

File Ref: 16.51.1.17

18 February 2015

Mr Tony Whenan
Secretary
Edwardstown Bowling Club Inc
PO Box 2050
SOUTH PLYMPTON SA 5038

Dear Mr Whenan

Proposed Water Share Agreement

We refer to your letter dated 31 October 2014 requesting permission to share the Bore Water from the Bore at Edwardstown Soldiers Memorial Recreation Ground. As you are aware the new bore that was being installed by Council is now operational.

Subject to the approval of the Full Council we are pleased to offer a Water Share Agreement on the following terms and conditions;

Agreement between City of Marion

And Edwardstown Bowling Club Inc.

The Bore: The bore installed on the Land owned by Council [Licence Number 141384](#)

The Land: Land contained within Certificate of Title Volume 5859 Folio 178

Type of Agreement: Water Share Agreement

Term: 3 years and 2 months.(in line with the proposed sub-licence)

Commencement Date: 1 May 2015

Expiry Date: 30 June 2018.

Option to Renew: Nil

Use of Bore Water: [Irrigation usage only](#) ~~Watering the grass~~ in the sub-licence area.

Maintenance: The Edwardstown Bowling Club Inc will be responsible for all costs associated with installing, repairing and maintaining the pipe work, plant, equipment and associated fittings.

Bore Water consumption charges: The Edwardstown Bowling Club Inc will be responsible for the costs of bore water consumed and for the installation of a water sub-meter [\(to comply with Australian Standard AS 3561.1.2010\)](#).

Rates and Taxes

Levies: The licensee is responsible to pay 50% of all governmental, semi-governmental (including EPA, [DEWNR](#) and SA Water) of any fees or charges, rates taxes and levies in relation to the Bore

Insurance: The licensee to have the appropriate Public Liability (\$10,000,000) and Contents Insurance Cover and will need to produce a copy of the certificate of currency.
Please note that it is the Lessee's responsibility to ascertain whether Public Liability Insurance Cover of \$10,000,000 per claim is adequate for lessee's circumstances.

Indemnity: The licensee to indemnify the City of Marion against any claims, losses, suits or accidents etc that may arise out of the use of the property.

Inspection: The City of Marion will have the right to inspect the premises at any time.

Special Conditions: The supply of bore water is subject to;

- (a) The EBC Inc holding a current sub-licence agreement over the bowling club premises
- (b) The level of water in the Bore
- (c) Maintenance, testing or breakdown of the Council Infrastructure
- (d) The Council's own operational needs; or Any cause outside the Council's reasonable control
- (e) [The CoM retaining the licence under the emerging Water Allocation Plan process currently being developed by Government](#)

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If Edwardstown Bowling Club agrees to the above terms please sign the copy of this letter. On receipt of the signed letter, the City of Marion will begin approval process.

Please note that the City of Marion will not be bound unless and until a formal Water Share Agreement is signed by both parties.

Please do not hesitate to contact the undersigned should you have any questions.

Yours sincerely

Mark Gibson
Team Leader Land and Property

Telephone: (08) 7420 6428

E-mail Address: mark.gibson@marion.sa.gov.au

Signed for and on behalf on the Edwardstown Bowling Club Inc

Date