



Gladstone Regional Council

Council Policy

Title	EX GRATIA ARRANGEMENTS WITH LANDOWNERS
Policy Number	P-2013/1
Responsible Directorate	ENGINEERING SERVICES
Responsible Officer	DIRECTOR ENGINEERING SERVICES
Date of Adoption	6 AUGUST 2013
Resolution Number	G/13/1662
Date Review Due	6 AUGUST 2016

1.0 PURPOSE:

To recognise the mutual benefit of entering into informal arrangements with rural landowners to assist in the maintenance and construction of the rural road network, and make sure that such arrangements are transparent.

2.0 SCOPE:

All rural areas in the region.

3.0 RELATED LEGISLATION:

Nil

4.0 RELATED DOCUMENTS:

Nil.

5.0 DEFINITIONS:

To assist in interpretation of this policy the following definitions apply:

Nil

6.0 POLICY STATEMENT:

6.1 BACKGROUND

Council has for many years had informal arrangements with some landowners in rural areas of the Region with respect to the following:

- Extracting gravel from the property for road maintenance/construction purposes;
- Parking major plant overnight for efficiency and security reasons; and
- Drawing water on the property for road maintenance/construction purposes.

In return, Council usually carries out some road works or other earthworks within the landowner's property.

6.2 POLICY

- 6.2.1 In circumstances where a property owner is willing to make gravel available to Council, Council will prepare a formal agreement and pay the property owner a "Royalty Payment" in return for the gravel. The Royalty Payment will be an amount determined by a resolution of the Council, typically determined annually.

Any arrangements for work/maintenance/repairs on the property as a result of the gravel extraction process will be covered in the formal agreement and Royalty Payment.

Any agreement will be in writing signed by the Chief Executive Officer (or relevant Director). Example typical agreements for annual extractions less than 5000 tonnes and more than 500 tonnes attached.

- 6.2.2 In circumstances where the landowner (at their discretion) requests work be carried out in exchange for access to, water or overnight parking of plant and equipment the Chief Executive Officer is authorised to negotiate such arrangements, provided they are not in excess of;

- a typical road crew for less than 3 hours work on the property and
- 50 Tonnes of gravel

Any agreement will be in writing (in the form of a letter to the property owner) signed by the Chief Executive Officer (or relevant Director).

Agreements will be distributed to all Councillors for information within two (2) months of the agreement being made. Example typically agreement is attached.

7.0 ATTACHMENTS:

Typical agreements for item 6.2.1.

Typical Letter for item 6.2.2.

Note: These documents are not policy documents and thus may be amended from time to time by the Chief Executive Officer (or relevant Director)

8.0 REVIEW TRIGGER:

This policy will be reviewed when any of the following occur:

1. The related legislation/documents are amended or replaced.
2. Other circumstances as determined from time to time by a resolution of Council
3. Periodic Review – 3 years from date of adoption.

TABLE OF AMENDMENTS		
Originally Adopted	10 MARCH 2009	09/133
Amendment 1	6 AUGUST 2103	G/13/1662
Amendment 2	<INSERT DATE COUNCIL MEETING>	<INSERT RESOLUTION NUMBER>
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.....
STUART RANDLE
CHIEF EXECUTIVE OFFICER

GRAVEL PIT OPERATIONS AGREEMENT

For Pit Operations extracting **less than** 5000 tonnes per annum



GLADSTONE
REGIONAL COUNCIL

Gravel Pit Operations Agreement (< 5000 tonnes per annum)

3.1.2 Access

The pit can be accessed from:.....
.....
.....

Council will regrade the access track to the pit when its shape is deteriorated as a result of haulage operations

3.1.3 Use

Gladstone Regional Council may use the Gravel Pit for the purposes of extracting, screening, washing, crushing, grinding, milling, storing, stockpiling, and removing material.

3.1.4 Restoration

Any topsoil will be removed by Gladstone Regional Council from the area to be excavated and stockpiled for use to rehabilitate the pit site.

On completion of the excavation, the area will be trimmed to ensure that the floor of the excavation is free draining and any batters will be trimmed to a stable slope. Topsoil will be respread and seeded with suitable grass. No tree planting (unless otherwise stated in conditions of clearing) will be undertaken.

3.1.5 Risk

Gladstone Regional Council and its employees, agents and contractors enter and occupy the property at their own risk. **The Property Owner** has no liability whatsoever, in relation to such entry or occupation.

3.1.6 Indemnity

Gladstone Regional Council hereby indemnifies and shall keep indemnified **The Property Owner** against all claims which **The Property Owner** may suffer or incur, directly or indirectly as a result of, or in connection with, any event or transaction in relation to entry onto the **Property Address** by Gladstone Regional Council or its employees, agents or contractors.

3.1.7 The owners have the right to forfeit this agreement with two (2) month's notice, however it is understood that both parties anticipate this agreement to be ongoing and Gladstone Regional Council's use of the Pit is to be exclusive (i.e. no other party, including the owner, is to operate in the Pit during the life of this agreement).

3.2 COMPENSATION

3.2.1 Any material won within the Pit and stockpiled in the area of the Pit becomes the property of Gladstone Regional Council. Payment of compensation for the material becomes due when Council removes the material from the Pit.

Gravel Pit Operations Agreement (< 5000 tonnes per annum)

4.0 DISPUTE RESOLUTION

If a dispute arises in connection with this Agreement then within fourteen (14) days after a written notice is given; each Party to the dispute must use its best endeavours to resolve the dispute in good faith.

If a dispute cannot be resolved within fourteen (14) days the dispute will be considered by the full Council at a General Council meeting.

5.0 TERMINATION

5.1 Either party may terminate this agreement at any time by giving not less than two (2) months written notice (a "Termination Notice").

5.2 After receiving or giving a Termination Notice Council must:

- (a) cease extracting, screening, washing, crushing, grinding, milling, storing and stockpiling material within two (2) weeks
- (b) complete all restoration work under this agreement and remove all stockpiled material from the Property Address within two (2) months.

Gravel Pit Operations Agreement (< 5000 tonnes per annum)

SIGNED BY:

.....
Property Owner

Dated:

.....
Property Owner

Dated:

.....
Gladstone Regional Council

Dated:


Name

Director Engineering Services

Gravel Pit Operations Agreement (< 5000 tonnes per annum)

APPENDIX A

Site Plan



GRAVEL PIT OPERATIONS AGREEMENT

For Pit Operations extracting **more than** 5000 tonnes per annum



GLADSTONE
REGIONAL COUNCIL

Gravel Pit Operations Agreement (>5000 tonnes per annum)

THIS AGREEMENT is made the day of 20 .

BETWEEN: **GLADSTONE REGIONAL COUNCIL** of 101 Goondoon Street, Gladstone in the State of Queensland (hereinafter with its successors and assigns referred to as "the Council")

AND: **THE PARTY NAMED AT ITEM 1 OF THE SCHEDULE** of the address described at Item 2 of the Schedule (hereinafter together with its successors and assigns, executors and administrators referred to as "the Owner")

BACKGROUND:

- A. The Owner is the registered owner of the Land.
- B. The Owner has agreed to grant and the Council has agreed to accept a licence to enter the Land and to use a Gravel Pit located on the Land on the terms set out in this Agreement.
- C. The pit will be worked in a manner agreed to onsite between the Property Owner and Council's Road Services Manager (or delegate).

OPERATIVE PART:

PART: 1 INTERPRETATION & DEFINITIONS

- 1.1 In this Agreement unless the context otherwise requires:
- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
 - (b) the singular includes the plural and vice versa;
 - (c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
 - (d) a reference to any gender includes all genders;
 - (e) a reference to a recital, Part, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Agreement;
 - (f) a recital, schedule, annexure or a description of the Parties forms part of this Agreement; and

Gravel Pit Operations Agreement (>5000 tonnes per annum)

(g) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

1.2 In this Agreement unless the context otherwise requires:

"Access Track" means the access track marked approximately as such on the attached plan.

"Agreement" means this document and the agreement it evidences.

"Commencement Date" means the date listed at Item 4 of the Schedule.

"GST" means the goods and services tax as provided for by the GST law.

"Default Notice" means a notice served under either **Clause 10.1(a)** or **10.2** setting out the breach of this Agreement to be remedied by either the Owner or Council as the case may be.

"GST law" means the *A New Tax System (Goods and Services Tax) Act 1999* as amended or replaced from time to time and any associated legislation including without limitation delegated legislation.

"Land" means the land described as the Land at Item 3 of the Schedule.

"Month" means a calendar month.

"Nominated Date" means the date specified at Item 5 of the Schedule.

"Party" means a party to this Agreement.

"Product" means the product described at Item 6 of the Schedule.

"Gravel Pit" means the Gravel Pit located on the Land shown approximately on the attached plan.

"Rate of GST" means 10% or such other rate of GST as is payable under the GST law.

"Royalty" means the consideration payable pursuant to PART 6 of this Agreement.

"Royalty Rate" means the amount specified at Item 7 of the Schedule.

"Term" means the period from the Commencement Date until terminated in accordance with the provisions of this Agreement.

1.3 Irrespective of whether it records the passage of consideration between the Parties, this document is a deed.

PART 2: CONDITIONS PRECEDENT

2.1 If a date is specified as the Nominated Date, this Agreement is subject to and conditional upon the Council at its cost obtaining all necessary approvals in respect of the Gravel Pit on or before the Nominated Date.

Gravel Pit Operations Agreement (>5000 tonnes per annum)

- 2.2 If the Council does not obtain all the necessary approvals by the Nominated Date then the Council may by notice in writing to the Owner extend the Nominated Date by up to six (6) months.
- 2.3 The Owner will if requested by the Council sign all documents necessary to enable the Council to proceed with an application to obtain all necessary approvals in respect of the Gravel Pit and the Owner will use its best endeavours to comply with any reasonable requirement of the Council to assist in the application to obtain all necessary approvals in respect of the Gravel Pit.

PART 3: TERM AND GRANT OF LICENCE

- 3.1 The Owner hereby grants to the Council for the Term:
- (a) an exclusive licence to use the Gravel Pit; and
 - (b) a non-exclusive licence to use the Access Track.
- 3.2 For the purposes of **Clause 3.1**, the Owner permits the Council's employees, servants, agents and contractors with or without vehicles, equipment and machinery to pass and repass over the Access Track and the Gravel Pit.

PART 4: PERMITTED USE OF GRAVEL PIT

- 4.1 The Council may use the Gravel Pit for the purposes of extracting, screening, washing, crushing, grinding, milling, storing, stockpiling, quarrying and removing the Product from the Gravel Pit.
- 4.2 Without limiting the generality of the provisions of **Clause 4.1**, the Council is entitled to:
- (a) erect at the Gravel Pit and connect thereto all necessary and appropriate services and installations;
 - (b) move onto the Gravel Pit and store all usual and necessary fuels and oils;
 - (c) bring into the Gravel Pit via the Access Track all necessary plant, vehicles and equipment and workmen;
 - (d) remove overburden, establish benches for drilling and blasting and removing loam and rich gravels from an on-site crusher and remove from the Gravel Pit;
 - (e) carry out such activities that are reasonably necessary in order to store water at the Gravel Pit whether through the use of existing storages or otherwise and to pump and harvest water from those water storages in such quantities and in such times as are reasonably necessary to make use of the Gravel Pit;
 - (f) carry out activities that are reasonably necessary at the Gravel Pit in order to exercise the other rights and obligations that it has under this Agreement including but not limited to the construction and maintenance of access roads between public roads and the Gravel Pit;
 - (g) use blasting and drilling equipment in accordance with the applicable legislation;

Gravel Pit Operations Agreement (>5000 tonnes per annum)

- (h) use dozers, graders, scrapers, frontend loaders and trucks or other such equipment as is reasonably necessary for the efficient and economic removal of the product;
- (i) upon obtaining at Council's expense any necessary approvals under the *Nature Conservation Act 1992* and/or the *Vegetation Management Act 1999*, clear any vegetation and foliage on the:
 - (i) Gravel Pit;
 - (ii) the Access Track; and
 - (iii) any other part of the Land used by Council pursuant to this Agreement, in accordance with any conditions of such approval; and
- (j) without limiting the generality of the foregoing, carry out such activities as the Council considers necessary or desirable in order to operate the Gravel Pit.

PART 5: TITLE TO PRODUCT

Once the Product has been extracted, the Council has the right to hold an interest to the Product even if it is stockpiled and remains upon the Gravel Pit free of all liens, mortgages and encumbrances whether or not the Product has physically been removed from the Gravel Pit.

PART 6: ROYALTY

- 6.1 The Council will pay Royalty to the Owner monthly in arrears with the amount of Royalty payable being:
- $Q \times R$
- Where:
- Q is the quantity of Product removed by Council from the Land for the Calendar Month; and
- R is the Royalty Rate.
- 6.2 Payment will be made as follows depending on the information provided in Item 8 of the Schedule:
- (a) where the Owner is registered for GST, by way of a recipient created GST tax invoice; or
 - (b) where the Owner is not registered for GST, by Council paying the Owner the Royalty without the requirement to provide a tax invoice.
- 6.3 The Council will:
- (a) keep and maintain records of the amount of Product removed from the Gravel Pit based on tallies of truck loads recorded in Council's Quarry Returns; and

Gravel Pit Operations Agreement (>5000 tonnes per annum)

- (b) provide a copy of such records to the Owner as soon as possible for the purpose of calculating the amount of Royalty payable by Council.

6.4 Unless otherwise notified in writing by the Owner, Council will pay the Royalty by Electronic Funds Transfer in accordance with the details nominated in Item 8 of the Schedule.

PART 7: WARRANTY

7.1 The Owner does not represent or warrant that the Product is fit, suitable or adequate for all or any purpose of the Council and any warranty, if any, as to suitability, fitness or adequateness of the product implied by law or otherwise are expressly excluded.

7.2 The Owner warrants:

- (a) it has entered into this Agreement freely and voluntarily; and
- (b) there is no impediment to the Owner entering into this Agreement and the Product is free of all liens, encumbrances or securities of any nature whatsoever.

PART 8: COUNCIL'S OBLIGATIONS

8.1 Council must comply with the terms of any approval with respect to the operation of the Gravel Pit, including complying with all laws, regulations, by-laws, local laws or local law policies, licence, conditions or authorities in respect of the operation of the Gravel Pit imposed by the Council and the Department of Environment and Heritage Protection, including without limiting the foregoing, maintenance of the Environmentally Relevant Activities registration by this department and Department of Natural Resources and Mines quarry registration (if applicable).

PART 9: RESTORATION

9.1 Any topsoil removed by the Council from any part of the Gravel Pit will be stockpiled on the Land to rehabilitate the Gravel Pit and appropriate erosion and sediment control will be undertaken by Council to ensure no environmental harm is caused pursuant to the Environmental Protection Act 1994, and associated policies.

9.2 On the completion of excavation of the Gravel Pit Council will :

- (a) trim the floor of the excavation to ensure that it is free draining and any batters will be trimmed to approximately 1:4 slope;
- (b) undertake appropriate planting in accordance with the clearing permit conditions or in consultation with Council's Land Management and Conservation staff in order to return the Gravel Pit to a condition that is consistent with the original landscape and regional ecosystem.

PART 10: DEFAULT AND TERMINATION

10.1 The Owner is in default if:

- (a) it breaches any provisions of this Agreement and such failure continues for a period of seven (7) days after service of a Default Notice by Council; breach;

Gravel Pit Operations Agreement (>5000 tonnes per annum)

- (b) a receiver or a receiver and manager or administrator is appointed in respect of the Owner or any security holder takes or attempts to take possession of the Land upon which the Gravel Pit is located;
 - (c) any execution or like process of law is issued against or levied as against the Owner;
 - (d) the Owner being a corporation goes into liquidation, provisional liquidation or enters into an arrangement or composition with its creditors in the meaning of the *Corporations Act*; or
 - (e) the Owner being an individual becomes bankrupt or whose affairs are administered under the *Bankruptcy Act*.
- 10.2 The Council is in default if it breaches any provision of this Agreement and such failure continues for a period of seven (7) days after service of a Default Notice by the Owner.
- 10.3 If a Party is in default the other Party may give notice to terminate this Agreement and upon such notice being given this Agreement is determined.
- 10.4 Either Council or the Owner may terminate this Agreement upon giving 2 month's written notice to the other Party.
- 10.5 The Owner acknowledges and accepts that upon termination of this Agreement the Council may in its absolute discretion take steps to cancel any approvals issued in respect of the Gravel Pit in the name of the Council.
- 10.6 The Owner must upon entering into a contract of sale of the Land, give Council a notice terminating this Agreement at least 1 Month prior to the date of settlement.
- 10.7 Upon termination of this Agreement, the Council is entitled to remove from the Land all of its plant and equipment, fittings and fixtures.

PART 11: COSTS

- 11.1 The Parties will bear their own costs of and incidental to the preparation and execution of this Agreement.

PART 12: INSURANCE

- 12.1 The Council must effect and keep current during the Term:
- (a) Public Risk Insurance policy for an amount in respect of a single incident or event of not less than \$20,000,000.00;
 - (b) WorkCover or Workers Compensation insurance for Council's employees.

PART 13: INDEMNITY

- 13.1 The Council indemnifies and agrees to keep indemnified the Owner from and against all:
- (a) liability incurred by the Owner;
 - (b) loss or damage to any property of the Owner;

Gravel Pit Operations Agreement (>5000 tonnes per annum)

- (c) injury to any person;
- (d) loss, costs or expense incurred by the Owner,

caused by the negligence of the Council, the Council's servants or agents or breach by the Council of its obligations under this Agreement, limited to the extent that the liability, loss, damage, cost or expense was not caused or contributed to by the Owner's negligent acts or omissions.

PART 14: ACCEPTANCE OF RISK BY COUNCIL

- 14.1 The Council enters the Land and uses the Gravel Pit and Access Track at its own risk and the Owner has no liability to Council in relation to the entry and use except to the extent that any loss, damage, cost or expense sustained by Council was caused or contributed to by the Owner's deliberate or negligent acts or omissions.

PART 15: GOODS AND SERVICES TAX

- 15.1 Any action, fulfilment of a covenant or obligation, the payment of money, or any undertaking of a party pursuant to the provisions of this Agreement which amounts to a supply for which a party ("**Supplying Party**") is liable for GST is, for the purposes of this Agreement, referred to as a "supply" and the consideration or (where no consideration is expressed or required to be stipulated) then market value thereof will be expressed or regarded as exclusive of GST.
- 15.2 The Parties agree that if a Supplying Party is liable for GST in respect of a supply under this Agreement the consideration payable in respect of that supply will be increased by an amount calculated as:

A x R

where:

A is the amount of the consideration (for example Royalty payable under PART 6) or (where no consideration is expressed or required to be stipulated) then the market value of the supply; and

R is the Rate of GST

- 15.3 If the Supplying Party is liable for GST as contemplated by **Clause 15.2** then:
 - (a) The Supplying Party must:
 - (i) supply to the other Party information that may reasonably be required to establish its liability for GST; and
 - (ii) do such things and supply such information as may reasonably be required by the other Party to enable the other Party to claim an input tax credit under the GST law; and
 - (b) The amount of the increase in the consideration required by **Clause 15.2** must be paid at the time of payment in respect of the supply or immediately upon the compliance with the provisions of **Clause 15.3(a)**.

Gravel Pit Operations Agreement (>5000 tonnes per annum)

PART 16: GOVERNING LAW

- 16.1 This Agreement will be governed by and construed according to the law of the State of Queensland and the parties agree to submit to the jurisdiction of the Courts of the State of Queensland.

PART 17: WAIVER

- 17.1 No right under this Agreement is deemed to be waived except by notice in writing signed by the Party waiving that right.

PART 18: AGREEMENT MAY BE SIGNED IN COUNTERPARTS

- 18.1 The Parties agree and accept that a facsimile copy of the executed Agreement will be binding on both Parties or that this Agreement may be signed in any number of counterparts with the same effect as if the signatures on each counterpart were on each document.

PART 19: NOTICE

- 19.1 A notice or other communication connected with this Agreement has no legal effect unless it is in writing.
- 19.2 In addition to any other method of service provided by law, the notice may be:
- (a) sent by prepaid post to the address of the addressee set out in this Agreement or subsequently notified;
 - (b) delivered at the address of the addressee set out in this Agreement or subsequently notified.
- 19.3 If the notice is sent or delivered in a manner provided by **Clause 19.2**, it must be treated as given to and received by the party to which it is addressed:
- (a) is sent by post on the second business day (at the address to which it posted) after posting;
 - (b) if otherwise delivered before 5.00pm on a business day at the place of delivery, upon delivery and otherwise on the next business day at the place of delivery.
- 19.4 Any notice by the Council may be given and may be signed by the Council's Chief Executive Officer or solicitor.
- 19.5 Service by facsimile transmission or email communication shall not be effective for the purposes of this Agreement.

PART 20: DISPUTE RESOLUTION

- 20.1 If a dispute arises in connection with this Agreement then a Party may only deal with that dispute in the manner set out in this clause.

Gravel Pit Operations Agreement (>5000 tonnes per annum)

- 20.2 A Party to a dispute in connection with this Agreement may give to the other Party or parties to the dispute a notice specifying the dispute and requiring its resolution in accordance with **PART 20**.
- 20.3 Within fourteen (14) days after a notice is given under **Clause 20.2** (or such longer period as is agreed in writing by the parties to the dispute) each Party to the dispute must use its best endeavours to resolve the dispute in good faith.
- 20.4 If the dispute is not resolved within 14 days (or such longer period as is agreed in writing by the parties to the dispute) in terms of **Clause 20.3**, a Party may by notice to the other party or parties to the dispute refer the dispute for mediation in accordance with the Mediation Rules of the Institute of Arbitrators and Mediators Australia. The mediation is to be conducted by a mediator to be appointed by agreement of the parties or in default of agreement to be appointed by the President of the Queensland Law Society or his or her nominee at the request of a party to the dispute.
- 20.5 If a dispute is not resolved within two (2) calendar months after the appointment of the Mediator any Party may take legal proceedings to resolve the dispute.
- 20.6 The provisions of **PART 20** do not prevent any Party from obtaining any injunctive, declaratory or other interlocutory relief from a court which may be urgently required.

PART 21: SPECIAL CONDITIONS

- 21.1 In addition to the provisions contained in PART 1 to PART 20 (both inclusive):
- (a) the provisions contained in **Clause 21.2** also apply to this Agreement; and
 - (b) where there is any inconsistency between the provisions contained in this Part and any other Part of this Agreement, the provisions of this Part will prevail.
- 21.2 **<INSERT ANY SPECIAL CONDITIONS NOT INCLUDED ANY WHERE ELSE IN AGREEMENT - IF NONE INSERT "NIL" - ANY SPECIAL CONDITIONS MUST BE APPROVED OF BY DIRECTOR ENGINEERING SERVICES BEFORE AGREEMENT IS SENT TO OWNER FOR SIGNING>**

PART 22: ALL PREVIOUS AGREEMENTS TERMINATED

- 22.1 Any previous agreements regarding the subject matter of this Agreement between the Council and the Owner are hereby terminated.

Gravel Pit Operations Agreement (>5000 tonnes per annum)

PLAN

Gravel Pit Operations Agreement (>5000 tonnes per annum)

EXECUTED AS A DEED:

EXECUTED and DELIVERED on behalf)
of the **GLADSTONE REGIONAL COUNCIL**) **Delegate's Signature**
by its delegate:)
)
In the presence of:) **Full Name**
) Director Engineering Services
) **Delegate's Title**
.....
Justice of the Peace/Solicitor

EXECUTED AND DELIVERED by)
the **Owner:**) **Owner's Signature**
)
In the presence of:) **<Insert Full Name>**
)

.....
Justice of the Peace/Solicitor

EXECUTED AND DELIVERED by)
the **Owner:**) **Owner's Signature**
)
In the presence of:) **<Insert Full Name>**
)

.....
Justice of the Peace/Solicitor

NOTE:- <If land owned by more than one owner each owner must sign individually - if only one owner please delete provision for second signature>

(END OF DOCUMENT)

Reference "[File Reference, Typist Initials]"

[Date]

[Title/Recipient]
[Organisation]
[Address]
[SUBURB] [STATE] [POSTCODE]

Dear [Recipient]

RE: EX GRATIA ARRANGEMENTS FOR WORKS IN THE VICINITY OF PROPERTY DETAILS

As discussed with **COUNCIL OFFICER NAME and TITLE**, Council will be carrying out works in the vicinity of the above property in the coming weeks.

During this work, as the owner of the property you have offered to;

1. Provide water from your property
2. Allow Council plant and equipment to be parked on your property after hours.

In return for this offer Council will **EXPLAIN WORKS** on your property, using the following resources at no cost to you;

Item	Hours
GRADER (max 3 hours)	Enter
ROLLER (max 3 hours)	Enter
WATERCART (max 3 hours)	Enter
GRAVEL (max 50 tonnes)	Enter

I trust this letter properly documents your understanding of the arrangements.

Yours sincerely

PAUL KEECH
DIRECTOR ENGINEERING SERVICES

**GLADSTONE REGIONAL COUNCIL
POLICY P-3.00.01 EX-GRATIA ARRANGEMENTS WITH LANDOWNERS
PAGE 25 OF 25**

I	agree to the above arrangements		
Name		Signature	Date

I	agree that above obligations have been met and the that this agreement is now ended		
Name		Signature	Date