



CONSERVATION AGREEMENT

between the

COMMONWEALTH OF AUSTRALIA

and

Kenneth G and Margaret L Christian

in relation to the

**PROTECTION AND CONSERVATION OF SPECIES LISTED AS THREATENED
UNDER THE *ENVIRONMENT PROTECTION AND BIODIVERSITY
CONSERVATION ACT 1999***

in relation to

Portion 98a

NORFOLK ISLAND

TABLE OF CLAUSES

Interpretation

Commencement and Duration

Protection and Conservation of the Area

Alteration to Plan of Management

Notification of Change of Ownership

Agreement Not To Be Varied or Discharged Without Consent

Assets

Record and Reports

Access to Landholder's Area

Assignment and Novation

Dispute Resolution

Variation

Termination by Agreement

Termination or Variation by the Minister (or delegate)

Negation of Employment, Partnership And Agency

Waiver

Costs

Governing law

Notification of Matters Adversely Affecting Environmental Values

Notices

Signatures to Agreement

SCHEDULES

- 1. Map of Agreement Area showing the four areas of Portion 98a, Norfolk Island, subject to this Conservation Agreement**
- 2. Plan of Management**
- 3. Schedule of Payments**

THIS CONSERVATION AGREEMENT is made on the twenty-first day of June 2005.

PARTIES

This is an agreement between:

Mark Flanigan, Assistant Secretary, Policy and Compliance Branch, Approvals and Wildlife Division, Australian Government Department of the Environment and Heritage, John Gorton Building, King Edward Terrace, Parkes in the Australian Capital Territory acting on behalf of

Ian Campbell, Minister for the Environment and Heritage on behalf of the Commonwealth of Australia (“the Commonwealth”)

and

Kenneth Gregory Christian and Margaret Lesley Christian, (“the Landholder”)
(hereinafter called “the parties”).

LOCATION

This Agreement relates to the protection and conservation of four areas on Portion 98a Norfolk Island as shown on the map at Schedule 1 to this Agreement (the Area)

PURPOSE

- A. Subsection 305(1) of the EPBC Act provides that the Minister may, on behalf of the Commonwealth, enter into an agreement for the protection and conservation of Biodiversity in the Australian jurisdiction.
- B. The Minister and the Landholder have agreed that the Commonwealth and the Landholder should work together to manage the Area for the object of enhancing the conservation of certain species listed as threatened under the EPBC Act and which either do or may occur in the Area.
- C. The Minister is satisfied that management of the Area in accordance with this Agreement will result in a net benefit to the protection and conservation of biodiversity, and in particular of species listed as threatened under the EPBC Act.
- D. The Minister accepts that the Management Plan annexed to this agreement provides for the protection and conservation of the environment and biodiversity by:
 - excluding non-native grazing animals by fencing,
 - removal of, and prevention of reinfestation by, exotic weeds to the extent that endemic threatened plants are not prevented from completing their life cycles; and

- selective replanting and management of endemic species.
- E. The agreement has the effect of binding the Commonwealth and the Landholder, including any Landholder that is a successor to the whole or any part of any interest that the Original Landholder has in the Area or any part of the Area when this Agreement is entered into.

OPERATIVE PART

1. Interpretation

1.1 In this Agreement, unless a contrary intention appears:

Area means the area or place described under the heading Location and shown in the map at Schedule 1.

EPBC Act means the *Environment Protection and Biodiversity Conservation Act 1999* and any statutory modification, substitution or re-enactment of that legislation or legislative provision.

Landholder means the owner of the Area, and is a party to this Agreement and includes any Landholder that is a successor to the whole or any part of any interest that the Original Landholder have in the Area or any part of the Area when this Agreement is entered into.

Minister means the Minister administering the Environment Protection and Biodiversity Conservation Act 1999 ("EPBC Act") or a delegate of the Minister under the EPBC Act.

Parties means the parties to this Agreement and their legal successors and permitted assigns.

Plan of Management means the Plan of Management for Portion 98a, Norfolk Island dated the twentieth day of July 2005, a copy of which is Schedule 2 to this Agreement.

Original Landholder means the owner of the Area at the time this Agreement is entered into.

Writing means any representation of words, figures or symbols capable of being rendered in a visible form.

1.2 In this Agreement, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;

- (d) words importing persons include a partnership and a body whether corporate or otherwise;
- (e) all references to dollars are to Australian dollars;
- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended or replaced from time to time;
- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (h) reference to an Item is to an Item in the Plan of Management;
- (i) any Schedule or any attachments form part of this Agreement;
- (j) where any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of a Schedule or attachment (if any), the terms and conditions of the clauses prevail;
- (k) reference to a Schedule or an attachment is a reference to a Schedule or an attachment to this Agreement, including as amended or replaced from time to time.

1.3 This Agreement records the entire agreement between the parties in relation to its subject matter.

1.4 Any reading down or severance of a particular provision does not affect the other provisions of this Agreement.

2. Commencement and Duration

2.1 This Agreement commences on the date on which it is made and continues in **perpetuity** after its commencement (unless terminated in accordance with the EPBC Act or the Agreement).

3. Protection and Conservation of the Area

3.1 The Area is to be managed in accordance with the **Plan of Management** in Schedule 2.

4. Alteration to the Plan of Management

4.1 The Plan of Management may only be changed by written agreement between the Parties.

5. Notification of Change of Ownership

5.1 The Landholder shall notify the Minister in writing of any agreement entered into by the Landholder to effect any change of ownership or control of the Area, or any portion of the Area and that notice shall detail the name and address of all parties to the agreement and the nature of the change of ownership or control. An example of

this would be a proposal to subdivide the Area into lots or a transfer of all or part of the Land. The Landholder shall ensure that all other parties to the agreement are informed of this Agreement and of the effect of section 307 of the EPBC Act. The Landholder must ensure that each contract for sale contains a provision that makes the Purchaser aware of the form and effect of the Conservation Agreement and that they agree to include a similar provision in any subsequent sale.

5.2 Nothing in this instrument shall render a person liable for any breach of its terms committed after that person ceases to be the registered proprietor of the Area.

6. Financial Assistance

6.1 The Commonwealth will provide to the landholder such financial assistance as required by the Plan of Management to accomplish the specific tasks set out in the Plan of Management. In particular, the Commonwealth will provide funding for the specified fencing, weeding and planting of the Area during the financial years 2004/05 and 2005/06.

6.2 The Landholder may decide whether to purchase any asset deemed necessary to enable the tasks specified in the Plan of Management to be undertaken.

7. Records and Reports

7.1 The Landholder must provide to the Commonwealth on request periodic reports of the Landholder's progress in undertaking the Agreement. Reports will be limited to disbursement of funds under the Agreement and to the landholders' assessment of outcomes for conservation of biodiversity.

8. Access to the Landholder's Area

8.1 The Landholder agrees to give to the Minister, or to any persons authorised in writing by the Minister and agreed between the Minister and Landholder as being a suitable person, reasonable access to the Area for the purpose of:

- (a) monitoring the Agreement;
- (b) conducting any works which are required to preserve or prevent degradation of the biodiversity protected under the Agreement; and
- (c) obtaining information necessary to provide advice to the Landholder in relation to the implementation of the Agreement.

8.2 Where the landholder and the Minister cannot reach agreement within two weeks on the suitability of a person to undertake the tasks set out in clause 8.1, the Minister shall appoint an officer of Department of the Environment and Heritage to undertake those tasks.

8.3 Where an access route is specified in the Agreement or has been otherwise agreed in writing by the parties, the Commonwealth, or the said persons authorised by the Commonwealth shall follow such route (except in cases of emergency or where it is not reasonably practicable to do so) and shall follow all directions given by the Landholder where it is reasonably practicable to do so.

8.4 The Minister will ensure that all laws, permits, licences and other authorisations are obtained and complied with for the purposes of carrying out any works specified in sub-clause 8.1. The Landholder agrees to do all things reasonably necessary to assist the Minister in obtaining such permits, licences or authorisations.

9. Assignment and novation

9.1 The Landholder cannot novate his or her obligations, and must not assign its rights, under this Agreement or enter into any other arrangements or novation, without in either case, prior approval in writing from the Minister.

Dispute resolution

10.1 The parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:

- (a) first, the party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
- (b) secondly, the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
- (c) thirdly, the parties have 10 business days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure;
- (d) fourthly, the parties will try to resolve the dispute by arbitration; and
- (e) lastly, if:
 - there is no resolution or agreement; or
 - there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or such extended time as the parties may agree in writing before the expiration of the 15 business days,

then, either party may commence legal proceedings.

10.2 Despite the existence of a dispute, the parties will (unless requested in writing not to do so) continue to perform the Agreement.

10.3 This clause does not preclude either party from commencing legal proceedings for urgent interlocutory relief.

11. Variation

11.1 The Parties acknowledge that this Agreement may be varied at any time by a variation agreement entered into by the Parties.

12. Termination by agreement

12.1 This Agreement may be terminated by agreement between the parties, in accordance with the EPBC Act.

13. Termination or variation by the Minister

13.1 The Parties acknowledge that if the Minister is satisfied that this Agreement is not capable of achieving its purpose, the Minister may, in accordance with subsection 308(4) of the EPBC Act, without the consent of the Landholder:

(a) terminate the agreement; or,

(b) vary the agreement in any way the Minister thinks necessary to ensure that it becomes capable of achieving its purpose.

13.2 If the Minister under the preceding subclause varies the Agreement, the Landholder may, by notice in writing to the Minister, terminate the Agreement.

13.3 The parties acknowledge that the rights of the Minister under this agreement are in addition to any rights the Minister has under the EPBC Act.

14. Negation of employment, partnership and agency

14.1 The Landholder agrees not to represent him or herself, and to ensure that its officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.

14.2 The Landholder is not by virtue of this Agreement an officer, employee, partner or agent of the Commonwealth, nor does the Landholder have any power or authority to bind or represent the Commonwealth.

15. Waiver

15.1 If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

15.2 Whole or partial exercise by a party of any of its rights does not prevent the further exercise of any right.

In this clause 'rights' means rights or remedies provided by this Agreement or at law.

16. Costs

Each Party will bear their own costs of and in relation to this Agreement (including all taxes, levies etc. for which the Party may be liable) unless otherwise provided for in the Agreement.

17. Governing law

As the Commonwealth seat of government resides in Canberra, the laws in the Australian Capital Territory apply to this Agreement.

18. Notification of matters adversely affecting environmental values

18.1 The Landholder and the Minister will:

- (a) advise each other of any proposed action or event, including a proposed action or event by a person not party to this agreement, which could adversely affect the environmental values under protection, conservation or management under this Agreement;
- (b) advise each other of any information, proposals or suggestions that may assist in the protection, conservation or management of the environmental values under this Agreement;
- (c) respond promptly to all communications from each other relating to the Agreement.

19. Notices

19.1 Any notice, request or other communication to be given under this Agreement is to be in writing and dealt with as follows:

- (a) if given by the Landholder to the Commonwealth – marked for the attention of the First Assistant Secretary, Approvals and Wildlife Division, The Department of the Environment and Heritage GPO Box 787 Canberra ACT 2601 or as otherwise notified by the Commonwealth; or
- (b) if given by the Commonwealth to the Landholder – signed by an officer of the Department and marked with the name of the landholder and the address **PO Box 60, Norfolk Island** or as otherwise notified by the Landholder.

(c)

19.2 Any notice, request or other communication is to be delivered by hand, sent by pre-paid post or transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by pre-paid post.

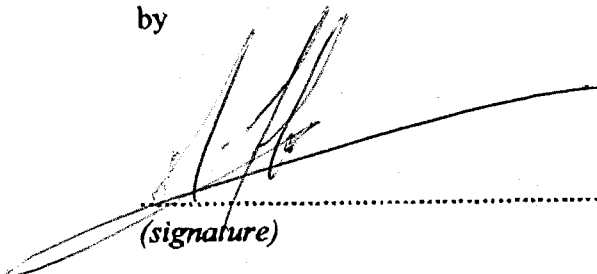
19.3 A notice, request or other communication will be deemed to be received:

- (a) if delivered by hand, upon delivery;
- (b) if sent by pre-paid ordinary post within Australia, to a place within the mainland of Australia, upon the expiration of 20 business days after the date on which it was sent; and
- (c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

0011 6723 22800

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of the
COMMONWEALTH of AUSTRALIA
by


.....
(signature)

MARK FLANIGAN
Assistant Secretary
Policy and Compliance Branch
Approvals and Wildlife Division
Department of the Environment and
Heritage

On behalf of
The Hon Sen Ian Campbell
Minister for the Australian Department of
Environment and Heritage

Date: 21/6/05

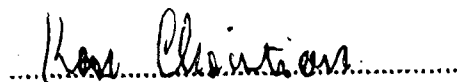
In the Presence of Witness:


.....
(signature)

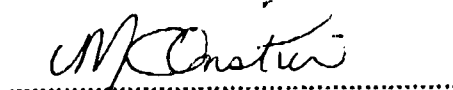
PAUL GARRETT
.....
(name)

Date 21/6/05

SIGNED for and on behalf of the
LANDHOLDER
by


.....
(signature)

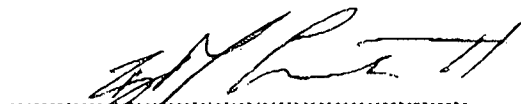
Kenneth G Christian


.....
(signature)

Margaret L Christian

Date: 21-06-05

In the Presence of Witness:


.....
(signature)

RYAN GARTRELL
.....
(name)

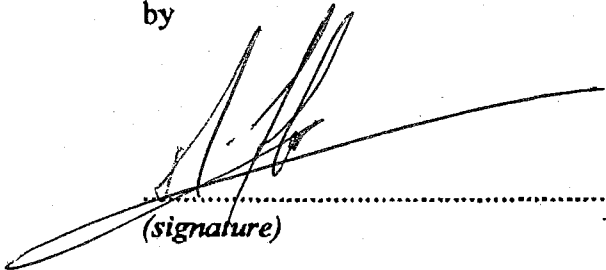
Date 21-06-05

0011 6723 22800

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of the
COMMONWEALTH of AUSTRALIA

by


.....
(signature)

MARK FLANIGAN
Assistant Secretary
Policy and Compliance Branch
Approvals and Wildlife Division
Department of the Environment and
Heritage

On behalf of
The Hon Sen Ian Campbell
Minister for the Australian Department of
Environment and Heritage

Date: 21/6/05

In the Presence of Witness:

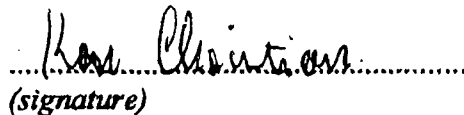

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(signature)

PAUL GARRETT
.....
(name)

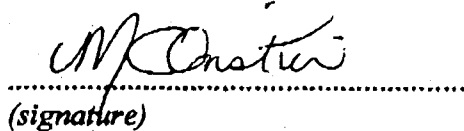
Date 21/6/05
.....

SIGNED for and on behalf of the
LANDHOLDER

by


.....
(signature)

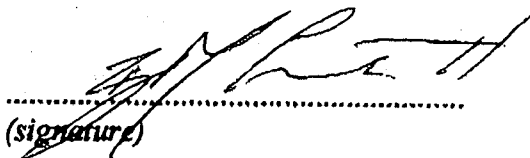
Kenneth G Christian


.....
(signature)

Margaret L Christian

Date: 21-06-05

In the Presence of Witness:


.....
(signature)

RYAN GARTRELL
.....
(name)

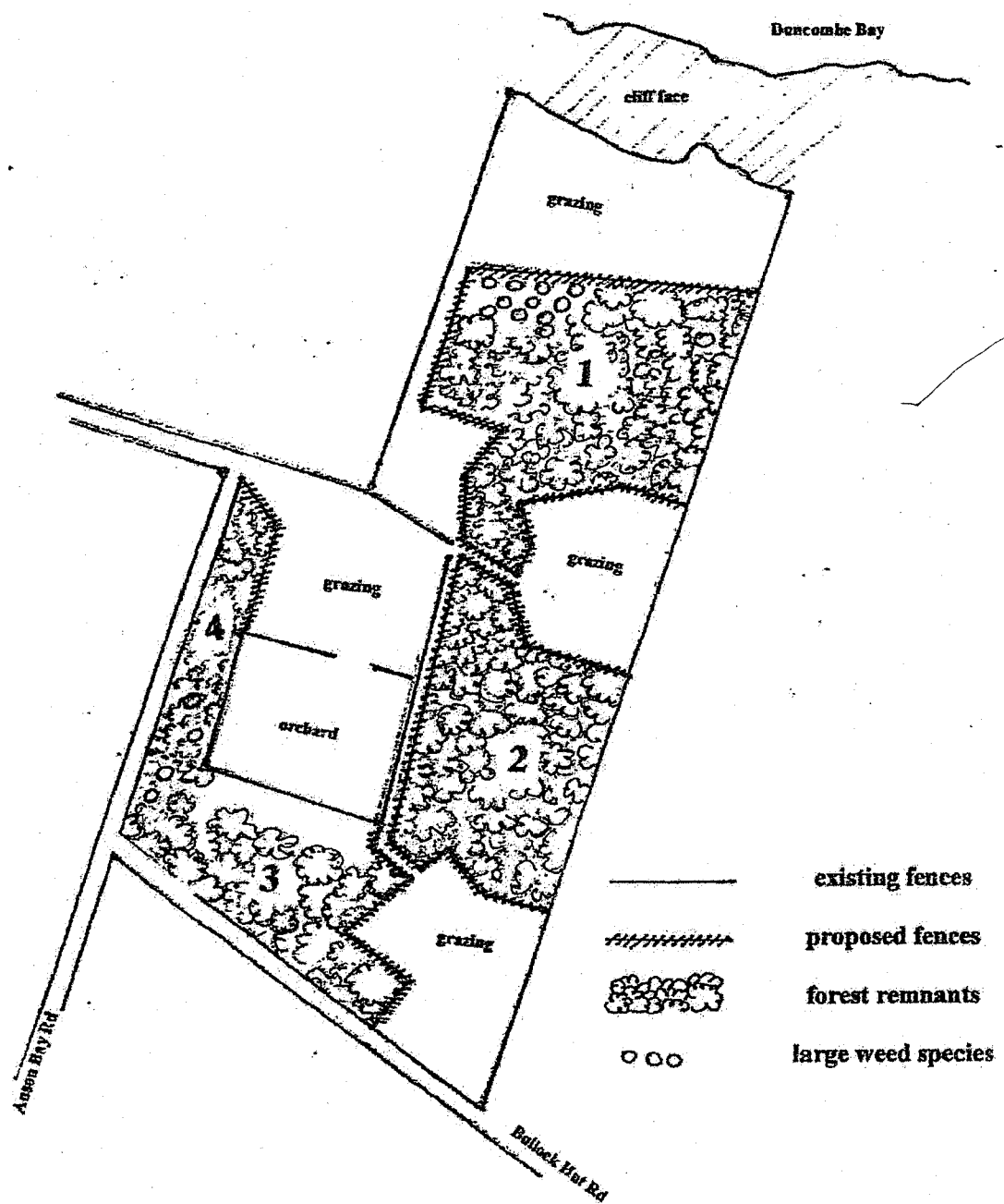
Date 21-06-05
.....

Schedule 1
Attachment 3

Lot 98a

South Pacific Ocean

Duncombe Bay



Norfolk Island Conservation Agreements

Plan of Management for Portion 98a Norfolk Island

Leaseholders K & M Christian

**Prepared by
Margaret L Christian
For
Department of Environment & Heritage
2005**

Plan of Management Portion 98a

This Portion consists of a patchwork of native forest remnants and open kikuyu paddocks. Until March 2004 the entire area supported a herd of cattle, and recruitment of the native species was severely suppressed due to grazing and trampling throughout the remnant forest, as well as the grassed areas.

Cattle have been excluded since March 2004. This has allowed a noticeable increase in native seedling growth, but maintenance of the fast growing kikuyu is becoming a burden in the absence of the cattle. When not grazed the kikuyu grass becomes long and rank, creates harbourage for vermin such as rodents and feral fowls, is a potential fire hazard and encroaches on the forested areas.

Urgent assistance is required with the cost of fencing the forest remnants before it is necessary to restock the grassed areas with cattle to reduce the above hazards.

METHOD

The Portion has been surveyed in 4 discrete areas, divided by grassed paddocks. Boundary lengths and area widths were measured on the ground, and plant species present were noted. Presence only, and not abundance, was recorded except in the case of prolific weed infestations.

SUPPLY OF PLANTS & MARKERS

Where planting is indicated, it should be noted that the supply of any plants required for rehabilitation purposes under these Agreements, has been offered free of charge by the Norfolk Island National Park Manager, from supplies at the Norfolk Island Administration/Norfolk Island National Parks joint nursery.

Guava stakes (*Psidium cattleianum*) harvested from Parks weeding operations will also be available at no cost, to utilise as markers for the plants.

FENCING

The major expenditure on this Portion will take place in Year 1, with the provision of fencing between the grazing land and the forest remnants. The long history of grazing has created an open understorey and only the removal of a few large individuals of weed species will incur high costs. In the 2nd and 3rd years of this plan, maintenance and planting will be the only requirements, and can be achieved at a minimal cost.

- Attachment 1** provides a list of plant species recorded in each area.
Attachment 2 : aerial photograph of Portion 98a
Attachment 3 : site plan

Area 1

Approx. 2.4 ha of flat ground

The major weed species in this area is mature *Olea europea cuspidata* (African Olive). The owners will poison, and then progressively remove these trees whilst rehabilitating the area..

Where olives are not present, the weeds are manageable using mostly manual techniques of control. The aggressively spreading *Rivina humilis* (Coral Berry) occurs here, requiring constant vigilance.

Regular monitoring and maintenance to detect and remove new outbreaks of weeds will be the main requirement in this area.

As the area is essentially sparsely infested, the amount calculated per hectare (in Interim Report I- Weed Trials 2004 - Christian) has been halved to \$300/ha in the first year, and \$100/ha in the following years.

ACTION REQUIRED

Fencing

550m of electric fencing will be required to secure this area, consisting of :

14 strainer posts @ \$16.50	\$231
40 fence posts @ \$10	\$400
1650m plain wire @ \$0.11m	\$181
Contractor to mechanically dig 56 post holes	\$100
Labour to erect fence 42 hours @ \$20	\$840 (contributed by owners)

The owners have arranged to have the power connected to this site, considerably reducing the fencing costs from the alternative barbed wire fences.

\$500 (contributed by owners)

Weeding

Scarfig & Poisoning of large African olives x 12	\$ 120
2.4ha maintenance weeding @ \$300 x 3 per annum	\$ 900

Planting

To reduce the light levels on the perimeters of this area (thereby reducing maintenance costs by lowering the level of weed infestation) 100 plants of suitable colonising species should be planted (at 5m spacing).

Transport, labour, watering, staking 100 plants @ \$6.50 \$650
(Plants and marker stakes to be provided free of charge by NINP)

Area 1 (cont'd)

ESTIMATED BUDGET

Year 1

Fencing \$1752 (less contributed labour)	\$ 912	
Weeding	\$1020	
Planting	\$ 650	
		\$2582

Year 2

Weeding	\$ 300	
		\$ 300

Year 3

Weeding	\$ 300	
		\$ 300

Area 2

Approx. 1.3ha flat ground

A few mature African olive trees (*Olea europea*) in this area will be progressively removed by the owners following poisoning. The aggressive Coral Berry (*Rivina humilis*) will require consistent effort to remove new outbreaks.

ACTION REQUIRED

Fencing

Approx. 430m of electric fencing will be required to secure this area

12 Strainer posts @ \$16.50	\$198
33 Posts @ \$10	\$330
1290m plain wire @ \$0.11	\$142
Contractor to mechanically dig post holes	\$100
Labour to construct fence 28hrs @ \$20	\$560 (contributed by owners)

Weeding

1.3ha maintenance weeding @\$100/ha x 3 (treatments p/a)
\$390

Planting

72 suitable native colonising plants should be placed at 5m intervals to reduce light levels around the perimeter of this area, thereby reducing weed infestation and maintenance costs.

72 plants and marker stakes – free of charge from NINP nursery
\$0
Transport, labour, watering, staking 72 plants @ \$6.50
\$468.

ESTIMATED BUDGET

Year 1

Fencing	\$ 1330 less contributed labour	\$ 770
Weeding		\$ 390
Planting		\$ 468
		\$1628

Year 2

Weeding		\$ 390
		\$ 390

Year 3

Weeding		\$ 390
		\$ 390

Area 3

Approx. 2.1 ha of flat ground

Lantana, wild tobacco and coral berry are found in this area, and larger woody weeds including olive, lilac (white cedar) and silky oak. The two latter species are represented by a small number of large individuals, which will need to be felled professionally to minimise the impact on surrounding native species.

ACTION REQUIRED

Fencing

Approx. 145.m of electric fencing will be required to secure this area

6 Strainer posts @ \$16.50	\$ 99
9 Posts @ \$10	\$ 90
435m plain wire @ \$0.11	\$ 48
Contractor to mechanically dig x post holes	\$ 25
Labour to construct fence 8hrs @ \$20	\$160 (contributed by owners)

Weeding

Removal of large grevillea and melia trees	\$ 500
2.1ha maintenance weeding @\$100/ha x 3 (treatments p/a)	\$ 620

Planting

29 suitable native colonising plants should be placed at 5m intervals to reduce light levels around the perimeter of this area, thereby reducing weed infestation and maintenance costs.

29 plants and marker stakes – free of charge from NINP nursery	\$0
Transport, labour, watering, staking 29 plants @ \$6.50	\$188

Area 3 (cont'd)

ESTIMATED BUDGET

Year 1

Fencing	\$ 422 (less contributed labour)	\$ 262	
Weeding	(tree removal)	\$ 500	
Weeding	(general)	\$ 620	
Planting		\$ 188	
			\$1570

Year 2

Weeding		\$ 620	
			\$ 620

Year 3

Weeding		\$ 620	
			\$ 620

Area 4

0.3ha of flat ground, in a narrow strip bounded by roadway and grassed paddock. Perimeter fencing and most internal fencing is in good condition and only one short run of fencing need be replaced.

About half of this area has been weeded in the weeding trials, and is now at maintenance level. The remaining area is heavily infested with coral berry, and some large white cedar trees, as well as a combination of average sized wild tobacco and lantana, with the addition of exotic asparagus fern, not found in other parts of the Portion.

ACTION REQUIRED

Fencing

Approx. 85m of electric fencing will be required to secure this area

4 Strainer posts @ \$16.50	\$ 66
8 Posts @ \$10	\$ 80
255 m plain wire @ \$0.11	\$ 28
Contractor to mechanically dig post holes	\$ 25
Labour to construct fence 4 hrs @ \$20	\$ 80 (contributed by owners)

Weeding

Removal of coral berry infestation 16 hrs @ \$20	\$ 320
Removal of large lilac tree/s	\$ 300
0.3ha maintenance weeding @\$100/ha x 3 (treatments p/a)	\$ 90

Planting

60 suitable native colonising plants should be placed at 5m intervals to reduce light levels around the perimeter of this area, thereby reducing weed infestation and maintenance costs.

60 plants and marker stakes – free of charge from NINP nursery	\$0
Transport, labour, watering, staking 60 plants @ \$6.50	\$390

Area 4 (cont'd)

ESTIMATED BUDGET

Year 1

Fencing	\$ 279 less contributed labour	\$ 199
Weeding – Tree removal		\$ 300
Weeding – coral berry		\$ 320
Weeding – general		\$ 90
Planting		\$ 390

\$1299

Year 2

Weeding		\$ 90
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\$ 90

Year 3

Weeding		\$ 90
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\$ 90

Estimated budget for all Areas

Year 1

Fencing	Area 1	\$912	
	Area 2	\$770	
	Area 3	\$262	
	Area 4	\$199	
			\$2143
Planting	Area 1	\$650	
	Area 2	\$468	
	Area 3	\$188	
	Area 4	\$390	
			\$1696
Weeding	Area 1	\$1020	
	Area 2	\$ 390	
	Area 3	\$1120	
	Area 4	\$ 710	
			\$3240
			\$7079

Estimated budget for all Areas (cont'd)

Year 2

Weeding

Area 1	\$ 300
Area 2	\$ 390
Area 3	\$ 620
Area 4	\$ 90

\$1400

Year 3

Weeding

Area 1	\$ 300
Area 2	\$ 390
Area 3	\$ 620
Area 4	\$ 90

\$1400

Portion 98a – Flora Species

Endemic Species

Araucaria heterophylla
 Capparis nobilis
 Elaeodendron curtispiculum
 Lagunaria patersonia patersonia
 Melodinus baueri
 Pittosporum bracteolatum
 Rapanea ralstonii

Native Species

Baloghia inophylla
 Commelina cyanea
 Dysoxylum patersonianum
 Exocarpos phyllanthoides phyllanthoides
 Jasminum simplicifolium
 Muehlenbeckia australis
 Nestegis apetala
 Oplismenus hirtellis
 Pisonia bruoniana
 Vittaria elongata
 Zanthoxylum pinnatum

Exotic Species

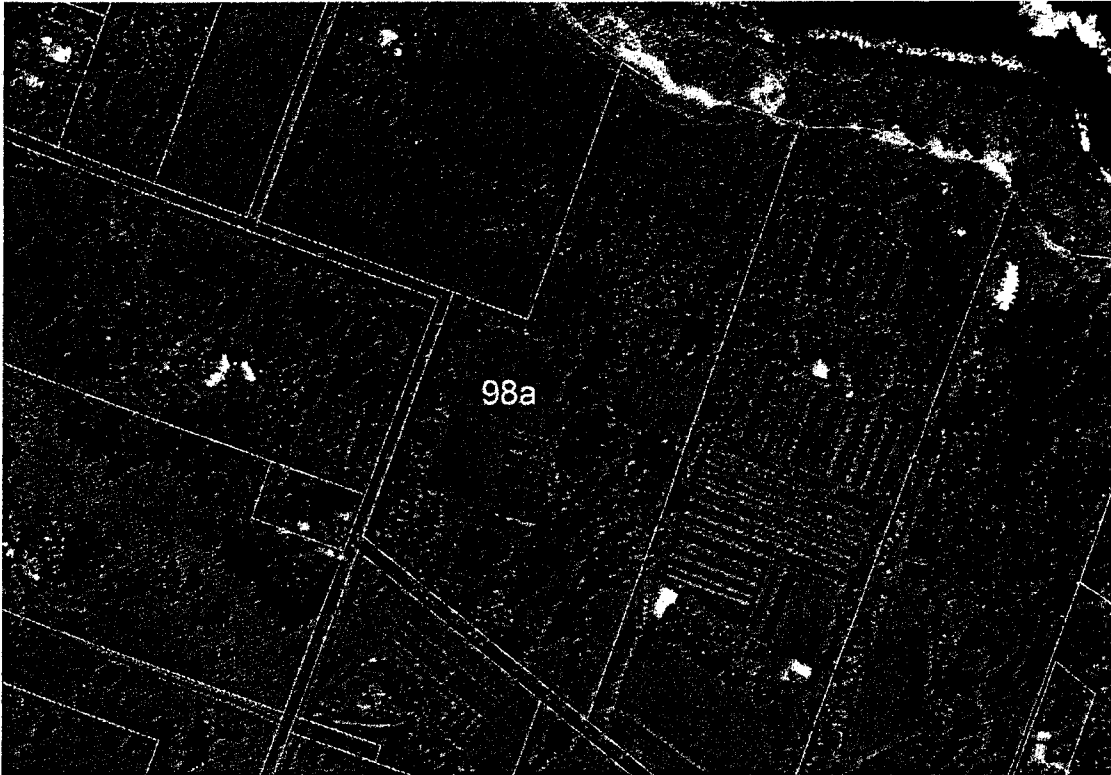
Citrus jambhiri
 Grevillea robusta
 Lantana camara
 Melia azederach
 Olea europea
 Pennisetum clandestinum
 Psidium cattleianum
 Rivina humilis
 Solanum mauritianum

Areas

NI Pine (1, 2, 3)
 Devils Guts (1, 2, 3, 4)
 NI Maple (1, 2, 3, 4)
 NI White oak (1, 2, 3, 4)
 Big Creeper (3)
 NI Oleander (1, 2, 3, 4)
 NI Beech (1, 2, 3)

Bloodwood (1, 2, 3, 4)
 Wandering Jew (2, 3)
 Sharkwood (1, 2, 3)
 Isaacwood (1)
 Native Jasmine (1, 2, 3, 4)
 Shrubby Creeper (1, 4)
 Ironwood (1, 2, 3, 4)
 Native Grass (1, 2, 3, 4)
 Birdcatcher (3)
 Climbing Fern (1, 3)
 Little Yellowwood (1)

Wild Lemon (1, 3, 4)
 Silky Oak (3)
 Lantana (1, 2, 3, 4)
 White Cedar (Lilac) (2, 3, 4)
 African Olive (1, 2, 3)
 Kikuyu Grass (1, 2, 3, 4)
 Cherry Guava (1, 3, 4)
 Coral Berry (2, 3, 4)
 Wild Tobacco (1, 2, 3, 4)



Schedule 3

Schedule of Payments

2004/05: \$8,479 to be paid on signature of this agreement by all parties

2005/06: \$1,400 on receipt of acquittal of first payment