



Biodiversity  
Conservation  
Trust

# Conservation Agreement

Made under the *Biodiversity Conservation Act 2016* (NSW)

Conservation Agreement Number: CA0363

Property Name: Ardglen Quarry

**Annexure A**  
**Conservation Agreement of Part Lot 39 and Lots 49 and 187 in DP 751028 between the Biodiversity Conservation Trust of New South Wales and Mingay Property Holdings Pty Ltd**

**Part A. Execution**  
**Executed as a deed**

**Executed by the Biodiversity Conservation Trust of New South Wales**

Signed sealed and delivered for and on behalf of the Biodiversity Conservation Trust of New South Wales by its duly authorised delegate in the presence of the witness named below:



Electronic signature of me, Erin Giuliani, affixed by me, or at my direction, on 07/05/2024

Signature of delegate of the Biodiversity Conservation Trust of New South Wales

07/05/2024

Date

Erin Giuliani  
Chief Executive Officer, BCT

Name and Title of delegate (please print)

*I certify that an authorised officer of the Biodiversity Conservation Trust of New South Wales who is personally known to me or as to whose identity I am otherwise satisfied signed this dealing in my presence.*



Electronic signature of me, Jordan Barber, affixed on 7/05/2024

Signature of witness

Jordan Barber

Name of witness  
(please print)

c/- 12 Darcy Street Parramatta NSW 2150

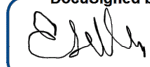
Address of witness  
(please print)

By signing this document, the witness states that they witnessed the signature of the signatory over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000.

*Certified as correct for the purposes of the Real Property Act 1900 (NSW) and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.*

**Executed by Mingay Property Holdings Pty Ltd ACN 644 067 121** in accordance with section 127(1) of the Corporations Act 2001 (Cth) acting by:

Electronic signature of me,  
Emma Jean Kelly, affixed  
by me on 12/4/2024

DocuSigned by:  
  
08573B5710114FC

Signature

Emma Jean Kelly

Name of Secretary  
(please print)

Electronic signature of me,  
David Ross Mingay, affixed  
by me on 24/4/2024

DocuSigned by:  
  
CCB93451.17AD4B3

Signature

David Ross Mingay

Name of Director  
(please print)

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## Part B. Parties

The parties to this Deed are:

- The person or entity named in Item C (**Owner**)
- The Biodiversity Conservation Trust of New South Wales established under the Biodiversity Conservation Act of 4 Parramatta Square, 12 Darcy Street, Parramatta, NSW (**NSW BCT**)

Note: This Deed, once Registered, is binding on successors in title and not just the owner named above.

Note: The NSW BCT may delegate any of its functions (other than the power of delegation) to a member or committee of the Board of the NSW BCT, any employee of the NSW BCT, or any person, or a person of a class, prescribed by the Biodiversity Conservation Regulation.

Note: Any reference in this Deed to the word "Item" is a reference to the relevant item in the Schedule of Terms at Part E of this Deed.

## Part C. Preamble

- A. The Owner has agreed to enter into this Conservation Agreement under Part 5 Division 3 of the Biodiversity Conservation Act to secure an offset arrangement.
- B. The Owner owns the Land, which includes the Conservation Area.
- C. The Site Values Report records the condition of the Conservation Area as at the date of the Site Values Report.
- D. The Owner has agreed to comply with certain restrictions in relation to the Conservation Area, in accordance with the Law and the terms and conditions set out in this Deed.
- E. In executing this Deed, the parties have agreed to the schedule of terms set out in Part E and the conditions set out in Part F of this Deed.
- F. The NSW Biodiversity Conservation Trust acknowledges the Traditional Custodians throughout NSW and recognises their ongoing connection to land, waters, biodiversity, and culture. We pay our respects to their Elders past, present and emerging, and commit to genuinely, collaboratively engage and partner with Aboriginal people in the delivery of our private land conservation programs.

**Part D. Consents required under section 5.21 of the Biodiversity Conservation Act**

Not applicable

**Part E. Schedule of Terms**

<b>Item A</b>	<b>Agreement Date</b>	
	07/05/2024	
<b>Item B</b>	<b>Term</b>	
(clause 2)	Commencement Date	The rights and obligations under this Deed commence on the Agreement Date
	End Date	Not applicable (the Deed continues in perpetuity)
<b>Item C</b>	<b>Owner</b>	
	Name of Owner at Agreement Date	Mingay Property Holdings Pty Ltd
	Address for service of notices	PO Box 379 Wallsend NSW 2287 ardglenbca@dasholdings.au
<b>Item D</b>	<b>Biodiversity Conservation Trust of New South Wales</b>	
	Name	The Biodiversity Conservation Trust of New South Wales ( <b>NSW BCT</b> )
	Address for service of notices	Biodiversity Conservation Trust Locked Bag 5022 Parramatta NSW 2124 Email: info@bct.nsw.gov.au
<b>Item E</b>	<b>Details of Land and Conservation Area</b>	
	Land	Part lot 39 and Lots 49 and 187 in DP 751028 Known as "Ardglen Quarry"
	Conservation Area	The area outlined on the boundary map in the Management Plan, having an approximate area shown below
	Approximate area of Conservation Area	34.26 hectares
<b>Item F</b>	<b>Aboriginal Cultural Values</b>	
	<p>Private land within NSW often contains various forms of significant sites and features within the landscape. Aboriginal Cultural Values are connected to Country, including waterways, mountains, wetlands, floodplains, hills, sandhills, rock outcrops and the biodiversity within these geological features. Many of these features are known to have cultural value and contain culturally significant sites. These elements of the landscape can be associated with Dreaming stories and cultural learning. Where this property contains some of these features, there is potential for culturally significant sites to be in the agreement area.</p> <p>Traditional and contemporary Aboriginal Cultural Values often co-exist with natural assets. This means that conservation management may occur in areas with significant Aboriginal Cultural Values. Typically, protecting and enhancing biodiversity values will be beneficial to protecting and enhancing Aboriginal Cultural Values; and measures to protect and enhance Aboriginal Cultural Values will be beneficial to the biodiversity values of a site.</p>	
<b>Item G</b>	<b>Aboriginal Objects and Aboriginal Places known to be present on Conservation Area</b>	
(clause 4)	<p>As at 13 September 2023, the Aboriginal Heritage Information Management System (AHIMS) register indicates that there are no known Aboriginal objects and/or Aboriginal places on the Conservation Area.</p> <p>Note: The above is based on the Owner's knowledge, and a search that the NSW BCT has conducted of the Aboriginal Heritage Information Management System (<b>AHIMS</b>) to determine whether any Aboriginal objects or Aboriginal places are recorded in that system as existing in, on, under or in relation to the Conservation Area. The fact that AHIMS does not have any recordings in relation to the Conservation Area does not mean that Aboriginal objects or Aboriginal places do not exist in, on under or in relation to the Conservation Area (and if Aboriginal objects or Aboriginal places are</p>	

	recorded, this does not mean that additional Aboriginal objects or Aboriginal places do not also exist in, on, under or in relation to the Conservation Area)
<b>Item H</b>	<b>Objective</b>
	To maintain, conserve and restore species and habitats.
<b>Item I</b>	<b>Offset obligation</b>
	This Deed is entered into to secure an offset obligation required by condition 26 of Schedule 3 of Project Approval MP 06_0264, as modified for the Ardglen Quarry extension.
<b>Item J</b>	<b>Site Values Report</b>
	The document separate to the deed titled "Site Values Report – Ardglen Quarry", signed and dated by the parties within 12 months of signing of this agreement, for identification purposes.
<b>Item K</b>	<b>Special conditions</b>
(clause 1(b))	<p><b>Kangaroo control</b></p> <p>The following is a Permitted Exception for the purpose of this Deed as if it were set out in full in clause 3 of Part 2 of the Management Plan (Attachment 2):</p> <p>Control of kangaroo species may be undertaken in the Conservation Area, but only if conducted in accordance with a relevant biodiversity conservation licence granted under Part 2 of the Biodiversity Conservation Act, and any other authorisation or licence required and issued by the appropriate Authority; and kangaroo grazing pressure is causing significant decline in the Biodiversity Values of the Conservation Area or deterioration in the native ground cover in Healthy Condition.</p> <p><b>Ecological burning</b></p> <p>The following is a Permitted Exception for the purpose of this Deed as if it were set out in full in clause 3 of Part 2 of the Management Plan (Attachment 2): Carrying out burns to benefit the Biodiversity Values in, on, under or in relation to the Conservation Area, having regard to the recommended fire frequency interval for vegetation types on the Conservation Area and in accordance with the "Rules and Notes for the implementation of the Threatened Species Hazard Reduction List for the Bush Fire Environmental Assessment Code" issued by the NSW Rural Fire Service.</p> <p><b>Reporting Period</b></p> <p>Despite any other provision of this Deed, the Owner must complete and submit a report to the NSW BCT for approval within 60 days after the end of each Reporting Period:</p> <ul style="list-style-type: none"> <li>(i) using the Annual Report Template;</li> <li>(ii) demonstrating satisfactory Completion of each Management Action required to be Completed within that Reporting Period by: <ul style="list-style-type: none"> <li>(A) specifying the relevant Management Action that has been Completed; and</li> <li>(B) attaching Supporting Evidence.</li> </ul> </li> </ul> <p>Note: Evidence will vary depending on the nature of the Management Action. For example, photographs may be appropriate to demonstrate Completion of a particular milestone, or, where the Management Action requires works, appropriate evidence may be receipts from the contractor demonstrating that the work has been carried out.</p> <p>This condition ceases to apply if Mingay Property Holding Pty Ltd (ACN 644 067 121) is no longer the owner of the Land identified in Item E.</p>



## Part F. Conditions

### 1. Definitions and interpretation

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- (a) Defined terms used in this Deed are capitalised and the meaning of such terms is set out in the Dictionary at Attachment 1. Provisions relating to interpretation of this Deed are also set out in the Dictionary. Definitions and interpretation applying only to Attachment 3 are set out within Attachment 3.
- (b) The Special Conditions take precedence over any Standard Provisions, and the provisions in any Attachment, but only to the extent of any inconsistency.

### 2. Commencement and term

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- (a) This Deed:
  - (i) commences on the Agreement Date; and
  - (ii) applies:
    - (A) in perpetuity if there is no End Date stated in Item B; or
    - (B) until the End Date if one is stated in Item B,and if registered by the Registrar-General, is binding on successors in title.
- (b) The Owner acknowledges that:
  - (i) the Site Values Report describes the condition of the Conservation Area as at the date of the Site Values Report to the best of the knowledge of the Owner and the NSW BCT; and
  - (ii) if subsequent versions of the Site Values Report are signed by the Owner from time to time and the NSW BCT, then those subsequent versions describe the condition of the Conservation Area to the best of the knowledge of the Owner and the NSW BCT at the date they are signed.

### 3. Existing agreements

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Where the Conservation Area is already the subject of an agreement that protects and regulates the use of the Area this Deed applies and takes precedence over any of the obligations in the previous agreement.

It is not a defence to a contravention of this Deed to say that a previous agreement has been complied with.

### 4. Aboriginal Objects and Aboriginal Places

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The parties acknowledge that nothing in this Deed authorises (including, by way of a consent, permit, approval or authorisation of any kind for the purposes of Part 6 of the NPW Act) any person to harm, damage or desecrate an Aboriginal Object or Aboriginal Place in, on or under the Conservation Area, including any objects or places described in Item G above.

### 5. Continued operation of *State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017*

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In respect of those parts of the Conservation Area that are land to which the *State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017* applies the Deed does not operate as an authorisation of clearing under section 60O of the Local Land Services Act 2013.

Note: you will need to check if any parts of the conservation area are land to which the *State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017* applies. For that land the controls set out in the *State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017* apply. For areas of the Conservation Area that are covered by the SEPP the Clearing and earthwork envelopes are not to be the distances set out in Part 4 of Attachment 2 - the processes and requirements set out in the SEPP must be followed.

### 6. Management Plan

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The Owner must comply with the Management Plan

## **7. Management actions**

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The Owner must comply with Attachment 3.

Note: Attachment 3 may contain restrictions and requirements additional to those in the Standard Provisions relating to various matters including management actions, reporting and transfer of ownership. Please note that whilst the Owner's reporting and monitoring obligations under clause 14 are optional, the Owner's reporting and monitoring obligations set out in Attachment 3 are compulsory.

## **8. General restrictions on use of Conservation Area**

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The Owner must not, and must ensure that any Owner Associates do not, carry out any Prohibited Activities on the Conservation Area, unless agreed to by the NSW BCT in writing.

Note: Prohibited Activities are the Management Restrictions described in Part 2 of the Management Plan (Attachment 2). Also, see exceptions provided in clause 9 below.

## **9. Permitted Exceptions**

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Despite any other provision of this Deed, the Owner:

- (a) may carry out, or cause or permit to be carried out, any Permitted Exception;
- (b) in an emergency, or where there is an imminent risk of:
  - (i) serious personal injury; or
  - (ii) irreparable serious damage to property,may do anything that is reasonably necessary to remove or reduce such risk; and
- (c) is not required to do anything which would be inconsistent with any Identified Legal Requirement.

Note: Permitted Exceptions are described in clause 3 of Part 2 of the Management Plan (Attachment 2). Identified Legal Requirements are set out in the Dictionary (Attachment 1).

## **10. Owner notification**

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The Owner must notify the NSW BCT as soon as possible after becoming aware of any one or more of the following:

- (a) any sudden or significant decline in the Biodiversity Values, or Biodiversity, on the Conservation Area,
- (b) any threat to any of the Biodiversity Values, or Biodiversity, on the Conservation Area, or
- (c) any breach of this Deed, or any document which is expressed to be ancillary to this Deed.

Note: This includes an obligation to notify of any matter that is caused by or arises from actions of the Owner, actions of third parties and natural actions (e.g. floods or drought).

## **11. Owner's obligations where the Land is used by third parties**

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- (a) The Owner's obligations under this Deed continue when the Land is occupied or used by any third party at the invitation or with the authorisation of the Owner or an Owner's Associate.
- (b) The Owner must ensure that:
  - (i) any Occupant and any Owner Associate entering or using the Land is aware of the Owner's obligations under this Deed;
  - (ii) any Occupancy Agreement relating to the Land specifically incorporates all relevant requirements of this Deed and requires that any Occupant will not:
    - (A) cause a breach of this Deed; or
    - (B) act in a way that is inconsistent with the Owner's obligations under this Deed.

## **12. Change of Owner or Occupant of Land**

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- (a) The Owner must notify the NSW BCT in writing:
  - (i) if the Owner forms any intent to Sell, as soon as possible after such intent arises;
  - (ii) where part or all of the Land is listed for Sale, within 7 days after the date of such listing;
  - (iii) of any change of ownership of part or all of the Land, within 7 days after such change;
  - (iv) of any change of an Occupant of part or all of the Land, within 28 days after such change.
- (b) A notice under clause 12(a)(iii) or 12(a)(iv) must include the name and address and other relevant contact details of the New Owner or Occupant.
- (c) The Owner must provide a copy of this Deed to any New Owner before completion of the Sale.

Note: The circumstances in which the Land or the Conservation Area may be subdivided are restricted. For further detail see clause 2(k) of Part 2 of the Management Plan.

## **13. Owner to permit access for Research and Monitoring**

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- (a) The Owner must do all reasonable things to allow any Authorised Entrant to safely and reasonably access the Conservation Area at any time to carry out Research or Monitoring, but only where the NSW BCT or the Authorised Entrant has given reasonable notice to both the Owner and any Notified Occupant of the Authorised Entrant's intention to enter the Conservation Area and the nature of the Research or Monitoring to be conducted.
- (b) The requirements in clause 13(a) do not affect or limit the powers of Authorised Officers to enter premises in accordance with Part 12 of the Biodiversity Conservation Act.

Note: Part 12 of the Biodiversity Conservation Act grants authorised officers rights to enter premises (not limited to Conservation Areas) for various reasons including determining whether there has been compliance with or a contravention of the Biodiversity Conservation Act, determining whether there has been compliance with a Conservation Agreement and for obtaining information or records for purposes connected with the administration of the Biodiversity Conservation Act.

## **14. Monitoring and Reporting**

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The Owner may provide information about the Conservation Area to the NSW BCT, in addition to that required under this Deed, to assist in the study of the conservation or enhancement of Biodiversity, including:

- (a) the results of any monitoring, inspections or surveys carried out by the Owner with respect to the Conservation Area;
- (b) records of actions undertaken in accordance with the Management Plan; and
- (c) assessments of biodiversity outcomes for the Conservation Area.

Note: There are two types of monitoring and reporting conditions. Clause 14 is optional and the Owner is not required to undertake the reporting and monitoring activities referred to in clause 14, but may choose to do so. However the Owner is required to undertake the monitoring set out in Part 4 of Attachment 3.

## **15. Owner's warranties as to ownership**

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The Owner warrants to the NSW BCT that, as at the Agreement Date:

- (a) the Owner is the Owner of the Land and there is no other person who is Owner of the Land; and
- (b) the Owner is not aware of any challenge to the Owner's ownership of the Land.

## **16. Owner to obtain all necessary consents and comply with all Laws**

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- (a) The Owner warrants that:
  - (i) as at the Agreement Date, the Owner has obtained the written consent of all persons whose consent is required to the entry into this Deed and Registration; and

- (ii) if any further consents are required on or after the Agreement Date, the Owner will promptly obtain the written consent of all such persons including where consent is required for the continuation, variation or termination of this Deed or any Registration of such dealings,

whether required by this Deed or by Law.

- (b) The Owner must obtain all consents and approvals necessary for, and comply with all Laws in relation to, carrying out any Permitted Exceptions and any activity that the Owner carries out in accordance with Attachment 3.

## **17. Land Titles Registration**

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- (a) The NSW BCT will, at the Owner's cost:
  - (i) Register this Deed, as soon as practicable after the Agreement Date, subject to the Owner's compliance with clauses 16 and 17(b) where applicable; and
  - (ii) prepare and register any Site Sketch Plan as part of this Deed.
- (b) If the Owner requires that the Land or Conservation Area be described by reference to a separate deposited plan, then unless otherwise agreed, the Owner must pay the costs of such separate deposited plan including surveying costs and any additional costs associated with registration of such deposited plan.
- (c) The Owner agrees to do all things reasonably required by the NSW BCT to facilitate Registration, including signing relevant dealing forms and any abstracts and reimbursing the NSW BCT for any costs incurred under clause 17(a).

Note: The costs of preparing this Deed are addressed in clause 25.

## **18. Review of Deed and support by NSW BCT**

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- (a) The NSW BCT will, after the end of every Review Period, conduct a review of this Deed (and in particular the Management Plan) and the Site Values Report to determine whether the NSW BCT considers that any variations to either the Deed or the Site Values Report are appropriate to improve the conservation of Biodiversity on the Conservation Area.
- (b) If the outcome of any review conducted under clause 18(a) is that the NSW BCT does consider that variations to either the Deed or the Site Values Report may be appropriate, then it will notify the Owner of that outcome, and the proposed variations.
- (c) Nothing in this clause 18 requires the NSW BCT or the Owner to agree to any variation to this Deed.

Note: All variations are governed by clause 21 of this Deed.
- (d) The NSW BCT will arrange for the provision of technical advice and any other assistance to the Owner in accordance with the "Landholder Support Package" offered by the NSW BCT from time to time.

## **19. Indemnity and release**

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### **19.1 Release**

The Owner agrees that the Protected Persons are not responsible for and releases each of the Protected Persons from any Claims arising from, in connection with, or as a consequence of:

- (a) the Owner carrying out its obligations under this Deed or acting on financial, technical or other advice provided under or in connection with the Deed;
- (b) a Protected Person exercising a right or carrying out an obligation under this Deed or the Law, including in relation to the variation or termination of this Deed;
- (c) the provision by a Protected Person of financial advice, technical advice or other assistance under, or in connection with the implementation of this Deed or the failure to provide such advice or assistance,

except to the extent caused or contributed to by the negligence or default of the Protected Persons.

## 19.2 Indemnity

- (a) The Owner indemnifies the Protected Persons against all Claims that the Protected Persons may sustain or incur arising from, in connection with, or as a consequence of the Owner's, Occupant's or the Owner's Associate's negligence or default under this Deed.
- (b) Unless this Deed expressly provides otherwise:
  - (i) each indemnity in this Deed survives the expiry, termination or surrender of this Deed; and
  - (ii) a party may recover a payment under an indemnity in this Deed before it makes the payment in respect of which the indemnity is given.

## 20. Electronic Execution

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- (a) Each party consents to this document and any variations of this document being signed by electronic signature by the methods set out in this clause.
- (b) This clause applies regardless of the type of legal entity of the parties. If this document or any subsequent variations are signed on behalf of a legal entity, the persons signing warrant that they have the authority to sign.
- (c) For the purposes of this clause, the parties agree that the following methods validly identify the person signing and indicate that person's intention to sign this document and any variation of it:
  - (i) insertion of an image (including a scanned image) of the person's own unique signature on to the document;
  - (ii) insertion of the person's name on to the document; or
  - (iii) use of a stylus or touch finger on a touch screen to sign the document:  
provided that in each of the above cases, words to the effect of '*Electronic signature of me, [NAME], affixed by me on [DATE/TIME]*' are also included on the document;
  - (iv) use of a reliable electronic signature and exchange platform (such as DocuSign or AdobeSign) to sign the document; or
  - (v) as otherwise agreed in writing (including via email) between the parties.
- (d) The parties agree that the above methods are reliable as appropriate for the purpose of signing this document and that electronic signing of this document by or on behalf of a party indicates that party's intention to be bound.

## 21. Variation

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- (a) This Deed may only be varied in writing and in accordance with the Biodiversity Conservation Act.  
  
Note: Examples of circumstances where a variation will generally be agreed include circumstances where land is to be added to the Conservation Area.
- (b) Unless otherwise agreed, the Owner must pay the NSW BCT's costs, including legal costs, of preparing any variation to this Deed that is proposed by the Owner, and registering the variation.  
  
Note: In some cases the NSW BCT may agree to pay some of the costs associated with a variation, for example where the variation will improve Biodiversity conservation.

## 22. Force majeure

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- (a) The Owner is:
  - (i) not required to comply with its obligations under this Deed; and

- (ii) is not liable for any loss or liability suffered or incurred by the NSW BCT as a result of the Owner's inability to comply with its obligations,

to the extent that the Owner is prevented from complying, or its ability to comply is delayed, due to a Force Majeure Event. This applies for so long as the Force Majeure Event continues to prevent the Owner from complying.

- (b) If the Owner's ability to comply with its obligations under this Deed is affected by a Force Majeure Event it must:
  - (i) promptly notify the NSW BCT as soon as it becomes aware that it is (or is likely to be) so affected, giving reasonable details of the Force Majeure Event and the obligations that will be affected;
  - (ii) take all reasonable steps to prevent, limit and minimise the effect of the Force Majeure Event on its obligations and comply again with its obligations as soon as reasonably possible; and
  - (iii) keep the NSW BCT informed of the expected duration of the effect of the Force Majeure Event and the steps it takes to comply with clause 22(b)(ii).

Note: See also clause 10 which requires the Owner to give the NSW BCT notice of certain events affecting the Conservation Area.

### **23. Dispute resolution**

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- (a) If a party believes that a Dispute has arisen, then, subject to clause 23(c), that party may not commence court proceedings unless it has first given the other party a Dispute Notice and attempted to resolve the Dispute in accordance with this clause 23.
- (b) If a Dispute Notice is given then the Owner and the NSW BCT must each appoint a representative to use all reasonable endeavours to:
  - (i) promptly (and in any event within 28 days after receiving the Dispute Notice meet (in person or using electronic or telecommunications technology)); and
  - (ii) at such meeting, act in good faith to attempt to resolve the Dispute described in the Dispute Notice.
- (c) Nothing in this clause 23 prevents:
  - (i) any party from seeking urgent interlocutory relief in relation to a breach of this Deed; or
  - (ii) the NSW BCT or the Minister exercising the NSW BCT's or the Minister's rights under the Biodiversity Conservation Act.

Note: This clause is not intended to limit the rights of the NSW BCT to commence civil proceedings under Part 13, Division 2 of the Biodiversity Conservation Act and does not apply where the Owner is in breach of its obligations under this Deed.

### **24. Disclosure of Deed and information**

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The Owner consents to the Disclosure Information being made publicly available as part of the register of private land conservation agreements maintained by DCCEEW and acknowledges that that Disclosure Information may be made available to the public on the government website maintained in accordance with the Biodiversity Conservation Act.

### **25. Costs**

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Each party must pay its own costs and disbursements in relation to:

- (a) the preparation, negotiation and finalisation of this Deed.
- (b) everything it must do under this Deed unless otherwise specified in this Deed.

Note: Costs associated with registration are addressed in clause 17 and costs associated with variations are addressed in clause 21.

**26. Discretion and no fetter**

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- (a) Except as otherwise set out in this Deed, and subject to any Law, the NSW BCT may give or withhold an approval or consent to be given under this Deed, and any such approval or consent may be subject to any conditions determined by the NSW BCT, in the NSW BCT's absolute and unfettered discretion. The NSW BCT is not obliged to give its reasons for withholding approval or consent, or giving approval or consent subject to conditions.
- (b) Nothing in this Deed is to be construed as requiring the NSW BCT to do anything that would cause the NSW BCT to be in breach of any of its obligations at Law, and without limitation nothing in this Deed is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

**27. Liability limited to NSW BCT only**

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The Owner acknowledges that neither the Crown in right of the State, nor the State's employees or agents, is in any way liable for the acts or omissions of the NSW BCT under this Deed.

**28. Default and NSW BCT's rectification rights**

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**28.1 Notice on default**

If the Owner breaches any term of this Deed then the NSW BCT may give notice to the Owner:

- (a) specifying the breach; and
- (b) requiring that the breach be remedied within a reasonable time after the date of the notice.

**28.2 NSW BCT may rectify**

The NSW BCT may, but is not obliged to, do anything that the NSW BCT considers necessary to remedy any default by the Owner under this Deed (including having an Authorised Entrant, or any employee, agent or contractor of the NSW BCT, enter the Land to remedy the default), and whenever the NSW BCT elects to take any steps to remedy a default by the Owner all Costs incurred by the NSW BCT will be a liquidated debt and must be paid by the Owner to the NSW BCT on demand.

**29. Termination**

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- (a) This Deed may be terminated by written notice:
  - (i) immediately, by the NSW BCT, where the Owner has not complied with a notice given by the NSW BCT in accordance with clause 28.1(b); or
  - (ii) otherwise in accordance with the Biodiversity Conservation Act.
- (b) The Owner acknowledges that the Minister is entitled to direct the NSW BCT to terminate this Deed under section 5.23(7) of the Biodiversity Conservation Act. The Owner will not make a Claim against the NSW BCT if the Minister makes such a direction and acknowledges that no compensation is payable by the Minister or the NSW BCT to the Owner in respect of variation or termination of this Deed except where compensation is payable under the Biodiversity Conservation Act or at Law.

**30. Notices**

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**30.1 Giving notices**

- (a) A notice under this Deed is only given if it is in writing and is delivered, posted or emailed (as appropriate) to the Notice Address.
- (b) A party may change their Notice Address by giving the other parties at least 5 Business Days written notice of the changed details.

**30.2 Time notice is given**

A notice is to be treated as given or made in accordance with the following rules:

- (a) if it is delivered in person, when it is left at the relevant physical address of the recipient;

- (b) if it is sent by post within Australia, on the earlier of the following:
  - (i) the date it is actually delivered;
  - (ii) the date confirmed to be the delivery date pursuant to the tracking service; and
  - (iii) where it is sent by:
    - (A) express post service, 2 Business Days after being posted; or
    - (B) any form of post, other than express post, 7 Business Days after being posted;
- (c) if it is sent by email, as soon as it is sent provided that:
  - (i) the sender does not receive a message indicating that there has been an error in the transmission; and
  - (ii) the sender also sends the notice by way of an alternative method of service (but clauses 30.2(a) and 30.2(b) will not apply to the alternative method).

Note: See clause 12 in relation to the Owner's obligation to give notice to the NSW BCT on change of ownership.



## Attachment 1: Dictionary and Interpretation

### Part 1. Dictionary

In this Deed, unless a contrary intention appears, a capitalised word or words has the meaning given in the corresponding row in the table below. The definitions that apply to Attachment 3 only are included within Attachment 3.

Word/s	Meaning
<b>Aboriginal Cultural Values</b>	For the purpose of this agreement Aboriginal Cultural Values refers to the tangible and intangible values that different Aboriginal groups hold in relation to religions, customs, knowledge and significance of cultural landscapes. Cultural landscapes are living landscapes that reflect the values of the people who shape it and continue to live in it. They carry important meaning for past, present, and future Aboriginal identities and include natural and biocultural features of the environment. More broadly, the definition of Aboriginal Cultural Values, incorporates the same meaning that "Commonwealth Heritage" has in the <i>Environment Protection and Biodiversity Conservation Regulation 2000</i> .
<b>Aboriginal Objects</b>	The same meaning that "Aboriginal objects" has in the NPW Act <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was "any deposit, object or material evidence (not being a handicraft made for sale) relating to the Aboriginal habitation of the area that comprises New South Wales, being habitation before or concurrent with (or both) the occupation of that area by persons of non-Aboriginal extraction, and includes Aboriginal remains"</i>
<b>Aboriginal Places</b>	The same meaning that "Aboriginal places" has in the NPW Act <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was "any place declared to be an Aboriginal place under section 84" of the NPW Act</i>
<b>Agreement Date</b>	The date on which the last party executes the Deed, being the date set out in Item A
<b>Annual Report Template</b>	The form entitled "Annual Report Template" available on the NSW BCT website or as supplied to the Owner by NSW BCT from time to time
<b>Attachment</b>	A numbered attachment at the end of this Deed
<b>Authorised Entrant</b>	Any one or more of the following: <ul style="list-style-type: none"> <li>– the NSW BCT</li> <li>– the Environment Agency Head</li> <li>– an officer of DCCEEW or the NSW BCT</li> <li>– any person that the NSW BCT, the Environment Agency Head or an officer of DCCEEW or the NSW BCT requests the Owner to allow onto the Land to carry out Research and/or Monitoring where the Owner has consented to such request (such consent not to be unreasonably withheld or delayed)</li> </ul>

Word/s	Meaning
<b>Authorised Officer</b>	A person who is appointed as an authorised officer under Part 12 of the Biodiversity Conservation Act <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date, the Environment Agency Head may appoint any person (including a class of persons) as an authorised officer</i>
<b>Authority</b>	Any federal, state or local government authority, body or department having jurisdiction in relation to the Land or this Deed and includes any governmental or semi-governmental or local governmental authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality
<b>Biodiversity</b>	The meaning given to it in section 1.5 of the Biodiversity Conservation Act <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was "the variety of living animal and plant life from all sources, and includes diversity within and between species and diversity of ecosystems"</i>
<b>Biodiversity Conservation Act</b>	The <i>Biodiversity Conservation Act 2016 (NSW)</i> and any regulations from time to time in force under that Act
<b>Biodiversity Conservation Regulation</b>	The <i>Biodiversity Conservation Regulation 2017 (NSW)</i>

Word/s	Meaning
<b>Biodiversity Values</b>	<p>The meaning given to it in section 1.5 of the Biodiversity Conservation Act</p> <p><i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was:</i></p> <p>“- <i>vegetation integrity</i>—being the degree to which the composition, structure and function of vegetation at a particular site and the surrounding landscape has been altered from a near natural state,  - <i>habitat suitability</i>—being the degree to which the habitat needs of threatened species are present at a particular site,  - <i>threatened species abundance</i>—being the occurrence and abundance of threatened species or threatened ecological communities, or their habitat, at a particular site,  - <i>vegetation abundance</i>—being the occurrence and abundance of vegetation at a particular site,  - <i>habitat connectivity</i>—being the degree to which a particular site connects different areas of habitat of threatened species to facilitate the movement of those species across their range,  - <i>threatened species movement</i>—being the degree to which a particular site contributes to the movement of threatened species to maintain their lifecycle,  - <i>flight path integrity</i>—being the degree to which the flight paths of protected animals over a particular site are free from interference,  - <i>water sustainability</i>—being the degree to which water quality, water bodies and hydrological processes sustain threatened species and threatened ecological communities at a particular site”</p>
<b>Business Day</b>	<p>A day that is not:</p> <ul style="list-style-type: none"> <li>– a Saturday, Sunday, public holiday or bank holiday in Sydney, Australia; or</li> <li>– 24, 27, 28, 29, 30 or 31 of December</li> </ul>
<b>Claim</b>	<p>Any claim, damage, demand, liability, Cost, loss, suit, proceeding (whether actual or potential), right of action and claim for compensation</p>
<b>Clearing and Earthworks Envelopes</b>	<p>The distances and other restrictions set out in Part 4 of the Management Plan</p>
<b>Conservation Area</b>	<p>The area described in Item E beside the words “Conservation Area”</p>
<b>Cost</b>	<p>Any cost, expense, charge, payment, outgoing, loss or other expenditure of any nature whether direct, indirect or consequential and whether accrued or paid and includes legal costs and expenses on whichever is the higher of a full indemnity basis or solicitor and own client basis</p>
<b>Deed</b>	<p>This deed and includes any attachments, annexures or schedules attached to this deed</p>

Word/s	Meaning
<b>Development</b>	<p>The meaning given to it in section 1.6 of the Biodiversity Conservation Act</p> <p><i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was:</i></p> <p>“(a) the use of land, and  (b) the subdivision of land, and  (c) the erection of a building, and  (d) the carrying out of a work, and  (e) the demolition of a building or work, and  (f) any other act, matter or thing referred to in section 26 of the Environmental Planning and Assessment Act (NSW) 1979 that is controlled by an environmental planning instrument,  but does not include the demolition of a temporary structure”</p>
<b>Dictionary</b>	<p>This Attachment titled “Dictionary and Interpretation” and includes any replacement or updated component of such Attachment from time to time</p>
<b>Disclosure Information</b>	<p>The information contained in this Deed, including a copy of the Deed and details of the location of the Land and the Management Plan</p>
<b>Dispute</b>	<p>A dispute, difference or claim in connection with this Deed (but excluding any dispute, difference or claim in connection with clause 28 or 29)</p>
<b>Dispute Notice</b>	<p>A notice setting out:</p> <ul style="list-style-type: none"> <li>– the nature, or subject matter, of the Dispute, including a summary of any efforts made to resolve other than in accordance with the Dispute Resolution Process;</li> <li>– the identity of any other person centrally involved in the Dispute;</li> <li>– the intent to invoke the Dispute Resolution Process; and</li> <li>– (if practicable) the outcomes which the notifying party wishes to achieve</li> </ul>
<b>Dispute Resolution Process</b>	<p>The process set out in clauses 23(a) and 23(b)</p>
<b>DCCEEW</b>	<p>The Department of Climate Change, Energy, the Environment and Water</p>
<b>End Date</b>	<p>The date set out in Item B beside the words “End Date”</p>
<b>Environment Agency Head</b>	<p>The meaning given to it in section 1.6 of the Biodiversity Conservation Act</p> <p><i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was</i> “the Secretary of the Department of Climate Change, Energy, the Environment and Water”</p>
<b>FloraBank Model Code of Practice</b>	<p>The model code of practice published by Florabank from time to time.</p>

Word/s	Meaning
<b>Force Majeure Event</b>	An event that is beyond the reasonable control of the Owner, including any natural disaster, fire, flood, accident, war, riot, act of terrorism, biohazard or a serious epidemic, but only to the extent that such events were beyond the Owner's reasonable control. A force majeure event does not however include any obligation to pay money, a labour dispute or shortage of materials or labour
<b>GST Act</b>	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth).</i>  The expressions "GST", "Input Tax Credit", "Recipient", "Supply", "Tax Invoice" and "Taxable Supply" have the meanings given to those expressions in the GST Act and "Supplier" means the party who made the Taxable Supply
<b>Healthy Condition (of ground cover)</b>	A threshold of condition of the ground layer vegetation where both of the following criteria are recorded and observed across the majority (80%) of the paddock/zone: <ul style="list-style-type: none"> <li>- Ground cover and soil protection - greater than 80% of ground cover of vegetation (including all living plants &lt;1m in height) and any associated dead plant material, fungi, mosses and lichens; and</li> <li>- Height and structure - tussocks of key native grasses <i>Bothriochloa macra</i>, <i>Themeda australis</i> and <i>Poa sieberiana</i>, with an average sward height of greater than 10cm tall over the area.</li> </ul>

Word/s	Meaning
<b>Identified Legal Requirements</b>	Any one or more of the requirements listed below: <ul style="list-style-type: none"> <li>- under the <i>Biosecurity Act 2015 (NSW)</i>: <ul style="list-style-type: none"> <li>+ an emergency order under section 44;</li> <li>+ a control order under section 62;</li> <li>+ a requirement to assist an authorised officer under section 103; or</li> <li>+ a biosecurity direction under section 128;</li> </ul> </li> <li>- a weed control notice issued under and prior to the repeal of the <i>Noxious Weeds Act 1993 (NSW)</i>;</li> <li>- under the <i>Local Land Services Act 2013 (NSW)</i>: <ul style="list-style-type: none"> <li>+ a pest control order under section 130,</li> <li>+ an eradication order under section 144,</li> <li>+ a requirement for destruction of pests under section 152, or</li> <li>+ a requirement to assist an authorised officer under section 179</li> </ul> </li> <li>- a direction under section 37A of the <i>State Emergency and Rescue Management Act 1989 (NSW)</i> in relation to a state of emergency or a direction under section 22A of that Act,</li> <li>- under the <i>Rural Fires Act 1997 (NSW)</i>: <ul style="list-style-type: none"> <li>+ any notified steps under section 63,</li> <li>+ a direction under section 45 for the prevention, control or suppression of any bush fire,</li> <li>+ a bush fire hazard reduction notice under section 66,</li> <li>+ an emergency fire fighting act within the meaning of that Act,</li> <li>+ emergency bush fire hazard reduction work within the meaning of that Act,</li> </ul> </li> <li>- otherwise as part of any managed bushfire hazard reduction work that is carried out in accordance with a current bushfire hazard reduction certificate that applies to the work or the provisions of any bushfire code applying to the land specified in the certificate</li> </ul>
<b>Infrastructure</b>	The meaning given to "infrastructure" and "rural infrastructure" in Part 3 of Schedule 5A of the <i>Local Land Services Act 2013 (NSW)</i>  <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning includes: a building, structure or work, fences, roads, tracks, irrigation channels or pipelines, stock or domestic water supply pipelines, soil conservation earthworks, cut lines for stock movement, bore drains, drains to water storages, telephone lines or cables, power lines or cables or areas for movement of large machinery, shearing, machinery, grain, hay or similar sheds, stock handling facilities, dams, ground tanks, windmills, bores, pumps, tanks or water points</i>
<b>Item</b>	A sequential item in the terms schedule at the end of this Deed
<b>Land</b>	The land described in Item E beside the word "Land"

Word/s	Meaning
<b>Law</b>	The common law, any requirement of any rule, statute, proclamation, regulation, ordinance or by-law, present or future, and whether state, federal or otherwise and the requirements of any Authority
<b>Management Plan</b>	The attachment titled "Management Plan" at Attachment 2 and includes any replacement or updated component of such Attachment from time to time
<b>Management Zone</b>	An area within the Conservation Area identified as a zone on any map included in the Management Plan or on any map included in Attachment 3
<b>Minister</b>	The Minister responsible for administering the Biodiversity Conservation Act
<b>Monitoring</b>	Observing and making records (in any form) of any one or more of the following: <ul style="list-style-type: none"> <li>– the status of and changes to Biodiversity and Biodiversity Values</li> <li>– compliance by the Owner with this Deed and the Biodiversity Conservation Act</li> </ul>
<b>Native Plant</b>	The meaning given to it in section 5 of the NPW Act  <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was "native plant means any tree, shrub, fern, creeper, vine, palm or plant that is native to Australia, and includes the flower and any other part thereof"</i>
<b>Native Vegetation</b>	The meaning given to it in section 1.6 of the Biodiversity Conservation Act  <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meant any plants (including trees, saplings, shrubs, scrub, groundcover) native to New South Wales (ie established in New South Wales before European settlement)</i>
<b>New Owner</b>	Any transferee, assignee or novatee of part or all of the Owner's interest under this Deed, including by way of a sale of the Land, or any part of the Land
<b>Note</b>	Any indented or <i>italicised</i> text in this point 8 font and prefaced by the word "Note."
<b>Notice Address</b>	The address set out in Item C or Item D beside the words "Address for service of notices" for the party to whom the notice is to be given
<b>Notified Occupant</b>	Any Occupant that the NSW BCT is aware of because the Owner has provided the notification required under clause 12(a)
<b>NPW Act</b>	The <i>National Parks and Wildlife Act 1974 (NSW)</i> and any regulations from time to time in force under that Act
<b>Occupancy Agreement</b>	Any lease or licence or other agreement which permits entry to or occupancy of any part of the Land (including the Conservation Area)
<b>Occupant</b>	Any person who occupies any part of the Land pursuant to an Occupancy Agreement (but does not include an Owner)

Word/s	Meaning
<b>Owner</b>	The person described as "Owner" at Part B at the beginning of this Deed, any successor or assign under Part 2(a)(v) of this Dictionary and any person who is an "owner" within the meaning given to "owner" in section 1.6 of the Biodiversity Conservation Act  <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was:</i> <i>(a) every person who, either at law or in equity:</i> <i>(i) is entitled to the land for any estate of freehold in possession, or</i> <i>(ii) is a person to whom the Crown has lawfully contracted to sell the land under the Crown Lands Act 1989 or any other Act relating to the alienation of lands of the Crown, or</i> <i>(iii) is entitled to receive, or is in receipt of, or if the land were let to a tenant would be entitled to receive, the rents and profits in respect of the land, whether as beneficial owner, trustee, mortgagee in possession or otherwise, and</i> <i>(b) a person who leases land under the Crown Lands Act 1989, the Crown Lands (Continued Tenures) Act 1989 or the Western Lands Act 1901, and</i> <i>(c) any other person who, under the regulations, is taken to be the owner of the land,</i> <i>but (unless the regulations otherwise provide) does not include a beneficiary of a trust relating to the land</i>
<b>Owner Associate</b>	Any representative, servant, contractor, consultant, agent, lessee, licensee or invitee of the Owner
<b>Passive Commercial Activities</b>	Commercial activities that are passive in nature, including ecotourism, environmental education and environmental market schemes (eg Biodiversity and Carbon trading)
<b>Passive Recreational Activities</b>	Recreational activities that are passive in nature, including nature based recreations such as birdwatching, bush walking, camping (including camp fires), mountain biking and rock climbing
<b>Permitted Exception</b>	An activity specified in clause 3 of Part 2 of the Management Plan provided it is carried out lawfully and in accordance with the requirements within that part, and only in the Management Zones for which the activity is permitted
<b>Pest</b>	Any member of the animal kingdom that has been: <ul style="list-style-type: none"> <li>– specified as a pest in the Site Values Report; or</li> <li>– declared by a pest control order under the <i>Local Land Services Act 2013 (NSW)</i> to be a pest</li> </ul>
<b>Pest Control</b>	The control of a Pest using methods recommended by the NSW BCT or other relevant NSW Government authority, which minimise damage to non-target native animals

Word/s	Meaning
<b>Pesticide</b>	The same meaning that it has in section 5 of the <i>Pesticides Act 1999 (NSW)</i> . <i>Note: The definition may change from time to time with changes in law but on the Agreement Date this meaning was that a Pesticide was:</i> (a) an agricultural chemical product (within the meaning of the <i>Agvet Code</i> ), or (b) a veterinary chemical product (within the meaning of the <i>Agvet Code</i> ) that: (i) is represented as being suitable for, or is manufactured, supplied or used for, the external control of ectoparasites of animals, and (ii) is concentrated and requires dilution or mixing in water before use, and (iii) is not prescribed under the <i>Stock Medicines Act 1989</i> as a low-risk veterinary chemical product  <i>Note: the definition of Pesticide includes herbicide</i>
<b>Prohibited Activity</b>	An activity specified as a Management Restriction in Part 2 of the Management Plan
<b>Protected Animal</b>	The same meaning that it has in section 1.6 of the <i>Biodiversity Conservation Act</i> <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was "an animal of a species listed or referred to in Schedule 5 of the Biodiversity Conservation Act" and "animal means any animal, whether vertebrate or invertebrate and in any stage of biological development, but does not include:</i> (a) humans, or (b) fish within the meaning of the <i>Fisheries Management Act 1994"</i>
<b>Protected Person</b>	Each and all of the following: – the NSW BCT – the Environment Agency Head – the employees or officers of the Department of Climate Change, Energy, the Environment and Water – the members and committees of the Board of the NSW BCT – the employees and officers of the NSW BCT – any other person acting under the delegation, direction or control of the NSW BCT, the Environment Agency Head or the NSW BCT for any purpose – the Crown in right of the State of New South Wales
<b>Registration</b>	Registration of this Deed, or the variation or termination of this Deed, in the Register kept under the <i>Real Property Act 1900 (NSW)</i> and includes, where the context allows, an application to register this Deed and "Register" has a corresponding meaning
<b>Research</b>	The investigation into and study of facts relating to Biodiversity and Biodiversity Values, and the conservation of Biodiversity and Biodiversity Values

Word/s	Meaning
<b>Review Period</b>	Each 5 year period commencing on the Agreement Date and each 5 <sup>th</sup> anniversary of the Agreement Date
<b>Seed Collection</b>	The collection of native plant seed for the purposes of ecological restoration works
<b>Sell</b>	To sell, transfer, gift, assign or otherwise dispose of and "Sale" has a corresponding meaning
<b>Site Sketch Plan</b>	A plan in registrable form which is part of this Deed showing the boundaries of the Conservation Area, but not a deposited plan or subdivision plan which is separate to this Deed
<b>Site Values Report</b>	The document described in Item J
<b>Special Conditions</b>	The terms and conditions set out in Item K
<b>Standard Provisions</b>	Clauses 1 to 30 of this Deed, and this Dictionary
<b>State</b>	The State of New South Wales
<b>Stock Grazing Monitoring Form</b>	The form attached to this Deed at Part 5 of the Management Plan under the heading "Stock Grazing Monitoring Form"
<b>Subdivide</b>	To physically or legally (or both) split or separate the Land into portions or to make any application to an Authority for such a split or separation
<b>Term</b>	The period commencing on the Agreement Date and ending on the End Date
<b>Threatened Ecological Communities</b>	Vegetation communities that are: – known to occur within the Conservation Area and specified as a threatened ecological community in the Site Values Report; or – listed in Schedule 2 to the <i>Biodiversity Conservation Act</i> ; or – listed in accordance with the <i>Environment Protection and Biodiversity Conservation Act 1999 (Cth)</i>
<b>Threatened Species</b>	The same meaning as in section 1.6 of the <i>Biodiversity Conservation Act</i> <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date a list of threatened species was available at <a href="https://www.legislation.nsw.gov.au/#/view/act/2016/63/sch1">https://www.legislation.nsw.gov.au/#/view/act/2016/63/sch1</a></i>
<b>Tracks and Infrastructure Map</b>	The map of that name contained within the Management Plan
<b>Vehicle</b>	Motorised vehicles including motor bikes, quad bikes, farm machinery, cars, utes
<b>Weed</b>	A plant that has been: – specified as a weed in the Site Values Report; or – declared to be a noxious weed under and prior to the repeal of the <i>Noxious Weeds Act 1993 (NSW)</i>
<b>Weed Control</b>	The control of a Weed using methods recommended by the NSW BCT or other relevant NSW Government authority, which minimise damage to non-target native plants

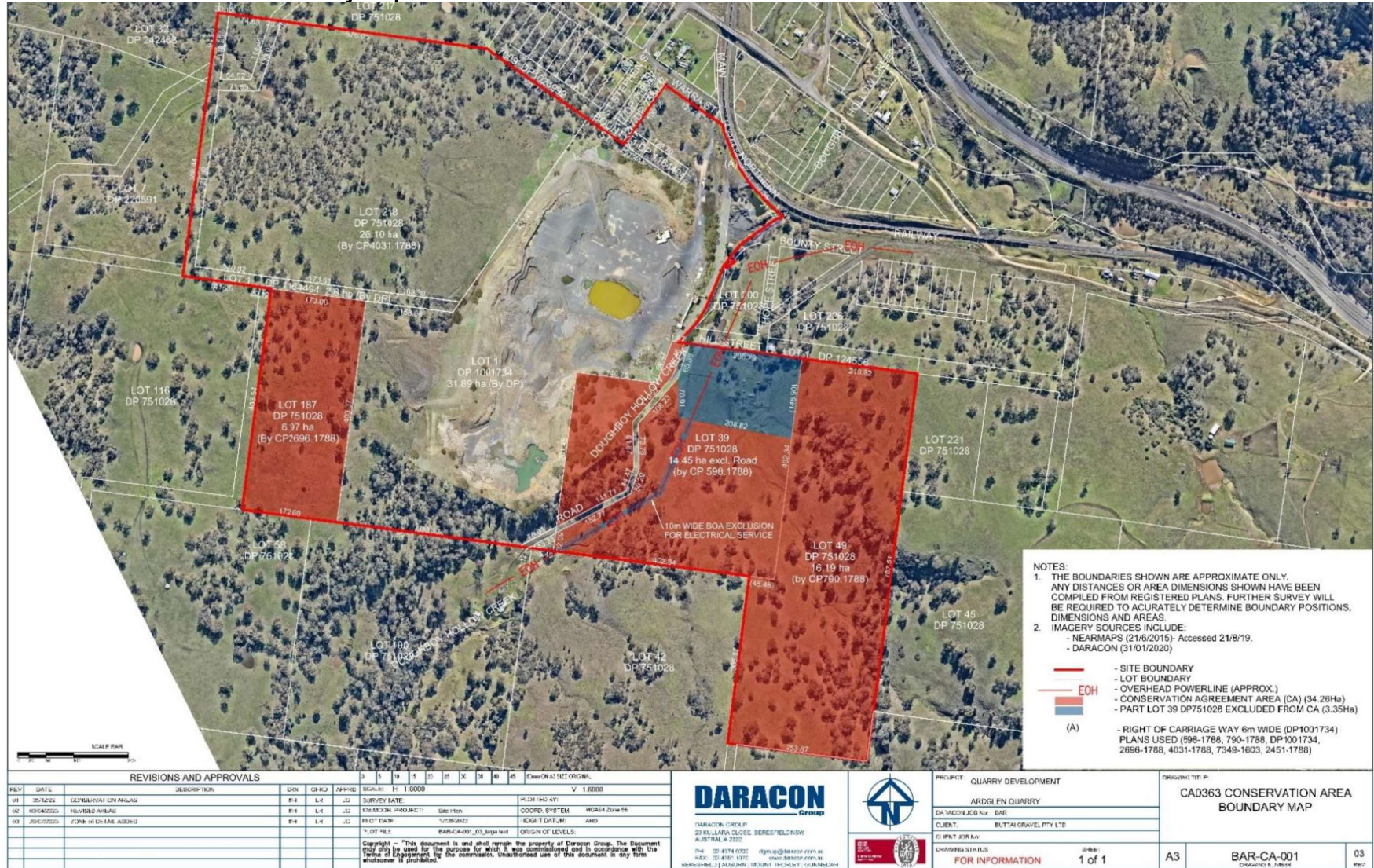
**Part 2. General interpretation and other provisions**

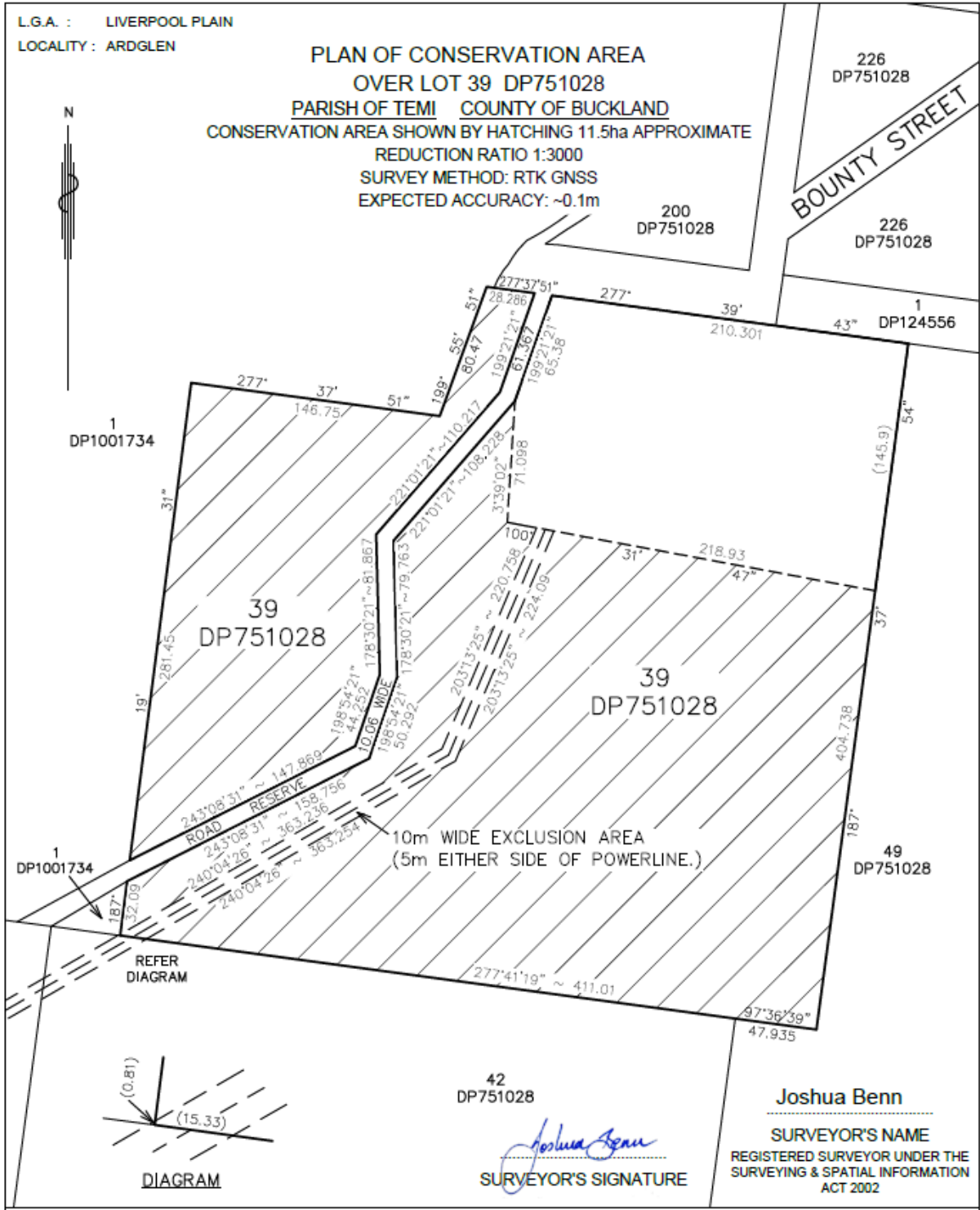
The following rules of interpretation and standard provisions apply when interpreting this Deed:

- (a) In the interpretation of this Deed, the *Interpretation Act 1987 (NSW)* applies as if this Deed were an "instrument" for the purposes of that legislation as well as each of the following rules, unless the context otherwise requires:
  - (i) headings and Notes are inserted for convenience only and do not affect the interpretation of this Deed;
  - (ii) any reference to an action, or carrying out an action, in this Deed includes a reference to doing anything or refraining from doing anything;
  - (iii) any body (including an institute, association or Authority) that ceases to exist or whose powers or functions are transferred, refers to the body that replaces it or substantially inherits its powers or functions;
  - (iv) nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or any part of it;
  - (v) a reference to any party to this Deed includes that party's successors and permitted assigns; and
  - (vi) a reference to the word 'include' or 'including' is to be construed without limitation and any examples included in this Deed to illustrate the effect of a provision are not to be construed to limit the extent of the matters that may be captured.
- (b) If the Owner (including any Owner who becomes the "Owner" for the purposes of this Deed after the Agreement Date) comprises more than one person, each of them is liable individually under this Deed and each of them is also liable jointly with any one or more of the others who comprise the Owner.
- (c) Where anything depends on the consent or approval of a party, then, unless this Deed says otherwise, that consent or approval may be given or withheld in the absolute discretion of that party, and, if given, may be given subject to conditions.
- (d) If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.
- (e) This Deed comprises the whole of the agreement between the parties in respect of the subject matter of this Deed.
- (f) The Owner acknowledges that, except as expressly stated in this Deed, the Owner has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the NSW BCT in relation to the subject matter of this Deed.
- (g) Each party must, at its own expense, promptly execute all documents and do, or use reasonable endeavours to cause a third party to do, all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this Deed and all transactions contemplated by it

# Attachment 2: Management Plan

## Part 1. Conservation Area boundary map





*Erin Giuliani*  
 x \_\_\_\_\_  
 NSW BCT delegate

Electronic signature of me, Erin Giuliani, affixed by me, or at my direction, on 07/05/2024

DocuSigned by:  
*Emma Jean Kelly*  
 0957385148414EC

Electronic signature of me,  
 Emma Jean Kelly, affixed by  
 me on 12/4/2024

*David Mingay*  
 x \_\_\_\_\_  
 Owner

Electronic signature of me, David Ross Mingay,  
 affixed by me on 24/4/2024



## **Part 2. Management of the Conservation Area Restrictions and Permissions**

### **Owner Duties**

1. The Owner agrees to manage the Conservation Area in accordance with this Management Plan and will not carry out or permit to be carried out any act or omission that may harm:
  - (a) Biodiversity Values, or
  - (b) Biodiversity, including any Protected Animals, Native Plants, Threatened Species, Threatened Ecological Communities, and their habitats,in, on, under or in relation to the Conservation Area, except to the extent that the act or omission is a Permitted Exception or is required to comply with an Identified Legal Requirement.

### **Management Restrictions**

2. Without limiting the activities that are prohibited under clause 1 of this Part 2 of this Management Plan, the Owner must not do any one or more of the following:
  - (a) clear Native Vegetation;
  - (b) cultivate the land, sow crops or plant or promote growth of exotic plants;
  - (c) graze livestock or permit livestock or non-native fauna to occupy the Conservation Area;
  - (d) carry out, or allow to be carried out, any Development in, on, under or in relation to the Conservation Area;
  - (e) construct any Infrastructure, including tracks or fences, beyond that shown on the Tracks and Infrastructure Map;
  - (f) carry out earthworks, including soil disturbance or removal of rock, beyond that described in the Clearing and Earthworks Envelopes;
  - (g) remove fallen timber, dead wood or other dead vegetation;
  - (h) use fertilisers;
  - (i) use herbicides;
  - (j) use Vehicles off tracks and roads shown on the Tracks and Infrastructure Map; or
  - (k) Subdivide:
    - (i) the Conservation Area; or
    - (ii) the Land, except where it has satisfied the NSW BCT that the Subdivision will not have any negative impact on the Biodiversity or Biodiversity Values in on or in relation to Conservation Area. The Owner must obtain the NSW BCT's written consent prior to taking any steps to Subdivide the Land,except, in the case of each activity set out above, to the extent that the activity is a Permitted Exception or is required to comply with an Identified Legal Requirement.

### **Permitted Exceptions (Management Permissions)**

3. Despite the restrictions in clause 2 of Part 2 of the Management Plan, the Owner may conduct, or cause or permit any one or more of the following activities in the Conservation Area:
  - (a) maintenance of Infrastructure shown on the Tracks and Infrastructure Map, and in accordance with Clearing and Earthworks Envelopes
  - (b) collection of non-hollow fallen timber for the heating of the Owner's dwelling on the Land and for camp fires in the Conservation Area
  - (c) grazing of domestic stock if permitted in accordance with Part 5 of this Management Plan
  - (d) Weed Control and Pest Control, and use of Pesticides for Weed Control and Pest Control in accordance with the label and registered off label use
  - (e) erosion control
  - (f) use of Vehicles off tracks and roads shown on the Tracks and Infrastructure Map where undertaking:
    - (i) mustering of stock that have entered the Conservation Area
    - (ii) Weed Control
    - (iii) erosion control works
    - (iv) Pest Control

- (v) maintaining Infrastructure shown on the Tracks and Infrastructure Map
- (vi) any management actions that the Owner is required to undertake under Attachment 3 in accordance with the standards specified in that Attachment 3
- (g) any management actions the Owner is required to undertake under Attachment 3 in accordance with the standards specified in that Attachment 3
- (h) Seed Collection, where undertaken in accordance with the FloraBank Model Code of Practice
- (i) use of horses and dogs (including off the tracks marked on the Tracks and Infrastructure Map) when used for mustering stock that have entered the Conservation Area or for Passive Recreational Activities provided that they are under the control of the Owner or those authorised by the Owner
- (j) Passive Recreational Activities
- (k) Passive Commercial Activities

Note: The Owner is responsible for obtaining all necessary consents to carry out Permitted Exceptions, and to ensure that any Permitted Exceptions are conducted in accordance with all other relevant laws.

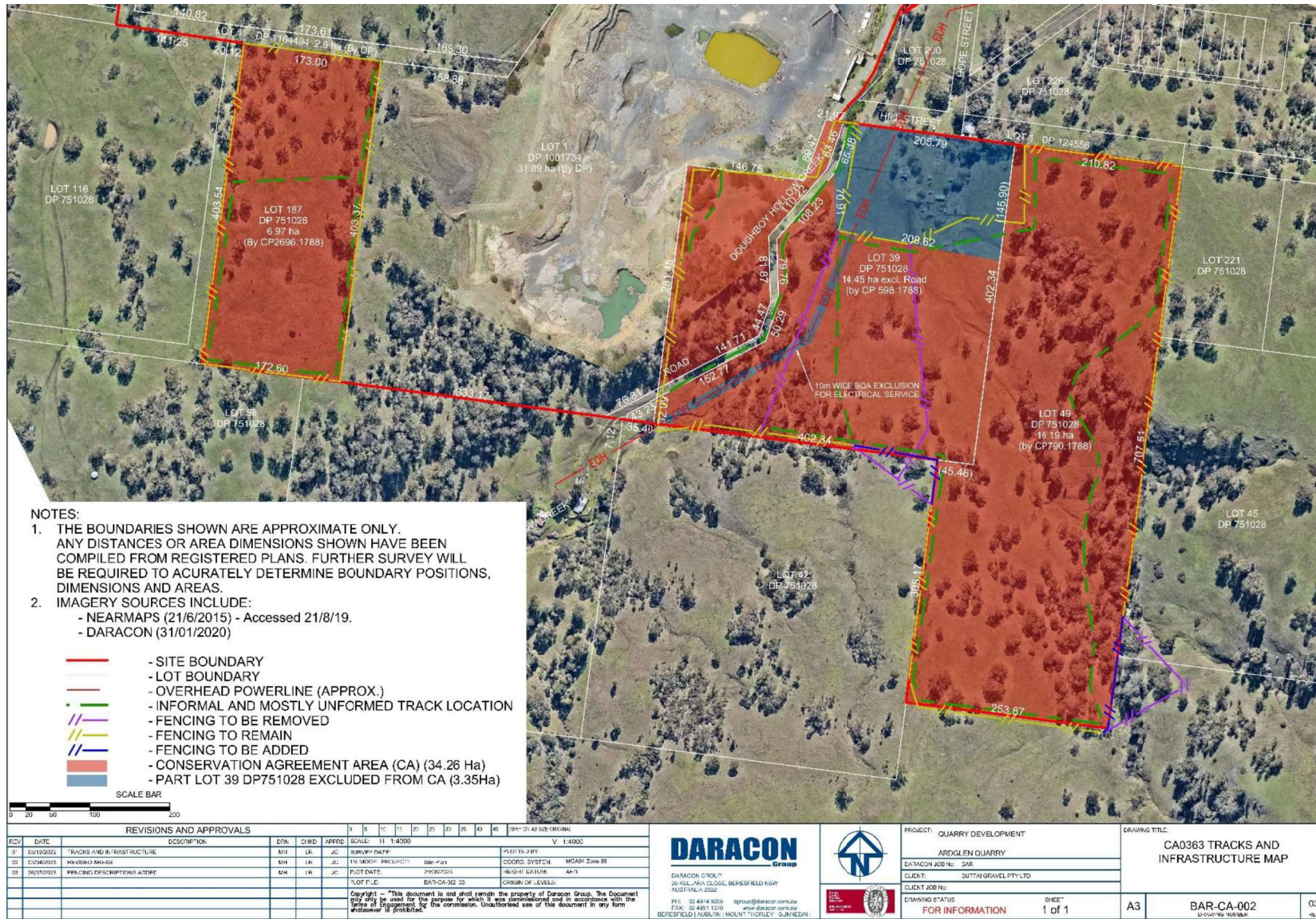
### Part 3. Tracks and Infrastructure within the Conservation Area

The infrastructure present in the Conservation Area at the Agreement Date is described in the table below under the heading "Tracks and Infrastructure within the Conservation Area" and shown in the Tracks and Infrastructure Map below.

#### Tracks and Infrastructure within the Conservation Area

	Description
Buildings	None in Conservation Areas.
Roads and tracks	There are a number of unformed and unsealed 4WD access tracks through the Conservation Areas as shown on the Tracks and Infrastructure Map. Tracks will be utilised for ongoing maintenance and management access.
Fences	Existing boundary fencing is in good/moderate condition and consists of steel posts (or similar) every 4-8 metres with 5 strands of wire, top and bottom strands plain wire.  New fencing will consist of 5 horizontal wires with no barb top or bottom, with steel post (or similar) spacing between 5m and 8m depending on the terrain. All internal redundant fencing will be removed and disposed off site.
Dams/other water infrastructure	There are no formed dams within the Conservation Areas.
Bushfire hazard reduction works	Ongoing maintenance of unsealed 4WD access tracks as shown on the Tracks and Infrastructure Map, to ensure the site is accessible for ongoing management.
Stockyards	None in the conservation areas
Electricity transmission	One electrical transmission line traverses across the Conservation Area in Lot 39 DP 751028.

### Track and Infrastructure Map



#### Part 4. Clearing and Earthworks Envelopes

Note: please refer to condition 5 Continued operation of State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017. For parts of the Conservation Area that are covered by the SEPP the relevant requirements to follow will be those of the SEPP not the permissions set out in the table.

Clearing and earthworks may only be undertaken in the Conservation Area:

- (a) to the minimum extent necessary where required to maintain the Infrastructure specified in Part 3 of the Management Plan; and
- (b) in any case, to the maximum distances set out in the table in this Part 4, being distances:
  - (i) of the total width for linear Infrastructure (such as tracks and fences); or
  - (ii) from the outer edge of the structure for point Infrastructure.

Infrastructure	Maximum distance														
Permanent boundary fence	6 m (either side of the fence)														
Permanent internal fence	6 m total width of clearing														
Temporary fence	3 m total width of clearing														
Road or track	6 m total width of clearing														
Pipeline	3 m total width of clearing														
Buildings other than habitable buildings. Includes Shearing, or machinery shed	20 m from the outer edge of the structure														
Irrigation channels or pipelines, stock or domestic water supply pipelines, soil conservation earthworks, cut lines for stock movement, bore drains, drains to water storages, telephone lines or cables, power lines or cables or areas for movement of large machinery, stock handling facilities, ground tanks	15 m from the outer edge of the structure														
Tank (other than a ground tank)	3 m from the outer edge of the structure														
Dam	15 m from the outer edge of the structure														
Stockyards	15 m from the outer edge of the structure														
Bore	10 m from the outer edge of the structure														
Pump	3 m from the outer edge of the structure														
Water point	3 m from the outer edge of the structure														
Windmill	10 m from the outer edge of the structure														
Electricity transmission Refer to Clause 24 Electricity transmission infrastructure, Schedule 5A Allowable activities clearing of native vegetation, <i>Local Land Services Act 2013 (NSW)</i> .	<table border="1"> <thead> <tr> <th>Nominal operating voltage of power line</th> <th>Maximum clearing distance</th> </tr> </thead> <tbody> <tr> <td>Not more than 11 kV</td> <td>20 m</td> </tr> <tr> <td>Above 11 kV up to and including 33 kV</td> <td>25 m</td> </tr> <tr> <td>Above 33 kV up to and including 66 kV</td> <td>30 m</td> </tr> <tr> <td>Above 66 kV up to and including 132 kV</td> <td>45 m</td> </tr> <tr> <td>Above 132 kV up to and including 330 kV</td> <td>60 m</td> </tr> <tr> <td>Above 330 kV</td> <td>70 m</td> </tr> </tbody> </table>	Nominal operating voltage of power line	Maximum clearing distance	Not more than 11 kV	20 m	Above 11 kV up to and including 33 kV	25 m	Above 33 kV up to and including 66 kV	30 m	Above 66 kV up to and including 132 kV	45 m	Above 132 kV up to and including 330 kV	60 m	Above 330 kV	70 m
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Above 66 kV up to and including 132 kV	45 m														
Above 132 kV up to and including 330 kV	60 m														
Above 330 kV	70 m														
Telecommunications infrastructure	15 m														

## **Part 5. Grazing and Ground Cover Management**

Note: clause 3(c) of Part 2 of this Attachment states that grazing by livestock is permissible if in accordance with and permitted by this part.

1. The Owner may allow livestock to graze within the Conservation Area, in areas of grassy ecosystems, provided that grazing is undertaken in accordance with the following and the conditions specified in clause 2 of this Part 5 below:

### **Enhance Grassy Ecosystem: Management Zones 1, 2 and 3**

Management Zone 1, 2 and 3 excludes grazing for the duration of the agreement.

2. Standard conditions for all allowable grazing:
  - (a) If the ground cover within a paddock is observed by the Owner or deemed by the NSW BCT to be below the defined threshold of Healthy Condition, livestock must be removed from the paddock, or not introduced into the paddock.
  - (b) Numbers/type of stock and duration of grazing period in the Conservation Area must be recorded by the Owner on the Stock Grazing Monitoring Form to assist with on-going management and monitoring.
  - (c) The NSW BCT acknowledges that the condition of the ground cover may be affected by native herbivores. If native herbivore control is carried out, it must be conducted in accordance with Special Conditions in Item K of this Deed.
  - (d) If necessary, extended use of stock grazing for Weed Control or fire hazard reduction (for short periods of up to one month) may occur outside of these conditions with prior written agreement from the NSW BCT and provided grazed paddocks are maintained in Healthy Condition.
  - (e) Use of the Conservation Area for stock shelter is appropriate for the duration of sheep-weather warnings, as issued by the Bureau of Meteorology

### **Attachment 3: Management actions attachment**

#### **Part 1. Management Actions**

1. The Owner agrees to complete the Management Actions listed in Part 2 of this Attachment:
  - (a) within designated Management Zones of the Conservation Area shown in Part 3 of this Attachment;
  - (b) from the Agreement Date in perpetuity; and
  - (c) to the required minimum standards or guidelines listed for each activity in Part 2 of this Attachment (if any).
2. The Owner agrees to provide the NSW BCT with an Annual Report in accordance with clause 2 of Part 4 of this Attachment.
3. For the avoidance of doubt, the parties acknowledge and agree that the Owner:
  - (a) may receive funding from a third party to carry out the Management Actions; and
  - (b) must complete the Management Actions in accordance with this Part 1 of this Attachment regardless of whether that funding is received.

**Part 2. Management Actions Table****ITEM 1: MANAGEMENT ACTIONS REQUIRED TO BE UNDERTAKEN UNTIL 31 AUGUST 2038**

<b>Management Issue</b>	<b>Mgt Zone</b>	<b>Management Action</b>	<b>Mgt Action Goal</b>	<b>Reporting</b>	<b>Timing / Cost</b>
<p>Management of Cultural Heritage Values</p> <p>Daracon Unexpected Finds Procedure</p>	All	<p>The Owner must comply with all relevant statutory requirements under the <i>National Parks and Wildlife Act 1974</i> (NP&amp;W Act) and subsequent legislative articles and policy.</p> <p>In addition, any disturbance works in the conservation area will consider potential impacts to heritage values. If any artefacts are found or known to occur, then Daracon's 'Unexpected Finds' procedure is to be implemented. This may require further consultation to be undertaken with qualified heritage consultants, and nominated community representatives, with an appropriate course of action identified.</p>	Cultural heritage values remain in-situ and protected	<ul style="list-style-type: none"> <li>• All relevant regulatory authorities to be notified of 'unexpected find', where required.</li> <li>• Reporting of any 'Unexpected Finds' in the BOAs within the annual report</li> </ul>	Ongoing / Cost included in other management actions and ongoing maintenance budget.
<p>Control of Access</p> <p>Integrated Facility Management Plan (IFMP) - Section 5.2</p>	All	<p>The Owner must undertake all reasonable measures to control, monitor and induct individuals accessing the Conservation Area. Proposed activities must comply with Part 2 (Management of the Conservation Area Restrictions and Permissions) unless express written consent has been provided by the BCT.</p> <p>Fences will demarcate, as near as practical, the boundary of the Conservation Area, as per the above Tracks and Infrastructure Map.</p> <p>Fences and access points must be maintained and/or constructed at an appropriate standard to exclude livestock and deter unauthorised access. This will be reinforced by appropriate and effective signage.</p> <p>Fencing, gates, access tracks/fire trails and signage will be routinely inspected and issues rectified as soon as practical.</p>	The biodiversity values of the site are not degraded by inappropriate activities	<ul style="list-style-type: none"> <li>• Date of visit</li> <li>• No. of visitors</li> <li>• Purpose of visitors</li> </ul>	Ongoing / Cost included in other management actions and ongoing maintenance budget.

Management Issue	Mgt Zone	Management Action	Mgt Action Goal	Reporting	Timing / Cost
<p>Infrastructure (Fencing and Signage)</p> <p>Landscape Management Plan (LMP) - Section 5.2</p>	<p>All</p>	<p>The Owner must take all reasonable measures to construct and maintain fences along the boundaries of the Conservation Area, particularly where adjacent land use is likely to cause adverse impacts in the Conservation Area. All new fences must be constructed in accordance with the BCT Essential Conservation Fencing Infrastructure Guidelines or subsequent guidelines unless express written consent is provided by the BCT.</p> <p>The boundary fence in the north west corner of Lot 49 along the exclusion area extends within the CA. It is noted that fencing has already been completed as per the LMP requirements. If the CA area beyond the fence is managed in accordance with the agreement requirements (including no stock incursions), the fence can remain and when this section requires replacement in the future, it is to be realigned to the CA boundary. If management is unsatisfactory to agreement requirements, the fence is to be realigned to the include the CA area.</p> <p>All boundary fences must be constructed, and/or upgraded where required, within six (6) months of signing this agreement, unless express written consent is received from the BCT.</p> <p>The Owner must install and maintain appropriate signage at secured access points (e.g., gates &amp; grids) and high-risk areas (e.g., along public roads) around the perimeter of the Conservation Area.</p> <p>Existing infrastructure, wholly or partly within the Conservation Area (e.g., electricity transmission lines, access tracks) will be retained and managed if required by the relevant owners and/or managers/licensees. Redundant infrastructure (e.g., internal fences) will be removed from the Conservation Area within the first 4 years.</p> <p>Activities must comply with Part 2 (Management of the Conservation Area Restrictions and Permissions) unless express written consent has been provided by the BCT.</p>	<p>The biodiversity values of the site are not degraded by inappropriate activities</p>	<ul style="list-style-type: none"> <li>• Type &amp; km of fence renewed</li> <li>• Type &amp; km of fence removed</li> <li>• Type &amp; km of fence repaired</li> <li>• No. &amp; location signs erected</li> <li>• No. &amp; location signs replaced</li> </ul>	<p><u>Years 1 to 4:</u></p> <ul style="list-style-type: none"> <li>• Replace approximately 1000m of fence @ \$15/m = \$15,000</li> <li>• Improve / upgrade existing fencing 3,100 m @ \$5/m = \$15,500</li> <li>• Remove approximately 500m of internal fences @ \$5/m = \$2,500</li> </ul> <p>Maintain new / upgraded fencing 4,100 m @ \$0.25/m per year = \$4,100</p> <p><u>Years 5 to 10:</u></p> <ul style="list-style-type: none"> <li>• Maintain fencing 4,100 m @ \$0.5/m per year = \$10,250</li> </ul> <p><u>Years 10 to 15:</u></p> <ul style="list-style-type: none"> <li>• Maintain fencing 4,100 m @ \$1/m per year = \$20,500</li> </ul>



Management Issue	Mgt Zone	Management Action	Mgt Action Goal	Reporting	Timing / Cost														
					Total of \$67,850														
<p>Management of Livestock Grazing</p> <p>Landscape Management Plan (LMP) - Section 5</p>	All	<p>The Conservation Areas will be destocked and grazing excluded to allow natural and active revegetation to commence. An exception to this is where annual monitoring considers targeted stock grazing to be appropriate in assisting the control of weeds and where there is prior written agreement from the NSW BCT in accordance with Attachment 2 Part 5. All grazing activities are to be undertaken in accordance with Attachment 2 Part 5.</p> <p>Stray stock will be removed as soon as practicable from the Conservation Area.</p>	The biodiversity values of the site are not degraded by inappropriate activities	<ul style="list-style-type: none"> <li>Incursion date</li> <li>Stock type</li> <li>Stock No.</li> <li>Cause</li> <li>Duration of grazing period (for targeted stock grazing only)</li> </ul>	Ongoing / Cost included in other management actions and ongoing maintenance budget.														
<p>Control of Weeds</p> <p>Landscape Management Plan (LMP) - Section 5</p>	All	<p>The Owner must comply with all legal obligations and take all reasonable measures in relation to the control and monitoring of exotic plants, identified weeds and emerging weed threats within the Conservation Area.</p> <p>The Owner must follow current best practice and seek advice from reliable and credible sources, when implementing weed management activities. Activities must comply with Part 2 of Attachment 2 (Management of the Conservation Area Restrictions and Permissions) unless express written consent has been provided by the BCT.</p> <p>Species targeted will be identified from within the Site Values Report, field observation, and annual site monitoring. Species will be prioritised based on efficacy of control measures given seasonality and growth stage. Species categorisation and listing within the LLS Regional Strategic Weed Management Plan, Weeds of National Significance (WONS) and the Biodiversity Assessment Method's (BAM) High Threat Weeds<sup>1</sup> list may assist in the prioritisation process.</p> <p>The weed control program will involve:</p> <ul style="list-style-type: none"> <li>Identifying and prioritising weeds;</li> </ul>	Reduction in invasive species spread/invasion and associated impacts on native biodiversity.	<ul style="list-style-type: none"> <li>Target species</li> <li>Treatment</li> <li>Extent (ha)</li> </ul>	<p>Commercial cost estimate received from Sky Land Management (July 2022).</p> <p>Total of \$232,800 as shown below</p> <table border="1"> <thead> <tr> <th>Timing</th> <th>Cost (excl GST)</th> </tr> </thead> <tbody> <tr> <td>0-1 years</td> <td>\$4800.00</td> </tr> <tr> <td>0-3 years</td> <td>\$73,000.00</td> </tr> <tr> <td>4-6 years</td> <td>\$58,500.00</td> </tr> <tr> <td>7-10 years</td> <td>\$44,000.00</td> </tr> <tr> <td>11-15 years</td> <td>\$52,500.00</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$232,800.00</b></td> </tr> </tbody> </table>	Timing	Cost (excl GST)	0-1 years	\$4800.00	0-3 years	\$73,000.00	4-6 years	\$58,500.00	7-10 years	\$44,000.00	11-15 years	\$52,500.00	<b>TOTAL</b>	<b>\$232,800.00</b>
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Management Issue	Mgt Zone	Management Action	Mgt Action Goal	Reporting	Timing / Cost												
		<ul style="list-style-type: none"> <li>• application of weed control techniques in areas requiring weed control;</li> <li>• avoiding damage to non-target species;</li> <li>• follow-up monitoring of weed control; and</li> <li>• follow-up inspection and further weed control as required.</li> </ul> <p>Follow-up weed control will be undertaken, as required, in areas that have received past primary weed treatments. Follow-up treatments ensure pressure is maintained on weeds assisting regenerating or planted native plants to out-compete weed species.</p> <p><sup>1</sup>High Threat Weeds include 'Priority Weeds' as per the <i>Biosecurity Act 2015</i>, 'Weeds of National Significance' as per the National Weed Strategy and 'High Threat Weeds' as per the Biodiversity Assessment Method.</p>															
<p>Bushfire Management</p> <p>Landscape Management Plan (LMP) - Section 5</p>	<p>All</p>	<p>Internal firebreaks may be strategically located within the Conservation Area, utilising internal infrastructure boundaries (e.g. tracks and fence lines) for backburning and containment purposes. All breaks to be shown on Tracks and Infrastructure Map where they formally exist.</p> <p>Fuel Load Monitoring and Strategic Burn Planning will be undertaken annually to determine where fuel loads are considered to pose a threat and where fuel loads need to be reduced.</p> <p>Fuel reduction will be undertaken through cool-season controlled burns with conceptual burn plans and justification provided to the BCT.</p> <p>Controlled burns will be implemented in consultation with the NSW Rural Fire Service, BCT and Environmental Protection Authority.</p> <p>Controlled burns may also be undertaken in revegetation and restoration areas to reduce weeds and/or promote biodiversity. Controlled burns may also occur in existing woodland/forest areas.</p> <p>Identified fire intervals as per the NSW RFS Bush Fire Coordinating Committee 2008 – Bush Fire Risk Management Guideline, are:</p>	<p>Management of fuel loads and implementation of appropriate fire regimes for biodiversity outcomes.</p>	<ul style="list-style-type: none"> <li>• Burn date</li> <li>• Type</li> <li>• Intensity</li> <li>• Extent (ha)</li> </ul>	<p>Commercial cost estimate received from Sky Land Management (July 2022).</p> <p>Total of \$185,000 as shown below</p> <table border="1" data-bbox="1765 954 2067 1153"> <tbody> <tr> <td>0-1 years</td> <td>\$15,000.00</td> </tr> <tr> <td>0-3 years</td> <td>\$50,000.00</td> </tr> <tr> <td>3-6 years</td> <td>\$40,000.00</td> </tr> <tr> <td>7-10 years</td> <td>\$30,000.00</td> </tr> <tr> <td>11-15 years</td> <td>\$50,000.00</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$185,000.00</b></td> </tr> </tbody> </table>	0-1 years	\$15,000.00	0-3 years	\$50,000.00	3-6 years	\$40,000.00	7-10 years	\$30,000.00	11-15 years	\$50,000.00	<b>TOTAL</b>	<b>\$185,000.00</b>
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Management Issue	Mgt Zone	Management Action	Mgt Action Goal	Reporting	Timing / Cost		
		<ul style="list-style-type: none"> <li>• grassy woodlands minimum of 8 years and a maximum of 40 years;</li> <li>• grasslands minimum of 3 years and a maximum of 10 years; and</li> <li>• dry sclerophyll forest (shrub/grass sub formation) minimum of 8 years and a maximum of 50 years.</li> </ul> <p>The Owner will assist the Rural Fire Service, Forestry Corporation NSW, emergency services and National Parks and Wildlife Services as much as practicable if there is a fire in the surrounding area.</p> <p>At a minimum the Owner must describe fire related activities within the annual report, identifying; date, type, intensity and extent of each fire.</p>					
Habitat Augmentation  Landscape Management Plan (LMP) - Section 5	MZ2 & 3	<p>The Owner must only spread salvaged habitat resources (i.e., bush rock, timber, and logs) in identified Management Zones, shown in Part 3 - Map of Management Zones. These areas are of low condition and have a scarcity of existing fauna habitat features.</p> <p>Salvaged habitat resources can be sourced from:</p> <ul style="list-style-type: none"> <li>• clearing at Ardglen Quarry;</li> <li>• disturbance associated with infrastructure development and maintenance within the Conservation Area; and/or</li> <li>• repurposed from other sites, provided the material is “fit for purpose” and has been stockpiled for habitat augmentation purposes or is otherwise destined to be destroyed.</li> </ul> <p>The Owner can use/create artificial hollows, such as nest boxes, within Management Zones 2 &amp; 3, shown in Part 3 - Map of Management Zones where there is a scarcity of existing hollows. The placement of new artificial hollows must comply with the “BCT Artificial Hollows Guidelines” or subsequent policies and must be made of non-toxic biodegradable materials unless express written consent is provided by the BCT.</p>	Appropriate habitat provision in habitat restoration area.	<ul style="list-style-type: none"> <li>• Habitat aug type</li> <li>• Source</li> <li>• No. &amp;/or area (ha)</li> <li>• No. artificial hollows replaced</li> </ul>	Commercial cost estimate received from Sky Land Management (July 2022).  Total of \$35,000 as shown below  <table border="1" data-bbox="1765 963 2069 1011"> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right;">\$35,000.00</td> </tr> </table>	TOTAL	\$35,000.00
TOTAL	\$35,000.00						

Management Issue	Mgt Zone	Management Action	Mgt Action Goal	Reporting	Timing / Cost
		<p>Artificial hollows are to be regularly maintained, and their condition and content monitored annually.</p> <p>Existing nest boxes will be represented by locational markers shown in Part 3 - Map of Management Zones.</p> <p>Density and placement of any habitat augmentation features must, as far as practical, reflect the natural habitat features within adjacent similar plant communities of high/good condition.</p> <p>The Owner must follow current best practice and seek advice from experienced and credible sources when planning and implementing habitat augmentation. Activities must comply with Part 2 of Attachment 2 (Management of the Conservation Area Restrictions and Permissions), unless express written consent has been provided by the BCT.</p>			
<p>Threatened Species (TS) Management</p> <p>Landscape Management Plan (LMP) - Section 5</p>	All	<p>The Owner must follow current best practice advice regarding the management and protection of threatened species when carrying out any activities within the Conservation Area. This advice may be provided by reliable and credible sources such as the BCT, DCCEEW, Local Land Services, the Commonwealth Department of Environment, or subsequent authorities.</p> <p>The Owner can report any observed TS, reestablishment efforts or impacts upon TS &amp; Threatened Ecological Communities (TECs) within the annual report.</p>	Manage and protect threatened species and their habitat.	The Owner can report any observed TS, re-establishment efforts or impacts upon TS & TECs within the annual report.	Ongoing / Cost included in other management actions and ongoing maintenance budget.
<p>Control of Erosion and Soil</p> <p>Landscape Management Plan (LMP) - Section 5</p>	All	<p>The Owner must take all-reasonable measures to avoid, minimise and control soil erosion.</p> <p>The removal of livestock from the Conservation Area will promote better groundcover and potentially stabilise some erosion issues. However bare access tracks/firebreaks, existing scour points and head cuts will require on-going monitoring and potential rectification works to stabilise them. Stabilisation works and enhancements to tracks (such as the establishment of sedimentation traps, turnouts and rollovers), should be</p>	Identify and manage soil erosion.	<ul style="list-style-type: none"> <li>• Treatment</li> <li>• Extent (ha)</li> </ul>	Commercial cost estimate received from Sky Land Management (July 2022).

Management Issue	Mgt Zone	Management Action	Mgt Action Goal	Reporting	Timing / Cost														
		<p>established as needed with minimal site disturbance, and reported to the BCT within the annual report.</p> <p>The Owner must follow current best practice and seek advice from experienced and credible sources when implementing erosion control works. Activities must comply with Part 2 of Attachment 2 (Management of the Conservation Area Restrictions and Permissions) unless express written consent has been provided by the BCT.</p>			<p>Total of \$74,500 as shown below</p> <table border="1" data-bbox="1765 363 2072 533"> <tr> <td>0-1 years</td> <td>\$2,500.00</td> </tr> <tr> <td></td> <td>\$15,000.00</td> </tr> <tr> <td>0-3 years</td> <td>\$15,000.00</td> </tr> <tr> <td>4-7 years</td> <td>\$7,000.00</td> </tr> <tr> <td>8-10 years</td> <td>\$15,000.00</td> </tr> <tr> <td>11-15 years</td> <td>\$20,000.00</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$74,500.00</b></td> </tr> </table>	0-1 years	\$2,500.00		\$15,000.00	0-3 years	\$15,000.00	4-7 years	\$7,000.00	8-10 years	\$15,000.00	11-15 years	\$20,000.00	<b>TOTAL</b>	<b>\$74,500.00</b>
0-1 years	\$2,500.00																		
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8-10 years	\$15,000.00																		
11-15 years	\$20,000.00																		
<b>TOTAL</b>	<b>\$74,500.00</b>																		
<p>Control of Feral Animals</p> <p>Landscape Management Plan (LMP) - Section 5</p>	All	<p>The Owner must comply with all legal obligations and take all reasonable measures in relation to the monitoring and control of pest animals within the Conservation Area.</p> <p>Targeted species include, but are not restricted to: Pig, Deer, Goats, Rabbit, Hare, Cat, Fox, Dog, Indian Miner and Plague Locust. Emergent pest threats should also be appropriately managed and reported to the BCT.</p> <p>The Owner must follow current best practice and seek advice from reliable and credible sources, when implementing pest animal management activities and participate in local and regional pest management programs. Activities must comply with Part 2 of Attachment 2 (Management of the Conservation Area Restrictions and Permissions), unless express written consent has been provided by the BCT. At a minimum the Owner must report control activities within the annual report, identifying; species, quantity and control mechanism.</p>	Control of pests to reduce associated impacts on native flora and fauna.	<ul style="list-style-type: none"> <li>• Dates</li> <li>• Target species</li> <li>• Control method (e.g. number of baits laid)</li> <li>• No. per species culled</li> </ul>	<p>Commercial rate received for vermin control, which tallied to \$7,680 per year.</p> <p>Total of \$115,200</p>														
<p>Control of Overabundant Kangaroos</p> <p>Landscape Management</p>	All	<p>Control of kangaroo species may be undertaken on the Conservation Area, but only if:</p> <p>(a) conducted in accordance with a relevant biodiversity conservation licence granted under Part 2 of the Biodiversity Conservation Act, and any other authorisation or licence required and issued by the appropriate Authority;</p>	Maintain ecologically sustainable Kangaroo populations to protect native ecosystems within CA.	<ul style="list-style-type: none"> <li>• Justification</li> <li>• Control measures</li> <li>• Target species</li> <li>• No. culled</li> </ul>	Included above														

Management Issue	Mgt Zone	Management Action	Mgt Action Goal	Reporting	Timing / Cost										
Plan (LMP) - Section 5		<p>(b) kangaroo grazing pressure is; causing significant decline in the Biodiversity Values of the Conservation Area <b>or</b> deterioration in the native ground cover of the Conservation Area such that it does not meet the threshold of Healthy Condition <b>or</b> significantly impacting on revegetation success through trampling and/or grazing of seedlings.</p> <p>(c) the implementation and justification for active kangaroo management is undertaken in accordance with the BCT Managing Overabundant Kangaroo Guidelines , or subsequent policies.</p> <p>At a minimum the Owner must provide as an attachment to the annual report any; justification, associated monitoring, implemented management activities and where lethal control measures have been exercised; the target species and number culled</p>													
Revegetation Program  Landscape Management Plan (LMP) - Section 5	MZ2	<p>The Owner can only undertake revegetation activities in areas identified as Management Zone 2, in Part 3 Map of Management Zones. Identified areas have been previously cleared and lack natural regeneration of endemic mid and upper stratum species. The Site Values Report may identify additional candidate areas for consideration.</p> <p>The aim of implementing the Revegetation Program is to restore a self-sustaining vegetation community that aligns with the Plant Community Type (PCT) from which the native grassland is derived.</p> <p>Revegetation works will be undertaken to increase structural diversity and allow for adaptive management. The extent, timing, and methodologies of revegetation to be employed will be outlined in the Ardglen Quarry Rehabilitation and Biodiversity Offset Management Plan (which forms part of the LMP). Planting to be undertaken in the Offset Areas will include species which are representative of Box Gum Woodland CEEC species, and species belonging to local Plant Community Types (PCTs) that are representative of this CEEC. Target</p>	Restoration areas revegetated to restore areas of derived native grassland to self-sustaining vegetation communities from which they were derived	<ul style="list-style-type: none"> <li>• Date</li> <li>• MZ/PCT mortality rate</li> <li>• MZ/PCT No. replanted</li> </ul>	<p>Commercial cost estimate received from Sky Land Management (July 2022).</p> <p>Total of \$125,000 as shown below</p> <table border="1" data-bbox="1765 1034 2069 1251"> <tbody> <tr> <td>0-3 years</td> <td>\$15,000.00</td> </tr> <tr> <td>4-7 years</td> <td>\$20,000.00</td> </tr> <tr> <td>8-10 years</td> <td>\$60,000.00</td> </tr> <tr> <td>11-15 years</td> <td>\$30,000.00</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$125,000.00</b></td> </tr> </tbody> </table>	0-3 years	\$15,000.00	4-7 years	\$20,000.00	8-10 years	\$60,000.00	11-15 years	\$30,000.00	<b>TOTAL</b>	<b>\$125,000.00</b>
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8-10 years	\$60,000.00														
11-15 years	\$30,000.00														
<b>TOTAL</b>	<b>\$125,000.00</b>														

Management Issue	Mgt Zone	Management Action	Mgt Action Goal	Reporting	Timing / Cost
		<p>PCTs will be further described within the Site Values Report (including a map of their location).</p> <p>Ongoing silvicultural practices can be utilised within Revegetation areas. These practices can include: the thinning of planted material, replanting following mortality events, secondary plantings to improve species diversity, control burns and weed control.</p> <p>The Owner must follow current best practice and seek advice from reliable and credible sources. Activities must comply with Part 2 of Attachment 2 (Management of the Conservation Area Restrictions and Permissions) unless express written consent has been provided by the BCT.</p>			
<p>Vegetation and Habitat Monitoring</p> <p>Landscape Management Plan (LMP) - Section 5.7</p>	All	<p>The Owner will undertake annual ecological monitoring at designated monitoring sites within the Conservation Area utilising, the methodology specified in section 5 of the LMP. Monitoring plot locations will be stipulated in the Site Values Report.</p> <p>Additional ecological monitoring to meet other reporting requirements is allowed throughout the Conservation Area.</p>	Monitoring of biodiversity values to identify trends and success/failure of management actions being implemented and application of adaptive management.	<ul style="list-style-type: none"> <li>• Provision of plot data to BCT.</li> <li>• Provision of Ardglen Quarry monitoring report.</li> <li>• Provision of any additional TS monitoring data to the BCT (optional)</li> </ul>	<p>Annual ecological monitoring and reporting = \$8,000 per year</p> <p>Total of \$120,000</p>
<p>Monitoring and Reporting</p> <p>Landscape Management Plan (LMP) - Section 7</p>	All	<p>The Owner must complete and submit an Annual Report, as outlined in Part 4 clause 2 of Attachment 3: Management Actions Attachment, and Part F Clause 14 of the Conservation Agreement.</p> <p>The BCT will provide the Owner with the Annual Report template, which the Owner must populate to the satisfaction of the BCT.</p>	Report on annual works completed to inform BCT of progress.	<ul style="list-style-type: none"> <li>• Provision of completed Annual Report, and where required, supporting documentation.</li> </ul>	Ongoing / Cost included in other management actions and ongoing maintenance budget.

<b>Management Issue</b>	<b>Mgt Zone</b>	<b>Management Action</b>	<b>Mgt Action Goal</b>	<b>Reporting</b>	<b>Timing / Cost</b>
Unforeseen & Adaptive Management Actions	All	The Owner must take all reasonable measures to notify the BCT of any unforeseen or adaptive management actions that are required within the Conservation Area.  Activities must comply with Part 2 of Attachment 2 (Management of the Conservation Area Restrictions and Permissions), unless express written consent has been provided by the BCT.	Identify and implement appropriate adaptive management actions.	Provide details as required	Add 10% contingency as summarised below:  Subtotal cost = \$1,061,350  10% Contingency = \$106,135
<b>Total indicative cost until 31 August 2038</b>					<b>\$ 1,167,485</b>

The provision of funds to fulfil the management actions is the sole responsibility of the Owner.



**ITEM 2: MANAGEMENT ACTIONS REQUIRED TO BE UNDERTAKEN FROM 31 AUGUST 2038 ONWARDS.**

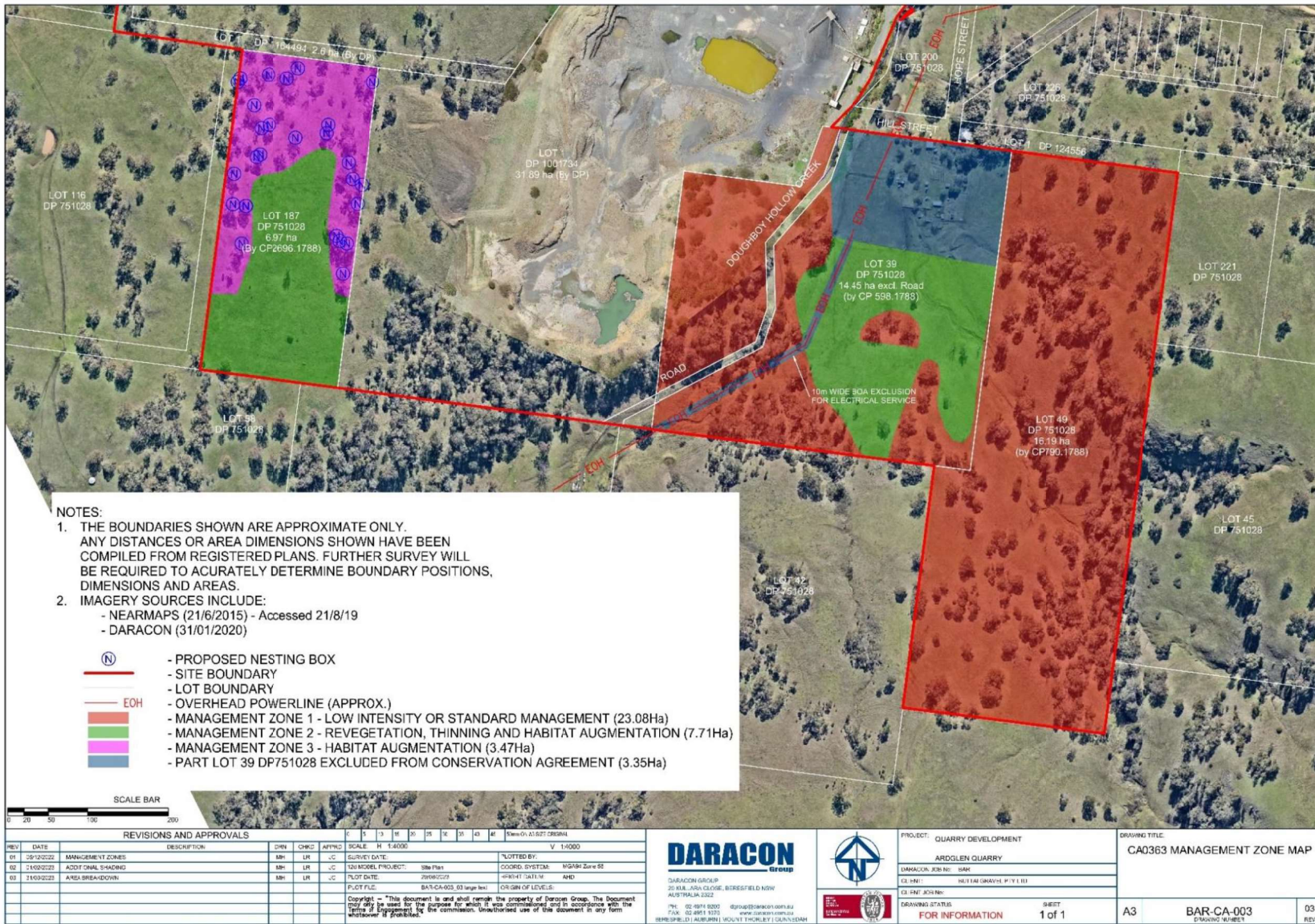
<b>Issue</b>	<b>Management action</b>
Control of Weeds	<p>The Owner must comply with all legal obligations and take all reasonable measures in relation to the control and monitoring of exotic plants, identified weeds and emerging weed threats within the Conservation Area.</p> <p>The Owner must follow current best practice and seek advice from reliable and credible sources when implementing weed management activities. Activities must comply with Part 2 of Attachment 2 (Management of the Conservation Area Restrictions and Permissions) unless express written consent has been provided by the BCT.</p> <p>Species targeted will be identified from; the Site Values Report, field observation and site monitoring data, and prioritised based on efficacy of control measures given seasonality and growth stage. In addition, the species categorisation and listing within the LLS Regional Strategic Weed Management Plan, WONS and the BAM High Threat Weeds list will assist in the prioritisation process.</p> <p>At a minimum, the Owner must report control activities within the annual report, identifying; target species, treated area (ha) and treatment.</p>
Control of Pest Animals	<p>The Owner must comply with all legal obligations and take all reasonable measures in relation to the monitoring and control of pest animals within the Conservation Area.</p> <p>Species targeted here, but not restricted to, include: Pig, Deer, Goats, Rabbit, Hare, Cat, Fox, Dog, Indian Minor and Plague Locust. Emergent pest threats should also be appropriately managed and reported to the BCT.</p> <p>The Owner must follow current best practice and seek advice from reliable and credible sources when implementing pest animal management activities. Activities must comply with Part 2 of Attachment 2 (Management of the Conservation Area Restrictions and Permissions) unless express written consent has been provided by the BCT.</p> <p>At a minimum the Owner must report control activities within the annual report, identifying; species, quantity, and control mechanism.</p>

Control of Overabundant Kangaroos	<p>Control of kangaroo species may be undertaken on the Conservation Area, but only if:</p> <ul style="list-style-type: none"> <li>(a) conducted in accordance with a relevant biodiversity conservation licence granted under Part 2 of the Biodiversity Conservation Act, and any other authorisation or licence required and issued by the appropriate Authority;</li> <li>(b) kangaroo grazing pressure is; causing significant decline in the Biodiversity Values of the Conservation Area <b>or</b> deterioration in the native ground cover of the Conservation Area such that it does not meet the threshold of Healthy Condition.</li> <li>(c) the implementation and justification for active kangaroo management is undertaken in accordance with the or subsequent policies.</li> </ul> <p>At a minimum the Owner must provide as an attachment to the annual report any; justification, associated monitoring, implemented management activities and where lethal control measures have been exercised; the target species and number culled.</p>
Threatened Species and Threatened Ecological Communities (TEC)	<p>The Owner must follow current best practice advice regarding the management and protection of threatened species when carrying out any activities within the Conservation Area. This advice may be provided by reliable and credible sources such as the BCT, DCCEEW, Local Land Services, the Commonwealth Department of Climate Change, Energy, the Environment and Water (DCCEEW) or subsequent authorities.</p> <p>The Owner can report any observed TS, reestablishment efforts or impacts upon TS &amp; TECs within the annual report.</p>
Managing visitor impacts (visitors include DCCEEW and BCT inspectors; weed control contractors; fire maintenance contractors; NSW Rural Fire Service; fencing and maintenance contractors, contractors completing monitoring requirements and the Owner)	<p>The Owner must take all reasonable measures to ensure that visitor disturbance to the Conservation Area is minimised by keeping visitors to tracks and trails except for management purposes and ensuring all visitor vehicles and equipment entering the Conservation Area are clean and free from weeds and/or seeds. Activities must comply with Part 2 of Attachment 2 (Management of the Conservation Area Restrictions and Permissions), unless express written consent has been provided by the BCT.</p>
Maintain vehicle access to Conservation Area for visitor management, fire management, weed and fencing management	<p>The Owner must take all reasonable measures to ensure that vehicle access is maintained by maintaining and repairing access trails as required.</p> <p>The Owner must follow current best practice and seek advice from experienced and credible sources when maintaining vehicle access tracks. Activities must comply with Part 2 of Attachment 2 (Management of the Conservation Area Restrictions and Permissions) unless express written consent has been provided by the BCT.</p>

Monitoring and Reporting	<p>The Owner must complete a monitoring report annually as outlined in Part 4 clause 2 of Attachment 3: Management Actions Attachment and may provide information as outlined in Part F Clause 14 of the Conservation Agreement.</p> <p>The BCT will provide the Owner with the Annual Report template, which the Owner must populate to the satisfaction of the BCT.</p>
Livestock	<p>Grazing of livestock is excluded within the Conservation Area. All grazing activities are to be undertaken in accordance with Attachment 2 Part 5.</p> <p>The Owner must take all reasonable measures to exclude livestock from the conservation area and remove any livestock which have entered the Conservation Area unless in accordance with Attachment 2 Part 5, as soon as practical.</p> <p>The Owner must report incursions within the annual report, identifying date, approximate quantity, stock type and cause, unless in accordance with Attachment 2 Part 5.</p>
Aboriginal Places and Aboriginal Objects	<p>The Owner must preserve and protect Aboriginal Places and Aboriginal Objects and other sites of cultural heritage significance on or in the Conservation Area and in accordance with the relevant legislation.</p>
Fire management	<p>The Owner will maintain fire breaks as zero fuel barriers where they occur along the perimeter of Conservation Area boundary to mitigate fire spreading onto or off the site, as well as fire breaks established strategically within the Conservation Area utilising internal infrastructure boundaries, access trails and fence lines.</p> <p>Monitoring fuel levels will take place as part of the annual inspection. Where fuel loads are considered to pose a threat and fuel loads are required to be reduced, controlled burns will be implemented in consultation with the NSW Rural Fire Service, the BCT, and Environmental Protection Authority. Activities must comply with Part 2 of Attachment 2 (Management of the Conservation Area Restrictions and Permissions), unless express written consent has been provided by the BCT.</p> <p>At a minimum the Owner must describe fire related activities within the annual report, identifying; date, type, intensity, and extent of each fire.</p>
Fencing	<p>The Owner must take all reasonable measures to construct and maintain fences along the boundaries of the Conservation Area where adjacent land use cause or are likely to cause adverse impacts on or in the Conservation Area as shown on the Tracks and Infrastructure Map. Construction of new fences should be in accordance with the BCT Essential Conservation Fencing Infrastructure Guidelines or subsequent policies. Activities must comply with Part 2 (Management of the Conservation Area Restrictions and Permissions) unless express written consent has been provided by the BCT.</p>
Unforeseen & Adaptive Management Actions	<p>The Owner must take all reasonable measures to notify the BCT of any unforeseen or adaptive management actions that are required within the Conservation Area. Activities must comply with Part 2 of Attachment 2 (Management of the Conservation Area Restrictions and Permissions) unless express written consent has been provided by the BCT.</p>

The provision of funds to fulfil the management actions is the sole responsibility of the Owner.

**Part 3. Map of Management Zones**



## **Part 4. Management Conditions**

### **1. Implementing Management Actions**

- (a) The Owner agrees to use all reasonable endeavours to Complete each Management Action by the relevant Required Date.
- (b) Despite clause 1(a) of this Part 4 the obligation to carry out a Management Action continues until the Management Action has been carried out even if the Required Date has passed.
- (c) The Owner's obligation to carry out a Management Action will be satisfied if the Management Action is carried out by a third party, however the Owner's obligations are not released and the Owner is still responsible where the Owner contracts or otherwise allocates responsibility for complying with the Owner's obligations to another person.
- (d) An obligation to carry out a Management Action may include an obligation to refrain from an action or activity from a certain date or event, and where that is the case that obligation applies, whether or not that action or activity had been done on the Conservation Area prior to that date or event.
- (e) Where a Management Action requires the Owner to refrain from an action or activity, the Owner must not carry out that action or activity and must not cause, authorise or permit any other person to carry out that action or activity.
- (f) The Owner must comply with all Laws and obtain all necessary licences, consents, authorisations, permits or approvals necessary to carry out the Owner's obligations under, or activities permitted under, this Management Attachment, including for any Management Actions and the Permitted Exceptions.

### **2. Landholder Report**

- (a) The Owner must complete and submit a report to the NSW BCT for approval within 60 days after the end of each Reporting Period:
  - (i) using the Annual Report Template;
  - (ii) demonstrating satisfactory Completion of each Management Action required to be Completed within that Reporting Period by:
    - (A) specifying the relevant Management Action that has been Completed; and
    - (B) attaching Supporting Evidence.

Note: Evidence will vary depending on the nature of the Management Action. For example, photographs may be appropriate to demonstrate Completion of a particular milestone, or, where the Management Action requires works, appropriate evidence may be receipts from the contractor demonstrating that the work has been carried out.
- (b) The NSW BCT may require that the Owner provide further evidence supporting Completion of a Management Action where, acting reasonably, it considers that the evidence provided with the Annual Report is not sufficient.
- (c) An Annual Report must be submitted by registered post, or by such other means as is agreed with the NSW BCT in relation to a particular Reporting Period.
- (d) The Owner may request that the NSW BCT assist the Owner to complete the Annual Report by telephone or email conversation. However, the Owner must provide final confirmation that the Annual Report is correct and complete.
- (e) If there is a change in ownership of a Conservation Area during a Reporting Period:
  - (i) each Owner of the Conservation Area during that Reporting Period must submit an Annual Report in accordance with these Reporting Obligations in the period for which they were the "Owner" for the purposes of this Deed; and
  - (ii) any Owner who ceases to be the Owner of the Conservation Area during that Reporting Period must, within 30 days after they cease to be an Owner of the Conservation Area, submit an Annual Report for the period during which they were the Owner.

Note: Owners are encouraged to contribute to the Annual Report with added photos / photo-points and other information as relevant to management issues and outcomes observed in the Conservation Area.

### **3. GST**

- (a) Where a Supplier makes a Taxable Supply to a Recipient, the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier (unless the consideration for that Taxable Supply is expressed to include GST). The additional amount must be paid when any consideration for the Taxable Supply is first paid or provided. The Supplier must provide to the Recipient a Tax Invoice at the time of payment.

(b) If this Deed:

- (i) requires a party to pay for, reimburse, set off or contribute to any expense, loss or outgoing suffered or incurred by any other party; and
- (ii) the other party is entitled to an Input Tax Credit in respect of such payment, reimbursement or contribution,

then the amount required to be paid, reimbursed, set off or contributed is reduced by the amount of any applicable Input Tax Credit. The reduction is to be made before the calculation of any additional amount payable under clause 6(a) of this Management Attachment.

Note: The NSW BCT cannot register an Owner for GST or provide tax advice, and the Owner should obtain and rely on independent advice sourced by the Owner (e.g. the Owner's accountant) as to the appropriate GST status and position.

#### **4. No right of set-off**

The Owner has no right of set-off against a payment due to the NSW BCT, unless this Deed expressly provides for such a right.

Note: "no right of set-off" means the Owner must make payments required under this Deed to the NSW BCT without deducting amounts that the Owner believes the NSW BCT owes the Owner. Any amounts that the NSW BCT owes to the Owner under this Deed must be dealt with separately and must not be deducted.

#### **5. Records**

(a) The Owner must create and keep records of the following:

- (i) the months and years in which Management Actions were undertaken in accordance with the standards specified in this Management Attachment;
- (ii) the details of any stock grazing undertaken in the Conservation Area using the Stock Grazing Monitoring Form; and
- (iii) receipts and invoices for capital works or use of contractors for completion of Management Actions.

(b) The Owner must produce any records required to be kept by this Deed if the Owner is requested to do so in writing by the NSW BCT or an Authorised Officer.

#### **6. Publicity**

(a) The Owner must provide the NSW BCT with at least 15 Business Days' notice of any proposed announcements, launches or public events relating to the conservation agreement for the Conservation Area, and provide an opportunity for a representative of the NSW Government to attend and speak at any launch or public event.

(b) The NSW Government may issue public communications on the progress on completing the Management Actions. Where practicable to do so, the NSW BCT will give the Owner advance notice of such communications and their content.

#### **7. Termination of this Management Attachment**

If this Deed is terminated in respect of part only of the Conservation Area, then this Management Attachment will continue to apply to the remaining part of the Conservation Area on and from the date of such termination, unless otherwise agreed in writing between the Owner and the NSW BCT.

#### **8. General**

The following interpretation provisions apply both to this Management Attachment and the Deed as a whole:

- (a) A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
- (b) A reference in this Deed to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
- (c) A reference to a clause or part in this Deed, is a reference to a clause or part of this Deed.
- (d) A reference to this Deed includes the agreement recorded in this Deed.
- (e) Any tables, schedules, annexures and attachments within this Deed form part of this Deed.
- (f) Each obligation imposed on a party by this Deed in favour of another is a separate obligation. Unless otherwise specified in this Deed, the performance of one obligation is not dependent or conditional on the performance of any other obligation.

- (g) The fact that the Minister or NSW BCT fails to do, or delays in doing, something the Minister or NSW BCT is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, the Landowner.
- (h) By executing this Deed, a party intends to be bound by this Deed on and from the date that all other parties have also executed this Deed and for such last execution to constitute delivery of this Deed to each other party.
- (i) The parties agree that, to the extent that the benefits of this Deed extend to persons who are not parties to this Deed, this Deed will operate as a deed poll.  
Note: By operating as a "deed poll" a person is entitled to enforce that person's right to a benefit under this Deed despite the person not being a party to it (e.g. the Environment Agency Head in its capacity as an Authorised Entrant).
- (j) This Deed is governed by and must be construed in accordance with the laws in force in New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia in respect of all matters arising out of or relating to this Deed, its performance or subject matter.
- (k) A term or condition of, or act done in connection with, this Deed does not operate as a merger of any of the rights or remedies of the parties under this Deed and those rights and remedies continue unchanged.

**Part 5: Definitions**

In this Management Attachment, unless a contrary intention appears, a capitalised word or words has the meaning given in the corresponding row in the table below:

<b>Annual Report</b>	The annual report that the Owner must complete pursuant to clause 2(a) of Part 4 of the Management Attachment
<b>Completed</b>	Carried out, finalised or achieved, depending on the context. For example, if the Management Action is a milestone (eg reaching a certain density of Native Flora) then it will be "Completed" once the NSW BCT has been given evidence that the density has been reached, whereas where the relevant Management Action comprises tasks or certain works, eg clearing lantana, then the Management Action will be "Completed" once the NSW BCT is satisfied that such works have been carried out
<b>Management Action</b>	Each action or milestone set out in Part 1 or Part 2 of the Management Attachment
<b>Management Actions Table</b>	The table set out in the Management Attachment immediately under the heading "Management Actions Table"
<b>Management Attachment</b>	This Attachment 3, and includes any replacement or updated component of such Attachment from time to time
<b>Reporting Obligations</b>	The obligations set out in clause 2 of Part 4 of the Management Attachment
<b>Reporting Period</b>	Each of the following: <ul style="list-style-type: none"> <li>- the 12 month period commencing on the Agreement Date; and</li> <li>- each subsequent 12 month period commencing on each anniversary of the Agreement Date</li> </ul>
<b>Required Date</b>	The timing set out for the relevant Management Action in Part 1 of the Management Attachment or within the Management Actions Table
<b>Supporting Evidence</b>	Reasonable evidence appropriate to the Completion of the relevant Management Action to demonstrate such Completion

*Erin Giuliani*

x \_\_\_\_\_  
NSW BCT delegate

Electronic signature of me, Erin Giuliani, affixed by me, or at my direction, on 07/05/2024

DocuSigned by:

*Emma Kelly*

Electronic signature of me,  
Emma Jean Kelly, affixed by  
me on 12/4/2024

x \_\_\_\_\_  
Owner

DocuSigned by:

*David Mingay*

x \_\_\_\_\_  
Owner

Electronic signature of me, David Ross Mingay,  
affixed by me on 24/4/2024