



EOI No. 12/2025

**Expression of Interest:
Lease of Industrial Land for Agistment
purposes – Lot 6 and Lot 7**

July 2025

“EXPRESSION OF INTEREST” ADVERTISEMENT

LEASE OF INDUSTRIAL LAND FOR AGISTMENT PURPOSES

EOI No. 12/2025

Council invites Expression of Interests from suitable persons or organisations wanting to lease vacant land, being Lot 6 and Lot 7, in the Blayney Shire Council Industrial Estate for agistment purposes.

Documentation may be obtained from: www.blayney.nsw.gov.au/your-council/tenders

Closing time: 5.00pm, Friday 16 August 2025 and thereafter until allocated.

For all enquiries, contact Council on telephone (02) 6368 2104.

M Dicker
General Manager

Background:

Council invites Expression of Interests from suitable persons or organisations wanting to lease vacant land in the Blayney Shire Council Industrial Estate for agistment purposes.

Blayney Shire Council has a number of vacant lots in its Industrial Estate that could be utilised on a lease basis until such time that the land is leased for a commercial purpose or sold. To enable Council to better manage these areas, this document has been advertised to invite suitable persons or organisations to apply for use of this land, based on the contents of this document.

Please note that Council reserves the right to:

- attribute a minimum offer amount for each lot;
- negotiate with bidders, with the highest bidder having 1st opportunity, if offer is below the “minimum offer; and
- decline any or all offers.

Information on the Land:

Council has provided a map with this document clearly marking the lots available. The lot sizes are as follows:

Tender Lot Number	Approximate Size	Water Available	Property Description
6	1.880 ha	Yes	Saleyards Paddocks (Marshall's Lane) Part Lot 26, DP 1288588
7	1.670 ha	Yes	Saleyards Paddocks (Marshall's Lane) Part Lot 26, DP 1288588

Lots for lease are offered ‘as is’ on an unfenced basis. The existence of any current fencing should not be relied upon as continuous to be in place at lease commencement. Approximate sizes and land boundaries disclosed in maps are indicative and not to scale. Council recommends prospective applicants inspect the land prior to submission.

Specifications of terms and conditions by Council:

1. Licence fee will apply as set out in agreement and paid to Council.
2. The Council hereby leases/licences and authorises the Lessee/Licensee to enter upon and use for the purpose of grazing use only that piece of land described in the Lease/Licence Agreement.
3. The Lease/Licence remains in force for the period specified within the agreement.
4. The Lessee/Licensee shall comply with the terms and conditions specified in this document.
5. Council does not make or give any warranty, promise or covenant to the Lessee/Licensee for quiet enjoyment of the lease licence area.

6. Purpose - The Lessee/Licensee shall have the use of the area for the purpose of grazing, other activities shall not be conducted without the written consent of Council.
7. Control of Rubbish - The Lessee/Licensee shall keep the said area and buildings clean and tidy and all papers and other rubbish shall be collected and removed.
8. Licensee not to Permit Nuisance - The Lessee/Licensee shall not do or permit or suffer anything in or upon the land which may be or become a nuisance or annoyance or cause of damage to the owner or to the owners or occupiers of other property in the neighbourhood. The Trust reserves the right to remove from or refuse entry to the reserve/land any person regardless of any arrangements or contract with the lessee/licensee.
9. Protection of Trees - During the continuance of this Licence the Lessee/Licensee will not cut down, fall, injure or destroy any growing or living timber standing or being upon the land. No removal of dead timber for firewood is permitted.
10. Burn Off - The lessee shall not carry out any burning off on the land licensed except with the consent of the Council in writing first obtained and after compliance with the requirements of the Rural Fires Act, 1997, as amended by subsequent Acts. Any consent granted in accordance with this condition shall be subject to such conditions as the Council may impose.
11. Fire Hazard - The lot cannot become a fire hazard. Should the lot, in Council's opinion become a fire hazard, Council will arrange for the lot to be slashed at the expense of the lessee.
12. Control of Noxious Weeds and Animals - The Lessee/Licensee will during the continuance of this Licence use all proper means for keeping down and exterminating upon the land all rabbits and other vermin and noxious animals and insects and all noxious weeds and plants and comply with all laws and regulations now or hereafter in force with relation to the keeping down or extermination of same.
13. Fencing - The Lessee/Licensee shall provide and maintain stock proof fencing where necessary around the perimeter of the land so as to prevent stock from straying and a swing gate installed to allow access for vehicles up to 4 metres wide. When installing or replacing fences the Lessee/Licensee should consult with adjoining landowners prior to erection.

The Lessee/Licensee must regularly inspect the stock proof fencing that encloses the stock on the land to satisfy themselves that the fencing is stock proof. The Lessee/Licensee must be aware that they hold absolute legal liability for any damage or loss to any party caused by the escape of grazing animals from the subject land. Council cannot accept liability for damage or loss to any party caused by animals escaping the subject land due to a failure of the Lessee/Licensee to inspect and maintain stock proof fencing.

14. Insurance Council requires the applicant to hold a current Public Liability Insurance Cover policy to the value of \$20 million, which nominates Blayney Shire Council as a principal. The lessee shall furnish a copy of insurance cover to Council every year following renewal.
15. The Lessee/Licensee shall indemnify and keep indemnified the Council against all actions, suits, claims, debts, obligations and other liabilities during the continuation of the Licence and further.
16. The Lessee/Licensee shall maintain all other insurances as may be required by the Workers' Compensation Act or any other Act or Acts of Parliament in regard to the conduct of activities of the licensee on the demise premises. Copy of such is to be forwarded to the Council.
17. Water - For those lots that have water supplied the costs of water usage and maintenance will be the responsibility of the lessee. Council will issue invoices for water consumption to the lessee for settlement within Council's trading terms.
18. Rates & Charges - Council Rates will remain the responsibility of Blayney Shire Council unless lease agreement stipulates otherwise.
19. Access - In the case of land with access road / right of way, for access to other properties which are leased for grazing purposes, gates shall be provided at both ends for access by adjoining lessee.
20. Council Access - The Council may by its Agents, Servants or Workman enter upon the land described in the Schedule hereto or any part thereof during the continuance of this agreement. No relationship of the landlord and tenant is or is intended to be created between the parties hereto by virtue of this lease/licence or in any way whatsoever.
21. Usage - Council limits the use of the lots to animal grazing. Under no circumstances are hazardous or toxic substances allowed on Council properties.
22. Sublet - The Lessee/Licensee shall not assign, sub-let or otherwise deal with the demised premises without the consent of Council.
23. Fixtures – The ownership of existing fixtures will be decided prior to the establishment of a new lease or licence. Any new fixtures erected after a new lease or licence is granted will be owned by the Lessee / Licensee and must be maintained during the period of the lease / licence. The transfer of fixtures owned by an outgoing Lessee / Licensee is their responsibility.
24. The Lessee / Licensee shall not interfere with any other person authorised by the Council to use the reserve or any part thereof.
25. Termination of agreement - If, for any reason, these conditions are breached, Council reserves the right to terminate the lease. Termination of this agreement may be terminated by either part by four (4) weeks' notice in writing to the other and shall be sufficiently served if left at the last known address of the Lessee/Licensee.

26. Council inspection – An inspection will take place every quarter to ensure the lessee is adhering to all conditions of the lease. Any failure to meet Council’s criteria will terminate the lease immediately upon inspection, with one weeks’ notice to be made available to transport stock/equipment from the lot. Should the applicant not remove all articles from the lot within the week, all articles will be impounded, with release of such articles being at the appropriate rate specified in Council’s Fees & Charges listing for the current year.
27. The lot will be available for purchase to any party during the term of the lease. Council can terminate the lease in writing, giving the applicant four weeks’ notice to vacate the land.

Lease payments made in advance will be refunded on a pro-rata basis. The lessee will have the right to remove any internal fencing the lessee has erected.

28. The initial lease payment is payable upon signature of the lease and annually thereafter. A tax invoice will be issued and must be paid in full within 30 days of issue. The invoice period shall be annually or pro-rata based on a lesser period where applicable.
29. The lease fee will be subject to an increase every year on the lease renewal date based on the annual All Australian Weighted Consumer Price Index published for the December quarter of the previous year.
30. For those lots that have water supplied, the costs of water usage and maintenance will be the responsibility of the applicant.
31. The lease shall be for a period of three years, unless terminated, with a one year option.
32. The Lessee / Licensee shall apply for a Property Identification Code (PIC) with Local Land Services (LLS) and furnish details to Council within 1 month of lease commencement. More information is available from the LLS website: <https://www.lls.nsw.gov.au/i-want-to/apply-for-a-property-identification-code>

Instructions for Applicants:

Applicants must complete the application form attached and include a copy of their current Public Liability Insurance cover as stated above (if available). The submission of an application is an acknowledgement by the applicant that they are aware and will comply with each specification listed above and agrees to the termination provisions made by Council.

Selection Criteria

Expressions of interest once received will be assessed against an assessment criteria, with a report to Council submitted detailing all applicants and assessment against the selection criteria detailing a recommendation for preferred applicants.

The following criteria shall be used for assessment of submissions:

Criteria	%
Price offered per annum for Lot	70
Track record of maintaining property to a standard acceptable (Applicants should detail their experience of maintaining land for agistment and may detail contact details of referees or previous lessors dealt with)	30

Further Information:

Further information can be obtained from Blayney Shire Council's Director Corporate Services, Anton Franze on (02) 6368 2104.

Lodgement of Expression of Interest

Expression of interest must be:

- Lodged in the tender box on the ground floor foyer of Council's Office at 91 Adelaide Street, Blayney;
- Received by email or in the mail prior to the time fixed for closing;
- In a plain sealed envelope, on which are printed the words "EOI 12/2025 – Lease of Industrial Land for Agistment purposes". (For hard copy submissions only.)
- Applications should be titled as follows:
"EOI No. 12/2025 – Lease of Industrial Land for Agistment purposes"

Addresses for lodgement of applications are as follows:

By email: tenders@blayney.nsw.gov.au

By post: **The General Manager
Blayney Shire Council
PO Box 62
Blayney NSW 2799**

Closing date for Applications

Applications close 5pm Friday 16 August 2025 or thereafter until all lots are allocated. Late applications will not be considered.

Attachments

Attached to this Expression of Interest specification are maps detailing the lots available for leasing in the Blayney Shire Council Industrial Estate, as well as the application form required for submission.

Lots available in the Industrial Estate and Saleyards Holding Paddocks

Below is a map and aerial imaging of Lots available numbered 1 to 12 highlighted.







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**Expression of Interest: Application Form for Lease
of Industrial Land for Agistment purposes**

Name of applicant:	
Address of applicant:	
Phone number:	
Email:	
Lot applied for (list lot number and offer separately):	
Quotation offer for lot/s (GST inclusive p.a.):	\$
Insurance Company:	
Date stock proof fencing to be installed:	
Track record of maintaining property to a standard acceptable. (Attach information and references as required.)	

The term of the lease will be until 29 February 2028 with a 1 year option or as determined by Council.

As the applicant I understand the terms and conditions as presented in this document.

Signature: _____

Witnessed: _____

Date: _____

File ref.: PM.TN.65