



LANDHOLDER CHECKLISTS

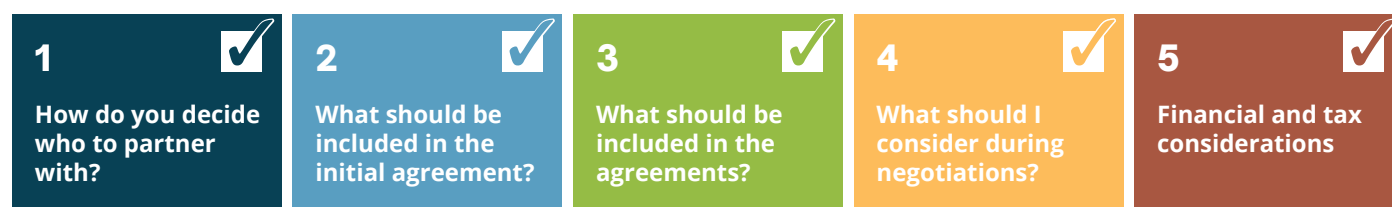
Western Downs Green Power Hub. Image Courtesy: Neoen.

Landholder checklists



These checklists are provided to assist in identifying issues relevant to discussions between landholders and renewable energy developers at each stage of the process.

There are 5 checklists including:



There is also a [template file](#) note to assist in keeping records of conversations.

Checklist #1: How do you decide who to partner with?

Company name:

Project name:

Date:

Initial discussions	Please tick ✓	Notes
1 Can you find details of the company and directors, and secretary in an ASIC search? connectonline.asic.gov.au/	☐ Yes ☐ No	
2 Do they appear on the Australian Government's Renewable Energy Developer Rating Scheme? Are you comfortable with their rating?	☐ Yes ☐ No	
3 Do they have an ABN, ACN or ABRN? When you do an ABN search, can you find any other details about parent companies?	☐ Yes ☐ No	
4 Do they have a publicly available annual report and plan?	☐ Yes ☐ No	
5 Do they have a corporate website, and does it list similar projects in Queensland or other Australian states? If not, are there similar projects overseas?	☐ Yes ☐ No	
6 What is their business model and does it suit your long-term plans?	☐ Yes ☐ No	
7 Can they provide information on how many projects they have in feasibility, construction, operation and if any have decommissioned? Can they provide details of development timeframes for these and annual output of the projects?	☐ Yes ☐ No	
8 Foreign Investment Review Board (FIRB): Does the company or project need approval from the FIRB and what impact will that have on the project and timetable?	☐ Yes ☐ No	

Initial discussions <i>(continued)</i>		Please tick ✓	Notes
9	You may wish to consider whether the company has an established relationship with unions and whether you are able to find out about their Industrial Relations (IR) track record. Is the company mentioned favourably in any news articles, industry magazines and other articles?	☐ Yes ☐ No	
10	Do you understand the next steps in the process for this developer: the agreements, the stages and your role in any parts of the process?	☐ Yes ☐ No	
11	Can you offer any other goods or services for the project: such as labour and equipment for the construction and maintenance phase, water, local contacts for other parts of project delivery (fabricators, earthworks)?	☐ Yes ☐ No	
How do they operate		Please tick ✓	Notes
12	Will you have a dedicated point of contact during the project?	☐ Yes ☐ No	
13	Will they provide some funds to help with the legal and financial advice you need to get?	☐ Yes ☐ No	
14	Do they follow community consultation best practice guidelines?	☐ Yes ☐ No	
15	Do they have a community benefit sharing model?	☐ Yes ☐ No	
16	Have they explained the potential benefits and impacts of the development for yourself, your neighbours and the community?	☐ Yes ☐ No	
17	Have they explained what the project development looks like and any potential timeframes?	☐ Yes ☐ No	
18	Can they provide detailed designs of any similar projects they have completed?	☐ Yes ☐ No	
19	Would they take you to similar sites to see the construction and operation phases and meet other landholders?	☐ Yes ☐ No	
20	Can the developer provide the contact details of community representatives or councils that they have worked with so that you could contact them to discuss the project?	☐ Yes ☐ No	
21	If you are a comparing developers' initial layouts, are all the layouts equal – that is, have all the layouts taken account of the same initial constraints?	☐ Yes ☐ No	
22	Do they have a complaints management and/or disputes resolution process including escalation to a suitable independent arbitrator, if necessary?	☐ Yes ☐ No	
23	Do they have a record of a co-operative relationship with their workforce, workforce representatives and contracting parties?	☐ Yes ☐ No	

Checklist #2: What should be included in the initial agreement?

This checklist provides some of the questions that you may wish to ask as you discuss an initial agreement with a developer.

Initial agreement	Please tick ✓	Notes
1 Do all parties that have an interest in the property support the concept of a renewable energy project on the property, including but not limited to: • successors, • business partners, • trustees, • mortgagees, • insurers, • resource interests, • easement holders. Have you nominated a key decision maker and made the developer aware of who this person is?	☐ Yes ☐ No	
2 If you hold a lease under the Land Act, have you contacted the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development for information?	☐ Yes ☐ No	
3 Is professional advice on the legal, financial and tax issues required? Will the developer cover the costs of this advice?	☐ Yes ☐ No	
4 Do you have enough time and resources to get all your preparations done during the initial agreement period – and does it bind you to any future actions or activities that may limit planning for the site?	☐ Yes ☐ No	
5 Does it include the scope of the agreement, including what access is required, the activities to be conducted, by who and when?	☐ Yes ☐ No	
6 Have you checked for binding clauses – clauses that may require you to enter into subsequent agreements and specifying the terms of such an agreement?	☐ Yes ☐ No	
7 Have you received details on the fees payable to you during the agreement including how and when they are paid?	☐ Yes ☐ No	
8 Are there any constraints on you or the land in the event of sale or transfer of the land including by inheritance? Is a potential buyer obliged to take on the agreement?	☐ Yes ☐ No	
9 What are the confidentiality provisions? Can you discuss the project with your family, business partners, legal and financial advisors, the council and your neighbours?	☐ Yes ☐ No	
10 Can the developer transfer the agreement to another party without your consent?	☐ Yes ☐ No	

Checklist #2: *continued*

Initial agreement (<i>continued</i>)	Please tick ✓	Notes
11 Are there other landholders within the footprint of the project? Can you meet and work together?	☐ Yes ☐ No	
12 Does it specify the term of the agreement? What are the exit or termination provisions? Is the end date clear? Are you able to decline any extensions or cease discussions on your terms?	☐ Yes ☐ No	
13 Are there milestones that must be achieved by the developer during the term of the agreement, including lodging requests for advice or network connection inquiries?	☐ Yes ☐ No	
14 Is there a resource interest in the project? Is there a Conduct and Compensation Agreement in place?	☐ Yes ☐ No	
15 If your land is host to an oil and gas (or other resource) development, have you sought legal advice?	☐ Yes ☐ No	
16 Are there provisions regarding documenting and photographing the existing condition of investigation areas and suitable make-good plans?	☐ Yes ☐ No	
17 Have you agreed on the responsibility for the payment of outgoings? Are they paid directly by the project or are you required to pay and then seek reimbursement?	☐ Yes ☐ No	
18 Have you agreed on and documented suitable land access protocols or requirements that the developer and any contractors must comply with before and during access to the property including gate closures, biosecurity requirements, notifications, no-go-areas and time where farm vehicles have priority?	☐ Yes ☐ No	
19 Is there suitable landholder protection from potential damage, claims and legal action?	☐ Yes ☐ No	
20 Will the company's insurance protect your property in the event of an incident? Have you discussed public liability insurance?	☐ Yes ☐ No	
21 Does the agreement have a cooling off period – how long do you have to change your mind?	☐ Yes ☐ No	
22 Do exclusivity arrangements end when the agreement ends?	☐ Yes ☐ No	

Checklist #3: What should be included in the agreements?

This checklist provides some of the matters that you might want to consider in preparing an option and lease agreement with a developer.

Option agreements	Please tick ✓	Notes
1 Is the lease attached to the option and have all ongoing lease provisions been agreed?	☐ Yes ☐ No	
2 Can construction occur under the option or only after lease and easements are entered into?	☐ Yes ☐ No	
3 Have you agreed on the scope of the agreement, including clarity about the subject land, location of assets (e.g. transmission line towers and route, wind turbine sites) – including maps and diagrams of the proposed asset locations?	☐ Yes ☐ No	
4 Will you require an easement to access any other lot/land?	☐ Yes ☐ No	
5 Does the agreement clarify what ongoing access to your property is allowed by the option agreement and any changes to the access scope and protocol that was defined in the license or access agreement?	☐ Yes ☐ No	
6 What are the conditions precedent that need to be satisfied before the developer is allowed to execute the lease (or purchase contract)? For example, FIRB approval, securing finance, etc.	☐ Yes ☐ No	
7 Does the agreement include compliance of proposed project scope with relevant planning permit requirements and design standards and guidelines including for decommissioning?	☐ Yes ☐ No	
8 Do the agreements make a formal commitment to decommissioning and specify the extent to which infrastructure will be removed from site and reinstated?	☐ Yes ☐ No	
9 Are there binding clauses – clauses in the agreement that may require you to enter into a subsequent agreement and specifying the terms of that agreement?	☐ Yes ☐ No	
10 Have you agreed the method of calculating the fee amounts and fee increases over time?	☐ Yes ☐ No	
11 Have you agreed the fees payable during the development stage (pre-permit approval), financial close stage (post-permit approval), construction, operational and decommissioning stages, including commencement of payments?	☐ Yes ☐ No	
12 Have you agreed the means of payment of any fee under the option and who will receive payment? (bank transfer, cheque to you, your solicitor, your company)	☐ Yes ☐ No	

Checklist #3: *continued*

Option agreements (<i>continued</i>)	Please tick ✓	Notes
13 Are there funding security provisions to protect you in the event of 'tenant default' and have you agreed the rights of the landholder in the event of non-payment of the annual fees?	☐ Yes ☐ No	
14 Does the agreement allow for the location of infrastructure to be agreed on site between the developer and yourself?	☐ Yes ☐ No	
15 Are there mechanisms to apply if the project's scope materially changes, particularly if the changes result in negative impacts for you, such as a reduced number of wind turbines, solar arrays or transmission assets that lead to reduced revenues/fees?	☐ Yes ☐ No	
16 Have you agreed the variations to fees in the event of changes to turbine or solar array layout, turbine specifications, turbine capacity and number of turbines or solar arrays or other infrastructure to be hosted?	☐ Yes ☐ No	
17 Have you agreed the potential easements that may be required, such as for a connecting powerline and what rights and obligations exist over these easements?	☐ Yes ☐ No	
18 Have you agreed the landowner's responsibilities about residential tenants and/or other property lessees?	☐ Yes ☐ No	
19 Have you agreed on any provisions that impact how the land may be sold or transferred by the landholder.	☐ Yes ☐ No	
20 Have you understood and agreed on whether there will be any restrictions of further development on your property including sale, leases, reconfiguring a lot or material changes of use?	☐ Yes ☐ No	
21 Are there provisions covering how the agreement or ownership of the project is transferred to another company with or without your consent?	☐ Yes ☐ No	
22 Have you agreed on the provisions in the event of subdivision of the property or granting of easements?	☐ Yes ☐ No	
23 Have you agreed on the term of the agreement, options for renewal of the agreement and the ability to terminate?	☐ Yes ☐ No	
24 Have you agreed on the required insurances and responsibility for taking out insurances and payments?	☐ Yes ☐ No	
25 Have you agreed on the funding security provisions to protect the landholder in the event of 'tenant default'?	☐ Yes ☐ No	

Checklist #3: *continued*

Option agreements (<i>continued</i>)		Please tick ✓	Notes
26	Are there provisions to protect you from potential damage, claims and legal action, related to the agreements and any ongoing access activities governed under that agreement?	☐ Yes ☐ No	
27	What professional services are included in the agreed payment or reimbursement of professional fees incurred by you in relation to negotiating the agreement?	☐ Yes ☐ No	
28	What are the ongoing administrative requirements, such as: are you to be the sole issuer of invoices to the developer to be paid the agreed fees?	☐ Yes ☐ No	
29	Are there milestones that must be achieved by the developer during the term of the agreement, including considerations if the project's approval or financing is materially delayed?	☐ Yes ☐ No	
30	Is there a specific complaints and disputes resolution process written into the agreements with escalation to a suitable independent arbitrator, if necessary?	☐ Yes ☐ No	
31	Are there consequences of material breaches of the agreement and ability to remedy a breach?	☐ Yes ☐ No	
Lease agreements			
Construction		Please tick ✓	Notes
32	Pre-construction: Have you agreed what fees should be payable during pre-construction, which may last for many years? Landholders should also consider termination provisions in the event you wish to exit the lease due to ongoing delays.	☐ Yes ☐ No	
33	What are the fees payable to you during the construction operation and decommissioning periods?	☐ Yes ☐ No	
34	Have you agreed the construction footprint including the internal road layout for the project and considered the potential impacts on farming operations and the level or coexistence desired? Have you agreed on a process and protocol for making changes to construction footprint during feasibility and construction?	☐ Yes ☐ No	
35	Have you agreed the exact location of other infrastructure (cabling, construction offices, substations, transmission lines, etc.) and clearly marked them on plans? Have you agreed on a process and protocol for making changes to the location of other infrastructure including cabling and routes during feasibility and construction?	☐ Yes ☐ No	
36	Have you agreed a process and protocol for any micro-siting of assets during construction, such as the final location for a wind turbine, the solar array or batteries?	☐ Yes ☐ No	

Checklist #3: *continued*

Construction (<i>continued</i>)		Please tick ✓	Notes
37	Is there a process where you can be shown the “Design and Construct” tenders before they are signed off so that you can understand and agree to any changes that have been made in detailed design and costing?	☐ Yes ☐ No	
38	Have you agreed on, and documented, the land access and the gate protocols and other on site procedures, such as biosecurity compliance requirements for contractors entering the property for the duration of the project life including construction and maintenance? Noting construction is the highest risk phase of the project with regards to biosecurity.	☐ Yes ☐ No	
39	Have you agreed with the company on the use of additional land during construction and major maintenance activities?	☐ Yes ☐ No	
40	Have you agreed on the responsibilities and costs for maintenance of shared use infrastructure?	☐ Yes ☐ No	
41	Have you agreed on the responsibilities for the removal of construction waste including timelines of removal?	☐ Yes ☐ No	
42	Have you agreed on, and documented, the land access protocols required for accessing easements via your property?	☐ Yes ☐ No	
43	Have you agreed on the process and responsibility for removal of ancillary infrastructure and rehabilitation of disturbed land after the completion of construction works, such as construction camps, laydown areas, temporary roads and replacement of soils over underground trenching for cabling?	☐ Yes ☐ No	
44	Have you agreed on the Workplace Health and Safety responsibilities and obligations for the you during construction including required insurances? Does the agreement allow for changes to legislation and requirements through the life of the project?	☐ Yes ☐ No	
45	Are there provisions to ensure compliance with development permit conditions related to construction?	☐ Yes ☐ No	
46	Have you agreed on the provisions and process for handling disputes such as damage to your property/ equipment by contractors?	☐ Yes ☐ No	
Operations and maintenance		Please tick ✓	Notes
47	Have you agreed on Workplace Health and Safety responsibilities during operations and maintenance activities, including required insurances? What will be the ongoing obligations on you as a result of the new infrastructure on site?	☐ Yes ☐ No	

Checklist #3: *continued*

Operations and maintenance (<i>continued</i>)		Please tick ✓	Notes
48	Does the agreement include suitable protocols around ongoing access requirements for operational and maintenance activities, including which vehicles may have priority at certain times, notices and biosecurity?	☐ Yes ☐ No	
49	Have you agreed on the responsibility for occupational health and safety plans and communications?	☐ Yes ☐ No	
50	Will the project have an Emergency Management Plan, Fire Management Plan and Risk Management Plan. How often will these be reviewed over the life of the project?	☐ Yes ☐ No	
51	Have you agreed on compliance with development permit conditions related to operations (e.g. noise emissions)?	☐ Yes ☐ No	
52	Has the developer committed to a hold harmless approach to any accidental damage by project neighbours?	☐ Yes ☐ No	
53	Have you checked and understood if there are any additional levies (council rates, land taxes, duties or emergency services) that may be payable as a result of the project? Have you agreed who is going to be responsible for the cost and payment of these?	☐ Yes ☐ No	
54	Have you agreed on the responsibility for the payment of outgoings? Are they paid directly by the project or are you required to pay and then seek reimbursement.	☐ Yes ☐ No	
55	Have you agreed on the provisions for you to sub-let some or all of the property?	☐ Yes ☐ No	
56	Have you agreed on any restrictions that may be placed on the use of the land by the project?	☐ Yes ☐ No	
57	Have you agreed on the term of the lease agreement, options for renewal and termination provisions by either party?	☐ Yes ☐ No	
58	Do you have key contacts at the developer for the raising and escalation of issues and the dispute resolution process for handling breaches of the agreement?	☐ Yes ☐ No	
Decommissioning		Please tick ✓	Notes
59	Have you agreed on Workplace Health and Safety responsibilities during plant decommissioning including required insurances?	☐ Yes ☐ No	
60	Have you agreed on, and documented, the condition of the property to be restored as part of any decommissioning plan?	☐ Yes ☐ No	

Checklist #3: *continued*

Decommissioning (<i>continued</i>)	Please tick ✓	Notes
61 Have you agreed the scope of the decommissioning activities including compliance with the development permit requirements?	☐ Yes ☐ No	
62 Do you have access to a decommissioning plan and rehabilitation plan, including responsibilities and obligations of all parties?	☐ Yes ☐ No	
63 Have you agreed on who is responsible for undertaking and paying for decommissioning and rehabilitation activities?	☐ Yes ☐ No	
64 When estimating decommissioning costs, has consideration been given to: • inflation over the life of the project • changing rehabilitation costs • waste disposal costs • any salvage value of infrastructure or equipment at the end of the project life?	☐ Yes ☐ No	
65 Has the developer committed to establishing a secured decommissioning funding arrangement, such as: • a bank guarantee, • security bond, • trust fund, or • other financial security mechanism?	☐ Yes ☐ No	
66 Have you agreed on when financial security will be provided and maintained, including whether: • security is required before construction commences, • security will be provided progressively over the project life, and • minimum funding levels will be maintained at all times?	☐ Yes ☐ No	
67 Does the agreement clearly set out: • the circumstances in which the landholder can access security funds, • the process for calling on the security, and • how disputes regarding decommissioning obligations will be managed?	☐ Yes ☐ No	
68 Have you agreed on mechanisms to deal with: • payment defaults • insolvency • non-compliance • transfer of ownership • attempts to avoid or reduce decommissioning obligations?	☐ Yes ☐ No	

Checklist #4: What should I consider during negotiations?

This checklist provides some of the questions that you may wish to ask as you negotiate with a developer.

Negotiations	Please tick ✓	Notes
1 Is professional advice on the legal, financial and tax issues required? Who will cover the costs of this advice?	☐ Yes ☐ No	
2 Have you assessed how income from the project will be treated for tax purposes (for example, primary production income or another type of income)?	☐ Yes ☐ No	
3 Can you incorporate any requirements or needs of your neighbours to manage impacts of the project such as run-off or use of chemicals?	☐ Yes ☐ No	
4 Can your existing farm status be recognised and maintained in the development (for example, organic certification or the need to reduce or have no input chemicals)?	☐ Yes ☐ No	
5 Can you get agronomy advice or other technical advice during the course of the project planning to help you decide about key aspects of the development? Can you get help covering these costs?	☐ Yes ☐ No	
6 Have you received details on the fees payable during the agreement including how and when they are paid?	☐ Yes ☐ No	
7 Are there any constraints on you in the event of sale, subdivision or transfer of the land?	☐ Yes ☐ No	
8 Have you walked the site with the developer and understood and agreed the locations of all aspects of the development?	☐ Yes ☐ No	
9 Does the option to lease and lease (or option to purchase and purchase) require foreign investment approval from the FIRB?	☐ Yes ☐ No	
10 Do you currently have or are you considering a carbon project or hosting biodiversity offsets? What are the implications by entering into this agreement?	☐ Yes ☐ No	
11 If you are hosting an oil and gas (or other resource) development, have you sought legal advice? Are the renewable energy developer and resource company negotiating directly and are you able to observe or be kept informed of discussions?	☐ Yes ☐ No	
12 What are the key milestones in the contract? If the agreement is an option to lease, what is the process for the agreement becoming a lease?	☐ Yes ☐ No	
13 What are the key milestones in the contract? If the agreement is an option to purchase, what is the process for the agreement becoming a purchase contract?	☐ Yes ☐ No	

Checklist #4: *continued*

Negotiations (<i>continued</i>)		Please tick ✓	Notes
14	Can the developer's company transfer the agreement to another party with or without your consent?	☐ Yes ☐ No	
15	Have you agreed on, and documented, any land access protocols that the developer, and their contractors, must comply with before and during access to the property? Is the developer aware of your Biosecurity Plan or Biosecurity Management Plan?	☐ Yes ☐ No	
16	Have you confirmed, and documented, the land access protocols at all stages of the project including during construction, operation and decommissioning?	☐ Yes ☐ No	
17	Have you agreed on any potential insurances to be taken out by the parties to the agreement?	☐ Yes ☐ No	
18	Have you agreed on a disputes resolution process including escalation to a suitable independent arbitrator, if necessary? Do you have a point of contact for any complaints or issues?	☐ Yes ☐ No	
19	Is everything you have decided in discussion confirmed in writing for inclusion in the agreements?	☐ Yes ☐ No	
20	Have you considered a group negotiation approach and discussed those aspects listed in section 4?	☐ Yes ☐ No	
21	Is it possible for you to manage some aspects of the project for the developer once operational?	☐ Yes ☐ No	
22	Have you discussed whether any other resources from the site will be required for the developer including fill, gravel, and water and are they adequately valued? Do you have the required approvals to supply these materials?	☐ Yes ☐ No	
23	Have you discussed the potential integration of agrivoltaics?	☐ Yes ☐ No	
24	Will the agreement still allow you to pursue other projects on your land such as carbon sequestration?	☐ Yes ☐ No	
25	Does the community benefit agreement impose any obligations on you? If yes, are these obligations reasonable and achievable? Consider the implications of the requirements on the current operation of the land.	☐ Yes ☐ No	
26	Who will be responsible for complying with all conditions imposed on the development approval?	☐ Yes ☐ No	

Checklist #5: Financial and tax considerations

Before entering into any renewable energy agreement, you may wish to consider the following and discuss them with your financial or taxation advisor:

Farm financial information	Please tick ✓	Notes
1 Will the proposed payments from the renewable energy project be financially beneficial compared to current farm income from the affected land? • Review current farm financial performance by area (revenue or profit per hectare/field). • Gather historical financial data (3–5 years) to show variability and sustainability of current income. • Prepare future forecasts for the current activity. • Compare agricultural income with potential renewable energy payments (lease, easement, or hosting). • Consider opportunity cost of removing land from production.	☐ Yes ☐ No	
Taxation considerations	Please tick ✓	Notes
2 Have you assessed how income from the project will be treated for tax purposes (for example, primary production income or another type of income)?	☐ Yes ☐ No	
3 Have you assessed whether granting rights or entering into a long-term lease create capital gains tax (CGT) implications or affect eligibility for future CGT concessions, including small business concessions that may currently apply to the property? • Are there any company, trust, or business tax implications if the land is owned through a particular business structure? • Assess tax treatment of renewable energy income (primary production income vs other income). • CGT implications if granting long-term rights or leases. • Check eligibility for CGT concessions, including small business concessions, and how they may be affected. • Review potential impact on rates and rateable value. • Will the project affect your ability to claim primary production tax concessions or deductions associated with the land? • Review land tax obligations, particularly if land use changes from primary production. • Consider company, trust, or business tax implications if the property is owned through an entity. • Understand GST implications and whether registration or adjustments are needed. • Identify deductible expenses related to legal, accounting, or advisory costs.	☐ Yes ☐ No	



Warwick Solar Farm. Image Courtesy: University of Queensland.

Checklist #5: *continued*

Farm succession planning

Please tick ✓

Notes

- 4 Could the agreement affect the future sale or valuation of the property, particularly if a long-term lease or easement is registered on the title? ☐ Yes ☐ No
- Assess how renewable energy agreements may affect future ownership, transfer, or sale of the property.
 - Consider impact on income distribution within the family or farm business.
 - Confirm that agreements align with existing succession plans and long-term family objectives.
 - Will renewable energy income affect farm business structures, succession arrangements, or income distribution within the family business?

Agreement and payment considerations

Please tick ✓

Notes

- 5 Have you considered what other implications the agreement may have on your operation? ☐ Yes ☐ No
- Understand lease, easement, or hosting payment structure and timing.
 - Does the lease give you the option to capitalise the rent income to allow for succession planning, debt reduction or business diversification?
 - Identify any potential restrictions on continuing farming activities.
 - Consider future land valuation and sale implications if a long-term lease is registered.
 - Evaluate potential infrastructure or maintenance responsibilities and related costs.

File notes and records of conversation

The purpose of these sheets is to enable you to keep a record of conversations with project developers.

Parties	Date:
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Project name

Initial discussions

[illegible]

