

# **CONSERVATION AGREEMENT**

**BETWEEN**

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

**AND**

**Gosford City Council**

**FOR**

**Bradleys Road Bushland**

**Dated <<Date >>**

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**General Manager**

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**Minister**

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

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, Two thousand and \_\_\_\_\_, **BETWEEN** the Minister for the time being 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 Council of the City of Gosford ("the Owner") Bradleys Road Bushland of the other part.

**WHEREAS:**

- A The Owner is the registered proprietor of that parcel of land being Lots 81, 82 and 83 DP 6650, Lot 1 DP 200883 and Lot 5 DP 533658, Parish of Kincumber, County of Northumberland ("**the Land**"). That Land shown by hatching on Diagram A annexed to this Agreement is the conservation area ("**the conservation area**"), being the whole of Lots 81, 82 and 83 Deposited Plan 6650, Lot 1 Deposited Plan 200883 and Lot 5 DP 533658. The conservation area covered by this Agreement equals 26.68 hectares.
- B The Owner and the Minister recognise that the conservation area contains native vegetation which has been mapped to give seven vegetation types (Bell, 2004 and 2009) which include endangered ecological communities listed on Schedule 1 of the *Threatened Species Conservation Act, 1995*. These vegetation types are
- Coastal Narrabeen Moist Forest
  - Coastal Narrabeen Ironbark Forest
  - Narrabeen coastal Blackbutt Forest
  - Coastal Warm Temperate Forest which is part of the endangered ecological community *Lowland Rainforest in the NSW North Coast and Sydney Basin Bioregions*
  - *Phragmites* Rushland which is the endangered ecological community *Freshwater Wetlands on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions*. *Phragmites* wetlands are 80% cleared in the Hunter Central Coast Catchment Management Authority area at the time of this agreement.
  - Estuarine Area Swamp Oak Forest and which is part of the endangered ecological community *Swamp Oak Floodplain Forest of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions*. Swamp Oak forests are 95% cleared in the Hunter Central Coast Catchment Management Authority area at the time of this agreement.
  - Swamp Mahogany Paperbark Forest which is part of the endangered ecological community *Swamp Oak Floodplain Forest of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions*. Swamp Mahogany forests are 60% cleared in the Hunter Central Coast Catchment Management Authority area at the time of this agreement.
- C The Owner and the Minister recognise that the conservation area contains *Melaleuca biconvexa*, which is listed as Vulnerable in Schedule 2 of the *Threatened Species Conservation Act, 1995* and Vulnerable under the *Environment Protection and Biodiversity Conservation Act 1999*.
- D The Owner and the Minister recognise that the conservation area contains habitat suitable for *Litoria aurea* (Green and Golden Bell Frog), which is listed as Endangered on Schedule 1 of

the *Threatened Species Conservation Act, 1995* and Vulnerable under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) and which has been recorded on the site.

- E The Owner and the Minister recognise that the conservation area is adjacent to and protects part of the catchment for Avoca Lake which is a mapped wetland under State Environmental Planning Policy No14.
- F The Owner and the Minister recognise that the Conservation Agreement is a requirement under Clause 7.3.1 of the Private Protected Area Establishment Agreement between the Gosford City Council and the Australian Government, dated the 6 May 1999, for the provision of funding from the National Reserve System Program for the acquisition of Bradleys Road Bushland.
- G Accordingly, the parties hereby enter into the following conservation agreement under Section 69B Part 4 Division 12 of the *National Parks and Wildlife Act 1974*.
- H 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 that part of the Land shown by hatching 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 Government Department responsible for administering Section 69A to KA of the Act;

"**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**" has the meaning as in s69A of the Act and includes any successor in title to the owner within the meaning of s 69E of the Act;

"**pest animal**" means 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;

"**road**" allows the passage of vehicles and persons;

"**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*;

"**track**" allows non-vehicular access only;

"**trail**" allows the passage of vehicles and persons and is of minimal construction, being of limited width and minimal surface improvement;

- 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 Owners shall not construct any new road, access track, trail, 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 construct or cause the construction of a fence along the boundary of the conservation area where adjacent landuse is causing an adverse impact on the conservation area;
  - 2.3.2 maintain existing access tracks in the conservation area;
  - 2.3.3 construct or cause the construction of and maintain signage for educational or information purposes.

**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*, 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 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.

***Control of non-indigenous plants and fauna***

- 2.8 Except as permitted in this Agreement the Owner:
- 2.8.1 must use their best endeavours to control, and where possible remove all non-indigenous plants and non-indigenous fauna from the conservation area identified to have significant detrimental impacts on the conservation area; and
  - 2.8.2 must take such reasonable measures in relation to the control of non-indigenous plants and non-indigenous fauna 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, at the time of entering into this 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 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 must bear the costs of, and incidental to, the preparation of this Agreement including payment of the Owner's reasonable legal costs connected with the execution of the Agreement and any necessary stamp duty and registration fees.

- 7.1 The Owner will bear the costs of, and incidental to, the preparation of this Agreement including payment of the Owner's reasonable legal costs connected with the execution of this Agreement and any necessary stamp duty and registration fees.
  - 7.2 The Minister agrees to notify the Registrar General when this 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
  - 7.3 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.
  - 7.4 The Minister agrees to the extent of his or her statutory responsibilities that the signing of this Agreement shall not render the Owners 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 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 this Agreement is dissatisfied with the conduct of the other party under this Agreement, that party must notify the other and if the dispute cannot be resolved by discussions between the parties it shall be referred to the Director-General who will establish a mechanism whereby the dispute can be resolved.
- 10. 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

\_\_\_\_\_ )  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness Name and address

\_\_\_\_\_  
Date

**SIGNED by the OWNERS: Gosford City Council**

\_\_\_\_\_  
**Executed by the General Manager  
of Gosford City Council  
under delegated authority**

\_\_\_\_\_  
Date

in the presence of

\_\_\_\_\_  
Witness signature

\_\_\_\_\_

\_\_\_\_\_  
Witness Name and address

\_\_\_\_\_  
Date

**Landowners name and address for service of notices:**



Stephen Glen  
General Manager  
Gosford City Council  
49 Mann Street  
Gosford NSW 2250

Draft for Public Exhibition

## 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 native vegetation which has been mapped to give seven vegetation types (Bell, 2004 and 2009) which include endangered ecological communities listed on Schedule 1 of the *Threatened Species Conservation Act, 1995*. These vegetation types are
- Coastal Narrabeen Moist Forest
  - Coastal Narrabeen Ironbark Forest
  - Narrabeen coastal Blackbutt Forest
  - Coastal Warm Temperate Forest which is part of the endangered ecological community *Lowland Rainforest in the NSW North Coast and Sydney Basin Bioregions*
  - *Phragmites* Rushland which is the endangered ecological community *Freshwater Wetlands on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions*. *Phragmites* wetlands are 80% cleared in the Hunter Central Coast Catchment Management Authority area at the time of this agreement.
  - Estuarine Area Swamp Oak Forest and which is part of the endangered ecological community *Swamp Oak Floodplain Forest of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions*. Swamp Oak forests are 95% cleared in the Hunter Central Coast Catchment Management Authority area at the time of this agreement.
  - Swamp Mahogany Paperbark Forest which is part of the endangered ecological community *Swamp Oak Floodplain Forest of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions*. Swamp Mahogany forests are 60% cleared in the Hunter Central Coast Catchment Management Authority area at the time of this agreement.
- B The conservation area contains *Melaleuca biconvexa* (Biconvex Paperbark), which is listed as Vulnerable in Schedule 2 of the *Threatened Species Conservation Act, 1995* and Vulnerable under the *Environment Protection and Biodiversity Conservation Act 1999*.
- C The conservation area contains habitat suitable for *Litoria aurea* (Green and Golden Bell Frog), which is listed as Endangered on Schedule 1 of the *Threatened Species Conservation Act, 1995* and Vulnerable under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) and which has been recorded on the site.
- D The conservation area is adjacent to and protects part of the catchment for Avoca Lake which is a mapped wetland under State Environmental Planning Policy No14.

**2. AERIAL PHOTOGRAPH AND OTHER MAPPING**



**Figure 1 Aerial view of the conservation area (2010).**



Figure 2 Vegetation communities within the conservation area (E1ai Coastal Warm Temperate Rainforest, E6ai Coastal Narrabeen Moist Forest, E6b Coastal Narrabeen Ironbark Forest, E22ai Narrabeen Coastal Blackbutt Forest, E37 Swamp Mahogany – Paperbark Forest, E40a *Phragmites* Rushland, E40i Estuarine Swamp Oak Forest).



Figure 3 Location of photomonitoring points, Bradleys Road Bushland (WGS 1984)

### 3. PHOTO-POINT PHOTOGRAPHS AND OTHER PHOTOGRAPHS



**Figure 4 Photopoint BR1 Coastal Narabeen Blackbutt Forest and Coastal Warm Temperate Rainforest (354069E, 6297726N, WGS 1984, Bearing 225°), July 2011.**



**Figure 5 Photopoint BR2 Coastal Warm Temperate Rainforest. (353725E, 6297585N, WGS 1984, Bearing 135°), July 2011.**



**Figure 6 Photopoint BR3 Coastal Warm Temperate Rainforest, (353752E, 6297556N, WGS 1984, Bearing 135°), July 2011.**



**Figure 7 Photopoint BR4 Coastal Warm Temperate Rainforest, (353762E, 6297541N, WGS 1984, Bearing 90°), July 2011.**



**Figure 8 Photopoint BR5 *Phragmites* Rushland, (353795E, 62977205N, WGS 1984, Bearing 180°), July 2011.**



**Figure 9 Photopoint BR6 Coastal Narabeen Blackbutt Forest, (354017E, 6297435N, WGS 1984, Bearing 270°), July 2011.**





**Figure 10 Photopoint BR7 Coastal Warm Temperate Rainforest, (353961E, 6297492N, WGS 1984, Bearing 0°), July 2011.**

Draft for Public Review



**Figure 11** Location of stand of Biconvex paperbark *Melaleuca biconvexa*. Approximately 150 - 200 mature trees of this species are located within the area outlined in green (above). This location also contains numerous seedlings of the species (2010).



Figure 12 Mature *Melaleuca biconvexa*, Bradleys Road Bushland.



Figure 13 Juvenile *Melaleuca biconvexa*, Bradleys Road Bushland.



Figure 14 Mature *Melaleuca biconvexa*, Bradleys Road Bushland.

## 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.

#### ITEM 1:

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

##### *Control of Weeds and non-indigenous flora*

- 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) according to the directions on the label and ensuring that there is no off-target damage.
  - Use frog-friendly control methods in areas of frog habitat.
  - Using appropriate control measures as recommended in the Department of Industry and Investment *Noxious and Environmental Weed Control 4th Edition 2009* or equivalent replacements for control of weeds, ensuring minimal off target damage.
  - 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).
  - Continue to check for weed invasion and regrowth and treat any outbreaks.
  - Check adjacent areas and gardens for invasive plant species and remove, or control their spread.

##### *Control of Pest animals and non-indigenous fauna*

- b) Monitoring impacts to the conservation area by pest animals and undertaking of on-going control programs for pest animals if appropriate.
  - 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 consistent with advice from the Department and the Livestock Health and Pest Authority.
  - Participate in community pest animal control programs, and encourage neighbours to implement pest animal control programs.

##### *Fire management*

- c) Suppression of all wildfires occurring in the conservation area as quickly as possible with the aim of keeping fires to a small area.
- d) Undertaking of fire hazard reduction 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.
- e) Using fire hazard reduction burns and controlled burning which take into account the recommended fire intervals given in the *Bush Fire Environmental Assessment Code for New South Wales* (Rural Fire Service February 2006) and the guidelines contained in the *Threatened*

*Species Hazard Reduction Lists for the Bush Fire Environmental Assessment Code* or equivalent replacements.

Current recommendations are:

Fire should be excluded from the

- Coastal Warm Temperate Rainforest,
- Estuarine Area Swamp Oak Forest
- *Phragmites* Rushland

In Coastal Narrabeen Moist Forest vegetation, fire should not occur within 30 years of a previous fire.

In Coastal Narrabeen Ironbark Forest vegetation, fire should not occur within 30 years of a previous fire.

In Narrabeen Coastal Blackbutt Forest vegetation, fire should not occur within 30 years of a previous fire.

In Swamp Mahogany Paperbark Forest vegetation, fire should not occur within 10 years of a previous fire.

#### *Vehicle access*

- f) Vehicle access restricted to formed trails except for management purposes, research, fire fighting or and any emergency requirements.

#### *Threatened species*

- g) Implementing any measures included in recovery plans or 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*

- h) Restoration of native vegetation using the preferred method of encouraging and retaining natural regeneration.
- i) Revegetation to establish indigenous plants to maintain the vegetation structure in keeping with the identified vegetation community, 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.

Revegetation methods can include:

- planting
- brush mulching
- direct seeding.

#### *Seed collection*

- j) Collection of seed for non-commercial use in keeping with Guidelines and Codes of Practice developed by Florabank ([www.florabank.org.au](http://www.florabank.org.au)), and the following limitations and permissions:
  - Collect seed in the conservation area only if seed of the particular species and genotype is not available elsewhere, or if the seed collected is intended for seedlings that will be planted within the conservation area or adjacent to the conservation area.
  - Seeds may be collected from within endangered ecological communities and

- Seeds may not be collected from species individually listed on schedules 1, 1A or 2 of the *Threatened Species Conservation Act 1995* without prior written approval from the Director General, or under a licence granted under S132c of the *National Parks and Wildlife Act 1974* or S91 of the *Threatened Species Conservation Act 1995*.
- Seeds may be collected from any protected species listed under Section 131 (Schedule 13) of the *National Parks and Wildlife Act 1974*.
- Seeds may be collected from any other native species.

#### *Thinning of indigenous vegetation*

- k) 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.

#### *Provision of habitat*

- l) Installation of habitat boxes for native fauna in strategic locations where suitable hollows for native fauna are limited or absent. Locations and number to be determined in consultation with the Department.

#### *Cultural heritage*

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

#### *Visitation and research*

- n) 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 Owners. Research projects should be discussed with the Department.

#### *Developments*

- o) Carrying out developments as described in Clause 2.3 of the Agreement, and maintaining developments (including existing fire trails and infrastructure) with the following conditions
  - 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.
  - Construct and maintain fences to be wildlife friendly
  - Construct access trails using recommendations for construction and maintenance to be determined by the Owner in consultation with the Department.
  - Move 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 the conservation area and facilitate restoration of native vegetation by allowing natural regeneration.

#### *Monitoring*

- p) 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 at the time of entering the agreement. This provides baseline information and data for ongoing monitoring and adaptive management of the conservation area.
- q) Photographs at the identified photo-points should be taken from time to time in consultation with the Department officers for the purposes of ongoing monitoring of the conservation values.
- r) The Owner should from time to time, complete a monitoring report, 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 landholders 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 sowing or planting of trees, grasses or other plants in the conservation area
- b) the introduction of any non-indigenous plants or non-indigenous fauna into the conservation area
- c) the entry of domestic animals including pets and domestic livestock in the conservation area
- d) the use or application of fertiliser or pesticides in the conservation area
- e) the use of trail bikes, four wheel drive vehicles or any other vehicle in the conservation area off any formed road
- f) 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)
- g) the removal of any biological or inorganic component of the conservation area.
- h) any works which will adversely affect the natural flows and bodies of water.

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**General Manager**

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**Minister**