

Property Vegetation Plan

Appendix D



Appendix D — Property Vegetation Plan

D



Local Land
Services
Western

23PVP00291

WESTERN
Local Land Services
Incentive
PROPERTY VEGETATION PLAN
Native Vegetation Act 2003

'ARTESIA'
BOURKE NSW 2840

This Property Vegetation Plan applies to the land described in Schedule 1, as shown on Map 1 in Schedule 4 of this agreement.

The Landholder is authorised to undertake the activities set out in Schedule 2 and agrees to carry out the management actions and management action details set out in Schedule 2. The Landholder agrees to comply with the requirements of Schedule 3.

Notes:

1. The Director-General of Department of Premier and Cabinet (or delegate) will notify the Registrar-General once all landholders and parties with a prescribed interest have consented to the registration of this PVP. Once notified by the Director-General, the Registrar-General is required to register this PVP. This PVP will then be binding on all current and future landholders.
2. This Plan does not exempt the landholder from any Council clearing consent requirements.
3. In order to carry out the works under this PVP, the Landholder may be required to obtain other approvals from other government agencies.
4. This plan does not exempt the landholder from any requirements under the *Western Lands Act 1901*.

Robyn Jean Old

Name of the Landholder

R. J. Old
Signature

9.7.14
Date

~~**Pamela Mary Jill Hatten Tully**~~

Name of the Landholder

Signature

Date

Francis John Old

Name of the Landholder

Francis J. Old
Signature

9.7.2014
Date

Sharon Hawke

Delegate of the Western Lands Commissioner

S. Hawke
Signature

6.8.14
Date

Rob Gregory

General Manager of the Western Local Land Services

Delegate of the Minister administering the *Native Vegetation Act 2003*

N/a

Rob Gregory
Signature

21.08.19
Date

Consent to register this plan in accordance with s. 31 of the *Native Vegetation Act 2003*

Signature

Date

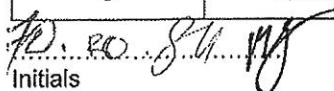
LLS File Ref: PVP_Artesia_Bourke

Request No: 18276

Page 1 of 12

SCHEDULE ONE — DESCRIPTION OF LAND TO WHICH THIS PVP APPLIES

Lot	DP	LGA
22	753546	BOURKE
9	753579	BOURKE
17	753579	BOURKE
696	761764	BOURKE
1	753579	BOURKE
82	753547	BOURKE
416	761175	BOURKE
6362	769255	BOURKE
102	753547	BOURKE
100	753547	BOURKE
4	753547	BOURKE
537	761454	BOURKE
19	753546	BOURKE
3	753547	BOURKE
2	753547	BOURKE
17	753546	BOURKE
18	753546	BOURKE
6297	768182	BOURKE
5728	768628	BOURKE
20	753546	BOURKE
15	753579	BOURKE
16	753579	BOURKE
5	753579	BOURKE


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8	753579	BOURKE
10	753546	BOURKE
83	753547	BOURKE
6361	768183	BOURKE
84	753547	BOURKE
6	753579	BOURKE
18	753579	BOURKE
5729	768629	BOURKE
101	753547	BOURKE

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SCHEDULE TWO — AUTHORISED ACTIVITIES AND MANAGEMENT ACTIONS

AUTHORISED INCENTIVES

Map Number (as per Schedule 1)	Map Unit	Incentive Type Authorised on Map Unit	Details of Authorised Incentive type
1	4a 12902.62 hectares	Total Grazing Pressure Management	Management for Improved Groundcover

ESTABLISHMENT ACTIONS

1. The establishment actions and establishment action details set out below must be undertaken in the specified map unit as identified in Schedule 4.

Map Number (as per Schedule 4)	Map Unit	Establishment Action	Establishment Activity Due by	Establishment Action Details
1	4a	Removal of unmanaged feral goats	30 March 2017	The landholder is to remove all unmanaged feral goats from within map unit 4a by the 30 March 2017.

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MANAGEMENT ACTIONS FOR INCENTIVES

1. The management actions are to be continued for, or completed within, the duration specified in the column "Duration of Management Action".
2. The management actions set out below must be undertaken in the specified map unit as identified in Schedule 4.

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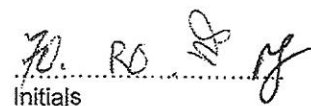
Map Number (as per Schedule 1)	Map unit	Duration of Management Action	Management Actions
1	4a (12092.62 Hectares)	Until 30 March 2025	General management actions: Provisions of the Property Vegetation Plan (PVP) end 30 March 2025. In map unit 4a the following management actions are continued for or completed within the duration of the PVP: 1. The Landholder is to maintain the fences and infrastructure including floodgates in a goat proof manner, surrounding 4a, to be inspected monthly and maintained regularly; and 2. The landholder is to remove all unmanaged feral goats from map unit 4a within 2 years from 31 March 2015; and 3. The Landholder is to ensure that unmanaged feral goats are continuously suppressed consistent with the Grazing Management Plan – Part B of the project application (Landscape Scale Goat Management Project) agreed to by Western Catchment Management Authority for map unit 4a; and 4. After 2019, the landholder is to ensure appropriate grazing management is applied to ensure a: a) Minimum of 40% of map unit 4a has a groundcover above 50% in years of below average rainfall; and; b) Minimum of 60% of map unit 4a has a groundcover above 50% in years of average rainfall; and c) Minimum of 80% of map unit 4a has a groundcover above 50% in years of above average rainfall; and 5. After 2019 the landholder is to ensure average groundcover is maintained: a) above 60% in years of below average rainfall; and b) above 70% in years of average rainfall; and c) above 75% in years of above average rainfall; and

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			6. The Landholder is to conduct monitoring and maintain records, consistent with Western LLS Guidelines for Monitoring and Reporting; and 7. For map unit 4a the Landholder will document the stocking rates and management for each 12 month period and submit to the Western LLS, for 10 years from the date the PVP is approved; and 8. For map unit 4a the landholder will document rainfall records for each 12 month period and submit to the Western LLS; and 10. The Landholder will document the number of goats removed from map unit 4a for each 12 month period; and 11. The Landholder is required to continually suppress weed species as required by legislation and consistent with NSW government best practice; and 12. The landholder will provide the public access to map unit 4a for field days on dates agreed to by the landholder and the Western LLS and participate in project group activities;
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			Definitions Average rainfall means Australian Government Bureau of Meteorology average rainfall based on a standard 30 year climatology. A feral goat is defined in NSW legislation as one that has been captured from a wild state, has not been born as a result of a managed breeding program, and has not been subjected to any animal husbandry procedure or treatment. Feral goats include kids born in a depot to captured does as a result of unmanaged mating with feral bucks. The following are <i>not</i> feral goats: • captured goats that have been marked, ear marked, tagged, joined or treated with any veterinary medicine, drench or other chemical; • domestic goats that have been bred in captivity and subsequently escaped or released.



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SCHEDULE THREE - STANDARD CONDITIONS

Commencement

1. This PVP will commence from the date at which it is signed by the Minister administering the *Native Vegetation Act 2003* (or delegate).

Words and phrases used

2. In this Schedule:

"LLS" means the Local Land Services that is a party to this property vegetation plan ("PVP");

"Landholder" means the landholder who is a party to this PVP and once this PVP is registered all future landholders;

"the works under this PVP" means the clearing, the management actions, the mitigating actions and all other works that the Landholder is authorised or required to take under this PVP;

"the Land" means the land to which this PVP applies;

"incentive payments" means incentive payments to be made under this PVP by the LLS to the Landholder, in accordance with Schedule 2 of this PVP; and

"OEH" means the Office of Environment and Heritage within the Department of Premier and Cabinet and includes its successor departments or agencies.

Monitoring and auditing

3. The carrying out of any works under this PVP may be subject to auditing by officers of the LLS or OEH who are authorised officers under the *Native Vegetation Act 2003*, as set out in sections 34 and 35.
4. Subject to reasonable notice, the Landholder will allow authorised officers of the LLS or OEH access to the Land and allow those officers to do all things reasonably necessary for the purpose of monitoring or auditing compliance with this PVP.
5. The Landholder agrees to retain receipts and records of all expenditure associated with incentive payments for a period of three years from the date of final expenditure. The Landholder agrees to provide such receipts and records to authorised officers of the LLS or OEH, if requested as part of any monitoring or audit carried out by the LLS or OEH.
6. Clauses 3, 4 and 5 do not affect the powers of authorised officers of the LLS, OEH or other government agencies to carry out investigations under the *Native Vegetation Act 2003*.

Other funding arrangements

7. The Landholder warrants that prior to the approval of this PVP, the Landholder has notified the LLS of any other funding arrangements entered into for the purpose of carrying out any works included in this PVP.

Registration of PVP on Title

8. For the purpose of sections 31(1) and 31(2) of the *Native Vegetation Act 2003*, the Landholder consents to the registration of this PVP in accordance with section 31 of the *Native Vegetation Act 2003*.

Incentive payments

9. Payment of the contract amount will be made in accordance with Attachment 1 subject to the completion of relevant activities/management actions to the LLS's satisfaction.

Dispute resolution

10. The parties agree to attempt to resolve any dispute in relation to this PVP by negotiation in the first instance. Such negotiation may involve agreeing on a variation to the PVP. However, this clause does not apply to a dispute relating to a possible breach of the *Native Vegetation Act 2003*.
11. Where appropriate, if negotiations are not successful, the LLS agrees to provide a written notice to the Landholder setting out the nature of any contravention and requesting the Landholder to take the steps

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specified in that notice, in the time specified in that notice, to rectify that contravention. This clause does not apply to a possible breach of the *Native Vegetation Act 2003*.

12. The Landholder agrees to comply with that notice in the time specified in the notice. Failure to comply with that notice is a breach of this plan. If the Landholder does not comply with the notice, the Minister (or delegate) may consider terminating this plan, in accordance with the procedure set out in section 30 of the *Native Vegetation Act 2003*. The LLS or OEH may also take other action under that Act.
13. If this property vegetation plan is terminated, the Landholder agrees to pay back to the LLS within 28 days of the date of termination:
 - (i) for any management actions not commenced at the date of termination, all incentive payments received under this plan; and
 - (ii) for any management actions partially completed at the date of termination, an amount of incentive payments received under this plan which has been approved by the LLS
14. The landholder also agrees to provide access to the property to officers of the LLS and OEH and also to provide access for those officers to receipts and records of expenditure related to such management actions.
15. The obligation of the landholder under clause 13 to pay back certain incentive funds to the LLS continues after the end of this agreement.

Note: The procedure for varying or terminating a PVP is set out in section 30 of the *Native Vegetation Act 2003* and clause 11 of the *Native Vegetation Regulation 2005*.

Subdivision

16. The Landholder agrees to notify the LLS of any proposal to subdivide the Land.
17. The Landholder agrees to submit to the LLS an application to vary this PVP to divide it into separate PVPs relating to the Land as subdivided in the same or similar terms to this PVP, if so requested by the LLS.

Apportionment of risk/indemnity

18. The parties agree to apportion risk as follows:
 - (i) The LLS accepts the risk for the actions of LLS staff in entering the Land and carrying out functions associated with this PVP and for the actions of other visitors to the Land as organised by the LLS.
 - (ii) All other risks associated with this PVP and the works under this PVP rest with the Landholder.

Goods and services tax

19. Unless otherwise stated, any incentive payments made by the LLS are exclusive of goods and services tax.
20. Prior to receiving any payment, the Landholder agrees to provide to the LLS a valid Australian Business Number or clear evidence as to why no Australian Business Number is required.

Disclosure of Information

21. Subject to clause 21, personal information contained in this PVP will be treated in accordance with the *Privacy and Personal Information Protection Act 1998*, under which you have rights of access and correction.
22. Information contained in this PVP may be disclosed:
 - (i) in the case of incentive PVPs generally, to bona fide prospective purchasers of the land to which this PVP applies.
 - (ii) in the case of incentive PVPs valued at \$150,000 or more, on the government contracts register on the NSW Government Tenders website except for any personal information or other content the LLS determines is subject to an overriding public interest against disclosure.
 - (iii) to OEH for compliance and statistical purposes.


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- (iv) in circumstances where disclosure is otherwise required or authorised by law, including the Government Information (Public Access) Act 2009.

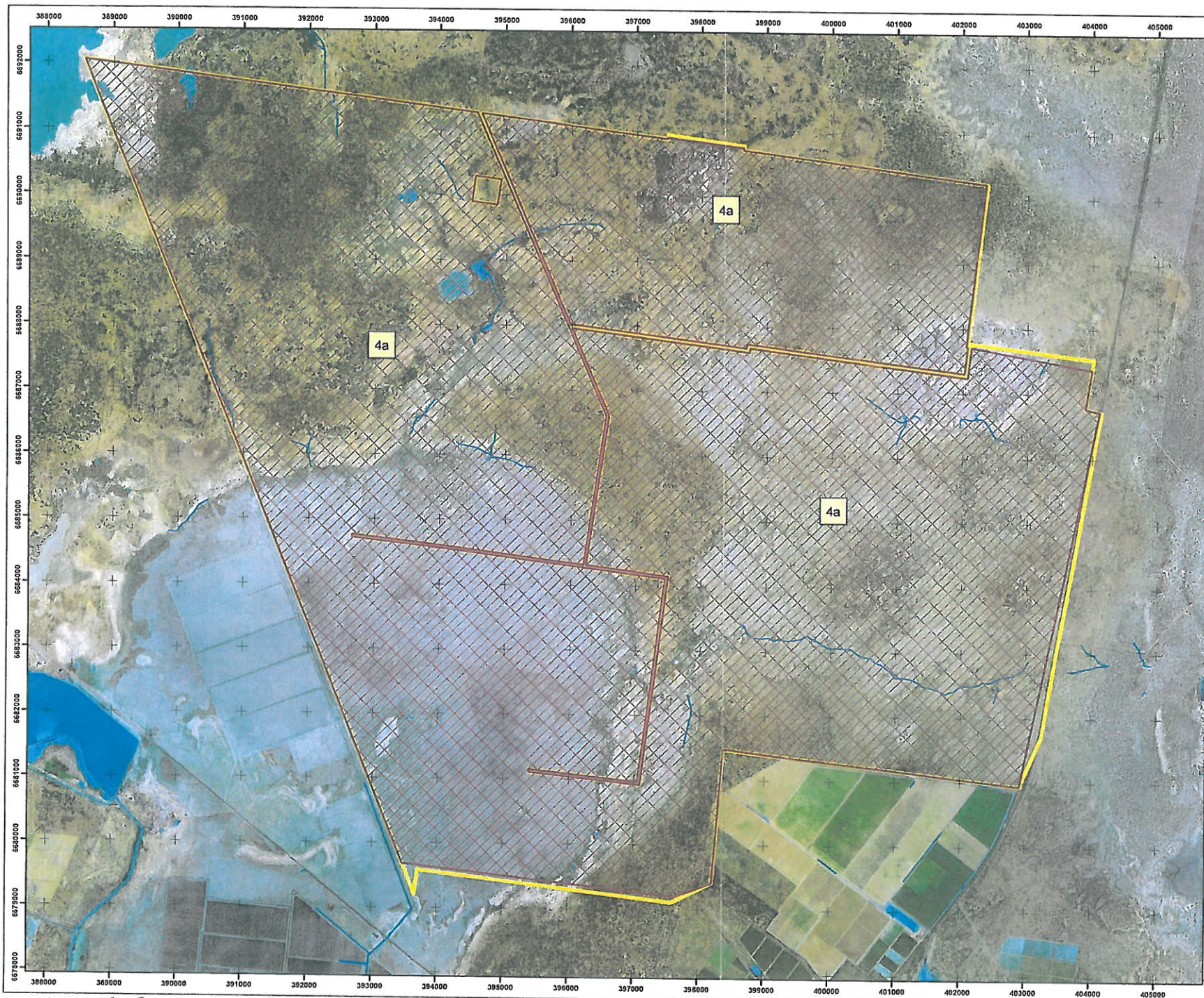
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SCHEDULE FOUR — MAPS

- Map 1 PVP Area and Activities authorised by this PVP.
- Map 2 Vegetation zones associated with activities authorised by this PVP. (not applicable)
- Map 3 Land and soil capability (LSC) zones associated with activities authorised by this PVP. (not applicable)
- Map 4 Invasive native scrub (INS) zones associated with activities authorised by this PVP. (not applicable)
- Map 5 Salinity zones associated with activities authorised by this PVP. (not applicable)

All maps must be printed for each PVP, unless it is not applicable to this PVP

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Local Land Services

Native Vegetation Act 2003
Property Vegetation Plan

Map 1 **PVP Area and Activities**

Request No: 18276

Name: Robyn Jean Old,
Pamela Mary Jill Hatten
Tully, Francis John Old

Property: Artesia
BOURKE

Legend

- Property
- Incentive, map unit 4a
- Drainage Line



Metres

0 540 1,080 1,620 2,160 2,700

1:55,000

1 centimetre = 550 metres

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Date of Imagery: 31/12/2008

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Prepared by: Karen Kneipp
Date: 18/06/2014

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