# **Commercial In Confidence**

# Land Management Agreement

Between
( LESSEE)
And
The Territory
(as represented by: ACT Parks, Conservation and Lands)
BLOCK/S:
DISTRICT OF:
PROPERTY NAME:
ROAD/LOCALITY:
Date: (Month/Year):

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# 1. INTRODUCTION

A Land Management Agreement provides a basis for a co-operative land management regime between lessees of land in the Australian Capital Territory and ACT Government agencies responsible for managing rural and non-urban land for the Territory.

# 1.1 Legislation

A Land Management Agreement (the Agreement) is required under:

Section 283 of the Planning And Development Act, 2007

for all rural leases. A lease cannot be issued without the completion of an approved Land Management Agreement. The legislation also provides for an Agreement to be varied or reviewed from time to time during the term of the lease.

The management of non-urban land is also subject to other legislation including the:

Planning and Development Act, 2007 Nature Conservation Act 1980 Stock Act 2005 Animal Welfare Act 1992 Animal Diseases Act 2005 Environment Protection Act 1997 Water Resources Act 2007 Fisheries Act 2000 Emergency Act 2004 Heritage Act 2004 Pest Plants and Animals Act 2005

The Land Management Agreement is subject to compliance and enforcement action as outlined in: Sections 339 and 361 and Schedule 2 of the *Planning and Development Act 2007* 

# 1.2 Objectives

Plant Disease Act 2002

The principal objective of the Agreement is to establish appropriate management practices for the subject lease that achieves the land management aims of both the Lessee and Territory.

This objective is to be achieved by:

- a) agreeing on general management goals, regimes;
- b) documenting the current state of the subject property;
- c) recognising achievement of environmental management goals and resolution of environmental issues;
- d) identifying issues requiring attention in the relevant Land Action Plan; and
- e) proposing appropriate action for the management of specific issues or resolving particular problems

#### 1.3 Structure

The Agreement has three principal components. Each component needs to be read in the context of the above objectives and the stated roles and responsibilities:

# **Statement of Responsibilities** (Refer Section 2)

This statement outlines the agreed responsibilities of the Lessee and the Territory. In addition it identifies the minimum and desirable management standards to be achieved during the term of the Agreement;

#### Site Assessment (Refer Section 4)

This assessment is intended to document the current state of your lease and to recognise appropriate management and resolution of past management issues. It is primarily an environmental audit of the property to be completed by the Lessee and is to be conducted on a maximum five year cycle; and

# Land Action Plan (Refer Section 4)

Land Action Plans accompany each Site Assessment and outline the management strategies by Lessees to resolve particular land management problems on the subject site. They may include a commitment by the Territory to initiate works in relation to the subject site or adjacent land.

# 1.4 Instructions for Completion of the Agreement

# Steps to completion of the Land Management Agreement Proforma:

- 1. Read Introduction
- 2. Read Statement of Responsibilities
- 3. Complete Site Assessment
- 4. Indicate various issues on Map/s provided
- 5. Prepare drafts of relevant Land Action Plan
- 6. Submit Draft of Land Management Agreement to Parks, Conservation and Lands who shall arrange a site inspection and finalisation of Agreement
- 7. Sign Statement of Responsibilities

Should you have any questions, please contact: Manager, Natural Resources Protection on (02) 6207 2264

# 2. STATEMENT OF RESPONSIBILITIES

# 2.1 Introduction

This section established a general understanding of the roles and responsibilities of the parties to this Agreement. In addition, it established the term, review mechanisms and dispute resolution process in respect of the Agreement.

# 2.2 Objectives

The objective of this Statement of Responsibilities is to:

- 1. Identify, document and agree on the general roles and responsibilities of both the Lessee and Territory in respect of the management of individual Lessees; and
- 2. Agree to the implementation of a Land Action Plan where appropriate

# 2.3 Definitions

For the purpose of the Agreement:

- 2. the 'Territory' includes all ACT Government Departments or agencies and their representatives.

# 2.4 Lessee Responsibilities

- 1. The lessee recognises;
  - a) their role in land management
  - b) their need to operate the property as a rural enterprise;
  - c) their need to contribute to community values through responsible land management practices; and
  - d) the role of the Territory as outlined in Section (2.5)
- 2. The Lessee will manage the subject land for those existing and proposed uses as outlined in Section (5) . No review of this Agreement will be required for a change of use unless:
  - a) the proposed use is inconsistent with the purpose clause of the subject lease; or
  - b) the proposed use has the potential to create significant environmental damage or harm ( as summarised in Section (8) and (11).
- 3. For the term of the Agreement the Lessee will manage the land in a way which achieves the standards identified in Section (4) ( Site Assessment).
  - a). If due to circumstances beyond the control of the Lessee, the Lessee is unable to achieve those standards, the Lessee will notify the Territory and the Lessee and Territory will hold discussions to consider whether those standards should be changed.

# 2.5 Territory Responsibilities

- 1. The Territory recognises that land management role includes;
  - a). active management of public lands, reserves and non-leased land;
  - b). consideration of broad community views and values;
  - c). providing consistent ethos in territory actions;
  - d).educating, co-ordinating and monitoring activity in the non-urban areas of the Territory;
  - e). assisting Lessees to prepare Land Management Agreements by providing relevant mapping bases, recent aerial photos, results of research and technical assessments and changes to policy which have occurred since the previous agreement;
  - f). advising rural lessees on land management issues;
  - g). facilitating information access by lessees to advice/assistance provided by the Territory;
  - h). monitoring and enforcing Land Management Agreements where appropriate; which includes access to lands and an audit regime; and
  - i). contribute to management of community values
- 2. The Territory also recognises the role of Lessee as principal land manager as outlined in Section (2.4).
- 3. The Territory will contribute to the management of the subject land through the provision of appropriate resources and in the ways specifically identified in the Land Action Plans contained below.

The Territory appoints: Manager, Natural Resource Protection (02) 62072264 as the principal point of contact for the Lessee with Territory Agencies in respect of the Agreement and agrees to advise the Lessee of the name of any replacement in the event that this contact is no longer available.

#### 2.6 Review

- 1. The Agreement will remain in force until amended and/or replaced by a subsequent agreement.
- 2. In the event of sale or transfer of the subject lease, the Agreement will remain binding on the purchaser, their representative and/or their agents and until such time as it is reviewed and formally adopted or a new Agreement is prepared and signed by the purchasing lessee.
- 3. The Agreement will be reviewed and replaced by a subsequent agreement within five [5] years from the date of signing, unless a prior review is instigated by:
- a) the renewal, reissuing, variation or transferral of the lease;
- b) a request in writing from either party to the other;
- c) the Lessee advising the Territory in writing that they intend to amend the use ( *as outlined in Section 5*) to or to include one or more of the following agricultural types:

horse agistment/equestrian facility (excluding horses used for or in primary production);

goat or deer farming;

irrigated horticulture;

irrigated viticulture;

irrigated market gardening; and

tourism facility or farm-stay accommodation.

These uses have been identified as needing Land Action Plans, which documents relevant management strategies. These Land Action Plans are to be documented in Section (5) of the Agreement.

# 2.7 Dispute Resolution

The parties agree that they will seek to resolve any issue or problem dispu which might arise between them under the Agreement in accordance with the following:

- 1. Any party claiming that a dispute has arisen under the Agreement shall give written notice to the other party, designating as its representative a person with authority to settle the dispute. The other party shall, within [14] days of receiving such a notice, give notice to the first party, designating as its representative a person with authority to settle the dispute;
- 2. Within [14] days of the second notice referred to in paragraph1 of this clause, the representatives shall meet and in good faith seek to resolve the dispute as quickly as possible;
- 3. If the dispute is not resolved within the following 14 days (or within such period as the representatives may agree), then the parties will proceed to mediation. Within a further [14] days, the parties will seek to agree upon a mediator as well as a procedure and timetable for any exchange of documents and other information relating to the dispute, and the procedure for mediation. Each party will be responsible for one half of the costs of engaging the mediator;

- 4. The parties agree that the purposes of any exchange of documents and information, and of any offers which may be made during this process, is to attempt to settle the dispute. Neither party may use any such documents, information or offers for any purpose other than an attempt to settle the dispute; and
- 5. If;
- i. a party fails to comply with the timetable set out in this clause; or
- ii. the parties fail to agree on the appointment of a mediator;
- iii. the dispute is not resolved by mediation;

then where paragraph (i) applies the other party may, and where paragraph (ii) or (iii) applies either party may, refer the dispute to the [Minister] for a decision. [The Minist decision shall be final and binding on the parties].

SIGNED on

SIGNED by THE CONSERVATOR OF FLORA AND FAUNA in the presence of  Signature of Witness  Print name		By executing this agreement the sig natory warrants that the signatory is duly authorised to execute this agreement as THE CONSERVATOR OF FLORA AND FAUNA  Print Name
SIGNED for and on behalf of the	)	Signature of 1 <sup>st</sup> Lessee
in the presence of:	)))	
Signature of Witness	))	Print Name
Print name	))))))	Signature of 2 <sup>nd</sup> Lessee  Print Name
SIGNED for and on behalf of	)	Signature of authorised officer
in the presence of:	) ) ) )	Print name and position
Signature of Witness	)	Signature of second authorised officer* *see note below
Print name	) ) ) ) ) ) ) ) )	Print name and position  Affix common seal if required under constitution

Note:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange.

Also date the cover page.

Individual: Must be signed by the individual lessee and witnessed.

Incorporated Association: Must be signed in accordance with the constitution, which may or may not require the common seal to be affixed. As a

minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (for example, by 2 directors or a director and a secretary.

Common seal may be affixed if required under the company constitution.

# 4. SITE ASSESSMENTS and LAND ACTION PLANS -Purpose

# 4.1 The Objective of the Site Assessment is to:

- a) document the current condition of the subject property and adjoining land where appropriate;
- b) assist in the preparation of Land Action Plan and private property management plans;
- c) recognise the achievement of environmental management goals by the Lessee;
- d) recognise the existence of previous land management agreements and achievements made by the Lessee under that agreement; and
- e) identify issues requiring further attention by the Lessee in conjunction with territory agencies through relevant Land Action Plan (See below).

This Assessment is an opportunity for the Lessee to review management techniques and goals as well as identifying ways in which assistance is required to achieve those goals. It gives the Lessee and Territory a benchmark environmental report on the subject leased land and on adjacent lands. Joint agreement is required on this Site Assessment.

This Site Assessment can be used to assist the preparation of a private Property Management Plan and forms part of compliance with the general environmental du required of Lessees under the *Environment Protection Act 1997*.

\*Lessees are encouraged to collaborate with neighbouring lessees and land managers who are managing similar environmental issues to synchronise their Land Management Agreements (when appropriate) so that resources (Eg: machinery, chemical, labour) and funding can be strategically targeted at a broader catchment scale. Securing sufficient funding to undertake projects is increasingly more competitive and an integrated approach across the landscape targeting key priorities will increase the results achieved and ensure valuable resources are utilised at their optimum

# 4.2 The Objective of the Land Action Plan:

The preparation of Land Action Plan is the next step in the Land Management Agreement process. In the case of most leases, only a few Land Action Plans will be required to address specific environmental problems. Successful implementation of the Land Action Plan may remove the need for further documentation at a later stage.

This section of the Land Management Agreement documents the Land Action Plan as required. Where a lessee has already prepared separate documents outlining relevant management strategies for the site, it is encouraged that these documents be referenced and attached to the Agreement.

The objectives of these Land Action Plans are to:

facilitate the rehabilitation of environment damage on individual properties;

manage conservation and heritage issues on individual properties and/or

minimise environmental harm on properties through the development and implementation of appropriate management strategies.

Minimise diffuse source water pollution of waterways by focusing on land management practices that reduce water quality issues

In all cases, the Land Action Plan are intended to address those land management issues that are recognised as requiring specific management obligations. The plans are intended to assist you to improve/recognise particular management issues that require ongoing attention.

# 4.3 Mandatory Land Action Plans:

1. Mandatory Land Action Plan are required for the following issues on all leased properties:

If the lease is within a drinking water catchment

Bush Fire Management; and

Drought Management.

2. A Land Action Plan will be required where any of the following land uses are existing or proposed on the subject property

Horse Agistment / Equestrian Facility (excluding horses used for primary production);

Goat or Deer farming;

Irrigated Horticulture;

Irrigated Viticulture;

Irrigated Market Gardening; and

Tourism Facility/Farm Stay Accommodation.

A Land Action Plan may also be required where other existing or proposed enterprises were specified in Section 5. In these cases, please discuss with the nominated ACT Government office.

3. Land Action Plan will be required where the following heritage and environmental factors are recognised in Sections: (7), (11), (13), as occurring on the property.

Pest Plants and Pest Animals;

Sites of Significant Environmental Value; and

Sites of Heritage Significance.

4. Land Action Plan will be required if one or more questions under the following environmental factors received a answer in Sections (8), (9), (10), (12) of the Site Assessment.

Soil Condition;

Contaminated Sites:

Water Resource Management and Riparian Zones; and

Other Native Vegetation.

# 4.4 Assessment Instructions:

# Instructions:

To complete this Section of the Agreement, either provide the information required or tick (<) the boxes (0) provided.

Completion of this Assessment will require the use of two principal techniques:

#### Visual Assessment:

This technique involves you inspecting particular aspects of your land and undertaking some quick measurements. Although the majority of this should be able to be undertaken by yourself, you may engage whatever help you feel is necessary including assistance from the local land care group or other sources.

This Assessment recognises a number of factors that may be documented through the use of photographs. In using this approach it is important that a camera with a similar lens is used in each Assessment and that the photos are taken from the same place and in the same direction. These details can be recorded under the photos.

A topographic map and a current aerial photograph of your lease have been provided by Parks, Conservation and Lands. Please mark on the map all relevant issues as indicated at the commencement of each assessment section.

The recording of GPS coordinates to indicate the location of photo points for increased accuracy can also be included in the spaces provided.

#### Technical Assessment:

Technical assessments are required in respect of sites of significant environmental value and heritage value. The Territory will undertake assessments of these sites in conjunction with you. All issues marked on the map during the assessment stage will be ground truthed by PCL staff when a site visit is conducted as part of the LMA application process.

5. EXISTING AND PROPOSED PRINCIPAL RURA 5.1 Summary:	AL ENTERPRISES
What is the size of the property:	(hectares)
What is your objective/vision for property management? ( e.g.: To production)	maintain sustainable landscape and pasture
What are the key actions required to achieve this objective?	

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<sup>\* (</sup>Need more room? Please add additional pages as required.)

# 5.2 Existing Rural Enterprises Assessment

What are the principal EXISTING RURAL ENTERPRISES (within the lease purpose provisions) currently being undertaken on the subject property?

	Please tick all that apply:	(<)
Grazing		0
Cropping		0
Horse Agistment/Equestrian Facility(excluding horses used for or in primary production) (Land Action Plan required)		0
Goat or Deer farming (Land Action Plan required)		0
Horticulture (Land Action Plan required if irrigated)		0
Viticulture (Land Action Plan required if irrigated)		0
Market Gardening (Land Action Plan required if irrigated)		0
Tourism Facility / Farm Stay Accommodation (Land Action Plan required)		0
Other (Please Specify):		0
What is the current stock carrying capacity of your lease expressed in Dry Sheep	Equivalents (DSE)?	
	DSE	

What is your anticipated average stocking level? (Please provide approximate number and Total DSE
equivalents for each stock type.)

*Note:* For the purpose of this assessment, on average: 1 goat = 1.0 DSE= 10.0 DSE= 1.0 DSE1 dry cow 1 sheep 1 deer = 3.0 DSE= 17.5 DSE1 lactating cow 1 lactating ewe = 1.75 DSE1 weaner = 9.0 DSE1 hogget = 1.3 DSE1 steer = 13 DSE1 kangaroo = 0.75 DSE= 12.0 DSE1 rabbit 1 horse = 0.11 DSE

Type of Animal: Number: Total DSE: Number: Total DSE: Type of Animal: Type of Animal: Number: Total DSE: Type of Animal: Number: Total DSE:

**Totals:** Number **Total DSE:** 

**Please Add Detail:** 

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<sup>(\*</sup> Please ensure you include the average total grazing pressure for the whole year which includes grazing pressure from pest animals such as rabbits and kangaroos. **Note**: When the biomass of pasture falls below approximately 250 kilograms per hectare grazing competition between sheep and rabbits is at its highest. Also ensure fluctuating stocking rates from changing enterprise throughout the year are included such as lactating cows, steers, ).

# 5.3 Existing Enterprise · Land Action Plan

The Existing Enterprises will be managed in accordance with the Agreement outlined in Section 2 of this Document.

	Please tick all that apply:	(<)
a) Horse Agistment/Equestrian Facility (exc. horses used for or in primary production)		О
b) Goat or Deer farming		О
c)Irrigated Horticulture		0
d) Irrigated Viticulture		0
e) Irrigated Market Gardening		0
f) Tourism Facility/Farm Stay Accommodation		0
g) Other (Please specify):		0
Details of Management:	. ,	
Complete the following sections in the spaces provided and add additional pages as re	equired.	
a) Description of Associated Land Management Issue/s:		
b) Proposed Actions/Required Facilities to Issues:		
b) Proposed Actions/Required Facilities to Issues:		
c) Indicative Timetable:		
(include timetable for achievement of proposed Actions, appropriate monitoring a	nd review)	

d)	Lessee	Res	nonsi	hility	v
u,	LCGGCC	1100	ponsi	OIII	y

(Refer to Section 2.4 Statement of Responsibilities which includes responsibility for implementation of actions and proposed monitoring)

# e) Territory Responsibility:

(Refer to Section 2.5 Statement of Responsibilities which outline the level of contribution and/or assistance and role in monitoring)

# 5.4 Proposed Rural Enterprise Assessment

Are there any PROPOSED RURAL ENTERPRISE(S) (within the lease purpose provisions) to be undertaken on the subject property?

	Please tick all that apply:	(<)
No change proposed (refer above)		0
Grazing		0
Cropping		0
Horse Agistment/Equestrian Facility(excluding horses used for or in primary production)	)	
(Land Action Plan required)		0
Goat or Deer farming (Land Action Plan Required)		0
Horticulture (Land Action Plan required if irrigated)		0
Viticulture (Land Action Plan required if irrigated)		0
Market Gardening (Land Action Plan required if irrigated)		0
Tourism Facility/Farm Stay Accommodation (Land Action Plan required)		0
Other (Please Specify):		0

# What is your anticipated average stocking level? (Please provide approximate number and Total DSE equivalents for each stock type.)

*Note:* For the purpose of this assessment, on average:

1 dry cow	= 10.0 DSE	1 sheep	= 1.0 DSE	1 goat	= 1.0 DSE
1 lactating cow	= 17.5 DSE	1 lactating ewe	= 1.75 DSE	1 deer	= 3.0 DSE
1 weaner	= 9.0 DSE	1 hogget	= 1.3 DSE		
1 Steer	= 13 DSE	1 kangaroo	= 0.75 DSE		
1 horse	= 12.0 DSE	1 rabbit	= 0.11 DSE		

Type of Animal:	Number:	Total DSE:
Type of Animal:	Number:	Total DSE:
Type of Animal:	Number:	Total DSE:
Type of Animal:	Number:	Total DSE:

Total Number Total DSE:

# **Please Add Detail:**

(\* Please ensure you include the average total grazing pressure for the whole year which includes grazing pressure from pest animals such as rabbits and kangaroos. Note: When the biomass of pasture falls below approximately 250 kilograms per hectare grazing competition between sheep and rabbits is at its highest. Also ensure fluctuating stocking rates from changing enterprise throughout the year are included such as lactating cows, steers).

# 5.5 Proposed Rural Enterprise Land Action Plan

The Proposed Enterprises will be managed in accordance with the Agreement outlined in Section 2 of this Document.

Nature of Proposed Enterprise requiring Land Action Plan:			
	Please tick all that apply (<		
a)Horse Agistment/Equestrian Facility (exc. horses used for or in primary production)			
b)Goat or Deer farming	(		
c)Irrigated Horticulture	(		
d)Irrigated Viticulture	(		
e) Irrigated Market Gardening	(		
f)Tourism Facility/Farm Stay Accommodation	C		
g)Other (Please specify):	0		
D. 11 635	-		

#### **Details of Management:**

Complete the following sections in the spaces provided and additional pages as required

# a) Description of Associated Land Management Issue/s:

# b) Proposed Actions/Required Facilities to Issues:

#### c) Indicative Timetable:

(include timetable for achievement of proposed Actions, appropriate monitoring and review)

d)	<b>Lessee Responsibility:</b> (Refer to Section 2.4 Statement of Responsibilities which includes responsibility for implementation of actions and proposed monitoring)

# e) Territory Responsibility:

(Refer to Section 2.5 Statement of Responsibilities which outline the level of contribution and/or assistance and role in monitoring)

6. Eastern Grey Kangaroo Management -Assessment and Land Actio	n Plan	
${\bf 1.}\ What is the approximate population of Eastern Grey \ Kangaroo\ populations\ residing\ o$	n your lease?	
2. Have you undertaken any kangaroo population control on your lease previously? If yes, please provide details of culling or other:	Yes	No
3. Do you intend applying to cull kangaroos in the future? Please provide details on your decision:	Yes	No

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# 7. HERITAGE FACTORS

# 7.1 Heritage Assessment

Are you aware of any places of known or potential heritage significance that are located on your lease? (you can make an enquiry to the Heritage Unit otherwise you should list any Aboriginal sites or artefacts, culturally marked (scarred) trees, historic buildings standing or ruined, historic plantings, historic tracks or fencelines, burials/gravesites, rubbish dumps and traces of mining activity) (if you are not sure you can make an enquiry to the Heritage Unit: 13 22 81. (Please also include any other known heritage sites that you are aware of on your lease also)

	Please Indicate:	Yes	0	No	0
Are you aware of any building, structure or site on your lease Register?	e that has been included in	the AC	T Heri	tage Pla	ices
(if you are not sure you can make an enquiry to the Heritage Un	uit)	Yes	0	No	0
If Y to any of the above questions please complete the follow	ing:				
Do any of the sites identified adjoin or cross the boundary of	your lease?	Yes	0	No	0
Do you undertake any maintenance of the building, structure	e or site on your lease:	Yes	0	No	0
Is the condition of the site/s on your lease considered to be:					
Good?					
Stable?					
<b>Deteriorating?</b>					
Are you aware of any threats to the site? (consider for example	le soil erosion, fire risk, rapid	deterio	oration	of built	
elements)					
		Yes	0	No	0
Please Add Detail:					
If there are Aboriginal sites on your lease, are they located in	areas that are grazed, cult	ivated (	or not	used?	
		Yes	0	) No	0
Please Add Detail:					
If photo points have been recorded please enter GPS coordin	nates:				
•					
Easting:Northing:	••••••				

# 7.2 Heritage Sites Land Action Plan

Sites of Heritage Significance will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document.

Details of Management for Specific Sites (where relevant):

Where sites are individually of high significance and are entered in an ACT heritage register some special land management may be beneficial- eg. The location of some Aboriginal artefact scatters may best be left undisturbed by ploughing or other ground disturbance, or some historic structures may need firebreaks or control of introduced plantings. Complete the following sections in the spaces provided and add additional pages

as required.
a) Description of Specific Sites and Management Issues:
b) <b>Desired Outcome:</b> (eg. Conservation of site, monitoring of site condition, mitigation of threats to the place, bet understanding of the site/s and their value, compliance with legislation)
c) Proposed Action: (eg. Agree to consult with ACT Heritage Unit prior to change of activity at site location, maintain firebreak, any fencing required, organise conservation management plan for site etc)
<b>d) Proposed Timetable:</b> (Refer to Section 2 Statement of Responsibilities which includes responsibility for implementation of actions and proposed monitoring)
e) Proposed Performance Measures:  1. Develop familiarity with the place/s. (eg. the Lessee has looked at the area known to contain a heritage place, has become familiar with its nature and condition, has sought advice/assistance from the Heritage Unit to locate the place. Develop some positive steps to conserve the place. (eg. if an Aboriginal site was in an area of poor ground condition, a performance measure might be revegetation of the ground surface)

**f) Lessee Responsibility:** (Refer to Section 2.4 Statement of Responsibilities which includes responsibility for implementation of actions and proposed monitoring and consultation with relevant Aboriginal organisations if needed)

g) Territory Contribution: (Refer to Section 2.5 Statement of Responsibilities which outline the level of contribution and/or assistance and role in monitoring, plus consultation with relevant Aboriginal organisations if needed)

ACT Heritage Unit agrees to provide input to the development and implementation of Conservation Management Plans for the subject site/s by:

advising about funding sources available to individuals or community groups for conservation of places of heritage significance and assisting with preparation of funding applications (if required).

advising about preparation of Conservation Management Plans (where relevant)

monitoring and reviewing the implementation of the Conservation Management Plan at no cost to the Lessee in preparation for the next Land Management Agreement

providing a field visit by Heritage Unit officers to assist lessee in identification of the place/s and provide advice

facilitating appropriate Aboriginal consultation if, and as required.

# 8. SOIL CONDITION

# 8.1 Soil Assessment

#### Reason for Assessment:

Soil loss, acidity and salinity are major problems facing rural land management.

The loss of soil from a property through erosion has the potential to impact on the productivity of the property, as well as creating land management and water quality issues elsewhere in the catchment. Such issues include:

Loss of top soil containing organic matter crucial for new vegetation growth;

increased nutrient levels in water courses, dams and lakes resulting in algal blooms;

sedimentation of water courses increasing the potential for flooding; and

decreased water quality for aquatic ecosystems and down stream uses.

Salinity and acidity has the potential to impact on the productivity of the property, as well as creating land management and quality issues elsewhere in the catchment.

Managing groundcover in the form of pasture cover is the most effective way to minimise run-off and erosion across your property. By reducing run-off land holders will encourage increased soil moisture for plant growth; while reducing erosion will increase soil organic matter, water quality and prevent the loss of soil nutrients, topsoil and soil structure.

Within the ACT, properties will consist of numerous agricultural land classes, from class 2 being land capable of sustaining regular cultivation to class 5 being land unsuitable for agricultural practices other than light grazing. In order to prevent soil and nutrient loss across these areas leases should to be divided into production units based on land class. Once these production units have been identified these areas can be managed uniquely to reduce soil and nutrient loss through well managed ground cover levels.

To fully understand the soil types on your property and to manage soil acidity a soil Ph test can be undertaken. The soil Ph of a property will change over time in accordance with weathering, parent material and current agricultural practice and can fluctuate during the year. Long periods of extended dry conditions can have adverse affects on soils, resulting in higher than normal nitrogen(N) and phosphorus (P)levels in the topsoil which, if there is insufficient ground cover, will be lost

This Assessment and associated Land Action Plan are designed to minimise soil loss from your property and associated problems down stream, as well as reducing salinity problems.

#### Method of Assessment:

Visual Assessment - Show on Plan the location of:

all active gully erosion and its relationship to permanent rivers and streams;

all non-active gully erosion;

areas subject to sheet erosion;

area/s of bare ground larger than 50m2;

areas affected by acidity; and

areas affected by salinity.

Document with photos and identified locations and extent on plan.

Yes to any of the following questions will require the completion of a Land Action Plan

1) Please identify the main slope forms across your lease;

		Pa	ddock Slop	е	
	Flat <2%	Gentle 2 10%	Moderate 10 20%	Steep >20%	Drainage line Y/N
Percentage of lease: %					

2) Is there evidence of any of the following erosion issues on this lease? (Please tick one or more boxes):

Erosion Type	Present	Active	Non Active
Sheet Erosion			
Gully Erosion			
Tunnel Erosion			
Mass Movement (land slumps)			
Rill erosion			
Stream bank erosion			

3)	Are any of these Erosion issues discharging directly into rive	ers or streams?			
,	into any or enest interest insures and energy and energy into any	Yes	0	No	0
<b>4</b> )	Do you plan to undertake any remedial action on any of the				
		Yes	0	No	0
5)	Dose the pasture base on your property contain salinity indi (e.g. Sea Barley Grass, Couch, Annual beard Grass, spike Ru	<b>Q 1</b>			
		Yes	0	No	0
If yes	es please provide an estimate of the area theses species prevail	hec	tares		
6)	Dose the pasture base on your property contain acid-indica	ating plants? (e.g. Sorrel).			
		Yes	0	No	0
If yes	es please provide an estimate of the area theses species prevail	hec	tares		
7)	Have you undertaken any soil testing over the past 3 year p	eriod.			
		Yes	0	No	0
8)	Have these soil tests been used to develop and implement st	rategic fertilising programs			
-,	,	Yes	0	No	0
If ves	es, please add detail:				

If photo points have been recorded please identify these points on an attached map or enter GPS coordinates:

Easting:

Northing:

# 8.2 Soil Land Action Plan

Soil Loss, Acidity and Salinity will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document.

# **Details of Management:**

Complete the following sections in the spaces provided and add additional pages as required.

# a) Description of Issue:

# b) Desired Outcome (e.g.: Maintain or exceed baseline ground cover as per land classes):

Development and implementation of a pasture program focusing on increasing ground cover and pasture productivity.

Maintain overall soil structure and fertility.

Allow establishment of sufficient pastures and ground cover prior to the increase of stocking rates.

Prevent erosion issues from further development.

Healthy layer of organic matter on soil surface.

Minimal bare soil.

Soil organisms help to maintain the stability of soils as well as enabling proper aeration and drainage.

# c) Proposed Action:

(Undertake Ph tests on strategic sites of property to gauge the most appropriate management options for your property

Fencing and re vegetation of currently active areas of erosion.

Implementation of sacrifice paddocks during periods of inadequate pasture cover (below 700 kg Dry Matter/ha). Ensuring stock have access to adequate water supply during these periods (approximately 2 6 L/DSE/day).

Revegetation of sacrifice paddocks using desirable species once the agreed acceptable pasture growth level (700kg/DM/ha) has been achieved across the remainder of the property.

Stabilisation of roads using approved road base, to reduce further erosion

Minimal tillage to minimise soil disturbance

If cropping rotating the species of crop grown to break cycles and alternate with pasture

Retain stubble to provide organic matter for soil organisms and to encourage diversity.

Maintain healthy organic layer to protect soil surface

Retain deep rooted perennial species to stabilise the soil and provide shelter from the weather

Liming to keep the soil pH in a range favoured by plants will benefit soil organisms too. Be careful when using fertilisers that have an acidifying effect, as this will decrease soil organism numbers and diversity.).

**d) Proposed Timetable:** (Refer to Section 2 Statement of Responsibilities which includes responsibility for implementation of actions and proposed monitoring)

	s and proposed monitoring)			
Territory Responsi	bility: (Refer to Section 2.5 Statement of the statement	atement of Responsibi	lities which outline the le	evel of
	07			

# 9 CONTAMINATED SITES

#### Reason for Assessment:

Contaminated sites are major problems facing rural land management and pose a potential threat to human health. A contaminated site has the potential to impact on the productivity of the property, as well as creating land management and water quality issues elsewhere in the catchment. Such issues include:

contaminates leaching into water courses, dams and lakes;

contaminates leaching into sub-soil; and

potential to contaminate produce.

This Assessment and associated Land Action Plan are designed to minimise impact from contaminated site on your lease and associated problems down stream

# Method of Assessment:

Visual Assessment - Show on Map the location of:

all imported spoil on the lease including any gully erosion filling and its relationship to permanent rivers and streams:

fuel storage, agricultural chemical storage areas or other hazardous material storage areas; rubbish tips;

plunge and spray sheep dips; and

animal disposal pits.

Document with photos, identified locations (GPS coordinates) and extent on plan.

Y to any of the following questions will require the completion of a Land Action Plan

9.1 Contaminated Sites Assessment (please tick)	Yes	0	No	0
Do you store fuel, agricultural chemicals or other hazardous materials on your property?	Yes	0 No		0
Do you have introduced spoil on your property? (Spoil definition: Spoil: Excess material which can include soil and other waste.)	Yes	0 No		0
Do you intend introducing spoil on your property?	Yes	0 No		0
Do you have a rubbish tip on your property?	Yes	0 No		0
Do you have sheep dip/s on your property?	Yes	0 No		0
Do you have an animal disposal pit on your property?	Yes	0 No		0
If photo points have been recorded please enter GPS coordinates:				
Easting:Northing:				
Please add detail:				

# 9.2 Contaminated Sites Land Action Plan

1. Contaminated sites will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document. **Details of Management:** Complete the following sections in the spaces provided and add additional pages as required. a) Description of Issue: b) Desired Outcome: c) Proposed Action:

**d) Proposed Timetable:** (include timetable for achievement of proposed Actions, appropriate monitoring and review)

e) Lessee Responsibility: (Refer to Section 2.4 Statement of Responsibilities which includes responsibility for implementation of actions and proposed monitoring)
f) <b>Territory Responsibility:</b> (Refer to Section 2.5 Statement of Responsibilities which outline the level of contribution and/or assistance and role in monitoring)

# 10 WATER RESOURCE MANAGEMENT

# 10.1 Water Quality Resource Assessment

# Reason for assessment: Water Quality Resource

All water use from Territory water bodies including surface water and groundwater is controlled by

Water Resources Act 2007

# Surface water

Surface water is water taken from waterways or any structure that collects surface water. Examples can include permanent or intermittent rivers, streams, ponds, dams, lakes, wetlands and stormwater systems. A

Water Access Entitlement (WAE)

and a

Licence to Take Water

must be held before surface water can be used.

However, there are some exemptions from the requirement to hold a licence and contact should be made with the Water Resources Unit.

#### Groundwater

Groundwater is water taken from underground aquifers and streams below the ea surface. A Water Access Entitlement (WAE)

and a

Licence to Take Water

must be held before groundwater can be used. A

Bore Work Licence

must also be obtained for the construction of the bore.

#### Works in a Waterway

Works within a waterway or the building of a structure with a capacity of 2 megalitres or more will require a Waterway Works Licence

prior to works commencing. A waterway can include permanent or intermittent rivers, streams, ponds, dams, lakes, wetlands and stormwater systems.

The EPA will assess whether your proposed location is in a waterway, as defined under the Act.

For more information contact:

Water Resources Environment Protection Authority

Telephone 132281

GPO Box 158, Canberra ACT 2601

Y to any of the following questions will require the completion of a Land Action Plan

Is there adequate water available to the property for normal activities to:						0
Only survive one dry summer? Yes				0	No	0
(Or, if no, survive two or more consecutive dry summers?			Yes	0	No	0
Does your property have:  Combined access to other natural and artificial water sources?			Yes	0	No	0
Access to artificial water sources only?			Yes	0	No	0
Access to identified wetlands?			Yes	Ο	No	0
Access to possible wetlands?	Yes	0	No	0	Maybe	0
Please Add Detail:						
If photo points have been recorded please identify these points on an attached	l map	or er	nter GP	S c	oordinates	s <b>:</b>
Easting:Northing:	•••					

# 10.2 Riparian Zones Assessment

The management of riparian zon	ian Zones	
property and for catchment man	nes along permanent watercourses has signifi nagement.	icant implications both for the leased
Failure to adequately manage th	these resources can result in:	
increased soil erosion o	and sedimentation downstream;	
decrease riparian habi	itats;	
increase water nutrient	t levels with associated potential for algal blo	oms; and
decreased water qualit	ty for down stream users.	
permanent watercourses for agr	Land Action Plan are not intended to remove ricultural and domestic purposes. However, t s downstream or on the quality of the water an	hey are intended to ensure that this
Method of Assessment:		
Visual Assessment Show on the	e Plan:	
extent of vegetation and	d fencing along riparian zones.	
Y to any of the following questi	ions will require the completion the Land Ac	tion Plan
	ess to permanent rivers and streams? riparian zone and banks along permanent v bility?	Yes O No Owatercourses on your property, in
Not Applicable	0	
Minimal vegetation a		
Some vegetation and		
Extensive vegetation		
3.What percentage of your ripa		
Not Applicable	0	
Less than 50 % fence	ed off O	
50 to 75% fenced off.	. 0	
Greater than 75% fer	nced off.	
Please Add Detail:		

Easting: ......Northing: .....

# 10.3 Water Quality and Riparian Zones -Land Action Plan

Water Quality and Riparian Zones will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document.

The management of water quality and riparian zones must meet the standards as detailed in the water strategy `Think Water, Act Water' (Vol:2)

In accordance with the Strategy management of riparian zones includes excluding stock from the zone except for habitat or fire fuel management purposes. Agricultural activities to be managed to ensure fertiliser, herbicides or pesticide applications; including ploughing do not impact on streams. Clearing of riparian zones is prohibited. All permitted activities in riparian zones to be conducted in accordance with the Agreement.

act	activities in riparian zones to be conducted in accordance with the Agreement.				
	Details of Management: Complete the following sections in the spaces provided and add additional pages as required				
a)	Description of Issue:				
b)	Desired Outcome:				
c)	Proposed Action:				
	<b>Proposed Timetable</b> :(Refer to Section 2 Statement of Responsibilities which includes responsibility for plementation of actions and proposed monitoring)				

implementation of actions and proposed monitoring)			
f) Territory Responsibility: (Refer to Section 2.5 Statement of Responsibilities which outline the level of			
contribution and/or assistance and role in monitoring)			

e) Lessee Responsibility: (Refer to Section 2.4 Statement of Responsibilities which includes responsibility for

# 11 SITES OF SIGNIFICANT ENVIRONMENTAL VALUE

#### Reason for Assessment:

For the purpose of this Agreement, Sites of Significant Environmental Value are those which are identified as containing or important to the conservation of representative and viable samples of the native species and ecological communities of the ACT. Special management measures to maintain or enhance the values identified may be necessary. Action Plans prepared under the provisions of the

Nature Conservation Act 1980

will provide management guidance where a threatened species or community is involved. The

ACT Nature Conservation Strategy

will provide guidance on Territory conservation policy generally. As a general guide, the presence of native vegetation in good condition is an indication that the land should be assessed in terms of Sites of Significant Environmental Value.

On-going environmental research may identify new sites of significant environmental value over time and these may need to be included in Land Management Agreements.

This Assessment and associated Land Action Plan are intended to recognise these sites and develop appropriate management strategies to ensure that they continue to exist in conjunction with on-going use of the property. Advice regarding the presence of a Site of Significant Environmental Value and its management requirements will be provided by Environment ACT as part of the information package. It is envisaged that all identified Sites of Significant Environmental Value will require a technical assessment.

The management requirements for a Site of Significant Environmental Value may involve significant costs or specialised resources that are not reasonably considered part of a general environmental duty of care. The Territory may consider providing assistance with these costs and resources in recognition of the benefits that accrue to the wider community.

#### Method of Assessment:

Technical Assessment - A Land Action Plan outlining appropriate management strategies for these sites will need to be included in Section 11.2.

Environment ACT will provide information on Sites of Environmental Significance and contribute to the preparation implementation and monitoring of appropriate management strategies.

Method of Assessment - Visual Assessment

11.1 Sites of Significant Environmental Value Assessment				
11.1 Sites of Significant Environmental Value Assessment (Please tick):	Yes	0	No	0
Has a site or sites of significant environmental value been identified on your property by the Territory?				
	Yes	0 No		0
If No, Go to Section 12. If Yes, please complete the rest of this Section				
1. Do any of the sites extend across the lease boundary of your property?				
	Yes	o No		0
2. Has a Land Action Plan been developed for each site of significant environment value	ie on you	r proper	ty?	
	Yes	o No		Ο
3. Do the performance measures contained in the Land Action Plan indicate that environmentained?	onmenta	l values	are bei	ng
	Yes	o No		0
4. Has the presence of sites of significant environmental value on your property affects productivity?	ed agricul	tural		
	Yes	o No		0
Please Add Detail:				
If photo points have been recorded please enter GPS coordinates:				
Easting:Northing:				

# 11.2 Sites of Significant Environmental Value Land Action Plan

Sites of Significant Environmental Value will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document.

# **Details of Management:**

Complete the following sections in the spaces provided and add additional pages as required.

a) Description of Issue:

b) Desired Outcome:

c) Proposed Action:

<b>d) Proposed Timetable:</b> (include timetable for achievement of proposed Actions, appropriate monitoring and review)
e) Proposed Performance Measures:
f) Lessee Responsibility: (Refer to Section 2.4 Statement of Responsibilities which includes responsibility for implementation of actions and proposed monitoring
g) <b>Territory Contribution:</b> (Refer to Section 2.5 Statement of Responsibilities which outline the level of contribution and/or assistance and role in monitoring).  (Parks, Conservation and Lands agrees to provide input to the development and implementation of management strategies for the subject by: monitor and assess the implementation of the management strategy at no cost to the Lessee in preparation for the next agreed Land Management Agreement

# 12 OTHER NATIVE VEGETATION

# 12.1 Other Native Vegetation Assessment

#### Reason for Assessment:

This section recognises the importance of managing other native vegetation, which has not been identified as being of Significant Environmental Value (refer Section 11.1).

It is recognised that appropriate management of native vegetation has the potential to improve the productivity of a property through:

provision of shelter and modifying micro-climates for stocks and crops;

use of native pastures to complement improved pasture programs and maximise stock fodder options; and providing habitats for native birds and animals, which can act as biological controls on pest insects, and animals.

Protection and enhancement of native vegetation can also confer substantial benefits as a lifestyle investment and improve the capital value of rural properties.

It is also envisaged that through this Assessment and associated Land Action Plan, a lessee will take a lead role in the management of their native vegetation resource. It is not intended that timber treatment on existing property be removed through regeneration of native habitats but that any remnant vegetation on the property be managed to maximise its benefit. The option exists within the Land Action Plan to allow for appropriate regeneration while recognising past timber treatment.

Method of Assessment - Visual Assessment

1. What is the mix of pasture on your property?	(Please provide areas of each)
Solely native pasture	hectares
Solely improved pasture	hectares
Mainly native pasture	hectares
Mainly improved pasture	hectares
2. What is the general health of remnant tree stock?	( Please Tick all that are relevant):
deteriorating	0
stable	0
3. Is there any native understorey to the remnant trees?	
No	0
Some	0
4. What is the replacement level (natural or planted) of nat	tive vegetation?
Replacement less than death rate	Ο
Replacement equal to death rate	0
Replacement more than death rate	0
5. What is the extent of shade and shelter available to stock	x in paddocks?
Insufficient	0
Insufficient but action being taken	0
Sufficient	0
Please Add Detail:	

If photo points have been recorded please identify these points on an attached map or enter GPS coordinate	s:
Easting:Northing:	

# 12.2 Other Native Vegetation Land Action Plan

Remnant Flora and Fauna will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document.

<u> </u>	Details	of	Manag	ement:
	Details	of	Manag	ement:

Complete the following sections in the spaces provided and add additional pages as required.

a) Description of Issue	e:
-------------------------	----

b)	Desired	Outcome:

c) Proposed Action:

d) **Proposed Timetable**: (include timetable for achievement of proposed Actions, appropriate monitoring and review)

e) Lessee Responsibilities: (Refer to Section 2.4 Statement of Responsibilities which includes responsibility for implementation of actions and proposed monitoring)
f) Territory Responsibilities: (Refer to Section 2.5 Statement of Responsibilities which outline the level of contribution and/or assistance and role in monitoring)

### 13 PEST PLANTS AND ANIMALS

### 13.1 Pest Plants Assessment

#### Reason For Assessment:

Pest plants can have a detrimental impact on the productivity of any individual lease as well as the broader quality of the environment. Such plants are difficult to manage on a property by property basis and a co-ordinated catchment approach is required with all individual landholders playing a part.

The broad approach to management of pest plants in the ACT is provided in the

ACT Weeds Strategy

This strategy categorises pest plants on the basis of their impact and control requirements.

#### **Declared Pest Plants**

The

Pest Plants and Animals Act 2005

states which species are declared Pest Plants in the ACT and what the responsibilities are of the landholder to control these species. Any declared pest plant species requires the preparation of a plan to stop their spread.

Please see the list below.

#### Method of Assessment:

Visual Assessment Show on map location of weed infected areas.

A Land Action Plan outlining appropriate management strategies for any pest plants present will need to be included in Section 13.2 below.

After undertaking a visual inspection of your property, please mark the weeds present below.

#### Category 1 · Notifiable

Category 1 Plants are of limited distribution or which do not occur in the ACT. Are notifiable within 7 days and must be fully and continuously suppressed by all landholders.

Please mark if present on property	Common Name	Scientific Name	Prohibited <sup>1</sup>
	Broad-kernel Espartillo	Achnatherum caudatum	X
	Alligator Weed	Alternanthera philoxeroides	Х
	Cabomba	Cabomba caroliniana	X
	Spotted Knapweed	Centaurea maculosa	X
	Horsetail	Equisetum species	X
	Senegal Tea Plant	Gymnocoronis spilanthoides	X
	Kochia	Kochia scoparia	X
	Lagarosiphon	Lagarosiphon major	X
	Parr Feather	Myriophyllum aquaticum	X
	Lobed Needlegrass	Nassella charruana	X
	Parthenium Weed	Parthenium hysterophorus	X
	Water Lettuce	Pistia stratiotes	X
	Salvinia	Salvinia molesta	X
	Fireweed	Senecio madagascariensis	X
	Rhus Tree	Toxicodendron succedaneum	X

<sup>&</sup>lt;sup>1</sup>Weeds marked as Prohibited above are also classed as **Category 4**: Prevent/Restrict. Category 4 Weeds are a plant, or any part of, which cannot be sold, propagated or knowingly distributed. The plant must be prevented from spreading to adjoining properties (See page 38).

# Category 2 · Suppress

A plant that is present in the ACT at a level where control is easily achievable with current knowledge, techniques and resources. Infestations of Category 2 weeds must be fully and continuously suppressed by all land managers to significantly reduce infestation and prevent further spread.

Please mark if present on property	Common Name	Scientific Name	Prohibited <sup>1</sup>
	Broom species	Cytisus (ALL species)	X
	Broom species	Genista (ALL species)	Х
	African Boxthorn	Lycium ferocissimum	X
	Sweet Briar, Briar Rose	Rosa rubiginosa	Х
	All Willows except for the permitted species: Weeping Willow Pussy Willow Sterile Pussy Willow	Salix ALL species of willow, except for the permitted species: Salix babylonica Salix x calodendron Salix x reichardtii	Х
	Gorse	Ulex europaeus	Х
	Noogoora Burr	Xanthium occidentale	
	Bathurst Burr	Xanthium spinosum	
	Nodding Thistle	Carduus nutans	

# Category 3 Contain

A plant that is so widespread that total suppression and destruction is impractical. Category 3 Weeds must be controlled to contain them to the affected locality.

Please mark if present on property	Common Name	Scientific Name	Prohibited <sup>1</sup>
	Slender Thistle	Carduus pycnocephalus	
	Slender Thistle	Carduus tenuiflorus	
	Saffron Thistle	Carthamus lanatus	
	Hawthorn	Crataegus monogyna	Х
	Patersons Curse	Echium plantagineum	
	African Love Grass	Eragrostis curvula	
	St John Wort	Hypericum perforatum	
	Chilean Needle Grass	Nassella neesiana	Х
	Serrated Tussock	Nassella trichotoma	Х
	Scotch Thistle	Onopordum acanthium	Х
	Illyrian Thistle	Onopordum illyricum	X
	Radiata Pine	Pinus radiata	Х

All Blackberry except for the permitted cultivars:  Black satin Chester Thornless Dirksen Thornless Loch Ness Smoothstem Thornfree	All Rubus fruticosus (aggregate) species except for the permitted cultivars:  R. armeniacus and R. ulmifolius species hybrid	X
Chehalem	R.armeniacus species hybrid R.ursinus and R. armeniacus species	
Murrindindi Silvan	hybrid	

# Category 4: Prevent/Restrict.

Category 4 Weeds are a plant, or any part of, which cannot be sold, propagated or knowingly distributed. The plant must be prevented from spreading to adjoining properties.

Please mark if present on property	Common Name	Scientific Name	Prohibited <sup>1</sup>
	Cootamundra Wattle	Acacia baileyana	X
	Prickly Acacia	Acacia nilotica ssp. indica	Х
	Box Elder	Acer negundo	X
	Tree of Heaven	Ailanthus altissima	Х
	Black Alder	Alnus glutinosa	Х
	Pond Apple	Annona glabra	Х
	Bridal Creeper	Asparagus asparagoides	X
	Nettle Tree	Celtis australis	Х
	Bitou Bush / Boneseed	Chrysanthemoides monilifera	Х
	Pampas Grass	Cortaderia jubata	X
	Pampas Grass	Cortaderia selloana	Х
	Cotoneaster	Cotoneaster franchettii	X
	Cotoneaster	Cotoneaster glaucophyllus	X
	Cotoneaster	Cotoneaster pannosus	
	Cotoneaster	Cotoneaster salicifolius	
	Cotoneaster	Cotoneaster simonsii	
	Rubber Vine	Cryptostegia grandiflora	Х
	Water Hyacinth	Eichornia crassipes	
	English Ivy	Hedera helix	
	Hymenachne	Hymenachne amplexicaulis	
	Lantana	Lantana camara	Х
	Japanese Honeysuckle	Lonicera japonica	Х

Please mark if present on property	Common Name	Scientific Name	Prohibited <sup>1</sup>
	Broad-leaf privet	Ligustrum lucidum	Х
	Narrow-leaf privet	Ligustrum sinense	Х
	Mimosa	Mimosa pigra	Х
	Parkinsonia	Parkinsonia aculeate	Х
	Yellow Bamboo	Phyllostachys aurea	Х
	White Poplar	Populus alba	X
	Lombardy Poplar	Populus nigra talica	Х
	Mesquite	Prosopis spp.	Х
	Firethorn	Pyracantha angustifolia	X
	Scarlet Firethorn	Pyracantha coccinea	X
	Firethorn	Pyracantha fortuneana	Х
	False Acacia	Robinia pseudoacacia	X
	Service Tree, Rowan	Sorbus sp.	X
	Spanish Broom	Spartium junceum	X
	Athel Pine	Tamarix aphylla	Х
	Periwinkle	Vinca major	X

#### 13.2 Pest Plant Land Action Plan

Pest Plants will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document.

### **Details of Management:**

Complete the following sections in the spaces provided and additional pages as required.

All reasonable precautions must be taken to ensure produce, soil, livestock, equipment and vehicles are free of weeds before sale or movement from an infested area of the property

**a) Description of Issue and Degree of Infestation:** (\*Detail the Species present, Category and details of pest plant presence/location on the property indicate where the infestation crosses property boundaries.)

<b>b) Desired Outcome of Control Measures:</b> (e.g.: Keeping clean areas clean, reducing larger infestations to containable levels) <u>This is mandatory for all must be suppressed or must be contained weed species.</u>
c) Current and Proposed Action: (e.g.:* Integrated management plan consisting of a combination of pasture improvement, enhancement of local native species, chemical (e.g.: weed spot spraying), strategic grazing/mowing at optimum times, physical removal, working on cross-boundary infestations with adjacent neighbours, plant hygiene practices)
<b>d) Proposed Timetable:</b> (*Detail timetable for achievement of proposed Actions, including monitoring and follow up treatment where required appropriate monitoring and review)

e) Lessee Responsibilities: (Refer to Section 2.4 Statement of Responsibilities which includes responsibility for implementation of actions and proposed monitoring and consultation with relevant Aboriginal organisations if needed)
,
f) Territory Responsibilities: (Refer to Section 2.5 Statement of Responsibilities which outline the level of contribution and/or assistance and role in monitoring)
If photo points have been recorded places identify these points on an attached man or enter CDS accordinates.
If photo points have been recorded please identify these points on an attached map or enter GPS coordinates:
If photo points have been recorded please identify these points on an attached map or enter GPS coordinates:  Easting:

### 13.3 Pest Animal Assessment

#### Reasons for Assessment: Pest Animals

Pest Animals can have a detrimental impact on the productivity of any individual lease. Pest animals are generally only one of several land management issues that can face a land manager. Their control is an integral component of effective integrated farm management. Due to their mobility such animals are more difficult to assess and control than pest plants and greater co-ordination of approaches is required.

#### **Declared Pest Animals**

The Pest Plants and Animals Act 2005

states which species are declared Pest Animals and what the responsibilities are of the landholder to control these species. Any declared pest animal species requires the preparation of a plan to stop their spread.

#### Native Animals

It is acknowledged that some native animals can have an adverse impact on farming land. Land managers can apply for a Licence to cull native animals

by contacting the Licensing and Compliance Unit on 132281

#### Method of Assessment:

Visual Assessment Show on Map relationship of Pest Animals to adjoining properties.

A Land Action Plan outlining appropriate management strategies for any pest animals present will need to be included in Section 13.4.

a)

Please mark if present on property	Common Name	Scientific Name
	Wild rabbit	Oryctolagus cuniculus (wild)
	Wild Dingo/Wild dog	Canis lupus (wild)
	Wild Deer species	Cervus spp. and Dama spp (Wild).
	Wild pig	Sus scrofa (wild)
	Wild Goat	Capra hircus (wild)
	European red fox	Vulpes vulpes
	European wasp	Vespula germanica

(List taken from the Declared Pest Animals of the ACT Appendix 1.)

### Please list any other pest animals present:

b) What is the impact of these Pest Animals on the Total Grazing Pressure on your property in relation to the carrying capacity stated in Section 3.2?

50% or more greater than Existing DSE O 25% -49% greater than Existing DSE O 0%-24% greater than Existing DSE O

c) Is there any relationship between the above pest animals and adjoining properties?

Yes O No O

d) Specify details (Species / Nature of adjoining land ownership):
13.4 Pest Animal Land Action Plan
Pest Animals will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document.
Details of Management:
Complete the following sections in the spaces provided and add additional pages as required.
a) Description of Issue: (* Detail the Species present the location of infestation on property (possible location of harbours, and the impact of the Pest Animal Presence including Cross- Boundary Issues)
b) Desired Outcome: (* Sustainable populations of pest animals to achieve nil impact upon rural enterprises and
natural resources)

c) <b>Proposed Action:</b> (* Detail control programs currently in place; liaising with neighbouring property managers to coordinate control programs).
d) Proposed Timetable: (include timetable for achievement of proposed Actions, appropriate monitoring and review)
e) Lessee Responsibilities: (Refer to Section 2.4 Statement of Responsibilities which include responsibility for
implementation of actions and proposed monitoring and consultation with relevant Aboriginal organisations if needed)

<b>f). Territory Responsibilities:</b> (Refer to Section 2.5 Statement of Responsibilities which outline the level of contribution and/or assistance and role in monitoring)	
F0040.00	15

### 14 DROUGHT RISK MANAGEMENT

#### Reason for Assessment:

Drought is a naturally occurring regular part of the climatic cycle of the Australian continent.

Being prepared before an extended period of extreme dry conditions occurs can minimise the impact of drought on the individual agricultural operations and the associated environments. It can also ensure healthier pastures and

Drought periods develop gradually not overnight. Leaving action until a drought period is established is often too late as resources will not be able to cope with the unexpected demands, which will severely impede the management choices left available to cope with the increased pressure. Delaying preparation will also cost land managers much more in the long term from loss of production and having a degraded landscape that cannot support its stock.

Lessees need to pro- actively plan for drought occurrences by:

designing and implementing improvements to their property;

by preparing a written farm management plan

that prepares the manager for adverse risks to the property

such as minimising the impact of drought;

and implementing appropriate management practices before, during and after drought periods to minimise the impact on the land;

to recognise the approaching drought situation trigger points and acting appropriately

to ensure the land is more resilient after long periods of stress

This Assessment and associated Land Action Plan are intended to address these issues.

A Land Action Plan addressing Drought Risk Management is mandatory for a leased rural property. Please provide.

Method of Assessment: Technical

# 14.1 Mandatory Drought Risk Assessment

(Please Tick if **Yes or No**): < Yes O No

0

1. Have you implemented any strategy to minimise the impact of drought? **Please Add Detail:** 

2. What lone	g term	planning	has been	undertaken t	to minimise the	impact of o	drought on <b>'</b>	vour pro	perty	<i>7</i> '

Written Farm Management Plan			
(including a drought management section)	Yes	0 No	0
Identification of Land Classes on Property and appropriate groundcover	Yes	0 No	0
Water Audit to Ensure Supply	Yes	o No	0
Dams	Yes	o No	0
Water troughs	Yes	o No	0
Domestic water tanks	Yes	o No	0
Native pasture retention	Yes	o No	0
Fodder sheds	Yes	o No	0
Reduced stocking levels	Yes	o No	0
Off farm investment	Yes	o No	0
Tax planning	Yes	0 No	0
Risk management training	Yes	0 No	0

### 3. What short term actions are used to manage drought on your property?

(Please Tick if **Yes or No**): < Use of identified drought trigger action points Yes O No (eg: extended precipitation reduction) 0 Monitoring of required minimal groundcover applicable to each land class Yes O No 0 Monitoring of stock health and welfare Yes O No 0 Use of stock containment paddocks Yes O No 0 Purchase of fodder Yes O No 0 Early reduction of stocking levels Yes O No 0 Regular water tests to monitor palatability Yes O No 0 Other Yes O No 0

#### **Please Add Detail:**

# 14.2 Mandatory Drought Risk Land Action Plan

This Land Action Plan will be implemented in accordance with the Agreement outlined in Section 2 of this Document.

### **Details of Management:**

(Complete the following sections in the spaces provided, add additional pages as required and attach copy of relevant documentation)

### a) Current threats to property from drought:

#### b) Before a Drought:

Long term planning initiatives to minimise the potential impact of drought: (Initiatives to consider include)

Preparation of a written farm management plan covering drought and risk;

provision of dams, water troughs, domestic water tanks;

sufficient fodder sheds;

purchase of reserve fodder in non-drought times and sufficient reserves to cover extended seasons;

pasture management to retain ground cover; protecting the soil, weed prevention and pastures;

off farm investment;

tax planning;

risk management training; and

Familiarisation with long term weather forecasts.

#### c) During a Drought:

Short term Actions to be undertaken in the event of Drought: (Actions to consider include;)

preparation and execution of a property drought plan as an integral component of a written farm management plan, which stipulates what actions to undertake in relation to managing your property in drought conditions;

Utilisation of stock containment and sa crifice p addocks in areas of minimal slope and clear of riparian zones/water supply;

Monitoring of stock health and welfare;

reduced stocking levels to relieve grazing pressure whilst in good condition;

Switch from stock to an alternative enterprise;

grazing the paddocks with the poorest water supplies first); and

 $Applying \ plant \ hygiene \ practices \ to \ minimise \ the \ spread \ of \ weeds \ into \ clean \ bare \ areas.$ 

(	d)	After a Drought: What actions will be undertaken once a drought period passes: Actions to consider include:
		Resting of paddocks;
		Allowance of native pastures to re-seed;
		Re-evaluation of farm management plan;
		Inspection of dams and water supplies for high silt and animal waste levels;
		Replace depleted fodder reserves;
		Review stocking levels and practices; and
		Re sowing and establishment of pasture.
,	e)	Lessee Responsibilities: (Refer to Section 2.4 Statement of Responsibilities which include responsibility for
i	imp	elementation of actions and proposed monitoring and consultation with relevant Aboriginal organisations if needed)
	<b>f</b> ).	<b>Territory Responsibilities:</b> (Refer to Section 2.5 Statement of Responsibilities which outline the level of
•	con	tribution and/or assistance and role in monitoring)

## 15 Bushfire Risk Management Assessment

#### Reason for Assessment:

Bushfire has an enormous potential for periodic impact on the operation of individual leased properties through the destruction of crops, livestock and improvements as well as the risk of loss of life,

the Emergencies Act 2004

and Strategic Bushfire Management Plan (SBMP)

set guidelines for rural lessees to prepare and implement mandatory bushfire plans. As a result rural lessees are required to:

- 1. Plan for long term as well as annual bushfire mitigation to protect assets, neighbouring lands and the surrounding community;
- 2. Strive to achieve a balanced approach to fire management through the assessment of four essential elements:

Prevention managing bushfire fuels and access;

Preparedness ensures that when fires occur individual landholders are ready to fight fires in ways that are effective and soundly based.

Response ensuring effective, appropriate fire fighting for inevitable bushfires; and

Recovery repairing damage and loss to buildings and assets, assisting people to recover from the impacts of fire.

3. Plan for and undertake relevant activities across the landscape, which include all boundaries from which fire can enter and leave.

#### Requirements of the Bushfire Risk Management Assessment:

It is a requirement of the Emergencies Act 2004

that all rural lessees inside a Bushfire Abatement Zone (BAZ

prepare and implement a Bushfire Operation Plan (BOP)

as approved by the Emergency Services Authority (ESA)

However, in acknowledgement that damaging bushfires can occur anywhere in the ACT it is a requirement of the Planning and Development Act 2007,

and subsequently of this document, that all rural lessees prepare and implement individual property Bushfire Action Plan (BAP) addressing bushfire mitigation in alignment with this Land Management Agreement (LMA).

The process of developing a Bushfire Action Plan (BAP)

is quite complex therefore, each Bushfire Action Plan (BAP)

will be developed as a separate document to this Agreement, but on completion it will form the necessary compliance for sections 3.4.8 and 4.12 of this LMA.

Each approved Bushfire Action Plan (BAP) will also provide the rural lessee with the necessary compliance with the Emergencies Act 2004 for the preparation of a Bushfire Operation Plan (BOP) where required.

Consistent with Section 78 of the Act the ESA will issue the approvals.

*In the development of Bushfire Action Plan (BAP)* 

ESA recognises the individual characteristics of land across the Territory, as well as the varying requirements of each lessee. As a result the ESA will provide the necessary assistance to undertake the required level of assessment and subsequent documentation necessary to formulate a satisfactory Bushfire Action Plan(BAP) for each lease.

As the first stage in this process it is a requirement of this LMA that each lessee acknowledge and agree to the above stated information and tick the box:  $\Box$ 

As stated above, this section will be completed as a separate document in the form of a *Bushfire Action Plan (BAP)* 

Representatives of the ACT Rural Fire Service (RFS) will assist each rural lessee to assess current bushfire mitigation methods and if necessary prepare a

Bushfire Action Plan (BAP)

for their lease, which the rural lessee will then be required to implement in alignment with sections 1 and 2 of this Agreement.

1. Is there an existing bushfire mitigation strategy (fuel management and asset protection) in place for this lease?

Yes No

2. Will you agree to undertake a review of these current bushfire mitigation measures with the assistance of the RFS? This process will either confirm whether or not existing measures are satisfactory and already meet legislative requirements or it will be the first step in assessing and preparing a *Bushfire Action Plan (BAP)* 

Yes No

3. Following the review will you agree to make the necessary improvements and/or additions to fuel mitigation strategy where past issues and/or deficiencies can be demonstrated?

Yes No

# Mandatory Land Action Plan - Bushfire Risk Management

1. The RFS is currently developing a complete information package to support the development of  $Bushfire\ Action\ Plan\ (BAP)$ 

However, as an interim measure, answers to the questions below will form the basis of any

Bushfire Action Plan (BAP)

developed prior to the implementation of the final package. It is important to note that these questions will form an essential part of the final  $Bushfire\ Action\ Plan\ (BAP)$ 

package, and the time spent answering them will contribute significantly to the final

Bushfire Action Plan (BAP)].

Lessees should ensure that the details in the spaces provided are as accurate as possible, updated and amended as appropriate. An aerial map of your property will be issue to assist in answering questions a and b.

2. This *Bushfire Action Plan (BAP)* 

will be prepared and implemented in accordance with Section 2 and 3 of this LMA.

3. Following completion of the review identified in section 3 of this document; either the existing, amended or new  $Bushfire\ Action\ Plan\ (BAP)$  must be attached as the necessary compliance for section 4 of the LMA.

(including potential for fire to spread to and from adjoining property. As determined by Hazard maps, mark property map where the likely risks would come from and travel to? Look at your land as well as surrounding areas):
b) Existing protection for house, sheds, other capital improvements and livestock: (include water sources, regularly maintained fire breaks, roads and trails, communications, access points etc. identify any areas on your property that are difficult to access (eg. rocky, too steep etc.) or Areas. Mark on Map where
possible.)

	quipment you have available on the property including items issued by RFS)
•••••	
•••••	
ncluding strategic	ing fuel management strategies on property: es to prevent potential for fire to spread to and from adjoining property, also describe how you tre difficult to access eg steep, rocky, inaccessible).
•••••	
sk?: (For example	spond to seasonal variation, what are the alternative methods that may be employed to redule good rainfall (abundant grass growth) following a drought (low stock numbers) results in on from grazing alone. Therefore slashing is used to reduce fuel).

f) Regular short term initiatives to implement and maintain protection, infrastructure and fuel management (provide actions and indicative frequency):				
•••••				•••••
				•••••
(provide actions and	ing required to upgrade pr indicative timetable. Include	otection, infrastructure a plan for upgrade and rep	and fuel management lacement of essential fire fight	ing
(provide actions and equipment):	indicative timetable. Include	plan for upgrade and rep	lacement of essential fire fight	
(provide actions and equipment):	indicative timetable. Include	plan for upgrade and rep	and fuel management lacement of essential fire fight	
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(provide actions and equipment):	indicative timetable. Include	plan for upgrade and rep	lacement of essential fire fight.	

# 16 APPENDIX 1: PEST ANIMALS OF THE ACT

Name	Common Name	Notifiable 1	Prohibited 2
Oryctolagus cuniculus (wild)	Wild rabbit		
Canis lupus (wild)	Wild Dingo/Wild dog		
Cervus spp. and Dama spp (Wild).	Wild Deer species		
Sus scrofa (wild)	Wild pig		
Capra hircus (wild)	Wild Goat		
Pycnonotus jocosus	Red-whiskered bulbul	X	X
Mustela putoris (wild)	Wild Ferret		
Vulpes vulpes	European red fox		
Vespula germanica	European wasp		
Acestrorhynchidae family	Pike characin		X
Hydrocynus spp., Hydrocynus goliath	Giant tigerfish		X
Amia calva	Bowfin		X
Anabas testudineus	Climbing perch		X
Anaspidoglanis macrostoma	Flatnose catfish		X
Bagrus ubangensis	Ubangi shovelnose catfish		X
Procambarus clarkii	Red swamp crayfish		X
Centrarchidae entire family	Banded or spotted sunfish, largemouth bass, bluegill		X
Centropomus (12 spp.)	Snooks		X
Lates microlepis, Lates niloticus	Nile perch/ Forktail lates/ Sea bass		X
Channa spp.	Snake head		X
Chaca spp.	Angler catfishes, frogmouth catfishes		X
Colossoma spp. Serrasalmus spp. Pygocentrus spp.	Redeye piranha Red piranha		X
Boulengerochromis microlepis	Giant cichlid, Yellow belly cichlid		X
Oreochromis spp.	Tilapia		X
Sargochromis spp.	Pink, slender, Greenwoods, Mortimers, Cunean and green happy		X
Sarotherodon spp.	Blackchin tilapia		X
Serranochromis spp.			X
Tilapia spp. all except T. buttikoferi	Redbelly tilapia		X
Citharinidae entire subfamily Ichthyborinae	African pike-characin, tubenose poacher, fin eaters		X
Clarias spp.	Walking catfish		X
Misgurnus anguillicaudatus	Weatherloach		
Aristichthys nobilis	Bighead carp		X
Barbodes hexagonolepis	Copper mahseer		X
Catla catla	Catla		X
Catlocarpio siamensis	Giant barb		X
Cirrhinus cirrhosus	Mrigal		X
Ctenopharyngodon idella	Grass carp		X
Cyprinus carpio	Carp		
Labeo calabasu, L.rohita	Orange fin labeo, rohu		X
Zacco platypus	Freshwater minnow		X

Name	Common Name	Notifiable 1	Prohibited 2
Hypophthalmichthys molitrix	Silver carp		X
<i>Tor</i> spp. (17)	River Carp, Deccan, High backed, Jungha, Putitor, Thai Mahseer		X
Oxydoras spp. (4)	Ripsaw catfish, Black doras, black shielded catfish		X
Elassoma spp.	Pygmy sunfish		X
Oxyeleotris marmorata	Marble goby		X
Erythrinus spp. Hoplerythrinus spp. Hoplias spp.	Trahiras		X
Esox spp.	Pikes		X
Pungitius pungitius	Ninespine stickleback		X
Acanthogobius flavimanus	Yellow fin goby		X
Tridentiger trigonocephalus	Chameleon goby, striped goby		X
Gymnarchus niloticus	Aba Aba		X
Electrophorus electricus	Electric eel		X
Hepsetus odoe	African pike		X
Heteropneustes fossilis	Stinging catfish		X
Atractosteus (3 spp.) Lepisosteus (4 spp.)	American, armoured or alligator gars		X
Malapterurus spp.	Electric catfish		X
Mormyrops anguilloides	Bottlenose, Cornish jack		X
Belonesox belizanus	Pike minnow, pike killifish		X
Gambusia spp.	Gambusia		
Protopterus annectens	African lungfish		X
Schilbe mystus	African butter catfish		X
Silurus spp.	European catfish, Wels catfish		X
Trichomycteridae family	Parasitic catfish		X
Valencia hispanica	Valencia toothcarp		X
Trachemys spp.	Slider turtles	X	X
Solenopsis invicta	Red Imported Fire Ant	X	X