

The Minister administering the *Biodiversity Conservation Act 2016* (NSW)

And

Robyn Janette Holden,
Peter Wayne Cartwright, and
William Paul Cartwright,
As joint executors of the Estate of the late W.A. Cartwright



Biodiversity Certification Agreement

Biodiversity Conservation Act 2016 (NSW)

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Agreement made at _____ **on** _____

Parties **Minister for Environment and Heritage** as the Minister administering the *Biodiversity Conservation Act 2016* (NSW) (**the Minister**)

And

Robyn Janette Holden;

Peter Wayne Cartwright;

William Paul Cartwright;

As joint executors of the Estate of the late W.A. Cartwright (**the Landowner**)

Background

- A. On 2 November 2021, the Landowner made an application for Biodiversity Certification (**Biodiversity Certification Application**) for land at Woodbury Ridge Sutton within the Yass Valley Council local government area, being Lot 1 DP1272209 (the **Biodiversity Certification Assessment Area**) under Part 8 of the BC Act.
- B. The Landowner is the registered owner of the Biodiversity Certification Assessment Area.
- C. The Biodiversity Certification Application relates to the proposed subdivision of the Biodiversity Certification Assessment Area.
- D. The Biodiversity Certification Assessment Report (**BCAR**) identified proposed conservation measures including:
 - 1. the establishment of four (4) separate biodiversity stewardship sites via Biodiversity Stewardship Agreements with the Biodiversity Conservation Trust;
 - 2. for land not within the Proposed Biodiversity Stewardship Sites:
 - i. the preparation of a Biodiversity Management Plan for the Subsequent Lots that contain avoided vegetation
 - ii. the establishment of a Section 88E instrument pursuant to the *Conveyancing Act 1919* over Subsequent Lots that contain avoided vegetation requiring the implementation of a Biodiversity Management Plan;
 - iii. the inclusion of by-laws, to be drafted within the Community Management Statement requiring the implementation of a Biodiversity Management Plan on Subsequent Lots that contain avoided vegetation, that will be prepared to the satisfaction of the Department;
 - iv. only clearing of groundstorey vegetation is permitted in areas shown in Schedule 1b of this Agreement in blue and is to be done in accordance with a Biodiversity Management Plan.

3. commitments to the ongoing monitoring of trees identified in the BCAR as superb parrot (*Polytelis swainsonii*) nest trees and the sharing of this information with the Department;
 4. the retirement of:
 - i. 37 Ecosystem Credits for impacts to PCT 1093 (or any equivalent PCT classification it may be known by in the future) and associated ecosystem credit species;
 - ii. 98 Ecosystem Credits for impacts to PCT 1330 (or any equivalent PCT classification it may be known by in the future) and associated ecosystem credit species;
 - iii. 87 Species Credits for impacts to superb parrot (*Polytelis swainsonii*) breeding habitat;
 - iv. 12 Species Credits for impacts to silky Swainson-pea (*Swainsona sericea*) habitat; and
 - v. 419 Species Credits for impacts to golden sun moth (*Synemon plana*) habitat.
- E. The retirement of Ecosystem and Species Credits is to be delivered in accordance with an order for Biodiversity Certification.
- F. This Agreement implements the findings and recommendations of the BCAR referred to in Background item (D) above.
- G. This Agreement will be registered on the title of the Biodiversity Certification Assessment Area. It will apply to the Avoided Land and all Subsequent Lots created by the subdivision of the Biodiversity Certification Assessment Area, including Subsequent Lots for residential occupation and the Proposed Biodiversity Stewardship Sites.
- H. Parts of the Agreement apply to the Landowner during the Development Phase, while other parts apply to the Subsequent Lot Landowners, and the Community Association respectively during the Occupation Phase.

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context indicates otherwise:

Agreement means this Agreement titled 'Biodiversity Certification Agreement' and includes all schedules.

Annual Report means a report in a format determined by the Environment Agency Head and contains reporting requirements as determined by the Biodiversity Management Plan.

Avoided Land means the land shown in green on the map in Schedule 1a of this Agreement.

BC Act means the *Biodiversity Conservation Act 2016* (NSW).

BC Regulation means the *Biodiversity Conservation Regulation 2017* (NSW).

Biodiversity Certification has the same meaning as in section 8.2 of the BC Act.

Biodiversity Certification Assessment Area has the meaning given in Recital A.

Biodiversity Certification Application has the meaning given in Recital A.

Biodiversity Certification Assessment Report (BCAR): means the biodiversity certification assessment report within the meaning of the BC Act dated 1 November 2021 prepared for the purposes of the Biodiversity Certification Application, referred to in Recital D.

Biodiversity Credit means a biodiversity credit created under Part 6 Division 4 of the BC Act and includes a reference to an Ecosystem credit and a Species credit.

Biodiversity Management Plan means the plan contemplated by section 3.3.3.2 of the BCAR and approved under clause 5.2 of this Agreement which will apply to the Avoided Land and areas limited to clearing of groundstorey vegetation only marked as such in Schedule 1b).

Biodiversity Stewardship Agreement has the same meaning as in section 1.6 of the BC Act.

Business Day means any day except for Saturday or Sunday or a day which is a public holiday in Sydney.

Certified Land means the Biodiversity Certification Assessment Area on which Biodiversity Certification has been conferred and is in force under Part 8 of the BC Act.

Clearing has the same meaning as in section 60C of the *Local Land Services Act 2013*.

Community Association means the association created under the relevant scheme documents in respect of the Biodiversity Certification Assessment Area under the *Community Land Development Act 2021*.

Community Management Statement means the management statement under the *Community Land Development Act 2021* for the relevant scheme on the Biodiversity Certification Assessment Area under that Act.

Department means the NSW Department of Planning and Environment and any name it may be known by in the future.

Development Completion means, in respect of each individual Subsequent Lot, completion of the development, triggered by the registration of the title for that Subsequent Lot.

Development Phase means, in respect of each individual Subsequent Lot, the period from the Effective Date until Development Completion for that Subsequent Lot.

EES means Environment, Energy and Science group of the Department.

Effective Date means the date on which Biodiversity Certification is conferred by the Minister on the Certified Land.

Environment Agency Head has the meaning given in section 6.1 of the BC Act.

EP&A Act means the *Environmental Planning & Assessment Act 1979* (NSW).

Landowner means, at the date of this Agreement, Robyn Janette Holden and Peter Wayne Cartwright and William Paul Cartwright as executors of the Estate of the late W.A. Cartwright, and thereafter any successors in title of the Biodiversity Certification Assessment Area, but excludes the Subsequent Lot Landowners.

Minister means the Minister of the State of New South Wales administering the BC Act and includes his or her successors in office and where not repugnant to the context includes the servants and agents of the Minister.

Occupation Phase means, in respect of each individual Subsequent Lot, the period commencing on the creation of the title for that Subsequent Lot and extending in perpetuity.

Party means a Party to this Agreement and includes a person or persons taken to be Parties to this agreement by operation of section 8.17 of the BC Act.

Plant community type (PCT): a NSW plant community type identified using the PCT classification system.

Proposed Biodiversity Stewardship Site means the land marked as such in Schedule 1c of this Agreement which is intended to be a 'biodiversity stewardship site' within the meaning of section 1.6 of the BC Act.

Registrar-General has the same meaning as in the *Real Property Act 1900* (NSW).

Section 88E instrument means an instrument established in accordance with section 88E of the *Conveyancing Act 1919* which requires compliance with the Biodiversity Management Plan approved under this Agreement.

Subsequent Lot means a lot in a scheme created in respect of the Biodiversity Certification Assessment Area under the *Community Land Development Act 2021* which is intended for use as a lot for residential development and occupation, and which is not intended to be further subdivided, or a lot on the Biodiversity Certification Assessment Area that is community property, precinct property or neighbourhood property within the meaning of the *Community Land Development Act 2021*, but does not include a community development lot within the meaning of that Act, the Proposed Biodiversity Stewardship Sites or any biodiversity stewardship site created on the Biodiversity Certification Assessment Area.

Subsequent Lot Landowner means the registered proprietor of a Subsequent Lot.

1.2 Interpretation

In this Agreement:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (a) **person** includes an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (b) a reference to a Party includes that Party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (c) a reference to a document is to that document as varied, novated, ratified or replaced from time to time;
- (d) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, reenactments and replacements;
- (e) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (f) a reference to a Party, clause, schedule, exhibit, attachment or annexure is a reference to a Party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (h) **includes** in any form is not a word of limitation;
- (i) where a schedule contains obligations of any Party then the obligation so expressed shall be read and construed and shall constitute obligation on the part of the relevant Party, as the case may be, to be performed or observed under this Agreement;
- (j) neither this Agreement nor any part of it is to be construed against a party on the basis that the Party or its lawyers were responsible for its drafting;
- (k) if a Party to this Agreement is subsequently made up of more than one person:
 - (i) an obligation of those persons is joint and several;
 - (ii) a right of those persons is held by each of them severally; and
 - (iii) any references to that party is a reference to each of those persons separately, so that (for example), a representation, warranty or undertaking is given by each of them separately.

1.3 Agreement to run with the land

In accordance with section 8.17 of the BC Act, when registered by the Registrar-General, this entire Agreement is binding on and is enforceable against:

- (a) the Landowner (excluding the obligations of the Subsequent Lot Landowners and Community Association in the Occupation Phase), and
- (b) the Subsequent Lot Landowners and the Community Association (excluding the obligations of the Landowner in the Development Phase), and

pursuant to section 8.17(1) and (5) of the BC Act, on creation of the Subsequent Lots and the Community Association, the Subsequent Lot Landowners and Community Association will become Parties to this Agreement and will then be bound by the obligations imposed on them in this Agreement.

2. Commencement

- (a) This Agreement is to be executed by the Parties and held in escrow by the Department prior to the Effective Date.
- (b) This Agreement shall become effective on the Effective Date.

3. Status of this Agreement

- (a) The Parties agree that this Agreement:
 - (i) is a biodiversity certification agreement within the meaning of Part 8 of the BC Act; and
 - (ii) establishes the obligations of the Landowner, the Subsequent Lot Landowners, and the Community Association to the applicable areas in the Biodiversity Certification Assessment Area.
- (b) For the purposes of clause 5.1(1)(c) of the BC Regulation, the Minister advises that the legal obligations created under this Agreement:
 - (i) are not created for biodiversity offset purposes; and
 - (ii) do not make provision for biodiversity offsets.

4. Registration of this Agreement and Notice to Purchasers

- (a) The Landowner agrees to use its best endeavours, and at its own expense, to lodge or arrange for the lodgement of this Agreement in registrable form with the Registrar-General within ten (10) Business Days of the Effective Date in order to secure the registration of this Agreement on the title to the Biodiversity Certification Assessment Area.
- (b) The Landowner, at its own expense and risk, must take all practicable steps and otherwise do anything the Minister reasonably requires, to procure:
 - (i) the execution of any documents necessary to enable registration of the Agreement on the title to the Biodiversity Certification Assessment Area; and
 - (ii) the registration of this Agreement by the Registrar-General in the relevant folios of the register as soon as possible after lodgement of the Agreement for registration under clause 4(a).
- (c) The Landowner, within 21 days of registration of this Agreement on the title to the Biodiversity Certification Assessment Area, must provide the Minister with evidence of registration of this Agreement.
- (d) The Landowner agrees to provide notice of this Agreement to purchasers of any land in the Biodiversity Certification Assessment Area.

5. Development Phase

5.1 Landowner obligations

- (a) The Landowner agrees to:
 - (i) comply with all relevant obligations of the Landowner set out in this Agreement;
 - (ii) within six (6) months of the Effective Date, prepare and submit to the Department for approval a draft Biodiversity Management Plan to apply to the Avoided Land;
 - (iii) prepare and register a Community Management Statement and Section 88E instrument applicable to all Subsequent Lots, with both documents requiring compliance by the Subsequent Lot Landowners, upon Development Completion, with the Biodiversity Management Plan.
 - (iv) include provisions in the Community Management Statement to require the Community Association, upon Development Completion, to assume the reporting responsibilities of the Landowner detailed in clause 5.7 of this Agreement;
 - (v) include provisions in the Community Management Statement for the retention of overstorey vegetation on the part of the Certified Land that is specified as “Groundstorey Impact Only” areas on the map in Schedule 1b.
 - (vi) take measures to implement the Biodiversity Management Plan immediately upon approval;
 - (vii) in good faith, apply to enter into four (4) Biodiversity Stewardship Agreements and, if successful, establish four (4) biodiversity stewardship sites over the Proposed Biodiversity Stewardship Sites.

5.2 Approval of Biodiversity Management Plan

- (a) The Department will, in good faith, make all reasonable attempts to approve a draft Biodiversity Management Plan within three (3) months of the draft Biodiversity Management Plan being submitted to the Department by the Landowner. If the Draft Biodiversity Management Plan is not approved, the Department will provide reasons why it is not approved.

5.3 Disturbance to Avoided Land

During the Development Phase, the Landowner must:

- (i) pending approval of the Biodiversity Management Plan, ensure that there is no disturbance of the Avoided Land, including the removal of any native vegetation, fallen timber or habitat, or any earthworks, from the Avoided Land; and
- (ii) upon approval of the Biodiversity Management Plan, comply with the Biodiversity Management Plan.

5.4 Reasonable steps

The Landowner agrees to take all reasonable steps to ensure that persons who enter or intend to enter the Avoided Land comply with the Landowner's obligations referred to in clause 5.3, until such time as Subsequent Lots are created over the Avoided Land.

5.5 Clearing

The Parties acknowledge that clause 5.3 and 5.4 apply, despite any legislation, regulation, rule or code which provides that the Landowner is permitted to clear vegetation on the Avoided Land.

5.6 Effect of overlapping obligations in the Development and Occupation Phases

Clauses 5.3, 5.4 and 5.5 are effective until such time that the Occupation Phase commences for a Subsequent Lot. Upon commencement of the Occupation Phase for a Subsequent Lot, these obligations become the obligations of the Subsequent Lot Landowner.

5.7 Reporting requirements of the Landowner

- (a) During the period from the Effective Date to Development Completion, the Landowner must complete and submit an Annual Report in the form requested by, and to the satisfaction of, the Environment Agency Head.
- (b) An Annual Report must be prepared for each reporting period. A reporting period means the period of 12 months after the Effective Date, and each subsequent period of 12 months.
- (c) The Annual Report for the reporting period must be provided to the Environment Agency Head within 60 days after the end of each reporting period.

6. Occupation Phase

6.1 Land management obligations

The Subsequent Lot Landowners must:

- (a) Comply with all relevant obligations of Subsequent Lot Landowners set out in this Agreement;
- (b) Comply with the Section 88E instrument affecting the Subsequent Lot; and
- (c) Comply with the biodiversity protection By-Laws contained within the Community Management Statement, including but not limited to compliance with the approved Biodiversity Management Plan.

6.2 Community Association Obligations

The Community Association must:

- (a) Comply with all relevant obligations of the Community Association set out in this Agreement;

- (b) Use its best endeavours to require compliance by all Subsequent Lot Landowners with the biodiversity protection By-Laws contained within the Community Management Statement, including but not limited to compliance with the approved Biodiversity Management Plan; and
- (c) Upon Development Completion of all Subsequent Lots, meet the obligations of the Landowner to provide the Annual Report contained in clause 5.7 of this Agreement.

7. Biodiversity Stewardship Sites

In the event of any inconsistency between this Agreement and a Biodiversity Stewardship Agreement entered into over the Avoided Land, the Biodiversity Stewardship Agreement will prevail.

8. Enforcement

- (a) The Parties acknowledge that the Minister has rights under the BC Act and at Law in the event of a default by the Landowner under this Agreement, including rectification rights.
- (b) In accordance with section 13.16 of the BC Act, and without limiting other remedies available to the Minister, the Minister or a person acting with the written consent of the Minister, may bring proceedings in the Land and Environment Court for an order to remedy or restrain a contravention of this Agreement.

9. Permissions, consents and authorisations

Each Party to this Agreement is responsible for obtaining all necessary licences, consents, authorisations, permits or approvals in order to lawfully comply with and carry out its obligations under this Agreement.

10. Dispute resolution

- (a) Where there is a dispute, difference or claim (**dispute**), the Party raising the dispute must, in writing, notify the other Parties of the nature of the dispute, including the factual and legal basis of the dispute.
- (b) Within 14 days of the notice, the Parties, or nominated senior representatives of the Parties, must confer to attempt to resolve the dispute, and if the dispute cannot be resolved within 21 days of the written notice, the Parties will refer the matter to mediation.
- (c) The Parties will agree on a mediator, the terms of appointment of the mediator and the terms of the mediation in writing within 28 days of the referral of the matter to mediation under clause 11(b). If they cannot agree on those matters, the Parties are to mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.

- (d) If the matter has not been resolved within 28 days of the appointment of the mediator, the mediation process will be at an end and any party may commence court proceedings in respect of the dispute.
- (e) Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- (f) The Parties are to share equally the costs of the President (if any), the mediator and the mediation.

11. GST

- (a) The Parties to this Agreement acknowledge and agree that for any taxable supply made by one Party to another Party under this Agreement the Party which has received the supply will on receipt of a tax invoice from the supplier make a payment to the supplier that covers both the value of the supply and the GST liability of the Party that has made the supply.
- (b) This clause will not merge on completion or termination of this Agreement.
- (c) Words used in this clause that are defined in the GST Law have the meaning given in that legislation.
- (d) In this clause, GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

12. Releases and indemnities

- (a) The Parties to this Agreement agree to carry out their obligations under this Agreement at their own risk.
- (b) Each Party, other than the Minister (severally, not jointly), agrees to release and indemnify the Minister from any claim, liability or loss arising from, and costs incurred in connection with a breach of the respective obligations of the Party under this Agreement except to the extent caused or contributed to by the Minister's negligent act or default under this Agreement.
- (c) The indemnity in clause (b) is a continuing obligation, independent of the other obligations of the Party under this Agreement and continues after the Agreement ends.

13. Costs

- (a) Subject to clause 13, each Party bears its own costs in connection with the preparation and execution of this Agreement.

14. General provisions

14.1 Prior representations

No Party can rely on an earlier document, anything said or done by another Party, or by an authorised officer, agent or employee of that Party, before the Agreement was executed.

14.2 Further acts

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

14.3 Governing law and jurisdiction

This Agreement is governed by the laws of the State of New South Wales and the Parties agree to submit to the jurisdiction of the courts of that State.

14.4 No fetter

- (a) Without prejudice to or limiting the express obligations that each Party has agreed to perform under this Agreement, this Agreement is not intended to operate to fetter, in any unlawful manner:
 - (i) the sovereignty of the Parliament of the State of New South Wales to make any law;
 - (ii) the power of the Executive Government of the State of New South Wales to make any statutory rule; or
 - (iii) the exercise of any statutory power or discretion of any Minister of the State.
- (b) Nothing in this Agreement is to be construed as requiring any Party to do anything that would cause it to be in breach of any of its obligations at law, and without limitation and nothing in this Agreement is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

14.5 No joint venture, etc.

Unless otherwise stated:

- (a) nothing in this Agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the Parties; and
- (b) no Party has the authority to bind any other Party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other Party or to pledge any other Party's credit.

14.6 Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under this Agreement.

14.7 Severability

- (a) If any part of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

- (b) If any part of this Agreement is illegal, unenforceable or invalid, that part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

14.8 Variation

No variation of this Agreement will be of any force or effect unless it is in writing and signed by all the Parties.

14.9 Waiver

- (a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or a breach of obligation by, another Party.
- (b) A waiver by a Party is only effective if it is in writing.
- (c) A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

14.10 Good faith

Each Party must act in good faith towards all other Parties and use its best endeavours to comply with the spirit and intention of this Agreement.

15. Publication

Each party acknowledges that a copy of this Agreement is to be published on a NSW government website maintained by the Environment Agency Head in accordance with clause 8.5 of the BC Regulation.

The Environment Agency Head will restrict access to all personal information contained in this Agreement in accordance with the *Privacy and Personal Information Protection Act 1998*.

16. Notices

16.1 Form

Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing delivered, posted or sent by electronic service address to that Party at its addresses set out below.

The Minister

Address: Environment Energy and Science Group
Department of Planning and Environment
Locked Bag 5022
PARRAMATTA NSW 2124

Attention: 


Telephone: [REDACTED]

Email address: [REDACTED]

The Landowner

Address: The Executors of the Estate of the late W A Cartwright
[REDACTED]
[REDACTED]

Attention: [REDACTED]

Telephone: [REDACTED]

Email address: [REDACTED]

16.2 Change in details

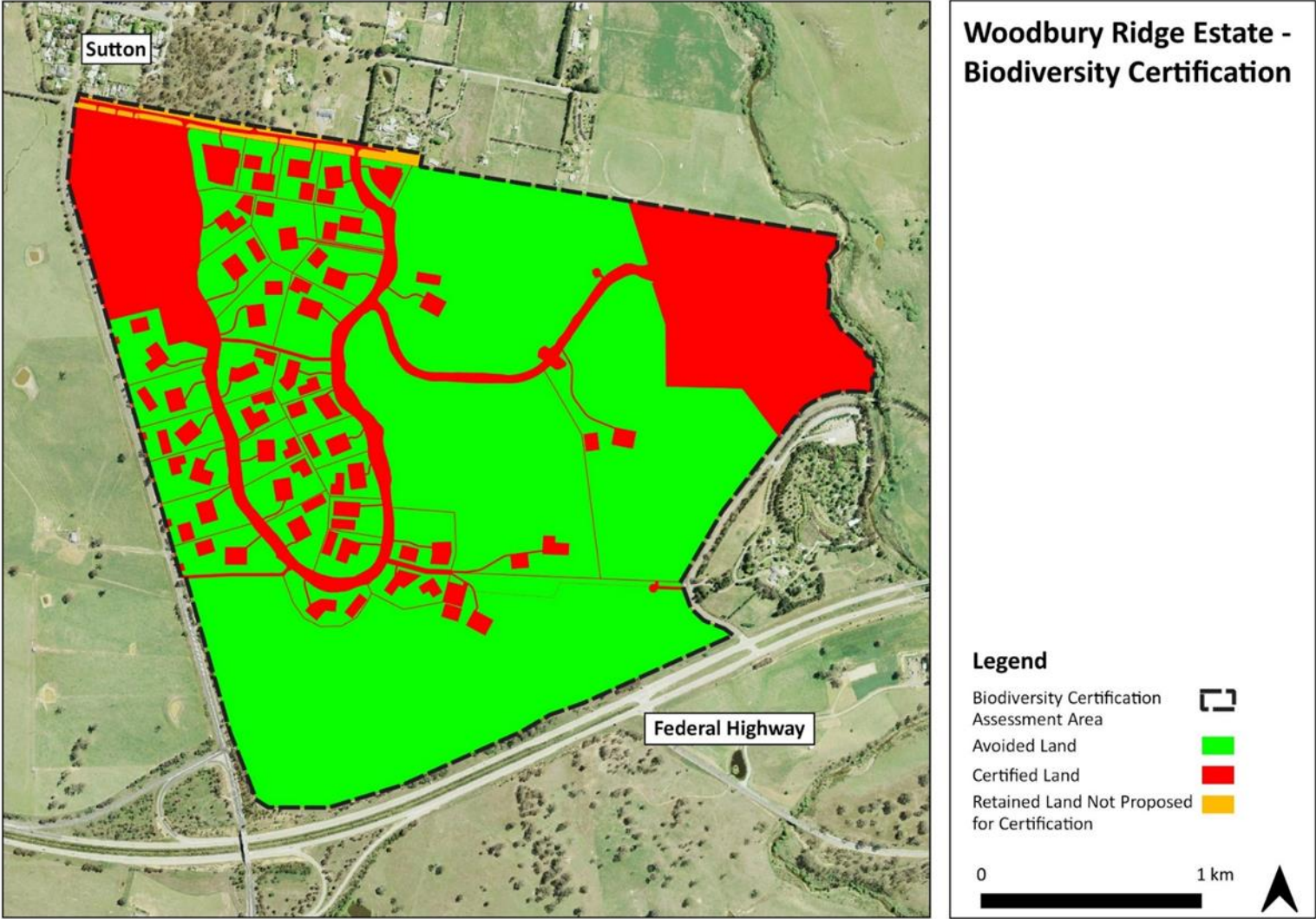
The name or title of the nominated officer or the address for the Parties referred to in clause 16.1 above may be updated from time to time by a further written notice being sent to the other Parties by the Party (which in the case of the Minister may include an officer of EES) advising of the new officer (or title of an office) and address to which such documents, information or notification may be sent.

16.3 Receipt

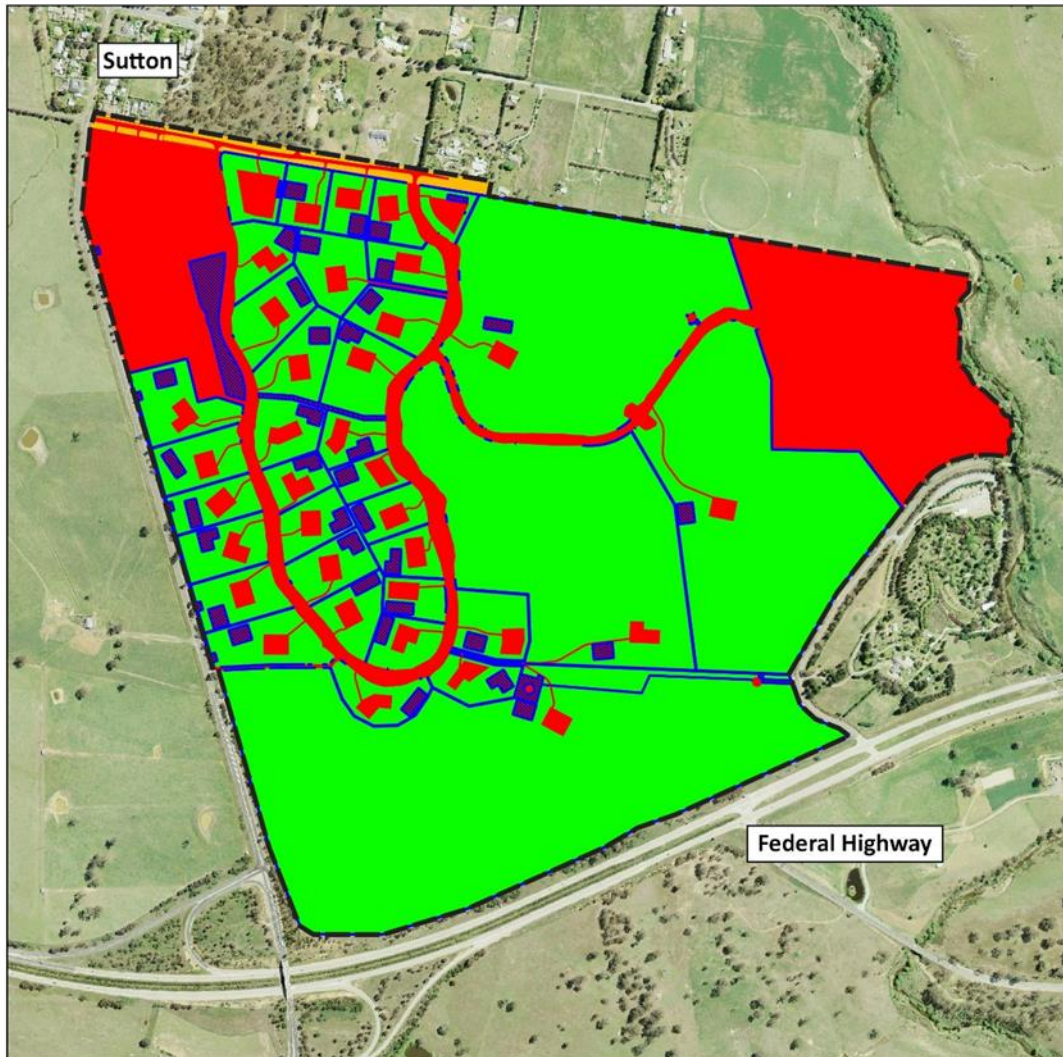
- (a) Any notice, consent, information, application or request is to be treated as given or made at the following time:
 - (i) if it is delivered, when it is left at the relevant address;
 - (ii) if it is sent by post, two (2) Business Days after it is posted (unless the contrary is proved); or
 - (iii) If it is sent by electronic service address, by transmitting an electronic copy of the document to that address.
- (b) If any notice, consent, information, application or request is delivered or sent by electronic service address, on a day that is not a Business Day or after 5pm on any Business Day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

Schedule 1 – Woodbury Ridge Estate Land Use Maps

Schedule 1a



Schedule 1b



Woodbury Ridge Estate - Biodiversity Certification

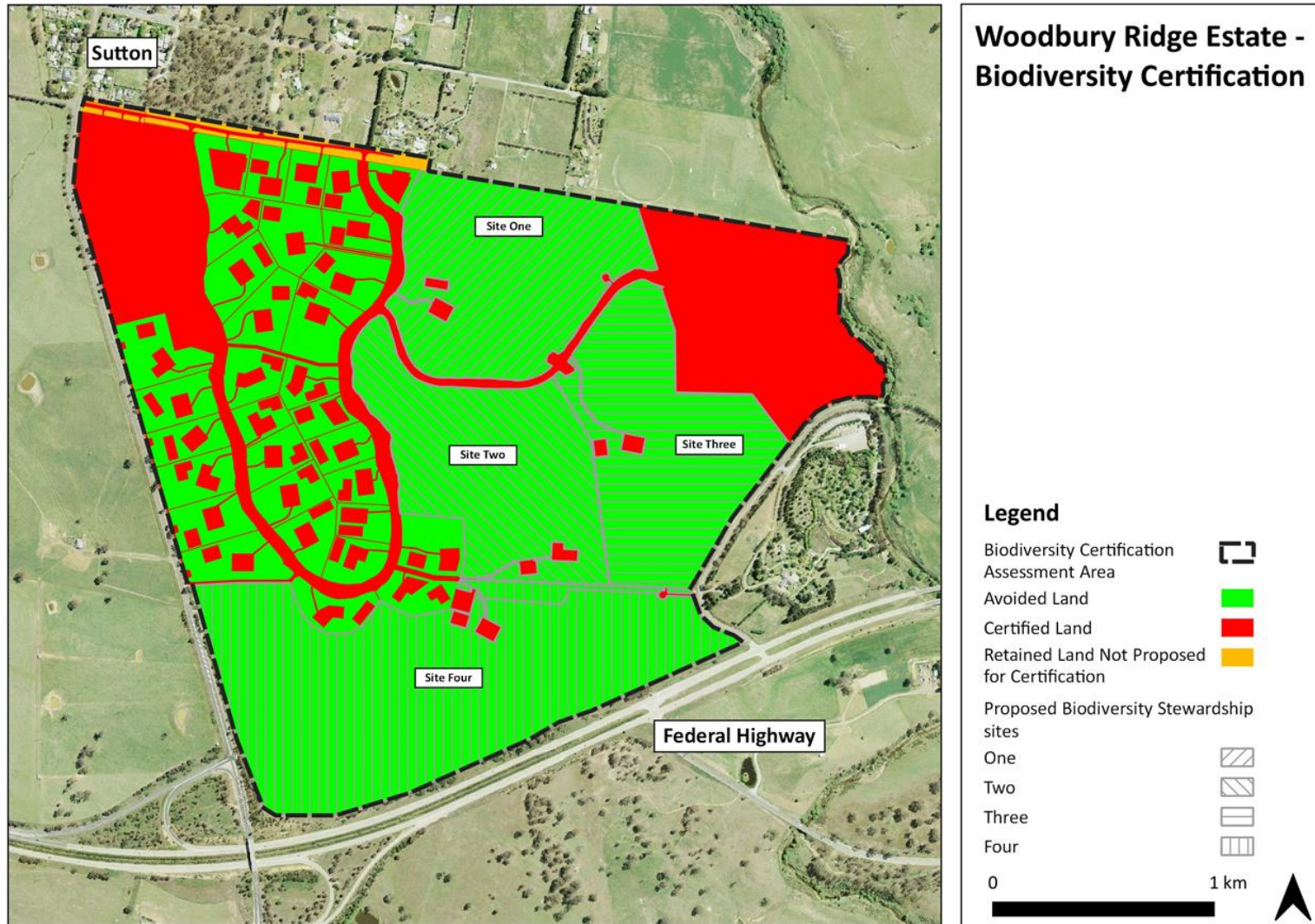
Legend

- Biodiversity Certification Assessment Area 
- Avoided Land 
- Certified Land 
- Retained Land Not Proposed for Certification 
- Groundstorey Impacts Only within Certified Land 

0 1 km



Schedule 1c



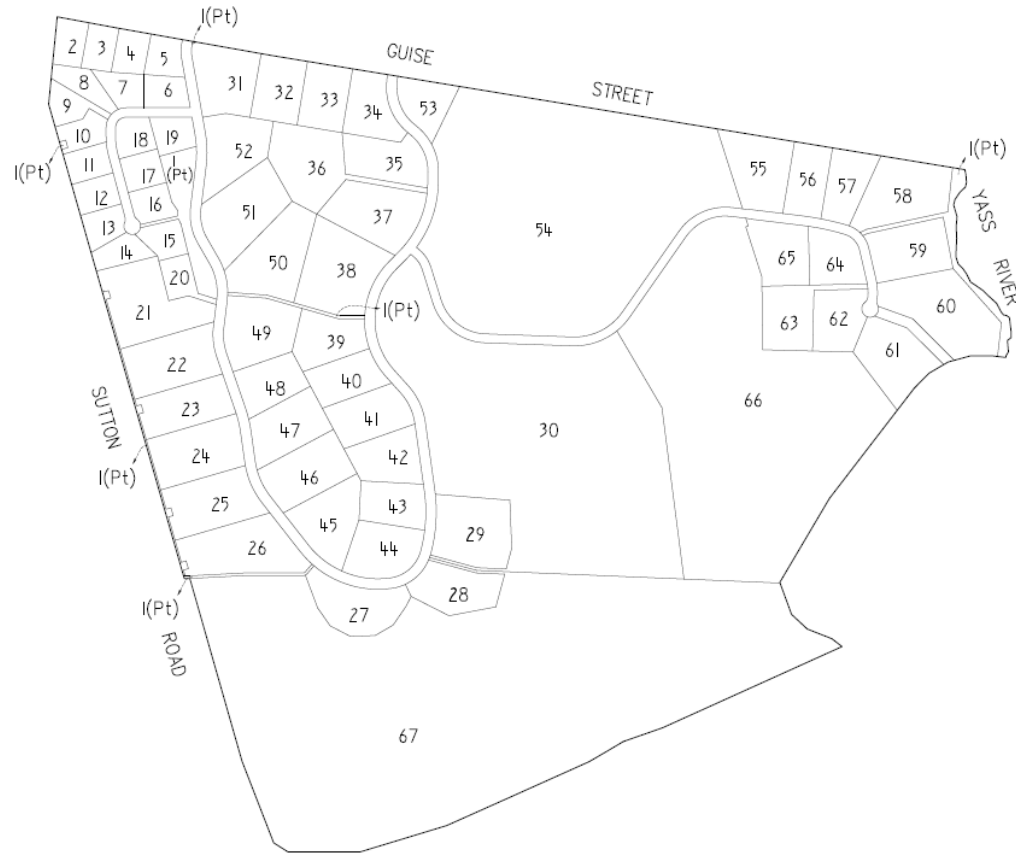
Note: Proposed Biodiversity Stewardship Agreement Sites in Schedule 1b have been nominally ordered for the purpose of identification only in this document and may not reflect the actual order in which the sites are established or later labelled.

Schedule 1d

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 4 sheets



Surveyor: DAVID AMBROSE STONE Date of Survey: xx/xx/2021 Surveyor's Ref: 2202074	PLAN OF SUBDIVISION OF LOT 1 DP1272209	LGA: YASS VALLEY Locality: SUTTON Subdivision No: Lengths in metres Reduced Ratio 1:500	Registered	DP
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0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Executed as an agreement under section 8.16 of the BC Act

Executed on behalf of the Honourable James Griffin, MP Minister for Environment and Heritage for the State of New South Wales as the Minister administering the *Biodiversity Conservation Act 2016 (NSW)*

Electronic signature of me, Dean Knudson, 6 April 2022



Delegate for the Hon. James Griffin, MP, Minister for Environment and Heritage



Name of Witness in full (written in block letters)



Signature of Witness

By signing this document, the witness states that they witnessed the signature of Dean Knudson over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000.

Executed by Robyn Janette Holden, Peter Wayne Cartwright, William Paul Cartwright as executors of the Estate of W.A. Cartwright



Robyn Janette Holden



Witness



Peter Wayne Cartwright



Witness



William Paul Cartwright



Witness