



## **DEVELOPMENT APPLICATION**

### **PDPLANPMTD-2025/054066**

**PROPOSAL:** Dwelling

**LOCATION:** 20 Lowlynn Court, Geilston Bay

**RELEVANT PLANNING SCHEME:** Tasmanian Planning Scheme - Clarence

**ADVERTISING EXPIRY DATE:** 15 September 2025

The relevant plans and documents can be inspected at the Council offices, 38 Bligh Street, Rosny Park, during normal office hours until 15 September 2025. In addition to legislative requirements, plans and documents can also be viewed at [www.ccc.tas.gov.au](http://www.ccc.tas.gov.au) during these times.

Any person may make representations about the application to the Chief Executive Officer, by writing to PO Box 96, Rosny Park, 7018 or by electronic mail to [clarence@ccc.tas.gov.au](mailto:clarence@ccc.tas.gov.au). Representations must be received by Council on or before 15 September 2025.

To enable Council to contact you if necessary, would you please also include a day time contact number in any correspondence you may forward.

Any personal information submitted is covered by Council's privacy policy, available at [www.ccc.tas.gov.au](http://www.ccc.tas.gov.au) or at the Council offices.

## Application for Development / Use or Subdivision

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Use this form to obtain planning approval for developing or using land, including subdividing it into smaller lots or lot consolidation.

Proposal: **New Private Dwelling**

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Location: **20 Lowlynn Court, Geilston Bay**

**Personal Information Removed**

Is the property on the Tasmanian Heritage Register? Yes ☐ No ☒

If yes, we recommend you discuss your proposal with Heritage Tasmania prior to lodgement as exemptions may apply which may save you time on your proposal.

If you had pre-application discussions with City of Clarence, please provide planner's name:

Current use of site: **Vacant Residential**

Does the proposal involve land administered or owned by the Crown or Council? Yes ☐ No ☒

#### Declaration

- I have read the Certificate of Title and Schedule of Easements for the land and am satisfied that this application is not prevented by any restrictions, easements or covenants.
- I authorise the provision of a copy of any documents relating to this application to any person for the purposes of assessment or public consultation. I agree to arrange for the permission of the copyright owner of any part of this application to be obtained. I have arranged permission for Council's representatives to enter the land to assess this application
- I declare that, in accordance with Section 52 of the Land Use Planning and Approvals Act 1993, that I have notified the owner of the intention to make this application. Where the subject property is owned or controlled by Council or the Crown, their signed consent is attached.
- I declare that the information in this declaration is true and correct.

#### Acknowledgement

- I acknowledge that the documentation submitted in support of my application will become a public record held by Council and may be reproduced by Council in both electronic and hard copy format in order to facilitate the assessment process; for display purposes during public consultation; and to fulfil its statutory obligations. I further acknowledge that following determination of my application, Council will store documentation relating to my application in electronic format only.

**Personal Information Removed**

Please refer to the development/use and subdivision checklist on the following pages to determine what documentation must be submitted with your application.



## Development/use or subdivision checklist

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### Mandatory Documents

This information is required for the application to be valid. We are unable to proceed with an application without these documents.

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- ☐ Details of the location of the proposed use or development.
- ☐ A copy of the current Certificate of Title, Sealed Plan, Plan or Diagram and Schedule of Easements and other restrictions for each parcel of land on which the use or development is proposed.
- ☐ Full description of the proposed use or development.
- ☐ Description of the proposed operation. May include where appropriate: staff/student/customer numbers; operating hours; truck movements; and loading/unloading requirements; waste generation and disposal; equipment used; pollution, including noise, fumes, smoke or vibration and mitigation/management measures.
- ☐ Declaration the owner has been notified if the applicant is not the owner.
- ☐ Crown or Council consent (if publically-owned land).
- ☐ Any reports, plans or other information required by the relevant zone or code.
- ☐ Fees prescribed by the City of Clarence.

Application fees (please phone 03 6217 9550 to determine what fees apply). An invoice will be emailed upon lodgement.

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### Additional Documents

In addition to the mandatory information required above, Council may, to enable it to consider an application, request further information it considers necessary to ensure that the proposed use or development will comply with any relevant standards and purpose statements in the zone, codes or specific area plan, applicable to the use or development.

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- ☐ Site analysis and site plan, including where relevant:
    - Existing and proposed use(s) on site.
    - Boundaries and dimensions of the site.
    - Topography, including contours showing AHD levels and major site features.
    - Natural drainage lines, watercourses and wetlands on or adjacent to the site.
    - Soil type.
    - Vegetation types and distribution, and trees and vegetation to be removed.
- 





- Location and capacity of any existing services or easements on/to the site.
  - Existing pedestrian and vehicle access to the site.
  - Location of existing and proposed buildings on the site.
  - Location of existing adjoining properties, adjacent buildings and their uses.
  - Any natural hazards that may affect use or development on the site.
  - Proposed roads, driveways, car parking areas and footpaths within the site.
  - Any proposed open space, communal space, or facilities on the site.
  - Main utility service connection points and easements.
  - Proposed subdivision lot boundaries.
- ☐ Where it is proposed to erect buildings, detailed plans with dimensions at a scale of 1:100 or 1:200 showing:
- Internal layout of each building on the site.
  - Private open space for each dwelling.
  - External storage spaces.
  - Car parking space location and layout.
  - Major elevations of every building to be erected.
  - Shadow diagrams of the proposed buildings and adjacent structures demonstrating the extent of shading of adjacent private open spaces and external windows of buildings on adjacent sites.
  - Relationship of the elevations to natural ground level, showing any proposed cut or fill.
  - Materials and colours to be used on rooves and external walls.
- ☐ Where it is proposed to erect buildings, a plan of the proposed landscaping showing:
- Planting concepts.
  - Paving materials and drainage treatments and lighting for vehicle areas and footpaths.
  - Plantings proposed for screening from adjacent sites or public places.
- ☐ Any additional reports, plans or other information required by the relevant zone or code.

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This list is not comprehensive for all possible situations. If you require further information about what may be required as part of your application documentation, please contact City of Clarence Planning team on (03) 6217 9550.



### SEARCH OF TORRENS TITLE

VOLUME 180493	FOLIO 47
EDITION 2	DATE OF ISSUE 01-Jul-2021

SEARCH DATE : 30-May-2025

SEARCH TIME : 09.38 AM

### DESCRIPTION OF LAND

City of CLARENCE

Lot 47 on Sealed Plan 180493

Derivation : Part of 2560 Acres Gtd. to Thomas George Gregson

Prior CT 179805/200

### SCHEDULE 1

M897247 TRANSFER to HARRISON PAUL BODNAR and MACKENZIE MAREE  
BODNAR Registered 01-Jul-2021 at noon

### SCHEDULE 2

Reservations and conditions in the Crown Grant if any

SP180493 EASEMENTS in Schedule of Easements

SP180493 COVENANTS in Schedule of Easements

SP180493 FENCING PROVISION in Schedule of Easements

SP146499, SP172070, SP177684, SP177848, SP179662 & SP179805

COVENANTS in Schedule of Easements

SP143464, SP146499, SP177684, SP177848, SP179662 & SP179805

FENCING PROVISION in Schedule of Easements

SP146499 WATER SUPPLY RESTRICTION

SP146499 SEWERAGE AND/OR DRAINAGE RESTRICTION

SP143464 COUNCIL NOTIFICATION under Section 83(5) of the Local  
Government (Building and Miscellaneous Provisions)  
Act 1993.

A18221 FENCING CONDITION in Transfer

B780825 FENCING PROVISION in Transfer

D59169 AGREEMENT pursuant to Section 71 of the Land Use  
Planning and Approvals Act 1993 Registered  
15-Jun-2012 at noon

E65078 AGREEMENT pursuant to Section 71 of the Land Use  
Planning and Approvals Act 1993 Registered  
04-Nov-2016 at noon

E69603 AGREEMENT pursuant to Section 71 of the Land Use  
Planning and Approvals Act 1993 Registered  
04-Nov-2016 at noon

E188656 AGREEMENT pursuant to Section 78 of the Land Use  
Planning and Approvals Act 1993 Registered

02-Sep-2019 at noon

E266785 MORTGAGE to Commonwealth Bank of Australia  
Registered 01-Jul-2021 at 12.01 PM

### UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

[illegible]

**SCHEDULE OF EASEMENTS**

**NOTE:** THE SCHEDULE MUST BE SIGNED BY THE OWNERS  
& MORTGAGEES OF THE LAND AFFECTED.  
SIGNATURES MUST BE ATTESTED.

Registered Number

SP 180493

**EASEMENTS AND PROFITS**

Each lot on the plan is together with:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits a prendre described hereunder.

Each lot on the plan is subject to:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits a prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

**EASEMENTS**

Lots 51, 52, 53 and 54 on the Plan (the "Lot") are SUBJECT TO a **PIPELINE AND SERVICES EASEMENT** in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Limited, its successors and assignors ("TasWater") over those parts of the strip of land marked PIPELINE & SERVICES EASEMENT 3.50 WIDE and DRAINAGE EASEMENT 3.50 WIDE shown passing through Lots 51, 52, 53 and 54 on the Plan ("the Easement Land").

Lots 51, 52, 53 and 54 on the Plan are SUBJECT TO a **RIGHT OF DRAINAGE** in gross in favour of the Clarence City Council over those parts of the strip of land marked PIPELINE & SERVICES EASEMENT 3.50 WIDE and DRAINAGE EASEMENT 3.50 WIDE shown passing through Lots 51, 52, 53 and 54 on the Plan.

Lots 42, 43, 44 and 45 on the Plan are SUBJECT TO a **RIGHT OF DRAINAGE** in gross in favour of the Clarence City Council over those parts of the strip of land marked DRAINAGE EASEMENT "B" 3.00 WIDE shown passing through Lots 42, 43, 44 and 45 on the Plan.

Lots 46, 47 and 48 on the Plan are SUBJECT TO a **RIGHT OF DRAINAGE** in gross in favour of the Clarence City Council over those parts of the strip of land marked DRAINAGE EASEMENT "A" 3.00 WIDE shown passing through Lots 46, 47 and 48 on the Plan.


Lot 45 on the Plan is SUBJECT TO a **RIGHT OF DRAINAGE** in gross in favour of the Clarence City Council over the strip of land marked DRAINAGE EASEMENT 3.00 WIDE shown passing through Lot 45 on the Plan.

**COVENANTS**

The owner of each Lot on the Plan covenants with the Vendors (Redlands Trading Pty Ltd) and with the owner for the time being of each Lot on the Plan to the intent that the burden of this Covenant may run with and bind with the Covenantors Lots and every part thereof and that the benefit thereof shall be annexed to and devolve with each and every parts of the said Lots to observe the following stipulation:

- 1 Not to construct or permit to be constructed or permit or cause to be permitted or to allow access from any Lot to the East Derwent Highway.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REF: VOL. 179805 FOL. 200 SOLICITOR & REFERENCE: MURDOCH CLARKE (1603435)	PLAN SEALED BY: CLARENCE CITY COUNCIL DATE: 20 <sup>th</sup> January 2021 SD-200184 REF NO.  Council Delegate Clare Shea
<b>NOTE:</b> The Council Delegate must sign the Certificate for the purposes of identification.	

<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b> PAGE 2 OF 4 PAGES	Registered Number <b>SP 180493</b>
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 179805 FOLIO 200	

**FENCING PROVISION**

In respect of each Lot shown on the Plan the Vendor, Redlands Trading Pty Ltd, shall not be required to fence.

**DEFINITIONS**

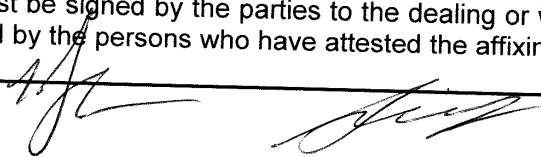
**PIPELINE AND SERVICES EASEMENT** is defined as follows:-

THE FULL RIGHT AND LIBERTY for the Transferee at all times to:

- (1) enter and remain upon the Easement Land with or without employees, contractors, agents and all other persons duly authorised by it and with or without machinery, vehicles, plant and equipment;
- (2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;
- (3) install, retain, operate, modify, relocate, maintain, inspect, cleanse and repair the Infrastructure;
- (4) remove and replace the Infrastructure;
- (5) run and pass sewage, water and electricity through and along the Infrastructure;
- (6) do all works reasonably required in connection with such activities or as may be authorised or required by any law:
  - (1) without doing unnecessary damage to the Easement Land; and
  - (2) leaving the Easement Land in a clean and tidy condition; and
- (7) if the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and all other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any then existing vehicle entry and cross the Lot to the Easement Land; and
- (8) use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land, TasWater reinstating any damage that it causes in doing so to any boundary fence of the Lot.

PROVIDED ALWAYS THAT:


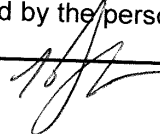
**NOTE:** Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.



<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b> PAGE 3 OF 4 PAGES	Registered Number <b>SP 180493</b>
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 179805 FOLIO 200	

- (1) The registered proprietors of the Lot in the folio of the Register ("the Owner") must not without the written consent of TasWater first had and obtained and only in compliance with any conditions which form the consent:
- (a) alter, excavate, plough, drill or otherwise penetrate the ground level of the Easement Land;
  - (b) install, erect or plant any building, structure, fence, pit, well, footing, pipeline, paving, tree, shrub or other object on or in the Easement Land;
  - (c) remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land;
  - (d) do any thing which will or might damage or contribute to damage to any of the Infrastructure on or in the Easement Land;
  - (e) in any way prevent or interfere with the proper exercise and benefit of the Easement Land by TasWater or its employees, contractors, agents and all other persons duly authorised by it; or
  - (f) permit or allow any action which the Owner must not do or acquiesce in that action.
- (2) TasWater is not required to fence any part of the Easement Land.
- (3) The Owner may erect a fence across the Easement Land at the boundaries of the Lot.
- (4) The Owner may erect a gate across any part of the Easement Land subject to these conditions:
- (a) the Owner must provide TasWater with a key to any lock which would prevent the opening of the gate; and
  - (b) if the Owner does not provide TasWater with that key or the key provided does not fit the lock, TasWater may cut the lock from the gate.
- (5) If the Owner causes damage to any of the Infrastructure, the Owner is liable for the actual cost to TasWater of the repair of the Infrastructure damaged.
- (6) If the Owner fails to comply with any of the preceding conditions, without forfeiting any right of action, damages or otherwise against the Owner, TasWater may:
- (a) reinstate the ground level of the Easement Land; or
  - (b) remove from the Easement Land any building, structure, pit, well, footing, pipeline, paving, tree, shrub or other object; or
  - (c) replace any thing that supported, protected or covered the Infrastructure.

**NOTE:** Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.





<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b> PAGE 4 OF 4 PAGES	Registered Number <div style="font-size: 2em; font-family: monospace;">SP 180493</div>
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 179805 FOLIO 200	

**Interpretation:**

"Infrastructure" means infrastructure owned or for which TasWater is responsible and includes but is not limited to:


- (a) sewer pipes and water pipes and associated valves;
- (b) telemetry and monitoring devices;
- (c) inspection and access pits;
- (d) power poles and lines, electrical wires, electrical cables and other conducting media (excluding telemetry and monitoring devices);
- (e) markers or signs indicating the location of the Easement Land, the Infrastructure or any warnings or restrictions with respect to the Easement Land or the Infrastructure;
- (f) any thing reasonably required to support, protect or cover any of the Infrastructure;
- (g) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water, or the running of electricity, through the Easement Land or monitoring or managing that activity; and
- (h) where the context permits, any part of the Infrastructure.

Executed by **REDLANDS TRADING PTY LTD (ACN 122 571 028)** )  
 by authority of its Directors in accordance with )  
 Section 127 of the Corporations Act: )

.....  
 Timothy Henry Jenkins  
 Director

.....  
 Susan Jenkins  
 Secretary

Executed on behalf of  
**BUTLER MCINTYRE INVESTMENTS LIMITED** )  
 as Mortgagee pursuant to )  
 Mortgage registered number E76460 )

.....  
*Can Transmissions - Director*  
  
 Simon Wilding Director.

**NOTE:** Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.



# TASMANIAN LAND TITLES OFFICE

## Notification of Agreement under the

## Land Use Planning and Approvals Act 1993 (Section 71)



E188656

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
172070	1		

REGISTERED PROPRIETOR:  
**REDLANDS TRADING PTY LTD**

PLANNING AUTHORITY:  
**CLARENCE CITY COUNCIL**

Dated this 23<sup>rd</sup> day of August 2019

We **CLARENCE CITY COUNCIL**

of **38 BLIGH STREET, ROSNY PARK IN TASMANIA**

the abovenamed Planning Authority, certify that the above particulars are correct and that attached is a certified executed copy of the agreement between the abovenamed parties, notice of which is to be registered against the abovementioned folio of the Register.

The abovenamed Planning Authority holds the original executed Agreement.

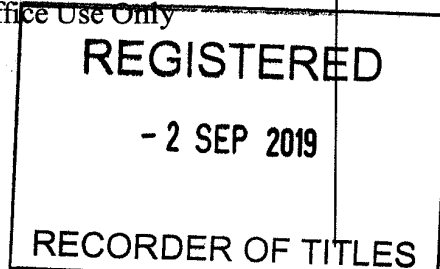
*Conea.*

Signed  
(on behalf of the Planning Authority)

A/ **CORPORATE SECRETARY**  
**CLARENCE CITY COUNCIL**

Land Titles Office Use Only

**LUA** Version 1



THE BACK OF THIS FORM MUST NOT BE USED

Stamp Duty

**AGREEMENT UNDER PART V OF THE LAND USE PLANNING AND  
APPROVALS ACT 1993**

between

**CLARENCE CITY COUNCIL** a body corporate established by the Local Government Act 1993 ("Council") of 38 Bligh Street, Rosny Park in Tasmania

and

**REDLANDS TRADING PTY LTD** of PO BOX 616, Glenorchy in Tasmania ("the Owner")

**BACKGROUND**

- A. On or about 17 May 2013 Council granted Planning Permit SD-2010/84 ("the Permit") for the 70 lot subdivision of 463 and 495 East Derwent Highway, Geilston Bay in Tasmania.
- B. Council have agreed to various minor amendments to the Permit since it was issued in 2013.
- C. The Owner is now the registered proprietor of the Property at 463 East Derwent Highway, Geilston Bay in Tasmania which is comprised in Certificate of Title Volume 172070 Folio 1 ("the Property"), being land to which the Permit applies.
- D. It is a condition of the Permit that the Owner is to enter into this agreement with Council pursuant to section 71(1) of the Land Use Planning Approvals Act 1993 (Tasmania) ("the Act").

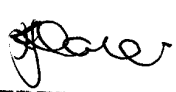
**OPERATIVE PART**

**1. Interpretation**

In this Agreement:

a) the expression "Owner":

- can mean more than one persons;
- includes the successors and assigns of the Owner; and
- includes any person deriving title to the Property or any part of the Property from the Owner;

  
**I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT**

where the Owner comprises more than one person, those persons are jointly and each of them is severally liable under this agreement.

**2. Definitions**

For the purposes of this Agreement "Subject Lots" means Lots 1,2, and 5 on the endorsed plan subject of the Permit all of which have a rear boundary backing onto the East Derwent Highway.

SD-2010/84      463 East Derwent Highway, Geilston Bay  
Part 5 Agreement

A845523

### 3. Owner's covenants

The Owner covenants with Council that:

- (a) a solid, 2.1 metre high fence ("the Fence") is to be constructed along the rear boundary of the Subject Lots in accordance with the acoustic report prepared by Pearu Terts, Consulting Engineer dated 14 June 2011 (Council document ref. no. A841791) or any subsequent amendment of the same including the amendment dated 27 January 2017 as shown for illustration purposes on the plan annexed hereto and marked "A";
- (b) the Fence must be made of a material having a surface density of  $15\text{kg/m}^2$  to  $20\text{kg/m}^2$  and is not to have gaps between the ground and the body of the Fence;
- (c) the Fence must be treated in graffiti resistant finish to be approved by the Group Manager Asset Management;
- (d) the Owner is responsible for maintaining the structural integrity of the Fence as constructed;
- (e) if any materials of the Fence are replaced in the course of its maintenance, the materials will have the same or better acoustic qualities as those detailed in clause 3(a).

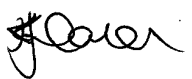
For the avoidance of doubt:

- (i) a fence constructed of timber using shiplap construction with the slats screwed to reduce gaps will be sufficient compliance with covenants 3(a) and 3(b). ;
- (ii) the obligations imposed by covenants 3(d) and (e) will pass to and bind successive owners of each of the Subject Lots.

### 4. Owner's acknowledgements

The Owner acknowledges that:

- a) this agreement is being entered into pursuant to Part 5 of the Act. It may be registered by Council at the Owner's cost on the title of the Property ;
  - b) the effect of registration pursuant to the preceding clause will be that the burden and benefit of any covenant contained in this agreement will run with the Property as if it were a covenant to which section 102 (2) of the Land Titles Act 1980 applies; and
- this agreement is enforceable between the parties to it, and any person deriving title under any such party, as if the agreement were entered into by a fee simple owner of land for the benefit of adjacent land held by the Crown in fee simple that was capable of being benefited by the agreement and as if that adjacent land continued to be so held by the Crown.

  
**I HEREBY CERTIFY THAT  
 THIS IS A COPY OF THE  
 ORIGINAL DOCUMENT)**

5. **Commencing date and duration**

This agreement will:

- take effect on the date it is executed by the parties notwithstanding any delay or failure on the part of the Council in registering it against the title of the Property, and
- continue in full effect until terminated either on the happening of any event specified in this agreement, pursuant to a provision of the Act or by the mutual agreement of the parties.

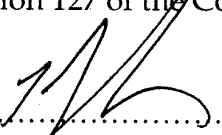
EXECUTED as an agreement under seal by the parties


on....24<sup>th</sup>.....July.....2019


The Common Seal of  
**CLARENCE CITY  
COUNCIL**  
was affixed by its duly  
authorised delegate:

)  
)  
)  
) C Shea  
~~Alex van der Horst~~ Clare Amy Shea  
A/ Corporate Secretary

Executed by **REDLANDS TRADING PTY LTD (ACN 122 571 028)**  
by authority of its Directors in accordance with )  
Section 127 of the Corporations Act: )

  
.....  
Timothy Henry Jenkins  
Director

  
.....  
Susan Jenkins  
Secretary

  
**I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT**

Executed on behalf of  
**Butler McIntyre Investments Limited**  
as Mortgagee pursuant to  
Mortgage registered number E76460

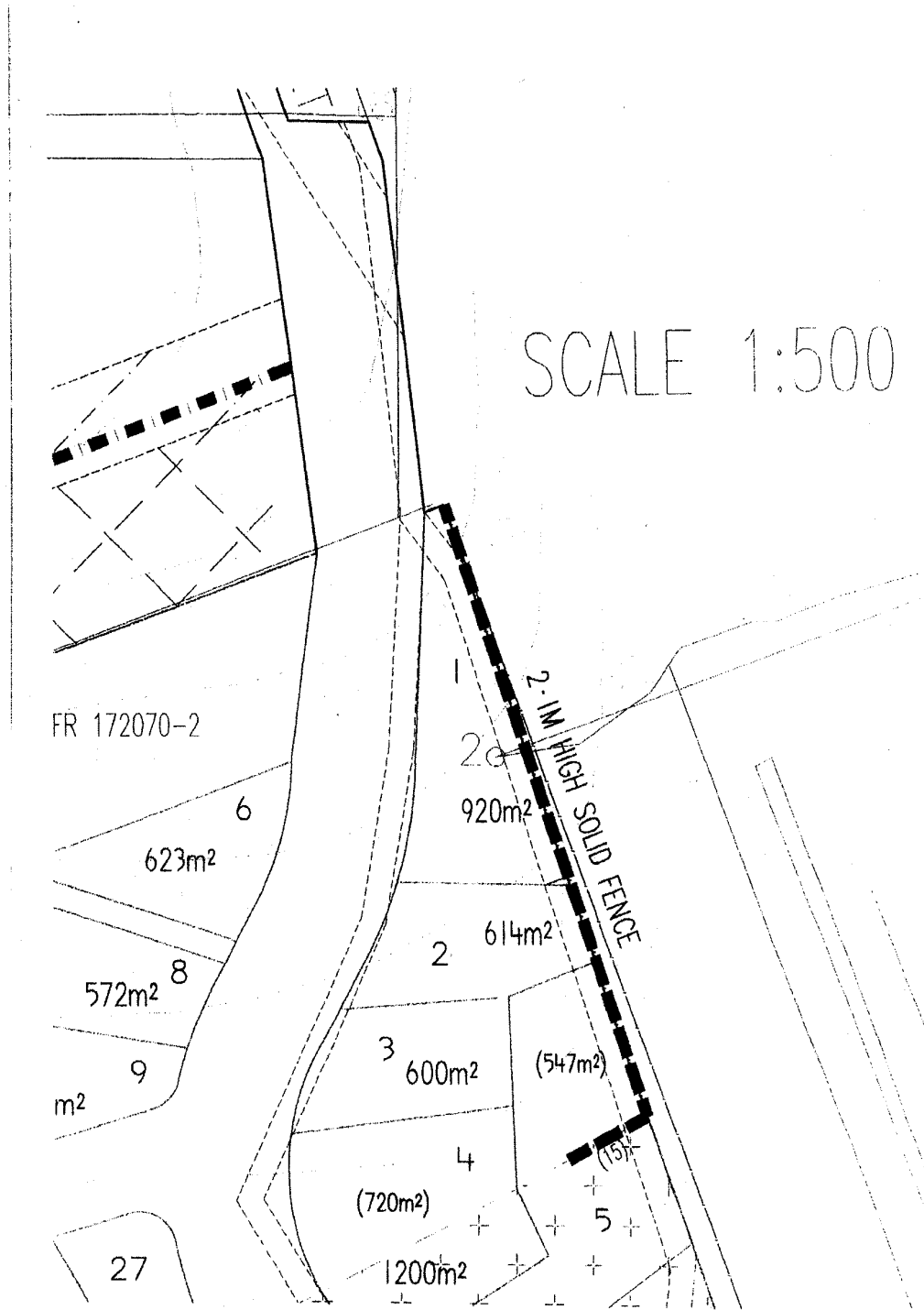
)  
)  
)  
)

*John*  
Director - Jason Sam  
*[Signature]*  
Director - Phillip Krueber

*[Signature]*

**I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT**

"A"



*[Signature]*

**I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT**

# TASMANIAN LAND TITLES OFFICE

## Notification of Agreement under the

## Land Use Planning and Approvals Act 1993

(Section 71)



E65078

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
146499	1	<del>146499</del>	<del>2</del>

REGISTERED PROPRIETOR:

**THEA LUCY ROCKLIFF and STUART HOBSON of 463 East Derwent Highway, Geilston Bay**

~~**JASMINE JEWEL HOPWOOD and GRANT JAMES HOPWOOD of 461 East Derwent Highway, Geilston Bay**~~

*Amended 4/11/2016*

PLANNING AUTHORITY:

**CLARENCE CITY COUNCIL**

*[Signature]*  
RECORDER OF TITLES

Dated this 18TH day of October 2016.

**We Clarence City Council**

**of 38 Bligh Street, Rosny Park**

the abovenamed Planning Authority, certify that the above particulars are correct and that attached is a certified executed copy of the agreement between the abovenamed parties, notice of which is to be registered against the abovementioned folio of the Register.

The abovenamed Planning Authority holds the original executed Agreement.

*[Signature]*

Signed  
(on behalf of the Planning Authority)

Land Titles Office Use Only

- 4 NOV 2016

**LUA**

Version 1

RECORDER OF TITLES

THE BACK OF THIS FORM MUST NOT BE USED

Stamp Duty

# AGREEMENT TO IMPLEMENT BUSHFIRE MANAGEMENT PLAN MEASURES

Land Use Planning and Approvals Act (Tas.)  
Part 5 Section 71

Date of agreement: 18<sup>th</sup> October 2016

## PARTIES:

1. **CLARENCE CITY COUNCIL** of 38 Bligh Street, Rosny Park, Tasmania  
("Council")
2. **THEA LUCY ROCKLIFF AND STUART HOBSON** both of 463 East Derwent Highway, Geilston Bay, Tasmania ("the Owner")
3. **JASMINE JEWEL HOPWOOD AND GRANT JAMES HOPWOOD** both of 461 East Derwent Highway, Geilston Bay, Tasmania ("the Adjoining Owner")

## RECITALS

1. The Council is the planning authority for the purposes of the Land Use Planning and Approvals Act 1993 and the Clarence Planning Scheme 2007.
2. The Owner is the registered proprietor of the property situated at and known as 463 East Derwent Highway, Geilston Bay being comprised in certificate of title volume 146499 folio 1 ("the Property").
3. The Adjoining Owner is the registered proprietor of the property situated at and known as 461 East Derwent Highway, Geilston Bay being the whole of the property comprised in certificate of title volume 146499 folio 2 ("the Adjoining Land").
4. On 17 May 2013 Council issued to the Owner a planning permit, reference no. SD 2010/84 ("the Permit") allowing the staged subdivision of the Property.
5. As required by law the Owner has obtained a bushfire hazard management plan ("BHMP") which is described in clause 1 of this agreement and which details how existing vegetation on and surrounding the Property including on the Adjoining Land must be dealt with and managed to reduce exposure of subdivided lots to future bushfire risk.

**I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT**

*Tracy S...* JP 5227



6. The parties have entered into this agreement to record the terms upon which the provisions of the BHMP are to be initially implemented and thereafter maintained for the benefit of future development on the Property.

## OPERATIVE PART

### 1. INTERPRETATION

For the purposes of this agreement:

**"Affected Part"** means the part of the Adjoining Land which is shown hatched on the Plan and identified as *"Proposed HMA (hazard management area) on land external to the lot"*.

**"BHMP"** means the alternative bushfire management plan of Suzie Gifford of Gifford Bushfire Risk Management, subject of a letter dated 26 October 2015 to Council plus attachments thereto namely Attachment 1: Addendum to Bushfire Hazard Assessment Report dated 2 Feb 2015, Attachment 3: Bushfire Hazard management Plan Option 2 – 16 October 2015 and Attachment 4: Bushfire Hazard management Plan Stages 1 through 7 – 16 October 2015.

**"Permit"** means the Permit as amended by any subsequent amendments including those dated 10 April 2014, 3 June 2014 and 18 December 2015.

**"Plan"** means the copy plan taken from the BHMP which appears as attachment 1 to this agreement.

Where any inconsistency arises between the provisions of this agreement and those of the BHMP, the latter shall prevail to the extent of the inconsistency.

### 2. COVENANTS RELATING TO BUSH FIRE PROTECTION MEASURES ON THE ADJOINING LAND

#### 2.1 Covenants on the part of the Owner

The Owner agrees:

- (a) to keep the Affected Area in a low fuel state as prescribed in the BHMP,

- (b) prior to the sealing of the final plan of survey of the second stage of the subdivision of the Property, to construct a fire access trail over that part of the Adjoining Property as shown in the BHMP and marked on the Plan as a dotted line,
- (c) to construct the fire access trail including passing bays to the standard prescribed by the BHMP to the satisfaction of Council's Group Manager Asset Management.
- (d) Until the development of stage 3 of the subdivision, the fire access trail is to link with the track and right of carriageway used as access to Napier Street from the Adjoining Land and is to include a diversion in the direction of East Derwent Highway as shown on the Plan.

## **2.2 Covenants on the part of the Adjoining Owner**

The Adjoining Owner:

- (a) consents to the Owner, its agents and contractors, having such access as is reasonably necessary including with vehicles and machinery to the Affected Part in accordance with the provisions of this agreement, for the purpose of
  - (i) initially implementing Bushfire Risk Abatement Measures in accordance with this agreement,
  - (ii) thereafter maintaining the Affected Part in a low fuel state as prescribed by the BHMP, and
  - (iii) constructing and maintaining the fire trail as required by clause 2.1(b) of this agreement.
- (b) agrees to not prevent, hinder or obstruct in any way the Owner or its agents and contractors in exercising the rights conferred under clause 2.2(a).

## **2.3 General covenants on the part of the Owner**

The Owner agrees:

- (a) to bear all legal costs reasonably incurred by the Adjoining Owner in seeking legal advice in respect of entering this agreement and its terms;
- (b) to take all reasonable care in accessing the Adjoining Land including the Affected Part;

- (c) to only do so much as is reasonably necessary to clear and maintain the Affected Part to the extent required by this agreement
- (d) to not break the surface of the Affected Part except where, with the consent of the Adjoining Owner, it is necessary to do so to remove tree stumps or construct the fire access trail ;
- (e) so far as reasonably practicable, to make good any damage done to the surface of the Affected Part and the Adjoining Land in doing any works necessary for the implementation of this agreement;
- (f) to remove at its cost all vegetation including felled trees from the Adjoining Land; and
- (g) to not use herbicides in the course of carrying out the bushfire risk abatement measures on the Affected Part .

### **3. COVENANTS RELATING TO BUSH FIRE PROTECTION MEASURES ON THE BALANCE PROPERTY**

#### **3.1 Subdivision stages**

The Owner agrees with Council: that throughout the staged subdivision of the Property it will comply with the requirements of the BHMP in respect of each stage of the subdivision and without limitation, will ensure that:

- (a) subject to clause 3.3, prior to the sealing of the final plan of survey for a stage, the lots subject of it are put into a minimum fuel condition and any balance land surrounding the stage is made and maintained as a hazard management area for the prescribed distances,
- (b) water supply requirements as prescribed by the BHMP are met in respect of each stage, and
- (c) access requirements prescribed by the BHMP for emergency vehicles are maintained at all times.

#### **3.2 Access to East Derwent Highway**

Council and the Owner acknowledge that at the date of this agreement there exists a gravel access track which links the Property with the East Derwent Highway via land owned by the Crown which is comprised in certificate of title volume 113442 folio 11. The track is shown in the BHMP and passes through lot 5 on the proposed plan of subdivision.

Until such time as development of the Property and the land immediately to its south are completed so as to link Napier Street and Dumbarton Drive, that track is to remain open and passable at all times for emergency access for fire vehicles and the public to and from the East Derwent Highway.

### **3.3 No hazard measures for stage 1**

For the avoidance of doubt, the parties acknowledge that the BHMP does not require the provision of a hazard management area for the purposes of stage 1 of the subdivision.

## **4. MUTUAL COVENANTS**

### **4.1 Legal rights and interests of Owner limited**

This agreement confers on the Owner no legal rights in respect of or legal interest in the Affected Part except to the extent contemplated by and necessary for the operation of this agreement.

### **4.2 Enforcement**

- (a) Council may enforce the covenants detailed in clause 2.3 of this agreement at its sole discretion. The Owner and the Adjoining Owner agree that Council has no enforcement obligation in respect of this agreement. Enforcement of this agreement is to be at the suit of or by action by such of the Owner or the Adjoining Owner as may feel aggrieved by any conduct, act or omission on the part of the other.
- (b) The Owner and Council agree that the Adjoining Owner has no responsibility or legal duty to the Owner or to Council to ensure that the Owner implements this agreement insofar as it affects the Affected Part.

## **5. RELEASES AND INDEMNITIES BY THE OWNER**

To the fullest extent allowable at law the Owner releases and indemnifies the Adjoining Owner and Council jointly and severally from any claim, expense, liability, loss or injury including death arising from or connected with;

- (a) anything done on the Affected Part or the Adjoining Land by the Owner, its agents or contractors, in exercising the rights conferred by this agreement except where and to the extent that any such claim, expense,

AGREEMENT TO IMPLEMENT DUST-FIRE MANAGEMENT PLAN MEASURES

463 East Derwent Highway, Gellison Bay and 461 and 493 East Derwent Highway, Gellison Bay

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ORIGINAL DOCUMENT**

*Tracy Sorensen* 20/5/2017

liability, loss or injury including death is caused or contributed to by any negligent act or omission on the part of the Adjoining Owner , or

- (b) any failure on the Owner's part to implement the Bushfire Risk Abatement Measures and maintain the Affected Part in accordance with this agreement and the Owner's rights under this agreement.

## **6. ADJOINING OWNER'S RIGHTS CONFIRMED**

Except to the extent necessary to give effect to the provisions of this agreement, the Adjoining Owner's interest as owner of the Adjoining Land including the Affected Part and its right to use, occupy and enjoy the Affected Part are in no way affected by the entering into of this agreement.

## **7. REGISTRATION**

- (a) Following the execution of this agreement Council will register it with the Recorder of Titles.
- (b) The Owner shall bear all fees and costs associated with registration including any expense incurred by the Adjoining Owners in producing the certificate of title of the Adjoining Land for the purpose of registration. The Adjoining Owner must do all things necessary on its part for registration of this agreement.
- (c) The Owner and Adjoining Owner acknowledge that the effect of registration of this agreement by Council will be that provisions of this agreement insofar as they bind the Owner and the Adjoining Owner will, at law, run with the Property and the Adjoining Land and bind all future owners of each without such future owners having to enter into an agreement in the same terms.

## **8. WHEN THIS AGREEMENT COMMENCES AND ENDS**

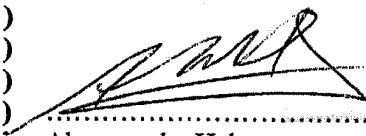
- (a) This agreement will take effect on the date it is executed by all the parties notwithstanding any delay or failure on the part of the Council in registering it.
- (b) In addition to any other way provided by law, this agreement ends when the Affected Part is developed in any way which results in the permanent removal of natural vegetation from it. In that event, and on application by either the Owner or the Adjoining Owner, Council will notify the Recorder of Titles of the ending of

the agreement subject to being satisfied that there is no longer an ongoing requirement of bushfire protection measures on the Adjoining Land.

- (c) The parties acknowledge that the terms of this agreement may be renegotiated if, prior to the sealing of a final plan for stage 7 of the subdivision, the Owner procures the consent of Nyrstar to a hazard management buffer being created and maintained on the land comprised in certificate of title volume 143464 folio 2.

**EXECUTED AS A DEED on the date appearing on page 1**

The Common Seal of )  
CLARENCE CITY )  
COUNCIL )  
was affixed by its duly )  
authorised delegate;

  
.....  
Alex van der Hek  
Corporate Secretary

Signed by  
**THEA LUCY ROCKLIFF**

)   
.....

in the presence of

Witness Signature

..... 

Full Name:

.....


Occupation:

..... David Russell Wallace  
..... Solicitor

Address


..... 4 Watchorn Street, Hobart

Signed by  
**STUART HOBSON**

)   
.....

in the presence of

Witness Signature

..... 

Full Name:

.....

..... David Russell Wallace  
..... Solicitor  
..... 4 Watchorn Street, Hobart

AGREEMENT TO IMPLEMENT BUSH-FIRE MANAGEMENT PLAN MEASURES  
463 First Derwent Highway, Coalston Bay and 461 and 425 East Derwent Highway, Coalston Bay

A943958

**I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT**

*Tracy S... 005227*

Signed by**JASMINE JEWEL HOPWOOD** )

Jasmine Jewel Hopwood

in the presence of

Witness Signature

Full Name:

Ingrid Bonnie Hill

Signed by**GRANT JAMES HOPWOOD** )

Grant Hopwood

in the presence of

Witness Signature

Full Name:

Ingrid Bonnie Hill

**I HEREBY CERTIFY THAT  
 THIS IS A COPY OF THE  
 ORIGINAL DOCUMENT**

Grant Hopwood

005229





# TASMANIAN LAND TITLES OFFICE

## Notification of Agreement under the

## Land Use Planning and Approvals Act 1993 (Section 71)



E69603

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
146499	1		

REGISTERED PROPRIETOR:

**STUART HOBSON and THEA LUCY ROCKLIFF of 461 East Derwent Highway, Geilston Bay**

PLANNING AUTHORITY:

**CLARENCE CITY COUNCIL**

Dated this 26TH day of OCTOBER 2016.

**We Clarence City Council**

**of 38 Bligh Street, Rosny Park**

the abovenamed Planning Authority, certify that the above particulars are correct and that attached is a certified executed copy of the agreement between the abovenamed parties, notice of which is to be registered against the abovementioned folio of the Register.

The abovenamed Planning Authority holds the original executed Agreement.

Signed

(on behalf of the Planning Authority)

Alex Van Der Hek  
Corporate Secretary  
Clarence City Council  
38 Bligh Street  
Rosny Park 7010

Land Titles Office Use Only

REGISTERED

**LUA**

Version 1

4 NOV 2016

R

THE BACK OF THIS FORM MUST NOT BE USED

Stamp Duty

**Deed- Part 5 Agreement**

**Land Use Planning and Approvals Act 1993**

Date: 25<sup>th</sup> October 2016

**Parties:**

**CLARENCE CITY COUNCIL** a body corporate incorporated under the provisions of the Local Government Authority Act 1993, of 38 Bligh Street, Rosny Park in Tasmania ("the Planning Authority")

and

**STUART HOBSON and THEA LUCY ROCKLIFF** of 461 East Derwent Highway, Geilston Bay in Tasmania ("the Owner")

and

**TASMANIAN WATER AND SEWERAGE CORPORATION PTY LTD** the registered office of which is situate at 169 Main Road Moonah TAS 7009 ("TasWater")

**Recitals:**

- A The Owner is the registered proprietor of an estate in fee simple of the Land.
- B The Planning Authority is the planning authority under the Act and for the purposes of the Planning Scheme.
- C The Owner submitted the Planning Application to the Planning Authority and the Planning Authority granted the Planning Permit.
- D Condition 23 of the Planning Permit provides:

"The development must meet all required Conditions of Approval Specified by Southern Water (now TasWater) notice, dated 7 August 2012 and amended 30<sup>th</sup> May 2014 (SWDA 2010/00601-CCC)"
- E Condition 2 of the Southern Water (now TasWater) notice, dated 7<sup>th</sup> August 2012 and amended 30<sup>th</sup> May 2014 (SWDA 2010/00601-CCC) provides:

"Prior to Sealing the Plan of Subdivision by Council for Stage 1 (Balance Lot identified on the Proposed Subdivision) a Part 5 Agreement pursuant to section 71 of the Land Use Planning and Approvals Act 1993 with the Council and TasWater must be created on the Title for the Balance (ie Stages 2 - 7) to the effect the owner must pay TasWater to provide water and sewerage connections to the Stage 1 lot in conjunction with Stage 7"
- F The Owner acknowledges that:
  - (a) the Land is subject to the Planning Scheme;

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*Tam S. 075227*

- (b) this Deed is being entered into pursuant to Part 5 of the Act and for the purpose of satisfying the condition in Condition 2 of the Southern Water (now TasWater) notice, dated 7 August 2012 and amended 30<sup>th</sup> May 2014 (SWDA 2010/00601-CCC) referred to in recital E;
- (c) the Planning Authority will register this Deed pursuant to the provisions of the Land Titles Act 1980 and that the effect of registration will be that the burden and benefit of any covenant contained in this Deed will run with the Land as if it were a covenant to which Section 102(2) of the Land Titles Act 1980 applies; and
- (d) this Deed must be registered on the title to the Land prior to the Planning Authority issuing a building or plumbing permit in relation to the Planning Application.

#### **Operative Provisions:**

### **1 INTERPRETATION**

#### **1.1 Definitions**

In this Deed unless the contrary intention appears:

**Act** means Land Use Planning and Approvals Act 1993.

**Development** means the use and development of the Land for the purpose of subdivision as more fully specified in the Planning Application.

**Land** means the land known as 463 and 495 East Derwent Highway, Geilston Bay in Tasmania and being more particularly described in Certificate of Title Volume 146499 Folio 1.

**Owner** means the person or persons specified in this Deed and include the person or persons from time to time registered or entitled to be registered by the Recorder of Titles as proprietor or proprietors of an estate in fee simple in the Land or any part of the Land and include a mortgagee in possession.

**Planning Application** means the planning application lodged with the Planning Authority for the subdivision of the Land and allocated Application No. SD-2010/84.

**Planning Permit** means the consolidated planning permit dated 3<sup>rd</sup> June 2014 approving the Planning Application subject to certain conditions and restrictions as contained in the permit a copy of which is attached hereto and marked "A".

**Planning Scheme** means the City of Clarence Planning Scheme 2007.

**Subject Lot(s)** means the lots in Stages 2-7 on the Land as shown on the Plan of Survey prepared by J B Medbury Pty Ltd a copy of which is attached hereto and marked "B".

#### **1.2 Rules for interpreting this Deed**

In this Deed, unless the contrary intention appears:

- (a) one gender includes the other;
- (b) the singular number include the plural and vice versa;
- (c) a reference to a person includes a corporation, unincorporated body or authority;

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*Tracy Smith*

- (d) clause headings are inserted for convenience only and will be ignored in the interpretation of this Deed;
- (e) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- (f) the schedule and annexures to this Deed form part of this Deed; and
- (g) a party includes its successors, assigns, executors and administrators.

## **2 CONFIRMATION OF RECITALS**

Each of the parties to this Deed confirms the recitals that relate to that party.

## **3 COVENANTS BY OWNER**

### **3.1 Covenants**

In consideration of the Planning Authority granting the Planning Permit with the consent of TasWater, the Owner hereby jointly and severally covenants with the Planning Authority and TasWater in relation to each of the Subject Lots that prior to Sealing the Plan of Subdivision by the Planning Authority for Stage 1 (Balance Lot identified on the Proposed Subdivision) the owner must pay TasWater to provide water and sewerage connections to the Stage 1 lot in conjunction with Stage 7.

## **4 EFFECT OF THE DEED UPON REGISTRATION**

### **4.1 Covenants to run with the Land**

The parties agree and declare that the obligations imposed on the Owner under this Deed are intended to take effect as covenants:

- (a) the burden of which will run with the Land as if they were covenants to which Section 102 (2) of the Land Titles Act 1980 applies; and
- (b) which shall bind the Owner, its successors, transferees and permitted assigns, and the registered proprietor or proprietors for the time being of the Land.

### **4.2 Agreement Under Section 71 of Part 5 of the Act**

The parties agree that without limiting or restricting the respective powers to enter into this Deed and, in so far as it can be so treated, this Deed is made pursuant to section 71 of the Act.

### **4.3 Commencement of Agreement**

This Deed shall commence on the day that the Deed is signed by all parties.

## **5 REGISTRATION & COSTS**

The Owner agrees that:

- (a) an application, pursuant to section 78 of the Act shall be made by the Planning Authority to the Recorder of Titles for the registration of this Deed on the folio of the

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ORIGINAL DOCUMENT**

*Tamara 07/12/21*

Register constituting the title to the Land (and any other land to which this Deed relates); and

- (b) the Owner must bear the costs and disbursements associated with the preparation, negotiation and registration of this Deed including any costs or disbursements incurred or to be incurred by the Planning Authority or TasWater.

**6 NO FETTERING OF THE PLANNING AUTHORITY'S POWERS**

The parties acknowledge and agree that this Deed does not fetter or restrict the power or discretion of the Planning Authority in any way, including to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision relating to the Land or relating to any use or development of the Land.

**7 NOTICES**

Any notice under this Deed may be served by delivering, either personally or by registered mail, to the parties.

**Execution:**



Executed as a Deed.

The Common Seal of )  
CLARENCE CITY )  
COUNCIL was affixed by )  
its duly authorised delegate:



Alex van der P'ek

Corporate Secretary

Executed by the Tasmanian Water and Sewerage Corporation Pty Ltd pursuant to S127 of Corporations Act 2001 (Cth).	
Signature: 	Director's Full name: MILES HAMPTON
Signature: 	<del>Director</del> / Secretary Full name: AILSA SYPKES

I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT

Tasmanian Water and Sewerage Corporation  
08/02/2011

**SIGNED, SEALED and DELIVERED by**  
**STUART HOBSON**  
In the presence of:

)  
)  
)

*Stuart Hobson*

WITNESS:

*P. Fletcher-Jones*

FULL NAME:

*PAULA FLETCHER-JONES*

ADDRESS:

*4 WATCHORN ST HOBART*

OCCUPATION:

*LAW CLERK*

**SIGNED, SEALED and DELIVERED by**  
**THEA LUCY ROCKLIFF**  
in the presence of:

)  
)  
)

*Thea Lucy Rockliff*

WITNESS:

*P. Fletcher-Jones*

FULL NAME:

*PAULA FLETCHER-JONES*

ADDRESS:

*4 WATCHORN ST HOBART*

OCCUPATION:

*LAW CLERK*

The Mortgagee MORTGAGEE NAME as the registered proprietor of Mortgage MORTGAGE NO hereby Consents to this Deed as evidenced by its execution hereunder in the presence of:

**I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT**

*Tony [Signature] 005227*

# TASMANIAN LAND TITLES OFFICE

## Notification of Agreement under the

## Land Use Planning and Approvals Act 1993

(Section 71)



D59169

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
146499	1		

REGISTERED PROPRIETOR:

STUART HOBSON and THEA LUCY ROCKLIFF

PLANNING AUTHORITY:

CLARENCE CITY COUNCIL

Dated this thirteen day of June 2012

We Clarence City Council

of 38 Bligh Street, Rosny Park

the abovenamed Planning Authority, certify that the above particulars are correct and that attached is a certified executed copy of the agreement between the abovenamed parties, notice of which is to be registered against the abovementioned folio of the Register.

The abovenamed Planning Authority holds the original executed Agreement.

Signed  
(on behalf of the Planning Authority)

Alex Van Der Hek  
Corporate Secretary  
Clarence City Council  
38 Bligh Street  
Rosny Park 7018

Land Titles Office Use Only

REGISTERED

15 JUN 2012

LUA Version 1

RECORDER OF TITLES

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Stamp Duty

**AGREEMENT UNDER PART 5 OF THE  
LAND USE PLANNING AND APPROVALS ACT 1993**

between

**CLARENCE CITY COUNCIL** a body corporate established by the Local Government Act 1993 ("Council"),

and

**STUART HOBSON and THEA LUCY ROCKCLIFF** of 463 East Derwent Highway, GEILSTON BAY, Tasmania ("the Owner").

**BACKGROUND**

- A. The Owner has made an application to Council numbered WWB-2011/71 for approval of an on-site waste water management system at 463 East Derwent Highway, GEILSTON BAY Tasmania which is comprised in certificate of title volume 146499 folio 1 ("the Property").
- B. Council has issued a permit, WWB-2011/71 ("Permit"), dated 21 October 2011, in respect of the Owner's on-site waste water management system application.
- C. It is a condition of the Permit that the Owner is to enter into this agreement pursuant to section 71(1) of the Land Use Planning Approvals Act 1993 (Tasmania) ("the Act").

**OPERATIVE PART**

**1. Interpretation**

In this agreement:

- a) the expression "Owner":
  - can mean more than one persons;
  - includes the successors and assigns of the Owner; and
  - includes any person deriving title to the Property or any part of the Property from the Owner;
- b) where the Owner comprises more than one person, those persons are jointly and each of them is severally liable under this agreement.



**2. Owner's covenant/s**

The Owner covenants with Council to:

- a) provide and maintain in good working order the following full water reduction fixtures on the Property:
  - i. 6/3 litre dual flush toilet cisterns;
  - ii. tap ware fitted with aerators;
  - iii. shower-flow restrictors;
  - iv. a front-load clothes washing machine that uses less than a total of 70 litres of water on the normal wash cycle or a volume specified by the designer of the onsite waste water management system; and
  - v. flow/pressure control valves on all water-use outlet.

**3. Owner's acknowledgements**

The Owner acknowledges that:

- a) this agreement is being entered into pursuant to Part 5 of the Act. It may be registered by Council at the Owner's cost on the title of the Property ;
- b) the effect of registration pursuant to the preceding clause will be that the burden and benefit of any covenant contained in this agreement will run with the Property as if it were a covenant to which section 102 (2) of the Land Titles Act 1980 applies; and
- c) this agreement is enforceable between the parties to it, and any person deriving title under any such party, as if the agreement were entered into by a fee simple owner of land for the benefit of adjacent land held by the Crown in fee simple that was capable of being benefited by the agreement and as if that adjacent land continued to be so held by the Crown.

**4. Commencing date and duration**

This agreement will:

- take effect on the date it is executed by the parties notwithstanding any delay or failure on the part of the Council in registering it against the title of the Property, and
- continue in full effect until terminated either on the happening of any event specified in this agreement, pursuant to a provision of the Act or by the mutual agreement of the parties.

EXECUTED as an agreement under seal by the parties

on ..... 8/6/..... 2012

Signed by:

STUART HOBSON)

Stuart Hobson

and

THEA LUCY ROCKCLIFF)

Thea Lucy Rockcliff

in the presence of)

Witness Signature:

Full Name:

Occupation:

Address:

Signature: [Signature]  
Full Name: MARCUM PETER MEUNIER  
Occupation: JUSTICE OF THE PEACE TASMANIA  
Address: 4 - CLARENCE CITY COUNCIL  
ROSEY PARK TAS 7018

The Common Seal of  
CLARENCE CITY  
COUNCIL  
was affixed by its duly  
authorised delegate:

[Signature]  
Alex van der Hek  
Corporate Secretary

**ARCHIBIM**  
**ARCHITECTURAL BUILDING INVENTORY MODELLING**  
ABN: 34 625 657 785  
23/15 Stanton Place, Cambridge, Tasmania 7170  
Email: hello@archibim.com.au



**AGENT AUTHORISATION**

I/We \_\_\_\_\_ (Owners Name/s)  
being the owner/s of \_\_\_\_\_ (Address of property)

Hereby Authorise: ARCHIBIM pty ltd  
23/15 Stanton Place, Cambridge, Tasmania 7170  
Telephone: 0417583588  
Email: hello@archibim.com.au

To act as agent in respect to all Planning Permits & Building / Plumbing Permits for the above address responsibilities in relation to it. This agreement only stands from the period in which the contract on 250

Sign: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Owner/s) Harry Bodnar mbodnar 20 June 2025

# Planning Application for Proposed for Dwelling at 20 Lowlynn Court for D. Jackson

## Drawing List (12 sheets)

### Architectural

Sheet A01	-	Survey plan
Sheet A02	-	Proposed site plan
Sheet A03	-	Proposed floor plan
Sheet A04	-	Elevations - Main Dwelling
Sheet A05	-	Section plan - Architectural
Sheet A05a	-	Parking provision details
Sheet H01	-	Roof plan
Sheet M01-M05	-	SWMP's



REV B

**ARCHIBIM**

ARCHITECTURAL BUILDING INVENTORY MODELLING

ABN: 34 625 657 785  
Unit 23, 15 Stanton Place, Cambridge TAS 7170  
Email: damon@archibim.com.au

Accredited Building Practitioner  
Licence No: CC340Y

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### NOTES TO PLANS

To be read in conjunction with plans and specifications

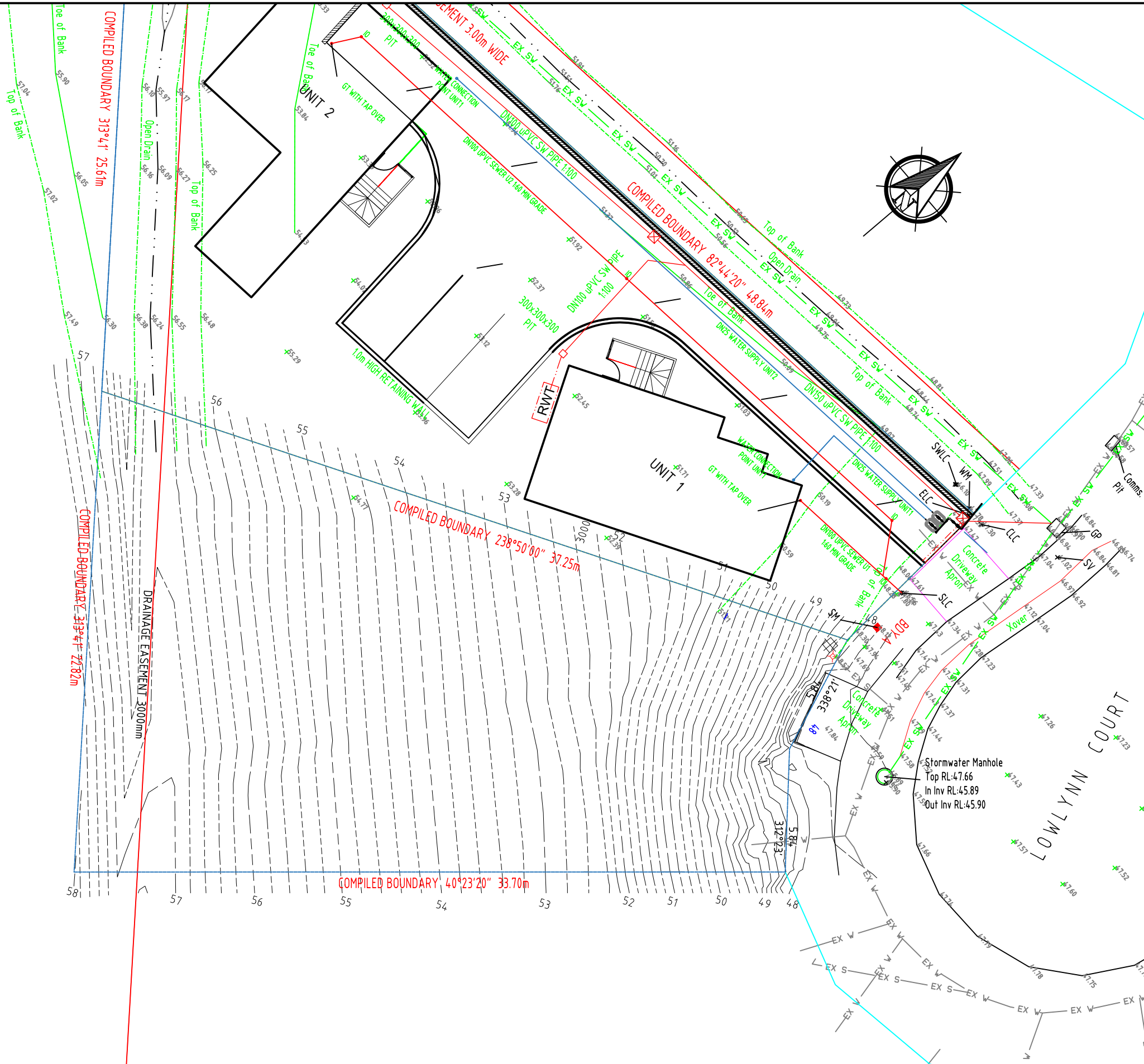
- 1- Figured dimensions to be used. Do not scale drawings
- 2- It is considered mandatory that a registered surveyor be engaged to confirm all dimensions. It is incumbent upon the builder to instigate this process. Discrepancies are to be notified to this office immediately.
- 3- All materials and work, including installation methods to be in accordance with the relevant AS code, BCA and Manufacturers recommendations.  
(Refer (4) below)
- 4- It is incumbent and expected that the builder and/or tradesman will be familiar with, and apply exactly, all of the relevant Manufacturers directions and instructions (including those contained within the BCA) for the various materials and systems used in this project.  
This office can provide this information on request.
- 5- Although every care is taken, R & M Jackson accepts no responsibility for interpretation, error or omission. It is expected that all building work will be carried out in a professional manner in accordance with the relevant AS codes however where ambiguity or doubt exists on the plans the builder MUST notify this office immediately. It is also expected that the builder will be familiar with and understand all aspects of the construction before commencement.
- 6- These drawings to be read in conjunction with engineers reports and other associated reports and details.
- 7- All plumbing and drainage to AS 3500 and Local Authority requirements
- 8- All electrical work to be in accordance with the relevant AS codes.
- 9- Aerial imagery courtesy of 'Google Maps Aust.' where supplied.
- 10- Any changes to the drawings (as constructed) after submission to the building surveyor are at the cost of the owner and/or the builder and to be paid for prior to lodgement.

PROJECT No  
260624

ARCHIBIM

Contractor to verify the location of all current underground services shown on the plans including but not limited to electricity, telecom, gas, sewer, stormwater, NBN etc. prior to excavation.  
(DBYD [www.1100.com.au](http://www.1100.com.au))

- LEGEND:
- FENCE
  - CENTER OF ROAD
  - LIST BOUNDARY
  - TREE TRUNK
  - DRIVEWAY
  - SW PIPELINE
  - SEWER LINE
  - COMMUNICATION LINE
  - POWER LINE
  - GAS LINE
  - BUILDING WALL
  - BUILDING EAVE
  - BACK OF KERB
  - INVERT OF KERB
  - EDGE OF PAVEMENT
  - MAJOR CONTOUR
  - MINOR CONTOUR



Date	Rev.	Description	Drawn By	SITE DESCRIPTION		<b>ARCHIBIM</b> <b>ARCHITECTURAL BUILDING INVENTORY MODELLING</b>  ABN: 34 625 657 785 Unit 1, 10 Stanton Place, Cambridge TAS 7170 Email: archibim@outlook.com.au		Client: D. Jackson Project: 20 Lowlynn Court, Geilston Bay Title: Survey Plan Scale: 1:200		
13/05/2025	A	Issued for Council Approval	D. Jackson	<b>WIND CLASS</b>	- <b>N2 AS4055</b>			Drawn : D. Jackson	Date : 13/05/2025	Checked by: <b>R.JACKSON CC340Y</b>
12/08/2025	B	Issued for RFI Approval 08/08/2025	D. Jackson	<b>SOIL CLASS</b>	- <b>M AS2870</b>			Designed : D. Jackson	Date: 01/05/2025	
				<b>CLIMATE ZONE</b>	- <b>7</b>			Drawing : A01		
				<b>ENERGY RATING</b>	- <b>refer report</b>			JOB NUMBER: 130525		
				<b>TITLE 180493</b>	- <b>Lot 47</b>			REVISION: B		
				<b>Bushfire BAL</b>	- <b>BAL19</b>					



Contractor to verify the location of all current underground services shown on the plans including but not limited to electricity, telecom, gas, sewer, stormwater, NBN etc. prior to excavation. (DBYD www.1100.com.au)

ALL DIMENSIONS & LEVELS TO BE CONFIRMED BY BUILDER ON SITE PRIOR TO COMMENCEMENT. DISCREPANCIES TO BE REFERRED TO THIS OFFICE IMMEDIATELY

Clarence City  
Tasmanian Planning Scheme  
Zone : General Residential

Floor Areas:

Main Dwelling	- 151.00m <sup>2</sup>
Deck 1	- 35.75m <sup>2</sup>
Deck 2	- 8.85m <sup>2</sup>
TOTAL	- 195.60m <sup>2</sup>

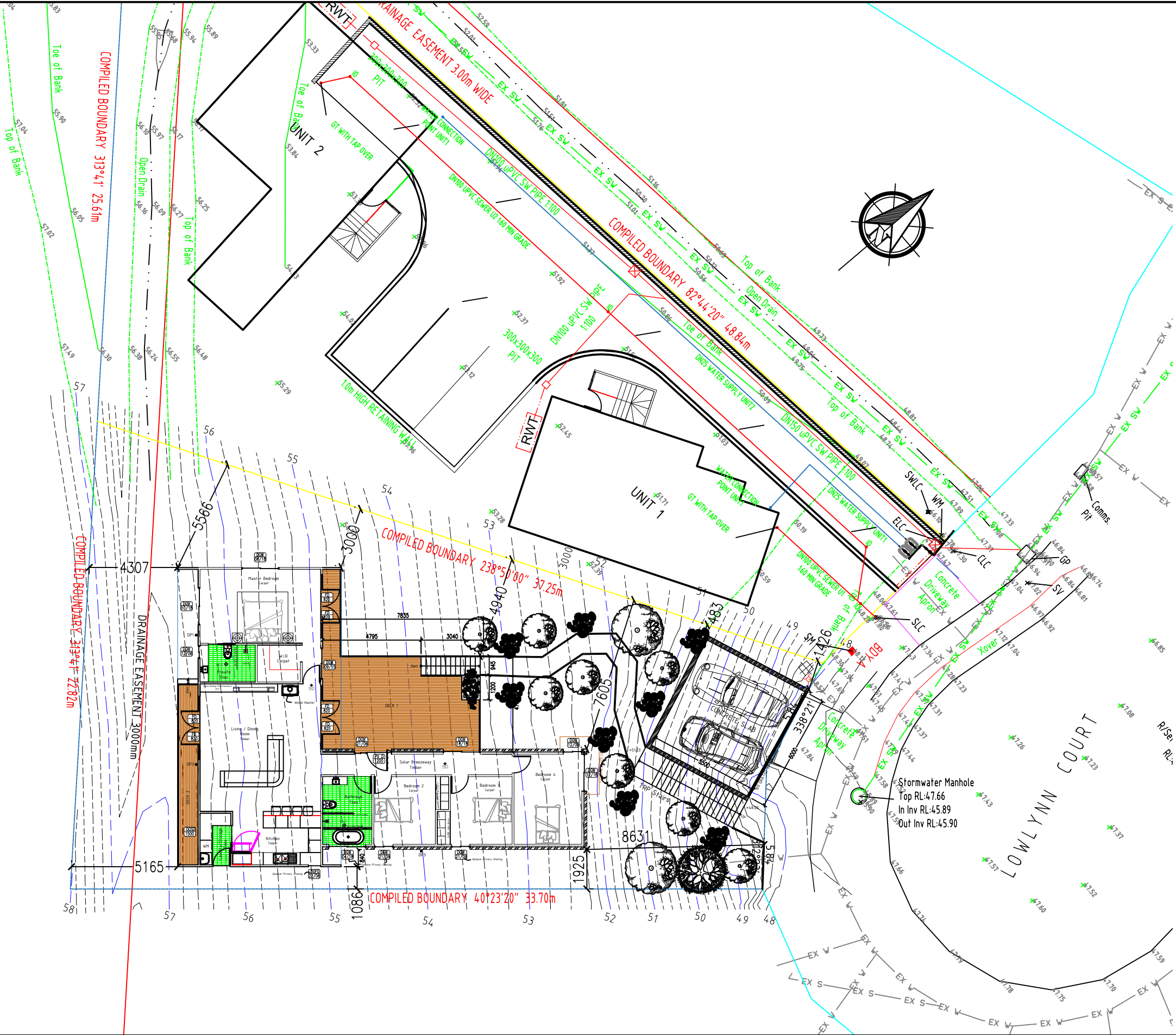
BAL 19

OH&S HAZARD  
Type: public safety  
Solution: provision of safety fencing around construction area



Landscaping

A	-	Adonis "Burgundy"	3.0m H x 1.5m W
B	-	Carpet Rose White	0.7m H x 1.0m W
C	-	Leucophyta Brown Nane "Silver Nugget"	0.5m H x 0.5m W
D	-	Bambusa Arnhemica	4.0 H x 0.5W



Date	Rev.	Description	Drawn By	SITE DESCRIPTION		ARCHIBIM ARCHITECTURAL BUILDING INVENTORY MODELLING  ABN: 34 625 657 785 Unit 1, 10 Stanton Place, Cambridge TAS 7170 Email: archibim@outlook.com.au	ARCHIBIM	Client: D. Jackson Project: 20 Lowlynn Court, Geilston Bay Title: Proposed Site Plan Scale: 1:350		
13/05/2025	A	Issued for Council Approval	D. Jackson	WIND CLASS	- N2 AS4055			Drawn : D. Jackson	Date : 13/05/2025	Checked by: R.JACKSON CC340Y
12/08/2025	B	Issued for RFI Approval 08/08/2025	D. Jackson	SOIL CLASS	- M AS2870			Designed : D. Jackson	Date : 01/05/2025	
				CLIMATE ZONE	- 7			JOB NUMBER: 130525	Drawing : A02	REVISION: B
				ENERGY RATING	- refer report					
				TITLE 180493	- Lot 47					
				Bushfire BAL	- BAL19					

ALL DIMENSIONS & LEVELS TO BE  
CONFIRMED BY BUILDER ON SITE  
PRIOR TO COMMENCEMENT.  
DISCREPANCIES TO BE REFERRED  
TO THIS OFFICE IMMEDIATELY

Contractor to verify the location of all  
current underground services shown on  
the plans including but not limited to  
electricity, telecom, gas, sewer,  
stormwater, NBN etc. prior to excavation.  
(DBYD www.1100.com.au)

NOTES:-

- Kitchen to be provided with rangehood vented externally.
- All MLV's to be vented externally (can interconnect in roof space) and to be provided with time delay switches.
- All cupboards adjacent to external walls to be provided with air vents
- ARTIFICIAL LIGHTING -  
max. 5 watts/m² for living areas  
max. 4 watts/m² for balconies, verandahs  
max. 3 watts/m² for Class 10a buildings (assoc. with Class 1a)
- All windows are to be positioned centrally within walls UNO
- Provide 12mm ply blocking between studs at positions of handrails etc in WC's and bathrooms etc.
- All doors UNO to be 2040x820
- WC door to either inward swing with removable hinges, outward swing, slide, or inward swing with 1200mm min. between doorway and pan

Door & window Tag Legend

(sizes examples only - refer to floor plan for actual)

SGW 10/09	Single Glazed Safety Glass Window (1000h x 900w)
SGW 10/09	Single Glazed Window (1000h x 1800w)
DGW 10/18	Double Glazed Window (1000h x 1800w)
SGSD 21/18	Single Glazed Sliding Doors (2100h x 1800w)
DGSD 21/18	Double Glazed Sliding Doors (2100h x 1800w)
SGF 10/09	Single Glazed Fixed Glass (1000h x 900w)
DGSa 10/09	Double Glazed Safety Glass Window (1000h x 900w)

d/h denotes double hung / slid. denotes sliding / aw. denotes awning

NOTE: \* bathroom and wc glazing to be obscure unless directed otherwise by owners

\* Where windows are > 2m (bedrooms) and > 4m (all others) above external surface refer table above

⊕	Denotes mech. light & ventilation to AS1668.2
MLV	Denotes wired-in smoke detector to AS 3786
⊕	NOTE: All to be interconnected to operate simultaneously
SD	

NOTE: ALL WINDOWS TO BE ALUM. FRAMED

REFER ENERGY ASSESSMENT RE: U and SHGC values

WINDOW/DOORS TO BE MANUFACTURED TO - BAL 19 - N2

Floor Areas:

Main Dwelling	- 151.00m²
Deck 1	- 35.75m²
Deck 2	- 8.85m²
TOTAL	- 195.60m²

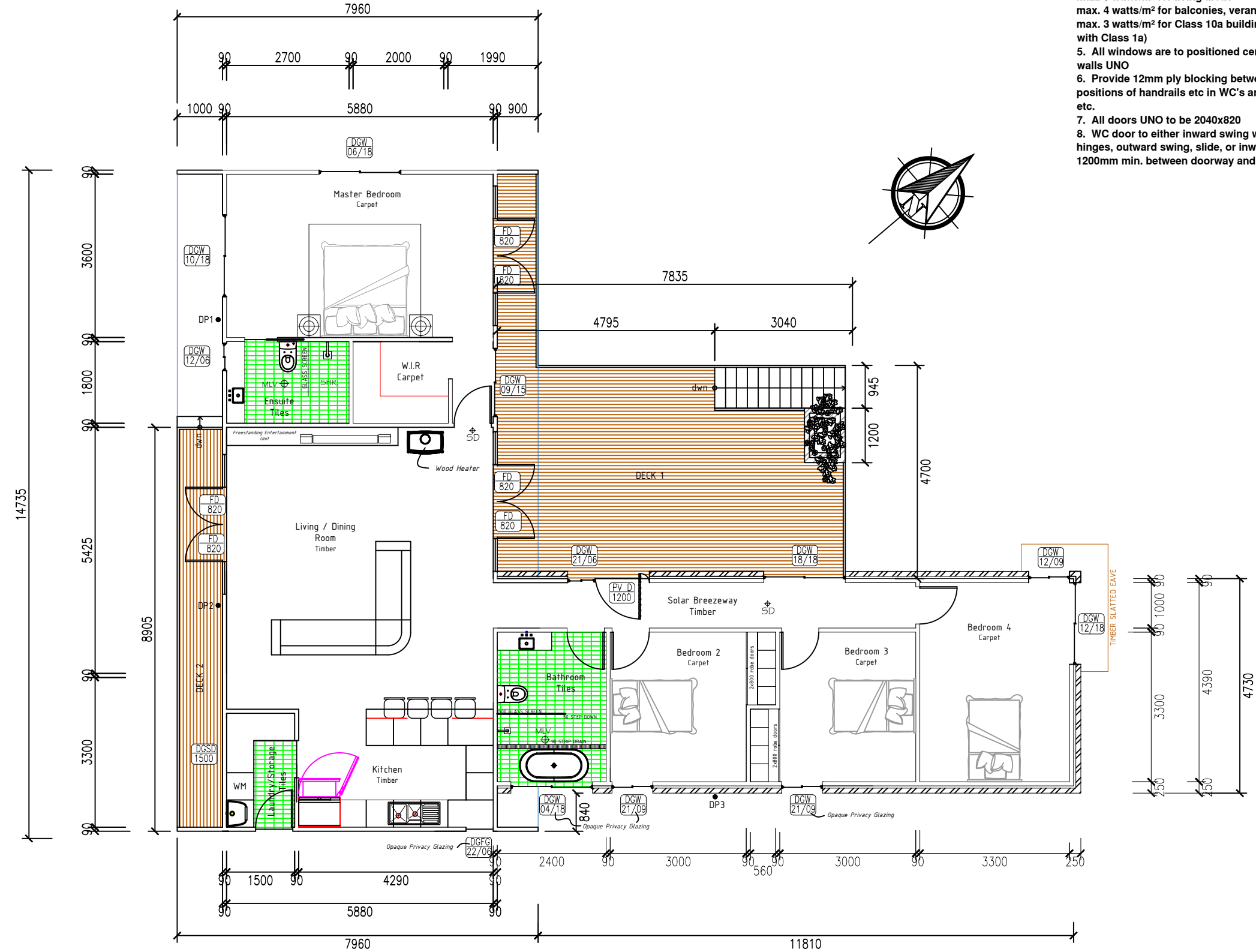
WINDOW SPECIFICATIONS TO NCC :-

BEDROOMS where external fall height >2m

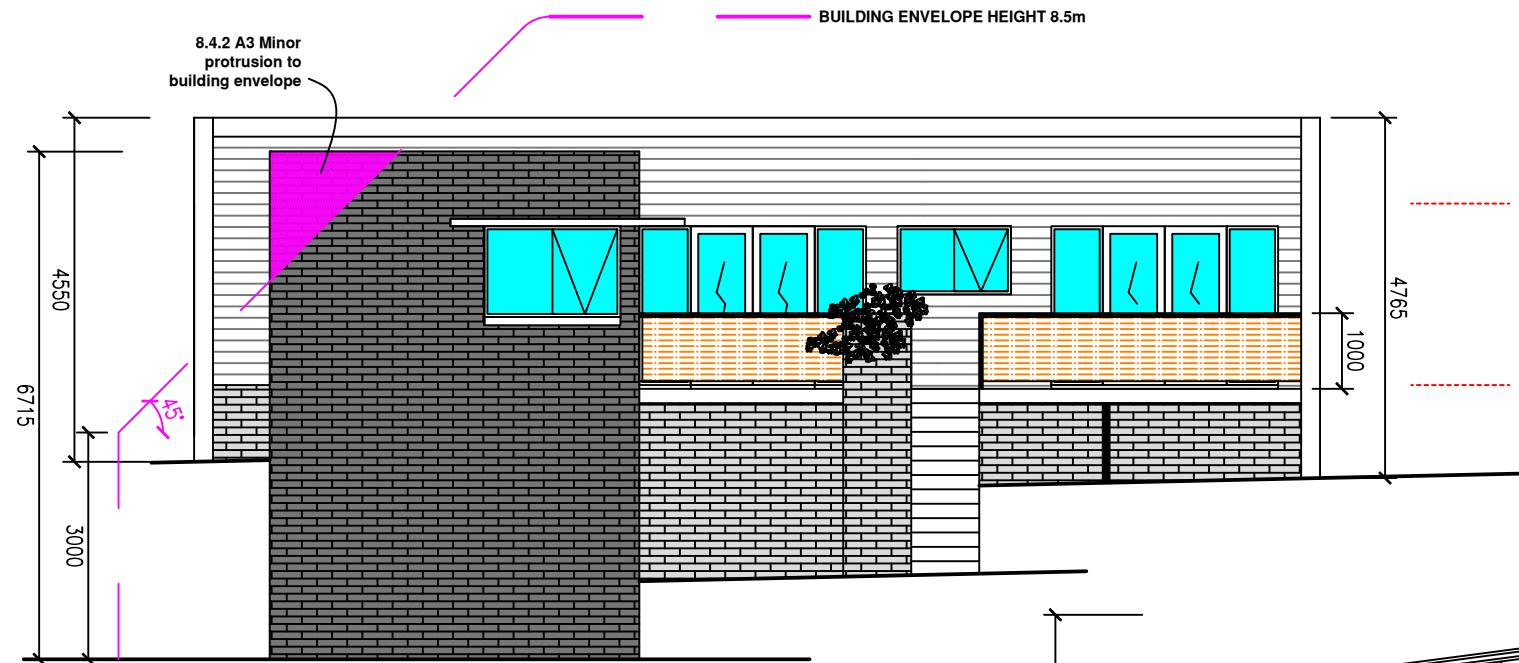
- \* where opening is more than 1700mm (sill) above floor NO opening restrictions.
- \* where opening is within 1700mm above floor and has climbable element between 150mm and 750mm, opening to be restricted to 125mm or fitted with a non-removable robust screen.
- \* where opening is between 865mm and 1700mm above floor and has no climbable element between 150mm and 760mm above floor, opening to be restricted to 125mm or fitted with a removable robust screen.
- \* where opening is within 865mm above floor and has climbable element between 150mm and 760mm above the floor, opening to be restricted to 125mm or fitted with non-removable robust screen.

ALL OTHERS where external fall height >4m

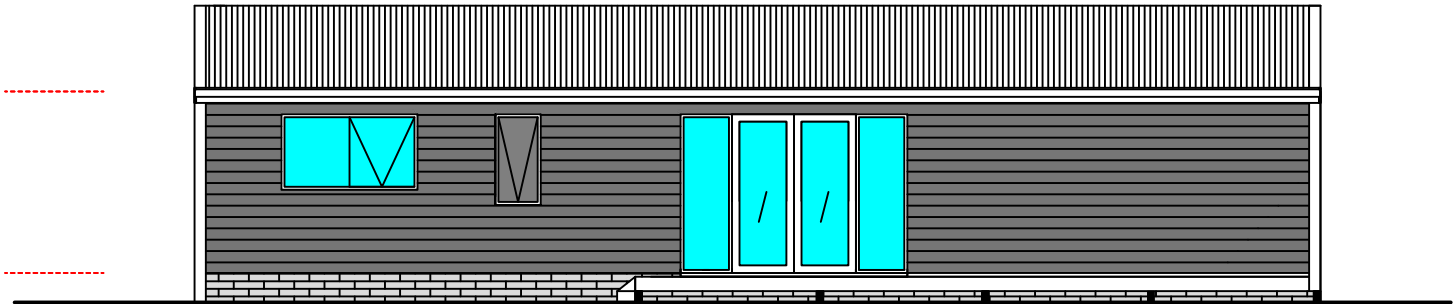
- \* where window transom is above 865mm above floor and a sill height less than 150mm and no opening within 865mm above floor, NO opening restriction required.
  - \* as above - where sill is greater than 150mm, opening to be restricted.
  - \* where window transom is below 856mm above the floor and sill is less than 150mm, opening is to be restricted.
- This note is for information only - manufacturer to confirm and liaise with builder and owner.



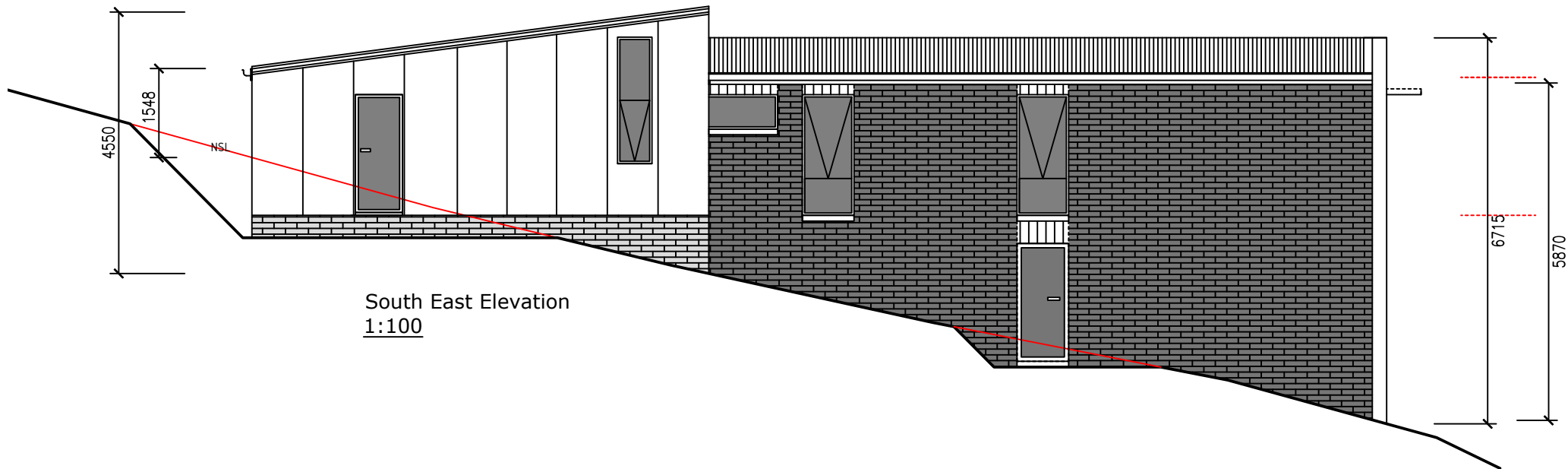
Date	Rev.	Description	Drawn By	SITE DESCRIPTION		<div>ARCHIBIM</div> <div>ARCHITECTURAL BUILDING INVENTORY MODELLING</div> <div>ABN: 34 625 657 785 Unit 1, 10 Stanton Place, Cambridge TAS 7170 Email: archibim@outlook.com.au</div>	<div><div></div></div> <div>ARCHIBIM</div> <div><div></div></div>	Client: D. Jackson Project: 20 Lowlynn Court, Geilston Bay Title: Proposed Floor Plans Scale: 1:100		
13/05/2025	A	Issued for Council Approval	D. Jackson	<div><div>WIND CLASS</div><div>SOIL CLASS</div><div>CLIMATE ZONE</div><div>ENERGY RATING</div><div>TITLE 180493</div><div>Bushfire BAL</div></div> <div><div>- N2 AS4055</div><div>- M AS2870</div><div>- 7</div><div>- refer report</div><div>- Lot 47</div><div>- BAL19</div></div>	Drawn : D. Jackson			Date : 13/05/2025	Checked by: R.JACKSON CC340Y	
12/08/2025	B	Issued for RFI Approval 08/08/2025	D. Jackson		Designed : D. Jackson			Date: 01/05/2025		
						JOB NUMBER: 130525		Drawing : A03	REVISION: B	



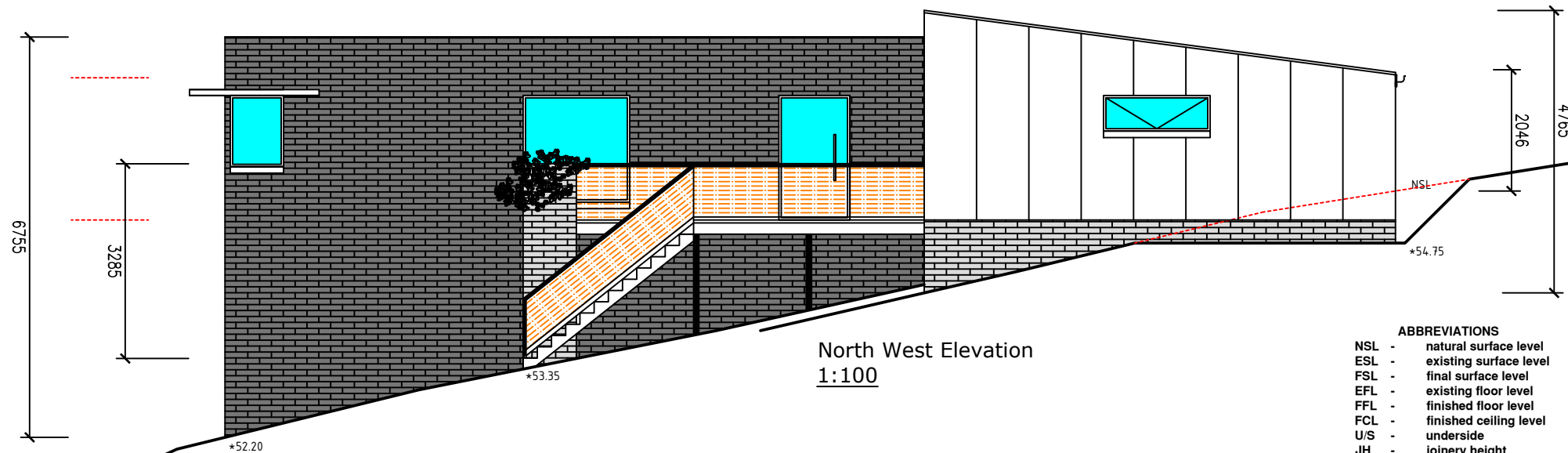
North East Elevation  
1:100



South West Elevation  
1:100









South East Elevation  
1:100



North West Elevation  
1:100

Schedule

-  Windows / doors  
Surfmist
-  Windows / doors  
Opaque Privacy Glass
-  Faced 110 brickwork  
Wire brushed joints
-  Balustrade 316 Stainless Wire
-  James Hardie Scyon Cladding - Dulux Teahouse
-  Custom Orb colourbond roofing  
Surfmist  
Solar absorption  
BCA classification

**NOTES :**

- \* Subfloor vents in accordance with Tas. attachment
- \* Articulation joints (AJ) indicative only and to be in accordance with details as per Sh BC1
- \* All external cladding to be provided with timber battening (eg- 42x19 treated pine) fixed to studs over wall sarking.

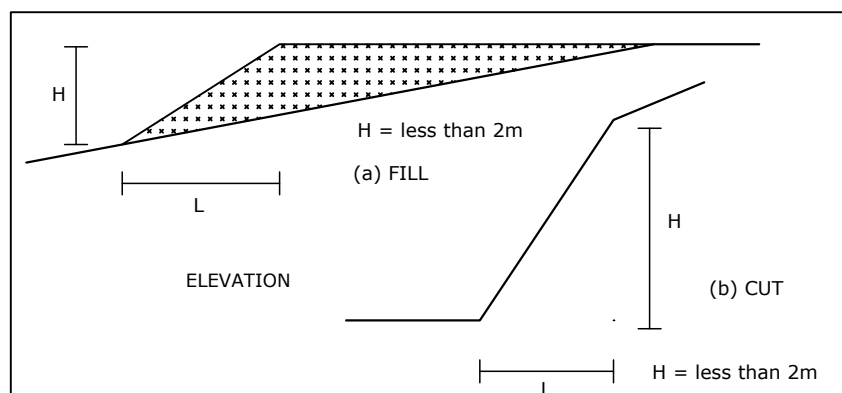
- ABBREVIATIONS**
- NSL - natural surface level
  - ESL - existing surface level
  - FSL - final surface level
  - EFL - existing floor level
  - FFL - finished floor level
  - FCL - finished ceiling level
  - U/S - underside
  - JH - joinery height

Date	Rev.	Description	Drawn By	SITE DESCRIPTION		<div>ARCHIBIM</div> <div>ARCHITECTURAL BUILDING INVENTORY MODELLING</div> <div>ABN: 34 625 657 785</div> <div>Unit 1, 10 Stanton Place, Cambridge TAS 7170</div> <div>Email: archibim@outlook.com.au</div>	<div>ARCHIBIM</div>	Client: D. Jackson						
13/05/2025	A	Issued for Council Approval	D. Jackson	Project: 20 Lowlynn Court, Geilston Bay										
12/08/2025	B	Issued for RFI Approval 08/08/2025	D. Jackson								Title: Elevations - Main Dwelling			
														Scale: 1:100
				Drawn : D. Jackson				Date : 13/05/2025	Checked by: <b>R.JACKSON CC340Y</b>					
				Designed : D. Jackson				Date: 01/05/2025						
							JOB NUMBER: 130525		Drawing : A04	REVISION: B				

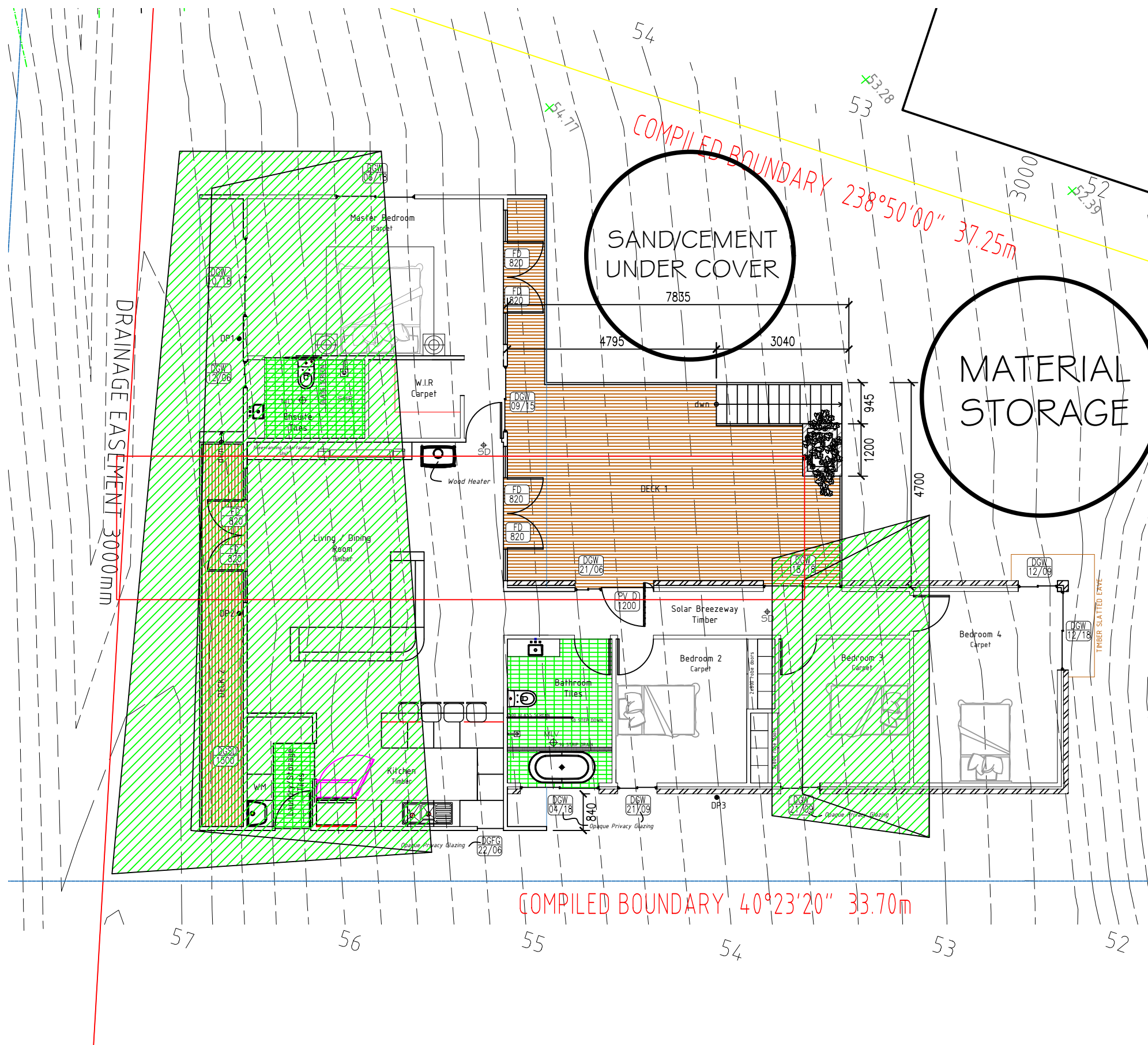


**NOTES :**

1. All AG drains to be installed prior to footing excavations (refer Sh H2)
2. Excavated material to be placed upslope from AG drains
3. Construction vehicles to be parked on street only



SOIL TYPE  (* see Part 3.2.4 for material description)		EMBANKED SLOPES H:L	
		Compacted fill (see Part 3.2)	Cut
Stable rock(A*)		2:3	8:1
Sand (A*)		1:2	1:2
Silt (P*)		1:4	1:4
Clay	Firm clay	1:2	1:1
	Soft clay	Not suitable	2:3
Soft soils (P*)		Not suitable	Not suitable

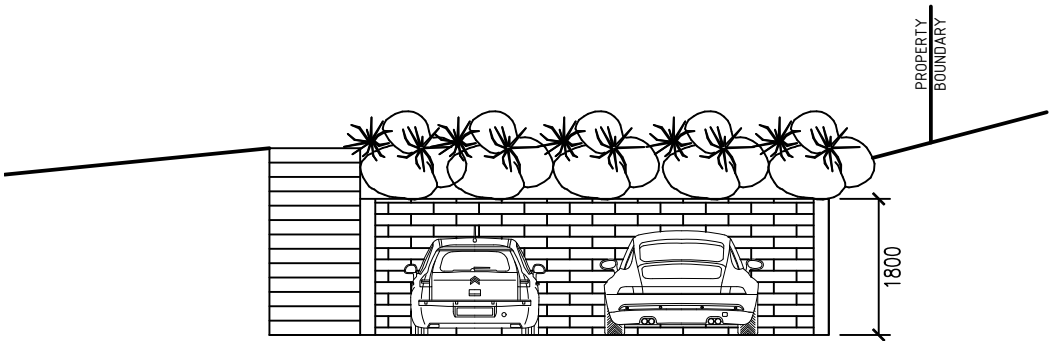


Date	Rev.	Description	Drawn By	SITE DESCRIPTION		<div>ARCHIBIM</div> <div>ARCHITECTURAL BUILDING INVENTORY MODELLING</div> <div>ABN: 34 625 657 785</div> <div>Unit 1, 10 Stanton Place, Cambridge TAS 7170</div> <div>Email: archibim@outlook.com.au</div>	<div><div>^</div><div>ARCHIBIM</div><div>◇</div></div>	Client: D. Jackson		
13/05/2025	A	Issued for Council Approval	D. Jackson	<div>WIND CLASS - N2 AS4055</div> <div>SOIL CLASS - M AS2870</div> <div>CLIMATE ZONE - 7</div> <div>ENERGY RATING - refer report</div> <div>TITLE 180493 - Lot 47</div> <div>Bushfire BAL - BAL19</div>	Project: 20 Lowlynn Court, Geilston Bay					
12/08/2025	B	Issued for RFI Approval 08/08/2025	D. Jackson		Title: Excavation Plan					
					Scale: 1:100					
					<div>Drawn : D. Jackson</div> <div>Designed : D. Jackson</div>	<div>Date : 13/05/2025</div> <div>Date : 01/05/2025</div>	Checked by: R.JACKSON CC340Y			
					JOB NUMBER: 130525	Drawing : A05	REVISION: B			

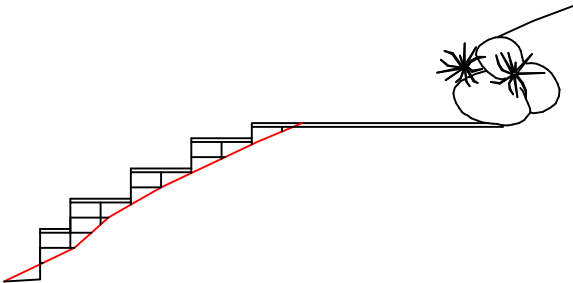
Contractor to verify the location of all current underground services shown on the plans including but not limited to electricity, telecom, gas, sewer, stormwater, NBN etc. prior to excavation. (DBYD www.1100.com.au)

ALL DIMENSIONS & LEVELS TO BE CONFIRMED BY BUILDER ON SITE PRIOR TO COMMENCEMENT. DISCREPANCIES TO BE REFERRED TO THIS OFFICE IMMEDIATELY

- NOTES :
- 1. All AG drains to be installed prior to footing excavations (refer Sh H2)
  - 2. Excavated material to be placed upslope from AG drains
  - 3. Construction vehicles to be parked on street only

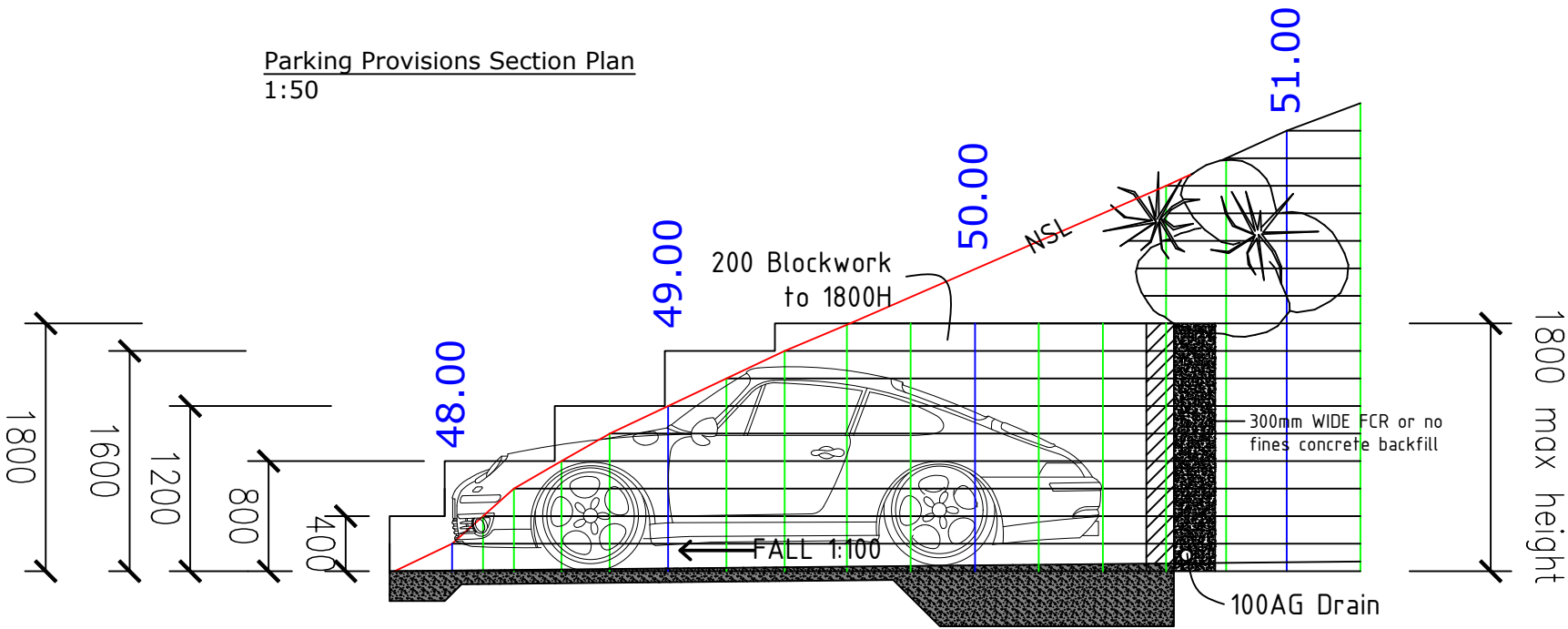


North Elevation  
1:100



East Elevation  
1:100

Parking Provisions Section Plan  
1:50



Date	Rev.	Description	Drawn By	SITE DESCRIPTION		<div>ARCHIBIM</div> <div>ARCHITECTURAL BUILDING INVENTORY MODELLING</div> <div>ABN: 34 625 657 785 Unit 1, 10 Stanton Place, Cambridge TAS 7170 Email: archibim@outlook.com.au</div>	<div>ARCHIBIM</div>	Client: D. Jackson Project: 20 Lowlynn Court, Geilston Bay Title: Parking Provisions Plan Scale: 1:100		
13/05/2025	A	Issued for Council Approval	D. Jackson	<b>WIND CLASS</b>	- N2 AS4055			Drawn : D. Jackson	Date : 13/05/2025	Checked by: <b>R.JACKSON CC340Y</b>
12/08/2025	B	Issued for RFI Approval 08/08/2025	D. Jackson	<b>SOIL CLASS</b>	- M AS2870			Designed : D. Jackson	Date: 01/05/2025	
				<b>CLIMATE ZONE</b>	- 7			JOB NUMBER: 130525	Drawing : A05a	REVISION: B
				<b>ENERGY RATING</b>	- refer report					
				<b>TITLE 180493</b>	- Lot 47					
				<b>Bushfire BAL</b>	- BAL19					

SITE DRAINAGE

As shown on drawings. Min camber of 1 in 20 for first 1 metre around perimeter of building.

STAIRS & BALUSTRADES

STAIRS - (NOTE: 2R+G = 550min-700max )  
min clear width of 820mm  
min going (G) 240mm  
max going (G) 355mm  
min rise (R) 115mm  
max rise (R)(refer below) 190mm

NOTE: min. 2000mm from toe of tread to FCL above.

Provide solid/partly solid risers to 125mm from u/s of above tread or limit rise to 170mm.

STRINGERS (max stair width 1000mm)

240x45 F5 (internal -max 15 risers)  
290x35 F5 TRP (external- max 15 risers)

TREADS

45 thick F5 (internal/external - max span 1000mm) All treads to be provided with a slip-resistant finish or non-skid strip in accordance with 3.9.1.4 - eg. 'Crocgrip' non-slip tape.

NOTE: All treads to be housed into stringers and 8mm S/S rods bolted through opposing stringers every 4th +- tread

HANDRAILS

To be provided along (1) side of the stair where height above floor exceeds 1m. Height to be not less than 865mm above nosing of treads.

BALUSTRADES (Required where floor height exceeds 1m from surface level) (Refer Sh BC2)

1000mm high(Refer drawings) Stair balustrades 865mm height from edge of nosing.  
125mm max aperture.

Wire balustrades to comply with Clause 3.9.2.3 (f) and Tables 3.9.2.1. - 3.9.2.2 and 3.9.2.3

GLAZING

All glazing to AS 1288,AS 2047 and Part 3.6 of BCA. Opening windows to comply with notation Sh A4 (Window Schedule). Certification of compliance with the above and to the relevant BAL (if required) to be provided to Building Surveyor.

ELECTRICAL - Pendant light fittings only. NO downlights to be installed unless provided with unventilated shields.

ARTIFICIAL LIGHTING -

\*max. 5watts/m² for living areas

\*max. 4 watts/m² for balconies / verandahs

\*max. 3 watts/m² for Class 10a buildings (assoc. with Class 1a)

STRUCTURAL STEEL (internal - moderate environment) -

no protection required

WOODHEATERS

To be installed in accordance with 3.7.3 of BCA and AS 2918 and damper to be provided in flue.

ENERGY EFFICIENCY - 2 (where applicable)

Provide R2.5 insulation batts between floor joists eg - CSR 'Optimo' installed in accordance with Manuf. instructions

ROOF VENTILATION -refer Sh SDC1 /H1

EXHAUST FANS - to have dampers fitted

WALL & CEILING LININGS

10mm plasterboard on furring channel at 450ctrs to all ceilings except where noted otherwise. 10mm plasterboard to all wall areas except where noted otherwise.

ROOF TRUSSES

Roof truss design to be obtained prior to commencement to verify that point loadings from girder trusses (if applicable)can be integrated into the footing design. Engineer to be contacted where doubt exists.

STRUCTURAL STEEL (external - moderate environment) -

\*All members (if non-Duragal) - to be painted with (2) coats of alkyd primer or (2) coats of alkyd gloss

\*If Duragal - (1) coat of of solvent based vinyl primer or (1) coat of vinyl gloss or alkyd

\*OR - hot dipped galv. (300g/m²)

WET AREA FINISHES TO AS 3740

Villaboard or similar to all walls and ceilings Ceramic tiles or similar to 1800mm above shower base. Ceramic tiles or similar to 150mm min above vanity/laundry basins. Ceramic tiles or similar to 150mm min above kitchen benches.

Ceramic tiles or similar to all floors with approved cement sheet underlay fixed as per Manufacturers instructions.

Waterproofing as required in strict accordance with As 3740 and Part 3.8.1 of BCA - Refer Sh BC3

ENERGY EFFICIENCY - 1

(refer also to 2 if applicable)

Provide Enviroseal Proctorwrap HT-R or equivalent over roof battens. Provide "Cavibat" roof battens over membrane. Roof blanket not to be used. Provide R6.0 insulation batts to all ceiling areas. Provide wrap to all external walls fixed to external face (eg-Tyvek Homewrap or other equivalent Class 4 sarking) Provide air infiltration seal to all edges of external doors and windows.

Provide R2.5 insulation batts between studs to all external walls and other walls where noted.

TIE DOWNS (WALL & ROOF) - refer Sh S5

WALL FRAMING MGP10 - refer Sh S5

BRICKWORK SPEC'S - refer Sh SDB1

CONDENSATION CONTROL - refer Sh SDC1

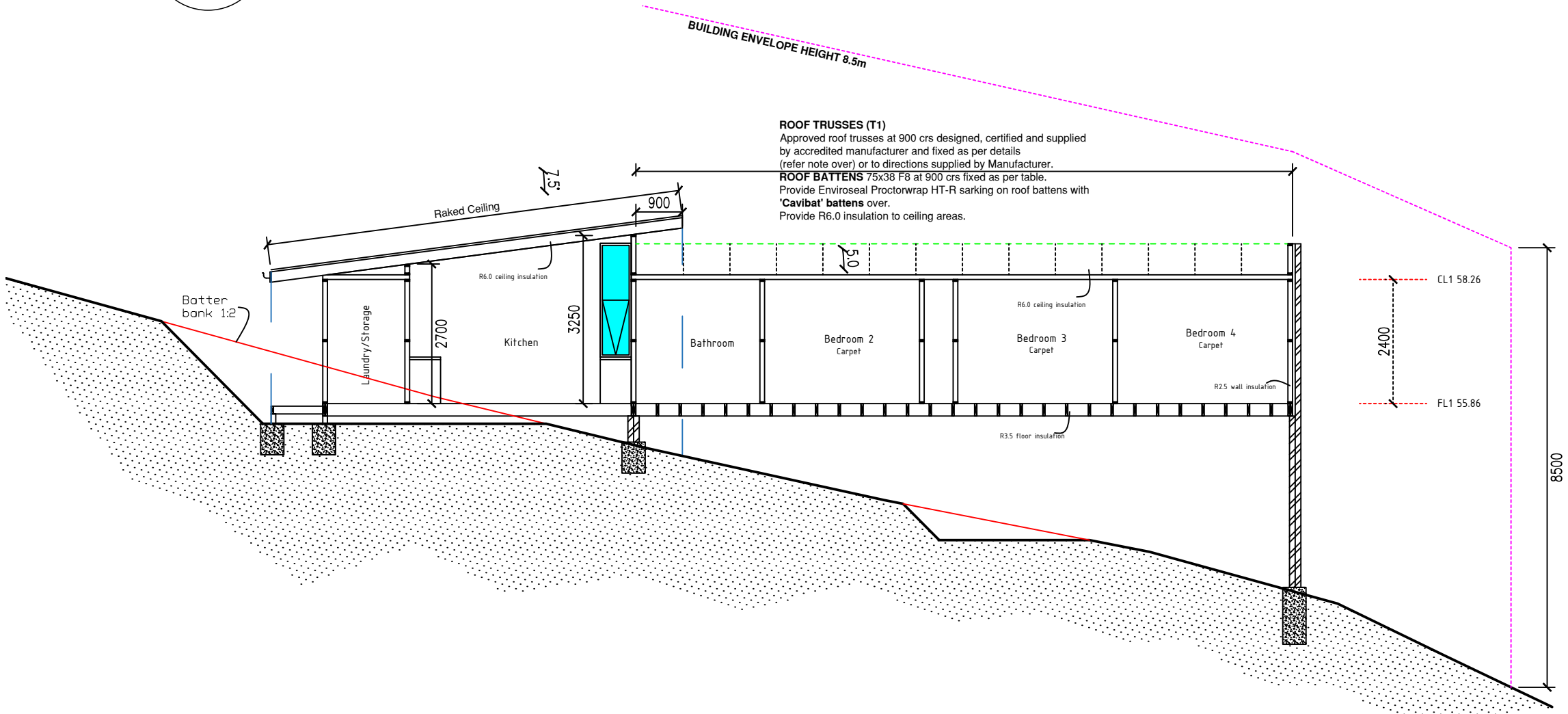
SOFFITS

4.5mm Hardiflex fixed with 30x2.8 fibre cement nails at 200 crs to trimmers

k/d TRP denotes kiln dried treated pine

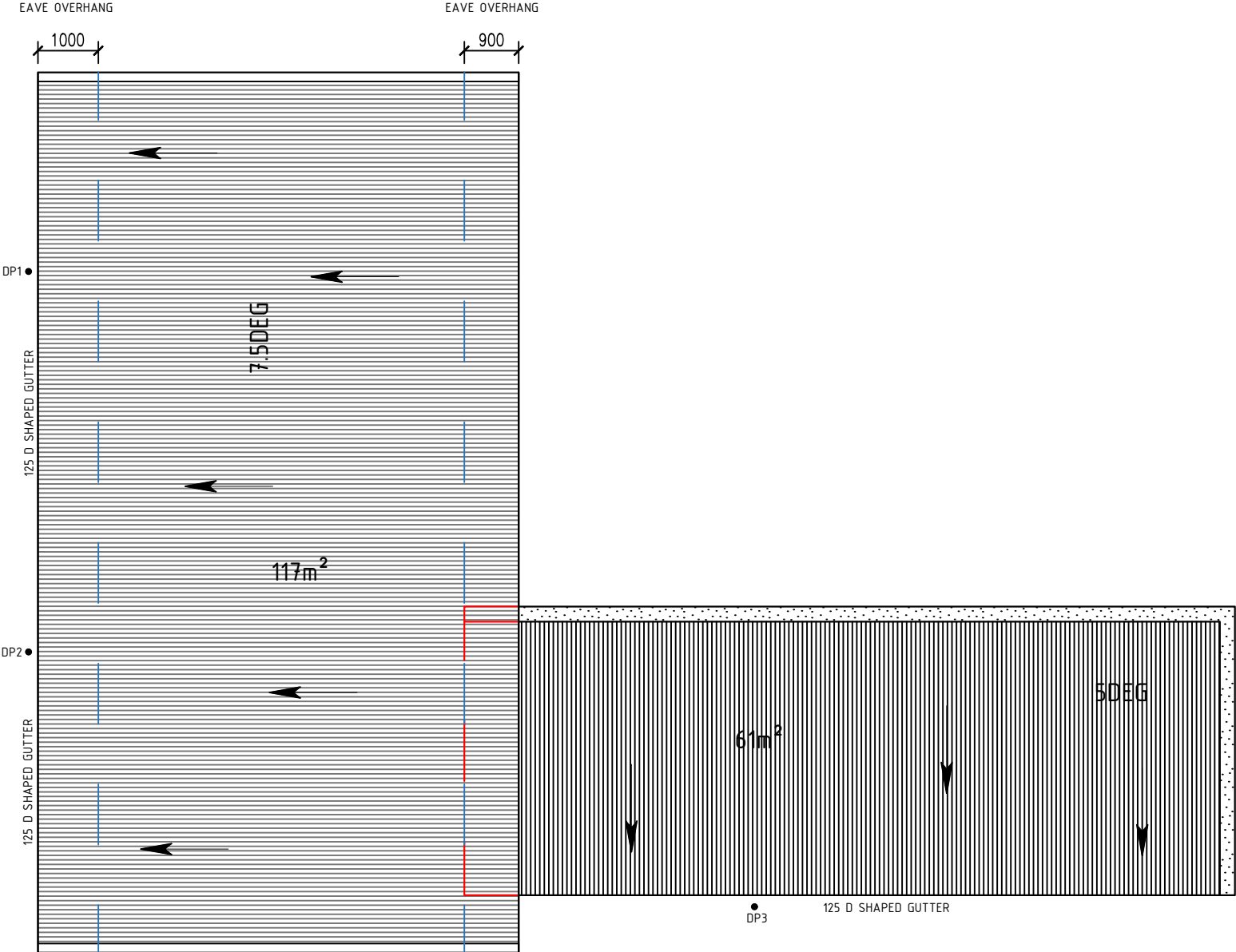
CLADDING

All cladding to be provided with battening strips over wall sarking



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13/05/2025	A	Issued for Council Approval	D. Jackson	<b>WIND CLASS</b>	- N2 AS4055			Drawn : D. Jackson	Date : 13/05/2025	Checked by: <b>R.JACKSON CC340Y</b>	
12/08/2025	B	Issued for RFI Approval 08/08/2025	D. Jackson	<b>SOIL CLASS</b>	- M AS2870			Designed : D. Jackson	Date: 01/05/2025		
				<b>CLIMATE ZONE</b>	- 7			JOB NUMBER: 130525			
				<b>ENERGY RATING</b>	- refer report			Drawing : A06			
				<b>TITLE 180493</b>	- Lot 47			REVISION: B			
				<b>Bushfire BAL</b>	- BAL19						

All roof areas shown  
are indicative only and not to be  
used for any other purpose



ROOFWATER DRAINAGE

Rainfall intensity - eaves gutters - 99ml/hour (1 in 20years)  
- valley/box gutters - 155ml/hour (1 in 100 years)  
Number of downpipes required - 5  
Size of downpipes (max.12m spacings)- 75Ø &90Ø (RH)  
Size of gutter (min 1:500 fall) - 125D min.

CALCULATIONS			
Downpipe	DP1	-	60m² catchment
	DP2	-	57m² catchment
	DP3	-	61m² catchment

- NOTES:**
1. Connect downpipes to council stormwater system immediately on completion of roof installation
  2. Roof sheeting to be crest fixed at side laps with (3) fixings at internal spans and (5) at end spans. Fixings to be RoofZips M6x65mm or equivalent

● denotes Edmonds Roof Valves or equivalent installed in accordance with Manuf. directions (max 900mm from ridge)

■ denotes 'Smoothline' Roof Ventilators or equivalent installed in accordance with Manuf. directions - in conjunction with eave ventilators (refer Sh A7a)

Main Dwelling

Date	Rev.	Description	Drawn By	SITE DESCRIPTION		<div>ARCHIBIM</div> <div>ARCHITECTURAL BUILDING INVENTORY MODELLING</div> <div>ABN: 34 625 657 785 Unit 1, 10 Stanton Place, Cambridge TAS 7170 Email: archibim@outlook.com.au</div>	<div>ARCHIBIM</div>	Client: D. Jackson Project: 20 Lowlynn Court, Geilston Bay Title: Roof / Stormwater Plan Scale: 1:100		
13/05/2025	A	Issued for Council Approval	D. Jackson	<b>WIND CLASS</b>	- <b>N2 AS4055</b>			Drawn : D. Jackson Designed : D. Jackson		
12/08/2025	B	Issued for RFI Approval 08/08/2025	D. Jackson	<b>SOIL CLASS</b>	- <b>M AS2870</b>			Date : 13/05/2025 Date: 01/05/2025		
				<b>CLIMATE ZONE</b>	- <b>7</b>			Checked by: <b>R.JACKSON CC340Y</b>		
				<b>ENERGY RATING</b>	- <b>refer report</b>			JOB NUMBER: 130525		
				<b>TITLE 180493</b>	- <b>Lot 47</b>			Drawing : H01		
				<b>Bushfire BAL</b>	- <b>BAL19</b>			REVISION: B		



SOLID WASTE MATERIAL TO BE STORED AND REMOVED FROM SITE REGULARLY.

REMOVABLE WC TO BE INSTALLED ON SITE DURING CONSTRUCTION UPTO THE POINT WHERE MAIN SEWER LINE IS CONNECTED.

STOCK PILES TO BE STABILISED AS SHOWN ON DETAIL SD9.

VEHICLES/MACHINERY ACCESSING THE SITE TO USE HARDENED ACCESS POINT AND TO BE THOROUGHLY WASHED (HIGH PRESSURE) TO REMOVE SOIL AND PLANT MATERIAL BEFORE LEAVING SITE.

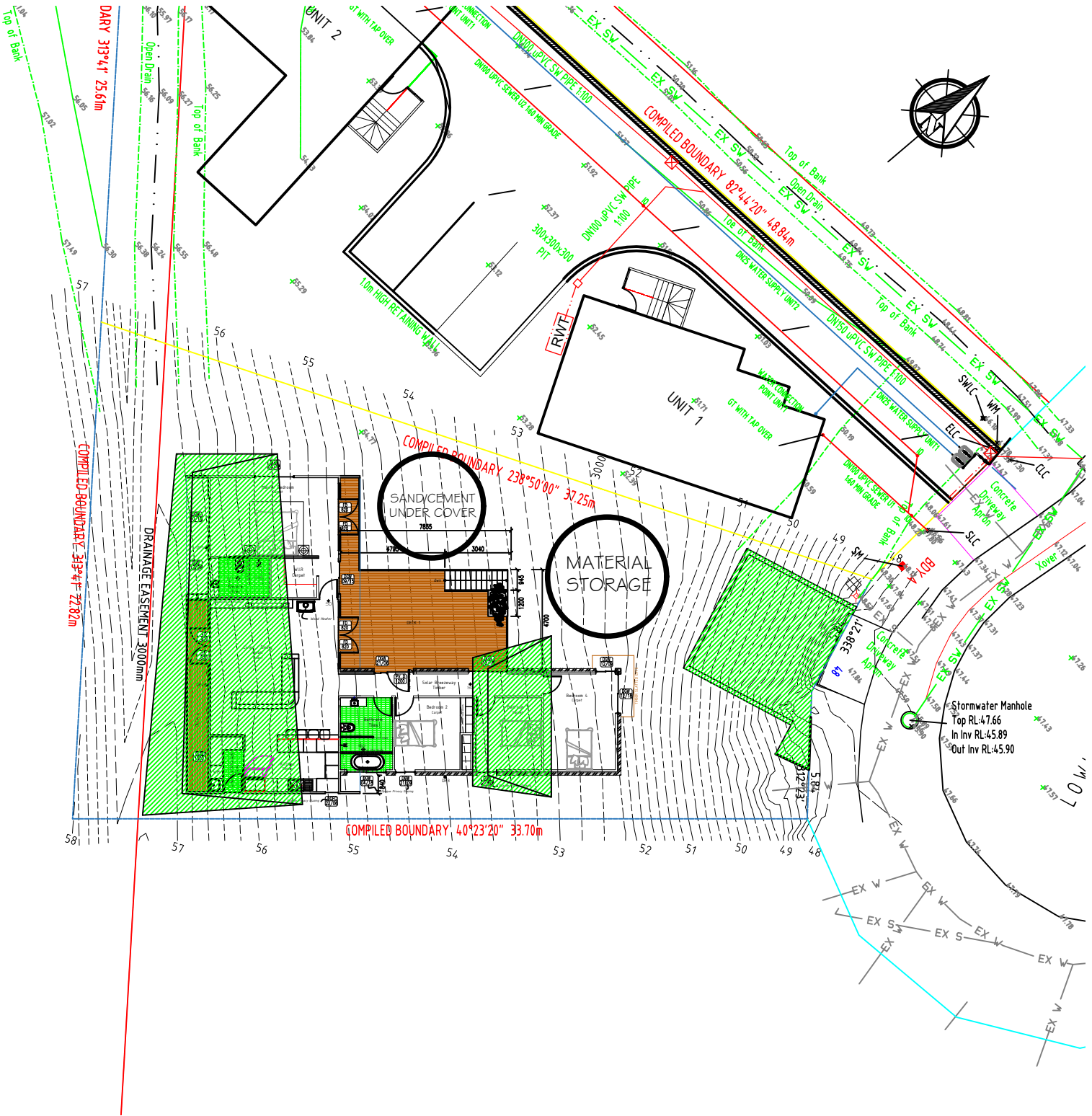
REMOVE ANY SOIL, CONCRETE, PAINT OR OTHER POTENTIAL POLLUTANTS FROM ANY AREA NOT WITHIN THE SITE BOUNDARY, TO MINIMISE POLLUTION THROUGH RUN OFF IN THE RETICULATED STORMWATER SYSTEM.

RETICULATED WATER MAINS AND ELECTRICAL CONNECTION TRENCHED TOGETHER. NOTES AS PER SEWER AND STORMWATER TRENCHING ABOVE.

WATER DIVERSION BARRIER (DIVERSION OF UPSLOPE WATER) CONSTRUCTED FROM SAND OR GRAVEL FILLED BAGS IN ACCORDANCE WITH DRAWING SD1.

SILT TRAP/STORM WATER PIT PROVIDE FILTRATION BARRIER AS PER DETAIL SD10.

IT IS THE BUILDERS RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UNDERGROUND SERVICES, INCLUDING BUT NOT LIMITED TO; GAS, WATER, SEWER, STORM WATER, ELECTRICITY, TELECOMMUNICATIONS.

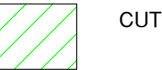


REVEGETATION & LONG TERM EROSION CONTROLS:

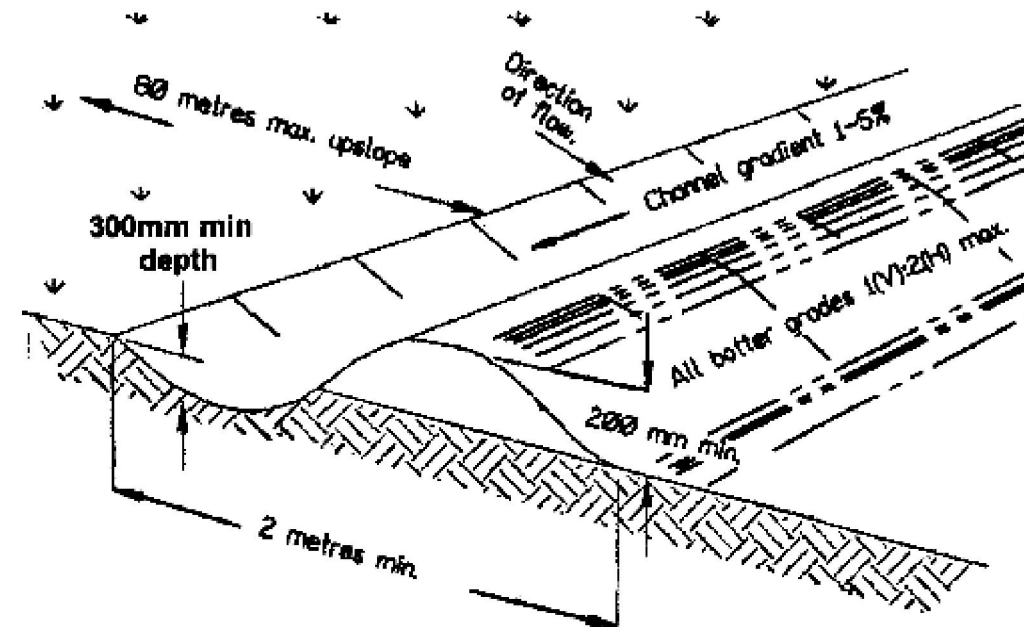
ONLY REMOVE VEGETATION AS REQUIRED DURING CONSTRUCTION. TREAT HEAVILY CLAYED SOILS WITH GYPSUM OR LIME AT A RATE OF 10t/ha TO STABILISE CLAY PARTICLES. TEMPORARY STABILISATION CAN BE GAINED BY SOWING RYECORN/OATS AT 40kg/ha AND RYEGRASS var. CONCORDE AT 10kg/ha OR SIMILAR FAST ROOTING GRASSES/CROPS (WITH ADVICE FROM AGRONOMIST) TO HOLD TOGETHER TOP SOIL. PERMANENT GROUND STABILISATION CAN BE ACHIEVED USING TURF OR OTHER GRASS MIXES OF FINE LEAF RYES, FESCUSES, POA, CLOVERS, ETC. GARDEN AREAS TO BE MULCHED WITH WATER EFFICIENT PLANTINGS THAT HAVE QUICK ESTABLISHMENT TIMES TO BE USED IN INITIAL GARDEN BEDS.

WHERE TUNNEL EROSION IS EVIDENT THE TUNNELED AREA MUST BE COMPLETELY BROKEN UP AND RECONSOLIDATED TO INTERRUPT CHANNLED FLOWS OF WATER AND THEN STABILISED WITH VEGETATION. DEEP RIP ACROSS THE SLOPE MAKING SURE THAT THESE RIP LINES ARE DEEPER THAN THE BOTTOM OF THE TUNNELS. COMPACT USING RUBBER WHEELED TRACTOR ON AREAS OF SHALLOW TUNNELING. TUNNELS DEEPER THAN THE RIPPERS ARE BEST EXCAVATED AND REPACKED.

Schedule



Date	Rev.	Description	Drawn By	SITE DESCRIPTION		<div>ARCHIBIM</div> <div>ARCHITECTURAL BUILDING INVENTORY MODELLING</div> <div>ABN: 34 625 657 785 Unit 1, 10 Stanton Place, Cambridge TAS 7170 Email: archibim@outlook.com.au</div>	<div>ARCHIBIM</div>	Client: D. Jackson Project: 20 Lowlynn Court, Geilston Bay Title: SWMP 1 Scale: 1:250			
13/05/2025	A	Issued for Council Approval	D. Jackson	<b>WIND CLASS</b>	- N2 AS4055			Drawn : D. Jackson	Date : 13/05/2025	Checked by: <b>R.JACKSON CC340Y</b>	
12/08/2025	B	Issued for RFI Approval 08/08/2025	D. Jackson	<b>SOIL CLASS</b>	- M AS2870			Designed : D. Jackson	Date: 01/05/2025		
				<b>CLIMATE ZONE</b>	- 7			JOB NUMBER: 130525			
				<b>ENERGY RATING</b>	- refer report			Drawing : M01			
				<b>TITLE 180493</b>	- Lot 47			REVISION: B			
				<b>Bushfire BAL</b>	- BAL19						



### Construction Notes

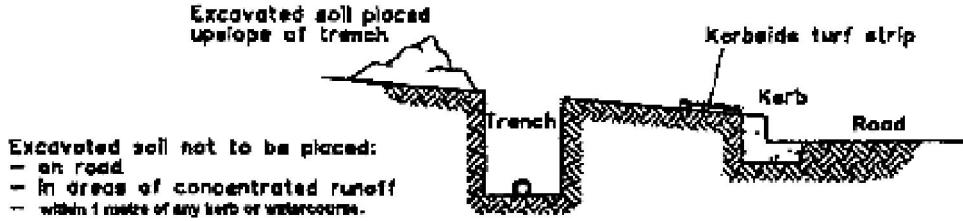
1. Construct along gradient as specified.
2. Maximum spacing between banks shall be 60 metres.
3. Drains to be of parabolic or trapezoidal cross section not V-shaped.
4. Earth banks to be adequately compacted in order to prevent failure.
5. Construction is of a temporary nature and shall be completed at the end a days work or immediately prior to rain.
6. All outlets from disturbed lands are to feed into a sediment basin or similar.
7. Discharge runoff collected from undisturbed lands onto either a stabilised or an undisturbed disposal site within the same subcatchment area from which the water originated.
8. Compact with a suitable implement in situations where they are required to function for more than five days.
9. Earth banks to be free of projections or other irregularities that will impede normal flow.

DETAILS EXTRACTED FROM "GUIDELINES FOR SOIL AND WATER MANAGEMENT" BY THE DEPARTMENT OF PRIMARY INDUSTRIES WATER AND ENVIRONMENT - JUNE 1999  
ENDORSED BY BRIGHTON, CLARENCE, GLENORCHY, HOBART AND KINGBOROUGH CITY AND MUNICIPAL COUNCILS.

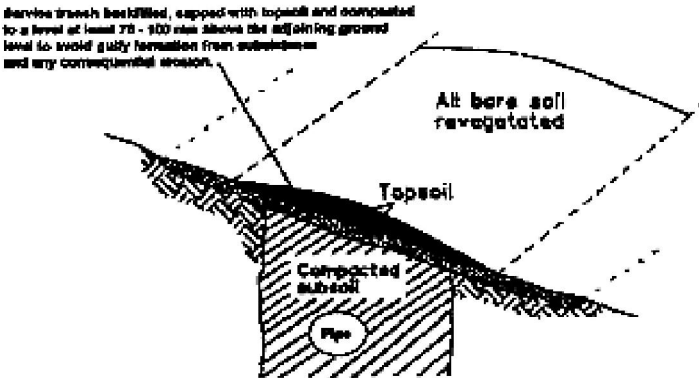
### SD 1 - Diversion of Upslope Water - CatchDrains

Date	Rev.	Description	Drawn By	SITE DESCRIPTION		<div>ARCHIBIM</div> <div>ARCHITECTURAL BUILDING INVENTORY MODELLING</div> <div>ABN: 34 625 657 785 Unit 1, 10 Stanton Place, Cambridge TAS 7170 Email: archibim@outlook.com.au</div>	<div>ARCHIBIM</div>	Client: D. Jackson Project: 20 Lowlynn Court, Geilston Bay Title: SWMP 2 Scale: NTS			
13/05/2025	A	Issued for Council Approval	D. Jackson	<b>WIND CLASS</b> <b>SOIL CLASS</b> <b>CLIMATE ZONE</b> <b>ENERGY RATING</b> <b>TITLE 180493</b> <b>Bushfire BAL</b>	<b>- N2 AS4055</b> <b>- M AS2870</b> <b>- 7</b> <b>- refer report</b> <b>- Lot 47</b> <b>- BAL19</b>			Drawn : D. Jackson	Date : 13/05/2025	Checked by: <b>R.JACKSON CC340Y</b>	
12/08/2025	B	Issued for RFI Approval 08/08/2025	D. Jackson					Designed : D. Jackson	Date: 01/05/2025		
								JOB NUMBER: 130525			
								Drawing : M02			
								REVISION: B			

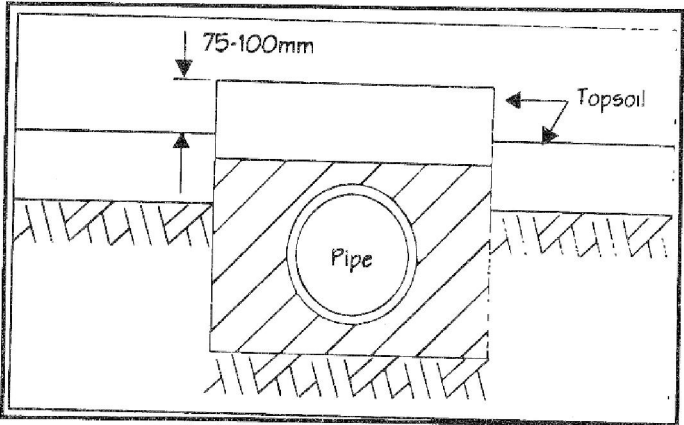
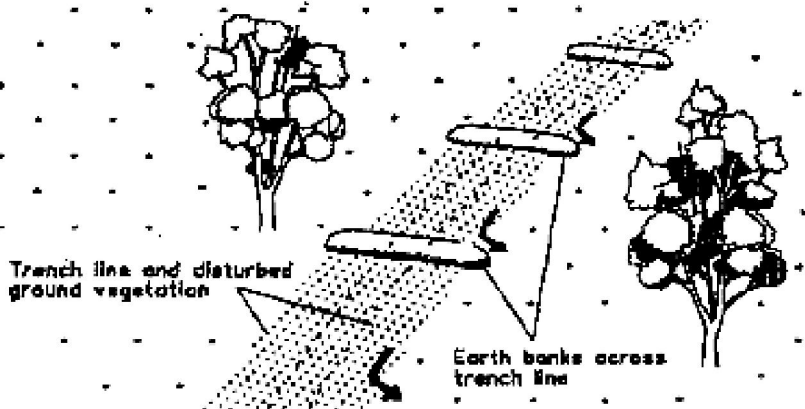
WHEN EXCAVATING TRENCH...



WHEN BACKFILLING TRENCH...



ON STEEP AND/OR LONG SECTIONS OF TRENCH...



[See Appendix B - Standard Drawing SD 3 for installation and construction details]

Construction Notes

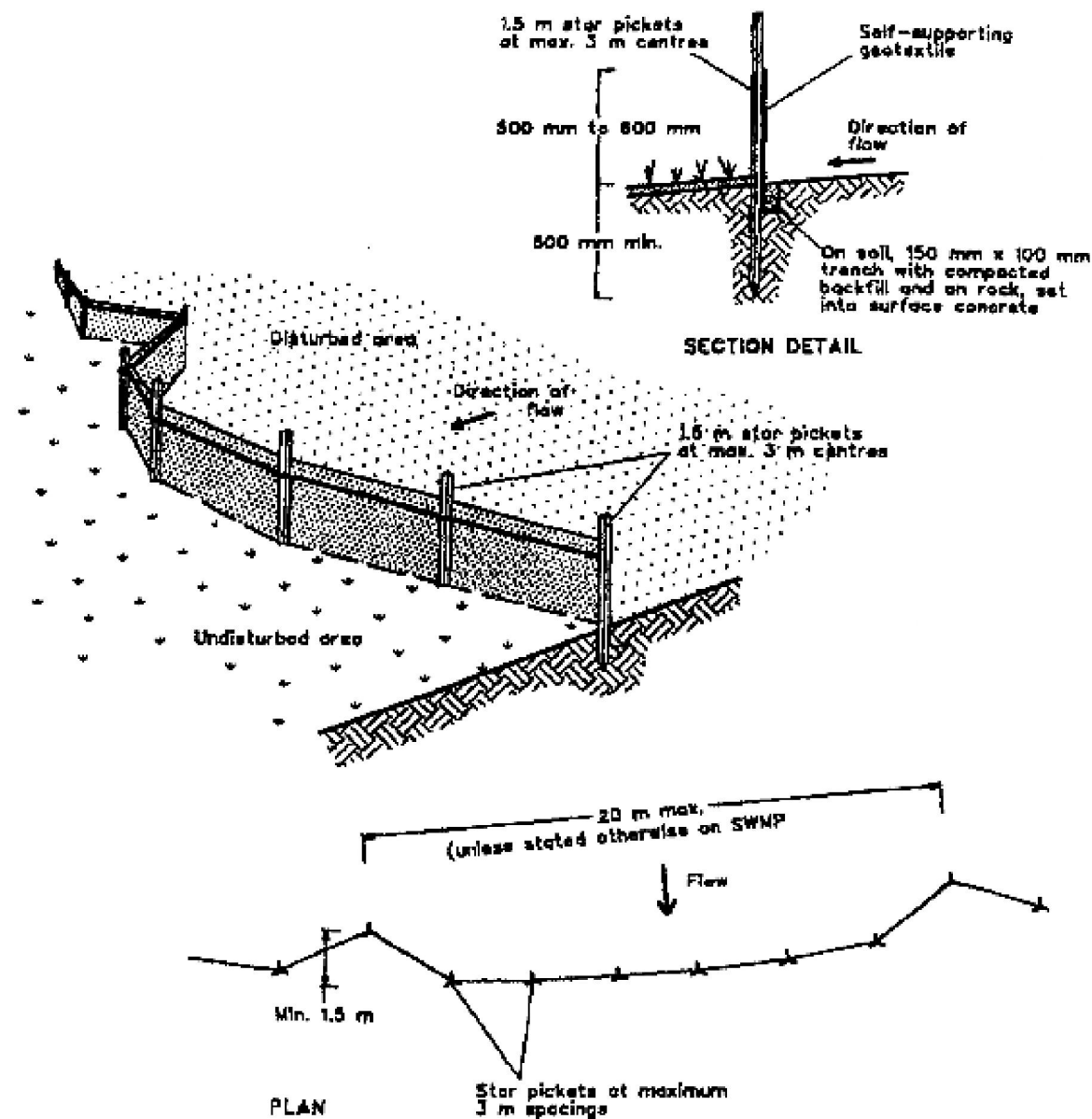
- 1. Do not open any trench unless it is likely to be closed in three days.
- 2. Place excavated material upslope of trench.
- 3. Stockpile topsoil separately from subsoil.
- 4. Divert runoff from the line of the cut
- 5. Rehabilitate in accordance with specification.

SD 3 - Service Installation

DETAILS EXTRACTED FROM "GUIDELINES FOR SOIL AND WATER MANAGEMENT" BY THE DEPARTMENT OF PRIMARY INDUSTRIES WATER AND ENVIRONMENT - JUNE 1999  
ENDORSED BY BRIGHTON, CLARENCE, GLENORCHY, HOBART AND KINGBOROUGH CITY AND MUNICIPAL COUNCILS.

Date	Rev.	Description	Drawn By	SITE DESCRIPTION		<div>ARCHIBIM</div> <div>ARCHITECTURAL BUILDING INVENTORY MODELLING</div> <div>ABN: 34 625 657 785</div> <div>Unit 1, 10 Stanton Place, Cambridge TAS 7170</div> <div>Email: archibim@outlook.com.au</div>	<div>ARCHIBIM</div>	Client: D. Jackson		
13/05/2025	A	Issued for Council Approval	D. Jackson	<div>WIND CLASS - N2 AS4055</div> <div>SOIL CLASS - M AS2870</div> <div>CLIMATE ZONE - 7</div> <div>ENERGY RATING - refer report</div> <div>TITLE 180493 - Lot 47</div> <div>Bushfire BAL - BAL19</div>	Project: 20 Lowlynn Court, Geilston Bay					
12/08/2025	B	Issued for RFI Approval 08/08/2025	D. Jackson		Title: SWMP 3					
					Scale: NTS					
					Drawn : D. Jackson			Date : 13/05/2025	Checked by: R.JACKSON CC340Y	
					Designed : D. Jackson			Date: 01/05/2025		
					JOB NUMBER: 130525	Drawing : M03	REVISION: B			

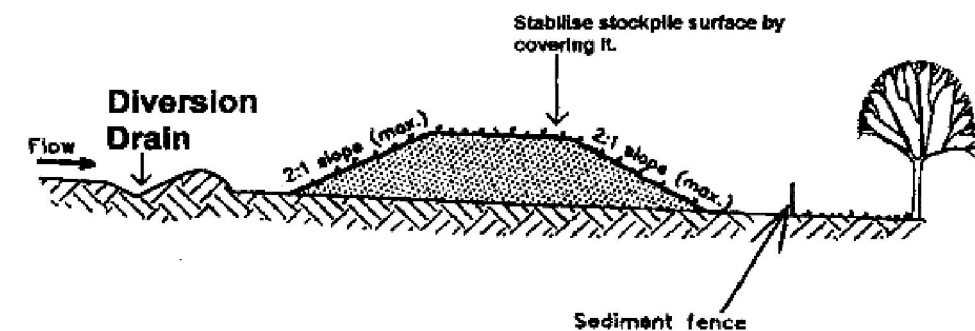




### Construction Notes

1. Construct sediment fence as close as possible to parallel to the contours of the site.
2. Drive 1.5 metre long star pickets into ground, 3 metres apart.
3. Dig a 150 mm deep trench along the upslope line of the fence for the bottom of the fabric to be entrenched.
4. Backfill trench over base of fabric.
5. Fix self-supporting geotextile to upslope side of posts with wire ties or as recommended by geotextile manufacturer.
6. Join sections of fabric at a support post with a 150 mm overlap.

## SD 8 - SEDIMENT FENCE



### Construction Notes

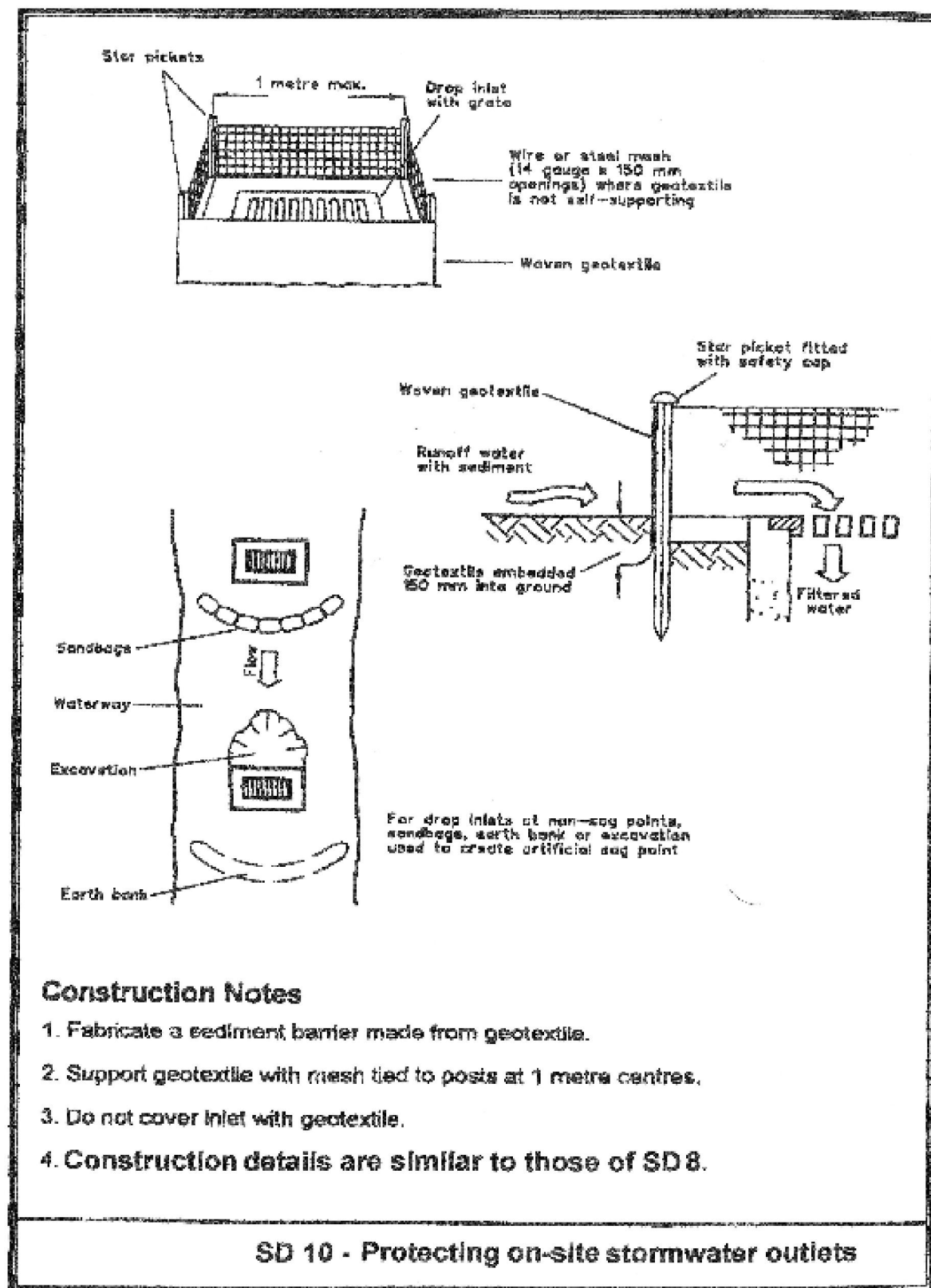
1. Construct a diversion drain on upslope side of stockpile to divert water around stockpile and install a sediment fence 1-2 metres downslope of stockpile.
2. Locate stockpile at least 5 metres from existing bushland, concentrated water flows roads and other hazard areas.
3. Construct stockpile on the contour as a low, flat, elongated mound.
4. Where there is sufficient space, topsoil stockpiles shall be less than 2 metres high.
5. Rehabilitate in accordance with the SWMP.

## SD 9 - Stabilising Stockpiles

DETAILS EXTRACTED FROM "GUIDELINES FOR SOIL AND WATER MANAGEMENT" BY THE DEPARTMENT OF PRIMARY INDUSTRIES WATER AND ENVIRONMENT - JUNE 1999  
ENDORSED BY BRIGHTON, CLARENCE, GLENORCHY, HOBART AND KINGBOROUGH CITY AND MUNICIPAL COUNCILS.

Date	Rev.	Description	Drawn By	SITE DESCRIPTION		<b>ARCHIBIM</b> ARCHITECTURAL BUILDING INVENTORY MODELLING  ABN: 34 625 657 785 Unit 1, 10 Stanton Place, Cambridge TAS 7170 Email: archibim@outlook.com.au		Client: D. Jackson Project: 20 Lowlynn Court, Geilston Bay Title: SWMP 4 Scale: NTS		
13/05/2025	A	Issued for Council Approval	D. Jackson	<b>WIND CLASS</b>	- N2 AS4055			Drawn : D. Jackson	Date : 13/05/2025	Checked by: R.JACKSON CC340Y
12/08/2025	B	Issued for RFI Approval 08/08/2025	D. Jackson	<b>SOIL CLASS</b>	- M AS2870			Designed : D. Jackson	Date : 01/05/2025	
				<b>CLIMATE ZONE</b>	- 7			JOB NUMBER: 130525	Drawing : M04	REVISION: B
				<b>ENERGY RATING</b>	- refer report					
				<b>TITLE 180493</b>	- Lot 47					
				<b>Bushfire BAL</b>	- BAL19					





DETAILS EXTRACTED FROM "GUIDELINES FOR SOIL AND WATER MANAGEMENT" BY THE DEPARTMENT OF PRIMARY INDUSTRIES WATER AND ENVIRONMENT - JUNE 1999  
 ENDORSED BY BRIGHTON, CLARENCE, GLENORCHY, HOBART AND KINGBOROUGH CITY AND MUNICIPAL COUNCILS.

Date	Rev.	Description	Drawn By	SITE DESCRIPTION		ARCHIBIM ARCHITECTURAL BUILDING INVENTORY MODELLING		Client: D. Jackson Project: 20 Lowlynn Court, Geilston Bay Title: SWMP 5 Scale: NTS		
13/05/2025	A	Issued for Council Approval	D. Jackson	<b>WIND CLASS</b>	- N2 AS4055			Drawn : D. Jackson	Date : 13/05/2025	Checked by: R.JACKSON CC340Y
12/08/2025	B	Issued for RFI Approval 08/08/2025	D. Jackson	<b>SOIL CLASS</b>	- M AS2870	ABN: 34 625 657 785 Unit 1, 10 Stanton Place, Cambridge TAS 7170 Email: archibim@outlook.com.au		Designed : D. Jackson	Date : 01/05/2025	
				<b>CLIMATE ZONE</b>	- 7					
				<b>ENERGY RATING</b>	- refer report					
				<b>TITLE 180493</b>	- Lot 47			JOB NUMBER: 130525	Drawing : M05	REVISION: B
				<b>Bushfire BAL</b>	- BAL19					

Dear Molika,

**RE: PLANNING APPLICATION – PDPLANPMTD-2025/054066 – 20 Lowlynn Court, Geilston Bay**

Further to your letter dated 8 August 2025 requesting additional information under Section 54(1) of the *Land Use Planning and Approvals Act 1993 (LUPAA)*, please be advised that all requested information has now been compiled and submitted for Council's consideration. We confirm the following matters have been addressed:

---

**1. Part 5 Agreements**

All applicable Part 5 Agreement listed on the property I believe is a fuel modified buffer zone to the vegetation behind, I have contacted the solicitor and conveyancer and it cannot be found with their searches and believe this is help at Council, I give you permission to obtain from your records. have now been included. This corrects the initial submission, where only one of the four agreements was provided. Full documentation is now supplied for your records and assessment.

---

**2. Clause 8.4.2 A1 – Frontage Setbacks (Retaining Walls & Stairs)**

Justification has been provided demonstrating compliance with Performance Criteria **Clause 8.4.2 P1**, as the proposed retaining walls and stairs fall within the 4.5m setback to the frontage.

Supporting documentation includes:

- Due to topographical restraints of the slope, our engineering team was unable to get a compliant driveway to access the site without major civil excavation which we are cautious of environmental impact and putting extra pressure on the neighbouring structural system to the adjoining units (I was to disclose I also designed the Units next door for Tom Booth)
- Site sections and elevations clearly showing the height and extent of the retaining walls and their relationship to natural ground level and the topography.

---

### 3. Clause 8.4.2 A2 – Parking Area Roof Confirmation

We confirm that the proposed parking area **is not roofed** and therefore does **not constitute a carport** under the scheme. This clarification confirms that Clause 8.4.2 A2 does not apply to this component of the proposal.

---

### 4. Clause 8.4.2 A3 – Building Envelope Compliance

Updated plans have been provided showing the location of the proposed dwelling in relation to the building envelope.

As the development projects outside the acceptable envelope due to the retaining walls and stairs, a full response to the **Performance Criteria Clause 8.4.2 P3** has been included.

In addition:

- A04 Elevations REV B; demonstrating the impact of the minor protrusion, particularly to the south, in accordance with sub-clauses of P3.
- The drawings addresses each sub-clause, including visual bulk has been kept to a minimum as no eaves have been designed to reduce the bulk, overshadowing has been kept to a minimum, and privacy impacts are non existent as the minor protrusion has no glazing evident.

---

### 5. Clause 8.4.6 A1 – Deck Privacy

Revised plans have been submitted showing compliance with Clause 8.4.6 A1 in relation to the northeast-facing deck.

Given that the deck is more than 1m above ground level and within 3m of the side boundary (overlooking the private open space of 18 Lowlynn Court), the following has been provided:

- Revised setbacks has been implemented, please refer A02 "Proposed Site Plan"

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### 6. Clause 8.4.6 A1 – Window Privacy

The windows on the southeast elevation at upper level have been reviewed.

Plans have been revised or supporting documentation has been provided to demonstrate compliance with Clause 8.4.6 A1:

- Obscure glazing has been implemented for an Acceptable Solution; or

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### 7. Parking & Sustainable Transport Code – Clauses C2.6.1 A1 & C2.6.2 A1


In response to the Engineering Department's request:

- Driveway surface material and drainage details have now been specified and are shown on the updated site plan, satisfying Clause **C2.6.1 A1**.

- Parking space dimensions have been confirmed and included in the drawings to demonstrate compliance with **Clause C2.6.2 A1** regarding design and layout.
- 

**Best Regards**  
**Damon**



-  BUSHFIRE SITE ASSESSMENTS
-  BUSHFIRE REPORTS
-  HAZARD MANAGEMENT PLANS

PH: 0429 199 934  
[www.reddogbushfire.com.au](http://www.reddogbushfire.com.au)

VZ Designs Pty Ltd ABN 50 110 377 421 e: [info@reddogbushfire.com.au](mailto:info@reddogbushfire.com.au) PO Box 7647, Launceston

## BUSHFIRE ASSESSMENT

Client	Damon Jackson	Volume/Folio Number	180493/47
Site	20 Lowlynn Court, Geilston Bay, Tas, 7015	PID	9391072
Report By	Jason Van Zetten	Accreditation	BFP113
Date	16/06/2025	Job Reference	8209



## Proposal

The proposal is for a new dwelling to be constructed on a vacant lot known as number 20 Lowlynn Court, Geilston Bay.

From the description of the proposed works it is believed that it fits into the highlighted requirements set out below in Table 4 of the Directors Determination.

Investigations were made into whether a subdivision report was available, however, it was not proven. It is most likely a subdivision report exists however according to the LTO layer on theLIST, the lots were created in 2016 which would deem a subdivision report out of date, requiring a new report. Whilst A and B have been met, the outcome meets a BAL 19 maximum classification.

**Table 4 – requirements for Hazard Management Area – Directors Determination – Bushfire Hazard Areas version 1.2**

	Element	Requirement
<b>A</b>	New buildings on lots provided with a BAL at the time of subdivision.	A new building must: (a) be provided with a HMA no smaller than the required separation distances required for BAL-19, except where a higher BAL was approved as part of the subdivision bushfire hazard management plan; and (b) have a HMA established in accordance with a certified bushfire hazard management plan.
<b>B</b>	New buildings on lots not provided with a BAL at the time of subdivision.	A new building must: (a) be provided with a HMA no smaller than the required separation distances required for BAL-29; and (b) have a HMA established in accordance with a certified bushfire hazard management plan.
<b>C</b>	Alterations or additions to buildings.	An alteration or addition to a building must: (a) be located on the lot so as to be provided with a HMA which: (i) has the separation distances required for the BAL assessed for the construction of the existing building; or (ii) in the case of a building without an existing BAL assessment, is no smaller than the separation distances required for BAL-29; and (b) have a HMA established in accordance with a certified bushfire hazard management plan.
<b>D</b>	New buildings and additions and alterations to buildings classified as an accommodation building Class 1b, Class 2, or Class 3, other than communal residence for persons with a disability, a respite centre or a residential aged care facility or similar.	A new building or an alteration or addition must: (a) be located on the lot so as to be provided with HMAs no smaller than the separation distances required for BAL-12.5; and (b) have a HMA established in accordance with a certified bushfire hazard management plan.
<b>E</b>	New buildings and additions and alterations to existing buildings classified as vulnerable use as defined in the relevant planning scheme.	A new building or an addition or alteration including change of use must: (a) be located on the lot so as to be provided with HMAs no smaller than the separation distances required for BAL-12.5; and (b) have a HMA established in accordance with a certified bushfire hazard management plan.
<b>F</b>	New buildings or additions and alterations to buildings associated with the use, handling, generation or storage of a hazardous chemical or explosive.	A new building or an alteration or addition, including change of use, for a building associated with the use, handling, generation or storage of a hazardous chemical must: (a) be located on the lot so as to be provided with a HMA no smaller than the required separation distances for the BAL determined in the certified bushfire hazard management plan; and (b) have a HMA established in accordance with a certified bushfire hazard management plan
<b>G</b>	Additional requirements for Certain Class 9 Buildings and associated Class 10a Buildings and decks.	Refer to NCC Vol. 1 – Part G5 (incorporating TAS G5P1 and TAS G5P2) and Specification 43





## Site Description

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The site is located on the south western end of the cul-de-sac in Lowlynn Court in an area of recent subdivision with a mix of vacant lots and reasonably new dwelling lots. The lot is located around 120m south west of Lowlynn Courts junction with Napier Street and around 200m west of East Derwent Highway on the eastern foothills of Governments Hills and Fischer's Hill.

At the time of inspection, the site was cleared in preparation for construction of a dwelling.

To the north of the site is a neighbouring lot in a similar state extending to around 20m from the works where neighbouring dwellings along Lowlynn Court and Ellen Place to around 200m from the works. Beyond this is an unmanaged area around electricity lines extending as a mix of scrub and forest to around 300m from the works through to a residential area on Annabella Court. This extends through to an area of forest around 440m from the works. Areas of forest and scrub extend along the foothills of Government Hills across larger lots on Napier Street through to the Clarence Lifestyle village around 1.2km from the works.

To the east of the proposed works and front boundary is the cul-de-sac end of Lowlynn Court with residential dwellings extending down the hillside, across Lowlynn Court and Napier Street for around 160m through to the East Derwent Highway. Beyond the highway and its unmanaged verges, around 250 from the site are residential uses predominately managed which extend up the adjacent hillside to around 450m from the works. Beyond this forest and scrub extend up across the undulating hillsides on the foothills of Sugarloaf Hill.

To the south of the proposed works are other vacant residential lots extending to around 35m from the works to the south east. Scrub and forest vegetation extend across the larger neighbouring lots to south on the eastern side of Fischer's hill. Forest and scrub extend to around 800m to the works through to a low-density residential area known as Sarean Court which extends through to the Geilston Bay Boat Club and sports ovals and the River Derwent around 1km from the works.

To the west of the proposed works is a managed area extending around 25m from the works becoming scrub and forest extending up the hillside for around 250m through to the ridgeline of Government Hills and Fischer's Hill. Forest extends beyond this as the prominent feature down the hillside to Shag Bay and the River Derwent around 1.2km from the site.

## Water Supply

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A fire hydrant is located in Lowlynn Court on the nature strip of number 16 Lowlynn court, around 18m from the driveway to the site in question, providing a full 120 metre hose lay over the site.

## Access

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Access is via an existing concrete crossover and driveway which is less than 30 metres in length. The Building Act 2016 Directors Determination – Bushfire Hazard Areas, states that for property access length that is less than 30 metres, there are no specific design or construction requirements.

## Opportunities & Constraints

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1. The adjacent road is deemed low threat and it's verges are deemed low threat to AS3959/2018 2.2.3.2 (e) and (f).
2. Vacant lots around the site are zoned general residential and therefore are excluded from calculations as they are less than 1500 square metres in line with TFS Chief Officers Determination.
3. A part 5 agreement exists over the land to the rear regarding managing a strip of 23m wide which was implemented at subdivision stage.





## Conclusion

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As the proposed works are within 100m of 1 hectare or greater of classifiable vegetation and the site is within a bushfire prone mapped area, a BAL assessment is required for the purpose of these works.

After consideration of the site in its location surrounded by residential uses, to the north, east and south and classifiable forest to the west, it is deemed a BAL 19 classification can be adopted for the new dwelling. This BAL is based on the 23m managed easement on the neighbouring lot in line with the part 5 agreement being implemented. Therefore, this new dwelling can adopt a BAL 19 classification in line with AS3959/2018 2.2.3.2 (e) and (f) table 2.3 and table 2.6 and the part 5 agreement which states the following.

The bushfire buffer (shown as Hazard Management Area in the agreement) is enforced in accordance with a Part 5 Agreement (registered number E65078) obliging the owner of No.463 East Derwent Highway (the Developer) to maintain the fuels within No.461 East Derwent Highway within 23m of the boundary of the site in a low fuel condition. The developed portion of the allotment and the bushfire buffer has been classified as Low Threat Vegetation in accordance with Part 2.2.3.2 (e) & (f), AS 3959:2018. The area of eucalypts has been classified as A: Forest in accordance with Figure 2.4(B) as Open Forest A-03. It is unclear from the Part 5 Agreement as to how on-going management of the bushfire buffer will occur as the agreement only appears to be between the owners of the development with no mechanism to pass the maintenance obligation to the future lot owners. On-going maintenance of this area is essential to the protection of the buildings on this, and adjoining properties.

### **BAL 19 to AS3959/2018**

It is the responsibility of the accredited architect/designer to provide specific construction details to AS3959/2018 and fire fighting water supply and property access requirements on the plans, as per this report for approval in line with the requirements set out in CBOS schedule 1. Water supply and property access details can be copied from this report and hazard management plan without fear of copyright.



## Bushfire Hazard Management Plan

The attached Bushfire Hazard Management Plan must be implemented prior to occupation of the new works.

Failure to meet the requirements of this report may invalidate your insurance policy in the event of a bushfire.

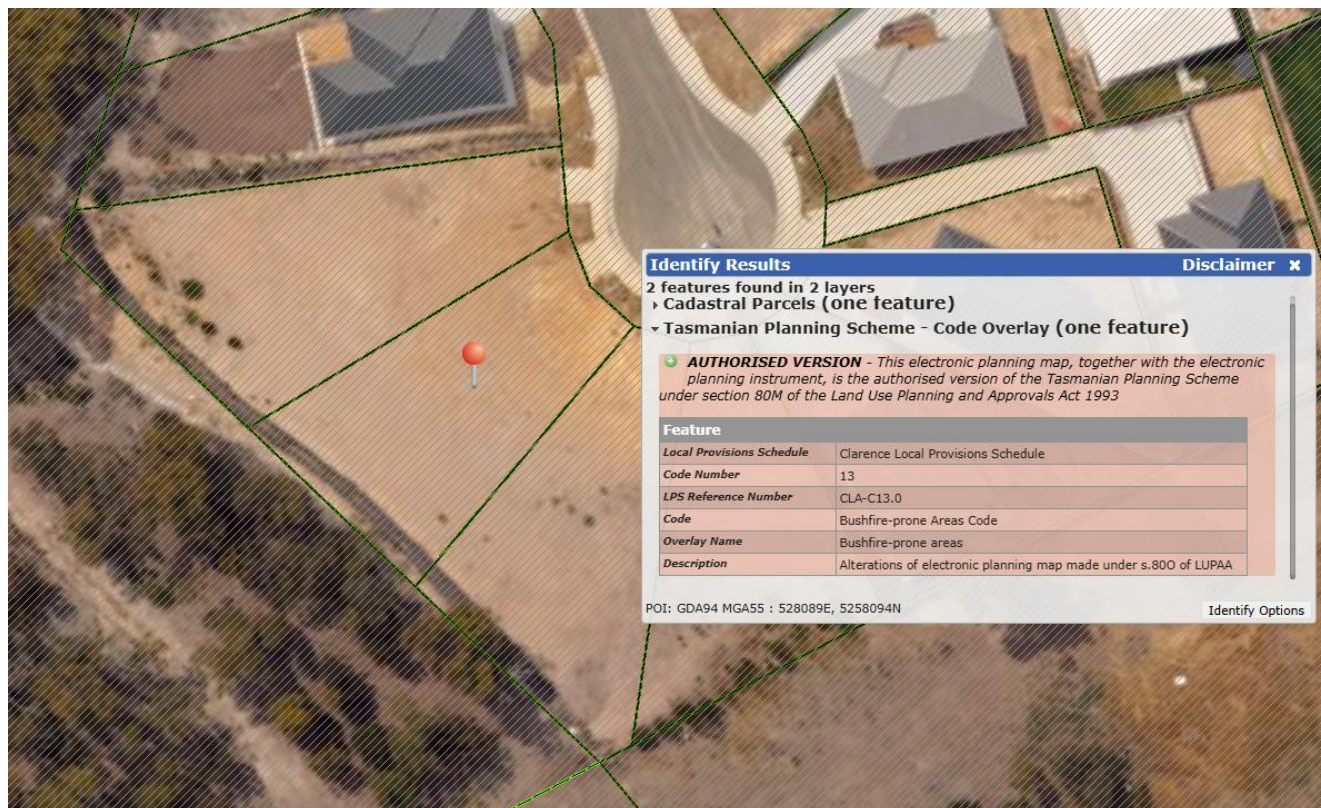
The highlighted area is required to be maintained as per the plan and in line with AS3959/2018.

## Limitations

This report only deals with potential bushfire risk and all other statutory assessments are outside this report. All information provided was at the time of inspection of the site, and this report is not to be used for further or future development of the site other than what has been provided by the plans attached. This report and/or management plan does not guarantee that the building will survive a bushfire.

## Bushfire Mapping

This site is considered bushfire prone as per LISTmap.



## Bushfire Site Assessment

Vegetation classification AS3959	North	East	South	West
Group A	Forest	Forest	Forest	Forest
Group B	Woodland	Woodland	Woodland	Woodland
Group C	Shrub-land	Shrub-land	Shrub-land	Shrub-land
Group D	Scrub	Scrub	Scrub	Scrub
Group E	Mallee-Mulga	Mallee-Mulga	Mallee-Mulga	Mallee-Mulga
Group F	Rainforest	Rainforest	Rainforest	Rainforest
Group G	Grassland	Grassland	Grassland	Grassland
Predominant Feature	Forest		Forest	Forest
Excluded	Residential dwellings and Lowlynn Court	Residential dwellings and Lowlynn Court	Residential dwellings and Lowlynn Court	Part 5 agreement extending 23 metres over the neighbouring lot to the west
Effective slope (degrees)	Up/0°	Up/0°	Up/0°	Up/0°
	>0-5°	>0-5°	>0-5°	>0-5°
	>5-10°	>5-10°	>5-10°	>5-10°
	>10-15°	>10-15°	>10-15°	>10-15°
	>15-20°	>15-20°	>15-20°	>15-20°
Distance to classified vegetation	100 +metres	100+ metres	30 metres	16 metres
Distance Required for Onsite Bushfire Hazard Management	Entire Site	Entire Site	Entire Site	Part 5 agreement extending 23 metres over the neighbouring lot to the west
Likely direction of bushfire attack	North	East	South	West
Prevailing winds	North	East	South	West
BAL Value (FDI 50)	BAL – LOW	BAL – LOW	BAL – 12.5	BAL – 19

The values have been achieved from the location proposed, within the constraints of the site. If the location or nature of the proposal is to be altered for any reason this report will need to be amended to suit





## Photos





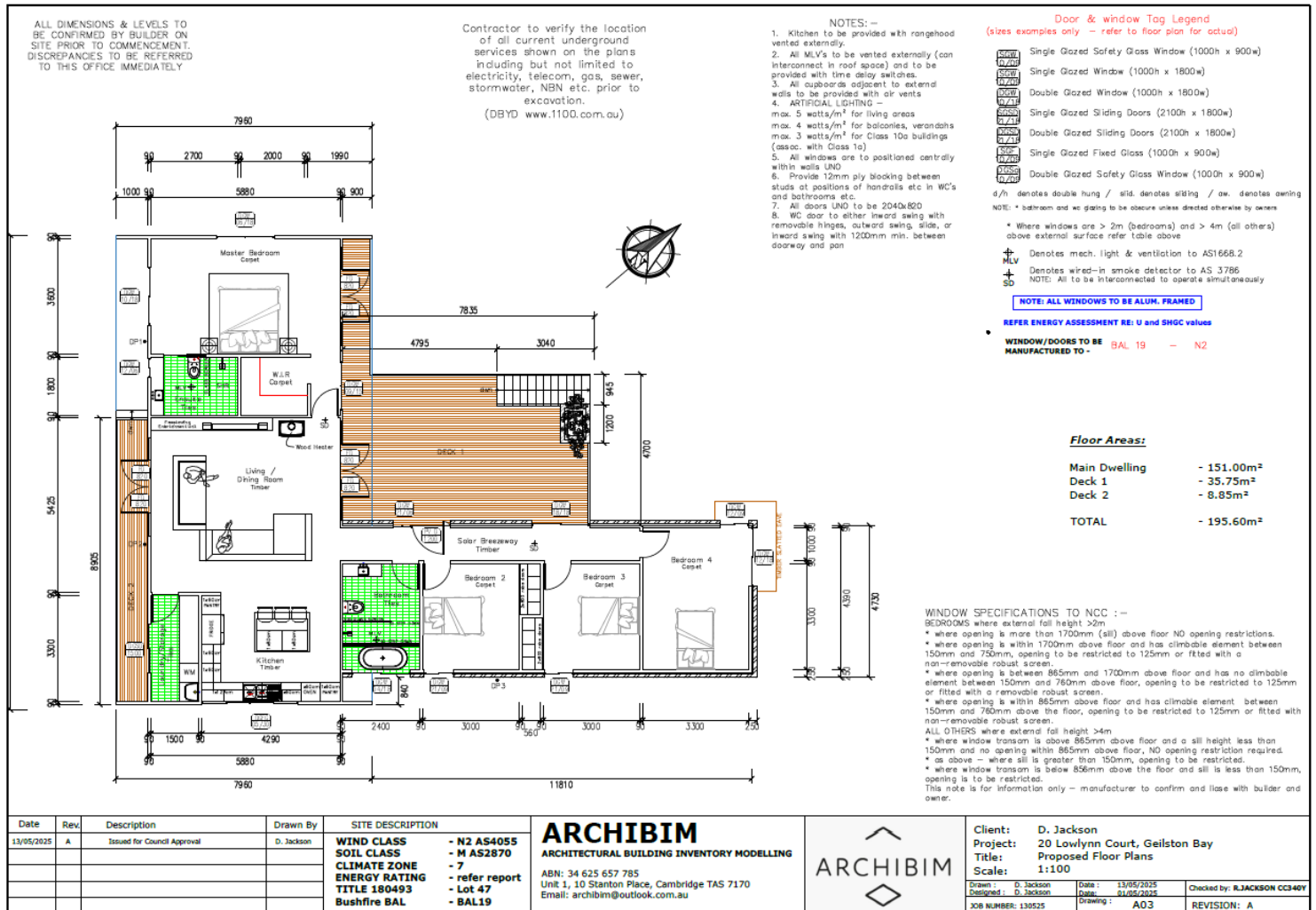
## Photos



## Appendix 1: General Overview of Bushfire Attack Level Classifications

<b>BAL – LOW</b>	<p><b>The risk is considered to be VERY LOW.</b></p> <p>There is insufficient risk to warrant any specific construction requirements but there is still some risk.</p>
<b>BAL – 12.5</b>	<p><b>The risk is considered to be LOW.</b></p> <p>There is a risk of ember attack. The construction elements are expected to be exposed to a heat flux not greater than 12.5 kW/m<sup>2</sup>.</p>
<b>BAL – 19</b>	<p><b>The risk is considered to be MODERATE.</b></p> <p>There is a risk of ember attack and burning debris ignited by windborne embers and a likelihood of exposure to radiant heat. The construction elements are expected to be exposed to a heat flux not greater than 19 kW/m<sup>2</sup>.</p>
<b>BAL – 29</b>	<p><b>The risk is considered to be HIGH.</b></p> <p>There is an increased risk of ember attack and burning debris ignited by windborne embers and a likelihood of exposure to an increased level of radiant heat. The construction elements are expected to be exposed to a heat flux not greater than 29 kW/m<sup>2</sup>.</p>
<b>BAL – 40</b>	<p><b>The risk is considered to be VERY HIGH.</b></p> <p>There is a much increased risk of ember attack and burning debris ignited by windborne embers, a likelihood of exposure to a high level of radiant heat and some likelihood of direct exposure to flames from the fire front. The construction elements are expected to be exposed to a heat flux not greater than 40 kW/m<sup>2</sup>.</p>
<b>BAL – FZ</b>	<p><b>The risk is considered to be EXTREME.</b></p> <p>There is an extremely high risk of ember attack and burning debris ignited by windborne embers, and a likelihood of exposure to an extreme level of radiant heat and direct exposure to flames from the fire front. The construction elements are expected to be exposed to a heat flux greater than 40 kW/m<sup>2</sup>.</p>

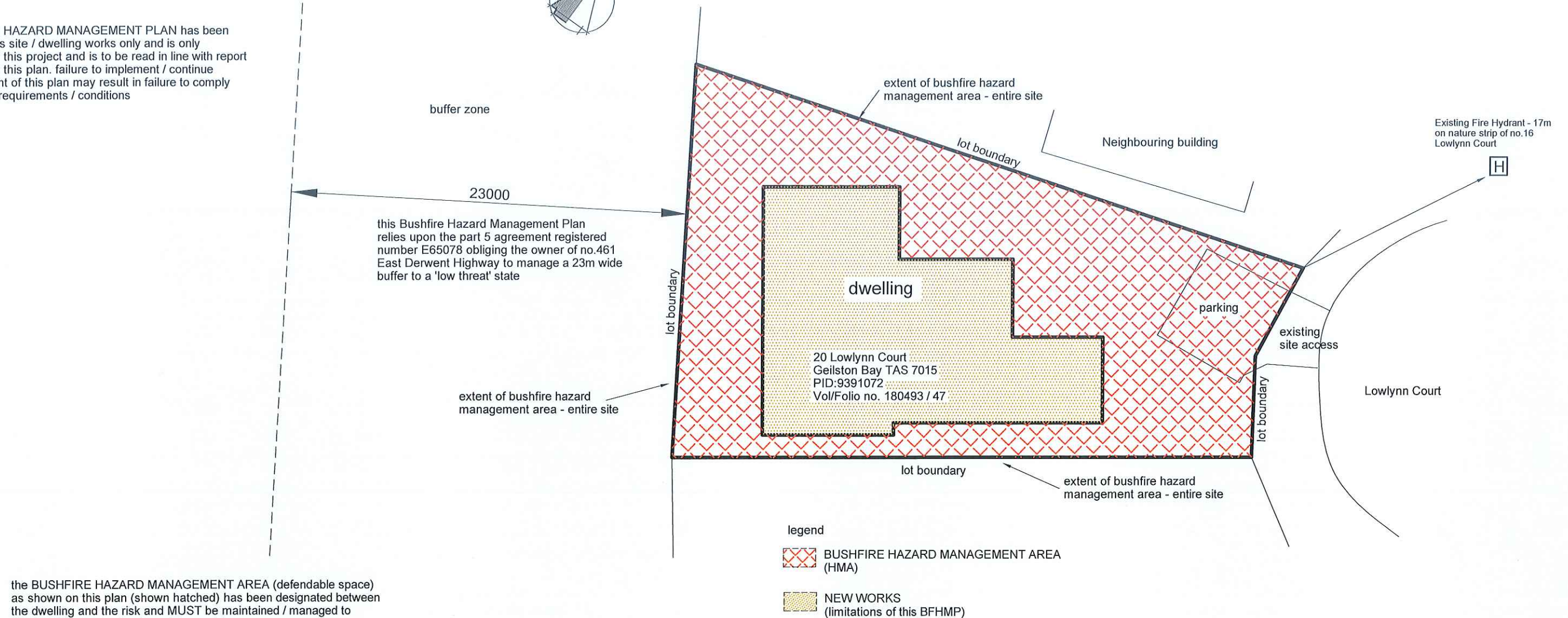
## Appendix 2 – plan as provided by client





this BUSHFIRE HAZARD MANAGEMENT PLAN has been prepared for this site / dwelling works only and is only associated with this project and is to be read in line with report associated with this plan. failure to implement / continue the management of this plan may result in failure to comply with insurance requirements / conditions

A COPY OF THIS DOCUMENT MUST BE PROVIDED TO ALL CURRENT & SUCCESSIVE OWNERS TO MAKE THEM AWARE OF THEIR OBLIGATIONS OF CONTINUING MAINTENANCE AND BUSHFIRE ASSOCIATED RISK



the BUSHFIRE HAZARD MANAGEMENT AREA (defendable space) as shown on this plan (shown hatched) has been designated between the dwelling and the risk and MUST be maintained / managed to reduce the spread of embers / flames / fires.

the implementation of this BUSHFIRE HAZARD MANAGEMENT PLAN must be carried out prior to occupancy of the new works.

the occupant must

- keep grass / lawns to a length of less than 100mm, and maintain
- remove fallen limbs, bark and litter from the BFHM area
- not use flammable garden mulch such as pinebark
- regularly thin out the under storey of trees and shrubs
- prune low hanging tree limbs to create separation from flammable ground litter
- prune larger trees to create canopy separation
- remove and maintain flammable debris from gutters and around the building
- construct non flammable driveways, paths and structures
- keep fire wood storage to a minimum and greater than 6m from the building

planting establishment, where possible is to be primarily of low flammability shrubs species

this Bushfire Hazard Management Plan is to be read in conjunction with report no.8209 prepared by Jason Van Zetten  
Accreditation no. BFP113  
scope of work 1,2,3A

this Bushfire Hazard Management Plan has been prepared by Jason Van Zetten  
Accreditation no. BFP113  
scope of work 1.2,3A

bal 19

# bushfire hazard management plan

SCALE: 1:250 approx

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	1.		sheet:	01	of	01	print date		
	2.		date: June 2025					19 JUN	
	3.		scale 1:250 @ A3 approx						
	4.		bal 19						



-  **BUSHFIRE SITE ASSESSMENTS**
-  **BUSHFIRE REPORTS**
-  **HAZARD MANAGEMENT PLANS**
-  **SHORT TERM ACCOMMODATION**

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