

Land use protocol

Gladstone State Development Area

20 June 2022

The Department of State Development, Infrastructure, Local Government and Planning improves productivity and quality of life in Queensland by leading economic strategy, industry development, infrastructure and planning, for the benefit of all.

Copyright

This publication is protected by the *Copyright Act 1968*.

Licence



This work, except as identified below, is licensed by the Department of State Development, Infrastructure, Local Government and Planning under a Creative Commons Attribution-NonCommercial-No Derivative Works (CC BY-NC-ND) 4.0 Australia licence. To view a copy of this licence, visit: <http://creativecommons.org.au/>

You are free to copy, communicate and adapt this publication, as long as you attribute it as follows:

© Department of State Development, Infrastructure, Local Government and Planning, June 2022.

Third party material that is not licensed under a Creative Commons licence is referenced within this document. All content not licensed under a Creative Commons licence is all rights reserved. Please contact the Department of State Development, Infrastructure, Local Government and Planning, the copyright owner if you wish to use this material.



The Queensland Government is committed to providing accessible services to Queenslanders of all cultural and linguistic backgrounds. If you have difficulty understanding this publication and need a translator, please call the Translating and Interpreting Service (TIS National) on 13 14 50 and ask them to contact the Queensland Department of State Development, Infrastructure, Local Government and Planning on 07 3328 4811.

Disclaimer

While every care has been taken in preparing this publication, to the extent permitted by law, the State of Queensland accepts no responsibility and disclaims all liability (including without limitation, liability in negligence) for all expenses, losses (including direct and indirect loss), damages and costs incurred as a result of decisions or actions taken as a result of any data, information, statement or advice, expressed or implied, contained within. To the best of our knowledge, the content was correct at the time of publishing.

Any references to legislation are not an interpretation of the law. They are to be used as a guide only. The information in this publication is general and does not take into account individual circumstances or situations. Where appropriate, independent legal advice should be sought.

Copies of this publication are available on our website at www.dsdilgp.qld.gov.au and further copies are available upon request to:

Department of State Development, Infrastructure, Local Government and Planning
PO Box 15517 City East Qld 4002.
1 William Street Brisbane Qld 4000 (Australia)

Phone: 13 QGOV (13 7468)

Fax: 07 3220 6502

Email: sdainfo@coordinatorgeneral.qld.gov.au

Web: www.dsdilgp.qld.gov.au

Source number D22/86869

Contents

Background.....	1
Part A: Introduction.....	1
1. Defined terms and interpretation.....	1
1.1 Defined terms (in these Protocols).....	1
1.2 Interpretation.....	3
2. Purpose.....	3
3. Existing users	4
Part B: Obligations of Infrastructure Users	4
4. Infrastructure impact.....	4
5. Condition report.....	4
6. Access notice to be given to Infrastructure Users	4
7. Outline of Infrastructure User’s activity	5
8. Restoring Licenced Area once construction is complete.....	6
9. Warning signs.....	6
10. Livestock	6
11. Dust.....	6
12. Fencing, gates and grids	7
Part C: Obligations of graziers	7
13. Landowner/grazier permitted activities on corridor.....	7
14. Cultivation of the Corridor by landowner or graziers	8
15. Designated access points within the corridor	8
Part D: Obligations of GSDA users generally.....	9
16. Access along licenced area	9
17. Weed management	9
18. Comply with laws.....	9
19. Damage to property.....	9

20. Erosion 10

21. Vegetation 10

22. Water..... 10

23. Rubbish and waste 10

24. Lighting of fires 10

25. Security of Corridor..... 11

Part E: General 11

26. Approvals process for works in the Corridor 11

27. Disputes and complaints..... 11

28. Amendment to Protocols 12

29. Associates 12

30. Notices 12

Attachment 1 – Designated access points 13

Attachment 2 – Materials Transportation and Services Corridor Precinct..... 18

Attachment 3 – Weed Management Plan 19

Background

- (a) The Landowner proposes to license parts of the GSDA to the GSDA Users for a variety of different uses, including for agricultural purposes and for the construction, use, maintenance, alteration, repair and replacement of Infrastructure in the Corridor.
- (b) Generally, the Licences are not intended to be exclusive. This means that the GSDA Users will need to cooperate with each other in their use of their Licensed Areas.
- (c) These Protocols are intended to be annexed to each Licence, and the Landowner intends to require each GSDA User to comply with these Protocols.

Part A: Introduction

1. Defined terms and interpretation

1.1 Defined terms (in these Protocols)

Term	Meaning
Associates	<ul style="list-style-type: none">(a) in respect of the Graziers, includes family, employees, agents, contractors and other lawful invitees(b) the in respect of the Infrastructure Users, includes that person's employees, agents, contractors and other lawful invitees(c) in respect of the Landowner, includes the Landowner's employees, agents, contractors and lawful invitees, the State of Queensland and any relevant Authority, but excludes Graziers and Infrastructure Users.
Authority	includes: <ul style="list-style-type: none">(a) any government in any jurisdiction, whether federal, state, territorial or local(b) any provider of public utility services, whether statutory or not(c) any other statutory or government authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities related to or in respect of the GSDA or any activities carried out in the GSDA.
Business Day	a day other than a Saturday, Sunday or public holiday in Brisbane.
Complaints management process	a process consistent with the principles outlined in clause 27 to ensure complaints to the Coordinator-General are managed responsively, confidentially and fairly.
Condition Report	a report <ul style="list-style-type: none">(a) prepared by either the Landowner, or an Infrastructure User in consultation with the Landowner(b) which documents the condition of that Infrastructure User's Licensed Area and any other part of the GSDA used or proposed to be used by that Infrastructure User in connection with the Licensed Area, before commencement of use, including in relation to erosion and noxious weeds(c) in a form satisfactory to the Landowner.
Corridor	the infrastructure corridor within the GSDA designated as the 'Materials Transportation and Services Corridor Precinct' under the GSDA development scheme, as varied from time to time pursuant to the <i>State Development and Public Works Organisation Act 1971</i> (Qld). The current Corridor is shown on the plan in Attachment 2.

Term	Meaning
Designated Access Point	those areas identified as 'Designated Access Points' in the plans in Attachment 1 to these Protocols.
Grazier	a person whom a Landowner has authorised to use parts of the GSDA, including land within the Corridor, for grazing or agricultural purposes but excludes an Infrastructure User.
GSDA	the Gladstone State Development Area declared under the <i>State Development and Public Works Organisation Act 1971</i> (Qld), as varied from time to time.
GSDA User Property	all Property in the GSDA which is owned by a GSDA User or for which a GSDA User is legally responsible.
GSDA User	Graziers and Infrastructure Users
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.
Infrastructure User	a person whom a Landowner has authorised to use part of the GSDA for the purposes of construction, operation, maintenance, alteration, repair and replacement of Infrastructure but excludes, a Grazier.
Landowner	in respect of a part of the GSDA, the registered owner of that part of the GSDA from time to time.
Landowner Property	includes all Property in the GSDA owned by the Landowner or for which the Landowner is legally responsible.
Law	includes an approval given by an Authority.
Licence	a licence or lease from the Landowner to a GSDA User over part of the GSDA.
Licensed Area	the area within the GSDA (a) licensed or leased to a GSDA User by the Landowner or the State of Queensland or (b) the subject of an easement in favour of a GSDA User granted by the Landowner or the State of Queensland
Property	means real and personal property; for clarity, the term includes improvements such as buildings, structures, infrastructure, fences and dams, crops and chattels
Protection device	an earthen ramp or installation of load distribution plates used to protect Infrastructure which it is being crossed, specifications for which are to be provided by the relevant Infrastructure User (see clause 15(d))
Protocol	these Protocols, as revised from time to time by the Landowner and notified to the GSDA Users under clause 28
Vehicles	all cars, trucks, utilities, and other driveable vehicles including machinery
Weed Management Plan	(a) for any particular GSDA User, unless para (b) applies, any plan prepared by the Landowner to manage the prevention and treatment of weeds in the GSDA, as amended by the Landowner and notified to the GSDA User from time to time or (b) for an Infrastructure User, any other weed management plan prepared by the Infrastructure User and approved by the Landowner or a relevant Authority from time to time The current version of the plan is attached to these Protocols as Attachment 3.

1.2 Interpretation

In these Protocols, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders
- (b) another grammatical form of a defined word or expression has a corresponding meaning
- (c) a reference to a clause, paragraph, attachment or annexure is to a clause or paragraph of, or attachment or annexure to, these Protocols, and a reference to these Protocols includes any attachment or annexure
- (d) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them
- (e) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions
- (f) headings are for ease of reference only and do not affect interpretation.

2. Purpose

- (a) The primary purposes of these Protocols are:
 - (i) to set out the procedures that the Infrastructure Users agree to follow regarding access to, egress from and use of the Corridor for the purpose of the construction, use, maintenance, alteration, repair and replacement of their Infrastructure in the Corridor, so that those activities can be carried out:
 - A. safely and efficiently
 - B. with as little impact on the Corridor, the GSDA, Landowner Property, other GSDA Users and their Property as is reasonably practicable in the circumstances
 - (ii) to set out the procedures that the Graziers agree to follow regarding the use of the Corridor where the Corridor intersects the with their Licensed Area
 - (iii) to facilitate co-use of the Corridor by imposing limitations on the GSDA Users' and the Landowner's use of the Corridor, in addition to those in the Licences.
- (b) 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 clause 2.
- (c) In the event that there is any inconsistency arising from:
 - (i) the *State Development and Public Works Organisation Act 1971* or any other applicable laws
 - (ii) the Development Scheme for the GSDA
 - (iii) a Licence to an Infrastructure User
 - (iv) as between GSDA Users who are parties to a co-use deed or a crossing deed, that co-use deed or crossing deed
 - (v) a Licence to a Grazier
 - (vi) these Protocolsany inconsistency will be resolved in order of the above priority.

3. Existing users

For clarity, it is acknowledged that:

- (a) parts of the Corridor may already be the subject of a Licence
- (b) the Landowner will request existing users of the Corridor to comply with these Protocols
- (c) the Landowner does not make any promise or representation that it will be able to ensure existing users of the Corridor comply with these Protocols.

Part B: Obligations of Infrastructure Users

4. Infrastructure impact

- (a) A GSDA User who constructs Infrastructure must use reasonable endeavours to ensure Infrastructure is not visually intrusive and does not create a physical barrier which unreasonably or unnecessarily restricts the existing use or any reasonably similar future use of the GSDA.
- (b) Infrastructure must be located underground except where it is either impractical for it to be located underground or it is operationally necessary for the proper functioning of the Infrastructure for it to be located above ground.
- (c) The Landowner and Graziers acknowledge that Infrastructure remains the Property of the relevant Infrastructure User who constructed it at all times.

5. Condition report

Unless the Landowner elects to conduct a baseline survey and notifies relevant Infrastructure Users of this, each Infrastructure User must:

- (a) conduct baseline survey of the Licensed Area
- (b) prepare a Condition Report
- (c) give a copy of the survey and Condition Report to the Landowner.

6. Access notice to be given to Infrastructure Users

- (a) Before an Infrastructure User enters on to its Licensed Area for the first time:
 - (i) the Infrastructure User must request the Landowner to provide contact details for all other GSDA Users who occupy the Licensed Area under a Licence from the Landowner
 - (ii) the Landowner must provide this information promptly
 - (iii) the Infrastructure User must:
 - A. give at least 5 Business Days' written notice to the Landowner and the relevant GSDA Users that the Infrastructure User proposes to enter onto the Licensed Area, including details of the manner in which the GSDA will be accessed and used and the parts of the GSDA that will be accessed and used

- B. provide a list of activities, including the location, the proposed work program and the timing, proposed to be carried out on the Licensed Area.
- (b) Subsequently, the Infrastructure User must:
 - (i) request the Landowner to provide contact details for all other GSDA Users who occupy the relevant part of the GSDA from time to time, but not more often than once every three months
 - (ii) provide notice to the Landowner and all GSDA Users who occupy the relevant part of the GSDA as follows before entering onto its Licensed Area:
 - A. 24 hours' notice where the Infrastructure User is accessing the Licensed Area for purposes preliminary to the construction of its Infrastructure such as surveying activities
 - B. 15 Business Days' notice for major construction activities.
- (c) Despite clauses 6(a) and 6(b), in the case of an emergency no notice will be required prior to entry, but the Infrastructure User will notify the Landowner and the relevant GSDA Users as soon as practicable after the emergency occurs.
- (d) Infrastructure Users may give any notice required to be given to the Landowner or other GSDA Users under clause 6(b) verbally.
- (e) For clarity:
 - (i) the Infrastructure User need only give notice of access under this clause to the GSDA Users:
 - A. whose contact details have been provided by the Landowner under this clause 6
 - B. whose interest in the Licensed Area is registered on the title to the Licensed Area
 - C. who the Infrastructure User knows, or ought reasonably to have known, are occupying the Infrastructure User's Licensed Area
 - (ii) this clause is not intended to reduce any additional lawful requirement imposed on any Infrastructure User to give notice to any person in relation to its activities in the GSDA.

7. Outline of Infrastructure User's activity

- (a) Each Infrastructure User must provide the Landowner and Graziers who occupy the Infrastructure User's Licensed Area with the following information:
 - (i) a list of activities (including location, the proposed work program and timing) that the Infrastructure User proposes to carry out within the Corridor
 - (ii) a general outline of the overall project that the Infrastructure User proposes to carry out on the Corridor.
- (b) If an Infrastructure User has standard guidelines that set out the way in which the Infrastructure User usually conducts its operations on land of which it shares occupation with other parties, the Infrastructure User must provide other relevant GSDA Users and the Landowner with copies of these guidelines from time to time, and on request from the Landowner.
- (c) The Infrastructure User may provide the information described in this clause by either:
 - (i) posting it on a publicly accessible website and giving the Landowner and relevant Graziers the website address
 - (ii) providing the information in hard copy form.

8. Restoring Licenced Area once construction is complete

Once construction of an Infrastructure User's Infrastructure has been completed, the relevant Infrastructure User must:

- (a) restore the surface of the Corridor as nearly as reasonably practicable to its former condition (as evidenced by the Condition Report)
- (b) advise the Landowner and other relevant GSDA Users of any inspection regime which it proposes to adopt on the Corridor.

9. Warning signs

- (a) Infrastructure Users must use reasonable endeavours to ensure that:
 - (i) warning marker signs are positioned and maintained in position on all fence lines crossing the Corridor and at other appropriate locations where practicable to clearly warn of the existence of the Infrastructure
 - (ii) the visibility of the signs installed pursuant to clause 9(a)(i) are not impeded and that there is a clear line of sight between the warning marker signs
 - (iii) all warning signs comply with all industry and Australian Standards.
- (b) The Landowner and GSDA Users must not do anything to remove or alter warning signs installed in the GSDA.
- (c) The Landowner and other GSDA Users will promptly notify Infrastructure Users if the Landowner notices a warning sign has been removed or altered.

10. Livestock

- (a) Infrastructure Users must:
 - (i) take all reasonable endeavours and precautions to minimise disturbance to livestock and other domestic animals on the Corridor
 - (ii) use all reasonable endeavours to prevent livestock from entering any part of its Licensed Area on which Infrastructure is being constructed or repaired while that construction or repair is being undertaken
 - (iii) report all accidental injury or death of livestock caused by the Infrastructure User to the Landowner and relevant Grazier as soon as reasonably practical.
- (b) If requested to do so in writing by the Landowner, Infrastructure Users must, in consultation with each Grazier that occupies all or part of the Infrastructure User's Licensed Area, prepare a livestock management plan setting out the steps the Infrastructure User will take to ensure it complies with clause 10(a).

11. Dust

Infrastructure Users must, to the extent possible, take all reasonable endeavours to use dust suppression management and practices during their activities in the GSDA.

12. Fencing, gates and grids

- (a) Where there is a fence across the Corridor, an Infrastructure User may either:
 - (i) require the Landowner or the GSDA User who has installed the fence (at the cost of the Infrastructure User) to insert a lockable gate and provide an access key to the Infrastructure User
 - (ii) install a lockable gate and provide an access key to the Landowner and any other GSDA User that must pass through the gate in order to gain access to its Licensed Area.
- (b) If an Infrastructure User intends to remove or break open any fencing, gates or grids on the Corridor:
 - (i) the Infrastructure User will provide the Landowner and any other relevant GSDA User with reasonable notice of this intention prior to any action being taken
 - (ii) the Infrastructure User, at the cost of the Infrastructure User, 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
 - (iii) the person who owned the damaged fencing, gates or grids will become the owner of the repaired fencing or gate
 - (iv) the person who owns the repaired fencing, gates or grids must maintain the repaired fencing or gate.

Part C: Obligations of graziers

13. Landowner/grazier permitted activities on corridor

- (a) The Landowner and Graziers may undertake the following activities on the Corridor without seeking the consent of the Infrastructure Users, and the Landowner may permit other people to undertake those activities, provided the activities are not likely to adversely impact the construction, use, maintenance, alteration, repair and replacement of the Infrastructure:
 - (i) open dry land grazing of cattle, sheep and other animals (including all associated activities)
 - (ii) carrying out weed control and eradication programs
 - (iii) carrying out top dressing, application of fertilisers and pasture seeding
 - (iv) pasture growth
 - (v) ongoing maintenance of the Corridor.
- (b) The Landowner and Graziers will carry out these activities at their own risk.

14. Cultivation of the Corridor by landowner or graziers

- (a) The Landowner and Graziers may use the Corridor for cultivation purposes including normal cultivation for cereal, oil seed or other crops with the relevant Infrastructure User's consent, which must not be unreasonably delayed or withheld.
- (b) The Landowner and Graziers acknowledge that it will be reasonable for the Infrastructure User to withhold consent under clause 14(a) where:
 - (i) the construction, use, maintenance, alteration or repair of the Infrastructure may be adversely impacted
 - (ii) access to, use of and egress from the Corridor may be prejudiced.
- (c) Where consent is given in respect of any of the activities under clause 14(a), the Landowner or the Grazier, as appropriate, will carry out those activities at its own risk. The Landowner and Graziers acknowledge that no compensation will be payable by the Infrastructure User for any damage or loss caused to such crops, plantings or other growth in these circumstances.
- (d) Any ploughing undertaken by the Grazier on the Corridor pursuant to this clause 14 may be undertaken provided:
 - (i) the Grazier complies with clause 15
 - (ii) ploughing is limited to a depth of 150mm
 - (iii) no contouring alterations are made.

15. Designated access points within the corridor

- (a) Subject to clause 15(b), in exercising its rights of access granted to it under a Licence or these Protocols, a Grazier may only cross an Infrastructure User's Infrastructure in the Corridor with equipment or vehicles without obtaining the relevant Infrastructure User's consent if:
 - (i) it does so with equipment or vehicles:
 - A. not exceeding a wheel loading of 80kN on a single axle (API 1102 & AS2885.1)
 - B. with tracked equipment, where the tracked equipment will not exceed a ground pressure of 100kPa
 - (ii) if the equipment or vehicles exceed the wheel loading and ground pressure described in clause 15(a)(i), at a Designated Access Point and with the relevant Infrastructure User's prior written consent, which is not to be unreasonably withheld.
- (b) Infrastructure Users may temporarily prevent Graziers from using a Designated Access Point:
 - (i) in an emergency
 - (ii) while Infrastructure Users are constructing Infrastructure within, around or within proximity of the Designated Access Point
 - (iii) where ground conditions have deteriorated resulting in an unsatisfactory level of protection to the Infrastructure Users' Infrastructure.
- (c) If a Grazier wishes to cross an Infrastructure User's Infrastructure in the Corridor with equipment or vehicles without complying with clause 15(a), the Grazier must first obtain the written consent of the relevant Infrastructure User.

- (d) The Infrastructure User may not unreasonably refuse to provide approval under clause 15(c) but may provide its approval subject to reasonable conditions and approval of any crossing construction methodology. The approval may, without limitation, require the construction of a Protection Device. Specifications for the design and construction of the Protection Device are to be provided by the Infrastructure User.
- (e) If clause 15(d) applies, and the relevant Grazier notifies the relevant Infrastructure User in writing that it accepts the Infrastructure User's requirements for the Protection Device stipulated under clause 15(d), the Infrastructure User must promptly construct the Protection Device. The Grazier must pay the Infrastructure User's reasonable costs in constructing the Protection Device promptly on demand.
- (f) If, pursuant to clauses 15(b)(ii) or 15(b)(iii), a Grazier is temporarily prevented from using a Designated Access Point and, as a result, the Grazier cannot gain access to the whole of its Licensed Area or cannot gain access from its Licensed Area to a declared road, the Infrastructure User must provide the Grazier with alternative temporary access over its Licensed Area, to the extent this is reasonably practicable.

Part D: Obligations of GSDA users generally

16. Access along licenced area

GSDA Users must ensure that all Vehicles driven on the Licensed Area are driven at a reasonable speed and in a safe and careful manner so as to minimise the risk of damage to Landowner Property and GSDA User Property.

17. Weed management

Each GSDA User must comply with an approved Weed Management Plan.

18. Comply with laws

GSDA Users must comply with all relevant laws during the term of their Licence.

19. Damage to property

- (a) GSDA Users must use all reasonable endeavours and take all reasonable precautions to:
 - (i) avoid damage to Landowner Property and other GSDA User Property
 - (ii) where applicable, respect the privacy of other GSDA Users
 - (iii) maintain good relations with the Landowner and other GSDA Users, including where relevant discussing works to be performed in the GSDA and the impact, if any, on the Landowner and other impacted GSDA Users.
- (b) Each GSDA User (**First User**) must notify other GSDA Users of any loss or damage occasioned to relevant GSDA User Property which is caused by the First User, as soon as reasonably practicable after becoming aware of the damage.
- (c) If loss or damage is caused by a GSDA User to Property located within the GSDA, that GSDA User must (at the option of the owner of the Property) repair or replace the Property as nearly as

reasonably practicable to its former condition or pay the person reasonable compensation (as determined by the Landowner, acting reasonably) for any loss or damage caused.

20. Erosion

- (a) GSDA Users must use all reasonable endeavours to replace, where reasonably practicable to do so, topsoil that is excavated by them from time to time in the GSDA and to remediate to as near as practicable the condition existing prior to commencing their activities in the GSDA.
- (b) Each GSDA User must use all reasonable endeavours to prevent erosion in the GSDA caused by the GSDA User's activities in the GSDA.

21. Vegetation

Vegetation on land owned by the Landowner may be removed or pruned by GSDA Users to enable access to, use of or egress from the Corridor, if permitted by relevant laws, or otherwise with the prior written consent of the Landowner.

22. Water

- (a) GSDA Users must not allow any irrigation equipment and irrigation practices they undertake to interfere with access to, use of and egress from the Corridor.
- (b) GSDA Users must take all reasonable measures to prevent:
 - (i) damage to the bed or banks of any dam, stream or watercourse within the Corridor (unless permitted by law)
 - (ii) excavated material from being deposited in any dam, stream or watercourse.

23. Rubbish and waste

GSDA Users must remove all rubbish, waste or construction debris in the GSDA caused by or arising from their activities in the Corridor.

24. Lighting of fires

- (a) GSDA Users must take all reasonable precautions to prevent outbreak or lighting of any fires in the GSDA including not burning any grasses, vegetation, debris or rubbish or any other material on or directly adjacent to the Corridor without the prior written consent of the relevant Infrastructure User. The Infrastructure User on whose Licensed Area the grass, vegetation, debris, rubbish or other material is proposed to be burned can only withhold consent under this clause in the following circumstances:
 - (i) where Infrastructure is located above ground
 - (ii) where the Infrastructure is being constructed, repaired or maintained
 - (iii) for safety reasons
 - (iv) where the Infrastructure User's consultants have recommended, on reasonable grounds the restriction be applied.

- (b) GSDA Users must comply with any laws in force from time to time in relation to bush fire damage or restrictions on lighting of fires in the open.

25. Security of Corridor

When accessing or egressing the Corridor, all GSDA Users must maintain the security of the Corridor in accordance with the Landowner's or any relevant GSDA User's apparent practice, including leaving all gates in the position found unless otherwise advised by the Landowner or the GSDA User.

Part E: General

26. Approvals process for works in the Corridor

- (a) Where these Protocols require the Landowner or any First User to seek the consent of another GSDA User (**Second User**) in relation to any activities or works to be undertaken by the Landowner or the First User, the following approval process will apply:
 - (i) the Landowner or the First User must make written application to the Second User requesting the Second User's consent to the proposed activity or works (**Landowner Request**) within a reasonable time (but not less than 5 Business Days) prior to the proposed commencement of the activity sought to be undertaken
 - (ii) the Second User must notify its consent (including any reasonable conditions) or refusal of the Landowner Request within 5 Business Days of receipt of the Landowner Request.
- (b) In considering the Landowner Request, the Second User will have regard to, amongst other things, the following factors:
 - (i) whether the activity might result in damage to or place at risk any property of the Second User
 - (ii) whether the activity might affect the safe operation of that property
 - (iii) whether the activity might result in the undue restriction of access to the property
 - (iv) whether the activity might affect any anticipated works, including maintenance, refurbishment, or replacement of the property.
- (c) The Landowner or the relevant GSDA User must not undertake the activity or activities the subject of the Landowner's Request until it has received written notification from the Second User, and then must only undertake that activity or those activities in accordance with the conditions imposed by the Second User.

27. Disputes and complaints

- (a) In the event of a dispute, the Landowner and other relevant GSDA User involved in the dispute will notify the other, in writing, as soon as reasonably practicable outlining the basis and scope of the dispute.
- (b) Once the parties involved in the dispute have been notified that a dispute exists, those 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 these Protocols set out in clause 2 above.

- (c) Disputes or complaints with the Coordinator-General will be managed in accordance with the Department of State Development, Infrastructure, Local Government and Planning's Complaints Management Policy, which is detailed on Department's website: www.dsdlgp.qld.gov.au

28. Amendment to Protocols

The Landowner may amend these Protocols from time to time by giving notice to GSDA Users. An amendment to the Protocols will take effect as between the Landowner and the relevant GSDA User, when the Landowner has provided a copy of the amended Protocols to that GSDA User.

29. Associates

A person may perform its obligations and exercise its rights under these Protocols by its Associates, and must ensure that the Associates comply with these Protocols.

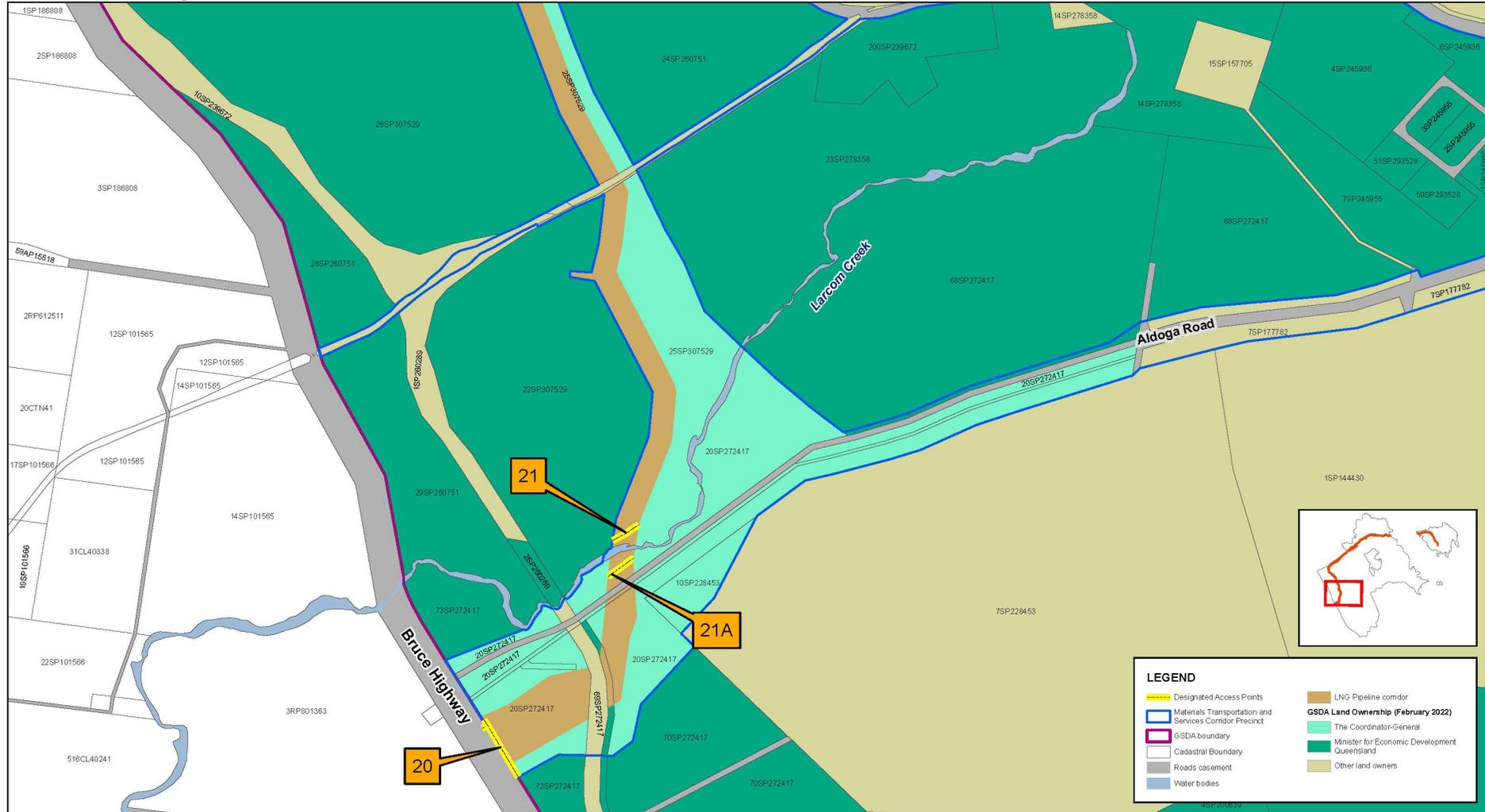
30. Notices

- (a) A notice, demand, consent, approval or communication under these Protocols (Notice) must be:
- (i) in writing, in English and signed by a person duly authorised by the sender
 - (ii) hand delivered or sent by prepaid post or email to the recipient's address for Notices specified in the relevant Licence, as varied by any Notice given by the recipient to the sender.
- (b) A Notice given in accordance with clause 30(a) takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
- (i) if hand delivered, on delivery
 - (ii) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia),
 - (iii) if sent by email, upon the sender sending the email, unless the sender receives a notification that the email was undeliverable or has not otherwise been received,
- (c) but if the delivery or receipt is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

Attachment 1 – Designated access points

Schedule 1 - Designated Access Points

Land Use Protocols for GSDA - MTSC



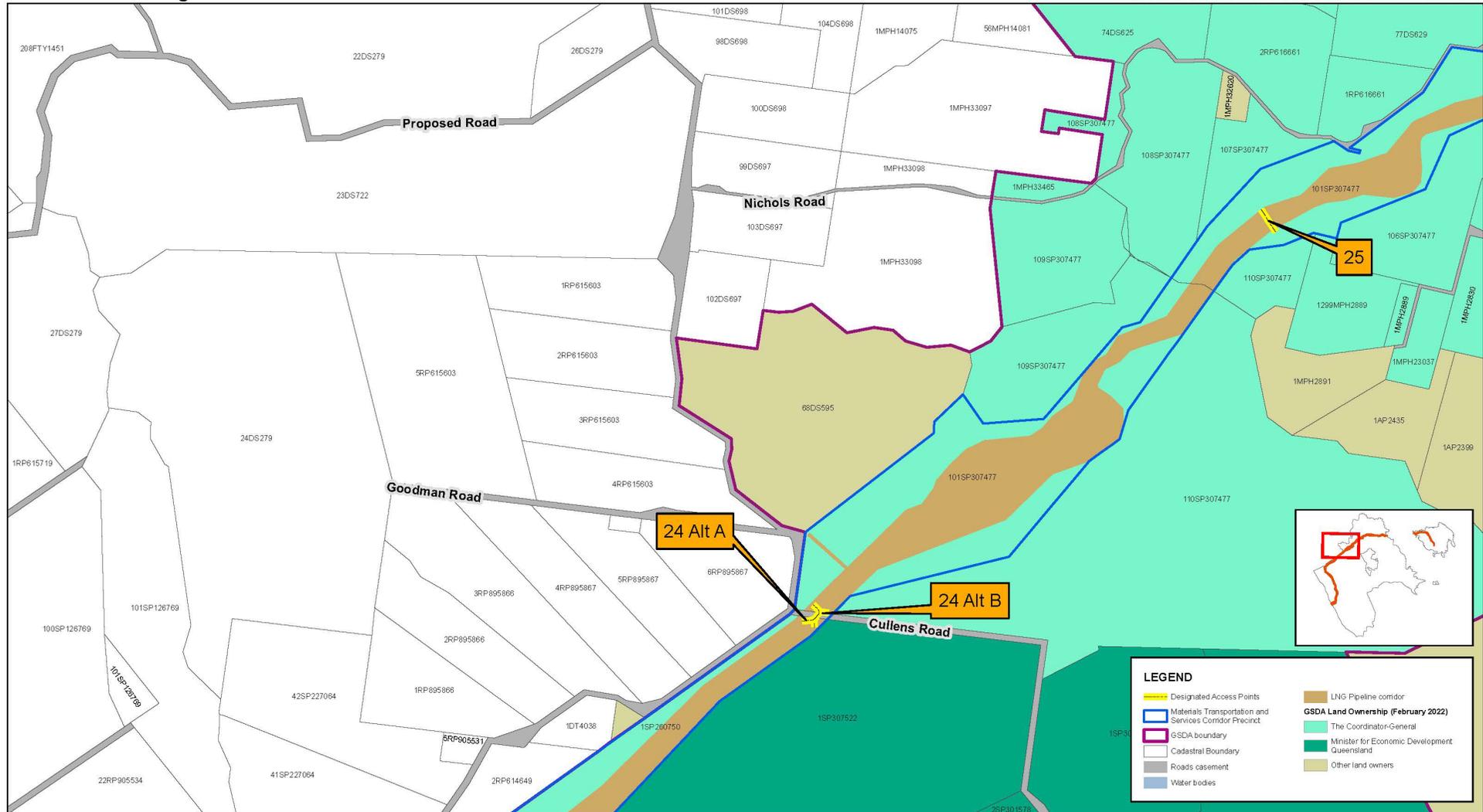
Schedule 1 - Designated Access Points

Land Use Protocols for GSDA - MTSC



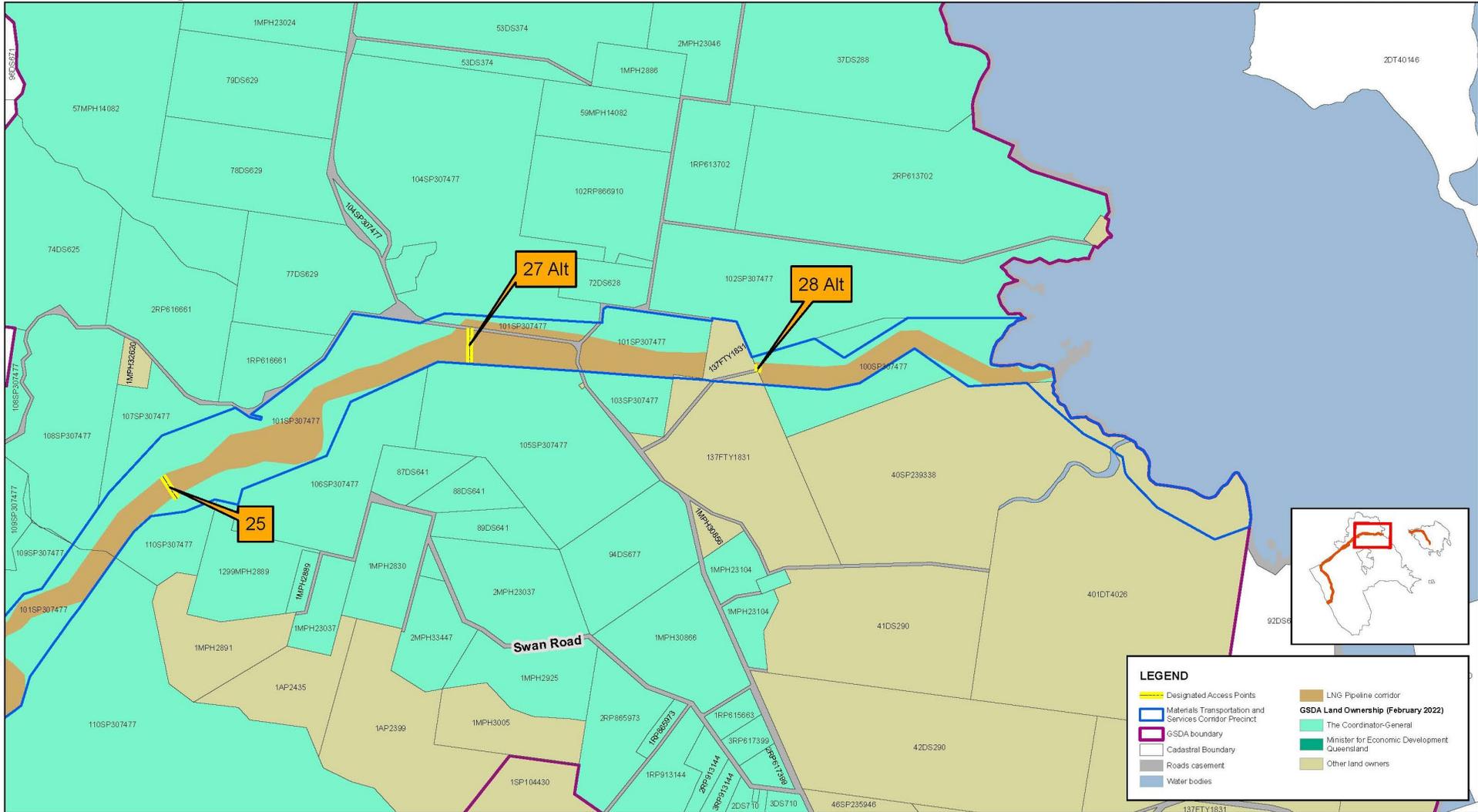
Schedule 1 - Designated Access Points

Land Use Protocols for GSDA - MTSC



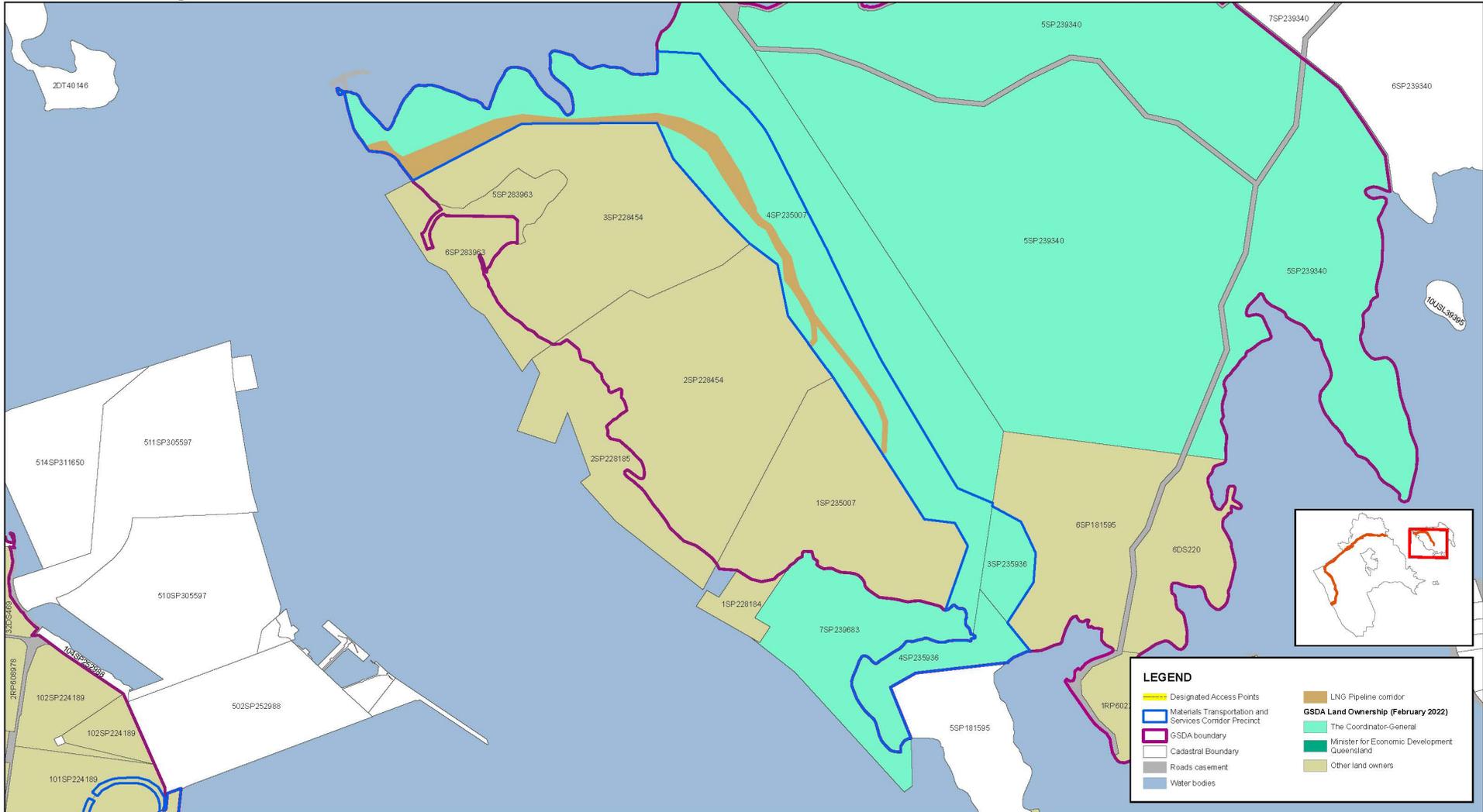
Schedule 1 - Designated Access Points

Land Use Protocols for GSDA - MTSC

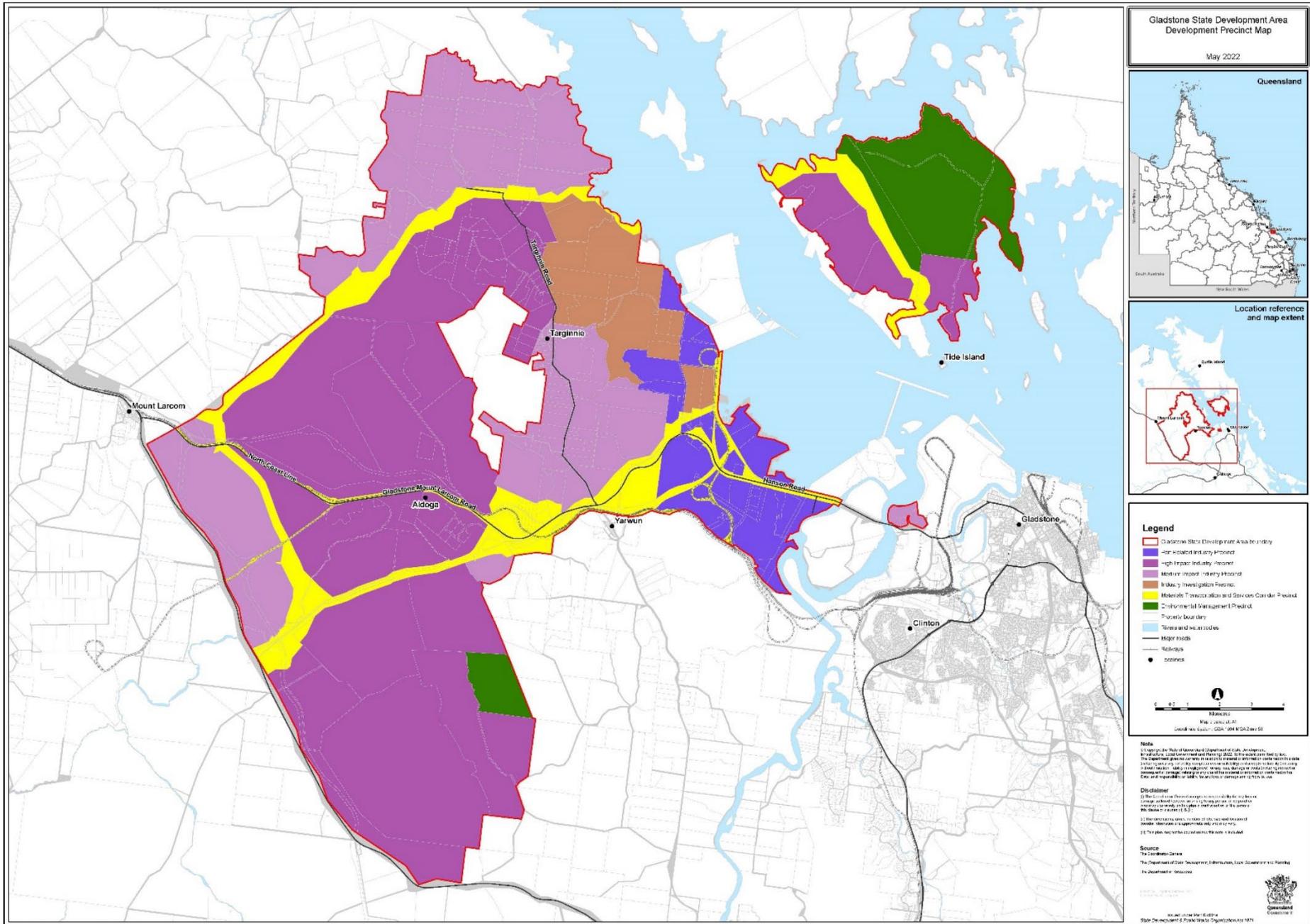


Schedule 1 - Designated Access Points

Land Use Protocols for GSDA - MTSC



Attachment 2 – Materials Transportation and Services Corridor Precinct



Attachment 3 – Weed Management Plan

Objective	<p>Minimise the introduction and distribution of weeds* within the Gladstone State Development Area (GSDA) during and after construction of the Infrastructure.</p> <p>*weeds – invasive pest plants identified under relevant Queensland legislation and relevant local government Biosecurity plan.</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/downloads/file/2462/biosecurity-plan-2021-2025 • 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 Licensed Area will be completed before any construction is undertaken to establish baseline data. • Weed control of the Licensed Area will be undertaken before construction commences. • A weed survey of the construction and access areas within the Licensed Area will be undertaken before any new construction is commenced and the location of weeds recorded. • Entry to and exit from the Licensed Areas 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 Corridor; these include: <ul style="list-style-type: none"> – 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 – 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 Corridor. • Weed surveys of the Licensed Areas are to be conducted quarterly and any remedial action appropriately undertaken in accordance with the survey's recommendations. • Entry to and exit from Licensed Areas will only occur at a Designated Access Point (as sign posted) to minimise the potential for the introduction of new weeds.
Monitoring and auditing	<p>Pre-construction and construction</p> <ul style="list-style-type: none"> • During any construction of infrastructure, regular inspections of the Licensed Areas and access areas in the Corridor are to be undertaken to assess the effectiveness of the weed management strategy, including wash-down protocols. <p>Post construction</p> <ul style="list-style-type: none"> • Quarterly weed surveys of the Licensed Areas 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 the Landowners and Graziers.
 - Non-compliance with management strategies will be rectified and a report provided to the Landowner and the relevant local government authority.
 - Any incident that introduces or disburses weeds must be reported to the Landowner. The relevant response is to be implemented at the direction of the Landowner.
-