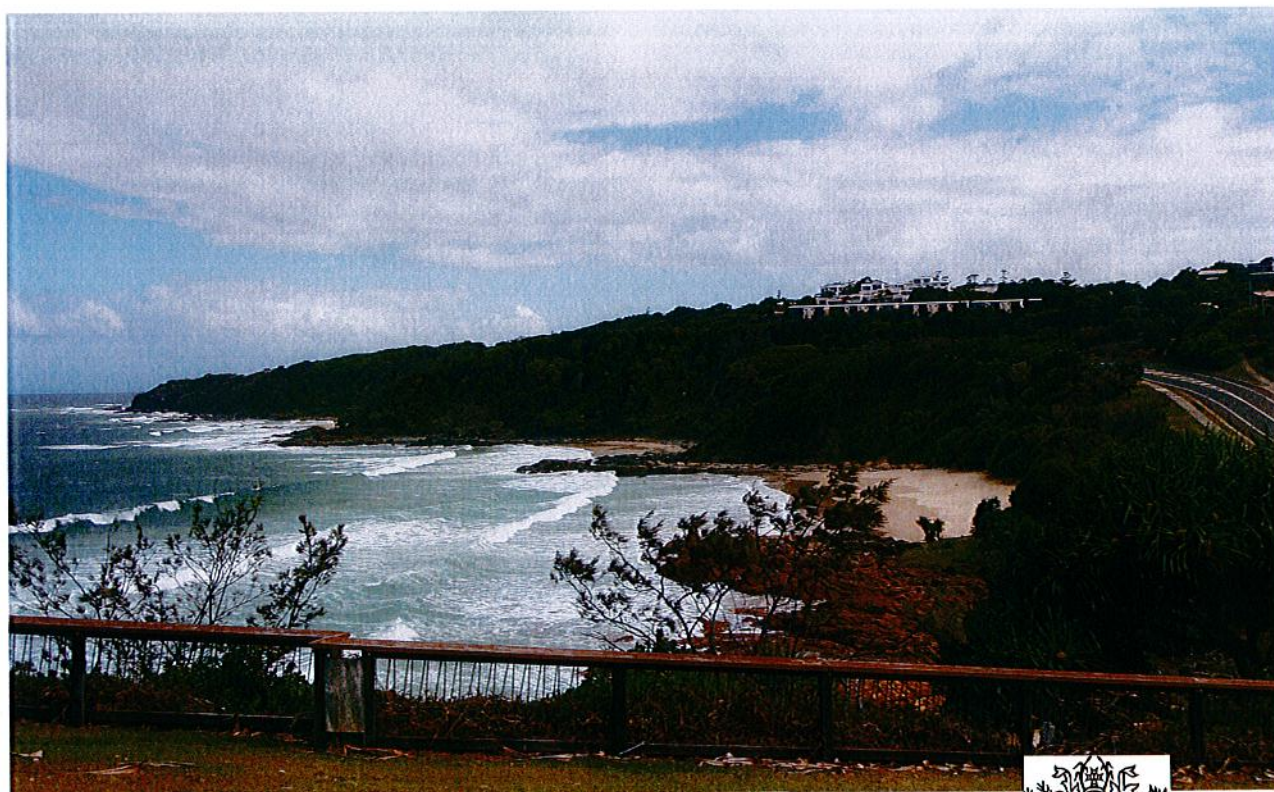


Deed of Agreement

Yaroomba - Coolum Foreshore Reserve



Sunshine Coast
Council
Queensland | Australia



Department of
Transport and Main Roads

DEED OF AGREEMENT

BETWEEN:

THE STATE OF QUEENSLAND
acting through the **DEPARTMENT OF TRANSPORT AND MAIN ROADS**
of 12 First Avenue, Maroochydore in the State of Queensland (“DTMR”)

AND: **SUNSHINE COAST REGIONAL COUNCIL (“SCRC”)**

AND: **COOLUM DISTRICT COAST CARE GROUP INC. (“CDCCG”)**

RECITALS

- A. The David Low Way is gazetted as a State-controlled road under s.24 of the *Transport Infrastructure Act 1994* with the control of the road vesting in DTMR.
- B. The gazettal of the David Low Way includes an area of remnant rainforest and beach communities south of the Coolum Beach Surf Club to the northern end of the Yinneburra Street, bounded by the high water mark of the Pacific Ocean to the east and the western boundary of the David Low Way, as shown in Figure 1 (referred to herein as ‘the Site’).
- C. Under ‘Agreement between Local Government Association of Queensland Inc and Department of Main Roads for: Cost-sharing based on responsibilities within State-controlled roads’, March 2000, maintenance responsibility for the Site rests with SCRC.
- D. Approval for SCRC to undertake maintenance of council assets within state-controlled road reserve is provided by DTMR through a Road Corridor Permit (section 50 approval of the *Transport Infrastructure Act 1994* for Ancillary Works and Encroachments), on an annual basis. This approval is provided only once relevant insurance and indemnity clauses are satisfied. The conditions of the above Road Corridor Permit are applicable to this Site.
- E. Any proposed construction works at the Site require the approval of DTMR through s33 of the *Transport Infrastructure Act 1994*. Any such approval given will be subject to appropriate insurance and/or indemnities for the proposed construction works.
- F. The CDCCG acts through an alliance of associations known as the Coolum Road Reserve Action Group (CRRAG) which comprises of the following groups:
1. Stumers Creek Catchment Group;
 2. Coolum Cliffs Boardwalk Inc;
 3. Coolum Residents Association;
 4. Coolum District Coast Care Group Inc;
 5. Pt Arkwright Environment and Progress Association Inc; and
 6. Coolum Beach Surf Lifesaving Club.
- G. The CRRAG undertakes voluntary maintenance works such as weed control and inspections through the Site, through SCRC “Community Partnership Program”. CDCCG and/or CRAAG personnel undertaking approved works (as defined by Community Partnership Program protocols) at the ‘Site’ are covered by SCRC insurance.



Branch/Unit:	Assets & Operations / North Coast Region
Projection/ Datum:	Map Grid of Australia (MGA) Zone 56, Geocentric Datum of Australia (GDA) 1994
File location:	V:\DATA_GIS\GIS\User\BAM\Workspace\CDCCG_map.kor

**Figure 1:
Management Area**

Queensland Government		
Transport and Main Roads		
Plan No/ Job No:	CDCCG_map	Issue: Date:
Drawn by:	A 16/01/2012
Checked by:

© The State of Queensland 2012. All Rights Reserved. This map is based on data provided by the Queensland Government and other government departments. The Queensland Government does not warrant the accuracy or reliability of the data provided. The Queensland Government is not responsible for any errors or omissions in this map. The Queensland Government is not liable for any damages or losses resulting from the use of this map. The Queensland Government is not responsible for any costs incurred as a result of the data being inaccurate or incomplete in any way, and for any reason.

THE PARTIES AGREE AS FOLLOWS:

1. Objective

The parties recognise the uniqueness and high ecological value of the Site and the threat posed to the area from weed invasion, myrtle rust, stormwater discharge and other factors.

The parties agree that the objective of this agreement is to manage, protect and enhance the Site for its unique social and natural values.

The parties agree to co-manage the Site in accordance with the principles and obligations set out in this agreement. DTMR and SCRC acknowledge and value the maintenance, inspection and research work undertaken by CRRAG at the Site.

2. Obligations of the parties – Maintenance and Construction

2.1 Obligations of SCRC

SCRC undertakes to:

- (a) develop and implement the ‘Yaroomba – Coolum Foreshore Bushland Reserve’ works plan (hereby referred to as ‘the works plan’) for the Site in line with the objectives detailed in clause 1;
- (b) provide updated copies of the works plan to DTMR and CDCCG;
- (c) maintain at all times a current Road Corridor Permit for maintenance of Council assets within state-controlled road reserve;
- (d) seek DTMR approval, as per s33 of Transport Infrastructure Act, for any construction at the Site;
- (d) continue to support community coastcare and bushland management activities within the Site;
- (e) comply with and use its best endeavours to ensure CDCCG personnel comply with the conditions of the Road Corridor Permit issued by DTMR.

2.2 Obligations of DTMR

DTMR undertakes to:

- (a) manage the impacts on the reserve from the operation of the adjacent main road according to the objective set out in clause 1 above, and policies and procedures of DTMR;
- (b) seek internal DTMR funding (eg through ‘Significant Environmental Areas’ policy) as requested to assist SCRC and CDCCG in development and implementation of the maintenance works plan, data collection and resources;
- (c) assess applications for construction works under s33 Transport Infrastructure Act, relating to the Site, according to the objectives set out in clause 1 above, and policies and procedures of DTMR.

2.3. Obligations of CDCCG as co-ordinator of CRRAG

CDCCG undertakes to:

- (a) work to promote broader community awareness of the issues relevant to the Site;
- (b) encourage the participation of groups and individuals in the implementation of the works plan;
- (c) obtain prior approval from SCRC for maintenance activities undertaken by members of CDCCG and CRRAG;
- (d) obtain prior approval from DTMR for construction works at the Site. It is preferred that such requests for approval come through SCRC.
- (e) comply with conditions of approvals provided, including conditions of DTMR Road Corridor Permit.

3. **Site Assessment**

The three parties (SCRC, DTMR, and CDCCG) agree in principal to support research and/or ongoing assessment of the natural and social values of the Site, in order to improve its management.

4. **Conditions of access to the specific Site**

The parties agree that the following conditions shall apply to access to the Site by SCRC or CDCCG or their servants or agents:

- (a) work access to the Site shall only be during daylight hours; and
- (b) work access to the Site under this agreement is not permitted within the area to the west of the bikeway/walkway located on the eastern edge of the formed pavement on the David Low Way or, where no bikeway/walkway exists, within nine (9) metres of the eastern edge of the formed pavement of the David Low Way.

Conditions contained within Road Corridor Permit obtained by Sunshine Coast Regional Council for maintenance of council assets within the state-controlled road reserve shall also apply to SCRC, CDCCG and their respective servants or agents.

5. **Variations**

No modification, variation or amendment of this agreement has any force or effect unless it is in writing and has been signed by all of the parties to this agreement.

6. **Entire agreement**

This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements, understandings and negotiations on that subject matter, cease to have any effect.

7. **Term of agreement**

This agreement commences on the date when the last party signs it, and subject to the terms of this agreement shall remain in force for the term.

The term of this agreement shall be for a period of five (5) years from the date of execution by the parties with an option for renewal of the agreement for a further period of five (5) years with the consent of all of the parties to the agreement.

8. Compliance with legislation

The parties shall comply with the requirements of all Acts of the Parliaments of the Commonwealth and the State of Queensland, including but not limited to *Work Health and Safety Act, 2011* and relevant environmental legislation.

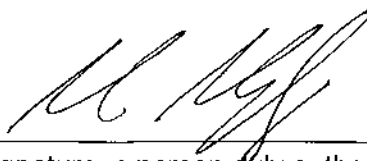
9. Governing law

This agreement will be governed by and construed in accordance with the laws of the State of Queensland and the parties submit to the jurisdiction of the courts of that State.

10. This agreement shall bind the successors and assigns of each respective party.

EXECUTED as a DEED:

Signed, sealed and delivered by the **State of Queensland**, represented by the **Department of Transport and Main Roads**



Signature, a person duly authorised to execute this Deed

MIKE HYSLOP
MANAGER, NETWORK PERFORMANCE & PLANNING

Print name and position of person signing Deed

In the presence of:



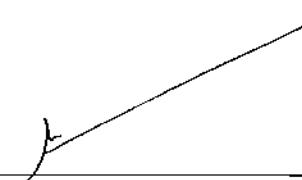
Witness signature

NATALIE BELITEL.

Print name of witness

Dated this 9TH day of OCTOBER 2012

The Common Seal of SUNSHINE COAST REGIONAL COUNCIL was affixed by:



an officer who certifies that he/she is the proper officer to witness the affixing of the Seal

Chris Allan
Manager Environmental Operations, sec.

Print name and position of person signing Deed

In the presence of:



Witness signature



Print name of witness

Dated this 12th day of October 2012

Signed, sealed and delivered by

As authorised officers of COOLUM DISTRICT COAST CARE GROUP INC

In the presence of:

Witness signature

Print name and position of person signing Deed

Dated this day of 2012

Print name of witness