

# CONSERVATION AGREEMENT

Leasehold land comprising Lot 11 on Plan CP860464 and part of Lot 8  
on Plan CP860464, Parish of Curtis, County of Deas Thompson in  
Calliope Shire

*between*

**STATE OF QUEENSLAND**

Queensland Parks and Wildlife Service

*and*

**QUEENSLAND RESORT ENTERPRISES PTY LTD**

*for the establishment of*

**CURTIS ISLAND NATURE REFUGE**

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## **THIS AGREEMENT IS MADE**

**BETWEEN:**     **THE STATE OF QUEENSLAND**, acting through the Minister for the Environmental Protection Agency, of 160 Ann Street Brisbane Qld 4002

**AND:**           **QUEENSLAND RESORT ENTERPRISES PTY LTD** of  
GPO Box 245 Brisbane 4001 (“**the Landholder**”)

### **BACKGROUND:**

- A. The conservation of nature across the State can help protect biological diversity, including native flora and fauna and their habitats.
- B. The participation of Landholders of both freehold and leasehold land is essential to the conservation of biodiversity across landscapes. Conservation Agreements provide Landholders with a means to make a significant contribution to biodiversity conservation by formally protecting the conservation values of the subject land.
- C. A Nature Refuge shall be managed according to the principles contained in the *Nature Conservation Act 1992* (“the Act”). They are to:-
- conserve the area’s significant natural resources;
  - provide for the controlled use of the area’s natural resources; and
  - provide for the interests of the Landholder to be taken into account.
- D. The Landholder is the registered proprietor or lessee of The Land described in this Agreement. The Queensland Parks and Wildlife Service and the Landholder agree that a Nature Refuge shall be declared to protect significant conservation values, including:
- areas containing, or providing habitat for, flora and fauna listed as rare or threatened under State legislation;
  - habitats or vegetation types that are threatened, such as ‘endangered’ and ‘of concern’ regional ecosystems;
  - habitats and ecosystems poorly represented in existing reserves;
  - remnant vegetation of significant conservation value; and
  - regional ecosystems and habitat types for which conservation is recommended on scientific grounds, irrespective of conservation status, including mound springs, dry rainforest scrubs, riparian ecosystems, wetlands and mangroves.

## **IT IS AGREED AS FOLLOWS**

### **1. DEFINITIONS**

“**Agent**” - includes any contractor, employee, servant, guest or agent of the Landholder.

“**Landholder**” - includes:

the owner or registered proprietor in fee simple of The Land; and  
the lessee, if The Land is leased under the Land Act 1994.

“**Minister**” – includes Minister or delegated QPWS/EPA officer.

“**Nature based recreation**” - includes nature study, cycling, walking or horse riding on any road, path or track, canoeing, swimming, or sailing on any dam.

“**The Land**” - means that area of land described in Schedule 1, Items 1 and 2.

### **2. SCOPE OF THE AGREEMENT**

- (a) This Agreement is made under section 45 of the Act as a precondition of The Land being declared a Nature Refuge under section 46 of the Act.
- (b) This Agreement relates to The Land described as the whole of Lot 11 on CP860464 and the Part of Lot 8 CP860464, in the Parish of Curtis, County of Deas Thompson in Calliope Shire, an area of approximately 517 hectares, as shown hachured on the Protected Area (PA) plan PA164 attached to Schedule 1, marked Item 2.
- (c) This Agreement is intended to protect and enhance the following values of The Land:
  - i) The Land provides an important linkage between areas within, or proposed to be included within, Curtis Island National Park;
  - ii) The area comprises intact natural habitat within the South East Queensland Bioregion and includes Regional Ecosystems listed as Of Concern and Endangered; and
  - iii) The land, extending from hills and alluvial flats to the prominent coastal feature of Black Head complements the high scenic values of Curtis Island and will enhance the landscape qualities of the proposed tourist resort at Black Head.

### **3. MANAGEMENT INTENT OF THE LAND**

The management intent of The Land is to:

- (a) protect and enhance the natural values of The Land specified above;

- (b) ensure that use of The Land's natural resources is ecologically sustainable and compatible with the protection and enhancement of the natural values of The Land;
- (c) fulfil the management principles in the Act;
- (d) practise and promote best practice in rural industry and ecotourism; and
- (e) undertake stewardship of The Land, ensuring the ecological sustainability of The Land and the persistence of its habitats and species for future generations.

#### **4. MANAGEMENT OF THE LAND**

- (a) All management of The Land is to be undertaken in accordance with this Agreement.
- (b) This Agreement includes the Agreed Management Conditions in Schedule 2 and also includes any Management Plan which may be prepared from time to time under Part 7 of the Act.

#### **5. THREATENING PROCESSES**

The Landholder shall inform the Queensland Parks and Wildlife Service as soon as practicable after becoming aware of the existence and nature of any threatening process in relation to The Land.

#### **6. ENTRY ON TO THE LAND BY QPWS**

An officer of the Queensland Parks and Wildlife Service may enter The Land to give effect to, or carry out, any provisions of the Act or this Agreement and shall make every reasonable endeavour to obtain the consent of the Landholder prior to any intended entry.

#### **7. ASSISTANCE TO THE LANDHOLDER**

The State may provide assistance to the Landholder, including:

- (a) advice on the control of pest plants and animals;
- (b) assistance with wildfire prevention and suppression;
- (c) assistance in enforcing any regulation pertaining to the land.

The Landholder may, on invitation from the Queensland Parks and Wildlife Service, apply for financial assistance for management of the Nature Refuge.

#### **8. STAMP DUTY**

- (a) The State shall pay any relevant stamp duties associated with this Agreement.
- (b) Each party shall bear its own costs of negotiating and executing this Agreement.

## **9. FUTURE CHANGE OF OWNER OR LESSEE**

The Landholder shall notify the State, within 14 days of the sale of The Land, of the name(s) and address(es) of the person or persons to whom The Land was sold or the lease transferred.

## **10. SUCCESSORS IN TITLE NOT BOUND BEYOND TERMINATION DATE**

This Agreement will expire on the date or event specified in Schedule 1, Item 3.

## **11. LIABILITY OF THE STATE**

The Landholder acknowledges that the State will not be liable for any act, or failure to act which occurs on The Land, merely because of the commencement of this Agreement or the declaration of a Nature Refuge over The Land.

## **12. TERMINATION**

This Agreement may not be terminated unless the declaration of the Nature Refuge to which it relates is revoked in accordance with section 50 of the Act.

## **13. RECTIFICATION**

(a) If a party believes it can demonstrate that the other party is in significant breach of this Agreement, the first party may give written notice requesting rectification.

(b) If a significant breach of this Agreement is demonstrated, the parties undertake to use their best endeavours to cooperate to resolve the dispute within a period of 14 working days of notice given under clause 13(a).

(c) If a dispute cannot be resolved under clauses 13(a) and (b), a party may issue a "Notice of Dispute" to the other party, specifying the dispute and requiring its resolution in accordance with the remaining provisions of this clause.

(d) If the dispute is not resolved within 14 days of service of the Notice of Dispute, the dispute is by this clause submitted to mediation. The Institute of Arbitrators Australia "Rules for the Mediation of Commercial Disputes" (latest edition) apply to the mediation, except where they conflict with this Clause.

(e) The parties agree to jointly determine the mediator (and the mediator's remuneration) within seven working days of the expiry of the Notice Period. If agreement is not reached, the parties agree that the mediator will be the person appointed by (and the remuneration of the mediator is the amount or rate determined by) the President of the Queensland Law Society or the President's nominee, acting on the request of either party to the dispute.

(f) Parties to the Agreement agree to share equally the costs of such mediation.

(g) If the dispute is not resolved within 28 working days after the appointment of the mediator, any party may take legal proceedings to resolve the dispute or may apply to the Minister for the Nature Refuge to be revoked.

(h) This Clause does not prevent any party from obtaining from a court or judge, any urgent injunctive, declaratory or interlocutory orders to protect that party's rights or position under the Agreement.

#### **14. SEVERABILITY**

If any provision of this Agreement is found to be invalid, the remainder of the Agreement continues to apply.

#### **15. EXTENT OF PROHIBITIONS AND RESTRICTIONS**

None of the prohibitions and restrictions specified in this Agreement will apply to the extent necessary for reasonable protection from wildfire or other threatening events, having regard to the safety of human life and property.

#### **16. SERVICE OF NOTICE**

(a) Notice will be deemed given:

- (i) by mail five (5) days after deposit in the mail with postage prepaid; or
- (ii) when delivered by hand; or
- (iii) by facsimile upon apparently successful transmission being noted by the sender's facsimile machine; or
- (iv) by e-mail upon apparently successful transmission being noted by the sender's computer.

(b) Addresses for the State:

The Director-General  
Environmental Protection Agency  
PO Box 155  
BRISBANE ALBERT STREET QLD 4002  
Telephone: (07) 3227 8826  
Facsimile: (07) 3227 6485

(c) Queensland Resort Enterprises Pty Ltd

C/-Thynne and Macartney Solicitors  
GPO Box 245  
BRISBANE QLD 4001

Or as otherwise notified in writing by the Landholder

## SCHEDULE 1

### Description and Plan of The Land

**Item 1.** **Description of The Land:** The whole of Lot 11 on CP860464 and the Part of Lot 8 on CP860464, in the Parish of Curtis, County of Deas Thompson in Calliope Shire, an area of approximately 517 hectares, as shown hachured on the Protected Area (PA) plan PA164 attached to Schedule 1, marked Item 2.

**Item 2.** The Protected Area Plan for The Land, PA164 is included in this Agreement and is attached to Schedule 1 and marked Item 2.

**Item 3.** This Agreement over leasehold land will bind all successive owners and interested parties until the expiration of the lease on the 19 August 2103. This Agreement remains in force in the event of the lease being transferred or renewed to another lessee during this time.

Any offer for a new lease or change of tenure of the Land will include a condition that this Agreement be re-signed as a condition of the new lease or title.

NB: The Agreement is noted on the land title as an administrative advice.



## SCHEDULE 2

### “Agreed Management Conditions”

(Conditions in Item 3 apply unless specified in Items 1 and 2).

- Item 1.** The Landholder may allow entry to The Land by the following animals:
- (a) horses for the purpose of stock mustering or for recreational use, not pastured permanently in the Nature Refuge;
  - (b) cattle for the purpose only of short term display, and where transit is required to and from the display area, provided stock are not pastured permanently within the Nature Refuge;
  - (c) dogs, under the control of the lessee or persons authorised by the lessee for stock management purposes; and
  - (d) guide dog for any sight impaired person.
- Item 2.** The following activities may be undertaken on, or in respect to, The Land:
- (a) low key recreational use by residents, visitors and staff authorised by The Landholder including walking, cycling, use of vehicles on established tracks, horse riding, fishing in the dam, and nature based activities;
  - (b) operation and maintenance of low key walking tracks and horse/cycle trails designed to minimise vegetation damage and erosion;
  - (c) construction and maintenance of roads and tracks including, (1) an access road from the approved landing point; (2) access between adjoining National Park areas along a route approved by the Environmental Protection Agency for public use and; (3) access from the boat landing to resort road to adjoining lease areas within State Forest. Any such roads/tracks shall not be obtrusive and shall be designed to be sympathetic with the landscape by use of the area's natural topography. A vehicle speed limit of 60 kilometres per hour shall apply;
  - (d) the installation of services such as water lines, telephone and power lines provided that these will, as far as possible, follow road alignments or, where this is not feasible, are established so as to cause the least adverse effect to vegetation;
  - (e) the use of fire to maintain vegetation structure and diversity and for hazard reduction purposes in accordance with a Fire Strategy developed in consultation with the Queensland Parks and Wildlife Service;
  - (f) mustering of stock and feral animals including horses and cattle;
  - (g) the translocation of native plants to elsewhere on The Land, following the issuing of permits under the *Nature Conservation Act 1992*, where it is determined that approved development works require the salvage of such plants;
  - (h) salvage logging and the extraction of soil, rock and gravel in those areas to be cleared for any dam, road, airstrip and associated facilities, electricity transmission line or pipeline;

- (i) extraction of soil, rock and gravel for the use on the land and the adjoining resort area and rehabilitation of extraction sites, consistent with protection and enhancement of the natural values of The Land;
- (j) construction, maintenance and operation of a landing ground and associated facilities including terminal building, car park, fuel depot and any structure or works required for aircraft or passenger safety;
- (k) construction, maintenance and operation of a water supply dam, extraction of water from the water supply dam, and the installation of pumping and distribution infrastructure necessary for resort and staff accommodation purposes;
- (l) construction, maintenance and operation of an electricity transmission line;
- (m) erection of directional signs and interpretive signs related to the appreciation of natural values of The Land;
- (n) the installation, operation and maintenance of infrastructure and facilities necessary for the operation of the resort on Lot 8 and Lot 11 including: landing ground and associated facilities, water supply dam and pumping and distribution infrastructure, electricity transmission line; and
- (o) low key tourism activities consistent with protection and appreciation of the natural values of The Land.

**Item 3.** The Landholder will (**unless specified in Item 1 or 2 above**) manage the Land to ensure that:

- (a) native plants including trees, shrubs and grasses are not interfered with, destroyed or removed;
- (b) any trees, shrubs and grasses which are planted are indigenous to The Land, and derived from local seed stock or the Curtis Coast region);
- (c) no unreasonable acts or inactions occur which may adversely and substantially affect any indigenous flora, or fauna or their related habitats;
- (d) the flow, supply, quantity and quality of any body of water is reasonably maintained;
- (e) reasonable measures are taken to prevent the entry of non-indigenous fauna, including domestic and feral animals;
- (f) the erection or display of any notice, hoarding or advertising matter does not occur, except for identification signs, safety signs or any notices or signs required to be erected or displayed pursuant to the requirements of a management or conservation plan or any Act of Parliament;
- (g)
  - (i) unless required by law, there is no exploration or mining, extraction or production of gas, petroleum, minerals or other substances or the establishment of any transmission lines or other services or works; and
  - (ii) if proposing any of the activities listed in (i) above, the Landholder shall notify the Minister and shall not undertake, consent to or

approve such proposal without the prior written permission of the Minister;

- (h) subdivision of the Land is not permitted or applied for;
- (i) (i) no buildings are erected, except where consent in writing for non-residential buildings necessary for the proper and effective management of The Land is given by the Minister; and
  - (ii) where the Minister has given consent in writing, the building shall be sensitively designed to harmonise with the natural environment;
- (j) only trade, industry or business specified in Schedule 2, Item 2 occurs;
- (k) recreational use of vehicles is on formed roads only;
- (l) materials are not stored unnecessarily or dumped;
- (m) timber is not removed;
- (n) roads, bridle paths are not constructed without the prior written approval of the Minister;
- (o) fires are not lit unless specified in Item 2;
- (p) fossicking does not occur; and
- (q) where the Landholder is a lessee under the *Land Act 1994*, the landholder will inform the Minister in writing of intent to:
  - (i) apply for a new lease over The Land; or
  - (ii) enter any subleasing arrangements over The Land or part of The Land.

**EXECUTED AS A DEED:**

**SIGNED, SEALED AND DELIVERED** for and )  
on behalf of **QUEENSLAND RESORT** )  
**ENTERPRISES PTY LTD** by )

\_\_\_\_\_  
(print full name)

this \_\_\_\_\_ day of \_\_\_\_\_ 2004 )

in the presence of: )

\_\_\_\_\_  
(print name of witness)

**SIGNED, SEALED and DELIVERED** for and )  
on behalf of the Crown in right of **the STATE** )  
**OF QUEENSLAND** by the **HONOURABLE** )

**JOHN MICKEL MP** )

the Minister administering the Nature )  
Conservation Act 1992 )

this \_\_\_\_\_ day of \_\_\_\_\_ 2004 )

in the presence of: )

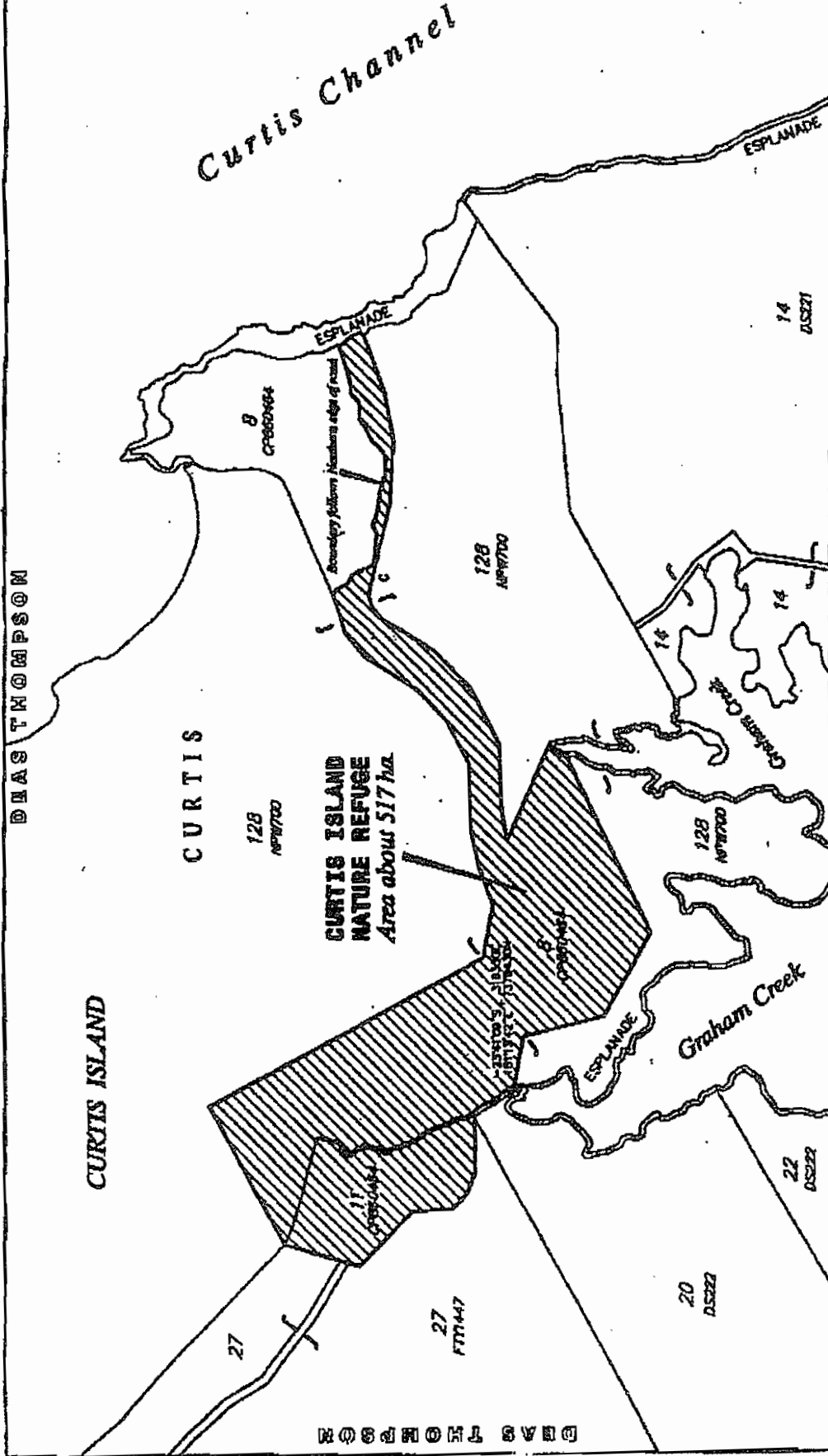
\_\_\_\_\_  
(print name of witness)

\_\_\_\_\_  
(signature)

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(signature of witness)

POINT	EASTING	NORTHING
A		
B		
C		

DEAS THOMPSON

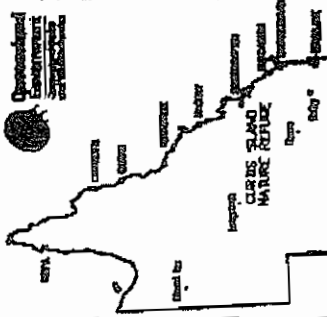


### PLAN OF CURTIS ISLAND NATURE REFUGE

Nature Map/Map Area Shown : zzzzzzzzzz  
 Local Government Area : Shire of Collingwood  
 EPA District/Region : Central  
 Parish of Curtis  
 County of Deane Thompson  
 State Electorate of Gladstone  
 AMG Zone 56  
 Supersession  
 1:100000 9150



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DEAS THOMPSON

CURTIS ISLAND

CURTIS

CURTIS ISLAND NATURE REFUGE  
 Area about 517 ha.

Graham Creek

Curtis Channel

CURTIS ISLAND

CURTIS



DEAS THOMPSON

1:100000 9150



# PEST MANAGEMENT PLAN

## LEGEND:

-  Curtis Island Nature Refuge
-  Property Boundary



**Queensland  
Government**

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Produced to delineate the boundaries of the Nature Refuge under the provisions of the Nature Conservation Act 1992 and the Survey and Mapping Infrastructure Act 2003. Whilst every care is taken to ensure the accuracy of this product the Department of Environment and Resource Management makes no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose. Additionally, the Department of Environment and Resource Management disclaims all responsibility and all liability (including without limitation, liability