

Your reference :
Our reference : FIL07/10749
Contact : Alan Williams - 02 9995 6844



Arthur Ilias
Project Director
Lend Lease Development
PO Box 1124
SY MARYS NSW 1790\

Cc: Andrew Dique

Dear Mr Ilias

RE: Consent #2937 for the southern section of Dunheved Precinct, St Marys Property.

Enclosed is s.90 consent #2937, granted to Maryland Development Company Pty Limited for the purpose of undertaking residential development, which will impact Aboriginal site Dunheved 1 (#45-5-3429) and Dunheved 2 (#45-5-3430).

Please note the special conditions attached to this Consent. You should also note the date of expiry for this Consent and reporting requirements. The Consent covers only those areas described in the Schedules of the Consent.

Yours sincerely

A handwritten signature in black ink that reads "Lou Ewins" followed by the date "6/5/08".

Lou Ewins
Manager
Planning & Aboriginal Heritage Section
Climate Change & Environment Protection Group
Department of Environment & Climate Change

PO Box 668, Parramatta NSW 2124
Level 7, 79 George St, Parramatta NSW
Tel: (02) 9995 5000 Fax: (02) 9995 6900
ABN 30 841 387 271
www.environment.nsw.gov.au

Department of **Environment and Conservation** NSW





CONSENT #2937

CONSENT**CONSENT TO CARRY OUT THE DESTRUCTION OF AN ABORIGINAL OBJECT/PLACE****Background**

An application has been made to the Director-General of the Department of Environment and Climate Change by:

Maryland Development Company Pty Limited

of (address in full):

PO Box 1124, St Marys, NSW 1790

for a consent pursuant to section 90 of the *National Parks and Wildlife Act 1974* ("the Act") to destroy, damage or deface Aboriginal objects in the course of development activities associated with **the residential development of the southern Dunheved precinct.**

Consent granted subject to conditions

NOW I, Lou Ewins, Manager Planning & Aboriginal Heritage Section, Metropolitan Branch of the Department of Environment and Climate Change, grant to **Maryland Development Company Pty Limited** ("the proponent"):

(a) pursuant to Section 90 of the Act, CONSENT to destroy, damage or deface the remaining Aboriginal objects identified in Schedule A on the land described in Schedule B;

but only in accordance with all of the conditions of this consent.

TERMS AND CONDITIONS OF THIS CONSENT

This Consent is issued subject to the conditions specified below.

DATED at Sydney this 6th day of MAY 2008

Lou Ewins
Manager Planning & Aboriginal Heritage
Environment Protection and Regulation
Department of Environment & Climate Change
(by delegation)

SCHEDULE A: Aboriginal Site to which this consent applies

AHIMS No.	Name	Description	Approximate eastings	Approximate northings
#45-5-3429	Dunheved 1	Disturbed artefact scatter located adjacent Ropes Creek	292636	6264500
#45-5-3430	Dunheved 2	Disturbed artefact scatter located adjacent Ropes Creek	292673	6264585

SCHEDULE B: Land to which this permit and consent apply ("the land")

The southern section of the Dunheved precinct within St Mary's Property (the former ADI site) as shown in **Figure 1** attached.

CONDITIONS APPLYING TO THE CONSENT**Commencement**

1. This consent commenced on the date this document was signed.

Duration of the consent

2. This consent remains in force for five (5) years from the date this document was signed.

Protection of human remains

3. To avoid any doubt, this consent does not authorise damage to any human remains in, on or under the land.

If any human remains are located in, on or under the land, the proponent must:

- (a) contact the local police;
- (b) not disturb or excavate these remains;
- (c) immediately cease all work at the particular location;
- (d) notify the DECC office as soon as practicable and provide any available details of the remains and their location; and
- (e) not recommence any work at the particular location until authorised in writing by the DECC.

GENERAL TERMS AND CONDITIONS APPLYING TO THE CONSENT

1. This consent is not transferable.
2. This consent may be revoked at any time at the discretion of the Director-General.
3. The terms and conditions of this consent may be varied at any time at the discretion of the Director-General.
4. The proponent must ensure that all of its employees, contractors, sub-contractors and agents are made aware of the conditions of this consent and the corresponding offence provisions and obligations contained in the Act.
5. The proponent must notify the DECC office in writing as soon as practicable after becoming aware of any failure to comply with Part 6 of the Act or any condition of this consent.
6. Where a DECC officer reasonably suspects that an incident which may have breached Part 6 of the Act has occurred, the officer may request in writing that the proponent prepare a written report as soon as practicable about the incident.

7. The proponent agrees to indemnify and keep indemnified, the Crown in right of NSW (DECC), the Minister administering the Act, the Director-General, and their employees, agents and contractors, in the absence of any willful misconduct or negligence on their part, from and against all actions, demands, claims, proceedings, losses, damages, costs (including legal costs) charges or expenses suffered or incurred by them resulting from any damage or destruction to any real or personal property and injury suffered or sustained (including death) by any persons arising out of or in connection with the activities undertaken pursuant to this consent.
8. The proponent agrees to release to the full extent permitted by law, the Crown in right of NSW (DECC), the Minister administering the Act, the Director-General, and their employees, agents and contractors, in the absence of any willful misconduct or negligence on their part, from all suits, actions, demands and claims of every kind resulting from any damage or destruction to any real or personal property and injury suffered or sustained (including death) by any persons arising out of or in connection with the works undertaken pursuant to this consent.
9. DECC is entitled to make copies of any reports provided to DECC under this consent. The proponent must ensure that any culturally sensitive information that should be accessed subject to conditions (eg. gender related cultural reasons) be identified in a separate letter accompanying the report.

Note: DECC may be required to produce a copy of a report provided to it in response to a lawful requirement. This request may occur, for example, as part of court proceedings or under freedom of information legislation. In providing a copy of any report which contains culturally sensitive information to which access is restricted, DECC will provide a copy of the letter setting out the restrictions and request that any person receiving a copy of the report take all reasonable precautions to comply with the specified access restrictions.
10. Where a condition of this consent specifies either an event or due date by which something must be done or cease to be done, the proponent has a continuing obligation to comply with that condition after that date (subject to any written variation of that condition).

DICTIONARY

Aboriginal Community means those Aboriginal groups or individuals in the local area including those which registered an interest to be consulted during the community consultation undertaken for the project and any other Aboriginal group or individual which notifies the proponent of a wish to be consulted about the activities referred to in this permit and consent.

Aboriginal objects has the same meaning as in the Act

Act means the *National Parks and Wildlife Act 1974*

Consent means this consent issued pursuant to s.90 of the Act

Damage in relation to an Aboriginal object, means to knowingly damage, deface or destroy, or knowingly cause or permit the destruction or defacement of, or damage to, the Aboriginal object (unless otherwise specified)

DECC means the Department of Environment and Climate Change

DECC office means the Parramatta office; contact Lou Ewins, Manager Planning & Aboriginal Heritage Section, Metropolitan Region ph: (02) 9995 6802 fax: (02) 995 6900

Disturb, when used in relation to land, includes causing land to be disturbed

Human remains includes any remains that are reasonably suspected to be human remains, regardless of their origin

Land means the land described in Schedule B

Proponent means Maryland Development Company Pty Limited**INFORMATION ABOUT THIS PERMIT AND CONSENT****Responsibility for obtaining all approvals and compliance with applicable laws**

The proponent is responsible for obtaining and complying with all approvals necessary to lawfully carry out the work referred to in this permit and consent, including but not limited to development consents and any permits required under Part 3A of the *Rivers and Foreshores Improvement Act 1948* to carry out excavation near watercourses.

Exercise of investigation and compliance powers

Officers appointed or authorised under the Act may exercise certain powers and functions, including the power to enter land.

Entry to the land only with permission of owner or occupier

A consent does not authorise the holder to enter or work on the land. Permission must be obtained from the owner or occupier.

Obligation to report newly identified Aboriginal objects

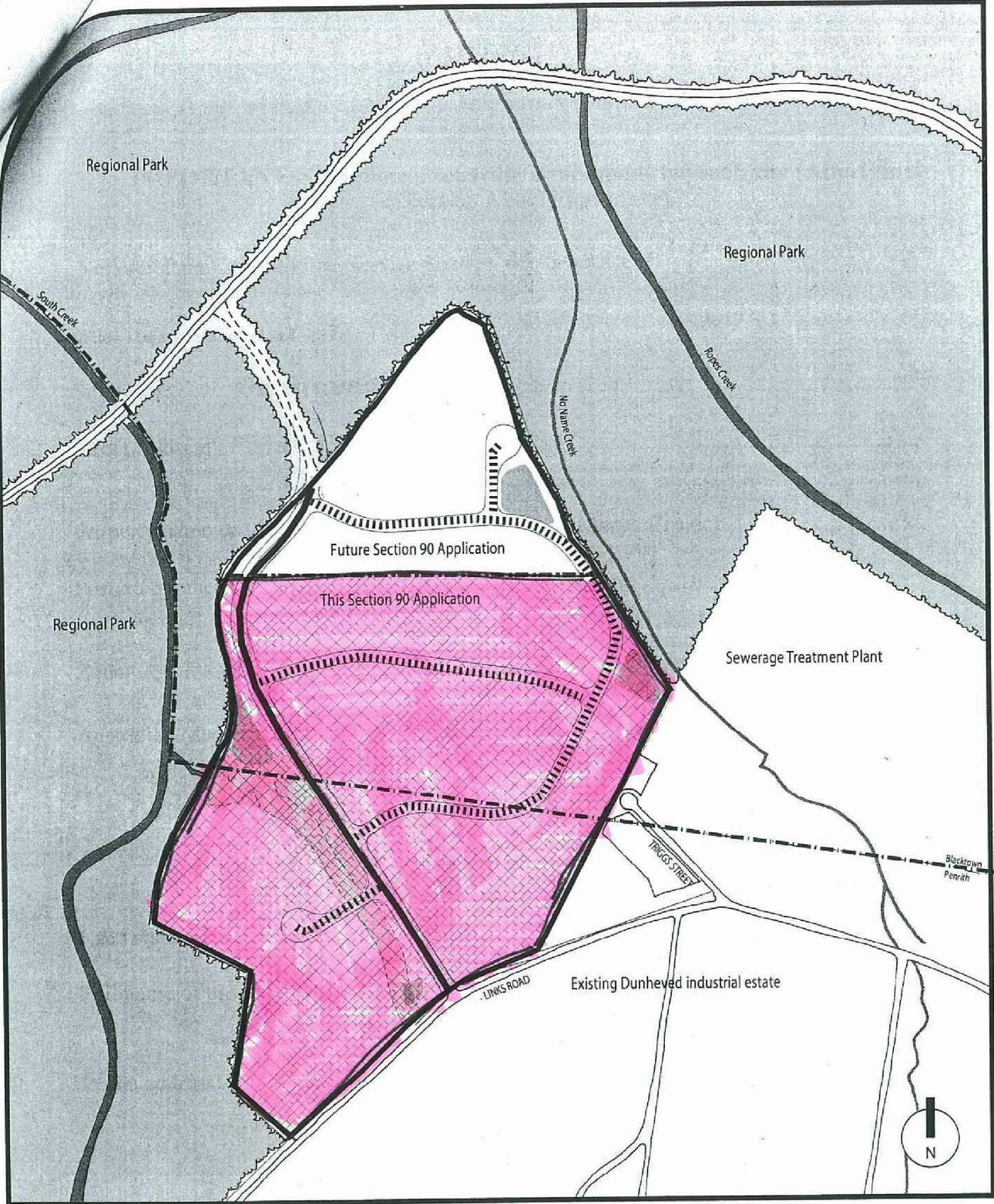
Nothing in this consent affects the proponent's responsibility under s.91 of the Act to report newly identified Aboriginal objects.

Obligation to report Aboriginal remains


The proponent may have additional obligations to report any discovery of Aboriginal remains under the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Commonwealth)*.








5905#

Figure 1



Framework Plan
(indicative layout)

 AREA TO WHICH THIS
CONSENT APPLIES

- | | | | |
|---|---|--|---|
|  Subject to Section 90 Application |  LGA Boundary |  Collector Street |  Riparian Corridor |
|  Detention Basins |  Precinct Boundary |  Local Street | |

DUNHEVED PRECINCT, ST MARYS
PROPERTY

Variation of Aboriginal Heritage Impact Permit



Office of
Environment
& Heritage

National Parks and Wildlife Act 1974 (NPW Act)

Your reference: AHIP application
Our reference: AHIMS No. 2937 / 2937
Notice number: 1132104
Contact:

RECEIVED
22 FEB 2013

MARYLAND DEVELOPMENT COMPANY PTY LTD,
ABN 45 069 368 896,
PO BOX 1124,
ST MARYS NSW 1790

NOTICE OF VARIATION OF ABORIGINAL HERITAGE IMPACT PERMIT NO. #2937

Issued pursuant to section 90D(5) *National Parks and Wildlife Act 1974*

BACKGROUND

- A. MARYLAND DEVELOPMENT COMPANY PTY LTD (the applicant) applied to the Office of Environment and Heritage, Department of Premier and Cabinet (OEH) to vary Aboriginal Heritage Impact Permit No.2937 (the AHIP) granted under section 90D *National Parks and Wildlife Act 1974* (NPW Act). The AHIP authorises the carrying out of Harm to Aboriginal Objects.
- B. OEH received the application on 12-Feb-2013.
- C. OEH has considered the matters set out in section 90K of the NPW Act.

VARIATION OF ABORIGINAL HERITAGE IMPACT PERMIT

- 1 OEH has decided to grant this variation. By this notice OEH varies AHIP No. 2937 in the following manner:

Variation 1

Condition 1 of the AHIP states that:

“The consent is commenced on the date that this document was signed.”

is replaced by:

“The consent is extended on the date that this variation is signed”.

Variation 2

Condition 2 states that:

“This consent remains in force for five (5) years from the date this document was signed.”

Is replaced by :

“This consent remains in forced for five (5) years from the date that this variation is signed.

Notice number 1132104

Page 1 of 2

Variation of Aboriginal Heritage Impact Permit



**Office of
Environment
& Heritage**

tional Parks and Wildlife Act 1974 (NPW Act)

- 2 You must provide a copy of this AHIP variation notice to each Registered Aboriginal Party referenced in AHIP number #2937, within 14 days.

Ms Lou Ewins
Manager Planning & Aboriginal Heritage Section
Metropolitan
(by Delegation)

Date: 20-Feb-2013

INFORMATION ABOUT THIS VARIATION NOTICE

- Details provided in this notice will be available on OEH's Public Register in accordance with section 188F of the NPW Act.

You should read this Variation Notice carefully and ensure that you continue to comply with all conditions of the original AHIP 2937 issued on 6th May 2008, as amended by this Variation Notice. The format of this Variation Notice requires that it must be read in conjunction with the original AHIP.

When this notice begins to operate

- The variations to the AHIP specified in this notice begin to operate immediately from the date of this Variation Notice, unless another date is specified in this notice.

Variation of this notice

- This Variation Notice may only be varied by subsequent notices issued by OEH

Appeals against this decision

- You can appeal against this decision to the Land and Environment Court. The deadline for lodging the appeal is 21 days after the date that this notice was issued.