

# West Belconnen European Cultural Heritage Report

ACT Parkwood Land:

Blocks 853, 856, 857, 858, 859, 860, 1329, 1333, 1440, 1540, 1621, 1622 and Part Macgregor Block 7 Section 149



Prepared by

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For

**The Riverview Group**

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## 1.0 INTRODUCTION

### 1.1 Background

The Riverview Group are developing a proposal for rezoning land in West Belconnen and adjacent NSW for residential development. To assist this task they have requested research and investigation into the area and preparation of a report on European Heritage. The overall site includes four distinct areas divided by ACT and NSW land and land ownership.

### 1.2 Brief

#### 1.2.1 Site

A summary of the brief is outlined below with a full copy in Attachment 1. The initial brief was expanded to include ACT Land Blocks 1605 and 1606.

The site for this study includes ACT Parkwood Land Blocks 853, 856, 857, 858, 859, 860, 1329, 1333, 1440, 1540, 1621, 1622 and part McGregor Block 7 Section 149 (refer Figure 1 for a plan of the overall site). The area included in this report (Parkwood Land) report is shown in Figure 2 and Figure 3.

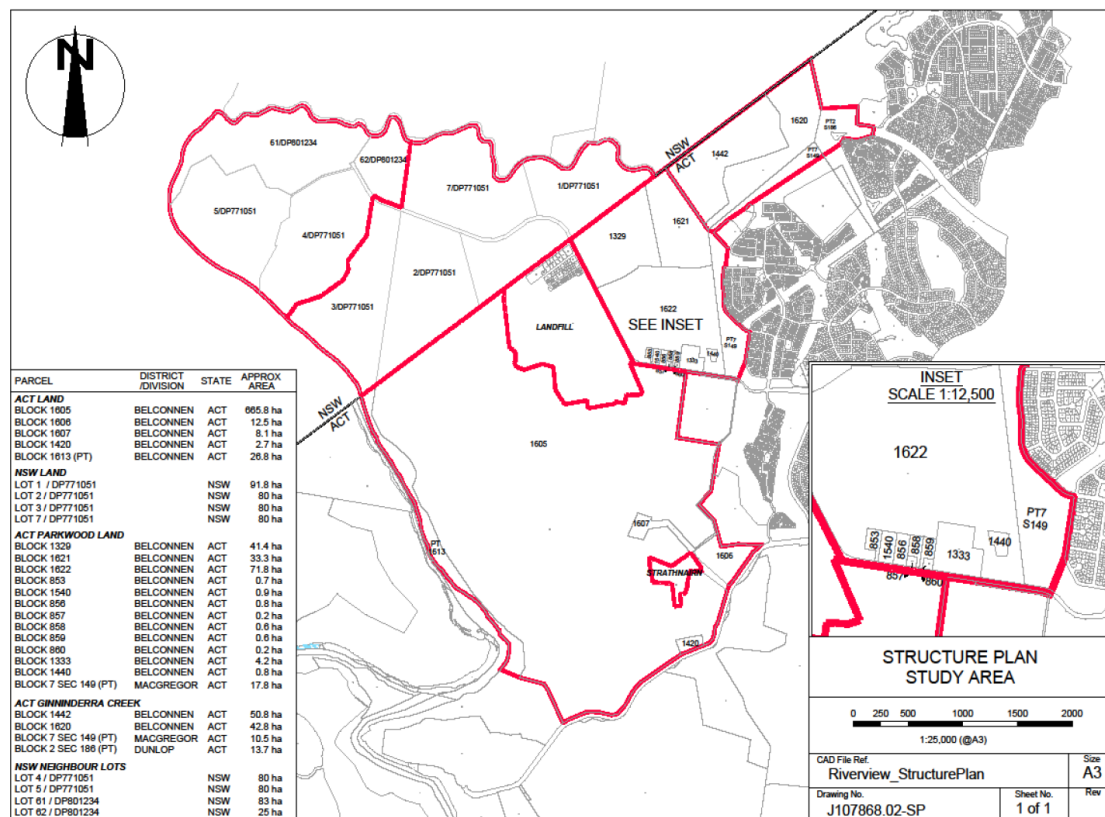


Figure 1: Overall Site

Source: The Riverview Group, 2013

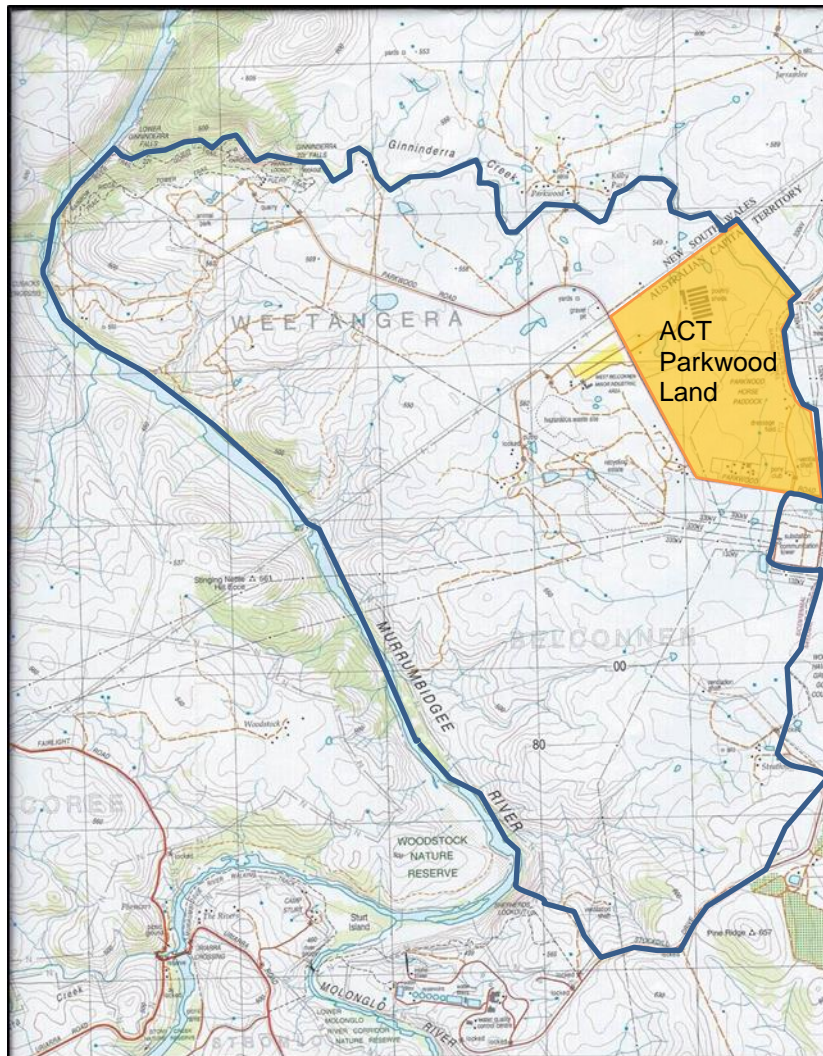


Figure 2: Site Plan showing Parkwood Land

Source:





**Figure 3: Aerial View of Parkwood Land**

*Source: Google Earth accessed 4 December 2013*

### **1.2.2 Task Description**

To undertake necessary research and investigations and prepare a report on the European heritage of the study area.

The report to identify any features that are of heritage interest and provide an assessment of appropriate options for the future management of such features in the context of urban development.

Report to provide a commentary on the European heritage of the study area that may inform future social and cultural planning for the proposed new community.

Report to provide sufficient information to substantiate proposals to rezone the land for urban development including the identification of any requirements for heritage management or protection that should be incorporated into rezoning proposals.

### 1.2.3 Methodology

The study adopts the principles and practices of Australia ICOMOS and will include:

- Introduction
- Historical background
- Physical evidence; and
- Assessment of significance.

If any item is identified as significant, then an appropriate statement of significance, opportunities and constraints, conservation policies and management issues will be prepared. If significance does not reach threshold for heritage registration there may be recommendations that guide future development. These will be defined in this report.

### 1.3 Authorship

The report has been a collaborative effort by:

Conservation Architects	Eric Martin & Associates	Eric Martin
Historian	Di-Petaia Research	Dr Peter Dowling
Cultural Landscape	Consultant	Geoffrey Britton

### 1.4 Current Status

No part of the Parkwood land site is listed on any heritage register or nominated for heritage listing.

### 1.5 Acknowledgement

We appreciated the assistance of David Maxwell of Riverview Group who arranged or assisted access to the site and the individual owners/tenants of land who permitted site access.

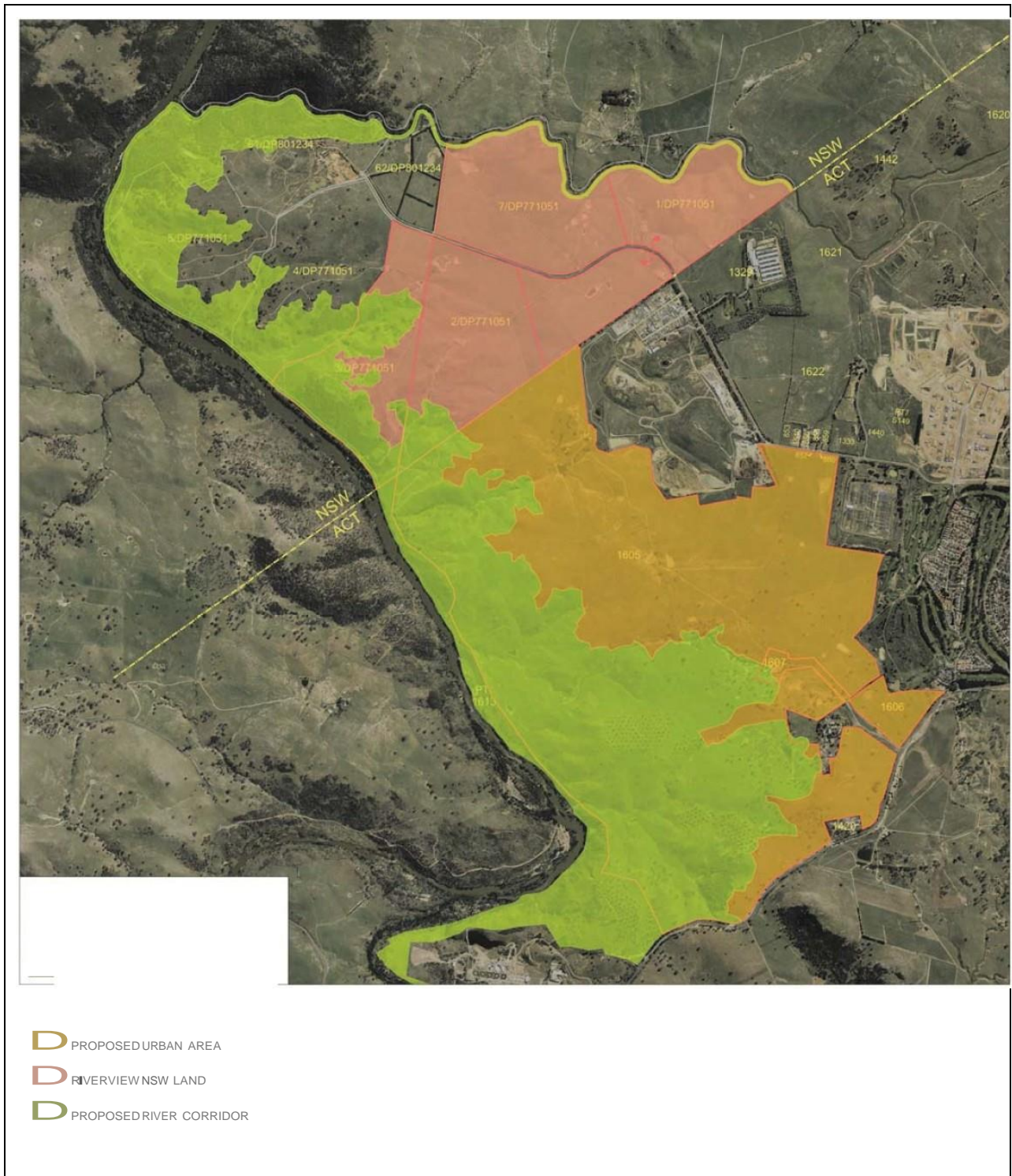
Unless otherwise stated photographs were taken by Eric Martin & Associates in 2013.

### 1.6 Limitations

The report is restricted to European Cultural aspects. Indigenous Heritage is being assessed by Lyn O'Brien from Biosis and natural heritage values by David Shorthouse and Kevin Mills.

It is worth noting that as a result of natural values a redefined river corridor has been established and this is included as Figure 4. However this does not affect the Parkwood land site.

Access to Parkwood Eggs (Blocks 1329 and 1621) was restricted due to bird flu controls, so details are as observed from adjacent boundaries.



**Figure 4: Site Plan showing Proposed River Corridor**

Source: *The Riverview Group Knight Frank, J107868.02  
Cadstral Mapping Metadata Rev C (26 September 2013)*



## 2.0 HISTORICAL BACKGROUND

### 2.1 European Settlement

In the early years of the 1820s European explorers reached what is now the Australian Capital Territory. Dr Charles Throsby, a former Naval Surgeon turned landholder and explorer, his nephew Charles Throsby Smith, guided by his convict overseer, Joseph Wilde, and James Vaughn reached the Molonglo River and the wide valley it flowed through. They were on their way to find the Murrumbidgee River. After several setbacks, Throsby reached the River in 1821. Throsby and his party were the first Europeans to see the Murrumbidgee River.

Following his explorations Throsby wrote of the country he had crossed:

*...perfectly sound, well watered, with extensive meadows of rich land on either side of the rivers; contains very fine limestone, in quantities perfectly inexhaustible, slate sand-stone and granite fit for building, with sufficient timber for every useful purpose; and, from the appearance of the country, an unbounded extent to the westwards<sup>1</sup>*

Certainly overstating the natural resources available, Throsby's description of the land he saw had an element of accuracy ('extensive meadows') and when it was published in the *Australian Magazine* in 1821 it triggered much interest among the Sydney entrepreneurs. More tantalizing news of favourable lands and profits to be made came soon after.

Following the Throsby expedition, Captain Mark Currie, accompanied by the reliable Joseph Wilde and Brigade Major Ovens, reached the Molonglo River and turned south, reaching the Murrumbidgee in 1823. Alan Cunningham and his party were the next to pass through the area in April 1824. Cunningham's objective was to make a detailed botanical inspection of the lands already seen by Throsby and Currie. He followed the Molonglo and Murrumbidgee Rivers, covering some of the ground which Currie had crossed the previous year<sup>2</sup>.

Throsby, Currie and Cunningham reported back to the Colonial Government on the open and well-watered lands they crossed; suitable, they claimed, for sheep and cattle grazing. At that time there were great opportunities for those with an entrepreneurial flair and the financial backing to achieve their aims to invest in tracts of land recently found on the western slopes of the Great Dividing Range. A rush to claim these lands began. European settlement began on the flood plains and slopes above the Molonglo River in what is today the central area of Canberra, and spread quickly south towards Tuggeranong and north to the lands bordering Ginninderra Creek and the Murrumbidgee River.

### 2.2 Early Settlement

Robert Campbell, a prominent person in the commercial sphere of Sydney, was well connected to the high social circles of the early colony through his family background and his wife Sophia, who was the sister of John Palmer the Commissary-General and First Fleet arrival on the Governor Philip's Ship *HMS Sirius*. Campbell had received a land grant from the Governor of NSW to compensate for the loss of one of his ships and in 1825 he had established a property at Pialligo on the Molonglo River with James Ainslie as manager. The property was later named 'Duntroon', after the Campbell family properties in Scotland. Robert Campbell most likely informed Palmer of the opportunities available for grazing interests in the newly explored area of the colony. John Palmer and his son, George Thomas Palmer, lost little time in establishing land – John in the area of Jerrabomberra adjoining Campbell's holdings and George Thomas further north in rolling plains bordering Ginninderra Creek know to the indigenous people *Ginninginninderry* in 1826<sup>3</sup>.

These frontier properties were well beyond formal control of the colonial administration and formal possession of lands often lagged behind actual possession. George Thomas Palmer, although grazing the lands since 1826, did not submit a request for permission to purchase the land from the colony until 18 May 1829.

<sup>1</sup> Throsby in *Australian Magazine*, June 1821.

<sup>2</sup> Havard, 1956; Lee-Scarlett, 1968.

<sup>3</sup> Gillespie, 1991, p6.



*I beg to request that you will be pleased to submit to His Excellency Governor Darling, my desire to obtain his permission (when the boundary may be extended) for the occupation of an extent of land (not within the line of its present demarcation) about seven miles distant to the northward of the property of Mr Campbell senior, in the vicinity of Limestone Plains, as it is my intention if allowed, to purchase to the full extent of the regulation which I understand to be nine thousand six hundred acres[3885 ha]<sup>4</sup>*

Palmer then submitted a formal application for land on 14 December:

*With reference to that part of the Land Regulations (bearing dates the 1<sup>st</sup> August, 1831) headed "Leases", I beg to state that I am desirous of renting fifteen sections of land situated at Ginninderra [sic] in the neighbourhood of that quarter of the country commonly called the Limestone Plains and forming part of the quantity which I formerly made application to rent with a view to purchase<sup>5</sup>.*

The tyranny of distance affected the colonial administration in far off Sydney and a muddling bureaucracy initially allocated the desired lands to Mr John Cartwright. An annoyed Palmer then pointed out that he had occupied the lands for several years, had erected several expensive buildings and installed an overseer. The confusion was quickly cleared up in Palmer's favour by the Colonial Secretary and the lands he requested were formally granted in 1831 five years after he had first taken up the land.

It would appear that none of Palmer's local lands were surveyed before occupation, although Assistant Surveyor Robert Dixon and his party had been in the district in 1829. Palmer's holdings were eventually surveyed in 1832, by Robert Hoddle and in 1836 by James Larmer.

Palmer's holdings in the Ginninderra district included:

Portions 4, 8, 9, 10 & 94 – Parish of Weetangera – 4,321 acres (1749 ha)

Portions 4 & 34 – Parish of Wallaroo – 2,205 acres (892 ha)

Portions 20 [Palmerville], 21, 22, & 23 – Parish of Canberra – 2,640 acres (1068)<sup>6</sup>.

Further land grants were to be given in the larger area of Ginninderra but many were to absentee owners who speculated but never settled the area [p. 9]. One such 'speculator' was John Langdon who obtained a grant of 1, 280 acres (518 ha), never lived on it, and disposed of it to George Palmer in 1834 in exchange for 445 ewes [p.9]. By this time Palmer was in formal possession of at least 4,227 ha of land and utilising further land areas primarily for grazing in the Ginninderra Creek area.

Another more well-known speculator was Captain Charles Sturt who acquired property ('Belconnen') with frontage on the Murrumbidgee as a reward for his explorations along the Murray and Murrumbidgee Rivers. But, he sold it to Fredrick Campbell within one year. Fredrick Campbell also purchased 640 acres (259 ha) of land on Ginninderra Creek from George Popham in 1836 steadily increasing his land holdings in the area. By the late 1830s the Campbell estate north of the Molonglo River and in the vicinity of Ginninderra Creek totalled almost 6,900 hectares. By this time Palmer was in formal possession of at least 4,227 ha of land and utilising further land areas primarily for grazing.

Yet another absentee owner was Alick Osborne, a Royal Navy Surgeon, who obtained 987 acres (399 ha) on Ginninderra Creek at its junction with the Murrumbidgee. He sold the land for £1,200 to Thomas Southwell, who named the property 'Parkwood' and immediately took up residence on it and stayed! The pattern of absentee land owners selling their land grants to the larger land holders continued. One exception, however, was Henry Hall who received a grant of 3,742 acres (1514 ha) in the parish of Wallaroo and established his homestead there in 1833. His property, Charnwood was surveyed in April 1836.

Following a census taken in 1841 the only habitations in the Ginninderra district appear to have been those Palmer (Palmerville), Hall (Charnwood), Glenwood, and Campbell (Belconnen). An example of the population in the area at this time can be derived from two properties<sup>7</sup>:

<sup>4</sup> *Ibid*, p.6.

<sup>5</sup> *Ibid*, p.7.

<sup>6</sup> Land Titles Office, NSW, Plans M6.743, M44.743, M48.743, M50.743, M98.743 & M100.743; Gillespie, 1991, p.8.

<sup>7</sup> Gillespie, 1991, p12.

Property	Population
Palmerville	47 males, 21 females (total 68) 15 were convicts 6 were ticket-of-leave employees
Charnwood	24 males, 8 females (total 32) 11 were convicts (10 male, 1 female) 3 were ticket-of-leave employees

But, by the end of the 1850s the majority of the land north and south of Ginninderra Creek either side of the present ACT-NSW border was held by a handful of wealthy owners including Campbell, Palmer, Southwell and Hall, most of whom held lands elsewhere (refer Figure 5).

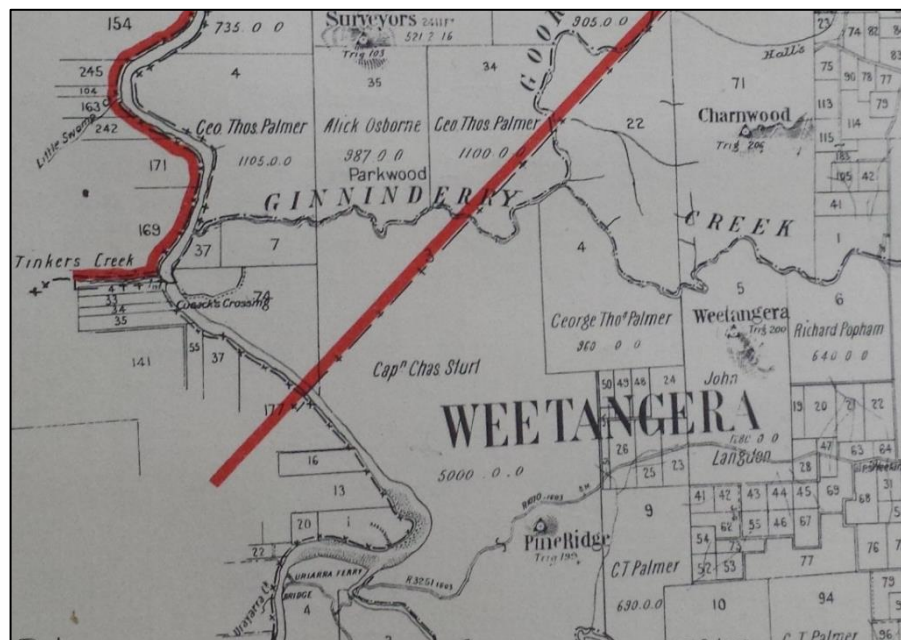


Figure 5: c1910 Map

This map re-published as c1910 Map shows lands held by George Palmer (on both sides of the border), Alick Osborne (Block 36, Parkwood) and land attributed to Captain Charles Sturt. By the time this map was re drawn with the ACT/NSW border Sturt had sold his land to Fredrick Campbell, and Osborne had sold his to Thomas Southwell.

Source:

### 2.3 The Charles Sturt period

Following his explorations along the Darling and Murray Rivers systems (1828-1830) and government postings, Charles Sturt returned to England in poor health. While undergoing treatment he published an account of his journeys, and after many petitions to the New South Wales Government for recompense, he was promised a grant of 5,000 acres (2,024 ha). The promised grant came with a condition that he gave up his military commission and renounced all other rights arising from his military service. Sturt's decision to resign from the military was no doubt based on his continuing ill health, poor eyesight and strained financial situation<sup>8</sup>.

Sturt and his wife returned to New South Wales in 1835. On 17 April 1835 Sturt wrote to his brother William: *You are aware that the Government gave me a 5,000 acre grant of land, but I have not as yet made my selection, being puzzled as to the locality.*

<sup>8</sup> Cumpston, 1951; Beale, 1979.

Just a few days later it would appear that Sturt had made up his mind on where to select his land. On 21 April he wrote again:

*I am on the eve of making a journey to select my acres. The country to the south is described by several people as most beautiful. As soon as I get my land I shall stock it with 1,000 sheep and 150 to 200 head of fine cattle. As a beginning, that, I think, will do very well; and a trip once or twice a year to see my establishment will be a pleasure to me<sup>9</sup>.*

On 5 June an order was issued by the Governor for the promised grant of land. Just after their arrival back in the Colony the Sturts purchased an additional 1,950 acres (789 ha) near Mittagong where they settled. Sturt may have made a journey to the area of Ginninderra to select his granted land. Sturt's wife, Charlotte, wrote in her biography:

*Sturt delayed for some time to select his land, and the Survey Office in Sydney warned him they would cancel his grant if he did not exercise it within a given time. This notice found him lying ill at Yarralumla, so on hearsay and in haste, he chose his grant at Ginningdera [sic] near Queanbeyan, a block surrounded on three sides by the water of the Murrumbidgee, the Queanbeyan [actually the Molonglo] and the Ginningdera. The land, however, is not good, and has suffered heavily from floods).<sup>10</sup>*

Writing many years later, Charlotte Sturt may have exaggerated the flooding of the land. While the Murrumbidgee and Molonglo Rivers and Ginninderra Creek would have regularly flooded, much of the land Sturt selected was and is today above the floodplains of these waterways.

Whether he did actually inspect the area, or relied on the recommendations of contacts in the district, the land he selected for his grant was a good choice. The 5,000 acres was a gently sloping area of land with sheltering ridges. The selection fronted on to the permanent water sources of the Murrumbidgee River, and was bounded in the north by Ginninderra Creek and in the south by the Molonglo River. Small drainage creeks and springs added to the water availability of the land (Figure 6).

The selection was surveyed by Robert Hoddle, the Deputy Surveyor General for the Colony, on 25 November, 1835 and gazetted on 8 February, 1836. Sturt was asked by the Colonial Secretary to name his grant for the title deed:

*In reply to your communication requesting to be informed by what name I would wish the 5000 acre grant confirmed on me by the Government to be designated that the same may be entered in the Title Deed which His Excellency the Governor had directed to be prepared. I have to express my wish that it may be called "Grange"<sup>11</sup>.*

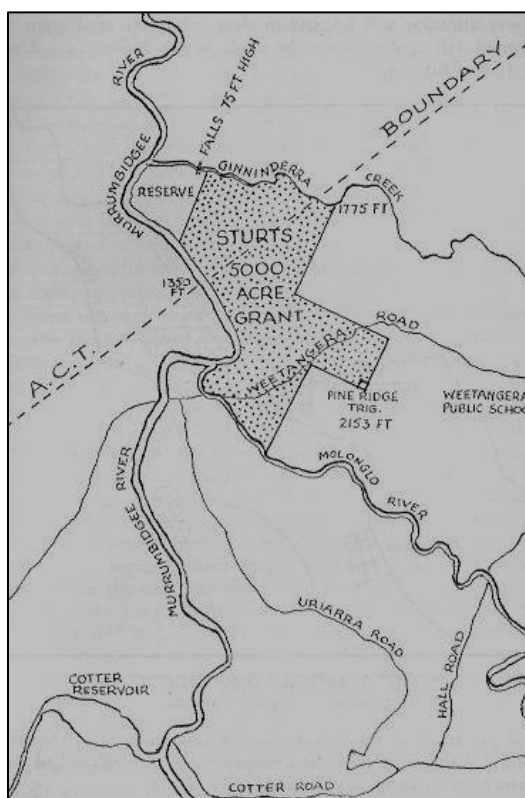
With the name of the property duly recorded the land was finally granted to Sturt on 3 February 1837.

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<sup>9</sup> Cumpston, 1951.

<sup>10</sup> Cited in Cumpston, 1951.

<sup>11</sup> Archives Office, NSW, Microfilm No. 1185 cited in Gillespie 1992.



**Figure 6: The location of Sturt's land grant, later named 'Belconnen'.**

Note how the ACT-NSW border has cut through the original grant leaving the northern section under NSW legislation and retained in private ownership, and the southern section under Commonwealth legislation to be compulsorily resumed<sup>12</sup>.

*Source: Cumpston, 1951*

Judging by the letter he had written to his brother on 17 April, Sturt most likely had no intention of actually building and living on the Ginninderra land grant. By 1836 he and his wife had purchased and settled on a property between Bowral and Mittagong. Sturt was to hold title of the 'Grange' for just a year. On 26 February 1838, he sold the whole 5,000 acres to Charles Campbell. There is no record of Sturt returning to the Ginninderra region and he saw out his last years in Australia in Adelaide; living in a modest house he named 'Grange' before returning to England in 1853.

However, the figure of Charles Sturt has been prominent in Australia's history, particularly for his explorations in the Murrumbidgee and Murray River Corridors and into the desert centre of the continent. His name has been given to a suburb in Adelaide, a University in New South Wales, and several municipal streets and roads, including the major highway linking South Australia, Victoria, and the Hume Highway in New South Wales. Sturt's association, however fleeting it was, with the land along the Murrumbidgee was locally and officially recognised into the early nineteenth century with 'Sturt's Grant' being marked on the 1915 Feature Map produced by the Federal Capital Territory. Today, the Sturt association is still recognised by the naming of Sturt Island in the Murrumbidgee Corridor.

## 2.4 The Campbell Period

Charles Campbell had come to the district to manage his father's (Robert Campbell) station at Duntroon in 1835. He briefly assumed responsibility for the management of George Thomas Palmer's Ginninderra Estate, marrying Palmer's daughter, Catherine, in 1837. Following the sale of Sturt's acres, Charles Campbell arranged to buy his father-in-law's Ginninderra property with a down payment and the balance being paid by instalments. The deal did not last long, and Palmer resumed possession when his son-in-law could not keep up the payments. A drought, along with falling wool and stock prices were the main

<sup>12</sup> Cumpston, 1951



causes. However, Charles and Catherine managed to hold on to Belconnen even though they moved back into the family home at Duntroon<sup>13</sup>. Belconnen became an outstation to the Duntroon estate.

Campbell did not keep the name of 'Grange' for his new acquisition, and soon after purchase the land was named 'Belconnen'. The origin of this name is not entirely clear but it has been suggested<sup>14</sup> that Campbell gave it this name following an incident on the property when an Indigenous male used a similar sounding word, meaning "I cannot find". The name, like many Indigenous terms adopted by Europeans, has been spelled as 'Belconnel,' 'Belconon' and 'Belcomon'. The name was largely limited to the property and was not applied to the present area of Belconnen until after the Naval Transmitting Station, built nearby in 1938/9, adopted the name.

Campbell's staff set to work clearing the native vegetation, opening up the land for sheep grazing. Campbell may also have planted exotic species. A two-room stone dwelling was built during the Campbell period, most probably to accommodate an on-site overseer to manage the property. There is some uncertainty over the age of this first building<sup>15</sup>; one source<sup>16</sup> suggests it was built early in the Campbell period between 1835 and 1850. However the early date in this range can be discounted. Sturt acquired the property in 1837 and there is no record either of a building on the site before that time or of Sturt building, or even planning to build, prior to selling in 1838. Other sources<sup>17</sup> suggest the dwelling was built later in the 1880s. A period of construction sometime between the 1850s (favoured by the ACT Heritage Council) and the 1880s is plausible given that Charles Campbell began developing the property to graze sheep soon after he acquired it.

Living in the Ginninderra district in the 1830s and 1840s meant an isolated and confined lifestyle. A census taken in 1841 showed the only inhabitants of the area were from Palmer's holdings, Charnwood and Glenwood Stations and the Campbell holding of Belconnen. The total population was just over one hundred and approximately seventy five percent were males. The isolation was especially telling for the women, but there were some opportunities for socialising. The main social events in these times were visiting other families and the Sunday church services. Catherine Campbell, while living at Duntroon, often visited her father's property<sup>18</sup> and most likely, accompanied by her husband Charles, visited their Belconnen holding.

By the end of the 1870s the Ginninderra region began to show signs of development, with the population increasing following the passing of the Crown Land Acts (Roberson Land Acts) of 1861. Most of the properties in the area were small, ranging from 40 to 400 acres (16-161 ha), although when Crace purchased Charnwood he held around 20,000 acres (8093 ha).

Charles Campbell's son, Frederick, took over the management of the Duntroon estate, including the Belconnen outstation, in 1877 when his father was overseas<sup>19</sup> (Gillespie 1992). The second son of Charles and Catherine, Frederick was born at Duntroon in 1846, the same year his grandfather, Robert, died. Frederick was born with a cleft-lip and experienced difficulties with his speech throughout his life. Embarrassed by his speech and having problems with his studies at Sydney University, Frederick decided to try life on the land<sup>20</sup>. He worked as a jackaroo in Queensland; and later in 1873, with financial help from his uncle, purchased land near Walgett. Frederick experienced financial problems and sold out two years later. He accepted an offer from his uncle, George Campbell, to manage Duntroon estate, which he did for five years. Duntroon had become the centre for an elite society of established and wealthy landowners. Frederick, now just in his thirties, did not fit easily into this society, most likely because of his speech difficulties, and did not often entertain. But, nonetheless, he liked to be recognised by the local communities as a Campbell. In 1878 he married into the elite society. His wife, Francis Wright, was the daughter of James and Mary (nee Davis) Wright of Lanyon and Cuppacumbalong. In 1882 Frederick (or Fred as he was more widely known) finalised the purchase of Yarralumla Estate. At that time, Yarralumla consisted of a collection of land grants and conditional purchases accumulated by Augustus Gibbes. The land parcels were not adjoining and there was no single marked boundary to the estate. To consolidate the estate holdings Frederick bought land areas lying between his scattered titles

<sup>13</sup> Gillespie, 1992.

<sup>14</sup> Shepherd, 2005.

<sup>15</sup> Barrow, 1998.

<sup>16</sup> NCDC, 1988.

<sup>17</sup> Barz & Winston-Gregson, 1982; ACT National Trust.

<sup>18</sup> Gillespie, 1992.

<sup>19</sup> *ibid*

<sup>20</sup> Newman, 2007.

with the object of clearly delineating the Yarralumla Estate. The Belconnen lands, which had passed to Frederick following the death of his father, were incorporated in the Yarralumla Estate. The total estate, now 39,000 acres (16,783 ha), also included land on the south side of the Molonglo, incorporating the present 'Huntly' lands.

Frederick employed overseers and staff for his holdings. Richard Vest was one; he most likely lived in the stone cottage from 1882 to 1888. Other employees living and working on the Belconnen lands were of Scottish descent, including D. MacDonald from 1888 to 1889 and Duncan McInnes from 1890 to 1904. Fencing, stables and yards were erected during the 1880s to 1890s by James Kilby and Evan Cameron (ACT Heritage Council). The Campbell family, starting with Robert Campbell who established Duntroon, had a tradition of assisting Scottish migrants to Australia and employing them on their holdings.

By the beginning of the 20<sup>th</sup> century Belconnen was prospering. The farm included the stone overseers' cottage with slab attachments, animal enclosures including a stockyard, poultry run, pig sty and a stable close to the cottage. There were also large sheep yards to the south and another house and woolshed to the north. The land was used for sheep and crops of oats, barley and wheat but within the first three decades of the 1900s the situation was to change.

Following the Federation of the Australian colonies in 1901, and the selection of the Canberra area as the site of the new Federal Capital in 1908, the Federal government was anxious to accurately survey the new Capital Territory. Under the guidance of Charles Scrivener who was appointed Director of the Lands and Survey Department, the surveying of the border began in 1910. The first section to be surveyed was along a direct bearing between the summits of Mount Coree and One Tree Hill. This section now forms the only straight-line border of the ACT. The survey line cut through Campbell's Belconnen property putting the southern two-thirds of the land within the new Federal Territory and subject to compulsorily resumption. Campbell was left with the northern third of the property within New South Wales and under his ownership. As well as Belconnen, all of the Duntroon estate lands within the borders of the Federal Capital Territory were to be subject to government acquisition. Campbell was also to lose his family home of Yarralumla, which became home to Australia's Governors' General.

Frederick Campbell was most distressed and angered by the impending government acquisitions. Referring to the Belconnen land, he wrote to Scrivener in August 1912 wishing to retain the 626 acres (253 ha) that remained of Sturt's original lease:

*It is my Ewe Lamb, and I hope the Commonwealth Government will be satisfied to leave me that much of Sturt's 5000 acre grant and not drive me altogether out of my native district<sup>21</sup>.*

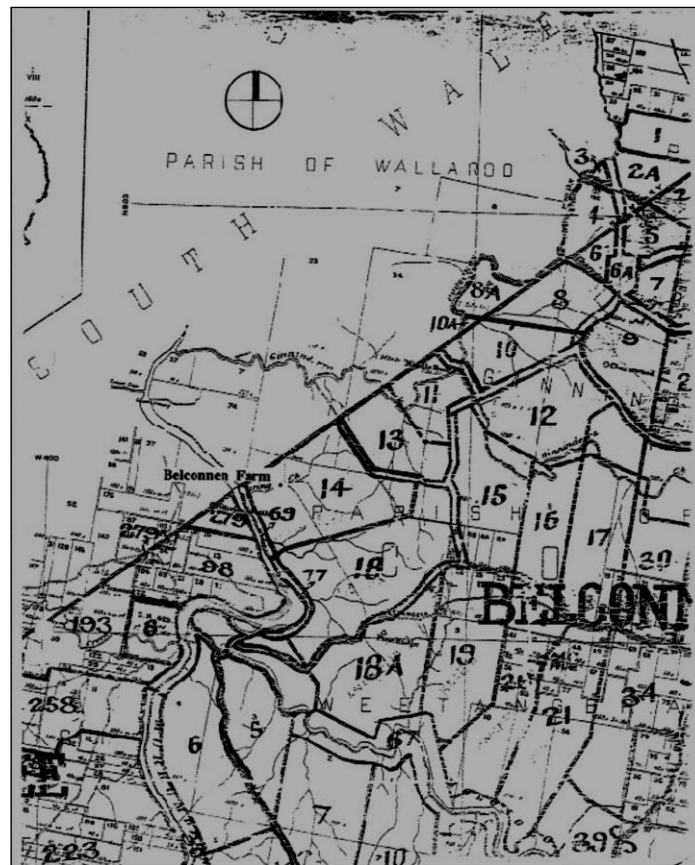
The estate lands were acquired by the Federal Government and Frederick Campbell moved away from Yarralumla and the Federal Capital. He died in 1928. The *Canberra Times* wrote in its obituary:

*Mr Campbell's association with Yarralumla dated from 1881, when he bought that property from the Gibbes family. Yarralumla comprised about 8,000 acres, and when he received his father's property at Belconnen on the latter's death, in 1888, he owned about 20,000 acres freehold. Under his direction Yarralumla became a model station. Heavy forest land was converted into grazing and cultivation paddocks, marshy country was dried by about 500 miles of drains, and the whole area was made practically rabbit-proof. The clip, from Merinos of Boonoke and Wanganella extraction, became one of the most valuable in the State.*

*Mr Campbell resided at Yarralumla until it was resumed as a residence for the Governor-General, and then left to control Cooinbil, a property he had acquired in Riverina. During his residence in the present Federal Territory he took a keen interest in all local affairs. For many years he was a member of the Queanbeyan pastures Protection Board, and for some time also was president of the local branch of the Farmers' and Settlers' Association<sup>22</sup>.*

<sup>21</sup> NAA A371.1

<sup>22</sup> *Canberra Times*, 1928.



**Figure 7: Section of Federal Capital Territory map showing the subdivision of Belconnen following government acquisition and subdivision. The original Sturt and Campbell holding was subdivided into Blocks 14, 18 and 18a. The Parkwood land is within blocks 14 & 18<sup>23</sup>.**

*Source: National Trust Classification Files*

<sup>23</sup> National Trust (ACT) Classification Files.



**Figure 8: The breakup of land areas along the northern border of ACT following Federation. The study area (top and middle left), mostly comprising Belconnen Farm, has been retained in large grazing blocks.**

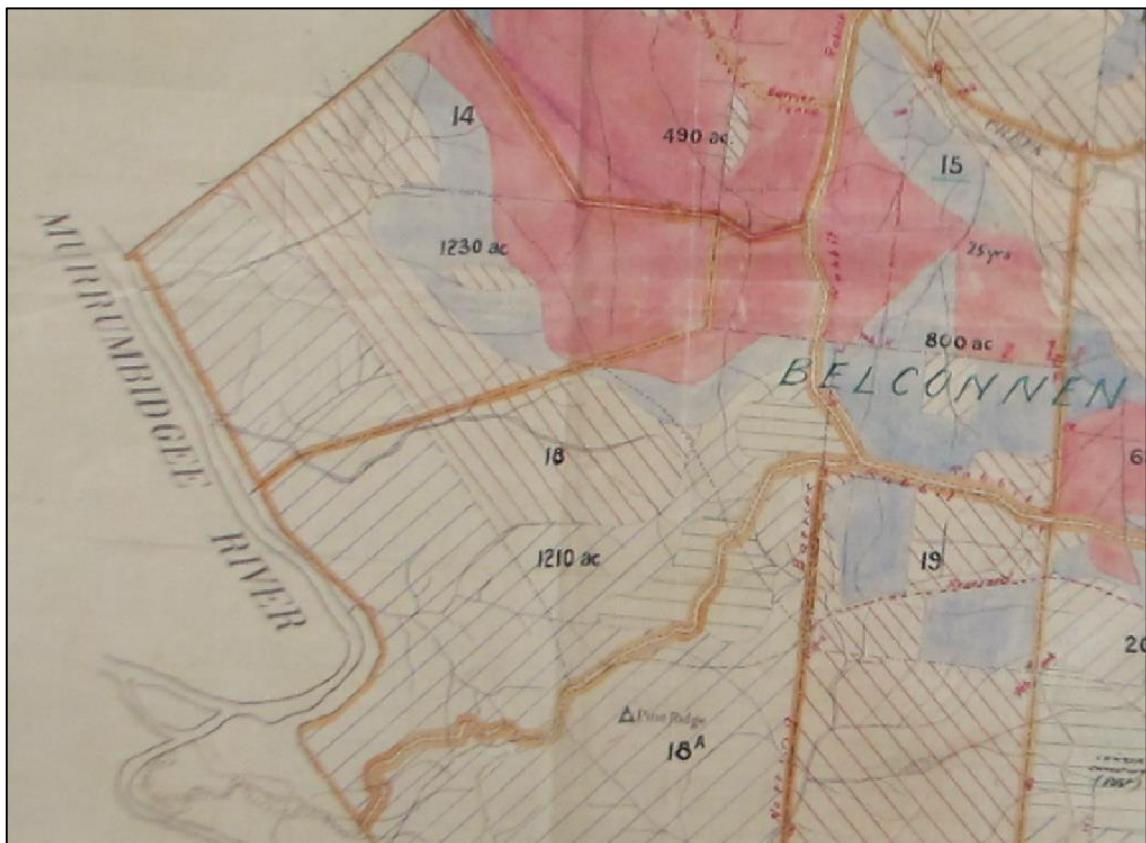
*Source: Boundary of Weetangera Parish since 1909, Original map date 1904, NSW Department of Lands.*





**Figure 9: Grazing properties in the northern section of the Federal Capital Territory. The study area is encompassed within Blocks 14 (11230 acres) and block 15 (1210 acres) with a reserve area at the junction of the Molonglo and Murrumbidgee Rivers.**

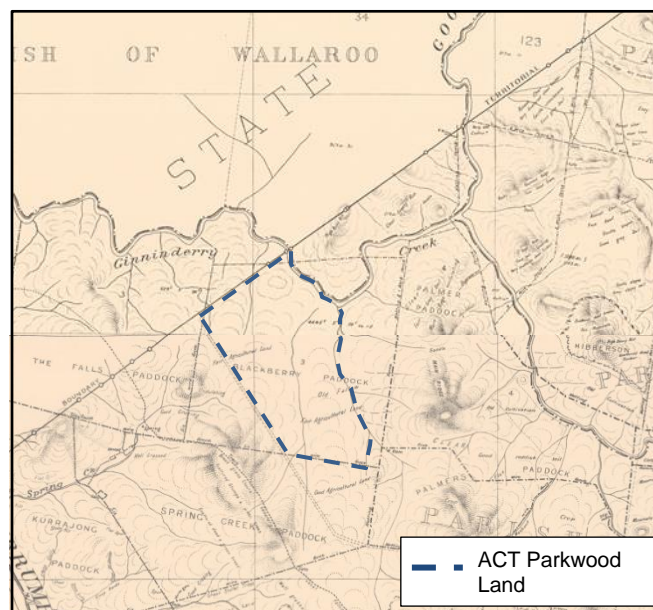
Source: *Map of Belconnen District, Boundary of Weetangera Parish since 1909, Original map date 1904, NSW Department of Lands c. 1910.*



**Figure 10: The Parkwood land is encompassed within Blocks 14 (11230 acres) and block 15 (1210 acres) with a reserve area at the junction of the Molonglo and Murrumbidgee Rivers**

Source: *Map of Belconnen District, Boundary of Weetangera Parish since 1909, Original map date 1904, NSW Department of Lands c. 1910*

The area as detailed in the 1913 maps is shown in Figure 11.



**Figure 11: The area as detailed in the 1913 Survey maps.**

Source: *Federal Territory Survey Map 1913, Sheet 2 and 3, <http://www.nla.gov.au/apps/cdview/?pi=nla.map-vn1658523-s3-vv> and <http://www.nla.gov.au/apps/cdview/?pi=nla.map-vn1658523-s4-vv>*

## 2.5 Belconnen and the Soldier Settlement Period

Following the Federal Government acquisition of the Yarralumla estate in 1913, the rural lands within the new Federal Capital Territory were subdivided and advertised for lease under the instructions of the first administrator, Colonel David Miller. Miller managed to acquire the present Belconnen subdivision. Three rooms for shearers and a galvanized iron laundry were built on the property. It is thought<sup>24</sup> (ACT Heritage Council) that Miller's son, Selwyn, occupied these buildings with one of the Colonel's workers occupying a tent to the south west of the stone cottage. Selwyn Miller worked the property during the years of the First World War and up to 1922 when he and his family left the district. In January 1916 it was reported that he had produced 700 bags of wheat from a 70 acres (28.3 ha) crop and 300 tons (272 tonnes) of oaten and wheaten hay from a paddock of 100 acres (40.4 ha) (ACT Heritage Council).

In 1922 the former Sturt land grant and Campbell holding was subdivided into Blocks 14, 18, and 18a (Figure 6). The present Belconnen Farm heritage area was within Block 14. From 1922, following the departure of the Millers, the lease of Belconnen Farm (Block 14) was held by the Hyles family. Following the First World War and the introduction of a Soldier Settlement programme, Block 14 was leased to Austin Shepherd.

Corporal Austin Nugent Shepherd (7252) served with the 5<sup>th</sup> Field Artillery Brigade in Sinai and Palestine during the First World War. Following his return to Australia he applied for a land holding under the Soldier Settlement Scheme. On 16 November 1924, Shepherd signed a lease for 25 years for the 1,162 acres (470 ha) comprising Block 14. Shepherd later acquired a lease on Block 16 for 620 acres (251 ha). Shepherd set about improving the land under the terms of the lease, building a woolshed and yards using material from Duntroon, together with a machinery shed and shearers' accommodation. Unlike many returned service men who took up Soldier Settlement blocks, Shepherd knew a thing or two about farming. He had graduated from the Hawkesbury Agricultural College as Dux of his year, and following his service during the First World War he had worked as a field officer for the Department of Agriculture in the Murrumbidgee Irrigation Area.

Despite his education and agricultural experience, Shepherd had a long struggle on his hands to provide for his family from his holdings. Soil erosion on the slopes of Block 14 was a major problem. Contour banks had to be constructed to maintain the topsoil. Noxious weeds and rabbit infestation also took a great deal of labour and expense to control, although there was government assistance with these problems. Suitable fencing had to be maintained under the terms of his lease. Shepherd persistently lobbied the Federal authorities (Figure 7) through lawyers and local government members over the conditions and requirements of the lease: rental increases, rental arrears, rental reduction and concessions, tenant rights to improvements, public road access and financial assistance under the Repatriation Scheme for Soldier Settlers were a constant concern and topics of many letters to the Department of Interior Archives<sup>25</sup>.

While Shepherd's grievances, opinions and requests were heard by the Federal Government there was always the inevitable bureaucratic counter following inspections and assessments of his holdings and the improvements he had made.

Austin Shepherd wrote to the Minister of the Interior stating some of the grievances he felt he had with the Department of the Interior over the management of his holdings (Archives ACT).

*Belconnen,  
Weetangerra,  
Via Hall*

*11 September, 1941  
The Hon. The Minister  
Dept. of Interior  
Canberra*

*Dear Sir*

---

<sup>24</sup> ACT Heritage Council.

<sup>25</sup> ACT TL1257



*In connection with the rental paid by me on Blocks 14 and 16 Belconnen I hereby ask for a revision of the rental as stated in a letter received recently from the Department.*

*Under present conditions with restriction of production and the rising costs and adverse season and scarcity of labour I ask for a concession in reduction of rental.*

*During the past winter I have fed sheep with over £200 worth of fodder.*

*I might state that I have spent over £3 an acre on much of my lease in pasture improvement. This was the only portion of my lease that carried stock maintaining condition during the present winter.*

*One lease Block 16 both during last and the present winter has only carried 2 sheep to 3 acres.*

*I might state that being one of the original 25 years leases I am not entitled to reassessment at present but when the rent was fixed some five years ago I appealed against the rate but did not get redress although I believe the interest rate on the capital value of the land was reduced from 5% to 4½%.*

*Yours faithfully*

*A.N. Shepherd*

The Department of Interior reported as below following an inspection of the Belconnen holding leased by Austin Shepherd. (Note: the first page of the report gives a valuation of the improvements made by Shepherd.)

*T.L.1257/120-121-122*

*Dept of the Interior*

**TENANT RIGHT; BLOCK 14 BELCONNEN**

*Block 14 Belconnen comprises 1,162 acres, leased to Mr. A. N. Shepherd at a rental of £225.2.9 per annum, equivalent to 3/10½d. per acre for the period 1.9.24 to 31.8.49.*

*The area is well fenced into 10 main and several smaller paddocks, watered by 5 dams aggregating 1,350 cub. yds.*

*Pasture improvement has been well established on about 350 acres and about 70m acres have been placed under cultivation this season to oats and wheat.*

*All stock are in excellent condition and the last stock return shows 6 horses, 28 cattle 2167 sheep.*

*Lessee purchased all the original improvements on this block and has since been granted tenant right in other improvements, all of which have been recently valued by Messrs Gates and Tracey as follows:-*

<i>Pasture Improvement (Est)</i>	<i>£1,050</i>
<i>All Fencing</i>	<i>590</i>
<i>Paddock, sheep yards</i>	<i>10</i>
<i>Old Residence</i>	<i>200</i>
<i>Woolshed and Appointments</i>	<i>500</i>
<i>Hay and grain shed</i>	<i>70</i>
<i>Garage (G.I.)</i>	<i>40</i>
<i>Car Shed</i>	<i>40</i>
<i>Shearers quarters</i>	<i>50</i>
<i>Yards and dip</i>	<i>140</i>
<i>Fruit trees</i>	<i>100</i>
<i>Crops</i>	<i>175</i>
<i>Dams</i>	<i>135</i>

*The present total value of improvements in which the lessee has been granted tenant rights is £3,140, made up as follows:-*



Buildings etc	£950
Fencing	590
Yards and dip	140
Dams	135
Fruit trees	100
Crops	175
Pasture Improvement	<u>1,050</u>
	<b><u>£3,140</u></b>

*This represents a value of £1,815 in structural improvements, including dams.*

*As the house on the above block is old and white ant ridden and reaching a stage where the dwelling is no longer reasonably habitable, the lessee proposes to erect a new dwelling for which plans have been drawn by Architect K. Oliphant, top cost about £1,400 in which the Lessee desires tenant right.*

*It is the lessee's intention to demolish the whole of the existing old dwelling, valued at £200, except 2 rooms build of stone around the new dwelling will be erected.*

*A new dwelling is considered an essential improvement of a permanent nature and though the lessee has 4 years only unexpired it is reasonable to assume that an extension will be granted to 1958 to coincide with the expiration date of the majority of Rural Leases.*

*Owing to the location and topography of the land, the possibility of it being required for Commonwealth purposes appears remote.*

*It is therefore considered that tenant right should be granted and in estimating the value on a productive basis, the following factors have been given consideration in the examples stated:-*

**EXAMPLE "A"**

<u>Estimated Annual net Returns</u> -	
1162 sheep return say 6/-d, wool	£349
70% of lamb from the ewe portion representing 2.3 <sup>d</sup> of flock	
= Est 600 fat lambs at 15/-d.	£450
Crop returns	<u>£170</u>
<b>TOTAL</b>	<b><u>£969</u></b>

**Outgoings**

8% on tenant right improvements (which Comprises approved tenant right £3,140, plus proposed tenant right value in new dwelling not exceeding £700)	£308
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**EXAMPLE "B"**

*This property on the basis of 1 sheep per acre at £4.10. "sheep-acres value" would have an estimated value of £5,229, with a 25% tenant right value of £1,307.*

**EXAMPLE "C"**

*However, with pasture improvement and good management the property could carry with lambs and large stock the equivalent of 1,5000 sheep which is comparable with a property of 1,500 acres carrying 1 sheep per acre.*

*The value of a 1,500 acre property on the basis of 1 sheep to the acre on a similar sheep area value (£4.10.0) would be £6,750.*

*A property worth £6,750 could carry a tenant right value to lease of £1,688, on a 25% basis.*

*The balances from examples "B" and "C", £1,307 and £1,683 respectively, give a mean of £1,497.*

*The lessee at present has tenant right in structural improvements estimated at £950, and after allowing for £200 on old dwelling plus £700 tenant right in the proposed dwelling, the total tenant right structural value would then be £1,450.*

*It would appear, therefore, on these examples, that the lessee could be granted tenant right in this improvement to an amount not exceeding £700.*

*On 5.4.1940, the Secretary approved on papers T.L.3750 a recommendation that it be the policy of the Government to fix a maximum amount for which tenant right will be granted in the case of any rural lease in the A.C.T. and that such amount be arrived at on the following basis:-*

- (a) Residence, other out-buildings including woolshed and house water supply: 25% of the improved value of the land (Government improvements only) calculated at the commencement of the lease or at date of last re-appraisal.*
- (b) The value of fencing, ground tanks, contour banks or drains in connection with soil erosion, lucerne or standing crops and/or pasture work covered by the two year limit in the case of withdrawals for public purposes not to be included in (a), but any application under any of these headings to be dealt with on its merits by the Officer in Charge.*

*On T.L.2450 Mr. Ellerman, valuer, during the one and only re-appraisal of this block, showed the improved capital value of the above block of 1,162 acres as £4.0.0 per acre, equivalent to £4,648.*

*The maximum tenant right, therefore allowable being £1,162.*

*The lessee has at present been granted tenant right to the value of £950 in structural and after allowing £200 for the old building to be demolished, would be equivalent to £750 leaving a balance of £412, representing the maximum amount of tenant right that could be granted.*

*It is pointed out, however, that Mr. Shepherd runs this homestead block in conjunction with Block 16 Belconnen of 652 acres on which exists a small hut only and that his income would be augmented by returns from this block*

*(Signed)  
(J.E.Morrow)  
15/11/45.*

Austin Shepherd ran merino sheep (up to 1,500 head in good years) and short horn cattle, and continued to crop the better land for oats, phalaris and clover much as Frederick Campbell had done. Shepherd also grew the first successful crop of rice using seed imported from America<sup>26</sup>.

However he saw his problems with the government over the property, Shepherd managed to make a success of the lease where many other Soldier Settlers failed. It was most likely Shepherd's sound pastoral management and the skills first developed during his agricultural studies, which made him successful. In 1948, towards the end of the term of the initial twenty-five year lease, the Surveyor General's Department made a decision to grant extensions to all the expiring pastoral leases in the Belconnen district until June 1958, subject to re-appraisal under conditions which provided for the destruction of rabbits and noxious weeds together with general maintenance of fencing and dams. Shepherd applied, and following a favourable inspection report, was granted an extension of his lease on Block 14<sup>27</sup> (ACT Archives).

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<sup>26</sup> ACT Heritage Council

<sup>27</sup> ACT Archives

Following further lease extensions, Austin Shepherd handed over the lease and management of the property to his son, Robert. Robert Shepherd had ownership of a motor trading outlet (Shepherd Ford) and in 1976 the property was sub-leased to Peter Canharn of the adjoining Strathnairn property. The habitable buildings on the property were sublet as residences.

On 29 March 2004 Blocks 1605 and 1606, Belconnen District, comprising 678 hectares, was leased to Corkhill Bros. Pty Ltd for ninety-nine years. The land is still used for cropping and grazing, although the latter is now restricted to a few head of cattle. Sheep are no longer grazed on the current property; the shearing shed and shearers quarters are no longer used.

Suburbia is now spreading towards the open pastures and the Belconnen tip is encroaching upon former cereal cropping land along Spring Creek. However, despite the ever-dominating urban environment on its boundary, Belconnen Farm continues today as a rural property. From the time Charles Sturt selected the land, through to its pastoral development, first by the Campbells, then by the Shepherds and those who followed, the fields surrounding the present Belconnen Farm homestead have been consistently cropped and grazed. Sturt's selection of this land for his 5,000-acre grant, bordered on three sides by watercourses, was well chosen.

## 2.6 District of Belconnen

The District of Belconnen was defined in the Australian Capital Territory Districts Ordinance gazetted on 31 March 1966. By that time the provision of basic urban infrastructure, telephone services, electricity, sewers, stormwater and water supplies had commenced. Some roads had been constructed and the basic street layout of the suburb of Aranda was completed. In June, 1966, the district was officially inaugurated by the Minister for the Interior, John (Doug) Anthony, with a ceremony at a commemoration stone laid in the Aranda playing fields. The following year, 1967, saw the first residential leases in Aranda offered for lease at auction, detailed planning and provision of initial infrastructure for the Belconnen Town Centre, and a decision made to create a lake on Ginninderra Creek. Further suburbs of Bruce, Cook, Higgins, Latham, Page and Scullin were gazetted in 1968. By 1971, several schools had been opened, further suburbs gazetted, a hospital planned and the population of the district reached 19,900. Five years later further development of the suburbs of Florey, Giralang Spence, Evatt, Flynn, McGregor and Charnwood were well underway extending the district to the northwest and toward the ACT/NSW border area. The Belconnen District had become the primary growth area of Canberra.<sup>28</sup>

In November, 1975, the blocking of supply and the implications of a dismissal of the Whitlam Government saw a loss of development confidence by the private and public sectors and development in the Belconnen District slowed. One effect of the political crisis was that it brought to halt recent talks about cross-border urban development. However, the various governing bodies of the ACT and NSW were to maintain the concept of joint cross-border urban development for the next decades until the second decade of the twenty-first century when the planning phase reached the current point.<sup>29</sup>

Nevertheless, the development of the Belconnen District continued and by the end of the 1970s twenty-five suburbs had been gazetted and either occupied or under final development. By 1981 the population of the Belconnen District was 76,300 which has now increased to 92,400 living in 35,600 dwellings.<sup>30</sup>

During the development of the Belconnen District in early 1970s the west Belconnen Landfill area was established to provide a local facility for the growing number of residents. In the 1990s, sustainable development came to prominence with the ACT government and waste management with an emphasis on recycling and reduction became a priority. Parkwood Road Recycling Estate was opened as a small industrial estate located on Parkwood Road next to the site of the old Belconnen land Fill. The recycling estate is managed by the ACT Property Group providing light industrial sites on the estate to businesses involved in recycling and resource recovery activities - Canberra Sand and Gravel Landscape Centre, No Waste Wood Buster and Parkwood Recycling Centre currently occupy the estate.

The other major light industry operating in the study area is Pace Eggs Pty Ltd. Pace Eggs was established in 1978 and operates the Parkwood Eggs as the only commercial egg production facility in

<sup>28</sup> Rhynehart, B. *Belconnen's History* <http://www.belconnen.org.au/belhist.htm> (Accessed 5-12-13)

<sup>29</sup> *ibid*

<sup>30</sup> Department of Environment Land and Planning, *Canberra's Suburb and Street Names, Belconnen*, Canberra

the ACT. Because of a growing trend towards free-range and barn-laid eggs in recent years the ACT passed legislation banning cage egg production imparting heavy restrictions on the production of Parkwood Eggs. Under the legislation the facility was given four years to convert to barn egg production. The ACT government agreed to purchase a 24 hectare subdivision of the Parkwood Eggs facility that was deemed surplus to the facility's requirements. Rezoning of this land for further light industry use is now in progress.<sup>31</sup>

Other small commercial business operate on land sections off Parkwood Road - a veterinary surgery (Angel of Mercy Veterinary Hospital) at 138 Parkwood Road; pet boarding centre (Best Friend Pet Centre) at 140 Parkwood Road has been in operation since 1970; Belconnen Landscape Supplies and The Garden centre at 148 Parkwood Road has been operating since the early 1980s under different names and ownership; and the Belconnen Pony Club leases land from the ACT government.

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<sup>31</sup> Canberra Times <http://www.canberratimes.com.au/act-news/cage-egg-farm-destocked-after-lucrative-deal-20130702-2paf2.html#ixzz2mZrimwyk> (Accessed 5-12-13).



### 3.0 PHYSICAL EVIDENCE

#### 3.1 Setting/Landscape

##### 3.1.1 Description of the ACT Parkwood Lands

The Parkwood land is bounded by the ACT-NSW border to the northwest; Parkwood Road to the southwest and south; the suburb of Macgregor to the east; and rural block division to the northeast.

The cultural landscape included in this study site all falls within an area that was once part of the former Charles Sturt grant of 1837 then, from 1838, the Campbell estate of Belconnen. Almost all of the area subsequently became Block 13 of the post-WW I soldier settler leasehold farms. A review of archival material, such as early 20<sup>th</sup> century surveys and aerial photography, indicates that the site has been managed as a largely cleared landscape since the 19<sup>th</sup> century.

The site remains a mostly open and generally flat, grassy landscape bordering the Ginninderra Creek floodplain. In acknowledgement of the severe winds that the area may experience, several pine (*Pinus radiata*) shelterbelts characterise the site along with dense Eucalypt plantations around the Parkwood Eggs property.

Farm groups in the vicinity of the site include *Belconnen Farm* (the subject of a separate detailed CMP study of 2012) to the southwest of the adjacent WBRMC landfill, *Strathnairn* to the south and *Parkwood* and *Kilby Park* to the northwest. Industrial land uses at the WBRMC site and at the electricity substation across Parkwood Road dominate views to the southeast and south respectively while major powerlines (330 kV and 132 kV) and pylons impinge on views within the site.

##### 3.1.2 Evolution of the Cultural Landscape

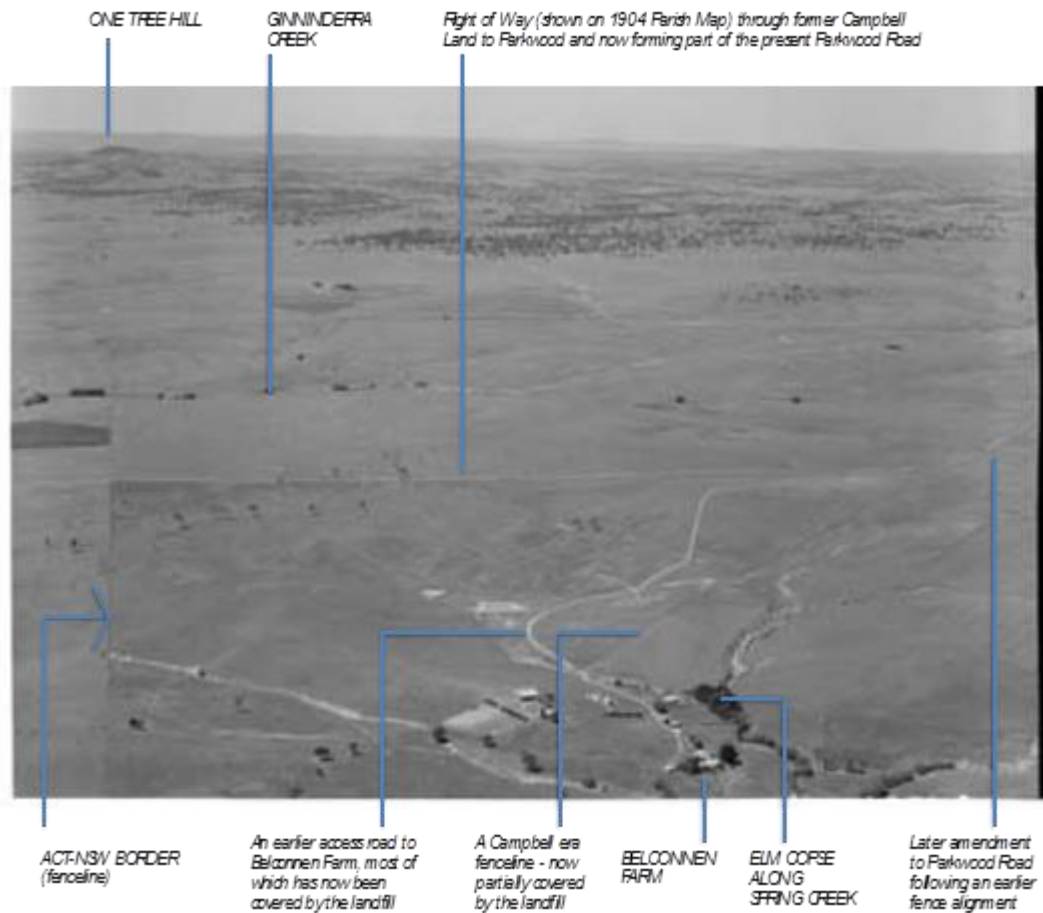
Much of the land that comprised the southern half of Charles Sturt's original grant area has been described as Tableland Dry Tussock Grassland with Tableland Riparian Woodland along the major drainage system (including Ginninderra Creek).<sup>32</sup>

From the middle of the 19<sup>th</sup> century and through much of the 20<sup>th</sup> century the Parkwood land has been used principally for broad acre agriculture with some cropping. Only in the latter part of the 20<sup>th</sup> century have parts of the former Sturt grant area been used for industrial purposes.

The site includes a section of Ginninderra Creek that remains as a traditional boundary marker of Charles Sturt's 1837 land grant and the subsequent Campbell family estate of Belconnen (1838-1912). At the eastern edge of the site there remains a north-south fence line, reinforced by a line of pines that interprets part of the eastern boundary of Sturt's old 1837 grant area and that of the former Belconnen estate. The fence line falls within part of Block 7 Section 149 adjoining housing along Eccles Circuit in Macgregor.

Figure 12 is an annotated oblique aerial photograph of 1954 showing the study area between Parkwood Road and Ginninderra Creek as well as part of the Belconnen Farm area (below Parkwood Road). The figure shows part of a right of way (noted on the 1904 parish map and that has now become part of Parkwood Road) through the former Campbell estate leading to the Southwell/Kilby property Parkwood on the other side of Ginninderra Creek. A later, more easterly, section of Parkwood Road (extreme right middle of the image where it bends) aligns with an earlier fence line from the Campbell estate period.

<sup>32</sup> Environment and Recreation, Territory and Municipal Services, *ACT Aquatic Species and riparian Zone Conservation Strategy*, Action Plan No. 29, TAMS, Canberra, 2007, p. 29



**Figure 12: 1954 oblique aerial photograph across the study area (between Parkwood Road and Ginninderra Creek) and Belconnen Farm**

Source: NAA Barcode 11714039

Apart from the occasional vegetation within Ginninderra Creek and sporadic woodland trees, Figure 12 shows the Parkwood land to be totally cleared of trees. The present pine shelterbelts and dense tree plantations have all been introduced since the 1960s with many since the 1980s (refer Figure 13).



**Figure 13: 1985 aerial photograph of the study area and its, as yet, largely cleared nature.**

*Source: NLA Belconnen CAC/C 2777 Run 2 Frame 035, 1985*

### **3.2 Structures**

There are several structures in the study area as outlined below. Their location is shown in Figure 14.

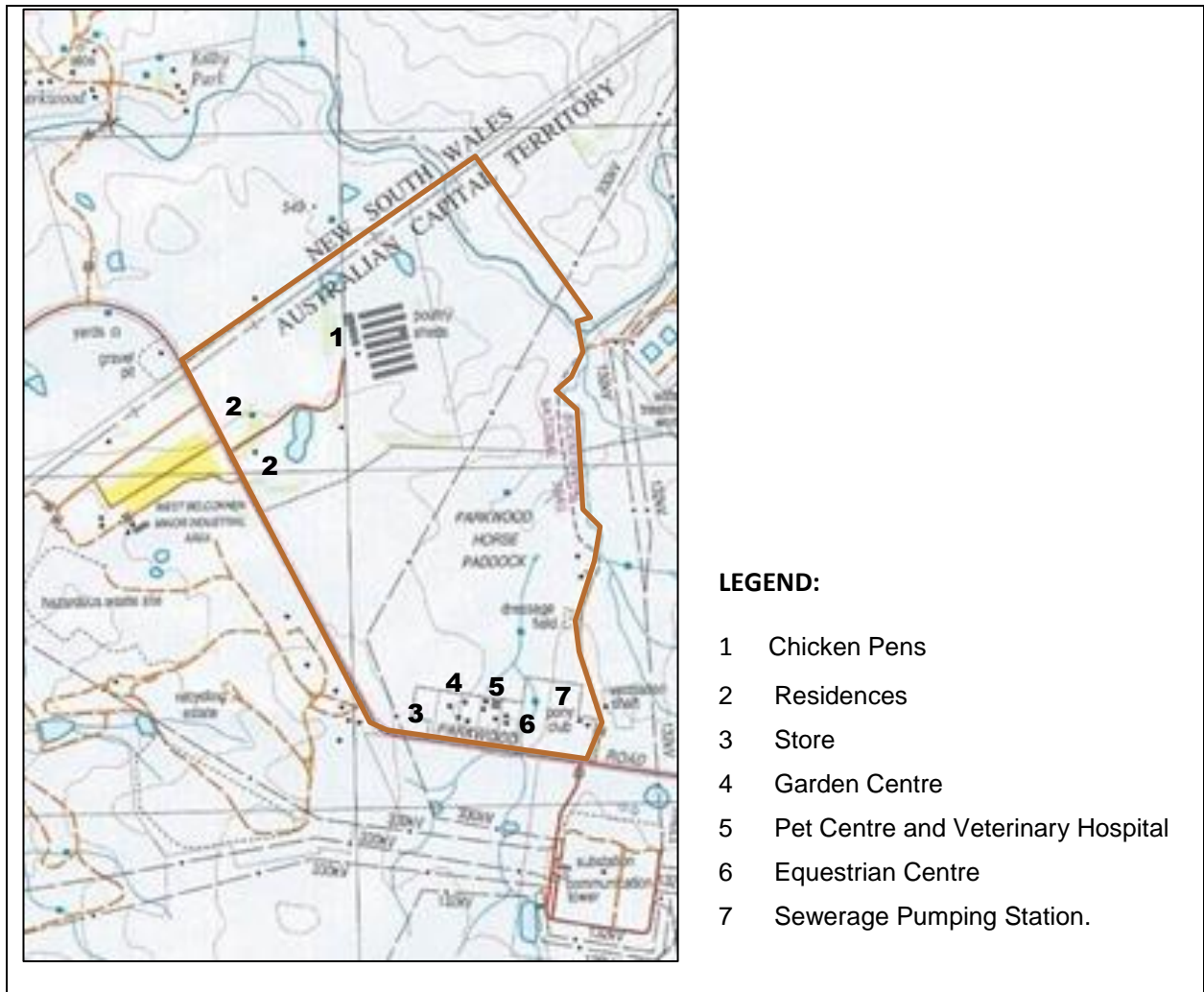


Figure 14: Site Plan showing Major Structures/Features

Source:

**3.2.1 Chicken Pens (c1990)**

Large Colorbond industrial sheds with concrete surround.



**3.2.2 Residences (c1980)**

Two tan brick cottages with brown concrete tiled roofs, brown anodized aluminum framed sliding windows. The cottages have minimal landscape but do include some shrubs, trees and lawn around the house with open grassland beyond.





**3.2.3 Store (c1990)** Tan brick steel framed store and shelter with metal low pitched roof. All set within a bitumen yard with galvanised chain wire fence.



**3.2.4 Garden Centre (c1980)** “The Garden” garden centre includes a rendered building with gable concrete tiled roof and aluminum framed windows. There is a large gravel car park and landscaped surrounds. There is a metal shed with metal tray gable roof and aluminum framed windows to bulk supply yard. Other garden sheds and timber pergolas are within the yards/centre.



### 3.2.5 Pet Centre and Veterinary Hospital

The Pet Centre is a single story tan painted brick building with low pitched metal tray roof.

The Veterinary Hospital is a two story tan brick building with a brown concrete tiled skillion roof to each side and brown aluminum framed windows. It is set within yards and landscape with a galvanised wire fence and metal yards and shelters. Roads and parking spaces are bitumen paved and there is a stone wall at the entry.



### 3.2.6 Equestrian Centre

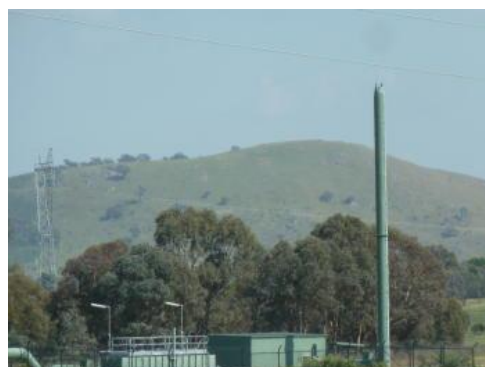
There is an open equestrian area on the western side and three buildings with adjacent yards. The buildings are: a small tan coloured brick with metal tray gable roof; a small metal clad building with a low-pitched metal gable roof; and a small galvanised metal garden shed. These are set within the area with metal pipe fences and landscape.





**3.2.7 Sewerage Pumping Station**

This consists of a metal shed around a pump and vent pipes.



## 4.0 ASSESSMENT

### 4.1 Criteria

#### 4.1.1 ACT Heritage Criteria

The following criteria are specified in Section 10 of the Heritage Act 2004 as that to be adopted for assessing places in the ACT for the Heritage Places Register.

A place or object has heritage significance if it satisfies 1 or more of the following criteria (the heritage significance criteria):

- (a) it demonstrates a high degree of technical or creative achievement (or both), by showing qualities of innovation, discovery, invention or an exceptionally fine level of application of existing techniques or approaches;
- (b) it exhibits outstanding design or aesthetic qualities valued by the community or a cultural group;
- (c) it is important as evidence of a distinctive way of life, taste, tradition, religion, land use, custom, process, design or function that is no longer practiced, is in danger of being lost or is of exceptional interest;
- (d) it is highly valued by the community or a cultural group for reasons of strong or special religious, spiritual, cultural, educational or social associations;
- (e) it is significant to the ACT because of its importance as part of local Aboriginal tradition;
- (f) it is a rare or unique example of its kind, or is rare or unique in its comparative
- (g) it is a notable example of a kind of place or object and demonstrates the main characteristics of that kind;
- (h) it has strong or special associations with a person, group, event, development or cultural phase in local or national history;
- (i) it is significant for understanding the evolution of natural landscapes, including significant geological features, landforms, biota or natural processes;
- (j) it has provided, or is likely to provide, information that will contribute significantly to a wider understanding of the natural or cultural history of the ACT because of its use or potential use as a research site or object, teaching site or object, type locality or benchmark site;
- (k) for a place—it exhibits unusual richness, diversity or significant transitions of flora, fauna or natural landscapes and their elements;
- (l) for a place—it is a significant ecological community, habitat or locality for any of the following:
  - (i) the life cycle of native species;
  - (ii) rare, threatened or uncommon species;
  - (iii) species at the limits of their natural range;
  - (iv) distinct occurrences of species.

#### 4.1.2 HERCON Criteria

The following assessment criteria have been included in the draft amendments to ACT Heritage Act.



- Criterion 1** Importance to the course or pattern of the ACT's cultural or natural history
- Criterion 2** Has uncommon, rare or endangered aspects of the ACT's cultural or natural history
- Criterion 3** Potential to yield information that will contribute to an understanding of the ACT's cultural or natural history
- Criterion 4** Importance in demonstrating the principal characteristics of a class of cultural or natural places or objects
- Criterion 5** Importance in exhibiting particular aesthetic characteristics valued by the ACT community or a cultural group in the ACT
- Criterion 6** Importance in demonstrating a high degree of creative or technical achievement for a particular period
- Criterion 7** Has a strong or special association with the ACT community, or a cultural group in the ACT for social, cultural or spiritual reasons (for example, a place or object that has a strong or special association for Aboriginal people in the ACT because it is part of their continuing or developing cultural tradition)
- Criterion 8** Has a special association with the life or work of a person, or people, important to the history of the ACT.

## 4.2 Assessment

### 4.2.1 Historical Value

The only element within ACT Parkwood land of some historic interest is the southern section of Parkwood Road, Ginninderra Creek and the eastern edge of ACT Parkwood land are part of the historic boundary of Charles Sturt's 1837 grant and Charles Campbell's eastern estate boundary (within part of Block 7 Section 149 adjoining housing along Eccles Circuit in Macgregor) (refer Section 3.1.2).

The only other aspect of some historic reference is the existing road along the west side of the Parkwood land which follows the historic road to Southwell/Kilby property Parkwood on the other side of Ginninderra Creek.

The pine plantations and division of blocks relate to the mid to late twentieth century development.

### 4.2.2 Aesthetic Value

The Parkwood land is relatively open grassland with residential boundary to the east (Macgregor), the WBRMC to the west and a range of unremarkable buildings. The site is traversed by high voltage powerlines. There is little aesthetic value with the Parkwood land except for traditional longer distant views to the adjacent hills and mountain ranges.

### 4.2.3 Social Value

The master planning of the area has involved considerable consultation from a very wide range of stakeholders. This has revealed no specific social value in this land, although there is some interest in maintaining public access along Ginninderra Creek which borders part of Parkwood land.

### 4.2.4 Scientific Value

Archaeological research potential is covered by others.

Indigenous flora and fauna research potential covered by others.

There is no known other scientific value with Parkwood land.

#### 4.2.6 Overview

An assessment of Parkwood land heritage values is:

ACT Land Site Component	Grade of Significance
1837 Sturt, and later Campbell, historic boundary retained in the present fence line within Block 7 Section 149 (pt)	High
Ginninderra Creek section with study area	High
Section of Parkwood road interpreting former right of way through the former Campbell property	High
ACT-NSW border line (ex- Charles Scrivener)	High
Pine shelterbelts	Low
Recent plantations around Parkwood Eggs	Low
Buildings	Low
Views of WBRMC landfill site & infrastructure	Intrusive
High voltage power lines within viewscape	Intrusive
Environmental weeds throughout site	Intrusive

#### 4.3 Conclusion

There is no part of the Parkwood land that meets the threshold of satisfying any of the criteria for listing on the ACT Heritage Register.

There are elements of the Parkwood land that should be retained and interpreted as part of the history of the area. These include:

- Parkwood Road
  - The southern section being part of the boundary of Sturt and Campbell's land.
  - As the road/right of way to the Southwell/Kilby property, Parkwood.
- Ginninderra Creek
  - As a natural element and also part of the boundary of Sturt and Campbell's land.
- ACT broader alignment.
- The short section of fence line marking the historic boundary of Charles Sturt's 1837 grant and Charles Campbell's eastern estate boundary (within part of Block 7 Section 149 adjoining housing along Eccles Circuit in Macgregor).



**West Belconnen European Cultural Heritage Report**  
**ACT Parkwood Land**

13108

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Shepherd, A.R.N.	2005	Personal communications, quoted in ACT Government 2011 Heritage (Decision about Registration for Belconnen Farm, Belconnen) Notice 2011.
Throsby. C.,	1821	<i>Australian Magazine</i> , June edition 1821, published letter to Governor Macquarie.



**Attachment 1      Brief**

# **REQUEST FOR FEE SUBMISSION**

For

## **EUROPEAN HERITAGE SERVICES**

For

**BLOCKS 1605, 1606, 1607 & 1420  
Part BLOCK 1613  
DIVISION OF BELCONNEN ACT**

### **ACT PARKWOOD**

**BLOCKS 853, 856, 857, 858, 859, 860, 1329,  
1333, 1440, 1621, 1622 & Part BLOCK 7 Sec 149**

### **NSW LAND**

**LOTS 1, 2, 3 & 7  
DP771051, Parish of WEETANGERA,  
SHIRE OF YASS VALLEY, NSW**

### **NSW NEIGHBOURS LOTS**

**LOTS 4, 5, 61, & 62**

**Date of Issue: JULY 2013**

Prepared by

Riverview Group  
P.O. Box 3908  
Manuka ACT. 2603

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## **REQUEST FOR FEE SUBMISSION**

### **1.0 BACKGROUND**

The ACT site includes all of Blocks 1605 and 1606 Belconnen District. It is bounded:

- On the east by Stockdill Drive and the Belconnen Magpies Golf Course (a portion of which was recently rezoned for residential development)
- On the south by the Murrumbidgee River
- On the west by the ACT border
- On the north by the Canberra substation, Parkwood road and the Belconnen landfill site.

ACT Blocks Lots 1605 and 1606 are currently held by Corkhill entities as a rural lease the area of this land is 670ha. The Corkhill Group through entity Reid & Stevens P/L also owns 330ha of land in NSW Blocks Lots 1, 2, 3 & 7 which is adjacent to the rural lease land. This land, together with an area of neighbouring NSW land lots 4, 61 & 62 which is approximately 270ha is bounded by the Murrumbidgee River and Ginninderra Creek; it is a “peninsula” that is only accessible from the ACT.

Immediately to the north of the site, across Parkwood Road, is an area of territory land which is largely unleased and undeveloped but which has possible urban potential and has been identified as such in the ACT Planning Strategy. This land is bounded by Parkwood Road, West Macgregor, Ginninderra creek and the Parkwood Egg farm.

On the 15 May 2013 Corkhill, Reid & Stevens and ACT Government signed a Heads of Agreement which requires the following:-

- a) The parties have agreed to develop land in accordance with project objectives to ACT.
- b) Reid & Stevens can develop NSW land into residential, commercial lots at a prescribed time.
- c) Riverview Group part of the Corkhill Group act as Development/ Project Managers acting on behalf of the ACT Government through their agency Land Development Agency to develop ACT land for residential uses for Blocks 1605 & 1606.

Riverview Group has commenced the rezoning process and the attached request for fee submission is the first stage.

### **2.0 PROJECT OBJECTIVES**

The fee submission shall be aware of the project objectives which are attached in annexure A.

### **3.0 THE SERVICES**

The Consultant must provide the Services described in Schedule B attached scope of works.

#### **4.0 PERFORMANCE OF THE SERVICES**

##### **4.1 Professional Services**

The Consultant must perform the Services with the degree of professional skill, care and diligence expected of a consultant experienced in providing the same or similar services. The Consultant acknowledges that Riverview Group is reliance upon the Consultant's representation that it has the skill, experience and ability to provide the Services.

##### **4.2 Nominated Personnel**

The Consultant must provide details in fee submission of the relevant personnel proposed to perform the Services. This includes and not limited to Curriculum Vitae but maybe also references.

#### **5.0 RIVERVIEW GROUP ROLE**

Riverview Group is the appointed Development/ Project managers for the project and all instructions will be via Riverview Group only.

The Principal shall be the Land Development Agency for ACT land and Reid & Stevens for NSW Land. The Principal in both cases will be responsible for the payment of all consultants' invoices.

#### **6.0 SCOPE OF RESPONSIBILITY**

The Consultant indemnifies Riverview Group, LDA & Reid & Stevens against all claims, liability or loss in respect of personal injury (including death) to any person or damage to any property (other than the Project) arising out of or in connection with the Services, to the extent that the same is due to the negligence or default of the Consultant or its employees, agents or contractors.

The Consultant will be liable for the care of all drawings, specifications and other documents prepared by the Consultant or entrusted to it by Riverview Group or LDA until they are returned by the Consultant to Riverview Group.

#### **7.0 VALUE FOR MONEY**

The consultant in the fee submission must provide statement where there company fee submission provides LDA with value for money for the services. Refer to Schedule E item 7.

#### **8.0 INSURANCES**

##### **8.1 Public Liability**

The Consultant must effect and maintain public liability insurance with a limit of indemnity of not less than the amount stated in Schedule C to this Agreement.



## **8.2 Employees and Agents**

The Consultant must effect and maintain insurance against any liability which may arise at common law or by virtue of any relevant workers or accident compensation legislation, in respect of any person employed by the Consultant in connection with the Services.

## **8.3 Professional Indemnity**

The Consultant must effect and maintain professional indemnity insurance with a limit of indemnity of not less than the amount stated in Schedule C to this Agreement in respect of legal liability arising from a breach of professional duty or negligence whether that duty is owed in contract or otherwise by reason of any act error or omission by the Consultant or its employees, agents or contractors.

## **9.0 WORK HEALTH AND SAFETY ACT 2011 (WHS)**

The Consultant fee submission must provide and allow for all the requirements of the WH&S ACT 2011.

## **10.0 ACT & NSW Statutory Requirement**

The Consultant fee submission must allow for relevant statutory requirement by the Federal, ACT & NSW governments.

## **11.0 ACT PROCUREMENT Act 2001**

The requirements of the ACT Procurement Act are included in fee submissions.

## **12.0 ACT BUILDING AND CONSTRUCTION INDUSTRY (SECURITY OF PAYMENTS) ACT. 2009**

The requirements of the ACT Building and Construction Payments (Security of Payments) Act are included in fee submissions.

## **13.0 QUALITY**

The Consultant must prepare and implement to the satisfaction of Riverview Group a quality assurance system for the Services and include in the fee submission.

## **14.0 CONFIDENTIALLY AGREEMENT**

The Consultant must be prepared to sign a confidentially agreement attached to Annexure D if fee submission successful.

**15.0 CONFLICT OF INTEREST**

The Consultant must declare in fee submission any matter connected with the performance of the Services, which could give rise to an actual or potential conflict of interest.

**16.0 FEES AND PAYMENT**

16.1 The fee submission for the Services is to be lump sum with any assumptions, clarifications or exclusions to be clearly defined.

16.2 The fee submission for services shall include all disbursements.

16.3 Provide with fee submission any hourly rates that maybe applicable for change of scope works.

16.4 Fee submission shall be fixed for a period of 120 days.

16.5 At monthly intervals the Consultant may submit a tax invoice for the Fees due and the GST thereon for Services provided accompanied by information sufficient to allow Riverview Group to verify each invoice to its satisfaction. The tax invoice must contain be addressed as follows:

1) ACT LAND  
Land Development Agency  
c/- Riverview Group  
P.O. BOX 463  
WAHROONGA NSW 2076

2) ACT PARKWOOD LAND  
Land Development Agency  
c/- Riverview Group  
P.O. BOX 463  
WAHROONGA NSW 2076

3) NSW LAND  
Reid & Stevens Pty Ltd  
c/- Riverview Group  
P.O. BOX 463  
WAHROONGA NSW 2076

## **SCHEDULE A**

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Find attached Project objective for West Belconnen ACT - Corkhill



# The Belconnen Project Sustainability Vision

**“Creating a sustainable community of international significance in the Nation’s capital.”**

The Riverview Group, working with the ACT and NSW Governments, will develop the site at Belconnen to achieve a vision of inspiring sustainable living, development practice and awareness. Achieving a high quality of life for the people living at Belconnen is at the heart of our project planning and design.

We will create a community that exemplifies World’s Best Practice in its design, construction and long-term liveability. As a model of sustainable community living it will be a place and community that can be showcased throughout Australia and internationally.



## Project objectives:

To achieve our Vision we will challenge conventional industry thinking. We will employ practices, processes and systems that embody innovation and design excellence.

This project has been conceived and will be delivered on a fully integrated and audited triple bottom line basis.

Our project will:

- » Be sustainable over time, socially, economically and ecologically (with a low and reducing ecological footprint)
- » Respond to the local and global environment
- » Provide for future beneficial change to occur in design, infrastructure and regulatory mechanisms
- » Be cost effective, replicable and measurable
- » Act as a new model that others can follow.

## Guiding Principles for Sustainable Results

The principles below will direct decision-making by all project management, sub-consultants and referral agencies in the delivery and development of the Belconnen site. They reflect national priorities and Federal, State and Territory Government policies on housing affordability, climate change and environmental protection.

### PARTNERING PRINCIPLES

- Ptnr 1. Partnering is essential to this project and the scale and timeframe will allow for positive partnerships to grow and thrive
- Ptnr 2. Partnering with public agencies is a cornerstone of our approach
- Ptnr 3. Engaging the community in design and governance is fundamental to the delivery of the project.
- Ptnr 4. Designing the project for community ownership and ultimate community control
- Ptnr 5. Supporting community housing through public and private partnering arrangements
- Ptnr 6. Collaborating with research and educational institutions to drive innovation.

### EVALUATION PRINCIPLES

- Eva 1. Identifying and delivering realistic and costed initiatives
- Eva 2. Providing independent peer review of project proposals and project outcomes
- Eva 3. Using recognised international and national benchmarks for sustainability performance to publicly report and raise awareness of project outcomes
- Eva 4. Empowering resident and community monitoring and management of sustainability performance
- Eva 5. Encouraging a culture of continuous improvement.

### ECOLOGICAL PRINCIPLES

- Eco 1. Acknowledging the intrinsic value of all species and the special role and regional significance of the Murrumbidgee river corridor and Gininnderra Creek
- Eco 2. Respecting and supporting the ecosystem functions of air, soil and water, recognising the importance of living and non-living environmental resources
- Eco 3. Reducing greenhouse gas emissions through innovative products and place design, material selection and service provision
- Eco 4. Recognising our natural ecological limits and minimising our resource, water and energy consumption
- Eco 5. Using existing local infrastructure to deliver efficient renewable services and reusable resources
- Eco 6. Enhancing local opportunities for food production and production of materials
- Eco 7. Fostering a deep sense of respect for and connection to the land, flora and fauna.

### SOCIAL AND CULTURAL PRINCIPLES

- Soc 1. Respecting and honouring Aboriginal and non-Aboriginal cultural, historical and spiritual values, including integrating with the existing rich, social fabric of Belconnen
- Soc 2. Designing for social equity, affordability, diversity and interdependence, honouring differences and catering for the needs of individuals through all stages of life
- Soc 3. Maximising health, safety and comfort of the built environment to provide enduring quality of life
- Soc 4. Instilling awareness and supporting education of sustainability values, technology and lifestyles
- Soc 5. Using creative and robust design solutions to create a continuing sense of place and beauty that inspires, affirms and ennobles
- Soc 6. Designing neighbourhoods that support and encourage community interactions through imaginative, functional and enjoyable public spaces

### ECONOMIC PRINCIPLES

- Econ 1. Delivering a financial return to the ACT Government recognising their sovereign interest in the land
- Econ 2. Recognising the opportunities provided by the project's scale and low capital base to achieve high-level sustainability outcomes while delivering profitability to joint venture partners
- Econ 3. Building on existing local infrastructure
- Econ 4. Ensuring long-term economic viability through design excellence and community building
- Econ 5. Minimising obsolescence through design of enduring component life cycle, allowing for disassembly and change
- Econ 6. Integrating with the Belconnen commercial, retail and employment networks
- Econ 7. Growing a formal and informal green economy that fosters local jobs and builds regional learning around green innovation and technology



## **SCHEDULE B**

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### **GENERAL SCOPE**

The scope of the Project is as attached Riverview Group Pty Ltd Scope of Works.

**West Belconnen Project*****“Creating a Sustainable Community of International Significance in the Nation’s Capital”*****Research and report on European heritage****Consultancy Scope of Works**

Consultancy name:

**European Heritage**

Timeframe:

August – October 2013

Task study area:

See attached plan

<u>Parcel</u>	<u>State</u>	<u>Approx. Area</u>
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***ACT Land***

Block 1605	ACT	665.8 ha
Block 1606	ACT	12.5 ha.
Block 1607	ACT	8.1 ha
Block 1420	ACT	2.7 ha
Pt block 1613	ACT	26.8 ha

***NSW Land***

Lot 1	NSW	91.8 ha
Lot 2	NSW	80 ha
Lot 3	NSW	80 ha
Lot 7	NSW	80 ha

***ACT Parkwood Land***

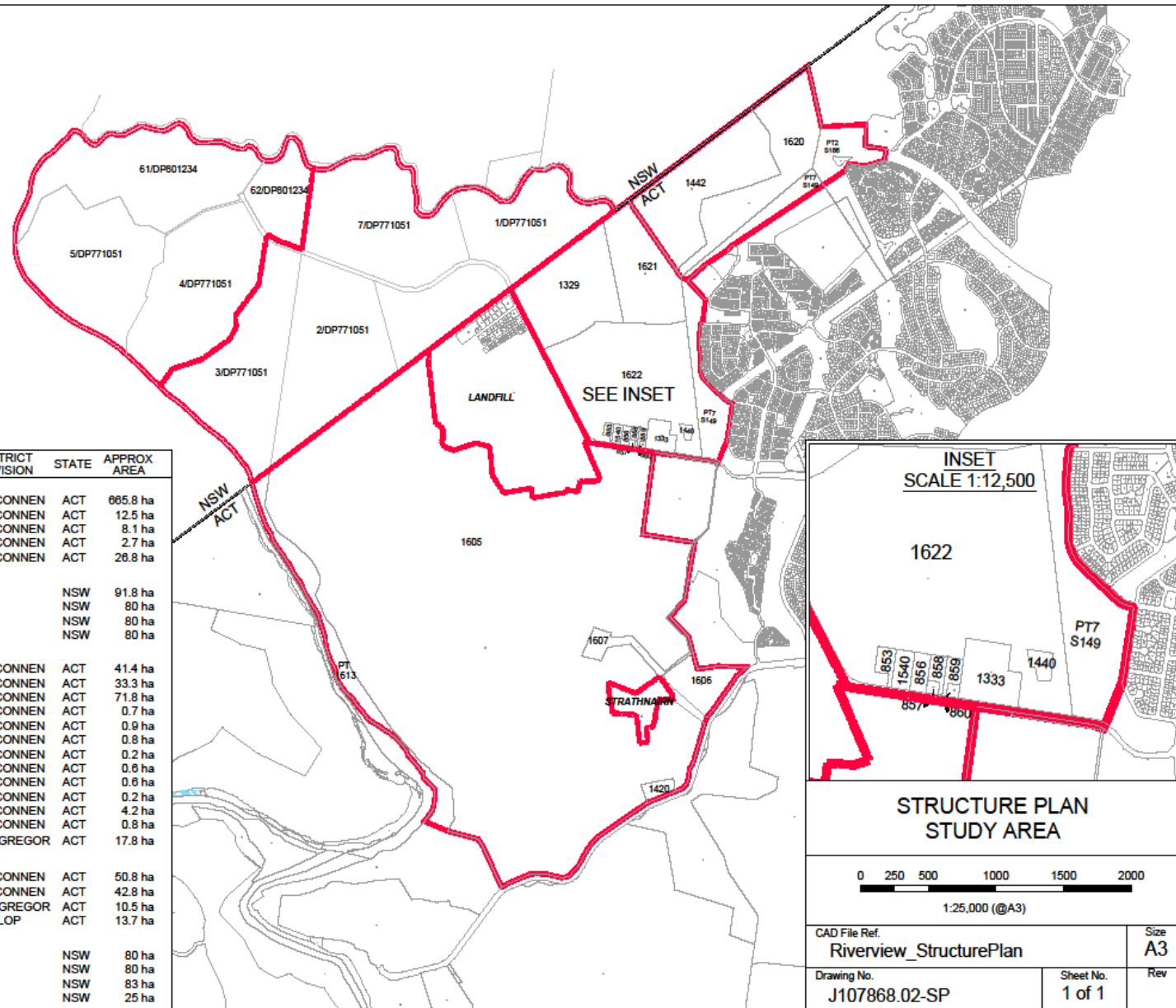
Block 1329	ACT	41.4 ha
Block 1621	ACT	33.3 ha
Block 1622	ACT	71.8 ha
Block 853	ACT	0.7 ha
Block 1540	ACT	0.9 ha
Block 856	ACT	0.8 ha
Block 857	ACT	0.2 ha
Block 858	ACT	0.6 ha
Block 859	ACT	0.6 ha
Block 860	ACT	0.2 ha
Block 1333	ACT	4.2 ha
Block 1440	ACT	0.8 ha
Pt Block 7 Sec 149 Macgregor		20 ha

***ACT Ginninderra Creek***

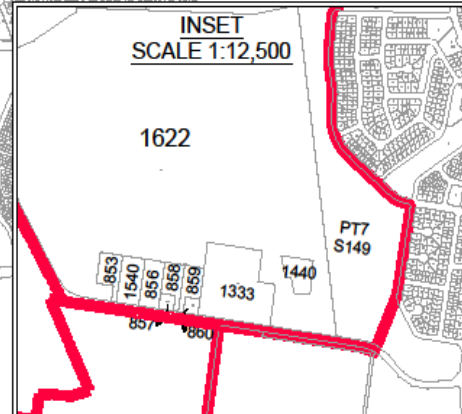
Block 1442	ACT	50.8 ha
Block 1620	ACT	42.8 ha
Pt. Bl. 7 Sec 149 Macgregor		10.5 ha
Pt. Bl. 2 Sec 186 Dunlop		13.7

	<p><b>NSW Neighbour lots</b></p> <table border="0"> <tr> <td>Lot 4</td> <td>NSW</td> <td>80 ha</td> </tr> <tr> <td>Lot 5</td> <td>NSW</td> <td>80 ha</td> </tr> <tr> <td>Lot 61</td> <td>NSW</td> <td>83 ha</td> </tr> <tr> <td>Lot 62</td> <td>NSW</td> <td>25 ha</td> </tr> </table> <p>ACT Rural Block Belconnen 1332 (Strathnairn) excluded.</p>	Lot 4	NSW	80 ha	Lot 5	NSW	80 ha	Lot 61	NSW	83 ha	Lot 62	NSW	25 ha
Lot 4	NSW	80 ha											
Lot 5	NSW	80 ha											
Lot 61	NSW	83 ha											
Lot 62	NSW	25 ha											
<p>Background:</p>	<p>The proposal is for the development of the land for residential and related purposes. Of the total area approximately 50% of the ACT land and a lesser proportion of the NSW land is expected to be zoned for river corridor or conservation purposes. The balance of the land is anticipated to yield approximately 4,500 dwellings in the ACT and 3,500+ in NSW.</p> <p>Development is intended to commence at Stockdill Drive (the eastern boundary of the site), and initially extend westward in stages to the ACT/NSW border. Assuming a sales rate of approximately 400 dwellings per year the project will extend over a period of approximately eleven years following commencement of sales. A commencement date for the development of the NSW land is not yet determined.</p> <p>Detailed resolution of the site design, numbers and sizes of blocks, provisions for schools, other community facilities, open space and the like will be subject to the outcomes of a structure planning process and subsequent detailed design for each stage. The first step will be the preparation of a structure plan; this will be a substantial document including plans and supporting technical reports that will provide the basis for proposals for rezoning the land under the Territory and National Capital plans.</p> <p>For the ACT land it will be necessary to achieve rezoning under the Territory Plan and the National Capital Plan, which in turn will require certain environmental approvals to be in place, and development approval for a first stage subdivision. The NSW land will also require rezoning under the Yass valley Shire planning Scheme.</p>												
<p>Task description:</p>	<p>To undertake necessary research and investigations and prepare a report on the European heritage of the study area, incorporating the works completed to date as set out in the background documents listed below.</p> <p>Report to identify any features that are of heritage interest and provide an assessment of appropriate options for the future management of such features in the context of urban development.</p> <p>Report to provide a commentary on the European heritage of the study area that may inform future social and cultural planning for the proposed new community.</p> <p>Report to provide sufficient information to substantiate proposals to rezone the land for urban development including the identification of</p>												

	<p>any requirements for heritage management or protection that should be incorporated into rezoning proposals.</p> <p><b>Design process</b></p> <ul style="list-style-type: none"> <li>• Design process to include design workshop/s with the consultant team that will be facilitated by the consultation consultant. Allow three days.</li> </ul> <p><b>Consultation</b></p> <ul style="list-style-type: none"> <li>• Design process to include public consultation, allow 3 days for participation in public consultation, to be facilitated by consultation consultant .</li> </ul> <p>Liaison may be required with agencies as follows (allow 2 X meetings with each):</p> <ul style="list-style-type: none"> <li>• NSW state heritage agencies</li> <li>• ACT heritage unit</li> </ul>
Background information	<p>NSW AREA NEAR WEST BELCONNEN Advice on Heritage Matters Eric Martin and Associates 17 February 2011</p> <p>BELCONNEN WEST BLOCKS 1605 &amp; 1606 Advice on Heritage Matters Eric Martin and Associates 28 February 2011</p> <p>BELCONNEN FARM CONSERVATION &amp; MANAGEMENT PLAN Eric Martin and Associates To be finalised shortly</p>
Task Components	<p>Due to differing ownership arrangements this task is to be completed and invoiced in parts; fee submissions should be divided similarly as follows:</p> <ul style="list-style-type: none"> <li>• ACT land</li> <li>• NSW land</li> <li>• NSW Neighbours lots</li> <li>• ACT Parkwood &amp; Ginninderra Creek land</li> </ul>



PARCEL	DISTRICT / DIVISION	STATE	APPROX AREA
<b>ACT LAND</b>			
BLOCK 1605	BELCONNEN	ACT	665.8 ha
BLOCK 1606	BELCONNEN	ACT	12.5 ha
BLOCK 1607	BELCONNEN	ACT	8.1 ha
BLOCK 1420	BELCONNEN	ACT	2.7 ha
BLOCK 1613 (PT)	BELCONNEN	ACT	26.8 ha
<b>NSW LAND</b>			
LOT 1 / DP771051		NSW	91.8 ha
LOT 2 / DP771051		NSW	80 ha
LOT 3 / DP771051		NSW	80 ha
LOT 7 / DP771051		NSW	80 ha
<b>ACT PARKWOOD LAND</b>			
BLOCK 1329	BELCONNEN	ACT	41.4 ha
BLOCK 1621	BELCONNEN	ACT	33.3 ha
BLOCK 1622	BELCONNEN	ACT	71.8 ha
BLOCK 853	BELCONNEN	ACT	0.7 ha
BLOCK 1540	BELCONNEN	ACT	0.9 ha
BLOCK 856	BELCONNEN	ACT	0.8 ha
BLOCK 857	BELCONNEN	ACT	0.2 ha
BLOCK 858	BELCONNEN	ACT	0.6 ha
BLOCK 859	BELCONNEN	ACT	0.6 ha
BLOCK 880	BELCONNEN	ACT	0.2 ha
BLOCK 1333	BELCONNEN	ACT	4.2 ha
BLOCK 1440	BELCONNEN	ACT	0.8 ha
BLOCK 7 SEC 149 (PT)	MACGREGOR	ACT	17.8 ha
<b>ACT GINNINDERRA CREEK</b>			
BLOCK 1442	BELCONNEN	ACT	50.8 ha
BLOCK 1620	BELCONNEN	ACT	42.8 ha
BLOCK 7 SEC 149 (PT)	MACGREGOR	ACT	10.5 ha
BLOCK 2 SEC 186 (PT)	DUNLOP	ACT	13.7 ha
<b>NSW NEIGHBOUR LOTS</b>			
LOT 4 / DP771051		NSW	80 ha
LOT 5 / DP771051		NSW	80 ha
LOT 81 / DP801234		NSW	83 ha
LOT 82 / DP801234		NSW	25 ha



<b>STRUCTURE PLAN STUDY AREA</b>		
1:25,000 (@A3)		
CAD File Ref. <b>Riverview_StructurePlan</b>	Size <b>A3</b>	
Drawing No. <b>J107868.02-SP</b>	Sheet No. <b>1 of 1</b>	
	Rev	



## SCHEDULE C

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### MISCELLANEOUS ITEMS

**1.** Date of commencement of Services:

July 2013.....  
(Clause 1.2)

Date by which Services must be completed:

.....As per contractors program for Defect Liability Period sign off and final account  
(Clause 1.2)

Services to be carried out in accordance with programme titled:

As required .....  
(Clause 12)

**2.** **Public liability** insurance with

.....

- Limit of cover (if nothing stated - \$20,000,000):

.....

- Policy number: ..... Expiry Date:.....

**3.** **Professional indemnity** insurance with

.....

- Limit of cover (if nothing stated - \$10,000,000):

.....

- Policy number..... Expiry Date:.....

- The insurance to be maintained under clause 5.3 must provide that there is at least one automatic reinstatement per annum of the limit of liability.

**4. Product Liability** insurance with

.....

- Limit of cover (if nothing stated - \$20,000,000):

.....

- Policy number..... Expiry Date:.....

- The insurance to be maintained under clause 5.3 must provide that there is at least one automatic reinstatement per annum of the limit of liability

**5. Workers Compensation** insurance with

.....

- Policy number..... Expiry Date:.....

- The insurance to be maintained under clause 5.3 must provide that there is at least one automatic reinstatement per annum of the limit of liability

## **SCHEDULE D**

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### **CONFIDENTIALLY AGREEMENT**

# DEED OF CONFIDENTIALITY

**THIS DEED** is made on 2013

**BY:**

of

(Confidant)

**IN FAVOUR OF:**

**LAND DEVELOPMENT AGENCY ABN 20 419 925 579** of TransACT House, 470 Northbourne Avenue, Dickson ACT 2602 (LDA)

## BACKGROUND

- A. Information to be provided by the LDA or to be made available to the Confidant will include confidential or personal information belonging to, or in the possession of, the LDA.
- B. The LDA and the Confidant agree that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the LDA's confidential information is kept confidential.

**IT IS AGREED AS FOLLOWS:**

### 1. Interpretation

1.1 The following definitions apply in this Deed unless the context otherwise requires.

**“confidential information”** means the kind of information that:

- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the LDA which are by their nature confidential;
- (2) is notified (whether in writing or not) by the LDA to the Confidant as confidential;
- (3) the Confidant knows or ought to know is confidential; or
- (4) is personal information,

but does not include information which:

- (5) is or becomes public knowledge other than by breach of this Deed;
- (6) has been independently developed or acquired by the Confidant; or
- (7) has been notified in writing by the LDA to the Confidant as being not confidential.

“**Territory**” means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established under the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

1.2 In this Deed, unless the context otherwise requires:

- (1) words in the singular number include the plural and vice versa; and references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (2) clause headings are for convenient reference only and have no effect on the interpretation of the provisions to which they refer; and
- (3) a reference to a “person” includes a body corporate.

## **2. Non-disclosure of confidential information**

- 2.1 The Confidant must not, at any time during or after the provision of the Services, without the prior written consent of the LDA, nor at any time after the expiration of this Deed, disclose the confidential information to any person nor remove the confidential information from the possession or premises of the LDA.
- 2.2 The LDA may grant or withhold its consent for purposes of clause 3.1 in its absolute and unfettered discretion. If the LDA grants its consent, it may impose conditions on that consent and the Confidant must comply with those conditions.
- 2.3 The Confidant will maintain strict confidentiality regarding the confidential information.
- 2.4 The obligations of the Confidant under this Deed will not be taken to have been breached where the confidential information is legally required to be disclosed.
- 2.5 The Confidant must immediately deliver to the LDA all documents in his/her control containing the confidential information as soon as they are demanded by the LDA (whether in writing or not).

## **3. Restrictions on use**

The Confidant will use the confidential information only for the purposes of undertaking the Services, and as otherwise directed by the LDA.

## **4. Indemnity**

The Confidant will indemnify and keep indemnified the LDA, its employees and agents in the event of all claims, costs and expenses made against any of them in respect of injury, loss or any damage suffered by any person as a consequence of the Confidant breaching this Deed, except to the extent to which a relevant claim arises out of the act or omission of the LDA.



**5. Legal proceedings**

The Confidant acknowledges that the LDA may take legal proceedings against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

**6. Governing law**

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

**SIGNED** as a Deed on the date written on page 1.

.....	)	.....
Print Name in Full	)	Signature of Confidant
	)	
in the presence of:	)	
	)	
	)	
.....	)	
Signature of witness	)	

.....  
Name of witness

## **SCHEDULE E**

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### **1. FEE SUBMISSION**

#### **1.1. Fee Calculation General**

The remuneration of the Consultant is the total of the amounts referred to in Clause 1.2 below. All amounts are GST exclusive.

#### **1.2. Fee Breakdown**

- ACT LAND :-
- PARKWOOD (LDA) :-
- NSW LAND (REID & STEVENS P/L) :-
- NSW LAND (Neighbours) :-

### **2. Hourly Rates**

The following hourly rates shall be used as a basis for valuation of any additional approved works for which an hourly rate reimbursement basis is agreed to be appropriate. These rates shall remain fixed until Project completion:

Director	-	\$ 0.00
Associate Director	-	\$ 0.00
Senior Architect	-	\$ 0.00
Architect	-	\$ 0.00
Technician	-	\$ 0.00
CAD Operator	-	\$ 0.00
Administration	-	\$ 0.00

Fee inclusive of support staff and costs and expenses

The Consultant's remuneration is inclusive of the cost of all necessary clerical and supportive staff (such as clerks and stenographers) and all statutory and other costs (such as payroll tax, holiday pay, sickness benefits, long service leave, superannuation, and fringe benefits tax). The Consultant shall at its own expense provide all necessary facilities such as office accommodation, telephone, and facsimile services required for the performance of its obligations under this deed.



## 7. VALUE FOR MONEY

The fee submission shall include a details and statement regarding Value for money for LDA for the services being provided.

- i) The Consultant must detail their proposed methodology including:-
  - a) Purpose, role and subject matter;
  - b) Proposed study strategy, consultation tools and method;
  - c) Value added features
  
- ii) Demonstrate record of consultancy experience and competencies to relevant studies:-
  - a) Previous work of similar type;
  - b) Project resources details;
  - c) Reference from three previous clients undertaking similar roles on similar size project.
  
- iii) The Consultant to provide individual consultant skills and experience for similar projects:-
  - a) Provide resumes for each consultant team member proposed for scope of works including and not limited to qualifications, skills and experience;
  - b) Availability of nominated consultants team members for the scope of works;
  - c) Structure proposed by your consultant team for the project;
  
- iv) The Consultant to demonstrate support resources for delivery of the scope of works within the proposed timeframe:-
  - a) As per clause 4 Program provide detailed program of tasks;
  - b) Provide an indication of the relationship between time, scoped task and team members;
  - c) Capacity and resources to respond to critical matters at short notices or adjust delays.
  
- v) The consultant to demonstrate how life cycles costs will be considered in the scope of works
  
- vi) The Consultant to provide details that they understand the obligations of the Project Objectives and provide details how they will manage their scope of works to assess compliance or review of these Project Objectives.

