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<b>PERMIT TO USE PUBLIC ROAD 2015-2020</b>	SF129
	Responsible Officer: Property Tenure Officer
	Issue Date: July 2015
	Next Review Date: June 2017

Pursuant To Section 222 of the Local Government Act 1999

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Applicants Name (the "Permit Holder")</b>	
<b>Applicants Address</b>	
<b>Phone:</b>	<b>Email:</b>
<b>Fax:</b>	

If the Applicant is a company please provide the name and title of the business owner (or partner)

<b>Business Trading Name:</b>	
<b>Business Address</b>	
<b>Phone:</b>	<b>Email:</b>
<b>Fax:</b>	

<b>Please specify purpose of "permit area" e.g. Cropping/Grazing/Other business</b>
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<b>Period of the Authorisation:</b> (Permits are issued for a maximum period of five years or otherwise stated by Council)	<b>From:</b>	<b>To:</b>
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Note 1: The Act provides that a road extends from property boundary to property boundary and includes the carriageway, footpaths and verges.

Note 2: Where this Application requires an alteration to a public road the issuing of this Authorisation also includes an Authorisation pursuant to Section 221 of the Local Government Act 1999.

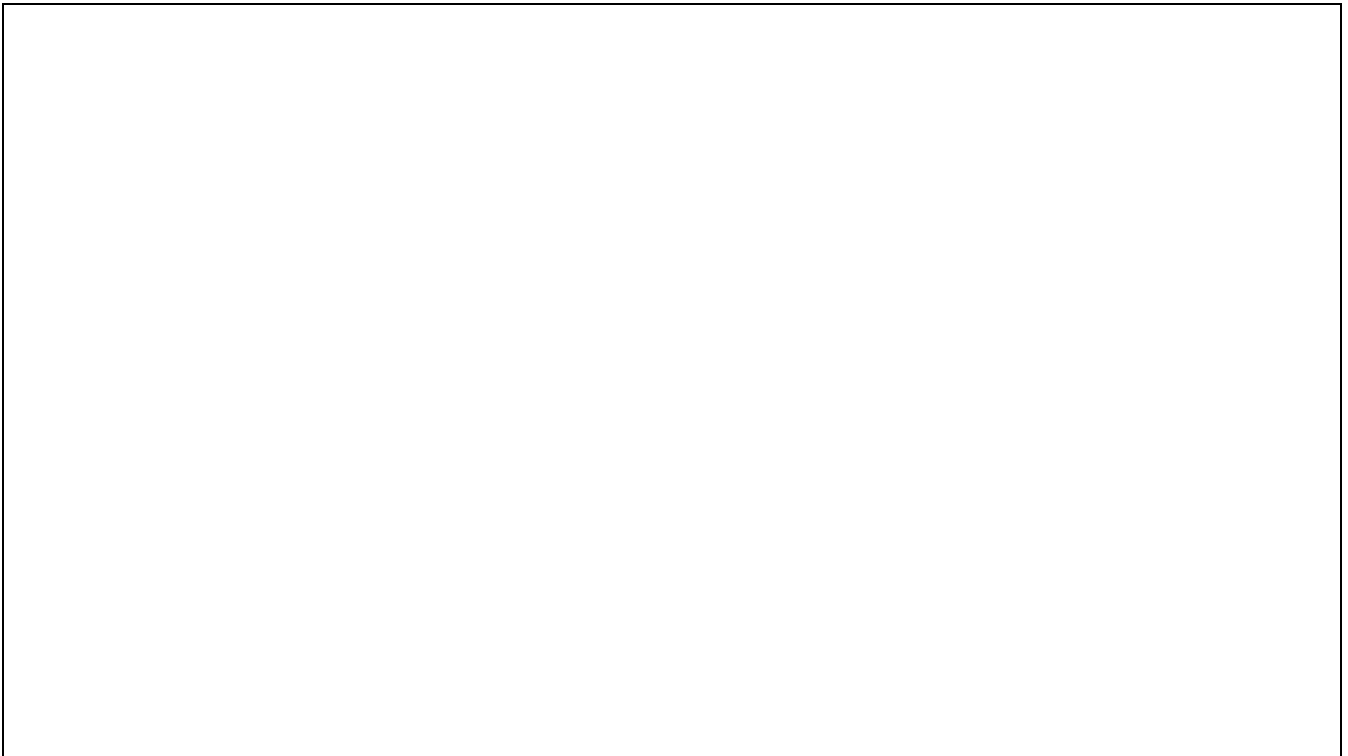
I/We hereby apply to the Yorke Peninsula Council (the "Council") for a permit under Section 222 of the Local Government Act 1999 ("the Authorisation") to use sections of the public road/road reserve the ("Permit Area") as described herein:

**Details of the Permit Area:**

Address of the location to which the Permit applies:	

**Location:**

Please show or attach a plan (scale 1:100 minimum) including location of the Road, being that portion of the Public Road Reserve dividing Section.....from Section..... Hundred of .....("the permit area")

**THE APPLICANT HEREBY AGREES THAT THE APPLICANT SHALL:-**

Comply with Conditions of the Permit as contained herein;

**CONDITIONS OF PERMIT:-**

- 1. Term of Permit**

The Council hereby grants to the Permit Holder a Permit to use the defined area for the above purposes for a term of five (5) years commencing on the 1<sup>st</sup> day of July 2015 and expiring on the 30<sup>th</sup> day of June 2020, subject to the terms and conditions contained herein.
- 2. Renewal Permit**

This Permit may be renewed in accordance with the provisions of Section 222 of the Local Government Act 1999 and Regulations.
- 3. Permit Fee**

The Permit Holder shall pay to the Council the prescribed fee of \$50.00 + GST per five (5) year term in advance at the commencement of the permit period upon receipt of an invoice.
- 4. Indemnification and Release**

The Permit Holder indemnifies the Council from and against any liability whatsoever arising from his/her occupation of the Council's land and/or the authorised use under this Permit.  
The Permit Holder releases the Council from and against any liability whatsoever arising from his/her occupation of the Council's land and/or the authorised use under this Permit.
- 5. Insurance**

The Permit Holder agrees to take out and keep current for the term of the Permit Public Liability Insurance for a minimum sum of ten million dollars (\$10,000,000) per claim, insuring the Permit Holder against all actions, costs, claims, charges, expenses and damages whatsoever which may be claimed against the Council or the Permit Holder or both in relation to the use of the permit area.

The Permit Holder must provide evidence of the insurance at the time of payment of the invoice for the permit fee, for the permit to be valid. It is the responsibility of the permit holder to provide to Council a Certificate of Currency to validate the Public Liability Insurance on an annual basis at the insurance anniversary date.

The Permit Holder must inform the Council immediately and in writing if the insurance policy lapses or is cancelled.

**6. Occupational Health, Safety and Welfare Act**

The Permit Holder agrees, in the use of the permit area, to have due regard to the Occupational Health, Safety and Welfare Act.

**7. Keep in Good Repair and Condition**

The Permit Holder shall not take any action that will or is likely to cause degradation or deterioration of the permit area, infrastructure within the road reserve, native vegetation or any nearby land. To ensure health of existing vegetation is maintained the Permit Holder shall take particular care in the control of noxious weeds and control of proclaimed pest plants. There is to be no removal of native vegetation on the permit area. i.e. (grazing or wood collection). Should the permit holder wish to graze the site, it must be inspected by a Council officer and endorsed. All reasonable steps shall be taken to keep the property as free as possible from vermin such as rabbits and foxes.

**8. Consent for Removal of Fences**

The Permit Holder shall not remove any fences or gates erected on or adjacent to the boundaries of the road reserve without the prior written consent of the Council.

**9. Council's Rights to Inspect**

The Permit Holder shall allow the Council and its officers to enter the permit area at all times to examine the state of repair of the road/road reserve and to conduct all necessary maintenance of infrastructure and water course existing therein.

**10. No Interest in the Land**

The rights and entitlements conferred by the issuing of this Permit shall not create any tenancy estate or interest in or over the permit area other than those of Permit Holder. The Permit Holder must disclose to any intending purchaser of land abutting the permit area that the permit area is a public road and as such does not form part of any abutting land parcel.

**11. Permit Not Transferable**

The Permit is not transferable.

**12. Compliance with Acts of Parliament and Regulations**

The Permit Holder must comply with any Act of Parliament, Regulation, by-law or order related to his/her occupation of the Council's land and the authorised use under this Permit at his/her own cost.

**13. Use by Public**

Beyond the erection of such fences, gates, ramps or other additions as provided in this Permit, nothing entitles the Permit Holder to prevent the free use of the land by the public in all respects as if it were unenclosed.

**14. Termination of Permit**

The Council may terminate this Permit at any time by giving the Permit Holder two (2) months prior notice in writing of such termination, and in such circumstances the Council will refund the balance of the fee as determined on a pro rata basis. In the event that it is necessary to protect the health and safety of the public or to otherwise protect the public interest, the Council may forthwith revoke the Permit with no refund of fees.

In making this application, I/we acknowledge that I/we have read, understand and agree to be bound by the Conditions of the Authorisation and declare that the particulars provided by me/us with regard to the Proposed Alteration are true and accurate.

Applicant/s

Name/s (please print):

Signature/s

Date: / /

Date: / /

OFFICE USE ONLY

Authorisation - Approved / Denied

Total Fee: \_\_\_\_\_

Name of Authorised Officer of Council: (Please Print) \_\_\_\_\_

Position: Property Tenure Officer

Signature: \_\_\_\_\_ Date: / /