



**COPPERSTRING 2.0**

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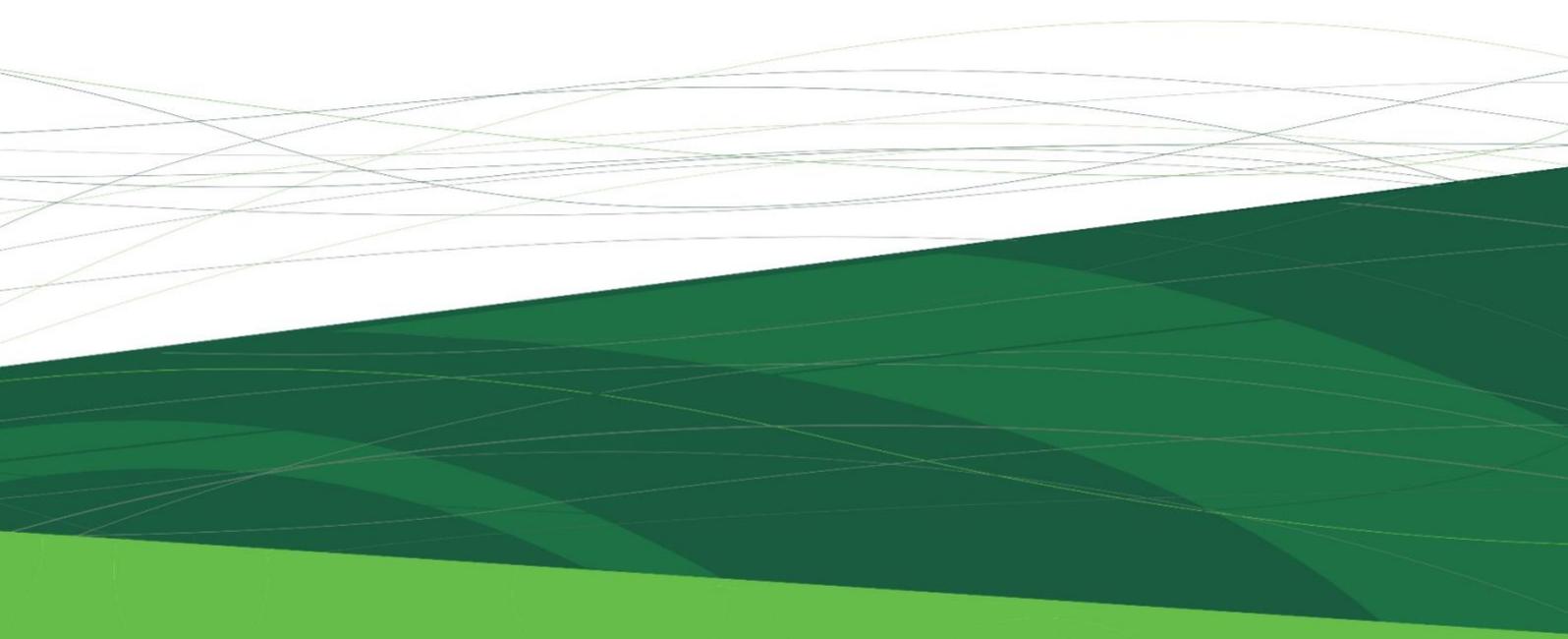
# **Land acquisition protocol**

**Volume 3 Appendix E**

# CopperString Project

## Land Access Strategy

Revision 1 | June 2020



The following document was prepared by RLMS



*RLMS (Resource and Land Management Services) is an independent consultancy established in 1990, focusing on the energy, transport, communications and exploration sectors Australia wide. RLMS specialises in tenure management, land negotiation and acquisition, route corridor selection, environmental approvals and mapping.*



# CopperString Project

## Land Access Strategy

Revision 1 | June 2020

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# 1. INTRODUCTION

The CopperString 2.0 Project (the Project) is an extra high voltage transmission line proposed to extend the Queensland Power Grid from the east coast to the Mount Isa Region. The line originates at a proposed new substation on the Powerlink Ross to Strathmore 275kV transmission line and generally follows the Flinders Highway west to Hughenden, Cloncurry and Mount Isa. A southern connection to the line will transmit electricity to Cannington and Phosphate Hill. This document provides the strategy for the negotiation of land access for the Project.

This strategy documents the processes by which the Project secures land tenure and identifies the processes that will ensure negotiations are fair and reasonable for all parties.

CopperString has prepared a Stakeholder, Landholder and Community engagement guideline and plan. This land access strategy is consistent with that guideline.

## 1.1 Purpose and Application

The purpose of this strategy is to provide effective land access for the Project. This strategy applies to all dealings with landholders along the route of the transmission line.

The strategy identifies the principles to be followed for all dealings with landholders throughout the pre-construction, construction and operational phases.

The overall goal of the Land Access program is bi-directional: Presenting the Project to the landholder and negotiating agreements and contracts with them; and acting as a conduit for the flow of information between the landholder and the Project, particularly where there are concerns or complaints. The objective of this strategy is to ensure that there is open communication between the landholder and the Project.

The principles of the strategy include providing dedicated land agents to landholders, maintaining dialogue with the landholder, capturing information about landholder property and infrastructure, capturing and managing data including records of dealings, communicating entry requirements, establishing contact registers, and identifying team roles and responsibilities.

All landholders and other entities that own, lease, use or have a material interest in, on or over the land impacted by the Project have been identified and incorporated into a register. This register will be maintained to ensure all dealings are captured and available throughout all phases of the Project. CopperString records these dealings in accordance with the Stakeholder, Landholder and Community Engagement Guideline and plan.

This Strategy applies to other people and organisations with an interest in land including overlying tenure holders, government departments and agencies and local governments.

## 1.2 Privacy and information

The Project requires that a series of commercial negotiations are conducted with the landholders along the route. As part of these negotiations personal information will be collected for the Project in order to conduct business, identify property owners and identify the correct parties to the negotiation. Throughout the negotiation process key information will be gathered for each property including, for example names, addresses and contact details, land title and ownership, property data e.g. freehold/leasehold, property uses and activities conducted on site. The Project has the obligation to respect the privacy of these data as required by privacy legislation.

## **2. LAND ACCESS OVERVIEW**

The process of negotiating land access generally falls into a number of distinct steps:

- Route agreements (i.e. the corridor to be occupied by the transmission line)
- Land Access Agreements;
- Option Agreements of the Grant of an Easement; and
- Final survey and registration of the Easement.

These steps are generally associated with activities to establish the development of the Project including access for studies, construction, rehabilitation and operation. The steps include utilising additional resources including, for example registered valuers to calculate compensation schedules for each land parcel.

Additionally, there needs to be a staged escalation process to manage disagreements or stalled negotiations with landholders, up to and including compulsory acquisition of the easement.

Reasonable legal fees, stamp duties, GST, bank mortgage fees and other costs incurred by the landholder will be paid by CuString Pty Ltd (CuString) as part of the compensation package.

## **3. BACKGROUND**

The Project commenced planning in the early 2000's and published an Environmental Impact Assessment in 2010. The Project recommenced in 2019 with the development of an Initial Advice Statement and was recognised as a Coordinated Project by the Queensland Government in 2019 for which an EIS was required. The Project is a controlled action under the Commonwealth 1999 (EPBC Act).

The Project undertook significant consultation with landholders throughout 2010 period. Between the initial program in 2010 and 2019 there has been no formal engagement with the landholders.

Option agreements entered into with Landholders during 2010 have lapsed. CuString recommenced negotiation based on a revised corridor for the Project in 2019.

## **4. ELEMENTS OF THE STRATEGY**

## 4.1 Project land

Land for the Project will be a contiguous permanent easement 120 meters wide from the origin point on the Powerlink Ross Strathmore 275kV line near Townsville to a substation at Dajarra Road near Cloncurry. Between this substation and Mount Isa the easement narrows to 60 metres. From the Dajarra Road substation to the southern terminus point at Cannington and Phosphate Hill the easement is 60 metres. There will also be an easement of 120 metre from Dajarra Road substation to the Ergon Chumvale Substation. The land will include transmission line easement. Additional lands will be required for ancillary works such as Controlled Environment Vault (CEV) huts and substations.

Project land will include crossing of freehold and leasehold lands under the control of private landholders as well as crossing of reserves, road and rail corridors, other gazetted reserves, stock routes, water courses, local authority lands and existing easements for electricity and gas infrastructure.

Additional land may be required for temporary work areas such as workers accommodation camps, lay down yards, concrete batch plant and helicopter stringing. In some areas it may be necessary to establish borrow pits for rock or gravel or additional working areas.

Where these additional areas are required the Project will negotiate with the relevant landholders for the temporary use via a short term lease or similar instrument.

## 4.2 Land tenure project cycle

The process of securing and managing land tenure for the Project life cycle falls into eight distinct steps. Specific negotiations will apply at each step. Land agents will maintain the relationship with landholders throughout each step.

The Land Tenure steps include:

- Route selection and landholder agreement on alignment
- Access and Approval Conditions
- Valuation and Easement Purchase Price
- Agreement for Easement including terms and conditions to attach to the land
- Construction
- Rehabilitation of construction disturbances
- Operation

Each of the steps will be discussed in detail below.

## 4.3 Preliminary steps

### 4.3.1 Identification of the landholders

Prior to the implementation of any negotiations with the landholders, correct identification of the landholders along the corridor will be determined through searches of the land title office and land registers. This will be undertaken based on the RP property data.

A secure filing system will be implemented for managing communications and dealings with land holders. Access to landholder data will be controlled and remain subject to privacy arrangements.

#### 4.3.2 Background data

Each affected property will receive an information pack prepared for the landholder. The information pack will include:

- Letter to the landholder introducing the Project
- Provision of Project data such as a description of the Project, and the activities proposed as well as the identification of the activities proposed to be conducted on the property
- Property maps identifying the proposed corridor across an individual property
- Contact details should a landholder require further communication
- Advice that a land agent will be in conduct to arrange face – to – face meetings and undertake further specific negotiations.

#### 4.3.3 Effective land access

Effective land access can occur once the access agreement is signed. Elements of the access agreement include:

- A forward program of work.
- Timeframes for landholder visitation.
- Contact details of landholders and stakeholders.
- Formulation of reporting structure.
- An agreed landholder management process including, for example, complaint resolution.

Communication between the Project and the landholder are essential to the success of the Project. To facilitate this the Project will dedicate Land agents to work with specific landholders throughout the duration of the Project.

### 4.4 Corridor selection and landholder agreement

Initial meetings with landholder will discuss the proposed corridor and the effect this may have on the property and land use. The aim of this initial consultation is to identify any unacceptable impacts on the land and discuss the potential solutions for evaluation.

Additionally, discussions regarding the corridor provide the opportunity to obtain data regarding the on-property infrastructure such as location of yards, water points, mustering laneways, sheds and houses.

On farm infrastructure and other attributes will be located and registered on the Project GIS and used to compile a Construction Line List.

Once the alignment is agreed between the Project and the landholder the corridor can be locked within the Project and the calculation of areas for compensation and other aspects of the Project can be considered.

### 4.5 Access and approval conditions

Land agents will negotiate approval from the landholder to access the property for the various studies required for the Project. Studies include, environmental (such as ecological, soils, water resources), construction (e.g. areas of rock, or other constraints for transmission towers), survey, logistics planning and rehabilitation requirements.

The Project has legislated obligations with respect to biosecurity risk management. All groups, individuals and companies acting on behalf of the Project must comply with these obligations. Additionally, the conditions of entry, identified on the access agreement are elements for compliance by Project representatives.

## 4.6 Valuations and easement price calculations

The easement price is calculated from the valuation of the property and the area of the easement proposed for that property. There are a number of principles upon which the valuation is calculated.

The first principle is that of market value. This can be defined as the estimated amount for which an asset should exchange on the date of valuation between a willing buyer and willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

The second principle is that of equivalence wherein the owner receives the equivalent value in money of the land the landholder gives up.

The valuation will consider the property and the level of development that has occurred on the property. Valuations may be either desktop or a desktop supported by an assessment and inspection of the property. The base valuation always considers the value of similar properties sold in the area and to a certain extent the improvements on the land.

The valuation of the land is converted into a calculation of compensation considering the area of land proposed to be taken and whether the area will be excluded from further operations on the property (e.g. in the case where a hut or structure will be placed on the land) or whether the subject land can be used for ongoing operations within the proposed easement (e.g. grazing or cropping along the easement).

## 4.7 Agreement for easement

The agreement for the easement includes the option to take the easement i.e. after construction is completed the easement will be registered on the land title and binds the current and any future landholder to comply with the terms and conditions.

The terms and conditions identify the purpose of the easement as well as conditions conferring the right of entry and other rights associated with the operation of the easement. Easement terms and conditions also establish the rights of the landholder and identify the activities that may be undertaken within the easement boundary. Furthermore, the activities which are prohibited are defined (typically these include construction of buildings and houses or similar within the easement area).

Prior to construction the parties sign the option deed which is an executed document between the Project and the Landholder. The option deed defines the payment schedule for compensation, the responsibilities of both the landholder and the construction contractor and the Project during construction and between the landholder and the Project post construction.

After construction the corridor is surveyed, and the as-built survey is attached to the easement option for registration on the land title.

Typically, the option expires after a set period, this would occur in the case of the Project not passing the threshold to financial close, or in the case of significant delays. Where the option lapses the landholder retains full rights over the subject land.

## 4.8 Construction

Landholder management during construction includes the identification of activities and the timing of these activities to support construction. Keeping the landholder informed of activities, or addressing any concerns or issues raised by the landholder during construction.

Construction of linear infrastructure typically involves several discrete activities such as vegetation clearing and site preparation, tower erection and line stringing and commissioning. Whilst these activities are sequential there may be extended periods where no work is being undertaken on a particular property. These periods can result in landholder concerns and give rise to complaints where seasonal conditions may cause impacts. Communication between the land agents and the landholders can address these matters and ensure impacts are managed.

Consultation with the Landholders regarding access during construction as well as addressing potential concerns over impacts (such as noise and dust) is required prior to and during construction. The timing of activities on land (such as scheduling to avoid mustering periods) will be part of the communication program.

## 4.9 Rehabilitation

Following construction the Project has the obligation to address impacts which may include the removal of temporary work areas, relieving soil issues such as compaction from transport vehicles or reinstating waterway crossings, reseeding to replace pastures and inspection/management of weeds and biosecurity risks.

The post-construction rehabilitation plan will be developed for the Project and communicated with the landholders.

Landholder acceptance of the rehabilitated site will form part of the construction contractor performance standards.

Ongoing checks and maintenance (such as areas of erosion or biosecurity management) will be required during post construction performance guarantees between the Project and the Constructor.

If all construction and post-construction rehabilitation works are complete and in order, the Land Agent and the Landholder will sign a release notice that all work is completed. If there are areas of concern between the landholder, remedial action shall be discussed and agreed.

## 4.10 Operations

The role of the land agent ends with commissioning and the operational phase of the Project commences. Operational dealings with Landholders will be the responsibility of the Operations and Maintenance personnel.

During this phase of the Project access to the easement will be minimal and related to ongoing maintenance of the line or the easement (such as vegetation control).

#### 4.11 Overlapping tenure

The proposed easement crosses a number of overlapping tenures including mining leases, mineral development leases, oil and gas exploration tenements and mineral exploration tenements.

Mining tenures will be managed similarly to landholders through notification of the Project and the crossing of the proposed easement on the individual tenement. Adjustment of the corridor to avoid sterilisation of a commercial mineral resource will be considered through negotiation with the tenement holder.

#### 4.12 Other crossings

The Project establishes agreements with landholders and other stakeholders such as:

- State controlled roads and rail crossings
- Local Government authorities (local roads and reserves)
- Environment departments (reserves and conservation lands)
- Electricity entities (e.g. Ergon and Powerlink)

CuString will negotiate the crossing points and the terms and conditions associated with the crossings with the authorised parties such as Department of Transport and Main Roads as well as the instrument to enable occupation of the cadastral segment. These instruments may include easements, wayleaves or similar.

## 5. CONCLUSIONS

CuString will negotiate access to land to establish the development of the Project through a series of discrete steps including:

- Route agreements (i.e. the corridor to be occupied by the transmission line);
- Land Access Agreements;
- Option Agreements of the Grant of an Easement; and
- Final survey and registration of the Easement.

These steps are generally associated with activities to establish the development of a Project including access for studies, construction, rehabilitation and operation. The steps include utilising additional resources including, for example registered valuers to calculate compensation schedules for each land parcel.

The Project is committed to ensuring negotiations are conducted in good faith and with respect between the parties of the negotiation.

CuString will pay compensation for the taking of land based on valuations conducted by registered valuers, the area of land and the area affected by the Project.

CuString will pay reasonable legal fees and other charges associated with the registration of the easement on land title.