

DD/MM/YYYY

PARTY
ADDRESS
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By email: XXX

Dear PARTY,

Practical Access to Private Property through XXX State Forest

Forestry Corporation of NSW agrees to grant you practical access (Access) via XXX (marked on the attached map), XXX State Forest for access to Lot XXX, DP XXX, under the following conditions:

- (a) The person or persons in whose favour this Access is granted shall indemnify the Crown and the Forestry Corporation of NSW against all actions, suits, claims and demands of whatsoever nature and all costs, charges and expenses in respect of any accident or injury to any person or property which may arise out of, or be in any way connected with the use of the Access by such person, his employees or agent.
- (b) The Forestry Corporation of NSW will not be under any obligation whatsoever to construct, repair, upgrade the access or carry out any work whatsoever or it in any way connected with it.
- (c) The granting of the Access in no way creates a right to exclusive use of the land associated with the Access and in particular the exercise of rights thereunder must not impede or restrict the use of that part of XXX State Forest by any officers, employees or agents of the Forestry Corporation of NSW, the Crown or the Public generally.
- (d) No work of any kind shall be carried out on the road(s) to which Access applies without the authority of the Forestry Corporation of NSW. Where authority is given, works will be to a standard required by Forestry Corporation of NSW. If Forestry Corporation of NSW carries out any such works sought by the person or persons in whose favour this Access is granted, the person or persons will reimburse Forestry Corporation of NSW in full, or part, any costs associated with the works.
- (e) The person or persons in whose favour this Access is granted shall be liable for the cost of repairing any damage to roads or the environment which may arise out of, or be in any way connected with the use of the Access by such person, their employees or agent.
- (f) No tree shall be cut, removed, destroyed or damaged on or in the vicinity of the Access without the authority of the Forestry Corporation of NSW.
- (g) Nothing in this grant of Access or these conditions is to be taken as restricting or affecting the Forestry Corporation's powers to close or restrict the use of the Access

under the *Forestry Act 2012* and any Regulations in force pursuant to that Act from time to time.

- (h) The granting of practical access in no way implies legal access.
- (i) A reference to this Access to the registered proprietor of the lot(s) is a reference to the registered proprietor from time to time of the whole lot(s) and does not include a registered proprietor of a subdivided parcel of a lot(s).
- (j) The registered proprietor of the lot(s) must not use the road(s) to which this access applies as part of or for the purposes of a commercial enterprise other than an agricultural enterprise.

This Authorisation for Practical Access is unlikely to be revoked in the foreseeable future but Forestry Corporation of NSW reserves the right to temporarily close roads for forest management reasons including fire protection, and timber harvesting.

Yours sincerely,