

CONSERVATION AGREEMENT


BETWEEN

THE MINISTER ADMINISTERING
THE NEW SOUTH WALES NATIONAL PARKS AND
WILDLIFE ACT (1974)

AND

The Minister administering the Sporting Venues Authorities Act (2008)

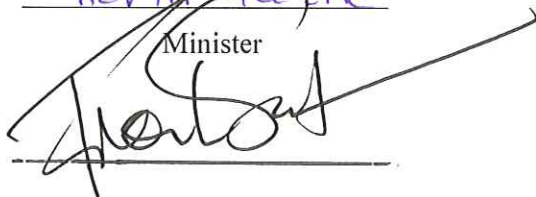
Dated: October, 2010



Minister administering the
Sporting Venues Authorities Act, 2008.

KEVIN GREENE

Minister



CONSERVATION AGREEMENT UNDER PART 4 DIVISION 12 OF THE NATIONAL PARKS AND WILDLIFE ACT, 1974.

THIS AGREEMENT made the 12th day of October, Two thousand and Ten, between THE MINISTER administering the *National Parks and Wildlife Act, 1974* ("the Minister" which expressions shall where the context admits, be deemed to include successors in office) of the one part and the Minister administering the *Sporting Venues Authorities Act, 2008* ("the Owner") of Lot 100, Wattle Ridge Rd, Hilltop of the other part.

WHEREAS:

- A The Owner is the registered proprietor of that parcel of land being Lot 100, Deposited Plan 1088254, Parish of Cumbertine, County of Camden ("the Land"). The Land is shown on Diagram A annexed to this Agreement and is the conservation area ("the conservation area"), covering 1,036 hectares.
- B The conservation area contains a high level of floristic diversity comprising largely undisturbed sandstone shrub woodland, heath woodland and mallee vegetation communities. Minor variations in canopy and mid-storey dominants occur with typical canopy species including Scribbly Gum (*Eucalyptus sclerophylla*), Grey Gum (*Eucalyptus punctata*), Blue-leaved Stringybark (*Eucalyptus agglomerata*), Sydney Peppermint (*Eucalyptus piperita*), White Stringybark (*Eucalyptus globoidea*), Red Bloodwood (*Corymbia gummifera*) and Mountain Ash (*Eucalyptus sieberi*). Sheltered Sandstone Forest occurs on sandstone slopes that descend into steeply dissected gullies and creeklines throughout the conservation area. Common canopy species comprise *Corymbia gummifera*, *Eucalyptus agglomerata*, *E. piperita* and *E. punctata*. The gullies and creeklines have moist forest vegetation communities present.
- C The Owner and the Minister recognise that the conservation area contains regionally rare and significant plant species, such as *Eucalyptus apiculata*, and contains potential habitat for other rare plant species listed in Table 1, Annexure B. The conservation area is an integral component of a significant wildlife corridor and has important catchment and water quality values.
- D The conservation area contains Barking Owl (*Ninox connivens*), Koala (*Phascolarctos cinereus*) and Yellow-bellied Glider (*Petaurus australis*) which are listed as Vulnerable species on Schedule 2 of the *NSW Threatened Species Conservation Act, 1995*.
- E The conservation area provides potential habitat for a diverse range of additional threatened fauna species, including:
- ▶ Twenty-five (25) threatened fauna species listed under the *NSW Threatened Species Conservation Act, 1995* including three (3) endangered and twenty-two (22) vulnerable species; and
 - ▶ seven (7) threatened fauna species listed under the *Environment Protection and Biodiversity Conservation Act, 1999* including three (3) endangered and four (4) vulnerable species.

These species are listed in detail in Table 2, Annexure B.

- F The Owner and the Minister recognise that the conservation area is regionally significant due to existing linkages with other bushland properties and Crown land creating a significant wildlife corridor. The property was previously part of and adjoins the Bargo State Conservation Area.
- G The Owner and the Minister recognise that the conservation area is of cultural significance. The area was used and continues to be used by the Gundungurra and Dharawal Aboriginal people. The property contains artifact scatters and may contain other sites of cultural significance.
- H The Owner and the Minister recognise that the land, which was previously part of the Bargo State Conservation Area is vested with the Owner for

- the operation of an existing 800m shooting range, club house and access tracks within Zone 3, shown on map 1 in Annexure B;
- possible future development of the Southern Highlands Regional Shooting Complex within Zone 2 shown on Map 1 in Annexure B.

- I Accordingly, the parties hereby enter into this Conservation Agreement under Section 69B Part 4 Division 12 of the *National Parks and Wildlife Act, 1974*.
- J The Owner and the Minister agree to take steps to protect and manage the conservation values of the conservation area as set out in Annexures B and C.

NOW THIS AGREEMENT WITNESSES:

1. INTERPRETATION

1.1 In this Agreement unless the contrary intention appears:-

"**Aboriginal Object**" has the same meaning as in Section 5 of the Act;

"**Aboriginal Place**" has the same meaning as in Section 5 of the Act;

"**the Act**" means the *National Parks and Wildlife Act, 1974* and any regulations from time to time in force thereunder;

"**conservation area**" means the Land shown on the diagram annexed to this Agreement as Annexure A;

"**conservation values**" includes, without limitation, any native fauna and their habitats, native plants and their habitats, cultural heritage, and geo-heritage.

"**controlled burning**" means the controlled application of fire under specified environmental and weather conditions to a predetermined area and at the time, intensity and rate of spread required to attain planned resource management objectives;

"**critical habitat**" has the same meaning as in Section 4 of the *Threatened Species Conservation Act, 1995*;

"**cultural heritage**" refers to the historic, archaeological, social, cultural and contemporary values of the physical evidence and traditions of peoples, including Aboriginal peoples.

"**damage**" means incurring injury that impairs the values or usefulness of the conservation area

"**the Department**" means the NSW Department of Environment, Climate Change and Water;

"**development**" has the same meaning as provided for in Section 69A of the Act;

"**Director-General**" has the same meaning as Section 5 of the Act;

"**fauna**" has the same meaning as in Section 5 of the Act;

"**geo-heritage**" means geological deposits and landforms that are considered to have conservation values.

"**indigenous fauna**" means all native fauna belonging naturally to the conservation area;

"**indigenous plants**" means all native plants belonging naturally to the conservation area;

"**Land**" means that parcel of land described in Recital A;

"**Management Scheme for the conservation area**" means management scheme prepared for the conservation area in consultation with the owner, annexed to this Agreement as Annexure C;

"**Minister**" means the Minister for the time being administering the Act and where not repugnant to the context includes the servants and agents of the Minister;

"**native fauna**" has the same meaning as "protected fauna" in Section 5 of the Act;

"**native plant**" has the same meaning as in Section 5 of the Act;

"**Owner**" means the Minister administering the *Sporting Venues Authorities Act 2008* and includes any successor in title to the owner within the meaning of s 69E of the Act,

"**pest animal**" any non-native animal having, or with the potential to have, an adverse economic, environmental or social impact;

"**pesticide**" has the same meaning as in Section 5 of the *Pesticides Act, 1999* which includes herbicides, insecticides, fungicides, baits and rodenticides;

"**reasonable**" in relation to carrying out an activity, means using the best methods available and carrying out the activity in such a way as to have minimal impact on the conservation values of the conservation area;

"**threatened species, populations and ecological communities**" and "**threatened species, population or ecological community**" have the same meaning as in the *Threatened Species Conservation Act, 1995*; and in the *Environmental Protection and Biodiversity and Conservation Act, 1999*.

- 1.2 Words importing the singular number shall include the plural and masculine gender the feminine or neuter and vice versa.
- 1.3 Any reference to a person shall be deemed to include a corporate body and vice versa.
- 1.4 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

2 USE OF THE CONSERVATION AREA

The Owner covenants with the Minister as follows:-

General responsibilities

- 2.1 Except as otherwise permitted by this Agreement, the Owner must not intentionally carry out any act or omit to carry out any act, or cause or permit any act to be carried out or any act not to be carried out which act or omission may harm any native fauna, native plants, their habitats, cultural heritage, geo-heritage or other conservation values in the conservation area.

Development

- 2.2 Except as permitted in this Agreement the Owner shall not construct any new road, access track, building or internal fencing or any development that could adversely affect the conservation values of the conservation area.
- 2.3 The Owner shall be permitted to:
- 2.3.1 Maintain existing tracks only if required by essential services eg. Integral Energy, Rural Fire Services, the Department.
 - 2.3.2 Operate an existing 800m shooting range, club house and access tracks within Zone 3 (refer to Map 1, Annexure B)
 - 2.3.3 Undertake development and use consistent with any future development consent or approvals for Zones 2 and 3. (refer Map 1, Annexure B)
 - 2.3.4 Designate and operate a "range danger area (safety zone)" where consistent with any development consent or approvals for Zone 1 (refer Map 1, Annexure B)
 - 2.3.5 Erect signage for management and safety purposes in consultation with the Department.

Subdivision

- 2.4 The Owner must not subdivide or permit the subdivision of the conservation area

Threatened species, ecological communities, populations and their habitats and critical habitat

- 2.5 Consistent with the *Threatened Species Conservation Act, 1995*, and the *Environmental Protection and Biodiversity Conservation Act, 1999*, where threatened species, populations and ecological communities occur in the conservation area, the Owner must manage the conservation area:
- 2.5.1 to protect and promote the recovery of threatened species, populations and ecological communities, and
 - 2.5.2 to protect the critical habitat of those threatened species, populations and ecological communities that are endangered, and
 - 2.5.3 to eliminate or manage certain processes that threaten the survival or evolutionary development of threatened species, populations and ecological communities, and
 - 2.5.4 to ensure that the impact of any action affecting threatened species, populations and ecological communities is properly assessed.

Fire

- 2.6 The Owner must not light a fire, or cause a fire to be lit on the conservation area, unless it complies with the *Rural Fires Act, 1997*, and:
- 2.6.1 the lighting of the fire is for the purposes of controlled burning and is carried out in accordance with any fire guidelines for controlled burning as provided for in Annexure C: Management Scheme for the conservation area; or
 - 2.6.2 the lighting of the fire is a necessary component of bush fire hazard reduction work carried out in accordance with a notice served on the Owner under the *Rural Fires Act, 1997* or other applicable legislation; or
 - 2.6.3 life or property is in immediate threat by bush fire and the lighting of the fire is reasonably necessary to protect life or property; or
 - 2.6.4 the fire is a camp fire, subject to compliance with the *Rural Fires Act, 1997*, or
 - 2.6.5 the Director-General gives prior written consent to the lighting of the fire.

Cultural Heritage

- 2.7 In accordance with Part 6 of the *National Parks and Wildlife Act, 1974*, the Owner must preserve and protect Aboriginal places and Aboriginal objects on the conservation area.
- 2.8 In accordance with Part 6 of the *National Parks and Wildlife Act 1974*, the Owner must obtain appropriate permits and consents if there is any potential to impact on Aboriginal objects.

Control of non-indigenous plants and fauna

- 2.9 Except as permitted in this Agreement the Owner:
- 2.9.1 must use his or her best endeavours to control, and where possible remove, all non-indigenous plants and non-indigenous fauna from all zones of the conservation area identified to have significant detrimental impacts on the conservation area; and
- 2.9.2 must take such reasonable measures in relation to the control of non-indigenous plants, non-indigenous fauna and pest animals as specified in the Management Scheme (Annexure C).

3. MANAGEMENT OF THE LAND

- 3.1 The Owner must manage the conservation area in accordance with this Agreement.
- 3.2 The Owner must inform the Director-General as soon as practicable after becoming aware of the deterioration of any of the natural values or cultural values of the conservation area, or of any threat to these values.
- 3.3 This Agreement includes Annexure B describing and mapping the conservation values of the conservation area. An aerial photograph shows the location of the conservation area, the conservation values and photo-points. Photographs have been taken at the photo-points, during preparation of the Conservation Agreement. This provides baseline information and data for ongoing compliance monitoring and adaptive management of the conservation area.
- 3.4 This Agreement includes Annexure C, setting out the Management Scheme for the conservation area including the management of conservation values and other matters referred to in Annexure B.
- 3.5 Detailed management guidelines and actions for the conservation of the conservation area, may be prepared, subject to the endorsement of the Owner and the Director-General, and the terms of this Agreement.

4. USE OF THE LAND BY SERVANTS, AGENTS, LESSEES OR LICENSEES

The Owner must incorporate the terms of this Agreement in any lease or licence issued or reviewed over the conservation area, and at all times ensure that any servant, contractor, consultant, agent, lessee, licensee occupying the conservation area shall be aware of the relevant provisions of this Agreement.

5. CHANGE OF OWNERSHIP

The Owner must notify the Director-General in writing of any change of ownership or control of the conservation area within 28 days after the change of ownership and control. The notice must include the name and address of the new owner.

6. RIGHT TO INSPECT

The Minister, the Director-General and their servants and agents may at any time upon first giving

reasonable notice to the Owner, the Owner's agent, lessee or licensee, enter upon the conservation area to ensure compliance with this Agreement.

7. OBLIGATIONS OF THE MINISTER

The Minister covenants with the Owner as follows: -.

- 7.1 The Minister agrees to notify the Registrar General when this Conservation Agreement has been entered into, varied or terminated so that the Registrar General can carry out his or her responsibilities pursuant to section 69F of the Act
- 7.2 The Minister will arrange for the provision of technical advice and any other assistance to the Owner as the Minister deems necessary to assist with the implementation of this Agreement.
- 7.3 The Minister agrees to the extent of his or her statutory responsibilities that the signing of this Agreement shall not render the Owner ineligible for any compensation and assistance which may, under future legislation, become available to landowners who enter into a Conservation Agreement pursuant to the Act or any other Act.

8. NON-COMPLIANCE

In the event that the Owner fails to comply with this Conservation Agreement, including, without limitation, damaging or causing damage to the conservation area, the Department may issue a written notice to the Owner requiring the owner to remedy the non-compliance or damage within a specified time period. This clause does not affect any rights of the parties under section 69G of the Act.

9. DISPUTE RESOLUTION

If a party to the Conservation Agreement is dissatisfied with the conduct of the other party under this Conservation Agreement, that party must notify the other in writing, specifying the nature of the dissatisfaction. If the dispute cannot be resolved by discussions between the parties it shall be referred to the Premier and resolved according to the process set out in 69J of the Act.

10. COSTS

Each party will bear its own costs of, and incidental to, the preparation of this Agreement including any legal costs.

11. COMMENCEMENT

This Agreement shall have effect from the day of execution.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED by the Minister administering)
the *National Parks and Wildlife Act, 1974*)
for the purpose of rendering liable the)
Government of the State of New)
South Wales (but not so as to incur)
any personal liability) hereunder in)
the presence of:)



Minister:

12/10/10

Date

Chippell.

Witness

CLAIRE ALLEN

12 NIMRODS?

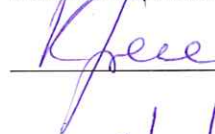
DARLINGHURST NSW

Witness Name and address

12/10/10

Date

SIGNED by the OWNER
Minister administering the *Sporting
Venues Authorities Act, 2008*



7/10/10

Date

in the presence of



Witness signature

David McArthur

52 Phillip St,

Sydney

Witness Name and address
7/10/10

Date

Name and address of Owners representative for service of notices:

**John C Shipway
Manager
Strategic Projects
Properties and Venues
Sport and Recreation
Communities NSW
6 Figtree Drive
Sydney Olympic Park
NSW 2127**

ANNEXURE B CONSERVATION VALUES

1. CONSERVATION VALUES

The Owner and the Minister recognise that the conservation area contains the following conservation values. Conservation values are to be managed in accordance with Annexure C: Management Scheme for the conservation area.

- A The conservation area contains a high level of floristic diversity comprising largely undisturbed sandstone shrub woodland, heath woodland and mallee vegetation communities. Minor variations in canopy and mid-storey dominants occur with typical canopy species including Scribbly Gum (*Eucalyptus sclerophylla*), Grey Gum (*Eucalyptus punctata*), Blue-leaved Stringybark (*Eucalyptus agglomerata*), Sydney Peppermint (*Eucalyptus piperita*), White Stringybark (*Eucalyptus globoidea*), Red Bloodwood (*Corymbia gummifera*) and Mountain Ash (*Eucalyptus sieberi*). Sheltered Sandstone Forest occurs on sandstone slopes that descend into steeply dissected gullies and creeklines throughout the conservation area. Common canopy species comprise *Corymbia gummifera*, *Eucalyptus agglomerata*, *E. piperita* and *E. punctata*. The gullies and creeklines have moist forest vegetation communities present.
- B The conservation area contains regionally rare and significant plant species, such as *Eucalyptus apiculata*, and contains potential habitat for other rare plant species listed below in Table 1. The conservation area is an integral component of a large wildlife corridor and has important catchment and water quality values.

Table 1. Flora species that have the potential to occur on site.

Species	TSC Act	EPBC Act	Recorded On Site	Possible Occurrence
TSC Act = <i>Threatened Species Conservation Act, 1995</i> ; EPBC Act = <i>Environment Protection and Biodiversity Conservation Act, 1999</i> V = vulnerable species E= endangered species				
Bynoe's Wattle (<i>Acacia bynoeana</i>)	E	V	N	Y
Needle Geebung (<i>Persoonia acerosa</i>)	V	V	N	Y
Bargo Geebung (<i>Persoonia bargoensis</i>)	E	V	N	Y
Hairy Geebung (<i>Persoonia hirsuta</i>)	E	E	N	Y
Mittagong Geebung (<i>Persoonia glaucescens</i>)	E	V	N	Y
Leafless Tongue Orchid (<i>Cryptostylis hunteriana</i>)	V	V	N	Y

- C The conservation area contains the Barking Owl (*Ninox connivens*), Koala (*Phascolarctos cinereus*) and Yellow-bellied Glider (*Petaurus australis*) which are listed as Vulnerable species on Schedule 2 of the *NSW Threatened Species Conservation Act, 1995* (TSC Act).
- D The conservation area provides potential habitat for a diverse range of additional threatened fauna species, including:
- ▶ Twenty-five (25) threatened fauna species listed under the *NSW Threatened Species Conservation Act, 1995* including three (3) endangered and twenty-two (22) vulnerable species; and

- ▶ seven (7) threatened fauna species listed under the *Environment Protection and Biodiversity Conservation Act, 1999* including three (3) endangered and four (4) vulnerable species.

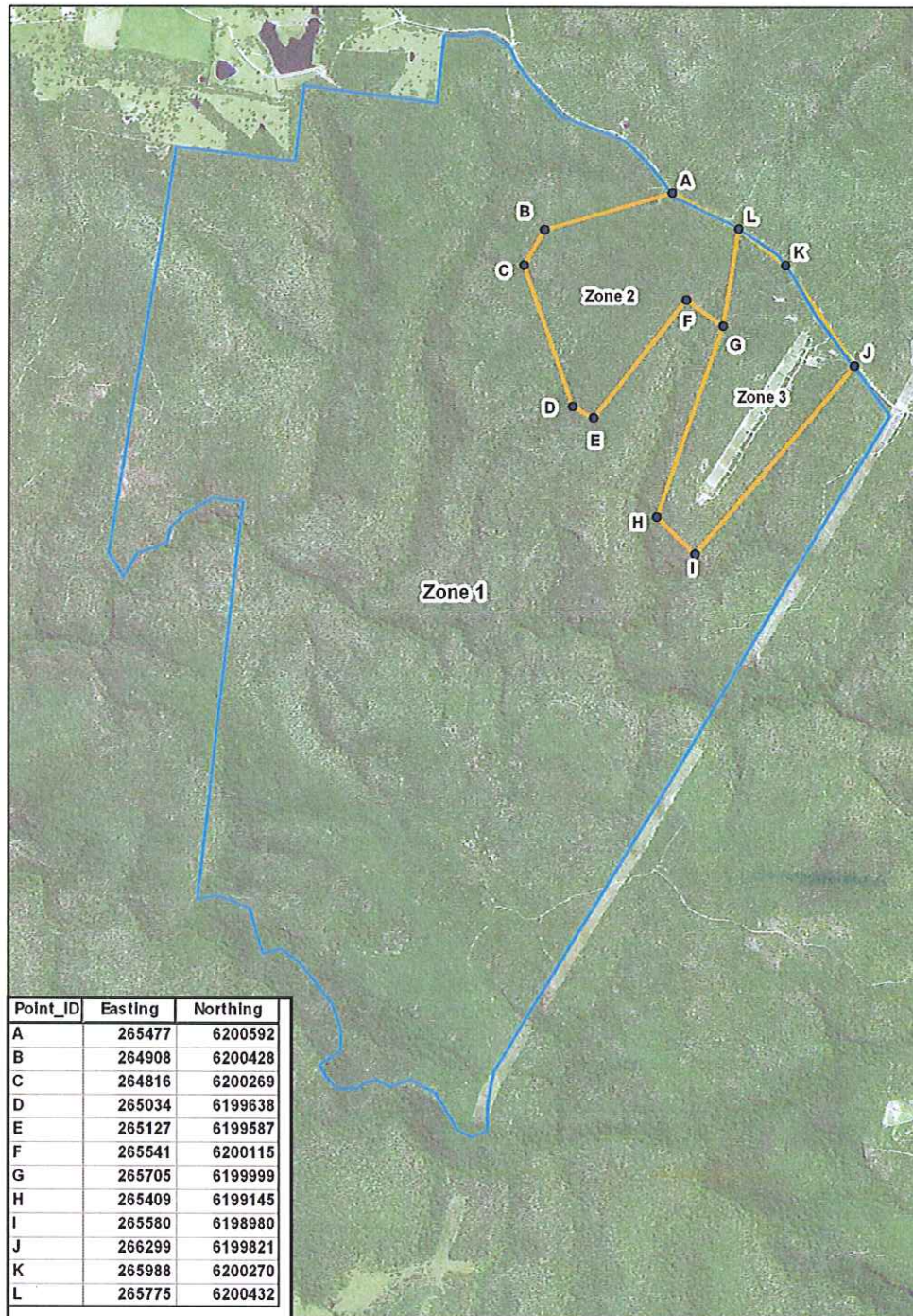
These species are listed below in Table 2.

Table 2: lists the threatened fauna species which have the potential to occur on site.

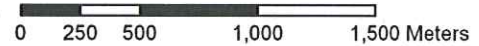
Species	TSC Act	EPBC Act	Recorded On Site	Possible Occurrence
TSC Act = <i>Threatened Species Conservation Act, 1995</i> ; EPBC Act = <i>Environment Protection and Biodiversity Conservation Act, 1999</i> V = vulnerable species E = endangered species				
Giant Burrowing Frog (<i>Heleioporus australiacus</i>)	V	V	N	Y
Red-crowned Toadlet (<i>Pseudophryne australis</i>)	V	-	N	Y
Broad-headed Snake (<i>Hoplocephalus bungaroides</i>)	E	V	N	Y
Rosenberg's Goanna (<i>Varanus rosenbergi</i>)	V	-	N	Y
Gang-gang Cockatoo (<i>Callocephalon fimbriatum</i>)	V	-	N	Y
Glossy Black Cockatoo (<i>Calyptorhynchus lathamii</i>)	V	-	N	Y
Brown Treecreeper (<i>Climacteris picumnus victoriae</i>)	V	-	N	Y
Swift Parrot (<i>Lathamus discolor</i>)	E	E	N	Y
Powerful Owl (<i>Ninox strenua</i>)	V	-	N	Y
Barking Owl (<i>Ninox connivens</i>)	V	-	Y	Y
Sooty Owl (<i>Tyto tenebricosa</i>)	V	-	N	Y
Masked Owl (<i>Tyto novaehollandiae</i>)	V	-	N	Y
Spotted-tailed Quoll (<i>Dasyurus maculatus</i>)	V	E	N	Y
Southern Brown Bandicoot (<i>Isodon obesulus</i>)	E	E	N	Y
Eastern Bentwing Bat (<i>Miniopterus schreibersii oceanensis</i>)	V	-	N	Y
Eastern Freetail Bat (<i>Mormopterus norfolkensis</i>)	V	-	N	Y

- E The conservation area is regionally significant due to existing linkages with other bushland properties and crown land creating a significant wildlife corridor. The property was previously part of and adjoins the Bargo State Conservation Area.
- F The conservation area is of cultural significance. The area was used and continues to be used by the Gundungurra and Dharawal Aboriginal people. The property contains artifact scatters and may contain other sites of cultural significance.

AERIAL PHOTOGRAPH AND OTHER MAPPING



Map 1. HILLTOP CONSERVATION AREA - ZONES

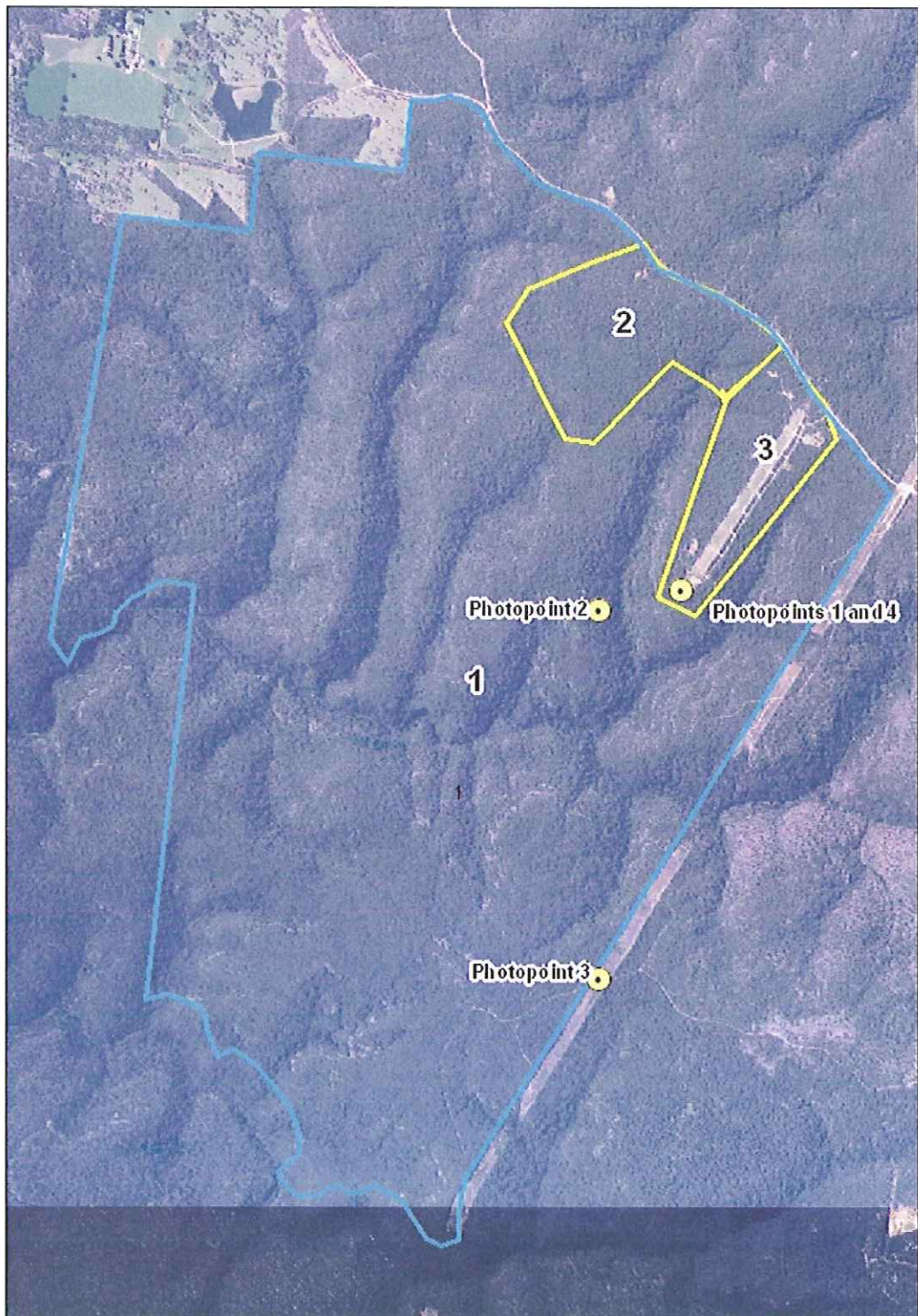


Legend

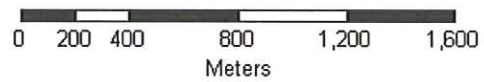
- Zone 1 - Bushland
- Zone 2 - Proposed future development area
- Zone 3 - Existing development area

(Zones 2 & 3 refer to Area SP1 in State Environmental Planning Policy (Major Projects) 2005 (Amendment No. 33) Southern Highlands Regional Shooting Complex.)





MAP 2. HILLTOP CONSERVATION AREA - Photopoint Locations



3. PHOTO-POINT PHOTOGRAPHS AND OTHER PHOTOGRAPHS



Photopoint 1 (above)

View looking south-west over conservation area towards Mt Jellore.
(date taken: 30/5/2008)

(GR: 265500 6199200) (AGD 66)

Photopoint 2 (left)

Intact woodland on site.
(date taken: 30/5/2008)

(GR: 265400 6199000) (AGD 66)



Photopoint 3 (above)

Looking north west towards conservation area from powerline track. (date taken: 30/5/2008)

GR: 265245 6197524 (AGD 66)



Photopoint 4 (left)

Looking north-east along existing rifle range. (date taken: 30/5/2008)

(GR: 265500 6199200) (AGD 66)

ANNEXURE C

MANAGEMENT SCHEME FOR THE CONSERVATION AREA

The conservation values identified in Annexure B are to be managed in accordance with the principles and activities outlined below and consistent with the Nattai Reserves Plan of Management (2001) and all other subsequent plans.

Three zones have been delineated within the conservation area, they are: Zone 1 – bushland; Zone 2 – area proposed for possible future development and Zone 3 – the existing developed area.

ITEM 1:

The following activities may be undertaken on, or in respect of, the conservation area in the manner specified as follows:

Weed control

- a) Carrying out weed control using the appropriate control methods
 - Use glyphosate based herbicide by direct application to cut surfaces (cut and paint or scrape and paint methods)
 - Remove weeds by hand ensuring that all plant parts which can reproduce are removed and that soils do not become prone to erosion.
 - Other weed control methods may be undertaken with prior written permission of the Director-General.
 - Ensure control programs are commenced when timing and extent of weed removal will minimise adverse effects on wildlife (weeds may provide protection or habitat for native fauna).
 - A professional bush regenerator to undertake yearly inspections to check for weed invasion and treat any outbreaks.

Pest animals

- b) Monitoring impacts to the conservation area by pest animals and undertaking of on-going control programs for pest animals if appropriate.
 - Methods for control to be consistent with current and best practice guidelines.
 - Methods for monitoring pest animal activity can include;
 - observations and/or hearing calls,
 - the use of standard "sand plots",
 - the use of non-poisoned "bait stations",
 - scat counts, and
 - other quantitative techniques which can be designed in discussion with the Department or the Livestock Health and Pest Authority
 - Methods for control can include shooting, trapping and use of poisonous baits with advice from the Department and the Livestock Health and Pest Authority.

Domestic animals and livestock

- c) No domestic animals or livestock are permitted within the conservation area.
- d) No horseriding permitted within the conservation area.

Fire

- e) Fire management to be in accordance with any approved Fire Management Plan and related documents for the conservation area.
- f) Suppression of all wildfires occurring in the conservation area as quickly as possible with the aim of keeping fires to a small area.

- g) Undertaking fire hazard reduction (if recommended by RFS or the Department) to protect the natural assets of the conservation area, in appropriate locations, with any required approvals and/or permits using:
- raking and hand clearing
 - pile burning
 - fuel reduction burns.
- h) Using fire hazard reduction burns and controlled burning can occur within the conservation area, excluding riparian or wet gully vegetation which should not be subject to any controlled burns.
- i) Hazard reduction burns and controlled burning will take into account the following recommendations (Table 3).

Table 3: Vegetation type/community and recommended fire/burning frequency

Vegetation Type/Community	Fire/Burning Frequency (years)
Sandstone Shrub Woodland	10-50
Heath Woodland	10-30
Mallee Woodland	10-50
Gully Vegetation	No prescribed burns
Riparian Vegetation	No prescribed burns

Vehicle Access

- j) Vehicle access to Zone 3 permitted on existing formed access roads within designated operating hours.
- k) Vehicle access to formed trails within Zones 1 and 2 for management purposes as approved by the Department, fire fighting or any emergency requirements.

Use of timber

- l) No harvesting of fallen timber, except for hazard reduction purposes within defined asset protection zones, permitted within the conservation area.

Threatened species

- m) Within zones 2 and 3, retain hollow bearing trees and stag trees along roads and tracks and within car park areas, where those trees do not pose a hazard to people or property.
- n) Implementing any measures included in relevant recovery plans for any threatened species or communities which or may be found in the conservation area, including the recovery plan for Yellow-bellied Glider.
- o) Implementing other specific management advice from the Department for any threatened species or communities which are or may be found in the conservation area.

Restoration of indigenous vegetation

- p) Restoration of native vegetation using natural regeneration, including brush mulching as the preferred method.
- q) Revegetation to establish indigenous plants, using species produced from material sourced locally and without fertilisers,
- where the ability to regenerate naturally within a reasonable time frame has been lost, or
 - to prevent soil erosion;

Thinning of indigenous vegetation

- r) Thinning of regenerating indigenous species which are altering the structure of the vegetation and/or reducing conservation values. Thinning should be planned in consultation with the Department.

Seed collection

- s) Collection of seed in keeping with *Guidelines for Collection of Seed, and other Plant Propagation material* (available from the Department), and the following limitations and permissions:
- Collect seed in the conservation area only should seed of particular species be not available elsewhere.
 - Licences are required for collection of material of protected plants listed under Section 131 (Schedule 13) of the *National Parks and Wildlife Act, 1974*.
 - Where seed collection involves species listed on Schedule 1 or 2 of the *Threatened Species Conservation Act, 1995*, a licence under Section 91 of the Act or prior written permission from the Director-General should be obtained.

Cultural heritage

- t) Recording and management of any newly identified Aboriginal objects, in consultation with the Department (and the Aboriginal community where applicable.)

Visitation and research

- u) Visitation, research and community use at a level that does not adversely impact on the conservation values of the area or the amenity of the Owner consistent with any operations and access protocols for the conservation area. Research projects should be discussed with the Department prior to commencement.

Developments

- v) Carrying out developments described in Clause 2.3 of the Agreement, and maintaining developments (including existing fire trails and infrastructure) with the following conditions
- The width of internal roads and access tracks will be a maximum of 4.5 metres.
 - Walking tracks will not be wider than 1.5 metres.
 - Clear a corridor not greater than 3 metres wide during construction or for maintenance for the installation of fences or other agreed rural structures in Zones 2 and 3.
 - Remove fallen timber and any other obstructions to maintain access.
 - Where clearing is necessary, undertake all works in a manner that minimises disturbance to soil and hydrological characteristics.
 - Remove old fences and close unwanted tracks within Zones 1 and 2 of the conservation area and facilitate restoration of native vegetation by allowing natural regeneration where required.
 - Retain hollow bearing trees and stag trees along roads and tracks and within car park areas, where those trees do not pose a hazard to people or property.
 - Development consistent with development consents or approvals.

Monitoring

- w) A comprehensive, measurable monitoring program including baseline information and data to be implemented consistent with requirements under any development approval and best practice guidelines to ensure that any existing or potential pollution, sedimentation or contamination impacts from Zone 2 and 3 do not impact upon Zone 1, and that if any impacts are detected over time, that remediation is implemented immediately.
- x) Annexure B contains dated aerial photographs/maps showing the location of the conservation area, the conservation values and photo-points. Photographs have been taken at these photo-points during the preparation of the Agreement. This provides baseline information and data for ongoing monitoring and adaptive management of the conservation area. Further photopoint photographs should be taken following any future development.
- y) Photographs at the identified (and future) photo-points should be taken from time to time in consultation with the Department's officers for the purposes of ongoing monitoring of the conservation values.

- z) The Owner to complete a monitoring report on an annual basis, including photo-point photos, noting changes occurring in the conservation area. This will form the basis for decisions about ongoing management actions. A copy of all monitoring reports should be forwarded to the Department.

ITEM 2:

The Owner shall not undertake, consent to or permit (unless specified in Item 1 of Annexure C or with prior written consent of the Director-General)

- a) the carrying or firing of firearms in Zones 1 or Zone 2 (in the event that a development consent or approval is obtained from the relevant consent authority for Zone 2, firearms permitted as per approval conditions.)
- b) the direct and intentional firing of firearms into any bushland in any zone.
- c) the sowing or planting of trees, grasses or other plants in the conservation area.
- d) the introduction of any non-indigenous plants or non-indigenous fauna into the conservation area.
- e) the entry of domestic animals including pets and domestic livestock in the conservation area.
- f) the use or application of fertiliser or pesticides in the conservation area.
- g) the use of trail bikes, four wheel drive vehicles or any other vehicle in the conservation area off any formed road.
- h) any works in the conservation area, especially any revegetation work and developments, which have the potential to impact on any cultural features. (Seek advice from the Department if any are identified, prior to any work commencing).
- i) the removal of any biological or inorganic component of the conservation area.
- j) any works which will adversely affect the natural flows and bodies of water.



Minister administering the *Sporting Venues Authorities Act, 2008*.



Minister