

# AGREEMENT FOR LANDSCAPING ON COUNCIL ROAD RESERVE

Section 139 Roads Act 1993

Annual Administration Fee (Fee increases subject to adopted annual Fees and Charges) \$130

**Applicant name (property owner):** \_\_\_\_\_ **(‘Applicant’)**

**Residential address:** \_\_\_\_\_

**Suburb/Town:** \_\_\_\_\_

**Contact details:** \_\_\_\_\_

**Details of Land/Road Reserve:**  
**(i.e. Lot and DP, Area etc.):** \_\_\_\_\_ **(‘Land’)**

**Details of Landscaping/Land use:**  
(Refer to Appendix 1: attached plan/Application for Landscaping/approved plan)

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**Property owner’s signature** \_\_\_\_\_

**Property owners consent**

I/We consent to the Applicant being granted consent to use the Land for the purposes as described in this Agreement.

\_\_\_\_\_  
Name of Property owner

\_\_\_\_\_  
Signature property owner

**Council consent**  
\_\_\_\_\_

Date: \_\_\_\_\_

## **AGREEMENT FOR LANDSCAPING ON COUNCIL ROAD RESERVE**

**Section 139 Roads Act 1993**

Authorised officer

### **Terms of Agreement**

1. The Parties agree:
  - 1.1 Consent is granted pursuant to Part 9 Division 3 of the Roads Act 1993, and in accordance with Section 140 of the Roads Act 1993, Council can revoke this consent at any time and for any reason by serving a written notice on the Applicant.
  - 1.2 Council consents to the Applicant using the Land identified on the attached plans, being a Council owned road reserve, for the purpose(s) described in this Application.
2. The Applicant agrees:
  - 2.1 to pay Council the prescribed fee, within 28 days of the endorsement date of this consent, and within 28 days of the issue date of any subsequent Annual Fee invoice;
  - 2.2 to maintain public liability insurance coverage to protect the Council against any claim arising for damages throughout the term of the consent, and to provide to Council evidence of such insurance when requested;
  - 2.3 to use the land only for the purpose and in the way described in the Application and details at Appendix 1;
  - 2.4 to keep the Land and all improvements, fixtures and fittings on it, in a safe, well maintained condition, and to undertake any work (including but not limited to, maintenance, repairs, upgrade, rectification, eradication, removal, or demolition of) to the Land or anything erected on the land, as directed by Council;
  - 2.5 to allow Council to enter and inspect the Land and any structure erected on the land with reasonable notice, and to issue a Notice to the Applicant to undertake works at Council's sole discretion;
  - 2.6 to pay any invoice for work reasonably undertaken by Council to the Land or any structure erected on the land if, after the issue of a Notice to the Applicant, such work remains uncompleted;
  - 2.7 to comply with and observe all notices issued by any statutory or public authority relating to the Land, and will comply with the requirements of such notices at their own expense;
  - 2.8 failure to pay the annual fee and/or lodge public liability insurance cover will result in a revocation of the licence;
  - 2.9 not to use the Land or any part thereof for any offensive or unlawful purposes;
  - 2.10 not to keep or store any chemicals, solvents, flammable liquids, or paints) on the land, and not to paint, affix or erect on any part of the land any signs, advertisements, structures or any other articles or objects without Council's prior written consent;
  - 2.11 to prevent any act, matter or thing at any time to be done on the land which may create nuisance, grievance, damage or disturbance to the occupiers or owners of adjoining land;
  - 2.12 not to knowingly permit the sale of any goods on the land without the prior written consent of Council;

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- 2.13 to contact all utility authorities (Electricity, communications, gas) to seek and obtain permission for any structure to be erected on the land, and comply with their conditions.
3. The standard conditions of this Consent may be varied as required by Council as Roads Authority, up to and including revoking this Agreement.
4. In the event that the Land is required for public use, Council must give the applicant reasonable notice to remove any structure erected on the Land and make good any alterations to the land. If the applicant fails to do so, Council reserves the right to demolish and remove all or any part of the structure without compensation to the Applicant, and the cost incurred shall be paid by the Applicant to the Council and all materials removed from the land will be the property of Council.
5. At the termination of this Agreement, or if Council revokes this consent, the Applicant will remove, at the Applicant's own expense any building, structures, fences or improvement erected on the land and make good all damage done to the land and/or the public road. If the Applicant fails to do so, then Council may do such work as it deems necessary and the cost incurred shall be paid by the Applicant to the Council and all materials removed from the land will be the property of the Applicant.
6. The Applicant is liable for and indemnifies Council against all claims losses, losses, damages, costs, litigation, legal and enforcement costs, expenses and other liabilities arising from or incurred in connection with:
- 6.1 damage, loss, injury or death arising from the Applicant's use of the Land, unless it is caused by the Council's act, negligence, or default;
- 6.2 any third-party claim including any road authority made against the Applicant or Landowner arising from damage, negligence, or works done or remaining undone on the Land;
- 6.3 anything the Council is permitted or required to do under this Agreement.
- 6.4 the Applicant, their employees and/or agents or by faulty fittings or fixtures brought upon or affixed to the Land by the Applicant or their employees or agents;
- noting that this Clause shall not merge on termination of this Agreement.
7. Notwithstanding any implication or rule of law to the contrary Council, shall not be liable for any damage or loss the Applicant may suffer by the act, default or neglect of any other person or by reason of Council neglecting to do something to the Land which as between the Council and Applicant it might be legally liable to do.

#### **PRIVACY PROTECTION NOTICE**

Any personal information that you have supplied to or is collected by Council will only be stored and processed by Council for lawful purposes directly related to the functions and activities of Council. Any personal information supplied will only be disclosed to a third party for the purpose of performing a lawful function and for no other purpose.

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### **APPENDIX**

Attach all plans, sketches, and details of proposed land use and structures etc. to be erected upon the land here.