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TITLE PLAN

EDITION 1

TP 845466A

Location of Land

Parish : TURKEETH
Subdivision: A (PT) & B (PT)
Crown Allotment: 92
&
Subdivision: A (PT) & B
Crown Allotment: 93
&
Subdivision: A (PT) & B
Crown Allotment: 94
&
Crown Portion: 97, 95 (PT) & 96 (PT)

Base record : DCMB
Last Plan Reference :
Derived From : VOL. 8600 FOL. 564 & VOL. 8866 FOL. 517

Depth Limitation : NIL

Notations

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land/ Easement Information

THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES

COMPILED: Date 26/07/05

VERIFIED: A. DALLAS
Assistant Registrar of Titles

ADVERTISED PLAN

FOR DIAGRAM SEE SHEET 2

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TABLE OF PARCEL IDENTIFIERS

WARNING: Where multiple parcels are referred to or shown on the Title Plan this does Not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962

LOT 1 = CROWN PORTION 97
LOT 2 = CROWN PORTION 95 (PT)
LOT 3 = CROWN PORTION 96 (PT)
LOT 4 = SUBDIVISION B CROWN ALLOTMENT 93
LOT 5 = SUBDIVISION A (PT) CROWN ALLOTMENT 93
LOT 6 = SUBDIVISION B CROWN ALLOTMENT 94
LOT 7 = SUBDIVISION A (PT) CROWN ALLOTMENT 94
LOT 8 = SUBDIVISION A (PT) CROWN ALLOTMENT 92
LOT 9 = SUBDIVISION B (PT) CROWN ALLOTMENT 92

LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 2 Sheets

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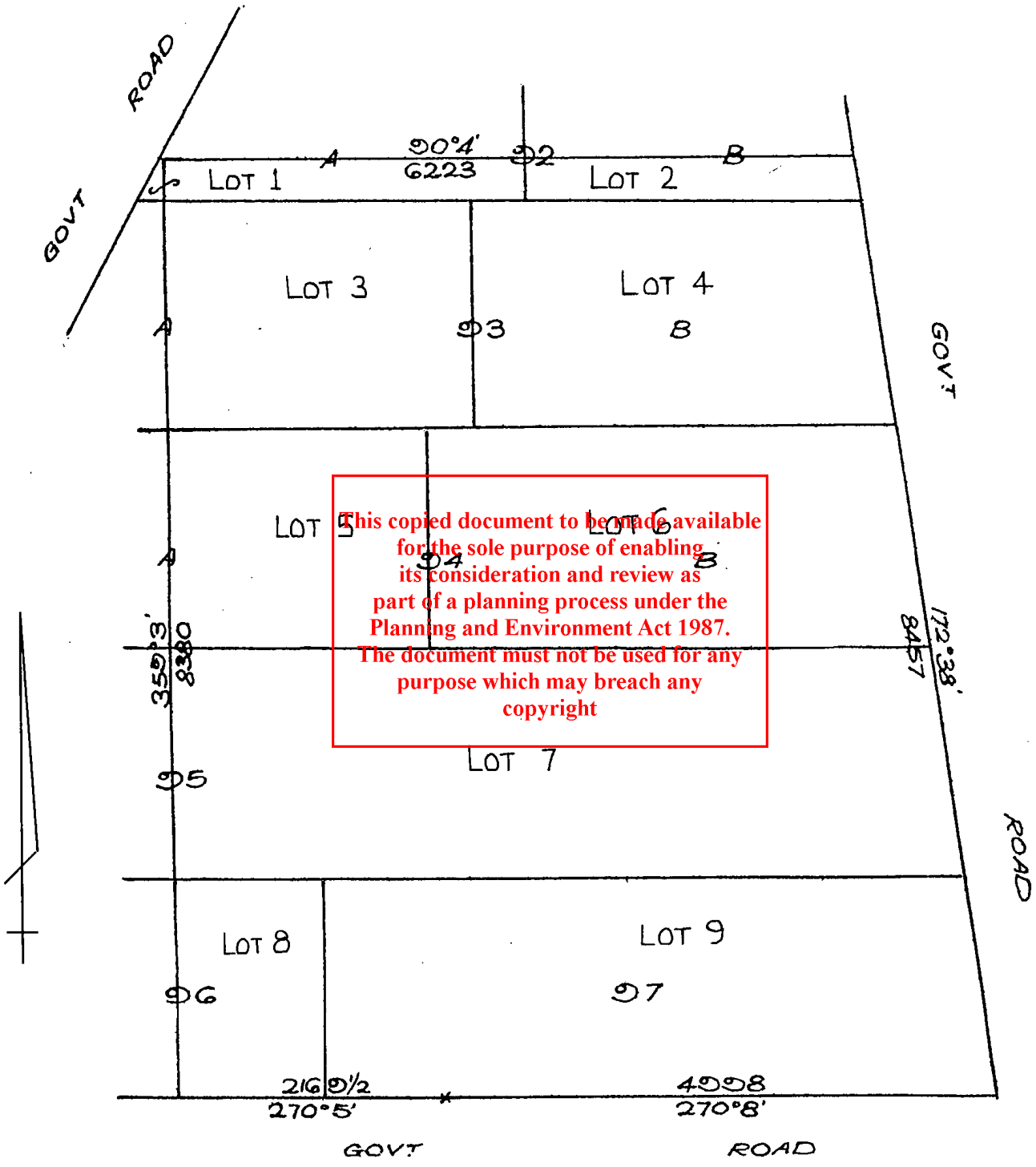
TITLE PLAN

TP 845466A



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ADVERTISED PLAN

TOTAL AREA : 561A– 0R– 32P

LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 2 of 2 Sheets

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 08866 FOLIO 517

Security no : 124123530315W
Produced 08/04/2025 04:41 PM

LAND DESCRIPTION

Lots 1,2,3,4,5,6,7,8 and 9 on Title Plan 845466A.
PARENT TITLE Volume 06810 Folio 982
Created by instrument D900406 01/12/1970

ADVERTISED PLAN

REGISTERED PROPRIETOR

Estate Fee Simple
As to 3 of a total of 4 equal undivided shares
Sole Proprietor
BLEAK HOUSE PTY LTD of 194 HIGH STREET BELMONT VIC 3216
AK730751W 21/11/2013

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT as to part Section 3A Victorian Conservation Trust Act 1972
AL032054E 17/04/2014

COVENANT as to part Section 3A Victorian Conservation Trust Act 1972
AL521922D 28/11/2014

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT as to part Section 72(1) Conservation Forest and Lands Act 1987
AR277925C 24/07/2018

AGREEMENT as to part Section 72(1) Conservation Forest and Lands Act 1987
AS171290C 16/05/2019

AGREEMENT as to part Section 72(1) Conservation Forest and Lands Act 1987
AS956107V 04/02/2020

DIAGRAM LOCATION

SEE TP845466A FOR FURTHER DETAILS AND BOUNDARIES

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ACTIVITY IN THE LAST 125 DAYS

NIL

----------END OF REGISTER SEARCH STATEMENT----------

Additional information: (not part of the Register Search Statement)

OTHER TITLES WITH INTERESTS AFFECTING THIS LAND
8600/564

DOCUMENT END

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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 08600 FOLIO 564

Security no : 124123530840C
Produced 08/04/2025 04:48 PM

LAND DESCRIPTION

Lots 1,2,3,4,5,6,7,8 and 9 on Title Plan 845466A.
PARENT TITLE Volume 06810 Folio 982
Created by instrument B737622 29/08/1963

ADVERTISED PLAN

REGISTERED PROPRIETOR

Estate Fee Simple
As to 1 of a total of 4 equal undivided shares
Sole Proprietor
BLEAK HOUSE PTY LTD of 194 HIGH STREET BELMONT VIC 3216
AK730751W 21/11/2013

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT as to part Section 3A Victorian Conservation Trust Act 1972
AL032054E 17/04/2014

COVENANT as to part Section 3A Victorian Conservation Trust Act 1972
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AGREEMENT as to part Section 72(1) Conservation Forest and Lands Act 1987
AS956107V 04/02/2020

DIAGRAM LOCATION

SEE TP845466A FOR FURTHER DETAILS AND BOUNDARIES

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ACTIVITY IN THE LAST 125 DAYS

NIL

----------END OF REGISTER SEARCH STATEMENT----------

Additional information: (not part of the Register Search Statement)

OTHER TITLES WITH INTERESTS AFFECTING THIS LAND
8866/517

DOCUMENT END

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VICTORIA

APPLICATION FOR NOTIFICATION OF COVENANT

Lodged by:
Name: Trust for Nature
Phone: (03) 8631 5808
Address: C/O Pearce Webster Dugdales
4/379 Collins Street, Melbourne
Customer Code: 3562M

TRUST FOR NATURE (VICTORIA) of Level 5, 379 Collins Street, Melbourne established pursuant to the Victorian Conservation Trust Act 1972 **HEREBY APPLIES** pursuant to Section 3A (10) of the Act for entry of a Memorandum of the Covenant contained in the attached Instrument dated the **31st March 2014** which Instrument creates a Covenant pursuant to Section 3A of the said Act over the land marked hatched on the Plan being part of the land contained in Certificate of Title Volume 8600 folio 564 and Certificate of Title Volume 8866 folio 517.

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DATED this 16th **day of** April **2014.**

Trust for Nature (Victoria)
by its Solicitor and Agent

.....

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Deed of Covenant

for the Conservation of Land

Bleak House Pty Ltd
Trust for Nature (Victoria)

Note: This Deed of Covenant includes Land Management obligations to protect and improve native vegetation for the purpose of generating native vegetation credits that are appropriate as an offset under *Victoria's Native Vegetation Management – A Framework for Action* (NRE 2002) and the *Environment Protection and Biodiversity Conservation Act (C'th) 1999*.

Note: Owners are obliged under this Covenant to promptly notify the Trust of any change in ownership or another encumbrance relating to the Land or any lease or other interest in Land which the Owners grant to any other person.

www.trustfornature.org.au

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Table of contents

Parties 3
Recitals 3
1 Definitions 4
2 Interpretation 6
3 Deed of Covenant 7
4 Registration 7
5 Effect of Agreement 7
6 Owner covenants 8
7 Further Covenants 9
8 Covenant Management Plan 10
9 Offset Management Plan 10
10 Acknowledgements by the Trust 12
11 Default by the Owner 12
12 Dispute resolution 13
13 Miscellaneous 14
Execution and date 15
Schedule 1 - Land 17
Schedule 2 - Victorian Offset Management Plan Tier 1-A 19
Schedule 3 - Commonwealth Offset Management Plan Tier 1-A 28
Schedule 4 - Compliance Commitments Tier 1-A 29
Schedule 5 - Victorian Offset Management Plan Tier 1-B 30
Schedule 6 - Commonwealth Offset Management Plan Tier 1-B 40
Schedule 7 - Compliance Commitments Tier 1-B 41

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AL032054E
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Parties

Bleak House Pty Ltd [ACN 159 342 891] **(Owner),** at time of recording on title

Trust for Nature (Victoria) [ABN 60 292 993 543] **(Trust)**

Recitals

A As at the date of this Covenant, the Owner is the registered proprietor of the land described in Schedule 1 **(Land)** and desires to enter into a covenant with the Trust under section 3A of the Act and which runs with the Land empowering the Trust to enforce the covenant against the Owner, its heirs and successors.

B The Trust and the Owner have agreed to enter into this Covenant, being satisfied that the Land possesses the appropriate characteristics and acknowledging that the Parties' aims and purposes are the conservation of the Land in accordance with the Covenant Objectives.

C The Covenant Objectives are the conservation of the Land for public scientific and public educational purposes including its:

(a) native plants and wildlife;

(b) natural interest and beauty;

(c) ecological significance;

(d) historical interest;

(e) bushland, trees and rock formations; and its

(f) watercourses, lakes, ponds, marshes and other bodies of water.

D The Trust and the Owner recognise that the intent of this Covenant is to contribute to the National Reserve System, under the Protected Area criteria established by the International Union for Nature Conservation (IUCN 2008).

E The Trust and the Owner have agreed to enter into this Covenant to protect and improve native vegetation for the purpose of generating native vegetation credits that are appropriate as an offset under *Victoria's Native Vegetation Management – A Framework for Action* (NRE 2002) and the *Environment Protection and Biodiversity Conservation Act (C'th) 1999.*

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1 Definitions

In this Covenant the following definitions apply:

Act means the *Victorian Conservation Trust Act 1972*.

Covenant Management Plan means the plan mutually agreed to and signed by the Owner and the Trust for the management of the Land, as amended from time to time and forms part of this Covenant once signed.

Covenant Objectives means the aims and purposes of this Covenant as outlined in Recital C.

Dwelling means any habitable structure, including but not limited to a house, permanent caravan, dependent persons unit or holiday accommodation.

Land means the land shown hatched on the plan attached at Schedule 1 being part of the land more particularly described in Certificate of Title Volume 8866 Folio 517 and Certificate of Title Volume 8600 Folio 564 (including any Tier or other division thereof).

Letter of Approval means a letter signed by the Trust providing approval for the Owner to undertake specific activities on the Land otherwise prohibited under this Covenant.

Mining Activity has the meaning set out in clause 6.1.9.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

Native Vegetation Credits means gains in the quality and/or quantity of native vegetation, which is subject to a secure and ongoing agreement registered on the land title and the Department of Environment and Primary Industry's Native Vegetation Credit Register, which are appropriate as an offset under *Victoria's Native Vegetation Management – A Framework for Action* (NRE 2002) or the *Environment Protection and Biodiversity Conservation Act (C'th) 1999*.

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Offset Management Plan means a plan (in Schedule 2, 3, 5 & 6 of this Covenant) that outlines management obligations to improve the extent and quality of native vegetation on the Land for the purpose of generating Native Vegetation Credits.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it, including any Mortgagee-in-possession and all future registered proprietors of the Land.

Parties means the parties to this Covenant.

Permitted Defendable Space and Fire Protection Works means vegetation permitted to be removed under the applicable planning scheme (as amended from time to time), whether under a planning permit or exemption in the planning scheme, for bushfire protection purposes including for the creation of defendable space from an existing or new building or other fire protection works.

Tier means any of Tier 1-A and Tier 1-B.

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Tier 1-A means the area as delineated in Schedule 1 being that part of the Land designated as Tier 1-A within Schedule 1, to be protected and managed for the purposes of generating Native Vegetation Credits.

Tier 1-A Commencement Date is listed in Schedule 2.

Tier 1-B means the area as delineated in Schedule 1 being that part of the Land designated as Tier 1-B within Schedule 1, to be protected and managed for the purposes of generating Native Vegetation Credits.

Trust means the Trust for Nature (Victoria) as established under section 2 of the Act.

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2 Interpretation

In the interpretation of this Covenant, the following provisions apply unless the context otherwise requires:

2.1 Headings are inserted for convenience only and do not affect the interpretation of this Covenant.

2.2 A reference in this Covenant to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

2.3 A reference in this Covenant to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced.

2.4 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Covenant.

2.5 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

2.6 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

2.7 A word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other genders.

2.8 A reference to the word 'include' or 'including' is to be interpreted without limitation.

2.9 Any schedules and attachments form part of this Covenant.

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17/04/2014 $113 CTA

Operative provisions

3 Deed of Covenant

3.1 The Trust and the Owner agree without limiting or restricting the respective powers to enter into this Covenant and, insofar as it can be so treated, this Covenant is made pursuant to section 3A of the Act.

4 Registration

4.1 The Owner consents to the Trust making application to the Registrar of Titles to make a recording of this Covenant in the Register on the Certificate of Title of the Land in accordance with section 3A(10) of the Act and do all things necessary to enable the Trust to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Covenant of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

5 Effect of Agreement

5.1 This Covenant shall be deemed to come into force and effect from the date of execution of this Covenant and the benefit and burden of this Covenant shall be annexed to the Land.

5.2 The obligations of the Owner under this Covenant will take effect as separate and severable covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assignee or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land.

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6 Owner covenants

6.1 The Owner covenants at all times to observe and perform the following obligations and duties in relation to the Land :

6.1.1 To use and manage the Land in a manner, which in the reasonable opinion of the Trust, is consistent with the Covenant Objectives;

6.1.2 Not to do any act or thing upon the Land, which in the reasonable opinion of the Trust, is prejudicial to its conservation or the Covenant Objectives;

Subdivision

6.1.3 Not to subdivide the Land;

Dwellings, Structures and Works

6.1.4 Not place or permit any structure or Dwelling on the Land save for existing non-habitable structures.

In the event of the destruction or removal of a structure approved under this clause, any replacement structure may be constructed on the same site as the original without approval from the Trust, provided it is located on the same site, will be used for the same purpose and is designed to have a similar footprint and size as the original.

6.1.5 Not erect any further transmission lines or other services or works (unless required by law);

6.1.6 Not construct any dams;

6.1.7 Not erect or display any notice, hoarding or advertising matter save for identification signs and interpretive signs;

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Land use

6.1.8 In particular, on and with respect to the Land, the Owner must not permit, cause or allow to occur unless approved by the Trust in accordance with clause 10:

6.1.8.1 the removal or destruction of any local indigenous trees, plants or grasses, dead or alive, or the planting of any flora other than local indigenous flora;

6.1.8.2 any act or omission which may adversely affect any local indigenous flora or any indigenous fauna or their related habitats;

6.1.8.3 (unless required by law) any deterioration in the natural state or in the flow, supply, quantity or quality of any body of water;

6.1.8.4 livestock to enter unless in accordance with an Offset Management Plan or Covenant Management Plan

6.1.8.5 the introduction of any non-indigenous fauna or any cat, dog or other domestic animals;

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6.1.8.6 the removal, introduction or disturbance of any soil, rocks, or other minerals;

6.1.8.7 the operation of any trade, industry or business;

6.1.8.8 the recreational use of trail bikes or any vehicles;

6.1.8.9 the accumulation of rubbish or storage of any materials other than materials being used or intended to be used by the Owner on the Land;

6.1.8.10 the removal of any timber including fallen timber;

6.1.8.11 the establishment or spread of pest animals and pest plants which shall be controlled and, as far as possible, eliminated in accordance with section 20 of the *Catchment and Land Protection Act 1994* (or its successor);

6.1.8.12 the establishment or spread of high threat pest animals and plants identified by the Trust or in an Offset Management Plan, which shall be controlled and, as far as possible, eliminated;

6.1.8.13 the application of fertilizer; and

6.1.8.14 any other activities not consistent with the Covenant Objectives.

Mining Activity

6.1.9 In relation to any exploration or mining extraction or production of gas, petroleum, minerals or other substance (**Mining Activity**) proposed on or with respect to the Land, the Owner must:

6.1.9.1 not permit any Mining Activity on the Land, unless required by law;

6.1.9.2 notify the Trust of any proposed Mining Activity; and

6.1.9.3 not consent to any Mining Activity unless the Mining Activity has been approved by the Trust in writing.

7 Further Covenants

7.1 The Owner further covenants and agrees:

7.1.1 to make reasonable efforts to remove pests and weeds from the Land and to prevent their future invasion;

7.1.2 to make reasonable efforts, if necessary, to erect fences which allow free movement of indigenous fauna between adjacent grazing areas and the Land, and to maintain fences and gates in good stock proof order and condition and;

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7.1.3 to permit officers, agents or nominees of the Trust acting on behalf of the Trust provided prior notice of at least 7 days has been given, to enter the Land in order to monitor and assess its condition, assess compliance with this Covenant and to prepare the Covenant Management Plan pursuant to clause 9.

Lease or Licence

7.2 The Owner further covenants and agrees upon resolving to lease or licence the Land or any portion of the Land to:

7.2.1 include within the lease or licence provided to any potential lessee or licensee of the Land a copy of this Covenant; and

7.2.2 in writing, procure the agreement of the tenant or licensee to perform and observe the duties and obligations as assumed by the Owner pursuant to this Covenant; and

7.2.3 promptly notify the Trust in writing of any lease or licence entered into for the Land or any portion of the Land.

Sale

7.3 The Owner further covenants and agrees upon entering into any contract to sell the Land or any portion of the Land to:

7.3.1 include within the contract provided to any potential purchaser of the Land a copy of this Covenant; and

7.3.2 promptly notify the Trust in writing that the Owner has entered into a contract to sell the Land or any portion of the Land.

Other Interest

7.4 The Owner further covenants and agrees before granting or entering into any other contract or disposing of or creating any other interest in the Land or any portion of the Land:

7.4.1 include within the contract or provide to the person being granted an interest in the Land or any portion of the Land, a copy of this Covenant; and

7.4.2 in writing, procure the agreement of the person being granted an interest in the Land to perform and observe the duties and obligations as assumed by the Owner pursuant to this Covenant; and

7.4.3 promptly notify the Trust in writing that the Owner has granted an interest in the Land or any portion of the Land.

8 Offset Management Plan

8.1 The Owner must manage Tier 1-A in accordance with the Victorian Offset Management Plan contained in Schedule 2 and the Commonwealth Offset Management Plan contained

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ADVERTISED PLAN

in Schedule3 and complete all actions listed for a period of 10 years from the Tier 1-A Commencement Date.

8.2 The Owner must manage Tier 1-B in accordance with the Victorian Offset Management Plan contained in Schedule 5 and the Commonwealth Offset Management Plan contained in Schedule 6 and complete all actions listed for a period of 10 years from the date of recording of this Deed of Covenant on title.

8.3 The Owner must comply with reasonable requests from the Trust, to the reasonable satisfaction of the Trust, on the performance of management obligations outlined in the Offset Management Plan.

8.4 The Owner must prepare an annual written report demonstrating completion of management actions for the preceding year.

8.5 If there is any inconsistency between the terms of this Covenant and the provisions of an Offset Management Plan (including any amendment to such Plan) then the provisions of the Offset Management Plan shall prevail.

8.6 Upon expiry of the Offset Management Plan, Tier 1-A and Tier 1-B will remain subject to the provisions of this Covenant including any obligation to manage the Land in accordance with a Covenant Management Plan.

9 Covenant Management Plan

9.1 The Covenant Management Plan must be prepared as soon as practicable upon the expiry of the Offset Management Plan by the Trust and the Owner to the satisfaction of the Trust.

9.2 The Covenant Management Plan may be varied or amended by mutual consent in writing of both Parties, unless otherwise agreed.

9.3 The Parties agree that if there is any inconsistency between the terms of this Covenant and the provisions of the Covenant Management Plan, then the terms of this Covenant shall prevail.

9.4 The Parties agree that once mutually agreed to and signed by both Parties, the Covenant Management Plan forms a part of this Covenant and is enforceable as if it were part of the Covenant.

9.5 The Owner must do all things necessary to give effect to the terms of this Covenant and the Covenant Management Plan.

9.6 Upon expiry of the Offset Management Plan the Owner must manage Tier 1A and 1B in accordance with the Covenant Management Plan.

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AL032054E
17/04/2014 $113 CTA

10 Letter of Approval

10.1 The Parties agree that the Trust may provide prior written consent for the Owner to undertake the actions set out in sub-clauses 6.1 on the following basis:

10.1.1 the Owner must obtain the consent of the Trust prior to undertaking any of the actions set out in sub-clauses 6.1;

10.1.2 the consent must be in the form of a Letter of Approval issued by the Trust.

11 Acknowledgements by the Trust

11.1 The Trust acknowledges that compliance with the prohibitions and restrictions set out in this Covenant may be treated as waived to the extent necessary for:

11.1.1 Responsible fire protection (including Permitted Defendable Space and Fire Protection Works), weed and pest control;

11.1.2 Acts outside the control of the Owner, including but not limited to:

(i) war

(ii) riot

(iii) insurrection

(iv) vandalism; and

(v) natural disaster.

11.1.3 reasonable maintenance of infrastructure (including fences, culverts, dams, bridges, watercourses, buildings, tracks, paths, roads) and other services;

11.1.4 any act required under any law, rule or regulation of any government or governmental agency, executive or administrative order or act of general or particular application; and

11.1.5 the proper management of the Land as a protected environment for indigenous flora and fauna.

12 Default by the Owner

12.1 Where the Trust believes the Owner has breached or failed to comply with any term of this Covenant relating to the Land, the Trust may issue a notice in writing to the Owner that:

12.1.1 states the notice is a notice under this clause;

12.1.2 specifies the nature of the breach;

12.1.3 requests rectification by a nominated date; and

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12.1.4 specifies the actions required to remedy the non-compliance with the terms of this Covenant **(Notice)**.

12.2 If after 30 days from the date of the Notice the Trust believes that there has been an inadequate response by the Owner to the Notice:

12.2.1 the Trust or its agents may enter the Land to undertake the necessary conservation work;

12.2.2 the Owner must, immediately upon receipt of an invoice for costs from the Trust, reimburse the Trust for the costs incurred; and

12.2.3 the costs in clause 12.2.2 shall be capable of being recovered by the Trust in any court or competent jurisdiction as a civil debt recovered summarily.

12.3 Where either of the Parties dispute the Notice, the dispute resolution provisions in clause 13 apply.

13 Dispute resolution

Meeting to attempt to resolve disputes

13.1 If a dispute arises under this Covenant or concerning its subject matter, either party may at any time give written notice to the other requesting that a meeting take place to seek to resolve the dispute. The nominated senior representatives of both Parties must meet within 10 days of the notice and try to resolve the dispute in good faith.

Either party may not unreasonably withdraw from attendance at the meeting.

Performance of obligations

13.2 Despite the existence of a dispute, each party must continue to perform its obligations under this Covenant.

Mediation

13.3 If the parties fail to resolve the dispute within 30 days of the meeting under clause 13.1, a mediator must be appointed by the Parties. If the Parties cannot agree on a mediator, the matter will be referred to a mediator chosen by the chairman of the Victorian Chapter of the Institute of Arbitrators and Mediators, Australia, or his or her nominee, for mediation.

13.4 Despite the provisions of clause 13.3, where the Trust determines that the circumstances require immediate action to prevent damage to the conservation of the Land in accordance with the Covenant Objectives, it may pursue any other remedies available to it at law and in equity.

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AL032054E
17/04/2014 $113 CTA

14 Miscellaneous

Entire agreement

14.1 This Covenant contains everything the Parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this Covenant was executed.

Governing law and jurisdiction

14.2 This Covenant is governed by the law of Victoria. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Severability

14.3 Each provision of this Covenant is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Covenant in the relevant jurisdiction, but the rest of this Covenant will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variations

14.4 Any variations to this Covenant must be done in accordance with the provisions of the Act.

Waivers

14.5 A waiver of any right, power or remedy under this Covenant must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.

14.6 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Covenant does not amount to a waiver.

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Execution and date

Executed as a deed.

Date: 31st March 2014

Executed by Bleak House Pty Ltd [ACN 159 342 891] *by being signed by its authorised person in accordance with section 127 of the Corporations Act 2001:*, if the seal is affixed, witnessed by the following persons:

.....
Signature of director

.....
Signature of director

JAMES EDGAR RICHARD DENNIS
Name of director (print)

CLAIRE DENNIS
Name of director (print)

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The common seal of **Trust for Nature (Victoria)** was hereunto affixed by the authority of the Trustees in the presence of:

TRUST FOR NATURE VICTORIA The Common Seal of

Signature of Trustee

Signature of Chief Executive Officer

Rikki Andrews

Name of Trustee (print)

Victoria Marles

Name of Chief Executive Officer (print)

It is hereby certified that the approval of the Minister under sub-section 3A(8) of the *Victorian Conservation Trust Act 1972* has been obtained to this covenant **(ref. schedule TNV.** 197-1315**).**

Chief Executive Officer
Trust for Nature (Victoria)

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17/04/2014 $113 CTA

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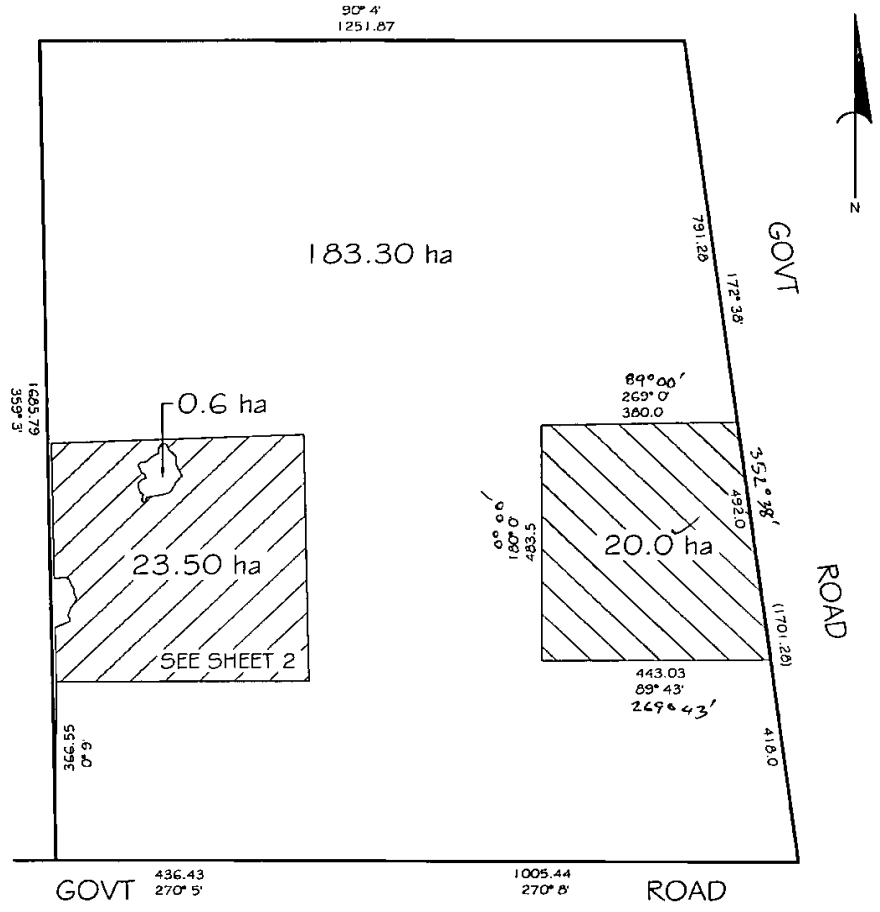
Schedule 1 - Land

PLAN FOR COVENANT PURPOSES LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 ON TITLE PLAN 845466A



THE LAND SHOWN THUS IS TIER 1-A LAND

THE LAND SHOWN THUS IS TIER 1-B LAND

C / T	C / T	SHEET 1 OF 2
VOL: 8600	VOL: 8866	0 500
FOL: 564	FOL: 517	LENGTHS ARE IN METRES

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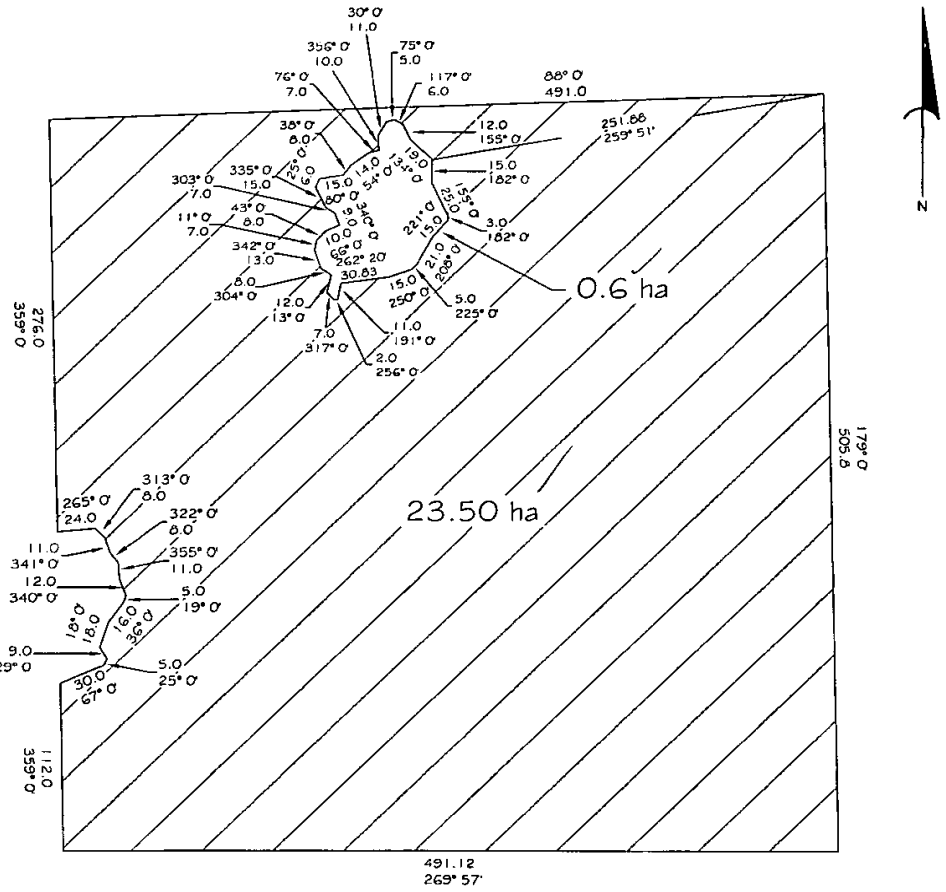
PLAN FOR COVENANT PURPOSES LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 ON TITLE PLAN 845466A



THE LAND SHOWN ▨ THUS IS TIER 1-A LAND

C / T	C / T	SHEET 2 OF 2
VOL: 8600	VOL: 8866	0 100 200
FOL: 564	FOL: 517	LENGTHS ARE IN METRES

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AL032054E
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Schedule 2 - Victorian Offset Management Plan Tier 1-A

Site Identifier: TFN-C482/001

Tier 1-A Commencement Date: 31st July 2013

Expiry date: Ten years from the date of Tier 1-A Commencement Date.

Assessor: Steve Mueck (Biosis research)

Site assessment date: March 2012

1. NET GAIN

Table 1: Assessed potential for increase in the extent and quality of native vegetation

Offset Zone identifier	TFN-C482/001/A
Type	Protection of remnant vegetation
Bioregion	Victorian Volcanic Plain
Ecological Vegetation Class	Plains Grassland
Conservation status	Endangered
Area (ha)	23.50
Habitat score (0 -1.0)	0.61
Best or remaining 50% of habitat for rare or threatened species	Best 50% of habitat
Conservation significance	Very High
Estimated gain available in habitat hectares	8.06
Number of large trees protected	0
Number of very large trees protected	0

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AL032054E
17/04/2014 $113 CTA

2. THREATENED SPECIES

Table 2: Rare and threatened species by offset zone

Offset Zone(s)	Species	Action	Habitat Assessment
A	Clover Glycine *Glycine latrobeana*	Rare/threatened species habitat observed	Best 50% of habitat
A	Small Milkwort *Comesperma polygaloides*	Rare/threatened species habitat observed	Best 50% of habitat
A	Striped Legless Lizard *Delma impar*	Rare/threatened species habitat observed	Best 50% of habitat
A	Golden Sun Moth *Synemon plana*	Rare/threatened species habitat observed	Best 50% of habitat

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3. MANAGEMENT TARGETS AND COMMITMENTS

The following on-going land use commitments will be met as part of this Offset Plan:

- Protecting current site quality;
- Retaining fallen logs, branches and leaf litter;
- Retaining all native vegetation, dead or alive;
- Maintaining and increasing the cover and diversity of understorey life forms;
- Maintaining appropriate organic litter cover in grassland areas;
- Eliminating high threat woody weeds (to less than 1% cover)
- Ensuring the cover and extent of other weeds do not increase beyond current levels; and
- Maintaining and increasing the recruitment of mature plant species.
- Exclude stock (unless required as part of the ecological management of the site prior consent has been obtained from Trust for Nature)

The landowner will continue to manage the offset site after the completion of Year 10 as specified in this offset plan, such that:

- Weed cover does not increase beyond the level attained at the completion of Year 10; and
- Pest animals are controlled to the level attained at the completion of Year 10.

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AL032054E
17/04/2014 $113 CTA

4. MANAGEMENT ACTIONS

A gain in vegetation quality will be achieved over the length of the management plan in the offset site (**Figure 2**) by undertaking the following management actions, outlined in the covenant deed and schedules:

- Excluding stock (unless required as part of the ecological management of the site and prior consent has been obtained from Trust for Nature) through ongoing fencing maintenance;
- Eliminating high threat woody weeds (to less than 1% cover)
- Controlling other weeds to, or below, current levels;
- Controlling all on-site grazing threats, including pest animals, and all high threats; and
- Biomass Management in the form of ecological grazing or ecological burning in consultation with Trust for Nature.

Management actions will be undertaken according to the timeline set out in Table 3 and may be undertaken by the landowner or an experienced contractor engaged by the landowner. These actions will achieve standards for management outlined in up-to-date Department of Environment and Primary Industries BushBroker Information Sheets. Information sheets can be obtained on the DSE website or by contacting DSE.

The offset management actions (Table 3) may be reviewed by Trust for Nature. Management actions which are no longer effectively contributing to the Management Targets listed in Section 3 of Schedule 2 may be altered.

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Comments in relation to specific actions:

Weed management will be achieved through the elimination of woody weed species and the control of high threat weed species as specified in the plan. All high threat weed species that were assessed to have a significant impact on the native vegetation quality have been included in the management table below. Other weeds including high threat weeds may occur or may appear in the future and it is the landowner's responsibility to eliminate these as they arise.

Biomass Management in the form of burning or grazing with sheep will be conducted at a frequency relevant to the EVC. The aim in using fire is to increase diversity whilst ensuring biomass is maintained at an appropriate level. Burning will only take place when grazing has not achieved the required biomass management. There will be no biomass control in late spring or summer to allow for optimum native vegetation flowering and seeding. Patches within the site should be burnt in different years and no patch should be burnt more than once every 2-3 years. Burning plans must be approved in advance by Trust for Nature.

When Biomass Management is carried out with sheep grazing it will occur from late summer to early winter (or early spring as ascertained each year depending on soil conditions) where there is a need

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to reduce cover of native grasses in order to improve the condition of the understorey. No area should be grazed and burnt in the same year, but will be determined on the individual conditions. Stock must be removed should total vegetation cover fall to or below 70%. Biomass management plans must be approved in advance by Trust for Nature.

5. MONITORING AND REPORTING

The Landowner undertakes to establish one permanent photo-point in each offset zone across the offset site. Photographs taken from these points will be representative of the vegetation and objectives of the Offset Plan (e.g. areas of high threat weed invasion). Photographs will be taken in October each year and clearly labelled. Each photo will be taken from as near to the same point each year and will use the same direction, trajectory and camera settings as practicable.

The landowner agrees to submit a Trust for Nature Landowner Monitoring and Reporting Form and Photographs to Trust for Nature according to the monitoring and reporting schedule provided in Table 4.

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Figure 1: Offset site showing offset zones

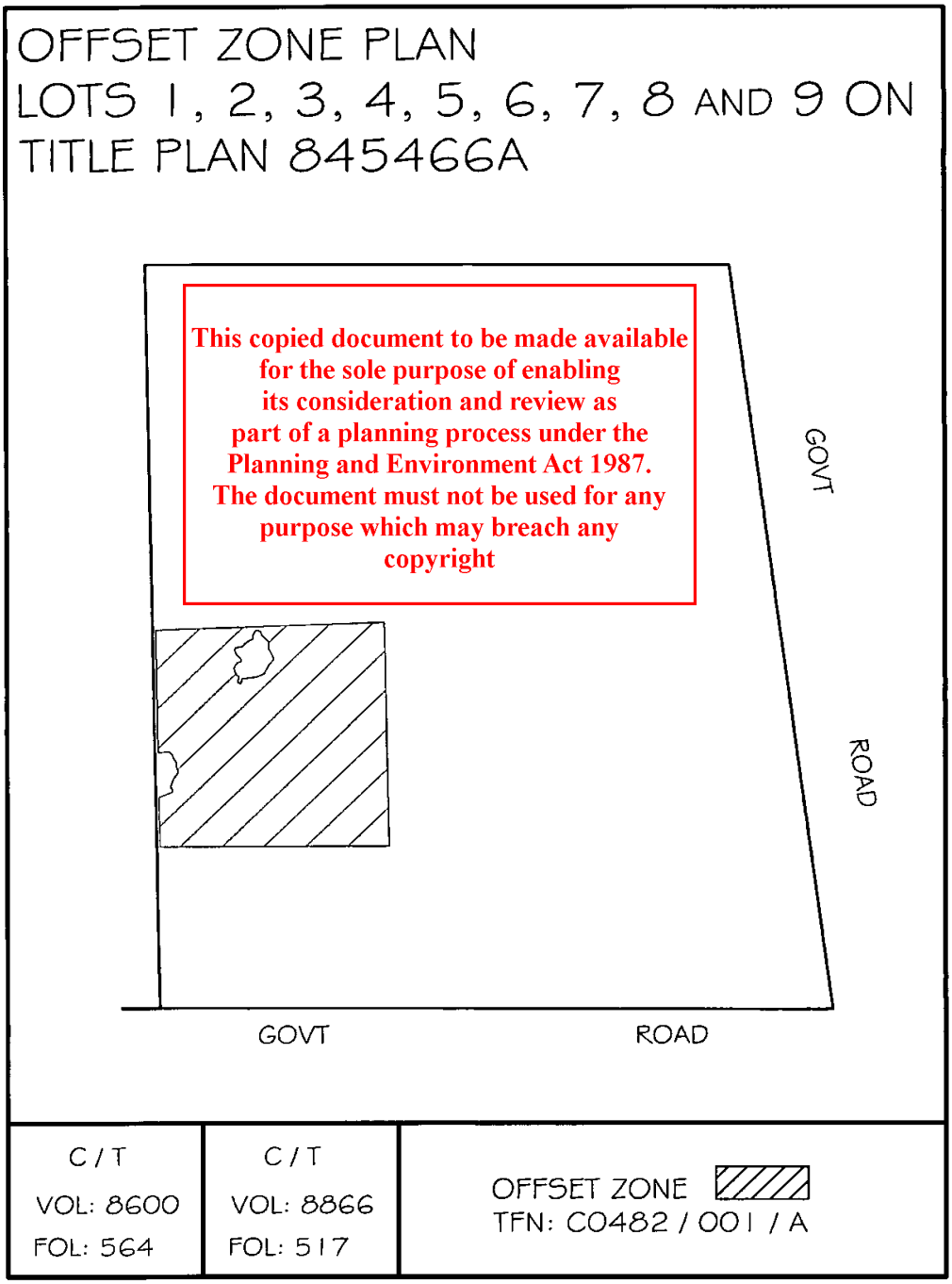

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Table 3: Management actions by year to be undertaken by the landowner

Year	Offset zone	Description of action	Timing	Who will undertake this action?	Standard to be achieved
1-10	A	**Stock exclusion:** Monitor and maintain fencing	Continuous	Landowner	Fence remains stock proof
		Stock exclusion: Ensure all stock remains absent from offset site (unless required as part of the ecological management of the site and prior consent has been obtained from Trust for Nature)	Continuous	Landowner	Stock remains excluded from the offset area
		Woody weed control: There are currently no woody weeds within the offset area	Continuous	Landowner	Maintain the absence of high threat woody weeds within the offset area
		Brown-top Bent: Burn standing dead material. New growth controlled with crash grazing with sheep to prevent seed set and herbicide application. Cover at inception: 10%	July-November	Landowner	No increase in cover across offset area
		Oat: Controlled crash grazing by sheep to prevent seed set. Cover at inception: 1-5%	July-November	Landowner	No increase in cover across offset area
		Spear Thistle: Spot spraying the appropriate herbicide to prevent flowering.	July-November	Landowner	No increase in cover across offset area

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ADVERTISED PLAN

Year	Offset zone	Description of action	Timing	Who will undertake this action?	Standard to be achieved
1-10	A	Cover at inception: 1-5%			
		Sweet Vernal-grass: Controlled crash grazing by sheep to prevent seed set. Cover at inception: 1-5%	July-November	Landowner	No increase in cover across offset area
		Rye-grass: Controlled crash grazing by sheep to prevent seed set. Cover at inception: 1-5%	July-November	Landowner	No increase in cover across offset area
		Salsify: Spot Spray with the appropriate herbicides. Cover at inception: <1%	September-November	Landowner	No increase in cover across offset area
		Toowoomba Canary-grass: Spot Spray with the appropriate herbicides. Cover at inception: 1-5%	September-November	Landowner	No increase in cover across offset area
		New and emerging weed control: Monitor for new and emerging weeds and eliminate any found.	Continuous	Landowner	< 1% cover of new and emerging weeds across offset area
		Rabbit control: Monitor rabbit population and control by fumigating and hand-collapsing warrens and baiting	Summer – Winter	Landowner	Negligible rabbit population on offset area

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Year	Offset zone	Description of action	Timing	Who will undertake this action?	Standard to be achieved
		Fox control: Monitor fox population and control by fumigating and hand-collapsing dens and baiting.	Summer/ Autumn	Landowner	Negligible fox population on offset area
		Other pest control: Monitor for new and emerging pest animal species and control any found	Continuous	Landowner	Negligible populations of new and emerging pest animals
		Biomass Management: Biomass management in the form of grazing will be conducted in consultation with Trust for Nature.	Late Summer-early Winter.	Landowner	Ensure that all biomass is maintained to >70% cover and that inter tussocks spaces are maintained. A mosaic of age structures should be achieved.
		Biomass Management: Biomass management in the form of burning may be conducted every year if required in consultation with Trust for Nature, however, no patch is to be burnt more than once every 2-3 years.	Autumn-Spring	Landowner	Ensure that all biomass is maintained at appropriate levels and a mosaic of age structures is achieved.

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AL032054E
17/04/2014 $113 CTA

Table 4: Landowner monitoring and reporting schedule

Year from commencement	Time of year	Monitoring method	Person responsible	Monitoring form due to Trust for Nature
0	Within 3 months of the Commencement Date	Photo-points set up and baseline photo-point images taken	Landowner	N/A
1	2 month before the Anniversary of the Commencement Date	Landowner Monitoring Form including baseline and annual photo-points	Landowner	1st Anniversary of the Commencement Date
2	2 month before the Anniversary of the Commencement Date	Landowner Monitoring Form and photo-points	Landowner	2nd Anniversary of the Commencement Date
3	2 month before the Anniversary of the Commencement Date	Landowner Monitoring Form and photo-points	Landowner	3rd Anniversary of the Commencement Date
4	2 month before the Anniversary of the Commencement Date	Landowner Monitoring Form including photo-points	Landowner	4th Anniversary of the Commencement Date
5	2 month before the Anniversary of the Commencement Date	Landowner Monitoring Form and photo-points	Landowner	5th Anniversary of the Commencement Date
6	2 month before the Anniversary of the Commencement Date	Landowner Monitoring Form and photo-points	Landowner	6th Anniversary of the Commencement Date
7	2 month before the Anniversary of the Commencement Date	Landowner Monitoring Form including photo-points	Landowner	7th Anniversary of the Commencement Date
8	2 month before the Anniversary of the Commencement Date	Landowner Monitoring Form and photo-points	Landowner	8th Anniversary of the Commencement Date
9	2 month before the Anniversary of the Commencement Date	Landowner Monitoring Form and photo-points	Landowner	9th Anniversary of the Commencement Date
10	2 month before the Anniversary of the Commencement Date	Landowner Monitoring Form including photo-points	Landowner	10th Anniversary of the Commencement Date

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Schedule 3 - Commonwealth Offset Management Plan Tier 1-A

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JACKSONS HILL, SUNBURY

Offset Management Plan

September 2012

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Report to Places Victoria

JACKSONS HILL, SUNBURY

Offset Management Plan

7 September 2012

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prepared by
Steve Mueck
Victoria Byrne
Matt Bell
Kylie Payze

Project no. 14305

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Draft version 02		10/04/12
Draft version 03		03/05/12
Final version 01		14/05/12
Final version 02		20/07/12
Final version 03		08/08/12
Final version 04	SCC	04/09/12

File name: ***14305.Jacksons Hill.Sunbury.OMP.FIN04.September.2012.docx***

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Jacksons Hill, Sunbury Offset Plan

Planning Permit Number (ID):
Proponent:
Address:

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17/04/2014 $113 CTA

Land owner and Permit Holder Statement

Permit Holder

Print Name:

Signature:

Date:

Land owner of Offset Sites

1. Print Name:

   Signature:

   Date:

2. Print Name:

   Signature:

   Date:

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Referral Authority Statement

The native vegetation credits described in this plan provide an offset for the removal of native vegetation specified in this plan to the satisfaction of the Department of Sustainability and Environment.

Print Name:

Position:

Department of Sustainability and Environment

Date:

Responsible Authority Approval

This Offset Plan has been approved by the City of Hume. This Offset Plan is now endorsed and forms part of Planning Permit No:

Print Name:

Position:

Responsible Authority:

Signature:

Date:

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Date of Commencement:

No modification variation or amendment of this Offset Plan agreed upon by the parties shall be of any force or effect unless such modification, variation or amendment is in writing and has been executed by all parties.

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ACKNOWLEDGEMENTS

Biosis Research wishes to acknowledge the contribution of the following people and organisations in preparing this report:

Places Victoria
- Aneta Jovcevska

Trust for Nature
- Emily Box
- Lucy Whalen

Department of Sustainability, Environment, Water, Population and Communities (DSEWPAC)
- Melissa Roberts
- Jacqueline Lyons

Department of Sustainability and Environment (DSE)
- Julie Edwards

Land Owners
- Claire and James Dennis

The following Biosis Research staff were involved in this project:
- Daniel Gilmore for fieldwork
- Stephen Flack for mapping
- Sera Cutler and Nicola Barnes for document review.

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ABBREVIATIONS

DSE	Department of Sustainability & Environment
EPBC	*Environment Protection and Biodiversity Conservation Act 1999*
EVC	Ecological Vegetation Class
DSEWPaC	Department of Sustainability, Environment, Water, Population and Communities
sp.	Species (one species)
spp.	Species (more than one species)

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CONTENTS

ACKNOWLEDGEMENTS ..... *III*
ABBREVIATIONS ..... *III*
CONTENTS ..... *IV*
SUMMARY *1*
1.0 INTRODUCTION *4*
1.1 Project Background **4**
1.2 Objectives **5**
2.0 PART A: OFFSET SUITABILITY *6*
2.1 Clearing Site Details **6**
2.2 Vegetation Proposed for Removal **6**
2.3 Gain Targets **7**
2.4 Description of Offset Site – 435 McDonnells Road, Ombersley **8**
2.4.1 Offset area context 8
2.4.2 Threatened species 10
2.4.3 Best or remaining 50% habitat for rare and threatened species 10
2.5 Like-for-like Criteria **11**
2.6 Quantification of Gains Available on Offset Site – McDonnells Road **13**
2.7 Allocation of Native Vegetation Gains **14**
3.0 PART B: OFFSET IMPLEMENTATION – 435 MCDONNELLS ROAD *15*
3.1 Offset Site Details **15**
3.2 Strategy for Offset Site **15**
3.3 Offset Security and Management Responsibility **15**
3.4 Ongoing Land-use Commitments **16**
3.5 Management Actions **17**
3.5.1 Fencing, information and access control 18
3.5.2 Weed Control 19
3.5.3 Pest Animals 22
3.5.4 Biomass / Organic Litter Control 23
3.5.5 Understorey Diversity and Recruitment 26
3.5.6 Supplementary planting and revegetation 27
3.6 Summary of Offset Gains **27**
3.7 Monitoring and Reporting **56**
3.8 Timing **57**
REFERENCES *58*
APPENDICES *59*
APPENDIX 1 ..... *60*
Flora Species List **60**
APPENDIX 2 ..... *63*
APPENDIX 3 ..... *65*
FIGURES *67*
1 Location of the McDonnells Road offset site, Victoria. **68**
2 Location of the offset area within the McDonnells Road site, Ombersley, Victoria ... **69**
3 Native vegetation proposed for removal, Jacksons Hill Estate, Sunbury **70**
4 Regional context of proposed offset site **71**

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AL032054E
17/04/2014 $113 CTA

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SUMMARY

Biosis Research Pty. Ltd. was commissioned by Places Victoria to prepare an Offset Management Plan (OMP) for 435 McDonnells Road, Ombersley (Figure 1).

The offset area meets the quantity requirements for an offset of 5.6 habitat hectares under Victoria's Native Vegetation Framework (the 'Framework') (NRE 2002) and 23.5 hectares of the EBPC Act listed ecological community *Natural Temperate Grassland of the Victorian Volcanic Plain* required to satisfy the EPBC Referral 2011/5946.

This OMP requires that some land use rights are relinquished and that management actions have the primary objective aimed at conservation of native vegetation. The management considers both the requirements of the Framework and key management issues identified for the EPBC Act listed community (DSEWPaC 2011).

The offset area will be protected with a Trust for Nature covenant.

This OMP details the management actions to achieve the gains required over a ten year period. Gains generated by the protection and management of the offset area are summarised in the table below. These are described in more detail throughout the OMP.

The responsibility of vegetation management works lies with the offset land owner with assistance from Trust for Nature (Victoria).

The land owner will report annually over the initial 10 year management period to Trust for Nature regarding the progress of management works and will liaise with Trust for Nature to develop an annual works plan for the coming year.

A qualified ecologist will be engaged by the land owner to monitor the implementation of the offset management plan and to produce a report on the condition of the offset management site to be provided to the Trust for Nature at the end of years 1, 3, 5 and 10.

Trust for Nature will review ecological monitoring and management work reports and provide feedback to the land owner with regard to the performance of meeting the requirements of the OMP.

The offset site will be permanently protected, and the quality of the site maintained by the land owner in perpetuity, to the standards reached at the end of the 10 year management period covered by this OMP. This OMP will be reviewed by a qualified ecologist at the end of the 10 year management period and updated if/as required.

Funding for achieving the gains outlined in this OMP has been agreed between the land owner and Places Victoria. Funding will be held by the Trust for Nature and paid to the land owner over the 10 year management period as per the land owner agreement. This will include agreed funding for anticipated ongoing management required to maintain the

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offset site in perpetuity, beyond the initial 10 year management period.

Management issues	Actions
Ongoing offset security	• Covenant under the Victorian Conservation Trust Act 1972.
Survey and monitoring	• Ecological monitoring of vegetation condition by a qualified ecologist (Section 3.7). • Supervision and monitoring of site management by the Trust for Nature (Section 3.7).
Grazing	• Maintaining inter-tussock spaces through prescribed biomass control works predominantly through the use of pulse grazing (Section 3.5.4). • Sheep grazing regime using high number of sheep over a short period with the objective of managing total plant biomass. Exclude all domestic stock grazing between August 1st and January 15th (Section 3.5.4). • The permanent removal of existing rights to graze any domestic stock with the exception of sheep. Grazing by cattle, horses, goats etc will be excluded by the covenant (Section 3.5.4).
Fire	• Undertake ecological burning to reduce biomass and promote species diversity of grassland herbs as described in this plan and in accordance with required safety procedures and assessment (Section 3.5.4).
Soil disturbance	• Control pest animals such as rabbits, hares and foxes to a standard exceeding existing legal requirements (Section 3.5.3). • Restrict site access by maintenance of fencing and gates (Section 3.5.1).
Exotic plant invasion / Herbicide application	• Undertake weed control works to lower the total cover of weeds from the current level (15% cover) to less than 10% comprising < 5% cover for perennial grassy weeds and < 2% cover for broadleaf weeds over a ten year period (Section 3.5.2, Table 7); • Engage a qualified vegetation management contractor with experience in grassland vegetation to use herbicide for weed control where required. Exclude herbicide application outside of these works. • Target the control of existing high threat weeds as well as any future high threat weeds which may colonise the site (Table 7).

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Fertiliser addition	• Prevent application of any fertiliser and prevent exotic pasture improvement activities (Section 3.3 and 3.4).

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1.0 INTRODUCTION

1.1 Project Background

Biosis Research Pty. Ltd. was commissioned by Places Victoria to prepare an Offset Management Plan (OMP) for 435 McDonnells Road, Ombersley (Figure 1).

Protection and management of the McDonnells Road site will provide the prescribed offsets for Places Victoria's residential development associated with Stage 13, Stage 50 and Sheoak Hill Reserve within the Jacksons Hill Estate. Ecological assessments including habitat hectare assessment have been undertaken for these areas; Stage 13 and Stage 50 (Biosis Research 2010; 2012a) and Sheoak Hill Reserve (Biosis Research 2011). These reports provide the basic ecological information to support this OMP.

A Planning Permit application is yet to be lodged by Places Victoria for the proposed residential development of Stage 13, Stage 50 and Sheoak Hill Reserve at Jacksons Hill, Sunbury. Clearing associated with the development of the subdivision is therefore yet to be assessed by the Department of Sustainability and Environment (DSE) or the City of Hume for Net Gain purposes and as part of the development approvals process. These stages have also been the subject of a referral under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) and have been defined as a controlled action (Referral 2011/5946).

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The proposed development would result in clearing of 4.59 hectares of Plains Grassland within Stage 50, 1.23 hectares of Plains Grassland within Stage 13 and 0.05 ha within Sheoak Hill Reserve.

A total of 23.5 hectares of the McDonnells Road site (Figure 2) is proposed to provide the required offsets. Protection and management of retained grassland at the offset site could generate, at least, the required 5.6 habitat hectares of Plains Grassland to satisfy the state Net Gain requirements. In addition, all grassland within the offset site meets the definition criteria of the EBPC Act listed ecological community *Natural Temperate Grassland of the Victorian Volcanic Plain* and will therefore satisfy the offset requirement of EPBC Referral 2011/5946.

This Offset Management Plan documents the management actions required to achieve the prescribed gain associated with maintaining this property in private ownership. The land is proposed to be encumbered with a Trust for Nature covenant or equivalent as approved by the Department of Sustainability and Environment (DSE).

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Both Jacksons Hill and the offset area are within the Victorian Volcanic Plain Bioregion (www.dse.vic.gov.au).

1.2 Objectives

The objectives of this plan are to:

- Identify 23.50 ha within 435 McDonnells Road Ombersley that is nominated as a Federal and Net Gain offset site, and:
    - To provide an offset plan to the satisfaction of DSE and the endorsement of the Hume City Council;
    - To provide an offset plan to the satisfaction of the federal Department of Sustainability, Environment, Water, Population and Communities (DSEWPaC);
    - To contribute a vegetation 'gain' in accordance with the principles of the Framework (NRE 2002a);
    - To contribute a vegetation 'gain' that is consistent with the appropriate management of *Natural Temperate Grassland of the Victorian Volcanic Plain* (DSEWPaC 2011); and
    - Identify the necessary management actions to protect and improve the quality of native vegetation and fauna habitat within the offset site.

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2.0 PART A: OFFSET SUITABILITY

2.1 Clearing Site Details

Land owner of clearing site	Places Victoria
Location and address of clearing site	Stage 13, Stage 50 and Sheoak Hill Reserve, Jacksons Hill, Sunbury
Local Government Area	City of Hume
Catchment Management Authority	Port Phillip and Westernport
Responsible Authority	City of Hume
Permit applicant	Places Victoria
Planning Permit Number (ID)	
Date Approved	

2.2 Vegetation Proposed for Removal

Vegetation removal has not been approved at this time. Vegetation proposed for removal is described in Biosis Research 2010, 2011 and 2012a.

There has been a reduction (of 0.53 ha) in the total area of native vegetation proposed for removal compared with previous habitat development plans. The current areas proposed for clearing are provided below in Table 1 and Figure 3 (and are provided in Biosis Research 2011 and 2012a).

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Table 1: Summary of proposed losses of patches of native vegetation

Habitat Zone		1	3	3A	5A	TOTALS
Bioregion		VVP	VVP	VVP	VVP	
EVC name		132/PG	132/PG	132/PG	132/PG	
EVC Bioregional Conservation Status		E	E	E	E	
HABITAT SCORE		55	34	38	25	
Habitat Points (Habitat Score/100)		0.55	0.34	0.38	0.25	
Habitat Zone area to be cleared (ha)		4.59	1.23	0.02	0.03	5.87
HABITAT HECTARE (Hha) LOSS		2.5	0.4	0.01	0.01	2.9
Conservation Significance	Conservation Status x Hab Score	VH	H	H	H	
	Threatened Species Rating*	VH	H	H	H	
	Other Site Attribute Rating	n/a	n/a	n/a	n/a	
	Overall Conservation Significance	**VH**	**H**	**H**	**H**	
Net Outcome Ratio		2	1.5	1.5	1.5	
Gain target (Hha)		5	0.6	0.01	0.01	5.6
No Large Old Trees to be removed in each habitat zone		0	0	0	0	
Tree protection multiplier		n/a	n/a	n/a	n/a	
Large Old Trees to be protected		0	0	0	0	

Note: Full numbers are used for calculations; however values shown are rounded for reporting purposes. Values for each quality zone are rounded to 2 decimal places and the final total is rounded to 1 decimal place.

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2.3 Gain Targets

Vegetation losses are within, and all offset requirements are to be provided in the Victorian Volcanic Plain Bioregion. No tree offsets are prescribed.

The offsets prescribed by the Australian Minister for the Environment amount to the protection of 23.5 ha of Natural Temperate Grassland of the Victorian Volcanic Plain. The protection of this area (Table 2) can also concurrently provide the offsets prescribed under The Framework (NRE 2002a) and Port Phillip and Westernport Native Vegetation Plan (PPWCMA 2006) which consist of:

- 5 habitat hectares (hha) of Very High Conservation Significance vegetation; and
- 0.6 hha of High Conservation Significance vegetation.

Or through trading up:

- 5.45 hha of Very High Conservation Significance vegetation

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Table 2: Gain targets for the remnant patches (habitat hectares).

Target No.	Habitat Zones	EVC #: Name	Conservation Significance	Min Habitat score for target*	Other Like-for-like requirements*	Habitat Hectares Target		
						Total Losses (Hha)	Net outcome ratio	Gain Target (Hha)
VH1	HZ1	132_61 Heavier-soils Plains Grassland	Very High	45.50	Same vegetation/habitat type	2.5	2	5
H1	HZ3	132_61 Heavier-soils Plains Grassland	High	25.50	The same vegetation/habitat type OR a Very High significance vegetation/habitat in the same bioregion	0.4	1.5	0.6
H2	HZ3A	132_61 Heavier-soils Plains Grassland	High	28.50	The same vegetation/habitat type OR a Very High significance vegetation/habitat in the same bioregion	0.01	1.5	0.01
H3	HZ5A	132_61 Heavier-soils Plains Grassland	High	18.75	The same vegetation/habitat type OR a Very High significance vegetation/habitat in the same bioregion	0.01	1.5	0.01
TOTAL						**2.9**		**5.6**

Note: Full numbers are used for calculations; however values shown are rounded for reporting purposes. Values for each quality zone are rounded to 2 decimal places and the final total is rounded to 1 decimal place.

** Based on the quality objectives for the offset specified in Table 6 of the Framework (NRE 2002a).*

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2.4 Description of Offset Site – 435 McDonnells Road, Ombersley

2.4.1 Offset area context

The offset area (23.5 ha) is located at the north-western end of 435 McDonnells Road, Ombersley. The site is approximately 50 km southwest of Geelong and 18 km northeast of Colac (Figure 1). The property is currently zoned Farming Zone and is not covered by any overlays relating to biodiversity or inundation. The land is owned by James and Claire Dennis who also hold broader areas of farmland in this area. The site is currently used for domestic stock grazing.

The offset area assessed is part of a broader, approximately 100 ha paddock. The paddock is largely dominated by Plains Grassland (EVC 132) in varying condition and also supports smaller patches of Plains Grassy Wetland (EVC 125). Both EVCs are endangered within the Victorian Volcanic Plain Bioregion. Areas of Plains Grassland also fit the definition criteria of the EPBC Act listed threatened community *Natural Temperate Grassland of the Victorian Volcanic Plain*. The paddock is fenced to control stock movements between the balance of the Dennis property and other adjacent properties.

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The proposed offset area (the area subject to this OMP) lies within the northwest of this paddock (Figure 2). The offset area is identified as a single habitat zone which will be managed to provide the offset gains prescribed for development of Stage 13, Stage 50 and Sheoak Hill Reserve of the Jacksons Hill Estate.

A detailed description of the flora, habitat hectare and significant fauna values within the 100 ha paddock is included in Biosis Research (2012b) which identifies a total of 72 indigenous and 39 introduced plant species. This species list is included in Appendix 1. The Trust for Nature has recorded over 20 additional native species from this area including a number of orchids and lilies (Trust for Nature *no date*). Their record of Golden Moths *Diuris lanceolata* s.l. is of interest as this may represent a threatened species such as Golden Cowslips *Diuris behrii* or Small Golden Moths *Diuris basaltica*.

The offset site is also located in the vicinity (within 10 km) of a number of other significant species, biosites and areas of native vegetation (Figure 4).

The study area has never been cultivated or subject to pasture improvement or fertilizer application (James Dennis pers. comm. and authors pers. obs.). However, at present pasture improvement activities and fertiliser application remain existing rights for this land.

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A description of the Plains Grassland (EVC 132) present is as follows:

***Plains Grassland* EVC 132**

Plains Grassland within the study area is variously dominated by Kangaroo Grass *Themeda triandra*, wallaby-grasses *Rytidosperma* spp. and spear-grasses *Austrostipa* spp. While a number of herbaceous species occupied the various inter-tussock spaces, the diversity of the ground layer at the time of assessment included few obvious species. Species observed during the Biosis Research (2012b) inspection include Sheep's Burr *Acaena echinata*, Grassland Wood-sorrel *Oxalis perennans*, Scaly Buttons *Leptorhynchos squamatus*, Lemon Beauty-heads *Calocephalus citreus*, Common Woodruff *Asperula conferta*, Kidney-weed *Dichondra repens*, Varied Raspwort *Haloragis heterophylla*, and Small St John's Wort *Hypericum gramineum*. However this area of grassland is known to support a wide range of other geophytes and herbs which were dormant at the time of this inspection (Trust for Nature *no date*).

The offset site was identified as the EPBC listed community Natural Temperate Grassland of the Victorian Volcanic Plain (Figure 2). As per DSEWPaC's guidelines for the definition of the community (DSEWPAC 2011), the perennial tussock cover at the site is dominated by native species that represent more than 50% of the cover (60% of total vegetation cover of the site) and the non-grassy weed cover is less than 50% of the ground cover (assessed as less than 15% of the total vegetation cover of the site). As the assessment of the offset site was undertaken in autumn, the cover of native forbs during spring-summer can not be provided. However at the time of assessment, native forbs contributed to approximately 30% total cover of the vegetation on site.

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Native forb species recorded or known to occur at the site include Small Milkwort *Comesperma polygaloides,* Clover Glycine *Glycine latrobeana*, Sheep's Burr *Acaena echinata*, Australian Sheep's Burr *Acaena ovina,* Small Chocolate-lily *Arthropodium* sp. 3 (aff. strictum), Chocolate Lily *Arthropodium strictum*, Blue Grass-lily *Caesia calliantha,* Pink Purslane *Calandrinia calyptrata*, Lemon Beauty-heads *Calocephalus citreus,* Blushing Bindweed *Convolvulus angustissimus*, Grass Bindweed *Convolvulus remotus,* Australian Hound's-tongue *Cynoglossum australe,* Variable Willow-herb *Epilobium billardierianum*, Blue Devil *Eryngium ovinum*, Prickfoot *Eryngium vesiculosum,* Grassland Crane's-bill *Geranium retrorsum*, Small St John's Wort *Hypericum gramineum*, Scaly Buttons *Leptorhynchos squamatus*, Poison Lobelia *Lobelia pratioides*, Small Loosestrife *Lythrum hyssopifolia,* White Purslane *Montia australasica,* River Buttercup *Ranunculus inundates,* Sprawling Bluebell *Wahlenbergia gracilis,* Granite Bluebell *Wahlenbergia graniticola* and

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Bronze Bluebell *Wahlenbergia luteola*. Refer to Appendix 1 for a full list of species recorded.

2.4.2 Threatened species

The broader 100 ha paddock is known to support a number of threatened flora and fauna species including:

- Clover Glycine *Glycine latrobeana* (Vulnerable in Australia)
- Small Milkwort *Comesperma polygaloides* (vulnerable in Victoria)
- Striped Legless Lizard *Delma impar* (Vulnerable in Australia)
- Golden Sun Moth *Synemon plana* (Critically Endangered in Australia)

Ecology Partners (2010) and BLA (2011) indicate that Golden Sun Moth has been recorded within the offset area and the surveys conducted by the Trust for Nature indicate that Striped Legless Lizard has been recorded at a number of locations within this paddock.

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2.4.3 Best or remaining 50% habitat for rare and threatened species

Part of the assessment of conservation significance for Net Gain involves consideration of the value of habitat for rare and threatened species listed on a DSE advisory list (DSE 2005; DSE 2007a; DSE 2009a). Two significant flora species and two significant fauna species are known within the site.

Habitat for each rare or threatened species within each habitat zone is assessed against DSE's criteria (DSE 2007b, page 13). The pathway for each decision made (in accordance with DSE's Table 2) is outlined in Table 3 below.

The proposed offset site therefore represents the best 50% of habitat for a number of threatened species.

Table 3: Determination of best/remaining habitat for rare or threatened flora species.

Species	Conservation Status (Victoria)	Habitat zone	Steps*	Outcome	Conservation Significance (threatened species rating)	Notes
Small Milkwort	Vulnerable	HZ1	A;B;E; F	Best 50% of habitat	Very High	High quality habitat present. Species recorded in or from contiguous habitat within the broader site.

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Clover Glycine	Vulnerable	HZ1	A;B;E; F	Best 50% of habitat	Very High	High quality habitat present. Species recorded in or from contiguous habitat within the broader site.
Striped Legless Lizard	Endangered	HZ1	A;B;E; F	Best 50% of habitat	Very High	High quality habitat present. Species recorded in or from contiguous habitat within the broader site.
Golden Sun Moth	Critically Endangered	HZ1	A;B;E; F	Best 50% of habitat	Very High	High quality habitat present. Species recorded in or from contiguous habitat within the broader site.

** Steps taken to determine best or remaining 50 % of habitat. From Table 2 in the Guide for Assessment of Referred Planning Permit Applications (DSE 2007b). HZ = Habitat Zone*

2.5 Like-for-like Criteria

The offset is located in the Victorian Volcanic Plain Bioregion and supports areas of Plains Grassland (EVC 132). The offset zone is of the same or higher conservation significance as the loss zones and meets all the like-for-like criteria as specified in Appendix 4, Table 6, pp.54-55 of *Victoria's Native Vegetation Management: A Framework for Action (NRE 2002a)* relating to:

- Vegetation type;
- Bioregion;
- Landscape role; and
- Quality objectives.

Table 4 below details the outcome of the application of the like-for-like criteria.

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Table 4: Meeting like-for-like criteria for clearing a remnant patch

Clearing site					Offset site						
Target No.	Habitat Zone	EVC #: Name	Min Habitat score for target*	Other Like-for-like requirements	Trading up	Offset zones	Bioregion	EVC#: Name	Conservation significance	Habitat score	Other Like-for-like requirements
Very High Conservation Significance											
VH1	HZ 1	132_61 Heavier-soils Plains Grassland	50	Plains Grassland in the Victorian Volcanic Plain Bioregion		HZ 1	Victorian Volcanic Plain	132: Plains Grassland	Very High	0.61	NA
High Conservation Significance											
H1	HZ 3	132_61 Heavier-soils Plains Grassland	26	Plains Grassland in the Victorian Volcanic Plain Bioregion	Yes	HZ 1	Victorian Volcanic Plain	132: Plains Grassland	Very High	0.61	NA
H2	HZ 3A	132_61 Heavier-soils Plains Grassland	29	Plains Grassland in the Victorian Volcanic Plain Bioregion	Yes	HZ 1	Victorian Volcanic Plain	132: Plains Grassland	Very High	0.61	NA
H3	HZ 5A	132_61 Heavier-soils Plains Grassland	19	Plains Grassland in the Victorian Volcanic Plain Bioregion	Yes	HZ 1	Victorian Volcanic Plain	132: Plains Grassland	Very High	0.61	NA

** Based on the quality objectives for the offset specified in Table 6 of the Framework (NRE 2002a).*

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2.6 Quantification of Gains Available on Offset Site – McDonnells Road

The output of the DSE net gain calculator is presented below in Table 5 and in Appendix 2.

Table 5: Quantification of offset gains available – protection and management of a remnant patch.

Offset Zone			**QZ 1**			**TOTALS**
Land Tenure			Private			
Overlays applying to zone			Nil			
Property size			100 ha			
Patch size (ha)			23.50			
Security arrangement			TfN covenant			
Bioregion			Victorian Volcanic Plain			
EVC Name			Plains Grassland			
EVC standardiser			75/55			
EVC Bioregional Conservation Status			Endangered			
		Max Possible Score	Current Site Condition Components	Maintenance	Improvement	
Scores4	Large Old Trees	10	NA	NA	NA	
	Canopy Cover	5	NA	NA	NA	
	Lack of Weeds	25	7	NA	1	
	Understorey	15	15	7.5	1.25	
	Recruitment	10	6	3	1	
	Organic Matter	5	5	2.5	0	
	Logs	5	NA	NA	NA	
	Standardised Site Condition		45			
	Landscape Context	25	16			
	Current habitat score of zone	100	61			
Conservation significance	Conservation status x Habitat Score		VH			
	Threatened Species Rating		VH			
	Other Site Attribute Rating		NA			
	Overall Conservation Significance		VH			
Subtotals of Maintenance & improvement gains				13	3.25	
Standardised Sum of Maintenance + Improvement Gain			**22.10**			
Prior management Gain (10% of current habitat score)			6.1			
Security Gain			6.1			
Total gain in Habitat Points per hectare			**34.3**			
Habitat Score gained per hectare (gain points/100)			0.34			
Size of the offset zone (ha)			23.50			23.50
Total Gain (Hha)			**8.06**			**8.06**

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2.7 Allocation of Native Vegetation Gains

Protection and active ecological management of the offset site has the potential to generate a gain of **8.06** habitat hectares of VHCS Plains Grassland. These gains include formal legal security removing the existing rights to conduct normal farming practices and formalised management prescriptions to ensure active ecological management to maintain and improve the condition of the native grassland and its species composition.

These gains provide the best 50% of habitat for a number of threatened species including Golden Sun Moth and Striped Legless Lizard. The allocation of native vegetation gains from the McDonnells Road offset site to the losses from Stage 13, Stage 50 and Sheoak Hill Reserve at Jacksons Hill are outlined in Table 6.

Table 6: Allocation of native vegetation gains for clearing a remnant patch

Gain Target		Trading Up	Source of gains to meet the target		Outcome	
Target No.	Target (Hha)	Discounted target	Offset Zone	Gain Available (Hha)	Total Gains Allocated(H ha)	Surplus/Deficit (Hha)
VH1 (HZ1)	5.0 VHCS	NA	QZ 1	8.06	5.0 VHCS	2.61 VHCS **surplus**
H1 (HZ 3, 3A, 5A)	0.60 HCS	0.45 VHCS			0.45 VHCS	

Note that the surplus identified in Table 6 results from the requirement under the approval associated with Referral 2011/5946 to protect and manage a defined area (23.50 ha).

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AL032054E
17/04/2014 $113 CTA

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Delivered by LANDATA®, timestamp 30/06/2025 16:14 Page 49 of 200

AL032054E
17/04/2014 $113 CTA

3.0 PART B: OFFSET IMPLEMENTATION – 435 MCDONNELLS ROAD

3.1 Offset Site Details

Land owner of offset site	James and Claire Dennis
Type of offset (onsite, 3rd party)	3rd Party
Location and address of offset site	435 McDonnells Road, Ombersley
Area of offset site (ha)	23.5
Offset site number (if applicable)	NA
Volume	TP 845466
Folio	SPI 7/TP845466
Parish	Ombersley
Allotment	NA
Local Government Area	Colac Otway Shire
Responsible Authority	Department of Sustainability, Environment, Water, Population and Communities
Bioregion	Victorian Volcanic Plain

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3.2 Strategy for Offset Site

The offset site is to be secured and managed for the purposes of conservation in perpetuity. This offset area is a smaller component of a larger area of native grassland which will be managed in a sympathetic manner on a voluntary basis. While it is the current land owner's objective to seek more formal agreements to protect the balance of this area of native grassland there is no requirement for such an outcome

3.3 Offset Security and Management Responsibility

Who is liable/responsible for meeting offset requirements?	James and Claire Dennis
Type of security (i.e. Agreement under Section 69 of the Conservation, Forest and Lands Act 1987, Agreement under Section 173 of the Planning and Environment Act 1987 or Covenant under the Victorian Conservation Trust Act 1972)	Covenant under the *Victorian Conservation Trust Act 1972*
Date 10-year offset management to commence	___/___/2012
Date 10-year offset management expires	___/___/2022
Date agreement registered on-title	___/___/2012
Offset site management responsibility (i.e. Land owner, Authority Name)	James and Claire Dennis
Offset Monitoring Responsibility (i.e. Responsible Authority, DSE)	Trust for Nature

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Delivered by LANDATA®, timestamp 30/06/2025 16:14 Page 50 of 200

AL032054E
17/04/2014 $113 CTA

An offset site must be protected in perpetuity to qualify as generating an offset gain. The mechanism to ensure ongoing management and permanent protection of the site is specified as a Trust for Nature covenant (DSE 2006).

The offset area (Figure 2) within the McDonnells Road property will be secured in-perpetuity through an appropriate legal encumbrance registered on the property (at this time a Trust for Nature covenant is anticipated). The encumbrance registered on title will require the landholder to manage the land in accordance with this Offset Management Plan.

3.4 Ongoing Land-use Commitments

The offset site will be managed for an improvement in quality over 10 years after which management will aim at maintaining the condition in perpetuity. The deed will specifically state the in-perpetuity land-use commitments across the site are to:

- Retain and manage all native vegetation as directed by this offset management plan;
- Exclude domestic stock except as permitted by this plan;
- Exclude the use of stock food such as hay that is sourced from outside the offset area;
- Eliminate any woody weeds and ensure that the cover of other high threat weeds does not increase beyond levels achieved at Year 10 of management;
- Ensure that pest animals are controlled to the level attained at the completion of Year 10 of management.
- Exclude pasture improvement and fertilizer application;
- Control the accumulation of ground cover biomass through either the controlled grazing of sheep or the controlled application of fire: and
- An annual works plan which caters to current conditions is to be prepared for ongoing management with maintenance of the grassland community as its primary objective.

Implementation of this management plan is the overall responsibility of the land owner (James and Claire Dennis). However, direct management responsibility may be delegated to a designated site manager and/or managing ecologist. The land owner is responsible for engaging a qualified ecologist to conduct monitoring (Section 3.7) with reports submitted to Trust for Nature and as

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appropriate to DSE/Council. Management actions by the land owner will be overseen by the Trust for Nature as part of their covenant over the site.

The Trust for Nature is responsible for:

1. Undertaking site inspections at least 4 times over the 10 year management period.
2. Review of ecological monitoring reports including an assessment of targets achieved.
3. Reporting to DSE (as required).

Implementation of the management plan will be monitored by the Trust for Nature. Trust for Nature will verify that the actions have been carried out appropriately.

Implementation of the plan will begin upon registration of the covenant.

Implementation of the covenant to improve security yields a security gain of 10% of the current habitat score for the offset site (DSE 2006). This has been incorporated in the gains outlined in section 2.6.

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Funding for achieving the gains outlined in this OMP has been agreed between the land owner and Places Victoria. Funding will be held by the Trust for Nature and paid to the land owner over the 10 year management period as per the land owner agreement. This will include agreed funding for anticipated ongoing management required to maintain the offset site in perpetuity, beyond the initial 10 year management period.

3.5 Management Actions

The main threats to this grassland include the existing permitted uses associated with normal farming practices such as inappropriate grazing regimes, pasture improvement and fertiliser application. Other threats include the expansion of the existing high threat weed populations, weed invasion in general and the accumulation of ground cover biomass. Currently the ground cover biomass is managed through grazing by domestic stock and this is proposed to continue as a strictly controlled management practice. In addition, ecological burning guidelines have been developed.

Currently the site is not actively managed for biodiversity values and is utilised for domestic stock grazing.

The prescribed management actions outlined below are intended to achieve a conservation outcome which improves and maintains the viability of the offset

AL032054E
17/04/2014 $113 CTA

Delivered by LANDATA®, timestamp 30/06/2025 16:14 Page 52 of 200

site, and generates the habitat hectare gains identified in Table 5. This will be achieved through active management (maintenance and improvement) and permanent protection of the offset site. Table 8 details these prescribed actions and outlines the relevant timing for implementation. These actions will be applied to the entire offset area identified in Figure 2.

Offsets will be achieved by:

- Maintaining the existing fencing surrounding the 100 ha paddock, and limiting access to the existing access gates unless otherwise authorised by the Trust for Nature.
- Weed control through active management;
    - Eliminating all woody environmental weeds
    - Controlling high threat weeds to levels specified in Table 7.
    - Controlling perennial grassy weed cover to less than 5%.
    - Controlling broadleaf weed cover to less than 2%.
- Managing organic litter (must not exceed EVC benchmark cover of 10%);
- Biomass control through high intensity pulse grazing of domestic stock (sheep only) with grazing excluded from 1st August to 15th January ;
- Ecological burning (50% of the offset area at least four times within the 10 year management period e.g. years 1, 4, 7 and 10. No area to be burnt more than every three years);
- Controlling pest animals, particularly rabbits, hares, foxes and cats; and
- Managing understorey diversity and recruitment.

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3.5.1 Fencing, information and access control

Permanent fencing able to exclude domestic stock already exists around the boundary of the broader 100 ha paddock. Additional fencing around the 23.5 ha offset area is not required as it is proposed that grazing within the entire 100 ha paddock will be managed in accordance with the prescriptions outlined within this offset management plan. It is also not recommended for the following reasons: 1) to avoid the need for establishing stock water access points which will displace native vegetation, 2) to avoid funnelling of traffic through access gates and associated disturbance to soil and 3) to discourage trampling of native vegetation by stock along fence boundaries. Instead, sheep will be allowed to graze the offset area as part of the broader 100 ha paddock, with limitations described in the following.

AL032054E
17/04/2014 $113 CTA

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Posts marking the boundary of the offset site will be set up to clearly identify the area for monitoring and management purposes. Posts will be located in accordance with advice from a qualified ecologist to ensure impacts to native vegetation are avoided.

Temporary stock fencing should be established and maintained around the boundary of any burnt area within the offset site for at least 6 months post-burn to prevent stock access and damage to regenerating vegetation from grazing.

The offset area remains private property and access or disturbance to the offset site by unauthorised persons is prohibited. The existing access gate and security (locked gates) arrangement is adequate to service the management requirements of this offset area.

If existing land-use rights are to be fully exercised in the remainder of the 100 ha paddock, fencing to exclude stock from the offset site will be required.

ACTIONS

- Maintain existing fencing to control access by domestic stock to the broader 100 ha paddock and repair promptly if damage occurs.
- Temporarily fence any burnt area immediately prior to burning or immediately after wildfire, to exclude all domestic stock from grazing the burnt area for a minimum of 6 months.
- Establish posts to mark the boundary of the offset site for management and monitoring purposes under supervision from a qualified ecologist.
- Control access and any passive use to minimise impacts on native vegetation.
- Provide access for management vehicles into the offset site, at one access gate. No additional vehicle access is to be established.

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3.5.2 Weed Control

The emphasis for weed control is the prevention of weed seed production with the goal being the reduction in the total weed cover with specific targets for high threat species on site. Weed control works should be timed appropriately in accordance with Table 8.

All high threat weeds are to be controlled to minimise or reduce their occurrence and ensure no further spread of weeds. The total weed cover on site will be reduced from the current level of 15% to less than 10%. This includes specific targets for high threat species identified in Table 7, perennial grassy weeds will

AL032054E
17/04/2014 $113 CTA

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Delivered by LANDATA®, timestamp 30/06/2025 16:14 Page 54 of 200

be reduced to less than 5% total cover and broadleaf weeds will be reduced to less than 2% of the cover.

Weed levels will be monitored and management methods adapted over time in response to changing conditions. New and emerging high threat weeds will be monitored and controlled (to less than 1% cover) if found. Any other significant environmental weeds identified during the ongoing site monitoring should also be controlled. If other high threat weeds, such as Serrated Tussock *Nassella trichotoma*, are found to occur in surrounding areas owned by the offset land owner, it would be prudent and cost effective to eliminate such species from nearby areas to reduce any potential invasion into the offset area. The offset owner should contact the land owner of any public land where high threat weeds occur within the vicinity of the offset area, with the aim to have these weeds controlled.

No woody weeds are known from the offset area or the broader 100 ha paddock. If any woody weeds are observed during site management or monitoring activities, these need to be controlled and eliminated promptly (before fruiting and seed set). The cover of woody weeds will be maintained at <1% in perpetuity.

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Spot spraying with appropriate herbicide is the main method for reducing weed cover. Spot spraying should be undertaken regularly, particularly in spring and early summer, with a focus on killing weed plants prior to seed set. Biomass control is also considered as an effective method for controlling and reducing weed levels. Biomass control at the site will include controlled sheep grazing and ecological burning.

Burning is particularly effective at reducing weed cover, especially for species that are difficult to control such as Brown-top Bent *Agrostis capillaris*. Burning and/or grazing will allow greater access and efficiency for weed control and increased natural regeneration of indigenous plant species (Sections 3.5.4 and 3.5.5 below). Periodic burning that is followed by spot spraying will be important for weed species that are difficult to control (such as Brown-top Bent) until they are replaced by native species.

Target species are likely to change over time in response to seasonal conditions and controlled burns (e.g. likely flush of broad-leaf weeds to be treated post-burn). Weed cover and species should therefore be monitored and management adapted in response to achieve desired outcomes outlined in this management plan.

AL032054E
17/04/2014 $113 CTA

ADVERTISED PLAN

Delivered by LANDATA®, timestamp 30/06/2025 16:14 Page 55 of 200

Table 7: High threat weeds within the offset site

Scientific Name	Common Name	% cover for the current assessment	Control Proposed	Desired Outcome^
Agrostis capillaris	Brown-top Bent	10%	Burn standing dead material. New growth controlled crash grazing by sheep to prevent seed set and herbicide application	C, <5% cover
Anthoxanthum odoratum	Sweet Vernal-grass	1–5%	Controlled pulse grazing by sheep to prevent seed set. Spot spraying appropriate herbicide to prevent seeding.	C, <1% cover
Avena spp.	Oats	1–5%	Controlled pulse grazing by sheep to prevent seed set. Spot spraying appropriate herbicide to prevent seeding.	C, <1% cover
Lolium spp.	Rye-grass	1–5%	Controlled pulse grazing by sheep to prevent seed set. Spot spraying appropriate herbicide to prevent seeding.	C, <1% cover
Phalaris aquatica	Toowoomba Canary-grass	1–5%	Spot spraying appropriate herbicide (early spring)	C, <1% cover
Tragopogon porrifolius	Salsify	<1%	Spot spraying appropriate herbicide (early spring)	C, <1% cover
Cirsium vulgare	Spear Thistle	<5%	Spot Spraying appropriate herbicide (prevent flowering)	C, <1% cover

^ Desired outcome after 10 years of ecological management

C = control populations of weed species and reduce their cover to less than current levels.

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ACTIONS

- Periodic spot spraying of weeds with appropriate herbicide will be undertaken, particularly through spring and early summer.
- Target weeds should be controlled in a timely manner and before seed set; this requires regular monitoring and treatment.
- Ensure the absence of high threat woody environmental weeds within the offset area through monitoring and if high threat woody environmental weeds are found to occur, control and eliminate promptly. Preferably control nearby infestations to prevent the spread of these species.
- Control works will ensure that the total cover of weeds will be reduced to less than 10%. Specific targets include: a reduction of high threat weeds in accordance with Table 7; perennial grassy weeds will be reduced to less than 5% total cover; and broadleaf weeds reduced to less than 2% cover.

AL032054E
17/04/2014 $113 CTA

ADVERTISED PLAN

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- Monitoring will be undertaken to demonstrate the effectiveness of weed control works and the results are to be used to adapt future control works and targets.
- Any populations of new and emerging high threat weeds will be treated promptly and eliminated to <1% cover.
- Any other significant environmental weeds identified during the ongoing site monitoring will also be controlled.
- During weed control, natural regeneration of indigenous flora will be protected from off-target damage.
- Biomass management undertaken as per Sections 3.5.4 and 3.5.5 below.

3.5.3 Pest Animals

The control of vermin including rabbits and other pest herbivores beyond the legal duty of care is a requirement of this OMP. Therefore pest animal control works are required within the offset site.

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Grazing by European Rabbits *Oryctolagus cuniculus* and European Hares *Lepus europeaus* is evident and is likely to have a significant impact within the offset site. However, no active rabbit warrens were noted within the offset site.

Currently rabbits and hares are controlled by shooting and this appears to be affective at this point in time. If this changes, baiting can be considered as an option for control of these pests.

Control within the offset site would effectively be achieved through a reasonable level of works to eliminate any active warrens in the local area (i.e. land within the owners control and within 500 m of the offset site). Control will in part be achieved through the removal and destruction of the shelter provided by shrubby weeds within the broader area. Control of rabbits should be undertaken in accordance with *Victorian Pest Management: A Framework for Action – Rabbit Management Strategy* (NRE 2002b).

Ripping of rabbit warrens within the offset site is not permitted..

Other problem pest animals are likely to include cats and foxes.

ACTIONS

- Control and seek to locally eliminate European Hares, European Rabbits, cats and foxes and using appropriate control techniques including shooting, poison baits or similar methods, without soil disturbance.

AL032054E
17/04/2014 $113 CTA

ADVERTISED PLAN

Delivered by LANDATA®, timestamp 30/06/2025 16:15 Page 57 of 200

3.5.4 Biomass / Organic Litter Control

Biomass management is essential to maintain indigenous flora and fauna values throughout the offset site. Biomass management is also required to maintain inter-tussock spaces and prevent excessive competition to grassland forbs. Where there is a sustained build up in ground cover biomass over any one year, biomass will need to be actively reduced.

Controlled grazing will be applied to reduce biomass and maintain an open tussock-grass structure for this grassland, and where appropriate, ecological burning will also be utilised.

Use of grazing for ecological management

Currently the offset site is subject to unrestricted grazing by sheep. Given the diversity of native species found within the uncultivated native grasslands of this site, this method of disturbance regime (grazing by domestic stock) is seen as a reliable and conservative action to maintain and improve the ecological values associated with the area. While grazing by domestic stock will continue to be used at this site as a method of biomass reduction, it will be undertaken in a controlled manner following a grazing management plan. Biomass accumulation control at this site will therefore be consistent with the standards for management of ecological grazing practices by DSE (2009).

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In this context pulse grazing (i.e. using high numbers of sheep over short periods) in the offset area to maintain an open tussock grassland structure is seen as a precautionary management method to maintain the species richness of these native grasslands. Grazing of domestic stock will be restricted to the use of sheep. Grazing by other domestic stock including but not restricted to cattle, goats and horses are to be excluded from the offset site by this plan.

The timing of grazing will be strictly controlled to allow native species to grow and set seed over the spring to mid summer period (DSE 2009). Stock should be excluded from the beginning of August to mid-January. Table 8 provides targets to be met for ongoing management of grazing within the offset area.

Grazing should occur over a short duration and exceed the standard stocking rate to prevent selective grazing and allow for periods of non-grazing. The maximum length of continuous grazing is 4 weeks with at least 2 weeks rest between cycles. Biomass management objectives are that the mean vegetation height will be maintained to a minimum height of 10cm; inter-tussock space will be maintained to at least 30% and the total vegetation cover should not fall below 70%. At least 3 pulse grazing cycles should occur within the grazing period, one of which should occur immediately prior to the exclusion period.

AL032054E
17/04/2014 $113 CTA

ADVERTISED PLAN

Delivered by LANDATA®, timestamp 30/06/2025 16:15 Page 58 of 200

The only exception to requirements specified for pulse grazing (Table 8) is if an ecological burn is planned during or following the pulse grazing period. In this instance a fire management plan produced by a qualified contractor will inform when grazing should be removed to allow for a build up in biomass to establish a burn.

Sheep used for pulse grazing should be shorn within the previous 1-2 months to reduce likelihood of weed seed introductions. Stock transfer into the offset site should be timed to minimise the potential for weed seed transport via mud. The 100 ha paddock will need to be monitored during wet periods to prevent excessive soil disturbance in areas of Plains Grassy Wetland.

Table 8. Requirements and limit of grazing activities within the offset area.

Period where grazing by domestic stock is not permitted	1st August to 15th January
Pulse grazing cycles required	3 (minimum)
Grazing required prior to exclusion period	15th July to 31st July
Minimum rest from grazing between pulse grazing	2 weeks
Maximum continuous pulse grazing	4 weeks
Biomass management thresholds	minimum length of 10 cm; total vegetation cover of at least 70%
Target inter-tussock space	30% total site cover

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Use of fire for ecological management

Burning within the offset area should be undertaken only with due consideration to relevant health and safety issues, in consultation with the Country Fire Authority and in line with a fire management plan completed by a suitably qualified consultant. The following provides guidelines for use of burning only in an ecological sense. The land owner is responsible for ensuring the requirements of this OMP can be carried out only if compliant with all other government planning requirements and permits.

While grazing by domestic stock will be the typical manner in which ground cover biomass will be regulated, the controlled application of fire is an efficient

AL032054E
17/04/2014 $113 CTA

ADVERTISED PLAN

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and cost-effective alternative technique for reducing biomass in grassy ecosystems such as those that occur within the offset site. Importantly, burning (c.f. grazing or slashing) allows greater access and efficiency for weed control and increased natural regeneration of indigenous plant species. While burning may enhance germination of indigenous species, it can also be expected to promote certain exotic species and as such post-burning weed-control will be vital in maintaining remnant vegetation. However stimulating the soil stored weed seed bank is seen as positive as this allows this seed bank to be exhausted through active management.

The controlled application of fire should be used for biomass reduction in all or parts of the offset site. Selected areas of grassland may be burnt to tackle particular weed issues or to assist in the lowering of soil nitrogen and phosphorous which would assist in weed control works. However no area is to be burnt more frequently than every three years and no more than 50% of the offset site will be burnt in any one year.

The extent, intensity and timing of burns must take into account the presence of threatened species, in particular Golden Sun Moth and Striped Legless Lizard. Fire may kill individuals of both species during the warmer months of the year when they are active above the soil surface. Burning should not be undertaken between November and January to avoid the pupation and flight season of Golden Sun Moth. Timing of burns should also only be undertaken when soil moisture is low and soil cracks are still present allowing refuge for Striped Legless Lizard.

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Any ecological burns will be conducted during benign (low wind and mild temperature) weather conditions and may be patchy (i.e. not result in the uniform burning of all areas). Patchy burns are a desirable outcome.

ACTIONS

- Develop a grazing plan consistent with Table 8 for the offset area, including timing and intensity;
- Engage a qualified contractor to produce a fire management plan which allows for an ecological burning regime described in the following dot point.
- Undertake ecological burning over approximately 40-50% of the offset area at least four times during the 10 year management period. For example at year 1, 4, 7 and 10 or in smaller areas more frequently as required by the fire management plan. Rotate areas burnt so that no area is burnt more frequently than every three years;

AL032054E
17/04/2014 $113 CTA

ADVERTISED PLAN

Delivered by LANDATA®, timestamp 30/06/2025 16:15 Page 60 of 200

- When planning burns, liaise with any relevant regulator regarding appropriate planning and permits in a timely manner;
- Plan and conduct ecological burning within different seasons to promote regeneration of a variety of species. However ensure burns are undertaken outside the peak flight and pupation stages for Golden Sun Moth (November-January) being aware of the ecological needs of any threatened species present (e.g. Striped Legless Lizard).

3.5.5 Understorey Diversity and Recruitment

The major threats to understorey diversity in these grasslands are over-grazing by domestic stock and other introduced herbivores, competition from introduced plant species and the accumulation of biomass over a prolonged period (greater than a year). This area of Plains Grassland retains between 50 and 90% of the expected number of understorey life-forms for this EVC, and is generally not considered deficient in terms of the species diversity of the life-forms that are present. Missing or deficient elements are typically the large herbs and this is largely a function of the growth stage of the plants present. Enrichment planting is therefore not recommended although this could be reviewed after five years of active ecological management.

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Controlled grazing by domestic stock and the control of rabbits and hares are required to maintain understorey diversity and encourage recruitment of threatened species. Fire or other forms of biomass reduction would also be required to facilitate regeneration, remove the dead biomass associated with weed control works and maintain inter-tussock spacing. The use of fire could be implemented at a number of scales. Within this larger grassland patch it could take the form of a managed patch burn covering up to 10 hectares or in smaller patches localised burning covering up to half a hectare or even tens of square metres using a hand held weed burner. Biomass control works will also reduce the potential for uncontrolled wildfire to impact this site.

The understorey and recruitment scores are likely to improve provided that the total weed cover (currently 15%) is reduced to less than 10%, which is a requirement of this plan. Active management will seek to significantly reduce the cover of all exotic species with specific targets for high threat species given in Table 7.

ACTIONS

- Active weed management to be undertaken as outlined in Section 3.5.2
- Biomass should be managed to enhance recruitment – see Sections 3.5.4 and 3.5.5 above.

AL032054E
17/04/2014 $113 CTA

ADVERTISED PLAN

Delivered by LANDATA®, timestamp 30/06/2025 16:20 Page 61 of 200

3.5.6 Supplementary planting and revegetation

There is no need to do any supplementary planting within the offset site. There is a high diversity of understorey species in this area and improvement will mainly be achieved through weed control. This should be reviewed after five years of active management.

3.6 Summary of Offset Gains

The gains associated with the implementation of this Offset Management Plan which align with the requirements for defined offset areas under both Victoria's Native Vegetation Framework and the key management issues identified in SEWPaC (2011) are as follows:

- The application of permanent legal protection requiring conservation management of the area as guided by this plan (Section 3.3);
- The permanent removal of existing rights to apply fertiliser and conduct exotic pasture improvement activities (Section 3.3 and 3.4);
- The permanent removal of existing rights to graze any domestic stock with the exception of sheep. Grazing by cattle, horses, goats etc. will be excluded by the covenant (Section 3.4);
- Only allowing the grazing of domestic stock within the parameters required by this plan (i.e. grazing exclusion between start of August and mid-January) (Section 3.5.4);
- Maintaining inter-tussock spaces through prescribed biomass control works predominantly through the use of pulse grazing (Section 3.5.4);
- Using fire to augment pulse grazing by sheep to manage biomass and maintain inter-tussock spaces (Section 3.5.4);
- Preventing over-grazing by identifying a minimum vegetative length (10cm) and vegetation cover (70%) to which pulse grazing is permitted (Section 3.5.4);
- Requiring weed control works to lower the total cover of weeds from the current level (15% cover) to less than 10% cover with less than 5% cover for perennial grassy weeds and less than 2% cover for broadleaf weeds over a ten year period (Section 3.5.2, Table 7);
- Targeting the control of existing high threat weeds as well as any future high threat weeds which may colonise the site (Section 3.5.2, Table 7);
- Requiring the control of pest animals such as rabbits, hares and foxes above the existing legal requirements (Section 3.5.3);
- Requiring the permanent maintenance of the reduced weed cover reached after the first ten years of management (Section 3.4);

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Delivered by LANDATA®, timestamp 30/06/2025 16:20 Page 62 of 200

Supervision and monitoring of site management by the Trust for Nature (Section 3.7). Additional details on required management actions and relevant timing for implementation is provided in Table 8.

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AL032054E
17/04/2014 $113 CTA

Delivered by LANDATA®, timestamp 30/06/2025 16:20 Page 63 of 200

Table 8: Management Plan Actions and Timing for offsets on the McDonnell Road, Ombersley offset site.

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
0	0.1	All	-	Establish offset area.	Upon registration of the covenant. This action is a key requirement defining the start of the prescribed management period.	23.50	ha	Land Owner	Trust for Nature covenant.
0	0.2	All	-	Ensure appropriate fencing is established. Fencing already protects the broader 100 ha paddock within which the offset site is located. The offset area allocated to this specific offset management plan does not need to be fenced separately unless existing land-use rights are fully exercised in the remainder of the 100 ha paddock.	This action is a key requirement defining the start of the prescribed management period.	-	-	Land Owner	Site isolated from activities excluded by this plan (i.e. construction works, uncontrolled grazing by domestic stock).
0	0.3	All	-	Establish markers to identify boundary of the offset site to assist with management and monitoring of the area.	This action is a key requirement at the start of the prescribed management period.	-	-	Land Owner in consultation with qualified ecologist	Markers established to identify the boundary of the offset site. Guidance provided by a qualified ecologist to ensure impacts to native vegetation are avoided.
0	0.4	All	-	Where appropriate identify a person/company to control pest plants and animals. In this instance the Trust for Nature (TfN) will provide appropriate supervision for the land owner to conduct the pest plant and animal control works.	Agreement between land owner and TfN upon registration of the covenant.	-	-	Land Owner	Appropriate personnel appointed to conduct works.

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17/04/2014 $113 CTA

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
0	0.5	All	-	Qualified ecologist to undertake baseline monitoring, establish monitoring points and refine management actions based on baseline results.	Oct-Nov monitoring	1	Report	Qualified ecologist	Prepare standard report including photos and confirm agreed performance measures outlined in Section 3.5.
1	1.1	All	0.1-0.5	Land owner to develop annual works plan in consultation with the TfN.	Upon registration of the covenant.	-	-	Land Owner and TfN	Annual works plan prepared and approved for implementation by TfN.
1	1.2	All	1.1	Maintain fences and gates around broader offset area and markers around offset site in good working order. Remove any rubbish present within the offset site.	Continuous (inspection and management)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
1	1.3	All	1.1	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these should occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at more than 10 cm; total vegetation cover should not be grazed below 70% and inter-tussock space should be maintained to at least 30%.	15th January - 31st July	23.50	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.

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AL032054E
17/04/2014 $113 CTA

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
1	1.4	All	1.1	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sep–Nov	-	-	Land Owner in consultation with ecological restoration contractor	No ground disturbance by pest animals within offset site. No active rabbit warrens present within offset site, minimal surface harbour for rabbits and hares present (but excluding natural harbour such as rocks).
1	1.5	All	1.1	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 7 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	23.50	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% with reduced cover of high threat weeds listed in Table 7, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.

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AL032054E 17/04/2014 $113 CTA

Delivered by LANDATA®, timestamp 30/06/2025 16:20 Page 65 of 200

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
1	1.6	All	1.1	Develop burn plan and undertake ecological burn of the offset site to reduce plant biomass and promote recruitment of native species. Ecological burns to be undertaken over 40-50% of the offset area at least four times during 10 year management period (e.g. years 1, 4, 7 and 10). Conduct burns in different seasons to promote regeneration of a variety of species. Undertake burns outside Nov-Jan when threatened fauna species on site are active.	Sep-Oct (or as specified in the burn plan)	11.75	ha	Qualified contractor in consultation with CFA and TfN	Medium intensity burn over 40-50% of the 23.50 ha area. Some small areas within burn boundary left unburnt. No area to be burnt at a frequency of more than once every three years. Follow up weed control will be undertaken within the burn area in accordance with section 1.5.
1	1.7	All	0.5	Conduct regular site inspections at a frequency to ensure management activities are conducted as required. This should incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
1	1.8	All	0.5	Qualified ecologist to undertake monitoring, and refine management actions based on results. Identify any new high threat weeds for priority control. Report to regulator as required.	Oct-Nov Monitoring Dec Reporting	1	Report	Qualified ecologist to be engaged by the Land Owner	Prepare standard report including results from photos and agreed performance measures outlined in Section 3.5. Monitoring report provided to TfN and as appropriate to DSE/Council.

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Delivered by LANDATA® timestamp 30/06/2025 16:25 Page 66 of 200

AL032054E
17/04/2014 $113 CTA

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
1	1.9	All	1.7	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN and as appropriate to DSE.
1	1.10	All	1.8-1.9	Review and update Annual Works Plan in consultation with TfN.	Dec	1	Report	Land owner in consultation with TfN	Following year's management tailored to current site conditions.
2	2.1	All	1.2	Maintain fences and gates around broader offset area and markers around offset site in good working order.	Continuous (inspection and management)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
2	2.2	All	1.3	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these should occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover should not be grazed below 70% and inter-tussock space should be maintained to at least 30%.	15th January – 31st July	23.50	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.

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AL032054E
17/04/2014 $113 CTA

Delivered by LANDATA® timestamp 30/06/2025 16:25 Page 67 of 200

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
2	2.3	All	1.4	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sep–Nov	-	-	Land Owner in consultation with ecological restoration contractor	No ground disturbance by pest animals within offset site. No active rabbit warrens present within offset site, minimal surface harbour for rabbits and hares present (but excluding natural harbour such as rocks).
2	2.4	All	1.5	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 7 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	23.50	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% with reduced cover of high threat weeds listed in Table 7, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
2	2.5	All	1.9	Conduct regular site inspections at a frequency to ensure management activities are conducted as required. This should incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.

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Delivered by LANDATA® timestamp 30/06/2025 16:25 Page 68 of 200

AL032054E
17/04/2014 $113 CTA

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
2	2.6	All	2.5	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN and as appropriate to DSE
2	2.7	All	2.6	Review and update Annual Works Plan in consultation with TfN.	Dec	1	Report	TfN and land owner	Following years management tailored to current site conditions
3	3.1	All	2.1	Maintain fences and gates around broader offset area and markers around offset site in good working order.	Continuous (inspection and management)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded
3	3.2	All	2.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these should occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover should not be grazed below 70% and inter-tussock space should be maintained to at least 30%.	15th January – 31st July	23.50	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
3	3.3	All	2.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb – Apr, Sept – Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals

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17/04/2014 $113 CTA

Delivered by LANDATA® timestamp 30/06/2025 16:25 Page 69 of 200

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
3	3.4	All	2.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 7 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	23.50	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 7, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
3	3.5	All	2.5	Conduct regular site inspections at a frequency to ensure management activities are conducted as required. This should incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency.	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
3	3.6	All	1.8	Qualified ecologist to undertake monitoring, and refine management actions based on results. Report to regulator as required.	Oct-Nov monitoring Dec Reporting	1	Report	Qualified ecologist to be engaged by the Land Owner	Prepare standard report including results from photos and agreed performance measures outlined in Section 3.5. Monitoring report provided to TfN and as appropriate to DSE/Council.

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AL032054E
17/04/2014 $113 CTA

Delivered by LANDATA® timestamp 30/06/2025 16:25 Page 70 of 200

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
3	3.7	All	3.5	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN and as appropriate to DSE
3	3.8	All	3.7	Review and update Annual Works Plan in consultation with TfN.	Dec	23.50	ha	TfN and land owner	Following years management tailored to current site conditions
4	4.1	All	3.1	Maintain fences and gates around broader offset area, and markers around offset site in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded
4	4.2	All	3.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these should occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover should not be grazed below 70% and inter-tussock space should be maintained to at least 30%.	1st January 31st July	23.50	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
4	4.3	All	3.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500 m of offset site where possible).	Feb–Apr, Sept–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals

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AL032054E
17/04/2014 $113 CTA

Delivered by LANDATA® timestamp 30/06/2025 16:30 Page 71 of 200

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
4	4.4	All	3.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 7 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	23.50	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 7, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
4	4.5	All	1.6	Develop burn plan and undertake ecological burn of the offset site to reduce plant biomass and promote recruitment of native species. Ecological burns to be undertaken over 40-50% of the offset area at least four times during 10 year management period (e.g. years 1, 4, 7 and 10). Conduct burns in different seasons to promote regeneration of a variety of species. Undertake burns outside Nov-Jan when threatened fauna species on site are active.	Mar-Apr (or as specified in the burn plan)	11.75	ha	Qualified contractor in consultation with CFA and TfN	Medium intensity burn over 40–50% of the 23.50 ha area. Some small areas within burn boundary left unburnt. No area to be burnt at a frequency of more than once every three years. Follow up weed control will be undertaken within the burn area in accordance with section 1.5.

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AL032054E
17/04/2014 $113 CTA

Delivered by LANDATA®, timestamp 30/06/2025 16:30 Page 72 of 200

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
4	4.6	All	3.8	Conduct regular site inspections at a frequency to ensure management activities are conducted as required. This should incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
4	4.7	All	4.6	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN and as appropriate to DSE
4	4.8	All	4.7	Review and update Annual Works Plan in consultation with TfN.	Dec	23.50	ha	TfN and land owner	Following years management tailored to current site conditions
5	5.1	All	4.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded

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Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
5	5.2	All	4.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these should occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover should not be grazed below 70% and inter-tussock space should be maintained to at least 30%.	16th January – 31st July	23.50	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
5	5.3	All	4.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sept–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals

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Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
5	5.4	All	4.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 7 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	23.50	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 7, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
5	5.5	All	4.6	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This should incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
5	5.6	All	3.6	Qualified ecologist to undertake monitoring, and refine management actions based on results. Report to regulator as required.	Oct-Nov monitoring Dec Reporting	1	Report	Qualified ecologist to be engaged by the Land Owner	Prepare standard report including results from photos and agreed performance measures outlined in Section 3.5. Monitoring report provided to TfN and as appropriate to DSE/Council.

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ADVERTISED PLAN

AL032054E
17/04/2014 $113 CTA

Delivered by LANDATA®, timestamp 30/06/2025 16:30 Page 75 of 200

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
5	5.7	All	5.6	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN and as appropriate to DSE
5	5.8	All	5.7	Review and update Annual Works Plan in consultation with TfN.	Dec	23.50	ha	TfN and land owner	Following years management tailored to current site conditions
6	6.1	All	5.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded
6	6.2	All	5.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these should occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover should not be grazed below 70% and inter-tussock space should be maintained to at least 30%.	1st January – 31st July	23.50	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
6	6.3	All	5.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500 m of offset site where possible).	Feb–Apr, Sept–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals

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Delivered by LANDATA® timestamp 30/06/2025 16:35 Page 76 of 200

AL032054E
17/04/2014 $113 CTA

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
6	6.4	All	5.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 7 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	23.50	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 7, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
6	6.5	All	5.8	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This should incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
6	6.6	All	6.5	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN and as appropriate to DSE
6	6.7	All	6.6	Review and update Annual Works Plan in consultation with TfN.	Dec	23.50	ha	Land owner in consultation with TfN	Following years management tailored to current site conditions

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Delivered by LANDATA® timestamp 30/06/2025 16:35 Page 77 of 200

AL032054E
17/04/2014 $113 CTA

Delivered by LANDATA®, timestamp 30/06/2025 16:35 Page 78 of 200

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
7	7.1	All	6.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded
7	7.2	All	6.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these should occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover should not be grazed below 70% and inter-tussock space should be maintained to at least 30%.	16th January – 31st July	23.50	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
7	7.3	All	6.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb – April, Sept – Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals

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Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
7	7.4	All	6.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 7 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	23.50	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 7, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
7	7.5	All	4.5	Develop burn plan and undertake ecological burn of the offset site to reduce plant biomass and promote recruitment of native species. Ecological burns to be undertaken over 40-50% of the offset area at least four times during 10 year management period (e.g. years 1, 4, 7 and 10). Conduct burns in different seasons to promote regeneration of a variety of species. Undertake burns outside Nov-Jan when threatened fauna species on site are active.	Jul-Aug or as specified in the burn plan)	11.75	ha	Qualified contractor in consultation with CFA and TfN	Medium intensity burn over 40–50% of the 23.50 ha area. Some small areas within burn boundary left unburnt. No area to be burnt at a frequency of more than once every three years. Follow up weed control will be undertaken within the burn area in accordance with section 1.5.

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AL032054E 17/04/2014 $113 CTA

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Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
7	7.6	All	6.7	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This should incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
7	7.7	All	7.6	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN and as appropriate to DSE
7	7.8	All	7.7	Review and update Annual Works Plan in consultation with TfN.	Dec	23.50	ha	Land owner in consultation with TfN	Following years management tailored to current site conditions
8	8.1	All	7.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded

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Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
8	8.2	All	7.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these should occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover should not be grazed below 70% and inter-tussock space should be maintained to at least 30%.	16th January – 31st July	23.50	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
8	8.3	All	7.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sep–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals

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Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
8	8.4	All	7.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 7 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	23.50	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 7, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
8	8.5	All	7.8	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This should incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
8	8.6	All	8.5	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN and as appropriate to DSE
8	8.7	All	8.6	Review and update Annual Works Plan in consultation with TfN.	Dec	23.50	ha	Land owner in consultation with TfN	Following years management tailored to current site conditions

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AL032054E
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Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
9	9.1	All	8.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded
9	9.2	All	8.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these should occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover should not be grazed below 70% and inter-tussock space should be maintained to at least 30%.	16th January – 31st July	23.50	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
9	9.3	All	8.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sep–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals

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AL032054E 17/04/2014 $113 CTA

Delivered by LANDATA® timestamp 30/06/2025 16:40 Page 83 of 200

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
9	9.4	All	8.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 7 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	23.50	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 7, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
9	9.5	All	8.7	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This should incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency.	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
9	9.6	All	9.5	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN and as appropriate to DSE
9	9.7	All	9.6	Review and update Annual Works Plan in consultation with TfN.	Dec	23.50	ha	Land owner in consultation with TfN	Following years management tailored to current site conditions

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AL032054E
17/04/2014 $113 CTA

Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
10	10.1	All	9.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded
10	10.2	All	9.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these should occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover should not be grazed below 70% and inter-tussock space should be maintained to at least 30%.	16th January – 31st July	23.50	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
10	10.3	All	9.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sep–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals

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Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
10	10.4	All	9.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 7 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	23.50	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 7, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
10	10.5	All	7.5	Develop burn plan and undertake ecological burn of the offset site to reduce plant biomass and promote recruitment of native species. Ecological burns to be undertaken over 40-50% of the offset area at least four times during 10 year management period (e.g. years 1, 4, 7 and 10). Conduct burns in different seasons to promote regeneration of a variety of species. Undertake burns outside Nov-Jan when threatened fauna species on site are active.	Feb-May or as specified in the burn plan)	11.75	ha	Qualified contractor in consultation with CFA and TfN	Medium intensity burn over 40–50% of the 23.50 ha area. Some small areas within burn boundary left unburnt. No area to be burnt at a frequency of more than once every three years. Follow up weed control will be undertaken within the burn area in accordance with section 1.5.

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17/04/2014 $113 CTA AL032054E

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Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
10	10.6	All	9.7	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This should incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
10	10.7	All	10.6	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN and as appropriate to DSE
10	10.8	All	5.6	Qualified ecologist to undertake monitoring, and refine management actions based on results. Report to regulator as required.	Oct-Nov monitoring Dec Reporting	1	Report	Qualified ecologist to be engaged by the Land Owner	Prepare standard report including results from photos and agreed performance measures outlined in Section 3.5. Monitoring report provided to TfN and as appropriate to DSE/Council.
10	10.9	All	10.7	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN and as appropriate to DSE
10	10.9	All	10.8	Revise this offset management plan (OMP) in consultation with TfN to identify management actions required to maintain the offset site in perpetuity.	Dec	1	OMP	Qualified ecologist	Updated offset management plan to aid ongoing maintenance of the offset site.

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AL032054E
17/04/2014 $113 CTA

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Year number	Action No	Habitat Zone	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
10	10.10	All	10.9	Identify and allocate resources for ongoing management and continue to implement active ecological management to maintain the offset site.	Dec			Land Manager in consultation with TfN	Ongoing ecological management to maintain and improve the ecological values of the Protection Site in perpetuity.
Beyond year 10		All		Maintain fences and gates around broader offset area in good working order.	Continuous (inspection and management)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded
Beyond year 10		All		Evaluate ground cover biomass and manage using pulse grazing and ecological burning	As required	23.50	ha	Land owner	Maintain an open tussock grassland structure (30% inter-tussock spacing) using fire and pulse grazing, and ensure areas with high levels of dead weeds are subject to biomass reduction.
Beyond year 10		All		Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area.	Feb – Apr, Sept – Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals
Beyond year 10		All		Control all high threat grass / herb weeds before seed set using appropriate methods to ensure existing weed levels, at the minimum, do not increase. Eliminate all woody weeds. Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July – Nov	23.50	ha	Land Owner	Minimise the occurrence of weeds, with no increase in cover of weeds, including high threat weeds, beyond current levels. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.

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AL032054E 17/04/2014 $113 CTA

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Delivered by LANDATA®, timestamp 30/06/2025 16:50 Page 89 of 200

Year number	Action No	Habitat Zone	Required proceeding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
Beyond year 10		All		Undertake monitoring and refine management actions based on results. Identify any new high threat weeds for priority control. Conduct regular site inspections at a frequency to ensure management activities are conducted as required. These inspections will be conducted by the land owner.	Oct–Nov monitoring Site inspections at an appropriate frequency			Land Owner	Land Owner to undertake monitoring as required and site inspections biannually (at a minimum).
Beyond year 10		All		Prepare annual works plan which caters to current conditions and considers site inspections conducted throughout the year.	Nov			Land Owner	Review ecological management and develop a management plan for the following year that will maintain the ecological values on site.

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3.7 Monitoring and Reporting

Net Gain offset sites require a review of the management actions by a qualified ecologist after years 1, 3, 5 and 10 of management. Baseline data will be collected prior to the commencement of management works. The results of these audits will be reported to Trust for Nature and DSE/Council as required. A template for this reporting is provided in Appendix 3 which should also be used for the collection of baseline data at the start of the offset management period.

After the 10 year review the offset site will continue to be managed by the land owner in a manner consistent with the objectives of this plan.

More general supervision/monitoring of the grassland will be undertaken by the Trust for Nature to ensure the grasslands response to management actions produce the desired outcome outlined by this plan. Trust for Nature will visit the site a minimum of four times over the 10 year management period and will liaise with the land owner annually regarding the development of an annual works plan.

The progress of management works will be monitored by the land owner on a regular basis (at a minimum once every 2 months). The land owner will provide a management progress report to Trust for Nature on an annual basis (or more frequently as required).

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ACTIONS

- Engage a qualified ecologist to undertake monitoring of management at the commencement of the offset management period (to provide baseline data) and in years 1, 3, 5 and 10. Reports will be provided after years 1, 3, 5 and 10 to Trust for Nature and DSE/Council as required and will include a review of past works and future planning.
- A minimum of 15 permanent photo points will be established, marked and accurately located by GPS or similar within the offset site. Photo points will be located to adequately characterise the current vegetation condition, and include a range of weed species.
- Within a 5 x 5 m area centred on each photo point the percentage total vegetation cover, percentage cover of inter-tussock space, average height of vegetation and cover of native and exotic life-forms will be recorded.
- The results of the current year's management actions in relation to the annual management objectives will be reviewed by the end of December each year in consultation with Trust for Nature. This requires regular site inspection to determine the progress of pest plat and animal control works. Short inspections by the land owner to monitor management progress will be

AL032054E
17/04/2014 $113 CTA

ADVERTISED PLAN

Delivered by LANDATA®, timestamp 30/06/2025 17:00 Page 91 of 200

completed at least every two months. Input from the Trust for Nature is also required preferably once per annum.

- An annual management review will inform the annual works program. This works program will be prepared by the land owner in consultation with the Trust for Nature by the end of December each year. The plan will be implemented by the land owner and will include achievable management objectives consistent with this management plan. The works program for the coming year will also address issues that may not have been anticipated in formulating this original management plan.

- Annual progress reports will be prepared by the land owner.

3.8 Timing

The time frame of the OMP is 10 years from commencement of management works, in accordance with the Native Vegetation Framework (NRE 2002a). Gains are required to be achieved over this ten year period. The formal commencement of the 10 year management period should start when the offset area has been legally protected.

Reports prepared by a suitably qualified ecologist will be provided after years 1, 3, 5 and 10 to Trust for Nature and to DSE/Council as required, and will include a review of past works and future planning.

The land owner will provide a report on the status of management works to the Trust for Nature on an annual basis.

Prior to works being undertaken each year the annual works program (based on Table 8) should be reviewed. The person undertaking the works should prepare a detailed works program in consultation with Trust for Nature. The works program for the coming year should also address issues that may not have been anticipated in formulating this original management plan.

This management plan should be periodically reviewed during the 10 year management period and modified if necessary. It is suggested that a review of this plan be incorporated in the years 1, 3, 5 and 10 reporting.

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APPENDICES

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AL032054E
17/04/2014 $113 CTA

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AL032054E
17/04/2014 $113 CTA

APPENDIX 1

Flora Species List

A1.1 Species recorded within the 100 ha paddock at 435 McDonnells Road Ombersley by Biosis Research

Australian status:

CR	Critically Endangered (EPBC Act)
EN	Endangered (EPBC Act)
VU	Vulnerable (EPBC Act)

Victorian status:

e	endangered (VBA, 2010)
v	vulnerable (VBA, 2010)
r	rare (VBA, 2010)
L	listed as threatened under FFG Act
#	Native species outside natural range

Noxious weed status:

RP	Regionally prohibited species
RC	Regionally controlled species
RR	Regionally restricted species

Species uncommon in the bioregion (recorded from less than 5% of sites) are highlighted in **bold**

Table A3.1. Flora species (69 native, 40 weeds) recorded from the study area (VBA List T25298).

Status	Scientific Name	Common Name
Rare or Threatened Species		
v	*Comesperma polygaloides*	Small Milkwort
VU,v	*Glycine latrobeana*	Clover Glycine
Native Species		
	Acaena echinata	Sheep's Burr
	Acaena ovina	**Australian Sheep's Burr**
	Agrostis venusta	**Misty Bent**
	Amphibromus nervosus	Common Swamp Wallaby-grass
	***Arthropodium* sp. 3 (aff. strictum)**	**Small Chocolate-lily**
	Arthropodium strictum s.s.	Chocolate Lily
	Asperula conferta	Common Woodruff
	Rytidosperma caespitosa	Common Wallaby-grass
	Rytidosperma carphoides	Short Wallaby-grass
	Rytidosperma duttoniana	Brown-back Wallaby-grass
	Rytidosperma eriantha	Hill Wallaby-grass
	Rytidosperma geniculata	Kneed Wallaby-grass
	Rytidosperma laevis	**Smooth Wallaby-grass**
	Austrostipa nodosa	**Knotty Spear-grass**
	Austrostipa oligostachya	**Fine-head Spear-grass**
	Caesia calliantha	**Blue Grass-lily**
	Calandrinia calyptrata	**Pink Purslane**
	Calocephalus citreus	Lemon Beauty-heads
	Convolvulus angustissimus	Blushing Bindweed
	Convolvulus remotus	Grass Bindweed

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Status	Scientific Name	Common Name
Native Species (cont.)		
	Crassula peduncularis	**Purple Crassula**
	Crassula tetramera	Australian Stonecrop
	Cynoglossum australe	**Australian Hound's-tongue**
	Deyeuxia quadriseta	**Reed Bent-grass**
	Dichelachne crinita	Long-hair Plume-grass
	Dichondra repens	Kidney-weed
	Drosera peltata* subsp. *peltata	**Pale Sundew**
	Eleocharis acuta	Common Spike-sedge
	Eleocharis pusilla	**Small Spike-sedge**
	Epilobium billardierianum	Variable Willow-herb
	Eryngium ovinum	Blue Devil
	Eryngium vesiculosum	**Prickfoot**
	Geranium retrorsum	Grassland Crane's-bill
	Goodenia pinnatifida	**Cut-leaf Goodenia**
	Haloragis heterophylla	Varied Raspwort
	Hydrocotyle sibthorpioides	**Shining Pennywort**
	Hypericum gramineum	Small St John's Wort
	Juncus bufonius	Toad Rush
	Juncus flavidus	Gold Rush
	Juncus subsecundus	Finger Rush
	Lachnagrostis aemula	**Leafy Blown-grass**
	Leptorhynchos squamatus	Scaly Buttons
	Lobelia pratioides	Poison Lobelia
	Lomandra nana	**Dwarf Mat-rush**
	Lythrum hyssopifolia	Small Loosestrife
	Melicytus dentatus	Tree Violet
	Microlaena stipoides var. *stipoides*	Weeping Grass
	Microtis unifolia	**Common Onion-orchid**
	Montia australasica	**White Purslane**
	Oxalis perennans	Grassland Wood-sorrel
	Pentapogon quadrifidus* var. *quadrifidus	**Five-awned Spear-grass**
	Plantago gaudichaudii	Narrow Plantain
	Poa labillardierei var. (Volcanic Plains)	Basalt Tussock-grass
	Poa rodwayi	**Velvet Tussock-grass**
	Poa sieberiana var. *hirtella*	Grey Tussock-grass
	Poa sieberiana var. *sieberiana*	Grey Tussock-grass
	Ranunculus inundatus	**River Buttercup**
	Rumex brownii	Slender Dock
	Schoenus apogon	Common Bog-sedge
	Solenogyne dominii	Smooth Solenogyne
	Thelymitra pauciflora	**Slender Sun-orchid**
	Themeda triandra	**Kangaroo Grass**
	Triptilodiscus pygmaeus	**Common Sunray**
	Utricularia beaugleholei	**Purple Bladderwort**
	Wahlenbergia gracilis	**Sprawling Bluebell**
	Wahlenbergia graniticola	**Granite Bluebell**
	Wahlenbergia luteola	**Bronze Bluebell**

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Status	Scientific Name	Common Name
Introduced Species		
	Acetosella vulgaris	Sheep Sorrel
	Agrostis capillaris	Brown-top Bent
	Aira cupaniana	Quicksilver Grass
	Aira elegantissima	Delicate Hair-grass
	Anthoxanthum odoratum	Sweet Vernal-grass
	Arctotheca calendula	Cape Weed
	Avena barbata	Bearded Oat
	Briza minor	Lesser Quaking-grass
	Bromus hordeaceus subsp. *hordeaceus*	Soft Brome
	Carduus tenuiflorus	Winged Slender-thistle
	Centaurium tenuiflorum	Slender Centaury
	Cerastium glomeratum	Sticky Mouse-ear Chickweed
	Cicendia quadrangularis	Square Cicendia
RC	*Cirsium vulgare*	Spear Thistle
	Cuscuta planiflora	Small-seed Alfalfa-dodder
	Cynosurus echinatus	Rough Dog's-tail
	Erodium botrys	Big Heron's-bill
	Festuca arundinacea	Tall Fescue
	Holcus lanatus	Yorkshire Fog
	Hordeum leporinum	Barley-grass
	Hypochoeris radicata	Flatweed
	Isolepis levynsiana	Tiny Flat-sedge
	Juncus capitatus	Capitate Rush
	Juncus microcephalus	Tiny-headed Rush
	Leontodon taraxacoides subsp. *taraxacoides*	Hairy Hawkbit
	Lolium multiflorum	Italian Rye-grass
	Parentucellia latifolia	Red Bartsia
	Phalaris aquatica	Toowoomba Canary-grass
	Plantago coronopus	Buck's-horn Plantain
	Romulea rosea	Onion Grass
	Rumex crispus	Curled Dock
	Sonchus oleraceus	Common Sow-thistle
	Tragopogon porrifolius	Salsify
	Trifolium angustifolium var. *angustifolium*	Narrow-leaf Clover
	Trifolium campestre var. *campestre*	Hop Clover
	Trifolium dubium	Suckling Clover
	Trifolium spp.	Clover
	Trifolium subterraneum	Subterranean Clover
	Vulpia bromoides	Squirrel-tail Fescue
	Vulpia muralis	Wall Fescue

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APPENDIX 2

A2.1 DSE Net Gain Calculator Output

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AL032054E
17/04/2014 $113 CTA

DSE Gain Calculator

Version 1.2, October 2008

About DSE Gain Calculator

STEP 1 Enter site details

NAME or EOI CODE: Dennis
SITE CODE (number): HZ1
SITE LOCATION/ADDRESS: Birregurra
PROPERTY SIZE: >=10 Ha

STEP 2 Habitat zone code (a-z): A
Zone Type: Offset (Stat Planning)

STEP 3 Select bioregion: Victorian Volcanic Plain

STEP 4
Select EVC: Plains Grassland — BCS: E
If "Other" is selected:
- enter EVC & Standardiser — EVC: Standardiser:
- enter assessed habitat scores manually under STEP 10, based on EVC BCS.

STEP 5 Enter size of habitat zone, to one decimal place: 23.5 ha
(or revegetation area)

STEP 6 Select current land tenure: Freehold

STEP 7 Select current planning controls
- [ ] no entitlement to graze with domestic stock
- [ ] no entitlement to remove trees - alive
- [ ] no entitlement to to remove trees - dead
- [ ] no entitlement to remove dead vegetation
- [ ] no entitlement to remove fallen timber
- [ ] requirement for regular fuel reduction
- [ ] other - please insert

STEP 8 Select proposal type: Remnant patch

STEP 9 Select total patch size class - including adjoining zones: >=20Ha

STEP 11 Choose the appropriate management options as required

- [x] (a) Exclude stock and ensure that weed cover does not increase beyond current levels*
- [x] (b) Retain all standing trees – dead or alive
- [x] (c) Retain all fallen timber/branches/leaf litter
- [x] (d) Eliminate high threat woody weeds & control pest animals
- [ ] (e) Eliminate all identified high threat weeds & control pest animals
- [ ] (f) Supplementary planting
- [ ] (g)
- [ ] (h) Any additional site-specific management actions

If (h) is selected, select management actions from below:
- [ ] Ecological thinning
- [ ] Ecological burning
- [ ] Ecological flooding
- [ ] Other

*For Grassland type EVC's only
Replace management option (e) above with:
High Productivity-Periodic biomass reduction at agreed timing/frequency.
* All grassland management actions must ensure no further weed spread

STEP 10 Current Habitat Score

Attribute	Max	Default	Assessed	Comments
Large Trees	10	na		
Tree canopy cover	5	na		
Understorey	25	10	15	
Lack of weeds	15	7		
Recruitment	10	6		
Organic litter	5	3	5	
Logs	5	na		
Landscape context	25	10	16	
Standardised Habitat Score	100	61		

STEP 12 Gain Scores for Remnant Management

Attribute	Maintenance Gain/ha Calculated	Maintenance Gain/ha Assessed	Improvement Gain/ha Calculated	Improvement Gain/ha Assessed	Comments
Large Trees	na		na		
Tree canopy cover	na		na		
Understorey	7.5		1.25		
Lack of weeds	na		1		
Recruitment	3		1		
Organic litter	2.5		0		
Logs	na		na		
Total	13		3.25		

STEP 13 Choose security arrangement: Registered on-title agreement or crown land equivalent

Standardised Sum Main + Impr Gain/ha	22.10
Prior Mgt Gain/ha	6.1
Security Gain/ha	6.1
Total Gain/ha	34.30

Calculating the total gain

Total Gain (HHa)	8.06

STEP 14 User details

USER NAME:
ORGANISATION:
CONTACT TELEPHONE:
CONTACT EMAIL:

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APPENDIX 3

A3.1 DSE Owner Monitoring and Reporting Form

Land owner of offset site	
Location and address of offset site [1]	
Offset site number (if applicable)	
Offset plan reference number (if applicable)	
Responsible Authority	
Report #	
Signature	
Date	

Please attach a copy of Management Action Table from the Offset Plan with information on which actions have been completed for year/s of this reporting period.

Describe specific monitoring results from surveys undertaken, survival rates of revegetation works, fencing work, success of weed and pest animal control work, successful management tools (i.e. techniques used to control weed species, protection of new plants, monitoring techniques…) and any problems or issues experienced (i.e. new infestation of weed species, storm damage to fencing…).

Provide photographs showing evidence of works.

If any agreed management actions or commitments are incomplete or have not been undertaken in the times specified explain the reasons why and what program of action/s will be undertaken to implement the action. If no action is to be undertaken please explain the reason/s and how the targets specified will be met.

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A3.2 Monitoring results for patches of native vegetation

	Understorey Vegetation	% cover (to nearest 10%)*									
		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
	Total vegetation cover										
	Inter-tussock space**										
Weeds	Woody weeds										
	Herb weeds										
	Grass weeds										
	OVERALL weed cover										
Natives	Native grasses										
	Native forbs										
	Native shrubs (small <1m)										
	Native shrubs (large >1m)										
	Native climbers/scramblers										
	Immature trees (eucalypts)										
	OVERALL native understorey cover										

* cover less than 5% is also noted separately. ** inter-tussock space is the space between perennial grass tussocks and litter that is either bare ground, soil crust or occupied by other native species.

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FIGURES

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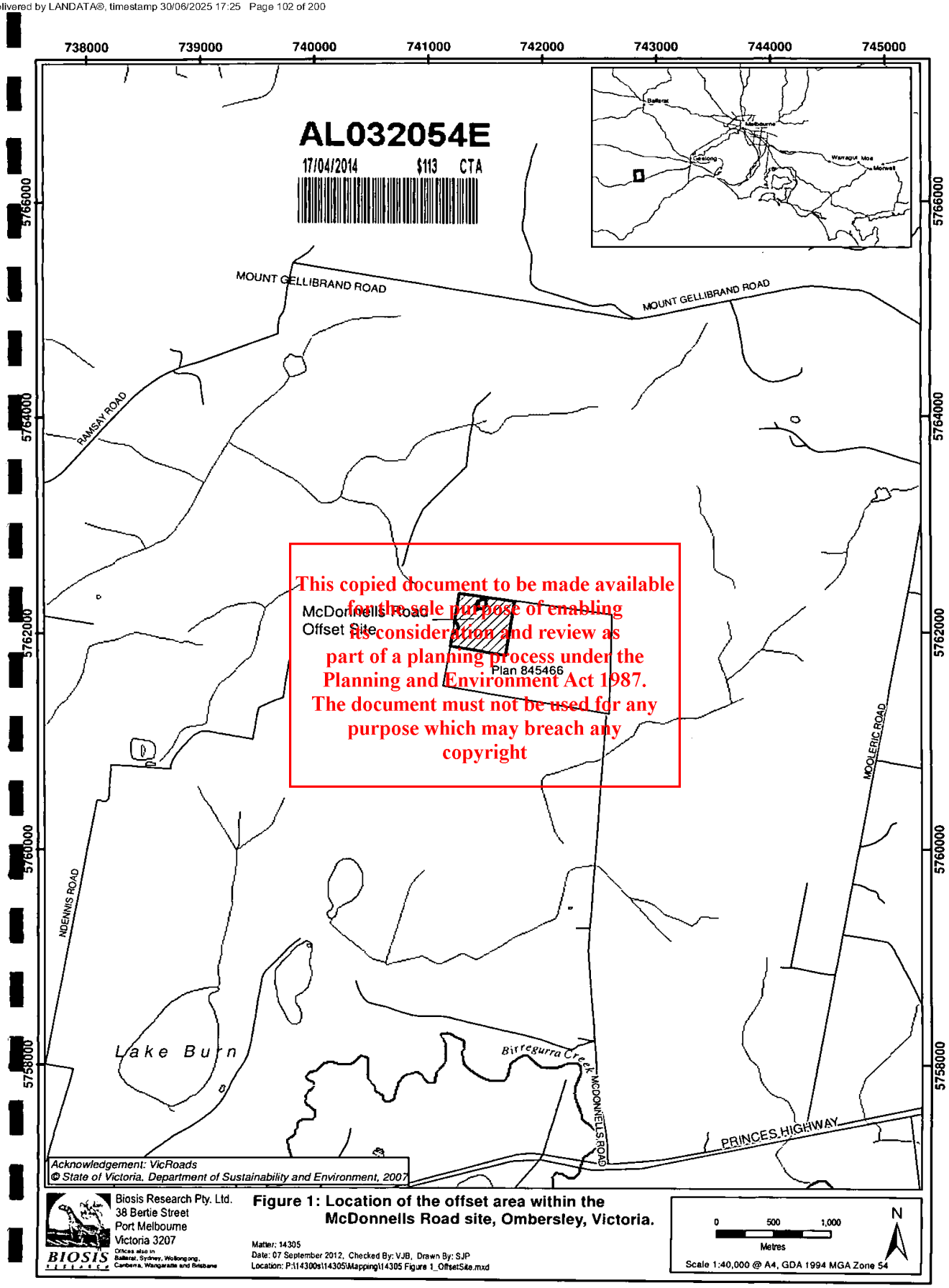

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Biosis Research Pty. Ltd.
38 Bertie Street
Port Melbourne
Victoria 3207
Offices also in Ballarat, Sydney, Wollongong, Canberra, Wangaratta and Brisbane

Figure 1: Location of the offset area within the McDonnells Road site, Ombersley, Victoria.

Matter: 14305
Date: 07 September 2012, Checked By: VJB, Drawn By: SJP
Location: P:\14300s\14305\Mapping\14305 Figure 1_OffsetSite.mxd

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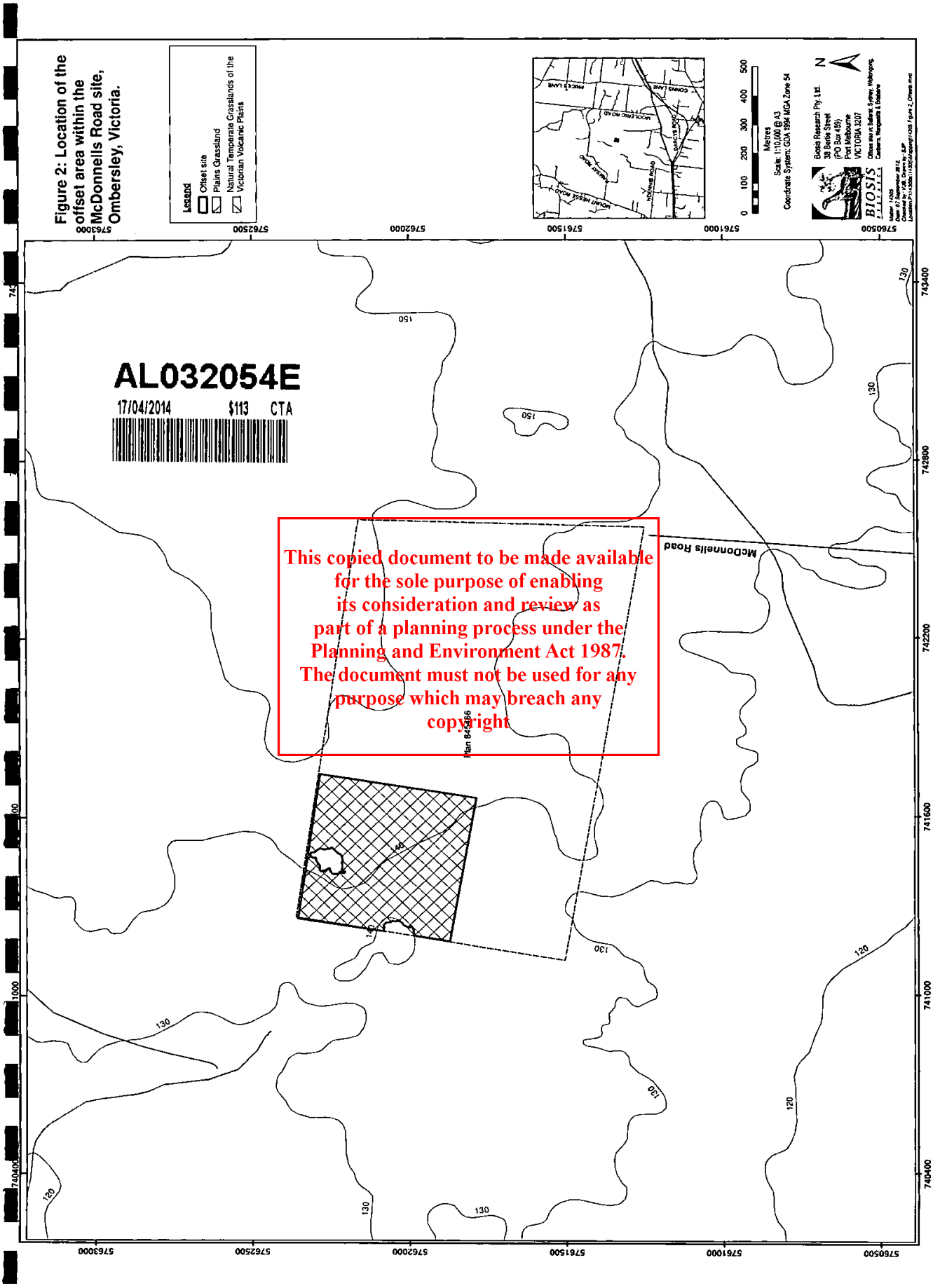

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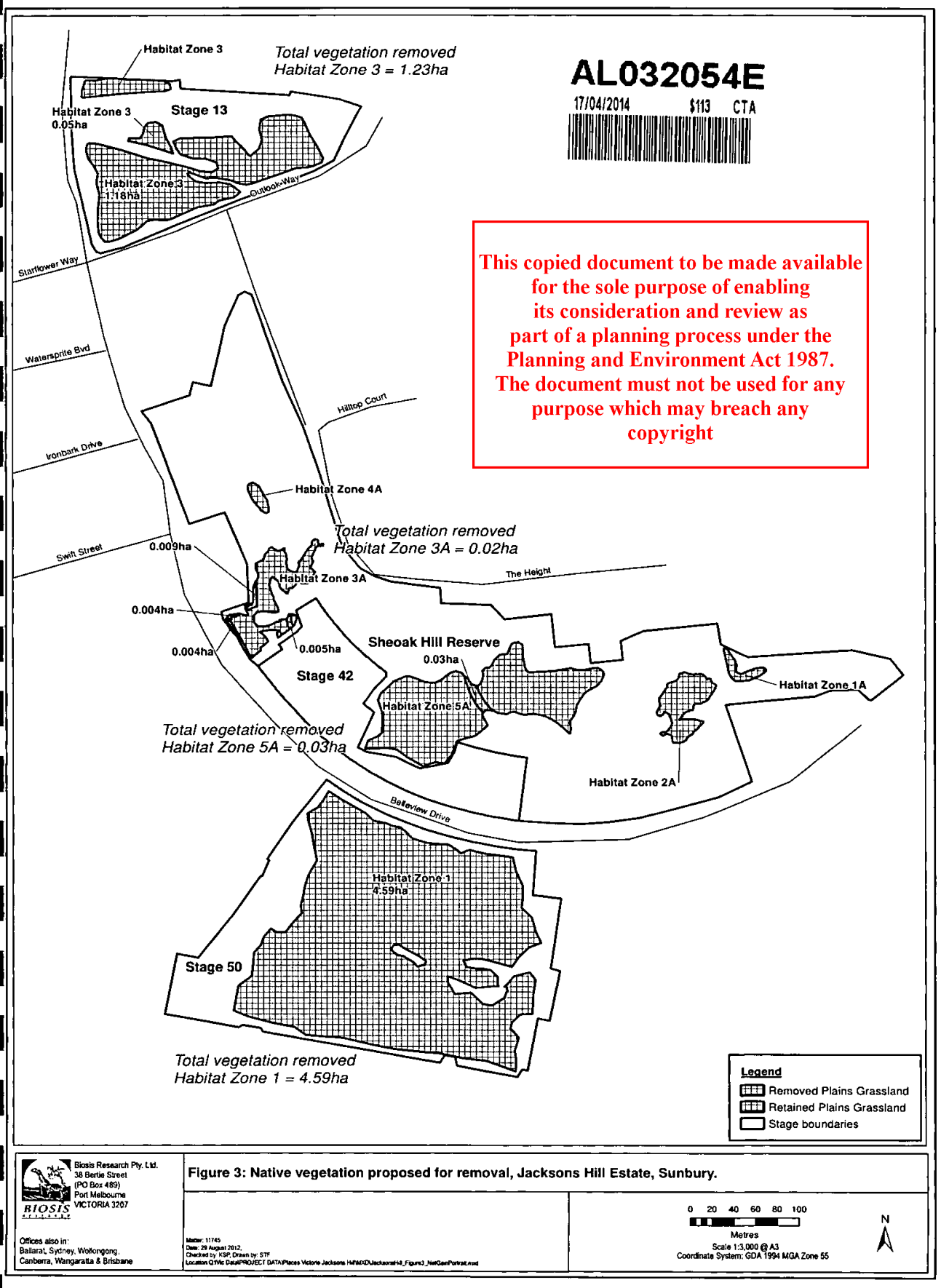

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Port Melbourne
VICTORIA 3207
BIOSIS research

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Figure 3: Native vegetation proposed for removal, Jacksons Hill Estate, Sunbury.

Map: 11745
Date: 29 August 2012.
Checked by: KSP, Drawn by: STF
Location Q:\Vic Data\PROJECT DATA\Places Victoria Jacksons Hill\MXD\Jacksons Hill_Figure3_NetGenPortrait.mxd

0 20 40 60 80 100
Metres
Scale 1:3,000 @ A3
Coordinate System: GDA 1994 MGA Zone 55

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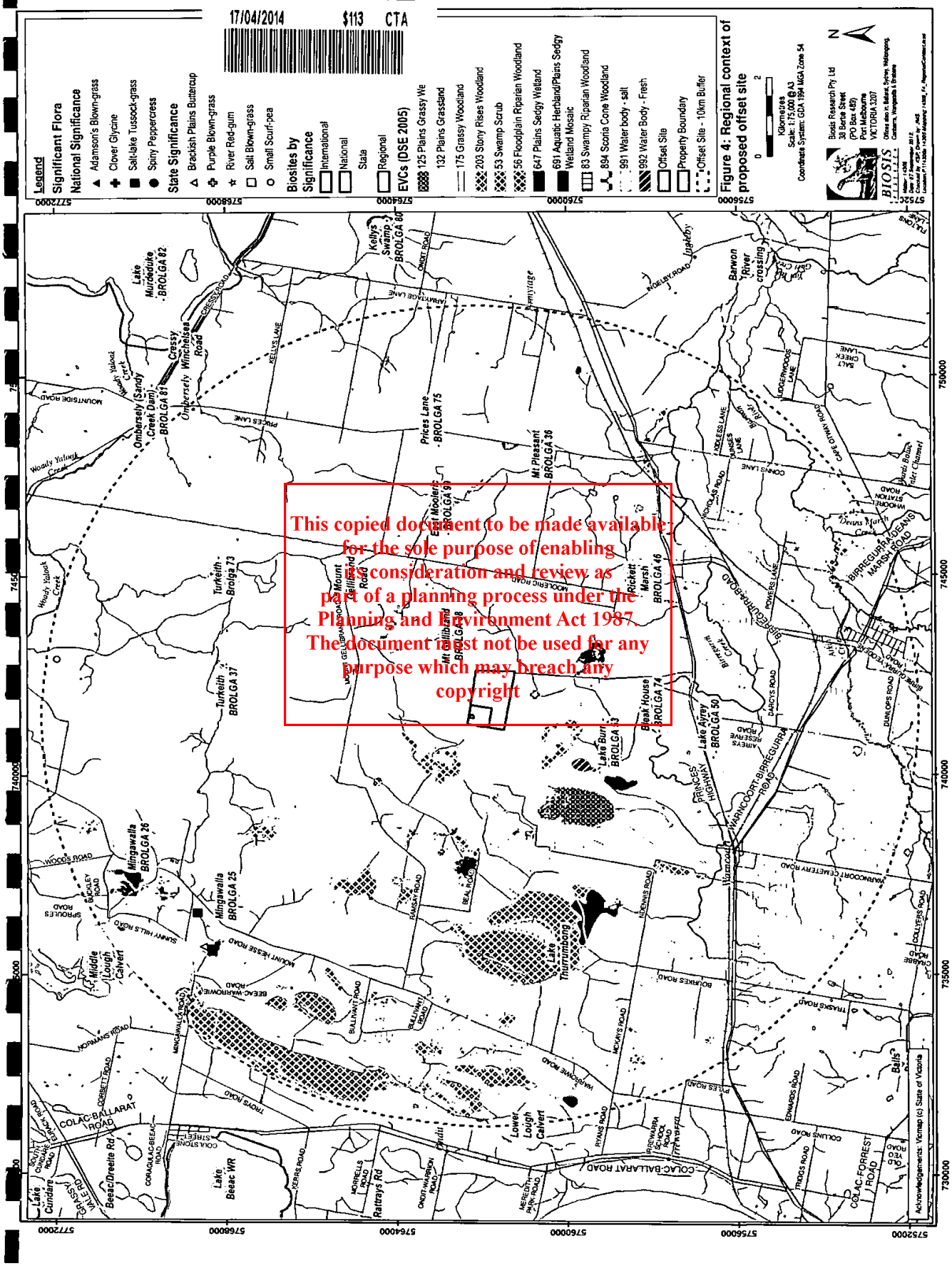
17/04/2014 $113 CTA



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Schedule 4: Compliance Commitments

1. The Owner covenants and agrees that it must submit a report to Trust for Nature within one year after the execution of this Deed, and every year thereafter for a period of ten years after the execution of this Deed, and thereafter at the reasonable request of Trust for Nature.
2. If satisfied that the Owner has implemented the Offset Management Plan for a relevant year and otherwise complied with this Agreement, Trust for Nature will authorise the Owner to submit an invoice and make payments in accordance with the Payment Schedule to the Owner for the relevant year.
3. If the landowner has carried out the obligations of the Offset Management Plan to the satisfaction of Trust for Nature, but a Target is not achieved for reasons out of the control of the Owner, Trust for Nature will not withhold any payment to the Owner.

Payment Schedule to the Owner

Date of Payment to Owner	Payment to Owner payable by the Trust
Initial Payment on Commencement of the Deed (Initial Payment)	$247,560.00
At the end of the first year	$185,670.00
At the end of the second year	$61,890.00
At the end of the third year	$61,890.00
At the end of the fourth year	$61,890.00
At the end of the fifth year	$61,890.00
At the end of the sixth year	$61,890.00
At the end of the seventh year	$61,890.00
At the end of the eighth year	$61,890.00
At the end of the ninth year	$123,780.00
At the end of the tenth year	$247,560.00

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AL032054E
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Schedule 5 - Victorian Offset Management Plan Tier 1-B

Site Identifier: TFN-C0482/002

Expiry date: Ten years from the date of covenant registration.

Assessor: Steve Mueck (Biosis)

Site assessment date: May 2013

1. NET GAIN

Table 1: Assessed potential for increase in the extent and quality of native vegetation

Offset Zone identifier	**TFN-C0482/002/A**
Type	Protection of remnant vegetation
Bioregion	Victorian Volcanic Plain
Ecological Vegetation Class	Plains Grassland (EVC 132)
Conservation status	Endangered
Area (ha)	20.0
Habitat score (0 -1.0)	0.61
Best or remaining 50% of habitat for rare or threatened species	Best 50% of habitat
Conservation significance	Very High
Estimated gain available in habitat hectares	6.86
Number of large trees protected	N/A
Number of very large trees protected	N/A

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AL032054E
17/04/2014 $113 CTA

2. THREATENED SPECIES

Table 2: Rare and threatened species by offset zone

Offset Zone(s)	Species	Action	Habitat Assessment
A	Small Milkwort (*Comesperma polygaloides*)	Rare/threatened species recorded	Best 50% of habitat
A	Clover Glycine (*Glycine latrobeana*)	Rare/threatened species recorded	Best 50% of habitat
A	Striped Legless Lizard (*Delma impar*)	Rare/threatened species recorded	Best 50% of habitat
A	Golden Sunmoth (*Synemon plana*)	Rare/threatened species recorded	Best 50% of habitat

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3. MANAGEMENT TARGETS AND COMMITMENTS

The following on-going land use commitments will be met as part of this Offset Plan:

- Protecting current site quality;
- Retaining fallen logs, branches and leaf litter;
- Retaining all native vegetation, dead or alive;
- Maintaining and increasing the cover and diversity of understorey life forms;
- Maintaining appropriate organic litter cover in grassland areas;
- Eliminating high threat woody weeds (to less than 1% cover);
- Ensuring the cover and extent of other weeds do not increase beyond current levels;
- Maintaining and increasing the recruitment of mature plant species; and
- Exclude stock (unless required as part of the ecological management of the site prior consent has been obtained from Trust for Nature).

The landowner will continue to manage the offset site after the completion of Year 10 as specified in this offset plan, such that:

- Weed cover does not increase beyond the level attained at the completion of Year 10; and
- Pest animals are controlled to the level attained at the completion of Year 10.

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4. MANAGEMENT ACTIONS

A gain in vegetation quality will be achieved over the length of the management plan in the offset site (**Figure 2**) by undertaking the following management actions, outlined in the covenant deed and schedules:

- Excluding stock (unless required as part of the ecological management of the site and prior consent has been obtained from Trust for Nature) through ongoing fencing maintenance;
- Eliminating high threat woody weeds (to less than 1% cover);
- Controlling other weeds to, or below, current levels; and
- Controlling all on-site grazing threats, including pest animals, and all high threats.
- Biomass Management in the form of ecological grazing or ecological burning in consultation with Trust for Nature.

Management actions will be undertaken according to the timeline set out in Table 3 and may be undertaken by the landowner or an experienced contractor engaged by the landowner. These actions will achieve standards for management outlined in up-to-date Department of Environment and Primary Industry (DEPI) BushBroker Information Sheets. Information sheets can be obtained on the DEPI website or by contacting DEPI.

The offset management actions (Table 3) may be reviewed by Trust for Nature. Management actions which are no longer effectively contributing to the Management Targets listed in Section 3 of Schedule 5 may be altered.

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Comments in relation to specific actions:

Weed Management

Weed management will be achieved through the control or elimination of high threat weed species as specified in the plan. All high threat weed species that were assessed to have a significant impact on the native vegetation quality have been included in the management table below. Other weeds including high threat weeds may occur or may appear in the future and it is the landowner's responsibility to eliminate these as they arise.

Biomass Management

Biomass management in the form of pulse grazing with sheep will be conducted at a frequency relevant to the EVC. Different management approaches may be required depending on different grassy vegetation types. Pulse grazing with sheep will be carried out between late summer to early spring where there is a need to reduce cover of native grasses in order to improve the condition of the understory. Stock must be removed should total vegetation cover fall to or below 50%. Biomass management plans must be approved in advance by Trust for Nature.

Biomass management in the form of burning will only take place when there is a need to reduce cover of native grasses in order to improve the condition of the understory; however, no area can be grazed and burnt in the same year. The aim in using fire is to increase diversity whilst ensuring

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biomass is maintained at an appropriate level. Patches within the site should be burnt in different years, no patch should be burnt more than once every 3 years. In general, the most appropriate time to burn is late Autumn to Spring when the weather is mild. Burning plans must be approved in advance by Trust for Nature.

5. MONITORING AND REPORTING

The Landowner undertakes to establish one permanent photo-point in each offset zone across the offset site. Photographs taken from these points will be representative of the vegetation and objectives of the Offset Plan (e.g. areas of high threat weed invasion). Photographs will be taken in October each year and clearly labelled. Each photo will be taken from as near to the same point each year and will use the same direction, trajectory and camera settings as practicable.

The landowner agrees to submit a Trust for Nature Landowner Monitoring and Reporting Form and Photographs to Trust for Nature according to the monitoring and reporting schedule provided in Table 4.

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Figure 2: Offset site showing offset zones

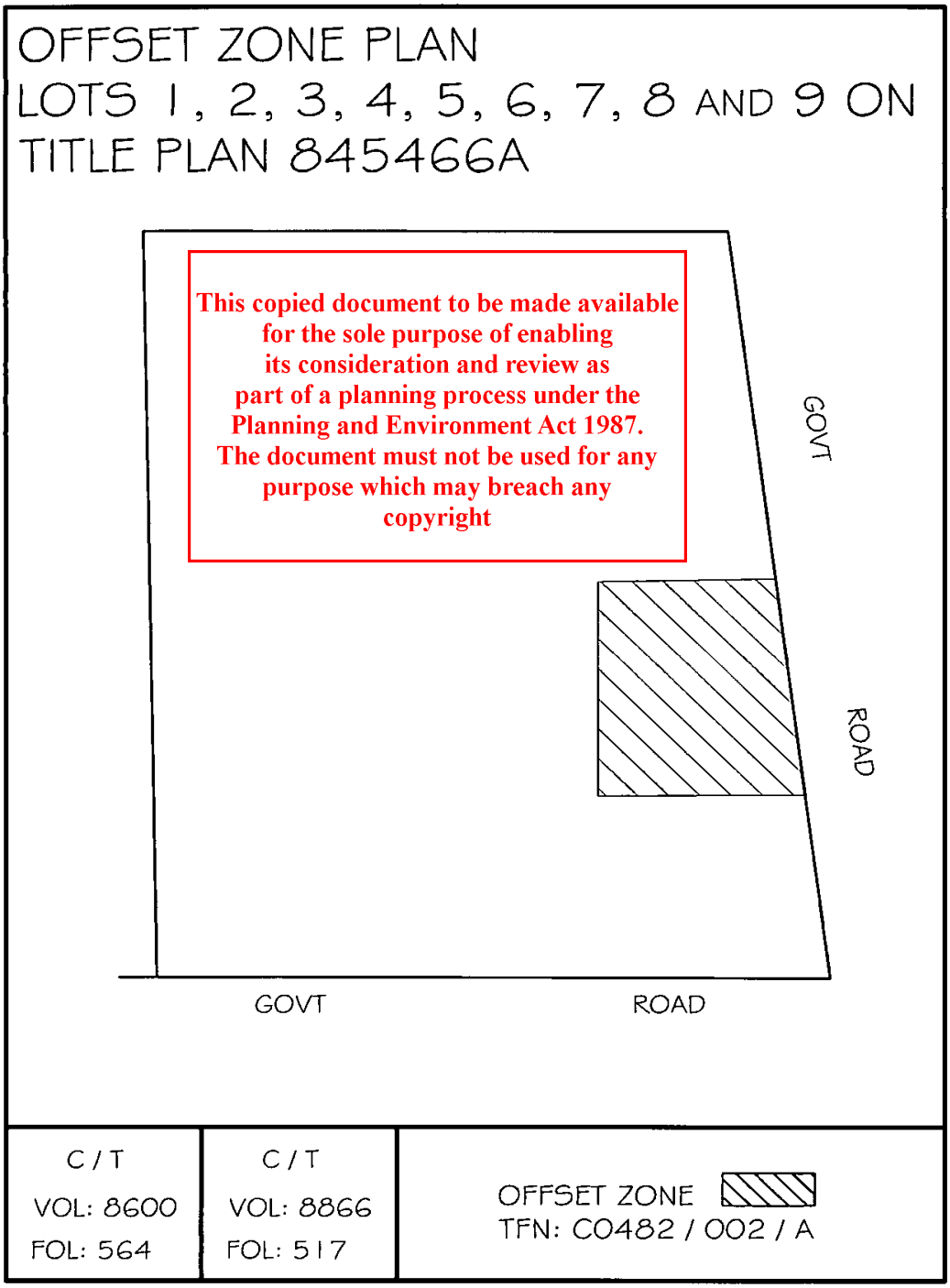

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Table 3: Management actions by year to be undertaken by the landowner

Year	Offset zone	Description of action	Timing	Who will undertake this action?	Standard to be achieved
1		**Stock exclusion:** Monitor and maintain fencing	Continuous	Landowner	No stock present on offset site
1-10		**Stock exclusion:** Ensure all stock remains absent from offset site (unless required as part of the ecological management of the site and prior consent has been obtained from Trust for Nature)	Continuous	Landowner	Stock remains excluded from the offset area
		Woody weed control: There are currently no woody weeds within the offset area	Continuous	Landowner	Maintain the absence of high threat woody weeds within the offset area
		Brown-top Bent: Burn standing dead material. New growth controlled crash grazing by sheep to prevent seed set and herbicide application. Cover at inception: 10%	July-Nov	Landowner	No increase in cover across offset site
		Sweet Vernal-grass: Controlled pulse grazing by sheep to prevent seed set. Spot spraying appropriate herbicide to prevent seeding.	July-Nov	Landowner	No increase in cover across offset site

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Year	Offset zone	Description of action	Timing	Who will undertake this action?	Standard to be achieved
		Cover at inception: 1-5%			
		Oats: Controlled pulse grazing by sheep to prevent seed set. Spot spraying appropriate herbicide to prevent seeding. Cover at inception: 1-5%	July-Nov	Landowner	No increase in cover across offset site
		Rye-grass: Controlled pulse grazing by sheep to prevent seed set. Spot spraying appropriate herbicide to prevent seeding. Cover at inception: 1-5%	July-Nov	Landowner	No increase in cover across offset site
		Toowoomba Canary-grass: Spot spraying appropriate herbicide. Cover at inception: 1-5%	Early Spring	Landowner	No increase in cover across offset site
		Salsify: Spot spraying appropriate herbicide. Cover at inception: <1%	Early Spring	Landowner	No increase in cover across offset site
		Spear Thistle: Spot Spraying appropriate herbicide (prevent flowering). Cover at inception: 1-5%	July-Nov	Landowner	No increase in cover across offset site

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Year	Offset zone	Description of action	Timing	Who will undertake this action?	Standard to be achieved
		New and emerging weed control: Monitor for new and emerging weeds and eliminate any found.	Continuous	Landowner	< 1% cover of new and emerging weeds across offset site
		Rabbit control: Monitor rabbit population and control by fumigating and hand-collapsing warrens and baiting or shooting.	Summer - Winter	Landowner	Negligible rabbit population on offset site
		Hare control: Monitor hare population and control by baiting or shooting.	Summer - Winter	Landowner	Negligible hare population on offset site
		Fox control: Monitor fox population and control by fumigating and hand-collapsing dens and baiting/shooting.	Summer/ Autumn	Landowner	Negligible fox population on offset site
		Other pest control: Monitor for new and emerging pest animal species and control any found	Continuous	Landowner	Negligible populations of new and emerging pest animals
		Biomass Management: Biomass management in the form of grazing will be conducted in consultation with Trust for Nature.	Late Summer-early Winter	Landowner	Ensure that all biomass is maintained to ≤70% cover and that inter tussocks spaces are maintained. A mosaic of age structures should be achieved.

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Year	Offset zone	Description of action	Timing	Who will undertake this action?	Standard to be achieved
		Biomass Management: Biomass management in the form of burning will be conducted if required in consultation with Trust for Nature. No patch is to be burnt more than once every 3 years.	Once every 5 years in Autumn-Spring	Landowner	Ensure that all biomass is maintained at appropriate levels and a mosaic of age structures is achieved.

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Table 4: Landowner monitoring and reporting schedule

Year from commence-ment	Time of year	Monitoring method	Person responsible	Monitoring form due to Trust for Nature
0	Within 3 months of covenant registration	Photo-points set up and baseline photo-point images taken	Landowner	N/A
1	3 months before the Anniversary of Deed registration	Landowner Monitoring Form including baseline and annual photo-points	Landowner	2 months before the 1st Anniversary of Deed registration
2	3 months before the Anniversary of Deed registration	Landowner Monitoring Form and photo-points	Landowner	2 months before the 2nd Anniversary of Deed registration
3	3 months before the Anniversary of Deed registration	Landowner Monitoring Form and photo-points	Landowner	2 months before the 3rd Anniversary of Deed registration
4	3 months before the Anniversary of Deed registration	Landowner Monitoring Form including photo-points	Landowner	2 months before the 4th Anniversary of Deed registration
5	3 months before the Anniversary of Deed registration	Landowner Monitoring Form and photo-points	Landowner	2 months before the 5th Anniversary of Deed registration
6	3 months before the Anniversary of Deed registration	Landowner Monitoring Form and photo-points	Landowner	2 months before the 6th Anniversary of Deed registration
7	3 months before the Anniversary of Deed registration	Landowner Monitoring Form including photo-points	Landowner	2 months before the 7th Anniversary of Deed registration
8	3 months before the Anniversary of Deed registration	Landowner Monitoring Form and photo-points	Landowner	2 months before the 8th Anniversary of Deed registration
9	3 months before the Anniversary of Deed registration	Landowner Monitoring Form and photo-points	Landowner	2 months before the 9th Anniversary of Deed registration
10	3 months before the Anniversary of Deed registration	Landowner Monitoring Form including photo-points	Landowner	2 months before the 10th Anniversary of Deed registration

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Alliance Business Park:
Offset Management Plan for
435 McDonnells Road, Ombersley

Draft Plan

Prepared for VAS Corporation

13 February 2014

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- Department of Sustainability & Environment for access to the Victorian Biodiversity Atlas

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- Stephen Page for mapping

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Alliance Offset Plan

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Planning Permit Number (ID): 713586 (Whittlesea Planning Scheme)

Proponent: MAB Corporation

Address: Level 5, 441 St Kilda Road, Melbourne VIC 3004

Landowner and Permit Holder Statement

Permit Holder

Print Name:

Signature:

Date: 2014

Landowner of Offset Site(s)

Print Name: Bleak House Pty Ltd as trustee for the Bleak House Land Trust

Signature:

Date: /2014

Referral Authority Statement

The native vegetation credits described in this plan provide an offset for the removal of native vegetation specified in this plan to the satisfaction of the Department of Sustainability and Environment.

Print Name:

Position:

Department of Sustainability and Environment

Date: /2014

Referral Authority Statement

The Golden Sun Moth habitat described in this plan provide an offset for the removal of Golden Sun Moth habitat specified in this plan to the satisfaction of the Department of Sustainability, Environment, Water, Population and Communities (DSEWPaC).

Print Name:

Position:

Department of Sustainability, Environment, Water, Population and Communities

Date: /2014

Responsible Authority Approval

This Offset Plan has been approved by City of Whittlesea. This Offset Plan is now endorsed and forms part of Planning Permit No: 713586

Print Name:
Position:

Responsible Authority: City of Whittlesea

Signature:
Date: / 2014

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Date of Commencement:

No modification variation or amendment of this Offset Plan agreed upon by the parties shall be of any force or effect unless such modification, variation or amendment is in writing and has been executed by all parties.

This plan comes into effect as of 2014.

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AL032054E
17/04/2014 $113 CTA

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Contents

Summary **1**

1. Introduction **4**

1.1 Project Background 4
1.2 Objectives 5

2. Part A: Offset Suitability **6**

2.1 Clearing Site Details 6
2.2 Vegetation Approved for Removal 6
2.3 Gain Targets 6
2.4 Description of Offset Site – 435 Mc Donnells Road 11
2.4.1 Golden Sun Moth population 12
2.4.2 Other Threatened species 12
2.4.3 Best or remaining 50% habitat for rare and threatened species 13
2.5 Like-for-like Criteria 13
2.6 Quantification of Gains Available on Offset Site – McDonnells Road 16
2.7 Allocation of Native Vegetation Gains 16

3. Part B: Offset Implementation – 435 McDonnells Road **19**

3.1 Offset Site Details 19
3.2 Strategy for Offset Site 19
3.3 Offset Security and Management Responsibility 19
3.4 Ongoing Land-use Commitments 20
3.5 Management Actions 21
3.5.1 Fencing, information and access control 21
3.5.2 Weed control 22
3.5.3 Pest Animals 24
3.5.4 Biomass / Organic Litter control 25
3.5.5 Understorey Diversity and Recruitment 27
3.5.6 Supplementary Planting and Revegetation 28
3.6 Summary of Offset Gains 28
3.7 Monitoring and Reporting 58
3.8 Golden Sun Moth Monitoring 59
3.9 Timing 59

References **61**

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Delivered by LANDATA®, timestamp 30/06/2025 18:25 Page 123 of 200

AL032054E
17/04/2014 $113 CTA

Appendices 62
Appendix 1 63
Appendix 2 66
Appendix 3 68
Appendix 4 69
Figures 70

List of Figures

Figure 1: Location of the Alliance Business Park, O'Herns Road Epping 71
Figure 2: Location of patches of native vegetation and remnant indigenous trees within Alliance Business Park, O'Herns Road Epping 72
Figure 3: General location of the offset site, 435 McDonnells Road, Ombersley 73
Figure 4: Location of the offset site within the 100 ha paddock at 435 McDonnells Road, Ombersley 74
Figure 5: Baseline GSM survey results for Birregurra Offset Site (from Ecology Patners 2010, BL&A 2011). 75

List of Tables

Table 1: Summary of proposed losses of patches of native vegetation 7
Table 2: Summary of proposed losses of scattered trees 8
Table 3: Gain targets for clearing remnant patches (habitat hectares and LOTs). 8
Table 4: Gain targets for clearing scattered trees. 9
Table 5 EPBC Act Offset Requirements. 9
Table 6: Determination of best/remaining habitat for rare or threatened flora species within the Ombersley offset site. 14
Table 7: Meeting like-for-like criteria for clearing a remnant patch 15
Table 8: Quantification of offset gains available – protection and management of a remnant patch. 17
Table 9: Allocation of native vegetation gains for clearing a remnant patch 18
Table 10: High threat weeds for priority control (Biosis Research 2012b). 23
Table 11. Requirements and limit of grazing activities within the offset area. 26
Table 12: Management plan actions and timing for offsets on the McDonnell Road, Ombersley offset site. 30

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AL032054E
17/04/2014 $113 CTA

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Summary

Biosis Pty. Ltd. was commissioned by MAB Corporation to prepare an Offset Management Plan (OMP) for 435 McDonnells Road, Ombersley.

The offset area meets the quantity and quality requirements for an offset of **0.45 habitat hectares** of Very High conservation significance Plains Grassland under Victoria's Native Vegetation Framework (the 'Framework') (NRE 2002) and 20 hectares of high quality occupied Golden Sun Moth *Synemon plana* habitat as part of a prescribed offset measure required to satisfy the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) under referral 2012/6298.

Specifically this plan addresses the approval under the EPBC Act for MAB to establish a mixed industrial and commercial development at 275 O'Herns Road Epping as outlined under referral 2012/6298. Under the conditions of approval Condition 12 is relevant to the offsets provided. This condition reads as follows;

12. At least two months prior to commencement of construction, the person taking the action must prepare and submit to the Minister for approval, an offset management plan. The offset management plan must be approved by the Minister and then implemented before commencement of construction. At a minimum, the plan must include:

a. commitments that the person taking the action will offset the impacts to the critically endangered Golden Sun Moth (Synemon plana) with the protection of at least 20 hectares of land at the Bin Egurra property and at least 160 hectares of land at the Ninyuenook Road property;

b. base line data and other supporting evidence that demonstrates both proposed offset sites contain a viable (breeding) Golden Sun Moth population;

c. detailed information about the Golden Sun Moth population at each proposed offset site;

d. illustrations and maps that clearly define the location and boundaries of the offset sites. This must be accompanied with the offset attributes and a shapefile for each offset site;

e. detailed information, including proposed commitments and timelines regarding management arrangements that will be undertaken at each offset site, as soon as it is purchased and then into the future to ensure the ongoing rehabilitation and improvement of each site. This should include all recommended habitat management measures identified in EPBC Act policy statements and papers;

f. commitments that demonstrate how the offset sites will be protected in perpetuity (i.e. Trust for Nature covenant);

g. information and commitments about monitoring and reporting in the improvements in habitat condition of the offset site and the status of the Golden Sun Moth population; and

h. information that demonstrates the proposed offset sites are consistent with the principles of the EPBC Act Environmental Offsets Policy (October 2012).

The conditions provided under this approval and the relevant sections of this plan that address these conditions are outlined in **Table A** below.

This OMP requires that some land use rights are relinquished and that management actions have the primary objective aimed at conservation of Golden Sun Moth. In practical terms active ecological management of the native vegetation (Plains Grassland) will simultaneously provide for the habitat requirements of Golden Sun Moth. The management considers both the requirements of the Framework and key management issues identified for the EPBC Act listed Golden Sun Moth (Biosis Research 2011).

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AL032054E
17/04/2014 $113 CTA

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Table A: Condition of approval under Referral 2012/6298 and relevant sections of the plan that address these conditions

Condition	Relevant Section of this OMP
12 a	Section 1.2 and the OMP as a whole
12 b	Section 2.4.1
12 c	Section 2.4.1 and Figure 5
12 d	Section 2.4 and Figure 3 and 4
12 e	Section 3.6 and Table 12
12 f	See below, Sections 3.3, 3.4 and 3.5
12 g	Section 3.7 and 3.8
12 h	Section 2.2, Table 5 and Appendix 4

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The offset area will be protected with a Trust for Nature covenant.

This OMP details the management actions to achieve the habitat improvement gains required over a ten year period. Gains generated by the protection and management of the offset area are summarised in the table below. These are described in more detail throughout the OMP.

The responsibility of vegetation management works lies with the offset land owner with assistance from Trust for Nature (Victoria).

The land owner will report annually over the initial 10 year management period to Trust for Nature regarding the progress of management works and will liaise with Trust for Nature to develop annual works plans for each coming year.

A qualified ecologist will be engaged by the land owner to monitor the implementation of the offset management plan and to produce a report on the condition of the offset management site to be provided to the Trust for Nature at the end of years 1, 3, 5 and 10.

As a primary function of the offset area is to provide an offset under the EPBC Act Environmental Offsets Policy for impacts to Golden Sun Moth, monitoring of the occurrence of this species within the offset site is required, with monitoring reports submitted to both TfN and DSEWPaC. As the species is known to occur at the offset site and active management is expected to improve the condition of this habitat, monitoring the population of GSM every second year is appropriate.

Trust for Nature will review ecological monitoring and management work reports and provide feedback to the land owner with regard to their performance of meeting the requirements of the OMP.

The offset site will be permanently protected, and the quality of the site maintained by the land owner in perpetuity, to the standards reached at the end of the 10 year management period covered by this OMP. This OMP will be reviewed by a qualified ecologist at the end of the 10 year management period and updated if/as required.

Funding for achieving the habitat hectare gains outlined in this OMP has been agreed between the land owner and MAB Corporation. Funding will be held by the Trust for Nature and paid to the land owner over the 10 year management period as per the land owner agreement. This will include agreed funding for

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AL032054E
17/04/2014 $113 CTA

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anticipated ongoing management required to maintain the offset site in perpetuity, beyond the initial 10 year management period.

Management issues	Actions
Ongoing offset security	• Covenant under the Victorian Conservation Trust Act 1972.
Survey and monitoring	• Ecological monitoring of vegetation condition by a qualified ecologist (Section 3.7). • Supervision and monitoring of site management by the Trust for Nature (Section 3.7). • Monitoring and reporting on GSM population every second (even numbered) year (Section 3.8). • Results of GSM monitoring surveys will be compared to baseline survey data collected in 2009 by Ecology Partners and in 2010/11 by BL&A (2011).
Grazing	• Maintaining inter-tussock spaces through prescribed biomass control works predominantly through the use of pulse grazing (Section 3.5.4). • Sheep grazing regime using high number of sheep over a short period with the objective of managing total plant biomass. Exclude all domestic stock grazing between August 1st and January 31st (Section 3.5.4). • The permanent removal of existing rights to graze any domestic stock with the exception of sheep. Grazing by cattle, horses, goats etc. will be excluded by the covenant (Section 3.5.4).
Fire	• Undertake ecological burning to reduce biomass and promote species diversity of grassland forbs, as described in this plan and in accordance with required safety procedures and assessment (Section 3.5.4).
Soil disturbance	• Control pest animals such as rabbits, hares and foxes to a standard exceeding existing legal requirements (Section 3.5.3). • Restrict site access by maintenance of fencing and gates (Section 3.5.1).
Exotic plant invasion / Herbicide application	• Undertake weed control works to lower the total cover of weeds from the current level (15% cover) to less than 10% comprising < 5% cover for perennial grassy weeds and < 2% cover for broadleaf weeds over a ten year period (Section 3.5.2, Table 10); • Engage a qualified vegetation management contractor with experience in grassland vegetation to use herbicide for weed control where required. Exclude herbicide application outside of these works. • Target the control of existing high threat weeds as well as any future high threat weeds which may colonise the site (Table 10).
Fertiliser addition	• Prevent application of any fertiliser and prevent exotic pasture improvement activities (Section 3.3 and 3.4).

As the management of the site will be assured by this plan, MAB will accrue the excess native vegetation credits associated with prior management and increased security (1.99 hha) which can be registered on Victoria's Native Vegetation Credit Register as part of the implementation of this OMP.

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1. Introduction

1.1 Project Background

Biosis Pty Ltd was commissioned by MAB Corporation to prepare an Offset Management Plan (OMP) for the development of Alliance Business Park, 275 O'Herns Road Epping (Figure 1).

An ecological assessment of the Alliance Business Park site, including a habitat hectare assessment, is documented by Biosis Research (2012a). That report provides the basic ecological information to support this OMP and identified eight remnant patches of native vegetation and five scattered trees (Figure 2).

A Planning Permit application has been lodged for the industrial subdivision (713586). Clearing associated with the development of the subdivision is currently being assessed by the Department of Environment and Primary industry (DEPI) and the City of Whittlesea as part of the development approvals process. The development has also been assessed and approved by the Department of Sustainability, Environment, Water, Population and Communities (DSEWPaC) under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) through referral 2012/6298.

The plans submitted to council would result in clearing of 0.693 hectares of native vegetation including 0.08 ha of Plains Grassy Woodland and the associated loss of 21 large Old Trees (LOTs), 0.603 ha of Plains Grassland and 0.01 ha of Creek-line Tussock Grassland. The subdivision would also result in the loss of five scattered trees including two Large Old trees (LOTs) and four Medium Large Old trees (MOTs). It will also result in the loss of approximately 50 ha of Golden Sun Moth *Synemon plana* (GSM) habitat which includes habitat associated with remnant native vegetation and the broader areas of degraded treeless vegetation dominated by Chilean Needle-grass *Nassella neesiana*.

No on-site habitat hectare or large old tree offsets are proposed.

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Offsets for the proposed development are prescribed by both state (DEPI) and federal (Department of Sustainability, Environment, Water, Population and Communities) regulators. The habitat hectare (hha) offsets prescribed under Victoria's Native Vegetation Management Framework amount to **0.45 hha**. Offsets proposed under the EPBC Act include the protection of 20 ha of GSM habitat from the Victorian Volcanic Plains (VVP) Bioregion and 160 ha of GSM habitat from the Victorian Riverina Bioregion.

The habitat hectare and GSM (VVP) offsets are proposed to be sourced from 435 McDonnells Road, Ombersley (Figure 3). This will involve protection and active ecological management of 20 ha of a high quality remnant of the Ecological Vegetation Class (EVC) Plains Grassland (EVC 132) known to support a significant population of GSM. Offsets prescribed from the EPBC Act and the Framework will be generated concurrently from the protection of the defined 20 ha offset site (Figure 4).

The remaining offsets prescribed under referral 2012/6298 and the Framework need to be sourced from other, external offset areas. This is proposed to be sourced from a number of options including protection of the Ninyuenook Grassland (Biosis 2013) and sourcing large old tree offsets through Bush Broker, Trust for Nature or other authorised offset providers.

The overall development will be conducted in a number of stages and losses will therefore occur progressively.

Alliance Business Park is within the Victorian Volcanic Plain (VVP) Bioregion (www.depi.vic.gov.au).

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As the management of the site will be assured by this plan, MAB will accrue the excess native vegetation credits associated with prior management and increased security (1.99 hha) which can be registered on Victoria's Native Vegetation Credit Register as part of the implementation of this OMP.

1.2 Objectives

The objectives of this plan are to:

- Identify 20 ha within 435 McDonnells Road Ombersley that is nominated as a Federal and Net Gain offset site, and:
  - To provide an offset plan to the satisfaction of DEPI and the endorsement of the Whittlesea City Council;
  - To provide an offset plan to the satisfaction of the federal Department of Sustainability, Environment, Water, Population and Communities (DSEWPaC);
  - To contribute a vegetation 'gain' in accordance with the principles of the Framework (NRE 2002);
  - To contribute a vegetation 'gain' that is consistent with the appropriate management of Golden Sun Moth habitat (Biosis Research 2011);
  - To contribute a gain in the protection of habitat for Golden Sun moth in a manner consistent with the EPBC Act Environmental Offsets Policy; and
  - Identify the necessary management actions to protect and improve the quality of native vegetation and fauna (GSM) habitat within the offset site.

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2. Part A: Offset Suitability

2.1 Clearing Site Details

Landowner of clearing site	MAB Corporation
Location and address of clearing site	Alliance Business Park, 275 O'Herns Road Epping
Local Government Area	City of Whittlesea
Catchment Management Authority	Port Phillip and Western Port
Responsible Authority	Department of Sustainability and Environment
Permit applicant	MAB Corporation
Planning Permit Number (ID)	713586
Date Approved	23 August 2012

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2.2 Vegetation Approved for Removal

Vegetation removal has been approved under Permit 713586. Vegetation proposed for removal is described in the flora and fauna assessment (Biosis Research 2012a) and provided below in Table 1 and Table 2.

2.3 Gain Targets

Offsets prescribed under the EPBC Act amount to the protection and management of Golden Sun Moth habitat within the VVP (20 ha) and Victorian Riverina (160 ha). This plan outlines the prescribed federal offsets within the VVP.

Vegetation losses and offset requirements prescribed under the Framework are also for the VVP Bioregion.

State prescribed habitat hectare offsets and all of the federal offsets prescribed for the VVP will therefore be generated concurrently.

The offset requirement as specified in accordance with the Framework (NRE 2002) and the Port Phillip and Westernport Native Vegetation Plan (PPWCMA 2006) are outlined in Table 3 and Table 4, and comprise:

- 0.428 habitat hectares (hha) of Very High Conservation Significance (VHCS) Plains Grassland (EVC 132);
- 0.03 hha of High Conservation Significance (HCS) Plains Grassy Woodland (EVC 55)
- The protection of 8 Large Old Trees (LOTs) (and associated recruitment of **40 new trees**) for the loss of LOTs within patches;
- Offsets for loss of scattered trees, through either protection of **8** Large Old Trees, **6** Medium Large Old Trees (MOTs) and the recruitment of **100 new trees**, or the recruitment of **420 new plants**.

Or through Trading Up:

- **0.45 hha** of Very High Conservation Significance (VHCS) vegetation (Plains Grassland).

The tree protection and recruitment offsets need to be sourced at an additional, off site offset area.

Consistency with the EPBC Act offsets policy is outlined in Table 5.

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Table 1: Summary of proposed losses of patches of native vegetation

Habitat Zone	1	2	3	4	5	6	7	8	TOTALS
Bioregion	Victorian Volcanic Plain								
EVC name	PGW	PG	PG	PG	PG	CTG	PG	PG	
EVC Bioregional Conservation Status	Endangered	Endangered	Endangered	Endangered	Endangered	Endangered	Endangered	Endangered	
HABITAT SCORE (/100)	24	32	43	37	37	24	37	24	
Habitat Zone area to be cleared (ha)	0.08	0.12	0.15	0.18	0.06	0.01	0.003	0.08	0.693
HABITAT HECTARE LOSS (hha)	0.02	0.04	0.06	0.07	0.02	0.003	0.001	0.02	0.234
Conservation Significance Conservation Status x Hab Score	High	High	Very High	High	High	High	High	High	
Conservation Significance Threatened Species Rating*	NA	Very High#	Very High#	Very High#	Very High#	Very High*	Very High#	Very High#	
Conservation Significance Other Site Attribute Rating	Not Applic.	Not Applic.	Not Applic.	Not Applic.	Not Applic.	Not Applic.	Not Applic.	Not Applic.	
Conservation Significance Overall Conservation Significance	High	Very High	Very High	Very High	Very High	Very High	Very High	Very High	
Net Outcome Ratio	1.5	2	2	2	2	2	2	2	
Gain target (hha)	0.03	0.08	0.12	0.14	0.04	0.006	0.002	0.04	0.458
LOTs to be removed in each habitat zone	2	0	0	0	0	0	0	0	2
Tree protection multiplier	4	4	4	4	4	4	4	4	
Large Old Trees to be protected	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**

Note: Full numbers are used for calculations, however values shown are rounded for reporting purposes. Values for each quality zone are rounded to 2 decimal places.
*# = Best 50% of habitat for Golden Sun Moth; * = Best 50% of habitat for Ballion's Crake*

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Table 2: Summary of proposed losses of scattered trees

Bioregion	Pre-1750 EVC #: Name	Bioregional Conservation Status	Conservation Significance	Tree Size Class			
				VLOT	LOT	MOT	SV
Victorian Volcanic Plain	Plains Grassy Woodland	Endangered	High	0	2	3	0

Table 3: Gain targets for clearing remnant patches (habitat hectares and LOTs).

Target No.	Conservation significance (CS)/Habitat Zone	EVC #: Name	Min Habitat score for target*	Other Like-for-like requirements	Area of loss (#ha)	Habitat hectare loss	Net outcome ratio	Net Gain Offset	Large Tree Protection Target		
									Total LOTs Lost	Protection multiplier protect/recruit	LOTs to be protected^ and recruitment
Very High Conservation Significance											
VH1	HZ 2 - 8	132: Plains Grassland	39	Best 50% of habitat for Golden Sun Moth	0.603	0.211	2	0.422	0	4/20	0
VH2	HZ 6	654: Creekline Tussock Grassland	22	Best 50% of habitat for *Ballion's Crake*	0.01	0.003	2	0.006	0	4/20	0
High Conservation Significance											
H1	HZ 1	55: Plains Grassy Woodland	18	Plains Grassy Woodland or VH significance vegetation in VVP Bioregion	0.08	0.02	1.5	0.03	2	4/20	8/40
	TOTAL				**0.693**	**0.234**		**0.458**	**2**		**8/40**

** Based on the quality objectives for the offset specified in Table 6 of the Framework (NRE 2002).*

^ To be considered protected, twice the canopy diameter for a tree must be fenced and protected from adverse impacts.

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Table 4: Gain targets for clearing scattered trees.

					Tree Protection			Recruit Only	
Target No. (Habitat Zone)	Pre 1750 EVC	Conservation Significance	Tree Size	# Trees to be removed	Multiplier Pro/Rec	Offset Total*	Recruit	Multiplier	Offset Total
H1	Plains Grassy Woodland	High	LOT	2	4/20	**8**	40	120	240
H2	Plains Grassy Woodland	High	MOT	3	2/20	**6**	60	60	180
		TOTAL number of plants to be recruited				**14**	**100**		**420**

** To be considered protected, twice the canopy diameter for a tree must be fenced and protected from adverse impacts. It has not been assumed that protection of a tree will generate five recruits as per the requirements of the PPWP Native Vegetation Plan.*

Table 5: Compliance with EPBC Act Offset Requirements.

EPBC Act Offset Principles	Current offset Site
Deliver an overall conservation outcome that improves or maintains the viability of the aspect of the environment that is protected by national environment law and affected by the proposed action	The protection of 20 ha of land at Birregurra is part of an offset package which includes an additional 160 ha of land at Ninyuenook. This package provides protection and ongoing improvement of habitat for this species across different parts of its range. It also protects habitat away from Melbourne which is the subject of a targeted habitat protection program in association with Melbourne's expanded urban growth boundary.
Be built around direct offsets but may include other compensatory measures	Habitat protection and management to improve habitat is a direct offset

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Be in proportion to the level of statutory protection that applies to the protected matter	Entering the offset site data into the Environmental Offset Assessment Guide indicated that the offset package is in proportion to the level of statutory protection that applies (Appendix 4).
Be of a size and scale proportionate to the residual impacts on the protected matter	The Birregurra offset contributes to an overall offset package which protects 180 ha of habitat for an impact of 46 ha (i.e. nearly 4x the area of habitat lost).
Effectively account for and manage the risks of the offset not succeeding	The offset is subject to this OMP and will be protected by a Trust for Nature Covenant established *Victorian Conservation Trust Act 1972*. The property will be managed by the land owner under supervision of the Trust for Nature and audit by an independent ecologist.
Be additional to what is already required, determined by law or planning regulations or agreed to under other schemes or programs (this does not preclude the recognition of state or territory offsets that may be suitable as offsets under the EPBC Act for the same action, see section 7.6)	No offsets for Golden Sun Moth are prescribed under any State or Local Government offset prescriptions. While the offset provided concurrently provides for the State prescribed habitat hectare offsets, the total package of protected land is significantly in excess of those requirements (i.e. The GSM offset package provided by the protection of the Birregurra and Ninyuenook offset areas totals 180 ha whereas State prescribe offsets only target Plains Grassland and would only require the protection of 1.3 ha).
Be efficient, effective, timely, transparent, scientifically robust and reasonable	The offsets will be actively managed by the landowner under this OMP, under the supervision of the Trust for Nature and with input from an independent ecologist. The overall offset package protects 180 ha of habitat for an impact of 46 ha (i.e. nearly 4x the area of habitat lost).
Have transparent governance arrangements including being able to be readily measured, monitored, audited and enforced.	Governance includes supervision by the Trust for Nature, audit by an independent ecologist, and reporting to MAB Corporation and DSEWPaC.

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2.4 Description of Offset Site – 435 Mc Donnells Road

The offset area (20 ha) is located at 435 McDonnells Road, Ombersley. The site is approximately 50 km southwest of Geelong and 18 km northeast of Colac (Figure 3). The property is currently zoned Farming Zone and is not covered by any overlays relating to biodiversity or inundation. The land is managed by James and Claire Dennis who also hold broader areas of farmland in this area. The site is currently used for domestic stock grazing.

The offset area assessed is part of a broader, approximately 100 ha paddock (Figure 4). The paddock is largely dominated by Plains Grassland (EVC 132) in relatively uniform condition and also supports smaller patches of Plains Grassy Wetland (EVC 125). Both EVCs are endangered within the VVP Bioregion. Areas of Plains Grassland also fit the definition criteria of the EPBC Act listed threatened community Natural Temperate Grassland of the VVP. The paddock is fenced to control stock movements between the balance of the Dennis property and other adjacent properties.

The proposed offset area (the area subject to this OMP) lies within the north east of this paddock (Figure 4). The offset area is identified as a single habitat zone which will be managed to provide the habitat hectare offset gains (NRE 2002) and the GSM habitat protection offsets (Referral 2012/6298) prescribed for development of Alliance Business Park, 275 O'Herns Road Epping.

A detailed description of the flora, habitat hectare and significant fauna values within the 100 ha paddock is included in Biosis Research (2012b) which identifies a total of 72 indigenous and 39 introduced plant species. This species list is included in Appendix 1. While this report focuses on the north western corner of the 100 ha paddock, past inspections by Biosis indicate that the paddock is relatively uniformly covered by high quality Plains Grassland. Other reports identifying the extent of native grassland include Brett Lane & Associates (2011) and Trust for Nature (no date).

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The Trust for Nature has recorded over 20 additional native species from this area including a number of orchids and lilies (Trust for Nature no date). The record of Golden Moths *Diuris lanceolata* s.l. is of interest as this may represent a threatened species such as Golden Cowslips *Diuris behrii* or Small Golden Moths *Diuris basaltica*.

The offset site is also located in the vicinity (within 10 km) of a number of other significant species, biosites and areas of native vegetation (Figure 4).

The study area has never been cultivated or subject to pasture improvement or fertilizer application (James Dennis pers. comm. and authors pers. obs.). However, at present pasture improvement activities and fertiliser application remain existing rights for this land.

The distribution of Golden Sun Moth (GSM) records within the 100 ha paddock is described by Ecology Partners (2010) and Brett Lane & Associates (2011).

A description of the Plains Grassland (EVC 132) present is as follows:

Plains Grassland EVC 132

Plains Grassland within the study area is variously dominated by Kangaroo Grass *Themeda triandra*, wallaby-grasses *Rytidosperma* spp. and spear-grasses *Austrostipa* spp. While a number of herbaceous species occupied the various inter-tussock spaces, the diversity of the ground layer at the time of assessment included few obvious species. Species observed during the Biosis Research (2012b) inspection include Sheep's Burr *Acaena echinata*, Grassland Wood-sorrel *Oxalis perennans*, Scaly Buttons *Leptorhynchos squamatus*, Lemon Beauty-heads *Calocephalus citreus*, Common Woodruff *Asperula conferta*, Kidney-weed *Dichondra repens*, Varied Raspwort *Haloragis heterophylla*, and Small St John's Wort *Hypericum gramineum*. However this area of grassland is known to support a wide range of other geophytes and herbs which were dormant at the time of this inspection (Trust for Nature no date and author pers. obs.).

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The offset site was identified as the EPBC listed community Natural Temperate Grassland of the VVP (Figure 4). As per DSEWPaC's guidelines for the definition of the community (DSEWPAC 2011), the perennial tussock cover at the site is dominated by native species that represent more than 50% of the cover (60% of total vegetation cover of the site) and the non-grassy weed cover is less than 30% of the ground cover (assessed as less than 15% of the total vegetation cover of the site). As the assessment of the offset site was undertaken in autumn, the cover of native forbs during spring-summer can not be provided. However at the time of assessment, native forbs contributed to approximately 30% total cover of the vegetation on site.

Native forb species recorded or known to occur at the site include Small Milkwort Comesperma polygaloides, Clover Glycine *Glycine latrobeana*, Sheep's Burr *Acaena echinata*, Australian Sheep's Burr *Acaena ovina*, Small Chocolate-lily *Arthropodium* sp. 3 (aff. *strictum*), Chocolate Lily *Arthropodium strictum*, Blue Grass-lily *Caesia calliantha*, Pink Purslane *Calandrinia calyptrata*, Lemon Beauty-heads *Calocephalus citreus*, Blushing Bindweed *Convolvulus angustissimus*, Australian Hound's-tongue *Cynoglossum australe*, Variable Willow-herb *Epilobium billardierianum*, Blue Devil *Eryngium ovinum*, Prickfoot *Eryngium vesiculosum*, Grassland Crane's-bill *Geranium retrorsum*, Small St John's Wort *Hypericum gramineum*, Scaly Buttons *Leptorhynchos squamatus*, Poison Lobelia *Lobelia pratioides*, Small Loosestrife *Lythrum hyssopifolia*, White Purslane *Montia australasica*, River Buttercup *Ranunculus inundates*, Sprawling Bluebell *Wahlenbergia gracilis*, Granite Bluebell *Wahlenbergia graniticola* and Bronze Bluebell *Wahlenbergia luteola*. Refer to Appendix 1 for a full list of species recorded.

2.4.1 Golden Sun Moth population

The existing GSM population was surveyed during the 2009/10 (Ecology Partners 2010) and 2010/11 (BL&A 2011) flight seasons. As GSM were known to occur at Birregurra no reference sites were used. The entire offset site is considered high quality GSM habitat as it supports a relatively high cover of known larval food plants. These plants include Wallaby-grasses and Spear-grasses which are a prominent and common component of the flora of this site (Appendix 1).

A total of 78 and 159 GSM were recorded over the broader paddock containing the offset site during the 2009/10 and 2010/11 flight seasons respectively (Figure 5). The site is therefore considered to support a large, persistent, self sustaining population. The recording of 78 males during one survey suggests that a significant population is present. While the available data indicates that while most moths were observed within the central northern section of the paddock, the spatial variation in numbers of individuals observed across the site is considered more likely to represent changes in the activity of this species across the day rather than variations in habitat quality.

While the existing data does not provide explicit detail of the population size within the offset area it does indicate the presence of a significant population. The first monitoring survey needs to be designed to provide more location specific details on the observation of individuals and compare this with the general density information provided by the existing surveys.

Protection and management of this site is considered to provide an important conservation benefit to GSM as the site supports an extensive area of suitable habitat and has an apparently self-sustaining, viable population.

2.4.2 Other Threatened species

The broader 100 ha paddock is known to support a number of threatened flora and fauna species (DSE 2005 & 2007a) including:

- Clover Glycine *Glycine latrobeana* (Vulnerable in Australia)
- Small Milkwort *Comesperma polygaloides* (vulnerable in Victoria)
- Striped Legless Lizard *Delma impar* (Vulnerable in Australia)

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Ecology Partners (2010) and BLA (2011) indicate that Golden Sun Moth has been recorded within the offset area and the surveys conducted by the Trust for Nature indicate that Striped Legless Lizard has been recorded at a number of locations within this paddock.

2.4.3 Best or remaining 50% habitat for rare and threatened species

Part of the assessment of conservation significance for Net Gain involves consideration of the value of habitat for rare and threatened species listed on a DEPI advisory list (DSE 2005; DSE 2007a). Two significant flora species and two significant fauna species are known within the site.

Habitat for each rare or threatened species within each habitat zone is assessed against DEPI's criteria (DSE 2007b, page 13). The pathway for each decision made (in accordance with DSE's Table 2) is outlined in Table 6 below.

The proposed offset site therefore represents the best 50% of habitat for a number of threatened species.

2.5 Like-for-like Criteria

The offset site is located in the VVP Bioregion and comprises a large consolidated area of Plains Grassland. The proposed habitat hectare offsets are of the same or greater than the conservation significance as the loss zones and meet all the like-for-like criteria as specified in Appendix 4, Table 6, pp.54-55 of *Victoria's Native Vegetation Management: A Framework for Action* (NRE 2002):

- Vegetation type
- Bioregion
- Landscape role
- Quality objectives
- Proportion of revegetation included in the offset

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Details for satisfying the like-for-like criteria are outlined in Table 7.

No LOT offsets are provided by the proposed offsets site and the entire offset prescription associated with the loss LOTs within the Alliance subdivision are to be provided externally, by an offset site(s) yet to be defined (Table 4).

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Table 6: Determination of best/remaining habitat for rare or threatened flora species within the Ombersley offset site.

Species	Conservation Status (Victoria)	Habitat zone	Steps*	Outcome	Conservation Significance (threatened species ranking)	Notes
Small Milkwort	Vulnerable	HZ1	A;B;E;F	Best 50% of habitat	Very High	High quality habitat present. Species recorded in or from contiguous habitat within the broader site.
Clover Glycine	Vulnerable	HZ1	A;B;E;F	Best 50% of habitat	Very High	High quality habitat present. Species recorded in or from contiguous habitat within the broader site.
Striped Legless Lizard	Endangered	HZ1	A;B;E;F	Best 50% of habitat	Very High	High quality habitat present. Species recorded in or from contiguous habitat within the broader site.
Golden Sun Moth	Critically Endangered	HZ1	A;B;E;F	Best 50% of habitat	Very High	High quality habitat present. Species recorded in or from contiguous habitat within the broader site.

** Steps taken to determine best or remaining 50 % of habitat. From Table 2 in the Guide for Assessment of Referred Planning Permit Applications (DSE 2007b). HZ = Habitat Zone*

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Table 7: Meeting like-for-like criteria for clearing a remnant patch

Clearing site					Offset site						
Target No.	**Habitat Zone**	**EVC #: Name**	**Min Habitat score for target***	**Other Like-for-like requirements**	**Trading up**	**Offset zones**	**Bioregion**	**EVC#: Name**	**Conservation significance**	**Habitat score**	**Other Like-for-like requirements**
Very High Conservation Significance											
VH1	HZ 2 - 8	132: Plains Grassland	39	Best 50% of habitat for Golden Sun Moth	No	1	VVP	132 Plains Grassland	Very High	61	Best 50% of habitat for Golden Sun Moth
VH2	HZ 6	654: Creekline Grassy Woodland	22	Best 50% of habitat for Ballions Crake	No	TBD	VVP	654: Creekline Grassy Woodland	Very High	TBD	Not Available
High Conservation Significance											
H1	HZ 1	55: Plains Grassy Woodland	18	Plains Grassy Woodland or VH significance vegetation in VVP Bioregion	Yes	1	VVP	132 Plains Grassland	Very High	61	VH significance vegetation in VVP Bioregion

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2.6 Quantification of Gains Available on Offset Site – McDonnells Road

Under Victoria's Native Vegetation Management Framework (NRE 2002) gains in the condition and extent of native vegetation are a key target in the maintenance and restoration of biodiversity. Such gains are measured according to a defined methodology (DSE 2006) and can be used to provide offsets for approved clearing. Four types of gain are measured:

- Prior management
- Security
- Maintenance; and
- Improvement.

Prior management gains (measured at a rate of 10% of the existing habitat score) acknowledge the landowners commitment to retaining native vegetation before state-wide planning controls for native vegetation removal were introduced.

Security gains are generated from actions to enhance the legal protection and management requirements for native vegetation at a defined offset site. For a protective covenant this gain is measured at a rate of 10% of the existing habitat score.

Maintenance and improvement gains are generated by active management either maintaining the current condition of native vegetation (rather than allowing its gradual deterioration) or enhancing its condition through targeted conservation management.

The output of the DEPI net gain calculator is presented below in Table 8 and in Appendix 2. Note that the defined offset site will generate significantly more habitat hectare offsets that required for the state prescribed offsets associated with Alliance Business Park. However, as the offset also provides federal offsets, a larger area is proposed to be managed, which will exceed the 0.45 hha credit of VHCS Plains Grassland required by the state.

MAB have a relatively small habitat hectare credit offset requirement relating to this offset site. This will be met by the prior management and increased security gains which will accrue with the initiation of this plan. While active management of the offset site for the designated 10 year period will be assured under this OMP, MAB will only seek to own the habitat hectare gains which accrue from passive means. MAB will forego maintenance and improvement gains in this instance; therefore funds for active management relating to native vegetation credits will not need to be held by the Trust for Nature and MAB will be able to enter an agreed payment plan with the landowner.

2.7 Allocation of Native Vegetation Gains

Protection and active ecological management of the offset site has the potential to generate a gain of **6.86** hha of VHCS Plains Grassland. These gains include formal legal security removing the existing rights to conduct normal farming practices, prior management gains and formalised management prescriptions to ensure active ecological management to maintain and improve the condition of the native grassland and its species composition. The passive gains available (increased security and prior management) will generate more offset gains than required.

The site provides the best 50% of habitat for a number of threatened species including Golden Sun Moth and Striped Legless Lizard. The allocation of native vegetation gains from the McDonnells Road offset site to the losses from Alliance Business Park are outlined in Table 9.

Note that the surplus identified in Table 8 results from the requirement under the approval associated with Referral 2012/6298 to protect and manage a defined area (20 ha).

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Table 8: Quantification of offset gains available – protection and management of a remnant patch.

Offset Zone			QZ 1		
Land Tenure			Private		
Overlays applying to zone			None		
Property size (ha)			100		
Patch size (ha)			95		
Security arrangement			Trust for Nature Covenant		
Bioregion			Victorian Volcanic Plain		
EVC Name			Plains Grassland		
EVC standardiser			x 75/55		
EVC Bioregional Conservation Status			Endangered		
		Max. Possible Score	Current Site Condition Components	Maintenance	Improvement
Scores	Large Old Trees	10	NA	NA	NA
	Canopy Cover	5	NA	NA	NA
	Lack of Weeds	25	7	NA	1
	Understorey	15	15	7.5	1.25
	Recruitment	10	6	3	1
	Organic Matter	5	5	2.5	0
	Logs	5	NA	NA	NA
	Standardised Site Condition		45		
	Landscape Context	25	16		
	Current habitat score of zone	100	61		
Conservation significance	Conservation status x Habitat Score		Very High		
	Threatened Species Rating		Very High		
	Other Site Attriibute Rating		NA		
	Overall Conservation Significance		Very High		
Subtotals of Maintenance & improvement gains				13	3.25
Standardised Sum of Maintenance + Improvement Gain			22.1		
Prior management Gain (10% of current habitat score)			6.1		
Security Gain			6.1		
Total gain in Habitat Points per hectare			34.3		
Habitat Score gained per hectare (gain points/100)			0.34		
Size of the offset zone (ha)			20		
Total Gain (Hha)			6.86		
Habitat Score gain claimed per hectare (gain points/100)			0.122		
Total Gain Claimed (Hha)			2.44		

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Table 9: Allocation of native vegetation gains for clearing a remnant patch

Gain Target		Trading Up	Source of gains to meet the target		Outcome	
Target No.	**Target (Hha)**	**Discounted target**	**Offset Zone**	**Gain Available (Hha)**	**Total Gains Allocated(Hha)**	**Surplus/Deficit (Hha)**
VH1 (HZ 2 - 8)	0.42 VHCS	NA	QZ 1	6.86	0.42 VHCS	6.44 VHCS **surplus**
H1 (HZ 1)	**0.08 HCS**	**0.06 VHCS**	**QZ 1**	**6.44**	**0.06 VHCS**	**6.38 VHCS surplus**

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AL032054E
17/04/2014 $113 CTA

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3. Part B: Offset Implementation – 435 McDonnells Road

3.1 Offset Site Details

Landowner of offset site	Bleak House Pty Ltd as trustee for the Bleak House Land Trust
Type of offset (onsite, 3rd party)	3rd party
Location and address of offset site	435 McDonnells Road, Ombersley
Area of offset site (ha)	20 ha
Offset site number (if applicable)	Not Applicable
Volume	TP 845466
Folio	SPI 7/TP845466
Parish	Ombersley
Allotment	NA
Local Government Area	Colac Otway Shire
Responsible Authority	Department of Environment and Primary Industry (DEPI) and Department of Sustainability, Environment, Water, Population and Communities (DSEWPaC)
Bioregion	Victorian Volcanic Plain

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3.2 Strategy for Offset Site

The offset site is to be secured and managed for the purposes of conservation in perpetuity. This offset area is a smaller component of a larger area of native grassland which will be managed in a sympathetic manner on a voluntary basis. While it is the current land owner's objective to seek more formal agreements to protect the balance of this area of native grassland there is no requirement for such an outcome.

3.3 Offset Security and Management Responsibility

Who is liable/responsible for meeting offset requirements?	Bleak House Pty Ltd as trustee for the Bleak House Land Trust
Type of security (i.e. Agreement under Section 69 of the Conservation, Forest and Lands Act 1987, or Covenant under the Victorian Conservation Trust Act 1972)	Covenant under the Victorian Conservation Trust Act 1972
Date 10-year offset management to commence	__/__/2013
Date 10-year offset management expires	__/__/2023
Date agreement registered on-title	__/__/2013
Offset site management responsibility (i.e. Landowner, Authority Name)	Bleak House Pty Ltd as trustee for the Bleak House Land Trust
Offset Monitoring Responsibility (i.e. Responsible Authority)	Trust for Nature

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AL032054E
17/04/2014 $113 CTA

An offset site must be protected in perpetuity to qualify as generating an offset gain. The offset area (Figure 4) within the McDonnells Road property will be secured in-perpetuity through a Trust for Nature covenant (DSE 2007b). The encumbrance registered on title will require the landholder to manage the land in accordance with this Offset Management Plan.

3.4 Ongoing Land-use Commitments

The offset site will be managed for an improvement in quality over 10 years after which management will aim at maintaining the condition in perpetuity. The deed will specifically state the in-perpetuity land-use commitments across the site are to:

- Retain and manage all native vegetation as directed by this offset management plan;
- Exclude domestic stock except as permitted by this plan;
- Exclude the use of stock food such as hay that is sourced from outside the offset area;
- Eliminate any woody weeds and ensure that the cover of other high threat weeds does not increase beyond levels achieved at Year 10 of management;
- Ensure that pest animals are controlled to the level attained at the completion of Year 10 of management.
- Exclude pasture improvement and fertilizer application;
- Control the accumulation of ground cover biomass through either the controlled grazing of sheep or the controlled application of fire; and
- Maintain a progressive annual works plan which caters to current conditions and prescribes ongoing management with maintenance of the grassland community as its primary objective.

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Implementation of this management plan is the overall responsibility of the land owner (Bleak House Pty Ltd as trustee for the Bleak House Land Trust). However, direct management responsibility may be delegated to a designated site manager and/or managing ecologist. The land owner is responsible for engaging a qualified ecologist to conduct monitoring (Section 3.7) with reports submitted to Trust for Nature, MAB and DSEWPaC and as appropriate to DEPI/Council. Management actions by the land owner will be overseen by the Trust for Nature as part of their covenant over the site.

The Trust for Nature is responsible for:

- Undertaking site inspections at least 4 times over the 10 year management period and provide input into the annual works program.
- Review of ecological monitoring reports including an assessment of targets achieved.
- Reporting to DEPI (as required).

Implementation of the management plan will be monitored by the Trust for Nature. Trust for Nature will verify that the actions have been carried out appropriately.

Implementation of the plan will begin upon registration of the covenant.

Implementation of the covenant to improve security yields a security gain of 10% of the current habitat score for the offset site (DSE 2007b). This has been incorporated in the gains outlined in section 2.6.

Funding for achieving the gains outlined in this OMP has been agreed between the land owner and MAB Corporation. Funding will be held by the Trust for Nature and paid to the land owner over the 10 year management period as per the land owner agreement. This will include agreed funding for anticipated

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ADVERTISED PLAN

ongoing management required to maintain the offset site in perpetuity, beyond the initial 10 year management period.

3.5 Management Actions

The main threats to this grassland include the existing permitted uses associated with normal farming practices such as inappropriate grazing regimes, pasture improvement and fertiliser application. Other threats include the expansion of the existing high threat weed populations, weed invasion in general and the accumulation of ground cover biomass. Currently the ground cover biomass is managed through grazing by domestic stock (mainly sheep but there are no current restrictions on what domestic stock may be grazed on site) and this is proposed to continue as a strictly controlled management practice. In addition, ecological burning guidelines have been developed.

Currently the site is not actively managed for biodiversity values and is utilised for domestic stock grazing.

The prescribed management actions outlined below are intended to achieve a conservation outcome which improves and maintains the viability of the offset site, and generates the habitat hectare gains identified in Table 5. This will be achieved through active management (maintenance and improvement) and permanent protection of the offset site. Table 11 details these prescribed actions and outlines the relevant timing for implementation. These actions will be applied to the entire offset area identified in Figure 2.

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Offsets will be achieved by:

- Maintaining the existing fencing surrounding the 100 ha paddock, and limiting access to the existing access gates unless otherwise authorised by the Trust for Nature.
- Weed control through active management:
  - Eliminating all woody environmental weeds
  - Controlling high threat weeds to levels specified in Table 10.
  - Controlling perennial grassy weed cover to less than 5%.
  - Controlling broadleaf weed cover to less than 2%.
- Managing organic litter (must not exceed EVC benchmark cover of 10%);
- Biomass control through high intensity pulse grazing of domestic stock (sheep only) with grazing excluded from 1st August to 15th January ;
- Ecological burning (50% of the offset area at least four times within the 10 year management period e.g. years 1, 4, 7 and 10. No area to be burnt more than every three years);
- Controlling pest animals, particularly rabbits, hares, foxes and cats; and
- Managing understorey diversity and recruitment.

3.5.1 Fencing, information and access control

Permanent fencing able to exclude domestic stock already exists around the boundary of the broader 100 ha paddock. Additional fencing around the 20 ha offset area is not required as it is proposed that grazing within the entire 100 ha paddock will be managed in accordance with the prescriptions outlined within this offset management plan. It is also not recommended for the following reasons: 1) to avoid the need for establishing stock water access points which will displace native vegetation, 2) to avoid funnelling of traffic through access gates and associated disturbance to soil and 3) to discourage trampling of native vegetation

AL032054E
17/04/2014 $113 CTA

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AL032054E
17/04/2014 $113 CTA

by stock along fence boundaries. Instead, sheep will be allowed to graze the offset area as part of the broader 100 ha paddock, with limitations described in the following.

Posts marking the boundary of the offset site will be set up to clearly identify the area for monitoring and management purposes. Posts will be located in accordance with advice from a qualified ecologist to ensure impacts to native vegetation are avoided.

Temporary stock fencing will be established and maintained around the boundary of any burnt area within the offset site for at least 6 months post-burn to prevent stock access and damage to regenerating vegetation from grazing.

The offset area remains private property and access or disturbance to the offset site by unauthorised persons is prohibited. The existing access gate and security (locked gates) arrangement is adequate to service the management requirements of this offset area.

If existing land-use rights are to be fully exercised in the remainder of the 100 ha paddock, fencing to exclude stock from the offset site will be required.

No additional signs identifying the property as an offset site are proposed. Explicit signage may inadvertently attract undesirable impacts. However signs identifying the property as a Trust for Nature property will be considered by the owner.

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Actions

- Maintain existing fencing to control access by domestic stock to the broader 100 ha paddock and repair promptly if damage occurs.
- Temporarily fence any burnt area immediately prior to burning or immediately after wildfire, to exclude all domestic stock from grazing the burnt area for a minimum of 6 months.
- Establish posts to mark the boundary of the offset site for management and monitoring purposes under supervision from a qualified ecologist.
- Control access and any passive use to minimise impacts on native vegetation.
- Provide access for management vehicles into the offset site, at one access gate. No additional vehicle access is to be established.

3.5.2 Weed control

All high threat weeds are to be controlled to minimise or reduce their occurrence and ensure no further spread of weeds. The total weed cover on site will be reduced from the current level of 15% to less than 10%. This includes specific targets for high threat species identified in Table 10, perennial grassy weeds will be reduced to less than 5% total cover and broadleaf weeds will be reduced to less than 2% of the cover by the end of the ten year management period.

The emphasis for weed control is the prevention of weed seed production with the goal being the reduction in the total weed cover with specific targets for high threat species on site. Weed control works will be timed appropriately in accordance with Table 10.

Weed levels will be monitored and management methods adapted over time in response to changing conditions. New and emerging high threat weeds will be monitored and controlled (to less than 1% cover) if found. Any other significant environmental weeds identified during the ongoing site monitoring will also be controlled. If other high threat weeds, such as Serrated Tussock *Nassella trichotoma*, are found to occur in surrounding areas owned by the offset land owner, it would be prudent and cost effective to eliminate such species from nearby areas to reduce any potential invasion into the offset area. The offset owner will contact the land owner of any public land (i.e. council managed road reserves adjacent to the offset site) where high threat weeds occur within the vicinity of the offset area, with the aim to have these weeds controlled.

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No woody weeds are known from the offset area or the broader 100 ha paddock. If any woody weeds are observed during site management or monitoring activities, these need to be controlled and eliminated promptly (before fruiting and seed set). The cover of woody weeds will be maintained at <1% in perpetuity.

Spot spraying with appropriate herbicide is the main method for reducing weed cover. Spot spraying will be undertaken regularly, particularly in spring and early summer, with a focus on killing weed plants prior to seed set. Biomass control is also considered as an effective method for controlling and reducing weed levels. Biomass control at the site will include controlled sheep grazing and ecological burning. Spot spraying will be completed in a manner which minimises non-target damage. Spot spraying will not occur during high wind days or in close proximity to threatened flora without protective measures in place (i.e. physical shielding).

Burning is particularly effective at reducing weed cover, especially for species that are difficult to control such as Brown-top Bent *Agrostis capillaris*. Burning and/or grazing will allow greater access and efficiency for weed control and increased natural regeneration of indigenous plant species (Sections 3.5.4 and 3.5.5 below). Periodic burning that is followed by spot spraying will be important for weed species that are difficult to control (such as Brown-top Bent) until they are replaced by native species.

Target species are likely to change over time in response to seasonal conditions and controlled burns (e.g. likely flush of broad-leaf weeds to be treated post-burn). Weed cover and species will therefore be monitored and management adapted in response to achieve desired outcomes outlined in this management plan. The Trust for Nature will be consulted and approve the control techniques for any new or emerging weeds identified within the offset area.

Table 10: High threat weeds for priority control (Biosis Research 2012b).

Scientific Name	Common Name	% cover for the current assessment	Control Proposed	Desired Outcome^
Agrostis capillaris	Brown-top Bent	10%	Burn standing dead material. New growth controlled crash grazing by sheep to prevent seed set and herbicide application	<5% cover
Anthoxanthum odoratum	Sweet Vernal-grass	1–5%	Controlled pulse grazing by sheep to prevent seed set. Spot spraying appropriate herbicide to prevent seeding.	<1% cover
***Avena* spp.**	Oats	1–5%	Controlled pulse grazing by sheep to prevent seed set. Spot spraying appropriate herbicide to prevent seeding.	<1% cover
***Lolium* spp.**	Rye-grass	1–5%	Controlled pulse grazing by sheep to prevent seed set. Spot spraying appropriate herbicide to prevent seeding.	<1% cover
Phalaris aquatica	Toowoomba Canary-grass	1–5%	Spot spraying appropriate herbicide (early spring).	<1% cover
Tragopogon porrifolius	Salsify	<1%	Spot spraying appropriate herbicide (early spring).	<1% cover
Cirsium vulgare	Spear Thistle	1–5%	Spot Spraying appropriate herbicide (prevent flowering).	<1% cover

^ Desired outcome after 10 years of ecological management

AL032054E
17/04/2014 $113 CTA

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AL032054E
17/04/2014 $113 CTA

The offset area is not in close proximity to any named waterway (i.e. Birregurra Creek is about 2km south of the site) and appears to be within a small closed catchment area. While there maybe localised surface water flows during high rainfall events, any waterway within 100 m of the site is ephemeral and no specific runoff risk is identified for the application of herbicides to this area.

Actions

- Periodic spot spraying of weeds with appropriate herbicide will be undertaken, particularly through spring and early summer.
- Target weeds will be controlled in a timely manner and before seed set; this requires regular monitoring and treatment.
- Ensure the absence of high threat woody environmental weeds within the offset area through monitoring and if high threat woody environmental weeds are found to occur, control and eliminate promptly. Preferably control nearby infestations to prevent the spread of these species.
- Control works will ensure that the total cover of weeds will be reduced to less than 10%. Specific targets include: a reduction of high threat weeds in accordance with Table 7; perennial grassy weeds will be reduced to less than 5% total cover; and broadleaf weeds reduced to less than 2% cover.
- Monitoring will be undertaken to demonstrate the effectiveness of weed control works and the results are to be used to adapt future control works and targets.
- Any populations of new and emerging high threat weeds will be treated promptly and eliminated to <1% cover. This will be done in consultation with Trust for Nature.
- Any other significant environmental weeds identified during the ongoing site monitoring will also be controlled in consultation with Trust for Nature.
- During weed control, natural regeneration of indigenous flora will be protected from off-target damage.
- Biomass management undertaken as per Sections 3.5.4 and 3.5.5 below.

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3.5.3 Pest Animals

The control of vermin including rabbits and other pest herbivores beyond the legal duty of care is a requirement of this OMP. Therefore pest animal control works are required within the offset site.

Grazing by European Rabbits *Oryctolagus cuniculus* and European Hares *Lepus europeaus* is evident and is likely to have a significant impact within the offset site. However, no active rabbit warrens were noted within the offset site.

Currently rabbits and hares are controlled by shooting and this appears to be affective at this point in time. If this changes, baiting can be considered as an option for control of these pests.

Control within the offset site would effectively be achieved through a reasonable level of works to eliminate any active warrens in the local area (i.e. land within the owners control and within 500 m of the offset site). Control will in part be achieved through the removal and destruction of the shelter provided by any shrubby weeds within the broader area managed by the same landowner. The landowner will therefore control all shrubby environmental weeds on their land within 500 m of the offset site. Control of rabbits will be undertaken in accordance with current guidelines provided by the Department of Environment and Primary Industries (http://www.dpi.vic.gov.au/search?q=Rabbit+Management+Strategy&start=0&x=15&y=11).

Ripping of rabbit warrens within the offset site is not permitted. If any warrens develop within the offset site they will be treated by low impact measures such as fumigation or implosion.

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Other problem pest animals may include cats and foxes although the general lack of shelter and harbour for these species reduces the likelihood that any animals are resident in the local area. Control techniques such as poisoning are therefore likely to be ineffective. The landowner will select from the range of control techniques available and apply the most effective in the local conditions.

Actions

- Control and seek to locally eliminate European Hares, European Rabbits, cats and foxes and using appropriate control techniques including shooting, poison baits or similar methods, without soil disturbance.
- At a minimum spotlight shooting over a minimum period of three hours targeting all pest animals will occur over the entire site once every three months. This will be conducted by the landowner or a professional shooter employed by the landowner;
- Fumigate rabbit warrens within three weeks of detection. Fumigation works will be conducted by a suitably qualified operator.

3.5.4 Biomass / Organic Litter control

Biomass management is essential to maintain indigenous flora and fauna values throughout the offset site. Biomass management is also required to maintain inter-tussock spaces and prevent excessive competition to grassland forbs. Where there is a sustained build up in ground cover biomass over any one year, resulting in a reduction of inter grass tussock space to an average of less than 30%, biomass will need to be actively reduced. Judgements on the cover of inter-tussock space and the build-up of groundcover biomass will be made by the landowner in consultation with the Trust for Nature. The independent ecological monitoring will also assess the effectiveness of the biomass control techniques applied and the need for any adjustments to the management regime to provide the prescribe outcome.

Controlled grazing will be applied to reduce biomass and maintain an open tussock-grass structure for this grassland, and where appropriate, ecological burning will also be utilised.

Use of grazing for ecological management

Currently the offset site is subject to unrestricted grazing by sheep. Given the diversity of native species found within the uncultivated native grasslands of this site, this method of disturbance regime (grazing by domestic stock) is seen as a reliable and conservative action to maintain and improve the ecological values associated with the area. While grazing by domestic stock will continue to be used at this site as a method of biomass reduction, it will be undertaken in a controlled manner following a grazing management plan. Biomass accumulation control at this site will therefore be consistent with the standards for management of ecological grazing provided by DSE (2009).

In this context pulse grazing (i.e. using high numbers of sheep over short periods) in the offset area to maintain an open tussock grassland structure is seen as a precautionary management method to maintain the species richness of these native grasslands. Grazing of domestic stock will be restricted to the use of sheep. Grazing by other domestic stock including but not restricted to cattle, goats and horses are to be excluded from the offset site by this plan.

The timing of grazing will be strictly controlled to allow native species to grow and set seed over the spring to mid summer period (DSE 2009). Stock will be excluded from the beginning of August to the end of January annually in perpetuity. Table 11 provides targets to be met for ongoing management of grazing within the offset area. The landowner will keep records of the number of sheep and duration of grazing within the offset area. This data will be provided to the Trust for Nature on an annual basis. This data and the resultant

AL032054E
17/04/2014 $113 CTA

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Delivered by LANDATA®, timestamp 30/06/2025 19:40 Page 149 of 200

AL032054E
17/04/2014 $113 CTA

impact on biomass will provide the basis for an on-going grazing strategy to be approved by the Trust for Nature.

Table 11. Requirements and limit of grazing activities within the offset area.

Period where grazing by domestic stock is not permitted	1st August to 31st January annually in perpetuity
Pulse grazing cycles required	3 (minimum)
Grazing required prior to exclusion period	15th July to 31st July
Minimum rest from grazing between pulse grazing	2 weeks
Maximum continuous pulse grazing	4 weeks
Biomass management thresholds	minimum height of 10 cm; total vegetation cover of no greater than 70%
Target inter-tussock space	Minimum 30% of total site cover

Grazing will occur over a short duration and exceed the standard stocking rate to prevent selective grazing and allow for periods of non-grazing. The maximum length of continuous grazing is 4 weeks with at least 2 weeks rest between cycles. Biomass management objectives are that the mean vegetation height will be maintained to a minimum height of 10cm, inter-tussock space will be maintained to at least 30% and the total vegetation cover will not fall below 30%. At least 3 pulse grazing cycles will occur within the grazing period, one of which will occur immediately prior to the exclusion period.

The only exception to requirements specified for pulse grazing (Table 10) is if an ecological burn is planned during or following the pulse grazing period. In this instance a fire management plan produced by a qualified contractor will inform when grazing will be removed to allow for a build up in biomass to establish a burn.

Sheep used for pulse grazing will be shorn within the previous 1-2 months to reduce likelihood of weed seed introductions. Stock transfer into the offset site will be timed to minimise the potential for weed seed transport via mud (i.e. stock movements into the offset site will be excluded within two days of rainfall). The 100 ha paddock will need to be monitored during wet periods to prevent excessive soil disturbance in areas of Plains Grassy Wetland. Following any high rainfall events, stock will be removed immediately.

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Use of fire for ecological management

Burning within the offset area will be undertaken only with due consideration to relevant health and safety issues, in consultation with the Country Fire Authority and in line with a fire management plan completed by a suitably qualified consultant. Any approved fire plan will also be provided to DSEWPaC at least three weeks prior to any burning event identified within that plan. The following provides guidelines for use of burning only in an ecological sense. The land owner is responsible for ensuring the requirements of this OMP can be carried out only if compliant with all other government planning requirements and permits.

While grazing by domestic stock will be the typical manner in which ground cover biomass will be regulated, the controlled application of fire is an efficient and cost-effective alternative technique for reducing biomass in grassy ecosystems such as those that occur within the offset site. Importantly, burning (c.f. grazing or slashing) allows greater access and efficiency for weed control and increased natural regeneration of indigenous plant species. While burning may enhance germination of indigenous species, it can also be expected to promote certain exotic species and as such post-burning weed-control will be vital in maintaining

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remnant vegetation. However stimulating the soil stored weed seed bank is seen as positive as this allows this seed bank to be exhausted through active management.

The controlled application of fire will be used for biomass reduction in all or parts of the offset site. Selected areas of grassland may be burnt to tackle particular weed issues or to assist in the lowering of soil nitrogen and phosphorous which would assist in weed control works. However no area is to be burnt more frequently than every three years and no more than 50% of the offset site will be burnt in any one year. The application of a mosaic burning regime is also considered advantageous and therefore any individual burn will not cover a contiguous area of more than 10% of the offset site (i.e. there may be five separate burns in any one year covering a total of 10 ha but any one burn will cover a maximum of 2 ha and be separated from other burnt areas by at least 20 m of unburnt grassland.

The landowner will prepare maps identifying the fire history of the offset area to ensure compliance with the area restrictions identified above.

The extent, intensity and timing of burns must take into account the presence of threatened species, in particular Golden Sun Moth and Striped Legless Lizard. Fire may kill individuals of both species during the warmer months of the year when they are active above the soil surface. Burning will not be undertaken between November and January to avoid the pupation and flight season of Golden Sun Moth. Timing of burns will also only be undertaken when soil moisture is low and soil cracks are still present allowing refuge for Striped Legless Lizard.

Any ecological burns will be conducted during benign (low wind and mild temperature) weather conditions and may be patchy (i.e. not result in the uniform burning of all areas). Patchy burns are a desirable outcome.

Actions

- Develop a grazing plan consistent with Table 11 for the offset area, including timing and intensity;
- Exclude grazing during wet periods where ground disturbance would occur;
- Engage a qualified contractor to produce a fire management plan which allows for an ecological burning regime described in the following dot point. Provide any approved burn plan to DSEWPaC at least three weeks prior to any burning event identified within that plan.
- Undertake ecological burning over approximately 40-50% of the offset area at least four times during the 10 year management period. For example at year 1, 4, 7 and 10 or in smaller areas more frequently as required by the fire management plan. Rotate areas burnt so that no area is burnt more frequently than every three years, burn areas in a small scale patchwork with any individual burnt area covering no more than two ha;
- When planning burns, liaise with any relevant regulator regarding appropriate planning and permits in a timely manner;
- Plan and conduct ecological burning within different seasons to promote regeneration of a variety of species. However ensure burns are undertaken outside the peak flight and pupation stages for Golden Sun Moth (November-January) being aware of the ecological needs of any threatened species present (e.g. Striped Legless Lizard).

3.5.5 Understorey Diversity and Recruitment

The major threats to understorey diversity in these grasslands are over-grazing by domestic stock and other introduced herbivores, competition from introduced plant species and the accumulation of biomass over a

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17/04/2014 $113 CTA

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prolonged period (greater than a year). This area of Plains Grassland retains between 50 and 90% of the expected number of understorey life-forms for this EVC, and is generally not considered deficient in terms of the species diversity of the life-forms that are present. Missing or deficient elements are typically the large herbs and this is largely a function of the growth stage of the plants present. Enrichment planting is therefore not currently necessary although this will be reviewed by the independent ecologist monitoring the site after five years of active ecological management.

Controlled grazing by domestic stock and the control of rabbits and hares are required to maintain understorey diversity and encourage recruitment of threatened species. Fire or other forms of biomass reduction would also be required to facilitate regeneration, remove the dead biomass associated with weed control works and maintain inter-tussock spacing. The use of fire could be implemented at a number of scales. Within this larger grassland patch it would take the form of a managed patch burn covering up to 10 hectares or in smaller patches localised burning covering up to half a hectare or even tens of square metres using a hand held weed burner. Biomass control works will also reduce the potential for uncontrolled wildfire to impact this site.

The understorey and recruitment scores are likely to improve provided that the total weed cover (currently 15%) is reduced to less than 10%, which is a requirement of this plan. Active management will seek to significantly reduce the cover of all exotic species with specific targets for high threat species given in Table 10.

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Actions

- Active weed management to be undertaken as outlined in Section 3.5.2
- Biomass will be managed to enhance recruitment – see Sections 3.5.4 and 3.5.5 above.

3.5.6 Supplementary Planting and Revegetation

There is currently no need to do any supplementary planting or revegetation within the offset site. There is a high diversity of understorey species in the area and improvement will mainly be achieved through weed control. This decision will be reviewed by the independent ecologist after five years of active management.

3.6 Summary of Offset Gains

The gains associated with the implementation of this Offset Management Plan align with the requirements for defined offset areas under both Victoria's Native Vegetation Framework and the key management issues identified by the significant impact guidelines for Golden Sun Moth (DEWHA 2009) are as follows:

- The application of permanent legal protection requiring conservation management of the area as guided by this plan (Section 3.3);
- The permanent removal of existing rights to apply fertiliser and conduct exotic pasture improvement activities (Section 3.3 and 3.4);
- The permanent removal of existing rights to graze any domestic stock with the exception of sheep. Grazing by cattle, horses, goats etc. will be excluded by the covenant (Section 3.4);
- Only allowing the pulse grazing of domestic stock within the parameters required by this plan (i.e. grazing exclusion between start of August and mid-January) (Section 3.5.4);
- Maintaining inter-tussock spaces through prescribed biomass control works predominantly through the use of pulse grazing (Section 3.5.4);

AL032054E
17/04/2014 $113 CTA

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- Using fire to augment pulse grazing by sheep to manage biomass and maintain inter-tussock spaces within the restrictions outlined by this plan and DEWHA (2009) (Section 3.5.4);
- Preventing over-grazing by identifying a minimum vegetative length (10cm) and vegetation cover (50%) to which pulse grazing is permitted (Section 3.5.4);
- Requiring weed control works to lower the total cover of weeds from the current level (15% cover) to less than 10% cover with less than 5% cover for perennial grassy weeds and less than 2% cover for broadleaf weeds over a ten year period (Section 3.5.2, Table 10);
- Targeting the control of existing high threat weeds as well as any future high threat weeds which may colonise the site (Section 3.5.2, Table 10);
- Requiring the control of pest animals such as rabbits, hares and foxes above the existing legal requirements (Section 3.5.3);
- Requiring the permanent maintenance of the reduced weed cover reached after the first ten years of management (Section 3.4);
- Supervision and monitoring of site management by the Trust for Nature (Section 3.7).

Additional details on required management actions and relevant timing for implementation is provided in Table 12. These proposed management actions are consistent with the Principles and practical management guidelines for protected areas of Golden Sun Moth habitat in urban areas prepared by Biosis Research (2010) as part of the Melbourne Strategic Assessment (http://www.dse.vic.gov.au/__data/assets/pdf_file/0010/128899/Biosis-Research-2010-Pract-mgnt-guide-GSM.pdf) and the requirements for managing Golden Sun Moth habitat outlined by DEWHA (2009). This is also consistent with the requirements of referral approval condition 12(e).

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17/04/2014 $113 CTA

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Table 12: Management plan actions and timing for offsets on the McDonnell Road, Ombersley offset site.

Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
0	0.1	-	Establish offset area.	Upon registration of the covenant. This action is a key requirement defining the start of the prescribed management period.	20	ha	Land Owner	Trust for Nature covenant.
0	0.2	-	Ensure appropriate fencing is established. Fencing already protects the broader 100 ha paddock within which the offset site is located. The offset area allocated to this specific offset management plan does not need to be fenced separately unless existing land-use rights are fully exercised in the remainder of the 100 ha paddock.	This action is a key requirement defining the start of the prescribed management period.	-	-	Land Owner	Site isolated from activities excluded by this plan (i.e. construction works, uncontrolled grazing by domestic stock).
0	0.3	-	Establish markers to identify boundary of the offset site to assist with management and monitoring of the area.	This action is a key requirement at the start of the prescribed management period.	-	-	Land Owner in consultation with qualified ecologist	Markers established to identify the boundary of the offset site. Guidance provided by a qualified ecologist to ensure impacts to native vegetation are avoided.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
0	0.4	-	Where appropriate identify a person/company to control pest plants and animals. In this instance the Trust for Nature (TfN) will provide appropriate supervision for the land owner to conduct the pest plant and animal control works.	Agreement between land owner and TfN upon registration of the covenant.	-	-	Land Owner	Appropriate personnel appointed to conduct works.
0	0.5	-	Qualified ecologist to undertake baseline monitoring, establish monitoring points and refine management actions based on baseline results.	Oct-Nov monitoring	1	Report	Qualified ecologist	Prepare standard report including photos and confirm agreed performance measures outlined in Section 3.5.
1	1.1	0.1-0.5	Land owner to develop annual works plan in consultation with the TfN based on a site inspection with TfN.	Upon registration of the covenant.	-	-	Land Owner and TfN	Annual works plan prepared and approved for implementation by TfN.
1	1.2	1.1	Maintain fences and gates around broader offset area and markers around offset site in good working order. Remove any rubbish present within the offset site.	Continuous (inspection and management)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
1	1.3	1.1	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one	31st January – 31st July	20	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at more than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.					
1	1.4	1.1	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sep–Nov	-	-	Land Owner in consultation with ecological restoration contractor	No ground disturbance by pest animals within offset site. No active rabbit warrens present within offset site, minimal surface harbour for rabbits and hares present (but excluding natural harbour such as rocks).
1	1.5	1.1	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	20	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
1	1.6	1.1	Develop burn plan and undertake ecological burn of the offset site to reduce plant biomass and promote recruitment of native species. Ecological burns to be undertaken over 40-50% of the offset area at least four times during 10 year management period (e.g. years 1, 4, 7 and 10). Conduct burns in different seasons to promote regeneration of a variety of species. Undertake burns outside Nov-Jan when threatened fauna species on site are active.	Sep-Oct (or as specified in the burn plan)	10	ha	Qualified contractor in consultation with CFA and TfN	Medium intensity burn over 40–50% of the 20 ha area. Some small areas within burn boundary left unburnt. No area to be burnt at a frequency of more than once every three years. Follow up weed control will be undertaken within the burn area in accordance with section 3.5. Burns must also be undertaken to generate a mosaic pattern of burnt and unburnt areas (See section 3.5.4.)
1	1.7	0.5	Conduct regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
1	1.8	0.5	Qualified ecologist to undertake monitoring, and refine management actions based on results. Identify any new high threat weeds for priority control. Report to regulator as required.	Oct-Nov monitoring Dec Reporting	1	Report	Qualified ecologist to be engaged by the Land Owner	Prepare standard report including results from photos and agreed performance measures outlined in Section 3.5. Monitoring report provided to TfN, MAB, DEPI/Council & DSEWPaC.
1	1.9	1.7	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, MAB and DSEWPaC.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DSEWPaC, MAB and as appropriate to DEPI.
1	1.10	1.8-1.9	Review and update Annual Works Plan in consultation with TfN.	Dec	1	Report	Land owner in consultation with TfN	Following year's management tailored to current site conditions.
2	2.1	1.2	Maintain fences and gates around broader offset area and markers around offset site in good working order.	Continuous (inspection and management)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
2	2.2	1.3	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one	16th January – 31st July	20	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.					
2	2.3	1.4	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sep–Nov	-	-	Land Owner in consultation with ecological restoration contractor	No ground disturbance by pest animals within offset site. No active rabbit warrens present within offset site, minimal surface harbour for rabbits and hares present (but excluding natural harbour such as rocks).
2	2.4	1.5	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	20	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity - month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
2	2.5	1.9	Conduct regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
2	2.6	2.5	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, MAB and DSEWPaC.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DSEWPaC, MAB and as appropriate to DEPI
2	2.7	2.6	Review and update Annual Works Plan in consultation with TfN.	Dec	1	Report	TfN and land owner	Following years management tailored to current site conditions
2	2.7	Nil	Monitor GSM population as per Section 3.8 and prepare a report on occurrence and abundance.	Oct - Dec	1	Report	Land owner in consultation with TfN	GSM Monitoring report provided to TfN, MAB and DSEWPaC.
3	3.1	2.1	Maintain fences and gates around broader offset area and markers around offset site in good working order.	Continuous (inspection and management)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded
3	3.2	2.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the	16th January – 31st July	20	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.					
3	3.3	2.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb – Apr, Sept – Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals
3	3.4	2.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging	July–Nov or as required and detailed in the annual works plan	20	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			weeds and eliminate any found.					Control new and emerging weeds to < 1% cover across offset site.
3	3.5	2.5	Conduct regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period. The Spring of Year 3 recommended as a site inspection year for TfN.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
3	3.6	1.8	Qualified ecologist to undertake monitoring, and refine management actions based on results. Report to regulator as required.	Oct-Nov monitoring Dec Reporting	1	Report	Qualified ecologist to be engaged by the Land Owner	Prepare standard report including results from photos and agreed performance measures outlined in Section 3.5. Monitoring report provided to TfN, DSEWPaC, MAB and as appropriate to DEPI/Council.
3	3.7	3.5	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, MAB and DSEWPaC.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DSEWPaC, MAB and as appropriate to DEPI

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
3	3.8	3.7	Review and update Annual Works Plan in consultation with TfN.	Dec	20	ha	TfN and land owner	Following years management tailored to current site conditions.
4	4.1	3.1	Maintain fences and gates around broader offset area and markers around offset site in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
4	4.2	3.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.	16th January – 31st July	20	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
4	4.3	3.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500 m of offset site where possible).	Feb–Apr, Sept–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity - month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
4	4.4	3.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	20	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
4	4.5	1.6	Develop burn plan and undertake ecological burn of the offset site to reduce plant biomass and promote recruitment of native species. Ecological burns to be undertaken over 40-50% of the offset area at least four times during 10 year management period (e.g. years 1, 4, 7 and 10). Conduct burns in different seasons to promote regeneration of a variety of species. Undertake burns outside Nov-Jan when threatened fauna species on site are active.	Mar-Apr (or as specified in the burn plan)	10	ha	Qualified contractor in consultation with CFA and TfN	Medium intensity burn over 40–50% of the 20 ha area. Some small areas within burn boundary left unburnt. No area to be burnt at a frequency of more than once every three years. Follow up weed control will be undertaken within the burn area in accordance with section 1.5. Burns must also be undertaken to generate a mosaic pattern of burnt and unburnt areas (See section 3.5.4.)

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
4	4.6	3.8	Conduct regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
4	4.7	4.6	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, MAB and DSEWPaC.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DSEWPaC, MAB and as appropriate to DEPI.
4	4.8	4.7	Review and update Annual Works Plan in consultation with TfN.	Dec	20	ha	TfN and land owner	Following years management tailored to current site conditions
4	4.9	Nil	Monitor GSM population as per Section 3.8 and prepare a report on occurrence and abundance.	Oct - Dec	1	Report	Land owner in consultation with TfN	GSM Monitoring report provided to TfN, MAB and DSEWPaC.
5	5.1	4.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
5	5.2	4.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse	16th January – 31st July	20	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.					tussock space.
5	5.3	4.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sept–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.
5	5.4	4.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular	July–Nov or as required and detailed in the annual works plan	20	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.					the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
5	5.5	4.6	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
5	5.6	3.6	Qualified ecologist to undertake monitoring, and refine management actions based on results. Report to regulator as required.	Oct-Nov monitoring Dec Reporting	1	Report	Qualified ecologist to be engaged by the Land Owner	Prepare standard report including results from photos and agreed performance measures outlined in Section 3.5. Monitoring report provided to TfN MAB, DEPI/Council & DSEWPaC.
5	5.7	5.6	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, MAB and DSEWPaC.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DSEWPaC, MAB and as appropriate to DEPI

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
5	5.8	5.7	Review and update Annual Works Plan in consultation with TfN.	Dec	20	ha	TfN and land owner	Following years management tailored to current site conditions.
6	6.1	5.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
6	6.2	5.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.	16th January – 31st July	20	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
6	6.3	5.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500 m of offset site where possible).	Feb–Apr, Sept–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
6	6.4	5.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	20	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
6	6.5	5.8	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period. The Spring of Year 6 recommended as a site inspection year for TfN.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity - month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
6	6.6	6.5	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, MAB and DSEWPaC.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DSEWPaC, MAB and as appropriate to DEPI.
6	6.7	6.6	Review and update Annual Works Plan in consultation with TfN.	Dec	20	ha	Land owner in consult. with TfN	Following years management tailored to current site conditions.
6	6.8	Nil	Monitor GSM population as per Section 3.8 and prepare a report on occurrence and abundance.	Oct - Dec	1	Report	Land owner in consultation with TfN	GSM Monitoring report provided to TfN MAB and DSEWPaC.
7	7.1	6.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
7	7.2	6.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at	16th January – 31st July	20	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.					
7	7.3	6.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sept–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.
7	7.4	6.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	20	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
7	7.5	4.5	Develop burn plan and undertake ecological burn of the offset site to reduce plant biomass and promote recruitment of native species. Ecological burns to be undertaken over 40-50% of the offset area	Jul-Aug (or as specified in the burn plan)	10	ha	Qualified contractor in consultation with CFA and TfN	Medium intensity burn over 40–50% of the 20 ha area. Some small areas within burn boundary left unburnt. No area to be burnt at a frequency of more than once every three years.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity - month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			at least four times during 10 year management period (e.g. years 1, 4, 7 and 10). Conduct burns in different seasons to promote regeneration of a variety of species. Undertake burns outside Nov-Jan when threatened fauna species on site are active.					Follow up weed control will be undertaken within the burn area in accordance with section 1.5. Burns must also be undertaken to generate a mosaic pattern of burnt and unburnt areas (See section 3.5.4.)
7	7.6	6.7	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
7	7.7	7.6	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, MAB and DSEWPaC.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DSEWPaC, MAB and as appropriate to DEPI.
7	7.8	7.7	Review and update Annual Works Plan in consultation with TfN.	Dec	20	ha	Land owner in consultation with TfN	Following years management tailored to current site conditions.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
8	8.1	7.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
8	8.2	7.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.	16th January – 31st July	20	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
8	8.3	7.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sep–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.
8	8.4	7.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing	July–Nov or as required and detailed in the	20	ha	Land Owner in consultation with vegetation	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds,

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	annual works plan			management contractor	beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
8	8.5	7.8	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
8	8.6	8.5	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, MAB and DSEWPaC.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DSEWPaC, MAB and as appropriate to DEPI.
8	8.7	8.6	Review and update Annual Works Plan in consultation with TfN.	Dec	20	ha	Land owner in consultation with TfN	Following years management tailored to current site conditions.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
8	8.8	Nil	Monitor GSM population as per Section 3.8 and prepare a report on occurrence and abundance.	Oct - Dec	1	Report	Land owner in consultation with TfN	GSM Monitoring report provided to TfN MAB and DSEWPaC.
9	9.1	8.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
9	9.2	8.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.	16th January – 31st July	20	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
9	9.3	8.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sep–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity - month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
9	9.4	8.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July-Nov or as required and detailed in the annual works plan	20	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
9	9.5	8.7	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
9	9.6	9.5	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, MAB and DSEWPaC.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DSEWPaC, MAB and as appropriate to DEPI

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
9	9.7	9.6	Review and update Annual Works Plan in consultation with TfN.	Dec	20	ha	Land owner in consultation with TfN	Following years management tailored to current site conditions.
10	10.1	9.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
10	10.2	9.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.	16th January – 31st July	20	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
10	10.3	9.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sep–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
10	10.4	9.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	20	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
10	10.5	7.5	Develop burn plan and undertake ecological burn of the offset site to reduce plant biomass and promote recruitment of native species. Ecological burns to be undertaken over 40-50% of the offset area at least four times during 10 year management period (e.g. years 1, 4, 7 and 10). Conduct burns in different seasons to promote regeneration of a variety of species. Undertake burns outside Nov-Jan when threatened fauna species on site are active.	Feb-Mar (or as specified in the burn plan)	10	ha	Qualified contractor in consultation with CFA and TfN	Medium intensity burn over 40–50% of the 20 ha area. Some small areas within burn boundary left unburnt. No area to be burnt at a frequency of more than once every three years. Follow up weed control will be undertaken within the burn area in accordance with section 1.5. Burns must also be undertaken to generate a mosaic pattern of burnt and unburnt areas (See section 3.5.4.)
10	10.6	9.7	Undertake regular site inspections at a frequency to ensure management	Site inspections at an appropriate	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a

AL032054E
17/04/2014 $113 CTA

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period. The Spring of Year 10 recommended as a site inspection year for TfN.	frequency				series of notes of observations made by the land owner during site inspections.
10	10.7	10.6	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, MAB and DSEWPaC.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DSEWPaC, MAB and as appropriate to DEPI.
10	10.8	5.6	Qualified ecologist to undertake monitoring, and refine management actions based on results. Report to regulator as required.	Oct-Nov monitoring Dec Reporting	1	Report	Qualified ecologist to be engaged by the Land Owner	Prepare standard report including results from photos and agreed performance measures outlined in Section 3.5. Monitoring report provided to TfN MAB, DEPI/Council and DSEWPaC.
10	10.9	10.7	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, MAB and DSEWPaC.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DSEWPaC, MAB and as appropriate to DEPI.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
10	10.9	10.8	Revise this offset management plan (OMP) in consultation with TfN to identify management actions required to maintain the offset site in perpetuity.	Dec	1	OMP	Qualified ecologist	Updated offset management plan to aid ongoing maintenance of the offset site.
10	10.10	Nil	Monitor GSM population as per Section 3.8 and prepare a report on occurrence and abundance.	Oct - Dec	1	Report	Land owner in consultation with TfN	GSM Monitoring report provided to TfN MAB and DSEWPaC.
10	10.11	10.9	Identify and allocate resources for ongoing management and continue to implement active ecological management to maintain the offset site.	Dec			Land Manager in consultation with TfN	Ongoing ecological management to maintain and improve the ecological values of the Protection Site in perpetuity.
Beyond year 10			Maintain fences and gates around broader offset area in good working order.	Continuous (inspection and management)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
Beyond year 10			Evaluate ground cover biomass and manage using pulse grazing and ecological burning	As required	20	ha	Land owner	Maintain an open tussock grassland structure (30% inter-tussock spacing) using fire and pulse grazing, and ensure areas with high levels of dead weeds are subject to biomass reduction.
Beyond year 10			Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area.	Feb – Apr, Sept – Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity - month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
Beyond year 10			Control all high threat grass / herb weeds before seed set using appropriate methods to ensure existing weed levels, at the minimum, do not increase. Eliminate all woody weeds. Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July - Nov	20	ha	Land Owner	Minimise the occurrence of weeds, with no increase in cover of weeds, including high threat weeds, beyond current levels. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
Beyond year 10			Undertake monitoring and refine management actions based on results. Identify any new high threat weeds for priority control. Conduct regular site inspections at a frequency to ensure management activities are conducted as required. These inspections will be conducted by the land owner.	Oct-Nov monitoring Site inspections at an appropriate frequency			Land Owner	Land Owner to undertake monitoring as required and site inspections biannually (at a minimum).

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AL032054E
17/04/2014 $113 CTA

3.7 Monitoring and Reporting

Net Gain offset sites require a review of the management actions by a qualified ecologist after years 1, 3, 5 and 10 of management. Baseline data will be collected prior to the commencement of management works and data on the selected parameters will be collected during each of the four reviews. The results of these audits will be reported to Trust for Nature and DEPI/Council as required. A template for this reporting is provided in Appendix 3 which will also be used for the collection of baseline data at the start of the offset management period. Information from these monitoring events will be used to guide the ongoing site management.

After the 10 year review the offset site will continue to be managed by the land owner in a manner consistent with the objectives of this plan.

More general supervision/monitoring of the grassland will be undertaken by the Trust for Nature to ensure the grasslands response to management actions produce the desired outcome outlined by this plan. Trust for Nature will visit the site a minimum of four times over the 10 year management period (at least the spring of years 1, 3, 6 and 10) and will liaise with the land owner annually regarding the development of an annual works plan.

The progress of management works will be monitored by the land owner on a regular basis (at a minimum once every 2 months). The land owner will provide a management progress report to Trust for Nature on an annual basis (or more frequently as required).

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Actions

- Engage a qualified ecologist to undertake monitoring of management at the commencement of the offset management period (to provide baseline data) and in years 1, 3, 5 and 10. Reports will be provided after years 1, 3, 5 and 10 to Trust for Nature and DEPI/Council as required and will include a review of past works and future planning.
- A minimum of 15 permanent photo points will be established by the ecologist, marked and accurately located by GPS or similar within the offset site. Photo points will be located to adequately characterise the current vegetation condition, and include a range of weed species. These photo points will be used to monitor the vegetation for at least the 10 year period covered by this plan.
- Within a 5 x 5 m area centred on each photo point the ecologist will assess the percentage total vegetation cover, percentage cover of inter-tussock space, average height of vegetation and cover of native and exotic life-forms will be recorded.
- The results of the current year's management actions in relation to the annual management objectives will be reviewed by 31 December each year in consultation with Trust for Nature. This requires regular site inspection to determine the progress of pest plant and animal control works. Short inspections by the land owner to monitor management progress will be completed at least every two months. Input from the Trust for Nature is also required to approve any potential changes to management activities. This input will occur at least once per annum.
- An annual management review will inform the annual works program. This works program will be prepared by the land owner in consultation with the Trust for Nature by the end of December each year. The plan will be implemented by the land owner and will include achievable management objectives consistent with this management plan. The works program for the coming year will also address issues that may not have been anticipated in formulating this original management plan.
- Annual progress reports will be prepared by the land owner.

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- Appropriate records must be kept for each monitoring event by the land holder, TfN and the nominated ecologist (date, time, location, description of features or actions within each photograph).
- A completed Landowner monitoring and reporting form (required by DEPI in years 2, 5, 10 and within three months as requested in writing by DEPI after year 10).

3.8 Golden Sun Moth Monitoring

As the site is specifically an offset site for the conservation of Golden Sun Moth, monitoring during the flight season for this species is considered essential for DSEWPaC to determine the efficacy of the actions taken to protect and offset impacts to this species (see Table 12 for an outline of the management actions required to satisfy Referral condition 12e). As the species is known to occur at the offset site and active management is expected to improve the condition of this habitat, monitoring the population of GSM every second year is appropriate.

A monitoring event includes four GSM surveys within the flight season to document the occurrence and abundance of GSM within the offset site. Surveys are prescribed for every second year (years 2, 4, 6, 8 and 10) over the ten year management period outlined by this OMP. Surveys will be undertaken during the GSM flight season, which in this region is typically expected to be between October and December each year. As the timing of the flight season varies annually and geographically, surveys need to be initiated from when warm weather is considered likely to stimulate emergence. In this region this is expected to occur anytime from early October onwards. Any observations of GSM during monitoring for vegetation condition and during inspections by the land owner or TfN will also be recorded.

As GSM are known to occur at McDonnells Road no reference sites are required. However, prior to surveys being conducted at this site, reports of GSM flying around Melbourne are likely to provide a useful indicator to identify the start of the flight season at this site.

Surveys are to be spaced at least one week apart to allow for variations in emergence patterns. Survey will take place when conditions were suitable for male flight (generally >20°C, bright, clear days, full sun, absence of rain and wind other than a light breeze) between 10:00 hrs and 15:00 hrs.

Each survey will examine the entire site systematically using two zoologists driving a series of transects running east-west and spaced approximately 50m apart. Tracks will be recorded using a GPS and a waypoint taken for each location where GSM are observed. Each survey is expected to take between approximately three to four hours to complete.

Any obvious changes to the habitat characteristics of the offset area will be recorded during the GSM survey.

3.9 Timing

The time frame of the OMP is 10 years from commencement of management works, in accordance with the Native Vegetation Framework (NRE 2002). Gains are required to be achieved over this ten year period. The formal commencement of the 10 year management period must start when the offset area has been legally protected.

Reports prepared by a suitably qualified ecologist will be provided after years 1, 3, 5 and 10 to Trust for Nature, MAB and DSEWPaC and also to DEPI/Council as required, and will include a review of past works and future planning.

The land owner will provide a report on the status of management works to the Trust for Nature, MAB and DSEWPaC on an annual basis.

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Monitoring reports assessing the Golden Sun Moth population prepared by a suitably qualified ecologist will be provided to Trust for Nature, MAB and DSEWPaC after the flight season for years 2, 4, 6, 8 and 10 of this plan as directed by Table 12.

Prior to works being undertaken each year the annual works program (based on Table 8) will be reviewed. The person undertaking the works will prepare a detailed works program in consultation with Trust for Nature. The works program for the coming year will also address issues that may not have been anticipated in formulating this original management plan.

This management plan will be periodically reviewed during the 10 year management period and modified if necessary. It is suggested that a review of this plan be incorporated in the reporting requirements for years 1, 3, 5 and 10.

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Appendices

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Appendix 1

A1.1 Plant species recorded within the Dennis Grassland

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Rare or threatened species status:

Australian status:

VU Vulnerable (EPBC Act)

Victorian status:

v vulnerable (VBA, 2010)

Noxious weed status:

RC Regionally controlled species

Table A1.1. Flora species (69 native, 39 weeds) recorded from the broader Dennis Grassland (VBA List T25298).

Status	Scientific Name	Common Name
Rare or Threatened Species		
v	*Comesperma polygaloides*	Small Milkwort
VU,v	*Glycine latrobeana*	Clover Glycine
Native Species		
	Acaena echinata	Sheep's Burr
	Acaena ovina	Australian Sheep's Burr
	Agrostis venusta	Misty Bent
	Amphibromus nervosus	Common Swamp Wallaby-grass
	Arthropodium sp. 3 (aff. *strictum*)	Small Chocolate-lily
	Arthropodium strictum	Chocolate Lily
	Asperula conferta	Common Woodruff
	Austrostipa nodosa	Knotty Spear-grass
	Austrostipa oligostachya	Fine-head Spear-grass
	Caesia calliantha	Blue Grass-lily
	Calandrinia calyptrata	Pink Purslane
	Calocephalus citreus	Lemon Beauty-heads
	Convolvulus angustissimus	Blushing Bindweed
	Convolvulus remotus	Grass Bindweed
	Crassula peduncularis	Purple Crassula
	Crassula tetramera	Australian Stonecrop
	Cynoglossum australe	Australian Hound's-tongue
	Deyeuxia quadriseta	Reed Bent-grass
	Dichelachne crinita	Long-hair Plume-grass
	Dichondra repens	Kidney-weed
	Drosera peltata	Pale Sundew
	Eleocharis acuta	Common Spike-sedge

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Status	Scientific Name	Common Name
Native Species (cont.)		
	Eleocharis pusilla	Small Spike-sedge
	Epilobium billardierianum	Variable Willow-herb
	Eryngium ovinum	Blue Devil
	Eryngium vesiculosum	Prickfoot
	Geranium retrorsum	Grassland Crane's-bill
	Goodenia pinnatifida	Cut-leaf Goodenia
	Haloragis heterophylla	Varied Raspwort
	Hydrocotyle sibthorpioides	Shining Pennywort
	Hypericum gramineum	Small St John's Wort
	Juncus bufonius	Toad Rush
	Juncus flavidus	Gold Rush
	Juncus subsecundus	Finger Rush
	Lachnagrostis aemula	Leafy Blown-grass
	Leptorhynchos squamatus	Scaly Buttons
	Lobelia pratioides	Poison Lobelia
	Lomandra nana	Dwarf Mat-rush
	Lythrum hyssopifolia	Small Loosestrife
	Melicytus dentatus	Tree Violet
	Microlaena stipoides var. *stipoides*	Weeping Grass
	Microtis unifolia	Common Onion-orchid
	Montia australasica	White Purslane
	Oxalis perennans	Grassland Wood-sorrel
	Pentapogon quadrifidus var. *quadrifidus*	Five-awned Spear-grass
	Plantago gaudichaudii	Narrow Plantain
	Poa labillardierei var. (Volcanic Plains)	Basalt Tussock-grass
	Poa rodwayi	Velvet Tussock-grass
	Poa sieberiana var. *hirtella*	Grey Tussock-grass
	Poa sieberiana var. *sieberiana*	Grey Tussock-grass
	Ranunculus inundatus	River Buttercup
	Rumex brownii	Slender Dock
	Rytidosperma caespitosum	Common Wallaby-grass
	Rytidosperma carphoides	Short Wallaby-grass
	Rytidosperma duttonianum	Brown-back Wallaby-grass
	Rytidosperma erianthum	Hill Wallaby-grass
	Rytidosperma geniculatum	Kneed Wallaby-grass
	Rytidosperma laeve	Smooth Wallaby-grass
	Schoenus apogon	Common Bog-sedge
	Solenogyne dominii	Smooth Solenogyne
	Thelymitra pauciflora	Slender Sun-orchid
	Themeda triandra	Kangaroo Grass
	Triptilodiscus pygmaeus	Common Sunray
	Utricularia beaugleholei	Purple Bladderwort
	Wahlenbergia gracilis	Sprawling Bluebell
	Wahlenbergia graniticola	Granite Bluebell
	Wahlenbergia luteola	Bronze Bluebell

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Status	Scientific Name	Common Name
Introduced Species		
	Acetosella vulgaris	Sheep Sorrel
	Aira cupaniana	Quicksilver Grass
	Aira elegantissima	Delicate Hair-grass
	Anthoxanthum odoratum	Sweet Vernal-grass
	Arctotheca calendula	Cape Weed
	Avena barbata	Bearded Oat
	Briza minor	Lesser Quaking-grass
	Bromus hordeaceus subsp. *hordeaceus*	Soft Brome
	Carduus tenuiflorus	Winged Slender-thistle
	Centaurium tenuiflorum	Slender Centaury
	Cerastium glomeratum	Sticky Mouse-ear Chickweed
	Cicendia quadrangularis	Square Cicendia
RC	*Cirsium vulgare*	Spear Thistle
	Cuscuta planiflora	Small-seed Alfalfa-dodder
	Cynosurus echinatus	Rough Dog's-tail
	Erodium botrys	Big Heron's-bill
	Festuca arundinacea	Tall Fescue
	Holcus lanatus	Yorkshire Fog
	Hordeum leporinum	Barley-grass
	Hypochoeris radicata	Flatweed
	Isolepis levynsiana	Tiny Flat-sedge
	Juncus capitatus	Capitate Rush
	Juncus microcephalus	Tiny-headed Rush
	Leontodon taraxacoides subsp. *taraxacoides*	Hairy Hawkbit
	Lolium multiflorum	Italian Rye-grass
	Parentucellia latifolia	Red Bartsia
	Phalaris aquatica	Toowoomba Canary-grass
	Plantago coronopus	Buck's-horn Plantain
	Romulea rosea	Onion Grass
	Rumex crispus	Curled Dock
	Sonchus oleraceus	Common Sow-thistle
	Tragopogon porrifolius	Salsify
	Trifolium angustifolium var. *angustifolium*	Narrow-leaf Clover
	Trifolium campestre var. *campestre*	Hop Clover
	Trifolium dubium	Suckling Clover
	Trifolium spp.	Clover
	Trifolium subterraneum	Subterranean Clover
	Vulpia bromoides	Squirrel-tail Fescue
	Vulpia muralis	Wall Fescue

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Appendix 2

DEPI Net Gain Calculator Output

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DSE Gain Calculator

Version 1.2, October 2008

About DSE Gain Calculator

STEP 1 Enter site details

NAME or EOI CODE:	Dennis
SITE CODE (number):	HZ1
SITE LOCATION/ADDRESS:	Birregurra
PROPERTY SIZE:	>=10 Ha

STEP 2 Habitat zone code (a-z): a

Zone Type: Offset (Net Planning)

STEP 3 Select bioregion: Victorian Volcanic Plain

STEP 4

Select EVC: Plains Grassland — E

If "Other" is selected: EVC: Standardiser:

- enter EVC & Standardiser
- enter assessed habitat scores manually under STEP 10, based on EVC BCS.

STEP 5 Enter size of habitat zone, to one decimal place: 20.0 ha (or revegetation area)

STEP 6 Select current land tenure: Freehold

STEP 7 Select current planning controls

- [ ] no entitlement to graze with domestic stock
- [ ] no entitlement to remove trees - alive
- [ ] no entitlement to remove trees - dead
- [ ] no entitlement to remove dead vegetation
- [ ] no entitlement to remove fallen timber
- [ ] requirement for regular fuel reduction
- [ ] other - please insert

Enter other:

STEP 8 Select proposal type: Remnant patch

STEP 9 Select total patch size class - including adjoining zones: >=20Ha

STEP 11 Choose the appropriate management options as required

- [ ] (a) Exclude stock and ensure that weed cover does not increase beyond current levels*
- [x] (b) Retain all standing trees – dead or alive
- [x] (c) Retain all fallen timber/branches/leaf litter
- [x] (d) Eliminate high threat woody weeds & control pest animals
- [ ] (e) Eliminate all identified high threat weeds & control pest animals
- [ ] (f) Supplementary planting
- [ ] (g)
- [ ] (h) Any additional site-specific management actions

If (h) is selected, select management actions from below:

- [ ] Ecological thinning
- [ ] Ecological burning
- [ ] Ecological flooding
- [ ] Other

*For Grassland type EVC's only

Replace management option (a) above with:

High Productivity-Periodic biomass reduction at agreed timing/frequency.

* All grassland management actions must ensure no further weed spread

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Victoria The Place To Be

STEP 10 Current Habitat Score

Attribute	Max	Default	Assessed	Comments
Large Trees	10	na		
Tree canopy cover	5	na		
Understorey	25	10	15	
Lack of weeds	15	7		
Recruitment	10	6		
Organic litter	5	3	5	
Logs	5	na		
Landscape context	25	10	16	
Standardised Habitat Score	100	61		

STEP 12 Gain Scores for Remnant Management

Attribute	Maintenance Gain/ha		Improvement Gain/ha		Comments
	Calculated	Assessed	Calculated	Assessed	
Large Trees	na		na		
Tree canopy cover	na		na		
Understorey	7.5		1.25		
Lack of weeds	na		1		
Recruitment	3		1		
Organic litter	2.5		0		
Logs	na		na		
Total	13		3.25		

STEP 13 Choose security arrangement: Registered on-title agreement or crown land equivalent

Standardised Sum Main + Impr Gain/ha	22.10
Prior Mgt Gain/ha	6.1
Security Gain/ha	6.1
Total Gain/ha	34.30

Calculating the total gain

Total Gain (HHa)	6.86

STEP 14 User details

USER NAME:	
ORGANISATION:	
CONTACT TELEPHONE:	
CONTACT EMAIL:	

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Appendix 3

A3.1 DEPI Owner Monitoring and Reporting Form

Landowner of offset site	
Location and address of offset site [1]	
Offset site number (if applicable)	
Offset plan reference number (if applicable)	
Responsible Authority	
Report #	
Signature	
Date	

Please attach a copy of Management Action Table from the Offset Plan with information on which actions have been completed for year/s of this reporting period.

Describe specific monitoring results from surveys undertaken, survival rates of revegetation works, fencing work, success of weed and pest animal control work, successful management tools (i.e. techniques used to control weed species, protection of new plants, monitoring techniques...) and any problems or issues experienced (i.e. new infestation of weed species, storm damage to fencing...).

Provide photographs showing evidence of works.

If any agreed management actions or commitments are incomplete or have not been undertaken in the times specified explain the reasons why and what program of action/s will be undertaken to implement the action. If no action is to be undertaken please explain the reason/s and how the targets specified will be met.

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Appendix 4

A4.1 EPBC Act Offsets Assessment Guide

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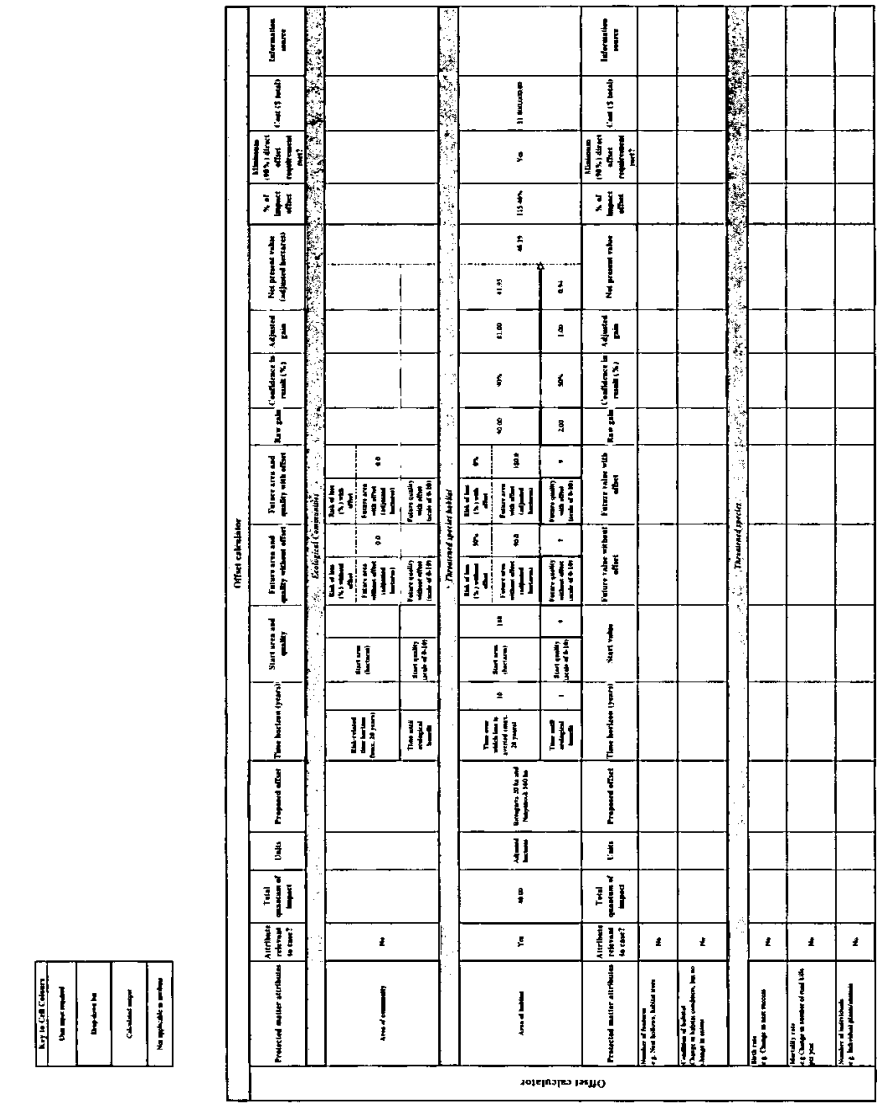

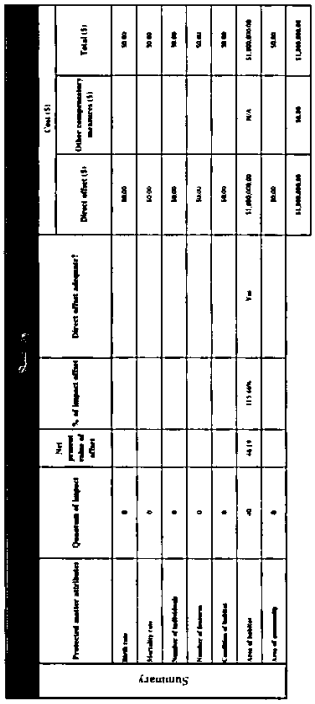

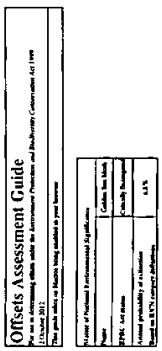

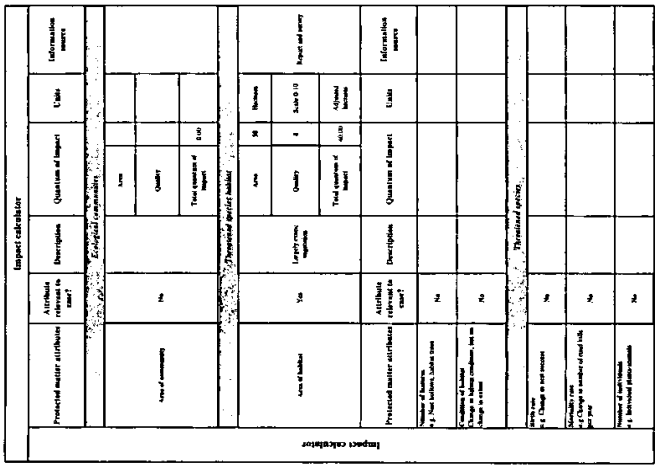

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Figures

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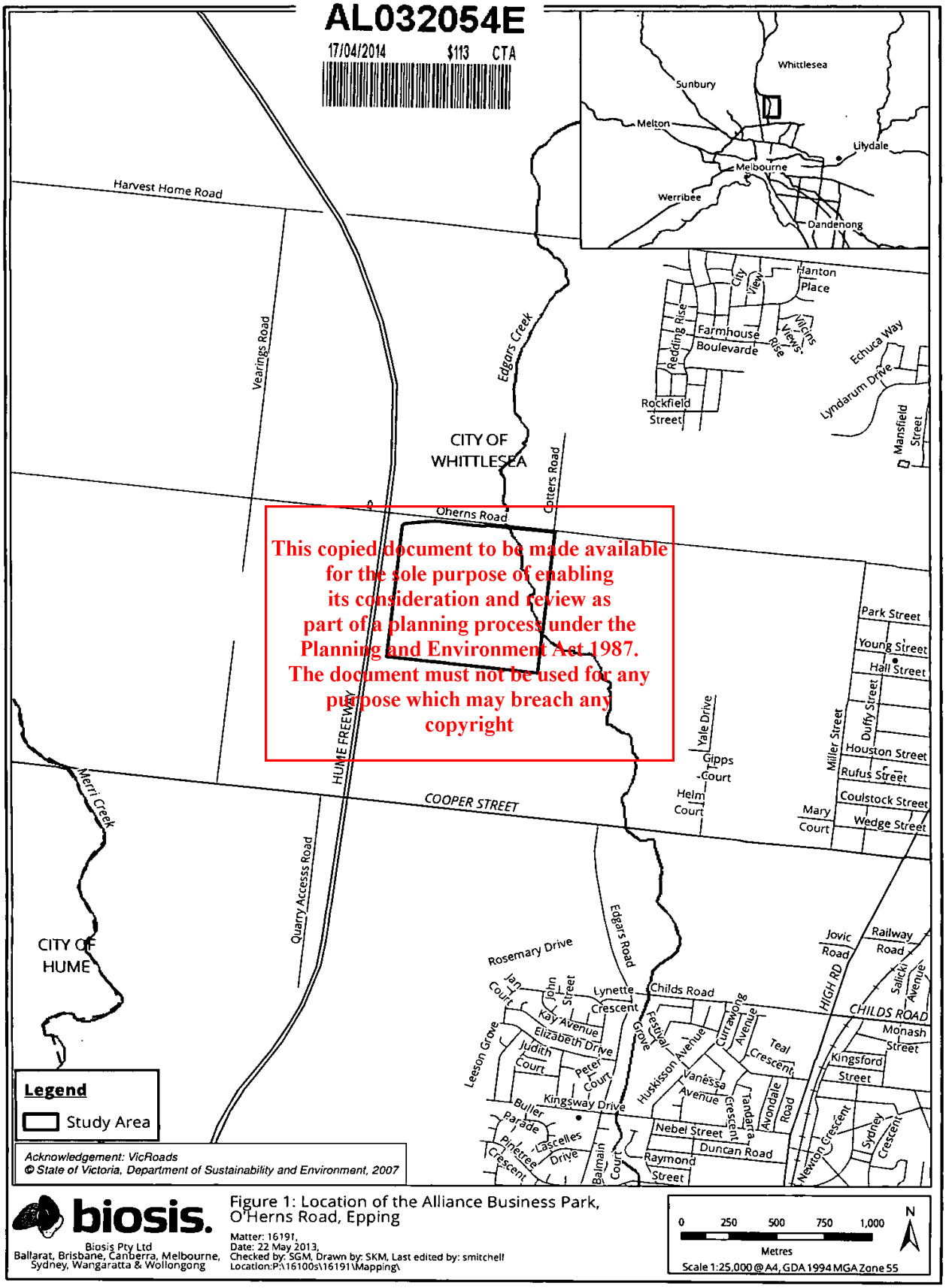

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Figure 1: Location of the Alliance Business Park, O'Herns Road, Epping

Matter: 16191,
Date: 22 May 2013,
Checked by: SGM, Drawn by: SKM, Last edited by: smitchell
Location:P:\16100s\16191\Mapping\

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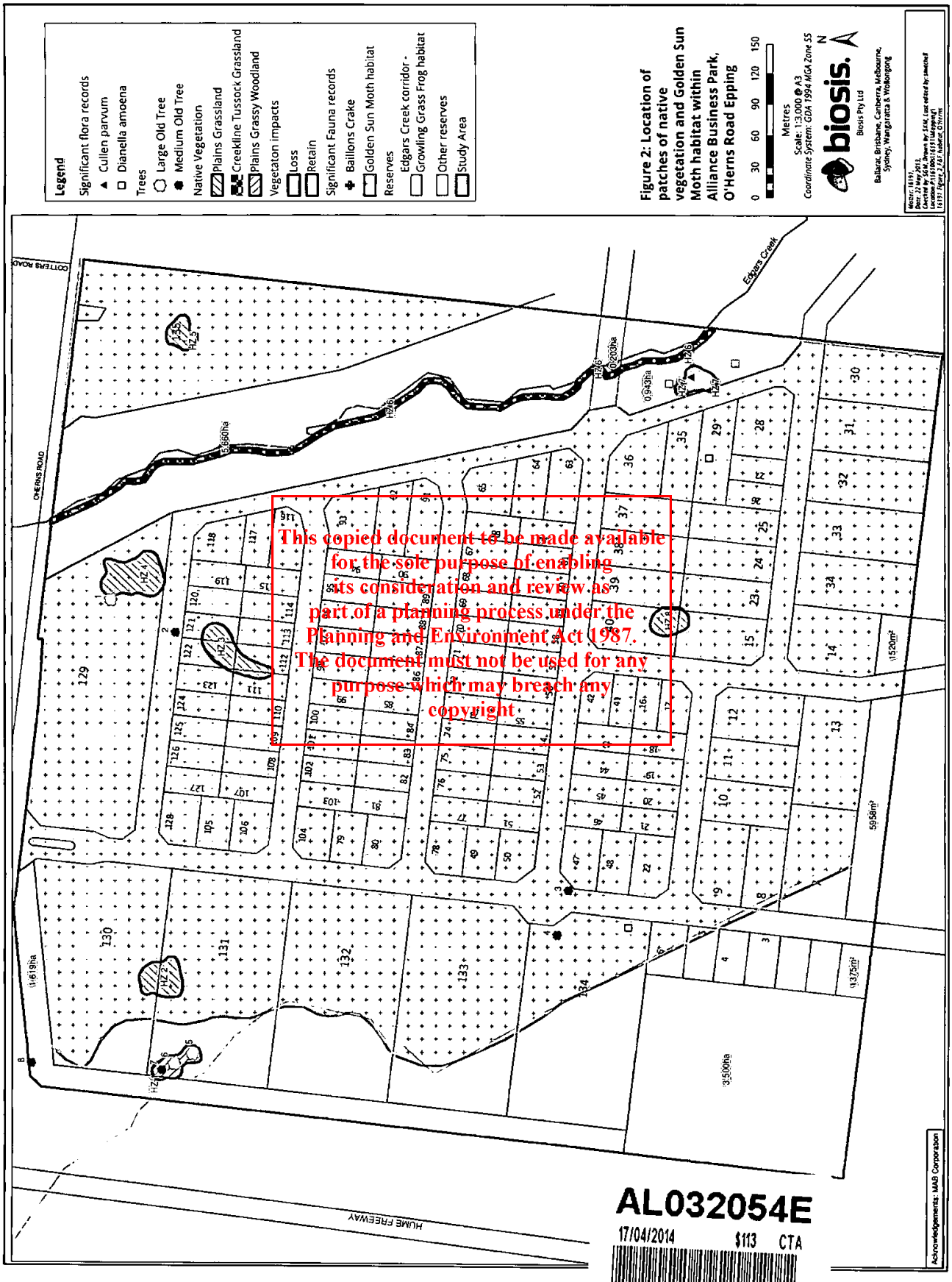

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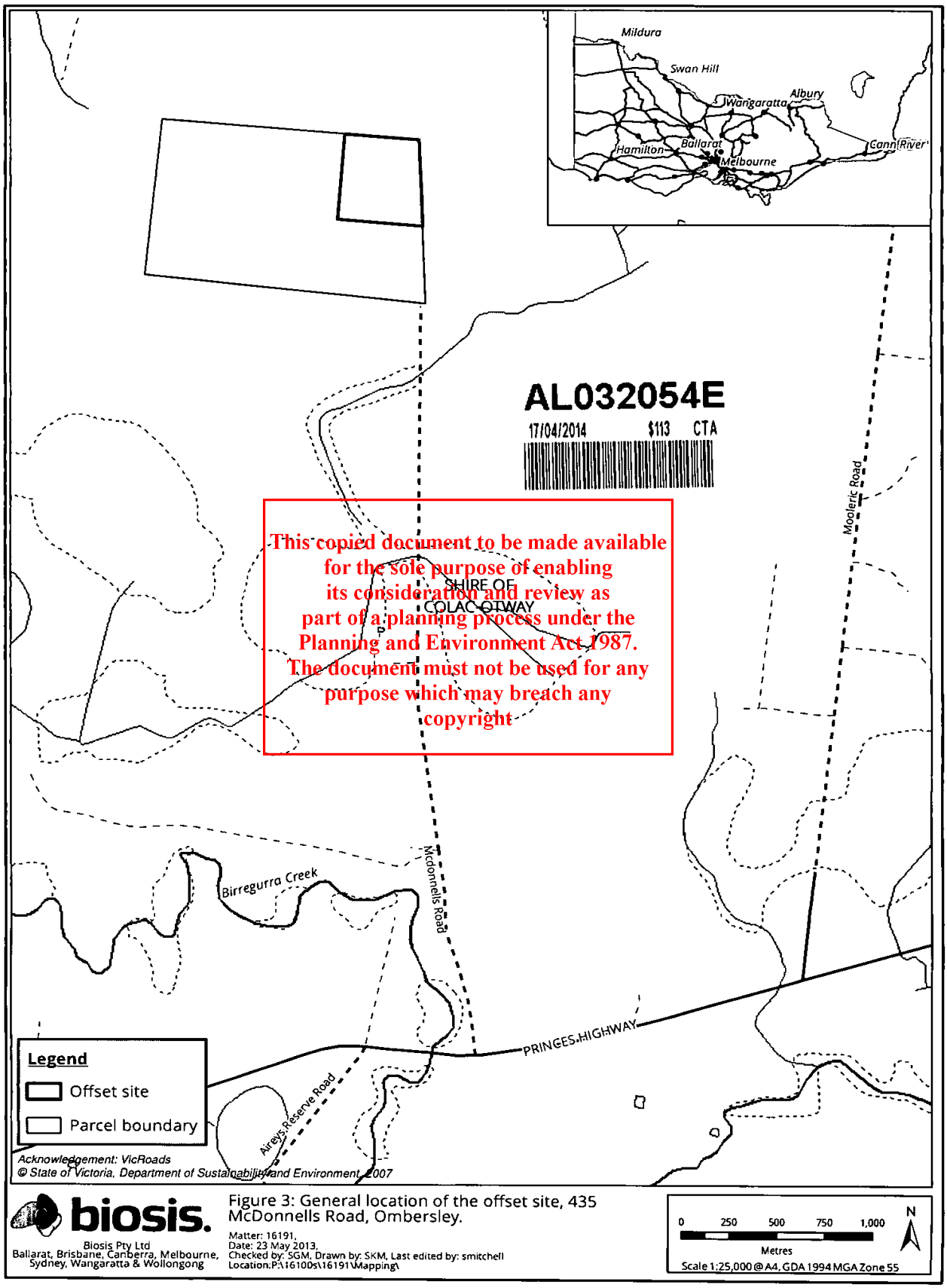

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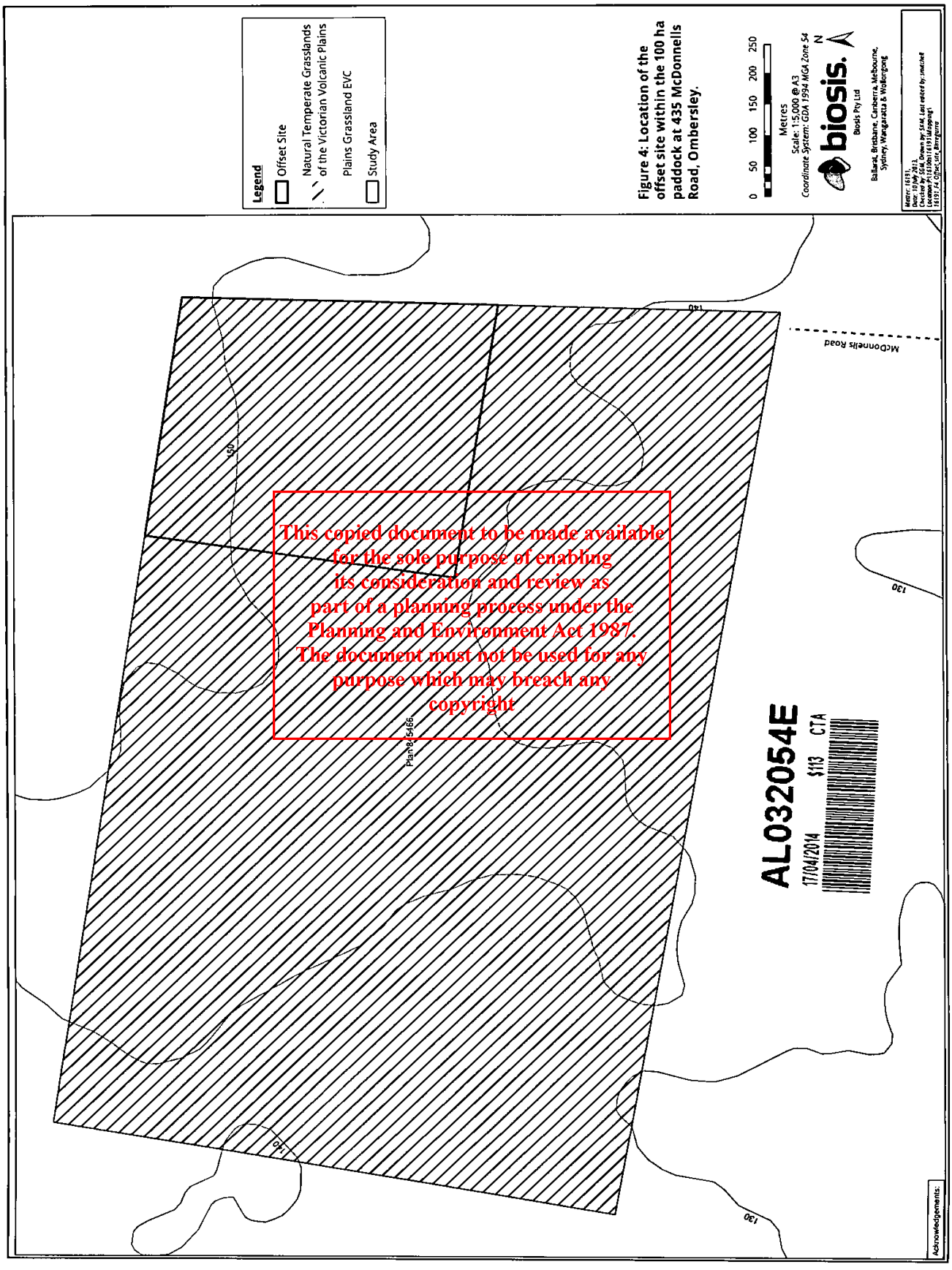

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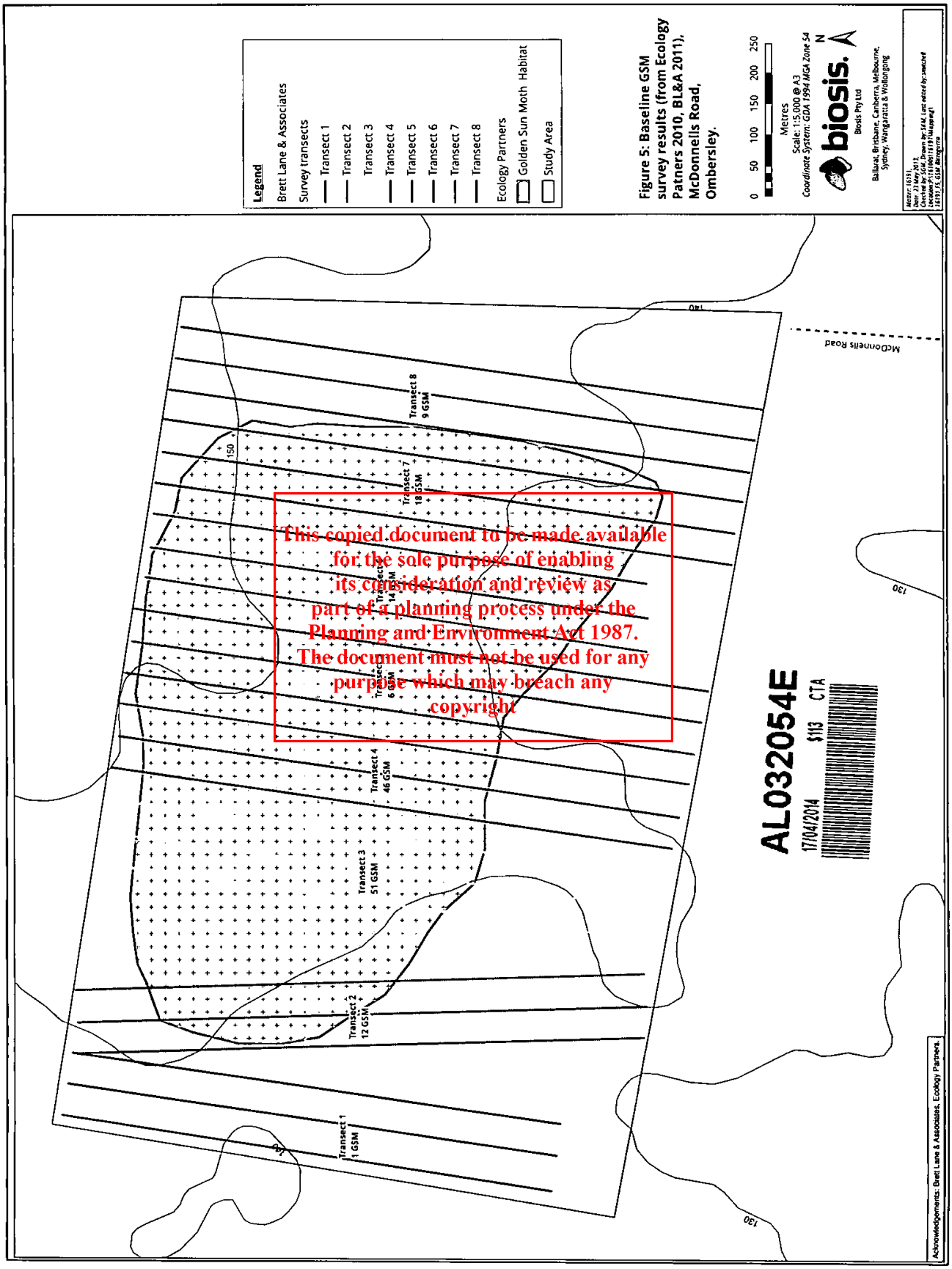

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Schedule 7: Compliance Commitments

1. The Owner covenants and agrees that it must submit a report to Trust for Nature within one year after the execution of this Deed, and every year thereafter for a period of ten years after the execution of this Deed, and thereafter at the reasonable request of Trust for Nature.

2. If satisfied that the Owner has implemented the Offset Management Plan for a relevant year and otherwise complied with this Agreement, Trust for Nature will authorise the Owner to submit an invoice and make payments in accordance with the Payment Schedule to the Owner for the relevant year.

3. If the landowner has carried out the obligations of the Offset Management Plan to the satisfaction of Trust for Nature, but a Target is not achieved for reasons out of the control of the Owner, Trust for Nature will not withhold any payment to the Owner.

Payment Schedule to the Owner

Date of Payment to Owner	Payment to Owner payable by the Trust
Initial Payment on Commencement of the Deed (Initial Payment)	$96,505
At the end of the first year	$72,378.75
At the end of the second year	$24,126.25
At the end of the third year	$24,126.25
At the end of the fourth year	$24,126.25
At the end of the fifth year	$24,126.25
At the end of the sixth year	$24,126.25
At the end of the seventh year	$24,126.25
At the end of the eighth year	$24,126.25
At the end of the ninth year	$48,252.50
At the end of the tenth year	$96,505

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VICTORIA

APPLICATION FOR NOTIFICATION OF COVENANT

Lodged by:
Name: Trust for Nature
Phone: (03) 8631 5808
Address: C/O Pearce Webster Dugdales
4/379 Collins Street, Melbourne
Customer Code: 3562M

TRUST FOR NATURE (VICTORIA) of Level 5, 379 Collins Street, Melbourne established pursuant to the Victorian Conservation Trust Act 1972 **HEREBY APPLIES** pursuant to Section 3A (10) of the Act for entry of a Memorandum of the Covenant contained in the attached Instrument dated the **30th October 2014** which Instrument creates a Covenant pursuant to Section 3A of the said Act over the land marked hatched on the Plan being part of the land contained in Certificate of Title Volume 8600 folio 564 and Certificate of Title Volume 8866 folio 517.

DATED this 26th **day of** November **2014.**

Trust for Nature (Victoria)
by its Solicitor and Agent

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Deed of Covenant

for the Conservation of Land

Bleak House Pty Ltd
Trust for Nature (Victoria)

Note: This Deed of Covenant includes land management obligations to protect and improve native vegetation for the purpose of generating Victorian Biodiversity Credits and Commonwealth Biodiversity Credits.

Note: Owners are obliged under this Covenant to promptly notify the Trust of any change in ownership or another encumbrance relating to the Land or any lease or other interest in Land which the Owners grant to any other person.

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28/11/2014 $116.50 CTA

Table of contents

Background 3
1. **Definitions** 4
2. **Interpretation** 5
Operative provisions 6
3. **Deed of Covenant** 6
4. **Registration** 6
5. **Effect of Agreement** 6
6. **Owner covenants** 6
7. **Further Covenants** 8
8. **Offset Management Plan** 9
9. **Covenant Management Plan** 10
10. **Letter of Approval** 10
11. **Acknowledgements by the Trust** 10
12. **Default by the Owner** 11
13. **Dispute resolution** 12
14. **Miscellaneous** 12
Execution and date 14
SCHEDULE 1 - LAND 16
SCHEDULE 2: VICTORIAN OFFSET MANAGEMENT PLAN 17
SCHEDULE 3: COMMONWEALTH OFFSET MANAGEMENT PLAN 28
SCHEDULE 4: COMPLIANCE AND PAYMENT CONDITIONS 29
SCHEDULE 5: PAYMENT SCHEDULE TO THE OWNER 31

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Parties

Bleak House Pty Ltd (Owner), at time of recording on title

Trust for Nature (Victoria) [ABN 60 292 993 543] **(Trust)**

Background

A The Owner is the registered proprietor of the land described in Schedule 1 (**Land**) and desires to enter into a covenant with the Trust under section 3A of the Act and which runs with the Land empowering the Trust to enforce the covenant against the Owner.

B The Trust and the Owner have agreed to enter into this Covenant, being satisfied that the Land possesses the appropriate characteristics and acknowledging that the Parties' aims and purposes are the conservation of the Land in accordance with the Covenant Objectives.

C Covenant Objectives are the conservation of the Land for public scientific and public educational purposes including, as relevant to the Land its:

(a) native plants and wildlife;

(b) natural interest or beauty;

(c) ecological significance;

(d) historical interest.

D The Trust and the Owner recognise that the intent of this Covenant is to contribute to the National Reserve System, under the Protected Area criteria established by the International Union for Conservation of Nature (IUCN 2008).

E The Trust and the Owner have agreed to enter into this Covenant to protect and improve native vegetation for the purpose of generating Victorian Biodiversity Credits and Commonwealth Biodiversity Credits.

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1. Definitions

In this Covenant the following definitions apply:

Act means the *Victorian Conservation Trust Act 1972* (Vic).

Biodiversity Equivalence Score/Units, including general and specific Biodiversity Equivalence Score/Units, have the same meaning as in the Victorian Biodiversity Assessment Guidelines.

Commonwealth Biodiversity Credit means an offset package approved by the Commonwealth government in accordance with the Environmental Protection and Biodiversity Conservation Act 1999 (Cth).

Covenant Management Plan means the plan mutually agreed to and signed by the Owner and the Trust for the management of the Land, as amended from time to time and which forms part of this Covenant once signed.

Covenant Objectives means the aims and purposes of this Covenant as outlined in Recital C.

Dwelling means any habitable structure, including but not limited to a house, permanent caravan, dependent persons unit or holiday accommodation.

Habitat Hectares has the same meaning as in *Victoria's Native Vegetation Management – A Framework for Action* (Department of Natural Resources and Environment 2002), which was replaced by the Victorian Biodiversity Assessment Guidelines, but which may still be used during a transitional period, pursuant to guidance issued by the Department of Environment and Primary Industries in 2013.

Home Occupation means an occupation carried on in a dwelling, or within the domestic area around a dwelling, by a resident of the dwelling.

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Land means the land shown hatched on the plan attached at Schedule 1 being part of the land more particularly described in Certificate of Title Volume 8866 Folio 517 and Certificate of Title Volume 8600 Folio 564.

Letter of Approval means a letter signed by the Trust providing approval for the Owner to undertake specific activities on the Land otherwise prohibited under this Covenant.

Minister means the Minister of the Crown administering the Act.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

Native Vegetation Credit Register means the scheme which facilitates trade in Victorian Biodiversity Credits operated by, or on behalf of the Victorian Department of Environment and Primary Industries, or its successor in law.

Offset Management Plan means a plan (in Schedule 2 and Schedule 3 of this Covenant) that outlines management obligations to improve the extent and quality of biodiversity on the Land for the purpose of generating Victorian Biodiversity Credits and/or Commonwealth Biodiversity Credits.

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Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it, including any Mortgagee-in-possession and all future registered proprietors of the Land.

Parties means the parties to this Covenant.

Permitted Defendable Space and Fire Protection Works means vegetation permitted to be removed under the applicable planning scheme (as amended from time to time), whether under a planning permit or exemption in the planning scheme, for bushfire protection purposes including for the creation of defendable space from an existing or new building or other fire protection works.

Subdivision means the subdivision as defined with the *Subdivision Act 1988* (Vic) (or its successor) or any consolidation of land or boundary realignment.

Tier 1 means that part of the Land designated as Tier 1 within Schedule 1, for the purpose of providing protection of the conservation values present within Tier 1 particularly remnant vegetation, including all its native flora and fauna.

Trust means Trust for Nature (Victoria) as established under section 2 of the Act.

Victorian Biodiversity Assessment Guidelines means the Victorian Department of Environment and Primary Industries' *Permitted clearing of native vegetation – Biodiversity assessment guidelines* (December 2013).

Victorian Biodiversity Credit means a certificate, credit, extract or other document which may be recorded and traded in the Native Vegetation Credit Register, which is evidence of the biodiversity value of agreed offset works expressed in a Biodiversity Equivalence Score/Units, or in Habitat Hectares.

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2. Interpretation

In the interpretation of this Covenant, the following provisions apply unless the context otherwise requires:

2.1. Headings are inserted for convenience only and do not affect the interpretation of this Covenant.

2.2. A reference in this Covenant to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

2.3. A reference in this Covenant to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced.

2.4. A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Covenant.

2.5. An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

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2.6. Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

2.7. A word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other genders.

2.8. A reference to the word 'include' or 'including' is to be interpreted without limitation.

2.9. Any schedules and attachments form part of this Covenant.

Operative provisions

3. Deed of Covenant

3.1. The Trust and the Owner agree without limiting or restricting the respective powers to enter into this Covenant and, insofar as it can be so treated, this Covenant is made pursuant to section 3A of the Act.

4. Registration

4.1. The Owner consents to the Trust making application to the Registrar of Titles to make a recording of this Covenant in the Register on the Certificate of Title of the Land in accordance with section 3A(10) of the Act and do all things necessary to enable the Trust to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Covenant of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

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5. Effect of Agreement

5.1. This Covenant shall be deemed to come into force and effect from the date of execution of this Covenant and the benefit and burden of this Covenant shall be annexed to the Land.

5.2. The obligations of the Owner under this Covenant will take effect as separate and severable covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assignee or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land.

6. Owner covenants

The Owner covenants at all times to observe and perform the following obligations and duties in relation to the Land:

General

6.1. To use and manage the Land in a manner, which in the reasonable opinion of the Trust, is consistent with the Covenant Objectives.

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6.2. Not to do any act or thing upon the Land, which in the reasonable opinion of the Trust, is prejudicial to its conservation or the Covenant Objectives.

Development and works

6.3. In particular, on and with respect to the Land, the Owner must not permit, cause or allow to occur unless approved subject to clause 10;

6.3.1. the Subdivision of the Land;

6.3.2. the construction or placement of any structure or Dwelling on the Land:

6.3.3. the erection of further transmission lines or other services or works (unless required by law);

6.3.4. the construction of any dams;

6.3.5. the erection or display of any notice, hoarding or advertising matter save for identification signs and interpretive signs;

Use and management

6.4. In particular, on and with respect to the Land, the Owner must not permit, cause or allow to occur, unless otherwise approved by the Trust in accordance with clause 10:

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6.4.1. the removal or destruction of any local indigenous trees, plants or grasses, dead or alive, or the planting of any flora other than local indigenous flora;

6.4.2. any act or omission which may adversely affect any local indigenous flora or any indigenous fauna or their related habitats;

6.4.3. (unless required by law) any deterioration in the natural state or in the flow, supply, quantity or quality of any body of water;

6.4.4. livestock to enter unless in accordance with the Offset Management Plan or Covenant Management Plan;

6.4.5. the introduction of any non-indigenous fauna, livestock or any cat, dog or other domestic animals;

6.4.6. the removal, introduction or disturbance of any soil, rocks, or other minerals;

6.4.7. the operation of any trade, industry or business;

6.4.8. the recreational use of trail bikes or any vehicles;

6.4.9. the accumulation of rubbish or storage of any materials other than materials being used or intended to be used by the Owner on the Land;

6.4.10. the removal of any timber including fallen timber;

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6.4.11. the establishment or spread of pest animals and pest plants which shall be controlled and, as far as possible, eliminated in accordance with section 20 of the *Catchment and Land Protection Act 1994* (Vic) (or its successor);

6.4.12. the establishment or spread of high threat pest animals and plants identified by the Trust or in the Offset Management Plan in Schedule 2 and Schedule 3, which shall be controlled and, as far as possible, eliminated;

6.4.13. the application of fertilizer; and

6.4.14. any other activities not consistent with the Covenant Objectives.

Exploration and extraction activities

6.5. In relation to any minerals exploration or extraction activity or production of gas, petroleum or other substance proposed on or with respect to the Land, the Owner must:

6.5.1. not permit any activity on the Land, unless required by law;

6.5.2. notify the Trust of any proposed activity; and

6.5.3. unless required by law, not consent to any activity unless the activity has been approved by the Trust in writing.

7. Further Covenants

7.1. The Owner further covenants and agrees:

7.1.1. to make reasonable efforts to remove pests and weeds from the Land and to prevent their future invasion;

7.1.2. to make reasonable efforts, if necessary, to erect fences which allow free movement of indigenous fauna between adjacent grazing areas and the Land, and to maintain fences and gates in good stock proof order and condition; and

7.1.3. to permit officers, agents or nominees of the Trust acting on behalf of the Trust provided prior notice of at least seven days has been given, to enter the Land in order to monitor and assess its condition, assess compliance with this deed and to prepare the Covenant Management Plan pursuant to clause 9.

Lease or Licence

7.2. The Owner further covenants and agrees upon resolving to lease or licence the Land or any portion of the Land to:

7.2.1. include within the lease or licence provided to any potential lessee or licensee of the Land a copy of this Covenant; and

7.2.2. in writing, procure the agreement of the tenant or licensee to perform and observe the duties and obligations as assumed by the Owner pursuant to this Covenant; and

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7.2.3. promptly notify the Trust in writing of any lease or licence entered into for the Land or any portion of the Land.

Sale

7.3. The Owner further covenants and agrees upon entering into any contract to sell the Land or any portion of the Land to:

7.3.1. include within the contract provided to any potential purchaser of the Land a copy of this Covenant; and

7.3.2. promptly notify the Trust in writing that the Owner has entered into a contract to sell the Land or any portion of the Land.

Other Interest

7.4. The Owner further covenants and agrees before granting or entering into any other contract or disposing of or creating any other interest in the Land or any portion of the Land to:

7.4.1. include within the contract or provide to the person being granted an interest in the Land or any portion of the Land, a copy of this Covenant; and

7.4.2. in writing, procure the agreement of the person being granted an interest in the Land to perform and observe the duties and obligations as assumed by the Owner pursuant to this Covenant; and

7.4.3. promptly notify the Trust in writing that the Owner has granted an interest in the Land or any portion of the Land.

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8. Offset Management Plan

8.1. The Owner must manage Tier 1 in accordance with the Victorian Offset Management Plan contained in Schedule 2 and the Commonwealth Offset Management Plan contained in Schedule 3 and complete all actions listed for a period of 10 years from the date of recording of this Deed of Covenant on title.

8.2. The Owner must comply with reasonable requests from the Trust, to the reasonable satisfaction of the Trust, on the performance of management obligations outlined in the Offset Management Plan.

8.3. The Owner must prepare an annual written report demonstrating completion of management actions for the preceding year.

8.4. If there is any inconsistency between the terms of this Covenant and the provisions of the Offset Management Plan (including any amendment to such Plan) then the provisions of the Offset Management Plan shall prevail.

8.5. Upon expiry of the Offset Management Plan, Tier 1 will remain subject to the provisions of this Covenant including any obligation to manage the Land in accordance with a Covenant Management Plan.

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9. Covenant Management Plan

9.1. As soon as practicable upon the expiry of the Offset Management Plan, the Covenant Management Plan must be prepared by the Trust and the Owner to the satisfaction of the Trust.

9.2. Upon expiry of the Offset Management Plan the Owner must manage Tier 1 in accordance with the Covenant Management Plan.

9.3. The Covenant Management Plan may be varied or amended by mutual consent in writing of both Parties, unless otherwise agreed.

9.4. The Parties agree that if there is any inconsistency between the terms of this Covenant and the provisions of the Covenant Management Plan, then the terms of this Covenant shall prevail.

9.5. The Parties agree that once mutually agreed to and signed by both Parties, the Covenant Management Plan forms a part of this Covenant and is enforceable as if it were part of the Covenant.

9.6. If the parties are unable to agree on the content and actions of the Covenant Management Plan then the dispute resolution process set out in clause 13 must be followed.

9.7. The Owner must do all things necessary to give effect to the terms of this Covenant and the Covenant Management Plan.

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10. Letter of Approval

10.1. The Parties agree that the Trust may provide prior written consent for the Owner to undertake any action not permitted under clause 6 on the following basis:

10.1.1. The Owner must obtain the consent of the Trust prior to undertaking any actions or works;

10.1.2. The consent must be in the form of a Letter of Approval issued by the Trust;

10.1.3. The Trust may place conditions on the grant of consent which must be provided to the Owner in writing; and

10.1.4. The consent will not be unreasonably withheld, provided that the Trust is satisfied that the proposal will not prejudice the Covenant Objectives.

11. Acknowledgements by the Trust

11.1. The Trust acknowledges that compliance with clause 6 and the restrictions set out in this Covenant may be treated as waived to the extent necessary for:

11.1.1. responsible fire protection (including any Permitted Defendable Space and Fire Protection Works), weed and pest control;

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11.1.2. acts outside the control of the Owner, including but not limited to:

(i) War;

(ii) Riot;

(iii) Insurrection;

(iv) Vandalism; and

(v) Natural disaster.

11.1.3. reasonable maintenance of infrastructure (including fences, culverts, dams, bridges, watercourses, buildings, tracks, paths, roads) and other services;

11.1.4. any act required under any law, rule or regulation of any government or governmental agency, executive or administrative order or act of general or particular application; and

11.1.5. the proper management of the Land as a protected environment for indigenous flora and fauna.

12. Default by the Owner

12.1. Where the Trust believes the Owner has breached or failed to comply with any term of this Covenant relating to the Land, the Trust may issue a notice in writing to the Owner that:

12.1.1. states the notice is a notice under this clause;

12.1.2. specifies the nature of the breach;

12.1.3. requests rectification by a nominated date; and

12.1.4. specifies the actions required to remedy the non-compliance with the terms of this Covenant (**Notice**).

12.2. If after 30 days from the date of the Notice the Trust believes that there has been an inadequate response by the Owner to the Notice:

12.2.1. the Trust or its agents may enter the Land to undertake the necessary conservation work;

12.2.2. the Owner must, immediately upon receipt of costs from the Trust, reimburse the Trust for the costs incurred; and

12.2.3. the costs in sub-clause 12.2.2 shall be capable of being recovered by the Trust in any court or competent jurisdiction as a civil debt recovered summarily.

12.3. Where either of the Parties dispute the Notice, the dispute resolution provisions in clause 13 apply.

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AL521922D
28/11/2014 $116.50 CTA

13. Dispute resolution

Meeting to attempt to resolve disputes

13.1. If a dispute arises under this Covenant or concerning its subject matter, either Party may at any time give written notice to the other requesting that a meeting take place to seek to resolve the dispute. The nominated senior representatives of both Parties must meet within ten days of the notice and try to resolve the dispute in good faith.

Either Party may not unreasonably withdraw from attendance at the meeting.

Performance of obligations

13.2. Despite the existence of a dispute, each Party must continue to perform its obligations under this Covenant.

Mediation

13.3. If the Parties fail to resolve the dispute within 30 days of the meeting under sub-clause 13.1, a mediator must be appointed by the Parties. If the Parties cannot agree on a mediator, the matter will be referred to a mediator chosen by the chairman of the Victorian Chapter of the Institute of Arbitrators and Mediators, Australia, or his or her nominee, for mediation. The parties agree the mediation must be conducted within 10 days of appointment of the mediator, the costs of the mediation to be shared equally between the parties and the mediation to be conducted in accordance with the principles and procedures stipulated by the mediator.

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13.4. Despite the provisions of sub-clause 13.3, where the Trust determines that the circumstances require immediate action to prevent damage to the conservation of the Land in accordance with the Covenant Objectives, it may pursue any other remedies available to it at law and in equity.

14. Miscellaneous

Entire agreement

14.1. This Covenant contains everything the Parties have agreed in relation to the subject matter it deals with. No Party can rely on an earlier written document or anything said or done by or on behalf of another Party before this Covenant was executed.

Governing law and jurisdiction

14.2. This Covenant is governed by the law of Victoria. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

Severability

14.3. Each provision of this Covenant is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Covenant in the relevant jurisdiction, but the rest of this Covenant will not be

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affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variations

14.4. Any variations to this Covenant must be done in accordance with the provisions of the Act.

Waivers

14.5. A waiver of any right, power or remedy under this Covenant must be in writing signed by the Party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.

14.6. The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Covenant does not amount to a waiver.

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Execution and date

Executed as a deed.

Date: 30th October 2014

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Executed by Bleak House Pty Ltd [ACN 159 342 891] *being signed by its authorised person(s) in accordance with section 127 of the Corporations Act 2001* (Cth); if the seal is affixed, witnessed by the following persons:

J E R Dennis
Signature of director/authorised officer

Claire Dennis
Signature of director/company secretary/authorised officer

JAMES E.R. DENNIS
Name of director/authorised officer (print)

CLAIRE DENNIS
Name of director/company secretary/authorised officer (print)

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The common seal of **Trust for Nature (Victoria)** was hereunto affixed by the authority of the Trustees in the presence of:

Victoria Marles
Signature of ~~Trustee~~ CEO

Signature of ~~Chief Executive Officer~~/Trustee

Victoria Marles
Name of Trustee (print)

Rikki Andrews
Name of Chief Executive Officer/Trustee (print)

It is hereby certified that the approval of the Minister under sub-section 3A(8) of the Act has been obtained to this covenant **(ref. schedule TNV** 205-1346 **).**

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Victoria Marles
Chief Executive Officer
Trust for Nature (Victoria)

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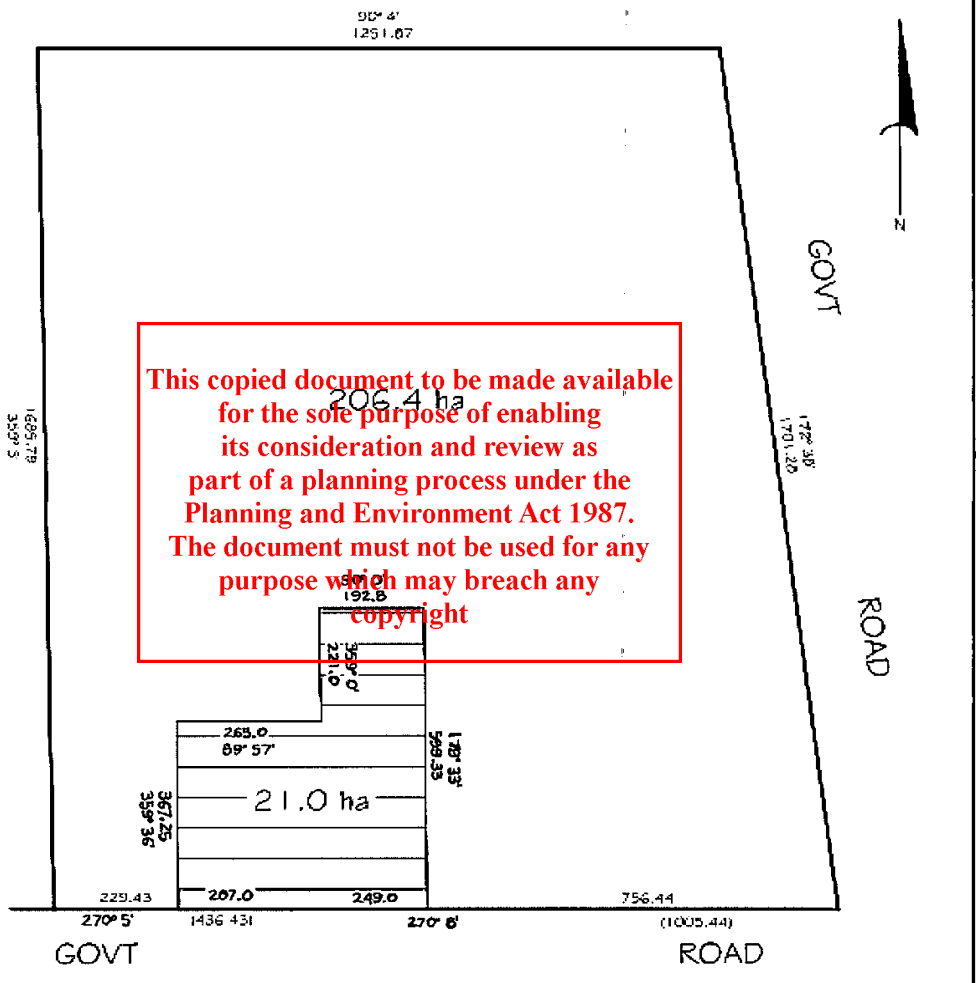
SCHEDULE 1 - LAND

PLAN FOR COVENANT PURPOSES LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 ON TITLE PLAN 845466A



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VOL: 8600	VOL: 8866	0 500
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AL521922D
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SCHEDULE 2: VICTORIAN OFFSET MANAGEMENT PLAN

Site Identifier: TFN-C0482/003

Expiry date: Ten years from the date of Covenant registration.

Assessor: Steve Mueck (Biosis)

Site assessment date: 18 December 2013

1. NET GAIN

Table 1: Assessed potential for increase in the extent and quality of native vegetation

Offset Zone identifier	**TFN-C0482/003/A**
Type	Protection of remnant vegetation
Bioregion	Victorian Volcanic Plain
Ecological Vegetation Class	Plains Grassland (EVC 132)
Conservation status	Endangered
Area (ha)	21.00
Habitat score (0 -1.0)	0.64
Best or remaining 50% of habitat for rare or threatened species	Best 50% of habitat
Conservation significance	Very High
Estimated gain available in habitat hectares	8.04
Number of large trees protected	N/A
Number of very large trees protected	N/A

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2. THREATENED SPECIES

Table 2: Rare and threatened species by offset zone

Offset Zone(s)	Species	Action	Habitat Assessment
003/A	Small Milkwort (*Comesperma polygaloides*)	Rare/threatened species recorded	Best 50% of habitat
003/A	Clover Glycine (*Glycine latrobeana)*	Rare/threatened species recorded	Best 50% of habitat
003/A	Striped Legless Lizard (*Delma impar)*	Rare/threatened species recorded	Best 50% of habitat
003/A	Golden Sunmoth (*Synemon plana)*	Rare/threatened species recorded	Best 50% of habitat
003/A	Matted Flax lily (*Dianella amoena*)	Rare/threatened species recorded	Best 50% of habitat
003/A	Plains Yam Daisy (*Microseris* sp. 1)	Rare/threatened species recorded	Best 50% of habitat

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3. MANAGEMENT TARGETS AND COMMITMENTS

The following on-going land use commitments will be met as part of this Offset Plan:

- Protecting current site quality;
- Retaining fallen logs, branches and leaf litter;
- Retaining all native vegetation, dead or alive;
- Maintaining and increasing the cover and diversity of understorey life forms;
- Maintaining appropriate organic litter cover in grassland areas;
- Eliminating high threat woody weeds (to less than 1% cover);
- Ensuring the cover and extent of other weeds do not increase beyond current levels;
- Maintaining and increasing the recruitment of mature plant species; and
- Excluding stock (unless required as part of the ecological management of the site prior consent has been obtained from Trust for Nature).

The owner will continue to manage the offset site after the completion of Year 10 as specified in this offset plan, such that:

- Weed cover does not increase beyond the level attained at the completion of Year 10; and
- Pest animals are controlled to the level attained at the completion of Year 10.

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4. MANAGEMENT ACTIONS

A gain in vegetation quality will be achieved over the length of the management plan in the offset site (Figure 1) by undertaking the following management actions, outlined in the covenant deed and schedules:

- Excluding stock (unless required as part of the ecological management of the site and prior consent has been obtained from Trust for Nature) through ongoing fencing maintenance;
- Eliminating high threat woody weeds (to less than 1% cover);
- Controlling other weeds to, or below, current levels; and
- Controlling all on-site grazing threats, including pest animals, and all high threats.
- Biomass Management in the form of ecological grazing or ecological burning in consultation with Trust for Nature.

Management actions will be undertaken according to the timeline set out in Table 3 and may be undertaken by the owner or an experienced contractor engaged by the owner. These actions will achieve standards for management outlined in up-to-date Department of Environment and Primary Industry (DEPI) BushBroker Information Sheets. Information sheets can be obtained on the DEPI website or by contacting DEPI.

The offset management actions (Table 3) may be reviewed by Trust for Nature. Management actions which are no longer effectively contributing to the Management Targets listed in Section 3 of Schedule 8 may be altered.

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Comments in relation to specific actions:

Weed Management

Weed management will be achieved through the control or elimination of high threat weed species as specified in the plan. All high threat weed species that were assessed to have a significant impact on the native vegetation quality have been included in the management table below. Other weeds including high threat weeds may occur or may appear in the future and it is the owner's responsibility to eliminate these as they arise.

Biomass Management

Biomass management in the form of pulse grazing with sheep will be conducted at a frequency relevant to the EVC. Different management approaches may be required depending on different grassy vegetation types. Pulse grazing with sheep will be carried out where there is a need to reduce cover of native grasses in order to improve the condition of the understory. Pulse grazing with sheep will be excluded from the beginning of August to the end of January. Stock must be removed should total vegetation cover fall below 50%. Biomass management plans must be approved in advance by Trust for Nature.

Biomass management in the form of burning will only take place when there is a need to reduce cover of native grasses in order to improve the condition of the understory. No area can be grazed

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and burnt in the same year. The aim in using fire is to increase diversity whilst ensuring biomass is maintained at an appropriate level. Patches within the site should be burnt in different years, no patch should be burnt more than once every 3 years and no more than 50% of the offset site will be burnt in any one year. In general, the most appropriate time to burn is late Autumn to Spring when the weather is mild. Burning must not be undertaken between November and January to avoid the flight season of Golden Sun Moth. Burning plans must be approved in advance by Trust for Nature.

5. MONITORING AND REPORTING

The Owner undertakes to establish one permanent photo-point in each offset zone across the offset site. Photographs taken from these points will be representative of the vegetation and objectives of the Offset Plan (e.g. areas of high threat weed invasion). Photographs will be taken in October each year and clearly labelled. Each photo will be taken from as near to the same point each year and will use the same direction, trajectory and camera settings as practicable.

The owner agrees to submit a Trust for Nature Landowner Monitoring and Reporting Form and Photographs to Trust for Nature according to the monitoring and reporting schedule provided in Table 4.

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Figure 1: Offset site map showing offset zones

LOTS 1, 2, 3, 4, 5, 6, 7, 8 & 9
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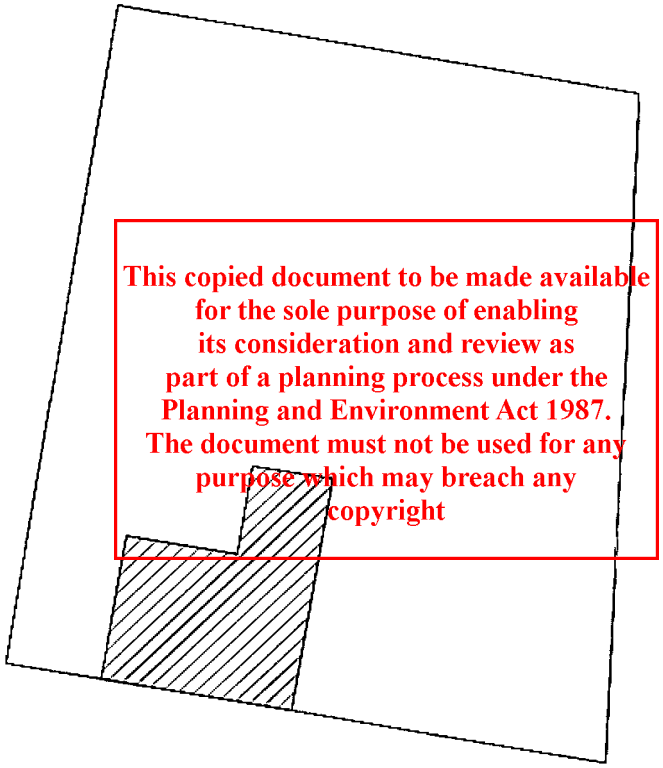

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C/T VOL: 8600 FOL: 564	C/T VOL: 8866 FOL: 517	Offset Zone	TFN-C0482/003/A

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Table 3: Management actions by year to be undertaken by the owner

Year	Offset zone	Description of action	Timing	Who will undertake this action?	Standard to be achieved
1	003/A	**Stock exclusion:** Monitor and maintain fencing	Continuous	Owner	No stock present on offset site
1-10	003/A	**Stock exclusion:** Ensure all stock remains absent from offset site (unless required as part of the ecological management of the site and prior consent has been obtained from Trust for Nature)	Continuous	Owner	Stock remains excluded from the offset area
		Woody weed control: There are currently no woody weeds within the offset area	Continuous	Owner	Maintain the absence of high threat woody weeds within the offset area
		Brown-top Bent: Burn standing dead material. New growth controlled by crash grazing by sheep to prevent seed set and herbicide application. Cover at inception: 10-15%	July-Nov	Owner	No increase in cover across offset site

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Year	Offset zone	Description of action	Timing	Who will undertake this action?	Standard to be achieved
	003/A	**Sweet Vernal-grass:** Controlled pulse grazing by sheep to prevent seed set. Spot spraying with appropriate herbicide to prevent seeding. Cover at inception: <1%	July-Nov	Owner	No increase in cover across offset site
		Oats: Controlled pulse grazing by sheep to prevent seed set. Spot spraying with appropriate herbicide to prevent seeding. Cover at inception: 1-5%	July-Nov	Owner	No increase in cover across offset site
		Rye-grass: Controlled pulse grazing by sheep to prevent seed set. Spot spraying with appropriate herbicide to prevent seeding. Cover at inception: 1-5%	July-Nov	Owner	No increase in cover across offset site
		Toowoomba Canary-grass: Spot spraying with appropriate herbicide. Cover at inception: 1-5%	Early Spring	Owner	No increase in cover across offset site

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Year	Offset zone	Description of action	Timing	Who will undertake this action?	Standard to be achieved
	003/A	**Salsify:** Spot spraying with appropriate herbicide. Cover at inception: <1%	Early Spring	Owner	No increase in cover across offset site
		Spear Thistle: Spot spraying with appropriate herbicide (prevent flowering). Cover at inception: <1%	July-Nov	Owner	No increase in cover across offset site
		New and emerging weed control: Monitor for new and emerging weeds and eliminate any found.	Continuous	Owner	< 1% cover of new and emerging weeds across offset site
		Rabbit control: Monitor rabbit population and control by fumigating and hand-collapsing warrens and baiting or shooting.	Late Summer-Autumn, Spring	Owner	Negligible rabbit population on offset site
		Hare control: Monitor hare population and control by baiting or shooting.	Late Summer-Autumn, Spring	Owner	Negligible hare population on offset site
		Fox control: Monitor fox population and control by fumigating and hand-collapsing dens and baiting/shooting.	Late Summer-Autumn, Spring	Owner	Negligible fox population on offset site

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Year	Offset zone	Description of action	Timing	Who will undertake this action?	Standard to be achieved
	003/A	**Cat control:** Monitor and control using appropriate technique including shooting, poison baits or similar methods.	Late Summer-Autumn, Spring	Owner	Negligible cat population on offset site
		Other pest control: Monitor for new and emerging pest animal species and control any found	Continuous	Owner	Negligible populations of new and emerging pest animals
		Biomass Management: Biomass management in the form of pulse grazing will be conducted in consultation with Trust for Nature.	Late Summer-early Winter	Owner	Ensure that all biomass is maintained to ≤70% cover and that inter tussocks spaces are maintained. A mosaic of age structures should be achieved.
		Biomass Management: Biomass management in the form of burning will be conducted if required in consultation with Trust for Nature. No patch is to be burnt more than once every 3 years.	At least four times in Autumn-Spring	Owner	Ensure that all biomass is maintained at appropriate levels and a mosaic of age structures is achieved.

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Table 4: Owner monitoring and reporting schedule

Year from commencement	Time of year	Monitoring method	Person responsible	Monitoring form due to Trust for Nature
0	Within 3 months of covenant registration	Photo-points set up and baseline photo-point images taken	Owner	N/A
1	3 months before the Anniversary of Deed registration	Landowner Monitoring Form including baseline and annual photo-points	Owner	2 months before the 1st Anniversary of Deed registration
2	3 months before the Anniversary of Deed registration	Landowner Monitoring Form and photo-points	Owner	2 months before the 2nd Anniversary of Deed registration
3	3 months before the Anniversary of Deed registration	Landowner Monitoring Form and photo-points	Owner	2 months before the 3rd Anniversary of Deed registration
4	3 months before the Anniversary of Deed registration	Landowner Monitoring Form including photo-points	Owner	2 months before the 4th Anniversary of Deed registration
5	3 months before the Anniversary of Deed registration	Landowner Monitoring Form and photo-points	Owner	2 months before the 5th Anniversary of Deed registration
6	3 months before the Anniversary of Deed registration	Landowner Monitoring Form and photo-points	Owner	2 months before the 6th Anniversary of Deed registration
7	3 months before the Anniversary of Deed registration	Landowner Monitoring Form including photo-points	Owner	2 months before the 7th Anniversary of Deed registration

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8	3 months before the Anniversary of Deed registration	Landowner Monitoring Form and photo-points	Owner	2 months before the 8th Anniversary of Deed registration
9	3 months before the Anniversary of Deed registration	Landowner Monitoring Form and photo-points	Owner	2 months before the 9th Anniversary of Deed registration
10	3 months before the Anniversary of Deed registration	Landowner Monitoring Form including photo-points	Owner	2 months before the 10th Anniversary of Deed registration

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SCHEDULE 3: COMMONWEALTH OFFSET MANAGEMENT PLAN

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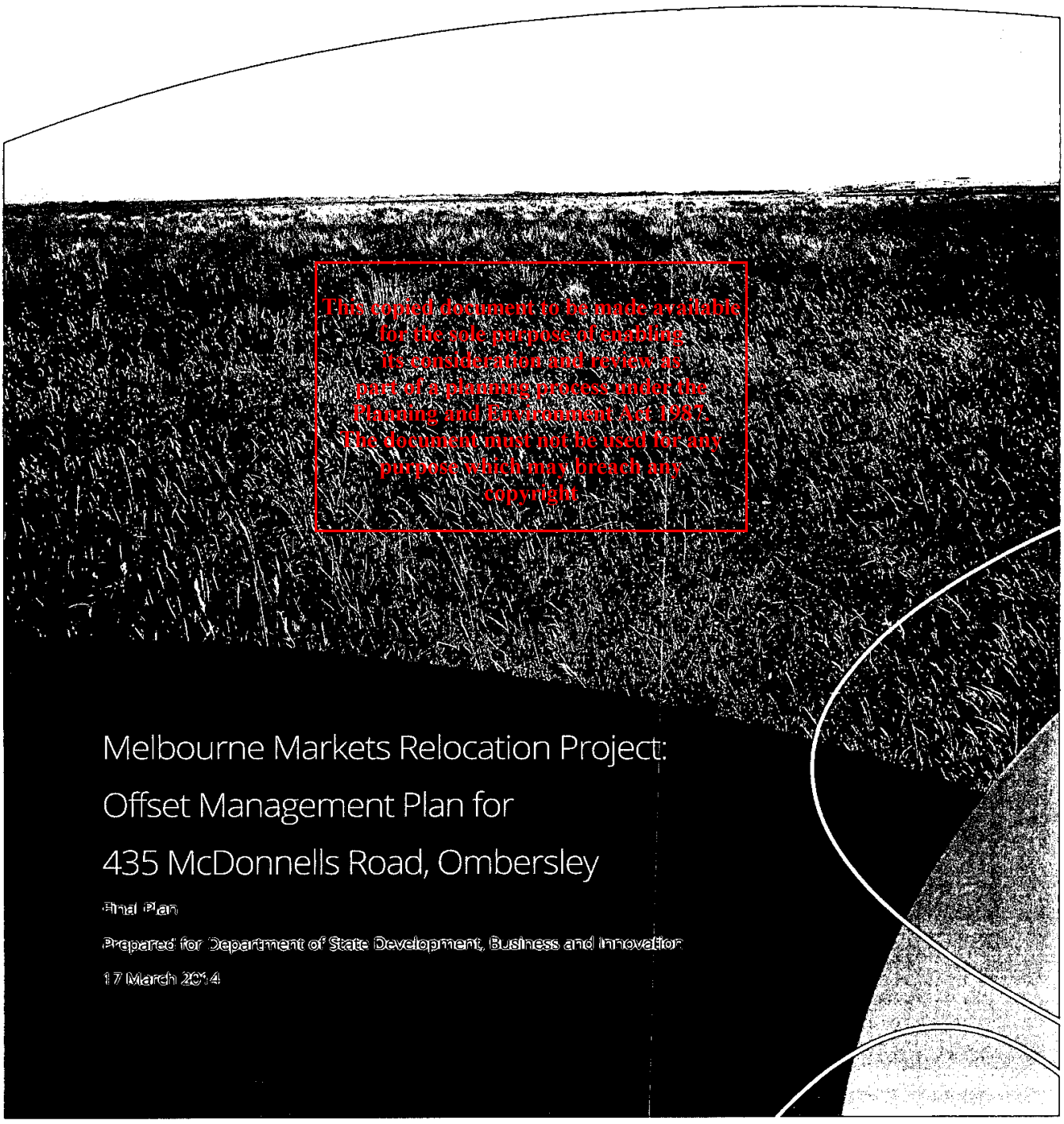

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Melbourne Markets Relocation Project: Offset Management Plan for 435 McDonnells Road, Ombersley

Final Plan

Prepared for Department of State Development, Business and Innovation

17 March 2014

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Final version 01	SCM	17/03/14

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- Department of Environment and Primary Industries for access to the Victorian Biodiversity Atlas

The following Biosis staff were involved in this project:

- Sally Mitchell for mapping

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Melbourne Markets Relocation Project Offset Plan

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Planning Permit Number (ID): 711082 (Whittlesea Planning Scheme)
Proponent: •Department of State Development, Business and Innovation
Address: Level 36, 121 Exhibition Street Melbourne, Victoria 3000

Landowner and Permit Holder Statement

Permit Holder

Print Name:

Signature:

Date: 2014

Landowner of Offset Site(s)

Print Name: Bleak House Pty Ltd as trustee for the Bleak House Land Trust

Signature:

Date: 2014

Referral Authority Statement

The native vegetation credits described in this plan provide an offset for the removal of native vegetation specified in this plan to the satisfaction of the Department of Environment and Primary Industries.

Print Name:

Position:

Department of Environment and Primary Industries

Date: 2014

Referral Authority Statement

The Golden Sun Moth habitat described in this plan provide an offset for the removal of Golden Sun Moth habitat specified in this plan to the satisfaction of the Department of Environment (DoE) (previously known as the Department of Sustainability, Environment, Water, Population and Communities (DSEWPaC)) and as prescribed under referral 2007/3755.

Print Name:

Position:

Department of Environment

Date: 2014

Responsible Authority Approval

This Offset Plan has been approved by City of Whittlesea. This Offset Plan is now endorsed and forms part of Planning Permit No: 711082

Print Name:
Position:

Responsible Authority: City of Whittlesea

Signature:
Date: 2014

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Date of Commencement:

No modification variation or amendment of this Offset Plan agreed upon by the parties shall be of any force or effect unless such modification, variation or amendment is in writing and has been executed by all parties.

This plan comes into effect as of 2014.

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Contents

Contents V

Summary VII

1 Introduction 1

1.1 Project background 1
1.2 Objectives 2

2 Part A: Offset Suitability 3

2.1 Clearing Site Details 3
2.2 Vegetation Approved for Removal 3
2.3 Gain Targets 3
2.4 Description of Offset Site – 435 Mc Donnells Road 8
2.4.1 Golden Sun Moth population 9
2.4.2 Other Threatened species 10
2.4.3 Best or remaining 50% habitat for rare and threatened species 10
2.5 Like-for-like Criteria 10
2.6 Quantification of Gains Available on Offset Site - McDonnells Road 13
2.7 Allocation of Native Vegetation Gains 13

3 Part B: Offset Implementation – 435 McDonnells Road 16

3.1 Offset Site Details 16
3.2 Strategy for Offset Site 16
3.3 Offset Security and Management Responsibility 17
3.4 Ongoing Land-use Commitments 17
3.5 Management Actions 18
3.5.1 Fencing, information and access control 19
3.5.2 Weed Control 20
3.5.3 Pest Animals 22
3.5.4 Biomass / Organic Litter control 22
3.5.5 Use of grazing for ecological management 23
3.5.6 Use of fire for ecological management 24
3.5.7 Understorey Diversity and Recruitment 25
3.5.8 Supplementary Planting and Revegetation 26
3.5.9 Summary of Offset Gains 26
3.6 Monitoring and Reporting 56
3.7 Golden Sun Moth Monitoring 57
3.8 Timing 57

References 59

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28/11/2014 $116.50 CTA

Appendices **61**

Figures **69**

List of Figures

Figure 1: Location of the Melbourne Markets Relocation Project Cooper Street Epping. 70
Figure 2: Location of patches of native vegetation and remnant indigenous trees within the Melbourne Markets Relocation Project Cooper Street Epping. 71
Figure 3: General location of the offset site, 435 McDonnells Road, Ombersley. 72
Figure 4: Location of the offset site within the 100 ha paddock at 435 McDonnells Road, Ombersley. 73
Figure 5: Baseline GSM survey results for Birregurra Offset Site (from Ecology Partners 2010, BL&A 2011). 74

List of Tables

Table 1: Summary of proposed losses of patches of native vegetation 4
Table 2: Summary of proposed losses of scattered trees 5
Table 3: Gain targets for clearing remnant patches (habitat hectares). 5
Table 4: Gain targets for clearing scattered trees. 6
Table 5: Compliance with EPBC Act Offset Requirements 6
Table 6: Determination of best/remaining habitat for rare or threatened flora species within the Ombersley offset site. 11
Table 7: Meeting like-for-like criteria for clearing a remnant patch 12
Table 8: Quantification of offset gains available – protection and management of a remnant patch. 14
Table 9: Allocation of native vegetation gains for clearing a remnant patch 15
Table 10: High threat weeds for priority control (Biosis Research 2014). 21
Table 11. Requirements and limit of grazing activities within the offset area 23
Table 12: Management plan actions and timing for offsets on the McDonnell Road, Ombersley offset site. 27

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Summary

Biosis Pty. Ltd. was commissioned by Department of State Development, Business and Innovation (DSDBI) to prepare an Offset Management Plan (OMP) for 435 McDonnells Road, Ombersley as part of the Melbourne Markets Relocation Project.

The offset area meets the quantity and quality requirements to provide an offset of **7.67 habitat hectares** of Very High conservation significance Plains Grassland under Victoria's Native Vegetation Framework (the 'Framework') (NRE 2002) and 21 hectares of high quality occupied Golden Sun Moth *Synemon plana* habitat as part of a prescribed offset measure required to satisfy the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) under referral 2007/3755.

Specifically this plan addresses the approval under the EPBC Act for DSDBI to compensate for the loss of a population of Golden Sun Moth (GSM). Condition 6 attached to the approval reads as follows:

6. *To compensate for the loss of listed threatened species, specifically a Golden Sun Moth population, the person taking the action must prepare and offer a package of compensatory measures. The package may include a range of measures to promote conservation and recovery of the species, but must consist of, at least in part:*

   a. *the permanent reservation and management of land within Victoria (but outside the Western Grassland Reserve) containing known Golden Sun Moth populations of medium to high density and of sufficient area to provide reasonable confidence that the populations will persist on the site in the long-term; and*

   b. *a program of surveys of likely habitat within the Victorian Volcanic Plain including, but not limited to, the shires/cities of Hume and Whittlesea for Golden Sun Moth during the 2009-10 flight season.*

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The conditions provided under this approval and the relevant sections of this plan that address these conditions are outlined in **Table A** below.

This OMP requires that some land use rights are relinquished and that management actions have the primary objective aimed at conservation of GSM. In practical terms active ecological management of the native vegetation (Plains Grassland) will simultaneously provide for the habitat requirements of GSM. The management considers both the requirements of the Framework (DNRE 2002) and key management issues identified for the EPBC Act listed GSM (Biosis Research 2010).

The offset area will be protected with a Trust for Nature covenant.

This OMP details the management actions to achieve the habitat improvement gains required over a ten year period. Gains generated by the protection and management of the offset area are summarised in the table below. These are described in more detail throughout the OMP.

The responsibility of vegetation management works lies with the offset land owner with assistance from Trust for Nature (Victoria).

Table A: Condition of approval under Referral 2007/3755 and relevant sections of the plan that address these conditions

Condition	Relevant Section of this OMP
6 a	Section 1.2 and the OMP as a whole
6 b	Not considered in the OMP. Otherwise completed by DSDBI

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AL521922D
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The land owner will report annually over the initial 10 year management period to Trust for Nature regarding the progress of management works and will liaise with Trust for Nature to develop annual works plans for each coming year.

A qualified ecologist will be engaged by the land owner to monitor the implementation of the OMP and to produce a report on the condition of the offset management site to be provided to the Trust for Nature at the end of years 1, 3, 5 and 10.

As a primary function of the offset area is to provide an offset under the EPBC Act Environmental Offsets Policy for impacts to GSM, monitoring of the occurrence of this species within the offset site is required, with monitoring reports submitted to both Trust for Nature and DoE. As the species is known to occur at the offset site and active management is expected to improve the condition of this habitat, monitoring the population of GSM every second year is appropriate.

Trust for Nature will review ecological monitoring and management work reports and provide feedback to the land owner with regard to their performance of meeting the requirements of the OMP.

The offset site will be permanently protected, and the quality of the site maintained by the land owner in perpetuity, to the standards reached at the end of the 10 year management period covered by this OMP. This OMP will be reviewed by a qualified ecologist at the end of the 10 year management period and updated if/as required.

Funding for achieving the habitat hectare gains outlined in this OMP has been agreed between the land owner and DSDBI. Funding will be held by the Trust for Nature and paid to the land owner over the 10 year management period as per the land owner agreement. This will include agreed funding for anticipated ongoing management required to maintain the offset site in perpetuity, beyond the initial 10 year management period.

As the management of the site will be assured by this plan, the DSDBI will accrue the excess native vegetation credits associated with prior management and increased security (**0.37 hha**) which can be registered on Victoria's Native Vegetation Credit Register as part of the implementation of this OMP.

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Management issues	Actions
Ongoing offset security	• Covenant under the Victorian Conservation Trust Act 1972.
Survey and monitoring	• Ecological monitoring of vegetation condition by a qualified ecologist (Section 3.6). • Supervision and monitoring of site management by the Trust for Nature (Section 3.7). • Monitoring and reporting on GSM population every second (even numbered) year (Section 3.8). • Results of GSM monitoring surveys will be compared to baseline survey data collected in 2009 by Ecology Partners and in 2010/11 by BL&A (2011).
Grazing	• Maintaining inter-tussock spaces through prescribed biomass control works predominantly through the use of pulse grazing (Section 3.5.5). • Sheep grazing regime using high number of sheep over a short period with the objective of managing total plant biomass. Exclude all domestic stock grazing between August 1st and January 31st (Section 3.5.5). • The permanent removal of existing rights to graze any domestic stock with the exception of sheep grazing by cattle, horses, goats etc. will be excluded by the covenant (Section 3.5.5).
Fire	• Undertake ecological burning to reduce biomass and promote species diversity of grassland forbs, as described in this plan and in accordance with required safety procedures and assessment (Section 3.5.6).
Soil disturbance	• Control pest animals such as rabbits, hares and foxes to a standard exceeding existing legal requirements (Section 3.5.3). • Restrict site access by maintenance of fencing and gates (Section 3.5.1).
Exotic plant invasion / Herbicide application	• Undertake weed control works to lower the total cover of perennial weeds from the current level (20% cover including 15% of perennial grassy weeds and 5 % broadleaf weeds) to less than 10% comprising < 5% cover for perennial grassy weeds, < 2% cover for broadleaf weeds over a ten year period (Section 3.5.2, Table 10); • Engage a qualified vegetation management contractor with experience in grassland vegetation to use herbicide for weed control where required. Exclude herbicide application outside of these works. • Target the control of existing high threat weeds as well as any future high threat weeds which may colonise the site (Table 10).
Fertiliser addition	• Prevent application of any fertiliser and prevent exotic pasture improvement activities (Section 3.4 and 3.5).

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1 Introduction

1.1 Project background

Biosis Pty Ltd was commissioned by the Department of State Development, Business and Innovation (DSDBI) to prepare an Offset Management Plan (OMP) for the development of the Melbourne Markets Relocation Project, Cooper Street, Epping (Figure 1).

An ecological assessment of the Melbourne Markets Relocation site, including a habitat hectare assessment, is documented by Ecology Australia (2006) and Biosis Research (2008). These reports provide the basic ecological information to support this OMP and identified 14 remnant patches of native vegetation and eight scattered trees (Figure 2).

A Planning Permit was obtained for the development (711082). Clearing associated with the development was assessed by the Department of Environment and Primary industry (DEPI) and the City of Whittlesea as part of the development approvals process. The development has also been assessed and approved by the Department of Environment (then the Department of Sustainability, Environment, Water, Population and Communities (DSEWPaC)) under the *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act) through referral 2007/3755.

The development of the site will result in the loss of all native vegetation. No on-site habitat hectare or large old tree offsets are proposed. Offset measures will all be sourced from other locations within the Victorian Volcanic Plain bioregion.

Offsets for the proposed development are prescribed by both state (DEPI) and federal (Department of Environment) regulators. The habitat hectare (hha) offsets prescribed under Victoria's Native Vegetation Management Framework amount to **7.67 hha**. Offsets proposed under the EPBC Act include the protection of 21 ha of GSM habitat from the Victorian Volcanic Plains (VVP) Bioregion.

The habitat hectare and GSM (VVP) offsets are proposed to be sourced from 435 McDonnells Road, Ombersley (Figure 3). This will involve protection and active ecological management of 21 ha of a high quality remnant of the Ecological Vegetation Class (EVC) Plains Grassland (EVC 132) known to support a significant population of GSM. Offsets prescribed under the EPBC Act and the Framework will be generated concurrently from the protection of the defined 21 ha offset site (Figure 4).

The remaining offsets prescribed under the Framework need to be sourced from another, external offset area(s). The large old tree offsets are proposed to be sourced through Bush Broker, Trust for Nature or other authorised offset providers.

The Melbourne Markets Relocation Project is within the Victorian Volcanic Plain (VVP) Bioregion (www.depi.vic.gov.au).

As the management of the offset site will be assured by this plan, the DSDBI will accrue the excess native vegetation credits associated with the protection and management of the 21 ha McDonnells Road site (**0.37 hha**) which can be registered on Victoria's Native Vegetation Credit Register as part of the implementation of this OMP.

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1.2 Objectives

The objectives of this plan are to:

- Identify 21 ha within 435 McDonnells Road Ombersley that is nominated as a Federal and Net Gain offset site, and:
  - *To provide an offset plan to the satisfaction of DEPI and the endorsement of the Whittlesea City Council;*
  - *To provide an offset plan to the satisfaction of the federal Department of Environment (previously known as the Department of Sustainability, Environment, Water, Population and Communities (DSEWPaC));*
  - *To contribute a vegetation 'gain' in accordance with the principles of the Framework (NRE 2002);*
  - *To contribute a vegetation 'gain' that is consistent with the appropriate management of Golden Sun Moth (GSM) habitat (Biosis Research 2011);*
  - *To contribute a gain in the protection of habitat for GSM in a manner consistent with the requirements of the approval conditions associated with Referral 2007/3755; and*
  - *Identify the necessary management actions to protect and improve the quality of native vegetation and fauna (GSM) habitat within the offset site.*

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2 Part A: Offset Suitability

2.1 Clearing Site Details

Landowner of clearing site	Department of State Development, Business and Innovation
Location and address of clearing site	Melbourne Markets Relocation Project Cooper Street, Epping
Local Government Area	City of Whittlesea
Catchment Management Authority	Port Phillip and Western Port
Responsible Authority	City of Whittlesea
Permit applicant	Department of State Development, Business and Innovation
Planning Permit Number (ID)	711082
Date Approved	30 September 2009

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2.2 Vegetation Approved for Removal

Vegetation removal has been approved under Planning Permit 711082. Vegetation proposed for removal is described by Biosis Research (2008) and provided below in Table 1 and Table 2.

2.3 Gain Targets

Offsets prescribed under the EPBC Act amount to the protection and management of Golden Sun Moth habitat within the VVP (21 ha). This plan outlines the prescribed federal offsets within the VVP.

Vegetation losses and offsets prescribed under the Framework are also for the VVP Bioregion.

State prescribed habitat hectare offsets and all of the federal offsets prescribed for the VVP will therefore be generated concurrently.

The offset requirement as specified in accordance with the Framework (NRE 2002) and the Port Phillip and Westernport Native Vegetation Plan (PPWCMA 2006) are outlined in Table 3 and Table 4, and comprise:

- 5.05 habitat hectares (hha) of Very High Conservation Significance (VHCS) Plains Grassland (EVC 132);
- 2.00 hha of VHCS GSM habitat;
- 0.83 hha of High Conservation Significance (HCS) Plains Grassy Wetland (EVC 125)
- Offsets for loss of scattered trees, through either protection of **5** Very Large Old Trees (VLOT), **12** Large Old Trees (LOT), **2** Medium Large Old Trees (MOTs) and the recruitment of **182 new trees**, or the recruitment of **672 new plants**.

Or through Trading Up:

- **7.67 hha** of Very High Conservation Significance (VHCS) vegetation (Plains Grassland) which also provides GSM habitat.

The tree protection and recruitment offsets need to be sourced at an additional, off site offset area.

Compliance to the EPBC Act offset requirements are outlined in Table 5.

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Table 1: Summary of proposed losses of patches of native vegetation

Habitat Zone	1	2	3	4	5	6	7	8	9	10	11	12	PSW*	PW*	TOTALS
Bioregion	Victorian Volcanic Plain														
EVC name	PG	SKS	PG	SKS	SKS	PG	PG	PG	PG	PG	PG	SKS	PW	PW	
EVC Bioregional Conservation Status	Endangered														
HABITAT SCORE (/100)	0.29	0.28	0.35	0.24	0.35	0.36	0.24	0.36	0.42	0.42	0.42	0.13	0.23	0.35	
Habitat Zone area to be cleared (ha)	0.08	0.64	0.18	1.2	0.71	0.07	0.27	0.06	1.01	1.12	3.95	0.6	2.05	0.23	12.17
HABITAT HECTARE LOSS (hha)	0.02	0.18	0.06	0.29	0.25	0.03	0.06	0.02	0.42	0.46	1.64	0.08	0.47	0.08	4.07
Conservation significance: Conservation Status x Hab Score	H	H	H	H	H	H	H	H	VH	VH	VH	H	H	H	
Conservation significance: Threatened Species Rating#	VH	VH	VH	VH	VH	VH	VH	VH	VH	VH	VH	VH	H	H	
Conservation significance: Other Site Attribute Rating	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Conservation significance: Overall Conservation Significance	VH	VH	VH	VH	VH	VH	VH	VH	VH	VH	VH	VH	H	H	
Net Outcome Ratio	2	2	2	2	2	2	2	2	2	2	2	2	1.5	1.5	
Gain target (hha)	**0.04**	**0.36**	**0.12**	**0.57**	**0.49**	**0.05**	**0.16**	**0.04**	**0.84**	**0.93**	**3.28**	**0.15**	**0.71**	**0.12**	**7.88**

Note: Full numbers are used for calculations, however values shown are rounded for reporting purposes. Values for each quality zone are rounded to 2 decimal places.

 # = Best 50% of habitat for Golden Sun Moth;

PG = Plains Grassland (EVC 132) SKS = Stony Knoll Shrubland (EVC 649) PW = Plains Grassy Wetland (EVC 125) PSW = Plains Sedgy Wetland

NA = Not Applicable

** data extracted from Ecology Australia (2006)*

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Table 2: Summary of proposed losses of scattered trees

Bioregion	EVC # Name	Bioregional Conservation Status	Conservation Significance	Tree Size Class			
				Large	Medium	Small	Scattered
Victorian Volcanic Plain	Plains Grassy Woodland	Endangered	High	1	3	1	3

Table 3: Gain targets for clearing remnant patches (habitat hectares).

Target No.	Conservation significance (CS)/Habitat Zone	EVC # Name	Min habitat score for target*	Other like-for-like requirements	Area of loss (ha)	Habitat hectare loss	Net gain multiplier	Net gain Offset	Large Tree Protection Target		
									Total no. of trees lost	Protected multiplier proposed/required	% of the protected are required
Very High Conservation Significance											
VH1	HZ 9 - 11	132: Plains Grassland	38	None	6.08	2.52	2	5.05	0	4/20	0
VH2	HZ 1- 8 & 12	132: Plains Grassland & 649: Stony Knoll Shrubland	32	Best 50% of habitat for Golden Sun Moth	3.81	1.00	2	2.00	0	4/20	0
High Conservation Significance											
H1	EA 1 & 2	125: Plains Grassy Wetand	27	Plains Grassy Wetland or VH significance vegetation in VVP Bioregion	2.28	0.55	1.5	0.83	0	4/20	0

TOTAL	**12.17**	**4.07**		**7.88**	**0**	**0**

** Based on the quality objectives for the offset specified in Table 6 of the Framework (NRE 2002).*

Table 4: Gain targets for clearing scattered trees.

					Tree Protection			Recruit Only	
Target No. (Habitat Zone)	Ecological EVC	Conservation Significance	Tree Size	# Trees to be removed	Multiple Pro/Rec	Offset Trees*	Recruit	Multiplier	Offset Trees
H1	Plains Grassy Woodland	High	LOT	1	5/30	**5**	30	180	180
H2	Plains Grassy Woodland	High	LOT	3	4/20	**12**	60	120	360
H3	Plains Grassy Woodland	High	MOT	1	2/20	**2**	20	60	60
H4	Plains Grassy Woodland	High	ST	3		**0**	72	various	72
		TOTAL number of plants to be recruited				**19**	**182**		**672**

** To be considered protected, twice the canopy diameter for a tree must be fenced and protected from adverse impacts. It has not been assumed that protection of a tree will generate five recruits as per the requirements of the PPWP Native Vegetation Plan.*

Table 5: Compliance with EPBC Act Offset Requirements.

EPBC Act Offset Principles	Current offset Site
Deliver an overall conservation outcome that improves or maintains the viability of the aspect of the environment that is protected by national environment law and affected by the proposed	The protection of 21 ha of land at Birregurra is part of an offset package which includes funding for GSM surveys in western Victoria (already provided and undertaken – See Brown and Tolsma (2010) & Brown et al. (2011)). This package provides protection and ongoing improvement of habitat for this species and a better understanding of the distribution of the species across

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action	different parts of its range. It also protects habitat away from Melbourne which is otherwise the subject of a targeted habitat protection program in association with Melbourne's expanded urban growth boundary.
Be built around direct offsets but may include other compensatory measures	Habitat protection and management to improve habitat is a direct offset
Be in proportion to the level of statutory protection that applies to the protected matter	The offset provided is consistent with the requirements of Condition 6a of the referral approval.
Be of a size and scale proportionate to the residual impacts on the protected matter	The Birregurra offset contributes to an overall offset package which includes habitat protection and scientific inventory surveys.
Effectively account for and manage the risks of the offset not succeeding	The offset is subject to this OMP and will be protected by a Trust for Nature Covenant established *Victorian Conservation Trust Act 1972*. The property will be managed by the land owner under supervision of the Trust for Nature and audit by an independent ecologist.
Be additional to what is already required, determined by law or planning regulations or agreed to under other schemes or programs (this does not preclude the recognition of state or territory offsets that may be suitable as offsets under the EPBC Act for the same action, see section 7.6)	No offsets for Golden Sun Moth are prescribed under any State or Local Government offset prescriptions. While the offset provided concurrently provides for the State prescribed habitat hectare offsets, the total package of protected land is in excess of those requirements (i.e. The GSM offset package includes habitat protection and research surveys).
Be efficient, effective, timely, transparent, scientifically robust and reasonable	The offsets will be actively managed by the landowner under this OMP, under the supervision of the Trust for Nature and with input from an independent ecologist. The overall offset package protects 21 ha of habitat which is able to provide protection for a known Golden Sun Moth population(s) of medium to high density and is of sufficient area to provide reasonable confidence that the populations will persist on the site in the long-term.
Have transparent governance arrangements includin being able to be readily measured, monitored, audited and enforced.	Governance includes supervision by the Trust for Nature, audit by an independent ecologist, and reporting to DSDBI and DoE.

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2.4 Description of Offset Site – 435 Mc Donnells Road

The offset area (21 ha) is located at 435 McDonnells Road, Ombersley. The site is approximately 50 km southwest of Geelong and 18 km northeast of Colac (Figure 3). The property is currently zoned Farming Zone and is not covered by any overlays relating to biodiversity or inundation. The land is managed by James and Claire Dennis who also hold broader areas of farmland in this area. The site is currently used for domestic stock grazing.

The offset area assessed is part of a broader approximately 100 ha paddock (Figure 4). The paddock is largely dominated by Plains Grassland (EVC 132) in relatively uniform condition and also supports smaller scattered patches of Plains Grassy Wetland (EVC 125). Both EVCs are endangered within the VVP Bioregion. Areas of Plains Grassland also fit the definition criteria of the EPBC Act listed threatened community Natural Temperate Grassland of the VVP. The paddock is fenced to control stock movements between the balance of the Dennis property and other adjacent properties.

The proposed offset area (the area subject to this OMP) lies at the south western end of this paddock (Figure 4). The offset area is identified as a single habitat zone which will be managed to provide the habitat hectare offset gains (NRE 2002) and the GSM habitat protection offsets (Referral 2007/3755) prescribed for development of Melbourne Markets Relocation Project, Cooper Street Epping.

A detailed description of the flora, habitat hectare and significant fauna values within the 100 ha paddock is included in Biosis Research (2014) which identifies a total of 60 native and 35 weed species. This species list is included in Appendix 1. While this report focuses on the south-western corner of the 100 ha paddock, past inspections by Biosis indicate that the paddock is relatively uniformly covered by high quality Plains Grassland. Other reports identifying the extent of native grasslands include Brett Lane & Associates (2011) and Trust for Nature (no date).

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The Trust for Nature has recorded over 20 additional native species from this area including a number of orchids and lilies (Trust for Nature no date). Their record of Golden Moths *Diuris lanceolata* s.l. is of interest as this may represent a threatened species such as Golden Cowslips *Diuris behrii* or Small Golden Moths *Diuris basaltica*.

The offset site is also located in the vicinity (within 10 km) of a number of other significant species, biosites and areas of native vegetation.

The study area has never been cultivated or subject to pasture improvement or fertilizer application (James Dennis pers. comm. and authors pers. obs.). However, at present pasture improvement activities and fertiliser application remain existing rights for this land.

The distribution of Golden Sun Moth (GSM) records within the 100 ha paddock is described by Ecology Partners (2010) and Brett Lane & Associates (2011) and is in part reproduced in Figure 5.

A description of the Plains Grassland (EVC 132) present is as follows:

Plains Grassland EVC 132

Plains Grassland within the study area is variously dominated by Kangaroo Grass *Themeda triandra*, wallaby-grasses *Rytidosperma* spp. and spear-grasses *Austrostipa* spp. While a number of herbaceous species occupied the various inter-tussock spaces, the diversity of the ground layer at the time of assessment included few obvious species. Species observed during the current inspection include Sheep's Burr *Acaena echinata*, Grassland Wood-sorrel *Oxalis perennans*, Scaly Buttons *Leptorhynchos squamatus*, Lemon Beauty-heads *Calocephalus citreus*, Common Woodruff *Asperula conferta*, Kidney-weed *Dichondra repens*, Slender Dock *Rumex brownii*, Varied Raspwort *Haloragis heterophylla*, and Blue Devil *Eryngium ovinum*. However this area of

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grassland is known to support a wide range of other geophytes and herbs which were dormant at the time of this inspection (Trust for Nature no date and author pers. obs.).

The offset site was identified as the EPBC listed community Natural Temperate Grassland of the VVP (Figure 4). As per DoE guidelines for the definition of the community (DSEWPAC 2011), the perennial tussock cover at the site is dominated by native species that represent more than 50% of the cover (60% of total vegetation cover of the site) and the non-grassy weed cover is less than 30% of the ground cover (assessed as less than 5% of the total vegetation cover of the site). The cover of native forbs during spring-summer was assessed as approximately 10% to 15% cover. However at the time of assessment, many of the native forbs appeared to have completed their growth cycle and relatively high spring rainfall had generated strong grass growth and this restricted the visibility of many species.

Native forb species recorded or known to occur within the broader 100 ha paddock include Small Milkwort *Comesperma polygaloides*, Clover Glycine *Glycine latrobeana*, Australian Sheep's Burr *Acaena ovina*, Small Chocolate-lily *Arthropodium* sp. 3 (aff. *strictum*), Chocolate Lily *Arthropodium strictum*, Blue Grass-lily *Caesia calliantha*, Pink Purslane *Calandrinia calyptrata*, Lemon Beauty-heads *Calocephalus citreus*, Blushing Bindweed *Convolvulus angustissimus*, Australian Hound's-tongue *Cynoglossum australe*, Variable Willow-herb *Epilobium billardierianum*, Prickfoot *Eryngium vesiculosum*, Grassland Crane's-bill *Geranium retrorsum*, Small St John's Wort *Hypericum gramineum*, Poison Lobelia *Lobelia pratioides*, Small Loosestrife *Lythrum hyssopifolia*, White Purslane *Montia australasica*, River Buttercup *Ranunculus inundata*, Sprawling Bluebell *Wahlenbergia gracilis*, Granite Bluebell *Wahlenbergia graniticola* and Bronze Bluebell *Wahlenbergia luteola*. Refer to Appendix 1 for a full list of species recorded.

2.4.1 Golden Sun Moth population

The existing GSM population was surveyed during the 2009/10 (Ecology Partners 2010) and 2010/11 (BL&A 2011) flight seasons. As GSM were known to occur at this location no reference sites were used. The entire offset site is considered high quality GSM habitat as it supports a relatively high cover of known larval food plants. These plants include Wallaby-grasses and Spear-grasses which are a prominent and common component of the flora of this site (Appendix 1).

A total of 78 and 159 GSM were recorded over the broader paddock containing the offset site during the 2009/10 and 2010/11 flight seasons respectively (Figure 5). The site is therefore considered to support a large, persistent, self sustaining population. The recording of 78 males during one survey suggests that a significant population is present. While the available data indicates that while most moths were observed within the central northern section of the paddock, the spatial variation in numbers of individuals observed across the site is considered more likely to represent changes in the activity of this species across the day rather than variations in habitat quality.

While the existing data does not provide explicit detail of the population size within the offset area it does indicate the presence of a significant population. The first monitoring survey needs to be designed to provide more location specific details on the observation of individuals and compare this with the general density information provided by the existing surveys.

Protection and management of this site is considered to provide an important conservation benefit to GSM as the site supports an extensive area of suitable habitat and has an apparently self-sustaining, viable population.

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2.4.2 Other Threatened species

The broader 100 ha paddock is known to support a number of threatened flora and fauna species (DSE 2005 & 2007a) including:

- Clover Glycine *Glycine latrobeana* (Vulnerable in Australia)
- Small Milkwort *Comesperma polygaloides* (vulnerable in Victoria)
- Striped Legless Lizard *Delma impar* (Vulnerable in Australia)

Ecology Partners (2010) and BLA (2011) indicate that Golden Sun Moth has been recorded within the offset area and the surveys conducted by the Trust for Nature indicate that Striped Legless Lizard has been recorded at a number of locations within this paddock.

2.4.3 Best or remaining 50% habitat for rare and threatened species

Part of the assessment of conservation significance for Net Gain involves consideration of the value of habitat for rare and threatened species listed on a DEPI advisory list (DSE 2005; DSE 2007a). Two significant flora species and two significant fauna species are known within the site.

Habitat for each rare or threatened specie within each habitat zone is assessed against DEPI's criteria (DSE 2007b, page 13). The pathway for each decision made (in accordance with DSE's Table 2) is outlined in Table 6 below.

The proposed offset site therefore represents the best 50% of habitat for a number of threatened species.

2.5 Like-for-like Criteria

The offset site is located in the VVP Bioregion and comprises a large consolidated area of Plains Grassland. The proposed habitat hectare offsets are of the same or greater conservation significance as the loss zones and meet all the like-for-like criteria as specified in Appendix 4, Table 6, pp.54-55 of *Victoria's Native Vegetation Management: A Framework for Action* (NRE 2002):

- Vegetation type
- Bioregion
- Landscape role
- Quality objectives
- Proportion of revegetation included in the offset

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Details for satisfying the like-for-like criteria are outlined in Table 7.

No LOT offsets are provided by the proposed offsets site and the entire offset prescription associated with the loss of scattered trees within the Melbourne Markets Relocation Project are to be provided externally, by an offset site(s) yet to be defined (Table 4).

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Table 6: Determination of best/remaining habitat for rare or threatened flora species within the Ombersley offset site.

Species	Conservation Status	Habitat zone	Steps*	Outcome	Conservation Significance	Notes
Clover Glycine	Vulnerable	HZ1	A;B;E	Best 50% of habitat	Very High	High quality habitat present. Species recorded from contiguous habitat within the broader site. Extensive areas of habitat mapped in this area by DEPI.
Matted Flax-lily	Endangered	HZ 1	A;B;E;F	Best 50% of habitat	Very High	High quality habitat present. Species recorded in the proposed offset site. Only four confirmed records to the west of Geelong. DEPI habitat map does not identify any potential habitat for this species within 30 km and the habitat that is mapped consists of small scattered areas.
Plains Yam Daisy	Vulnerable	HZ1	A;B;E;F	Best 50% of habitat	Very High	High quality habitat present. Species recorded in the proposed offset site. Only 29 records for this species state-wide. DEPI habitat model is not a reasonable representation of potential habitat for this species.
Small Milkwort	Vulnerable	HZ1	A;B;E	Best 50% of habitat	Very High	High quality habitat present. Species recorded from contiguous habitat within the broader site. Extensive areas of habitat mapped in this area by DEPI.
Striped Legless Lizard	Vulnerable	HZ1	A;B;E	Best 50% of habitat	Very High	High quality habitat present. Species recorded in or from contiguous habitat within the broader site. Extensive areas of habitat mapped in this area by DEPI.
Golden Sun Moth	Critically Endangered	HZ1	A;B;E	Best 50% of habitat	Very High	High quality habitat present. Species recorded in or from contiguous habitat within the broader site. Extensive areas of habitat mapped in this area by DEPI.

** Steps taken to determine best or remaining 50 % of habitat. From Table 2 in the Guide for Assessment of Referred Planning Permit Applications (DSE 2007b). HZ = Habitat Zone*

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Table 7: Meeting like-for-like criteria for clearing a remnant patch

Clearing site					Offset site						
Target No.	**Habitat Zone**	**EVC #: Name**	**Min Habitat score for target***	**Other Like-for-like requirements**	**Trading up**	**Offset zones**	**Bioregion**	**EVC#: Name**	**Conservation significance**	**Habitat score**	**Other Like-for-like requirements**
Very High Conservation Significance											
VH1	HZ 9 - 11	132: Plains Grassland	38	None	No	1	VVP	132 Plains Grassland	Very High	64	Not Applicable
VH2	HZ 1 – 8 & 12	132: Plains Grassland	32	Best 50% of habitat for Golden Sun Moth	No	1	VVP	132 Plains Grassland	Very High	64	Best 50% of habitat for Golden Sun Moth
High Conservation Significance											
H1	EA 1 & 2	125: Plains Grassy Wetland	27	Plains Grassy Wetland or VH significance vegetation in VVP Bioregion	Yes	1	VVP	132 Plains Grassland	Very High	64	VH significance vegetation in VVP Bioregion

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AL521922D
28/11/2014 $116.50 CTA

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2.6 Quantification of Gains Available on Offset Site – McDonnells Road

Under Victoria's Native Vegetation Management Framework (NRE 2002) gains in the condition and extent of native vegetation are a key target in the maintenance and restoration of biodiversity. Such gains are measured according to a defined methodology (DSE 2006) and can be used to provide offsets for approved clearing. Four types of gain are measured:

- Prior management
- Security
- Maintenance; and
- Improvement.

Prior management gains (measured at a rate of 10% of the existing habitat score) acknowledge the landowners commitment to retaining native vegetation before state-wide planning controls for native vegetation removal were introduced.

Security gains are generated from actions to enhance the legal protection and management requirements for native vegetation at a defined offset site. For a protective covenant this gain is measured at a rate of 10% of the existing habitat score.

Maintenance and improvement gains are generated by active management either maintaining the current condition of native vegetation (rather than allowing its gradual deterioration) or enhancing its condition through targeted conservation management.

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The output of the DEPI net gain calculator is presented below in Table 8 and in Appendix 2. Note that the defined offset site will generate more habitat hectare offsets that required for the state prescribed offsets associated with the Melbourne Markets Relocation Project. However, as the offset also provides federal offsets, a larger area is proposed to be managed, which will exceed the 7.67 hha credit of VHCS Plains Grassland required by the state.

DSDBI have a relatively large habitat hectare credit offset requirement relating to this offset site. This will be met by utilising all types of available gain including prior management, increased security and active management gains. These gains will accrue with the initiation of this plan.

2.7 Allocation of Native Vegetation Gains

Protection and active ecological management of the offset site has the potential to generate a gain of **8.04** hha of VHCS Plains Grassland. These gains include formal legal security removing the existing rights to conduct normal farming practices, prior management gains and formalised management prescriptions to ensure active ecological management to maintain and improve the condition of the native grassland and its species composition.

The site provides the best 50% of habitat for a number of threatened species including Golden Sun Moth and Striped Legless Lizard. The allocation of native vegetation gains from the McDonnells Road offset site to the losses from the Melbourne Markets Relocation Project are outlined in Table 9.

Note that the surplus identified in Table 8 results from the requirement under the approval associated with Referral 2007/3755 to protect and manage a defined area (21 ha).

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Table 8: Quantification of offset gains available – protection and management of a remnant patch.

Offset Zone			QZ 1		
Land Tenure			Private		
Overlays applying to zone			None		
Property size (ha)			100		
Patch size (ha)			95		
Security arrangement			Trust for Nature Covenant		
Bioregion			Victorian Volcanic Plain		
EVC Name			Plains Grassland		
EVC standardiser			x 75/55		
EVC Bioregional Conservation Status			Endangered		
		Max Possible Score	Current Site Condition Components	Maintenance	Improvement
Scores	Large Old Trees	10	NA	NA	NA
	Canopy Cover	5	NA	NA	NA
	Lack of Weeds	25	6	NA	1
	Understorey	15	20	10	1.25
	Recruitment	10	6	3	1
	Organic Matter	5	3	1.5	1
	Logs	5	NA	NA	NA
	Standardised Site Condition		47.72		
	Landscape Context	25	16		
	Current habitat score of zone	100	64		
Conservation significance	Conservation status x Habitat Score		Very High		
	Threatened Species Rating		Very High		
	Other Site Attribute Rating		NA		
	Overall Conservation Significance		Very High		
Subtotals of Maintenance & improvement gains				14.5	4.25
Standardised Sum of Maintenance + Improvement Gain			25.5		
Prior management Gain (10% of current habitat score)			6.4		
Security Gain			6.4		
Total gain in Habitat Points per hectare			38.3		
Habitat Score gained per hectare (gain points/100)			0.38		
Size of the offset zone (ha)			21		
Total Gain (Hha)			8.04		

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Table 9: Allocation of native vegetation gains for clearing a remnant patch

Gain Target		Trading On	Sources of gains to meet the target		Outcome	
Target No.	**Target (Hha)**	**Discounted target**	**Offset Zone**	**Gain Available (Hha)**	**Total Gains Allocated(Hha)**	**Surplus/Deficit (Hha)**
VH1 (HZ 9 - 11)	5.05 VHCS	NA	QZ 1	8.04	5.05 VHCS*	2.99 VHCS **surplus**
VH2 (HZ 1 – 8 & 12)	2.00 VHCS	NA	QZ 1	2.99	2.00 VHCS	0.99 VHCS **surplus**
H1 (EA 1 & 2)	0.83 HCS	0.62 VHCS	QZ 1	0.99	0.62 VHCS	0.37 VHCS surplus
		Total gain allocated			**7.67 VHCS**	

* VHCS = Very High conservation significance

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3 Part B: Offset Implementation – 435 McDonnells Road

3.1 Offset Site Details

Landowner of offset site	Bleak House Pty Ltd as trustee for the Bleak House Land Trust
Type of offset (onsite, 3rd party)	3rd party
Location and address of offset site	435 McDonnells Road, Ombersley
Area of offset site (ha)	21 ha
Offset site number (if applicable)	Not Applicable
Volume	TP 845466
Folio	SPI 7/TP845466
Parish	Ombersley
Allotment	NA
Local Government Area	Colac Otway Shire
Responsible Authority	Department of Environment and Primary Industry (DEPI) and Department of Environment (formerly the Department of Sustainability, Environment, Water, Population and Communities (DSEWPaC))
Bioregion	Victorian Volcanic Plain

3.2 Strategy for Offset Site

The offset site is to be secured and managed for the purposes of conservation in perpetuity. This offset area is a smaller component of a larger area of native grassland which will be managed in a sympathetic manner on a voluntary basis. While it is the current land owner's objective to seek more formal agreements to protect the balance of this area of native grassland there is no requirement for such an outcome.

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3.3 Offset Security and Management Responsibility

Who is liable/responsible for meeting offset requirements?	Bleak House Pty Ltd as trustee for the Bleak House Land Trust
Type of security (i.e. Agreement under Section 69 of the Conservation, Forest and Lands Act 1987, or Covenant under the Victorian Conservation Trust Act 1972)	Covenant under the Victorian Conservation Trust Act 1972
Date 10-year offset management to commence	___/___/2014
Date 10-year offset management expires	___/___/2024
Date agreement registered on-title	___/___/2014
Offset site management responsibility (i.e. Landowner, Authority Name)	Bleak House Pty Ltd as trustee for the Bleak House Land Trust
Offset Monitoring Responsibility (i.e. Responsible Authority)	Trust for Nature

An offset site must be protected in perpetuity to qualify as generating an offset gain. The offset area (Figure 4) within the McDonnells Road property will be secured in-perpetuity through a Trust for Nature covenant (DSE 2007b). The encumbrance registered on title will require the landholder to manage the land in accordance with this Offset Management Plan.

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3.4 Ongoing Land-use Commitments

The offset site will be managed for an improvement in quality over 10 years after which, management will aim at maintaining the condition in perpetuity. The deed will specifically state the in-perpetuity land-use commitments across the site are to:

- Retain and manage all native vegetation as directed by this offset management plan;
- Exclude domestic stock except as permitted by this plan;
- Exclude the use of stock food such as hay that is sourced from outside the offset area;
- Eliminate any woody weeds and ensure that the cover of other high threat weeds does not increase beyond levels achieved at Year 10 of management;
- Ensure that pest animals are controlled to the level attained at the completion of Year 10 of management.
- Exclude pasture improvement and fertilizer application;
- Control the accumulation of ground cover biomass through either the controlled grazing of sheep and/or the controlled application of fire: and
- Maintain a progressive annual works plan which caters to current conditions and prescribes ongoing management with maintenance of the grassland community as its primary objective.

Implementation of this management plan is the overall responsibility of the land owner (Bleak House Pty Ltd as trustee for the Bleak House Land Trust). However, direct management responsibility may be delegated to a designated site manager and/or managing ecologist. The land owner is responsible for engaging a qualified ecologist to conduct monitoring (Section 3.7) with reports submitted to Trust for Nature, DSDBI and DoE and as appropriate to DEPI/Council. Management actions by the land owner will be overseen by the Trust for Nature as part of their covenant over the site.

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AL521922D
28/11/2014 $116.50 CTA

The Trust for Nature is responsible for:

- Undertaking site inspections at least 4 times over the 10 year management period and provide input into the annual works program.
- Review of ecological monitoring reports including an assessment of targets achieved.
- Reporting to DEPI (as required).

Implementation of the management plan will be monitored by the Trust for Nature. Trust for Nature will verify that the actions have been carried out appropriately.

Implementation of the plan will begin upon registration of the covenant.

Implementation of the covenant to improve legal protection of the site yields a security gain of 10% of the current habitat score for the offset site (DSE 2007b). This has been incorporated in the gains outlined in section 2.6.

Funding for achieving the gains outlined in this OMP has been agreed between the land owner and DSDBI. Funding will be held by the Trust for Nature and paid to the land owner over the 10 year management period as per the land owner agreement. This will include agreed funding for anticipated ongoing management required to maintain the offset site in perpetuity, beyond the initial 10 year management period.

3.5 Management Actions

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The main threats to this grassland include the existing permitted uses associated with normal farming practices such as inappropriate grazing regimes, pasture improvement and fertiliser application. Other threats include the expansion of the existing high threat weed populations, weed invasion in general and the accumulation of ground cover biomass. Currently the ground cover biomass is managed through grazing by domestic stock (mainly sheep but there are no current restrictions on what domestic stock may be grazed on site) and this is proposed to continue as a strictly controlled management practice. In addition, ecological burning guidelines have been developed.

Currently the site is not actively managed for biodiversity values and is utilised for domestic stock grazing.

The prescribed management actions outlined below are intended to achieve a conservation outcome which improves and maintains the viability of the offset site, and generates the habitat hectare gains identified in Table 5. This will be achieved through active management (maintenance and improvement) and permanent protection of the offset site. Table 11 details these prescribed actions and outlines the relevant timing for implementation. These actions will be applied to the entire offset area identified in Figure 4.

Offsets will be achieved by:

- Maintaining the existing fencing surrounding the 100 ha paddock, and limiting access to the existing access gates unless otherwise authorised by the Trust for Nature.
- Weed control through active management;
  - *Eliminating all woody environmental weeds*
  - *Controlling high threat weeds to levels specified in Table 10.*
  - *Controlling perennial grassy weed cover to less than 5%.*
  - *Controlling broadleaf weed cover to less than 2%.*
- Managing organic litter (this must not exceed EVC benchmark cover of 10%);

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AL521922D
28/11/2014 $116.50 CTA

- Biomass control through high intensity pulse grazing of domestic stock (sheep only) with grazing excluded from 1st August to 31st January ;
- Ecological burning (50% of the offset area at least four times within the 10 year management period e.g. years 1, 4, 7 and 10. No area to be burnt more than every three years);
- Controlling pest animals, particularly rabbits, hares, foxes and cats; and
- Managing understorey diversity and recruitment.

3.5.1 Fencing, information and access control

Permanent fencing able to exclude domestic stock already exists around the boundary of the broader 100 ha paddock. Additional fencing around the 21 ha offset area is not required as it is proposed that grazing within the entire 100 ha paddock will be managed in accordance with the prescriptions outlined within this offset management plan. It is also not recommended for the following reasons: 1) to avoid the need for establishing stock water access points which will displace native vegetation, 2) to avoid funnelling of traffic through access gates and associated disturbance to soil and 3) to discourage trampling of native vegetation by stock along fence boundaries. Instead, sheep will be allowed to graze the offset area as part of the broader 100 ha paddock, with limitations described in the following.

Posts marking the boundary of the offset site will be set up to clearly identify the area for monitoring and management purposes. Posts will be located in accordance with advice from a qualified ecologist to ensure impacts to native vegetation are avoided.

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Temporary stock fencing will be established and maintained around the boundary of any burnt area within the offset site for at least 6 months post-burn to prevent stock access and damage to regenerating vegetation from grazing.

The offset area remains private property and access or disturbance to the offset site by unauthorised persons is prohibited. The existing access gate and security (locked gates) arrangement is adequate to service the management requirements of this offset area.

If existing land-use rights are to be fully exercised in the remainder of the 100 ha paddock, fencing to exclude stock from the offset site will be required.

No additional signs identifying the property as an offset site are proposed. Explicit signage may inadvertently attract undesirable impacts. However signs identifying the property as a Trust for Nature property will be considered by the owner.

Actions

- Maintain existing fencing to control access by domestic stock to the broader 100 ha paddock and repair promptly if damage occurs.
- Temporarily fence any burnt area immediately prior to burning or immediately after a bushfire, to exclude all domestic stock from grazing the burnt area for a minimum of 6 months.
- Establish posts to mark the boundary of the offset site for management and monitoring purposes under supervision from a qualified ecologist.
- Control access and any passive use to minimise impacts on native vegetation.
- Provide access for management vehicles into the offset site, at one access gate. No additional vehicle access is to be established.

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AL521922D
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3.5.2 Weed Control

All high threat weeds are to be controlled to minimise or reduce their occurrence and ensure no further spread of weeds. The total weed cover on site will be reduced from the current level of 40% to less than 10%. This includes specific targets for high threat species identified in Table 10, perennial grassy weeds will be reduced to less than 5% total cover and broadleaf weeds will be reduced to less than 2% of the cover by the end of the ten year management period.

The emphasis for weed control is the prevention of weed seed production with the goal being the reduction in the total weed cover with specific targets for high threat species on site. Weed control works will be timed appropriately in accordance with Table 10.

Weed levels will be monitored and management methods adapted over time in response to changing conditions. New and emerging high threat weeds will be monitored and controlled (to less than 1% cover) if found. Any other significant environmental weeds identified during the ongoing site monitoring will also be controlled. If other high threat weeds, such as Serrated Tussock *Nassella trichotoma*, are found to occur in surrounding areas owned by the offset land owner, it would be prudent and cost effective to eliminate such species from nearby areas to reduce any potential invasion into the offset area. The offset owner will contact the land owner of any public land (i.e. council managed road reserves adjacent to the offset site) where high threat weeds occur within the vicinity of the offset area, with the aim to have these weeds controlled.

No woody weeds are known from the offset area or the broader 100 ha paddock. If any woody weeds are observed during site management or monitoring activities, these need to be controlled and eliminated promptly (before fruiting and seed set). The cover of woody weeds will be maintained at <1% in perpetuity.

Spot spraying with appropriate herbicide is the main method for reducing weed cover. Spot spraying will be undertaken regularly, particularly in spring and early summer, with a focus on killing weed plants prior to seed set. Biomass control is also considered an effective method for controlling and reducing weed levels. Biomass control at the site will include controlled sheep grazing and ecological burning. Spot spraying will be completed in a manner which minimises non-target damage. Spot spraying will not occur during high wind days or in close proximity to threatened flora without protective measures in place (i.e. physical shielding).

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Burning is particularly effective at reducing weed cover, especially for species that are difficult to control such as Brown-top Bent *Agrostis capillaris*. Burning and/or grazing will allow greater access and efficiency for weed control and increased natural regeneration of indigenous plant species (Sections 3.5.5 and 3.5.6 below). Periodic burning that is followed by spot spraying will be important for weed species that are difficult to control (such as Brown-top Bent) until they are replaced by native species.

Target species are likely to change over time in response to seasonal conditions and controlled burns (e.g. likely flush of broad-leaf weeds to be treated post-burn). Weed cover and species will therefore be monitored and management adapted in response to achieve desired outcomes outlined in this management plan. The Trust for Nature will be consulted and approve the control techniques for any new or emerging weeds identified within the offset area.

The offset area is not in proximity to any named waterway (i.e. Birregurra Creek is about 2km south of the site) and appears to be within a small closed catchment area. While there maybe localised surface water flows during high rainfall events, any waterway within 100 m of the site is ephemeral and no specific runoff risk is identified for the application of herbicides to this area.

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AL521922D
28/11/2014 $116.50 CTA

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Table 10: High threat weeds for priority control (Biosis Research 2014).

Scientific Name	Common Name	% cover for the current assessment	Control Proposed	Desired Outcome^
Agrostis capillaris	Brown-top Bent	10 - 15%	Burn standing dead material. New growth controlled crash grazing by sheep to prevent seed set and herbicide application	<5% cover
Anthoxanthum odoratum	Sweet Vernal-grass	<1%	Controlled pulse grazing by sheep to prevent seed set. Spot spraying appropriate herbicide to prevent seeding.	<1% cover
***Avena* spp.**	Oats	1–5%	Controlled pulse grazing by sheep to prevent seed set. Spot spraying appropriate herbicide to prevent seeding.	<1% cover
***Lolium* spp.**	Rye-grass	1–5%	Controlled pulse grazing by sheep to prevent seed set. Spot spraying appropriate herbicide to prevent seeding.	<1% cover
Phalaris aquatica	Toowoomba Canary-grass	1-5%	Spot spraying appropriate herbicide (early spring)	<1% cover
Tragopogon porrifolius	Salsify	<1%	Spot spraying appropriate herbicide (early spring)	<1% cover
Cirsium vulgare	Spear Thistle	<5%	Spot Spraying appropriate herbicide (prevent flowering)	<1% cover

^ Desired outcome after 10 years of ecological management

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Actions

- Periodic spot spraying of weeds with appropriate herbicide will be undertaken, particularly through spring and early summer.
- Target weeds will be controlled in a timely manner and before seed set; this requires regular monitoring and treatment.
- Ensure the absence of high threat woody environmental weeds within the offset area through monitoring and if high threat woody environmental weeds are found to occur, control and eliminate promptly. Preferably control nearby infestations to prevent the spread of these species.
- Control works will ensure that the total cover of weeds will be reduced to less than 10%. Specific targets include: a reduction of high threat weeds in accordance with **Table 10**; perennial grassy weeds will be reduced to **less than 5%** total cover; and broadleaf weeds reduced to **less than 2%** cover.
- Monitoring will be undertaken to demonstrate the effectiveness of weed control works and the results are to be used to adapt future control works and targets.
- Any populations of new and emerging high threat weeds will be treated promptly and eliminated to <1% cover. This will be done in consultation with Trust for Nature.

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AL521922D
28/11/2014 $116.50 CTA

- Any other significant environmental weeds identified during the ongoing site monitoring will also be controlled in consultation with Trust for Nature.
- During weed control, natural regeneration of indigenous flora will be protected from off-target damage.
- Biomass management undertaken as per Sections 3.5.4, 3.5.5 and 3.5.6 and below.

3.5.3 Pest Animals

The control of vermin including rabbits and other pest herbivores beyond the legal duty of care is a requirement of this OMP. Therefore pest animal control works are required within the offset site.

Grazing by European Rabbits *Oryctolagus cuniculus* and European Hares *Lepus europeaus* is evident and is likely to have a significant impact within the offset site. However, no active rabbit warrens were noted within the offset site.

Currently rabbits and hares are controlled by shooting and this appears to be affective at this point in time. If this changes, baiting can be considered as an option for control of these pests.

Control within the offset site would effectively be achieved through a reasonable level of works to eliminate any active warrens in the local area (i.e. land within the owners control and within 500 m of the offset site). Control will in part be achieved through the removal and destruction of the shelter provided by any shrubby weeds within the broader area managed by the same landowner. The landowner will therefore control all shrubby environmental weeds on their land within 500 m of the offset site. Control of rabbits will be undertaken in accordance with current guidelines provided by the Department of Environment and Primary Industries (http://www.dpi.vic.gov.au/search?q=Rabbit+Management+Strategy&start=0&x=15&y=11).

Ripping of rabbit warrens within the offset site is not permitted. If any warrens develop within the offset site they will be treated by low impact measures such as fumigation or implosion.

Other problem pest animals may include cats and foxes, although the general lack of shelter and harbour for these species reduces the likelihood that any animals are resident in the local area. Control techniques such as poisoning are therefore likely to be ineffective. The landowner will select from the range of control techniques available and apply the most effective in the local conditions.

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Actions

- Control and seek to locally eliminate European Hares, European Rabbits, cats and foxes and using appropriate control techniques including shooting, poison baits or similar methods, without soil disturbance.
- At a minimum spotlight shooting over a minimum period of three hours targeting all pest animals will occur over the entire site once every three months. This will be conducted by the landowner or a professional shooter employed by the landowner;
- Fumigate rabbit warrens within three weeks of detection. Fumigation works will be conducted by a suitably qualified operator.

3.5.4 Biomass / Organic Litter control

Biomass management is essential to maintain indigenous flora and fauna values throughout the offset site. Biomass management is also required to maintain inter-tussock spaces and prevent excessive competition to grassland forbs. Where there is a sustained build up in ground cover biomass over any one year, resulting in a reduction of inter grass tussock space to an average of less than 30%, biomass will need to be actively reduced. Judgements on the cover of inter-tussock space and the build-up of groundcover biomass will be

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AL521922D
28/11/2014 $116.50 CTA

made by the landowner in consultation with the Trust for Nature. The independent ecological monitoring will also assess the effectiveness of the biomass control techniques applied and the need for any adjustments to the management regime to provide the prescribe outcome.

Controlled grazing will be applied to reduce biomass and maintain an open tussock-grass structure for this grassland, and where appropriate, ecological burning will also be utilised.

3.5.5 Use of grazing for ecological management

Currently the offset site is subject to unrestricted grazing by sheep. Given the diversity of native species found within the uncultivated native grasslands of this site, this method of disturbance regime (grazing by domestic stock) is seen as a reliable and conservative action to maintain and improve the ecological values associated with the area. While grazing by domestic stock will continue to be used at this site as a method of biomass reduction, it will be undertaken in a controlled manner following a grazing management plan. Biomass accumulation control at this site will therefore be consistent with the standards for management of ecological grazing provided by DSE (2009).

In this context pulse grazing (i.e. using high numbers of sheep over short periods) in the offset area to maintain an open tussock grassland structure is seen as a precautionary management method to maintain the species richness of these native grasslands. Grazing of domestic stock will be restricted to the use of sheep. Grazing by other domestic stock including but not restricted to cattle, goats and horses are to be excluded from the offset site by this plan.

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The timing of grazing will be strictly controlled to allow native species to grow and set seed over the spring to mid summer period (DSE 2009). Stock will be excluded from the beginning of August to the end of January annually in perpetuity. Table 11 provides targets to be met for ongoing management of grazing within the offset area. The landowner will keep records of the number of sheep and duration of grazing within the offset area. This data will be provided to the Trust for Nature on an annual basis. This data and the resultant impact on biomass will provide the basis for an ongoing grazing strategy to be approved by the Trust for Nature.

Table 11. Requirements and limit of grazing activities within the offset area.

Period where grazing by domestic stock is not permitted	1st August to 31st January annually in perpetuity
Pulse grazing cycles required	3 (minimum)
Grazing required prior to exclusion period	15th July to 31st July
Minimum rest from grazing between pulse grazing	2 weeks
Maximum continuous pulse grazing	4 weeks
Biomass management thresholds	minimum height of 10 cm; total vegetation cover of no greater than 70%
Target inter-tussock space	Minimum 30% of total site cover

Grazing will occur over a short duration and exceed the standard stocking rate to prevent selective grazing and allow for periods of non-grazing. The maximum length of continuous grazing is 4 weeks with at least 2 weeks rest between cycles. Biomass management objectives are that the mean vegetation height will be maintained to a minimum height of 10cm; inter-tussock space will be maintained to at least 30% and the total

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AL521922D
28/11/2014 $116.50 CTA

vegetation cover will not fall below 50%. At least 3 pulse grazing cycles will occur within the grazing period, one of which will occur immediately prior to the exclusion period.

The only exception to requirements specified for pulse grazing (Table 11) is if an ecological burn is planned during or following the pulse grazing period. In this instance a fire management plan produced by a qualified contractor will inform when grazing will be removed to allow for a build up in biomass to establish a burn.

Sheep used for pulse grazing will be shorn within the previous 1-2 months to reduce likelihood of weed seed introductions. Stock transfer into the offset site will be timed to minimise the potential for weed seed transport via mud (i.e. stock movements into the offset site will be excluded within two days of rainfall). The 100 ha paddock will need to be monitored during wet periods to prevent excessive soil disturbance in areas of Plains Grassy Wetland. Following any high rainfall events, stock will be removed immediately.

3.5.6 Use of fire for ecological management

Burning within the offset area will be undertaken only with due consideration to relevant health and safety issues, in consultation with the Country Fire Authority and in line with a fire management plan completed by a suitably qualified consultant. Any fire plan will also be provided to DoE at least three weeks prior to any burning event identified within that plan. The following provides guidelines for use of burning only in an ecological sense. The land owner is responsible for ensuring the requirements of this OMP can be carried out only if compliant with all other government planning requirements and permits.

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While grazing by domestic stock will be the typical manner in which ground cover biomass will be regulated, the controlled application of fire is an efficient and cost-effective alternative technique for reducing biomass in grassy ecosystems such as those that occur within the offset site. Importantly, burning (c.f. grazing or slashing) allows greater access and efficiency for weed control and increased natural regeneration of indigenous plant species. While burning may enhance germination of indigenous species, it can also be expected to promote certain exotic species and as such post-burning weed control will be vital in maintaining remnant vegetation. However stimulating the soil stored weed seed bank is seen as positive as this allows this seed bank to be exhausted through active management.

The controlled application of fire will be used for biomass reduction in all or parts of the offset site. Selected areas of grassland may be burnt to tackle particular weed issues or to assist in the lowering of soil nitrogen and phosphorous which would assist in weed control works. However no area is to be burnt more frequently than every three years and no more than 50% of the offset site will be burnt in any one year. The application of a mosaic burning regime is also considered advantageous and therefore any individual burn will not cover a contiguous area of more than 10% of the offset site (i.e. there may be five separate burns in any one year covering a total of 10 ha but any one burn will cover a maximum of 2.1 ha and be separated from other burnt areas by at least 20 m of unburnt grassland.

The landowner will prepare maps identifying the fire history of the offset area to ensure compliance with the area restrictions identified above.

The extent, intensity and timing of burns must take into account the presence of threatened species, in particular Golden Sun Moth and Striped Legless Lizard. Fire may kill individuals of both species during the warmer months of the year when they are active above the soil surface. Burning will not be undertaken between November and January to avoid the pupation and flight season of Golden Sun Moth. Timing of burns will also only be undertaken when soil moisture is low and soil cracks are still present allowing refuge for Striped Legless Lizard.

Any ecological burns will be conducted during benign (low wind and mild temperature) weather conditions and may be patchy (i.e. not result in the uniform burning of all areas). Patchy burns are a desirable outcome.

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AL521922D
28/11/2014 $116.50 CTA

Actions

- Develop a grazing plan consistent with Table 11 for the offset area, including timing and intensity;
- Exclude grazing during wet periods where ground disturbance would occur;
- Engage a qualified contractor to produce a fire management plan which allows for an ecological burning regime described in the following dot point. Provide any approved burn plan to DoE at least three weeks prior to any burning event identified within that plan.
- Undertake ecological burning over approximately 40-50% of the offset area at least four times during the 10 year management period. For example at year 1, 4, 7 and 10 or in smaller areas more frequently as required by the fire management plan. Rotate areas burnt so that no area is burnt more frequently than every three years, burn areas in a small scale patchwork with any individual burnt area covering no more than two ha;
- When planning burns, liaise with any relevant regulator regarding appropriate planning and permits in a timely manner;
- Plan and conduct ecological burning within different seasons to promote regeneration of a variety of species. However ensure burns are undertaken outside the peak flight and pupation stages for Golden Sun Moth (November-January) being aware of the ecological needs of any threatened species present (e.g. Striped Legless Lizard).

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3.5.7 Understorey Diversity and Recruitment

The major threats to understorey diversity in these grasslands are over-grazing by domestic stock and other introduced herbivores, competition from introduced plant species and the accumulation of biomass over a prolonged period (greater than a year). This area of Plains Grassland retains between 50 and 90% of the expected number of understorey life forms for this EVC, and is generally not considered deficient in terms of the species diversity of the life-forms that are present. Missing or deficient elements are typically the large herbs and this is largely a function of the growth stage of the plants present. Enrichment planting is therefore not currently necessary although this will be reviewed by the independent ecologist monitoring the site after five years of active ecological management.

Controlled grazing by domestic stock and the control of rabbits and hares are required to maintain understorey diversity and encourage recruitment of threatened species. Fire or other forms of biomass reduction would also be required to facilitate regeneration, remove the dead biomass associated with weed control works and maintain inter-tussock spacing. The use of fire could be implemented at a number of scales. Within this larger grassland patch it would take the form of a managed patch burn covering up to 10 hectares or in smaller patches localised burning covering up to half a hectare or even tens of square metres using a hand held weed burner. Biomass control works will also reduce the potential for uncontrolled wildfire to impact this site.

The understorey and recruitment scores are likely to improve provided that the total weed cover (currently 40% which includes a 20% cover of annual weeds) is reduced to less than 10%, which is a requirement of this plan. Active management will seek to significantly reduce the cover of all exotic species with specific targets for high threat species given in Table 10.

Actions

- Active weed management to be undertaken as outlined in Section 3.5.2
- Biomass will be managed to enhance recruitment – see Sections 3.5.4 and 3.5.5 above.

ADVERTISED PLAN

Delivered by LANDATA®, timestamp 30/06/2025 16:25 Page 64 of 117

AL521922D
28/11/2014 $116.50 CTA

3.5.8 Supplementary Planting and Revegetation

There is currently no need to do any supplementary planting or revegetation within the offset site. There is a high diversity of understorey species in this area and improvement will mainly be achieved through weed control. This decision will be reviewed by the independent ecologist after five years of active management.

3.5.9 Summary of Offset Gains

The gains associated with the implementation of this Offset Management Plan align with the requirements for defined offset areas under both Victoria's Native Vegetation Framework and the key management issues identified by the significant impact guidelines for Golden Sun Moth (DEWHA 2009) are as follows:

- The application of permanent legal protection requiring conservation management of the area as guided by this plan (Section 3.3);
- The permanent removal of existing rights to apply fertiliser and conduct exotic pasture improvement activities (Section 3.3 and 3.4);
- The permanent removal of existing rights to graze any domestic stock with the exception of sheep. Grazing by cattle, horses, goats etc. will be excluded by the covenant (Section 3.4 and 3.5);
- Only allowing the pulse grazing of domestic stock within the parameters required by this plan (i.e. grazing exclusion between start of August and mid-January) (Section 3.5.5);
- Maintaining inter-tussock spaces through prescribed biomass control works predominantly through the use of pulse grazing (Section 3.5.5);
- Using fire to augment pulse grazing by sheep to manage biomass and maintain inter-tussock spaces within the restrictions outlined by this plan and DEWHA (2009) (Section 3.5.6);
- Preventing over-grazing by identifying a minimum vegetative length (10cm) and vegetation cover (50%) to which pulse grazing is permitted (Section 3.5.5);
- Requiring weed control works to lower the total cover of weeds from the current level (40% cover) to less than 10% cover with less than 5% cover for perennial grassy weeds and less than 2% cover for broadleaf weeds over a ten year period (Section 3.5.2, Table 10);
- Targeting the control of existing high threat weeds as well as any future high threat weeds which may colonise the site (Section 3.5.2, Table 10);
- Requiring the control of pest animals such as rabbits, hares and foxes above the existing legal requirements (Section 3.5.3);
- Requiring the permanent maintenance of the reduced weed cover reached after the first ten years of management (Section 3.4);
- Supervision and monitoring of site management by the Trust for Nature (Section 3.6).

Additional details on required management actions and relevant timing for implementation is provided in Table 12. These proposed management actions are consistent with the Principles and practical management guidelines for protected areas of Golden Sun Moth habitat in urban areas prepared by Biosis Research (2010) as part of the Melbourne Strategic Assessment (http://www.depi.vic.gov.au/environment-and-wildlife/biodiversity/melbourne-strategic-assessment/melbourne-strategic-assessment-publications#A9) and the requirements for managing Golden Sun Moth habitat outlined by DEWHA (2009).

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Table 12: Management plan actions and timing for offsets on the McDonnell Road, Ombersley offset site.

Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
0	0.1	-	Establish offset area.	Upon registration of the covenant. This action is a key requirement defining the start of the prescribed management period.	21	ha	Land Owner	Trust for Nature covenant.
0	0.2	-	Ensure appropriate fencing is established. Fencing already protects the broader 100 ha paddock within which the offset site is located. The offset area allocated to this specific offset management plan does not need to be fenced separately unless existing land-use rights are fully exercised in the remainder of the 100 ha paddock.	This action is a key requirement defining the start of the prescribed management period.	-	-	Land Owner	Site isolated from activities excluded by this plan (i.e. construction works, uncontrolled grazing by domestic stock).
0	0.3	-	Establish markers to identify boundary of the offset site to assist with management and monitoring of the area.	This action is a key requirement at the start of the prescribed management period.	-	-	Land Owner in consultation with qualified ecologist	Markers established to identify the boundary of the offset site. Guidance provided by a qualified ecologist to ensure impacts to native vegetation are avoided.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
0	0.4	-	Where appropriate identify a person/company to control pest plants and animals. In this instance the Trust for Nature (TfN) will provide appropriate supervision for the land owner to conduct the pest plant and animal control works.	Agreement between land owner and TfN upon registration of the covenant.	-	-	Land Owner	Appropriate personnel appointed to conduct works.
0	0.5	-	Qualified ecologist to undertake baseline monitoring, establish monitoring points and refine management actions based on baseline results.	Oct-Nov monitoring	1	Report	Qualified ecologist	Prepare standard report including photos and confirm agreed performance measures outlined in Section 3.5.
1	1.1	0.1-0.5	Land owner to develop annual works plan in consultation with the TfN based on a site inspection with TfN.	Upon registration of the covenant.	-	-	Land Owner and TfN	Annual works plan prepared and approved for implementation by TfN.
1	1.2	1.1	Maintain fences and gates around broader offset area and markers around offset site in good working order. Remove any rubbish present within the offset site.	Continuous (inspection and management)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
1	1.3	1.1	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one	1st February – 31st July	21	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at more than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.					
1	1.4	1.1	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sep–Nov	-	-	Land Owner in consultation with ecological restoration contractor	No ground disturbance by pest animals within offset site. No active rabbit warrens present within offset site, minimal surface harbour for rabbits and hares present (but excluding natural harbour such as rocks).
1	1.5	1.1	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	21	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
1	1.6	1.1	Develop burn plan and undertake ecological burn of the offset site to reduce plant biomass and promote recruitment of native species. Ecological burns to be undertaken over 40-50% of the offset area at least four times during 10 year management period (e.g. years 1, 4, 7 and 10). Conduct burns in different seasons to promote regeneration of a variety of species. Undertake burns outside Nov-Jan when threatened fauna species on site are active.	Sep-Oct (or as specified in the burn plan)	10	ha	Qualified contractor in consultation with CFA and TfN	Medium intensity burn over 40–50% of the 21 ha area. Some small areas within burn boundary left unburnt. No area to be burnt at a frequency of more than once every three years. Follow up weed control will be undertaken within the burn area in accordance with section 3.5. Burns must also be undertaken to generate a mosaic pattern of burnt and unburnt areas (See section 3.5.4.)
1	1.7	0.5	Conduct regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
1	1.8	0.5	Qualified ecologist to undertake monitoring, and refine management actions based on results. Identify any new high threat weeds for priority control. Report to regulator as required.	Oct-Nov monitoring Dec Reporting	1	Report	Qualified ecologist to be engaged by the Land Owner	Prepare standard report including results from photos and agreed performance measures outlined in Section 3.5. Monitoring report provided to TfN, DSDBI, DEPI/Council & DoE.
1	1.9	1.7	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, DSDBI and DoE.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DoE, DSDBI and as appropriate to DEPI.
1	1.10	1.8-1.9	Review and update Annual Works Plan in consultation with TfN.	Dec	1	Report	Land owner in consultation with TfN	Following year's management tailored to current site conditions.
2	2.1	1.2	Maintain fences and gates around broader offset area and markers around offset site in good working order.	Continuous (inspection and management)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
2	2.2	1.3	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one	1st February – 31st July	21	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity - month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.					
2	2.3	1.4	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sep–Nov	-	-	Land Owner in consultation with ecological restoration contractor	No ground disturbance by pest animals within offset site. No active rabbit warrens present within offset site, minimal surface harbour for rabbits and hares present (but excluding natural harbour such as rocks).
2	2.4	1.5	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	21	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.

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2	2.5	1.9	Conduct regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
2	2.6	2.5	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, DSDBI and DoE.	Nov.	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DoE, DSDBI and as appropriate to DEPI
2	2.7	2.6	Review and update Annual Works Plan in consultation with TfN.	Dec.	1	Report	TfN and land owner	Following years management tailored to current site conditions
2	2.7	Nil	Monitor GSM population as per Section 3.8 and prepare a report on occurrence and abundance.	Oct - Dec	1	Report	Land owner in consultation with TfN	GSM Monitoring report provided to TfN, DSDBI and DoE.
3	3.1	2.1	Maintain fences and gates around broader offset area and markers around offset site in good working order.	Continuous (inspection and management)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded
3	3.2	2.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the	1st February – 31st July	21	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.					
3	3.3	2.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb – Apr, Sep – Nov	-		Land Owner	Absence of evidence of grazing/browsing by pest animals
3	3.4	2.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging	July – Nov or as required and detailed in the annual works plan	21	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage.

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Delivered by LANDATA®, timestamp 30/06/2025 16:35 Page 73 of 117

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			weeds and eliminate any found.					Control new and emerging weeds to < 1% cover across offset site.
3	3.5	2.5	Conduct regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period. The Spring of Year 3 recommended as a site inspection year for TfN.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
3	3.6	1.8	Qualified ecologist to undertake monitoring, and refine management actions based on results. Report to regulator as required.	Oct-Nov monitoring Dec Reporting	1	Report	Qualified ecologist to be engaged by the Land Owner	Prepare standard report including results from photos and agreed performance measures outlined in Section 3.5. Monitoring report provided to TfN, DoE, DSDBI and as appropriate to DEPI/Council.
3	3.7	3.5	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, DSDBI and DoE.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DoE, DSDBI and as appropriate to DEPI

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AL521922D
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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
3	3.8	3.7	Review and update Annual Works Plan in consultation with TfN.	Dec	21	ha	TfN and land owner	Following years management tailored to current site conditions.
4	4.1	3.1	Maintain fences and gates around broader offset area and markers around offset site in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
4	4.2	3.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.	1st February – 31st July	21	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
4	4.3	3.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500 m of offset site where possible).	Feb–Apr, Sept–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
4	4.4	3.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	21	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
4	4.5	1.6	Develop burn plan and undertake ecological burn of the offset site to reduce plant biomass and promote recruitment of native species. Ecological burns to be undertaken over 40-50% of the offset area at least four times during 10 year management period (e.g. years 1, 4, 7 and 10). Conduct burns in different seasons to promote regeneration of a variety of species. Undertake burns outside Nov-Jan when threatened fauna species on site are active.	Mar-Apr (or as specified in the burn plan)	10	ha	Qualified contractor in consultation with CFA and TfN	Medium intensity burn over 40–50% of the 21 ha area. Some small areas within burn boundary left unburnt. No area to be burnt at a frequency of more than once every three years. Follow up weed control will be undertaken within the burn area in accordance with section 1.5. Burns must also be undertaken to generate a mosaic pattern of burnt and unburnt areas (See section 3.5.4.)

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity - month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
4	4.6	3.8	Conduct regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
4	4.7	4.6	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, DSDBI and DoE.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DoE, DSDBI and as appropriate to DEPI.
4	4.8	4.7	Review and update Annual Works Plan in consultation with TfN.	Dec	21	ha	TfN and land owner	Following years management tailored to current site conditions
4	4.9	Nil	Monitor GSM population as per Section 3.8 and prepare a report on occurrence and abundance.	Oct - Dec	1	Report	Land owner in consultation with TfN	GSM Monitoring report provided to TfN, DSDBI and DoE.
5	5.1	4.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
5	5.2	4.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.	1st February – 31st July	21	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
5	5.3	4.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sept–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.
5	5.4	4.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section	July–Nov or as required and detailed in the annual works plan	21	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity - month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			3.5.2).					Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
			Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.					
5	5.5	4.6	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
5	5.6	3.6	Qualified ecologist to undertake monitoring, and refine management actions based on results. Report to regulator as required.	Oct-Nov monitoring Dec Reporting	1	Report	Qualified ecologist to be engaged by the Land Owner	Prepare standard report including results from photos and agreed performance measures outlined in Section 3.5. Monitoring report provided to TfN DSDBI, DEPI/Council & DoE.
5	5.7	5.6	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, DSDBI and DoE.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DoE, DSDBI and as appropriate to DEPI

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity - month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
5	5.8	5.7	Review and update Annual Works Plan in consultation with TfN.	Dec	21	ha	TfN and land owner	Following years management tailored to current site conditions.
6	6.1	5.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
6	6.2	5.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.	1st February – 31st July	21	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
6	6.3	5.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500 m of offset site where possible).	Feb-Apr, Sept-Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity - month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
6	6.4	5.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	21	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
6	6.5	5.8	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period. The Spring of Year 6 recommended as a site inspection year for TfN.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
6	6.6	6.5	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, DSDBI and DoE.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DoE, DSDBI and as appropriate to DEPI.
6	6.7	6.6	Review and update Annual Works Plan in consultation with TfN.	Dec	21	ha	Land owner in consult. with TfN	Following years management tailored to current site conditions.
6	6.8	Nil	Monitor GSM population as per Section 3.8 and prepare a report on occurrence and abundance.	Oct - Dec	1	Report	Land owner in consultation with TfN	GSM Monitoring report provided to TfN DSDBI and DoE.
7	7.1	6.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
7	7.2	6.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at	1st February – 31st July	21	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.					
7	7.3	6.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sept–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.
7	7.4	6.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	21	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
7	7.5	4.5	Develop burn plan and undertake ecological burn of the offset site to reduce plant biomass and promote recruitment of native species. Ecological burns to be undertaken over 40-50% of the offset area	Jul-Aug (or as specified in the burn plan)	10	ha	Qualified contractor in consultation with CFA and TfN	Medium intensity burn over 40–50% of the 21 ha area. Some small areas within burn boundary left unburnt. No area to be burnt at a frequency of more than once every three years.

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Delivered by LANDATA®, timestamp 30/06/2025 16:50 Page 83 of 117

Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			at least four times during 10 year management period (e.g. years 1, 4, 7 and 10). Conduct burns in different seasons to promote regeneration of a variety of species. Undertake burns outside Nov-Jan when threatened fauna species on site are active.					Follow up weed control will be undertaken within the burn area in accordance with section 1.5. Burns must also be undertaken to generate a mosaic pattern of burnt and unburnt areas (See section 3.5.4.)
7	7.6	6.7	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
7	7.7	7.6	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, DSDBI and DoE.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DoE, DSDBI and as appropriate to DEPI.
7	7.8	7.7	Review and update Annual Works Plan in consultation with TfN.	Dec	21	ha	Land owner in consultation with TfN	Following years management tailored to current site conditions.

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AL521922D
28/11/2014 $116.50 CTA

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
8	8.1	7.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
8	8.2	7.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.	1st February – 31st July	21	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
8	8.3	7.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sep–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.
8	8.4	7.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing	July–Nov or as required and detailed in the	21	ha	Land Owner in consultation with vegetation	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds,

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity - month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	annual works plan			management contractor	beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
8	8.5	7.8	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency			Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
8	8.6	8.5	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, DSDBI and DoE.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DoE, DSDBI and as appropriate to DEPI.
8	8.7	8.6	Review and update Annual Works Plan in consultation with TfN.	Dec	21	ha	Land owner in consultation with TfN	Following years management tailored to current site conditions.

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28/11/2014 $116.50 CTA

Delivered by LANDATA®, timestamp 30/06/2025 17:00 Page 86 of 117

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
8	8.8	Nil	Monitor GSM population as per Section 3.8 and prepare a report on occurrence and abundance.	Oct - Dec	1	Report	Land owner in consultation with TfN	GSM Monitoring report provided to TfN DSDBI and DoE.
9	9.1	8.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
9	9.2	8.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.	1st February – 31st July	21	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
9	9.3	8.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sep–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
9	9.4	8.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	21	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
9	9.5	8.7	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This will incorporate identification of any new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
9	9.6	9.5	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, DSDBI and DoE.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DoE, DSDBI and as appropriate to DEPI

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity - month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
9	9.7	9.6	Review and update Annual Works Plan in consultation with TfN.	Dec	21	ha	Land owner in consultation with TfN	Following years management tailored to current site conditions.
10	10.1	9.1	Maintain fences and gates around broader offset area, and markers around offset site, in good working order.	Continuous (inspection and repairs as required)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
10	10.2	9.2	Undertake pulse grazing to reduce biomass. A minimum of three pulse grazing cycles are required within the grazing period, and one of these will occur immediately before the exclusion period (unless otherwise advised by the fire management plan). The maximum grazing length at any one time is four weeks with a minimum two week rest period between grazing cycles. Vegetation height to be maintained at greater than 10 cm; total vegetation cover will not be grazed below 50% and inter-tussock space will be maintained to at least 30%.	1st February - 31st July	21	ha	Land Owner	Maintain an open tussock grassland with at least 30% cover of inter-tussock space.
10	10.3	9.3	Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area (within 500m of offset site where possible).	Feb–Apr, Sep–Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.

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10	10.4	9.4	Control all high threat grass / herb weeds before seed set using appropriate methods to ensure a reduction of existing weed levels. Refer to Table 10 for percentage cover of high threat weeds at inception. Eliminate any woody weeds (see Section 3.5.2). Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.	July–Nov or as required and detailed in the annual works plan	21	ha	Land Owner in consultation with vegetation management contractor	Minimise the occurrence of weeds, with a reduction in total cover of weeds, including high threat weeds, beyond current levels. Target is a total weed cover of <10% \ with reduced cover of high threat weeds listed in Table 10, <5% perennial grassy weeds and <2% broadleaf weeds by the end of 10 years. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
10	10.5	7.5	Develop burn plan and undertake ecological burn of the offset site to reduce plant biomass and promote recruitment of native species. Ecological burns to be undertaken over 40-50% of the offset area at least four times during 10 year management period (e.g. years 1, 4, 7 and 10). Conduct burns in different seasons to promote regeneration of a variety of species. Undertake burns outside Nov-Jan when threatened fauna species on site are active.	Feb-Mar (or as specified in the burn plan)	10	ha	Qualified contractor in consultation with CFA and TfN	Medium intensity burn over 40–50% of the 21 ha area. Some small areas within burn boundary left unburnt. No area to be burnt at a frequency of more than once every three years. Follow up weed control will be undertaken within the burn area in accordance with section 1.5. Burns must also be undertaken to generate a mosaic pattern of burnt and unburnt areas (See section 3.5.4.)

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Delivered by LANDATA®, timestamp 30/06/2025 17:00 Page 90 of 117

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
10	10.6	9.7	Undertake regular site inspections at a frequency to ensure management activities are conducted as required. This will include identifying new weeds and evaluation of biomass conditions. These inspections will be conducted by the land owner. TfN to participate in site inspections at least four times over offset period. The Spring of Year 10 is recommended as a TfN inspection year.	Site inspections at an appropriate frequency	-	-	Land Owner and TfN	Reporting of management activities as agreed. This can consist of a series of notes of observations made by the land owner during site inspections.
10	10.7	10.6	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, DSDBI and DoE.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DoE, DSDBI and as appropriate to DEPI.
10	10.8	5.6	Qualified ecologist to undertake monitoring, and refine management actions based on results. Report to regulator as required.	Oct-Nov monitoring Dec Reporting	1	Report	Qualified ecologist to be engaged by the Land Owner	Prepare standard report including results from photos and agreed performance measures outlined in Section 3.5. Monitoring report provided to TfN DSDBI, DEPI/Council and DoE.
10	10.9	10.7	Prepare annual report based on site inspections conducted throughout the year. Report to be provided to TfN, DSDBI and DoE.	Nov	1	Report	Land Owner	Report reviewing the success of management and level of implementation of OMP provided to TfN, DoE, DSDBI and as appropriate to DEPI.

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
10	10.9	10.8	Revise this offset management plan (OMP) in consultation with TfN to identify management actions required to maintain the offset site in perpetuity.	Dec	1	OMP	Qualified ecologist	Updated offset management plan to aid ongoing maintenance of the offset site.
10	10.10	Nil	Monitor GSM population as per Section 3.8 and prepare a report on occurrence and abundance.	Oct - Dec	1	Report	Land owner in consultation with TfN	GSM Monitoring report provided to TfN DSDBI and DoE.
10	10.11	10.9	Identify and allocate resources for ongoing management and continue to implement active ecological management to maintain the offset site.	Dec	-	-	Land Manager in consultation with TfN	Ongoing ecological management to maintain and improve the ecological values of the Protection Site in perpetuity.
Beyond year 10			Maintain fences and gates around broader offset area in good working order.	Continuous (inspections and management)	-	-	Land Owner	Potential threats (i.e. rabbits, domestic stock, unauthorised entry) excluded.
Beyond year 10			Evaluate ground cover biomass and manage using pulse grazing and ecological burning	As required	21	ha	Land owner	Maintain an open tussock grassland structure (30% inter-tussock spacing) using fire and pulse grazing, and ensure areas with high levels of dead weeds are subject to biomass reduction.
Beyond year 10			Control pest animals (e.g. rabbits, hares, foxes and cats) within the offset and surrounding area.	Feb – Apr, Sept – Nov	-	-	Land Owner	Absence of evidence of grazing/browsing by pest animals.
Beyond year 10			Control all high threat grass / herb weeds	July - Nov	21	ha	Land Owner	Minimise the occurrence of weeds

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Year number	Action No	Required preceding action*	Activity Description	Timing of activity – month(s)	Quantity	Units	Who is responsible for this action?	Standard to be achieved
			before seed set using appropriate methods to ensure existing weed levels, at the minimum, do not increase. Eliminate all woody weeds. Control total cover of weeds, in particular perennial grassy weeds and broadleaf weeds. Monitor for new and emerging weeds and eliminate any found.					with no increase in cover of weeds, including high threat weeds, beyond current levels. Minimum off-target damage. Control new and emerging weeds to < 1% cover across offset site.
Beyond year 10			Undertake monitoring and refine management actions based on results. Identify any new high threat weeds for priority control. Conduct regular site inspections at a frequency to ensure management activities are conducted as required. These inspections will be conducted by the land owner.	Oct–Nov monitoring Site inspections at an appropriate frequency			Land Owner	Land Owner to undertake monitoring as required and site inspections biannually (at a minimum).

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3.6 Monitoring and Reporting

Net Gain offset sites require a review of the management actions by a qualified ecologist after years 1, 3, 5 and 10 of management. Baseline data will be collected prior to the commencement of management works and data on the selected parameters will be collected during each of the four reviews. The results of these audits will be reported to Trust for Nature and DEPI/Council as required. A template for this reporting is provided in Appendix 3 which will also be used for the collection of baseline data at the start of the offset management period. Information from these monitoring events will be used to guide the ongoing site management.

After the 10 year review the offset site will continue to be managed by the land owner in a manner consistent with the objectives of this plan.

More general supervision/monitoring of the grassland will be undertaken by the Trust for Nature to ensure the grasslands response to management actions produce the desired outcome outlined by this plan. Trust for Nature will visit the site a minimum of four times over the 10 year management period (at least the spring of years 1, 3, 6 and 10) and will liaise with the land owner annually regarding the development of an annual works plan.

The progress of management works will be monitored by the land owner on a regular basis (at a minimum once every 2 months). The land owner will provide a management progress report to Trust for Nature on an annual basis (or more frequently as required).

Actions

- Engage a qualified ecologist to undertake monitoring of management at the commencement of the offset management period (to provide baseline data) and in years 1, 3, 5 and 10. Reports will be provided after years 1, 3, 5 and 10 to Trust for Nature and DEPI/Council as required and will include a review of past works and future planning.

- A minimum of 15 permanent photo points will be established by the ecologist, marked and accurately located by GPS or similar within the offset site. Photo points will be located to adequately characterise the current vegetation condition, and include a range of weed species. These photo points will be used to monitor the vegetation for at least the 10 year period covered by this plan.

- Within a 5 x 5 m area centred on each photo point the ecologist will assess the percentage total vegetation cover, percentage cover of inter-tussock space, average height of vegetation and cover of native and exotic life-forms will be recorded.

- The results of the current year's management actions in relation to the annual management objectives will be reviewed by 31 December each year in consultation with Trust for Nature. This requires regular site inspection to determine the progress of pest plant and animal control works. Short inspections by the land owner to monitor management progress will be completed at least every two months. Input from the Trust for Nature is also required to approve any potential changes to management activities. This input will occur at least once per annum.

- An annual management review will inform the annual works program. This works program will be prepared by the land owner in consultation with the Trust for Nature by the end of December each year. The plan will be implemented by the land owner and will include achievable management objectives consistent with this management plan. The works program for the coming year will also address issues that may not have been anticipated in formulating this original management plan.

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- Annual progress reports will be prepared by the land owner.
- Appropriate records must be kept for each monitoring event by the land holder, Trust for Nature and the nominated ecologist (date, time, location, description of features or actions within each photograph).
- A completed Landowner monitoring and reporting form (required by DEPI in years 2, 5, 10 and within three months as requested in writing by DEPI after year 10).

3.7 Golden Sun Moth Monitoring

As the site is specifically an offset site for the conservation of Golden Sun Moth, monitoring during the flight season for this species is considered essential for DoE to determine the efficacy of the actions taken to protect and offset impacts to this species (see Table 12 for an outline of the management actions required). As the species is known to occur at the offset site and active management is expected to improve the condition of this habitat, monitoring the population of GSM every second year is appropriate.

A monitoring event includes four GSM surveys within the flight season to document the occurrence and abundance of GSM within the offset site. Surveys are prescribed for every second year (years 2, 4, 6, 8 and 10) over the ten year management period outlined by this OMP. Surveys will be undertaken during the GSM flight season, which in this region is typically expected to be between October and December each year. As the timing of the flight season varies annually and geographically, surveys need to be initiated from when warm weather is considered likely to stimulate emergence. In this region this is expected to occur anytime from early October onwards. Any observations of GSM during monitoring for vegetation condition and during inspections by the land owner or TfN will also be recorded.

As GSM are known to occur at McDonnells Road no reference sites are required. However, prior to surveys being conducted at this site, reports of GSM flying around Melbourne are likely to provide a useful indicator to identify the start of the flight season at this site.

Surveys are to be spaced at least one week apart to allow for variations in emergence patterns. Survey will take place when conditions were suitable for male flight (generally >20°C, bright, clear days, full sun, absence of rain and wind other than a light breeze) between 10:00 hrs and 15:00 hrs.

Each survey will examine the entire site systematically using two zoologists driving a series of transects running east-west and spaced approximately 50m apart. Tracks will be recorded using a GPS and a waypoint taken for each location where GSM are observed. Each survey is expected to take between approximately three to four hours to complete.

Any obvious changes to the habitat characteristics of the offset area will be recorded during the GSM survey.

3.8 Timing

The time frame of the OMP is 10 years from commencement of management works, in accordance with the Native Vegetation Framework (NRE 2002). Gains are required to be achieved over this ten year period. The formal commencement of the 10 year management period must start when the offset area has been legally protected.

Reports prepared by a suitably qualified ecologist will be provided after years 1, 3, 5 and 10 to Trust for Nature, DSDBI and DoE and also to DEPI/Council as required, and will include a review of past works and future planning.

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The land owner will provide a report on the status of management works to the Trust for Nature, DSDBI and DoE on an annual basis.

Monitoring reports assessing the Golden Sun Moth population prepared by a suitably qualified ecologist will be provided to Trust for Nature, DSDBI and DoE after the flight season for years 2, 4, 6, 8 and 10 of this plan as directed by Table 12.

Prior to works being undertaken each year the annual works program (based on Table 8) will be reviewed. The person undertaking the works will prepare a detailed works program in consultation with Trust for Nature. The works program for the coming year will also address issues that may not have been anticipated in formulating this original management plan.

This management plan will be periodically reviewed during the 10 year management period and modified if necessary. It is suggested that a review of this plan be incorporated in the reporting requirements for years 1, 3, 5 and 10.

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Appendices

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Appendix 1: Plant species recorded within the Dennis Grassland

A1.1 Flora species recorded from the offset area

Table A1.1. Flora species (60 Native and 35 Weeds) recorded from the proposed offset area.

Notes to tables:

EPBC Act:
CR - Critically Endangered
E - Endangered
V - Vulnerable

DSE 2005:
e - endangered
v - vulnerable
r - rare

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PMST – Protected Matters Search Tool

FFG Act:
L - listed as threatened under FFG Act
P - protected under the FFG Act (public land only)

- Native species outside natural range

Noxious weed status:
SP - State prohibited species
RP - Regionally prohibited species
RC - Regionally controlled species
RR - Regionally restricted species

Status	Scientific Name	Common Name
Rare or Threatened Native Species		
Ee	*Dianella amoena*	Matted Flax-lily
v	*Microseris scapigera*	Plains Yam-daisy
Native Species		
	Acaena echinata	Sheep's Burr
	Acaena ovina	Australian Sheep's Burr
	Allittia cardiocarpa	Swamp Daisy
	Amphibromus macrorhinus	Long-nosed Swamp Wallaby-grass
	Amphibromus neesii	Southern Swamp Wallaby-grass
	Amphibromus nervosus	Common Swamp Wallaby-grass
	Anthosachne scabra s.s.	Common Wheat-grass
	Arthropodium sp. 3 (aff. *strictum*)	Small Chocolate-lily
	Asperula conferta	Common Woodruff
	Austrostipa nodosa	Knotty Spear-grass
	Austrostipa oligostachya	Fine-head Spear-grass

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Status	Scientific Name	Common Name
	Chrysocephalum apiculatum	Common Everlasting
	Convolvulus angustissimus subsp. *omnigracilis*	Slender Bindweed
	Crassula sieberiana s.s.	Sieber Crassula
	Deyeuxia quadriseta	Reed Bent-grass
	Dichelachne crinita	Long-hair Plume-grass
	Dichondra repens	Kidney-weed
	Drosera hookeri	Branched Sundew
	Eleocharis acuta	Common Spike-sedge
	Eleocharis pusilla	Small Spike-sedge
	Epilobium billardierianum subsp. *cinereum*	Grey Willow-herb
	Eryngium ovinum	Blue Devil
	Eryngium vesiculosum	Prickfoot
	Haloragis heterophylla	Varied Raspwort
	Hydrocotyle sibthorpioides	Shining Pennywort
	Juncus bufonius	Toad Rush
	Juncus flavidus	Gold Rush
	Juncus holoschoenus	Joint-leaf Rush
	Juncus homalocaulis	Wiry Rush
	Juncus subsecundus	Finger Rush
	Lachnagrostis filiformis s.s.	Common Blown-grass
	Leptorhynchos squamatus	Scaly Buttons
	Lobelia pratioides	Poison Lobelia
	Lomandra nana	Dwarf Mat-rush
	Lythrum hyssopifolia	Small Loosestrife
	Microlaena stipoides var. *stipoides*	Weeping Grass
	Microtis unifolia	Common Onion-orchid
	Montia australasica	White Purslane
	Myriophyllum simulans	Amphibious Water-milfoil
	Oxalis perennans	Grassland Wood-sorrel
	Plantago gaudichaudii	Narrow Plantain

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Status	Scientific Name	Common Name
	Poa labillardierei var. (Volcanic Plains)	Basalt Tussock-grass
	Poa sieberiana var. *hirtella*	Grey Tussock-grass
	Poa sieberiana var. *sieberiana*	Grey Tussock-grass
	Ranunculus inundatus	River Buttercup
	Rumex brownii	Slender Dock
	Rumex dumosus	Wiry Dock
	Rytidosperma caespitosum	Common Wallaby-grass
	Rytidosperma carphoides	Short Wallaby-grass
	Rytidosperma duttonianum	Brown-back Wallaby-grass
	Rytidosperma laeve	Smooth Wallaby-grass
	Schoenus apogon	Common Bog-sedge
	Thelymitra spp.	Sun Orchid
	Themeda triandra	Kangaroo Grass
	Triptilodiscus pygmaeus	Common Sunray
	Utricularia beaugleholei	Purple Bladderwort
	Villarsia reniformis	Running Marsh-flower
	Wahlenbergia gracilis	Sprawling Bluebell
	Wahlenbergia luteola	Bronze Bluebell
Introduced Species		
	Acetosella vulgaris	Sheep Sorrel
	Agrostis capillaris	Brown-top Bent
	Aira caryophyllea subsp. *caryophyllea*	Silvery Hair-grass
	Aira cupaniana	Quicksilver Grass
	Anthoxanthum odoratum	Sweet Vernal-grass
	Arctotheca calendula	Cape Weed
	Avena barbata	Bearded Oat
	Briza minor	Lesser Quaking-grass
	Bromus hordeaceus subsp. *hordeaceus*	Soft Brome
	Centaurium tenuiflorum	Slender Centaury
	Cicendia quadrangularis	Square Cicendia

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Status	Scientific Name	Common Name
	Cuscuta planiflora	Small-seed Alfalfa-dodder
	Cynosurus echinatus	Rough Dog's-tail
	Festuca arundinacea	Tall Fescue
	Holcus lanatus	Yorkshire Fog
	Hypochaeris radicata	Flatweed
	Isolepis levynsiana	Tiny Flat-sedge
	Juncus capitatus	Capitate Rush
	Juncus microcephalus	Tiny-headed Rush
	Leontodon taraxacoides subsp. *taraxacoides*	Hairy Hawkbit
	Lolium rigidum	Wimmera Rye-grass
	Lysimachia arvensis	Pimpernel
	Parentucellia latifolia	Red Bartsia
	Phalaris aquatica	Toowoomba Canary-grass
	Plantago coronopus	Buck's-horn Plantain
	Romulea rosea	Onion Grass
	Sonchus asper s.s.	Rough Sow-thistle
	Sonchus oleraceus	Common Sow-thistle
	Tragopogon porrifolius subsp. *porrifolius*	Salsify
	Trifolium angustifolium var. *angustifolium*	Narrow-leaf Clover
	Trifolium campestre var. *campestre*	Hop Clover
	Trifolium dubium	Suckling Clover
	Trifolium glomeratum	Cluster Clover
	Trifolium striatum	Knotted Clover
	Vulpia bromoides	Squirrel-tail Fescue

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Appendix 2: DEPI Net Gain Calculator Output

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Net Gain Calculator output for HZ 1

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Appendix 3: DEPI Owner Monitoring and Reporting Form

Landowner of offset site	
Location and address of offset site [1]	
Offset site number (if applicable)	
Offset plan reference number (if applicable)	
Responsible Authority	
Report #	
Signature	
Date	

Please attach a copy of Management Action Table from the Offset Plan with information on which actions have been completed for year/s of this reporting period.

Describe specific monitoring results from surveys undertaken, survival rates of revegetation works, fencing work, success of weed and pest animal control work, successful management tools (i.e. techniques used to control weed species, protection of new plants, monitoring techniques...) and any problems or issues experienced (i.e. new infestation of weed species, storm damage to fencing...).

Provide photographs showing evidence of works.

If any agreed management actions or commitments are incomplete or have not been undertaken in the times specified explain the reasons why and what program of action/s will be undertaken to implement the action. If no action is to be undertaken please explain the reason/s and how the targets specified will be met.

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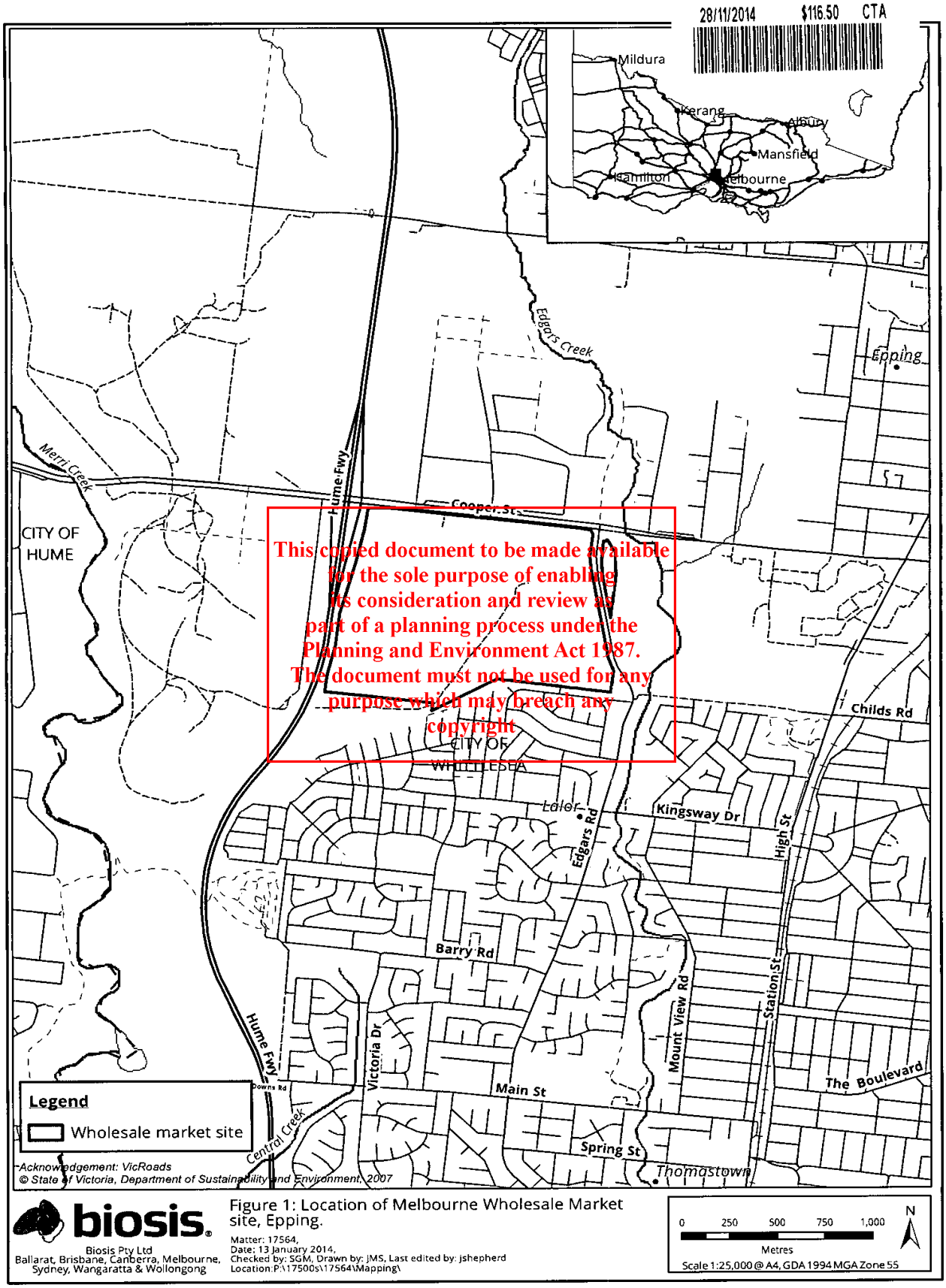

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Figure 1: Location of Melbourne Wholesale Market site, Epping.

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Date: 13 January 2014.
Checked by: SGM, Drawn by: JMS, Last edited by: jshepherd
Location:P:\17500s\17564\Mapping\

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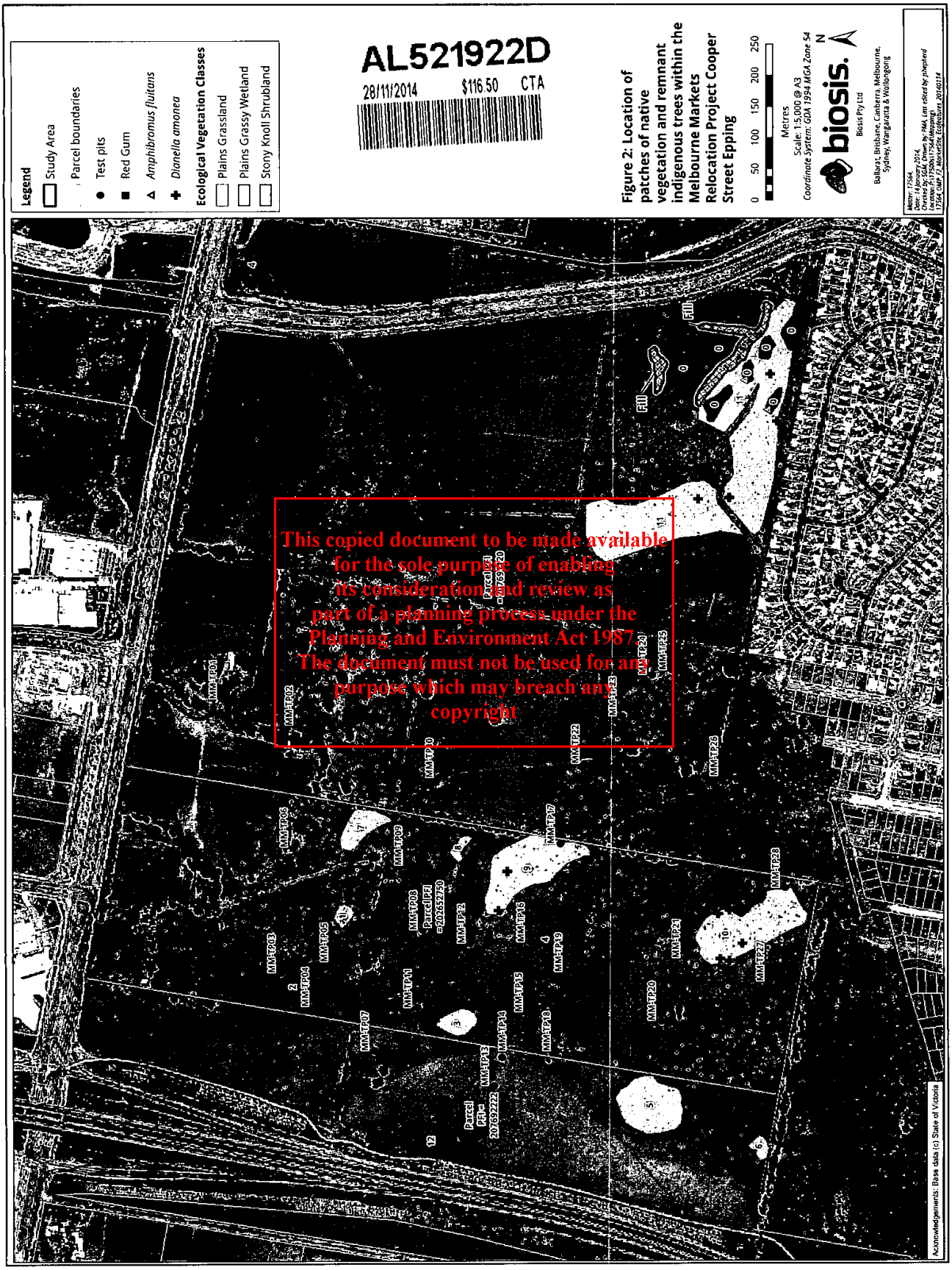

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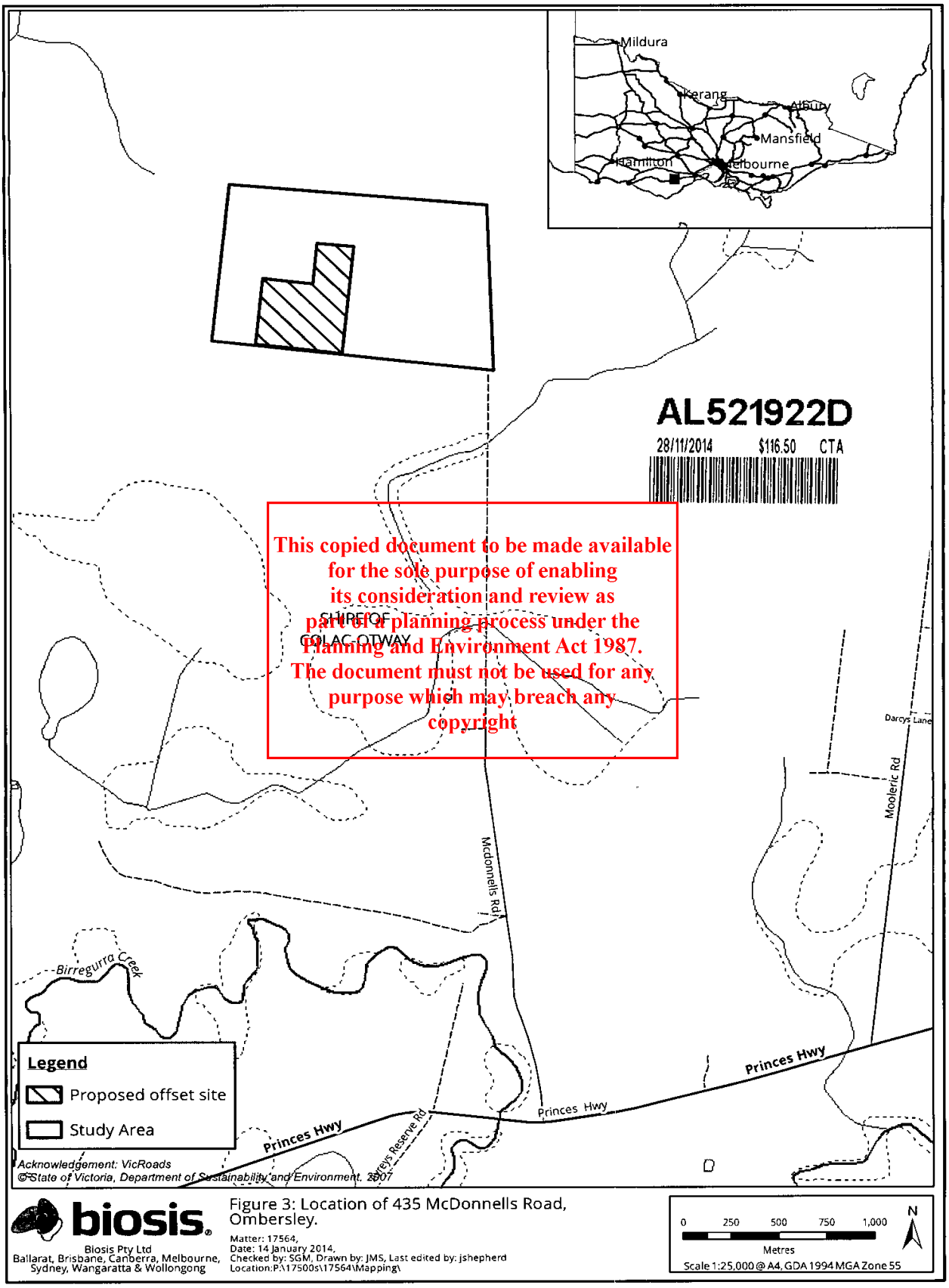

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biosis

Biosis Pty Ltd
Ballarat, Brisbane, Canberra, Melbourne, Sydney, Wangaratta & Wollongong

Figure 3: Location of 435 McDonnells Road, Ombersley.

Matter: 17564,
Date: 14 January 2014,
Checked by: SGM, Drawn by: JMS, Last edited by: jshepherd
Location:P:\17500s\17564\Mapping\

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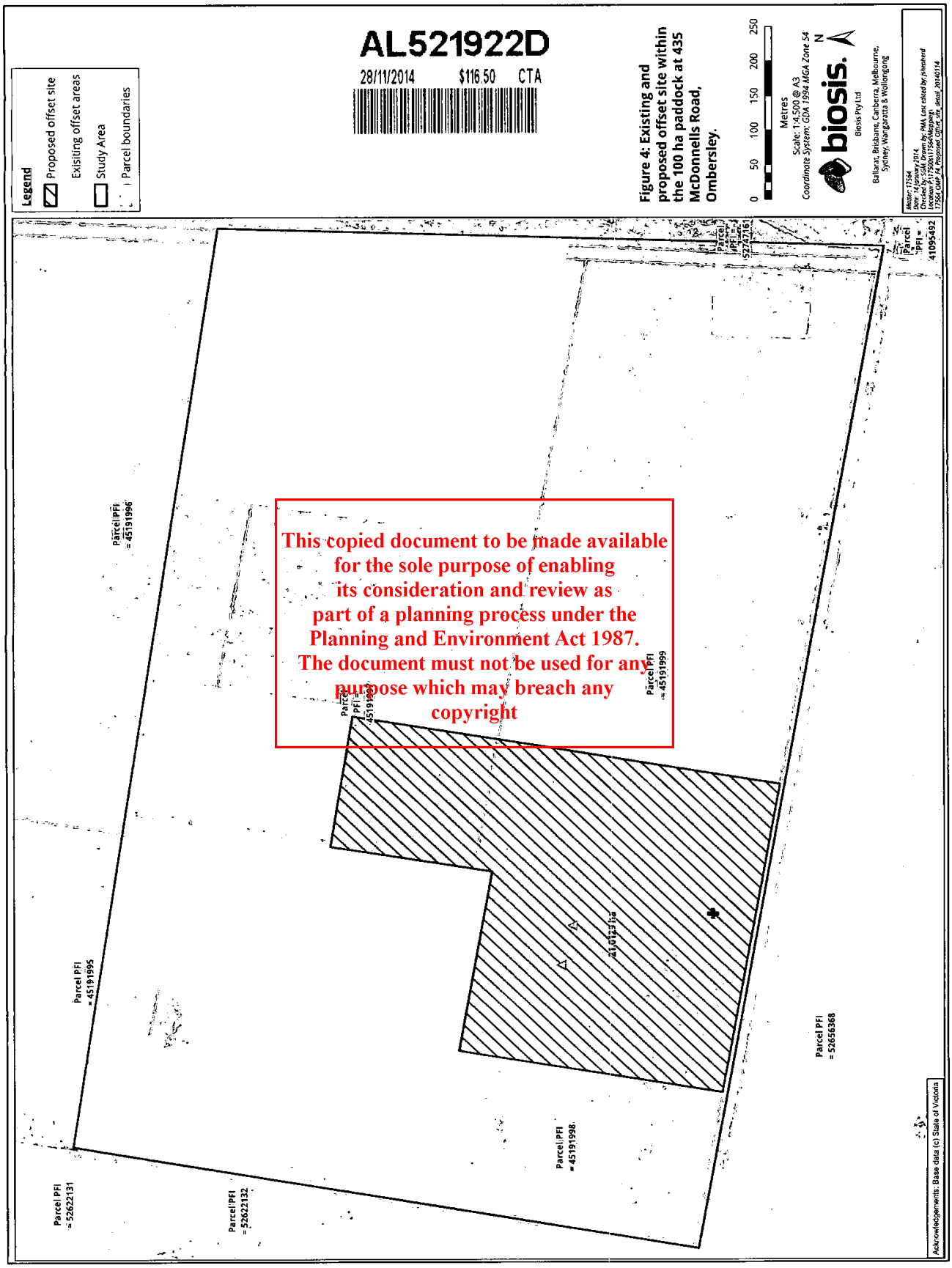

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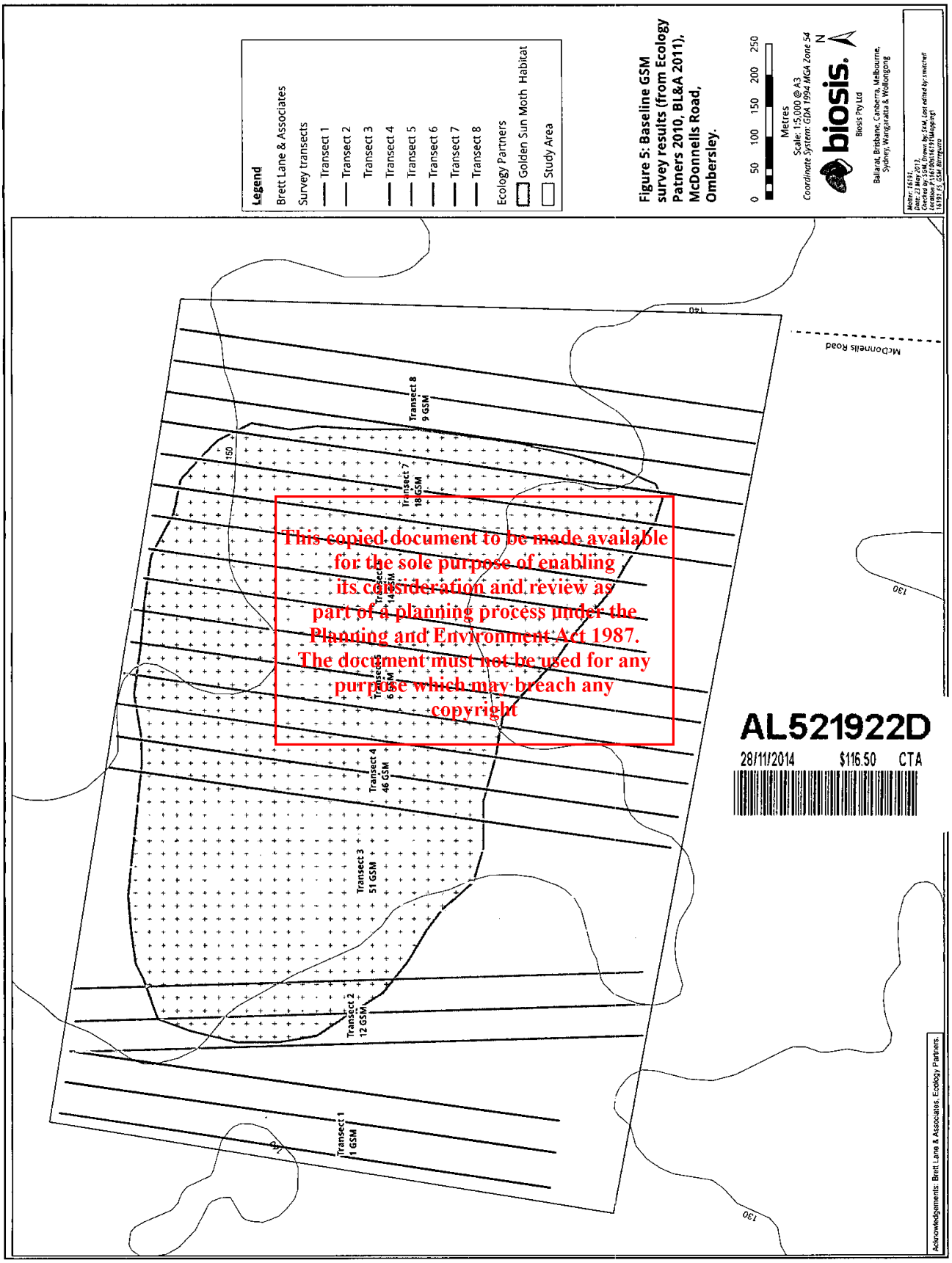

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SCHEDULE 4: COMPLIANCE AND PAYMENT CONDITIONS

1. The conditions in this Schedule 4 shall apply until the expiration of the Offset Management Plan.

2. Before the Trust will be obliged to make any payment to the Owner, the Owner must reasonably satisfy the Trust as to its compliance with the Covenant by:

   a. providing all reports as to the progress of implementing the Offset Management Plan, in accordance with the Covenant;

   b. responding to any other reasonable requests by the Trust for information relating to the Owner's compliance with the Covenant; and

   c. allowing the Trust and any person it nominates to enter the Land to carry out site inspections at any reasonable time upon provision of reasonable notice to the Owner.

3. If satisfied that the Owner has implemented the Offset Management Plan for a particular year and otherwise complied with this Covenant, the Trust must make payments in accordance with Schedule 5 to the Owner for the relevant year.

4. If, for any of the reasons described in clause 11.1.2 of the Covenant (acts out of the control of the Owner), native vegetation within Tier 1 is damaged or destroyed, or the completion of management actions required by the Offset Management Plan is delayed:

   a. the Owner must:

      i. immediately advise the Trust in writing, describing the extent of the affected area; and

      ii. to the extent that it is reasonably practicable, and to the reasonable satisfaction of the Trust:

         A. complete the outstanding management actions as soon as possible;

         B. make best endeavours to assist the regeneration of the affected area; and

         C. continue to manage the affected area for conservation purposes and consistently with the Covenant Objectives; and

   b. provided that the Owner has complied with clause 4.a of this Schedule 4, the Trust agrees that it will not withhold any payment for the relevant year.

5. Subject to clause 4 of this Schedule 4, if the Trust believes, acting reasonably, that the Owner has failed to comply with the Covenant, the Trust may withhold any payment to the Owner until the relevant requirement has been complied with to the Trust's reasonable satisfaction.

   a. Where a payment has been withheld, the Trust must provide the Owner with reasonable particulars describing what must be done before a payment will be made.

   b. If 30 days have passed since the Trust provided reasonable particulars, and the Owner continues to fail to comply with the Covenant, the Trust or its agents may enter the

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Land to undertake the necessary conservation work, or undertake other actions off the Land with a view to rectifying the breach.

c. The Trust may recover the costs incurred pursuant to sub-clause 5.b of this Schedule 4 (which costs may include staff wages and disbursements) by either, at its sole option,

   i. providing an account of costs to the Owner, which must be paid by the Owner immediately upon receipt, or

   ii. deducting the costs from the amount(s) payable to the Owner pursuant to Schedule 5.

d. The costs incurred pursuant to sub-clause 5.b of this Schedule 4 shall be capable of being recovered by the Trust in any court or competent jurisdiction as a civil debt recovered summarily.

e. If the Owner fails to comply with the Covenant for two years in succession, moneys held by the Trust may be forfeited and the Trust shall be entitled to deal with those moneys for the purposes of funding a substitute offset, through the purchase of Biodiversity Credits or other conservation works.

f. The Trust's rights in this clause 5 of this Schedule 4 are granted in addition to any rights of remedy provided in the operative provisions of the Covenant.

6. Any money held by the Trust for the purpose of making payments to the Owner will be deposited in an interest bearing account. The Trust will pay the Owner interest earned on the moneys, less any costs.

7. The parties consent to the Trust issuing a Recipient Created Tax Invoice (as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth)) in relation to any supply made in connection with the Covenant, where the Trust is willing to do so, but acknowledge that the Trust shall not be obliged to issue a Recipient Created Tax Invoice.

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SCHEDULE 5: PAYMENT SCHEDULE TO THE OWNER

Date	Payment to Owner by the Trust
Initial payment on registration of the Covenant (Initial Payment)	$200,463
At the first anniversary of registration	$167,052
At the second anniversary of registration	$55,684
At the third anniversary of registration	$55,684
At the fourth anniversary of registration	$55,684
At the fifth anniversary of registration	$55,684
At the sixth anniversary of registration	$55,684
At the seventh anniversary of registration	$55,684
At the eighth anniversary of registration	$55,684
At the ninth anniversary of registration	$111,368
At the tenth anniversary of registration	$222,738

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Department of Transport, Planning and Local Infrastructure

Folio Report

Produced: 1/12/2014 12:57:15 PM

VOLUME 08866 FOLIO 517

LAND DESCRIPTION

Lots 1,2,3,4,5,6,7,8 and 9 on Title Plan 845466A.
PARENT TITLE Volume 06810 Folio 982
Created by instrument D900406 01/12/1970

REGISTERED PROPRIETOR

Estate Fee Simple
As to 3 of a total of 4 equal undivided shares
Sole Proprietor
BLEAK HOUSE PTY LTD of 194 HIGH STREET BELMONT VIC 3216
AK730751W 21/11/2013

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT as to part Section 88 Victorian Conservation Trust Act 1972
AL032054E 17/04/2014

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

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DIAGRAM LOCATION

SEE TP845466A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AL521922D	COVENANT	Unregistered	28/11/2014

----------END OF FOLIO REPORT----------

Additional information: (not part of the Folio Report)

OTHER TITLES WITH INTERESTS AFFECTING THE FEE SIMPLE IN THIS LAND
8600/564

DOCUMENT END

AL521922D
28/11/2014 $116.50 CTA

LAND VICTORIA, 570 Bourke Street Melbourne Victoria 3000
GPO Box 527 Melbourne VIC 3001, DX 250639
Telephone: (03) 8636 2010 Facsimile: 8636 2999
ABN 17 441 396 042

State Government Victoria

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Department of Transport, Planning and Local Infrastructure

Folio Report

Produced: 1/12/2014 12:57:45 PM

VOLUME 08600 FOLIO 564

LAND DESCRIPTION

Lots 1,2,3,4,5,6,7,8 and 9 on Title Plan 845466A.
PARENT TITLE Volume 06810 Folio 982
Created by instrument B737622 29/08/1963

REGISTERED PROPRIETOR

Estate Fee Simple
As to 1 of a total of 4 equal undivided shares
Sole Proprietor
BLEAK HOUSE PTY LTD of 194 HIGH STREET BELMONT VIC 3216
AK730751W 21/11/2013

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT as to part Section 3A Victorian Conservation Trust Act 1972
AL032054E 17/04/2014

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP845466A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AL521922D	COVENANT	Unregistered	28/11/2014

----------END OF FOLIO REPORT----------

Additional information: (not part of the Folio Report)

OTHER TITLES WITH INTERESTS AFFECTING THE FEE SIMPLE IN THIS LAND
8866/517

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State Government Victoria

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Application for recording of an agreement under
Section 72 Conservation
Forests & Lands Act 1987

Lodged by Department of Environment, Land, Water and Planning

Name: Angela Robb
Phone: (03) 9637 8434
Address: Level 2, 8 Nicholson Street, East Melbourne
Customer Code: 14354H

The Secretary to the Department of Environment, Land, Water and Planning applies for a recording of an agreement made under Section 69 of the Conservation Forests & Lands Act 1987 in relation to the land.

Land: - Being part of the land at Lot 9 on Plan of Subdivision TP845466, Parish of Turkeeth, and being part of the land in Volume 8600, Folio 564, and being part of the land at Lot 9 on Plan of Subdivision TP 845466, Parish of Turkeeth, and being part of the land in Volume 8866, Folio 517, and being the land hatched on the plan in the First Schedule to the Agreement.

Name of party to agreement: - Bleak House Pty Ltd of 4970 Princes Highway, Birregurra, Victoria.

Date of Agreement: 5th July 2018

The Agreement is expressed to be binding on the land owners successors in title.

Date: 10 July 2018

Signature: Angela Robb
Signed by Angela Robb, Senior Project Officer, Native Vegetation Regulation, on behalf of the Secretary to the Department of Environment Land Water and Planning.

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LANDOWNER AGREEMENT

BB-3044/LA01

BETWEEN

THE SECRETARY TO THE DEPARTMENT OF

ENVIRONMENT, LAND, WATER AND PLANNING
(***Secretary***)

- and -

Bleak House Pty Ltd
(***Landowner***)

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INTRODUCTION 1
1 DEFINITIONS 2
2 INTERPRETATION 4
3 COMMENCEMENT OF THIS AGREEMENT 5
4 LANDOWNER'S SUCCESSORS TO BE BOUND 5
5 OBLIGATIONS OF THE LANDOWNER 5
6 EXCEPTIONS TO OBLIGATIONS OF THE LANDOWNER 8
7 MANAGEMENT NOTICES 9
8 COMPLIANCE WITH LAWS 9
9 REPORTING 9
10 NATIVE VEGETATION CREDITS 9
11 INDEMNITY 10
12 OBLIGATIONS OF THE SECRETARY 10
13 TRANSFER OF LAND 11
14 MONITORING AND INVESTIGATION 12
15 DEFAULT 12
16 COLLECTION, USE AND DISCLOSURE OF INFORMATION 13
17 TERMINATION 13
18 GENERAL 13
19 GST 14
FIRST SCHEDULE **AGREEMENT DETAILS** 16
SECOND SCHEDULE **MANAGEMENT PLAN** 18
THIRD SCHEDULE **SECRETARY'S COMMITMENT** 32
FOURTH SCHEDULE **LANDOWNER COLLECTION STATEMENT** 33

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Landowner Agreement

This Agreement is made on the 5th day of July 2018 between the Landowner specified in the First Schedule and the Secretary to the Department of Environment, Land, Water and Planning of the State of Victoria in respect of the Subject Land.

INTRODUCTION

1 Native vegetation is described in Clause 72 of the Victoria Planning Provisions as *plants that are indigenous to Victoria, including trees, shrubs, herbs and grasses.*

2 Offsets for Native Vegetation removal may be required in order to comply with regulatory requirements, permits or approvals in Victoria, including the requirements of Victorian planning schemes and the *Planning & Environment Act 1987* (Vic). Permits issued under clause 52.16 or 52.17 of a Planning Scheme may require Offsets of the appropriate quantity (amount of gain) and attributes to be provided for Native Vegetation removal.

3 The Credit Register, maintained by the Department, records the ownership, trading and use of Native Vegetation Credits in Victoria. The Credit Register sets minimum standards for the establishment of credit sites and undertakes quality assurance to provide certainty that all Native Vegetation Credits meet minimum requirements for site eligibility, permanence and additionality, and are suitable as Offsets.

4 The Credit Register has developed a series of standard agreements to provide a consistent contractual framework for parties to establish and trade Native Vegetation Credits. These agreements include this Agreement; a Site Assessor Agreement between the Secretary and a Site Assessor; a Credit Trade Agreement between a Credit Owner (typically the Landowner) and a purchaser (with or without a Broker); a Broker Agreement between the Secretary and a Broker confirming a Broker's ability to act in a brokering capacity; and a Credit Owner Agreement between a Credit Owner and a Broker.

5 This Agreement is made pursuant to Part 8 of the *Conservation, Forests and Lands Act 1987* (Vic). The Secretary and the Landowner have agreed to enter into this Agreement in order to protect and improve the extent and quality of Native Vegetation on the Site on an ongoing basis. This Agreement provides for a ten year Site Management Plan designed to improve the condition of the Site and to protect the Site in perpetuity.

6 The Landowner agrees to manage the Site in accordance with the Site Management Plan and to permit the Secretary to have access to the Subject Land for the purposes of evaluating the Site Management Plan and the Landowner's management of the Site.

7 The Landowner acknowledges that the purpose of this Agreement is to achieve the Management Commitments in order to improve the condition of Native Vegetation on the Site on an ongoing basis, and, in particular, to:

(a) conserve and enhance wildlife habitat on the Site;

(b) enhance the ecological significance of the Native Vegetation on the Site;

(c) improve the bushland and trees on the Site; and

(d) protect natural features on the site including rock formations, watercourses, lakes, ponds, marshes and other bodies of water on the Site.

8 The Landowner also acknowledges that this Agreement can be used to secure the right to trade Native Vegetation Credits via the Credit Register. The Landowner and the Secretary may execute other agreements which allow Native Vegetation Credits created by this Agreement (which remain unsold) to be sold to other persons via the Credit Register.

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IT IS AGREED:

1 DEFINITIONS

Allocated in relation to a Native Vegetation Credit means that the Native Vegetation Credit has been attributed to a particular offset condition in order to satisfy requirements under a regulatory permit, approval, consent or authorisation for a philanthropic purpose, after which it cannot be sold or used for another purpose.

Agreed Price means the amount payable by a person who purchases Native Vegetation Credits under a Credit Trade Agreement.

Agreement means this Landowner Agreement and includes the schedules and any annexure to it or documents incorporated by reference.

Annual Report means a report provided to the Secretary within one year of the date of execution of this Agreement and prior to each anniversary of that date for each year thereafter for a period of ten years, in accordance with clause 9.

Annual Payment Date means the anniversary of the date of commencement on which the annual payment is due, continuing for the first 10 years of this agreement.

Available Gain means the estimated gain from security and management in the extent or condition of Native Vegetation on the Site as assessed by or on behalf of the Secretary in accordance with Department's Gain Scoring Manual and as recorded on the Credit Register as Credits.

Biodiversity Assessment Guidelines means the *Permitted clearing of Native Vegetation - Biodiversity assessment guidelines* dated September 2013

Business Day means a day which is not a Saturday, Sunday or a public holiday (being a public holiday appointed as such under the Public Holidays Act 1993 (Vic)) in Victoria.

Commencement Date means the date of commencement of this Agreement specified in the First Schedule.

Commonwealth Privacy Act means the *Privacy Act 1998* (Cth), including the Australian Privacy Principles under that Act.

Credit Owner means the legal entity recorded as the owner of the specified Native Vegetation Credits on the Credit Register.

Credit Owner Agreement means the agreement executed by the Credit Owner and a person who has agreed to act as a broker under a broker agreement with the Department.

Credit Register means the Native Vegetation Credit Register, administered by the Registrar under the direction of the Secretary and any successor to it, which records all Native Vegetation Credits, ownership details of Native Vegetation Credits and whether they are allocated or unallocated.

Credit Trade Agreement means the agreement between the Landowner and a purchaser or the Landowner, a purchaser and a broker, which allows Native Vegetation Credits created pursuant to this Agreement to be sold via the Credit Register.

Department means the Department of Environment, Land, Water and Planning or its successor.

Department Trust Account means the bank account in which the Secretary holds funds from the sale of Native Vegetation Credits by the Landowner. The funds are held in trust for payments to the Landowner in accordance with this Agreement.

Department Website means the Native Vegetation Credit Register section of the website of the Department.

Domestic or Feral Animal means any animal that is not native fauna or livestock.

Establishment of a Weed means the stage of the weed's development at which it is able to reproduce.

EVC means an Ecological Vegetation Class as defined in the Guidelines.

First Trade means the first Credit Trade Agreement executed by the Landowner and a purchaser in respect of any Native Vegetation Credits created pursuant to this Agreement.

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Gain Scoring Manual means the *Native Vegetation Gain Scoring Manual Version 2* dated December 2017, as varied from time to time, a copy of which is available from the website administered on behalf of the Secretary, which at commencement is <(www.delwp.vic.gov.au)>.

Guidelines means the *Guidelines for the removal, destruction or lopping of native vegetation* dated December 2017, as varied from time to time, a copy of which is available from the website administered on behalf of the Secretary, which at Commencement is <(www.delwp.vic.gov.au)>.

Habitat Zone means a habitat zone described in the Second Schedule.

Information means information, including Personal Information, relating to Landowners (or their directors and employees) which the State or the Department receives or has access to under this Agreement.

Initial Payment means the amount set out in Part A of the Third Schedule.

Landowner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession.

Landowner Collection Statement means the statement set out in the Fourth Schedule.

Landowner Agreement Fee means the amount payable to DELWP in accordance with clause 5.1 and set out in the First Schedule.

Management Action means the works and other requirements to be carried out by the Landowner as specified in the Site Management Plan under the Second Schedule.

Management Commitment means the outcomes for the improved quality and extent of Native Vegetation on the Site to be achieved by the Landowner carrying out the Management Actions.

Management Notice means a notice issued under clause 7 of this Agreement.

Minister has the same meaning as in the *Conservation, Forests and Lands Act 1987* (Vic).

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Native Vegetation has the same meaning as in the Guidelines.

Native Vegetation Credit means a Unit listed on the Credit Register which may be unallocated and therefore available for sale, or allocated as an Offset, subject to the Rules.

New Recruit has the same meaning as in the NV Framework.

NV Framework means the *Native Vegetation Management - A Framework for Action* dated August 2002.

Offset has the same meaning as in the Guidelines or the NV Framework, as appropriate.

Parties means the Landowner and the Secretary.

Periodic Report means an additional report requested by the Secretary from time to time which relates to a specified period for the purpose of demonstrating compliance with the Agreement, including the Site Management Plan.

Personal Information means any information which is 'personal information' under the *Victorian Privacy Act 2000* or the *Commonwealth Privacy Act 1988*.

Planning Scheme means a planning scheme made under the *Planning and Environment Act 1987* (Vic) which applies to the Subject Land from time to time.

Regionally Prohibited Weed or **Regionally Controlled Weed** have the same meaning as in the *Catchment and Land Protection Act 1994* (Vic).

Revegetation means any Native Vegetation established within the Site in accordance with the Second Schedule.

Rules means the Credit Register business rules, as amended from time to time and available from the Department at nativevegetation.creditregister@delwp.vic.gov.au.

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Second and Subsequent Trade means the sale of Native Vegetation Credits created pursuant to this Agreement by the Landowner under a Credit Trade Agreement that is executed with a purchase at a time after the First Trade.

Secretary has the same meaning as in the *Conservation, Forests and Lands Act 1987* (Vic), and, where the context requires, includes the Secretary's officers, employees, agents, contractors, invitees and licensees.

Site means that part of the Subject Land upon which the Site Management Plan is to be carried out as specified in the First Schedule.

Site Assessor means a person contracted by the Department to assess the Site for Available Gain and to assist with the development, review or update of the Site Management Plan pursuant to a Native Vegetation Credit Register Site Assessor Agreement.

Site Management Plan means the plan detailing the Management Actions to be carried out for a period of ten years and ongoing as specified in the Second Schedule and according to the timeframes specified for the purposes of achieving the Management Commitments.

Specific Biodiversity Equivalence Unit has the same meaning as set out in the Guidelines.

State means the Crown in right of the State of Victoria.

Subject Land means all those parcels of land containing the Site as identified in the First Schedule.

Supplementary Planting means any Native Vegetation (overstorey and/or understorey plants) established within a remnant patch Habitat Zone in accordance with the Second Schedule.

Transferee means a person to whom title to the Subject Land is transferred by the Landowner upon a change of ownership, as recorded on a certificate of title for the Subject Land.

Unit means a Habitat Hectare, Medium Old Tree, Large Old Tree, Very Large Old Tree, New Recruit, General Biodiversity Equivalence Unit (also GBEU), Specific Biodiversity Equivalence Unit (also SBEU), General Habitat Unit (GHU) or Species Habitat Unit (SHU) as defined in the NV Framework, the Biodiversity Assessment Guidelines (2013), or the Guidelines (2017) and as amended from time to time.

Victorian Privacy Act means the *Privacy and Data Protection Act 2014* (Vic), including the Information Privacy Principles under that Act.

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2 INTERPRETATION

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes a reference to each other gender;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 if a party consists of more than one person this Agreement binds them jointly and each of them severally;

2.5 a term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Guidelines, or the NV Framework, it has the meaning as in the Guidelines, the *Conservation, Forests and Lands Act 1987*, or the NV Framework, as appropriate;

2.6 a reference to an Act, Regulation or a Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme;

2.7 the Introduction to this Agreement forms part of this Agreement;

2.8 in this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as their definition in that Act. Except as otherwise provided in this Agreement, all consideration payable under this Agreement in relation to any supply is exclusive of GST;

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2.9 a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form but excludes a communication by electronic mail;

2.10 a reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;

2.11 a *month* means a calendar month;

2.12 a reference to *dollars* or *$* is to Australian currency; and

2.13 a Site Management Plan may expressly provide for the Landowner to carry out any activity that would otherwise contravene clauses 5.8, 5.9, 5.10, 5.19 and 5.21.

3 COMMENCEMENT OF THIS AGREEMENT

This Agreement commences on the Commencement Date.

4 LANDOWNER'S SUCCESSORS TO BE BOUND

The Landowner agrees that this Agreement binds the Landowner and the Landowner's successors in title, and that section 72 of the *Conservation, Forests and Lands Act 1987* (Vic) as amended from time to time applies in perpetuity.

5 OBLIGATIONS OF THE LANDOWNER

Landowner Agreement

5.1 The Landowner agrees to pay the Landowner Agreement Fee set out in the First Schedule to the Secretary within 12 months of the Commencement Date.

5.2 The Landowner agrees to comply with the terms of this Agreement and the Site Management Plan, which forms part of this Agreement.

5.3 The Landowner acknowledges and agrees that it has had the opportunity to obtain independent legal advice in respect of entering this Agreement.

Management of the Site

In relation to the Site, the Landowner covenants and agrees:

5.4 to complete the Management Actions for the purpose of achieving the Management Commitments, to the standards required by the Site Management Plan and to the satisfaction of the Secretary, regardless of whether all Native Vegetation Credits have been sold to other people. Where the Landowner has completed the Management Actions specified in the Site Management Plan to the satisfaction of the Secretary, but a Management Commitment is not achieved for reasons out of the control of the Landowner, the Secretary will not withhold any payment to the Landowner;

5.5 to allow the Secretary and the Secretary's officers, employees, agents, contractors, invitees and licensees access to, and entry onto the Site in accordance with this Agreement or the *Conservation Forests and Land Act 1987*; and

5.6 to undertake the works required to implement the Site Management Plan in compliance with all relevant laws, regulations and statutes, including subordinate instruments and authorisation.

Protection of Native Vegetation

5.7 The Landowner must:

5.7.1 not cause or consent to the removal, destruction, lopping or any other interference with any Native Vegetation on the Site;

5.7.2 take all reasonable steps to ensure that no Native Vegetation on the Site is removed, destroyed, lopped or otherwise interfered with; and

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AR277925C
24/07/2018 $96.10 CFL

5.7.3 subject to clause 6.4, not apply for, or consent to an application for, a permit under the *Planning and Environment Act 1987* (Vic) to remove, destroy or lop Native Vegetation on the Site.

Protection of other habitat

5.8 Subject to clauses 2.13 and 6.4, the Landowner must:

5.8.1 not cause or consent to the removal or interference with any rocks or fallen vegetation on the Site; and

5.8.2 take all reasonable steps to ensure that no rock or fallen vegetation on the Site is removed or interfered with.

Exclusion of livestock

5.9 Subject to clauses 2.13 and 6.4, and except as provided for in any Management Notice under clause 7, the Landowner must:

5.9.1 not cause or consent to the introduction of any livestock on the Site; and

5.9.2 take all reasonable steps to ensure that no livestock enter or remain on the Site.

Introduction of animals other than livestock

5.10 Subject to clauses 2.13, 5.11 and 6.4, the Landowner must:

5.10.1 not bring, or consent to the bringing of, any Domestic Animal onto the Site; and

5.10.2 take all reasonable steps to exclude any Domestic Animal that enters onto the Site.

5.11 The Landowner may bring domestic dogs on to the Site provided that any dogs so brought are under the immediate control of the Landowner or another person authorised by the Landowner at all times.

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Installation or upgrade of fencing

5.12 This clause applies if the Site is adjacent to any land from which any stock or person (whether or not the person is in a vehicle):

5.12.1 has ready access to the Site;

5.12.2 is reasonably likely to have ready access to the Site; or

5.12.3 becomes reasonably likely to have ready access to the Site.

5.13 If clause 5.12 applies, the Landowner must, subject to clause 6.4, ensure that there is adequate fencing and gates between the land and the Site so as to protect the Site from being readily accessible by stock or persons.

5.14 Subject to clause 6.4, any works required under clause 5.13 must be carried out:

5.14.1 in the case of a site to which clauses 5.12.1 or 5.12.2 apply at the Commencement of this Agreement, within three months of the Commencement Date of this Agreement or at any earlier time specified in the Site Management Plan; or

5.14.2 in any other case, within three months of any change in circumstance that creates a reasonable likelihood of any stock or person having ready access to the Site for the purposes of clause 5.12.3, or at any earlier time specified by the Secretary by written notice to the Landowner.

Maintenance of fencing

5.15 Subject to clause 6.4, the Landowner must maintain any fencing required by clause 5.10.2 or clause 5.13 in good repair and condition at all times.

Statutory pest management obligations

5.16 From the Commencement Date of this Agreement and on an ongoing basis, the Landowner must, in relation to the Site, ensure compliance with:

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AR277925C
24/07/2018 $96.10 CFL

5.16.1 the requirement to prevent the growth and spread of Regionally Controlled Weeds under section 20(1)(e) of *the Catchment and Land Protection Act 1994* (Vic);

5.16.2 the requirement to prevent the spread of, and as far as possible, eliminate established pest animals under section 20(1)(f) of the *Catchment and Land Protection Act 1994* (Vic); and

5.16.3 the requirement to eradicate Regionally Prohibited Weeds under section 20(1)(d) of the *Catchment and Land Protection Act 1994* (Vic).

Weeds identified in Site Management Plan

5.17 The Landowner must, to the extent specified in the Site Management Plan, eradicate or prevent the growth and spread of any Weed or other plant as specified in the Site Management Plan.

Application of fertiliser

5.18 The Landowner must:

5.18.1 not apply any fertiliser to any part of the Site;

5.18.2 not consent to the application of any fertiliser to any part of the Site; and

5.18.3 take all reasonable steps to ensure that fertiliser is not applied to any part of the Site.

Buildings and structures

5.19 Subject to clauses 2.13, 6.4 and 5.20, the Landowner must:

5.19.1 not erect or place any building or structure on the Site; and

5.19.2 take all reasonable steps to ensure that no building or structure is placed on the Site by any other person.

5.20 The Landowner may erect temporary structures on the Site as part of any grazing of livestock authorised under the Site Management Plan, consent under clause 6.4 or Management Notice under clause 7.

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Alterations to the natural state of water bodies

5.21 Subject to clauses 2.13 and 6.4, the Landowner must not cause or consent to, and must take all reasonable steps to avoid any occurrence of, any act which alters the natural state of, or the flow, supply, quantity or quality of, any body of water on to or from the Site.

Rubbish and other materials

5.22 The Landowner must not cause or consent to, and must take all reasonable steps to avoid, the dumping of any rubbish or the storage of any materials on the Site.

Further restrictions on using the land

5.23 Subject to clause 6.4, the Landowner must not cause or consent to any of the following, and must take all reasonable steps to ensure that the following do not occur on the Site:

5.23.1 the removal, introduction or disturbance of any soil, rocks or other minerals or the construction of dams or modification of existing dams;

5.23.2 subdivision;

5.23.3 the operation of any trade, industry or business;

5.23.4 the recreational use of trail bikes or four wheel drive vehicles;

5.23.5 the carrying out of any works on the Site other than those required by this Agreement or by law; and

5.23.6 the carrying out of any other activities not consistent with the purposes of this Agreement.

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AR277925C
24/07/2018 $96.10 CFL

Extractive industry and utility installations

5.24 The Landowner must not permit, unless required by law:

5.24.1 the issue of any licence or approval for exploration, mining, extraction or production of gas, petroleum, minerals or other substances on the Site; or

5.24.2 the installation of any transmission lines or other services or works on the Site.

5.25 The Landowner must bring this Agreement to the attention of any person who notifies the Landowner that they have applied for or will be applying for a licence, approval or proposal to take an action of the kind described in clauses 5.24.1 and 5.24.2, and to any other person or body whose approval is required to take that action.

5.26 The landowner must notify the Secretary of any notification of an application for a licence, approval or proposal to take an action of the kind described in clauses 5.24.1 and 5.24.2.

6 EXCEPTIONS TO OBLIGATIONS OF THE LANDOWNER

The Landowner may be exempted from compliance with the obligations under clause 5 to the extent set out in this clause.

General exceptions

6.1 The Landowner may remove, destroy or lop any Native Vegetation on the Site to the minimum extent that any such removal, destruction or lopping is necessary:

6.1.1 to keep vegetation clear of an electric line, provided that the removal, destruction or lopping is carried out in accordance with a code of practice prepared under Part 8 of the *Electricity Safety Act 1998* (Vic);

6.1.2 to remove vegetation from an electricity supply easement in accordance with any code of practice prepared in accordance with Part 8 of the *Electricity Safety Act 1998* (Vic) in order to minimise the risk of bushfire ignition in the proximity of electric lines;

6.1.3 to mitigate an immediate risk of personal injury or damage to property;

6.1.4 as part of measures for the suppression of fire in emergency circumstances;

6.1.5 to comply with a fire prevention notice issued under:

(i) section 41 of the *Country Fire Authority Act 1958* (Vic); or

(ii) section 87 of the *Metropolitan Fire Brigades Act 1958* (Vic); and

6.1.6 to comply with a direction given under section 65 of the *Forests Act 1958* (Vic).

6.2 The Landowner must provide the Secretary with a written notice at least 7 days before removing, destroying or lopping any Native Vegetation under clauses 6.1.1 or 6.1.2.

6.3 The reference in clause 6.1.4 to measures for the suppression of fire in emergency circumstances does not include fire prevention works outside of emergency circumstances, such as planned burning or the construction of fire breaks.

Exceptions granted by the Secretary

6.4 Upon application by the Landowner, the Secretary may, in the Secretary's sole discretion, exempt a Landowner from compliance with any of the following provisions of this Agreement:

6.4.1 clause 5.7.3;

6.4.2 clause 5.8;

6.4.3 clause 5.9;

6.4.4 clause 5.10;

6.4.5 clause 5.11;

6.4.6 clause 5.12;

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6.4.7 clause 5.19;

6.4.8 clause 5.21;

6.4.9 clause 5.23; and

6.4.10 clause 5.24.

6.5 An exception granted under this clause may be conditional and applies only to the circumstances described in the exception.

7 MANAGEMENT NOTICES

7.1 Without prejudice to its rights under the *Conservation, Forests and Lands Act 1987* (Vic), the Secretary may from time to time issue in writing a Management Notice to the Landowner requiring the Landowner to carry out specified works or activities on the Site to secure compliance with this Agreement within a timeframe specified in the Management Notice.

7.2 The Landowner must at his or her own expense comply with, and carry out the requirements specified in, any Management Notice issued under clause 7.1.

7.3 A Management Notice under clause 7.1 may be issued:

7.3.1 in response to one or more statements contained in an Annual Report or a Periodic Report submitted by the Landowner under clause 9;

7.3.2 following an inspection of the Site which identifies a need to carry out works or activities to secure compliance with this Agreement; or

7.3.3 upon request by the Landowner.

7.4 Where a Management Notice has been issued under clause 7.3.1 or 7.3.2, the Secretary may withhold any payments and prevent the sale or allocation of any Native Vegetation Credits listed on the Credit Register under this Agreement until the Landowner has complied with the Management Notice.

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8 COMPLIANCE WITH LAWS

The Landowner must comply with all laws and the lawful requirements of any public authority in the carrying out of this Agreement.

9 REPORTING

9.1 The Landowner covenants and agrees to submit an Annual Report to the Secretary, which sets out, among other matters:

9.1.1 progress under and compliance with the Agreement for the period since the previous Annual Report; and

9.1.2 progress under, completed actions and compliance with the Site Management Plan for the period since the previous Annual Report.

9.2 The Secretary may require the Landowner to prepare a Periodic Report after the period during which Annual Reports are required under clause 9.1 if:

9.2.1 no part of the period specified by the Secretary for a Periodic Report falls within the 10 year period during which Annual Reports are required in accordance with clause 9.1; and

9.2.2 the Secretary has not requested a Periodic Report from the Landowner more than twice in a ten year period before the date on which the Secretary requires a Periodic Report under this clause 9.2.

10 NATIVE VEGETATION CREDITS

10.1 In relation to any Native Vegetation Credit established, created, issued or otherwise recorded pursuant to this Agreement, the Landowner covenants and agrees that:

10.1.1 the value of any Native Vegetation Credit depends on market conditions;

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AR277925C
24/07/2018 $96.10 CFL

10.1.2 the Secretary makes no promises in relation to the likely market value of a Native Vegetation Credit or that any offer will be made to purchase a Native Vegetation Credit; and

10.1.3 once the Credit Register is amended to record that a Native Vegetation Credit has been traded to another person the Landowner cannot lay any further claim to the value of the Native Vegetation Credit.

11 INDEMNITY

11.1 The Landowner hereby indemnifies the Secretary and agrees to keep the Secretary indemnified from and against all claims, demands, loss or damage which the Secretary may suffer or sustain in respect of:

11.1.1 the death or injury to any person or loss of or damage to property which is attributable to or is the result or consequence of the Secretary's access to the Subject Land or any part of the Subject Land for the purposes of this Agreement or the works and activities for which the Secretary is responsible under the Site Management Plan except to the extent that any such loss or damage is caused by or is attributable to any negligent act or omission of the Secretary; or

11.1.2 any costs incurred by the Secretary in obtaining any remedy against the Landowner in respect of any contravention of this Agreement or the *Conservation Forests and Land Act 1987* (Vic).

11.2 The Landowner hereby acknowledges and agrees that:

11.2.1 the Secretary is not and will not at any time be construed as the employer or principal of the Landowner or any employees that the Landowner might have, for the purposes of any relevant legislation; and

11.2.2 the Landowner is solely responsible and liable for making any payments in respect of superannuation, payroll or any other tax, WorkCover levy or any similar payments in relation to any employees that the Landowner might have.

12 OBLIGATIONS OF THE SECRETARY

12.1 Upon commencement of this Agreement, the Secretary will record the value of the Available Gain as one or more Native Vegetation Credits on the Credit Register and assign that Native Vegetation Credit in favour of the Landowner.

12.2 The Secretary will maintain the Credit Register as an accurate record of all Native Vegetation Credits issued pursuant to this Agreement which shall be available to be searched by any person who may wish to purchase a Native Vegetation Credit.

12.3 The Secretary will record the sale of Native Vegetation Credits by the Landowner to another person in accordance with a Credit Trade Agreement and the rules of the Credit Register.

12.4 The Secretary will make payments into the Landowner's nominated bank account in accordance with clauses 12.7 and 12.11.

12.5 Notwithstanding clause 12.4, the Secretary will only be bound to make payments to the Landowner to the extent that:

12.5.1 Credits created pursuant to this Agreement have been purchased through the Credit Register; and

12.5.2 monies have been paid to the Secretary in return for the Credits purchased.

Payment into Department Trust Account

12.6 When the Landowner agrees to sell any Native Vegetation Credits created pursuant to this Agreement:

12.6.1 The Secretary, on receipt of the executed Credit Trade Agreement, will invoice the Purchaser of the Native Vegetation Credit for the agreed trade amount inclusive of GST.

12.6.2 The Secretary will receive payment from the Purchaser and hold it in the Department Trust Account.

First Trade in relation to the Site

12.7 Where the Landowner enters into a Credit Trade Agreement for the first time within 12 months of the Commencement Date of this Agreement, the Secretary will make the Initial Payment in Part A of the Third Schedule to the Landowner

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AR277925C
24/07/2018 $96.10 CFL

as soon as practicable after the execution of the Credit Trade Agreement and upon receipt of an invoice from the Landowner. The amount payable will be subject to any relevant conditions under clause 5.1.

12.8 Where the Landowner enters into a Credit Trade Agreement for the first time more than 12 months after the Commencement Date of this Agreement, the Secretary will pay to the Landowner as soon as practicable after execution of the Credit Trade Agreement, in accordance with Part A of the Third Schedule:

12.8.1 the Initial Payment;

12.8.2 the payment due in that year of the Landowner Agreement; and

12.8.3 all payments due for each preceding year of the Landowner Agreement.

12.9 All subsequent payments relating to the First Trade must be made by the Secretary, in accordance with Part A of the Third Schedule, as close as practicable to the Annual Payment Date.

12.10 Payments made by the Secretary to the Landowner under clauses 12.8 and 12.9 are subject to:

12.10.1 the Secretary being satisfied that the Landowner is compliant with this Agreement;

12.10.2 the receipt of an Annual Report from the Landowner which is satisfactory to the Secretary unless the Landowner is advised in writing by the Secretary that a Report is not required for that year;

12.10.3 any relevant conditions under clause 5.1; and

12.10.4 the Landowner submitting a correctly rendered invoice.

Second and Subsequent Trades in Relation to the Site

12.11 Where the Landowner sells any Native Vegetation Credits through a Second and Subsequent Trade, the Secretary must pay to the Landowner, as soon as practicable after execution of the Credit Trade Agreement and in accordance with Part B of the Third Schedule:

12.11.1 the payment due in that year of the Landowner Agreement; and

12.11.2 all payments due for each preceding year of the Landowner Agreement.

12.12 All subsequent payments relating to a Second and Subsequent Trade must be made by the Secretary, in accordance with Part B of the Third Schedule, as close as practicable to the Annual Payment Date.

12.13 Payments made by the Secretary to the Landowner under clauses 12.11 and 12.12 are subject to:

12.13.1 the Secretary being satisfied that the Landowner is compliant with this Agreement;

12.13.2 the receipt of an Annual Report from the Landowner which is satisfactory to the Secretary unless the Landowner is advised in writing by the Secretary that a Report is not required for that year;

12.13.3 any relevant conditions under clause 5.1; and

12.13.4 the Landowner submitting a correctly rendered invoice.

13 TRANSFER OF LAND

13.1 If title to the Subject Land is transferred from the Landowner to a Transferee, a Native Vegetation Credit created for the Site is transferred to the Transferee if that Native Vegetation Credit:

13.1.1 is held by the Landowner immediately before the transfer; and

13.1.2 has not been Allocated.

13.2 The Landowner must not trade and must not procure any other person to trade any Native Vegetation Credits created for a Site after the date on which the Landowner transfers title to the Subject Land to the Transferee.

13.3 The Landowner must immediately upon transferring title to the Subject Land to the Transferee notify the Secretary in writing of the transfer date, and the Transferee's name, address and contact details.

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AR277925C
24/07/2018 $96.10 CFL

13.4 The Secretary will, as soon as reasonably practicable after receiving notification under clause 13.2 make all necessary recordings on the Credit Register to transfer any unallocated Native Vegetation Credits from the name of the Landowner into the name of the Transferee.

13.5 The parties acknowledge that on and from the date that the unallocated Native Vegetation Credits are registered in the name of the Transferee, the Transferee may trade unallocated Native Vegetation Credits in accordance with this Agreement and the rules of the Credit Register.

14 MONITORING AND INVESTIGATION

14.1 The Landowner acknowledges the statutory powers of the Secretary under the *Conservation Forests and Lands Act 1987* and agrees that the Secretary and the Secretary's officers, employees, agents, contractors, invitees and licensees can upon seven days' notice and at a reasonable time enter the Site to:

14.1.1 determine whether the Landowner has complied with this Agreement or the *Conservation Forests and Lands Act 1987*;

14.1.2 verify information contained in an application for the creation of Native Vegetation Credits for the Site;

14.1.3 verify information contained in an Annual Report or Periodic Report submitted under clause 9 of this Agreement; and

14.1.4 determine whether a requirement of this Agreement has been breached or an offence against the *Conservation Forests and Lands Act 1987* has been or is being committed.

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14.2 The Landowner agrees that the Secretary and the Secretary's officers, employees, agents, contractors, invitees and licensees may collect information that may be used to determine whether there has been a breach of this Agreement or the *Conservation Forests and Lands Act 1987*.

14.3 The Secretary agrees to use reasonable endeavours to minimise inconvenience to the Landowner and to leave the Site as far as reasonably possible in the condition in which it was immediately before the inspection, subject to exceptions under clause 15.2.2.

14.4 The Landowner agrees not to hinder, intimidate or obstruct an inspection of the Site carried out under clause 14.1.

15 DEFAULT

Breach by the Landowner

15.1 If the Landowner defaults or fails to perform any of its obligations under this Agreement the Secretary may without prejudice to any other remedies vary or terminate this Agreement.

15.2 Without limiting the Secretary's powers under clause 15.1 or the *Conservation Forests and Lands Act 1987*, if the Landowner fails to comply with this Agreement and as a consequence of such failure to comply, the ecological condition of the Site is degraded:

15.2.1 the Secretary may demand the immediate reimbursement of any payments previously made to the Landowner under this Agreement; and

15.2.2 the Landowner will be liable to compensate the Secretary for the reasonable cost of carrying out works to reinstate the condition of the Site to its condition prior to the relevant contravention of the Agreement, or to achieve an equivalent Available Gain in another location.

15.3 Without limiting the Secretary's powers under clause 15.1 or 15.2, if the Landowner fails to comply with this Agreement the Secretary may cancel the recording of any Native Vegetation Credit on the Credit Register, only to the extent that:

15.3.1 the Native Vegetation Credit relates to the Available Gain pursuant to this Agreement; and

15.3.2 the Native Vegetation Credit remains assigned in favour of the Landowner.

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AR277925C
24/07/2018 $96.10 CFL

Breach by the Secretary

15.4 If the Secretary defaults or fails to perform any of the Secretary's obligations under this Agreement the Landowner may without prejudice to any other remedies apply to the Minister to vary or terminate this Agreement.

16 Collection, use and disclosure of Information

16.1 Without limiting the Secretary or Department's other rights under the *Privacy and Data Protection Act 2014* or otherwise, the Landowner agrees that the Secretary and Department may collect, use and disclose Information concerning the Credit Owner and (where relevant) its employees and directors in accordance with the Landowner Collection Statement.

16.2 The Landowner must provide copies of the Landowner Collection Statement to any of its employees or directors who disclose any Personal Information to the Secretary, the Department, or any broker or site assessor contracted to assist with the creation or sale of Native Vegetation Credits under this Agreement.

17 TERMINATION

17.1 The Secretary may terminate this Agreement at any time by notice in writing to the Landowner if the Landowner breaches any obligations specified in clause 5 of this Agreement.

17.2 The Secretary terminates this Agreement in accordance with clause 17.1, the Secretary may, at his or her sole discretion, withhold from the Landowner any outstanding payments under this Agreement and subject to conditions under clause 15.2.

17.3 The Secretary and Landowner may terminate this Agreement at any time by mutual agreement in writing.

17.4 In the event that this Agreement is terminated, the Secretary is entitled to cancel the recording of any Native Vegetation Credit on the Credit Register.

17.5 The Secretary must, in cancelling this Agreement, apply to the Registrar of Titles to remove the record of this Agreement from any folio of the land register for land that is subject to the Agreement.

18 GENERAL

Costs

18.1 Each party shall bear that party's own legal costs in respect to the drafting, execution and stamping of this Agreement.

Service of Notices

18.2 Any notice to be served under this Agreement shall be in writing and in English and shall be sufficiently served if sent by registered post addressed to the recipient or left:

18.2.1 in the case of the Secretary, at the Secretary's service address specified in the First Schedule;

18.2.2 in the case of the Landowner, at the address of the Landowner shown in the First Schedule;

provided that any party may give notice of change of address to the other parties and the changed address so notified shall for the purpose of this clause stand in lieu of the address it replaces as from the date of its notification;

18.3 a notice sent by registered post shall be deemed to have been received on the seventh day after its posting.

Variations

18.4 This Agreement may only be varied in accordance with the *Conservation Forests and Lands Act 1987* including by agreement between the parties.

18.5 An application by the Landowner to the Secretary to vary this Agreement must be made in writing.

18.6 If a proposed variation of this Agreement has the effect of reducing the Available Gain improvement or protections for Native Vegetation provided in this Agreement, the Secretary must not vary this Agreement unless as agreed by the parties.

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AR277925C
24/07/2018 $96.10 CFL

18.7 No modification, variation or amendment of this Agreement agreed upon by the parties shall be of any force or effect unless such modification, variation or amendment is in writing and has been executed by all parties.

Review of decisions

18.8 The parties acknowledge that the review mechanisms under the *Conservation Forests and Lands Act 1987* apply to this Agreement.

18.9 Without limiting the scope of the review mechanisms under the *Conservation Forests and Lands Act 1987*, if there is a dispute or difference between the parties arising out of or in connection with this Agreement, the parties agree that within five business days of a party notifying the other party in writing, a senior representative from each party must meet and use all reasonable endeavours acting in good faith to resolve the dispute or disagreement by joint discussions.

18.10 If the parties cannot reach agreement after following the procedure in clause 18.9, the parties agree to follow the review mechanisms set out in section 76 of the *Conservation Forests and Lands Act 1987*.

No waiver

18.11 Any time or other indulgences granted by the Secretary to the Landowner or any other variation of the terms and conditions of this Agreement or any judgment or order by the Secretary against the Landowner will not in any way amount to a waiver of any rights or remedies of the Secretary in relation to the terms of this Agreement.

Severability

18.12 If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

Governing Law

18.13 This Agreement shall be subject to and construed in accordance with the laws of the State of Victoria.

19 GST

Recovery of GST

19.1 If GST is payable, or notionally payable, on a supply made under or in connection with this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the ***GST Amount***). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 10 days of the receipt of a tax invoice. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.

Liability net of GST

19.2 Where any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

Adjustment events

19.3 If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.

Survival

19.4 This clause will not merge upon completion and will continue to apply after expiration or termination of this Agreement.

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AR277925C
24/07/2018 $96.10 CFL

Definitions

19.5 Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the *A New tax System (Goods and Services Tax) Act 1999* (Cth)) have the same meaning in this clause.

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AR277925C
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First Schedule AGREEMENT DETAILS

Date of Commencement of Agreement: 5th day of JULY 2018

Secretary's Service Address

Name (or) Title of Office	The Secretary Department of Environment, Land, Water and Planning
Address	Level 2 – 8 Nicholson Street, EAST MELBOURNE VICTORIA 3002
Telephone / Mobile	(03) 9637 8721

The Landowner

Name of Landowners	Bleak House Pty Ltd
Mailing Address	4970 Princes Highway, Birregurra, Victoria, 3242
Contact name of person who should receive correspondence	James and Claire Dennis

Details of land within which the Agreement applies

Property name	Bleak House 435 McDonnells Road, Birregurra
Property Address	435 McDonnells Road, Ombersley

Description of the Subject Land to which the Agreement applies

Site: BB-3044-01

Part of the land in Certificates of title set out on the Attached Plan

Volume	Folio	Parish	Area
8600	564	Turkeeth	0.6009 ha
Allotment Lot 9 on Plan of Subdivision TP 845466			

Volume	Folio	Parish	Area
8866	517	Turkeeth	0.6009 ha
Allotment Lot 9 on Plan of Subdivision TP 845466			

Landowner Agreement Fee: $14,812.60 (GST inclusive)

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BUSHBROKER SITE PLAN
BB-3044 - LA01 SITE 1A

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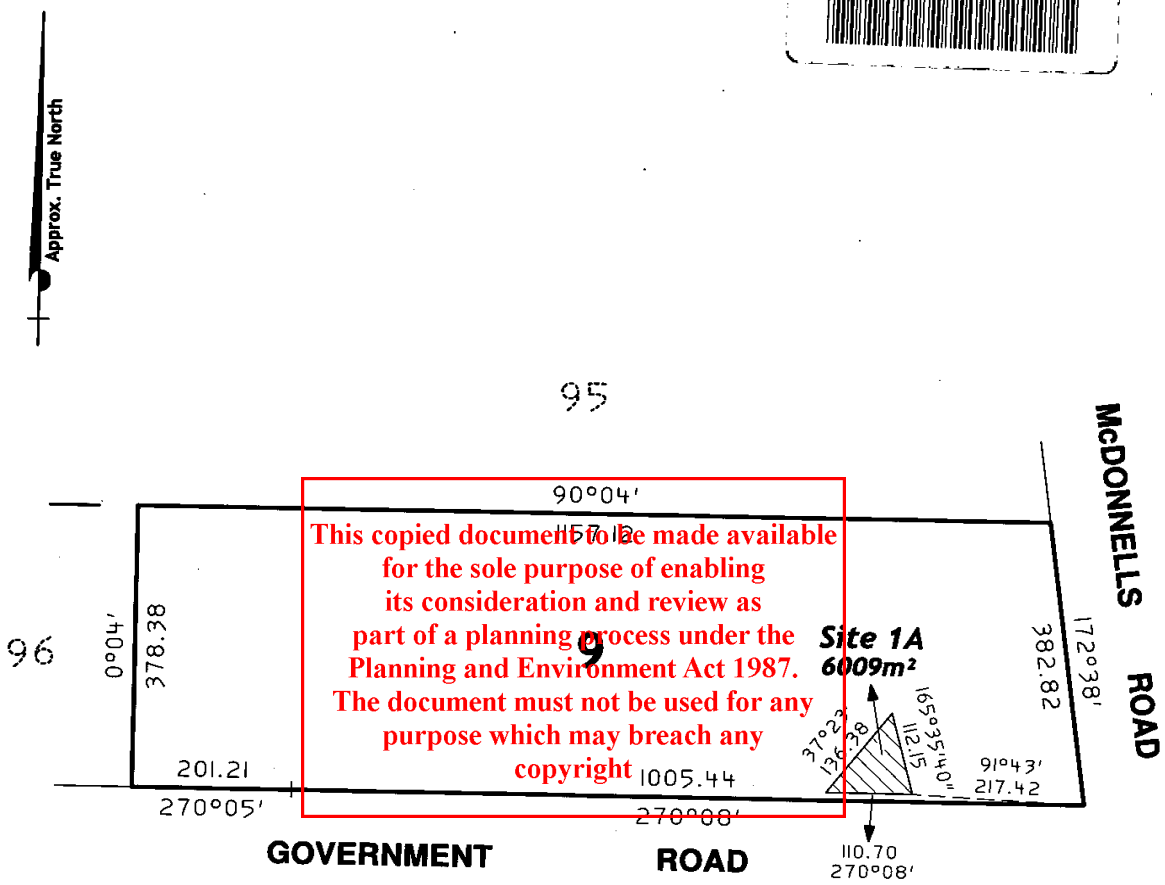

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Scale
1:8000
0 80 160 240 320 400
Lengths are in METRES

PARISH OF TURKEETH	
C/T. V.8600 F.564 & V.8866 F.517	PLAN REF: LOT 9 TP 845466A
SHEET 1 OF 1 SHEETS	

PLAN FOR AGREEMENT PURSUANT TO
s.69 CONSERVATION FORESTS & LANDS ACT 1987

LEGEND

Bush Broker Site
BB - 3044 - SITE 1A

Prepared by: Millar | Merrigan Pty Ltd
Date: 16/05/2018 Survey Ref: 22680 V2

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Second Schedule MANAGEMENT PLAN

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MANAGEMENT PLAN FOR CREDIT APPLICATIONS

Remnant patch

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MANAGEMENT PLAN 1

Credit Site Details

Address of credit site	435 McDonnells Road, Ombersley
Land tenure	Freehold
Assessor details	
Site assessor	Robyn Neville
Assessment date	31/10/2017
Credit details	
Credit identifier	BB-3044
Number of sites(s)	1
Number of zone(s)	1
Total area of sites (ha)	0.6009 ha
Asset type	Protection of remnant vegetation

Zone details								
Asset Type *	RP							
Zone number	1A							
Zone area (ha)	0.6009							

*Asset type = RP = Remnant Patch

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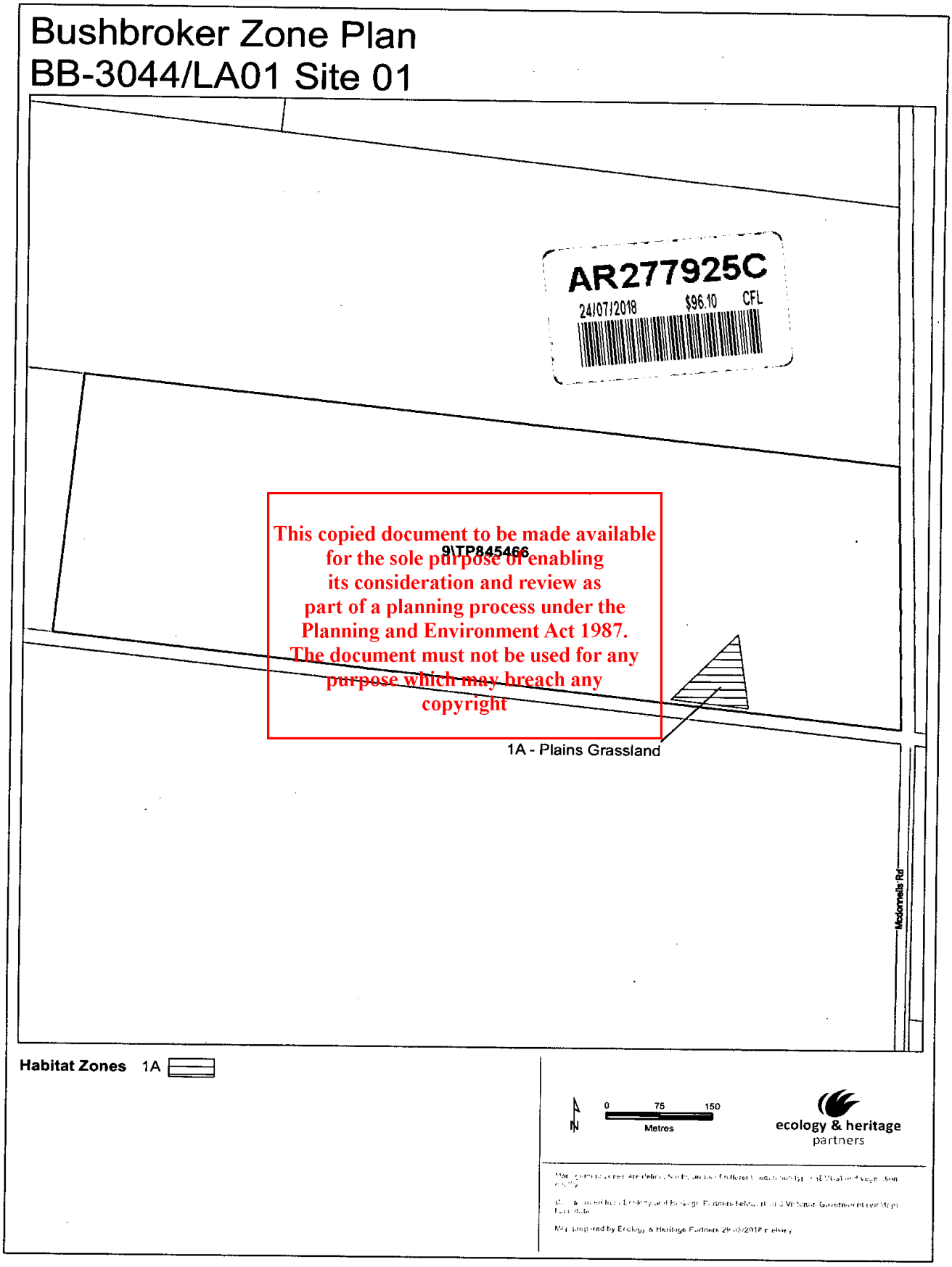
Bushbroker Zone Plan
BB-3044/LA01 Site 01



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Landowner's ongoing management commitments

From the commencement of the agreement, the landowner agrees to undertake the following management commitments in perpetuity:

Ongoing management commitments	
Zone(s)	Commitment
All	• eliminate all woody weeds < 1 % cover • ensure that weed cover does not increase beyond the current level • monitor for any new and emerging weeds and eliminate to < 1% cover • control rabbits. • undertake periodic biomass management at agreed timing/frequency.
	• monitor annual weed cover. If proportion of annual weeds ≥ 25 percent of the total vegetation cover, control by strategic grazing. At all other times, exclude stock.

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10 year management commitments

The landowner agrees to undertake the following additional management commitments for a period of 10 years from the commencement of the agreement:

Fencing

Permanent stock-proof fencing is already present around the boundary of the broader property, and as such, it is not currently proposed to erect additional fencing around the 0.6 hectare offset site.

Under this agreement stock (sheep) are permitted into Zone 1A, for control of herbaceous/grassy weeds.

If an additional threat arises within the property outside the site (e.g. rabbits, foxes), immediately erect a fence around the perimeter of the site according to the standards detailed in BushBroker Information Sheet 12 – Standards for Management – Fencing.

Posts marking the boundary of the offset site will be set up to clearly identify the area for monitoring and management purposes. Posts must be located in between tussocks of perennial native grass to ensure impacts to native vegetation are minimised.

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Table 1: Fencing method and timing

Site(s)	Method	Location for fencing and length	Timing
1A	Maintain fencing around boundary of all sites in good condition according to the standards detailed in information sheet 12 * Standards for Management – Fencing. Conduct yearly monitoring to ensure all fencing meets the required standard.	Entire boundary around all sites where fencing exists or is required	Within 3 months of commencement of the agreement
1A	Erect posts marking the perimeter of the offset site to clearly identify the area for management and monitoring purposes.	Boundary of the offset site	Within 3 months of commencement of the agreement
1A	If a threat arises, erect an additional fence around the perimeter of zone 1A according to the standards detailed in information sheet 12 * Standards for Management – Fencing.	In between identified threat and the site	Immediately on identification of threat
1A	Conduct yearly monitoring to ensure all fencing meets the required standard.	All sites where fencing exists or is required	Ongoing

**DEPI 2013, BushBroker information sheet 12 – Standards for management – fencing. Department of Environment and Primary Industries, East Melbourne.*

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Woody weeds

Elimination of all woody weeds

No woody weeds were identified on site during the site assessment.

New and emerging woody weeds

Monitoring for new and emerging woody weeds should be conducted throughout the year for the term of the agreement, and any new and emerging woody weeds eliminated.

Refer to Information Sheet 8 - Standards for Management – Weeds

Table 2: Woody weeds to be eliminated – method and timing

Common name	Scientific name	Zone(s)	Method	Timing
		All	Monitor for and eliminate all new and emerging woody weeds	Ongoing

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Herbaceous weeds

Control of all herbaceous weeds:

Ensure that weed cover does not increase beyond current levels. Weeds listed in Table 3 were found on site and are considered to be a high threat. These weeds should be monitored each year to ensure their cover is not increasing. Increasing cover of these weeds should be controlled using the methods outlined in Table 3. Treat weeds before the plant has flowered and set seed. Indigenous plants should not be impacted during treatment.

Refer to BushBroker Information Sheet 8 - Standards for Management – Weeds.

New and emerging herbaceous weeds

Monitoring for new and emerging herbaceous weeds should be conducted throughout the year for the term of the agreement, and any new and emerging weeds eliminated.

Refer to BushBroker Information Sheet 8 - Standards for Management – Weeds.

Table 3: Herbaceous weeds to be controlled – method and timing

Common name	Scientific name	Zone(s)	Method	Timing
Bearded Oat	*Avena barbata*	1A	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Spot-Spray – October – January; Graze – January – October;
Brown-top Bent	*Agrostis capillaris*	1A	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Graze – January – October; Spot-Spray – October -January
Buck's Horn Plantain	*Plantago lanceolata*	1A	Hand chip and spot spray	Spring / Summer
Hare-foot Clover	*Trifolium arvense*	1A	Spot Spray	Spring / Summer
Hop Clover	*Trifolium campestre var. campestre*	1A	Spot Spray	Spring / Summer
Large Quaking-grass	*Briza major*	1A	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Graze – January – October; Spot-Spray – October -January
Perennial Rye-grass	*Lolium perenne*	1A	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Graze – January – October; Spot-Spray – October -January
Sheep Sorrel	*Acetosella vulgaris*	1A	Spot Spray	Spring / Summer
Soft Brome	*Bromus hordeaceus*	1A	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Graze – January – October; Spot-Spray – October -January
Squirrel-tail Fescue	*Vulpia bromoides*	1A	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Graze – January – October;

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AR277925C
24/07/2018 $96.10 CFL

Common name	Scientific name	Zone(s)	Method	Timing
				Spot-Spray – October -January
Sweet Vernal-grass	*Anthoxanthum odoratum*	1A	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Graze – January – October; Spot-Spray – October -January
Toowoomba Canary-grass	Phalaris aquatica	1A	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Graze – January – October; Spot-Spray – October -January
Yorkshire Fog	*Holcus lanatus*	1A	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Graze – January – October; Spot-Spray – October -January
Cat's Ear	*Hypochaeris radicata*	1A	Spot Spray	Spring / Summer
Hair Grass	*Aira* spp.	1A	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Graze – January – October; Spot-Spray – October -January

Table 4: Total cover of herbaceous weeds in the Zone

Zone(s)	**Total cover of all herbaceous and grassy weeds (%)** (including high threat herbaceous and grassy weeds)
1A	23%

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Pest animals

The *Catchment and Land Protection Act 1994* lists rabbits and foxes as established pest animals and requires that all landowners take reasonable steps to prevent the spread of, and as far as possible eradicate, established pest animals on their land.

Rabbits should be monitored and controlled throughout the year. If rabbit activity is detected on the site use an integrated approach in accordance with BushBroker Information Sheet 7* - Standards of Management - Rabbits, which would involve fumigation, hand collapsing of burrows and baiting. Remove any carcasses to prevent poisoning of native predators.
**DEPI 2013, BushBroker information sheet 7 – Standards for management – rabbits. Department of Environment and Primary Industries, East Melbourne.*

Foxes are a threat to native fauna and should be controlled if found on your property. Fox dens where present are required to be destroyed through fumigation and hand collapse.

Remove rubbish. Disperse artificial piles of logs and rocks that may be used as harbour by pest animals. Do not remove indigenous plants, fallen logs or rocks from the site.

Continue to monitor and control rabbits and foxes all year round as well as any new and emerging pest animals.

Table 5: Pest animals to be controlled – species, method and timing

Zone(s)	Common name	Method	Timing
All	Rabbits & Foxes	Monitor and control. Fumigate and collapse rabbit burrows and fox dens if found. Remove surface harbour.	Ongoing
All	New & Emerging pest animals	Monitor and control	Ongoing

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Biomass management for high rainfall plains grassland

Biomass control or reduction is essential for protection against grass fires, and for the maintenance of native flora and fauna values. In particular, although Striped Legless Lizard is naturally found in grassy habitats, the species requires relatively open structured grassland with inter-tussock spaces and the closure of inter tussock space from a lack of fire or grazing may reduce the areas available for occupancy within the site.

Ecological Burning

In order to avoid adversely impacting Striped Legless Lizard, it is crucial that any prescribed burns are low-intensity and patchy. Furthermore, prescribed burns should be conducted in mid-late autumn (April-May) to avoid the active breeding season of the species (September – March), and also the flight season of Golden Sun Moth *Synemon plana* (November – January) which is known to occur within the broader area.

Biomass management is also required to maintain inter-tussock spaces and prevent excessive competition to grassland forbs. Where there is a sustained build up in ground cover biomass over any one year, resulting in a reduction of inter grass tussock space to an average of less than 30%, biomass will need to be actively reduced.

In general, the most appropriate time to burn is autumn and winter when the weather is mild, most native plants have dropped seed, and Striped Legless Lizards are likely to be inactive within soil cracks or beneath rocks (thus protecting individuals from the fire).

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The extent of all fires must be recorded, including planned burns and wildfires. The burn plan must incorporate the following principals (Table 6):

- Burn widths of no more than 50 metres wide, to allow movement of Striped Legless Lizards into adjacent unburnt areas following a burn;
- Minimisation of risks to life and property (e.g. wind direction for burning to avoid smoke over public roads);
- Measures to minimise impacts to biodiversity, including use of mown fire breaks, minimising disturbance/compaction by vehicles;
- A fire frequency of no greater than once every 5 years will be implemented for any one area across the site; and,
- Prescribed fire can only be implemented when conditions are dry enough and open soil cracks are present and outside of the Victorian Declared Fire Danger Period.

Table 6: Biomass management - method and timing

Zone(s)	Method	Timing
1A	Ecological burning	No more than once every 5 years – Burn between April – May.

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AR277925C
24/07/2018 $96.10 CFL

Strategic grazing for annual weed control in other grassland vegetation

Prior to the creation of offset sites within the broader area, unrestricted grazing by sheep occurred on the land. Since the creation of several offset sites within the area, the incorporation of managed pulse grazing as a feature to control weeds and reduce biomass has resulted in a high diversity and cover of native grasses and forbs being maintained. As such, it is considered that the existing pulse grazing regime applied by the landowners is a reliable and conservative action that can be used to maintain and enhance the existing ecological values present within the offset site.

Grazing will only be undertaken within the offset site when the cover of annual weeds is equal to, or exceeds 25% of the total vegetative cover.

Grazing will be undertaken in a controlled manner (Table 7). Grazing of domestic stock will be restricted to the use of sheep. Grazing by other domestic stock including but not restricted to cattle, goats and horses are to be excluded from the offset site by this plan.
The landowner will keep records of the number of sheep and duration of grazing within the offset area. This data will be included in the annual auditing reports prepared for the offset site.

Grazing will occur over a short duration and exceed the standard stocking rate to prevent selective grazing within the offset site. The maximum length of continuous grazing is four weeks with at least two weeks rest between cycles.
Biomass management objectives are a mean minimum vegetation height of 10cm is to be maintained, with inter-tussock space to be maintained to at least 30%. Overall, the total vegetation cover will not fall below 70%. At least three pulse grazing cycles will occur within the grazing period, one of which will occur immediately prior to the exclusion period.

The only exception to requirements specified for pulse grazing is if an ecological burn is planned in the autumn of the relevant year. In this instance a fire management plan will inform when grazing will be removed to allow for a build-up in biomass to establish a successful ecological burn.

The landowners use the same flock of sheep for pulse grazing, with these sheep only grazed within and adjacent to the property. As such, there is minimal risk that weed seed will be introduced to the offset site from outside the property. Therefore, there is not considered a need to regularly shear sheep to mitigate against weed invasion.

Stock transfer into the offset site will be timed to minimize the potential for weed seed transport via mud (i.e. stock movements into the offset site will be excluded within two days of rainfall). Following any high rainfall events, stock will be removed immediately.

Table 7: Strategic pulse grazing for annual weed control - method and timing

Zone(s)	Grazing Requirement	Timing
1A	Period where grazing by domestic stock is not permitted	1st October to 31st January annually in perpetuity; and, during extremely wet periods where there is a risk of moderate to high levels of ground disturbance. When weed cover is below 25% o total vegetative cover.
1A	Pulse grazing cycles required	3 (minimum)
1A	Grazing required prior to exclusion period	Two weeks between 1st August and 31st August (timing depending on soil moisture conditions)
1A	Minimum rest from grazing between pulse grazing events	2 weeks

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Zone(s)	Grazing Requirement	Timing
1A	Maximum continuous pulse grazing event	4 weeks
1A	Biomass management thresholds	minimum height of 10 cm; total vegetation cover of no less 70%
1A	Target inter-tussock space	Minimum of 30% of total offset site cover.

Corrective Actions and Contingency Measures

The goal of the management program is to achieve a state where the offset site is self-sustaining as far as possible. It is desirable that the management actions undertaken for pest plant control and biomass reduction compliment the requirements to enhance Striped Legless Lizard habitat.

Should habitat monitoring detect a decline in the quality of Striped Legless Lizard habitat, then corrective actions and contingency measures will need to be implemented. Triggers for action and appropriate responses are detailed below (Table 8). Habitat monitoring will be undertaken annually during September.

Table 8: Striped Legless Lizard habitat variables, trigger levels for action and appropriate responses.

Habitat variable	Ideal level	Trigger level for action	Response
Native tussock grass cover	50%	<30%	Plant native tussock grasses
Introduced grass cover	<15%	>25%	Remove weeds
Bare ground	25%	<5%	Removal of exotic vegetation
		>50%	Plant native tussock grasses
Exposed rock	10%	<5%	Removal of exotic vegetation

If the percentage of introduced grass cover becomes too high, or percentage of bare ground exposed rock or inter-tussock spacing too low, then removal of vegetation will be required. Removal will be of introduced species where possible, and removal of native species only considered where there no introduced species in the areas which triggered the intervention.

Annual Reporting

This Landowner Agreement requires the landowner to submit a report annually for each year of the ten years of this management plan and thereafter at the reasonable request of the Secretary. Reports are to be submitted at least 2 months prior to the anniversary date of the execution of the agreement to allow time for compliance to be assessed before the anniversary date.

The Annual Report addresses progress against the commitments set out in this agreement. Annual Reports should provide enough detail in the form of written comments and supporting evidence that an assessor can easily determine the completion of/progress against the commitments for each zone.

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Table 9: Management Actions Table

Year from Commencement: Years 1-10

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
Fencing				
1A	Erect posts marking the perimeter of the offset site to clearly identify the area for management and monitoring purposes.	Table 1	Within 3 months of commencement of the agreement	Clearly identify the boundary of zone 1A for management and monitoring purposes
1A	No threats to site 1A currently exist, if a threat arises erect a fence immediately around the entire boundary of the site.	Table 1	Immediately on identification of threat	Erect fencing to DEPI fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing
1A	Maintain fencing in good condition around entire boundary of all sites where fencing exists or is required. Conduct yearly monitoring to ensure all fencing meets the required standard.	Table 1	Ongoing	Maintain fencing to DEPI fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing.
Woody Weeds				
1A	Eliminate all new & emerging woody weeds	n/a	Ongoing	<1% cover of all woody weeds at the end of Year 10
Herbaceous Weeds				
All	Monitor for and control all herbaceous weeds by undertaking targeted weed control. Refer to Table 3 for list of herbaceous weeds, their control method and timing of actions	Tables 3 & 4	Refer to Table 3	No increase in cover beyond the cover listed in Table 4 for each Zone for all herbaceous weeds Minimise off target damage (avoid all native plants)
All	Monitor for and Eliminate all new & emerging herbaceous weeds by undertaking targeted weed control.	n/a	Ongoing	<1% cover of all new and emerging herbaceous weeds at the end of Year 10
Pest Animals				
All	Monitor for and control rabbits and foxes. Refer to Table 5 for a list of control methods and timing of actions	Table 5	Ongoing	No surface disturbance within the credit site No active rabbit warrens to be present No active fox dens to be present No rubbish Minimal artificial piles of logs and rocks

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AR277925C
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Year from Commencement: Years 1-10

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
All	Monitor for and control all new and emerging pest animals	n/a	Ongoing	Control numbers of any new & emerging pest animals
Biomass Management for high rainfall plains grassland				
1A	Ecological Burning	Table 6	No more than once every 5 years to reduce biomass	Low-intensity burns between April – May; Sufficient bare ground (approximately 20% to 40% cover) maintained in order to maintain space for recruitment of herbs and grasses; No loss of native plant diversity as a result of burning regimes; Burn widths of no more than 60 metres wide.
Strategic grazing for annual weed control in other grassland vegetation				
1A	Pulse Grazing	Table 7	Table 7	Only to be undertaken when annual weed cover is equal to, or greater than 25%. Biomass management objectives are a mean minimum vegetation height of 10cm is to be maintained, with inter-tussock space to be maintained to at least 30%. Overall, the total vegetation cover will not fall below 70%.
Corrective Actions and Contingency Measures				
1A	Monitor habitat quality for Striped Legless Lizard	Table 8	September	Appropriate inter-tussock space to be maintained
Annual reporting				**Annual reporting**
All	Prepare and submit an annual report	n/a	Submit at least 2 months prior to agreement anniversary date	Annual report is signed, dated and submitted by the landowner at least 2 months prior to the anniversary date of the agreement Report provides enough detail in the form of written comments and supporting evidence that an assessor can easily determine the completion of / progress against the commitments for each zone Obligations of the landowner (compliance with section 6 of the Landowner Agreement) have been met and the obligations form is read, signed, dated and submitted with the annual report

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24/07/2018 $96.10 CFL

Third Schedule SECRETARY'S COMMITMENT

Schedule of payments: Remnant Vegetation

Zones: BB-3044 - **1A.**

(A) Payments following the First Trade in relation to the Site

Year of the Landowner Agreement	Payment due
Initial Payment *	25% of the value of the First Trade.
First Year	10% of the value of the First Trade.
Second Year	5% of the value of the First Trade.
Third Year	10% of the value of the First Trade.
Fourth Year	10% of the value of the First Trade.
Fifth Year	5% of the value of the First Trade.
Sixth Year	5% of the value of the First Trade.
Seventh Year	10% of the value of the First Trade.
Eighth Year	5% of the value of the First Trade.
Ninth Year	5% of the value of the First Trade.
Tenth Year	10% of the value of the First Trade.

* Timing of the Initial Payment is set out in clauses 12.7 and 12.8 of this Agreement.

(B) Payments in relation to Second and Subsequent Trades

Year of the Landowner Agreement	Payment due
First Year	35% of the value of the Second and Subsequent Trades.
Second Year	5% of the value of the Second and Subsequent Trades.
Third Year	10% of the value of Second and Subsequent Trades.
Fourth Year	10% of the value of the Second and Subsequent Trades.
Fifth Year	5% of the value of the Second and Subsequent Trades.
Sixth Year	5% of the value of the Second and Subsequent Trades.
Seventh Year	10% of the value of the Second and Subsequent Trades.
Eighth Year	5% of the value of the Second and Subsequent Trades.
Ninth Year	5% of the value of the Second and Subsequent Trades.
Tenth Year	10% of the value of the Second and Subsequent Trades.

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Fourth Schedule LANDOWNER COLLECTION STATEMENT

The Department and Secretary (we) collect your personal information (including your name and contact details) when you or a company of which you are an employee or director enquires about entering into an agreement to create Native Vegetation Credits (*Landowner Agreement*). We collect the information you provide to us and may also collect information about you from searches of public registers, other departments and authorities of the State of Victoria, and brokers or site assessors you engage in relation to entering into a Landowner Agreement.

We use your personal information to:

1 administer the Credit Register;

2 negotiate and administer this Agreement with you or a company of which you are a director or employee;

3 provide information in relation to the Subject Land, to brokers or site assessors engaged by you;

4 record Native Vegetation Credits on the Credit Register, including the Landowner's name, the location of the Subject Land and the name and contact details of the Landowner's employees or directors;

5 record any encumbrance in relation to the Native Vegetation Credits relating to the Subject Land on the Victorian Land Titles Register;

6 facilitate payments in relation to the Native Vegetation Credits in accordance with this Agreement;

7 monitor compliance by the Landowner with the terms of this Agreement and to enforce compliance with those agreements by the Landowner;

8 publish, whether on the internet or otherwise, all such information as is necessary to comply with the requirements of the contracts publishing system; and

9 as otherwise required or authorised by or under law.

We may disclose your personal information to:

1 potential purchasers of Native Vegetation Credits;

2 brokers or site assessors that you have engaged, for the purpose of providing services to you;

3 the Victorian Auditor General;

4 persons to whom the Department is required to disclose information under the *Freedom of Information Act 1982* (Vic);

5 IT Service providers engaged by the Department in relation to the Credit Register;

6 persons engaged by the Department to investigate compliance with this Agreement; and

7 the Victorian Auditor-General, if requested by the Auditor-General.

Your personal information may be disclosed and stored outside Victoria and Australia, including storage on cloud storage platforms and systems maintained by email service providers.

The Department may disclose to any person (including by publishing such information in a manner publicly available) the characteristics of the Native Vegetation Credits sold or the price at which the Native Vegetation Credits were sold, for any purpose including (without limitation) advertising or marketing other Native Vegetation Credits for sale or any program for the sale of Native Vegetation Credits. Any such disclosure will not disclose your name or contact details or the street address or title details of the land to which any relevant Native Vegetation Credit relates.

If you do not provide any of the information requested of you then you or the company of which you are an employee or director may not be able to enter into this Agreement.

You have a right to access any personal information held about you by the Secretary and the Department and brokers or site assessors. Sometimes there may be a reason why access will not be possible or refused.

In relation to any record of your personal information held by the Secretary, Department, brokers or site assessors, you can contact the Department's privacy manager at the details available here: http://delwp.vic.gov.au/privacy.

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Executed as a Deed

The Official Seal of the **Secretary to**
The Department of Environment, Land, Water and Planning
a body corporate established under the
Conservation Forests and Lands Act 1987 was affixed

SEAL OF THE SECRETARY TO THE DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING

On 05 JULY /2018

by: .....(signature)

JAMES TODD
.....(print)

James Todd, Acting Executive Director, Biodiversity
pursuant to an instrument of delegation
dated 5th September 2016.

Executed in accordance with section 127 of the
Corporations Act 2001 by **Bleak House Pty Ltd (ACN 159 342 891)** :

Director Signature

James Edgar Richard Dennis

Director/Secretary Signature

Claire Dennis

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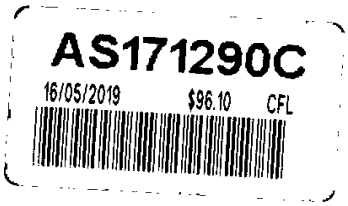

Application for recording of an agreement under
Section 72 Conservation
Forests & Lands Act 1987

Lodged by Department of Environment, Land, Water and Planning

Name: Kathleen Simpson
Phone: (03) 9637 8434
Address: Level 2, 8 Nicholson Street, East Melbourne
Customer Code: 14354H

The Secretary to the Department of Environment, Land, Water and Planning applies for a recording of an agreement made under Section 69 of the Conservation Forests & Lands Act 1987 in relation to the land.

Land: - Being part of the land at Lot 7 and Lot 9 on Title Plan 845466A, Parish of Turkeeth, and being part of the land in Volume 8600, Folio 564, and Volume 8866, Folio 517, and being the land hatched on the plan in the First Schedule to the Agreement.

Name of party to agreement: - Bleak House Pty Ltd of 4970 Princess Highway, Birregurra, Victoria.

Date of Agreement: 1 May 2019

The Agreement is expressed to be binding on the land owners successors in title.

Date: 8 May 2019

Signature:

Signed by Kathleen Simpson, Senior Project Officer, Native Vegetation Regulation, on behalf of the Secretary to the Department of Environment Land Water and Planning.

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LANDOWNER AGREEMENT

CW_CFL-3044_02

BETWEEN

THE SECRETARY TO THE DEPARTMENT OF

ENVIRONMENT, LAND, WATER AND PLANNING
(***Secretary***)

- and -

Bleak House Pty Ltd
(***Landowner***)

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16/05/2019 $96.10 CFL

INTRODUCTION 1
1 DEFINITIONS 2
2 INTERPRETATION 4
3 COMMENCEMENT OF THIS AGREEMENT 5
4 LANDOWNER'S SUCCESSORS TO BE BOUND 5
5 OBLIGATIONS OF THE LANDOWNER 5
6 EXCEPTIONS TO OBLIGATIONS OF THE LANDOWNER 8
7 MANAGEMENT NOTICES 9
8 COMPLIANCE WITH LAWS 9
9 REPORTING 9
10 NATIVE VEGETATION CREDITS 9
11 INDEMNITY 10
12 OBLIGATIONS OF THE SECRETARY 10
13 TRANSFER OF LAND 11
14 MONITORING AND INVESTIGATION 12
15 DEFAULT 12
16 COLLECTION, USE AND DISCLOSURE OF INFORMATION 13
17 TERMINATION 13
18 GENERAL 13
19 GST 14
FIRST SCHEDULE **AGREEMENT DETAILS** 16
SECOND SCHEDULE **MANAGEMENT PLAN** 18
THIRD SCHEDULE SECRETARY'S COMMITMENT 20
FOURTH SCHEDULE LANDOWNER COLLECTION STATEMENT 21

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Landowner Agreement

This Agreement is made on the ....1st..... day of ....May.....2019 between the Landowner specified in the First Schedule and the Secretary to the Department of Environment, Land, Water and Planning of the State of Victoria in respect of the Subject Land.

INTRODUCTION

1 Native vegetation is described in Clause 73.01 of the Victoria Planning Provisions as *plants that are indigenous to Victoria, including trees, shrubs, herbs and grasses.*

2 Offsets for Native Vegetation removal may be required in order to comply with regulatory requirements, permits or approvals in Victoria, including the requirements of Victorian planning schemes and the *Planning & Environment Act 1987* (Vic). Permits issued under clause 52.16 or 52.17 of a Planning Scheme may require Offsets of the appropriate quantity (amount of gain) and attributes to be provided for Native Vegetation removal.

3 The Credit Register, maintained by the Department, records the ownership, trading and use of Native Vegetation Credits in Victoria. The Credit Register sets minimum standards for the establishment of credit sites and undertakes quality assurance to provide certainty that all Native Vegetation Credits meet minimum requirements for site eligibility, permanence and additionality, and are suitable as Offsets.

4 The Credit Register has developed a series of standard agreements to provide a consistent contractual framework for parties to establish and trade Native Vegetation Credits. These agreements include this Agreement; a Site Assessor Agreement between the Secretary and a Site Assessor; a Credit Trade Agreement between a Credit Owner (typically the Landowner) and a purchaser (with or without a Broker); a Broker Agreement between the Secretary and a Broker confirming a Broker's ability to act in a brokering capacity, an Over the Counter Credit Owner Agreement between a Credit Owner and a Broker.

5 This Agreement is made pursuant to Part 8 of the *Conservation, Forests and Lands Act 1987* (Vic). The Secretary and the Landowner have agreed to enter into this Agreement in order to protect and improve the extent and quality of Native Vegetation on the Site on an ongoing basis. This Agreement provides for a ten year Site Management Plan designed to improve the condition of the Site and to protect the Site in perpetuity.

6 The Landowner agrees to manage the Site in accordance with the Site Management Plan and to permit the Secretary to have access to the Subject Land for the purposes of evaluating the Site Management Plan and the Landowner's management of the Site.

7 The Landowner acknowledges that the purpose of this Agreement is to achieve the Management Commitments in order to improve the condition of Native Vegetation on the Site on an ongoing basis, and, in particular, to:

(a) conserve and enhance wildlife habitat on the Site;

(b) enhance the ecological significance of the Native Vegetation on the Site;

(c) improve the bushland and trees on the Site; and

(d) protect natural features on the site including rock formations, watercourses, lakes, ponds, marshes and other bodies of water on the Site.

8 The Landowner also acknowledges that this Agreement can be used to secure the right to trade Native Vegetation Credits via the Credit Register. The Landowner and the Secretary may execute other agreements which allow Native Vegetation Credits created by this Agreement (which remain unsold) to be sold to other persons via the Credit Register.

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IT IS AGREED:

1 DEFINITIONS

Allocated in relation to a Native Vegetation Credit means that the Native Vegetation Credit has been attributed to a particular offset condition in order to satisfy requirements under a regulatory permit, approval, consent or authorisation for a philanthropic purpose, after which it cannot be sold or used for another purpose.

Agreed Price means the amount payable by a person who purchases Native Vegetation Credits under a Credit Trade Agreement.

Agreement means this Landowner Agreement and includes the schedules and any annexure to it or documents incorporated by reference.

Annual Report means a report provided to the Secretary within one year of the date of execution of this Agreement and prior to each anniversary of that date for each year thereafter for a period of ten years, in accordance with clause 9

Annual Payment Date means the anniversary of the date of commencement on which the annual payment is due, continuing for the first 10 years of this agreement.

Available Gain means the estimated gain from security and management in the extent or condition of Native Vegetation on the Site as assessed by or on behalf of the Secretary in accordance with Department's Gain Scoring Manual and as recorded on the Credit Register as Credits.

Biodiversity Assessment Guidelines means the *Permitted clearing of Native Vegetation - Biodiversity assessment guidelines* dated September 2013

Business Day means a day which is not a Saturday, Sunday or a public holiday (being a public holiday appointed as such under the Public Holidays Act 1993 (Vic)) in Victoria.

Commencement Date means the date of commencement of this Agreement specified in the First Schedule.

Commonwealth Privacy Act means the *Privacy Act 1988* (Cth), including the Australian Privacy Principles under that Act.

Credit Owner means the legal entity recorded as the owner of the specified Native Vegetation Credits on the Credit Register.

Credit Owner Agreement means the agreement executed by the Credit Owner and a person who has agreed to act as a broker under a broker agreement with the Department.

Credit Register means the Native Vegetation Credit Register, administered by the Registrar under the direction of the Secretary and any successor to it, which records all Native Vegetation Credits, ownership details of Native Vegetation Credits and whether they are allocated or unallocated.

Credit Trade Agreement means the agreement between the Landowner and a purchaser or the Landowner, a purchaser and a broker, which allows Native Vegetation Credits created pursuant to this Agreement to be sold via the Credit Register.

Department means the Department of Environment, Land, Water and Planning or its successor.

Department Trust Account means the bank account in which the Secretary holds funds from the sale of Native Vegetation Credits by the Landowner. The funds are held in trust for payments to the Landowner in accordance with this Agreement.

Department Website means the Native Vegetation Credit Register section of the website of the Department.

Domestic or Feral Animal means any animal that is not native fauna or livestock.

Establishment of a Weed means the stage of the weed's development at which it is able to reproduce.

EVC means an Ecological Vegetation Class as defined in the Guidelines.

First Trade means the first Credit Trade Agreement executed by the Landowner and a purchaser in respect of any Native Vegetation Credits created pursuant to this Agreement.

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Gain Scoring Manual means the *Native Vegetation Gain Scoring Manual Version 2* dated December 2017, as varied from time to time, a copy of which is available from the website administered on behalf of the Secretary, which at commencement is <(www.delwp.vic.gov.au)>.

Guidelines means the *Guidelines for the removal, destruction or lopping of native vegetation* dated December 2017, as varied from time to time, a copy of which is available from the website administered on behalf of the Secretary, which at Commencement is <(www.delwp.vic.gov.au)>.

Habitat Zone means a habitat zone described in the Second Schedule.

Information means information, including Personal Information, relating to Landowners (or their directors and employees) which the State or the Department receives or has access to under this Agreement.

Initial Payment means the amount set out in Part A of the Third Schedule.

Landowner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession.

Landowner Collection Statement means the statement set out in the Fourth Schedule.

Landowner Agreement Fee means the amount payable to DELWP in accordance with clause 5.1 and set out in the First Schedule.

Management Action means the works and other requirements to be carried out by the Landowner as specified in the Site Management Plan under the Second Schedule.

Management Commitment means the outcomes for the improved quality and extent of Native Vegetation on the Site to be achieved by the Landowner carrying out the Management Actions.

Management Notice means a notice issued under clause 7 of this Agreement.

Minister has the same meaning as in the *Conservation, Forests and Lands Act 1987* (Vic).

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Native Vegetation has the same meaning as in the Guidelines.

Native Vegetation Credit means a Unit listed on the Credit Register which may be unallocated and therefore available for sale, or allocated as an Offset, subject to the Rules.

New Recruit has the same meaning as in the NV Framework.

NV Framework means the *Native Vegetation Management - A Framework for Action* dated August 2002.

Offset has the same meaning as in the Guidelines or the NV Framework, as appropriate.

Parties means the Landowner and the Secretary.

Periodic Report means an additional report requested by the Secretary from time to time which relates to a specified period for the purpose of demonstrating compliance with the Agreement, including the Site Management Plan.

Personal Information means any information which is 'personal information' under the *Victorian Privacy Act 2000* or the *Commonwealth Privacy Act 1988.*

Planning Scheme means a planning scheme made under the *Planning and Environment Act 1987* (Vic) which applies to the Subject Land from time to time.

Regionally Prohibited Weed or **Regionally Controlled Weed** have the same meaning as in the *Catchment and Land Protection Act 1994* (Vic).

Revegetation means any Native Vegetation established within the Site in accordance with the Second Schedule.

Rules means the Credit Register business rules, as amended from time to time and available from the Department at nativevegetation.creditregister@delwp.vic.gov.au.

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Second and Subsequent Trade means the sale of Native Vegetation Credits created pursuant to this Agreement by the Landowner under a Credit Trade Agreement that is executed with a purchase at a time after the First Trade.

Secretary has the same meaning as in the *Conservation, Forests and Lands Act 1987* (Vic), and, where the context requires, includes the Secretary's officers, employees, agents, contractors, invitees and licensees.

Site means that part of the Subject Land upon which the Site Management Plan is to be carried out as specified in the First Schedule.

Site Assessor means a person contracted by the Department to assess the Site for Available Gain and to assist with the development, review or update of the Site Management Plan pursuant to a Native Vegetation Credit Register Site Assessor Agreement.

Site Management Plan means the plan detailing the Management Actions to be carried out for a period of ten years and ongoing as specified in the Second Schedule and according to the timeframes specified for the purposes of achieving the Management Commitments.

Specific Biodiversity Equivalence Unit has the same meaning as set out in the Guidelines.

State means the Crown in right of the State of Victoria.

Subject Land means all those parcels of land containing the Site as identified in the First Schedule.

Supplementary Planting means any Native Vegetation (overstorey and/or understorey plants) established within a remnant patch Habitat Zone in accordance with the Second Schedule.

Transferee means a person to whom title to the Subject Land is transferred by the landowner upon a change of ownership, as recorded on a certificate of title for the Subject Land.

Unit means a Habitat Hectare, Medium Old Tree, Large Old Tree, Very Large Old Tree, New Recruit, General Biodiversity Equivalence Unit (also GBEU), Specific Biodiversity Equivalence Unit (also SBEU), General Habitat Unit (GHU) or Species Habitat Unit (SHU) as defined in the NV Framework, the Biodiversity Assessment Guidelines (2013), or the Guidelines (2017) and as amended from time to time.

Victorian Privacy Act means the *Privacy and Data Protection Act 2014* (Vic), including the Information Privacy Principles under that Act.

2 INTERPRETATION

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes a reference to each other gender;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 if a party consists of more than one person this Agreement binds them jointly and each of them severally;

2.5 a term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Guidelines, or the NV Framework, it has the meaning as in the Guidelines, the *Conservation, Forests and Lands Act 1987*, or the NV Framework, as appropriate;

2.6 a reference to an Act, Regulation or a Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme;

2.7 the Introduction to this Agreement forms part of this Agreement;

2.8 in this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as their definition in that Act. Except as otherwise provided in this Agreement, all consideration payable under this Agreement in relation to any supply is exclusive of GST;

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2.9 a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form but excludes a communication by electronic mail;

2.10 a reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;

2.11 a *month* means a calendar month;

2.12 a reference to *dollars* or *$* is to Australian currency; and

2.13 a Site Management Plan may expressly provide for the Landowner to carry out any activity that would otherwise contravene clauses 5.8, 5.9, 5.10, 5.19 and 5.21.

3 COMMENCEMENT OF THIS AGREEMENT

This Agreement commences on the Commencement Date.

4 LANDOWNER'S SUCCESSORS TO BE BOUND

The Landowner agrees that this Agreement binds the Landowner and the Landowner's successors in title, and that section 72 of the *Conservation, Forests and Lands Act 1987* (Vic) as amended from time to time applies in perpetuity.

5 OBLIGATIONS OF THE LANDOWNER

Landowner Agreement

5.1 The Landowner agrees to pay the Landowner Agreement Fee set out in the First Schedule to the Secretary within 12 months of the Commencement Date.

5.2 The Landowner agrees to comply with the terms of this Agreement and the Site Management Plan, which forms part of this Agreement.

5.3 The Landowner acknowledges and agrees that it has had the opportunity to obtain independent legal advice in respect of entering this Agreement.

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Management of the Site

In relation to the Site, the Landowner covenants and agrees:

5.4 to complete the Management Actions for the purpose of achieving the Management Commitments, to the standards required by the Site Management Plan and to the satisfaction of the Secretary, regardless of whether all Native Vegetation Credits have been sold to other people. Where the Landowner has completed the Management Actions specified in the Site Management Plan to the satisfaction of the Secretary, but a Management Commitment is not achieved for reasons out of the control of the Landowner, the Secretary will not withhold any payment to the Landowner;

5.5 to allow the Secretary and the Secretary's officers, employees, agents, contractors, invitees and licensees access to, and entry onto the Site in accordance with this Agreement or the *Conservation Forests and Land Act 1987*; and

5.6 to undertake the works required to implement the Site Management Plan in compliance with all relevant laws, regulations and statutes, including subordinate instruments and authorisation.

Protection of Native Vegetation

5.7 The Landowner must:

5.7.1 not cause or consent to the removal, destruction, lopping or any other interference with any Native Vegetation on the Site;

5.7.2 take all reasonable steps to ensure that no Native Vegetation on the Site is removed, destroyed, lopped or otherwise interfered with; and

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16/05/2019 $96.10 CFL

5.7.3 subject to clause 6.4, not apply for, or consent to an application for, a permit under the *Planning and Environment Act 1987* (Vic) to remove, destroy or lop Native Vegetation on the Site.

Protection of other habitat

5.8 Subject to clauses 2.13 and 6.4, the Landowner must:

5.8.1 not cause or consent to the removal or interference with any rocks or fallen vegetation on the Site; and

5.8.2 take all reasonable steps to ensure that no rock or fallen vegetation on the Site is removed or interfered with.

Exclusion of livestock

5.9 Subject to clauses 2.13 and 6.4, and except as provided for in any Management Notice under clause 7, the Landowner must:

5.9.1 not cause or consent to the introduction of any livestock on the Site; and

5.9.2 take all reasonable steps to ensure that no livestock enter or remain on the Site.

Introduction of animals other than livestock

5.10 Subject to clauses 2.13, 5.11 and 6.4, the Landowner must:

5.10.1 not bring, or consent to the bringing of, any Domestic Animal onto the Site; and

5.10.2 take all reasonable steps to exclude any Domestic Animal that enters onto the Site.

5.11 The Landowner may bring domestic dogs on to the Site provided that any dogs so brought are under the immediate control of the Landowner or another person authorised by the Landowner at all times.

Installation or upgrade of fencing

5.12 This clause applies if the Site is adjacent to any land from which any stock or person (whether or not the person is in a vehicle):

5.12.1 has ready access to the Site;

5.12.2 is reasonably likely to have ready access to the Site; or

5.12.3 becomes reasonably likely to have ready access to the Site.

5.13 If clause 5.12 applies, the Landowner must, subject to clause 6.4, ensure that there is adequate fencing and gates between the land and the Site so as to protect the Site from being readily accessible by stock or persons.

5.14 Subject to clause 6.4, any works required under clause 5.13 must be carried out:

5.14.1 in the case of a site to which clauses 5.12.1 or 5.12.2 apply at the Commencement of this Agreement, within three months of the Commencement Date of this Agreement or at any earlier time specified in the Site Management Plan; or

5.14.2 in any other case, within three months of any change in circumstance that creates a reasonable likelihood of any stock or person having ready access to the Site for the purposes of clause 5.12.3, or at any earlier time specified by the Secretary by written notice to the Landowner.

Maintenance of fencing

5.15 Subject to clause 6.4, the Landowner must maintain any fencing required by clause 5.10.2 or clause 5.13 in good repair and condition at all times.

Statutory pest management obligations

5.16 From the Commencement Date of this Agreement and on an ongoing basis, the Landowner must, in relation to the Site, ensure compliance with:

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5.16.1 the requirement to prevent the growth and spread of Regionally Controlled Weeds under section 20(1)(e) of *the Catchment and Land Protection Act 1994* (Vic);

5.16.2 the requirement to prevent the spread of, and as far as possible, eliminate established pest animals under section 20(1)(f) of the *Catchment and Land Protection Act 1994* (Vic); and

5.16.3 the requirement to eradicate Regionally Prohibited Weeds under section 20(1)(d) of the *Catchment and Land Protection Act 1994* (Vic).

Weeds identified in Site Management Plan

5.17 The Landowner must, to the extent specified in the Site Management Plan, eradicate or prevent the growth and spread of any Weed or other plant as specified in the Site Management Plan.

Application of fertiliser

5.18 The Landowner must:

5.18.1 not apply any fertiliser to any part of the Site;

5.18.2 not consent to the application of any fertiliser to any part of the Site; and

5.18.3 take all reasonable steps to ensure that fertiliser is not applied to any part of the Site.

Buildings and structures

5.19 Subject to clauses 2.13, 6.4 and 5.20, the Landowner must:

5.19.1 not erect or place any building or structure on the Site; and

5.19.2 take all reasonable steps to ensure that no building or structure is placed on the Site by any other person.

5.20 The Landowner may erect temporary structures on the Site as part of any grazing of livestock authorised under the Site Management Plan, consent under clause 6.4 or Management Notice under clause 7.

Alterations to the natural state of water bodies

5.21 Subject to clauses 2.13 and 6.4, the Landowner must not cause or consent to, and must take all reasonable steps to avoid any occurrence of, any act which alters the natural state of, or the flow, supply, quantity or quality of, any body of water on to or from the Site.

Rubbish and other materials

5.22 The Landowner must not cause or consent to, and must take all reasonable steps to avoid, the dumping of any rubbish or the storage of any materials on the Site.

Further restrictions on using the land

5.23 Subject to clause 6.4, the Landowner must not cause or consent to any of the following, and must take all reasonable steps to ensure that the following do not occur on the Site:

5.23.1 the removal, introduction or disturbance of any soil, rocks or other minerals or the construction of dams or modification of existing dams;

5.23.2 subdivision;

5.23.3 the operation of any trade, industry or business;

5.23.4 the recreational use of trail bikes or four wheel drive vehicles;

5.23.5 the carrying out of any works on the Site other than those required by this Agreement or by law; and

5.23.6 the carrying out of any other activities not consistent with the purposes of this Agreement.

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Extractive industry and utility installations

5.24 The Landowner must not permit, unless required by law:

5.24.1 the issue of any licence or approval for exploration, mining, extraction or production of gas, petroleum, minerals or other substances on the Site; or

5.24.2 the installation of any transmission lines or other services or works on the Site.

5.25 The Landowner must bring this Agreement to the attention of any person who notifies the Landowner that they have applied for or will be applying for a licence, approval or proposal to take an action of the kind described in clauses 5.24.1 and 5.24.2, and to any other person or body whose approval is required to take that action.

5.26 The landowner must notify the Secretary of any notification of an application for a licence, approval or proposal to take an action of the kind described in clauses 5.24.1 and 5.24.2.

6 EXCEPTIONS TO OBLIGATIONS OF THE LANDOWNER

The Landowner may be exempted from compliance with the obligations under clause 5 to the extent set out in this clause.

General exceptions

6.1 The Landowner may remove, destroy or lop any Native Vegetation on the Site to the minimum extent that any such removal, destruction or lopping is necessary:

6.1.1 to keep vegetation clear of an electric line, provided that the removal, destruction or lopping is carried out in accordance with a code of practice prepared under Part 8 of the *Electricity Safety Act 1998* (Vic);

6.1.2 to remove vegetation from an electricity supply easement in accordance with any code of practice prepared in accordance with Part 8 of the *Electricity Safety Act 1998* (Vic) in order to minimise the risk of bushfire ignition in the proximity of electric lines;

6.1.3 to mitigate an immediate risk of personal injury or damage to property;

6.1.4 as part of measures for the suppression of fire in emergency circumstances;

6.1.5 to comply with a fire prevention notice issued under:

(i) section 41 of the *Country Fire Authority Act 1958* (Vic); or

(ii) section 87 of the *Metropolitan Fire Brigades Act 1958* (Vic); and

6.1.6 to comply with a direction given under section 65 of the *Forests Act 1958* (Vic).

6.2 The Landowner must provide the Secretary with a written notice at least 7 days before removing, destroying or lopping any Native Vegetation under clauses 6.1.1 or 6.1.2.

6.3 The reference in clause 6.1.4 to measures for the suppression of fire in emergency circumstances does not include fire prevention works outside of emergency circumstances, such as planned burning or the construction of fire breaks.

Exceptions granted by the Secretary

6.4 Upon application by the Landowner, the Secretary may, in the Secretary's sole discretion, exempt a Landowner from compliance with any of the following provisions of this Agreement:

6.4.1 clause 5.7.3;

6.4.2 clause 5.8;

6.4.3 clause 5.9;

6.4.4 clause 5.10;

6.4.5 clause 5.11;

6.4.6 clause 5.12;

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6.4.7 clause 5.19;

6.4.8 clause 5.21;

6.4.9 clause 5.23; and

6.4.10 clause 5.24.

6.5 An exception granted under this clause may be conditional and applies only to the circumstances described in the exception.

7 MANAGEMENT NOTICES

7.1 Without prejudice to its rights under the *Conservation, Forests and Lands Act 1987* (Vic), the Secretary may from time to time issue in writing a Management Notice to the Landowner requiring the Landowner to carry out specified works or activities on the Site to secure compliance with this Agreement within a timeframe specified in the Management Notice.

7.2 The Landowner must at his or her own expense comply with, and carry out the requirements specified in, any Management Notice issued under clause 7.1.

7.3 A Management Notice under clause 7.1 may be issued:

7.3.1 in response to one or more statements contained in an Annual Report or a Periodic Report submitted by the Landowner under clause 9;

7.3.2 following an inspection of the Site which identifies a need to carry out works or activities to secure compliance with this Agreement; or

7.3.3 upon request by the Landowner.

7.4 Where a Management Notice has been issued under clause 7.3.1 or 7.3.2, the Secretary may withhold any payments and prevent the sale or allocation of any Native Vegetation Credits listed on the Credit Register under this Agreement until the Landowner has complied with the Management Notice.

8 COMPLIANCE WITH LAWS

The Landowner must comply with all laws and the lawful requirements of any public authority in the carrying out of this Agreement.

9 REPORTING

9.1 The Landowner covenants and agrees to submit an Annual Report to the Secretary, which sets out, among other matters:

9.1.1 progress under and compliance with the Agreement for the period since the previous Annual Report; and

9.1.2 progress under, completed actions and compliance with the Site Management Plan for the period since the previous Annual Report.

9.2 The Secretary may require the Landowner to prepare a Periodic Report after the period during which Annual Reports are required under clause 9.1 if:

9.2.1 no part of the period specified by the Secretary for a Periodic Report falls within the 10 year period during which Annual Reports are required in accordance with clause 9.1; and

9.2.2 the Secretary has not requested a Periodic Report from the Landowner more than twice in a ten year period before the date on which the Secretary requires a Periodic Report under this clause 9.2.

10 NATIVE VEGETATION CREDITS

10.1 In relation to any Native Vegetation Credit established, created, issued or otherwise recorded pursuant to this Agreement, the Landowner covenants and agrees that:

10.1.1 the value of any Native Vegetation Credit depends on market conditions;

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10.1.2 the Secretary makes no promises in relation to the likely market value of a Native Vegetation Credit or that any offer will be made to purchase a Native Vegetation Credit; and

10.1.3 once the Credit Register is amended to record that a Native Vegetation Credit has been traded to another person the Landowner cannot lay any further claim to the value of the Native Vegetation Credit.

11 INDEMNITY

11.1 The Landowner hereby indemnifies the Secretary and agrees to keep the Secretary indemnified from and against all claims, demands, loss or damage which the Secretary may suffer or sustain in respect of:

11.1.1 the death or injury to any person or loss of or damage to property which is attributable to or is the result or consequence of the Secretary's access to the Subject Land or any part of the Subject Land for the purposes of this Agreement or the works and activities for which the Secretary is responsible under the Site Management Plan except to the extent that any such loss or damage is caused by or is attributable to any negligent act or omission of the Secretary; or

11.1.2 any costs incurred by the Secretary in obtaining any remedy against the Landowner in respect of any contravention of this Agreement or the *Conservation Forests and Land Act 1987* (Vic).

11.2 The Landowner hereby acknowledges and agrees that:

11.2.1 the Secretary is not and will not at any time be construed as the employer or principal of the Landowner or any employees that the Landowner might have, for the purposes of any relevant legislation; and

11.2.2 the Landowner is solely responsible and liable for making any payments in respect of superannuation, payroll or any other tax, WorkCover levy or any similar payments in relation to any employees that the Landowner might have.

12 OBLIGATIONS OF THE SECRETARY

12.1 Upon commencement of this Agreement, the Secretary will record the value of the Available Gain as one or more Native Vegetation Credits on the Credit Register and assign that Native Vegetation Credit in favour of the Landowner.

12.2 The Secretary will maintain the Credit Register as an accurate record of all Native Vegetation Credits issued pursuant to this Agreement which shall be available to be searched by any person who may wish to purchase a Native Vegetation Credit.

12.3 The Secretary will record the sale of Native Vegetation Credits by the Landowner to another person in accordance with a Credit Trade Agreement and the rules of the Credit Register.

12.4 The Secretary will make payments into the Landowner's nominated bank account in accordance with clauses 12.7 and 12.11.

12.5 Notwithstanding clause 12.4, the Secretary will only be bound to make payments to the Landowner to the extent that:

12.5.1 Credits created pursuant to this Agreement have been purchased through the Credit Register; and

12.5.2 monies have been paid to the Secretary in return for the Credits purchased.

Payment into Department Trust Account

12.6 When the Landowner agrees to sell any Native Vegetation Credits created pursuant to this Agreement:

12.6.1 The Secretary, on receipt of the executed Credit Trade Agreement, will invoice the Purchaser of the Native Vegetation Credit for the agreed trade amount inclusive of GST.

12.6.2 The Secretary will receive payment from the Purchaser and hold it in the Department Trust Account.

First Trade in relation to the Site

12.7 Where the Landowner enters into a Credit Trade Agreement for the first time within 12 months of the Commencement Date of this Agreement, the Secretary will make the Initial Payment in Part A of the Third Schedule to the Landowner

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as soon as practicable after the execution of the Credit Trade Agreement and upon receipt of an invoice from the Landowner. The amount payable will be subject to any relevant conditions under clause 5.1.

12.8 Where the Landowner enters into a Credit Trade Agreement for the first time more than 12 months after the Commencement Date of this Agreement, the Secretary will pay to the Landowner as soon as practicable after execution of the Credit Trade Agreement, in accordance with Part A of the Third Schedule:

12.8.1 the Initial Payment;

12.8.2 the payment due in that year of the Landowner Agreement; and

12.8.3 all payments due for each preceding year of the Landowner Agreement.

12.9 All subsequent payments relating to the First Trade must be made by the Secretary, in accordance with Part A of the Third Schedule, as close as practicable to the Annual Payment Date.

12.10 Payments made by the Secretary to the Landowner under clauses 12.8 and 12.9 are subject to:

12.10.1 the Secretary being satisfied that the Landowner is compliant with this Agreement;

12.10.2 the receipt of an Annual Report from the Landowner which is satisfactory to the Secretary unless the Landowner is advised in writing by the Secretary that a Report is not required for that year;

12.10.3 any relevant conditions under clause 5.1; and

12.10.4 the Landowner submitting a correctly rendered invoice.

Second and Subsequent Trades in Relation to the Site

12.11 Where the Landowner sells any Native Vegetation Credits through a Second and Subsequent Trade, the Secretary must pay to the Landowner, as soon as practicable after execution of the Credit Trade Agreement and in accordance with Part B of the Third Schedule:

12.11.1 the payment due in that year of the Landowner Agreement; and

12.11.2 all payments due for each preceding year of the Landowner Agreement.

12.12 All subsequent payments relating to a Second and Subsequent Trade must be made by the Secretary, in accordance with Part B of the Third Schedule, as close as practicable to the Annual Payment Date.

12.13 Payments made by the Secretary to the Landowner under clauses 12.11 and 12.12 are subject to:

12.13.1 the Secretary being satisfied that the Landowner is compliant with this Agreement;

12.13.2 the receipt of an Annual Report from the Landowner which is satisfactory to the Secretary unless the Landowner is advised in writing by the Secretary that a Report is not required for that year;

12.13.3 any relevant conditions under clause 5.1; and

12.13.4 the Landowner submitting a correctly rendered invoice.

13 TRANSFER OF LAND

13.1 If title to the Subject Land is transferred from the Landowner to a Transferee, a Native Vegetation Credit created for the Site is transferred to the Transferee if that Native Vegetation Credit:

13.1.1 is held by the Landowner immediately before the transfer; and

13.1.2 has not been Allocated.

13.2 The Landowner must not trade and must not procure any other person to trade any Native Vegetation Credits created for a Site after the date on which the Landowner transfers title to the Subject Land to the Transferee.

13.3 The Landowner must immediately upon transferring title to the Subject Land to the Transferee notify the Secretary in writing of the transfer date, and the Transferee's name, address and contact details.

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13.4 The Secretary will, as soon as reasonably practicable after receiving notification under clause 13.2 make all necessary recordings on the Credit Register to transfer any unallocated Native Vegetation Credits from the name of the Landowner into the name of the Transferee.

13.5 The parties acknowledge that on and from the date that the unallocated Native Vegetation Credits are registered in the name of the Transferee, the Transferee may trade unallocated Native Vegetation Credits in accordance with this Agreement and the rules of the Credit Register.

14 MONITORING AND INVESTIGATION

14.1 The Landowner acknowledges the statutory powers of the Secretary under the *Conservation Forests and Lands Act 1987* and agrees that the Secretary and the Secretary's officers, employees, agents, contractors, invitees and licensees can upon seven days' notice and at a reasonable time enter the Site to:

14.1.1 determine whether the Landowner has complied with this Agreement or the *Conservation Forests and Lands Act 1987*;

14.1.2 verify information contained in an application for the creation of Native Vegetation Credits for the Site;

14.1.3 verify information contained in an Annual Report or Periodic Report submitted under clause 9 of this Agreement; and

14.1.4 determine whether a requirement of this Agreement has been breached or an offence against the *Conservation Forests and Lands Act 1987* has been or is being committed.

14.2 The Landowner agrees that the Secretary and the Secretary's officers, employees, agents, contractors, invitees and licensees may collect information that may be used to determine whether there has been a breach of this Agreement or the *Conservation Forests and Lands Act 1987*.

14.3 The Secretary agrees to use reasonable endeavours to minimise inconvenience to the Landowner and to leave the Site as far as reasonably possible in the condition in which it was immediately before the inspection, subject to exceptions under clause 15.2.2.

14.4 The Landowner agrees not to hinder, intimidate or obstruct an inspection of the Site carried out under clause 14.1.

15 DEFAULT

Breach by the Landowner

15.1 If the Landowner defaults or fails to perform any of its obligations under this Agreement the Secretary may without prejudice to any other remedies vary or terminate this Agreement.

15.2 Without limiting the Secretary's powers under clause 15.1 or the *Conservation Forests and Lands Act 1987*, if the Landowner fails to comply with this Agreement and as a consequence of such failure to comply, the ecological condition of the Site is degraded:

15.2.1 the Secretary may demand the immediate reimbursement of any payments previously made to the Landowner under this Agreement; and

15.2.2 the Landowner will be liable to compensate the Secretary for the reasonable cost of carrying out works to reinstate the condition of the Site to its condition prior to the relevant contravention of the Agreement, or to achieve an equivalent Available Gain in another location.

15.3 Without limiting the Secretary's powers under clause 15.1 or 15.2, if the Landowner fails to comply with this Agreement the Secretary may cancel the recording of any Native Vegetation Credit on the Credit Register, only to the extent that:

15.3.1 the Native Vegetation Credit relates to the Available Gain pursuant to this Agreement; and

15.3.2 the Native Vegetation Credit remains assigned in favour of the Landowner.

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Breach by the Secretary

15.4 If the Secretary defaults or fails to perform any of the Secretary's obligations under this Agreement the Landowner may without prejudice to any other remedies apply to the Minister to vary or terminate this Agreement.

16 Collection, use and disclosure of Information

16.1 Without limiting the Secretary or Department's other rights under the *Privacy and Data Protection Act 2014* or otherwise, the Landowner agrees that the Secretary and Department may collect, use and disclose Information concerning the Credit Owner and (where relevant) its employees and directors in accordance with the Landowner Collection Statement.

16.2 The Landowner must provide copies of the Landowner Collection Statement to any of its employees or directors who disclose any Personal Information to the Secretary, the Department, or any broker or site assessor contracted to assist with the creation or sale of Native Vegetation Credits under this Agreement.

17 TERMINATION

17.1 The Secretary may terminate this Agreement at any time by notice in writing to the Landowner if the Landowner breaches any obligations specified in clause 5 of this Agreement.

17.2 The Secretary terminates this Agreement in accordance with clause 17.1, the Secretary may, at his or her sole discretion, withhold from the Landowner any outstanding payments under this Agreement and subject to conditions under clause 15.2.

17.3 The Secretary and Landowner may terminate this Agreement at any time by mutual agreement in writing.

17.4 In the event that this Agreement is terminated, the Secretary is entitled to cancel the recording of any Native Vegetation Credit on the Credit Register.

17.5 The Secretary must, in cancelling this Agreement, apply to the Registrar of Titles to remove the record of this Agreement from any folio of the land register for land that is subject to the Agreement.

18 GENERAL

Costs

18.1 Each party shall bear that party's own legal costs in respect to the drafting, execution and stamping of this Agreement.

Service of Notices

18.2 Any notice to be served under this Agreement shall be in writing and in English and shall be sufficiently served if sent by registered post addressed to the recipient or left:

18.2.1 in the case of the Secretary, at the Secretary's service address specified in the First Schedule;

18.2.2 in the case of the Landowner, at the address of the Landowner shown in the First Schedule;

provided that any party may give notice of change of address to the other parties and the changed address so notified shall for the purpose of this clause stand in lieu of the address it replaces as from the date of its notification;

18.3 a notice sent by registered post shall be deemed to have been received on the seventh day after its posting.

Variations

18.4 This Agreement may only be varied in accordance with the *Conservation Forests and Lands Act 1987* including by agreement between the parties.

18.5 An application by the Landowner to the Secretary to vary this Agreement must be made in writing.

18.6 If a proposed variation of this Agreement has the effect of reducing the Available Gain improvement or protections for Native Vegetation provided in this Agreement, the Secretary must not vary this Agreement unless as agreed by the parties.

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18.7 No modification, variation or amendment of this Agreement agreed upon by the parties shall be of any force or effect unless such modification, variation or amendment is in writing and has been executed by all parties.

Review of decisions

18.8 The parties acknowledge that the review mechanisms under the *Conservation Forests and Lands Act 1987* apply to this Agreement.

18.9 Without limiting the scope of the review mechanisms under the *Conservation Forests and Lands Act 1987*, if there is a dispute or difference between the parties arising out of or in connection with this Agreement, the parties agree that within five business days of a party notifying the other party in writing, a senior representative from each party must meet and use all reasonable endeavours acting in good faith to resolve the dispute or disagreement by joint discussions.

18.10 If the parties cannot reach agreement after following the procedure in clause 18.9, the parties agree to follow the review mechanisms set out in section 76 of the *Conservation Forests and Lands Act 1987*.

No waiver

18.11 Any time or other indulgences granted by the Secretary to the Landowner or any other variation of the terms and conditions of this Agreement or any judgment or order by the Secretary against the Landowner will not in any way amount to a waiver of any rights or remedies of the Secretary in relation to the terms of this Agreement.

Severability

18.12 If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

Governing Law

18.13 This Agreement shall be subject to and construed in accordance with the laws of the State of Victoria.

19 GST

Recovery of GST

19.1 If GST is payable, or notionally payable, on a supply made under or in connection with this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the ***GST Amount***). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 10 days of the receipt of a tax invoice. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.

Liability net of GST

19.2 Where any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

Adjustment events

19.3 If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.

Survival

19.4 This clause will not merge upon completion and will continue to apply after expiration or termination of this Agreement.

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Definitions

19.5 Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the *A New tax System (Goods and Services Tax) Act 1999* (Cth)) have the same meaning in this clause.

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First Schedule AGREEMENT DETAILS

Date of Commencement of Agreement: 1st day of MAY 2019

Secretary's Service Address

Name (or) Title of Office	The Secretary Department of Environment, Land, Water and Planning
Address	Level 2 – 8 Nicholson Street, EAST MELBOURNE VICTORIA 3002
Telephone / Mobile	(03) 9637 8721

The Landowner

Name of Landowners	Bleak House Pty Ltd
Mailing Address	4970 Princess Highway BIRREGURRA VICTORIA 3242
Contact name of person who should receive correspondence	James and Claire Dennis

Details of land within which the Agreement applies

Property name	Bleak House 435 McDonnells Road, Birregurra
Property Address	435 McDonnells Road OMBERSLEY VICTORIA 3241

Description of the Subject Land to which the Agreement applies

Site: CW_CFL-3044_02 Site 1 and Site 2

Part of the land in Certificates of title set out on the Attached Plan

Volume	Folio	Parish	Area
8600	564	Turkeeth	32.00 ha
8866	517		
Allotment Lot 7 and 9 on Title Plan 845466A			

Landowner Agreement Fee: $14,812.60 (GST inclusive)

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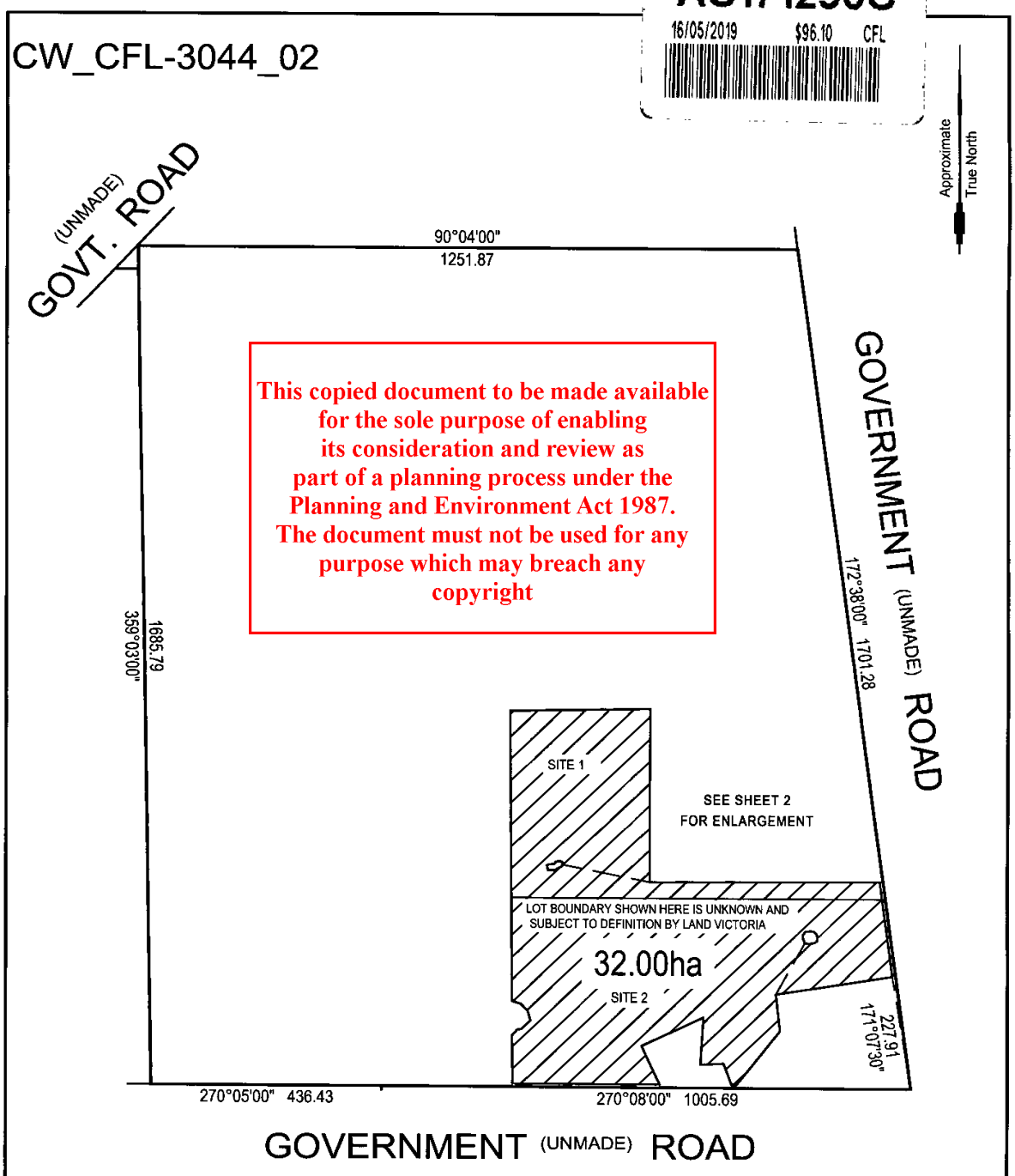

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ORIGINAL SHEET SIZE: A4	12683-02_CW_CFL-3044_02-02.dwg	SHEET 1 OF 2
SCALE 1:10000 — 100 0 100 200 300 — LENGTHS ARE IN METRES	PLAN FOR AGREEMENT PURSUANT TO s.69 CONSERVATION FORESTS & LANDS ACT 1987	
LEGEND: CW_CFL-3044_02	Prepared by TGM Group 1315 Sturt Street Ballarat	PARISH: TURKEETH CROWN ALLOTMENT: 97, 95(PT) LAST PLAN REFERENCE: Lot 7 & 9 TP 845466A TITLE REFERENCE: Vol. 8600 Fol. 564 TITLE REFERENCE: Vol. 8866 Fol. 517

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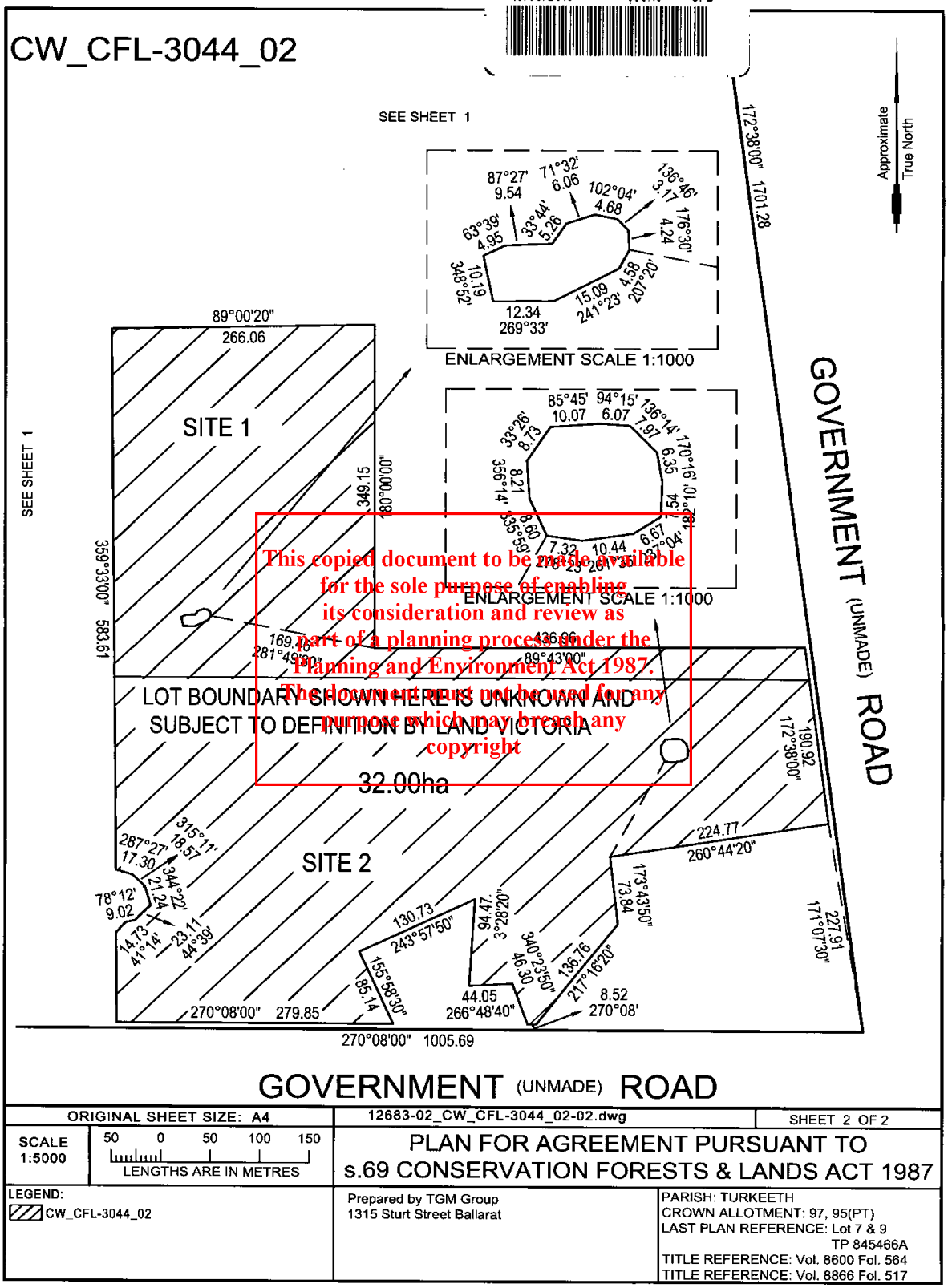

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ORIGINAL SHEET SIZE: A4	12683-02_CW_CFL-3044_02-02.dwg	SHEET 2 OF 2
SCALE 1:5000 — 50 0 50 100 150 — LENGTHS ARE IN METRES	PLAN FOR AGREEMENT PURSUANT TO s.69 CONSERVATION FORESTS & LANDS ACT 1987	
LEGEND: CW_CFL-3044_02	Prepared by TGM Group 1315 Sturt Street Ballarat	PARISH: TURKEETH CROWN ALLOTMENT: 97, 95(PT) LAST PLAN REFERENCE: Lot 7 & 9 TP 845466A TITLE REFERENCE: Vol. 8600 Fol. 564 TITLE REFERENCE: Vol. 8866 Fol. 517

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Second Schedule MANAGEMENT PLAN

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MANAGEMENT PLAN FOR CREDIT APPLICATIONS

Remnant patch

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MANAGEMENT PLAN 1

Credit Site Details

Address of credit site	435 McDonnells Road, Ombersley
Land tenure	Freehold
Assessor details	
Site assessor	Robyn Neville
Assessment date	17/10/2017
Credit details	
Credit identifier	CW_CFL-3044_02
Number of sites(s)	2
Number of zone(s)	7
Total area of sites (ha)	32.0004 ha
Asset type	Protection of remnant vegetation

Zone details							
Asset Type *	RP; MNES	RP; MNES	RP; MNES	RP; MNES	RP; MNES	RP; MNES	RP; MNES
Zone number	01A	01B	01C	01D	02A	02B	02C
Zone area (ha)	0.6511	9.4154	0.2564	1.1470	0.0260	20.3082	0.1963

*Asset type: RP = Remnant Patch, MNES = Matters of National Environmental Significance (Striped Legless Lizard *Delmar impar*, and Natural Temperate Grassland of the Victorian Volcanic Plain)

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Zone Plan
CW_CFL-3044_02 Site 01, 02

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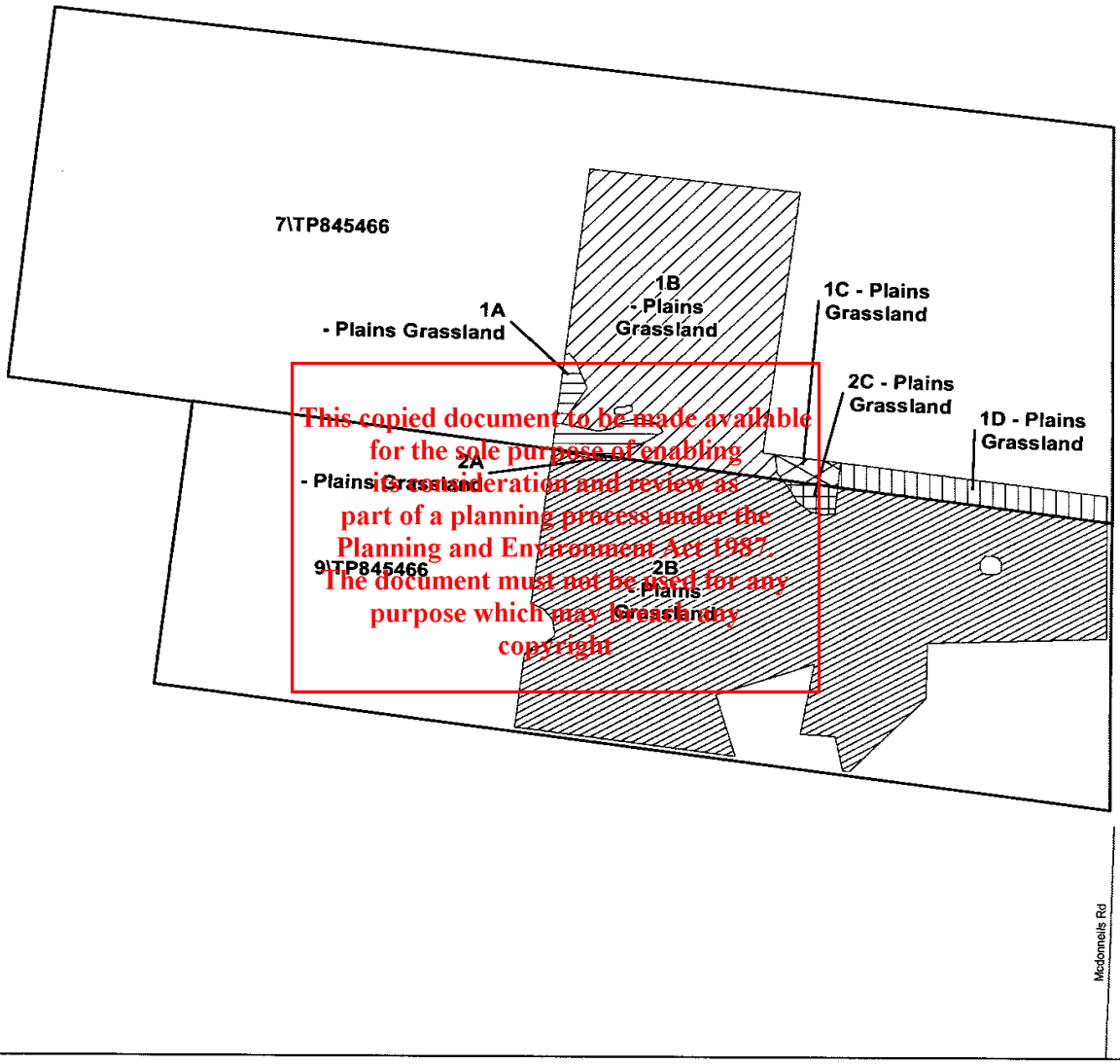

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Habitat Zones

1A	1D
1B	2A
1C	2B
	2C

N

0 95 190
Metres

ecology & heritage partners

Management zones are delineated by areas of different vegetation types (EVCs) and vegetation quality.

Data sourced from Ecology and Heritage Partners fieldwork and Victorian Government (VicMap) base data.

Map prepared by Ecology & Heritage Partners 25/09/2018 melstey

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Landowner's ongoing management commitments

This Management Plan has been prepared to, in part, address condition 5(iii) of the approval under the EPBC Act (EPBC 2015/7486), specifically, the Management Plan has been prepared to provide securement of a covenant over the site.

As outlined within the monitoring and reporting section of this management plan, additional actions (outside that specified within this Management Plan) are required to address relevant conditions of the EPBC Act approval. Specifically, additional monitoring and reporting to the Commonwealth Department of Environment and Energy, as outlined under the Ecology and Heritage Partners 2018 - Offset Management Plan:435 McDonnells Road Ombersley (Birregurra), Victoria (EPBC 2015/7486).

From the commencement of the agreement, the landowner agrees to undertake the following management commitments in perpetuity:

Ongoing management commitments	
Zone(s)	Commitment
All	• eliminate all woody weeds < 1 % cover • reduce weed cover below the current level • monitor for any new and emerging weeds and eliminate to < 1% cover • control rabbits • control all high threats • undertake periodic biomass management at agreed timing/frequency • monitor annual weed cover. If proportion of annual weeds ≥ 25 percent of the total vegetative cover, control by strategic grazing

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AS171290C
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10 year management commitments

The landowner agrees to undertake the following additional management commitments for a period of 10 years from the commencement of the agreement:

Fencing

Permanent stock-proof fencing is already present around the boundary of the broader property, and as such, it is not currently proposed to erect additional fencing around Sites 1 and 2.

Under this agreement, stock (sheep) are permitted into all Zones of Sites 1 and 2 for control of herbaceous/grassy weeds, with the timing of permitted entry specified in this management plan under the management commitment 'biomass management/ strategic grazing'. At all other times stock must be excluded from the Zones of the site.

If an additional threat arises within the property outside the site (e.g. significant rabbit populations, uncontrolled grazing with stock within the broader property), immediately erect a fence around the perimeter of the site according to the standards detailed in BushBroker Information Sheet 12 - Standards for Management – Fencing.

Posts marking the boundary of the site will be set up to clearly identify the area for monitoring and management purposes. Posts must be located in between tussocks of perennial native grass to ensure impacts to native vegetation are minimised.

Table 1: Fencing method and timing

Site(s)	Method	Location for fencing and length	Timing
All Sites	Maintain fencing around boundary of all sites in good condition according to the standards detailed in information sheet 12 * Standards for Management – Fencing. Conduct yearly monitoring to ensure all fencing meets the required standard.	Entire boundary around all sites where fencing exists or is required	Ongoing
All Sites	Erect posts marking the perimeter of the site to clearly identify the area for management and monitoring purposes.	Boundary of the site	Within 3 months of commencement of the agreement
All Sites	If a threat arises, erect an additional fence around the perimeter of all zones according to the standards detailed in information sheet 12 * Standards for Management – Fencing.	In between identified threat and the site	Immediately on identification of threat
All Sites	Conduct yearly monitoring to ensure all fencing meets the required standard.	All sites where fencing exists or is required	Ongoing

**DEPI 2013, BushBroker information sheet 12 – Standards for management – fencing. Department of Environment and Primary Industries, East Melbourne.*

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16/05/2019 $96.10 CFL

Woody weeds

Elimination of all woody weeds

No woody weeds were identified on site during the site assessment.

New and emerging woody weeds

Monitoring for new and emerging woody weeds should be conducted throughout the year for the term of the agreement, and any new and emerging woody weeds eliminated.

Refer to BushBroker Information Sheet 8* - Standards for Management – Weeds.
**DEPI 2013, BushBroker information sheet 8 – Standards for management – weeds. Department of Environment and Primary Industries, East Melbourne.*

Table 2: Woody weeds to be eliminated – method and timing

Common name	Scientific name	Zone(s)	Method	Timing
		All	Monitor for and eliminate all new and emerging woody weeds	Ongoing

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Herbaceous weeds

Control of all herbaceous weeds:

Reduce weed cover below current levels. Weeds listed in Table 3 were found on site. These weeds should be monitored each year to ensure their cover is reduced. These weeds should be controlled using the methods outlined in Table 3. Treat weeds before the plant has flowered and set seed. Indigenous plants should not be impacted during treatment.

Refer to BushBroker Information Sheet 8 - Standards for Management – Weeds.

New and emerging herbaceous weeds

Monitoring for new and emerging herbaceous weeds should be conducted throughout the year for the term of the agreement, and any new and emerging weeds eliminated.

Refer to BushBroker Information Sheet 8 - Standards for Management – Weeds.

Table 3: Herbaceous weeds to be controlled – method and timing

Common name	Scientific name	High Threat	Zone(s)	Method	Timing
Bearded Oat	*Avena barbata*	No	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Spot-Spray – October – January; Graze – January – October
Brown-top Bent	*Agrostis capillaris*	Yes	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Spot-Spray – October – January; Graze – January – October
Buck's-horn Plantain	*Plantago coronopus*	No	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Hand chip and spot spray.	Spring / Summer
Cape weed	*Arctotheca calendula*	Yes	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Hand chip and spot spray.	Spring / Summer
Cat's Ear	*Hypochaeris radicata*	No	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide.	Spring / Summer
Chickweed	*Stellaria media*	No	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide.	Spring / Summer
Couch	*Cynodon dactylon*	Yes	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Spot-Spray – October – January; Graze – January – October
Hair Grass	*Aira* spp.	No	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Spot-Spray – October – January; Graze – January – October

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AS171290C
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Common name	Scientific name	High Threat	Zone(s)	Method	Timing
Hare's-foot Clover	*Trifolium arvense*	No	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide.	Spring / Summer
Hop Clover	*Trifolium campestre* var. *campestre*	No	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide.	Spring / Summer
Large Quaking-grass	*Briza major*	No	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Spot-Spray – October – January; Graze – January – October
Onion Grass	*Romulea rosea*	No	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide.	Spring / Summer
Ox-tongue	*Helminthotheca echioides*	No	1-A, 1-C, 2-A, 2-C	Targeted spot spraying with appropriate herbicide.	Spring / Summer
Perennial Rye-grass	*Lolium perenne*	Yes	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Spot-Spray – October – January; Graze – January – October
Ribwort	*Plantago lanceolata*	No	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Hand chip and spot spray.	Spring / Summer
Salsify	*Tragopogon porrifolius* subsp. *porrifolius*	No	1-A, 1-C, 2-A, 2-C	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Spot-Spray – October – January; Graze – January – October
Sheep Sorrel	*Acetosella vulgaris*	No	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide.	Spring / Summer
Smooth Cat's-ear	*Hypochaeris glabra*	No	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide.	Spring / Summer
Soft Brome	*Bromus hordeaceus*	No	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Spot-Spray – October – January; Graze – January – October
Spear Thistle	*Cirsium vulgare*	Yes	1-A, 1-C, 2-A, 2-C	Hand chip and spot spray.	Spring / Summer
Squirrel-tail Fescue	*Vulpia bromoides*	No	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Spot-Spray – October – January; Graze – January – October
Sweet Vernal-grass	*Anthoxanthum odoratum*	Yes	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Spot-Spray – October – January; Graze – January – October
Toowoomba Canary-grass	*Phalaris aquatica*	Yes	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Spot-Spray – October – January; Graze – January – October

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AS171290C
16/05/2019 $96.10 CFL

Common name	Scientific name	High Threat	Zone(s)	Method	Timing
Yorkshire Fog	*Holcus lanatus*	Yes	1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Spot-Spray – October – January; Graze – January – October

Table 4: Total cover of herbaceous weeds in the Zone

Zone(s)	Total cover of all herbaceous and grassy weeds (%) (including high threat herbaceous and grassy weeds)
1-A, 1-C, 2-A, 2-C	24%
1-B, 1-D, 2-B	20%

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AS171290C
16/05/2019 $96.10 CFL

Pest animals

The *Catchment and Land Protection Act 1994* lists rabbits and foxes as established pest animals and requires that all landowners take reasonable steps to prevent the spread of, and as far as possible eradicate, established pest animals on their land.

Rabbits should be monitored and controlled throughout the year. If rabbit activity is detected on the site use an integrated approach in accordance with BushBroker Information Sheet 7* - Standards of Management - Rabbits, which would involve fumigation, hand collapsing of burrows and baiting. Remove any carcasses to prevent poisoning of native predators.
**DEPI 2013, BushBroker Information Sheet 7 – Standards for Management – Rabbits. Department of Environment and Primary Industries, East Melbourne.*

Foxes are a threat to native fauna and should be controlled if found on your property. Fox dens where present are required to be destroyed through fumigation and hand collapse.

Remove rubbish. Disperse artificial piles of logs and rocks that may be used as harbour by pest animals. Do not remove indigenous plants, fallen logs or rocks from the site.

Continue to monitor and control rabbits and foxes all year round as well as any new and emerging pest animals.

Table 5: Pest animals to be controlled – species, method and timing

Zone(s)	Common name	Method	Timing
All Zones	Rabbits	Baiting. When baiting collect and dispose of carcasses to prevent poisoning of native predators.	Ongoing
All Zones	Rabbits & Foxes	Fumigation and collapse of rabbit burrows and fox dens if identified. Remove or disperse surface harbour.	Ongoing
All Zones	New & Emerging pest animals	Monitor and control	Ongoing

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AS171290C
16/05/2019 $96.10 CFL

Biomass management for high rainfall plains grassland

Biomass control or reduction is essential for the maintenance of native flora and fauna values. In particular, although Striped Legless Lizard *Delmar impar* is naturally found in grassy habitats, the species requires relatively open structured grassland with inter-tussock spaces and the closure of inter tussock space from a lack of fire or grazing may reduce the areas available for occupancy within the site.

Grazing and burning should aim to maintain approximately 20% to 40% cover of bare ground or inter-tussock space to allow sufficient space for recruitment of herbs and grasses.

Ecological Burning

In order to avoid adversely impacting Striped Legless Lizard, it is crucial that any prescribed burns are low-intensity and patchy. Furthermore, prescribed burns should be conducted in mid-late autumn (April-May) to avoid the active breeding season of the species (September – March), and also the flight season of Golden Sun Moth *Synemon plana* (November – January) which is known to occur within the broader area.

Biomass management is also required to maintain inter-tussock spaces and prevent excessive competition of grassland forbs. Where there is a sustained build up in ground cover biomass over any one year that results in a reduction of inter grass tussock space to an average of less than 30%, biomass will need to be actively reduced.

In general, the most appropriate time to burn is autumn and winter when the weather is mild, most native plants have dropped seed, and Striped Legless Lizards are likely to be inactive within soil cracks or beneath rocks (thus protecting individuals from the fire).

The extent of all fires must be recorded, including planned burns and wildfires. The burn plan must incorporate the following principals (Table 6):

- Burn widths of no more than 60 metres wide, to allow movement of Striped Legless Lizards into adjacent unburnt areas following a burn;
- Minimisation of risks to life and property (e.g. wind direction for burning to avoid smoke over public roads);
- Measures to minimise impacts to biodiversity, including use of mown fire breaks, minimising disturbance/compaction by vehicles;
- A fire frequency of no greater than once every 5 years will be implemented for any one area across the site; and,
- Prescribed fire can only be implemented when conditions are dry enough and open soil cracks are present and outside of the Victorian Declared Fire Danger Period.

Table 6: Biomass management - method and timing

Zone(s)	Method	Timing
All Zones	Ecological burning	No more than once every 5 years – Burn between April – May.

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AS171290C
16/05/2019 $96.10 CFL

Strategic grazing for annual weed control in other grassland vegetation

Prior to the creation of conservation sites within the broader property, unrestricted grazing by sheep occurred on the land. Since the creation of several conservation sites within the larger property, the incorporation of managed pulse grazing as a feature to manage biomass and control herbaceous/grassy weeds has resulted in a high diversity and cover of native grasses and forbs being maintained. As such, it is considered that the existing pulse grazing regime applied by the landowners is a reliable and conservative action that can be used to maintain and enhance the existing ecological values present within the site.

Grazing will be undertaken in a controlled manner (Table 7). Grazing of domestic stock will be restricted to the use of sheep. Grazing by other domestic stock including but not restricted to cattle, goats and horses are to be excluded from the site by this plan. Grazing is considered to be a necessary management action to be undertaken, particularly when the cover of annual weeds is equal to or exceeds 25% of the total vegetative cover at the site.

The landowner will keep records of the number of sheep and duration of grazing within the site. This data will be included in the annual auditing reports prepared for the site.

Grazing will occur over a short duration and exceed the standard stocking rate to prevent selective grazing within the site. The maximum length of continuous grazing is four weeks with at least two weeks rest between cycles.

Weed management objectives are a mean minimum vegetation height of 10cm is to be maintained, with inter-tussock space to be maintained to at least 30%. Overall, the total vegetation cover will not fall below 70%. At least three pulse grazing cycles will occur within the grazing period, one of which will occur immediately prior to the exclusion period.

The only exception to requirements specified for pulse grazing is if an ecological burn is planned in the autumn of the relevant year. In this instance a fire management plan will inform when grazing will be removed to allow for a build-up in overall biomass to establish a successful ecological burn.

The landowners use the same flock of sheep for pulse grazing, with these sheep only grazed within and adjacent to the property. As such, there is minimal risk that weed seed will be introduced to the site from outside the property. Therefore, it is not considered a necessity to regularly shear sheep to mitigate against weed invasion.

Stock transfer into the site will be timed to minimize the potential for weed seed transport via mud (i.e. stock movements into the site will be excluded within two days of rainfall). Following any high rainfall events, stock will be removed immediately to mitigate the risk of soil pugging.

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AS171290C
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Table 7: Strategic grazing for annual weed control - method and timing

Zone(s)	Method	Timing
All Zones	Period where grazing by domestic stock is not permitted	1st October to 31st January annually in perpetuity; and, during extremely wet periods where there is a risk of moderate to high levels of ground disturbance.
All Zones	Pulse grazing cycles required	3 (minimum)
All Zones	Grazing required prior to exclusion period	Two weeks between 1st June and 31st July (timing depending on soil moisture conditions)
All Zones	Minimum rest from grazing between pulse grazing events	2 weeks
All Zones	Maximum continuous pulse grazing event	4 weeks
All Zones	Weed management thresholds	minimum height of 10 cm; total vegetation cover of no less 70%
All Zones	Target inter-tussock space	Minimum of 30% of total cover

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AS171290C
16/05/2019 $96.10 CFL

Corrective Actions and Contingency Measures

The goal of the management program is to achieve a state where the site is self-sustaining as far as possible. It is desirable that the management actions undertaken for pest plant control and biomass reduction compliment the requirements to enhance Striped Legless Lizard habitat.

Should habitat monitoring detect a decline in the quality of Striped Legless Lizard habitat, then corrective actions and contingency measures will need to be implemented. Triggers for action and appropriate responses are detailed below (Table 8). Habitat monitoring will be undertaken annually during September.

Table 8: Striped Legless Lizard habitat variables, trigger levels for action and appropriate responses.

Habitat variable	Ideal level	Trigger level for action	Response
Native tussock grass cover	50%	<30%	Plant native tussock grasses/disperse native grass seed using locally sourced native grasses, specifically Spear grasses *Austrostipa* spp. Wallaby grasses and *Rytidosperma* spp., e.g. Common Wallaby-grass *Rytidosperma caespitosum*
Introduced grass cover	<15%	>25%	Remove weeds and/or controlled grazing/burning
Bare ground	25%	<5%	Removal of exotic vegetation and/or controlled grazing/burning
		>50%	Plant native tussock grasses/disperse native grass seed

If the percentage of introduced grass cover becomes too high, or percentage of bare ground exposed rock or inter-tussock spacing too low, then removal of vegetation will be required and/or implementation of controlled grazing or burning. If any changes are required in the landowners' view to the biomass and weed control strategy outlined within this plan, a revised biomass and weed control strategy must be approved by the State Department of Environment, Land, Water and Planning and the Commonwealth Department for Environment and Energy.

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AS171290C
16/05/2019 $96.10 CFL

Monitoring and Reporting

This Landowner Agreement requires the landowner to submit a report annually for each year of the ten years of this management plan and thereafter at the reasonable request of the Secretary. Reports are to be submitted at least 2 months prior to the anniversary date of the execution of the agreement to allow time for compliance to be assessed before the anniversary date.

The Annual Report addresses progress against the commitments set out in this agreement. Annual Reports should provide enough detail in the form of written comments and supporting evidence that an assessor can easily determine the completion of/progress against the commitments for each zone.

In addition to requirements outlined within this Management Plan, the landowner is also required to undertake monitoring and submit reports, as outlined under the Ecology and Heritage Partners 2018 - Offset Management Plan:435 McDonnells Road Ombersley (Birregurra), Victoria (EPBC 2015/7486), to the Commonwealth Department of Environment and Energy.

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Table 9: Management Actions Table

Year from Commencement: Years 1 - 10

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
Fencing				
All Zones	Erect posts marking the perimeter of the site to clearly identify the area for management and monitoring purposes.	Table 1	Within 3 months of commencement of the agreement	Clearly identify the boundary of the site for management and monitoring purposes.
All Zones	No threats to the site currently exist; if a threat arises, erect a fence immediately around the entire boundary of the site.	Table 1	Immediately on identification of threat	Erect fencing to DELWP fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing.
All Zones	Maintain fencing in good condition around the broader site where fencing exists or when fencing is installed around the site. Conduct yearly monitoring to ensure all fencing meets the required standard.	Table 1	Ongoing	Maintain fencing to DELWP fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing.
Woody Weeds				
All	Eliminate all new & emerging woody weeds.	n/a	Ongoing	<1% cover of all woody weeds at the end of Year 10.
Herbaceous Weeds				
All	Monitor for and control all herbaceous and grassy weeds by undertaking targeted weed control. Refer to Table 3 for a list of herbaceous weeds, their control methods and timing of actions.	Tables 3 & 4	Refer to Table 3	Reduction in cover below the cover listed in Table 4 for each Zone for all herbaceous and grassy weeds. Minimise off-target damage (avoid all native plants).
All	Monitor for and eliminate all new and emerging herbaceous weeds by undertaking targeted weed control.	n/a	Ongoing	<1% cover of all new and emerging herbaceous weeds at the end of Year 10
Pest Animals				
All	Monitor for and control rabbits and foxes. Refer to Table 5 for a list of control methods and timing of actions.	Table 5	Refer to Table 5	No surface disturbance within the credit site. No active rabbit warrens to be present. No active fox dens to be present. No rubbish. Minimal artificial piles of logs and rocks.
All	Monitor for and control all new and emerging pest animals.	n/a	Ongoing	Control numbers of any new & emerging pest animals.

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Year from Commencement: Years 1 - 10

Zone(s)	Management Action Description	Reference Table for action	Timing	Standard to be achieved
Biomass Management for high rainfall plains grassland				
All	Conduct ecological burns to maintain a suitable condition of inter-grass tussock space. Refer to section 'Biomass Management for High Rainfall Plains Grassland' for a list of considerations to be included in a burn plan and Table 6 for timing of actions.	Table 6	No more than once every 5 years	Low-intensity and patchy burns between April – May. Sufficient bare ground (approximately 20% to 40% cover) maintained to maintain space for recruitment of herbs and grasses. No loss of native plant diversity as a result of burning regimes. Burn widths of no more than 60 metres wide.
All	Conduct pulse grazing where annual weed cover is equal to, or greater than 25% of the total vegetative cover, and where conditions permit. Refer to Table 7 for a list of pulse grazing considerations and timing.	Table 7	Table 7	Considered appropriate where annual weed cover is equal to, or greater than 25% of the total vegetative cover. A minimum vegetation height of 10cm is to be maintained. Inter-tussock space to be maintained to at least 30%. A total vegetation cover of equal to, or greater than 70%.
Annual reporting				
All	Prepare and submit an annual report	n/a	Submit at least 2 months prior to agreement anniversary date	Annual report is signed, dated and submitted by the landowner at least 2 months prior to the anniversary date of the agreement Report provides enough detail in the form of written comments and supporting evidence that an assessor can easily determine the completion of / progress against the commitments for each zone Obligations of the landowner (compliance with section 6 of the Landowner Agreement) have been met and the obligations form is read, signed, dated and submitted with the annual report

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AS171290C
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Third Schedule SECRETARY'S COMMITMENT

Schedule of payments: Remnant Vegetation

CW_CFL-3044_02 – **Sites 1 and 2, Zones 1A, 1B, 1C, 1D, 2A, 2B and 2C.**

(A) Payments following the First Trade in relation to the Site

Year of the Landowner Agreement	Payment due
Initial Payment *	25% of the value of the First Trade.
First Year	10% of the value of the First Trade.
Second Year	5% of the value of the First Trade.
Third Year	10% of the value of the First Trade.
Fourth Year	10% of the value of the First Trade.
Fifth Year	5% of the value of the First Trade.
Sixth Year	5% of the value of the First Trade.
Seventh Year	10% of the value of the First Trade.
Eighth Year	5% of the value of the First Trade.
Ninth Year	5% of the value of the First Trade.
Tenth Year	10% of the value of the First Trade.

* Timing of the Initial Payment is set out in clauses 12.7 and 12.8 of this Agreement.

(B) Payments in relation to Second and Subsequent Trades

Year of the Landowner Agreement	Payment due
First Year	35% of the value of the Second and Subsequent Trades.
Second Year	5% of the value of the Second and Subsequent Trades.
Third Year	10% of the value of Second and Subsequent Trades.
Fourth Year	10% of the value of the Second and Subsequent Trades.
Fifth Year	5% of the value of the Second and Subsequent Trades.
Sixth Year	5% of the value of the Second and Subsequent Trades.
Seventh Year	10% of the value of the Second and Subsequent Trades.
Eighth Year	5% of the value of the Second and Subsequent Trades.
Ninth Year	5% of the value of the Second and Subsequent Trades.
Tenth Year	10% of the value of the Second and Subsequent Trades.

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Fourth Schedule LANDOWNER COLLECTION STATEMENT

The Department and Secretary (we) collect your personal information (including your name and contact details) when you or a company of which you are an employee or director enquires about entering into an agreement to create Native Vegetation Credits (*Landowner Agreement*). We collect the information you provide to us and may also collect information about you from searches of public registers, other departments and authorities of the State of Victoria, and brokers or site assessors you engage in relation to entering into a Landowner Agreement.

We use your personal information to:

1 administer the Credit Register;

2 negotiate and administer this Agreement with you or a company of which you are a director or employee;

3 provide information in relation to the Subject Land, to brokers or site assessors engaged by you;

4 record Native Vegetation Credits on the Credit Register, including the Landowner's name, the location of the Subject Land and the name and contact details of the Landowner's employees or directors;

5 record any encumbrance in relation to the Native Vegetation Credits relating to the Subject Land on the Victorian Land Titles Register;

6 facilitate payments in relation to the Native Vegetation Credits in accordance with this Agreement;

7 monitor compliance by the Landowner with the terms of this Agreement and to enforce compliance with those agreements by the Landowner;

8 publish, whether on the internet or otherwise, all such information as is necessary to comply with the requirements of the contracts publishing system; and

9 as otherwise required or authorised by or under law.

We may disclose your personal information to:

1 potential purchasers of Native Vegetation Credits;

2 brokers or site assessors that you have engaged, for the purpose of providing services to you;

3 the Victorian Auditor General;

4 persons to whom the Department is required to disclose information under the *Freedom of Information Act 1982* (Vic);

5 IT Service providers engaged by the Department in relation to the Credit Register;

6 persons engaged by the Department to investigate compliance with this Agreement; and

7 the Victorian Auditor-General, if requested by the Auditor-General.

Your personal information may be disclosed and stored outside Victoria and Australia, including storage on cloud storage platforms and systems maintained by email service providers.

The Department may disclose to any person (including by publishing such information in a manner publicly available) the characteristics of the Native Vegetation Credits sold or the price at which the Native Vegetation Credits were sold, for any purpose including (without limitation) advertising or marketing other Native Vegetation Credits for sale or any program for the sale of Native Vegetation Credits. Any such disclosure will not disclose your name or contact details or the street address or title details of the land to which any relevant Native Vegetation Credit relates.

If you do not provide any of the information requested of you then you or the company of which you are an employee or director may not be able to enter into this Agreement.

You have a right to access any personal information held about you by the Secretary and the Department and brokers or site assessors. Sometimes there may be a reason why access will not be possible or refused.

In relation to any record of your personal information held by the Secretary, Department, brokers or site assessors, you can contact the Department's privacy manager at the details available here: http://delwp.vic.gov.au/privacy.

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Executed as a Deed

The Official Seal of the **Secretary to**
the Department of Environment, Land, Water and Planning,
a body corporate established under the
Conservation Forests and Lands Act 1987 was affixed

SEAL OF THE SECRETARY TO THE DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING

on: 01 / May / ~~2018~~ 2019

by: ..... (signature)

James Todd ..... (print)

James Todd, Acting Executive Director, Biodiversity
pursuant to an instrument of delegation
dated 5th September 2016.

Executed by Bleak House Pty Ltd ACN 159 342 891
in accordance with Section 127 of the Corporations Act 2001

sign here ► ..... Signature

print name James Edgar Richard Dennis
Director

Address 4970 Princes Highway Birregurra Vic 3242

sign here ► ..... Signature

print name Claire Dennis
Director

Address 4970 Princes Highway Birregurra Vic 3242

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Application for recording of an agreement under
Section 72 Conservation
Forests & Lands Act 1987

Lodged by Department of Environment, Land, Water and Planning

Name: Angela Robb
Phone: (03) 9637 8653
Address: Level 1, 8 Nicholson Street, East Melbourne
Customer Code: 14354H

The Secretary to the Department of Environment, Land, Water and Planning applies for a recording of an agreement made under Section 69 of the Conservation Forests & Lands Act 1987 in relation to the land.

Land: - Being part of the land at Lot 2, Lot 4 and Lot 6 on Title Plan TP845466A, Parish of Turkeeth, and being part of the land in Volume 08866, Folio 517 and Volume 08600, Folio 564, and being the land hatched on the plan in the First Schedule to the Agreement.

Name of party to agreement: Bleak House Pty Ltd of 4970 Princes Highway, Birregurra, Victoria.

Date of Agreement: 12 January 2020

The Agreement is expressed to be binding on the land owners successors in title.

Date: 23 January 2020

Signature: Angela Robb
Signed by Angela Robb, Project Officer, Native Vegetation Regulation, on behalf of the Secretary to the Department of Environment Land Water and Planning.

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LANDOWNER AGREEMENT

VC_CFL-3087_01

BETWEEN

THE SECRETARY TO THE DEPARTMENT OF

ENVIRONMENT, LAND, WATER AND PLANNING
(***Secretary***)

- and -

Bleak House Pty Ltd
(***Landowner***)

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INTRODUCTION 1
1 DEFINITIONS 2
2 INTERPRETATION 4
3 COMMENCEMENT OF THIS AGREEMENT 5
4 LANDOWNER'S SUCCESSORS TO BE BOUND 5
5 OBLIGATIONS OF THE LANDOWNER 5
6 EXCEPTIONS TO OBLIGATIONS OF THE LANDOWNER 8
7 MANAGEMENT NOTICES 9
8 COMPLIANCE WITH LAWS 9
9 REPORTING 9
10 NATIVE VEGETATION CREDITS 9
11 INDEMNITY 10
12 OBLIGATIONS OF THE SECRETARY 10
13 TRANSFER OF LAND 11
14 MONITORING AND INVESTIGATION 12
15 DEFAULT 12
16 COLLECTION, USE AND DISCLOSURE OF INFORMATION 13
17 TERMINATION 13
18 GENERAL 13
19 GST 14
FIRST SCHEDULE AGREEMENT DETAILS 16
SECOND SCHEDULE MANAGEMENT PLAN 18
THIRD SCHEDULE SECRETARY'S COMMITMENT 20
FOURTH SCHEDULE LANDOWNER COLLECTION STATEMENT 21
FIFTH SCHEDULE LANDOWNER ACKNOWLEDGEMENT: DECISION TO INCLUDE OR EXCLUDE 6 METRE SETBACK FROM PARCEL BOUNDARIES 22

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Landowner Agreement

This Agreement is made on the 12th day of JANUARY 2020 between the Landowner specified in the First Schedule and the Secretary to the Department of Environment, Land, Water and Planning of the State of Victoria in respect of the Subject Land.

INTRODUCTION

1 Native vegetation is described in Clause 72 of the Victoria Planning Provisions as *plants that are indigenous to Victoria, including trees, shrubs, herbs and grasses.*

2 Offsets for Native Vegetation removal may be required in order to comply with regulatory requirements, permits or approvals in Victoria, including the requirements of Victorian planning schemes and the *Planning & Environment Act 1987* (Vic). Permits issued under clause 52.16 or 52.17 of a Planning Scheme may require Offsets of the appropriate quantity (amount of gain) and attributes to be provided for Native Vegetation removal.

3 The Credit Register, maintained by the Department, records the ownership, trading and use of Native Vegetation Credits in Victoria. The Credit Register sets minimum standards for the establishment of credit sites and undertakes quality assurance to provide certainty that all Native Vegetation Credits meet minimum requirements for site eligibility, permanence and additionality, and are suitable as Offsets.

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4 The Credit Register has developed a series of standard agreements to provide a consistent contractual framework for parties to establish and trade Native Vegetation Credits. These agreements include this Agreement; a Site Assessor Agreement between the Secretary and a Site Assessor; a Credit Trade Agreement between a Credit Owner (typically the Landowner) and a purchaser (with or without a Broker); a Broker Agreement between the Secretary and a Broker confirming a Broker's ability to act in a brokering capacity; an Over the Counter Credit Owner Agreement between a Credit Owner and a Broker.

5 This Agreement is made pursuant to Part 8 of the *Conservation, Forests and Lands Act 1987* (Vic). The Secretary and the Landowner have agreed to enter into this Agreement in order to protect and improve the extent and quality of Native Vegetation on the Site on an ongoing basis. This Agreement provides for a ten year Site Management Plan designed to improve the condition of the Site and to protect the Site in perpetuity.

6 The Landowner agrees to manage the Site in accordance with the Site Management Plan and to permit the Secretary to have access to the Subject Land for the purposes of evaluating the Site Management Plan and the Landowner's management of the Site.

7 The Landowner acknowledges that the purpose of this Agreement is to achieve the Management Commitments in order to improve the condition of Native Vegetation on the Site on an ongoing basis, and, in particular, to:

(a) conserve and enhance wildlife habitat on the Site;

(b) enhance the ecological significance of the Native Vegetation on the Site;

(c) improve the bushland and trees on the Site; and

(d) protect natural features on the site including rock formations, watercourses, lakes, ponds, marshes and other bodies of water on the Site.

8 The Landowner also acknowledges that this Agreement can be used to secure the right to trade Native Vegetation Credits via the Credit Register. The Landowner and the Secretary may execute other agreements which allow Native Vegetation Credits created by this Agreement (which remain unsold) to be sold to other persons via the Credit Register.

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IT IS AGREED:

1 DEFINITIONS

Allocated in relation to a Native Vegetation Credit means that the Native Vegetation Credit has been attributed to a particular offset condition in order to satisfy requirements under a regulatory permit, approval, consent or authorisation for a philanthropic purpose, after which it cannot be sold or used for another purpose.

Agreed Price means the amount payable by a person who purchases Native Vegetation Credits under a Credit Trade Agreement.

Agreement means this Landowner Agreement and includes the schedules and any annexure to it or documents incorporated by reference.

Annual Report means a report provided to the Secretary within one year of the date of execution of this Agreement and prior to each anniversary of that date for each year thereafter for a period of ten years, in accordance with clause 9.

Annual Payment Date means the anniversary of the date of commencement on which the annual payment is due, continuing for the first 10 years of this agreement.

Available Gain means the estimated gain from security and management in the extent or condition of Native Vegetation on the Site as assessed by or on behalf of the Secretary in accordance with Department's Gain Scoring Manual and as recorded on the Credit Register as Credits.

Biodiversity Assessment Guidelines means the *Permitted clearing of Native Vegetation - Biodiversity assessment guidelines* dated September 2013

Business Day means a day which is not a Saturday, Sunday or a public holiday (being a public holiday appointed as such under the Public Holidays Act 1993 (Vic)) in Victoria.

Commencement Date means the date of commencement of this Agreement specified in the First Schedule.

Commonwealth Privacy Act means the *Privacy Act 1988* (Cth), including the Australian Privacy Principles under that Act.

Credit Owner means the legal entity recorded as the owner of the specified Native Vegetation Credits on the Credit Register.

Credit Owner Agreement means the agreement executed by the Credit Owner and a person who has agreed to act as a broker under a broker agreement with the Department.

Credit Register means the Native Vegetation Credit Register, administered by the Registrar under the direction of the Secretary and any successor to it, which records all Native Vegetation Credits, ownership details of Native Vegetation Credits and whether they are allocated or unallocated.

Credit Trade Agreement means the agreement between the Landowner and a purchaser or the Landowner, a purchaser and a broker, which allows Native Vegetation Credits created pursuant to this Agreement to be sold via the Credit Register.

Department means the Department of Environment, Land, Water and Planning or its successor.

Department Trust Account means the bank account in which the Secretary holds funds from the sale of Native Vegetation Credits by the Landowner. The funds are held in trust for payments to the Landowner in accordance with this Agreement.

Department Website means the Native Vegetation Credit Register section of the website of the Department.

Domestic or Feral Animal means any animal that is not native fauna or livestock.

Establishment of a Weed means the stage of the weed's development at which it is able to reproduce.

EVC means an Ecological Vegetation Class as defined in the Guidelines.

First Trade means the first Credit Trade Agreement executed by the Landowner and a purchaser in respect of any Native Vegetation Credits created pursuant to this Agreement.

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Gain Scoring Manual means the *Native Vegetation Gain Scoring Manual Version 2* dated December 2017, as varied from time to time, a copy of which is available from the website administered on behalf of the Secretary, which at commencement is <(www.delwp.vic.gov.au)>.

Guidelines means the *Guidelines for the removal, destruction or lopping of native vegetation* dated December 2017, as varied from time to time, a copy of which is available from the website administered on behalf of the Secretary, which at Commencement is <(www.delwp.vic.gov.au)>.

Habitat Zone means a habitat zone described in the Second Schedule.

Information means information, including Personal Information, relating to Landowners (or their directors and employees) which the State or the Department receives or has access to under this Agreement.

Initial Payment means the amount set out in Part A of the Third Schedule.

Landowner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession.

Landowner Collection Statement means the statement set out in the Fourth Schedule.

Landowner Agreement Fee means the amount payable to DELWP in accordance with clause 5.1 and set out in the First Schedule.

Management Action means the works and other requirements to be carried out by the Landowner as specified in the Site Management Plan under the Second Schedule.

Management Commitment means the outcomes for the improved quality and extent of Native Vegetation on the Site to be achieved by the Landowner carrying out the Management Actions.

Management Notice means a notice issued under clause 7 of this Agreement.

Minister has the same meaning as in the *Conservation, Forests and Lands Act 1987* (Vic).

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Native Vegetation has the same meaning as in the Guidelines.

Native Vegetation Credit means a Unit listed on the Credit Register which may be unallocated and therefore available for sale, or allocated as an Offset, subject to the Rules.

New Recruit has the same meaning as in the NV Framework.

NV Framework means the *Native Vegetation Management - A Framework for Action* dated August 2002.

Offset has the same meaning as in the Guidelines 2017, Guidelines 2013 or the NV Framework, as appropriate.

Parties means the Landowner and the Secretary.

Periodic Report means an additional report requested by the Secretary from time to time which relates to a specified period for the purpose of demonstrating compliance with the Agreement, including the Site Management Plan.

Personal Information means any information which is 'personal information' under the *Victorian Privacy Act 2000* or the *Commonwealth Privacy Act 1988*.

Planning Scheme means a planning scheme made under the *Planning and Environment Act 1987* (Vic) which applies to the Subject Land from time to time.

Regionally Prohibited Weed or **Regionally Controlled Weed** have the same meaning as in the *Catchment and Land Protection Act 1994* (Vic).

Revegetation means any Native Vegetation established within the Site in accordance with the Second Schedule.

Rules means the Native Vegetation Credit Register business rules, as amended from time to time and available from the Department at nativevegetation.offsetregister@delwp.vic.gov.au.

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Second and Subsequent Trade means the sale of Native Vegetation Credits created pursuant to this Agreement by the Landowner under a Credit Trade Agreement that is executed with a purchase at a time after the First Trade.

Secretary has the same meaning as in the *Conservation, Forests and Lands Act 1987* (Vic), and, where the context requires, includes the Secretary's officers, employees, agents, contractors, invitees and licensees.

Site means that part of the Subject Land upon which the Site Management Plan is to be carried out as specified in the First Schedule.

Site Assessor means a person contracted by the Department to assess the Site for Available Gain and to assist with the development, review or update of the Site Management Plan pursuant to a Native Vegetation Credit Register Site Assessor Agreement.

Site Management Plan means the plan detailing the Management Actions to be carried out for a period of ten years and ongoing as specified in the Second Schedule and according to the timeframes specified for the purposes of achieving the Management Commitments.

Specific Biodiversity Equivalence Unit has the same meaning as set out in the Guidelines.

State means the Crown in right of the State of Victoria.

Subject Land means all those parcels of land containing the Site as identified in the First Schedule.

Supplementary Planting means any Native Vegetation (overstorey and/or understorey plants) established within a native vegetation patch Habitat Zone in accordance with the Second Schedule.

Transferee means a person to whom title to the Subject Land is transferred by the landowner upon a change of ownership, as recorded on a certificate of title for the Subject Land.

Unit means:

- General Habitat Unit (GHU) or Species Habitat Unit (SHU) as defined in the Guidelines 2017; or
- General Biodiversity Equivalence Unit (also GBEU), Specific Biodiversity Equivalence Unit (also SBEU) as defined in the Guidelines 2013; or
- Habitat Hectare, Medium Old Tree, Large Old Tree, Very Large Old Tree, New Recruit as defined in the NV Framework, as appropriate.

Victorian Privacy Act means the *Privacy and Data Protection Act 2014* (Vic), including the Information Privacy Principles under that Act.

2 INTERPRETATION

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes a reference to each other gender;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 if a party consists of more than one person this Agreement binds them jointly and each of them severally;

2.5 a term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Guidelines, or the NV Framework, it has the meaning as in the Guidelines, the *Conservation, Forests and Lands Act 1987*, or the NV Framework, as appropriate;

2.6 a reference to an Act, Regulation or a Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme;

2.7 the Introduction to this Agreement forms part of this Agreement;

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2.8 in this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as their definition in that Act. Except as otherwise provided in this Agreement, all consideration payable under this Agreement in relation to any supply is exclusive of GST;

2.9 a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form but excludes a communication by electronic mail;

2.10 a reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;

2.11 a *month* means a calendar month;

2.12 a reference to *dollars* or *$* is to Australian currency; and

2.13 a Site Management Plan may expressly provide for the Landowner to carry out any activity that would otherwise contravene clauses 5.8, 5.9, 5.10, 5.19 and 5.21.

3 COMMENCEMENT OF THIS AGREEMENT

This Agreement commences on the Commencement Date.

4 LANDOWNER'S SUCCESSORS TO BE BOUND

The Landowner agrees that this Agreement binds the Landowner and the Landowner's successors in title, and that section 72 of the *Conservation, Forests and Lands Act 1987* (Vic) as amended from time to time applies in perpetuity.

5 OBLIGATIONS OF THE LANDOWNER

Landowner Agreement

5.1 The Landowner agrees to pay the Landowner Agreement Fee set out in the First Schedule to the Secretary within 12 months of the Commencement Date.

5.2 The Landowner agrees to comply with the terms of this Agreement and the Site Management Plan, which forms part of this Agreement.

5.3 The Landowner acknowledges and agrees that it has had the opportunity to obtain independent legal advice in respect of entering this Agreement.

Management of the Site

In relation to the Site, the Landowner covenants and agrees:

5.4 to complete the Management Actions for the purpose of achieving the Management Commitments, to the standards required by the Site Management Plan and to the satisfaction of the Secretary, regardless of whether all Native Vegetation Credits have been sold to other people. Where the Landowner has completed the Management Actions specified in the Site Management Plan to the satisfaction of the Secretary, but a Management Commitment is not achieved for reasons out of the control of the Landowner, the Secretary will not withhold any payment to the Landowner;

5.5 to allow the Secretary and the Secretary's officers, employees, agents, contractors, invitees and licensees access to, and entry onto the Site in accordance with this Agreement or the *Conservation Forests and Land Act 1987*; and

5.6 to undertake the works required to implement the Site Management Plan in compliance with all relevant laws, regulations and statutes, including subordinate instruments and authorisation.

Protection of Native Vegetation

5.7 The Landowner must:

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5.7.1 not cause or consent to the removal, destruction, lopping or any other interference with any Native Vegetation on the Site;

5.7.2 take all reasonable steps to ensure that no Native Vegetation on the Site is removed, destroyed, lopped or otherwise interfered with; and

5.7.3 subject to clause 6.4, not apply for, or consent to an application for, a permit under the *Planning and Environment Act 1987* (Vic) to remove, destroy or lop Native Vegetation on the Site.

Protection of other habitat

5.8 Subject to clauses 2.13 and 6.4, the Landowner must:

5.8.1 not cause or consent to the removal or interference with any rocks or fallen vegetation on the Site; and

5.8.2 take all reasonable steps to ensure that no rock or fallen vegetation on the Site is removed or interfered with.

Exclusion of livestock

5.9 Subject to clauses 2.13 and 6.4, and except as provided for in any Management Notice under clause 7, the Landowner must:

5.9.1 not cause or consent to the introduction of any livestock on the Site; and

5.9.2 take all reasonable steps to ensure that no livestock enter or remain on the Site.

Introduction of animals other than livestock

5.10 Subject to clauses 2.13, 5.11 and 6.4, the Landowner must:

5.10.1 not bring, or consent to the bringing of, any Domestic Animal onto the Site; and

5.10.2 take all reasonable steps to exclude any Domestic Animal that enters onto the Site.

5.11 The Landowner may bring domestic dogs on to the Site provided that any dogs so brought are under the immediate control of the Landowner or another person authorised by the Landowner at all times.

Installation or upgrade of fencing

5.12 This clause applies if the Site is adjacent to any land from which any stock or person (whether or not the person is in a vehicle):

5.12.1 has ready access to the Site;

5.12.2 is reasonably likely to have ready access to the Site; or

5.12.3 becomes reasonably likely to have ready access to the Site.

5.13 If clause 5.12 applies, the Landowner must, subject to clause 6.4, ensure that there is adequate fencing and gates between the land and the Site so as to protect the Site from being readily accessible by stock or persons.

5.14 Subject to clause 6.4, any works required under clause 5.13 must be carried out:

5.14.1 in the case of a site to which clauses 5.12.1 or 5.12.2 apply at the Commencement of this Agreement, within three months of the Commencement Date of this Agreement or at any earlier time specified in the Site Management Plan; or

5.14.2 in any other case, within three months of any change in circumstance that creates a reasonable likelihood of any stock or person having ready access to the Site for the purposes of clause 5.12.3, or at any earlier time specified by the Secretary by written notice to the Landowner.

Maintenance of fencing

5.15 Subject to clause 6.4, the Landowner must maintain any fencing required by clause 5.10.2 or clause 5.13 in good repair and condition at all times.

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Statutory pest management obligations

5.16 From the Commencement Date of this Agreement and on an ongoing basis, the Landowner must, in relation to the Site, ensure compliance with:

5.16.1 the requirement to prevent the growth and spread of Regionally Controlled Weeds under section 20(1)(e) of *the Catchment and Land Protection Act 1994* (Vic);

5.16.2 the requirement to prevent the spread of, and as far as possible, eliminate established pest animals under section 20(1)(f) of the *Catchment and Land Protection Act 1994* (Vic); and

5.16.3 the requirement to eradicate Regionally Prohibited Weeds under section 20(1)(d) of the *Catchment and Land Protection Act 1994* (Vic).

Weeds identified in Site Management Plan

5.17 The Landowner must, to the extent specified in the Site Management Plan, eradicate or prevent the growth and spread of any Weed or other plant as specified in the Site Management Plan.

Application of fertiliser

5.18 The Landowner must:

5.18.1 not apply any fertiliser to any part of the Site;

5.18.2 not consent to the application of any fertiliser to any part of the Site; and

5.18.3 take all reasonable steps to ensure that fertiliser is not applied to any part of the Site.

Buildings and structures

5.19 Subject to clauses 2.13, 6.4 and 5.20, the Landowner must:

5.19.1 not erect or place any building or structure on the Site; and

5.19.2 take all reasonable steps to ensure that no building or structure is placed on the Site by any other person.

5.20 The Landowner may erect temporary structures on the Site as part of any grazing of livestock authorised under the Site Management Plan, consent under clause 6.4 or Management Notice under clause 7.

Alterations to the natural state of water bodies

5.21 Subject to clauses 2.13 and 6.4, the Landowner must not cause or consent to, and must take all reasonable steps to avoid any occurrence of, any act which alters the natural state of, or the flow, supply, quantity or quality of, any body of water on to or from the Site.

Rubbish and other materials

5.22 The Landowner must not cause or consent to, and must take all reasonable steps to avoid, the dumping of any rubbish or the storage of any materials on the Site.

Further restrictions on using the land

5.23 Subject to clause 6.4, the Landowner must not cause or consent to any of the following, and must take all reasonable steps to ensure that the following do not occur on the Site:

5.23.1 the removal, introduction or disturbance of any soil, rocks or other minerals or the construction of dams or modification of existing dams;

5.23.2 subdivision;

5.23.3 the operation of any trade, industry or business;

5.23.4 the recreational use of trail bikes or four wheel drive vehicles;

5.23.5 the carrying out of any works on the Site other than those required by this Agreement or by law; and

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5.23.6 the carrying out of any other activities not consistent with the purposes of this Agreement.

Extractive industry and utility installations

5.24 The Landowner must not permit, unless required by law:

5.24.1 the issue of any licence or approval for exploration, mining, extraction or production of gas, petroleum, minerals or other substances on the Site; or

5.24.2 the installation of any transmission lines or other services or works on the Site.

5.25 The Landowner must bring this Agreement to the attention of any person who notifies the Landowner that they have applied for or will be applying for a licence, approval or proposal to take an action of the kind described in clauses 5.24.1 and 5.24.2, and to any other person or body whose approval is required to take that action.

5.26 The landowner must notify the Secretary of any notification of an application for a licence, approval or proposal to take an action of the kind described in clauses 5.24.1 and 5.24.2.

6 EXCEPTIONS TO OBLIGATIONS OF THE LANDOWNER

The Landowner may be exempted from compliance with the obligations under clause 5 to the extent set out in this clause.

General exceptions

6.1 The Landowner may remove, destroy or lop any Native Vegetation on the Site to the minimum extent that any such removal, destruction or lopping is necessary:

6.1.1 to keep vegetation clear of an electric line, provided that the removal, destruction or lopping is carried out in accordance with a code of practice prepared under Part 8 of the *Electricity Safety Act 1998* (Vic);

6.1.2 to remove vegetation from an electricity supply easement in accordance with any code of practice prepared in accordance with Part 8 of the *Electricity Safety Act 1998* (Vic) in order to minimise the risk of bushfire ignition in the proximity of electric lines;

6.1.3 to mitigate an immediate risk of personal injury or damage to property;

6.1.4 as part of measures for the suppression of fire in emergency circumstances;

6.1.5 to comply with a fire prevention notice issued under:

(i) section 41 of the *Country Fire Authority Act 1958* (Vic); or

(ii) section 87 of the *Metropolitan Fire Brigades Act 1958* (Vic); and

6.1.6 to comply with a direction given under section 65 of the *Forests Act 1958* (Vic).

6.2 The Landowner must provide the Secretary with a written notice at least 7 days before removing, destroying or lopping any Native Vegetation under clauses 6.1.1 or 6.1.2.

6.3 The reference in clause 6.1.4 to measures for the suppression of fire in emergency circumstances does not include fire prevention works outside of emergency circumstances, such as planned burning or the construction of fire breaks.

Exceptions granted by the Secretary

6.4 Upon application by the Landowner, the Secretary may, in the Secretary's sole discretion, exempt a Landowner from compliance with any of the following provisions of this Agreement:

6.4.1 clause 5.7.3;

6.4.2 clause 5.8;

6.4.3 clause 5.9;

6.4.4 clause 5.10;

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6.4.5 clause 5.11;

6.4.6 clause 5.12;

6.4.7 clause 5.19;

6.4.8 clause 5.21;

6.4.9 clause 5.23; and

6.4.10 clause 5.24.

6.5 An exception granted under this clause may be conditional and applies only to the circumstances described in the exception.

7 MANAGEMENT NOTICES

7.1 Without prejudice to its rights under the *Conservation, Forests and Lands Act 1987* (Vic), the Secretary may from time to time issue in writing a Management Notice to the Landowner requiring the Landowner to carry out specified works or activities on the Site to secure compliance with this Agreement within a timeframe specified in the Management Notice.

7.2 The Landowner must at his or her own expense comply with, and carry out the requirements specified in, any Management Notice issued under clause 7.1.

7.3 A Management Notice under clause 7.1 may be issued:

7.3.1 in response to one or more statements contained in an Annual Report or a Periodic Report submitted by the Landowner under clause 9;

7.3.2 following an inspection of the Site which identifies a need to carry out works or activities to secure compliance with this Agreement; or

7.3.3 upon request by the Landowner.

7.4 Where a Management Notice has been issued under clause 7.3.1 or 7.3.2, the Secretary may withhold any payments and prevent the sale or allocation of any Native Vegetation Credits listed on the Credit Register under this Agreement until the Landowner has complied with the Management Notice.

8 COMPLIANCE WITH LAWS

The Landowner must comply with all laws and the lawful requirements of any public authority in the carrying out of this Agreement.

9 REPORTING

9.1 The Landowner covenants and agrees to submit an Annual Report to the Secretary, which sets out, among other matters:

9.1.1 progress under and compliance with the Agreement for the period since the previous Annual Report; and

9.1.2 progress under, completed actions and compliance with the Site Management Plan for the period since the previous Annual Report.

9.2 The Secretary may require the Landowner to prepare a Periodic Report after the period during which Annual Reports are required under clause 9.1 if:

9.2.1 no part of the period specified by the Secretary for a Periodic Report falls within the 10 year period during which Annual Reports are required in accordance with clause 9.1; and

9.2.2 the Secretary has not requested a Periodic Report from the Landowner more than twice in a ten year period before the date on which the Secretary requires a Periodic Report under this clause 9.2.

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10 NATIVE VEGETATION CREDITS

10.1 In relation to any Native Vegetation Credit established, created, issued or otherwise recorded pursuant to this Agreement, the Landowner covenants and agrees that:

10.1.1 the value of any Native Vegetation Credit depends on market conditions;

10.1.2 the Secretary makes no promises in relation to the likely market value of a Native Vegetation Credit or that any offer will be made to purchase a Native Vegetation Credit; and

10.1.3 once the Credit Register is amended to record that a Native Vegetation Credit has been traded to another person the Landowner cannot lay any further claim to the value of the Native Vegetation Credit.

11 INDEMNITY

11.1 The Landowner hereby indemnifies the Secretary and agrees to keep the Secretary indemnified from and against all claims, demands, loss or damage which the Secretary may suffer or sustain in respect of:

11.1.1 the death or injury to any person or loss of or damage to property which is attributable to or is the result or consequence of the Secretary's access to the Subject Land or any part of the Subject Land for the purposes of this Agreement or the works and activities for which the Secretary is responsible under the Site Management Plan except to the extent that any such loss or damage is caused by or is attributable to any negligent act or omission of the Secretary; or

11.1.2 any costs incurred by the Secretary in obtaining any remedy against the Landowner in respect of any contravention of this Agreement or the *Conservation Forests and Land Act 1987* (Vic).

11.2 The Landowner hereby acknowledges and agrees that:

11.2.1 the Secretary is not and will not at any time be construed as the employer or principal of the Landowner or any employees that the Landowner might have, for the purposes of any relevant legislation; and

11.2.2 the Landowner is solely responsible and liable for making any payments in respect of superannuation, payroll or any other tax, WorkCover levy or any similar payments in relation to any employees that the Landowner might have.

12 OBLIGATIONS OF THE SECRETARY

12.1 Upon commencement of this Agreement, the Secretary will record the value of the Available Gain as one or more Native Vegetation Credits on the Credit Register and assign that Native Vegetation Credit in favour of the Landowner.

12.2 The Secretary will maintain the Credit Register as an accurate record of all Native Vegetation Credits issued pursuant to this Agreement which shall be available to be searched by any person who may wish to purchase a Native Vegetation Credit.

12.3 The Secretary will record the sale of Native Vegetation Credits by the Landowner to another person in accordance with a Credit Trade Agreement and the rules of the Credit Register.

12.4 The Secretary will make payments into the Landowner's nominated bank account in accordance with clauses 12.7 and 12.11.

12.5 Notwithstanding clause 12.4, the Secretary will only be bound to make payments to the Landowner to the extent that:

12.5.1 Credits created pursuant to this Agreement have been purchased through the Credit Register; and

12.5.2 monies have been paid to the Secretary in return for the Credits purchased.

Payment into Department Trust Account

12.6 When the Landowner agrees to sell any Native Vegetation Credits created pursuant to this Agreement:

12.6.1 The Secretary, on receipt of the executed Credit Trade Agreement, will invoice the Purchaser of the Native Vegetation Credit for the agreed trade amount inclusive of GST.

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12.6.2 The Secretary will receive payment from the Purchaser and hold it in the Department Trust Account.

First Trade in relation to the Site

12.7 Where the Landowner enters into a Credit Trade Agreement for the first time within 12 months of the Commencement Date of this Agreement, the Secretary will make the Initial Payment in Part A of the Third Schedule to the Landowner as soon as practicable after the execution of the Credit Trade Agreement and upon receipt of an invoice from the Landowner. The amount payable will be subject to any relevant conditions under clause 5.1.

12.8 Where the Landowner enters into a Credit Trade Agreement for the first time more than 12 months after the Commencement Date of this Agreement, the Secretary will pay to the Landowner as soon as practicable after execution of the Credit Trade Agreement, in accordance with Part A of the Third Schedule:

12.8.1 the Initial Payment;

12.8.2 the payment due in that year of the Landowner Agreement; and

12.8.3 all payments due for each preceding year of the Landowner Agreement.

12.9 All subsequent payments relating to the First Trade must be made by the Secretary, in accordance with Part A of the Third Schedule, as close as practicable to the Annual Payment Date.

12.10 Payments made by the Secretary to the Landowner under clauses 12.8 and 12.9 are subject to:

12.10.1 the Secretary being satisfied that the Landowner is compliant with this Agreement;

12.10.2 the receipt of an Annual Report from the Landowner which is satisfactory to the Secretary unless the Landowner is advised in writing by the Secretary that a Report is not required for that year;

12.10.3 any relevant conditions under clause 5.1; and

12.10.4 the Landowner submitting a correctly rendered invoice.

Second and Subsequent Trades in Relation to the Site

12.11 Where the Landowner sells any Native Vegetation Credits through a Second and Subsequent Trade, the Secretary must pay to the Landowner, as soon as practicable after execution of the Credit Trade Agreement and in accordance with Part B of the Third Schedule:

12.11.1 the payment due in that year of the Landowner Agreement; and

12.11.2 all payments due for each preceding year of the Landowner Agreement.

12.12 All subsequent payments relating to a Second and Subsequent Trade must be made by the Secretary, in accordance with Part B of the Third Schedule, as close as practicable to the Annual Payment Date.

12.13 Payments made by the Secretary to the Landowner under clauses 12.11 and 12.12 are subject to:

12.13.1 the Secretary being satisfied that the Landowner is compliant with this Agreement;

12.13.2 the receipt of an Annual Report from the Landowner which is satisfactory to the Secretary unless the Landowner is advised in writing by the Secretary that a Report is not required for that year;

12.13.3 any relevant conditions under clause 5.1; and

12.13.4 the Landowner submitting a correctly rendered invoice.

13 TRANSFER OF LAND

13.1 If title to the Subject Land is transferred from the Landowner to a Transferee, a Native Vegetation Credit created for the Site is transferred to the Transferee if that Native Vegetation Credit:

13.1.1 is held by the Landowner immediately before the transfer; and

13.1.2 has not been Allocated.

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13.2 The Landowner must not trade and must not procure any other person to trade any Native Vegetation Credits created for a Site after the date on which the Landowner transfers title to the Subject Land to the Transferee.

13.3 The Landowner must immediately upon transferring title to the Subject Land to the Transferee notify the Secretary in writing of the transfer date, and the Transferee's name, address and contact details.

13.4 The Secretary will, as soon as reasonably practicable after receiving notification under clause 13.2 make all necessary recordings on the Credit Register to transfer any unallocated Native Vegetation Credits from the name of the Landowner into the name of the Transferee.

13.5 The parties acknowledge that on and from the date that the unallocated Native Vegetation Credits are registered in the name of the Transferee, the Transferee may trade unallocated Native Vegetation Credits in accordance with this Agreement and the rules of the Credit Register.

14 MONITORING AND INVESTIGATION

14.1 The Landowner acknowledges the statutory powers of the Secretary under the *Conservation Forests and Lands Act 1987* and agrees that the Secretary and the Secretary's officers, employees, agents, contractors, invitees and licensees can upon seven days' notice and at a reasonable time enter the Site to:

14.1.1 determine whether the Landowner has complied with this Agreement or the *Conservation Forests and Lands Act 1987*;

14.1.2 verify information contained in an application for the creation of Native Vegetation Credits for the Site;

14.1.3 verify information contained in an Annual Report or Periodic Report submitted under clause 9 of this Agreement; and

14.1.4 determine whether a requirement of this Agreement has been breached or an offence against the *Conservation Forests and Lands Act 1987* has been or is being committed.

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14.2 The Landowner agrees that the Secretary and the Secretary's officers, employees, agents, contractors, invitees and licensees may collect information that may be used to determine whether there has been a breach of this Agreement or the *Conservation Forests and Lands Act 1987*.

14.3 The Secretary agrees to use reasonable endeavours to minimise inconvenience to the Landowner and to leave the Site as far as reasonably possible in the condition in which it was immediately before the inspection, subject to exceptions under clause 15.2.2.

14.4 The Landowner agrees not to hinder, intimidate or obstruct an inspection of the Site carried out under clause 14.1.

15 DEFAULT

Breach by the Landowner

15.1 If the Landowner defaults or fails to perform any of its obligations under this Agreement the Secretary may without prejudice to any other remedies vary or terminate this Agreement.

15.2 Without limiting the Secretary's powers under clause 15.1 or the *Conservation Forests and Lands Act 1987*, if the Landowner fails to comply with this Agreement and as a consequence of such failure to comply, the ecological condition of the Site is degraded:

15.2.1 the Secretary may demand the immediate reimbursement of any payments previously made to the Landowner under this Agreement; and

15.2.2 the Landowner will be liable to compensate the Secretary for the reasonable cost of carrying out works to reinstate the condition of the Site to its condition prior to the relevant contravention of the Agreement, or to achieve an equivalent Available Gain in another location.

15.3 Without limiting the Secretary's powers under clause 15.1 or 15.2, if the Landowner fails to comply with this Agreement the Secretary may cancel the recording of any Native Vegetation Credit on the Credit Register, only to the extent that:

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15.3.1 the Native Vegetation Credit relates to the Available Gain pursuant to this Agreement; and

15.3.2 the Native Vegetation Credit remains assigned in favour of the Landowner.

Breach by the Secretary

15.4 If the Secretary defaults or fails to perform any of the Secretary's obligations under this Agreement the Landowner may without prejudice to any other remedies apply to the Minister to vary or terminate this Agreement.

16 Collection, use and disclosure of Information

16.1 Without limiting the Secretary or Department's other rights under the *Privacy and Data Protection Act 2014* or otherwise, the Landowner agrees that the Secretary and Department may collect, use and disclose Information concerning the Credit Owner and (where relevant) its employees and directors in accordance with the Landowner Collection Statement.

16.2 The Landowner must provide copies of the Landowner Collection Statement to any of its employees or directors who disclose any Personal Information to the Secretary, the Department, or any broker or site assessor contracted to assist with the creation or sale of Native Vegetation Credits under this Agreement.

17 TERMINATION

17.1 The Secretary may terminate this Agreement at any time by notice in writing to the Landowner if the Landowner breaches any obligations specified in clause 5 of this Agreement.

17.2 The Secretary terminates this Agreement in accordance with clause 17.1, the Secretary may, at his or her sole discretion, withhold from the Landowner any outstanding payments under this Agreement and subject to conditions under clause 15.2.

17.3 The Secretary and Landowner may terminate this Agreement at any time by mutual agreement in writing.

17.4 In the event that this Agreement is terminated, the Secretary is entitled to cancel the recording of any Native Vegetation Credit on the Credit Register.

17.5 The Secretary must, in cancelling this Agreement, apply to the Registrar of Titles to remove the record of this Agreement from any folio of the land register for land that is subject to the Agreement.

18 GENERAL

Costs

18.1 Each party shall bear that party's own legal costs in respect to the drafting, execution and stamping of this Agreement.

Service of Notices

18.2 Any notice to be served under this Agreement shall be in writing and in English and shall be sufficiently served if sent by registered post addressed to the recipient or left:

18.2.1 in the case of the Secretary, at the Secretary's service address specified in the First Schedule;

18.2.2 in the case of the Landowner, at the address of the Landowner shown in the First Schedule;

provided that any party may give notice of change of address to the other parties and the changed address so notified shall for the purpose of this clause stand in lieu of the address it replaces as from the date of its notification;

18.3 a notice sent by registered post shall be deemed to have been received on the seventh day after its posting.

Variations

18.4 This Agreement may only be varied in accordance with the *Conservation Forests and Lands Act 1987* including by agreement between the parties.

18.5 An application by the Landowner to the Secretary to vary this Agreement must be made in writing.

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18.6 If a proposed variation of this Agreement has the effect of reducing the Available Gain improvement or protections for Native Vegetation provided in this Agreement, the Secretary must not vary this Agreement unless as agreed by the parties.

18.7 No modification, variation or amendment of this Agreement agreed upon by the parties shall be of any force or effect unless such modification, variation or amendment is in writing and has been executed by all parties.

Review of decisions

18.8 The parties acknowledge that the review mechanisms under the *Conservation Forests and Lands Act 1987* apply to this Agreement.

18.9 Without limiting the scope of the review mechanisms under the *Conservation Forests and Lands Act 1987*, if there is a dispute or difference between the parties arising out of or in connection with this Agreement, the parties agree that within five business days of a party notifying the other party in writing, a senior representative from each party must meet and use all reasonable endeavours acting in good faith to resolve the dispute or disagreement by joint discussions.

18.10 If the parties cannot reach agreement after following the procedure in clause 18.9, the parties agree to follow the review mechanisms set out in section 76 of the *Conservation Forests and Lands Act 1987*.

No waiver

18.11 Any time or other indulgences granted by the Secretary to the Landowner or any other variation of the terms and conditions of this Agreement or any judgment or order by the Secretary against the Landowner will not in any way amount to a waiver of any rights or remedies of the Secretary in relation to the terms of this Agreement.

Severability

18.12 If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

Governing Law

18.13 This Agreement shall be subject to and construed in accordance with the laws of the State of Victoria.

19 GST

Recovery of GST

19.1 If GST is payable, or notionally payable, on a supply made under or in connection with this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the ***GST Amount***). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 10 days of the receipt of a tax invoice. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.

Liability net of GST

19.2 Where any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

Adjustment events

19.3 If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.

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Survival

19.4 This clause will not merge upon completion and will continue to apply after expiration or termination of this Agreement.

Definitions

19.5 Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the *A New tax System (Goods and Services Tax) Act 1999* (Cth)) have the same meaning in this clause.

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First Schedule AGREEMENT DETAILS

Date of Commencement of Agreement: 12th day of JANUARY 2020 ~~2019~~

Secretary's Service Address

Name (or) Title of Office	The Secretary Department of Environment, Land, Water and Planning
Address	Level 2 – 8 Nicholson Street, EAST MELBOURNE VICTORIA 3002
Telephone / Mobile	(03) 9637 8721

The Landowner

Name of Landowners	Bleak House Pty Ltd
Mailing Address	4970 Princess Highway BIRREGURRA VICTORIA 3242
Contact name of person who should receive correspondence	James and Claire Dennis

Details of land within which the Agreement applies

Property name	Bleak House 435 McDonnells Road, Birregurra
Property Address	435 McDonnells Road OMBERSLEY VICTORIA 3241

Description of the Subject Land to which the Agreement applies

Site: VC_CFL-3087_01 Sites 1A, 2A, and 3A

Part of the land in Certificates of title set out on the Attached Plan

Volume	Folio	Parish	Area
08866	517	Turkeeth	26.98 ha
08600	564		
Allotment Lot 2, 4, and 6 on Title Plan TP 845466A			

Landowner Agreement Fee: $14,812.60 (GST Inclusive)

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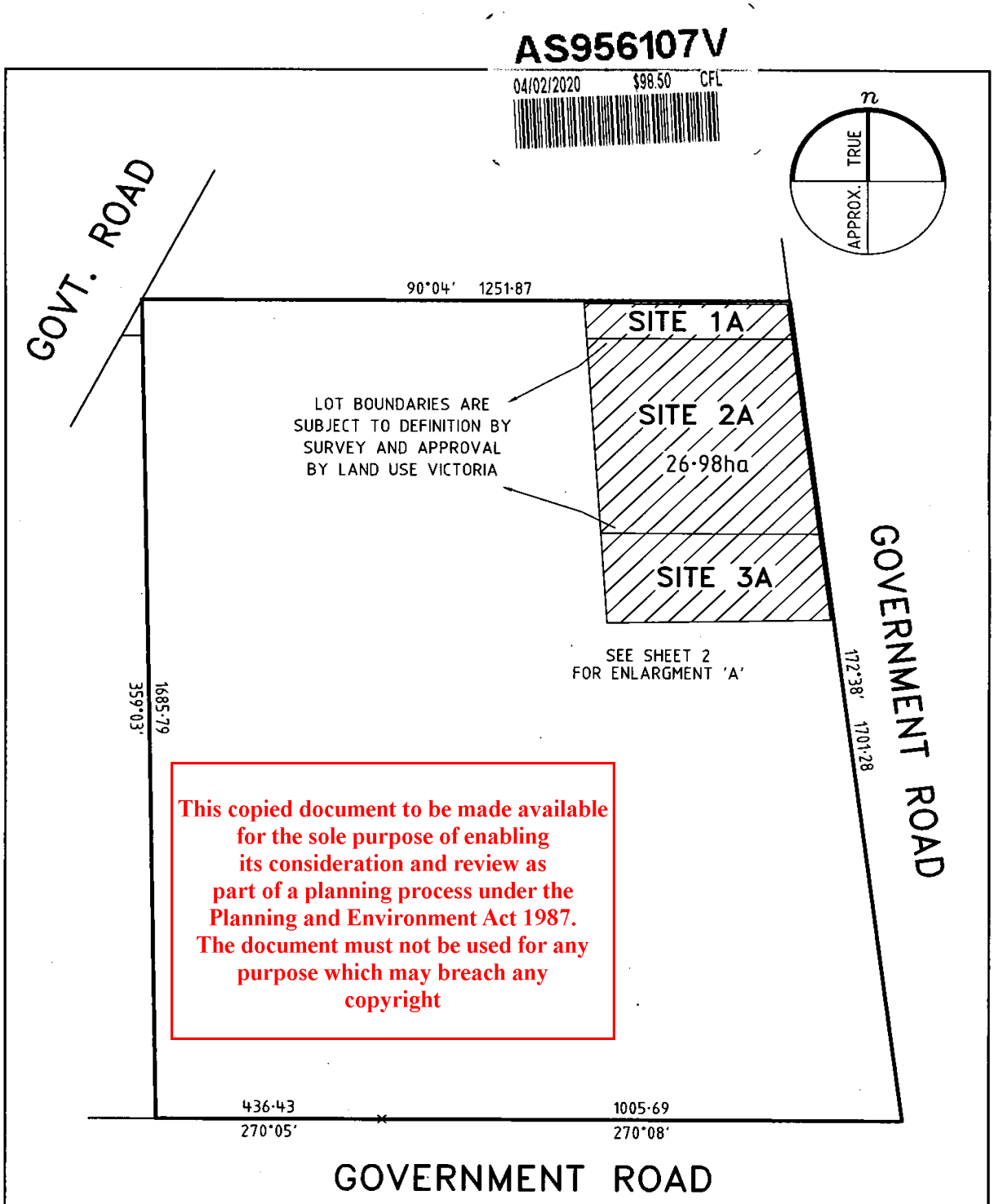

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PLAN FOR AGREEMENT PURSUANT TO s.69 CONSERVATION FOREST & LAND ACT 1987

DIAGRAM 1

VC_CFL-3087_01 Site 1A, 2A & 3A

Level 3, 1 Southbank Boulevard
Southbank, Victoria 3006
03) 7019 8400
www.veris.com.au
DEVELOP WITH CONFIDENCE™
Formerly Bosco Jonson

veris

PARISH OF TURKEETH
TITLE REF: VOL.8600 FOL.564, VOL.8866 FOL.517
PLAN REF: TP 845466A (LOTS 2, 4, 6 PARTS)

100 0 200 400
LENGTHS ARE IN METRES

DATE	26/11/19	REFERENCE	300353	SCALE	ORIGINAL SHEET SIZE A4
VERSION	A	DRAWING	300353-QA	1:10000	SHEET 1

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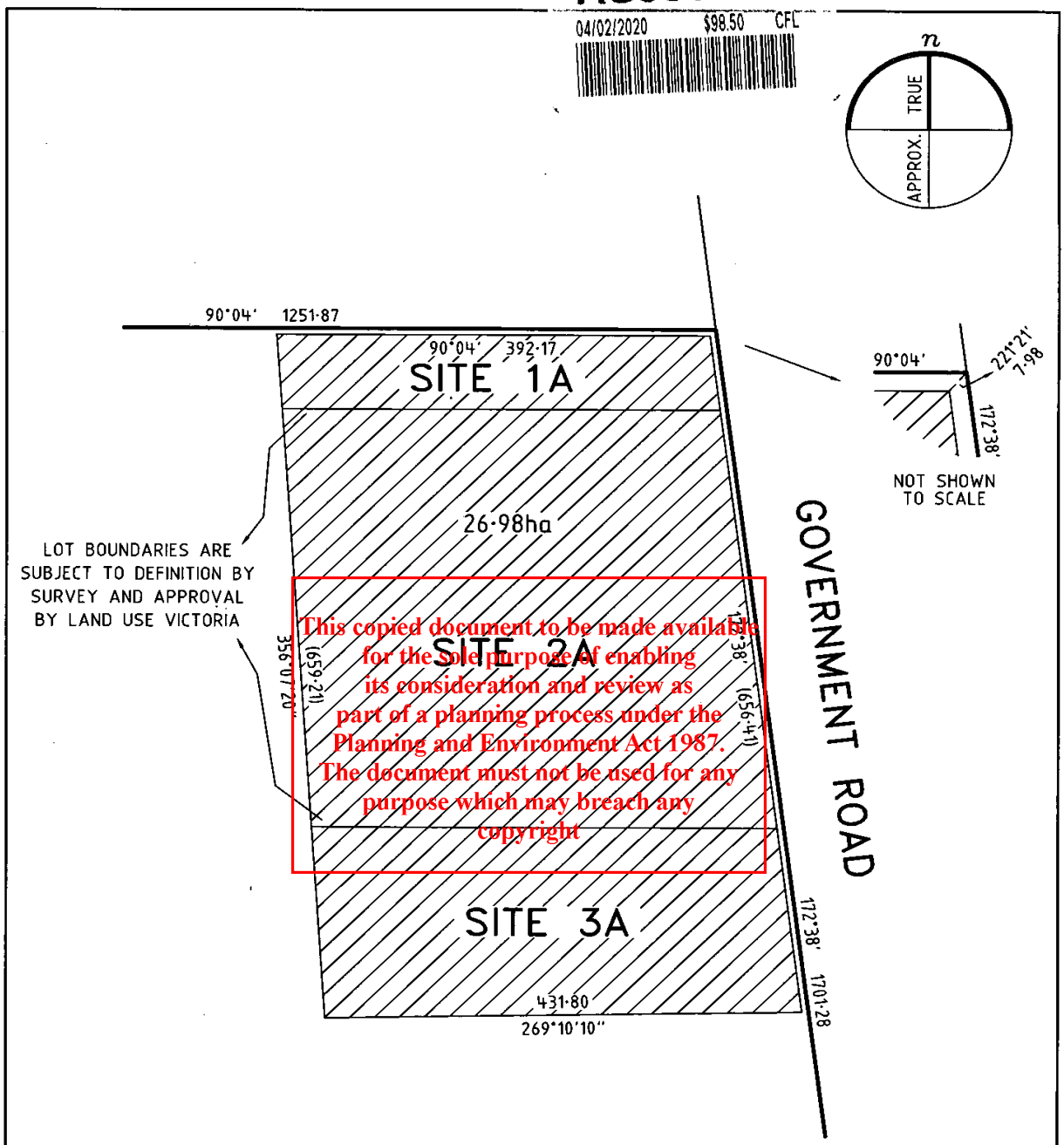

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PLAN FOR AGREEMENT PURSUANT TO s.69 CONSERVATION FOREST & LAND ACT 1987

ENLARGEMENT A

VC_CFL-3087_01 Site 1A, 2A & 3A

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PARISH OF	TURKEETH		
TITLE REF:	VOL.8600 FOL.564, VOL.8866 FOL.517		
PLAN REF:	TP 845466A (LOTS 2, 4, 6 PARTS)		
DATE	26/11/19	REFERENCE	300353
VERSION	A	DRAWING	300353-QA

50 0 100 200
LENGTHS ARE IN METRES

SCALE 1:5000

ORIGINAL SHEET SIZE A4

SHEET 2

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Second Schedule MANAGEMENT PLAN

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MANAGEMENT PLAN FOR CREDIT APPLICATIONS

Native Vegetation Patch

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MANAGEMENT PLAN 1

Credit Site Details

Address of credit site	435 McDonnells Road, Ombersley
Land tenure	Freehold
Assessor details	
Site assessor	Claire Ranyard
Assessment date	08/08/2019
Credit details	
Credit identifier	VC_CFL-3087_01
Number of sites(s)	3
Number of zone(s)	3
Total area of sites (ha)	27.0000
Asset type	Protection of native vegetation patch

Zone details			
Asset Type *	P	P	P
Zone number	01A	02A	03A
# Large ST's	0	0	0
# Medium ST's	0	0	0
Zone area (ha)	2.9787	16.2959	7.7522

*Asset type = P = Native Vegetation Patch

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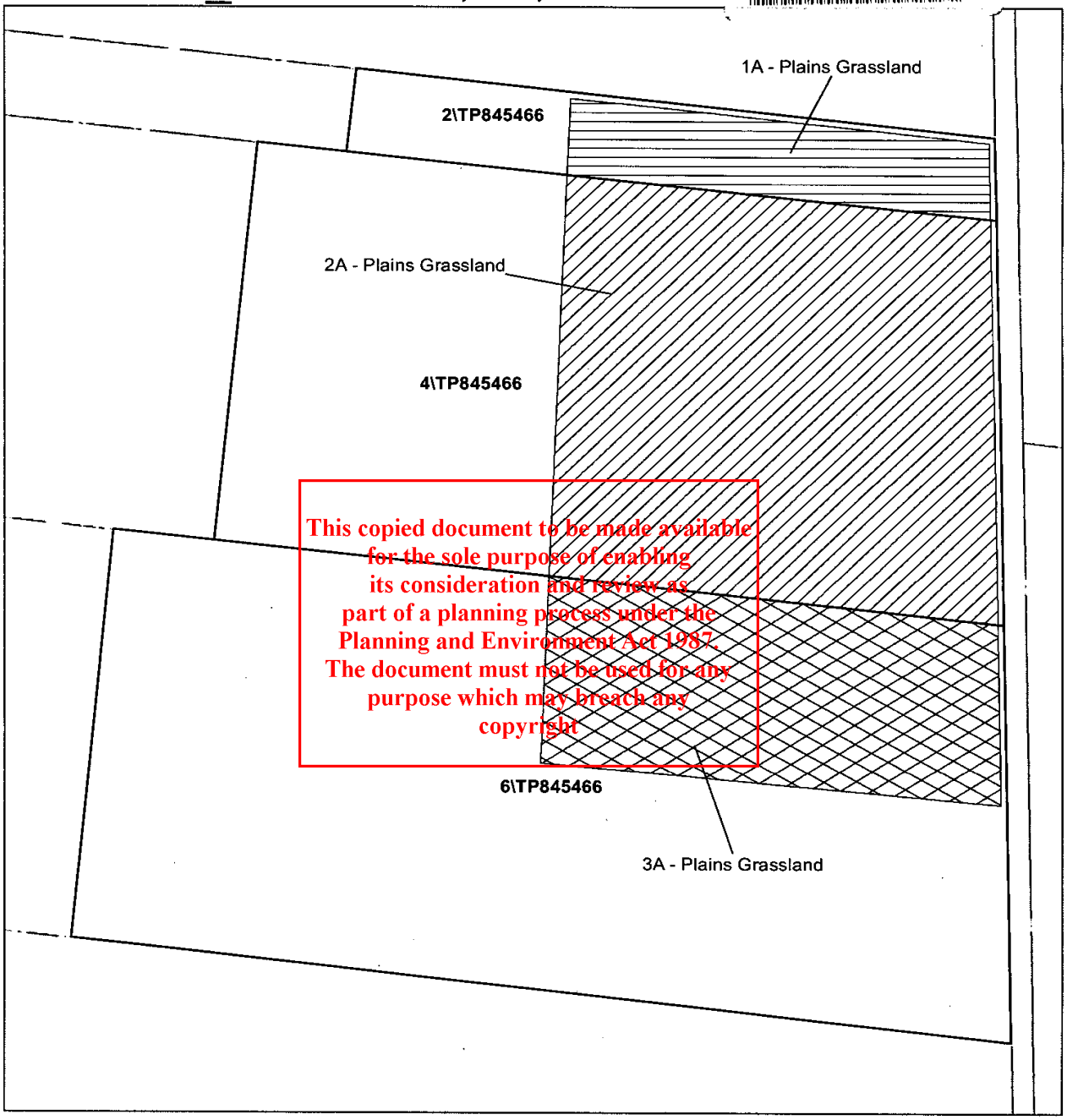
Zone Plan
CFL-3087_01 Sites 01, 02, 03



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Habitat Zones

1A
2A
3A

N

0 60 120
Metres

ecology & heritage partners

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Statement of Landowner's management commitments to be achieved at the site

10-year management commitments

From the commencement of the agreement, the landowner agrees to undertake the following management commitments to improve the quality and condition of native vegetation in the site for a period of 10 years from the commencement of the agreement:

10-year management commitments	
Zone(s)	Commitment
	• control ALL high threats (e.g. grazing threats from introduced animals or overgrazing by native herbivores, inappropriate fire or flooding regime, other threats as identified)

The landowner is required to maintain, in perpetuity, native vegetation condition and targets required to be achieved at the end of the 10-year management period, as outlined above.

Ongoing management commitments

From the commencement of the agreement, the landowner agrees to undertake the following management commitments to improve the quality and condition of native vegetation at the site in perpetuity:

Ongoing management commitments	
Zone(s)	Commitment
All	From the commencement of the agreement the landowner must: • ensure that weed cover does not increase beyond the current level • monitor for any new and emerging high threat weeds and eliminate to < 1% cover • undertake biomass management with agreed schedule. • control rabbits • Control ALL high threats. • eliminate all woody weeds < 1 % cover • monitor annual weed cover. If proportion of annual weeds ≥ 25 percent of the total vegetation cover, control by strategic grazing. At all other times, exclude stock

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Summary of threats and actions required to be completed to achieve the management commitments

Fencing

Threats including stock must always be excluded from the site(s) (unless otherwise specified in this management plan). The intention of fencing is to protect the site(s) from threats. The location of fencing is not important as long as the site(s) are protected from all threats in perpetuity.

Under this agreement the exception is stock are permitted into All Zones, for biomass management, with the timing of permitted entry specified in this management plan under the management commitment biomass management. At all other times stock must be excluded from all zones.

Permanent stock-proof fencing is already present around the boundary of the broader property, and as such, it is not currently proposed to erect additional fencing around the offset site. If required, temporary stock proof fencing will be established, if parts of the broader property are grazed outside of the permitted grazing regime, to ensure stock do not enter the offset site. However, under circumstances where an additional fence is required, erect a fence according to the standards detailed in BushBroker Information Sheet 12 - Standards for Management – Fencing. A permanent stock proof should be maintained around the permitter of the offset site. Fencing to be completed within 3 months of signing the Agreement.

Where fencing exists or is required, ensure all fencing around the perimeter of the site is maintained in good condition according to the standards detailed in BushBroker Information Sheet 12 - Standards for Management – Fencing, for the term of the contract.

If a new threat arises immediately erect a fence around the perimeter of the site according to the standards detailed in BushBroker Information Sheet 12 - Standards for Management – Fencing.

Table 1: Fencing method and timing

Site(s)	Method	Location for fencing and length	Timing
All sites	Maintain fencing around boundary of all sites in good condition according to the standards detailed in information sheet 12 * Standards for Management – Fencing. Conduct yearly monitoring to ensure all fencing meets the required standard.	Entire boundary around all sites where fencing exists or is required	Ongoing
All Sites	Erect posts marking the perimeter of the site to clearly identify the area for management and monitoring purposes.	Boundary of the site	Within 3 months of commencement of the agreement
All Sites	If a threat arises, erect an additional fence around the perimeter of all zones according to the standards detailed in information sheet 12 * Standards for Management – Fencing.	In between identified threat and the site, further enclosing the offset site.	Immediately on identification of threat
All Sites	Conduct yearly monitoring to ensure all fencing meets the required standard.	All sites where fencing exists or is required	Ongoing

**DEPI 2013, BushBroker information sheet 12 – Standards for management – fencing. Department of Environment and Primary Industries, East Melbourne.*

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Woody weeds

Elimination of all woody weeds

No woody weeds were identified on site during the site assessment.

New and emerging woody weeds

Monitoring for new and emerging woody weeds should be conducted throughout the year for the term of the agreement, and any new and emerging woody weeds eliminated immediately on identification.

Refer to BushBroker Information Sheet 8* - Standards for Management – Weeds.
**DEPI 2013, BushBroker information sheet 8 – Standards for management – weeds. Department of Environment and Primary Industries, East Melbourne.*

Table 2: Woody weeds to be eliminated – method and timing

Common name	Scientific name	Zone(s)	Method	Timing
		All	Monitor for and eliminate all new and emerging woody weeds	Ongoing

Table 3: Total cover of woody weeds in the Zone

Zone(s)	Total cover of all woody weeds (%)
All	0%

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Herbaceous and grassy weeds

Control of all herbaceous and grassy weeds:

Ensure that weed cover does not increase beyond current levels. Weeds listed in Table 4 were found on site. These weeds should be monitored each year to ensure their cover is not increasing. Increasing cover of these weeds should be controlled using the methods outlined in Table 4. Treat weeds before the plant has flowered and set seed. Indigenous plants should not be impacted during treatment.

Refer to BushBroker Information Sheet 8 - Standards for Management – Weeds.

New and emerging high threat herbaceous and grassy weeds

Monitoring for new and emerging high threat herbaceous and grassy weeds should be conducted throughout the year for the term of the agreement, and any new and emerging weeds eliminated.

Refer to BushBroker Information Sheet 8 - Standards for Management – Weeds.

Table 4: Herbaceous and grassy weeds to be controlled – method and timing

Common name	Scientific name	High Threat	Zone(s)	Method	Timing
Barley-grass	*Hordeum sp.*	No	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spot-Spray – October – January; Graze – February – September
Bearded Oat	*Avena barbata*	No	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to, or exceeds 25%.	Spot-Spray – October – January; Graze – February – September
Brown-top Bent	*Agrostis capillaris*	Yes	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spot-Spray – October – January; Graze – February – September
Buck's-horn Plantain	*Plantago coronopus*	No	All	Targeted spot spraying with appropriate herbicide. Hand Chip.	Spot-Spray – October – January; Graze – February – September
Burr Medic	*Medicago polymorpha*	No	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spot-Spray – October – January; Graze – February – September
Cape weed	*Arctotheca calendula*	Yes	All	Targeted spot spraying with appropriate herbicide. Hand chip.	Spring / Summer
Cat's Ear	*Hypochaeris radicata*	No	All	Targeted spot spraying with appropriate herbicide.	Spring / Summer
Chickweed	*Stellaria media*	No	All	Targeted spot spraying with appropriate herbicide.	Spring / Summer
Cocksfoot	*Dactylis glomeratum*	Yes	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spot-Spray – October – January; Graze – February – September
Couch	*Cynodon dactylon*	Yes	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur	Spring / Summer

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Common name	Scientific name	High Threat	Zone(s)	Method	Timing
				when annual weeds cover is equal to, or exceeds 25%.	
Drain Flat-sedge	*Cyperus eragrostis*	Yes	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spot-Spray – October – January; Graze – February – September
Hair Grass	*Aira* spp.	No	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spot-Spray – October – January; Graze – February – September
Hare's-foot Clover	*Trifolium arvense*	No	All	Targeted spot spraying with appropriate herbicide.	Spot-Spray – October – January; Graze – February – September
Hop Clover	*Trifolium campestre* var. *campestre*	No	All	Targeted spot spraying with appropriate herbicide.	Spring / Summer
Large Quaking-grass	*Briza major*	No	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spring / Summer
Oats	*Avena spp.*	No	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spot-Spray – October – January; Graze – February – September
Onion Grass	*Romulea rosea*	No	All	Targeted spot spraying with appropriate herbicide.	Spot-Spray – October – January; Graze – February – September
Ox-tongue	*Helminthotheca echioides*	No	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spot-Spray – October – January; Graze – February – September
Perennial Rye-grass	*Lolium perenne*	Yes	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spring / Summer
Ribwort	*Plantago lanceolata*	No	All	Targeted spot spraying with appropriate herbicide. Hand chip.	Spring / Summer
Salsify	*Tragopogon porrifolius* subsp. *porrifolius*	No	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spray – October – January; Graze – February – September
Sheep Sorrel	*Acetosella vulgaris*	No	All	Targeted spot spraying with appropriate herbicide.	Spot-Spray – October – January; Graze – February – September
Smooth Cat's-ear	*Hypochaeris glabra*	No	All	Hand chip and Targeted spot spraying with appropriate herbicide.	Spring / Summer
Soft Brome	*Bromus hordeaceus*	No	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spot-Spray – October – January; Graze – February –

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Common name	Scientific name	High Threat	Zone(s)	Method	Timing
					September
Sow Thistle	*Sonchus oleraceus*	No	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spot-Spray – October – January; Graze – February – September
Spear Thistle	*Cirsium vulgare*	Yes	All	Targeted spot spraying with appropriate herbicide. Hand chip.	Spring / Summer
Squirrel-tail Fescue	*Vulpia bromoides*	No	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spring / Summer
Sweet Vernal-grass	*Anthoxanthum odoratum*	Yes	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spot-Spray – October – January; Graze – February – September
Toowoomba Canary-grass	*Phalaris aquatica*	Yes	All	Hand chip and spot spray. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spring / Summer
Yorkshire Fog	*Holcus lanatus*	Yes	All	Targeted spot spraying with appropriate herbicide. Pulse-grazing can occur when annual weeds cover is equal to or exceeds 25%.	Spot-Spray – October – January; Graze – February – September

Table 5: Total cover of herbaceous and grassy weeds in the Zone

Zone(s)	**Total cover of all herbaceous and grassy weeds (%)** (including high threat herbaceous and grassy weeds)
1 A	20%
2 A	20%
3 A	23%

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Pest animals

The *Catchment and Land Protection Act 1994* lists rabbits and foxes as established pest animals and requires that all landowners take reasonable steps to prevent the spread of, and as far as possible eradicate, established pest animals on their land.

Rabbits should be monitored and controlled throughout the year. If rabbit activity is detected on the site use an integrated approach in accordance with BushBroker Information Sheet 7* - Standards of Management - Rabbits, which would involve fumigation, hand collapsing of burrows and baiting. Remove any carcasses to prevent poisoning of native predators.
**DEPI 2013, BushBroker information sheet 7 – Standards for management – rabbits. Department of Environment and Primary Industries, East Melbourne.*

Foxes are a threat to native fauna and should be controlled if found on your property. Fox dens where present are required to be destroyed through fumigation and hand collapse.

Remove rubbish. Disperse artificial piles of logs and rocks that may be used as harbour by pest animals. Do not remove indigenous plants, fallen logs or rocks from the site.

Continue to monitor and control rabbits and foxes all year round as well as any new and emerging pest animals.

Areas of cultural heritage sensitivity must not be impacted during pest control works.

Table 6: Pest animals to be controlled – species, method and timing

Zone(s)	Common name	Method	Timing
All Zones	Rabbits	Baiting. When baiting collect and dispose of carcasses to prevent poisoning of native predators.	Ongoing
All Zones	Rabbits & Foxes	Fumigation and collapse of rabbit burrows and fox dens if identified. Remove or disperse surface harbour. Areas of cultural heritage sensitivity must not be impacted during pest control works.	Ongoing
All Zones	New & Emerging pest animals	Monitor and control	Ongoing

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Biomass management for high rainfall plains grassland

Biomass control or reduction is essential for the maintenance of native flora and fauna values. Biomass control will be required to maintain relatively open structured grassland with inter-tussock spaces to allow for sufficient space for recruitment of native herbs and grasses, whilst also enhancing the habitat for Striped Legless Lizard (Delmar impar). Although Striped Legless Lizard Delmar impar is naturally found in grassy habitats, the species requires these inter-tussock spaces, and cracked soils for movement, shelter, and sun exposure. The closure of inter tussock space from a lack of fire or grazing may reduce the areas available for occupancy within the site.

Two options for biomass control, grazing and/or ecological burning, have been included in this management plan. Grazing and burning should aim to maintain approximately 20% to 40% cover of bare ground or inter-tussock space to allow sufficient space for recruitment of herbs and grasses.

Ecological Burning

In order to avoid adversely impacting Striped Legless Lizard, it is crucial that any prescribed burns are low-intensity and patchy. Furthermore, prescribed burns should be conducted in mid-late autumn (April-May) to avoid the active breeding season of the species (September – March), and also the flight season of Golden Sun Moth *Synemon plana* (November – January) which is known to occur within the broader area.

Biomass management is also required to maintain inter-tussock spaces and prevent excessive competition of grassland forbs. Where there is a sustained build up in ground cover biomass over any one year that results in a reduction of inter grass tussock space to an average of less than 30%, biomass will need to be actively reduced.

In general, the most appropriate time to burn is autumn and winter when the weather is mild, most native plants have dropped seed, and Striped Legless Lizards are likely to be inactive within soil cracks or beneath rocks (thus protecting individuals from the fire).

The extent of all fires must be recorded, including planned burns and wildfires. The burn plan must incorporate the following principals (Table 6):

- Burn widths of no more than 60 metres wide, to allow movement of Striped Legless Lizards into adjacent unburnt areas following a burn;
- Minimisation of risks to life and property (e.g. wind direction for burning to avoid smoke over public roads);
- Measures to minimise impacts to biodiversity, including use of mown fire breaks, minimising disturbance/compaction by vehicles;
- A fire frequency of no greater than once every 5 years will be implemented for any one treated area across the site; and,
- Prescribed fire can only be implemented when; conditions are dry enough, open soil cracks are present across the offset site, and outside of the Victorian Declared Fire Danger Period.
- Where possible, firebreaks are to be established surrounding the perimeter of the offset site. Where firebreaks cannot be established surrounding the offset site, firebreaks may be established on the offset site, only in the form of mown grass/foam spray.
- Fire prevention activities must comply with local laws, Country Fire Authority (CFA) restrictions, and the Landowner Agreement of which this Management Plan forms a part, with relevant permits approvals/requirements obtained through local council/CFA prior to commencing ecological burns. Landowner to seek advice from the local CFA regarding assistance with burning sites and/or fire control.
- The landowner must maintain detailed records of each burn, including the associated site management/preparations, monitoring of the fire responses through annually using photo

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points. Where possible, monitoring of fire response should be conducted across both burnt and unburnt areas for a controlled comparison.

- Targeted weed control conducted in the period following the fire

Table 7: Biomass management - method and timing

Zone(s)	Method	Timing
All Zones	Ecological burning. A combination of grazing and burning should aim to maintain approximately 20% to 40% cover of bare ground or inter-tussock space. Consider implementing ecological burning where inter-tussock space falls below 20% cover of bare ground.	No more than once every 5 years – Burn between April – May.

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Strategic grazing for annual weed control in other grassland vegetation

Prior to the creation of conservation sites within the broader property, unrestricted grazing by sheep occurred on the land. Since the creation of several conservation sites within the larger property, the incorporation of managed pulse grazing as a feature to manage biomass and control herbaceous/grassy weeds has resulted in a high diversity and cover of native grasses and forbs being maintained. As such, it is considered that the existing pulse grazing regime applied by the landowners is a reliable and conservative action that can be used to maintain and enhance the existing ecological values present within the site.

Grazing will be undertaken in a controlled manner (Table 8). Grazing of domestic stock will be restricted to the use of sheep. Grazing by other domestic stock including but not restricted to cattle, goats and horses are to be excluded from the site by this plan. Grazing is considered a necessary management action to be undertaken, particularly when the cover of annual weeds is equal to or exceeds 25% of the total vegetative cover at the site.

The landowner will keep records of the number of sheep and duration of grazing within the site. This data will be included in the annual auditing reports prepared for the site. Grazing will occur over a short duration and exceed the standard stocking rate to prevent selective grazing within the site. The maximum length of continuous grazing is four weeks with at least two weeks rest between cycles.

Weed management objectives are a mean minimum vegetation height of 10cm is to be maintained, with inter-tussock space to be maintained to at least 30%. Overall, the total vegetation cover will not fall below 70%. At least three pulse grazing cycles will occur within the grazing period, one of which will occur immediately prior to the exclusion period.

The only exception to requirements specified for pulse grazing is if an ecological burn is planned in the autumn of the relevant year. In this instance a fire management plan will inform when grazing will be removed to allow for a build-up in overall biomass to establish a successful ecological burn.

The landowners use the same flock of sheep for pulse grazing, with these sheep only grazed within and adjacent to the property. As such, there is minimal risk that weed seed will be introduced to the site from outside the property. Therefore, it is not considered a necessity to regularly shear sheep to mitigate against weed invasion.

Stock transfer into the site will be timed to minimize the potential for weed seed transport via mud (i.e. stock movements into the site will be excluded within two days of rainfall). Following any high rainfall events, stock will be removed immediately to mitigate the risk of soil pugging.

Table 8: Strategic grazing for annual weed control - method and timing

Zone(s)	Method	Timing
All Zones	Period where grazing by domestic stock is not permitted	1st October to 31st January annually in perpetuity; and, during extremely wet periods where there is a risk of moderate to high levels of ground disturbance.
All Zones	Pulse grazing cycles required	3 (minimum)
All Zones	Grazing required prior to exclusion period	Two weeks between 1st August and 30th September (timing depending on soil moisture conditions)
All Zones	Minimum rest from grazing between pulse grazing events	2 weeks
All Zones	Maximum continuous pulse grazing event	4 weeks
All Zones	Weed management thresholds	minimum height of 10 cm; total vegetation cover of no less 70%
All Zones	Target inter-tussock space	Minimum of 30% of total cover

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Annual Reporting

This Landowner Agreement requires the landowner to submit a report annually for each year of the ten years of this management plan and thereafter at the reasonable request of the Secretary. Reports are to be submitted at least 2 months prior to the anniversary date of the execution of the agreement to allow time for compliance to be assessed before the anniversary date.

The Annual Report addresses progress against the commitments set out in this agreement. Annual Reports should provide enough detail in the form of written comments and supporting evidence that an assessor can easily determine the completion of/progress against the commitments for each zone.

Maintaining native vegetation quality and condition in perpetuity

This Landowner Agreement outlines management commitments and targets required to be achieved at the site to improve the quality and condition of native vegetation. At the completion of the 10-year active management period, the landowner is required to continue to undertake management to maintain native vegetation quality and condition at the site. This includes maintaining native vegetation condition and targets required to be achieved at the end of the 10-year management period and all ongoing management commitments and targets in perpetuity.

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Ten-year management action plan with targets

Table 10: 10-Year Management Actions Plan with Targets

Year from Commencement: Years 1-10

Zone(s)	Management Action Description	Reference Table for action	Timing	Target to be achieved
Fencing				
All Zones	Erect posts marking the perimeter of the site to clearly identify the area for management and monitoring purposes.	Table 1	Within 3 months of commencement of the agreement	Clearly identify the boundary of the site for management and monitoring purposes.
All Zones	No threats to the site currently exist; if a threat arises, erect a fence immediately around the entire boundary of the site.	Table 1	Immediately on identification of threat	Erect fencing to DELWP fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing.
All Zones	Maintain fencing in good condition around the broader site where fencing exists or when fencing is installed around the site. Conduct yearly monitoring to ensure all fencing meets the required standard.	Table 1	Ongoing	Maintain fencing to DELWP fencing standards in BushBroker Information Sheet 12 - Standards for Management – Fencing.
Woody Weeds				
All	Eliminate all new & emerging woody weeds	n/a	Ongoing	<1% cover of all woody weeds, with no mature plants present at the end of Year 10
Herbaceous Weeds				
All	Monitor for and control all herbaceous and grassy weeds by undertaking targeted weed control. Refer to Table 4 for a list of herbaceous weeds, their control methods and timing of actions.	Tables 4 & 5	Refer to Table 4	Reduction in cover below the cover listed in Table 5 for each Zone for all herbaceous and grassy weeds. Minimise off-target damage (avoid all native plants).
All	Monitor for and eliminate all new and emerging herbaceous weeds by undertaking targeted weed control.	Table 4	Ongoing	<1% cover of all new and emerging herbaceous weeds at the end of Year 10
Pest Animals				
All	Monitor for and control rabbits and foxes. Refer to Table 6 for a list of control methods and timing of actions	Table 6	Refer to Table 6	No surface disturbance within the credit site No active rabbit warrens to be present No active fox dens to be present No rubbish

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Year from Commencement: Years 1-10

Zone(s)	Management Action Description	Reference Table for action	Timing	Target to be achieved
				Minimal artificial piles of logs and rocks
All	Monitor for and control rabbits and foxes	Table 6	Ongoing	Control numbers of rabbits and foxes
All	Monitor for and control all new and emerging pest animals	Table 6	Ongoing	Control numbers of any new & emerging pest animals
Biomass Management for high rainfall plains grassland				
All	Conduct ecological burns to maintain a suitable condition of inter-grass tussock space. Refer to section 'Biomass Management for high rainfall Plains Grassland' for a list of considerations to be included in a burn plan and Table 7 for timing of actions.	Table 7	No more than once every 5 years	Low-intensity and patchy burns between April – May. Sufficient bare ground (approximately 20% to 40% cover) maintained to maintain space for recruitment of herbs and grasses. No loss of native plant diversity as a result of burning regimes. Burn widths of no more than 60 metres wide.
All	Conduct pulse grazing where annual weed cover is equal to, or greater than 25% of the total vegetative cover, and where conditions permit. Refer to Table 8 for a list of pulse grazing considerations and timing.	Table 8	Table 8	Considered appropriate where annual weed cover is equal to, or greater than 25% of the total vegetative cover. A minimum vegetation height of 10cm is to be maintained. Inter-tussock space to be maintained to at least 30%. A total vegetation cover of equal to, or greater than 70%.
Annual reporting				
All	Prepare and submit an annual report	n/a	Submit at least 2 months prior to agreement anniversary date	Annual report is signed, dated and submitted by the landowner at least 2 months prior to the anniversary date of the agreement Report provides enough detail in the form of written comments and supporting evidence that an assessor can easily determine the completion of / progress against the commitments for each zone Obligations of the landowner (compliance with section 6 of the Landowner Agreement) have been met and the obligations form is read, signed, dated and submitted with the annual report

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Third Schedule SECRETARY'S COMMITMENT

Schedule of payments: Native Vegetation Patch

Zones: VC_CFL-3087_01 Sites and Zones 1A, 2A, 3A.

(A) Payments following the First Trade in relation to the Site

Year of the Landowner Agreement	Payment due
Initial Payment *	25% of the value of the First Trade.
First Year	10% of the value of the First Trade.
Second Year	5% of the value of the First Trade.
Third Year	10% of the value of the First Trade.
Fourth Year	10% of the value of the First Trade.
Fifth Year	5% of the value of the First Trade.
Sixth Year	5% of the value of the First Trade.
Seventh Year	10% of the value of the First Trade.
Eighth Year	5% of the value of the First Trade.
Ninth Year	5% of the value of the First Trade.
Tenth Year	10% of the value of the First Trade.

* Timing of the Initial Payment is set out in clauses 12.7 and 12.8 of this Agreement.

(B) Payments in relation to Second and Subsequent Trades

Year of the Landowner Agreement	Payment due
First Year	35% of the value of the Second and Subsequent Trades.
Second Year	5% of the value of the Second and Subsequent Trades.
Third Year	10% of the value of Second and Subsequent Trades.
Fourth Year	10% of the value of the Second and Subsequent Trades.
Fifth Year	5% of the value of the Second and Subsequent Trades.
Sixth Year	5% of the value of the Second and Subsequent Trades.
Seventh Year	10% of the value of the Second and Subsequent Trades.
Eighth Year	5% of the value of the Second and Subsequent Trades.
Ninth Year	5% of the value of the Second and Subsequent Trades.
Tenth Year	10% of the value of the Second and Subsequent Trades.

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Fourth Schedule LANDOWNER COLLECTION STATEMENT

The Department and Secretary (we) collect your personal information (including your name and contact details) when you or a company of which you are an employee or director enquires about entering into an agreement to create Native Vegetation Credits (*Landowner Agreement*). We collect the information you provide to us and may also collect information about you from searches of public registers, other departments and authorities of the State of Victoria, and brokers or site assessors you engage in relation to entering into a Landowner Agreement.

We use your personal information to:

1 administer the Credit Register;

2 negotiate and administer this Agreement with you or a company of which you are a director or employee;

3 provide information in relation to the Subject Land, to brokers or site assessors engaged by you;

4 record Native Vegetation Credits on the Credit Register, including the Landowner's name, the location of the Subject Land and the name and contact details of the Landowner's employees or directors;

5 record any encumbrance in relation to the Native Vegetation Credits relating to the Subject Land on the Victorian Land Titles Register;

6 facilitate payments in relation to the Native Vegetation Credits in accordance with this Agreement;

7 monitor compliance by the Landowner with the terms of this Agreement and to enforce compliance with those agreements by the Landowner;

8 publish, whether on the internet or otherwise, all such information as is necessary to comply with the requirements of the contracts publishing system; and

9 as otherwise required or authorised by or under law.

We may disclose your personal information to:

1 potential purchasers of Native Vegetation Credits;

2 brokers or site assessors that you have engaged, for the purpose of providing services to you;

3 the Victorian Auditor General;

4 persons to whom the Department is required to disclose information under the *Freedom of Information Act 1982* (Vic);

5 IT Service providers engaged by the Department in relation to the Credit Register;

6 persons engaged by the Department to investigate compliance with this Agreement; and

7 the Victorian Auditor-General, if requested by the Auditor-General.

Your personal information may be disclosed and stored outside Victoria and Australia, including storage on cloud storage platforms and systems maintained by email service providers.

The Department may disclose to any person (including by publishing such information in a manner publicly available) the characteristics of the Native Vegetation Credits sold or the price at which the Native Vegetation Credits were sold, for any purpose including (without limitation) advertising or marketing other Native Vegetation Credits for sale or any program for the sale of Native Vegetation Credits. Any such disclosure will not disclose your name or contact details or the street address or title details of the land to which any relevant Native Vegetation Credit relates.

If you do not provide any of the information requested of you then you or the company of which you are an employee or director may not be able to enter into this Agreement.

You have a right to access any personal information held about you by the Secretary and the Department and brokers or site assessors. Sometimes there may be a reason why access will not be possible or refused.

In relation to any record of your personal information held by the Secretary, Department, brokers or site assessors, you can contact the Department's privacy manager at the details available here: http://delwp.vic.gov.au/privacy.

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Fifth Schedule LANDOWNER ACKNOWLEDGEMENT: DECISION TO INCLUDE OR EXCLUDE 6 METRE SETBACK FROM PARCEL BOUNDARIES

The Landowner agrees and acknowledges that:

- they have received, read and understood the information sheet "*Excluding areas along parcel boundaries*" provided by the Site Assessor engaged by the Landowner, which is attached to this schedule (Attachment 1 of Fifth Schedule), and
- the site plan (First schedule) reflects the Landowner's decision to either exclude an area each side of the parcel boundaries or not.

AGREED AND ACKNOWLEDGED BY:

Bleak House Pty Ltd James Edgar Richard Dennis Director	Bleak House Pty Ltd Claire Dennis Director
..... (signature)	..... (signature)
JAMES EDGAR RICHARD DENNIS (print)	CLAIRE DENNIS (print)
19/12/2019 (date)	19/12/2019 (date)

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Excluding areas along parcel boundaries

Information sheet: deciding not to setback from internal parcel boundaries in your native vegetation offset site

A native vegetation offset site must be at least 6 metres from a landowner's property boundary.

Generally, a native vegetation offset site must also be at least 6 metres from internal parcel boundaries. This information sheet sets out future implications for landowners if they decide not to exclude the 6 metre area along internal parcel boundaries.

Background

Why does the Native Vegetation Credit Register require offset sites be setback at least 6 metres from the property boundary?

Native vegetation offset sites are set back from property boundaries to ensure landowner's can access certain exemptions included in Clause 52.17 of all planning schemes in Victoria. These would not be available if the native vegetation was included in the offset site under their security agreement.

There is no formal interaction between the planning system and the landowner's security agreement with relation to using the land. This means that while a landowner may be exempt from requiring a planning permit or be given a planning permit to remove native vegetation within a native vegetation offset site, they would be in breach of the security agreement if they carry out those works.

A landowner must comply with the planning scheme **AND** their security agreement. A local council should, but may or may not consider the security agreement when making a decision on a permit application. Landowners must therefore be aware of what they can and cannot do under both schemes.

Clause 52.17 of all planning schemes in Victoria include exemptions from needing a permit to remove, destroy or lop native vegetation that is to be removed, destroyed, or lopped to the minimum extent necessary:

- To enable the operation or maintenance of an existing fence; or the construction of a boundary fence between properties in different ownership.

  The clearing along both sides of the fence when combined must not exceed 4 metres in width, except where land has already been cleared 4 metres or more along one side of the fence, then up to 1 metre can be cleared along the other side of the fence.

- To carry out certain fire protection activities including making or maintenance of a fuelbreak or firefighting access track (or any combination thereof) that does not exceed a combined width of 6 metres.

Note: this information is current as at **October 2018** and may be subject to change. Always check the current local council planning scheme.

Because of these exemptions a native vegetation offset site:

- must be setback at least 6 metres from the landowner's property boundaries, and
- should be setback at least 6 metres from the landowner's internal parcel boundaries.

DELWP recommends a 6 metre setback from all internal parcel boundaries because a parcel is the smallest unit of land that can be sold separately. If a parcel was sold to a future landholder, the parcel boundary will become a property boundary, and the different landowners may wish to erect a fence or construct a fuelbreak along this property boundary. If this area is included in the native vegetation offset site, removing native vegetation to complete these works would be in breach of the security agreement.

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Excluding areas along parcel boundaries

What are the implications if a landowner does not exclude the 6 metre area either side of an internal parcel boundary?

If a landowner wishes to sell an individual parcel in the future that parcel will become its own property. The parcel boundary will become the new property boundary

The security agreement will stay with the property and it will prevent the landowners from accessing the exemptions stated above within the native vegetation offset site. A potential buyer should take this into consideration when looking to purchase the parcel as they will have restricted ability to:

- erect and maintain a new fenceline along the property boundary within the site, and
- establish firebreaks or firefighting access tracks.

How can a breach of the security agreement be prevented?

The best way to manage this scenario is to exclude the 6 metre setback along internal parcel boundaries at the time the offset site is established. If this is not done and landowner(s) wish to establish firebreaks or firefighting access tracks or erect a fence along the new property boundary the landowner(s) would need to seek approval from the Native Vegetation Credit Register (NVCR) to amend the area of the offset site to exclude the 6 metre setback. They would need to:

- arrange and pay the costs for a site assessor to map the area to be excluded from the security agreement and determine the amount of native vegetation credits required
- provide an updated security agreement with an amended site plan, and
- make application to amend the security agreement to the NVCR team at nativevegetation.offsetmanagement@delpw.vic.gov.au

The NVCR team will assess the application and decide if the proposed changes are acceptable. If they are the landowners must pay the costs to terminate the existing agreement and replace it with the updated agreement(s). They will also be liable for cancelling the native vegetation credits associated with the 12 metre area between the two new properties by one of the following:

- allocating the equivalent native vegetation credits in their ownership to the vegetation removal, or
- if the landowner does not own sufficient equivalent native vegetation credits purchase them from the NVCR.

Landowners must consider the costs to:

- engage a site assessor to assess the area and determine the associated native vegetation credits
- have a new site plan created
- remove the existing agreement and replace it with an updated agreement with the new site plan
- purchase equivalent native vegetation credits (or loss of income due to allocating the native vegetation credits).

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Executed as a Deed

The **Official Seal** of the **Secretary to**
the Department of Environment, Land, Water and Planning,
a body corporate established under the
Conservation Forests and Lands Act 1987 was affixed

on: 12 / January ~~2019~~ 2020

by: ..... (signature)

WARRICK McGRATH (print)

A/ Executive Director Biodiversity,
pursuant to an instrument of delegation
dated 5th September 2016

SEAL OF THE SECRETARY TO THE DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING

SIGNED, SEALED AND DELIVERED by

Bleak House Pty Ltd: ACN 159 342 891
James Edgar Richard Dennis
Director

..... (signature)

JAMES EDGAR RICHARD DENNIS (print)

19 / 12 / 2019 (date)

Bleak House Pty Ltd: ACN 159 342 891
Claire Dennis
Director

..... (signature)

CLAIRE DENNIS (print)

19 / 12 / 2019 (date)

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