

**WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER**

Contract of sale of land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties - must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:

..... on/...../2025

Print name(s) of person(s) signing:

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:.....

..... on/...../2025

Print name(s) of person(s) signing: RI HUA LAI

State nature of authority, if applicable:

The **DAY OF SALE** is the date by which both parties have signed this contract.

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: The 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

INFORMATION ONLY

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

Particulars of sale

Vendor's estate agent

Harcourts Rata & Co of 1/337 Settlement Road Thomastown VIC 3074

Tel: 03 9465 7766 Email: sold@rataandco.com.au

Vendor

RI HUA LAI

Vendor's legal practitioner or conveyancer

KPT Conveyancing Services

224 Main Rd East St Albans VIC 3021

Email: kptconveyancing@gmail.com

Tel: 0432458010

Mob:

Fax:

Ref:

Purchaser

Name:

Address:

Tel:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume11215	Folio 888	7311 630154

If no title or plan references in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: **54 BRIDGEHAVEN DRIVE CRAIGIEBURN VIC 3064**

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

Payment

Price	\$			
Deposit	\$	_____	by _____	(of which \$ _____ has been paid)
Balance	\$	_____	payable at settlement	

Deposit bond

~~General condition 15 applies only if the box is checked~~

Bank guarantee

~~General condition 16 applies only if the box is checked~~

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
 - This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
 - This sale is a sale of a going concern' if the box is checked
 - The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

- a lease for a term ending on with options to renew, each of years
- OR
- a residential tenancy for a fixed term ending on
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:
 (or another lender chosen by the purchaser)
 Loan amount: _____ Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space*

1. GST Withholding Notice

The Purchaser/recipient is NOT required to make a payment under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

2. Land Tax

Land Tax is no longer an adjustable item under the General Condition 23 to which section 10G of the Sale of Land Act 1962 applies.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchase's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgement network operator,

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the defau

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors")

IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 2025

SIGNED by the said)

Print Name:)

.....
Director (Sign)

in the presence of:)

Witness:)

.....

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor: RI HUA LAI

Property: 54 BRIDGEHAVEN DRIVE CRAIGIEBURN VIC 3064

VENDORS REPRESENTATIVE

KPT CONVEYANCING SERVICES

224 MAIN ROAD EAST
ST ALBAN VIC 3021
Mob: 0432 458 010

Email : kptconveyancing@gmail.com

SECTION 32 STATEMENT
54 BRIDGEHAVEN DRIVE CRAIGIEBURN VIC 3064

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
Hume City	approx \$2,450.00	Per annum
Yarra Valley Water	\$800.00	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge.

Their total does not exceed \$5,000.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b)The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-
Not Applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

32C LAND USE

- (a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

SECTION 32 STATEMENT
54 BRIDGEHAVEN DRIVE CRAIGIEBURN VIC 3064

(b) BUSHFIRE

This land is NOT in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Hume City
Responsible Authority: Hume City
Zoning: Comprehensive Development Zone
Planning Overlay/s: is contained in the planning report

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

NA

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
54 BRIDGEHAVEN DRIVE CRAIGIEBURN VIC 3064

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT
54 BRIDGEHAVEN DRIVE CRAIGIEBURN VIC 3064

DATE OF THIS STATEMENT

08 / 07 /20 25

Name of the Vendor

RI HUA LAI

Signature/s of the Vendor

x



The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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

Page 1 of 1

VOLUME 11215 FOLIO 888

Security no : 124126012743F
Produced 08/07/2025 12:15 PM

LAND DESCRIPTION

Lot 7311 on Plan of Subdivision 630154H.
PARENT TITLE Volume 11204 Folio 822
Created by instrument PS630154H 21/07/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RI HUA LAI of 80 MILLAWA AVENUE ST ALBANS VIC 3021
AT767588U 12/11/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY950564V 12/03/2025
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS630154H 21/07/2010

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

AGREEMENT Section 173 Planning and Environment Act 1987
AH377517X 21/07/2010

DIAGRAM LOCATION

SEE PS630154H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY950563X (E)	DISCHARGE OF MORTGAGE	Registered	12/03/2025
AY950564V (E)	MORTGAGE	Registered	12/03/2025

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

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

Street Address: 54 BRIDGEHAVEN DRIVE CRAIGIEBURN VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 12/03/2025

DOCUMENT END

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PS630154H



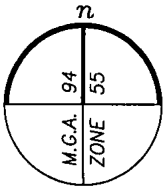
PLAN OF SUBDIVISION		Stage No. /	LRS use only EDITION 1	
Location of Land Parish: MICKLEHAM Township: - Section: - Crown Allotment: - Crown Portion: 1 (PART) Title Reference: VOL FOL Last Plan Reference: LOT P ON PS621186U Postal Address: BRIDGEHAVEN DRIVE (at time of subdivision) CRAIGIEBURN 3064 MGA Co-ordinates E 315950 Zone: 55 (of approx. centre of land in plan) N 5839850		Council Certification and Endorsement Council Name: HUME CITY COUNCIL Ref: S.005655 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 1 / 12 / 2009 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/ has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate <i>[Signature]</i> Council Seal Date 7 / 5 / 2010		
Vesting of Roads and/or Reserves				
Identifier	Council/Body/Person			
ROAD R1	HUME CITY COUNCIL			
Notations				
Staging		This is is not a staged subdivision Planning Permit No.		
Depth Limitation		DOES NOT APPLY		
TANGENT POINTS ARE SHOWN THUS:				
LOTS 1 TO 7300 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. AREA OF LAND SUBDIVIDED IS 1.984ha.				
Survey This plan is/ is not based on survey VIDE BP 1896H This survey has been connected to permanent marks no(s) 74 (YUROKE) In Proclaimed Survey Area No. 74 96 (KALKALLO)				
Easement Information				
Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance		A - Appurtenant Easement R - Encumbering Easement (Road)		
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG	THIS PLAN	HUME CITY COUNCIL
E-1	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
E-2	DRAINAGE	SEE DIAG	PS 625933L	HUME CITY COUNCIL
E-2	SEWERAGE	SEE DIAG	PS 625933L	YARRA VALLEY WATER LIMITED
LRS use only				
Statement of Compliance/ Exemption Statement				
Received <input checked="" type="checkbox"/>				
Date 14/07/10				
LRS use only				
PLAN REGISTERED				
TIME 11.26				
DATE 21/07/10				
M.Holloway Assistant Registrar of Titles				
Sheet 1 of 5				
HIGHLANDS - 73		DP7		
24 LOTS				
Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992		LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER SIGNATURE <i>[Signature]</i> DATE 9 / 3 / 2010 REF 3069733 01/03/10 VERSION C DWG 306973AC		
		DATE 7 / 5 / 2010 COUNCIL DELEGATE SIGNATURE Original sheet size A3		

PLAN OF SUBDIVISION

Stage No. _____

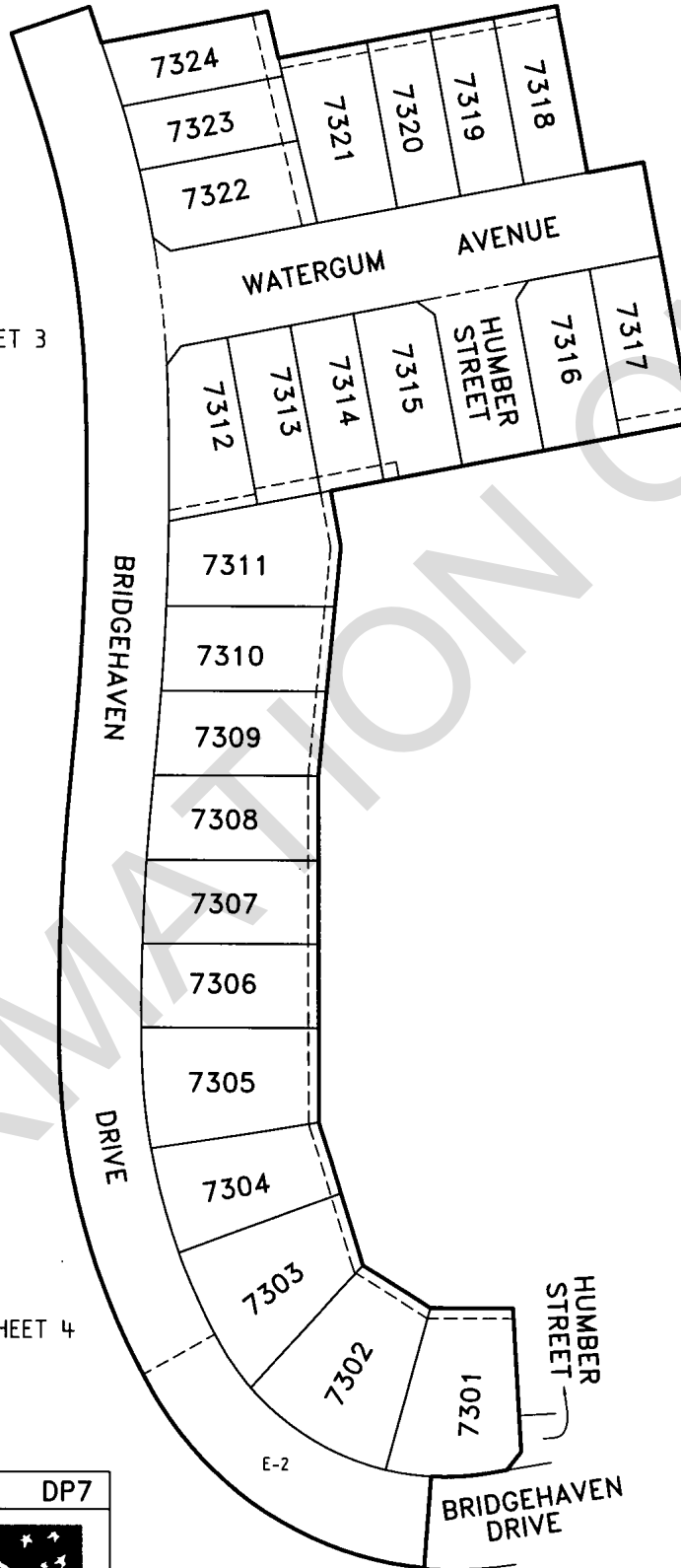
Plan Number

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SEE SHEET 3

SEE SHEET 4



HIGHLANDS - 73

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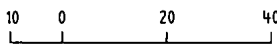
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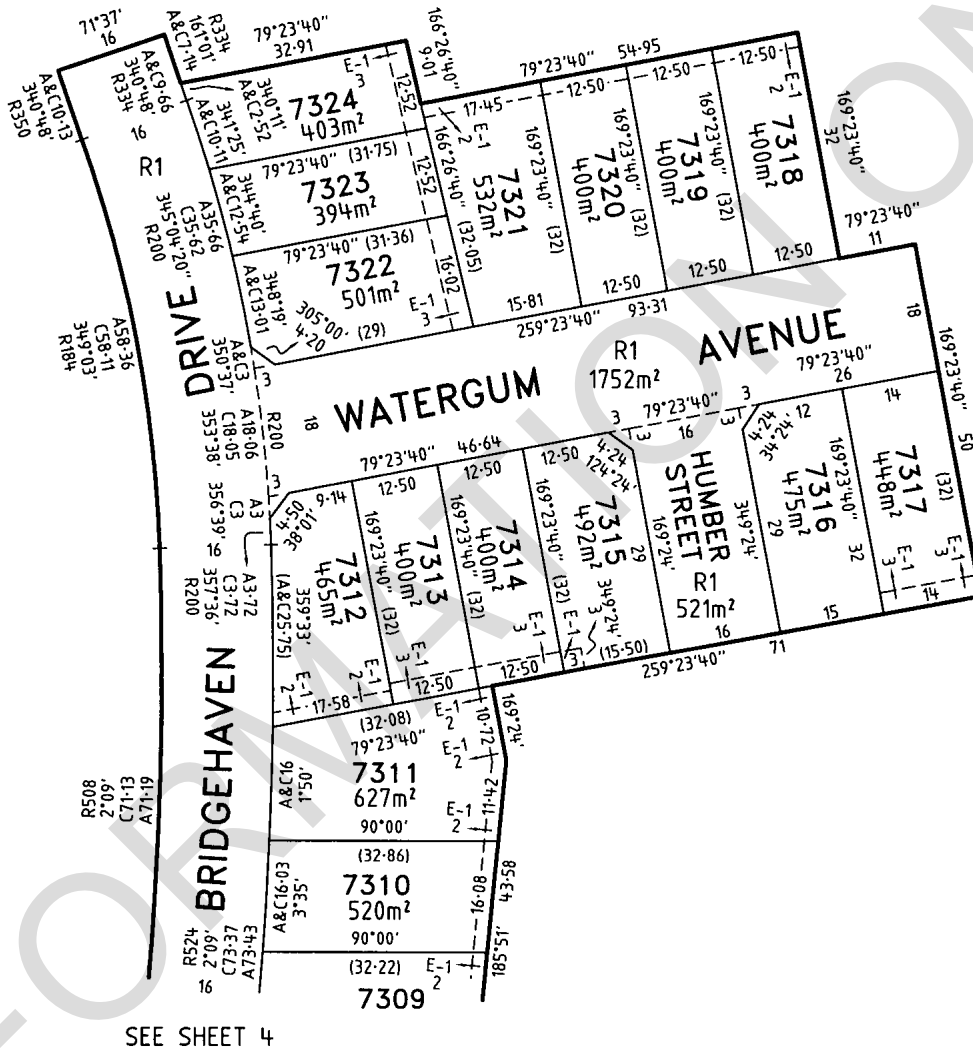
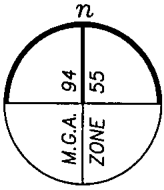
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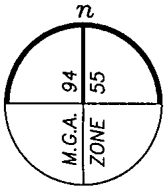
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PLAN OF SUBDIVISION

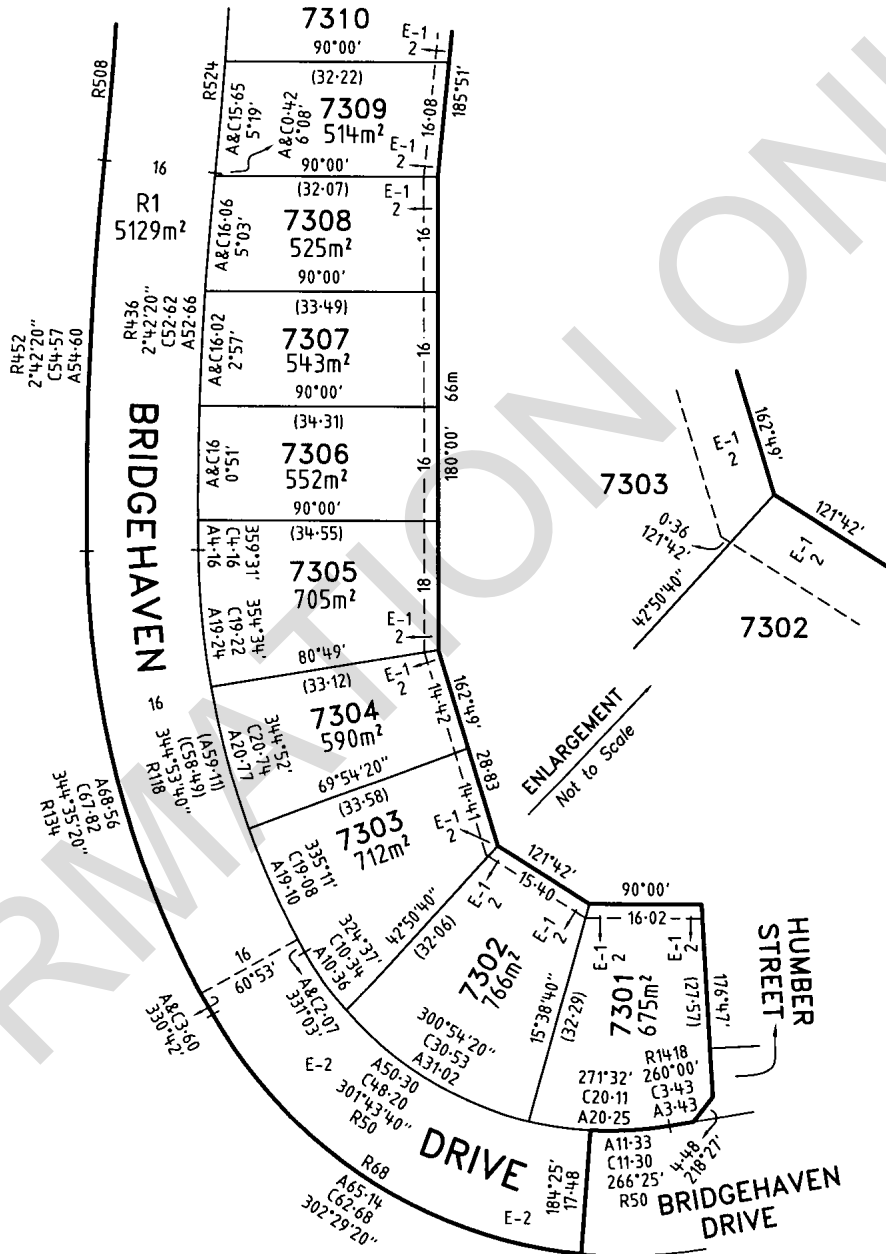
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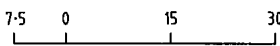


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PLAN OF SUBDIVISION

Stage No.
/

Plan Number

PS 630154H

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

DESCRIPTION OF RESTRICTION

THE LAND IS BURDENED AND BENEFITED IN ACCORDANCE WITH THE TABLE OF BURDENED AND BENEFITED LAND

TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
7301	7302
7302	7301, 7303
7303	7302, 7304
7304	7303, 7305
7305	7304, 7306
7306	7305, 7307
7307	7306, 7308
7308	7307, 7309
7309	7308, 7310
7310	7309, 7311
7311	7310, 7312, 7313
7312	7311, 7313
7313	7311, 7312, 7314
7314	7313, 7315
7315	7314

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
7316	7317
7317	7316
7318	7319
7319	7318, 7320
7320	7319, 7321
7321	7320, 7322, 7323, 7324
7322	7321, 7323
7323	7321, 7322, 7324
7324	7321, 7323

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN

- SHALL NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING THAT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE ENDORSED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO..... *AA1466*
- SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.
- THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE LOT CONTAINING THE ENVELOPE TEN YEARS AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE BUILDING ENVELOPE.
- SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF THE BUILDING PERMIT.
- THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.

HIGHLANDS - 73

DP7

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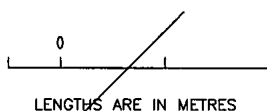


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**Application by a
Responsible Authority
for recording of an
agreement**

Section 181(1) Planning and
Environment Act 1987

Lodged by: DLA Phillips Fox
Name: Karina Shpigel
Phone: 9274 5557
Address: 140 William Street Melbourne
Ref: 0490763/001
Customer Code: 1390B

The Responsible Authority, having made an agreement requires a recording to be made in the Register for the land.

Land: Please see attached Annexure 1

Authority or council: Hume City Council, 1079 Pascoe Vale Road, Broadmeadows, Victoria 3047

Section and Act under which agreement is made: section 173 Planning & Environment Act 1987

A copy of this agreement is attached to this application.

Date: 23/6/10

Signed: *K Birtwistle*

Full name: KERRIE BIRTWISTLE

Office held: MANAGER STATUTORY PLANNING



AH377517X

21/07/2010 \$955.20 173



Application by a Responsible Authority for Recording of an Agreement

Annexure 1

Land:

The following Certificates of Title:

	Volume	Folio
1	11040	205'
2	11170	029
3	11215	878
4	11215	879
5	11215	880
6	11215	881
7	11215	882
8	11215	883
9	11215	884
10	11215	885
11	11215	886
12	11215	887
13	11215	888
14	11215	889
15	11215	890
16	11215	891
17	11215	892
18	11215	893
19	11215	894
20	11215	895
21	11215	896

INFORMATION ONLY



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22	11215	897
23	11215	898
24	11215	890
25	11215	891
26	11215	892
27	11215	893
28	11215	894
29	11215	895
30	11215	896
31	11215	897
32	11215	898
33	11215	899
34	11215	900
35	11215	901
36	11104	-094
37	11104	095
38	11130	-311
39	11130	312
40	11140	619
41	11170	-246
42	11170	-247
43	11170	-248
44	11170	-250
45	11175	-026
46	11175	-027
47	11159	312

Number repeated

being lot D on unregistered Plan of Subdivision 622428R

INFORMATION ONLY



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48	11215	817
49	11215	818
50	11215	819
51	11215	820
52	11215	821
53	11215	822
54	11215	823
55	11215	824
56	11215	825
57	11215	826
58	11215	827
59	11215	828
60	11215	829
61	11215	830
62	11215	831
63	11215	832
64	11215	833
65	11215	834
66	11215	835
67	11215	836
68	11215	837
69	11215	838
70	11215	839
71	11215	840
72	11204	943
73	11204	944
74	11205	135

INFORMATION ONLY



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75	11207	440✓
76	11207	441
77	11207	442
78	11207	443
79	11207	445
80	11201	967
81	11206	838
82	11205	971
83	11206	804
84	11206	805
85	11206	806
86	11206	807
87	11206	808
88	11206	809
89	11134	984
90	11175	213

INFORMATION ONLY

CLAYTON UTZ



Section 173 Agreement

Stockland Highlands Pty Limited
ACN 097 352 200

Owner

Hume City Council

Council

Land: Highlands at Craigieburn

The Clayton Utz contact for this document is
Don Mazzone on +61 3 9286 6000122

Clayton Utz
Lawyers
Level 18 333 Collins Street Melbourne VIC 3000 Australia
DX 38451 333 Collins VIC
T +61 3 9286 6000 F +61 3 9629 8488

www.claytonutz.com

Our reference 14709/80077867

AH377517X

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This Agreement made on 18th May 2010

Parties **Stockland Highlands Pty Limited ACN 097 352 200** of Level 7, 452 Flinders Street, Melbourne

("Owner")

Hume City Council of 1079 Pascoe Vale Road, Broadmeadows

("Council")

Background

- A. The Owner is registered as the proprietor of the Land and is developing the Land as part of the Highlands Estate.
- B. The Owner was previously the registered proprietor of the Central Aitken Creek Reserve, which is now owned by VicUrban.
- C. The Council is the responsible authority under the Act for the administration and enforcement of the Scheme which applies to the Land.
- D. The Council has issued the Planning Permit which allows, amongst other matters, the removal of Native Vegetation on the Land. The Land includes remnant patches of Plains Grassland and Creepline Grassy Woodland.
- E. Condition 8 of the Planning Permit requires the Owner to enter into this Agreement. Condition 8 states:

Prior to the issue of a statement of compliance for the first stage of the subdivision, the owner of the subject land must, at no cost to the Responsible Authority, enter in to and execute (in a form satisfactory to the Responsible Authority) a legal agreement with the Responsible Authority, which details:

(a) All objectives and management actions outlined in the Conservation Management Plan - Highlands Craigieburn (final Draft 25/7/08) are adhered to in order to ensure the management and conservation of threatened species and the achievement of a Net Gain in native vegetation of a total of 0.8hha - 0.1hha of Creepline Grassy Woodland and 0.71hha of Plains Grassland.

(b) All future actions on the areas covered by the Conservation Management Plan - Highlands Craigieburn (final Draft 25/7/08) are to be in accordance with the objectives and actions outlined in this document. This includes all works relating to recreation provision, public open space, drainage and other works.

- F. The purpose of this Agreement is to set out the Owner's obligation to implement the CMP on the Land and the Central Aitken Creek Reserve, which includes a net gain offset management plan.
- G. The Owner will use its best endeavours to procure VicUrban's consent to implement the CMP on the Central Aitken Creek Reserve.

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- H. The Council and the Owner have agreed to enter into this Agreement to give effect to the requirements of condition 8 of the Planning Permit.
- I. The Land is not encumbered by any mortgage.
- J. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

Operative provisions

1. Definitions and interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

"Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

"Business Day" means any day other than a Saturday, Sunday or bank or public holiday in Melbourne.

"Central Aitken Creek Reserve" means Reserve No 2 on proposed Plan of Subdivision 622440C, to be created from Certificate of Title Volume 5378 Folio 559 and which is identified in the CMP as part of the Aitken Creek North Conservation Reserve and Regional Open Space.

"CMP" means the Conservation Management Plan - Highlands, Craigieburn dated 17 January 2010 prepared by Ecology Australia Pty Ltd as approved by and amended from time to time with the written approval of Council, the Department of Sustainability and Environment (Victoria) and the Department of Environment Water Heritage and the Arts (Commonwealth). A current copy of the CMP which was approved on 17 January 2010 is attached to this Agreement as Annexure A.

"Commencement Date" means the date on which this Agreement is executed by the Owner and the Council.

"Conservation Reserves" means the four conversation reserves identified in the CMP as Malcolm Creek Corridor, Aitken Creek North (which includes the Central Aitken Creek Reserve), Aitken Creek South and Mt Aitken and referred to in Condition 27 of the Planning Permit as "public open space/landscape areas".

"Land" means Lot SS on Plan of Subdivision No. PS 616068F and Lots B and CC on Plan of Subdivision No. PS610982F.

"Owner" means the person or persons from time to time registered or entitled to be registered as the proprietor of an estate in fee simple in the Land or any part of it.

"Plan of Subdivision" has the same meaning as in the *Subdivision Act 1988* (Vic) and includes a proposed or registered plan of subdivision.

"Planning Permit" means planning permit number P12540 issued by the Council on 12 May 2009.

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"Residential Lot" means a lot shown on a plan of subdivision for the Land that is intended to be developed for residential purposes.

"Scheme" means the Hume Planning Scheme.

"Termination Date" means the date upon which this Agreement ends as set out in clause 10 of this Agreement.

"VicUrban" means the Victorian Urban Development Authority of 710 Collins Street, Melbourne.

1.2 Interpretation

In this Agreement, unless expressed or implied to the contrary:

- (a) undefined terms or words have the meanings given to them in the Act or the Scheme;
- (b) the singular includes the plural and vice versa;
- (c) a gender includes the other gender;
- (d) a reference to a person includes a reference to a firm, corporation or other corporate body;
- (e) if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- (f) a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- (g) a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- (h) where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;
- (i) all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- (j) the recitals to this Agreement form part of this Agreement;
- (k) no word, words or provision shall operate to limit or in any way prejudice the effect of any other word, words or provision unless it is expressly provided otherwise;
- (l) a reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form;
- (m) if the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises shall for the purposes of this Deed be the next Business Day;



- (n) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (o) a reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Agreement;
- (p) a reference to any thing includes the whole and each part of it;
- (q) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
- (r) a reference to "\$" or "dollar" is to Australian currency;
- (s) where a party covenants, promises, undertakes or agrees to:
 - (i) perform; or
 - (ii) refrain from doing or carrying out, some act or thing that party must:
 - (iii) procure that their respective contractors, employees and agents perform such act or thing; or
 - (iv) refrain from so doing or carrying out such act or thing;
- (t) a provision must not be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision.
- (u) if a reference is made to any person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the person, body or Authority that then serves substantially the same objects as the person, body or Authority that has ceased to exist; and
- (v) a reference to the President of a person, body or Authority shall, in the absence of a President, be read as a reference to the senior officer for the time being of the person, body or Authority or such other person fulfilling the duties of President.

2. Agreement under section 173 of the Act

The Council and the Owner agree that this Agreement is made pursuant to Section 173 of the Act.

3. Commencing and effect of agreement

3.1 Commencement of agreement

This Agreement commences on the Commencement Date.

3.2 Covenants

The Owner's obligations under this Agreement will take effect as separate and several covenants which will be annexed to and run at law and equity with the Land.

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4. CMP Obligations

4.1 Implementation of the CMP

The Owner must, at its own cost, properly implement the CMP, which includes the net gain offset management plan, on the Land and the Central Aitken Creek Reserve to the satisfaction of Council and the Department of Sustainability and Environment for a period of 10 years from the date on which the Owner commences development of the Land.

4.2 Implementation of the CMP on the Central Aitken Creek Reserve

The Owner agrees that it will use its best endeavours to have VicUrban:

- (a) consent to the Owner entering upon the Central Aitken Creek Reserve in order to comply with its obligation in Clause 4.1;
- (b) vest the Central Aitken Creek Reserve to Council as required by Clause 5.2; and
- (c) grant the Council and the Department of Sustainability of Environment a non-exclusive licence to enter the Central Aitken Creek Reserve for the purposes set out in Clause 6.

5. Conservation Reserves

5.1 Vesting of Conservation Reserves

The Owner must at its own cost prepare a plan of subdivision vesting the Conservation Reserves which it owns and use its best endeavours to procure VicUrban to vest the Central Aitken Creek Reserve to Council:

- (a) at the expiry of 10 years of satisfactory management under the CMP by the Owner as determined by Council; or
- (b) at an earlier date if required or agreed to by Council in writing.

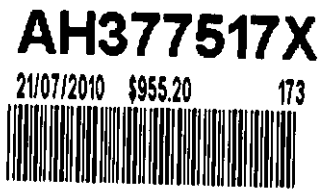
5.2 Payment to Council for management of Conservation Reserves

If Council has required or agreed to the earlier vesting of the Conservation Reserves under Clause 5.1(b), the Owner must:

- (a) pay the Council an annual fee that is to Council's satisfaction for the cost of implementing the CMP on the Conservation Reserves that it transferred to Council and procure VicUrban to do likewise for the Central Aitken Creek Reserve for the number of years that remain at the date of vesting of the ten year management period; and
- (b) provide Council with a bank guarantee for a sum that is to Council's satisfaction to secure the Owner's obligation in clause 5.2(a) above.

6. Ongoing Licence to the Council and the Department of Sustainability of Environment

The Owner grants to the Council and the Department of Sustainability and Environment, and their officers, employees, representatives, agents and invitees, a non-exclusive licence to enter the Land, at any time to assess the compliance of the Owner with its obligations under this Agreement.



7. Owner's Warranties

Without limiting the operation or effect of this Agreement, the Owner warrants that apart from the Owner and any other person who has consented to this Agreement, no other person has any interest either legal or equitable in the Land which may be affected by this Agreement.

8. Registration

8.1 Registration

The Owner:

- (a) consents to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act; and
- (b) will do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

8.2 Notice

The Owner agrees to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the Land.

9. General

9.1 Further acts

Each party must promptly sign any documents and do anything else reasonably necessary to give effect to this Agreement.

9.2 Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, and all together constitute one agreement.

9.3 Successors in title

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the Land, the Owner's successors in title will be required to:

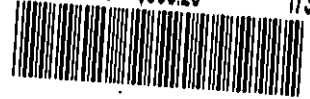
- (a) give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by this Agreement.

9.4 No fettering of the Responsible Authority's powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in

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connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

9.5 Council's costs to be paid

The Owner covenants to immediately pay to the Council the Council's reasonable costs and expenses of and incidental to the preparation, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

9.6 Governing law

This Agreement is governed by and must be construed according to the law applying in Victoria.

9.7 Jurisdiction

Each party irrevocably:

- (a) submits to the non exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum.

9.8 Amendments

This Agreement may only be varied by the written agreement of both parties and generally in accordance with section 178 of the Act.

9.9 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

- (a) must be in writing, be in English and dated;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Council

Name: Hume City Council
Address: 1079 Pascoe Vale Road
Broadmeadows, Victoria 3047

Fax: (03) 9309 0109 -
For the attention of: Manager - Statutory Planning

Owner

Name: Stockland Highlands Pty Limited
Address: Level 7, 452 Flinders Street
Melbourne, Victoria 3000

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Fax: (03) 8684 5000
For the attention of: Ben Cantwell
Project Director

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 9.7(b); and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
 - (iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

10. Ending of Agreement

10.1 Termination Date

This Agreement ends:

- (a) when the Owner has complied with all of its obligations contained in this Agreement to the satisfaction of the Council; or
- (b) insofar as it relates to the Central Aitken Creek Reserve, when VicUrban enters into an agreement in a form acceptable to the Council in relation to the Central Aitken Creek Reserve substantially in the form or to the effect of this agreement;
- (c) otherwise by agreement between the parties in accordance with Section 177(2) of the Act.

10.2 Cancelling of Recording

- (a) As soon as reasonably practicable after the Termination Date, the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.
- (b) The Owner may make more than one request of the Council to do so as the Owner's obligations are progressively satisfied.
- (c) If this Agreement relates to more than one lot after the subdivision of the Land, the Owner of that lot may request the Council to end this Agreement in relation to that lot if the Owner of that lot has complied with its obligations in relation to that lot.



REPEATED

pl.

10.2 Cancellling of Recording

- (a) As soon as reasonably practicable after the Termination Date, the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.
- (b) The Owner may make more than one request of the Council to do so as the Owner's obligations are progressively satisfied.
- (c) If this Agreement relates to more than one lot after the subdivision of the Land, the Owner of that lot may request the Council to end this Agreement in relation to that lot if the Owner of that lot has complied with its obligations in relation to that lot.

10.3 Removal of Residential Lots from Application of Agreement

- (a) Notwithstanding that the Owner may still be in the course of complying with its obligations in this Agreement, the Council may at the request of the Owner, consent to removing particular Residential Lots from the application of this Agreement pursuant to Section 183 of the Act.
- (b) The Council will only provide its consent under this clause where it has issued a statement of compliance for a plan of subdivision for the Land that shows the Residential Lots.
- (c) If the Council provides its agreement under this clause, the Owner will at its own cost lodge an application in the prescribed form with the Registrar of Titles for the removal of those Residential Lots from the application of this Agreement.
- (d) For the avoidance of any doubt, the effect of Council's consent under this clause is that any Residential Lot created by the plan of subdivision to which Council's approval applies will not be affected by this Agreement.

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INFORMATION

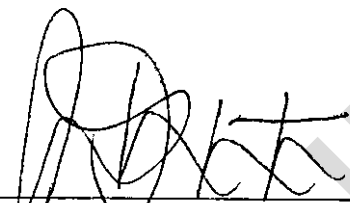
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Signed as an agreement

Executed on behalf of **Stockland Highlands Pty Limited ACN 097 352 200** by *Andrew Whitson* under a Power of Attorney dated *25th April, 2009* who declares that he has no notice of revocation of the said Power of Attorney, in the presence of:



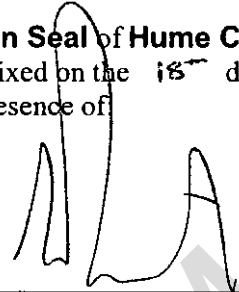
Signature of Attorney



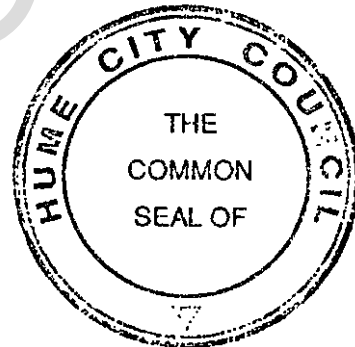
Signature of Witness


PENNY PHILO
Name of Witness in full

The Common Seal of **Hume City Council** was hereto affixed on the *18th* day of *May* 2010 in the presence of



Councillor





Chief Executive Officer

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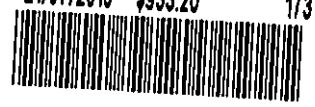
Annexure A

Conservation Management Plan - Highlands Craigieburn dated 17 January 2010 prepared by Ecology Australia Pty Ltd

INFORMATION ONLY

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Ecology Australia



Conservation Management Plan - Highlands, Craigieburn

Project: 06-69

Prepared for:

Stockland



Ecology Australia Pty Ltd
Flora and Fauna Consultants
www.ecologyaustralia.com.au
admin@ecologyaustralia.com.au

88B Station Street, Fairfield,

Victoria, Australia 3078

Tel: (03) 9489 4191

Fax: (03) 9481 7679

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Author	C. Renowden, L.V. Crowfoot, J. Kershaw and R. Marr
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Final Draft	Comments from DEWHA, DSE and Hume City Council	C. Renowden, L.V. Crowfoot, J. Kershaw and R.M. Marr	25/7/08
Final Draft	Comments from Hume City Council	C. Renowden, L.V. Crowfoot	11/8/08
Final Draft	Further comments from DEWHA	C. Renowden, L.V. Crowfoot	13/3/09
Final	Further comments from DEWHA	C. Renowden	8/10/09
Final	Further comments from DEWHA	C. Renowden, J. Kershaw and Ruth M. Marr	5/1/10
Final	Inserted Malcolm Creek Master Plan endorsed by Council	C. Renowden	17/1/2010

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Conservation Management Plan - Highlands, Craigieburn

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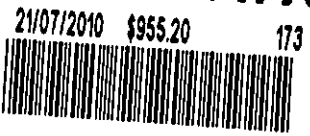
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Conservation Management Plan - Highlands, Craigieburn

Summary

Ecology Australia was commissioned by Stockland Pty Ltd to prepare a Conservation Management Plan (CMP) for Conservation Reserves within areas of Regional Open Space (ROS) along Aitken and Malcolm Creek at Highlands, Craigieburn. The key issues for management within these areas include:

- Matted Flax-lily (*Dianella amoena*) – listed as Endangered under the Commonwealth *Environment Protection Biodiversity Conservation Act 1999* (EPBC Act);
- River Swamp Wallaby-grass (*Amphibromus fluitans*) - listed as Vulnerable under the EPBC Act;
- Golden Sun Moth (*Synemon plana*) - listed as Critically Endangered under the EPBC Act and threatened under the Victorian *Flora and Fauna Guarantee Act 1988* (FFG Act);
- Growling Grass Frog (*Litoria raniformis*) - listed as Vulnerable under the EPBC Act, threatened under the FFG Act and Endangered in Victoria (DSE 2007). This species has not been recorded on the site, however, measures for habitat improvement within water treatment wetlands, creeks and monitoring protocols are outlined in the CMP in the event the species colonises newly created wetlands;
- Protection of remnant vegetation - Plains Grassland, listed as threatened under the FFG Act and Creekline Grassy Woodland, Endangered in the Victorian Volcanic Plain Bioregion, remnant trees; and
- Net Gain habitat hectare offsets.

The objective of the CMP is to outline management actions and pre-construction protocols required for the long term protection of Matted Flax-lily, River Swamp Wallaby-grass, Golden Sun Moth, potential Growling Grass Frog habitat and remnant vegetation in areas designated for conservation reserves. It also provides a Net Gain offset management plan for the loss of remnant patches.

This document also forms part of the Preliminary Documentation which supports an EPBC referral submitted to the Department of Environment, Water, Heritage and Arts (DEWHA) on 15 April 2008 (EPBC referral 2008/4161).

The Highlands residential development is located at Craigieburn, c. 25 km north of Melbourne. The developable area comprises 743.6 ha, 107.3 ha of which is ROS and includes c. 48.5 ha of Conservation Reserves. These reserves consist of:

- 8 ha of remnant Plains Grassland and Creekline Grassy Woodland, of which 4.59 ha is required to achieve the Net Gain habitat hectare offset target for the Highlands development; and
- an additional 40.5 ha of habitat for the threatened species.

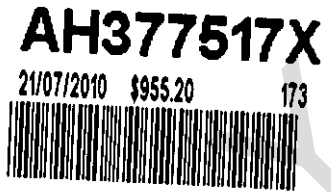
Conservation Management Plan - Highlands, Craigieburn



Regional Open Space and Conservation Reserves

There are four ROS areas:

- Malcolm Creek
- Aitken Creek North
- Aitken Creek South
- Mt Aitken



The Conservation Reserves within ROS will be secured and managed specifically for the values (e.g. threatened species) they support by implementing the following: weed and biomass management, perimeter fencing with appropriate signage; no playgrounds or recreational facilities; and strategically placed plantings. Regional Open Space between the Conservation Reserves will be managed quite similarly to co-inside with the requirements of Golden Sun Moth, River Swamp Wallaby-grass as well as remnant vegetation (e.g. biomass control and weed control) to potentially increase the area of habitat and maintain connectivity between Conservation Reserves.

Matted Flax-lily

One plant of Matted Flax-lily has been recorded at Highlands. This plant is located within the Conservation Reserve in Aitken Creek South. Management issues addressed for this species includes weed and biomass control, protection from indirect impacts, monitoring and augmentation.

River Swamp Wallaby-grass

Scattered populations of River Swamp Wallaby-grass have been recorded at Highlands within Aitken and Malcolm Creeks. The majority of these populations will be retained within Conservation Reserves. Three populations will be salvaged, propagated offsite and translocated into the wetlands of Aitken Creek.

This plan addresses the management of the translocated plants and also those populations that will remain *in situ*, which includes: protection of translocated plants from waterfowl, protection of retained populations from indirect impacts, weed control, and monitoring.

Golden Sun Moth

Within Highlands, a total of 44 ha of core Golden Sun Moth habitat will be conserved and actively managed within Conservation Reserves.

Currently, there is little information regarding the potential impacts of grassland management on Golden Sun Moth. Therefore, some techniques outlined in the CMP are considered to be experimental (i.e. ecological burning), and would be used in combination with other techniques and monitored carefully to gain the best conservation outcome for the species.

The following management actions are described in relation to Golden Sun Moth and are also provided as detailed prescriptions in regards to managing vegetation:

- Biomass reduction: slashing and controlled burning
- Sediment controls
- Weed control
- Minimal revegetation
- Monitoring

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Growling Grass Frog

Outlined in the CMP are measures to improve potential habitat for Growling Grass Frogs in the proposed water treatment wetlands within the creeks, habitat management thresholds and appropriate monitoring protocols.

Net Gain offsets

This CMP addresses Net Gain habitat hectare offsets required under Victoria's Native Vegetation Framework (DSE 2002) for the removal of remnant patches associated with the development and construction of water treatment wetlands. Offsets can be achieved onsite within selected Plains Grassland and Creekline Grassy Woodland remnants located within the Conservation Reserves of Aitken Creek.

Other management issues

The CMP addresses the control of pest animals in Conservation Reserves and ROS (i.e. rabbits and foxes); pre-construction protocols for the protection of threatened species and remnant vegetation (e.g. no-go zones during construction and contractor inductions); and user-related issues, which includes:

- Fencing
- Fire
- User enjoyment
- Trail location
- Education
- Domestic animal control.

CMP implementation

The key management activities described in this plan must be subject to regular evaluation and monitoring. The progress of all aspects of management will be addressed in a brief annual report to council following completion of management activities and/or monitoring. In addition, specific actions and reporting in relation to the three EPBC-listed species recorded at Highlands will be required from DEWHA, pending approval and permit conditions.

The management recommendations outlined in this plan have begun to be as per approval and permit conditions from DEWHA, DSE and Hume City Council.

It is noted that the onus of implementing this CMP is on the proponent (Stockland) until such time of the hand over to the relevant authorities. In the event a handover is delayed or postponed, Stockland will continue to implement the CMP until the handover is completed and to the satisfaction of state and federal regulators.

Auditing and review

As part of the Federal assessment process there may be an auditing component to ensure compliance with the EPBC Act and permit conditions from DEWHA.

In addition, the CMP will have its own review/auditing process, as per Net Gain offset requirements. We propose a review of the management actions (i.e. adaptive management) to be undertaken after years 1, 3, 5 and 10 by Hume City Council and DSE. After the 10 year review,

Conservation Management Plan - Highlands, Craigieburn



Hume City Council will be responsible for ongoing management and security of the Conservation Reserves in perpetuity.



INFORMATION ONLY



Conservation Management Plan - Highlands, Craigieburn

1 Introduction

Ecology Australia was commissioned by Stockland Pty Ltd to prepare a Conservation Management Plan (CMP) for the Conservation Reserves in Regional Open Space (ROS) along Aitken and Malcolm Creek at Highlands, Craigieburn. The CMP is to accompany previous documentation produced by Ecology Australia relating to the flora and fauna values of Highlands (Ecology Australia 2008) and also forms part of the Preliminary Documentation which was required in relation to the EPBC referral submitted to the Department of Environment, Water, Heritage and the Arts (DEWHA) on 15 April 2008 (EPBC referral 2008/4161).

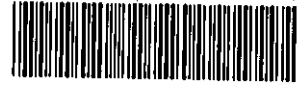
The key issues for management within the Conservation Reserves are:

- Matted Flax-lily (*Dianella amoena*) – listed as Endangered under the Commonwealth *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act);
- River Swamp Wallaby-grass (*Amphibromus fluitans*) - listed as Vulnerable under the EPBC Act;
- Golden Sun Moth (*Synemon plana*) - listed as Critically Endangered under the EPBC Act and threatened under the Victorian *Flora and Fauna Guarantee Act 1988* (FFG Act);
- Protection of remnant vegetation (i.e. Plains Grassland, Creekline Grassy Woodland, remnant trees); and
- Net Gain offsets.

The Growling Grass Frog (*Litoria raniformis*) has not been recorded at Highlands during previous surveys. The species is listed under the EPBC Act as Vulnerable, listed as threatened under the FFG Act and classified as Endangered in Victoria (DSE 2007). Though the species does not currently occupy wetlands in the study area, it has the potential to colonise Aitken and/or Malcolm Creek, particularly following the construction of in-stream and off-stream water treatment wetlands within both creek corridors. Therefore, this species is addressed in the CMP in regards to habitat augmentation and monitoring within the proposed wetlands.

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2 Study Area

The Highlands residential development is located at Craigieburn, c. 25 km north of Melbourne. Mt Aitken forms the southern boundary, the western side is bordered by farmland, residential development abuts the east and Mt Ridley Road forms the northern boundary (Figure 1). The developable area comprises 743.6 ha, Regional Open Space (ROS) comprises 103.7 ha and within the ROS c. 48.5 ha are classified as Conservation Reserves (see Section 3).

Highlands is located within the Victorian Volcanic Plain Bioregion and historically received c. 500-600 mm of rain annually. The geology is characterised by Quaternary Newer Volcanics (Werribee Plains phase) (Geological Survey of Victoria 1974). Soils are grey loamy clays, which can form heavier cracking clays within the southern lower slopes. Basalt rocks are frequently exposed at the surface, particularly along Malcolm Creek and the northern reach of Aitken Creek.

The study area is moderately undulating, with Mt Aitken the highest peak in the south. Malcolm and Aitken Creeks, and their tributaries (i.e. drainage lines), influence local topography, forming moderately broad incisions with occasional stony rises. Malcolm and Aitken Creeks are both tributaries of Merri Creek, which is located c. 4 km to the east of the study area. Both creeks are ephemeral, but there are several large dams within reaches of both creeks. Some of these retain water during dry periods, particularly downstream of Craigieburn West Road.

The study area has undergone substantial modification from land-clearing, cattle grazing and cultivation. These past and current land uses have severely altered the indigenous vegetation. The area is now characterised by cleared, intensively grazed improved pasture. Relatively small patches of remnant vegetation remain, which are mostly associated with the creeks.

Highlands is included in a Comprehensive Development Zone under the Hume Planning Scheme. The purpose of the Zone is to recognise land suitable for urban development but requiring that such development be in accordance with an approved local structure plan and also a more detailed approved development plan.

In December 2007, a revised Highlands Local Structure Plan (HLSP) dated 3 December 2007, was approved by Hume City Council. Under the approved HLSP, Highlands is identified for predominantly residential use.

One area within Highlands, known as 'De Maria', is still zoned as Farming Zone (Schedule 1) under the Hume Planning Scheme (Figure 1). This area is within the urban growth boundary and forms part of the 'R2' precinct structure plan, which is currently being prepared. Four planning overlays also apply to Highlands: Development Plan Overlay (DPO); Design and Development Overlay (DDO1); Public Acquisition Overlay 1 and 2 (PAO1 and PAO2); and Heritage Overlay 33 (HO33).

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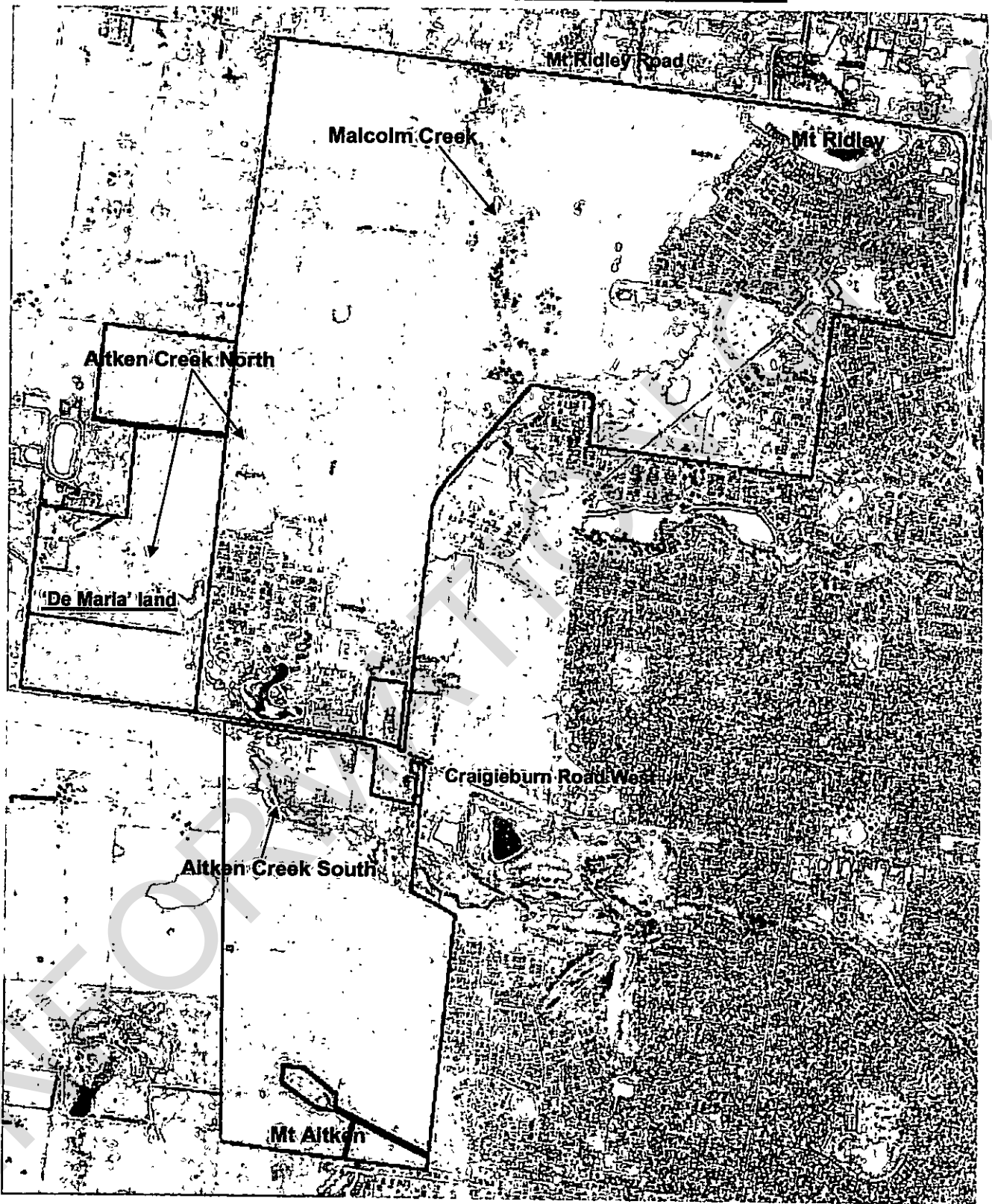


Figure 1 Highlands, Craigieburn (Aerial: Bosco Johnson Pty Ltd)

3 Conservation Reserves

The areas targeted for conservation management are within Regional Open Space (ROS) along Malcolm and Aitken Creek.

There are four ROS areas (Figure 2), these are:

- **Malcolm Creek Corridor** - extending from Mt Ridley Road in the north to the boundary of Highlands and Delfin land in the south;
- **Aitken Creek North** - extending from the boundary of Highlands and private land in the north to Craigieburn Road west in the south. This area also includes the 'De Maria' land (currently zoned Urban Growth Zone);
- **Aitken Creek South** – extending from Craigieburn Road west to the boundary of Highlands and Delfin land in the south-east; and
- **Mt Aitken** – located on the southern boundary of Highlands.

Within the ROS, there is c. 48.5 ha designated as Conservation Reserve. These Reserves support core habitat for the Golden Sun Moth, habitat for River Swamp Wallaby-grass and Matted Flax-lily and potential habitat for the Growling Grass Frog. The reserves also include 8 ha of remnant Plains Grassland and Creekline Grassy Woodland, of which 4.59 ha are required to achieve the Net Gain habitat hectare offset target for the Highlands development.

The Conservation Reserves within ROS (see Figure 5) will be secured and managed specifically for the values they support (e.g. threatened species). The following will be implemented to ensure this:

- Perimeter fencing (e.g. post and wire) with appropriate signage, identifying the Conservation Reserves;
- No playgrounds or recreational facilities will be located within the Conservation Reserves;
- Strategically placed supplementary plantings so as to not interfere with the open grassland structure of core habitat for Golden Sun Moth or overshadow wetlands and creeklines;
- Biomass and weed control.

Open space between the Conservation Reserves will be managed quite similarly to co-inside with requirements of the Golden Sun Moth, River Swamp Wallaby-grass, as well as remnant vegetation (e.g. biomass control, weed control) to potentially increase the area of habitat and maintain connectivity between Conservation Reserves.

The remaining ROS between Conservation Reserves will form part of the parkland network and will accommodate some passive recreation.



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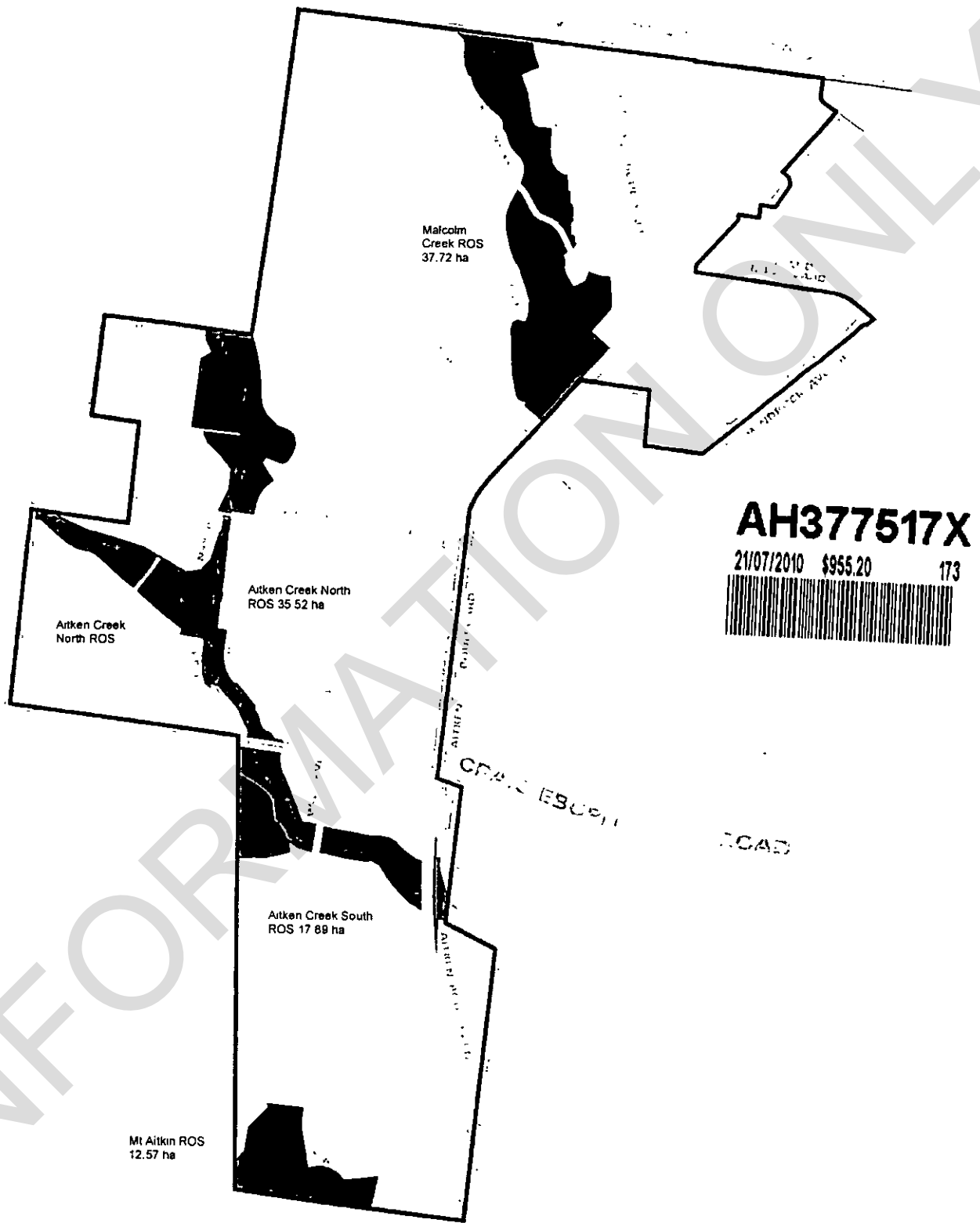


Figure 2 Regional Open Space (ROS) Highlands, Craigieburn (Bosco Johnson Pty Ltd). Conservation Reserves are within the ROS areas, see Figure 4 and 5.



4 Background

Three threatened EPBC-listed species (Matted Flax-lily, River Swamp Wallaby-grass and Golden Sun Moth) were recorded at Highlands. A detailed account of the ecology and distribution of these species are provided within the Environmental Values report (Ecology Australia 2008). The following is a summary of the key habitat features identified as being important for management for these species at Highlands. As Growling Grass Frogs have not been recorded at Highlands their ecology is not discussed here, see Ecology Australia (2008) for further detail on this species.

4.1 Matted Flax-lily (*Dianella amoena*)

One plant of Matted Flax-lily was recorded in December 2007 within Highlands (Aitken Creek South) on the boundary with a neighbouring property. It is growing amongst exotic grasses within an old dry stone wall. This plant will be protected within the Conservation Reserve.

4.2 River Swamp Wallaby-grass (*Amphibromus fluitans*)

A population of River Swamp Wallaby-grass was first recorded on the Highlands property during a flora and fauna assessment in 2003 (Ecology Australia 2003). It is located in an old quarry in the northern section (De Maria) of the study area and measures c. 0.03 ha. Subsequent surveys have recorded scattered populations of River Swamp Wallaby-grass within Aitken and Malcolm Creeks. Habitats where this species occurs within Highlands include ephemeral pools and sections of the creeks that have been grazed. Scattered plants have also been found around the perimeter of large dams located within Aitken Creek where stock has been excluded.

The results of the survey suggest that grazing has helped maintain the populations of River Swamp Wallaby-grass by reducing the cover of exotics. However, the severe pugging of soils caused by stock within the dams is unfavourable for the species.

The majority of the River Swamp Wallaby-grass populations at Highlands will be protected and incorporated within ROS. Three populations will be salvaged, propagated offsite and translocated into the water treatment wetlands of Aitken Creek once they are constructed.

Loss of genetic diversity resulting from the salvage and translocation of River Swamp Wallaby-grass is not anticipated to notably affect populations of this species within the study area or wider landscape, based on its reproductive biology and dispersal mechanisms as outlined below.

The breeding system of River Swamp Wallaby-grass is a combination of exogamy (wind pollinated flowers) and cleistogamy (self pollination within unopened flowers) (Jacobs and Lapinuro 1986, Edgar and Connor 2000, Carr pers. obs.), and therefore, many populations are likely to be extensively clonal. Also, vegetative reproduction is a major feature in the biology and ecology of River Swamp Wallaby-grass (Carr 2006) with clonal swards arising from plants (extravaginal shoots) produced along the culms. The connections (culm internodes) soon

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disintegrate leaving separate plants. It is likely that localised populations such as those occurring along Malcolm and Aitken Creeks may have substantially arisen via vegetative reproduction.

Dispersal in River Swamp Wallaby-grass is very effective and it may occur over very long distances – as evidenced by the abundant records of populations in farm dams (usually located in situations where wetlands did not previously occur) and the occurrence of the species in New Zealand (Jacobs and Lapinuro 1986). As is the case for a large suite of indigenous and exotic wetland plant species, dispersal (exozoochory) in River Swamp Wallaby-grass is assumed to be accomplished by waterfowl – which is by dispersal units adhering to the feet or feathers of birds. Dispersal of seeds is also accomplished by water, though dispersal at any great distance is expected to be a rare occurrence in either Malcolm or Aitken Creeks within the study area.

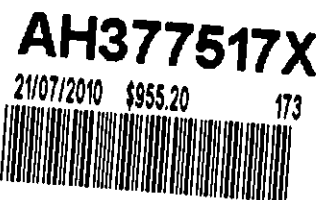
It is reasonable to infer that within a population, particularly one occurring in circumscribed habitats such as Malcolm and Aitken Creeks, little genetic diversity may be normal given the extent of clonal swards produced vegetatively, combined with the propensity for cleistogamy. Many such populations may have arisen by a single founder event or few founder events (seeds arriving via waterfowl at a site). There are no data on whether or not populations of low genetic diversity are disadvantaged by inbreeding depression.

The above considerations were taken into account when constructing the salvage and translocation strategy for River Swamp Wallaby-grass at Highlands.

4.3 Golden Sun Moth (*Synemon plana*)

Within Highlands, Golden Sun Moth abundance was generally associated with the environs of Aitken and Malcolm Creeks. The habitat features, which collectively, indicate 'core habitat' include:

- Grazed pasture/grassland with reduced biomass;
- Open grassland structure with a significant proportion of bare ground;
 - males have a distinct patrolling/searching flight pattern which aims to seek out females displaying their golden hind wings on the ground, females are thus much more visible between grass tussocks or on bare ground;
- A cover of Wallaby-grasses ranging from 5 to 50%;
- A range of topographical features and/or naturally undulating micro-topography (e.g. gilgai, stony knolls and stone walls);
- In some areas, the presence of the exotic Chilean Needle-grass (**Nassella neesiana*)
 - there has been speculation that larval Sun Moths utilise other food plants apart from Wallaby-grasses, such as Chilean Needle-grass. The recent survey work conducted by Gilmore (2007) found females ovipositing (egg-laying) on Chilean Needle-grass



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- Open grassland structure with a significant proportion of bare ground;
 - males have a distinct patrolling/searching flight pattern which aims to seek out females displaying their golden hind wings on the ground, females are thus much more visible between grass tussocks or on bare ground;
- A cover of Wallaby-grasses ranging from 5 to 50%;
- A range of topographical features and/or naturally undulating micro-topography (e.g. gilgai, stony knolls and stone walls);
- In some areas, the presence of the exotic Chilean Needle-grass (*Nassella neesiana*)
 - there has been speculation that larval Sun Moths utilise other food plants apart from Wallaby-grasses, such as Chilean Needle-grass. The recent survey work conducted by Gilmore (2007) found females ovipositing (egg-laying) on Chilean Needle-grass

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and found cast pupa cases amongst swards of Needle-grass (further experimental work is required in this area).

A total of 74.79 ha of core habitat for the Golden Sun Moth has been identified at Highlands. The proposed strategy for conservation of Golden Sun Moth at Highlands is to retain and manage 44 ha of core habitat. The loss of 30.79 ha will be addressed through offsite habitat offsets, which is addressed in a separate document.



INFORMATION

5 Conservation Management Plan

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5.1 Objectives

The purpose of the CMP is to outline management actions and pre-construction/construction protocols required for the long term protection of Matted Flax-lily, River Swamp Wallaby-grass, Golden Sun Moth and their habitats (including remnant vegetation) and potential Growling Grass Frog habitat in Conservation Reserves. It also provides a Net Gain offset management plan for the loss of remnant patches.

5.2 Management and conservation of threatened species

5.2.1 Matted Flax-lily (*Dianella amonea*)

One plant of Matted Flax-lily has been recorded at Highlands. This plant is located within the Conservation Reserve in Aitken Creek South (Figures 3 and 4). Other flora values within this area include remnants of Plains Grassland and Creekline Grassy Woodland.

This section sets out management actions required to protect the Matted Flax-lily plant and addresses:

- weed and biomass control;
- monitoring; and
- augmentation.

The Matted Flax-lily plant is located at the base of a dry stone wall on the western boundary of the Conservation Reserve, this wall is being retained.

Weed and biomass control

Weed control, particularly of Canary Grass (*Phalaris aquatica*), is a critical management issue for the Matted Flax-lily. Table 1 lists weed species for control or elimination that occur within the Aitken Creek South Conservation Reserve and are a potential threat to Matted Flax-lily. This list should not be seen as exhaustive. Annual monitoring should allow for the identification of new weed species and their incorporation into the management program as appropriate. The recommended timing and method of weed control is outlined in Section 5.4.2

To control biomass levels, the Plains Grassland and surrounding exotic grassland will be slashed (refer Section 5.4.1). No slashing will occur within the vicinity of the Matted Flax-lily plant between its leaf emergence – fruiting period (typically Spring – February).



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Table 1 Highlands CMP: Weed species of Aitken Creek south that are potential threat to Matted Flax-lily.

Species	Common name	Control/Eliminate
<i>Cirsium vulgare</i>	Spear Thistle	Control
<i>Cynara cardunculus</i>	Spanish Artichoke	Eliminate
<i>Dactylis glomerata</i>	Cocksfoot	Control
<i>Holcus lanatus</i>	Yorkshire Fog	Control
<i>Moraea miniata</i>	Two-leaf Cape-tulip	Eliminate
<i>Nassella neesiana</i>	Chilean Needle-grass	Control
<i>Phalaris aquatica</i>	Toowoomba Canary-grass	Control
<i>Rosa rubiginosa</i>	Sweet Briar	Eliminate
<i>Rubus anglocandicans</i>	Blackberry	Eliminate
<i>Silybum marianum</i>	Variegated Thistle	Control



Walking trails

There will be no non-sealed walking trail within the Aitken Creek South Conservation Reserve.

Monitoring

Monitoring is required to follow the survival of the Matted Flax-lily plant and determine the effectiveness of the management regimes (particularly weed control). It will also allow the identification of any additional management issues.

Monitoring of the Matted Flax-lily will be undertaken each year between December and February. Extent of spread, flowering and fruiting will be documented. The success of weed control will be monitored as part of the weed management requirements for the Conservation Reserve (refer Section 5.4.2). However, additional weed management issues may also be identified during the site visits and will be documented.

Annual reports outlining the results of the monitoring will be required for the ten year life of the plan, and thereafter following the 10 year review (refer Section 11.1). Any new management issue should be discussed with a botanical consultant that has extensive experience working with Matted Flax-lily (e.g. Geoff Carr, Ecology Australia and Damien Cook, Australian Ecosystems).

Augmentation

Planting of a local provenance (Merri Creek Catchment) stock of Matted Flax-lily is recommended to establish a more robust population. Plantings could occur in the surrounding Aitken Creek south

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Plains Grassland, and also within the greater Conservation Reserve. Sites for the Matted Flax-lily will be chosen carefully, avoiding areas of high weed cover and pronounced Gilgai terrain.

Discovery of new Matted Flax-lily plants

In the event that any new plants of Matted Flax-lily are recorded, retention will be the highest priority. The most likely areas that this species may be found are within Plains Grassland remnants which the majority are within Conservation Reserves. In the unlikely event that Matted Flax-lily plants are found within the development zone a salvage and translocation plan has been developed as a precaution. This is detailed in the Environmental Values Report, Section 7.2 (Ecology Australia 2008).

If any new plants of Matted Flax-lily are discovered, DEWHA will be informed within five working days of the discovery.

If salvage/translocation is considered necessary, this will be assessed and in consultation with the Federal Government the best course of action will be determined.

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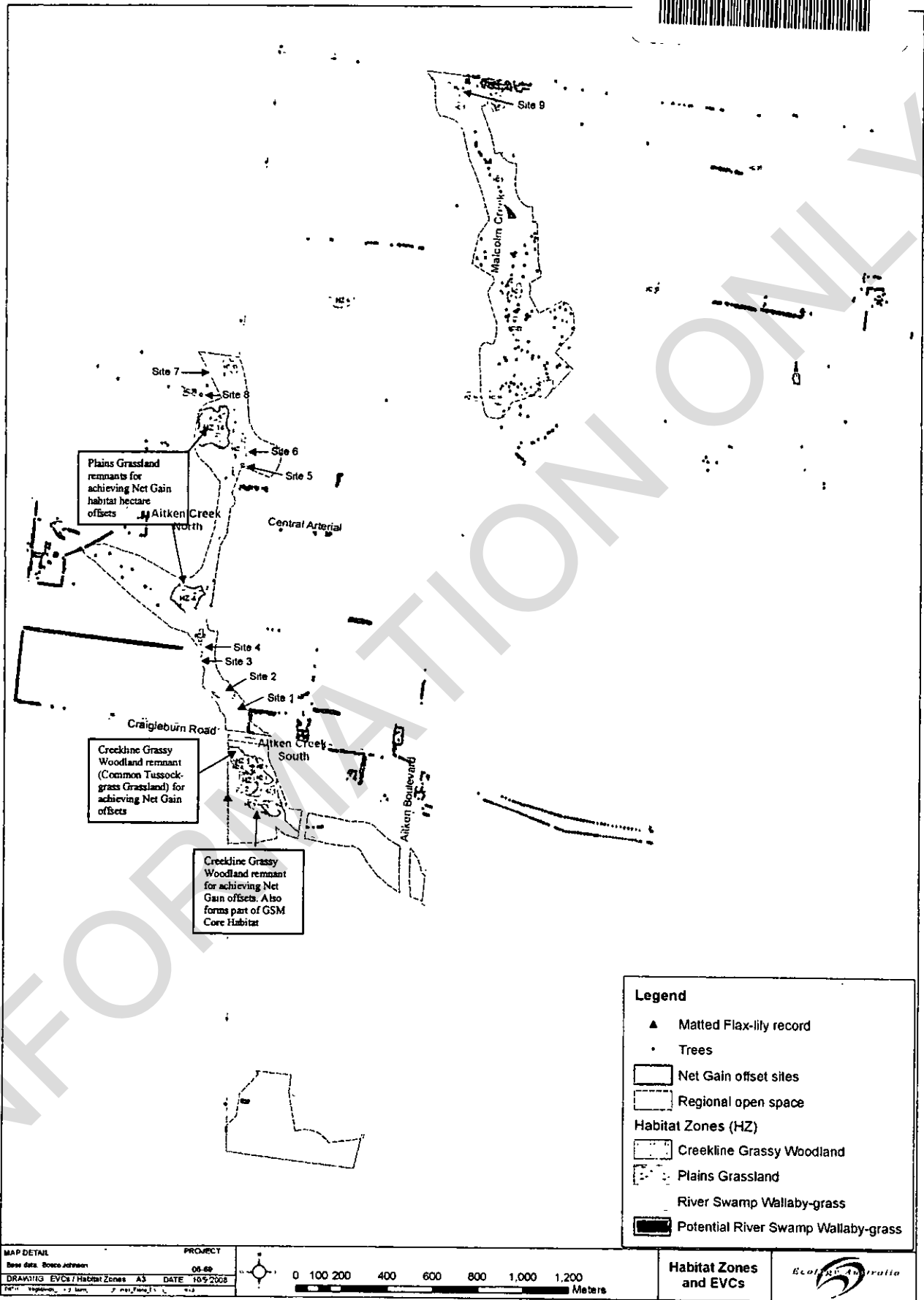


Figure 3 Location of River Swamp Wallaby-grass populations (Sites 1 – 9), Matted Flax-lily plant, trees (remnant and non-remnant), remnant patches of vegetation and Net Gain Habitat Zones (HZ), Highlands, Craigieburn.

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5.2.2 River Swamp Wallaby-grass (*Amphibromus fluitans*)

Scattered populations of River Swamp Wallaby-grass have been recorded at Highlands within Aitken and Malcolm Creeks (Ecology Australia 2008). The majority of these populations will be retained within Conservation Reserves (Figure 4). Three populations will be salvaged, propagated offsite and translocated into newly constructed wetlands on Aitken Creek. This plan addresses the management of the translocated plants and also those populations that will remain *in situ*.

Translocated plants

Plants from the three populations will be salvaged by a qualified contractor prior to the wetlands being constructed, or before the area supporting the old quarry (c. 0.03 ha) undergoes residential development. The majority of the plants (i.e. > 80%) from Sites 1, 2 and 8 will be salvaged. Genetic diversity of the populations is discussed in Section 4.2.

Salvaging involves digging or lifting plants from the mud placing the material in sealed plastic bags for transport to the nursery, and then dividing the material, potting the divisions into a suitable substrate and maintaining the pots/tubes in shallow water.

River Swamp Wallaby-grass is very easily propagated vegetatively at any time of the year by division of the small clumps or by separating the shoots (tillers) at the nodes of the culms. Growth is rapid, but is least active in February and March, when it is assumed summer drought often precludes growth. These divisions (tillers) are potted as separate plants (in a conventional soil medium) and grown in moist or saturated conditions; that is, standing in shallow water or frequently irrigated (Carr 2006). The rapid growth of plants (ideally exposed to full sun) ensures that stock of an adequate size to be planted out can be produced within about three months.

Around 2000 plants will be propagated in a nursery from the collected material and translocated into the shallow marsh (0 – 0.25 m below natural water level (NTWL)) and deep water marsh zones (0.25 – 0.5 m below NTWL) of the Aitken Creek Wetlands, once the wetlands have been constructed (Ecology Australia 2008). All of the water treatment wetlands will be revegetated with indigenous plant species and managed for weed species. The species selected for the plantings will be compatible with the survival of River Swamp Wallaby-grass, and all naturally occur within wild populations of River Swamp Wallaby-grass (refer Appendix 4).

Suitable sites for the propagated River Swamp Wallaby-grass plants include:

- Water treatment wetlands of Aitken Creek South (Craigieburn Road – Aitken Boulevard) which are currently under construction. These wetlands include 3,301 m² of Shallow Marsh and 18,126 m² of Deep Marsh (TBLD Plans 2008).
- Water treatment wetlands of Aitken Creek North (De Maria pondage – Craigieburn Road). Shallow and Deep Water Marsh comprise approximately 3,000 m² of the De Maria

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pondage (Craigie and Condina 2006b). The smaller pools, south of the dam, will also support zones suitable for the planting of River Swamp Wallaby-grass.

A water treatment wetland will also be constructed at the proposed crossing of the Central Arterial roadway. This wetland is currently in the design phase, but is likely to have suitable areas for planting of River Swamp Wallaby-grass. The suitability of this wetland to receive the propagated plants will be confirmed by a qualified consultant prior to any revegetation works.

To minimise disturbance and reduce competition from weeds, the translocation of the River Swamp Wallaby-grass plants will be undertaken in conjunction with the wetland revegetation works. Ideally, this would occur after the autumn break; however it is acknowledged that works to construct the wetlands may take longer than expected and therefore the best timing for planting (i.e. sufficient water levels) would be determined by a qualified botanical consultant.

The wetlands of Aitken Creek South have been constructed. Propagated River Swamp Wallaby-grass salvaged from this area will be translocated back into these wetlands (refer Ecology Australia 2008, see below for current status of these plants). Additional plants salvaged from Aitken Creek South and/or the quarry could be also translocated into Aitken Creek South after the wetlands have been constructed as long as the revegetated areas are not disturbed.

The River Swamp Wallaby-grass will be planted at a relatively high density (c. 5 plants / m²) within the Shallow Marsh and Deep Marsh zones to ensure a high cover is quickly established to reduce competition from weeds. Groups of plantings will be undertaken across these zones which will allow River Swamp Wallaby-grass to find its optimum ecological niche within the wetlands.

The following management actions are required for the translocated River Swamp Wallaby-grass:

1. Weed control before and after planting; and
2. Erection of waterfowl exclosures to protect River Swamp Wallaby-grass tubestock.

Waterfowl control

It is essential to erect exclosures made of plastic mesh to protect planted River Swamp Wallaby-grass from waterfowl. These are routine measures employed for the revegetation of constructed and natural wetlands. The exclosures would remain for up to about nine months (if left longer they cannot easily be removed without harming the vegetation).

Site preparation, plant supply, erection of waterfowl exclosures and monitoring is part of the one contract held by Australian Ecosystems.

Weed control

Weed control will be required as part of the initial site preparation and on an ongoing basis. This will involve controlling (or eliminating if feasible) populations of seriously invasive wetland weeds present within the Highlands property (Table 2). These selected weed species will require treatment with herbicide – e.g. Roundup Biactive® permitted for use near water.

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Additional weed species that may require control in the future will need to be assessed on a site-by-site basis.

It is anticipated that weed control would be required initially, post-planting (c. 3 – 9 months after), and then on an annual basis as outlined in Section 5.4.2.

Table 2 Highlands CMP: Weed species currently threatening populations or habitat of River Swamp Wallaby-grass.

Species	Common name	Control/Eliminate
<i>Cyperus eragrostis</i>	Drain-flat Sedge	Control
<i>Elytrigia repens</i>	English Couch	Control
<i>Dactylis glomerata</i>	Cocksfoot	Control
<i>Holcus lanatus</i>	Yorkshire Fog	Control
<i>Paspalum dilatatum</i>	Paspalum	Control
<i>Paspalum distichum</i>	Water Couch	Control
<i>Phalaris aquatica</i>	Toowoomba Canary-grass	Control
<i>Rosa rubiginosa</i>	Sweet Briar	Eliminate
<i>Rubus anglocandicans</i>	Blackberry	Eliminate
<i>Salix X sepulcralis</i> var. <i>sepulcralis</i>	Weeping Willow	Eliminate
<i>Xanthium spinosum</i>	Bathurst Burr	Eliminate

Monitoring

The maintenance of the River Swamp Wallaby-grass and other wetland plantings will be maintained by the contractor – Australian Ecosystems for two years, after which time a new contract for management of the wetlands will be negotiated between Stockland and Melbourne Water. This information will be fed back into the annual monitoring reports, as outlined below.

During the monitoring of planted River Swamp Wallaby-grass, it is essential to:

- Follow the survival and performance of the plants and to make good plant losses if significant mortality occurs (which is not expected). Percentage cover, flowering and fruiting would be documented. Animal and plant interactions, particularly grazing by waterfowl, would also be monitored and recorded;
- Identify management issues in order to formulate appropriate and timely responses (weed management is the most significant issue);
- Determine when to remove the exclosures protecting River Swamp Wallaby-grass from waterfowl;

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- Record the location of populations using a hand-held GPS (initial planting locations will be recorded by Australian Ecosystems); and
- Photograph River Swamp Wallaby-grass and associated vegetation.

Annual reports outlining the results of the monitoring will be required for the ten year life of the plan, and thereafter following the 10 year review (refer Section 11.1). The report will need to address all the points outlined above. Any new management issue should be discussed with a botanical consultant that has extensive experience working with River Swamp Wallaby-grass (e.g. Geoff Carr, Ecology Australia and Damien Cook, Australian Ecosystems).

Monitoring according to the following schedule is recommended:

Monitoring 1 – 4 weeks after planting

Monitoring 2 – 6 months after planting

Monitoring 3 – one year after planting

Monitoring 4 – 18 months after planting

Monitoring 5 – 24 months after planting – on-going. After 24 months, the translocated plants will be monitored in conjunction with monitoring for the *in situ* populations at Highlands (see below).

***In situ* populations**

Six of the nine populations of River Swamp Wallaby-grass at Highlands will be retained and protected within Conservation Reserves. There is also an additional seven sites which are likely to support River Swamp Wallaby-grass within Conservation Reserves but the identity of the *Amphibromus* species present could not be confirmed due to lack of flowering material (Figure 3). The management of all these populations (including potential populations) are addressed below. The key management and protection issues for these plants are:

- weed control;
- protection during construction; and
- monitoring.

Weed control

Weed control is the most important issue for the long-term protection of River Swamp Wallaby-grass at Highlands. Grazing has been beneficial for these populations by reducing the cover of exotic grasses and herbs. The creeklines outside of the water treatment wetlands should continue as long as possible before construction begins. Slashing and chemical weed control will need to be employed in areas once grazing has ceased. Weed species that require control are listed above in Table 2. The timing of the biomass/weed control works is addressed in Sections 5.4.1 and 5.4.2 and is summarised below:





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- Grazing Aitken Creek North between Craigieburn Road and De Maria pondage until the construction of the wetlands. After which Sites 3 and 4 will need to be slashed (refer Section 5.4.1) and weeds outlined in Table 2 spot sprayed with herbicide.
- Grazing Aitken Creek North (north of De Maria pondage) prior to development as outlined in Section 5.4.1. Slashing will need to be employed once grazing is removed and spot spraying of weeds with herbicide.
- Slashing within Malcolm Creek (refer Section 5.4.1) and spot spraying of herbicide for weed species outlined in Table 2.

Protection during construction

Sites supporting, or likely to support, plants of River Swamp Wallaby-grass as shown in Figure 3 will be fenced off before the construction of water treatment wetlands, walking trails and residential development in adjoining areas. This would include:

- Fencing off the River Swamp Wallaby-grass populations at Sites 3 and 4 (Figure 3) prior to the construction of the water treatment wetlands that adjoin these populations. Sediment traps will also be provided so that soil from upslope does not impact on the populations;
- Fencing off and installation of sediment traps along Aitken Creek North (north of the De Maria pondage) prior to the construction of walking tracks and the development of DP5 B and De Maria.
- Fencing off and installation of sediment traps around the low-lying area likely to support River Swamp Wallaby-grass on Malcolm Creek before the development of the water treatment wetland adjoining the site; and
- Fencing off and installation of sediment traps along Malcolm Creek prior to the construction of walking trails and the development of DP7 and DP11.

All fences will be inspected by a botanist before works commence.

Monitoring

Monitoring of the River Swamp Wallaby-grass populations will be undertaken during November – January each year. The following information will be recorded: presence/absence; the percentage cover within the creekline or pool; weed species requiring control; and any other management recommendations. New populations if encountered will be recorded with a GPS, mapped and added to the monitoring program.

As per the monitoring requirements for the translocated plants, annual reports outlining the results of the monitoring will be required for the ten year life of the plan, and thereafter following the 10 year review (refer Section 11.1). Any new management issue should be discussed with a botanical consultant that has extensive experience working with River Swamp Wallaby-grass (e.g. Geoff Carr, Ecology Australia and Damien Cook, Australian Ecosystems).

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Status of River Swamp Wallaby-grass plants salvaged from Aitken Creek South (October 2009)

Prior to the construction of wetlands in Aitken Creek South (i.e. prior to the submission of the EPBC referral 2008/4161), a population of River Swamp Wallaby-grass present within the creek was salvaged (see Ecology Australia 2008). Australian Ecosystems Pty Ltd (AE) undertook the salvage in June 2007 and has since propagated 2000 base units. These have been grown in three inch containers (slightly larger than forestry tubes).

The plant material is currently held in the Australian Ecosystem nursery (Plate 1). Due to delays on the project (i.e. lack of water due to low rainfall) the base stock has been re-propagated twice to ensure it remains viable and to adjust the timing for the plants to be site ready. Australian Ecosystems has tracked the original batch of plant material within their internal systems with a unique code. This information can be seen on the plant label (Plate 1). This way Australian Ecosystems can document the movement of the material and prove delivery to the site.

The current stock holding remains at 2000 base units which are healthy and viable. AE is preparing this material to align with a planting program set for late October/early November 2009 with the River Swamp Wallaby-grass installation to be undertaken in conjunction with the bulk wetland plantings. This strategy was judged most beneficial for the establishment of the plants, as the plantings around the River Swamp Wallaby-grass would protect them, changes in the site conditions were less likely to change such as water level due to possible civil requirements and maintenance, and monitoring would be more attentive once the entire landscape plantings had been delivered.

The AE Consulting Team and specifically Ana Backstrom are managing the process in regards to this material, having coordinated the liaison with DSE and other authorities and lead the collection. Ana has also supervised the propagation and care of the stock with the AE Nursery Manager, Brian Mole. Ana will be overseeing the eventual installation, including, GPS tracking and other monitoring and reporting functions as required. Once installed, the AE Northern Maintenance crew will contribute to managing the site for two years (see indicative works schedule below).

An on-site meeting was conducted on 7 October 2009 to induct the revegetation contractors on the importance of Golden Sun Moth habitat (adjoining the wetlands) and also to discuss the planned location of the River Swamp Wallaby-grass. Participants at this meeting were Ecology Australia, Australian Ecosystems (revegetation contractors), Thompson Berril Landscape Design, Melbourne Water, Breet Pitt & Dixon and Stockland representatives. The key outcomes of this meeting were:

- All River Swamp Wallaby-grass will be planted within the upper wetlands cell (closets to Craigieburn Road, Figure 4) as this is where the highest water level can be maintained;
- River Swamp Wallaby-grass will be netted to provide protection from waterfowl;
- Plants will be planted in colonies, not individually;
- The location of plants will be roughly mapped and checked on-ground by Ecology Australia immediately prior to the planting;

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- Jute matting will be laid to prevent the spread of weeds;
- Weed control will be undertaken where required;
- Water quality testing will be undertaken prior to the planting;
- River Swamp Wallaby-grass will be planted at five plants/m²;
- All planting zones for River Swamp Wallaby-grass will be marked with a hand-held GPS and mapped and provided to Ecology Australia for monitoring surveys and annual reporting requirements;

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River Swamp Wallaby-grass indicative works schedule (Australian Ecosystems)

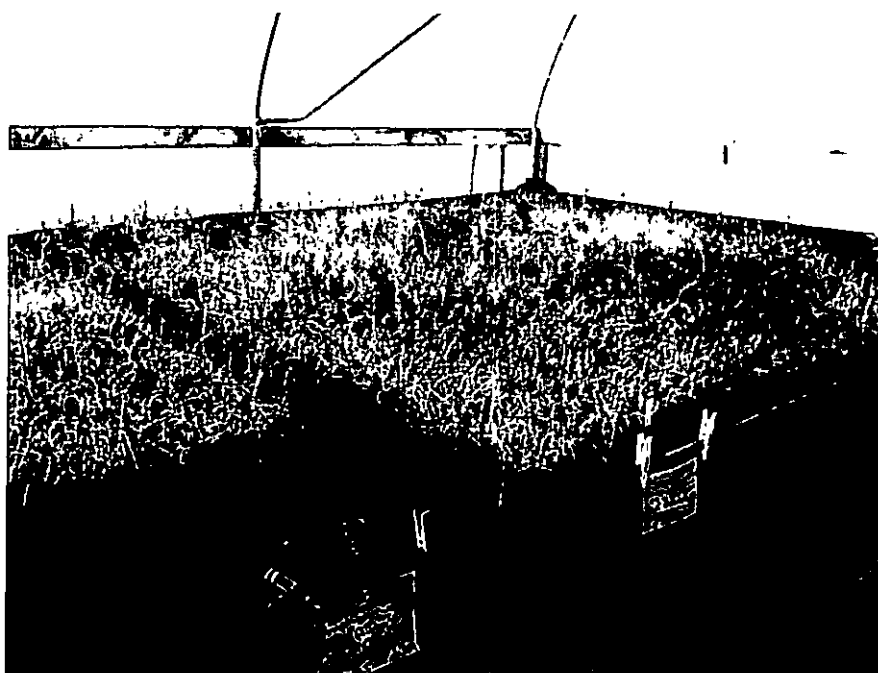
	October	November	December	2010 onwards
Juting Nth Wetland				
Juting Sth Wetland				
Mulch Sth Wetland				
Plant Installation Nth				
Plant Installation Sth				
Maintenance				

The amount of time allowed in the above works schedule is based on clear access to site with water at correct levels. Works are scheduled to commence with the Northern Wetland Juting on 20 October 2009. Please note that timing is not definite as unforeseen factors may impede progress and works may also be completed sooner than expected (Matt Gale, Project Manager, AUSTRALIAN ECOSYSTEMS).

In regards to other areas where River Swamp Wallaby-grass has been planted in constructed wetlands in Melbourne, providing the site remains suitable in regards to hydrology (water level), water quality and weeds are controlled, the species should remain healthy and viable (Ana Backstrom, Australian Ecosystems, pers comm. and Geoff Carr, Ecology Australia, pers comm.). Maintaining these elements is the primary goal for management of these populations at Highlands, these measures will also be important for managing potential Growling Grass Frog habitat (see Section 5.2.4).

Monitoring the populations following the planting of wetlands will be undertaken (see Section 10.1), management of wetlands for River Swamp Wallaby-grass is outlined in the sections above. No further salvage and translocation of other populations will be undertaken until there is an indication of translocation success and viability of the population in Aitken Creek South.

Success of translocation requires that 100% of plants survive the first three months *in situ* and at least 80% survive over the following two summer seasons *in situ*, and any deaths are replaced as observed.



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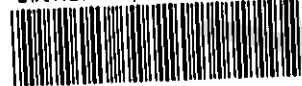


Plate 1 Highlands CMP: River Swamp Wallaby-grass *Amphibromus fluitans* tube stock at Australian Ecosystems nursery (1 September 2009).

5.2.3 Golden Sun Moth (*Synemon plana*)

Reserve design

Within Highlands, a total of 44 ha of Golden Sun Moth core habitat will be conserved and actively managed within Conservation Reserves in ROS along Aitken and Malcolm Creeks (Appendix 6) and Mt Aitken.

The following principals were considered when selecting reserve areas for Golden Sun Moth (also refer to Draft EPBC Policy Statement 3.12 Golden Sun Moth, DEWHA):

- Largest area possible;
- Where there was the highest concentration of Golden Sun Moths;
- Known locations of female moths;
- Areas which coincided with other environmental values (e.g. stony rises and Plains Grassland);
- Wide, rounded patches to reduce edge effects;
- Maintenance of connectivity through retaining areas along creeklines and incorporating areas in between core habitat patches which may be used as 'stepping stones' (retaining habitat within creek lines also provides connectivity outside of Highlands to other known and/or possible locations of Golden Sun Moth habitat).



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To reduce impacts on retained core habitat, appropriate management will be required to maintain and enhance existing values. The primary objective is to adapt management as necessary to maintain a 'natural' open structure of the grassland habitat through techniques to reduce biomass, promote recruitment of native grassland species and control weeds.

Golden Sun Moth management options

Currently, there is little information regarding the potential effects of grassland management on Golden Sun Moth. Some of the techniques outlined below are considered to be experimental (i.e. controlled ecological burning) and would be used in combination with other techniques and monitored carefully to gain the best conservation outcome for the species. Furthermore, all management actions must be programmed to take into account the flight season of the Golden Sun Moth. Golden Sun Moth adults can begin emerging in late October and are active during the warmest parts of the day from October/November through to early-January (Cook and Edwards 1993, Gibson and New 2007). Management actions will be conducted outside the peak emergence/flight season.

Biomass reduction

The reduction of biomass (predominantly of exotic perennial grasses) is an essential component of management for Golden Sun Moth. Golden Sun Moth utilise open grassland with low foliage, and an abundance of inter-tussock spaces (O'Dwyer 2004). Maintaining a low grassland structure by controlling tall weedy species increases the abundance of essential food plants such as the shorter growing Wallaby Grasses *Austrodanthonia* spp. and is the principle reason for management actions such as grazing, mowing and burning (Douglas 2004).

It is recommended that biomass reduction be carried out in the following order of preference: pulse grazing (prior to the construction period), slashing and burning. While pulse grazing (by sheep) is one of the best methods to reduce biomass and weed cover, as Highlands is developed and becomes increasingly urbanised, grazing is not regarded as feasible, therefore a combination of techniques or an integrated management regime is suggested. These details are outlined in Section 5.4.1 and Table 5.

Grazing

Grazing by herbivores, such as sheep, is a common technique for biomass reduction and active maintenance of Golden Sun Moth habitat (O'Dwyer 2004, Jelinek 2005, Douglas 2004). Pulse grazing by sheep during winter has been utilised within the Sun Moth Reserve in Nhill (Douglas 2004) and in spring at the Mount Piper Reserve (25 sheep/ha for 3 weeks, Jelinek 2005).

To date, the habitat for Golden Sun Moth within Highlands has been maintained through cattle grazing. Grazing will continue within Golden Sun Moth habitat (Conservation Reserves) prior to construction. Sheep grazing over Cattle grazing is preferred as their impact is less on native grasses. However, as grazing is not deemed a suitable management regime in a highly urbanised

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landscape, it will be ceased as construction begins. Other management methods will be introduced (see below and Section 5.4.1).

Controlled Burning

Ecological burning, as a regular management technique for biomass reduction in areas of Golden Sun Moth is highly debated and opinions vary as to the potential for detrimental impacts on the species (ACT Government 1998, Glenn Rudolph, Department of Sustainability and Environment, pers. comm., Cheryl O'Dwyer, The University of Melbourne, pers. comm., and Clive Crouch, Nhill Sun Moth Reserve Management Committee, pers. comm.). There is currently a lack of data on the effects of fire on Golden Sun Moth populations (Lunt and Morgan 2001). Burning, particularly during the flight season, could cause local extinctions, and impacts on the subterranean larvae that feed on underground reserves of plants are unknown (Lunt and Morgan 2001). Burning should be considered as an experimental management tool until impacts are further understood (O'Dwyer 2004).

Examples of controlled burning in Golden Sun Moth reserves

Blanket ecological burning was carried out during the flight season (December) at the Sun Moth Reserve in Nhill and resulted in the decline of Golden Sun Moth numbers over a three year period (Clive Crouch, Sun Moth Reserve Management Committee, pers. comm.). However, if carried out well outside the adult flight season (i.e. March), controlled patch burning is considered to have a low risk of impact to the species and may help reduce biomass of introduced grasses (Glenn Rudolph, Department of Sustainability and Environment pers. comm.; Douglas 2004).

Patch burning will be trialled at the Salisbury Bushland Reserve as a method of controlling weed invasion under the assumption that Golden Sun Moth can withstand their habitat being periodically burnt (Douglas 2004).

Three ecological burns (patch burns) have occurred within Craigieburn Grasslands which support a large resident Golden Sun Moth population (Tamara Karner, Parks Victoria, pers. comm.). These three burns were carried out in autumn over a ten year period and have resulted in a reduction of woody and grassy weeds with no evidence of declines in Golden Sun Moth populations. Further, Gibson (2006) recorded large numbers of male moths patrolling over recently burnt patches of Craigieburn Grassland Reserve. These moths are likely to be attracted to the bare ground rather than the burnt areas, as high numbers of males were also seen patrolling over recently mown and grazed areas.

Recommendations for controlled burning in Golden Sun Moth core habitat at Highlands

- Controlled burning should only be undertaken in early autumn, at least six weeks after the flight season ends (Gibson 2008; Glenn Rudolph, Department of Sustainability and Environment pers. comm.; Lucy Gibson, Museum of Victoria pers. comm.). Burning during and up to six weeks after the flight season will not occur as larvae may be feeding within the tillers of grass rather than underground (Gibson 2008).

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- When undertaking ecological (controlled) burns in Golden Sun Moth core habitat, a mosaic of burnt and unburnt (i.e. 'time-since-fire') patches should be created to maintain a variety of grassland structures and protect refuge areas for Golden Sun Moth and a variety of other fauna species (Fabian Douglas, private entomologist consultant, pers. comm.).
- The size of burnt patches should vary and the unburnt patches should not be more than 100 metres apart (in accordance with the greatest distance they have regularly been observed flying by Clark and O'Dwyer 2000).
- Burning should occur periodically (every 3-4 years) to maintain species diversity and inter-tussock spaces (Bainbridge et al. 2006). Other forms of biomass reduction may need to be carried out in the intervening years to ensure biomass is maintained at an optimal level for Golden Sun Moth. The City of Hume regularly performs ecological burns in other areas of grassland habitat within the Shire (Jason Summers, City Of Hume, pers comm.).

If controlled burning is an option deemed suitable, it is recommended that the two small patches of grassland habitat are used to investigate the effects of controlled burns on Golden Sun Moth. The two plots could be divided in half with an 'unburnt and burnt' area. Potential issues to address include the following:

- Size of patch burnt;
- Time of year;
- Fire intensity and frequency;
- Immediate impacts on adults/larvae; and
- Long-term impacts and population recovery.



Ecological burns may be carried out across other areas of core habitat within the Conservation Reserves once the results from these trial burns are known and in consultation with Council, Stockland, DEWHA, DSE and the contractors engaged to manage conservation reserves.

Refer to Section 5.4.1 for further discussion of burning as a biomass reduction technique and key management actions.

Slashing (mowing)

Slashing as a management technique to reduce biomass for Golden Sun Moth has been used for Nhill Sun Moth Reserve (Douglas 2004), Canberra International Airport (Canberra International Airport 2004), Derrimut Grasslands (Gibson 2008) and is proposed for Salisbury Bushland Reserve (DSE 2006a).

Slashing will be undertaken annually from late winter to mid spring (i.e. outside the peak emergence/flying period of October to January).

Heights of slashed grasslands vary from 6-8 cm at the Nhill Sun Moth Reserve (Douglas 2004) and 5-10 cm at the Canberra International Airport (Canberra International Airport 2004; Gordana Josipovic, Canberra International Airport, pers comm.). It is therefore recommended that the

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Golden Sun Moth core habitat at Highlands is slashed to a height of c. 10 cm. Refer to Section 5.4.1 for further discussion of slashing as a biomass reduction technique and key management actions.

Weed control

A major limiting factor for Golden Sun Moth in many areas is the high cover of invasive weeds (O'Dwyer 2004, DSE 2006a, Douglas and Crouch 2003). Weed control will involve controlling (or eliminating if feasible) populations of seriously invasive weeds to maximise available Golden Sun Moth habitat (O'Dwyer and Attiwill 2000) and increasing the amount of bare ground (or inter-tussock spaces) necessary for both breeding displays and recruitment of native grasses.

Care should be taken when applying herbicides in core habitat in Conservation Reserves as it is unknown whether the larvae or pupae of Golden Sun Moth in the soil are directly affected by herbicides (O'Dwyer 2004). Refer to Section 5.4.2 for further information regarding herbicides recommended for use and key management actions for weed control.

Revegetation

Supplementary planting of indigenous species will not compromise Golden Sun Moth habitat. The Golden Sun Moth requires an 'open' grassland structure with patches of bare ground (see Section 4.3). Therefore, to maintain these requirements, no trees will be planted in Golden Sun Moth habitat. Trees have the potential to shade out the existing open grassland structure and also provide additional perching substrate for predatory bird species, such as Willie Wagtails and the exotic *Common Starling (refer to EPBC Draft Policy Statement 3.12 for the Golden Sun Moth, DEWHA). In addition, many of the core habitat areas are rocky, which is not conducive to tree plantings. Shrub plantings will be restricted to replacing the exotic shrubs (e.g. *Sweet Briar). No additional areas of shrubs will be planted within Golden Sun Moth core habitat. Consideration will be given to the revegetation of robust, perennial, indigenous ground-storey species in remnant grassland patches and Golden Sun Moth habitat (to compliment weed control activities).

It is considered that the cover of Wallaby-grasses is not a limiting factor in the landscape for Golden Sun Moth and as such no collection or planting of Wallaby-grasses will occur at this stage.

Sediment controls

Sediment control fencing will be installed around all Golden Sun Moth conservation reserves during the construction period. This is to ensure there are no detrimental impacts to habitat values or quality of the grasslands as a result of run-off from the development and associated urban zone (also see Section 8).

Water treatment wetlands

No water treatment wetlands will be constructed within Golden Sun Moth core habitat (Figure 4). Pre-construction protocols such as sediment control fencing, contractor induction, storage of



machinery and access are outlined in Section 8. These measures are aimed to reduce potential indirect impacts on Golden Sun Moth habitat as a result of wetland construction.

Stone Walls

Dry-stone walls which occur in Conservation Reserves will be left *in situ*. It has been observed that stone walls provide shelter for moths from cooler southerly winds. Stone Walls also provide habitat for other fauna (e.g. small mammals - possibly the Fat-tailed Dunnart and reptiles).





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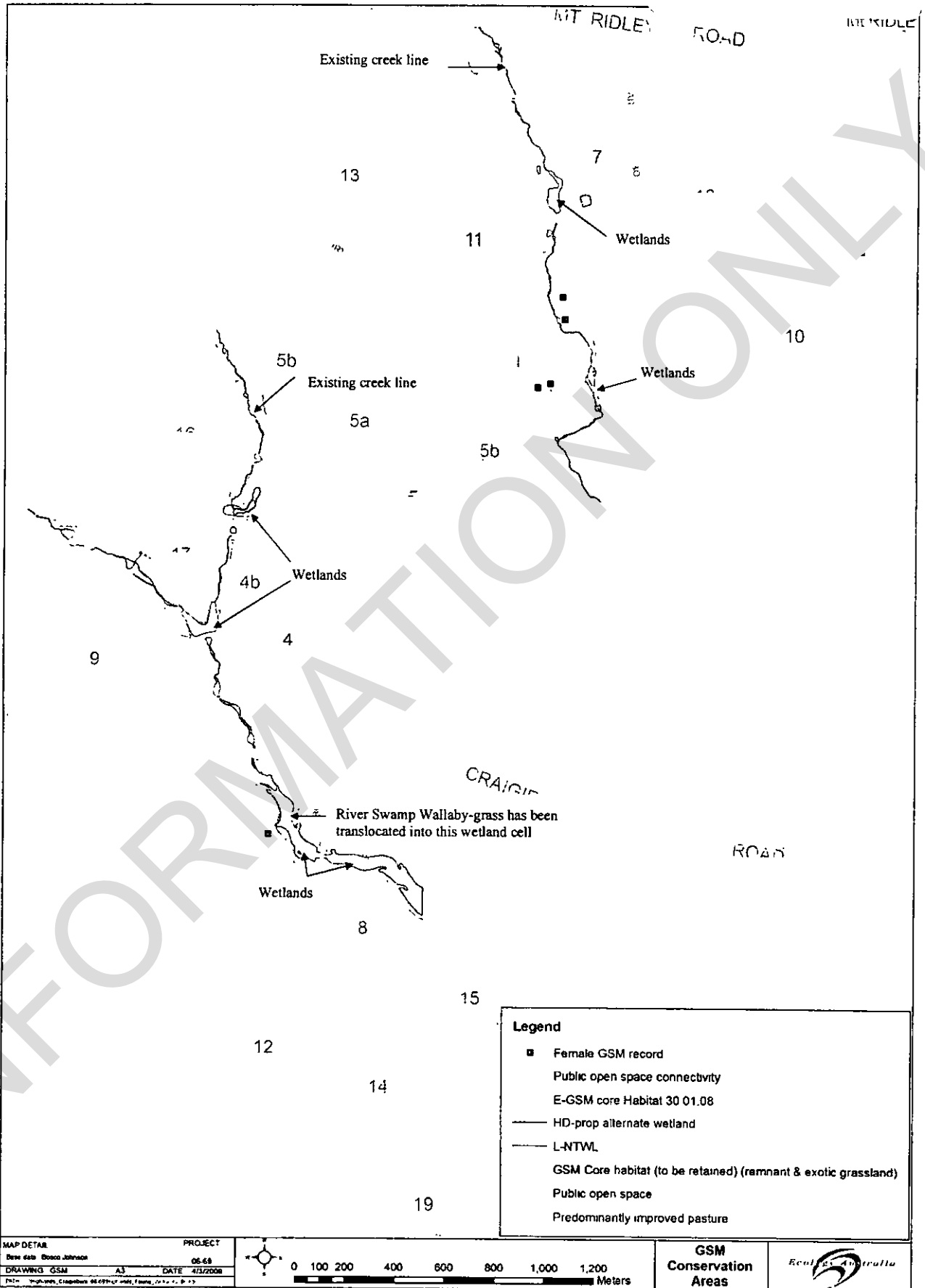


Figure 4 Highlands CMP: Golden Sun Moth core habitat, location of proposed water treatment wetlands and ROS.



5.2.4 Growling Grass Frog (*Litoria raniformis*)

According to previous survey results, the Growling Grass Frog does not currently occupy Malcolm or Aitken Creek within Highlands, or the immediate surrounds (e.g. immediately upstream in Malcolm Creek, or immediately downstream in Aitken Creek) (Heard 2007, 2009). Most dams on the property seldom hold water due to the dry conditions over the previous years and do not support important habitat features (e.g. aquatic vegetation), and are unlikely to support the species. However, if local climate conditions are suitable and habitat conditions improve as a result of the construction of water treatment wetlands in Aitken and Malcolm Creeks (Figure 4), it is possible that these Creeks could be colonised by frogs dispersing upstream from Merri Creek and into both creeks (Merri Creek is c. 4 km downstream of Highlands and supports populations of the species).

Should the creation of wetlands and habitat improvements lead to the species colonising the area, it would result in the re-expansion of the species into an area it previously inhabited (Heard 2007). However, if the wetlands do not take into consideration the habitat requirements of the species, it is likely to reduce their suitability (Heard 2007).

Considering the species may colonise wetlands on the Highlands site, sections below outline the following:

- elements of the wetlands included in the design by Craigie and Condina (2006);
- further attributes which will be implemented for protecting and enhancing habitat values for Growling Grass Frogs;
- thresholds for habitat management (i.e. if a particular habitat element is affected/degraded what the intervention measures will be); and
- protocols to ensure no impacts occur downstream to Merri Creek (also see Section 8 and Section 10.1)

Responsibility

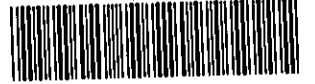
It is expected that Stockland would provide an agreed lump-sum payment to Melbourne Water to continue implementing management of the water treatment wetlands, particularly in regards to Growling Grass Frogs, if they are transferred to Melbourne Water ownership within the 10-year period (also refer to CMP Implementation Section 11).

Water treatment wetlands along Malcolm and Aitken Creeks

The wetlands planned for construction within Malcolm and Aitken Creeks (see Figure 4) have been designed by Neil Craigie of Waterway Management Consultants Pty Ltd and Pat Condina and Associates (Craigie and Condina 2006), in conjunction with Breese Pitt Dixon Pty Ltd. The following is a list of design features included in their wetland plans which are favourable for Growling Grass Frogs (also refer to Appendix 4):

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- Several wetland cells will be constructed with differing water retention times (i.e. some pools will be permanent where as others will be ephemeral);
- Physical habitat diversity will result from variation in pool shape, depth, substrate and aquatic plantings;
- The majority of the wetland edge will have slopes of 1V:8H grading to 1V:3H;
- Maximum depth of water bodies will be 2.5 metres so stratification and low dissolved oxygen conditions are unlikely to occur;
- Provision and maintenance of sediment traps; and
- Best Management Practices will be implemented through erosion and sediment control fencing during construction.

The following is a list of further attributes to augment habitat for Growling Grass Frogs:

Provision of structural diversity through a diverse planting regime:

- Wetland plantings will be designed to allow a relatively 'open' design with a diversity of indigenous macrophyte vegetation. Wetland plantings will be undertaken by Australian Ecosystems, Pty. Ltd., some of the plant species to be used are listed in previous reports (Ecology Australia 2003). An open planting regime is preferred as the Growling Grass Frog is a basking species and may avoid areas which are choked or overgrown with vegetation, or with a dense canopy cover (Heard et al. 2004). The wetland areas that will be created and which are particularly important for the species include (also see Appendix 4):
 - Ephemeral - Shallow Marsh, which support emergent and fringing vegetation (e.g. rushes and sedges) suitable for basking, shelter, perching and male calling sites;
 - Submerged Marsh – open water zones which support submergent and floating vegetation (e.g. water ribbons and pond weed) required for egg-laying sites, protection of tadpoles and prey ambush sites. For example, a high cover of pond weed has been found to be correlated with the abundance of Growling Grass Frogs in the Pakenham area (Hamer and Organ 2006a). Also see Appendix 5 (Heard 2009) for the latest results on habitat modelling which is relevant to wetland construction at Highlands;

Terrestrial habitat and over-wintering refuge:

- The species has been recorded utilising thick vegetation cover at ground level, rocks and other solid ground cover for shelter and over-wintering refuge (Gillespie and Clemann 1999, Wilson 2003).
- Terrestrial vegetation will form part of the revegetation scheme. It will also be important to maintain open grassy areas which allow frogs to forage adjoining the water body;

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- Provision of large boulders (could be sourced from basalt previously removed and stockpiled in the pasture areas of Highlands);
- Rock jumbles and logs (if available); and
- Plantings of indigenous trees will be kept quite sparse, particularly within the riparian zone, to avoid over-shading the waterbodies (see comment above regarding basking);

Water quality:

- Ensure State Environment Protection Policy Guidelines (SEPP Guidelines) are met;
- The use of fertilisers will be avoided in areas adjacent to wetlands to reduce the source of nutrient enrichment and decrease the likelihood of algal blooms (also recommended in Craigie and Condina 2006 a, b). Information will be provided in the educational material for residents regarding the use of pesticides, herbicides and fertilisers in gardens and the subsequent negative effects of polluted stormwater flowing into wetlands and creek systems;
- Provision and maintenance of sediment traps (as above);
- Best Management Practices will be implemented through erosion and sediment control fencing during construction;
- Monitoring of water quality. For example turbidity levels; it has been demonstrated that increased turbidity may exclude Growling Grass Frogs from some sites (Hamer and Organ 2006b), and chemical and sediment pollution from stormwater inflows may have caused the disappearance of Growling Grass Frogs from the lower reaches of the Merri Creek (Heard 2007).

These measures are also aimed to minimise potential impacts occurring downstream on existing populations of the species as a result of the construction and operation of wetland treatment sites (monitoring will also be undertaken to assess the efficacy of the above measures, refer to Table 3 and Section 10.1)

Connectivity and buffers:

To enable Growling Grass Frogs the opportunity to colonise the wetlands, it is essential to maintain connectivity and a suitable passage for movement of frogs between Merri Creek and Aitken and Malcolm Creeks as well as areas along these creeks immediately outside of the study area (e.g. Malcolm Creek north of Mt Ridley Road). It must be noted that a large proportion of both creeks fall outside the Highlands development area, and as such is more likely to be a local council and/or Melbourne Water matter. To maintain connectivity the following will be important to consider:

- **Malcolm Creek:** there is currently a newly created wetland downstream of Highlands in a Delfin residential development. This may act as a 'stepping stone' to wetlands which will be created in Malcolm Creek at Highlands. Further downstream there are three existing road crossings (potential barriers) over Malcolm Creek; one of them is a major Road – Sydney Road (old Hume Highway) and a Railway line.

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- **Aitken Creek:** the construction of the E14 (Aitken Boulevard) could create a potential barrier for frogs moving upstream from Merri Creek, however there are large open culverts (similar to other road crossings further downstream) which may allow the movement of frogs. There are three other existing road crossings outside of Highlands further downstream, the largest being Sydney Road.
- It is essential to keep any passages under roads (generally open culverts) on the Highlands site and beyond free of debris, rubbish, sediments and vegetation to allow the potential movement of frogs (and possibly other fauna).

It is important to maintain a suitable buffer around creeks and wetlands to protect habitat from over use by residents, edge effects and deterioration of habitat. The optimal buffer around wetlands where Growling Grass Frogs occur is 200 m (DEWHA 2009). However at Highlands as some areas had previously been developed, the areas below represent the greatest amount of land available for buffers.

- The buffer width varies for both creeks at Highlands, on average the Malcolm Creek buffer is c. 108 m either side of the creek line (range: 60 m to 175 m). For Aitken Creek north, the average buffer width is c. 91 m either side of the creek line (range: 30 m to 145 m); and for Aitken Creek south, the average buffer width is c. 109 m either side of the creek line (range: 55 m to 145 m).

The majority of the area within these buffers is Conservation Reserve (see Figure 4) and will be managed for grassland values which is compatible with terrestrial frog habitat (see Section 5.4). Some passive recreational facilities will be incorporated in the ROS outside the Conservation Reserves (see Section 9.1).

Predatory fish:

- Fish species, such as Mosquito fish, European Carp and Trout are all potential predators of the eggs and tadpoles of the Growling Grass Frog (Anstis 2002, DEWHA 2009). Mosquito fish in particular have been implicated in the decline of this species (Robertson 2003). However, there is some evidence that the frog can co-exist with native fish species such as Common Galaxid and Flat-headed Gudgeon (Heard et al. 2004).
- Stocking of exotic or non-indigenous fish will be prohibited, residents will be briefed about this in the education material they receive about the ROS and environmental values;
- Signage will also be installed to illustrate the risks of introducing exotic fish into waterways (see Section 9.2)
- Where practical, if exotic fish are found within the wetlands, individual cells could be drained in autumn/winter to remove exotic fish. This should be investigated in consultation with Melbourne Water, DSE and a qualified zoologist or ichthyologist (fish specialist), also see Table 3.


Management thresholds for the Growling Grass Frog

This section outlines the actions which will be undertaken if certain habitat management 'thresholds' are reached in relation to the Growling Grass Frog (see Table 3). The thresholds are based on significant impact thresholds developed as part of the EPBC Act Policy Statement 3.14 for Growling Grass Frogs (DEWHA 2009). These thresholds have been reviewed by Geoffrey W. Heard (PhD student studying Growling Grass Frogs in Merri Creek corridor from La Trobe University, Heard 2009). Suggestions and comments from Mr. Heard have been incorporated into Table 3.

A monitoring program will be implemented to identify whether Growling Grass Frogs have colonised the wetlands. Timing, methods and frequency of monitoring to be employed for surveying is addressed in Section 10.1. In addition, a vegetation/habitat monitoring program (see Section 10.1) will be initiated once wetlands are established.

Timeframes for implementation and arrangements for handing over management and ongoing monitoring of wetlands to relevant agencies is outlined in Section 11.

If Growling Grass Frogs are found to have colonised the wetlands within Highlands, this plan will require review and updating as appropriate.

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Table 3 Highlands CMP: Thresholds for wetland habitat management in relation to the Growing Grass Frog

The following habitat management thresholds and measures to be implemented are applicable to maintaining habitat suitability for the potential colonisation of Growing Grass Frogs.

Habitat element	Threshold -	Habitat element affected/degraded	Management measures to be implemented	Phases	Location
Hydrology	<ul style="list-style-type: none"> Any alteration to wetland hydrological regime which leads to wetlands drying-out completely 	<ul style="list-style-type: none"> Increase in nutrients, toxins, chemicals, sediment loads or an algal bloom which reduces water quality below acceptable State Environment Protection Policy Guidelines (SEPP guidelines) and/or reduces habitat suitability for frogs (e.g. high turbidity) 	<ul style="list-style-type: none"> Suitably qualified ecologist to monitor site (bi-annually during the spring/summer seasons, also see Section 10.1) to gauge habitat quality and suitability for Growing Grass Frogs If required, re-water site to maintain water levels, particularly in summer, this would also benefit River Swamp Wallaby-grass 	<ul style="list-style-type: none"> Post-construction 	<ul style="list-style-type: none"> Assess hydrological regime at all wetland treatment areas
			<ul style="list-style-type: none"> Establish quantitative guidelines for water quality according to SEPP Guidelines (also see foot note on page 31) Conduct water quality monitoring monthly during construction and every three months post-construction Install sediment control fencing; see Section 8 for No-go zones and habitat protection protocols during construction 	<ul style="list-style-type: none"> During and post-construction 	<ul style="list-style-type: none"> For Aitken and Malcolm Creek: <ul style="list-style-type: none"> 1 site located upstream of wetland construction areas 1 site located within Highlands near wetland construction areas 2 sites located downstream of wetland construction areas All wetland treatment areas
Aquatic vegetation diversity	<ul style="list-style-type: none"> Alteration of aquatic vegetation such that it drops below 60% cover (where aquatic vegetation cover is calculated as the sum of the cover of emergent, submergent and floating macrophytes, divided by 3, see Heard 2009) Recreational pressures are reducing habitat quality (e.g. vegetation trampling) 	<ul style="list-style-type: none"> Rejuvenation of aquatic vegetation through (also see 5.2.2): <ul style="list-style-type: none"> re-planting with indigenous plant species (also suitable for River Swamp Wallaby-grass); netting to reduce damage by waterfowl; thinning of dominant emergent species (i.e. which may be choking other vegetation); and reducing sedimentation No new walking trails/paths will be created adjoining wetland habitat 	<ul style="list-style-type: none"> Suitably qualified ecologist to monitor site (bi-annually during the spring/summer seasons, also see Section 10.1) to gauge habitat quality and suitability for Growing Grass Frogs Rejuvenation of aquatic vegetation through (also see 5.2.2): <ul style="list-style-type: none"> re-planting with indigenous plant species (also suitable for River Swamp Wallaby-grass); netting to reduce damage by waterfowl; thinning of dominant emergent species (i.e. which may be choking other vegetation); and reducing sedimentation No new walking trails/paths will be created adjoining wetland habitat 	<ul style="list-style-type: none"> Post-construction 	<ul style="list-style-type: none"> All wetland treatment areas
Terrestrial habitat	<ul style="list-style-type: none"> Any removal or degradation of terrestrial habitat within the adjoining Conservation Reserves (e.g. within 100-200 m of waterbodies) Rocks, logs other cover is removed or modified 	<ul style="list-style-type: none"> Maintain a relatively open grassland structure for foraging (as per Golden Sun Moth habitat requirements, see Section 5.2.3) Also maintain some areas of dense tussock forming grassland areas for over-wintering and shelter (e.g. Creeksline Grassy Woodland area, part of the Aitken Creek Conservation Reserve, south of Craighiebourn Road west, Figure 3) Re-iterate terrestrial habitat for shelter and over-wintering (e.g. logs/rocks), where needed Maintain existing buffers surrounding wetlands (i.e. Golden Sun Moth core habitat/ Conservation Reserves) Where Growing Grass Frogs have colonised, manage weeds manually where practicable (see Section 5.4.2). Note that the effect of herbicides and other biocides on the species is not well understood (Clemann and Gillespie 2004) Any weed removal will be followed up with revegetation using suitable indigenous aquatic or terrestrial species Weed removal in and/or in proximity to wetlands will be staged and replaced by indigenous vegetation (See Section 5.4.2) Conservation Reserves will be fenced with no new walking trails created (see Section 9.1) and only used for passive recreation 	<ul style="list-style-type: none"> Suitably qualified ecologist to monitor site (bi-annually during the spring/summer seasons, also see Section 10.1) to gauge habitat quality and suitability for Growing Grass Frogs Maintain a relatively open grassland structure for foraging (as per Golden Sun Moth habitat requirements, see Section 5.2.3) Also maintain some areas of dense tussock forming grassland areas for over-wintering and shelter (e.g. Creeksline Grassy Woodland area, part of the Aitken Creek Conservation Reserve, south of Craighiebourn Road west, Figure 3) Re-iterate terrestrial habitat for shelter and over-wintering (e.g. logs/rocks), where needed Maintain existing buffers surrounding wetlands (i.e. Golden Sun Moth core habitat/ Conservation Reserves) Where Growing Grass Frogs have colonised, manage weeds manually where practicable (see Section 5.4.2). Note that the effect of herbicides and other biocides on the species is not well understood (Clemann and Gillespie 2004) Any weed removal will be followed up with revegetation using suitable indigenous aquatic or terrestrial species Weed removal in and/or in proximity to wetlands will be staged and replaced by indigenous vegetation (See Section 5.4.2) Conservation Reserves will be fenced with no new walking trails created (see Section 9.1) and only used for passive recreation 	<ul style="list-style-type: none"> Post-construction 	<ul style="list-style-type: none"> All wetland treatment areas
Introduction of predators	<ul style="list-style-type: none"> Introduction of exotic fish (e.g. Macquisto fish) which have the potential to prey on frogs eggs and tadpoles 	<ul style="list-style-type: none"> Signage/public education as to detrimental effects of releasing introduced fish into waterways (see Section 9) May need to drain wetland or individual ponds to remove exotic fish, this must be done in consultation with a qualified ecologist, DSE, Melbourne Water and DEWHA 	<ul style="list-style-type: none"> Monitor wetlands to assess the presence of predatory fish (bi-annually during the spring/summer seasons, also see Section 10.1) Signage/public education as to detrimental effects of releasing introduced fish into waterways (see Section 9) May need to drain wetland or individual ponds to remove exotic fish, this must be done in consultation with a qualified ecologist, DSE, Melbourne Water and DEWHA 	<ul style="list-style-type: none"> During and post-construction 	<ul style="list-style-type: none"> All wetland treatment areas

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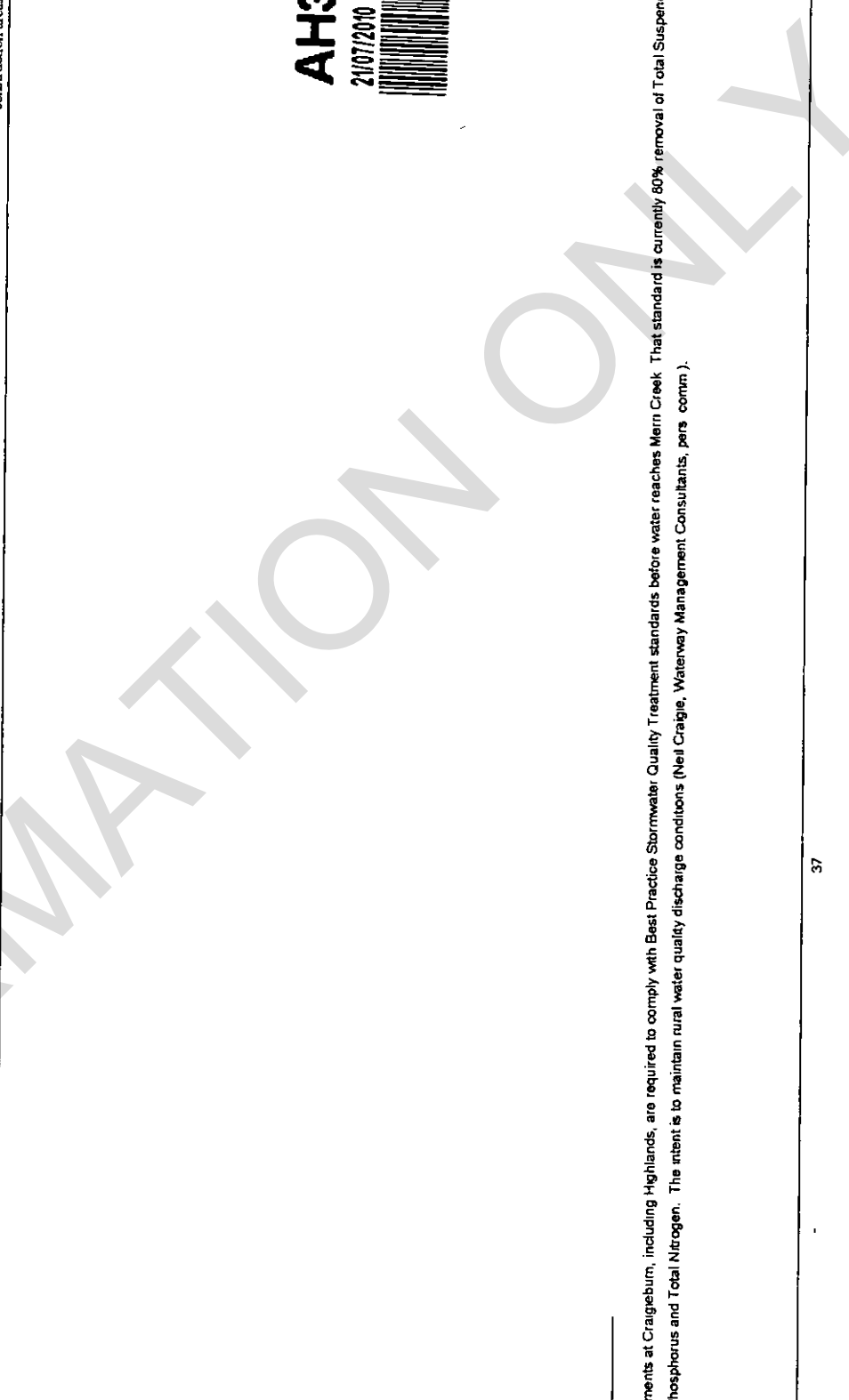


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Habitat element	Threshold - Habitat element affected/degraded	Management measures to be implemented	Phases	Location
Connectivity	<ul style="list-style-type: none"> Potential movement of frogs through the creek systems is compromised/habitat link is severed 	<ul style="list-style-type: none"> Suitably qualified ecologist to monitor culverts (bi-annually during the spring/summer seasons or after heavy rain events, also see Section 10.1) and other under road crossings within Highlands Keep culverts and other under road crossings free of debris to ensure a clear passage for potential movement of Growing Grass Frogs No new walking trails/paths will be created adjoining the wetland habitat in Conservation Reserves 	<ul style="list-style-type: none"> During and post-construction 	<ul style="list-style-type: none"> Culverts and under road crossings in creek corridors and areas adjoining creeks in Conservation Reserves
Habitat downstream in Merri Creek	<ul style="list-style-type: none"> Significant or noticeable increase in nutrients, toxins, chemicals, sediment loads or an algal bloom from increased storm water runoff which reduces water quality below acceptable SEPP guidelines resulting in reduced habitat suitability for frogs (e.g. high turbidity) in areas downstream from the Highlands site, i.e. Merri Creek where there are existing populations of Growing Grass Frogs 	<ul style="list-style-type: none"> Establish quantitative guidelines for water quality according to SEPP Guidelines (also see foot note below) Conduct water quality monitoring monthly during construction and every three months post-construction Install sediment control fencing; see Section 8 for No-go zones and habitat protection protocols during construction 	<ul style="list-style-type: none"> During and post-construction 	<ul style="list-style-type: none"> For Aitken and Malcolm Creek: <ul style="list-style-type: none"> 1 site located upstream of wetland construction areas 1 site located within Highlands near wetland construction areas 2 sites located downstream of wetland construction areas

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¹ Note all new developments at Craigieburn, including Highlands, are required to comply with Best Practice Stormwater Quality Treatment standards before water reaches Merri Creek. That standard is currently 80% removal of Total Suspended Solids and 45% removal of Total Phosphorus and Total Nitrogen. The intent is to maintain rural water quality discharge conditions (Neil Craigie, Waterway Management Consultants, pers comm).

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5.3 Protection of remnant trees

Highlands supports numerous old remnant trees, particularly along Malcolm Creek and Aitken Creek (north). They are also widely scattered across the site. These species include River Red-gum (*Eucalyptus camaldulensis*), Swamp Gum (*E. ovata* var. *ovata*), Grey Box (*E. microcarpa*) and Blackwood (*Acacia melanoxylon*). Many of the trees are of a very old age class (greater than 400 years) and also provide hollows for avifauna and arboreal mammals (Ecological Horticulture 1991).

The majority of the remnant trees within Highlands have been incorporated into the Conservation Reserves and/or ROS. Some scattered trees also occur within the paddocks. It is imperative that all remnant trees are retained and protected (see also Section 6.2). Unless otherwise agreed to by Council, all trees are to be protected by fencing at a distance of double the tree canopy. These fences are to be erected before any works commence.

Arborist reports have been completed for sections of the Highlands site (e.g. Tree Logic 2003, Stephen Fitzgerald Arboriculture 2007 and 2008 a, b). All current and future reports will be submitted to Council for approval. No works affecting any tree (remnant or non-remnant) will be undertaken until Council has received and assessed the relevant maps and reports.

5.4 Management of vegetation within Conservation Reserves and ROS

5.4.1 Biomass reduction

Biomass reduction (predominantly of perennial grasses) will be essential in maintaining indigenous flora and fauna values throughout the Conservation Reserves and ROS, as well as providing asset protection (e.g. through fuel reduction), addressing public safety concerns (e.g. long grass providing harbour for snakes) and enhancing aesthetic and recreational values.

Biomass reduction integrating a range of techniques is integral in developing a management regime that is practical, economical, and capable of maintaining (and where feasible enhancing) the biological values of the site. A range of factors (local topography, proximity to assets, stage of development, Golden Sun Moth life-cycle, etc.) will dictate what techniques are suitable in a given location at a given point in time.

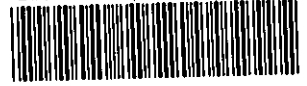
Grazing regimes will continue within the Conservation Reserves until construction begins, after which time it is not considered feasible in a highly urbanised landscape. Three other biomass reduction techniques will be variously employed within the Conservation Reserves, each of which is discussed below.

Controlled Burning

Burning is an efficient and cost-effective technique for reducing biomass in grassy ecosystems such as those that occur within the Conservation Reserves. Importantly, burning (c.f. slashing)

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allows greater access for weed control, increased natural regeneration of indigenous plant species and potentially enhancing habitat values for Golden Sun Moths (note: there is a paucity of data relating to the effects of fire on Golden Sun Moth populations, so large-scale burning within Golden Sun Moth core habitat is not recommended).

The importance of burning to ecosystem-health in temperate Australian grassland and grassy woodland communities has been well documented; however, the ecological benefits of burning in highly-disturbed, long-grazed grassland remnants such as those that occur within the Conservation Reserves will be somewhat limited. While burning may enhance germination of a small range of indigenous species, it can also be expected to promote certain exotic species (e.g. *Nassella neesiana*), and as such post-burning weed-control will be vital in maintaining remnant vegetation.

If burning is determined to be non-harmful to Golden Sun Moth populations (see Section 5.2.3), it is recommended to be undertaken in selected remnant patches of Plains Grassland. It may also be utilised in areas that are unsuitable for slashing (e.g. too rocky or steep). The following prescriptions and key management actions will be implemented.

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Key actions

- *Burning must not be conducted within Conservation Reserves during the Golden Sun Moth flight season (October to January).*
- *Burning will occur at least six weeks after the end of the flight season.*
- *Burning will be determined by fuel loads, moisture content and weather conditions.*
- *To create a mosaic effect, patches (e.g. remnant vegetation) will be burnt every three years, ensuring that areas of vegetation within the patch are left unburnt (to provide refuge for fauna). It will therefore be necessary to:*
 - *split remnant patches into defined 'burn-zones', with each zone being burnt only once every three years;*
 - *some areas/patches will be defined by fire-breaks and proximity to houses and assets;*
 - *maintain records of when and where burns have been conducted.*
- *Vegetation within Conservation Reserves will inevitably be burnt accidentally or by vandals. Burn plans will therefore be flexible enough to incorporate these 'accidental' burns into the three-yearly cycle. It is preferable that vegetation is burnt less often than more often.*
- *Ensure adequate weed-control can be undertaken post-burn. Follow-up weed-control is essential within patches of remnant vegetation, and no burning will be undertaken until adequate time and budget for weed-control has been allocated.*
- *Ensure natural recruitment and revegetation of woody species, as well as assets are not damaged as a result of prescribed burning.*

Mechanical control

Mechanical control techniques will include slashing, brush-cutting and (to a lesser degree) hand-mowing; and these will variously applied to the different management areas within the Conservation Reserves (refer to Table 5 and Figure 5). There is however several drawbacks associated with mechanical control in the Conservation Reserves:

- Unlike burning or grazing, mechanical control does not generally remove the cut plant material from the site (which often forms very dense mats). This can be problematic in areas where the purpose of biomass reduction is to retain open areas and bare ground for Golden Sun Moths and/or indigenous plant recruitment. As such, it will be necessary to devise slashing regimes that reduce the amount of cut plant material within Golden Sun Moth core habitat areas (Figure 5).

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- There is a tendency for machinery (particularly slashers) to disperse weed propagules (e.g. seed) from one location to another. It is of utmost importance that adequate hygiene practices are followed to prevent the spread of exotic species across the site, particularly Chilean needle-grass (**Nassella neesiana*) and Two-leaf Cape Tulip (**Moraea miniata*).
- Tractors may cause significant plant and soil disturbance (e.g. rutting and compaction) particularly in wet weather.

Mechanical control is recommended to be undertaken throughout the Conservation Reserves and ROS. Due to the prevalence of rocky and uneven terrain within sections of the Conservation Reserves, large areas will require brush-cutting or hand-mowing (c.f. slashing). The following prescriptions and key management actions will be implemented.

Key actions

- *Slashing must not be conducted within the ROS during the Golden Sun Moth flight season (late October to mid January).*
- *Slashing will be avoided during wet weather when soils are susceptible to rutting.*
- *Slashing regimes must be developed that reduce the amount of cut plant material (post-slashing) left in Golden Sun Moth core habitat areas (Figure 5). This may involve multiple slashing runs between late winter – spring (to increase rates of biodegradation) and/or collection of cut material (if practicable).*
- *Care must be taken to avoid damage to indigenous woody vegetation (including natural recruitment and revegetation).*
- *Vegetation will be slashed to a height of around 10 cm within Golden Sun Moth core habitat zones. Care will also be taken to avoid soil disturbance.*
- *Care will be taken not to transport weed propagules from areas of heavy to low infestation, notably those of Chilean needle-grass and Two-leaf Cape Tulip.*
- *All machinery (tractors, slashers, brush-cutters, etc.) entering the site should be free of weed propagules. Similarly all machinery leaving the site will be cleaned of weed propagules. This will require the creation of a weed 'wash-down' site.*
- *Slashing regimes will be flexible to cater for variability in growing seasons. Some years will require more control than others.*

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Herbicide application

The ongoing chemical control of several robust, exotic, perennial grass species (*Phalaris*, *Phalaris aquatica*; Chilean Needle-grass, *Nassella neesiana* and Cocksfoot, *Dactylis glomerata*) in favour of generally less-robust indigenous grass species should ultimately reduce biomass throughout the Conservation Reserves and ROS.

See below for prescriptive weed control measures.

5.4.2 Weed management

The weed flora of the study area comprises 16 noxious weed species (as listed under the *Catchment and Land Protection Act 1994* [CaLP Act] for the Port Phillip and Westport CMA region), five Weeds of National Significance (WONS) and numerous other environmental weed species. The weed flora is dominated by ubiquitous annual and perennial herbaceous weeds, with woody weeds (particularly Blackberry **Rubus anglocandicans* and Briar Rose **Rosa rubiginosa*) scattered throughout.

Table 4 lists 28 weed species identified for elimination or control within the Conservation Reserves and ROS. These are a small proportion of the weed flora, but have been identified as species/populations that should be managed throughout the Conservation Reserves and ROS because of their seriousness as invaders, and/or are required to be managed under the CaLP Act. Other species will require management in certain circumstances (e.g. to allow for revegetation), but full-scale management would be untenable.

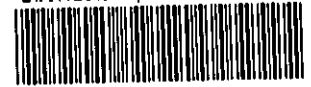
While a number of weed species have been recorded within Highlands, the weed flora is not static; new weed species are likely to appear within the Conservation Reserves, dispersed there by a wide range of natural agents (e.g. wind and animals). The weeds listed for control here should not be seen as exhaustive. Annual monitoring will allow for the identification of new weed species and their incorporation into the management program as appropriate.

Within patches of remnant vegetation in Conservation Reserves, higher-intensity weed-control is expected than for the remaining areas of ROS. While infestations of seriously invasive exotic species such as Canary Grass and Cocksfoot may be left in sections of the Malcolm and Aitken Creek ROS corridors, these species require control (and their cover reduced) within the conservation reserves, including the patches of remnant Plains Grassland and Creekline Grassy Woodland. Similarly, a range of species not listed in Table 4 will require control within and adjacent to remnant vegetation where they threaten indigenous flora values.

Chilean Needle-grass (*Nassella neesiana*) is one of Australia's worst weeds of native grasslands and pastures and is classified as a Weed of National Significance (DPI 2007). This species is present within the Conservation Reserves and ROS, the majority of which supports a low cover (i.e. <1% - 5%) of this species. The most severe infestations are along Malcolm Creek (cover up to c. 50%), particularly in the northern and southern sections. These areas have been identified as Chilean Needle-grass containment areas (Figure 5), where strict controls must be implemented to limit its spread into adjoining areas (see also Section 5.4). It is unrealistic to expect to eradicate the

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weed in areas where Chilean Needle-grass is established and/or widespread (DPI 2007), therefore the target within the areas supporting a higher cover of the species is to limit its impact and spread, and to decrease the infestation size.

The Golden Sun Moth has previously been recorded breeding in Chilean needle-grass in other areas of its range in Melbourne and Canberra. Therefore, if Golden Sun Moth is recorded breeding in patches of Chilean Needle-grass during the monitoring surveys, a staged plan of eradication/reduction of the weed species will be required, in consultation with DEWHA.

Ultimately, as eradication of this weed species is very difficult, the aim will be, as a minimum, to contain the infestations so they do not encroach into other Conservation Reserves and habitat remains suitable for the Golden Sun Moth.

The following management targets for Chilean Needle-grass are expected to be staged, and thus achieved within the 10-year management period:

Current cover of Chilean Needle-grass	Objective	Target cover of Chilean Needle-grass within 10-years
0 – 1%	prevent - eradicate	0 - <1%
1 – 15%	eradicate - reduce	0 - <5%
15% - 50%	reduce	10 – 15%

These targets are in-line with the National Best Practice Management Manual for Chilean Needle-grass (DPI 2007).

The following weed management strategy is proposed:

1. Methods to treat individual species (Table 4) include herbicide application to foliage, herbicide application via cut and paint or drill and fill, and physical removal by hand.
2. The primary weed management program targeting woody weeds will extend over a five-year period. This would be followed up by maintenance weed control which will be an ongoing requirement.
3. Weed monitoring will be ongoing in order to identify weed populations and respond with control as appropriate.
4. Damage to indigenous vegetation (by herbicide or machinery and to soils) must be avoided at all times.

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5. Weed management operators must be suitably qualified and appropriately certified and possess the requisite weed and indigenous plant identification skills. All health and safety, and environmental regulations, must be observed.
6. All aspects of the control program need to be appropriately documented (to an agreed standard) to enable the tracking and evaluation of control methods/activities, and to allow for refinement of procedures, as well as to inform future weed management activities.

Herbicide use

All herbicide usage within the Conservation Reserves and ROS will be in accordance with the following:

- The use of herbicides in and adjacent to water-bodies (including riparian zones and seasonally dry ephemeral wetlands) will be avoided where practicable, particularly if the Growling Grass Frog has colonised wetlands (see Table 3). If unavoidable, herbicides only legally certified for use in such situations (as specified on the product label) will be used. Application methods resulting in low levels of off-target damage (e.g. cut/paint, and drill/fill) will be favoured over spray application.
- All use of herbicides (and associated additives) will be in accordance with the product label. Off-label use of herbicides may be permitted where approval has been granted from a state government department (e.g. Department of Sustainability and Environment or Department of Primary Industries).
- Site-specific herbicide planning (application methods, chemicals used, weather conditions, plant phenology, etc.) will be employed to reduce off-target herbicide damage. Off-target herbicide damage is the detrimental application of herbicide to plant species that have not been targeted for control. While this generally applies to plants in and around the point of herbicide application, it may also refer to organisms (flora and fauna) some distance away.
- With the exception of cut/paint and drill/fill techniques used to control woody weeds, herbicide will not be used during the flight season of the Golden Sun Moth (i.e. between late October and early January). This is to avoid detrimental impacts to emerging adults and/or egg-laying females.

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Table 4 Highlands CMP: Weed species identified for elimination or control within Conservation Reserves

Life form (mostly after Carr et al. 1992)

T tree	A annual	Pt perennial herb (tufted or tussock forming)	B biennial	Gc cornous geophyte
Ea emergent aquatic	Ls large shrub	Pr perennial herb (rhizomatous or stoloniferous)	S shrub	

Noxious weed/WONS

C - listed as a Controlled weed species under the Catchment and Land Protection Act 1994 for the Port Phillip and Westport Catchment Management Authority region
R - listed as a Restricted weed species under the Catchment and Land Protection Act 1994 for the Port Phillip and Westport Catchment Management Authority region
W - Weed of National Significance (www.weeds.org.au)

Control method(s)

A Herbicide treatments

- 1 Herbicide applied to foliage with spray, wick applicator, etc.; annuals must be sprayed well before seed ripening.
- 2 Cut down and concentrated herbicide immediately applied to stump or stems, or bark "frilled" and herbicide applied.
- 3 Stem drilled and injected with concentrated herbicide.

B Physical treatments

- 4 Physical removal - most plants can be physically removed by hand-weeding or with tools when small and/or isolated but soil disturbance is kept to a minimum.
- 5 Cut off at ground level (species that will not resprout from basal buds).
- 6 Cut leaves and flowering stems below water to starve rhizome of oxygen (*Typha* spp.).
- 7 Cut off near ground level then spray vigorous regrowth with herbicide
- 8 Ringbarking

Control/eliminate

E - eliminate all populations	Sp spring	W winter	(f) when in flower
C - control weed populations	S summer	All Year round	(bi) before leaves discolour
C'm - contain weed populations	A autumn	(bf) before flowering	

Timing (preferred timing only, many species may be successfully controlled at other times)

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Species	Common Name	Life form	Family	Control Methods	Timing	Control/eliminate
<i>Acacia baileyana</i>	Cootamundra Wattle	T	Mimosaceae	5,8 (mature plants), 2 (young plants)	All	E
<i>Carthamus lanatus</i> C	Saffron Thistle	A	Asteraceae	1	Sp (bf)	C
<i>Chamaecytisus palmensis</i>	Tree Lucerne	Ls/T	Fabaceae	2,4, 1 (young plants)	All	E
<i>Cirsium vulgare</i> C	Spear Thistle	B	Asteraceae	1,4	Sp (bf)	C
<i>Crataegus monogyna</i> C	Hawthorn	Ls/T	Rosaceae	2	Sp - Su	E
<i>Cynara cardunculus</i> C	Spanish Artichoke	Pt	Asteraceae	1	Sp (bf)	E
<i>Cyperus eragrostis</i>	Drain Flat-sedge	Pt	Cyperaceae	1,4	All	C
<i>Dactylis glomerata</i>	Cocksfoot	Pt	Poaceae	1	W - Sp	C
<i>Echium plantagineum</i> C	Paterson's Curse	A	Boraginaceae	1,4	Sp (bf)	C
<i>Elytrigia repens</i>	English Couch	Pr	Poaceae	1	All	C
<i>Festuca arundinacea</i>	Tall Fescue	Pt	Poaceae	1	All	E
<i>Foeniculum vulgare</i> R	Fennel	Pt	Apiaceae	1,2	W - Sp (bf)	E
<i>Genista linifolia</i> C	Flax-leaved Broom	S	Fabaceae	1,2,4	All	E
<i>Holcus lanatus</i>	Yorkshire Fog-grass	Pt	Poaceae	1	All	C
<i>Lycium ferocissimum</i> C	African Box-thorn	Ls	Solanaceae	2	All	E
<i>Mentha pulegium</i>	Pennyroyal	Pr	Lamiaceae	1,4	All	C
<i>Moraea miniata</i> C	Two-leaf Cape Tulip	Gc	Iridaceae	1	W - Sp (bf)	E

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Species	Common Name	Life form	Family	Control Methods	Timing	Control/eliminate
<i>Nassella neesiana</i> R, W	Chilean Needle-grass	Pt	Poaceae	1	A - W	C-E/C/tn
<i>Nassella trichotoma</i> C, W	Serrated Tussock	Pt	Poaceae	1	S (bf)	E
<i>Paspalum dilatatum</i>	Paspalum	Pr	Poaceae	1	Sp - S	C
<i>Paspalum distichum</i>	Water Couch	Ea(Pr)	Poaceae	1	All	C
<i>Phalaris aquatica</i>	Toowoomba Canary-grass	Pt	Poaceae	1	W - Sp	C
<i>Rosa rubiginosa</i> C	Sweet Briar	Ls	Rosaceae	1,2	Sp - S (bf)	E
<i>Rubus anglocandicans</i> C, W	Blackberry	Ls	Rosaceae	1,2	Sp - S (f)	E
<i>Salix X sepulcralis</i> var. <i>sepulcralis</i> W	Weeping Willow	T	Salicaceae	3 (mature plants), 2 (saplings)	A (bl)	E
<i>Silybum marianum</i> C	Variegated Thistle	A(B)	Asteraceae	1	All	C
<i>Ulex europaeus</i> C, W	Gorse	Ls	Fabaceae	1,2	All	E
<i>Xanthium spinosum</i> C	Bathurst Burr	A	Asteraceae	1	All (bf)	E

PROVIDED ONLY



5.5 Revegetation

Revegetation activities dealt with in this CMP will be limited to the augmentation of the scattered tree and large-shrub layers throughout the Conservation Reserves and ROS, with higher density plantings along drainage lines. These plantings will replace vegetation in areas where weed control has been undertaken, provide additional fauna habitat and enhance landscape amenity. Refer to Section 5.2.3 for habitat requirements of the Golden Sun Moth in relation to revegetation and Section 5.2.4 for Growling Grass Frog habitat requirements. In summary, no trees will be planted in Golden Sun Moth core habitat and shrub plantings will be restricted to replacing the exotic shrubs (e.g. *Sweet Briar) to maintain existing conditions. A high density of large trees or shrubs will not be planted around wetlands to ensure they do not become over-shaded (see Section 5.2.4) Consideration will also be given to the revegetation of robust, perennial, indigenous ground-storey species in remnant grassland patches and Golden Sun Moth habitat (to compliment weed control activities). However, the scope for these works will be limited due to the high coverage of invasive weed species.

Plant species selection and placement has been determined with reference to both existing and pre-European site conditions. While the majority of remnant vegetation on the site is considered to be Plains Grassland, the pre-European vegetation of the Conservation Reserves and ROS was likely a mosaic of Plains Grassland, Plains Grassy Woodland and Creekline Grassy Woodland. As such, the scattered planting of woodland species is considered ecologically appropriate.

A range of current and proposed revegetation activities dealing with wetland rehabilitation and management along Aitken and Malcolm Creeks will not be dealt within this CMP. For information pertaining to water treatment wetland construction and associated revegetation throughout the ROS see the E14 Wetland Planting plans (TBLD 2008), Functional Wetland Design reports (Craigie and Condina 2006 a, b), and the Aitken and Malcolm Creeks Masterplans. The management of River Swamp Wallaby-grass within these wetlands is addressed in Section 5.2.2 (this report) and Ecology Australia 2008.

Supplementary planting will be required to achieve Net Gain offsets within Creekline Grassy Woodland sites and is addressed in Section 6.4 (Offset Management Plan).

5.5.1 Revegetation methods

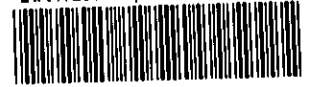
Three methods are generally used in revegetation exercises:

1. Direct seeding;
2. Planting of tubestock propagated from seeds (usually), cuttings, or divisions; and
3. Facilitation of natural recruitment from naturally dispersed *in situ* or off-site sources of propagules (mostly seeds) onto a suitable seed-bed.

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Depending on the extent of regeneration of River Red-gums once grazing is removed, there may be a need to thin the juvenile River Red-gum cohort in the future. This will entail the removal of some trees to allow the remaining trees to grow faster and ultimately larger. Trees adopted for retention will be identified according to health, form, dominance and location. Ecological thinning practises are aimed at maximising habitat and biodiversity values. Thinning will need to be assessed on a case by case basis. Should thinning be required, approval must be sought from the relevant Council Environmental Department.

Within the Conservation Reserves and ROS, planting of tubestock is considered the most viable option because of massive competition from weeds in direct seeding or natural recruitment. Direct seeding (via hand casting) of Wallaby Grasses could be used in the conservation reserves (e.g. Golden Sun Moth core habitat) or other rehabilitated areas, where these species have not recolonised following weed control.

Revegetation strategy

The process of successful revegetation requires planning, documentation, implementation, monitoring and maintenance;

1. Site selection: should include consideration of the following issues:

- Existing indigenous flora – ensure revegetation activities do not negatively impact existing indigenous vegetation.
- Weed flora – ensure sufficient weed control has been undertaken pre-planting.
- Access – plant trees/shrubs in areas or groupings that will not disrupt biomass reduction works (e.g. slashing).

2. Site preparation: will be variously required throughout the study area and will include:

- Weed control.
- Tree-guarding and fencing (only recommended if grazing pressures are found to significantly increase mortality of plants).
- Staking (to allow relocation of young plants for maintenance purposes, and so slashing contractors will be able to avoid plantings).
- Jute matting.

3. Species selection: plantings must make ecological sense, i.e. species 'belong' in particular environments and plant species associations.

4. Sources of propagating material: all revegetation will utilise indigenous species propagated from material (seeds, cuttings, divisions) which must be obtained from the nearest natural populations locally or from the Merri Creek corridor, with the appropriate DSE permits and protocols to avoid harm to the source populations by overexploitation. All sources of material will be recorded by the contractor(s) or other parties involved in

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revegetation. Planted populations are unfortunately often unreliable as sources of material because much non-indigenous material is used in some sectors of the revegetation industry. All plants and propagation material must be correctly identified and named before being utilised in revegetation.

5. **Propagation of production plants:** must be undertaken with sufficient lead time to achieve good growth by the time of planting. This will require that the contractor has been allocated sufficient time to undertake collection and growing-on of the tubestock before the projected planting time. Conversely, over-grown or root-bound tubestock (depending upon the species involved) should be rejected.
6. **Documentation:** by documenting the various components of a revegetation program (e.g. locations and dates of seed collection, provenance of revegetated plants used at a particular site, weed control, monitoring, etc.) the success rates of future revegetation can be increased as a greater understanding of 'what works' is achieved and communicated to future practitioners.
7. **Planting:** autumn planting is recommended for the study area, allowing for optimal growing conditions (moisture availability and adequate soil temperature). Plants should be watered at the time of planting (to reduce air pockets around the root zone), though follow-up watering should not be necessary, although this would be at the discretion of the contractor.
 - A staged revegetation process is recommended throughout the bulk of the ROS. Enhancement of the scattered shrub-layer will begin immediately to provide habitat lost as a result of woody-weed control (note: the initial stage of revegetation will be planned so as not to interfere with ongoing weed-control).
 - Average planting densities **outside Golden Sun Moth habitat** are provided below. As a principle, the plantings will be consistent with the diversity and structure outlined in the relevant EVC benchmark.
8. **Monitoring:** is of utmost importance that all revegetation be monitored. Effectively timed monitoring will allow various degradation processes (weeds, grazing) to be managed before they adversely affect the plantings.
9. **Maintenance:** timing will coincide with ecological timelines (e.g. undertake weed control before seed-set) and always seek to optimise the health of the plants used in the revegetation. All plant losses will be replaced unless mortality has been the result of unmanageable site conditions (e.g. prolonged drought).

Plant species suitable for revegetation

A list of plant species suitable for use in revegetation is given in Table 5. It should be noted that the manner in which these species are utilised (placement, groupings, numbers) will define the success of the revegetation. Effective revegetation must seek to reflect the environmental

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variability of a given site. No trees will be planted in Golden Sun Moth core habitat, and shrub plantings will be restricted to replacing the existing exotic shrubs in core habitat areas.

Table 5 Highlands CMP: Plant species suitable for revegetation within Conservation Reserves and Regional Open Space.

Species name	Common name	EVC
Canopy trees		
<i>Eucalyptus camaldulensis</i>	River Red-Gum	PGW, CGW
<i>Eucalyptus microcarpa</i>	Grey Box	PGW
<i>Eucalyptus ovata</i> var. <i>ovata</i>	Swamp Gum	PGW, CGW
Understorey trees		
<i>Acacia implexa</i>	Lightwood	PGW
<i>Acacia mearnsii</i>	Black Wattle	PGW, CGW
<i>Acacia melanoxylon</i>	Blackwood	PGW, CGW
<i>Acacia pycnantha</i>	Golden Wattle	PGW
<i>Allocasuarina verticillata</i>	Drooping Sheoak	PGW
<i>Banksia marginata</i> (tree form)	Silver Banksia	PGW
Shrubs		
<i>Acacia paradoxa</i>	Hedge Wattle	PG [§] , PGW, CGW
<i>Bursaria spinosa</i> ssp. <i>spinosa</i>	Sweet Bursaria	PG [§] , PGW, CGW
<i>Correa glabra</i>	Rock Correa	PG [§] , PGW
<i>Grevillea rosmarinifolia</i> (Volcanic plains form)	Rosemary Grevillea	PGW
<i>Melicytus dentatus</i>	Tree Violet	PG [§] , PGW, CGW
Climbers		
<i>Clematis microphylla</i> var. <i>microphylla</i>	Small-Leaved Clematis	PGW
Robust perennial herbs		
<i>Austrodanthonia</i> spp.	Wallaby Grasses	PG, PGW, CGW
<i>Lomandra longifolia</i> var. <i>longifolia</i>	Spiny-headed Mat-rush	PG [§]
<i>Poa labillardierei</i> var. <i>labillardierei</i>	Common Tussock-grass	PG, PGW, CGW
<i>Themeda triandra</i>	Kangaroo Grass	PG, PGW, CGW
<i>Dianella amoena</i>	Matted Flax-lily*	PG [§] , PGW

Key: PG = Plains Grassland, PGW = Plains Grassy Woodland, CGW = Creekline Grassy Woodland, [§]not on heavy clays, *refer Section 5.2.1



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Recommended (average) planting densities for areas designated for revegetation **outside of Golden Sun Moth core habitat** include:

Lifeform	Former EVC	Average planting density
Canopy Trees*	CGW, PGW	50 per hectare
Understorey Trees	CGW	100 per hectare
	PGW	50 – 100 per hectare
Shrubs	CGW, PGW	400 per hectare
	PG	Localised clump plantings – widely scattered plantings
Climbers (selected areas)	CGW	1 plant per 25 m ²
	PGW	1 plant per 100 m ²
Robust Perennial Herbs (selected areas)	CGW, PGW, PG	Clumped plantings - 9 plants/m ² (tubestock)

*where canopy trees absent or below EVC benchmark

5.6 Summary of management actions

A summary of the key management actions outlined above is provided in Table 6 and Figure 5.



Table 6 Highlands CMP: Summary of key management actions and timing for Conservation Reserves and Regional Open Space, see corresponding Figure 5.

	Spring			Summer			Autumn			Winter		
	September	October	November	December	January	February	March	April	May	June	July	August
Conservation Reserve												
Malcolm Creek												
• Biomass control - mechanical control												
Weed control												
Revegetation												
Monitoring - Golden Sun Moth												
Monitoring - River Swamp Wallaby-grass												
*Monitoring - Growing Grass Frog												
Aitken Creek North ^a												
Biomass control - grazing - prior to construction												
Biomass control - mechanical control												
Weed control												
Revegetation												
Monitoring - Golden Sun Moth												
Monitoring - River Swamp Wallaby-grass												
*Monitoring - Growing Grass Frog												
Aitken Creek South												
Biomass control - grazing - prior to construction												
Biomass control - mechanical control												
Biomass control - mechanical control												
Weed control												
Revegetation												
Monitoring - Golden Sun Moth												
Monitoring - Matted Flax-lily												
Monitoring - River Swamp Wallaby-grass												
*Monitoring - Growing Grass Frog												
Mount Aitken												
Biomass control - grazing - prior to construction												
Biomass control - mechanical control												
Weed control												
Revegetation												
Monitoring - Golden Sun Moth												

Years 1-3
Years 3 >10
All Years

- The southern portion (immediately north of Craigieburn Road west, adjacent to Aitken Lake) will not be grazed, but will be mechanically controlled from the start.
- † Grazing will only be undertaken in the southwest corner
- Biomass control refers to Golden Sun Moth, core habitat and Plains Grassland remnants
- Once the wetlands have become established in Aitken and Malcolm Creeks a monitoring program will be implemented to investigate whether Growing Grass Frogs have colonized, assess suitability of habitat and address thresholds in Section 5.2.4, Table 3 (also see Section 10.1)

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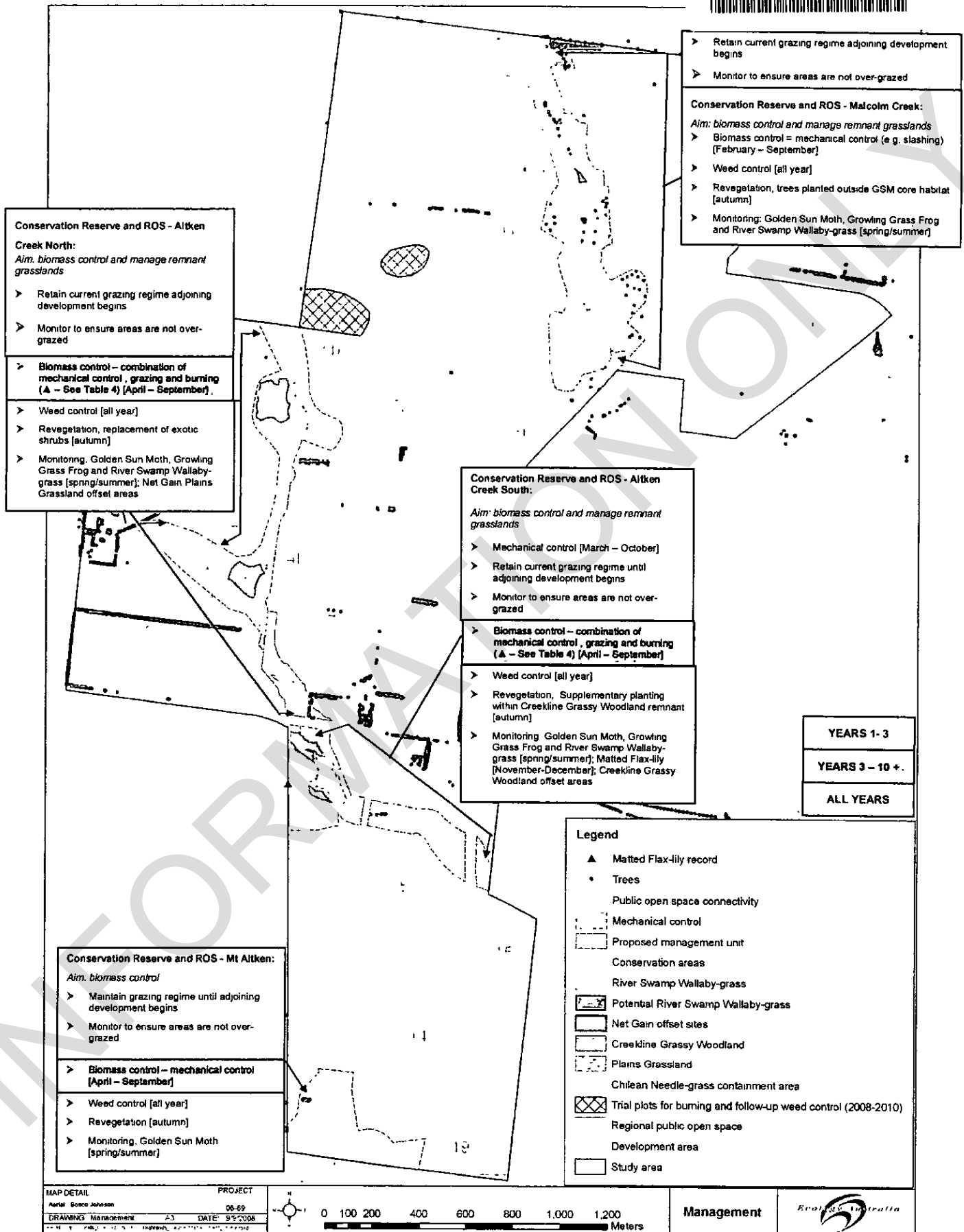


Figure 5 Highlands CMP: conservation management regimes for Conservation Reserves within ROS at Highlands, Craigieburn

6 Net Gain – Offset Management Plan



6.1 Introduction

This section responds to offsets required under Victoria's Native Vegetation Framework (DSE 2002) for the removal of remnant vegetation associated with the construction of the Highlands residential development. The offsets would be undertaken onsite within the Plains Grassland and Creekline Grassy Woodland remnants within Conservation Reserves of Aitken Creek.

Management of the Net Gain offset areas will not compromise Golden Sun Moth core habitat. As such, no supplementary plantings will occur within the core habitat areas, and the management of Plains Grassland offset sites will be consistent with the management recommendations for the Golden Sun Moth.

Scoring gains for a Net Gain habitat hectare offset requires that the current vegetation quality of the site is assessed, and the score for the various habitat components then used as the basis by which gains are estimated depending on the land manager commitments (DSE 2006b). The assessment of the vegetation quality of the EVCs involved the completion of DSE's Vegetation Quality Field Assessment Sheets (Version 1.3, October 2004). These assessments followed DSE (2004). Remnants of the same EVC scoring similar vegetation quality scores were allocated to the same habitat zone and the potential gains for each zone were determined using DSE's Vegetation Gain Approach (2006).

This section presents the offset plan for habitat hectare losses associated with the Highlands Development and outlines:

- The Net Gain targets;
- The vegetation of the proposed offset areas;
- The gains achievable based on the vegetation quality; and
- The proposed 10-year management plan.

6.2 Summary of Net Gain targets

Remnant patches of Plains Grassland (c. 8.3 ha) and Creekline Grassy Woodland (c. 1.8 ha) have been recorded within the Highlands property and the majority are associated with the creek environs. These patches are mapped in Figure 3 and a summary of the habitat condition scores are provided in Appendix 1 (see also Ecology Australia 2008).

The majority of remnant patches will be protected within Conservation Reserves, however, some vegetation loss will be required as a result of residential development, the construction of water treatment wetlands within Aitken Creek and the construction of Malcolm Creek Bridge (part of Aitken Boulevard).



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Table 7 summaries the Net Gain habitat hectare (hha) targets (also see Ecology Australia 2008). A total of 0.06 hha of Creekline Grassy Woodland and 0.36 hha of Plains Grassland will be removed (Figure 3). The Net Gain target to offset the loss of remnant vegetation as a result of the proposed development and wetland construction includes 0.81 hha, of which 0.1 hha is Creekline Grassy Woodland and 0.71 hha is Plains Grassland. The removal of this vegetation will be subject to Council/DSE approval. In the case of the removal of very high conservation significance vegetation (Plains Grassland), the Framework states that approval is also required from the Victorian Minister for Environment and Conservation (DSE 2002; refer also Ecology Australia 2008).

Table 7 Highlands CMP: Net Gain habitat hectare targets.

Location	Aitken Creek South	Aitken Creek North	DP 11	DP 13	DP 18	De Maria	Malcolm Creek
EVC	CGW	CGW	PG	PG	PG	PG	PG
EVC cons. status	End.	End.	End	End.	End.	End	End.
HCS	12%	9%	30%	22%	15%	24%	28%
Loss - Area (ha)	0.44	0.11	0.25	0.72	0.30	0.15	0.15
Loss hha – (Area x HCS)	0.05	0.01	0.075	0.16	0.045	0.036	0.042
Cons. sign.	High	High	V. High ²	V. High ¹	V. High ¹	V. High ¹	V. High ¹
Cons. multiplier	1.5	1.5	2	2	2	2	2
Target hha – (hha x cons. multiplier)	0.08	0.02	0.15	0.32	0.09	0.07	0.08

Key: CGW = Creekline Grassy Woodland, PG = Plains Grassland; HCS = Habitat condition score; EVC cons. status = Ecological Vegetation Class conservation status; Aitken Creek South refers to south of Craigieburn West Rd; Aitken Creek North applies to north of Craigieburn West Rd.; Cons. sign = conservation significance; V. High = Very High.

To date, no remnant tree has been removed. The retention of remnant trees is imperative (see also Section 5.3) and all remnant trees within future development plans will be protected.

When offsetting the loss of remnant vegetation of high and very high conservation significance, 75% and 90% of the offsets must be through the protection and management of the same vegetation/habitat type (or vegetation of higher conservation significance), and of similar quality to that being removed (DSE 2002). Revegetation is therefore limited to 10% (very high conservation significance) and 25% (high conservation significance) of the offset.

All areas where gains are proposed must be secure for the long term.

² Due to habitat for Golden Sun Moth



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6.3 Strategy of achieving gains

Net Gain offset sites

The Net Gain target of 0.1 ha of Creekline Grassy Woodland and 0.71 hha of Plains Grassland can be achieved on-site through the management and protection of remnant vegetation within Conservation Reserves associated with Aitken Creek. The means to achieve these offsets are outlined below.

Plains Grassland offset sites

The Plains Grassland remnant patches proposed to achieve the 0.71 hha Plains Grassland target include:

- Habitat Zones 4 – 1.29 ha; Habitat Condition Score 23%; very high conservation significance³
- Habitat Zone 14 – 2.1 ha; HCS 31%; very high conservation significance² (Figure 3).

These are the largest Plains Grassland remnants at Highlands. The patches support the following indigenous species: Wallaby-grasses (*Austrodanthonia* spp.), Knead Spear-grass (*Austrostipa bigeniculata*), Weeping Grass (*Microlaena stipoides* var. *stipoides*), Kangaroo Grass (*Themeda triandra*), Common Wheat Grass (*Elymus scaber* var. *scaber*), Finger Rush (*Juncus subsecundus*), Plains Wood-sorrel (*Oxalis perennans*), Sheep's Burr (*Acaena echinata*) and Blue Devil (*Eryngium ovinum*). They also have a moderate to high cover of weed species, particularly annual and perennial exotic grasses, but also scattered woody weeds such as Blackberry (**Rubus anglocandicans*) and Sweet Briar (**Rosa rubignosa*).

The Plains Grassland remnants fulfil the 0.71 hha Net Gain offset target because:

- They are the same EVC, conservation significance, and at least 90% of the quality, as that being removed (like for like);
- They are located on-site within the Highlands property (same Bioregion);
- They will be incorporated into Conservation Reserves and secured;
- A total gain of 0.77 hha can be achieved through gains for improved security, maintenance and undertaking management within the remnants. A breakdown of the gains is provided below.

Creekline Grassy Woodland offset sites

Two patches of Creekline Grassy Woodland remnant located in Aitken Creek South will be used to offset the 0.1 hha target (Figure 3).

³ Due to habitat for Golden Sun Moth

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The first remnant is c. 0.8 ha and located just south of Craigieburn West Road (Figure 3). This patch has also been referred to as the Common Tussock-grass Grassland as the majority of the patch is dominated by Common Tussock-grass (*Poa labillardieri* var. *labillardieri*) (Ecology Australia 2003 and 2008). Other indigenous grasses are present (e.g. Common Wallaby-grass *Austrodanthonia caespitosa*, Kneed Spear-grass, Common Wheat-grass, Weeping Grass and Kangaroo Grass) and become more prevalent in the south-eastern section where two drainagelines enter Aitken Creek. Poong'ort (*Carex tereticaulis*), Plains Rush (*Juncus semisolidus*) and Green Rush (*Juncus gregiflorus*) fringe the creek and drainageline. Scattered dicot herbs (e.g. Grassland Wood-sorrel *Oxalis perennans*, Sheep's Burr *Acacia echinata*, and Crane's Bill *Geranium* sp.) are also present throughout.

The second Creekline Grassy Woodland patch is dominated by Wallaby Grasses (predominately Common Wallaby-grass) and supports scattered plants of Kangaroo Grass, Weeping Grass, Common Wheat-grass, Kneed Spear-grass, Common Tussock-grass, Plains Rush and Grassland Wood-sorrel. This area (0.3 ha) is adjoining the new water treatment wetlands and located just south of a small tributary that enters Aitken Creek from the west (Figure 3). It is also forms part of the core habitat for the Golden Sun Moth (Figures 3 and 4).

The Creekline Grassy Woodland remnants fulfil the Net Gain offset requirements for Aitken Creek South as:

- They are of the same quality and EVC as that being removed (like for like);
- They are located on-site within the Highlands property (same Bioregion);
- They will be incorporated into Conservation Reserves and secured;
- A gain of 0.12 hha can be achieved through gains for improved security, maintenance and undertaking management within the remnant (Table 8).



Table 8 Highlands CMP: Areas where remnant vegetation will be removed and the corresponding areas where gains will be achieved.

Loss							Gain						
Location	Habitat zone	HCS	Cons. sign.	Area (ha)	Target	Location	Habitat zone	HCS	Cons. sign.	Total area (ha) [§]	Gain (%)	Area required for offset*	
<i>Plains Grassland</i>													
Malcolm Creek	12	28%	Very High	0.15	0.08	De Maria	14	31%	Very High	2.13	24%	0.33 ha	
DP 11	16	30%	Very High	0.25	0.15	De Maria	14	31%	Very High	2.13	24%	0.63 ha	
DP 13	6	22%	Very High	0.72	0.32	De Maria	14	31%	Very High	2.13	24%	1.14 ha	
						Aitken Creek dam	4	23%	Very High	1.29	21%	0.23 ha	
DP 18	13	15%	Very High	0.30	0.09	Aitken Creek dam	4	23%	Very High	1.29	21%	0.43 ha ⁴	
De Maria	15	24%	Very High	0.15	0.07	Aitken Creek dam	4	23%	Very High	1.29	21%	0.33 ha	
<i>Creeklime Grassy Woodland</i>													
Aitken Creek south	1	12%	High	0.44	0.08	Aitken Creek south	1	12%	High	1.17	10%	0.8 ha	
Aitken Creek north	3	12%	High	0.11	0.02	Aitken Creek south	1	12%	High	1.17	10%	0.2 ha	

[§] Total area of patch to be managed for gains; *Area required to offset loss = offset target / % gain

⁴ This is broadly consistent with the permit requirements for DP18.

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Gains achievable

Plains Grassland

A gain of 21% and 24% can be achieved through the security, maintenance and management of the two Plains Grassland remnants (Table 9). These gains can be achieved via the following:

- securing the area for conservation – 20% of the current habitat score. The offsets are within Conservation Reserves and will be transferred to Council ownership which has a purpose consistent with a secure municipal conservation reserve;
- maintaining the area – e.g. retaining rocks and litter, not disturbing the soil, not sowing exotic species and not supplementary-feeding stock in the area;
- periodic biomass control (which is also required to maintain Golden Sun Moth habitat); and
- eliminating high threat woody weed species (< 1% cover) and ensuring the cover of other high threat weeds do not increase beyond current levels.
- control pest animals – refer Section 7

Table 9 Highlands CMP: Potential gains for Plains Grassland offset sites.

Location			De Maria dam			De Maria		
Offset Identifier			HZ 4			HZ 14		
EVC Name (Initials)			PG			PG		
EVC Number			132			132		
Current Score and Conservation sign.:			23%, very high			31%, very high		
		Max Score	Current Score	Maintenance	Improvement	Current Score	Maintenance	Improvement
Site Condition	Large Old Trees	10	-	-	-	-	-	-
	Canopy Cover	5	-	-	-	-	-	-
	Understorey	25	10	5	1.25	10	5	1.25
	Lack of Weeds	15	0		1	4		1
	Recruitment	10	3	1.5	1	3	1.5	1
	Organic Matter	5	3	1.5	1	4	2	1
	Logs	5	-	-	-	-	-	-
Habitat gain		##		8	4.25		8.5	4.25
Gain (Improvement + maintenance)			12.25			12.75		
Adjustment for missing site components			75/55			75/55		
Adjusted site condition components			16.7			17.4		
Improved Security Gain		##	4.6			6.2		
Prior management		##	0			0		

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Total Gain in Habitat Score / ha	##	21.3		23.6
Total Gain in Habitat Score / ha (/100)	0.##	0.21		0.24
Area of the proposed offset	##	1.29		2.13
Net Gain (hha)	##	0.27		0.50
Net Gain Multiplier		1		1
Contribution (hha) to Net Gain Target	##	0.27		0.50
Large Old Trees present to be protected	#	NA		NA

Creeklane Grassy Woodland

A gain of 10% per hectare can be achieved through the security and management of the Creeklane Grassy Woodland remnants (Table 10). This would include:

- Foregoing the right to graze the area;
- Undertaking supplementary plantings including indigenous eucalypt species within the Common Tussock-grass Grassland (Figure 3);
- Eliminating high threat woody weeds and ensuring the cover of other high threat weeds do not increase beyond current levels;
- Securing the area for conservation – 20% of the current habitat score, as outlined above; and
- control pest animals – refer Section 7.

Table 10 Highlands CMP: Potential gains achievable within Creeklane Grassy Woodland remnants, Aitken Creek south.

Offset Identifier		Creeklane Grassy Woodland remnants (OZ1)			
EVC Name (Initials)		CGW			
EVC Number		68			
Current Score and Conservation sign:		12%, high			
		Max Score	Current Score	Maintenance	Improvement
Site Condition	Large Old Trees	10	0	0	
	Canopy Cover	5	0	0	0.6
	Understorey	25	5	0.5	2.5
	Lack of Weeds	15	4		2
	Recruitment	10	0	0	0
	Organic Matter	5	2	0.2	2
	Logs	5	0	0	0

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Habitat gain	##	0.7	7.1
Gain (Improvement + management)		7.8	
Adjustment for missing site components		-	
Adjusted site condition components		-	
Improved Security Gain	##	2.4	
Prior management	##	0	
Total Gain in Habitat Score / ha	##	10.2	
Total Gain in Habitat Score / ha (/100)	0.##	0.10	
Area of the proposed offset	##	1.17	
Net Gain (hha)	##	0.12	
Net Gain Multiplier		1	
Contribution (hha) to Net Gain Target	##	0.12	
Large Old Trees present to be protected	#	NA	

Key:
 OZ = Offset Zone
 CGW = Creekline Grassy Woodland
 Hha = habitat hectares



6.4 Offset Management Plan

The offset management plan is outlined below. Management gains will focus on eliminating high threat woody weeds and controlling other high threat species within the offset areas, as well as undertaking biomass control in the Plains Grassland and supplementary plantings within the Creekline Grassy Woodland remnants. The 10-year management plan to achieve the offsets is outlined in Table 14.

Security

The offsets are within Conservation Reserves and will eventually be transferred to Council ownership which has a purpose consistent with a secure municipal conservation reserve. If requested by Council, a Section 173 agreement between Stockland and Council could be drawn-up to ensure the offsets are implemented as outlined in this plan. The s.173 agreement would apply to the years of the offset plan that Stockland manage the Conservation Reserve of Aitken Creek, prior to handover to Council.

Fencing

A temporary fence around the sites identified for the offsets will be required when works are being undertaken in the area (refer also Section 8). For the various offset sites this would include fencing prior to and during:

- construction of water treatment wetlands and walking trails in Aitken Creek South and Aitken Creek North; and
- development of De Maria.



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Once the works have been completed, the Conservation Reserve boundaries will be defined by a low-level fence (e.g. post and wire or post and rail). Signs will also be erected to define the Conservation Reserves (see Section 9.2).

Weed management

An overall weed management plan for the Conservation Reserves and ROS of Highlands is addressed in Section 5.4.2. A landscape approach to weed control will be most effective in the long-term as weeds will disperse into the offset sites from neighbouring areas. This section of the offset management plan identifies the weed species that currently require control within these sites. The methodology and timing of control will follow those outlined in Section 5.4.2. Weed species identified for elimination may differ to those in Table 11. This is because elimination could be achievable for some species within the offset areas, where it may not be achievable within the entire ROS network. The monitoring program will identify any other weed species that may require management in the future.

The weed management program will commence as soon as practicable. For the Creekline Grassy Woodland remnants weed control will need to be in conjunction with revegetation, as discussed below. Contractors will refine the control methods appropriate for each species, but herbicides, some slashing and hand removal are likely to be involved.

Table 11 Highlands CMP: Weed species requiring control or elimination within the offset areas.

Species	Common name	Control/Eliminate	Offset area (Habitat zone)
<i>Cirsium vulgare</i>	Spear Thistle	Control	1, 4, 14
<i>Cynara cardunculus</i>	Spanish Artichoke	Eliminate	1, 4, 14
<i>Dactylis glomerata</i>	Cocksfoot	Control	1, 4, 14
<i>Holcus lanatus</i>	Yorkshire Fog	Control	1, 14
<i>Moraea miniata</i>	Two-leaf Cape-tulip	Eliminate	1
<i>Nassella neesiana</i>	Chilean Needle-grass	Eliminate	1
<i>Nassella trichotoma</i>	Serrated Tussock	Eliminate	1
<i>Paspalum distachium</i>	Water Couch	Eliminate	1
<i>Phalaris aquatica</i>	Toowoomba Canary-grass	Control	1, 4, 14
<i>Rosa rubiginosa</i>	Sweet Briar	Eliminate	1, 4, 14
<i>Rubus anglocandicans</i>	Blackberry	Eliminate	1, 4, 14
<i>Ulex europaeus</i>	Gorse	Eliminate	14

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Supplementary planting within the Creekline Grassy Woodland remnant

Supplementary planting within the Common Tussock-grass Grassland (Creekline Grassy Woodland remnant) will be undertaken to increase the diversity and cover of indigenous flora species, replace vegetation in areas where weed control has been undertaken, provide additional fauna habitat, enhance landscape amenity and meet Net Gain offset requirements. No supplementary plantings are to occur within the other Creekline Grassy Woodland remnant offset site because it supports Golden Sun Moth core habitat (Figures 3 and 4).

The aim of the plantings will be to restore a tree and shrub layer and reintroduce, or encourage the recruitment of robust ground layer species. Table 12 provides a list of species suitable for supplementary planting. The species have been selected as they would have been present in the original flora (based on the floristics of the remnant vegetation on the site). They have also been selected for technical reasons; that is they are capable of surviving in the face of competition from herbaceous weed species, mostly perennial grasses. After five years, an 80% survival rate of all the plantings is expected.

Establishment techniques

Revegetation may be established using plants propagated from cuttings, division or seed. Source material should be local, in some cases from within the Highlands property, or at least from within the Victorian Volcanic Plain bioregion. Contractors need to specify in their tendering the provenance of material they propose using.

For scattered plantings, seedlings will be protected by tree guards and localised weed control undertaken for at least the first two years to assist establishment.

Contractors

To succinctly coordinate weed management and revegetation the use of one contractor to undertake both of these CMP Elements is advocated.

To ensure that work undertaken by contractors is of a satisfactory standard, a list of potential contractors has been included (Table 11). This list is not exhaustive, but any contractor considered should meet the standards of those contractors listed.

Table 12 Highlands CMP: Recommended weed control/indigenous planting contractors

Contractor	Details
Australian Ecosystems Nursery and Consulting	Ph: (03) 9775 0612 Mob: 0402 127 933; 0416 221 200
Enviro Techniques	Ph: (03) 9439 9599 Mob: 0412 277 515
Indigenous Design	Ph: (03) 9844 3494

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Contractor	Details
Nature Links	Ph: (03) 9619 6155 Mob: 0412 865 027

The following activities will need to be undertaken for the supplementary plantings:

- Tube stock of selected plant species (Table 13) must be contract-grown and propagated from material collected on-site or from the Merri Creek corridor. Alan Webster (Department of Sustainability and Environment) has requested that seed from Swamp Gum be collected from the Highlands property; seed/plant divisions from all the species listed in Table 12 could potentially be collected from Highlands.
- A contractor will be appointed and seed collection and propagation should begin within the first six months to one year as appropriate for individual species (for seed collection this is typically between spring and summer). The contractor will need to have the required permits.
- Weed control within the Creekline Grassy Woodland (Common Tussock-grass) remnant will be undertaken prior to initial planting and will be maintained, particularly during the early establishment of revegetated species. Areas of bare ground exposed after weed control will be revegetated with appropriate indigenous species.
- Plantings will be carried out in autumn or early winter within the first three years (or as appropriate following weed eradication) to allow establishment before the dry summer season.
- Additional supplementary planting may be undertaken in later years to increase the vegetation cover as required.
- Once planting has been undertaken, the plants will be monitored on a yearly basis to assess the success of seedlings, the affect of weeds and the need for supplementary plantings or replacement of dead plants. Existing indigenous vegetation of the site will also be monitored to identify any threats and/or opportunities (e.g. for recruitment) requiring specific management.

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Table 13 Highlands CMP: Indigenous species for supplementary planting within the Common Tussock-grass Grassland (HZ 1), Aitken Creek south⁵.

Botanical name	Common name	Propagation method	Potential source(s) of propagating material	Plant numbers required
Trees				
<i>Acacia melanoxylon</i>	Blackwood	S	1	10
<i>Eucalyptus camaldulensis</i>	Red Gum	S	1,3	10
<i>Eucalyptus ovata</i> var. <i>ovata</i>	Swamp Gum	S	1,3	10
Shrubs				
<i>Meliccytus dentata</i> (formerly called <i>Hymenanthera dentata</i>)	Tree Violet	S,(C)	1	80
Robust perennial herbs				
<i>Carex tereticaulis</i>	Poong'ort	S,D	2	As many plants are required, at a density of 5 plants/m ² .
<i>Poa labillardierei</i> var. <i>labillardierei</i>	Common Tussock-grass	S,D	2	As many as required, at a density of 9 plants/m ² . These plants will be used to revegetate the areas where weed control has exposed bare ground.

Propagation method
 C – cuttings
 D – division
 S – seed

Potential sources of propagating material
 1 Aitken Creek north, Highlands
 2 Aitken Creek south, Highlands
 3 Malcolm Creek, Highlands

⁵ No plantings are to occur within the other Creepline Grassy Woodland offset area as it forms part of the Golden Sun Moth Core habitat

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Maintenance commitments and biomass control

To achieve maintenance gains within the Creekline Grassy Woodland remnants, the land manager must forego the right to graze the area. The designated Creekline Grassy Woodland offset areas are not currently being grazed and stock will continue to be excluded from the area. Some biomass reduction as outlined in Section 5.4.1 could be required within the Creekline Grassy Woodland remnant that supports Golden Sun Moth core habitat (Figures 3 and 4).

The absence of grazing, or other means of biomass control, in areas supporting Plains Grassland can lead to a decline in the overall vegetation quality. Further, biomass reduction is favourable for the Golden Sun Moth. The frequency and timing of biomass control for the grassland areas is outlined in Section 5.4.1

Further requirements for achieving maintenance gains in Plains Grassland include:

- Retaining all rocks;
- No fertiliser application;
- No soil disturbance with machinery;
- No sowing of introduced species; and
- No supplementary-feeding of stock in offset areas.

Control of pest animals

Pest animal control is addressed in Section 7.

Ten year management plan

Table 14 outlines the management requirements over a ten year period. The majority of the offset works will occur within these first few years and include fencing, plant propagation, supplementary planting and weed control. On-going works will include biomass control in Plains Grassland, monitoring the success of weed control and supplementary plantings, undertaking further weed control as required and replacing dead plantings. It is expected that Stockland would provide an agreed lump-sum payment to Hume Council to continue the offset plan if the offset areas are transferred to Council ownership within the 10-year period.



Table 14 Highlands CMP: Ten year management plan for the Net Gain offset areas.

Year No.	Action No.	Location	Required preceding action?	Activity Description	Timing of activity - (months)	Quantity	Unit	Who is responsible for this action?	Standard to be achieved
0		HZ 1		A temporary fence to be erected around the Conservation Reserve that includes the Creeklime Grassy Woodland and Plains Grassland remnants before construction of wetlands, tracks and adjoining residential development (Figure 4)	Before works in vicinity commences	c 5.7	ha	Stockland	Cyclone fencing erected before works commence (refer Section 9.1)
0		HZ 4		A temporary fence to be erected around the Conservation Reserve supporting the Aitken Creek Dam Plains Grassland remnant before the construction of wetlands, walking tracks and residential development (Figure 4).	Before works in vicinity commences	c 10	ha	Stockland	Cyclone fencing erected before works commence (refer Section 9.1)
0		HZ14		A temporary fence to be erected around the Conservation Reserve supporting the De Marinis Plains Grassland remnant before works associated with the walking track or the residential development begins (Figure 4)	Before works in vicinity commences	c 10.9	ha	Stockland	Cyclone fencing erected before works commence (refer Section 9.1)
1	1.1	HZ 1		Section 173 Agreement between Stockland and Council (if required by Council).	When offset plan is initiated			Stockland	
1	1.2	HZ 1		Contract staff and commence seed collection and tube stock propagation for the Creeklime Grassy Woodland remnant.	Typically spring - summer			Stockland	Provenance of the material must be documented (refer Section 6.4) 110 tubestock as per Table 12 to be ready for planting in Year 2
1	1.3	HZ 4 & 14		Biomass reduction as per Section 5.4.1	Table 5	3.4	ha	Stockland	Standards outlined in Section 5.4.1
1	1.4	HZ 1, 4 & 14		Undertake control and elimination of targeted weed species. Prevent targeted species from seeding (Table 10).	Table 3	4.6	ha	Stockland	Weeds identified for control should not increase beyond current levels Cover of woody weeds must be reduced so that effective elimination (i.e. <1% cover) is achieved in five years Other weed species identified for elimination (Table 10) to be reduced by 50% in first year. Target is to effectively eliminate these species (to <1% cover) within three years
1-2	1.5	HZ 1, 4 & 14		A low-level post and wire or post and rail fence will be erected around the boundaries of the Conservation Reserves	Any time in first year after wetland construction / residential development	c.27	ha	Stockland	Fence must delineate Conservation Reserves and exclude vehicle access (refer Section 9.1)
2	2.1	HZ 1	Actions 1.2 and 1.4	Undertake supplementary plantings within Creeklime Grassy Woodland remnant (Common Tussock-grass Grassland only)	Autumn - early winter	0.83	ha	Stockland	110 trees and shrubs as per Table 12 to be planted and protected by tree guards
2	2.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 1. Identify any 'new' weeds that may also require control	Autumn	4.6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5.4.2).
2	2.3	HZ 4 & 14		Biomass reduction as per Section 5.4.1	Table 5	3.4	ha	Stockland	Standards outlined in Section 5.4.1
2	2.4	HZ 1		Undertake weed control within offset areas (Table 10) based on monitoring results	Table 3	4.6	ha	Stockland	Weeds identified for control should not increase beyond current levels Cover of woody weeds must be reduced so that effective elimination (i.e. <1% cover) is achieved in five years Other weed species identified for elimination (Table 10) to be further reduced by at least 50%. Target is to effectively eliminate these species (to <1% cover) within three years
2	2.5	HZ 1		Monitor supplementary plantings; undertake maintenance work as required.	Summer	0.83	ha	Stockland	Document health and survival of plantings
3	3.1	HZ 1		Review existing supplementary plantings and undertake additional plantings of large grasshoids within areas where weed control has exposed bare ground and replace any plants that have not survived.	Autumn	0.83	ha	Stockland	9 plants per m ² of Common Tussock-grass to be planted in areas of bare ground. Replant dead plantings
3	3.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 2. Identify any 'new' weeds that may also require control	Autumn	4.6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5.4.2).

* Timing will be dependent on when the Aitken Creek ROS is transferred to Council management

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Year No.	Action No.	Location	Required preceding actions?	Activity Description	Timing of activity - month(s)	Quantity	Unit	Who is responsible for this action?	Standards to be achieved
3	3.3	HZ 4 & 14		Biomass reduction as per Section 5.4.1	Table 5	3.4	ha	Stockland	Standards outlined in Section 5.4.1
3	3.4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results	Table 3	4.6	ha	Stockland	Weeds identified for control should not increase beyond current levels Cover of woody weeds must be reduced so that effective elimination (i.e. <1% cover) is achieved in five years Other weed species identified for elimination (Table 10) to be reduced to a cover of < 1%.
3	3.5	N/A		Report to Council on offset achievements during years 1 - 3	December			Stockland	Report to outline activities undertaken and success of management actions. Discuss any management problems and how they might be resolved.
4	4.1	HZ 1		Monitor supplementary plantings and undertake maintenance as required	Autumn	0.83	ha	Stockland	Document survival and health of plantings. Replace dead plantings Plant Common Tussock-grass in areas where weed control has exposed bare ground.
4	4.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 3. Identify any 'new' weeds that may also require control.	Autumn	4.6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5.4.2).
4	4.3	HZ 4 & 14		Biomass reduction as per Section 5.4.1	Table 5	3.4	ha	Stockland	Standards outlined in Section 5.4.1
4	4.4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results	Table 3	4.6	ha	Stockland	Weeds identified for control should not increase beyond current levels Cover of woody weeds must be reduced so that effective elimination (i.e. <1% cover) is achieved in five years Other weed species identified for elimination (Table 10) to be maintained at a cover of < 1%.
5	5.1	HZ 1		Monitor supplementary plantings and undertake maintenance as required	Autumn	0.83	ha	Stockland	Document survival and health of plantings. Replace dead plantings.
5	5.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 4. Identify any 'new' weeds that may also require control.	Autumn	4.6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5.4.2).
5	5.3	HZ 4 & 14		Biomass reduction as per Section 5.4.1	Table 5	3.4	ha	Stockland	Standards outlined in Section 5.4.1
5	5.4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results	Table 3	4.6	ha	Stockland	Weeds identified for control (Table 10) should not increase beyond current levels Cover of woody weeds should be reduced to a cover of <1% Other weed species identified for elimination (Table 10) to be maintained at a cover of < 1%.
5	5.5	N/A		Report to Council on offset achievements during years 3 - 5	December			Stockland	Report to outline activities undertaken and success of management actions. Discuss any management problems and how they might be resolved.
6	6.1	HZ 1		Monitor supplementary plantings and undertake maintenance as required	Autumn	0.83	ha	Stockland	Document survival and health of plantings. At least 80% survival of plantings is expected.
6	6.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 5. Identify any 'new' weeds that may also require control.	Autumn	4.6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5.4.2).
6	6.3	HZ 4 & 14		Biomass reduction as per Section 5.4.1	Table 5	3.4	ha	Stockland	Standards outlined in Section 5.4.1
6	6.4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results.	Table 3	4.6	ha	Stockland	Weeds identified for control (Table 10) should not increase beyond current levels Maintain weed species identified for elimination (Table 10) below a cover of 1%.
7	7.1	HZ 1		Monitor supplementary plantings and undertake maintenance as required	Autumn	0.83	ha	Stockland	Document survival and health of plantings. At least 80% survival of plantings is expected.



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Year No.	Action No.	Location	Required preceding action?	Activity Description	Timing of activity - month(s)	Quantity	Unit	Who is responsible for this action?	Standard to be achieved
7	7.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 6. Identify any 'new' weeds that may also require control.	Autumn	4.6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5.4.2)
7	7.3	HZ 4 & 14		Biomass reduction as per Section 5.4.1	Table 5	3.4	ha	Stockland	Standards outlined in Section 5.4.1
7	7.4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results	Table 3	4.6	ha	Stockland	Weeds identified for control (Table 10) should not increase beyond current levels
8	8.1	HZ 1		Monitor supplementary plantings and undertake maintenance as required	Autumn	0.83	ha	Stockland	Maintain weed species identified for elimination (Table 10) at a cover of < 1%
8	8.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 7. Identify any 'new' weeds that may also require control.	Autumn	4.6	ha	Stockland	Document survival and health of plantings. At least 80% survival of plantings is expected
8	8.3	HZ 4 & 14		Biomass reduction as per Section 5.4.1	Table 5	3.4	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5.4.2)
8	8.4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results	Table 3	4.6	ha	Stockland	Standards outlined in Section 5.4.1
9	9.1	HZ 1		Monitor supplementary plantings and undertake maintenance as required.	Autumn	0.83	ha	Stockland	Weeds identified for control (Table 10) should not increase beyond current levels
9	9.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 8. Identify any 'new' weeds that may also require control.	Autumn	4.6	ha	Stockland	Maintain weed species identified for elimination (Table 10) below a cover of 1%.
9	9.3	HZ 4 & 14		Biomass reduction as per Section 5.4.1	Table 5	3.4	ha	Stockland	Document survival and health of plantings. At least 80% survival of plantings is expected
9	9.4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results	Table 3	4.6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5.4.2)
10	10.1	HZ 1		Monitor supplementary plantings and undertake maintenance as required	Autumn	0.83	ha	Stockland	Standards outlined in Section 5.4.1
10	10.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 9. Identify any 'new' weeds that may also require control.	Autumn	4.6	ha	Stockland	Weeds identified for control (Table 10) should not increase beyond current levels
10	10.3	HZ 4 & 14		Biomass reduction as per Section 5.4.1	Table 5	3.4	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5.4.2)
10	10.4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results.	Table 3	4.6	ha	Stockland	Standards outlined in Section 5.4.1
10	10.5	N/A		Report to Council on offset achievements during years 5 - 10, and on the overall success of the 10-year offset plan.	December			Stockland	Maintain weed species identified for elimination (Table 10) below a cover of 1%.

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Summary of standards to be achieved

To fulfil the minimum gains requirements outlined in DSE 2006b, high threat woody weeds identified in Table 11 are to be eliminated (i.e. < 1 % cover) from all offset sites. The remaining high-threat weeds should not increase beyond current levels. Further, pest animal levels should also not increase. These levels will need to be determined during the first year.

To achieve elimination of the high threat weeds identified in Table 10 an intensive weed control program is required during the first 3 – 5 years of the offset plan. It is recommended that woody weeds are targeted during the first few years and maintained below a cover of 1% by year 5, and for other weeds identified for elimination, they are recommended to be reduced to <1% cover within the first three years.

After five years, an 80% survival of the supplementary plantings within the Creepline Grassy Woodland remnant is expected.



7 Pest animal control

The objective of Pest Animal Control is to maintain at low numbers pest animal species which occur, or may occur in the Conservation Reserves and ROS, following construction works in the development zone. The main concern is with rabbits and foxes, which are discussed below.

Rabbits (*Oryctolagus cuniculus*)

In general, the main damage caused by rabbits is from diggings and/or grazing of a broad range of native plant species (rabbits selectively graze the seedlings of many native tree and shrub species). Even low densities of rabbits can impede efforts to revegetate particular sites.

Evidence of an active rabbit population at Highlands was noted through observation of scats and diggings located throughout the site. Boulder piles and exotic shrubs are likely to be used as shelter by rabbits. No warrens were recorded on site. A moderate population density of rabbits is likely to be present within the site. However, under favourable conditions rabbit numbers can expand rapidly.

A rabbit-proof fence is not recommended for Conservation Reserves or ROS, as it is a relatively expensive exercise and would deter or trap native fauna within the Conservation Reserves and ROS such as Eastern Grey Kangaroo (*Macropus giganteus*) and potentially Short-beaked Echidna (*Tachyglossus aculeatus*). A post and wire fence that allows movement of fauna will be used as a perimeter fence around the Conservation Reserves (see Section 9.1).

Baiting for rabbits should also not occur within the Conservation Reserves or ROS due to potential impacts on native and domestic animals. The removal of exotic shrubs and boulder piles in the development zone should limit suitable habitat for rabbits. If warrens are observed within the Conservation Reserves or ROS, they will be destroyed as appropriate.

Foxes (*Vulpes vulpes*)

Native fauna species potentially preyed upon by foxes, include the Common Ringtail *Pseudocheirus peregrinus* and Brushtail Possum *Trichosurus vulpecula*. Fox predation is outlined as a Threatening Process in the Action Statement produced under the FFG Act (Mansergh and Markes 1993), it is also a threatening process under the EPBC Act.

As the fox is a highly mobile animal, and would occur in surrounding areas, any control action on foxes would be potentially futile unless surrounding land managers and owners also took similar action in a co-ordinated community-based scheme over a large area (Saunders et al. 1995, Morton et al. 1999). However, any den sites located in the Conservation Reserves or ROS will be destroyed.

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Fox control should be considered only if harmful predation of native species is suspected. Discussion of a possible poisoning campaign should then involve the Department of Sustainability and Environment (DSE) and the Department of Primary Industries (DPI), professional baiters and local residents. Additionally, residents will be notified that leaving food waste and rubbish in open space areas may encourage foxes and other pest animals, such as rodents (see Section 9.2).

Aim: *To maintain or lower pest animal populations with Conservation Reserves and ROS*

Key Actions

- Destruction of warrens.
- If practical, coordinate a community wide effort to control foxes.
- Remove all food waste from ROS to discourage pest animals

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8 Pre-construction: habitat protection and contractor induction

To reduce impacts on Conservation Reserves and also important areas downstream (e.g. Merri Creek) during the construction period, protection measures will be implemented (also see Table 15). These measures include:

1. Timing of major earth works in close proximity to Conservation Reserves will be timed to avoid the Sun Moth flight period between late October and mid January;
2. Construction areas adjacent to Conservation Reserves (i.e. Golden Sun Moth core habitat, River Swamp Wallaby-grass populations, wetlands and potential Growling Grass Frog habitat, the Matted Flax-lily and remnant vegetation including trees) will be fenced off from all works associated with the development.
 - The fenced off areas (i.e. Conservation Reserves) will display clear signage showing that these areas are NO-GO ZONES for contractors, machinery, overburden, waste, storage materials and personnel.
 - Sediment control fencing and best management practice will be implemented along Malcolm and Aitken Creeks, this is particularly important during the construction of wetlands.
3. The key personnel from the contracting companies will take part in a site induction. This will involve an on-site meeting with a qualified zoologist consultant to relay information regarding the Golden Sun Moth, their habitat requirements, where the habitat exists and the importance of protecting these areas as well as the importance of wetland habitats for Growling Grass Frogs. If any new staffs are brought onto the site during the construction phase, they must be inducted by the site foreman.
4. Access to the works area must avoid areas supporting Golden Sun Moth core habitat, wetland areas and potential Growling Grass Frog habitat, River Swamp Wallaby-grass, Matted Flax-lily and remnant vegetation (including trees).
5. An area for storage of equipment and machinery or any other work materials must be designated outside and away from the NO-GO ZONES.
6. An area for re-fuelling of machinery must be designated outside and away from the NO-GO ZONES.
7. No storage of top soil, spoil, waste or construction materials within the NO-GO ZONES.
8. An auditing component must be implemented for regular on-ground monitoring. This will involve daily inspections (and maintenance if required) by the site foreman of the fences, and regular inspections by a qualified biologist to ensure fences and protection measures are working effectively.



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Table 15 Highlands CMP: Summary of pre-construction protocols for protection of Conservation Reser

Location and works	Sensitive areas/items requiring protection	Pre-construction protocols
<p>Aitken Creek South Conservation Reserve and ROS</p> <ol style="list-style-type: none"> 1. Wetland construction and revegetation 2. Track construction 3. Landscaping 	<ul style="list-style-type: none"> • Golden Sun Moth core habitat • Plains Grassland • Creekline Grassy Woodland • Matted Flax-lily • Potential Growling Grass Frog habitat 	<ul style="list-style-type: none"> • Fence off Golden Sun Moth habitat and remnant vegetation (completed mid-2007); and separately fence off the area supporting Matted Flax-lily during the track construction • Install sediment fences (completed mid 2007) • Induct all contractors working in the area (completed late-2007 for wetland construction contractors) • Areas for storing machinery and soil must be away from the creek, remnant vegetation and Golden Sun Moth core habitat • Access the wetland area from DP6 • Peg alignment of tracks. Alignment to be checked by botanist and zoologist before construction commences
<p>DP8</p> <ol style="list-style-type: none"> 1. Residential development 	<ul style="list-style-type: none"> • Golden Sun Moth core habitat 	<ul style="list-style-type: none"> • Fence off southern boundary of Golden Sun Moth habitat within Aitken Creek south POS • Install sediment fences • Induct all contractors working in the area • Areas for storing machinery and soil must be away from the creek and Golden Sun Moth core habitat • Access the area from the south-east
<p>DPs12 & 19</p>	<ul style="list-style-type: none"> • Golden Sun Moth core habitat 	<ul style="list-style-type: none"> • Fence off Mt Aitken Conservation Reserve and ROS • Induct all contractors working in the area • Areas for storing machinery and soil must be away Golden Sun Moth core habitat • Access the area from the north
<p>Aitken Creek North Conservation Reserve and ROS</p> <ol style="list-style-type: none"> 1. Wetland construction and revegetation 2. Track construction 3. Landscaping 4. Central Arterial crossing over Aitken Creek 	<ul style="list-style-type: none"> • Golden Sun Moth core habitat • River Swamp Wallaby-grass • Plains Grassland • Remnant trees • Potential Growling Grass Frog habitat 	<ul style="list-style-type: none"> • Fence off Golden Sun Moth habitat, populations of River Swamp Wallaby-grass (Sites 3 - 7), remnant trees and Plains Grassland remnants • Install sediment fences • Salvage two populations of River Swamp Wallaby-grass (Sites 1 & 2) before any disturbance in area • Induct all contractors working in the area • Areas for storing machinery and soil must be away from the creek, remnant vegetation and Golden Sun Moth core habitat • Site access must be outside of GSM core habitat and Plains Grassland • Peg alignment of tracks. Alignment to be checked by botanist and zoologist before construction commences
<p>De Maria</p> <ol style="list-style-type: none"> 1. Residential development 	<ul style="list-style-type: none"> • Golden Sun Moth core habitat • River Swamp Wallaby-grass • Plains Grassland • Remnant trees 	<ul style="list-style-type: none"> • Fence off Aitken Creek north Conservation Reserve and remnant trees • Install sediment fences along creeklines • Induct all contractors • Access the site from outside of the ROS (e.g. from the west) • Salvage population of River Swamp Wallaby-grass within the quarry (Site 8) before any works in the area
<p>DP5 A-C</p> <ol style="list-style-type: none"> 1. Residential development 	<ul style="list-style-type: none"> • Golden Sun Moth core habitat • River Swamp Wallaby-grass • Plains Grassland • Remnant trees 	<ul style="list-style-type: none"> • Fence off Aitken Creek and Malcolm Creek Conservation Reserves and remnant trees • Install sediment fences along creeklines • Induct all contractors • Access the site from outside the ROS
<p>DP11 & 13</p> <ol style="list-style-type: none"> 1. Residential development 	<ul style="list-style-type: none"> • Golden Sun Moth core habitat • River Swamp Wallaby-grass • Plains Grassland • Creekline Grassy Woodland • Remnant trees 	<ul style="list-style-type: none"> • Fence off Malcolm Creek Conservation Reserve and remnant trees • Install sediment fences along creeklines • Induct all contractors • Access the site from outside the ROS
<p>Malcolm Creek crossing</p> <ol style="list-style-type: none"> 1. Aitken Boulevard Bridge construction 2. Realignment of the creek 	<ul style="list-style-type: none"> • Golden Sun Moth core habitat • Plains Grassland • Remnant trees • Potential Growling Grass Frog habitat 	<ul style="list-style-type: none"> • Fence off construction area – no works is to occur outside of this area • Install sediment fences • Induct all contractors working in the area • Areas for storing machinery and soil must be away from the creek, remnant vegetation (including trees) and Golden Sun Moth core habitat • Access the site from the south
<p>Malcolm Creek Conservation Reserve and ROS</p> <ol style="list-style-type: none"> 1. Wetland construction 2. Track construction 3. Play ground construction 	<ul style="list-style-type: none"> • Golden Sun Moth core habitat • River Swamp Wallaby-grass • Plains Grassland • Creekline Grassy Woodland • Remnant trees • Potential Growling Grass Frog habitat 	<ul style="list-style-type: none"> • Fence off Golden Sun Moth habitat, remnant vegetation and area likely to support River Swamp Wallaby-grass • Install sediment fences • Induct all contractors working in the area • Areas for storing machinery and soil must be away from the creek, remnant vegetation and Golden Sun Moth core habitat • Access the area for the proposed water treatment wetlands from DP7 • Peg alignment of tracks. Alignment to be checked by botanist and zoologist before construction commences
<p>DP7</p> <ol style="list-style-type: none"> 1. Residential development 	<ul style="list-style-type: none"> • Golden Sun Moth core habitat • River Swamp Wallaby-grass • Plains Grassland • Creekline Grassy Woodland • Remnant trees 	<ul style="list-style-type: none"> • Fence off Malcolm Creek Conservation Reserve and remnant trees • Install sediment fences along creeklines • Induct all contractors • Access the site from outside of the ROS
<p>All wetland construction works</p>	<ul style="list-style-type: none"> • Golden Sun Moth core habitat • River Swamp Wallaby-grass • Plains Grassland • Creekline Grassy Woodland • Remnant trees • Potential Growling Grass Frog habitat 	<ul style="list-style-type: none"> • Implement all measures as outlined above • Implement water quality monitoring to ensure wetland habitat remains suitable for the Growling Grass Frog and there are no impacts downstream to Merri Creek

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9 User-related Issues

9.1 Passive recreation

Management of the ROS within Highlands will need to accommodate Conservation Reserves as well as providing space for passive recreation and facilities for public use. This will incorporate the following components.

Fencing

- Cyclone fencing with sediment control will be required around the Conservation Reserves and ROS, and scattered remnant trees outside these areas, for protection during construction activities (see Section 8).
- Fencing (e.g. post and wire), will be erected around the Conservation Reserves and potentially around the perimeter of the ROS areas to define and exclude access to vehicles and trail bikes.
- For safety and aesthetic reasons it is recommended any existing barbed wire and electric internal fences be removed from the Conservation Reserves and ROS.
- Revegetation zones will be temporarily fenced with appropriate signage, e.g. “vegetation rehabilitation zone”
- Fence burning trial plots (e.g. metal star pickets and wire to exclude stock and prevent fence from burning).

Trails

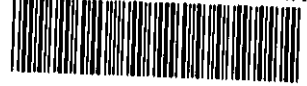
Thompson Berril Landscape Design (TBLD) has prepared strategic plans illustrating the location of trails and recreational facilities within ROS (see Appendix 6 for an example for Malcolm Creek). The following describes community access into Conservation Reserves and ROS (prepared by TBLD).

Some access is proposed into Conservation Reserves to allow for community understanding and engagement, whilst acknowledging and interpreting their important conservation values. There are a range of methods by which this community engagement and access will be provided. These include:

- Informal recreational use of the flat open slashed sections within the Conservation Reserves and ROS;
- No paths will be created within the Conservation Reserves;

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- Interpretive signage (also see Section 9.2) and information provided at the regional visitor entry points into the ROS and Conservation Reserves incorporating thematic use of the Golden Sun Moth in the regional playground and picnic area design in Malcolm Creek, located adjacent to the Golden Sun Moth core habitat areas.

Informal recreational use of open slashed areas

The flat open slashed sections within the ROS and Conservation Reserves can potentially be used for informal access including informal ball games, kite flying and frisby throwing. The levels and timing of use will be monitored to assess any impacts on conservation values (e.g. Golden Sun Moth core habitat, areas surrounding the wetlands), and modified if required.

Sealed shared trail access and low elevated boardwalks

For the ROS along both Aitken and Malcolm Creeks, provision of a sealed shared trail, a minimum of 2.5 metres wide is required on one side of the waterway. All new sealed shared trails are located outside the Conservation Reserves. There is one existing haul road which is located through the Conservation Reserve which will be formalised. Some seats are proposed adjacent to the paths for resting.

In some specific locations closer to higher visitation areas in ROS, low elevated steel mesh boardwalks may be included. The steel mesh allow light penetration through the walkway minimising the area of disturbance and elevating people above the surface level which strengthens the conservation message and provides opportunities to integrate interpretive signage into the sites. In all locations, specific construction techniques will be developed to minimise the footprint of ground disturbance during construction

Trails within the ROS have been located to:

- Avoid River Red-gums;
- Avoid further removal of core Golden Sun Moth habitat by locating trails around the perimeter of Reserves;
- Avoid being in close proximity to wetlands;
- Avoid stony rises;
- To follow existing roads (where practical); and
- Avoid remnants of Plains Grassland, Creekline Grassy Woodland and threatened flora.

Fire

The CFA will need to be consulted to ensure fire safety requirements are being met at Highlands. The following are some considerations for fire management:

- Fire hydrants should be installed to CFA satisfaction;
- A slashed fire break of at least 10 m wide where houses adjoin ROS;

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- Roads can act as sufficient fire breaks where they adjoin ROS;
- Vegetation in ROS will be managed during the 'Fire Danger Period'. This will also be carried out as part of biomass reduction to maintain Golden Sun Moth habitat; and
- Sections 5.2.3 and 5.4.1 address proposed ecological burning in Conservation Reserves.

Use of ROS

- Public facilities (e.g. BBQ's and playgrounds) are situated outside Conservation Reserves. Signage near these facilities would be helpful to explain that leaving food waste and rubbish may encourage pest animals such as foxes and rodents;
- Servicing of any bins in the estate will be under the City of Hume kerbside waste and recycling services.
- Aesthetic values within the ROS will be enhanced through low level planting in Conservation Reserves (where appropriate) and medium level planting in other areas of ROS e.g. riparian zones along creeks.
- Storm water management can also play a role in fauna habitat and user enjoyment if designed and vegetated appropriately.
- Signage for ecological interpretation to inform users of the conservation purposes of the ROS. See education section below.
- Fallen limbs from trees will be removed from paths and re-distributed in open space zones to augment fauna habitat.
- Seating will be provided for user enjoyment along trails in ROS.

Restrictions in the ROS

- Prohibit vehicles, trail bikes and horse-riding.
- Prohibit removal of fallen timber, firewood and other plant material.
- No fish introductions into creeks or wetlands.
- No dumping of rubbish or litter (e.g. signs with litter fine amounts).

9.2 Education

Education packages and interpretative signs

Educational 'packages' will be prepared by Ecology Australia in collaboration with DSE, City of Hume and TBLD.

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Residents should be encouraged to join the established Friends of Malcolm Creek and renew the Friends of Aitken Creek. People and/or organisations to contact in relation to these groups and other environmental activities in the local area include:

- Anne Jessop (Delfin Community Development);
- Damien Harrison (City of Hume: Environmental and Greening Officer);
- Craigieburn Scouts; and
- Brian Bainbridge and Katrina Roberg (Merri Creek Management Committee).

These groups could participate in management activities such as:

- Planting/revegetation days;
- Flora monitoring (e.g. health of River Red-gums and monitoring River Swamp Wallaby-grass and Matted Flax-lily populations); and
- Fauna monitoring (e.g. Golden Sun Moth monitoring and frog census, particularly focusing on the re-colonisation of wetland habitat by Growling Grass Frogs).

The following is a summary of the elements to be included within an education package that will be provided to all residents:

- The importance of the ROS as a passive recreation zone and Conservation Reserves that support threatened native fauna and flora (e.g. Golden Sun Moth, Matted Flax-lily, River Swamp Wallaby-grass and potential Growling Grass Frog habitat once wetlands become established);
- Snake awareness in ROS. Snakes are a natural part of the local fauna and are protected under the *Wildlife Act 1975*;
- Information regarding the Fire Danger Period, including the risks and dangers of fire and when restrictions occur;
- Provision of a map of Highlands showing the location of reserves, off-leash areas for dogs and public facilities;
- Information regarding the prohibition of stocking creeks and wetlands with fish, as they can be predators of frogs eggs and tadpoles;
- Recommendations for garden plantings (i.e. avoidance of all environmental weeds);
- Information regarding the use of pesticides, herbicides and fertilisers in gardens and the potential negative impacts associated with pollution of stormwater flowing into creeks and wetland systems; and
- Information details on friends groups and/or environmental organisations within the local area.

The interpretative signage within ROS would include the following elements:

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- Types of threatened native fauna and flora found within Conservation Reserves (e.g. Golden Sun Moth, Matted Flax-lily and River Swamp Wallaby-grass, potential Growling Grass Frog habitat, remnant vegetation). These signs will not give the detailed location of individual plants.
- Snake awareness signs, these will be used along paths in the ROS to alert residents of the potential for snakes in the area.
- Signs prohibiting dumping of garden waste and education on the importance of controlling the invasion of environmental weeds or other exotics.

9.3 Domestic animal control

The proposed development will most likely result in an increase in density of dogs (*Canis familiaris familiaris*) and cats (*Felis catus*) within Highlands. Domestic pets are a potential nuisance and a threat to fauna in the estate. Domestic dogs may pose a threat to native wildlife, often via indirect processes rather than direct predation.

Predation of wildlife by cats is listed as a Threatening Process under Schedule 3 of the FFG Act. It is acknowledged that cats may prey on a range of native and exotic mammals, birds, reptiles and frogs and impacts on native fauna are thought to be most significant in relatively undisturbed habitat adjacent to new residential developments (Barratt 1997, 1998). Action Statement No.80 has been produced to ameliorate the adverse effects of this process (Seebeck and Clunie 1997).

It is difficult to quantify the effects of cats and dogs per se, although several conclusions are possible:

- The introduction of domestic cats (and dogs), as a result of a new residential development, can introduce a range of degrading processes impacting directly or indirectly on flora and fauna, including predation;
- Domestic cats play a contributing role in the decline of many mammal, bird and reptile taxa.
- Domestic cats appear to selectively prey upon small mammals, particularly nocturnal ground and tree-dwelling species. After mammals, birds appear to be the most preyed upon fauna (Bezuijen and McMahon 1999).
- Irresponsible exercising of dogs may cause individuals or flocks of foraging/roosting birds to take flight and may flush birds from nests during incubation and breeding.
- Nutrient enrichment or eutrophication associated with dog faeces can exacerbate weed infestation and increase pollution of storm water, as well as transmit potential diseases to humans (from faeces), especially children.

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Aim: *To reduce potential impacts of cats and dogs in ROS.*

Key Actions

- No cats or dogs allowed in the Conservation Reserves
- Encourage responsible pet ownership (e.g. picking up after dogs in all regional open space areas) to residents through information presented in education leaflets and signage.
- Dogs must be kept on a leash at all times within ROS.

10 Monitoring

10.1 Spring - summer



Matted Flax-lily

Monitoring of the Matted Flax-lily will be undertaken each year between November and February. Extent of spread, flowering and fruiting will be documented. The success of weed control will be monitored as part of the weed management requirements for the ROS (refer Section 5.4.1). However, additional weed management issues may also be identified during the site visits and will be documented.

Annual reports outlining the results of the monitoring will be required for the ten year life of the plan and also following the 10-year review (refer Section 11.1).

River Swamp Wallaby-grass

Monitoring of the River Swamp Wallaby-grass populations will be undertaken during November – January each year. The following information will be recorded:

- Presence or absence of River Swamp Wallaby-grass;
- The percentage cover within the creekline or pool;
- Weed species requiring control; and
- Any other management recommendations.

The translocated plants will also require additional monitoring for a two year period post-planting. Refer to Section 5.2.2 for the monitoring requirements.

Annual reports outlining the results of the monitoring of the translocated and in-situ populations of River Swamp Wallaby-grass will be required for the ten year life of the plan and also following the 10-year review (refer Sections 5.2.2 and 11.1).

Golden Sun Moth

It is essential that populations of Golden Sun Moth continue to be monitored. Fragmentation of habitat and changes to management practices can lead to degradation of grassland habitat and consequently Golden Sun Moth distribution and abundance.

The impacts of management practices on Golden Sun Moth will be investigated through a program of monitoring, results interpretation/analysis and reporting. The review program will provide a mechanism for alteration and adaptation of management practices to achieve conservation goals.

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Monitoring will be carried out annually from late October to mid-January. Stockland will be responsible for monitoring of Golden Sun Moth populations in Conservation Reserves until handed over to Council (e.g. in 10 years). Annual reports outlining the results of the population monitoring will be required for the ten year life of the plan, and thereafter following the 10 year review. There is also likely to be monitoring requirements (e.g. protocols and survey period) set by DEWHA as part of approval conditions.

Survey protocols

Several researchers have defined survey techniques for the Golden Sun Moth (Clarke 1999, Gibson and New 2007, Gilmore 2007, Brian Bainbridge MCMC, pers. comm.). However, there does not appear to be any definitive technique of estimating population sizes or trends due to the difficulty in surveying the Golden Sun Moth (e.g. emergence of several cohorts in one season). Therefore, taking into consideration the above literature and advice, DSE's draft survey protocols and the outcomes of the Golden Sun Moth expert workshop in Canberra with DEWHA in April 2008, we suggest the following techniques for monitoring Golden Sun Moth population trends and habitat suitability (e.g. effectiveness of management regimes) at Highlands.

Monitoring of Golden Sun Moth to be conducted as follows:

- Only observers familiar with the identification of Golden Sun Moth will conduct surveys. Additional surveyors will be given training by experienced entomologists to ensure consistency in survey technique and identification of the species;
- Surveys to be conducted annually during the flight season from October to January;
- Survey on days favourable for detecting flying Golden Sun Moths. These conditions include, warm sunny days above 20°C, little or no wind, little or no cloud/fog, no rain and at least two days since rain;
- Surveys to be conducted (when weather permits) at weekly intervals;
- The populations will be monitored over a minimum of four site visits to each of the core habitat areas;
- Surveys to be conducted late morning to mid afternoon (e.g. commence at around 1000 hrs and finish at 1400 hrs);
- Utilise the belt transect method to record the presence, relative abundance and distribution of Golden Sun Moth;
- Transects would vary in length depending on the area of habitat that is being sampled, generally transects could be c. 100 m in length and 5-10 m wide, and c. 10-20 metres apart;

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- In larger areas of habitat several parallel transects will be required to cover the area;
- Transects will be permanently marked and mapped with a Global Positioning System unit (GPS);
- Transects will be located in different habitats (e.g. separate transects into rocky areas and improved pasture areas);
- Transects will be walked by surveyors, and each time a moth crosses the transect in front of the surveyor (within 10 m), the moth is recorded;
- This will give frequency data for each transect. This method can be repeated each season and the data analysed and compared across seasons;
- Females will be recorded opportunistically during the transect searches;
- A specimen(s) will be captured and sent to the Museum of Victoria for formal identification;
- A general search (incidental records) for Golden Sun Moth within patches of core habitat/Conservation Reserves and the remaining areas within ROS (e.g. between Conservation Reserves) will also be conducted to gain an appreciation of the distribution of Golden Sun Moth (and possible movement between core habitat patches);
- Females will be recorded at this time with a waypoint and note activity (e.g. breeding, moving, flying, laying eggs etc.) recorded for each sighting.
- Often males will need to be followed to locate females which will be most visible on bare ground or in between grass tussocks.

Other survey techniques to be employed:

- During the survey period, pupal cases will also be recorded. This can add information such as breeding locations. Pupal cases will be collected and photographed and sent to experienced entomologists (e.g. at Museum of Victoria) for formal identification.
- Following the trial burns, and outside the flying season, the trial plots (i.e. burnt and unburnt patches) could be surveyed for the subterranean larvae. This can be done by digging up a small section of soil (e.g. 25 cm long x 20 cm wide x 10 cm deep) to see if the larvae have survived the burning trials. Larvae should be photographed and photographs sent to experienced entomologists (e.g. at Museum of Victoria) for formal identification.

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Habitat monitoring:

Habitat features to be monitored along transects within core habitat areas include the following:

- Wallaby Grasses, Spear Grasses and Chilean Needle-grass;
- Other indigenous vegetation;
- Shrubs;
- Trees;
- Exotic species;
- Bare ground/inter-tussock spaces; and
- Leaf litter, woody debris.

Other features to be recorded include:

- Height of the vegetation;
- Exposure (amount of shading from trees, buildings);
- Proximity to other core habitat areas and whether habitat is suitable in-between (e.g. level of connectivity); and
- Previous, current and proposed management regime for each core habitat area.

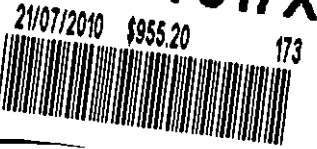
See Appendix 2 for Golden Sun Moth Monitoring Proforma.

Reporting on Golden Sun Moth

Reports will include the following detail:

- Introduction, study area and methodology;
- Weather condition during survey (temperature recorded with a hand-held digital thermometer);
- The distribution/location of 'hot-spots';
- Estimation of local/relative abundance;
- A comparison of local abundance between seasons, and an evaluation of the trajectory of the population (increasing, decreasing, stable);
- Results of the habitat assessment;
- An assessment of the impact of management actions and the appropriateness for the long-term viability of the population; and
- Recommendations for corrective measures if desired conservation goals are not being achieved.

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Habitat monitoring:

Habitat features to be monitored along transects within core habitat areas include the following:

- Wallaby Grasses, Spear Grasses and Chilean Needle-grass;
- Other indigenous vegetation;
- Shrubs;
- Trees;
- Exotic species;
- Bare ground/inter-tussock spaces; and
- Leaf litter, woody debris.

Other features to be recorded include:

- Height of the vegetation;
- Exposure (amount of shading from trees, buildings);
- Proximity to other core habitat areas and whether habitat is suitable in-between (e.g. level of connectivity); and
- Previous, current and proposed management regime for each core habitat area.

See Appendix 2 for Golden Sun Moth Monitoring Proforma.

Reporting on Golden Sun Moth

Reports will include the following detail:

- Introduction, study area and methodology;
- Weather condition during survey (temperature recorded with a hand-held digital thermometer);
- The distribution/location of 'hot-spots';
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- A comparison of local abundance between seasons, and an evaluation of the trajectory of the population (increasing, decreasing, stable);
- Results of the habitat assessment;
- An assessment of the impact of management actions and the appropriateness for the long-term viability of the population; and
- Recommendations for corrective measures if desired conservation goals are not being achieved.



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Growling Grass Frog

Monitoring of the wetland habitat is required to determine habitat suitability for Growling Grass Frogs and to assess whether the species has colonised wetlands. This is a Stockland responsibility, but may upon agreement be handed over to Melbourne Water within the 10-year period. Monitoring would be undertaken during the breeding season (e.g. October – February) and be conducted twice monthly (e.g. for three months during the active season).

In line with a recent detectability analysis in the Merri Creek corridor (Aitken and Malcolm Creeks are both tributaries of Merri Creek) (Heard et al. 2006) and in accordance with DSE protocols, monitoring would be conducted by a qualified zoologist(s) and include:

- At least two nocturnal surveys during the main activity period of the frog, between October and February;
- Two surveyors with a total of 90 person minutes spent at each site (survey time may vary according to waterbody size and complexity);
- Survey will proceed in the following order:
 1. Call recognition to see if any male frogs are calling (call-playback may be used to initiate calling);
 2. Undertake a visual inspection of the waterbody and vegetation with a spotlight and with the aid of binoculars; and
 3. Search the perimeter of the waterbody or edge of the creek for frogs, scanning vegetation on the banks and within the water body;
- Records will include:
 1. The AMG location, time and activity of each frog encountered/heard;
 2. The microhabitat (e.g. sitting on floating pond weed in middle of wetland); and
 3. Where possible, identify the age class of individuals (e.g. snout to groin length = < 30 mm – metamorph; 30-50 mm sub-adult; and >50 mm adult);
- Creek sections to be surveyed can be divided into transects of 50 m in length;
- Measures to reduce the possible spread of infectious pathogens (e.g. 'chytrid' fungus) between the survey sites will be implemented in accordance with standards described by James Cook University (Speare et al. 2004, 2006) and the New South Wales Parks and Wildlife Service (NPWS 2001).

The methods, results and discussion of results will be presented in a report following the completion of the surveys.

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Habitat monitoring of water treatment wetlands

The above monitoring protocols will be implemented to assess whether Growling Grass Frogs have colonised the wetlands. The following points outline habitat monitoring which would be undertaken during the same time period. Thresholds to be monitored are also outlined in Table 3.

Key habitat elements to assess:

- Hydrological regime: bi-annually during the spring/summer period;
- Aquatic vegetation diversity: annually during the spring/summer period (assess structural diversity and cover of submerged, floating and emergent vegetation, assistance from a qualified botanist may be required). If the percentage cover of these three aquatic vegetation elements drops below 60%, management measures should be implemented (e.g. rejuvenation of vegetation, see Table 3);
- Terrestrial vegetation and ground cover (e.g. some areas remain open for foraging and others have suitable grass cover, assistance from a qualified botanist may also be required, and presence of logs and rocks for shelter): annually during the spring/summer period;
- Water quality: once a month during construction and once every three months for at least two years post-construction (this is also important for assessing potential impacts to River Swamp Wallaby-grass and downstream to Merri Creek);
- Culverts in creeklines within Highlands are free of debris, rubbish and vegetation: bi-annually during the spring/summer period;
- Weed infestations (also see Section 5.4.2 and above for River Swamp Wallaby-grass);
- Recreational pressure (e.g. are terrestrial habitats being trampled);
- Presence of exotic fish: bi-annually during the spring/summer period; and
- Fences surrounding reserves are maintained: sediment control fencing must be checked daily by contractors during construction.

10.2 Autumn

Weed control

Monitor weed levels and determine success of control efforts.

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11 CMP implementation

The key management activities described in this plan must be subject to regular evaluation and monitoring. The progress of all aspects of management will be addressed in a brief annual report to Stockland and/or relevant agencies following completion of management activities and monitoring. In addition, specific actions and reporting in relation to the three EPBC-listed species recorded at Highlands will be required from DEWHA to meet approval and permit conditions.

As per Net Gain requirements under the Native Vegetation Framework (DSE 2002), Stockland are likely to retain ownership of the Conservation Reserves and ROS for 10-years, after which they will be transferred to Council ownership. It is expected that Stockland would provide an agreed lump-sum payment to City of Hume to continue the management of the Conservation Reserves and ROS if any of the areas are transferred to Council ownership within the 10-year period. This also applies to the management of water treatment wetlands (which support River Swamp Wallaby-grass populations and potential Growling Grass Frog habitat) within Malcolm and Aitken Creeks which will be handed over to Melbourne Water. These wetlands will require continued management when they are handed over to Melbourne Water to ensure compliance with EPBC Act approval conditions received by Stockland on 3 September 2009 from DEWHA. City of Hume/Melbourne Water will then be responsible for ongoing management and security of the Conservation Reserves and ROS in perpetuity (see Appendix 3). The objectives and actions set in this CMP will be reviewed and updated, where required, prior to the hand over to City of Hume/Melbourne Water.

The works required to fulfil the aim of the CMP will vary year to year and the timing of work within the first three years is important. Table 16 gives a timeline for implementation of each management regime for each Conservation Reserve and ROS area and the responsible party(s).

The management recommendations outlined in this plan have begun to be implemented as per approval and permit conditions from DEWHA, City of Hume and DSE.

It is noted that the onus of implementing this CMP is on the proponent (Stockland) until such time of the hand over to the relevant authorities. In the event a handover is delayed or postponed, Stockland will continue to implement the CMP until the handover is completed and to the satisfaction of state and federal regulators.

11.1 Auditing and review

As part of the Federal assessment process there may be an auditing component to ensure compliance with the EPBC Act and approval conditions from DEWHA.

In addition, the CMP will have its own review/auditing process, as per Net Gain offset requirements. We propose a review of the management actions (i.e. adaptive management)

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to be undertaken after years 1, 3, 5 and 10 by City of Hume and DSE. The CMP will also need to be reviewed prior to hand over to Council and/or Melbourne Water.

City of Hume and DSE will undertake a review of the CMP after 10 years. After this time the plan will be updated accordingly with current knowledge and research on grassland management and particularly with regard to Golden Sun Moth. Table 16 lists the key management elements which will need to be reviewed and carried on (if deemed appropriate) after the 10 year assessment.

11.2 Conservation Management Plan elements implemented to date (October 2009)

The following elements of this CMP have been implemented as of 8 October 2009:

- River Swamp Wallaby-grass and Golden Sun Moth monitoring 2008/2009 season (see Ecology Australia 2009);
- Cyclone-proof fencing with sediment control (silt fencing) has been installed between the interface of Development Plan Area 7 and Malcolm Creek and Golden Sun Moth conservation reserves;
- A site induction for contractors in relation to Malcolm Creek (and DP7 development area) was undertaken on 28 September 2009. Personnel present included: Paula Deuber (Environmental Planner, Hume City Council), two site foreman from Symon Bros. (contractors), Chris Wilkins (Development Manager, Residential, Stockland) and Christina Renowden and John Kershaw (Biologist from Ecology Australia).
- A meeting was also held on 7 October 2009 to assess site conditions of Aitken Creek South prior to planting of River Swamp Wallaby-grass back into the wetlands (see Section 5.2.2. Planting has been completed by Australian Ecosystems.

Monitoring of Golden Sun Moth has concluded, River Swamp Wallaby-grass population monitoring will continue this coming summer season (2009/2010).

Ecology Australia will continue working with Stockland (Greg Miller and Leigh Edsall) on a regular basis to ensure actions in this CMP are implemented.



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Table 16 Highlands CMP: Ten year management plan for Conservation Management Plan (CMP)⁷ (management will be reviewed and updated at 10 years, following this, management will be carried on as below (if unusual circumstances at our review stage))

Location	Year number	Required proceeding action	Activity Description	Timing of activity - (months)	Responsible party for this action
Makoulun Creek	>10		Biomass Control- Mechanical Control	February to September, excluding peak emergence/flight period for Golden Sun Moth.	Stockland Hume City Council (HCC) post 10 years
			Weed Control: Undertake control and elimination of targeted weed species. Prevent targeted species from seeding.	Ongoing control and monitoring for life of ten year plan. Note: Spot spraying will not occur during peak emergence for Golden Sun Moth	Stockland Hume City Council (HCC) post 10 years
			Revegetation: Undertake plantings within Conservation Reserves and ROS and prior to removal of woody weeds.	Autumn review and undertake supplementary plantings as required	Stockland Hume City Council (HCC) post 10 years
			Monitoring- Golden Sun Moth	Annual monitoring of GSM population within Conservation Reserve of ROS. Late spring-summer (Late October to early January).	Stockland Hume City Council (HCC) post 10 years
			Monitoring- River Swamp Wallaby-grass	Spring-summer (November to January).	Stockland Hume City Council (HCC) post 10 years
			Monitoring- Growing Grass Frog (once wetlands are established)	Spring-summer (November to January)	Stockland/Melbourne Water
			Biomass Control: Grazing (prior to the adjoining development beginning)	Retain current grazing regime until development begins. Sheep are preferred over cattle with a low stocking regime	Stockland
			Biomass Control: Combination of mechanical control and burning.	April to September, excluding peak emergence/flight period for Golden Sun Moth.	Stockland Hume City Council (HCC) post 10 years
			Weed Control: Undertake control and elimination of targeted weed species. Prevent targeted species from seeding.	Ongoing control and monitoring for life of ten year plan. Note: Spot spraying will not occur during peak emergence for Golden Sun Moth	Stockland Hume City Council (HCC) post 10 years
			All Years >10		Revegetation: Undertake plantings within Conservation Reserves and ROS and prior to removal of woody weeds
All Years >10					
All Years >10					

⁷ This Plan is additional to the 10-year Net Gain offset management plan outlined in Section 6.4



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Location	Year number	Required preceding action	Activity Description	Timing of activity – month(s)	Responsible party for this action
	All Years		Monitoring: Golden Sun Moth	Annual monitoring of GSM population within Conservation Reserve Late spring-summer (Late October to early January)	Stockland Hume City Council (HCC) post 10 years
	>10		Monitoring: River Swamp Wallaby-grass	Spring-summer (November to January)	Stockland Hume City Council (HCC) post 10 years
	All Years		Monitoring: Growing Grass Frog (once wetlands are established)	Spring-summer (November to January)	Stockland/Melbourne Water
Aitken Creek North	>1-2 years		Monitoring: Growing Grass Frog (once wetlands are established)	Spring-summer (November to January)	Stockland/Melbourne Water
Aitken Creek South	1-3		Biomass Control: Grazing (prior to the adjoining development beginning)	Retain current grazing regime until development begins. Sheep are preferred over cattle with a low stocking regime.	Stockland
	1-3		Biomass Control: Mechanical Control	March to October, excluding peak emergence/flight period for Golden Sun Moth.	Stockland Hume City Council (HCC) post 10 years
	3-10	Analysis of data collected from trial burn plots.	Biomass Control: Combination of mechanical control and burning.	April to November, excluding peak emergence/flight period for Golden Sun Moth	Stockland Hume City Council (HCC) post 10 years
	>10		Weed Control: Undertake control and elimination of targeted weed species. Prevent targeted species from seeding.	Ongoing control and monitoring for life of ten year plan. Note: Spot spraying will not occur during peak emergence for Golden Sun Moth	Stockland Hume City Council (HCC) post 10 years
	All Years		Revegetation: Undertake plantings within Conservation Reserves and ROS and prior to removal of woody weeds	Autumn: review and undertake supplementary plantings as required.	Stockland Hume City Council (HCC) post 10 years
	All Years		Monitoring: Golden Sun Moth	Annual monitoring of GSM population within Conservation Reserves Late spring-summer (Late October to early January)	Stockland Hume City Council (HCC) post 10 years
	>10		Monitoring: River Swamp Wallaby-grass	Spring-summer (November to January).	Stockland Hume City Council (HCC) post 10 years
	All Years		Monitoring: Matted Flea-bly	Spring-summer (November and February)	Stockland Hume City Council (HCC) post 10 years
	>10		Monitoring: Growing Grass Frog (once wetlands are established)	Spring-summer (November to January).	Stockland/Melbourne Water



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Location	Year number	Required preceding action	Activity Description	Timing of activity – month(s)	Responsible party for this action
Mount Aitken	1-3		Biomass Control: Grazing (prior to the adjoining development beginning)	Retain current grazing regime until adjoining development begins. Sheep are preferred over cattle with a low stocking regime.	Stockland
	3-10		Biomass Control: Mechanical control	April to September, excluding peak emergence/flight period for Golden Sun Moth	Stockland Hume City Council (HCC) post 10 years
	>10		Weed Control: Undertake control and elimination of targeted weed species. Prevent targeted species from seeding.	Ongoing control and monitoring for life of ten year plan. Note: Spot spraying will not occur during peak emergence for Golden Sun Moth	Stockland
	All years		Revegetation: Undertake plantings within ROS and prior to removal of woody weeds.	Autumn: review and undertake supplementary plantings as required	Stockland Hume City Council (HCC) post 10 years
	All Years		Monitoring: Golden Sun Moth	Annual monitoring of GSM population within Conservation Reserve Late spring-summer (Late October to early January)	Stockland Hume City Council (HCC) post 10 years
ALL ROS	All years >10		Pest and domestic animal control: Implement control and management actions	Review requirements and continue control program as required	Stockland Hume City Council (HCC) post 10 years



12 References

- ACT Government (1998) Golden Sun Moth (*Synemon plana*): An endangered species. Environment ACT, Action Plan no 7. Canberra.
- Anstis, M. (2002). 'Tadpoles of South-eastern Australia: A Guide with Keys'. (Reed New Holland, NSW.)
- Bainbridge, B., Davern, A., and Crawford, D. (2006) Vegetation description in Golden Sun Moth habitat in Epping/Wollert and Campbellfield. Unpublished report for the Port Phillip and Western Port Catchment Management Authority.
- Barratt, D.G. (1995). Predation and movement by house-based domestic Cats *Felis catus* (L.) in suburban and rural habitats – preliminary findings. In: 'People and Nature Conservation. Perspectives on Private Landuse and Endangered Species Recovery.' (Eds. A. Bennett, G. Backhouse and T. Clark. (Surrey Beatty and Sons, Chipping Norton).
- Barratt, D.G. (1997). Predation by House Cats, *Felis catus* (L.), in Canberra, Australia. I. Prey composition and preference. *Wildlife Research* 24, 263-277.
- Barratt, D.G. (1998). Predation by House Cats, *Felis catus* (L.), in Canberra, Australia. II. Factors affecting the amount of prey caught and estimates of the impact on wildlife. *Wildlife Research* 25, 475-487.
- Bezuijen, M.R., and McMahon, A.R.G. (1999). A review of the ecological impacts of semi-urban development and domestic cats. (Ecology Australia Pty. Ltd., Fairfield, Melbourne).
- Carr, G.W., Yugovic, J.V. and Robinson, K.E. (1992). Environmental Weed Invasions in Victoria. Conservation Management Implications. (Department of Conservation and Environment and Ecological Horticulture Pty Ltd, Melbourne).
- Carr, G. W. (2006). Recovery and compensation measures for loss of Williams road habitat of Floating (River) Swamp Wallaby-grass (*Amphibromus fluitans*). (G. W. Carr, Ecology Australia, Fairfield, Victoria).
- Canberra International Airport (2004) Grassland Management Plan: Natural Temperate Grasslands at Canberra International Airport. Unpublished report to Canberra International Airport.
- Clarke, G. and O'Dwyer, C. (2000). Genetic variability and population structure of the endangered golden sun moth *Synemon plana*. *Biological Conservation* 92, 371-381.
- Clemann, N. and G.R. Gillespie (2004). Recovery Plan for *Litoria raniformis* 2004-2008. Department of Environment and Heritage, Canberra ACT.
- Cook, L. and Edwards, E.D. (1993). Population biology of endangered moth *Synemon plana* 1992-93, York Park, Barton. CSIRO Division of Entomology report to the National Capital Planning Authority, Canberra.
- Craigie, N.M. and Condina P. (2006a). Draft: Stockland Highlands Estate Aitken Creek – Functional design report for E14 retarding basin/wetland. Unpublished report prepared for Stockland Pty. Ltd. (Neil Craigie Waterway Management Consultants, Croydon).

AH377517X

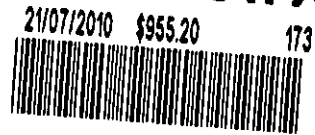
21/07/2010 \$955.20 173



Conservation Management Plan - Highlands, Craigieburn

- Craigie, N.M and Condina P. (2006b). Draft: Stockland Highlands Estate Aitken Creek – Functional design report – Aitken Creek Between the DiMaria Pondage and Craigieburn West Rd. Unpublished report prepared for Stockland Pty. Ltd. (Neil Craigie Waterway Management Consultants, Croydon).
- DEWHA (Draft 2009). *Environment Protection and Biodiversity Conservation Act 1999* Background Paper to EPBC Act Policy Statement 3.14: Significant impact guidelines for the vulnerable Growling Grass Frog (*Litoria raniformis*). Australian Government, Canberra, ACT. www.environment.gov.au/epbc
- DPI (2007). National Best Practice Management Manual – Chilean Needle Grass. (Department of Primary Industries, Melbourne, Victoria)
- DSE (2006a). Salisbury Bushland Reserve: Draft Management Plan for Golden Sun Moth and Eltham Copper Butterfly. Department of Sustainability and Environment, Victoria.
- DSE (2006b). Native Vegetation Gain Approach – Technical Basis for Calculating Gains Through Improvement of Native Vegetation Management and Revegetation. (Department of Sustainability and Environment, East Melbourne, Victoria).
- DSE (2002). 'Victoria's Native Vegetation Management: A Framework for Action'. (Department of Natural Resources and Environment: East Melbourne.)
- DSE (2004). Vegetation Quality Assessment Manual – Guidelines for Applying the Habitat Hectare Scoring Method, Version 1.3. Department of Sustainability and Environment, East Melbourne, Victoria.
- Douglas, F. (2004) A dedicated reserve for conservation of two species of *Synemon* (Lepidoptera: Castniidae) in Australia. *Journal of Insect Conservation* 8: 221-228.
- Douglas, F. and Crouch, C. (2003) Nhill Sun-moth Reserve: Management Plan. Unpublished report for the Nhill Sun-moth Reserve Committee of Management.
- Ecological Horticulture (1991). The remnant vegetation of the Craigieburn Project Area, Craigieburn, Victoria. Unpublished report for Tract Consultants, prepared by A.R.G. McMahon and S.E. Bedggood. (Ecology Australia , Fairfield).
- Ecology Australia (2003). Assessment of ecological impacts and provision of ecological design services for the Aitken Creek Drainage Scheme revision Stage 1. Unpublished report for WBM Oceanics Australia, prepared by G.W. Carr, S.E. McMillan and L.E. Conole (Ecology Australia , Fairfield).
- Ecology Australia (2005). Flora and Fauna Assessment of the proposed Melbourne Wholesale Markets Site, Epping. By Wilson, C., Campbell, C. and Carr G.W. Unpublished report prepared for Major Projects, Victoria (Ecology Australia P/L, Fairfield).
- Ecology Australia (2007). Aitken Creek Masterplan – Craigieburn Road – E14. Prepared by L. V. Crowfoot and C. Renowden for Stockland Pty Ltd. (Ecology Australia, Fairfield, Victoria.)
- Ecology Australia (2008). Environmental Values – Highlands Craigieburn. Unpublished report prepared for Stockland by C. Renowden and L. V. Crowfoot (Ecology Australia, Fairfield).

AH377517X



Conservation Management Plan - Highlands, Craigieburn

- Ecology Australia (2009). Flora and Fauna Pre-construction monitoring 2008/2009, Highlands Craigieburn. Prepared by C. Renowden, L. V. Crowfoot and R.M. Marr for Stockland Pty Ltd. (Ecology Australia, Fairfield, Victoria)
- Edwards, E.D. (1994) Survey of lowland grassland in A.C.T. for the Golden Sun Moth (*Synemon plana*). Report to the Wildlife Research Unit, ACT Parks and Conservation Service. CSIRO Division of Entomology, Canberra.
- Geological Survey (1974). Geological Survey Map, Victoria.
- Gibson, L. (2008). Surveys of Golden Sun Moth (*Synemon plana*) populations at Cooper Street and Derrimut Grasslands. Unpublished report for Parks Victoria (Parks Victoria, Melbourne).
- Gibson, L. and New, T. (2007). Problems in studying populations of the golden sun-moth, *Synemon plana* (Lepidoptera: Castniidae), in south eastern Australia. *Journal of Insect Conservation*, 11: 309-313.
- Gibson, L. (2006). Surveys of the Golden Sun Moth (*Synemon plana* Walker) populations and ant assemblages at Craigieburn Grassland Reserve. BSc Hons Thesis, La Trobe University, Bundoora.
- Gillespie, G. and Clemann, N. (1999). Significance of the Carroll Road Quarry Site to the Warty Bell Frog *Litoria raniformis*. Unpublished report to the City of Kingston. (Department of Natural Resources and Environment).
- Gilmore, D. (2007). Targeted survey of the Golden Sun Moth in the Melbourne Area. Unpublished report prepared by Biosis Pty. Ltd. for FKP. (Biosis P/L, Port Melbourne).
- Hamer, A. and Organ A. (2006a). Distribution, habitat use, movement patterns and conservation management of the Growling Grass Frog (*Litoria raniformis*) throughout the Pakenham area, Pakenham, Victoria. Unpublished consultants report for DSE (Ecology Partners Pty. Ltd. Brunswick).
- Hamer, A. and Organ, A. (2006b). Growling Grass Frog *Litoria raniformis* Monitoring 2005/06, Western Treatment Plant, Werribee, Victoria. Unpublished consultants report for Melbourne Water (Ecology Partners, Pty. Ltd., Brunswick).
- Heard, G.W. (2009) Letter to Ecology Australia: 'Conservation Management of the Growling Grass Frog at 'Highlands', Craigieburn, Victoria. (G. W. Heard, Zoologist at La Trobe University, Victoria).
- Heard, G.W. (2007) Letter to Ecology Australia: 'Growling Grass Frog surveys within the vicinity of Aitken and Malcolm Creeks, Craigieburn'. (G. W. Heard, Zoologist, Northcote).
- Heard G., Robertson P. and Scroggie M. (2006). Assessing detection probabilities for the endangered Growling Grass Frog (*Litoria raniformis*) in southern Victoria. *Wildlife Research* 33: 557-564
- Heard, G.W., Robertson, P. and Scroggie, M. (2004). The ecology and conservation status of the Growling Grass Frog *Litoria raniformis* within the Merri Creek Corridor. Wildlife Profiles Pty. Ltd. and Arthur Rylah Institute for Environmental Research.
- Jelinek, A. (2005). Ecological significance and management of Mt Piper Nature Conservation Reserve. Unpublished consultants report. (EcoViews Pty. Ltd., Taggerty).

AH377517X



Conservation Management Plan - Highlands, Craigieburn

- Lunt, I. D. (1991). Management of remnant lowland grasslands and grassy woodlands for nature conservation: a review. *The Victorian Naturalist* 108 (3), pp. 56-66.
- Lunt, I.D., and Morgan, J.W. (2001) The role of fire regimes in temperate lowland grasslands of south eastern Australia. In *Flammable Australia: The fire regimes and biodiversity of a continent*. (Eds., Bradstock, R.A., Williams, J.E., and Gill, M.A.) Cambridge University Press.
- Mansergh, I., and Marks, C. (1993). Action Statement No. 44. Predation of native wildlife by the introduced Red Fox *Vulpes vulpes*. (Flora and Fauna Branch, Department of Natural Resources and Environment, Melbourne).
- Morton, A., Tagg, D., Wallis, R., and Lewis, C. (1999). An Integrated Strategy for a Fox Control Program in the Dandenong Creek Valley. Unpublished report prepared for the Dandenong Creek Valley Co-ordinated Fox Control Committee (Deakin University, Clayton.)
- Muyt, A. (2001). Bush Invaders of South-East Australia. A guide to the identification and control of environmental weeds found in South-East Australia. (R. G and F. J. Richardson, Meredith, Victoria)
- National Parks and Wildlife Service (2001). Hygiene Protocol for the control of disease in frogs. Information Circular No. 6. New South Wales National Parks and Wildlife Service, Hurstville.
- O'Dwyer, C.O. (2004) Action Statement No.106: Flora and Fauna Guarantee Act 1988. Golden Sun Moth *Synemon plana*. Department of Sustainability and Environment, Victoria.
- O'Dwyer, C.O., and Attiwill, P.M. (2000) Restoration of a native grassland as habitat for the Golden Sun Moth *Synemon plana* Walker (Lepidoptera: Castniidae) at Mount Piper, Australia. *Restoration Ecology* 8: 170-174.
- Organ A. (2003). Conservation strategy for the Warty Bell Frog *Litoria raniformis* at the proposed Edgars Road extension, Epping, Victoria. Unpublished report prepared for VicRoads (Biosis Research Pty Ltd.)
- Robertson, P. (2003 – in prep) DRAFT Flora and Fauna Guarantee Action statement for the Growling Grass Frog, *Litoria raniformis*. (Department of Sustainability and Environment, Victoria).
- Saunders, G., Coman, B. Kinnear, J., and Braysher, M. (1995). 'Managing Vertebrate Pests: Foxes'. (Bureau of Resource Sciences, Canberra.)
- Seebeck, J. and Clunie, P. (1997). Action Statement No. 80. Predation of native wildlife by the Cat *Felis catus*. (Flora and Fauna Branch, Department of Natural Resources and Environment, Melbourne.)
- Speare, R., Berger, L., Skerratt, L.F., Alford, R., Mendez, D., Cashins, S., Kenyon, N., Hauselberger, K. and Rowley, J. (2004). Hygiene Protocol for Handling Amphibians in Field Studies. Amphibian Diseases Group, James Cook University (Townsville, Australia).
- Speare, R. Mendez, D. and Berger, L. (2006). The Management of Disease in Wild Amphibian Populations in Australia. Cooperative Research Centre for Tropical Rainforest Ecology and Management. Rainforest CRC, Cairns. Unpublished report (64 pages).

AH377517X

21/07/2010 \$955.20 173



Conservation Management Plan - Highlands, Craigieburn

- TBLD (2008). E14 Wetland Planting Plan (4480/08/17). Thompson Beril Landscape Design P/L, Prahran, Melbourne.
- Tree Logic (2003). Arboricultural assessment and report. Highlands Craigieburn, Malcolm Creek. Unpublished report prepared by G. Lewis, Treelogic, Ringwood.
- Tree Logic (2003). Arboricultural assessment and report. Highlands Craigieburn, Malcolm Creek. Unpublished report prepared by G. Lewis, Treelogic, Ringwood.
- Stephen Fitzgerald Arboriculture (2007). Highlands Estate – Assessment of Red Gum Tree in Road Reservation of Aitken Boulevard Near Crossing Over Malcom Creek. Unpublished report prepared by S. Fitzgeral, Stephen Fitzgerald Arboriculture, Sassafras.
- Stephen Fitzgerald Arboriculture (2008a). Tree Assessment for Malcolm Creek Masterplan and DP7 – Highlands, Craigieburn. Unpublished draft report prepared by S. Fitzgerald, Stephen Fitzgerald Arboriculture, Sassafras.
- Stephen Fitzgerald Arboriculture (2008b). Tree Assessment for Malcolm Creek Masterplan – Grand Boulevard West Trees Unpublished draft report prepared by S. Fitzgerald, Stephen Fitzgerald Arboriculture, Sassafras.
- Wilson, C. (23003). The use of translocations as a conservation strategy for the Growling Grass Frog, *Litoria raniformis*. Unpublished 3rd year research project (Deakin University, Melbourne).

AH377517X

21/07/2010 \$955.20 173

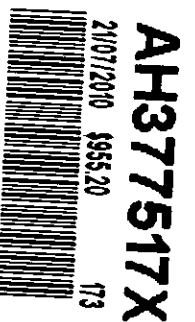


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Appendix 1 Highlands CMP: Habitat condition scores for recent (2006/2007) Net Gain assessments.

Key: CGW = Creekline Grassy Woodland, PG = Plains Grassland, End. = Endangered, VVP = Victorian Volcanic Plain, *For non-forest or woodland vegetation or other vegetation types where some elements of the score are not relevant.

Aitken Creek – De Maria

Habitat zone	Aitken Creek south		Aitken Creek south		Aitken Creek - De Maria		Aitken Creek - De Maria dam		Aitken Creek -north		De Maria		De Maria	
	1	2	3	4	5	14	15	14	15	14	15	14	15	
EVC Name (initials)	CGW	PG	CGW	PG	PG	PG	PG	PG	PG	PG	PG	PG	PG	
EVC Number	68	132	68	132	132	132	132	132	132	132	132	132		
	Max Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score		
Large Old Trees	10	0	0	-	0	-	-	-	-	-	-	-		
Canopy Cover	5	0	0	-	0	-	-	-	-	-	-	-		
Understorey	25	5	10	10	5	10	10	10	10	10	10	10		
Lack of Weeds	15	4	4	0	0	0	0	0	0	0	0	0		
Recruitment	10	0	0	0	0	3	3	3	3	3	3	3		
Organic Matter	5	2	3	3	3	2	2	2	2	2	2	2		
Logs	5	0	0	-	0	-	-	-	-	-	-	-		
Total Site Score	75	11	17	16	15	21	17	21	17	21	17	21		
Multiplier*	-	75/55	-	75/55	75/55	75/55	75/55	75/55	75/55	75/55	75/55	75/55		
Adjusted Site Score	11	23.2	8	21.8	20.5	28.6	23.2	20.5	28.6	23.2	20.5	28.6		
Patch Size	10	1	1	1	1	1	1	1	1	1	1	1		
Neighbourhood	10	0	0	0	0	0	0	0	0	0	0	0		
Distance to core	5	0	0	0	0	0	0	0	0	0	0	0		
Habitat Score	100	12	24.2	22.8	21.5	30.6	24.2	21.5	30.6	24.2	21.5	30.6		
Habitat Score	1	0.12	0.24	0.23	0.22	0.31	0.24	0.22	0.31	0.24	0.22	0.31		
Bioregion	VVP	VVP	VVP	VVP	VVP	VVP	VVP	VVP	VVP	VVP	VVP	VVP		
EVC Conservation Status	End.	Eng.	Eng.	Eng.	Eng.	Eng.	Eng.	Eng.	Eng.	Eng.	Eng.	Eng.		
Number of Large Old Trees	0	0	0	0	0	0	0	0	0	0	0	0		

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Malcolm Creek

Location

Location	Malcolm Creek - north	Malcolm Creek - north	Malcolm Creek - middle east	Malcolm Creek - middle east	Malcolm Creek - middle east	Malcolm Creek south
	7	8	9	10	11	12

Habitat zone	7	8	9	10	11	12
EVC Name (initials)	PG	CGW	CGW	PG	PG	PG
EVC Number	132	68	68	132	132	132
	Max Score	Score	Score	Score	Score	Score
Large Old Trees	10	0	0	-	-	-
Canopy Cover	5	0	0	-	-	-
Understorey	25	10	5	10	10	10
Lack of Weeds	15	0	4	4	0	4
Recruitment	10	3	0	3	3	3
Organic Matter	5	2	0	3	2	3
Logs	5	0	0	-	-	-
Total Site Score	75	15	9	20	15	20
Multiplier*		75/55	-	75/55	75/55	75/55
Adjusted Site Score	20.5	11	9	27.3	20.5	27.3
Patch Size	10	1	1	1	1	1
Neighbourhood	10	0	0	0	0	0
Distance to core	5	0	0	0	0	0
Habitat Score	100	21.5	12	10	28.3	28.3
Habitat Score	1	0.22	0.12	0.1	0.28	0.28
Bioregion	VVP	VVP	VVP	VVP	VVP	VVP
EVC Conservation Status	End.	End.	End.	End.	Eng.	Eng.
Number of Large Old Trees	0	0	0	0	0	0

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Development Plans

Location		DP11 [‡]	DP13	DP18
Habitat zone		16	6	13
EVC Name (Initials)		PG	PG	PG
EVC Number		132	132	132
	Max Score	Score	Score	Score
	10	-	-	-
Large Old Trees	5	-	-	-
Canopy Cover	25	10	10	10
Understorey	15	4	0	0
Lack of Weeds	10	3	3	0
Recruitment	5	4	2	0
Organic Matter	5	-	0	0
Logs	75	21	15	10
Total Site Score	Multiplier*	75/55	75/55	75/55
Adjusted Site Score		28.6	20.5	13.6
Patch Size	10	1	1	1
Neighbourhood	10	0	0	0
Distance to core	5	0	0	0
Habitat Score	100	29.6	21.5	14.6
Habitat Score	1	0.30	0.22	0.15
Bioregion		VVP	VVP	VVP
EVC Conservation Status		Eng.	End.	End.
Number of Large Old Trees		0	0	0

[‡] includes a patch that will be protected within public open space of Malcolm Creek and a patch that will be lost.

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Appendix 2 Golden Sun Moth survey sheet and example habitat proform

Golden Sun Moth survey - Highlands

Date: Personnel:
 Monitoring year: Previous rain:
 Time of day: Fog:
 Temperature:

Site visit No.:
 Wind (low, moderate, high):
 Cloud cover (0-8):

Site (e.g. core habitat area - Malcolm Creek south):

Transect Number: Width of transect:
 Length of transect (maximum 300 m): Proximity to other transects:
 AMG:- Start transect:
 Finish transect:

{*Note where specimen was collected}

*Record	Number of Moths seen	AMG (waypoint number - if applicable, e.g. females)	Male[M] / Female[F]	Activity
1 (Beginning of transect)				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				

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General searches outside of transects

Females (number of moths)	AMG	Activity	Habitat
Males (number of moths)	AMG	Activity	Habitat
Males (number of moths)	AMG	Activity	Habitat
Pupal cases	AMG	Habitat	
Pupal cases	AMG	Habitat	

Guide for Golden Sun Moth Habitat Monitoring

Proforma (to be implemented in 2009/2010 monitoring season)

Date: _____ **Personnel:** _____ **Habitat assessment No.:** _____

Time of day: _____

Site (e.g. Malcolm Creek south - core habitat area): _____

Transect Number: _____

Width of transect: _____

Length of transect (maximum 300 m): _____

Proximity to other transects: _____

AMG:- Start transect: _____

Finish transect: _____

General habitat description: _____

Time since fire (if applicable): _____

Landscape context:

Size of core habitat patch (m² or ha): _____

Proximity to other core habitat areas: _____

Presence of dispersal and movement links/corridors to other core habitat areas: _____

Proximity to roads/trails: _____

Vegetation type (e.g. improved pasture; Plains Grassland or Creekline Grassy Woodland): _____

Substrate (stony rise, gilgai or flat ground): _____

Record along transect

Understorey	Presence	Cover (%)	Average height (cm)	Species (if relevant)
Wallaby Grasses				
Spear Grasses				
Chilean Needle-grass				
Other indigenous vegetation				

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Bare ground				
Leaf litter/woody debris				
Exotic grasses				
Other weeds				
Mid-storey/Overstorey				
Shrubs				
Trees				

Exposure:

Aspect:

Soils:

MANAGEMENT REGIME (e.g. biomass control, weed control)
Previous:
Current:
Proposed / Recommended:

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Conservation Management Plan - Highlands, Craigieburn

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Appendix 3 Highlands CMP: Letter from Hume City Council



1070 PASCOE VALE ROAD
BRANDENBURG
VIC 3047

Postal Address
PO Box 119
DALLAS 3047

Telephone: 051275 2100
Facsimile: 03 9399 0109
www.humecouncil.vic.au

Wednesday 3 September 2008

Mr Greg Miller
Regional Design and Approvals Manager
Stockland
PO Box 317
Craigieburn Vic 3064

Dear Greg

Council has considered the issues raised in your letter of 12 August 2008 with regard to on-going management of the Golden Sun Moth areas of the conservation areas associated with Malcolm and Altken Creeks, Craigieburn.

Council has decided that it will assume responsibility for the ongoing management of these areas in perpetuity, after the 10 year period during which Stockland will manage them.

However, we must re-iterate that it is Council's expectation that during this time, cover of both Chilean Needle Grass and pasture grasses will be significantly reduced as per the targets outlined in the latest draft of your Conservation Management Plan.

Regarding the remnant trees to be assessed, we are agreeable to the CMP showing the trees as they are currently mapped, with the understanding that:

1. Council will in due course receive clear mapping and reporting on the size, health etc of the remnant trees as differentiated from other trees.
2. No works affecting any trees will be undertaken until Council has received and assessed such mapping and any attached relevant reports.
3. It is understood that no permit has been given to Stockland to remove or lop any remnant trees. Such a permit is unlikely to be forthcoming from Council, so we suggest that all plans, engineering plans etc assume that removal or risk of damage to any remnant tree will not be possible. The sooner such reports from Stockland are available, the less likelihood there is of plans having to be redrawn to account for them.
4. All trees will be protected for a distance of double their canopy area as is required under the vegetation framework. Given the lack of current mapping that distinguishes remnant from other trees, we must ask that this applies to all trees on the site.

We are also requesting that all proposals for bridges and crossings over the creek include designs that allow the movement of wildlife – including macropods – beneath bridges and along the creek corridor

Yours sincerely

Elizabeth Donoghue
Conservation Planner

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Conservation Management Plan - Highlands, Craigieburn

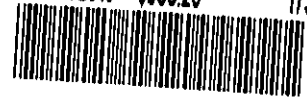
Appendix 4 Wetland criteria for translocated River Swamp Wallaby-grass

Listed below are the wetland criteria for River Swamp Wallaby-grass (as determined by Carr 2006) and these criteria are compared with the proposed wetland conditions for the two sections of Aitken Creek where the majority of the wetlands will be constructed (Craigie and Condina 2006 a and b). No weighting of criteria is implied by the order given below.

Wetland Criteria	Proposed Wetlands
<p>Land Tenure:</p> <ul style="list-style-type: none"> Wetlands should ideally be located on public land or land with a sympathetic management agency or structure. 	<ul style="list-style-type: none"> Wetlands are within the public open space of Aitken Creek and will be protected for the long-term. The land will eventually be handed to Council and become public land.
<p>Types of wetlands:</p> <ul style="list-style-type: none"> Natural or constructed wetlands of any size with permanent or semi-permanent water are desirable. 	<ul style="list-style-type: none"> The wetlands will include submerged marsh (0.5 – 0.9 m depth), deep marsh (0.25 – 0.5 m deep), shallow marsh (0.25 – 0), frequent marsh (0 – 0.3 high), ephemeral marsh (0.3 – 0.6 m high). The shallow marsh and deep marsh zones are the most suitable for River Swamp Wallaby-grass and these will be the zones the plants are translocated into.
<p>Hydrological regime:</p> <ul style="list-style-type: none"> A seasonally fluctuating water level with pronounced summer draw-down is the natural hydrological regime for River Swamp Wallaby-grass. Fairly static water levels are also acceptable but not ideal unless the water is shallow (< 40 cm deep). 	<ul style="list-style-type: none"> The wetlands will experience some draw-down. Zones within the wetlands will vary from frequent drying to drying during extended drought, to permanent open water zones.
<p>Edge gradients:</p> <ul style="list-style-type: none"> There is a direct correlation between the gradient at the edge of the wetland and the width of the vegetation zones. Steep gradients have narrow vegetation zones, therefore gradients should ideally be gentle (not greater than 1:5, ideally 1:8) to maximise the area that can be occupied by River Swamp Wallaby-grass. 	<ul style="list-style-type: none"> The wetlands avoid high edge slopes and grading of side slopes (most are at least 1 vertical:8 horizontal for 2.5 metres from edge grading to a maximum of 1 vertical:3 horizontal).
<p>Substrate:</p> <ul style="list-style-type: none"> Moderately fertile soils are desirable rather than eutrophic alluvial floodplains because highly fertile soils favour undesirable competition, notably from *Water Couch, *Paspalum and *Canary Grass. 	<ul style="list-style-type: none"> The cessation of stock grazing and fertiliser application, the planting of indigenous aquatic species, and the installation of sediment traps will reduce the nutrients levels within the wetlands.
<p>Water quality:</p> <ul style="list-style-type: none"> Water should be non-eutrophic and of high clarity (low turbidity). 	<ul style="list-style-type: none"> Grazing will be removed in the long-term and fertilisers will not be used in adjacent landscaped areas. Sediment traps will minimise impacts of spills and pollutants entering the creek from upstream areas. The wetlands have been designed to have a (average) detention time of water for only a matter of days which will reduce the likelihood of high algal biomass establishing. All wetlands will be planted with indigenous aquatic/amphibious species from the local/regional flora.
<p>Associated vegetation:</p> <ul style="list-style-type: none"> Plant with indigenous species, however, some species should be avoided including Common Reed (<i>Phragmites australis</i>) and Cumbungi (<i>Typha domingensis</i> and <i>T. orientalis</i>). These species can form dense monospecific stands to 3 m high and outcompete 	<ul style="list-style-type: none"> All wetlands will be planted with indigenous aquatic species. The species selected are compatible with the survival of River Swamp Wallaby-grass, and all naturally occur with wild populations of River Swamp Wallaby-grass

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Wetland Criteria	Proposed Wetlands
River Swamp Wallaby-grass.	
Grazing regime: <ul style="list-style-type: none">Wetlands should be protected from excessive stock grazing. However the negative impacts of grazing are likely to have been overestimated (see Carr 2006) and wetlands that are grazed do not necessarily need to be discounted as potential translocation sites.	<ul style="list-style-type: none">Stock grazing will be removed in the long-term.

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Conservation Management Plan - Highlands, Craigieburn

Appendix 5 ADDENDUM 22/12/2009

The following items are submitted as an addendum to the Highlands Conservation Management Plan, as per comments received from the Department of Environment, Water, Heritage and the Arts (DEWHA) – (Francis Knight DEWHA pers. comm., email dated 22 December 2009).

Please note the following amendments to the plan:

Section 5.2.4 Growling Grass Frog

Management Thresholds for the Growling Grass Frog

‘If Growling Grass Frogs are found to have colonised the wetlands within Highlands, DEWHA will be contacted within five (5) days of identification and the plan will be reviewed and updated in consultation with DEWHA and other relevant experts.’

Section 5.4.1

Mechanical Control - Key Actions

‘Vegetation will be slashed to a height no less than 10 cm high within Golden Sun Moth core habitat zones’.

Section 9.1 Passive Recreation

Trails

‘The haul road passing through the Malcolm Creek South Conservation Reserve was constructed four years ago and has not been used since the identification of Golden Sun Moth (GSM) in the area. The section of road passing within the conservation reserve will be rehabilitated to become GSM habitat.’

Table 16 Highlands CMP: Ten year management plan

Aitken Creek North

All years

>10 Monitoring Growling Grass Frog (once wetlands are established)

Aitken Creek South

All years

>10 Monitoring Growling Grass Frog (once wetlands are established)

Conservation Management Plan - Highlands, Craigieburn



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INFORMATION ONLY

Your rates and valuation notice

For the period 1 July 2024 to 30 June 2025

Enquiries: 9205 2200

R H LAI
80 MILLAWA AVE
ST ALBANS VIC 3021

PROPERTY NUMBER: 675172
PAYMENT REFERENCE: 9713082
DATE OF ISSUE: 16/08/2024



For emailed notices:
hume.enotices.com.au
Reference: 5051C3DE6Z

025

PROPERTY DETAILS		
54 BRIDGEHAVEN DR CRAIGIEBURN VIC 3064 Lot 7311 PS 630154H Vol 11215 Fol 888 Owner Details: RI HUA LAI		
Site Value	Capital Improved Value	Net Annual Value
\$465,000	\$730,000	\$36,500
Level of Value Date: 01/01/2024 AVPCC: 110-Detached Dwelling Date Adopted for Rating Purposes: 01/07/2024 <small>* Council has been appointed agent to collect these funds on behalf of the Victorian Government.</small>		
RATES, CHARGES AND REBATES		
General Rate	0.0023285 x \$730,000	\$1,699.80
Kerbside Waste Charge	\$401.63 Kerbside	\$401.63
Public Waste Charge	\$222.99	\$222.99
Vic State Gov FSPL Residential Fixed*	\$132.00	\$132.00
Vic State Gov FSPL Residential Variable*	.000087 x \$730,000	\$63.50
Total Amount Due		\$2,519.92

INSTALMENT 1
\$629.92 Payable 30/09/2024
INSTALMENT 2
\$630.00 Payable 30/11/2024
INSTALMENT 3
\$630.00 Payable 28/02/2025
INSTALMENT 4
\$630.00 Payable 31/05/2025



Scan here to pay



HOW TO PAY Avoid late payment interest by paying your rates on time. Payment plans are available.



BPAY (BPAY View Registration No: 9713082)
Access Bpay via your internet banking
BILLER CODE: 12500
REF: 9713082



DIRECT DEBIT
Register online at
hume.vic.gov.au/rates to arrange
automatic payment of your account



POST BILLPAY
BILLPAY CODE: 0862
REF: 9713082



IN PERSON
Pay at your nearest Council Customer
Contact Centre in Broadmeadows,
Craigieburn or Sunbury or visit your
nearest Post Office.



*862 9713082



MAIL
Send this slip with your cheque made
payable to: Hume City Council,
PO Box 119 Dallas 3047



ONLINE OR PHONE
Call 13 18 16 or visit hume.vic.gov.au/pay

Your quarterly bill



Emailed to: hua_kaiser@hotmail.com
MR R LAI
80 MILLAWA AVE
ST ALBANS VIC 3021

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 73 2113 4964
Invoice number 7327 6801 69916
Issue date 3 Jun 2025
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due
\$191.01

Due date
24 Jun 2025

Summary

54 BRIDGEHAVEN DR, CRAIGIEBURN

Property Number 5011 858, PS 630154

Product/Service

	Amount
Water Supply System Charge	\$20.64
Sewerage System Charge	\$118.19

Yarra Valley Water Total \$138.83

Other Authority Charges

Waterways and Drainage Charge on behalf of Melbourne Water	\$30.44
Parks Charge	\$21.74

TOTAL (GST does not apply) \$191.01

Payment summary

Last Account	\$188.91
Paid/Adjusted	-\$188.91
Balance	\$0.00
Total this Account	+\$191.01
Total Balance	\$191.01

No water usage has been charged on this account.



How to pay



*3042 732768016991 6



Direct debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call 1300 304 688.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **732110484**



BPAY®

Bill code: **344366**
Ref: **732 1134 9648**



CentrePAY

Use CentrePAY to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: **555 054 118T**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au

Bill code: **3042**
Ref: **7327 6801 69916**



Credit Card

Online: yvwm.com.au/paying
Phone: **1300 362 332**

MR R LAI

Account number 73 2113 4964

Invoice number 7327 6801 69916

Total due \$191.01

Due date 24 Jun 2025

Amount paid \$

Your usage detail

1KL = 1,000 litres

No water usage has been charged on this account.

Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.74.

*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

→ Water supply system charge

1 April 2025 - 30 June 2025

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

→ Sewerage system charge

1 April 2025 - 30 June 2025

A fixed cost for running, maintaining, and repairing the sewerage system.

→ Other authority charges

Waterways and drainage charge

1 April 2025 - 30 June 2025

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc

→ Parks charge

1 April 2025 - 30 June 2025

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Contact us

📞 Enquiries	1300 304 688	For language assistance	
🚨 Faults and Emergencies	13 27 62 (24hr)	العربية	1300 914 361
✉️ enquiry@yvw.com.au		廣東話	1300 921 362
🌐 yvw.com.au		Ελληνικά	1300 931 364
📞 TTY Voice Calls	133 677	普通话	1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on	03 9046 4173

📅 Next meter reading:

Between 28 Aug-4 Sep 2025

AUDIT TRAIL

Hua Lai (Rental Provider)

- Fri, 18/08/2023 13:29 - Invite sent to Hua Lai
- Sat, 19/08/2023 07:34 - Hua Lai clicked 'start' button to view the Leasing & Management Authority (iOS 16.6 iPhone Mobile Safari 16.6, IP: 121.200.4.80)
- Sat, 19/08/2023 07:36 - Hua Lai stamped saved signature the Leasing & Management Authority (EssentialParticularsSignature on first page;) (iOS 16.6 iPhone Mobile Safari 16.6, IP: 121.200.4.80)
- Sat, 19/08/2023 07:37 - Hua Lai stamped saved signature the Leasing & Management Authority (ScheduleOfFeesSignature in the middle of document;) (iOS 16.6 iPhone Mobile Safari 16.6, IP: 121.200.4.80)
- Sat, 19/08/2023 07:38 - Hua Lai stamped saved signature the Leasing & Management Authority (LastPageSignature at the end of the document;) (iOS 16.6 iPhone Mobile Safari 16.6, IP: 121.200.4.80)
- Sat, 19/08/2023 07:38 - Hua Lai submitted the Leasing & Management Authority (iOS 16.6 iPhone Mobile Safari 16.6, IP: 121.200.4.80)

Aiden Be-Hanna (Property Manager)

- Fri, 18/08/2023 13:29 - Aiden Be-Hanna submitted the Leasing & Management Authority (Windows 10 Other Edge 115.0.1901, IP: 110.142.241.150)

AGREEMENT END

**Milan & Co Real Estate P/L t/a LJ
Hooker Craigieburn**

Shop B00.003, 340 Craigieburn Road,
CRAIGIEBURN, VIC 3064

P: (03) 9333 0212

E:

rentals.craigieburn@ljhooker.com.au

ABN: 36 439 962 794



Residential Rental Agreement

for

54 Bridgehaven Dr, Craigieburn VIC 3064

This agreement is between **Hua Lai**
and **Khaleel Kajjo, Basma Kajjo, Kifah Hidayah**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Fri 01/09/2023

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

54 Bridgehaven Dr, Craigieburn VIC

Postcode 3064

3. Rental provider details

Full name or company name of rental provider

Hua Lai

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn

Address

Shop B00.003, 340 Craigieburn Road, CRAIGIEBURN, VIC

Postcode 3064

Phone number

(03) 9333 0212

ACN (if applicable)

158 980 833

Email address

rentals.craigieburn@ljhooker.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

Fixed term agreement

Start date

(this is the date the agreement starts and you may move in)

End date

Periodic agreement (monthly)

Start date

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount(\$)
(payable in advance)

2477.00

To be paid per

week

fortnight

calendar month

Day rent is to be paid (e.g. each
Thursday or the 11th of each
month)

8th day of each month

Date first rent payment due

Fri 01/09/2023

7. Bond

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)

2477

Date bond payment due

Wed 06/09/2023

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

direct debit

bank deposit

cash

cheque

money order

BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB:	083437
Account:	419181015
Account name:	LJ Hooker
Bank Reference:	BRID54

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

Yes Aiden Be-Hanna: aiden.behanna@ljhooker.com.au
 No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 Yes Khaleel Kajjo: xxxxx@xxxxx.com
 No

Renter 2 Yes Basma Kajjo: xxxxx@xxxxx.com
 No

Renter 3 Yes Kifah Hidayah: xxxxx@xxxxx.com
 No

Renter 4 Yes
 No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

Aiden Be-Hanna

Emergency phone number

0499 901 401

Emergency email address

aiden.behanna@ljhooker.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

INFORMATION ONLY

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

34. Availability of Premises

Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. Condition Report

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. Extra Keys

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn at the end of the tenancy without reimbursement.

44. Floor Protection

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

47. No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

48. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn or their respective contractors.

49. Shared Services

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

50. No Servicing Vehicles

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

51. Report Damage or Injury

The Renter shall notify Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

52. Notify Blockages

The Renter must as soon as practicable notify the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn or their respective contractors.

53. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

54. Rubbish

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. Pests

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

56. Hanging Clothes

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

57. Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn from time to time.

60. Rental Increase

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

61. Maintain Garden

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

62. Watering System

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn or their contractors.

63. Rental Provider Repairs

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn in writing.

64. Urgent Repairs

The Renter acknowledges that Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn during business hours or after hours information service on 0499 901 401 or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn approved after

hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

66. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn may impose reasonable conditions. It is not unreasonable for the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn to keep a pet at the Premises the Renter must complete and provide a pet request form.

67. Pools and Water Features

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provided further that at least 7 days' written notice has been given to the Renter.

69. Assignment and Sub-Letting

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn for any cost or charge incurred in preparing a written transfer of

this Agreement in accord with the fees within the Rental Provider's appointment of Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn as agent to manage the Premises.

70. Rental Provider Notice

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

71. Renter Notice

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

72. Periodic Tenancy

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn the following costs:

1. 1 Week Rent Including GST
2. Marketing costs as incurred by Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn; \$200
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

74. Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

75. No Set-Off

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

76. Remove Personal Property

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

77. Window Cleaning

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide Milan & Co Real Estate P/L t/a LJ

Hooker Craigieburn with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn but such notice shall only become effective on receipt by the Rental Provider or Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn.

83. Furnishings

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

84. Care for Furnishings

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

85. Repair/Replacement of Furnishings

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

86. Cost of Repairs/Replacements

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

87. Owners Corporation

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of

which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

INFORMATION ONLY

Privacy Collection Notice

As professional property managers **Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: (03) 9333 0212

Primary Purpose

As professional property managers, **Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.

The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address

<https://www.tenancydatabase.com.au/contact-us>

- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.

- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn** privacy policy can be viewed without charge on the **Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn** website; or contact your local **Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn** office and we will send or email you a free copy.

Disclaimer

Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the

Renter should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Milan & Co Real Estate P/L t/a LJ Hooker Craigieburn** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

INFORMATION ONLY

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Property Manager

Property Manager : **Aiden Be-Hanna** on behalf of **Hua Lai** (Rental Provider)



Signed at Thu, 31/08/2023 09:18

Renter(s)

Renter 1: **Khaleel Kajjo**



Signed at Fri, 01/09/2023 12:09

Renter 2: **Basma Kajjo**



Signed at Fri, 01/09/2023 12:11

Renter 3: **Kifah Hidayah**



Signed at Fri, 01/09/2023 12:15

AUDIT TRAIL

Aiden Be-Hanna (Property Manager)

Thu, 31/08/2023 09:18 - Aiden Be-Hanna stamped saved signature the Residential Rental Agreement

Thu, 31/08/2023 09:18 - Aiden Be-Hanna submitted the Residential Rental Agreement

Khaleel Kajjo (Renter)

Fri, 01/09/2023 10:18 - Khaleel Kajjo clicked 'start' button to view the Residential Rental Agreement

Fri, 01/09/2023 10:51 - Khaleel Kajjo clicked 'start' button to view the Residential Rental Agreement

Fri, 01/09/2023 11:28 - Khaleel Kajjo clicked 'start' button to view the Residential Rental Agreement

Fri, 01/09/2023 12:08 - Khaleel Kajjo clicked 'start' button to view the Residential Rental Agreement

Fri, 01/09/2023 12:09 - Khaleel Kajjo stamped saved signature the Residential Rental Agreement

Fri, 01/09/2023 12:10 - Khaleel Kajjo submitted the Residential Rental Agreement

Basma Kajjo (Renter)

Fri, 01/09/2023 11:27 - Basma Kajjo clicked 'start' button to view the Residential Rental Agreement

Fri, 01/09/2023 12:10 - Basma Kajjo clicked 'start' button to view the Residential Rental Agreement

Fri, 01/09/2023 12:11 - Basma Kajjo stamped saved signature the Residential Rental Agreement

Fri, 01/09/2023 12:11 - Basma Kajjo submitted the Residential Rental Agreement

Kifah Hidayah (Renter)

Fri, 01/09/2023 12:13 - Kifah Hidayah clicked 'start' button to view the Residential Rental Agreement

Fri, 01/09/2023 12:15 - Kifah Hidayah stamped saved signature the Residential Rental Agreement

Fri, 01/09/2023 12:15 - Kifah Hidayah submitted the Residential Rental Agreement

AGREEMENT END

From www.planning.vic.gov.au at 08 July 2025 12:17 PM

PROPERTY DETAILS

Address: **54 BRIDGEHAVEN DRIVE CRAIGIEBURN 3064**
Lot and Plan Number: **Lot 7311 PS630154**
Standard Parcel Identifier (SPI): **7311\PS630154**
Local Government Area (Council): **HUME**
Council Property Number: **675172**
Planning Scheme: **Hume**
Directory Reference: **Melway 386 G1**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)
[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 1 \(CDZ1\)](#)



CDZ - Comprehensive Development

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlay

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 7\(DPO7\)](#)



DPO - Development Plan Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

INFORMATION

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

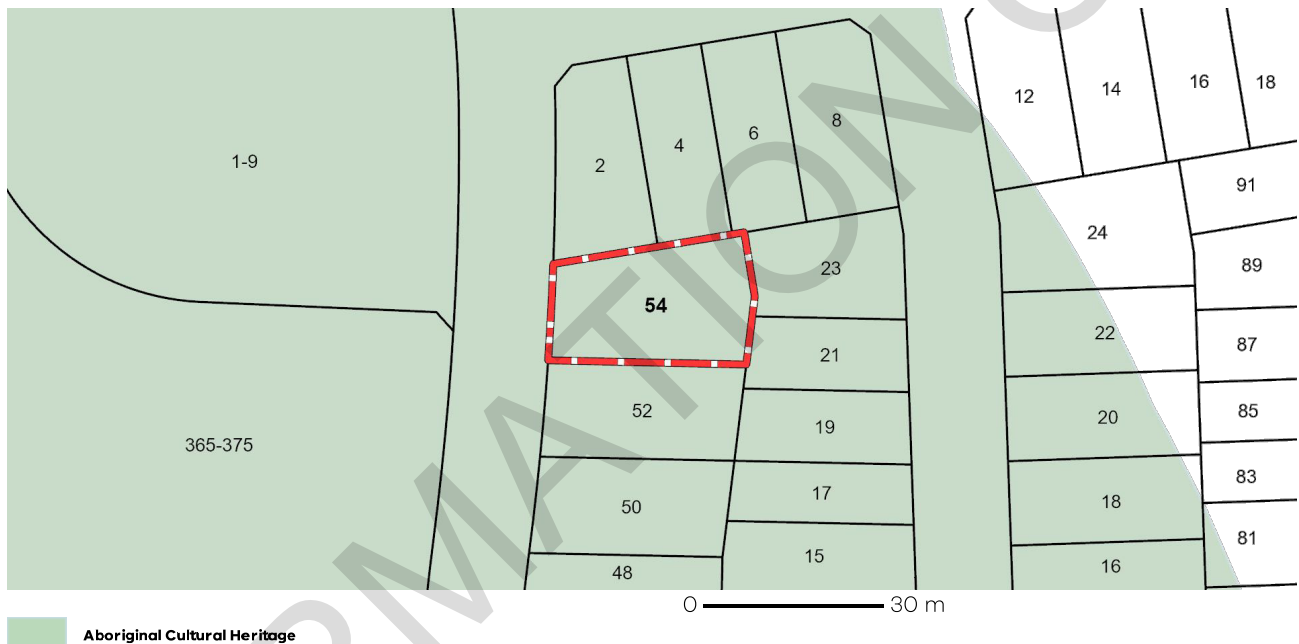
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.oav.nrms.net.au/oavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 3 July 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

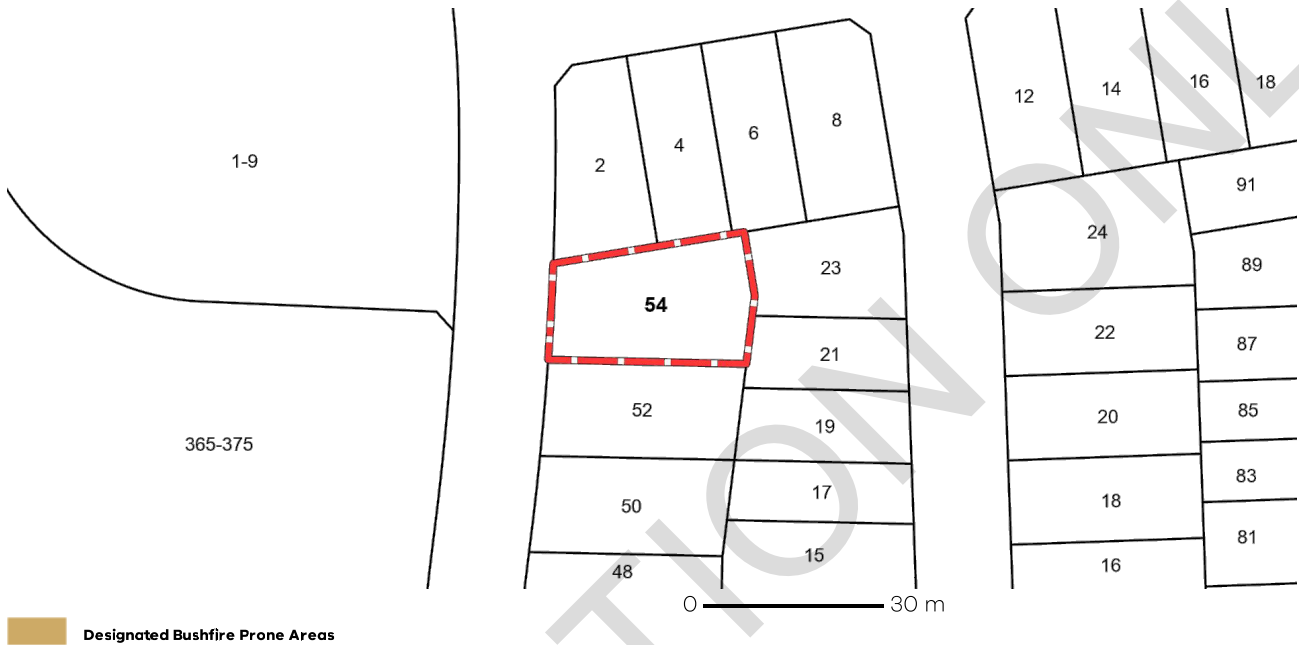
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.**

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvm.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

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 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

From www.land.vic.gov.au at 08 July 2025 12:17 PM

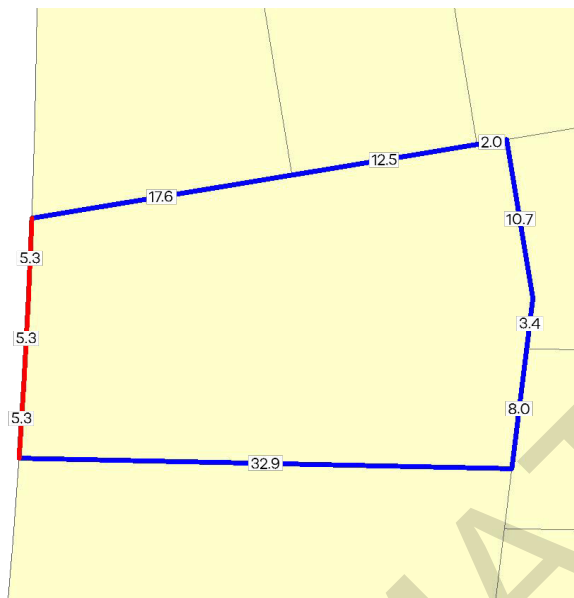
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Local Government Area (Council): **HUME**
Council Property Number: **675172**
Directory Reference: **Melway 386 G1**

www.hume.vic.gcv.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 627 sq. m

Perimeter: 103 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



 Selected Property

INFORMATION