

## SHORT-TERM LICENCE

### Short-term Licence: Section 2.20 Crown Land Management Act 2016

On this       day of       two thousand and twenty three, the **Dubbo Regional Council** (hereinafter referred to as the "Crown Land Manager") being the appointed Crown Land Manager under the *Crown Land Management 2016* ("Act") for the whole of the land within Reserve No. **R98152 Cullen Park Reserve** for **purpose of Public Recreation** and situated at **Mountain Creek Road Dubbo NSW 2830** hereby grants pursuant to section 2.20 of the Act a short-term licence to the person(s) specified in section 1 of schedule 1 (hereinafter referred to the "licensee") subject to the following terms and conditions:

- 1 The licensee must pay the Crown Land Manager the licence fees and bond (if any) specified in section 5 of schedule 1 prior to occupation of the Crown land. The bond (if any) will be returned upon expiry and compliance with the conditions of the licence.
- 2 The licence remains in force for the term specified in section 6 of schedule 1, which is not to exceed 12 months. The Crown Land Manager may cancel the Licence without prior notice if there is a breach by the licensee of any of the licence conditions.
- 3 The licensee must advise the Crown Land Manager of any changes to the contact details set out in section 3 of schedule 1.
- 4 The licensee must not interfere with any other person authorised by the Crown Land Manager to use the reserve or any part thereof.
- 5 The licensee must not use the land specified in section 2 of schedule 1 except for the purpose(s) authorised by this licence in section 4 of schedule 1.
- 6 The licensee must comply with all of the special conditions specified in section 7 of schedule 1.
- 7 Any notice provided for in this licence shall be deemed to be validly served if;
  - a it is personally served on the licensee or where the licensee is a corporation or association, on an officer of the corporation or association; or
  - b it is sent by prepaid ordinary mail addressed to the licensee at the address shown in section 3 of schedule 1.
- 8 The Crown Land Manager does not make or give any warranty, promise or covenant to the licensee for quiet enjoyment of the licence area.

Signed on behalf of the Crown Land Manager:	Signed on behalf of the Licensee:
----- Name: Murray Wood Position: Chief Executive Officer Dated:  Signed by witness:  ----- Print Name: Dated:	----- Name: Position: Dated:  Signed by Witness:  ----- Print Name: Dated:

## SHORT-TERM LICENCE

<b>SCHEDULE 1</b>			
<b>SECTION 1:</b> Licensee (full name)	Name of Licensee: Mr Scott Bell  ABN: 75307910662		
<b>SECTION 2</b> Licensee's Right	The Licensee shall have the use of the reserve area being Lot <b>7310 DP 1146820</b> as shown by red hatching on the diagram attached as Schedule 2 to this Licence (hereinafter called "the licensed area").		
<b>SECTION 3:</b> Contact details for service of notice	Address: 7R Mountain Creek Road Dubbo NSW 2830 Email: scottbell79@live.com Phone(s) 0478 312 565		
<b>SECTION 4:</b> Purpose of Licence (must be for prescribed purpose)	<p>The Licensee shall have the use of the area shown on the diagram attached as schedule 2 (hereinafter called "the licensed area") for the prescribed purpose of (tick as applicable):</p> <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> access through a reserve  <input type="checkbox"/> advertising  <input type="checkbox"/> camping using a tent, caravan or otherwise  <input type="checkbox"/> catering,  <input type="checkbox"/> community, training or education,  <input type="checkbox"/> emergency occupation  <input type="checkbox"/> entertainment,  <input type="checkbox"/> environmental protection, conservation or restoration or environmental studies,  <input type="checkbox"/> equestrian events  <input type="checkbox"/> exhibitions  <input type="checkbox"/> filming (as defined in the Local Government Act 1993),  <input type="checkbox"/> functions,           </td> <td style="vertical-align: top;"> <input checked="" type="checkbox"/> grazing  <input type="checkbox"/> hiring of equipment,  <input type="checkbox"/> holiday accommodation  <input type="checkbox"/> markets,  <input type="checkbox"/> meetings,  <input type="checkbox"/> military exercises,  <input type="checkbox"/> mooring of boats to wharves or other structures  <input type="checkbox"/> sales,  <input type="checkbox"/> shows,  <input type="checkbox"/> site investigations,  <input type="checkbox"/> sporting and organised recreational activities,  <input type="checkbox"/> stabling of horses,  <input type="checkbox"/> storage.           </td> </tr> </table> <p>as specified in the Crown Land Management Regulations for the purpose of section 2.20 of the Act.</p>	<input type="checkbox"/> access through a reserve <input type="checkbox"/> advertising <input type="checkbox"/> camping using a tent, caravan or otherwise <input type="checkbox"/> catering, <input type="checkbox"/> community, training or education, <input type="checkbox"/> emergency occupation <input type="checkbox"/> entertainment, <input type="checkbox"/> environmental protection, conservation or restoration or environmental studies, <input type="checkbox"/> equestrian events <input type="checkbox"/> exhibitions <input type="checkbox"/> filming (as defined in the Local Government Act 1993), <input type="checkbox"/> functions,	<input checked="" type="checkbox"/> grazing <input type="checkbox"/> hiring of equipment, <input type="checkbox"/> holiday accommodation <input type="checkbox"/> markets, <input type="checkbox"/> meetings, <input type="checkbox"/> military exercises, <input type="checkbox"/> mooring of boats to wharves or other structures <input type="checkbox"/> sales, <input type="checkbox"/> shows, <input type="checkbox"/> site investigations, <input type="checkbox"/> sporting and organised recreational activities, <input type="checkbox"/> stabling of horses, <input type="checkbox"/> storage.
<input type="checkbox"/> access through a reserve <input type="checkbox"/> advertising <input type="checkbox"/> camping using a tent, caravan or otherwise <input type="checkbox"/> catering, <input type="checkbox"/> community, training or education, <input type="checkbox"/> emergency occupation <input type="checkbox"/> entertainment, <input type="checkbox"/> environmental protection, conservation or restoration or environmental studies, <input type="checkbox"/> equestrian events <input type="checkbox"/> exhibitions <input type="checkbox"/> filming (as defined in the Local Government Act 1993), <input type="checkbox"/> functions,	<input checked="" type="checkbox"/> grazing <input type="checkbox"/> hiring of equipment, <input type="checkbox"/> holiday accommodation <input type="checkbox"/> markets, <input type="checkbox"/> meetings, <input type="checkbox"/> military exercises, <input type="checkbox"/> mooring of boats to wharves or other structures <input type="checkbox"/> sales, <input type="checkbox"/> shows, <input type="checkbox"/> site investigations, <input type="checkbox"/> sporting and organised recreational activities, <input type="checkbox"/> stabling of horses, <input type="checkbox"/> storage.		
<b>SECTION 5:</b> Licence Fee (\$)	The licence fee is \$1815.00 The bond fee is \$ Nil		
<b>SECTION 6:</b> (a) Term (not to exceed 12	(a) Months: Twelve		

months)	
(b) Commencement Date	(b) Day: 01      Month: June      Year: 2023
(c) Expiry Date	(c) Day: 31      Month: May      Year: 2024
<b>SECTION 7:</b> Special Conditions	<p>(a) The licensee shall keep the said licensed area and any buildings clean and tidy and all papers and other rubbish shall be collected and removed.</p> <p>(b) The licensee shall control weeds as directed by the “local control authority” (as defined in section 8 below).</p> <p>(c) The licensee shall immediately repair and make good, damage occasioned by the licensee’s use of the licensed area.</p> <p>(d) The Licensee shall indemnify and keep indemnified the Crown Land Manager and the Minister administering the <i>Crown Land Management Act 2016</i> against all actions, suits, claims, debts, obligations and other liabilities that may arise from the activities of the Licensee during the currency of the Licence.</p> <p>(e) The Licensee shall, before occupying the licensed area, take out a public risk insurance policy for the term of the licence, for the amount of \$20,000,000 for any one claim whereby the Crown Land Manager and the Minister administering the <i>Crown Land Management Act 2016</i> shall during the continuance of this Licence be indemnified against claims and demands arising from death or bodily injury or damage to property arising out of the Licensee’s use of the licensed area. Copy of such coverage is to be handed to the CLM before occupying the licensed area.</p> <p>(f) The Licensee shall maintain all other insurances as may be required by the <i>Workers Compensation Act 1987</i> or any other Act or Acts of Parliament in regard to the conduct of activities of the Licensee on the licensed area. Copy of such coverage is to be handed to the Crown Land Manager before occupying the licensed area.</p> <p>(g) No relationship of landlord and tenant is or is intended to be created between the parties hereto by virtue of this License or in any way whatsoever.</p> <p>(h) The Licensee, or other authorised employee of the Licensee, is responsible for supervising the activities permitted by the licence.</p> <p>(i) The following listed activities shall not be conducted unless supervised by the Licensee, or an authorised employee of the Licensee:</p> <ul style="list-style-type: none"> <li>• Activities: Grazing of sheep and/or cattle and/or horses</li> </ul>

	<p>(j) The Crown Land Manager reserves the right to remove from or refuse entry to the licensed area any person regardless of any arrangements or contract with the Licensee.</p> <p>(k) All improvements, erections and fixtures now or hereafter erected on the licensed area are acknowledged by the Licensee to be absolute property of the Crown, but the Licensee shall maintain and repair such improvements, erections and fixtures during the period of this Licence.</p> <p>(l) This Licence is subject to the provisions of the Crown Land Management Act 2016, including section 2.20 and 3.43 of that Act.</p> <p>(m) The Licensee shall maintain and keep all fencing to a standard at least equivalent to that as the commencement of the licence agreement. All damage to fencing is to be repaired by the Licensee within fourteen days, or 48 hours in the case of emergency. Should the Licensee not affect repairs within the given time, then the Crown Land Manager will arrange for repairs to be undertaken at full cost to the Licensee.</p> <p>(n) The Licensee will not cut down, fell or destroy any growing or living timer or timber like trees standing upon the property without the consent in writing of the Crown Land Manager</p> <p>(o) The Licensee will during the term hereof submit to the Local Land Services all necessary returns and will pay for any rates and assessments assessed by the Local Land Services in respect of the property.</p> <p>(p) The Licensee will at all times during the term hereof use all proper and effective means of keeping down and exterminating on the property all rabbits and other vermin and noxious animals and noxious plants and will comply with all laws and regulations now or hereafter in force relating to the keeping down and extermination of the same respectively and applicable to the district in which the property is situated. The Licensee shall take all reasonable steps to control any plague of noxious insects, pests and the like and shall do all things necessary and properly to control the growth and spread of same. Should these items not be controlled by the Licensee within a reasonable time, the Crown Land Manager will attend to the same at full cost to the Licensee.</p> <p>(q) The Licensee shall depasture livestock on the land in accordance with the rules of good husbandry and the Licensee shall not during the term of this agreement permit the agistment of livestock upon the property for or on behalf of any other person.</p> <p>(r) The Licensee shall not sublet, assign or otherwise deal with the licensed area.</p> <p>(s) Land subject to approve Native Title Determination (Native Title Act 1993).</p>
--	---

	<p>The land is subject to an approved determination of the existence of native title rights and interests pursuant to the Native Title Act 1993 (NTA 1993). Should the Federal Court of Australia determine native title rights and interest exist over the land pursuant to the NTA 1993, the licence will terminate or altered from the date of the determination. Except as may be expressly provided for in this licence the Licensee acknowledges and agrees that the Licensee will not be entitled to any compensation, costs or damages, in respect of the termination/variation of this licence by operation of this clause.</p>
<p><b>SECTION 8:</b> Local control authority</p>	<p>The Local Control Authority is:</p> <ul style="list-style-type: none"> <li>(a) The council of the local government area, or if weed control functions for that area have been conferred on a county council or joint organisation (within the meaning of the <i>Local Government Act 1993</i>) under any other Act, that other county council or joint organisation,</li> <li>(b) for land within the Western Division that is not within a local government area, the Minister, and</li> <li>(c) for land within Lord Howe Island, the Lord Howe Island Board.</li> </ul>

## SHORT-TERM LICENCE

### SCHEDULE 2

### DIAGRAM SHOWING LICENCE AREA IN RED



**DISCLAIMER** - While every care is taken to ensure the accuracy of this data, the Dubbo Regional Council and the copyright owners, in permitting the use of this data, make no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason. © State of NSW Land and Property Information (LPI) 2018 © Dubbo Regional Council 2018

Print Date: 29/04/2020 - 12:41 PM



70 Church Street DUBBO NSW 2830  
Ph: (02) 6801 4000  
Fax: (02) 6801 4259  
[www.dubbo.nsw.gov.au](http://www.dubbo.nsw.gov.au)

#### Cullen Park Reserve (R98152)

230 0 172 345

Meters

Projection: Transverse Mercator  
Coordinate system: MGA (GDA94) Zone 55