



Biodiversity
Conservation
Trust

Biodiversity Stewardship Agreement

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

Biodiversity Stewardship Agreement ID number [REDACTED]

Property Name: [REDACTED]

Part A. Execution

Executed as a deed

Executed by the Minister's Representative
in the presence of the witness named below:

I certify that the delegate is personally known to me or as to whose identity I am otherwise satisfied signed this dealing in my presence.

[redacted]
.....
Signature of delegate

[redacted]
.....
Signature of witness

19.08.2022
.....
Date

[redacted]
.....
Name of witness
(please print)

[redacted]
.....
Name and title of delegate
(please print)

[redacted]
.....
Address of witness
(please print)

Executed by the Owner

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 [redacted] as trustee for [redacted]
[redacted] in accordance with section 127(1) of the Corporations Act 2001 (Cth) acting by:

[redacted]
.....
Signature

[redacted]
.....
Signature

[redacted]
.....
Name of Director
(please print)

[redacted]
.....
Name of Director
(please print)

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 [redacted] in accordance with section 127(1) of the
Corporations Act 2001 (Cth) acting by:

[redacted]
.....
Signature

[redacted]
.....
Signature

[redacted]
.....
Name of Director

[redacted]
.....
Name of Director

Table of contents

Part A. Execution	2
Part B. Parties	5
Part C. Preamble	5
Part D. Consents required under section 5.9 of the Biodiversity Conservation Act	6
Part E. Schedule of Terms	7
Part F. Conditions	11
1. Definitions and interpretation	11
2. Commencement and term	11
3. Aboriginal Objects and Aboriginal Places	11
4. General restrictions on use of Biodiversity Stewardship Site and the Land	11
5. Management Plan	12
6. Exceptions	12
7. Reporting, record keeping and notification requirements	13
8. Owner's obligations where Land is used by third parties	13
9. Change of Owner or Occupant of Land	13
10. Owner to permit access for Research and Monitoring	14
11. Management payments and annual contributions	14
12. Acknowledgment of Support	16
13. Publicity	17
14. GST	17
15. Biodiversity credits	17
16. Owner's warranties as to ownership and Biodiversity	18
17. Owner to obtain all necessary consents and comply with all Laws	18
18. Land Titles Registration	18
19. Right to caveat	19
20. Review	19
21. Indemnity and release	19
22. Variation and termination	19
23. Force majeure	20
24. Dispute resolution	20
25. Disclosure of Deed and information	20
26. Costs	21
27. Delegation of Minister's powers	21
28. Discretion and no fetter	21
29. Default and Minister's rectification rights	21
30. Notices	21
31. General	22
Attachment 1: Biodiversity stewardship site boundary map	25
Attachment 2: Biodiversity credits	26

Part B. Parties

The parties to this Deed are:

- The person or entity named in Item B, subject always to clause 31.1(h) (**Owner**)
- The person or entity named in Item C (**Minister**)

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

Note: The Minister may delegate any of the Minister's functions (other than the power of delegation) to the Environment Agency Head or any person employed in DPE, 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 parties have agreed to enter into a Biodiversity Stewardship Agreement under Part 5 Division 2 of the Biodiversity Conservation Act for the purpose of establishing a Biodiversity Stewardship Site and contributing to the conservation of Biodiversity Values and Biodiversity in New South Wales.
- B. The Minister has delegated the power to enter into this Deed to the Minister's Representative in accordance with section 14.4 of the Biodiversity Conservation Act.
- C. The Owner owns the Land, which includes the Biodiversity Stewardship Site.
- D. The Owner has agreed to:
- (a) carry out Management Actions (which includes refraining from carrying out certain activities); and
 - (b) meet certain Reporting Obligations,
- in relation to the Biodiversity Stewardship Site, and as a result:
- (c) is entitled to Biodiversity Credits determined in accordance with the Biodiversity Assessment Method; and
 - (d) may be entitled to receive payments from the Fund Manager,
- in accordance with the Law and the terms and conditions set out in this Deed.


Part D. Consents required under section 5.9 of the Biodiversity Conservation Act

Entry into and registration of this Biodiversity Stewardship Agreement is consented to by:

[REDACTED]

Part E. Schedule of Terms

Item A	Agreement Date	
Item B	Owner name	
	Name of Owner at Agreement Date	[REDACTED]
	Address for service of notices	[REDACTED]
Item C	Minister	
	Name	The Minister responsible for administering the <i>Biodiversity Conservation Act 2016</i> (NSW) which, as at the Agreement Date, is the Minister for the Environment of the State of New South Wales
	Address for service of notices	Biodiversity Conservation Trust Locked Bag 5022 Parramatta New South Wales 2124 Email: info@bct.nsw.gov.au
Item D	Minister's Representative	
	Name	The person or class of persons to whom the Minister delegates from time to time, pursuant to section 14.4 of the Biodiversity Conservation Act, the exercise of any function of the Minister in relation to biodiversity stewardship agreements under Part 5 Division 2 of the Biodiversity Conservation Act and who, as at the Agreement Date, is the "Senior Executive of the Biodiversity Conservation Trust of New South Wales"
	Address for service of notices	Biodiversity Conservation Trust Locked Bag 5022 Parramatta New South Wales 2124 Email: info@bct.nsw.gov.au
Item E	Fund Manager	
	Name	The Biodiversity Conservation Trust of New South Wales
	Address for service of notices	Biodiversity Conservation Trust Locked Bag 5022 Parramatta New South Wales 2124 Email: info@bct.nsw.gov.au
Item F	Details of Land and Biodiversity Stewardship Site	
	Land	[REDACTED] Note: This agreement applies, including if Registered, to the whole of the Land, which may be comprised of areas larger than, and/or additional to, the Biodiversity Stewardship Site. Certain obligations and restrictions may apply to the whole of the Land, whilst others may apply only to the Biodiversity Stewardship Site itself

	Biodiversity Stewardship Site	The area outlined on the biodiversity stewardship site boundary map in Attachment 1, having an approximate area shown below
	Approximate area of Biodiversity Stewardship Site	
Item G	Aboriginal Objects and Aboriginal Places known to be, or recorded in AHIMS as being, present on Biodiversity Stewardship Site	
(clause 3)	<p>As of 10 August 2021, the Aboriginal Heritage Information Management System register indicates that there are no records of known Aboriginal Objects and/or Aboriginal Places, on or near, the Biodiversity Stewardship Agreement site.</p> <p>Note: The above is based on the Owner's knowledge, and a search that the Minister's Representative has conducted of the Aboriginal Heritage Information Management System (AHIMS) to determine whether any Aboriginal objects or Aboriginal places are recorded in that system as existing in, on, under or in relation to the Biodiversity Stewardship Site. The fact that AHIMS does not have any recordings in relation to the Biodiversity Stewardship Site does not mean that Aboriginal objects or Aboriginal places do not exist in, on under or in relation to the Biodiversity Stewardship Site (and if Aboriginal objects or Aboriginal places are recorded, this does not mean that additional Aboriginal objects or Aboriginal places do not also exist in, on, under or in relation to the Biodiversity Stewardship Site).</p>	
Item H	Biodiversity Stewardship Site Assessment Report	
	The report prepared by an accredited person pursuant to the Biodiversity Conservation Act, titled "Biodiversity Stewardship Site Assessment Report" submitted with the application to enter a biodiversity stewardship agreement for the Biodiversity Stewardship Site and dated 07 April 2022 a copy of which is set out in a document which is separate to this Deed which has been signed by the parties for identification purposes	
Item I	Permitted Exceptions	
(clause 6)	Action	Management Zone/s
	Any activity or any development specifically permitted or required as part of an Identified Legal Requirement	All zones
	Any activity or any development specifically permitted or required as part of a Management Action	All zones
	Recreational activities that are passive in nature, including nature based recreations such as birdwatching and bush walking	All zones
	Traditional Aboriginal cultural activities, except commercial activities	All zones
	Collection of seeds and/or cuttings from the Biodiversity Stewardship Site undertaken in accordance with the Florabank Model Code of Practice	All zones
Item J	Special conditions	
(clause 1(b))	Not applicable	

Payment schedule

(clauses 11 and 14)

Item K	Total fund deposit		
	<p>Note: Section 6.21 of the <i>Biodiversity Conservation Act 2016</i> (NSW) requires that the Total Fund Deposit (or a proportion thereof if not all credits generated in connection with the Biodiversity Stewardship Site are being transferred) must be paid into the Biodiversity Stewardship Payments Fund before the first transfer (or retirement without transfer) of each Biodiversity Credit can be registered</p>		
Item L	Payment schedule years 1 - 20		
	Payment timing	Amount (excluding GST)	
	At the beginning of the first Payment Year		
	At the beginning of the second Payment Year		
	At the beginning of the third Payment Year		
	At the beginning of the fourth Payment Year		
	At the beginning of the fifth Payment Year		
	At the beginning of the sixth Payment Year		
	At the beginning of the seventh Payment Year		
	At the beginning of the eighth Payment Year		
	At the beginning of the ninth Payment Year		
	At the beginning of the tenth Payment Year		
	At the beginning of the eleventh Payment Year		
	At the beginning of the twelfth Payment Year		
	At the beginning of the thirteenth Payment Year		
	At the beginning of the fourteenth Payment Year		
	At the beginning of the fifteenth Payment Year		
	At the beginning of the sixteenth Payment Year		
	At the beginning of the seventeenth Payment Year		
	At the beginning of the eighteenth Payment Year		
	At the beginning of the nineteenth Payment Year		
	At the beginning of the twentieth Payment Year		
	<p>Note: See definition of "Payment Year" which means that payments start on and from the First Payment Date Note: Amounts above are to be increased by CPI in accordance with clause 11.2(a)</p>		
Item M	In perpetuity management costs (on and from year 21)		
	Description of Ongoing management action	Frequency of payment	Amount (excluding GST)
	Biodiversity stewardship site signs	Every 10 years	
	External fence maintenance along road	Annually	
	External fence/gate maintenance shared	Annually	
	Maintain management access tracks	Every 3 years	
	Preparation of ecological burns	Every 8 years	

	Implementation of ecological burns across 3 burn units	Every 8 years	
	Maintenance (weed control)	Annually	
	Control of goats (mustering)	Annually	
	Control of pigs, rabbits and goats (opportunistic shooting)	Annually	
	Control of overabundant kangaroos/exclusion plots	Every 5 years	
	Wild dog management (aerial baiting contribution to LLS)	Annually	
	Post fire monitoring	Every 8 years	
	Annual monitoring - ferals, weeds, photo monitoring, etc	Annually	
	EMM VI plot monitoring	Every 10 years	
	Annual reporting fee	Annually	
	Contractor manager	Annually	
	Council rates	Annually	
	Public liability/property insurance	Annually	
	5 year review of management plan	Every 5 years	
	Annual report	Annually	
	BCT variation fee	Every 5 years	
Item N	Owner's GST status		
	Registered for GST?	Yes	
	<p>Note: If the Owner is carrying on an 'enterprise', and the Owner's annual income from that enterprise meets or exceeds the threshold (which, as at the Agreement Date, is \$75,000 (or \$150,000 for a non-profit organisation)) then, in accordance with the Law as at the Agreement Date, the Owner is required to register for GST.</p> <p>'Enterprise' has a broad definition, and includes activities that are in the form of a business, or in the form of a concern in the nature of trade. Establishing or operating a Biodiversity Stewardship Agreement may be considered an enterprise (or part of an enterprise) and the Owner's annual income under this Deed and for Management Actions would normally be taken into account in determining whether or not the Owner's annual income meets the GST threshold.</p> <p>If you are not carrying on an enterprise, GST will normally not apply to you – but capital gains tax and income tax may still apply. In this case, tick "No" and do not indicate an ABN above. If you do not meet the monetary threshold, but you are carrying on an enterprise, you are still entitled to register for GST if you wish and you may indicate a registered ABN above.</p> <p>Please note that the Minister cannot register an Owner for GST or provide tax advice, and the Owner should obtain and rely on independent advice sourced by the Owner (eg the Owner's accountant) as to the appropriate GST status and position</p>		

Part F. Conditions

1. Definitions and interpretation

- (a) Defined terms used in this Deed are capitalised and the meaning of such terms is set out in the Dictionary in Attachment 5. Provisions relating to interpretation of this Deed are set out in clause 31.1. Definitions and interpretation applying only to Attachment 4 are set out within Attachment 4.
- (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

This Deed:

- (a) is entered into for the purpose of establishing a Biodiversity Stewardship Site under Division 2 of Part 5 of the Biodiversity Conservation Act; and
- (b) commences on the Agreement Date and, subject to the terms of this Deed and the Law, applies in perpetuity and if registered with the Registrar-General is binding on successors in title.

3. Aboriginal Objects and Aboriginal Places

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 Biodiversity Stewardship Site, including any objects or places described in Item G.

4. General restrictions on use of Biodiversity Stewardship Site and the Land

- (a) The Owner must not, and must ensure that any Owner Associates do not:
 - (i) do anything;
 - (ii) omit to do anything;
 - (iii) allow any act or omission by a third party, that may have a negative impact on:
 - (iv) Biodiversity Values, or
 - (v) Biodiversity, including any Protected Animals, Native Plants, Threatened Species, Threatened Ecological Communities, and their habitatsin, on, under or in relation to the Biodiversity Stewardship Site, except to the extent specifically permitted by this Deed (including under clause 6 and the Management Plan) or the Law.
Note: "habitats" will generally include bush rock and fallen timber.
- (b) Without limiting clause 4(a), the Owner must not:
 - (i) carry out, or allow to be carried out, any Development in, on, under or in relation to the Biodiversity Stewardship Site except to the extent specifically permitted by this Deed (including under clause 6 and the Management Plan) or the Law; or
 - (ii) Subdivide the Biodiversity Stewardship Site.
Note: Native vegetation may only be cleared on a Biodiversity Stewardship Site if it is a Permitted Exception and to the extent and in the manner permitted by this Deed. See Item I.
- (c) The Owner may Subdivide the Land (but not that part of the Land comprising the Biodiversity Stewardship Site) if the Minister is satisfied that the Subdivision will have no negative impact on the Biodiversity or Biodiversity Values in, on or in relation to the Biodiversity Stewardship

Site. The Owner must obtain the Minister's written consent prior to taking any steps to Subdivide the Land.

5. Management Plan

5.1 Generally

The Owner must comply with the Management Plan, including carrying out all Management Actions.

Note: the Minister may direct that payments be made to assist with the costs of carrying out the Management Actions - see clause 11.

5.2 Time for compliance with a Management Action

- (a) An obligation to carry out a Management Action:
 - (i) commences on a date set out in, or determined in accordance with, the Management Plan;
 - (ii) must be carried out within the time frames specified in the Management Plan (where time frames are specified);
 - (iii) must be carried out in accordance with the conditions specified in the Management Plan (where conditions are specified); and
 - (iv) continues in perpetuity, unless otherwise specified in the Management Plan.
- (b) Despite clause 5.2(a)(ii) the obligation to carry out a Management Action continues until the Management Action has been carried out even if the due date for completion of the Management Action has passed.

5.3 Third parties may carry out Management Action

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.

5.4 Obligation to refrain

- (a) 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 Biodiversity Stewardship Site prior to that date or event.
- (b) 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.

6. Exceptions

Despite any other provision of this Deed, the Owner:

- (a) may carry out, or cause or permit to be carried out, any Permitted Exception in compliance with this Deed; and
- (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 comply with any part of a Management Plan to the extent that to do so would be inconsistent with any Identified Legal Requirement.

Permitted Exceptions are the activities described in the table in Item I. Identified Legal Requirements are set out in the Dictionary (Attachment 5). The Owner still need to comply with all Laws in carrying out any Permitted Exception or Identified Legal Requirement (see clause 17)

7. Reporting, record keeping and notification requirements

7.1 Standard reporting obligation

The Owner must comply with the Reporting Obligations.

7.2 Incident reporting

The Owner must notify the Minister 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 Biodiversity Stewardship Site,
- (b) any threat to any of the Biodiversity Values, or Biodiversity, on the Biodiversity Stewardship Site, or
- (c) any breach of this Deed, or any document which is expressed to be ancillary to this Deed, and such notice must include all of the following information:
 - (d) the nature, location and time of the incident;
 - (e) the impact, or anticipated impact, of the incident on Biodiversity and Biodiversity Values on the Biodiversity Stewardship Site;
 - (f) the measures that have been taken or will be taken in response to the incident;
 - (g) any provision of this Deed which may have been breached;
 - (h) the extent of any damage caused by, or anticipated to result from, the incident; and
 - (i) the measures which have been taken, or are proposed to be taken, by the Owner to prevent a recurrence of, and minimise the damage arising from or in connection with, the incident.

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).

8. Owner's obligations where Land is used by third parties

- (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.

9. Change of Owner or Occupant of Land

9.1 Notification

- (a) The Owner must notify the Minister 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 9.1(a)(iii) or 9.1(a)(iv) must include the name and address and other relevant contact details of the New Owner or Occupant.

9.2 Obligation to provide copy of Deed to any New Owner

The Owner must provide a copy of:

- (a) this Deed; and
- (b) all records required to be kept pursuant to the Reporting Obligations,

to any New Owner before completion of the Sale.

9.3 Right to withhold payments for site splitting

The Minister may withhold payments due under this Deed if ownership of the Land has been split, and this Deed has not been varied to allocate obligations, and entitlement to payment, as between the new Owners.

Note: site splitting can occur where part of the Land is sold or where different parts of the Land are gifted to 2 or more beneficiaries, including under a will, with the effect that legal ownership of different parts of the Land is separated. The Owner should contact the Minister before taking any steps to gift or sell anything less than the whole of the Land to others to ensure that payments are not affected.

Under clause 5.7 of the Biodiversity Conservation Regulations as at the Agreement Date the Minister may only agree to a variation, including for site splitting, if it is satisfied that the variation will not have a negative impact on the Biodiversity Values protected by the agreement (or that any negative impact will be offset by other measures required to be taken by the Owner). Clause 22 of this Deed sets out how a variation may be agreed.

10. Owner to permit access for Research and Monitoring

- (a) The Owner must do all reasonable things to allow any Authorised Entrant to safely and reasonably access the Biodiversity Stewardship Site at any time to carry out Research or Monitoring, but only where the Minister, Minister's Representative 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 Biodiversity Stewardship Site and the nature of the Research or Monitoring to be conducted.

Note: Clause 11.3(c) allows the withholding of payments if the Owner restricts access.

- (b) Unless otherwise agreed between the parties, reasonable notice for the purpose of clause 10(a) will be at least:
 - (i) 5 Business Days for Monitoring; and
 - (ii) 5 Business Days for Research.

- (c) The requirements in clauses 10(a) and 10(b) 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 biodiversity stewardship sites) 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 biodiversity stewardship agreement and for obtaining information or records for purposes connected with the administration of the Biodiversity Conservation Act.

11. Management payments and annual contributions

11.1 Direction to pay

- (a) Subject to clauses 11.1(b) and 11.3(a), the Minister will direct the Fund Manager to make payments:
 - (i) equal to the Payment Amount on or after each corresponding date (or the date that the relevant event occurs) in the Payment Table, increased in accordance with clause 11.2;
 - (ii) from the Relevant Account; and
 - (iii) to the Owner's Nominated Bank Account.
- (b) The Minister may only make the direction referred to in clause 11.1(a):
 - (i) after the First Payment Date;
 - (ii) if the Relevant Account has sufficient funds to cover the Management Payment;

- (iii) if the Owner has submitted the Annual Report for the most recent Reporting Period in accordance with this Deed; and
- (iv) if the Minister has reviewed the Annual Report for the most recent Reporting Period and is satisfied:
 - (A) with the content of the Annual Report; and
 - (B) that the Owner has complied with the Owner's obligations under this Deed during the most recent Reporting Period.

11.2 CPI increase

- (a) The parties acknowledge that the amounts specified in the Payment Tables are present values as at the Agreement Date and are exclusive of GST (for GST registered Owners) and that each amount is to be increased to the amount which is "PA" in the formula below:

$$PA = \frac{A \times B}{C}$$

Where:

- (i) A is the dollar value (\$) of the amount as set out in the Payment Table prior to indexation by CPI
- (ii) B is the CPI for the June Quarter published immediately prior to the date that payment is due to be made
- (iii) C is the CPI for the June Quarter published immediately prior to the Agreement Date provided that, each amount in the Payment Tables will remain unchanged if applying the formula above would result in the amount decreasing.

11.3 Withholding, reduction and additional payments

- (a) The Minister may direct that Management Payments should not be made, or should be reduced or delayed, for a specified period of time or until further notice:
 - (i) if the Relevant Account has an Operational Deficit greater than the Operational Deficit Threshold;
 - (ii) whilst the Owner owes the Minister any amount in respect of any breach or negligence by the Owner under this Deed or at Law, including any amount payable under clause 21.2(a) or 26, in which case the Minister may set off the amounts owed by the Owner against the Management Payments;
 - (iii) where this Deed has been terminated; or
 - (iv) where clause 23 applies.

Note: Withholding or lowering payments when funds in the account are below the Operational Deficit Threshold may help to preserve the long-term financial viability of the account for the Owner.

- (b) If the Minister directs that Management Payments be reduced or not be made for a specified period of time or until further notice in accordance with clause 11.3(a), then the Minister may (but is not required to), by written agreement with the Owner, suspend or vary any of the Owner's obligations to carry out Management Actions under this Deed for the same period of time or some other period.

Note: The Minister must not agree to any variation or suspension under clause 11.3(b) unless the Minister is satisfied that the suspension or variation does not have a negative impact on the Biodiversity Values protected by the Deed or that other measures required by the Minister have been taken by the Owner to offset any such negative impact.

- (c) If the Owner does not comply with this Deed, including clause 10(a) in relation to access for Monitoring, the Fund Manager may withhold any payment due to the Owner under clause 11.1(a) until such time as the Owner complies with this Deed.
- (d) The Owner acknowledges that the Minister may, in addition to the Management Payments, direct additional payments to be paid from the Biodiversity Stewardship Payments Fund to the Owner, but only to the extent permitted by the Biodiversity Conservation Act.

11.4 Annual Contribution

- (a) The Owner authorises the Minister to deduct and retain the Annual Contribution for the relevant Payment Year (and any outstanding Annual Contributions from any previous Payment Year) from each Management Payment made to the Owner.
- (b) Despite clause 11.4(a), if the Minister does not, or is not able to, deduct and retain the Annual Contribution in accordance with clause 11.4(a), the Owner must pay the Annual Contribution in accordance with the Owner's obligations under the Biodiversity Conservation Act.
- (c) The Minister will, where relevant following a Management Payment, issue the Owner with an invoice confirming that the Annual Contribution has been deducted from the relevant Management Payment.

Note: under section 6.38(7) of the Biodiversity Conservation Act the Minister may waive the annual contribution in certain circumstances.

11.5 Bank account details

- (a) The Owner must, before it is entitled to receive any payments under this Deed, give the Fund Manager written notice:
 - (i) specifying the details of the Owner's bank account into which the Owner wishes to receive payments under this Deed, including the:
 - (A) account name;
 - (B) name of the bank;
 - (C) BSB; and
 - (D) account number; and
 - (ii) evidence of the written consent of all Owners of the Biodiversity Stewardship Site to such bank account details.
- (b) The Owner may, from time to time, change the details of its bank account by giving the Fund Manager at least 5 Business Days written notice (which notice must contain the same details and consents referred to in clauses 11.5(a)(i) and 11.5(a)(ii)).

Note: The Owner must serve notice of its bank account details in accordance with clause 30. The Owner may only nominate another bank account that is also in the Owner's name. It is not possible to nominate a third party bank account.

- (c) For the avoidance of doubt, the Fund Manager is not:
 - (i) required to start making any payments under this Deed until at least 5 Business Days after the date that the Owner provides a proper notice under clause 11.5(a);
 - (ii) required to start making payments to any alternative or new bank account until at least 5 Business Days after the date that the Owner provides a proper notice under clause 11.5(b);
 - (iii) liable to the Owner for any loss of any payments through failure of the financial institution in which the payments have been deposited; or
 - (iv) required to re-pay any amount that it paid to the Nominated Bank Account if the Owner's bank account details have not been properly updated in accordance with clause 11.5(b).

12. Acknowledgment of Support

- (a) The Owner must acknowledge NSW Government's support in accordance with the Funding Acknowledgement Guidelines as notified by the Minister including acknowledgement of NSW Government support on signage and in any other public communications.
- (b) The Owner must, unless the Minister agrees otherwise, use the NSW Government's Waratah logo in conjunction with all acknowledgements of NSW Government support in accordance with the Funding Acknowledgement Guidelines.

13. Publicity

- (a) The Owner must provide the Minister with at least 15 Business Days' notice of any proposed announcements, launches or public events relating to the biodiversity stewardship agreement for the Biodiversity Stewardship Site, 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 provision of funding to the Owner and progress on completing the Management Actions. Where practicable to do so, the Minister will give the Owner advance notice of such communications and their content.

14. GST

14.1 Owner may recover 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, except where clause 14.2 applies.

Note: Definitions used in this clause are defined in the Dictionary under "GST Act".

- (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 14.1(a).

14.2 Minister may issue recipient created Tax Invoices

- (a) The parties acknowledge that, if the Owner is registered for GST, recipient created tax invoices will be issued from the Biodiversity Stewardship Payments Fund [REDACTED] [REDACTED] on payment of the Management Payments.
- (b) The recipient created tax invoices will be for the supply by the Owner of the Owner's obligation to carry out the Management Actions under this Deed.
- (c) The recipient created tax invoices will be issued on payment of the Management Payments.
- (d) Under this recipient created tax invoice agreement, the Owner guarantees that the Owner will not issue any Tax Invoice for the Supplies.
- (e) The Owner must notify the Fund Manager immediately if the Owner ceases to be registered for GST.
- (f) The Biodiversity Stewardship Payments Fund is registered for GST and the Minister will notify the Owner promptly if the Biodiversity Stewardship Payments Fund ceases to be registered.

15. Biodiversity credits

- (a) The parties agree that each of the Biodiversity Credits listed in Attachment 2 are created by this Deed either:
 - (i) on the Registration Date; or,
 - (ii) on the date determined in accordance with, or on the happening of the event, as specified in relation to that credit in Attachment 2.

- (b) Once a Biodiversity Credit is created, then unless otherwise required by this Deed or any other arrangement, the Owner may retain or sell the Biodiversity Credit at the Owner's discretion.

Note: The sale price of each Biodiversity Credit will be negotiated between the Owner and the buyer and will be affected by supply and demand for the relevant class of Biodiversity Credit. When a credit is sold, the amount paid for the purchase price for the credit must be paid into the Biodiversity Stewardship Payments Fund until the full Total Fund Deposit for the Biodiversity Stewardship Site has been paid into the Biodiversity Stewardship Payments Fund. There is no certainty that the Owner will be able to sell the Biodiversity Credits for their market value as at the date of the Biodiversity Stewardship Assessment Report or entry into the Agreement.

- (c) To avoid doubt, the retirement, suspension or cancellation of any or all of the Biodiversity Credit does not affect the Owner's obligations to comply with the Management Plan, including carrying out the Management Actions.
- (d) The Owner acknowledges that:
- (i) Biodiversity Credits may be varied, suspended or cancelled in certain circumstances under the Biodiversity Conservation Act; and
 - (ii) no compensation is payable by the Minister in respect of such variation, suspension or cancellation except where compensation is payable under the Biodiversity Conservation Act or at Law.
- (e) The Owner warrants that it will not allow any mortgage, lease, charge or other security over the Biodiversity Credits, except as authorised by the Regulations.

16. Owner's warranties as to ownership and Biodiversity

The Owner warrants 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;
- (b) the Owner is not aware of any challenge to the Owner's ownership of the Land, and
- (c) there has been no sudden or significant decline in the Biodiversity and Biodiversity Values on the Biodiversity Stewardship Site since the Assessment Date.

17. Owner to obtain all necessary consents and comply with all Laws

- (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 licences, consents, authorisations, permits and approvals necessary for, and comply with all Laws in relation to carrying out the Owner's obligations under, or activities permitted under, this Deed, including any Permitted Exceptions and the Management Actions (if any).

18. Land Titles Registration

- (a) The Minister will:
- (i) Register this Deed, as soon as practicable after the Agreement Date, subject to the Owner's compliance with clauses 15 and 18(b) where applicable; and
 - (ii) register any Site Sketch Plan, which plan is to be prepared by the Owner, 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 Minister to facilitate Registration, including signing relevant dealing forms and any abstracts.

Note: The costs of preparing and registering this Deed, and the cost of registration fees are addressed in clause 26.

19. Right to caveat

The Owner agrees that the Minister may register a caveat or priority notice against the Land to protect its interests under the Biodiversity Conservation Act and this Deed.

Note: The Minister will generally not lodge a caveat or priority notice once this Deed has been properly Registered.

20. Review

- (a) The Owner must procure a Formal Review of the Management Plan and provide a copy of such Formal Review to the Minister within the 6 month period commencing on each Review Date.
- (b) Nothing in this clause 20 requires either party to agree to a variation to any part of the Deed proposed by another party as a result of a Formal Review.

21. Indemnity and release

21.1 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.

21.2 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.

22. Variation and termination

- (a) This Deed may only be varied or terminated in writing and in accordance with the Biodiversity Conservation Act.
- (b) The Owner waives any right to request voluntary termination in accordance with sections 5.10(5) and (6) of the Biodiversity Conservation Act.
- (c) This clause 22 does not affect the ability of the Minister and the Owner to terminate this Deed by consent in accordance with section 5.10(2)(a) of the Biodiversity Conservation Act (including where the circumstances described in subsection 5.10(6) of the Biodiversity Conservation Act apply).

- (d) The Owner acknowledges that no compensation is payable by the Minister or the Minister's Representative 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.

23. Force majeure

- (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 Minister 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 Minister 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 Minister informed of the expected duration of the effect of the Force Majeure Event and the steps it takes to comply with clause 23(b)(ii).

Note: see also clause 7.2 which requires the Owner to give the Minister notice of certain events affecting the Biodiversity Stewardship Site.

24. Dispute resolution

- (a) If a party believes that a Dispute has arisen, then, subject to clause 24(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 24.
- (b) If a Dispute Notice is given then the Owner and the Minister 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 24 prevents:
- (i) any party from seeking urgent interlocutory relief in relation to a breach of this Deed; or
 - (ii) the Minister exercising the Minister's rights under the Biodiversity Conservation Act.
- (d) Section 5.17 of the Biodiversity Conservation Act prevails over the terms of this Dispute Resolution Process to the extent of any inconsistency.

Note: This clause is not intended to limit the rights of the Minister 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.

25. Disclosure of Deed and information

The Owner consents to the Disclosure Information being made publicly available as part of the register of private land conservation agreements maintained by the Environment Agency Head and acknowledges that that Disclosure Information may be made available to the public on the government website maintained by the Environment Agency Head.

26. Costs

26.1 Legal costs

- (a) Each party must pay its own costs and disbursements in relation to:
 - (i) the preparation, negotiation and finalisation of this Deed.
 - (ii) everything it must do under this Deed unless otherwise specified in this Deed.
- (b) Unless otherwise agreed, the Owner must pay the Minister's costs, including legal costs, of preparing any variation to this Deed that is proposed by the Owner, including in connection with Site Splitting.

26.2 Registration and survey costs

- (a) Subject to clause 26.2(b), the Minister must pay any fees for registering this Deed.
- (b) The Owner must pay in the case of a variation of this Deed, the registration fee and the Minister's costs associated with the registration of the variation.

27. Delegation of Minister's powers

- (a) The Owner acknowledges that the Minister may delegate his or her functions in this agreement in accordance with s 14.4 of the Biodiversity Conservation Act.
- (b) If the Minister delegates a new person, or class of persons, to be the new Minister's Representative during the term of this Agreement then that new Minister's Representative must, as soon as reasonably practicable after such delegation, notify the Owner of the new Minister's Representative and, if necessary, update the Notice Address of the Minister's Representative in accordance with clause 30.1(c).

Note: as at the Agreement Date, under the Biodiversity Conservation Regulations the Minister may delegate the Minister's powers under the Biodiversity Conservation Act to (among others) the NSW BCT, a member or a committee of the Board of the NSW BCT, or an employee of the NSW BCT.

28. Discretion and no fetter

- (a) Except as otherwise set out in this Deed, and subject to any Law, the Minister 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 Minister, in the Minister's absolute and unfettered discretion. The Minister 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 Minister, the Environment Agency Head or the Minister's Representative to do anything that would cause any of those persons to be in breach of any of their 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.

29. Default and Minister's rectification rights

The Owner acknowledges that the Minister has rights under the Biodiversity Conservation Act and at Law in the event of a default by the Owner under this Deed, including rectification rights.

30. Notices

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) The Owner must give a notice or any other information or document to the Minister by giving it to the Minister's Representative at the Notice Address, unless the Minister or Minister's Representative has advised it is required to be given specifically to the Minister.
- (c) 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 or other information or document 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, 4 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 9 in relation to Owner obligation to give notice to the Minister on change of ownership.

31. General

31.1 Interpretation

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:

- (a) headings and Notes are inserted for convenience only and do not affect the interpretation of this Deed;
- (b) any reference to an action, or carrying out an action, in this Deed includes a reference to doing anything or refraining from doing anything;
- (c) a reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars;
- (d) 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;
- (e) a reference in this Deed to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced;
- (f) a reference to a clause, part, schedule, annexure or attachment is a reference to a clause, part, schedule, annexure or attachment of or to this Deed;
- (g) 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;
- (h) a reference to any party to this Deed includes that party's successors and permitted assigns;
- (i) 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;
- (j) a reference to this Deed includes the agreement recorded in this Deed; and
- (k) any schedules, annexures and attachments form part of this Deed.

31.2 When this Deed becomes binding

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.

31.3 Joint and several liability

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.

31.4 Nature of obligations

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.

31.5 Consent and approvals

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.

31.6 Waiver

The fact that the Minister fails to do, or delays in doing, something the Minister is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, the Owner.

31.7 Severability

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.

31.8 Enforceability

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 (eg the Environment Agency Head in its capacity as an Authorised Entrant).

31.9 Governing law

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.

31.10 Whole agreement

This Deed comprises the whole of the agreement between the parties in respect of the subject matter of this Deed.

31.11 No warranties or representations

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 Minister in relation to the subject matter of this Deed.

31.12 Further acts

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.

31.13 Non merger

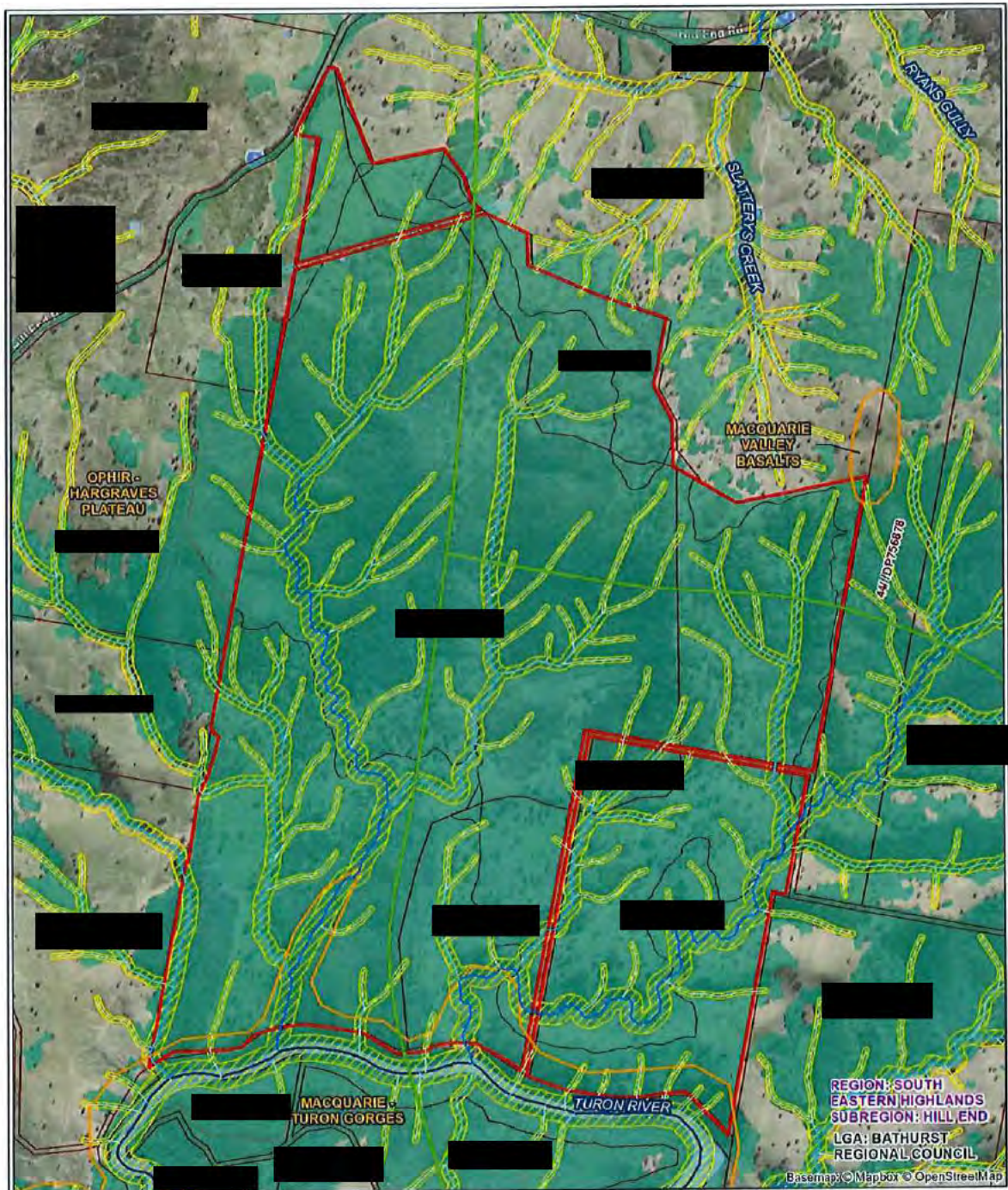
A term or condition of, or act done in connection with, this Deed does not operate as a merger of any of the rights or remedies of the parties under this Deed and those rights and remedies continue unchanged.

31.14 No right of set-off

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

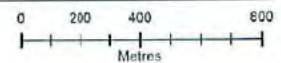
Note: "no right of set-off" means the Owner must make payments required under this Deed to the Minister without deducting amounts that the Owner believes the Minister owes the Owner. Any amounts that the Minister owes to the Owner under this Deed must be dealt with separately and must not be deducted.

Attachment 1: Biodiversity stewardship site boundary map



Site Map

- | | |
|--|------------------------------|
| Stewardship Site | Major Tracks (3.5m width) |
| [Redacted] | Riparian Buffer |
| IBRA Region/Subregion (boundary not visible at this scale) | Waterbodies |
| Mitchell Landscapes | Strahler Stream Order |
| 11kV electricity supply (20m wide) | 1st Order |
| Cadastre (NSW Digital Cadastral Database) | 2nd Order |
| Native Vegetation Cover | 3rd Order |
| Connectivity | 4th Order |
| | 5th Order and Greater |



Datum/Projection:
GDA 1994 MGA Zone 55
Project: 12040-KR Date: 30/06/2022



Attachment 2: Biodiversity credits

Ecosystem or species credit	Credit name	Number created	Creation event or trigger
Ecosystem credit	266-White Box grassy woodland in the upper slopes sub-region of the NSW South Western Slopes Bioregion [including HBT]	[REDACTED]	Registration on title
Ecosystem credit	266-White Box grassy woodland in the upper slopes sub-region of the NSW South Western Slopes Bioregion [non HBT]	[REDACTED]	Registration on title
Ecosystem credit	277-Blakely's Red Gum - Yellow Box grassy tall woodland of the NSW South Western Slopes Bioregion [non HBT]	[REDACTED]	Registration on title
Ecosystem credit	290-Red Stringybark - Red Box - Long-leaved Box - Inland Scribbly Gum tussock grass - shrub low open forest on hills in the southern part of the NSW South Western Slopes Bioregion [including HBT]	[REDACTED]	Registration on title

Attachment 3: Reporting Obligations

Part 1 – Records

1. The Owner must create the following records:
 - (a) for a Management Action (other than a Management Action requiring the Owner to refrain from an activity), details of the date and location/s the Management Action was carried out and a description of such Management Actions that were undertaken;
 - (b) diaries recording actions undertaken in accordance with the Management Plans;
 - (c) for an inspection required by this Deed, details of the date, time, location and nature of the inspection, the name of the person who conducted the inspection and observations from the inspection; and
 - (d) the results of monitoring, inspections or surveys required to be conducted by this Deed.
2. The Owner must retain a copy of each Annual Report.
3. The Owner must keep all records required to be kept by this Deed:
 - (a) in a legible form, or in a form that can readily be reduced to a legible form (this includes photographs), and
 - (b) for at least 10 years after the event to which they relate took place, unless specified otherwise.
4. The Owner must produce any records required to be kept by this Deed to the Minister, the Minister's Representative or any Authorised Officer on request by the Minister, the Minister's Representative or an Authorised Officer.

Part 2 – Annual Reports

1. The Owner must complete and submit an Annual Report to the Minister for approval within 14 days after the end of each Reporting Period.
2. An Annual Report must be submitted by registered post, or by such other means as is agreed with the Minister in relation to a particular Reporting Period.
3. The Annual Report relating to the Reporting Period commencing on the First Payment Date must also report on the period between the end of the previous Reporting Period and the First Payment Date.
4. If there is a change in ownership of a Biodiversity Stewardship Site during a Reporting Period, each Owner of the Biodiversity Stewardship Site during the 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. Any Owner who ceases to be the Owner of the Biodiversity Stewardship Site during a Reporting Period must submit the Annual Report for the period during which they were the Owner, within 30 days after they cease to be an Owner of the Biodiversity Stewardship Site.

Attachment 4: Management Plan

Definitions

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

Other terms are defined in the Dictionary.

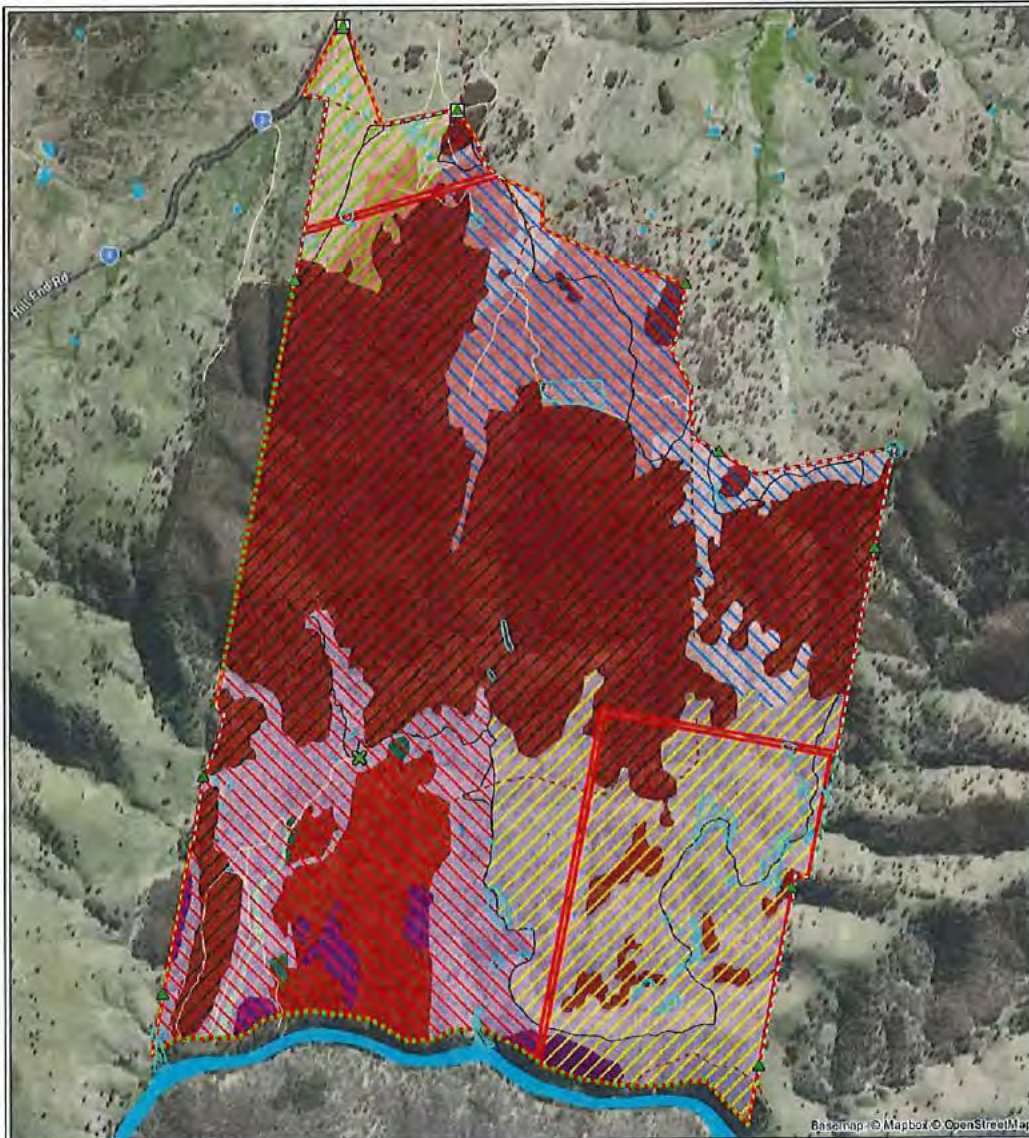
Word/s	Meaning
Biodiversity Stewardship Site Assessment Report	The document described in Item H
Biodiversity Stewardship Site Management Actions Map	The map showing Management Zones, management features (e.g. firetrails) and the location of Management Actions in the Biodiversity Stewardship Site
Ecological Burn	Burning of Native Vegetation undertaken to help stimulate Native Plant regeneration, control weeds and enhance Biodiversity
Ecological Burn Map	The map included in the Fire for Conservation Management Plan identifying the areas of the Biodiversity Stewardship Site to be burnt, based on broad habitat zones, during each Ecological Burn
Ecological Burn Unit	An area within the Biodiversity Stewardship Site comprised of one or more Management Zones over which the same regime of ecological burning is applied
Ecosystem Credit	The meaning given in the Biodiversity Assessment Method Note: This definition may change from time to time, with changes in the Biodiversity Assessment Method, but on the Agreement Date the meaning was: "a measurement of the value of threatened ecological communities, threatened species habitat for species that can be reliably predicted to occur within a PCT, and PCTs generally. Ecosystem credits measure the loss in biodiversity values at a development site and the gain in biodiversity values at a biodiversity stewardship site"
Feral Pest	Pest animal species not native to Australia including fox, cat, pig, goat, horse, avian pests and other miscellaneous species
Fertiliser	The meaning given in the <i>Biosecurity Act 2015</i> (NSW) Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was: "(a) a substance that consists of or contains nitrogen, phosphorus or potassium (or any combination of nitrogen, phosphorus or potassium) and is manufactured, represented, sold or used as a means for directly or indirectly supplying nutriment for the purpose of enhancing the development, productivity, quality or reproductive capacity of vegetation, other than a substance excluded from this definition by the regulations, or (b) any other substance prescribed by the regulations to be a fertiliser"
Fire for Conservation Management Plan	The plan titled "Fire for Conservation Management Plan" included in Section 2 of this Management Plan
High Threat Exotic Plant Cover	The meaning given to it in the Biodiversity Assessment Method Note: The definition may change from time to time, with changes in the Biodiversity Assessment Method, but on the Agreement Date this meaning was "plant cover composed of vascular plants not native to Australia that if not controlled will invade and outcompete native plant species"

Word/s	Meaning
High Threat Exotic Species	A vascular plant not native to Australia that if not controlled will invade and outcompete Native Plant species. Also referred to in this Attachment as High Threat Weed Species
Hollow-dependent Threatened Species	Threatened Species for which tree hollows (sometimes of a particular size or with particular characteristics) are a key component of their habitat and are critical for the persistence of that species in the landscape
Integrated Feral Pest Management Plan	The plan titled "Integrated Feral Pest Management Plan" included in Section 5 of this Management Plan
Integrated Weed Management Plan	The plan titled "Integrated Weed Management Plan" included in Section 6 of this Management Plan
Large Woody Debris	Large, fallen dead tree branches and trunks
Living Ground Cover	All living vegetation below 1m in height including native and non-native ground cover species
Local Land Services	The statutory corporation established under the <i>Local Land Services Act 2013</i> (NSW).
Monitoring Plan	The plan titled "Monitoring Plan" included in Section 7 of this Management Plan
Native Vegetation Management Plan	The plan titled "Native Vegetation Management Plan" included in Section 3 of this Management Plan
Other Weed Species	A plant not native to Australia and not otherwise identified as a High Threat Weed Species
PCT	Plant Community Type
Pesticide	<p>The meaning given in Section 5 of the <i>Pesticides Act 1999</i> (NSW)</p> <p>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was:</p> <p>"(a) an agricultural chemical product (within the meaning of the Agvet Code), or (b) a veterinary chemical product (within the meaning of the Agvet Code) that:</p> <p>(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 Stock Medicines Act 1989 as a low-risk veterinary chemical product.</p> <p>...a pesticide continues to be regarded as a pesticide even when it is mixed with some other substance (whether or not the other substance is a pesticide). However, a pesticide does not include a prescribed mixture or a mixture of a prescribed class or description"</p>
Photo Point	A location within the Biodiversity Stewardship Site and identified in Part 9.2 of Section 1 of this Management Plan at which a series of photographs is taken in all directions (360°) for the purpose of monitoring change in vegetation condition over time
Rubbish	Any anthropogenic waste material other than that identified in this Management Plan as being used to achieve a specific biodiversity management purpose

Word/s	Meaning
Sediment Trap	A temporary or permanent structure used to collect, trap and store sediment to prevent entry of sediment to a waterway
Species Credits	The meaning given in the Biodiversity Assessment Method. Note: This definition may change from time to time with changes in the Biodiversity Assessment Method, but on the Agreement Date the meaning was "the class of biodiversity credits created or required for the impact on threatened species that cannot be reliably predicted to use an area of land based on habitat surrogates. Species that require species credits are listed in the Threatened Biodiversity Data Collection"
Species Polygon	An identification of the area or count and location of the suitable habitat for a Species Credit species on the Biodiversity Stewardship Site, prepared as part of the Biodiversity Stewardship Site Assessment Report
Stock	The meaning given in the <i>Local Land Services Act 2013</i> (NSW), and including any animal declared to be stock under the <i>Local Land Services Regulation 2014</i> (NSW) Note: This definition may change from time to time with changes in Law, but on the Agreement Date the meaning was: "cattle, horses, sheep, goats, camels, alpacas, llamas, pigs, deer, ostriches, emus or, in relation to any specified provision or provisions of this Act, any other kind of animal declared by the regulations to be stock for the purposes of that provision or those provisions"
Targeted Supplementary Planting	Planting of locally indigenous native plants in one or more areas of the Biodiversity Stewardship Site to: a) increase Native Plant species richness and foliage cover of a vegetation zone above the level determined for management gain, and/or b) restore or enhance the native plant species composition and structure of recognisable PCTs, and/or c) improve habitat suitability for specific Threatened Species
Threatened Biodiversity Data Collection	The meaning given to it in the Biodiversity Assessment Method Note: This definition may change from time to time with changes in the Biodiversity Assessment Method but on the Agreement Date the meaning was "part of the BioNet database, published by DPE (previously the Office of Environment and Heritage) and accessible from the BioNet website at www.bionet.nsw.gov.au "
Threatened Species Habitat Management Plan	The plan titled "Threatened Species Habitat Management Plan" included in Section 4 of this Management Plan
Threatened Species Habitat map	The map of Threatened Species locations and Species Polygons within the Biodiversity Stewardship Site
Vegetation Integrity Survey Plot	The meaning given to 'plot' in the Biodiversity Assessment Method and described in Section 5.3.4 of the Biodiversity Assessment Method Note: This definition may change from time to time with changes in the Biodiversity Assessment Method, but on the Agreement Date the meaning was "an area within a vegetation zone in which site attributes are assessed"
Vegetation Zone	The meaning given in the Biodiversity Assessment Method Note: This definition may change from time to time with changes in the Biodiversity Assessment Method, but on the Agreement Date the meaning was "a relatively homogenous area of native vegetation on a development site, land to be biodiversity certified or a biodiversity stewardship site that is the same PCT and broad condition state"

Section 1: Management Actions

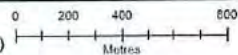
Management Actions
Biodiversity Stewardship Site Management Actions Map



Management Actions

- Stewardship Site
- Waterbodies
- Management Actions**
- ▲ BSA Sign
- Gate
- Camp ground to be closed and rubbish removed
- Patches of high density pasture weeds
- Major Tracks (3.5m width)
- Other tracks (to be closed)
- Existing fenceline to be retained
- New fencing
- New line of sight markers
- Internal fencing to be removed

- Management Zones**
- Management Zone A (Vegetation Zones 2 & 3)
- Management Zone B (Vegetation Zones 2 & 3)
- Management Zone C (Vegetation Zone 7)
- Management Zone D (Vegetation Zones 5 & 7)
- Management Zone E (Vegetation Zone 1)
- Vegetation Zones**
- Zone 1 - PCT 290 (Trees)
- Zone 2 - PCT 290 (Regeneration)
- Zone 3 - PCT 290 (DNG)
- Zone 4 - PCT 277 (Trees)
- Zone 5 - PCT 277 (DNG)
- Zone 6 - PCT 266 (Trees)
- Zone 7 - PCT 266 (DNG)



Datum/Projection:
 GDA 1994 MGA Zone 55
 Project: 12040-KR Date: 14/12/2021

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Management Actions		
Part 1	Fire management	Timing
1.1 (Required management action)	The Owner must implement and comply with the Fire for Conservation Management Plan.	Ongoing from First Payment Date
Part 2	Grazing management	Timing
2.1 (Required management action)	The Owner must not graze Stock on the Biodiversity Stewardship Site.	Ongoing from Agreement Date.
2.2 (Required management action)	This part is not applicable	N/A
2.3 (Required management action)	If, at any time, the Owner observes Stock in any area of the Biodiversity Stewardship Site, other than an area where grazing is permitted, the Owner must take necessary measures to remove the Stock from the area immediately.	Ongoing from Agreement Date
Part 3	Native Vegetation management	Timing
3.1 (Required management action)	Native Vegetation on the Biodiversity Stewardship Site must not be cut down, felled, thinned, logged, killed, destroyed, poisoned, ringbarked, uprooted, burnt or otherwise removed, except: (a) in accordance with Part 3.6.4 of this section; (b) it is specifically permitted or required as part of a Management Action; or (c) it is essential to a carry out an action permitted under clause 6 of this Deed.	Ongoing from Agreement Date
3.2 (Required management action)	Where Part 3.1 of this section permits Native Vegetation on the Biodiversity Stewardship Site to be burnt, it may only occur in accordance with the Fire for Conservation Management Plan.	Ongoing from Agreement Date
3.3 (Required management action)	Native Vegetation must be managed on the Biodiversity Stewardship Site to improve Threatened Species habitat if required as part of a Management Action for Threatened Species on the Biodiversity Stewardship Site under this Deed.	Ongoing from First Payment Date.

Management Actions		
3.4 (Required management action)	<p>(a) Except as permitted by Part 3.4(b), and to as far as practicable, the Owner must prevent where possible nutrients from Fertilisers and other sources (other than those that would occur as a result of natural ecosystem function) from entering the Biodiversity Stewardship Site, including waterways within the Biodiversity Stewardship Site.</p> <p>(b) Fertilisers and Pesticides must not be applied on the Biodiversity Stewardship Site, except where permitted or required as part of a Management Action specified in the Native Vegetation Management Plan. Use of Fertilisers for establishing Native Vegetation through planting or seeding, use of herbicides for controlling weeds or use of Pesticides for controlling feral pests may be undertaken in accordance with best practice management when required to undertake Management Actions specified in the Native Vegetation Management Plan.</p>	Ongoing from Agreement Date
3.5 (Active restoration action)	Native Vegetation and habitat management and augmentation must be implemented as set out in Part 3.6 (including sub-parts 3.6.1 to 3.6.5) and in Part 3.7 in accordance with Management Actions specified in the Native Vegetation Management Plan.	Ongoing from First Payment Date.
3.6 (Active restoration action)	<p>Targeted Supplementary Planting must be undertaken in accordance with this Part 3.6 and the Native Vegetation Management Plan to:</p> <ul style="list-style-type: none"> a) increase Native Plant species richness and foliage cover above the level determined for management gain, and/or b) restore or enhance the Native Plant species composition and structure of recognisable PCTs, and/or c) improve habitat suitability for specific Threatened Species. 	Ongoing from First Payment Date.
3.6.1 (Active restoration action)	<p>The Owner must undertake Targeted Supplementary Planting of the species indicated in the planting schedule as set out in the Native Vegetation Management Plan for the Biodiversity Stewardship Site.</p> <p>If the Owner cannot complete the planting within the timeframe indicated in the planting schedule due to local weather conditions, the Owner must complete the planting as soon as possible after that date and must make a record of and retain the reasons why the planting was not completed by the required time.</p>	Ongoing from First Payment Date
3.6.2 (Active restoration action)	<p>The Native Vegetation Management Plan must specify the period following planting or seeding over which grazing must be excluded from areas of Targeted Supplementary Planting. The period may be expressed as a period of time prior to a specified date, or by reference to a minimum height of the plants that must be reached before grazing can occur.</p> <p>An area over which Targeted Supplementary Planting has occurred must not be grazed for the period referred to above.</p> <p>After that date has occurred or height has been met, grazing in the areas of planting or seeding must be managed in accordance with Part 2 of this Section 1.</p> <p>The Owner must make a record of the date when the height requirement for each relevant area of Targeted Supplementary Planting has been reached, and maintain that record in accordance with the record keeping requirements in Part 1 of Attachment 3 of this Deed and the Monitoring Plan.</p>	Ongoing from First Payment Date

Management Actions		
3.6.3 (Active restoration action)	<p>The Owner must monitor each area of Targeted Supplementary Planting in accordance with the Monitoring Plan and determine the success of planting relative to the performance indicators specified in the Native Vegetation Management Plan</p> <p>The Owner must document whether the plantings have established and survived, and retain the findings in accordance with the record keeping requirements in Part 1 of Attachment 3 of this Deed and the Monitoring Plan.</p> <p>If, after the first survey or subsequent surveys, the establishment and survival rate of plants in an area of planting are below those identified in relevant performance measures, the Owner must supplement the planting in the adversely affected areas within a reasonable timeframe (usually within 12 months, though this can be varied and recorded in a diary with reasons for variation, if the weather is unsatisfactory for the establishment and survival of plants or seeds).</p>	Ongoing from First Payment Date.
3.6.4 (Active restoration action)	<p>All areas of Targeted Supplementary Planting must be managed as required to assist the establishment and survival of Native Plant species.</p> <p>Management includes watering, slashing, scalping, spraying of weeds, plant replacement and strategic grazing by Stock (in accordance with Part 2 above) at strategic times of the year to control weeds to improve Biodiversity Values. The dates of planting must be recorded in accordance with the record keeping requirements set out in Part 1 of Attachment 3 of this Deed and the Monitoring Plan.</p>	Ongoing from Agreement Date
3.6.5 (Active restoration action)	Plants used for Targeted Supplementary Planting must be obtained from locally collected provenances, unless there are reasons to do otherwise (e.g. to ensure genetic variability or for adaptation to climate change).	Ongoing from Agreement Date
3.7 (Active restoration action)	This Part is not applicable	N/A
Part 4	Threatened Species habitat management and enhancement	Timing
4.1 (Required management action)	The Owner must protect breeding habitat features and sites for all Threatened Species for which Species Credits or Ecosystem Credits have been created. Known breeding sites of Threatened Species on the Biodiversity Stewardship Site are shown on the Threatened Species Habitat map.	Ongoing from Agreement Date
4.2 (Required management action)	The Owner must undertake all Management Actions described in the Threatened Species Habitat Management Plan. The Threatened Species Management Plan is to include all practical and relevant management actions identified in the Threatened Biodiversity Data Collection for a Threatened Species for which Species Credits or Ecosystem Credits have been created.	Ongoing from First Payment Date
4.3 (Active restoration action)	This Part is not applicable	N/A

Management Actions		
Part 5	Hydrology Management	Timing
5.1 (Active restoration action)	This Part is not applicable	N/A
Part 6	Integrated Feral Pest Control	Timing
6.1 (Required management action)	The Owner must implement and comply with the Integrated Feral Pest Management Plan.	Ongoing from First Payment Date
Part 7	Integrated weed management and control of High Threat Exotic Plants	Timing
7.1 (Required management action)	The Owner must implement the Integrated Weed Management Plan. The Integrated Weed Management Plan must include measures to: <ul style="list-style-type: none"> (a) control the spread of High Threat Exotic Species and other weed species within the Biodiversity Stewardship Site. (b) undertake fine-scale intensive removal of High Threat Exotic and other exotic vegetation. 	Ongoing from First Payment Date
7.2 (Active restoration action)	This Part is not applicable	N/A
Part 8	Management of human disturbance	Timing
8.1 (Required management action)	<ul style="list-style-type: none"> (a) Dead timber (whether standing or fallen and including branches and leaf litter) must not be removed from or moved within the Biodiversity Stewardship Site except for the personal (non-commercial) use by the Owner for firewood for one dwelling only or for repair of fencing (not for construction of fencing). (b) The Owner must document in writing any dead timber used for firewood or for fencing repair and keep such records in accordance with the record keeping requirements described in Part 1 Attachment 3 of the Deed and the Monitoring Plan. The Owner must record the approximate amount of dead timber collected from the Biodiversity Stewardship Site for use as firewood or for fencing (in lineal metres), the location from which the dead timber was collected and the date it was collected (month, year). 	Ongoing from Agreement Date
8.2 (Required management action)	<ul style="list-style-type: none"> (a) The Owner must take all reasonable steps to prevent, control and remedy erosion on the Biodiversity Stewardship Site. (b) Soil management for preventing and controlling erosion must be undertaken using best practice soil management techniques applied as relevant for the Biodiversity Stewardship Site. 	Ongoing from First Payment Date
8.3 (Required management action)	The Owner must not: <ul style="list-style-type: none"> (a) remove, or cause or permit to be removed, rocks from the Biodiversity Stewardship Site; or (b) move, or cause or permit to be moved, rocks within the Biodiversity Stewardship Site. 	Ongoing from Agreement Date

Management Actions		
8.4 (Required management action)	<ul style="list-style-type: none"> (a) Rubbish existing on the Biodiversity Stewardship Site at the Agreement Date is identified on the Biodiversity Stewardship Site Management Actions Map. (b) The Owner must remove Rubbish identified on the map described above in Part 8.4(a) from the Biodiversity Stewardship Site in an appropriate manner. 	Ongoing from First Payment Date
8.5 (Required management action)	The Owner must take all reasonable steps to remove Rubbish deposited by others on the Biodiversity Stewardship Site, or which is otherwise present on the Biodiversity Stewardship Site.	Ongoing from First Payment Date
8.6 (Required management action)	The Owner must not store, dispose of, or cause or permit to be disposed of, any Rubbish on the Biodiversity Stewardship Site.	Ongoing from Agreement Date
8.7 (Required management action)	<ul style="list-style-type: none"> (a) The Owner must install and maintain fencing and signage to deter human disturbance including Rubbish dumping. Signage must be obtained from the NSW BCT. (b) When installing and maintaining fencing and signage, the Owner must meet the following requirements: <ul style="list-style-type: none"> a. Maintain 300m of external fence along the road frontage. b. Replace/repair 2.8km of shared fencing along east and western boundaries. c. Maintain 5.7km of shared fencing along northern boundary. d. Remove 4.3km of internal fencing and gates. e. Install 10 biodiversity stewardship site signs on the main access gate and on the north gate adjoining two properties, along the shared northern boundary and along shared east and west boundaries. Indicative locations are provided on the Management Actions Map dated 14/12/2021. (c) Fencing requiring replacement or repairs will follow the BCT <i>Essential conservation fencing infrastructure guidelines</i> consisting of 7-line wires of pre-fab mesh (30cm x 12cm squares), plain wire top and bottom with 8m spacings between steel posts. (d) Install Total Grazing Pressure management fencing at strategic locations along the boundary as per Table 2 (TPG standard sites) of the BCT fencing guidelines within the first two years of the agreement to deter goat incursion from neighbouring properties. <p>Barb wire will be removed from fencing during replacement to ensure that the fence design conforms to the wildlife friendly fencing standards, in accordance with the BCTs Essential Conservation Fencing Guidelines (for example plain wire with mesh). Existing fences will not be required to be retrofitted to meet wildlife friendly fencing standards and will be upgraded according to the timing allocated within the TFD – 1.14km / 3 years</p> <p>Line of site markers will be installed along 1 km of the western boundary of the biodiversity stewardship site where the boundary fence is outside the property boundary. Markers will be a white surveyors post located every 50 m.</p>	<p>Signage must be installed within 2 months of the First Payment Date</p> <p>All other requirements in Part 8.7 are ongoing from First Payment Date</p>

Management Actions		
8.8 (Required management action)	The locations of existing and proposed man-made structures (where permitted or required by a Management Action) on the Biodiversity Stewardship Site, including fencing, gates, firetrails and access tracks are identified on the Biodiversity Stewardship Site Management Actions Map.	On Agreement Date
8.9 (Required management action)	<p>(a) Existing firetrails and access tracks within the Biodiversity Stewardship Site (identified on the Biodiversity Stewardship Site Management Actions Map), where retained, must be maintained to permit the carrying out of Management Actions.</p> <p>(b) All existing firetrails and access tracks within the Biodiversity Stewardship Site must be maintained to control and minimise erosion.</p>	Ongoing from Agreement Date
Part 9	Monitoring	Timing
9.1 (Required Management action)	The Owner must undertake monitoring in accordance with the Monitoring Plan.	Ongoing as specified in Section 7 – Monitoring Plan
9.2 (Required management action)	The Owner must establish permanent Photo Points at locations within the Biodiversity Stewardship Site as described in the Monitoring Plan	Ongoing from Agreement Date
9.3 (Required management action)	The Owner must conduct, or arrange for the conduct of, an inspection of the Biodiversity Stewardship Site at the times, and having regard to the purpose, set out in the Monitoring Plan.	Ongoing as specified in Section 7 – Monitoring Plan
9.4 (Required management action)	<p>(a) The Owner must establish permanent Vegetation Integrity Survey Plots within 12 months after the Agreement Date with the purpose of providing a baseline for assessing Biodiversity outcomes in the future.</p> <p>(b) The Vegetation Integrity Survey Plots must be permanently marked and labelled using steel posts (i.e. star picket or equivalent durable post).</p> <p>(c) The Owner must record the location and label of each of the Vegetation Integrity Survey Plots in the Monitoring Plan using the format described therein.</p>	Within 12 months of the Agreement Date and ongoing thereafter
9.5 (Required management action)	<p>(a) The Owner must monitor the Biodiversity Stewardship Site for evidence of plant disease or dieback within the Native Vegetation present on the site.</p> <p>(b) The Owner must report any evidence of plant or animal disease on the site to the NSW BCT as soon as practicable.</p>	Ongoing as specified in Section 7 – Monitoring Plan
9.6 (Active restoration action)	This part is not applicable	N/A

Section 2: Fire for Conservation Management Plan

1. Previous known fire events affecting the land that is the Biodiversity Stewardship Site are described in the table in this plan titled 'Fire history for previous 20 years (or longer if known)' to provide an indication of local fire conditions including intensity and frequency.
2. The Owner must carry out Ecological Burns for each Management Zone according to the following:
 - (a) the method and frequency described in the table in this plan titled 'Ecological Burning actions';
 - (b) the areas to be burnt identified in the Ecological Burn Map;
 - (c) the requirements for each vegetation type or Threatened Species as described in the table in this plan titled 'Fire requirements for vegetation types and threatened species'.
 - (d) the following NSW Rural Fire Service publications:
 - (i) 'Rules and Notes for implementation of the Threatened Species Hazard Reduction List for the Bush Fire Environmental Assessment Code';
 - (ii) 'Threatened Species Hazard Reduction List – Part 1 – Plants';
 - (iii) 'Threatened Species Hazard Reduction List – Part 2 – Animals'; and
 - (iv) Threatened Species Hazard Reduction List – Part 3 – Threatened Ecological Communities'; and
 - (e) establish a mosaic-pattern of different burn ages (i.e. time since fire) across Ecological Burn Units (as displayed on the Ecological Burn Map) to ensure the Biodiversity Stewardship Site retains refuge areas for native fauna at all times.
3. The Owner must take the fire frequencies recommended in BioNet or other published sources of any Threatened Species on the Biodiversity Stewardship Site into consideration when determining the frequency of Ecological Burns.
4. The Owner must avoid areas containing Threatened Species when constructing fire containment lines.
5. The Owner must implement the activities (if any) described in the table in this plan titled 'Other fire management activities'.
6. The Owner must meet the performance measures described in the table in this plan titled 'Fire Management Performance Measures'.
7. The Owner must implement the monitoring and inspections of fires as described in the Monitoring Plan.

Fire history for previous 20 years (or longer if known)

Year of fire	Hazard reduction, wildfire burn or Ecological Burn and extent of fire	Management Zone/s
1950	The fire history of the biodiversity stewardship site is unknown. The last known wildfire to occur on the biodiversity stewardship site is in the 1950's possibly due to lightning strike.	All zones
2020	Jan 2020 a small wildfire burnt approximately 2 ha of woodland in the northern section of the biodiversity stewardship site.	Burn Unit A

Fire requirements for vegetation types and Threatened Species

Vegetation type and/or Threatened Species	Fire frequency required	Time of year for burning	Fire intensity required	Adjustment required due to wildfires or activities undertaken under the Rural Fires Act 1997 (NSW)
PCT 290	Preferentially apply prescribed fires at longer intervals (greater than 25 years). Avoid fires at intervals less than five years. Avoid fire exclusion at intervals greater than 50 years.	If fuels are sufficiently dry and suitable weather conditions exist, a burn may be conducted during autumn through to early spring, generally in May, August or September.	Small scale low intensity. The characteristics of a low intensity burn include: • Low flame height to about 1 m • Low scorch height, less than 5 m • Low rate of spread, ie walking pace	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred.
PCT 266	No fires more than once every 5 years. Preferentially apply prescribed fire at longer intervals but not exceeding 40 years. Occasional intervals greater than 15 years may be desirable.	If fuels are sufficiently dry and suitable weather conditions exist, a burn may be conducted during autumn through to early spring, generally in May, August or September.	Small scale low intensity. The characteristics of a low intensity burn include: • Low flame height to about 1 m • Low scorch height, less than 5 m • Low rate of spread, ie walking pace	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred.
PCT 277	No fires more than once every 5 years. Preferentially apply prescribed fire at longer intervals but not exceeding 40 years. Occasional intervals greater than 15 years may be desirable.	If fuels are sufficiently dry and suitable weather conditions exist, a burn may be conducted during autumn through to early spring, generally in May, August or September.	Small scale low intensity. The characteristics of a low intensity burn include: • Low flame height to about 1 m • Low scorch height, less than 5 m • Low rate of spread, ie walking pace	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred.

Ecological Burning actions

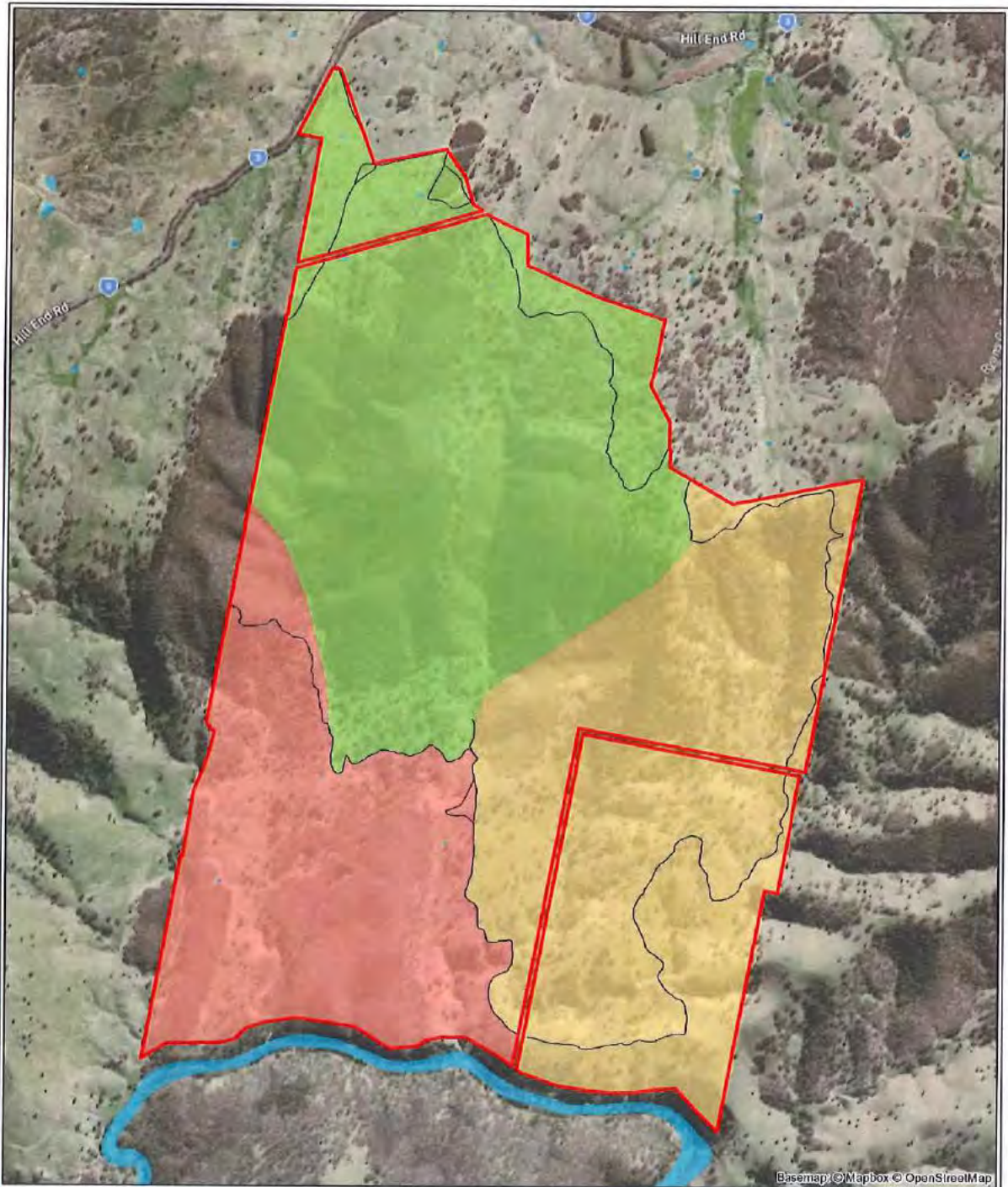
Management Zone/s	Actions	Supervision & extinguishing techniques	Time of year for Ecological Burn	Frequency (years)
Burn Unit A	Low intensity ecological burns should be carried out at an interval between eight and 24 years with the majority of cycles with at least a eight year interval.	Suitably experienced organisations are to be engaged to prepare the burn	If fuels are sufficiently dry and suitable weather conditions	Year eight and at appropriate intervals afterwards.

	<p>Fires which will affect the crown of remnant paddock trees within this burn unit should not be undertaken at the lower end of this year range.</p> <p>Burns should be in a mosaic pattern. Small scale patchy burns are appropriate so that all areas of one burn unit are not affected. Burns are subjected to seasonal ability to conduct burns and any wildfire events (refer to Ecological Burn Unit Map).</p>	<p>area and undertake the burn. Light -up/ extinguishing techniques as applicable which may include temporary containment lines comprising of existing management trails, slash breaks or wet lines.</p>	<p>exist, a burn may be conducted during autumn through to early spring, generally in May, August or September</p>	
Burn Unit B	<p>Low intensity ecological burns should be carried out at an interval between eight and 24 years with the majority of cycles with at least a eight year interval.</p> <p>Crown fires should not occur at the lower end of this range.</p> <p>Burns should be in a mosaic pattern. Small scale patchy burns are appropriate so that all areas of one burn unit are not affected. Burns are subjected to seasonal ability to conduct burns and any wildfire events (refer to Ecological Burn Unit Map).</p>	<p>Suitably experienced organisations are to be engaged to prepare the burn area and undertake the burn. Light -up/ extinguishing techniques as applicable which may include temporary containment lines comprising of existing management trails, slash breaks or wet lines.</p>	<p>If fuels are sufficiently dry and suitable weather conditions exist, a burn may be conducted during autumn through to early spring, generally in May, August or September</p>	<p>Year 16 and at appropriate intervals afterwards.</p>
Burn Unit C	<p>Low intensity ecological burns should be carried out at an interval between eight and 24 years with the majority of cycles with at least a eight year interval.</p> <p>Crown fires should not occur at the lower end of this range.</p> <p>Burns should be in a mosaic pattern. Small scale patchy burns are appropriate so that all areas of one burn unit are not affected. Burns are subjected to seasonal ability to conduct burns and any wildfire events (refer to Ecological Burn Unit Map).</p>	<p>Suitably experienced organisations are to be engaged to prepare the burn area and undertake the burn. Light -up/ extinguishing techniques as applicable which may include temporary containment lines comprising of existing management trails, slash breaks or wet lines.</p>	<p>If fuels are sufficiently dry and suitable weather conditions exist, a burn may be conducted during autumn through to early spring, generally in May, August or September</p>	<p>Year 24 and at appropriate intervals afterwards.</p>

Other fire management activities (where required)

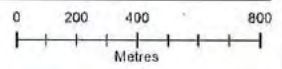
- All plot markers are to be maintained in the same position. If noted to have been damaged or disturbed during or by undertaking any ecological burns, they must be replaced.
- Suppress unplanned fires that may occur on the biodiversity stewardship site (if safe and able to do so) if the timing and frequency is not aligned to the fire management strategy for that particular management zone.
- Monitor the ability of native plants and animals to recover between fires and review fire regimes where relevant.
- Rehabilitate areas disturbed by fire suppression operations as soon as practical after the fire.
- Revise and adjust the fire management strategies as required to take account of new information and emerging threats over time.

Ecological Burn Map

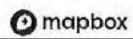


Ecological Burn Units

-  Stewardship Site
-  Major Tracks (3.5m width)
-  Waterbodies
- Ecological Burn Units**
-  Ecological Burn Unit A
-  Ecological Burn Unit B
-  Ecological Burn Unit C



Datum/Projection:
GDA 1994 MGA Zone 55
Project: 12040-KR Date: 14/12/2021



Fire Management Performance Measures	
Management Zone/s	Performance indicator (e.g. % Management Zone burnt)
Burn Unit A	50-60% of burn unit during treatment
Burn Unit B	50-60% of burn unit during treatment
Burn Unit C	50-60% of burn unit during treatment

Section 3: Native Vegetation Management Plan

1. The Owner must carry out Native Vegetation Management for each Management Zone according to the method and frequency described in the table in this plan titled 'Native Vegetation Management Actions';
2. The Owner must undertake Targeted Supplementary Planting in accordance with the table in this plan titled 'Targeted Supplementary Planting Schedule at the Biodiversity Stewardship Site'.
3. The Owner must meet the performance measures described in the table in this plan titled 'Native Vegetation Management Performance Measures'.
4. The Owner must implement the monitoring of Native Vegetation management as described in the Monitoring Plan.

Native Vegetation Management Actions

Management Zone	Description of Vegetation Management action	Frequency and timing	Management Action Type (Required or Active)
All zones	Retain any native regrowth in all zones. Remove stock from grazing and ensure fencing is stock proof to prevent them entering.	Ongoing from agreement date	Required management
All zones	Weed mapping to prevent the spread of weeds and manage high threat exotic vegetation. Weed removal and management is detailed further in Section 6 Integrated Weed Management Plan	Ongoing from agreement date	Required management
MZA, MZB MZC, MZD	Natural regeneration will be monitored to determine the amount of natural regeneration occurring	Year 3 ongoing until year 15	
All zones (except E)	<p>Tree and shrub planting may be undertaken where natural regeneration of canopy and shrub species does not occur following the removal of stock and commencement of management actions. Should natural regeneration not be evident in MZA by year 5, MZB by year 6, MZC by year 7 and MZD by year 8, planting of trees may occur if required to supplement regeneration.</p> <p>If planting is required, the following will apply:</p> <ul style="list-style-type: none"> • Tree and shrub planting will consist of tube stock or hiko cells of local provenance as shown in item 3.6.5 in Section 1. • Collection technique, seed preparation and growing should be as per the Florabank Best Practice Guidelines. • Trees and shrubs to be used are listed in the "Planting Schedule" below. • Alternative species may be considered at the time of planting should supply be limited or issues with certain species be identified such as 	Year 5	Active management if required.

	<p>problems with disease or insect attack.</p> <ul style="list-style-type: none"> • All trees and shrubs be protected by robust tree guards to prevent grazing by feral and native animals until of an adequate size to withstand grazing. • Tree and shrub planting can commence following first payment and following appropriate pre-planting weed and ground treatment. • Plantings in each zone will be undertaken at the rates shown in the "Planting Schedule". Numbers may vary depending on supply and availability of species. • Planting should be undertaken in autumn to allow time for establishment. • Trees and shrubs will be unevenly spaced and planted in patches to mimic natural distribution. • Plants should be installed by hand or with an auger. A hole twice the depth and width of the root-ball should be dug. • Plants should be watered at least twice, once immediately after planting. Planting can be scheduled immediately before rain events to satisfy this condition. • Watering of plants should occur at the end of any period of dry weather exceeding 28 days without a rainfall event of 20 mm or more over a 2-day period within the first year following planting. • Small areas of grass removal around plantings may occur to remove competition for water and light. 		
MZA	Planting of trees may occur if after five years natural regeneration is not evident. Shrubs may be planted in year 7 to supplement the vegetation based on an upper limit of 10 trees / ha and 100 shrubs per ha if required.	Year 5 & Year 7	Active management if required
MZB	Planting of trees may occur if after six years natural regeneration is not evident. Shrubs may be planted in year 8 to supplement the vegetation based on an upper limit of 5 trees / ha and 100 shrubs per ha if required.	Year 6 & Year 8	Active management if required
MZC	Planting of trees may occur if after seven years natural regeneration is not evident. Shrubs may be planted in years 9 -13 to supplement the vegetation based on an upper limit of 5 trees / ha and 40 shrubs per ha if required.	Year 7, 8, 9 & 10	Active management if required

MCD	Planting of trees may occur if after seven years natural regeneration is not evident. Shrubs may be planted in year 10 -13 to supplement the vegetation based on an upper limit of 5 trees / ha and 40 shrubs per ha if required.	Year 8, 9 and 10	Active management if required
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Targeted Supplementary Planting Schedule at the Biodiversity Stewardship Site

Species' common name	Species scientific name	Management Zone/s of planting	Number of plants per area	Planting method	Timing (months or Year)
Red Stringybark	<i>Eucalyptus macrorhyncha</i>	MZA MZB	Up to 100 Up to 70	Tube stock or hiko cell using local provenance seeds with follow up watering for first three days after planting and once every week until rainfall greater than 40 mm in one event is received. Proportion of each species to be planted are not precise and will be based on availability at time of planting.	Year 5 and 7 (Autumn)
Red Box	<i>Eucalyptus polyanthemos</i>	MZA MZB	Up to 50 Up to 50	As above	Year 5 and 7 (Autumn)
Long-leaved Box	<i>E. gonicalyx</i>	MZA MZB	Up to 30 Up to 20	As above	Year 5 and 7 (Autumn)
Inland Scribbly Gum	<i>E. rossii</i>	MZA MZB	Up to 20 Up to 10	As above	Year 5 and 7 (Autumn)
White Box	<i>E. albens</i>	MZC MZD	Up to 300 Up to 200	As above	Years 6-10 (Autumn)
Blakely's Red Gum	<i>E. blakelyi</i>	MZC MZD	Up to 220 Up to 100	As above	Years 6-10 (Autumn)
Yellow Box	<i>E. melliodora</i>	MZC MZD	Up to 105 Up to 50	As above	Years 6-10 (Autumn)
SHRUBS					
Silver wattle	<i>Acacia dealbata</i>	MZA MZB	Up to 500 Up to 600	As above	Years 7-10 (Autumn)
Box leaved wattle	<i>Acacia buxifolia</i>	MZA MZB	Up to 300 UP to 400	As above	Years 7-10 (Autumn)

Western Silver Wattle	<i>Acacia decora</i>	MZA MZB MZC MZD	Up to 300 Up to 400 Up to 1000 Up to 750	As above	Years 7-10 (Autumn) Years 9-14
	<i>Pultenaea procumbens</i>	MZA MZB	Up to 150 Up to 200	As above	Years 7-10 (Autumn)
	<i>Daviesia leptophylla</i>	MZA MZB	Up to 150 Up to 200	As above	Years 7-10 (Autumn)
Pink Beard-health	<i>Leucopogon ericoides</i>	MZA MZB	Up to 100 Up to 200	As above	Years 7-10 (Autumn)
Fan Grevillea	<i>Grevillea ramosissima</i>	MZA MZB	Up to 100 Up to 200	As above	Years 7-10 (Autumn)
	<i>Brachyloma daphnoides</i>	MZA MZB	Up to 100 Up to 200	As above	Years 7-10 (Autumn)
Hoary guinea flower	<i>Hibbertia obtusifolia</i>	MZA MZB MZC MZD	Up to 100 Up to 200 Up to 2000 Up to 1000	As above	Years 7-10 (Autumn) Years 9-14
Urn-heath	<i>Melichrus urceolatus</i>	MZA MZB MZC MZD	Up to 100 Up to 200 Up to 1000 Up to 500	As above	Years 7-10 (Autumn) Years 9-14
Peach Heath	<i>Lissanthe strigosa</i>	MZA MZB MZC MZD	Up to 100 Up to 200 Up to 1000 Up to 600	As above	Years 7-10 Years 9-14 (Autumn)

Native Vegetation Management Performance Measures

Management Zone/s	Management Action	Performance indicator (e.g. % of Management Zone treated per year, % survival rate of plantings, species abundance).	Timing
MZA MZB	Supplementary planting	100% of MZA and MZB subject to replanting treatment for trees and shrubs (if and where supplementary planting is required).	Year 7
		Survival rate of trees and shrubs planted >75%	Year 10
		Planting in overstorey expected to increase species richness of native groundcover species.	Year 20
MZC MZD	Natural revegetation flora monitoring	Increase in native species across DNG MZ's (MZC and MZD).	Year 11
MZC	Supplementary planting	100% of MZC subject to replanting treatment if required	Year 12

		Survival rate of trees and shrub plantings \geq 75%.	Year 12	
MZD	Supplementary planting	100% of MZD subject to replanting treatment if required	Year 12	
		Survival rate of trees and shrub plantings \geq 75%.	Year 12	
Section 4: Threatened Species Habitat Management Plan				
<ol style="list-style-type: none"> 1. The Owner must carry out the Management Actions for each Management Zone according to the method and frequency described in the table in this plan titled 'Threatened Species Habitat Management Actions'; 2. The Owner must meet the performance measures described in the table in this plan titled 'Threatened Species Habitat Management Performance Measures'. 3. The Owner must implement the monitoring of Threatened Species habitat management as described in the Monitoring Plan. 				
Threatened Species Habitat Management Actions				
Name of Threatened Species	Description of habitat management action	Management Zone/s	Frequency and timing	Management Action Type (Required or Active)
N/A	N/A	N/A	N/A	N/A
Threatened Species Habitat Management Performance Measures				
Management Zone/s	Management Action	Performance indicator (e.g. % of Management Zone treated per year, % survival rate of plantings, species abundance, number of nestboxes occupied).	Timing	
N/A	N/A	N/A	N/A	

Section 5: Integrated Feral Pest Management Plan

1. Feral Pests existing on the Biodiversity Stewardship Site, and their extent or severity of impact, as at the Agreement Date are listed in the table below titled "Feral pests".
2. The table below titled "Methods considered" lists possible methods of control of Feral Pests and the suitability of such methods to the Biodiversity Stewardship Site.
3. The Owner must control Feral Pests for each Management Zone according to the method and frequency described in the table below titled "Methods of control". The methods of control will apply to the Feral Pests listed in the 'Feral pests' table.
4. The Owner should seek advice from Local Land Services on how to effectively and legally implement Feral Pest control prior to commencing any control methods on the Biodiversity Stewardship Site. If any methods advised or recommended by Local Land Services differ from those identified in this Integrated Feral Pest Management Plan, the Owner must advise the NSW BCT in writing prior to commencing control activities.
5. The Owner must carry out such activities as are specified (if any) in the table below titled "Other Management Activities".
6. The Owner must implement monitoring of existing and new Feral Pests on the Biodiversity Stewardship Site, as described in the Monitoring Plan and with reference to the performance measures specified in the table below titled "Integrated Feral Pest Management Performance Measures".
7. The Owner must complete the templates in the Monitoring Plan titled "Diary template for Feral Pest management" and "Template for reporting of monitoring activities – Feral Pest management" to record implementation of this Integrated Feral Pest Management Plan and monitoring activities.

Feral Pests

Pest	Name of Feral Pest	Description of extent/severity of impact	Management Zone/s
A	European Red Fox (<i>Vulpes vulpes</i>)	Likely to be utilising the site, most likely as part of a larger home range across the local landscape.	All zones
B	European Rabbit (<i>Oryctolagus cuniculus</i>)	Recorded on the stewardship site. Scattered occurrence of species with evidence of low infestation, likely to be present in all zones.	All zones
C	Pig (<i>Sus scrofa</i>)	Recorded on the stewardship site. Likely to be utilising the site, most likely as part of a larger home range across the local landscape.	All zones
D	Feral Cat (<i>Felis catus</i>)	Not recorded on site but likely to be utilising the site, most likely as part of a larger home range across the local landscape.	All zones
E	Goat	Recorded on site in moderate numbers. Likely to be utilising the site, most likely as part of a larger home range across the local landscape.	All zones
F	Dog	Not recorded on site but likely to be utilising the site, most likely as part of a larger home range across the local landscape	All zones

Methods considered

Pest type	Name and description of program or method	Describe suitability
A, C, D, F	1080 poison baits in conjunction with broader property baiting programs and den destruction/fumigation (as required)	Baiting is not considered effective when undertaken alone. Should be done in conjunction with den destruction.
B	Pindone poison baits in conjunction with broader property baiting program and den fumigation (as required)	Baiting is not considered effective when undertaken alone. Should be done in conjunction with burrow destruction.
B	Warren destruction and burrow fumigation	Effective means of controlling target. Appropriate where active warrens identified.
C	1080 baiting and opportunistic shooting with a goal of ensuring that feral pig numbers are kept to a low occurrence* with negligible impacts as far as practicable. *BCT recognizes that feral pigs cannot be excluded from the agreement area and that the objective is that they be kept to a low occurrence with negligible impacts as far as is practicable.	Suitable means of controlling target.
E	Mustering and removal from agreement area with a goal of feral goat eradication** within the first three years of the agreement. **BCT recognises that feral goats are difficult to eradicate and exclude entirely from the agreement area and incursions may occur from time-to-time. However, the landowner has an obligation to take actions within a reasonable timeframe whenever incursions occur.	Suitable means of controlling target.
A, B, C, D, E, F	Opportunistic shooting. Shooting can be undertaken if significant numbers of animals build up or more opportunistically when target species seen passing through site.	Shooting is suitable for multiple feral species and cost effective control.

Methods of control

Management Zone/s	Feral Pest type	Method of control	Frequency and timing
All	A	Den destruction.	As required.
All	A/B	Baiting: in conjunction with broader property baiting program and den fumigation/destruction (as required)	As/if required
All	B	Burrow fumigation.	As required.

All	C	1080 baiting and opportunistic shooting with a goal of ensuring that feral pig numbers are kept to a low occurrence* with negligible impacts as far as practicable. *BCT recognizes that feral pigs cannot be excluded from the agreement area and that the objective is that they be kept to a low occurrence with negligible impacts as far as practicable.	As required.
All	E	Mustering and removal from agreement area with a goal of feral goat eradication** within the first three years of the agreement. **BCT recognises that feral goats are difficult to eradicate and exclude entirely from the agreement area and incursions may occur from time-to-time. However, the landowner has an obligation to take actions within a reasonable timeframe whenever incursions occur.	Aim to complete by Year 3
		Mustering and removal from site.	As required
All	A, B, C, D, & F	Opportunistic shooting. All appropriate licences and permits obtained. Any shooting program must also target any other vertebrate pests (e.g. feral goats, deer) sighted during the program.	Ongoing/As required

Other management activities

Plot marker posts are to be maintained or replaced where pests may have interfered or damaged posts.

Integrated Feral Pest Performance Measures

Feral Pest species	Performance indicator (e.g. numbers treated/year, level of threat abatement to be achieved, total area to be treated (in hectares)).
A, B, C, D, E & F	Total area of Stewardship Site [REDACTED] be inspected twice each year and evidence of presence of feral pest species recorded
A, B, C, D, E & F	Records of any burrows/dens fumigated/destroyed and opportunistic shooting activity maintained
A, B, C, D, E & F	Opportunistic sightings or observations of feral animals is to be recorded.

Section 6 - Integrated Weed Management Plan

1. The weeds present, and their locations, on the Biodiversity Stewardship Site as at the Agreement Date are listed in the table below titled "Weed Species present".
2. The permitted methods of control of weeds on the Biodiversity Stewardship Site for each weed type are listed in the table below titled "Methods of Weed control".
3. Other Management Actions to control weeds (if any) are specified in the table below titled "Other Weed management activities".
4. The Owner must implement the monitoring and inspection of existing and new weeds on the Biodiversity Stewardship Site as described in the Monitoring Plan and with reference to the performance measures listed in the table below titled "Integrated Weed Management Performance Measures".

Weed species present

	Common name of Weed	Scientific name of Weed	High Threat Weed Species (Y/N)	Description of Infestation (e.g. intensity [% Projected Foliage Cover (PFC)] & location within zone)	Management Zone/s
A	Serrated Tussock	<i>Nassella trichotoma</i>	Y	Localised scattered occurrence throughout MZC and MZD. Less common in other MZ's. Primarily in areas previously cleared and subjected to grazing pressures in open grassland on the southern slopes of the property (15% PFC)	MZC MZD
B	Blackberry	<i>Rubus fruticosus aggregata</i>	Y	Localised occurrence along creeklines within the property. Primarily in the southern section of the property (2 % PFC)	MZE
C	Bathurst Burr	<i>Xanthium spinosum</i>	Y	Scattered throughout the southern section of the property along cleared slopes (1 % PFC). There is a larger patch of approximately 50 individuals in the north eastern corner MZB where there has been high levels of disturbance	MZB MZC MZD MZE
D	Viper's Bugloss	<i>Echium vulgare</i>	N	Localised presence (0.1% PFC) in primarily cleared areas in the southern section of the property	MZD
E	Blue Heliotrope	<i>Heliotropium amplexicaule</i>	Y	Localised occurrence in MZC and MZD with sections near the Turon River exceeding greater than 50% PFC.	MZC MZD
F	Paterson's Curse	<i>Echium plantagineum</i>	N	Localised occurrence at MZD in the cleared areas (2% PFC) . A section in the south western corner of the property is locally abundant.	MZD
G	Tiger Pear	<i>Opuntia aurantiaca</i>	Y	Scattered throughout MZC and MZD (1% PFC).	MZC MZD MZE
H	Prickly Pear	<i>Opuntia stricta</i>	Y	Scattered throughout the primarily cleared areas in the southern section of the property in low numbers (1% PFC)	MZC MZD MZE
I	Tree of Heaven	<i>Ailanthus altissima</i>	Y	There are two localised occurrences in MZC. One patch occurs on the track in the northern section of MZC (near Plot 1) whilst the other is along a creekline in the southern section of MZC (1% PFC).	MZC
J	Sheep Sorell	<i>Acetosella vulgaris</i>	Y	Scattered presence across most of the property (0.1% PFC).	All management zones

K	Silvery Hairgrass	<i>Aira cupaniana</i>	N	Scattered occurrence throughout MZC (0.1% PFC), PLOT 9	MZC
M	Shivery Grass	<i>Briza minor</i>	N	Scattered presence throughout MZA (0.1% PFC), PLOT 18	MZA
N	Saffron Thistle	<i>Carthamus lanatus</i>	Y	Scattered occurrence in primarily cleared areas that have been subjected to grazing pressure (0.1% PFC).	MZC
O		<i>Centaurium tenuiflorum</i>	N	Localised occurrence in the northern sections of the property that have been cleared (0.1% PFC)	MZA, MZB
P		<i>Chondrilla</i> spp.	N	Localised occurrence (0.1% PFC)	MZB, MZC,
Q	Field Bindweed	<i>Convolvulus arvensis</i>	N	Localised occurrence (0.1% PFC)	MZC
R	Goose Grass	<i>Eleusine tristachya</i>	N	Localised occurrence (0.1% PFC).	MZA
S	Stinkgrasses	<i>Eragrostis ciliarensis</i>	N	Localised occurrence in the cleared areas (0.1% PFC).	MZA
T	Catsear	<i>Hyperbaeris radicata</i>	N	Scattered occurrence throughout the property	MZB, MZC,
U	Red-flowered Mallow	<i>Modiola caroliniana</i>	N	Localised occurrence (0.1% PFC).	MZC
V	Paspalum	<i>Paspalum dilatatum</i>	Y	Localised occurrence in the cleared areas in the northern section for the property (0.1% PFC).	MZA
W		<i>Petrorhagia</i> spp.	N	Localised occurrence (0.1% PFC).	MZC
X	Plantago	<i>Plantago lanceolata</i>	N	Localised occurrence (0.1% PFC).	MZD
Y	Common Chickweed	<i>Stellaria media</i>	N	Scattered occurrence (0.1% PFC):	MZB, MZC, MZD
Z	White Clover	<i>Trifolium repens</i>	N	Local occurrence (0.1% PFC).	MZC

A A		<i>Cirsium vulgare</i>	N	Scattered occurrence (0.1% PFC).	MZB, MZC
A B	St John's Wort	<i>Hypericum perforatum</i>	Y	Local occurrence (0.1% PFC).	MZC
A C	Cobblers Pegs	<i>Bidens subalternans</i>	Y	Low occurrence	MZC
A D	Common centaury	<i>Centaurea erythraea</i>	N	Low occurrence <50 individuals	MZB
A E		<i>Clematis montana</i>	N	Low occurrence – <5 individuals	MZD
A F		<i>Gamochaeta</i> spp.	N	Low occurrence -<20 individuals	MZB
A G	Scarlet Pimpernel	<i>Lysimachia arvensis</i>	N	Low occurrence - <10 individuals	MZC and MZD
A H	Stagger weed	<i>Stachys arvensis</i>	N	Low occurrence -< 5 individuals	MZD
AI	Cat-head	<i>Tribulus terrestris</i>	N	Low occurrence -< 5 individuals	MZC

Weed Cover Map



Management Issues

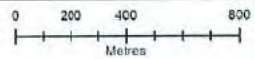
- Stewardship Site
- Major Tracks (3.5m width)
- Waterbodies
- Management Issues**
- ✕ Camp ground
- ♥ European Rabbit
- ♣ Feral Goat
- ♣ Sheep
- ♣ Rubbish

Weed Locations

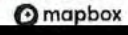
- *Ailanthus altissima* (Tree of Heaven)
- *Echium vulgare* (Viper's Bugloss)
- *Heliotropium amplexicaule* (Blue Heliotrope)
- *Nassella trichotoma* (Serrated Tussock)
- *Opuntia aurantiaca* (Tiger Pear)
- *Opuntia sp.* (Prickly Pear)
- *Rosa rubiginosa* (Sweet Briar)
- *Rubus fruticosus aggregata* (Blackberry)
- *Xanthium spinosum* (Bathurst Burr)

Groups of weeds

- Bathurst Burr
- Blackberry
- Heliotrope
- Patersons Curse
- Serrated Tussock
- Tiger Pear
- Tree of heaven



Datum/Projection:
GDA 1994 MGA Zone 55
Project: 12040-KR Date: 14/12/2021



Methods of Weed control			
Management Zone/s	Weeds	Method of Weed control	Frequency and timing
All	All	<p>All weed control activities will be undertaken by, or under the direct supervision of, an appropriately qualified weed sprayer. The contractor must:</p> <ul style="list-style-type: none"> • Provide established Workplace Health & Safety and Environmental Management Systems. Preferably the company has third-party accredited systems in place. • Demonstrate implementation of safe workplace and appropriate environmental management practices and procedures (e.g. appropriate transport and management of herbicides). • Provide site supervisor(s) with minimum qualifications and experience including herbicide usage, storage and transport, to be in accordance with the <i>NSW Pesticides Act 1999</i>, <i>WorkCover NSW (2006)</i> and all other relevant legislation. 	Ongoing, from the first payment date
All	Annual and perennial grass species	<p>Large infestations</p> <p>Apply APVMA approved herbicide (for the target species) as per the labels concentration and application rate. To maximise effectiveness of spraying, timing is essential, taking into account "window of opportunity" i.e., prior to propagule manufacture, and regular follow-up within the regermination of weed seed within soil.</p> <p>Smaller and isolated specimens: Manual Removal, Spot spraying:</p> <p>Hand pull from base of plant to remove all roots from the soil using a trowel to assist if required</p> <p>Individual specimens can be chemically treated by the application of APVMA approved herbicide (for the target species) as per the labels concentration and application rate.</p> <p>To maximise effectiveness of spraying, native specimens can be isolated from adjacent exotic species ie 'Spray preparation' prior to herbicide application.</p>	<p>Year 1-5 (80 person days per year) throughout the year, with focus between September - February.</p> <p>Years 6-10 (40 persons days per year). Spraying during growing season (September - February). Small areas can be treated throughout the year to coincide with planting events.</p> <p>After Year 10 (30 person days per year). Small areas can be treated throughout the year to coincide with planting events.</p>
All	Climbers and scramblers	<p>Large infestations: Skirt and spray</p> <p>Remove aerial vegetative body from host and pile on the ground whilst still maintain connectively to the targets root system. Apply APVMA approved herbicide (for the target species) as per the labels concentration and application rate</p>	Year 1-5 (80 person days per year) throughout the year, with focus between

		<p>Smaller and isolated specimens: Manual Removal, Scrape and paint technique:</p> <p>Hand pull from base of plant to remove all roots from the soil using a trowel to assist if required for long tap roots.</p> <p>Individual specimens can be scraped and painted using a Glyphosate based herbicide (360 g/L) under the APVMA off label permit: PER 9907</p>	<p>September - February.</p> <p>Years 6-10 (40 persons days per year). Spraying during growing season (September - February). Small areas can be treated throughout the year to coincide with planting events.</p> <p>After Year 10 (30 person days per year). Small areas can be treated throughout the year to coincide with planting events.</p>
All	High Threat Weeds Woody weeds	<p>Spot spray with appropriate herbicide. Stem spray tree and shrub weeds with appropriate herbicide (RoundUp Biactive) or herbicide / carrier agent (e.g. Garlon and Diesel) mix where efficacy of Glyphosate is lower and waterways will not be an influential factor. Ensure fruiting and vegetative spread of all species is suppressed.</p> <p>Ensure herbicide use is appropriate to other limitations, especially in relation to proximity to waterways.</p> <p>Mature specimens: Cut and Paint or Stem Injection/Frilling techniques:</p> <p>Stem Injection/Frilling: Make downward holes at a 45° angle about 5cm apart into the sapwood (light coloured) of the trunk using a cordless drill, chisel, hatchet etc. Pour undiluted Glyphosate based herbicide (360 g/L) into the holes using an applicator bottle, drench gun and backpack etc</p> <p>Cut woody stem (with secateurs, loppers, pruning saw etc) flat and close to ground level and apply undiluted herbicide bio-active Glyphosate based herbicide (360 g/L) within a few seconds to the sapwood (light coloured) using an applicator bottle or brush.</p> <p>Maintenance- Spot-spray and hand removal as required.</p>	<p>Year 1-5 (80 person days per year) throughout the year, with focus between September - February.</p> <p>Years 6-10 (40 persons days per year). Spraying during growing season (September - February). Small areas can be treated throughout the year to coincide with planting events.</p> <p>After Year 10 (30 person days per year). Small areas can be treated throughout the year to coincide with planting events.</p>
All	High Threat Weeds	<p>Spot spray with appropriate herbicide for herbaceous plants with appropriate herbicide (RoundUp Biactive) or herbicide / carrier agent (e.g. Garlon and Diesel) mix where efficacy of</p>	<p>Year 1-5 (80 person days per year) throughout</p>

	Herbaceous	<p>Glyphosate is lower and waterways will not be an influential factor. Ensure fruiting and vegetative spread of all species is suppressed.</p> <p>Ensure herbicide use is appropriate to other limitations, especially in relation to proximity to waterways.</p> <p>Mature specimens: Spot-spray and hand removal as required</p> <p>Maintenance- Spot-spray and hand removal as required.</p>	<p>the year, with focus between September - February.</p> <p>Years 6-10 (40 persons days per year). Spraying during growing season (September - February). Small areas can be treated throughout the year to coincide with planting events.</p> <p>After Year 10 (30 person days per year). Small areas can be treated throughout the year to coincide with planting events.</p>
All	HTW	Ongoing maintenance and management of weeds across the property so that weeds do not exceed 10%.	After Year 10 (30 person days per year). Small areas can be treated throughout the year to coincide with planting events.
Other Weed Management Actions			
Management Zone/s	Weeds	Management Action	Frequency and timing
All	All	Avoid over-clearing of dense patches so that exposure of soil substrate does not require additional stabilisation intervention	<p>Year 1-5 (80 person days per year) throughout the year, with focus between September - February.</p> <p>Years 6-10 (40 persons days per year). Spraying during growing season (September - February). Small areas can</p>

			<p>be treated throughout the year to coincide with planting events.</p> <p>After Year 10 (30 person days per year). Small areas can be treated throughout the year to coincide with planting events.</p>
All	<p>Blackberry</p> <p>Tree of Heaven</p>	<p>Woody weed clearance should be prioritised within and around areas of existing remnant native vegetation</p>	<p>Year 1-5 (80 person days per year) throughout the year, with focus between September - February.</p> <p>Years 6-10 (40 persons days per year). Spraying during growing season (September - February). Small areas can be treated throughout the year to coincide with planting events.</p> <p>After Year 10 (30 person days per year). Small areas can be treated throughout the year to coincide with planting events.</p>
All	<p>Heliotrope,</p> <p>Bidens</p> <p>Bathurst Burr</p> <p>Opuntia sp.</p> <p>Hypericum</p> <p>Other herbac</p>	<p>Herbaceous weeds should be prioritised within and around areas of existing remnant native vegetation and to stop spreading</p>	<p>Year 1-5 (80 person days per year) throughout the year, with focus between September - February.</p> <p>Years 6-10 (40 persons days per year). Spraying during growing season (September -</p>

	eous weeds		February). Small areas can be treated throughout the year to coincide with planting events. After Year 10 (30 person days per year). Small areas can be treated throughout the year to coincide with planting events.
All	Serrated Tussock Other Grass weeds	To prevent serrated tussock spreading this species should be targeted Other grass weeds (eg. <i>Paspalum dilatatum</i>) will need to be controlled as required depending upon seasonal weather fluctuations	Year 1-5 (80 person days per year) throughout the year, with focus between September - February. Years 6-10 (40 persons days per year). Spraying during growing season (September - February). Small areas can be treated throughout the year to coincide with planting events. After Year 10 (30 person days per year). Small areas can be treated throughout the year to coincide with planting events.
All	All	At all times priority is to be given to the consolidation and expansion of native species patches and minimisation of weed seed set.	All years

Integrated Weed Management Performance Measures		
Management Zone/s	Weeds	Performance indicator (e.g. % of Management Zone treated per year, weed PFC/abundance remaining per Management Zone).
All	Annual and perennial grass weeds Inc Serrated Tussock	Total combined foliage cover of serrated tussock and associated HTW: Year 5 -30-60% on the ground and infestations are not spreading Year 10 – 10-30% on the ground Year 15 – 10-30% on the ground Year 20 - <10 % on the ground Removed exotic perennial grass cover is being replaced by regenerating native plants species derived from the surrounding local vegetation communities, including recruitment of a range of understorey, mid-storey and canopy species, such that long-term target cover and species richness values for all strata within respective management zones will be achieved upon maturation of regenerating species. Supplementary revegetation to be considered if necessary
All	Climbers and scramblers	Total combined foliage cover of climbers and scramblers and associated HTW: Year 5 -30-60% on the ground / mid stratum and infestations are not spreading Year 10 – 10-30% on the ground / mid stratum Year 15 – 10-30% on the ground/ mid stratum Year 20 - <10 % on the ground / mid stratum Removed exotic perennial cover is being replaced by regenerating native plants species derived from the surrounding local vegetation communities, including recruitment of a range of understorey, mid-storey and canopy species, such that long-term target cover and species richness values for all strata within respective management zones will be achieved upon maturation of regenerating species. Supplementary revegetation to be considered if necessary
All	High Threat Weeds Woody weeds Inc Blackberry	Total combined foliage cover of blackberry and associated HTW: Year 5 -30-60% on the ground / mid-stratum and infestations are not spreading Year 10 – 10-30% on the ground / mid-stratum Year 15 – 10-30% on the ground/ mid-stratum Year 20 - <10 % on the ground / mid-stratum Removed exotic perennial cover is being replaced by regenerating native plants species derived from the surrounding local vegetation communities, including recruitment of a range of understorey, mid-storey and canopy species, such that long-term target cover and species richness values for all strata within respective management zones will be achieved upon maturation of regenerating species. Supplementary revegetation to be considered if necessary
All	High Threat Weeds Herbaceous	Total combined foliage cover of climbers and scramblers and associated HTW: Year 5 -30-60% on the ground / mid stratum and infestations are not spreading Year 10 – 10-30% on the ground / mid stratum Year 15 – 10-30% on the ground/ mid stratum Year 20 - <10 % on the ground / mid stratum Removed herbaceous weed cover is being replaced by regenerating native plants species derived from the surrounding local vegetation communities,

		including recruitment of a range of understorey, mid-storey and canopy species, such that long-term target cover and species richness values for all strata within respective management zones will be achieved upon maturation of regenerating species. Supplementary revegetation to be considered if necessary
All	All	Ongoing maintenance (Year 11) to ensure PFC of weeds does not exceed 10% cover. Where weeds exceed 10% cover, management actions should be adjusted accordingly to bring cover under 10%.

Section 7 - Monitoring Plan

1. The Owner must implement monitoring as described in Section 7A.
2. The Owner must complete the diary templates and reports of monitoring activities contained in the more recent of:
 - a) the templates contained in section 7B or;
 - b) the templates published from time to time on the BCT website.

The completed diary templates and reports of monitoring activities relating to a Reporting Period must be submitted with the Annual Report.

Section 7A – Monitoring methods and frequency

7A.1- Photo Points	(a) The Owner must establish permanent Photo Points at locations specified below within the Biodiversity Stewardship Site and ensure that photographs are taken from each point within 12 months of the Agreement Date and then at least every 12 months thereafter. (b) The Owner must take photographs according to the specifications below and at the locations listed below.		
	Locations of Photo Points Projected coordinate system: MGA Zone 55 and GDA 94		
	Photo Point reference number	Easting	Northing
	Plot 1		
	Plot 3		
	Plot 8		
	Plot 9		
	Plot 11		
	Plot 12		
	Plot 13		
	Plot 14		
	Plot 16		
	Plot 17		
	Plot 21		
	Plot 22		
	Plot 23		
	The photographs must: <ol style="list-style-type: none"> (i) be taken in all directions (360°) from the Photo Point. (ii) be taken at the same location, with the same starting direction for the commencement and direction of the sweep, with the camera held at the same location, height and angle; (iii) show exactly the same field of view each monitoring event, to enable comparison across years; (iv) be clear and of suitable resolution to show detail, and taken at appropriate light conditions to display optimal contrast. (v) be dated, and labelled with the corresponding Photo Point reference number. (vi) retained by the Owner for the duration of the Deed. 		

7A.2 - Biodiversity Stewardship Site inspections	Inspection of the Biodiversity Stewardship Site must be undertaken by a suitably qualified person at the times, and having regard to the purpose, set out below:		
	Site inspection		
	A. Purpose	B. Interval (starting from the Agreement Date)	
	To determine the percentage of Living Ground Cover present on the Biodiversity Stewardship Site for the purposes of grazing Stock in accordance with part 2.1 of section 1 of the Management Plan (if applicable).	N/a	
	To determine the number of Stock and date/s when Stock have entered the Management Zones on the Biodiversity Stewardship Site	N/a	
	To determine the physical condition of fencing and gates and whether they are maintained to a standard that can: <ul style="list-style-type: none"> - control the movement of Stock if required under Part 2.2 of Section 1 of the Management Plan - control human disturbance if required under Part 8 in Section 1 of the Management Plan - control the movement of Feral Pests if required under Part 6.1 of Section 1 of the Management Plan 	Every 12 months	
	To determine any human disturbance on the Biodiversity Stewardship Site Note: Part 8 of section 1 of the Management Plan and clause 4 of this Deed place restrictions on human activities on the Biodiversity Stewardship Site	Every 6 months	
	To determine the physical condition of existing firetrails and access tracks within the Biodiversity Stewardship Site, their navigability and evidence of erosion. The Owner must also document any evidence of erosion within other areas of the Biodiversity Stewardship Site. Note: Parts 8.2 and 8.9 of Section 1 of the Management Plan contain requirements for erosion control	Every 6 months	
	To determine the presence of Rubbish on the Biodiversity Stewardship Site Note: Part 8.3 and 8.6 of Section 1 of the Management Plan contains requirements for storing and disposing of Rubbish on the Biodiversity Stewardship Site	Every 6 months	
	Baseline Biodiversity monitoring	Every 5 years	
	To assess the effectiveness of Threatened Species habitat management actions	N/A	

7A.3 - Ecological response monitoring		Ecological response monitoring point details										Permanent ecological response monitoring points (including vegetation integrity survey plots) must be established with the purpose of assessing biodiversity outcomes over time, consistent with the BCT Ecological Monitoring Module (EMM) Operational Manual, as specified below.	
Zone	Target biodiversity	Area (ha)	Management intensity	Monitoring metric(s)	Monitoring method	Number of points	Eastings	Northings	Monitoring Frequency	Baseline state	Target state		
VZ1 PCT 290 tree	PCT 290	347.6	Low	Vegetation Integrity	Full Floristic plots	Plot 12	[REDACTED]	[REDACTED]	5 years	VI =32.4	VI >32.5		
						Plot 16							
						Plot 8							
						Plot 23							
						Plot 4							
						Plot 15							
VZ2 PCT 290 Regen	PCT 290	56.3	Low	Vegetation Integrity	Full Floristic plots	Plot 14	[REDACTED]	[REDACTED]	5 years	VI=38.4	VI>38.4		
						Plot 21							
VZ3 PCT DNG	PCT 290	47.5	Moderate	Vegetation Integrity	Full Floristic plots	Plot 13	[REDACTED]	[REDACTED]	5 years	VI=12.9	VI>32		
VZ4 277 tree	PCT 277	1.54	Low	Vegetation Integrity	Full Floristic plots	Plot 28	[REDACTED]	[REDACTED]	5 years	VI=50	VI >50		
VZ5 277 DNG	PCT 277	1.83	Moderate	Vegetation Integrity	Full Floristic plots	Plot 6	[REDACTED]	[REDACTED]	5 years	VI =36.6	VI>50		
VZ6 266 tree	PCT 266	12.33	Low	Vegetation Integrity	Full Floristic plots	Plot 22	[REDACTED]	[REDACTED]	5 years	VI=51.7	VI>52		
VZ7 266 DNG	PCT 266	196.81	Moderate	Vegetation Integrity	Full Floristic plots	Plot 11	[REDACTED]	[REDACTED]	5 years	VI=47.1	VI>52		
						Plot 9	[REDACTED]	[REDACTED]					

		Plot 3		Plot 1					
Zone	Group	Attribute	Upper/lower target	Year 5	Year 10	Year 15	Year 20		
2	Tree	Richness	Upper	3.0	3.3	3.3	3.3		
			Lower	2.4	2.5	2.5	2.5		
		Cover	Upper	5.8	9.3	12.8	16.3		
			Lower	2.8	3.4	3.9	4.4		
	Shrub	Richness	Upper	5.8	6.2	6.2	6.2		
			Lower	4.8	5.0	5.0	5.0		
	Tree	Richness	Upper	15.7	16.6	17.5	18.4		
			Lower	15.5	16.3	17.0	17.7		
		Cover	Upper	1.4	1.7	1.7	1.7		
			Lower	0.2	0.2	0.2	0.2		
3	Tree	Richness	Upper	3.3	6.6	9.9	13.2		
			Lower	0.0	0.0	0.0	0.0		
		Cover	Upper	2.8	3.3	3.3	3.3		
	Lower		0.8	0.8	0.8	0.8			
	Shrub	Richness	Upper	2.6	4.0	5.5	6.9		
			Lower	1.1	1.2	1.2	1.2		
Richness		Upper	6.0	6.0	6.0	6.0			

(i) Zones may be either vegetation zones or species polygons;
(ii) management intensity is defined as per the EMM Operational Manual (i.e. *high* or *moderate*);
(iii) baseline state is subject to change if new data are collected when active management begins (>2 years after initial BAM assessment);
(iv) monitoring points may be added to the Biodiversity Stewardship Site Management Actions Map;
(v) additional monitoring activities should only be specified under Section 7A.4 below if/where they do not replicate those specified above.

Ecological response targets for active restoration management

4	Shrub	Cover	Lower	6.0	6.0	6.0	6.0	6.0	6.0	
			Upper	16.6	16.6	16.6	16.6	16.6	16.6	
			Lower	16.6	16.6	16.6	16.6	16.6	16.6	
	Richness	Upper	4.5	4.6	4.6	4.6	4.6	4.6	4.6	
		Lower	4.3	4.4	4.4	4.4	4.4	4.4	4.4	
		Upper	1.9	1.9	1.9	2.0	2.0	2.0	2.0	
		Lower	1.8	1.9	1.9	1.9	1.9	1.9	1.9	
	Tree	Richness	Upper	1.7	1.9	1.9	1.9	1.9	1.9	1.9
			Lower	1.3	1.4	1.4	1.4	1.4	1.4	1.4
		Cover	Upper	3.0	4.0	4.0	4.9	4.9	5.9	5.9
Lower			2.3	2.7	2.7	3.0	3.0	3.3	3.3	
Upper			2.1	2.4	2.4	2.4	2.4	2.4	2.4	
Lower			1.2	1.3	1.3	1.3	1.3	1.3	1.3	
5	Cover	Upper	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
		Lower	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
	Richness	Upper	3.3	3.3	3.3	3.3	3.3	3.3	3.3	
		Lower	3.3	3.3	3.3	3.3	3.3	3.3	3.3	
		Upper	11.4	11.5	11.5	11.7	11.7	11.8	11.8	
		Lower	11.3	11.5	11.5	11.6	11.6	11.7	11.7	
6	Shrub	Richness	Upper	4.0	4.2	4.2	4.2	4.2	4.2	
			Lower	3.8	3.9	3.9	3.9	3.9	3.9	3.9
	Cover	Upper	1.9	2.0	2.0	2.0	2.0	2.0	2.0	
		Lower	1.9	2.0	2.0	2.0	2.0	2.0	2.0	
		Upper	1.5	1.7	1.7	1.7	1.7	1.7	1.7	
		Lower	1.1	1.1	1.1	1.1	1.1	1.1	1.1	

7	Cover	Upper	5.0	6.0	7.1	8.1	
		Lower	4.6	5.2	5.9	6.5	
	Richness	Upper	2.4	2.7	2.7	2.7	
		Lower	1.6	1.7	1.7	1.7	
	Cover	Upper	0.8	1.0	1.2	1.4	
		Lower	0.8	0.9	1.1	1.2	
	(i)	Targets are required for all zones and attributes applying active restoration management;					
	(ii)	detailed guidance for completing the table above is in Section 2.3.1 of the EMM Operational Manual;					
	(iii)	a spreadsheet to assist in target calculation is available on the BCT website under <i>Resources > BAM Accredited Assessor Resources > Calculating ecological response targets</i>					
	(iv)	monitoring points may be added to the Biodiversity Stewardship Site Management Actions Map.					

7A.4 - Monitoring	The Owner must carry out monitoring against the performance measures using the methods and frequency specified below.	
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Monitoring Fire for conservation management

Performance Measure	Management Zone/s	Method of monitoring	Timing
50-60% of MZ to be burnt with no less than a minimum of 8 years between ecological burn]	Burn Unit A Burn Unit B Burn Unit C	<p>Recording the date and intensity of fire, area burnt during fire, any canopy scorched and percentage of leaf litter remaining.</p> <p>Visual monitoring of all zones is required to be undertaken by an appropriately qualified person. The monitoring is to provide:</p> <ul style="list-style-type: none"> • A general description of the vegetation structure and species composition within the zone, • An interpretation of the ecological outcomes of previous fires (either planned or unplanned) within the zone, and • A recommendation on the timing and location for future planned ecological burns within the zone (or for other zones). • Also, a written and photographic 	After each ecological burn event or other fire event (planned or wildfire) Year 8, 16 and 24.

		<p>report for plots relating to plant species and cover abundance starting 12 months post fire.</p> <p>The results of the monitoring are to be recorded in the 'Template for reporting of monitoring activities'.</p>	
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Monitoring Native Vegetation Management

Performance indicator	Management zone(s)	Method of monitoring	Timing
<p>No increase in weed cover or diversity across all MZ's.</p> <p>A 90% reduction in weed cover across all MZ's following primary weed control by end of year 5.</p> <p>See Section 6 Integrated Weed Management Plan for additional performance indicators related to the active management of weeds</p>	All	<p>Collect floristic data at each of the monitoring plot locations every 5 years by a suitably qualified ecologist or bush regenerator to record the number of weed species present and their percent foliage cover. This will note the presence of existing and new weed species and their foliage cover.</p> <p>Rapid annual assessment monitoring points can be collected, as required, at random locations throughout each management zone to provide an estimate of the weed species present and foliage cover of each.</p> <p>These will be compared to the data collected during the initial survey of the Stewardship Site during the assessment stage.</p>	<p>Floristic data collected as part of Baseline surveys every 5 years from commencement of BSA.</p> <p>All other monitoring conducted Yearly in Spring</p>
natural regeneration monitoring across areas of DNG	<p>MZA</p> <p>MZB</p> <p>MZC</p> <p>MZD</p>	Rapid annual assessment monitoring points can be collected, as required, at random locations throughout each management zone to provide an estimate of	Yearly from Year 3-15 during replanting to monitor the

		<p>the native versus weed species present and foliage cover of each (Combined with 5 year full floristic monitoring).</p> <p>Regular checks of areas subject to replanting. Estimate the percent mortality/survival of trees and shrubs</p>	success of planting.
<p>ONLY IF REQUIRED</p> <p>100% of MZA subject to replanting of treatment of trees and shrubs. Planting methods to increase survival of seedlings so that <25% loss is achieved.</p> <p>Plantings in overstorey to achieve a species diversity of 4 tree species. Overstorey percent foliage cover >40%, typical for this woodland PCT.</p> <p>Plantings in mid-storey to achieve species diversity of 9 shrub species with a percent foliage cover of 15%, typical for this forest PCT.</p> <p>Survival rate of trees and shrub plantings ≥ 75%.</p> <p>Plantings in overstorey expected to increase species richness of groundcover species to at least 50% of benchmark and foliage cover at least 50% of benchmark values for each growth form.</p>	MZA	<p>Regular checks of areas subject to replanting. Estimate the percent mortality/survival of trees and shrubs.</p>	Year 5-10
<p>ONLY IF REQUIRED</p> <p>100% of MZB subject to replanting of treatment of trees and shrubs. Planting methods to increase survival of seedlings so that <25% loss is achieved.</p> <p>Plantings in overstorey to achieve a species diversity of 4 tree species. Overstorey percent foliage cover >40%, typical for this woodland PCT.</p> <p>Plantings in mid-storey to achieve species diversity of 9 shrub species with a percent</p>	MZA-B	<p>Regular checks of areas subject to replanting. Estimate the percent mortality/survival of trees and shrubs.</p>	Year 5-10

<p>foliage cover of 15%, typical for this forest PCT.</p> <p>Survival rate of trees and shrub plantings \geq 75%.</p> <p>Plantings in overstorey expected to increase species richness of groundcover species to at least 50% of benchmark and foliage cover at least 50% of benchmark values for each growth form.</p>			
<p>ONLY IF REQUIRED</p> <p>100% of MZC subject to replanting of treatment of trees and shrubs. Planting methods to increase survival of seedlings so that $<$25% loss is achieved.</p> <p>Plantings in overstorey to achieve a species diversity of 3 tree species. Overstorey percent foliage cover $>$ 10%, typical for this woodland PCT.</p> <p>Plantings in mid-storey to achieve species diversity of 4 shrub species with a percent foliage cover of 2%, typical for this forest PCT.</p> <p>Survival rate of trees and shrub plantings \geq 75%.</p> <p>Plantings in overstorey expected to increase species richness of groundcover species to at least 50% of benchmark and foliage cover at least 50% of benchmark values for each growth form.</p>	MZC-D	Regular checks of areas subject to replanting. Estimate the percent mortality/survival of trees and shrubs.	Year 6-13
<p>ONLY IF REQUIRED</p> <p>100% of MZD subject to replanting of treatment of trees and shrubs. Planting methods to increase survival of seedlings so that $<$25% loss is achieved.</p> <p>Plantings in overstorey to achieve a species diversity of 3 tree species. Overstorey percent foliage cover $>$ 10%, typical for this woodland PCT.</p> <p>Plantings in mid-storey to achieve species diversity of 4</p>	MZD	<p>Regular checks of areas subject to replanting. Estimate the percent mortality/survival of trees and shrubs.</p> <p>Collect floristic data at each of the monitoring plot locations by a suitably qualified ecologist or bush regenerator to record the number of species in each growth form group and their respective percent foliage cover.</p>	Year 8-13

<p>shrub species with a percent foliage cover of 2%, typical for this forest PCT.</p> <p>Survival rate of trees and shrub plantings \geq 75%.</p> <p>Plantings in overstorey expected to increase species richness of groundcover species to at least 50% of benchmark and foliage cover at least 50% of benchmark values for each growth form.</p>		<p>These will be compared to the data collected during the initial survey of the Stewardship Site during the assessment stage.</p>	
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Monitoring Threatened Species Habitat Management

Performance indicator	Management Zone/s	Threatened species	Method of monitoring	Timing
N/A	N/A	N/A	N/A	N/A

Monitoring Integrated Feral Pests Management

Performance indicator	Management Zone/s	Pest species	Method of monitoring	Timing
Total area of Stewardship site (668.3 ha) to be inspected twice each year and evidence of feral pest species recorded.	All	Foxes, rabbits, pigs, cats, goats, dogs	<p>Regular walk over/drive through (spotlighting) of the site (at least every six months) and a visual estimate of the level of grazing, browsing and/or burrowing impacts. The level of impact is to be recorded as negligible, minimal, moderate or high.</p> <p>The monitoring is to also include recording the number and location of any tracks, traces or sightings of foxes, rabbits, pigs, cats, deer and/or goats. This information is to be used in the Integrated Feral Pest Management Plan to inform the methods of control listed in that plan.</p>	Every 6 months
Baiting for does in conjunction with broader control programs (LLS)		Dogs		Baiting as required with community consultation

Records of any burrows/dens fumigated/ destroyed and opportunistic shooting activity maintained.	All	Foxes, Rabbits, Pigs, Goats, Cats, Dogs	Log book/Diary completed of when feral pest management had been undertaken, including location notes and/or GPS point locations to ensure total area has been subject to treatment.	Yearly
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Monitoring Integrated Weed Management

Performance indicator	Management Zone/s	Weed species	Method of monitoring	Timing
100% of management zone to be treated each year	MZA, B, C and D	All as listed in the Integrated Weed Management Plan and any other weeds present on Stewardship Site.	Log book/Diary completed of when weed management has been undertaken, including location notes and/or GPS point locations to ensure total area has been subject to treatment.	100% of management zone to be treated each year
40% of management zone to be treated each year	MZE	All as listed in the Integrated Weed Management Plan and any other weeds present on Stewardship Site.	Log book/Diary completed of when weed management has been undertaken, including location notes and/or GPS point locations to ensure subject to treatment.	Yearly
90% reduction in cover of weeds across all management zones by end of Year 5.	All zones	All as listed in the Integrated Weed Management Plan and any other weeds present on Stewardship Site.	Monitor weed cover within all Zones particularly after treatment. Collect floristic data at each of the monitoring plot locations to record the number of weeds present and their respective percent foliage cover These will be compared to the data collected during the initial survey of the Stewardship Site during the assessment stage.	Each year Every 5 years as part of Baseline surveys.
100% treatment of mature weeds and suppression of weed regrowth.	MZ A,B, C D	All as listed in the Integrated Weed Management	Rapid assessment monitoring points can be collected, as required, at random locations	Yearly during spring.

		Plan and any additional weed species present on the Stewardship Site	throughout each management zone to provide an estimate of the percentage of weeds treated.	
40% treatment of mature weeds and suppression of weed regrowth.	MZE	All as listed in the Integrated Weed Management Plan and any additional weed species present on the Stewardship Site	Rapid assessment monitoring points can be collected, as required, at random locations throughout each management zone to provide an estimate of the percentage of weeds treated.	Yearly during spring.
Ongoing maintenance to ensure PFC does not exceed 10% cover. Where weeds exceed 10% cover, management actions should be adjusted accordingly to reduce cover.	All	All as listed in the Integrated Weed Management Plan and any additional weed species present on the Stewardship Site.	<p>Random meander walk through of each management zone noting the presence and cover of weeds or other suitable assessment to determine overall weed cover. Number of meanders should be suitable for the size of the management zone.</p> <p>Collect floristic data at each of the monitoring plot locations to record the number of weeds present and their respective percent foliage cover</p> <p>These will be compared to the data collected during the initial survey of the Stewardship Site during the assessment stage.</p>	<p>Yearly during Spring.</p> <p>Every 5 years as part of Baseline surveys.</p>
Weeds reduced to <10% cover by end of Year 10 and ongoing.	All	High Threat Weeds as listed in the Integrated Weed Management Plan.	<p>Random meander walk through of each management zone noting presence and cover of weeds or other suitable assessment to determine overall weed cover. Number of meanders should be suitable for the size of the management zone.</p> <p>Collect floristic data at each of the monitoring plot locations to record the number of weeds present and their</p>	<p>Yearly during Spring.</p> <p>Every 5 years as part of Baseline surveys.</p>



			respective percent foliage cover	
			These will be compared to the data collected during the initial survey of the Stewardship Site during the assessment stage.	

Section 7B - Templates for reporting monitoring activities

Diary template for fire management

The Owner must complete this template following any fire event (including prescribed ecological burns, wildfire and arson) within the Biodiversity Stewardship Site.

Completed templates must be submitted with the next Annual Report.

Completed by:

Date of fire:

Cause of fire:

Management Zone/s affected:

Area burnt (hectares) (attach map):

Canopy scorched (%):

Leaf litter remaining (%):

Intensity of fire:

Other comments/observations:

Template for the reporting of monitoring activities – Integrated Fire management

The Owner must complete this template for each Management Zone. The template must be completed each year and submitted with the Annual Report.

It is required to be completed by a suitably qualified ecologist or bush regenerator.

Completed by:

Date:

Management Zone/s:	
Date of fires on the Biodiversity Stewardship Site:	
General description of the vegetation structure and species composition at time of reporting	
Observations of the health of threatened flora and its response to previous fires	
Interpretation of other ecological outcomes of previous fires	
Assessment of results of management actions (refer to performance measures)	
Recommendation on the timing and location for future planned fires within the Management Zone(s)	



Diary template for Native Vegetation management

The Owner must complete this template to record the details of any Native Vegetation Management Actions implemented on the Biodiversity Stewardship site.

Completed templates are to be submitted with the next Annual Report.

Completed by:

Date of activity:

Management Zone/s:

Description and type of action undertaken include details of the Targeted Supplementary Planting, site treatment and other actions.

Assessment of results of management actions (refer to performance measures). Include details of the results of the action and how it could be improved in future.

Minor variations from management plan (if any) (Include details and reasons)

Template for reporting of monitoring activities – Native Vegetation management

The Owner must complete this template to record the outcomes of Native Vegetation Management Actions implemented on the Biodiversity Stewardship site.

The template must be completed each year and submitted with the Annual Report.

Management Zone/s	Date	Observations and assessment of monitoring against performance measures



Diary Template for the reporting of monitoring activities - threatened species habitat management

The Owner must complete this template to record the details of any Threatened Species Habitat Management Actions implemented on the Biodiversity Stewardship site.

Completed templates are to be submitted with the next Annual Report.

Completed by:

Date of activity:

Management zone/s:

Description and type of management undertaken Include details of the target species and the management activity used.

Assessment of effectiveness of threatened species habitat management action (refer to performance measures). Include details of the results of the management activity implemented and how it could be improved in future

Minor variations from management plan (if any) (Include details and reasons)



Template for reporting of monitoring activities – Threatened Species Habitat Management

The Owner must complete this template to record the outcomes of Threatened Species Habitat Management Actions implemented on the Biodiversity Stewardship site.

The template must be completed each year and submitted with the Annual Report.

Management Zone/s	Date	Observations and assessment of monitoring against performance measures



Attachment 5: 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:

Note: Definitions used only within the Management Plan are defined within the Management Plan and are not defined in this Dictionary

Word/s	Meaning
Aboriginal Objects	<p>The same meaning that "Aboriginal objects" has in the NPW 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 "Aboriginal object means 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></p>
Aboriginal Places	<p>The same meaning that "Aboriginal places" has in the NPW 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 "Aboriginal place means any place declared to be an Aboriginal place under section 84" of the NPW Act</i></p>
Accredited Person	<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 meant a person accredited to prepare biodiversity assessment reports in accordance with the Biodiversity Assessment Method, under the scheme for the accreditation that is prepared in draft by the Environment Agency Head and published by the Minister on the NSW legislation website</i></p>
Agreement Date	The date on which the last party executes the Deed, being the date set out in Item A
Annual Contribution	The annual contribution payable in relation to the Biodiversity Stewardship Site, determined in accordance with clause 6.27 of the Biodiversity Conservation Regulations
Annual Report	An annual report for each Reporting Period in the form of, and attaching the information and documents required by, the Annual Reporting Template

Word/s	Meaning
Annual Reporting Template	<p>The form entitled "Annual Reporting Template" which has been available to the Owner by whichever is the most recent of the following:</p> <ul style="list-style-type: none"> - as attached to this Deed in Attachment 4 - on the NSW BCT website - as supplied to the Owner by the Minister's Representative from time to time
Assessment Date	The date on which the assessment for the preparation of the Site Assessment Report commenced
Attachment	A numbered attachment at the end of this Deed
Authorised Entrant	<p>Any one or more of the following:</p> <ul style="list-style-type: none"> - the Minister - the Minister's Representative - the Environment Agency Head - an officer of DPE or the NSW BCT - any other person that the Minister, the Environment Agency Head or an officer of DPE 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)
Authorised Officer	<p>A person who is appointed as an authorised officer under Part 12 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, the Environment Agency Head may appoint any person (including a class of persons) as an authorised officer</i></p>
Authority	Any federal, state or local government authority, body or department having jurisdiction in relation to the Premises 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

Word/s	Meaning
Biodiversity	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>
Biodiversity Assessment Method	The method established under section 6.7 of the Biodiversity Conservation Act
Biodiversity Conservation Act	The <i>Biodiversity Conservation Act 2016</i> (NSW) and any regulations from time to time in force under that Act
Biodiversity Conservation Regulations	The <i>Biodiversity Conservation Regulation 2017</i> (NSW)
Biodiversity Credit	A biodiversity credit created under this Deed
Biodiversity Stewardship Payments Fund	The fund established under Part 6 of the Biodiversity Conservation Act to hold funds from the transfer or retirement of Biodiversity Credits, and other funds
Biodiversity Stewardship Site	The area described in Item F beside the words "Biodiversity Stewardship Site"

Word/s	Meaning
Biodiversity Values	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:</i> "- vegetation integrity—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, - habitat suitability—being the degree to which the habitat needs of threatened species are present at a particular site, - threatened species abundance—being the occurrence and abundance of threatened species or threatened ecological communities, or their habitat, at a particular site, - vegetation abundance—being the occurrence and abundance of vegetation at a particular site, - habitat connectivity—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, - threatened species movement—being the degree to which a particular site contributes to the movement of threatened species to maintain their lifecycle, - flight path integrity—being the degree to which the flight paths of protected animals over a particular site are free from interference, - water sustainability—being the degree to which water quality, water bodies and hydrological processes sustain threatened species and threatened ecological communities at a particular site"
Business Day	A day that is not: — a Saturday, Sunday, public holiday or bank holiday in Sydney, Australia; or — 24, 27, 28, 29, 30 or 31 of December
Claim	Any claim, damage, demand, liability, Cost, loss, suit, proceeding (whether actual or potential), right of action and claim for compensation
Cost	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

Word/s	Meaning
GPI	The Consumer Price Index All Groups number relating to Sydney published from time to time by the Australian Bureau of Statistics (or if that index ceases to be published then such other index which is, in the reasonable opinion of the Minister, a similar index which reflects changes in the cost of living in Sydney at the relevant time)
Deed	This deed and includes any attachments, annexures or schedules attached to this deed
Development	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 meaning was:</i> <ul style="list-style-type: none"> (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 1979 (NSW) that is controlled by an environmental planning instrument, but does not include the demolition of a temporary structure"
Dictionary	This Attachment 5 and includes any replacement or updated component of such Attachment from time to time
Disclosure Information	The information contained in this Deed, including a copy of the Deed and details of the location of the Land and Management Actions and Management Payments under this Deed
Dispute	A dispute, difference or claim in connection with this Deed (but excluding any dispute, difference or claim in connection with clause 29)
Dispute Notice	A notice setting out: <ul style="list-style-type: none"> – 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; – the identity of any other person centrally involved in the Dispute; – the intent to invoke the Dispute Resolution Process; and – (if practicable) the outcomes which the notifying party wishes to achieve
Dispute Resolution Process	The process set out in clauses 24(a) and 24(b)
DPE	The Department of Planning and Environment

Word/s	Meaning
Environment Agency Head	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 meaning was "the Secretary of the Department of Planning and Environment"</i>
First Payment Date	The date of the first occasion when the balance in the Relevant Account is equal to or greater than 100% of the Total Fund Deposit
Force Majeure Event	An event that is beyond the reasonable control of the Owner, including any natural disaster, fire, flood, accident, war, riot, act of terrorism, biohazard, a serious epidemic, or a change in legislation, 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
Formal Review	A review conducted by an Accredited Person or by an appropriately qualified person to consider the efficacy of the Management Plan, including the Management Actions, and any amendments to the Management Plan that the reviewer considers appropriate to ensure the conservation of Biodiversity and of Biodiversity Values on the Biodiversity Stewardship Site and a written report summarising the findings of that review
Fund Manager	The person appointed from time to time under Part 6 of the Biodiversity Conservation Act as the "fund manager" in respect of the Biodiversity Stewardship Payments Fund, and who, as at the Agreement Date, is the person listed in Item E
Funding Acknowledgement Guidelines	The Funding Acknowledgement Guidelines for recipients of NSW Government infrastructure grants published by the NSW Government and as updated from time to time
GST Act	<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

Word/s	Meaning
Identified Legal Requirements	Any one or more of the requirements listed below: <ul style="list-style-type: none"> - under the <i>Biosecurity Act 2015</i> (NSW): <ul style="list-style-type: none"> + an emergency order under section 44; + a control order under section 62; + a requirement to assist an authorised officer under section 103; or + a biosecurity direction under section 128; + a weed control notice issued under and prior to the repeal of the <i>Noxious Weeds Act 1993</i> (NSW); - under the <i>Local Land Services Act 2013</i> (NSW): <ul style="list-style-type: none"> + a pest control order under section 130, + an eradication order under section 144, + a requirement for destruction of pests under section 152, or + a requirement to assist an authorised officer under section 179 + a direction under section 37A of the <i>State Emergency and Rescue Management Act 1989</i> (NSW) in relation to a state of emergency or a direction under section 22A of that Act, - under the <i>Rural Fires Act 1997</i> (NSW): <ul style="list-style-type: none"> + any notified steps under section 63, + a direction under section 45 for the prevention, control or suppression of any bush fire, + a bush fire hazard reduction notice under section 66, + an emergency fire fighting act within the meaning of that Act, + emergency bush fire hazard reduction work within the meaning of that Act, + 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
Item	A numbered item in the terms schedule at the beginning of this Deed
Land	The land described in Item F beside the word "Land"
Law	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
Management Action	An obligation to act or an obligation to refrain from doing something set out in section 1-7 of the Management Plan

Word/s	Meaning
Management Payments	A payment to be made to the Owner in accordance with clause 11.1(a)
Management Plan	The management plan attached to this Deed in Attachment 4 and includes any replacement or updated component of such Attachment from time to time
Management Zone	An area of a given vegetation zone within the Biodiversity Stewardship Site subject to the same regime of management identified as a management zone on the map immediately below the words "Property Management Actions" included in the Management Plan
Minister's Representative	The person nominated by the Minister to be his or her representative from time to time and who, as at the Agreement Date, is the person set out in Item D
Monitoring	Observing and making records (in any form) of any one or more of the following: <ul style="list-style-type: none"> - the status of and changes to Biodiversity and Biodiversity Values - the success of the Management Plan in improving Biodiversity compliance by the Owner with this Deed and the Biodiversity Conservation Act
Native Plant	The meaning given to it in section 5 of the NPW Act <p><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></p>
Native Vegetation	The meaning given to it in section 1.6 of the Biodiversity Act <p><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></p>
New Owner	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
Nominated Bank Account	The bank account nominated by the Owner in accordance with clause 11.5(a) or as updated from time to time in accordance with clause 11.5(b)
Note	Any indented or italicised text in this point 8 font and prefaced by the word "Note:"

Word/s	Meaning
Notice Address	The address set out in Item B, Item C, Item D or Item E beside the words "Address for service of notices" for the party to whom the notice is to be given
Notified Occupant	Any Occupant that the Minister is aware of because the Owner has provided the notification required under clause 9.1(a)
NPW Act	The <i>National Parks and Wildlife Act 1974</i> (NSW) and any regulations from time to time in force under that Act
NSW BCT	The Biodiversity Conservation Trust of New South Wales established under the Biodiversity Conservation Act
Occupancy Agreement	Any lease or licence or other agreement which permits entry to or occupancy of any part of the Land (including the Biodiversity Stewardship Site)
Occupant	Any person who occupies any part of the Land pursuant to an Occupancy Agreement (but does not include an Owner)
Ongoing	In relation to the timing of carrying out a Management Action means commencing on the Agreement Date or First Payment Date (as indicated) and continuing in perpetuity, unless specified otherwise
Operational Deficit	<p>The meaning given to it in the Biodiversity Conservation Regulations</p> <p><i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meant the balance of the biodiversity stewardship site account is less than the total present value of all scheduled management payments in respect of the biodiversity stewardship site for the period starting from the most recent anniversary of the date on which the biodiversity stewardship agreement was entered into and extending to perpetuity.</i></p>

Word/s	Meaning
Operational Deficit Threshold	<p>The meaning given to it in the Biodiversity Conservation Regulations</p> <p><i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meant:</i></p> <p>(a) 20% of the total present value of all scheduled management payments in respect of the biodiversity stewardship site for the period starting from the most recent anniversary of the date on which the biodiversity stewardship agreement was entered into and extending to perpetuity, or</p> <p>(b) such other amount as the Minister determines, having regard to the advice of the Fund Manager</p>
Owner	<p>The person described as "Owner" at Part A at the beginning of this Deed, any successor or assign under clause 31.1(h) and any person who is an "owner" within the meaning given to that term 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 that owner of land includes:</i></p> <p>(a) every person who, either at law or in equity:</p> <p>(i) is entitled to the land for any estate of freehold in possession, or</p> <p>(ii) is a person to whom the Crown has lawfully contracted to sell the land under the <i>Crown Lands Act 1989</i> (NSW) or any other Act relating to the alienation of lands of the Crown, or</p> <p>(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</p> <p>(b) a person who leases land under the <i>Crown Lands Act 1989</i>, the <i>Crown Lands (Continued Tenures) Act 1989</i> (NSW) or the <i>Western Lands Act 1901</i> (NSW), and</p> <p>(c) any other person who, under the regulations, is taken to be the owner of the land,</p> <p>but (unless the regulations otherwise provide) does not include a beneficiary of a trust relating to the land</p>
Owner Associate	Any representative, servant, contractor, consultant, agent, lessee, licensee or invitee of the Owner

Word/s	Meaning
Ownership Change Date	The date that the Minister's Representative is notified of a change in Owner of the Land
Payment Amount	Each amount set out in, or calculated in accordance with, the Payment Tables for a Payment Year, increased in accordance with the method set out in clause 11.2(a)
Payment Tables	The tables in Item L and Item M
Payment Year	Each 12 month period: <ul style="list-style-type: none"> - commencing on the First Payment Date; and - each yearly anniversary of the First Payment Date
Permitted Exception	An activity specified in the table in Item I, provided it is carried out in accordance with the requirements within that table, and only in the Management Zones for which the activity is permitted
Protected Animal	The same meaning that it has in section 1.6 of the Biodiversity Conservation Act <p><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></p> <p><i>(a) humans, or</i></p> <p><i>(b) fish within the meaning of the Fisheries Management Act 1994 (NSW)"</i></p>
Protected Person	Each and all of the following: <ul style="list-style-type: none"> - the Minister - the Minister's Representative - the Environment Agency Head - the employees or officers of DPE - the NSW BCT - 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 Minister, the Minister's Representative, the Environment Agency Head or the NSW BCT for any purpose - the Crown in right of the State of New South Wales
Registration	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

Word/s	Meaning
Registration Date	The date on which the Minister receives notification from the Registrar-General that this Deed has been registered under Section 5.12 of the Biodiversity Conservation Act
Relevant Account	The biodiversity stewardship site account within the Biodiversity Stewardship Payments Fund kept by the Fund Manager in accordance with the Biodiversity Conservation Regulations
Reporting Obligations	The reporting and record keeping requirements as set out in Attachment 3
Reporting Period	Each of the following: <ul style="list-style-type: none"> - prior to the First Payment Date: <ul style="list-style-type: none"> + the 12 month period commencing on the Agreement Date; and + each subsequent 12 month period commencing on each anniversary of the Agreement Date - on and from the First Payment Date: <ul style="list-style-type: none"> + the 12 month period commencing on such First Payment Date; and + each subsequent 12 month period commencing on each anniversary of the First Payment Date
Research	The investigation into and study of facts relating to Biodiversity and Biodiversity Values, and the conservation of Biodiversity and Biodiversity Values
Review Date	<ul style="list-style-type: none"> - Until the first Ownership Change Date, each 5th anniversary of the Agreement Date - On and after the Ownership Change Date, on the Ownership Change Date and each 5th anniversary of the Ownership Change Date
Sell	To sell, transfer, gift, assign or otherwise dispose of and "Sale" has a corresponding meaning
Site Assessment Report	The report described in Item H
Site Sketch Plan	A plan in registrable form which is part of this Deed showing the boundaries of the Biodiversity Stewardship Site, but not a deposited plan or subdivision plan which is separate to this Deed

Word/s	Meaning
Site Splitting	A gifting or transfer of part only of the Land, including a Subdivision in preparation for such a gift or transfer <i>Note: For example, if the Owner wanted the Owner's children to each own part of the Land</i>
Special Conditions	The terms and conditions set out in Item J
Standard Provisions	Clauses 1 to 31 of this Deed, and this Dictionary
Subdivide	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
Templates	The Templates available on the NSW BCT website
Threatened Ecological Community	Vegetation communities that are: <ul style="list-style-type: none"> – 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 Biodiversity Conservation Act; or – listed in accordance with the Environment Protection and Biodiversity Conservation Act 1999 (Cth)
Threatened Species	The same meaning as 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 a list of threatened species was available at https://www.legislation.nsw.gov.au/#/view/act/2016/63/sch1</i>

Word/s	Meaning
Total Fund Deposit	The meaning given to it in section 6.21(7) of the Biodiversity Conservation Act and for this Biodiversity Stewardship Site is the amount specified in Item K <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meant, for a site, an amount determined (subject to the regulations) by the Environment Agency Head as the present value of the total of all scheduled management payments in respect of the site (under the biodiversity stewardship agreement) during the life of the agreement. The present value is to be determined by applying the discount rate determined and published by the Environment Agency Head from time to time.</i>
Waste	The meaning given to it in the Protection of the Environment Operations Act 1997 (NSW) <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning included:</i> (a) any substance (whether solid, liquid or gaseous) that is discharged, emitted or deposited in the environment in such volume, constituency or manner as to cause an alteration in the environment, or (b) any discarded, rejected, unwanted, surplus or abandoned substance, or (c) any otherwise discarded, rejected, unwanted, surplus or abandoned substance intended for sale or for recycling, processing, recovery or purification by a separate operation from that which produced the substance, or (d) any processed, recycled, re-used or recovered substance produced wholly or partly from waste that is applied to land, or used as fuel, but only in the circumstances prescribed by the regulations, or (e) any substance prescribed by the regulations to be waste. <i>A substance is not precluded from being waste merely because it is or may be processed, recycled, re-used or recovered</i>

NSW BCT delegate

Owner
Page 95 of 95