
From: Scott Bell <scottbell1950@gmail.com>
Sent: Wednesday, 10 January 2024 10:25 AM
To: George Town Council Planning
Cc: Scott Bell
Subject: Representation re : 177 Saltwood Road, Pipers Brook , 7254

Property : 177 Saltwood Road, Pipers Brook
Title: volume 221927, folio 1

This property was granted a formal Conservation Covenant on 8th February , 2011, signed by Minister Brian Wightman. The covenant has been registered at the Tasmanian Titles Office, under Section 102 of the Land Titles Act 1980, and Section 34 of the Nature Conservation Act 2002. This information is factual, and on the public record .

I submit the following information , to be considered in addition to information I have already provided when appearing before Commissioner Cunningham on two previous occasions.

It is my contention that the conditions agreed to in this original, binding, agreement, should be upheld . The property, as part of the general surrounding countryside, encompasses significant natural values. Consequently, it is my contention that the property should be classified Landscape Conservation, to recognise these natural values, and to protect and preserve them , in perpetuity, as originally agreed between the owner of the property, the State Environment Minister, and the Federal Environment Minister.

Mineral Resources Tasmania (MRT) and The Department of State Growth(DSG) contend a significant , commercially viable sand deposit exists on the property. In fact, DSG stated, in their submission, that “ the resource in the northern region is therefore strategically important, as it holds the most significant and easily accessible sand resource in the State”. The implication is that 177 Saltwood Road , (together with the two Gees Marsh properties under similar consideration,) should be zoned Rural, to bypass their inherent Conservation values, and allow access to this supposed valuable sand resource. MRT and DSG haven’t provided the necessary information to validate this argument (ref Commissioner Cunningham’s request to explain the 2% figure - currently not clarified by MRT and DSG)

Additionally, MRT and DSG state that by allowing further property within the State of Tasmania to be classified as Landscape Conservation, or given other forms of Environmental protection, access to resources such as timber, minerals and other extractables will be compromised . This is the Lemming argument, and isn’t intellectually valid.

When I purchased the 177 Saltwood Road property, there was an existing mining lease, held by the owner, Mr Frank Bardenhagen, for the purpose of gravel extraction. I cancelled this agreement. A \$14,000 bond, held with MRT, was used to rehabilitate some of the gravel pits. Subsequently, further gravel pits have been rehabilitated, at significant personal financial expense.

Section 4, part B Land, 4.2 i of the Covenant agreement specifically states that the owner will not allow “ removal or disturbance of soil, rock or other mineral resources except for the purposes of construction of or Maintenance of fences, carriageways or infrastructure “. This requirement has been respected. It is unnecessary to outline all the other terms and conditions of the Conservation Covenant.

For an owner of a Conservation property with an attached Covenant, there is a specific and formal process required to undertake a Variation to the conditions agreed . This process requires the initial approval of the Tasmanian Private Land Conservation Program, then the State Environmental Minister, and the appropriate Federal Minister. It requires particular and valid reasons , and arguments, and is infrequently approved. It is inappropriate that MRT and DSG can attempt bypass this process with arguments that suggest commercial opportunities are more important than the protection of Natural Values.

I will be submitting the following documents,in person, to the George Council, which identify and scientifically validate, the natural values of 177 Saltwood Road. Further information can be found at the NVA site, where data from various field surveys has been posted. For example, the Australasian Bittern has been identified on the property, as has been the Azure Kingfisher. These are significant sightings, and not to be dismissed.....

Conservation Plan - Trawmana Environmental Consultants - November 2008

Threatened Plants Tasmania- threatened flora survey- November 2015

Trapping Report, Save the Tasmanian Devil Program - June 2018

Private Land Conservation Program report , DPIPWE, Janet Smith, - January 2021

Methods of Monitoring - scientific report on 5 years of monitoring and trapping , 177 Saltwood Road, Bell and Richards, September 2023.

In conclusion, whilst there is undoubtedly a sand resource on this property, it's size and commercial value are insignificant when compared to the current , established and MRT / DSG approved sand resources, both locally (on the McCarthy neighbouring property) , and regionally , at the Barnbogle property of R. Sattler (Bridport). This latter sand extraction business has current approval for significant expansion. There are other applications for sand extraction awaiting processing and approval, in the northern region. None of them involve properties with a current Conservation Covenant.

It is therefore my contention that this property , 177 Saltwood Road, with a current and legally valid Conservation Covenant appended to the title should have its natural values recognised, respected, and protected , in perpetuity, as agreed. Consequently, it should be given Landscape Conservation status. Thankyou .

Sincerely, Scott Bell

Dr. Scott Bell , FRACGP; FACRRM; ROF.
Director,
Esmerelda Enterprises Environmental,
Saltwood Trees for Life,
2/23 Floreat Crescent,
Trevallyn,
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Tasmania, 7250
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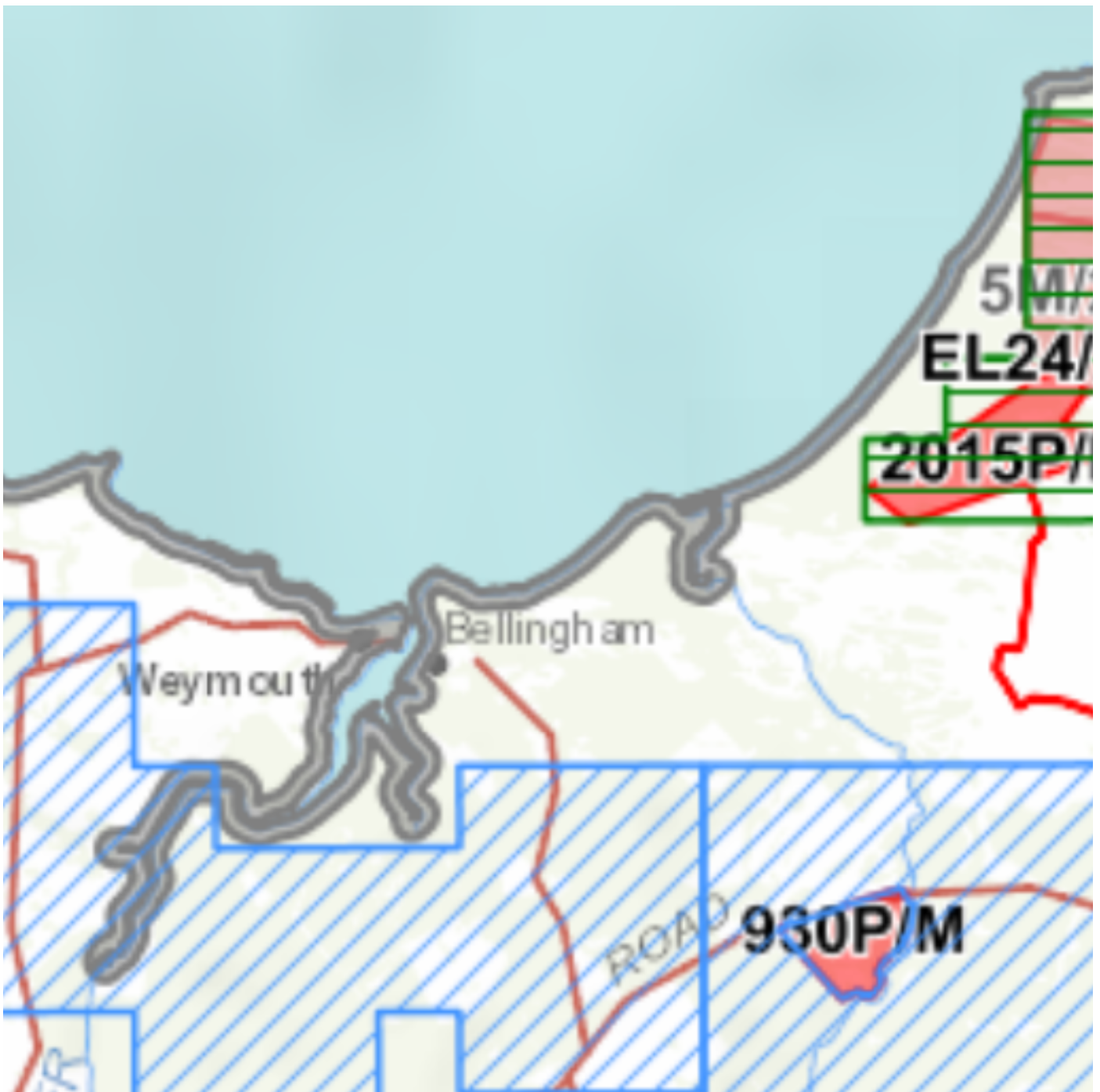
Subject:

FW: Appendix to submission - 177 Saltwood Road

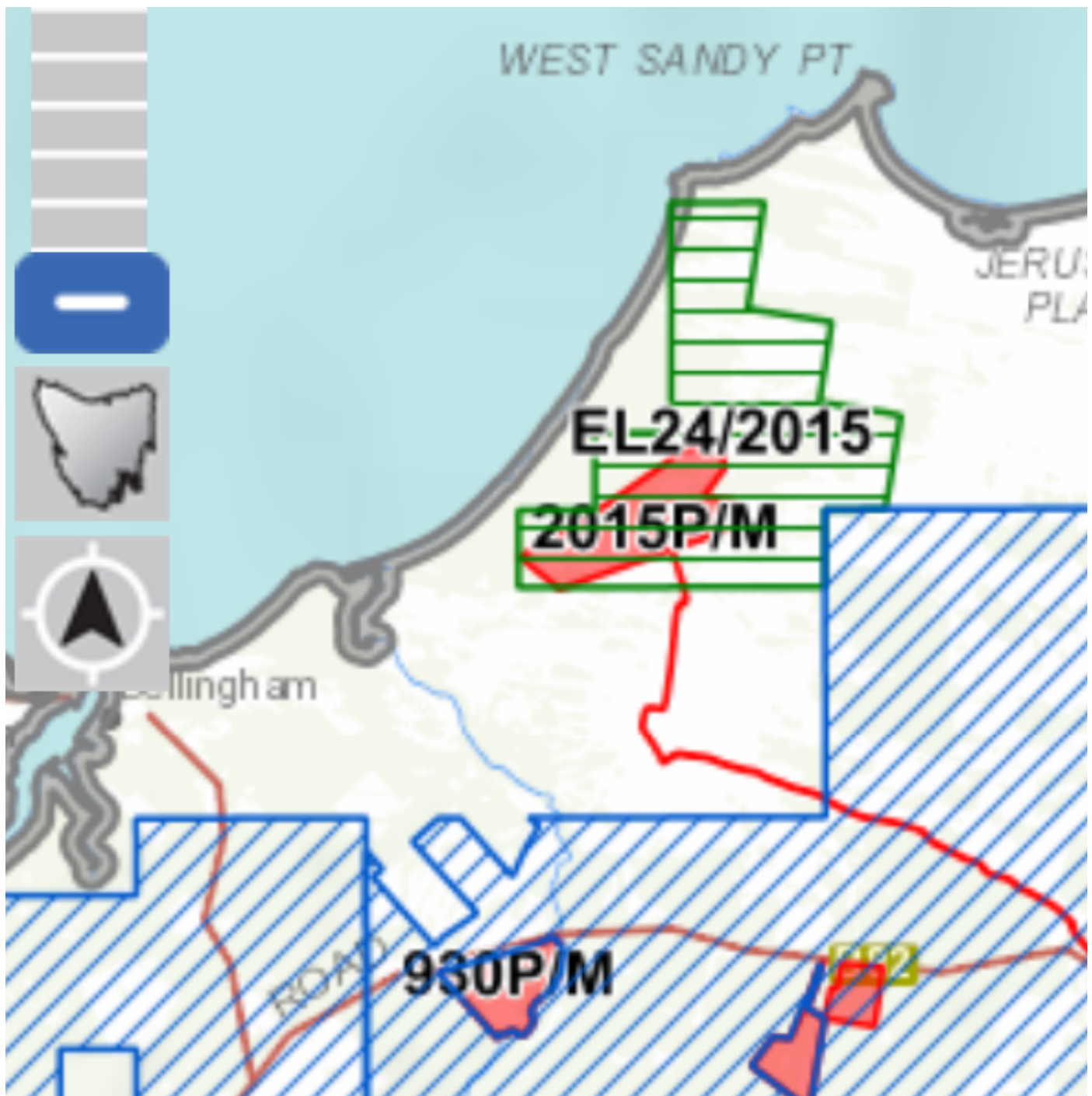
From: Scott Bell <scottbell1950@gmail.com>**Sent:** Wednesday, January 10, 2024 8:08 PM**To:** George Town Council Planning <planning@georgetown.tas.gov.au>**Subject:** Appendix to submission - 177 Saltwood Road

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Further to my submission, I should mention that Mineral Resources Tasmania (MRT) has previously , at my request, and upon submission of a designated form with application fee of approximately \$49, removed my property , 177 Saltwood Road, from a currently existing mining lease. The photograph below shows the original lease (screen shot from MRT website)....



The following photograph demonstrates the lease, after MRT supported my application. Note the Headlam property , Saltwood Road ,after discussion with me, also successfully applied to be excluded from this particular lease.



My application to MRT was supported with evidence of the importance of the natural values inherent in the property. MRT obviously recognised the scientific merits of my argument , and hence supported my successful application. It beggars belief that MRT can now disregard its original decision, and take a contrary view. This casts doubt on the current position taken by MRT, and suggests to me that the environmental standards, the importance of protecting the biodiversity, and the natural values of a property are viewed by MRT as tradable commodities , which can be utilised in a flexible and indiscriminate manner, depending upon the current prevailing circumstances.

In a world where we are facing a climate emergency, and where the prevailing scientific evidence compels us to take a responsible approach to protecting the remaining global natural assets, to minimise habitat destruction, and to diminish the loss of biodiversity and species extinctions, MRT appears to disregard its previous assessment of the natural values of the property at 177 Saltwood Road, and take a position of convenience , drafted to apparently suit its own commercial values and interests. This must surely cast doubt upon the merits of their current arguments . Thankyou.

Sincerely, Scott Bell

Dr. Scott Bell , FRACGP; FACRRM; ROF.
Director,
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2/23 Floreat Crescent,
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Launceston
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TASMANIAN LAND TITLES OFFICE
Instrument Creating
Restrictive Covenants in Gross
 Section 102 Land Titles Act 1980.
 Section 34 Nature Conservation Act 2002.



C975692

DESCRIPTION OF LAND			
Servient Folio/s of the Register			
Volume	Folio	Volume	Folio
221927 part – being the land marked “Conservation Covenant Area 1” and “Conservation Covenant Area 2” on the plan attached hereto	1		

I/We... Anthony Scott Bell and Nicholas Richard Reaburn.....
 of.....1 Adelaide Street, East Launceston.....
 in Tasmania being the registered proprietor of the land comprised in the above folio/s of the Register (the
 servient land) covenant/s with the HONOURABLE BRIAN WIGHTMAN being and as the Minister
 administering the *Nature Conservation Act 2002* (the Minister) in accordance with Section 34 of the *Nature
 Conservation Act 2002* to the intent that the burden of the covenant/s runs with and binds each and every
 part of the servient land and that the benefit is created in favour of the Minister to observe the stipulations
 set out in the attached annexure pages.

In witness I/We Anthony Scott Bell and Nicholas Richard Reaburn.....
 and the Minister have this day set our hands and seals.

Date: 8th February 2011

SIGNED SEALED and DELIVERED by
 the Honourable BRIAN WIGHTMAN
 being and as the Minister administering the
Nature Conservation Act 2002 in the presence of:

Brad Arhell

Witness

Brad Arhell

Address

37 Roope St New Town

Occupation

Advisor REGISTERED

Land Titles Office Use Only

23 FEB 2011

Shirley Kanya
 RECORDER OF TITLES

NCC

Version 2

Stamp Duty

Signed sealed and delivered by
ANTHONY SCOTT BELL
in the presence of:

Anthony Scott Bell

MM Law

Witness

Narrinda Mary Carthen

Address:

14 Mason St Longford Tas 7301

Occupation: *Law Clerk*

Signed sealed and delivered by
NICHOLAS RICHARD REABURN
in the presence:

Nicholas R. Reaburn

MM Law

Witness

Narrinda Mary Carthen

Address:

14 Mason St Longford Tas 7301

Occupation: *Law Clerk*

Land Titles Office Use Only

NCC Version 2

Stamp Duty

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TERMS OF COVENANT

1. OBJECTIVES:

- 1.1 The purpose of the covenant is to protect the Natural Values of the Land.
- 1.2 This Covenant will bind the current registered proprietor of the Land (that is the Owner who is a party to this Covenant) and all future registered proprietors of the Land.

2. LOCATION

This Covenant applies to the Land, being:

Folio of the Register Volume 221927 Folio 1 - The area at Pipers River in the Municipality of George Town comprising about 247.26 hectares marked Conservation Covenant Area 1 and Conservation Covenant Area 2 shown shaded on Plan No. CPR9116 in the Central Plan Register, a reduced copy of which is attached, by way of illustration only, in the First Schedule of this Covenant.

3. DEFINITIONS AND INTERPRETATION

- 3.1 In this Covenant unless the contrary intention appears:

"Business Day" means any day on which banks as defined in the *Banking Act 1959 (Commonwealth)* are open for business in Hobart;

"Clearance of Native Vegetation" means the clearing, cutting, pushing over, destroying or otherwise removing of Native Vegetation in any way;

"Covenant" means this Instrument including all Schedules;

"Crown" means the Crown in Right of Tasmania;

"Exotic Species" means any plant or animal species not Native to the Land or its immediate surrounds;

"Foreign Material" means any material from outside the boundaries of the Land and includes rubbish, soil, gravel, mulch and compost;

"Land" means the lands described in clause 2;

NOTE:- Every annexed page shall be signed by the parties to the dealing, or where the party is a corporate body, be signed by the persons who have attested the affixing of the seal of that body to the dealing.

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"Legislative Requirement" means Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth or State;

"Minister" means the Minister administering the *Nature Conservation Act 2002*;

"Native" means species occurring naturally in the Land or its immediate surrounds prior to the year 1788;

"Native Vegetation" means all plants, including fallen dead wood and litter, Native to the Land or its immediate surrounds;

"Natural Values" means the variety of all life-forms that are Native to the Land, including plants, animals and micro-organisms, the genes they contain, and the ecosystems of which they are a part (including soils, water and landforms) and the processes which maintain them;

"Owner" means the registered proprietor of the Land and includes any successor in title of that person;

"Part B Land" means that part of the Land marked as "Part B" on the plan in the First Schedule;

"Part C Land" means that part of the Land marked as "Part C" on the plan in the First Schedule;

"Subdivision" means subdivision under the *Local Government (Building & Miscellaneous Provisions) Act 1993*;

"Writing" and words of like import include typing lithography photography and other modes of representing or reproducing words in a tangible and visible form and **"written"** has a corresponding meaning.

3.2 In this Covenant unless the contrary intention appears:

- (a) a reference to a clause or schedule is a reference to a clause of, or schedule to, this Covenant and a reference to this Covenant includes a recital or schedule;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

Handwritten initials

Handwritten initials

Handwritten initials

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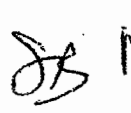

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- (c) a word importing the singular includes the plural and vice versa; a word importing a gender includes each other gender and a reference to a person includes an individual, firm, body corporate, association (whether incorporated or not) government, governmental or semi-governmental body, local authority or agency;
- (d) a reference to a person includes the person's executors, administrators, successors, substitutes (including persons taking by novation), transferees and assigns;
- (e) a reference to an act, matter or thing, includes the whole, or any part of that act, matter or thing and a reference to a group of acts, matters, things, or persons includes each act, matter, thing or person in that group;
- (f) if under this Covenant or anything done under it, the day on, or by, which any act, matter or thing is to be done, is not a Business Day, then that act, matter or thing may be done on the immediately following Business Day;
- (g) the verb "include" (in all its parts, tenses and variants) is not used as, nor is it to be interpreted as, a word of limitation;
- (h) headings are inserted for convenience and do not affect the interpretation of this Covenant;
- (i) if any terms are added to a schedule, then it is agreed that those terms will form part of this Covenant;
- (j) a reference to an obligation of two or more parties binds all of them jointly and each of them severally.

4. GENERAL COVENANTS IN RELATION TO PART B PART C LAND

PART B LAND

- 4.1 The Owner agrees not to undertake activities on, or in relation to, the Land which will cause damage to, or degradation of, the Natural Values. 
- 4.2 Without limiting the operation of clause 4.1 the parties agree that the following activities will cause damage to, or degradation of, the Natural Values and must not be undertaken on, or in relation to, the Land:
 - (a) use of fertiliser;
 - (b) Subdivision of the Land;


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- (c) introduction of Foreign Material except materials for the construction or maintenance of infrastructure, fences or carriageways as authorised in writing by the Minister;
- (d) off-road use of vehicles except for emergency purposes, or for the purpose of assisting the construction or maintenance of infrastructure, fences or carriageways;
- (e) use of effluent of any kind for irrigation or other purposes;
- (f) lighting of fires except for the purpose of fire hazard reduction or management of the Natural Values as authorised in writing by the Minister;
- (g) control of Native animals except for the purpose of protection of the Natural Values as authorised in writing by the Minister;
- (h) use of herbicides and other chemicals except for registered herbicides or pesticides for the purpose of controlling Exotic Species that threaten the Natural Values;
- (i) removal or disturbance of soil, rock or other mineral resources except for the purposes of construction or maintenance of fences, carriageways or infrastructure;
- (j) planting of any plants except the use of local provenance Native seeds or plants for the purpose of revegetation as authorised in writing by the Minister;
- (k) building or placement of infrastructure, fences or carriageways except:
 - (i) for the purposes of fencing to protect the Land from activities on adjoining land or to meet property boundary fencing commitments to adjoining landowners;
 - (ii) for the purpose of constructing additional fences as authorised in writing by the Minister;
 - (iii) for the purposes of constructing additional walking tracks as authorised in writing by the Minister;
 - (iv) for the purpose of constructing a pipeline to transport water for domestic use as authorised in writing by the Minister;
- (l) interference with the natural flow of water except minor interference associated with the maintenance of existing infrastructure and carriageways as authorised in writing by the Minister;
- (m) Clearance of Native Vegetation except:
 - (i) for the purposes of fire hazard reduction, fire fighting purposes, or the creation and maintenance of firebreaks if authorised by Tasmanian Fire Service or as authorised in writing by the Minister;
 - (ii) for the purposes of maintenance of carriageways, rights of ways and easements in accordance with all Legislative Requirements;

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- (v) for the purposes of construction and maintenance of infrastructure or fences as authorised in writing by the Minister;
- (vi) for the purposes of constructing additional walking tracks as authorised in writing by the Minister;
- (vii) for the purposes of construction and maintenance of a pipeline as authorised in writing by the Minister.
- (n) introduction of Exotic Species except:
 - (i) declared biological control (agent) organisms under the *Biological Control Act 1986* for the purpose of controlling declared target organisms under the *Biological Control Act 1986*.
- (o) introduction of Native animals except as authorised in writing by the Minister

4.3 The Owner agrees:


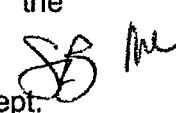
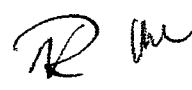
- (a) to use best endeavours to ensure that Exotic Species that threaten the Natural Values of the Land do not become established;
- (b) to use best endeavours to eliminate or control established Exotic Species that threaten the Natural Values of the Land by observing the weed management prescriptions and feral animal control prescriptions issued for the Land by the Minister;
- (c) to observe any reasonable fire management practices prescribed for the Land by the Minister;
- (d) to maintain fences if those fences are necessary to protect the Natural Values of the Land;
- (e) to observe any threatened species management prescriptions issued for the Land by the Minister;
- (f) to observe any prescriptions limiting off-road vehicle use issued for the Land by the Minister; and
- (g) to use best endeavours to protect the Natural Values of the Land.

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PART C LAND

- 4.4 The Owner agrees not to undertake activities on, or in relation to, the Part C Land that will damage or degrade the Natural Values.
- 4.5 Without limiting the operation of clause 4.4, the parties agree that the following activities will damage or degrade the Natural Values and must not be undertaken on, or in relation to, the Part C Land:
- (a) use of fertiliser;
 - (b) Subdivision of the Land;
 - (d) introduction of Foreign Material, except materials for the construction and maintenance of infrastructure, fences or carriageways as authorised in writing by the Minister;
 - (e) off-road use of vehicles except:
 - (i) to assist with the management of Native animals on the Land as authorized in writing by the Minister;
 - (ii) for emergency purposes;
 - (iii) for the purpose of assisting the construction or maintenance of infrastructure, fences or carriageways;
 - (f) use of effluent of any kind for irrigation or other purposes;
 - (g) lighting of fires, except to reduce a fire hazard or to manage the Natural Values as authorised in writing by the Minister;
 - (h) control, introduction or removal of Native animals, except as authorised in writing by the Minister;
 - (i) use of herbicides and other chemicals, except as authorised in writing by the Minister;
 - (j) removal or disturbance of soil, rock or other mineral resources, except as authorised in writing by the Minister; 
 - (k) planting any plants except the use of local provenance Native seeds or plants for the purpose of revegetation as authorised in writing by the Minister; 
 - (l) building or placement of infrastructure, fences or carriageways except. 

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- (i) for the purposes of fencing to protect the Land from activities on adjoining land or to meet property boundary fencing commitments to adjoining landowners;
- (ii) for the purpose of constructing additional fences as authorised in writing by the Minister;
- (iii) to construct other infrastructure, or carriageways as authorised in writing by the Minister.
- (m) interference with the natural flow of water except minor interference associated with the maintenance of infrastructure, fences and carriageways or as authorised in writing by the Minister;
- (n) Clearance of Native Vegetation, except:
 - (i) for the purposes of fire hazard reduction, to fight fire, or to create and maintain firebreaks, if authorised by Tasmanian Fire Service or as authorised in writing by the Minister;
 - (ii) to maintain carriageways, rights of way and easements in accordance with all Legislative Requirements;
 - (iii) to maintain infrastructure and fences, as authorised in writing by the Minister;
 - (iv) to construct infrastructure, carriageways and fences, as authorised in writing by the Minister;
 - (v) to manage the Natural Values through the planned use of fire, as authorised in writing by the Minister.
- (o) Introduction of Exotic Species except:
 - (i) declared biological control (agent) organisms under the *Biological Control Act 1986*, to control declared target organisms under the *Biological Control Act 1986*;
- (p) introduction of Native animals except as authorised in writing by the Minister.

4.6 The Owner agrees:

- (a) to use best endeavours to ensure that Exotic Species that threaten the Natural Values do not become established;
- (b) to use best endeavours to eliminate or control established Exotic Species that threaten the Natural Values by following the weed management prescriptions issued for the Part C Land by the Minister;

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- (c) to comply with any reasonable and safe fire management practices prescribed for the Part C Land by the Minister;
- (d) to maintain fences, if those fences are necessary to protect the Natural Values;
- (e) to comply with any threatened species management prescriptions issued by the Minister;
- (f) to comply with any prescriptions limiting off-road vehicle use issued by the Minister;
- (g) to use best endeavours to protect the Natural Values.



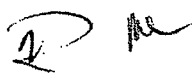
5. WAIVER OF RIGHTS OF RECOVERY

The Owner waives all present and future rights to claim against the Minister or the Crown for:

- (a) personal injury to, or death of, the Owner;
- (b) either or both loss of, or damage to, any of the Owner's property; and
- (c) financial loss to the Owner,

arising from or attributable to, the Owner carrying out any obligations or activities required or authorised under this Covenant. This waiver does not operate to release the Minister or the Crown from liability arising from, or attributable to, a wrongful (including negligent) act or omission of the Minister or the Crown.

6. CHANGE OF OWNERSHIP

- 6.1 The Owner must notify the Minister in writing of any agreement entered into by the Owner to effect any change of ownership or control of the Land and that notice must detail the name and address of all parties to the agreement and the nature of the change of ownership or control. 
- 6.2 The Owner must notify the Minister in writing of any change of ownership or control of any portion of the Land and that notice must detail the name and address of the new owner, lessee or licensee. 
- 6.3 The Owner must provide a copy of this Covenant, and all authorisations given by the Minister under the terms of this Covenant to all prospective purchasers, lessees or licensees of the Land. 

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- 6.4 Despite any other provision of this Covenant, a person will not be liable for any breach of the terms of this Covenant which has been committed after that person has ceased to be a registered proprietor of the Land.

7. RIGHT TO INSPECT AND CONDUCT WORKS

- 7.1 The Owner will, after having been given reasonable notice by the Minister, allow the Minister or any person who is authorised by the Minister to enter upon the Land in order to:

- (a) inspect the condition of the Land; or
- (b) conduct any works (including research) which are required to preserve or prevent degradation of the Natural Values.


- 7.2 If an access route is agreed to in writing by the parties, then the method of access to the Land is to be in accordance with the agreement except in the case of an emergency or where, in the circumstances, the Minister considers that method of access would be unreasonable.

- 7.3 The Minister will keep the Owner indemnified against any loss, damage or legal liability arising from entry to the Land and attributable to any act or omission of the Minister or an authorised person in respect of:

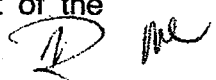
- (a) personal injury to, or death of, any person; or
- (b) damage to property on the Land;

- 7.4 Clause 7.3 of this Covenant does not apply to loss or damage which may arise in respect of works required to be done to preserve or prevent degradation of the Natural Values and which have been properly done,

8. DISPUTE

- 8.1 If a dispute arises between the parties under this Covenant, then (except in the case of action required to be taken under statute) the parties undertake in good faith to use all reasonable endeavours to resolve the dispute between them by negotiation. 

- 8.2 If a dispute arises requiring resolution, a party must serve a notice on the other specifying the nature and subject matter of the dispute. 

- 8.3 If one party has given a written notice of dispute to the other party and the parties are unable to resolve the dispute by means of a meeting or meetings held between them within twenty (20) Business Days after receipt of the 

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notice, then the dispute must be submitted for resolution under the following sub-clauses.

- 8.4 The matter in dispute must be referred for resolution by a person of appropriate qualifications and experience, as agreed between the parties, who will act as mediator and conduct a mediation concerning the matter in dispute.
- 8.5 The costs of all mediation under this clause are to be shared equally between the parties.
- 8.6 The parties agree to use their best endeavours to resolve the dispute by mediation.
- 8.7 If a dispute cannot be settled within forty (40) Business Days (or such other period as the parties agree) of one party serving a notice of that dispute in accordance with Clause 8.2, the dispute must be determined under the provisions of the *Commercial Arbitration Act 1986*.


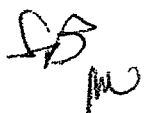
9. NOTIFICATION OF MATTERS ADVERSELY AFFECTING NATURAL VALUES

The Owner will advise the Minister of any proposed actions or events which have had, or may have, adverse affects upon the Natural Values.

10. REVIEW OF AUTHORISATIONS

- 10.1 Unless otherwise agreed by the parties, and confirmed in writing by the Minister, all authorisations given by the Minister under Clause 4.2, may be reviewed by the Minister and the Owner at any time, but at intervals no longer than 10 years.
- 10.2 Any authorisation reviewed under clause 10.1 may be amended by the Minister pursuant to that review.

11. COMPLIANCE WITH THE LAW

- 11.1 Despite any other provision of this Covenant, the parties must comply with all laws and Legislative Requirements which are relevant to this Covenant. 
- 11.2 Nothing contained within this Covenant should be taken to mean or imply that local government planning approval or any other approval has been or will be granted for activities which require such approval. It is the Owner's responsibility to obtain the relevant approvals and permissions and the Owner warrants that it will do so prior to undertaking any activities. 

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12. NOTICES

12.1 A notice or other communication to be given or made under this Covenant must be in writing and addressed to the party to which the notice is required to be given at the following addresses.

12.2 A notice or other communication given or made under this Covenant must be in writing and addressed, as the case may be, as follows:

THE MINISTER	C/- Secretary Department of Primary Industries, Parks, Water and Environment GPO Box 44 HOBART TAS 7001
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Facsimile Number: (03) 6223 8603;

THE OWNER	Anthony Scott Bell and Nicholas Richard Reaburn 1 Adelaide Street EAST LAUNCESTON TAS 7250
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or as otherwise advised in writing.

12.3 A notice or other communication is taken to have been duly served:

- (a) in the case of hand delivery - when delivered;
- (b) if sent by prepaid post - on the third (3) Business Day after the date of posting;
- (c) if sent by facsimile transmission (only if the sending facsimile machine produces a print out of the time, date and uninterrupted transmission record of the sending of the notice) - upon completion of sending if completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 a.m. on the next Business Day in that place.

12.4 A notice or other communication given or made under this Covenant is sufficient if:

- (a) in the case of the Minister, it is under the hand of the Minister or a duly authorised officer of the Minister or the Minister's solicitors;
- (b) in the case of the Owner, it is under the hand of the Owner or the Owner's solicitors.

NOTE:- Every annexed page shall be signed by the parties to the dealing, or where the party is a corporate body, be signed by the persons who have attested the affixing of the seal of that body to the dealing.

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- 12.5 A printed or copied signature is sufficient for the purposes of sending any demand, written consent or other communication by facsimile transmission.

13. OBLIGATIONS OF THE MINISTER

In consideration of the Owner's agreements in this Covenant the Minister agrees:

- (a) to arrange for the provision of such assistance and technical advice to the Owner as the Minister considers reasonable to provide for the protection and preservation of the Natural Values within the Land; and
- (b) to bear the cost of preparation and registration of this Covenant but not including any legal or other costs incurred by the Owner.

14. SEVERANCE

If any provision of this Covenant or its application to any person or circumstance is or becomes void, invalid, illegal or unenforceable, then so far as possible, the provision will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable. If any provision, or part of it, cannot be so read down, then the provision, or part of it, will be taken to be void and severable and the remaining provisions of this Covenant will not be affected or impaired in any way.

15. GOODS AND SERVICES TAX

- 15.1 Subject to any other provision of this Covenant expressing a contrary intention, if GST is imposed on a supply made under it, then the party paying for the supply must pay the amount of the GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.
- 15.2 A party making a taxable supply under this Covenant must give the recipient a tax invoice for the taxable supply when that supply is made.
- 15.3 In this clause "GST" refers to goods and services tax under *A New Tax System (Goods and Services) Act 1999* ("GST Act") and the terms used have the meaning as defined in the GST Act.

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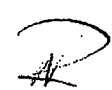
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16. MINISTER'S RIGHT TO DELEGATE OR AUTHORISE

- 16.1 The Minister may authorise, or delegate the right to, another person to perform or exercise any of the Minister's functions, powers, duties or responsibilities specified under this Covenant.
- 16.2 Any act or thing done by a duly appointed delegate, or authorised person described in Clause 16.1, while acting in the exercise of his or her delegation or authorisation (whichever is the case) will have the same force and effect as if that act or thing had been done by the Minister.

17. SPECIAL PROVISIONS

The special provisions in the Second Schedule are part of this Covenant and bind the parties according to their tenor.



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NOTE:

- Conservation Covenant Area 1 and Area 2 together comprise part of FR221927-1.
- All boundaries of Area 1 and Area 2 are indicated by heavy black lines and their positions are defined by the accompanying descriptions.
- All boundaries are parcel boundaries or straight lines unless otherwise described; details of individual parcel boundaries may be accessed through the Land Information System Tasmania (the LIS).
- The Conservation Covenant Area excludes land burdened by wayleave easements.
- The Conservation Covenant Area excludes all publicly maintained roads, or lands acquired or reserved for road purposes, regardless of whether or not such roads or road reserves are depicted on this plan.

POINT LISTING

A.	S168460mE S167780mN
B.	S168330mE S168022mN
C.	INTERSECTION OF PARCEL BOUNDARY WITH S45894mE
D.	INTERSECTION OF PARCEL BOUNDARY WITH S48793mE
E.	S167732mE S48793mN
F.	S168770mE S167724mN
G.	S168100mE S167987mN

LEGEND

- Conservation Covenant Area "The Land"
- Area 1 forms Part B of the Land
- Area 2 forms Part C of the Land
- Folio Boundaries FR221927-1

CONSERVATION COVENANT LOCALITY OF PIPERS BROOK

Tasmania

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SECOND SCHEDULE

Part 1. WAIVER OF RIGHT OF COMPENSATION

The Owner waives all rights to recover any statutory or other compensation from the Minister or the Crown in relation to the protection of the Natural Values of the Land under this Covenant including rights provided by Section 45 of the *Threatened Species Protection Act 1995* or Part 5 of the *Nature Conservation Act 2002* for any loss or damage suffered of whatsoever nature.

Part 2. COVENANT NOT TO BE VARIED OR DISCHARGED WITHOUT CONSENT OF COMMONWEALTH CROWN

This Covenant may not be varied or discharged by the parties without the consent of the Crown in Right of the Commonwealth of Australia being first obtained.



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Methods of Monitoring

Scott Bell¹ and Karen Richards

¹scottbell1950@gmail.com

Background

I purchased the property near Bridport, NE Tasmania, in November 2007, following an online internet search for a property (vague ideas of having some bush, a place to find solitude, a place to become involved with, and possibly a place to construct another house). Whilst away on a 3-month Antarctic campaign with Sea Shepherd, I was notified that a significant bush fire had occurred in the area.

Upon arrival on the block post-fire, in February 2008, I felt overwhelmed, for a variety of reasons. This bush fire had been hot and ferocious, due to the significant fuel load, wind, soil moisture and temperature inputs - the previous significant fire was approximately 20 years prior. In total 2595 ha of country had been burnt, of which my property of 240 ha was included.

I was aware that fire is a natural part of the ecosystem, but this was theoretical knowledge, the practical reality for me was different, traumatizing, devastating, and alarming. I was faced with the skeletons of wildlife visible amongst the ashes, the landscape barren, and so quiet. There was no noise from the wind in foliage, no bird song, no insects ... it was disheartening. Faced with this adversity, my resolve was to take control and get in and do something – anything – anything to assist nature to return. In retrospect, out of ignorance and misguided enthusiasm, I was interfering with the natural processes, and wasting my time and my energy.

So, I planted 100's of trees. Tube stock of Australian and Tasmanian natives. With the browsers all dead or displaced from the bushfire, my plantings had a head start of 12 months or so. My retrospectoscope shows me that in 2023 not many have survived. Nature's natural healing superseded and the bush self-regenerated. In those early years I contacted wildlife carers to release rehabilitated, or orphaned animals on the block, and encouraged the Save the Tasmanian Devil program to construct a bio-secure enclosure on the land, as part of the national captive breeding program.

In parallel I was considering how to future proof the property. I contracted an environmental consultant, Steve Cronin, to undertake flora and fauna surveys and produce a comprehensive conservation management plan (Cronin, 2008). In addition, I requested the Tasmanian Land Conservancy to facilitate the establishment of a conservation covenant for the property. The covenant was finalized in 2011. This had a domino effect, encouraging an adjoining neighbour to likewise place a covenant on their property.

However, I recognized I was a babe in the woods with minimal knowledge of ecosystems, biodiversity, and local flora and fauna. But my previous experience in the medical profession had grounded my critical thinking skills and scientific approach. Having read the book "The limits to growth" (Meadows et al, 1972), I was acutely aware of the evolving climate catastrophe, and I wanted my future management prescription for the property to accommodate the consequences of

the pending changing climate. This has put me in to conflict with the terms and conditions of the covenant.

Subsequently my knowledge base has improved, and my overall management of the property has become more structured, logical, and comprehensive. For example, I have established ~8-10 km of slashed walking tracks, which provide controlled access to many areas of the block, offering boundaries for burn units and fire management. Established gravel pits (how do you rehabilitate a gravel pit?) have been re-birthed as dams and wetlands. A reasonable level of biosecurity has been maintained for visitors, excluding introduced species such as pets, ornamental garden plants and non-native flora species. While an adjoining 60 ha has also been purchased to facilitate further projects such as 'Saltwood Trees for Life', and to re-establish continuity between the original property and the riparian zone of the Worewoter / Little Pipers River.

I actively encourage research on the block to improve understanding of the biodiversity and its return, and as a resource for scientific study – encouraging various surveys conducted by external zoologists (e.g. New Holland Mouse *Pseudomys novaehollandiae* (Waterhouse, 1843) project run by Natural Resources and Environment Tasmania (NRE Tas)), entomologists, ornithologists, botanists and Aboriginal heritage. Water quality studies and aquatic fauna monitoring commenced in 2010 and are ongoing. The block also acts as an educational resource for a local group of senior school students, field naturalist groups, university groups and other interested parties.

Since my retirement in 2006 I have become more actively involved in environmental and conservation activities, and my experience with this property, as described, has been a major impetus for me. More recently, with the ongoing impacts of the climate catastrophe, my role in climate activism has escalated, and I have become progressively more aware of the threats to our natural environment. So, what commenced as an unstructured purchase of a property and two camera traps - subsequently destroyed by devils, has now evolved into an on-going and broadening project building on the continuity of monitoring. This is a report on one project to record the vertebrate fauna occurrence and post-fire recovery on the property.

Methods

My first sighting of a feral cat occurred one morning, early in 2008. I immediately set a baited possum trap and was able to catch the feline (a handsome black male) within a few hours - a daylight trapping! Unusual. But I was unprepared, so had to call my neighbour in, with his rifle. Since then, I've purchased a high-powered air rifle (I'm a licensed firearm owner), so I can now quietly and respectfully euthanise any trapped animal requiring such an action. But my curiosity was piqued - what else was living in the bush, and roaming about? I needed to discover the answers to this question. A project to investigate the mammalian occurrence on the block was initiated in 2010, with structured regular recording commencing in 2019. The development was periodic and expanding to include two trap lines (transects), each with a maximum of eight traps by 2022. Standard commercial large animal traps [also referred to as possum traps] were used. Trap placement confined to eight stations along the established transects (Figure 1). The number of traps activated on any occasion varied, dependent on factors including weather, operator availability, and ability to inspect the following day.

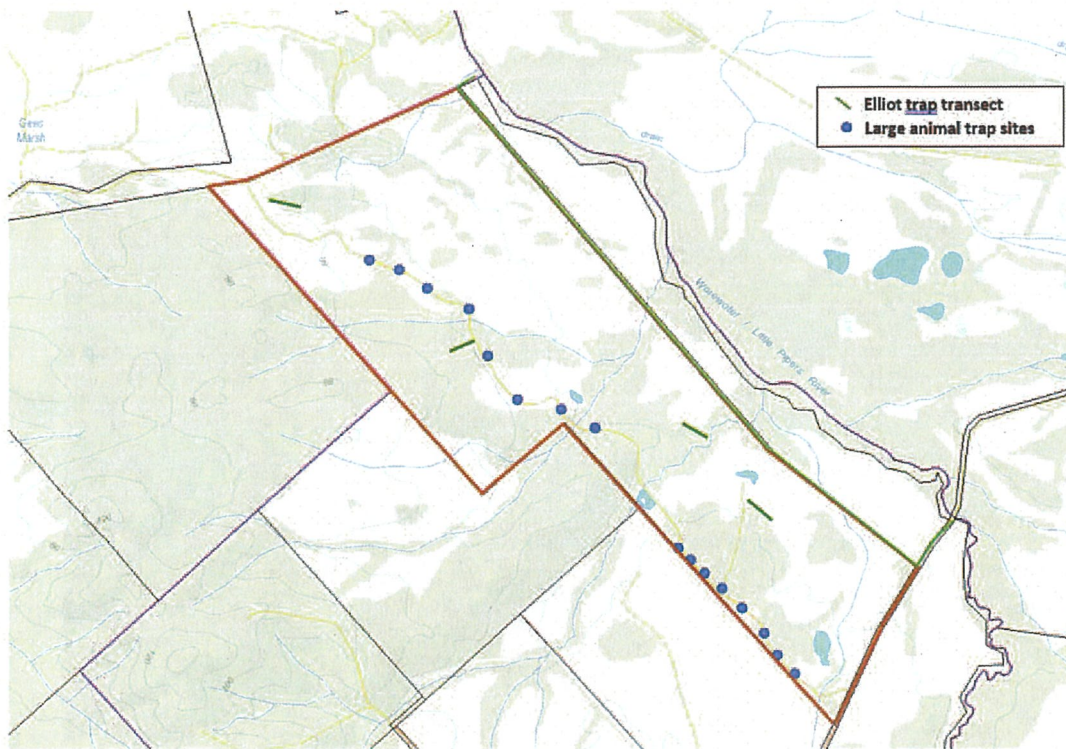


Figure 1. Trapline placement on the block. (still need to insert location map in corner, and properly outline adjoining block purchased)

Traps were baited and set at dusk, a hessian bag covering 2/3 of the trap, and inspected at dawn (Plate 1a,b). The principal bait used was old roast chicken, but in addition a variety of other options were trailed, which included raw wallaby, canned sardines, raw chicken necks and commercial canned pet food, with the occasional supplement of fish oil. Overall plain roast chicken was the preferred bait, as it was regularly accepted by the trapped inhabitants. Captured animals were identified *in situ*. Emphasis was placed on determining presence and extent of devil facial tumour disease (DFTD) in the Tasmanian devils (*Sarcophilus harrisii* (Boitard, 1841)) captured, as well as recording observations of sex, weight, general health status and presence of wounds. Prior training on devil handling was undertaken at a course attended at the DPIPWE Cressy facilities (in 2016), and through informal discussion with the staff managing the devil enclosure on the property.



Plate 1a Large animal trap *in situ*



Plate 1b Eastern quoll awaiting release.

New Holland Mouse surveys conducted on the block by staff from NRE Tasmania (Billie Lazenby), offered opportunity to gain experience in trap use and small mammal handling, resulting in increased awareness of and interest in the small mammal inhabitants. 12 Elliot traps were obtained and deployed along up to four trap lines, periodically over a 3-year period (see Figure 1 for locations). In addition, four small mammal traps [rat traps], used to target rat-sized mammals, were occasionally deployed, most often in the vicinity of the dwellings.

Captured feral animals (cats (*Felis catus* Linnaeus, 1758), black rats (*Rattus rattus* Linnaeus, 1758), and house mouse (*Mus musculus* Linnaeus, 1758) were humanely euthanized, the carcasses of cats and rats frozen, then delivered to UTas PhD students undertaking research on the species, supervised by Prof Menna Jones.

Supplementary *ad hoc* observations of vertebrate fauna were recorded, including both diurnal sightings and nocturnal surveys, the latter undertaken along a 9 km stretch of internal roadways. Observations of sighting (mammals, reptiles, and birds) were recorded.

Results

Large animal traps

A total of 1131 individual trap nights (events) were conducted across 4 years (large animal traps, 2019-2022 inclusive) (Table 1).

	No. days traps open	no. traps total	no. days success	Success/total traps	Success/days open	no. trap tot/no. days open
2019	75	200	50	0.250	0.667	2.667
2020	103	308	49	0.159	0.476	2.990
2021	69	227	42	0.185	0.609	3.290
2022	102	398	51	0.128	0.500	3.902

Table 1. Vertebrate capture rates in large animal traps 2019 – 2022.

Trapping effort varied between the years, with 2022 having the most traps deployed (398) across 102 trapping nights, averaging 3.9 deployments per event, and an additional 333 Elliot trap nights occurring concurrently (the latter not included in the table below). Despite this, proportionally, the greatest trapping success occurred in 2019, with a 25% success rate, the figure halving in 2022 (12.8%).

Trapping success was measured as a single event where 1 or more animals were captured. The number of successful trapping events vs total number of days of trap deployment ranged between 0.48 – 0.67, meaning that any single trapping night in 2020 had approximately 48% chance of success, despite having proportionally higher numbers of traps deployed, and for a significantly greater number period.

Six species, 5 native and 1 introduced, were recorded in large animal traps between 2019 – 2022, from a total 246 trapping events. In order of frequency of capture, Tasmanian devils *Sarcophilus harrisii* (Boitard, 1841) were most abundant, followed by brushtail possum *Trichosurus vulpecula*

(Kerr, 1792), Cat *Felis catus* Linnaeus, 1758, eastern quoll *Dasyurus viverrinus viverrinus* (Shaw, 1800), spotted-tail quoll *Dasyurus maculatus maculatus* (Kerr, 1792), and Tasmanian bettong *Bettongia gaimardi* (Desmarest, 1822). The Tasmanian devil was the most frequently trapped species in 3 out of 4 years. The total number of captures of each species per year is presented in Table 2.

	2019	2020	2021	2022
<i>Black rat</i>	4	7	1	6
<i>Eastern quoll</i>	3	0	6	2
<i>Tasmanian devil</i>	33	28	10	30
<i>cat</i>	6	4	3	7
<i>bettong</i>	0	0	3	3
<i>Spotted-tail quoll</i>	1	4	2	0
<i>Brushtail possum</i>	20	23	29	29

Table 2. Total number of captures of vertebrate species in large animal traps by year.

Overall the captures of Tasmanian devils and brushtail possums were similar, each amassing 101 individual captures across the 4 years of trapping, despite devil numbers captured reducing by more than half in 2021. The figures, however, are an overestimate of the true number of individual animals, owing to several recaptures of some individuals (particularly brushtail possums), evident by the records taken of fur colour, sex, size and location. The proportion of each species captured per year are presented in Figure 2.

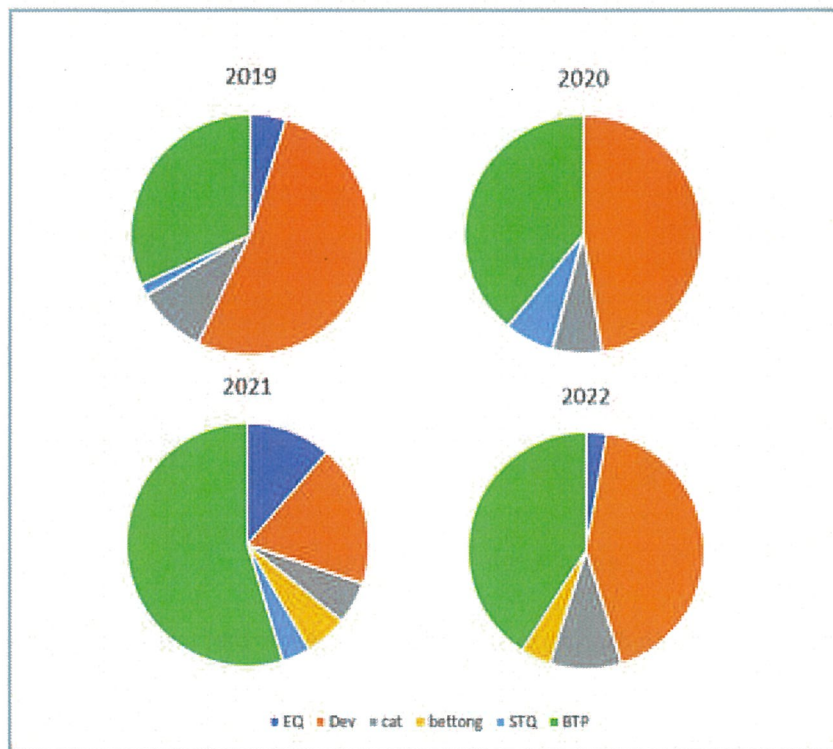


Figure 2. Proportion of large animal trap captures per year.

Lower numbers of bettong, spotted-tail quoll and eastern quoll were captured: the total number of each encountered across the monitoring period at 6, 7 and 11 individuals respectively. Again, at least in one instance, a suspected spotted-tail quoll recapture was documented. Feral animals were also trapped, most notably 20 individual feral cats were captured (and disposed of), averaging 5 cats per year, although trapping success was greatest in 2022. Cats constituted 8 % of the total trap captures.

Capture rates of individual species were similar between years; the exception being Tasmanian devils, where the number captured declined significantly from the trend in 2021 (Figure 3). A most likely explanation for the observed decline being a change in trapping focus that year – which concentrated on the human habitation zones. The slight increase in brushtail possum captures in 2021 and 2022 was likely due to several recaptures, particularly of a large, pale individual at one location.

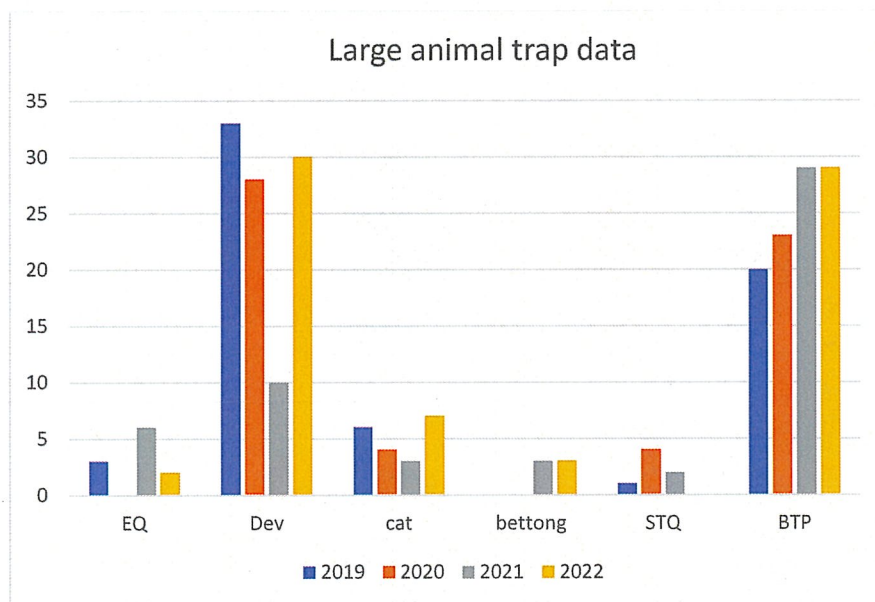


Figure 3. Total numbers of individual species trapped by year in the large animal traps.

Small mammals - Elliot trapping

Small mammal trapping using Elliot traps was instigated in 2020 and again in 2023. A total of four species were recorded, although unfortunately, the New Holland mouse was not detected. A deviation in trapping focus occurred in 2021, increasing deployment of Elliot and small mammal traps, increasing the number of species recorded.

Targeted trapping for small mammals confirmed the presence of the domestic mouse *Mus musculus* Linnaeus, 1758 (total 13 captured in 2022), both in habitation zone and bush locations, and increased records of black rats *Rattus rattus* Linnaeus, 1758, and native swamp rat *Rattus lutreolus* (Gray, 1841) in the final year of the project. Interestingly, the southern banjo frog *Limnodynastes dumerilii insularis* Parker, 1940 was also detected in Elliot traps on two occasions.

Nocturnal roadline surveys

Aside from Tasmanian devils, spotted-tail quoll and eastern quoll, an additional 20 species of mammal, frog, bird and reptile were recorded during the night surveys. Surprisingly, snakes were also occasionally active (yes, at night). Further noteworthy observations were compiled from visual, audible, and/or scat identification. Nocturnal and diurnal (audible) observations confirmed the presence of seven frog species, as well as the migratory Australasian bittern, remaining in one of the re-habilitating wetlands for several months (Plate 2).



Plate 2. – rehabilitated wetland from where the Australasian bittern was recorded in 2022-23.

Daytime observations

Ad hoc observations of fauna were also undertaken during the trap monitoring period, with wedge-tailed eagle, white-bellied sea eagle and annual migration of swifts recorded. Occurrence of new species (previously unrecorded on the block) increased as vegetation recovered post-fire. A list of the nocturnal and diurnal species recorded is presented in Appendix I.

Discussion

Back in the 1950s my family had a holiday shack at Hawley Beach and our father would take us out fishing in our small tinny where we used baited handlines. Those were the days when there were fish about. And I will never forget the excitement of the keen anticipation, of feeling that handline tug on my expectant finger, giving it a yank to set the hook and then hauling it in, hand over hand, to see what I had caught. Was it a flathead, or a gurnard, or maybe a whiting, or perhaps even a parrot fish? So, from an early age I was imbued with a sense of curiosity, excitement, anticipation and expectation about the natural world in which I lived. Fast forward to 2008, and suddenly I have 240 ha of fire damaged property. After an exhausting period attempting to promote and enhance the recovery of the natural environment, I stepped back and allowed nature to take its usual course.

A few years later, my curiosity and excitement provoked me – I wanted to know what was happening, thus I instigated my monitoring projects. While I didn't have any clear aims in mind of how I could logically or scientifically approach this task, I had a rough idea of the local inhabitants and a vague expectation of what I might find in my traps.

The value of the data has given me some definitive evidence of what was happening in the post-fire recovery phase. 15 years post-fire, the block now supports a diverse vertebrate fauna, in line with similar forest types elsewhere in coastal NE Tasmania, indicative of progressive recovery. As the wetlands improve, previously unrecorded species are migrating to the block ...

Since my retirement my focus on conservation and environmental issues has intensified, catalyzed by the advancing climate catastrophe. As an aside I have become actively involved with a global climate activist group, resulting in multiple appearances before magistrates, offering up the opportunity to elaborate and justify my understanding of, and belief in the climate science. Consequently, the need to explore and quantify and validate the merits of this property has driven me to undertake a variety of actions – the monitoring project has been part of this overall approach.

Unofficial analysis of the 2023 results to date shows trends in increasing devil numbers trapped comparative to 2022, along with an overall decline in obvious DFTD. These trends may bode well for potential recovery of the local devil population.

So where to from here? - In 2021 I purchased the neighbouring block with a 3 km shared eastern boundary to my current property. I now have a property bounding the Worewoter / Little Pipers River – a river, a catchment, I have been interested in for over a decade. Subsequently I am seeking to obtain legal rights and protection for the river and its catchment, a major project that entails input from a wide variety of specialists and experts. As for monitoring, I need to be able to positively identify individual devils, and consequently recaptures, potentially entailing paint-tagging the interscapular region, or perhaps bleaching a patch with hydrogen peroxide. I also wish to establish a network of internet-connected camera traps. In parallel with my terrestrial trapping, I have been monitoring aquatic species, including giant freshwater crayfish *Astacopsis gouldi* Clark, 1936, and fish, predominantly galaxiids and eels in the Worewoter / Little Pipers River catchment and propose to construct *Engaeus* Erichson, 1846 traps to determine the burrowing crayfish species present. The ongoing monitoring and future plans have been immensely satisfying and valuable, not only at a personal level, but also of benefit to the NRE Tas covenant program, enriching understanding of the biodiversity and its ability to recover post-fire on this covenant providing protection of its natural values in perpetuity.

Acknowledgements

Many people have contributed to building the understanding of biodiversity on this property. I wish to offer special acknowledgement to Steve Cronin, Sarah Lloyd OAM, Dr Helen Morgan, Ron Nagorcka, Dr Billie Lazenby, Dr Karen Richards, Chris Spencer, Matt Taylor (TLC), Dr Janet Smith (PLCP), Anna Povey, Stewart Huxtable, and members of the Threatened Plants Tasmania for their commitment to biodiversity, and to my neighbour Bob Smith, whose assistance has been invaluable.

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Cronin, S.J. (2008). Conservation Plan. Esmerelda Enterprises Pty. Ltd. - Little Pipers River.

Appendix 1. Additional vertebrate species recorded on the property from diurnal observations and nocturnal surveys.

Group	Order	Family	Scientific name	Common name	Detection method	Observations - Diurnal/Nocturnal
Mammal	Dasyuromorphia	Dasyuridae	<i>Sarcophilus harrisii</i> (Boltard, 1941)	Tasmanian devil	traps, visual, scats	N
Mammal	Dasyuromorphia	Dasyuridae	<i>Dasyurus maculatus</i> (Kerr, 1792)	Spotted-tail quoll	traps, visual, scats	N
Mammal	Dasyuromorphia	Dasyuridae	<i>Dasyurus viverrinus</i> (Shaw, 1800)	Eastern quoll	traps, visual, scats	N
Mammal	Peramelemorphia	Peramelidae	<i>Perameles gunnii</i> Gray, 1838	Eastern barred bandicoot	visual, carcass	D, N
Mammal	Diprotodontia	Macropodidae	<i>Thylagale billardieri</i> (Desmarest, 1822)	Pademelon	visual, carcass	D, N
Mammal	Peramelemorphia	Peramelidae	<i>Isodon obesulus</i> (Shaw, 1797)	Southern brown bandicoot	visual	N
Mammal	Diprotodontia	Macropodidae	<i>Notamacropus rufogriseus</i> (Desmarest, 1871)	Red-necked wallaby	visual, carcass	D, N
Mammal	Diprotodontia	Potoroidae	<i>Bettongia galimardi</i> (Desmarest, 1822)	eastern bettong	traps, visual	N
Mammal	Diprotodontia	Potoroidae	<i>Potorous tridactylus</i> (Kerr, 1792)	Long-nosed potaroo	visual, excavations, scats	N, D
Mammal	Diprotodontia	Phalangeridae	<i>Trichosurus vulpecula subsp. fuliginosus</i> (Kerr, 1792)	Brush-tail possum	traps, visual, scats	N
Mammal	Diprotodontia	Vombatidae	<i>Vombatus ursinus</i> (Shaw, 1800)	Wombat	visual, excavations, scats	N, D
Mammal	Dasyuromorphia	Dasyuridae	<i>Antechinus minimus</i> (E. Geoffroy, 1803)	Swamp antechinus	visual (carcass)	D
Mammal	Monotremata	Tachyglossidae	<i>Tachyglossus aculeatus</i> (Shaw, 1792)	Echidna	visual, excavations	D
Reptile	Squamata	Elapidae	<i>Notechis scutatus humphreysi</i> Peters, 1861	Tiger snake	visual	D, N
Reptile	Squamata	Elapidae	<i>Austrelaps superbus</i> (Günther, 1858)	Copperhead snake	visual	D
Reptile	Squamata	Scincidae	<i>Tiliqua nigrolutea</i> (Quoy & Gaimard, 1824)	Blue-tongue lizard	visual	D
Frog	Anura	Hylidae	<i>Litoria raniformis</i> Keferstein, 1867	Green & gold frog	audible, visual	D
Frog	Anura	Limnodynastidae	<i>Limnodynastes dumerilii insularis</i> Parker, 1940	Southern banjo frog	audible	D
Frog	Anura	Hylidae	<i>Litoria ewingii</i> (Duméril & Bibron, 1841)	Southern brown tree frog	audible	-N
Frog	Anura	Myobatrachidae	<i>Geocrinia laevis</i> (Günther, 1864)	Smooth froglet	audible	N
Frog	Anura	Limnodynastidae	<i>Limnodynastes tasmaniensis</i> Günther, 1858	Spotted marsh frog	audible	N
Frog	Anura	Myobatrachidae	<i>Crinia signifera</i> Girard, 1853	Common eastern froglet	audible	N
Frog	Anura	Myobatrachidae	<i>Pseudophryne semimarmorata</i> Lucas, 1892	Southern toadlet	audible	N
Bird	Charadriiformes	Scolopacidae	<i>Gallinago hardwickii</i> (J.E. Gray, 1831)	Latham's snipe	visual	D
Bird	Galliformes	Phasianidae	<i>Coturnix ypsilophora</i> Bosc, 1792	Brown quail	visual	D
Bird	Podicipediformes	Podicipedidae	<i>Tachybaptus novaehollandiae</i> Stephens, 1826	Australasian grebe	visual	D
Bird	Apodiformes	Apodidae	<i>Apus pacificus</i> (Latham, 1801)	Pacific swifts	visual	D
Bird	Accipitriformes	Accipitridae	<i>Aquila audax fleayi</i> (Latham, 1801)	Wedge-tailed eagle	visual	D
Bird	Accipitriformes	Accipitridae	<i>Haliaeetus leucogaster</i> (Gmelin, 1788)	White-bellied sea eagle	visual	D
Bird	Anseriformes	Anatidae	<i>Cygnus atratus</i> (Latham, 1790)	Black swan	visual	D
Bird	Gruiformes	Rallidae	<i>Porphyrio melanotus</i> Temminck, 1820	Australasian swamphen	visual	D
Bird	Gruiformes	Rallidae	<i>Tribonyx mortierii</i> Du Bus de Gisignies, 1840	Tasmanian native hen	visual	D

Bird	Anseriformes	Anatidae	<i>Anas superciliosa</i> Gmelin, 1789	Pacific black duck	visual	D
Bird	Anseriformes	Anatidae	<i>Chenonetta jubata</i> (Latham, 1801)	Australasian wood duck/Maned duck	visual	D
Bird	Pelecaniformes	Ardeidae	<i>Egretta novaehollandiae</i> (Latham, 1790)	White-faced heron	visual	D
Bird	Suliformes	Phalacrocoracidae	<i>Microcarbo melanoleucos</i> (Vieillot, 1817)	Little pied cormorant	visual	D
Bird	Pelecaniformes	Ardeidae	<i>Botaurus poiciloptilus</i> (Wagler, 1827)	Australasian bittern	audible	N, D
Bird	Passeriformes	Hirundinidae	<i>Hirundo neoxena</i> Gould, 1842	Welcome swallow	visual	D
Bird	Strigiformes	Strigidae	<i>Ninox leucopsis</i> (Gould, 1838)	Tasmanian boobook	audible, visual	N
Bird	Caprimulgiformes	Podargidae	<i>Podargus strigoides</i> (Latham, 1801)	Tawny frogmouth	visual	N

Trapping Trip Report – Wild Devil Population outside Bridport FRE June 2018

Date: Tuesday 12th – Friday 15th June 2018

Staff: Olivia Barnard, Billie Thompson Judy Clarke (vet)

Location: Scott Bell's Property -

Weather: Rain with some clear patches throughout the 3 days.

Report by Olivia Barnard

Background and aims

Bridport FRE devils have shown high levels of parasite ova in scat, elevated lead levels as well as anaemia (PCV levels) in recent trapping examinations (April/May 2018). This in turn initiated a need to sample wild devils within the immediate area outside Bridport FRE to determine if the results are associated to environmental matters or perhaps due to the FRE housing devils continuously over a long period (several years) without rest instigating a worm burden within the FRE (even after removal of scats on a regular basis).

The STDP has not trapped outside of Bridport FRE previously however, a fixed sensor camera outside the FRE gate has detected devils on a regular basis and there is numerous devil scats found throughout the property.

Methods

The aim was to trap as many devils as possible in the short 3-night period to collect blood and scat samples. Traps were placed in likely devil areas such as latrine sites, animal tracks, crossroads, watercourses etc.

Several traps were locked open a week prior and free fed chicken and sardines to attract devils into traps. Oestrous sacks from Cressy female devils were also placed outside the front gate of the FRE for enticement.

26 Traps were set on the first night of Tues 12th June. 2 extra traps (totalling 28) were set the following 2 nights in "hot-spot" areas. See map 1. below for trap sites.

All devils captured were given a thorough health check and any suspicious DFTD lesions were sampled and sent to pathology for testing. Blood was collected for lead and anaemia levels (PCV), scats were collected for parasitology and all individuals were microchipped and 2 x ear biopsies collected.

Results

6 individual devils were trapped in total over the 3 consecutive nights. No devils had microchips and 1 of the 6 individuals presented with a small lesion/tumour (approx. 2cm diameter) on hard palate of mouth consistent with DFTD. Of the 6 devils trapped, 4 were 2017 offspring (2F, 2M) and 2 likely 2016 offspring (1M, 1F). The 2016 female presented with 3 pouch young. No 2017 females had pouch young.

1 aged male spotted-tailed quoll and 1 male feral cat were also trapped.

2 of the 2017 offspring presented with *Uropsylla tasmanica* as well as the aged spotted-tailed quoll who was severely infested. These individuals were treated with frontline. What appeared to be a bacterial infection in the back of the 2 male 2017 offspring was swabbed for analysis. Results pending.

As noted on camera footage, there are other individual devils that frequent the area however were not trapped over the 3 nights, one of which appeared to have advanced stages of DFTD.

Vet report regarding results to follow.

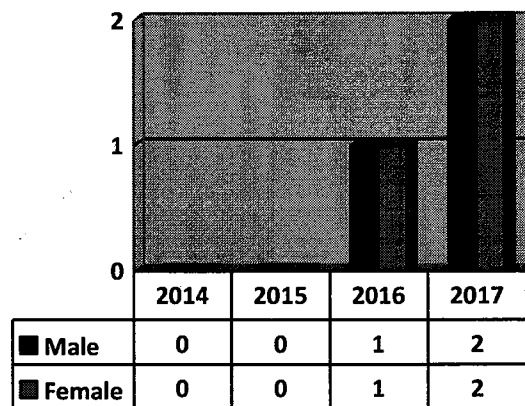
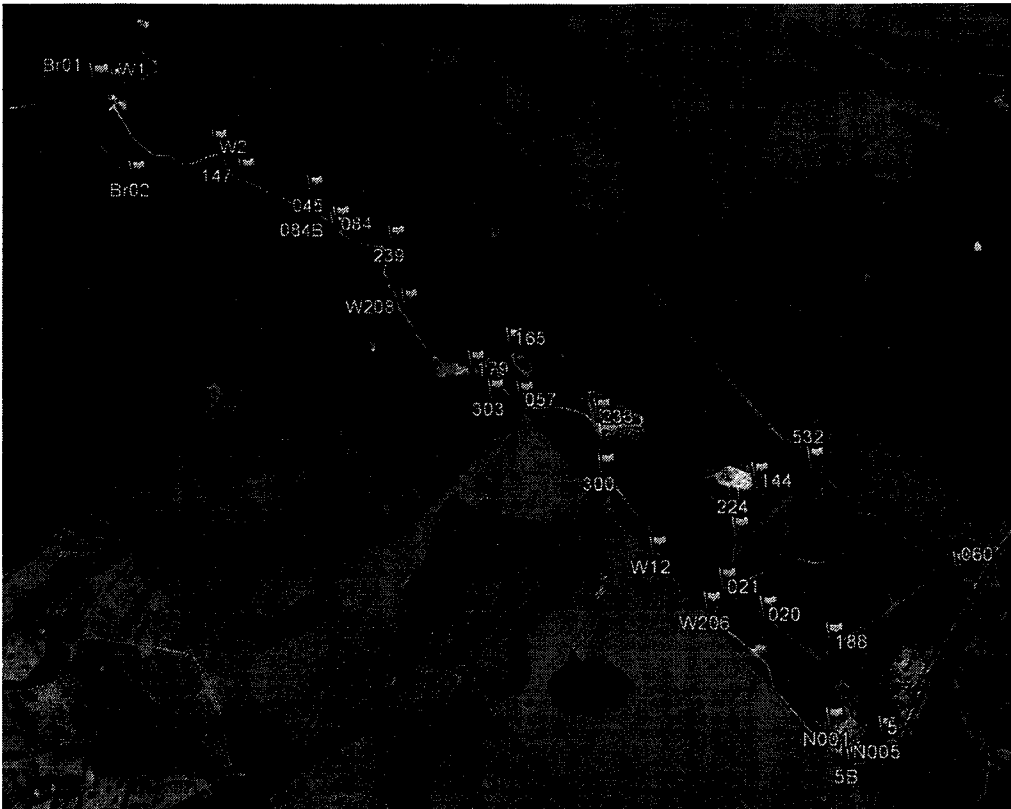
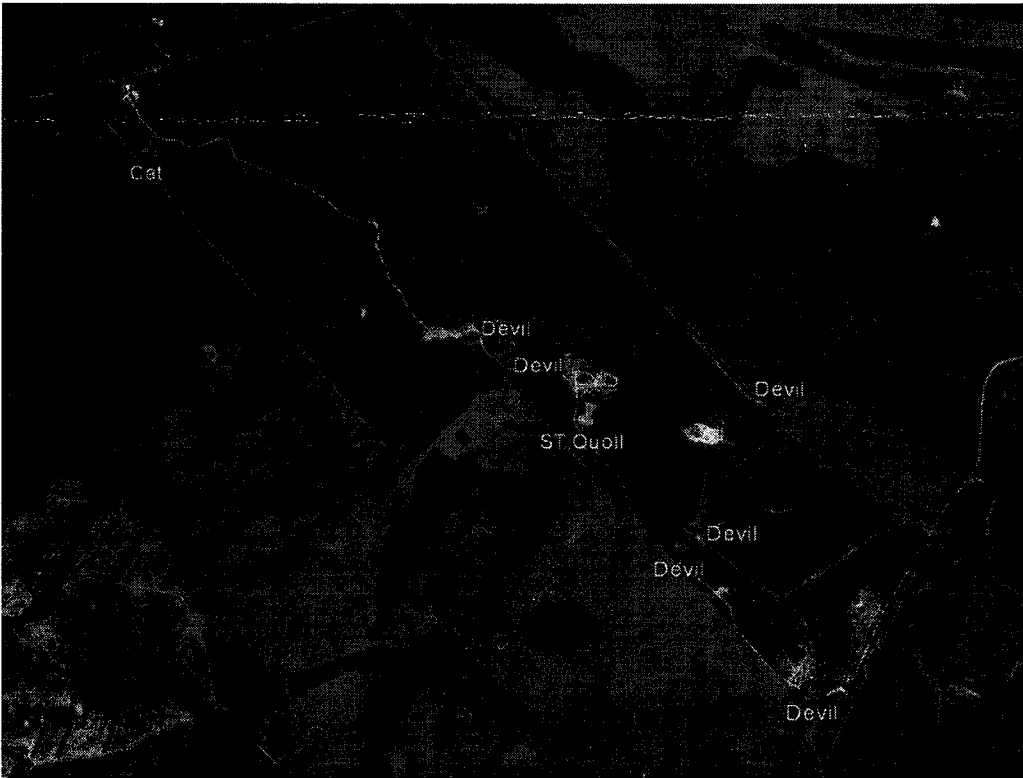


Figure 1- Abundance of devils caught by age class and sex

Species	Name	Age (YOB)	Sex	Weight	Microchip No	Samples collected	comments
Tas Devil	Zara	2016	F	8.0kg	982000405983667	Blood, scat, ear biopsy	3py
Tas Devil	Scott	2016	M	9.8kg	982000405986342	Blood, FNA, ear biopsy	DFTD score 5
Tas Devil	Stefan	2017	M	5.5kg	982000123210574	Blood, scat, ear biopsy	Uropsylla detected.
Tas Devil	Julia	2017	F	4.9kg	982000123209427	Blood, scat, ear biopsy	0py
Tas Devil	Annie	2017	F	5.3kg	982000405983645	Blood, scat, ear biopsy	
Tas Devil	Hamish	2017	M	4.8kg	982000405983527	Blood, scat, ear biopsy, oral swap	Uropsylla detected
ST Quoll	Don	Old	M	4.2kg	982000123211327	Treated with frontline	Severe Uropsylla infestation



Map 1 – Trap sites



Map 2 – Capture sites



Figure 2 & 3 – 2017 males presenting with bacterial infection towards back of mouth and cheeks.

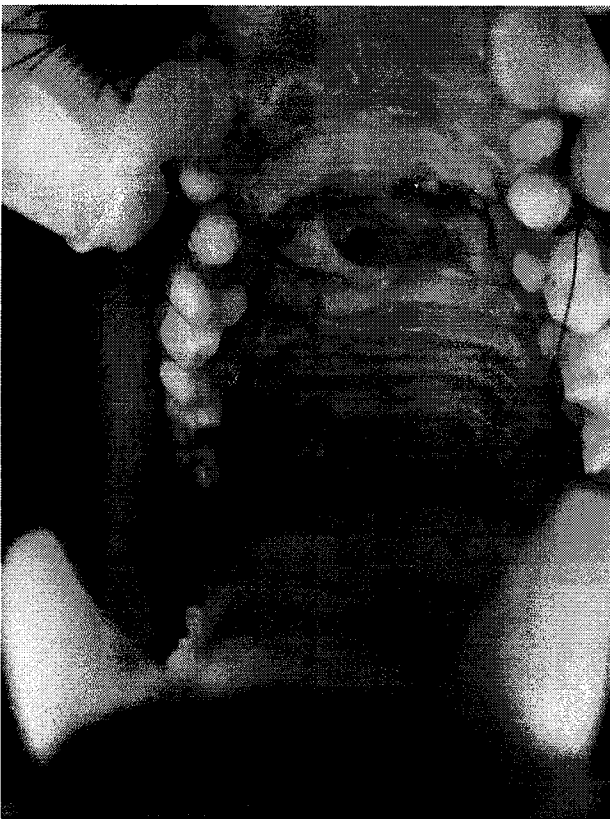


Figure 4 – 2 year old male with small tumour on hard palate



Figure 5 - Uropsylla tasmanica detected on 2 of the 2017 offspring

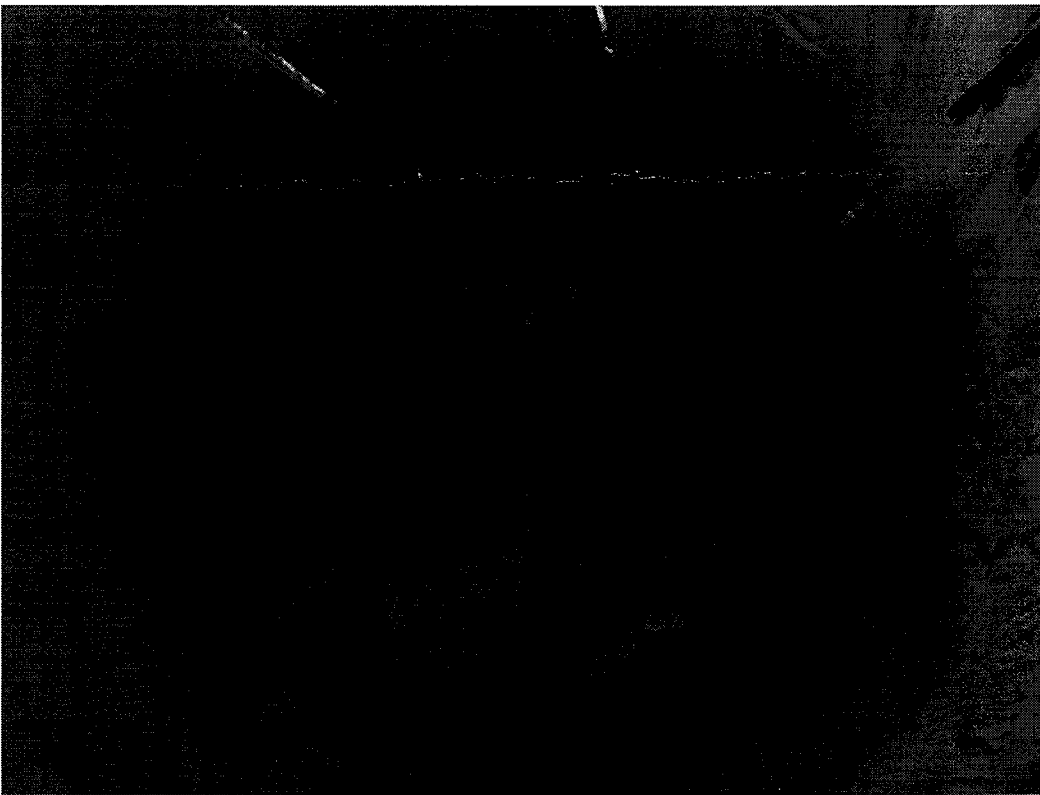


Figure 6 – Aged male spotted-tailed quoll trapped.

NATURE CONSERVATION PLAN

FOR

177 SALTWOOD ROAD, PIPERS RIVER

DECEMBER 2010



Yellow-tailed black cockatoos (*Calyptrorhynchus funereus*)

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1 Introduction to this Nature Conservation Plan

This Nature Conservation Plan ("Plan") must be read in conjunction with the attached Conservation Covenant ("Covenant") registered on the land title. In this Plan, all definitions follow those described in Clause 3.1 of the Covenant.

The Covenant lists in Clause 4.2 and 4.5 those activities that are prohibited from the Land. Clause 4.2 and 4.5 also details those activities that may only be undertaken with authorisation in writing by the Minister. This Nature Conservation Plan contains Authorisation(s) from the Minister, for the purposes of Clause 4.2 and 4.5 of the Covenant, and details the extent to which these activities are permitted in the Land. This Plan also contains the management prescriptions issued by the Minister which are referred to in Clause 4.3 of the Covenant.

All decisions, approvals, consents, recommendations, monitoring and other responsibilities of the Minister specified in this Nature Conservation Plan may be made, given or carried out by the Minister or a duly appointed delegate (or authorised person) of the Minister.

The Minister will provide succeeding owners of the Land a Nature Conservation Plan containing authorisations, management prescriptions, and/or recommendations that will facilitate the ongoing management of the Land. Before transferring the property, the Owner may direct any enquires from purchasers regarding the Conservation Covenant and Nature Conservation Plan to the Department.

Any Management Prescriptions provided in this Nature Conservation Plan:

- (a) may be varied at any time by agreement between the parties;
- (b) will be reviewed jointly by the parties every 10 years (or as otherwise agreed) and if both parties agree, may be amended by the Minister pursuant to that review.

Any Authorisation(s) provided in this Nature Conservation Plan (in relation to the Covenant):

- (a) may be reviewed by the Minister and the Owner at any time;
- (b) will be reviewed by the Minister and the Owner at intervals no longer than 10 years (or as otherwise agreed);
- (c) may be amended by the Minister pursuant to that review.

All notices or other communications given by the Owner to the Minister under the terms of this Nature Conservation Plan must be in writing and sent to the following address:

The Minister,
C/- The Secretary,
Department of Primary Industries, Parks, Water and Environment
Private Land Conservation Program
GPO Box 44
HOBART TASMANIA 7001

OR

Facsimile number (03) 6223 8603

2 Management Objectives

2.1 General Objectives

The following general objectives apply to the management of the Land:

- Protection and conservation of the natural systems and features in the Land, including the diversity of species, habitats and communities;
- Protection of significant vegetation communities and populations of threatened and/or priority plant and animal species;
- Protection of the Land from damage by introduced plants and animals, disease and inappropriate management regimes.

2.2 Specific Management Objectives for Natural values

The management objectives are:

- To maintain the structure of vegetation community and allow for regeneration of native species under the proposed management regime;
- To implement appropriate fire regimes;
- To protect the habitat of threatened and/or priority species;
- To eradicate or control weeds and feral animals and prevent any further introduction(s) of exotic species;
- To manage a captive insurance population of the Tasmanian devil (*Sarcophilus harrisii*).

The success, or otherwise, of the management regimes will be monitored by the Department of Primary Industries, Parks, Water and Environment ("the Department"). In general, the measures of success of the management regimes are:

- the maintenance or improvement in native species diversity, richness and abundance;
- adequate and appropriate opportunities for recruitment or regeneration of native species;
- the maintenance or an improvement in the population(s) of threatened species and their habitat; and
- a reduction in infestations of environmental weed species (where present).

3 Boundaries of the Land

The Land is located near Pipers River as shown on the map below. The boundary of the Land is shown on the attached map (see page 20). The vegetation that occurs on the Land is outlined on the attached vegetation map (see page 21).

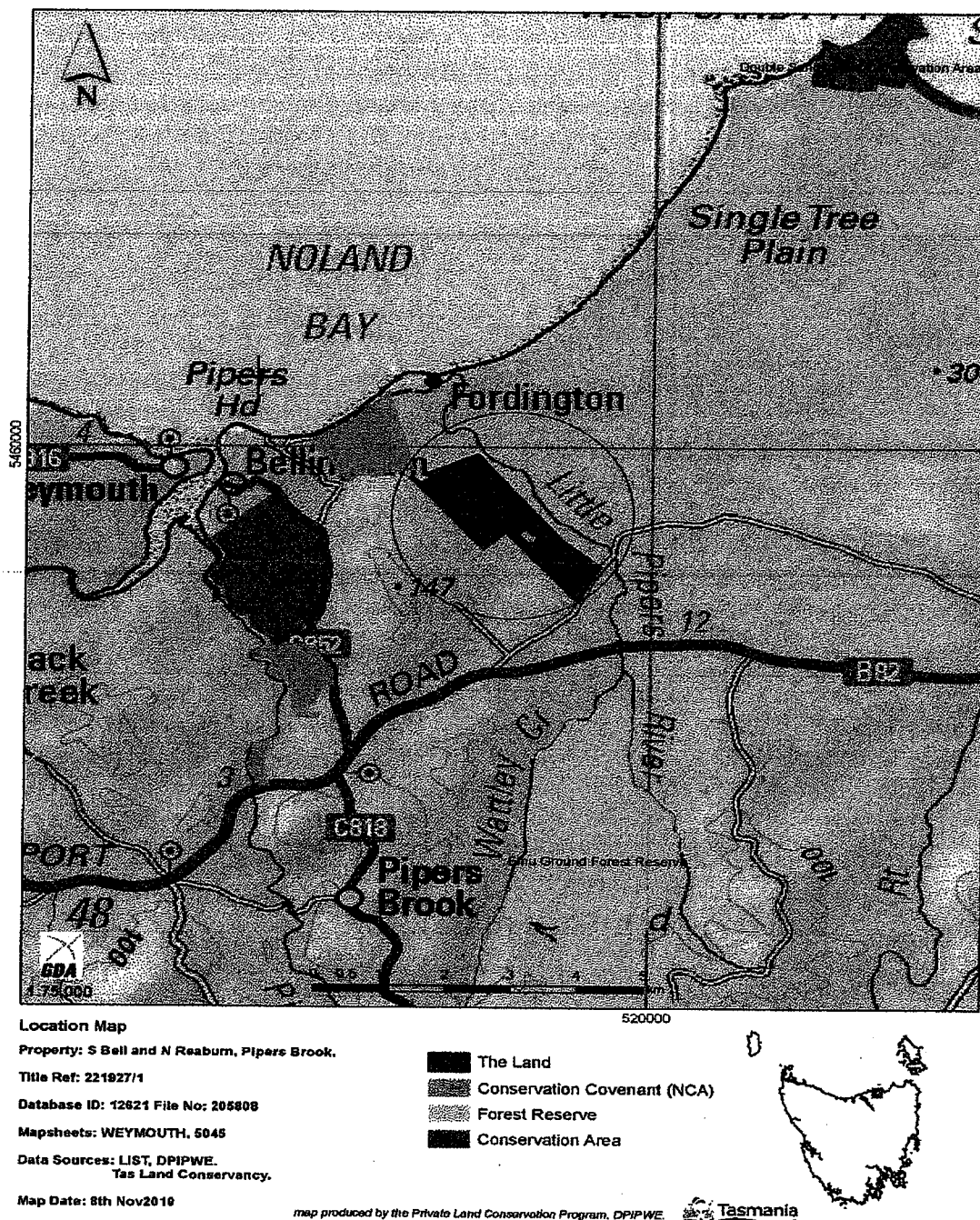


Figure 1 Location of the Land near Pipers River

4 Background information

The Land is located on the central north coast in the catchment of the Little Pipers River. The immediate area surrounding the property comprises native vegetation, agricultural land and forestry plantations on private land. The vegetation of the Land is a mosaic of heath, scrub and woodland communities. Several threatened plant species occur on the Land. Numerous ephemeral wetlands are an additional feature of conservation significance. A major bushfire in 2006 affected the entire property and the vegetation is currently in the early stages of regeneration.

A free range devil enclosure has been constructed on the Part C of the Land for the purpose of maintaining a captive insurance population of Tasmanian Devils. This facility is being managed by the Department (Resource Management and Conservation Division).

5 Natural Values on the Land

5.1 Vegetation communities

Table 1. Area and conservation status of vegetation communities

Vegetation community	Approx. area (ha)	Threatened Community Status*	Bioregional Status#
<i>Eucalyptus amygdalina</i> coastal forest and woodland (DAC)	150.4	Not threatened	
<i>Melaleuca squarrosa</i> scrub (SMR)	38.3	Not threatened	
Coastal heathland (SCH)	27	Not threatened	
Wet heathland (SHW)	13.6	Not threatened	
Eastern buttongrass moorland (MBE)	11.2	Not threatened	
Freshwater aquatic sedgeland and rushland (ASF)	3.0	Vulnerable	A
<i>Leptospermum</i> scrub (SLW)	0.8	Not threatened	
Extra urban miscellaneous	9.2	Not threatened	

*Tasmanian Threatened Native Vegetation Communities List, DPIW July 2007

Priority rating for the South East Bioregion based on Tasmanian Nature Conservation Priorities; 'A' being high and 'C' being low.

The following vegetation communities are present on the Land:

Eucalyptus amygdalina coastal woodland (DAC)

This community occurs on well drained hills and slopes. The canopy is multi-aged and contains large, mature trees with abundant hollows that provide good habitat for a variety of fauna. The understorey is floristically and structurally diverse. The canopy is dominated by *Eucalyptus amygdalina*. *Eucalyptus obliqua*, *E. viminalis* and *E. ovata* are occasionally subdominant. The understorey is dominated by shrubs and sedges including; *Allocasuarina monilifera*, *Banksia marginata*, *Leucopogon parviflora*, *Aotus ericoides*, *Melaleuca squarrosa*, *Epacris impressa*, *Hibbertia* spp. *Xanthorrhoea* spp. and *Pultenaea* spp.

Melaleuca squarrosa scrub (SMR)

This community occurs in areas of impeded drainage. The regenerating vegetation is diverse and forms a dense ground cover. The community is dominated by *Melaleuca squarrosa*. *Leptospermum scoparium* and *Leptospermum lanigerum* are occasionally co-dominant. The ground layer is dominated by shrubs, sedges and ferns including; *Bauera rubioides*, *Gahnia* sp., *Juncus* sp. *Schoenus* sp. *Restio* sp. *Gleichenia microphylla*, *Blechnum nudum* and *Pteridium esculentum*.

Coastal heathland (SCH)

This community occurs on well drained hills with deep sandy soils. The vegetation is exceptionally diverse. Common species include *Banksia marginata*, *Allocasuarina monilifera*, *Leucopogon parviflora*, *Xanthorrhoea australis*, *Hibbertia acicularis*, *Bossiaea cinerea*, *Pultenaea juniperina*, *Astroloma humifusum*, *Epacris impressa*, *Lepidosperma concavum*, *Restio* sp. and *Selaginella uliginosa*.

Wet heathland (SHW)

This community occurs in areas of impeded drainage. The regenerating vegetation forms a dense ground cover. Common species include *Melaleuca squamea*, *Melaleuca gibbosa*, *Leptospermum lanigerum*, *Hakea nodosa*, *Acacia gunnii*, *Correa* sp., *Restio* spp., *Lepidosperma concavum*, *Carex* sp., *Xanthorrhoea australis* and *Selaginella uliginosa*.

Eastern buttongrass moorland (MBE)

This community occurs in areas of impeded drainage with deep, peaty soils. The vegetation is dominated by *Gymnoschoenus sphaerocephalus*. Other species include *Melaleuca squarrosa*, *Leptospermum scoparium*, *Restio* sp., and *Schoenus* sp.

Freshwater aquatic sedgeland and rushland (ASF)

Numerous small, ephemeral wetlands occur in internally draining swales. The vegetation in these areas is dominated by *Lepidosperma longitudinale*. Other common species include *Schoenus apogon*, *Baumea juncea*, *Juncus* spp., *Carex* spp. *Restio* sp., and a variety of herbaceous taxa.

Leptospermum scrub (SLW)

This community occurs on poorly drained soils especially around wetlands. The vegetation is dominated by *Leptospermum scoparium*, *Leptospermum lanigerum* and *Melaleuca squarrosa*. The ground layer is dominated by sedges and ferns including *Lepidosperma longitudinale*, *Restio australis*, *Pteridium esculentum* and *Blechnum nudum*.

5.2 Threatened and/or priority species

Table 2. Threatened species recorded on the Land

Species	Common name	TSPA	EPBCA
<i>Acacia ulicifolia</i>	Juniper wattle	r	
<i>Pultenaea mollis</i>	Guinea flower bushpea	v	
<i>Pultenaea sericea</i>	Chaffy bushpea	v	
<i>Lepidosperma forsythii</i>	Stout rapier sedge	r	
<i>Xanthorrhoea bracteata</i>	Shiny grasstree	v	EN
<i>Sarcophilus harrisii</i>	Tasmanian devil	e	EN

EPBCA Commonwealth *Environment Protection and Biodiversity Conservation Act 1999*

TSPA *Tasmanian Threatened Species Protection Act 1995*

Further information on threatened species that occur on the Land is provided in the Appendix.

Table 3. Threatened species that are likely to occur on the Land

Species	Common name	TSPA	EPBCA
<i>Accipiter novaehollandiae</i>	Grey goshawk	e	
<i>Aquila audax</i>	Wedge-tailed eagle	e	EN
<i>Dasyurus maculatus</i>	Spotted tail quoll	r	VU
<i>Perameles gunnii</i>	Eastern barred bandicoot		VU
<i>Pseudomys novaehollandiae</i>	New Holland mouse	e	
<i>Tyto novaehollandiae</i>	Masked owl	v	VU

EPBCA Commonwealth *Environment Protection and Biodiversity Conservation Act 1999*

TSPA *Tasmanian Threatened Species Protection Act 1995*

5.3 Features of geomorphological and/or geological significance

The Land forms part of the Northeast Tasmania Pleistocene Aeolian System. This site has values that are sensitive to high intensity shallow disturbances such as plantation forestry, mining and clearing of vegetation for agriculture.

6 Management Prescriptions, Authorisations & Recommendations

This section of the Plan may contain the 'Authorisations' from the Minister to the Owner as referred to in Clause 4.2 of the Conservation Covenant.

To achieve the objectives of this Plan, the Owner, the Minister and the Department must abide by the 'Management Prescriptions' detailed in this section of the Plan. These Management Prescriptions (listed in dot-point throughout this section) are:

- The conditions under which an Authorisation is provided; and/or
- The prescriptions issued by the Minister which are referred to in Clause 4.3 of the Covenant; and/or

This section may also contain 'Recommendations' that the relevant parties should abide by.

6.1 Special Management Zone (Part C Land, as described in the Covenant)

The purpose of the Special Management Zone is to manage a captive insurance population of the threatened Tasmanian devil (*Sarcophilus harrisii*). In general, this will be achieved under the prescriptions listed below.

- The Special Management Zone will be managed by the Department (Resource Management and Conservation Division) as per an agreement between the Department and Owner.
- Activities within the Special Management Zone must not impact on the Part B Land. Management of the Special Management Zone will be as authorised in this Nature Conservation Plan. If these authorisations need to be revised the Owner and Department will discuss any changes required and seek authorisation from the Minister (via the Private Land Conservation Program, see page 3 for contact details).

At the conclusion of the captive Tasmanian devil insurance population project in the Special Management Zone (Part C Land), the management of Part C Land will be as per the Part B Land or as otherwise agreed between the Department and the Owner and in accordance with the Covenant.

Authorisation: Infrastructure, fencing and carriageways may be constructed and maintained in the Special Management Zone for the purpose of managing a captive insurance population of Tasmanian Devils, but only under the conditions listed below:

- The size and location of all infrastructure must be such that the recommended distance for vegetation clearance for fire protection can be achieved within the Special Management Zone and without encroaching on the remainder of the Land – marked 'Part B Land' on the map, page 20. Guidelines on protecting infrastructure from fire are available from Tasmanian Fire Service.
- Any construction or development within the Special Management Zone must comply with all laws and Legislative Requirements.

Authorisation: The Department may clear along fences to a maximum of 8 metres and between the inner and outer perimeter fencing surrounding the Special Management Zone for maintenance purposes subject to the following conditions.

- Surveys for threatened species must be undertaken prior to any clearing for fence maintenance. Clearing for fence maintenance must not damage threatened species or their habitat

- Wherever possible, clearing along fencelines should avoid soil disturbance in order to reduce the potential for weeds to establish.
- The Department will make annual inspections of the Land and must control and (if possible) eradicate infestations of environmental weeds. Particular attention should be paid to cleared areas along fencelines.

Authorisation: The Department may from time to time manage vegetation growth inside the Special Management Zone to facilitate access. Any cutting or clearance of vegetation will be done in consultation with the Owner and must not harm threatened species or their habitat.

Authorisation: Native animals may be removed from the Special Management Zone (Part C Land) for the purpose of managing a captive insurance population of Tasmanian Devils, but only under the conditions listed below:

- Removal will be via non-lethal methods and will comply with animal welfare standards and any necessary permits and licences.

Authorisation: Tasmanian Devils may be introduced and removed from the Special Management Zone (Part C Land) for the purpose of managing a captive insurance population of Tasmanian Devils, but only under the conditions listed below:

- Permits to introduce Tasmanian Devils under the relevant legislation must be obtained and the activity must comply with animal welfare standards and all necessary permits and licences.

Authorisation: Foreign Materials may be introduced into the Special Management Zone (Part C Land) but only under the conditions listed below:

- Foreign Materials such as rock and gravel used within the Special Management Zone must be sourced from sites that are free of Root-rot Fungus, *Phytophthora cinnamomi*, (seek advice from the Department regarding suitable sites). This will help prevent the introduction of the Root-rot Fungus into the habitat of susceptible species. (Note: Root-rot Fungus is a plant pathogen that can devastate the ecology of many communities across Tasmania.)
- No Exotic species must be knowingly introduced and established within the Special Management Zone (see section 6.15 *Exotic flora or fauna species*).
- Minimising the risk of introducing Root-rot Fungus, *Phytophthora cinnamomi* must be taken into consideration when undertaking management activities within the Special Management Zone (see attached guidelines)

Authorisation: The Department may use vehicles off road to assist with the management of native fauna within the Special Management Zone.

- Vehicles and equipment must be washed prior to entering the Special Management Zone if they have come from areas infested by weeds (especially those in seed) or disease (especially areas with Root Rot Fungus).

Particular management prescriptions may apply to the area immediately surrounding the Special Management Zone that should minimise any adverse impact on the remainder of the Land (see sections 6.11 *Herbicides, pesticides, fertilisers and other chemicals*; 6.12 *Control of Exotic plant species*; 6.17 *Natural flow of water*; 6.18 *Effluent and Irrigation*; and 6.20 *Vehicle use and tracks*).

6.2 Demarcation

- The Land must be clearly marked on the Owner's property map.
- The Owner must inform everyone undertaking activities &/or development in or around the Land about the existence and purpose of the Conservation Covenant as well as the location of the Land, and inform them of any relevant prescriptions listed below.
- Signs will be supplied by the Department to indicate the location and significance of the Land and to recognise the efforts of the Owner. These signs should be placed at strategic points around the Land (e.g. gates that enter onto the Land).

6.3 Threatened and/or priority species

- The Minister, in conjunction with the Owner, will develop specific management prescriptions if required for threatened and/or priority species that are identified on the Land.

6.4 Timber Harvesting

A plantation of *Eucalyptus nitens* is located within Part B Land. This *Eucalyptus* species is not native to the Land

- Harvesting of the existing *Eucalyptus nitens* plantation is permitted.
- No other timber harvesting is to take place on the Land.
- No commercial firewood collecting is permitted on the Land.

6.5 Domestic Firewood

- Firewood may be collected from the existing *Eucalyptus nitens* plantation.
- No other domestic firewood collecting is permitted on the Land.

6.6 Stock grazing

- Grazing by stock must not be undertaken because it will have an adverse effect on the Natural Values.

6.7 Fencing

All of the boundaries of the Land are fenced, with the exception of the southern boundary adjoining Saltwood Road (see page 22 for location of fences). All fences are in good condition. No additional boundary fencing is required at this time. If these circumstances change, then stock-proof fences may be required to control stock grazing.

Authorisation: The Owner may clear along boundary fencelines and fences surrounding Part C Land for maintenance purposes to a maximum of 8 metres subject to the following conditions.

- Clearing for fence maintenance must not damage threatened species and their habitat.
- Wherever possible, clearing along fencelines should avoid soil disturbance in order to reduce the potential for weeds to establish.
- The Owner must maintain in a satisfactory condition all the fences that are required to protect the Land (e.g. stock-proof fences to control stock access).
- The Owner must seek approval from the Minister if additional fences need to be constructed that are internal to the boundary of the Land.

6.8 Clearing of Vegetation

- No clearing (or slashing) of vegetation – including shrubs, grasses and other understorey species – is to occur in the Land unless it is:
 - (i) part of the weed management prescriptions (see section 6.12 *Control of Exotic plant species* for details);
 - (ii) for track maintenance or construction (see page 22 for location of tracks; see section 6.19 *Vehicle Use and Tracks* for further information);
 - (iii) for fence maintenance or construction (see page 22 for location of fences; see section 6.7 *Fencing* for further information);
 - (iv) for the construction and maintenance of a pipeline (see page 22 for location of proposed pipeline, see section 6.17 *Natural Flow of Water* for further information).
 - (v) for fire hazard reduction, fire-fighting, ecological burns and/or firebreaks (see section 6.9 *Fire* and 6.10 *Firebreaks* for further information);
 - (vi) associated with the construction and maintenance of infrastructure on the Part C Land (see Section 6.1 for details)
 - (vii) associated with the maintenance of existing infrastructure on the Part B Land (see map, page 22)
 - (viii) firewood collection from within the *E nitens* plantation or harvesting of the plantation.

- Vegetation cleared during the process of “approved clearing” operations (such as shrubs, branches, trunks etc.) may be removed from, and used external to, the Land.

6.9 Fire

Planned Fire (Fire Hazard Reduction &/or Ecological Burns)

- Fire will be excluded from the Land, unless the Minister deems it necessary for management, or the Tasmania Fire Service deems it necessary for safety reasons.

In the Event of Wildfire:

- The Owner must inform the Tasmania Fire Service (TFS) of any fire that threatens the Land as soon as possible after the Owner becomes aware of the fire. The TFS is the responsible authority for fighting fires in Tasmania.
- The Owner must, as soon as possible after becoming aware of the fire, inform those directing the fire-fighting that TFS personnel should (wherever practicable) use existing firebreaks or access tracks and avoid creating new firebreaks in wetlands and areas where threatened species are known to occur.

6.10 Firebreaks

Permanent Firebreaks:

- The Department must be consulted prior to the creation of new permanent firebreaks to ensure that no firebreak has an adverse impact on areas with important Natural Values such as threatened species.
- The creation and maintenance of permanent firebreaks must be in accordance with guidelines obtained from the Tasmania Fire Service and the Department.
- Machinery used for firebreak construction or maintenance must be cleaned prior to entering the Land (if practicable) to prevent the establishment or entrenchment of weeds or pathogens.
- The Owner is responsible for creating and maintaining any firebreaks necessary to ensure the protection of high value assets (life and property).

Emergency Firebreaks:

Authorisation: Emergency firebreaks will be permitted if there is an immediate threat to life or property but only under the conditions outlined below.

- The Owner will make all reasonable efforts to consult with the Tasmania Fire Service regarding the placement of emergency firebreaks before construction begins.
- The placement of emergency firebreaks must not disturb (unless unavoidable) wetlands and areas where threatened species are known to occur.

6.11 Herbicides, Pesticides, Fertilisers and other Chemicals

- No fertilisers are to be applied on the Land.
- Herbicides may only be applied on the Land if used as part of the weed management program described in section 6.12 *Control of Exotic Plant Species*.
- Pesticides may only be applied on the Land if required as part of the feral animal management program described in the section 6.13 *Control of Exotic Animal Species*.

Recommendation: Wherever possible, the Owner must also ensure that the use of fertilisers, pesticides or herbicides on land adjacent to the Land will not impact on the Land.

6.12 Control of Exotic plant species (Weeds)

- The Owner will make annual inspections of Part B Land and must control and (if possible) eradicate infestations of environmental weeds (such as, thistles). Particular attention should be paid to the margins of roads and tracks, to any recently disturbed sites, and along the interface of the Part C and Part B Land.
- Only herbicides that are registered in Tasmania for the control of the target species are to be applied (see product label &/or contact the Department for advice). The Owner will apply and dispose of herbicides in accordance with the manufacturer's recommendations.
- The Owner will inform the Minister of any weed infestations or species that do not respond to standard control methods.
- If spraying Exotic plants with herbicide, then the spray-drift must avoid Native species or it should be minimised.

6.13 Control of Exotic (Feral) animal species

- The Owner is responsible for the control or eradication (if feasible) of feral animals (including feral cats, goats, rabbits and hares) on the Land.
- Control of feral animals on the Land must be by shooting or trapping in accordance with current Codes of Practice, legal permits and conditions.
- The use of pesticides – including '1080' poison – for feral animal control is not permitted on the Land unless otherwise authorised by the Minister (e.g. for fox control).
- The Owner must inform the Minister of any feral animal population that does not respond to standard control methods.

6.14 Control of Native animals

Authorisation: The control of Native animals on Part B of the Land is permitted if and when the animals pose a significant threat to the integrity of other Natural Values, but only under the conditions outlined below:

- Permits to control Native animals under the *Nature Conservation Act 2002* or the *Wildlife Regulations 1999* must be obtained.
- To obtain each permit, the Owner must seek agreement from the Minister that particular Native animal species pose a significant threat to the integrity of other Natural Values on the Land.
- The Minister may arrange an on-ground assessment of the threat before making a decision. If the Minister accepts that Native animal control is necessary, then the Owner's permit request will be processed by the Department.
- If a permit is issued, it must address the following conditions:
 - (i) Native animal control, where necessary, will only be considered for the following species: Bennett's wallaby, Tasmanian pademelon and Brush-tail possum. All other native species must not be controlled on the Land;
 - (ii) The control of Native animals must have the objective of maintaining natural population levels of all native species throughout their natural ranges and must only be undertaken for management purposes;
 - (iii) Any control of Native animals on the Land must be by shooting or trapping in accordance with current Codes of Practice, legal permits and conditions;
 - (iv) Poisoning of Native animals is not permitted on the Land;
 - (v) Dogs must not be used to hunt or flush native animals.
- The Owner must comply with the permit conditions.
- Refer to 6.1 *Special Management Zone* for authorisations and conditions for the removal and introduction of native animals to Part C Land.

Recommendation: Where and when necessary, Native animal control should occur outside the Land.

6.15 Exotic (non-Native) flora or fauna species

For the purpose of this Plan, 'Native species' means species occurring naturally on the Land or its immediate surrounds prior to the year 1788. 'Exotic species' means all species not occurring naturally on the Land or its immediate surrounds prior to the year 1788.

- Exotic species may be deliberately established on the Land, if they are biological control organisms (as listed on the *Biological Control Act 1986*) that are specifically for the control of target weed &/or pest species that are present on or adjacent to the Land.

6.16 Native flora and fauna species

For the purpose of this Plan, 'Native species' means species occurring naturally on the Land or its immediate surrounds prior to the year 1788.

Authorisation: Native plant species may be established on the Land for the purpose of revegetation but only under the conditions outlined below:

- Revegetation is only permitted at the sites identified on the attached map, page 22.
- Plant propagules (cuttings, tubestock, seed etc.) must have been sourced from plants growing on the Land or immediate catchment.

Authorisation: The Part B Land may be used by the Owner as a release site for rehabilitated fauna only as part of a wildlife rehabilitation strategy approved by the Department's Resource Management and Conservation Division and only under the conditions outlined below:

- The release of rehabilitated animals should do so in accordance with the Department's current policy, codes of practice and relevant legislation (see Appendix).
- Rehabilitated fauna must be released in accordance with the Department's current guidelines. The current guidelines are entitled: "General requirements for the care and rehabilitation of injured and orphaned wildlife in Tasmania" by Patsy Davies, Injured and Orphaned Wildlife Program, Department of Primary Industries and Water (see Appendix).
- The release site will not become overpopulated.
- No wildlife should be released unless free from disease and displaying appropriate physical and psychological behavioural patterns.
- Release into the wild must always be in the interest of the wildlife, the population and the ecosystem.
- The details of the process and facilities to be made available for the release of protected wildlife and the common wombat should be provided to the Wildlife Management Branch, DPIPW prior to the release.
- Refer to 6.1 *Special Management Zone* for authorisations and conditions for an Authorisation and conditions for the introduction of Tasmanian devils to Part C Land.

6.17 Natural flow of water

Authorisation: Interference with the natural flow of water is permitted where it is associated with existing or approved infrastructure and carriageways.

Authorisation: The Owner may construct a pipeline at the location shown on the attached map, page 22, subject to the following conditions.

- Construction and maintenance of the pipeline must take into account possible spread of the Root-rot Fungus, *Phytophthora cinnamomi* (see Appendix "Preventing the Spread of *Phytophthora cinnamomi*").
- Construction and maintenance work for the pipelines is to occur during dry conditions to minimise damage to surrounding soil and vegetation.
- The pipeline may be buried by low impact means such as a small excavator, small ditchwitch or hand digging.

- To construct and maintain the pipeline, the route may be cleared using hand implements such as chainsaws and brush cutters up to a maximum width of 2 metres.
- All machinery used for pipeline construction and maintenance is to be cleaned prior to entry into the Land.
- Weeds that enter the area, or appear on the disturbed soil caused by the construction or maintenance of the pipeline, must be controlled and, if possible, eradicated.

Authorisation: Water from existing dams may be used for domestic purposes.

Recommendation: Wherever possible, the Owner must also ensure that changes to the natural flow of water on land adjacent to the Land will not impact on the Land.

6.18 Effluent and Irrigation

- The use of irrigation water or effluent of any kind is prohibited on the Land.

Recommendation: Wherever possible, the Owner must also ensure that the use of irrigation water and/or effluent of any kind on land adjacent to the Land will not impact on the Land.

6.19 Vehicle Use and Tracks

Authorisation: The Owner may introduce Foreign Materials (limited to the following: road base and gravel) along existing and approved carriageways (tracks) but only under the conditions listed below:

- Foreign Materials such as road base and gravel used to construct or maintain tracks must be sourced from sites that are free of Root-rot Fungus, *Phytophthora cinnamomi*. Seek advice from the Department regarding suitable sites. (Note: Root-rot Fungus is a plant pathogen that can devastate the ecology of many communities across Tasmania. This prescription will help prevent the introduction of the Root-rot Fungus into the habitat of susceptible species.)
- Vehicle use on the Land must be confined to only those existing vehicle tracks (see page 22 for location of existing tracks).
- The Owner may maintain any existing tracks on the Land in accordance with Local Government standards.
- The Owner will close an existing track on the Land (see page 22 for location).
- Off-track vehicle use is permitted in emergency situations (e.g. bushfires or medical evacuations) or assist with the management of native fauna on Part C Land (see section 6.1 *Special Management Zone*) and the construction and maintenance of fences.
- Vehicles must be washed prior to entering the Land (if practicable) if they have come from areas infested by weeds (especially those in seed) or disease (especially areas with Root Rot Fungus).

- The Owner may establish walking tracks on the Land subject to the Minister providing written authorisation prior to construction. The Minister's authorisation will not be withheld when the construction of the tracks will not threaten the Natural Values. The following conditions would apply to the construction of walking tracks:
 - walking tracks must not be established at the known infestation site of the Root-rot Fungus, *Phytophthora cinnamomi*, (see Management Map, page 22);
 - walking track placement and construction must take into account possible spread of the Root-rot Fungus, *Phytophthora cinnamomi*;
 - where possible tracks should only be established and maintained through repetitive use (i.e. foot-pads);
 - deliberate vegetation clearance and soil disturbance should only be undertaken where essential for establishment and safe use of tracks;
 - track hardening and building or placement of structures on walking tracks should only be undertaken where necessary for the safe operation of tracks or to assist in maintaining the integrity of tracks or to reduce the risk of erosion (e.g. provision of minor drains, culverts, foot bridges or duck-boarding).

6.20 Recreational Use

- Recreational activities that are not considered deleterious to the Natural Values (including bushwalking, bird watching) are permitted on the Land.
- No recreational activities (including but not confined to, trail bike riding, shooting and horse riding) which are or may be considered deleterious to the Natural Values are permitted on the Land unless approved by the Minister.

6.21 Deleterious Activities

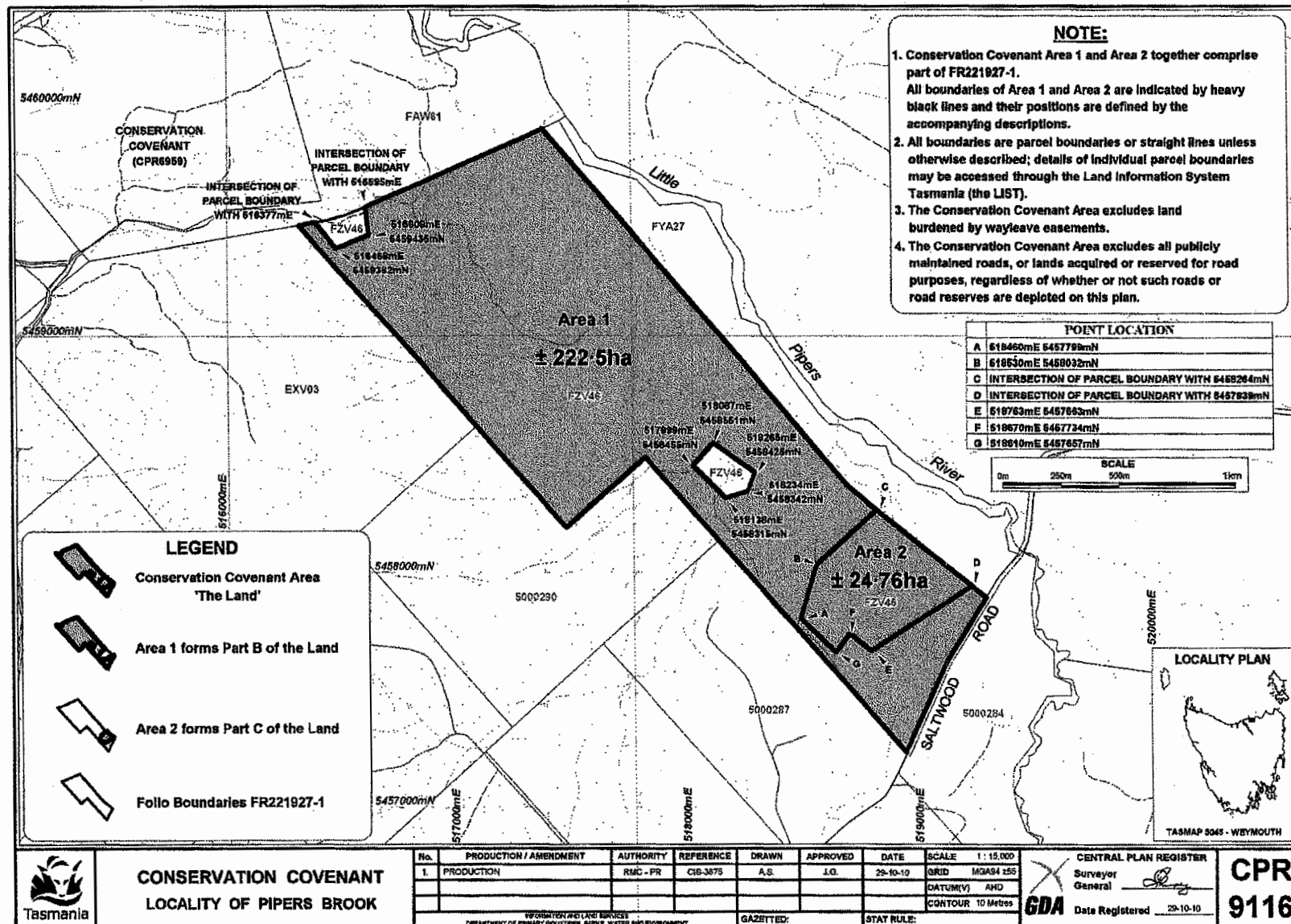
- No activities (including, but not confined to, removal of natural resources, dumping of rubbish, general disturbance, etc) which are or may be considered deleterious to the Natural Values are permitted on the Land unless approved by the Minister.
- The Owner must notify the Minister of any proposed changes in land use on land adjacent to the Land in case any management issues need to be addressed.

6.22 Monitoring, Reporting and Review

- The Owner must notify the Minister of any actions by a third party that affect the Natural Values on the Land.
- The Owner and the Minister will advise each other of any proposed action that could adversely affect the Natural Values.
- The Minister and the Owner will respond promptly to all communications from each other relating to this Plan.
- Monitoring by the Department will continue as required so that management practices can be modified as necessary to achieve the conservation objectives.

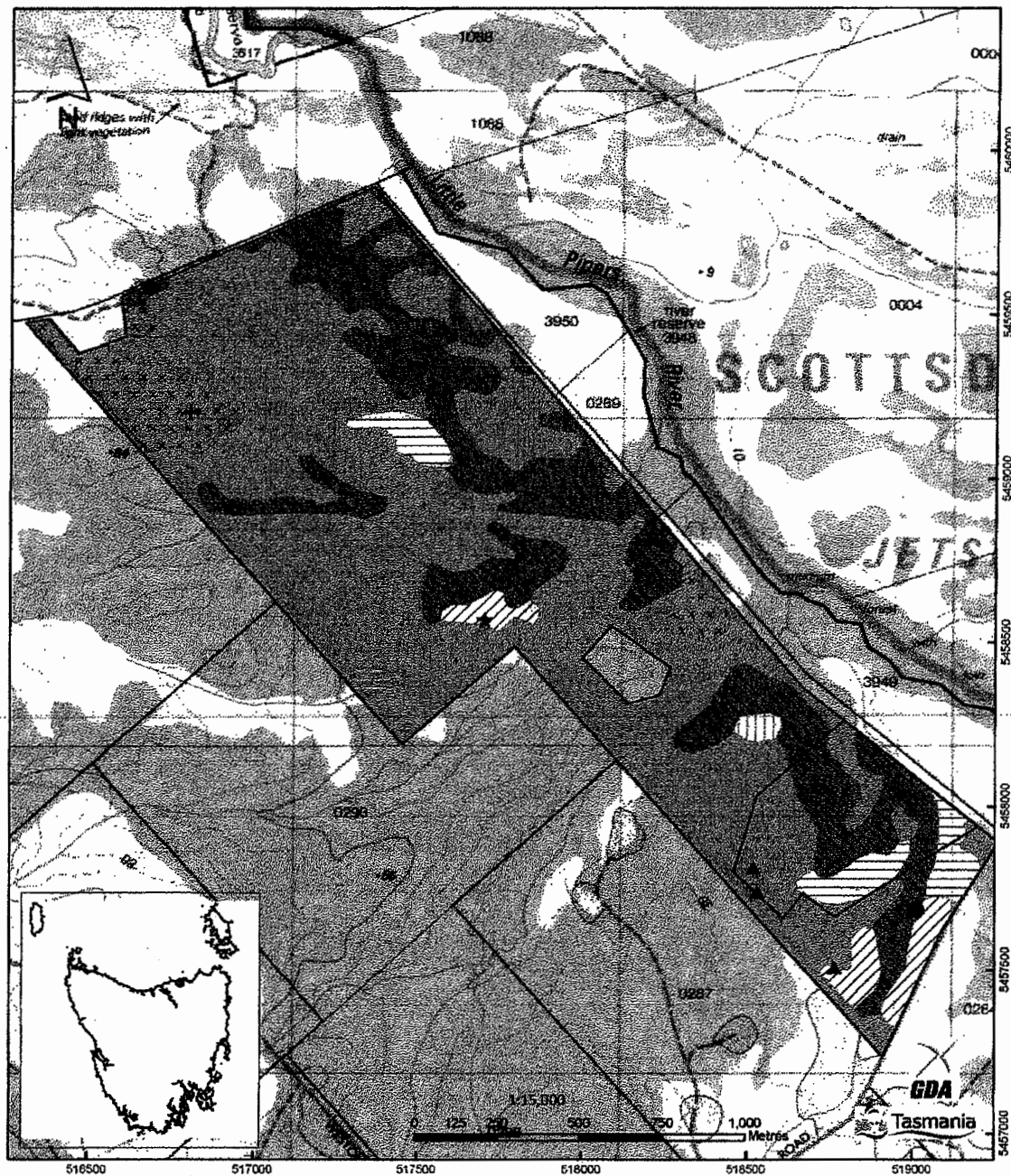
- The Department may establish monitoring plots on the Land and revisit these sites from time to time.
- The Department will monitor the impact on Natural Values from activities within the Special Management Zone.
- The Minister may undertake site inspections and will periodically contact the landowner to discuss the outcomes of any activities, or other issues affecting the Land and its Natural Values.

Land



Nature Conservation Plan for Saltwood Road, Pipers River

Vegetation Map



Protected Areas on Private Land
Vegetation and Threatened Species Map

Property: S Bell & N Reaburn, Pipers Brook.

Title Ref: 221927/1

Database ID: 12621 File No: 205808

Mapsheets: WEYMOUTH, 5046

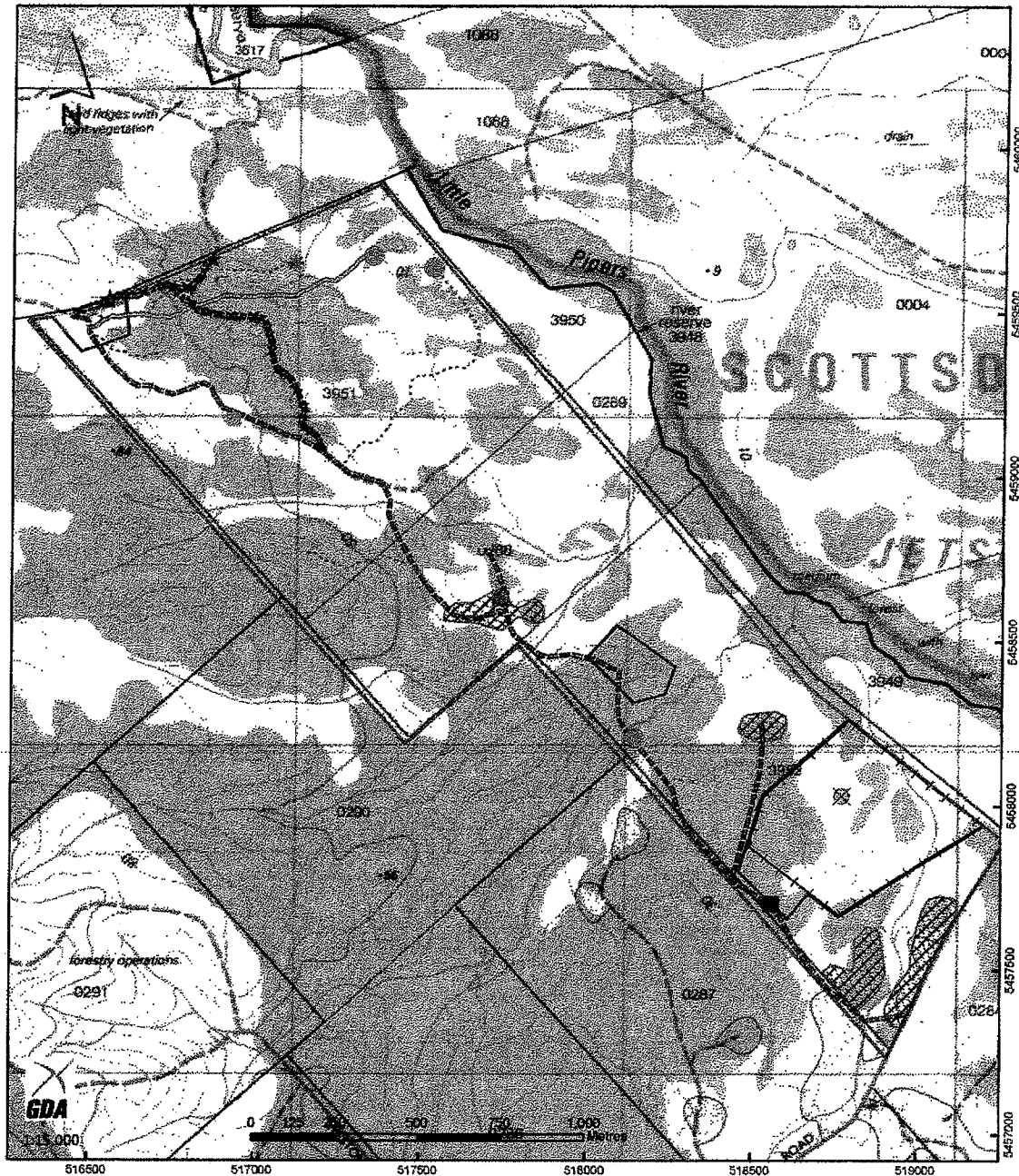
Data Sources: LIST, NVA, DPIPWE, TLC

Map Date: 1st Nov 2010

	The Land		MBE Eastern buttongrass moorland
	DAC <i>Eucalyptus amygdalina</i> coastal forest and woodland		FRG Regenerating cleared land
	ASF Fresh water aquatic sedgeland and rushland		FUM Extra-urban miscellaneous
	SCH Coastal heathland		<i>Lepidosperma forsythii</i>
	SHW Wet heathland		<i>Pultenaea mollis</i>
	SMR <i>Melaleuca squarrosa</i> scrub		<i>Pultenaea sericea</i>
	SLW <i>Leptospermum</i> scrub		<i>Xanthorrhoea bracteata</i>

map produced by the Private Land Conservation Program, DPIPWE

Management Map



Protected Areas on Private Land Management Map

Property: S Bell and N Reaburn, Pipers Brook.

Title Ref: 221927/1

Database ID: 12621 File No: 205808

Mapsheets: WEYMOUTH, 5045

Data Sources: LIST, DPIPWE, TLC, Dr. S. Bell

Map Date: 1st Nov 2010

- | | |
|-------------------------------------|-------------------------------------|
| The Land | Eucalyptus nitens woodlot (0.1ha) |
| revegetation areas | dam |
| proposed pipeline | potential dam |
| Existing fence - condition variable | rainforest plants |
| Existing fence - constructed 2010 | orphaned wildlife release enclosure |
| vehicle track to be closed | sheds |
| walking track | viewing platform |
| vehicle track | Phytophthora record |



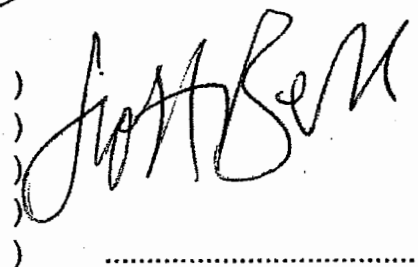
map produced by the Private Land Conservation Program, DPIPWE

This Nature Conservation Plan has been signed as follows on the 8th of January 2011

SIGNED by BRIAN WIGHTMAN)
as the Minister administering the)
Nature Conservation Act 2002 to indicate)
his approval of the terms of this Nature)
Conservation Plan)

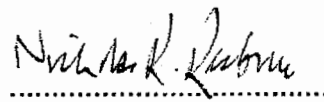


SIGNED by ANTHONY SCOTT BELL)
being the current owner of the abovementioned)
Property to indicate that the terms of this)
Nature Conservation Plan have been read,)
understood and accepted)



Owner

SIGNED by NICHOLAS RICHARD REABURN)
being the current owner of the abovementioned)
Property to indicate that the terms of this)
Nature Conservation Plan have been read,)
understood and accepted)



Owner

