PLANNING PROPOSAL REQUEST

No. 229 Macquarie Grove Road, Cobbitty

(Camden Council)

Prepared For:
Trustees of the Sisters
Of the Good Samaritan
Prepared By:

PPS PASCOE
PLANNING SOLUTIONS

Volume 2
Annexure "D"
Appendices 4
Biodiversity Overview and Management Principles
(Travers Ecological)

October 2021

Appendix 4. Biodiversity Agreement no. 2

BioBanking
Biodiversity Banking and Offsets Scheme

BioBanking agreement
ID number: 217

Under the

Threatened Species Conservation Act 1995

for

Trustees of the Sisters of the Good Samaritan

for

Mater Dei (Stage 2)

Lot 100 in Deposited Plan Number 1159926

NSW GOVERNMENT | Office of Environment & Heritage

Version 1.4 August 2014

BioBanking agreement under Part 7A Division 2 of the *Threatened Species Conservation Act 1995*

This agreement made on the 4th day of May 2016 **between** the Minister for the Environment of the State of New South Wales, being the Minister currently administering the *Threatened Species Conservation Act 1995* (**'the Minister'**, which expression shall where the context admits, be deemed to include his or her successors in office) on the one part and Trustees of the Sisters of the Good Samaritan ABN 42 062 542 036, ARBN 062 542 036 (**'the landowner'**) of 229 Macquarie Grove Road on the other part.

Background

A The landowner is the owner of that parcel being Lot 100, Deposited Plan 1159926, Parish of Narrellan, County of Cumberland, known as Mater Dei 229 Macquarie Grove Road, Cobbitty NSW 2570 (**'the land'**).

B The biobank site that is the subject of this agreement forms part of the land and is shown on the biobank site boundary map titled 'Map B Site Map - Mater Dei Stage 2 Biobank Site Lot 100 DP 1159926 (Dated 5 January 2016)' included in Annexure A of this agreement.

The biobank site covered by this agreement consists of approximately 58.4 hectares.

C The landowner has requested the Minister to enter into a biobanking agreement under clause 14 of the BioBanking Regulation for the purpose of designating the biobank site on the land.

D The Minister and landowner recognise that the landowner will receive biodiversity credits determined in accordance with the BioBanking Assessment Methodology (and set out in Annexure B) relating to the impact or likely impact of the management actions required to be carried out under Clause 3 and Annexure C of this agreement regarding the biodiversity values listed in Annexure B.

E Not applicable.

F The landowner and the Minister recognise that this biobanking agreement is being entered into for the purposes of the BioBanking Scheme established under Part 7A of the Act.

G The landowner agrees to undertake the management actions and implement the management plans to improve the biodiversity values of the biobank site as set out in Annexure C.

H The landowner agrees to undertake monitoring, reporting and record keeping as set out in Annexure D.

I Accordingly, the parties hereby enter into the following biobanking agreement under section 127D of the Act.

J The Minister has delegated the power to enter into this biobanking agreement to the Chief Executive of the Office of Environment and Heritage.

Now this agreement witnesses:

1. Interpretation

1.1 In this agreement, unless the contrary intention appears:

the **'Act'** means the *Threatened Species Conservation Act 1995* and any regulations from time to time in force thereunder

'adaptive management' means a process for improving management where the outcomes of monitoring indicate that minor alterations to the management actions or management plans are required to improve biodiversity values

'agreement' means this biobanking agreement entered into by the Minister and the landowner under section 127D of the Act for this biobank site

'animal' has the same meaning as in section 4 of the Act

'Annexure A' means Annexure A to this agreement entitled 'Maps of the biobank site'

'Annexure B' means Annexure B to this agreement entitled 'BioBanking Agreement Credit Report'

'Annexure C' means Annexure C to this agreement entitled 'Management actions and management plans'

'Annexure D' means Annexure D to this agreement entitled 'Monitoring, reporting and record keeping requirements'

'Annexure E' means Annexure E to this agreement entitled 'Payment schedules'

'annual report' means the annual report to be prepared by the landowner in accordance with item 2 of Annexure D

'authorised officer' means a person appointed under section 156B of the *National Parks and Wildlife Act* 1974

'biobank site' means that part of the land shown as the "biobank site" on the biobank site boundary map

'biobank site boundary map' means the map entitled 'Map B Site Map -Mater Dei Stage 2 Biobank Site Lot 100 DP 1159926 (Dated 5 January 2016)' and included in Annexure A

'Biobanking Agreement Credit Report' means the report contained in Annexure B generated by a BioBanking Assessor for the biobank site using the BioBanking Assessment Methodology and the BioBanking Credit Calculator which includes the number and type of biodiversity credits to be created on the biobank site

'biobanking agreements register' means the register of biobank sites kept by the Chief Executive under Part 7A of the Act

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'BioBanking Assessment Methodology' means the rules established under section 127B of the Act

'BioBanking Regulation' means the Threatened Species Conservation (Biodiversity Banking) Regulation 2008

'BioBanking Scheme' means the Biodiversity Banking and Offsets Scheme established under Part 7A of the Act

'BioBanking Trust Fund' means the fund established under Part 7A of the Act to hold funds from the sale of biodiversity credits (the Total Fund Deposit)

'biodiversity credits' means biodiversity credits created under Part 7A of the Act

'biodiversity credits register' means the register of biodiversity credits kept by the Chief Executive under Part 7A of the Act

'biodiversity values' has the same meaning as in section 4A of the Act

'Chief Executive' means the Chief Executive of the Office of Environment and Heritage

'commencement date' means the date this agreement commences under clause 18 of this agreement

'critical habitat' has the same meaning as in section 4 of the Act

'day' means any day including Saturdays, Sundays and public holidays

'development' has the same meaning as in section 127(1) of the Act

'Director General' has the same meaning as in section 4 of the Act

'ecological burn' means a burn to improve biodiversity values carried out as part of the management of fire for conservation

'fee unit' has the same meaning as in the BioBanking Regulation

'first payment date' means the date the balance in the relevant biobank site account is equal to or greater than 80% of the Total Fund Deposit for the first time

'Fund Manager' means the person appointed by the Minister from time to time under Part 7A of the Act as the Fund Manager to manage the BioBanking Trust Fund

GST has the same meaning as given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) and any other Act or regulation relating to the imposition or administration of the GST

'land' means that parcel or parcels of land which contains the biobank site as described in paragraph A of this agreement

'management action' means the actions to be carried out by the landowner on the biobank site to improve biodiversity values for which biodiversity credits may be created. Such actions are set out in of Annexure C. A reference to a management action includes a reference to refraining from doing anything, whether or not that thing was being done beforehand

'management of fire for conservation' means the controlled application of fire under specified environmental and weather conditions to a predetermined area and at the time, intensity and rate of spread required to attain planned improvement of biodiversity values

'management of grazing for conservation' is the implementation of a variable and adaptive stock grazing regime for improving biodiversity values, such as for controlling exotic weeds or vegetation biomass, or enhancing the competitiveness of native perennial species. Typically it involves short periods of intensive grazing between long periods of little or no grazing. Management of grazing for conservation differs with site condition, specific management goals, seasonal conditions and regions

'management payments' means the payments to be made to the landowner in accordance with the payment schedules and the requirements in Annexure E

'management plans' means the management plans to be implemented by the landowner in carrying out the management actions and included in Section 3 and Section 4 of Annexure C (or such other management plans as approved by the Chief Executive in accordance with the provisions of Annexure C)

'management zone' means those areas of the biobank site identified on the map entitled 'Map C Management Zone Map - Mater Dei Stage 2 - Lot 100 DP 1159926 (Dated 17 March 2016)' and included in Annexure A

'maximum operational surplus' has the same meaning as in clause 33(2) of the BioBanking Regulation

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

'native animal' has the same meaning as in section 5 of the NPW Act

'native plant' has the same meaning as in section 5 of the NPW Act

'native vegetation' has the same meaning as in section 6 of the NV Act

'NPW Act' means the *National Parks and Wildlife Act 1974* and any regulations from time to time in force thereunder

'NV Act' means the *Native Vegetation Act 2003* (NSW)

'OEH' means the Office of Environment and Heritage

'ongoing' in relation to the timing of carrying out a management action means commencing on the commencement date or first payment date (as indicated) and continuing in perpetuity, unless specified otherwise

'operational deficit' has the same meaning as in clause 31(2) of the BioBanking Regulation

'operational deficit threshold' has the same meaning as in clause 32(2) of the BioBanking Regulation

'operational surplus' has the same meaning as in clause 31(3) of the BioBanking Regulation

'**owner**' has the same meaning as in section 127(1) of the Act and includes successors in title referred to in section 127J of the Act

'**party**' means a party to this agreement

'payment schedules' means the tables entitled 'payment schedule' and 'in perpetuity management costs' included in Annexure E

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

'plant' has the same meaning as in section 4 of the Act

'planting schedule' means the schedule at item 6.6 of Section 1, Annexure C

'processing fee' means the processing fee which is to accompany an application to enter into a biobanking agreement as required by clause 14 of the BioBanking Regulation

'**record keeping requirements'** means those record keeping requirements set out in item 3 of Annexure D

'**regrowth'** has the same meaning as in section 9 of the NV Act

'relevant biobank site account' means the biobank site account within the BioBanking Trust Fund kept by the Fund Manager in accordance with clause 30(1) of the BioBanking Regulation

'remnant native vegetation' has the same meaning as in section 9 of the NV Act

'sensitive threatened species' means any threatened species, populations or ecological communities or any critical habitat (or any area or areas of land proposed to be identified as critical habitat), information relating to the location of which must not be made available to the public on a register kept under Part 7A of the Act, as required by clause 48(1)(a) or (b) of the BioBanking Regulation

'threatened species, populations and ecological communities' and **'threatened species, population or ecological community'** have the same meaning as in the Act

'Total Fund Deposit' has the same meaning as in clause 26(1) of the BioBanking Regulation

'waste' has the same meaning as in the *Protection of the Environment Operations Act 1997*.

1.2 A word or expression that indicates one or more particular genders shall be taken to indicate every other gender. A reference to a word or expression in the singular form includes a reference to the word or expression in the plural form, and vice versa.

1.3 Any reference to an action, or carrying out an action, includes a reference to doing anything or refraining from doing anything.

1.4 Any reference to a person shall be deemed to include a corporate body and vice versa.

1.5 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

1.6 The schedules and Annexures to this agreement form part of this agreement.

1.7 Any notes included in the agreement do not form part of the agreement.

2. Status of this agreement

The parties agree that this agreement is a biobanking agreement within the meaning of section 127D of the Act.

3. Use of the biobank site

The landowner covenants with the Minister as follows:

General responsibilities

3.1 Except as otherwise permitted by this agreement, the landowner must not carry out any act or omit to carry out any act, or cause or permit any act to be carried out or any act not to be carried out which act or omission may harm biodiversity values on the biobank site, including but not limited to any native animals, native plants, threatened species, populations and ecological communities, and their habitats.

Note: The clearing of native vegetation that is otherwise permissible in accordance with the NV Act (whether it is permissible under a Property Vegetation Plan, routine agricultural management activity (as defined under the NV Act), or is otherwise permitted under Part 3 of that Act) can only be carried out on the biobank site to which this agreement applies if it is also permissible under this agreement. Item 5.1 of the management actions contained in Section 1 of Annexure C of this agreement sets out the limited circumstances in which native vegetation can be cleared on the biobank site. Annexure C of this agreement also contains limited exceptions in relation to when a landowner is not required to comply with the management actions contained in Annexure C.

Cultural heritage

3.2 To avoid any doubt, nothing in this agreement is to be construed as authorising (including, but not limited to, 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 damage or to cause or permit damage to an Aboriginal object or Aboriginal place in, on or under the biobank site.

Obtaining of consents, permits and authorisations

3.3 The landowner is responsible for obtaining all necessary licences, consents, authorisations, permits or approvals in order to lawfully comply with and carry out its obligations under this agreement or to undertake or enable any other identified matter under clause 3.5 and/or clause 3.6.

Development

3.4 The landowner must not carry out, or cause or permit to be carried out, any development (as defined under clause 1 above) on the biobank site, unless the development:

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3.4.1 is permitted or required under Annexure C, or

3.4.2 is identified in the table entitled 'Permissible development on the biobank site' contained in clause 3.5 or identified in the table entitled 'Permissible human activities on the biobank site' contained in clause 3.6.

Permissible development

3.5 The landowner shall be permitted to carry out, or cause or permit to be carried out, the development specified in the following table in the management zone specified in the table.

Permissible development on the biobank site	
Description of development	**Management zone/s**
Any development within the meaning of section 127(1) of the Act reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property.	All zones
Carrying out of any activity subject to Petroleum Exploration Licence 2 of the Petroleum (Onshore) Act 1991 or any other any petroleum title that may be granted under the *Petroleum (Onshore) Act 1991.*	All zones
Carrying out of any activity subject to Authority 6 or Authority 281 issued under the *Mining Act 1992* or any other authorisation that may be granted under that Act.	All zones
Implementation of all forms of hazard reduction works as directed under the *Rural Fires Act 1997.*	All zones
Any development permitted or required as part of a management action provided for in Annexure C.	All zones
The establishment of new walking tracks, vehicle tracks, interpretation signs, protective shelter, fencing and gates as permitted or required as part of a management action provided for in Annexure C.	Zones as permitted in Annexure C
The maintenance of walking tracks, vehicle tracks, access road, interpretation signs, protective shelter, fencing and gates as permitted or required as part of a management action provided for in Annexure C.	Zones as permitted in Annexure C
The maintenance and or replacement of sheds, picnic tables, barbeques, toilets and water treatment ponds.	Zones as permitted in Annexure C
The removal of gates, fences, the ropes course, sheds, picnic tables, barbeques, toilets/toilet blocks and water treatment ponds as permitted or required as part of a management action provided for in Annexure C.	Zone as permitted in Annexure C

Permissible human activities

3.6 Notwithstanding clause 3.1, the landowner may carry out or cause or permit to be carried out any human activities specified in the following table, in the management zone specified in the table.

Permissible human activities on the biobank site	
Description of human activities	**Management zone/s**
Any human activity reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property.	All zones
Any activity required to undertake permissible development as outlined in clause 3.5.	All zones
Any activity permitted or required as part of a management action under Annexure C.	All zones
Passive recreation by small groups as permitted or required as part of a management action under Annexure C. Passive recreation includes: bushwalking, birdwatching, nature observation, picnicking.	All zones
Vehicular access only for the purpose of undertaking management actions is permissible	All zones
Use of existing structures including sheds, picnic tables, barbeques and toilets.	MZ8
Overnight stays and/or camp fires, fuel not to be collected from biobank site, the fire must be lit in a container e.g. drum or a made fireplace, and be on the same area of ground each time.	MZ8

4. Management actions and management plans

4.1 The landowner must carry out or procure the carrying out of the management actions in accordance with the timing, manner and requirements of Annexure C.

4.2 The landowner must:

i. implement or procure the implementation of; and

ii. comply or procure the compliance with

the management plans in accordance with the timing, manner and requirements of Annexure C.

Note: The management actions listed in Annexure C include requirements to take certain action and requirements to refrain from taking certain action.

4.3 Unless otherwise indicated by Annexure C, the landowner must ensure that

i. the management actions to be carried out in accordance with clause 4.1; and

ii. the management plans to be implemented and complied with in accordance with clause 4.2

are carried out in perpetuity, commencing from the date indicated in Annexure C.

4.4 The landowner's obligations under this clause are subject to clause 12.4 of this agreement.

5. Total Fund Deposit

For the purpose of clause 26 of the BioBanking Regulation, the Total Fund Deposit for this biobank site is $7,163,980.00 excluding GST, determined in accordance with Part 6 of the BioBanking Regulation.

Note: Part 6 of the BioBanking Regulation prescribes the amount that must be deposited in the BioBanking Trust Fund before the first transfer (or retirement without transfer) of each biodiversity credit can be registered. The prescribed amount is the Total Fund Deposit, or proportion thereof if a partial sale of credits is made. The Total Fund Deposit is the present value of the total of all management payments listed under this agreement, as determined by the Chief Executive.

6. Biodiversity credits

6.1 The Chief Executive is permitted under section 127W(4) of the Act, to create (without application by the landowner under section 127W(4) of the Act) the biodiversity credits listed in Annexure B on the commencement date.

6.2 The biodiversity credits listed in Annexure B will be created for the biobank site.

6.3 At the commencement date, the landowner is entitled to receive $ 4,401,910.00 excluding GST, to be satisfied in full by the creation of the biodiversity credits listed in Annexure B.

Note: $11,565,890.00 is a best estimate of the market value of the biodiversity credits at the time of creation. The market value has been estimated by reference to the notional Part B amount as determined by the landowner in the credit pricing spreadsheet or reference to the notional Part B amount for the last traded biodiversity credit of the same or similar type.

The Part B amount is that part of the sale price received by the landowner (or another landowner if reference is made to a previous sale of that biodiversity credit type) after the entire Total Fund Deposit is satisfied and deposited into the BioBanking Trust Fund.

The sale price of each biodiversity credit will be negotiated between the landowner and the buyer and will be affected by supply and demand for each biodiversity credit. The final price at the time of transfer of the biodiversity credit (or retirement or the biodiversity credit without transfer) may not reflect this estimated amount.

The Minister does not warrant that the landowner will be able to sell biodiversity credits for the estimated market value.

7. Monitoring, record keeping and reporting

7.1 The landowner must comply with the monitoring and record keeping requirements as set out in Annexure D.

7.2 The landowner must submit an annual report complying with the requirements set out in Annexure D to the Chief Executive within the timeframe specified in Annexure D.

7.3 The landowner must notify the Chief Executive in writing as soon as practicable after becoming aware of any failure to comply with this agreement or any other incident at the biobank site (or surrounds) which results or may result in a sudden or significant decline of biodiversity values at the biobank site. In particular, the landowner must notify the Chief Executive of:

7.3.1 the nature, location and time of the incident

7.3.2 the impact of the incident on biodiversity values

7.3.3 the measures that have been taken or will be taken in response to the incident

7.3.4 any provision of this agreement which may have been breached

7.3.5 the extent of any damage caused or permitted by the incident

7.3.6 the measures which have been taken or will be taken to prevent a recurrence of the incident.

8. Use of the land by servants, agents, lessees or licensees

The landowner must incorporate all relevant requirements of this agreement in any lease or licence issued for the biobank site, and must at all times ensure that any servant, contractor, consultant, agent, lessee or licensee occupying the biobank site area shall be aware of, and not undertake any act inconsistent with, the landowner's obligations under this agreement.

9. Change of land ownership or subdivision of land

9.1 The landowner must notify the Chief Executive in writing of any change of:

9.1.1 ownership of the biobank site, or any part thereof, within seven (7) days after the change of ownership of the biobank site; or

9.1.2 lessee of the biobank site, or any part thereof, within twenty-eight (28) days after the change of lessee or licensee of the biobank site.

The notice must include the name and address and other relevant contact details of the new landowner, lessee or licensee.

9.2 The landowner must provide a copy of this agreement, including a copy of each management plan and a copy of all records required to be kept under the record keeping requirements, to the transferee before completion of the assignment, transfer, disposal or sale of any interest in the biobank site.

9.3 The landowner must notify the Chief Executive in writing no less than 14 days before the biobank site is subdivided.

9.4 The landowner cannot assign, transfer, dispose of or sell its rights, title or interest in part of the land containing any area of the biobank site unless the landowner and the Minister have first agreed to vary the agreement to apportion the obligations and rights under the agreement in respect of that part of the biobank site that will be assigned, transferred, disposed of or sold.

10. Right to enter biobank site for research and monitoring

10.1 The landowner must permit access to the biobank site at any time to the Minister, the Chief Executive, an authorised officer or an officer of OEH for the purpose of carrying out research or monitoring in relation to the biodiversity values on the biobank site for which biodiversity credits have been created under this agreement, but only where the person has given reasonable notice to the landowner and the landowner's agent, lessee or licensee, of the intention to enter the biobank site for that purpose and the nature of the research or monitoring that will be conducted. In exercising its right of access under this clause, the Minister, the Chief Executive, an authorised officer or an officer of OEH must ensure that such access does not:

10.1.1 result in physical or radio interference which obstructs, interrupts or impedes the use or operation of any telecommunications network and telecommunications service of a lessee or licensee of a part of the land; or

10.1.2 interfere with the electricity supply separate from the landowner's electricity supply to any part of the land occupied by a lessee or licensee.

10.2 The Minister, Chief Executive, an authorised officer or an officer of OEH may make a written request to the landowner to consent to any other person specified in the written request to enter the biobank site for the purpose of carrying out the research or monitoring referred to in clause 10.1, whether or not that person will accompany the Minister, Chief Executive, an authorised officer or an officer of OEH. The landowner will not unreasonably withhold consent.

10.3 Clauses 10.1 and 10.2 do not affect or limit the powers of authorised officers under the NPW Act to enter premises for the purpose of determining whether there has been compliance with, or contravention of, this agreement.

11. Agreement preparation expenses

Each party bears its own costs in connection with the preparation and execution of this agreement.

12. Obligations of the Minister

12.1 Subject to clauses 12.2 and 12.3 and starting from the first payment date, the Minister is required to direct the Fund Manager to make such management payments specified in the payment schedules from the relevant biobank site account to the landowner, at such intervals specified in the payment schedules.

12.2 The Minister may only make such a direction if:

12.2.1 the relevant biobank site account has sufficient funds to cover the management payment, and

12.2.2 the landowner has submitted the annual report for the preceding reporting period in accordance with clause 7.2 and Annexure D of this agreement, and

12.2.3 the Minister has reviewed the annual report for the preceding reporting period and is satisfied that the landowner has complied with their obligations set out in this agreement in the preceding period.

12.3 The landowner acknowledges that the Minister may, with the agreement of the landowner, direct that the management payments should not be made, or should be reduced, for a specified period of time or until further notice if the biobank site account has an operational deficit greater than the operational deficit threshold.

Note: Withholding or lowering payments when funds in the account are below the maximum operational deficit may help to preserve the long-term financial viability of the fund for the landowner.

12.4 If the Minister, with the agreement of the landowner, directs that management payments be reduced or not be made for a specified period of time or until further notice, then:

12.4.1 the Minister may, by written agreement with the landowner, suspend or vary any of the landowner's obligations to carry out management actions under this agreement for the same period of time or some other period, and

12.4.2 despite clause 4 of this agreement, the landowner's obligations to carry out management actions under this agreement are suspended or varied in accordance with the agreement.

The Minister must not agree to any variation or suspension under this clause unless satisfied that the variation or suspension does not have a negative impact on the biodiversity values protected by the agreement.

12.5 The landowner acknowledges that the Minister may, in addition to the management payments, direct additional payments to be paid from the BioBanking Trust Fund to the landowner, but only in circumstances where the biobank site account has an operational surplus, the operational surplus amount exceeds the maximum operational surplus for the biobank site account, and the amount the Minister directs to be paid does not exceed the difference between the operational surplus amount and the maximum operational surplus.

12.6 All management payments shall be paid into the bank account nominated by the landowner in accordance with the payment schedules.

13. Ownership of the land and registration of this agreement

13.1 The landowner represents and warrants to the Minister that as at the date of this agreement it is:

13.1.1 the legal and beneficial owner of the land; or

13.1.2 legally and beneficially entitled to become the owner of the land and will become the legal and beneficial owner of the land, prior to the date that this agreement is to be registered under clause 13.2 of this agreement.

13.2 As contemplated by section 127L(1) of the Act, the Minister agrees to notify the Registrar General when this agreement has been entered into, varied or terminated so the Registrar General can register the agreement, variation or termination by making an entry concerning the agreement, variation or termination in the relevant folio of the Register kept under the *Real Property Act 1900* (NSW) for the land.

13.3 The fee to register the agreement in accordance with section 127L(1) of the Act will be taken from the processing fee, except as provided by clause 13.4.

13.4 If the landowner elects to identify the exact boundaries of the biobank site on the Deposited Plan for the land, the landowner must bear any additional costs of registration.

14. Variation and termination

14.1 Subject to clause 14.2, this agreement can only be varied or terminated in accordance with the Act.

14.2 The landowner waives any right to request voluntary termination in accordance with subsections 127G(5) and (6) of the Act.

14.3 This clause does not affect the ability of the Minister and the landowner to terminate this agreement by consent under section 127G(2)(a) of the Act (including in the circumstances described in subsection 127G(6) of the Act).

Note: Clause 14.2 ensures that the landowner can obtain Commonwealth Government tax advantages that apply to conservation covenants. Those tax advantages would not be available if the right to request termination of the agreement under subsections 127G (5) and (6) of the Act was available.

Subsections 127(5) and (6) of the Act give landowners the right to request termination of the agreement where credits are not sold within 3 months or after 5 years of entering the agreement. The effect of clause 14.2 is that the landowner gives up that right. This is essential as the tax advantages are only available where the Commonwealth Government has conferred conservation covenant status on biobank sites – and a requirement of this status is that the sites will operate permanently.

15. Indemnity and release

15.1 The landowner agrees to indemnify the protected persons against all expenses, losses, damages and costs that the protected person may sustain or incur as a result, whether directly or indirectly, of carrying out obligations under this agreement.

15.2 The indemnity given by the landowner does not cover any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.

15.3 The landowner releases to the full extent permitted by law the protected persons from all claims and demands arising out of or in connection with, or as a consequence of, carrying out of obligations by the landowners under this agreement, or in connection

with, or as a consequence of, a direction made by the Minister regarding the payment of management payments to the landowner under this agreement.

15.4 The release given by the landowner does not cover any claims and demands in respect of any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.

15.5 It is immaterial to the obligations of the landowner under this clause that a claim or demand arises out of any act, event or thing that the landowner is authorised or obliged to do under this agreement or that any time waiver or other indulgence has been given to the landowner for any such obligation under this agreement.

In clauses 15.1–15.4:

(i) 'protected person' means:

(a) the Minister

(b) the Chief Executive

(c) the employees or officers of the Office of Environment and Heritage

(d) any other person acting under the direction or control of the Minister or Chief Executive for any purpose

(e) the Crown in right of the State of New South Wales;

(ii) 'claims and demands' means all actions, suits, claims, demands, proceedings, losses, compensation, damages, sums of money, costs, legal costs, charges, and expenses to which the protected persons are or may become liable for in respect of loss or damage to the fixtures of the biobank site, financial or economic loss, loss of opportunity or other consequential loss of the landowner, and injury of any kind to or death of any person claiming through the landowner and however sustained on or outside the biobank site.

16. Dispute resolution

16.1 Where there is a dispute, difference or claim (dispute), the party raising the dispute must notify the other party in writing of the nature of the dispute, including the factual and legal basis of the dispute.

16.2 Within 14 days of the written notice, the Chief Executive and the landowner, or nominated senior representatives of the parties, must confer to attempt to resolve the dispute, and if the dispute cannot be resolved within twenty-one (21) days of the written notice, the Chief Executive and the landowner will refer the matter to mediation.

16.3 The parties will agree on the terms of appointment of the mediator and the terms of the mediation in writing within twenty-eight (28) days, failing which the mediation will be at an end and either party may commence court proceedings in respect of the dispute, difference or claim.

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16.4 If the matter has not been resolved within 28 days of the appointment of the mediator, the mediation process will be at an end and either party may commence court proceedings in respect of the dispute, difference or claim.

16.5 Notwithstanding the above clauses, the Minister, the Chief Executive or a person duly authorised by the Chief Executive, may enforce this agreement under the Act, or institute proceedings without first entering into the dispute resolution procedure set out in clauses 16.1, 16.2, 16.3, and 16.4.

16.6 Clause 10.1 of this agreement is not affected by these arrangements for dispute resolution.

17. Governing law

This agreement is governed by the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the courts of that State.

18. Commencement

This agreement shall have effect from the day it is executed by all parties.

19. Privacy statement

The landowner acknowledges and consents to the information contained in this agreement being made publicly available on the biobanking agreements register and, where biodiversity credits have been registered, on the biobanking credits register maintained by the Chief Executive and made available on the web.

Note: In accordance with the *Privacy and Personal Information Protection Act 1998* and the Act, some of the information contained in this agreement cannot be made available to the public.

20. Exercise of Minister's and Chief Executive's powers

20.1 The landowner acknowledges that the Minister may authorise any officer of OEH to exercise any of the Minister's functions under this agreement on the Minister's behalf.

20.2 The landowner acknowledges that the Chief Executive, may authorise any officer of OEH to do anything that the Chief Executive authorises for the purposes of this agreement.

21. Notices

21.1 Any notice, consent, information, application or request that must or may be given or made to a party is only given or made if it is in writing and delivered or posted to that party at its address set out below, or faxed to that party at its fax number set out below:

The Minister

Address	Office of Environment and Heritage PO Box A290 SYDNEY SOUTH NSW 1232
Fax	(02) 9995 6795
Attention (nominated officer)	Senior Team Leader, Ecosystems and Threatened Species, Environmental Programs Branch

Landowner

Address	2 Avenue Road, Glebe Point, NSW 2032
Fax	8752 5333
Attention	Michael McDonald

21.2 The name or title of the nominated officer or the address for the Minister referred to in clause 21.1 above may be updated from time to time by a further written notice being sent to the landowner by an officer of OEH advising of the new officer (or title of an office) and address to which such documents, information or notification may be sent.

21.3 For the avoidance of doubt, this clause does not fetter the Minister or Chief Executive's discretion to give or withhold from giving such notice, consent or permission.

Agreement annexures

Annexure A Maps of biobank site

Annexure B Biobanking Agreement Credit Report

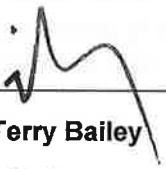
Annexure C Management actions and management plans

Annexure D Monitoring, reporting and record keeping requirements

Annexure E Payment schedules

In witness where of the parties hereto have executed this agreement the day and year first above written.

Signed by
Terry Bailey, Chief Executive, Office of Environment and Heritage, as delegate under Section 142A of the *Threatened Species Conservation Act 1995* in the presence of:



Terry Bailey

4 May 2016.

Date

Witness signature

4 May 2016

Date

Sandra Harris

Witness name-Please Print

59 Goulburn St,

SYDNEY. NSW. 2000.

Witness address

Signed by the landowner/s or director/s

THE COMMON SEAL of the body corporate called **TRUSTEES OF THE SISTERS OF THE GOOD SAMARITAN** ARBN 062 542 036 was affixed in the presence of the Superior and two other Member of the Body Corporate all of whom have signed below

Roman Catholic Church Communities' Lands Act 1942 (sec.7)

Clare Therese Condon	**Veronica Joan Hoey**
Signature	Signature
12 April 2016	14 April 2016
Date	Date
Superior and Trustee	**Trustee**
Position	Position
In the presence of:	In the presence of:
Witness signature	Witness signature
12 APRIL 2016	14th April 2016
Date	Date
MARY B ROBINSON	KAREN O'CONNOR
Witness name-Please Print	Witness name-Please Print
23 TALEEBAN ROAD, RIVERVIEW 2066	2-30 DOUGLAS ST ASHWOOD 3147
Witness address	Witness address

VB BPMS

BPM Sontrop

Bernardina Paulina Maria Sontrop

Signature

13.4.2016

Date

Trustee

Position

In the presence of:

Witness signature

13.4.2016

Date

PATRICIA VESELY

Witness name-Please Print

18 HIGHLAND PLACE
BRIDGEMAN DOWNS 4035

Witness address

Seal (if signing under seal):

The Chief Executive approves Annexure C and Annexure D as a property management plan prepared by the Landowner under the section 113B of the *Threatened Species Conservation Act 1995*.

Signed by
Terry Bailey, Chief Executive, Office of Environment and Heritage, as delegate under Section 113B of the *Threatened Species Conservation Act 1995* in the presence of:

Terry Bailey

4 May 2016

Date

Witness signature

4 May 2016

Date

Sandra Harris

Witness name-Please Print

59 Goulburn St,

SYDNEY. NSW. 2000.

Witness address

Annexure A: Maps of biobank site

Map A Location Map - Mater Dei Stage 2 Biobank site, Cobbity (Dated 5 January 2016)

Map B Site Map - Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016)

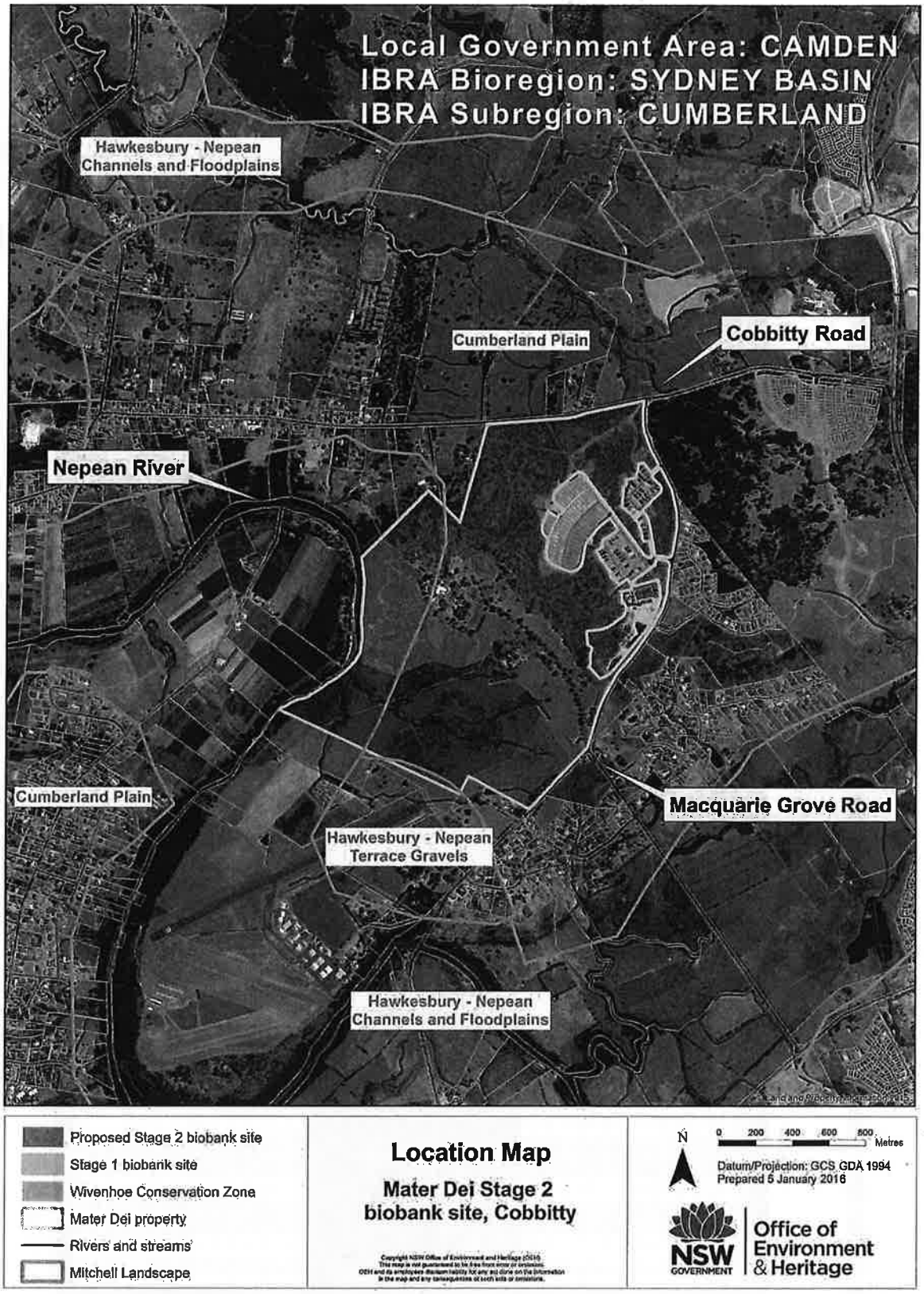
Map C Management Zone Map - Mater Dei Stage 2 - Lot 100 DP 1159926 (Dated 17 March 2016)

Map D Property Management Actions Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016)

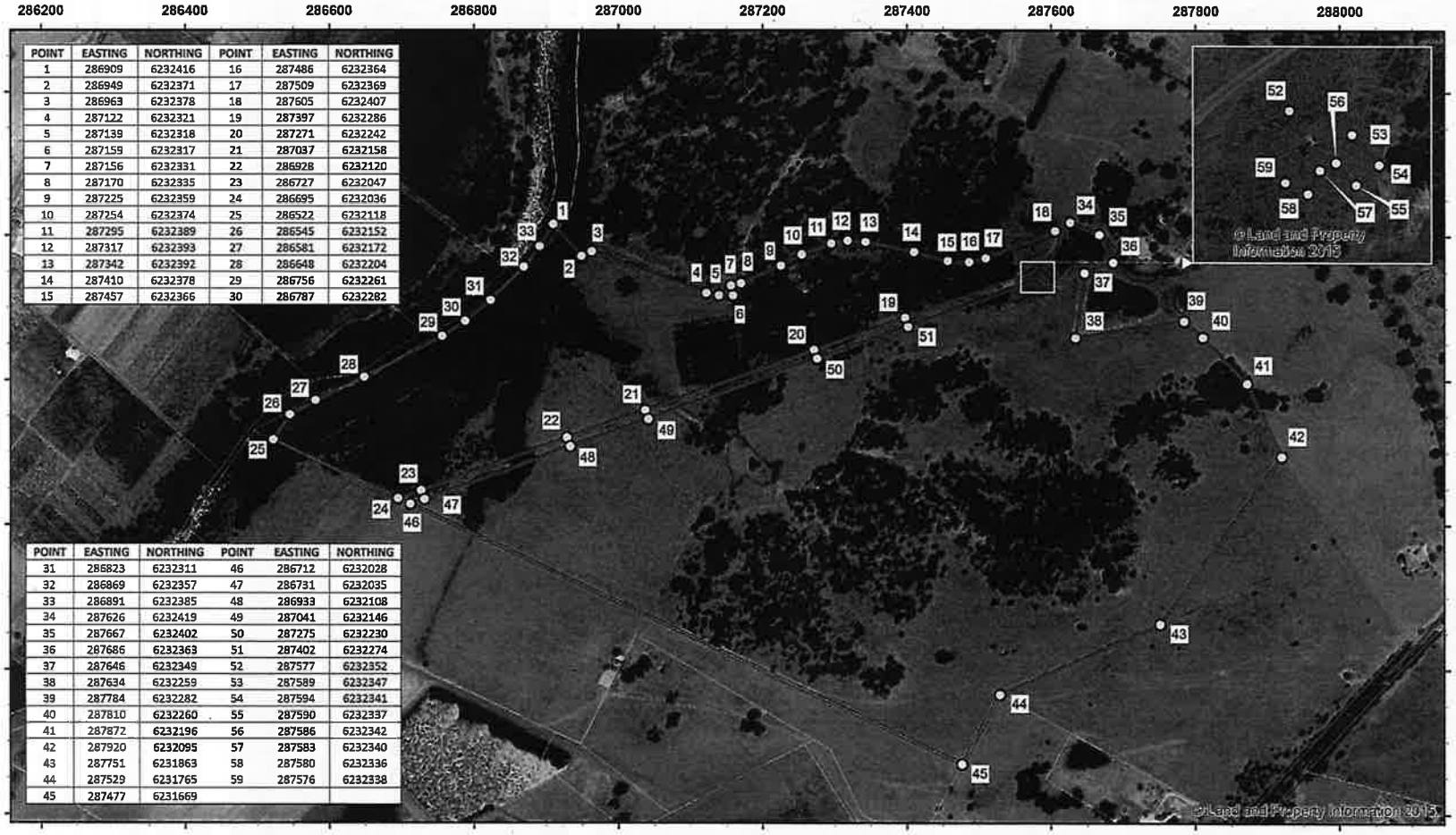
Map E Vegetation Zones - Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 17 March 2016)

Map F Photo Monitoring Points - Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016)

Map A: Location Map- Mater Dei Stage 2 Biobank site, Cobbity (Dated 5 January 2016)



Map B Site Map - Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016)



POINT	EASTING	NORTHING	POINT	EASTING	NORTHING
1	286909	6232416	16	287486	6232364
2	286949	6232371	17	287509	6232369
3	286963	6232378	18	287605	6232407
4	287122	6232321	19	287397	6232286
5	287139	6232318	20	287271	6232242
6	287159	6232317	21	287037	6232158
7	287156	6232331	22	286928	6232120
8	287170	6232335	23	286727	6232047
9	287225	6232359	24	286695	6232036
10	287254	6232374	25	286522	6232118
11	287295	6232389	26	286545	6232152
12	287317	6232393	27	286581	6232172
13	287342	6232392	28	286648	6232204
14	287410	6232378	29	286756	6232261
15	287457	6232366	30	286787	6232282

POINT	EASTING	NORTHING	POINT	EASTING	NORTHING
31	286823	6232311	46	286712	6232028
32	286869	6232357	47	286731	6232035
33	286891	6232385	48	286933	6232108
34	287626	6232419	49	287041	6232146
35	287667	6232402	50	287275	6232230
36	287686	6232363	51	287402	6232274
37	287646	6232349	52	287577	6232352
38	287634	6232259	53	287589	6232347
39	287784	6232282	54	287594	6232341
40	287810	6232260	55	287590	6232337
41	287872	6232196	56	287586	6232342
42	287920	6232095	57	287583	6232340
43	287751	6231863	58	287580	6232336
44	287529	6231765	59	287576	6232338
45	287477	6231669			

Legend

- Boundary points
- Biobank site
- Cadastre

Site Map

Mater Dei Stage 2 biobank site
Lot 100 DP 1159926

N

0 60 120 180 240 Metres

Datum/Projection: GCS GDA 1994
Prepared 5 January 2016

NSW GOVERNMENT Office of Environment & Heritage

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Map C Management Zone Map - Mater Dei Stage 2 - Lot 100 DP 1159926 (Dated 17 March 2016)

Legend

Biobank site

Not Native Vegetation

Management Zone Map

Mater Dei Stage 2 biobank site
Lot 100 DP 1159926

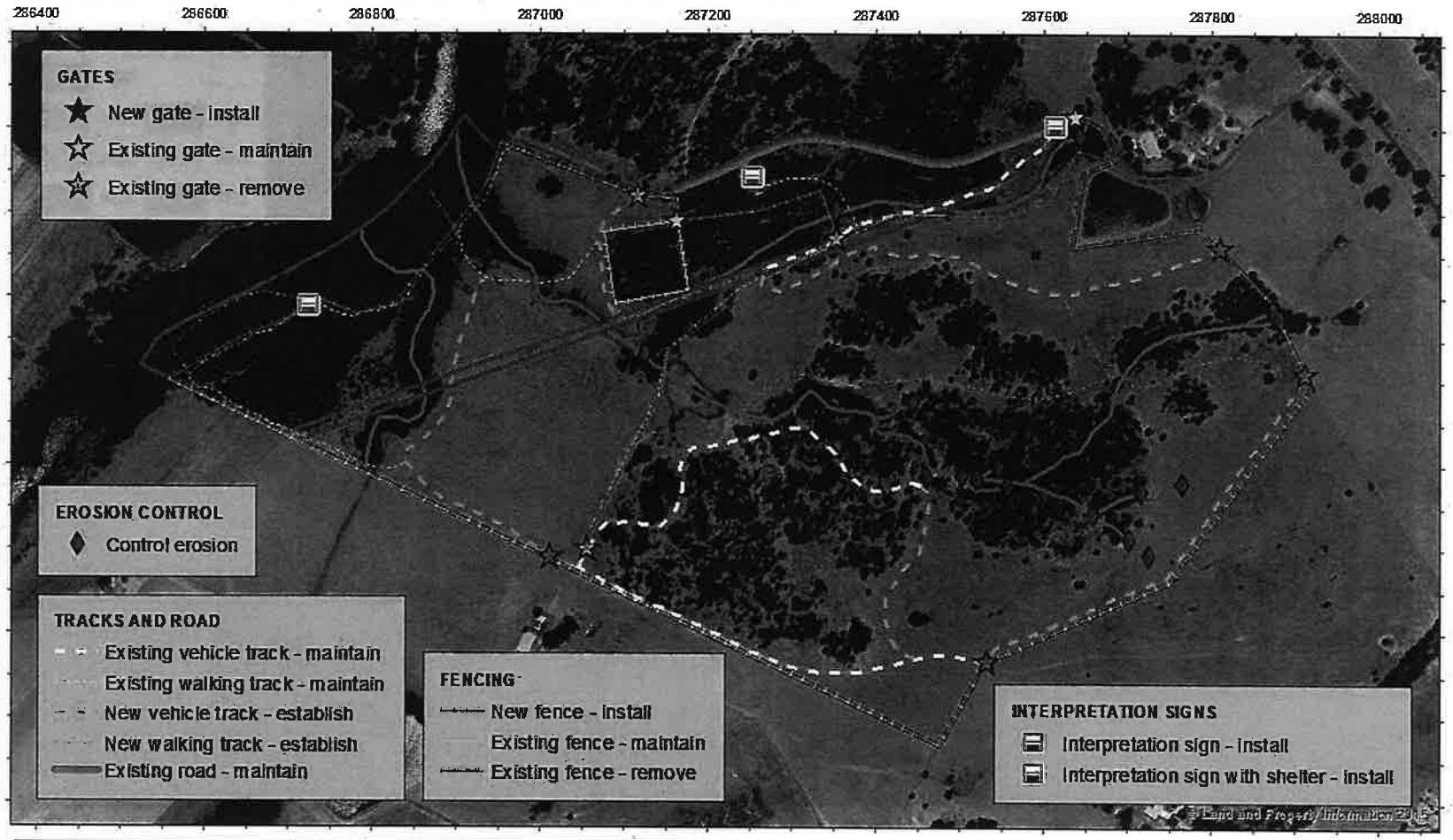
N

0 40 80 120 160 Metres

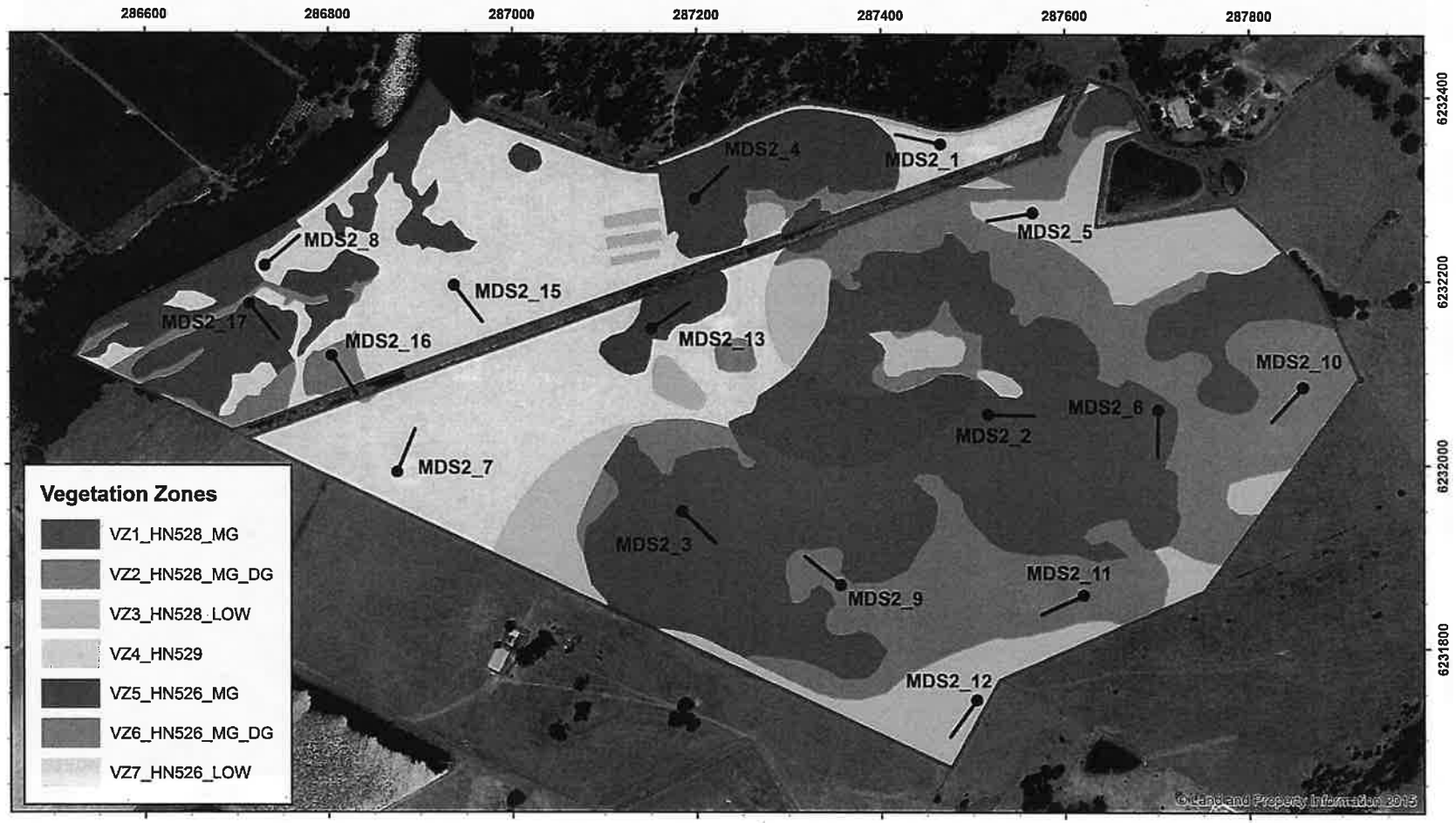
Datum/Projection: GCS GDA 1994
Prepared 17 March 2016

NSW GOVERNMENT Office of Environment & Heritage

Map D Property Management Actions Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016)



Map E Vegetation Zones - Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 17 March 2016)



Survey plots
Survey transects
Not Native Vegetation
Biobank site

Vegetation Zones

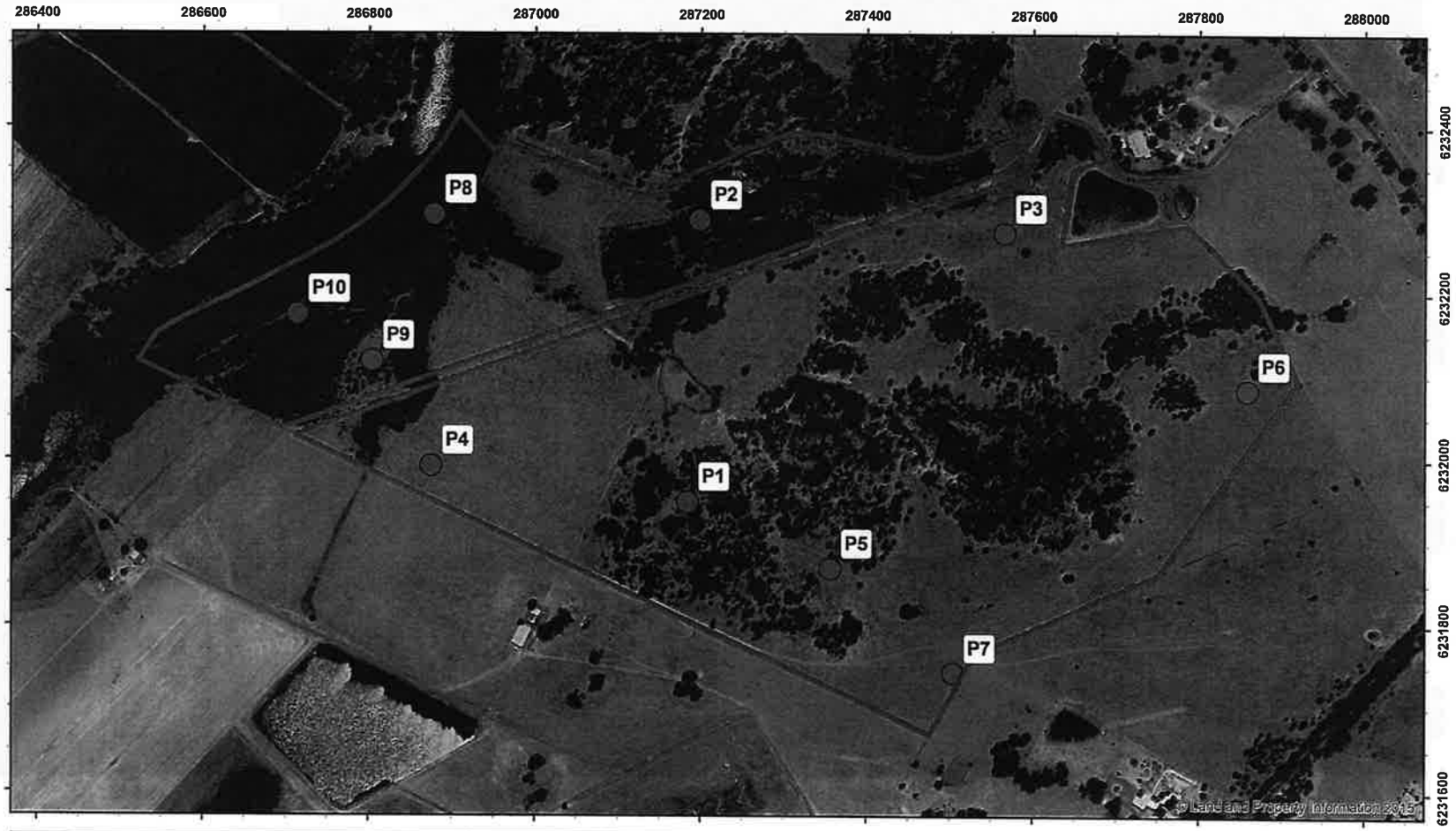
Mater Dei Stage 2 biobank site
Lot 100 DP 1159926

N
0 40 80 120 160
Metres

Datum/Projection: GCS GDA 1994
Prepared 17 March 2016

NSW GOVERNMENT Office of Environment & Heritage

Map F Photo Monitoring Points - Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016)



Legend

Biobank site

Photo Monitoring Points

Photo-monitoring Points

Mater Dei Stage 2 biobank site
Lot 100 DP 1159926

N

0 50 100 150 200 Metres

Datum/Projection: GCS GDA 1994
Prepared 5 January 2016

NSW GOVERNMENT Office of Environment & Heritage

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Annexure B: Biobanking Agreement Credit Report

BioBanking credit report

Request for additional gain in site value
This report identifies the number and type of credits required at a BIOBANK SITE

NSW GOVERNMENT | Office of Environment & Heritage

Date of report: 22/03/2016 Time: 2:31:43PM Calculator version: v4.0

Biobank details

Proposal ID:	0078/2016/2376B
Proposal name:	Mater Dei Stage 2 - final
Proposal address:	229 Macquarie Grove Road Cobbitty NSW 2570
Proponent name:	Trustees of the Sisters of the Good Samaritan
Proponent address:	PO Box 1076 Glebe NSW 2037
Proponent phone:	(02) 8752 5314
Assessor name:	Martin Bremner
Assessor address:	6 Betty Ave Winston Hill NSW 2153
Assessor phone:	9585 6930
Assessor accreditation:	0078

Additional information required for approval:

☐ Use of local benchmark

☐ Expert report...

Ecosystem credits summary

Plant Community type	Area (ha)	Credits created
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	23.47	341.00
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	33.38	536.00
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion	0.84	12.00
Total	57.69	889

Credit profiles

1. Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion, (HN528)

Number of ecosystem credits created	424
IBRA sub-region	Cumberland - Hawkesbury/Nepean

2. Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion, (HN528)

Number of ecosystem credits created	112
IBRA sub-region	Cumberland - Hawkesbury/Nepean

3. Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion, (HN529)

Number of ecosystem credits created	12
IBRA sub-region	Cumberland - Hawkesbury/Nepean

4. Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion, (HN526)

Number of ecosystem credits created	147
IBRA sub-region	Cumberland - Hawkesbury/Nepean

5. Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion, (HN526)

Number of ecosystem credits created	194
IBRA sub-region	Cumberland - Hawkesbury/Nepean

Species credits summary

Common name	Scientific name	Extent of impact Ha or individuals	Number of species credits created
Camden White Gum	Eucalyptus benthamii	4.00	28

Additional management actions

Additional management actions are required for:

Vegetation type or threatened species	Management action details
Camden White Gum	Control of feral pigs
Camden White Gum	Feral and/or over-abundant native herbivore control
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Exclude commercial apiaries
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Exclude miscellaneous feral species
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Feral and/or over-abundant native herbivore control
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Fox control
Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Slashing
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Exclude commercial apiaries
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Exclude miscellaneous feral species
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Feral and/or over-abundant native herbivore control
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Fox control
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Slashing
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion	Exclude commercial apiaries
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion	Exclude miscellaneous feral species
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion	Feral and/or over-abundant native herbivore control
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion	Fox control

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Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion	Slashing

Annexure C: Management actions and management plans

This Annexure C, together with Annexure D, is approved as a property management plan prepared by the landowner under the section 113B of the *Threatened Species Conservation Act 1995.*

A Management actions

A1 The landowner must undertake, or cause to be undertaken, the Management Actions contained in the following tables in this Annexure C:

(i) Section 1: Standard management actions (**'Section 1'**); and

(ii) Section 2: Additional management actions (**'Section 2'**)

in accordance with the conditions specified in Section 1 and Section 2 and within the timeframes (if any) specified in Section 1 and Section 2.

A2 In carrying out the management actions, the landowner must implement and, at all relevant times comply with, the management plans as contained in the following tables in this Annexure C:

(i) Section 3: Standard management plans (**'Section 3'**); and

(ii) Section 4: Additional management plans (**'Section 4'**)

in accordance with the conditions specified in those tables and management plans and within the timeframes (if any) specified in Section 3 and Section 4.

A3 Where a management action requires that something must not be done, the landowner must not do that thing and must not cause, authorise or permit any other person to do that thing.

A4 Notwithstanding A1 and A2 above, the landowner is not required to undertake the management actions so described if the action is inconsistent with anything (act or omission) required or authorised to be done by the landowner by or under any of the following:

I. removal of noxious weeds under the *Noxious Weeds Act 1993*

II. the control of noxious animals under the *Rural Lands Protection Act 1998*

III. an obligation arising under an eradication order or pest control order under Part 11 of the *Rural Lands Protection Act 1998*

IV. a direction under section 37A of the *State Emergency and Rescue Management Act 1989* in relation to a state of emergency or a direction under section 22A of the *State Emergency Service Act 1989*

V. in respect of the *Rural Fires Act 1997*:

(a) an emergency fire fighting act within the meaning of that Act

(b) emergency bushfire hazard reduction work within the meaning of that Act

(c) any notified steps issued to the landowner under section 63 of that Act

(d) any notice by a local authority under section 66 of that Act to undertake specified bushfire hazard reduction work

(e) otherwise as part of any managed bushfire hazard reduction work within the meaning of the *Rural Fires Act 1997* that is carried out in accordance with:

i. a current bushfire hazard reduction certificate that applies to the work

ii. the provisions of any bushfire code applying to the land specified in the certificate.

A5 The landowner may make minor alterations to any management actions as part of adaptive management, where the outcomes of monitoring, including documented observations of the landowner or his/her servant, lessee, agent or licensee/s, indicate that the minor alterations to the management actions are required to improve biodiversity values in accordance with the biobanking agreement. The landowner must document the minor alterations made to the management actions and the reasons for the alterations, and retain a record of the documentation and include it in the annual report.

B Timing for carrying out management actions

B1 An obligation to carry out a management action (or implement and comply with a management plan):

(i) will commence on the commencement date or first payment date (as indicated); and

(ii) must be carried out in perpetuity unless otherwise indicated in Sections 1 to 4 of this Annexure C.

B2 The landowner must ensure that if a timeframe is specified in Sections 1 to 4, that the management action is carried out within that timeframe.

B3 For the avoidance of doubt, an obligation to carry out a management action within a specified timeframe continues until the management action has been carried out even if the time for compliance has passed.

Section 1: Standard management actions

Standard management actions		
Item 1	**Management of grazing for conservation**	**Timing**
1.1	Stock must not be permitted to graze in any area of the biobank site. Specific requirements: • Existing stock proof fencing and gates identified on Map D Property Management Actions Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016) contained in Annexure A to this agreement as 'Existing fence - maintain' or 'Existing gate - maintain' must be retained and maintained to exclude livestock from the biobank site.	Ongoing from first payment date.
1.2	The landowner can prevent stock from grazing in specific areas by erecting and maintaining stock proof fencing and gates. Specific requirements: • Fencing and gates identified on Map D Property Management Actions Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016) contained in Annexure A to this agreement as 'New fence - install' or 'New gate – install' must be installed within 12 months of the first payment date and maintained to exclude livestock from the biobank site. • Fencing identified on Map D Property Management Actions Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016) contained in Annexure A to this agreement as 'Existing fence - remove', must be removed within 12 months of the first payment date. Fence removal will involve the removal of wire and metal posts only. Wooden posts can be left in the ground. • The gates identified on Map D Property Management Actions Mater Dei Stage 2 Biobank Site- Lot 100 DP1159926 (Dated 5 January 2016) contained in Annexure A to this agreement as 'Existing gate – remove' must be removed when the adjacent fencing is replaced.	Installation of new gates and new fences within 12 months of the first payment date, and maintenance ongoing. Removal of existing gates and existing fences within 12 months of the first payment date.
1.3	This item is not applicable.	
1.4	If, at any time, the landowner observes stock in any area of the biobank site, the landowner must take necessary measures to remove the stock from the area immediately.	Ongoing from first payment date.
Item 2	**Weed control**	**Timing**
2.1	The landowner must implement and, at all relevant times, comply with, the integrated weed management plan included in Section 3 (**'the weed management plan'**) (or such updated integrated weed management plan as has been approved by the Chief Executive under item 2.2 below). To allow for adaptive management, minor alterations can be made to the implementation of the weed management plan. Any alterations must be recorded in writing in accordance with Section	Ongoing from first payment date.

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	3 of this Annexure.	
2.2	The weed management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review. Where the Chief Executive determines from the review that an update of the weed management plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must be prepared by an appropriately qualified person and must cover the matters outlined below and any additional matters specified by the Chief Executive in writing: • a description of the target weed/s at the biobank site and their location/s, linked to each management zone where weeds are present • the method/s of weed control in each zone • the frequency of weed control activities at the site, taking into account management practices where weeds are providing habitat for native species • the timing of any planting of native plant species required in each management zone to provide alternative habitat for native species affected by weed control activities • methods for monitoring the success of weed control activities • a timetable/measures for inspections to identify new weed species or exotic plant species (including noxious weeds under the *Noxious Weeds Act 1993*) • additional weed control activities to destroy or remove any new weed species that are found on the site • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the weed management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary.	Ongoing from first payment date.
Item 3	**Management of fire for conservation**	**Timing**
3.1	The landowner must implement, and at all relevant times, comply with the fire management plan included in Section 3 (or such updated fire management plan as has been approved by the Chief Executive under item 3.2 below) (**'the fire management plan"**). To allow for adaptive management and weather conditions, minor alterations can be made to the implementation of the fire management plan, and must be recorded in writing in accordance with Section 3 of this Annexure.	Ongoing from first payment date.
3.2	The fire management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the	Ongoing from first payment date.

	management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review. Where the Chief Executive determines from the review that an update of the fire management plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must be prepared by an appropriately qualified person and cover the matters outlined below and any additional matters specified by the Chief Executive in writing: • the year the last fire went through, the type of fire and the extent of the fire and location, where known • frequency of natural fires in the area of the biobank site, where known • a description of locations and management zones where ecological burns will be conducted and areas that will not be burnt • the methods that will be used for ecological burns • the fire frequency intervals recommended for the vegetation types and threatened species present, including any required adjustment to the schedule in the event of a wildfire or activities undertaken under the *Rural Fires Act 1997* to ensure minimum frequency between ecological burns • the fire intensity for the recommended vegetation types • the time of year suitable for ecological burns • the diary for recording actions taken in accordance with the fire management plan and minor alterations to fire management plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary.	
3.3	Fires must not be lit on the biobank site other than for the purpose of ecological burning in accordance with the fire management plan or as permitted as a permissible human activity on the biobank site under item 4 of this Annexure or clause 3.6 of this agreement.	Ongoing from commencement date.
Item 4	**Management of human disturbance**	**Timing**
4.1	Except as permitted under clause 3 of this agreement or item 4.2 (below), human activities that adversely affect biodiversity values on the biobank site, including repeated disturbance of native animals, must not be carried out, or caused or permitted to be carried out, on the biobank site.	Ongoing from commencement date.
4.2	Human activities that may have a negative impact on biodiversity values on the biobank site are permitted if they are listed as permissible activities under clause 3.6 of this agreement or if they	Ongoing from commencement date.

	are undertaken as part of the management actions or management plans.	
4.3	Existing waste on the biobank site comprises of an old vehicle and machinery in Management Zone 2, identified as MZ2 on Map C Management Zone Map - Mater Dei Stage 2 - Lot 100 DP 1159926 (Dated 17 March 2016) contained in Annexure A to this agreement. These may be retained as they are not impacting upon the biodiversity values on the site and their removal may damage the biodiversity values on the site.	Ongoing from commencement date.
4.4	The landowner must not store, dispose of, or cause or permit to be disposed of, any waste on the biobank site. Note: The storage or disposal of waste on the biobank site may require an approval under the *Protection of the Environment Operations Act* 1997.	Ongoing from commencement date.
4.5	The landowner must take all reasonable steps to remove waste deposited by others on the biobank site, or which is otherwise present on the biobank site. Note: The old vehicle and machinery in Management Zone 2 (and referred to in Management Action 4.3) may be retained as they are not impacting upon the biodiversity values on the site and their removal may damage the biodiversity values on the site.	Ongoing from first payment date.
4.6	Signage must be installed and maintained to deter human disturbance including waste dumping. Unless otherwise indicated, signage must be the biobanking signs available from the OEH. Specific requirements: • One biobanking sign must be installed on each of the gates identified as 'New gate – install' or 'Existing gate - maintain' on Map D Property Management Actions Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016) and contained in Annexure A to this agreement within 3 months of the first payment date. • A Biobanking sign must be replaced if the writing or images on the sign are no longer clearly visible or are illegible. • One interpretation sign must be installed with a protective shelter in Management Zone 8 within 24 months of the first payment date. The sign with protective shelter must be installed at the location identified as 'Interpretation Sign with Shelter - install' on Map D Property Management Actions Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016) and contained in Annexure A to this agreement. The purpose of this sign will be to reduce human disturbance on the biobank site by clearly identifying the location of the walking tracks and vehicle trails that can be used within the site. • Two additional interpretation signs must be installed within 24 months of the first payment date at locations identified as 'Interpretation Sign - install' on Map D Property Management Actions Mater Dei Stage 2 Biobank Site – Lot 100 DP 1159926 (Dated 5 January 2016) and contained in Annexure A to this agreement. The purpose of these interpretation signs is to reduce human disturbance to the site by educating users of the site of the values being protected. • The interpretation signs must be replaced if the writing or images on the sign are no longer clearly visible or are illegible.	Install BioBanking sign within 3 months of first payment date. Install Interpretation Sign with protective shelter within 24 months of first payment date. Install Interpretation Signs within 24 months of first payment date.

4.7	A protective shelter will be constructed around the Interpretation Sign at the time of installation of the Interpretation Sign at the location identified as 'Interpretation Sign with Shelter - install' on Map D Property Management Actions Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016) contained in Annexure A to this agreement. The dimensions of the protective shelter will not exceed 3 metres in height by 3 metres in width.	Install protective shelter around Interpretation Sign at same time as installation of sign and within 24 months of first payment date.
4.8	The landowner must remove the ropes course in Management Zone 1.	Removal within 36 months of the first payment date.
4.9	The landowner may maintain and or replace the following existing structures on the biobank site: • Sheds, picnic tables, barbeques and toilets/toilet blocks in Management Zone 8. • Water treatment ponds in Management Zone 7. Note: These areas are in management zones bordering other areas of the biobank site or other biobank sites and it is important that active management of weeds in these zones is undertaken to protect this site or other biobank sites. These zones did not increase the site value of the biobank site for the purpose of creating biodiversity credits.	Ongoing from commencement date.
4.10	The landowner may remove the following existing structures on the biobank site: • Sheds, picnic tables, barbeques and toilets/toilet blocks in Management Zone 8. • Water treatment ponds in Management Zone 7. Note: These areas are in management zones bordering other areas of the biobank site or other biobank sites and it is important that active management of weeds in these zones is undertaken to protect this site or other biobank sites. These zones did not increase the site value of the biobank site for the purpose of creating biodiversity credits.	Ongoing from commencement date.
4.11	The landowner can manage access to the biobank site for the purposes of biodiversity protection and management of the biobank site. The landowner can manage this access by establishing and maintaining walking tracks and vehicle tracks and by maintaining an existing access road. Specific requirements: • Maintenance of the existing access road identified as 'Existing road - maintain' on Map D Property Management Actions Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016) contained in Annexure A to this agreement. • The establishment and maintenance of new walking and vehicle tracks for the purpose of biodiversity protection and management at the locations identified as 'New walking track - establish' and 'New vehicle track - establish' on Map D Property Management Actions Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016) contained in Annexure A to this agreement. • The maintenance of existing walking and vehicle tracks for the purpose of biodiversity management and protection at the locations identified as 'Existing walking track - establish' and 'Existing vehicle track - establish' on Map D Property Management Actions Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016) contained in Annexure A to this agreement.	Maintenance of existing road ongoing from commencement date. Establishment and maintenance of new walking and vehicle tracks ongoing from first payment date. Maintenance of existing walking and vehicle tracks ongoing from first payment date.

4.12	Passive recreation by small groups is permitted on the biobank site to the extent that, in the opinion of OEH, native vegetation on the biobank site is not degraded. If, in the opinion of OEH, native vegetation on the biobank site is degraded as a result of passive recreation activities, these activities will be suspended until such time as the native vegetation is restored. Specific requirements: • Overnight stays and or camp fires are permitted in Management Zone 8 of the biobank site, identified as MZ8 on Map C Management Zone Map - Mater Dei Stage 2 - Lot 100 DP 1159926 (Dated 17 March 2016) contained in Annexure A to this agreement. • Interpretive walks and low impact organised community activities are to be restricted to walking and vehicle trails for the purpose of environmental and heritage education and community enjoyment and involvement. • Use of existing structures including sheds, picnic tables, barbeques and toilets is permitted in Management Zone 8 of the biobank site, identified as MZ8 on Map C Management Zone Map - Mater Dei Stage 2 - Lot 100 DP 1159926 (Dated 17 March 2016) contained in Annexure A to this agreement.	Ongoing from commencement date.
Item 5	**Retention of regrowth and remnant native vegetation** Note: An approval under the *Native Vegetation Act 2003* may be required to carry out thinning or any other removal or damage to native vegetation under this item.	**Timing**
5.1	Native vegetation (whether remnant native vegetation or regrowth) on the biobank site must not be cut down, felled, thinned, logged, killed, destroyed, poisoned, ringbarked, uprooted, burnt or otherwise removed, except in accordance with item 5.2 below, or if it is required as part of the management actions or it is essential for the carrying out of permissible development under clause 3.5 of this agreement. Note: Native vegetation on the biobank site may be managed to improve biodiversity values by thinning to benchmark stem densities over no more than 80% of each management zone. Benchmark stem densities has the same meaning as defined in the Vegetation Benchmark Database as published by OEH and updated from time to time. An approval under the *Native Vegetation Act 2003* may be required to carry out thinning or any other removal or damage to native vegetation under this item.	Ongoing from commencement date.
5.2	Native vegetation on the biobank site must not be burnt except in accordance with the fire management plan prepared pursuant to item 3 above.	Ongoing from commencement date.
Item 6	**Replanting or supplementary planting where natural regeneration will not be sufficient**	**Timing**
6.1	The landowner must undertake planting or seeding of the native groundcover/shrub/tree species indicated in the planting schedule for the biobank site as set out in item 6.6 below (**'the planting schedule'**) in the areas of planting and within the timeframe indicated in the planting schedule. If the landowner cannot complete the planting within the timeframe indicated in the planting schedule due to local weather	Commencing from first payment date according to timeframe indicated in the planting schedule.

conditions, the landowner 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.

Appropriate site treatment (e.g. weed control) of each area of planting or seeding identified in the planting schedule must be undertaken prior to such planting.

Specific requirements for all plantings:

- Planting must be undertaken during the months of March, April and/or May unless there are adverse weather conditions that prevent this. In this case, the decision on when to undertake planting will be left to an appropriately qualified bush regenerator in consultation with the landowner.
- Plants must be installed by hand. A hole twice the depth and width of the root-ball should be dug and native fertiliser applied to the hole.
- All plantings must be maintained to achieve an 80% survival rate after five years.
- No planting is to occur within 15 metres of power-lines or in areas identified as 'New vehicle track – establish', 'Existing vehicle track - maintain', 'New walking track - establish' or 'Existing walking track - maintain' on Map D Property Management Actions Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016) contained in Annexure A to this agreement.

Specific requirements for planting native trees and shrubs in Management Zone 4 and Management Zone 5 (paddock revegetation zones)

- Management Zone 4 and Management Zone 5 are those areas identified as MZ4 and MZ5 respectively on Map C Management Zone Map - Mater Dei Stage 2 - Lot 100 DP 1159926 (Dated 17 March 2016) contained in Annexure A to this agreement.
- Undertake contour ripping at two metre intervals to reduce soil compaction prior to planting. Machine rip to 300mm with rip lines at least one metre wide.
- Avoid ripping and planting within 10 metres of existing native canopy trees.
- Plant trees and shrubs into rip lines within three months of ripping and within 60 months of the first payment date.
- Plant trees at a rate of 400 trees per hectare and shrubs at a rate of 1600 shrubs per hectare.
- Install tree guards around each planted tree and shrub and maintain for three years from the planting date.
- Remove tree guards from around each planted tree and shrub after three years following the planting date.

Specific requirements for planting native groundcovers in Management Zone 5 (paddock full revegetation zone):

- Management Zone 5 is that area identified as MZ5 on Map C Management Zone Map - Mater Dei Stage 2 - Lot 100 DP 1159926 (Dated 17 March 2016) contained in Annexure A to this agreement.
- Undertake the planting of native groundcovers 15 years after

	the completion of tree and shrub planting in MZ5 and continue annually for four years. The 15 year delay will provide for a tree canopy to establish and create conditions conducive to the establishment and survival of a broader range of native groundcovers. • Plant groundcovers in groups of five plants at a rate of 625 groups per hectare (i.e. 3,150 plants per hectare) targeting areas of low resilience. <u>Specific requirements for planting native trees and shrubs in Management Zone 6 (riparian revegetation zone):</u> • Management Zone 6 is that area identified as MZ6 on Map C Management Zone Map - Mater Dei Stage 2 - Lot 100 DP 1159926 (Dated 17 March 2016) contained in Annexure A to this agreement. • Plant trees at a rate of 500 trees per hectare and shrubs at a rate of 1500 shrubs per hectare over 25 percent of the zone. • Planted trees must be unevenly spaced and planted in 'patches' to mimic natural distribution. • Avoid planting within 20 metres of existing canopy trees or in areas where natural regeneration of native trees and shrubs is occurring. • Undertake planting where required after a minimum of 36 months following primary weed treatment to allow for natural regeneration to occur where possible. • Install tree guards around each planted tree and shrub and maintain for three years from the planting date. • Remove tree guards from around each planted tree and shrub after three years following the planting date. <u>Specific requirements for planting native groundcovers in Management Zone 6 (riparian revegetation zone):</u> • Management Zone 6 is that area identified as MZ6 on Map C Management Zone Map - Mater Dei Stage 2 - Lot 100 DP 1159926 (Dated 17 March 2016) contained in Annexure A to this agreement. • Plant groundcovers in groups of five plants at a rate of 625 groups per hectare (i.e. 3,150 plants per hectare) over 25 percent of the zone targeting areas of low resilience. • Undertake planting where required after a minimum of 36 months following primary weed treatment to allow for natural regeneration to occur where possible. <u>Specific requirements for planting *Eucalyptus benthamii* in Management Zone 6 (riparian revegetation zone):</u> • Management Zone 6 is that area identified as MZ6 on Map C Management Zone Map - Mater Dei Stage 2 - Lot 100 DP 1159926 (Dated 17 March 2016) contained in Annexure A to this agreement. • Collect and propagate *Eucalyptus benthamii* from seed collected from remnant trees on the biobank site.	

	• Plant 10 tubestock in four locations (40 tubestock in total) across the zone selecting locations with similar landscape characteristics (i.e. top of the main levee adjacent to Nepean River) to where the remnant *E. benthamii* trees are located on the biobank site. Location is the top of the main levee adjacent to Nepean River and near southern boundary of biobank site. • Undertake planting after a minimum of 36 months following primary weed treatment in the targeted locations • Undertake planting by the end of Year 10	
6.2	This item is not applicable.	
6.3	The landowner must survey each area of planting or seeding established under item 6.1 above and document them to determine whether the planted plants or seeds have established and survived, and retain the findings in accordance with the record keeping requirements. If, after the first survey or subsequent surveys, the establishment and survival rate of plants in an area of planting or seeding are below those usual for the species and region, the landowner 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).	Conduct the first survey 24 months after the completion of planting or seeding in each area of planting or seeding, and then every 12 months thereafter.
6.4	Areas of planting and seeding must be managed as required to assist the establishment and survival of native plant species. Management includes watering, slashing, scalping, spraying of weeds, plant replacement and strategic grazing by stock (in accordance with item 6.2 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 Annexure D.	As required, from the date that planting or seeding areas are established.
6.5	Seeds and plants used for planting and seeding 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). Any seed collected on site must be used on site or on other adjacent land that is in the landholders' ownership. Any seed collected must be collected in accordance with the Florabank Guidelines or as otherwise advised by OEH in writing. The guidelines are accessible on the internet at: https://www.florabank.org.au/default.asp?V_DOC_ID=755	As required (from commencement date if relevant to prepare for future planting).

6.6 Planting schedule at the biobank site

Species type	Species' scientific name	Management zone/s (MZ) of planting	No. of plants per area	Planting method	Timing
CANOPY	*Eucalyptus moluccana*	MZ4 (HN528 or HN529)	1500	Hiko cell	Between Years 3 and 5 (inclusive)
CANOPY	*Eucalyptus tereticornis*	MZ4 (HN528 or HN529)	1550	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Acacia decurrens*	MZ4 (HN528 or HN529)	3000	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Acacia falcata*	MZ4 (HN528 or HN529)	1000	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Acacia implexa*	MZ4 (HN528 or HN529)	3000	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Acacia parramattensis*	MZ4 (HN528 or HN529)	3000	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Bursaria spinosa subsp. spinosa*	MZ4 (HN528 or HN529)	1000	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Indigofera australis*	MZ4 (HN528 or HN529)	1000	Hiko cell	Between Years 3 and 5 (inclusive)
CANOPY	*Eucalyptus moluccana*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 3 and 5 (inclusive)
CANOPY	*Eucalyptus tereticornis*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Acacia decurrens*	MZ5 (HN528 or HN529)	2500	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Acacia falcata*	MZ5 (HN528 or HN529)	500	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Acacia implexa*	MZ5 (HN528 or HN529)	2500	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Acacia parramattensis*	MZ5 (HN528 or HN529)	2500	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Bursaria spinosa subsp. spinosa*	MZ5 (HN528 or HN529)	500	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Indigofera australis*	MZ5 (HN528 or HN529)	500	Hiko cell	Between Years 3 and 5 (inclusive)
GROUNDCOVER	*Brunoniella australis*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Dianella revoluta var. revoluta*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Dichelachne micrantha*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Echinopogon ovatus*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Einadia hastata*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Einadia trigonos*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Goodenia hederacea ssp hederacea*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Juncus usitatus*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Microlaena stipoides var. stipoides*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Oplismenus aemulus*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Phyllanthus virgatus*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)

GROUNDCOVER	*Poa labillardieri var. labillardieri*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Pratia purpurascens*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Rytidosperma racemosum var racemosum*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Solanum prinophyllum*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Themeda australis*	MZ5 (HN528 or HN529)	1100	Hiko cell	Between Years 16 and 20 (inclusive)
CANOPY	*Angophora floribunda*	MZ5 (HN526)	400	Hiko cell	Between Years 3 and 5 (inclusive)
CANOPY	*Angophora subvelutina*	MZ5 (HN526)	400	Hiko cell	Between Years 3 and 5 (inclusive)
CANOPY	*Eucalyptus amplifolia*	MZ5 (HN526)	900	Hiko cell	Between Years 3 and 5 (inclusive)
CANOPY	*Eucalyptus baueriana*	MZ5 (HN526)	1000	Hiko cell	Between Years 3 and 5 (inclusive)
CANOPY	*Eucalyptus tereticornis*	MZ5 (HN526)	900	Hiko cell	Between Years 3 and 5 (inclusive)
CANOPY	*Melaleuca decora*	MZ5 (HN526)	200	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Acacia decurrens*	MZ5 (HN526)	1500	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Acacia floribunda*	MZ5 (HN526)	1500	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Acacia implexa*	MZ5 (HN526)	2500	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Acacia parramattensis*	MZ5 (HN526)	4000	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Breynia oblongifolia*	MZ5 (HN526)	2000	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Bursaria spinosa subsp. spinosa*	MZ5 (HN526)	1800	Hiko cell	Between Years 3 and 5 (inclusive)
SHRUB	*Melicytus dentatus*	MZ5 (HN526)	1800	Hiko cell	Between Years 3 and 5 (inclusive)
GROUNDCOVER	*Adiantum aethiopicum*	MZ5 (HN526)	500	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Austrostipa ramosissima*	MZ5 (HN526)	2000	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Brunoniella australis*	MZ5 (HN526)	500	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Carex longebrachiata*	MZ5 (HN526)	4000	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Centella asiatica*	MZ5 (HN526)	500	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Cymbopogon refractus*	MZ5 (HN526)	1000	Hiko cell	Between Years 16

					and 20 (inclusive)
GROUNDCOVER	*Dianella longifolia*	MZ5 (HN526)	2000	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Dichelachne micrantha*	MZ5 (HN526)	1000	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Echinopogon ovatus*	MZ5 (HN526)	500	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Einadia hastata*	MZ5 (HN526)	1000	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Einadia trigonos*	MZ5 (HN526)	1000	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Entolasia marginata*	MZ5 (HN526)	1000	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Geranium homeanum*	MZ5 (HN526)	500	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Imperata cylindrica*	MZ5 (HN526)	4000	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Juncus usitatus*	MZ5 (HN526)	500	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Lomandra longifolia*	MZ5 (HN526)	1000	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Microlaena stipoides var. stipoides*	MZ5 (HN526)	1000	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Oplismenus aemulus*	MZ5 (HN526)	500	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Pallaea falcata*	MZ5 (HN526)	500	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Phyllanthus virgatus*	MZ5 (HN526)	500	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Poa affinis*	MZ5 (HN526)	1000	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Poa labillardieri var. labillardieri*	MZ5 (HN526)	1000	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Pratia purpurascens*	MZ5 (HN526)	500	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Rytidosperma racemosum var racemosum*	MZ5 (HN526)	1000	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Solanum prinophyllum*	MZ5 (HN526)	500	Hiko cell	Between Years 16 and 20 (inclusive)
GROUNDCOVER	*Themeda australis*	MZ5 (HN526)	2000	Hiko cell	Between Years 16 and 20 (inclusive)
CANOPY	*Eucalyptus benthamii*	MZ6 (HN526)	40	Tubestock	By the end of year 10
CANOPY	*Angophora floribunda*	MZ6 (HN526)	100	Hiko cell	Between Years 4 and 19 (inclusive)

CANOPY	*Angophora subvelutina*	MZ6 (HN526)	100	Hiko cell	Between Years 4 and 19 (inclusive)
CANOPY	*Casuarina cunninghamiana*	MZ6 (HN526)	100	Hiko cell	Between Years 4 and 19 (inclusive)
CANOPY	*Eucalyptus elata*	MZ6 (HN526)	440	Hiko cell	Between Years 4 and 19 (inclusive)
SHRUB	*Acacia binervia*	MZ6 (HN526)	300	Hiko cell	Between Years 4 and 19 (inclusive)
SHRUB	*Acacia decurrens*	MZ6 (HN526)	300	Hiko cell	Between Years 4 and 19 (inclusive)
SHRUB	*Acacia floribunda*	MZ6 (HN526)	300	Hiko cell	Between Years 4 and 19 (inclusive)
SHRUB	*Acacia parramattensis*	MZ6 (HN526)	300	Hiko cell	Between Years 4 and 19 (inclusive)
SHRUB	*Acmena smithii*	MZ6 (HN526)	200	Hiko cell	Between Years 4 and 19 (inclusive)
SHRUB	*Backhousia myrtifolia*	MZ6 (HN526)	200	Hiko cell	Between Years 4 and 19 (inclusive)
SHRUB	*Breynia oblongifolia*	MZ6 (HN526)	200	Hiko cell	Between Years 4 and 19 (inclusive)
SHRUB	*Bursaria spinosa subsp. spinosa*	MZ6 (HN526)	100	Hiko cell	Between Years 4 and 19 (inclusive)
SHRUB	*Melia azedarach*	MZ6 (HN526)	100	Hiko cell	Between Years 4 and 19 (inclusive)
SHRUB	*Melicytus dentatus*	MZ6 (HN526)	200	Hiko cell	Between Years 4 and 19 (inclusive)
SHRUB	*Tristaniopsis laurina*	MZ6 (HN526)	100	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Adiantum aethiopicum*	MZ6 (HN526)	200	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Austrostipa ramosissima*	MZ6 (HN526)	200	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Carex longebrachiata*	MZ6 (HN526)	500	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Centella asiatica*	MZ6 (HN526)	150	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Cymbopogon refractus*	MZ6 (HN526)	150	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Dianella longifolia*	MZ6 (HN526)	150	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Dichelachne micrantha*	MZ6 (HN526)	150	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Echinopogon ovatus*	MZ6 (HN526)	150	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Einadia hastata*	MZ6 (HN526)	150	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Einadia trigonos*	MZ6 (HN526)	150	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Entolasia marginata*	MZ6 (HN526)	200	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Geranium homeanum*	MZ6 (HN526)	200	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Imperata cylindrica*	MZ6 (HN526)	500	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Lomandra longifolia*	MZ6 (HN526)	200	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Microlaena stipoides var. stipoides*	MZ6 (HN526)	150	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Oplismenus aemulus*	MZ6 (HN526)	150	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Pallaea falcata*	MZ6 (HN526)	200	Hiko cell	Between Years 4 and 19 (inclusive)

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GROUNDCOVER	*Phyllanthus virgatus*	MZ6 (HN526)	150	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Poa affinis*	MZ6 (HN526)	200	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Poa labillardieri var. labillardieri*	MZ6 (HN526)	200	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Pratia purpurascens*	MZ6 (HN526)	200	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Rytidosperma racemosum var racemosum*	MZ6 (HN526)	150	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Solanum prinophyllum*	MZ6 (HN526)	200	Hiko cell	Between Years 4 and 19 (inclusive)
GROUNDCOVER	*Themeda australis*	MZ6 (HN526)	150	Hiko cell	Between Years 4 and 19 (inclusive)

Item 7	Retention of dead timber	Timing
7.1	Dead timber (whether standing or fallen and including branches and leaf litter) must not be removed from or moved within the biobank site.	Ongoing from commencement date.
7.2	Timber from outside the biobank site may be introduced to and placed on the biobank site to improve biodiversity values. Once the timber has been brought onto the site, it is subject to the requirements of item 7.1 above. Timber brought from outside the biobank site must be documented by the landowner in writing and records must be kept in accordance with the record keeping requirements. The landowner must record the approximate amount of timber brought from outside the biobank site, the location where the timber was placed on the biobank site and the date on which it was placed (month, year).	When required but not required before the first payment date.

Item 8	Erosion control	Timing
8.1	All reasonable steps must be undertaken to prevent, control and remedy erosion on the biobank site. Soil management for preventing and controlling erosion is to be undertaken using best practice management, such as that developed by the Soil Conservation Service, applied as relevant for the biobank site. The landowner must manage existing erosion on the biobank site, at the locations identified as 'Control erosion' on the Map D Property Management Actions Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016) contained in Annexure A to this agreement by conducting the following activities: • excavate head cut to create a stable profile, • line re-profiled head cut with geotextile, • armour re-profiled head cut with imported sandstone rock, • install bed control structures downstream of each head cut using imported sandstone rock, and • maintain as required.	Commencing from first payment date.

Item 9	Retention of rocks	Timing
9.1	The landowner must not remove, or cause or permit to be removed, rocks from the biobank site or move, or cause or permit to be moved, rocks within the biobank site.	Ongoing from commencement date.
9.2	This item is not applicable.	

Section 2: Additional management actions

Additional management actions		
Item 10	**Control of feral and overabundant native herbivores**	**Timing**
10.1	The landowner must implement, and at all relevant times, comply with the management plan to control feral and overabundant native herbivores included in Section 4 (or such updated management plan as has been approved by the Chief Executive under item 10.2 below) (**'the feral and overabundant native herbivores management plan'**). To allow for adaptive management, minor alterations can be made to the implementation of the feral and overabundant native herbivores management plan, which must be recorded in writing in accordance with Section 3 of this Annexure. Note: A licence under Section 121 of the *National Parks and Wildlife Act 1974* may be required to control overabundant native herbivores.	Ongoing from first payment date.
10.2	The feral and overabundant native herbivores management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review. Where the Chief Executive determines from the review that an update of the feral and overabundant native herbivores management plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required and the landowner must update the plan and submit the amended plan to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must be prepared by an appropriately qualified person and cover the matters outlined below and any additional matters specified by the Chief Executive in writing: • a description of the feral or overabundant native herbivore/s • consideration of relevant current OEH and other pest management programs and methods • the method/s for feral and overabundant native herbivore control in each management zone, determined in accordance with best practice management • the frequency and timing of the control actions in each management zone • methods for monitoring the success of the pest control actions • a timetable and measures for inspections to identify new feral or overabundant native herbivores that may adversely affect	Ongoing from first payment date.

	biodiversity values on the biobank site • additional control actions to destroy or remove any new feral and overabundant native herbivore pest species that occur on site • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the feral and overabundant native herbivores management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary.	
Item 11	**Vertebrate pest management – foxes**	**Timing**
11.1	The landowner must implement, and at all relevant times, comply with the vertebrate pest management plan included in Section 4 (or such updated vertebrate pest management plan as has been approved by the Chief Executive under item 11.2 below) (**'the vertebrate pest management plan'**). To allow for adaptive management, minor alterations can be made to the implementation of the vertebrate pest management plan, but these must be recorded in writing in accordance with Section 3 of this Annexure.	Ongoing from first payment date.
11.2	The vertebrate pest management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review. Where the Chief Executive determines from the review that an update of the plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The revised plan must be prepared by an appropriately qualified person and cover the matters outlined below and any additional matters specified by the Chief Executive in writing: • a description of the target fauna species e.g. pigs, foxes or other species such as feral dogs or goats • consideration of relevant current OEH and other pest management programs • the method/s of vertebrate pest control in each management zone determined in accordance with best management practice • the frequency and timing of vertebrate pest control actions in each management zone • methods for monitoring the success of vertebrate pest control actions • a timetable and measures for inspections to identify new vertebrate pest species that may negatively impact on threatened species on the biobank site • additional vertebrate pest control actions to destroy or remove	Ongoing from first payment date.

	any new vertebrate pest species that occur on-site • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the vertebrate pest management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative actions) and reasons for the minor alterations must be recorded in the diary.	
Item 12	**Nutrient control**	**Timing**
12.1	Fertilisers, pesticides and herbicides must not be applied on the biobank site, except where required to undertake the management actions. Use of fertilisers for establishing native vegetation through planting or seeding, use of herbicides for controlling weeds or use of pesticides for controlling vertebrate pests or feral herbivores can be undertaken in accordance with best practice management when required to undertake the management actions.	Ongoing from commencement date.
Item 13	**Control of exotic fish species**	**Timing**
13.1	This item is not applicable	
Item 14	**Maintenance or reintroduction of natural flow regimes**	**Timing**
14.1	This item is not applicable.	
14.2	This item is not applicable.	
14.3	This item is not applicable.	

Section 3: Standard management plans

Weed management plan

The weed types, description and location (management zone/s) of weed infestations existing at the commencement date are listed in the weed management plan. The methods of weed control (management actions), monitoring and inspections are also listed.

The landowner must perform the methods of weed control and other weed management activities and monitoring in the weed management plan by the methods described (and in accordance with item 2 of this Annexure) for all weeds. The methods of control will apply to the weeds listed in the table below as well as any other weeds that may be present on the site from time to time.

The template for reporting of monitoring activities and the diary template for weed control management must be filled in to record observations during the implementation of the weed management plan, including any minor variations.

Weed types

Weed	Common name of target weed	Scientific name of target weed	Description of infestation (e.g. intensity (% cover) & location within zone)	Management zone/s
Woody weed	African Boxthorn	*Lycium ferocissimum*	Widespread localised minor infestations	MZ1, MZ2, MZ3, MZ6, MZ7
Woody weed	African Olive	*Olea europaea* ssp.*cuspidata*	Moderate and major infestations	MZ1, MZ2, MZ3, MZ6, MZ7, MZ8
Woody weed	Blackberry	Rubus sp.	Localised minor infestations	MZ2, MZ3, MZ6, MZ7
Woody weed	Prickly Pear	*Opuntia stricta*	Widespread individuals	MZ1, MZ2, MZ3, MZ6, MZ7, MZ8
Woody weed	Hackberry	Celtis occidentalis	Small number of individuals	MZ6
Woody weed	Green Cestrum	*Cestrum parqui*	Small number of individuals	MZ6
Woody weed	Honey Locust	*Gleditsia triacanthos*	Major infestation along drainage lines	MZ3, MZ6, MZ7
Woody weed	Lantana	*Lantana camara*	Minor to moderate infestations	MZ1, MZ2, MZ3, MZ6, MZ7
Woody weed	Large Leaved Privet	*Ligustrum lucidum*	Minor to moderate infestations	MZ2, MZ3, MZ6, MZ7
Woody weed	Small Leaved Privet	*Ligustrum sinense*	Minor to moderate infestations	MZ2, MZ3, MZ6, MZ7
Exotic climber	Turkey Rhubarb	*Acetosa sagittata*	Small number of individuals	MZ6
Exotic climber	Balloon Vine	*Cardiospermum grandiflorum*	Localised minor infestations	MZ6
Exotic climber	Madeira Vine	*Anredera cordifolia*	Localised minor infestations	MZ6

Exotic climber	Moth Vine	*Araujia sericifera*	Widespread individuals	MZ6
Exotic climber	Bridal Creeper	*Asparagus asparagoides*	Small number of individuals	MZ2, MZ6
Exotic climber	Honeysuckle	*Lonicera* japonica	Localised minor infestations	MZ6
Highly invasive ground layer weed	Rhodes Grass	*Chloris gayana*	Localised minor infestations	MZ4, MZ5
Highly invasive ground layer weed	Red Natal Grass	*Melinis repens*	Potentially present	MZ3, MZ4, MZ5, MZ7
Highly invasive ground layer weed	Coolatai Grass	*Hyparrhenia hirta*	Potentially present	MZ3, MZ4, MZ5, MZ7
Highly invasive ground layer weed	Serrated Tussock	*Nassella trichotoma*	Potentially present	MZ3, MZ4, MZ5, MZ7
Highly invasive ground layer weed	Chilean Needle Grass	*Nassella neesiana*	Potentially present	MZ3, MZ4, MZ5, MZ7
Highly invasive ground layer weed	Climbing Nightshade	*Solanum seaforthianum*	Potentially present	MZ2, MZ3, MZ4, MZ5, MZ6, MZ7
Highly invasive ground layer weed	Wandering Jew	*Tradescantia fluminensis*	Moderate infestations	MZ6
Highly invasive ground layer weed	African Love Grass	*Eragrostis curvula*	Localised minor infestations	MZ4, MZ5
Highly invasive ground layer weed	Climbing Asparagus	*Asparagus aethiopicus*	Localised minor infestations	MZ2, MZ3, MZ6
Other ground layer weed	Common Paspalum	*Paspalum dilatatum*	Widespread major infestations	MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	Chilean Quaking Grass	*Briza subaristata*	Widespread major infestations	MZ2, MZ3, MZ4, MZ5, MZ7, MZ8
Other ground layer weed	Panic Veldtgrass	*Ehrharta erecta*	Localised minor and moderate infestations	MZ1, MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	Prairie Grass	*Bromus cartharticus*	Widespread minor infestations	MZ3, MZ4, MZ5, MZ7, MZ8
Other ground layer weed	Carpet Grass	*Axonopus fissifolius*	Widespread major infestations	MZ3, MZ4, MZ5, MZ7, MZ8
Other ground layer weed	Cudweeds	*Gamochaeta* spp	Widespread individuals	MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	Kikuyu	*Pennisetum clandestinum*	Widespread minor infestations	MZ3, MZ4, MZ5, MZ7, MZ8
Other ground layer weed	Pidgeon Grass	*Setaria parviflora*	Widespread minor infestations	MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	Parramatta Grass	*Sporobolus africanus*	Widespread minor infestations	MZ4, MZ5, MZ7, MZ8
Other ground layer	Squirrel Tail	*Vulpia myuros*	Widespread individuals	MZ4, MZ5, MZ7,

weed	Fescue			MZ8
Other ground layer weed	Pimpernel	*Anagallis arvensis*	Widespread individuals	MZ1, MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	Cobblers Peg	*Bidens pilosa*	Widespread individuals	MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	Spear Thistle	*Cirsium vulgare*	Widespread individuals	MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	Slender Celery	*Cyclospermum leptophyllum*	Widespread individuals	MZ1, MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	Fleabane	*Conyza* sp	Widespread individuals	MZ1, MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	Century Plants	*Centaurium* spp	Widespread individuals	MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	Cotton Bush	*Gomphocarpus fruticosus*	Widespread individuals	MZ1, MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	Catsear	*Hypochaeris radicata*	Widespread individuals	MZ1, MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	French Flax	*Linum trigynum*	Widespread individuals	MZ4, MZ5, MZ7, MZ8
Other ground layer weed	Rye Grasses	*Lolium spp*	Widespread individuals	MZ4, MZ5, MZ7, MZ8
Other ground layer weed	Slender Birds-foot Trefoil	*Lotus angustissimus*	Widespread individuals	MZ4, MZ5, MZ7, MZ8
Other ground layer weed	Medics	*Medicago* spp	Widespread individuals	MZ4, MZ5, MZ7, MZ8
Other ground layer weed	Phalaris	*Phalaris* sp	Widespread individuals	MZ4, MZ5, MZ7, MZ8
Other ground layer weed	Lamb's Tongue	*Plantago lanceolata*	Widespread individuals	MZ1, MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	Mexican Clover	*Richardia brasiliensis*	Widespread individuals	MZ4, MZ5, MZ7, MZ8
Other ground layer weed	Onion Grass	*Romulea rosea*	Widespread individuals	MZ4, MZ5, MZ7, MZ8
Other ground layer weed	Fireweed	*Senecio madagascariensis*	Widespread individuals	MZ1, MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	Paddy Lucerne	*Sida rhombifolia*	Widespread individuals	MZ1, MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8

Other ground layer weed	Jerusalem Cherry	*Solanum pseudocapsicum*	Widespread individuals	MZ6, MZ7, MZ8
Other ground layer weed	Black Nightshade	*Solanum nigrum*	Widespread individuals	MZ6, MZ7, MZ8
Other ground layer weed	Sowthistle	*Sonchus* spp	Widespread individuals	MZ1, MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	Stinking Roger	*Tagetes minuta*	Localised minor infestations	MZ5, MZ6
Other ground layer weed	Clover	*Trifolium* spp	Widespread individuals	MZ4, MZ5, MZ7, MZ8
Other ground layer weed	Dandelion	*Taraxacum officinale*	Widespread individuals	MZ4, MZ5, MZ7, MZ8
Other ground layer weed	Purpletop	*Verbena bonariensis*	Widespread individuals	MZ1, MZ2, MZ3, MZ4, MZ5, MZ6, MZ7, MZ8
Other ground layer weed	Veined Verbena	*Verbena rigida*	Widespread individuals	MZ3, MZ4, MZ5, MZ7, MZ8

Methods of weed control

Management zone/s	Weed/s	Method of weed control	Timing (Year from first payment date)
All	All	Qualifications All weed control activities will be undertaken by, or under the direct supervision of, an appropriately qualified bush regenerator	Ongoing, from the first payment date.
All	All	Documenting level of effort A record of the number of hours of weed control work undertaken daily in each management zone must be documented using the 'Diary template for weed management'. The completed template should be submitted with the biobank site annual report.	Ongoing, from the first payment date.
All	All	Methods • Woody weeds will be treated using drill/fill, cut/poison, scrape/poison, spot-spraying and/or hand-removal techniques as appropriate for the species and the situation in which they occur, in accordance with published Best Practice Methods. • In accessible, less sensitive parts of MZ6 (i.e. low gradient slopes, over two metres from remnant native trees, over 25 metres from the river bank), woody weeds may be mechanically cleared using a barrel mulcher. Manually re-cut and poison woody weed stumps immediately after mulching. • Exotic climbers will be treated using skirt/poison, cut/poison, scrape/poison, spot-spraying, crowning and/or hand-removal techniques as appropriate for the species and the situation in which they occur, in accordance with published best practice methods. • Highly invasive ground layer weeds and other ground layer weeds will be treated using slashing, spot-spraying, crowning, and/or hand-removal techniques as appropriate for the species and the situation in which they occur, in accordance with published best practice methods. • Dense weed infestation in low resilience areas may be treated using broad-scale spraying in situations where off-target damage to native	Ongoing, from the first payment date.

		species can be avoided. • Undertake a thorough search for threatened plants in each area prior to the commencement of weed control work. Spot-spraying is not permitted within a two metre radius of threatened plants. Broad scale spraying is not permitted within a 20 metre radius of threatened plants.	
MZ1	All	Tasks 1. Weed control work within this management zone will involve the following: • Staged primary treatment of all woody weeds, exotic climbers and highly invasive ground layer weeds over 20% of the management zone per annum from the first payment date until the end of Year 5. • Ongoing treatment of all non-mature woody weeds, exotic climbers and highly invasive ground layer weeds prior to seed set in all previously worked areas. • Treatment of other ground layer weeds as required to maintain low (<10%) weed foliage cover in the ground layer of all previously worked areas. Performance measures 2. Weed control work within this management zone will aim to achieve the following outcomes: • No mature woody weeds, exotic climbers or highly invasive ground layer weeds present and the density of other ground layer weeds maintained at <10% foliage cover. Effort 3. The level of effort applied to weed control work within this management zone will involve the following: (a) A minimum of 2130 hours annually (b) A minimum of 865 hours annually (c) A minimum of 250 hours annually (d) A minimum of 130 hours annually	1 Ongoing, from the first payment date 2 Ongoing, from the start of Year 6 3(a) From the first payment date to the end of Year 5 3(b) From the start of Year 6 to the end of Year 10 3(c) From the start of Year 11 to the end of Year 19. 3(d) Ongoing annually from the start of Year 20.
MZ2	All	Tasks 1. Weed control work within this management zone will involve the following: • Staged primary treatment of all woody weeds, exotic climbers and highly invasive ground layer weeds over 10% of the management zone per annum from the first payment date until the end of Year 10. • Ongoing treatment of all non-mature woody weeds, exotic climbers and highly invasive ground layer weeds prior to seed set in all previously worked areas. • Treatment of other ground layer weeds as required to maintain moderate (<30%) weed foliage cover in the ground layer of all previously worked areas. Performance measures 2. Weed control work within this management zone will aim to achieve the following outcomes: (a) No mature woody weeds, exotic climbers, or highly invasive ground layer weeds present in 50% of the management zone, and the density of other ground layer weeds in previously worked areas maintained at <30% foliage cover. (b) No mature woody weeds, exotic climbers, or highly invasive ground layer weeds present, and the density of other ground layer weeds maintained at <30% foliage cover. Effort 3. The level of effort applied to weed control work within this management zone will involve the following: (a) A minimum of 645 hours annually (b) A minimum of 1075 hours annually (c) A minimum of 555 hours annually (d) A minimum of 170 hours annually	1 Ongoing, from the first payment date 2(a) By the end of Year 5 2(b) Ongoing from the start of Year 11 3(a) From the first payment date to the end of Year 5 3(b) From the start of Year 6 to the end of Year 10 3(c) From the start of Year 11 to the end of Year 19. 3(d) Ongoing annually from the start of Year 20.
MZ3	All	Tasks 1. Weed control work within this management zones will involve the following: • Staged primary treatment of all woody weeds, exotic climbers and	1 Ongoing, from the first payment

		highly invasive ground layer weeds over 50% of the management zone per annum from the first payment date until the end of Year 2. • Ongoing treatment of all non-mature woody weeds, exotic climbers and highly invasive ground layer weeds prior to seed set in all previously worked areas. • Treatment of other ground layer weeds as required to assist the establishment of plantings and natural regeneration. Performance measures 2. Weed control work within this management zone will aim to achieve the following outcomes: • No mature woody weeds, exotic climbers, or highly invasive ground layer weeds present. Effort 3. The level of effort applied to weed control work within this management zone will involve the following: (a) A minimum of 1025 hours annually (b) A minimum of 570 hours annually (c) A minimum of 295 hours annually (d) A minimum of 150 hours annually	date 2 Ongoing, from the start of Year 3 3(a) From the first payment date to the end of Year 5 3(b) From the start of Year 6 to the end of Year 10 3(c) From the start of Year 11 to the end of Year 19. 3(d) Ongoing annually from the start of Year 20.
MZ4, MZ5	All	Tasks 1. Weed control work within these management zones will involve the following: • Primary treatment of all woody weeds, exotic climbers and highly invasive groundcover weeds. • Ongoing treatment of all non-mature woody weeds, exotic climbers and highly invasive groundcover weeds prior to seed set. • Treatment of other ground layer weeds as required to assist natural regeneration and the establishment of plantings. Performance measures 2. Weed control work within these management zones will aim to achieve the following outcomes: • No mature woody weeds, exotic climbers or highly invasive ground layer weeds present. Effort 3. The level of effort applied to weed control work within these management zones will involve the following: (a) A minimum of 70 hours annually (b) A minimum of 60 hours annually (c) A minimum of 55 hours annually (d) A minimum of 55 hours annually	1 Ongoing, from the first payment date 2 Ongoing, from the start of Year 2 3(a) From the first payment date to the end of Year 5 3(b) From the start of Year 6 to the end of Year 10 3(c) From the start of Year 11 to the end of Year 19. 3(d) Ongoing annually from the start of Year 20.
MZ6	All	Tasks 1. Weed control work within this management zone will involve the following: • Staged primary treatment of all woody weeds, exotic climbers and highly invasive ground layer weeds in 5% of the management zone per annum from the first payment date until the end of Year 10 and 10% of the management zone per annum from the start of Year 11 to the end of Year 15. • Ongoing treatment of all non-mature woody weeds, exotic climbers and highly invasive ground layer weeds prior to seed set in all previously worked areas. • Treatment of other ground layer weeds as required to assist natural regeneration and the establishment of plantings. Performance measures 2. Weed control work within this management zone will aim to achieve the following outcomes: (a) No mature woody weeds, exotic climbers, or highly invasive ground layer weeds present in 25% of the management zone. (b) No mature woody weeds, exotic climbers, or highly invasive ground layer weeds present in 50% of the management zone. (c) No mature woody weeds, exotic climbers, or highly invasive ground layer	1 Ongoing, from the first payment date 2(a) By the end of Year 5 2(b) By the end of Year 10 2(c) Ongoing, from the start of Year 16 3(a) From the first payment date to the end of Year 5 3(b) From the start of Year 6 to

		weeds present. Effort 3. The level of effort applied to weed control work within this management zone will involve the following: (a) A minimum of 1230 hours annually (b) A minimum of 2480 hours annually (c) A minimum of 4185 hours annually (d) A minimum of 1530 hours annually	the end of Year 10 3(c) From the start of Year 11 to the end of Year 19. 3(d) Ongoing annually from the start of Year 20.
MZ7, MZ8, MZ9 and MZ10	All	Tasks 1. Weed control work within these management zones will involve the following: • Primary treatment of all woody weeds, exotic climbers and highly invasive groundcover weeds. • Ongoing treatment of all non-mature woody weeds, exotic climbers and highly invasive groundcover weeds prior to seed set. Performance measures 2. Weed control work within these management zones will aim to achieve the following outcomes: • No mature woody weeds, exotic climbers or highly invasive ground layer weeds present. Effort 3. The level of effort applied to weed control work within these management zones will involve the following: (a) A minimum of 310 hours annually (b) A minimum of 40 hours annually (c) A minimum of 10 hours annually (d) A minimum of 10 hours annually	1 Ongoing, from the first payment date 2 Ongoing, from the start of Year 5 3(a) From the first payment date to the end of Year 5 3(b) From the start of Year 6 to the end of Year 10 3(c) From the start of Year 11 to the end of Year 19. 3(d) Ongoing annually from the start of Year 20.

Native planting required to provide habitat for native species affected by weed control activities

Management zone/s	Description of planting required (reference planting schedule at item 6.6)	Timing
	NOT APPLICABLE	

Monitoring and inspections of existing and new weeds

Management zone/s	Weed/s	Method of monitoring	Timing (Year from first payment date)
All	All	Monitoring and reporting of the outcomes of weed control activities must be undertaken by a suitably qualified bush regenerator or ecologist.	Annually, at the completion of each year from the first payment date.
All	All	Visual inspections and reporting of works undertaken Monitoring will be reported using the 'Template for the reporting of monitoring activities - weed management'. A separate proforma will be completed for each management zone on the biobank site. The following information will be reported: • A summary and review of all weed control activities undertaken within the previous 12 months and their effectiveness through	Annually, at the completion of each year from the first payment date.

		evaluation against the relevant performance measures for the management zone. As a minimum this should include number of person hours worked, methods used, type and quantity of chemical used, approximate area (ha) of primary weed treatment and area of follow-up weed treatment (ha), and the weeds that were treated. • A map showing the locations of primary and follow-up weed treatment during the previous 12 months. • A summary of the type and density of the main weeds that remain and the recommended techniques for controlling these. • A record of the following condition measures marked as either A (absent), O (occasional), M (moderate) or F(frequent): o regeneration of native canopy species, o regeneration of native shrubs, o regeneration of native groundcovers, o native species dieback, and o erosion. • Any additional comments on the condition of the management zone, including reference to areas where supplementary planting or erosion control is required (mark on a map where necessary). • The survival rate of plantings within the management zone (where applicable)	

Other weed management activities (where required)
• Pile woody debris for burning as per Rural Fire Service standards following primary weed treatment

Diary template for weed management

This template is to be completed to document the hours of weed control work that are undertaken in each management zone. The completed templates should be submitted with the biobank site annual report.

Completed by:

Date	**Management zone**	**Description and type of activity undertaken** (e.g. primary/follow-up weed treatment, weeds treated etc)	**Hours of weed control undertaken**

BPMS

Template for the reporting of monitoring activities – weed management

This template is to be completed annually for each management zone by a suitably qualified bush regenerator or ecologist. The completed template should be submitted with the biobank site annual report.

Management Zone:

Completed by:	**Date:**

Weed control summary

Provide a summary and review of all weed control activities undertaken within the previous 12 months and their effectiveness through evaluation against the relevant performance measures for the management zone. As a minimum this should include number of person hours worked, methods used, type and quantity of chemical used, approximate area (ha) of primary weed treatment and follow-up weed treatment, and the main weeds that were treated. Attach a map of locations worked.

Description and recommendations for remaining weed infestations

Provide a summary of the type and density of the main weeds that remain in the Management Zone, their location (mark on a map if necessary), and describe the recommended techniques for controlling these.

Condition

Record each of the following condition measures as either absent, occasional, moderate or frequent when assessed across the part of the management zone where active management has commenced

	Absent	Occasional	Moderate	Frequent
Regeneration of native canopy species				
Regeneration of native shrubs				
Regeneration of native groundcovers				
Dieback of native species				
Erosion				

Comments on condition

Provide any additional comments on the condition of the Management Zone, including reference to areas where supplementary planting or erosion control is required or has occurred (mark on a map where neccessary)

Planting survival rates

Record the survival rate of plantings within the management zone (where applicable)

	<25%	26-50%	51-75%	>75%
Survival rate of planted trees				
Survival rate of planted shrubs				
Survival rate of planted groundcovers				

Fire for conservation management plan

The plan includes information on all known previous fire events in the 'Fire history' table to demonstrate local fire conditions including intensity and frequency.

The ecological fire requirements for each vegetation type or threatened species on the biobank site are listed in the 'Fire requirements for vegetation types and threatened species' table. These are the fire frequency intervals recommended for the vegetation types and threatened species present on the biobank site. They include any requirement adjustments to the schedule in the event of a wildfire or activities undertaken under the *Rural Fires Act (RFA) 1997* to ensure the minimum frequencies between ecological burns.

The landowner must carry out ecological burns for each management zone according to the method and frequency described (as informed by the history and requirements sections and in accordance with Section 3 of this annexure) and in accordance with the provisions of the RFA Act 1997. These actions are set out in the 'Ecological burning actions table'. Monitoring and inspections (set out in the 'Fire management monitoring' table) as described must also be implemented. The landowner must also carry out the actions listed in the 'Other fire management activities' table.

The table titled 'Template of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of monitoring activities. The landowner must also complete the table titled 'Diary template for fire management activities' to record the management actions undertaken or observations made, including any minor variations.

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

Year of fire	Hazard reduction, wildfire or ecological burn and extent of fire	Management zone/s
-	No known fires.	-

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 RFA activities
HN526: Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin	Avoid fires at intervals less than 7 years. Avoid fire exclusion greater than 35 years.	Preferably August to January.	Moderate to high intensity	Adjust timing of planned ecological burns to ensure minimum required interval is maintained in any part of this vegetation type affected by a wildfire, arson or prescribed burn.
HN528: Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin	Avoid fires at intervals less than 5 years. Avoid fire exclusion greater than 12 years.	Preferably August to January.	Moderate to high intensity	Adjust timing of planned ecological burns to ensure minimum required interval is maintained in any part of this vegetation type affected by a wildfire, arson or prescribed burn.
HN529: Grey Box - Forest Red Gum grassy woodland on shale of the southern	Avoid fires at intervals less than 5 years. Avoid fire exclusion greater than 12	Preferably August to January.	Moderate to high intensity	Adjust timing of planned ecological burns to ensure minimum required interval is maintained in any part of this vegetation type affected by a

Cumberland Plain, Sydney Basin	years.			wildfire, arson or prescribed burn.
Eucalyptus benthamii	Avoid fires at intervals less than 25 years. Avoid fire exclusion greater than 250 years.	Preferably August to January.	Low intensity	Adjust timing of planned ecological burns to ensure minimum required interval is maintained in any part of this vegetation type affected by a wildfire, arson or prescribed burn.

Ecological burning actions

Management zone/s	Actions	Supervision & extinguishing techniques	Time of year for burning	Frequency (years)
MZ1 & MZ2: HN528/529	• No prescribed burning of HN528 or HN529 will be undertaken in these management zones until Year 18. This will enable regenerating native species to establish following primary weed treatment and allow time for the native soil seed bank to replenish following livestock exclusion. • At least one prescribed burn in HN528 and/or HN529 must be undertaken in these management zones between Year 18 and Year 24. • From the beginning of Year 25 onwards, no more than 50% of the combined area of HN528 and HN529 in these management zones is to be unburnt for more than 12 years. • Any single prescribed burn is not to burn more than 50% of the combined area of HN528 and HN529 in these management zones. Note: The burning of woody debris piles within 12 months following primary weed removal is not considered to be a prescribed burn for the purposes of this management plan and is permitted in these management zones.	Suitably experienced and qualified staff to supervise preparation of burn area, undertake burn and extinguish. Containment and extinguishing techniques should include use of existing walking and vehicle tracks, edge burning or wet lines. Rake-hoe containment lines may be used where there is limited access for fire management vehicles.	August to January	HN528/529 - every 8 to 12 years Note: if a wildfire, arson or prescribed burn occurs (including the burning of woody debris piles), any subsequent prescribed burn may only be undertaken in that area after 8 years from the date of the preceding fire.
MZ1, MZ2 & MZ3: HN526	• No prescribed burning of HN526 will be undertaken in these management zones until Year 24. This will enable regenerating native species to establish following primary weed treatment and allow time for the native soil seed bank to replenish following livestock exclusion. • At least one prescribed burn in HN526 must be undertaken in these management zones between Year 24 and Year 30. • From the beginning of Year 31 onwards, no more than 50% of HN526 in these management zones is to be unburnt for more than 35	Suitably experienced and qualified staff to supervise preparation of burn area, undertake burn and extinguish. Containment and extinguishing techniques should include use of existing walking and vehicle tracks, edge burning or wet lines. Rake-hoe containment lines may be used where there is limited access for fire management vehicles.	August to January	HN526 - every 10 to 35 years Note: if a wildfire, arson or prescribed occurs, any subsequent prescribed burn may only be undertaken in that area after 10 years from the date of the preceding fire.

	years. • Any single prescribed burn is not to burn more than 50% of HN526 in the combined area of these management zones. Note: The burning of woody weed debris piles within 12 months following primary weed removal is not considered to be a prescribed burn for the purposes of this management plan and is permitted in these management zones.			
MZ4 & MZ5: HN528/529	• No prescribed burning of HN528 or HN529 will be undertaken in these management zones until Year 30. This will enable the plantings to establish and allow time for the native soil seed bank to replenish following livestock removal. • At least one prescribed burn in HN528 and/or HN529 must be undertaken in these management zones between Year 30 and Year 36. • From the beginning of Year 37 onwards, no more than 50% of the combined area of HN528 and HN529 in these management zones is to be unburnt for more than 12 years. • Any single prescribed burn is not to burn more than 50% of the combined area of HN528 and HN529 in these management zones.	Suitably experienced and qualified staff to supervise preparation of burn area, undertake burn and extinguish. Containment and extinguishing techniques should include use of existing walking and vehicle tracks, edge burning or wet lines. Rake-hoe containment lines may be used where there is limited access for fire management vehicles.	August to January	HN528/529 - every 8 to 12 years Note: if a wildfire, arson or prescribed occurs, any subsequent prescribed burn may only be undertaken in that area after 8 years from the date of the preceding fire.
MZ4 & MZ5: HN526	• No prescribed burning of HN526 will be undertaken in these management zones until Year 36. This will enable the plantings to establish and allow time for the native soil seed bank to replenish following livestock removal. • At least one prescribed burn in HN526 must be undertaken in these management zones between Year 36 and Year 42. • From the beginning of Year 43 onwards, no more than 50% of HN526 in these management zones is to be unburnt for more than 35 years. • Any single prescribed burn is not to burn more than 50% of HN526 in the combined area of these management zones.	Suitably experienced and qualified staff to supervise preparation of burn area, undertake burn and extinguish. Containment and extinguishing techniques should include use of existing walking and vehicle tracks, edge burning or wet lines. Rake-hoe containment lines may be used where there is limited access for fire management vehicles.	August to January	HN526 - every 10 to 35 years Note: if a wildfire, arson or prescribed occurs, any subsequent prescribed burn may only be undertaken in that area after 10 years from the date of the preceding fire.
MZ6: HN526	• No prescribed burning of HN526 will be undertaken in this management zone until Year 48. This will enable the plantings to establish and allow time for the native soil seed bank to replenish.	Suitably experienced and qualified staff to supervise preparation of burn area, undertake burn and extinguish.	August to January	HN526 - every 10 to 35 years (except where *E. benthamii* is present - see below)

	• At least one prescribed burn in HN526 must be undertaken in this management zone between Year 48 and Year 54. • From the beginning of Year 55 onwards, no more than 50% of HN526 in this management zone is to be unburnt for more than 35 years. • Any single prescribed burn is not to burn more than 50% of HN526 in the combined area of this management zone. Note: The burning of woody debris piles within 12 months following primary weed removal is not considered to be a prescribed burn for the purposes of this management plan and is permitted in these management zones.	Containment and extinguishing techniques should include use of existing walking and vehicle tracks, edge burning or wet lines. Rake-hoe containment lines may be used where there is limited access for fire management vehicles.		Note: if a wildfire, arson or prescribed occurs, any subsequent prescribed burn may only be undertaken in that area after 10 years from the date of the preceding fire.
MZ6: Special requirements for *Eucalyptus benthamii*	• No prescribed burning will be undertaken within 25 metres of *Eucalyptus benthamii* plantings or regenerating saplings until at least 30 years following planting or germination. • Remove debris build up at the base of *Eucalyptus benthamii* trees to reduce fire duration and intensity. • Ensure that any prescribed burn in *Eucalyptus benthamii* habitat is of low intensity only.	Suitably experienced and qualified staff to supervise preparation of burn area, undertake burn and extinguish. Containment and extinguishing techniques should include use of existing walking and vehicle tracks, edge burning or wet lines. Rake-hoe containment lines may be used where there is limited access for fire management vehicles.	August to January	Avoid fires at intervals less than 30 years.
MZ7, MZ8, MZ9 and MZ10	No ecological burn actions apply to these management zones.	-	-	-

Methods for monitoring the outcomes of ecological burns

Management zone/s	Method of monitoring	Date/s required
All	For all fires within the biobank site (prescribed burns, wildfire and arson) record the date and cause of fire, the intensity of fire, any canopy scorched and the percentage of leaf litter remaining. Provide a map of the area that was burnt. These details are to be recorded in the 'Diary template for fire management' and submitted with the biobank site annual report.	Concurrent with each burn
All	Visual monitoring of each management zone is required to be undertaken by a suitably qualified ecologist or bush regenerator. The monitoring is to provide: • 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. • Observations of the health of threatened flora (where present) and its response to previous fires. • Recommendation on the timing and location for future prescribed burns within the zone. • A written and photographic report for plots relating to plant species and	At the time of the review of this plan, as required pursuant to item 3.2 of this Annexure.

	cover abundance starting 12 months post fire. The results of the monitoring are to be recorded in the 'Template for reporting of monitoring activities – fire management'.	

Other fire management activities (where required)

Targeted surveys for threatened flora and the Cumberland Land Snail will be conducted across each proposed burn compartment prior to burning. Surveys will be conducted during the appropriate season for detection of the species. Frequency of burns will take into consideration the recommended fire frequencies of any threatened species present. Areas containing threatened species will be avoided when constructing fire containment lines.

Diary template for fire management
This template is to be completed following any fire (prescribed burns, wildfire and arson) within the biobank site. The completed template should be submitted with the biobank site annual report.
Completed by:
Date of burn:
Cause of burn:
Management zone:
Area (hectares) burnt (attach map):
Intensity of fire:
Canopy scorched (%):
Leaf litter remaining (%):
Other comments/observations:

Template for the reporting of monitoring activities - fire management	
This template is to be completed for each management zone at the time of the review of the fire management plan. It is required to be completed by a suitably qualified ecologist or bush regenerator.	
Completed by:	
Date:	
Management zone:	
Date of burn/s:	
General description of the vegetation structure and species composition	
Observations of the health of threatened flora and its response to previous fires	
Interpretation of other ecological outcomes of previous fires	
Recommendation on the timing and location for future planned fires within the zone.	

Section 4: Additional management plans

Management plan to control feral and overabundant native herbivores

The management plan for feral and overabundant native herbivores includes information on the management requirements for the feral and overabundant native herbivores at the biobank site listed in the 'Feral and overabundant native herbivores' table. The possible methods of control for each species, used by OEH and other pest management programs, are listed and the suitability of each method is described in the 'Methods considered' table.

The landowner should seek advice from Local Land Services on how to effectively and legally implement feral herbivore control methods prior to commencing control on the biobank site. If these methods differ from those identified in the management plan to control feral and overabundant native herbivores, OEH must be contacted in writing.

The landowner must carry out the methods for control for feral and overabundant native herbivores for each management zone according to the method and frequency as described in the 'Methods for control' table. The methods of control applied to the feral or overabundant native herbivores listed in the 'Feral or overabundant native herbivores' table as well as any other feral or overabundant herbivores that may be present on the site from time to time.

Monitoring and inspections of existing and new feral and overabundant herbivores at the biobank site as described in the 'Monitoring and inspections' table must be implemented.

The table titled 'Template for reporting of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of the monitoring activities. The landowners must complete the table titled 'Diary template for feral and overabundant herbivore management' to record the management actions undertaken including any minor variations or observations made.

Feral and overabundant native herbivores

Feral type	Name of feral/overabundant native herbivore	Description of extent	Management zone/s
A	Rabbits *Oryctolagus cuniculus*	Present in low numbers	MZ1, MZ2, MZ6, and MZ6
B	Hares *Lepus europaeus*	Present in low numbers	MZ1, MZ2, MZ3 and MZ6
C	Goats	No sightings, may be present occasionally	All
D	Deer	Observed on other parts of property, may be present occasionally	All

Methods considered

Feral type	Name and description of program or method	Describe suitability
A	Pindone baiting	Pindone baiting is an effective means of controlling rabbits but has the potential for non-target impacts on macropods, stock animals, domestic pets, children etc. Pindone baiting may be suitable for use on the biobank site provided it is used in accordance with regulatory requirements and with appropriate safeguards (e.g. bait stations to exclude macropods).

A	Fumigation and destruction of burrows	Fumigation of active burrows with phosphine tablets and then ripping or collapsing the burrows is an effective control method and suitable for use on the biobank site. This action could be undertaken on the biobank site in conjunction with the removal of surface shelter (e.g. weed thickets, rubbish) in areas where rabbits are active.
All	Controlled shooting program	Shooting is suitable for multiple feral species, is species specific and humane.

Methods of control

Management zone/s	Feral type	Method of control	Frequency and timing
All	A	Manual warren destruction and/or fumigation is to be implemented in management zones where rabbit activity is assessed as being either Moderate or High in the annual monitoring.	As required, based on the outcomes of monitoring
All	A	Pindone baiting can be implemented as an alternative to manual warren destruction and/or fumigation in circumstances where it will be more cost-effective.	As required, based on the outcomes of monitoring
All	A, B, C, D	A controlled shooting program can be implemented where vertebrate pests (other than rabbits) are regularly observed on the biobank site or observed in large numbers in the annual monitoring or to supplement other methods of feral herbivore control.	As required, based on the outcomes of monitoring

Monitoring and inspections

Management zone/s	Feral type/s	Method of monitoring	Date/s required
All	A, B, C, D	All monitoring is to be undertaken by suitably qualified bush regenerator or ecologist.	Every six months from the first payment date, or more often as required.
All	A, B, C, D	Provide details of the implementation and success of all feral herbivore control activities on the biobank site using the 'Diary template for feral pest management' and submit it with the biobank site annual report.	Every six months from the first payment date, or more often as required.
All	A	<u>Monitoring of rabbit activity</u> Monitoring is to comprise of a six-monthly inspection to record rabbit density in each management zone according to the following standard rabbit density classification (see NSW DPI 2014): • High density - abundant active warrens, rabbits visible any time • Medium density – active warrens present, a fair amount of sign (scratches, dung heaps, feeding areas) • Low density – some sign, few holes • Zero – no sign The outcomes of this monitoring should be recorded in the 'Template for reporting monitoring of feral pest activity' and submitted with the biobank site annual report.	Every six months from the first payment date, or more often as required.
All	A, B, C, D	<u>Observations of other feral herbivores</u> A record of feral herbivore activity on the site is to be prepared on a six-monthly basis following an early morning traverse of the site (minimum of 3 hours survey effort). The record is to identify the location, type and number of feral herbivores observed, and describe any other evidence of feral herbivore activity. The monitoring must also involve consultation with the bush regeneration contractors that work on the site to document their observations of feral herbivore activity. The outcomes of this monitoring should be recorded in the 'Template for reporting monitoring of feral pest	Every six months from the first payment date, or more often as required.

		activity' and submitted with the biobank site annual report.	

Other management activities (where required)

Template for the reporting of monitoring activities – feral pests

This template is to be completed to record the outcomes of each six-monthly inspection of the biobank site for the purpose of monitoring feral pest (i.e. feral herbivore and vertebrate pest) activity. It is required to be completed by a suitably qualified bush regenerator or ecologist. The completed template should be submitted with the biobank site annual report.

Completed by:

Date and time of monitoring:

Management zone	**Rabbit density** Record as: • High (abundant active warrens, rabbits visible any time), • Medium (active warrens present, a fair amount of sign i.e. scratches, dung heaps, feeding areas) • Low (some sign, few holes) • Zero (no sign) Mark warren locations on a map	**Feral pest observations** Record all observations of feral pests (other than rabbits) made during the inspection. Include details of the number and type of pests sighted and any other evidence of feral pest activity observed.

Summary of feral pest observations by bush regeneration contractors

Include details of the type and number of feral herbivores and vertebrate pests observed on the site in the previous six months and the frequency of these observations.

Diary template for feral pest management

This template is to be completed to record the details of any feral pest (i.e. feral herbivore and vertebrate pest) management control actions implemented on the biobank site. The completed template should be submitted with the biobank site annual report.

Completed by:

Date of activity:

Management zone/s:

Description and type of control undertaken
Include details of the target species and the control technique used.

Assessment of results of control technique
Include details of the results of the control technique and how it could be improved in future

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

Vertebrate pest management plan

The management plan for vertebrate pests includes information on the vertebrate pests and their extent existing at the time of the agreement as listed in the 'Vertebrate pests' table. The possible methods of control for each species, used by OEH and other pest management programs are listed and the suitability of each method to the biobank site is described in the 'Methods considered' table.

The landowner should seek advice from Local Land Services on how to effectively and legally implement vertebrate pest control prior to commencing control on the biobank site. If these methods differ from those identified in the management plan to control vertebrate pests, OEH must be contacted in writing.

The landowner must carry out the methods for vertebrate pest control for each management zone according to the method and frequency described in the 'Methods of control' table, The methods of control will apply to the vertebrate pests listed in the 'Vertebrate pests' table as well as any other vertebrate pests that may be present on the site from time to time.

Monitoring and inspections of existing and new vertebrate pests on the biobank site, as described in the 'Monitoring and inspections' table, must be implemented.

The table titled 'Template for reporting of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of monitoring activities. The landowner must also complete the 'Diary template for vertebrate pest management' to record the management actions undertaken, including any minor variations, and observations made.

Vertebrate pests

Pest	Name of vertebrate pest	Description of extent	Management zone/s
A	Fox	Likely to be present	All

Methods considered

Pest type	Name and description of program or method	Describe suitability
A	Trapping (leg hold or cage)	Trapping of foxes is undertaken in areas where poison baiting is unacceptable and other methods cannot be used. Trapping may be useful for the control of nuisance animals but is not effective as a general fox control. The use of leg-hold trapping on the biobank site is not recommended.
A	Opportunistic ground shooting	Ground shooting is labour intensive and is not effective as a general fox control method. It may be suitable where multiple feral pests are present on the site or to supplement other feral pest control methods.
A	1080 Baiting	Given the large size of this biobank site, baiting with 1080 will be the most effective method of fox control, particularly if it can be implemented in conjunction with similar programs on adjacent properties. 1080 baiting has the potential to impact on non-targeted species such as native carnivores/omnivores, domestic dogs and cats. It must be used in accordance with regulatory requirements and with appropriate safeguards.

Methods of control

Management zone/s	Pest type	Method of control	Frequency and timing
All	A	Monthly (year round) 1080 baiting is to be implemented on the biobank site when fox control is required.	As required, based on the outcomes of monitoring
All	A	A controlled shooting program can be implemented to supplement the 1080 baiting program if required.	As required, based on the outcomes of monitoring

Monitoring and inspections of existing and new vertebrate pests

Management zone/s	Pest type/s	Method of monitoring	Date/s required
All	A	Qualifications All monitoring is to be undertaken by suitably qualified bush regenerator or ecologist	Every six months from the first payment date, or more often as required.
All	A	Diary template for feral pest management Provide details of the implementation and success of all vertebrate pest control activities on the biobank site using the 'Diary template for feral pest management' and submit with the biobank site annual report.	At the completion of the vertebrate pest control activity
All	A	Observations of vertebrate pests A record of vertebrate pest activity on the site is to be prepared on a six-monthly basis following an early morning traverse of the site (minimum of 3 hours survey effort). The record is to identify the location, type and number of vertebrate pests observed, and describe any other evidence of vertebrate pest activity. The monitoring must also involve consultation with the bush regeneration contractors that work on the site to document their observations of vertebrate pest activity. The outcomes of this monitoring should be recorded in the 'Template for reporting monitoring of feral pest activity' and submitted with the biobank site annual report.	Every six months from the first payment date, or more often as required.

Other management activities (where required)

Annexure D: Monitoring, reporting and record keeping requirements

This Annexure D, together with Annexure C, is approved as a property management plan prepared by the landowner under the section 113B of the *Threatened Species Conservation Act 1995.*

1 Monitoring requirements

1.1 The landowner must ensure that photographs are taken at photo-points at each of the locations and in the direction identified in the table below titled 'Locations of photo points' within 12 months of the commencement date and then at least every 12 months thereafter.

1.2 The photo points are identified on the map entitled Map F Photo Monitoring Points - Mater Dei Stage 2 Biobank Site - Lot 100 DP 1159926 (Dated 5 January 2016) in Annexure A of this agreement. The purpose of the photographs is to show changes over time. Photographs should be taken at approximately the same direction, location, height and time of day (during daylight hours) in each reporting period (as defined in item 2.2 of this Annexure D) and retained for the life of this agreement. All photographs must be dated, stating the direction in which they were taken and identified with their locations.

Locations of photo points			
Projected coordinate system: GDA 94 Zone 56			
Photo point reference	Easting	Northing	Direction of photo (magnetic degrees)
P1	287184	6231949	315
P2	287198	6232288	35
P3	287565	6232273	250
P4	286875	6231992	12
P5	287356	6231869	298
P6	287858	6232084	212
P7	287504	6231743	205
P8	286878	6232294	195
P9	286804	6232118	137
P10	286714	6232174	130

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1.3 An inspection of the biobank site must be undertaken by, or on behalf of, the landowner in accordance with the table 'Site inspection and monitoring schedule' below, for the purposes specified in column A and at the relevant interval specified in column B. The inspections are to occur at the intervals indicated starting from the commencement date. The inspections are additional to any inspections and monitoring required by Annexure C.

Site inspection and monitoring schedule	
A. Purpose	**B. Interval**
Number of stock and date/s when stock have entered the management zones on the biobank site.	Every 3 months
Physical condition of fencing and gates to determine whether they are maintained to a standard that can: • control the movement of stock if required under item 1 in Section 1of Annexure C • control human disturbance if required under item 4 in Section 1 of Annexure C • control the movement of feral and overabundant native herbivores if required under item 10 of Section 2 • control vertebrate pests if required under item 11 of Section 2	Every 12 months
Records of any human disturbance on the biobank site. Note: items 4.1 and 4.2 in Section 1 of Annexure C and clause 2 of this agreement place restrictions on human activities on the biobank site.	Every 6 months
Evidence of erosion. Note: item 8 in Section 1 of Annexure C contains requirements for erosion control.	Every 6 months
Evidence of waste. Note: item 4.4 in Section 1 of Annexure C contains requirements for storing and disposing of waste on the biobank site.	Every 6 months

2 Reporting requirements – annual report

2.1 The landowner must complete and submit to the Chief Executive for approval an annual report using the annual reporting template provided in this Annexure or, if the Chief Executive has approved an amended version of the annual reporting template after the date of this agreement, such an amended version of the annual reporting template as has been approved by the Chief Executive from time to time and supplied to the landowner.

2.2 An annual report must be prepared for each reporting period. A reporting period means:

2.2.1 prior to the first payment date, the period of 12 months after the commencement date, and each subsequent period of 12 months

2.2.2 after the first payment date, the period of 12 months after that date, and each subsequent period of 12 months.

The annual report submitted after the first anniversary of the first payment date must also include the period between the last anniversary of commencement date and the first payment date.

2.3 The annual report for the report period must be supplied to the Chief Executive by registered post not later than 30 days after the end of each reporting period. .

2.4 If there is a change in land ownership during a reporting period, each landowner must submit the annual report required under items 1.2, 1.3 and 1.4 of this Annexure D for the period for which they were the landowner.

2.5 The annual report must:

2.5.1 contain the results of any monitoring, inspections or surveys required in Annexure C

2.5.2 contain the results of the inspections required to be conducted by item 1.2 of this annexure D, including details of the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection

2.5.3 include the photographs taken at the photo points listed in Annexure D

2.5.4 include any other information required in the annual reporting template.

Annual reporting template

Biobank site annual report

Location details

Biobanking agreement ID: Reporting date:	Name of landowner/s: Property address:

Records of management actions undertaken

Management action	Required completion time and frequency	Action completed (Yes/No)	Actual completion date/s	Description of actions undertaken (including where undertaken (including reference to management zones), any variations and the reasons for variation)	Visual observations and other comments (including reasons for non completion)
1 Management of grazing for conservation					
2 Weed control					
3 Management of fire for conservation					
4 Management of human disturbance					
5 Retention of native vegetation					
6 Planting or seeding					

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7 Retention of dead timber					
8 Erosion control					
9 Retention of rocks					
10 Control of feral and overabundant native herbivores					
11 Vertebrate pest management					
12 Nutrient control					
13 Control of exotic fish species					
14 Maintenance or reintroduction of natural flow regimes					

Incident or event that has adverse effect on biodiversity values on biobank site

Incident or event including adverse impacts (e.g. natural events)	**Action taken and proposed recommended actions**

Records submitted with this report	
☐ Photographs taken at the photo points set in the biobanking agreement.	
☐ Results of the inspections required to be conducted in item 1.2 of Annexure D to the biobanking agreement.	
☐ Results of any monitoring, inspections or surveys required in Annexures C and D to the biobanking agreement.	
Signature and certification	
I hereby declare that the information supplied in this report is accurate and complies with the reporting requirements under item 2 of the Annexure D to the biobanking agreement. Note: If the land that forms the biobank site is owned by multiple persons, each landowner must sign this annual report.	
Signed	Signed
Date	Date

3 Record keeping requirements

3.1 The following written records and photographs must be created and retained by the landowner:

3.1.1 for a management action required by this agreement (other than a management action requiring the landowner to refrain from an activity), the date and location/s the management action was carried out and a description of the actions that were undertaken

3.1.2 for a management action which is permitted to be carried out only in accordance with the Chief Executive's consent or approval, a copy of that consent or approval

3.1.3 a copy of any management plan (or updated management plan) required by Annexure C of this agreement that has been approved by the Chief Executive, a copy of the Chief Executive's approval of the management plan (or updated management plan) and a copy of any review of a management plan required by Annexure C

3.1.4 the diaries for recording actions undertaken in accordance with the management plans required by this agreement including the details (management zone/s, date, alternative action) of any minor alterations made to the implementation of those management plans and the reasons for the minor alterations

3.1.5 all photographs required by item 1 of this Annexure D and the information that item requires to be recorded on the photographs

3.1.6 for an inspection required by this agreement, the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection

3.1.7 the results of monitoring, inspections or surveys required to be conducted by this agreement or any management plan that is required to be implemented under this agreement

3.1.8 a brief description of any climatic, weather, ecological/environmental or unplanned events that have a significant adverse affect on the biodiversity values of the biobank site.

3.2 The landowner must retain a copy of each annual report.

3.3 All records required to be kept by this agreement must be:

3.3.1 in a legible form, or in a form that can readily be reduced to a legible form (this includes photographs taken as part of this agreement);

3.3.2 kept for at least 10 years after the event to which they relate took place, unless specified otherwise; and

Note: item 1.1 of this Annexure D requires the photographs required to be taken under that item to be retained for the life of this agreement.

3.3.3 produced to any authorised officer on request by an authorised officer.

BPMS

Annexure E: Payment schedule

Note:

If, by participating in the BioBanking Scheme, you are carrying on an 'enterprise', and your annual income for management actions meets or exceed $75,000 (or $150,000 for a non-profit organisation) you are required to register for GST.

'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. Item 1 below assumes you are carrying on an enterprise.

If you are not carrying on an enterprise by participating in the BioBanking Scheme, GST will not apply to you – but Capital Gains Tax and income tax may still apply. In this case do not indicate an ABN in item 1.1 below.

If you do not meet the monetary threshold, but you are carrying on an enterprise by participating in the BioBanking Scheme, you are still entitled to register for GST if you wish and you may indicate a registered ABN in item 1.1 below.

1 Agreement to issue recipient created tax invoices

1.1 The parties acknowledge that, if the landowner is registered for GST, recipient created tax invoices will be issued from the BioBanking Trust Fund (Australian Business Number 83 639 386 285) to the landowner (Australian Business Number 42 062 542 036).

1.2 The recipient created tax invoices will be for the supply by the landowner of the landowner's obligation to carry out the management actions as defined in this agreement ('the supplies'). These management actions are specified between the landowner and the Minister administering the Act, pursuant to Part 7A Division 2 of the Act.

1.3 The recipient created tax invoices will be issued on payment of the management payments as specified in item 2 of this Annexure E.

1.4 Under this recipient created tax invoice agreement, the landowner guarantees that the landowner will not issue any tax invoice for the supplies.

1.5 The landowner will notify the BioBanking Trust Fund immediately should the landowner cease to be registered for GST.

1.6 The BioBanking Trust Fund is registered for GST and the Minister will notify the landowner immediately should the fund cease to be registered.

2 Payment timing and amount

2.1 Subject to clause 12 of the agreement, the Minister is to direct the Fund Manager to make the management payments to the landowner in accordance with the payment schedules and the requirements of items 2, 3 and 4 of this Annexure E.

2.2 The first year of the payment timing, as set out in the payment schedules, commences from the first payment date.

2.3 The amount of the scheduled management payment for each year is as set out in the payment schedules.

2.4 Each amount is listed in the present value and is inclusive of GST for GST registered landowners and will be increased in accordance with the formula below:

In respect of indexation by CPI the following applies:

Each amount of the management payment is to be adjusted by movements in the CPI in accordance with the formula below (provided that, at all times, each instalment of the management payment is never less than its nominal dollar value as set out in the payment schedules and as at the date of this agreement).

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

Where:

CPI means the published Consumer Price Index (Sydney - All Groups), or if that index is no longer published, then any other index which, in the reasonable opinion of the Minister, is a similar index

A is the dollar value ($) of the management payment amounts as set out in the Payment Schedules prior to indexation by CPI

B is the most recent June Quarter CPI prior to the date that payment is due to be made

C is the CPI for the June Quarter 2016

2.5 Payment schedules

Payment schedule (including GST)	
Payment timing	**Amount**
At the beginning of the first year	$ 358,369.00
At the beginning of the second year	$ 638,506.00
At the beginning of the third year	$ 462,506.00
At the beginning of the fourth year	$ 465,619.00
At the beginning of the fifth year	$ 352,154.00
At the beginning of the sixth year	$ 329,076.00
At the beginning of the seventh year	$ 337,634.00
At the beginning of the eighth year	$ 322,234.00
At the beginning of the ninth year	$ 322,234.00
At the beginning of the tenth year	$ 329,054.00
At the beginning of the eleventh year	$ 336,776.00
At the beginning of the twelfth year	$ 345,334.00

BPMS

At the beginning of the thirteenth year	$ 336,534.00
At the beginning of the fourteenth year	$ 336,534.00
At the beginning of the fifteenth year	$ 342,254.00
At the beginning of the sixteenth year	$ 388,586.00
At the beginning of the seventeenth year	$ 397,144.00
At the beginning of the eighteenth year	$ 410,344.00
At the beginning of the nineteenth year	$ 388,344.00
At the beginning of the twentieth year	$ 204,776.00
At the beginning of each following year	Amount equal to the sum of the in perpetuity management cost that apply for each following year as determined by the table of in perpetuity costs below.

In perpetuity management costs (on and from the twenty-first year) (excluding GST and subject to rate of return)		
Description of ongoing management action	**Frequency**	**Amount ($)**
Weed treatment	The twenty-first year and every year thereafter	$102,250.00
Erosion control	The twenty-first year and every year thereafter	$1,000.00
Fence maintenance	The twenty-first year and every year thereafter	$2,285.00
Gate maintenance	The twenty-first year and every year thereafter	$125.00
Feral animal control	The twenty-first year and every year thereafter	$10,000.00
Ecological burn	The twenty-fourth year and every six years thereafter	$20,000.00
Track maintenance	The twenty-first year and every year thereafter	$2,500.00
Biobank sign maintenance	The twenty-first year and every five years thereafter	$220.00
Interpretation sign maintenance	The twenty-second year and every five years thereafter	$8,000.00

Other recurring costs		
Annual report fee (payable to OEH)	The twenty-first year and every year thereafter	$1,232.00
Monitoring and reporting	The twenty-first year and every year thereafter	$3,200.00
Five yearly review of management plans	The twenty-fifth year and every five years thereafter	$5,200.00
Project management	The twenty-first year and every year thereafter	$12,500.00
Total present value of payments after 20 years (excl. GST)		**$2,077,675.00**
Total present value of payments after 20 years (incl. GST)		**$2,285,443.00**

3 Nominated bank account

3.1 The management payments will be paid into a bank account as nominated by the landowner in accordance with the requirements of this item 3 (**'the Nominated Bank Account'**).

3.2 The landowner must provide the Fund Manager with details in writing of the nominated bank account within 14 days of the commencement date.

3.3 Where there is more than one owner of the biobank site, the notice to be provided in accordance with item 3.2 above must be signed by all owners of the biobank site.

3.4 The landowner must notify the Fund Manager in writing within 14 days of any change to the nominated bank account. This notice must include new bank account information and the written consent of all owners of the biobank site.

4 Annual contribution

4.1 The landowner authorises the Minister to retain the annual contribution from each management payment made to the landowner.

4.2 The Minister will, following each management payment, issue the landowner with an invoice confirming that the annual contribution has been deducted from the relevant management payment.

4.3 As contemplated by clause 18 of the BioBanking Regulation, the Minister may waive the annual contribution where:

4.3.1 the owner of the biobank site has not sold any of the biodiversity credits created for the site, or

4.3.2 there are insufficient funds in the biobank site account relating to the biobank site to meet the next scheduled management payment when it becomes payable.

BioBanking

BioBanking Information Management System

Biodiversity credit ownership report

On the 4 July, 2016, under the *Threatened* Species *Conservation Act 1995*, the biodiversity credits listed in Attachment 1 of this report are held by:

Owner(s) of biodiversity credits listed in Attachment 1

Credit owner ID: 276

Trustees of the Sisters of the Good Samaritan

2 Avenue Road Glebe Point NSW 2037

The BioBanking public register is available at: www.environment.nsw.gov.au/biobanking/publicregister.

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Credit register ID	276

Use the credit register ID number to search the current credit holdings on the biodiversity credit register.

Designated email:	mjmcdonald@goodsams.org.au

Note: The designated email is publicly available on the register to assist with contact between credit buyers and sellers. For privacy purposes, individual or personal information is not displayed on the public register.

Attachment 1 - Biodiversity credit ownership report

This report lists credits that may be transferred (i.e. bought or sold) or retired by the current owner. Credits that are pending (expected on establishment of a biobank site), or credits that are suspended, revoked or that have been retired will not be listed.

Ecosystem credit profiles								
Credit profile ID	**Agreement ID**	**Vegetation code**	**Vegetation type**	**CMA subregion**	**Surrounding vegetation**	**Patch size**	**Vegetation formation (see key)**	**Available credits**
2,264	217	HN528	HN528/Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	>100 ha	GRW	16
2,265	217	HN528	HN528/Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	GRW	75
2,266	217	HN528	HN528/Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	>100 ha	GRW	10
2,267	217	HN528	HN528/Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	GRW	18

2,268	217	HN528	HN528/Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	GRW	93
2,269	217	HN529	HN529/Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	GRW	4
2,284	217	HN526	HN526/Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	FRW	142
2,285	217	HN526	HN526/Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	FRW	46
2,286	217	HN526	HN526/Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	FRW	5
2,277	217	HN526	HN526/Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	FRW	47
2,278	217	HN526	HN526/Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	FRW	1
2,279	217	HN526	HN526/Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	>100 ha	FRW	2

2,280	217	HN526	HN526/Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	FRW	7
2,281	217	HN526	HN526/Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	FRW	8
2,282	217	HN526	HN526/Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	>100 ha	FRW	4
2,270	217	HN529	HN529/Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	GRW	4
2,271	217	HN529	HN529/Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	GRW	1
2,273	217	HN529	HN529/Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	>100 ha	GRW	3
2,274	217	HN526	HN526/Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	FRW	29
2,275	217	HN526	HN526/Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	FRW	29

2,276	217	HN526	HN526/Forest Red Gum - Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion	Cumberland - Hawkesbury /Nepean	31-70%	<5 ha	FRW	21

Species credit profiles				
Credit profile ID	**Agreement ID**	**Scientific name**	**Common name**	**Available credits**
460	217	Eucalyptus benthamii	Camden White Gum	28

Key to vegetation formations

Code	Vegetation formation
ALP	Alpine complex
ASA	Arid shrublands (Acacia)
ASC	Arid shrublands (Chenopod)
DSG	Dry sclerophyll forests (shrub/grass)
DSS	Dry sclerophyll forests (shrubby)
FRW	Forested wetlands
FWW	Freshwater wetlands
GLD	Grasslands
GRW	Grassy woodlands
HLD	Heathlands
MES	Miscellaneous ecosystems
RFT	Rainforests
SAW	Saline wetlands
SWG	Semi-arid woodlands (grassy)
SWS	Semi-arid woodlands (shrubby)
WSG	Wet sclerophyll forests (grassy)
WSS	Wet sclerophyll forests (shrubby)

For more information, please contact the Environment Line - phone: 131555; email: biobanking@environment.nsw.gov.au

Tax invoice for supply of biodiversity credits

Date of issue

Name of credit supplier

Address of supplier

ABN of supplier

Name of purchaser receiving credits

Address of purchaser

ABN of purchaser

Biodiversity credits being supplied			
Name or address of biobank site			
Biodiversity credit (name of ecosystem or species credit)	**Number of credits**	**Price per credit $**	**Total price $**

Payment to be made by the purchaser in accordance with the following:

Item	**Amount $**	**Instructions for payment**
Part A (exclusive of GST)		Part A must be paid by cheque only (payable to 'BioBanking Trust Fund'). Quote the biobank site account on the back of the cheque. Mail to: Biobanking Fund Manager PO Box A290 Sydney South NSW 1232
Part B plus GST for the total value of the sale of biodiversity credits $B + [$(A+B)÷10]		Must be paid to the landowners bank account: Name: Bank: BSB: Account:
Total value of sale (inclusive of GST) $A + $B + [$(A+B)÷10]		Total amount to be paid in accordance with above instructions

Part A payment must be directly remitted to the BioBanking Trust Fund. Registration of the transfer of biodiversity credits to the purchaser will not be issued until these funds are paid into the BioBanking Trust Fund. The landowner must provide a copy of this invoice to the BioBanking Trust Fund.

Important notes about transfer of biodiversity credits

1. The landowner is the holder of the biodiversity credits listed in this tax invoice and transfers them to the purchaser as authorised by section 127Z of the *Threatened Species Conservation Act 1995*.
2. Section 127ZA of the *Threatened Species Conservation Act 1995* and clause 25 of the Threatened Species Conservation (Biodiversity Banking) Regulation 2008 require the amount referred as 'Part A payment' in this tax invoice to be transferred into the Biobanking Trust Fund before the transfer of the biodiversity credits is registered under the Act.
3. The purchaser must pay the amount referred as 'Part A payment' in this tax invoice directly into the Biobanking Trust Fund. The landowner does not receive and is not entitled to receive this amount. Nor is this amount applied for the landowner's benefit or paid into the Biobanking Trust Fund at the direction of the landowner.

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Tax implications of a BioBanking agreement

There are likely to be tax implications for landowners who enter into a BioBanking agreement under the BioBanking Scheme.

This guide covers income tax (including capital gains tax) and the goods and services tax (GST). It outlines how taxation law might affect you. However, the exact manner in which taxation laws will affect you depends on your individual circumstances.

This advice relies heavily on a sound understanding of the BioBanking Scheme. For all the necessary background information, please consult the *Guide to establishing a biobank site*, which can be downloaded from the BioBanking website landowners' page.

All landowners are likely to be subject to income tax, including capital gains tax, but not all will be subject to GST. The Australian Taxation Office (ATO) has provided rulings on these taxes. Whether or not GST applies will depend on the nature of your involvement in the BioBanking Scheme. If you are entering the scheme as part of your business and you are registered for GST purposes you may need to comply with GST rules.

If you are entering the scheme as a private landowner who wants to participate in BioBanking for altruistic reasons, you may not need to comply with GST rules.

Seek independent legal and taxation advice

We strongly advise you to seek legal and/or taxation advice before deciding to enter into a BioBanking agreement or before making any decisions based on this information.

The information contained here needs to be taken as guidance rather than personalised legal or taxation advice.

Every effort has been made to ensure this information is accurate at the time of publication. However, it is intended as a guide only and does not replace the need for independent advice.

Note Figures used in the examples are general in nature and do not represent real scenarios. You should obtain independent valuation advice where market values are required.

BioBanking
Biodiversity Banking and Offsets Scheme

Australian Taxation Office rulings

The Office of Environment and Heritage (OEH), which administers the BioBanking Scheme, sought two rulings from the ATO to provide a foundation for basic guidance to BioBanking participants.

When reviewing how taxation law might affect you, refer to:

- the private binding ruling on GST (authorisation number 1011357060386)
- the class ruling on income tax including capital gains tax (CR2009/77).

These rulings cover those landowners who are undertaking an enterprise or business, or otherwise hold their land as a capital asset. These rulings do not consider landowners who hold their land on revenue account.

Capital gains tax and conservation covenants

The Commonwealth Department of the Environment has ruled that a BioBanking agreement is a conservation covenant. When you enter into a conservation covenant, a capital gains tax event occurs. Therefore, entering into a BioBanking agreement may result in a capital gain or loss arising. Additionally, the disposal of your biodiversity credits is a capital gains tax event so when you sell or retire your biodiversity credits, a capital gain or loss may arise.

Capital gain or loss on land value on signing the agreement

The method for determining a capital gain or loss on entering into the BioBanking agreement is set out in section 104-47 of the *Income Tax Assessment Act 1997*.

If you make a capital gain on entering into the BioBanking agreement, you may be eligible for certain capital gains tax concessions, including:

- capital gains tax discounts
- an exemption for landowners who acquired their land prior to 20 September 1985
- small business capital gains tax concessions if the land is an active business asset.

You make a capital gain if the proceeds from entering into the BioBanking agreement are more than the cost-base of the land that is apportioned to the BioBanking agreement. You make a capital loss if the proceeds from entering into the BioBanking agreement are less than the reduced cost-base of the land that is apportioned to the BioBanking agreement.

Capital gain (or loss) = capital proceeds – cost-base (or reduced cost-base) of land apportioned to the BioBanking agreement

Capital proceeds

Your capital proceeds from entering into the BioBanking agreement are the value of the biodiversity credits created by the BioBanking agreement. This amount is specified in clause 5.3 of the BioBanking agreement. It is likely to be equivalent to the Part B payment you expect to receive when you sell your biodiversity credits.

Where you are registered for GST, the amount taken to be your capital proceeds should be exclusive of GST (for further details refer to the GST section following).

Cost-base of land apportioned to the BioBanking agreement

The formula to calculate the cost-base or reduced cost-base of the land apportioned to the BioBanking agreement is:

$$\text{Cost-base (or reduced cost-base) of the land} \times \frac{\text{capital proceeds from entering into the BioBanking agreement}}{\text{(capital proceeds from entering into the BioBanking agreement + market value of the land after entering into the BioBanking agreement)}}$$

Cost-base of land

The cost-base of your land generally includes:

- the money you paid to acquire it and the market value of any property you gave to acquire it
- certain incidental costs incurred in relation to the land (e.g. stamp duty, costs of obtaining valuations, borrowing costs) to the extent that you have not already obtained deductions for these expenses
- costs related to owning the land (e.g. rates or land tax, interest on money borrowed to acquire the land) to the extent that you have not already obtained deductions for these expenses.

The reduced cost-base of your land does not include the costs related to owning the land.

Market value of land

The market value of the land can be determined by the usual land valuation methods such as engaging a qualified valuer and researching recent sales history. A conservation covenant places restrictions on the use of the land and attaches to the land title so it may affect the market value of the land.

Example 1

This simplified example (without reference to possible discount provisions) shows how the capital gain or loss formula works.

A landowner receives biodiversity credits worth **$20,000** (for the Part B portion) for entering into a BioBanking agreement. The land was bought 10 years ago for **$300,000**. However, since the property was purchased it has increased in value to **$400,000**. After entering the BioBanking agreement, with the estimated devaluation due to of the conservation covenant, the land is worth $385,000.

The cost-base of the land apportioned to the BioBanking agreement is:

$300,000 × [$20,000 ÷ ($20,000 + $385,000)] = $14,815

Given that the capital proceeds are **$20,000**, the landowner has made a capital gain for income tax purposes of **$5,185** (i.e. **$20,000 – $14,815**).

At the time of signing your BioBanking agreement, you will not have sold any credits or received any cash. Depending on your circumstances, you may need to ensure you will be able to sell your credits before your tax liability for the year in which you sign your BioBanking agreement is due.

Note: this example does not consider GST.

Capital gain or loss when you sell or retire biodiversity credits

For landowners who hold their credits on capital account, biodiversity credits are treated as capital gains tax assets (not trading stock or depreciating assets). Therefore you can also make a capital gain or loss on your biodiversity credits when you sell them.

If you make a capital gain on selling your biodiversity credits you may be eligible for certain capital gains tax concessions, including:

- capital gains tax discount
- small business capital gains tax concessions.

Similar to the method for calculating capital gain or loss on land value, the capital gain or loss on biodiversity credits is calculated by subtracting the cost-base (or reduced cost-base) of the credits from the capital proceeds when the credits are sold.

The cost-base of the credits should be the amount specified in clause 5.3 of the BioBanking agreement. For capital gains tax purposes this is taken to be the 'money paid' to acquire – that is, the likely value of – the biodiversity credits. The cost-base of the biodiversity credits also includes the application fee paid to OEH and fees to consultants or legal advisors incurred to acquire the biodiversity credits.

Where you are registered for GST, the amounts forming part of your cost-base should be exclusive of GST (for further details, refer to the GST section later in this guide).

The capital proceeds from biodiversity credits are made up of the Part B amount and the market value of the right to receive annual payments from the BioBanking Trust Fund (from the Part A amount known as the Total Fund Deposit). On the basis that annual payments have been calculated solely to enable the landowner to satisfy their obligations (i.e. the management actions), the likely outcome is that the market value of these payments will be $0. The Part A amount itself is not capital proceeds.

Example 2

A landowner receives **$15,000** for the Part B payment on the sale of biodiversity credits. The market value of the right to receive annual payments is **$0**. Therefore, the capital proceeds received on the sale of the credits is **$15,000 + $0 = $15,000**.

The cost-base of the credits on the date the BioBanking agreement was signed was **$20,000**. The application fee paid to OEH to enter into the agreement was **$612** and **$2,288** was paid to an accredited BioBanking Assessor for the site assessment. Therefore the cost-base of the biodiversity credits is **$22,900**.

Given that the capital proceeds from the sale were **$15,000**, the landowner has made a capital loss of **$7,900**.

If this loss was made in a different income year to when the landowner entered into the BioBanking agreement then they could not use it to offset any gain arising from entering into the BioBanking agreement.

Note: this example does not consider GST.

Income tax

On the sale of biodiversity credits, the Part A portion of the proceeds is not treated as ordinary assessable income as it is deposited directly into the BioBanking Trust Fund. However, the Part B portion is treated as ordinary assessable income through the capital gains tax provisions (outlined earlier).

The annual payments from the BioBanking Trust Fund are treated as ordinary assessable income. Bonus payments from the BioBanking Trust Fund are also treated as ordinary assessable income.

Under section 8-1 of the *Income Tax Assessment Act 1997*, you may be able to claim expenses as income tax deductions to the extent they are incurred in gaining or producing your assessable income; for example, costs incurred in maintaining or improving biodiversity through management actions. This could include labour and administration costs for management actions such as weed control, annual compliance monitoring fees, and annual rates and insurance payments (apportioned appropriately where they relate to property other than the BioBanking site). Additionally, a deduction may be claimed for the decline in value of equipment where the equipment is purchased to carry out management actions.

Where you are registered for GST, the amounts assessable and deductible should be exclusive of GST (for further details refer to the GST section below).

In the event of an unsuccessful application, you may be able to claim deductions over five years for the preliminary costs incurred (e.g. fees incurred assessing the proposed BioBanking site and fees incurred for professional or legal advice regarding entering into the BioBanking agreement). This will depend on your individual circumstances. For further information refer to paragraphs 80–85 of the class ruling.

For individuals, these deductions may be denied under the non-commercial loss provisions.

Example 3

A landowner receives an annual payment of **$10,000** from the BioBanking Trust Fund to cover the anticipated cost of management actions detailed in the BioBanking agreement. During the year the landowner incurs actual expenses of **$6,000** in delivering these management actions. At the end of June, the landowner receives a bonus payment of **$2,000** to reflect the better-than-anticipated return for the BioBanking Trust Fund. The landowner must declare a total income of **$10,000 + $2,000 = $12,000**.

The landowner can claim a deduction of **$6,000**.

The landowner makes a net profit/surplus for tax purposes of **$12,000 – $6,000 = $6,000**.

Assuming a business tax rate of 30% and no other applied provisions, the landowner is liable to pay **$6,000 × 0.3 = $1,800**

Note This example does not consider the application of GST.

Goods and services tax

Three BioBanking transactions involve a goods and services tax (GST) liability for landowners who are registered for GST. These are:

- the creation of biodiversity credits on entering into a BioBanking agreement
- the sale of credits
- the annual payment.

There will also be GST implications for registered landowners for other related transactions such as the acquisition of goods or services when performing management actions.

GST on the creation of biodiversity credits

Biodiversity credits are created when a landowner enters into a BioBanking agreement. The notional value of these credits, which includes GST, is set out in clause 5.3 of the BioBanking agreement.

The landowner agreeing to the obligations of the BioBanking agreement and OEH creating biodiversity credits are both supplies that are provided in connection with each other for GST purposes. This means both OEH and the landowner (who is registered for GST):

- are required to pay GST in respect of their supply. The GST to be paid is calculated on the notional value of the credits. Both parties will need to issue tax invoices in respect of their supply.
- can claim an input tax credit (ITC) in respect of the tax invoice they have received from the other party.

As the GST payable and the input tax credit that can be claimed are the same amount, the net GST position for both the landowner and OEH is zero.

GST when you sell your biodiversity credits

For the purposes of GST, the sale of credits is the supply of goods. This means a purchaser of your credits has to pay you GST on the total amount; that is, both the Part A and Part B amounts. This is the case even though the Part A amount (net of GST) is paid by the purchaser directly into the BioBanking Trust Fund.

GST and your annual payments

For the purposes of GST, the management actions that you agree to do are considered a service. If you are registered for GST, this means the BioBanking Trust Fund will include an amount for GST when making the annual payments for management actions you deliver. It is then the responsibility of the landowner to pay the GST liability to the ATO. Given the BioBanking Trust Fund is registered for GST, an input tax credit will be claimed for the GST included in the payment made to the landowner.

Registering for GST

If, by participating in the BioBanking Scheme, you are carrying on an 'enterprise', and your annual income meets or exceed $75,000 (or $150,000 for a non-profit organisation) you are required to register for GST.

'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.

If you are not carrying on an enterprise by participating in the BioBanking Scheme, you will not be required to register or remit GST to the ATO. Also, you will not be entitled to claim input tax credits.

If you do not meet the monetary threshold but are carrying on an enterprise by participating in the BioBanking Scheme, you are still entitled to register for GST if you wish. This will enable you to claim an input tax credit for GST expenses incurred in delivering management actions.

If you do not register for GST you may be liable for an out-of-pocket expense to the value of GST incurred by OEH on creating the credits.

If you do register for GST and you are carrying on an enterprise, you are required to lodge business activity statements (BAS).

Business activity statement

In order to report on your GST obligations, you are required to submit a business activity statement (BAS) to the ATO.

In order to comply with GST reporting requirements, you must issue a tax invoice for the sale of the credits with a breakdown of Part A and B payments and GST. An invoice template for the sale of credits can be downloaded from the BioBanking website.

Input tax credits

You may be entitled to claim input tax credits for the goods and services you acquire as part of your BioBanking enterprise. This may include costs of establishing your land as a biobank site (e.g. fees for professional advice) and the costs of carrying out management actions.

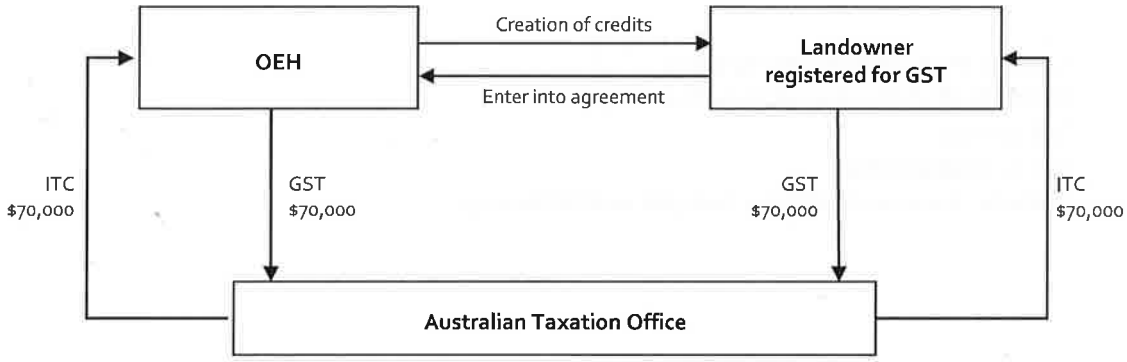
Remitting GST to the ATO

Landowners are required to pass on or remit, to the ATO, any GST received from the purchaser or BioBanking Trust Fund.

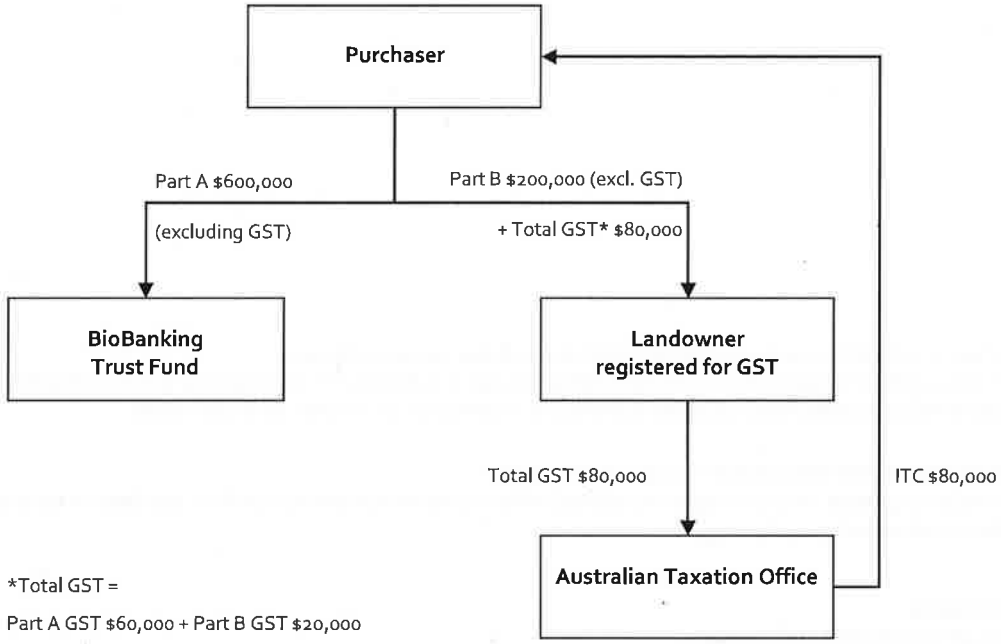
There are three BioBanking transactions that have a GST liability for the landowner. These are illustrated on the following page through an example that assumes:

- a total biodiversity credit value on entering into the BioBanking agreement of $770,000 (GST inclusive)
- sale of credits of $880,000 (GST inclusive), being $660,000 Part A and $220,000 Part B
- an annual payment of $44,000 (GST inclusive).

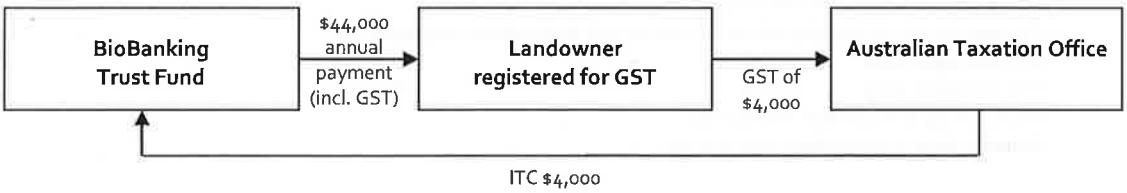
GST Liability 1: On entering a BioBanking agreement and creating biodiversity credits



GST Liability 2: Sale of credits



GST Liability 3: Annual payment for management actions



More information

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Appendix 5. Guide to Managing the Mater Dei Biobank Site, Cobbitty (Part 1)