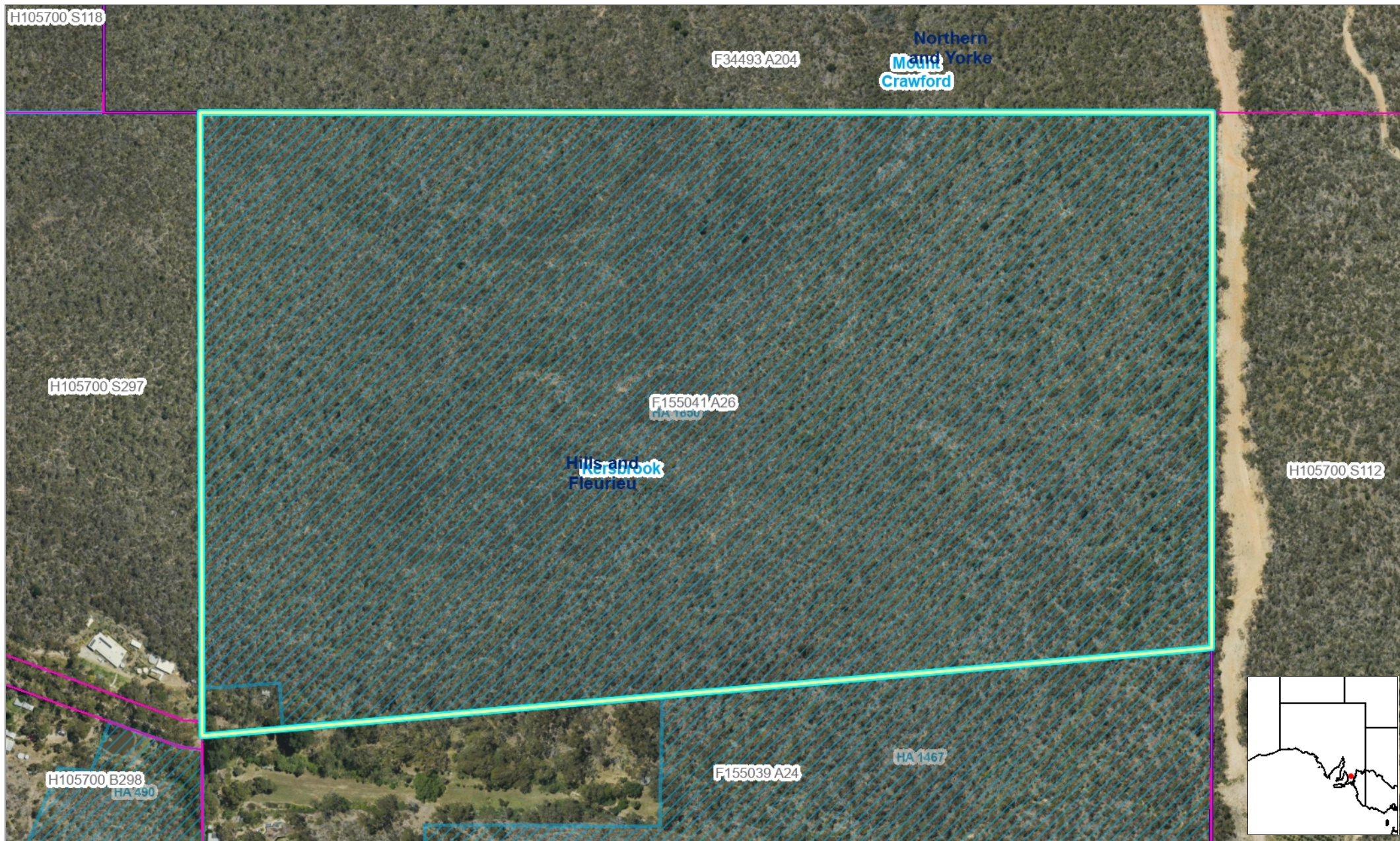
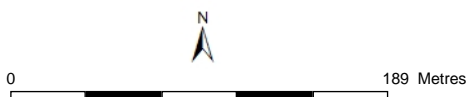


# CT5821-199



Map data is compiled from a variety of sources and hence its accuracy is variable.

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Compiled: 12-May-2023  
Generated at: <http://maps.env.sa.gov.au>  
Datum: Geocentric Datum of Australia, 2020  
Projection: Web Mercator (Auxiliary Sphere)



Government of South Australia  
Department for Environment  
and Water



**Legend**

-  Cadastral Boundary
-  Landscape Management Regions
-  Suburbs
-  Heritage Agreements

# AH 13892458

Lodged: 07 October 2022 03:52:32 PM  
1 OF 1

LANDS TITLES REGISTRATION OFFICE  
SOUTH AUSTRALIA

Registered: 13 October 2022 11:04:45 AM

Form A3 (v3.0)  
Version 40.4



## APPLICATION TO REGISTER / NOTE HERITAGE AGREEMENT PURSUANT TO SECTIONS 23(1) AND 23B OF THE NATIVE VEGETATION ACT 1991

Responsible Subscriber: THE CROWN SOLICITOR FOR THE STATE OF SOUTH  
AUSTRALIA - THE CROWN SOLICITOR FOR SOUTH AUSTRALIA (EL - PEXA)  
(E100766)  
Customer Reference: AS 118233 (HF) - Her

ELN Lodgement Case ID: 621442940  
ELN Workspace ID: 8717545

**PRIVACY COLLECTION STATEMENT:** The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes. It may also be used for other authorised purposes in accordance with Government legislation and policy requirements.

### LAND DESCRIPTION

PORTION OF THE LAND IN CT VOLUME 5821 FOLIO 199 BEING "A" IN GRO 17 OF 2022

### ESTATE & INTEREST

FEE SIMPLE

### APPLICANT (Full name and address)

MINISTER FOR CLIMATE, ENVIRONMENT AND WATER OF 81-95 WAYMOUTH ST ADELAIDE SA 5000

### SPECIFY NATURE OF APPLICATION

THE APPLICANT(S) APPLIES TO HAVE THE ATTACHED AGREEMENT REGISTERED / NOTED ON THE LAND DESCRIBED.

DATED 07 OCTOBER 2022

### CERTIFICATION

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Anne Maureen Slattery

Practitioner Certifier

For: THE CROWN SOLICITOR FOR THE STATE OF SOUTH AUSTRALIA

On behalf of: MINISTER FOR CLIMATE, ENVIRONMENT AND WATER

---

This is a representation of an instrument that was electronically lodged

HA NO: 1650

AH DOCUMENT NO: \_\_\_\_\_

DEW FILE NO: 2019 / 1001

## **MEMORANDUM OF AGREEMENT**

between

# **MINISTER FOR CLIMATE, ENVIRONMENT AND WATER**

**"The Minister"**

and

**Nature Foundation LTD**

**"The Owner"**



**Government  
of South Australia**



**Native Vegetation Council**

**MEMORANDUM OF AGREEMENT** made the 6 day of October 2022  
**BETWEEN: MINISTER FOR CLIMATE, ENVIRONMENT AND WATER**  
("the Minister") of the one part **and NATURE FOUNDATION LTD** of PO  
BOX 34, PROSPECT in the State of SOUTH AUSTRALIA ("the Owner") of the  
other part.

## RECITALS

- (a) The Owner is the registered proprietor of the whole of the land comprised and described in Certificate of Title Book Volume 5821 Folio 199. The land the subject of this Agreement comprises a portion of the said land contained within Allotment 26 in the Hundred of Para Wirra in the area named Kersbrook, being approximately 31.8 hectares in area and herein called "the Heritage Agreement Site".
- (b) The Minister considers that, having regard to the native vegetation growing on the Heritage Agreement Site, provision should be made for the preservation or enhancement of that vegetation.
- (c) The Minister has consulted the Native Vegetation Council (the "Council"), a body established by the Act, and the Council approves the Minister entering into this Agreement.

## NOW IS IT AGREED AS FOLLOWS

- 1 In this Agreement, unless the contrary intention appears –
  - a) "Native Fauna" means an animal or animals of a species indigenous to South Australia;  
"Owner" means the person who has executed this Agreement as the proprietor of the Heritage Agreement Site and includes all successors in title and occupiers of the Heritage Agreement Site. Where two or more persons are named as the Owner the rights and liabilities under this Agreement will pass to all such persons jointly and each of them severally;  
"the Act" means the *Native Vegetation Act, 1991*;  
"the Heritage Agreement Site" means the 31.8 hectares of land which is the subject of this Agreement and is delineated as "A" on GRO Plan G17/2022, but does not include the balance of the land which is deemed "excluded" on the GRO Plan G17/2022;

"Management Plan" means a signed Agreement between the Owner and the Minister on managing the Heritage Agreement

- b) words and phrases defined in the Act shall, for the purposes of this Agreement, have the meanings defined in that Act.
- 2 During the term of this Agreement, the Heritage Agreement Site is dedicated to the conservation of native vegetation and native fauna on the land and, subject to this Agreement, shall not be used in a manner inconsistent with that dedication.
- 3 The Owner shall not undertake or permit on the Heritage Agreement Site any activity that is inconsistent with the preservation of native vegetation including (without limitation):
- a) the clearance of native vegetation;
  - b) the planting of vegetation, whether native or exotic;
  - c) the construction of a building or other structure;
  - d) the grazing of stock, or;
  - e) any other activity that, in the opinion of the Minister, is likely to damage, injure or endanger the native vegetation or native fauna on the Heritage Agreement Site except –
    - i) specified biodiversity management activities –
      - (i) in accordance with a current Management Plan that has been approved by the Native Vegetation Council, and
      - (ii) have received written consent of the Minister where the Owner undertakes monitoring as approved by the Minister.
- 4 If the Owner seeks to vary the requirements of this Agreement, they must request that the Agreement be varied and the Minister may agree or not in his absolute discretion to the variation and will not consent to the variation without obtaining the approval of the Council to do so.
- Any variation of this Agreement will be by way of an agreement in writing entered into by the Owner and the Minister.
- 5 The Owner shall comply with the *National Parks and Wildlife Act, 1972*, the *Native Vegetation Act, 1991*, the *Landscapes South Australia Act 2019*, and all other acts and statutory instruments from time to time in force in relation to the Heritage Agreement Site.
- 6 The Owner shall give written notice to the Minister of –
- a) any damage to, or destruction of, native vegetation or native fauna on the Heritage Agreement Site or the removal of any native vegetation or native fauna from the Heritage Agreement Site, and;

- b) any activity on the Heritage Agreement Site that is likely, in the Owner's opinion, to result in damage, destruction or removal referred to in sub-paragraph (a); and;
  - c) as soon as practical after first becoming aware of the matter to which the notice relates.
- 7 Subject to this Clause –
  - a) The Owner is released from the payment of
    - i) Rates and taxes (other than council rates) in respect of the Heritage Agreement Site during the term of this Agreement; and
    - ii) Council rates in respect of the Heritage Agreement Site in the second rating year next following the commencement of this Agreement and thereafter until the termination of the Agreement.
- 8 The Owner may, at any time and at the Owner's expense and to the satisfaction of the Minister, have access to and perform any necessary maintenance and repair work on the existing access tracks, provided that the overall width of the track remains unchanged.
- 9 The Minister may, at any time and at the Minister's discretion and expense –
  - a) construct or replace fences on the boundaries, or through any part of the Heritage Agreement Site, to the standard outlined in Schedule 1 attached to this Agreement;
  - b) perform on those fences major repair work required as the result of damage by fire, to the standard outlined in Schedule 1 attached to this Agreement.
- 10 The Owner shall, at the Owner's expense and to the satisfaction of the Minister, perform all other necessary maintenance and repair work on all fences (whether constructed by the Minister or not) on the boundaries or on any other part of the Heritage Agreement Site.
- 11 The Minister, any agent of the Minister, or any employee or contractor of the Crown authorised by the Minister, may at any reasonable time –
  - a) enter the Heritage Agreement Site for the purpose of –
    - i) constructing any fence on the land;
    - ii) inspecting the land or any fence on the land;
    - iii) exercising any other powers of the Minister under this Agreement.
  - b) enter the Heritage Agreement Site for the purposes of monitoring the conservation values and condition of the native vegetation and native fauna protected by this Agreement.
  - c) obtain access to the Heritage Agreement Site across other land held by the Owner for the purposes referred to in paragraphs a) or b) above; and,
  - d) where necessary, consult or negotiate with the Owner with respect to any of the matters in paragraphs a) or b) above.



- 12 If the Owner is in breach of this Agreement the Minister may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within a reasonable period of time specified in the notice. If the Owner is in breach of the Agreement and fails to remedy the breach in accordance with the requirements of the above notice, the aggregate value of the rates and taxes from payment of which the Owner (and every predecessor in title of the Owner) has been relieved by virtue of this Agreement, must be paid by the Owner to the appropriate rating or taxing authority.
  - 13 The Minister may delegate any of the Minister's powers under this Agreement to any person.
  - 14 This Agreement may not be varied or terminated except by a written Agreement signed by both the Minister and the Owner.
  - 15 An act or omission based on a genuine mistake as to the boundaries of the Heritage Agreement Site shall not constitute a breach of this Agreement.
  - 16 Notice shall, for the purposes of this Agreement, be properly served on the Owner if it is –
    - a) posted to the Owner at the Owner's last address known to the Minister; or
    - b) fixed in a prominent position on the Heritage Agreement Site.
  - 17 The Agreement shall be noted against the relevant instrument of title, or where the Heritage Agreement Site is not held under the *Real Property Act, 1886*, the land.
-

**EXECUTED BY THE PARTIES AS A DEED**

The **COMMON SEAL** of the **MINISTER FOR CLIMATE, ENVIRONMENT AND WATER** was hereunto affixed with the authority of the Minister and in the presence of:

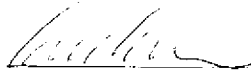
Delegate (signed)

Full name (BLOCK LETTERS)  
and Position TitleADAM SCHUTZ, PRINCIPAL  
ADVISOR NATIVE VEGETATION

Date

6/10/2022

Witness (signed)



Full Name (BLOCK LETTERS)

CERISE LELANNE CURNOW



Occupation

SENIOR BUSINESS OFFICER

Address

81-95 WAYMOUTH ST, ADELAIDE

Telephone

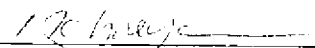
08 8303 9777

Date

6/10/2022

The consent of the **NATIVE VEGETATION COUNCIL** is hereunto given with the delegated authority of the **\_Coordinator Significant Environmental Benefit Program \_**[POSITION TITLE] and in the presence of:

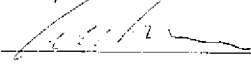
Delegate (signed)

Full name (BLOCK LETTERS)  
and Position TitleTANYA SCHNEYDER, COORDINATOR SIGNIFICANT ENVIRONMENTAL BENEFIT  
PROGRAM

Date

6/10/2022

Witness (signed)



Full Name (BLOCK LETTERS)

CERISE LELANNE CURNOW

Occupation

SENIOR BUSINESS OFFICER

Address

81-95 WAYMOUTH ST, ADELAIDE

Telephone

08 8303 9777

Date

6/10/2022

**EXECUTION AND DATE****Executed as a deed**

Dated this

27

day  
of

September

20

22

**Signed by (signature)**

as Owner (PRINT FULL NAME)

Janice Ferguson

Position title

Chan Nohux Foundation

(IF SIGNING ON BEHALF OF ORGANISATION, PROVIDE POSITION TITLE)

**In the presence of:**

Witness (signed)

Full Name

(PRINT IN BLOCK LETTERS)

Occupation

Address

Telephone

Signed in my presence by the Owner who is either personally known to me or has satisfied me as to his or her identity, and is not a party to the Agreement.

A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

**COMPLETE ONLY IF MORE THAN ONE REGISTERED PROPRIETOR ON TITLE****Signed by (signature)**

as Owner (PRINT FULL NAME)

Position title

(IF SIGNING ON BEHALF OF ORGANISATION, PROVIDE POSITION TITLE)

**In the presence of:**

Witness (signed)

Full Name

(PRINT IN BLOCK LETTERS)

Occupation

Address

Telephone

Signed in my presence by the Owner who is either personally known to me or has satisfied me as to his or her identity, and is not a party to the Agreement.

A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

## SCHEDULE 1

## STANDARD HERITAGE FENCE SPECIFICATION

## 6 PLAIN

**PURPOSE OF FENCE**

The standard fence specification has been approved for the purpose of the construction of stock proof fencing along specified boundaries of the Heritage Agreement Site.

**FENCE SPECIFICATION***Posts:*

- Treated pine posts (cambio) [1.8m X 75-100mm], 20 metres minimum apart, 1.1m out of the ground.
- Distance between posts can be altered to suit conditions (min 10m)

*Spacers:*

- Two or three spacers equally spaced between each pair of posts depending on conditions.
- Spacers may be either:
  - galvanised pressed steel
  - poly droppers

*Strainer assemblies:*

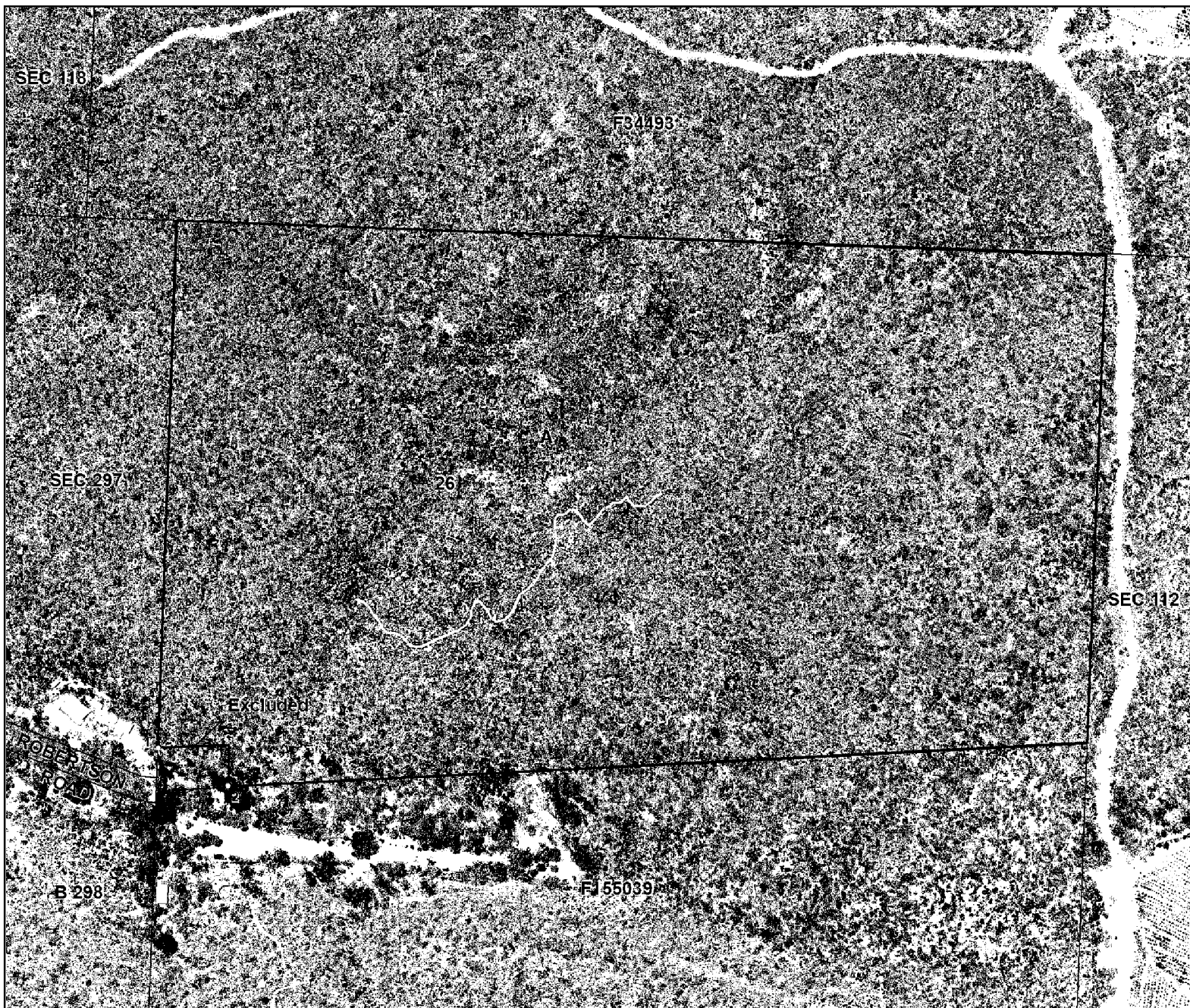
- Box assembly made of treated pine posts (cambio) [2.4m X 150-200mm] with treated pine post rail (cambio) [3.0m X 100-125mm] and a diagonal stay of steel rod or high tensile wire.
- Wherever possible box assemblies shall bisect the fence angle.
- Strains should be as long as possible, up to 1500m.

*Wire:*

- The bottom wire 150mm above the ground, two bottom wires 150mm apart, four top wires 175mm apart. Total height 1000mm (approx).
- Height and distances between wires may be varied subject to mutual agreement.
- The wires shall be 2.5mm high tensile wire (eg "tyeasy").
- All wires shall be properly secured to spacers with galvanised 2.5mm tie wire or clips.
- If the fence is located within 50km of the coast all wires shall be heavily galvanised.
- Wires shall be stapled to posts with galvanised 50mm barbed fence staples.
- All wires to be strained to manufacturer's specifications.  
(1.8kN for "tyeasy").

*Gates:*

- Gates at agreed locations shall be 3.6 metres wide standard field gates (galvanised with a weldmesh panel).



**G 17/2022**

**PLAN FOR HERITAGE AGREEMENT**

Certificate of Title Vol. 5821 Fol. 199

ALLOTMENT 26 IN FILED PLAN 155041  
IN THE AREA NAMED KERSBROOK  
HUNDRED OF PARA WIRRA  
ADELAIDE HILLS COUNCIL

Registered Owners:  
NATURE FOUNDATION LTD



The delineation of the heritage area shown hereon was determined by the use of the Department for Environment and Water Digital Image AdelaideMetro\_7-22Jan2021\_60mm\_LCC.ecw

Area marked A is for Heritage Agreement purposes  
Area marked 'EXCLUDED' is not proposed for conservation status

Tracks

**ANNOTATION NOTES**

Point 1 is on the western boundary of allotment 26

Point 2 is on the southern boundary of allotment 26



2/5/2022 M.A

DEW 2019/1001



# HERITAGE AGREEMENT FREQUENTLY ASKED QUESTIONS (FAQ's)

September 2022

## What is a Heritage Agreement?

A Heritage Agreement is an agreement between a land owner and the Minister responsible for the *Native Vegetation Act 1991* (the Act), for the permanent protection of native plants and animals on private land.

## What are the benefits of having Heritage Agreement?

Heritage Agreements provide land owners with the certainty that the native vegetation on their land will be protected into the future, even if they no longer own the land. Depending on the agreement, land owners may also be eligible for:

- Incentives to protect and manage the land.
- Reduction in council rates for the portion of land under the agreement.
- Funding for fencing, weed and pest control, erosion control, the development of a management plan, revegetation, and other ecological restoration activities.

## How long does the application process take and what are the steps involved?

Dedicating land under a Heritage Agreement (HA) takes around 12 months and involves the following steps:

1. Land owner submits a quick [application form](#) online or as a hard copy.
2. The Native Vegetation Council (NVC) and Minister responsible for the *Native Vegetation Act* decide if they will enter into a HA.
3. The Native Vegetation Branch (Branch) work with the land owner to map the area and prepare agreement documentation.
4. If the agreement covers part of a land parcel, the Branch submits a plan to Land Services SA.
5. The Heritage Agreement is sent to the land owner, NVC and Minister for signature.
6. The Branch arranges for the signed agreement to be lodged on land title.
7. The Branch notifies the Office of the Valuer-General and council rates relief is applied in the second rating year.

## What information do I need to include in the application?

The quick Heritage Agreement [application form](#) includes the following information:

- Property location.
- Size of area.
- Importance or special features of the property i.e. vegetation type, threatened species (if known).

If you need help with an application, please contact the Native Vegetation Branch.

## Revegetation areas as Heritage Agreements

The NVC may consider Heritage Agreement applications for revegetation areas if the revegetation:

- has sufficient cover and structure of local plant species, that is likely to be self-sustaining,
- was established from locally sourced species,
- features reasonable representation of plant species and structural diversity reflecting a naturally occurring community.

## Heritage Agreement establishment costs

The Native Vegetation Council covers the costs associated with negotiating, drafting and registering a Heritage Agreement for agreements that are entered into voluntarily by a land owner.

Costs associated with the establishment of Heritage Agreements established as a result of clearance or compliance actions will not be covered by the NVC.

## Financial support for Heritage Agreement owners

As a Heritage Agreement owner you may be eligible for financial assistance in the form of grant funding from the Minister, when it is available. The current government has committed \$6 million between 2022 and 2026 to support HA owners. Up to date information about funding and grants can found on the Heritage Agreement web page ([www.environment.sa.gov.au/topics/native-vegetation/protecting-enhancing/heritage-agreements](http://www.environment.sa.gov.au/topics/native-vegetation/protecting-enhancing/heritage-agreements)).

Funding may also be available through other sources including local councils, Landscape Boards and other organisations.

## Reduction of rates, taxes and levies

As a Heritage Agreement owner, you can receive a reduction in council rates and certain taxes such as Land Tax and the Emergency Services Levy. The reduction in rates and tax apply to the part of the property under Heritage Agreement. We will notify the Office of the Valuer-General of your newly registered Heritage Agreement and begin in the second rating year, following the registration of the Heritage Agreement. For further information please contact the Office of the Valuer-General ([www.valuergeneral.sa.gov.au](http://www.valuergeneral.sa.gov.au)).

## Variation of termination of a Heritage Agreement

You may apply to vary or terminate a Heritage Agreement. Variations are used to support actions such as boundary re-alignments or the addition of exclusion zones for the purpose of building a residential dwelling. In accordance with the Act, the NVC can only support variations where there is no significant impact to native vegetation. For example requests to establish an exclusion zone in an area of native vegetation that is considered to have moderate to high biodiversity, is considered substantially intact or where clearance contravenes Schedule 1 – Principles of Clearance under the Act, cannot be approved in accordance with the NVC's requirements under the Act.

Termination of a HA is generally not supported by the NVC, other than in exceptional circumstances i.e. the land will be subject to a higher level of protection such as proclamation as a National Park under the *National Parks and Wildlife Act 1972*.

## Permitted activities within a Heritage Agreement area?

Heritage Agreements are dedicated for the conservation and protection of native vegetation and native fauna habitat.

Activities that do not impact the ecological values of the site are generally permitted, but some may require approval.

Please contact the Native Vegetation Branch to discuss.

## Prohibited activities within a Heritage Agreement

Activities that have potential to impact the ecological value of the Heritage Agreement are generally not supported. This includes:

- Removal of native vegetation
- Introduction of non-indigenous vegetation
- Grazing by livestock (unless an approved NVC management plan is in place)
- Activities that deteriorate water quality, flow or quantity – such as a dam

- Introduction of non-indigenous animals
- Removal of wood or timber – whether standing or fallen, dead or alive
- Removal or disturbance of rocks or soil, including cultivation
- Application of fertiliser
- Erection of buildings or other structures
- Recreational use of trail bikes and other vehicles

## Stock exclusion and fencing

To prevent stock from damaging the heritage agreement area you may need to erect and maintain a fence. Fencing is the responsibility of the property owner, however assistance may be available from time to time and it is recommended you contact the Native Vegetation Branch to discuss what support may be available.

Grazing of stock in general, is not supported in a Heritage Agreement. If the purpose of the grazing is ecological, a grazing management plan that clearly demonstrates the intended benefits of grazing and how it will be sustainably managed will need to be submitted to the NVC for approval.

## Eco-cabins, glamping tents, transportable buildings (or similar type structure) within Heritage Agreements

If your Heritage Agreement features an 'exclusion zone' or your land includes areas that are not covered by the Heritage Agreement, then you may be able to construct a building. Exclusion zones are typically established at the same time as the Heritage Agreement. If you are wanting to vary your Heritage Agreement to include an exclusion zone, please talk to the Native Vegetation Branch in the first instance as there are specific requirements to enable this type of variation.

## Heritage Agreements and camping

Low impact camping is permitted within the Heritage Agreement area.

Any ecotourism activities or placement of caravans requires approval by the NVC.

## Can I clear vegetation within a Heritage Agreement area for bushfire prevention?

In accordance with the *Native Vegetation Regulations 2017*, you can clear native vegetation within 20 m of a dwelling for the purpose of bushfire prevention – except for large trees with a circumference greater than 2 m. Clearance beyond 20 m requires approval.

For further information please refer to <https://www.environment.sa.gov.au/topics/native-vegetation/clearing/fire-prevention>

## **Carbon farming and biodiversity markets (Commonwealth Emissions Reduction Fund initiatives)**

The activities associated with carbon farming or biodiversity credits (i.e. revegetation and pest control) often support the objectives of the Heritage Agreement and the initiatives can be complimentary. However, undertaking certain activities within a HA (i.e. revegetation) may require approval from the Minister.

The DEW is working with the Australian Government Department of Climate Change, Energy, the Environment and Water to ensure that there is capacity for State and Commonwealth requirements to be complementary to each other.

Further information will be available through the Australian Government Department of Climate Change, Energy, the Environment and Water as information

related to a biodiversity market and amendments to the existing carbon farming initiatives are confirmed.

<https://www.dcceew.gov.au/>

## **Heritage Agreement and offset credits in South Australia**

Offset credits in South Australia are referred to as Significant Environmental Benefit (SEB) credits under the Act. SEB credits are created through improving the protection and management of native vegetation. You may be able to generate SEB credits by protecting native vegetation through a Heritage Agreement and undertaking management activities.

Land that is covered by an existing Heritage Agreement is already protected and is therefore unlikely to generate SEB credit. Please talk to the Native Vegetation Branch about what may be possible for you.

### **More information**

Please contact the Native Vegetation Branch on

8303 9777 or [nvc.haprogram@sa.gov.au](mailto:nvc.haprogram@sa.gov.au)

[www.environment.sa.gov.au](http://www.environment.sa.gov.au)

# Heritage Agreement Policy

February 2023

Native Vegetation Council Guideline for Section 24(3) of the *Native Vegetation Act 1991*

## BACKGROUND

A Heritage Agreement is a permanent and legally binding contract placed on the land's title to protect an area of native vegetation.

The contract is formed between a land owner and the Minister responsible for the *Native Vegetation Act 1991* (the Act).

The Native Vegetation Council (NVC) is an advisory body to the Minister. According to Section 23(5) of the Act, the Minister must not enter into, vary or terminate a Heritage Agreement without first consulting and obtaining the approval of the NVC.

## PURPOSE

This policy outlines the principles that guide the NVC in incentivising, approving, varying, or terminating a Heritage Agreement.

## SCOPE

This policy provides guidance to the NVC and departmental staff with delegated authority to assist in administering the Act as it relates to Heritage Agreements.

The policy applies to all Heritage Agreements that are subject to the Act, including those established under the now repealed *South Australian Heritage Act 1978*.

## LEGISLATIVE CONTEXT

The NVC must take into account and seek to further the Objects of the Act when making a decision in relation to incentivising, approving, varying or terminating a Heritage Agreement.

The objects of the Act include:

- The conservation, protection and enhancement of the native vegetation of the State, particularly remnant native vegetation, in order to prevent further:
  - reduction of biological diversity and degradation of the land and its soil
  - loss of quantity and quality of native vegetation in the State
  - loss of critical habitat.
- The provision of incentives and assistance to landholders to encourage the commonly held desire of landholders to preserve, enhance and properly manage the native vegetation on their land.
- The limitation of the clearance of native vegetation to clearance in particular circumstances that will facilitate the management of other native vegetation, or will facilitate the sustainable use of land for primary production.



- The encouragement of research into the preservation, enhancement and management of native vegetation.
- The encouragement of the re-establishment of native vegetation in those parts of the State where native vegetation has been cleared or degraded.

The NVC must also not make a decision considered seriously at variance with the *Principles of native vegetation clearance* (the Principles) set out in Schedule 1 of the Act. The Principles consider matters such as plant species diversity, wildlife habitat, threatened flora, threatened vegetation communities, and remnant and amenity values.

## **MATTERS ADDRESSED IN THIS POLICY**

- [Establishing a Heritage Agreement](#)
- [Permitted activities within a Heritage Agreement](#)
- [Varying and terminating a Heritage Agreement](#)
- [Incentives to establish a Heritage Agreement](#)

### **Establishing a Heritage Agreement**

The Act stipulates that the Minister can enter into a Heritage Agreement with a land owner if the area of land nominated:

- Contains native vegetation which the Minister considers warrants preservation and enhancement; or
- Has been revegetated with species indigenous to the local area that represent a naturally occurring community, and the Minister considers the vegetation warrants preservation and enhancement.

When determining if a Heritage Agreement should be approved, the NVC will assess if:

1. The area nominated is, as a guide:
  - a. a minimum of 1 ha if it contains rare or threatened vegetation communities, plants, animals or associated habitats.
  - b. a minimum of 3 ha if it contains common vegetation types.
  - c. of any size where it abuts an existing Heritage Agreement or other protected area (such as a reserve under the National Parks and Wildlife Act) or where it has been nominated by a Government department, body or authority, including local or Federal government.
2. Native vegetation covers most of the area proposed for inclusion, or where a portion lacks native vegetation cover, that portion is less than a third of the total area and it will be subject to revegetation.
3. A management plan has been developed to address any significant management issues, such as large weed infestations or areas devoid of native vegetation, when such issues exist.
4. One or more of the following is satisfied:
  - a. Contains threatened vegetation communities, plants or animals or associated habitats.
  - b. Is in good condition with high plant diversity.
  - c. Provides for connectivity within the landscape and for the movement of native animals.
  - d. Occurs in a region that has been extensively cleared.
  - e. Is associated with a wetland environment.
  - f. Protecting existing habitat for climate change / refuge.

The NVC will also assess if the Heritage Agreement:

1. Is the most appropriate means of maintaining and enhancing the ecological values of the site.
2. Will provide for or assist with ecological resilience and adaption to climate change.
3. Will facilitate First Nations' traditional use of the land where appropriate.



4. Is of a sufficient size and dimension to warrant protection in relation to the local landscape context and the administrative costs of establishing and supporting the Heritage Agreement.
5. Has been managed to reduce weed species, pest animals and if water points have / will be decommissioned to ensure the HA is in the optimal position for protection.

With regards to land that has been revegetated, the NVC will assess if:

1. The revegetation has been established with local plant species that provide sufficient cover and structure, and that is likely to develop into a self-sustaining system with only moderate ongoing management and maintenance.
2. The revegetation has been established from locally sourced seeds or specimens. The NVC will permit plants established from seed or cuttings sourced from climates relative to the area being revegetated to enable the plants to be resilient to climate change, but they should still be, where possible, from within the same general geographic region. The NVC may choose to refer to appropriate climate change modelling where making any assessment.
3. There is a reasonable representation of plant species and structural diversity reflecting a naturally occurring community.

If the NVC determines that an area of revegetation is not of a sufficient standard for protection under a Heritage Agreement, the applicant can seek alternative protection by applying to have the revegetation declared as 'native vegetation' under the Act (refer sections 23E and 23F). This ensures that the revegetation is subject to the clearance controls under the Act as if it were naturally occurring native vegetation.

When establishing a Heritage Agreement, the applicant may apply to exclude an area from the agreement area to allow for activities to occur (such as the construction of a house) that would otherwise not be permitted within a Heritage Agreement. The NVC will assess a request for an 'exclusion zone' against the following criteria:

1. It does not significantly impact the ecological values of the site.
2. It is of sufficient size to accommodate associated structures, access and fire protection that may be required to permit the intended use.
3. It is positioned near the edge of the Heritage Agreement with existing vehicle access where possible, and is in an area of cleared or degraded native vegetation.
4. It avoids areas of ecological and cultural importance.
5. Any clearance required to facilitate the proposed activity is likely to be approved, or is permissible, under the Act or regulations.

## **Permitted activities within a Heritage Agreement**

The NVC is responsible for advising the Minister on the actions and activities permitted within a Heritage Agreement in accordance with section 23A of the Act.

A Heritage Agreement is dedicated to the conservation and protection of native vegetation and native fauna habitat, and the land it applies to should not be used in a manner that is inconsistent with that dedication.

The NVC will generally permit:

1. Revegetation in areas lacking native vegetation cover where natural regeneration may be limited, or certain species or structural elements may be absent. The revegetation should, where possible, consist of local species (or species from drier climates) consistent with the expectations associated

with the establishment of new Heritage Agreements. Any revegetation works to be undertaken require approval by the Minister in accordance with the Heritage Agreement.

2. Camping and caravan sites and ecotourism if the NVC and the Minister are satisfied that the conservation values of the Heritage Agreement will not be adversely affected. Any clearance of vegetation required to facilitate these activities, whether within the Heritage Agreement or in exclusion zones, is subject to the approval of the NVC.
3. Bee keeping may be allowed to continue within a Heritage Agreement area in a manner and at a level consistent with the existing use at the time the agreement was established. Prior to finalising a Heritage Agreement, the land owner is required to provide information relating to the location and number of existing bee hive sites and the location of existing tracks to be used for bee keeping.
4. Management of over-abundant native animals if it is specifically for the purpose of improving or maintaining the condition of the vegetation within the Heritage Agreement, and it is undertaken in accordance with a destruction permit issued under the *National Parks and Wildlife Act 1972*. This may include commercial harvesting of overabundant native animals if appropriate.
5. Activities associated with incentive programs, such as Carbon Farming and Biodiversity Markets, where the activities will enhance or maintain the ecological and conservation values of the land and the respective program permits the use of such land.
6. Ecological and cultural burning where a Management Plan has been prepared in accordance with the Guideline and approved by the NVC.

Activities that impact on the ecological value of the Heritage Agreement are generally not supported, specifically:

1. The removal of native vegetation, except where permission has been granted by the NVC, or clearance is permitted in accordance with the regulations, such as:
  - a. Establishing private walking tracks, maintaining an existing vehicle track or existing infrastructure, or maintaining or upgrading a fence on the boundary of the agreement.
  - b. Enhancing the ecological values of the site (e.g. prescribed burning or clearance to facilitate weed and pest control) subject to an approved NVC management plan.
  - c. An approved clearance application under Section 28 of the Act.
2. The introduction of non-indigenous vegetation.
3. Grazing by livestock, unless it can be demonstrated via a management plan that:
  - a. The grazing is of a type, extent and duration that improves the quality of the native vegetation within the agreement.
  - b. There is no practical alternative that would result in a better outcome for the native vegetation.
4. Activities that deteriorate water quality, flow or quantity – such as a dam.
5. The introduction of non-indigenous animals.
6. The removal of wood or timber, whether standing or fallen, dead or alive.
7. The removal or disturbance of rocks or soil, including cultivation.
8. The application of fertiliser.
9. The erection of buildings or other structures.
10. Recreational use of trail bikes and other vehicles.
11. Horse riding.

In certain circumstances, these restrictions can be modified where the NVC and the Minister are satisfied that the conservation values of the Heritage Agreement will not be adversely affected. Such activities may need to be described in a management plan and approved by the NVC and/or the Minister. Greater flexibility will generally be provided in relation to Heritage Agreements that were established voluntarily (i.e. not

associated with a condition of consent, court order, funding arrangements or SEB offset arrangement).

## **Varying and terminating a Heritage Agreement**

A Heritage Agreement applies in perpetuity, unless terminated. Varying or terminating a Heritage Agreement requires the approval of both the NVC and the Minister. In considering an application to vary or terminate an agreement, the NVC will assess if the absence or variation of the Heritage Agreement will:

1. Have an impact on native vegetation, including any impacts associated with the likely subsequent use of the land and if such impacts are seriously at variance with the *Principles of native vegetation clearance*, or at odds with the Objects of the Act.
2. Compromise the required outcomes associated with the establishment of the Heritage Agreement, such as those associated with the provision of funding or the achievement of a Significant Environmental Benefit offset.
3. Substantively and negatively compromise the reputation or integrity of Heritage Agreements within the South Australian community.

Other considerations include:

1. Boundary changes may be supported if the variation:
  - a. Improves the management of the vegetation or surrounding land.
  - b. Does not significantly reduce the size of the Heritage Agreement.
  - c. Does not adversely affect the ecological value of the Heritage Agreement.
  - d. Does not exclude an area of high ecological value from the Heritage Agreement.
2. Exclusions zones sought after a Heritage Agreement has been established must meet the standard requirements of an exclusion zone set out in relation to the establishment of a Heritage Agreement, and demonstrate that the exclusion is required to enhance the management or use of the Heritage Agreement.
3. Moving an exclusion zone may be supported if it provides a positive or neutral impact on the ecological values of the Heritage Agreement.
4. The NVC is a referral agency under the *Planning, Development and Infrastructure Act 2016*, with power of direction for planning applications. Subdivision of land subject to a Heritage Agreement may be supported if:
  - a. The subdivision of land does not result in a Heritage Agreement being split over multiple parcels.
  - b. The subdivision will not require the establishment of new exclusion zones or the clearance of native vegetation within the Heritage Agreement for a house or other structures.
5. Terminations would only be permitted in exceptional circumstances, such as if:
  - a. The land will still be subject to the same or a higher level of protection, such as being replaced with a new Heritage Agreement, or becoming part of a reserve under the National Parks and Wildlife Act.
  - b. The NVC is of the opinion that a Heritage Agreement no longer provides any significant biodiversity value.

In the event that a Heritage Agreement is terminated, the land owner may be required to repay any funds provided for the establishment and management of the agreement, and any costs associated with the termination.

## **Incentivising Heritage Agreements**

The Native Vegetation Fund established under the Act can provide for payments to landowners for entering

into a Heritage Agreement, or to assist with management of the land. In determining funding for Heritage Agreements, the NVC will prioritise applications that:

1. Provide the greatest value for money.
2. Protect and manage areas with the greatest conservation value.
3. Provide connectivity in the landscape, including adding to or expanding existing protected areas.
4. Provide greater resilience to climate change.
5. Promote and enable traditional First Nations' use of the land.

Activities and costs typically funded by the NVC in relation to Heritage Agreements include (subject to availability of funds):

1. Fencing to exclude stock,
2. Exclusion or management of kangaroos or other native herbivores where causing harm to the native vegetation.
3. Weed and pest control.
4. Development of a management plan.
5. Revegetation.
6. Other ecological restoration activities, such as ecological burning.
7. Contractor fees associated with vegetation monitoring.

Section 23A(2)(f and g) of the Act allows for the Minister to make a payment to a land owner as an incentive to enter into a Heritage Agreement. The amount payable must not exceed the decrease in land value from entering the agreement (as determined by the Valuer-General). Incentive payments must be in accordance with guidelines to be developed.

## DEFINITIONS

For the purposes of this policy and related policy documents, the following definitions apply:

**Departmental staff** refers to employees of the Native Vegetation Branch for the Department for Environment and Water.

**Land** means the definition given in the *Native Vegetation Act 1991*.

**Owner** means the definition given in the *Native Vegetation Act 1991*.

**The Act** means the *Native Vegetation Act 1991*.

## USEFUL REFERENCE SITES

Department for Environment and Water - [www.environment.sa.gov.au](http://www.environment.sa.gov.au)

Native Vegetation - [www.environment.sa.gov.au/nativevegetation](http://www.environment.sa.gov.au/nativevegetation)

Heritage Agreements - <https://www.environment.sa.gov.au/topics/native-vegetation/protecting-enhancing>

## FURTHER INFORMATION

For information contact the Native Vegetation Branch, DEW: phone 8303 9777

Native Vegetation Council, GPO Box 1047, ADELAIDE SA 5001 or

Emailed to: [nvc@sa.gov.au](mailto:nvc@sa.gov.au)