



## **DEVELOPMENT APPLICATION**

### **PDPLANPMTD-2025/056870**

**PROPOSAL:** 2 x Warehouses (Storage, including Distribution & Bond Store)

**LOCATION:** 12 Cessna Way, Cambridge

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

**ADVERTISING EXPIRY DATE:** 08 January 2026

The relevant plans and documents can be inspected at the Council offices, 38 Bligh Street, Rosny Park, during normal office hours until 08 January 2026. 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 08 January 2026.

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: Warehouse Development

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Location: **12 Cessna Way, Cambridge**

**Personal Information Removed**

Estimated cost of development: **\$3.5M**

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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:

**Janelle Townsend**

Current use of site: **Vacant**

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.

Applicant's signature:

**Personal Information Removed**

Date: **11/5/25**

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.



# CERTIFICATE OF TITLE

LAND TITLES ACT 1980



TASMANIA

## TORRENS TITLE

VOLUME		FOLIO	
176911		26	
EDITION	DATE OF ISSUE		
3	11-Sep-2024		
Page 1		of 1	

I certify that the person described in Schedule 1 is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries specified in Schedule 2 and to any additional entries in the Folio of the Register.

Recorder of Titles



### DESCRIPTION OF LAND

City of CLARENCE  
Lot 26 on Sealed Plan 176911  
Derivation : Part of 1654 Acres Granted to Robert Pitcairn and  
Thomas Young  
Prior CT 164757/1

### SCHEDULE 1

N206282 TRANSFER to FAIRBROTHER PTY LTD Registered  
11-Sep-2024 at 12.01 PM

### SCHEDULE 2

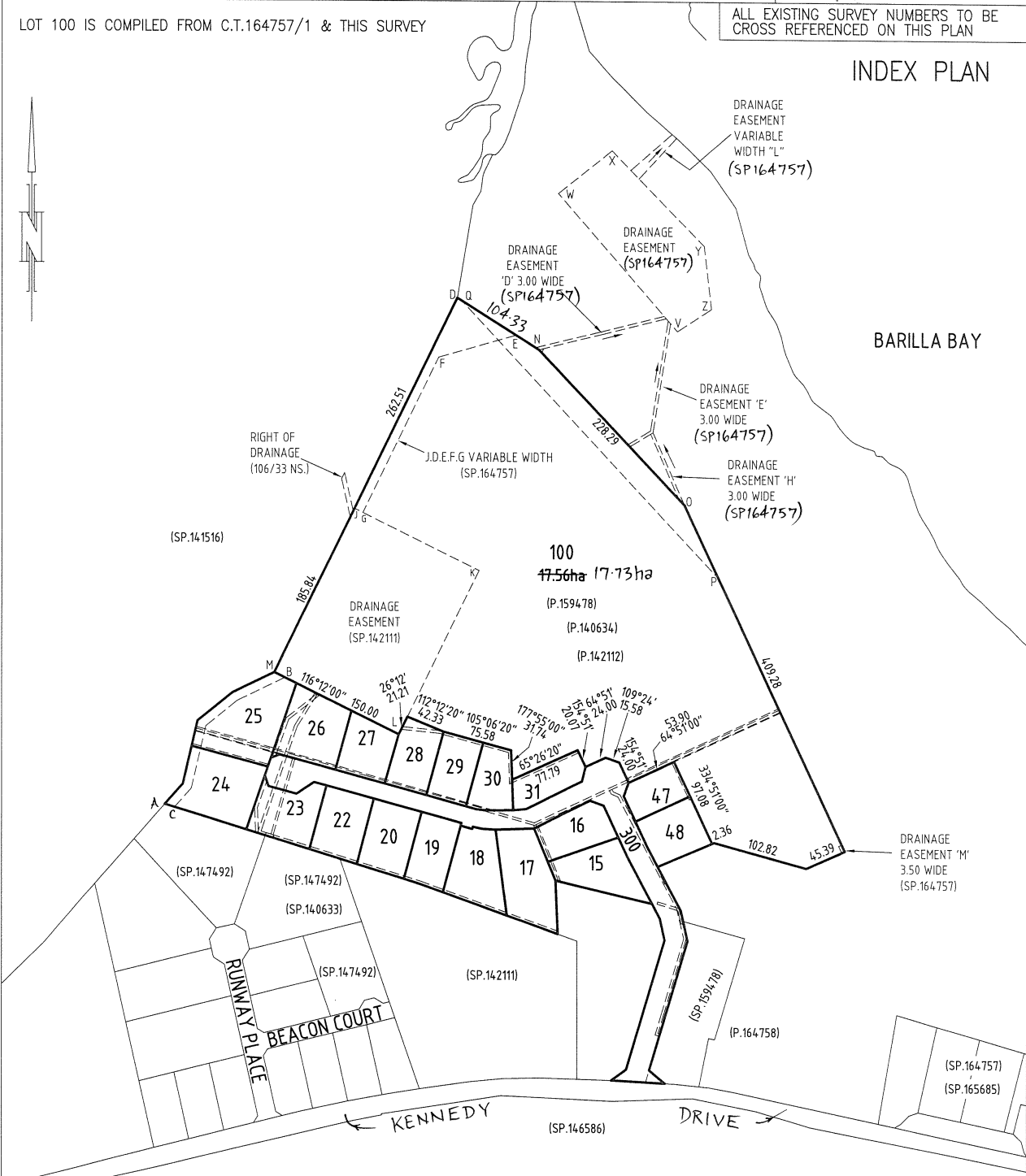
Reservations and conditions in the Crown Grant if any  
SP176911 EASEMENTS in Schedule of Easements  
SP176911 COVENANTS in Schedule of Easements  
SP176911 FENCING PROVISION in Schedule of Easements  
SP164757 COVENANTS in Schedule of Easements  
SP164757 FENCING PROVISION in Schedule of Easements

OWNER AIRPORT INDUSTRIAL PTY LTD	<b>PLAN OF SURVEY</b> BY SURVEYOR CRAIG BRADLEY ROGERSON <b>ROGERSON AND BIRCH SURVEYORS</b> UNIT 1 - 2 KENNEDY DRIVE, CAMBRIDGE PARK PH 6248-5898 MOB. 0418-120-796	REGISTERED NUMBER <b>SP176911</b>
FOLIO REFERENCE C.T.164757/1		APPROVED EFFECTIVE FROM <b>28 JUN 2019</b>
GRANTEE PART OF 1654 ACRES GTD TO ROBERT PITCAIRN AND THOMAS YOUNG	<b>CITY OF CLARENCE</b>	Deputy Recorder of Titles
SCALE 1: 4000 LENGTHS IN METRES		

LOT 100 IS COMPILED FROM C.T.164757/1 & THIS SURVEY

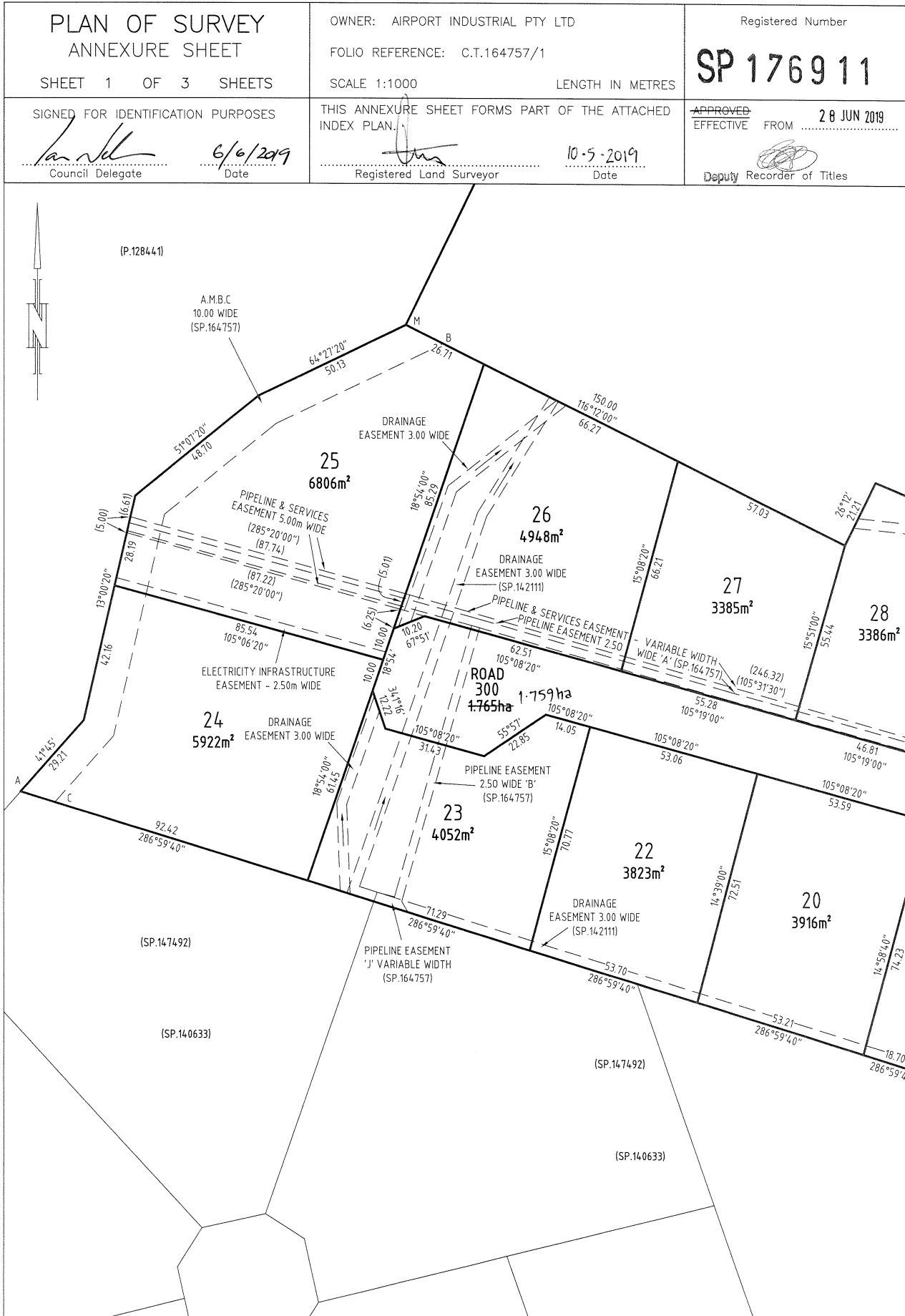
ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN

**INDEX PLAN**

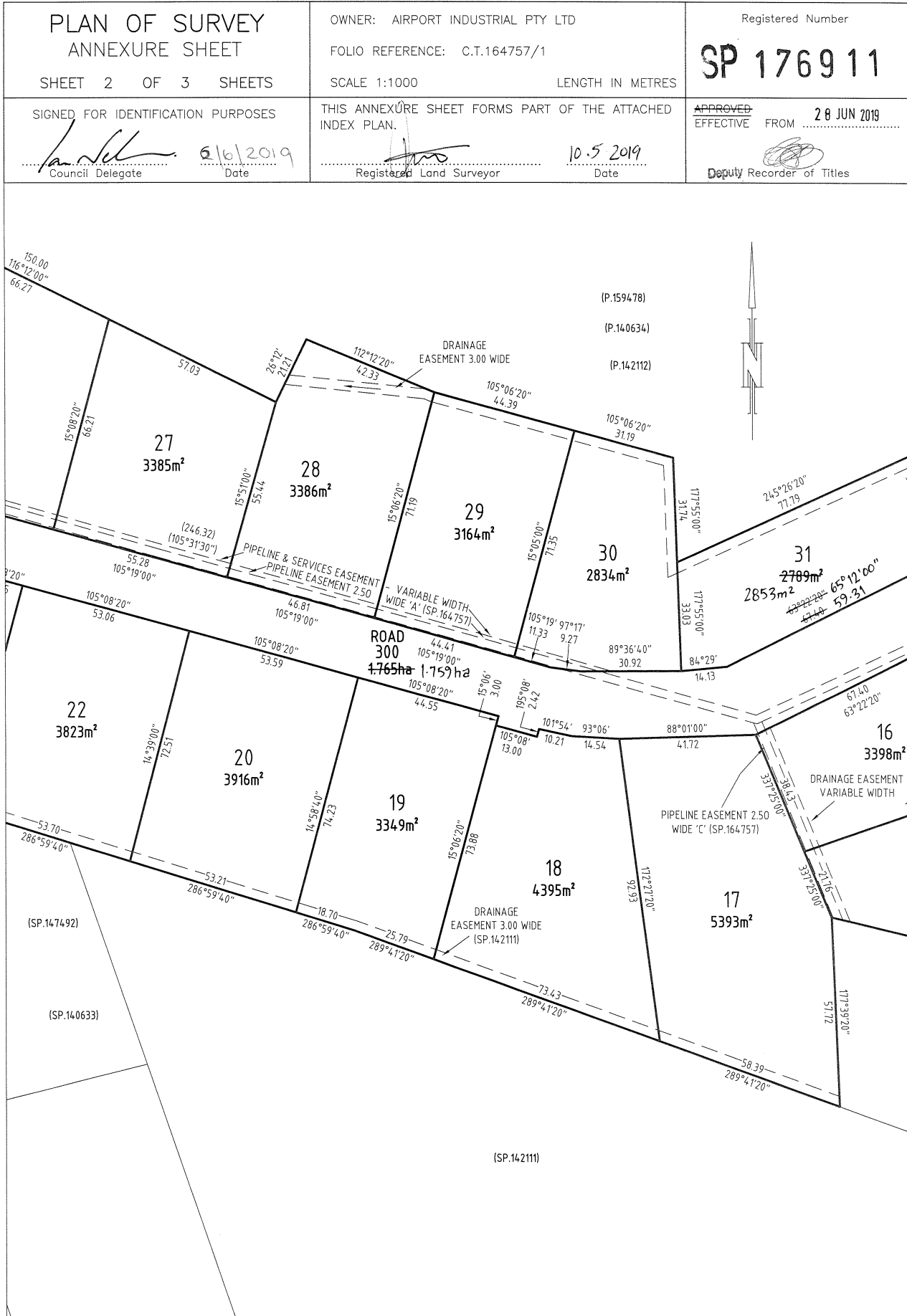


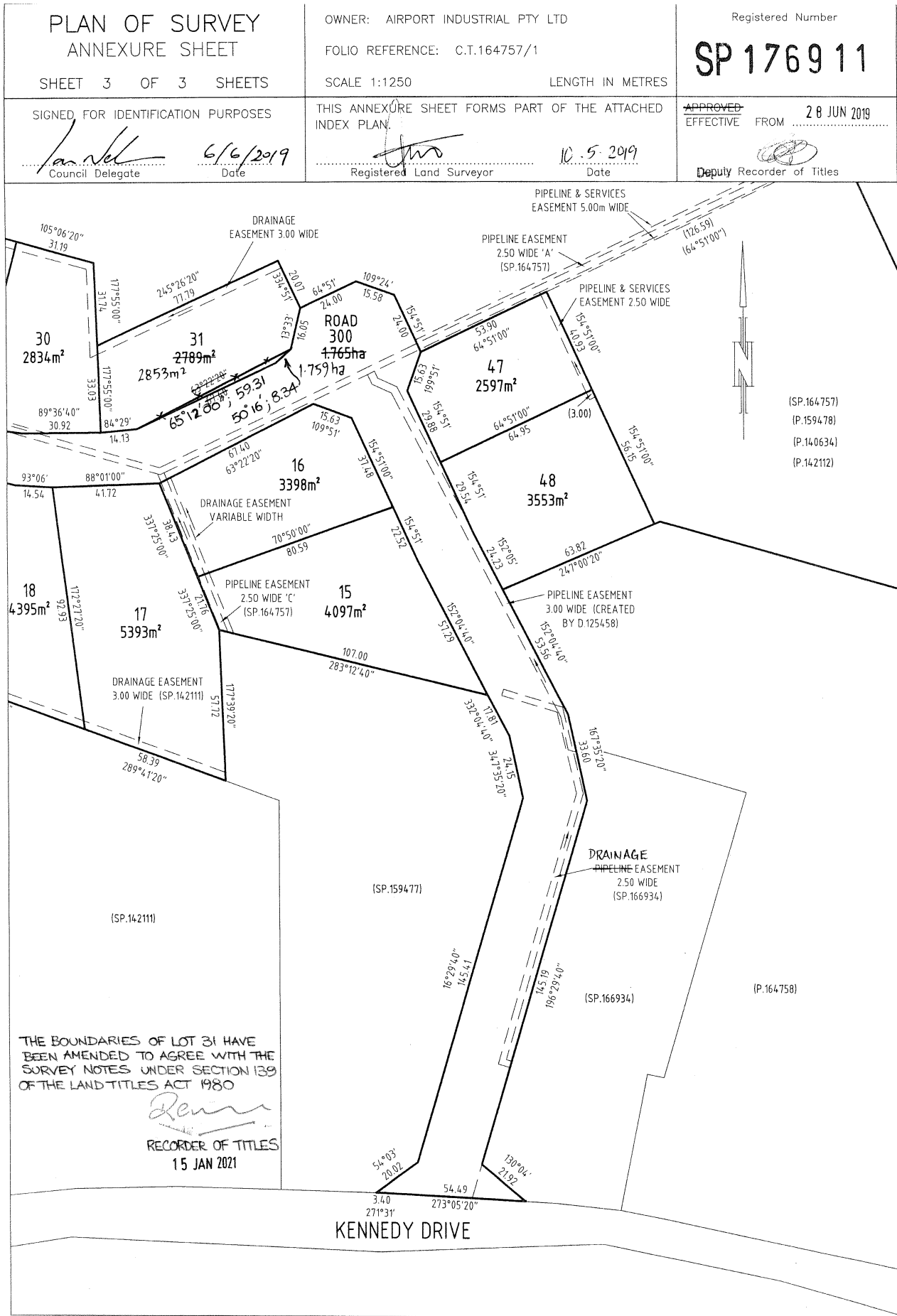
Registered Land Surveyor *[Signature]* 10-5-19 Date

COUNCIL DELEGATE *[Signature]* 6/6/2019 DATE









THE BOUNDARIES OF LOT 31 HAVE BEEN AMENDED TO AGREE WITH THE SURVEY NOTES UNDER SECTION 139 OF THE LAND TITLES ACT 1980

*[Signature]*  
RECORDER OF TITLES  
15 JAN 2021

<p><b>SCHEDULE OF EASEMENTS</b></p> <p><b>NOTE:</b> THE SCHEDULE MUST BE SIGNED BY THE OWNERS &amp; MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.</p>	<p>Registered Number</p> <p><b>SP 176911</b></p>
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PAGE 1 OF 12 PAGES

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

Lot 100 on the Plan is subject to a right of drainage appurtenant to Lot 2 on Sealed Plan 142111 over the **DRAINAGE EASEMENT (SP.142111) "JKLM"** on the Plan.

Lots 17, 18, 19, 20, 22, 23, 26 and 300 on the Plan are subject to a right of drainage appurtenant to Lot 2 on Sealed Plan 142111 over the **DRAINAGE EASEMENT 3.00 WIDE (SP.142111)** on the Plan.

Lots 25, 26, 27, 28, 29, 30, 100 and 300 on the Plan are subject to a Pipeline Easement (as defined) in gross in favour of the Tasmanian Water and Sewerage Corporation (Southern Region) Pty Limited over the **PIPELINE EASEMENT 2.50 WIDE 'A' (SP.164757)** shown on the Plan

Lots 15 and 16 on the Plan are subject to a Drainage Easement (as defined) in gross in favour of the Clarence City Council over the land marked **DRAINAGE EASEMENT VARIABLE WIDTH** on the Plan.

Lot 23 on the Plan is subject to a Drainage Easement (as defined) in gross in favour of the Clarence City Council over the land marked **DRAINAGE EASEMENT 3.00 WIDE** on the Plan.

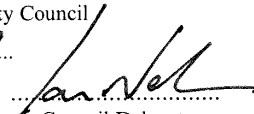
Lot 26 on the Plan is subject to a Drainage Easement (as defined) in gross in favour of the Clarence City Council over the land marked **DRAINAGE EASEMENT 3.00 WIDE** on the Plan.

Lots 28, 29, 30 and 31 on the Plan are subject to a Drainage Easement (as defined) in gross in favour of the Clarence City Council over the land marked **DRAINAGE EASEMENT 3.00 WIDE** on the Plan.

Lots 23, 26 and 300 on the Plan are subject to a Pipeline Easement (as defined) in gross in favour of the Tasmanian Water and Sewerage Corporation (Southern Region) Pty Limited over the **PIPELINE EASEMENT 2.50 WIDE 'B' (SP.164757)** shown on the Plan.

Lots 15, 16 and 300 on the Plan are subject to a Pipeline Easement (as defined) in gross in favour of the Tasmanian Water and Sewerage Corporation (Southern Region) Pty Limited over the **PIPELINE EASEMENT 2.50 WIDE 'C' (SP.164757)** shown on the Plan.

(USE ANNEXURE PAGES FOR CONTINUATION)

<p>SUBDIVIDER: Airport Industrial Pty Ltd</p> <p>FOLIO REF: CT 164757-1</p> <p>SOLICITOR &amp; REFERENCE: Page Seager (DAS 120166)</p>	<p>PLAN SEALED BY: Clarence City Council</p> <p>DATE: <u>6 JUNE 2019</u></p> <p>.....</p> <p>REF NO. SD-2008/95</p>	 Council Delegate
<p><b>NOTE:</b> The Council Delegate must sign the Certificate for the purposes of identification.</p>		

*[Handwritten signature]* 2

<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 2 OF 12 PAGES</p>	<p>Registered Number</p> <p><b>SP 176911</b></p>
<p>SUBDIVIDER: Airport Industrial Pty Ltd</p> <p>FOLIO REFERENCE: CT 164757-1</p>	

Lot 23 on the Plan is subject to a Pipeline Easement (as defined) in gross in favour of the Tasmanian Water and Sewerage Corporation (Southern Region) Pty Limited over the **PIPELINE EASEMENT ‘J’ VARIABLE WIDTH (SP.164757)** shown on the Plan.

Lot 25 on the Plan is subject to a Electricity Infrastructure Easement (as defined) in gross in favour of Tasmanian Networks Pty Ltd over the land marked **ELECTRICITY INFRASTRUCTURE EASEMENT – 2.50M WIDE** on the Plan.

Lots 47, 48 and 100 (“the Lots”) are subject to a **PIPELINE AND SERVICES EASEMENT** (as defined) in gross in favour of the Tasmanian Water & Sewerage Corporation Pty Ltd, its successors and assigns (“TasWater”) over the land marked **PIPELINE & SERVICES EASEMENT 2.50 WIDE** shown on the Plan (“the Easement Land”).

Lot 100 on the Plan is together with the right to construct and maintain upon the piece of land marked Right of Drainage on P159487 a drain for the purpose of draining storm and surface water from the said Lot 100 and also the right at all times hereafter to enter into and upon the said land for the purpose of cleansing and repairing the said drain and as shown on the Plan as **RIGHT OF DRAINAGE (106/33 NS.)**.

Lot 100 on the Plan is together with a right of drainage over the **DRAINAGE EASEMENT “VWXYZ”** shown on the Plan.

Lot 100 on the Plan is together with a right of drainage over the **DRAINAGE EASEMENT ‘D’ 3.00 WIDE, DRAINAGE EASEMENT ‘E’ 3.00 WIDE, DRAINAGE EASEMENT ‘H’ 3.00 WIDE** and **DRAINAGE EASEMENT VARIABLE WIDTH “L”** shown on the Plan

Lot 100 on the Plan is subject to a right of drainage appurtenant to Lot 1 on ~~Sealed~~ Plan 166935 over the **DRAINAGE EASEMENT “M” 3.50 WIDE** shown on the Plan.

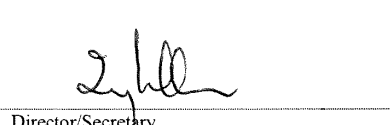
Lot 300 on the Plan is subject to a right of drainage appurtenant to Lot 1 on Sealed Plan 166934 over the ~~PIPELINE~~ <sup>DRAINAGE</sup> **EASEMENT 2.50 WIDE (SP.166934)** shown on the Plan.

Lot 300 on the Plan is subject to a right of drainage and a TasWater Pipeline Easement (as defined) in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd over the **PIPELINE EASEMENT 3.00 WIDE (CREATED BY D.125458)** shown on the Plan.

Lots 25 and 100 on the Plan (“the Lots”) are subject to a **PIPELINE AND SERVICES EASEMENT** (as defined) in gross in favour of the Tasmanian Water & Sewerage Corporation Pty Limited, its successors and assigns (“TasWater”) over the land marked **PIPELINE & SERVICES EASEMENT 5.00m WIDE** shown on the Plan (“the Easement Land”).

Lots 26, 27, 28, 29 and 30 on the Plan (“the Lots”) are subject to a **PIPELINE AND SERVICES EASEMENT** (as defined) in gross in favour of the Tasmanian Water & Sewerage Corporation Pty Limited, its successors and assigns (“TasWater”) over the land marked **PIPELINE & SERVICES EASEMENT – VARIABLE WIDTH** shown on the Plan (“the Easement Land”).

  
Director

  
Director/Secretary

**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.

<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 3 OF 12 PAGES</p>	<p>Registered Number</p> <p><b>SP 176911</b></p>
<p>SUBDIVIDER: Airport Industrial Pty Ltd</p> <p>FOLIO REFERENCE: CT 164757-1</p>	

**COVENANTS**

The owners of each lot on the Plan covenant with the Vendor (Airport Industrial Pty Ltd (ACN 159 442 234) and the owners for the time being of every other lot shown on the Plan to the intent that the burden of this covenant may run with and bind the covenantors' lot and every part thereof and that the benefit thereof may be annexed to and devolve with each and every part of every other lot shown on the Plan to observe the following stipulations:-

- 1) Not to develop any such lot for any use which is inconsistent with airport activity and which results in the attraction of birds or vermin.
- 2) Not to permit the external surfaces of any building or structure to be finished with external materials other than non-glare external colours and finishes.
- 3) Not to permit any external lighting for any development on any of the lots unless it is shielded to prevent upward illuminations,

The owners of lots 24 and 25 on the Plan covenant with the Vendor (Airport Industrial Pty Ltd (ACN 159 442 234) and the owners for the time being of every other lot shown on the Plan to the intent that the burden of this covenant may run with and bind the covenantors' lot and every part thereof and that the benefit thereof may be annexed to and devolve with each and every part of every other lot shown on the Plan to observe the following stipulations:-

- 1) Not to develop any part of the lot within the area marked on the Plan as **A.M.B.C 10.00 WIDE** other than by way of driveway and services access and landscaping.

The owner of lot 100 on the Plan covenants with the Vendor (Airport Industrial Pty Ltd (ACN 159 442 234) and the owners for the time being of every other lot shown on the Plan to the intent that the burden of this covenant may run with and bind the covenantors' lot and every part thereof and that the benefit thereof may be annexed to and devolve with each and every part of every other lot shown on the Plan to observe the following stipulations:-

- 1) Not to develop any part of the lot within the area marked on the Plan as **J.D.E.F.G VARIABLE WIDTH** other than by way of driveway and services access and landscaping.
- 2) Not to erect or cause to be erected or place any building or structure which exceeds a height of 8 metres above the Australian Height Datum (AHD) on that area of Lot 100 shown marked "**NO PQ**" on the Plan.

**FENCING PROVISION**

In respect of the Lots shown on the plan the Vendor (Airport Industrial Pty Ltd (ACN 159 442 234)) shall not be required to fence.

**DEFINITIONS**

In this Schedule of Easements, the following terms have the meanings ascribed to them below:




Director Director/Secretary

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<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 4 OF 12 PAGES</p>	<p>Registered Number</p> <p><b>SP 176911</b></p>
<p>SUBDIVIDER: Airport Industrial Pty Ltd</p> <p>FOLIO REFERENCE: CT 164757-1</p>	

**Drainage Easement** means a right of drainage (including the right of construction of drains) for Clarence City Council with which the right shall be capable of enjoyment for the purpose of carrying away stormwater and other surplus water from any land over or under the land herein indicated as the land over which the right is to subsist, and through all sewers and drains which may hereafter be made or passing under, through, and along the last-mentioned land and the right for Clarence City Council and its employees, agents and contractors from time to time and at all times hereafter if it or they should think fit to enter into and upon the last-mentioned land and to inspect, repair, cleanse, and amend any such sewer or drain without doing unnecessary damage to the said land.

**Pipeline Easement** means THE FULL RIGHT AND LIBERTY for Southern Water and its successors 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 Southern Water 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:
  - (a) without doing unnecessary damage to the Easement Land; and
  - (b) 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 Southern Water 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, Southern Water reinstating any damage that it causes in doing so to any boundary fence of the Lot.

PROVIDED ALWAYS THAT:

- (1) The Owner must not without the written consent of Southern Water 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;




Director Director/Secretary

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<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 5 OF 12 PAGES</p>	<p>Registered Number</p> <p><b>SP 176911</b></p>
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- (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 Southern Water 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) Southern Water 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 Southern Water with a key to any lock which would prevent the opening of the gate; and
    - (b) if the Owner does not provide Southern Water with that key or the key provided does not fit the lock, Southern Water 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 Southern Water 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, Southern Water 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 anything that supported, protected or covered the Infrastructure.

Interpretation:


In this definition of Pipeline Easement:

“Easement Land” means the land which is subject to this easement.

“Infrastructure” means infrastructure owned or for which Southern Water is responsible and includes but is not limited to:

- (a) sewer pipes and water pipes and associated valves;
- (b) telemetry and monitoring devices;

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director/Secretary

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<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 6 OF 12 PAGES</p>	<p>Registered Number</p> <p><b>SP 176911</b></p>
<p>SUBDIVIDER: Airport Industrial Pty Ltd</p> <p>FOLIO REFERENCE: CT 164757-1</p>	

- (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 through the Easement Land or monitoring or managing that activity; and
- (h) where the context permits, any part of the Infrastructure.

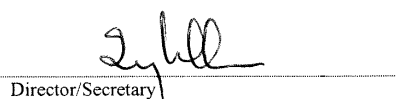
“Owner” means the registered proprietors of the Lot in the folio of the Register from time to time.

“Southern Water” means Tasmanian Water and Sewerage Corporation (Southern Region) Pty Ltd.

**TasWater Pipeline Easement** means THE FULL RIGHT AND LIBERTY for TasWater 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 and water 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:
  - (a) without doing unnecessary damage to the Easement Land; and
  - (b) 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

  
Director

  
Director/Secretary

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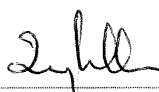
<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 7 OF 12 PAGES</p>	<p>Registered Number</p> <p><b>SP 176911</b></p>
<p>SUBDIVIDER: Airport Industrial Pty Ltd</p> <p>FOLIO REFERENCE: CT 164757-1</p>	

- (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:

- (1) Each registered proprietor or a Lot (each an "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:
- (c) the Owner must provide TasWater with a key to any lock which would prevent the opening of the gate; and
  - (d) 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:
- (d) reinstate the ground level of the Easement Land; or
  - (e) remove from the Easement Land any building, structure, pit, well, footing, pipeline, paving, tree, shrub or other object; or

  
 \_\_\_\_\_  
 Director

  
 \_\_\_\_\_  
 Director/Secretary

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(f) replace anything that supported, protected or covered the Infrastructure.

In this definition of TasWater Pipeline Easement:

“Easement Land” means the area marked PIPELINE EASEMENT 3.00 WIDE (CREATED BY D.125458) on the Plan.

“Lot” means the land comprised in certificate of title Volume 164757 Folio 1.

“TasWater” means Tasmanian Water and Sewerage Corporation Pty Ltd, its successors and assigns.

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

- (1) sewer pipes and water pipes and associated valves;
- (2) telemetry and monitoring devices;
- (3) inspection and access pits;
- (4) 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;
- (5) any thing reasonably required to support, protect or cover any of the Infrastructure;
- (6) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water through the Easement Land or monitoring or managing that activity; and
- (7) where the context permits, any part of the Infrastructure.

The **Pipeline and Services Easement** is defined as follows:

THE FULL RIGHT AND LIBERTY for TasWater 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;

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

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<p>SUBDIVIDER: Airport Industrial Pty Ltd</p> <p>FOLIO REFERENCE: CT 164757-1</p>	

- (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:**

- (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 (which cannot be unreasonably refused) 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 anything 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.
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- (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.




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- (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 anything that supported, protected or covered the Infrastructure.

Interpretation:

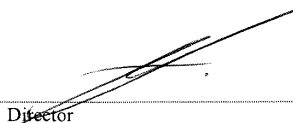
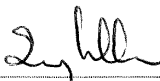
“Infrastructure” means infrastructure owned or for which TasWater is responsible and includes but is not limited to:

- (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) anything 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.

**Electricity Infrastructure Easement** means

**FIRSTLY** all the full and free right and liberty for Tasmanian Networks Pty Ltd and its successors and its and their servants agents and contractors at all times hereafter:

- (a) TO clear the lands shown as “**ELECTRICITY INFRASTRUCTURE EASEMENT – 2.50M WIDE**” on the Plan annexed hereto (hereinafter called “the servient land”) and contained in the land of the

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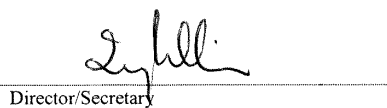
registered proprietors in the above folio of the Register (the "said land") and to erect construct place inspect alter add repair renew maintain and use in upon over and along and remove from the servient land towers poles wires cables apparatus appliances and other ancillary work (all of which are hereinafter collectively referred to as "the said lines") for the transmission and distribution of electrical energy and for purposes incidental thereto:-

- (b) TO cause or permit electrical energy to flow or be transmitted through and along the said lines;
- (c) TO cut away remove and keep clear of the said lines all trees and all other obstructions or erections of any nature whatsoever which may at any time overhang encroach or be in or on the servient land and which may in any way endanger or interfere with the proper operation of the said lines; and making good all damage occasioned thereby;
- (d) TO enter into and upon the servient land and if necessary to cross the remainder of the said land for the purpose of access and regress to and from the servient land for all or any of the above purposes with or without all necessary plant equipment machinery and vehicles of every kind, and making good all damage occasioned thereby.

**SECONDLY** the benefit of a covenant for Tasmanian Networks Pty Ltd and its successors with the registered proprietor/s for themselves and their successors in title of the servient land not to erect any buildings or place any structures, objects or vegetation that could interfere with the proper and safe operation of the said lines to the intent

that the burden of the covenant may run with and bind the servient land and every part thereof and that the benefit thereof may be annexed to the easement first hereinbefore described.

  
Director

  
Director/Secretary

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<p>SUBDIVIDER: Airport Industrial Pty Ltd FOLIO REFERENCE: CT 164757-1</p>	

EXECUTED by AIRPORT INDUSTRIAL PTY LTD )  
 (ACN 159 442 234) pursuant to Section 127 of the )  
 Corporations Act 2001 (Cth) by: )

.....  
 Director Signature

*Ronald Aulben Brooks*

.....  
 Director Full Name (print)

.....  
 Director/Secretary Signature

*Anthony William Easter*

.....  
 Director/Secretary Full Name (print)

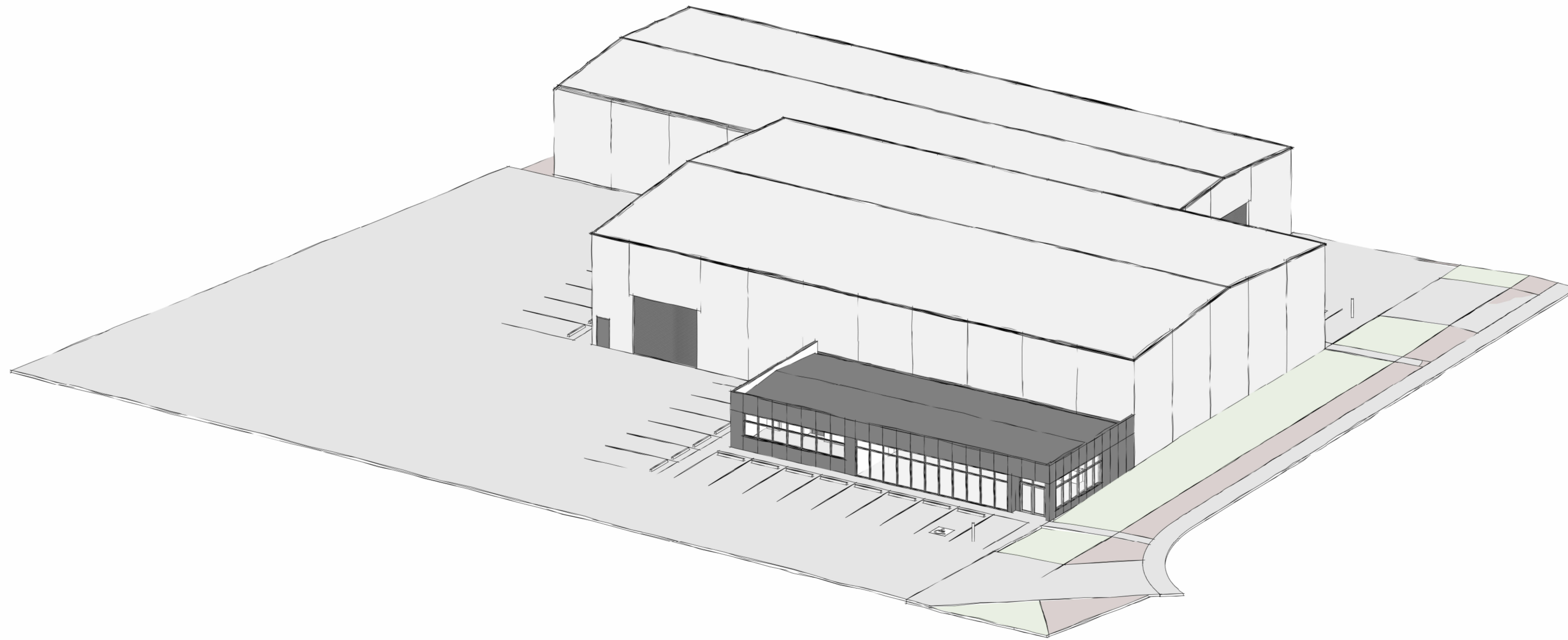
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# CESSNA WAY WAREHOUSE

DEVELOPMENT APPLICATION 05.11.2025

12 CESSNA WAY,  
CAMBRIDGE, TASMANIA 7170

DRAWING LIST		
NO.	TITLE	REV.
A001	COVER SHEET	1
A100	PROPOSED FLOOR PLAN	1
A200	ELEVATIONS	1
A300	SECTIONS	1



NOT FOR CONSTRUCTION



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REV.	ISSUE	DATE
1	DA SUBMISSION	05.11.2025

REVISION SCHEDULE

**PROJECT NAME**  
CESSNA WAY WAREHOUSE

**PROJECT ADDRESS**  
12 CESSNA WAY,  
CAMBRIDGE, TASMANIA 7170

**PROPRIETOR**  
-

**PROJECT CODE**  
249004

**DRAWING TITLE**  
COVER SHEET

**DRAWING SCALE**  
NOT TO SCALE



NORTH

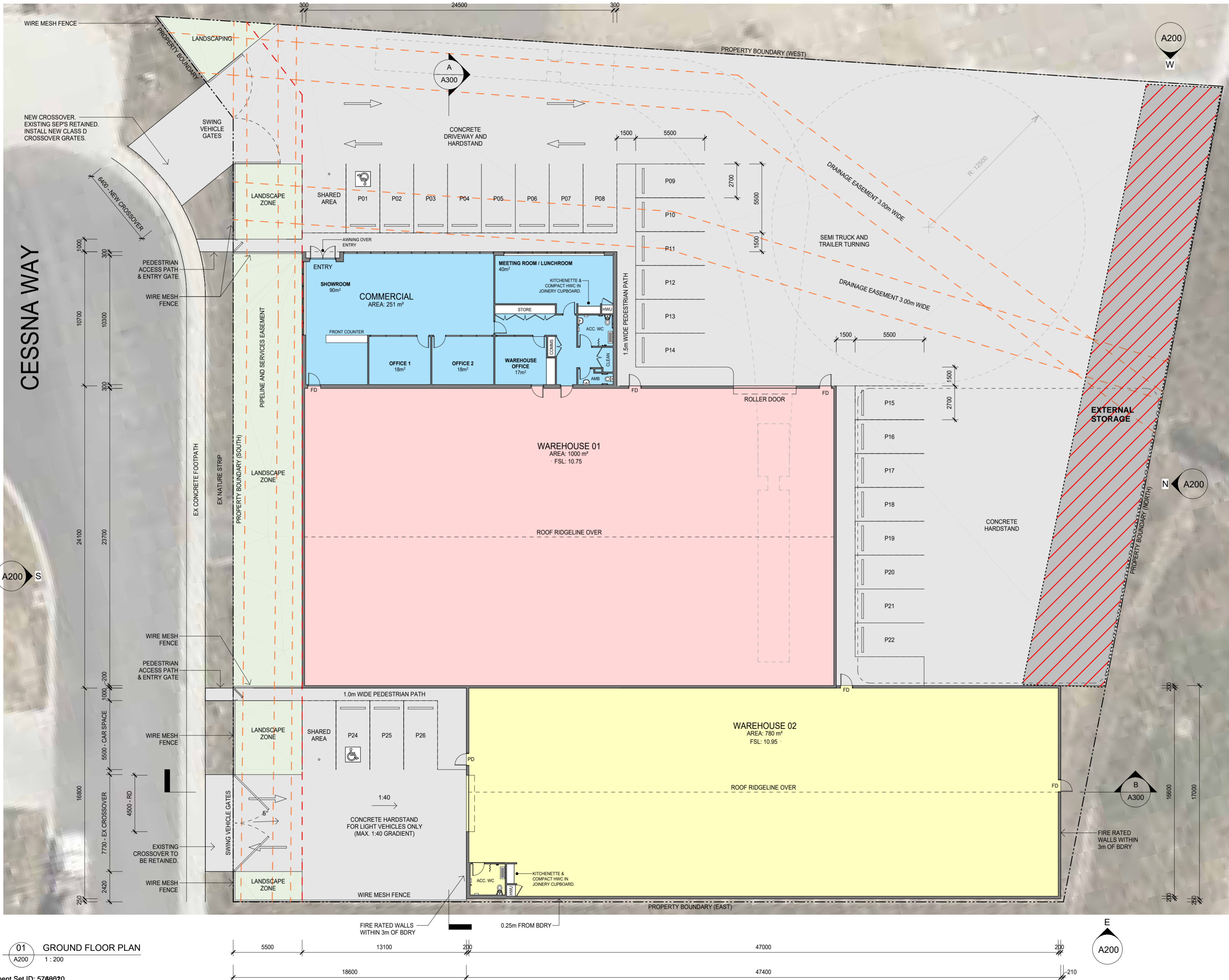
SHEET NUMBER



A001



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CESSNA WAY

01 GROUND FLOOR PLAN  
A200 1:200

REV.	ISSUE	DATE
1	DA SUBMISSION	05.11.2025

REVISION SCHEDULE

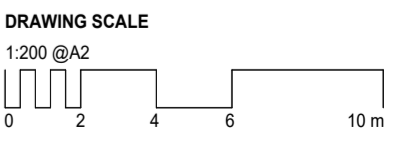
PROJECT NAME  
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PROPRIETOR  
-

PROJECT CODE  
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DRAWING TITLE  
PROPOSED FLOOR PLAN

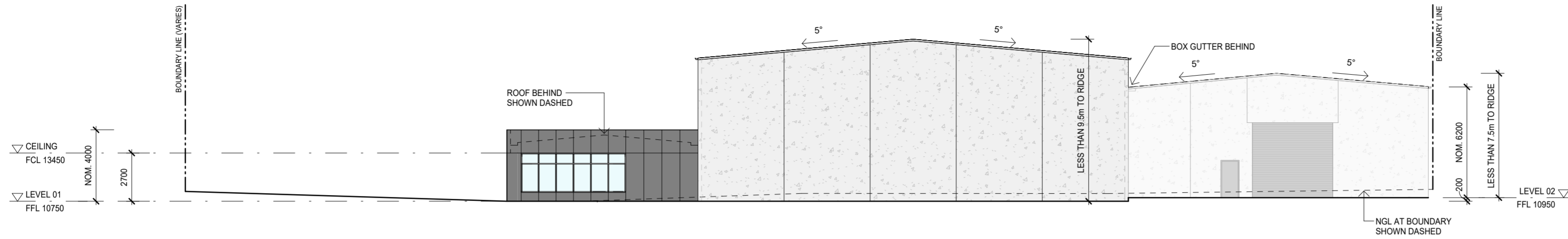


NORTH SHEET NUMBER  
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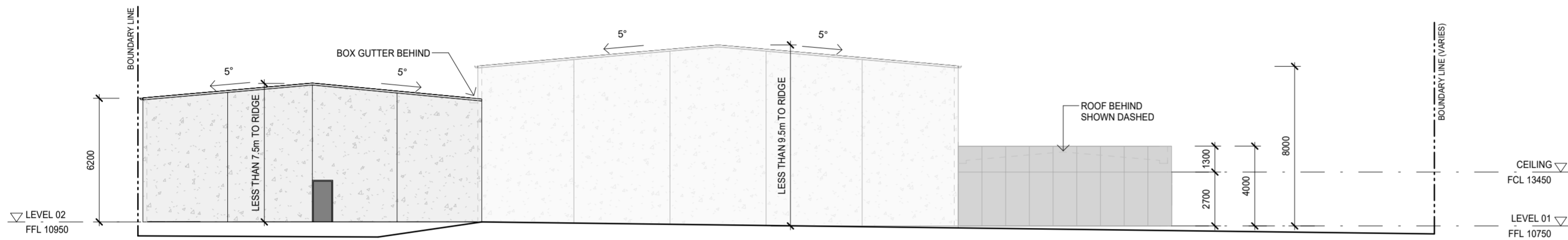




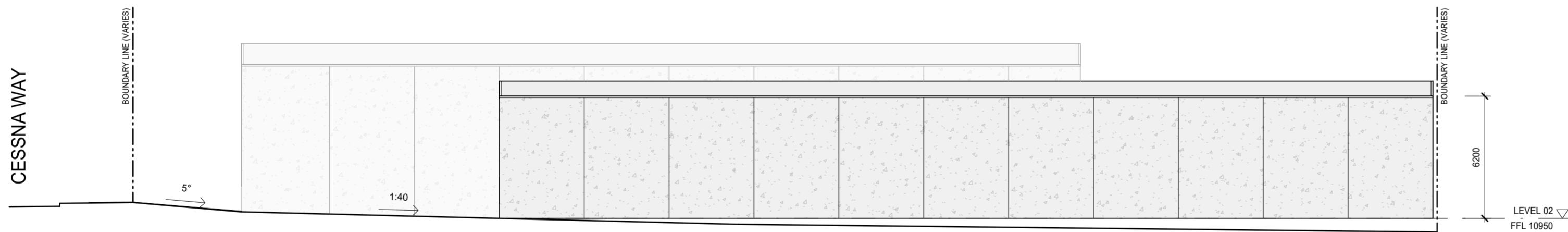
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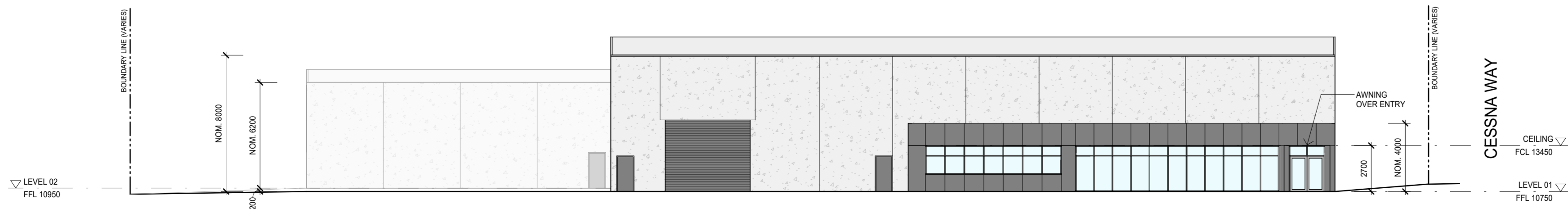
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 A100 1:200



**N** ELEVATION - NORTH  
 A100 1:200



**E** ELEVATION - EAST  
 A100 1:200



**W** ELEVATION - WEST  
 A100 1:200

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**PROJECT ADDRESS**  
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 CAMBRIDGE, TASMANIA 7170

**PROPRIETOR**  
 -

**PROJECT CODE**  
 249004

**DRAWING TITLE**  
 ELEVATIONS

**DRAWING SCALE**  
 1:200 @A2



**NORTH** **SHEET NUMBER**

**A200**

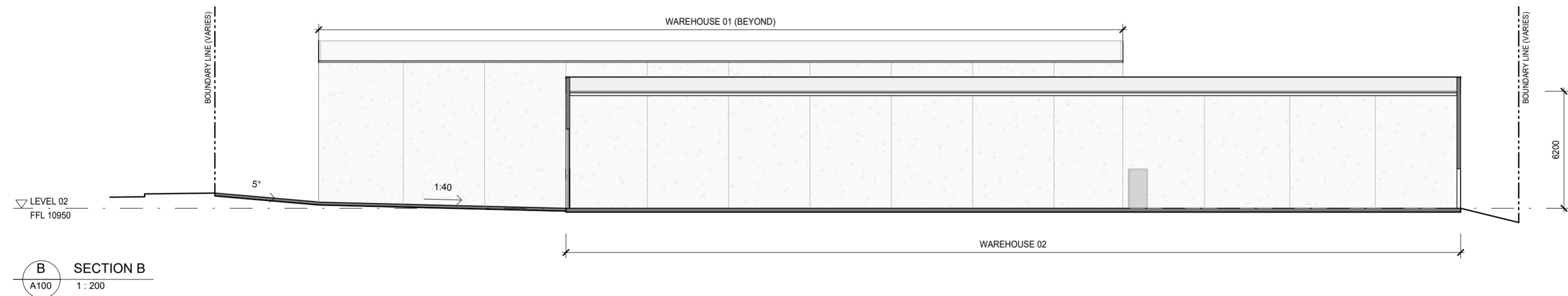
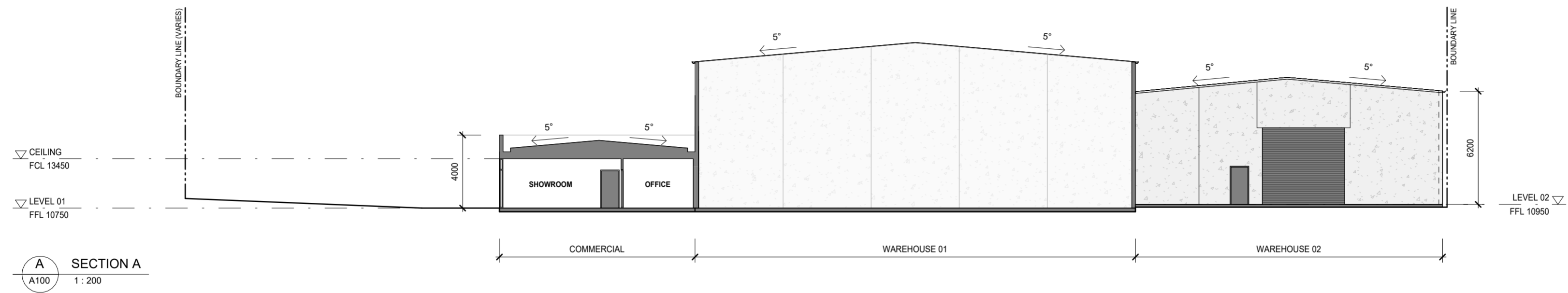


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REVISION SCHEDULE

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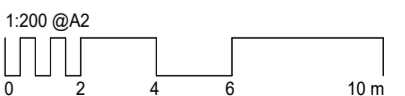
**PROJECT ADDRESS**  
12 CESSNA WAY,  
CAMBRIDGE, TASMANIA 7170

**PROPRIETOR**  
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**PROJECT CODE**  
249004

**DRAWING TITLE**  
SECTIONS

**DRAWING SCALE**  
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**NORTH**



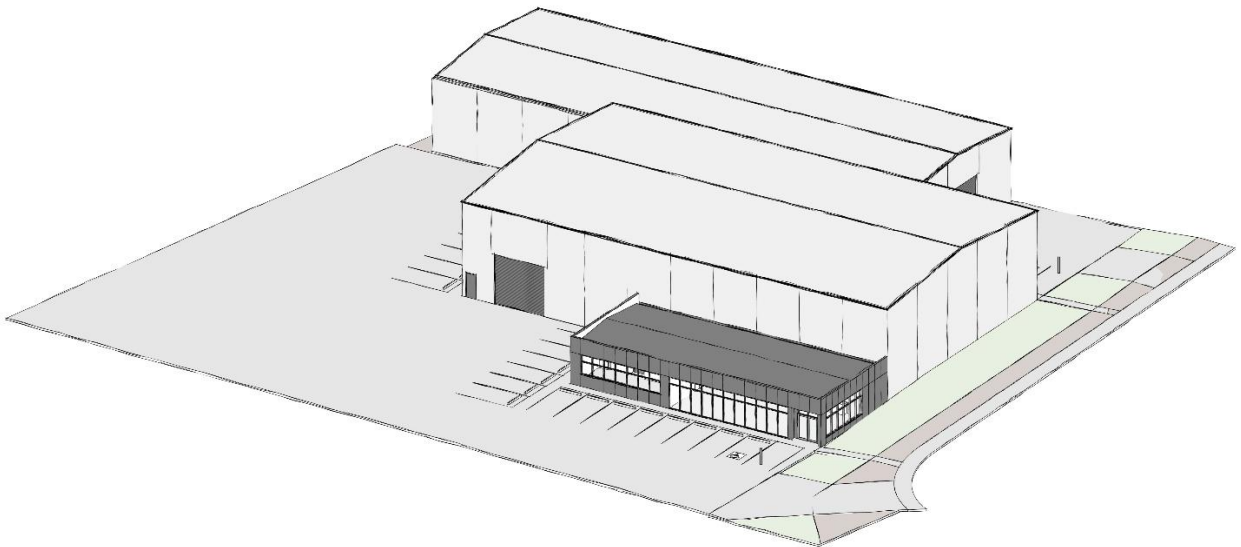
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**A300**



Planning Submission  
Warehouse Development  
12 Cessna Way, Cambridge

Prepared For:  
Clarence City Council



<b>Issue</b>	01
<b>Date</b>	5 November 2025
<b>Project Name</b>	Warehouse Development – 12 Cessna Way
<b>Project Number</b>	249004
<b>Contact</b>	Darryn Smith
<b>Document</b>	Planning Submission

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## Introduction

A new Planning Permit is sought for the development of two warehouses on a vacant parcel of land owned by Fairbrother Pty Ltd at 12 Cessna Way, Cambridge (see Figure 1). Previously issued Planning Permit PDPLANPMTD-2021-018888 and subsequent Amendment PDPPAMEND-2023-035711 related to the site at the time of purchase in May 2024.



Figure 1 – Location of Subject Site

### 1.1 Planning Overview

<b>Location</b>	12 Cessna Way, Cambridge
<b>Title Information</b>	Certificate of Title Volume 176911 Folio 26
<b>Land Area</b>	4,948m <sup>2</sup>
<b>Proposed Use Class</b>	Warehouse 01 – Distribution / Storage, Warehouse 02 – Storage (Hazardous) (Bond Store)
<b>Proposed Development</b>	Construction of warehousing, distribution and storage facilities involving the provision of light and heavy vehicle access, onsite heavy truck turning and light vehicle parking
<b>Applicable Zone</b>	18.0 Light Industrial
<b>Overlays</b>	Airport obstacle limitation area, Airport noise exposure area, Flood-prone area
<b>Status of Application</b>	Permitted / Discretionary (TBC by Council)

## 1.2 Proposed Use and Development

The proposal is to establish two conjoined warehouse facilities on the lot located at 12 Cessna Way, Cambridge. Each of the warehouses is accessed by a separate crossover and supported by onsite carparking, hardstand and landscaping. Details of their respective uses are:

### Warehouse 01

The intended use is a storage and distribution facility comprising a 1,000m<sup>2</sup> warehouse that is supported by a 251m<sup>2</sup> commercial area featuring offices, meeting / lunchroom, amenities and showroom. Majority of the distribution is to wholesale customers using a combination of medium and light duty vehicles. A small number of transactions with the public may occur with up to 30 anticipated per week.

### Warehouse 02

The intended use is for the long-term storage of whisky (maturation in wooden barrels) in this 780m<sup>2</sup> facility, supported by separate access and minimal amenities.

There would be manifest quantity of whisky being stored. As whisky is typically 40-70% alcohol by volume, under the Australian Dangerous Goods Code this would classify the stored whisky as a Class 3 Packing Group III dangerous good.

The Building Class would be 7b as is typical for warehouses with the specifics for storing deemed hazardous or dangerous goods dealt with at the Building Assessment phase.

### 1.2.1 Construction of the Warehouse Facilities

The construction of both warehouses will comprise a concrete slab on ground, precast concrete panels for external walls and bounding wall construction and a steel roof frame structure. The roof cladding will consist of colorbond cladding, skylights and matching colorbond gutters, downpipes and trims. The warehouse walls are proposed to remain natural grey concrete panels.

The commercial area attached to Warehouse 01 will comprise a concrete slab on ground with framed walls and roof structure. A colorbond roof will be concealed by the external parapet wall, with external walls featuring a combination of glazing and painted wall panels.

## 2.0 Location / Site Specifics

### 2.1 Subject Site

The site at 12 Cessna Way, Cambridge comprises a single lot defined in Certificate of Title Volume 1769119 Folio 26. The site has an area of 4948m<sup>2</sup>.

There are two drainage easements towards the western boundary and a pipeline and service easement along the southern boundary. (Refer Figure 2below) The site layout has buildings clear of these easements.

The Northern boundary is 66.27m in length, has chainmesh fencing and adjoins land with stormwater detention lagoons. The Southern boundary is 62.51m, plus a slight change of direction of

10.20m, has chainmesh fencing and gates that adjoin the council verge and Cessna Way roadway. The Eastern boundary is 66.21m in length adjoining an undeveloped lot. The Western boundary is 85.29m adjoining a developed site that has warehouses and chainmesh fencing along its full length.

## 2.2 Existing Land Use

The site is currently vacant.

## 2.3 Topography

The natural gradient of the site is in a south to north direction of approximately 1.2m fall in total.

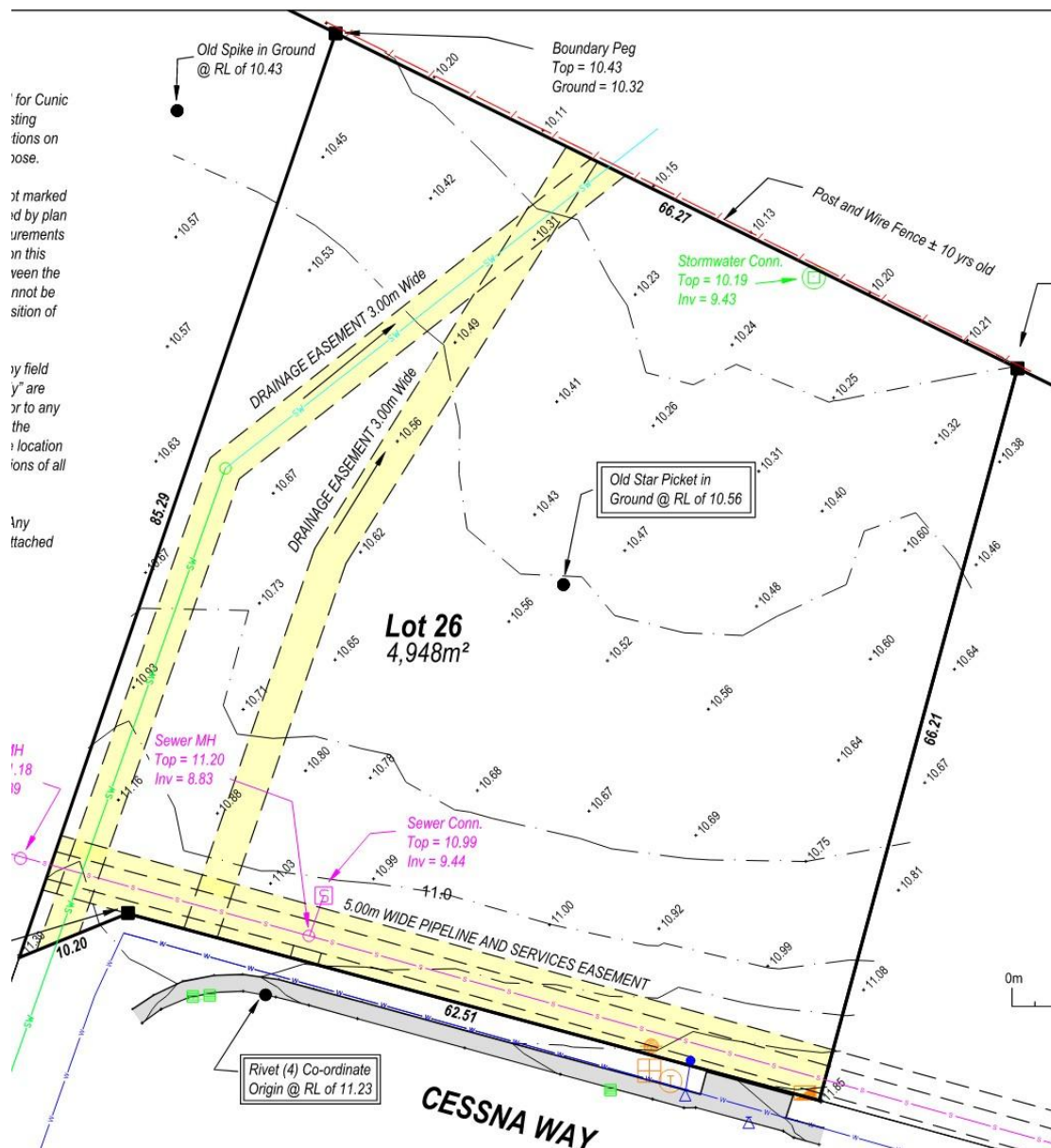


Figure 2 – Easements / Contours

## 2.4 Site Access

The site is currently serviced with a compliant crossover located to the eastern side of the southern boundary. This crossover is to be maintained to service Warehouse 02.

A new crossover is to be installed to the western side of the southern boundary (within the cul-de-sac) to service vehicle movements in and out of Warehouse 01. This will require the installation of Class D crossover conversion grates to existing side entry pits.

Driveways, onsite car parking and hardstand areas are all proposed as reinforced concrete, to suit light, medium and heavy vehicle use and turning.

## 2.5 Site Servicing

**Sewer and Water Services** - The site is vacant and not connected to sewer or water services. Both services are available at the southern boundary as shown below, with connection applications to be progressed at the Building Approval phase.



**Stormwater Service** – A stormwater connection point for the property is installed along the northern boundary as shown in Figure 2.

**Electrical Service** – An underground power service exists with a dedicated above ground turret servicing this site available for connection.



## 2.5 Site Fencing

The northern boundary and part of the western boundary has galv. chainmesh security fencing installed, that will be maintained. The existing galv. chainmesh fencing and gates along the southern boundary is to be removed.

New security fencing and gates 2.1m in height is to be installed to the site frontage for the extent shown on Floor Plan A100. Materials to be used will be either black tubular or black chainmesh.

## 2.5 Site Signs

Sign particulars are unknown at this stage and are to be dealt with under a separate permit later.

## 3.0 Proposed Operation

### 3.1 Staff Numbers

**Warehouse 01** – The warehouse and attached office / amenities / showroom combined consists of 1,251m<sup>2</sup> of floor area. The use of the facility is predominantly distribution with storage a further aspect of the operations. The facility will operate with five full-time staff along with two casuals, taking operational personnel to seven.

**Warehouse 02** – The warehouse has a floor area 780m<sup>2</sup>. The use of the facility is long term storage (bond store) for the maturation of whisky in wooden barrels. As such, infrequent access occurs with there being no permanent staff on the site.

### 3.2 Operating Hours

In line with Clause 18.3.1 Use Standards, the hours of operation will consist of 7:00am to 9:00pm (Monday to Saturday) and 8:00am to 9:00pm (Sunday and Public Holidays). The site is not located within 50m of a General Residential Zone, Inner Residential Zone, Low Density Residential Zone and Rural Living Zone, therefore, based on proximity, this is not applicable.

### 3.3 Vehicle Movements and Loading and Un-Loading Requirements

The vehicle movements for staff will be consistent with staff numbers included in Part 3.1 above.

**Warehouse 01** – As a distribution facility and based upon current use elsewhere, 2 to 4 x medium duty (rigid tray) and 2 x heavy duty (prime mover and semi-trailer) truck movements per day are expected. Other light vehicles for smaller wholesale pickups and public transactions are expected to be 50 vehicle movements per week or 10 per day.

Loading and unloading will be undertaken by forklift with two units in operation at times during the day both inside and outside of the warehouse.

**Warehouse 02** – As a long-term storage facility access to and from the site is infrequent. Expected light vehicle movements on average are 2 to 3 times per week.

Loading and unloading will be undertaken by forklift based on the premises, mostly within the warehouse and having infrequent use.

### 3.4 Waste Generation and Disposal

No waste from the operations of either warehouse facility is to be generated. Any accumulated waste from packaging of goods etc. from either warehouse is as follows:

**Warehouse 01** – Two skip bins will be based on site for recycling and disposal purposes. One for cardboard that will be collected monthly, the other for general waste collected fortnightly. These will be located at the rear of the property.

**Warehouse 02** – Any accumulated waste will be minimal, placed in a wheelie bin and kept within the warehouse for disposal as required.

### 3.5 Outdoor Storage Areas

**Warehouse 01** – The operational requirements are to be supported by an outdoor storage area of approximately 500m<sup>2</sup>. This will be located along the northern boundary that in the most part will be screened by the buildings to be constructed. Storage in the north-west corner of the site may be visible from the cul-de-sac, albeit minimal and approximately 85 metres from the road, unlikely to cause any unreasonable loss of visual amenity.

## 4.0 Overlays

### 4.1 Safeguarding of Airports Code

With reference to Hobart / Cambridge (Tas) Obstacle Limitation Surface Design to CAPP 92A-1, Inner OLS Area, Runway 09/27 shows RL30 near the development site.

This use and development are exempt from this code as the development is not more than the AHD height of 30m.

The highest natural surface level of the site is RL11.85. Adopting a design floor level of nominally RL12.00 and with buildings having a maximum height less than 10m combined is under AHD 30.

### 4.2 Flood-Prone Area

Refer to the attached assessment from Hydrodynamica that addresses the Flood-Prone Areas Code C12.6.1 P1 and C12.6.1 P2.

## 5.0 Summary

This proposal seeks approval to develop the site with the construction of 2 warehouses and undertake associated work involving hardstand, car parking and landscaping areas.

The proposal has been designed to be generally in accordance with the applicable Scheme standards for Light Industrial Use.

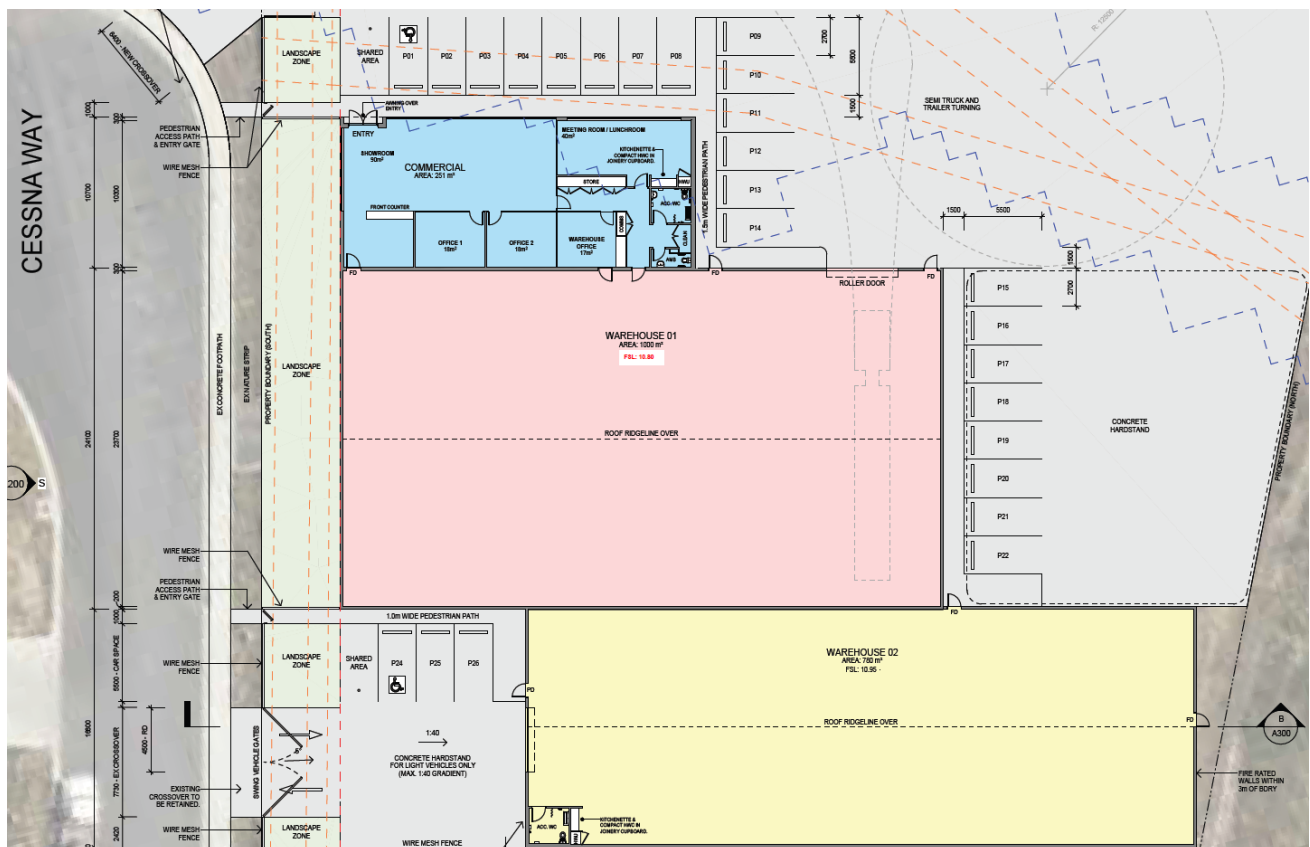
**MEMO**

**30 October 2025**

**Re: 12 Cessna Way, Cambridge Flood Prone Area Code Response**

**1. Introduction**

A warehouse development is proposed for the light industrial lot at 12 Cessna Way, Cambridge. The proposal is a Class 7B development including two warehouses totalling 1780 m<sup>2</sup>, and a smaller Class 5 commercial area totalling 251 m<sup>2</sup>. The proposed layout is shown in Figure 1. The commercial area is shown in blue, warehouse 1 in pink, and warehouse 2 in yellow:



**Figure 1. Proposed development (extract from Fairbrother Developments drawing A100 rev 1, 16/07/2025)**

Hydrodynamica was engaged to address the Flood Prone Area Code.

## 2. Existing flood data

CCC has 1% AEP climate change (CC) flooding mapping available for the site, see Figure 2.

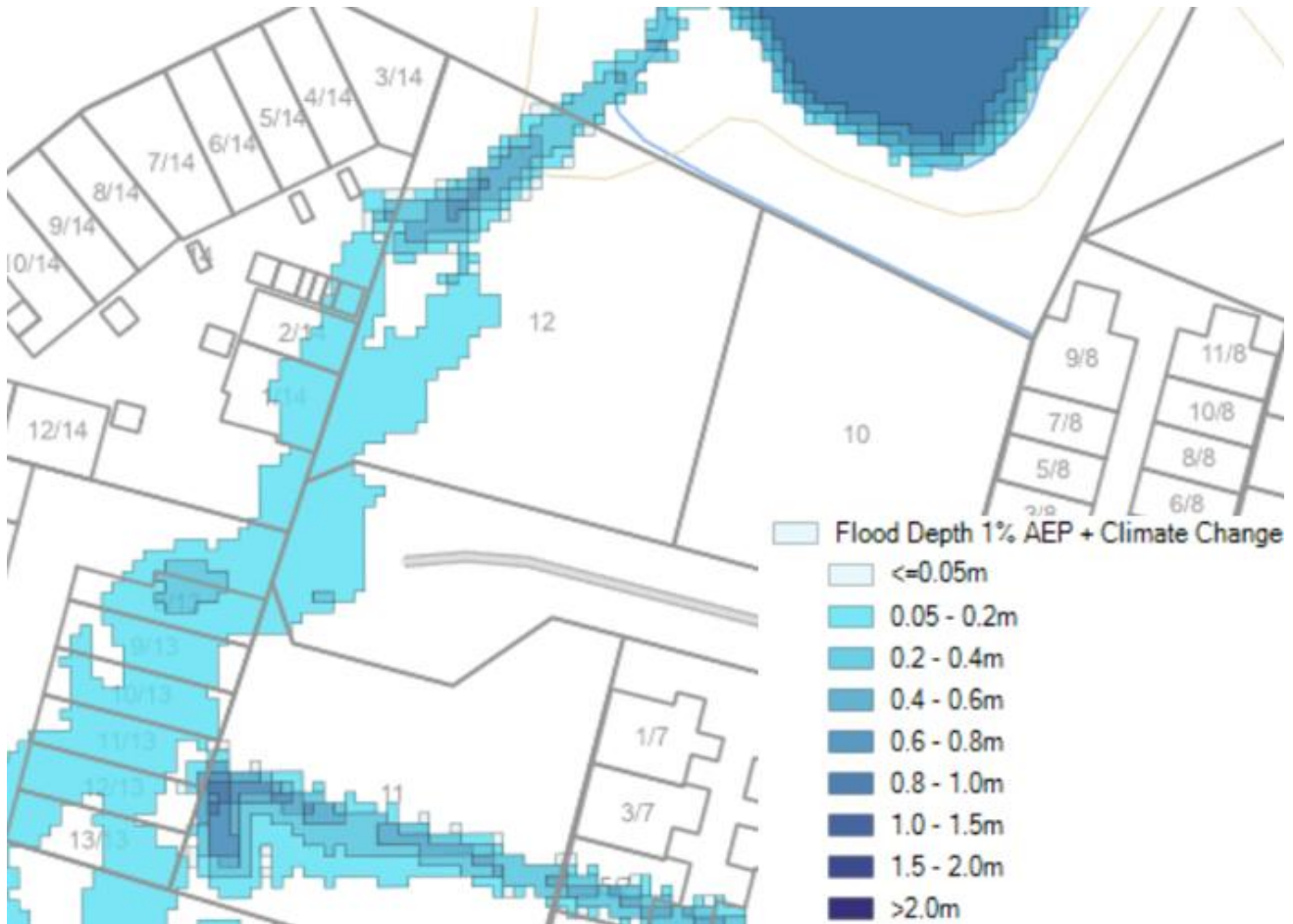


Figure 2. CCC 1% AEP CC Flood Mapping (<https://www.ccc.tas.gov.au/living/your-neighbourhood/flooding/>)

This extent is similar to the more recent Tasmanian Strategic Flood Mapping (TSFM) flood extent:



**Figure 3. TSM 1% AEP CC Flood Mapping with development footprint**  
(<https://maps.thelist.tas.gov.au/listmap/app/list/map>)

The TSM Tasman Study area flood modelling was completed in March 2023 and looks to have relied on at latest a 2019 DEM. The above mapping shows only a small overlap of the flood extent with the north-western corner of warehouse 1, though it is noted that the TSM only displays flood depths 100mm and above.

In correspondence received by the developer from CCC (09/10/2025) it was stated It looks like there has been no update to the modelling since the subdivision was created, so the flood overlay is not particularly reflective of the post-subdivision landform. It was suggested that by setting the proposed buildings to FFL 300mm above the flood depth would be suitable.

It is noted that existing flood mapping resulted from models which excluded local plumbing and the public pipe and pit network servicing the subdivision.

A second email to the proponent, dated 10/10/2025, stated that a full flood report was not necessary, however a response to C12.6 P1.1 and P1.2 was required.

### 3. Assessment

At its closest point at the south-western area of the proposed commercial building, the TSFMP 1% AEP CC flood level is 10.88m AHD. Where the flood extent just reaches the north-western corner of warehouse 1, the level is 10.52m AHD.

The eastern-most warehouse, warehouse 2, is unaffected by flooding on the property. It's proposed FFL is 10.95m AHD.

The proponent would like to set the FFL for the commercial area and for warehouse 1 to 10.80m AHD, although this is 80mm below the adjacent 1% AEP CC level for a small part of the footprint at the south-western corner. If the 10.88m HD flood level extended to the edge of the building the risk of flooding would be tolerable; being H1 hazard which is defined as 'generally safe for people, vehicles, and buildings' according to Australian Rainfall and Runoff Version 4.2.

*NCC 2022 Volume One - Building Code of Australia Class 2 to 9 buildings* provision B1D6 requires buildings in flood hazard areas to comply with *ASCB Standard for Construction of Buildings in Flood Hazard Areas* if they are Class 2, 3, 9a, 9c or a Class 4 part of a building. This does not apply to the proposed development as the classes are not applicable.

Similarly, the *Directors Determination – Riverine Hazard Areas Division 2 Work on land subject to riverine inundation* (1) defines flood levels and, through 54(2) of the Building Regulations, the minimum floor height for habitable rooms as 300mm defined floor levels. Again, this does not apply as it is not a habitable development.

### 4. Response to Flood-prone Areas Code

#### C12.6.1 P1

Buildings and works within a flood-prone hazard area must achieve and maintain a tolerable risk from a flood, having regard to:

- a) The type, form, scale and intended duration of the development

Based on 1% AEP CC TSFM and Council flood mapping impacts on the site and development are minimal, are of low hazard, and are tolerable for the light industrial development. Warehouse 2 will be unaffected by flooding. The proposed FFL of 10.80m AHD for the commercial area and warehouse 1 the south-western corner of the commercial area may be affected by up to 80mm of flooding, however this is tolerable based on the class of development, the low frequency of the event and the low hazard.

- b) Whether any increase in the level of risk from flood requires any specific hazard reduction or protection measures

No increase in level or risk, and no hazard reduction or protection measures are required.

- c) Any advice from a state authority, regulated entity, or Council.

No advice.

- d) The advice contained in a flood hazard report.

No additional advice.

#### C12.6.1 P2

A flood hazard report also demonstrates that the building and works:

- a) Do not cause or contribute flood on the site, on adjacent land or public infrastructure

Local runoff will be managed through a traditional private drainage system. Being at the edge of modelled flood footprints the works will not significantly intercept or therefore divert overland flooding to contribute flooding on adjacent land and public infrastructure.

- b) Can achieve and maintain a tolerable risk from a 1% AEP flood event for the intended life of the use without requirement any flood protection measures.

The modelling available shows 1% AEP climate change flood footprints, which include increased rainfall depths to estimate the greater in rainfall depths which are expected during the life of the development. The 1% AEP CC storm event rare and any flooding on the site is hazard category H1, which is 'generally safe' and is therefore tolerable.



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