

Guide to Developing a Land Management Agreement

Introduction

A land management agreement (LMA) is an agreement between the leaseholder and the Department of Environment and Resource Management (DERM) for the ongoing sustainable management of lease land.

A LMA will ensure land is managed in a way that is consistent with the *Land Act 1994* (the Land Act) and the Delbessie Agreement—the State’s policy on managing rural leasehold land.

Under the Land Act a LMA is required for all new and renewed leases:

- over rural leasehold land—leases issued for agricultural, grazing or pastoral purposes other than leases over a reserve, state forest or conservation tenure
- for a term of 20 years or more
- covering an area of 100 hectares or more.

A LMA is also required for lease subdivisions, or amalgamations of leases where the above criteria apply. They are also required for new perpetual leases over rural leasehold land or other situations as DERM may require.

This document is intended as a companion guide to the LMA template.

Purpose of a LMA

LMA’s are in place to do the following (where relevant to the lease land):

- identify and describe the natural and physical attributes of the lease land, including its known Indigenous and other cultural heritage and significant natural environmental values
- record the condition of the lease land at a particular point in time
- improve or maintain its condition so that it is, or will be, at least in good condition
- identify any land degradation issues relating to the land
- establish the agreed management outcomes for the identified land degradation issues and the associated management strategies to address them
- identify measures to protect the known Indigenous and other cultural heritage and significant natural environmental values
- establish a monitoring and reporting program
- establish a process to verify the performance of the leaseholder in relation to the outcomes
- establish a dispute resolution process
- establish a review process to maintain the relevance and effectiveness of the agreement.

A LMA may also be used to meet the requirements of other government natural resource management programs, such as:

- nature refuge agreements
- ERMPs under the Reef Protection Package.

Process

Developing and reviewing a LMA involves the following steps:

1. DERM will work with the leaseholder to assess and record lease condition and observations in accordance with the *Guidelines for determining lease land condition*—available on the DERM website <www.derm.qld.gov.au>.
2. Findings will be discussed and a summary land condition report will be provided to the leaseholder. The report will be included in Annexure 1 of the LMA (Map 1).
3. More detailed information regarding the land condition assessment will be compiled into a draft LMA for discussion and negotiation with the leaseholder. This will include findings of the assessment process and options for maintaining or improving the lease land condition, addressing identified issues and protecting lease values.
4. The leaseholder will be provided with advice and assistance on where best practice measures can be sought from government and industry stakeholders, community conservation groups, Indigenous groups and natural resource management organisations.
5. If agreement on the management strategies within a LMA cannot be reached, the leaseholder may (subject to conditions) apply for a review in accordance with the notification— ‘Internal review of rural leasehold land decisions PUX 952/112’.
6. Review and monitoring activities will be outlined in Schedule 6 of the LMA, and will include requirements for a five-year self assessment of the lease condition by the leaseholder.
7. At least once every 10 years DERM will review the effectiveness of the LMA including the management strategies and the leaseholder’s performance in implementing the LMA.
8. The LMA will form part of the conditions of offer for a new lease and will take effect once registered with the Titles Registry.
9. As the LMA is a legal document, it is recommended that the leaseholder seek legal advice.

LMA template

To assist applicants, a generic template containing standard terms has been developed to ensure that all legislative and other requirements are met. It also provides consistency for recording assessment details and agreed arrangements.

This document must be used when preparing and negotiating a LMA and is available from the DERM website <www.derm.qld.gov.au>.

Some sections of the template are highlighted to assist applicants, as follows:

- Text highlighted in blue indicates that additional information is required and the type of information to be inserted.
- Text highlighted in yellow indicates that there is either a choice and the information not required is to be deleted (e.g. signature section) or it may indicate that the text is for guidance purposes only, to be deleted in the final versions of the LMA.
- Text highlighted in green indicates a choice based on the land condition assessment results.

The final version should not contain any highlighted text.

The template is divided into three sections:

- obligations—outlining the leaseholder's and DERM's respective responsibilities
- schedules—containing information and activities specific to the management of the lease land
- annexures—containing supporting information to assist the leaseholder in implementing the agreement.

Obligations

The leaseholder and DERM have a number of obligations to meet when implementing the agreement. They are listed in the LMA template under the heading 'It is now agreed as follows' and include the following clauses:

1. **Interpretation**—lists terms that have a specific meaning in the agreement e.g. 'lease land' means the land described in Schedule 1 held by the Lessee which is the subject of this Agreement.
2. **Purpose of land management agreement**—provides legislative requirements for a LMA, as listed under the Land Act.
3. **Commencement and term**—confirms that the LMA commences once it has been registered with DERM's Titles Registry. A LMA exists for the term of the lease (including any term extensions) and continues in the event of a sale or transfer. A LMA is also required when a term lease is converted to a perpetual lease and remains valid indefinitely.

4. **Acknowledgements**—documents the efforts of the leaseholder and DERM in preparing the LMA.
5. **Lessee's obligations**—outlines the leaseholder's responsibilities, including taking all reasonable steps to undertake the actions recorded in the schedules and contacting the department if they cannot meet their obligations due to circumstances beyond their control.
6. **Department's obligations**—outlines DERM's responsibilities, including granting lease extensions if the leaseholder has met the obligations of the LMA and the requirements of the Land Act and it is deemed justified. It also confirms that DERM will provide ongoing advice and information to leaseholders to help them to meet their obligations under the agreement.
7. **Notices**—describes the DERM and leaseholder correspondence process and refers to contact details outlined in Schedule 1—Lease Description and Parties' addresses for notices.
8. **Dispute resolution**—is intended to resolve disputes through negotiation. However, in the event that agreement cannot be reached, the process for resolving disputes after a LMA is registered is outlined in this section. DERM's review policy titled 'Internal review process for rural leasehold land' deals with disputes prior to the agreement being signed.
9. **Waiver**—clarifies that waivers must be in writing and signed by both parties to be effective. A waiver is where one party chooses not to exercise a right they hold under the contract (e.g. a party may have a right to certain information from another party but choose not to ask for it).
10. **Governing law**—the parties have agreed that if there is a dispute and it goes to court, it will be to a Queensland court under Queensland law.
11. **Inconsistency**—if any inconsistencies arise, the provisions of the Land Act have priority over the terms and conditions of the lease, which in turn have priority over the LMA.
12. **Variation**—the LMA may change only when a written agreement is signed by both parties and is in accordance with the Land Act. Any variation is ineffective until registered with DERM's Titles Registry.
13. **Severability**—where a clause in the LMA is considered unenforceable, it is to be interpreted narrowly if possible, or removed, unless that would alter the intent of the contract.
14. **Entire Agreement**—outlines that the LMA supersedes all other agreements that have been entered into in relation to the purposes of the LMA, whether verbal or written. However, it does not supersede any existing lease conditions dealing with issues outside the scope of a LMA.

Schedules

Schedule 1—Lease description and parties' addresses for notices

- 1.1—Lease description: provides the eLVA reference number to be used when referring to the lease with departmental officers
- 1.2—Details of lease at date of lease land condition assessment
- 1.3—Lessee's details: lists the names of the lessee/s at the time of the lease land condition assessment
- 1.4—New lease details: refers to the front of the LMA for current lease details as once the lease is renewed it is given a new title reference number
- 1.5—Department's postal address for notices: contact details for correspondence between the leaseholder and DERM
- 1.6—Lessee's postal address for notices: leaseholder contact details.

Schedule 2—Details of the lease land

This schedule provides background information to assist the development of management strategies specific to the lease.

The schedule is divided into three sections:

2.1—Land use: records past and current influences on the lease land that have relevance to the management of the lease

2.2—Land types: records the land types mapped on the lease land

2.3—Infrastructure: refers to the infrastructure mapped on the lease land.

2.1—Land use: identifies and records:

- Activities or events identified by the leaseholder and DERM that have affected the condition of the land or impacted on how the lease is managed. This can include activities other than grazing and agriculture (e.g. tourism) and any changes in land use over time.
- Information on whether the lease is managed as a single entity or part of a larger enterprise. For example the lease may contain infrastructure that supports other parts of the enterprise and consequently has more (or less) developed areas and different management pressures than other parts of the enterprise.
- Other relevant land uses that may be adjoining or have direct relevance to the lease. For example reserves, protected areas, stock routes, forest harvesting, mining and exploration, public use areas (including any agreements with Indigenous

parties), gazetted roads, easements, covenants or contaminated land.

Historical or additional information relevant to the preparation of the LMA is recorded in Table 2.1 and can include:

- the occurrence and severity of droughts, floods and other natural disasters
- past mining uses
- past and present agricultural practices e.g. the type of any crops grown (including successes and challenges)
- use of pasture by stock and other animals
- additional purposes of a lease including if the lease was ever subdivided or amalgamated.

2.2—Land types: the land types identified on the lease are recorded in Table 2.2 and Annexure 1 (Map 2). Land types are management units used in the assessment process and for addressing strategies in the LMA.

They are recognisable to land managers, have a characteristic pattern of soil and vegetation and can generally be managed as a single unit.

2.3—Infrastructure: refers to Annexure 1 of the LMA where a map of the infrastructure on the lease land (Map 2) is included. This map shows information provided by the leaseholder when applying to renew the lease and information collected during the condition assessment process. It is a spatial representation of the lease land and provides context to the land condition assessment and the agreed actions in the LMA.

Schedule 3—Condition and values of the lease land

This schedule provides information on the condition and values of the lease land. Each table is populated with relevant information obtained from the land condition assessment process.

It is important to note that the land condition assessment provides both a record of the condition of the land at a point in time (with appropriate consideration to seasonal and climatic variability), and a benchmark to measure future improvement. It is not about apportioning blame or punishment for past events or practices.

3.1—Introduction: a brief summary of the purpose of Schedule 3

3.2—Lease land Condition: records the condition of the lease land based on the assessment using the *Guidelines for determining lease land condition* (available at <www.derm.qld.gov.au>). The lease must be assessed as being in good condition for the leaseholder to be eligible for an extended renewal term or an extension to the term granted under sections 155A and 155B of the Land Act or a lease in

perpetuity. An extended renewal term means that the term granted when the lease is renewed may be up to 50 years instead of the standard 30 years—where the leaseholder has met all requirements (subject to Native Title considerations). An extension to the lease term occurs once a lease has been renewed—i.e. a leaseholder is granted a lease with a 30 year term and then may receive tiered extensions of up to 10 years each for improving the condition of the land, and, if required, entering into agreements to protect significant environmental values and Indigenous use and access. Schedule 3 includes:

- a statement indicating whether or not the lease was assessed as being in good condition
- a statement indicating whether or not it was the initial land condition assessment that will be used as benchmark for future assessments, and if it was not, whether land condition has subsequently improved
- a summary in Table 3.1, recording the condition of the lease land and of the three key attributes of pasture, soil and adjusted biodiversity. 'Adjusted biodiversity' is the biodiversity attribute adjusted, so as not to penalise leaseholders who have lawfully undertaken vegetation clearing or sown non-native pastures.
- changes to the land condition since the initial benchmark assessment and LMA, recorded in Table 3.1, in the case of subsequent lease inspections or reviews.

3.3—Summary of the condition assessment findings: a summary of the condition of each attribute observed in the assessment process is recorded in Table 3.2. These are reported for each land type and for mechanically-disturbed areas (as relevant). The approximate percentage of the lease land represented by each land type, and the land types that were considered too small to be sampled or inaccessible are also recorded in this section.

The attributes assessed include:

- pasture
- soil
- biodiversity
- declared pests
- salinity
- riparian vegetation
- natural water resources.

Changes recorded at subsequent inspections or reviews are also reported in this table.

The letter 'Y' will indicate that an attribute was assessed as being in good condition, and 'N' will indicate that an attribute was assessed as not in good condition.

Attributes assessed as 'improved' since the initial

benchmark assessment are indicated as 'I' or if they have declined since the initial assessment they will be indicated as 'D' and subject to more detailed management attention.

Attributes assessed as unchanged since the initial benchmark assessment are indicated as 'U'. 'B' indicates it is the benchmark assessment. 'N/A' (not applicable) is used when an attribute is not used to determine the condition (e.g. biodiversity is not assessed for the recently mechanically disturbed stratum).

3.4—Identified issues and values: this section includes:

- land condition issues, recorded in Table 3.3. These are identified through the assessment process and mobile observations,
- known Indigenous cultural heritage values, recorded in Table 3.4. These are identified through:
 - the Cultural Heritage Database and Register managed by DERM
 - the leaseholder or manager of the lease
 - observations and recordings by departmental officers.
- other known cultural heritage values recorded in Table 3.5. These are defined as:
 - State significance values—identified through the Queensland Heritage Register
 - local significance values—identified through the state wide survey of heritage places
 - local significance values—identified in a Planning Scheme and advised by the relevant local government.
- significant natural environmental values, recorded in Table 3.6. These are identified by:
 - DERM, from a database or observations and recordings by departmental officers
 - the leaseholder or manager of the lease land.
- other identified issues and values that may be relevant. These are recorded in Table 3.7 and include issues and values identified by other processes—e.g. by the leaseholder when developing an Environmental Relevant Management Plan (ERMP) under the Reef Protection Package. Other examples include: locally-significant areas, old mine sites and shafts, potential climate adaptation threats.

'Natural environmental values' are defined under the Land Act as the qualities and characteristics of the land that contribute to its biological diversity and integrity.

Information provided about values on the lease land may be of a highly sensitive or confidential nature

(e.g. the presence of a very rare and endangered species or cultural heritage feature). In such cases, DERM may deem it inappropriate to record it in the LMA. (Note that information contained in a LMA becomes public record once the agreement is registered).

A summary of additional observations recorded by assessment officers will be provided in Table 3.8.

Schedule 4—Management outcomes and strategies

Table 4.1—Goal statements (management outcomes) and relevant actions (management strategies or protective measures): record the agreed management outcomes and strategies for the lease land.

This section also assists the leaseholder to meet their duty of care requirements and other requirements of the Land Act and Delbessie Agreement. They include strategies and outcomes that aim to:

- improve or maintain the condition of the lease land so it is, or will be, at least in good condition
- effectively address any identified land degradation issues
- effectively address any other identified issues or potential issues on the lease land
- better equip the leaseholder to prepare for future challenges such as climate change.

In addition, Schedule 4 covers the agreed protective measures for:

- other cultural heritage values
- significant natural environmental values
- other issues or values.

Management outcomes and strategies for protecting Indigenous cultural heritage are dealt with separately in Schedule 5.

Land condition issues

The guiding principle for developing and negotiating this schedule is to align management goals, which satisfy the rural leasehold land duty of care and any land degradation issues as defined under the Land Act, with practical and achievable management strategies.

These management strategies should demonstrate accepted best industry and/or environmentally sustainable management practices as much as possible. Leaseholders are encouraged to work with natural resource management organisations and industry bodies to develop effective solutions.

Innovative or adaptive management strategies may be proposed if there are no known, or reasonably achievable, best practice alternatives for addressing a unique management issue.

Under these circumstances, the management strategies should be supported by one of the following with specific and regular monitoring provisions to be outlined within Schedule 6 of the LMA:

- a recognised expert e.g. Department of Employment, Economic Development and Innovation, Regional Natural Resource Management Body or CSIRO researcher
- sound scientific principles
- participation in a pilot program.

The LMA may require a contingency plan to be triggered if the innovative or adaptive strategy is not achieving the desired outcomes in a reasonable timeframe.

An alternative management outcome or management strategy cannot be supported if:

- it conflicts with any relevant legislation
- the duty of care requirements in the Land Act are not satisfied
- it has potential to cause land degradation; or
- it will not meet the management outcomes within a suitable time period.

When developing a management strategy (relevant action), a measure of the effectiveness of the relevant action and a timeframe should be included.

Priority should be afforded to strategies that:

- are considered best practice
- demonstrate implementation success
- are practical and effective in addressing land management and land degradation issues
- contribute to improving or maintaining the lease land condition so that it is, or will be, at least in good condition.

When seeking DERM's support to modify an agreed relevant action, the leaseholder will need to demonstrate that the modified action meets the intent of the LMA goal statements.

Goal statements and relevant actions

Goal statements are aligned with duty of care and LMA requirements under the Land Act and with the duty of care attributes of pasture, soil, biodiversity, declared pests, salinity, riparian vegetation and natural water resources assessed to determine 'good condition' in line with the *Guidelines for determining lease land condition*.

Table 4.1 lists any issues identified during the condition assessment under the nine goal statements. If the land was assessed in good condition, this table may also record the management actions used by the leaseholder. The relevant actions to manage the issues, the areas covered, time frames and measures to determine if they were effective are also provided. The table is divided into the following sections:

- Goal statement (outcomes)—standard terms aligned to meeting duty of care, addressing land degradation issues and addressing the management of non-Indigenous cultural heritage values and significant natural environmental values. Each goal statement is supported by a rationale, which outlines the principles as to how it contributes to the maintenance of sustainable land.
- Issue—particular issues that have been observed as affecting 'condition indicators' (e.g. low percentage ground cover) of each goal statement. Issues are linked to the LMA in Schedule 3. They also include any identified non-Indigenous cultural heritage values and significant natural environmental values.
- Relevant actions (management strategies)—represents best practice or scientifically sound agreed actions or management strategies to be undertaken to ensure the threats, impacts or values outlined in the previous column are appropriately addressed or managed. Examples and a list of relevant actions are provided in Attachment 1. Innovative or adaptive strategies may be considered (see land condition issues above).
- Relevant areas—specific areas of the lease that the agreed relevant actions will apply to, and may include, the whole lease, land type, paddock and point location. Point locations are either identified from a site assessment (site), an observation (mobile) or previously identified as an area of interest. These locations are identified on a map at Annexure 1 of the LMA.
- Timeframes—timeline to implement the relevant actions.

- Measure of effectiveness—the measure that DERM will use to determine if the issue was addressed or value protected and if the relevant actions negotiated with the leaseholder were effective. In general, the measures are based on the lease land condition assessment indicators (and attributes).

Other goals

Table 4.1 also records other threats or risks identified on the lease land and the agreed actions to be implemented to reduce the impacts of threats or risks.

This section may include issues identified through other processes e.g. by the leaseholder when developing an environmental risk management plan (ERMP) under the Reef Protection Package. It can also include measures to protect values associated with locally significant land marks or a site of significance for the leaseholder.

Non-Indigenous cultural heritage

The conservation of non-Indigenous cultural heritage values is prescribed primarily through the *Queensland Heritage Act 1992* and the *Sustainable Planning Act 2009*.

The key method for protecting these values on lease land is ensuring that they are undisturbed. If any activities are planned that would impact on a value, the leaseholder should seek advice from DERM.

Significant natural environmental values

The protection of significant natural environmental values is important for maintaining the biological diversity and natural integrity of the leased land. These are recorded in Table 4.1 with:

- a description of the value, whether identified by the leaseholder or departmental officer
- the location of the value, including where it is referenced in the maps at Annexure 1 of the LMA
- protection measures required to maintain the value.

Summary of relevant actions

Table 4.2 is optional and provides a summary of the negotiated actions to be undertaken by the leaseholder.

Schedule 5—Indigenous cultural heritage

The conservation of Indigenous cultural heritage values is prescribed by the *Aboriginal Cultural Heritage Act 2003* and the *Torres Strait Islander Cultural Heritage Act 2003*. These Acts aim to provide effective recognition, protection and conservation of Indigenous cultural heritage.

To assist the leaseholder in understanding their obligations and developing protective measures, this schedule confirms that they:

- will observe their duty of care under the *Aboriginal Cultural Heritage Act 2003* and the *Torres Strait Islander Cultural Heritage Act 2003*
- agree to notify DERM of Indigenous cultural heritage values that are identified during the term of the lease for recording on the departmental Cultural Heritage Database.

The preferred protective measure is to avoid disturbing areas that contain, or are likely to contain, cultural heritage values e.g. limestone outcrops.

Where a proposed land use may impact on the land's Indigenous cultural heritage values, the leaseholder will be required to consult with the relevant Indigenous party to determine any protective measures necessary. Further information, including information on the appropriate Aboriginal party or Torres Strait Island party, is available from the Cultural Heritage Coordination Unit in Brisbane by emailing <cultural.heritage@derm.qld.gov.au>.

Relevant actions (protective measures) for Indigenous cultural heritage values are recorded in Table 5.1.

Schedule 6—Monitoring and reporting

Monitoring lease land condition and reviewing the relevance and effectiveness of management actions are good land management practices.

DERM is required to conduct an assessment of the condition of the land at lease renewal and to review the performance of the management strategies and the leaseholder's implementation of the LMA at least once every 10 years.

Leaseholder's monitoring and reporting requirements are documented in Schedule 6. Leaseholders are required to self assess the implementation of their LMA every five years by completing a self assessment report. The report template, details about the reporting requirements and supporting information and tools, are set out in the *Land management self assessment and monitoring kit – Rural Leasehold Land*. Once the LMA has been registered, each leaseholder will be provided with a kit tailor made for their lease. A reminder letter will be provided six months prior to the due date for a LMA self assessment report.

A LMA self assessment report is also required when a leaseholder wishes to apply for a lease extension. It may also be used to address the reporting requirements of other government initiatives such as an environmental risk management plan (ERMP) under the Reef Protection Package. It also provides an opportunity for the leaseholder to raise any issues with DERM including adjustments to account for natural disasters, changes in circumstance or new research findings.

The LMA self assessment report (Attachment 2) consists of a table in which leaseholders must record an assessment of their implementation of the relevant actions and the resultant impacts on the lease (both positive and negative). Documentation that supports their assessment must also be provided. This may consist of:

- a completed workbook or individual worksheets provided in the *Land management self assessment and monitoring kit – Rural Leasehold Land*
- reports or summaries from a land or pasture program
- reports or summaries provided by an industry environmental management system
- photographs of relevant actions implemented (e.g. additional watering points) or photographs of the effects of relevant actions taken to a defined standard as outlined in the *Land management self assessment and monitoring kit – Rural Leasehold Land*.
- documented observations
- permits and approvals, if required, to undertake activities
- other monitoring and reporting requirements documented in Schedule 6 of a LMA.

DERM will make data and imagery products available to leaseholders to assist them to fulfil their monitoring and reporting requirements. Products include but are not limited to the Ground Cover Index, AussieGRASS products, and climate forecast modelling.

Schedule 7—Future Conservation Area

This schedule only applies when:

- a Future Conservation Area (FCA) has been proposed over the lease in accordance with sections 23 and 159 of the Land Act (that a lease, or part of a lease required as an area proposed to be dedicated under the *Nature Conservation Act 1992*),
- the purchase of the lease has not been negotiated; and
- the chief executive has concluded that a FCA reservation is the most appropriate outcome.

Where a potential FCA is identified at the time of lease renewal, the area of interest will be recorded in the draft LMA. Specific management strategies will be considered and negotiated with the leaseholder. Management strategies will need to meet each of the following requirements for future conservation areas:

- (a) any use of their natural resources for agriculture or grazing is to be ecologically sustainable
- (b) they are to be maintained predominantly in their natural condition

(c) their significant cultural and natural resources are to be protected.

The decision to reserve a lease, or part of a lease as a FCA is generally made during the final stages of the lease renewal decision making process.

When a lease containing a reservation for a FCA expires or is subject to a further dealing under the Land Act (e.g. subdivision, amalgamation, renewal, or conversion of tenures) a new lease will not be issued over that part of the land to which the FCA reservation applies.

A FCA is valid for the term of the lease including any extensions available under the Delbessie Agreement.

Annexures

The annexures contain Information referred to within and which support the schedules. As a minimum the following annexures are included in each LMA:

Annexure 1—Summary land condition report and maps of the lease land

Annexure 2—Land type sheets

Annexure 3—Photographs

Annexure 1— Summary land condition report and maps of the lease land

Include maps that were used to negotiate the LMA in this section. The maps are located under the following headings and reflect the schedule they apply to:

- Map 1—summary condition report and related maps
- Map 2—schedule 2
 - infrastructure
 - enterprise
 - land types.
- Map 3—schedule 3
 - location of sites, observations and areas of interest.
- Map 4—schedule 4
 - areas or locations for which management strategies or protective measures have been developed.
- Map 5—schedule 6
 - areas or locations selected by the leaseholder and DERM for the purpose of monitoring.
- Map 6—schedule 7 (if required)
 - Future Conservation Area.

All maps will be developed to DERM standards.

Annexure 2—Land type sheets

This section includes a copy of all the sheets for land types that occur on the lease land and related supplementary material for example photo standards of pasture yields.

Annexure 3—Photographs

Photographs relevant to Schedule 3 of the LMA.

Further information

For more information about land management agreements or the Delbessie Agreement, visit the DERM website at <www.derm.qld.gov.au> or phone 13 74 68.

Attachment 1—Relevant actions (management strategies)

How to use:

- For each issue identified in the Land Management Agreement, the leaseholder may choose (or DERM's rural leasehold land officer may suggest) one or more (in any combination) relevant action that will achieve the desired outcome.
- Each relevant action in Table 1 is shown in bold text. This is a generic statement that defines the broad intent of that action. This broad statement is not to be altered. Choose one or any combination of relevant actions required to address the issue.
- The options shown under each relevant action in Table 1 represent examples of the possible options that may be applicable to that relevant action. These are examples only and may not represent all that are available. The options form the basis of developing the specific content or detail around the relevant action to be undertaken
To assist reporting requirements, these topics or options are also 'fixed' in order and content i.e. MS-3 d) in one LMA will be the same as MS-3 d) in every other LMA. Options are to be listed below each relevant action and to remain unchanged to retain broad intent. Negotiated detail may follow (separated by a 'dash' (-) using a level of detail and language appropriate to lease—negotiation is not limited to these examples. Use 'other' followed by details where options are different from those listed
- For each chosen relevant action, choose one or more, in any combination, of the examples shown (if applicable) or suggest a strategy to more clearly define or describe what measures will be undertaken to implement the relevant action.
- The number and combination of relevant actions as well as the specific content and level of detail required can be negotiated according to lease specific circumstances e.g. management practices, risk, capacity.

EXAMPLE

Selecting relevant actions and adding specific requirements or details

To address the issue of low density of preferred species, three different leaseholders may choose to implement different management strategies to achieve the same outcome.

The three leaseholders have:

- selected a set of relevant actions appropriate to their circumstances
- either indicated or sought advice as to the specific detail of how they are able to apply the chosen relevant actions to address the issue.

In each example, the leaseholder has negotiated the level of detail and options required to suit their lease (e.g. land types, climate), management style (e.g. cell grazing) or individual circumstances.

Leaseholder 1—Is new to the district and is not sure what options will achieve the outcome. Additionally the leaseholder has indicated that feral pigs are affecting the pasture in one land type. The leaseholder was unaware of their obligations regarding declared pest management in Queensland. Considering the leaseholder’s specific circumstances, the rural leasehold land officer has suggested:

MS-1 Manage total grazing pressure (including domestic, feral and native herbivores)

- a) adjust domestic stock numbers (stocking rates) - in Wally’s Paddock according to seasonal conditions
- b) control declared pest animals - employ contractor to control feral pigs in riparian areas

MS-2 Use appropriate utilisation levels consistent with Land Types of Queensland recommendations

- a) for the Wooded Downs land type this is 20 per cent

MS-5 Implement appropriately timed pasture spelling

- a) conduct wet season spelling - to allow regeneration of preferred pasture species including Mitchell grass
- c) spell for seed set and establishment - monitor pasture recruitment phases and adjust accordingly
- g) in riparian areas in conjunction with feral pig control

MS-9 Utilise climate and seasonal forecasting resources

- a) LongPaddock website. Regional pasture growth and rainfall data, Queensland Drought Monitor, SOI etc.
- b) Climate Risk Assessment Reports

MS-16 Reduce and control declared and other specified pests in accordance with Biosecurity Queensland/Local Government guidelines

- a) develop a property pest management plan
- b) implement control measures, as outlined in Biosecurity Queensland’s fact sheet for the pest plant or animal, the pest management plan, or local government guideline - employ contractor to control feral pigs in riparian areas

Leaseholder 2—Is managing under a different set of circumstances and decides to implement a wider range of strategies to address the issue. The leaseholder has purchased an adjoining lease, has a good understanding of the district, the land types on the lease and what’s required to improve the land condition on the new lease. In this example, the leaseholder considers that optimising water point distribution and paddock design is part of the solution. The leaseholder decides to implement a wider range of strategies to address the issue as follows:

MS-1 Manage total grazing pressure (including domestic, feral and native herbivores)

- a) adjust domestic stock numbers (stocking rates) - reduce stocking rate when the pasture is approximately 20 cm tall; assess the availability of forage in brumby paddock monthly and adjust stocking rate accordingly

MS-2 Use appropriate utilisation levels consistent with Land Types of Queensland recommendations

- for the Wooded Downs land type this is 20 per cent
- for the narrow-leaved ironbark on deeper soils land type this is 25 per cent

MS-3 Optimise water point distribution to manage evenness of grazing or other influences. Follow district standards (distance between water points) where available

- a) control water points across paddock; land type; or lease to manage grazing gradients; preferential grazing; patch grazing; other - control new and existing water points in brumby paddock to manage grazing gradients
- c) manage water points to control native animals - control water points in adjoining bullock paddock when spelling to manage kangaroo numbers
- e) install new water point - in north east area of brumby paddock to prevent stock impacting on patch of remnant black tea tree
- f) install off stream water points in riparian areas

MS-4 Optimise paddock design to manage evenness of grazing, landscape diversity or other influences

- a) fence to manage grazing gradients; preferential grazing; patch grazing - install new fence dividing brumby paddock between water 2 and water 3 to manage grazing gradients and enable spelling
- d) fence riparian area - in location of new water point to control stock access
- f) other - monitor impact of new water point in Brumby paddock on remnant black tea tree and fence out if required.

MS-5 Implement appropriately timed pasture spelling

- c) spell for seed set and establishment - implement wet season spelling until pastures have seeded.

Leaseholder 3—Considers their management of total grazing pressure and level of utilisation are entirely appropriate and a solution will be achieved by management of water points alone, thus requiring only the following to be chosen:

MS-3 Optimise water point distribution to manage evenness of grazing or other influences. Follow district standards (distance between water points) where available

- a) control water points across paddock; land type; or lease to manage grazing gradients; preferential grazing; patch grazing - control water availability of all waters in Dexter's paddock; to manage evenness of grazing, monitor available forage and turn off waters accordingly; to minimise preferential grazing after spelling

Table 1—Relevant actions

<p>MS- n Relevant action (bold text)—<i>a generic statement to remain unchanged to retain broad intent.</i></p> <p>a) Example options—that may form part of the detail negotiated under the generic relevant action. To be listed below each relevant action and to remain unchanged to retain broad intent. Detail may follow (separated by a 'dash' (-) using a level of detail and language appropriate to lease—negotiation is not limited to these examples. Use 'other' followed by details where options are different from those listed</p>
<p>MS-1 Manage total grazing pressure (including domestic, feral and native herbivores)</p> <p>a) adjust domestic stock numbers (stocking rates) b) control declared pest animals c) control native animals where authorised under the Nature Conservation Act 1992 d) other</p>
<p>MS-2 Use appropriate utilisation levels consistent with Land Types of Queensland recommendations</p> <p>- for the <insert land type name> Land Type it is <insert value> per cent.</p>
<p>MS-3 Optimise water point distribution, using district standards (where available) to manage evenness of grazing or other effects.</p> <p>a) control water points across paddock; land type; or lease to manage grazing gradients; preferential grazing; patch grazing b) manage water points to control declared pests c) manage water points to control native animals d) continue water remoteness to enhance or maintain biodiversity values e) install new water point f) install off stream water points in riparian areas g) other</p>
<p>MS-4 Optimise paddock design to manage evenness of grazing, landscape diversity or other effects</p> <p>a) fence to manage grazing gradients; preferential grazing; patch grazing b) fence to enable spelling c) fence to land types d) fence riparian areas e) fence to manage/protect identified areas f) other</p>
<p>MS-5 Implement appropriately timed pasture spelling</p> <p>a) conduct wet season spelling b) spell for plant vigour c) spell for seed set and establishment d) spell for biodiversity management e) spell for fuel build up for a planned fire f) spell post fire for tussock establishment g) spell riparian areas h) other</p>
<p>MS-6 Implement fire management appropriate for specific purpose</p> <p>a) maintain biodiversity b) manage encroachment c) improve condition of the pasture sward d) mitigate carbon release e) other</p>

MS-7 Implement accepted and appropriate forage budgeting strategies

- a) Grazing Land Management/Stocktake
- b) other

MS-8 Follow grazing land management advice consistent with Land Types of Queensland recommendations

MS-9 Utilise climate and seasonal forecasting resources

- a) LongPaddock website. Regional pasture growth and rainfall data, Queensland Drought Monitor, SOI etc.
- b) Climate Risk Assessment Reports
- c) FORAGE. Ground Cover Index, modelled ground cover, pasture and climate data for lease
- d) other

MS-10 Remediate degraded area and/or prevent degraded area increasing by using best practice guidelines

- a) mechanical measures
- b) revegetation
- c) water diversion
- d) soil amelioration
- e) wind breaks
- f) engineering
- g) limiting stock and/or vehicle access
- h) other

MS-11 Retain appropriate minimum level of stubble at end of dry season

- a) specify tussock height or kg/ha (provide photo standards)
- b) other

MS-12 Rehabilitate with appropriate perennial plant species

- a) stipulate species (preferably native endemic species)
- b) other

MS-13 Retain and/or increase total ground cover

- a) implement wet season spelling to increase perennial tussock cover
- b) avoid fire and management activities that reduce the amount of woody debris/logs/leaf litter
- c) other

MS-14 Retain and sustainably manage existing remnant vegetation and/or Regional ecosystems, Areas of interest, Significant natural environmental values, Environmental values

- a) retain perennial vegetation
- b) fence
- c) limit grazing
- d) continue water remoteness to enhance or maintain biodiversity values
- e) control declared pests
- f) manage encroachment
- g) manage fire
- h) other

MS-15 Reduce and control declared and other specified pest plants in accordance with Biosecurity Queensland/Local Government guidelines

- a) develop a property pest management plan
- b) implement control measures, as outlined in Biosecurity Queensland's fact sheet for the pest plant or animal, the pest management plan, or local government guideline
- c) other

MS-16 Reduce and control declared pest animals in accordance with Biosecurity Queensland/Local Government guidelines.

- a) develop a property pest management plan
- b) implement control measures, as outlined in Biosecurity Queensland's fact sheet for the pest plant or animal, the pest management plan, or local government guideline
- c) other

MS-17 Implement weed spread prevention practices.

- a) implement wash down procedures for machinery and vehicles that are used or from another property
- b) limit the feeding of hay to cattle in yards and small paddocks
- c) contain cattle that have been transported/moved from another property in holding paddocks for 2 days
- d) other

MS-18 Control and/or remediate stock access to riparian areas

- a) manage stock access using off-stream water points and feed supplements to prevent bank instability
- b) implement wet season spelling, preferably every year, to prevent bank instability
- c) engineer access to minimise disturbance
- d) other

MS-19 Control and/or remediate vehicle access points in riparian areas

- a) engineer to minimise disturbance and erosion
- b) ensure no new uncontrolled vehicular access points in riparian areas
- c) other

MS-20 Request GABS bore capping and/or piping priority program

MS-21 Manage/protect identified area

In accordance with any specific stakeholder or agency guidelines or specify actions

- a) retain perennial vegetation
- b) fence
- c) limit grazing
- d) control declared pests
- e) manage fire appropriately for the area
- f) other

MS-22 Implement erosion control measures

stipulate the measure required

- a) contour banks
- b) whoa boys
- c) ponding
- d) engineering
- e) revegetation
- f) other

MS-23 Adjust all management strategies to account for local and/or regional climate trends and impacts

- a) seek natural resource management advice from the department or other organisation
- b) maintain all perennial vegetation
- c) practice safe utilisation strategies in all years
- d) other

Attachment 2: Land Management Agreement - Self Assessment Report

Land Management Agreement No _____ **Title Reference No:** _____

Date submitted: _____

This self assessment report is comprised of a completed LMA Self Assessment Report Table and supporting documentation consistent with the Rural Leasehold Land Self-Assessment Guideline.

The LMA Self Assessment Report Table lists the relevant actions, issues and features for monitoring and other management strategies recorded in the land management agreement. For each relevant action it records the activities undertaken by the leaseholder and any effects on the lease land of these actions.

Documentation supporting the implementation of relevant actions and any outcomes is to be attached to this report and may consist of:

- a completed workbook or individual worksheets from the workbook provided by the department to assist lessees
- reports or summaries from a land or pasture program
- reports or summaries provided by an industry environmental management system
- photographs of relevant actions implemented (e.g. additional watering points) or photographs of the effects of relevant actions taken to a defined standard (refer to Guideline)
- documented observations
- permits and approvals, if required, to undertake activities
- other monitoring and reporting requirements documented in Schedule 6 of a LMA.

The report can be lodged by mail, in person or electronically to the Department's address listed in Schedule 1 of the Land Management Agreement.

Declaration

I certify that the information I have provided in the Self Assessment Report Table and any supporting documentation is true and accurate.

Name of lessee or manager:	Name of lessee or manager:
Signature:	Signature:
Date:	Date:

