

Australian Capital Territory

Land (Planning and Environment) Approved Form of Land Management Agreement 2006*

Approved form AF2006–227

Disallowable Instrument DI2006—183

made under the

Land (Planning and Environment) Act 1991 section 287A(1) (Approved forms)

1. Name of Instrument

This instrument is the *Land (Planning and Environment) Approved Form of Land Management Agreement 2006*.

2. Commencement

This instrument commences on the day after it is notified.

3. Instrument Revoked

This instrument revokes *Land (Planning and Environment) Determination of the Approved Form of Land Management Agreement 2003* DI2003-253.

Simon Corbell MLA
Minister for Planning

24 July 2006

*Name amended under Legislation Act, s 60

LAND MANAGEMENT AGREEMENT

BETWEEN

.....

(LESSEE)

AND

THE TERRITORY
(as represented by ENVIRONMENT ACT)

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 on behalf of the Commonwealth.

1.1 LEGISLATION

A Land Management Agreement (the Agreement) is required under section 186C of the *Land (Planning and Environment) Act 1991* for all rural leases. The legislation also provides for an Agreement to be varied or reviewed from time to time during the term of a lease.

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

Nature Conservation Act 1980
Stock Act 2005
Animal Welfare Act 1992
Animal Diseases Act 1993
Environment Protection Act 1997
Water Resources Act 1998
Fisheries Act 2000
Plant Disease Act 2002
Emergency Services Act 2004
Heritage Act 2004
Pest Plants and Animals Act 2005

1.2 OBJECTIVES

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

This objective is to be achieved by:

- a) agreeing on general management goals, regimes and responsibilities (Section 2);
- b) documenting the current state of the subject property (Section 3);
- c) recognising achievement of environmental management goals and resolution of environmental issues;
- d) identifying issues requiring attention in relevant Land Action Plan (Section 4); and
- e) proposing appropriate action for the management of specific issues or resolving particular problems (Section 4).

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 3)

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 Plans** (refer Section 4)

Land Action Plans 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.

A review of this Agreement will be required every 5 years or on the re-issuing, variation or transfer of the lease or on the written request of the Lessee or the Territory, which ever occurs first. If existing management practices are retained and there is no adverse impact on the environment over this period, no changes to the Agreement will be required.

1.4 INSTRUCTIONS FOR COMPLETION OF THE AGREEMENT

Steps to complete the Land Management Agreement:

1. *Read Introduction (Section 1).*
2. *Read Statement of Responsibilities (Section 2).*
3. *Complete Site Assessment (Section 3).*
4. *Prepare drafts of relevant Land Action Plan (Section 4).*
5. *Contact Environment ACT to arrange a site inspection and finalisation of Agreement.*
6. *Sign Statement of Responsibilities (Section 2).*

Should you have any questions, please contact the person listed below.

Contact Officer

(Environment ACT): ..**Kerrin Styles**..... Telephone: **6207 2264**.....

2. STATEMENT OF RESPONSIBILITIES

2.1 INTRODUCTION

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

2.1.1 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.

2.1.2 Definitions

For the purpose of the Agreement:

1. the ‘Lessee’ includes the current lessee (name)....., their representatives and/or agent; and
2. the ‘Territory’ includes all ACT Government Departments or agencies and their representatives.

2.2 LESSEE RESPONSIBILITIES

1. The lessee recognises:
 - a) their role as principal land manager;
 - 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 2.3.
2. The Lessee will manage the subject land for those existing and proposed uses as outlined in Section 3.2. 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 Sections 3.2 & 4.1).

3. For the term of the Agreement the Lessee will manage the land in a way which achieves the standards identified in Section 3 (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.
4. For the term of the Agreement, the Lessee will, where relevant, manage that portion of their lease designated as public land by the Territory Plan, in accordance with the adopted (name) plan of management for that area.

2.3 TERRITORY RESPONSIBILITIES

1. The Territory recognises that its 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 in 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; 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 2.2.
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 Plan contained in Section 4 below.
4. The Territory appoints (name)..**Kerrin Styles**..... (Phone: ..**6207 2264**.) 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 applicable.

2.4 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 3.2*) 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 4 of the Agreement.

2.5 DISPUTE RESOLUTION

The parties agree that they will seek to resolve any issue or problem (“dispute”) 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 paragraph 1 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 Minister's decision shall be final and binding on the parties].

2.6 AGREEMENT

In respect of Block _____ Section _____ District of _____, we,
the undersigned representing the Lessee and Territory, agree:

1. to manage the subject land in accordance with this Statement of Responsibilities;
2. that the information contained in the Site Assessment (Section 3 of this document) represents an accurate statement of the state of the subject land at the time of assessment;
3. to implement the Land Action Plan as appropriate (Section 4 of this document).

.....
Lessee

.....
Designated Officer
in Environment ACT acting for the
Territory

Date:

3. SITE ASSESSMENT

3.1 PURPOSE

The objective of this Site Assessment is to:

- a) document the current state of health 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 (Section 4 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 duty’ required of Lessees under the *Environment Protection Act 1997*.

Instructions:

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

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

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

1. 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.

2. 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.

3.2 EXISTING AND INTENDED PRINCIPAL RURAL ENTERPRISES

Property Size

What is the size of the subject property?

..... hectares

3.2.1 Existing Rural Enterprises

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

- 1. Grazing
- 2. Cropping
- 3. Horse Agistment/Equestrian Facility(excluding horses used for or in primary production) (Land Action Plan required).....
- 4. Goat or Deer farming (Land Action Plan required)
- 5. Horticulture (Land Action Plan required if irrigated).....
- 6. Viticulture (Land Action Plan required if irrigated).....
- 7. Market Gardening (Land Action Plan required if irrigated).....
- 8. Tourism Facility / Farm Stay Accommodation (Land Action Plan required).....
- 9. Other (Please Specify):.....

What is the current stock carrying capacity of your lease expressed in Dry Sheep Equivalents (DSE)?

..... DSE

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

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

| | |
|-------------------------|----------------------|
| • 1 sheep = 1.0 DSE | • 1 horse = 12.0 DSE |
| • 1 cow = 10.0 DSE | • 1 goat = 1.0 DSE |
| • 1 kangaroo = 0.75 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: |

Comments

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3.2.2 Proposed Rural Enterprise

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

- 1. No change proposed (refer above).....
- 2. Grazing.....
- 3. Cropping
- 4. Horse Agistment/Equestrian Facility(excluding horses used for or in primary production) *(Land Action Plan required)*
- 5. Goat or Deer farming *(Land Action Plan Required)*.....
- 6. Horticulture *(Land Action Plan required if irrigated)*
- 7. Viticulture *(Land Action Plan required if irrigated)*
- 8. Market Gardening *(Land Action Plan required if irrigated)*
- 9. Tourism Facility/Farm Stay Accommodation *(Land Action Plan required)*
- 10. Other *(Please Specify)*:.....

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 sheep = 1.0 DSE | • 1 horse = 12.0 DSE |
| • 1 cow = 10.0 DSE | • 1 goat = 1.0 DSE |
| • 1 kangaroo = 0.75 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 : |

Comments

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3.3 HERITAGE FACTORS

3.3.1 Sites of Heritage Significance

Reason for Assessment:
ACT Heritage Places are protected by legislation under the Heritage Act 2004). Registered heritage places are those places which have undergone an assessment process, involving consultation with stakeholders, and which have been entered to an interim heritage places register or heritage places register. Registered places have statutory requirements describing how they are to be conserved.

The heritage register is not a comprehensive inventory of places of heritage significance and there may also be other places which are recorded or reported which have not yet undergone assessment. Not all leases have been subject to detailed heritage survey and Lessees may be aware of places of potential heritage value that have not yet been recorded.

The Heritage Unit will provide information on known sites of Heritage value and is able to provide advice about appropriate management strategies, any survey needs and schemes available to assist with funding of conservation works

This Assessment and associated Land Action Plan are intended to recognise sites of heritage significance and their associated management issues.

- Method of Assessment:**
- *Technical Assessment - Document with photos from locations identified on plan.*
 - *A Land Action Plan outlining appropriate management strategies for these sites will need to be included in Section 4.4.*
 - *The ACT Heritage Unit will provide information on known sites of Heritage value and can advise about appropriate management strategies.*

'Yes' to any of the following questions will require the completion of Section 4.4

1. 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)

Yes No.....

Comments

2. Are you aware of any building, structure or site on your lease that has been included in the ACT Heritage Places Register? (if you are not sure you can make an enquiry to the Heritage Unit)

Yes No.....

If 'Yes' to any of the above questions please complete the following

3. Do any of the sites identified adjoin or cross the boundary of your lease?

Yes No.....

.....

4. Do you undertake any maintenance of the building, structure or site on your lease:

Yes No.....

5. Is the condition of the site/s on your lease considered to be:

Good?
Stable?
Deteriorating?

6. Are you aware of any threats to the site? (consider for example soil erosion, fire risk, rapid deterioration of built elements)

Yes No.....

Comments

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7. If there are Aboriginal sites on your lease, are they located in areas that are grazed, cultivated or not used?

Comments

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3.4 ENVIRONMENTAL FACTORS

This section considers a range of Environmental Factors, which have been recognised as contributing to the state of health of your property.

3.4.1 Soil Condition

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:

- *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. 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 Section 4.5

1. Do you have gully erosion on your property?

- Yes
- No

2. Do you have active gully erosion on your property?

- Yes
- No

3. Are these gullies discharging directly into permanent rivers and streams?

- Yes
- No

4. Do you plan to undertake remedial action on any gullies?

- Yes
- No

5. What is the current extent of ground cover on your property?

- less than 70%
- 70-90%
- 90-100%

6. Are areas with less than 90-100% ground cover subject to sheet erosion?

- Yes
- No

7. Excluding areas of cultivation ground, are there any patch or patches of bare ground larger than 50m² on your property?

- Yes
- No

8. Do you have salt-indicating plants on your property?
(E.g. Sea Barley Grass, Couch, Annual Beard Grass, Spike Rush, Strawberry Clover).

- Yes
- No

9. Do you have acid-indicating plants on your property?
(E.g. sorrel).

- Yes
- No

Comment

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3.4.2 Contaminated Sites

Reason for Assessment:

Contaminated sites are major problems facing rural land management. 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 Plan the location of:

- all imported spoil on the lease including any gully erosion filling and its relationship to permanent rivers and streams;
- fuel storage and agricultural chemical storage areas;
- rubbish tips;
- plunge and spray sheep dips; and
- animal disposal pits.

Document with photos and identified locations and extent on plan.

'Yes' to any of the following questions will require the completion of Section 4.6

1. Do you have introduced spoil on your property?

- Yes
- No

2. Do you intend introducing spoil on your property?

- Yes
- No

3. Do you have a rubbish tip on your property?

- Yes
- No

4. Do you have sheep dip/s on your property?

- Yes
- No

5. Do you have an animal disposal pit on your property?

- Yes
- No

Comment

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3.4.3 Water Resource Management

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| <p>Reason for Assessment:</p> <p><i>All water use from Territory water bodies including streams, dams or groundwater is controlled by the <u>Water Resources Act 1998 (the Act)</u>.</i></p> <p>Surface Water Users</p> <p><i>Surface water is water taken from waterways or from any structure that collects surface water such as farm dams. A licence and allocation for water must be held before surface water can be used.</i></p> <p>Farm Dams</p> <p><i>A permit is required to construct or alter a dam, water storage or other water control structure, except for a dam with a capacity of less than 2 megalitres and which is not on a waterway. The EPA will assess whether your proposed location is in a waterway, as defined under the Act.</i></p> <p>Bores</p> <p><i>A permit is required to construct or alter a bore. A licence to take water is required for every bore. Failure to adequately manage these resources can result in:</i></p> <ul style="list-style-type: none"> • <i>increased impact of dry summers and droughts on your and adjoining properties;</i> • <i>increased soil erosion and sedimentation downstream;</i> • <i>increase water nutrient levels with associated potential for algal blooms; and</i> • <i>decreased water quality and availability for down stream users.</i> <p><i>This assessment and associated Land Action Plan are not intended to remove the rights of lessees to access water for agricultural and domestic purposes. However, they are intended to ensure that this access does not impact on the quality of the water leaving the property.</i></p> <p>Method of Assessment:</p> <p><i>Visual Assessment – Show on the Plan the location of:</i></p> <ul style="list-style-type: none"> • <i>dams and water infrastructure (including bores);</i> • <i>Provide copies of permits, licences and allocations.</i> <p>'Yes' to any of the following questions will require the completion of Section 4.7</p> |
|--|

1. Is there adequate water available to the property for normal activities to:

| | | |
|--|--------|--------|
| Only survive one dry summer? | Yes/No | |
| Survive two or more consecutive dry summers? | | Yes/No |

2. Does your property have:

| | | |
|--|--------|--------------|
| Combined access to other natural and artificial water sources? | Yes/No | |
| Access to artificial water sources only? | | Yes/No |
| Access to identified wetlands? | Yes/No | |
| Access to possible wetlands? | | Yes/No/Maybe |

Comment

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3.4.4 Riparian Zones

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|---|
| <p>Reason for Assessment:</p> <p><i>The management of riparian zones along permanent watercourses has significant implications both for the leased property and for catchment management.</i></p> <p><i>Failure to adequately manage these resources can result in:</i></p> <ul style="list-style-type: none"> • <i>increased soil erosion and sedimentation downstream;</i> • <i>decrease riparian habitats;</i> • <i>increase water nutrient levels with associated potential for algal blooms; and</i> • <i>decreased water quality for down stream users.</i> <p><i>This assessment and associated Land Action Plan are not intended to remove the rights of lessees to access water in permanent watercourses for agricultural and domestic purposes. However, they are intended to ensure that this access does not impact on users downstream or on the quality of the water and the riverine environment.</i></p> <p>Method of Assessment:</p> <p><i>Visual Assessment – Show on the Plan:</i></p> <ul style="list-style-type: none"> • <i>extent of vegetation and fencing along riparian zones.</i> <p>‘Yes’ to any of the following questions will require the completion of Section 4.7</p> |
|---|

1. Does your property have:

Any access to permanent rivers and streams? Yes/No

2. What is the condition of any riparian zone and banks along permanent watercourses on your property, in terms of vegetation and soil stability?

| | | | | |
|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Not Applicable | <input type="checkbox"/> | | | |
| Minimal vegetation and unstable. | | <input type="checkbox"/> | | |
| Some vegetation and stable. | | | <input type="checkbox"/> | |
| Extensive vegetation and stable. | | | | <input type="checkbox"/> |

3. What percentage of your riparian zone is currently fenced?

| | | | | |
|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Not Applicable | <input type="checkbox"/> | | | |
| Less than 50 % fenced off. | | <input type="checkbox"/> | | |
| 50 to 75% fenced off. | | | <input type="checkbox"/> | |
| Greater than 75% fenced off. | | | | <input type="checkbox"/> |

Comment

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3.4.5 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 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 4.8 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 lessee's 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 4.8.
- Environment ACT will provide information on Sites of Environmental Significance and contribute to the preparation implementation and monitoring of appropriate management strategies.

1. Has a site or sites of significant environmental value been identified on your property by the Territory?

Yes

No.....

If No, Go to Section 3.3.6. If Yes, please complete the rest of this Section.

2. Do any of the sites extend across the lease boundary of your property?

Yes

No.....

3. Has a Land Action Plan been developed for each site of significant environment value on your property?

Yes

No.....

4. Do the performance measures contained in the Land Action Plan indicate that environmental values are being maintained?

Yes

No.....

5. Has the presence of sites of significant environmental value on your property affected agricultural productivity?

Yes.....

No.....

Please specify:

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3.4.6 Other Native Vegetation

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 3.4.5).

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.

It is also envisaged that through this Assessment and associated Land Action Plan 4.9, 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?

deteriorating

stable

3. Is there any native understorey to the remnant trees?

No

Some

4. What is the replacement level (natural or planted) of native vegetation?

| | | | |
|----------------------------------|--------------------------|--------------------------|--------------------------|
| replacement less than death rate | <input type="checkbox"/> | | |
| replacement equal to death rate | | <input type="checkbox"/> | |
| replacement more than death rate | | | <input type="checkbox"/> |

5. What is the extent of shade and shelter available to stock in paddocks?

| | | | |
|-------------------------------------|--------------------------|--------------------------|--------------------------|
| Insufficient | <input type="checkbox"/> | | |
| Insufficient but action being taken | | <input type="checkbox"/> | |
| Sufficient | | | <input type="checkbox"/> |

Comments

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3.4.7 Pest Plants and Animals

Pest Plants

Reasons 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. The four categories are listed below and a full list of relevant plant species is attached for your information.

| | |
|---|---|
| Category 1: Notifiable | <i>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. (e.g. Alligator weed)</i> |
| Category 2: Suppress | <i>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. (E.g. African Box Thorn, Broom,).</i> |
| Category 3: Contain | <i>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. (e.g. Saffron Thistle, Paterson's Curse, Sweet Briar)</i> |
| Category 4: Prevent/Restrict | <i>Category 4 Weeds A plant, or any part of, which cannot be sold, propagated or knowingly distributed. The plant must be prevented from spreading to adjoining properties. (E.g. Cotoneaster, Tree of Heaven)</i> |

Declared Pest Plants

*Any declared pest plants require the preparation of a plan of control to stop the spread. A person may apply to the Minister for an order against another who is using or managing land in a way that fails to control the spread of a pest plant.
See attached List.*

This Assessment and associated Land Action Plan are intended to identify management issues associated with pest plants and animals on your lease and their relationship with adjoining properties.

Method of Assessment:

- *Visual Assessment – Show on plan 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 4.10 below.*

1. Please list the type and estimated extent of Pest Plants present on your property:

- Species hectares
- Species hectares
- Species hectares
- Species hectares
- Species hectares
- Species hectares
- Species hectares
- Species hectares
- Species hectares
- Species hectares
- Species hectares

2. Do any of the areas affected by the above species adjoin or cross your lease boundary?

Yes.....

No.....

Specify details (Species / Nature of land ownership):

.....

.....

.....

.....

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| 3. PEST PLANTS | | | | | |
|--|---|-------------------------------|---------------------------------------|--------------------------------------|-------------------------------|
| 4. Name | Common Name | Notifiable¹ | Must be suppressed² | Must be contained³ | Prohibited⁴ |
| <i>Achnatherum caudatum</i> | Broad-kernel Espartillo | X | | | X |
| <i>Alternanthera philoxeroides</i> | Alligator Weed | X | | | X |
| <i>Cabomba caroliniana</i> | Cabomba | X | | | X |
| <i>Centaurea maculosa</i> | Spotted Knapweed | X | | | X |
| <i>Equisetum species</i> | Horsetail | X | | | X |
| <i>Gymnocoronis spilanthoides</i> | Senegal Tea Plant | X | | | X |
| <i>Kochia scoparia</i> | Kochia | X | | | X |
| <i>Lagarosiphon major</i> | Lagarosiphon | X | | | X |
| <i>Myriophyllum aquaticum</i> | Parrot's Feather | X | | | X |
| <i>Nassella charruana</i> | Lobed Needlegrass | X | | | X |
| <i>Parthenium hysterophorus</i> | Parthenium Weed | X | | | X |
| <i>Pistia stratiotes</i> | Water Lettuce | X | | | X |
| <i>Salvinia molesta</i> | Salvinia | X | | | X |
| <i>Senecio madagascariensis</i> | Fireweed | X | | | X |
| <i>Toxicodendron succedaneum</i> | Rhus Tree | X | | | X |
| <i>Carduus nutans</i> | Nodding Thistle | | X | | |
| <i>Cytisus (ALL species)</i> | Broom species | | X | | X |
| <i>Genista (ALL species)</i> | Broom species | | X | | X |
| <i>Lycium ferocissimum</i> | African Boxthorn | | X | | X |
| <i>Rosa rubiginosa</i> | Sweet Briar, Briar Rose | | X | | X |
| <i>Salix ALL species of willow, except for the permitted species:</i> <i>Salix babylonica</i> <i>Salix x calodendron</i> <i>Salix x reichardtii</i> | All Willows except for the permitted species: Weeping Willow Pussy Willow Sterile Pussy Willow | | X | | X |
| <i>Ulex europaeus</i> | Gorse | | X | | X |
| <i>Xanthium occidentale</i> | Noogoora Burr | | X | | |
| <i>Xanthium spinosum</i> | Bathurst Burr | | X | | |

| <i>Carduus pycnocephalus</i> | Slender Thistle | | | X | |
|-------------------------------------|-------------------------|--------------------------------|--|---------------------------------------|--------------------------------|
| 5. Name | Common Name | Notifiable ¹ | Must be suppressed ² | Must be contained ³ | Prohibited ⁴ |
| <i>Carduus tenuiflorus</i> | Slender Thistle | | | X | |
| <i>Carthamus lanatus</i> | Saffron Thistle | | | X | |
| <i>Crataegus monogyna</i> | Hawthorn | | | X | X |
| <i>Echium plantagineum</i> | Paterson's Curse | | | X | |
| <i>Echium vulgare</i> | Viper's Bugloss | | | X | |
| <i>Eragrostis curvula</i> | African Love Grass | | | X | |
| <i>Hypericum perforatum</i> | St John's Wort | | | X | |
| <i>Nassella neesiana</i> | Chilean Needle Grass | | | X | X |
| <i>Nassella trichotoma</i> | Serrated Tussock | | | X | X |
| <i>Onopordum acanthium</i> | Scotch Thistle | | | X | |
| <i>Onopordum illyricum</i> | Illyrian Thistle | | | X | |
| <i>Rubus fruticosus (aggregate)</i> | Blackberry | | | X | |
| <i>Acacia baileyana</i> | Cootamundra Wattle | | | | X |
| <i>Acacia nilotica ssp. indica</i> | Prickly Acacia | | | | X |
| <i>Acer negundo</i> | Box Elder | | | | X |
| <i>Ailanthus altissima</i> | Tree of Heaven | | | | X |
| <i>Alnus glutinosa</i> | Black Alder | | | | X |
| <i>Annona glabra</i> | Pond Apple | | | | X |
| <i>Asparagus asparagoides</i> | Bridal Creeper | | | | X |
| <i>Celtis australis</i> | Nettle Tree | | | | X |
| <i>Chrysanthemoides monilifera</i> | Bitou Bush / Boneseed | | | | X |
| <i>Cortaderia jubata</i> | Pampas Grass | | | | X |
| <i>Cortaderia selloana</i> | Pampas Grass | | | | X |
| <i>Cotoneaster franchetii</i> | Cotoneaster | | | | X |
| <i>Cotoneaster glaucophyllus</i> | Cotoneaster | | | | X |
| <i>Cotoneaster pannosus</i> | Cotoneaster | | | | X |
| <i>Cotoneaster salicifolius</i> | Willow-leaf Cotoneaster | | | | X |
| <i>Cotoneaster simonsii</i> | Cotoneaster | | | | X |
| <i>Cryptostegia grandiflora</i> | Rubber Vine | | | | X |

| | | | | | |
|---------------------------------|----------------------|--------------------------------|--|---------------------------------------|--------------------------------|
| <i>Eichornia crassipes</i> | Water Hyacinth | | | | X |
| <i>Hedera helix</i> | English Ivy | | | | X |
| <i>Hymenachne amplexicaulis</i> | Hymenachne | | | | X |
| 6. Name | Common Name | Notifiable ¹ | Must be suppressed ² | Must be contained ³ | Prohibited ⁴ |
| <i>Lantana camara</i> | Lantana | | | | X |
| <i>Lonicera japonica</i> | Japanese Honeysuckle | | | | X |
| <i>Mimosa pigra</i> | Mimosa | | | | X |
| <i>Parkinsonia aculeata</i> | Parkinsonia | | | | X |
| <i>Phyllostachys aurea</i> | Yellow Bamboo | | | | X |
| <i>Pinus radiata</i> | Radiata Pine | | | | X |
| <i>Populus alba</i> | White Poplar | | | | X |
| <i>Populus nigra 'Italica'</i> | Lombardy Poplar | | | | X |
| <i>Prosopis spp.</i> | Mesquite | | | | X |
| <i>Pyracantha angustifolia</i> | Firethorn | | | | X |
| <i>Pyracantha coccinea</i> | Scarlet Firethorn | | | | X |
| <i>Pyracantha fortuneana</i> | Firethorn | | | | X |
| <i>Robinia pseudoacacia</i> | False Acacia | | | | X |
| <i>Sorbus sp.</i> | Service Tree, Rowan | | | | X |
| <i>Spartium junceum</i> | Spanish Broom | | | | X |
| <i>Tamarix aphylla</i> | Athel Pine | | | | X |
| <i>Vinca major</i> | Periwinkle | | | | X |

Pest Animals

Reasons for Assessment

Pest Animals can have a detrimental impact on the productivity of any individual lease. Due to their mobility such animals are more difficult to assess and control than pest plants and greater co-ordination of approaches is required. Examples of such pest animals may include:

- kangaroos;
- feral dogs;
- feral pigs;
- rabbits;
- foxes; and
- deer

*The control of Pest Animals is generally undertaken through **co-ordinated programs** based on geographic areas, as required.*

This assessment and associated Land Action Plan is intended to identify management issues associated with pest animals on your lease and their relationship with adjoining properties.

Method of Assessment:

Visual Assessment – Show on Plan 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 4.11.

1. Please list the type and estimated number of Pest Animals sighted on your property in the past month and whether it is peak season for this animal:

- | | | | Peak Season |
|--------|-------|-------------|--|
| • Type | | Number..... | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| • Type | | Number..... | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| • Type | | Number..... | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| • Type | | Number..... | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| • Type | | Number..... | Yes <input type="checkbox"/> No <input type="checkbox"/> |

2. 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
- 25% -49% greater than Existing DSE
- 0%-24% greater than Existing DSE

3. Is there any relationship between the above pest animals and adjoining properties?

Yes..... No.....

Specify details (Species / Nature of land ownership):

Comment

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3.4.8 Bushfire Risk Management

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 the 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 Land (Planning and Environment) Act 1991, and subsequently of this document, that all rural lessees prepare and implement individual property Bushfire Action Plans (BAP) addressing bushfire mitigation in alignment with this Land Management Agreement (LMA).

The process of developing a BAP is quite complex therefore, each 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 BAP will also provide the rural lessee with the necessary compliance with the Emergencies Act 2004 (the Act) for the preparation of a BOP where required. Consistent with section 78 of the Act the ESA will issue the approvals.

In the development of BAPS, 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 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:

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 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 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.....

3.4.9 Drought Risk Management

| |
|---|
| <p>Reason for Assessment:</p> <p><i>Drought is a natural part of the climatic cycle of the Australian continent. In order to minimise its impact on the individual agricultural operations and the associated environments, Lessees need to actively plan for drought occurrences by:</i></p> <ul style="list-style-type: none"> • <i>designing and implementing improvements to their property;</i> • <i>to minimise the impact of drought; and</i> • <i>implementing appropriate management practices during drought periods to minimise the impact on the land.</i> <p><i>This Assessment and associated Land Action Plan are intended to address these issues.</i></p> <p><i>A Land Action Plan addressing Drought Risk Management is mandatory for a leased rural property. Please provide details in Section 4.13.</i></p> <p>Method of Assessment: <i>Technical</i></p> |
|---|

1. Have you implemented any strategy to minimise the impact of drought?

Yes No.....

2. What long term planning has been undertaken to minimise the impact of drought on your property?

| | |
|--------------------------|--------------------------|
| | Yes (✓) |
| dams | <input type="checkbox"/> |
| water troughs | <input type="checkbox"/> |
| domestic water tanks | <input type="checkbox"/> |
| fodder sheds | <input type="checkbox"/> |
| reduced stocking levels | <input type="checkbox"/> |
| off farm investment | <input type="checkbox"/> |
| tax planning | <input type="checkbox"/> |
| risk management training | <input type="checkbox"/> |

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

| | |
|-------------------------|--------------------------|
| | Yes (✓) |
| purchase of fodder | <input type="checkbox"/> |
| reduced stocking levels | <input type="checkbox"/> |
| other | <input type="checkbox"/> |

Comments

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4. LAND ACTION PLAN

4.1 INTRODUCTION

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, these can 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.

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.

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

- Bush Fire Management; and
- Drought Management.

2. Land Action Plan will be required where any of the following land uses are existing or proposed on the subject property (refer Section 3.2)

- 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 3.2. In these cases, please discuss with Environment ACT.

3. Land Action Plan will be required where the following heritage and environmental factors are recognised in Section 3.3 & 3.4, 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 “YES” answer in Section 3.4 of the Site Assessment.

- Soil Condition;
- Contaminated Sites;
- Water Resource Management and Riparian Zones; and
- Other Native Vegetation.

4.2 LAND ACTION PLAN - EXISTING ENTERPRISE

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

2. Nature of Existing Enterprise requiring Land Action Plan:

- 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
- g) Other (*Please specify*):.....

3. Details of Management:
Complete the following sections in the spaces provided and add additional pages as required.

a) Description of Associated Land Management Issue/s:
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b) Proposed Actions/Required Facilities to Issues:
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.....
.....
.....
.....
.....

c) Indicative Timetable:
(include timetable for achievement of proposed Actions, appropriate monitoring and review)
.....
.....
.....

d) Lessee Responsibility:
(include responsibility for implementation of actions and proposed monitoring)
.....
.....
.....

e) Territory Responsibility:
(include level of contribution and/or assistance and role in monitoring)
.....
.....
.....

4.3 LAND ACTION PLAN - PROPOSED ENTERPRISE

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

2. Nature of Proposed Enterprise requiring Land Action Plan:

- 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
- g) Other (*Please specify*):.....

3. Details of Management:
Complete the following sections in the spaces provided and add additional pages as required.

a) Description of Associated Land Management Issue/s:
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b) Proposed Actions/Required Facilities to Issues:
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c) Indicative Timetable:
(include timetable for achievement of proposed Actions, appropriate monitoring and review)
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.....

d) Lessee Responsibility:
(include responsibility for implementation of actions and proposed monitoring)
.....
.....
.....

e) Territory Responsibility:
(include level of contribution and/or assistance and role in monitoring)
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4.4 LAND ACTION PLAN - SITES OF HERITAGE SIGNIFICANCE

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

2. 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:**
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- b) Desired Outcome:** *(eg. Conservation of site, monitoring of site condition, mitigation of threats to the place, better understanding of the site/s and their value, compliance with legislation)*
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- 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)*
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- d) Proposed Timetable:**
(include timetable for achievement of proposed Actions, appropriate monitoring and review)
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.....
- 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)*
 - 2. 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)*.....
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f) Lessee Responsibility:
(include responsibility for implementation of actions and proposed monitoring and consultation with relevant Aboriginal organisations if needed)
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g) Territory Contribution:
(include level of contribution and/or assistance and role in monitoring)
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.
-

4.5 LAND ACTION PLAN - SOIL CONDITION

1. 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.

2. Details of Management:
Complete the following sections in the spaces provided and add additional pages as required.

- a) **Description of Issue:**
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- b) **Desired Outcome:**
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- c) **Proposed Action:**
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- d) **Proposed Timetable:**
(include timetable for achievement of proposed Actions, appropriate monitoring and review)
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- e) **Lessee Responsibility:**
(include responsibility for implementation of actions and proposed monitoring)
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- f) **Territory Responsibility:**
(include level of contribution and/or assistance and role in monitoring)
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4.6 LAND ACTION PLAN – CONTAMINATED SITES

1. Contaminated sites will be managed in accordance with this Land Action Plan and the Agreement outlined in Section 2 of this Document.

2. Details of Management:

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

a) Description of Issue:

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b) Desired Outcome:

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c) Proposed Action:

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d) Proposed Timetable:

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

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e) Lessee Responsibility:

(include responsibility for implementation of actions and proposed monitoring)

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f) Territory Responsibility:

(include level of contribution and/or assistance and role in monitoring)

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4.7 LAND ACTION PLAN - WATER QUALITY AND RIPARIAN ZONES

1. 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.

2. Details of Management:
Complete the following sections in the spaces provided and add additional pages as required.

a) Description of Issue:

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b) Desired Outcome:

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c) Proposed Action:

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d) Proposed Timetable:

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

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e) Lessee Responsibility:

(include responsibility for implementation of actions and proposed monitoring)

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f) Territory Responsibility:

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4.8 LAND ACTION PLAN - SITES OF SIGNIFICANT ENVIRONMENTAL VALUE

1. 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.

2. Details of Management:

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

a) Description of Issue:

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b) Desired Outcome:

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c) Proposed Action:

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d) Proposed Timetable:

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

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e) Proposed Performance Measures:

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f) Lessee Responsibility:

(include responsibility for implementation of actions and proposed monitoring)

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g) Territory Contribution:

(include level of contribution and/or assistance and role in monitoring)

Environment ACT 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

4.9 LAND ACTION PLAN – OTHER NATIVE VEGETATION

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

2. Details of Management:

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

a) Description of Issue:

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b) Desired Outcome:

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c) Proposed Action:

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d) Proposed Timetable:

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

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e) Lessee Responsibility:

(include responsibility for implementation of actions and proposed monitoring)

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f) Territory Responsibility:

(include level of contribution and/or assistance and role in monitoring)

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4.10 LAND ACTION PLAN - PEST PLANTS

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

2. Details of Management:
Complete the following sections in the spaces provided and add 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: (Species, Category and details of pest plant presence)
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b) Desired Outcome:
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c) Proposed Action:
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d) Proposed Timetable:
(include timetable for achievement of proposed Actions, appropriate monitoring and review)
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e) Lessee Responsibility:
(include responsibility for implementation of actions and proposed monitoring)
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f) Territory Responsibility:
(include level of contribution and/or assistance and role in monitoring)
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4.11 LAND ACTION PLAN - PEST ANIMALS

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

2. Details of Management:

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

a) Description of Issue: (Species and Detail of Pest Animal Presence)

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b) Desired Outcome:

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c) Proposed Action:

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d) Proposed Timetable:

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

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e) Lessee Responsibility:

(include responsibility for implementation of actions and proposed monitoring)

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f) Territory Responsibility:

(include level of contribution and/or assistance and role in monitoring)

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4.12 MANDATORY LAND ACTION PLAN - BUSHFIRE RISK MANAGEMENT

1. The RFS is currently developing a complete information package to support the development of BAP's. However, as an interim measure, answers to the questions below will form the basis of any 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 BAP package, and the time spent answering them will contribute significantly to the final 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 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 BAP must be attached as the necessary compliance for section 4 of the LMA.

a) Threat to Property (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):

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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 “No-Go Areas”. Mark on Map where possible.)

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c) Type and nature of existing fire control infrastructure held on property:
(list fire fighting equipment you have available on the property including items issued by RFS)

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d) Nature of existing fuel management strategies on property:
(including strategies to prevent potential for fire to spread to and from adjoining property, also describe how you treat risk in areas that are difficult to access eg steep, rocky, inaccessible).

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e) How do you respond to seasonal variation, what are the alternative methods that may be employed to reduce risk?: (For example good rainfall (abundant grass growth) following a drought (low stock numbers) results in inadequate reduction from grazing alone. Therefore slashing is used to reduce fuel).

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4.13 MANDATORY LAND ACTION PLAN - DROUGHT RISK MANAGEMENT

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

2. Details of Management:

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

a) Threats to property from drought:

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b) Long term planning initiatives to minimise the potential impact of drought:

(Initiatives to consider include provision of dams, water troughs, domestic water tanks, fodder sheds, reduced stocking levels, pasture management, off farm investment, tax planning and risk management training)

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c) Short term Actions to be undertaken in the event of Drought:

(Actions to consider include purchase of fodder, reduced stocking levels)

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