

# *Camden Residents' Action Group*

*Incorporated*  
*Camden – Still a Country Town*

**Website:** <http://www.crag.org.au/>

**Face Book:**

<https://www.facebook.com/CRAGcamdenresidentsactiongroup/>

PO Box 188

Camden NSW 2570

Email: [admin@crag.org.au](mailto:admin@crag.org.au)

LPP 21 September 2021

Re: DA 2020/232/1

GLEDSWOOD

900A Camden Valley Way Gledswood Hills

*Alterations and additions to an existing heritage building and change of use to a centre based childcare centre for 84 children and associated site works*

Thank you, today I am speaking on behalf of Camden Residents' Action Group and I believe the general community.

We note 24 objections were received, This may be a record especially as the community was not publicly informed by Council of the proposal. The many comments on social media express astonishment that such an historic property, which is zoned for tourism, could ever be subject to the alterations to fabric and gardens required to comply with NSW Child Care Guidelines. In fact, its zoning prohibits child care centres.

The community finds its recommended approval inexplicable given Camden Council's policy of heritage conservation and of leveraging its tourism potential most recently reiterated in its Local Strategic Planning Statement. Gledswood's potential is key to this policy given its location within greater Sydney close its newest Airport.

You have our written objection, so we will concentrate on the DA assessment and our tabled document which includes extracts from a 2012 Heritage Agreement with the NSW Government, including a Work Schedule. We sought access to the Agreement as NSW Heritage told us that it was the relevant and binding document.

The Agreement is for subdivision of historic curtilage to fund Gledswood's restoration and maintenance. There are questions, as listed in our tabled document, that we feel need to answered.

This DA provides no explanation as to why subdivision was not enough or why a use that enables Gledswood to be enjoyed by the public, as was the stated intention at the time, is not the obvious option.

The Assessment does not examine the terms of the Heritage Agreement. Importantly, it does not explore the rationale of this DA and seeming failure to deliver already agreed restoration and ongoing maintenance outcomes. Or any other reason why further conservation incentive is needed. Whilst the 2011 CMP is provided at Attachment 8, the Work Schedule that we understand was to be funded by the subdivision is unfortunately omitted.

Our understanding is that Gledswood should be ready for tourism with restoration work mainly complete and ongoing conservation and maintenance funded and scheduled.

Instead, we find that dispensation on zoning is sought in the name of conservation incentive for a prohibited use that will destroy or disturb heritage fabric (LEP 5.10 (10)).

We strongly disagree with the statement in the Assessment that a child care use is akin to those listed in the CMP. This use is also not in accordance with Burra Charter principles on which it is based. The community cannot accept that converting the property for child care facilitates conservation. Child care has very specific requirements that have everything to do with the welfare and supervision of very small children and nothing to do with conserving heritage.

Clearly, this use is detrimental to Gledswood's cultural significance as a rural residence and detracts from its interpretation and appreciation as a tourism asset.

We assume that the Panel will be provided with a comparative financial analysis to demonstrate how a child care use would be the more feasible option to facilitate conservation. Our investigation suggests otherwise, especially as income would be needed to cover damage and greater wear on the property (s 5.10(a)).

The Assessment states prematurely that the Heritage Council raised no objection. Its Approvals Committee has not met to consider it. Instead, a delegate has stated insufficient information has been provided to assess heritage impacts and sets out a list of conditions that also address objections raised in the community. Such changes as can be approved are left to be considered by the Department of Education. We believe the conditions cannot be met given child welfare requirements for indoor and outdoor spaces and their cumulative detrimental effect.

We sincerely submit that this proposal is not in the public interest now or for future generations and request that it be refused.

634 words

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GLEDSWOOD

## **Tabled Documents**

- Heritage Agreement Questions in relation to assessment of this DA
- Heritage Agreement extracts including Work Schedule

Also see

- Camden Advertiser 16 July 2013 *Sale of home's land to fund restoration* on Heritage Agreement and subdivision <https://www.camdenadvertiser.com.au/story/1641052/sale-of-homes-land-to-fund-restoration/>
- The Sector Early Education News 9 December 2020 *Gledswood Homestead looking to be repurposed as a childcare centre*  
<https://www.camdenadvertiser.com.au/story/1641052/sale-of-homes-land-to-fund-restoration/>

## **HERITAGE AGREEMENT Questions** in relation to assessment of this DA

- What is the status of compliance with the Work Schedules (Appendix A)?
- Is there compliance with the Building Cyclical Maintenance Plan and Landscape Management Plan (Clause 6c)?
- Is the bank guarantee for conservation works of \$2m still current (Clause 10.1)?
- What is the recurrent annual maintenance cost being incurred under the Agreement in order to properly maintain the Heritage property? (Clause 17)



03/11/2020 10:06 AM

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## REQUEST

New South Wales  
Real Property Act 1900



AH470380J

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the use of the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **TORRENS TITLE**

Torrens Title  
12/748303 NOW 51/1175626

(C) **REGISTERED DEALING**

Number Torrens Title

(D) **LODGED BY**  
TIME: 13:03

Document Collection Box 582W	Name, Address or DX Telephone and Customer Account Number if any SERVICE FIRST REGISTRATION DX 189 SYDNEY LLPN123426A PH 9299 9969 FAX 9279 2185 Reference: GALLUZZO - GALOVA	CODE  <b>R</b>
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(E) **APPLICANT**

Caldla Pty Limited ACN 003 108 781

(F) **NATURE OF REQUEST**

Registration of Heritage Agreement pursuant to section 93H of the Environmental Planning and Assessment Act 1979

(G) **TEXT OF REQUEST**

The applicant requests the registration of the enclosed Heritage Agreement, pursuant to section 93H of the Environmental Planning and Assessment Act 1979, upon the abovementioned title (see annexure "A").

DATE

(H)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name: Vince Galluzzo

Signatory's capacity: Solicitor for the Applicant

(I)

*This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*

The applicant's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under

eNOS ID No.

Full name:

Signature:

## Annexure "A"

This is the annexure "A" referred to in the Request by Caldla Pty Limited requiring registration of Heritage Agreement for Gledswood Estate pursuant to section 93H Environmental Planning and Assessment Act 1979.

1. The Heritage Agreement forms part of this annexure. The Heritage Agreement comprises seventy two (72) pages.
2. The registered mortgagee hereby consents to the registration of this Request and registration of the annexed Planning Instrument upon the title of the land.

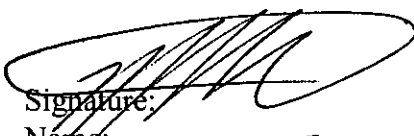
### Execution:

Signed by the Applicant Registered  
Proprietors by their solicitor

Signature: 

Name: Vince Galluzzo


Signed by the Commonwealth Bank of  
Australia as mortgagee by their legal  
officer

Signature: 

Name:

PATRICK JAMES TRIBIS

Executed on behalf of Bluescarlett  
Business Services Pty Limited as lessee  
pursuant to s127 of the Corporations Act  
by

Signature: 

Name of Authorised person: NADENE CLARKE

Position of Authorised person: MANAGING DIRECTOR

# *Heritage Agreement for Gledswood Estate*

*Ray Taylor*  
9/5/12

*Sam*

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THIS DEED made the                      day of                      , 2012

**BETWEEN**

**MINISTER FOR HERITAGE** (hereinafter referred to as the Minister) of the first part;

**AND**

**CALDLA PTY LTD** A.C.N. 003 108 781 having its registered office at Level 2, 240 George Street, Liverpool NSW 2170 (hereinafter referred to as "The Owner") of the first part;

("the Parties")

## **BACKGROUND**

- A. The Minister administers the Heritage Act.
- B. The Owner is the registered proprietor of the Property.
- C. The Property is listed on the State Heritage Register as Gledswood SHR: 0692 – Plan 1925 as depicted in the State Heritage Register Plan.
- D. A Conservation Management Plan dated September 2011 was prepared for the Property by Godden Mackay Logan Pty Ltd.
- E. Amongst other things, the Conservation Management Plan recommended that the Owner enter into a Heritage Agreement with the Minister to facilitate the appropriate conservation and future heritage management of the Property in exchange for the development of the less significant areas of Property and reduction of the State Heritage Register curtilage.
- F. The Owner proposes to seek development consent from the relevant Consent Authority to subdivide the Property in accordance with the Proposed Plan of Subdivision.
- G. Pursuant to the Proposed Plan of Subdivision, the Owner wishes to subdivide the Property into 3 parcels, being lots 1201, 1202 & 1203.
- H. The Heritage Items are located on the lot identified as Lot 1202 in the Proposed Plan of Subdivision.
- I. Lots 1201 and 1203 have been identified as being of lesser heritage significance.
- J. The Owner intends to make a request to the Heritage Council to make a recommendation to the Minister to remove Lot 1203 from the State Heritage Register.

- K. The Minister and the Owner have agreed to enter into this agreement with respect to the conservation of the Heritage Items.
- L. The Parties agree that this agreement is a Heritage Agreement for the purposes of Part 3B of the Act.

## OPERATIVE PROVISIONS

### 1 DEFINITIONS and INTERPRETATION

#### 1.1 Definitions

For all purposes of this Deed, except to the extent that such interpretation shall be excluded by or be repugnant to the context, the following words and phrases shall have the meanings respectively assigned to them and the following provisions relating to interpretation shall apply:-

**Aboriginal Cultural Heritage Assessment** means the aboriginal cultural heritage assessment to be prepared by the Owner pursuant to clause 6 and otherwise consistent with the details to be included in that plan as set out in **Annexure E**;

**Annual Recurrent Maintenance Costs** means the sum of thirty thousand dollars (\$30,000.00) or such sum varied in accordance with **clause 17** as may be applicable;

**Application** means an application for any Approval;

**Approval** means any approvals, consents, certificates, permits, endorsements, licences, conditions or requirements (and any variations to them) which may be required by law for the commencement and carrying out of the Conservation Works;

**Archaeological Management Plan** means the archaeological management plan to be prepared by the Owner pursuant to clause 6 and otherwise consistent with the details to be included in that plan as set out in **Annexure E**;

**Archival Recording** means the archival recording to be prepared by the Owner pursuant to clause 6 and otherwise consistent with the details to be included in that plan as set out in **Annexure E**;

**Authority** means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

**Bank Guarantee** means an irrevocable and unconditional undertaking:

- (a) by an Australian bank and which is an eligible financial institution for the purposes of Treasury Circular NSW TC08/01 dated 21 February 2008 as amended, supplemented or substituted from time to time; and

- (b) on terms, acceptable to the Minister, in the Minister's absolute discretion, to pay the face value of that undertaking (being such an amount as is required under this Agreement) on demand;

**Building Conservation Works** means those works to be undertaken in respect of Heritage Items that are listed in **Annexure D**;

**Building Cyclical Maintenance Plan** means the building cyclical maintenance plan required to be prepared by the Owner pursuant to clause 6 and otherwise consistent with the details to be included in that plan as set out in **Annexure E**;

**Business Day** means any day except for Saturday or Sunday or a day which is a public holiday in Sydney;

**Certificate of Practical Completion** means a certificate issued by the Heritage Consultant certifying Practical Completion of each component of the Conservation Works;

**CMP** means the Conservation Management Plan for the Heritage Items as attached to this agreement as **Annexure C** and / or any future revision of that document, endorsed by the Heritage Council of NSW;

**Consent Authority** means Camden Council and, where appropriate Heritage Council of NSW;

**Conservation Plans and Reports** means those plans and reports required to be prepared pursuant to **Annexure E**;

**Conservation Works** means those all works comprising both:

- (c) the Building Conservation Works; and  
(d) the Landscape Works;

and such other works which the Owner and the Minister agree in writing comprise Conservation Works for the purposes of this agreement detailed in **Annexure D**;

**Conservation Works Details** means the details required to be prepared by the Owner pursuant to clause 6 and otherwise consistent with the details to be included in that plan as set out in **Annexure E**;

**Conservation Works Timetable** means the timetable for the carrying out and completion of the Conservation Works as attached to this agreement as **Annexure F**;

**Costs** include costs, charges and expenses including those incurred in connection with advisors;

**Date of Practical Completion** means for each component of the Conservation Works the date on which Practical Completion is achieved being the point in time at which the Heritage Consultant is satisfied, acting reasonably, that the relevant component of the Conservation Works has reached practical completion and the Heritage Consultant issues a Certificate of Practical Completion;

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**Defects Liability Period** means a period of 3 months from the Date of Practical Completion of the **Relevant Works Component**;

**Expert** means a duly qualified expert mutually agreed in writing between the parties and failing any such agreement within 14 days of the notice of dispute provided in accordance with **clause 19** an expert with wide experience working with heritage buildings and sites, appointed by the President of the Australian Institute of Architects;

**Further Research** means the research required to be prepared by the Owner pursuant to clause 6 and otherwise consistent with the details to be included in that plan as set out in **Annexure E**;

**General Register of Deeds** means the land registry so entitled and maintained under the Conveyancing Act 1919 (NSW);

**Heritage Items** means the historic buildings erected on, landscape items (including historic garden, remnant native paddock trees, paddock system and former access drives) located within the Heritage Precinct Lot which are collectively listed on the State Heritage Register comprising of:-

- (a) a colonial homestead;
- (b) the former coach house and stables;
- (c) the former convict jail;
- (d) the early stone gardener's cottage;
- (e) the early privy;
- (f) the later privy,
- (g) the homestead 'inner garden' inside the circular fenced area;
- (h) the homestead 'outer garden' including the former orchard and former vinery and the farm yards;
- (i) the paddock system including all remnant native trees and fence lines;
- (j) former access drives to and from Camden Valley Way and Raby Road;

and as shown in the SHR Plan: 01692 attached as **Annexure B**;

**Good Industry Practice** means the exercise of that degree of professional skill, diligence, and prudence that reasonably would be expected from competent persons performing tasks and functions similar in nature to the Conservation Works;

**Heritage Act** means the Heritage Act 1977;

**Heritage Agreement** means a heritage agreement entered into under Part 3B of the Heritage Act;

**Heritage Consultant** means an architect registered under the Architects Act 2003 who is duly qualified and has relevant expertise in dealing with Heritage Items;

**Heritage Council** means the Heritage Council of New South Wales constituted under the Heritage Act;

**Heritage Precinct Lot** means, for the purposes of this agreement, Lot 1202 in the proposed Plan of Subdivision or any similar area of land in location or size referred to in the Proposed Plan of Subdivision;

**Interpretation Plan** means the plan required to be prepared by the Owner pursuant to clause 6 and otherwise consistent with the details to be included in that plan as set out in **Annexure E**;

**Landscape Maintenance Plan** means the landscape maintenance plan required to be prepared by the Owner pursuant to clause 6 and otherwise consistent with the details to be included in that plan as set out in **Annexure E**;

**Landscape Works** means those landscape works required in respect of the homestead, farm infill buildings and landscape buffer that are listed in **Annexure D**;

**Law** means:

- (a) the common law including principles of equity; and
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority

presently applying or as they may apply in the future;

**Lot 1201** means Lot 1201 as referred to in the Proposed Plan of Subdivision;

**Lot 1203** means Lot 1203 as referred to in the Proposed Plan of Subdivision;

**LPI** means Land and Property Information or any similar division of the Department of Finance and Service that may be established from time to time;

**Maintenance Works** means those maintenance works required in respect of Heritage Items described in Conservation Plans and Reports;

**Minimum Standards of Maintenance and Repair** means those standards outlined in Part 3 of the Regulations;

**Moveable Heritage Inventory and Assessment** means the moveable heritage inventory and assessment conservation report required to be prepared by the Owner pursuant to clause 6 and otherwise consistent with the details to be included in that plan as set out in **Annexure E**;

P. H



### 4.3 Design and Approvals

- (a) The Owner agrees to procure the design and carrying out of each of the Building Conservation Works and Landscape Works and to achieve Practical Completion of each successive Relevant Works Component in accordance with this Agreement; and
- (b) The Owner must at its risk and expense, prepare all Applications and obtain all Approvals necessary to carry out the Conservation Works.

### 4.4 Review of Conservation Works

The Owner acknowledges and agrees that:

- (a) the Minister is not obliged to critically analyse the plans and specification of the Conservation Works;
- (b) the Minister is not responsible for any errors or omissions or non-compliance with any Law, or the requirement of any Authority by reason of agreeing to the plans and specifications of the Conservation Works;
- (c) the Minister is not liable for any liability loss or cost incurred by the Owner because of any defect in the design or construction of any part of the Conservation Works; and
- (d) no comment, review or information to the Owner by the Minister alters or alleviates the Owner from its obligation to complete the Conservation Works in accordance with this Agreement.

### 4.5 Owner Responsibilities

The Owner is responsible for the carriage and care of the Conservation Works.

### 4.6 Quality of Material and Work

The Owner must procure the Conservation Works to be carried out:

- (a) according to Good Industry Practice; and
- (b) using good quality materials, which must be suitable for the purpose for which they are required under this agreement; and
- (c) in a proper and workmanlike manner.

### 4.7 Insurance

- (a) The Owner must ensure that there is effected and maintained an insurance policy covering such risks, and on such terms, reasonably acceptable to the Minister including physical loss,



damage or destruction of the Conservation Works and public liability cover for not less than twenty million dollars (\$20,000,00.00) or such other higher amount as may be reasonable; and

- (b) The policy must provide cover for the period from the date of the commencement of construction of the Conservation Works until the end of any relevant defects liability period;

#### **4.8 Amount of Property Insurance**

The insurance cover in relation to works insurance must be for an amount not less than the full insurable value of the Conservation Works on a full reinstatement and replacement basis (including extra costs of reinstatement, costs of demolition and removal of debris, and professional fees).

#### **4.9 Insurance Generally**

All insurances which the Owner is required by this agreement to effect and maintain:

- (a) must be with insurers and on terms consistent with good construction industry practice; and
- (b) must note the rights and interests of the Minister; and
- (c) must not in any respect limit or derogate from the liabilities or obligations of the Owner under this agreement.

#### **4.10 Providing Proof of Insurance**

Whenever reasonably requested in writing by the Minister, the Owner must give the Minister certificates of the insurance policies which the Owner is required by this agreement to effect and maintain.

#### **4.11 Application of Insurance Proceeds**

If all or any part of the Conservation Works is damaged or destroyed prior to Practical Completion thereof, all insurance proceeds in respect of that damage or destruction must be applied to repair or reinstate the Conservation Works.

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### **5 HERITAGE CONSULTANT**

#### **5.1 Appointment of Heritage Consultant**

- (a) The Owner must appoint the Heritage Consultant within sixty (60) days after registration of the Plan of Subdivision to supervise the carrying out of the Conservation Works; and

- (b) If the Heritage Consultant is not available or dismissed, the Owner must appoint another person who it can demonstrate has the necessary experience, expertise and resources to carry out the responsibilities and functions of the Heritage Consultant for the purposes of this agreement, to be a replacement Heritage Consultant.

## **5.2 Practical Completion of Relevant Works Components**

Promptly after the date that the Project Manager issues to the Owner and the Heritage Consultant a certificate stating that a Relevant Works Component has been completed in accordance with all Approvals and relevant Australian Standards and the Building Code of Australia (as applicable), the Owner must request the Heritage Consultant to inspect the Conservation Works.

## **5.3 Heritage Consultant to Respond**

As soon as practicable after the receipt of the Owner's request, the Owner must procure the Heritage Consultant to either:

- (a) give the Owner (with a copy to the Minister at the same time) a Certificate of Practical Completion certifying that the Conservation Works for the Relevant Works Component has reached Practical Completion; or
- (b) give the Owner (with a copy to the Minister at the same time) the reasons for not issuing that certificate and provide a detailed list of work required to be completed in order for that certificate to be issued.

## **5.4 Carrying Out Required Work**

- (a) On receipt of the detailed list referred to in **clause 5.3(b)**, the Owner must carry out the work referred to in that list and, on completion of that work, request the Heritage Consultant to re-inspect the Conservation Works; and
- (b) If the Heritage Consultant is satisfied that all such work has been completed in accordance with this agreement then, the Heritage Consultant must issue the Certificate of Practical Completion for the Relevant Works Component with ten (10) Business Days after receipt of the Owner's request. Otherwise the provisions of **clauses 5.3(b) to 5.4 inclusive** re-apply.

## **5.5 Effect of Certificates**

The issue of a Certificate of Practical Completion for a Relevant Works Component is evidence that Practical Completion for the Relevant Works Component of the Conservation Works has been achieved and completed for the purposes of this Agreement.

## 5.6 Rectification

- (a) As soon as possible after the date of Practical Completion of a Relevant Works Component, the Owner must rectify any defects or omissions for such Relevant Works Component notified to the Owner by notice in writing by the Minister within the Defects Liability Period;
- (b) At any time during the Defects Liability Period, the Minister may inspect the Conservation Works for the purpose of ascertaining what defects and omissions (if any) in the Relevant Works Component are required to be made good by the Owner;
- (c) The Minister may give notice to the Owner that:-
  - (i) part of the Conservation Works is defective, giving details; and
  - (ii) the works required to rectify the defect; and
  - (iii) provides an estimate of the costs to rectify such works; and
  - (iv) allows the Owner a reasonable period to rectify such works.
- (d) If the Owner fails to complete or rectify such works within the period required by a notice issued under **clause 5.6(c)**, then the Minister may have such works completed or rectified and recover the reasonable expenses for undertaking such work from the Owner after completion of such work; and
- (e) In the event the Minister undertakes work in accordance with the preceding sub-clause (d) the Minister shall prior to engaging any contractor for a sum exceeding five thousand dollars (\$5,000.00) provide a copy of the relevant quotation for such contractor to the Owner and the Owner may within 21 days after receipt of such quotation elect to engage a suitably qualified person to undertake the work and if such election is made, the Owner shall be responsible to ensure that the work is properly carried out in a reasonable and expeditious manner.

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## 6 CONSERVATION PLANS AND REPORTS

- (a) The Owner must prepare and submit the Conservation Plans and Reports to the Heritage Consultant for approval pursuant to the Conservation Works Timetable;
- (b) The Owner must make any amendments or additions to the Conservation Plans and Reports taking into account reasonable requirements required by the Heritage Consultant, in order to

procure the approval of the Heritage Consultant to the Conservation Plans and Reports; and

- (c) Once approved by the Heritage Consultant the Owner must comply with the Building Cyclical Maintenance Plan and the Landscape Management Plan (which comprise some of the Conservation Plans and Reports).

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## 7 REGISTRATION OF HERITAGE AGREEMENT

- (a) Prior to the registration of the Plan of Subdivision, the Owner must procure the registration of this agreement in the relevant folios of the register for the Property as contemplated by section 43 of the Act;
- (b) The Owner must at the Owner's expense, promptly after the date of this agreement, take all practical steps, and otherwise do anything that the Minister reasonably requires to procure:

- (i) the consent of each person who:

- A. has an estate or interest in the Land registered under the *Real Property Act 1900 (NSW)*; or

- B. is seized or possessed of an estate or interest in the Land; and

- (ii) the execution of any documents; and

- (iii) the production of the relevant certificates of title

to enable the registration of this agreement under the real Property Act 1900 (NSW) in the relevant folios of the register for the Property pursuant to section 43 of the Act;

- (c) The Owner must, at the Owner's expense, take all practical steps, and otherwise do anything that the Minister reasonably requires:
  - (i) to procure the lodgement of this agreement with the Registrar-General as soon as reasonably practicable after the date of this agreement, but in any event, no later than 20 Business Days after the date; and
  - (ii) to procure the registration of this agreement by the Registrar-General either in the relevant folios of the register for the Property (or in the General Register of Deeds if this agreement relates to land not under the Real Property Act 1900 (NSW) as soon as reasonably practicable after this agreement is lodged for registration but in any event no later than 20 Business Days after the date on which the Owner procures the lodgement of this agreement with the Registrar-General.

---

## **8 RELEASE OF PROPOSED LOTS 1201 AND 1203**

- (a) The Owner proposes to subdivide the Property substantially in accordance with the Proposed Subdivision Plan in **Annexure G** to create proposed Lots 1201, 1202 and 1203. The Owner proposes to sell proposed Lots 1201 and 1203;
- (b) The Minister acknowledges that, if the Proposed Subdivision Plan is lodged and approved materially in accordance with its current form, the Heritage Agreement will not affect proposed Lots 1201 and 1203. Accordingly, on and from the grant of a Subdivision Certificate which gives effect to the subdivision of the Property materially in accordance with the Proposed Subdivision Plan and lodgment of the Bank Guarantee to the Minister:
  - (i) the Owner will be released from its obligations under this agreement in respect of Lots 1201 and 1203; and
  - (ii) any Transferee of Lots 1201 and 1203 is not bound by this agreement; and
  - (iii) the Owner is not required to comply with clause 12 concerning the transfer of Lots 1201 and 1203; and
  - (iv) this agreement will no longer be required to be registered against the title to Lots 1201 and 1203 and the Minister will, within 40 Business Days from the grant of the Subdivision Certificate and lodgment of the Bank Guarantee to the Minister, provide to the Owner any document necessary to remove the registration of this agreement from the title to Lots 1201 and 1203.

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## **9 ACCESS**

### **9.1 Public Access Day**

The Owner agrees to allow members of the public access to Heritage Items for the purposes of inspection for one day each calendar year (Public Access Day).

### **9.2 Minister's Right To Inspect**

- (a) The Minister may, through a nominated representative or nominated officer from time to time, inspect the Heritage Items at reasonable times and on reasonable prior notice to the Owner and to the Heritage Consultant, for the purpose of ensuring compliance with the provisions of this agreement; and
- (b) The Minister's nominated representative or nominated officer must comply with any reasonable requirement of the Owner whilst on the Property.

---

## 10 SECURITY

### 10.1 Bank Guarantee

- (a) Within 60 days after registration of the Plan of Subdivision, the Owner will deliver a Bank Guarantee to the Minister having an aggregate face value of two million dollars (\$2,000,000.00);
- (b) If the Owner does not carry out the completion of the Conservation Works by the time stated for completion of the Conservation Works in the Conservation Works Timetable or within such other time as agreed by the Minister, the Minister may notify the Owner in writing of its intention to draw down on the Bank Guarantee and require the Owner to complete the Conservation Works within a reasonable time;
- (c) If the Owner does not comply with the Minister's notice provided under clause 10.1(b) within the required period, the Minister may draw down on the Bank Guarantee;
- (d) The Minister may apply such amounts from the Bank Guarantee in order to satisfy the costs of and incidental to the completion of the Conservation Work;
- (e) Upon Practical Completion of the Conservation Works, the Owner may serve upon the Minister a written request for the return of the Bank Guarantee;
- (f) Within 10 Business Days of receipt of the Owner's request for the return of the Bank Guarantee, the Minister must notify the Owner in writing if the Minister has drawn down or intends to draw down on the Bank Guarantee where it is entitled to do so; and
- (g) If the Minister does not provide any notice under clause 10.1(f), the Minister will return the Bank Guarantee or the balance of the proceeds of the Bank Guarantee within 20 Business Days of the Owner's request.

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## 11 REMOVAL OF LAND FROM THE STATE HERITAGE REGISTER

### 11.1 Removal of Lot 1203

- (a) The Owner has requested that the Minister make a direction for the removal of Lot 1203 from the State Heritage Register;
- (b) The Owner acknowledges that the Minister may direct the removal of an "Item" (as defined by the Heritage Act) after considering the recommendation of the Heritage Council; and
- (c) Prior to the registration of the Plan of Subdivision, the Owner may request the Heritage Council to make a recommendation to the Minister and submit to the Heritage Council all things necessary to evidence that Lot 1203 is not of State heritage significance.

---

## 12 ASSIGNMENT AND DEALING TERMS

### 12.1 Owner's Right to Sell Property

- (a) The provisions referred to in sub-clause (c) and sub-clause (d) of this clause 12.1 shall not apply to Lot 1201 and Lot 1203 upon registration of the Plan of Subdivision;
- (b) Clause 12.1(c) will apply only while this Agreement has not been registered pursuant to **clause 7** of this Agreement;
- (c) The Owner must not complete the sale, transfer or dispose of the whole or any part of the Property unless before it completes the sale, transfers or disposes of any such part of the Property to another person ("Transferee"):
  - (i) it satisfies the Minister acting reasonably that the proposed Transferee is capable of complying with the Owner's obligations under this agreement ("Required Obligations");
  - (ii) the Minister acting reasonably is satisfied that the rights of the Minister under this agreement are not diminished or fettered;
  - (iii) the Transferee signs a deed of novation in a form reasonably acceptable to the Minister containing provisions under which the Transferee agrees to comply with the Required Obligations as if it were the Owner (including obligations which arose before the transfer or assignment) with respect to the land being sold, transferred or disposed of; and
  - (iv) any default by the Owner has been remedied by the Owner or waived by the Minister; and
- (d) Where this Agreement has been registered pursuant to **clause 7** of this Agreement, the Owner must not complete a sale, transfer or dispose of the whole or any part of the Property unless it has given prior written notice to the Minister.

### 12.2 Release

If the Owner sells, transfer or disposes of the whole or any part of the Property and fully satisfies the requirements of **clause 12.1** the Owner will be released from its obligations under this agreement with respect to that land being sold, transferred or disposed of.

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## 13 DEFAULT

- (a) A party is in default of this agreement if:

- (i) that party is in breach of or does not comply with any of its obligations under this agreement and the breach or non-compliance continues for 30 days or such longer period as is reasonable for rectification having regard to the nature of the breach or non-compliance, after receipt of written notice from the Minister to effect compliance; or
  - (ii) that party repudiates this agreement;
- (b) In the event a party is in default of this agreement, the non-defaulting parties will be entitled to exercise any rights and remedies which may be available to those parties at law or in equity; and
- (c) Nothing in this **clause 13** may be taken to in any way restrain or restrict the Minister from seeking injunctive relief pursuant to section 44 of the Act for any breach of the part of this agreement, including threatened or apprehended breaches, at any time before or after the breach in question may occur.

---

## **14 GENERAL**

### **14.1 Director of the Heritage Branch**

The parties acknowledge that the functions rights and obligations of the Minister under this agreement may be carried out on the Minister's behalf by the Director of the Heritage Branch, Office of Environment and Heritage, Department of Premier and Cabinet.

### **14.2 Costs**

The Owner must reimburse the Minister on demand for and indemnifies the Minister against all reasonable expenses (including legal fees, costs and disbursements) reasonably incurred in connection with negotiating, preparing and executing this agreement.

### **14.3 Severability**

If any part of this agreement is prohibited, void, voidable, illegal or unenforceable, then that part is severed from this agreement, but without affecting the continued operation of the remainder of this agreement.

### **14.4 Further Assurances**

Each party must do all things and execute all further documents as are necessary to give full effect to this agreement.

### **14.5 Counterparts**



This agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

#### **14.6 Approvals and Consent**

Except as otherwise set out in this agreement and subject to any statutory obligations, the Minister acting reasonably may give or withhold an approval or consent to be given under this agreement and may impose reasonable conditions for such approval or consent.

#### **14.7 Modification**

No modification or variation of this agreement will be of any force or effect unless it is in writing and signed by the parties as a deed.

#### **14.8 Waiver**

- (a) The fact that a party fails to do, or delays in doing, something the part is entitled to do under this agreement, does not amount to a waiver of any obligation of, or a breach of obligation by, another party;
- (b) A waiver by a party is only effective if it is in writing; and
- (c) A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver or any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

#### **14.9 Agreement not Confidential**

The parties agree that the terms of this agreement are not confidential and this agreement may be treated as a public document and exhibited or reported without restriction by any party.

#### **14.10 No Fetter**

Nothing in this agreement is to be construed as requiring the Minister to do anything that would cause it to be in breach of any of its obligations at Law.

## 14.11 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this agreement:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time:

Owner: Caldla Pty Ltd  
Address: Level 2, 240 George Street, Liverpool NSW  
2170  
Fax: 9606 5897  
For the attention of: Mr Roy Nasso

Minister

Address:  
Fax:  
For the attention of:

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number of the addressee in accordance with **clause 14.11(b)**; and
- (e) is taken to be received by the addressee:
  - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
  - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
  - (iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
  - (iv) (in the case of delivery by hand) on delivery.

But if the communication is taken to be received on a day that is not a working day or after 5PM it is taken to be received at 9AM on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are

open for business generally in the place to which the communication is posted, sent or delivered).

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## **15 GOVERNING LAW**

### **15.1 Governing Law**

This agreement is governed by and must be construed according to the law applying in New South Wales.

### **15.2 Jurisdiction**

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this agreement; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within **clause 15.2(a)**.

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## **16 GST**

### **16.1 GST Terms**

- (a) Except where the context suggests otherwise, terms used in **clauses 16.1 to 16.5** have the meanings given to those terms by the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time);
- (b) In **clauses 16.1 to 16.5**, "monetary consideration" means any consideration expressed as an amount of money and "non-monetary consideration" means any consideration that is not monetary consideration; and
- (c) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of **clauses 16.1 to 16.5**.

### **16.2 Reimbursements**

Any payment or reimbursement required to be made under this agreement that is calculated by reference to a cost, expense, or other

amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

### **16.3 Additional amount of GST payable**

Subject to **clause 16.5** if GST becomes payable on any supply made by a party (or any entity through which that party acts) ("Supplier") under or in connection with this agreement:

- (a) any amount payable or consideration to be provided under any provision of this agreement (other than **clauses 16.3 to 16.5**), for that supply is exclusive of GST;
- (b) any party ("Recipient") that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply ("GST Amount"), at the same time as any other consideration is to be first provided for that supply; and
- (c) the Supplier must provide a tax invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with **clause 16.3(b)**.

### **16.4 Variation**

- (a) If the GST Amount properly payable in relation to a supply (as determined in accordance with **clause 16.3** and subject to **clause 16.5**), varies from the additional amount paid by the Recipient under **clause 16.3**, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from the Recipient. Any payment, credit or refund under this **clause 16.4** is deemed to be a payment, credit or refund of the GST Amount payable under **clause 16.3**; and
- (b) The Supplier must issue an adjustment note to the Recipient in respect of any adjustment event occurring in relation to a supply made under or in connection with this agreement as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.

### **16.5 Exchange of non-monetary consideration**

- (a) Notwithstanding **clause 16.3**, if two parties (or entities on whose behalf those parties are acting) in accordance with this agreement exchange non-monetary consideration, the GST Amount (that would otherwise be payable under **clause 16.3** in relation to any supply made for that non-monetary consideration) shall be limited to an amount calculated by reference to the monetary consideration (if any) provided by the Recipient for the taxable supply being made by the Supplier, multiplied by the applicable GST Rate unless **clause 16.5(c)** applies. Nothing in this **clause 16.5(a)** shall be taken to detract from the obligations on the

Supplier to issue a tax invoice to the Recipient for that supply which tax invoice must comply with the requirements of the GST law;

- (b) **Clause 16.5(c)** will apply where it is determined, whether by agreement between the parties or by demand, assessment or private ruling issued by the Commissioner of Taxation that there is a disparity between:
  - (i) the sum of the GST exclusive market value of the non-monetary consideration and the GST exclusive monetary consideration (if any) being provided by the Recipient to the Supplier; and
  - (ii) the sum of the GST exclusive market value of the non-monetary consideration and the GST exclusive monetary consideration (if any) being provided by the Supplier in return for the non-monetary consideration and monetary consideration being provided by the Recipient and referred to in **clause 16.5(b) (i)**;
- (c) Where this **clause 16.5(c)** applies, the parties will use best endeavours to determine a mutually acceptable means of calculating additional amounts to be paid in connection with supplies to which **clause 16.5(a)** applies, to ensure, as far as possible that neither party suffers a net cost or loss on account of GST. If within 30 Business Days of the determination under **clause 16.5(b)**, the parties are unable to agree on a means of calculating the additional amounts payable, the party providing the greater aggregate GST exclusive consideration (whether monetary, non-monetary or a combination of both) shall, in addition to any other consideration to be provided under this agreement, pay to the other party an amount equal to the absolute value of the disparity determined in accordance with **clause 16.5(b)** multiplied by the applicable rate of GST. Any further amount that would be payable in accordance with **clause 16.4** as a result of any payment made under this **clause 16.5(c)** must be paid at the same time as any amount is paid pursuant this **clause 16.5(c)**; and
- (d) Where any party to this agreement receives a demand, assessment or private ruling regarding the matters addressed in this **clause 16.5**, it must notify the other party to this agreement of that fact and provide it with a copy of the demand, assessment or private ruling within 10 Business Days of receiving it. Before any party to this agreement applies for a private ruling regarding the matters addressed in this **clause 16.5**, it must provide the other parties to this agreement with a copy of the private ruling request it intends to lodge with the Commissioner of Taxation no less than 10 Business Days prior to its lodgement of same.

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## 17 REVIEW OF ANNUAL RECURRENT MAINTENANCE COSTS

### 17.1 Annual CPI Review

On each anniversary of the date of commencement of this Agreement the Annual Recurrent Maintenance Costs shall be varied and shall be the higher of the following methods set out in (a) and (b) below:-

- (a) The Annual Recurrent Maintenance Costs immediately prior to the relevant anniversary increased by three (3) percent;

OR

- (b) The Annual Recurrent Maintenance Costs varied in accordance with the following formula:

$$R = \frac{A \times B}{C}$$

Where:-

- R - is the reviewed yearly Annual Recurrent Maintenance Costs,
- A - is the yearly Annual Recurrent Maintenance Costs payable hereunder immediately prior to the relevant anniversary,
- B - is the Consumer Price Index Number (All Groups - Sydney) last published prior to the relevant anniversary,
- C - is the Consumer Price Index Number (All Groups - Sydney) last published twelve months prior to the relevant anniversary.

### 17.2 Alternate method of review

On each 5 anniversary of the date of commencement of this Agreement, the Minister may seek an alternate method of review of the Annual Recurrent Maintenance Costs having regard to an independent assessment of the costs to be incurred in order to properly maintain the Heritage Items.

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## 18 ACCELERATED DISPUTE RESOLUTION

### 18.1 Process Where a Dispute Arises

If a dispute between the parties arises out of or in connection with this Agreement, each party must before instituting any proceedings against the other (except any proceedings for injunctive relief to which this clause does not apply) furnish in writing to the other party detailed particulars of

that party's claim, or, where the other party is the claimant, the reasons for rejecting the other party's claim and must first refer the matter to all or any one of the processes specified in **clauses 19, 20 and clause 21**.

---

## **19 REFERENCE TO EXPERT**

### **19.1 Notice**

If any dispute is required to be determined under this Agreement, then any party may refer the matter to an Expert by providing two (2) Business Days written notice to the other party of its intention to do so and the first Expert appointed will give a non-binding adjudication in respect of the matter so referred.

### **19.2 Expert Directions**

The Expert may give direction or guidelines as to the conduct of the adjudication and the parties must comply with all such directions or guidelines.

### **19.3 Adjudication by Expert**

An Expert appointed under **clause 19.1** will:

- (a) make an adjudication and will notify the parties of that adjudication within ten (10) Business Days of his/her appointment;
- (b) have regard to the obligations of the parties under this Agreement; and
- (c) make a determination as to who will pay the costs of the respective parties and the costs of the Expert's adjudication.

### **19.4 Costs of Expert**

Unless there are special circumstances and the Expert so determines, the costs of the Expert's determination will be shared equally between the parties.

### **19.5 Preservation of Other Obligations**

Subject to **clause 19.1**, the fact that a dispute under this Agreement is being resolved in accordance with the Accelerated dispute Resolution Procedures will not affect the obligations of any party under this Agreement except for the obligation which is the subject of the dispute which obligation will be suspended until the dispute is resolved.

### **19.6 Expert Determination Non-Binding**

Any determination made by an Expert appointed under this clause will be non-binding except in relation to a determination on costs made under **clause 19.4**.

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## **20 MEDIATION**

### **20.1 Notice for Mediation**

Any party may refer a dispute matter to mediation administered by the Mediator by giving it a notice of mediation on the Mediator and the other party.

### **20.2 Mediation Rules**

The parties (or their duly authorized representatives) must attend at any conference arranged by the mediator. The mediation will be conducted under and in accordance with such procedures and rules as may be agreed between the parties and, failing agreement, in accordance with the mediation rules of the Mediator.

### **20.3 Other Obligations under Agreement**

The parties acknowledge that:

- (a) the fact that a dispute is being mediated will not affect the obligations of any party under this Agreement except for the obligation which is the subject of the dispute which obligation will be suspended until the dispute is resolved; and
- (b) notwithstanding **clause 20.3(a)**, the obligations of the parties under this Agreement will not be suspended if the matter referred to mediation has been referred in a frivolous or vexatious manner.

---

## **21 ARBITRATION**

### **21.1 Notice for Arbitration**

Any party may refer a dispute to arbitration by serving on the other party a notice of arbitration.

### **21.2 Rules for Arbitration**

If a notice of arbitration is served in accordance with the procedure set out in this clause the dispute must be submitted to arbitration in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitrations.

### **21.3 Appointment of Arbitrator**



If the parties agree as to the appointment of an arbitrator then that Agreement will be given effect to. Failing agreements by the parties within ten (10) Business Days of the service of Notice of Arbitration, the arbitrator will be nominated by the Expert.

#### **21.4 Direction by Arbitrator**

The parties will comply with the directions of guidelines given by the arbitrator from time to time. Without limiting the foregoing, the parties will provide the arbitrator with all information requested by him or her.

#### **21.5 Determination by Arbitrator**

The arbitrator appointed under **clause 21.1** will:

- (a) make a determination of the matter or matters referred to him or her based upon the information made available to him or her by the parties;
- (b) make a determination of the matter or matters referred to him or her having regards to the obligations of the parties under this Agreement;
- (c) make a determination with respect to the costs payable by the respective parties in relation to the arbitration; and
- (d) notify the parties in writing of the determinations.

#### **21.6 Preservation of Other Rights**

The parties acknowledge that:

- (a) the fact that a dispute under this Agreement is being arbitrated will not affect the obligations of any party under this Agreement except for the obligation that is the subject of the dispute which obligation will be suspended until the dispute is resolved; and
- (b) notwithstanding **clause 21.6(a)**, the obligations of the parties under this Agreement will not be suspended if the matter referred to arbitration has been referred in a frivolous or vexatious matter.

**EXECUTED AS A DEED**

**Signed Sealed and Delivered by:**

**THE MINISTER FOR HERITAGE** in accordance with the Heritage Act 1977

  
Signature of Witness

  
Office Held

  
Print name of Witness

  
Signature of Minister

  
Print name of Minister

**Executed by:**

**CALDLA PTY LTD A.C.N. 003 108 781**

in accordance with Section 127 Corporations Act 2001

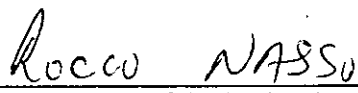
  
Signature of Authorised person

  
Office Held

  
Print name of Authorised person

  
Signature of Authorised person

  
Office Held

  
Print name of Authorised person

**Table 1: Building Conservation—Outline Schedules of Works**

Item	Detail	Reference
Homestead	Monitor brick fretting and structural cracking and undertake repair work as required	The reference to the homestead works below are taken from Hughes Trueman Inspection Report—Section 3.1 and Schedule 4.1 and this CMP—Section 4.3.1
	Monitor settlement and undertake repair work as required	
	Monitor stone flagging and paving and undertake repair work as required including: lift, number and re-bed paving on northern verandah and cut and poison wisteria roots; make even paving on southern verandah; lift and re-bed edging stone pavers on western verandah; and repair cracks to slab adjacent to food store	
	Re-plumb posts on new bases as required and provide new strip footing under front edge of northern verandah	
	Monitor surface and sub-surface water to southern portion and undertake repair work as required	
	Undertake repair work as required to areas impacted by rising damp, treating walls with sacrificial poultice and installing damp barrier	
	Undertake repair work to external joinery as required	
	Monitor timber verandah, including: sag to roof on western verandah; and inspect and repair timber member to northern verandah timber structure, and undertake repair work as required	
	Undertake repair work to joists as required	
	Monitor and install helifix mortar bed reinforcing as required	
	Monitor south wall in manager's residence and undertake repair work as required	
	Undertake repair work and paint to roof sheeting as required and repairs to rainwater goods—allow for complete replacement of roof sheeting and rainwater goods	
	Inspect, clear out and test all drainage pipes surrounding the homestead, repair as required	
	Undertake repair work associated with lintels as required	

	Allow for the complete repainting of the exterior, interior and previously painted joinery	
	Allow for repair and refinishing of timber flooring	
	Allow for repair of and upgrading of electrical wiring	
	Allow for the repair and upgrading of plumbing services	
	Allow for full pest/termite inspections	
Former convict gaol	Monitor cracking and undertake repair work as required	The conservation works to the convict gaol below are taken from Hughes Trueman Inspection Report—Section 3.2 and from Schedule 4.2, in this CMP—Section 4.3.1
	Monitor damp and stone deterioration and undertake repair work as required, treating walls with sacrificial poultice and installing damp barrier	
	Monitor fretting and mortar loss of brickwork and undertake repair work as required	
	Monitor subsidence, and need for stabilisation of brickwork, and undertake repair work as required	
	Monitor termite damage and undertake repair work as required	
	Undertake repair work as required to fireplace on northern wall	
	Undertake repair work as required to exterior paving	
	Undertake repair work as required to joinery	
	Monitor roof sheeting and rainwater goods, and undertake repair work as required—allow for full replacement of roof sheeting	
	Inspect, clear out and test all drainage pipes surrounding the former convict jail, repair as required	
	Replace obtrusive services and repair any damage	
	Monitor lintels and undertake repair work as required	
	Install helifix mortar bed reinforcing as required	
	Allow for the complete repainting of the exterior, interior and previously painted joinery	
	Allow for repair and refinishing of timber flooring including removal of tiles to floor	



	Allow for repair of and upgrading of electrical wiring	
	Allow for full pest/termite inspections and undertake repairs to previously damaged timbers	
Former coach house and stables	Monitor cracking and undertake repair work as required	The conservation works to the coach house/stables below are taken from Hughes Trueman Inspection Report—Section 3.3 and from Schedule 4.3, in this CMP—Section 4.3.1
	Monitor fretting and mortar loss, and undertake repair work as required	
	Monitor wall movement and settlement, and undertake repair work as required	
	Monitor and install helifix mortar bed reinforcing as required	
	Monitor exterior paving and undertake repair work as required	
	Monitor roof sheeting and rainwater goods, and undertake repair work as required	
	Inspect, clear out and test all drainage pipes surrounding the former coach house and stables, repair as required	
	Monitor stonework and sills to eastern elevation, and undertake repair work as required	
	Replace obtrusive services and repair any damage	
	Monitor chimney coping and undertake repair work as required	
	Monitor external joinery, including timber stairs, and undertake repair work as required	
	Monitor cat head beam and undertake repair work as required	
	Monitor erosion and undertake repair work as required	
	Monitor post bases and undertake repair work as required	
	Monitor landing joists and undertake repair work as required	
	Allow for the complete repainting of the exterior, interior and previously painted joinery	
	Allow for repair of flooring to ground and first floor including removal of concrete flooring	
	Allow for repair of and upgrading of electrical wiring	
	Allow for the repair and upgrading of plumbing services	

	Allow for full pest/termite inspections and undertake repair work as required	
Gardener's cottage	Monitor cracking and mortar loss to stonework, and undertake repair work as required	The conservation works to the gardener's cottage below are taken from this CMP—Section 4.3.1
	Monitor rotting window frames and undertake repair work as required	
	Allow for the complete repainting of the exterior, interior and previously painted joinery	
	Allow for replacement of recent tile flooring	
	Allow for repair of and upgrading of electrical wiring	
	Allow for the repair and upgrading of any plumbing services	
	Allow for full pest/termite inspections and required works	
Early privy	Monitor mortar loss and undertake repair work as required	The conservation works to the early privy below are taken from this CMP—Section 4.3.1
	Monitor exterior window joinery and undertake repair work as required	
	Monitor sandstone threshold and undertake repair work as required	
	Monitor interior plaster and undertake repair work as required	
	Allow for the complete repainting of the exterior, interior and previously painted joinery	
	Allow for replacement of flooring	
	Allow for repair of and upgrading of electrical wiring	
	Allow for full pest/termite inspections and required works	
Later privy	Monitor painting and undertake repair work as required	The conservation works to the later privy works below are taken from this CMP—Section 4.3.1
	Allow for replacement of roof sheeting	
	Allow for the complete repainting of the exterior, interior and previously painted joinery	
	Allow for repair of and upgrading of electrical wiring	

**Table 2: Landscape Conservation—Outline Schedules of Works (to be delivered generally as part of a Landscape Maintenance Plan—see below)**

Item	Detail	Reference
Homestead and Grounds Zone/Heritage core	Enhance and maintain exotic and non local indigenous vegetation; remove detractors; reinstate/interpret vinery, pleasure grounds and orchard. Reinststate former eastern trellis.	CMP Section 3 and policy 7.4.9
	Monitor risk from Robinia to west of former convict jail	Hughes Trueman Inspection Report
	Place root barrier around oak tree to south west of bedroom 5 of homestead	Hughes Trueman Inspection Report
	Monitor grape vine on northern wall of coach house and stables	Hughes Trueman Inspection Report
Preserved Landscape Zone	Retain open grassland paddocks and preserve remnant Cumberland Plain woodland, limiting restoration to retain open space. Relocate northern portion of car parking area and restore grassland paddock.	Policy 7.4.9
Open Landscape Zone	Maintain and enhance indigenous vegetation to fringes, discourage regeneration to central area	Policies 7.4.6 and 7.4.9
Riparian Protection Zone	Conserve and reinstate indigenous riparian vegetation to creek lines, especially Swamp Oak and Paperbark	Policies 7.4.6 and 7.4.9
Farm Group Infill Area	Consider screening for possible infill—Landscape Maintenance Plan	Policy 7.4.9
Gledswood estate (excluding above zones)	Maintain and reinstate Cumberland Plain woodland	Landscape Maintenance Plan, Policies 7.4.6–22 and 7.4.9
Former eastern entry	Interpret as walkway and consider reconstruction	Policies 7.4.16 and 7.4.9



**Table 3: Other required reports and assessments**

Item	Detail	Reference
Building Cyclical Maintenance Plan	Develop a cyclical maintenance strategy for the ongoing maintenance of buildings of significance, prior to or as part of any site redevelopment project	Policy 7.4.7–9
Conservation Works Details	As part of implementing the conservation works on Table 1 including early paint analysis noted below in future research	Table 1 and policy 7.4.7–8
Landscape Maintenance Plan	<ul style="list-style-type: none"> <li>• develop a cyclical maintenance strategy for landscape elements;</li> <li>• consider reinstatement of landscape elements;</li> <li>• consider the maintenance and conservation of locally indigenous vegetation;</li> <li>• consider tree maintenance program</li> <li>• guide retention of existing spatial character of the open landscape zone/northwestern landscape park area;</li> <li>• guide the retention of the preserved landscape zone and consider its extension;</li> <li>• consider maintenance and conservation of the homestead and grounds zone and the landscape reconstruction in the former enclosed vinery compartment and pleasure grounds areas there;</li> <li>• consider screening for possible farm group infill area;</li> <li>• consider redefining the former eastern entry;</li> <li>• consider the relocation and screening of the parking area;</li> <li>• consider the creation of a riparian protection zone;</li> <li>• consider the creation of buffer zones; and</li> <li>• An arborist with heritage landscape expertise to prepare a SULE assessment of significant plantings</li> </ul>	Policies 7.4.6–22 and 7.4.9, Table 2
Archaeological Management Plan (AMP)	<ul style="list-style-type: none"> <li>• Assess the landscape archaeological potential of the site</li> <li>• Govern the management of non indigenous archaeology</li> </ul>	Policies 7.4.6–14 and 7.4.10
Aboriginal Cultural Heritage Assessment	Assess potential for Aboriginal 'objects'	Policy 7.4.11
Interpretation Plan (IP)	Develop a strategy phase and a design and implementation phase for all culturally significant components of the cultural landscape	Policy 7.4.16



Archival Recording	Before and during changes to the place	Policy 7.4.17
Moveable Heritage Inventory and Assessment	Govern the management of moveable heritage	Policy 7.4.12
Further research	<ul style="list-style-type: none"><li>• Research into the historical use of Gledswood and its association with other early pastoral holdings to inform the AMP and the IP</li><li>• Investigation of early paint and other finishes and preparation of recommendations regarding repainting</li></ul>	Policy 7.4.18