

Land Use Protocol

Callide Infrastructure Corridor State Development Area

1 February 2017

The Department of State Development

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D16/296423

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1. Definitions

Term	Meaning
Burdened Land	the whole of the land owned (or leased, where the principal tenure is leasehold) by the Landowner that is burdened by the Easement
Business Day	a day other than a Saturday, Sunday or public holiday
Complaints Management Process	a process consistent with the principles outlined in paragraph 23 to ensure Landowner complaints are managed responsively, confidentially and fairly
Condition Report	a report prepared by the Coordinator-General in consultation with the Landowner which documents the condition of the Easement Area (and land surrounding the Easement Area) prior to commencement of construction including in relation to erosion and noxious weeds
Constructor	a person or persons licensed by the Coordinator-General from time to time to construct Infrastructure in the Easement Area
Coordinator-General	the Coordinator-General, the corporation sole constituted under the <i>State Development and Public Works Organisation Act 1971</i> and where the context permits, the servants, agents, contractors, subcontractors and Licensees of the Coordinator-General and other persons authorised by the Coordinator-General to exercise the Coordinator-General's rights under the Easement
Corridor	the area called the Callide Infrastructure Corridor State Development Area declared a State development area under the <i>State Development and Public Works Organisation Act 1971</i> on 2 October 2009 and as amended from time to time
Easement	the easement taken by the Coordinator-General for the Corridor over the Burdened Land, a copy of which is attached to this Protocol as Attachment 2
Easement Area	that portion of the Burdened Land taken by the Coordinator-General for the Easement
Infrastructure	anything relating to the transportation, movement, transmission or flow of anything, including for example, goods, materials, substances (including, without limitation, gas of any kind), matter, particles with or without charge, light, energy, information and anything generated or produced as well as anything reasonably associated with or ancillary to such things which may be below or above ground but does not include road (except for access purposes) or rail infrastructure
Landowner	the registered owner (or, where the principal tenure of the Burdened Land is leasehold, the registered lessee), of the Burdened Land, from time to time
Landowner Property	includes the Burdened Land and all improvements whether buildings, structures, fences, dams or crops and includes all personal property on the Burdened Land owned by the Landowner or for which he is legally responsible
Licensee	an agent, contractor, subcontractor or licensee of the Coordinator-General and other persons authorised by the Coordinator-General to exercise the Coordinator-General's rights under the Easement and includes a Constructor or Operator
Operator	the person or persons licensed by the Coordinator-General from time to time to operate and or maintain Infrastructure on the Easement Area

Parties	the Landowner, the Coordinator-General and the Licensees
Protocol	this document, as revised from time to time by the Coordinator-General in consultation with the Landowner
Vehicles	all cars, trucks, utilities, and other driveable vehicles including machinery
Weed Management Plan	the plan prepared by the Coordinator-General to manage the prevention and treatment of weeds on the Easement Area during and after construction of the Infrastructure attached to this Protocol as Attachment 1, and as amended by the Coordinator-General in consultation with the Landowner from time to time

2. Purpose

- (1) The primary purposes of this Protocol are:
 - a) to set out the procedures that the Coordinator-General and its Licensees agree to follow regarding access to, egress from and use of the Easement Area for the purpose of the construction, use, maintenance, alteration, repair and replacement of Infrastructure in the Easement, so that those activities can be carried out:
 - (i) safely and efficiently
 - (ii) with minimum impact on the Burdened Land as is reasonably practicable in the circumstances
 - b) to set out some of the limitations of the Landowner's right to use the Burdened Land.
- (2) In the event of ambiguity, discrepancy or inconsistency in this Protocol, this Protocol will be construed so as to give effect to its purpose as stated in this paragraph 2.
- (3) In the event that there is any inconsistency arising from:
 - a) the *State Development and Public Works Organisation Act 1971* or any other applicable laws
 - b) the Development Scheme for the Callide Infrastructure Corridor State Development Area
 - c) the terms of the Easement
 - d) this Protocol
 any inconsistency will be resolved in order of the above priority.
- (4) The Coordinator-General will ensure that all Licensees agree to adhere to this Protocol in connection with access to, egress from and use of the Easement Area.

3. Underground Infrastructure

- (1) The Coordinator-General and its Licensees will use reasonable endeavours to ensure Infrastructure is not visually intrusive and does not create a physical barrier that unreasonably or unnecessarily restricts the existing use or any reasonably similar future use of the Burdened Land.

- (2) Infrastructure will be located underground except where it is either impractical or operationally necessary for the proper functioning of the Infrastructure to be so located.

[See clause 2.3(c) of Easement]

4. Access

- (1) The Coordinator-General and its Licensees shall at all times retain the right to unobstructed access to, use of and egress from, the Easement Area at all times as permitted by the Easement or relevant legislation or regulations.
- (2) Vegetation may be removed or pruned by the Coordinator-General and its Licensees to enable access to, use of or egress from the Easement Area as permitted by the Easement.

[See clauses 2.1(c), 2.1(e), 2.1(f), 3.1(a), 3.1(f) of Easement]

5. Notice of access

- (1) Prior to the Coordinator-General or a Licensee entering onto the Burdened Land for the first time, and prior to commencement of construction of Infrastructure, the Coordinator-General or Licensee (as the case may be) must give at least 7 days written notice in advance of its intention to enter onto the Easement Area, including details of the manner in which the Easement Area will be accessed and used.
- (2) Thereafter, the Coordinator-General and each Licensee (as the case may be) must provide at least 24 hours notice to enter onto the Easement Area.
- (3) Despite 5(1) and 5(2), in the case of an emergency, no notice will be required prior to entry, but the Coordinator-General and each Licensee (as the case may be) will notify the Landowner as soon as practicable thereafter.
- (4) The Coordinator-General or a Licensee may give any notice required to be given to the Landowner under clause 5(2) of this Protocol verbally.

[See clause 2.1(e) of Easement]

6. Access along Easement Area

All Vehicles driven on the Easement Area will be driven at a reasonable speed and in a safe and careful manner so as to minimise the risk of damage to livestock and Landowner Property on the Burdened Land.

[See clause 2.1(e) of Easement]

7. Restoring Easement Area

- (1) Prior to issuing a licence to a Constructor, the Coordinator-General will conduct a baseline survey of the Easement Area and prepare a Condition Report.

- (2) Once construction of the Infrastructure has been completed, the Coordinator-General or its Licensees will:
 - a) restore the Easement Area as nearly as possible to its former condition as evidenced by the Condition Report
 - b) advise the Landowner of the inspection regime which it proposes to adopt on the Easement Area. Such an inspection regime, while provided in good faith, will not be binding on the Coordinator-General or its Licensees.

[See clause 2.3(d) of Easement]

8. Landowner Property

- (1) All reasonable endeavours and precautions will be taken by the Coordinator-General and its Licensees to:
 - a) avoid damage to the Landowner Property and any other person's property on the Burdened Land from time to time
 - b) respect the privacy of the Landowners
 - c) maintain good relations with the Landowners, including discussing works to be performed on the Easement Area and impacts, if any, on the Landowner.
- (2) The Landowner should notify the Coordinator-General or its Licensees of any loss or damage occasioned to Landowner Property or any other person's property located within the Easement Area which is caused by the Coordinator-General or its Licensees as soon as reasonably practicable after becoming aware of the damage.
- (3) In the event of loss or damage caused by the Coordinator-General or its Licensees to the Landowner Property or any other person's property located within the Easement Area, the Coordinator-General or its Licensees must repair or replace the Landowner Property as nearly as reasonably practicable to its former condition or pay the Landowner reasonable compensation for such loss or damage caused, in accordance with its obligations under clause 2.5 of the Easement or at law.

[See clauses 2.3 and 2.5 of Easement]

9. Warning signs

The Coordinator-General and its Licensees will use reasonable endeavours to ensure that:

- (1) warning marker signs are positioned and maintained in position on all fence lines crossing the Easement and at other appropriate locations where practicable to clearly warn of the existence of the Infrastructure
- (2) the visibility of the signs is not impeded and that there is a clear line of sight between the warning marker signs
- (3) all warning signs comply with all industry and Australian Standards. The Landowner will do nothing to remove or alter the warning signs and will promptly

notify the Coordinator-General if the Landowner notices a warning sign has been removed or altered.

[See clause 2.3(b) of Easement]

10. Weed management

In adopting methods of practice for weed management, in accordance with clause 2.3(g) of the Easement, the Coordinator-General and its Licensees will adopt and comply with the Weed Management Plan.

[See clause 2.3(g) of Easement]

11. Livestock

The Coordinator-General and its Licensees will:

- (1) take all reasonable endeavours and precautions to minimise disturbance to livestock and other animals on the Land
- (2) use all reasonable endeavours to prevent livestock from entering the Easement Area while Infrastructure is under construction or repair
- (3) report all accidental injury or death of livestock caused by the Coordinator-General or its Licensees to the Landowner as soon as reasonably practical.

[See clause 2.5 of Easement]

12. Cultivation of the Easement Area

- (1) The Coordinator-General or its Licensees shall not unreasonably refuse or withhold consent to any request from the Landowner to use the Easement Area for cultivation purposes, including normal cultivation for cereal, oil seed or other crops. The Landowner acknowledges it will be reasonable for the Coordinator-General or its Licensees to withhold consent in certain circumstances which include where:
 - a) above ground Infrastructure may be impacted
 - b) the construction, use, maintenance, alteration or repair of the Infrastructure may be adversely impacted
 - c) access to and egress from the Easement Area may be prejudiced.
- (2) Where consent is given in respect of any of the activities under paragraph 12(1) of this Protocol, the Landowner will carry out those activities at its own risk and subject to the Coordinator-General's and its Licensees' rights under the Easement. The Landowner acknowledges that no compensation will be payable by the Coordinator-General or its Licensees for any damage or loss caused to such crops, plantings or other growth in these circumstances.
- (3) Any ploughing undertaken on the Easement Area pursuant to this paragraph 12 may be undertaken provided:
 - a) the weight of Vehicles or equipment used is not in excess of the maximum loading limits notified to the Landowners from time to time

- b) ploughing is limited to a depth of 150mm
 - c) no contouring alterations are made.
- [See clauses 3.1(f) and 3.1(g) of Easement]**

13. Landowner permitted activities

- (1) The Landowner may undertake the following activities on the Easement Area without seeking the consent of the Coordinator-General, provided the activities are not likely to adversely impact the construction, use, maintenance, alteration, repair and replacement of the Infrastructure:
 - a) open dry land grazing of cattle, sheep and other animals
 - b) carrying out weed control and eradication programs
 - c) carrying out top dressing, application of fertilisers and pasture seeding
 - d) pasture growth
 - e) ongoing maintenance of the Easement Area.
 - (2) The Landowner will carry out these activities at its own risk and subject to the Coordinator-General and its Licensees' rights under the Easement. The Landowner acknowledges that no compensation will be payable by the Coordinator-General or its Licensees for any damage or loss caused due to the use of the Easement Area for these purposes.
- [See clause 3 of Easement]**

14. Erosion

- (1) The Coordinator-General and its Licensees will take all reasonable endeavours to:
 - a) replace, where reasonably practicable to do so, topsoil that is excavated from time to time on the Easement Area and to remediate to as near as practicable the condition existing prior to construction of the Infrastructure commencing
 - b) prevent erosion in the Easement Area caused by the use of the Easement Area by the Coordinator-General or its Licensees.
 - (2) For the avoidance of doubt, the Coordinator-General and its Licensees will only be responsible under this paragraph 14 for any erosion on the Easement Area caused by its or its Licensees' activities.
 - (3) In order to ascertain the extent of the condition of the Easement Area, prior to the commencement of work on the Easement Area, the Coordinator-General may undertake a baseline survey and must provide such baseline survey to the Landowner.
- [See clause 2.3(b) of Easement]**

15. Dust

The Coordinator-General and its Licensees will, to the extent possible, take all reasonable endeavours to use dust suppression management and practices during the construction, maintenance and repair of the Infrastructure.

[See clause 2.3(b) of Easement]

16. Water

- (1) The Landowner must not allow his irrigation equipment and irrigation practices to interfere with access to, use of and egress from the Easement Area.
- (2) The Coordinator-General and its Licensees will comply with all laws and relevant statutory requirements and take all reasonable measures to prevent:
 - a) damage to the bed or banks of any lake, dam, stream or watercourse
 - b) excavated material from being deposited in any lake, dam, stream or watercourse.

[See clauses 2.3(b) and 3.1 of Easement]

17. Rubbish and waste

The Coordinator-General and its Licensees will remove all rubbish, waste or construction debris on the Easement Area caused by the Coordinator-General's or its Licensees' activities on the Easement Area.

[See clause 2.3(c) of Easement]

18. Fencing, gates and grids

- (1) Where there is a fence across the Easement Area, the Coordinator-General or its Licensees may either:
 - a) require the Landowner (at the cost of the Coordinator-General or its Licensee as the case may be) to insert a locked gate and provide an access key to the Coordinator-General and its Licensees, or
 - b) install a lockable gate itself and provide an access key to the Landowner.
- (2) If the Coordinator-General or its Licensees intend to remove or break open any fencing, gates or grids on the Easement Area:
 - a) the Coordinator-General or its Licensees will provide the Landowner with reasonable notice of this intention prior to any action being taken
 - b) the Coordinator-General or its Licensees, at the cost of the Coordinator-General or its Licensees as the case may be, may either repair the fencing it has removed or broken open, or install a gate in place of that fencing to at least a standard reasonably equivalent to that of the fencing before it was removed or broken open
 - c) the Landowner will become the owner of the repaired fencing or gate

- d) the Landowner must maintain the repaired fencing or gate.

[See clauses 2.1(f) and 3 of Easement]

19. Lighting of fires

- (1) The Landowner will take all reasonable precautions to prevent the outbreak or lighting of any fire on the Easement Area including not burning any grasses, vegetation, debris or rubbish or any other material on or directly adjacent to the Easement Area without the prior written consent of the Coordinator-General. The Coordinator-General can only withhold consent in the following circumstances:
 - a) Infrastructure is located above ground
 - b) the Infrastructure is being constructed, repaired or maintained
 - c) safety reasons
 - d) the Contractors, Operators, Licensees or similar persons have recommended, on reasonable grounds, the restriction be applied.
- (2) The Landowner agrees to comply with any statutory provision in force from time to time in relation to bush fire damage or restrictions on lighting of fires in the open.

20. Animals and firearms

- (1) The Coordinator-General and its Licensees will not bring any animals onto the Easement Area without the prior written consent of the Landowner.
- (2) The Coordinator-General and its Licensees will not carry any firearms on to the Burdened Land without the prior written consent of the Landowner.

[See clause 2.3(c) of Easement]

21. Security

When accessing or egressing the Easement Area, the Coordinator-General and its Licensees will maintain the security of the Burdened Land in accordance with the Landowner's apparent practice including leaving all gates in the position found unless otherwise advised by the Landowner.

[See clause 2.3(c) of Easement]

22. Approvals process for works in the Easement

Where this Protocol or the Easement requires the Landowner to seek the consent of the Coordinator-General in relation to any activities or works to be undertaken by the Landowner, the following approval process will apply:

- (1) The Landowner must make written application to the Coordinator-General requesting the Coordinator-General's consent to the proposed activity or works

(Landowner Request) within a reasonable time (but not less than 14 days) prior to the proposed commencement of the activity sought to be undertaken.

- (2) The Coordinator-General will use reasonable endeavours to notify its consent (including any reasonable conditions) or refusal of the Landowner Request within a reasonable time of the Landowner Request.
- (3) In considering the Landowner Request, the Coordinator-General will have regard to, amongst other things, the following factors:
 - a) whether the activity might result in damage to or place at risk the Infrastructure
 - b) whether the activity might be inconsistent with the terms of the Easement
 - c) whether the activity might affect the safe operation of the Infrastructure
 - d) whether the activity might result in unduly restricting access to the Infrastructure
 - e) whether the activity might affect any anticipated works, including maintenance, refurbishment, or replacement of the Infrastructure
 - f) any submissions from the Licensees in relation to the proposed activity.
- (4) The Landowner must not undertake the activity or activities the subject of the Landowner's Request until it has received written notification from the Coordinator-General, and then must only undertake that activity or those activities in accordance with the conditions imposed by the Coordinator-General.

[See clauses 3.1 and 9 of Easement]

23. Disputes and complaints

- (1) In the event of a dispute, the Parties will notify the other, in writing, as soon as reasonably practicable outlining the basis and scope of the dispute.
- (2) Once the Parties have been notified that a dispute exists, the Parties agree to negotiate with each other in good faith, at their own expense, in order to achieve a resolution to the dispute that is consistent with the purpose of this Protocol set out in paragraph 2 above.
- (3) It is the Coordinator-General's desire that complaints are dealt with responsively, confidentially and fairly. The Coordinator-General will manage Landowner complaints in accordance with the Department of State Development's Complaints Management Policy which is detailed on Department's website www.statedevelopment.qld.gov.au.
- (4) Nothing in this paragraph 23 prevents a Party from enforcing its rights under the Easement, which may include commencement of court proceedings.

24. Amendment to Protocol

The Coordinator-General may amend this Protocol from time to time. An amendment to the Protocol will take effect on and from the provision of a copy of the amended Protocol to the Landowner.

Attachment 1 – Weed Management Plan

The Callide Infrastructure Corridor State Development Area (CICSDA) Weed Management Plan obligations apply to the Coordinator-General, and/or all persons authorised, permitted or licensed by the Coordinator-General, including Licensees.

Objective	<p>Minimise the introduction and distribution of weeds* within the CICSDA Easement Area during and after the construction of the Infrastructure.</p> <p>*weeds – invasive pest plants identified under relevant Queensland legislation and relevant local government Biosecurity plan; for example, see tables 6, 8, 10 and 12 of the Gladstone Regional Council Biosecurity Plan 2016-2019.</p>
Performance standards	<ul style="list-style-type: none"> • Compliance with the relevant weed management requirements of the Gladstone Regional Council Biosecurity plan located on the Gladstone Regional Council website: www.gladstone.qld.gov.au • Compliance with this Weed Management Plan.
Management strategy	<p>Pre-construction and construction</p> <ul style="list-style-type: none"> • A weed survey of the CICSDA Easement Area will be completed before any construction is undertaken to establish baseline data. • Weed control of the CICSDA Easement Area will be undertaken before construction commences. • A weed survey of the construction and access areas in the CICSDA Easement Area will be undertaken before any new construction is commenced and the location of weeds recorded. • Entry to and exit from the CICSDA Easement Area will be limited to the agreed points of entry to minimise the potential for the introduction of new weeds. • Wash-down protocols are to be observed when entering or exiting the CICSDA Easement Area; these include all Vehicles, equipment and portable infrastructure (including trailers, generators, workshop sheds and accommodation huts) and footwear and clothes are to be weed free. Removal of all organic matter and soil may be required <ul style="list-style-type: none"> – wash downs can occur by air or water – wash-downs are to occur at designated weed wash-down areas – wash-downs will be undertaken by appropriately trained personnel and the details recorded in a wash-down register to be maintained by the personnel undertaking the wash-down – wash down records will be audited by appropriately trained and certified weed hygiene inspectors. • Disturbed topsoil and vegetative material are to be returned, as close to their original sites as possible, in order to limit the potential spread of weeds and pathogens. • Any imported organic matter, seeds or fill are to be sourced from suppliers who can certify weed-free materials. <p>Post construction</p> <ul style="list-style-type: none"> • Wash-down protocols are to be observed when entering or exiting the CICSDA Easement Area. • Weed surveys of the CICSDA Easement Area are to be conducted

quarterly and any remedial action appropriately undertaken in accordance with the survey's recommendations.

- Entry to and exit from the CICSDA Easement Area will only occur at a Designated Access Point (as sign posted) to minimise the potential for the introduction of new weeds.

Monitoring and auditing

Pre-construction and construction

- During any construction of Infrastructure, regular inspections of the construction and access areas in the CICSDA Easement Area are to be undertaken to assess the effectiveness of the weed management strategy, including wash-down protocols.

Post construction

- Quarterly weed surveys of the CICSDA Easement Area should be conducted and any remedial action should be taken in accordance with the survey's recommendations.
- Frequency of surveys to re-evaluated after twelve months from the completion of initial construction.

Reporting and corrective actions

Pre-construction, construction and Post Construction

- Records related to weed management are to be maintained for all monitoring and auditing activities.
 - All relevant recommendations from weed surveys and reports are to be implemented.
 - Areas left bare due to construction and weed control will be reseeded in consultation with landholders.
 - Non-compliance with management strategies will be rectified and a report provided to the Coordinator-General and the relevant local government authority.
 - Any incident which introduces or disburses weeds must be reported to the Coordinator-General. The relevant response is to be implemented at the direction of the Coordinator-General.
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Attachment 2 – Easement

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