

APPENDIX H

PROPERTY VEGETATION PLAN (PVP)

MURRUMBIDGEE

Catchment Management Authority

Clearing

PROPERTY VEGETATION PLAN

Native Vegetation Act 2003

Alan & Sue Willament

“Merrikee”

Googowi, NSW, 2652

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.

Susan Alice Turley-Willament	Date
Allen James Willament	Date
Greg Bugden General Manager of the Murrumbidgee Catchment Management Authority Delegate of the Minister for Climate Change and the Environment and Water	Date
Consent to register this plan in accordance with s. 31 of the <i>Native Vegetation Act 2003</i>	Date

Request No: 14636
File Reference: MDG 04650

SCHEDULE ONE — DESCRIPTION OF LAND TO WHICH THIS PVP APPLIES

Lot	DP	LGA	Parish	County
1	749831	CARRATHOOL	LIVINGSTONE	STURT
2	749831	CARRATHOOL	WYCHEPROOF	STURT

SCHEDULE TWO — AUTHORISED ACTIVITIES AND MANAGEMENT ACTIONS

AUTHORISED CLEARING (NOT INVOLVING INVASIVE NATIVE SCRUB AND/OR THINNING)

MANAGEMENT ACTIONS FOR AUTHORISED CLEARING (NOT INVOLVING INVASIVE NATIVE SCRUB AND/OR THINNING)

1. If clearing occurs in the Map Units, as identified in Authorised Clearing table, then the management actions and management action details described below must be undertaken in the specified Map Unit, as identified in Schedule 4,
2. The management actions and management action details are to be continued for, or completed within, the duration specified in the column “Duration of Management Action”.

Map Number (as per Schedule 4)	Map Unit	Management Action	Duration of Management Action	Management Action Details
Map 3	4A	Clearing	15 years from date contract is signed	The Landholder is authorised to clear 46 Scattered Paddock trees comprised of White Cypress Pine, (<i>Callitris glaucophylla</i>) Black Box (<i>Eucalyptus largiflorens</i>) River Red Gum (<i>Eucalyptus camaldulensis</i>) Grey Box (<i>Eucalyptus microcarpa</i>) Belah (<i>Casuarina cristata</i>) Rosewood (<i>Heterodendrum oliefolium</i>) and Wilga (<i>Geijera parviflora</i>) outlined in Map 2 as Scattered Paddock Trees that may be cleared in accordance with PVP Agreement. The total effective clearing area is 17 ha, and is for the purpose of irrigation development

REQUIRED OFFSETS FOR AUTHORISED CLEARING (NOT INVOLVING INVASIVE NATIVE SCRUB AND/OR THINNING)

Map Number (as per Schedule 4)	Map Unit	Offset on Map Unit	Details of Authorised Offset Type
Map 3	4B	Offset	Biodiversity – The Landholder is to manage the Offset Area, Map Unit Area 4B (28.88 ha) for conservation, in perpetuity.

Management actions for offsets

1. If clearing occurs in the Map Units, as identified in Authorised Clearing table, then the management actions and management action details described below must be undertaken in the specified Map Unit, as identified in Schedule 4,
2. The management action and management action details are to be continued for, or completed within, the duration specified in the column “Duration of Management Action”.

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Map Number (as per Schedule 4)	Map Unit	Management Action	Duration of Management Action	Management Action Details
Map 3	4B	Fencing	In perpetuity	The landholder is to erect and maintain a stock-proof fence to exclude stock from Offset Area 4B within 12 months of clearing the trees in Map Unit 4A. The fence is to be maintained in a stock proof condition for the duration of the agreement.
Map 3	4B	Weed control	In perpetuity	The landholder is required to make all reasonable attempts to suppress and control weed growth and spread within Map Unit 4B. This includes both noxious and environmental weeds for perpetuity. The landholder will not plant any non-local (exotic or non-indigenous) tree, shrubs, grass, groundcover or any other plant.
Map 3	4B	Strategic Grazing	In perpetuity	The landholder may strategically graze Map Unit 4B for no longer than 4 weeks per year between 1st May to the 1st October and provided 70% groundcover is maintained. The landholder is to exclude stock if sites are below these levels.
Map 3	4B	Retain regrowth	In perpetuity	The landholder is not to clear native vegetation, whether remnant or regrowth from Map Unit 4B, at any time, notwithstanding the following sections in the Native Vegetation Act 2003. 11(1)(a) – the operation and maintenance of rural infrastructure, 11(1)(i) – any activity reasonably considered necessary to remove or reduce and imminent risk of serious personal injury or damage to property
Map 3	4B	Biodiversity - Retain all hollow-bearing trees	In perpetuity	The landholder will retain all hollow-bearing trees within Map Unit 4B.
Map 3	4B	Biodiversity – Retention of rocks	In perpetuity	The landholder will retain all rocks within Map Unit 4B.
Map 3	4B	Permitted use of Routine Agricultural Management Activities (RAMAS)	In perpetuity	The following Routine Agricultural Management Activities (RAMAs) under Section 11 of the Native Vegetation Act 2003 and Clause 22 of the Native Vegetation Regulations 2005, are permitted in Map Unit 4B: - the maintenance of existing rural infrastructure i.e. fencelines and tracks; - the removal of noxious weeds under the Noxious Weeds Act 1993; - the control of noxious animals under the Rural Lands Protection Act 1998; - traditional Aboriginal cultural activities (except commercial activities); - the maintenance of public utilities (such as those associated with the transmission of electricity, the supply of water, the supply of gas and electronic communication) and - any activity reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property. All other RAMA's are not permitted in this area.

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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 for Climate Change and the Environment (or delegate).

Words and phrases used

2. In this Schedule:

“CMA” means the Catchment Management Authority 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; and

“DECCW” means the Department of Environment, Climate Change and Water 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 CMA or DECCW 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 CMA or DECCW 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. Clauses 3 and 4 do not affect the powers of authorised officers of the CMA, DECCW or other government agencies to carry out investigations under the *Native Vegetation Act 2003*.

Registration of PVP on Title

6. 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*.

Dispute resolution

7. 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*.
8. Where appropriate, if negotiations are not successful, the CMA agrees to provide a written notice to the Landholder setting out the nature of any contravention and requesting the Landholder to take the steps 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*.
9. 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 CMA or DECCW may also take other action under that Act.
10. The landholder also agrees to provide access to the property to officers of the CMA and DECCW.

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

11. The Landholder agrees to notify the CMA of any proposal to subdivide the Land.

12. The Landholder agrees to submit to the CMA 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 CMA.

Apportionment of risk/indemnity

13. The parties agree to apportion risk as follows:

- (i) The CMA accepts the risk for the actions of CMA 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 CMA.
- (ii) All other risks associated with this PVP and the works under this PVP rest with the Landholder.

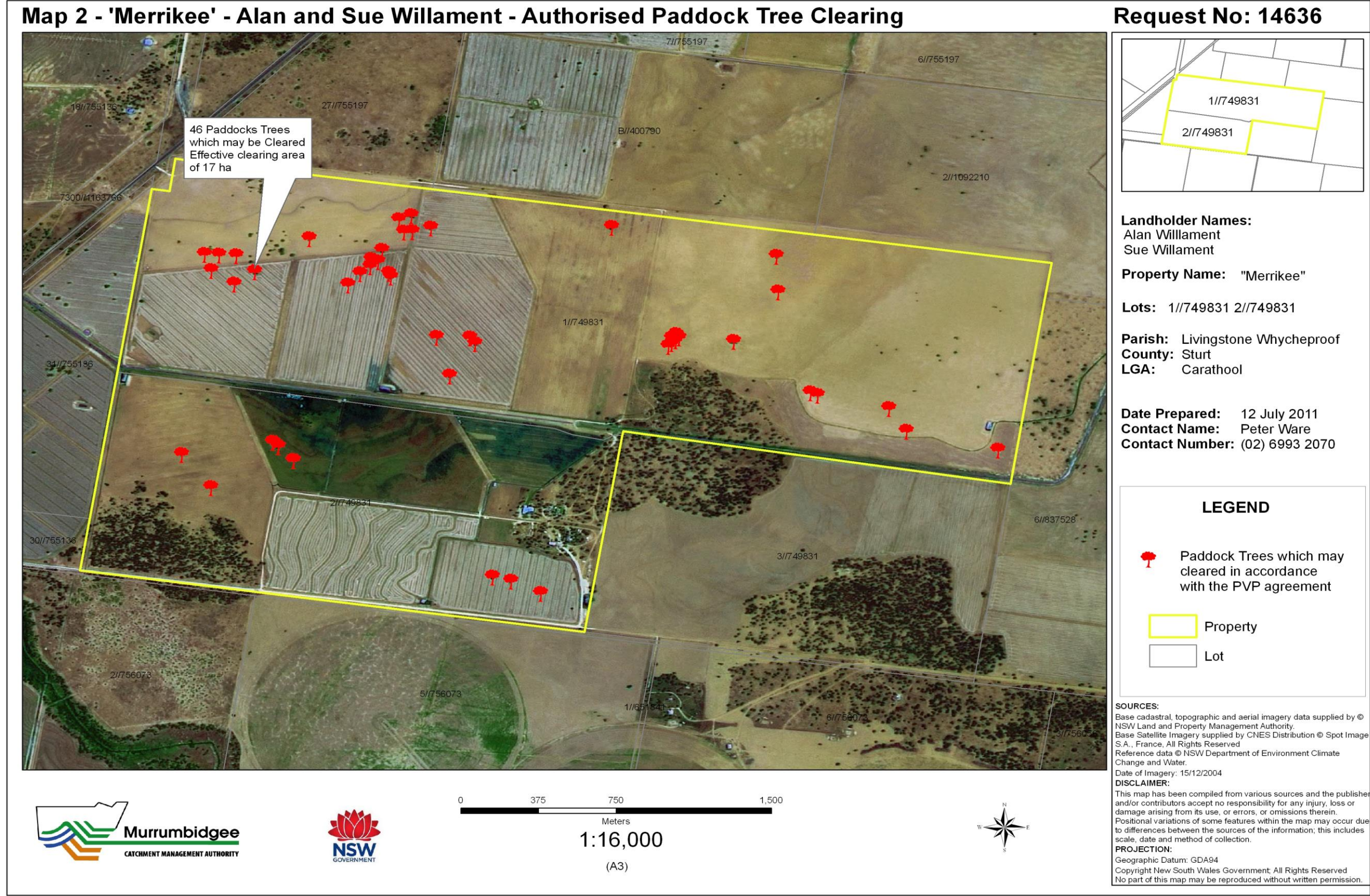
Disclosure of Information

14. Subject to clause 15, 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.

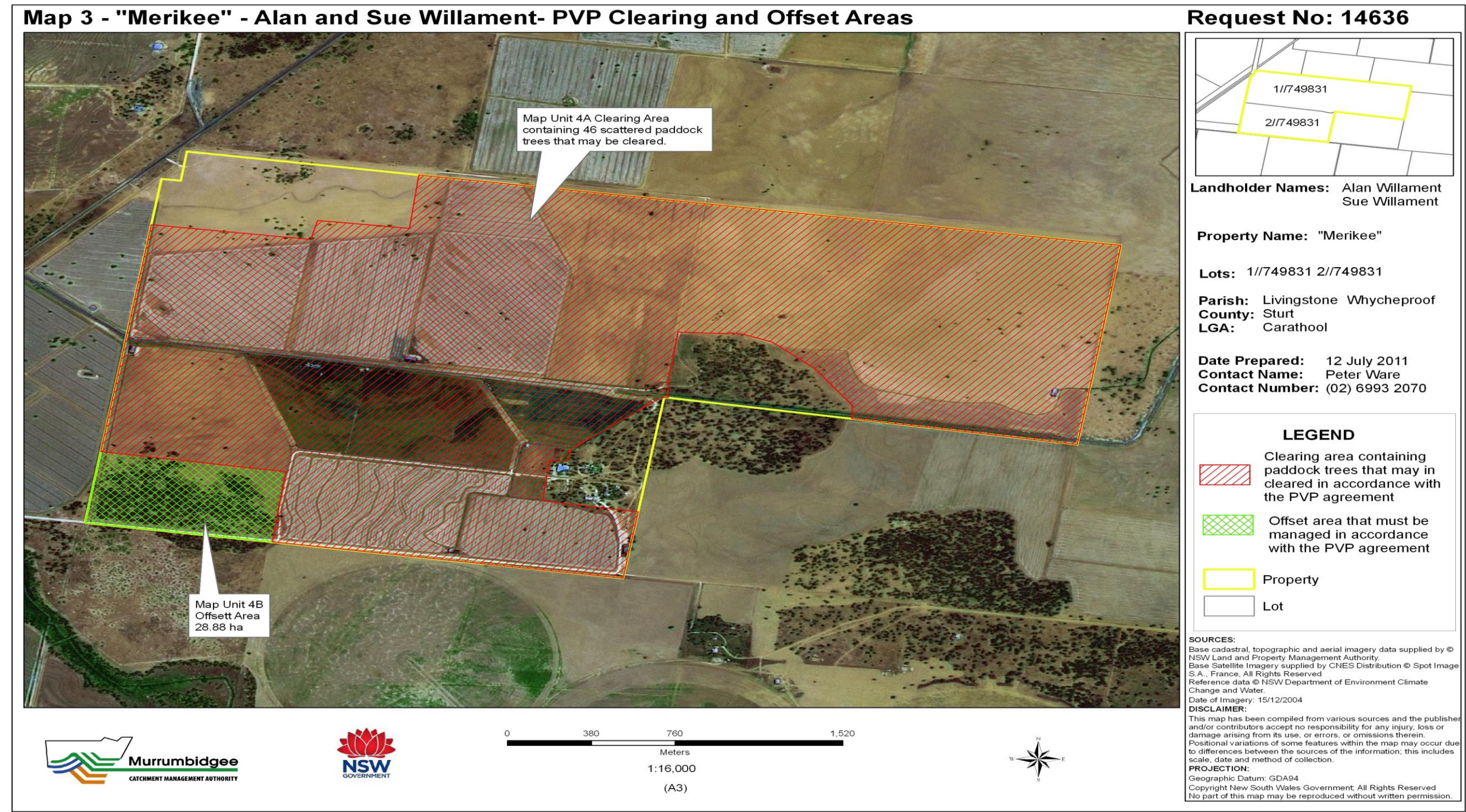
15. Information contained in this PVP may be disclosed:

- (i) In the case of a PVP that allows broadscale clearing or that specifies a date for the definition of "regrowth", certain information from the PVP will be included on the register of PVPs and development consents, which will be publicly available on the Internet and available for inspection at the office of the CMA.
- (ii) to DECCW for compliance and statistical purposes.
- (iii) in circumstances where disclosure is otherwise required or authorised by law, including the Government Information (Public Access) Act 2009.





Map 3 PVP Offset and Clearing Area



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