

## 1. Purpose

To brief the Chief Executive Officer on the due diligence investigation on the Winslade property adjacent to Cotter Road at the Western edge of Stromlo District.

## 2. Background

This paper reports on the desk-top due diligence investigation on the Winslade property. **Attachment A** provides a map of the property overlaid on the aerial photography base. It should be noted that only brief site access was available to the lease for preliminary site inspection work so verification and on-site assessments have not been undertaken at this stage.

The paper draws together material from:

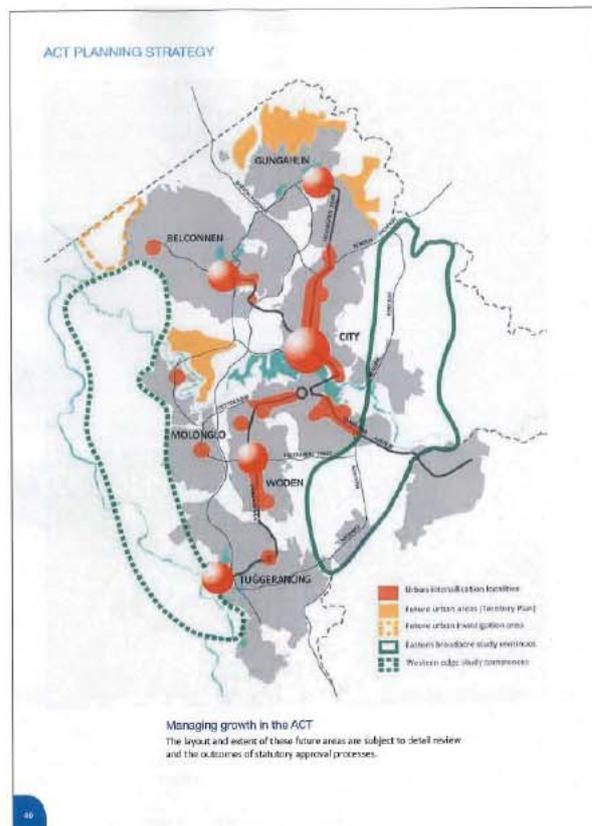
- An initial assessment of the potential risks or constraints from aerial photography, and brief site visit.
- a corporate knowledge of due diligence investigations by the Development Ready (Estates) unit for LDA land releases

As part of this study an estimate of potential dwelling yield for Winslade will be provided and the cost of necessary assessments and remediation will also be included.

## 3. Planning Context

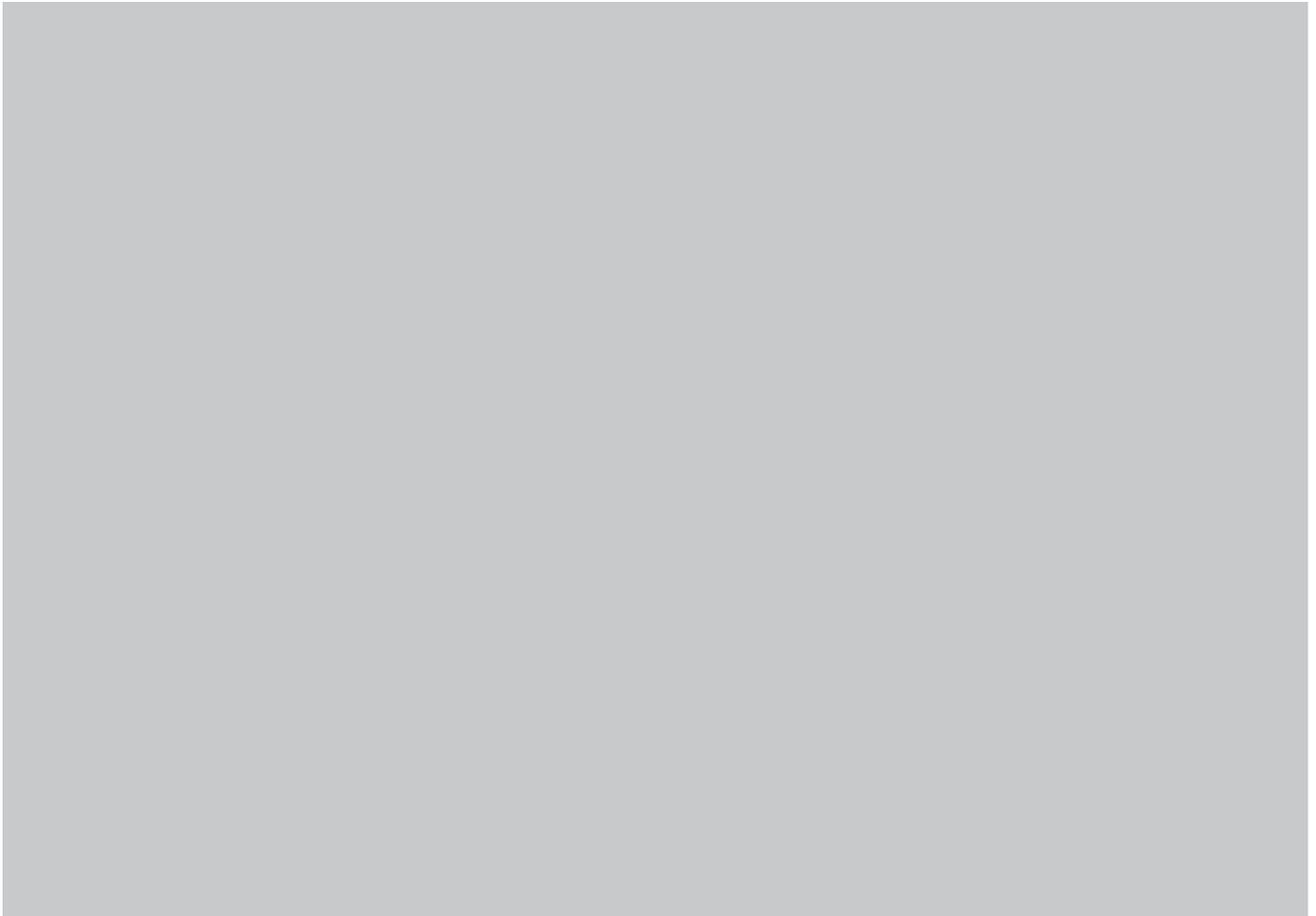
In the ACT Planning Strategy 2012 there is a clear indication of where the main areas of growth should be located. **Figure 2** from the Strategy (shown right) indicates those areas where investigations should focus between 2012 and towards the end of the Strategy.

The areas identified include the remainder of Gungahlin (now well advanced), Molonglo Stage 3 (in the Land Release Program for first release in 2018-2019), West Belconnen (planning well advanced), the Eastern Broadacre Area (EPBC Strategic Assessment in process), and the Western Edge Study extending from the southern edge of Belconnen down the western side of Molonglo and Tuggeranong. This latter area includes the Central Precinct of Molonglo as well as the property of Winslade. The southern part of the Western Edge Study includes West Murrumbidgee which was the subject of detailed planning in the mid seventies by the former National Capital Development Commission (NCDC).



Winslade also correlates well to other land purchases in the same region by the LDA. Lands End in Central Precinct of Molonglo, Huntly, Fairvale and Block 19 Stromlo all to the west of Weston Creek also fall in the Western Edge Study area identified in the ACT Planning Strategy. Further properties in this area are likely to become available over the next 5 or 10 years which provides Government with development opportunities that until now have not been considered.

As the Planning Strategy points out, short and longer term actions are critical to achieving current policy or to initiating more substantial, long lasting change opportunities.



The potential purchase of Winslade is considered a beneficial strategic acquisition in securing land ahead of time in and adjacent to the other already identified precincts in Stromlo. In the meantime the property would be maintained as a commercial operation until a variation to the Territory Plan was supported for future urban development.

#### **4. Issues**

##### **Due Diligence**

A desktop due diligence study is being conducted by the Development Ready (Estates) unit of LDA on Winslade to inform Executive in arriving at a decision regarding its suitability for strategic acquisition and future inclusion in the Land Release Programs in an appropriate time frame.

The desktop due diligence study considered a range of opportunities and constraint parameters including the following:

- 1. Lease parcels and operational history*
- 2. Land custodianship*
- 3. Existing constraints including the bulk water supply main from Stromlo*
- 4. Current servicing infrastructure*
- 5. Possible site contamination*

6. Possible Aboriginal and European heritage constraints (but not natural heritage)
7. Possible bushfire impacts
8. Major infrastructure concept plans for water supply, sewer, storm water and electricity
9. Possible tree / ecological constraints
10. Arterial road options and land uses
11. Topographic Survey
12. Environmental clearances
13. National Capital Plan
14. Territory Plan
15. Likely Development Scenario

Each is discussed in detail below. Recommendations are made in each parameter regarding the need to carry out assessments and the likely cost to achieve the desired outcome for residential development. The final parameter of *Likely Development Scenario* will provide an estimate of dwelling yield and will make some assumptions about dealing with the opportunities and constraints discussed.

#### **4.1. Lease Parcels and Operational History**

Winslade comprises of six (6) rural blocks with a total area of approximately 486 hectares held under a 99 year rural lease with considerable time to run by [REDACTED] ('the lessee'). The lease runs to 2101. The lease permits the use of Winslade principally for agriculture and the property has primarily operated as a Cattle farm. **Attachment B** sets out the lease components.

The lease commenced in 2002 and is over Blocks 435, 439, 440, 441, 456 and 476 District of Stromlo.

It should be noted that the existing boundary fencing does not necessarily coincide with the lease boundary. It is recommended that the lease will need a boundary survey to identify correct boundaries.

##### ***Recommendation***

*A lease boundary survey should be undertaken to identify correct boundary location.*

##### ***Estimated Cost***

*The estimated cost for a boundary survey is \$15,000 including GST which should also cover the preparation of a Deposited Plan and Plan registration.*

#### **4.2. Land Custodianship**

Winslade is currently under rural lease to [REDACTED] (see **Attachment B**). Stromlo forest park is immediately to the east of Winslade is currently managed by Sport and Recreation and the contact officer is Rod Florence. The land to the west is river corridor under TAMS land custodianship and contact officer is Darren Rosso. The land to the north is a LDA property known as Huntly and the contact officer is Dave Richardson.

##### ***Recommendation***

*If the decision is made to proceed to purchase the Winslade lease, then land custodianship should be held by LDA as the lease is to be considered for addition to the Land Release Program in the future. This would allow for due diligence assessments recommended below to be undertaken and relevant clearances to be obtained prior to commencing urban development.*

*Winslade being directly adjacent to Huntly may make this property attractive to be added to Huntly's Land Management contract.*

#### **4.3. Existing Constraints including the Bulk Water Supply Main from Stromlo**

The Land within Winslade zoned Rural and Hills Ridges and Buffer is predominantly 10% or less slope (58%) and only 2% of the Block is above 20% slope. See **Attachment C**.

#### **4.4. Current Servicing Infrastructure**

##### ***Water Supply – Attachment E***

The Cotter to Stromlo bulk water main cuts through Block 470. While there are scours for cleaning the water main along the length of the interface, there is no potable water supply from the main. A further water main travels through Block 441, 439 and 435 and heads through Stromlo Forest Park towards the Mount Stromlo Water Treatment Plant. It appears that the residences do not have mains (potable) water supply.

Water licenses have not been investigated.

##### ***Sewer***

Winslade homesteads and possibly other outbuildings appear to be serviced by septic tanks or equivalent.

##### ***Electricity – Attachment E***

Electricity appears to be provided to the residences from an overhead low voltage power supply running through Block 476.

There is 11kv power line mounted on poles generally along the southern boundary of Block 456.

There is also an existing 132kV power line mounted on steel lattice towers running north south on the eastern side of Block 456 within a 60m wide easement granted in August 2015 to TRANSGRD. This easement was then transferred to NSW Electricity Works Operations PTY LTD in December 2016.

##### ***Gas***

It is doubtful that piped gas is available to Winslade lease. It is more likely to have a bottled gas supply.

##### ***Communications***

It is assumed that telephone services are available to the residences.

##### ***Recommendation***

*An assessment of the existing infrastructure services would need to be undertaken to verify the location of services and their capacities.*

##### ***Estimated Costs***

*A review of existing infrastructure services and their capacities is estimated to cost \$30,000 including GST.*

#### **4.5 Possible Site Contamination**

Generally, contamination is not a major show-stopper when it comes to residential development and there are no cases in the ACT where the LDA has had to modify development outcomes. All sites have been successfully remediated and certified suitable for residential use. Protocols are in place to deal with any unexpected contamination found during construction.

Proper testing, remediation, monitoring and Environment Protection Unit signoff is all required before development occurs with auditing where necessary. This is normal procedure and it should only take time and reasonable budget expenditure to overcome rural contamination. More concentrated contamination hotspots such as the Asbestos find at the Weston Creek Pond are not associated with rural operations.

Possible contamination areas of interest include existing dams and ponds, erosion contour banks, gully erosion, farm buildings including the homestead and miscellaneous outbuildings. Normal rural operations would also have fuel and chemical storage, machinery maintenance facilities, disposal pit and possibly a sheep-dip as other potential contamination hotspots.



There are approximately 21 dams or ponds on the total lease (Refer Attachment F). The majority of these dams or ponds appear to be small and could be areas of natural water pondage or could be a dam with little construction. Associated with these features are contour banks. These would be associated with normal farm runoff management.

It would be expected that the dams and ponds may collect residual silts from runoff and possible minor contamination from the use of pesticides and other agricultural applications such as pasture improvement during normal farm operations.

Also evident are numerous overland flow paths that may have possible erosion but the extent of the impact does not appear to be significant from examination of aerial photography. Note however that rural practices in the past has seen dumping of uncontrolled fill and even general farm waste including Asbestos and old machinery in an effort to try and prevent active erosion from continuing.

Normally a sheep dip would be associated with rural properties especially where a shearing shed or stock yards are constructed. Winstead has a shearing shed and sheep and cattle yards. A sheep dip is not evident from an examination of the aerial photograph. However, one may be present.

There is an array of pits located in the centre of block 435 with an approximate surface area of 2500m<sup>2</sup>. Farm dumps and animal pits are common occurrences on leases in the ACT. Farm dumps can contain household garbage, old machinery, fencing, Asbestos, chemical drums and other poisons. Animal pits can contain dead animals such as sheep, cattle, kangaroos etc. In both cases it would be expected that the dumps and pits would require proper contamination assessment and full remediation before being suitable for residential land use.



Aerial photography and the site visit revealed a number of silage pits used for the storage of fodder. These are a common occurrence and drought proof the property without the need for storage sheds, silos or purchasing fodder in times of drought.



The property has formed tracks which may contain imported materials especially where they cross depressions or overland flow paths.



Given the age of the original homestead and structures, it would be expected that products containing Asbestos may have been used in these constructions both in sheet form and possible lagging of pipes. Removal of Asbestos is expected to be required to retain the use of these buildings in the future urban area.

A new residence was constructed post 2012 which should not contain any Asbestos.

Other features observed on the aerial photography included:

- Small unidentifiable structures in several paddocks that could be old machinery, stock feeders etc.
- Previous cropping history is also visible using aerial photography.
- Numerous planted windbreaks throughout the property.

### **Recommendations**

*A formal search of the Contaminated Land Register must be undertaken to identify any registered contaminated sites. This will be a required action in any contamination assessment.*

*Further, depending on the contamination found, the services of an accredited site auditor may be required during assessments and remediation processes.*

*The series of assessments required would include:*

- *Phase 1 Assessment – this is the initial assessment undertaken on any site.*
- *Phase 2 Assessment – this picks up from the outcomes of the Phase 1 study and further tests any recommended AECs. At this stage the need for an accredited auditor to be engaged to monitor and audit further work to the satisfaction of the EPU is identified. An SAQP can be done as a Phase 2 assessment. Following this a RAP is prepared to allow for remediation of AECs.*
- *Phase 3 or Remediation Assessment – remediates the AECs to required standards (usually for residential development).*

### **Estimated Costs**

- *Phase 1 Assessment – estimate \$50,000 including GST*
- *Phase 2 Assessment (or SAQP) – estimate \$300,000 including GST assuming site auditor required*
- *Phase 3 Assessment – estimate \$1,000,000 including GST based on possible sheep dip and asbestos finds*

## **4.6. Possible Aboriginal & European Heritage Constraints**

Within Block 456 records indicate (1) Aboriginal artefact scatter (7/9 9H1) of at least 2 stone artefacts located on a forest track. Recorded by Bulbeck & Boot 1990.

### **Recommendations**

*A full process of assessments for Aboriginal and European heritage artefacts will need to be undertaken across the site.*

*The assessments involve firstly a desktop study including Heritage Register checks and walkover for discovery of likely areas of interest (Stage 1). Stage 2 involves on-site test pitting and recovery of artefacts and signoff by the Heritage Council. Time to complete is usually an issue.*

### **Estimated Costs**

- *Stage 1 Assessment – estimate \$50,000 including GST*
- *Stage 2 Assessment – estimate \$300,000 including GST*

*(Note that 4 RAOs (Registered Aboriginal Organisations) are invited to participate in the studies and managed by the consultant. Over 50% of the above costs go to the RAOs for their participation.)*

## **4.7. Possible Bushfire Impacts**

Saturday 18 January 2003 was the day of the significant bushfire that struck the Stromlo and Molonglo Valleys from the west coming out of the Brindabella's at great speed and travelled up the valley into the developed areas of Duffy, Chapman, Holder and Kambah destroying a total of around 500 dwellings. That event has been called a "firestorm" and was accompanied by strong winds.

Ember attack was responsible for a large number of houses lost and was thought to be driven by the presence of mature pine forests to the north west of the impact area immediately adjacent to the developed area. The events of 2003 in the ACT and significant fires in other States around that time saw the revision and strengthening of bushfire risk assessments in the ACT.

#### **Recommendation**

*A Preliminary bushfire risk assessment be undertaken against the likely scenario for development to guide further planning and design. In the interim a Farmwise Fire Plan be developed and the property managed in accordance with whilst a Rural Property.*

#### **Estimated Costs**

*Estimated cost is \$25,000 including GST.*

### **4.8. Major Infrastructure Concept Plans for Water Supply, Sewer, Storm Water and Electricity**

#### **Water Supply**

No studies have been undertaken to date.

The Property falls from 640m AHD down to 500m AHD adjacent to the river corridor. There looks to be opportunity to locate a reservoir in block 435 or in the adjacent Stromlo Forest Park at around the 640m contour.

#### **Sewer**

No studies have been undertaken to date.

#### **Storm Water**

No studies have been undertaken to date.

Careful consideration of Stormwater and WSUD will be needed as the property is up slope of Stony Creek Nature Reserve. All WSUD may be required to be undertaken outside of the nature reserve.

#### **Electricity**

No studies have been undertaken to date.

At the present time a 132kV power line runs north-south through the eastern edge of the property (refer **Attachment E**). Due to the location of this alignment, it is unlikely that options to relocate these powerlines will need to be considered. The length of relocation would be 635m and the gain to the developable area would only be 1.5ha. This could provide opportunity to collocate a Zone Substation to service Stromlo within this 1.5ha area.

Lower voltage 11kV lines should be available as normal from the nearest zone substation. Usually within urban areas these lines are undergrounded wherever possible and practical to minimise visual and residential amenity impacts. Low voltage power to each individual house would be by normal underground reticulation as normal in new estates.

#### **Recommendations**

*Discussion with the various service providers is required during early structure planning to ensure capital works, easements and other access requirements can be finalised with certainty. Timing for substation or any relocation or upgrading of 132kV power lines needs to be carefully considered in the planning stage.*

#### **Estimated Costs**

*The estimated cost for Preliminary services Masterplan is \$250,000 including GST.*

#### 4.9. Possible Tree / Ecological Constraints

From aerial photography tree coverage is scattered throughout the Winslade lease, with higher densities to the southern and eastern part of the lease (block 456) thinning out towards the north.

There appears to be a majority of native species of trees. Around the original homestead there appears to be a combination of deciduous and other evergreen trees but these are hard to identify from the aerial.

Further, there are a number of windbreak plantings throughout the property generally in a north-south orientation.

Block 435 which is part of this lease appears to be heavily timbered similar if not denser than the adjacent Stromlo Forest Park.

It appears from the aerial photography that between 2012 and 2015 there has been a significant amount of weed spraying adjacent to the river corridor. This is more than likely blackberry which has a history to spread out of the Murrumbidgee River Corridor.



##### **Recommendation**

*A tree survey and assessment will be required closer to land development and should cover all Blocks in the property. This will provide an up to date aboriginal assessment of regulated and other trees.*

##### **Estimated Cost**

*A tree survey and assessment is estimated to cost \$70,000 including GST.*

#### 4.10. Arterial Road Options and Land Uses

No studies have been undertaken to date.

##### **Recommendation**

*The LDA work closely with EDD to ensure the best possible fit for any arterial roads, adjacent land uses and playing fields given the constraints and impacts on residential development and housing affordability.*

*Support the need for a fine grained geotechnical study across Stromlo to better understand the underlying geology and its engineering and development constraints.*

##### **Estimated Cost**

*A preliminary Geotechnical Investigation is estimated to cost \$100,000 including GST.*

#### 4.11. Topographic Survey

Recently the ACT Government has commissioned a LiDAR Project for the whole of the ACT. This property has been captured at 4points per metre. This will be adequate for all master planning work and preliminary due diligence investigations.

A full topographic land survey needs to be undertaken across property. This is required for the preparation later of EDPs and subsequent detail design. It also locates all above ground structures including the location of all trees to allow the tree survey and assessment to be undertaken.

##### **Recommendation**

*A full topographic land survey should be undertaken of the property closer to land development. This may include alternate technology including drone aerial surveys to possibly reduce cost with a similar relative accuracy.*

##### **Estimated Costs**

*The estimated cost for a topographic land survey is \$300,000 including GST.*

#### 4.12. Environmental Clearances

Checking the known ecological constraints on ACTMAPi it appears that there is a location in the north of block 456 that may contain the threatened plant Pale Pomaderris. There also appears to be a small amount of ACT listed BGWL within Block 456 adjacent to the river corridor. The land within Stromlo Forest Park adjacent to block 435 is mapped EPBC listed BGWL, there is a possibility that the woodland within 435 is a continuation of that community and currently unmapped.

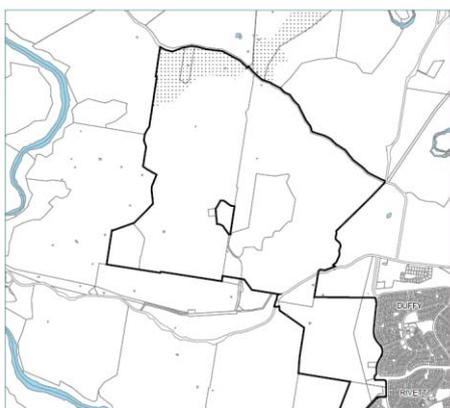
The remainder of block 456 looks significantly pasture improved and unlikely to meet the listing requirements for BGWL.

##### **Recommendation**

*A preliminary vegetation assessment should be undertaken to establish a baseline as soon as practical.*

##### **Estimated Cost**

*A preliminary vegetation assessment is estimated to cost \$25,000 including GST.*



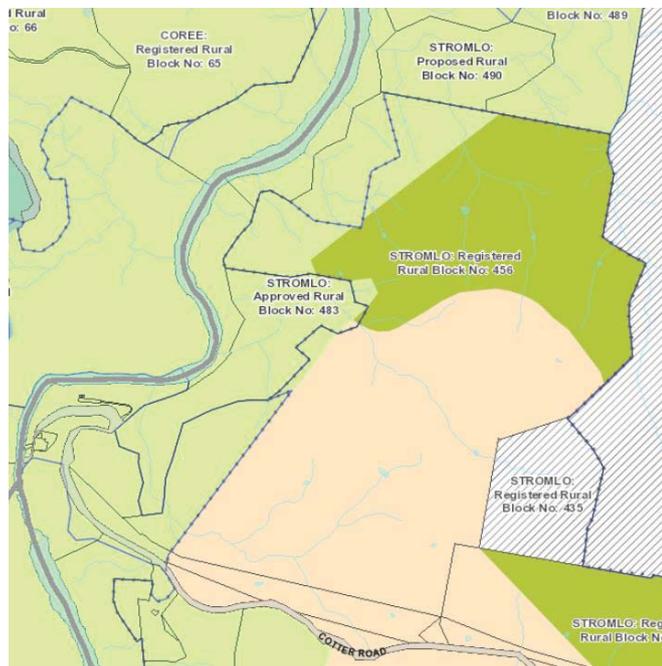
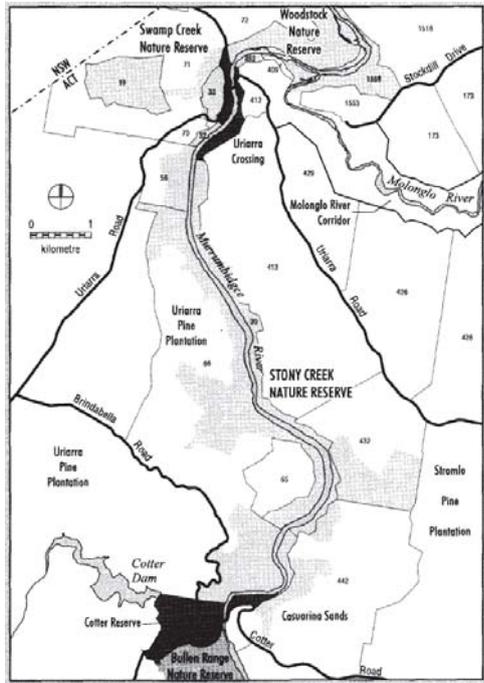
#### 4.13. National Capital Plan

Block 435 on the eastern side of the property is part of the Designated Area (the Inner Hills) of the National Capital Plan and particular design and siting conditions apply to ensure the maintenance and enhancement of the character of the national capital is maintained.

Therefore the available area for possible development of Block 435 as part of future development is unknown and has not been included in the developable area calculations.

#### 4.14. Territory Plan

The Territory Plan zones the majority of the blocks within Winslade as Non-Urban Rural with the north of the property as Non-Urban Hills, Ridges and Buffer. The Western part of the property is zoned Non-Urban River Corridor with a proportion of this lease inside the Stony Creek Nature Reserve.



Specific management objectives for the Stony Creek Nature Reserve are:

- to provide continuity of management for river bank communities between Uriarra Crossing and Casuarina Sands;
- to maintain a corridor for the movement of native fauna, and for recreational access between the Uriarra and Stromlo areas; and
- to improve access for management activities.

LDA could undertake the necessary planning investigation, prepare a master plan for the whole of Stromlo and prepare an EDP for the initial release area. Based on the timelines of past and current projects, this process could commence when required.

Proposed Process	Estimated Completion Date
Planning investigations	6 Months
Prepare Urban Development Framework	6 Months
Prepare Structure Plan and Environmental Approvals	2 years
Prepare Masterplan	12 Months
Prepare EDP	12 Months

#### Recommendation

*It is recommended that LDA undertake a planning report for all of Stromlo that may lead to a Structure plan for the Stromlo Valley. At some stage in the future a variation to the Territory Plan should be undertaken to reflect the intent of future land releases and capital infrastructure works.*

#### Estimated Costs

*A planning report for Stromlo is estimated to cost \$100,000 including GST.*

*An Urban Development Framework that may inform the Structure Plan of Stromlo is estimated to cost \$250,000 including GST.*

#### 4.15. Likely Development Scenario / Potential Land Return

As discussed in the document 98% of the land in Winslade is less than 20% slope which is optimal for urban development (**Attachment D**). The land is severely modified from past agricultural use so is unlikely to have significant environmental value. Core connections between Stony Creek Nature Reserve and Stromlo Forest Park could be incorporated into the future development.

Term: 99 Years

Ownership: ACT Government, LDA custodianship

Size: 486ha

Developable Area: 291ha (60%)

Dwellings: [REDACTED]

Raw Rural Land Value: \$4M

Raw Residential Land Value: [REDACTED]

Gross Realisation: [REDACTED]

\*Assumptions:

- Low density dwellings at approx [REDACTED]
- Land sales at an average of [REDACTED] per medium sized block.
- Raw residential land value calculated at [REDACTED] per dwelling.
- Development coverage applied at approx 60% of total area.

By acquiring this block now, the Territory is able to capture the uplift in land value before rezoning from rural to residential, as well as unlocking greater development opportunities with the surrounding blocks.

#### Recommendation

That the Executive note the due diligence report for information.

Daniel Santosuosso  
Infrastructure Officer  
Development Ready (Estates)

15 April 2016

## **ATTACHMENTS**

Attachment A – Site Location Plan

Attachment B – Lease

Attachment C – Surface Slope Analysis

Attachment D – Potential Land Use Plan

Attachment E – Existing Infrastructure Services Plan



Date	8 June, 2017	TRIM No:	
		File No:	
To	Acting Chief Executive Officer, Land Development Agency		
	• Chief Financial Officer, Land Development Agency		
From	Tom Gordon, Executive Director, Greenfield		
Subject	LDA Purchase of Blocks 435, 439, 440, 441, 456 and 476 Stromlo from [REDACTED]		

### Critical date and reason

1. To seek agreement to execute the exchange of contracts and subsequent purchase of Blocks 435, 439, 440, 441, 456, 476 Stromlo known as the property 'Winslade' prior to the end of June 2017.

### Background

2. The LDA Board agreed to the strategic acquisition of Winslade at the LDA Board meeting in June 2016.
3. Consequently the LDA prepared and submitted a final Business Case to Treasury for consideration to purchase Winslade on 17 March 2017 in accordance with the *Planning and Development (Land Acquisition Policy Framework) Direction 2014 (No 1)* (the Framework). The Framework came into effect on 20 June 2014.
4. On 1<sup>st</sup> of May 2017 the Under Treasurer and the Chief Minister agreed to the strategic acquisition of Winslade.
5. Winslade consists of approximately 486ha of rural land south of Huntly between Uriarra and Cotter Roads to the west of Stromlo Forest Park. It is within the area identified in the ACT Planning Strategy 2012 as the Western Edge Study area.

### Issues

6. The current lessee approached the LDA for the direct sale of the property and negotiations reached an agreement of a purchase price of \$7.5 million GST free. The property is strategically located for future development subject to Government direction and timing.
7. A deposit of \$0.75 million is required on exchange of contracts expected on or before 9 June 2017.



9. The seller has requested settlement of \$6.75 million before 30 June 2017.

**Consultation**

10. The LDA consulted the LDA Board, the ACT Government Solicitor, the Under Treasurer, CMTEDD and the Chief Minister as well as the current lessee. All were supportive to the purchase proceeding.

**Financial**

- 11. A deposit of \$0.75 million is required on exchange of contracts expected on or before 9 June 2017.
- 12. The seller has requested settlement of \$6.75 million before 30 June 2017.

**Risks/Sensitivities**

13. Nil.

**Media**

14. Once the purchase is released in the LDA Annual Report it may generate media coverage similar to other rural properties purchased by the LDA. At this stage no media release is proposed.

**Recommendations**

That you:

- Agree to the exchange of contracts and subsequent purchase of Blocks 435, 439, 440, 441, 456 and 476 Stromlo known as the property Winslade;

*Neil Bulless* ..... //  
**AGREED/NOT AGREED/NOTED/PLEASE DISCUSS**

- Agree to a deposit payment of \$0.75 million on exchange of contracts; and

*Neil Bulless* ..... //

**AGREED/NOT AGREED/NOTED/PLEASE DISCUSS**

- Agree to the settlement payment of \$6.75 million before 30 June 2017.

**Neil Bulless..... / /**

**AGREED/NOT AGREED/NOTED/PLEASE DISCUSS**

Tom Gordon  
Executive Director  
Greenfield

Action Officer: Dave Richardson  
Branch: Development Ready (Estates) Unit  
Phone: 75616  
Attachment: Commercial Contract For Sale.

**From:** Daniel  
**To:** [Santosuosso, Daniel](#)  
**Subject:** Message from "470NBAB01L07P05"  
**Date:** Monday, 26 June 2017 10:29:38 AM  
**Attachments:** [20170626112615018.pdf](#)

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Date 16 June, 2017 TRIM No:  
File No:  
To Acting Chief Executive Officer, Land Development Agency  
From Tom Gordon, Executive Director, Greenfield [REDACTED]  
Subject LDA Purchase of Blocks 435, 439, 440, 441, 456 and 476 Stromlo from  
[REDACTED]

### Critical date and reason

1. To sign the Transfer, Sublease and letter to ACTPLA regarding consent to transfer as prepared by ACT GSO for the purchase of Blocks 435, 439, 440, 441, 456, 476 Stromlo known as the property 'Winslade' prior to the end of June 2017.

### Background

2. The LDA Board agreed to the strategic acquisition of Winslade at the LDA Board meeting in June 2016.
3. Consequently the LDA prepared and submitted a final Business Case to Treasury for consideration to purchase Winslade on 17 March 2017 in accordance with the *Planning and Development (Land Acquisition Policy Framework) Direction 2014 (No 1)* (the Framework). The Framework came into effect on 20 June 2014.
4. On 1<sup>st</sup> of May 2017 the Under Treasurer and the Chief Minister agreed to the strategic acquisition of Winslade.

### Issues

5. The current lessee approached the LDA for the direct sale of the property and negotiations reached an agreement of a purchase price of \$7.5 million GST free.
6. A deposit of \$0.75 million has been paid on exchange of contracts.
7. The seller has requested settlement of \$6.75 million before 30 June 2017.
8. The LDA exchanged contracts on 13 June 2017.

### Consultation

9. The LDA consulted the LDA Board, the ACT Government Solicitor, the Under Treasurer, CMTEDD and the Chief Minister as well as the current lessee. All were supportive to the purchase proceeding.

### Financial

10. You recently approved the expenditure necessary to complete the exchange and settlement transactions.

## Risks/ Sensitivities

11. Nil.

## Media

12. Once the purchase is released in the LDA Annual Report it may generate media coverage similar to other rural properties purchased by the LDA. At this stage no media release is proposed.

## Recommendations

That you:

- Sign the Transfer, Sublease and letter to ACTPLA regarding consent to transfer for the purchase of Blocks 435, 439, 440, 441, 456 and 476 Stromlo known as the property Winslade;

Neil Bulless .....

AGREED/NOT AGREED/NOTED/PLEASE DISCUSS

16/6/17

Tom Gordon  
Executive Director  
Greenfield

Action Officer: Dave Richardson  
Branch: Development Ready (Estates) Unit  
Phone: 75616

Attachments:  
Letter to EPSDD  
Transfer  
Sublease

**From:** Daniel  
**To:** [Santosuosso, Daniel](#)  
**Subject:** Message from "470NBAB01L07P05"  
**Date:** Monday, 26 June 2017 10:29:19 AM  
**Attachments:** [20170626112556705.pdf](#)

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Queries to: 470NBAB01L07P05@act.gov.au



**ACT**  
Government

Economic Development



Land  
Development  
Agency

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Web: [lda.act.gov.au](http://lda.act.gov.au)

Ms Maggie Stephenson  
Leasing Officer  
Environment, Planning and Sustainable Development Directorate  
Dame Pattie Menzies House  
Level 1 South  
16 Challis Street Dickson ACT 2602

Dear Ms Stephenson

**Land Development Agency (LDA) Purchase of Blocks 435, 439, 440, 441,  
456 and 476 Stromlo (Land) from [REDACTED] Seller)**

I refer to the Crown lease over the above blocks purchased by the Land Development Agency from [REDACTED] under the Contract for Sale dated 13 June 2017.

The Land Development Agency requests the consent of the Territory and the Planning and Land Authority to the transfer of the Crown lease and the sublease of the Land, as required by Clause 3(b)(iii) of the Crown lease (enclosed).

As the Crown lease is a rural lease, I, as the authorised delegate for the Land Development Agency, undertake it will enter into a Land Management Agreement within the meaning of the *Planning and Development Act 2007*, within six months of registration of the transfer of the Crown lease being registered unless it is surrendered beforehand.

Please provide your consent, on behalf of the Territory and the Planning and Land Authority, by:

1. endorsing Form 52 – Transfer, under the "ACTPLA – Minister's/ Delegate's consent" section; and
2. endorsing Form 72 – Sublease.

Please provide your written consent as soon as convenient, so that the Land Development Agency may attend to registration.

Should you have any questions please do not hesitate to contact our office.

Yours sincerely

[REDACTED]  
Neil Bulless  
A/G Chief Executive Officer  
Land Development Agency

16 June 2017



**ACT**  
Government

# SUBLEASE

**Date**

\_\_\_\_\_ 2016

**Parties**

**LAND DEVELOPMENT AGENCY**

**[INSERT FULL NAME OF LESSEE  
INCLUDING ACN IF COMPANY OR  
ABN]**

**BLOCKS [412435](#), [413439](#), [487440](#), [426  
441, 456](#) & [489-476](#) STROMLO**

**Prepared by**

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**Version**

Draft: 8 May 2017

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**PARTIES:** **LAND DEVELOPMENT AGENCY**, an agency established by section 31 of the *Planning and Development Act 2007* (ACT) (**Lessor**).

**[INSERT FULL NAME, INCLUDING ACN OR ABN FOR A COMPANY OR ABN FOR OTHER ORGANISATION AND CHECK IT IS A LEGAL ENTITY]** of [Insert address (of registered office if for a company)] (**Lessee**).

IT IS AGREED by the parties as follows:

## **1. Interpretation**

### **1.1 Definitions**

In this Sublease unless the context otherwise requires:

<b>Building</b>	means any building on the Land located within the Premises.
<b>Bond</b>	means a bond provided by the Lessee in the amount specified in Item 14.
<b>Commencement Date</b>	means the date set out in Item 5.
<b>Condition Report</b>	means the condition report to be prepared by the Lessor and endorsed by the Lessee in accordance with clause 13.2.1.
<b>Conservation Management Plan</b>	means a conservation management plan to be entered into by the Lessor and Heritage ACT in respect of the heritage aspects of the Land and its improvements.
<b>Contact Officer</b>	means, in relation to each party, the representative whose name and contact details are specified in Item 13, or as notified in writing from time to time by one party to the other.
<b>Easement</b>	means the easements that burden the Land as identified in the Crown leases and deposited plans for the Land, together with the easement in gross in favour of the Electricity Transmission Ministerial Holding Corporation that is annexed in Schedule 8.
<b>EPA</b>	means the environmental protection agency established in accordance with the <i>Environment Protection Act 1997</i> (ACT).
<b>General Charges</b>	means those items set out in section 3 of Schedule 2.

<b>Guarantor</b>	means the person or persons identified in Item 15.
<b>Heritage Register Entry</b>	means the entry on the Heritage Register 20148 Aboriginal Places – Stromlo & Kowen Forests attached at Schedule 6.
<b>Insolvency Event</b>	means: <ul style="list-style-type: none"> <li>(a) in respect of a natural person: <ul style="list-style-type: none"> <li>(i) any orders or agreements made in respect of the affairs of the person in accordance with the <i>Bankruptcy Act 1966</i> (Cth); or</li> <li>(ii) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or</li> </ul> </li> <li>(b) in respect of all other entities: <ul style="list-style-type: none"> <li>(i) any of the events listed in section 459C of the <i>Corporations Act 2001</i> (Cth) occur in respect of the entity; or</li> <li>(ii) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the: <ul style="list-style-type: none"> <li>(a) insolvency;</li> <li>(b) winding up; or</li> <li>(c) appointment of a controller (as that term defined in the <i>Corporations Act 2001</i>) in respect of part or all of the assets.</li> </ul> </li> </ul> </li> </ul>
<b>Item</b>	means an item in Schedule 1.
<b>Land</b>	means the land described in Item 2.
<b>Land Management Agreement</b>	means the land management agreement set out in <a href="#">Schedule Seeule</a> 7 or any subsequent land management agreement in respect of the Land entered into by the in accordance with clause 11.
<b>Leases Act</b>	means the <i>Leases (Commercial and Retail) Act 2001</i> (ACT) as amended or varied from time to time.
<b>Lessee</b>	means the person or organisation named in Item 1 and, if

a natural person or persons, their respective executors, administrators and permitted assigns, and if a company or incorporated association, its successors and permitted assigns.

**Lessee's Improvements**

means each of the following, as applicable:

- (1) any improvements including buildings or other structures:
  - (a) constructed or placed in or on the Premises by the Lessee; or
  - (b) constructed or placed in or on the Premises at the Lessee's expense and/or direction;
- (2) any fittings, fixtures or goods erected, installed or placed in or on the Premises by the Lessee including any fencing or devices for heating or cooling or fire prevention; or
- (3) anything in or on the Premises which is not Lessor's Improvements.

**Lessor**

means the Land Development Agency, its successors and assigns.

**Lessor's Improvements**

means each of the following, as applicable:

- (1) the physical structure of the Buildings comprising the Premises supplied by the Lessor, including the roof, walls and ceilings;
- (2) any improvements forming part of the Premises erected at the expense of the Lessor;
- (3) any fittings, fixtures, or goods in or on the Premises erected, installed or placed by the Lessor; or
- (4) any systems installed in the Premises by the Lessor including the septic tank and all water infrastructure from the pump to the head tanks only.

**Option Term**

means a sublease for a further term for the period set out in Item 11.

**Premises**

means the premises described in Item 3.

**Prescribed Insurer**

means an insurer that is authorised by the Australian

Prudential Regulation Authority to conduct new or renewal insurance business in Australia and is rated AA or better by Standard and Poors.

<b>Rent</b>	is the rent per annum in Item 7 as varied from time to time in accordance with this Sublease.
<b>Rent Review Dates</b>	means the dates set out in Item 8(a).
<b>Rules</b>	means the rules attached in Schedule 3.
<b>Schedule</b>	means any schedule forming part of this Sublease.
<b>Service Charges</b>	means those items set out in section 2 of Schedule 2.
<b>Statutory Outgoings</b>	means those items set out in section 1 of Schedule 2.
<b>Sublease</b>	means this agreement and all Schedules and attachments.
<b>Term</b>	means the term specified in Item 4, or if extended under clause 2.2, the initial term and the extended term.
<b>Territory</b>	means: <ol style="list-style-type: none"><li>(1) when used in a geographical sense, the Australian Capital Territory; and</li><li>(2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).</li></ol>
<b>WAE</b>	means a water access entitlement granted personally to an occupier pursuant to section 26 of the <i>Water Resources Act 2007</i> (ACT), being numbers 15, 299 and 327.
<b>Water Licence</b>	means the water licence issued to the Lessor in respect of the Land a copy of which is annexed in Schedule 7.
<b>Withdrawal Area</b>	means the hatched areas identified on the plans attached to the Crown lease for Blocks <del>426-456 and 489</del> Stromlo <del>and Block 413 Stromlo</del> as identified in Schedule 6.

## 1.2 General

In this Sublease, unless a contrary intention is expressed:

- (1) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations, determinations and instruments issued under the legislation;

- (2) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (3) “include” is not to be construed as a word of limitation;
- (4) headings have no effect on the interpretation of the provisions;
- (5) an obligation imposed by this Sublease on more than one person binds them jointly and severally;
- (6) words and expressions importing natural persons include body corporates, associations, government and local authorities and agencies;
- (7) any provisions in a Schedule form part of this Sublease; and
- (8) the parties will not be bound by the standard provisions referred to in section 20(3) of the Leases Act.

## **2. Sublease**

### **2.1 Grant**

From the Commencement Date, the Lessor grants a Sublease over the Premises to the Lessee for the Term, at the Rent on the terms set out in this Sublease.

### **2.2 Holding Over**

2.2.1 If the Lessee continues to occupy the Premises after the expiration of the Term, with the consent of the Lessor, the Lessee:

- (1) is a monthly lessee;
- (2) at the monthly Rent applying at the end of the Term, reviewed annually on the day referred to in Item 8(a) in accordance with the method of review set out in Item 8(b), and calculated in accordance with the formula set out in Schedule 4; and
- (3) occupies the Premises upon the conditions of this Sublease.

2.2.2 The monthly tenancy may be ended by either party giving one month’s written notice to the other and the notice may be given at any time.

## **3. Option to renew**

3.1.1 This clause applies if Item 11 has been completed with an Option Term and the Lessee wishes to take a further sublease of the Premises for that Option Term after the expiry of the Term.

3.1.2 The right to exercise the option under this clause is conditional upon the Lessee:

- (1) punctually paying the Rent and observing the covenants throughout the Term;
- (2) not being in breach of the Sublease at the time of exercise of the option; and
- (3) serving on the Lessor, written notice no more than six months but no less than three months before the date of expiry of the Term.

3.1.3 Subject to clause 3.1.2, the Lessee may, by service of the notice referred to in this clause, accept the offer by the Lessor to grant a renewal of a sublease and the new sublease will issue for the Option Term, at a rental to be reviewed in accordance with the provisions of Schedule 4 and upon terms and conditions then appearing in any standard sublease issued by the Lessor at that time, provided that the new sublease will not include this clause.

## **4. Rent**

### **4.1 Rent**

4.1.1 The Lessee must pay the Rent by equal quarterly instalments in advance from the Commencement Date and thereafter on the first day of each quarter (being 1 July, 1 September, 1 December, and 1 March in each year) for the Term.

4.1.2 If an instalment is for a period of less than one quarter, then that instalment is equal to the amount calculated by dividing the Rent by the number of days in the sublease year in which the period commences and multiplying the result by the number of days in the period.

### **4.2 Review of Rent**

The Rent will be reviewed on the Rent Review Dates in accordance with the corresponding method of rent review in Item 8(b) and in accordance with Schedule 4.

### **4.3 Interest on Overdue Monies**

4.3.1 If the Rent or any other monies payable by the Lessee are not paid by the due date, then the Lessee must pay to the Lessor interest at the rate per annum shown in Item 12 on those monies from the date on which they fall due until the date of payment or recovery.

4.3.2 The Lessor is entitled to recover the interest from the Lessee as if it was Rent in arrears. Nothing in this clause restricts or prejudices any right of the Lessor in respect of the monies due.

## **5. Other Payments**

### **5.1 Statutory Outgoings, Service Charges, General Charges**

5.1.1 The Lessee must promptly pay:

- (1) all charges for gas, electricity, oil and water separately metered or supplied and consumed in or on the Premises and the Land;
- (2) all stock levy charges imposed by the Territory or any other government entity or authority;
- (3) all charges in respect of any telephone or other communication services connected to the Premises and the Land; and
- (4) all other charges for the supply of any service supplied to the Premises and the Land including all charges in connection with the water that benefit the Land.

5.1.2 The Lessee must, within 30 days of receipt of a written request from the Lessor, pay to the Lessor all charges and expenses for Statutory Outgoings, Service Charges and General Charges that are payable by the Lessee as set out in Schedule 2. For convenience, the respective percentage of contributions to be met by each party is specified in Schedule 2. Where there is any discrepancy between the provisions of this clause and Schedule 2, the provisions of Schedule 2 will apply.

## **6. Legal Costs and Disbursements**

### **6.1 Cost of Sublease preparation**

The Lessor and Lessee will each bear their own costs (including legal costs and disbursements) in relation to the negotiation, preparation and execution of this Sublease.

### **6.2 Stamp duty**

The Lessor will pay all stamp duty (if any is payable) assessed with respect to the Sublease.

### **6.3 Lessee's additional costs**

In addition to all costs and expenses for which the Lessee is liable at law or in equity to pay, the Lessee will pay to the Lessor, on demand, the Lessor's reasonable costs and expenses (including reasonable legal costs assessed on a solicitor and client basis and registration fee and taxes, which may be payable):

- (1) for, and incidental to, any variation, surrender or termination of this Sublease;

- (2) in respect of any consent by the Lessor required under this Sublease;
- (3) incurred by or on behalf of the Lessor in consequence of, or arising out of, any default in the due observance or performance of any covenant or obligation on the part of the Lessee;
- (4) incurred by the Lessor in consequence of any request of, or application by, the Lessee; or
- (5) incurred by the Lessor as a result of the exercise, or attempted exercise, of any of the Lessor's rights or powers.

#### **6.4 Registration costs**

If the Lessee requires that the Lessor register this Sublease, it must provide the Lessor with a cheque for the cost of registration of this Sublease when it returns the executed Sublease to the Lessor's solicitor.

### **7. Bond**

#### **7.1 Provision of Bond**

If the Lessor requires payment of a Bond, the Lessee must deliver the Bond to the Lessor on or before the Commencement Date.

#### **7.2 Use of Bond**

The Lessor may use the Bond if the Lessee does not comply with any of its obligations under this Sublease (including any extension or holding over), and the Lessor may have recourse to the Bond without notice to the Lessee.

#### **7.3 Return of bond**

Within 30 days of the expiry of this Sublease (or any holding over, renewal or extension of this Sublease) or the Lessee vacating the Premises, whichever is the later, the Lessor must repay to the Lessee, the Bond (or so much as the Lessor has not previously called upon).

#### **7.4 Bank guarantee**

In substitution for the Bond, the Lessee may elect to provide an unconditional and irrevocable written undertaking by a bank, in favour of the Lessor and containing terms and conditions reasonably required by the Lessor for the same amount and containing an expiry date no earlier than 12 months after the Expiry Date.

#### **7.5 Additional bond or bank guarantee**

If the Lessor has recourse to any amount of the Bond or calls on the bank guarantee, then, no later than seven days after the Lessor gives the Lessee a notice asking for it, the Lessee must deliver to the Lessor an amount equal to the

Bond moneys called upon or a replacement or additional bank guarantee so that the amount guaranteed is equal to the amount of the original Bond or bank guarantee.

## **8. Use of Premises**

### **8.1 Use of Premises**

The Lessee must not use or occupy the Premises except for the use set out in Item 9 or any such other purpose consented to by the Lessor in writing.

### **8.2 Crown lease**

The Lessee must not use the Premises for any purpose other than as permitted by the Crown lease for the Land or any superior lease of the Premises.

### **8.3 No warranty as to suitability**

8.3.1 The Lessee acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Lessor as to the suitability of the Premises, the Building or the Land for any purposes or as to the fittings, finishing, facility and amenities of the Premises, the Building or the Land, except as contained in this Sublease. The Lessee must satisfy itself in respect to the use to which the Premises may be put and acceptance of this Sublease acknowledges full knowledge of any prohibitions or restrictions on the use of the Premises, including any imposed by law.

8.3.2 Where the permitted use of the Premises requires the consent of any authority, the Lessee must obtain that consent at its own expense. The Lessee must keep current the licenses and permits required to carry on its activities from the Premises.

### **8.4 Signs**

The Lessee must not fix or place any sign, notice, advertisement or other thing on any part of the Premises without the consent in writing of the Lessor, such approval not to be unreasonably withheld.

### **8.5 Compliance with laws**

The Lessee must comply, at its expense, with all laws and the requirements of any authority in connection with the Lessee's use or occupation of the Premises.

### **8.6 Keep clean**

The Lessee must:

- (1) keep the Premises and immediate surroundings clean and tidy (including mowing) and free from refuse; and

- (2) allow reasonable access to the Premises by the Lessor and its employees, agents, contractors or invitees to enable it to carry out any obligation required by this Sublease.

## **8.7 Statutory notices**

- 8.7.1 If the Lessee receives a notice from any authority in respect of the Premises, the Lessee must immediately notify the Lessor in writing.
- 8.7.2 The Lessee must comply promptly with all notices received from any authority in respect of the Premises except such notices as would have been given irrespective of the Lessee's use and occupation of the Premises.

## **8.8 Notice of defect**

The Lessee must immediately give notice to the Lessor of any damage to the Premises and any accident affecting water, gas or oil pipes, electrical wiring or any defect in them and any other fittings, fixtures or facilities provided by the Lessor.

## **8.9 Fencing and Stock**

- 8.9.1 The Lessee will maintain and repair all fences and gates erected on the Land in good condition, having regard to their condition at the commencement of this Sublease.
- 8.9.2 The Lessee may, at its own expense, erect and maintain further stockproof fences, in locations agreed with the Lessor. These fences remain the property of the Lessee and may be removed by the Lessee at the expiration or earlier termination of the Sublease at the Lessee's option.
- 8.9.3 The Lessee must properly care for any stock on the Land at the Lessee's own expense and undertake regular inspections of any stock on the Land.
- 8.9.4 The Lessee must remove or dispose of all dead stock and animals from the Land within 24 hours of becoming aware that there is dead stock on the Land in compliance with the *Stock Act 2005 (ACT)* and any other applicable laws or regulations. If the Lessee fails to remove dead stock within the required time the Lessor may direct the removal or disposal of dead stock and the Lessee is to pay to the Lessor any costs the Lessor may incur associated with such action.
- 8.9.5 The Lessee is permitted to agist sheep and cattle on the Land.
- 8.9.6 The Lessee must not, without prior written approval of the Lessor and subject to such terms and conditions as may be imposed in that approval:
  - (1) use the Land for any purpose other than the grazing of stock and growing cash and fodder crops;
  - (2) remove timber or rocks;

- (3) dump rubbish;
  - (4) construct any building; or
  - (5) use chemicals (agricultural or otherwise) on the Land save in accordance with clause 9.
- 8.9.7 The Lessee must pay to the Lessor any costs incurred by the Lessor for action taken in response to any breach of clause 8 by the Lessee.
- 8.9.8 The Lessee must comply with any direction by the Lessor or the Territory as to the maximum number and type of stock to be pastured on the Land within seven days of such direction being given.
- 8.9.9 The Lessee acknowledges that rubbish trenches exist on the Land but they will not be used by the Lessee.
- 8.9.10 The Lessee must:
- (1) use best grazing practice in respect of the Premises and, unless the Lessor approves otherwise, ensure that no paddock is grazed below 70% of ground cover; and
  - (2) provide the Lessor with 6 monthly reports confirming the number of stock on the Premises.
- 8.9.11 If the Lessee fails to remove stock in accordance with a notice, request or direction given under this Sublease the Lessor may issue a breach notice in accordance with clause 19.
- 8.9.12 If the Lessee fails to remove stock upon termination of the Sublease, the Lessor may impound all or any of the Lessee's stock upon the Land in accordance with the *Stock Act 2005* (ACT) or any other legislation controlling the trespass of stock on the Land, as the stock will be trespassing on the Land.
- 8.9.13 The depasturing of stock on the Land shall be done entirely at the risk of the Lessee and neither the Lessor nor the Territory nor their officers, servants or agents shall be liable in any way whatsoever for any loss, damage or injury to person, livestock or other property of the Lessee or any other person.
- 8.9.14 The Lessee must ensure that the grass height on the Land at all time complies with any Farmwise Management Plan and Land Management Agreement that is in place in respect of the Land.
- 8.9.15 At the Lessor's discretion, the Lessee may fertilise the Premises as and when required to maintain and improve the pasture quality of the Premises during the Term.

## **9. Pest & Weed Control and Chemical Use**

- 9.1.1 The Lessee must ensure that the application of agricultural and veterinary chemicals is conducted only by suitably skilled people.
- 9.1.2 The Lessee may use only agricultural and veterinary chemicals registered by the Australian Pesticides and Veterinary Medicines Authority, or for which a permit has been issued by the Australian Pesticides and Veterinary Medicines Authority under the *Agricultural and Veterinary Chemicals Code Act 1994* (Cth) provided such chemicals are used in accordance with directions specified on the label or the aforesaid permit.
- 9.1.3 The Lessee must immediately report to the Lessor any spillage of agricultural and veterinary chemicals that could cause environmental harm.
- 9.1.4 The Lessee must keep records of agricultural and veterinary chemicals applied on the Land and provide copies to the Lessor within 7 days of a request to do so.
- 9.1.5 The Lessee must participate in programs controlling feral animals and notifiable noxious weeds as coordinated or directed by the Territory or the Lessor from time to time during the Term.
- 9.1.6 The Lessee must undertake at its expense all pest culling practices as required under the Land Management Agreement during the Term.

## **10. Disease, Rubbish and Flammable Liquids**

### **10.1 Notifiable Diseases**

- 10.1.1 The Lessee must ensure that the stock being grazed on the Land are free of all notifiable diseases and not subject to any order, notice or declaration that relates to a notifiable disease or subject to any impending order, notice or declaration that relates to a notifiable disease.
- 10.1.2 The Lessee must take all adequate steps to control and eradicate all notifiable diseases in compliance with all legislative requirements of any authority.

### **10.2 Rubbish**

The Lessee will keep the Premises free from rubbish including placing all rubbish and stockpiling. The Lessee will arrange for the regular clearing and regular removal of all rubbish.

### **10.3 Flammable liquids and substances**

- 10.3.1 The Lessee must not store or use chemicals or flammable, volatile or explosive substances on the Premises except for substances used in the normal course of the Lessee's business and must not in any way create any actual or potential fire hazard in the Premises.

10.3.2 If the Lessee stores or uses chemicals or flammable, volatile or explosive substances in the normal course of the Lessee's business, the Lessee must keep those substances in a safe and secure manner consistent with all laws and guidelines of all relevant authorities.

10.3.3 The Lessee must permit the Lessor to enter the Premises at any time to control any actual or potential fire hazard and if the hazard, in the reasonable opinion of the Lessor, results from the use of the Premises by the Lessee, the Lessee must pay to the Lessor immediately on notification, the costs of the Lessor in carrying out that work.

## **11. Land Management Agreement**

11.1.1 The Lessee acknowledges the Land is required to be subject to a Land Management Agreement.

11.1.2 The Lessee must:

- (1) comply at all times and undertake all activities required under any applicable Land Management Agreement in respect of the Land; and
- (2) provide all reasonable assistance and access to allow the Lessor to undertake any inspections it reasonably requires to ensure that the Lessee is complying with the Land Management Agreement.

11.1.3 If the Lessee does not comply with the obligations in 11.1.2, the Lessor may terminate this Sublease in accordance with clause 19.2.

## **12. Alterations**

### **12.1 No alterations without consent**

12.1.1 The Lessee will not, without the prior written consent of the Lessor, erect any improvements or make any alterations or additions to the Lessee's Improvements on the Premises or permit or suffer the same to be made.

12.1.2 The Lessee must, in the course of erecting any improvements or making any alterations or additions:

- (1) comply with the requirements of the Lessor and all relevant authorities (including any heritage requirements);
- (2) obtain all necessary consents and approvals from all relevant authorities (including any heritage requirements); and
- (3) not interfere with the quiet enjoyment of any other users of the Land.

- 12.1.3 Before undertaking any alternations or improvements the Lessee must comply at all times and undertake all activities required by the Heritage Register Entry..
- 12.1.4 The Lessee acknowledges that as at the Commencement Date a Conservation Management Plan has not been entered into. Once a Conservation Management Plan is entered into, the Lessor must provide a copy to the Lessee and the Lessee must comply with the Conservation Management Plan in so far as it relates to the Lessee's occupation of the Premises and this Sublease.
- 12.1.5 The Lessor, in its absolute discretion, may refuse to consent to the erection of improvements or the making of alterations or additions.

## **13. Repairs, Maintenance and Replacement**

### **13.1 Inconsistency**

Where there is an inconsistency between this clause and Schedule 2, Schedule 2 will prevail.

### **13.2 Acknowledgement**

- 13.2.1 As soon as practicable after the Commencement Date the Lessor will prepare and the Lessee will approve a Condition Report detailing the state of repair and condition of all improvements, fencing and water infrastructure and weeds as at the Commencement Date.
- 13.2.2 The Lessee acknowledges that, at the Commencement Date and the date of first occupation of the Premises by the Lessee (if applicable), the Premises and the Lessor's Improvements in it were in good repair and condition or as otherwise specified in the Condition Report.

### **13.3 Repair obligations**

- 13.3.1 The Lessee must keep the Lessor's Improvements in good and tenable repair and condition having regard to the condition of the Premises at the Commencement Date.
- 13.3.2 The Lessee must maintain and keep the following items in good and tenable repair and condition during the Term:
- (1) the Lessee's Improvements;
  - (2) the Lessor's Improvements;
  - (3) all water infrastructure from the head tanks to troughs or end point;
  - (4) any septic tank system by ensuring that it is regularly pumped out; and
  - (5) any stock equipment located on the Premises.

13.3.3 The Lessor's obligation to repair under clause 13.3.1 will not apply when the requirement for repair arises as a result of the negligence or act or omission of the Lessee or the Lessee's employees, agents, contractors or invitees. The Lessee must repair or replace any item of Lessor's Improvements requiring repair or replacement as a result of the negligence or act or omission of the Lessee or the Lessee's employees, agents, contractors or invitees.

#### **13.4 Replacement obligations**

13.4.1 Subject to clause 13.4.2, the Lessor is under no obligation to repair or replace any Lessor's Improvements.

13.4.2 The Lessee will be responsible for the replacement of the Lessee's Improvements.

#### **13.5 Make Good**

The Lessee must, at the time of, or immediately before, the expiration of the Lessee's occupancy (and in this regard time is of the essence);

- (1) carry out repairs as required by this clause 13;
- (2) at the Lessor's election, reinstate all floor coverings, light and power outlets, switches, telephone outlets, fire sprinklers and air-conditioning and any other fixtures or fittings of the Lessor (fair wear and tear excepted);
- (3) remove all signs, notices, advertisements, ornaments or other things placed by the Lessee on the Premises;
- (4) at the Lessee's election, remove all fencing installed by the Lessee during the Term;
- (5) remove the Lessee's Improvements and make good any damage arising as a result of the removal;
- (6) leave the Premises in a clean and tidy condition, free from all rubbish;
- (7) peaceably surrender and yield up the Premises including all residential tenancies whether occupied by the Lessee or not;
- (8) remove all livestock from the Premises; and
- (9) unless the Lessor notifies the Lessee otherwise, return all pastures to their condition as at the Commencement Date:
  - (a) with the same amount of improved pasture as set out in the initial Condition Report; and

- (b) otherwise in accordance with the maintenance obligations set out in clause 8.10 of this Sublease.

### **13.6 Notices to repair**

- 13.6.1 The Lessor may, at any time, serve on the Lessee a notice in writing of any defect which the Lessee is required to repair. The Lessee will repair the defect within 21 days of the date of service of the notice (or such other period as agreed). The Lessor may specify a period of less than 21 days within which to repair the defect if the defect is likely to cause damage to the Premises or Building or may cause injury to any person.
- 13.6.2 Where the Lessor is required to repair, due to the default of the Lessee, the Lessee must pay to the Lessor the cost of those repairs and any associated expenses within 7 days of notification of the amount.

### **13.7 Leaving Lessee's Improvements goods or fixtures behind**

To the extent permitted by law, if the Lessee leaves any Lessee's Improvements, goods or fixtures in the Premises for more than 21 days after the expiry or termination of this Sublease, the Lessor may dispose of them in any way the Lessor sees fit. In addition, any such Lessee's Improvements, goods or fixtures will, at the Lessor's election, become the Lessor's Improvements absolutely and the Lessor may deal with them without accounting to the Lessee or being required to compensate the Lessee.

### **13.8 Other services**

- 13.8.1 During the Term, and any extension or renewal of it, the Lessor must maintain in working order any services within the Premises which are the responsibility of the Lessor.
- 13.8.2 If any of the services specified in this clause:
  - (1) malfunction;
  - (2) become unsafe; or
  - (3) are otherwise incapable of being operated as a result of any cause,the Lessor will, within a reasonable time after receipt of written notification from the Lessee, repair or replace the services (or part of the services) with services of an equivalent type and quality.
- 13.8.3 The Lessor will not be required to repair or replace any of the services referred to in clause 13.8.1 where the repair or replacement arises as a result of the negligence or default of the Lessee or the Lessee's employees, agents, contractors or invitees unless the Lessee has first paid to the Lessor, the estimated cost of the repair or replacement.

### **13.9 Lessor's right to enter**

13.9.1 The Lessor and persons authorised by the Lessor have the right to enter the Premises with necessary materials and equipment at reasonable times, and on reasonable notice (but without any notice in any case which the Lessor considers an emergency):

- (1) Conduct any testing of the Land or Lessor's Improvements;
- (2) Install any services, conduits, cabling, telecommunication equipment, fences or other infrastructure;
- (3) Construct roads, paths, firebreaks, or any other improvements;
- (4) Undertake excavation or earthworks;
- (5) to view the state of repair and condition of the Premises including all pastures, weeds and stock and conduct investigations at least every 6 months during the Term;
- (6) to carry out any work or make any repairs or alterations or additions to the Premises or the Building;
- (7) to carry out repairs as the Lessor thinks fit;
- (8) where the Lessee has failed to repair any defect in accordance with any notice served by the Lessor; or
- (9) to comply with the terms of any present or future law affecting the Premises or any notice served on the Lessor or the Lessee by the Territory or any competent authority.

13.9.2 The decision of the Lessor or their representative in relation to the condition of the Premises including the condition of all pastures, improvements and fences and the level of weed cover is final and binding on the Lessee.

## **14. Insurance**

### **14.1 Public Liability**

The Lessee, during the Term and any holding over under this Sublease, must keep current a public risk liability policy with a Prescribed Insurer for an amount for any single occurrence of not less than the amount referred to in Item 10. The policy must indemnify the Lessor against all actions and demands of any kind arising from the use and occupation by the Lessee and/or the Lessee's employees, agents, contractors and invitees of the Premises. The policy must note the Lessor's interest.

## **14.2 Other Insurance**

The Lessee is responsible for:

- (1) insuring the Lessee's Improvements and all other property of the Lessee in the Premises including livestock, fodder and farm machinery against fire and the usual risks that a prudent tenant would insure against for its replacement value;
- (2) taking out and maintaining all workers compensation insurance in compliance with all laws; and
- (3) ensuring that all contractors on the Premises have appropriate insurance including public risk liability insurance.

## **14.3 General obligations not to increase Lessor's insurance**

The Lessee must not do, or permit to be done, anything that would result in any insurance in relation to the Premises being:

- (1) unenforceable;
- (2) voidable; or
- (3) likely to increase the rate of premium on any insurance taken out by the Lessor (except with the approval of the Lessor in writing).

## **14.4 Fire Regulation**

14.4.1 The Lessee must comply with any fire regulations set out in any bush fire management plan applicable to the Land.

14.4.2 The Lessee must ensure that adequate fire management protocols are created and applied to the Land in accordance with any bush fire management plan applicable to the Land.

## **14.5 Production of policy**

The Lessee, in respect of any policy of insurance to be taken out by the Lessee, must, on request, produce to the Lessor either a:

- (1) policy of insurance; or
- (2) certificate of currency for the policy.

## **15. Indemnity and Release**

### **15.1 Risk**

The Lessee will occupy, use and keep the Premises at its own risk.

## **15.2 Indemnity**

The Lessee indemnifies the Lessor, its employees, agents, contractors and invitees against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused or contributed to by the Lessee and/or its employees, agents, contractors or invitees in connection with this Sublease, except to the extent that the Lessor, through negligence or unlawful act or omission, has caused the relevant loss, damage or injury.

## **15.3 Claims to be made good**

The Lessee must, at its expense, make good the amount of all claims, loss, damage, costs and expenses, the subject of the indemnity in clause 15.2.

## **15.4 Release**

To the full extent permitted by law, the Lessee hereby releases the Lessor, its employees, agents, contractors and invitees from all claims and demands of every kind and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Premises or the Land other than as may be caused by the wilful or negligent act of the Lessor, its employees, agents, contractors or invitees.

## **16. Quiet Enjoyment**

If the Lessee pays the Rent and other monies payable under this Sublease and observes the covenants and terms of this Sublease, the Lessee may use the Premises without interruption or disturbance from the Lessor or any person claiming under the Lessor, save as specifically provided for in this Sublease.

## **17. Damage or Destruction to the Premises**

### **17.1 Damage or destruction to the Premises**

If the Lessor's Improvements on the Land are materially damaged or destroyed so that operation of the Lessee's business from the Premises is impractical, then the Lessor must, within 2 months, tell the Lessee whether or not the Lessor proposes to repair the Lessor's Improvements and if so, the approximate start and finish dates for the work. Meanwhile the Lessee must continue to use any part of the Premises that is useable, safe and accessible, and to obey this Sublease as far as possible.

### **17.2 Termination by Lessor**

If:

- (1) the Lessor gives the Lessee a notice under clause 17.1 that the Lessor does not intend to repair the Lessor's Improvements; and
- (2) one of the following applies:

- (a) the Lessor's Improvements have to be, or have been, demolished because of the damage;
- (b) the damage extends to more than 50% of the Lessor's Improvements;
- (c) it is impracticable to repair or reinstate the Lessor's Improvements within one year of the date of damage; or
- (d) the Lessee cannot use the Premises and this Sublease expires within 2 years of the damage occurring and there is no option for a further term;

then the Lessor may terminate this Sublease by 30 days' written notice to the Lessee.

### **17.3 Termination by Lessee**

If one of the following applies:

- (1) the Lessor gives the Lessee a notice under clause 17.1 that the Lessor does not intend to repair the Lessor's Improvements;
- (2) the Lessor gives the Lessee a notice under clause 17.1 that the Lessor does intend to repair the Lessor's Improvements but the Lessor unreasonably departs from the proposed start and finish dates; or
- (3) the Lessee will not be able to use the Premises within a reasonable period or for more than one year after the day, or last day, the damage happened;

then the Lessee may give a written notice terminating the Sublease on 30 days' notice and specifying the reason for that termination.

### **17.4 No payment of Rent**

While the Lessee cannot use the Premises due to damage to the Lessor's Improvements, the Lessee is not required to pay Rent and any other money payable under this Sublease unless the Lessor and the Lessee otherwise agree or unless the Court orders otherwise.

### **17.5 Payment of Rent continues**

If the Lessor's Improvements are damaged but the Lessee is still able to use the Premises (in full or in part), then the Lessee must continue to pay Rent and other money payable under this Sublease unless the Lessor and the Lessee otherwise agree or unless the Court orders otherwise.

## **17.6 Agreement to end Sublease**

The Lessor and the Lessee may also agree to end this Sublease without the Lessor giving the notice under clause 17.1.

## **17.7 Obligation to repair or reconstruct**

Other than as set out in this clause, nothing in this Sublease imposes an obligation upon the Lessor to repair or reconstruct the Lessor's Improvements in the event of damage to or destruction as described in this clause.

## **18. Assignment**

### **18.1 No assignment without consent**

- (1) The Lessee may only assign this Sublease with the written consent of the Lessor and may not licence or otherwise part with possession of the Premises.
- (2) In any request to assign the lease the Lessee must notify the Lessor in writing of the intention and apply for consent providing details of the proposed assignee and all other information reasonably requested by the Lessor.

### **18.2 No underletting or mortgage**

The Lessee is not permitted to underlet or grant a mortgage in respect of its interest in the Premises or the Lessee's Improvements.

### **18.3 Planning Act Application**

Where any restriction on subletting or underletting under the *Planning and Development Act 2007* (Cth) applies to the Crown lease for the Land, the Lessor must obtain the consent of the ACT Planning and Land Authority to any proposed subletting or underletting of the Premises. If the ACT Planning and Land Authority does not grant consent either this Sublease will be of no force and effect or the Lessee must not sublet or underlet, as applicable.

## **19. Default and Re-entry**

### **19.1 Default by Lessee**

Where the Lessee is in breach of any condition in this Sublease, the Lessor may remedy the breach at any time without notice to the Lessee and without limiting the rights of the Lessor as a consequence of that breach. Where the Lessor so acts, all reasonable costs and expenses incurred by the Lessor (including reasonable legal costs on a solicitor and client basis) in remedying any breach, must be paid by the Lessee to the Lessor immediately upon written notification of the amount and, in default, the amount may be recovered in a court of competent jurisdiction.

## **19.2 Termination for breach**

Where:

- (1) any instalment of the Rent or other money payable by the Lessee to the Lessor is 21 days in arrears (in case of the Rent whether or not demand has been made for it);
- (2) a notice has been served on the Lessee by, or on behalf of, the Lessor specifying a breach of this Sublease and, if applicable, that breach has not been remedied or compensated for in accordance with the notice, provided the notice has allowed at least 21 days in which to remedy or compensate; or
- (3) the Lessee:
  - (a) becomes bankrupt or is subject to an Insolvency Event;
  - (b) makes any assignment for the benefit of creditors, or makes any arrangement with creditors for liquidation of the debts of the Lessee by composition or otherwise; or
  - (c) being a company or an incorporated association, goes into liquidation either voluntarily or compulsorily, (except for the purpose of reconstruction or amalgamation), or is wound up dissolved or placed under official management or a receiver or manager any of its assets is appointed or an inspector is appointed under the *Corporations Act 2001* (Cth),

the Lessor may, at any time thereafter give written notice to the Lessee that the Lessor intends to terminate this Sublease (the “Termination Notice”).

## **19.3 Date of termination**

19.3.1 The termination referred to in the Termination Notice takes effect on the earlier of:

- (1) the date that the Lessee agrees to the termination by notice in writing to the Lessor; or
- (2) the date 14 days after the service of the Termination Notice (the “time period”) provided that the Lessee does not contest the termination by application to the Magistrate’s Court within the time period.

19.3.2 If the Lessee contests the termination in accordance with clause 19.3.1(2), the termination has effect on the date ordered to be the date on which the termination takes effect by the Magistrate’s Court.

## **20. Fixtures Remaining after Breach**

### **20.1 Application**

This clause applies:

- (1) where this Sublease has been terminated or the Lessor has re-entered the Premises; and
- (2) in relation to any fixtures or goods in the Premises which do not, on termination or re-entry, pass to the Lessor and which remain in the Premises for 14 days after the date of termination or re-entry.

### **20.2 Removal by Lessor**

The Lessor may:

- (1) remove any fixtures or goods to which this clause applies from the Premises and store them in such place and manner as the Lessor thinks fit;
- (2) deal with livestock in accordance with the provisions of clause 8.10;
- (3) on reasonable notice to the Lessee, place any fixtures or goods outside the Premises; and/or
- (4) sell the fixtures and goods and deduct from the proceeds, the Lessor's costs in removing, storing and selling them, and account to the Lessee for the balance.

### **20.3 Payment of costs**

The Lessee must pay to the Lessor, on demand, all reasonable costs and expenses of the Lessor in removing or storing fixtures, livestock or goods.

## **21. No Compensation**

At the expiry of this Sublease, the Lessee will not be entitled to receive any compensation in respect of any Lessee's Improvements or goods remaining on the Premises.

## **22. Essential Terms**

### **22.1 Essential Terms**

Each of the following covenants by the Lessee is an essential term of this Sublease:

- (1) clause 4.1 relating to payment of Rent and clauses 5.1 regarding other payments to be made by the Lessee;

- (2) clauses 8.1, 8.2 and 8.9 relating to use of the Premises;
- (3) clause 12.1 relating to alterations and additions;
- (4) clauses 13.3 and 13.5 relating to repair, maintenance and make good;
- (5) clauses 14.1 and 14.3 relating to insurance;
- (6) clauses 18.1 and 18.2 relating to assignment, underletting and mortgaging; and
- (7) clause 26.2 relating to payment of GST.

#### **22.2 Acceptance of arrears**

The acceptance by the Lessor of arrears or the late payment of Rent or other monies does not constitute a waiver of the essential and continuing obligation of the Lessee to pay Rent and other moneys during the Term on the dates specified in the Sublease.

#### **22.3 Breach of an essential term**

The Lessee must compensate the Lessor in respect of any breach of an essential term of this Sublease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement (including the right to terminate this Sublease).

#### **22.4 Loss on repudiation or breach**

Where the Lessee's conduct (whether acts or omissions) constitutes:

- (1) a repudiation of the Sublease; or
- (2) a breach of any covenant contained in the Sublease,

the Lessee will compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.

#### **22.5 Quantum of damages recoverable**

The Lessor is entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire Term.

#### **22.6 Certain events of no effect**

The Lessor's entitlement to recover damages is not affected or limited by any of the following:

- (1) if the Lessee abandons or vacates the Premises;
- (2) if the Lessor elects to re-enter or to terminate the Sublease;
- (3) if the Lessor accepts the Lessee's repudiation; or
- (4) if the party's conduct constitutes a surrender by operation of law.

## **22.7 Lessor may remedy defaults**

The Lessor may remedy without notice, any default by the Lessee under this Sublease and whenever the Lessor elects to do so, all costs and expenses incurred by the Lessor (including legal costs and expenses) are to be paid by the Lessee immediately on notification.

## **23. Heritage Register**

### **23.1 Heritage Register Entry**

The Lessee will not undertake any act inconstant with the Heritage Register Entry.

## **24. Rules**

### **24.1 Rules**

The Lessee must comply with the Rules and the Lessee acknowledges that, if it fails to comply with any of the Rules, the failure constitutes a breach of this Sublease.

### **24.2 Compliance with Rules**

The Lessee must take all reasonable steps to ensure that its employees, agents, contractors and invitees comply with the Rules.

### **24.3 Variation of Rules**

The Lessor may delete, vary or add to the Rules provided that the Lessor notifies the Lessee of the changes within 30 days of making the changes.

## **25. Superior Lease**

### **25.1 Sublease**

Where the Lessor is the Crown Lessee;

- (1) this Sublease will be read and construed as a sublease;

- (2) the Lessor covenants punctually to make all payments due and owing under the Crown Lease and to observe the covenants contained in the Crown Lease;
- (3) subject to the terms and conditions of this Sublease, the Lessee covenants to observe the covenants contained in the Crown Lease on the part of the lessee named in that Crown Lease, except for the payment of money by the lessee required by the Crown Lease.

## **26. GST**

### **26.1 GST definitions**

In this clause:

**Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and any regulation made under that Act;

**GST, Taxable Supply, Input Tax Credit, Supply and Tax Invoice** have the same meaning as in the Act;

**GST Rate** means 10% or if the rate at which GST is calculated under the Act changes, the rate applicable at the relevant time.

**Payment** includes consideration in the form of money given or received and in a form other than money given or received.

### **26.2 Payment of GST**

A party making Payment to another party for a Taxable Supply under this Sublease must pay to the other party at the same time, an additional amount equal to the amount of the Payment multiplied by the GST Rate.

### **26.3 Reimbursements**

When calculating the amount of:

- (a) any reimbursement to a party under this Sublease; and
- (b) the indemnification under this Sublease of an expense, loss or liability incurred or to be incurred by that party,

the other party may include the GST paid or payable on the Supply giving rise to the amount, but if that party includes the GST that party must deduct the amount of any Input Tax Credit from the amount paid.

## **26.4 Tax invoice**

A party receiving a Payment of GST under this clause must provide a Tax Invoice to the party making the Payment before or at the same time as the Payment is received.

## **27. Application of Leases Act**

The parties agree that the Leases Act does not apply to this Sublease as the both Lessor and Lessee were parties to an agreement entered into honestly for the sale or purchase of the Premises (See section *Residential Tenancies Act 1997* (ACT) – section 6E)

## **28. Miscellaneous**

### **28.1 No waiver**

Failure or omission by the Lessor at any time to enforce or require strict or timely compliance with any provision of this Sublease will not:

- (1) affect or impair that provision in any way;
- (2) affect the right or remedy that the Lessor may have in respect of that provision; or
- (3) act as a waiver of any other breach by the Lessee.

### **28.2 Entire Agreement**

This Sublease contains the entire agreement between the parties in relation to the Premises and supersedes any prior representation, negotiations, writing, memoranda and agreements.

### **28.3 Variation**

This Sublease may be varied only by the written agreement of the parties prior to the expiration of this Sublease.

### **28.4 Severability**

Any provision of this Sublease that is illegal, void or unenforceable will not form part of this Sublease to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Sublease will not be invalidated by an illegal, void or unenforceable provision.

### **28.5 Governing law**

This Sublease is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

## **28.6 Compliance with laws**

The Lessee must comply with the laws from time to time in force in the Territory.

## **28.7 Notices**

28.7.1 Any notice, including any other communication, required to be given or sent to either party under this Sublease must be in writing. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent; or
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address.

28.7.2 In addition, where a notice is given by either party to repair or replace, the notice may be sent by electronic mail to an electronic mail address provided to the transmitting party and is deemed to be served at the time the email was sent.

## **28.8 Authority to complete**

The Lessee authorises the Lessor and its solicitors to complete any blanks with a proper date or details and to make any formal correction necessary to this Sublease.

## **29. Water Use Entitlement**

29.1 The Lessee acknowledges that the Lessor has no Water Licence or WAEs in respect of the Premises.

## **30. Contamination**

30.1 The Lessee acknowledges that the Lessor has disclosed the following contamination on the Land:

- (1) Fibrous cement asbestos sheet cladding which was used in the original cottage potentially sections of the original homestead. Given the age of the buildings there is also potential for asbestos in such items as insulation material around the duct work, concealed within the wall cavities etc.

30.2 Without in any way limiting the scope of clause 15, the Lessee acknowledges that the indemnity and release contained therein extend to any loss or damage

occasioned by the presence of any contaminates on the Land whether or not disclosed under clause 30.1 above

## **31. Reduction of size of Premises**

**31.1** The Lessee acknowledges that parts of the Land within the Withdrawal Areas may be withdrawn by the Territory or the Commonwealth at any time in accordance with the terms of each applicable Crown lease.

**31.2** If the Lessor receives a notice from the Territory or the Commonwealth to withdraw any land located within a Withdrawal Area:

- (1) The Lessor must promptly notify the Lessee of the details of the withdrawal and the proposed date of effect;
- (2) Effective from the date any withdrawal is registered (**Withdrawal Date**), the size of the Premises will be reduced to remove the Withdrawal Area;
- (3) The Rent will be reduced on a proportionate basis from the Withdrawal Date taking into consideration the percentage reduction of the area of the Premises, being the amount notified to the Lessee by the Lessor; and
- (4) Other than the rent reduction specified above, no other compensation will be paid to the Lessee by the Lessor.

## **32. Guarantee & Indemnity**

### **32.1 Guarantee**

The Guarantor guarantees to the Lessor the due payment of all moneys due under this Sublease and the due performance by the Lessee of all the covenants and terms of this Sublease by the Lessee.

### **32.2 Indemnity**

- (1) The Guarantor indemnifies the Lessor and agrees to keep the Lessor indemnified from all damages and all costs, losses and expenses which the Lessor may suffer or incur from any breach or non-observance by the Lessee of any of the covenants and terms in this Sublease.
- (2) The Guarantor agrees that this indemnity continues and the Guarantor remains liable to the Lessor notwithstanding that as a consequence of breach or non-observance by the Lessee the Lessor has exercised any of its rights including its right of re-entry and notwithstanding that the Lessee (being a company) may be wound up or (being a natural person) may be declared bankrupt and notwithstanding that the guarantee now given may for any reason be unenforceable.

### **32.3 Not affected by time or other indulgence**

The liability of the Guarantor is not affected by the granting of time or other indulgence or concessions to the Lessee or by the compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the Lessor against the Lessee or by any neglect or omission to enforce such rights or by anything, which under the law relating to sureties would or might but for this clause release the Guarantor from his obligations.

#### **32.4 Continuing guarantee**

This guarantee and indemnity continues until the due performance and observance by the Lessee of all the terms and conditions of this Sublease.

**Item 15:** Guarantor: Not Applicable

**Item 16:** Variations: Not applicable

## Schedule 2

### DISTRIBUTION OF LESSOR AND LESSEE RESPONSIBILITIES IN RELATION TO STATUTORY OUTGOINGS, SERVICE CHARGES AND GENERAL CHARGES

Details of Charges	Percentage of Lessor responsibility (A)	Percentage of Lessee responsibility (B)
<b>SECTION 1 - STATUTORY OUTGOINGS</b>		
Land Tax	0%	100%
General rates	0%	100%
Water and Sewerage rates	0%	100%
<b>SECTION 2 - SERVICE CHARGES</b>		
Electricity	0%	100%
Gas	0%	100%
Water Usage	0%	100%
Telephone and Communications	0%	100%
Cleaning - General	0%	100%
Rubbish removal/tradewaste bins	0%	100%
Insurance - Public Liability	0%	100%
Pest & weed control	0%	100%
<b>SECTION 3 - GENERAL CHARGES</b>		
Insurance - Building	0%	100%
Fire Brigade Monitoring	0%	100%
Fire Protection & Fire Extinguishers	0%	100%
Painting	0%	100%
Locks and Keys	0%	100%
Floor coverings	0%	100%
Insurance-Livestock	0%	100%
Insurance-Fencing	0%	100%
Insurance -Fodder	0%	100%
Insurance-Business continuance	0%	100%

### **Schedule 3 – Rules**

1. All requests for consents or approvals required from the Lessor, all notices required to be given by the Lessee to the Lessor and all enquiries, complaints and suggestions which the Lessee may wish to communicate to the Lessor, are to be in writing to the Contact Officer named in Item 13.
2. The Lessee must keep all gates and other means of access to the Premises securely fastened when the Premises are left unoccupied. The Lessor reserves the right to enter the Premises and fasten them if they are left insecurely fastened.
3. The Lessee must ensure that, at all times, the Lessor has a current address and telephone number at which the Lessee, or a responsible representative of the Lessee, can be reached when the Lessee or representative is not in the Premises.
4. No rubbish or waste may, at any time, be burnt on the Premises.
5. The Lessee may not conduct, or permit to be conducted, on the Premises any auction, bankrupt or fire sale except those that occur as part of the Lessee's ordinary business.
6. The Lessee must comply with any fire management plan produced by the Lessor or the Territory which is made known to the Lessee or, if reasonably required by the Lessor, the Lessee will produce its own fire management plan.

## Schedule 4 – Rent Review

1. The Rent will be reviewed effective from each Rent Review Date in accordance with the method of rent review noted next to the relevant Rent Review Date in Item 8.
  2. Each method of rent review will have the meaning and procedure set out in this Schedule.
- A. (1) **“CPI Rent”** means a Rent adjustment in accordance with the following Consumer Price Index formula:

$$\text{NYR} = \text{OYR} \times \frac{\text{NCPI}}{\text{OCPI}}$$

Where:

- “NYR” is the new Rent payable by the Lessee to the Lessor commencing from the Rent Review Date;
- “OYR” is the Rent payable by the Lessee to the Lessor immediately preceding the Rent Review Date;
- “NCPI” is the last published Consumer Price Index prior to the Rent Review Date;
- “OCPI” is the Consumer Price Index as published prior to the date upon which the Rent was most recently reviewed, varied or set pursuant to the terms of the Sublease or any previous sublease (or previous subleases) which contained an option to renew (or a chain of options to renew) which gave rise to this Sublease.
- (2) **“Consumer Price Index”** means the Consumer Price Index for Canberra (All Groups) as published by the Australian Statistician (or such person or office which fulfils the relevant function fulfilled by the Australian Statistician at the commencement of the Sublease). In the event that the Consumer Price Index is adjusted (for example by changing the base index number or changing the year of the base index number), or there is any suspension or discontinuance of the Consumer Price Index by the Australian Statistician, then the Consumer Price Index will mean such index figure or statistic published at the relevant dates in the Australian Statistician’s summary of Australian statistics which reflects fluctuations in the cost of living in Canberra and which the parties may mutually agree upon, and if they are unable to agree then such index figure or statistic as may be determined by the President for the time being of the Australian Property Institute or some person nominated by the President whose decision will be conclusive and binding. This definition will apply notwithstanding that there may be significant changes over time in the composition and weighting of the items by reference to which the Consumer Price Index is calculated.
- (3) The Lessee must continue to pay the current instalments of the Rent due until the new Rent is determined. Within 21 days after the Lessor has notified the Lessee of the new Rent, the Lessee must adjust and pay the amount due to the Lessor as Rent from the Rent Review Date.

- B. (1) **“Rent Increase by X%”** (where X% is a specified percentage figure) means a Rent adjustment in accordance with the following formula:

$$\text{NYR} = \text{OYR} \times \frac{100 + X}{100}$$

Where:

- “NYR” is the new Rent payable by the Lessee to the Lessor commencing from the Rent Review Date;  
“OYR” is the Rent payable by the Lessee to the Lessor immediately preceding the Rent Review Date;  
“X” is the specified percentage in Item 8.

- (2) The Lessee must continue to pay the current instalments of the Rent due until the new Rent is determined. Within 21 days after the Lessor has notified the Lessee of the new Rent, the Lessee will adjust and pay the amount due to the Lessor as Rent from the Rent Review Date.

- C. (1) **“Market Rent”** means an adjustment to the Rent that could reasonably be expected to be paid for the Premises if unoccupied and offered for rent for the use set out in Item 9.

- (2) Either party may at any time, but not earlier than 4 months prior to the Rent Review Date to which Market Rent applies, give notice in writing to the other party stating the amount which, in that party’s opinion, is the Market Rent for the Premises as at that Rent Review Date.

- (3) If:

- (a) 2 months after a party has given a notice under clause (2), the parties have not agreed upon the Market Rent applicable from the Rent Review Date; or  
(b) 14 days after either party tells the other party that it disputes the proposed Rent applicable from the Rent Review Date;

either party may notify the Magistrates Court that that party wishes to have the matter referred to mediation under section 52(2) of the Leases Act.

- (4) If a Market Rent cannot be agreed, the parties agree to follow the procedure set out in Part 8 of the Leases Act regarding determination of the Market Rent.

- (5) If, 14 days after the Lessee tells the Lessor that the Lessee disputes the proposed Rent applicable from the Rent Review Date either party may ask the President of the Australian Property Institute (Canberra Chapter) to appoint a valuer with at least 5 years’ experience to determine the Market Rent having regard to the current market rental.

- (6) The valuer must act as an independent expert and not as an arbitrator, and give written reasons for the decision. The parties must share the valuer’s costs equally.

- (7) The valuation of the Market Rent must take into account:
- (a) the terms of the Sublease;
  - (b) other matters relevant to the assessment of current market rental;
  - (c) the use of the Premises under the Sublease; and
  - (d) rent concessions or other benefits frequently or generally offered to prospective lessees of similar Premises,
- and must assume that the Premises are unoccupied, but it must not take into account the value of any goodwill or the Lessee's Improvements.
- (8) Until the dispute is resolved, or a right is lost, the Lessee must pay the old Rent. Any adjustment is calculated from the Market Review Date. The Lessee must pay any adjustment, or the Lessor must credit the Lessee with it, when the next monthly payment is due.

## Schedule 5 – Crown lease

## Schedule 6 – Heritage Register Entry

## **Schedule 7 – Land Management Agreement**

**Executed as an Agreement**

**DATE OF THIS AGREEMENT**.....2017

**SIGNED** for and on behalf of the  
**LAND DEVELOPMENT AGENCY**  
in the presence of:

)  
) .....  
) Signature of Land Development Agency  
delegate

.....  
Signature of witness

.....  
Print name

.....  
Print name

**SIGNED** by the Lessee  
in the presence of:

)  
) .....  
) 

.....  
Signature of Witness

.....  
Name

**From:** [Oakeshott, Alison](#)  
**To:** [Santosuosso, Daniel](#); [Richardson, Dave](#)  
**Subject:** The Winslade paperwork is with Alison & all is moving forward with GSO [DLM=For-Official-Use-Only]  
**Date:** Wednesday, 21 June 2017 2:59:56 PM  
**Attachments:** [image001.jpg](#)

---

Hi Gents,

I took a call from Cecilia today chasing the paperwork.  
I tracked it down, sent it back into Neil's team for all his signatures to be witnessed.

Spoke with Tom & in your absence I took copies of all Neil signed & I left the 2 sets of sub lease originals with Celica at 2.30pm in town & she will forward relevant bits to Maggie by email.  
Kaz is on standby for instructions about the credit card payment to ACTPLA.  
Celica is chasing up the stamp duty from revenue.  
Finance are ready to process the balance when required.

I have copies of everything Neil signed for your file.

Regards,

**Alison Oakeshott | WHS and Business coordination - Greenfield, Land Development Division**

Land Development Agency | Chief Minister, Treasury and Economic Development Directorate | ACT Government

Phone: 02 6205 6005

TransACT House, 470 Northbourne Ave Dickson ACT | GPO Box 158 Canberra ACT 2601 [www.lda.act.gov.au](http://www.lda.act.gov.au)

ACT Gov & LDA\_CMYK



This message is intended for the recipient's use only. It may contain confidential and legally privileged information. If you receive this document in error, you must not use or disclose it or its contents. If you are not the intended recipient please contact the sender and dispose of the message.

[Please insert LDA letterhead]

[Date of Letter]

Ms Maggie Stephenson  
Leasing Officer  
Environment, Planning and Sustainable Development Directorate  
Dame Pattie Menzies House  
Level 1 South  
16 Challis Street Dickson ACT 2602

Dear Ms Stephenson

**Land Development Agency (LDA) Purchase of Blocks 435, 439, 440, 441, 456 and 476 Stromlo (Land) from [REDACTED]**

I refer to the Crown lease over the above blocks purchased by the Land Development Agency from [REDACTED] under the Contract for Sale dated 13 June 2017.

The Land Development Agency requests the consent of the Territory and the Planning and Land Authority to the transfer of the Crown lease and the sublease of the Land, as required by Clause 3(b)(iii) of the Crown lease (**enclosed**).

As the Crown lease is a rural lease, I, as the authorised delegate for the Land Development Agency, undertake it will enter into a Land Management Agreement within the meaning of the *Planning and Development Act 2007*, within six months of registration of the transfer of the Crown lease being registered unless it is surrendered beforehand.

Please provide your consent, on behalf of the Territory and the Planning and Land Authority, by:

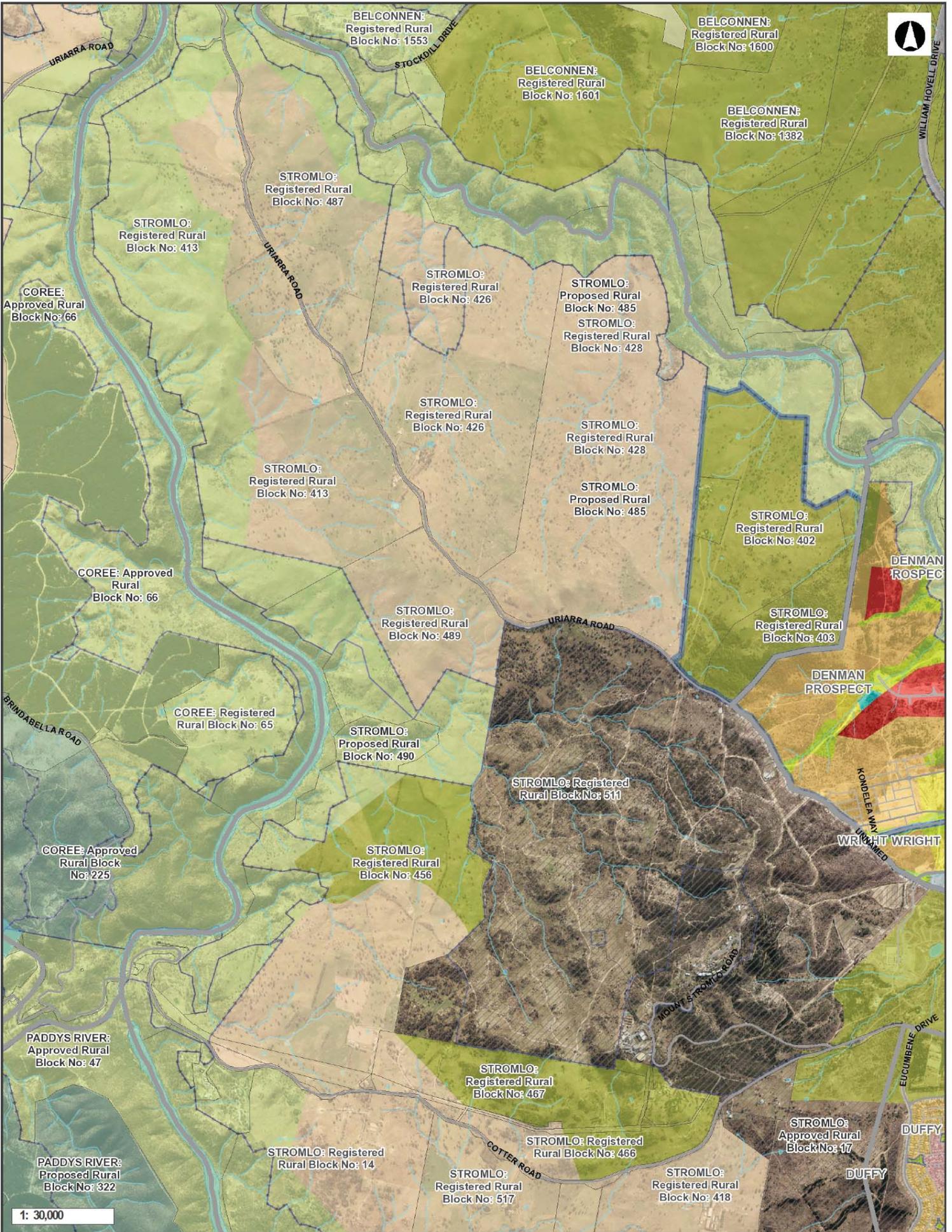
1. endorsing Form 52 – Transfer, under the “ACTPLA – Minister’s/ Delegate’s consent” section; and
2. endorsing Form 72 – Sublease.

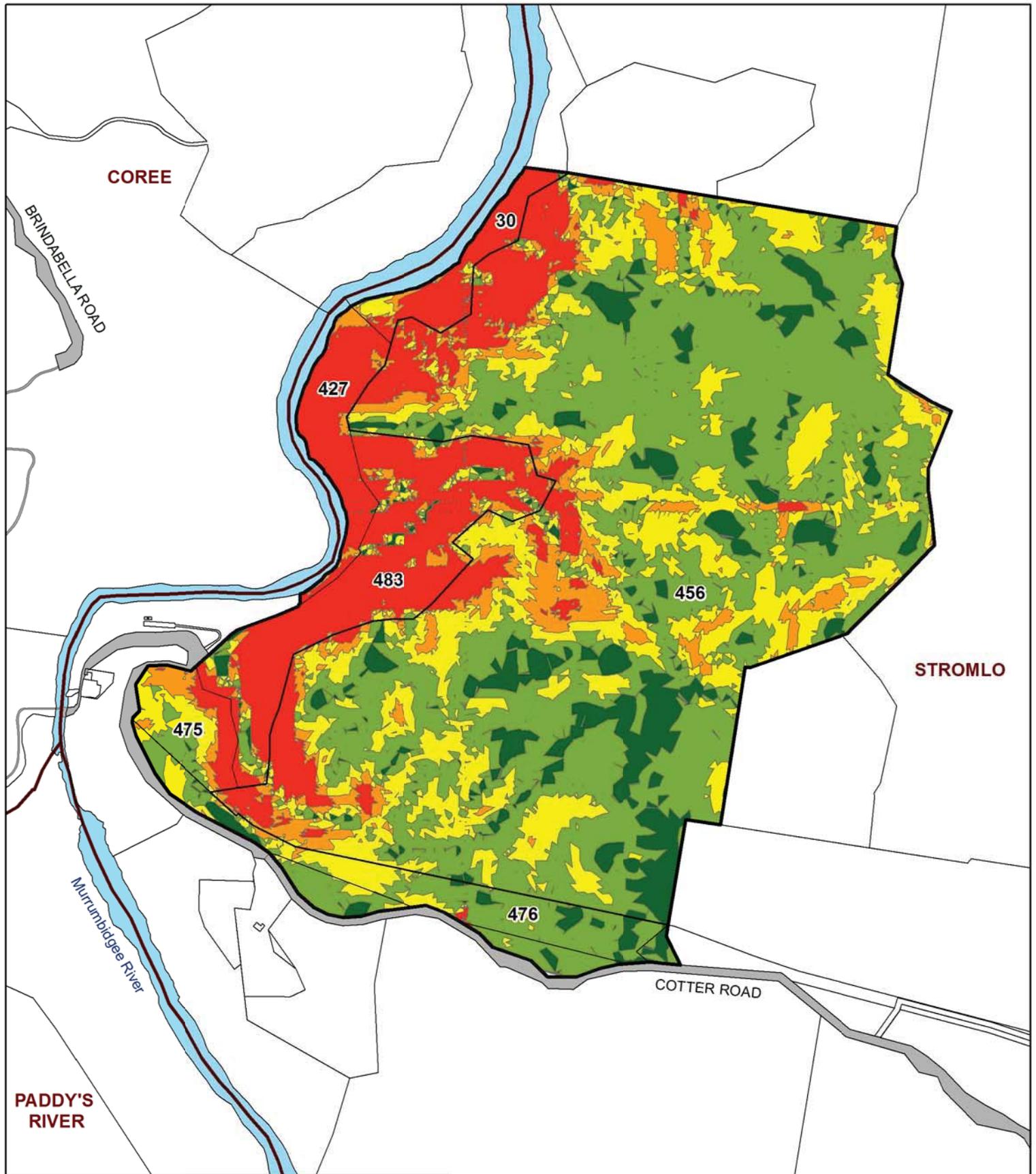
Please provide your written consent as soon as convenient, so that the Land Development Agency may attend to registration.

Should you have any questions please do not hesitate to contact our office.

Yours sincerely

Neil Bulless



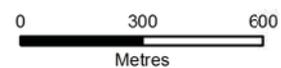


**Legend**

- Slope (percent)**
- 0-5%
- 5-10%
- 10-15%
- 15-20%
- >20%
- District
- Study area
- Block
- Road
- Water

Slope	Area (ha)
0-5%	45.6
5-10%	198.0
10-15%	104.1
15-20%	36.4
>20%	33.3

\*Winslade (Block 456) only



DIRECTORATE/DEPARTMENT



PROJECT

**SURFACE SLOPE ANALYSIS  
WINSLADE (BLOCK 456)**

PROJECT NUMBER: P01281

**From:** [Gordon, Tom](#)  
**To:** [REDACTED]  
**Cc:** [Richardson, Dave](#); [Santosuosso, Daniel](#)  
**Bcc:** [Andric, Katrina](#)  
**Subject:** FW: Resilience  
**Date:** Friday, 16 September 2016 3:01:00 PM  
**Attachments:** [Winslade Terms Sheet 16 09 2016.pdf](#)

---

Hello [REDACTED]

Please find attached the Terms sheet as discussed that summarises the terms proposed for the sale of Winslade to the LDA.

I seek your acceptance of the Terms, which can be acknowledged by way of a response to this email.

I'll keep you informed as the proposal progresses within the government.

Kind Regards,  
Tom

Tom Gordon | Executive Director, Greenfield  
Land Development Agency  
Level 7 TransACT House, 470 Northbourne Avenue, Dickson ACT 2602  
Phone: 02 62075553 | Fax: 02 62076110 | Mob: 0401133018 | Web: [www.lda.act.gov.au](http://www.lda.act.gov.au)

---

**From:** Gordon, Tom  
**Sent:** Thursday, 8 September 2016 5:04 PM  
**To:** [REDACTED]  
**Cc:** Webb, Chris <Chris.Webb@act.gov.au>; Richardson, Dave <Dave.Richardson@act.gov.au>  
**Subject:** FW: Resilience

Hello [REDACTED]

Please find attached a copy of the draft terms sheet for the purchase of Windslade.

I'm happy to discuss if you have comments.

Regards,  
Tom

**Tom Gordon** | Executive Director, Greenfield  
Land Development Agency  
Level 7 TransACT House, 470 Northbourne Avenue, Dickson ACT 2602  
Phone: 02 62075553 | Fax: 02 62076110 | Mob: 0401133018 | Web: [www.lda.act.gov.au](http://www.lda.act.gov.au)

---

**From:** Gordon, Tom

**Sent:** Tuesday, 16 August 2016 1:40 PM

**To:** [REDACTED]

**Cc:** Richardson, Dave <[Dave.Richardson@act.gov.au](mailto:Dave.Richardson@act.gov.au)>; Webb, Chris <[Chris.Webb@act.gov.au](mailto:Chris.Webb@act.gov.au)>;  
Ding, Brendan <[Brendan.Ding@act.gov.au](mailto:Brendan.Ding@act.gov.au)>

**Subject:** RE: Resilience

Hi [REDACTED]

I've asked our legals to prepare terms as discussed and hope to have a draft back to you late this week.

Tom

---

**From:** [REDACTED]

**Sent:** Wednesday, 10 August 2016 6:38 PM

**To:** Gordon, Tom <[Tom.Gordon@act.gov.au](mailto:Tom.Gordon@act.gov.au)>

**Subject:** Resilience

Hi [REDACTED]

Thanks for the very professional discussion today

I look forward to your confirmation of the details

Given the uncertain environment over the next couple of months I see merit in translating the discussion into a Heads Of Agreement as a foundation for the detailed discussion to follow

I mentioned this attached Seminar to be held in Goulburn; could be useful for one of your team given your increasing rural interests

Regards

[REDACTED]

Sent from my iPad

**ACT Revenue Office**

ABN: 45 096 207 205

C 113558 001 L 186570 A 696981

AUSTRALIAN GOVERNMENT SOLICITOR  
ACT GOVERNMENT SOLICITORS  
LEVEL 6, 12 MOORE ST  
CITY ACT 2601

Dear Sir/Madam

**NOTICE OF ASSESSMENT: Residential Land & Improvement**

I refer to document(s) lodged on 6 July, 2017 for assessment of Stamp Duty. The Taxation Administration Act 1999 requires that stamp duty be paid within 90 days of the relevant transaction taking place. In your case the due date(s) for payment is detailed below. If any due date has expired, interest has accrued as detailed in the attached schedule. I advise that the following assessment has been made.

Assmnt Id	Taxpayer	Basis of Assessment	Value Assessed	Duty Applied	Due Date
696981	LAND DEVELOPMENT AGENCY	Liable	7,500,000.00	368,250.00	11/09/2017
Payment Detail					Amount
Duty Applied					368,250.00
Fees					0.00
Penalties					0.00
Interest (currently at 9.73% p.a.) as at 12/07/2017					
<b>Total Amount Payable</b>					<b>368,250.00</b>
Less Net Amount Paid					0.00
Less Amounts Written Off					0.00
<b>Outstanding Balance</b>					<b>368,250.00</b>

If the above assessment is not paid by the 11/09/2017 interest will accrue at the statutory rate (currently 9.73%) until such time as the amount is paid in full. When the full amount has been received, the documents will be stamped and returned to you.

Information regarding your rights are available at [www.revenue.act.gov.au/interest-and-penalties/your-rights](http://www.revenue.act.gov.au/interest-and-penalties/your-rights).

If you have any question regarding this assessment, please call (02) 6207 0028.

ACT DUTY IS EXEMPT FROM GST UNDER DIVISION 81 OF THE COMMONWEALTH'S GOODS AND SERVICES TAX LEGISLATION.

Delegate of the Commissioner for ACT Revenue  
12 July 2017

Please include this payment advice with any payment due in respect of this notice  
cut here

**Payment Advice – Residential Land & Improvement**

Please write the amount you are paying \_\_\_\_\_  
Client Reference 113558 001 ACT GOVERNMENT SOLICITOR  
Payment Reference Assessment 696981 Lodgement 186570

# SETTLEMENT STATEMENT

**Seller:** [REDACTED]  
**Buyer:** Land Development Agency  
**Property:** Blocks 435, 439, 440, 441, 456 and 476 Stromlo  
**Date for Completion:** 30 June 2017  
**GST Treatment:** Not applicable  
**Adjustment Date:** 30 June 2017

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<b>PURCHASE PRICE</b>	<u>\$7,500,000.00</u>
<b>LESS DEPOSIT PAID</b>	<u>-\$750,000.00</u>
<b>BALANCE</b>	<u>\$6,750,000.00</u>

## ADJUSTMENTS

General Rates \$959.01 per year Paid to 30 June 2017 No allowance	\$0.00
Water & Sewerage rates \$101.48 per year Adjusted as paid to 30 June 2017 No allowance	\$0.00
Buyer allowance for overpaid General Rates	\$18.58
Seller allowance for Sublease registration fee	-\$140.00
Seller allowance for ACTPLA consent fee x 2	-\$836.00

<b>BALANCE DUE</b>	<u><b>\$6,749,042.58</b></u>
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## CHEQUES

1. Icon Water	\$512.54
2. [REDACTED]	\$6,748,530.04



Date 8 June, 2017

TRIM No: BM17/1499

File No: [REDACTED]

To Acting Chief Executive Officer, Land Development Agency

- Chief Financial Officer, Land Development Agency

From Tom Gordon, Executive Director, Greenfield

Subject LDA Purchase of Blocks 435, 439, 440, 441, 456 and 476 Stromlo from [REDACTED]

### Critical date and reason

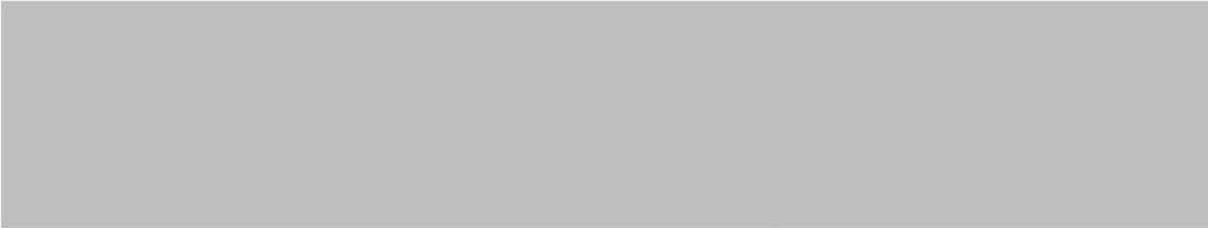
1. To seek agreement to execute the exchange of contracts and subsequent purchase of Blocks 435, 439, 440, 441, 456, 476 Stromlo known as the property 'Winslade' prior to the end of June 2017.

### Background

2. The LDA Board agreed to the strategic acquisition of Winslade at the LDA Board meeting in June 2016.
3. Consequently the LDA prepared and submitted a final Business Case to Treasury for consideration to purchase Winslade on 17 March 2017 in accordance with the *Planning and Development (Land Acquisition Policy Framework) Direction 2014 (No 1)* (the Framework). The Framework came into effect on 20 June 2014.
4. On 1<sup>st</sup> of May 2017 the Under Treasurer and the Chief Minister agreed to the strategic acquisition of Winslade.
5. Winslade consists of approximately 486ha of rural land south of Huntly between Uriarra and Cotter Roads to the west of Stromlo Forest Park. It is within the area identified in the ACT Planning Strategy 2012 as the Western Edge Study area.

### Issues

6. The current lessee approached the LDA for the direct sale of the property and negotiations reached an agreement of a purchase price of \$7.5 million GST free. The property is strategically located for future development subject to Government direction and timing.
7. A deposit of \$0.75 million is required on exchange of contracts expected on or before 9 June 2017.



9. The seller has requested settlement of \$6.75 million before 30 June 2017.

**Consultation**

10. The LDA consulted the LDA Board, the ACT Government Solicitor, the Under Treasurer, CMTEDD and the Chief Minister as well as the current lessee. All were supportive to the purchase proceeding.

**Financial**

- 11. A deposit of \$0.75 million is required on exchange of contracts expected on or before 9 June 2017.
- 12. The seller has requested settlement of \$6.75 million before 30 June 2017.

**Risks/ Sensitivities**

13. Nil.

**Media**

14. Once the purchase is released in the LDA Annual Report it may generate media coverage similar to other rural properties purchased by the LDA. At this stage no media release is proposed.

**Recommendations**

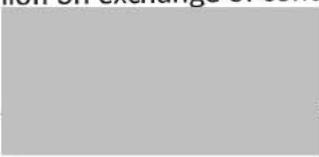
That you:

- Agree to the exchange of contracts and subsequent purchase of Blocks 435, 439, 440, 441, 456 and 476 Stromlo known as the property Winslade;

Neil Bulless .....  ..... 8/16/17.

**AGREED/NOT AGREED/NOTED/PLEASE DISCUSS**

- Agree to a deposit payment of \$0.75 million on exchange of contracts; and

Neil Bulless .....  ..... 8/16/17

**AGREED/NOT AGREED/NOTED/PLEASE DISCUSS**

- Agree to the settlement payment of \$6.75 million before 30 June 2017.

Neil Bulless.....



8/6/17.

**AGREED/NOT AGREED/NOTED/PLEASE DISCUSS**



Tom Gordon 8.6.17

Executive Director

Greenfield

Action Officer: Dave Richardson  
Branch: Development Ready (Estates) Unit  
Phone: 75616  
Attachment: Commercial Contract For Sale.



Date 14 July, 2017 TRIM No:  
File No:

---

To Acting Chief Executive Officer, Suburban Land Agency

CC

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From Tom Gordon, Executive Director, Greenfield

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Subject LDA Purchase of Blocks 435, 439, 440, 441, 456 and 476 Stromlo from  
[REDACTED] – Stamp Duty Payment

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**Critical date and reason**

1. To seek agreement to pay the Stamp Duty for Blocks 435, 439, 440, 441, 456, 476 Stromlo known as the property 'Winslade' on or before 11 September 2017.

**Background**

2. The LDA Board agreed to the acquisition of Winslade at the LDA Board meeting in June 2016.
3. On 1<sup>st</sup> of May 2017 the Under Treasurer and the Chief Minister agreed to the acquisition of Winslade.
4. The LDA purchased Winslade on 30 June 2017.

**Issues**

5. Payment of \$368,250 is required for Stamp Duty on or before 11 September 2017

**Consultation**

6. The LDA consulted the LDA Board, the ACT Government Solicitor, the Under Treasurer, CMTEDD and the Chief Minister as well as the current lessee. All were supportive to the purchase proceeding.

**Financial**

7. Payment of \$368,250 is required for Stamp Duty on or before 11 September 2017

**Risks/ Sensitivities**

8. Nil.

**Media**

9. Once the purchase is released in the LDA Annual Report it may generate media coverage similar to other rural properties purchased by the LDA. At this stage no media release is proposed.

**Recommendations**

That you:

- Authorise the payment of \$368,250 for Stamp Duty on or before 11 September 2017;

**Neil Bulless .....** / /

**AGREED/NOT AGREED/NOTED/PLEASE DISCUSS**

Name:

Title:

Branch:

Division:

Date

Action Officer:

Branch:

Extension:

## 1. Purpose

To seek the Board's agreement to the LDA participating in the auction of the Wintergarden Estate (Blocks 1491, 1492 and 1587 District of Belconnen) to be held on 14 July 2016.

## 2. Background

The Wintergarden Estate is a rural property covering a total of 104.17 hectares (ha) of land adjacent to the suburbs of Weetangera and Cook and located along Coulter Drive and north of William Hovell Drive. The current lessee is [REDACTED] who was granted a 99 year lease on Blocks 1491, 1492 and 1587 District of Belconnen on 22 December 2010. [REDACTED] has taken action to sell these blocks at auction on 14 July 2016. The sale has been advertised by the agent Harcourts on Allhomes and also came to the LDA's attention through a real estate advertisement in "The Chronicle" the Canberra Times (Attachment A).

[REDACTED] is also the lessee of two blocks (Blocks 4 and 5 Molonglo Valley) immediately south of William Hovell Drive. These blocks are leased on a shorter term basis and include a 3 month withdrawal clause. The Infrastructure and Capital Works (ICW) section of Chief Minister, Treasury and Economic Development Directorate (CMTEDD) has issued a notice to withdraw these two Blocks to facilitate the initial development of the new suburb of Whitlam and the delivery of capital infrastructure works associated with Molonglo Stage 3, including Whitlam. This withdrawal action is due to be completed by mid-July 2016.

As the suburbs in Molonglo 3 develop, there will be a future need to undertake supporting capital works infrastructure works that will in part affect Blocks 1491 and 1587. This infrastructure includes a bulk water supply main, the repositioning of 132kV powerlines from Molonglo 3 along William Hovell Drive and significant upgrading to the intersection of William Hovell Drive with Coppins Crossing Road (to be known as John Gorton Drive) and Coulter Drive. Although the full extent of land required is not yet known, the existing lease has provision (i.e. a 3 month withdrawal clause) to allow withdrawal of a combined area of approximately 4.5 ha from these two blocks to allow future widening of Coulter Drive.

Attachment B provides a map of the property overlaid on the aerial photography base. At this point no site access to the property has been possible for valuation and initial due diligence purposes, however a valuation inspection has been arranged for 11 July 2016.

## 3. Land Acquisition Policy Principles

### 3.1 Intended Outcomes

The intended outcomes proposed for the Wintergarden Estate include:

- Allowing the provision of significant infrastructure services to Molonglo 3 adjacent to William Hovell Drive within a timeframe of 0 to 10 years. This includes a 600mm diameter water main supply from Weetangera Reservoir, significant arterial road works associated with William Hovell Drive, Coppins Crossing Road and Coulter Drive, and the relocation of 132kV power lines from inside Molonglo Stage 3 to be re-routed along the northern edge of William Hovell Drive.

## COMMERCIAL IN CONFIDENCE

Taking the 132kV powerline out of Molonglo Stage 3 realises around 25 ha and allows an increase in dwelling block numbers of around 300 with resultant net surplus in the order of \$75 million.

- Allowing for the provision of District Playing Fields with a landtake of around 20 ha instead of providing district playing fields in Molonglo 3. The land within Molonglo would be used for residential development. The cash value of an “englobo sale” of 20 ha of land based on Denman Prospect per hectare rates would be in the order of [REDACTED]. The LDA’s Development Ready (Estates) unit has identified the possible use of the south east corner of Block 1492 for a suite of District Playing Fields to satisfy the combined needs of Molonglo and West Belconnen as a joint facility. This site, as well as another site on LDA’s land at the intersection of William Hovell and Drake-Brockman Drive, is considered suitable, if required sometime in the future.
- An environmental offset being available and enhanced for a small portion of Wintergarden Estate of around 15 to 20 ha to be used for 4 ha (i.e. possible 1:3 to 1:5 ratio) of urban development elsewhere. While the value of the offset would need to be determined, the value of the land utilised for higher order development as a result of the offset could be in the order of [REDACTED].
- Limited periods of rental of all or part of the property as either a licence or sub-lease for permitted uses.
- Agistment of the property. This would include horse agistment paddocks to partially meet the demand and to replace existing horse agistment areas under pressure from development such as in Molonglo Stage 3 where the development of Whitlam and east of Coppins Crossing Road means existing horse agistment will have to be moved. This use also acts as a community service to residents of Canberra seeking horse agistment close to the urban areas.
- Possible community gardens which encourages residents of the Molonglo/Belconnen areas to foster a keen interest in growing their own vegetables as well as opportunities for residents to interact and foster a community spirit.
- Higher order uses such as an educational or scientific establishment and other uses in accordance with the National Capital and Territory Plans as the need arises.

### 3.2 Policy Alignment

#### ***ACT Government***

The Canberra Spatial Plan (2004) – Strategic Direction Map (see **Attachment C**) shows the location of the Wintergarden Estate which falls in the Hills, Ridges and Buffers Area land use between Belconnen and Molonglo Stage 3. This was reaffirmed in the ACT Planning Strategy in 2012.

While Wintergarden Estate is within the limits identified as the Residential Intensification Line in the Spatial Plan, this does not indicate the possibility of residential land use. It does allow however for uses compatible with the existing land use that may be urban orientated such as some forms of community facilities, including district playing fields, urban related forms of rural use such as horse agistment paddocks or limited agricultural production, as well as possible conservation in appropriate locations such as offset area(s). It also allows for the location of major capital works infrastructure for adjacent urban land in Belconnen and the Molonglo Valley.

The potential purchase of the Wintergarden Estate is considered a strategic acquisition in securing land to assure Government the provision of infrastructure and services to the Districts of Belconnen and the Molonglo Valley. Acquisition of this land will enable the provision of these services to proceed in a timely manner and eliminate the need to negotiate with a possible new third party that could delay and complicate the delivery of the remaining urban land in Molonglo.

COMMERCIAL IN CONFIDENCE

***Commonwealth Government***

The Wintergarden Estate is located entirely within land identified as Designated Land in the National Capital Plan. Planning in the ACT cannot be inconsistent with the National Capital Plan. This is to ensure that the planning principles and policies of the National Capital are carried forward into local planning.

The possible acquisition of the Wintergarden Estate and the suggested land uses detailed in this paper are consistent with the planning principles and policies of the National Capital Plan.

The range of uses permitted in the Hills, Ridges and Buffers Spaces is listed in the National Capital Open Space System (NCOSS) which includes Outdoor Recreation Facilities and permits the proposed district playing fields.

Section 3.2.4.4 of the National Capital Plan (Permitted land uses within Hills, Ridges and Buffer Spaces), states, in part:

*The range of uses permitted in the Hills, Ridges and Buffer Spaces part of the NCOSS is as follows:*

- *Outdoor Recreation Facility (not including stadiums, showgrounds, racecourses, motor racing)*

**4. Value for money**

The likely development scenario has been discussed earlier in this paper. The proposed acquisition is seen to significantly add value to the developable land with Molonglo 3 by the provision of necessary community infrastructure in adjacent lands as well as reducing the risk to Government by ensuring that major capital works supporting land release can be constructed in the required timeframe for land release in Molonglo Stage 3.

**4.1 Preliminary Land Valuation**

The LDA engaged Knight Frank to undertake an independent preliminary valuation assessment of Wintergarden Estate as a rural property operating within the Hills, Ridges and Buffers land use policies of both the Territory Plan and the National Capital Plan.

Given the short timeframe of advertising the property for sale, Knight Frank has not as yet had the opportunity to access the site and provide final valuation advice. In lieu of providing advice prior to the auction date, [REDACTED] of Knight Frank has provided the following preliminary estimate of the property's value:



The LDA Board's approval to participate in the auction would be contingent on a valuation being provided prior to the auction. Prior to auction, it is proposed that the valuation will be confirmed and a limitation on the maximum bid price be determined by the LDA CEO, being within the CEO's delegation and limited to a value set out as follows:

- Given that the property is being sold through an auction process the "market value" will depend on the reserve set by the owner and desire from other bidders to secure the land. As the LDA has potential to realise significantly greater value by enabling additional land in Molonglo 3 to be used for residential purposes it is considered that a 20 per cent premium above the independent valuers valuation would be a reasonable limit to securing the land. For example, based on a 20 per cent limit on \$2.5 million the maximum bid price by the LDA would be \$3.0 million ex GST.

It is noted that the Land Acquisition Policy Framework Direction requires acquisitions above \$5 million to be agreed by the Minister for Economic Development based on a business case that has been provided to Treasury. Given the timeframe it will not be possible to undertake this approval process. Notwithstanding, the value of this property is not expected to reach this limit, however if the valuers estimate (including the 20 per cent limit) were to reach or exceed the \$5 million threshold, the LDA would not be able to participate in the auction of the property as there would be insufficient time to satisfy the requirements of the Land Acquisition Policy Framework for land purchases above the \$5 million threshold.

It is intended that the purchase would be exclusive of stock, plant and equipment not fixed to the site.

## 4.2 Financial

The development of the District Playing Fields on either Block 1492 or 1587 Belconnen, rather than within the residential zoned land in Molonglo 3, will provide approximately 20 ha of additional developable land for residential purposes in Molonglo 3.

The cash value of the 20 ha of land located close to the Glenloch interchange as an "Englobo sale", based on the recent price for Denman Prospect 2 is [REDACTED]. Further, if the LDA developed the 20 ha as an LDA Residential estate the area would yield in the order of [REDACTED] single residential sites. The sale of the [REDACTED] sites has the potential to provide a net surplus to the LDA in the order of [REDACTED].

As previously mentioned, an environmental offset utilising potentially 15 to 20 ha of the property can realise land in other LDA developments for higher order development with an estimated land value in the order of [REDACTED].

The infrastructure proposed adjacent to William Hovell Drive that effects the Wintergarden Estate will in all likelihood occur irrespective of whether the LDA acquires the property. If the land is

acquired by a third party the Territory will be required to negotiate with the owner for the acquisition of land necessary for its needs. This process may introduce risks to the Territory in securing land within a timeframe that will facilitate the delivery of necessary infrastructure works. Acquiring the property now creates a commercial advantage as it allows the Territory flexibility to design a solution for these infrastructure works without the need to include consideration of a third party whose interest would be unlikely to align with the Territory's.

Additionally, the purchase of the site will enable the District Playing Fields and the Residential Estate to be developed separately, in accordance with demand for the facilities. Other uses for the residual land would also provide a potential return to the LDA either through the direct management of the land under some form of commercial license arrangement, or through the land having other values that can be used to offset a higher usage of land in other LDA estates. These uses may include:

- ***Horse Agistment Paddocks***

TaMS and the LDA have held discussions regarding the current need for horse agistment areas in several locations around Canberra. The Wintergarden Estate blocks would be suitable for this purpose with the possibility of management facilities already established on Block 1492 and Block 1491 containing structures that could be adapted for a commercial operation. Offering facilities in this area provides greater opportunity to relocate existing facilities from future development areas such as Stromlo and West Belconnen.

- ***Community Garden***

Community gardens would be compatible with the current land use in both the National Capital Plan and Territory Plan. Community gardens have considerable benefit in encouraging residents to grow their own vegetables and fruit where there is insufficient room on their own blocks as well as fostering a keen interest in gardening techniques. It also offers opportunities for residents to interact and foster a community spirit.

- ***Other Uses***

Other uses would be possible on Wintergarden Estate in accordance with the list of land uses acceptable in the Hills, Ridges and Buffer Spaces land use policy.

If successful in the acquisition, the LDA would work closely with CMTEDD and Environment and Planning Directorate (EPD) to ensure the best possible fit for any arterial roads, adjacent land uses and playing fields, given the constraints and impacts on surrounding residential development and housing affordability.

## **5. Issues and Risk Management**

The Planning and Development (Land Acquisition Policy Framework) Direction 2014 (No 1) (the Framework) provides the principles that are to govern the exercise of the LDA functions under the Act while supporting the ACT Government's Statement of Governance Arrangements for the LDA.

The Framework requires all proposed acquisitions to be assessed against the principles and associated tests. Clause 2.2.1a. proscribes that for all land acquisitions below \$5 million, agreement by the LDA Board is required with advice to the Minister for Economic Development. As noted above, it is proposed that acquisition of Wintergarden Estate be limited to the threshold described in Clause 2.2.1a.

An initial desktop due diligence assessment has been conducted by the Development Ready (Estates) unit of LDA on Wintergarden Estate to inform the Executive regarding the land's suitability for strategic acquisition.

## COMMERCIAL IN CONFIDENCE

The desktop due diligence study considered a range of opportunities and constraint parameters including the following:

1. *Lease parcels and operational history*
2. *Land custodianship*
3. *Existing constraints including the bulk water supply main from Stromlo*
4. *Current servicing infrastructure*
5. *Possible site contamination*
6. *Possible Aboriginal and European heritage constraints (but not natural heritage)*
7. *Possible bushfire impacts*
8. *Major infrastructure concept plans for water supply, sewer, storm water and electricity*
9. *Possible tree / ecological constraints*
10. *Arterial road options and land uses*
11. *Topographic Survey*
12. *Environmental clearances*
13. *National Capital Plan*
14. *Territory Plan*

The extent of the study to date has provided a good level of understanding of issues and risks associated with the acquisition of the property. Depending on the ultimate development options there will be costs associated with progressing works on the land. These costs have or would be considered in the proposed augmentation or relocation of infrastructure that affects this land.

As the land has been used for rural purposes for some time there is a high likelihood that farm chemicals have been used on site. Proper testing is recommended where any works or public accessible areas are to be proposed. Contamination may be present, however this would not necessarily restrict development as previous experience has shown that it can be managed. On the assumption that there may be a sheep dip and or asbestos present, the estimate of costs to remediate is in the order of \$1.0 to \$1.5 million based on previous experience. If it was necessary to remediate, these costs would not be immediate and would likely only occur as development on the site proceeded.

Proposed acquisitions under the Land Acquisition Policy Framework are to be assessed against the 9 tests set out in the Framework, these are:

**Test 1:** *An intended outcome has been identified for the proposed acquisition site.*

**Response:** The intended outcome provides for the efficient provision of major infrastructure works for Molonglo 3 adjacent to William Hovell Drive. It also allows for the consideration of other land use opportunities consistent with the current land use zoning.

**Test 2:** *The intended outcome for the proposed acquisition advances the Government's land development policies as set out in the ACT Planning Strategy and any other relevant Government strategic spatial planning documents and requirements.*

**Response:** The intended outcome allows for the orderly planned and programmed release of land in Molonglo 3 to proceed without delays, to accommodate significant infrastructure services to connect to Molonglo 3 and to allow for compliant development opportunities with the current land use.

**Test 3:** *The intended outcome for the proposed acquisition is consistent with the Statement of Government Policy for the Land Development Agency.*

**Response:** The proposed acquisition supports the key deliverables under the Statement of Government Policy for 2016-17, including

COMMERCIAL IN CONFIDENCE

## COMMERCIAL IN CONFIDENCE

- Contribute to the strategic delivery of Government policies and priorities including those related to land development, urban and public housing renewal, suburban sustainability, strategic acquisitions, the asbestos response, housing affordability and urban intensification, particularly along the Capital Metro corridor.
- Deliver high quality, sustainable developments, including public realm and community development.
- Deliver an adequate and diverse supply of land for construction and developments in the Territory that meets market demand and anticipates demographic changes.

**Test 4:** *The intended outcome for the proposed acquisition is consistent with any other relevant Government policies.*

**Response:** The intended outcome for the proposed acquisition is consistent with a range of Government policies, including enabling increased land supply for housing and provision of community infrastructure.

**Test 5:** *The proposed purchase price for the site is consistent with the independent market valuation.*

**Response:** Prior to committing to participate in the auction an independent market valuation will be obtained. The preliminary valuation indicates a valuation in the order of \$2.0 million to \$2.5 million (excluding GST, stock, plant and equipment).

**Test 6:** *If a commercial outcome is sought from the proposed acquisition site, a business case has been prepared that demonstrates that a satisfactory commercial return will be realised, taking into consideration any holding costs, redevelopment costs, and opportunity costs.*

**Response:** This paper provides the business case for the proposed acquisition and demonstrates that a satisfactory commercial return will be realised within Molonglo 3 beyond that which could be considered if the proposed site is not acquired.

**Test 7:** *If a non-commercial outcome is sought from the proposed acquisition site, any holding costs, redevelopment costs, and opportunity costs have been demonstrated to be reasonable and not onerous.*

**Response:** The proposed acquisition allows for a non-commercial outcome from the site and any holding costs, redevelopment costs, and opportunity costs based on the level of due diligence investigations undertaken to date are expected to be reasonable and not onerous. This investment allows for a greater return in the area where these facilities would otherwise be provided.

**Test 8:** *The proposed acquisition will not expose the Territory to risks that are not able to be appropriately managed.*

**Response:** The proposed acquisition will not expose the Territory to risks that are not able to be appropriately managed. Acquisition will result in immediate management of the property either through a short term licence or lease until such time as higher order uses are identified and agreed.

**Test 9:** *The intended outcome for the proposed acquisition is reasonably achievable.*

**Response:** The intended uses of the land are consistent with those proposed within the planning legislation. If the land is acquired, the LDA is in a position to make an application to allow any proposed development to occur on the land. Therefore the intended outcome for the proposed acquisition is reasonably achievable.

## COMMERCIAL IN CONFIDENCE

## **Recommendations**

That the LDA Board:

1. Note the intended outcomes, and supporting reasoning, for purchase of Wintergarden Estate.
2. Note that the proposed acquisition has been assessed as meeting all tests under the Land Acquisition Policy Framework.
3. Note that a preliminary valuation of the site is in the order of \$2 million to \$2.5 million excluding GST and that final valuation advice will be provided following an inspection of the property on 11 July 2016.
4. Agree to set an upper purchase limit of \$3 million excluding GST, inclusive of a 20 per cent premium which recognises the strategic and financial opportunity of the proposed purchase.
5. Agree that, subject to the final valuation advice being within the upper limit, the LDA participate, via an agent, in the auction on 14 July 2016 with a view to acquiring the Wintergarden Estate (Blocks 1491, 1492 and 1587 District of Belconnen),
6. Agree that further advice be provided to the Board if the final valuation advice is above the upper limit agreed by the Board.

Tom Gordon  
Executive Director, Greenfield  
Land Development Agency  
8 July 2016

## **ATTACHMENTS**

Attachment A – All Homes Advert

Attachment B – Site Location Plan

Attachment C - Strategic Direction Map - Canberra Spatial Plan

Attachment D – Lease



## Cook Blocks 1491, 1492 & 1587

257 Acres

### The Wintergarden Estate

Situated in a serene and sublime position nestled between the resplendent foothills of Mt. Painter and The Pinnacle is this unparalleled Eastern Belconnen Estate. The estate is set on a sprawling and gentling undulating acreage spread over three adjoining parcels of land within a short reach of the Cosmopolitan Centre of the Nation's Capital. The abundance of varying potential prospects for the use of the estate encompass residential, commercial and agricultural opportunities\*. We invite all prospective purchasers to conduct their personal due-diligence pertinent to the acquisition of the estate before entering into negotiations with Harcourts.

This estate is an audacious juxtaposition to the intrinsic 'progress' orientation of the Capital Region, a remarkable opportunity to secure an archetypal Australian Country Estate with the urban privileges of a suburban residence. Commercially, the estate offers an astounding opportunity to secure a vast amount of land with unique possibilities adjacent to the major town centres of the Nation's capital.

\* Subject to the approval from the National Capital Authority and the ACT Government. Also with strict adherence to the guidelines stipulated in the National Capital Plan and the Territory Plan

### Auction

Thursday 14 July 6:00 PM (Invitation ONLY)  
(Margaret Whitlam Pavilion)  
All bidders must be registered by 5:00PM 13 July 2016.

View [www.harcourts.com.au/NKN2459](http://www.harcourts.com.au/NKN2459)

**Rhys Summergreene**

M 0419 650 993

[rhys.summergreene@harcourts.com.au](mailto:rhys.summergreene@harcourts.com.au)

**Sandy Funston**

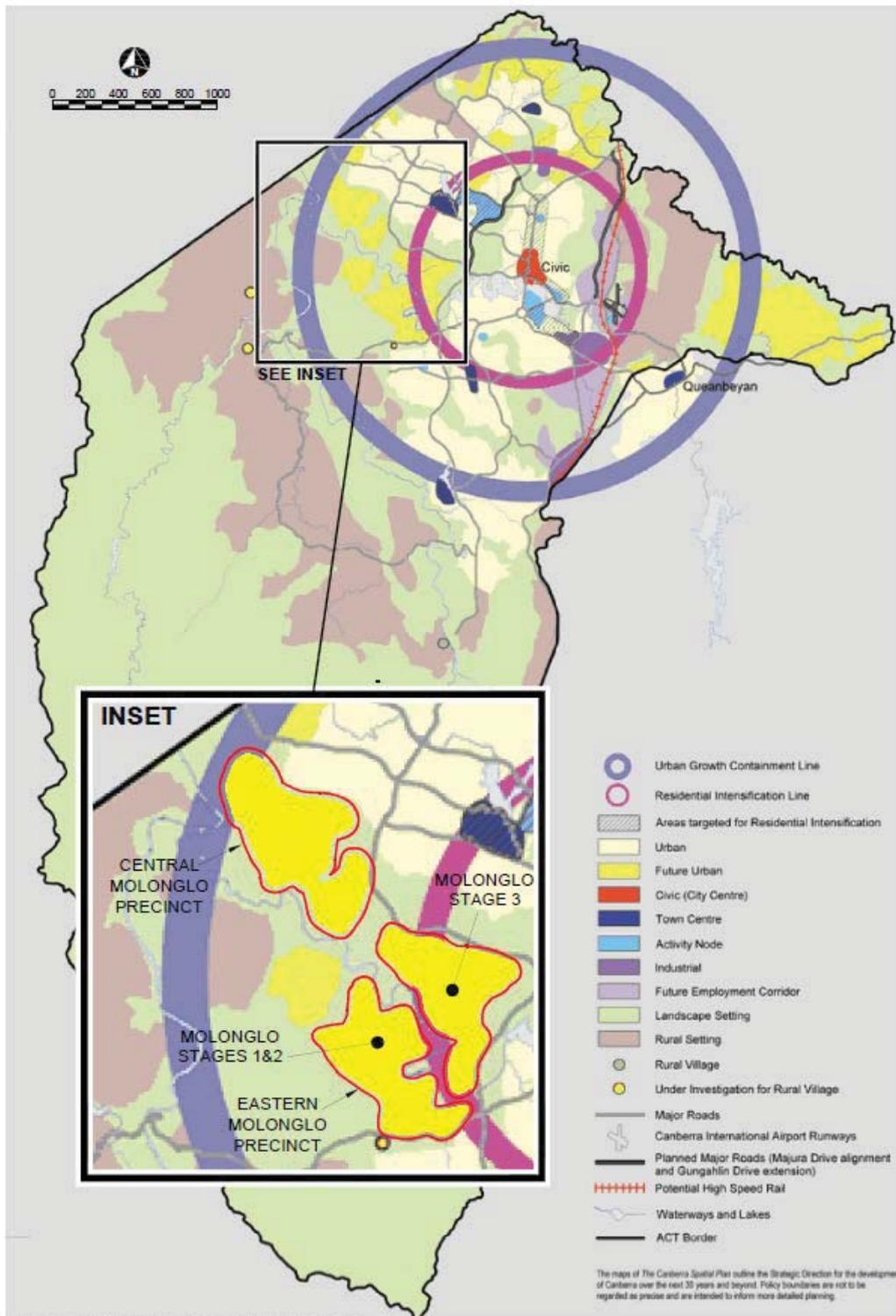
M 0414 629 996

[sandy.funston@harcourts.com.au](mailto:sandy.funston@harcourts.com.au)

Harcourts Kingston/Manuka



DRAWING TITLE	RURAL BLOCKS 1491, 1492 & 1587 BELCONNEN	PROJECT NUMBER: P01376
PROJECT	BELCONNEN	
DIRECTORATE/DEPARTMENT	 ACT Government	 Land Development Agency CANBERRA FIRST
SCALE		



Strategic Direction Map - Canberra Spatial Plan

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- Confirmation of the site's suitability for a playing field and similar infrastructure.
- A business case setting out an expected market value of the site, as well as ongoing costs.
- Addressing the requirements for compliance with the Land Acquisition Policy Framework.



Action Item 154.6.1	Proposed strategic land acquisition – Wintergarden Estate
	<ul style="list-style-type: none"><li>• A paper to be drafted for circulation to Board members for out of session consideration of the proposed purchase of Wintergarden Estate. The paper is to include information requested by the board, as well as address all requirements set out under the land acquisition policy framework.</li><li>• Arrangements to be made for a possible extraordinary meeting of the Board to be held early in the week commencing 11 July 2016 if required following out of session consideration of the paper.</li></ul>

RESOLUTION

The Board agreed:

- Subject to the provision of the additional advice requested by the Board, the proposed acquisition will be considered 'out of session'.

154.6.2

Meeting Outcomes for Discussion with the Minister for Urban Renewal

The following items to be discussed at the fortnightly meeting between the Minister for Urban Renewal and the Chief Executive Officer:

- a) Government position on cross border development opportunities.
- b) Prospective strategic land acquisition strategy
- c) Achievement of revenue and dwelling release targets.
- d) Possible strategic purchase of property in Belconnen.

AKA CM.

The meeting adjourned at 14:25 to farewell Mr Tonkin.

The next meeting of the Board is scheduled for 28 July 2016.

The minutes of Land Development Agency Board meeting 154, held on 30 June 2016, were accepted as an accurate record of the meeting.

Mr Ross Barrett  
Chair

30/6/16 Meeting

155.1.4

Confirmation of Minutes of the Previous Meeting/s

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RESOLUTION

The Minutes of Board Meeting 154 held on 30 June 2016 were **approved**, subject to the following amendments:

- a) At Agenda Item 154.2.6. – Policy Position on Cross-border and Inter-jurisdictional Land Development Opportunities: Action Item to be revised to read *beyond border development opportunities* in place of the term *cross border*.
- b) At Agenda Item 154.2.8 – Revised Process for the Development and Amendment of the Indicative Land Release Program: Revised Indicative land release program process maps to be circulated to the Board.
- c) At Agenda Item 154.2.7 – Prospective Strategic Acquisition Program: Remove the words *for example, as leases expire*.

155.1.4.1

Confirmation of Minutes of extraordinary Board meeting – 12 July 2016

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RESOLUTION

The Minutes of the Extraordinary Meeting of 12 July were **approved**, which included the Board's resolution to participate in the potential acquisition of the *Wintergarden* site in Belconnen. In relation to the proposed acquisition, it was noted that the sale was not yet finalised but terms and conditions had been agreed including an ongoing (family) tenancy for up to 10 years.

155.1.4.2

Resolutions Carried Out-of-session

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The following resolution was carried out-of-session:

RESOLUTION

On 18 July 2016, endorsement was sought from the Board in relation to the LDA acquiring the *Wintergarden estate* (Blocks 1491, 1492 and 1587 District of Belconnen). Members were requested to indicate their support (or otherwise) by 19 July 2016.

The Board approved the LDA to exchange a Contract for the purchase of the *Wintergarden estate* for a price of \$4.0 million (GST exclusive).

155.1.5

Matters Arising from Previous Minutes

---

The status of Matters Arising was noted. Ms Hargreaves provided advice on item 21 which was then complete.

The Board:

1. Noted the status of the matters arising from previous minutes.
2. Agreed that those action items that have been completed or agreed to be closed be removed from the list.



## LAND DEVELOPMENT AGENCY EXTRAORDINARY BOARD MEETING, 12 July 2016 Adopted Minutes

**Present:** Mr Ross Barrett (Chair), Ms Sandra Lambert (Deputy Chair), Mr David Dawes, Ms Cherelle Murphy, Ms Chris Purdon and Mr Jim Shonk

**In Attendance:** Mr Tom Gordon (Executive Director, Greenfield) and Mr Chris Wilson (Director, Office of the Chief Executive Officer), Lucy Devitt (Secretariat).

**Apologies:** Nil

**Secretary:** Mr Chris Wilson

### MEETING OPENING

#### 1.1 Welcome and Review of Attendance

The Chair declared the meeting open at 14:17 and welcomed those in attendance.

The Chair welcomed Ms Cherelle Murphy to her first meeting of the Land Development Agency (LDA) Board.

Nil apologies were received.

#### 1.2 Confirmation of Agenda

The Board confirmed the agenda. No additional agenda items were requested.

#### 1.3 Declaration of Conflicts of Interest

No conflicts of interest were declared.

### MATTERS FOR APPROVAL/ENDORSEMENT

#### 2.1 Possible Strategic Acquisition - 'Wintergarden Estate' Belconnen

Mr Gordon spoke to the paper:

- A final valuation has not yet been received, but is expected to be available later in the day. In discussion with the valuer, the valuer anticipated a valuation range between \$2.75 million and \$3.25 million.

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- The proposed acquisition presents a range of potential strategic and financial benefits, as set out in the paper.
- Depending on the final valuation, the LDA proposes that agreement be given to an additional negotiation margin above the valuation, reflecting the strategic and financial opportunities.
- Clauses of note in the contract for sale include a requirement for the buyer not to delay; and a clause relating to the property being 'stigmatised' due to unlawful incidents on the land between 1991 and 2003 resulting in a criminal indictment. The Board requested that potential intersection between the sale contract and the Children and Young People Act be considered prior to progressing any proposed purchase of the property.

- If the LDA were to participate in the auction, it is first required to register with the agent. Registration by the LDA would likely become publicly known.
- The Board noted that the LDA's participation in a public auction may receive public scrutiny.

The Board requested that future strategic acquisition proposals to the Board also include information on the following:

- Potential alternative acquisition methods, including compulsory acquisition/lease withdrawal.
- Details of holding costs for the land.
- Supporting advice with regard to the number of valuations sought/received.

### RESOLUTION

The Board:

- agreed, in-principle, to the proposed acquisition of 'Wintergarden Estate' Belconnen, with the following strategy for progressing the possible acquisition:
  - Confirmation of advice from the Chief Executive Officer as to a Government position on the proposed acquisition;
  - Subject to receipt of the final valuation, a negotiation margin of 10 per cent above the valuation advice, reflecting the strategic and financial benefits the purchase would generate for the Canberra community.
  - The LDA to contact the agents, by way of letter, to negotiate the possible purchase of the property, prior to auction, with the letter to include the following:
    - The LDA's intention to utilise parts of the property for civil and infrastructure works in the medium term (with a map of the areas proposed to be utilised);
    - An offer for the vendor to nominate a price at which they would be prepared to sell the property prior to auction;
    - A proposal by the LDA to leave the vendor in possession of the property under a licence, at a nominal licence fee, for a period of five to ten years, should the LDA successfully purchase the property at a mutually acceptable price.
  - Subject to the vendor's response, the LDA to seek to register to participate in the auction and, if the registration is accepted, bid to purchase the property up to the agreed negotiation limit;

## Proposal for Strategic Land Acquisition 'Wintergarden Estate' Belconnen



### 1. Purpose

To seek the Board's agreement to the LDA acquiring the Wintergarden Estate (Blocks 1491, 1492 and 1587 District of Belconnen).

### 2. Background

On 11 July 2016 the Board met and agreed to the LDA participating in the public auction of the Wintergarden Estate on 14 July 2016.

As noted at the 11 July 2016 meeting, the Wintergarden Estate is a rural property covering a total of 104.17 hectares (ha) of land adjacent to the suburbs of Weetangera and Cook and located along Coulter Drive and north of William Hovell Drive.

The valuation of the property provided by Knight Frank Commercial Valuers considered the value to be between \$2.75 million and \$3.25 million (GST free).

The Board agreed, in-principle, to the proposed acquisition of 'Wintergarden Estate' Belconnen, with the following strategy for progressing the possible acquisition:

- Confirmation of advice from the Chief Executive Officer as to a Government position on the proposed acquisition;
- Subject to receipt of the final valuation, a negotiation margin of 10 per cent above the valuation advice, reflecting the strategic and financial benefits the purchase would generate for the Canberra community.
- The LDA to contact the agents, by way of letter, to negotiate the possible purchase of the property, prior to auction, with the letter to include the following:
  - The LDA's intention to utilise parts of the property for civil and infrastructure works in the medium term (with a map of the areas proposed to be utilised);
  - An offer for the vendor to nominate a price at which they would be prepared to sell the property prior to auction;
  - A proposal by the LDA to leave the vendor in possession of the property under a licence, at a nominal licence fee, for a period of five to ten years, should the LDA successfully purchase the property at a mutually acceptable price.
- Subject to the vendor's response, the LDA to seek to register to participate in the auction and, if the registration is accepted, bid to purchase the property up to the agreed negotiation limit;

Consistent with the Board's agreement, an offer was made to acquire the property prior to the auction. On 13 July the agent for the vendor responded with an offer of [REDACTED] as the purchase price, which was rejected by LDA. On the following day the agent responded again with an offer of [REDACTED] which was again rejected, with LDA noting an intention to attend the auction later that day.

The LDA attended the 14 July 2016 auction and was unsuccessful. The top bid at the auction of [REDACTED] failed to reach the reserve of [REDACTED], which was disclosed during the auction after the bidding had stalled. The LDA's highest bid was [REDACTED].

Subsequent negotiations with the highest bidder by the agent failed to agree to a price and the LDA were advised that the vendor was interested in negotiating with LDA and others that had shown an interest in the property.

The LDA met the vendor's agent on 15 July 2016 and discussed the possible acquisition. Consistent with discussions with the LDA Chair, CEO and Deputy CEO prior to the meeting, an offer allowing continued residency for a 5 to 10 year period and the LDA agreeing to a [REDACTED] deposit with an authority to release the deposit on exchange of Contracts was proposed by the LDA with a request that the vendor advise what their selling price would be. The agent has responded on 17 July 2016 with an offer of [REDACTED] under the above terms.

### 3. Issues

At the 11 July 2016 of the LDA Board noted the strategic and financial benefits the purchase would generate for the Canberra community recognising that the value to the Territory would clearly be above the valuation advice, which was based on the current rural usages. The paper provided to the Board on 11 July 2016 indicated significant uplift in value to the LDA land held in Molonglo 3 as a result of placing public facilities such as sporting fields within the Wintergarden Estate.

**Extract from 11 July 2016 Board Paper:**

*The cash value of the 20 ha of land located close to the Glenloch interchange as an "Englobo sale", based on the recent price for Denman Prospect 2 is [REDACTED]. Further, if the LDA developed the 20 ha as an LDA Residential estate the area would yield in the order of [REDACTED] single residential sites. The sale of the [REDACTED] sites has the potential to provide a net surplus to the LDA in the order of [REDACTED].*

The highest bid at the 14 July auction was [REDACTED], despite this bid not securing the property it establishes an indicative market value. Consistent with the Board's earlier agreement to a negotiation margin above the valuation, the current offer of [REDACTED] by the vendor is approximately [REDACTED] above the 'market value' of [REDACTED]. Board agreement is sought to progress the purchase on these terms, noting the significant strategic and financial benefits the purchase would generate.

### 4. Recommendations

That the LDA Board:

1. Agree that the LDA exchange a Contract for the purchase of the Wintergarden Estate for a price of [REDACTED] (GST free) under the terms noted in this paper.

Tom Gordon  
Executive Director, Greenfield Land Development Agency  
18 July 2016



**ACT**  
Government

Economic Development



Land  
Development  
Agency

CANBERRA FIRST

ABN 204 199 255 79

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Dickson ACT 2602

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Email [lda@act.gov.au](mailto:lda@act.gov.au)  
Web [www.lda.act.gov.au](http://www.lda.act.gov.au)

Ms Sharon Harmer  
Rural Leasing – Assistant Manager  
Environment and Planning Directorate  
GPO Box 1908  
CANBERRA ACT 2601

Dear Ms Harmer

**■■■■■ APPLICATION FOR TRANSFER OF BLOCKS 1491, 1492 and 1587 Belconnen**

I refer to our previous discussions in relation to the transfer of Blocks 1491, 1492 and 1587 Belconnen (Land) by ■■■■■ the Lessee) to the Land Development Agency.

The Land Development Agency (LDA) supports the transfer by the Lessee of the Land to the LDA.

The LDA confirms that it will undertake to enter into a new land management agreement (to be approved by you) within six months of the transfer date for the Land if required by the Environment and Planning Directorate.

If you have any questions in relation to this letter please do not hesitate to contact me.

Yours sincerely 

■■■■■  
Tom Gordon  
Executive Director  
Land Development Agency

19/08/2016

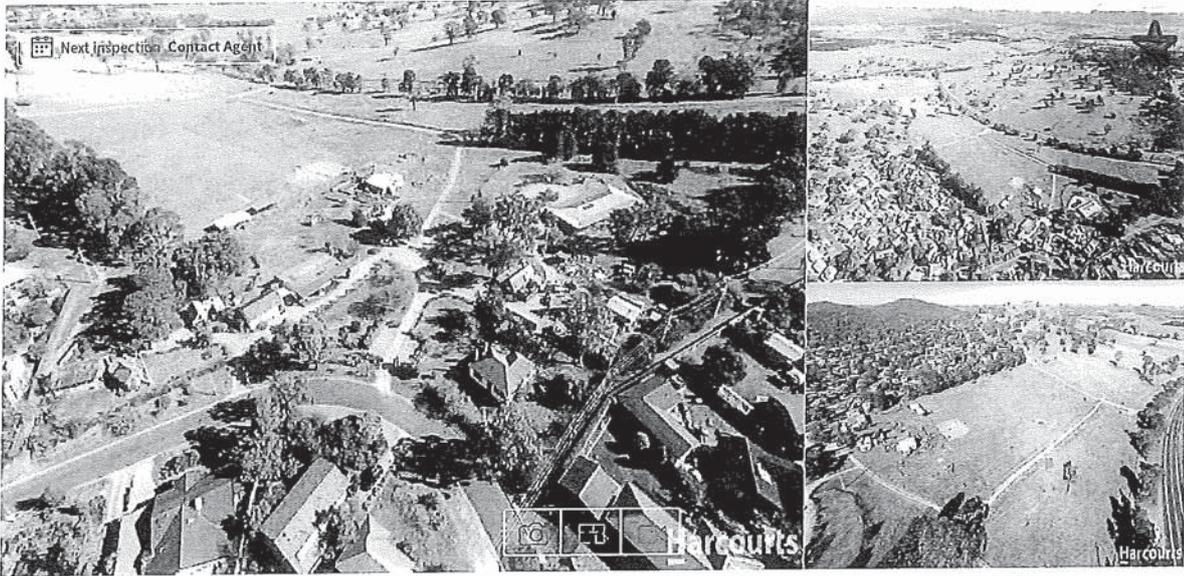
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-  - Bed
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 Harcourts Kingston / Manuka

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Email agent



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**The Wintergarden Estate**

**AUCTION (Invitation Only).**

All bidders must be registered by 5:00PM 29 June 2016.

Rhys Summergreene and Sandy Funston from Harcourts Kingston/Manuka are very proud to present The Wintergarden Estate for sale by way of Auction. Auction to be held at 6:00pm on Thursday 30th June at Margaret Whitlam Pavilion, National Arboretum.

The estate for sale comprises of blocks: 1491, 1492 and 1587 in the Deposited Plan 9789 in the division of Rural Belconnen, a total of 104.2 hectares or 257 acres (approx).

The abundance of varying potential prospects for the use of the estate encompass residential, commercial and agricultural opportunities\*. We invite all prospective purchasers to conduct their personal due-diligence pertinent to the acquisition of the estate before entering into negotiations with Harcourts.

Situated in a serene and sublime position nestled between the resplendent foothills of Mt. Painter and The Pinnacle is this unparalleled and unsurpassable Eastern Belconnen Estate. The Wintergarden Estate is set on a sprawling and gentling undulating acreage spread over three adjoining parcels of land within a short reach of the Cosmopolitan Centre of the Nation's Capital.

From early beginnings after European exploration in the area after 1820, the legacy of the estate is synonymous with the iconic pioneering families of the pre-federation Capital Region. Steeped in rich agricultural and architectural history, this extraordinarily rare estate has buildings onsite dating back to the illustrious mid-Victorian era, the Edwardian Era, the Interwar era and also through to bespoke architectural examples of the Modern Era.

This estate is an audacious juxtaposition to the intrinsic 'progress' orientated style of the Nations Capital, a remarkable opportunity to secure an archetypal Australian Country Estate with the urban privileges of a suburban residence. Commercially and Agriculturally, the estate offers an astounding opportunity to secure a vast amount of land with unique potential possibilities, adjacent to the major town centres of the Nation's Capital.

**Blocks:**

- 1491: 6.49 hectares (16.04 acres)
- 1492: 72.92 hectares (180.20 acres)
- 1587: 24.77 hectares (61.21 acres)



SWITCH TODAY FOR UP TO 12% OFF OUR ELECTRICITY USAGE CHARGES. SWITCH NOW

\* Subject to the approval from the National Capital Authority and/or the ACT Government. Also with strict adherence to the guidelines stipulated in the National Capital Plan and the Territory Plan.

Property details

Property type: Acreage / Semi-Rural  
Read less ^

My notes

Google

**Allianz** Need a Home Insurance quote? Allianz can help > [Get a quick quote](#)

Inspection & auction times

Inspections by appointment

Auction Thursday 30 Jun

6:00PM

Margaret Whitlam Pavillon

No inspections scheduled. Enquire with the agent

Contact agent

You have inspections for 0 property in your planner

Can I afford this?



Example price	My deposit	Loan term	Amount I'll borrow	Interest rate
\$ 500000	\$ 100000	30	Years \$ 400000	4.75% p.a.* Comparison rate 5.17% p.a.#

\$2,086.59/month

Calculate

What you need to know about this estimate

Find out more

How much could I borrow?

Local school catchments

- All
- Primary
- Secondary
- Other

1.39 km away  
Aranda Primary School

Co-edGovernment  
Address  
1 Banambila St Aranda ACT 2614

Phone  
02 6142 3030

Website  
<http://www.arandaps.act.edu.au>

Email  
[info@arandaps.act.edu.au](mailto:info@arandaps.act.edu.au)

0.96 km away  
Macquarie Primary School

Co-edGovernment  
Address  
46 Bennelong Cres Macquarie ACT 2614

Phone  
02 62056077

Website  
<http://www.macquarieps.act.edu.au>

Email  
[info@macquarieps.act.edu.au](mailto:info@macquarieps.act.edu.au)

1.17 km away  
Canberra High School

Co-edGovernment  
Address  
4 Bindubi St Macquarie ACT 2614

Phone  
02 62057000

Website  
<http://www.canberrahs.act.edu.au>

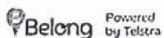
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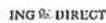
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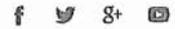
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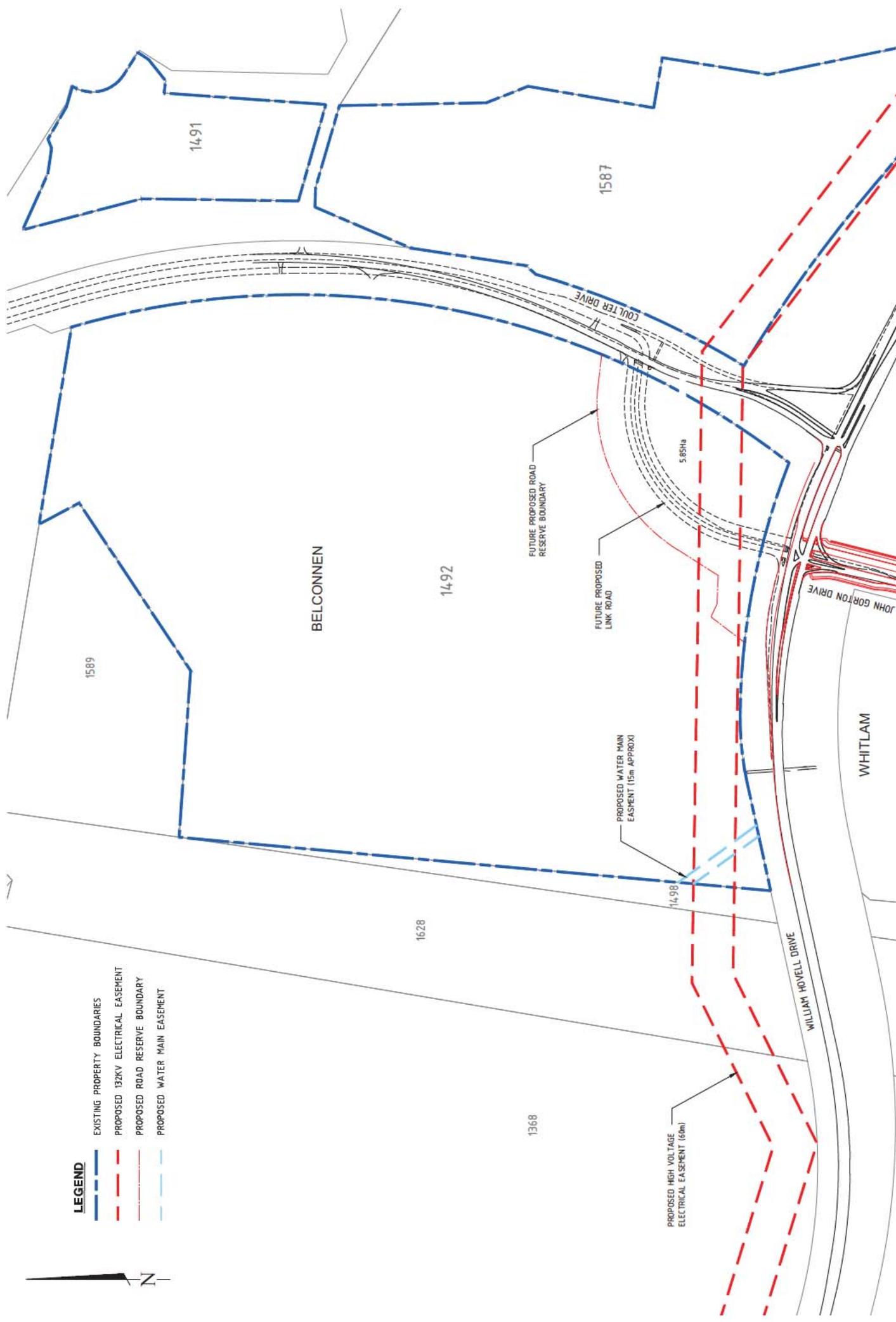
<b>States</b>	<b>Capital Cities</b>	<b>Capital Cities - Rentals</b>	<b>Popular Areas</b>	<b>Domain</b>	<b>Fairfax Network</b>
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<a href="#">Western Australia</a>	<a href="#">Perth real estate</a>	<a href="#">Perth rental properties</a>	<a href="#">East Melbourne</a>	<a href="#">Suburb Profiles</a>	<a href="#">WA Today</a>
<a href="#">South Australia</a>	<a href="#">Adelaide real estate</a>	<a href="#">Adelaide rental properties</a>	<a href="#">Bayside Melbourne</a>	<a href="#">Privacy policy</a>	<a href="#">Canberra Times</a>
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<a href="#">Northern Territory</a>	<a href="#">Darwin real estate</a>	<a href="#">Darwin rental properties</a>	<a href="#">Upper North Shore</a>	<a href="#">Tracking &amp; targeting policy</a>	

Partners:



**LEGEND**

-  EXISTING PROPERTY BOUNDARIES
-  PROPOSED 132KV ELECTRICAL EASEMENT
-  PROPOSED ROAD RESERVE BOUNDARY
-  PROPOSED WATER MAIN EASEMENT



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**MOLONGLO 3 PROPOSED TRANSPORT AND UTILITY INFRASTRUCTURE**  
 BLOCKS 1491, 1492 AND 1587  
 15-003251-SK001 +

FILE NUMBER: 00251491-00251492-00251587 DATE: 15/06/2015  
 REF: PLOT 0-00251491

## **BELCONNEN 1491, 1492 AND 1587**

### **Summary of land uses envisaged in the short term if land became available to the LDA**

#### ***Block Areas (see Plan at Figure 1)***

1492 = 72.925ha (west of Coulter Drive)

1587 = 24.774ha (east of Coulter Drive)

1491 = 6.492ha (Cook edge)

Total Area = 104.191ha

Block 1492 is subject to a withdrawal of 3.6ha for possible road construction

Block 1587 is subject to a withdrawal of 0.9ha in the south west corner of the block for possible road construction.

#### ***Possible Land Use Scenario (see Plan at figure2)***

Taking the list of possible land uses mentioned in the Board submission, the following is a quick summary of a possible scenario.

- District playing fields – approximately 20ha
- Ecological as possible environmental offset linking areas of potential box gum woodland – 25ha
- 132kV possible overhead easement at 60m wide – approximately 7.36ha
- Coulter Drive/ John Gorton Drive/ William Hovell Drive alignment
  - if left in the current configuration – 5.85ha
  - If reworked in conjunction with John Gorton Drive south of William Hovell Drive – maybe 2.5ha (elevated over William Hovell Drive as one solution)
- Water main in far south western corner of 1492 = 0.2ha but note the earlier location of this main was more direct from the Weetangera Reservoir to the intersection of John Gorton Drive and William Hovell Drive and would have taken more land.
- Community facility such as a community garden could be located on Block 1491 which has an area of 6.49ha. There are other uses that could also be included that fit within the Hill Ridges and Buffer Spaces zoning in the National Capital Plan.

#### ***Molonglo 3 south of William Hovell Drive***

***The existing 132kV power line*** cutting through the future urban area takes up 27.6ha of urban capable land. This land is capable of residential development at an average density of 15 dwellings per ha. The “easement” width through urban areas for the existing line is 60m and this line has a

length of 4.6 kilometres. This land is freed up by re-routing the power line along the northern edge of William Hovell Drive and rejoining the existing line at the Kama edge.

By placing the district playing fields outside Molonglo 3 releases the original area within Molonglo 3 to residential development. The area released equates to approximately 20ha and at a residential dwelling density of around 20 to 30 dwellings per ha or higher, significantly aids the problem of dwelling block loss brought about by the loss of developable land by other actions and community needs.

Dave Richardson

15 July 2016







## Cook Blocks 1491, 1492 & 1587

257 Acres ☒

### The Wintergarden Estate

Situated in a serene and sublime position nestled between the resplendent foothills of Mt. Painter and The Pinnacle is this unparalleled Eastern Belconnen Estate. The estate is set on a sprawling and gentling undulating acreage spread over three adjoining parcels of land within a short reach of the Cosmopolitan Centre of the Nation's Capital. The abundance of varying potential prospects for the use of the estate encompass residential, commercial and agricultural opportunities\*. We invite all prospective purchasers to conduct their personal due-diligence pertinent to the acquisition of the estate before entering into negotiations with Harcourts.

This estate is an audacious juxtaposition to the intrinsic 'progress' orientation of the Capital Region, a remarkable opportunity to secure an archetypal Australian Country Estate with the urban privileges of a suburban residence. Commercially, the estate offers an astounding opportunity to secure a vast amount of land with unique possibilities adjacent to the major town centres of the Nation's capital.

\* Subject to the approval from the National Capital Authority and the ACT Government. Also with strict adherence to the guidelines stipulated in the National Capital Plan and the Territory Plan

### Auction

Thursday 14 July 6:00 PM (Invitation ONLY)  
(Margaret Whitlam Pavilion)  
All bidders must be registered by 5:00PM 13 July 2016.

View [www.harcourts.com.au/NKN2459](http://www.harcourts.com.au/NKN2459)

**Rhys Summergreene**

M 0419 650 993

[rhys.summergreene@harcourts.com.au](mailto:rhys.summergreene@harcourts.com.au)

**Sandy Funston**

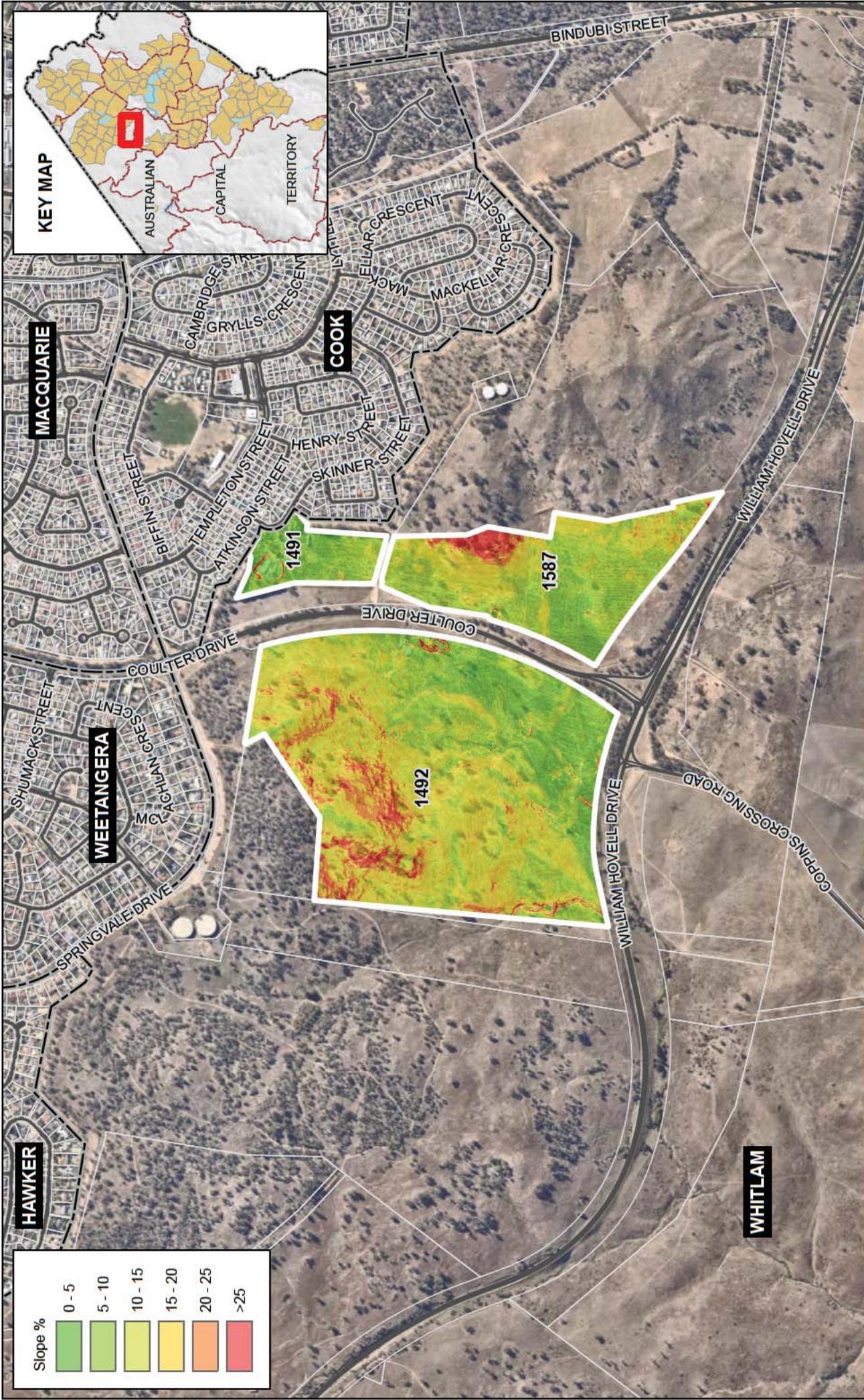
M 0414 629 996

[sandy.funston@harcourts.com.au](mailto:sandy.funston@harcourts.com.au)

Harcourts Kingston/Manuka



<p>DRAWING TITLE</p> <p><b>RURAL BLOCKS 1491, 1492 &amp; 1587 BELCONNEN</b></p> <p>PROJECT NUMBER: P01376</p>	<p>PROJECT</p> <p><b>BELCONNEN</b></p>	<p>DIRECTORATE/DEPARTMENT</p>  <p>ACT Government</p>  <p>Land Development Agency CANNBERA FIRST</p>	<p>SCALE</p>  <p>0 200 400 600 METERS</p>
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**KEY MAP**  
 AUSTRALIAN CAPITAL TERRITORY

**MACQUARIE**

**WEETANGERA**

**HAWKER**

**COOK**

**WHITLAM**

**1491**

**1492**

**1587**

**DRAWING TITLE**  
 RURAL BLOCKS  
 1491, 1492 & 1587 BELCONNEN  
 SLOPE %

**PROJECT**  
 BELCONNEN

**DIRECTORATE/DEPARTMENT**  
 ACT Government  
 Land Development Agency  
 CANTERBURY CITY

**SCALE**  
 0 200 400 600 800 METERS

**PROJECT NUMBER:** P01376



SCALE



DIRECTORATE/DEPARTMENT



PROJECT

BELCONNEN

DRAWING TITLE

EXISTING SERVICES  
1491, 1492 & 1587 BELCONNEN

# Attachment F

## SITE PLAN



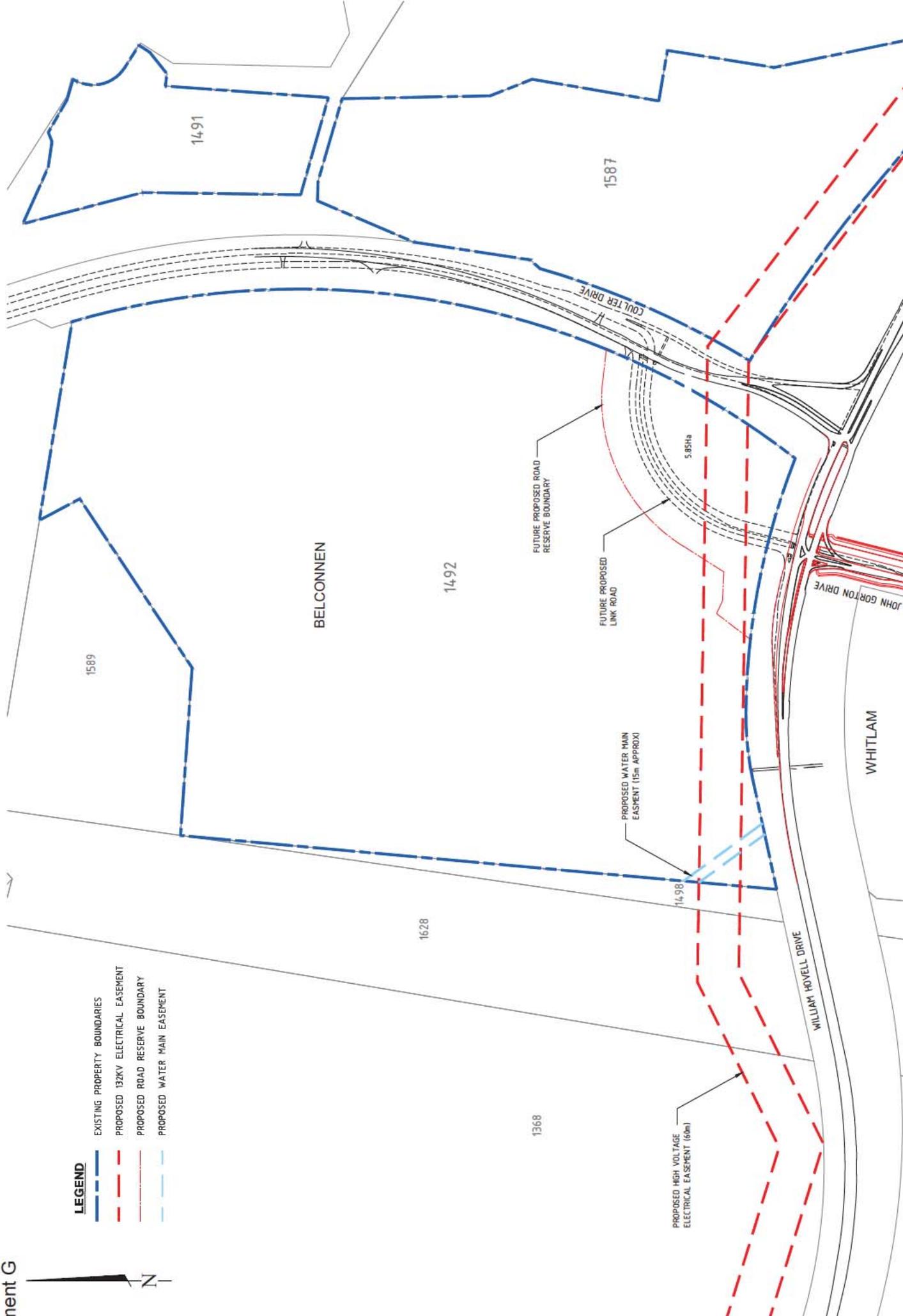
Rosebud Apiary and Surrounds (part Block 1491 Belconnen)

Image 1 Site Boundary



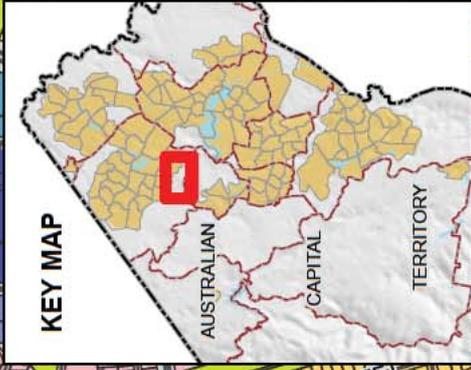
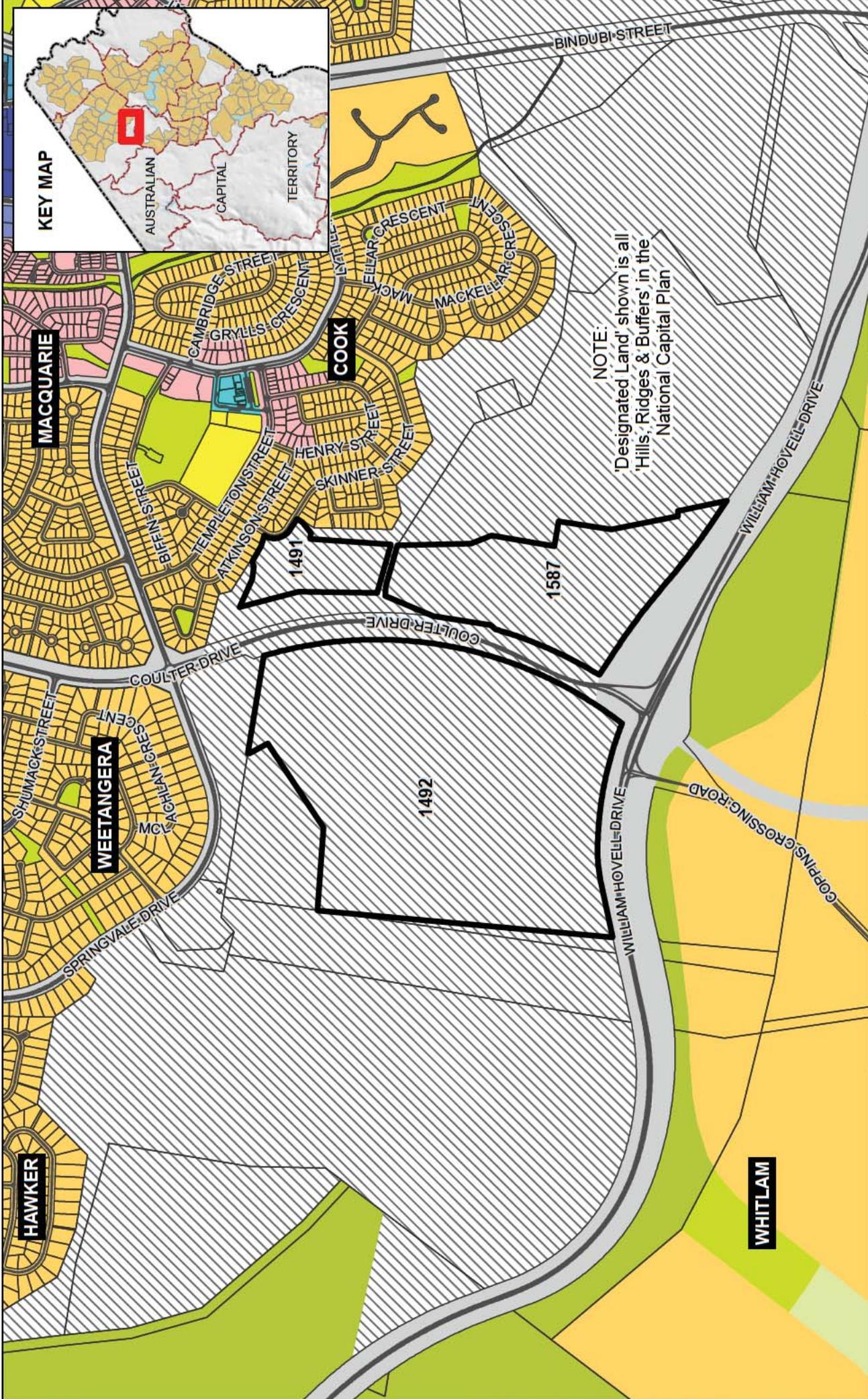
**LEGEND**

-  EXISTING PROPERTY BOUNDARIES
-  PROPOSED 132KV ELECTRICAL EASEMENT
-  PROPOSED ROAD RESERVE BOUNDARY
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**MOLONGLO 3 PROPOSED TRANSPORT AND UTILITY INFRASTRUCTURE**  
 BLOCKS 1491, 1492 AND 1587  
 15-003251-SK001 +



<p>SCALE</p>		<p>DIRECTORATE/DEPARTMENT</p> <p>Land Development Agency CANNBERRA FIRST</p>	<p>PROJECT</p> <p><b>BELCONNEN</b></p>	<p>DRAWING TITLE</p> <p><b>RURAL BLOCKS 1491, 1492 &amp; 1587 BELCONNEN</b></p> <p>PROJECT NUMBER: PD1376</p>
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## Possible Strategic Acquisition of Blocks 1491, 1492 and 1587 Belconnen

### 1. Purpose

To brief the Chief Executive Officer on Blocks 1491, 1492 and 1587 Belconnen (the Wintergarden Estate) property which is currently being offered for sale in the private sector, and seeking agreement to proceed to participate in the auction of the property on 14 July 2016 with a view to acquiring the land.

### 2. Background

This paper reports on the desk-top due diligence investigation on the Wintergarden Estate property and argues that the LDA should actively acquire the property which is for sale by the current lessee on the open market.

This paper draws together material from:

- An initial assessment of the potential risks or constraints from aerial photography, including a corporate knowledge of due diligence investigations by the Development Ready (Estates) unit for LDA land releases
- an assessment of the land use potential for the ACT Government including major infrastructure services for Molonglo Stage 3
- a preliminary valuation by Knight Frank
- an initial assessment of the tests for strategic land acquisition in accordance with the ACT Planning and Development (Land Acquisition Policy Framework) Direction 2014 (No 1).

As part of this study an estimate of potential land uses and returns for Wintergarden Estate will be provided and the cost of necessary assessments and remediation are also included.

#### 2.1. Intended Outcomes

The intended outcomes suggested for the Wintergarden Estate could include:

- Rental of all or part of the property as either a licence or sub-lease.
- Agistment of the property. This would include horse agistment paddocks to partially meet the demand and to replace existing horse agistment areas under pressure from development such as in Molonglo Stage 3 where the development of Whitlam and east of Coppins Crossing Road means existing horse agistment will have to be moved. This use also acts as a community service to residents of Canberra seeking horse agistment close to the urban areas.
- Allowing the provision of significant infrastructure services to Molonglo Stage 3 below William Hovell Drive within a timeframe of 0 to 10 years. This is described in further detail within this brief. For example, this includes a 600mm diameter water supply from Weetangera Reservoir, significant arterial road works associated with William Hovell Drive, Coppins Crossing Road and Coulter Drive, and the relocation of 132kV power lines from inside Molonglo Stage 3 to be re-routed along the northern edge of William Hovell Drive.

Taking the 132kV powerline out of Molonglo Stage 3 alone will allow an increase in dwelling block numbers of around [REDACTED] with resultant sales revenue of about [REDACTED].

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- Allowing for the provision of District Playing Fields with a landtake of around 20ha instead of providing playing fields in Molonglo Stage 3. The cost for the provision of district playing fields is approximately [REDACTED] with a resultant loss of about [REDACTED] dwelling blocks and the resultant loss of [REDACTED] in sales revenue.
- An Environmental Offset being available and enhanced for a small portion of Wintergarden Estate of around 15 to 20ha to be used for 5ha of urban development elsewhere. While the value of the offset would need to be determined, the value of the offset could be in the order of [REDACTED].
- A possible community garden which encourages residents to foster a keen interest in organic farming techniques as well as opportunities for residents to interact and foster a community spirit.
- Higher order uses such as an educational or scientific establishment uses in accord with the National Capital and Territory Plans as the need arises.

### 2.2. Current Lessee Actions

The current lessee, [REDACTED] has Blocks 1491, 1492 and 1587 Belconnen north of William Hovell Drive as 99 year leases. [REDACTED] has taken action to sell these blocks at auction on 14 July 2016 and came to the attention of the Development Ready (Estates) Unit very recently with a real estate ad in "The Chronicle" newspaper and then the Canberra Times All Homes real estate section (**Attachment A**).

At the moment [REDACTED] is also the lessee of two blocks (Blocks 4 and 5 Molonglo Valley) immediately south of William Hovell Drive. These latter blocks are under current withdrawal action by ICW of EDD to facilitate the initial development of the new suburb of Whitlam and the delivery of capital infrastructure works associated with Molonglo Stage 3 including Whitlam. This withdrawal action should be completed by mid July 2016.

However, in order to deliver the necessary capital works infrastructure, services need to run through Blocks 1491 and 1587 which have 99 year leases. This infrastructure includes a bulk water supply main, the repositioning of 132kV powerlines from Molonglo along William Hovell Drive and significant upgrading to the intersection of William Hovell Drive with Coppins Crossing Road (to be known as John Gorton Drive) and Coulter Drive.

Easements for the water main and a withdrawal of part of Block 1492 for future improvements to the road hierarchy and Coulter Drive taking into account expected West Belconnen traffic, will be necessary. A further easement is expected to be needed to Blocks 1492 and 1587 to accommodate the relocated 132kV power line along the northern side of William Hovell Drive.

Also, the LDA investigated the possible use of the south east corner of Block 1492 for a suite of District Playing Fields to satisfy the combined needs of Molonglo and West Belconnen as a joint facility. While a more suitable prime location has been identified, Block 1492 is suitable if required some time in the future.

**Attachment B** provides a map of the property overlaid on the aerial photography base. It should be noted that no site access was available to the lease for preliminary site due diligence work nor an on-site valuation report. It is now expected that access for an inspection will be arranged on 11 July for the preparation of a full valuation report, three days before the auction.

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### **3. Planning Context**

#### ***ACT Government***

The Canberra Spatial Plan (2004) – Strategic Direction Map is as shown below and shows the location of the Wintergarden Estate which falls in the Hills, Ridges and Buffer Area land use between Belconnen and Molonglo Stage 3. This in turn was updated by the ACT Planning Strategy in 2012 which went on to establish the Territory will develop into the future to meet the aspirations of the people and the other factors for the 21<sup>st</sup> century while confirming the principles put forward in the Spatial Plan.

Following on from the Canberra Spatial Plan, The Canberra Plan was published in 2008 highlighted significant increases in population, the growth of the economy, gross household income, a small increase in the labour market and increases in housing numbers. This highlights growth in the economy and an increase in housing demand.

While Wintergarden Estate coincides with the circle identified as the Residential Intensification Line in the Spatial Plan, this does not indicate the possibility of residential land use as such. It may allow however for uses compatible with the existing land use that may be urban orientated such as some forms of community facilities, including district playing fields, urban related forms of rural use such as horse agistment paddocks or limited agricultural production as well as possible conservation in appropriate locations such as offset area(s). It would also allow the location of major capital works infrastructure for adjacent urban land in Belconnen and the Molonglo Valley.

The potential purchase of the Wintergarden Estate is considered a strategic acquisition in securing land in a strategic location to assure Government the provision of infrastructure and services to the Districts of Belconnen and the Molonglo Valley can proceed in a timely manner and without negotiation with a possible new third party that could delay and complicate the delivery of the remaining urban land in Molonglo.

#### ***Commonwealth Government***

The National Capital Plan was introduced at the time of self-government in 1989. Planning in the ACT cannot be inconsistent with the National Capital Plan. This is to ensure that the planning principles and policies of the National Capital are carried forward into local planning.

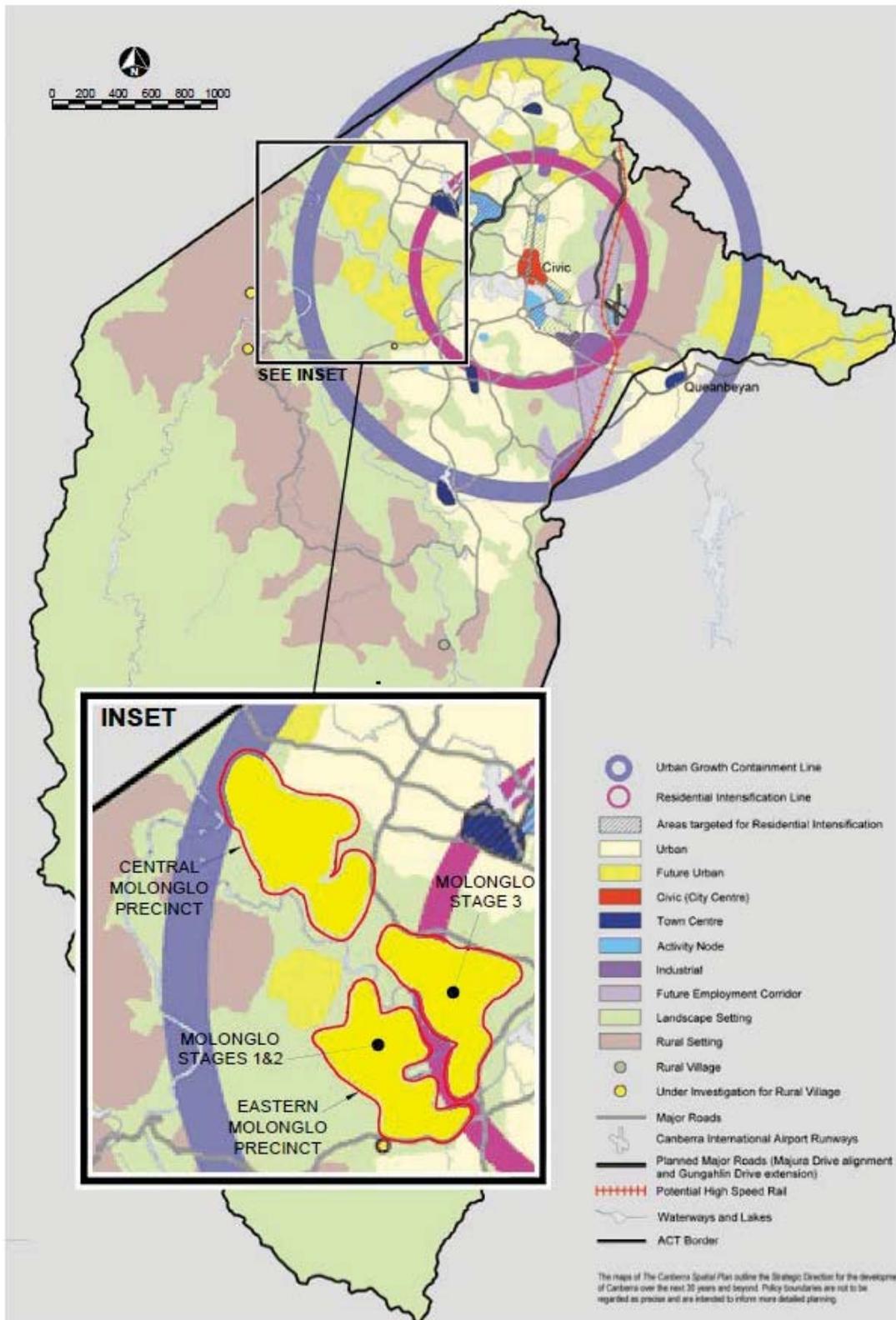
The possible acquisition of the Wintergarden Estate and the suggested land uses is consistent with the planning principles and policies of the National Capital Plan.

### **4. Issues – Due Diligence**

A desktop due diligence study is being conducted by the Development Ready (Estates) unit of LDA on Wintergarden Estate to inform Executive in arriving at a decision regarding its suitability for strategic acquisition and future inclusion in the Land Release Programs in an appropriate time frame.

The desktop due diligence study considered a range of opportunities and constraint parameters including the following:

- 1. Lease parcels and operational history*
- 2. Land custodianship*
- 3. Existing constraints including the bulk water supply main from Stromlo*
- 4. Current servicing infrastructure*
- 5. Possible site contamination*
- 6. Possible Aboriginal and European heritage constraints (but not natural heritage)*



7. Possible bushfire impacts
8. Major infrastructure concept plans for water supply, sewer, storm water and electricity
9. Possible tree / ecological constraints
10. Arterial road options and land uses
11. Topographic Survey
12. Environmental clearances
13. National Capital Plan

14. *Territory Plan*

15. *Likely Development Scenario*

Each is discussed in detail below. Recommendations are made in each parameter regarding the need to carry out assessments and the likely cost to achieve the desired outcome for residential development. The final parameter of *Likely Development Scenario* will provide an estimate of dwelling yield and will make some assumptions about dealing with the opportunities and constraints discussed.

#### **4.1. Lease Parcels and Operational History**

Wintergarden Estate comprises of three (3) rural blocks with a total area of approximately 104 hectares held under a 99 year rural lease with considerable time to run by [REDACTED] ('the lessee'). The lease runs until 2105. The lease permits the use of Wintergarden Estate principally for agriculture and the property has primarily operated as a Cattle farm. **Attachment C** sets out the lease components.

The lease commenced in 2005 and is over Blocks 1491, 1492, and 1587 District of Belconnen, Deposited Plan No. 9789.

It should be noted that the existing boundary fencing does not coincide with the lease boundary. For example, the southern and western boundaries of Block 1587 stop well short of the existing rural fencing adjacent to William Hovell and Coulter Drives. This has allowed the rural lessee to graze areas outside his lease. It is recommended that the lease will need a boundary survey to identify correct boundaries.

#### **4.2. Land Custodianship**

Wintergarden Estate is currently under rural lease to [REDACTED] (see **Attachment C**). The land to the east and west is under TAMS land custodianship and contact officer is Josh Clancy

If the decision is made to proceed to purchase the Wintergarden Estate lease, then land custodianship would be held by LDA as the lease is to be considered for possible additions to the Land Release Program in the future for compatible land uses and major servicing infrastructure provision for Molonglo Stage 3 south of William Hovell Drive. This would allow for due diligence assessments recommended below to be undertaken and relevant clearances to be obtained prior to commencing urban development.

#### **4.3. Existing Constraints**

The Land within Wintergarden Estate is zoned as a Designated Area in the National Capital Plan ("The Inner Hills") with a land use of Hills, Ridges and Buffer Spaces. The range of uses permitted in the Hills, Ridges and Buffer Spaces as part of the National Capital Open Space System are:

- Agriculture
- General Farming
- Landscape Buffer
- Nature Conservation Area
- Open Space
- Outdoor Education Establishment
- Outdoor Recreation Facility (not including stadiums, showgrounds, racecourses, motor racing and like activities)
- Park
- Pathway Corridor
- Public Utility

- Road
- Scientific Research Establishment,

and may include Dwelling if necessary for the operation of any of these uses.

*Outdoor Education Establishment* is defined as land used or intended for use as an education centre for children or adults where the primary focus is on the natural and/or cultural resources of the area. It may include a residence where this is necessary for the protection or management of the primary facility.

*Outdoor Recreation Facility* is defined as the outdoor use of land for recreation, exercise or leisure including sportsgrounds, riding schools, stadiums, showgrounds, racecourses, equestrian centres, motor racing, and similar activities. The term includes the activities of sporting clubs such as rifle clubs, and group or organised camping activities of schools, churches, scouts, guides, YMCA, Outward Bound and the like.

Wintergarden Estate is predominantly 20% or less slope and only small area of the Property is above 25% slope (**Attachment D**).

#### **4.4. Current Servicing Infrastructure – Attachment E**

##### ***Water Supply***

A 450mm distribution water main cuts through Rural Block 1492 between blocks 1491 and 1587. While there is a scour for cleaning the water main along the length of the interface, there appears to be no potable water supply from the main to the property.

##### ***Sewer***

The Wintergarden Estate homestead and possibly other outbuildings appear to be serviced by septic tanks or equivalent. One of the homes on Block 1491 appears to be sewered into the town sewerage infrastructure.

##### ***Electricity***

Electricity appears to be provided to the residences from an overhead power supply running through Block 1491.

There are 11kv power lines mounted on poles generally along the northern and eastern boundary of Block 1491 and along the Coulter Drive road reserve.

##### ***Gas***

It is doubtful that reticulated gas is available to the Wintergarden Estate lease. It is more likely to have a bottled gas supply.

##### ***Communications***

It is assumed that telephone services are available to the residences.

#### **4.5 Possible Site Contamination**

Generally, contamination is not a major show-stopper when it comes to residential development and there are no cases in the ACT where the LDA has had to modify development outcomes. All sites have been successfully remediated and certified suitable for residential use. Protocols are in place to deal with any unexpected contamination found during construction.

Proper testing, remediation, monitoring and Environment Protection Unit signoff is all required before development occurs with auditing where necessary. This is normal procedure and it should

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only take time and reasonable budget expenditure to overcome rural contamination. More concentrated contamination hotspots such as the Asbestos find at the Weston Creek Pond are not associated with rural operations.

Possible contamination areas of interest include existing dams and ponds, erosion contour banks, gully erosion, farm buildings including the homestead and miscellaneous outbuildings. Normal rural operations would also have fuel and chemical storage, machinery maintenance facilities, a garbage disposal pit and possibly a sheep-dip usually associated with sheep or cattle yards or woolsheds as other potential contamination hotspots.

There are approximately 7 dams or ponds on the property. The majority of these dams or ponds appear to be small and could be areas of natural water pondage or could be a dam with little engineering design before construction. It is known that one dam on Block 1492 breached the dam wall a number of years ago during heavy rainfall.

Associated with these features are contour banks. These would be associated with normal farm runoff management.

It would be expected that the dams and ponds may collect residual silts from runoff and possible minor contamination from the use of pesticides and other agricultural applications such as pasture improvement during normal farm operations.

Also evident are numerous overland flow paths that have some noticeable erosion from examination of aerial photography. Note however that rural practices in the past has seen dumping of uncontrolled fill and even general farm waste including Asbestos and old machinery in an effort to try and prevent active erosion from continuing.

Normally a sheep dip would be associated with rural properties especially where a shearing shed or stock yards are constructed. Wintergarden Estate appears to have a shearing shed and sheep and cattle yards. A sheep dip is not evident from an examination of the aerial photograph. However, one may be present.

The property has very few formed tracks which may contain imported materials especially where they cross depressions or overland flow paths.

Given the age of the original homestead and structures, it would be expected that products containing Asbestos may have been used in these constructions both in sheet form and possible lagging of pipes. Removal of Asbestos may be required to retain the use of these buildings.

Other features observed on the aerial photography included:

- Small unidentifiable structures in several paddocks that could be old machinery, stock feeders, horse shelters etc.
- Previous cropping history is also visible using aerial photography.

A formal search of the Contaminated Land Register must be undertaken to identify any registered contaminated sites. This will be a required action in any contamination assessment.

Further, depending on the contamination found, the services of an accredited site auditor may be required during assessments and remediation processes at some future date.

The series of assessments required would include:

- Phase 1 Assessment – this is the initial assessment undertaken on any site.
- Phase 2 Assessment – this picks up from the outcomes of the Phase 1 study and further tests any recommended AECs. At this stage the need for an accredited auditor to be engaged to

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monitor and audit further work to the satisfaction of the EPU is identified. An SAQP can be done as a Phase 2 assessment. Following this a RAP is prepared to allow for remediation of AECs at a suitable time.

- Phase 3 or Remediation Assessment –remediates the AECs to required standards (usually for residential development but in this case remediation may be for other land uses).

Should the decision to proceed with the assessments and remediation, the following provides and estimate of cost:

- Phase 1 Assessment –estimate \$50,000 including GST
- Phase 2 Assessment (or SAQP) –estimate \$300,000 including GST assuming site auditor required
- Phase 3 Assessment –estimate \$1,000,000 including GST based on possible sheep dip and asbestos contamination.

#### **4.6. Possible Aboriginal & European Heritage Constraints**

An ACT Heritage Register check of the lease has been undertaken and records indicate that within block 1491 the Rosebud Apiary and Surrounds have been registered (**Attachment F**). There is also the possibility of an Aboriginal site within the property.

This property was once part of block 180 District of Belconnen and an artefact scatter Belconnen Site 29 was identified as having medium conservation value. The location is confidential and would need to be requested from the Heritage Unit.

Belconnen Site 29 is an extensive scatter of flaked stone artefacts on the crest and gentle slopes of a spur. Artefacts were evident in several eroded areas within an area of approximately 120 x 40 metres, and the site potentially extends further. Artefacts are exposed within sheet eroded areas and the site is considered to potentially extend into surrounding uneroded areas.

A full heritage process of assessments for Aboriginal and European heritage artefacts will need to be undertaken across the site.

The assessments involve firstly a desktop study including Heritage Register checks and walkover for discovery of likely areas of interest (Stage 1). Stage 2 involves on-site test pitting and recovery of artefacts and signoff by the Heritage Council. Time to complete is usually lengthy and costly.

#### **4.7. Possible Bushfire Impacts**

Saturday 18 January 2003 was the day of the significant bushfire that struck the Stromlo and Molonglo Valleys from the west coming out of the Brindabella's at great speed and travelling up the valley into the developed areas of Duffy, Chapman, Holder and Kambah destroying a total of around 500 dwellings. That event has been called a "firestorm" and was accompanied by strong winds.

Ember attack was responsible for a large number of houses lost and was thought to be driven by the presence of mature pine forests to the north west of the impact area immediately adjacent to the developed area. The events of 2003 in the ACT and significant fires in other States around that time saw the revision and strengthening of bushfire risk assessments in the ACT.

It is recommended that a Preliminary bushfire risk assessment be undertaken against the likely scenario for development to guide further planning and design if the acquisition was successful. In that case, a Farmwise Fire Plan would be developed and the property managed in accordance with Farm Management Plan whilst a Rural Property.

#### **4.8. Major Infrastructure Concept Plans for Water Supply, Sewer, Storm Water and Electricity**

##### ***Water Supply***

There are currently plans by ICW to build a 600mm distribution main from the Weetangera Reservoir to Molonglo Stage 3 south of William Hovell Drive that would cut through the South Western corner of block 1492. **(Attachment G)**. This distribution main will cater for the development of Whitlam and areas east of Coppins Crossing Road.

Note that this water main would require an easement through Block 1492.

If Wintergarden Estate is not acquired by Government, there is a possibility of a new owner delaying agreement to the alignment and easement which could impact on delivery of the first land release in Whitlam in 2018-19 as per the Land Release Program.

##### ***Sewer***

There are no sewer implications for Molonglo Stage 3 provided any land uses contemplated for the Wintergarden Estate do not require draining to the south across William Hovell Drive and connecting to the proposed sewer system in Whitlam or east of Coppins Crossing Road.

If any future uses do require sewerage to the south, careful consideration would need to be given to the feasibility of doing that before any agreement is given to cater for those land uses.

It would be reasonable to consider compatible land uses in the area of the existing dwellings and outbuildings on Wintergarden Estate that may be able to connect to the reticulated sewer system in Belconnen either by gravity or by the use of a small pumping station. The economics and feasibility of doing the latter would again need careful consideration at the time.

##### ***Storm Water***

Currently overland stormwater flows from Wintergarden Estate flow to the south crossing under William Hovell Drive in several culverts or underpasses to enter Molonglo Stage 3 in a couple of locations. These flows will be investigated at the time of preparing EDPs for the respected areas.

##### ***Electricity***

There are currently plans by ICW to build a 132kV power line mounted on concrete poles in the southern portion of Blocks 1492 and 1587. **(Attachment G)**. This overhead power line is currently being investigated to replace the existing 132kV line running through the future urban area in Molonglo Stage 3.

In relation to the comment regarding the block boundaries along the interface with William Hovell Drive, there appears to be significant room to locate at least part of the new line within the road reserve boundary of William Hovell Drive.

Lines of 11kV capacity on Wintergarden Estate do not form a barrier to future development and are usually undergrounded if required at minimal cost.

Discussion with the various service providers is required during early planning for Wintergarden Estate to ensure capital works, easements and other access requirements can be finalised with certainty. Timing for the relocation or upgrading of 132kV power lines is being carefully considered in the planning for Molonglo Stage 3 and is currently underway.

#### 4.9. Possible Tree Constraints

From aerial photography tree coverage is scattered throughout the Wintergarden Estate lease, with higher densities to the northern and eastern part of the lease thinning out towards the south.

There appears to be a majority of native species of trees. Around the original homestead there appears to be a combination of deciduous and other evergreen trees but these are hard to identify from the aerial.

A tree survey and assessment will be required closer to land development and should cover all Blocks in the property. This will provide an up to date arboricultural assessment of regulated and other trees.

#### 4.10. Arterial Road Options and Other Land Uses

##### ***Coulter Drive Duplication or Upgrade***

It is expected that ICW will canvass options to upgrade Coulter Drive from Belconnen to William Hovell Drive as part of the major intersection upgrade for the latter road.

##### ***William Hovell Drive Upgrade***

ICW has advised that upgrades to William Hovell Drive may be necessary given the expected increase in traffic numbers from the West Belconnen development when combined with traffic from the continued development of Molonglo. This may also have an influence on the design solution for the intersection of William Hovell Drive with Coulter Drive from the north and John Gorton Drive from the south.

The proposed short and long term solution for this important arterial road does require the possibility of roadworks through Block 1492 as mentioned earlier for north south traffic movements.

##### ***John Gorton Drive Extension***

Current planning for the first stage of 900m of John Gorton Drive south from William Hovell Drive is well advanced. This includes the first intersection into Whitlam and the future residential area to the east of Coppins Crossing Road. Stage 2 planning for extending to the south has already commenced.

##### ***District Playing Fields***

The LDA investigated the south east quadrant of Block 1492 for District Playing Fields as part of the series of studies for Molonglo Stage 3. It also canvassed the location as a joint facility for the use of West Belconnen as well as Molonglo.

This use is a valid use for consideration on this block. Taking into account the slope of the topography and any upgrades to Coulter and William Hovell Drives, 3 or 4 district level playing fields are possible. This use would allow land in Molonglo Stage 3 to be used for residential use thus endeavouring to stabilise the early planning indications on possible losses to dwelling numbers due to steeper topography and the marketability of higher density dwelling sites as development proceeds in Molonglo.

Being close to Molonglo, this site has advantages over a more westerly site and could be brought to development quicker to serve as a joint facility. By placing the 99 year lease of Wintergarden Estate on the market, and the possibility of the LDA being successful at auction, this provides a much higher possibility for development in a short time frame.

### ***Horse Agistment Paddocks***

TaMS and the LDA are in discussion regarding the current need for more horse agistment areas in several locations around Canberra. All blocks would be suitable for this purpose with the possibility of management facilities already established on Block 1492 and Block 1491 containing structures that could be adapted for use.

### ***Possible Environmental Offset***

On early examination of the ecological database on ACTMapi, there is a small area across the northern end of Block 1492 that may be suitable for use as an environmental offset at some time in the future. Section 4.12 illustrates the possibility.

### ***Possible Community Garden***

This use would be compatible with the current land use in both Plans. Community gardens have shown their considerable benefit in encouraging residents to grow their own vegetables and fruit where there is insufficient room on their own blocks as well as fostering a keen interest in organic farming techniques. It also offers opportunities for residents to interact and foster a community spirit.

### ***Other Uses***

Other uses would be possible on Wintergarden Estate in accordance with the list of land uses acceptable in the Hills, Ridges and Buffer Spaces land Use policy. Reference should be made to section 4.3 of this report for a list of acceptable uses.

If successful in the acquisition, the LDA would work closely with EDD and EPD to ensure the best possible fit for any arterial roads, adjacent land uses and playing fields given the constraints and impacts on surrounding residential development and housing affordability.

## **4.11. Topographic Survey**

Recently the ACT Government has commissioned a LiDAR Project for the whole of the ACT. This property has been captured at 8 points per metre. This will be adequate for all master planning work and preliminary due diligence investigations.

A full topographic land survey may be required over parts of the property depending on the intended use. This would locate all above ground structures and features including the location of all trees to allow the tree survey and assessment to be undertaken.

A full topographic land survey should be undertaken of the property once acquired. This may include alternate technology including drone aerial surveys to possibly reduce cost with a similar relative accuracy.

## **4.12. Environmental Offsets**

Core ecological connections could be enhanced between The Pinnacle Nature Reserve and Mount Painter Nature Reserve strengthening the connectivity corridor for wildlife movement.

Checking the known ecological constraints on ACTMAPi there appears to be a small amount of EPBC listed BGWL within Block 1587 adjacent to Mount Painter. The land within the adjacent Pinnacle Nature reserve is mapped EPBC listed Box Gum Woodland, and there is a possibility that some woodland within 1492 could be a continuation of that community and is currently unmapped.

A preliminary vegetation assessment should be undertaken to establish a baseline as soon as practical after acquisition.



#### 4.13. National Capital Plan

The property is part of the Designated Area (the Inner Hills) of the National Capital Plan and particular design and siting conditions apply to ensure the maintenance and enhancement of the character of the national capital is maintained.

#### 4.14. Territory Plan (Attachment H)

The Territory Plan zones the blocks within Wintergarden Estate as a Designated Area which means that the National Capital Authority has the Works Approval role for any development applications.

There are no short or long term implications for the Territory Plan in this acquisition.

#### 4.15. Likely Development Scenario / Potential Land Return

The likely development scenario has been discussed earlier in this report. The proposed acquisition significantly reduces risk to Government by ensuring that major capital works supporting land release can be constructed in the required time frame for land release in Molonglo Stage 3.

### 5. Preliminary Land Valuation

The LDA engaged Knight Frank to undertake an independent preliminary valuation assessment of Wintergarden Estate as a rural property operating within the Hills, Ridges and Buffer land use policies of both the Territory Plan and the National Capital Plan. The preliminary valuation has been provided for the preparation of this report. It is subject to a site inspection now set down for 11 July which is 3 days before the auction.

The preliminary valuation for Wintergarden Estate is suggested in the order of [REDACTED] excluding GST, stock, plant and equipment. Advice is that the property could be sought after in the market as it is situated in a prime location within 10km of the CBD.

Prior to auction, the valuation will be confirmed with an upper limit plus 10%.

## **6. Planning and Development (Land Acquisition Policy Framework) Direction 2014 (No 1)**

The ACT Government introduced the Planning and Development (Land Acquisition Policy Framework) Direction 2014 (No 1) (the Framework) on 14 June 2014. The Framework provides the principles that are to govern the exercise of the LDA functions under the Act while supporting the ACT Government's Statement of Governance Arrangements for the LDA.

Clause 2.1 of the Framework requires all proposed acquisitions to be assessed against the principles and associated tests.

Clause 2.2.1a. sets out that below \$5m only the agreement by the LDA Board is required with advice to the Minister for Economic Development or the Minister responsible for administering Chapter 4 of the Planning and Development Act 1997. However, clause 2.2.2 allows the LDA Board to refer any acquisition below \$5m to the government should it consider it is appropriate.

Clause 2.4 sets out the reporting requirements for the LDA to provide information to EDD and include details of all acquisitions completed during a financial year must be included in the LDA's annual report.

All proposed acquisitions are to be assessed against the 9 tests set out in the Framework.

I am satisfied that the proposed acquisition meets the assessment criteria in the Planning and Development (Land Acquisition Policy Framework) Direction 2014 (No1), that is:

***Test 1: An intended outcome has been identified for the proposed acquisition site.***

The intended outcome provides for the efficient provision of major infrastructure works for Molonglo Stage 3 to the south of William Hovell Drive. It also allows for the consideration of other land use opportunities consistent with the current land use zoning.

***Test 2: The intended outcome for the proposed acquisition advances the Government's land development policies as set out in the ACT Planning Strategy and any other relevant Government strategic spatial planning documents and requirements.***

The intended outcome allows for the orderly planned and programmed release of land in Molonglo Stage 3 to proceed without delays to accommodate significant infrastructure services to connect to Molonglo Stage 3 as well as compliant development opportunities with the current land use.

***Test 3: The intended outcome for the proposed acquisition is consistent with the Statement of Government Policy for the Land Development Agency.***

The LDA's Statement of Intent for 2016-17 indicated as a Strategy:

- undertaking strategic acquisitions of land to assist in establishing an inventory of land for future development purposes.

## COMMERCIAL IN CONFIDENCE

The acquisition of Wintergarden Estate is consistent with the Statement of Government Policy for the LDA.

**Test 4:** *The intended outcome for the proposed acquisition is consistent with any other relevant Government policies.*

The intended outcome for the proposed acquisition is consistent with any other relevant Government policies.

**Test 5:** *The proposed purchase price for the site is consistent with the independent market valuation.*

The preliminary valuation is an independent market valuation for Wintergarden Estate. It indicates a valuation in the order of [REDACTED] excluding GST, stock, plant and equipment.

**Test 6:** *If a commercial outcome is sought from the proposed acquisition site, a business case has been prepared that demonstrates that a satisfactory commercial return will be realised, taking into consideration any holding costs, redevelopment costs, and opportunity costs.*

Should a commercial outcome be sought from the proposed acquisition site, a business case will be prepared that demonstrates that a satisfactory commercial return will be realised, taking into consideration any holding costs, redevelopment costs, and opportunity costs.

**Test 7:** *If a non-commercial outcome is sought from the proposed acquisition site, any holding costs, redevelopment costs, and opportunity costs have been demonstrated to be reasonable and not onerous.*

The proposed acquisition allows for a non-commercial outcome from the site and any holding costs, redevelopment costs, and opportunity costs have been demonstrated to be reasonable and not onerous.

**Test 8:** *The proposed acquisition will not expose the Territory to risks that are not able to be appropriately managed.*

The proposed acquisition will not expose the the Territory to risks that are not able to be appropriately managed. Acquisition will result in immediate management of the property either through a short term licence or lease until such time as higher order uses are identified and agreed.

**Test 9:** *The intended outcome for the proposed acquisition is reasonably achievable.*  
The intended outcome for the proposed acquisition is reasonably achievable.

### Recommendations

That you:

1. Note the business opportunities presented by this property being offered to the market, and
2. Recommend to the Board the strategic acquisition of Blocks 1491, 1492 and 1587 Belconnen be agreed.

Daniel Santosuosso  
Infrastructure Officer

COMMERCIAL IN CONFIDENCE

Development Ready (Estates)  
29 April 2016

**ATTACHMENTS**

Attachment A – All Homes Advert

Attachment B – Site Location Plan

Attachment C – Lease

Attachment D – Surface Slope Analysis

Attachment E – Existing Infrastructure Services Plan

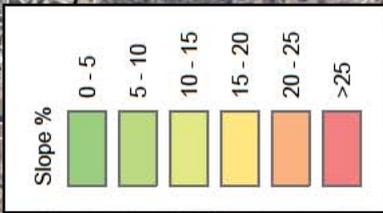
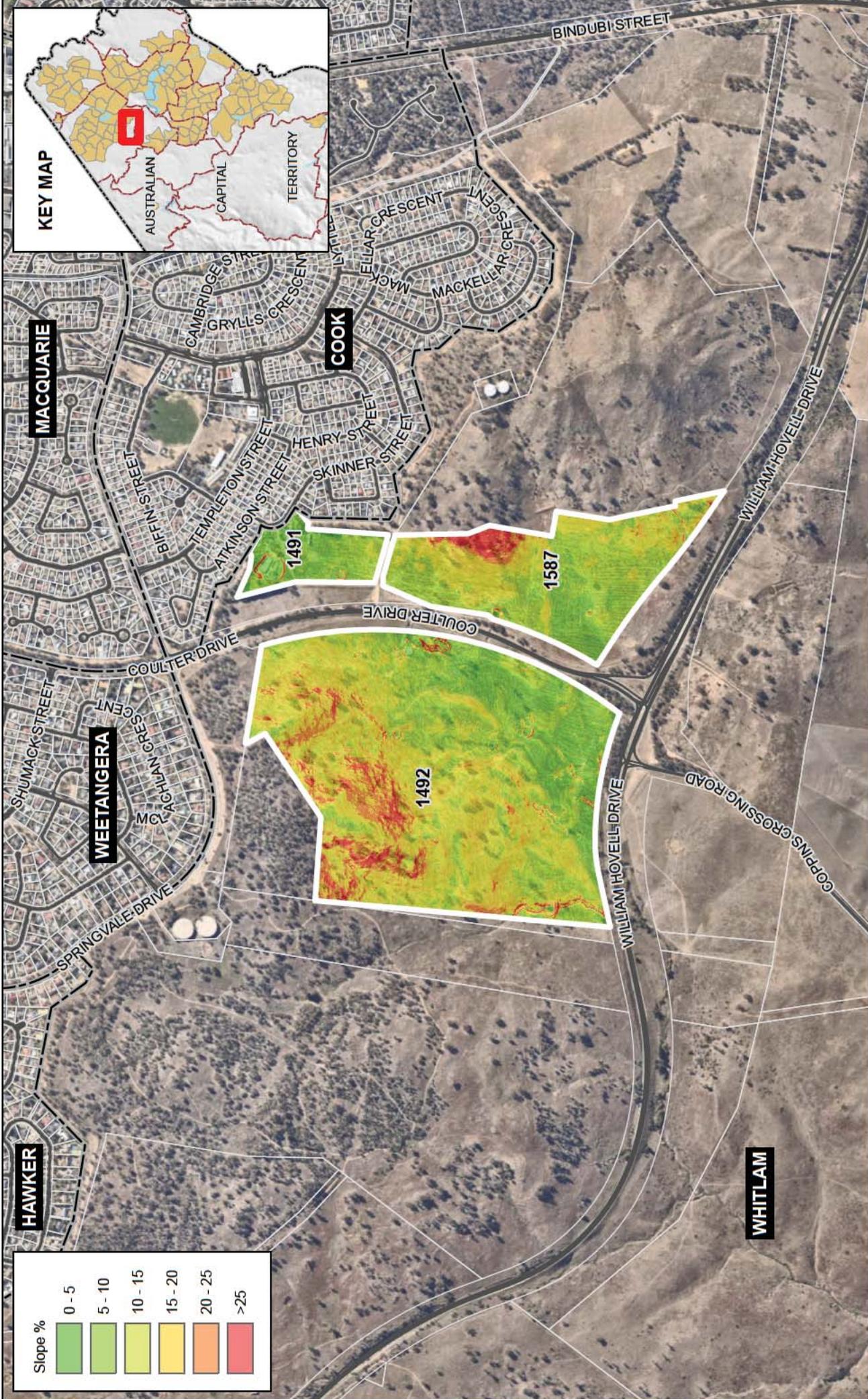
Attachment F – Heritage

Attachment G – Proposed Infrastructure Services Plan

Attachment H – Potential Land Use Plan



<p>DRAWING TITLE</p> <p><b>RURAL BLOCKS 1491, 1492 &amp; 1587 BELCONNEN</b></p> <p>PROJECT NUMBER: P01376</p>	<p>PROJECT</p> <p><b>BELCONNEN</b></p>	<p>DIRECTORATE/DEPARTMENT</p>  	<p>SCALE</p> 
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**KEY MAP**  
 AUSTRALIAN CAPITAL TERRITORY

**DRAWING TITLE**  
 RURAL BLOCKS  
 1491, 1492 & 1587 BELCONNEN  
 SLOPE %

**PROJECT**  
 BELCONNEN

**DIRECTORATE/DEPARTMENT**  
 ACT Government  
 Land Development Agency  
 CANBERRA FIRST

**SCALE**  
 0 200 400 600 800 METERS

**PROJECT NUMBER:** P01376



DRAWING TITLE  
 EXISTING SERVICES  
 1491, 1492 & 1587 BELCONNEN

PROJECT  
 BELCONNEN



DIRECTORATE/DEPARTMENT

SCALE



# Attachment E

## SITE PLAN

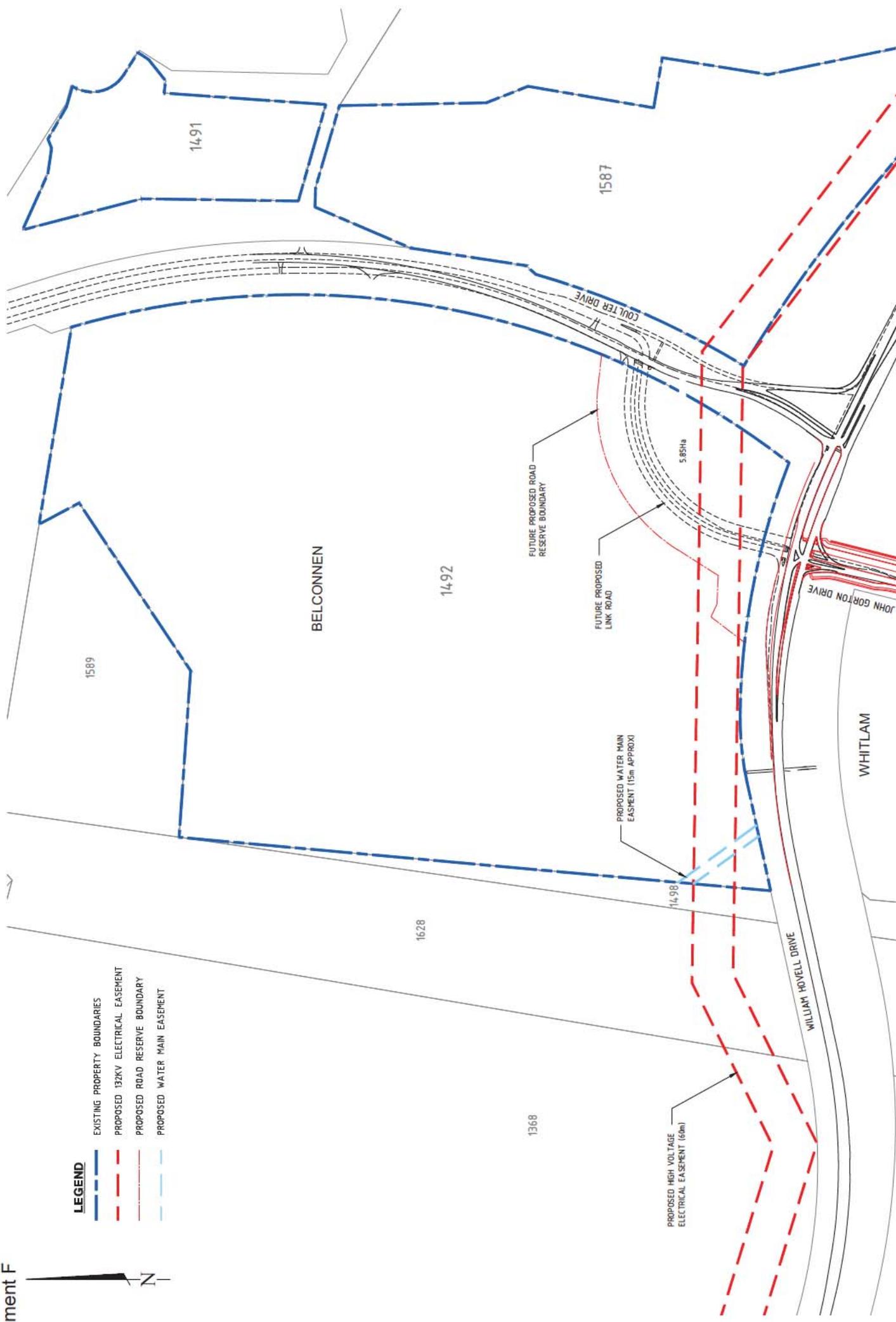


Rosebud Apiary and Surrounds (part Block 1491 Belconnen)

Image 1 Site Boundary

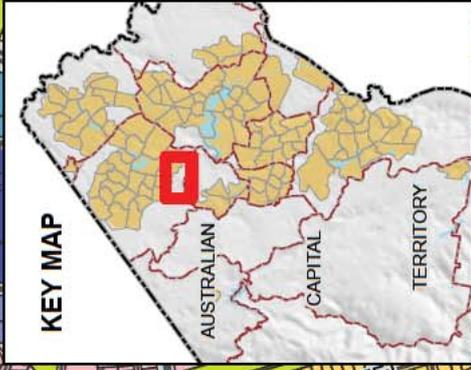
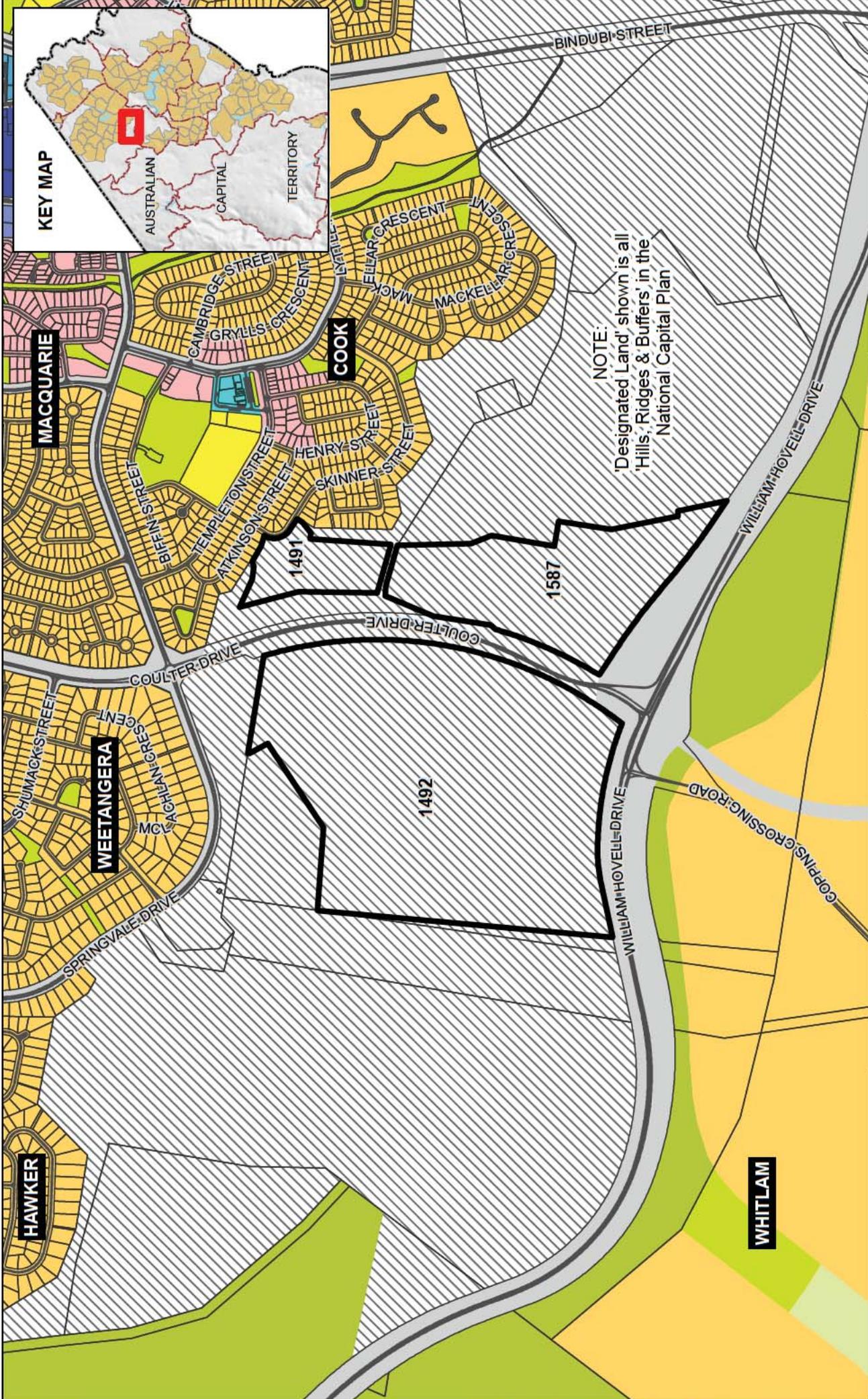


- LEGEND**
-  EXISTING PROPERTY BOUNDARIES
  -  PROPOSED 132KV ELECTRICAL EASEMENT
  -  PROPOSED ROAD RESERVE BOUNDARY
  -  PROPOSED WATER MAIN EASEMENT



15000 50 0 50 100 1:2500  
 AT PLOT  
 © 2015

**MOLONGLO 3 PROPOSED TRANSPORT AND UTILITY INFRASTRUCTURE**  
 BLOCKS 1491, 1492 AND 1587  
 15-003251-SK001 +



SCALE



DIRECTORATE/DEPARTMENT



PROJECT

BELCONNEN

DRAWING TITLE

RURAL BLOCKS  
1491, 1492 & 1587 BELCONNEN

PROJECT NUMBER: P01376



## Cook Blocks 1491, 1492 & 1587

257 Acres

### The Wintergarden Estate

Situated in a serene and sublime position nestled between the resplendent foothills of Mt. Painter and The Pinnacle is this unparalleled Eastern Belconnen Estate. The estate is set on a sprawling and gentling undulating acreage spread over three adjoining parcels of land within a short reach of the Cosmopolitan Centre of the Nation's Capital. The abundance of varying potential prospects for the use of the estate encompass residential, commercial and agricultural opportunities\*. We invite all prospective purchasers to conduct their personal due-diligence pertinent to the acquisition of the estate before entering into negotiations with Harcourts.

This estate is an audacious juxtaposition to the intrinsic 'progress' orientation of the Capital Region, a remarkable opportunity to secure an archetypal Australian Country Estate with the urban privileges of a suburban residence. Commercially, the estate offers an astounding opportunity to secure a vast amount of land with unique possibilities adjacent to the major town centres of the Nation's capital.

\* Subject to the approval from the National Capital Authority and the ACT Government. Also with strict adherence to the guidelines stipulated in the National Capital Plan and the Territory Plan

### Auction

Thursday 14 July 6:00 PM (Invitation ONLY)  
(Margaret Whitlam Pavilion)  
All bidders must be registered by 5:00PM 13 July 2016.

View [www.harcourts.com.au/NKN2459](http://www.harcourts.com.au/NKN2459)

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