

DEPARTMENT OF CONSERVATION AND LAND MANAGEMENT

CORPORATE EXECUTIVE

ADMINISTRATIVE INSTRUCTION NO. 20

(Amended)

SHORT TERM EXCAVATION LEASES - POLICY STATEMENT NO. 2, BASIC RAW MATERIALS - STATE FOREST AND TIMBER RESERVES

(Administrative Instruction No. 20 is hereby amended).

The attached revised lease document CLM 31 is to be used in future for all short term leases authorised by Policy Statement No. 2 - Basic Raw Materials - February 1993.

These excavation leases will be issued at the discretion of Regional Managers, by regional or district offices in accordance with stated policy on availability of materials to Shires, MRD or other authorised agencies. No royalty is applicable if the material is for use on roads servicing and within five kilometres of State forest or timber reserves.

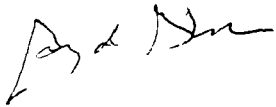
If excavation leases are issued by district offices, a copy of the Schedule is to be forwarded for retention at the regional office. A copy does not need to be sent to Como, however, the annual volume removed will be required for the Annual Report.

Note that:

- * Excavation leases can be issued for up to 12 months and are renewable for a further 12 months if required. Short term excavation leases are intended for one off projects only. Where there is an ongoing requirement a long term lease can be issued by Land Administration Branch to Shires, MRD etc, for purposes authorised in the Policy Statement No. 2.
- * The \$200 establishment fee is applicable to all new excavation leases and extensions to lease areas. The establishment fee does not apply to renewal if survey is not required.
- * The one excavation lease should not be used for royalty and non royalty areas concurrently.
- * The lease is to be demarcated in the field and described according to the Schedule. It is not necessary for it to be formally surveyed and plotted to scale.

* The royalty rate as of June 1994 is \$1.12/m³.

Copies of the lease document CLM 31 are available on requisition from Stores Branch.



Syd Shea
EXECUTIVE DIRECTOR

15 November 1994

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Distribution: Lists A B D E & L

WESTERN AUSTRALIA
CONSERVATION AND LAND MANAGEMENT ACT, 1984
EXCAVATION LEASE FOR STATE FOREST AND TIMBER RESERVES

No. _____

THIS LEASE is between the EXECUTIVE DIRECTOR OF THE DEPARTMENT OF CONSERVATION AND LAND MANAGEMENT in the State of Western Australia (hereinafter called the "Executive Director")

and _____ of _____ (the "Lessee")

WHEREBY:

The Executive Director hereby leases to the Lessee that piece of land described in Item 1 and 2 of the Schedule of that document, for the period of time and purposes described in Items 3 and 4 of the Schedule, free of royalty charge where the material mutually and directly benefits CALM Management programs in accordance with Policy No 2 (February 1993), subject to conditions hereinafter contained and to the provisions of and the powers and authorities under the Conservation and Land Management Act 1984 and the regulations thereunder:

COVENANTS BY LESSEE:

The Lessee hereby covenants with the Executive Director that:

1. The Lessee shall pay a \$200 establishment fee in advance.
2. In the event that the material is used for works unrelated to CALM Management programs, royalty is to be paid in accordance with Revised Policy Statement 2 (Feb 93)
3. No excavated material shall be used for any other purpose, nor be made available from this lease to any party other than the Lessee.
4. The Lessee shall manage and rehabilitate the lease area and any area disturbed in gaining access to the lease in accordance with the CALM publication entitled *Guidelines for the Management and Rehabilitation of Gravel Pits, South West Forest Areas*, a copy of which is attached to the lease. The standard of rehabilitation shall be to the satisfaction of the Officer in Charge and may include the battering of banks, the separate stockpiling of overburden and topsoil and subsequent return, earthworks, ripping of the pit floor, purchase of seed or plants, planting or seeding and fertilising. All rehabilitation works shall be at the Lessee's expense.
5. The area must be worked in a systematic manner to the satisfaction of the Officer in Charge.

6. The Lessee shall observe all instructions issued by the Executive Director and Officer in Charge regarding the prevention of spread of disease, in particular *Phytophthora cinnamomi*. This shall include the washing down of vehicles and equipment and construction of washing down ramps and such other measures as may be required from time to time. Any costs involved in the carrying out of such measures shall be borne by the Lessee.
7. Prior to operating on any portion of the lease area the Lessee shall remove all woody material and vegetation from that part of the lease as directed by the Officer in Charge. This lease does not confer on the Lessee any right to the timber on the leased area and, except as hereinafter provided, the Lessee will not fell, cut or in any way injure or destroy any forest produce or other vegetation growing on the said area.
8. The Lessee will not use the leased area for any purpose other than as specified in Items 4 of the Schedule except where approved by the Officer in Charge, and all material excavated from the lease area may only be used for the purposes and on roads or other sites described or designated in Item 6 of the Schedule.
9. The Lessee will observe and comply with directions that may be given from time to time by the Officer in Charge regarding the roads or tracks on or by which the excavated material obtained from the area herein granted may be removed or taken through any part of land under the control of the Department of Conservation and Land Management. Any damage to departmental roads or tracks resulting from the activities of the Lessee shall be repaired by it at its own expense to the extent of maintaining such roads or tracks in reasonable trafficable condition to the satisfaction of the Officer in Charge.
No roads may be constructed nor existing roads widened or otherwise altered without the authority of the Officer in Charge and shall be in accordance with specifications approved by the Officer in Charge.
10. That the Lessee will duly and faithfully observe, perform and comply with the provisions of the Bush Fires Act 1954 and any amendments thereof and the Regulations thereunder and any proclamations and orders made under the provisions thereof so far as the same apply to the leased area. Any breach of the said Act and/or Regulations shall be regarded as a breach of the conditions of this lease.
11. Except as hereinafter provided the Lessee will not light or cause to be lighted or permit any person other than the Executive Director his agents or workmen to light any fire on the leased area : provided that the Lessee may be granted permission by the Officer in Charge to carry out prescribed burning operations on the leased area or on any specified sections thereof during stated periods exclusive of the "prohibited times" declared under the Bush Fires "Act, 1954, for the Bush Fire zone or part thereof in which the leased area is situated and subject to such conditions for the proper control of such fire or fires. Any permission granted as aforesaid may be suspended or cancelled at any time by the Officer in Charge should such action be deemed necessary for fire protection purposes.
12. The compliance by the Lessee of the conditions stipulated in connection with any permission granted to carry out prescribed burning operations as aforesaid shall not relieve or be deemed to relieve the Lessee from liability for any actionable damage sustained by the Executive Director or any other person in consequence of such burning operations.
13. In the event of any fire other than a "prescribed fire" lighted by the Executive Director, his agents or workmen or by the Lessee under any permission granted in accordance with the provisions of this lease starting on the leased area the Lessee shall forthwith upon becoming aware of such fire take all reasonable measures at the Lessee's own

14. At any time on the completion of gravel quarrying operations and before the lease is determined, the Officer in Charge may require the Lessee either to securely fence off the area or to cause the sides of the pit to be sloped off to the satisfaction of the Officer in Charge.
15. Upon the expiration or sooner determination of the lease hereby granted, the Lessee will peaceably and quietly yield and deliver up possession of the said leased area to the Executive Director or his authorised officer subject to that upon expiration or sooner determination of the lease any outstanding rehabilitation obligations remain the responsibility of the lessee.
16. The Lessee will at all times indemnify and keep indemnified the Executive Director and the Crown from and against all actions claims and demands which may be made by any person firm or corporation for damages or personal injury of any person or persons arising out of or in relation to or incidental to the use of the leased area by the Lessee.
17. The right shall be hereby reserved to the Executive Director his agents or workmen to enter upon and carry out such duties and exercise such powers upon the leased area as it may be necessary or expedient to carry out or exercise in the administration or for the purposes of the Conservation and Land Management Act, 1984 or any other enactment or any regulation made thereunder and the Lessee shall not be entitled to any compensation by reason of any inconvenience or disturbance or loss occasioned by any action on the part of the Executive Director.
18. The Lessee shall pay all rates and taxes and assessments charged upon the lease area as a consequence of its purpose.
19. In default of the due observance and performance by the Lessee of the conditions of this lease, the Executive Director may suspend the operations or by notice in writing cancel the lease and take possession of any excavated material there is.

SYD SHEA
EXECUTIVE DIRECTOR

per
DISTRICT/REGIONAL MANAGER

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LESSEE OR LESSEE'S NOMINEE