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Yamba Cottage Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Camden Council

Joseph Mourched

Operative Date - 23 June 2009

lindsaytaylorlawyers

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Yamba Cottage Planning Agreement

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Yamba Cottage Planning Agreement

Summary Sheet

Council:

Name: Camden Council
Address: 37 John Street, Camden, NSW 2570
Telephone: (02) 4564 7777
Facsimile: (02) 4564 7829
Email: mail@camden.nsw.gov.au
Representative: Greg Wright

Developer:

Name: Joseph Mourched
Address: 137 Heath Street, Leppington, NSW 2179
Telephone: 9606 7140
Facsimile: 96064313
Email: ngsa@optusnet.com.au
Representative: Norm Mourched

Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See Schedule 1.

Application of s94, s94A and s94EF of the Act:

See clause 5.

Yamba Cottage Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Parties

Camden Council ABN 31 117 341 764 of 37 John Street, Camden NSW 2570
(Council)

and

Joseph Mourched of 137 Heath Road, Leppington NSW 2179 **(Developer)**

Background

- A The Developer is the owner of the Land.
- B The Developer has sought the Instrument Change and wishes to carry out the Development.
- C The Developer is prepared to make Development Contributions in connection with the Instrument Change and the carrying out of the Development in accordance with this Agreement.

Operative provisions

Part 1 - Preliminary

1 Definitions & Interpretation

- 1.1 In this Agreement the following definitions apply:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Agreement means this Agreement and includes any schedules, annexures and appendices to this Agreement.

CMP means the conservation management plan which is contained in Schedule 2 to this Agreement.

Construction Certificate has the same meaning as in the Act.

Dedication Land means parcel 4 identified on the Development Concept Plan.

Defects Liability Period means the period commencing on the date on which a Work is taken to have been completed under this Agreement and ending 12 months after that date.

Development means the development of the land which is made permissible by the Instrument Change generally in accordance with the Development Concept Plan.

Development Application has the same meaning as in the Act.

Development Concept Plan means the plan which is contained in Schedule 3 to this Agreement.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards, the provision of Public Infrastructure or another public purpose.

Eastern Land means that part of the Land shown in grey on the Development Concept Plan, marked with the number 1 and described as 'Town House Lots'.

Eastern Land Development means the development of the Eastern Land for medium density housing.

Final Lot means a lot to be created in the Development for separate occupation and disposition not being:

- (a) a lot created by a subdivision of the Land that is to be dedicated or otherwise transferred to the Council, or
- (b) a lot created by a subdivision of the Land which may be further subdivided.

GST has the same meaning as in the GST Law.

GST Law has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Instrument Change means the making of the LEP.

Item means the object of a Development Contribution specified in Column 1 of Schedule 1.

Land means Lot 10 in DP 1103895, known as 181 Camden Valley Way, Kirkham.

LEP means the draft *Camden Local Environmental Plan Amendment No.145*.

Occupation Certificate has the same meaning as in the Act.

Party means a party to this agreement, including their successors and assigns.

Rectification Notice means a notice in writing that identifies a defect in a work and requires rectification of the defect within a specified period of time.

Regulation means the *Environmental Planning and Assessment Regulation 2000*.



Revegetation Plan means the Weed and Vegetation Management Plan prepared by Horticultural Management Services dated 26 October 2007, or any other vegetation management plan approved by Council.

Subdivision Certificate has the same meaning as in the Act.

Work means the physical result of any building, engineering or construction work in, on, over or under land required to be carried out by the Developer under this Agreement.

Workers Cottage means the cottage on the Land referred to as the Second Cottage and Building 15 in the CMP.

Yamba Cottage means the cottage on the Land referred to as Yamba Cottage and Building 1 in the CMP.

- 1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
 - 1.2.2 A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
 - 1.2.3 If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
 - 1.2.4 A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
 - 1.2.5 A reference in this Agreement to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
 - 1.2.6 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - 1.2.7 A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
 - 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
 - 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
 - 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.

- 1.2.13 A reference to this Agreement includes the agreement recorded in this Agreement.
- 1.2.14 A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- 1.2.15 Any schedules, appendices and attachments form part of this Agreement.
- 1.2.16 Notes appearing in this Agreement are operative provisions of this Agreement.

2 Application of this Agreement

- 2.1 This Agreement applies to the Land, the Instrument Change and to the Development.

3 Further Agreements Relating to this Agreement

- 3.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Agreement that are not inconsistent with this Agreement for the purpose of implementing this Agreement.

4 Surrender of right of appeal, etc.

- 4.1 The Developer is not to commence or maintain, or cause to be commenced or maintained, any proceedings in the Land and Environment Court involving an appeal against, or questioning the validity of, a Development Consent relating to the Development or an approval under s96 of the Act to modify a Development Consent relating to the Development to the extent that it relates to the existence of this Agreement or requires any aspect of this Agreement to be performed according to the terms of this Agreement.

5 Application of s94, s94A and s94EF of the Act to the Development

- 5.1 This Agreement does not exclude the application of s94, s94A and s94EF to the Development.

Part 2 – Development Contributions

6 Provision of Development Contributions

- 6.1 The Developer is to make Development Contributions to the Council in accordance with this Agreement and otherwise to the satisfaction of the Council.



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- 6.2 Schedule 1 has effect in relation to Development Contributions to be made by the Developer under this Agreement.
 - 6.3 The Developer is to make such other Development Contributions to the Council as are provided for in this Agreement to the satisfaction of the Council.
 - 6.4 The Council is to apply each Development Contribution made by the Developer under this Agreement towards the public purpose for which it is made and otherwise in accordance with this Agreement.
 - 6.5 Despite clause 6.4, the Council may apply a Development Contribution made under this Agreement towards a public purpose other than the public purpose specified in this Agreement if the Council considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.

7 Timing of applications

- 7.1 The Developer is not to transfer the Eastern Land, or lodge a Development Application relating to the Eastern Land, other than a Development Application to subdivide the Eastern Land from the remainder of the Land, unless the Developer has first lodged a Development Application for the following:
 - 7.1.1 The subdivision of the Land (other than the Eastern Land), to create separate lots for Yamba Cottage, the Workers Cottage, 6 new dwelling lots adjacent to Yamba Cottage (**6 Lots**), an internal access road, and the Dedication Land;
 - 7.1.2 Construction of the internal access road;
 - 7.1.3 Upgrading and adaptive reuse of Yamba Cottage;
 - 7.1.4 Upgrading and adaptive reuse of the Workers Cottage; and
 - 7.1.5 Development of the 6 Lots,in accordance with the Development Concept Plan and the CMP.
- 7.2 The Developer must lodge an application for a Construction Certificate for the upgrading of Yamba Cottage and the Workers Cottage, and the construction of the internal access road, prior to making an application for a Subdivision Certificate for the 6 Lots.

8 Procedures relating to the dedication of land

- 8.1 A Development Contribution comprising the dedication of land is made for the purposes of this Agreement when the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer the title to the Dedication Land to the Council when registered.
- 8.2 For the purposes of clause 8.1:
 - 8.2.1 the Developer is to give the Council, for execution by the Council as transferee, an instrument of transfer under the *Real Property Act 1900* relating to the Dedication Land, and
 - 8.2.2 the Council is to execute the instrument of transfer and return it to Developer within 7 days of receiving it from Developer,



- 8.2.3 the Developer is to lodge the instrument of transfer for registration at the Department of Lands within 7 days of receiving it from the Council duly executed,
- 8.2.4 the Developer is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 8.3 The Developer is to give to the Council the instrument of transfer of the Dedication Land under clause 8.2.1 not later than 7 days before the date on which the Dedication Land is required to be dedicated to the Council.

9 Carrying out of Work

- 9.1 Any Work that is required to be carried out by the Developer under this Agreement is to be carried out in accordance with any design or specification for that Work specified by the Council, the CMP, the Revegetation Plan, any relevant development consent and any other applicable law, and otherwise to the satisfaction of the Council.
- 9.2 If the Developer is required by the Council to prepare or modify a design or specification relating to a Work for approval by the Council under clause 9.1, the Developer is to bear all costs relating to the preparation or modification and approval of the design and specification.

10 Access to the Land

- 10.1 The Developer is to permit the Council, its officers, employees, agents and contractors to enter the Land or any other land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Work or to remedy any breach of the Developer relating to the carrying out of a Work.
- 10.2 The Council is to permit the Developer to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Developer to carry out any Work under this Agreement that is required to be carried out on such land or to perform any other obligation imposed on the Developer by or under this Agreement.

11 Protection of people and property

- 11.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work that:
 - 11.1.1 all necessary measures are taken to protect people and property, and
 - 11.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 11.1.3 nuisances and unreasonable noise and disturbances are prevented.

12 Damage and repairs to Work

- 12.1 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council any loss or damage to a Work from any cause whatsoever

which occurs prior to the date on which the Work taken to have been completed under this Agreement.

13 Variation of Work

- 13.1 A Work is not to be varied by the Developer, unless:
 - 13.1.1 the Parties agree in writing to the variation, and
 - 13.1.2 any consent or approval required under the Act or any other law to the variation is first obtained, and
 - 13.1.3 the Developer bears all of the Council's costs of and incidental to agreeing to and approving the variation.
- 13.2 For the purposes of clause 13.1 a variation may relate to any matter in relation to the Works that is dealt with by this Agreement.

14 Procedures relating to the completion of Work

- 14.1 A Development Contribution comprising the carrying out of a Work is made for the purposes of this Agreement when the Council accepts the completion of the Work in accordance with this clause.
- 14.2 Subject to this Agreement, when the Developer considers that a Work required to be carried out by the Developer under this Agreement is complete, the Developer is to give to the Council a notice in writing to that effect (which in the case of the Works in Items 1 to 4 of Schedule 1, is to be accompanied by a certificate from a qualified, practising heritage consultant appointed by the Developer, and approved by the Council) stating that the Works are complete, and have been carried out as required by this Agreement.
- 14.3 The Council is taken to have accepted the completion of a Work that is the subject of a notice referred to in clause 14.2:
 - 14.3.1 where the Council has not given the Developer a Rectification Notice under clause 15.1 – at the expiration of the Defects Liability Period, or
 - 14.3.2 where the Council has given the Developer a Rectification Notice under clause 15.1 – on the date on which the Council gives the Developer a written notice stating that the defect the subject of the Rectification Notice has been rectified to the Council's satisfaction.

15 Procedures relating to the rectification of defects

- 15.1 During the Defects Liability Period, the Council may give to the Developer a Rectification Notice.
- 15.2 The Developer is to comply with a Rectification Notice at its own cost according to its terms and to the satisfaction of the Council.
- 15.3 If the Developer breaches clause 15.2, the Council may have the relevant defect rectified and may recover its costs of so doing as a debt due in a court of competent jurisdiction.



16 Failure to carry out Work

- 16.1 If the Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of any Work, the Council may elect to give the Developer a notice requiring:
 - 16.1.1 the carrying out of further work relating to the Work to immediately cease except in relation to the rectification of the breach, and
 - 16.1.2 the breach to be rectified to the Council's satisfaction, or
- 16.2 A notice given under clause 16.1 is to allow the Developer a period of not less than 28 days or such further period as the Council considers reasonable in the circumstances to rectify the breach.
- 16.3 Without limiting any other rights the Council has to enforce this Agreement, the Council may, if the Developer does not comply with a notice given under clause 16.1, carry out and complete the Work the subject of the Developer's breach.
- 16.4 Clauses 20 and 21 do not prevent a notice being given under clause 16.1 and do not apply to such a notice or the circumstances relating to the giving of that notice, and any procedure commenced under clause 20 or clause 21 ceases to apply when such a notice is given.

Part 3 – Other Provisions

17 Indemnity and Insurance

- 17.1 The Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with the carrying out by the Developer of any Work and the performance by the Developer of any other obligation under this Agreement.
- 17.2 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Agreement up until the Work is taken to have been completed in accordance with this Agreement:
 - 17.2.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
 - 17.2.2 public liability insurance for at least \$10,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
 - 17.2.3 workers compensation insurance as required by law, and
 - 17.2.4 any other insurance required by law.



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- 17.3 If the Developer fails to comply with clause 17.2, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including, recovery as a debt due in a court of competent jurisdiction.
 - 17.4 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 17.2.

18 Recovery of cost of Work carried out by the Council

- 18.1 If the Council incurs a cost in carrying out, completing or rectifying a defect in a Work, the Council may recover the cost from the Developer in a court of competent jurisdiction.
- 18.2 For the purpose of clause 18.1, the Council's costs of carrying out, completing or rectifying a defect in a Work includes, but is not limited to:
 - 18.2.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
 - 18.2.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
 - 18.2.3 without limiting clause 18.2.2, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with this Agreement.

19 Enforcement in a court of competent jurisdiction

- 19.1 Without limiting any other provision of this Agreement, the Parties may enforce this Agreement in any court of competent jurisdiction.
- 19.2 For the avoidance of doubt, nothing in this Agreement prevents:
 - 19.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates,
 - 19.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

20 Dispute Resolution – expert determination

- 20.1 This clause applies to a dispute under this Agreement which relates to a matter that can be determined by an appropriately qualified expert.
- 20.2 Any dispute between the Parties as to whether a dispute to which this clause applies can be determined by an appropriately qualified expert is to be referred to the Chief Executive Officer of the professional body that represents persons with the relevant expertise for determination, which is to be final and binding on the Parties.

- 20.3 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 20.4 If a notice is given under clause 20.3, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 20.5 If the dispute is not resolved within a further 28 days, the dispute must be referred to the President of the NSW Law Society to appoint an Expert for Expert Determination.
- 20.6 The Expert Determination is binding on the Parties except in the case of fraud or misfeasance by the Expert.
- 20.7 Each Party must bear its own costs arising from or in connection with the appointment of the Expert and the Expert Determination.

21 Dispute Resolution - mediation

- 21.1 This clause applies to any dispute under this Agreement other than a dispute to which clause 20 applies.
- 21.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 21.3 If a notice is given under clause 21.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 21.4 If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of the Law Society, or the President's nominee, to select a mediator.
- 21.5 If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

22 Registration of this Agreement

- 22.1 The Parties agree to register this Agreement subject to obtaining the agreement of the persons specified in s93H(1) of the Act.

23 Assignment, Sale of Land, etc

- 23.1 Unless the matters specified in clause 23.2 are satisfied, the Developer is not to do any of the following:
 - 23.1.1 if the Developer is the owner of the Land, to transfer the Land, other than a Final Lot to any person, or
 - 23.1.2 assign or novate to any person the Developer's rights or obligations under this Agreement.
- 23.2 The matters required to be satisfied for the purposes of clause 23.1 are as follows:



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- 25.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 25.3.1 delivered, when it is left at the relevant address,
 - 25.3.2 sent by post, 2 business days after it is posted, or
 - 25.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 25.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

26 Approvals and Consent

- 26.1 Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party.
- 26.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

27 Costs

- 27.1 The Developer is to pay to the Council the Council's costs not exceeding \$10,000 of preparing, negotiating, executing and stamping this Agreement, and any document related to this Agreement within 7 days of a written demand by the Council for such payment.
- 27.2 The Developer is also to pay to the Council the Council's costs of enforcing this Agreement within 7 days of a written demand by the Council for such payment.

28 Entire Agreement

- 28.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.
- 28.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

29 Further Acts

- 29.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

30 Notations on section 149(2) Planning Certificates

- 30.1 The Parties agree that the Council may, in its absolute discretion, make a notation under section 149(5) of the Act regarding this Agreement on any certificate issued under section 149(2) of the Act relating to the Land.

31 Governing Law and Jurisdiction

- 31.1 This Agreement is governed by the law of New South Wales.
- 31.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 31.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

32 Joint and Individual Liability and Benefits

- 32.1 Except as otherwise set out in this Agreement:
- 32.1.1 any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and
- 32.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

33 No Fetter

- 33.1 Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

34 Representations and Warranties

- 34.1 The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

35 Severability

- 35.1 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 35.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.



36 Modification

- 36.1 No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

37 Waiver

- 37.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 37.2 A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given.
- 37.3 It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

38 GST

- 38.1 In this clause:
- Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.
- GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
- GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.
- Taxable Supply** has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.
- 38.2 Subject to clause 38.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 38.3 Clause 38.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 38.4 No additional amount shall be payable by the Council under clause 38.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 38.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party



that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:

- 38.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 38.5.2 that any amounts payable by the Parties in accordance with clause 38.2 (as limited by clause 38.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 38.6 No payment of any amount pursuant to this clause 38, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 38.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 38.8 This clause continues to apply after expiration or termination of this Agreement.

39 Explanatory Note Relating to this Agreement

- 39.1 The Appendix contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.
- 39.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Planning Agreement.



Execution

Executed as an Agreement

The Seal of Council was affixed pursuant to a Council resolution dated 26th day of MAY, 2009

Dated: _____



Executed on behalf of the Council

General Manager

(Mayor)

Witness/Name/Position

Executed on behalf of the Developer in accordance with s127(1) of the Corporations Act (Cth) 2001

Name/Position

Justice of the Peace
Witness/Name/Position in the state of NSW Australia
Leanne Margaret Steele 189056

Name/Position

22.5.2009
Date



Schedule 1

(Clause 6)

Development Contributions

Column 1	Column 2	Column 3	Column 4
Item	Public Purpose	Manner & Extent	Timing
Carrying out of Work			
1. Interim Protective Measures	Heritage conservation	The Interim Protective Measures referred to in the CMP, and securing of Yamba Cottage against vandalism and degradation by implementation of the On-going Maintenance Schedule contained in the CMP.	To commence on the date of this Agreement and to be completed within 21 days.
2. Upgrade of Yamba Cottage and Workers Cottage	Heritage Conservation	The upgrade and adaptive reuse of Yamba Cottage and the Workers Cottage in accordance with the CMP	Prior to the sale of the fourth of the 6 Lots and prior to the issue of the final Subdivision Certificate for the Eastern Land Development.
3. Conservation works to the barn and roadside stall	Heritage Conservation	The works to the barn and the roadside stall detailed in the Schedule of Conservation Works in the CMP	Prior to the sale of the fourth of the 6 Lots, and prior to the issue of the final Subdivision Certificate for the Eastern Land Development.
4. Other conservation works	Heritage Conservation	All remaining works referred to in the Schedule of Conservation Works in the CMP.	Prior to the sale of the fourth of the 6 Lots



5.Revegetation Works	Environmental Protection	The revegetation works described in the Revegetation Plan, and maintenance of those works for a period of 12 months.	The Revegetation Works are to be completed prior to the issue of the first Occupation Certificate for the Eastern Land Development.
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Dedication of Land

6. Dedication of land	Open Space	Dedication of the Dedication Land	Within 7 days of the grant of a Subdivision Certificate which creates the Dedication Land as a separate lot.
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Schedule 2

(Clause 1.1)

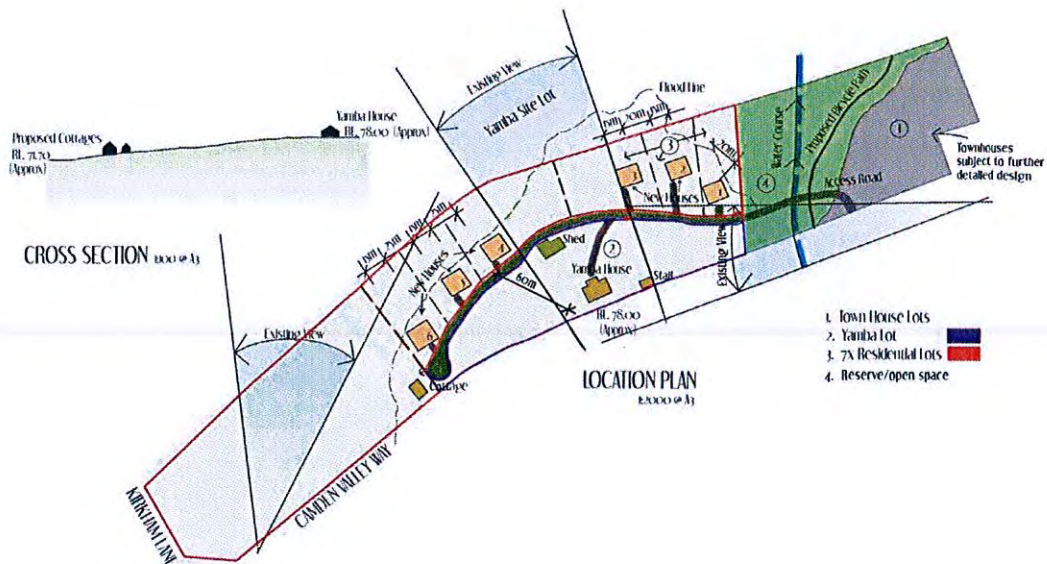
Conservation Management Plan

See Appendix 1 at the end of this Agreement.



**Schedule 3
 (Clause 1.1)**

Development Concept Plan



Appendix



(Clause 42)
Environmental Planning and Assessment Regulation 2000
(Clause 25E)

Explanatory Note

Draft Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Parties

Camden Council ABN 31 117 341 764 of 37 John Street, Camden NSW 2570 (**Council**)
Joseph Mourched of 137 Heath Street, Leppington NSW 2179 (**Developer**)

Description of the Land to which the Draft Planning Agreement Applies

Lot 10 in DP 1103895, known as 181 Camden Valley Way, Kirkham.

Description of Proposed Development

The development of the Land for:

- Medium density development on the Eastern Land;
- 6 new dwelling lots;
- Heritage conservation works;
- Revegetation works; and
- Internal access road.

Summary of Objectives, Nature and Effect of the Draft Planning Agreement



Objectives of Draft Planning Agreement

To ensure the heritage conservation of Yamba Cottage and associated buildings, and the revegetation and dedication to the Council of certain land.

Nature of Draft Planning Agreement

The draft Planning Agreement provides for:

- the heritage conservation and adaptive reuse of Yamba Cottage and associated buildings, and
- the revegetation and dedication to the Council of certain land,

by the Developer at specified times during the carrying out of development on the Land.

Effect of the Draft Planning Agreement

The draft Planning Agreement:

- relates to the carrying out by the Developer of development on the Land,
- does not exclude the application of s 94, s 94A and s94EF of the Act to the Development,
- provides that the Developer is not to commence or maintain, or cause to be commenced or maintained, any proceedings in the Land and Environment Court involving an appeal against, or questioning the validity of, a Development Consent relating to the Development or an approval under s96 of the Act to modify a Development Consent relating to the Development to the extent that it relates to the existence of the Agreement or requires any aspect of the Agreement to be performed according to its terms,
- imposes obligations on the Developer in relation to the carrying out of specified Works, the handing over of those Works to the Council and the rectification of defects in those Works,
- imposes obligations on the Developer in relation to the dedication of land to the Council,
- requires the Developer to pay to the Council certain amounts of Council's costs in preparing and entering into the Agreement,
- is to be registered on the title to the Land,
- imposes restrictions on the Parties transferring the Land or part of the Land or assigning an interest under the Agreement,
- provides two dispute resolution methods for a dispute under the Agreement, being expert determination and mediation,
- provides that the Agreement is governed by the law of New South Wales, and
- provides that the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) applies to the Agreement.

Assessment of the Merits of the Draft Planning Agreement



The Planning Purposes Served by the Draft Planning Agreement

The draft Planning Agreement facilitates:

- the conservation, adaptive reuse and ongoing maintenance of heritage items which are significant to the local community,
- the carrying out of revegetation works on certain land,
- the dedication of that land to the Council for the purpose of public open space, and
- the carrying out of the above in a timely manner in connection with the development of the Land by the Developer.

How the Draft Planning Agreement Promotes the Public Interest

The draft Planning Agreement promotes the public interest by:

- providing for the conservation, adaptive reuse and ongoing maintenance of heritage items which are significant to the local community,
- providing for the carrying out of revegetation works on certain land, and
- providing for the dedication of that land to the Council for the purpose of public open space, and

therefore promotes the objects of the Act as set out in s5(a)(i), (ii), (iv), (vi) and (vii) of the Act.

For Planning Authorities:

Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities

N/A

Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted

N/A

Councils – How the Draft Planning Agreement Promotes the Elements of the Council's Charter

The Draft Planning Agreement promotes the following elements of the Council's charter:

- *Provide adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively.*

The draft Planning Agreement promotes this element by providing for the dedication of certain land to the Council for the purpose of public open space.

- *Manage, develop, protect, restore, enhance and conserve the environment of the area for which the Council is responsible, in a*



manner that is consistent with and promotes the principles of ecologically sustainable development.

The draft Planning Agreement promotes this element by providing for the conservation, adaptive reuse and ongoing maintenance of specified heritage items, and the carrying out of revegetation works and ongoing maintenance on certain land.

- *Keep the local community informed about its activities.*

This element is promoted by the public exhibition of the draft Planning Agreement, and the public notification of that exhibition period, by the Council.

All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority’s Capital Works Program

Yes.



APPENDIX 1

Conservation Management Plan



GRAHAM BROOKS
AND ASSOCIATES
ARCHITECTS
PLANNERS AND
HERITAGE
CONSULTANTS

Mr N Mourched

Yamba Cottage Site
Camden Valley Way, Kirkham
Conservation Management Plan



November 2008

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Executive Summary

The primary implications arising from the assessed significance of the Yamba Cottage site that will become the basis for the conservation policies are as follows:

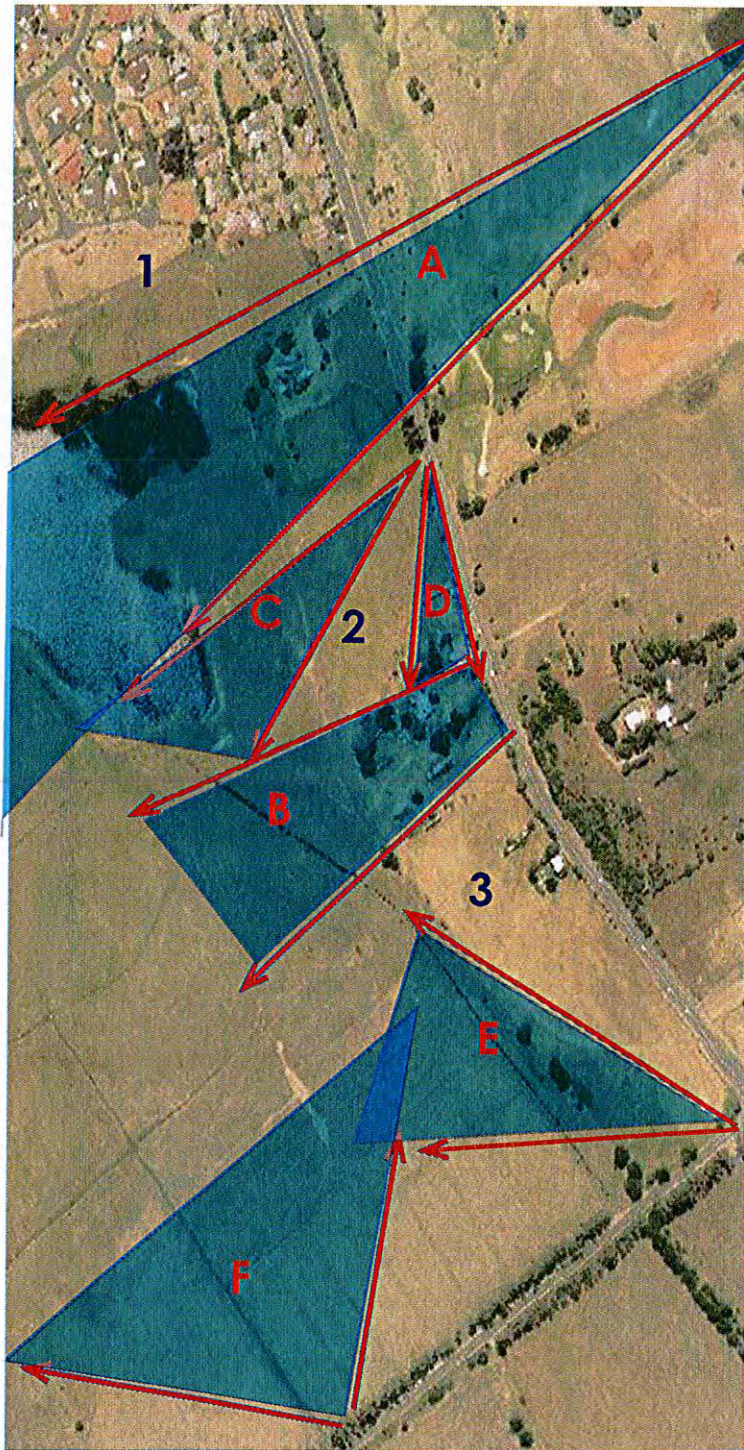
- The majority of the rural land within the subject site to the east and west of the main building group should remain largely undeveloped with the exception of the three dwellings on either side of the Yamba Cottage group to maintain the site's contribution to views across the floodplain and separation between the towns of Narellan and Camden.
- Yamba Cottage, its garden to the highway and the core of the main barn (Building 8) together with the packing shed/roadside stall (Building 6) should be retained, adapted and re-used potentially in conjunction with the introduction of new buildings of a similar scale that reinforce the sense of a contained group within the wider landscape.
- There is no heritage based requirement to retain the remainder of the outbuildings other than the worker's cottage (Building 15) on the site.
- There is no heritage based requirement to retain the eastern segment of the site beyond the creek line as rural landscape if it can be better developed to reinforce the built edge of this part of Narellan.

Identified view corridors and visual curtilage that will both protect the rural setting of Yamba and maintain existing sub-regional outlooks are detailed on the diagram below. Accordingly, three areas within the overall site have been identified where further development can occur without negatively impacting on the heritage significance and setting of Yamba Cottage and the locality in general (see diagram below).

A separate Voluntary Planning Agreement has been prepared at the suggestion of Camden Council. The VPA provides a series of milestones to connect and coordinate the conservation of the historic buildings with the progressive subdivision development of the surrounding land.

In preparing future development proposals for the site, the developer should ensure that its obligations under the VPA, and the relationship between the VPA and this CMP, are fully understood.

Site Development Potential



- Areas A,B,C,D and E have been identified as the critical corridors to be retained and protected
- 1, 2 and 3 are identified as the potential area for additional development

View Corridor A - from Studley Park
This long distance view corridor looks out towards the floodplain landscape with Yamba cottage group to one side in the middle distance.

View Corridor B - Yamba Cottage outlook

View Corridor C - Floodplain outlook from Camden Valley Way (east)

View Corridor D - Yamba Cottage group viewed from Camden Valley Way (east)

View Corridor E - Floodplain outlook from Camden Valley Way and Kirkham Lane

View Corridor F - Along Kirkham Lane to the cottage group on the ridgeline

- Area 1 - the eastern most portion of the overall site to the east of the creekline and adjacent to existing residential development
- Area 2 - a portion on the eastern slope below the Yamba group
- Area 3 - a portion on the western slope below the Yamba group and to the north of the worker's cottage (Building 15)

Area 1 - suitable for townhouse style development

Areas 2 and 3 - for a small number of isolated houses set low on the sloping topography.

Building Application/ Development Potential



Plan of site showing group of buildings. The buildings marked with a red number are to be retained and those with a white number can be removed

Retain and Adapt

- Yamba Cottage - Building No 1
- Core of Barn/Shed - Building No 8
- Packing Shed/Roadside Stall (Building No 6)
- Second cottage - Building 15

Demolition Acceptable

- Lean-to carport (Building No 2)
- Lean- to at rear (Building No 3)
- Lean- to at rear (Building No 4)
- Shed (Building No 5)
- Small Shed (Building No 7)

Introduction

1.0

1.1 Background

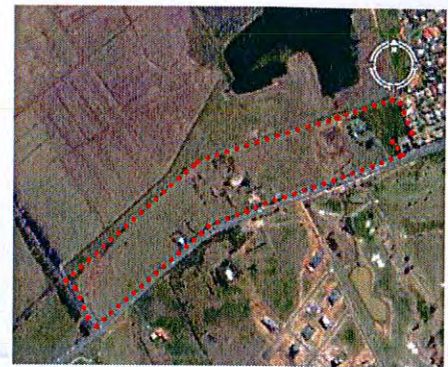
This CMP seeks to address a range of heritage issues for the ongoing heritage management of 'Yamba' cottage and associated buildings in the proposed development of the site into the immediate and foreseeable future. These considerations include:

- Review and concisely recapture the history, description and Statement of Significance of the historic building, 'Yamba' Cottage and associated outbuildings, gardens and grounds
- Identify and assess the critical physical, historical and visual relationship between all elements on the site as well as views to and from the site
- A Heritage Assessment of the second cottage, outbuildings, gardens and grounds.
- Identify opportunities for maintaining any aspects of the built elements
- Propose possible integration of any elements of the site in a manner that recognises the significance of the property in the history of the local area.
- Provide a justification for the selection of the preferred option
- Contextualise the above in consideration of any relevant Heritage Office Guidelines
- An analysis of the impact of development on the site with regards to protecting views from Camden Valley Way and Studley Park House
- Propose policies for ongoing management of the site
- Inform the preparation of the draft LEP (Draft LEP 145) and to establish the proposed future use of the site.

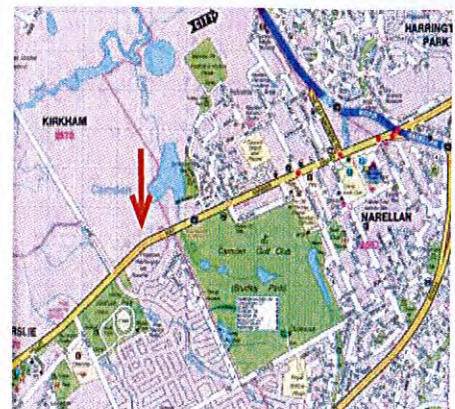
As required by Camden Council the CMP will act as the overall document for the combined response to heritage related issues in the preparation of a draft LEP and proposed future use of the site.

Following a review of the draft CMP and in response to Council's comments dated 4 April, 17 June, 29 July and 28 August 2008 and the site inspection of 13 May 2008, the following aspects have been incorporated to allow Council to facilitate and manage the ongoing conservation of Yamba cottage, significant outbuildings and its rural setting.

- The role and significance of the second cottage and the roadside stall /packing shed located adjacent to Camden Valley Way.



Aerial view showing the subject site. The boundary of the site is marked by a dotted red line
Source: Google Earth



Site location.
Source: Streetdirectory.com

- Further consideration of the importance of the site to the local community and historical societies/groups.
- An appropriate timing for a future archaeological assessment in the vicinity of Yamba cottage and its outbuildings.
- Potential future uses of Yamba Cottage and the site.
- Vehicular access and car parking.
- Potential locations for future buildings which respect the curtilage around Yamba cottage.
- Formalising the process for the conservation and maintenance of Yamba by means of a draft Voluntary Planning Agreement.

1.2 CMP Objectives

The main objective of this CMP is guide the overall management of heritage issues for the Yamba Cottage site. It has been prepared to inform the preparation of a draft LEP (Draft LEP 145) for part of the site and to establish the proposed future uses of the remainder of the site. The plan has been prepared to ensure an appropriate level of detail for Council's consideration, public authority comment and public exhibition.

1.3 Report Structure

The CMP concentrates on Yamba Cottage and the group of remanant buildings on the site, west of the creek line. A separate set of policies has been identified for the area of the site to the east that is the subject of the proposed rezoning and future residential development.

This Conservation Management Plan has been prepared in accordance with guidelines provided in *The Burra Charter: the Australia ICOMOS Charter for Places of Cultural Significance*, 1999, also known by its more common title *The Burra Charter*. *The Burra Charter* and *The Australian Natural Heritage Charter* both provide definitions, principles and processes, for the conservation of items of cultural significance.

This *Conservation Management Plan* also follows guidelines set out in the *NSW Heritage Manual*. The aim of these documents is to assist with the identification of items of heritage significance. This assessment assists in providing

guidance on substance, structure and methodology for the writing of effective conservation management plans.

This Report is divided into sections, dealing with the history of the building and its immediate area, the physical description of the buildings, the assessments of the building's significance, options for ongoing use of the buildings including constraints and opportunities, while the final section contains an ongoing Schedule of Conservation Works and a Maintenance Strategy.

1.4 Site Identification

The subject site is situated on the northern side of Camden Valley Way on the outskirts of the township of Narellan in the Municipality of Camden. Camden Golf Course is located on the southern side of Camden Valley Way, opposite the subject site.

The property is identified by the NSW Department of Lands as Lot 3 DP 817940.

1.5 Heritage Management Framework

Yamba Cottage and the associated buildings are not identified as items of local significance in the Camden LEP 1992. The buildings and site are not identified on the non statutory listings for the Register of the National Estate or the National Trust.

1.6 Authorship

This Conservation Management Plan has been prepared by Marion Landau, heritage consultant of Graham Brooks and Associates and has been reviewed by the Director, Graham Brooks. Unless otherwise noted all of the photographs and drawings in this report are by Graham Brooks and Associates. Historical research has been provided by Jennifer Grant Jary.

1.7 Report Limitations

This report is limited to the investigation of the European history of the site. Recommendations have been made on the basis of archival material and inspections of the existing buildings on site.

1.8 Acknowledgements

GBA would like to acknowledge the assistance and information offered by Pam Brown of the History of Narellan Project.

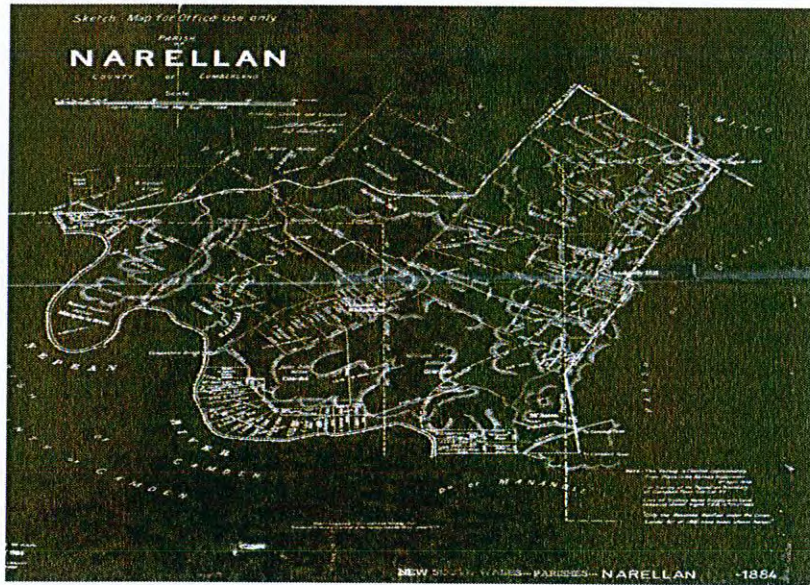


Figure 2. Parish Map of Narellan 1882/84, detail produced prior to completion of the tramway.

Source: Mitchell Library

After 1871, the property was no longer in the hands of the Oxleys. The Honorable James White MLC and his wife were the owners of Kirkham Estate, having bought it in around 1871 from John Norton Oxley.² The Honorable James White, MLC appears in the Wise's Directories from 1886/87 at Camden as well as at his property "Cranbrook" in Sydney's eastern suburbs.³ After his death, Mrs James White is listed between 1896 and 1897 at Kirkham Station, Narellan. At her death the property passed to Mr Harry MacKellar,⁴ and he subdivided the land.

By 1882 the Camden to Campbelltown tramway had been constructed and ran for some distance through the properties and not far from the main road. There were stops at Camden, Kirkham Lane, Graham's Hill and Narellan from the very beginning. In 1893 a station also opened at Elderslie. The steam trams or trains moved produce, including milk from local dairy operations, several times a day.

² George Mackaness, "Kirkham Estate – An Account by John Oxley's Grandson, 1922", Journal of the RAHS Vol 49 Pt 4, 1963.

³ He is no longer listed there in 1892/93, possibly because he died around that time

⁴ Henry is listed as overseer of Camden and also at Kirkham Station, Narellan between 1898 and 1900.

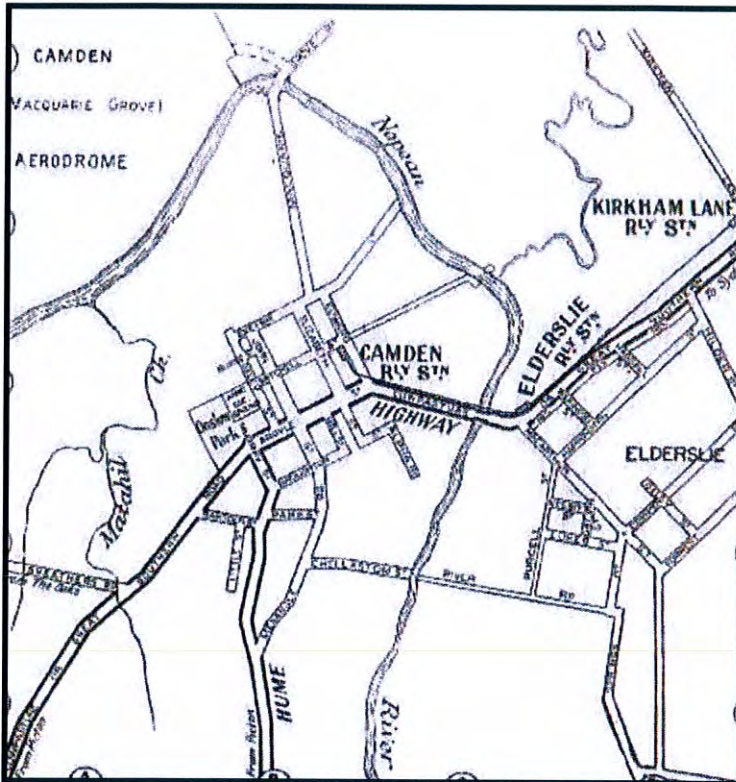


Figure 3: Camden to Campbelltown Tramway. (Source: Dunn and Merchant ⁵)

The farmer Richard Bellingham purchased some parcels of this land from the owners of the estate through Henry Lamont Mackellar Esq on 28 May 1900 ⁶. At the same time he obtained a mortgage on it from Henry Mackellar. This mortgage was discharged in 1902. Richard was the son of George Bellingham who had been in the neighbourhood for a very long time and had worked on the Kirkham estate for John Oxley's family ⁷. When Richard died the land was inherited by his son-in-law James Wasson and his spinster daughter Martha Elizabeth.

⁵ Ian Dunn and Robert Merchant, *Pansy The Camden Tram – An Illustrated History of the Campbelltown to Camden Branch Railway*, NSW Rail Transport Museum, Sydney, 1983.

⁶ Old System Title Book 665 No 826 and Book 666 No 254.

⁷ The Wise's Directory lists Richard Bellingham as a farmer at Narellan, but he died later in 1901



Figure 4: Portion of Parish of Narellan map 1905 showing Campbelltown to Camden rail line. (Source: Mitchell library)

Meanwhile the Simpson family were farming not far away at Cobbitty. The Vermont farming property was quite extensive. In 1903 14 horses and 175 cattle ran on it.⁸ On 13th December 1905 the widow Mary Simpson of Vermont near Camden bought a parcel of 32 acres and 4 perches⁹ along with a second parcel measuring 18 acres 1 rood and 30 perches, at a public auction of Richard Bellingham's estate. The first parcel of land was bound by the main road, Kirkham Lane and the railway and included the 27 acres 3 roods and 20 perches of land later purchased by the Longleys to form their Yamba farm. The 32 acre property extended along the main road in 1905 for around 6,000 links. Dugald and John Duncan and Kenneth were amongst the children of Mary Simpson of Vermont. Dugald and John Simpson have appeared around this time listed together as farmers at Narellan.¹⁰ Kenneth Simpson appears as the pastoralist at Vermont after Mary's death.

The other parcel of land purchased by Mary appears to be a section of Kirkham Estate land not on the main road but bordering the railway as well. They had great access to both the main road and the railway.

The parcel of land on which Yamba was built was bought by Frederick Longley in 1915 from Dugald Simpson, a Narellan farmer and Charlotte Simpson, widow of Kenneth McKenzie Simpson.¹¹ John Duncan Simpson still had at least 4 acres and 24 perches of land bordering the east of Yamba's land when Frederick bought it.

⁸ Sands Pastoral Directory 1903. She was also listed from 1898-1900 at Vermont. Between 1905 and 1910 Vermont has become the property of her son K. Simpson and the number of horses and cattle on the property has halved.

⁹ Old System Title Book 726 No 343.

¹⁰ Wise's Directories from 1904.

¹¹ Old System Title Book 1055 No 11

Throughout the latter part of the nineteenth century and up until Frederick Longley purchased the land in 1915 and built Yamba Cottage, profitable farming was very likely to have been carried out on the land. The steam trams or trains ran along the back of the property from the early 1880s and the Kirkham Lane (formerly Penrith Road) stop was diagonally opposite a corner of that land.

History of Yamba

The Longley family built this house when Frederick Longley bought the land in 1915.¹² It has been used for nearly nine decades as a family home, a farmhouse and a business address by members of the Longley family. The property extends from the corner of Kirkham Lane easterly along Camden Valley Way (formerly Cowpasture or Great South(ern) Road) for a distance of more than 5,000 links. It is bordered to the north (rear) by a line nearly parallel to where the Camden to Campbelltown Tramway used to run.

Frederick Longley came from a family of farmers and orchardists. His father James Longley worked a farm of 145 acres at Badgerys Creek, which he had bought in 1862.¹³ His older brothers worked with their father James at the nursery in Orange Hill Bringelly.¹⁴ These brothers William and James junior later became farmers and fruitgrowers at Luddenham and Badgerys Creek in their own right.¹⁵

Frederick Longley married Catherine (Cassie) Ann(e) Martin in 1880 at Berrima. He became a school teacher and they moved around the countryside of New South Wales from school to school for more than two decades. According to the relevant Wise PO Directories, Frederick was a school master in such places as Nundle, between 1886 and 1890, and Goulburn between 1894 and 1904. They had several children, most of whom died very young. Frederick Stanley was born in Argyle in 1883 and survived as did two of his brothers, Ivo Carrington and George Osborne Longley, who were born in Nundle.¹⁶

By 1906 Frederick senior had moved to Nar(r)ellan and was established there as the local schoolmaster between 1906 and 1915. In 1915 he purchased the property on which Yamba stands from the Simpsons.¹⁷ From that time onwards, the Wise Directories continue to list Frederick at Narellan but no longer with the title of teacher. He and his son must have set up in the old family business because Frederick senior appears listed as an orchardist at Narellan between 1922 and 1925.

12 Recent articles in the Camden Advertiser claim that Yamba Cottage was built for Narellan Primary School headmaster Frederick Longley in 1913. See article 8th August 2007

13 Old System Title Book 78 No 912.

14 see Greville's PO Directory 1872

15 Wise's PO Directories 1894-1904

16 NSW Births Deaths and Marriages

17 Old System Title Book 1055 No. 11, Conveyance of land from Dugald Simpson and Charlotte Simpson to Frederick Longley, school master of Narellan, on 29th March 1915

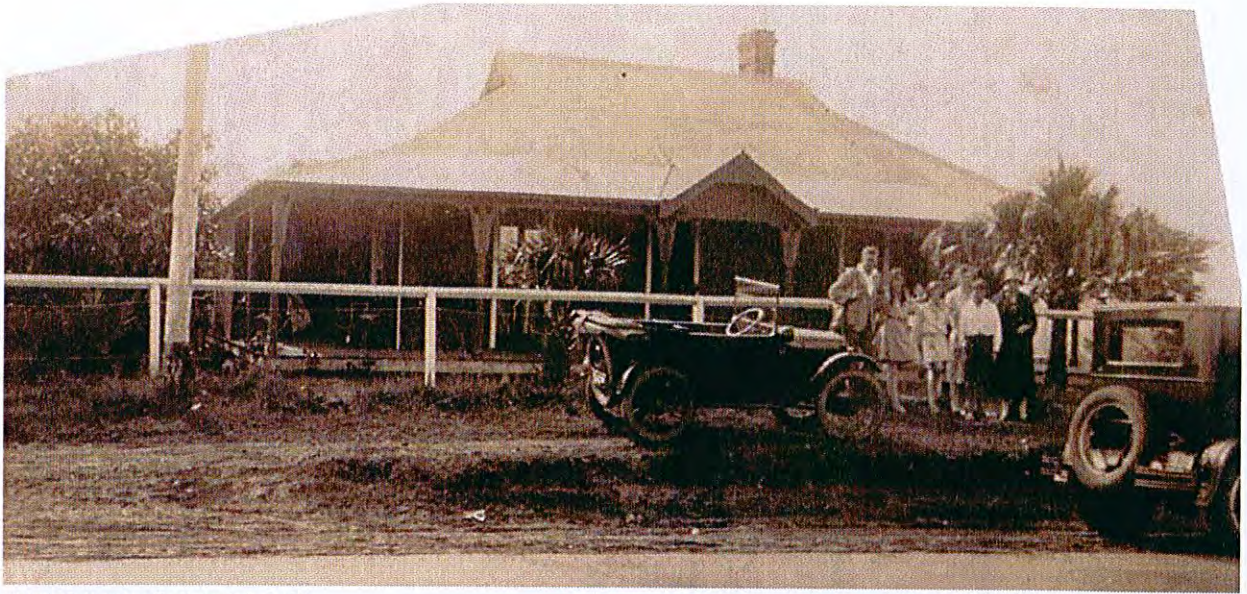


Figure 8: Yamba Cottage late 1920s
Source: History of Narellan Project, Longley Family photographs



Figure 9: Yamba Cottage c1955
Source: History of Narellan Project, Longley Family photographs

The land purchased from the Simpsons was a parcel of 27 acres 3 roods and 20 perches and fronted onto Camden Valley Way (at the time called the main road from Campbelltown to Camden). There was an established steam railway running adjacent to the back of the property¹⁸ and the western side was divided from the Kirkham Estate lands by Kirkham Lane.

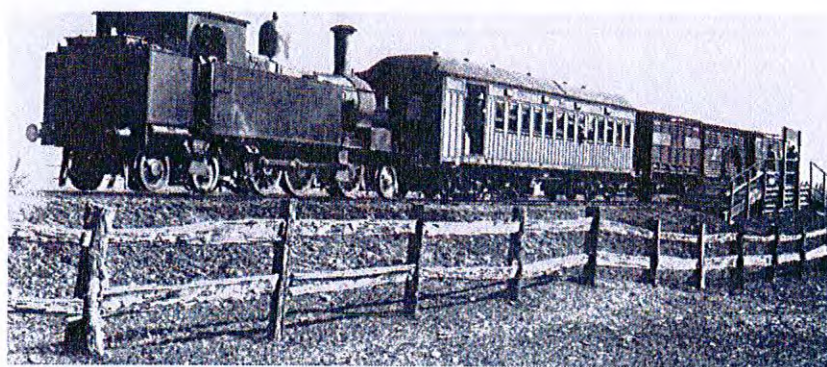


Figure 5: Train pausing at Kirkham about 1920 to load Milk churns for Sydney.
Source: *Dunn and Merchant*¹⁹

When Frederick Longley died the Longleys already operated multiple businesses of poultry farming, dairy farming, orchards and vigneron on the Yamba property and elsewhere. Frederick was buried in Manly cemetery in 1923 on Sydney's northern beaches. At the time he and his wife were visiting Auckland House on West Promenade "from "Yamba" Narellan²⁰. Catherine stayed on in Manly and until she died in 1940 and was buried beside her husband.

After his father's death, Frederick Stanley Longley bought out his parents' share in the land on which Yamba stands and their share of the family business which was carried on at Yamba. Old Systems Title Book 1405 no 613 referred to an agreement dated 31st December 1924 between Frederick Longley of Narellan farmer and (his son) Frederic(k) Stanley Longely setting out the "terms of the partnership then existing between them in the business of Poultry Farmers Dairy Farmers Orchardists and Vignerons carried on on the land and hereditaments"²¹.

18 The tramway was connected in 1882 and existed until 1963.

19 Ian Dunn and Robert Merchant, *Pansy The Camden Tram – An Illustrated History of the Campbelltown to Camden Branch Railway*, NSW Rail Transport Museum, Sydney, 1983.

20 Manly Cemetery CofE Burial Register, Manly Council Chambers Strongroom

21 Old System Title Book 1405 No. 613 Conveyance dated 8th July 1925 from Catherine Anne Longley of Manly NSW, widow and Frederick Stanley Longley of Narellan, farmer to Frederick Stanley Longley.

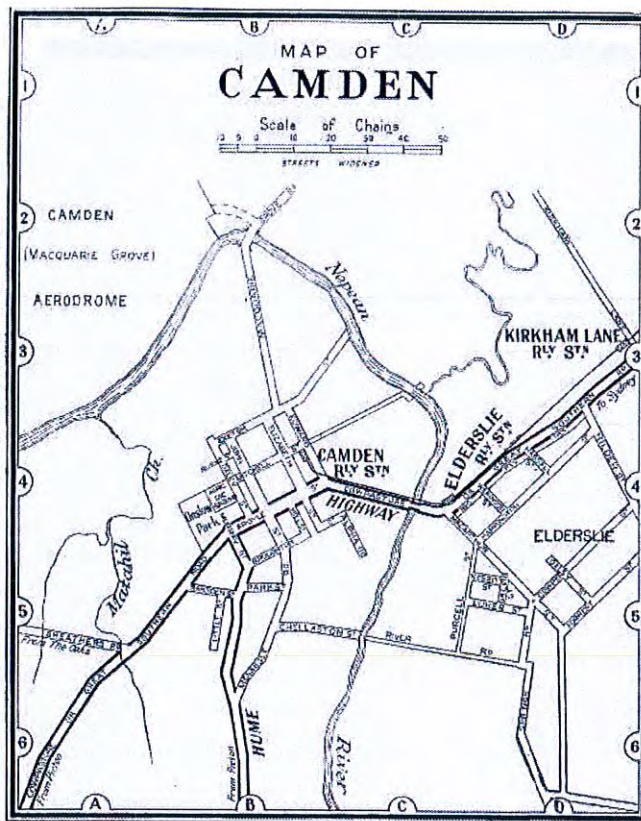


Figure 6: Camden NSW 1928 showing position of Kirkham Lane Railway Station²².
Source: Mitchell Library Small Pictures File

Frederick Stanley Longley's poultry farming is identified with its base in Camden from 1925²³. Meanwhile he continued the orcharding business he had developed with his father at Yamba²⁴. Throughout the rest of his life he carried on the various family enterprises taking advantage of the adjacent road and rail transport links adjacent to his property. There was a station on the Camden to Campbelltown railway on the other side of Kirkham Lane. A working timetable for the "up schedule" in 1947 shows that four goods train services, and one mixed with passengers as well, operated each day through Kirkham²⁵. The rail line was not closed until 1963. Frederick Stanley Longley died in Camden in 1964.

²² This map was still considered current in the early 1950s as it was included in the UBD Central and Southern NSW Directory 1952-53.

²³ From 1925 to 1940 in, the Wise's Directories

²⁴ An F. Longley continues to be listed as orchardist at Narellan between 1925 and 1930 and then a Stan Longley as orchardist at Narellan from 1931 to 1940.

²⁵ Ian Dunn and Robert Merchant, Pansy The Camden Tram – An Illustrated History of the Campbelltown to Camden Branch Railway, NSW Rail Transport Museum, Sydney, 1983, p 27.



Figure 7: A train passes Kirkham in the 1960s.
Source: *Dunn and Merchant*

It seems Frederick Stanley's brother George Oswald Longley had bought further lands nearby and across the road at Elderslie and Narellan. George notably purchased land from the Camden orchardist George Mitchell Gardner in 1921 in Elderslie for 1250 pounds (sold in September 1923 to David Roy Asimus) and then another piece of land from the Camden farmer Thomas Albury in 1927 for 200 pounds. The latter he held until 1941. There is no local reference for him in the Wise's Directories so it is not clear where he lived or when he and his family moved to Manly to join the boys' mother Catherine.

When Frederick Stanley Longley died in Camden his land and businesses passed to Jack Longley, at that time a farmer²⁶. In 1982 Jack Longley owned the land and controlled the family business through his company Jack Longley and Co Pty Limited. The company had its registered office at "Yamba" Narellan.

The following information was provided by Pam Brown who has been involved with the WRARG History of Narellan Project. Some of this information has been sourced from oral histories collected as part of this project.

Jack Longley's emphasis on pastoral activities was more on stone fruit production. To this end he removed the grapevines and planted the orchard growing mainly peaches and some nectarines. Between the rows of fruit trees he planted melons and pumpkins.

In addition Jack Longley raised a small number of freisian cattle for competition showing at the Camden Show. Other Yamba livestock included poultry which were caged at night to prevent

²⁶ Old System Title Book 3532 No. 118 dated 1982.



Figure : Chris Longley with some of the produce from Yamba
Source: History of Narellan Project, Longley Family photographs

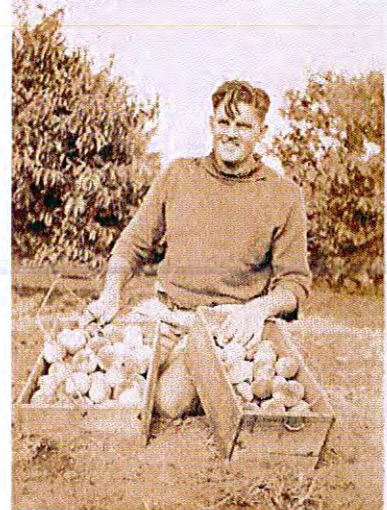


Figure : Jack Longley with his peaches from his orchard
Source: History of Narellan Project, Longley Family photographs

fox raids. Their 'hundreds of chooks' produced quality free range eggs which were sold both to the Egg Board and through their roadside stall. (Building 6). Ducks and drakes were also raised on the farm and were also sold through the roadside stall.

Based on oral histories gathered during the History of Narellan Project it appears that the western portion of the site towards Kirkham Lane was used for grazing cows. Poultry was raised in the area between the second cottage and the main Yamba group, whilst the eastern portion of the land appears to have been used for orchards.

Former stall worker Betty Yewen recalls that:

'At about 13 years old (1955) packed peaches after school and on week ends during the season. The packing shed was to the east of timber residence. [The] stall close to the road (Hume Highway) from where peaches, nectarines and eggs were sold. Weekends extremely busy, local and Sydney customers.'²⁷

The stall produce was advertised on signs on Camden Valley Way, facing back to Camden. The peach advertisement depicted two girls, and the store sold both white and yellow peaches.²⁸

The Longley's were helped on Yamba by Les Hickey who pruned the orchard for Jack, and worked 'most of his life maybe 50 years at Yamba'.²⁹ Les also resided at Yamba for a period as did a second 'big man' who worked for Jack Longley looking after the ducks and chickens. He lived in the Worker's Cottage (Building 15).³⁰

This 'big man' was possibly Perc Hirsch, an 'old man' who:

'lived in the fibro worker's cottage...He was pretty fit and would often walk into Camden, with a fly swish made from a tree branch. About 1970 Perc got sick and went into hospital. When he was due to come home a notice appeared in the local paper asking for volunteers to help get the house ready for his return. A few local people turned up on the allotted Sunday....[but Carol seems to think he never did come back to the house].'³¹

The construction date of what is identified above as the 'Worker's Cottage' (Building 15) is unrecorded. However based on an inspection of the exterior, it is thought to date from the Inter War decades and it was apparently made available for occupation for farm workers.

27 Interview with Betty Yewen, 3 June 2008, History of Narellan Project

28 Interview with Betty Scott, 10 June 2008, History of Narellan Project

29 Interview with Jean Longley, 11 September, 2005

30 Interview with Len English, 10 June 2008, History of Narellan Project

31 Interview with Carol and Ron Guyer, 17 June 2008, History of Narellan Project. Percy Randolph Hirsch died at Camden Hospital in 1970. Cert 24039/1970, NSW Registry of Births, Deaths and Marriages

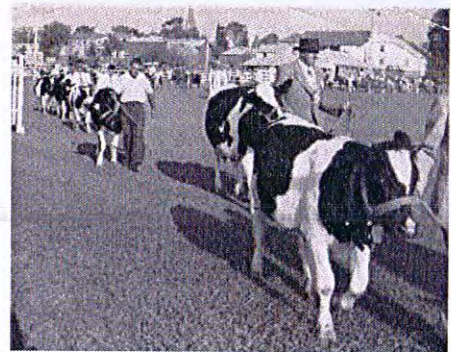
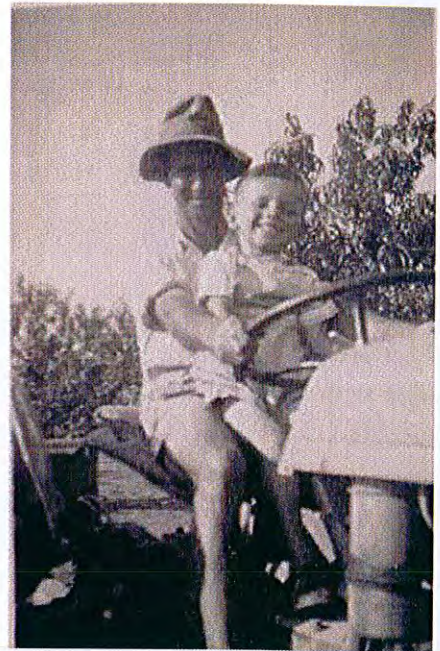


Figure : Jack Longley leading a freisian cow at the Camden Show
Source History of Narellan Project: The Longley family Photographs

Site Description

3.0

3.1 The Urban and Rural Context

The surrounding lands to the site represent a mixture of urban and rural landscapes and land uses.

The surrounding lands to the east and north east are urbanised, containing a mixture of low and medium density residential housing. Adjoining the eastern boundary of the land is part of The Links Residential Estate comprising small lot housing along Links Way and Brindibabella Lane. Further to the east, along Camden Valley Way is the Narellan Town Centre. Lying to the north are open landscape grazing paddocks, with Narellan Creek and the Kirkham rural residential estate in the distance. To the west along Camden Valley Way are further open landscape grazing paddocks also within the Narellan Creek floodplain. To the south and opposite the site on the Camden Valley Way are the Studley Park Golf Course and the Elderslie Urban Release Area. Studley Park, an item of State Heritage Significance, is situated within the grounds of the golf course in a well established garden with mature trees surrounding the residence. The cultural landscape setting includes important views that physically connect Studley Park to other nearby county estates such as Camelot and Kirkham Stables.

Camden Valley Way serves as an arterial road providing the original east-west link between Liverpool and Camden. Whilst east-west movements are now also accommodated by the Camden By Pass, Camden Valley Way still carries significant volumes of traffic and will continue to do so with the future development of the Elderslie Urban Release Area and beyond.

3.2 Site Context

The land has a frontage to Camden Valley Way of approximately 700m and frontage to Kirkham Lane of 95.1m.

The subject land is irregular in shape. Within its central portion, the land rises to a hilltop centred on Camden Valley Way and which provides the northern backdrop to Rheinberger's Hill. The remainder of the land has a gentle fall generally to the north. The site is predominantly



The subject site on the northern side of Camden Valley Way



The second cottage located further west along Camden Valley Way



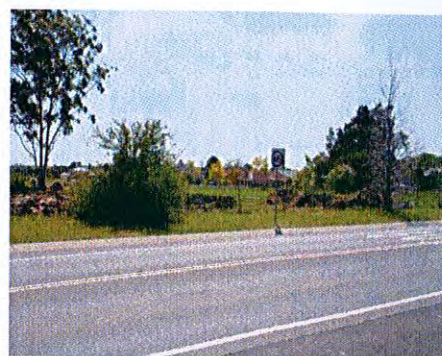
Residential development on the edge of the Narellan township

cleared of trees and contains no significant vegetation other than Palm trees within the curtilage of a homestead on the hilltop, known as 'Yamba' cottage. An intermittent watercourse, known as Condron Creek, traverses the site and eventually drains to Narellan Creek.

Yamba Cottage and the surrounding outbuildings are located on a rise on the northern side of Camden Valley Way, immediately west of Narellan. The subject buildings form part of a farm complex comprising the main cottage, barn, scattered lean to sheds and chicken runs. A second cottage is located further west along Camden Valley Way on the peak of the rise in the road.

The main cottage with its hipped and gabled form is set back from the road behind a timber rail fence with chain mesh below. A mature Cyprus pine planted on the street verge, together with mature palms planted in the front garden of the main cottage are prominent on the rise of Camden Valley Way. A driveway accesses a lean-to garage on the western side of the cottage.

A group of remnant outbuildings, including barns, sheds and poultry runs are located behind the main cottage. Further west along Camden Valley Way, a second cottage is located well to the west of Yamba Cottage and the main group of buildings.



Adjoining the eastern boundary of the land is part of The Links Residential Estate comprising small lot housing along Links Way and Brindibabella Lane



To the north is open landscape grazing paddocks, with Narellan Creek and the Kirkham Rural Residential Estate in the distance.



Yamba Cottage and the group of outbuildings to the north as viewed from Kirkham lane



A contour map of the subject site and surrounding land, indicating the nature of the low lying flood plain and gentle rise of the hill on which the main cottage and group of outbuildings have been constructed.

Source: Camden Council Mapping Section

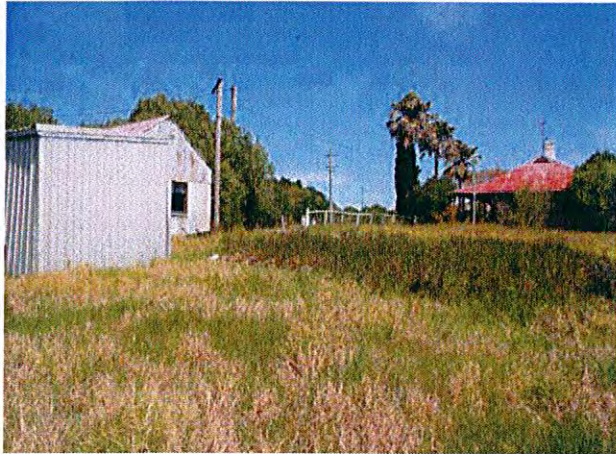


3.3 Site Arrangement

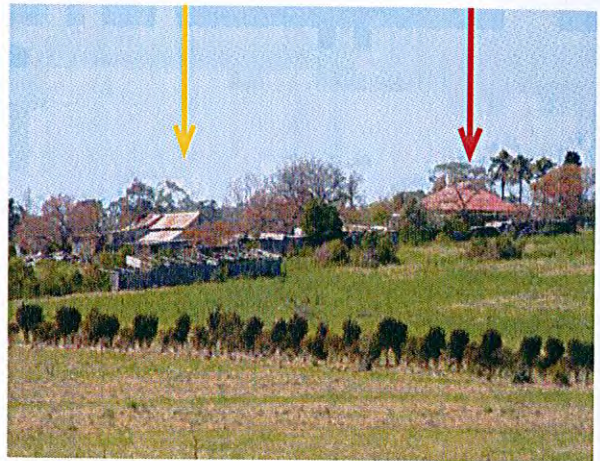


Aerial photograph showing Yamba Cottage and associated outbuildings. Each building has been identified numerically as follows:

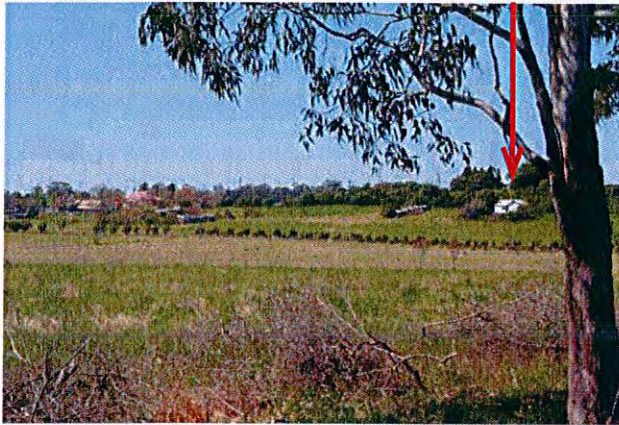
1. Yamba Cottage
2. Lean-to carport
3. Lean-to at rear
4. Lean to at rear
5. Shed
6. Roadside stall/packing shed
7. Small Shed
8. Barn/Milking Shed
9. Small Shed
10. Chicken Run
11. Chicken Run
12. Chicken Run
13. Chicken Run
14. Chicken Run
15. Second Cottage (Worker's Cottage)



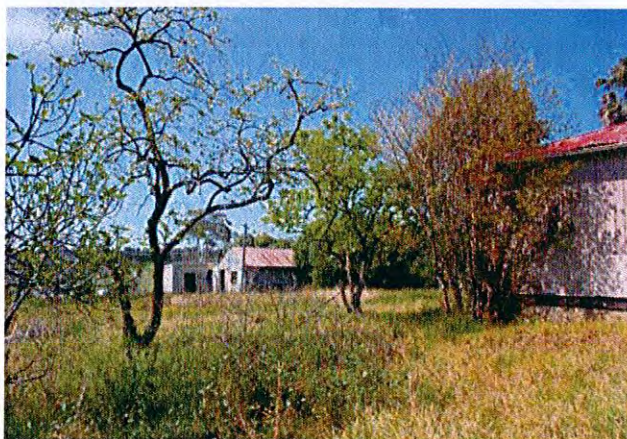
Yamba Cottage and arrangement of outbuildings to the east of the main cottage as viewed from the east



Arrangement of outbuildings to the north and north west of Yamba Cottage as viewed from the northwest. The main cottage is marked with a red arrow and the main barn with a yellow arrow



Arrangement of buildings on the site as viewed from the northwest along Kirkham Lane. Of note is the second cottage to the right of the photograph which is marked by the red arrow.



Outbuildings to the east as viewed from the rear of Yamba Cottage together with remnant trees.

3.4 Description of the Buildings

- 3.4.1 Building No 1 - Yamba Cottage
- Structure No 2 - Carport
- Structure No 3 - Lean-to at rear
- Structure No 4 - Lean-to at rear

Yamba Cottage presents to Camden Valley Way as a modest single storey weatherboard cottage set in a garden characterised by a remnant planting of three mature palms and one semi-mature palm in a row to the street frontage.

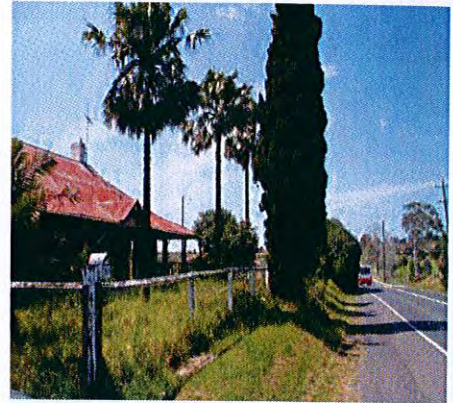
The cottage is characterised by:

- some elements of the federation style, although humble in presentation
- timber weatherboards
- steeply pitched hipped roof with featured gablet to street frontage and small roof gablets to the east and west
- covered verandah with timber floorboards, balustrades and posts
- masonry chimney
- brick piers below timber flooring
- lathe and plaster walls
- Proprietary pressed metal ceilings

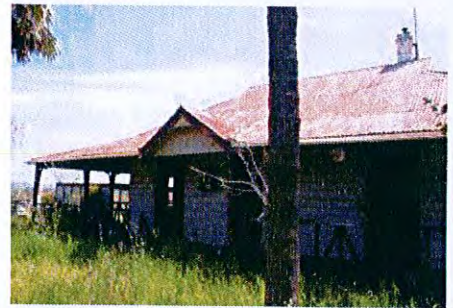
Later modifications are indicated on the accompanying plan and include:

- enclosure of part of verandah on northern side for additional accommodation
- enclosure of northern end of verandah on eastern side to accommodate Bedroom 4
- Enclosure of part of verandah on western side to accommodate Bedroom 3
- Construction of carport- a rudimentary lean-to structure constructed of tubular steel with a plywood panel end on the southern side, aluminium cliplock roofing and wall to northern end with aluminium cliplock roofing.
- Refurbishment of kitchen
- Replacement wall cladding in cross hallway

As can be seen in the accompanying photographs the house is in a derelict condition with evidence of deterioration, neglect and vandalism. A painted post and rail fence surrounds the main cottage. The remnant garden is neglected and overgrown with many of the specimen trees reaching senescence. Invasive plant species are found over much of the property.



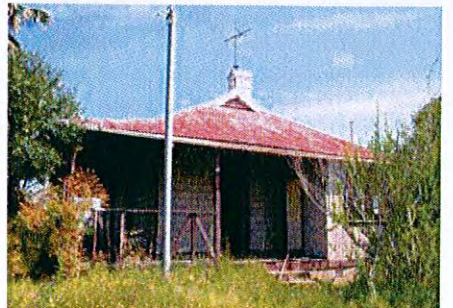
View of Yamba Cottage from southwest. Of particular note is the red corrugated iron sheeting over a steeply hipped and gabled roof



Southern elevation (street elevation)

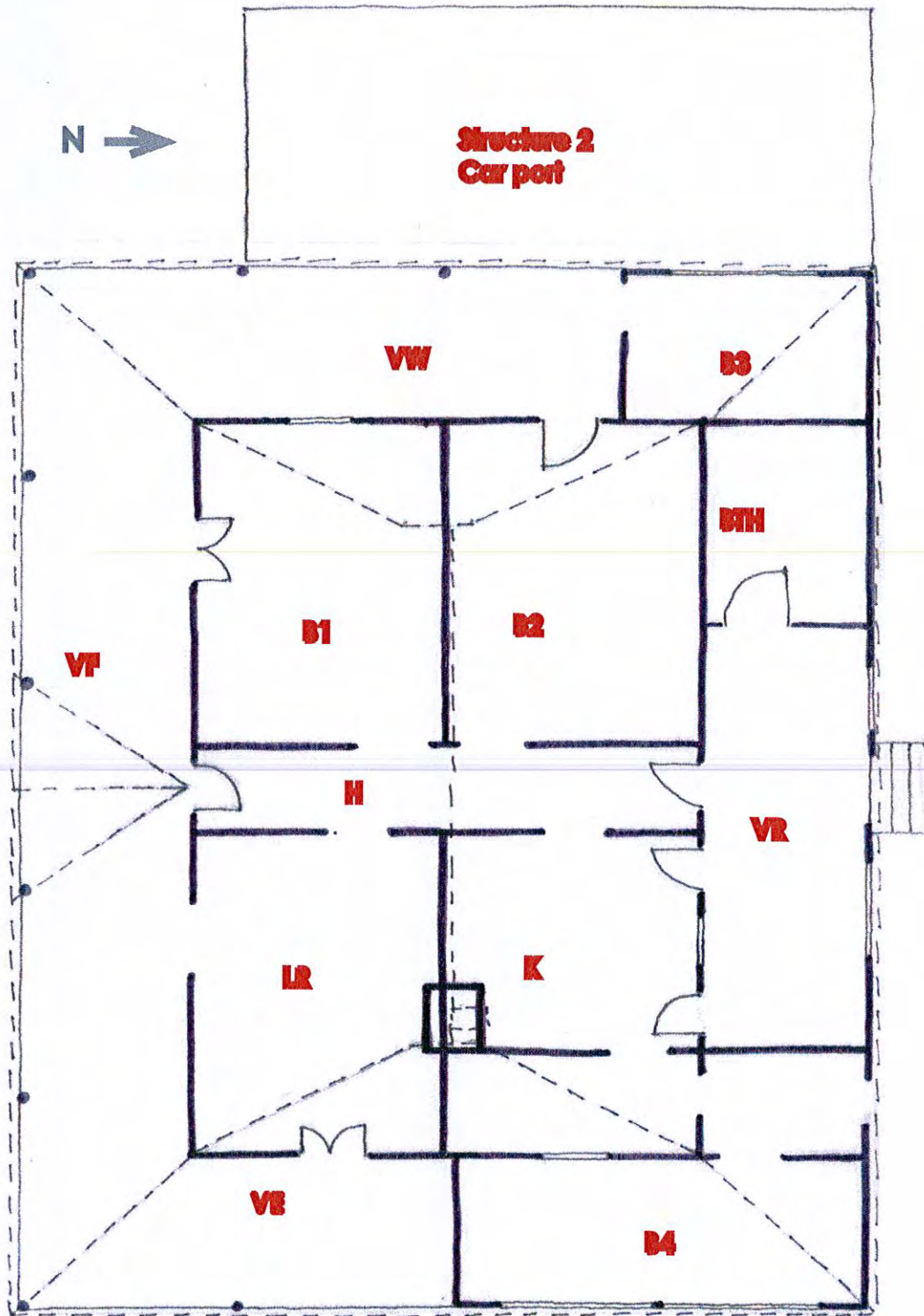


Eastern elevation showing gablet and masonry chimney



Detail of verandah on eastern elevation with gablet and masonry chimney behind

Yamba Cottage - Scaled Drawing



Scaled drawing prepared by Graham Brooks and Associates Pty Ltd, October 2007
Scale 1:100



Yamba Cottage - photographic survey



Timber verandah on southern elevation with simple painted timber balustrade and supports



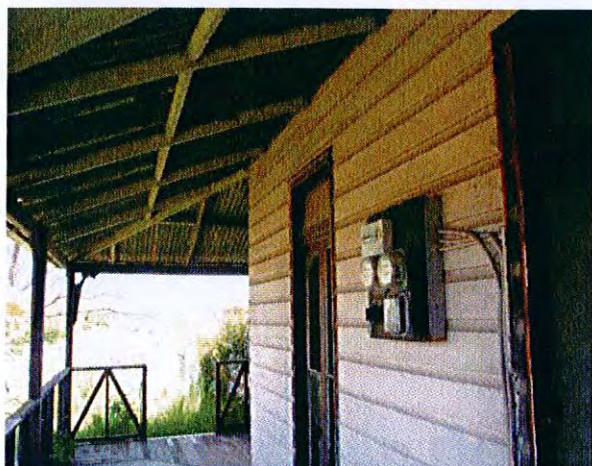
Detail of gablet on southern elevation with timber barge boards and proprietary pressed metal gable end



Detail of timber construction of the gablet



Corrugated roofing with proprietary pressed metal gable end



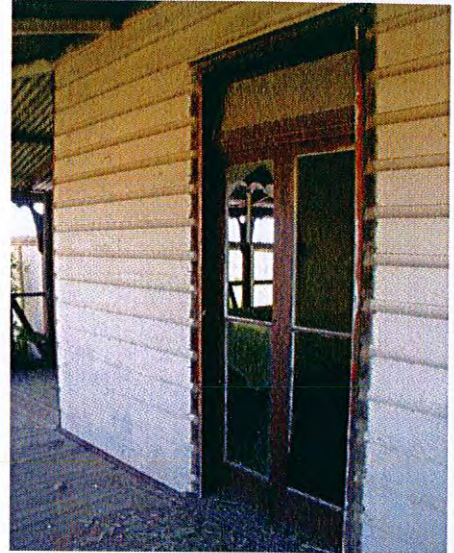
Timber framed verandah roof with corrugated iron sheeting. Also of note are the double French doors with fanlight above



Detail of timber construction of the gablet



Eastern end of front verandah (VF) with doors to Living Room removed as a result of more recent vandalism



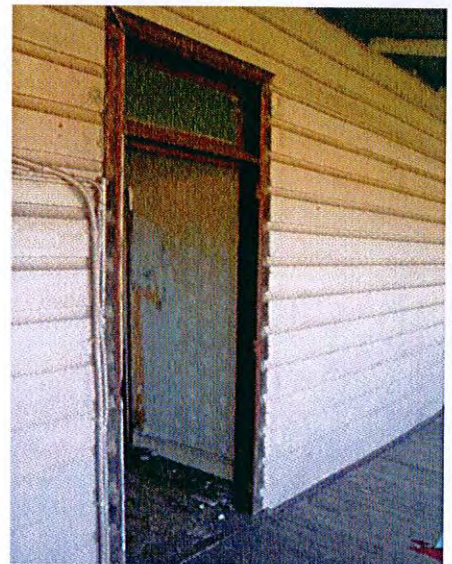
Detail of French doors to Bedroom 1 with fanlight above



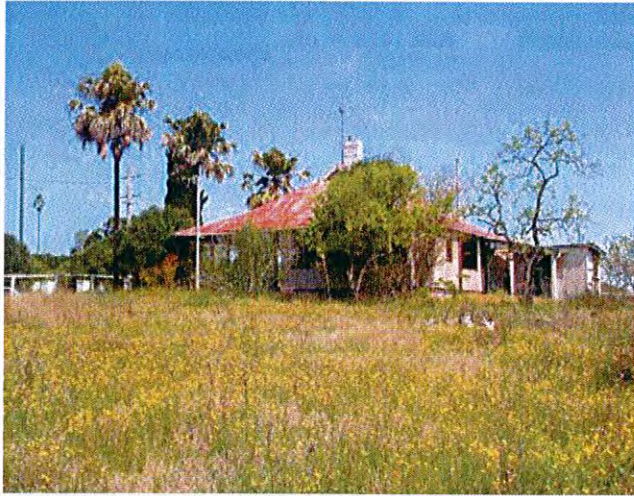
Detail of timber construction of gablet



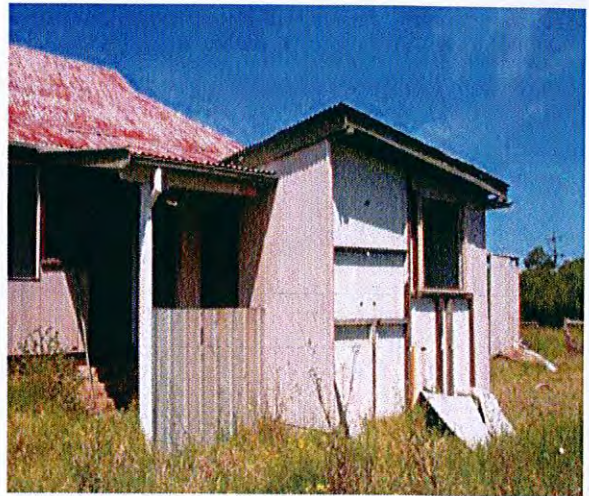
Western end of front verandah



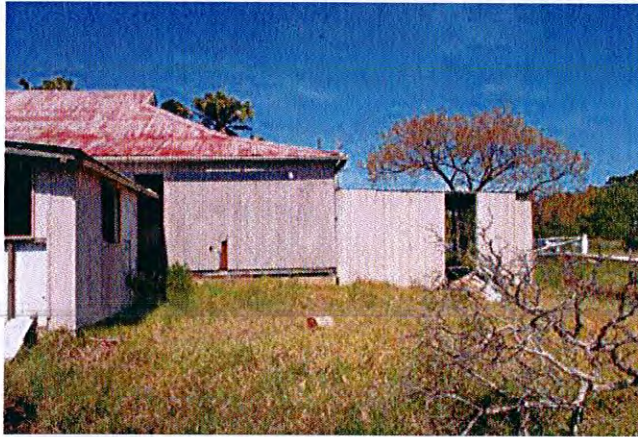
The doorway to the hallway off the front verandah has been removed



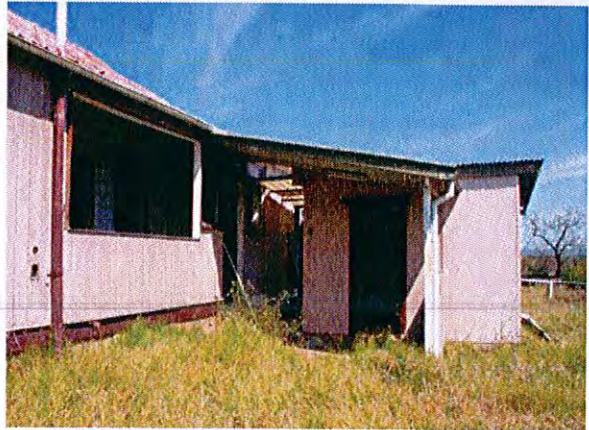
View of Yamba Cottage from the northeast with surrounding remnant garden



Lean-to structures (Building 4 and Building 3) with timber frame, fibro sheeting and corrugated roofing.



Northwest corner of residence with carport constructed of cliplock



Lean-to (Building 4) and Building 3 with timber frame and fibro sheeting

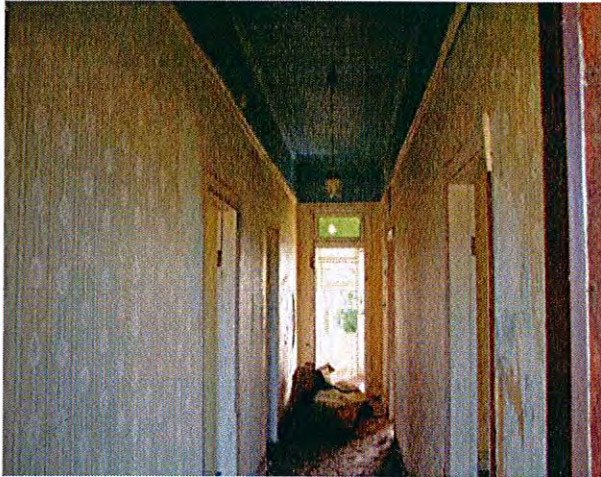


Carport on western side of house of tubular steel construction with plywood panels and clear corrugated roofing

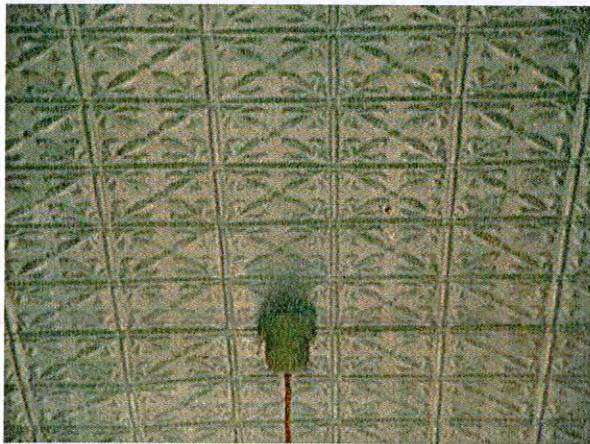


View of cottage from the west

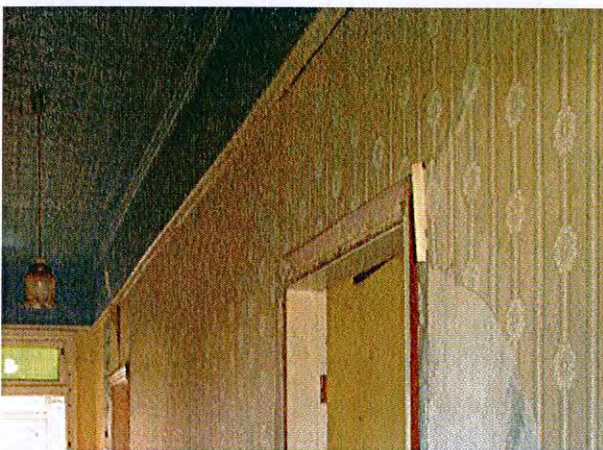
INTERIORS - Cross Corridor/Hall (H)



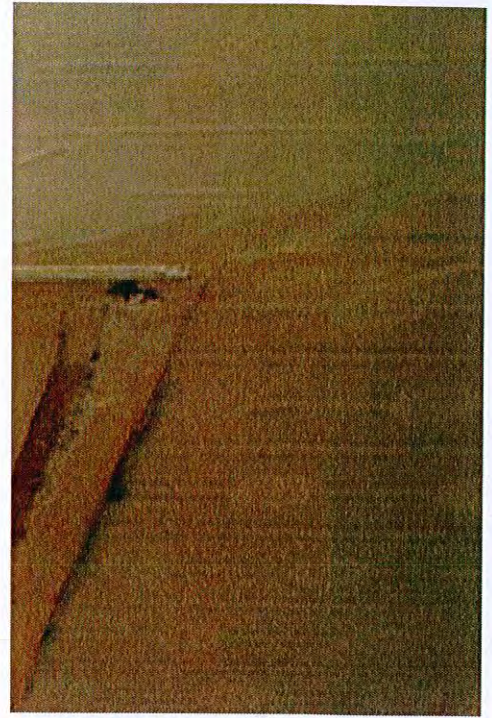
Doorway arrangements show general layout of the original cottage. The wallpaper throughout is badly degraded with large sections missing.



Detail of pressed metal ceiling in Cross Corridor. The pattern in the Cross hallway differs from that found in the other rooms of the cottage.



Eastern wall of Cross Corridor. All doors and skirting boards have been removed. Floorboards still in situ in this part of the cottage have been carpeted.



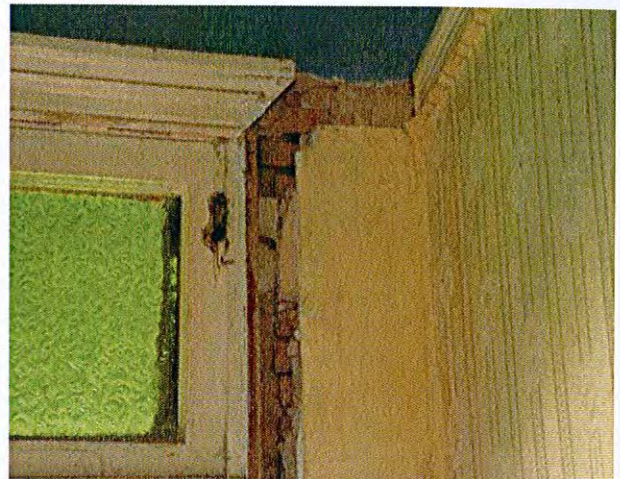
Wallpaper covers lathe and plaster walls. Also of note are the areas surrounding the doors, where the architraves have been removed.



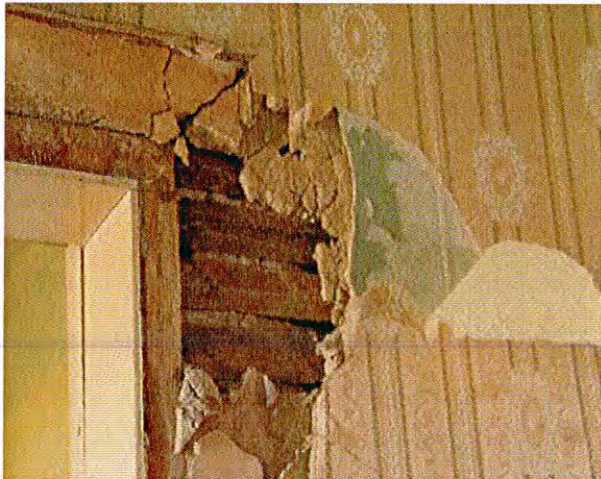
Deteriorated lathe and plaster wall in the Cross Corridor adjacent to doorway to Rear Verandah



Deteriorated lathe and plaster wall behind more recent plasterboard wall which has been covered in wall paper



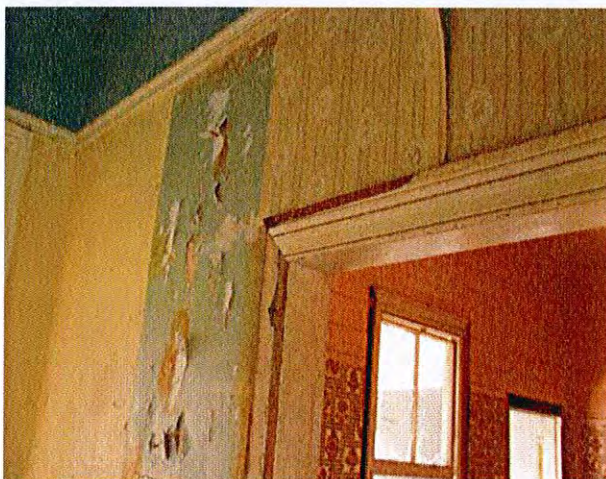
Deteriorated plaster finish to masonry end wall at northern end of Cross Corridor



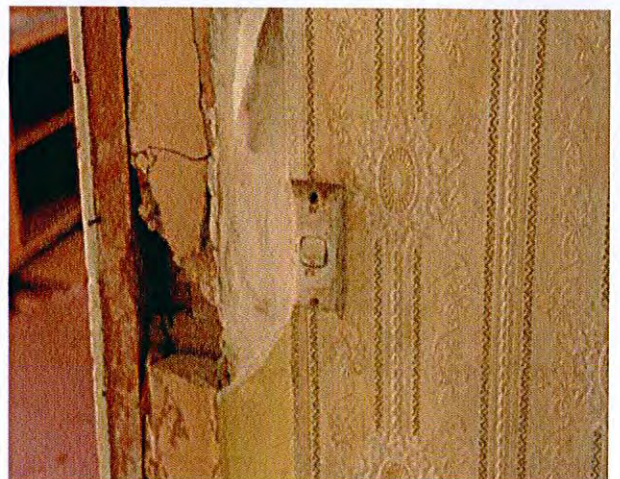
Deteriorated lathe and plaster at upper edge of doorway in Cross Corridor



Section of architrave has been removed from the doorway at the northern end of the Cross Corridor



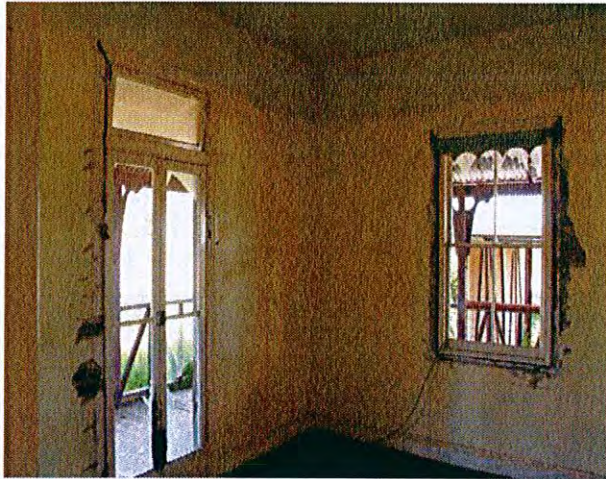
Layers of wallpaper over lathe and plaster and more recent plasterboard finish on walls of Cross Corridor



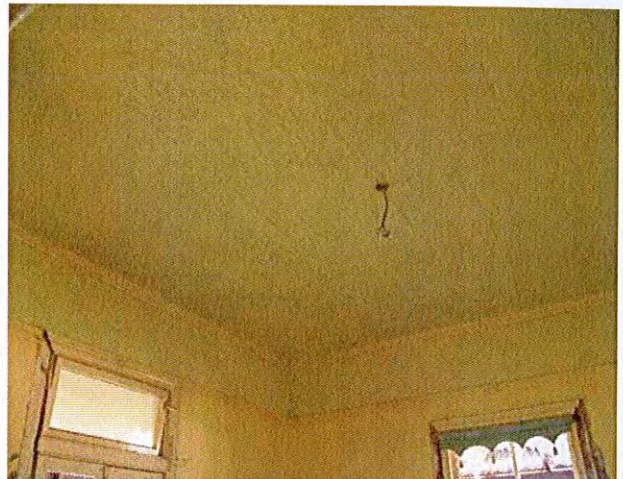
Damage to wall resulting from removal of architrave at end of Cross Corridor



BEDROOM 1 (B1)



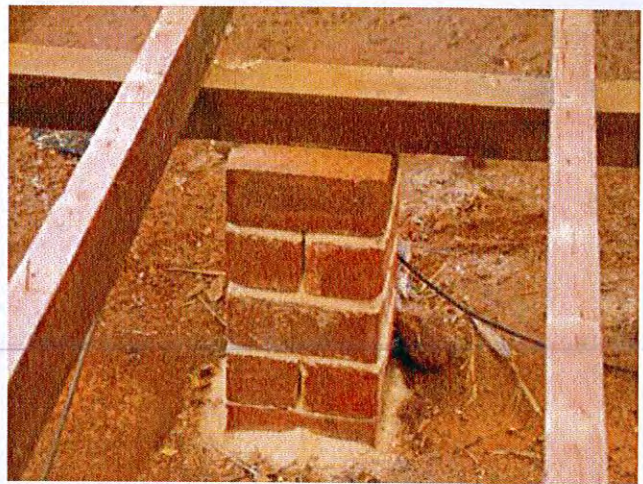
French doors and sash windows to verandah. Also of note is the deteriorated lathe and plaster finish.



Pressed metal ceiling. Of note is the differing pattern from the Cross Corridor



The floorboards have been removed from the bedroom as a result of more recent vandalism



Masonry footing supporting floor joists

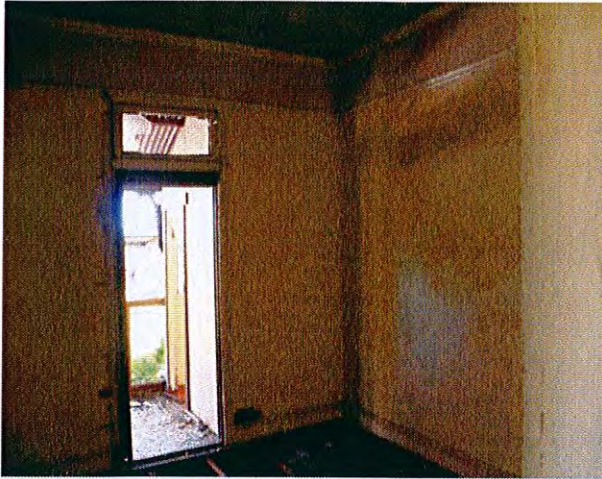


Deteriorated lathe and plaster wall, adjacent to french doors. Also of note is the clean edge where the timber flooring has been removed from the bedroom as a result of more recent vandalism.



Deteriorated lathe and plaster wall

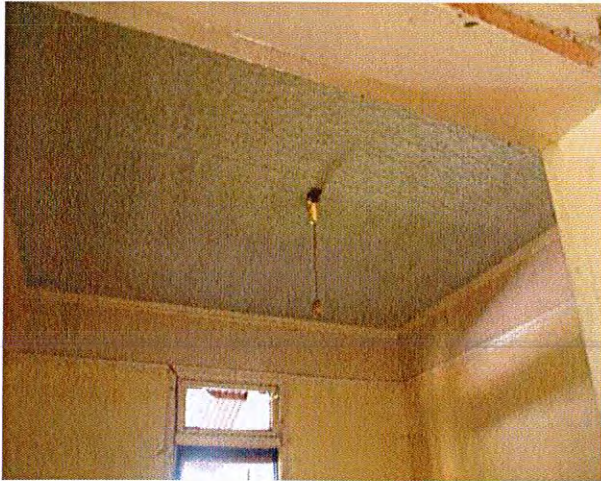
BEDROOM 2 (B2)



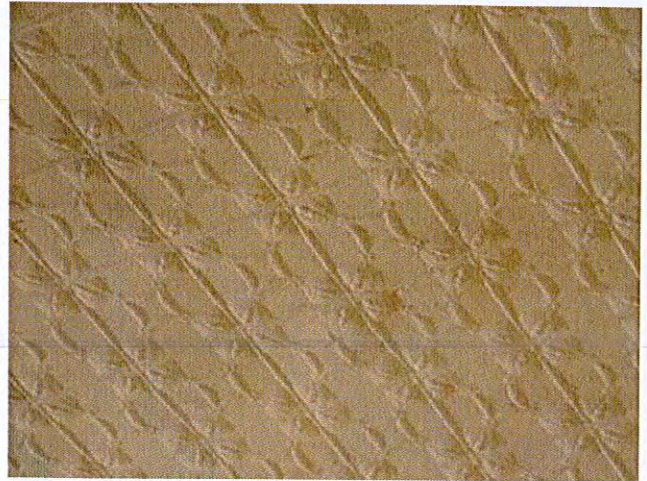
The floorboards, door and architraves have been removed from the bedroom as a result of more recent vandalism



The floorboards have been removed from the bedroom as a result of more recent vandalism

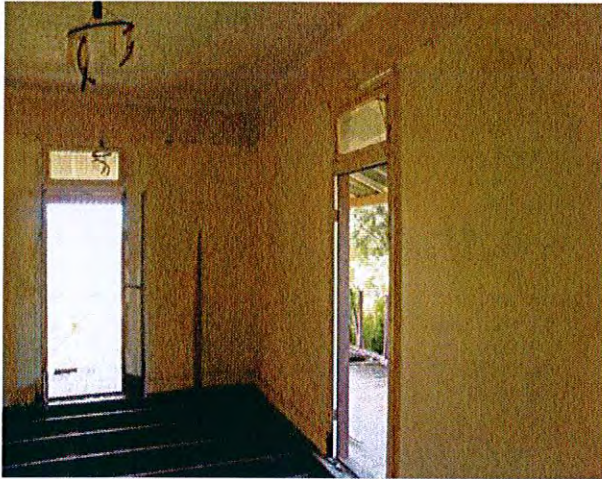


Pressed metal ceiling



Detail of pressed metal ceiling

LIVING ROOM (LR)



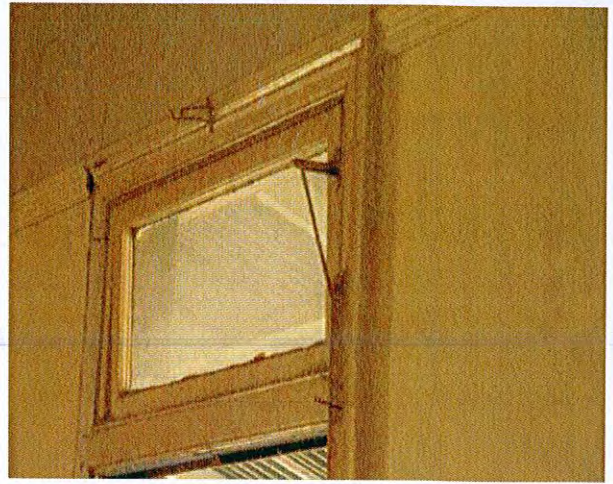
Floorboards, doors to the front verandah and sections of timber architraves have been removed



Detail of pressed metal ceiling



Fireplace and surrounds removed during more recent vandalism

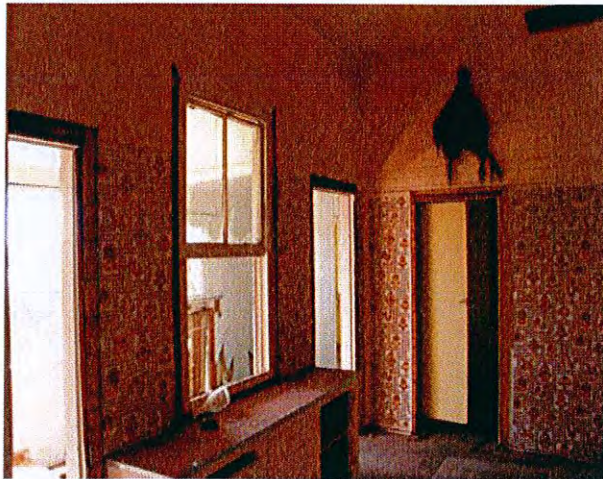


Detail of fanlight

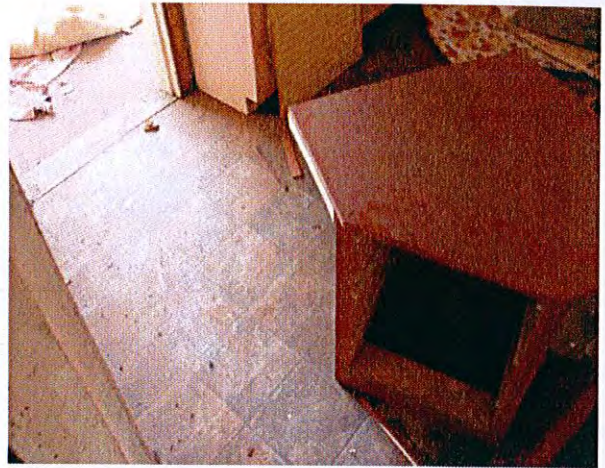


Damage to architraves and missing floorboards

KITCHEN (K)



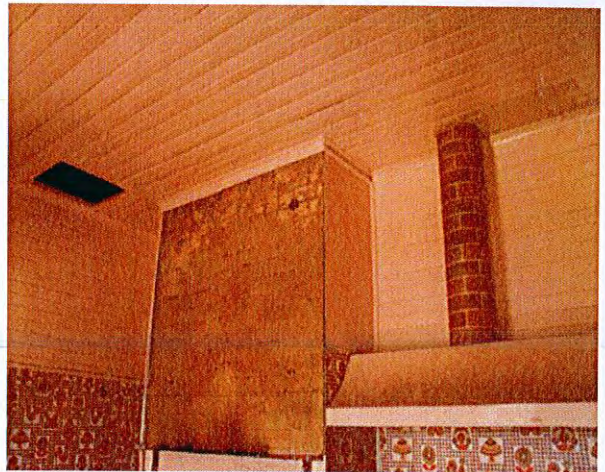
Original longue and groove wall and ceiling with more recent wallpaper finish. Also of note is the absence of doors to both the rear verandah and storeroom



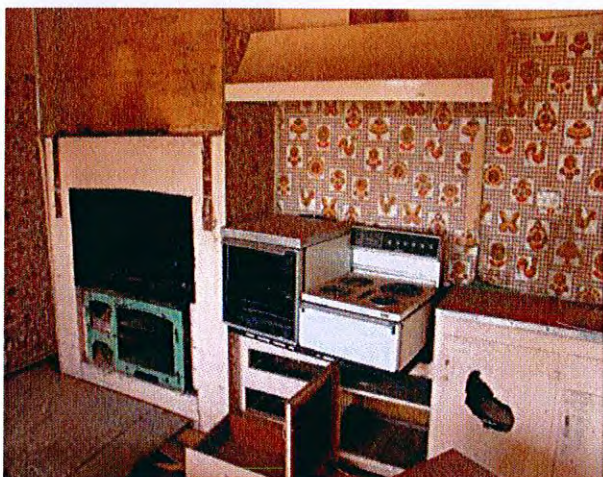
Linoleum flooring in kitchen



Original arched lintel removed from doorway to rear verandah



PANTRY (P)



Kitchen fireplace and more recent stove and oven set on painted joinery

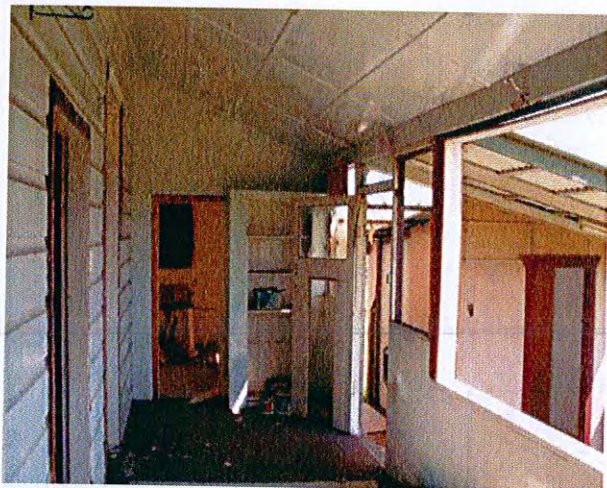


Timber shelving in pantry

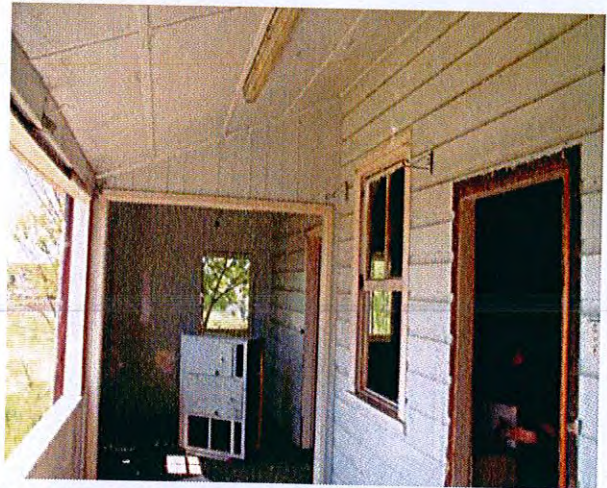
REAR VERANDAH (VR)



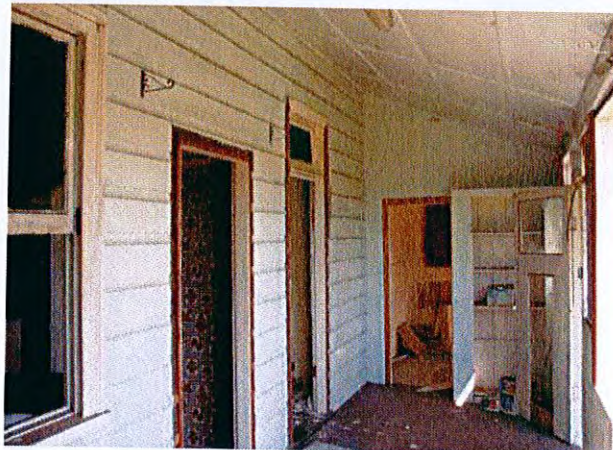
Tongue and groove walls in storeroom together with storage cupboard



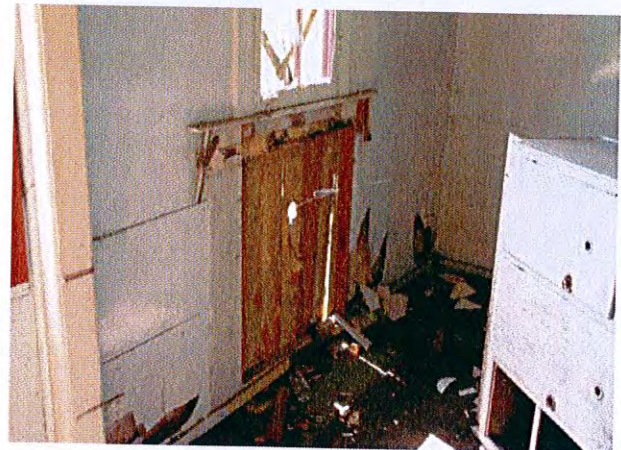
Rear verandah with bathroom at western end. Also of note is the fibro sheeting used for the ceiling



Storeroom at eastern end of rear verandah



Door and window fenestration onto rear verandah.

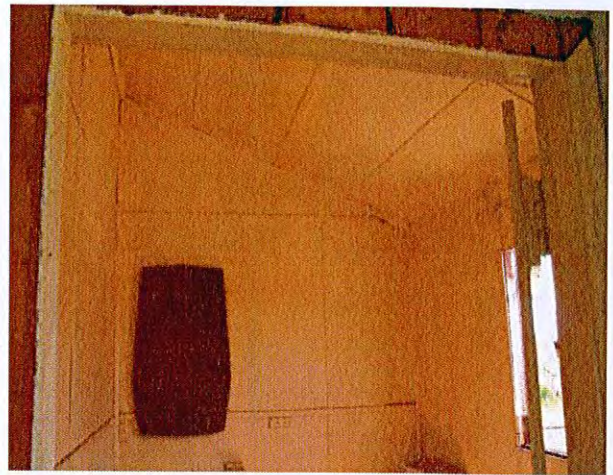


Exposed timber boards following removal of tiles during recent vandalism in enclosed storeroom. The walls are fibro over old vertical boards

BATHROOM (BTH)



Vandalised bathroom. Of note is are the relined fibro walls with old vertical boards behind

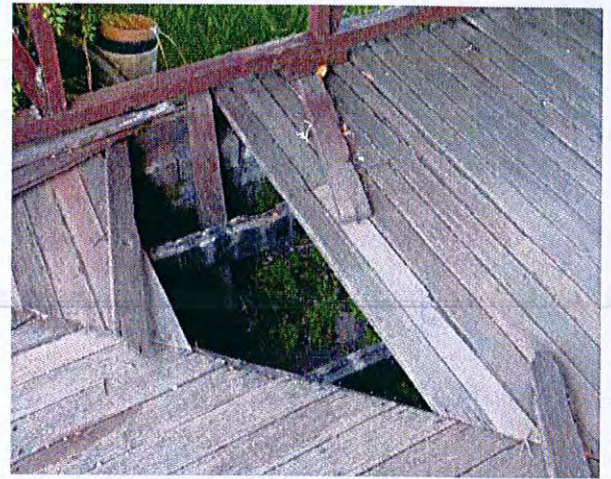


Detail of painted fibro sheeting to bathroom walls

EASTERN VERANDAH

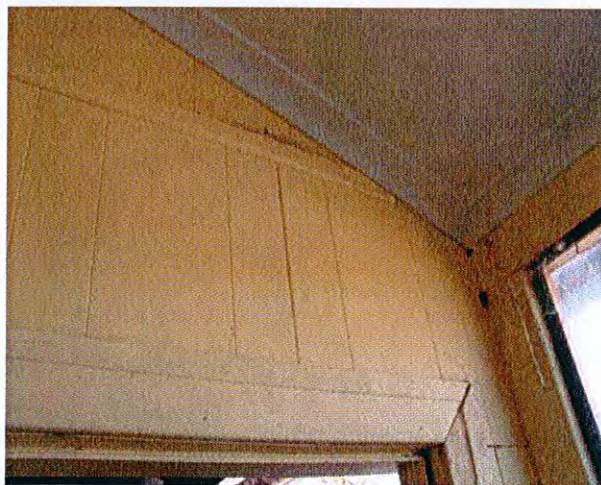


Floorboards to eastern verandah with Bedroom 4 at the northern end

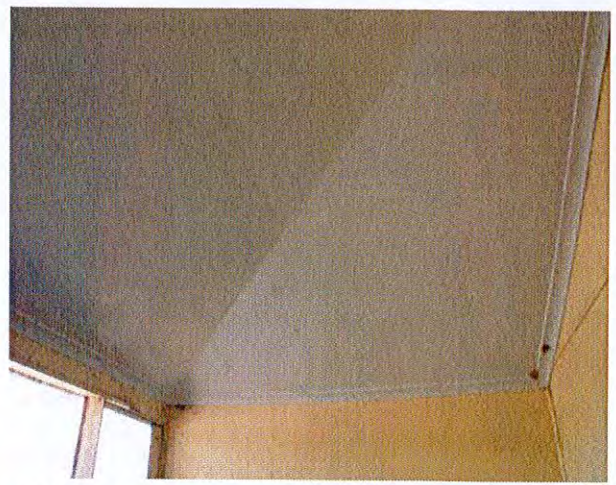


Deteriorated floorboards to eastern verandah

WESTERN VERANDAH (VW)



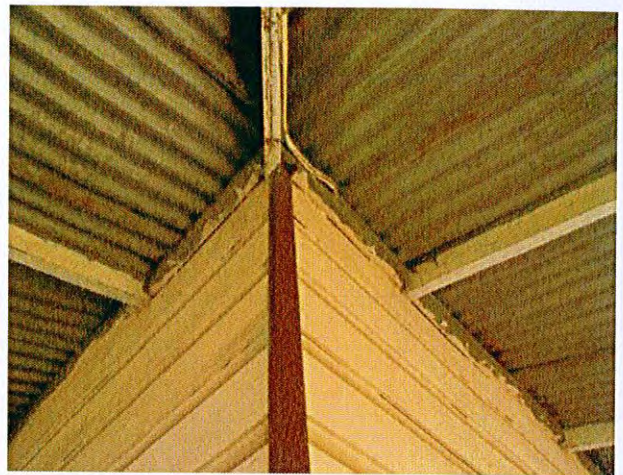
BEDROOM 3 - Enclosed section of western verandah, showing profiled masonite and fibro ceiling



BEDROOM 3 - Detail of fibro ceiling on northern corner of western verandah

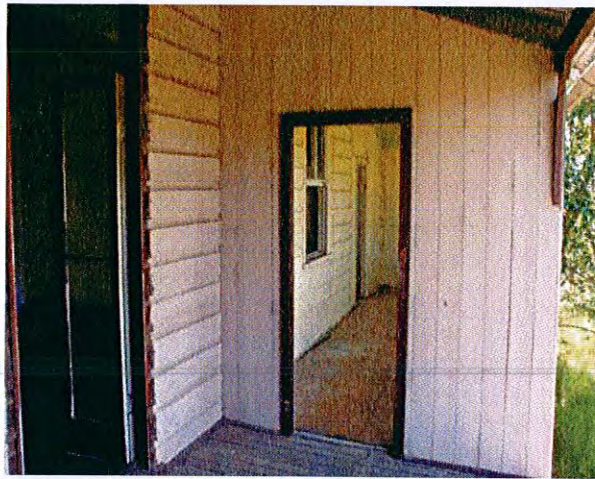


Detail of roof on eastern verandah

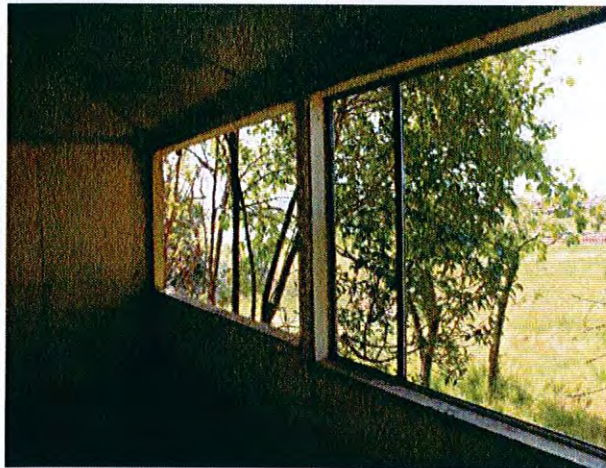


Detail of roof at junction of eastern and southern wall

BEDROOM 4 - SLEEPOUT



Bedroom 4 - Sleepout



Aluminium framed windows to sleepout on eastern verandah

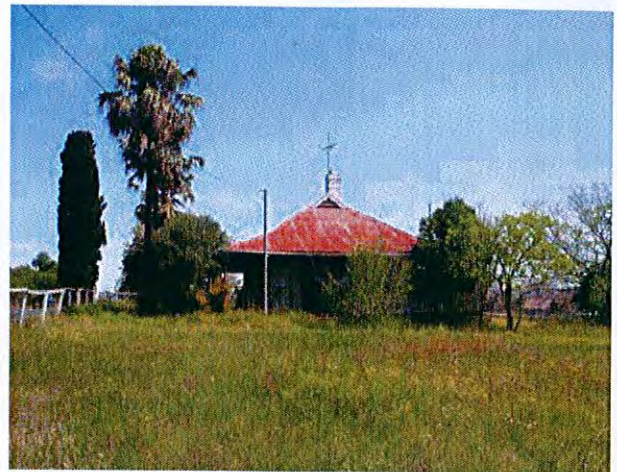


Detail of aluminium windows

3.4.2 GARDEN + FENCES



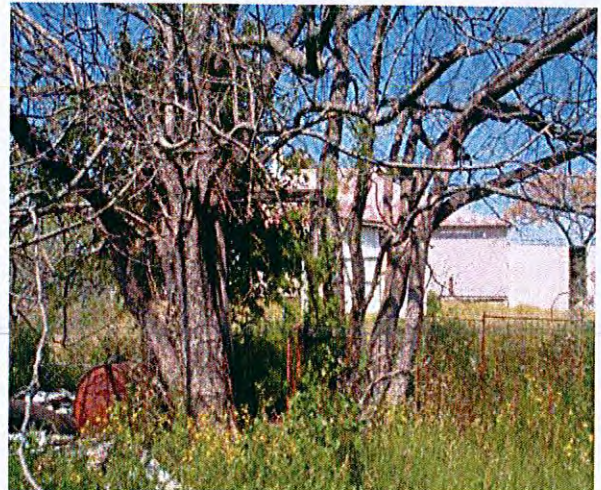
Planting of mature palms on the southern side (street frontage) dating from the original construction period of the cottage. A mature conifer has been planted outside the perimeter of the site adjacent to Camden Valley Way. Also of note is the timber post and rail fence



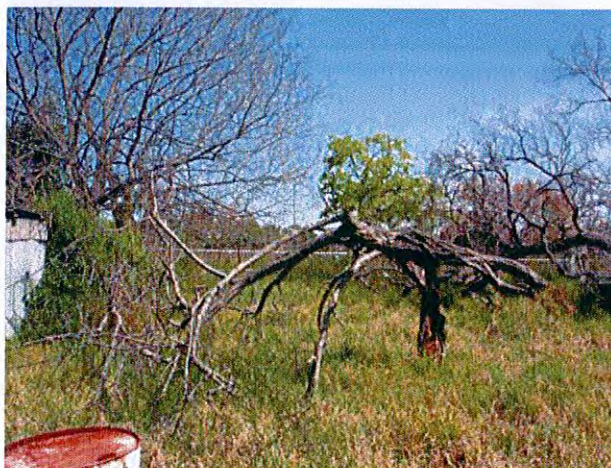
Remnant planting dating from later period as seen on the eastern side of the cottage



Grassed area at rear of the cottage with remnant trees and view to sheds on the eastern side of the property



Remnant trees at the rear of the cottage now reaching senescence



Remnant trees at the rear of the cottage. These trees have been neglected for many years and appear to be reaching senescence



Timber fencing to the cottage and its garden on the western side of the house

3.4.3 Additional structures to main cottage- STRUCTURE 2 - Carport

The carport is a lean-to rudimentary structure constructed of tubular steel with a plywood panel end on the southern side and aluminium cliplock roofing

STRUCTURE 2 - CARPORT



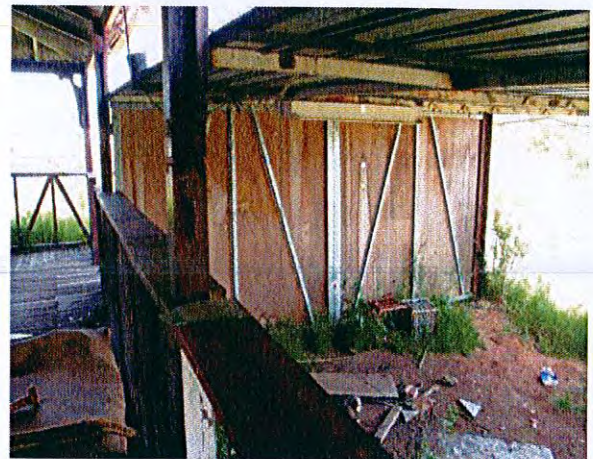
Car port and western verandah with timber balustrade, timber floorboards, and doorway through to sleepout (Bdm 3)



Timber balustrade, timber floorboards, and doorway through to sleepout (Bedroom 3)



Southern wall of carport



Rudimentary structure of tubular steel frame with plywood panels and aluminium cliplock roof

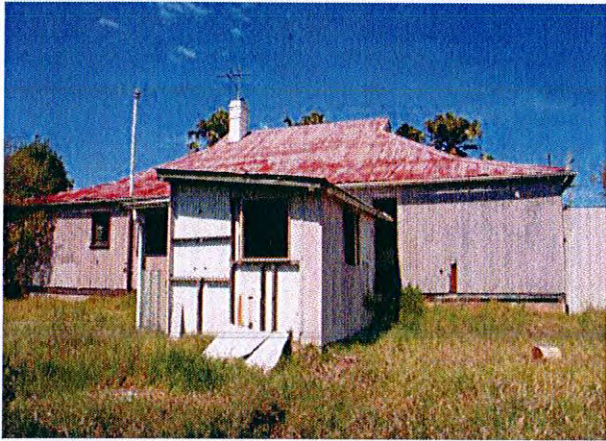


Aluminium cliplock material used for northern end of carport

3.4.4. Structures 3 and 4 - Lean-to at rear of building



Structure 3 with open walled lean-to (Structure 4)

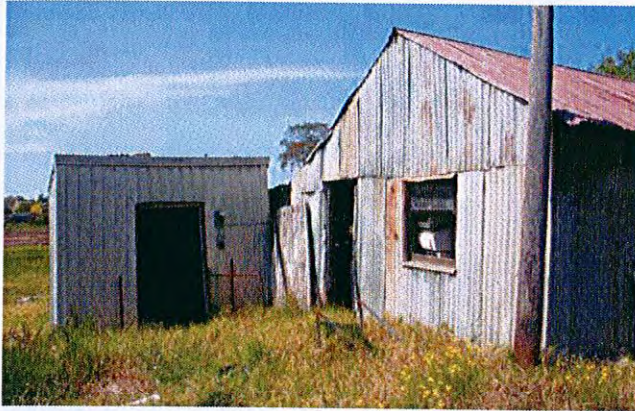


Timber framed Structure 4 with open walled lean-to (Structure 4) to the left. The walls are constructed of fibro sheeting with corrugated iron roofing

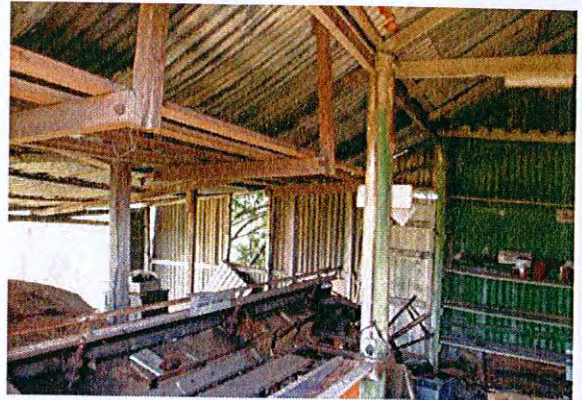
3.4.5 - Buildings 5, 6 and 7 - Eastern perimeter

Building 6 - PACKING SHED/ROADSIDE STALL concrete slab, timber pole construction, corrugated walls and roof open to the east.

Building 7 - CLIPLOCK SHED



Corrugated iron sheeting to walls of Building 6. Also of note is the more recently constructed shed (Building 7) of cliplock construction



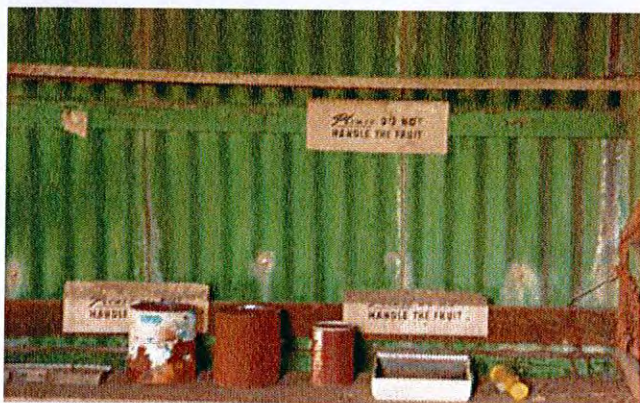
Internal layout of Building 6 showing timber pole construction and storage units



Printed sign inside the Raodside Stall/Packing Shed attached to timber pole



Internal layout of Building 6 showing timber pole construction and storage units



Signs stating 'Please do not Handle the Fruit' attached to timber framing structure inside the Packing Shed



Internal layout Building 6 with profiled corrugated sheeting on walls and roof. Of note is the timber pole and timber framed construction

3.4.6 - BUILDING 8 Barn/Shed - Timber pole construction with framed corrugated walls and roof
BUILDING 9 - Small Shed



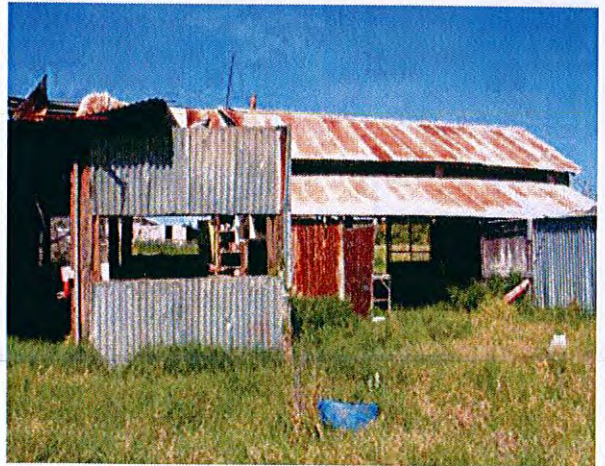
Buildings 8 + 9 as viewed from the the southwest.



Western facade of Building 8



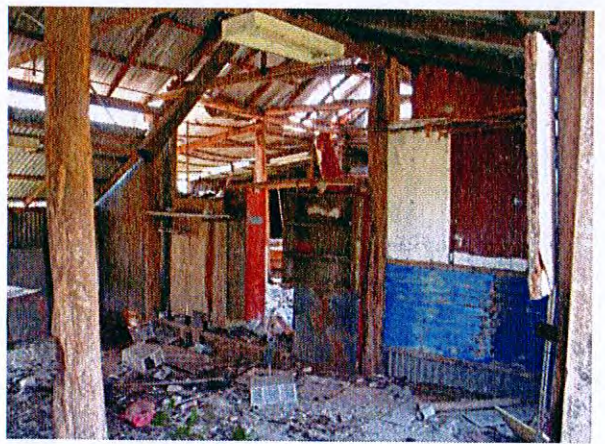
View from Building 8 to the northwest



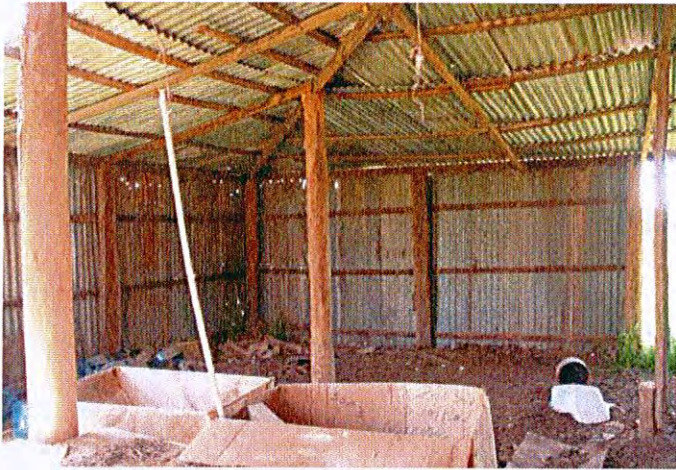
Northern facade of Building 8



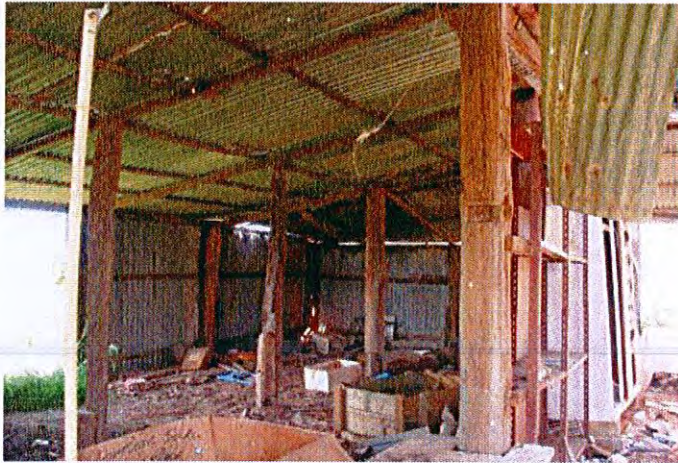
Timber frame construction with corrugated iron walls and roof. The structure is generally in poor condition



Timber pole construction with rudimentary framed roof. This building has been further partitioned with masonite and corrugated sheeting to create workshops etc.



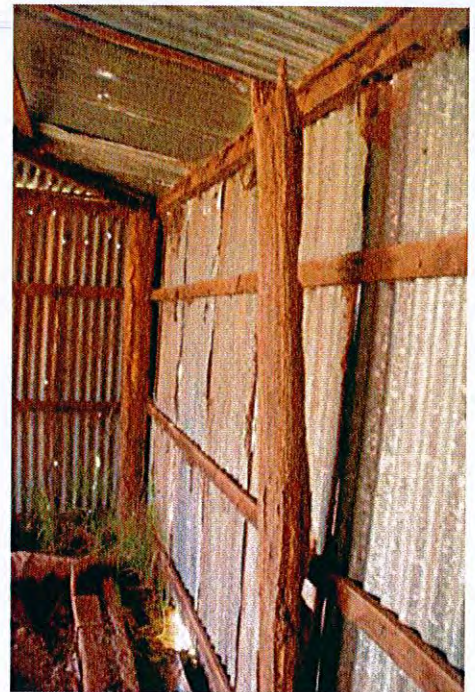
Timber pole construction with rudimentary framed roof and corrugated iron sheeted walls



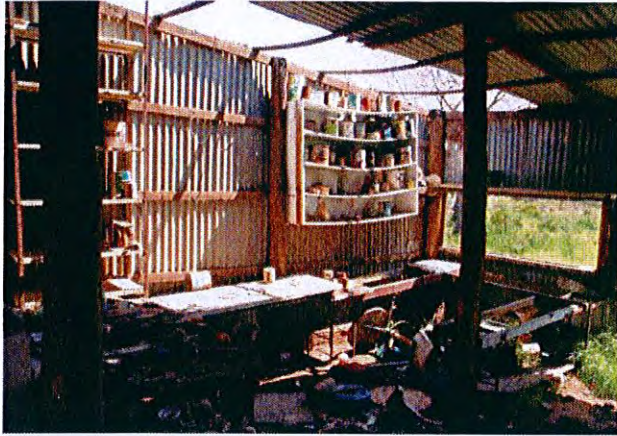
Lean-to section of similar construction materials. This area has been more recently used to house animals



Detail of roof structure with timber frame and corrugated sheeting



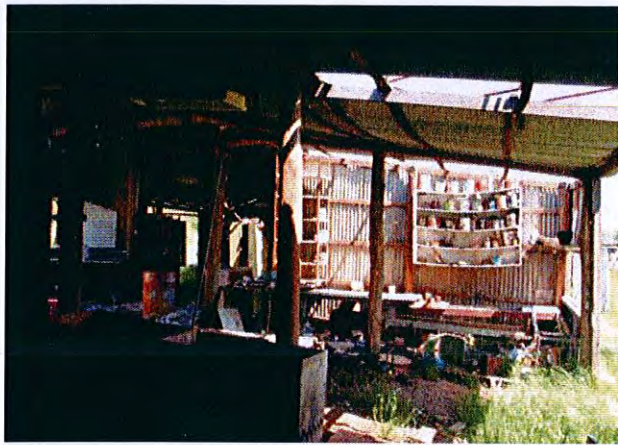
Evidence of termite damage to poles in the main shed



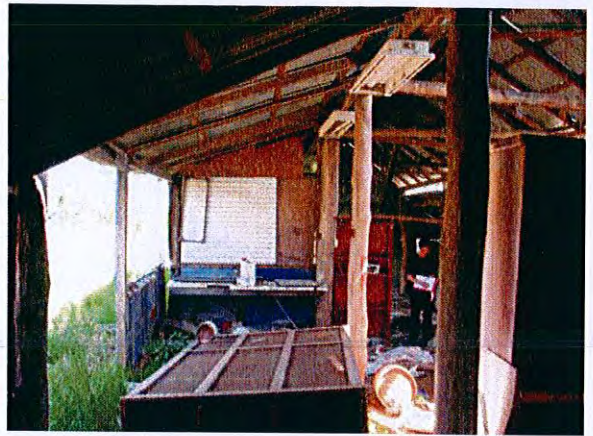
Makeshift shelving with clear corrugated sheeting above



Lean-to section of Building 8



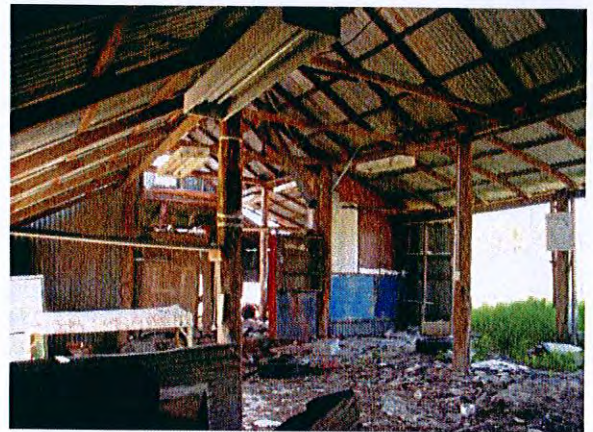
Makeshift shelving with clear corrugated sheeting above



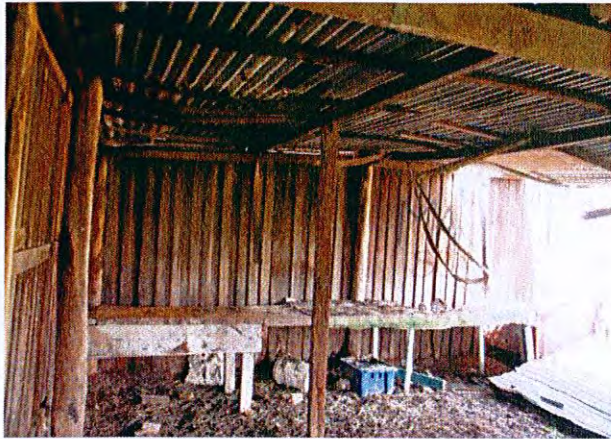
Lean-to section



Detail of roof structure and pole construction of main section of Building 8



General internal view of Building 8



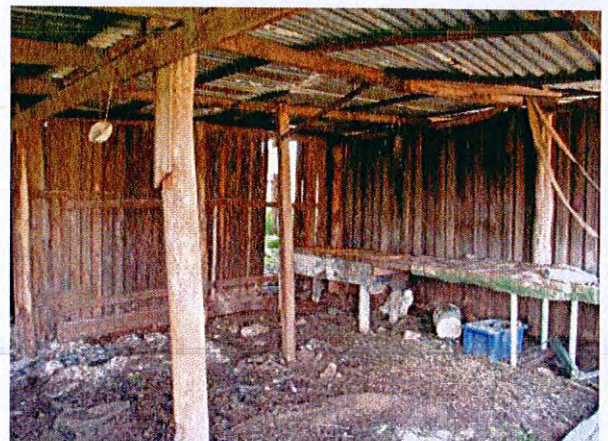
Internal area of the barn (Building 8)



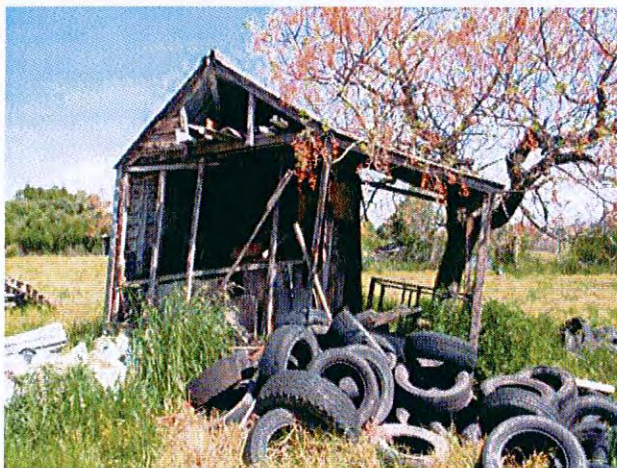
Internal space of the barn



Interior space of barn



Rudimentary timber construction with corrugated roofing



Derelict condition of Building 9

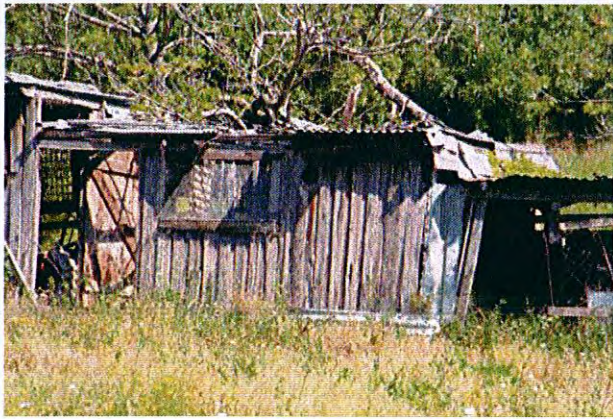
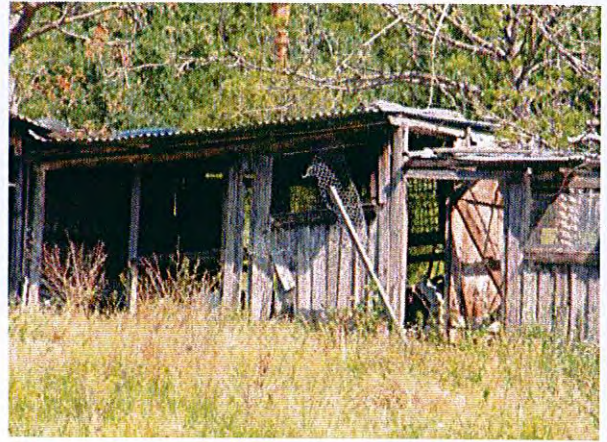


Derelict condition of Building 9



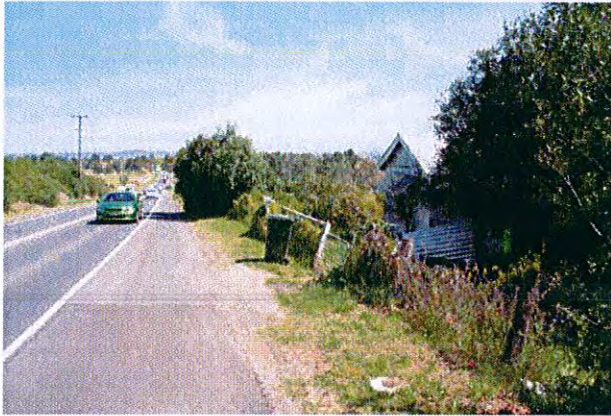
3.4.7 - Buildings 10,11,12 and 13 - Chicken Runs

The following photographs show the ancillary buildings which appear to have been used as chicken runs.



3.4.8 - Worker's Cottage (Building 15) and Chicken Run

A second cottage is located further west along Camden Valley Way on the peak of the hill. This was used to accommodate hired farm workers such as Les Hickey and Percy Hirsch. Set back from the road and separated by a fenced front yard, the cottage is rudimentary in construction and generally in very poor condition. The cottage is of timber framed construction on brick piers with fibro sheeted wall panels. The front verandah has timber flooring with simple timber balustrades and supports. Roofing is of corrugated iron sheeting. A timber rail fence with mesh infill separates the front garden from the street with makeshift gates which are generally in a state of disrepair. To the east of the cottage, a poultry run of similar construction method and materials as others on the site, is in a delapidated state. The cottage is generally in a poor state of disrepair with subsidence of the ground to the rear of the cottage having caused cracking of the brick piers. The garden and surrounding land is generally neglected and overgrown.



The second cottage located further west along Camden Valley Way



Fencing to garden and grounds of the second cottage are generally in poor condition with makeshift fencing material and gates constructed to provide some security to the property



Timber frame construction, fibro sheeting to walls and corrugated iron roofing material. Also of note is the remnant garden which has also suffered from neglect



Southern and eastern facades of the worker's cottage as viewed from Camden Valley Way with view to the northwest in the distance



Rear (northern) elevation of the cottage



Rear fenced yard with view to the northwest



Brick piers and rendered concrete stairs to rear entrance



Detail of awning over window on street elevation



Cracking to brick piers at rear of property



Associated buildings at the rear of the cottage are separated by the fenced yard and some remnant plantings.

Assessment of Significance

4.0

4.1 Introduction

Heritage, or "cultural" value is a term used to describe an item's value or importance to our current society and is defined as follows in *The Australia ICOMOS Burra Charter, 1999*, published by Australia ICOMOS (Article 1.0):

Cultural significance means **aesthetic, historic, scientific** or social or spiritual value for past, present or future generations.¹

This section establishes the criteria which are used to understand significance and identifies the reasons for the cultural value of the site and its components.

Significance may be contained within, and demonstrated by, the fabric of an item; its setting and relationship with other items; historical records that allow us to understand it in terms of its contemporary context, and in the response that the item stimulates in those who value it.² The assessment of significance is not static. Significance may increase as more is learnt about the past and as items become rare, endangered or illustrated aspects that achieve a new recognition of importance.

Determining the cultural value is at the basis of all planning for places of historic value. A clear determination of significance permits informed decisions for future planning that will ensure that the expressions of significance are retained and conserved, enhanced or at least minimally impacted upon. A clear understanding of the nature and degree of significance will determine the parameters for, and flexibility of, any future development.

A historical analysis and understanding of the physical evidence provides the context for assessing the significance. These are presented in the proceeding sections. An assessment of significance is made by applying standard evaluation criteria to the facts of the item's development and associations.

¹ The Burra Charter: The Australia ICOMOS Charter for Places of Cultural Significance, (1999), p.2.

² ie "social", or community, value

4.2 Analysis of Cultural Significance

The following assessment of heritage significance has been prepared using the current evaluation criteria established by the New South Wales Heritage Office.

Criterion (a) – An item is important in the course, or pattern, of NSW's cultural or natural history (or the cultural or natural history of the local area)

The site and the Yamba cottage group of buildings have local historic significance as a mixed farming and poultry raising operation from at least 1915 and possibly from the mid nineteenth century. The farming activities benefited from the proximity of both the Camden Narellan railway which ran along the northern boundary of the site and Camden Valley Way on its southern boundary.

Criterion (b) - An item has strong or special association with the life or works of a person, or group of persons, of importance in NSW's cultural or natural history (or the cultural or natural history of the local area)

The subject property has local significance for its long associations over much of the twentieth century with the Longley family who were prominent farmers in the Narellan district. The Longley family built Yamba cottage when Frederick Longley bought the land in 1915. The family association continued for two generations, Frederick Stanley Longley and Jack Longley. This family association is celebrated locally by its popular identification as 'Longley's Hill'.

Dating from the Inter War decades, the 'Worker's Cottage' (Building 15) provided accommodation for farm workers.

Criterion (c) - An item is important in demonstrating aesthetic characteristics and/or a high degree of creative or technical achievement in NSW (or the local area)

Yamba Cottage, its surrounding outbuildings and large open site have local aesthetic significance due to their traditional rural character and prominent setting on a low ridge adjacent to Camden Valley Way between Camden and Narellan, with northern outlooks over the adjoining floodplain.

Located further west along Camden Valley Way, the second cottage demonstrates little aesthetic/technical value and makes a limited contribution to the prominent character of the cottage group.

Criterion (d) - An item has strong or special association with a particular community or cultural group in NSW (or the local area) for social, cultural or spiritual reasons.

The location of the property adjacent to Camden Valley Way has made Yamba cottage a well known local landmark. As a privately owned farm it has no other particular or strong associations with the local community.

Criterion (e) - An item has potential to yield information that will contribute to an understanding of NSW's cultural or natural history (or the cultural or natural history of the local area)

The site may have some archaeological potential to reveal the early layouts of its agricultural activities. The individual surviving buildings, including the second cottage, have limited potential to reveal new information given the nature of their construction and use.

Criterion (f) - An item possesses uncommon, rare or endangered aspects of NSW's cultural or natural history (or the cultural or natural history of the local area)

The Yamba cottage group does not possess rare or endangered characteristics of early twentieth century agricultural activity in the larger Narellan district.

Criterion (g) - An item is important in demonstrating the principal characteristics of a class of NSW's cultural or natural places; or cultural or natural environments (or a class of the local area's cultural or natural places; or cultural or natural environments)

The site in general displays some representative characteristics of early to mid twentieth century farming activity.

4.3 Statement of Significance

The site and the Yamba cottage group of buildings have local historic significance as a mixed farming and poultry raising operation from at least 1915 and possibly from the mid nineteenth century. The farming activities benefited from the proximity of both the Camden Narellan railway which ran along the northern boundary of the site and Camden Valley Way on its southern boundary.

The subject property has local significance for its long associations over much of the twentieth century with the Longley family who were prominent farmers in the Narellan district. The Longley family built Yamba cottage when Frederick Longley bought the land in 1915. The family association continued for two generations, Frederick Stanley Longley and Jack Longley. This family

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The location of the property adjacent to Camden Valley Way has made Yamba cottage a well known local landmark. As a privately owned farm it has no other particular or strong associations with the local community.

The site may have some archaeological potential to reveal the early layouts of its agricultural activities. The individual surviving buildings have limited potential to reveal new information given the nature of the construction and use.

The 'Worker's Cottage' has some historic significance as it provided accommodation for hired farm workers, but it is rudimentary in construction and has limited architectural/aesthetic value.

4.4 Grading of Significance

The Yamba Cottage Site has been carefully assessed to determine a relative grading of significance of individual buildings into five levels. This process examines a number of factors, including:

- Relative age
- Original design quality
- Degree of intactness and general condition
- Extent of subsequent alterations
- Association with important people or events
- Ability to demonstrate a rare quality, craft or construction process

Grading reflects the contribution the element makes to overall significance of the item (or the degree to which the significance of the item would be diminished if the component were removed or altered).

EXCEPTIONAL SIGNIFICANCE

Includes rare or outstanding building fabric that displays a high degree of intactness or can be interpreted relatively easily.

HIGH SIGNIFICANCE

Includes the original extant fabric and spaces of particular historic and aesthetic value. Includes extant fabric from the early phases of construction.

MODERATE SIGNIFICANCE

Includes building fabric and relationships which were originally of higher significance, but have been compromised by later, less significant modifications.

LITTLE SIGNIFICANCE

Includes most of the fabric associated with recent alterations and additions made to accommodate changing functional requirements. These are components generally of neutral impact on the site's significance.

INTRUSIVE

Recent fabric, which adversely affects the significance of the site.

Grading has been established as a valuable tool, to assist in developing appropriate conservation measures for the treatment of the building and its various elements. In general, good conservation practice encourages the focussing on change, or upgrading of, an historical building/site to those areas or components, which make a lesser contribution to significance. The areas or components that make a greater or defining contribution to significance should generally be left intact or changed with the greatest care and respect.

The relative grading of significance of the fabric of Yamba Cottage has been included in Section 8 of this Report in the Schedule of Conservation Works.

SITE ELEMENTS	GRADING OF SIGNIFICANCE
Views over the wider rural landscape of the floodplain	EXCEPTIONAL
The historic curtilage The group of buildings Yamba Cottage (Building 1)	HIGH
The Barn (Building 8) Packing Shed/Roadside Stall (Building 6) Second Cottage (Building 15)	MODERATE

Shed (Building 5) Small Shed (Building 9) Chicken Runs (Buildings 10-14)	LITTLE
Cool Store (Building 7) Weed infestation particularly African Olive, <i>Olea europaea ssp africana</i> Poor quality additions to main cottage - Lean to carport (Structure 2) Lean to at rear of Cottage (Structure 3) Lean to at rear of Cottage (Structure 4)	INTRUSIVE

4.5 Curtilage Analysis

The curtilage of Yamba Cottage has a number of features:

- the wider rural landscape of the floodplain of which the subject site forms an edge along the Camden Road alignment
- the historic curtilage related to the current site boundary
- the group of buildings formed by the main cottage, sheds and outbuildings

The wider visual curtilage extends to the north, east and west across the flood plain and its associated rural landscape. This curtilage is important for its role in maintaining the historic rural separation and setting between the villages of Camden and Narellan.

The historic curtilage of the Yamba Cottage site is defined by the current property boundaries of the site that reflect the historic rural and agricultural land use of the property. To the east of the site, a natural boundary is set by the creek bed which flows into the reservoir. Camden Valley Way forms a boundary to the south of the property, Kirkham Lane to the west and the fence line, a boundary to the north.

Within this historic curtilage there is a distinctive difference between the open portions of the landscape and the functional enclosure formed by the main cottage and the group of outbuildings, sheds, fences, etc. The second cottage is located well to the west and outside the main group of buildings.



Visual Character and View Analysis

5.0

5.1 Introduction

This section of the report

- identifies the scenic and cultural landscape quality and character of Narellan Creek, one of the flood plains identified in the Camden Scenic and Cultural Landscape Study, (prepared Camden Council by Lambcom Associates Pty Ltd in 1998)
- identifies the overall landscape qualities of the area
- documents the views and vistas of Camden Valley Way, (one of the main road corridors)
- important views to the subject site from Camden Valley Way and Kirkham Lane
- the views and vistas of Studley Park

Contemporary views from the Northern Road to Yamba are not considered to be significant given that viewing locations are some 1500 metres away, past intervening residential development and from what is now a major highway.

From the above analysis three areas of the site are identified where future development could take place with minimal impact on the setting and curtilage of the Yamba farmhouse group and other significant view corridors:

- the eastern most portion of the overall site to the east of the creekline and adjacent to existing residential development
- a portion on the eastern slope below the Yamba group
- a portion on the western slope below the Yamba group and to the north of the worker's cottage (Building 15)

5.2 Narellan Creek Floodplain

Narellan Creek, lower Matahil Creek and Nepean River flood plains have been identified 'as important spatial features of the landscape. They maintain the visual integrity of Camden Town and its location on a ridge system and maintain the historic separation of the town from surrounding villages'.

Narellan Creek is identified by the creek flood plan and that of a more minor creek in the Mater Dei area. The upper terraces have undergone urbanisation in the Harrington Park and Narellan industrial area. The remainder is essentially flat and of a rural grazing character, but was formerly more intensively used. Remnant drainage works, wind breaks and fence plantings, colonisation by weed tree species and the former railway embankment are prominent.

The dominant cultural feature of this unit which consists primarily of alluvial flats is the pattern established by later farming practices on the Oxley grant 'Kirkham' , Kirkham Lane which led to the nucleus of the property, and the line which marks the route of the former railway.

5.3 Significant Views within the Locality

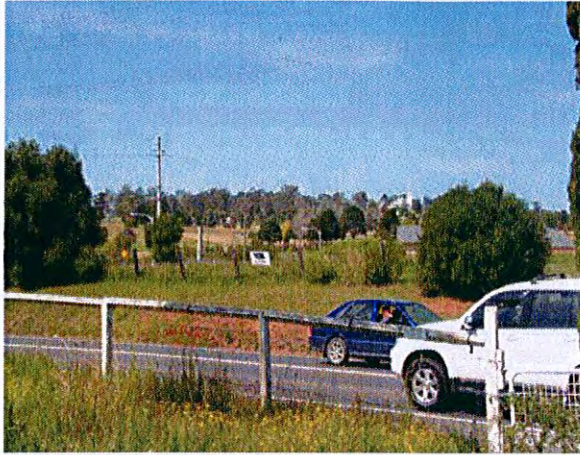
The local context surrounding the southern section of Camden Valley Way from Narellan Road to Camden Town provides views of an important part of the historically significant heartland of Camden with Narellan Creek in the foreground featuring the alignment of the former railway, the Creer Hills Ridge as a close horizon with Cut Hill as a background. The Studley Park area in particular provides some of the best viewing locations and is surrounded by some remaining small holdings (between approximately Studley Park and Cowpastures Bridge) which forms another important visual gateway, to Camden town itself.

5.3 Scenic and Cultural Landscape Protection Issues

- Maintaining scenic quality
- Maintaining a representative range of scenic characters in the area
- Conserving and enhancing visual access and appreciation of the scenic landscape from existing and future development area
- Retaining significant aspects of historic meaning in the landscape, such as the evidence of the original settlement pattern, land grants and boundaries
- Conserve the ability to appreciate the continuing history of development of the landscape
- Conserving the character of existing environments while permitting development to continue
- Maintaining the integrity and visual character of the conspicuous boundary and backdrop features of the landscape
- Conserving and enhance visual access to the landscape from the historic villages and visual corridors
- Controlling and managing the level of visual impact of development on landscapes of all kinds
- Conserving the visual character of the villages and their visual curtilages, including their visual gateways and entrances when seen from external and internal viewing places
- Maintain view access to flood plain.

Significant views have been identified on page 62 of this report.

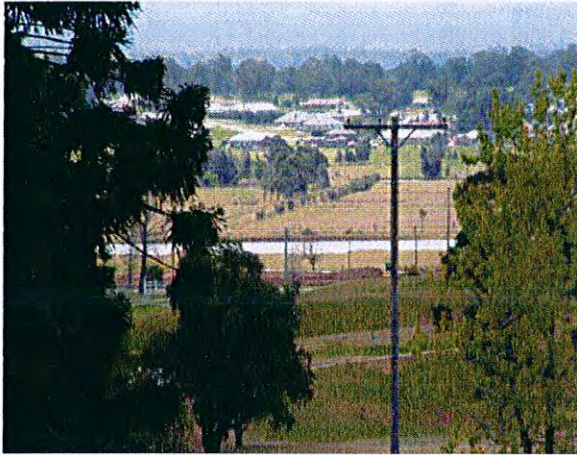
5.4 Views from Studley Park



Studley Park House is set a long way back from Camden Valley Way indicating that any development to the north of the roadway will only be perceptible at a considerable distance through the trees within the golf course



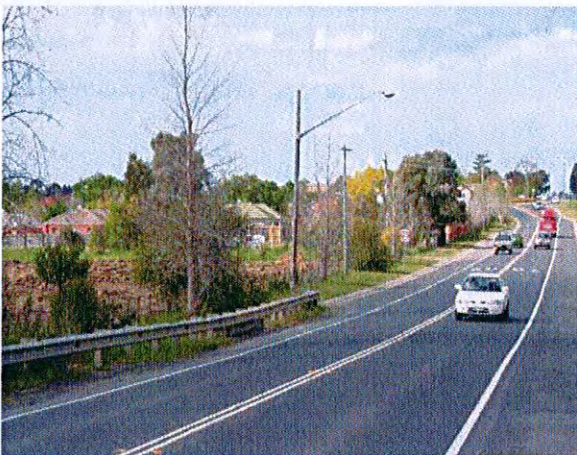
Yamba Cottage is clearly visible through mature trees on the golf course from Studley Park (zoom lens photo)



View from Studley Park across the lake to the Kirkhams Rural Residential Estate in the background (zoom lens photo)



The view from Studley Park to the land subject to the current subdivision application is largely obscured by the mature vegetation within the golf course indicating that it will have very little impact



The buildings on the left currently define the built edge of Narellan. The disturbed area indicates the land subject to the current rezoning application which will extend the built edge closer to the creek line



View along highway heading west is characterised by the open landscape immediately past the built edge. Although the subdivided land will extend the built edge the rural landscape then become apparent as one approaches the cottage

5.6 Critical Views to and from the Yamba Cottage



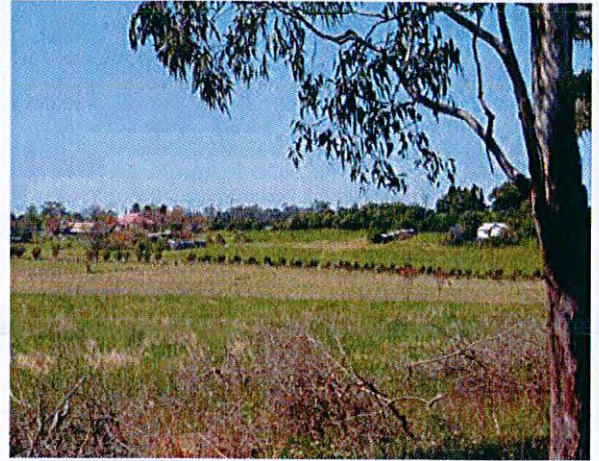
Yamba Cottage as viewed from the east along Camden Valley Way



Yamba Cottage in the distance as viewed from the east outskirts of Narellan



View of Yamba Cottage and group of associated outbuildings as seen from Kirkham Lane (zoom lens)



The subject site as viewed from the northwest along Kirkham Lane



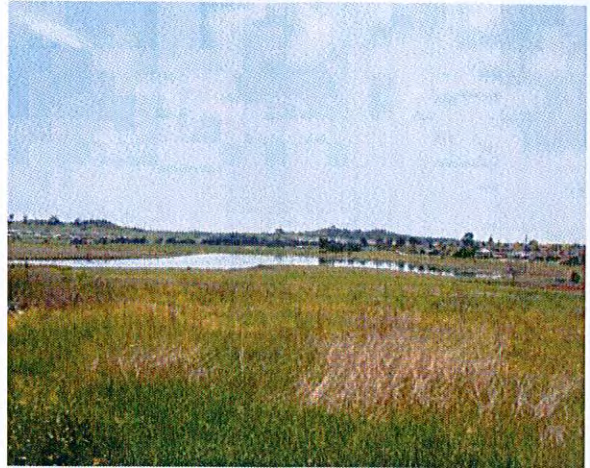
View from subject site to Kirkham Estate to the north and Reservoir to the northeast



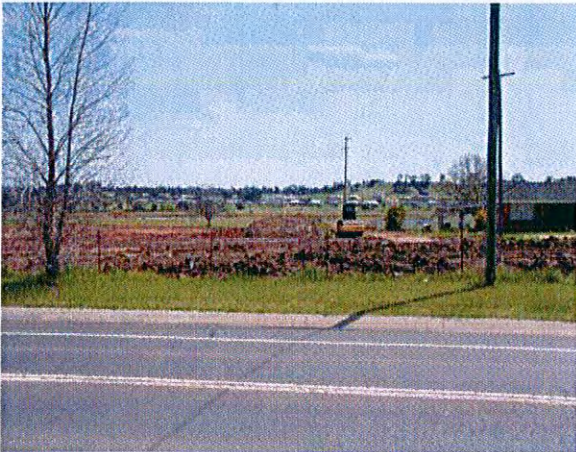
View across floodplains from subject site to Kirkham Lane and the northwest



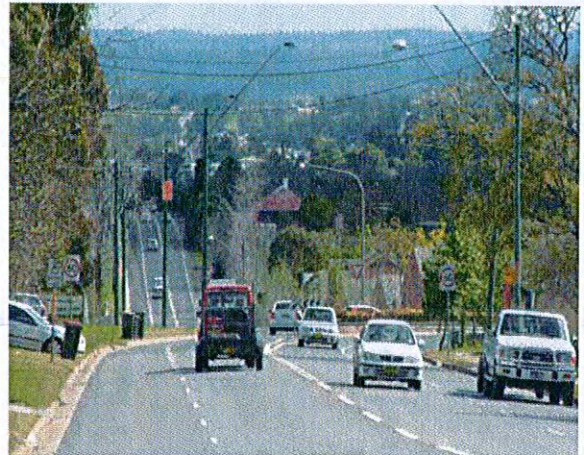
View to the northeast from the rear of Yamba Cottage



View from Building 8 (the large barn) to the Reservoir and residential development to the northeast



View of land, the subject of the proposed rezoning at the eastern end of the site as seen from Camden Valley Way



View of Camden Valley Way showing the existing residential development in the vicinity of Yamba Cottage



View of the eastern end of the site as seen from Camden Valley Way. Of particular note is the townhouse development built close to the road immediately west of Narellan



Edge of residential development at eastern end of site

5.7 Design Principles to Protect Setting

Identified view corridors and visual curtilage that will both protect the rural setting of Yamba and maintain existing sub-regional outlooks are detailed on the diagram below. Accordingly, three areas within the overall site have been identified where further development can occur without negatively impacting on the heritage significance and setting of Yamba Cottage and the locality in general.

- Areas A,B,C,D and E have been identified as the critical corridors to be retained and protected
- 1, 2 and 3 are identified as the potential area for additional development

View Corridor A from Studley Park

This long distance view corridor looks out towards the floodplain landscape with Yamba cottage group to one side in the middle distance.

View Corridor B - Yamba Cottage outlook

View Corridor C - Floodplain outlook from Camden Valley Way (east)

View Corridor D - Yamba Cottage group viewed from Camden Valley Way (east)

View Corridor E - Floodplain outlook from Camden Valley Way and Kirkham Lane

View Corridor F - Along Kirkham Lane to the cottage group on the ridgeline

- Area 1 - the eastern most portion of the overall site to the east of the creekline and adjacent to existing residential development
- Area 2 - a portion on the eastern slope below the Yamba group
- Area 3 - a portion on the western slope below the Yamba group and to the north of the worker's cottage (Building 15)

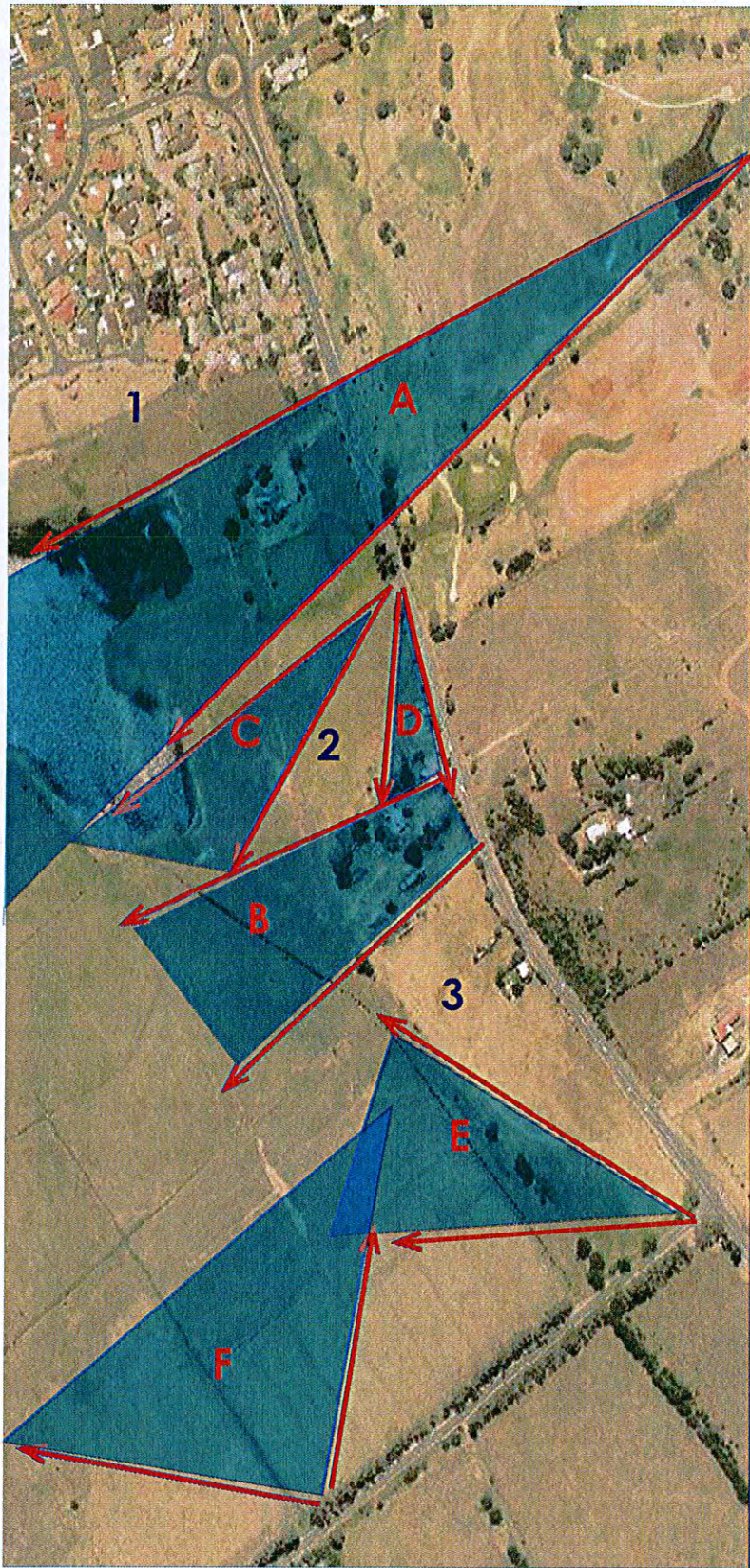
Area 1 - suitable for townhouse style development

Areas 2 and 3 - for a small number of isolated houses set low on the sloping topography.

Existing townhouse development close to the road, east of the site (and adjacent to the Narellan) has restricted immediate views across to the floodplain from Camden Valley Way. Any proposed development would have to be carefully planned to maintain existing views across the floodplain and respect significant aspects of the landscape, such as the creek boundary and roadway.

The view analysis demonstrates the urbanised nature of the surrounding land particularly on the eastern edge of the property.

Views from Studley Park will not be affected by development on the eastern portion of the land given the distance and the existing stands of mature trees.



Plan showing critical view corridors together with areas designated for future development

Constraints and Opportunities

6.0

6.1 Introduction

This section outlines various major issues involved in the preparation of the conservation guidelines for the site. It takes into consideration matters arising from the statement of significance and procedural constraints imposed by cultural conservation methodology such as that of the Australia ICOMOS Burra Charter.

6.2 Implications of Heritage Significance

The primary implications arising from the assessed significance of the Yamba Cottage site that will become the basis for the conservation policies are as follows:

- The majority of the rural land within the subject site to the east and west of the main building group should remain largely undeveloped to maintain the site's contribution to views across the floodplain and separation between the towns of Narellan and Camden.
- Yamba Cottage, its garden to the highway and the core of the main barn (Building 8), Packing Shed (Building 6), and the Worker's Cottage (Building 15) should be retained, adapted and re-used potentially in conjunction with the introduction of new buildings of a similar scale that reinforce the sense of a contained group within the wider landscape.
- There is no heritage based requirement to retain the eastern segment of the site beyond the creek line as rural landscape if it can be better developed to reinforce the built edge of this part of Narellan.

6.3 Heritage Management Framework

6.3.1 Camden Council LEP 48

The site is subject to the provisions of the Camden Local Environmental Plan No 48 1992, which establishes the planning and zoning regime for the LGA. The subject site is not listed as an item of heritage under the Camden LEP. However the site is in the vicinity of the heritage listed Studley Park homestead.

Accordingly Camden Council is the consent authority for the management of the subject site.

Consideration should be given to Camden Council's *Scenic and Cultural Landscape Study* prepared in 1998 which identifies the following considerations for the retention of the quality of the cultural landscape.

- Commercial and residential development set close to the road
- Ribbon commercial or residential development along the roads which blurs and obscures landscape character changes
- Loss of view lines and panoramas to landmark features
- Reduction in the contrast between the towns and surrounding landscape

6.3.2 Archaeological Management

The historic land use study has indicated that there were no prior structures within the subject site that would generate a response under the archaeological provisions of the NSW Heritage Act. However the normal provisions of the Act will still apply to any development on the site.

6.3.3 Non statutory listing

The subject site is not currently listed on any non statutory list such as the National Trust or the RAIA.

6.3.4 Australia ICOMOS

Australia ICOMOS a professional body of conservation practitioners, represented by the Australian National Committee of the International Council on Monuments and Sites (ICOMOS).

Australia ICOMOS has developed and published a Charter for the Conservation of Places of Cultural Significance, generally known as the Burra Charter. This document establishes principles and methodologies for conservation work in Australia, based primarily on an understanding of the heritage values of a place and then appropriate responses to looking after the place in relation to various management issues and requirements. Its status is advisory, not statutory, but it has become widely recognised as establishing the basic methodology for conservation work in Australia.

6.4 Condition of the Buildings

The building elements which are the subject of this report comprise Yamba Cottage, the associated worker's cottage, outbuildings, gardens and grounds. These buildings are generally in a derelict condition with evidence of deterioration, neglect and vandalism. The remnant garden is neglected and overgrown with many of the specimen trees reaching senescence. Associated outbuildings which include lean-to structures to the main cottage, chicken runs, storage sheds and a large barn are also in a derelict condition.

A second cottage (Building 15), constructed of fibro which has been identified as a worker's cottage (to the west of Yamba Cottage on Camden Valley Way) has also deteriorated as a result of poor construction materials and neglect. Subsidence has occurred on the northern side of the cottage resulting in cracking of masonry joints.

The Schedule of Conservation Works contained in Section 7 of this report details work required to conserve Yamba Cottage, the Packing Shed (Building 6), the main barn (Building 8), and the worker's cottage (Building 15). Work to make the property secure should proceed in the short term and then be accompanied by an ongoing Maintenance Regime. (See Section 8 of this Report).

6.5 Owner's Requirements

- to identify and secure appropriate new uses for Yamba Cottage and significant outbuildings
- to utilise less sensitive portions of the site for residential and related development to fund the conservation of the cottage and significant outbuildings.

In order to achieve the above, appropriate land use changes and use consents will need to be obtained from Camden Council.

Conservation Policies

7.0

7.1 Introduction

The Conservation Policies contained in this section establish principles for the conservation and management of the Yamba site in the context of the proposed rezoning of the eastern portion of the site and to inform the preparation of a Draft LEP.

These policies are derived from an understanding of the significance of the site as a whole and of the contribution of individual buildings within that site. They also take cognisance of Camden Council objectives and statutory requirements.

Many of the conservation policies have been formulated in the absence of a firm proposal regarding the re-use of the historic buildings. To this end, policies are intended to establish a broad framework for heritage management.

7.2 Conservation Principles and Processes

The Burra Charter

The Australia ICOMOS Charter for the Conservation of Places of Cultural Significance (known as The Burra Charter) is widely accepted in Australia as the underlying methodology by which all works to sites/buildings, which have been identified as having national, state or local significance are undertaken.

Because the Yamba Cottage site is of demonstrated cultural significance, procedures for managing changes and activities for the site should be in accordance with the recognised conservation methodology of the Burra Charter.

Consistent Terminology

In order to achieve a consistency in approach and understanding of the meaning of conservation by all those involved a standardised terminology for conservation processes and related actions should be adopted. The terminology in The Burra Charter is a suitable basis for this.

The following terms apply to the historic fabric of the site and are included here to assist in understanding of the intent of the conservation requirements in this section.

Place means site, area, land, landscape, building or other work, group of buildings or other works, and may include components, contents, spaces and views.

Cultural significance means aesthetic, historic, scientific, social or spiritual value for past, present or future generations, a range of values for different individuals or groups.

Fabric means all the physical material of the place including components, fixtures, contents, and objects.

Conservation means all the processes of looking after a place so to retain its cultural significance.

Maintenance means the continuous protective care of the fabric and setting of a place, and is to be distinguished from repair. Repair involves restoration or reconstruction.

Preservation means maintaining the fabric of a place in its existing state and retarding deterioration.

Restoration means returning the existing fabric of a place to a known earlier state by removing accretions or by reassembling existing components without the introduction of new material.

Reconstruction means returning the place to a known earlier state and is distinguished from restoration by the introduction of new material into the fabric.

Adaptation means modifying a place to suit the existing use or a proposed use.

Use means the functions of a place, as well as the activities and practices that may occur at the place.

Compatible use means a use, which respects the cultural significance of a place. Such a use involves no, or minimal, impact on cultural significance.

Setting means the area around a place, which may include the visual catchment.

Related place means a place that contributes to the cultural significance of another place.

Interpretation means all the ways of presenting the cultural significance of a place.



7.3 Retention of Rural Landscape Setting

Policy 7.3.1

The majority of the rural land within the subject site to the east and west of the main building group should remain largely undeveloped to maintain the site's contribution to views across the floodplain and separation between the towns of Narellan and Camden.

Guidelines

The introduction of road and footpath access to the group of buildings surrounding Yamba Cottage may cross the open landscape curtilage without impacting on its visual integrity.

Any fencing should be of an open visual nature and also that the majority of new landscaping should be confined to the vicinity of the group of buildings around the cottage maintaining the open grassland character of the site.

7.4 Retention of the Yamba Cottage Group and its Immediate Setting



The Yamba Cottage Group and its immediate setting is defined by the area marked in yellow on this aerial photograph

Policy 7.4.1

Based on the visual analysis contained in this CMP an area around the Yamba Cottage (Building 1) and its principle outbuildings has been defined (see figure above) as the minimum required to retain its traditional setting and visual links to both Camden Valley Way and the larger floodplain.

Policy 7.4.2

Yamba Cottage (Building 1), its garden to the highway, the Packing Shed (Building 6), the core of the Main Barn (Building 8) and the Worker's Cottage (Building 15) should be retained, adapted and re-used in the context of permissible land uses.

Given its limited potential for viable re-use in its own right, the conservation of Yamba Cottage could include the introduction of new buildings of a similar scale that reinforce the sense of a contained group within the wider landscape.

Guidelines

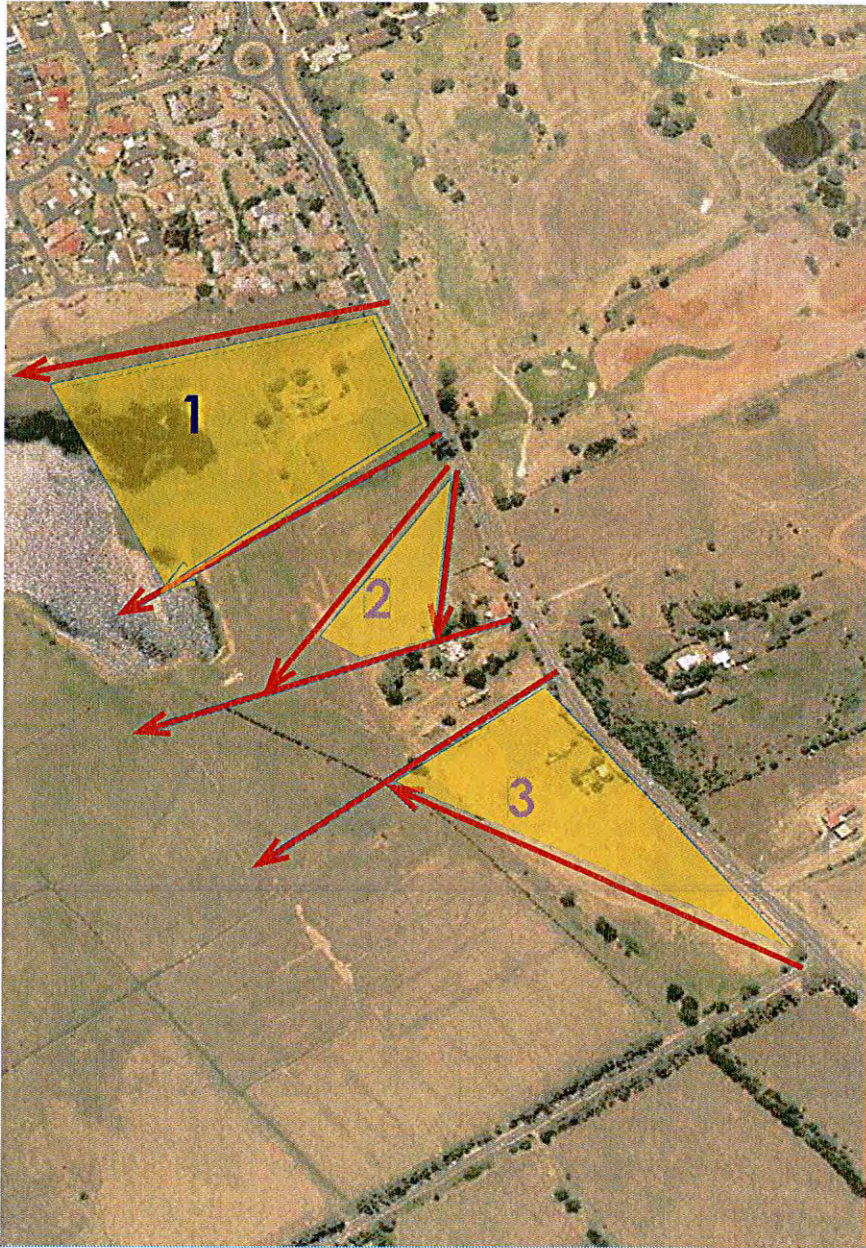
- Any additions to the main house should be confined to its northern side and be located in relatively close proximity to the house.
- The scale of any additions to the main house should not exceed single storey and be generally subservient to the scale and prominence of the main house.
- Any freestanding buildings considered appropriate within the broader re-use framework for Yamba Cottage and its setting shall be confined to the space between the main house and the barn and towards the western side of the immediate setting.
- Allowance can be made for the introduction of internal roadway across the larger Yamba site from its eastern end to provide access to both the Yamba Cottage group and any additional free standing houses that are approved within the two identified development zones.

7.5 Development on the Overall Site

Policy 7.5.1

Based on the visual analysis and heritage assessment three separate development zones have been identified within the overall Yamba property.

- ***Zone 1 - the eastern most portion of the overall site to the east of the creekline and adjacent to existing residential development***
- ***Zone 2 - a portion on the eastern slope below the Yamba group***
- ***Zone 3 - a portion on the western slope below the Yamba group***



Three separate development zones based on the visual analysis and heritage assessment

All of the remnant overall site excluding Zone 1 but including the Yamba Cottage curtilage could be developed. with some residual land to the east and west. Zones 2 and 3 could be further developed to accommodate a limited number of new dwellings provided that such development contributes to the conservation and long term sustainable use of Yamba Cottage.



Guidelines

Zone 1

- 2 storey medium density housing with major point of vehicular access to the overall site

Zone 2

- no more than 3 single free standing houses with dormer windows 20 metres apart set to the north of the access road and below the main massing of Yamba Cottage.

Zone 3

- no more than 3 single free standing houses with dormer windows 20 metres apart and north of the worker's cottage which is to be retained, with an addition to the rear.

7.6 Subdivision of the Overall Site

Policy 7.6.1

Based on the visual and heritage analysis the overall site may be subdivided into the following parcels:

- *Zone 1 - medium density at the eastern portion of the site for townhouses*
- *Zones 2 and 3 (Yamba cottage and curtilage including barn and packing shed/roadside stall, the worker's cottagem and new dwelling house sites) and the land adjacent to the watercourse which will be a reserve*

7.7 Design Principles for new development (Zone 1)

Policy 7.7.1

The portion of the site east of the creek line (Zone 1) which has stronger associations with the edge of the village rather than with the wider rural landscape may be subdivided and developed as medium density to reinforce the built edge of Narellan.

Guidelines

New residential development on this land should be medium density, no more than two storeys high and should be set well back from Camden Valley Way.

The future medium density development will be subject to a detailed design phase in the preparation of a development application for this portion of the site. The proposal will need to comply with Council's DCP requirements for this type of development with respect to dwelling size, car parking, vehicle manoeuvring, private open space, solar access, built form etc.

The following general design principles shall also be considered:

Height

Dwellings fronting Camden Valley Way shall be limited to single storey in height with attic rooms permissible within the roof form.

7.8 Design Principles - Yamba Cottage and Surrounding Land

Lot Sizes

Six new Torrens title dwelling lots are to be created generally in accordance with the concept plan included in this CMP. The Worker's Cottage (Building 15) should be contained on a lot that includes the land between the internal access road and Camden Valley Way, and the Barn and Roadside Stall shall be included within this lot. The land surrounding the watercourse should be included in a lot which may be dedicated to Council in future should the need arise. The final lot sizes will be confirmed at development application stage.

Housing Sizes

The new dwellings shall have a maximum footprint of 150m² with attic rooms permitted if they are contained within an appropriately-pitched roof form that is complementary to the existing roof pitch of Yamba Cottage. New dwellings shall be a maximum of 15m width and shall have a minimum separation of 20-25m between each dwelling as reflected by the concept development plan.

Garaging for both the new dwellings and existing dwellings shall be provided underneath each dwelling wherever possible, given the slope of the land. Vehicular access to the garages can be achieved via a driveway down the side of each dwelling. Should the site levels not permit garages underneath the dwellings, enclosed at-grade garaging may be provided with a maximum 20m² and an attached carport. At-grade garaging shall be located behind the front building line, and preferably behind the dwelling.

Additional Footprints

Yamba Cottage and the Worker's Cottage may be increased by a maximum of 100m² each. The addition to the rear of Yamba Cottage should be no wider than the main core of the dwelling.

Building Design Controls

The following design controls should apply to both the extensions to Yamba Cottage and any new residences built on the site.

New dwellings shall address the internal access road, with private open space being provided behind the dwelling on the lower slopes. Dwellings shall be one storey in height with roof forms that complement the existing roof form of Yamba Cottage. Dwellings and additions shall be constructed using appropriate materials to achieve a light-weight appearance which is

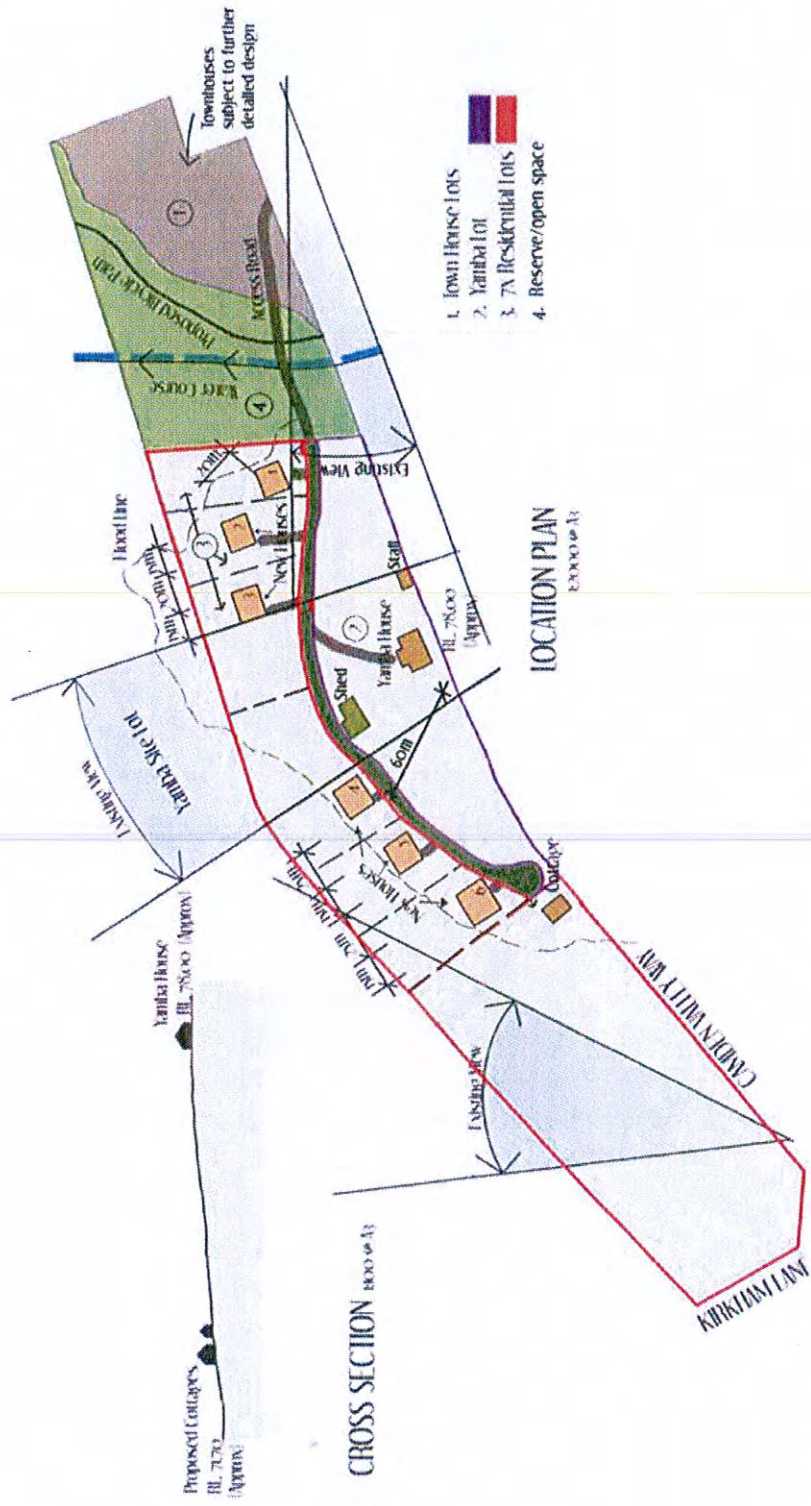
complementary to Yamba Cottage. Such materials may include timber or cladding for external walls, corrugated metal roofing and guttering in non-reflective colours, and minimal use of masonry and brickwork. Colour schemes shall be prepared for the additions to Yamba Cottage and the Worker's Cottage, as well as for the new dwellings. The Yamba/Worker's Cottage colour scheme shall have regard for the existing colours of the dwelling as well as the colours portrayed in the historical photo included on page 16 of the CMP. The colour scheme for the new dwellings shall be formulated in consultation with an appropriately qualified heritage professional and shall not include bright or reflective tones (other than whites or greys).

Access Road

the internal access road shall be constructed to Council's standards to ensure that the road can cater for both residential traffic as well as service vehicles, emergency vehicles, and small trucks. If the road requires hard kerb and guttering, it is preferred that rolled-edge kerb be used to minimise the visual impact of the kerbing. The use of white uncoloured concrete for any kerbing should be avoided.

Landscaping and Fencing

Weed control on the site should occur in accordance with the Weed and Vegetation Management Plan prepared by Horticultural Management Services, as amended or as approved by Council. The invasive species fronting Camden Valley Way shall be removed to improve visual amenity and view lines down to the floodplain. Landscaping in the areas identified as view corridors on the concept development plan shall be minimised and limited to low shrubs so as not to impede on these view corridors. A detailed landscaping plan shall be included with a future development application. Boundary fencing between each lot shall be provided in the form of post and wire fencing. Solid fencing or pre-fabricated panel fencing (e.g. wrought iron/pool fencing) is not permitted as it is visually dominant and out of character with the rural character of the site. To achieve visual and acoustic privacy between dwellings, vegetation screening should be planted. Any existing fencing or fence lines should be retained or replicated in the landscaping plan to reinforce the previous configuration of the site when agricultural uses were undertaken.



- 1. Town House Lots
- 2. Yamba Lot
- 3. 7x Residential Lots
- 4. Reserve/open space

DESIGN PRINCIPLES
 LOT 13 DP817940
 181 Camden Valley RRL, KIRRIHAM

YAMBA COTTAGE
 CLUNE, Mr. J. MOURCHED

RON C DUNKLEY & ASSOCIATES PTY LIMITED ACN0003038949 ARCHITECTS
 Telephone: 0487 622 000 FAX: 02 9600 7947 Email: ron@rcda.com.au RICHMOND NSW 1513
 181 CAMDEN VALLEY RRL, KIRRIHAM

On the basis of the assessed grading of significance, the historical component of Yamba Cottage (Building 1) and the core of the barn (Building 8) and Roadside Stall (Building 6) should be retained and conserved in the context of re-use.

Policy 7.9.2

On the basis of the assessed grading of significance, the worker's cottage (Building 15) should be retained.

Policy 7.9.3

The remaining outbuildings, sheds, and enclosures may be demolished to facilitate the future re-use of the site and introduction of new buildings in the vicinity of the main house.

7.10 Interim Protective Measures

Policy 7.10.1

In the period prior to the implementation of the conservation and re-use program Yamba Cottage shall be secured in a reversible manner to discourage access by unauthorised people and to minimise any further degradation of the building fabric.

Guidelines

Interim protective measures identified in the separate schedule attached to this Conservation Plan should be implemented for the period until the Conservation Works are commenced.

7.11 Conservation of Significant Fabric of Yamba Cottage Group

Policy 7.11.1

Extant significant building fabric for Yamba Cottage, the main Barn and the Packing Shed both internally and externally should be retained and conserved, in accordance with the levels of significance identified in Section 7 Schedule of Conservation Works, of this CMP.

Policy 7.11.2

Prioritise conservation work according to conservation needs. Address unstable fabric or deterioration that endangers significant fabric first.

Policy 7.11.3

During documentation and work, retain the maximum amount of significant fabric consistent with the preservation



of the element and in relation to the relative significance of the element. Replacements are of less heritage value than the original fabric.

7.12 Reconstruction of Missing Fabric

Policy 7.12.1

As part of the conservation and adaptive re-use of the cottage, missing early elements and features such as flooring, joinery, fireplaces and wall linings should be reconstructed as required.

7.13 Removal of Elements of Little Significance

Policy 7.13.1

Structures which date from more recent modifications to the main cottage are considered to be of little significance and detract from the significance of the place. These are marked on the aerial photograph in Section 3 of this report and include:

- Car port (Building 2)
- Lean-to at rear (Building 3)
- Lean to at rear (Building 4)
- Verandah enclosures

7.14 Ongoing Maintenance

Policy 7.14

Following the completion of the Conservation Works a Maintenance Regime for the Yamba Cottage, the Main Barn (Building 8), the Packing Shed (Building 6) and the Worker's Cottage (Building 15) should commence in accordance with the Ongoing Maintenance Regime contained in Part 8 of this CMP.

7.15 Landscape and Site Features

Policy 7.15.1

The deteriorated landscape elements such as remnant orchards and ornamental trees which have reached senescence should be removed as part of a new landscape regime.

Policy 7.15.2

Significant garden elements in the front garden including the palm trees, conifer and post and rail fence should be retained and upgraded as appropriate.

7.16 Uses of Yamba Cottage Group

The following potential uses for the Yamba Cottage group

have been identified. Other uses may emerge with further consideration.

- residential
- light commercial
- home office

7.17 Services

Policy 7.17.1

Any service equipment, including security, air conditioning and ventilation equipment should be carefully integrated into future refurbishments to avoid detrimental impact on both interior spaces and the building facades.

Guidelines

Existing service areas may be upgraded. Any upgrading is subject to the proper approval process and must take account of the policy for Controls on Intervention, as detailed below.

7.18 Controls on Intervention

Background

Article 3 of The Burra Charter indicates that conservation is based on a respect for the existing fabric of a place and should therefore involve the least possible physical intervention in order not to distort the evidence provided by the fabric.

Adaptations of existing fabric for practical reasons such as installation of new services and equipment, and the need to meet fire safety and other statutory requirements may be required in terms of securing a viable use for the building components as a whole, and satisfying the changing needs of the general public.

Policy 7.18.1

Intervention into building fabric for non-conservation purposes should generally be restricted to approved programs of re-use or upgrading of service areas and facilities.

Guidelines

Intervention into any building fabric should respect the integrity of the extant material, be carefully controlled, and be limited to that required by the proposed works.

Limited intervention for exploratory or research purposes should generally be restricted to approved programs of re-use, or upgrading of service areas and facilities.

Intervention should not be detrimental to the original

fabric.

7.19 Termite Control

Background

Weatherboard buildings are particularly susceptible to termite attack. Damp conditions encourage rotting in timber and increase the risk of termite attack. Sub-floor areas need to be well ventilated to avoid the damage from damp conditions.

Policy 7.19.1

Regular inspections of the building, including the sub-floor area and the roof space, should be carried out by a qualified professional. Professional advice should be implemented in accordance with the policies of this CMP.

Guidelines

- Termite inspections should be carried out at least annually.
- Adequate sub-floor ventilation should be maintained at all times.
- Planting garden beds against the walls of the house should be avoided.

7.20 Appropriate Conservation Skills and Experience

Background

The *Burra Charter* encourages the use of skilled and appropriate professional direction and supervision from a range of disciplines for conservation activities.

The attitudes, skills and experience required and creative approaches taken in the context of a conservation project are quite different to those applied to the design and construction of new buildings.

Policy 7.20.1

Appropriate conservation skills and experience should be available within the project teams to deal with any programmes of conservation and future upgrading of 'Yamba Cottage' the Main Barn (Building 8), the Packing Shed (Building 6) and the Worker's Cottage (Building 15).

Guidelines

Building contractors, project managers and trades personnel who are experienced with working on historic buildings should be selected to work on conservation and maintenance of the building, and for any future upgrades.

7.21 Archaeology

From the historical assessment of the site archaeology would most likely be limited to the agricultural uses in the eastern and western zones although the presence of other structures is unlikely.

Policy 7.20.1

As and when new dwellings and roads are proposed, an archaeological assessment of the affected areas should be undertaken.

7.22 Interpretation

Policy 7.22.1

As part of a future conservation re-use program an Interpretation Plan should be prepared.

7.23 Review of the Conservation Management Plan

Policy 7.23.1

The CMP should be reviewed as and when Council determines a change of land use policy or a significant ownership proposal emerges that requires detailed heritage management guidance.

Implementing the Plan

8.0

8.1 Introduction

This *Conservation Management Plan* has been prepared to provide guidelines for the on-going use, conservation and overall heritage management of the site in order to direct the future conservation works to minimise any likely heritage impact.

This section sets out the implementation guidelines for the policies, including a list of management issues and schedules for conservation and maintenance works.

8.2 Management Principles

The current owners are to:

- review and adopt this *Conservation Management Plan* (CMP)
- refer any development proposals, which fall outside the scope of this CMP, to Camden Council.
-

8.3 Interim Protection

The following measures have been prepared and should be implemented immediately.

Interim Protective Measures




- Secure Yamba Cottage with protective fencing to avoid further degradation of the building
- Secure windows and doors
- Inspect for termite infestation
- Inspect roof structure and rain water disposal to make any necessary repairs to prevent water egress.
- Trim trees to keep leaves clear of gutters and prevent damage to building. Any trees that need to be removed should be done in accordance with the policies of this plan and any relevant Council policy.
- Slash grass around the main buildings to minimise risk of fire

8.4 Voluntary Planning Agreement

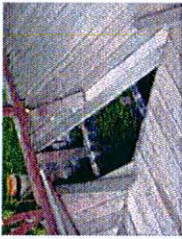



A separate Voluntary Planning Agreement has been prepared at the suggestion of Camden Council. The VPA provides a series of milestones to connect and coordinate the conservation of the historic buildings with the progressive subdivision development of the surrounding land.

In preparing future development proposals for the site, the developer should ensure that its obligations under the VPA, and the relationship between the VPA and this CMP, are fully understood


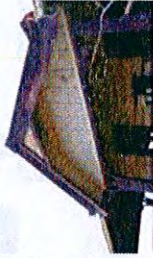
Schedule of Conservation Works for Yamba Cottage - Buildings 2, 3 & 4

1.0 ADDITIONS AND MODIFICATIONS						
ELEMENT/ LOCATION	FABRIC	HERITAGE SIGNIFICANCE & CONDITION	ELEMENT	ACTION - SCHEDULE OF WORKS		
1.1 Carport - Structure No 2	Clip lock roofing material and masonite panels on end wall	Little Low		1.1.1. Demolish		
1.2 Lean to at rear - Structure No 3	Timber frame and fibro sheeting, corrugated roofing material	Little Low		1.2.1 Demolish		
1.3 Lean to at rear - Structure No 4	Clear corrugated roofing material, timber rail	Little Low		1.3.1 Demolish		



Schedule of Conservation Works for Yamba Cottage - Building 1

2.0 EXTERNAL - VERANDAH ELEMENT/ LOCATION	FABRIC	HERITAGE SIGNIFICANCE & CONDITION	ELEMENT	ACTION - SCHEDULE OF WORKS
2.1 Verandah Flooring	Tongue and groove timber boarding	Moderate Good		2.1.1. Inspect timber structural elements, cladding and finishes for termites. 2.1.2. Replace damaged and missing sections to match existing 2.1.3. Replace any damaged floor joists to match existing 2.1.4. Sand and finish with tongue oil (no polyurethane to be used)
2.2 Verandah Balustrades	Timber	High Balustrades are in sound condition		2.2.1. Repair or replace missing and damaged sections 2.2.2. Prime and paint timber as required.
2.3 Verandah Posts	Timber	High Timber is in sound condition		2.3.1. Inspect for termite damage 2.3.2. Prime and paint timber as required
2.4 Roof structure	Timber	High Timber is in sound condition		2.4.1. Inspect for termite damage 2.4.2. Prime and paint timber as required



Schedule of Conservation Works for Yamba Cottage

2.0 EXTERNAL					
ELEMENT/LOCATION	FABRIC	HERITAGE SIGNIFICANCE & CONDITION	ELEMENT	ACTION REQUIRED	
2.5 Roof	Corrugated profile metal sheeting	Moderate Good		2.5.1 Damaged sections to be replaced to match existing 2.5.2 Flashing and capping to be replaced as necessary	
2.6 Roof guttering	Metal	Moderate Poor		2.6.1. Replace with material compatible with roof sheeting	
2.7 Gablet	Timber frame Timber barge boards Proprietary pressed metal gable end Corrugated iron sheeting	High Good		2.7.1 Replace damaged and missing sections of barge boards to match existing material, profile and fixing 2.7.2 Sand back, fill, prime and paint 2.7.2. Rub back pressed metal, treat for corrosion, prime and paint 2.7.3. Damaged or missing sections of corrugated iron sheeting to be replaced with compatible material to matching roofing generally	
2.8 Weatherboards	Timber	Moderate Appear to be in sound condition		2.8.1 Inspect for termite infestation and damage 2.8.2 Replace damaged and missing sections of weatherboards to match existing material, profile and fixing	


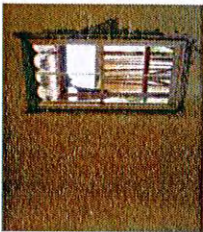
Schedule of Conservation Works for Yamba Cottage

3.0 ROOF					
ELEMENT/LOCATION	FABRIC	HERITAGE SIGNIFICANCE	ELEMENT	ACTION REQUIRED	
3.1 Detailing		High			
3.2 Cladding	Corrugated profile metal sheeting	Moderate Good		3.2.1 Damaged sections to be replaced to match existing 3.2.2 Flashing and capping to be replaced as necessary	
3.3 Roof structure	Timber roof trusses	High Appear to be in sound condition		3.3.1 Sand back, prime and repaint surfaces 3.3.2 Inspect and replace bracing elements where necessary	



Schedule of Conservation Works for Yamba Cottage

4.0 INTERNAL				
ELEMENT/LOCATION	FABRIC	HERITAGE SIGNIFICANCE	CONDITION	ACTION REQUIRED
4.1 Fire Place	Brick	Moderate Poor. Hearth and surrounds have been removed.		4.1.1. Replace missing hearth salt-glazed tiles to match original. 4.1.2. Replace missing timber furniture and mantlepiece. 4.1.3. Check and clear chimney throat.
4.2 Floor Framing	Timber boards	Low Much of the original floor framing has been replaced and is in good condition		4.2.1 Check brick piers for structural integrity, repair if required 4.2.2 Check floor framing for termite damage, treat 4.2.3 Repair or replace as required

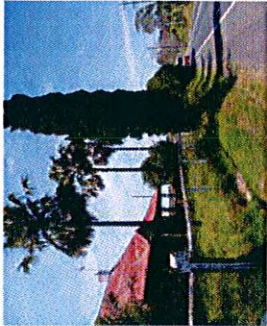
Schedule of Conservation Works for Yamba Cottage

4.0 INTERNAL CONT.		FABRIC	HERITAGE SIGNIFICANCE & CONDITION	ELEMENT	ACTION REQUIRED
4.4 Wall Framing	Timber		High		4.4.1 Repair as required
4.5 Wall Cladding - Lathe and plaster	Lathe and plaster Timber tongue and groove boards Plasterboard		High Poor condition		4.5.1 Repair as required by preserving and reconstructing with materials to match the existing 
4.5 Wall Cladding	Plasterboard in cross corridor		Intrusive		4.5.2 Remove plasterboard to expose lathe and plaster behind
4.6 Ceilings	Proprietary pressed metal Timber tongue and groove.		High Good		4.6.1 Repair as required by preserving and reconstructing with materials to match the existing 4.6.2 Pressed metal ceilings should be inspected for corrosion and treated if required prior to application of new paint finish 4.6.3 Timber tongue and groove ceiling in kitchen should be sanded back, primed and painted to match
4.7 Windows	Timber frame, sash		High		4.7.1 Replace missing joinery and glazing to match existing
4.7 Windows	Aluminium on enclosed verandah		Intrusive		4.7.2 Remove aluminium windows




Schedule of Conservation Works for Yamba Cottage

INTERNAL CONT.					
ELEMENT/LOCATION	FABRIC	HERITAGE SIGNIFICANCE & CONDITION	ELEMENT	ACTION REQUIRED	
4.8 Doors		Moderate Many of the original doors have been removed		4.8.1 Replace doors with joinery consistent with period and style of construction 4.8.2 Replace french door to verandah from Living Room to match existing	
4.9 Joinery	Timber architraves	High Much of the original joinery has been removed		4.9.1 Reconstruct missing sections to match existing profiles, materials and finish	

Schedule of Conservation Works for Yamba Cottage



LANDSCAPE and GARDEN ELEMENTS	ITEM	HERITAGE SIGNIFICANCE & CONDITION	ELEMENT	ACTION REQUIRED
Fencing	Timber rail with wire strand infill	Medium Poor		Retain or replace as required to match existing
Palms x 4		High Good condition		Remove grass from base of palms
Conifer		High Good condition		Remove grass from base

Schedule of Conservation Works for the Packing Shed/Roadside Stall - Building 6


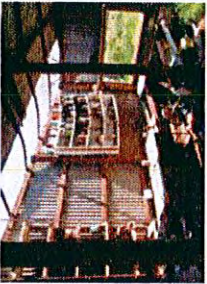
PACKING SHED.		FABRIC	HERITAGE SIGNIFICANCE & CONDITION	IMAGE	ACTION REQUIRED
Element/Location					
Flooring	Concrete	Moderate			Patched where required
Structure	Timber framing	High Fair with some termite damage		Repair as required by preserving and reconstructing with fabric that matches in material profile and finish	
Cladding - wall and roof	Corrugated profile metal sheeting	Moderate		All missing or deteriorated units to be replaced with fabric that matches in material profile and finish	
Roof structure	Corrugated profile metal sheeting	Moderate Moderate condition		All missing or deteriorated units to be replaced with fabric that matches in profile and finish	

PACKING SHED. Fittings associated with agricultural retail use	Timber	High		Retain and repair as required
	Signage	High Poor		The paper signage should be conserved by a professional paper conservator and protected to allow for ongoing display purposes once other conservation works have been completed
n.b. Fabric not associated with agricultural retail use should be removed and appropriately disposed of.				




Schedule of Conservation Works for the Main Barn - Building 8

THE MAIN BARN.				
ELEMENT/LOCATION	FABRIC	HERITAGE SIGNIFICANCE & CONDITION	IMAGE	ACTION REQUIRED
Flooring	Concrete Earth Recycled pavers	Moderate		Patched where required
Structure	Timber framing Fair condition	High		Check timber framing for termite damage Repair or replace as required with materials to match the original
Cladding - wall and roof	Corrugated profile metal sheeting Timber slats fixed to frame Timber doors/panels	Moderate		All missing or deteriorated units to be replaced with fabric that matches in material profile and finish Timber cladding to be checked for termite damage

Schedule of Conservation Works for the Barn - Building 8

<p>THE MAIN BARN.</p>	<p>Roof structure</p>	<p>Corrugated profile metal sheeting</p>	<p>Moderate Moderate condition</p>		<p>All missing or deteriorated units to be replaced with fabric that matches in profile and finish</p>
<p>Fittings associated with agricultural use</p>	<p>Timber</p>	<p>High</p>		<p>To e retained on site and with missing or damaged sections repaired to match original</p>	
<p>n.b. Fabric not associated with agricultural retail use should be removed and appropriately disposed of.</p>					

Schedule of Conservation Works for the Worker's Cottage - Building 15

THE WORKER'S COTTAGE				
Roof structure	Corrugated profile metal sheeting	Moderate Moderate condition		Deteriorated roofing sheets to be replaced with a material of a like profile
Walls	Fibre cement sheeting	Intrusive		To be replaced with profiled timber weather boards
Chimney, piers, rear steps	Brick	Moderate		To be repaired

On-going Maintenance Schedule Building 1 - Yamba Cottage

Building Element	Every Year.	Every Five Years	Every Ten Years
OVER ALL BUILDING	Monitor condition General cleaning Pest Inspection	Check security and general safety	
BRICK FOOTINGS		Monitor condition Seek specialist advice on conservation, as necessary	
CHIMNEY	Inspect for signs of rising damp or deterioration of mortar joints	Monitor condition Clean, rejoin and repoint brickwork as necessary	
ROOFING Sheeting Ridge caps Flashing	Inspect Monitor condition Particular attention should be paid to evidence of water ingress and appropriate remediation undertaken	Check for water tightness and make appropriate repairs	Replace as necessary with materials to match existing
STORMWATER DISPOSAL Down pipes Gutters Rainwater heads	Monitor and clean as required, in particular the box gutter at the front	Check working order and repair as required	Check working order Replace as necessary
VERANDAH Timber posts, balustrades and flooring	Inspect Repair as required by preserving and reconstructing with timber materials to match the existing profiles		Replace as necessary with materials to match existing
WEATHERBOARD CLADDING	Inspect Repair as required by preserving and reconstructing with timber materials to match the existing profiles	Repaint	Replace as necessary with materials to match existing

On-going Maintenance Schedule Building 1 - Yamba Cottage

Building Element	Every Year.	Every Five Years	Every Ten Years
INTERNAL DOORS AND JOINERY	Inspect Repair as required by preserving and reconstructing with timber materials to match the existing profiles	Repaint	
INTERNAL WALLS	Monitor wear Repair as required by preserving and reconstructing with materials to match the existing	Repaint as required	
FLOORS	Monitor	Repair as required by preserving and reconstructing with timber materials to match the existing profiles	
SERVICES Electrical	Inspect	Repair as required	Upgrade as required
BARN AND OUTBUILDINGS	Regular inspections	Repairs in accordance with their future uses	
GROUNDS	Monitor vegetation. Remove weed species Trim trees to keep leaves clear of gutters and prevent damage to building. Any trees that need to be removed should be done in accordance with the policies of this plan and any relevant Council policy. Grass around the main building should be slashed to minimise risk of fire		

On-going Maintenance Schedule:
 Building 6 (Packing Shed), Building 8 (The Main Barn)
 and Building 15 (Worker's Cottage)

Building Element	Every Year	Every Five Years	Every Ten Years
OVER ALL BUILDING	Monitor condition General cleaning Pest Inspection	Check security and general safety	
ROOFING Sheeting Ridge caps Flashing	Inspect Monitor condition Particular attention should be paid to evidence of water ingress and appropriate remediation undertaken	Check for water tightness and make appropriate repairs	Replace as necessary with materials to match existing
STRUCTURE Timber posts, timber frame and roof structure	Inspect Repair as required by preserving and reconstructing with materials to match the existing profiles Particular attention should be paid to evidence of water ingress and appropriate remediation undertaken		Replace as necessary with materials to match existing
Brick piers, chimney and rear stairs to Worker's Cottage	Repair as required by preserving and reconstructing with materials to match existing profiles		
WALL CLADDING	Inspect Repair as required by preserving and reconstructing with timber materials to match the existing profiles	Replace as required	Replace as necessary with materials to match existing

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9.0

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