



Department of
Environment and Conservation (NSW)

Your reference : s. 90 App. 18/02/05
Our reference : DOC05/03765
Contact : Jackie Taylor (20) 6298 9740

Mr. Peter Lean
Hazzcorp Pty Ltd
PO Box 373
Narellan NSW 2567

Consent # 2286

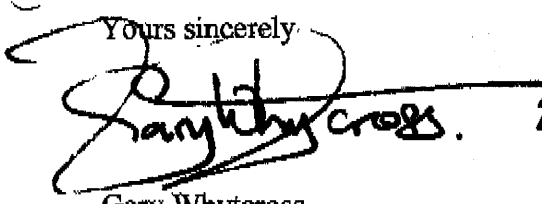
Dear Mr Lean,

Please find enclosed a copy of a Consent to Destroy issued to you. The Consent allows you to destroy all Aboriginal objects that remain within Aboriginal sites 58-1-930 (NW1), 58-1-931 (NW2), 58-1-932 (NW3), 58-1-934 (NW3-IF), 58-1-964 (NW4) and 58-1-935 (NW5) at Lot 41 DP1056665 and Lot 4 DP771597, Narrawallec, NSW. You should read the Consent carefully and take note of the conditions under which it has been issued.

Copies of the Consent have also been forwarded to Ulladulla LALC, Mr Rod Wellington (SAHS - DEC Nowra) and DIPNR.

Please contact Jackie Taylor, A/ Archaeologist, South Branch, Environment Protection and Regulation Division (ph. 6298 9740) if you have any questions concerning this matter.

Yours sincerely


Gary Whytcross
Director
South Branch
Environment Protection and Regulation Division
Department of Environment and Conservation (NSW)
for Director-General

29 August 2005



CONSENT #:2286
(HO use only)

**NATIONAL PARKS AND WILDLIFE ACT 1974
SECTION 90**

CONSENT

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

WHEREAS the Aboriginal Place described in Schedule "A" is situated upon the land described in Schedule "B", and which constitute objects within the meaning of Section 90 of the National Parks and Wildlife Act 1974, and WHEREAS application has been made by:

Peter Lean
Owner/ Manager
Hazcorp Pty Ltd

of (address in full):

PO Box 373 NARELLAN NSW 2567

FOR CONSENT to impact Aboriginal Objects in the course of:

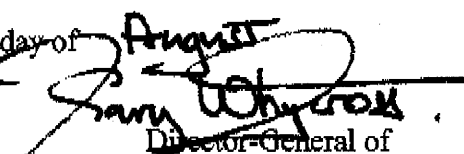
Activities associated with residential development works on
Lot 41 DP1056665 and Lot 4 DP771597, Narrawallee, NSW

NOW I, Lisa Corbyn, Director-General of the Department of Environment & Conservation, in pursuance of Section 90 of the said Act, and subject to the Conditions hereunder set out DO HEREBY CONSENT to the impact upon the said Aboriginal Objects by the said applicant.

TERMS AND CONDITIONS OF THIS CONSENT

This Consent is issued subject to General Terms and Conditions covering all archaeological Permits and Consents, as well as the Specific Terms and Conditions pertaining to Consents to destroy Aboriginal objects all of which conditions are detailed in the attached pages. This Consent does not cover human skeletal material.

DATED at Sydney this 29th day of August, 2005


Director-General of
Dept of Environment & Conservation



SCHEDULE A: All Aboriginal objects located at artefact scatter 58-1-930 (NW1), isolated finds 58-1-931 (NW2), 58-1-932 (NW3) and 58-1-934 (NW3-IF), artefact scatter 58-1-964 (NW4) and archaeological deposit 58-1-935 (NW5) that may be impacted as a result of the activities associated with residential development works, as shown on Annexures 'A' and 'B'.

SCHEDULE B: The areas of Aboriginal sites 58-1-930 (AMG e269320 n6089325), 58-1-931 (AMG e269287 n6089110), 58-1-932 & 58-1-934 (AMG e269211 n6089386), 58-1-964 (AMG e269498 n6089487) and 58-1-935 (AMG e269200 n6089500) situated on Lot 41 DP1056665 and Lot 4 DP771597, Narrawallee, NSW, as shown on Annexures 'A' and 'B'.

SPECIFIC CONDITIONS APPLYING TO CONSENTS TO DESTROY ABORIGINAL RELICS

- 1 The Consent covers only those objects described in the instrument of Consent and in any Schedules thereto.
- 2 In the case of Consents granted to cover development activities, the Consent is granted to cover only those circumstances described in the Schedules, and subject to there not being discovered in the course of further operations, in the progress of that development requiring the Consent, any other objects which will be damaged or destroyed by the continuation of the operation.
(Destruction of such objects would require the granting of a separate Consent).
- 3 The Consent is conditional upon all relevant development approvals having been obtained.
- 4 Should the objects listed in Schedule 'A' above remain in existence two (2) years from the date of this document, the Consent shall be deemed to be void, and any further damage to the relics will require the preparation of a new Consent document.
- 5
 - (i) In the case of Consents granted in conjunction with Permits to excavate or record the Consent covers only material from the site(s) covered by the Permit to excavate.
 - (ii) A Consent so granted as in (i) above is valid for two years or until such date as excavated material must be lodged with The Australian Museum under the terms of the Permit.
 - (iii) The holder of the Consent granted as in (i) above shall furnish the Department of Environment and Conservation with a report on the activities carried out under the Consent, which report shall be part of the final report to the Service (as per Condition 3, Specific Terms and Conditions for Salvage Permits).



SPECIAL CONDITIONS APPLYING TO THIS CONSENT TO DESTROY ABORIGINAL RELICS

1. The Department of Environment and Conservation (NSW) Environment Protection and Regulation Division South Branch Archaeologist and the Aboriginal Heritage Conservation Officer at Nowra are to be advised within seven working days notice of the date upon which the destruction of the specified objects is to take place.
2. This Consent only applies to Aboriginal objects that are found on the surface and below ground as shown on Annexures 'A' and 'B'. It does not apply to any other Aboriginal objects that may occur outside Lots 41 and 4, west of Leo Drive, Narrawallee, associated with sites 58-1-930 (NW1), 58-1-931 (NW2), 58-1-932 (NW3), 58-1-934 (NW3-IF), 58-1-964 (NW4) and 58-1-935 (NW5).
3. The objects covered under the provisions of this consent are not to be collected.
4. If salvage of the objects covered under this consent is required, work must cease and applications for a Collection Permit or Consent to Destroy with Salvage and a Care and Control Permit must be forwarded to the South Branch Archaeologist.
5. This Consent does not provide consent to disturb any human skeletal remains that occur below the existing ground surface.
6. If any Aboriginal ancestral remains are observed within the consent area, shown on Annexures 'A' and 'B', during construction activities, work must cease and the DEC South Branch Archaeologist must be contacted for advice.
7. A representative from the Ulladulla Local Aboriginal Land Council is to be involved in monitoring of ground surface disturbances within the vicinity of the Aboriginal site 58-1-964 (NW4).
8. If any objects are observed outside the consent area shown on Annexures 'A' and 'B' during construction activities, work must cease and the South Branch Archaeologist must be contacted for advice.



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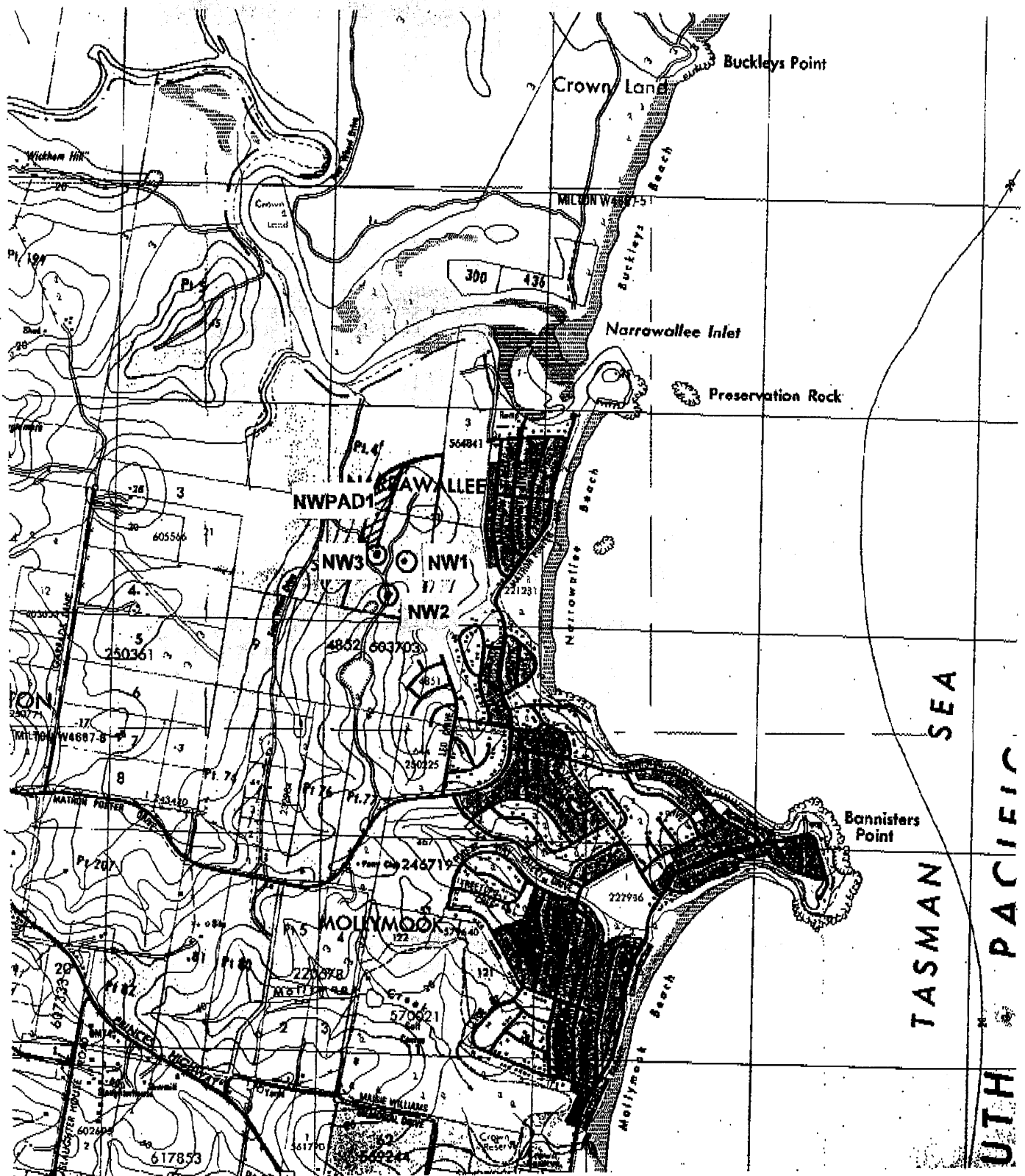
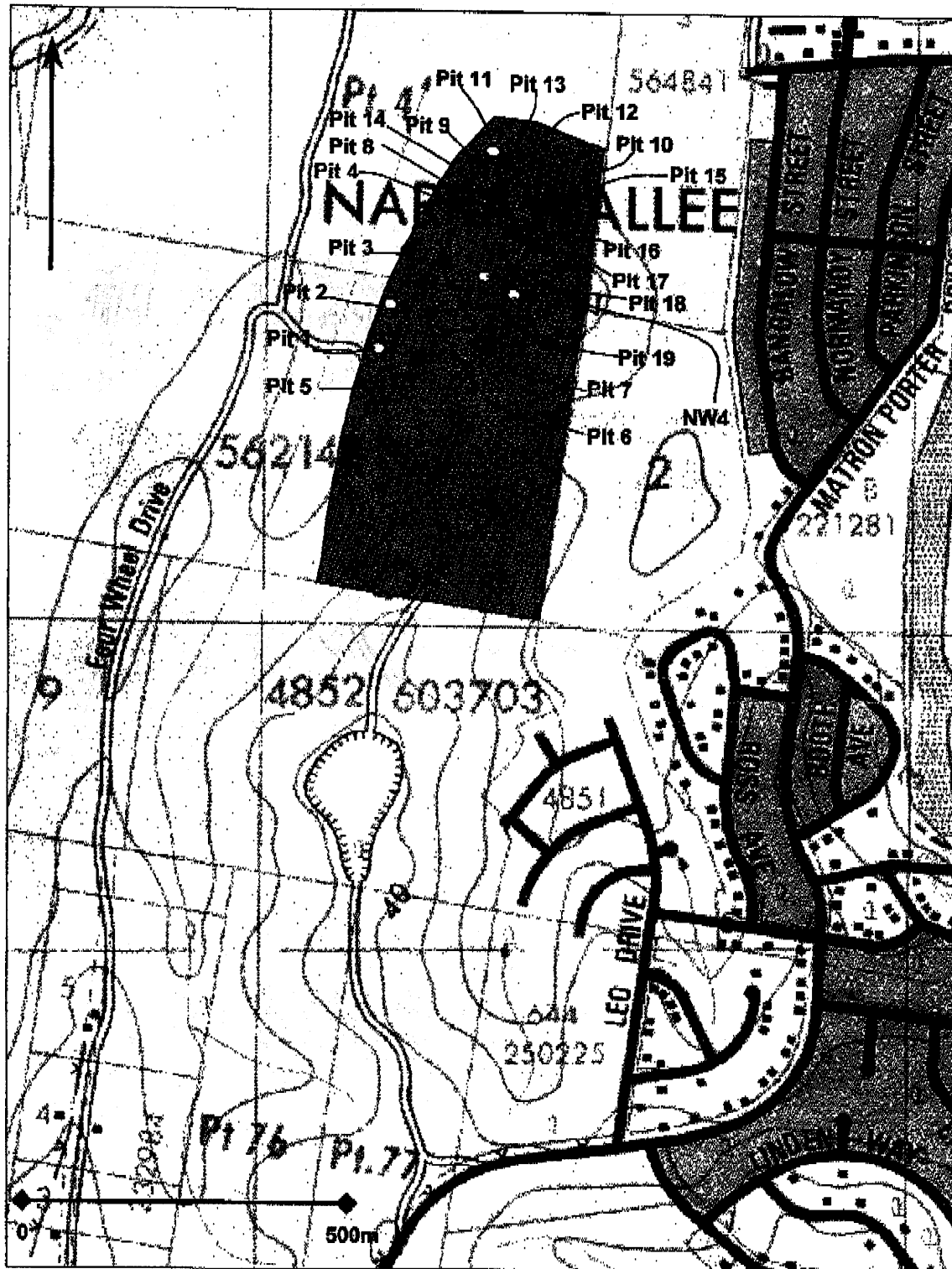


Figure 4 Location of Aboriginal sites and PAD in the study area

Annexure 'B'

ATTACHMENT 2 – MAP SHOWING AREA FOR WHICH CONSENT TO DESTROY IS REQUESTED



GENERAL TERMS AND CONDITIONS

1. Permits and Consents are not transferable.
2. A Permit covers only that area stated in the Permit
3. A Consent covers only that area stated in the instrument of Consent and in any Schedules thereto.
4. Permits may be revoked at any time at the discretion of the Director-General.
5. Terms and conditions of Permits may be varied at any time at the discretion of the Director-General.
6. The Person to whom the Permit is issued or the Consent granted shall be responsible for the manner in which the work covered by the Permit or Consent is performed.
7. An officer of the Department of Environment and Conservation, acting on the authority of the Director-General, may at any time examine work done or any objects recovered under any Permit or Consent.
8. Permits and Consents are necessary for all activities for which they are issued or granted, but do not in themselves give authority to enter or work on freehold land or leased Crown Land. Permission must be sought from the owner or occupier and arrangements made with him/her.
9. The holder of the Permit or Consent shall furnish, when required to do so, an undertaking to indemnify the Department of Environment and Conservation against all actions, suits, claims and demands of whatsoever nature and all costs, charges and expenses in respect of any accident or injury to any person or property which may arise solely out of the existence of any works associated with the Permit or Consent.
10. All reports received in connection with work carried out under a Permit or Consent shall be treated as confidential but the Department of Environment and Conservation shall have the right to copy all such reports, to allow consideration thereof by qualified referees.
11. For a period of five years from the date of issue of the Permit or Consent, the holder of the Permit or Consent may refuse to allow the Department of Environment and Conservation and The Australian Museum, if such information is held by those institutions, to make public any information contained in any report referred to in Condition 10 above, except where it is deemed necessary for



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management, protection or research reasons. After this period of five years from the date of issue of the Permit or Consent, the Department and The Australian Museum shall have the right to use and authorise the use of information contained in all reports submitted under the Permit or Consent, except where specifically requested by the holder of the Permit or Consent.

12. Upon publication of any information relating to work done under a Permit or Consent, a copy of such publication(s) shall be forwarded to the Department of Environment and Conservation, The Australian Museum, Sydney, and the Australian Institute of Aboriginal and Torres Strait Islander Studies, Canberra, unless permission to do otherwise has been obtained from the Department.
13. The holder of the Permit or Consent shall consult with the local Aboriginal community regarding the work covered by the Permit or Consent and shall respond to any reasonable request to involve the Aboriginal community in the work.
14. The Department of Environment and Conservation and The Australian Museum may supply copies of relevant reports as furnished by the holder of the permit or Consent to local Aboriginal communities. Upon request by the Service, the holder of the Permit or Consent shall supply a summary of his/her findings with photographs, diagrams, etc., as required, to local Aboriginal communities or other interest local groups.
15. The holder of the Permit or Consent shall keep field records and a copy of all such records shall be lodged with the Department of Environment and Conservation at the termination of each field work period. A copy of all field records shall be lodged with The Australian Museum at the time the archaeological materials are deposited with the Museum.
16. The holder of the Permit or Consent shall notify the local Area office of the National Parks and Wildlife Service (of the Department of Environment and Conservation) at the commencement and completion of fieldwork, and shall supply to Area officers details of field work programs and results if requested.
17. In the event of a Permit being revoked -
 - a) The Person to whom that Permit was issued shall
 - (i) Furnish an undertaking to indemnify the Department of Environment and Conservation against all actions, suits, claims and demands of whatsoever nature, and all costs, charges and expenses in respect of any accident or injury to any person or property which may arise solely out of the existence of any works associated with the Permit;



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- (ii) leave the areas, the subject of that Permit, in a condition satisfactory to the Department of Environment and Conservation within two weeks from the date of revocation of that Permit;
 - (iii) furnish the Department of Environment and Conservation within six months from the date of revocation of the Permit, a full report on the work completed at the date of revocation. Such a report shall include a complete list of any material recovered;
 - (iv) deposit any Aboriginal relics removed during work associated with the Permit, together with a copy of all field records, at The Australian Museum or at another place designated by the Museum, after these relics have been fully examined, or within six months from the date of revocation of that Permit whichever occurs sooner.
- (b) The Department of Environment and Conservation and The Australian Museum shall have the right to use and authorise the use of information collected under the Permit.



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