

Scenic Rim Regional Council
Habitat Protection
Program Guidelines

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1 Background/Purpose

- 1.1 Scenic Rim Regional Council recognises the significant contribution by landowners to the conservation and enhancement of the Region's natural resources. Council is seeking to develop partnerships with landowners to further enhance positive natural resource management outcomes in the Region.
- 1.2 To support the development of these partnerships and to assist landowners with the management of their land, Council is offering to enter into a range of conservation management agreements. These conservation management agreements provide support, in the form of rate relief and/ or expertise, depending upon the kind of arrangement entered into.
- 1.3 Scenic Rim Regional Council's Habitat Protection Program provides the framework and delivery mechanisms for these conservation management agreements. The program plays a crucial role in creating better land management partnerships between Council, landowners and the general community, and enhances the protection of the Region's valuable natural assets.
- 1.4 The Habitat Protection Program seeks to:
 - (a) develop a sense of community responsibility for nature conservation and sustainable land management practices;
 - (b) enhance landowner recognition and appreciation of the ecological, social and economic importance and benefits of conserving and enhancing the Region's natural resources;
 - (c) enables landowners, through financial, technical, educational, and material support mechanisms, to integrate nature conservation as part of their own land management; and
 - (d) recognises and rewards nature conservation and sustainable land management practices.

2 Guideline Scope

- 2.1 This guideline applies to Council considerations in relation to property eligibility, the types and contents of conservation management agreements, administration and review of the Habitat Protection Program.
- 2.2 The guideline provides a formula for the calculation of the rate assistance that will be initially available to landowners who enter into either a conservation covenant or agreement, but does not detail the amount of the rate assistance or the delivery mechanisms associated with the rate assistance. These particulars are detailed in Council's "Financial Year Revenue Statement". The amount of the rate assistance and the delivery mechanism may vary from year to year.

3 Guideline Objectives

- 3.1 The objective of this guideline is to provide a framework and methodology to assist Council in the implementation of the Habitat Protection Program as part of Council's commitment to the sustainable management of the Region's natural environment and resources.
- 3.2 The objectives of this guideline are supported by
 - Scenic Rim Regional Council Corporate Plan 2009-2014
 - Scenic Rim Regional Council Operational Plan 2009-2014
 - South East Queensland Natural Resource Management Plan 2009-2031
 - South East Queensland Regional Plan 2009-2031
 - South East Queensland Land for Wildlife Memorandum of Understanding
 - Scenic Rim Regional Council Revenue Statement 2009/10

4 Types of Habitat Protection Agreements

- 4.1 Three types of conservation management agreements are available under Council's Habitat Protection Program.
- 4.2 The first kind of agreement is a Land for Wildlife Agreement (LfW), a copy of which is in Appendix 1. The Land for Wildlife Agreements are voluntary and not legally binding. The program is administered through the relevant coordinating body with the full support of Scenic Rim Regional Council. The Council does not provide any direct financial assistance for landowners who enter into a Land for Wildlife Agreement.

4.3 The second type of agreement is the *Conservation Agreement* (CA). This type of agreement is voluntary in nature and is determined in negotiation with the landholder. The landholder must commit, for a predetermined period, to a range of requirements which will enhance and protect the natural landscape and environmental values of their property. This agreement is a contract and therefore is legally binding. An example of a schedule of requirements is included in **Appendix 2**. Financial assistance is restricted to level of significance 3 – 50% remission. Council will also provide technical advice for the management of the agreement area.

Conservation Agreement (CA) is also know as a Voluntary Conservation Agreement (CA)

4.4 The third type of conservation agreement is the *Conservation Covenant* (CC), a copy of which is **Appendix 3.** The Conservation Covenant is a statutory covenant under section 97A(3)(b) of the Land Title Act 1994. The conservation covenant is registered against the title of the land and will remain binding upon successors in title. Financial assistance will be in accordance with Council's Yearly Revenue statement and is open to all levels of remission (level 1,2 & 3). The amount of the rate remission provided by Council will depend upon the area to which the covenant applies, the level of significance of the conservation area and the landowner's compliance with the conservation covenant.

In addition, Council will provide a flat \$400 fee to landholders who enter into a CC with Council payable upon successful registration of the Covenant. This one-off payment can be used to cover any initial costs incurred by the landholder for the setting up of the Covenant and for initial seed funding to undertake works in the conservation area such as weed removal and construction of fire breaks. Council will also provide technical advice for the management of the Covenant area.

Conservation Covenant is also know as a Voluntary Conservation Covenant (VCC)

5 Rate Remission

- 5.1 The following are the current levels (09/10) of rate remission which is offered by the Council to landowners who enter into a conservation agreement or covenant with the Council:
 - a) Level of Significance 1 -
 - (i) 100% remission allowable subject to:
 - a. Landowner has not been issued with any Notices to Remedy Full amount of the remission allowable
 - b. Landowner has been issued with a *Severe* Breach Notice to Remedy Nil remission allowable
 - Landowner has been issued with a *Moderate* Breach Notice to Remedy half of the remission allowable. Two (2) or more Moderate Breach Notices to remedy issued – Nil remission allowable
 - d. Landowner has been issued with a *Minor* Breach Notice to Remedy

 one third of the remission allowable. Three (3) or more Minor Breach Notices to remedy issued

 Nil remission allowable
 - b) Level of Significance 2
 - (ii) 75% remission allowable subject to:
 - e. Landowner has not been issued with any Notices to Remedy Full amount of the remission allowable
 - f. Landowner has been issued with a *Severe* Breach Notice to Remedy Nil remission allowable
 - g. Landowner has been issued with a *Moderate* Breach Notice to Remedy half of the remission allowable. Two (2) or more Moderate Breach Notices to remedy issued – Nil remission allowable
 - h. Landowner has been issued with a *Minor* Breach Notice to Remedy– one third of the remission allowable. Three (3) or more Minor Breach Notices to remedy issued Nil remission allowable

- c) Level of Significance 3 -
 - (iii) 50% remission allowable subject to:
 - Landowner has not been issued with any Notices to Remedy Full amount of the remission allowable
 - j. Landowner has been issued with a *Severe* Breach Notice to Remedy Nil remission allowable
 - k. Landowner has been issued with a *Moderate* Breach Notice to Remedy half of the remission allowable. Two (2) or more Moderate Breach Notices to remedy issued – Nil remission allowable
 - I. Landowner has been issued with a *Minor* Breach Notice to Remedy– one third of the remission allowable. Three (3) or more Minor Breach Notices to remedy issued Nil remission allowable.

The rate remission is determined on the following formula.

(Area of the Conservation Area defined in the Conservation Covenant

or Conservation Agreement) (Area of the Land)

Seneral Rate

The full text of the 2009/10 Revenue Statement in relation to the Program is contained in **Appendix 4**.

5.2 Examples of breach notices that will result in loss or reduction in remission allowable include but are not limited to the following:

Level of Breach	Example
Severe	 Creation of a road Construction of a dam Draining of a wetland Clearing of a significant portion of the Conservation Area
Moderate	 Selective clearing or thinning of part of the Conservation Area Failure to implement all elements of a Property Management Plan Inappropriate construction of tracks Dumping of waste and rubbish
Minor	 Adverse effect to the ecology through inappropriate activities that alter nutrient, fire, and moisture regimes of the Conservation Area Inappropriate management of stock within Conservation Area

5.3 The following table outlines an example of the levels of significance and corresponding features a property may have to exhibit.

Levels of Significance	Conservation features	Rate Rebate
Level 1	Conservation Covenant or Nature Refuge that heavily restricts and limits future uses of the property by preventing vegetation clearing, and promotes revegetation, rehabilitation, regrowth and other conservation outcomes.	100%
Level 2	Conservation Covenant or Nature Refuge that protects and promotes revegetation, rehabilitation, regrowth and other conservation outcomes. This category may allow some limited development and other economic uses where it does not harm the environment	75%
Level 3	Conservation Agreement or Nature Refuge that protect vegetation and encourages conservation outcomes.	50%

Note: As per types of management agreement description CC are open to levels 1 – 3 significance, CA level 3 only.

6 Agreement/ Covenant Eligibility

- 6.1 To be eligible to enter into a Conservation Covenant with Council the following criteria must be satisfied:
 - (a) the proposed Conservation Area consists of areas with vegetation habitat that:
 - (i) is identified as remnant vegetation on the current regional ecosystem map or remnant map under the *Vegetation Management and Other Legislation Act 2004*; or
 - (ii) provides habitat for species listed under the Commonwealth Environment Protection and Biodiversity Conservation Act 1999 or the Queensland Nature Conservation Act 1992; or
 - (iii) is identified as within a conservation categories, zone or corridor in any current Council strategic planning document; or
 - (iv) is identified as having conservation significance using any Biodiversity Index tool; or
 - (v) is a riparian zone and/or is an area identified by Council as being suitable for conservation; and
 - (b) the landowner can demonstrate (at the discretion of Council):
 - (i) suitable nature conservation practices; and/or
 - (ii) sustainable land management practices.
- 6.2 To be eligible to enter into a Conservation Agreement with Council the following criteria must be satisfied:
 - (a) conservation area as defined for the a CC but the owner is unwilling to enter into a CC or property has areas that have been identified as having either strategic landscape value, high priority rehabilitation/ restoration areas, high land degradation sites or add to the biodiversity values of the Region; and

- (b) the landowner can demonstrate (at the discretion of Council):
 - (i) suitable nature conservation practices; and/or
 - (ii) sustainable land management practices.
- 6.3 Notwithstanding the above criteria, Council may decline to enter into a conservation management agreement with a landowner if the landowner is known to have committed an act that is contrary to suitable nature conservation practices within the past five years.

Note: Attaining Land for Wildlife registration is subject to the terms and conditions of the relevant regional coordination body of the Land for Wildlife Scheme.

7 Miscellaneous

Outside the area subject to the Land for Wildlife Agreement, CA or CC, a landowner will be able to undertake any permissible activity such as farming practices, forestry, building and maintaining rural/residential buildings, subject to the requirements of the Council's planning process' and any other relevant legislation.

8 Terms

8.1 The following is an outline of the terms of the conservation covenant/ agreement:

Breach of the Landowner's Obligations

In the event a landowner is in breach of its obligations under a CC or CA, the Council may issue the landowner with a notice requiring the landowner to take specified actions which may include remediation works and/or the preparation or amendment of the management plan. A Notice to Remedy is contained in **Appendix 5**.

In the event the landowner fails to comply with a notice issued to it, within the time specified in that notice, the Council may undertake the works specified in the notice at the landowner's cost.

The number of such notices issued to the landowner and whether the notices are complied with, within the time specified, will impact upon the amount of the management assistance that the landowner receives.

Communication and Cooperation

Once a landowner has entered into the CC the landowner will be obliged to meet with a representative of the Council at least once every year to discuss progress in complying with the landowner's obligations in relation to the conservation area.

Covenant runs with the Land

The conservation covenant will be registered against the title of the land and will remain in effect even if the land is sold.

Conservation Area

The conservation area is the part of the land to which the CA or CC applies. The landowner's obligations will primarily relate to the activities carried out in the Conservation Area. Where the Conservation Area under a CC applies to part of a lot, it is a requirement when registering a statutory covenant to submit either a survey plan with specific locational information or an explanatory format plan.

Council's Obligations

The Council's obligations are to:

(a) provide the landowner with management assistance, which is a remission or partial remission of the portion of the general rate reasonably attributable to the conservation area, if that remission is provided for in Council's budget for a financial year; and

- (b) provide the landowner with a one-off \$400 signing fee to landholders who enter into a CC with Council upon registration of the Covenant. This one-off payment can be used to cover any initial costs incurred by the landholder for the setting up of the Covenant and for initial seed funding to undertake initial works as part of management plan requirements.
- (c) upon the landowner's request, provide them with reasonable assistance in the management of the conservation area, including through providing technical advice; and
- (d) upon the landowner's request, refer them to an expert able to provide technical advice in relation to the management of the conservation area.

Environmental Value

The "Environmental Value" of the conservation area is the qualities of the Area that the landowner will be primarily required to protect and enhance under the CA or CC. The particular Environmental Value of all conservation areas will be specified in the CA or CC documentation.

Management Plan

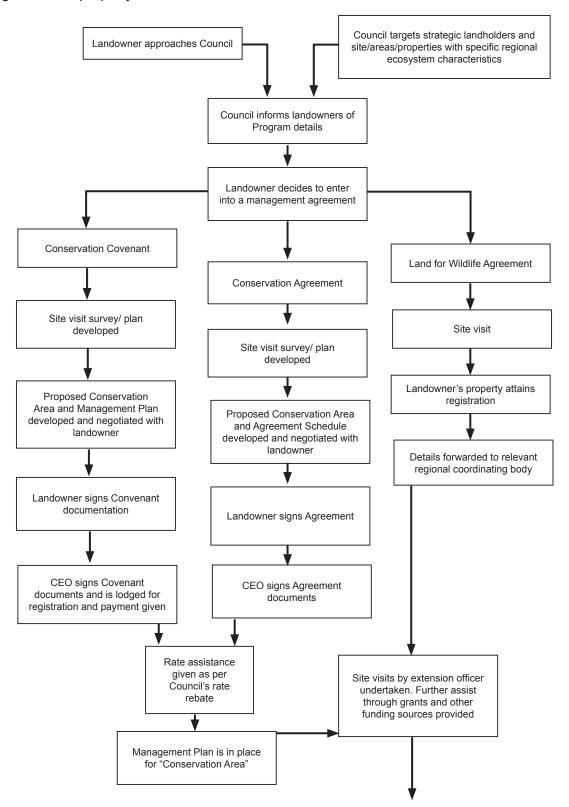
Council, in consultation with the landowner will prepare a management plan for the conservation area. The management plan will outline the manner in which the Environmental Value of the Conservation Area will be conserved and enhanced and will not conflict with the conditions contained within the CA or CC documentation.

Landowner's Obligations

The landowner's primary obligations are to ensure that the environmental value of the conservation area is protected and maintained and to comply with the management plan.

9 Administration - Program Framework and Methodology

This flowchart illustrates the process behind the Habitat Protection Program including processing and signing agreements, property visits and reviews.



10 Review

The Habitat Protection Program will be reviewed every five years to ensure currency.

Appendix 1

LAND FOR WILDLIFE AGREEMENT (as per regional requirements)

Land for Wildlife Agreement

I acknowledge that the *Land for Wildlife* status accorded to land which is under my control and management is conditional upon my making a reasonable effort on that land to pursue the maintenance and enhancement of native flora and fauna and/or to integrate nature conservation with other land management objectives.

I also acknowledge that any *Land for Wildlife* signs remain the property of *Land for Wildlife* Scheme and may be removed from my property, under due notification, at the discretion of the State Co-ordinator, in accordance with the *Land for Wildlife* Guidelines.

I agree to give reasonable notice to the *Land for Wildlife* program prior to relinquishing management control of the land in order that negotiations can occur with any new owner/occupier as to whether *Land for Wildlife* status may continue to apply to that land.

I acknowledge that the *Land for Wildlife* logo is protected by copyright and may not be used for commercial gain without written permission from the *Land for Wildlife* State Coordinator

Landholder(s)	Date
Extension Officer's recommendation and/or Agreement ratified	by Regional Coordinator.
Signed:	
Extension Officer / Regional Coordinator	Date
(Note: The landholder must receive a copy of the completed Propert copy of this agreement after signing by both parties).	ty Assessment Form, together with a

Appendix 2

CONSERVATION AGREEMENT

CONSERVATION AGREEMENT

This Agreement is made this

day of

20

Between: Scenic Rim Regional Council, a local government pursuant to the Local Government Act 1993 of 82 Brisbane Street, Beaudesert in the Sate of Queensland (hereinafter called the 'Council')

And: [insert full name and title of owner/s]

[insert address of property]

(hereinafter called the 'Owner')

File Reference [insert file reference no]

For: The period of [insert agreement period]

Where as:

- 1. The Council has a concern for the conservation of, and wishes to protect and maintain the Native Vegetation and Environmental values of the Scenic Rim Regional Council area.
- 2. The owner is a registered proprietor of the parcel of land described as

Lot [insert lot number] on [insert registered plan] County of [insert county] Parish of [insert parish]

Situated at (street address) [insert street address] (the Land).

- 3. The Council and the Owner wish to either protect and preserve the Native Vegetation and Environmental Values of the Land or enhance and develop the Environmental values of the Land for the scheduled period.
- **4.** The Owner wishes to retain ownership of the Land and is prepared to take all reasonable measures to meet the conditions of this agreement.
- 5. In exchange for the Owner undertaking these measures, the Council is willing to provide the Owner with certain assistance on the terms of this Agreement.

It is Agreed:

- A. This Agreement commences on the date of this Agreement and will continue until:
 - (a) a change in ownership of the Land;
 - (b) the agreement is terminated; or
 - (c) the agreement term is completed.
- **B.** The Council agrees to, from the date of this Agreement, give the Owner a 'rate rebate' in respect of the amount of rates payable by the Owner. The amount of rebate will be calculated according to the current Scenic Rim Regional Council Program Guidelines for Conservation Agreements (CA).

- C. The Council is entitled to:
 - (a) review the Agreement as determined;\
 - (b) review the Management Plan at least every five years;
 - (c) review the Council's policy generally in respect of Conservation Agreements; or
 - (d) monitor compliance with agreement conditions.
- **D.** The agreement maybe terminated by either party by providing 60 days written notice to the other party. In the event the agreement is terminated any unused rate rebate paid in advance will be required to be repaid. Any additional financial assistance (e.g. assets establishment) given may also need to be repaid at discretion of the Chief Executive Officer.
- E. The Owner shall:
 - (a) take all reasonable measures to ensure the Environmental Values of the property are preserved and maintained;
 - (b) comply with the Management Plan; and
 - (c) manage the CA Area in accordance with the Management Plan.
- **F.** The Management Plan can be changed/amended only when agreed to by both parties and the agreed changed is in writing and signed by both parties.
- **G.** The Owner must at all times ensure that any person occupying the CA Area:
 - (a) is aware of the relevant provisions of this Agreement (including the Management Plan); and
 - (b) complies with the requirements of the Management Plan.
- **H.** To assist the Owner to achieve the protection and maintenance of the CA Area, management assistance can be provided by Council at no cost to the Owner.
- I. Where the owner intends to transfer title of the Land to another person, the Owner must notify the Council in writing of the name and address of the new Owner to be prior to the transfer of the land title.

EXECUTED BY THE PARTIES AS A DEED.

The parties have executed this agreement as follows:	
OWNER:	
Signed sealed and delivered by	
[Insert full name of owner] this [Insert day]day of [Insert month] [insert year] in the presence of:	
(Please print your name)	
COUNCIL: Signed on behalf of Scenic Rim Regional Council by:	
Chief Executive Officer	
this [Insert day]day of [Insert month] [insert year]	
in the presence of:	
(please print your name)	(Please sign)

SCHEDULE 1

A location map of the CA Area is attached.

A copy of the survey plan for the property is attached.

Management Assistance from Council

a. Calculation of the rate rebate for the first year of the Conservation Agreement (CA):

Where a CA is signed after the rates are issued for a financial year, a proportion of the rate rebate will be reimbursed to the Owner, based on the number of months the CA will be in existence for until the next rates notice is issued. For example if a CA is signed in September then the equivalent of 9 months of the rate rebate applicable, will be determined by Council and the Owner will be reimbursed for that amount. The rate rebate will appear on the Owner's rates notice for the first financial year following the signing of the CA.

b. Yearly rate rebate: (for duration of the Agreement)



Management Plan (full plan to be attached)

Appendix 3

CONSERVATION COVENANT (example only)

FORM 31 Version 1 Land Title Act 1994 and Land Act 1994			D REGISTRY age 1 of 14		
Dealii	ng No.		Lodger Name,	address & phone number	Lodger Code
1. Covenantor					
2. Description of Lots subject to	o the covenant	County	Parish	Title Refe	rence
3. Covenantee					
Beaudesert Shire Council					
 Description of Covenant Pursuant to Section 97A of the 	I and Title Act 10	04 and in tarms	of the attached S	chadula	
Pursuant to Section 97 A of the	Land Title Act 19	94 and interns	or the attached c	criedule.	
5. Execution The Covenantor being the registered the covenant described in item 4.	d owner of the lot	s described in it	em 2 covenants v	vith the Covenantee in re	espect of
Witnessing Officer	1	Execution Date		Covenantor's	Signature
	.signature	/ /			
	.full name				
	qualification				
as per Schedule 1 of Land Title Act 1994 (eg		, C.Dec)			
Witnessing Officer	1	Execution Date		Covenantee's	Signature
	.signature	1 1			
as per Schedule 1 of Land Title Act 1994 (eg		, C.Dec)			

Appendix 4

2009/10 REVENUE STATEMENT

- 2. Exemptions from the General Rate
 - (1) It is resolved, pursuant to section 1031 of the *Local Government Act 1993*, that the Council is satisfied that entry by an owner of land into a:

Conservation Covenant under section 97A of the *Land Title Act 1994* of which Council is a covenanter; and/or

Conservation Agreement with the Council;

in relation to the whole of the rateable assessment justifies the exercise by Council of the power to remit upon application the whole of all general rates levied on the land, on the basis that Conservation Covenants and Conservation Agreements assist in the preservation, restoration or maintenance of places of environmental or scientific significance in the Scenic Rim Regional Council area.

(2) It is resolved, pursuant to section 1031 of the Local Government Act 1993, that a landowner:

with a Conservation Covenant under section 97A of the Land Title Act 1994, of which Council is the covenantee, registered over the land; and/or

who has entered into a Conservation Agreement with Council in respect of land;

in relation to part of the rateable assessment, which part contains vegetation communities of the following Levels of Significance, will be granted a remission upon application, on the basis that conservation covenants and conservation agreements assist in the preservation, restoration or maintenance of places of environmental or scientific significance in The Scenic Rim Regional Council area, of the following percentage of the general rate attributable to the Conservation Area of the land

General rate attributable to the Conservation Area means:

(Area of the Conservation Area defined

in the Conservation Covenant

General Rate

or Conservation Agreement (Area of the Land)

- a) Level of Significance 1
 - (iv) 100% remission allowable subject to:
 - m.Landowner has not been issued with any Notices to Remedy Full amount of the remission allowable
 - n. Landowner has been issued with a *Severe* Breach Notice to Remedy Nil remission allowable
 - o. Landowner has been issued with a *Moderate* Breach Notice to Remedy half of the remission allowable. Two (2) or more Moderate Breach Notices to remedy issued Nil remission allowable
 - p. Landowner has been issued with a *Minor* Breach Notice to Remedy– one third of the remission allowable. Three (3) or more Minor Breach Notices to remedy issued Nil remission allowable
 - c) Level of Significance 2 -

- (v) 75% remission allowable subject to:
 - q. Landowner has not been issued with any Notices to Remedy Full amount of the remission allowable
 - r. Landowner has been issued with a Severe Breach Notice to Remedy Nil remission allowable
 - s. Landowner has been issued with a *Moderate* Breach Notice to Remedy half of the remission allowable. Two (2) or more Moderate Breach Notices to remedy issued Nil remission allowable
 - t. Landowner has been issued with a *Minor* Breach Notice to Remedy– one third of the remission allowable. Three (3) or more Minor Breach Notices to remedy issued Nil remission allowable
- d) Level of Significance 3 -
 - (vi) 50% remission allowable subject to:
 - u. Landowner has not been issued with any Notices to Remedy Full amount of the remission allowable
 - v. Landowner has been issued with a Severe Breach Notice to Remedy Nil remission allowable
 - w. Landowner has been issued with a *Moderate* Breach Notice to Remedy half of the remission allowable. Two (2) or more Moderate Breach Notices to remedy issued Nil remission allowable
 - x. Landowner has been issued with a *Minor* Breach Notice to Remedy– one third of the remission allowable. Three (3) or more Minor Breach Notices to remedy issued Nil remission allowable.

Note: The definition of the above Levels of Significance applying to land covered by a Conservation Covenant or Agreement is contained within Council's Conservation Agreements Landowners' Information Kit.

Failure to comply with any Notice To Remedy will automatically result in 0% remission.

Table 1: Examples of breach notices that will result in loss or reduction in remission allowable include but are not limited to the following:

Level of Breach	Example		
Severe	 Creation of a road Construction of a dam Draining of a wetland Clearing of a significant portion of the Conservation Area 		
Moderate	□ Selective clearing or thinning of part of the Conservation Area □ Failure to implement all elements of a Property Management Plan □ Inappropriate construction of tracks □ Dumping of waste and rubbish		
Minor	 Adverse effect to the ecology through inappropriate activities that alter nutrient, fire, and moisture regimes of the Conservation Area Inappropriate management of stock within Conservation Area 		

Appendix 5



Annexure 4

NOTICE TO REMEDY

Conservation Covenant/Voluntary Conservation Agreement

Clause [1]

TAKE NOTICE

- You, the person specified in section 1, are the registered owner of the land specified in section 2.
- 2 **[2]**
- You have breached your obligations under the [3] in the way specified in section 3.
- You are required to remedy the breach specified in section 3 by taking the Remedial Actions specified in section 4 within the time specified in section 5.
- When you have undertaken all of the Remedial Actions specified in section 4 you must give notice to the Council in the way specified in section 6.
- This notice constitutes a Notice to Remedy under clause [1] of the [3].

Section 1: Recipient of Notice to Remedy

Name: [4]

Address: [5]

Section 2: The Land

The land situated at [6] in the State of Queensland, which is more particularly described as [7].

Section 3: Details of Breach

Obligations: [8]

Breach: [9]

Section 4: Remedial Action

1 [10]

Section 5: Time for compliance

All of the Remedial Actions specified in section 4 must be completed within [11] of the date of this Notice to Remedy.

Section 6: Notice of Compliance

When all of the Remedial Actions specified in section 4 have been completed written notice must be provided to the Council at the following address quoting the following reference:

B/723312/1

Address: [12]

Reference: [13]

Issuing Officer: [14]

Signature:

Date of Issue: [15]

No.: [16]

Contact Officer: [17]

[1] Clause of Conservation Covenant or Voluntary Conservation Agreement providing for the issue of a Notice to Remedy.

[2] Either:

- A Conservation Covenant under section 97A of the Land Title Act 1997 is registered over the land specified in section 2 [use for Notice to Remedy under a Conservation Covenant]; or
- You have entered into a Voluntary Conservation Agreement with the Beaudesert Shire Council in relation to the land specified in section 2[use for Notice to Remedy under Voluntary Conservation Agreement].
- [3] Conservation Covenant OR Voluntary Conservation Agreement.
- [4] Name of Registered Owner.
- [5] Address for service under Voluntary Conservation Agreement or Address of landowner shown on Council's rating system for a Conservation Covenant.
- [6] Street address of land.
- [7] Real property description of land (eg. Lot 2 on RP 7587897).
- [8] Specify the clause of the Voluntary Conservation Agreement or Conservation Covenant containing the obligations which have been breached OR specify the clause of the Voluntary Conservation Agreement or Conservation Covenant requiring compliance with the Management Plan together with the section of the Management Plan which has been breached.
- [9] Specify the facts and circumstances giving rise to the breach.
- [10] List the steps required to be taken to remedy the breach, this may include rehabilitation works on the land and/or ceasing to do certain things and/or preparing or amending the Management Plan.

B/723312/1

- [11] Specify the time within which the Remedial Actions must be taken. The time should be reasonable having regard to the Remedial Actions required in section 4.
- [12] Address of Council Chambers.
- [13] Council file reference including the name of the responsible Council officer.
- [14] Title of officer to whom the power to issue Notices to Remedy has been delegated, currently the Manager Environmental Activities.
- [15] Date of issue of Notice to Remedy.
- [16] No. of Notice to Remedy from Register.
- [17] Name and contact telephone number of responsible Council officer.

B/723312/1