

Australian Capital Territory

**LAND (PLANNING AND ENVIRONMENT)
DETERMINATION OF THE APPROVED FORM
OF LAND MANAGEMENT AGREEMENT 2003**

Approved form AF2003-17

Disallowable Instrument DI2003-253

made under the

***Land (Planning and Environment) Act 1991 section
287A***

I REVOKE Instrument No 271 of 1999 and DETERMINE the approved form of the Land Management Agreement at Schedule 1 to this instrument.

Simon Corbell MLA
Minister for Planning

21 August 2003

AF2003-17

LAND MANAGEMENT AGREEMENT

BETWEEN

.....

(LESSEE)

AND

THE TERRITORY

(as represented by the PLANNING AND LAND AUTHORITY)

BLOCK: SECTION:
DISTRICT

PROPERTY NAME:
ROAD/LOCALITY

DATE: (MONTH/YEAR)

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1. INTRODUCTION

Land Management Agreements are required by Part 186C of the *Land (Planning and Environment) Act 1991* for all non-urban leases. These agreements between the Lessee and the Territory are required to establish a co-operative management regime for non-urban land in the ACT.

1.1 OBJECTIVES

The principal objective of this Land Management Agreement is to establish appropriate management practices for the subject lease that achieve the land management aims of both the lessee and Territory.

This objective is to be achieved by:

- a) agreeing on general management goals, regimes and responsibilities (Section 2);
- b) documenting the current state of the subject property (Section 3);
- c) recognising achievement of environmental management goals and resolution of environmental issues;
- d) identifying issues requiring attention in relevant Land Action Plan (Section 4); and
- e) proposing appropriate action for the management of specific issues or resolving particular problems (Section 4).

1.2 STRUCTURE

The Land Management Agreement has three principal components. Each component needs to be read in the context of the above objectives and the stated roles and responsibilities:

- Statement of Responsibilities** (refer Section 2)
This statement outlines the agreed responsibilities of the Lessee and the Territory. In addition it identifies the minimum and desirable management standards to be achieved during the term of the agreement;
- Site Assessment** (refer Section 3)
This assessment is intended to document the current state of your lease and to recognise appropriate management and resolution of past management issues. It is primarily an environmental audit of the property to be completed by the Lessee and is to be conducted on a maximum five year cycle; and
- Land Action Plans** (refer Section 4)
Land Action Plans outline the management strategies by Lessees to resolve particular land management problems on the subject site. They may include a commitment by the Territory to initiate works in relation to the subject site or adjacent land.

A review of this Agreement will be required every 5 years or on the re-issuing variation or transfer of the lease or on the written request of the Lessee or the Territory, which ever occurs first. If existing management practices are retained and there is no adverse impact on the environment over this period, no changes to the Agreement will be required.

1.3 INSTRUCTIONS FOR COMPLETION OF AGREEMENT

Steps to complete Land Management Agreement:

- 1. Read Introduction (Section 1).*
- 2. Read Statement of Responsibilities (Section 2).*
- 3. Complete Site Assessment (Section 3).*
- 4. Prepare drafts of relevant Land Action Plan (Section 4).*
- 5. Contact Environment ACT to arrange a site inspection and finalisation of Agreement.*
- 6. Sign Statement of Responsibilities (Section 2).*

Should you have any questions, please contact the person listed below.

Contact Officer
(Environment ACT):
Telephone:

2. STATEMENT OF RESPONSIBILITIES

2.1 INTRODUCTION

This Section establishes a general understanding of the roles and responsibilities of the parties to this agreement. In addition, it establishes the term, review mechanisms and dispute resolution process in respect of the Agreement.

2.1.1 Objectives

The objective of this Statement of Responsibilities is to:

1. identify, document and agree on the general roles and responsibilities of both the Lessee and Territory in respect of the management of individual lessees; and
2. agree to the implementation of Land Action Plan where appropriate.

2.1.2 Definitions

For the purpose of this Agreement:

1. the 'lessee' includes the current lessee (name), their representatives and/or agent; and
2. the 'Territory' includes the Planning and Land Authority, a body corporate established by section 7 of the Planning and Land Act 2002 (ACT), or a delegate of the Planning and Land Authority.

2.2 LESSEE RESPONSIBILITIES

1. Lessees recognise:
 - a) their role as principal land manager;
 - b) their need to operate the property as a viable business enterprise and/or lifestyle investment;
 - c) their need to contribute to the management of community values on that land; and
 - b) the role of the Territory as outlined in Section 2.3.
2. The Lessee will manage the subject land for those existing and proposed uses as outlined in Section 3.2. No review of this Agreement will be required for a change of use unless:
 - a) the proposed use is inconsistent with the purpose clause of the subject lease; or

- b) the proposed use has the potential to create significant environmental damage or harm (as summarised in Sections 3.2 & 4.1).
- 3. For the term of this agreement the Lessee will manage the land in a way which achieves the standards identified in Section 3 (Site Assessment).
 - (a) If due to circumstances beyond the control of the lessee, the lessee is unable to achieve those standards, the lessee will notify the Territory and the lessee and Territory will hold discussions to consider whether those standards should be changed.
- 4 For the term of this agreement, the Lessee will, where relevant, manage that portion of their lease designated as public land by the Territory Plan, in accordance with the adopted (name) plan of management for that area.

2.3 TERRITORY RESPONSIBILITIES

- 1. The Territory recognises that its land management role includes:
 - a) active management of public lands, reserves and non-leased land;
 - b) consideration of broad community views and values;
 - c) providing consistent ethos in territory actions;
 - d) educating, co-ordinating and monitoring activity in the non-urban areas of the Territory;
 - e) assisting Lessees to prepare Land Management Agreements by providing relevant mapping bases, recent aerial photos, results of research and technical assessments and changes in policy which have occurred since the previous Agreement;
 - f) advising rural lessees on land management issues;
 - g) facilitating information access by lessees to advice/assistance provided by the territory.; and
 - h) monitoring and enforcing Land Management Agreements where appropriate.

i)contribute to management of community values.

- 1. The Territory also recognises the role of Lessee as principal land manager as outlined in Section 2.2.
- 2. The Territory will contribute to the management of the subject land through the provision of appropriate resources and in the ways specifically identified in the Land Action Plan contained in Section 4 below.
- 3. The Territory appoints (name).....
(Phone:) as the principal point of contact for the Lessee with Territory Agencies in respect of this Agreement and agrees to advise the Lessee of the name of any replacement in the event that this contact is no longer applicable.

2.4 REVIEW

1. This Agreement will remain in force until amended and/or replaced by a subsequent agreement.
2. In the event of sale or transfer of the subject lease, this Agreement will remain binding on the purchaser, their representative and/or their agents and until such time as it is reviewed and formally adopted or a new Agreement is prepared and signed by the purchasing lessee.
3. The Agreement will be reviewed and replaced by a subsequent agreement within five (5) years from the date of signing, unless a prior review is instigated by:
 - a) the renewal, reissuing, variation or transferral of the lease;
 - b) a request in writing from either party to the other;
 - c) the Lessee advising the Territory in writing that they intend to amend the use (*as outlined in Section 3.2*) to or to include one or more of the following agricultural types:
 - horse agistment / equestrian facility (excluding horses used for or in primary production);
 - goat or deer farming;
 - irrigated horticulture;
 - irrigated viticulture;
 - irrigated market gardening; and
 - tourism facility or farm-stay accommodation.These uses have been identified as needing Land Action Plans, which documents relevant management strategies. These Land Action Plans are to be documented in Section 4 of this agreement.

2.5 DISPUTE RESOLUTION

The parties agree that they will seek to resolve any issue or problem (“dispute”) which might arise between them under this Agreement in accordance with the following:

1. Any party claiming that a dispute has arisen under this agreement shall give written notice to the other party, designating as its representative a person with authority to settle the dispute. The other party shall, within [14] days of receiving such a notice, give notice to the first party, designating as its representative a person with authority to settle the dispute;
2. Within [14] days of the second notice referred to in paragraph 1 of this clause, the representatives shall meet and in good faith seek to resolve the dispute as quickly as possible;
3. If the dispute is not resolved within the following [14] days (or within such period as the representatives may agree), then the parties will proceed to mediation. Within a further [14] days, the parties will seek to agree upon a

mediator as well as a procedure and timetable for any exchange of documents and other information relating to the dispute, and the procedure for mediation. Each party will be responsible for one half of the costs of engaging the mediator;

- 4. The parties agree that the purposes of any exchange of documents and information, and of any offers which may be made during this process, is to attempt to settle the dispute. Neither party may use any such documents, information or offers for any purpose other than an attempt to settle the dispute; and
- 5. If;
 - i. a party fails to comply with the timetable set out in this clause; or
 - ii. the parties fail to agree on the appointment of a mediator;
 - iii. the dispute is not resolved by mediation,

then where paragraph (i) applies the other party may, and where paragraph (ii) or (iii) applies either party may, refer the dispute to the [Minister] for a decision. [The Minister’s decision shall be final and binding on the parties].

2.6 AGREEMENT

In respect of Block Section District of, we, the undersigned representing the Lessee and Territory, agree:

- 1. to manage the subject land in accordance with this Statement of Responsibilities;
- 2. that the information contained in the Site Assessment (Section 3 of this document) represents an accurate statement of the state of the subject land at the time of assessment;
- 3. to implement the Land Action Plan as appropriate (Section 4 of this document).

..... Lessee Witness
Signed by the Conservator of Flora and Fauna, a delegate of the Planning and Land Authority, in the presence of (<i>name of witness</i>)))) Delegate) Witness

3. SITE ASSESSMENT

3.1 PURPOSE

The objective of this Site Assessment is to:

- a) document the current state of health of the subject property and adjoining land where appropriate;
- b) assist in the preparation of Land Action Plan and private property management plans;
- c) recognise the achievement of environmental management goals by the Lessee;
- d) recognise the existence of previous Land Management Agreements and achievements made by the Lessee under that Agreement; and
- e) identify issues requiring further attention by the Lessee in conjunction with territory agencies through relevant Land Action Plan (Section 4 below).

This Assessment is an opportunity for the Lessee to review management techniques and goals as well as identifying ways in which assistance is required to achieve those goals. It gives the Lessee and Territory a benchmark environmental report on the subject lease and on adjacent lands. Joint agreement is required on this Site Assessment.

This Site Assessment can be used to assist the preparation of a private Property Management Plan and forms part of compliance with the 'general environmental duty' required of Lessees under the Environment Protection Act 1997.

Instructions:

To complete this Section of the Land Management Agreement, either provide the information required or tick the boxes (☐) provided.

A topographic map and a current aerial photograph of your lease have been provided by Environment ACT. Please mark on the map all relevant issues as indicated at the commencement of each section.

Completion of this Assessment will require the use of two principal techniques:

1. Visual Assessment:

This technique involves you inspecting particular aspects of your land and undertaking some quick measurements. Although the majority of this should be able to be undertaken by yourself, you may engage whatever help you feel is necessary including assistance from the local land care group or other sources.

This Assessment recognises a number of factors that may be documented through the use of photographs. In using this approach it is important that a camera with a similar lens is used in each Assessment and that the photos are taken from the same place and in the same direction. These details can be recorded under the photos.

2. Technical Assessment:

Technical assessments are required in respect of sites of significant environmental value and heritage value. The Territory will undertake assessments of these sites in conjunction with you.

3.2 EXISTING AND INTENDED PRINCIPAL USES OF LEASE

Property Size

What is the size of the Subject Lease?

..... hectares

3.2.2 Existing Enterprise

What are the principal EXISTING ENTERPRISES currently being undertaken on the subject property?

- 1. Grazing
- 2. Cropping
- 3. Horse Agistment/Equestrian Facility(excluding horses used for or in primary production) (Land Action Plan required)
- 4. Goat or Deer farming (Land Action Plan required)
- 5. Horticulture (Land Action Plan required if irrigated)
- 6. Viticulture (Land Action Plan required if irrigated)
- 7. Market Gardening (Land Action Plan required if irrigated)
- 8. Tourism Facility / Farm Stay Accommodation (Land Action Plan required)
- 9. Other (Please Specify):

What is the current stock carrying capacity of your lease expressed in Dry Sheep Equivalent (DSE)?

..... DSE

What is your current stocking level? (Please provide approximate number and Total DSE equivalents for each stock type.)

Note: For the purpose of this assessment, on average:

- 1 sheep = 1.0 DSE
- 1 cow = 10.0 DSE
- 1 kangaroo = 0.75 DSE
- 1 horse = 12.0 DSE
- 1 goat = 1.0 DSE

Type of Animal:	Number:.....	Total DSE:
Type of Animal:	Number:.....	Total DSE:
Type of Animal:	Number:.....	Total DSE:
Type of Animal:	Number:.....	Total DSE:

Total Number..... Total DSE:

Comments

.....

3.2.3 Proposed Enterprise

What is the principal PROPOSED ENTERPRISE(S) to be undertaken on the subject property?

- 1. No change proposed (refer above)
- 2. Grazing
- 3. Cropping
- 4. Horse Agistment/Equestrian Facility(excluding horses used for or in primary production)
(Land Action Plan required).....
- 5. Goat or Deer farming (Land Action Plan Required)
- 6. Horticulture (Land Action Plan required if irrigated)
- 7. Viticulture (Land Action Plan required if irrigated).....
- 8. Market Gardening (Land Action Plan required if irrigated).....
- 9. Tourism Facility/Farm Stay Accommodation (Land Action Plan required).....
- 10. Other (Please Specify):

What is your anticipated average stocking level? (Please provide approximate number and Total DSE equivalents for each stock type.)

Note: For the purpose of this assessment, on average:

- 1 sheep = 1.0 DSE
- 1 cow = 10.0 DSE
- 1 kangaroo = 0.75 DSE
- 1 horse = 12.0 DSE
- 1 goat = 1.0 DSE

Type of Animal:	Number:.....	Total DSE:
Type of Animal:	Number:.....	Total DSE:
Type of Animal:	Number:.....	Total DSE:
Type of Animal:	Number:.....	Total DSE:
<hr/>		
Total	Number.....	Total DSE:

Comments

.....

3.3 ENVIRONMENTAL FACTORS

This section considers a range of Environmental Factors, which have been recognised as contributing to the state of health of your lease.

3.3.1 Soil Condition

Reason for Assessment:

Soil loss and salinity are major problems facing rural land management. The loss of soil from a lease through erosion has the potential to impact on the productivity of the lease, as well as creating land management and water quality issues elsewhere in the catchment. Such issues include:

- *increased nutrient levels in water courses, dams and lakes resulting in algal blooms;*
- *sedimentation of water courses increasing the potential for flooding; and*
- *decreased water quality for aquatic ecosystems and down stream uses.*

Salinity has the potential to impact on the productivity of the lease, as well as creating land management and quality issues elsewhere in the catchment. This Assessment and associated Land Action Plan are designed to minimise soil loss from your lease and associated problems down stream, as well as reducing salinity problems.

Method of Assessment:

Visual Assessment - Show on Plan the location of:

- *all active gully erosion and its relationship to permanent rivers and streams;*
- *area/s of bare ground larger than 50m²; and*
- *areas affected by salinity.*

Document with photos and identified locations and extent on plan.

'Yes' to any of the following questions will require the completion of Section 4.10

1. Do you have active gully erosion on your lease?

- Yes
- No

Are these gullies discharging directly into permanent rivers and streams

- Yes
- No

2. What is the current extent of ground cover on your lease?

- less than 70%
- 70-90%
- 90-100%

3. Excluding areas of cultivation ground, are there any patch or patches of bare ground larger that 50m² on your lease?

- Yes
- No

**4. Do you have salt-indicating plants on your lease?
(E.g. Sea Barley Grass, Couch, Annual Beard Grass, Spike Rush, Strawberry Clover).**

- Yes
- No

3.3.2 Water Quality and Riparian Zones

Reason for Assessment:

The management of water and riparian zones along permanent watercourses has significant implications both for the lease and for catchment management.

Failure to adequately manage these resources can result in:

- *increased impact of dry summers and droughts on your and adjoining leases;*
- *increased soil erosion and sedimentation downstream;*
- *decrease riparian habitats;*
- *increase water nutrient levels with associated potential for algal blooms; and*
- *decreased water quality for down stream users.*

This assessment and associated Land Action Plan are not intended to remove the rights of lessees to access water in permanent watercourses for agricultural and domestic purposes. However, they are intended to ensure that this access does not impact on users downstream or on the quality of the water and the riverine environment.

Method of Assessment:

Visual Assessment – Show on the Plan the location of:

- *dams and water infrastructure (including bores);*
- *extent of vegetation and fencing along riparian zones.*

'Yes' to any of the following questions will require the completion of Section 4.11

1. Is there adequate water available to the lease for normal activities to:

Only survive one dry summer?	Yes/No	
Survive two or more consecutive dry summers?		Yes/No

2. Does your lease have:

Any access to permanent rivers and streams?	Yes/No	
Combined access to other natural and artificial water sources?		Yes/No
Access to artificial water sources only?		Yes/No

3. What is the condition of any riparian zone and banks along permanent watercourses on your lease, in terms of vegetation and soil stability?

Not Applicable	<input type="checkbox"/>			
Minimal vegetation and unstable.	<input type="checkbox"/>	<input type="checkbox"/>		
Some vegetation and stable.			<input type="checkbox"/>	
Extensive vegetation and stable.				<input type="checkbox"/>

4. What percentage of your riparian zone is currently fenced?

Not Applicable	<input type="checkbox"/>			
Less than 50 % fenced off.		<input type="checkbox"/>		
50 to 75% fenced off.			<input type="checkbox"/>	
Greater than 75% fenced off.				<input type="checkbox"/>

Comment

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3.3.3 Sites of Significant Environmental Value

Reason for Assessment:

For the purpose of this Agreement, Sites of Significant Environmental Value are those which are identified as containing or important to the conservation of representative and viable samples of the native species and ecological communities of the ACT. Special management measures to maintain or enhance the values identified may be necessary. Action Plans prepared under the provisions of the Nature Conservation Act will provide management guidance where a threatened species or community is involved. The ACT Nature Conservation Strategy will provide guidance on Territory conservation policy generally. As a general guide, the presence of native vegetation in good condition is an indication that the land should be assessed in terms of Sites of Significant Environmental Value.

On-going environmental research may identify new sites of significant environmental value over time and these may need to be included in Land Management Agreements.

This Assessment and associated Land Action Plan are intended to recognise these sites and develop appropriate management strategies to ensure that they continue to exist in conjunction with on-going use of the property. Advice regarding the presence of a Site of Significant Environmental Value and its management requirements will be provided by Environment ACT as part of the information package. It is envisaged that all identified Sites of Significant Environmental Value will require a technical assessment.

The management requirements for a Site of Significant Environmental Value may involve significant costs or specialised resources that are not reasonably considered part of a lessee’s general environmental duty of care. The Territory may consider providing assistance with these costs and resources in recognition of the benefits that accrue to the wider community.

Method of Assessment:

- *Technical Assessment - A Land Action Plan outlining appropriate management strategies for these sites will need to be included in Section 4.8.*
- *Environment ACT will provide information on Sites of Environmental Significance and contribute to the preparation implementation and monitoring of appropriate management strategies.*

1. Has a site or sites of significant environmental value been identified on your property by the Territory?

Yes No

If No, Go to Section 3.3.4. If Yes, please complete the rest of this Section.

2. Do any of the sites extend across the boundary of your leases?

Yes No

3. Has a Land Action Plan been developed for each site of significant environment value on your lease?

No

Yes

4. Do the performance measures contained in the Land Action Plan indicate that environmental values are being maintained?

No

Yes

5. Has the presence of sites of significant environmental value on your lease affected agricultural productivity?

Yes.....

No.....

Please specify:
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3.3.4 Other Native Vegetation

Reason for Assessment:

This section recognises the importance of managing other native vegetation, which has not been identified as being of Significant Environmental Value (refer Section 3.3.3).

It is recognised that appropriate management of native vegetation has the potential to improve the productivity of a lease through:

- *provision of shelter and modifying micro-climates for stocks and crops;*
- *use of native pastures to complement improved pasture programs and maximise stock fodder options; and*
- *providing habitats for native birds and animals, which can act as biological controls on pest insects, and animals.*

Protection and enhancement of native vegetation can also confer substantial benefits as a lifestyle investment.

It is also envisaged that through this Assessment and associated Land Action Plan, lessees will take a lead role in the management of their native vegetation resource. It is not intended that timber treatment on existing leases be removed through regeneration of native habitats but that remnant vegetation on leases be managed to maximise its benefit. The option exists within the Land Action Plan to allow for appropriate regeneration while recognising past timber treatment.

Method of Assessment - Visual Assessment

1. What is the mix of pasture on your lease? (Please provide areas of each)

Solely native pasturehectares
 Solely improved pasturehectares
 Mainly native pasturehectares
 Mainly improved pasturehectares

2. What is the general health of remnant tree stock?

deteriorating
 stable

3. Is there any native understorey to the remnant trees?

No
 Some

4. What is the replacement level (natural or planted) of native vegetation?

replacement less than death rate
 replacement equal to death rate
 replacement more than death rate

5. What is the extent of shade and shelter available to stock in paddocks?

Insufficient
 Insufficient but action being taken
 Sufficient

Comments

.....

3.3.5 Pest Plants and Animals
Pest Plants

Reasons for Assessment:

Pest plants can have a detrimental impact on the productivity of any individual lease as well as the broader quality of the environment. Such plants are difficult to manage on a lease by lease basis and a co-ordinated catchment approach is required with all individual landholders playing a part.

The broad approach to management of pest plants in the ACT is provided in the ACT Weeds Strategy. This strategy categorises pest plants on the basis of their impact and control requirements. The three categories are listed below and a full list of relevant plant species is attached for your information.

Category 1: Notifiable	<i>Category 1 Plants are notifiable within 24 hours and must be fully and continuously suppressed by all landholders. (e.g. Black Willow, Rhus tree)</i>
Category 2: Serious Weeds	<i>New or isolated infestations of Category 2 weeds must be fully and continuously suppressed by all land managers. Existing infestations must be continuously suppressed to significantly reduce infestation and prevent further spread. (E.g. Pampas Grass, African Love Grass, Blackberry).</i>
Category 3: Harmful Weeds	<i>Category 3 Weeds must be controlled to contain them to the affected locality. (e.g. Saffron Thistle, Cotoneaster, Sweet Briar)</i>

Declared Pest Plants

Any declared pest plants require the preparation of a plan of control to stop the spread. A person may apply to the Minister for an order against another who is using or managing land in a way that fails to control the spread of a pest plant. See attached List.

This Assessment and associated Land Action Plan are intended to identify management issues associated with pest plants and animals on your lease and their relationship with adjoining properties.

Method of Assessment:

- Visual Assessment – Show on plan location of weed infected areas.
- A Land Action Plan outlining appropriate management strategies for any pest plants present will need to be included in Section 4.6 below.

1. Please list the type and estimated extent of Pest Plants present on your property:

- Species hectares
- Species hectares
- Species hectares
- Species hectares
- Species hectares
- Species hectares
- Species hectares

1. Do any of the areas affected by the above species adjoin or cross your lease boundary?

Yes..... No.....

Specify details (Species / Nature of land ownership):.....
.....
.....

CATEGORY 1 WEEDS

NAME	COMMON NAME
<i>Achnatherum caudatum</i>	Broad-kernel Espartillo
<i>Alternanthera philoxeroides</i>	Alligator Weed
<i>Eichornia crassipes</i>	Water Hyacinth
<i>Equisetum arvense</i>	Horsetail
<i>Gymnocoronis spilanthoides</i>	Senegal Tea Plant
<i>Kochia scoparia</i>	Kochia
<i>Lagarosiphon major</i>	Lagarosiphon
<i>Nassella charruana</i>	Lobed Needlegrass
<i>Parthenium hysterophorus</i>	Parthenium Weed
<i>Pistia stratiotes</i>	Water Lettuce
<i>Salix nigra</i>	Black Willow
<i>Salvinia molesta</i>	Salvinia
<i>Senecio madagascariensis</i>	Fireweed
<i>Toxicodendron succedaneum</i>	Rhus Tree

CATEGORY 2 WEEDS

<i>Alnus glutinosa</i>	Black Alder
<i>Carduus nutans</i>	Nodding Thistle
<i>Cortaderia jubata</i>	Pampas Grass
<i>Cuscuta campestris</i>	Golden Dodder
<i>Cytisus scoparius</i>	Scotch Broom
<i>Eragrostis curvula</i>	African Love Grass
<i>Genista monspessulana</i>	Montpellier Broom
<i>Heliotropium europaeum</i>	Common Heliotrope
<i>Hypericum perforatum</i>	St John's Wort
<i>Lycium ferocissimum</i>	African Boxthorn
<i>Nassella trichotoma</i>	Serrated Tussock
<i>Rubus fruticosus</i>	Blackberry
<i>Salix alba</i> var <i>vitellina</i>	Golden Upright Willow
<i>Salix cinerea</i>	Grey Sallow
<i>Salix fragilis</i>	Crack Willow
<i>Salix glaucophylloides</i>	
<i>Salix matsudana</i> X <i>S. alba</i> (all clones)	Matsudana hybrid Willows
<i>Salix matsudana</i> 'Tortuosa'	Tortured Willow
<i>Salix purpurea</i>	Purple Osier
<i>Salix</i> X <i>rubens</i> (<i>S. alba</i> X <i>S. fragilis</i>)	Gold-crack Willow
<i>Salix viminalis</i>	Common Osier
<i>Spartium junceum</i>	Spanish Broom
<i>Ulex europaeus</i>	Gorse, Furze
<i>Xanthium spinosum</i>	Bathurst Burr

CATEGORY 3 WEEDS

*Acacia baileyana	Cootamundra Wattle
*Acacia paradoxa	Kangaroo Thorn
Achillea millefolium	Yarrow
Ailanthus altissima	Tree of Heaven
Carduus pycnocephalus	Slender Thistle
Carduus tenuiflorus	Slender Thistle
Carthamus lanatus	Saffron Thistle
*Celtis australis	Nettle Tree
Cenchrus incertus	Spiny Burrgrass
Centaurea caliptrata	Star Thistle
Cirsium vulgare	Spear Thistle
Conium maculatum	Hemlock
Cortaderia selloana	Pampas Grass
Cotoneaster franchettii	Cotoneaster
Cotoneaster glaucophyllus	Cotoneaster
Cotoneaster pannosus	Cotoneaster
Cotoneaster salicifolius	Willow-leaf Cotoneaster
Cotoneaster simonsii	Cotoneaster
Crataegus monogyna	Hawthorn
Echium plantagineum	Paterson's Curse
Echium vulgare	Viper's Bugloss
Foeniculum vulgare	Fennel
Hedera helix	English Ivy
Ligustrum lucidum	Privet
Ligustrum sinense	Small-leaved Privet
Lonicera japonica	Japanese Honeysuckle
Marrubium vulgare	Horehound
Onopordum acanthium	Scotch Thistle
Onopordum illyricum	Illyrian Thistle
Phyllostachys aurea	Yellow Bamboo
*Pinus radiata	Radiata Pine
*Populus alba	White Poplar
*Populus nigra 'Italica'	Lombardy Poplar
Prunus cerasifera	Cherry Plum
Prunus serotina	Black Cherry
Pyracantha angustifolia	a Firethorn
Pyracantha coccinea	a Firethorn
Pyracantha fortuneana	a Firethorn
*Robinia pseudoacacia	False Acacia
Rosa rubiginosa	Sweet Briar, Briar Rose
Salix caprea	Goat or Pussy Willow
Salix matsudana 'Pendula'	
Sollya heterophylla	WA Bluebell Creeper
Sorbus domestica	Service Tree
Stipa neesiana	Chilean Needle Grass
Tradescantia albiflora	Wandering Jew
Vinca major	Periwinkle

'DECLARED PEST PLANTS'

NAME	COMMON NAME
<i>Achnatherum caudatum</i>	Broad-kernel Espartillo
<i>Alternanthera philoxeroides</i>	Alligator Weed
<i>Cabomba caroliniana</i>	Cabomba
<i>Centaurea maculosa</i>	Spotted Knapweed
<i>Cotoneaster franchettii</i>	
<i>Cotoneaster. Glaucophyllus</i>	Grey-leaved Cotoneaster
<i>Cotoneaster. Pannosus</i>	
<i>Cotoneaster. Salicifolius</i>	Willowleaf Cotoneaster
<i>Cotoneaster. Simonsii</i>	
<i>Cytisus ALL species</i>	Scotch Broom
<i>Eichornia crassipes</i>	Water Hyacinth
<i>Equisetum arvense</i>	Horsetail
<i>Eragrostis Curvula</i>	African Love Grass
<i>Genista ALL species</i>	Madiera Broom
<i>Gymnocoronis spilanthoides</i>	Senegal Tea Plant
<i>Kochia scoparia</i>	Kochia
<i>Lagarosiphon major</i>	Lagarosiphon
<i>Ligustrum lucidum</i>	Broadleaf Privet)
<i>Ligustrum sinense</i>	Small-leaf Privet
<i>Nassella charruana</i>	Lobed Needlegrass
<i>Nassella trichotoma</i>	Serrated Tussock
<i>Parthenium hysterophorus</i>	Parthenium Weed
<i>Pistia stratiotes</i>	Water Lettuce
<i>Pyracantha angustifolia</i>	Firethorn
<i>Pyracantha. Coccinea</i>	Scarlet Firethorn
<i>Pyracantha. Fortuneana</i>	
<i>Rubus fruticosus</i>	Blackberry
<i>Salix ALL species (willows), except for the permitted species,</i> <i>Salix babylonica var babylonica</i> <i>Salix x calodendron</i> <i>Salix x reichardii</i>	Weeping willow Pussy willow
<i>Salvinia molesta</i>	Salvinia
<i>Senecio madagascariensis</i>	Fireweed
<i>Stipa/Nassella neesiana</i>	Chilean Needle grass
<i>Toxicodendron succedaneum</i>	Rhus Tree
<i>Ulex europaeus</i>	Gorse
<i>Xanthium occidentale</i>	Noogoora Burr

Pest Animals

Reasons for Assessment

Pest Animals can have a detrimental impact on the productivity of any individual lease. Due to their mobility such animals are more difficult to assess and control than pest plants and greater co-ordination of approaches is required. Examples of such pest animals may include:

- kangaroos;
- feral dogs;
- feral pigs;
- rabbits; and
- foxes.

The control of Pest Animals is generally undertaken through co-ordinated programs based on geographic areas, as required.

This assessment and associated Land Action Plan is intended to identify management issues associated with pest animals on your lease and their relationship with adjoining properties.

Method of Assessment:

Visual Assessment – Show on Plan relationship of Pest Animals to Adjoining Properties. A Land Action Plan outlining appropriate management strategies for any pest animals present will need to be included in Section 4.7.

1. Please list the type and estimated number of Pest Animals sighted on your property in the past month and whether it is peak season for this animal:

- | | | Peak Season |
|--------------|-------------|--|
| • Type | Number..... | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| • Type | Number..... | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| • Type | Number..... | Yes <input type="checkbox"/> No <input type="checkbox"/> |

2. What is the impact of these Pest Animals on the Total Grazing Pressure on your lease in relation to the carrying capacity stated in Section 3.2?

- 50% or more greater than Existing DSE
- 25% -49% greater than Existing DSE
- 0%-24% greater than Existing DSE

3. Is there any relationship between the above pest animals and adjoining properties?

Yes..... No.....

Specify details (Species / Nature of land ownership):.....

Comment

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3.3.6 Bushfire Risk Management

Reason for Assessment:

Bushfire has an enormous potential for periodic impact on the operation of individual leases through the destruction of crops, livestock and property as well as the risk of loss of life.

Under the Bushfire Act 1936, Lessees of land outside of built-up areas are required to take appropriate measures to:

- *prevent and inhibit the outbreak and spread of fire;*
- *protect property on their lease from fire; and*
- *inhibit the spread of fire from that land.*

Although rural lessees were excluded from legislative requirements under the Bushfire Act 1936 to prepare Bushfire Fuel Management Plans, the Taskforce on Bushfire Fuel Management Practices in the ACT suggest similar requirements may be incorporated in to new leasing arrangement.

This Assessment and associated Land Action Plan are intended to encourage lessees to consider, develop and implement appropriate measures.

Completion of a Land Action Plan addressing Bushfire Control and Bushfire Fuel Management within this Agreement is mandatory for all rural leases.

Method of Assessment:

Please note that a copy of your Bushfire Management Strategy and Bushfire Fuel Management Strategy is required to be included in Section 4.2.

1. Have you implemented a strategy for fuel management to minimise the impact of bushfire on the adjoining and your own lease?

No Strategy implemented

Prevention of fire spreading to adjoining property

Prevention of fire spreading to and from adjoining property

2. Has your property been affected by the spread of bushfire from adjoining property in the last five years?

Yes..... No.....

3. Is your property at risk from spread of bushfire from adjoining property?

Yes..... No.....

Comments

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Drought Risk Management

Reason for Assessment:

Drought is a natural part of the climatic cycle of the Australian continent. In order to minimise its impact on the individual agricultural operations and the associated environments, Lessees need to actively plan for drought occurrences by:

- *designing and implementing improvements to their lease;*
- *to minimise the impact of drought; and*
- *implementing appropriate management practices during drought periods to minimise the impact on the land.*

This Assessment and associated Land Action Plan are intended to address these issues.

A Land Action Plan addressing Drought Risk Management is mandatory for all rural Leases. Please provide details in Section 4.3.

Method of Assessment:
Please attach copy of existing documentation in Section 4.3.

1. Have you implemented any strategy to minimise the impact of drought?

No

Yes

2. What long term planning has been undertaken to minimise the impact of drought on your property?

	Yes (✓)
dams	<input type="checkbox"/>
water troughs	<input type="checkbox"/>
domestic water tanks	<input type="checkbox"/>
fodder sheds	<input type="checkbox"/>
reduced stocking levels	<input type="checkbox"/>
off farm investment	<input type="checkbox"/>
tax planning	<input type="checkbox"/>

3. What short term actions are used to manage drought on your property?

	Yes (✓)
purchase of fodder	<input type="checkbox"/>
reduced stocking levels	<input type="checkbox"/>
other	<input type="checkbox"/>

Comments

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3.3.8 Sites of Heritage Significance

Reason for Assessment:

Heritage conservation is another issues involving the management of community values on individual leases. Sites of Heritage Significance are those sites that have been included on the ACT's Heritage Places Register or Interim Register or have been other wise recognised as having heritage significance. Heritage ACT will provide information on Sites of Heritage Significance and contribute to the preparation of appropriate management strategies.

This Assessment and associated Land Action Plan are intended to recognise sites of heritage significance and their associated management issues. It is recognised by the Territory that individual lessees should not be disadvantaged by the existence of such sites and therefore the Territory will undertake identification and monitoring. Assistance is also available from the Territory in the management of these sites.

Method of Assessment:

- *Technical Assessment - Document with photos from locations identified on plan.*
- *A Land Action Plan outlining appropriate management strategies for these sites will need to be included in Section 4.9.*
- *The ACT Heritage Unit will provide information on Sites of Environmental Significance and contribute to the preparation implementation and monitoring of appropriate management strategies.*

1. Has any building, structure or site on your lease been listed on the ACT Heritage Places Register?

Yes No

If No, go to Section 4. If Yes, complete the following:

2. Do any of the sites identified adjoin or cross the boundary of your lease?

Yes No

3. Has the maintenance of the building, structure or site on your lease:

Decreased?
Remained the same?
Improved?

4. Is the status of the site/s on your lease considered to be:

Unstable?
Stable?

Comments
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4. LAND ACTION PLAN

4.1 INTRODUCTION

The preparation of Land Action Plan is the next step in the Land Management Agreement process. In the case of most leases, only a few Land Action Plans will be required to address specific environmental problems. Successful implementation of the Land Action Plan may remove the need for further documentation at a later stage.

This section of the Land Management Agreement documents the Land Action Plan as required. Where a lessee has already prepared separate documents outlining relevant management strategies for the site, these can be referenced and attached to the Agreement.

The objectives of these Land Action Plans are to:

- facilitate the rehabilitation of environment damage on individual lease/s;
- manage conservation and heritage issues on individual leases and/or
- minimise environmental harm on the lease/s through the development and implementation of appropriate management strategies.

In all cases, the Land Action Plan are intended to address those land management issues that are recognised as requiring specific management obligations. The plans are intended to assist you to improve/recognise particular management issues that require ongoing attention.

1. Mandatory Land Action Plan are required for the following issues on all leases:

- Bush Fire Management; and
- Drought Management.

2. Land Action Plan will be required where any of the following land uses are existing or proposed on the subject lease (refer Section 3.2)

- Horse Agistment / Equestrian Facility (excluding horses used for primary production);
- Goat or Deer farming;
- Irrigated Horticulture;
- Irrigated Viticulture;
- Irrigated Market Gardening; and
- Tourism Facility/Farm Stay Accommodation.

A Land Action Plan may also be required where 'other' existing or proposed enterprises were specified in Section 3.2. In these cases, please discuss with Environment ACT.

3. Land Action Plan will be required where the following environmental factors are recognised in Section 3.3, as occurring on the lease.

- Pest Plants;
- Pest Animals;
- Sites of significant environmental value; and
- Sites of heritage significance.

4. Land Action Plan will be required if one or more questions under the following environmental factors received a "YES" answer in Section 3.3 of the Site Assessment.

- Soil Condition;
- Water Quality and Riparian Zones; and
- Other Native Vegetation.

4.2 MANDATORY LAND ACTION PLAN - BUSHFIRE RISK MANAGEMENT

1. This Land Action Plan will be implemented in accordance with the Agreement outlined in Section 2 of this Document.

2. Details of Management:
(Complete the following sections in the spaces provided or add additional pages as required.)

a) Threat to Property (including potential for fire to spread to and from adjoining property):

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b) Existing protection for house, sheds, other capital improvements and livestock:

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c) Type and nature of existing fire control infrastructure held on property:
(e.g. water sources, fire-fighting equipment, regularly maintained fire breaks, etc)

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d) Nature of existing fuel management strategies on property:

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e) Long term planning required to upgrade protection, infrastructure and fuel management *(provide actions and indicative timetable):*

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f) Regular short term initiatives to implement and maintain protection, infrastructure and fuel management *(provide actions and indicative frequency):*

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4.3 MANDATORY LAND ACTION PLAN - DROUGHT RISK MANAGEMENT

1. This Land Action Plan will be implemented in accordance with the Agreement outlined in Section 2 of this Document.

2. Details of Management:
(Complete the following sections in the spaces provided, add additional pages as required and attach copy of relevant documentation)

a) Threats to property from drought:

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b) Long term planning initiatives to minimise the potential impact of drought:

(Initiatives to consider include provision of dams, water troughs, domestic water tanks

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fodder sheds, reduced stocking levels, pasture management, off farm investment, tax planning)

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c) Short term Actions to be undertaken in the event of Drought:

(Actions to consider include purchase of fodder, reduced stocking levels)

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4.4 LAND ACTION PLAN - EXISTING ENTERPRISE

1. The Existing Enterprises will be managed in accordance with the Agreement outlined in Section 2 of this Document.

2. Nature of Existing Enterprise requiring Land Action Plan:

- a) Horse Agistment/Equestrian Facility (exc. horses used for or in primary production) ..
- b) Goat or Deer farming
- c) Irrigated Horticulture
- d) Irrigated Viticulture
- e) Irrigated Market Gardening
- f) Tourism Facility/Farm Stay Accommodation
- g) Other (*Please specify*):

3. Details of Management: Complete the following sections in the spaces provided and add additional pages as required.

a) Description of Associated Land Management Issue/s:
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b) Proposed Actions/Required Facilities to Issues:
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d) Indicative Timetable: (include timetable for achievement of proposed Actions, appropriate monitoring and review)
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e) Lessee Responsibility: (include responsibility for implementation of actions and proposed monitoring)
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f) Territory Responsibility: (include level of contribution and/or assistance and role in monitoring)
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4.5 LAND ACTION PLAN - PROPOSED ENTERPRISE

1. The Proposed Enterprises will be managed in accordance with the Agreement outlined in Section 2 of this Document.

2. Nature of Proposed Enterprise requiring Land Action Plan:

- a) Horse Agistment/Equestrian Facility (exc. horses used for or in primary production) ..
- b) Goat or Deer farming
- c) Irrigated Horticulture
- d) Irrigated Viticulture
- e) Irrigated Market Gardening
- f) Tourism Facility/Farm Stay Accommodation
- g) Other (Please specify):

3. Details of Management:
Complete the following sections in the spaces provided and add additional pages as required.

a) Description of Associated Land Management Issue/s:
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b) Proposed Actions/Required Facilities to Issues:
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d) Indicative Timetable:
(include timetable for achievement of proposed Actions, appropriate monitoring and review)
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e) Lessee Responsibility:
(include responsibility for implementation of actions and proposed monitoring)
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f) Territory Responsibility:
(include level of contribution and/or assistance and role in monitoring)
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4.6 LAND ACTION PLAN - PEST PLANTS

1. Pest Plants will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document.

2. Details of Management:
Complete the following sections in the spaces provided and add additional pages as required.

- a) **Description of Issue:** (Species, Category and details of pest plant presence)
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- b) **Desired Outcome:**
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- c) **Proposed Action:**
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- d) **Proposed Timetable:**
(include timetable for achievement of proposed Actions, appropriate monitoring and review)
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- e) **Lessee Responsibility:**
(include responsibility for implementation of actions and proposed monitoring)
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- f) **Territory Responsibility:**
(include level of contribution and/or assistance and role in monitoring)
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4.7 LAND ACTION PLAN - PEST ANIMALS

1. Pest Animals will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document.

2. Details of Management:
Complete the following sections in the spaces provided and add additional pages as required.

- a) **Description of Issue:** (Species and Detail of Pest Animal Presence)
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- b) **Desired Outcome:**
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- c) **Proposed Action:**
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- d) **Proposed Timetable:**
(include timetable for achievement of proposed Actions, appropriate monitoring and review)
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- e) **Lessee Responsibility:**
(include responsibility for implementation of actions and proposed monitoring)
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- f) **Territory Responsibility:**
(include level of contribution and/or assistance and role in monitoring)
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4.8 LAND ACTION PLAN - SITES OF SIGNIFICANT ENVIRONMENTAL VALUE

1. Sites of Significant Environmental Value will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document.

2. Details of Management:
Complete the following sections in the spaces provided and add additional pages as required.

a) Description of Issue:
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b) Desired Outcome:
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c) Proposed Action:
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d) Proposed Timetable:
(include timetable for achievement of proposed Actions, appropriate monitoring and review)
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e) Proposed Performance Measures:
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f) Lessee Responsibility:
(include responsibility for implementation of actions and proposed monitoring)
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g) Territory Contribution:
(include level of contribution and/or assistance and role in monitoring)
Environment ACT agrees to provide input to the development and implementation of management strategies for the subject by:

- contributing \$..... towards the cost of the following initiatives (.....)
- monitor and assess the implementation of the management strategy at no cost to the Lessee in preparation for the next agreed Land Management Agreement
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4.9 LAND ACTION PLAN - SITES OF HERITAGE SIGNIFICANCE

1. Sites of Heritage Significance will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document.

2. Details of Management:
Complete the following sections in the spaces provided and add additional pages as required.

a) Description of Issue:
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b) Desired Outcome:
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c) Proposed Action:
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d) Proposed Timetable:
(include timetable for achievement of proposed Actions, appropriate monitoring and review)
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e) Proposed Performance Measures:
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f) Lessee Responsibility:
(include responsibility for implementation of actions and proposed monitoring)
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f) Territory Contribution:
(include level of contribution and/or assistance and role in monitoring)
ACT Heritage Unit agrees to provide input to the development and implementation of Conservation Management Plans for the subject site/s by:

- contributing \$..... for the preparation of the plan;
- supervising the preparation of the Conservation Management Plans
- monitoring and reviewing the implementation of the Conservation Management Plan at no cost to the Lessee in preparation for the next Land Management Agreement
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4.10 LAND ACTION PLAN - SOIL CONDITION

1. Soil Loss and Salinity will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document.

2. Details of Management:
Complete the following sections in the spaces provided and add additional pages as required.

a) Description of Issue:
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b) Desired Outcome:
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c) Proposed Action:
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d) Proposed Timetable:
(include timetable for achievement of proposed Actions, appropriate monitoring and review)
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e) Lessee Responsibility:
(include responsibility for implementation of actions and proposed monitoring)
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f) Territory Responsibility:
(include level of contribution and/or assistance and role in monitoring)
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4.11 LAND ACTION PLAN - WATER QUALITY AND RIPARIAN ZONES

1. Water and Riparian Zones will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document.

2. Details of Management:
Complete the following sections in the spaces provided and add additional pages as required.

a) Description of Issue:

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b) Desired Outcome:

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c) Proposed Action:

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d) Proposed Timetable:
(include timetable for achievement of proposed Actions, appropriate monitoring and review)

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e) Lessee Responsibility:
(include responsibility for implementation of actions and proposed monitoring)

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f) Territory Responsibility:
(include level of contribution and/or assistance and role in monitoring)

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4.12 LAND ACTION PLAN – OTHER NATIVE VEGETATION

1. Remnant Flora and Fauna will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document.

2. Details of Management:
Complete the following sections in the spaces provided and add additional pages as required.

a) Description of Issue:

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b) Desired Outcome:

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c) Proposed Action:

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d) Proposed Timetable:

(include timetable for achievement of proposed Actions, appropriate monitoring and review)

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e) Lessee Responsibility:

(include responsibility for implementation of actions and proposed monitoring)

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f) Territory Responsibility:

(include level of contribution and/or assistance and role in monitoring)

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