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Deed

Scenic Drive (1 Walmsleys Road), Bilambil Heights Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Tweed Shire Council

Bilambil Holdings Pty Ltd

26 July 2022
Date: ~~June~~ 2022

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lindsaytaylorlawyers

Level 9, Suite 3, 420 George Street, Sydney NSW 2000, Australia

T 02 8235 9700 • W www.lindsaytaylorlawyers.com.au • E mail@lindsaytaylorlawyers.com.au

LTL Pty Ltd trading as **Lindsay Taylor Lawyers** • ABN 78 607 889 887

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Scenic Drive (1 Walmsleys Road), Bilambil Heights Planning Agreement

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Planning Agreement for Scenic Drive (1 Walmsleys Road), Bilambil Heights



Tweed Shire Council

Bilambil Holdings Pty Ltd

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Planning Agreement for Scenic Drive (1 Walmsleys Road), Bilambil Heights

Summary Sheet

Council:

Name: Tweed Shire Council ABN 90 178 732 496

Address: PO Box 816, Murwillumbah NSW 2484

Telephone: (02) 6670 2400

Email: tsc@tweed.nsw.gov.au

Representative: Stuart Russell

Developer:

Name: Bilambil Holdings Pty Ltd ABN 45 606 688 439 ACN 606 688 439

Address: 797B Military Road, Mosman NSW 2088

Telephone: 0407 336 644

Email: smouha@mac.com

Representative: David Smouha

Land:

See definition of *Land* in clause 1.1.

Planning Proposal:

See definition of *Planning Proposal* in clause 1.1.

Restriction on Development of Environmental Land:

See clause **Error! Reference source not found.** and Schedule 1.

Application of s7.11, s7.12 and s7.24 of the Act:

See clause 8.



Security:

See Part 4.

Registration:

See clause 18.

Restriction on dealings:

See clause 19.

Dispute Resolution:

See Part 3.



Planning Agreement for Scenic Drive (1 Walmsleys Road), Bilambil Heights

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Tweed Shire Council ABN 90 178 732 496 of PO Box 816, Murwillumbah NSW 2484 (**Council**)

and

Bilambil Holdings Pty Ltd ABN 45 606 688 439 ACN 606 688 439 of 797B Military Road, Mosman NSW 2088 (**Developer**)

Background

- A Council has received a request on behalf of the Developer to prepare the Planning Proposal for the Land.
- B The Developer owns the Land.
- C The Planning Proposal proposes to rezone the Land from R1 General Residential and Deferred Matter to R1 General Residential and RE2 Private Recreation under the LEP until such time as the LEP is amended to include environmental zones, at which time the part of the Land to be zoned RE2 is to be rezoned C2 Environmental Conservation and C3 Environmental Management.
- D The Developer has offered to enter into this Deed to provide for the rehabilitation and environmental protection of the part of the Land intended to be zoned C2 Environmental Conservation and C3 Environmental Management in the future.

Operative provisions

Part 1 – Preliminary

1 Interpretation

1.1 In this Deed the following definitions apply:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Approval includes approval, consent, licence, permission or the like.

Authority means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority

established by or under any Act, a council or county council constituted under the *Local Government Act 1993*, or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

Bank Guarantee means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

- (a) one of the following trading banks:
 - (i) Australia and New Zealand Banking Group Limited,
 - (ii) Commonwealth Bank of Australia,
 - (iii) Macquarie Bank Limited,
 - (iv) National Australia Bank Limited,
 - (iv) St George Bank Limited,
 - (v) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Cost means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

CPI means the *Consumer Price Index (All Groups – Sydney)* published by the Australian Bureau of Statistics.

Deed means this Deed and includes any schedules, annexures and appendices to this Deed.

Development has the same meaning as in the Act.

Development Application has the same meaning as in the Act.

Dispute means a dispute or difference between the Parties under or in relation to this Deed.

Environmental Land means the part of the Land proposed in the Planning Proposal to be zoned RE2 Private Recreation which is shown on the plan in Schedule 1.

GST has the same meaning as in the GST Law.

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

Habitat Restoration Plan means the Habitat Restoration Plan contained in Schedule 2.

Instrument Change means the making of the amendment to the LEP proposed by the Planning Proposal.

Land means Lot 1 in DP1032820 known as Scenic Drive (1 Walmsley Road), Bilambil Heights.

LEP means the *Tweed Local Environmental Plan 2014*.

Party means a party to this Deed.



Planning Proposal means PP-2020-4058 which received gateway determination on 23 December 2020.

Regulation means the *Environmental Planning and Assessment Regulation 2000*.

Security means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council indexed in accordance with CPI from the date of this Deed.

Work means the physical result of any building, engineering or construction work in, on, over or under land.

- 1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
 - 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
 - 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
 - 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
 - 1.2.5 A reference in this Deed 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.
 - 1.2.6 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - 1.2.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
 - 1.2.8 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 1.2.9 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.
 - 1.2.10 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
 - 1.2.11 References to the word 'include' or 'including' are to be construed without limitation.
 - 1.2.12 A reference to this Deed includes the agreement recorded in this Deed.
 - 1.2.13 A reference to a Party to this Deed includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.



1.2.14 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.

1.2.15 Any schedules, appendices and attachments form part of this Deed.

1.2.16 Notes appearing in this Deed are operative provisions of this Deed.

2 Status of this Deed

2.1 This Deed is a planning agreement within the meaning of s7.4(1) of the Act.

3 Commencement

3.1 This Deed commences and has force and effect on and from the date when the Parties have:

3.1.1 both executed the same copy of this Deed, or

3.1.2 each executed separate counterparts of this Deed and exchanged the counterparts.

3.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.

4 Application of this Deed

4.1 This Deed applies to the Land and to the Instrument Change.

5 Warranties

5.1 The Parties warrant to each other that they:

5.1.1 have full capacity to enter into this Deed, and

5.1.2 are able to fully comply with their obligations under this Deed.

6 Further agreements

6.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Deed that are not inconsistent with this Deed for the purpose of implementing this Deed.

7 Surrender of right of appeal, etc.

7.1 The Developer is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Planning Proposal in so far as the subject-matter of the proceedings relates to this Deed.

8 Application of s7.11, s7.12 and s7.24 of the Act to the Development

- 8.1 This Deed does not exclude the application of s7.11, 7.12 or 7.24 to any Development on the Land.

Part 2 – Obligations in Relation to Environmental Land

9 Restriction on Development of Environmental Land

- 9.1 The Developer agrees that from the date of this Deed and until the Environmental Land is zoned C2 Environmental Conservation and C3 Environmental Management under the LEP, the Developer:
- 9.1.1 must not lodge a Development Application for the carrying out of any Development on the Land other than works to give effect to the Habitat Restoration Plan; and
- 9.1.2 must not carry out any Development or works on the Land other than to give effect to the Habitat Restoration Plan.
- 9.2 Despite clause 9.1, the Developer may lodge a Development Application to subdivide the Land but only if the effect of the subdivision is that the Environmental Land is all contained in one lot, and that lot also contains an area of land zoned R1 General Residential which meets the minimum lot size development standard for lots in that zone.
- 9.3 Clause 9.2 continues to apply after the rezoning of the Environmental Land to C2 Environmental Conservation and C3 Environmental Management to require the Environmental Land to be contained in one lot which also contains an area of land zoned R1 General Residential which meets the minimum lot size development standard for lots in that zone.

10 Habitat Restoration on Environmental Land

- 10.1 The Developer must commence implementation of the Habitat Restoration Plan upon the Instrument Change.
- 10.2 The Developer must comply with the requirements of the Habitat Restoration Plan in respect of its implementation, the carrying out of Works under the Habitat Restoration Plan, the timing of completion of the Works under the Habitat Restoration Plan and the satisfaction of any performance indicators set by the Habitat Restoration Plan.

11 Rezoning of Environmental Land

- 11.1 The Developer acknowledges that the Council is currently preparing a planning proposal to include environmental zones in the LEP, and that Council intends to rezone the Environmental Land to C2 Environmental

Conservation and C3 Environmental Management as part of that planning proposal.

- 11.2 The Developer agrees not to make any objection to the rezoning of the Environmental Land to C2 Environmental Conservation and C3 Environmental Management under the LEP.

12 Carrying out of Work

- 12.1 Without limiting any other provision of this Deed, any Work that is required to be carried out by the Developer under this Deed is to be carried out in accordance with any design or specification specified or approved by the Council, any relevant Approval and any other applicable law.
- 12.2 The Developer, at its own cost, is to comply with any reasonable direction given to it by the Council to prepare or modify a design or specification relating to a Work that the Developer is required to carry out under this Deed.

13 Access to land by Council

- 13.1 The Council may enter any land on which Work is being carried out by the Developer under this Deed in order to inspect, examine or test the Work, or to remedy any breach by the Developer of its obligations under this Deed relating to the Work.
- 13.2 The Council is to give the Developer prior reasonable notice before it enters land under clause 13.1.

Part 3 – Dispute Resolution

14 Mediation

- 14.1 A Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 14.2 If a notice is given under clause 14.1, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 14.3 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 14.4 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 14.5 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.

- 14.6 The Parties are to share equally the costs of the President, the mediator, and the mediation.

Part 4 – Enforcement

15 Security for performance of obligations

- 15.1 The Developer is to provide Security to the Council in the amount of \$106,546.00 in relation to the performance of its obligations under this Deed.
- 15.2 The Developer is to provide 50% of the Security to the Council within 60 days of the date of this Deed, and prior to the Instrument Change.
- 15.3 The Developer is to provide the remaining 50% of the Security to the Council within 60 days of the Instrument Change.
- 15.4 The Council may call-up and apply the Security in accordance with clause 16 to remedy any breach of this Deed notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity.
- 15.5 The Council is to release and return the Security or any unused part of it to the Developer within 14 days of the Council being satisfied that the Works under the Habitat Restoration Plan are complete and the performance indicators in the Habitat Restoration Plan have been met.
- 15.6 The Developer may at any time provide the Council with a replacement Security.
- 15.7 On receipt of a replacement Security, the Council is to release and return the Security that has been replaced to the Developer.
- 15.8 If the Council calls-up the Security or any portion of it, it may, by written notice to the Developer, require the Developer to provide a further or replacement Security to ensure that the amount of Security held by the Council equals the amount it is entitled to hold under this Deed.
- 15.9 The Developer is to ensure that the Security provided to the Council is at all times maintained to the full current indexed value.

16 Breach of obligations

- 16.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:
- 16.1.1 specifying the nature and extent of the breach,
- 16.1.2 requiring the Developer to:
- (a) rectify the breach if it reasonably considers it is capable of rectification, or
 - (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,

- 16.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 16.2 If the Developer fails to fully comply with a notice referred to in clause 16.1, the Council may, without further notice to the Developer, call-up the Security provided by the Developer under this Deed and apply it to remedy the Developer's breach.
- 16.3 Any costs incurred by the Council in remedying a breach in accordance with clause 16.2 may be recovered by the Council by either or a combination of the following means:
 - 16.3.1 by calling-up and applying the Security provided by the Developer under this Deed, or
 - 16.3.2 as a debt due in a court of competent jurisdiction.
- 16.4 For the purpose of clause 16.3, the Council's costs of remedying a breach the subject of a notice given under clause 16.1 include, but are not limited to:
 - 16.4.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - 16.4.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 16.4.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 16.5 Nothing in this clause prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

17 Enforcement in a court of competent jurisdiction

- 17.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 17.2 For the avoidance of doubt, nothing in this Deed prevents:
 - 17.2.1 a Party from bringing proceedings in the Land and Environment Court of New South Wales to enforce any aspect of this Deed or any matter to which this Deed relates, or
 - 17.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

Part 5 – Registration & Restriction on Dealings

18 Registration of this Deed

- 18.1 The Parties agree to register this Deed for the purposes of s7.6(1) of the Act.
- 18.2 Not later than 10 days after the commencement of this Deed, the Developer is to deliver to the Council in registrable form:

- 18.2.1 an instrument requesting registration of this Deed on the title to the Land duly executed by the Developer, and
- 18.2.2 the written irrevocable consent of each person referred to in s7.6(1) of the Act to that registration.
- 18.3 The Developer is to do such other things as are reasonably necessary to enable registration of this Deed to occur.
- 18.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to any part of the Land comprising a lot that does not contain the Environmental Land.

19 Restriction on dealings

- 19.1 The Developer is not to:
 - 19.1.1 sell or transfer the Land, or
 - 19.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,to any person unless:
 - 19.1.3 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be sold or transferred or the Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
 - 19.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
 - 19.1.5 the Developer is not in breach of this Deed, and
 - 19.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 19.2 Subject to clause 19.3, the Developer acknowledges and agrees that it remains liable to fully perform its obligations under this Deed unless and until it has complied with its obligations under clause 19.1.
- 19.3 Clause 19.1 does not apply in relation to any sale or transfer of the Land if this Deed is registered on the title to the Land at the time of the sale.

Part 6 – Indemnities & Insurance

20 Risk

- 20.1 The Developer performs this Deed at its own risk and its own cost.

21 Release

- 21.1 The Developer releases the Council from any Claim it may have against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

22 Indemnity

- 22.1 The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

23 Insurance

- 23.1 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Deed up until the Work is taken to have been completed in accordance with this Deed:
- 23.1.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
 - 23.1.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
 - 23.1.3 workers compensation insurance as required by law, and
 - 23.1.4 any other insurance required by law.
- 23.2 If the Developer fails to comply with clause 23.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 23.2.1 by calling upon the Security provided by the Developer to the Council under this Deed, or
 - 23.2.2 recovery as a debt due in a court of competent jurisdiction.
- 23.3 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 23.1.

Part 7 – Other Provisions

24 Annual report by Developer

- 24.1 The Developer is to provide to the Council by not later than each anniversary of the date on which this Deed is entered into a report detailing the performance of its obligations under this Deed.
- 24.2 The report referred is to be in such a form and to address such matters as required by the Council from time to time.

25 Review of Deed

- 25.1 The Parties agree to review this Deed every 2 years, and otherwise if either party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.
- 25.2 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 25.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
- 25.3 If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.
- 25.4 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 25.1 (but not 25.3) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

26 Notices

- 26.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
 - 26.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or
 - 26.1.2 emailed to that Party at its email address set out in the Summary Sheet.
- 26.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 26.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 26.3.1 delivered, when it is left at the relevant address,
 - 26.3.2 sent by post, 2 business days after it is posted, or

26.3.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.

26.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

27 Approvals and Consent

27.1 Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party.

27.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

28 Costs

28.1 The Developer is to pay to the Council the Council's costs of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.

28.2 The Developer is also to pay to the Council the Council's reasonable costs of enforcing this Deed within 7 days of a written demand by the Council for such payment.

29 Entire Deed

29.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.

29.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

30 Further Acts

30.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Deed and all transactions incidental to it.

31 Governing Law and Jurisdiction

31.1 This Deed is governed by the law of New South Wales.

31.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.

-
- 31.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

32 Joint and Individual Liability and Benefits

- 32.1 Except as otherwise set out in this Deed:
- 32.1.1 any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and
- 32.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

33 No Fetter

- 33.1 Nothing in this Deed shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

34 Illegality

- 34.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

35 Severability

- 35.1 If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 35.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

36 Amendment

- 36.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with clause 25C of the Regulation.

37 Waiver

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

- 37.2 A waiver by a Party is only effective if it:
- 37.2.1 is in writing,
 - 37.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 37.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 37.2.4 is signed and dated by the Party giving the waiver.
- 37.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 37.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 37.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

38 GST

- 38.1 In this clause:
- Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.
- GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
- Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.
- Taxable Supply** has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.
- 38.2 Subject to clause 38.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 38.3 Clause 38.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 38.4 No additional amount shall be payable by the Council under clause 38.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 38.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that

are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:

- 38.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 38.5.2 that any amounts payable by the Parties in accordance with clause 38.2 (as limited by clause 38.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 38.6 No payment of any amount pursuant to this clause, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 38.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 38.8 This clause continues to apply after expiration or termination of this Deed.

39 Explanatory Note

- 39.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 39.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Planning Deed.

Schedule 1

(Clause 1.1)

Plan of Environmental Land





Schedule 2

(Clause 1.1)

Habitat Restoration Plan



Habitat Restoration Plan

**Bilambil Holdings
Lot 1 DP 1032820
1 Walmsley's Road, Bilambil Heights**



October 2021



5/11 Buchanan Street Murwillumbah NSW 2484
PO Box 6198 South Murwillumbah NSW 2484
Phone 0266722220 Mob 0409244294
Email: gp@rambit2@bigpond.com
www.bushrestoration.com

Planning Agreement for Scenic Drive (1 Walmsleys Road), Bilambil Heights

Tweed Shire Council

Bilambil Holdings Pty Ltd



Habitat Management Plan - Walmsleys Road, Bilambil Heights, NSW 2464



DOCUMENT CONTROL

Revision	Date	Description	Prepared	Reviewed
DRAFT	26 October 2021	HRP_Bilambil	S.Pimm	R.James
Final	28 October 2021	HRP_Bilambil_BRS_28 Oct 2021	S.Pimm	R.James

Disclaimer

This report is prepared by Bushland Restoration Services Pty Ltd for the client's purposes only. This report is prepared with information supplied by the client and on information obtained using accepted survey and assessment methodology. While due care was taken during field survey and report preparation, no responsibility is accepted for information that is withheld, incorrect or that is inaccurate. This report has been compiled at the level of detail specified in the report and no responsibility is accepted for interpretations made at more detailed levels than so indicated.



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1. INTRODUCTION

Bushland Restoration Services was contracted by David Smouha of Bilambil Holdings to prepare a Habitat Restoration Plan to accompany a Voluntary Planning Agreement submitted as part of a Planning Proposal for Lot 1 DP 1032820, corner of Walmsleys Road and Scenic Drive, Bilambil Heights, 2486. The Planning Proposal seeks relocation of the existing northern component of R1 General Residential LEP zoning to consolidate potential development areas on the lot from two into one, with the same total proposed residential area.

The property is approximately 6.3ha in area and medium density development is proposed for the site. A bushfire asset protection zone is required to achieve any proposed dwellings, and this, along with the construction footprint, would involve removal of native vegetation. This Habitat Restoration Plan intends to compensate for this loss through protection and restoration of existing areas of native vegetation on the site, which are currently significantly impacted by weeds.

This plan provides an appraisal of the existing vegetation over the site, including an assessment of vegetation communities and the native and exotic species observed. This informs recommendations for ecological restoration within vegetation management zones across the property, to be protected partly through Environmental Protection zoning and partly through a restriction on the land title within the proposed R1 area.

In summary, this plan recommends 'assisted natural regeneration' in areas of established regrowth native forest with moderate resilience, and 'reconstruction' (planting) to connect the two separated sections of existing rainforest on the property.

The plan includes performance indicators and a monitoring methodology to measure and assess the achievement of aims and objectives during the implementation phase.



Figure 1: Site location is indicated by the red arrow above.

2. AIMS AND OBJECTIVES

The aim of this Habitat Restoration Plan is to protect and improve the condition and increase the area of retained native vegetation, threatened species and their habitat on the site. The associated objectives are to:

- a) Establish vegetation management zones across the property that will facilitate native habitat conservation.
- b) Revegetate a northern corridor within the site to improve habitat connectivity for local flora and fauna species.
- c) Carry out strategic and comprehensive weed control and revegetation using best-practice techniques to manage invasive and undesirable exotic flora and encourage natural regeneration and succession of native plant species.



Figure 2 – Aerial photograph of the subject site showing drainage lines and contours.

3. SITE DESCRIPTION

3.1 Property Details

The site consists of an allotment with a total area of approximately 6.3 hectares (refer to **Table 1 & Figure 2**).

Table 1 – Summary of site details.

Landowners:	Bilambil Holdings Pty Ltd
Land Tenure:	Private Freehold
Property Address:	Scenic Drive, Bilambil Heights, known as 1 Walmsleys Road, Bilambil Heights
Real Property Description (RPD):	Lot 1 DP 1032820
Land Area:	6.28 hectares
Zoning:	R1 General Residential and Deferred Matter, reverting to 7(d) Scenic Escarpment
LGA:	Tweed Shire

3.2 Site History

The property has been previously used for a residential dwelling, home orchard and cattle grazing.

3.3 Site Access

Access to the property is from Scenic Drive and Walmsley Road Bilambil Heights. The main access driveway from Scenic Drive will be required to be upgraded to a sealed internal road network.

3.4 Geology and Soils

The property is largely mapped as the 'Billinudgel' soil landscape (Morand 1996), derived from the Palaeozoic Neranleigh-Fernvale Group. Geology consists of thinly bedded fissile shales, siltstones and sandstones with occasional more massive greywackes, volcanic tuffs, agglomerates and sandstones. Soils are deep, moderately well-drained Red Podzolic Soils on crests; moderately deep, moderately well-drained Yellow Earths and Yellow Podzolic Soils on slopes and in better-drained areas.

The south-west corner contains the 'Carool variant a' soil landscape, derived from Lamington Volcanics; being Tertiary basalt with members of rhyolite, trachyte, tuff, agglomerate and conglomerate. The soil landscape consists of rolling hills on Tertiary basalt caps which overlie hills of the Billinudgel soil landscape. 'Variant a' refers to smaller basalt caps with lower (50–100 m) relief and gentler (10–15%) slopes. Soils in this area are deep, well-drained Krasnozems on upper slopes and crests.

3.5 Hydrology

One first-order and one second-order drainage line occur on the property (see **Figure 2**). The site is part of the catchment of the Tweed River estuary and lies some 200m above Birds Bay in the Terranora Broadwater.

3.6 Topography, Aspect and Elevation

Topography of the area contains rolling low hills. Relief is 50–100 m and slopes range from 10–20%. The property slopes from 10m AHD along the northern boundary to 60m on the elevated ridgeline in the centre-south of the property. The site is generally undulating with easterly and westerly aspects from the ridge. The rezoning is proposed in the largely cleared ridge area of the site.

3.7 Landscape Connectivity

National Parks and Nature Reserves

The property lies approximately 1km south of Cobaki Nature Reserve and 1-2km from Tweed Estuary Nature Reserve including Daveys Island, Big Island, Caddies Island and Wommin Island in the Terranora Broadwater. Continuous vegetation almost connects the western vegetation on the lot to Cobaki Nature Reserve.

Fauna Corridors

The property (blue outline shape **Figure 3**) is not mapped as part of any Regional or Sub-regional Fauna Corridor, though it lies between connections to the north and south.



Figure 3 – Regional (green shading) and sub-regional Fauna Corridors surrounding the subject site. Red dots indicate the location of Osprey Nests. The pink dot indicates an active Flying-fox camp and yellow dots indicate previous camps, now inactive.

3.8 Threatened Species and Endangered Ecological Communities

Endangered Ecological Communities (EEC's)

The site includes patches of regrowth rainforest that meet most of the benchmarks for the Plant Community Type BB7 *Hoop Pine – Yellow Tulipwood dry rainforest of the NSW North Coast Bioregion*, despite significant weed infestation in all strata. This community is a candidate for the EEC *Lowland Rainforest in the NSW North Coast and Sydney Basin Bioregions*, listed under the Biodiversity Conservation Act 2016.

Threatened Flora Species

Six threatened flora species were recorded on the property during the survey (Table 2). Threatened flora species recorded in BioNet within 10km of the property are listed in Appendix 4.

Table 2– Threatened flora species recorded during survey.

Scientific Name	Common Name	Status BC Act	Status EPBC Act
<i>Cassia marksiana</i>	Mark's Cassia	Vulnerable	Vulnerable
<i>Cryptocarya foetida</i>	Stinking Cryptocarya	Vulnerable	Vulnerable
<i>Davidsonia jerseyana</i>	Davidson's Plum	Endangered	Endangered
<i>Lepiderema pulchella</i>	Fine-leaved Tuckeroo	Vulnerable	Not Listed
<i>Macadamia tetraphylla</i>	Rough-shelled Bush Nut	Vulnerable	Vulnerable
<i>Syzygium moorei</i>	Coolamon	Vulnerable	Vulnerable

Threatened Fauna Species

No threatened fauna species records are present on BioNet within or adjacent the property. Threatened fauna species recorded in BioNet within 10km of the property are listed in Appendix 4 and include marine and shorebird species due to proximity to the estuary. None of these are likely to use this elevated site away from water.

The site forms potential habitat for Grey-headed Flying-foxes, and a camp occurs within 2km. Other potential threatened species likely to use the site at times include Superb and Rose-crowned Fruit-doves and other rainforest avifauna. The Common Planigale has been found in similar disturbed sites.

3.9 Aboriginal Cultural Heritage

The Tweed has a long and rich Aboriginal cultural history. It is estimated that Aboriginal people have inhabited the Tweed for at least 40,000 years, based on evidence and current knowledge. With the aims of acknowledging and respecting Aboriginal cultural heritage (ACH) and improving the understanding of ACH, Tweed Shire Council adopted the Aboriginal Cultural Heritage Management Plan 2018 (ACHMP) on 5 July 2018. **Map-sheet-014** of the **ACHMP** indicates the entire of the subject property mapped as predicted to be of Aboriginal significance. Since the site comprises part of a ridgeline above an estuarine waterway likely to have plentiful food sources, this Source: *Predictive areas within the Aboriginal Cultural Heritage Management Plan - accessed online on 26 October 2021 at [online https://www.tweed.nsw.gov.au/files/assets/public/documents/community/arts-and-culture/aboriginal-cultural-heritage/achmp-2018-map-sheet-014](https://www.tweed.nsw.gov.au/files/assets/public/documents/community/arts-and-culture/aboriginal-cultural-heritage/achmp-2018-map-sheet-014)*

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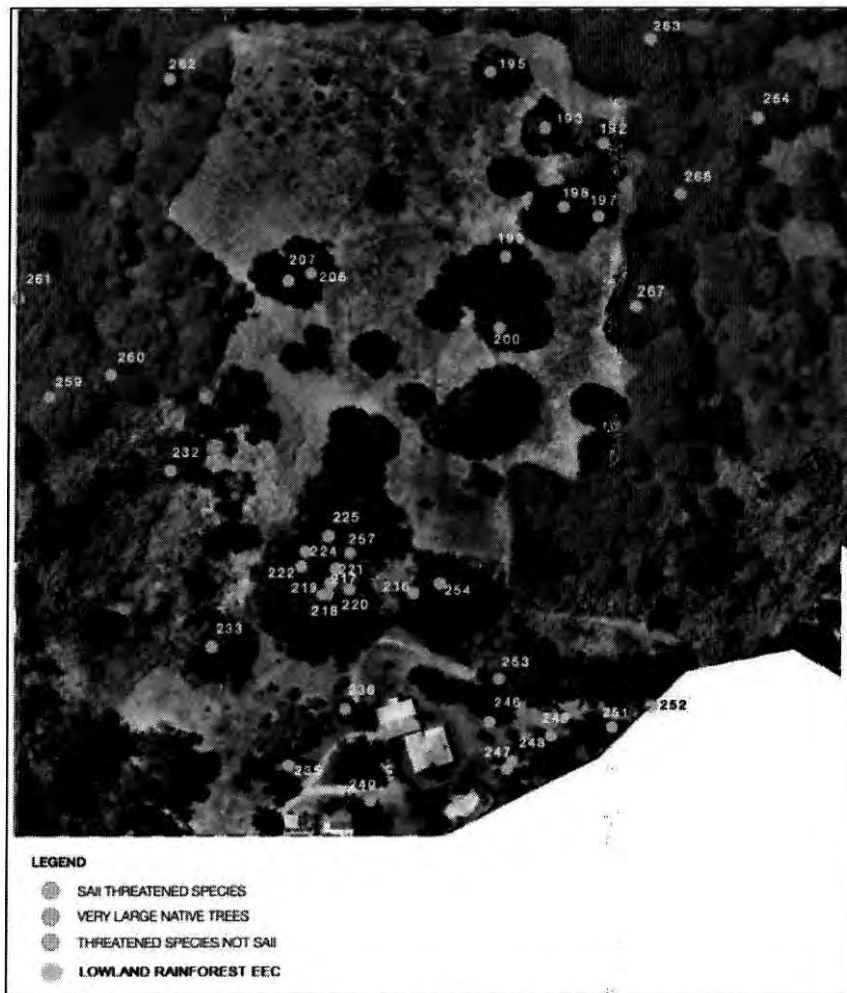
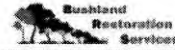


Figure 4: High Environmental Value includes the rainforest EEC and the 'SAI threatened' species recorded on site. Other threatened species and trees with a dbh of 800mm or greater are also shown.

4. FLORA SURVEY

A detailed vegetation survey was undertaken of the vegetation within the proposed development footprint and adjacent vegetation on the east and west within the property at 1 Walmsley Road. The property was surveyed initially on 10th January 2019, again on 30th November 2020 and more recently in May 2021. Initial site survey determined vegetation types and proposed restoration zones, while the 2020 survey mapped threatened species on the site and the habitat value of the small area mapped by Tweed Shire Council as Preferred Koala Habitat. The 2021 surveys determined PCT types and species within the proposed residential zoning and bushfire asset protection zone (APZ) footprints. Trees within the development footprint were tagged and numbered and a list of tree species compiled for all trees with diameter at breast height (dbh) >100mm, as well as all listed threatened species irrespective of size.

Historical evidence indicates that most of the site has been subject to past clearing for a range of agricultural and residential activities. Regrowth native vegetation is concentrated on the east and west of the site as indicated by current aerial photography and survey. The central section of the site is cleared and mown, with established garden areas. Plantings adjacent to the current residential zone include local and non-local natives, as well as local threatened species. There are orchard areas comprised of fruit trees including Lychees and a small plantation of Mango trees. Mature native trees, comprised of two large Moreton Bay Figs *Ficus macrophylla* and associated vegetation, are located centrally on the property. Individual or small clumps of trees occur on the slopes, and planted eucalypts occur in the south-west and along the driveway track from Scenic Drive. The substantial areas of regrowth vegetation on the east and west vary in abundance and diversity of weed and native species but are generally dominated by Camphor Laurel *Cinnamomum camphora*.

4.1 Vegetation Description

Species lists for native plants and weeds are listed in **Appendix 1 and 2**. A comprehensive list of flora species, both native and exotic, was recorded on the site during field survey (**Appendix 1**) to inform the vegetation community descriptions, assess site resilience and vegetation succession, and to guide native species selection for revegetation efforts.

- GPS waypoints for individual flora species within the proposed rezoning footprint, and clumps of vegetation where individual locations could not be accurately separated, are listed in **Appendix 5**.
- A ground-truthed vegetation community map for the site is provided in **Figure 5** overleaf.

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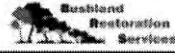


Figure 5. Vegetation Map of the property and surrounds.

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Vegetation Community 1 - Regrowth Dry Rainforest/Camphor Laurel - PCT 887

This community occurs on the western and eastern sides of the lot, separated by low cleared land at the northern end (Figure 6). It most closely aligns with Tweed Vegetation Code 1002 *Early Regrowth Rainforest* and with NSW Plant Community Type 887 *Hoop Pine – Yellow Tulipwood Dry rainforest of the NSW North Coast Bioregions*. North Coast NSW revisions have been introduced within the Burringbar Conondale range and the Tweed Byron Holocene dunes

The tallest stratum is sparse to mid-dense and has gaps in some areas. The tallest stratum is mid-high to tall and consists primarily of Black Wattle *Acacia melanoxylon* and Camphor Laurel *Cinnamomum camphora*, with mixed rainforest species such as Cheese Tree *Glochidion terdinandii*, Brown Kurrajong *Commersonia bartramia* and Foambark *Jagera psuedorhus* throughout, with occasional scattered large trees including Hoop Pine *Araucaria cunninghamii*, Teak *Flindersia australis* and Figs *Ficus macrophylla* and *Ficus watkinsiana*. Weed cover in the tallest stratum is common (20-50%) to dominant (>50%) and consists mainly of Camphor Laurel *Cinnamomum camphora*, with some Slash Pine *Pinus elliotii* present.

The mid stratum is dense and includes a mix of establishing rainforest trees and shrubs such as Hard Quandong *Elaeocarpus obovatus*, Guioa *Guioa semiglauc*, Poison Peach *Trema tomentos*, Cheese Tree *Glochidion terdinandii*, Three-veined Laurel *Cryptocarya triplinervis* and Red Kamala *Mallotus philippinensis*. Weed cover in the mid stratum is dominant and includes species such as *Duranta repens*, Giant Devil's Fig *Solanum chrysotrichum*, Lantana *Lantana camara*, Tobacco Bush *Solanum mauritianum* and Small-leaved Privet *Ligustrum sinense*.

The ground stratum is generally dense beneath Camphor Laurel and includes rainforest herbs, ferns and shrubs including Rough Maidenhair *Adiantum hispidulum*, Soft Fern *Christella dentata*, Blue Flax Lily *Dianella caerulea* and Forest Lomandra *Lomandra spicata*. Weed cover in the ground stratum is common or dominant and is comprised mainly of Singapore Daisy *Spagneticola trilobata*, Broad-leaved Paspalum *Paspalum mandiocanum* and Giant Panic Grass *Panicum antidotale*.



Plate 1 above and Plate 2 below. Regrowth Rainforest / Camphor Laurel forest

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Vegetation Community 2 – Isolated Fig Trees

Two large Moreton Bay Figs occur within the current and proposed R1 zoned land. Canopy species are composed only of the two Figs *Ficus macrophylla*, and some signs of senescence are visible.

Native mid-storey species are of limited diversity and include Foambark, Cheese Tree and Sweet Pittosporum *Pittosporum unculatum*. Weed cover in the mid stratum is dominant and includes species such as Umbrella Tree *Schefflera actinophylla*, Jacaranda *Jacaranda mimosifolia*, Giant Devil's Fig, Winter Senna *Senna pendula* var. *glabrata* and Small-leaved Privet. The significant vine weeds Madeira Vine *Anredera cordifolia* and Coastal Morning Glory *Ipomoea cairica* are climbing into mid-storey trees.

Exotic grasses dominate the ground layer, including Setaria *Setaria sphacelata*, Broad-leaved Paspalum *Paspalum mandiocanum* and Queensland Blue Couch *Digitaria didactyla*, along with Singapore Daisy and various annual and perennial garden escapees.

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Plate 3: Moreton Bay Figs

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Vegetation Community 3 – Open Grassland (exotic)

This community occurs over all the cleared sections of the property and was formerly grazed. It consists primarily of dense Blue Panic *Panicum antibotale*, though other grass and weed species such as *Setaria sphacelata*, Elephant Grass *Pennisetum purpureum* and Giant Devil's Fig *Solanum chrysotrichum* are scattered throughout. Weed cover is dense at 96%.

Surrounding the residential precinct, mown grassland is interspersed with planted garden and orchard species including Lychee *Litchi chinensis*, Mango *Mangifera indica*, Alexander Palms *Archontophoenix alexandrae* and Foxtail Palm *Wodyetia bifurcata*. Two threatened species have been planted, being Coolamon *Syzygium moorei* and Rough-shelled Bush Nut *Macadamia tetraphylla*.



Plates 4 and 5 – Exotic grassland (above) with landscape species including Foxtail Palms (below)



Vegetation Community 4 - Planted eucalypt forest

This community occurs in the south-west corner of the allotment near Walmsley's Road.

The tallest stratum is sparse to mid dense and is comprised solely of planted Eucalyptus species, including Flooded Gum *Eucalyptus grandis*, Sydney Blue Gum *Eucalyptus saligna* and Forest Red Gum *Eucalyptus tereticornis*. Weed species are absent in the tallest stratum due to establishment of the eucalypts.

The mid stratum is open in the east where the groundcover is slashed beneath the trees. The remaining western portion abuts the higher edge of riparian vegetation along an ephemeral gully line, where the mid-stratum becomes mid-dense and consists of a mixture of rainforest tree and shrub seedlings and saplings as per Vegetation Community 1. In the gully area beyond the subject site, weed cover is common to dominant with a range of woody weeds and vines present. It is important to control weeds along this edge as a priority and continue to prevent further weed infiltration.

The ground stratum is generally mid-dense and is dominated by exotic grasses.



Plate 6: Mixed Eucalypt planting



4.2 Exotic Vegetation / Weeds

Weed species of all growth forms (i.e. tree, shrub, vine, groundcover / grass) were recorded during the flora survey (Appendix 2). A total of fifty-five (55) weed species were recorded on the property, with potential for further weed species not noted during initial survey. The dominant weeds on the property are Umbrella Tree, Camphor Laurel, Lantana, Giant Devils Fig and exotic grasses. See Appendix 3 for a full list of weeds recorded on the site. Table 3 lists these weeds and their Biosecurity Priority Categories.

Biosecurity Act (NSW) 2015

The *Biosecurity Act 2015* has repealed the *Noxious Weeds Act 1993* which provided regulatory controls and powers to manage noxious weeds in NSW. The new Act and Regulations streamline the way weeds are managed in NSW, with specific legal requirements for State level priority weeds and Regional high risk priority weeds. In keeping with its premise that biosecurity is a shared community responsibility, the new Act introduces the legally enforceable concept of a General Biosecurity Duty.

For weeds *the General Biosecurity Duty means that any person dealing with plant matter must take measures to prevent, eradicate or minimise / contain the biosecurity risk as far as reasonably practicable.*

Plant matter includes plants, parts of plants and seeds. Dealing has a broad definition in the Act and includes (but is not limited to) activities such as grazing, cropping, fodder production, horticulture, weed control, seed and other plant production, as well as carrying, sale and distribution of these products as part of a commercial, professional, volunteer or recreational activity or lifestyle.

North Coast Regional Strategic Weed Management Plan 2017-2022

The *North Coast Regional Strategic Weed Management Plan 2017-2022*, while not a regulatory document, plays an important role in articulating the shared responsibility principle of the *Biosecurity Act 2015* (the Act) to regulators, stakeholders, public agencies and the wider community. It provides necessary information to enable people to effectively meet the requirements of the General Biosecurity Duty and discharge their obligations under the Act.

The State level priority and Regional high risk priority weeds identified on the site within the entire Vegetation Management Areas during field survey are listed in Table 3, alongside the applicable management category stipulated in the *North Coast Regional Strategic Weed Management Plan 2017-2022*. The weed control strategy and methods for the removal of these priority weeds are detailed in Section 6 of this plan.

Table 3 – State level priority (annotated "S") and Regional high risk priority (annotated "R") weeds.

Common Name	Scientific Name	Management Category				
		PREVENT	ERADICATE	CONTAIN	ASSET PROTECTION	WATCH
Camphor Laurel	<i>Cinnamomum camphora</i>				R	
Coastal Morning Glory	<i>Ipomoea cairica</i>					
Giant Devils Fig	<i>Solanum chrysotrichum</i>			R		
Lantana	<i>Lantana camara</i>				S	
Large-leaved Privet	<i>Ligustrum lucidum</i>					

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Common Name	Scientific Name	Management Category				
		PREVENT	ERADICATE	CONTAIN	ASSET PROTECTION	WATCH
Madeira Vine	<i>Anredera cordifolia</i>					
Passionfruit	<i>Passiflora spp.</i>				R	
Slash Pine	<i>Pinuselliotti</i>				R	
Small-leaved Privet	<i>Ligustrum sinense</i>					
Umbrella Tree	<i>Schefflera actinophylla</i>				R	

Source: North Coast Regional Strategic Weed Management Plan 2017-2022.



Plate 7 Weed-dominated mid and ground layers are common throughout the property.



5. RESTORATION STRATEGY

5.1 Restoration Approach

The rehabilitation strategy in this plan is derived from the common approaches described by Chenoweth EPLA & BRS (2012) in **Table 4** below. The selection of a suitable approach depends on the degree of resilience that is present in the existing native vegetation and/or seed bank, as well as the nature and extent of disturbance including weed infestation. A flow chart (**Figure 6**) has been used to guide the selection of a suitable ecological restoration approach for each vegetation management area.

Table 4 – Common ecological restoration approaches.

Restoration Approach	Application
Natural Regeneration	Where resilience is intact and recovery is automatic with the removal of the cause of damage.
Assisted Natural Regeneration	Where degrees of resilience exist and "triggered" interventions (either disturbance or resource provision) can affect recovery by natural regeneration.
Reconstruction (Revegetation)	Where resilience is depleted, and abiotic or biotic elements need wholesale importation or major amendment before recovery can commence.
Fabrication (Type Conversion)	Where conditions are permanently changed and better-adapted local systems can be regenerated or constructed to restore integrity to the landscape.

Source: Chenoweth EPLA & BRS 2012.

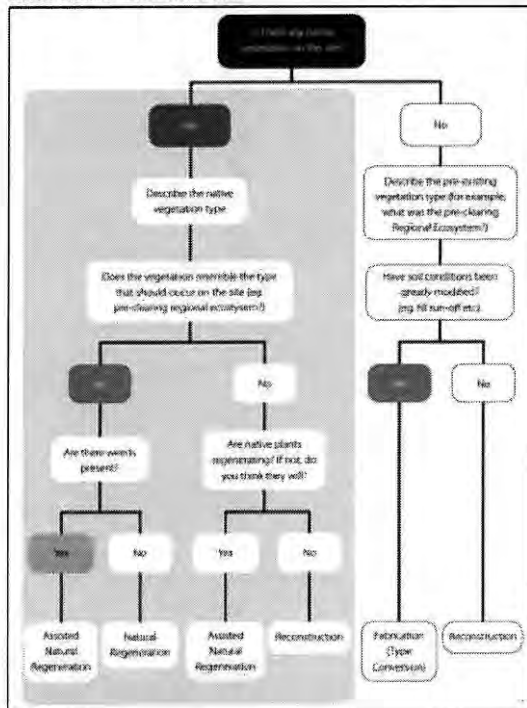


Figure 6 – Selection of restoration approach. Source: Chenoweth EPLA & BRS 2012.

5.2 Vegetation Management Area

This HRP applies to all vegetation within the site, outside of existing cleared land and planted landscape areas. It includes remnant and regrowth forest, which occupies an eastern and western corridor on the site. This area presents the opportunity to protect and enhance native remnant / regrowth forest and related flora and fauna habitat values, including a range of observed threatened and rare flora and fauna species, as well as to limit the dispersal of weedy propagules from upper gullies into downstream areas of the site.

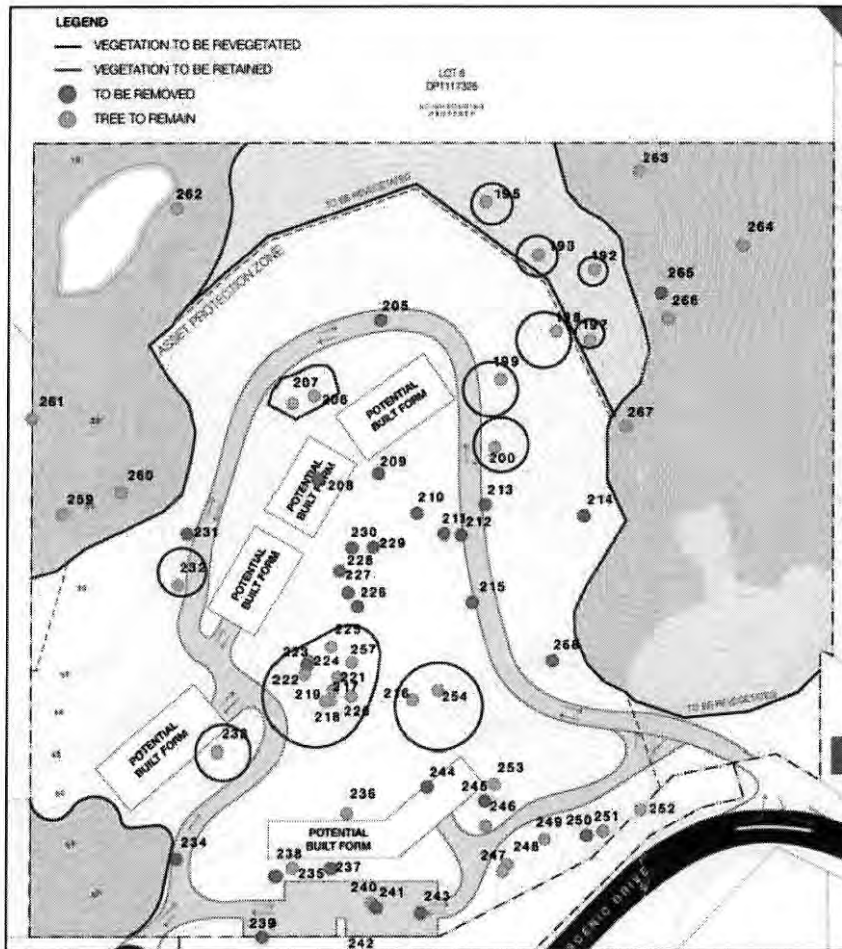


Figure 7: The Vegetation Management Area includes the areas shaded green above, as well as the green circled areas in the centre of the property, surrounding numbers 218 and 254. Other green circled areas represent the canopy of large native trees to be retained. The overlain development is representative only and must be designed with protected areas in mind.



5.3 Bush Regeneration Work Zones

The vegetation management area is divided into five bush regeneration work zones (Figure 3) based on the vegetation (both native and exotic), the required restoration approach, and accessibility / navigability from existing tracks, fences and other landmarks throughout the property. The recommended sequence of habitat restoration actions for vegetation management are described in Tables 5 to 9 below.

The existing regrowth rainforest on site is split into two areas recorded as: Lowland Rainforest/Camphor Laurel East and West. These areas can be converted over time to high conservation value Lowland Rainforest. These areas designated for Environmental Protection are currently severely impacted by weed. The areas include cleared sections dominated by tall exotic grass and on the west a dam surrounded by tall exotic grasses. The descriptions for Zones 1 and 2 provide details of the dominance of weed species in both locations.

Restoration Zone 1 (1.34ha) - Regrowth Lowland Rainforest/Camphor Laurel - East

Zone 1 follows the eastern property boundary and occupies most of the eastern side of the property. This work zone varies between 100m wide in the north to 75m wide in the south and has a total area of 1.34ha. Generally, weed density is high throughout Zone 1.

The cover of the tallest stratum is sparse to mid-dense, with canopy gaps in places. The tallest stratum is mid-high to tall and consists primarily of Black Wattle *Acacia melanoxylon* and Camphor Laurel *Cinnamomum camphora* with mixed rainforest species such as Cheese Tree *Glochidion ferdinandi*, Brown Kurrajong *Commersonia bartramia* and Foambark *Jagera pseudorhus* occasional throughout. Weed cover in the tallest stratum is common (20-50%) or dominant (>50%) and consists mainly of Camphor Laurel.

The mid stratum is dense and includes a mix of establishing rainforest trees and shrubs. Weed cover in the mid stratum is dense and includes species such as Duranta *Duranta repens*, Giant Devil's Fig *Solanum chrysotrichum*, Lantana *Lantana camara* and Small-leaved Privet *Ligustrum sinense*. An apparently isolated patch of Madeira Vine *Anredera cordifolia* was recorded in the zone near tree number 266 on Figure 4.

The ground stratum includes rainforest herbs, ferns and shrubs and is generally dense unless beneath mature Camphor Laurel. Weed cover in the ground stratum is common or dominant and is comprised mainly of Singapore Daisy *Spagneticola trilobata*, Broad-leaved Paspalum *Paspalum mandiocanum* and Blue Panic *Panicum anticbotale*

Table 5 on page 19 provides a list of recommended management actions for Zone 1 and Zone 2.

Refer to the complete weed species list for a more comprehensive range of exotic species requiring treatment.

Table 7 provides a proposed planting list, should assisted natural regeneration prove unsuccessful in the southern end of Zone 1. This would follow assessment of Year 1 monitoring results – specifically an indication that no or few individual native plants have recruited in the zone - such that reconstruction is considered necessary to achieve the performance criteria (cover/ height) within the allocated five-year timeframe. Consultation and agreement with Tweed Shire Council would precede such a decision.

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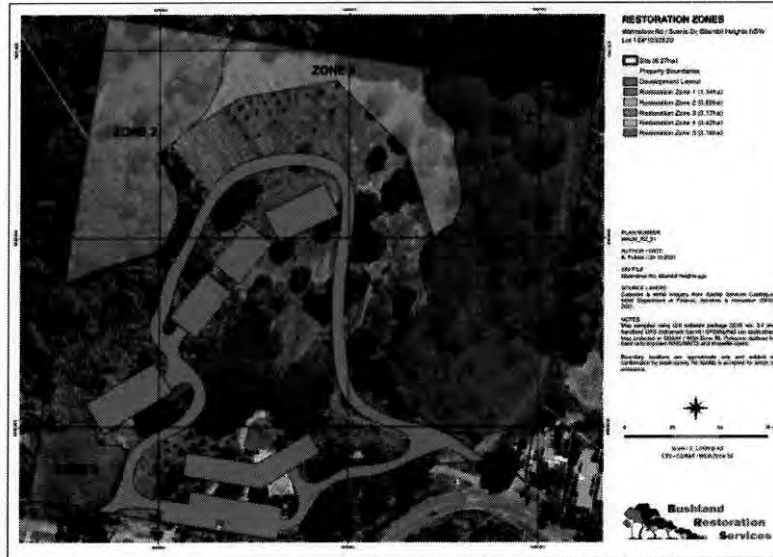
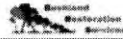


Figure 8 Habitat Restoration Zones

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Restoration Zone 2 (0.69 ha) - Regrowth Lowland Rainforest (Camphor Laurel (West) -

The tallest stratum is sparse to mid-dense and has occasional gaps, with a very sparse canopy in some areas, where the need for planting will be assessed following primary work. The tallest stratum is mid-high to tall and consists primarily of *Acacia melanoxylon* and *Cinnamomum camphora* with mixed rainforest species such as Cheese Tree, *Guioa Guioa semiglauc*a and *Foambark* throughout. Weed cover in the tallest stratum is common (20-50%) and consists mainly of *Cinnamomum camphora*, though some Slash Pine *Pinus ellioti* are present.

The mid stratum is dense and includes a mix of establishing rainforest trees and shrubs. Weed cover in the mid stratum is dominant and includes species such as *Duranta repens*, *Solanum chrysotrichum*, *Lantana camara* and Tobacco Bush *Solanum mauritianum*. This zone contains an individual specimen of Mark's Cassia *Cassia markisiana*, a flora species listed as Endangered under the *Biodiversity Conservation Act 2016*. The GPS location of the individual has been recorded and another record occurs on the property to the north, which is currently under ecological restoration. Care must be taken to avoid any impact on this threatened species, and to encourage seed set and regeneration over lower parts of Zone 2.

The ground stratum includes rainforest herbs, ferns and shrubs and is generally dense unless beneath mature *Cinnamomum camphora* where the canopy is sparse. Weed cover in the ground stratum is common or dominant and is comprised mainly of Broad-leaved Paspalum *Paspalum mandiocanum*, Mistflower *Ageratina riparia* and Blue Panic *Panicum antidotale*.

It is proposed that works commence along the southern and western boundaries of Zone 2 to address the high diversity and abundance of weed species which radiate out from the adjacent dwelling precinct. Many of the weed species in this area should be treated as priorities for control - to restrict further spread into adjacent bushland. Primary works undertaken in Zone 2 should include a range of manual weed control techniques including hand weeding, cut-scrape-paint, scrape and paint, stem injection, spot-spraying and over-spraying. The following schedule provides a list of recommended management actions for Zone 1 and Zone 2.

Table 6: Zone 1 and Zone 2 restoration actions and sequence

Sequence of Work	Dominant Weed Species	Management Actions
Primary Work Year 1	Camphor Laurel Umbrella Tree Wild Tobacco Giant Devils Fig Lantana Small-leaved Privet Night Flowering Jasmine	<ul style="list-style-type: none"> ▪ Cut, scrape and paint (CSP) Camphor Laurel, Umbrella Tree and all woody weeds. ▪ Stem inject larger trees such as mature Camphor Laurel, Slash Pine and Umbrella Tree. ▪ Lop all cut stems into 40cm billets and spread on the ground. Do not pile up discarded weed material. ▪ Isolated plants can be hand pulled. ▪ Work systematically and comprehensively through the zone.
	Madeira Vine Passiflora sp. Cats Claw Creeper	<ul style="list-style-type: none"> ▪ Madeira Vine stems to be scraped and painted - do not cut, and leave in situ. ▪ Cut other exotic vines at shoulder height, hang biomass above the ground and paint the cut base of the plant with herbicide. Small or shallow rooted specimens can be hand pulled.
	Singapore Daisy B.L. Paspalum Molasses Grass Palm Grass Blue Panic Blue Billy Goat Weed Mistflower	<ul style="list-style-type: none"> ▪ Isolate and prepare suitable weed infestations for over spraying or spot spraying. ▪ Spot spray all exotic grasses, herbs and groundcover weeds throughout the zone, working thoroughly and systematically. ▪ Follow up the spot spray every 2 months depending on season and prevailing weather conditions.

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Sequence of Work	Dominant Weed Species	Management Actions
Follow Up Year 2 & 3	Regrowth of woody weeds, exotic vines, grasses and groundcovers	<ul style="list-style-type: none"> Follow up spot spray (approx. 4 visits / year) depending on season and prevailing weather conditions. Encourage recruitment of native species by well-timed control of weeds.
Maintenance Year 4 & 5	As per Follow Up (Year 2 & 3) described above	<ul style="list-style-type: none"> Follow up spot spray (approx. 3 visits / year) depending on season and prevailing weather conditions. Encourage recruitment of native species by well-timed control of weeds.

Restoration Zone 3 (0.17 ha) - Planted eucalypts

The cover of the tallest stratum is sparse to mid dense and comprised solely of planted *Eucalyptus* species. Weed cover in the tallest stratum is sparse due to establishment of the eucalypts.

The mid stratum is open in the east where the groundcover is regularly slashed beneath the trees. Weed cover in the remaining western portion is sparse – though a range of woody weeds and vines are present amongst a mixture of establishing rainforest trees and shrubs beyond the property boundary to the west.

The ground stratum is generally dense and is dominated by exotic grasses.

It is proposed that works commence along the eastern boundary of Zone 3, then progress westward to meet the upper edge of riparian vegetation along the adjacent drainage line, focusing on the exotic grass infestations on the subject property. Primary works undertaken in Zone 3 should include a range of manual weed control techniques including hand weeding, cut-scrape-paint, stem injection and spot spraying. Recommended management actions for Zone 3 are shown in Table 6 below.

Table 6: Zone 3 restoration actions and sequence

Sequence of Work	Dominant Weed Species	Management Actions
Primary Work Year 1	BL Paspalum Molasses Grass Guinea Grass Red Natal Grass Siratro Crofton Weed	<ul style="list-style-type: none"> Isolate and prepare weed infestations for over spraying or spot spraying Spot spray all exotic grasses, herbs and groundcover weeds throughout the zone, working thoroughly and systematically. Follow up the spot spray every 2 months depending on season and prevailing weather conditions.
	Corky Passionflower White Passionflower	<ul style="list-style-type: none"> Cut exotic vines at shoulder height, hang biomass above the ground and paint the cut base of the plant with herbicide. Small or shallow rooted specimens can be hand pulled.
	Camphor Laurel Umbrella Tree Wild Tobacco Giant Devils Fig	<ul style="list-style-type: none"> Cut, scrape and paint (CSP) Camphor Laurel, Umbrella Tree and all woody weeds Isolated plants can be hand pulled. Work systematically and comprehensively through the zone.

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Sequence of Work	Dominant Weed Species	Management Actions
Follow Up Year 2 & 3	Regrowth of woody weeds, exotic vines, grasses and groundcovers	<ul style="list-style-type: none"> Follow up spot spray (approx. 4 visits / year) depending on season and prevailing weather conditions. Encourage recruitment of native species by well-timed control of weeds.
Maintenance Year 4 & 5	As per Follow Up (Year 2 & 3) described above	<ul style="list-style-type: none"> Follow up spot spray (approx. 3 visits / year) depending on season and prevailing weather conditions. Encourage recruitment of native species by well-timed control of weeds.

Restoration Zone 4 (0.42 ha)

Zone 4 is located in the centre-north of the property and consists of cleared exotic grassland with occasional Camphor Laurel and isolated native trees such as Teak *Flindersia australis*. Part of this area includes young mango trees planted as an orchard, which will require removal. Zone 4 is intended for rainforest planting (following weed control) with the aim to connect the eastern and western rainforest corridors.

Most of Zone 4 is maintained as low grassland and regularly slashed, amongst native and fruit trees. Other weeds are sparse in maintained areas. Umbrella Tree and vine weeds are the most prevalent exotics in Zone 4. The following schedule provides a list of recommended management actions for Zone 4.

Table 7: Zone 4 restoration actions and sequence

Sequence of Work	Dominant Weed Species	Management Actions
Primary Work Year 1	Umbrella Tree Mango Camphor Laurel	<ul style="list-style-type: none"> Cut, scrape and paint (CSP) all woody weeds Stem inject larger trees such as Umbrella Tree, Camphor Laurel and larger Mango trees Work systematically and comprehensively through the zone
	B.L. Paspalum Molasses Grass Guinea Grass Red Natal Grass	<ul style="list-style-type: none"> Spot spray or overspray all exotic grasses and groundcover weeds throughout the zone, working thoroughly and systematically. Follow up the spot spray in preparation for planting.
Planting Year 1		<ul style="list-style-type: none"> Auger holes on day of planting. Plant 1200 mixed rainforest species as per Table 7 below. Water and fertilise Follow up watering as required.
Follow Up Year 2 & 3	Regrowth of woody weeds, grasses and groundcovers	<ul style="list-style-type: none"> Follow up spot spray (approx. 4 visits / year) depending on season and prevailing weather conditions. Encourage recruitment of native species by well-timed control of weeds.
Maintenance Year 4 & 5	As per Follow Up (Year 2 & 3) described above	<ul style="list-style-type: none"> Follow up spot spray (approx. 3 visits / year) depending on season and prevailing weather conditions. Encourage recruitment of native species by well-timed control of weeds.

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Table 8 - Planting list – 2 - 3m spacings (Zone 4 - and Zone 1 south, if required)

Scientific Name	Common Name	Numbers
<i>Acacia melanoxylon</i>	Blackwood	180
<i>Araucaria cunninghamii</i>	Hoop Pine	180
<i>Aphitonia exelsa</i>	Red Ash	180
<i>Commersonia bartramia</i>	Brown Kurrajong	180
<i>Flindersia australis</i>	Teak	180
<i>Flindersia bennettiana</i>	Bennett's Ash	180
<i>Grevillea robusta</i>	Silky Oak	180
<i>Jagera pseudorhus</i>	Foam Bark	180
<i>Glochidion ferdinandi</i>	Cheese Tree	180
<i>Guioa semiglauc</i>	Guioa	180
Total		1800

Includes Zone 1 (south – planting list), should the Year 1 monitoring results indicate a fallback position is warranted - if native species regeneration is deemed insufficient following Year 1 Primary works.

Restoration Zone 5 (0.16 ha) – Moreton Bay Figs

Restoration Zone 5 occurs in the centre of the proposed R1 General Residential land use zone in the centre of the property. The zone consists of two large Moreton Bay Figs *Ficus macrophylla* and associated native species regeneration amongst significant weed cover. It is proposed that Zone 5a and 5b, will be retained and protected as a condition of consent and will be a conservation feature within the Development Envelope boundary.

The canopy layer consists of the two large mature Fig trees, with isolated Camphor Laurel and Umbrella Tree in the mid-storey. The mid-storey weed cover is mid-dense is and contains Umbrella Tree as the most prevalent weed, along with moderate levels of *Ochna serrulata*, Lantana, Winter Senna *Senna pendula* var. *glabrata* and vine weeds including Coastal Morning Glory *Ipomoea cairica*, White Passionflower *Passiflora subpeltata* and Corky Passionflower *Passiflora suberosa*. The ground layer is weed-dominated and contains exotic grasses and Singapore Daisy.

Threatened species identified during survey within Zone 5 include Stinking Cryptocarya *Cryptocarya foetida* and Fine-leaved Tuckerero *Lepidodermis pulchella*. Outside the canopy area, Zone 5 is regularly slashed to a low grassland. Under the Fig canopy, lots of regenerating native species occur, with common weeds around edges.

It is proposed that works commence along the southern boundary boundary of Zone 5a and 5b progressing northward with each subsequent treatment line. Primary works undertaken in Zone 5 should include a range of manual weed control techniques including hand weeding, cut-scrape-paint and spot spraying. The following schedule provides a list of recommended management actions for zone 5.

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Table 8: Zone 5a and 5b restoration actions and sequence

Sequence of Work	Dominant Weed Species	Management Actions
Primary Work (Year 1)	Umbrella Tree Small-leaved Privet Camphor Laurel Wild Tobacco Giant Devils Fig Lantana	<ul style="list-style-type: none"> ▪ Cut, scrape and paint (CSP) Camphor Laurel, Umbrella Tree and all woody weeds. ▪ Stem inject larger saplings such as Camphor Laurel and Umbrella Tree. ▪ Lop all cut stems into 40cm billets and spread on the ground. Do not pile up discarded weed material. ▪ Isolated plants can be hand pulled. ▪ Work systematically and comprehensively through the zone
	Coastal Morning Glory White Passionflower	<ul style="list-style-type: none"> ▪ Cut all exotic vines at shoulder height, hang biomass above the ground and paint the cut base of the plant with herbicide. Small or shallow rooted specimens can be hand pulled.
	Singapore Daisy Wandering Dew Exotic grasses Garden escapees	<ul style="list-style-type: none"> ▪ Isolate and prepare suitable weed infestations for over spraying or spot spraying ▪ Spot spray all exotic grasses, herbs and groundcover weeds throughout the zone, working thoroughly and systematically. ▪ Follow up the spot spray every 2 months depending on season and prevailing weather conditions.
Follow Up (Year 2 & 3)	Regrowth of woody weeds, exotic vines, grasses and groundcovers	<ul style="list-style-type: none"> ▪ Follow up spot spray (approx. 4 visits / year) depending on season and prevailing weather conditions. ▪ Encourage recruitment of native species by well-timed control of weeds.
Maintenance (Year 4 & 5)	As per Follow Up (Year 2 & 3) described above	<ul style="list-style-type: none"> ▪ Follow up spot spray (approx. 3 visits / year) depending on season and prevailing weather conditions. ▪ Encourage recruitment of native species by well-timed control of weeds.



5. IMPLEMENTATION MEASURES

6.1 Schedule of Works

This plan specifies a five (5) year duration for the weed control program (Table 9) comprising primary weed control and planting (Year 1), then follow-up weed control (Year 2 & 3) followed by site maintenance (Year 4 & 5).

Table 9 – Five (5) year implementation schedule for bush regeneration and planting works.

Year	Activity
1	<ul style="list-style-type: none"> Two (2) photo-points to be set up within each restoration zone and baseline monitoring data recorded prior to commencement of any habitat restoration works. Primary weed control in restoration zones 1, 2, 3 and 5, and site preparation for planting in Zone 4. Planting in Zone 4 (and in Zone 1 gaps if required after Year 1 monitoring) - Subtropical Rainforest pioneer species as per Table 7. Follow up weed control in all vegetation management zones every 2 months or as required. Repeat photo point monitoring at the end of Year 1. Submit annual progress report with monitoring results to Tweed Shire Council.
2 & 3	<ul style="list-style-type: none"> Maintenance weed control in all zones (approx. 4 visits / year) Repeat photo point monitoring at the end of Year 2 & 3. Submit annual progress report with monitoring results to Tweed Shire Council.
4 & 5	<ul style="list-style-type: none"> Maintenance weed control in all zones (approx. 3 visits / year) Repeat photo point monitoring at the end of Year 4 & 5. Submit final evaluation report with all monitoring results to Tweed Shire Council.

6.2 Weed Control Methods

Weeds must be controlled in such a way that they are replaced by native species. Weed control in this context consists of several stages including (a) primary weed control, (b) follow up weed control, and (c) maintenance of the site. The sequence of proposed works is based upon the need to arrest the degradation factors while maximising the regeneration potential in the vegetation management zone. Seasonal weather conditions and the need to systematically follow up weed control are also important considerations. Weed control methods are provided in **Appendix 3**.



7. GENERAL GUIDELINES

7.1 Bush Regenerators

On ground weed control works and maintenance must be undertaken by qualified bush regenerators holding TAFE Conservation & Land Management Certificate 3 (and supervisor holding CLM Certificate 4) or equivalent and with minimum 3 years' experience working in local rainforest and sclerophyll forest vegetation communities. A qualified bush regenerator will be capable of advising on the extent and timing of works, record keeping, selected locations and appropriate species for planting, and site maintenance program.

Supervising bush regenerators must hold an appropriate licence (issued under the *Biodiversity Conservation Act 2010*) to work in the habitat of threatened species and endangered ecological communities prior to commencing on-ground weed control works.

7.2 Pesticide Application

Use of chemicals such as herbicides and their additives must only be carried out by personnel who hold current chemical users' certificates. These chemicals must be used in accordance with label directions unless an off-label use permit is procured from the Australian Pesticides and Veterinary Medicines Authority (APVMA).

Chemical use records must also be kept and include weather conditions, areas treated, amounts used and application rates in accordance with the *NSW Pesticides Act 1999*.

7.3 Workplace Health and Safety

All works are to adhere to the relevant industry standards, permits, certificates and regulations. In accordance with the *Work Health and Safety Act 2011* and *Work Health and Safety Regulations 2017* workers will comply to ensure safety in the workplace. Contractors are also required to provide WorkCover for employees or ensure sub-contractors hold individual personal insurance for bush regeneration work. Contractors approved by Tweed Shire Council need to ensure they have submitted and adhere to an approved current Work Health and Safety System as per Council requirements.

7.4 Aboriginal Cultural Heritage

The site contains areas mapped as 'Predictive Aboriginal Cultural Heritage' under the *Tweed Shire Council Aboriginal Cultural Heritage Management Plan 2018*. All staff will be inducted into aspects of Aboriginal culture that may arise on the site, such as discovery or unearthing of artefacts/midden sites.

If cultural heritage objects are found on site, work must immediately cease and the Aboriginal Sites Officer of the Biodiversity Conservation Division of DPIE and TSC Project Officer be notified. Work will not continue until permission is granted by DPIE or the local Tweed Byron Local Aboriginal Land Council.



8. MONITORING AND REPORTING

Effective monitoring and evaluation of relevant vegetation attributes provides evidence that agreed project objectives and outputs are being delivered. It also assists in implementing site-specific adaptive management approaches. Effective monitoring and evaluation rely on consistent comparisons between quality baseline data and data collected at regular intervals during the progression of on-ground works.

8.1 Monitoring Methodology

The habitat restoration program will be monitored annually using photo points. Two (2) photo points are to be set up within each bush regeneration work zone prior to commencement of work. The photo point location should be determined using a GPS, with point coordinates recorded in the work diary or Daily Record Sheet and marked on a map of the site. The compass orientation of each photo should also be noted. The photo points are to be set up as follows:

- Photo point location marked using a star picket with protective cap on the top.
- The marker to be located in the centre of the photo to provide a reference point.
- Photos to be taken in the same direction and time of the day each time.
- The camera lens, angle and height to be the same for each photo.

The photo points are to be repeated on an annual basis for five (5) years and photos included within annual progress reports to Tweed Shire Council.

8.2 Performance Indicators

The monitoring program which measures performance indicators (Table 10) has been designed to gauge the progressive success of the program and allow for the early detection of risk factors that may impede the achievement of project objectives. This provides an opportunity for adaptive management and improves the chances of success for the project.

Table 10 – Summary of Performance Indicators for each Restoration Zone.

Vegetation Management Area	Objective (Section 2)	Performance Indicator	Timing	Responsibility
All remnant and regrowth forest outside cleared land	Weed control, natural regeneration	<ul style="list-style-type: none"> ▪ Retained vegetation adequately protected with no encroachments. ▪ Weed cover reduced to <10% in all vegetation strata. ▪ Weed cover reduced to <5% in all vegetation strata. ▪ Weed cover reduced to 0% in all vegetation strata. ▪ Increase in natural plant recruitment compared to previous year. 	Annual Year 1 Year 2 Year 3-5 Annual	Bush regeneration contractor

Table 11: Performance Indicators for Zone 4 (and Zone 1 if required) - planting

Performance Indicator
Planted stock to achieve 90% survival rate at completion of year one.
Primary treatment of all weeds in the vegetation management zone to achieve environmental weed cover of less than 10% ground cover and less than 5% shrub and tree layer species at completion of year two.
During years 3-5 (maintenance period) environmental weeds are to be progressively treated to ensure no weeds are present at completion of year five.
Growth of planted tree stock to achieve average 1m growth by year three.
Growth of planted tree stock to achieve average 1.5 m by year five.
Growth of planted tree stock to achieve cumulative cover of 80% by year five.
Planting stock to achieve a survival rate of 90 % by year 5.
During the establishment and maintenance period increased recruitment of native species and increased percentage cover of native species to be achieved.

8.3 Reporting

The bush regeneration contractor undertaking the weed control and revegetation works must provide an annual progress report to Tweed Shire Council for the duration of the five (5) year program. The annual report is to include:

- A brief discussion of works completed to date, including an update on the progress of plantings, weed control and assisted natural regeneration works.
- A description of project issues and potential resolution (i.e. adaptive management).
- A self-assessment against the Performance Indicators provided in this plan.
- Repeat photo point monitoring
- Recommendations for future vegetation management works.
- Copies of Daily Record Sheets.

In addition to progress reports, a final evaluation report is to be prepared at the end of the five-year program. The evaluation report will summarise the monitoring data over the five-year period, discuss findings and provide recommendations for future management of the site.

8.4 Adaptive Management

A key factor for project success will be the ability of those implementing the plan to respond to changing site conditions. The purpose of regular monitoring, recording and reporting is not only to document the progress of the project, but also to respond to unanticipated site circumstances, provide feedback on the success or failure of the plan, and allow adaptation of the management actions and implementation measures to achieve maximum effectiveness in vegetation and fauna management. Where necessary, an adaptive management statement should be prepared and detail the nature of any issues that may threaten the achievement of project objectives as well as appropriate corrective actions, for review and endorsement by Tweed Shire Council.

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APPENDIX 1 - Native Flora Species List

Scientific Name	Common Name
<i>Acacia melanoxylon</i>	Blackwood
<i>Adiantum hispidulum</i>	Maiden-hair Fern
<i>Alpinia caerulea</i>	Native Ginger
<i>Aphananthe philippinensis</i>	Rough-leaved Elm
<i>Araucaria cunninghamiana</i>	Hoop Pine
<i>Archontophoenix cunninghamii</i>	Bangalow Palm
<i>Asplenium australasicum</i>	Birds Nest Fern
<i>Baloghia inophylla</i>	Brush Bloodwood
<i>Capparis arborea</i>	Caper Bush
<i>Cassia martsiana</i>	Brush Cassia
<i>Casuarina glauca</i>	Swamp Oak
<i>Christella dentata</i>	Soft Fern
<i>Cissus anarctica</i>	Kangaroo Vine
<i>Cissus hypoglauca</i>	Native Grape
<i>Commersonia bartramia</i>	Brown Kurrajong
<i>Cordyline patellaris</i>	Broad-leaved Palm Lily
<i>Corymbia citriodora</i> *	Lemon-scented Gum
<i>Cupaniopsis anacardioides</i>	Tuckeroo
<i>Cryptocarya foetida</i>	Stinking Cryptocarya
<i>Cryptocarya triplinervis</i>	Three-veined Laurel
<i>Cyathea cooperi</i>	Tree Fern
<i>Cyperus polystachyos</i>	Bunchy Sedge
<i>Davidsonia jerseyana</i> *	Davidson's Plum
<i>Denhamia celastroides</i>	Denhamia
<i>Derris involuta</i>	Fish Poison Vine
<i>Dianella caerulea</i>	Blue Flax Lily
<i>Elaeocarpus obovatus</i>	Hard Quandong
<i>Eucalyptus grandis</i> *	Flooded Gum
<i>Eucalyptus robusta</i> *	Swamp Mahogany
<i>Eucalyptus saligna</i> *	Sydney Blue Gum
<i>Ficus coronata</i>	Creek Sandpaper Fig
<i>Ficus fraseri</i>	Sandpaper Fig
<i>Ficus macrophylla</i>	Moreton Bay Fig
<i>Ficus rubiginosa</i>	Rusty Fig
<i>Ficus watkinsiana</i>	Strangler Fig
<i>Flindersia australis</i>	Teak
<i>Flindersia bennettiana</i>	Bennetts Ash
<i>Glochidion ferdinadii</i>	Cheese Tree
<i>Glochidion sumatranum</i>	Umbrella Cheese Tree
<i>Guioa semiglauc</i>	Guioa
<i>Gravillea robusta</i>	Silly Oak
<i>Hibbertia scandens</i>	Yellow Guinea Flower

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Scientific Name	Common Name
<i>Jagera pseudorhus</i>	Foambark
<i>Lepiderema pukehela</i>	Fine-leaved Tuckeroo
<i>Linospadix monostachyos</i>	Walking Stick Palm
<i>Lomandra spicata</i>	Forest Lomandra
<i>Macadamia tetraphylla</i>*	Rough-shelled Bush Nut
<i>Macaranga tanarius</i>	Macaranga
<i>Maclura cochinchinensis</i>	Cockspur
<i>Mallotus philippinensis</i>	Red Kamala
<i>Neolitsea dealbata</i>	White Bolly Gum
<i>Notalaea longifolia</i>	Large Mock-olive
<i>Parsonsia straminea</i>	Common Silkpod
<i>Pitidostigma glabrum</i>	Plum Myrtle
<i>Pittosporum undulatum</i>	Sweet Pittosporum
<i>Poutaria australis</i>	Black Apple
<i>Pteridium esculentum</i>	Bracken Fern
<i>Schoenoplectiella mucronata</i>	Bog Bullrush
<i>Smilax australis</i>	Smilax
<i>Sparganium subglandulosum</i>	Burr Plant
<i>Stephania japonica</i>	Snake Vine
<i>Strabius brunonianus</i>	Whalebone Tree
<i>Synoum glandulosum</i>	Scentless Rosewood
<i>Syzygium moorei</i>*	Coolamon
<i>Trocaea ciliata</i>	Red Cedar
<i>Trapa tomentosa</i>	Poison Peach
<i>Typha orientalis</i>	Typha

KEY

Species in Bold = Threatened species

*Species asterisk = Planted around house site and in Eucalypt plantation

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APPENDIX 2: Exotic species recorded on the property

Scientific Name	Common Name
<i>Ageratina adenophora</i>	Crofton Weed
<i>Ageratina riparia</i>	Mistleflower
<i>Ageratum houstonianum</i>	Blue Billygoat Weed
<i>Anredera cordifolia</i>	Maderia Vine
<i>Archontophoenix alexandre</i>	Alexander Palm
<i>Asparagus aethiopicus</i>	Ground Asparagus
<i>Bracharia decumbens</i>	Signal Grass
<i>Cestrum nocturnum</i>	Night Jasmine
<i>Chloris gayana</i>	Windmill Grass
<i>Cinnamomum camphora</i>	Camphor Laurel
<i>Cuphea carthagenensis</i>	Cuphea
<i>Desmodium uncinatum</i>	Silver-leaf Desmodium
<i>Dolichandra unguis-cati</i>	Cat's Claw Creeper
<i>Duranta repens</i>	Duranta
<i>Eclipta prostrata</i>	False Daisy
<i>Erythrina X sykesii</i>	Coral Tree
<i>Eugenia uniflora</i>	Brazilian Cherry
<i>Ipomoea carnea</i>	Coastal Morning Glory
<i>Lantana camara</i>	Lantana
<i>Ligustrum lucidum</i>	Large-leaved Privet
<i>Ligustrum sinense</i>	Small-leaved Privet
<i>Ludwigia peruviana</i>	Peruvian Water Primrose
<i>Macroptilium atropurpureum</i>	Siratro
<i>Macrotyloma axillare</i>	Horse Gram
<i>Mangifera sp</i>	Mango
<i>Megathyrsus maximus</i>	Guinea Grass
<i>Melinis minutiflora</i>	Molasses Grass
<i>Melinis repens</i>	Red Natal Grass
<i>Murraya koenigii</i>	Curry Leaf Tree
<i>Murraya paniculata</i>	Orange Jessamine
<i>Neotonia wightii</i>	Glycine
<i>Nymphaea caerulea</i>	Blue Lotus
<i>Ochna serrulata</i>	Mickey Mouse Plant
<i>Panicum antidotale</i>	Blue Panicum
<i>Paspalum mandiocanum</i>	Broad-leaved Paspalum
<i>Passiflora edulis</i>	Edible Passionfruit
<i>Passiflora suberosa</i>	Corky Passionflower
<i>Passiflora subpeltata</i>	White Passionflower
<i>Pennisetum purpureum</i>	Elephant Grass
<i>Pinus elliptica</i>	Slash Pine
<i>Rubus ellipticus</i>	Golden Himalayan Raspberry
<i>Schefflera actinophylla</i>	Umbrella Tree

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Scientific Name	Common Name
<i>Schefflera arboricola</i>	Dwarf Schefflera
<i>Schinus terebinthifolia</i>	Broad-leaved Pepper Tree
<i>Senna pendula</i> var <i>glabrata</i>	Winter Senna
<i>Senna septentrionalis</i>	Smooth Senna
<i>Selania sphaecelata</i>	Pigeon Grass
<i>Solanum capsicoides</i>	Devil's Apple
<i>Solanum chrysotrichum</i>	Giant Devil's Fig
<i>Solanum mauritianum</i>	Tobacco Bush
<i>Sorghum halepense</i>	Johnson Grass
<i>Sphagneticola trilobata</i>	Signapore Daisy
<i>Syagrus romazoffianum</i>	Cocos Palm
<i>Triumfetta rhomboidea</i>	Chinese Burr
<i>Verbena</i> sp	Verbena

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APPENDIX 3 - Weed Control Methods

"Cut-scrape-paint" method: This method applies to all woody shrubs, trees and some vines e.g. Camphor laurel, Senna, Lantana.

- Cut plant low to the ground at an angle.
- Apply herbicide immediately at the rate of 1 part glyphosate to 1 part water with a paintbrush approximately 1.5 cms. wide.
- Scrape sides lightly to reveal green tissues and apply the herbicide to the scraped area.
- Take care that the brush is not contaminated with soil.

Stem Injection: This method applies to all woody trees and shrubs with a stem diameter >6 cms, e.g. Camphor Laurel trees.

- With a drill (10mm bit), drill a hole at a downwards and transverse angle into the stem.
- Apply herbicide immediately into the cut using a tree injecting device (using glyphosate, apply at the rate of 1:0.5).
- Repeat at spaces of 10cm around the circumference of the tree, as close to the ground as possible. Where the presence of a crotch angle makes this difficult, make a hole above it. (**Note:** One row is sufficient. Larger trunk diameters will need correspondingly more).
- Treat all visible lateral roots as per (a).

Spot Spraying: This is carried out using a 15 litre back-pack spray unit with a modified spray nozzle that gives a solid spray pattern. Glyphosate is the main herbicide used, with the addition of the red marker dye. For plants which show some resistance to herbicides, or when growing conditions are not optimal, a penetrant is also added. A mixture of glyphosate and Metsulphuron methyl is approved for plants that are difficult to control with glyphosate alone (**Note:** an appropriate permit is required for this 'off-label' herbicide usage).

Overspray: This method is applicable to large, dense infestations of such plants as Lantana and exotic grasses where it is desirable to leave the dead plants intact to prevent erosion and over-exposure of large areas, to protect native seedlings from predators such as wallabies and to avoid trampling by humans.

- Spray over the top of the infestation, using a solution of glyphosate (**Note:** any native plants that may be under the weed will be protected by the foliage cover of the weed).

(b) Leave the sprayed plants intact so that native seedlings can establish under the shelter provided.

Note: For Lantana, the usual dilution rate is glyphosate 1:75 water; for exotic grasses glyphosate 1:100 water.

Alternatively, weeds can be cut and flattened with brush-hooks or loppers and the subsequent regrowth sprayed with glyphosate.

Crowning: This method is applicable to weeds which have their growing points below the surface of the ground (corms, bulbs, rhizomes, clumped or fibrous root systems etc. e.g. Asparagus spp. and exotic grasses).

- Grasp the leaves or stems and hold them tightly so that the base of the plant is visible. Plants with sharp leaves or stems should be cut back first.

(b) Insert the knife close to the base of the plant at a slight angle, with the tip well under the root system.

(c) Cut through the roots close to the base. Depending on the size of the plant, two or more cuts may be needed to sever all the roots.

(d) Remove the plant. Make sure that the base of the plant where the roots begin is completely removed.

Hand Pull: Gently pull seedling out by the roots, wiggling the plant to fully free them.

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APPENDIX 4 – Threatened flora and fauna species recorded within 10km of the site (BioNet)

Family	Scientific name	Common Name	BCAct	EPBC Act	Number
Apocynaceae	<i>Marsdenia longiroba</i>	Slender Marsdenia	E1	V	1
Apocynaceae	<i>Ochrosia moorei</i>	Southern Ochrosia	E1	E	1
Cunoniaceae	<i>Davidsonia johnsonii</i>	Smooth Davidson's Plum	E1	E	1
Ebenaceae	<i>Diospyros mabacea</i>	Red-fruited Ebony	E1	E	3
Ebenaceae	<i>Diospyros yandina</i>	Shiny-leaved Ebony	E1		5
Euphorbiaceae	<i>Acalypha eremorum</i>	Acalypha	E1		2
Fabaceae)	<i>Cassia marisiana</i>	Brush Cassia	E1		32
Fabaceae (Mimosoideae)	<i>Acacia bakeri</i>	Marblewood	V		34
Fabaceae (Mimosoideae)	<i>Archidendron hendersonii</i>	White Lace Flower	V		24
Lauraceae	<i>Cryptocarya foetida</i>	Stinking Cryptocarya	V	V	28
Lauraceae	<i>Endiandra hayesi</i>	Rusty Rose Walnut	V	V	8
Lauraceae	<i>Endiandra muelleri</i> s. subsp. <i>bracteata</i>	Green-leaved Rose Walnut	E1		8
Myrtaceae	<i>Gossia fragrantissima</i>	Sweet Myrtle	E1	E	28
Myrtaceae	<i>Rhodamnia rubescens</i>	Scrub Turpentine	E4A		3
Myrtaceae	<i>Rhodomyrtus psidioides</i>	Native Guava	E4A		4
Myrtaceae	<i>Syzygium hodgkinsoniae</i>	Red Lilly Pilly	V	V	6
Myrtaceae	<i>Syzygium moorei</i>	Durobby	V	V	31
Orchidaceae	<i>Geodorum densiflorum</i>	Pink Nodding Orchid	E1,P,2		4
Orchidaceae	<i>Peristeranthus hillii</i>	Brown Fairy-chain Orchid	V,P,2		5
Orchidaceae	<i>Phaius australis</i>	Southern Swamp Orchid	E1,P,2	E	6
Orobanchaceae	<i>Centranthera cochinchinensis</i>	Swamp Foxglove	E1		1
Polypodiaceae	<i>Drynaria rigidula</i>	Basket Fern	E1,3		2
Proteaceae	<i>Ficoidia praealta</i>	Ball Nut	V	V	1
Proteaceae	<i>Grevillea hilliana</i>	White Yiel Yiel	E1		32
Proteaceae	<i>Hicksbeachia pinnatifolia</i>	Red Boppel Nut	V	V	3

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Family	Scientific name	Common Name	BCAct	EPBC Act	Number
Proteaceae	<i>Macadamia integrifolia</i>	Macadamia Nut		V	1
Proteaceae	<i>Macadamia tetraphylla</i>	Rough-shelled Bush Nut	V	V	88
Rubiaceae	<i>Randia moorei</i>	Spiny Gardenia	E1	E	44
Rutaceae	<i>Acronychia fitoralis</i>	Scented Acronychia	E1	E	1
Rutaceae	<i>Bosisia transversa</i>	Yellow Satinheart	V	V	17
Rutaceae	<i>Coatesia paniculata</i>	Ave-Breaker	E1		3
Sapindaceae	<i>Cupaniopsis serrata</i>	Smooth Tuckeroo	E1		1
Sapindaceae	<i>Diploglottis campbellii</i>	Small-leaved Tamarind	E1,2	E	27
Sapindaceae	<i>Lepideremo pulchella</i>	Fine-leaved Tuckeroo	V		84
Sapotaceae	<i>Niemeyera whitei</i>	Rusty Plum, Plum Boxwood	V		2

Threatened Fauna Species

No threatened fauna species are mapped within or adjacent the property.

Threatened fauna species recorded in Bionet within 10km of the property are listed in Table 6 below.

An assessment was made on whether each of these species was likely to occur within the subject site based on presence or absence of suitable habitat. The assessment applied the criteria listed at the bottom of Table 6.

Table 5– Threatened fauna species recorded within 10km of the site.

Scientific Name	Common Name	NSW status	Common status	No. Records in 10km
<i>Cinia tinnula</i>	Wallum Froglet	V,P		147
<i>Litoria brevipalmata</i>	Green-thighed Frog	V,P		1
<i>Litoria olongburensis</i>	Olongburra Frog	V,P	V	47
<i>Chelonia mydas</i>	Green Turtle	V,P	V	1
<i>Anseranas semipalmata</i>	Maggie Goose	V,P		7
<i>Ptilinopus magnificus</i>	Wompoo Fruit-Dove	V,P		4
<i>Ptilinopus regina</i>	Rose-crowned Fruit-Dove	V,P		14
<i>Hirundapus caudacutus</i>	White-throated Needletail	P	V,C,J,K	17
<i>Ephippiorhynchus asiaticus</i>	Black-necked Stork	E1,P		39

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Scientific Name	Common Name	NSW status	Comm. status	No. Records in 10km
<i>Ixobrychus flavicollis</i>	Black Bittern	V,P		2
<i>Haliaeetus leucogaster</i>	White-bellied Sea-Eagle	V,P		95
<i>Hieraetus morphnoides</i>	Little Eagle	V,P		2
<i>Lophoctinia isura</i>	Square-tailed Kite	V,P,3		1
<i>Pandion cristatus</i>	Eastern Osprey	V,P,3		284
<i>Falco subrieger</i>	Black Falcon	V,P		1
<i>Amautornis moluccana</i>	Pale-vented Bush-hen	V,P		7
<i>Burhinus grallarius</i>	Bush Stone-curlew	E1,P		8
<i>Esacus magirostris</i>	Beach Stone-curlew	E4A,P		2
<i>Haematopus fuliginosus</i>	Sooty Oystercatcher	V,P		6
<i>Haematopus longirostris</i>	Pied Oystercatcher	E1,P		113
<i>Charadrius leschenaultii</i>	Greater Sand-plover	V,P	V,C,J,K	8
<i>Podiceps gallinacea</i>	Comb-crested Jacana	V,P		26
<i>Calidris canutus</i>	Red Knot	P	E,C,J,K	1
<i>Calidris ferruginea</i>	Curlew Sandpiper	E1,P	CE,C,J,K	28
<i>Calidris tenuirostris</i>	Great Knot	V,P	CE,C,J,K	1
<i>Limosa limosa</i>	Black-tailed Godwit	V,P	C,J,K	1
<i>Numenius madagascariensis</i>	Eastern Curlew	P	CE,C,J,K	253
<i>Xenus cinereus</i>	Terek Sandpiper	V,P	C,J,K	27
<i>Sternula albifrons</i>	Little Tern	E1,P	C,J,K	6
<i>Calyptrorhynchus lathamii</i>	Glossy Black-Cockatoo	V,P,2		1
<i>Glossopsitta pusilla</i>	Little Lorikeet	V,P		4
<i>Ninox connivens</i>	Barking Owl	V,P,3		2
<i>Ninox strenua</i>	Powerful Owl	V,P,3		1
<i>Tyto longimembris</i>	Eastern Grass Owl	V,P,3		3

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Scientific Name	Common Name	NSW status	Comm. status	No. Records in 10km
<i>Tyto novaehollandiae</i>	Masked Owl	V,P,3		2
<i>Todiramphus chlois</i>	Collared Kingfisher	V,P		28
<i>Climacteris picumnus victoriae</i>	Brown Treecreeper (eastern subspecies)	V,P		1
<i>Licthenostomus fasciularis</i>	Mangrove Honeyeater	V,P		19
<i>Daphoenositta chrysoptera</i>	Varied Sittella	V,P		6
<i>Coccyzus lineata</i>	Barred Cuckoo-shrike	V,P		2
<i>Cateromys leucotis</i>	White-eared Monarch	V,P		7
<i>Dasyurus maculatus</i>	Spotted-tailed Quoll	V,P	E	3
<i>Planigale maculata</i>	Common Planigale	V,P		10
<i>Phascogale cinerea</i>	Koala	V,P	V	169
<i>Petaurus norfolkensis</i>	Squirrel Glider	V,P		3
<i>Potorous tridactylus</i>	Long-nosed Potoroo	V,P	V	3
<i>Potorous tridactylus</i>	Long-nosed Potoroo, Cobaki Lakes and Tweed Heads West population	E2,V,P	V	2
<i>Nyctimene robinsoni</i>	Eastern Tube-nosed Bat	V,P		1
<i>Pteropus poliocephalus</i>	Grey-headed Flying-fox	V,P	V	46
<i>Saccolaimus flaviventris</i>	Yellow-bellied Sheath-tail-bat	V,P		2
<i>Micronomus norfolkensis</i>	Eastern Coastal Free-tailed Bat	V,P		1
<i>Ozimops lumsdenae</i>	Northern Free-tailed Bat	V,P		13
<i>Chalinolobus nigrognathus</i>	Hoary Wattled Bat	V,P		1
<i>Myotis macropus</i>	Southern Myotis	V,P		8
<i>Nyctophilus bifax</i>	Eastern Long-eared Bat	V,P		9
<i>Mimopterus australis</i>	Little Bent-winged Bat	V,P		62

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Scientific Name	Common Name	NSW status	Comm. status	No. Records in 10km
<i>Miniopterus orianae oceanensis</i>	Large Bert-winged Bat	V,P		12
<i>Ptylodes imperialis southern subspecies</i>	Southern Pink Underwing Moth	E1	E	7
<i>Theristes mitchellae</i>	Mitchell's Rainforest Snail	E1	CE	2

V = Vulnerable, E = Endangered, CE = Critically Endangered.

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APPENDIX 3 – Numbered Flora species recorded on the property

Legend for the below species list, indicating numbered trees and shrubs shown on **Figure 7**.

- Serious and Irreversible Impact species (SAII), as listed under the NSW Biodiversity Conservation Act 2016. Species include the three listed in the Table below.

Scientific Name	Common Name	Status BC Act	Status EPBC Act	SAII species? – Principles*
<i>Cassia mackiana</i>	Mark's Cassia	Vulnerable	Vulnerable	Yes – <u>Principle 1</u> : currently observed, estimated, inferred or reasonably suspected to be in a rapid rate of decline and <u>Principle 2</u> : the population size of the species or ecological community is currently observed, estimated, inferred or reasonably suspected to have a very small population size.
<i>Lepiderema pulchella</i>	Fine-leaved Tuckeroo	Vulnerable		Yes – Principle 2.
<i>Syzygium moorei</i>	Coolamon	Vulnerable	Vulnerable	Yes – Principle 1.

- Threatened Species, not listed as SAII - Species include the three listed in the Table below.

Scientific Name	Common Name	Status BC Act	Status EPBC Act	SAII species
<i>Cryptocarya foetida</i>	Stinking Cryptocarya	Vulnerable	Vulnerable	No
<i>Davidsonia jerseyana</i>	Davidson's Plum	Endangered	Endangered	No
<i>Macadamia tetraphylla</i>	Rough-shelled Bush Nut	Vulnerable	Vulnerable	No

Trees Listed with corresponding GPS number – as indicated on Figure 4

- 192- 1 *Jagera pseudorhus* DBH 800mm
- 193- 1 *Jagera pseudorhus* DBH 800mm / 1 *Jagera pseudorhus* DBH 600mm / *Mallotus philipinensis*, *Guioa semiglauc*.
- 194- false record
- 195- 1 *Jagera pseudorhus* DBH 1200mm
- 196- 1 *Jagera pseudorhus* DBH 350mm / *Pittosporum undulatum*
- 197- 1 *Jagera pseudorhus* DBH 800mm
- 198- 1 *Jagera pseudorhus* DBH 1200mm / 5 *Cinnamomum camphora* DBH 200-800mm / *Cupaniopsis anacardioides*, *Mallotus philipinensis*, *Guioa semiglauc*.
- 199- 1 *Flindersia australis* DBH 1400mm / *Cupaniopsis anacardioides* DBH 500mm / *Cinnamomum camphora*, *Mallotus philipinensis*, *Ficus fraseri*, *Jagera pseudorhus*.
- 200- *Cryptocarya foetida* 1@ 500mm height
- 201- 1 *Flindersia australis* 600mm DBH / 2 *Cinnamomum camphora* DBH 300-500mm / *Macaranga tanarius*, *Ligustrum lucidum*
- 202- 1 *Glochidion sumatranum* DBH 700mm / 6 *Cinnamomum camphora* DBH 200-400mm
- 203- 7 *Elaeocarpus obovatus* DBH 200-300mm plus coppicing stems
- 204- 1 *Cupaniopsis anacardioides* DBH 600mm
- 205- 1 *Pinus elliotii* DBH 600mm
- 206- 1 *Flindersia australis* DBH 800 / 2 *Jagera pseudorhus* DBH 250mm / 2 *Cinnamomum camphora* DBH 200mm**
- 207- 1 *Flindersia australis* DBH 1200mm / 1 *Cinnamomum camphora* DBH 300mm / *Cupaniopsis anacardioides*, *Guioa semiglauc*, *Mallotus philipinensis*.**
- 208- 3 *Acacia melanoxylon* DBH 200mm
- 209- 1 *Cupaniopsis anacardioides* DBH 400mm
- 210- 1 *Cupaniopsis anacardioides* DBH 600mm
- 211- 1 *Glochidion ferdinandi* DBH 500mm
- 212- 2 *Cinnamomum camphora* DBH 800-1000mm / 1 *Elaeocarpus obovatus* DBH 300mm / 2 *Glochidion sumatranum* DBH 300mm / *Jagera pseudorhus*, *Cupaniopsis anacardioides*, *Pittosporum undulatum*.
- 213- 1 *Glochidion sumatranum* DBH 500mm / 1 *Cinnamomum camphora* DBH 300mm / *Macaranga tanarius*, *Cupaniopsis anacardioides*, *Acacia melanoxylon*.
- 214- 1 *Cinnamomum camphora* multiple stems DBH 300mm / *Not native veg as suggested on original site map
- 215- 1 *Acacia melanoxylon* DBH 200mm
- 216- 1 *Ficus watkinsiana* DBH 2000mm
- 217- 1 *Ficus macrophylla* DBH 1500mm
- 218- 1 *Ficus macrophylla* DBH 2000mm
- 219- *Cryptocarya foetida* 8 stems up to 1000mm height
- 220- 1 *Ficus obliqua* DBH 3500mm
- 221- *Cryptocarya foetida* 5 stems up to 1000mm height
- 222- *Lepiderema pulchella* 1@1500mm height
- 223- 1 *Jacaranda* Spp DBH 1300mm
- 224- *Lepiderema pulchella* 2@ 1000mm
- 225- 1 *Ficus macrophylla* DBH 2500mm
- 226- 1 *Magnifera* spp DBH 1000mm
- 227- 1 *Magnifera* spp DBH 1200 plus *Dolichandra unguis-cati*
- 228- 1 *Magnifera* spp DBH 1200mm
- 229- 1 *Magnifera* spp DBH 1300mm
- 230- 1 *Jagera pseudorhus* DBH 400mm
- 231- 1 *Pinus elliotii* DBH 600mm
- 232- 1 *Ficus rubiginosa* DBH 1500mm
- 233 - 1 *Elaeocarpus obovatus* DBH 1700mm / 1 *Cinnamomum camphora* DBH 400mm / 2 *Briedelia exaltata* DBH 600mm
- 234- Approximately 20 planted *Eucalypts* (Forest Red Gum and Flooded Gum??) Guessing
- 235- 1 *Davidsonia jerseyana* 2000mm height. Planted

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- 236- 1 *Grevillea robusta* DBH 800mm
- 237- 3 *Grevillea robusta* DBH 600mm / 1 *Brachychiton acerifolius* DBH 300mm / *Eleocharis grandis* DBH 250mm / 3 *Archontophoenix cunninghamii* DBH 200mm / *Toona ciliata* DBH 250mm / *Hymenospermum flavum* DBH / *Gmelina leichartii* / *Syzygium luemannii* / *Cupaniopsis anacardioides* DBH 250mm / *Lagunaria* spp 250mm (all planted)
- 238- 1 *Diploglottis australis* DBH 500mm
- 239- 1 *Araucaria cunninghamii* DBH 400mm (planted)
- 240- 1 *Macadamia tetraphylla* DBH 400mm (heavily pruned)
- 241- 1 *Litchi* spp DBH 300mm (not native veg as per original site plan)
- 242- 1 *Ficus fraseri* DBH 200mm
- 243- 5 *Archontophoenix alexandrae* and Golden cane palms around pool and garden. Also planted *Stenocarpus sinuatus*, *Hymenospermum flavum*.
- 244- 1 *Schefflera actinophylla* DBH 300mm / 2 *Cupaniopsis anacardioides* DBH 200mm / 2 *Jagera pseudorhus* DBH 250mm
- 245- 2 *Cupaniopsis anacardioides* DBH 250mm / 1 *Jagera pseudorhus* DBH 250mm / *Diploglottis australis*
- 246- 1 *Syzygium moorei* 4000mm height (planted)
- 247- 1 *Ficus rubiginosa* DBH 2500 + *Dolichandra unguis-cati* (Fig is almost dead)
- 248- 1 *Davidsonia jenseryana* DBH 3000mm (planted)
- 249- 1 *Davidsonia jenseryana* DBH 2000mm (planted)
- 250- 1 *Eucalyptus robusta* DBH 700mm
- 251- *Cryptocarya foetida* 1@1500mm
- 252- 1 *Corymbia intermedia* DBH 800mm / *Cupaniopsis anacardioides* DBH 300mm
- 253- 1 *Cryptocarya foetida* 5000mm height
- 254- 1 *Ficus macrophylla* DBH 1500mm
- 255- Photo Point (2 images)
- 256- Photo Point (2 images)
- 257- *Cryptocarya foetida* 5@ 1000-4000mm height
- 258- Photo Point (Looking at *Cassia marksiana*)
- 259- *Cryptocarya foetida* 1@2000mm height
- 260- *Cassia marksiana* DBH 700mm + seedling
- 261- *Cryptocarya foetida* 1@500mm height
- 262- *Lepiderema pulchella*
- 263- *Lepiderema pulchella* 1@3000mm height
- 264- *Lepiderema pulchella* 1@5000mm height
- 265- *Anredera cordifolia* Weed
- 266- *Cryptocarya foetida* 2@5000mm height
- 267- *Lepiderema pulchella* 1@3000mm height
- 268- *Erythrina X sylksei* Weed

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Planning Agreement for Scenic Drive (1 Walmsleys Road), Bilambil Heights



Tweed Shire Council

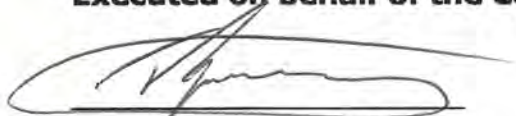
Bilambil Holdings Pty Ltd

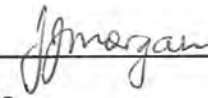
Execution

Executed as a Deed

Dated:

Executed on behalf of the Council


General Manager 26/07/2022


Witness

Mayor

Witness

Executed on behalf of the Developer in accordance with s127(1) of the Corporations Act 2001 (Cth)

EDWARD CHARLES SMOUTH
Name/Position Director



LEO HDOGSTAD
Name/Position DIRECTOR





Appendix

(Clause 39)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

Draft Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Tweed Shire Council ABN 90 178 732 496 of PO Box 816, Murwillumbah NSW 2484(Council)

Bilambil Holdings Pty Ltd ABN 45 606 688 439 ACN 606 688 439 of 797B Military Road, Mosman NSW 2088 (Developer)

Description of the Land to which the Draft Planning Agreement Applies

The Draft Planning Agreement applies to Lot 1 in DP1032820, known as Scenic Drive (1 Walmsley Road), Bilambil Heights.

Description of Proposed Development

The Draft Planning Agreement applies to Planning Proposal PP-2020-4058, which proposes to rezone the Land from R1 General Residential and Deferred Matter under the *Tweed Local Environmental Plan 2014 (LEP)* to R1 General Residential and RE2 Private Recreation as a temporary zone until the LEP is amended to include environmental zones. The part of the Land zoned RE2 will then be rezoned to C2 Environmental Conservation and C3 Environmental Management.

Summary of Objectives, Nature and Effect of the Draft Planning Agreement

Objectives of Draft Planning Agreement

The objectives of the Draft Planning Agreement are to increase the land available for low and medium density residential development and the consolidation, protection, and enhancement of native vegetation.

Nature of Draft Planning Agreement

The Draft Planning Agreement is a planning agreement under Section 7.4 of the *Environmental Planning and Assessment Act 1979 (EPA Act)*. It is a voluntary agreement under which the Developer undertakes to perform certain obligations in relation to environmental land (see Part 2 of the Draft Planning Agreement) for various public purposes (as defined in EPA Act s 7.4(2)).

Effect of the Draft Planning Agreement

The Draft Planning Agreement:

- relates to the Planning Proposal;
- prohibits the Developer from lodging a Development Application to:
 - carry out Development on the Environmental Land, other than under the Habitat Restoration Plan; or
 - subdivide the Land unless the effect of the subdivision is that the Environmental Land is all in one lot which also contains R1 zoned land which meets the minimum lot size development standard for land in that zone;
- prevents the Developer from objecting to the rezoning of the Environmental Land to C2 Environmental Conservation and C3 Environmental Management;
- requires the Developer to carry out works under a Habitat Restoration Plan approved by the Council on the Environmental Land;
- does not exclude EPA Act ss 7.11, 7.12, or 7.24;
- will be registered on the title to the Land;
- provides for financial security;
- imposes restrictions on dealing with the Land on the Developer;
- provides for dispute resolution by mediation; and
- is governed by the laws of New South Wales.

Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

The Draft Planning Agreement:

- Facilitates ecologically sustainable development by integrating relevant economic, environmental and social considerations in decision-making about environmental planning and assessment;
- Promotes the orderly and economic use and development of land; and

-
- Protects the environment, including the conservation of threatened and other species of native animals and plants, ecological communities and their habitats.

How the Draft Planning Agreement Promotes the Public Interest

The Draft Planning Agreement:

- Promotes the objects of the EPA Act set out in Section 1.3(b), (c), and (e); and
- Promotes a settlement pattern in the Far North Coast which allows the human population to grow sustainably while protecting, conserving, and enhancing the Tweed's high scenic quality, biological and ecological values for future generations and ecosystem health.

For Planning Authorities:

Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities

N/A

Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted

N/A

Councils – How the Draft Planning Agreement Promotes the Elements of the Council's Charter

- The Draft Planning Agreement promotes the elements of the Council's charter by:
 - Considering the principles of ecologically sustainable development; and
 - Managing lands and other assets so that current and future local community needs can be met in an affordable way.

All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program

Yes

All Planning Authorities – Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

No