



DEVELOPMENT APPLICATION

PDPLANPMTD-2026/061444

PROPOSAL: Dwelling & Outbuilding

LOCATION: 10 Lowlynn Court, Geilston Bay

RELEVANT PLANNING SCHEME: Tasmanian Planning Scheme - Clarence

ADVERTISING EXPIRY DATE: 06/07/2026

The relevant plans and documents can be inspected at the Council offices, 38 Bligh Street, Rosny Park, during normal office hours until 06/07/2026. In addition to legislative requirements, plans and documents can also be viewed at 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. Representations must be received by Council on or before 06/07/2026.

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 or at the Council offices.

Planning Application

Use this form to obtain planning approval for the use and development of land, including change of use, subdividing land into smaller lots, lot consolidation, or signage.

Please refer to the Planning Application checklist on the following pages to determine what documentation must be submitted with your application.

Proposal: **New Dwelling & carport**

Location: **10 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:

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



Planning Application checklist

Mandatory Documents

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

- 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.

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.

- 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.
-

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 42
EDITION 3	DATE OF ISSUE 16-May-2024

SEARCH DATE : 28-Apr-2026

SEARCH TIME : 10.46 am

DESCRIPTION OF LAND

City of CLARENCE

Lot 42 on Sealed Plan [180493](#)

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

Prior CT [179805/200](#)

SCHEDULE 1

[N188923](#) TRANSFER to GEOFERY DAWA WANI and EFFIE NORAH AKINYI as tenants in common in equal shares Registered 16-May-2024 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-June-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-Sept-2019 at noon

[E379569](#) MORTGAGE to Suncorp-Metway Ltd Registered
16-May-2024 at 12.01 pm

UNREGISTERED DEALINGS AND NOTATIONS

E406738 DISCHARGE OF MORTGAGE [E379569](#) Lodged by DOBSON
MITCHELL ALLPORT on 10-Mar-2026 BP: E406738

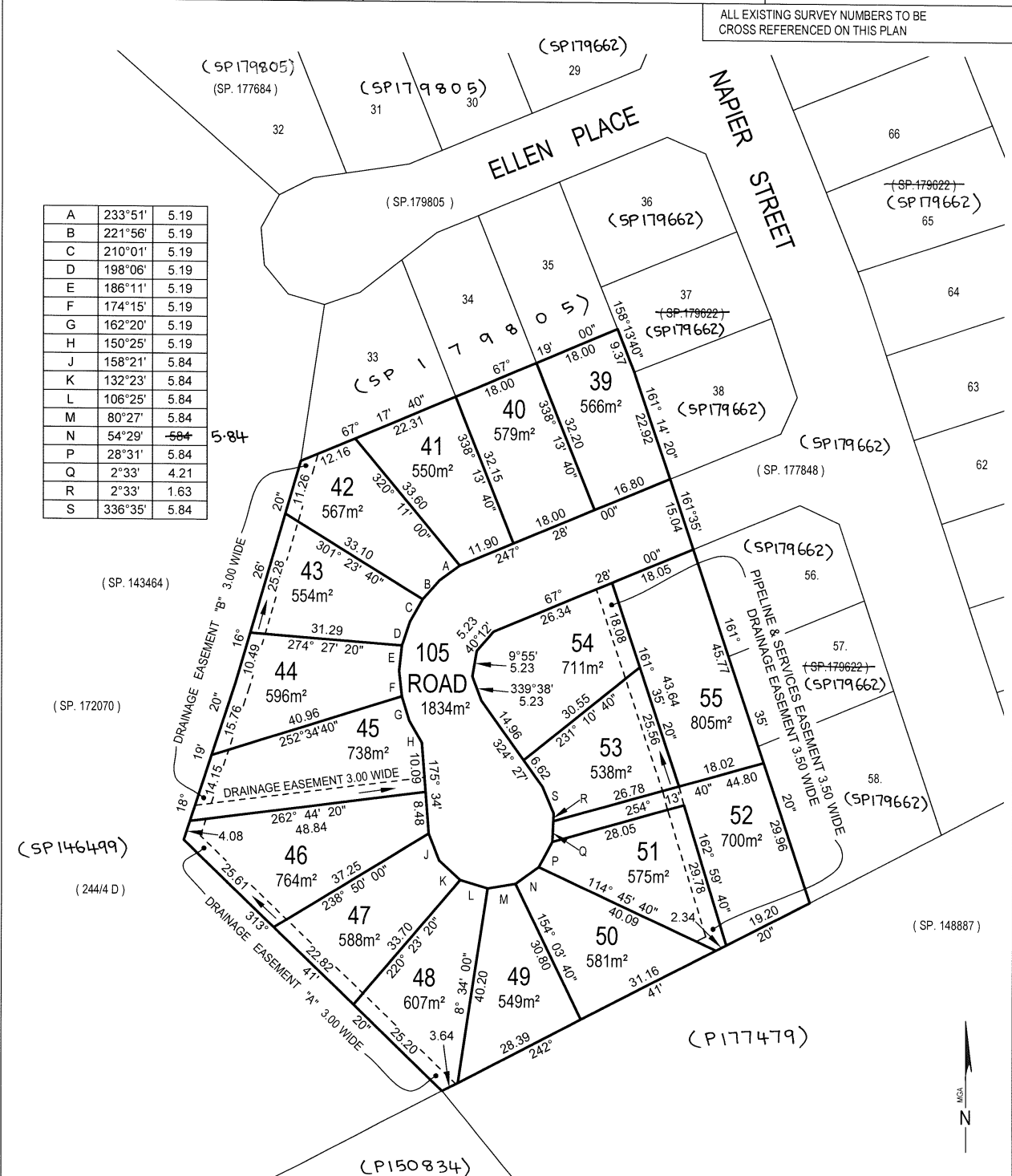
E406739 MORTGAGE to Norfina Limited Lodged by DOBSON
MITCHELL ALLPORT on 10-Mar-2026 BP: E406738

N128935 TRANSFER to EFFIE NORAH AKINYI Lodged by DOBSON
MITCHELL ALLPORT on 10-Mar-2026 BP: E406738

OWNER: REDLANDS TRADING PTY. LTD.	PLAN OF SURVEY	REGISTERED NUMBER SP180493
FOLIO REFERENCE: C.T. 179805 - 200		BY SURVEYOR: N. D. LEARY of LEARY, COX & CRIPPS SURVEYORS Unit G04 40 Mollie Street, HOBART TAS 7000 P 03 6118 2030 E admin@learyandcox.com
GRANTEE: PART OF 2560 ACRES GRANTED TO GEORGE GREGSON	LOCATION: CITY OF CLARENCE	APPROVED EFFECTIVE FROM - 4 FEB 2021 <i>Deina</i> Recorder of Titles
SCALE 1: 750 LENGTHS IN METRES		

ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN

A	233°51'	5.19
B	221°56'	5.19
C	210°01'	5.19
D	198°06'	5.19
E	186°11'	5.19
F	174°15'	5.19
G	162°20'	5.19
H	150°25'	5.19
J	158°21'	5.84
K	132°23'	5.84
L	106°25'	5.84
M	80°27'	5.84
N	54°29'	5.84
P	28°31'	5.84
Q	2°33'	4.21
R	2°33'	1.63
S	336°35'	5.84



Deina 4-12-2020
Registered Land Surveyor Date

Deina 20.1.21
Council Delegate Date

<p>SCHEDULE OF EASEMENTS</p> <p>NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.</p>	<p>Registered Number</p> <p style="font-size: 2em; opacity: 0.5;">SP 180493</p>
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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.

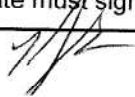
COVENANTS

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)

<p>SUBDIVIDER: REDLANDS TRADING PTY LTD</p> <p>FOLIO REF: VOL. 179805 FOL. 200</p> <p>SOLICITOR & REFERENCE: MURDOCH CLARKE (1603435)</p>	<p>PLAN SEALED BY: CLARENCE CITY COUNCIL</p> <p>DATE: 20th January 2021</p> <p>SD-2010/84</p> <p>REF NO. C. Shea Council Delegate</p>
<p>NOTE: The Council Delegate must sign the Certificate for the purposes of identification.</p>	




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

FENCING PROVISION

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

DEFINITIONS

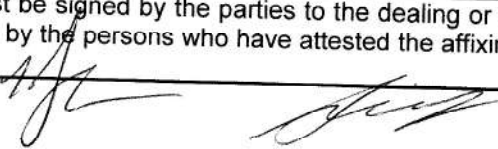
PIPELINE AND SERVICES EASEMENT is defined as follows:-

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:

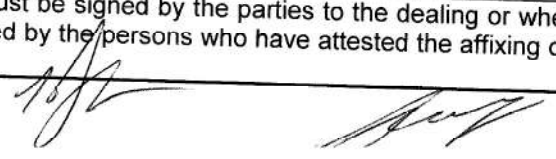
NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.



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

- (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.



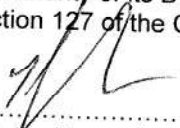
ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 4 PAGES	Registered Number SP 180493
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 179805 FOLIO 200	

Interpretation:

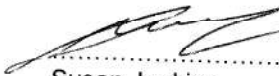
"Infrastructure" means infrastructure owned or for which TasWater is responsible and includes but is not limited to:

- (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)


con transactions - 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.

SCHEDULE OF EASEMENTS	Registered Number SP 179805
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	

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 30, 31 and 32 on the Plan are subject to a Transmission Line Easement (as defined in Section 2 of the Hydro Electric Act 1944 and more fully set forth in Folios of the Register Volume 113442 Folio 15, Volume 120907 Folio 1 and Volume 143464 Folio 1) acquired by the Hydro Electric Commission over such parts of the Transmission Line Easement 60.00 Wide and Transmission Line Easements shown on the Plan as pass through Lots 30, 31 and 32 on the Plan.

Lots 30, 31 and 32 on the Plan are subject to a Service Easement (as hereinafter defined and appurtenant to the land in Certificate of Title Volume 146499 Folio 2) over the strip of land marked SERVICE EASEMENT "B" 4.00 wide shown passing through Lots 30, 31 and 32 on the Plan.

Lots 33, 34 and 35 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 33, 34 and 35 on the Plan ("the Easement Land").

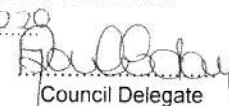
Lots 30, 31 and 32 on the Plan are SUBJECT TO a **RIGHT OF DRAINAGE** in gross in favour of the Clarence City Council over those parts of the strip of land marked DRAINAGE EASEMENT 5.00 WIDE & VARIABLE WIDTH shown passing through Lots 30, 31 and 32 on the Plan.

Lots 33, 34 and 35 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 33, 34 and 35 on the Plan.

Lots 33 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 33.

Lots 33 on the Plan is SUBJECT TO a **RIGHT OF DRAINAGE** appurtenant to Lot 200 on the Plan over the strip of land marked DRAINAGE EASEMENT 3.00 WIDE shown passing through Lot 33.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REF: VOL. 179662 FOL. 200 SOLICITOR & REFERENCE: MURDOCH CLARKE (1603435)	PLAN SEALED BY: CLARENCE CITY COUNCIL DATE: 7 October 2020 SP-2010/84 REF NO.  Council Delegate
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NOTE: The Council Delegate must sign the Certificate for the purposes of identification.

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 2 OF 5 PAGES</p>	<p>Registered Number</p> <p>SP 179805</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 179662 FOLIO 200</p>	

Lots 200 on the Plan is TOGETHER WITH a **RIGHT OF DRAINAGE** over the strip of land marked DRAINAGE EASEMENT 3.00 WIDE shown passing through Lot 33 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.

FENCING PROVISION

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

DEFINITIONS

Service Easement means:

- (a) a right of drainage;
- (b) a right to pass sewage and waste products;
- (c) a pipeline easement which is the right for the owner for the time being of such lot at all times to enter upon such easement with or without workers, surveyors and others to pay pipes, valves, and fittings and such ancillary items as may be necessary within such easement for the purpose of conveying water to such lot and to inspect, cleanse, repair, replace or renew such pipes, valves and fittings and ancillary items doing as little damage as possible to the land;
- (d) a right for the said owner for the time being of such lot at all times to enter upon such easement with or without workers, agents and contractors of any provider of telecommunications and to install telecommunication cables leading to such lot together with such ancillary items as may be necessary (including poles, towers, cross-members, insulators, conductors and other apparatus either above or below the ground and to inspect, cleanse, repair, replace or renew such cables and all ancillary items doing as little damage as possible to the land;
- (e) a right for the said owner for the time being of such lots at all times to enter upon such easement with or without workers, agents and contractors of any company, business, authority or instrumentality which may supply gas to such lot to lay pipes, valves and fittings and such ancillary items as may be necessary within such easement for the purpose of conveying gas to such lot and to inspect, cleanse, repair, replace or renew such pipes, valves and fittings and all ancillary items doing as little damage as possible to the land; and

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<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 3 OF 5 PAGES</p>	<p>Registered Number</p> <p>179805</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 179662 FOLIO 200</p>	

- (f) a right for the said owner for the time being of such lot at all times to enter upon such easement with or without workers, agents and contractors of any provider of electrical power and to erect, construct, place inspect, alter, repair, renew, maintain and use in, upon, over, along and below the land of such easement for the purposes of conveying electrical power to such lot such cables, wires and such ancillary items as may be necessary (including poles, towers, cross-members, insulators, conductors and other apparatus) doing as little damage as possible to the land.

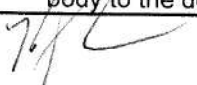
PIPELINE AND SERVICES EASEMENT is defined as follows:-

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.




<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 4 OF 5 PAGES</p>	<p>Registered Number</p> <p>SP 179805</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 179662 FOLIO 200</p>	

- (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.

Interpretation:

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.

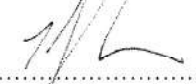



ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 5 OF 5 PAGES	Registered Number SP 179805
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 179662 FOLIO 200	


"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

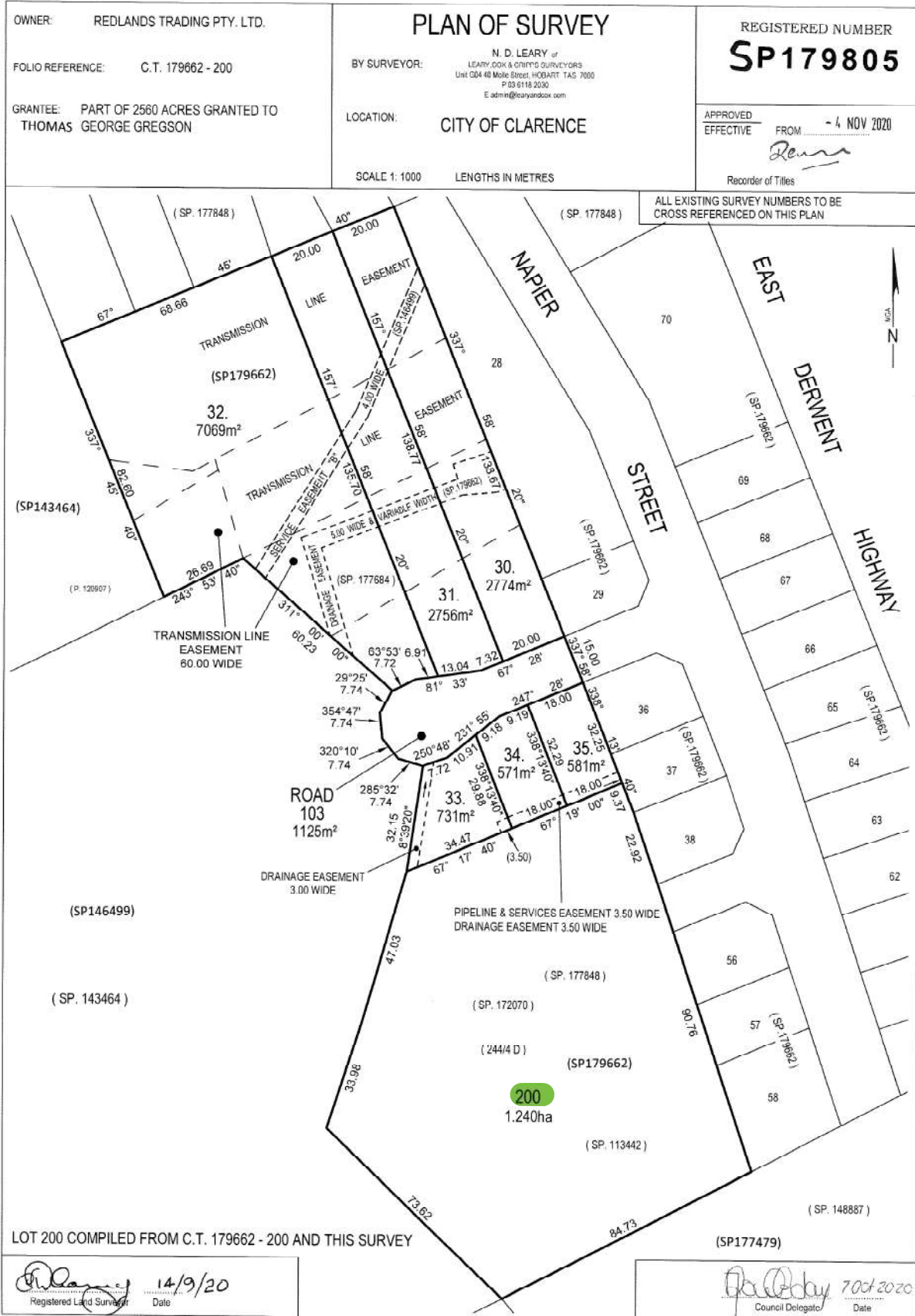


 Susan Jenkins
 Secretary

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

 Simon Smeed - Director
 Phil Kumber - 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.



<p>SCHEDULE OF EASEMENTS</p> <p>NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.</p>	<p>Registered Number</p> <p>SP 179662</p>
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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 28, 70, 102 and 200 on the Plan are subject to a Transmission Line Easement (as defined in Section 2 of the Hydro Electric Act 1944 and more fully set forth in Folios of the Register Volume 113442 Folio 15, Volume 120907 Folio 1 and Volume 143464 Folio 1) acquired by the Hydro Electric Commission over such parts of the Transmission Line Easement 60.00 Wide and Transmission Line Easements shown on the Plan as pass through Lots 28, 70, 102 and 200 on the Plan.

Lots 28, 102 and 200 on the Plan are subject to a Service Easement (as hereinafter defined and appurtenant to the land in Certificate of Title Volume 146499 Folio 2) over the strip of land marked SERVICE EASEMENT "B" 4.00 wide shown passing through Lots 28, 102 and 200 on the Plan.

Lot 200 on the Plan is subject to a Right of Carriageway (appurtenant to the land comprised in Certificate of Title Volume 146499 Folio 2) over the strip of land marked RIGHT OF WAY (PRIVATE) 4.00 WIDE shown passing through Lot 200 on the Plan.

Lot 102 on the Plan (the "Lot") is 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 the land marked PIPELINE & SERVICES EASEMENT 4.00m WIDE shown passing through Lot 102 on the Plan ("the Easement Land").

Lots 28 and 102 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 land marked PIPELINE & SERVICES EASEMENT 3.00 WIDE shown passing through Lots 28 and 102 on the Plan ("the Easement Land").

Lots 59 to 70 inclusive 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 land marked PIPELINE & SERVICES EASEMENT 3.00 WIDE shown passing through Lots 59 to 70 inclusive on the Plan ("the Easement Land").

Lot 63 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 63 on the Plan.

(USE ANNEXURE PAGES FOR CONTINUATION)

<p>SUBDIVIDER: REDLANDS TRADING PTY LTD</p> <p>FOLIO REF: VOL. 177848 FOL. 200</p> <p>SOLICITOR & REFERENCE: MURDOCH CLARKE (1603435)</p>	<p>PLAN SEALED BY: CLARENCE CITY COUNCIL</p> <p>DATE: 26 August 2020</p> <p>SD: 2010/84</p> <p>REF NO.</p> <p><i>[Signature]</i> Council Delegate</p>
<p>NOTE: The Council Delegate must sign the Certificate for the purposes of identification.</p>	

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 2 OF 6 PAGES</p>	<p>Registered Number</p> <p>SP 179662</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 177848 FOLIO 200</p>	

Lots 59 to 70 inclusive on the Plan are SUBJECT TO a **RIGHT OF DRAINAGE** in gross in favour of the Clarence City Council over the strip of land marked DRAINAGE EASEMENT VARIABLE WIDTH shown passing through Lots 59 to 70 inclusive on the Plan.

Lot 37 on the Plan (the "Lot") is 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 the strip of the land marked PIPELINE & SERVICES EASEMENT 3.50 WIDE shown passing through Lot 37 on the Plan ("the Easement Land").

Lot 37 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 3.50 WIDE shown passing through Lot 37 on the Plan.

Lot 58 on the Plan (the "Lot") is 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 the strip of the land marked PIPELINE & SERVICES EASEMENT 3.50 WIDE shown passing through Lot 58 on the Plan ("the Easement Land").

Lot 58 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 3.50 WIDE shown passing through Lot 58 on the Plan.

Lots 28 and 200 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 5.00 WIDE & VARIABLE WIDTH shown passing through Lots 28 and 200 on the Plan.

Lot 70 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 4.00 WIDE shown passing through Lot 70 on the Plan.

COVENANTS

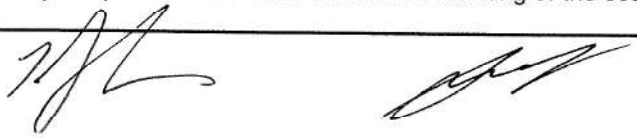
The owner of each Lot on the Plan covenants with the Vendors (Redlands Trading Pty Ltd) and with the owner for the time being of each Lot on the Plan to the intent that the burden of this Covenant may run with and bind with the Covenantors Lots and every part thereof and that the benefit thereof shall 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.

FENCING PROVISION

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

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>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 3 OF 6 PAGES</p>	<p>Registered Number</p> <p>SP 179662</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 177848 FOLIO 200</p>	

DEFINITIONS

Service Easement means:

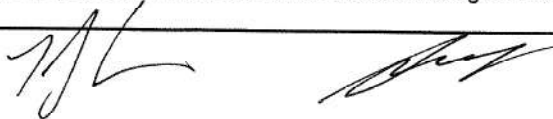
- (a) a right of drainage;
- (b) a right to pass sewage and waste products;
- (c) a pipeline easement which is the right for the owner for the time being of such lot at all times to enter upon such easement with or without workers, surveyors and others to lay pipes, valves, and fittings and such ancillary items as may be necessary within such easement for the purpose of conveying water to such lot and to inspect, cleanse, repair, replace or renew such pipes, valves and fittings and ancillary items doing as little damage as possible to the land;
- (d) a right for the said owner for the time being of such lot at all times to enter upon such easement with or without workers, agents and contractors of any provider of telecommunications and to install telecommunication cables leading to such lot together with such ancillary items as may be necessary (including poles, towers, cross-members, insulators, conductors and other apparatus either above or below the ground and to inspect, cleanse, repair, replace or renew such cables and all ancillary items doing as little damage as possible to the land;
- (e) a right for the said owner for the time being of such lots at all times to enter upon such easement with or without workers, agents and contractors of any company, business, authority or instrumentality which may supply gas to such lot to lay pipes, valves and fittings and such ancillary items as may be necessary within such easement for the purpose of conveying gas to such lot and to inspect, cleanse, repair, replace or renew such pipes, valves and fittings and all ancillary items doing as little damage as possible to the land; and
- (f) a right for the said owner for the time being of such lot at all times to enter upon such easement with or without workers, agents and contractors of any provider of electrical power and to erect, construct, place, inspect, alter, repair, renew, maintain and use in, upon, over, along and below the land of such easement for the purposes of conveying electrical power to such lot such cables, wires and such ancillary items as may be necessary (including poles, towers, cross-members, insulators, conductors and other apparatus) doing as little damage as possible to the land.

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;

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>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 4 OF 6 PAGES</p>	<p>Registered Number</p> <p>SP179662</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 177848 FOLIO 200</p>	

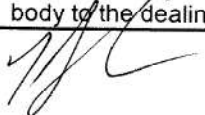
- (4) remove and replace the Infrastructure;
- (5) run and pass sewage, water and electricity through and along the Infrastructure;
- (6) do all works reasonably required in connection with such activities or as may be authorised or required by any law:
 - (1) without doing unnecessary damage to the 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:

- (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.



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<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 5 OF 6 PAGES</p>	<p>Registered Number</p> <p>SP 179662</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 177848 FOLIO 200</p>	

- (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.

Interpretation:

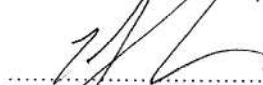
"Infrastructure" means infrastructure owned or for which TasWater is responsible and includes but is not limited to:


- (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.

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.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 6 OF 6 PAGES	Registered Number SP 179662
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 177848 FOLIO 200	

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

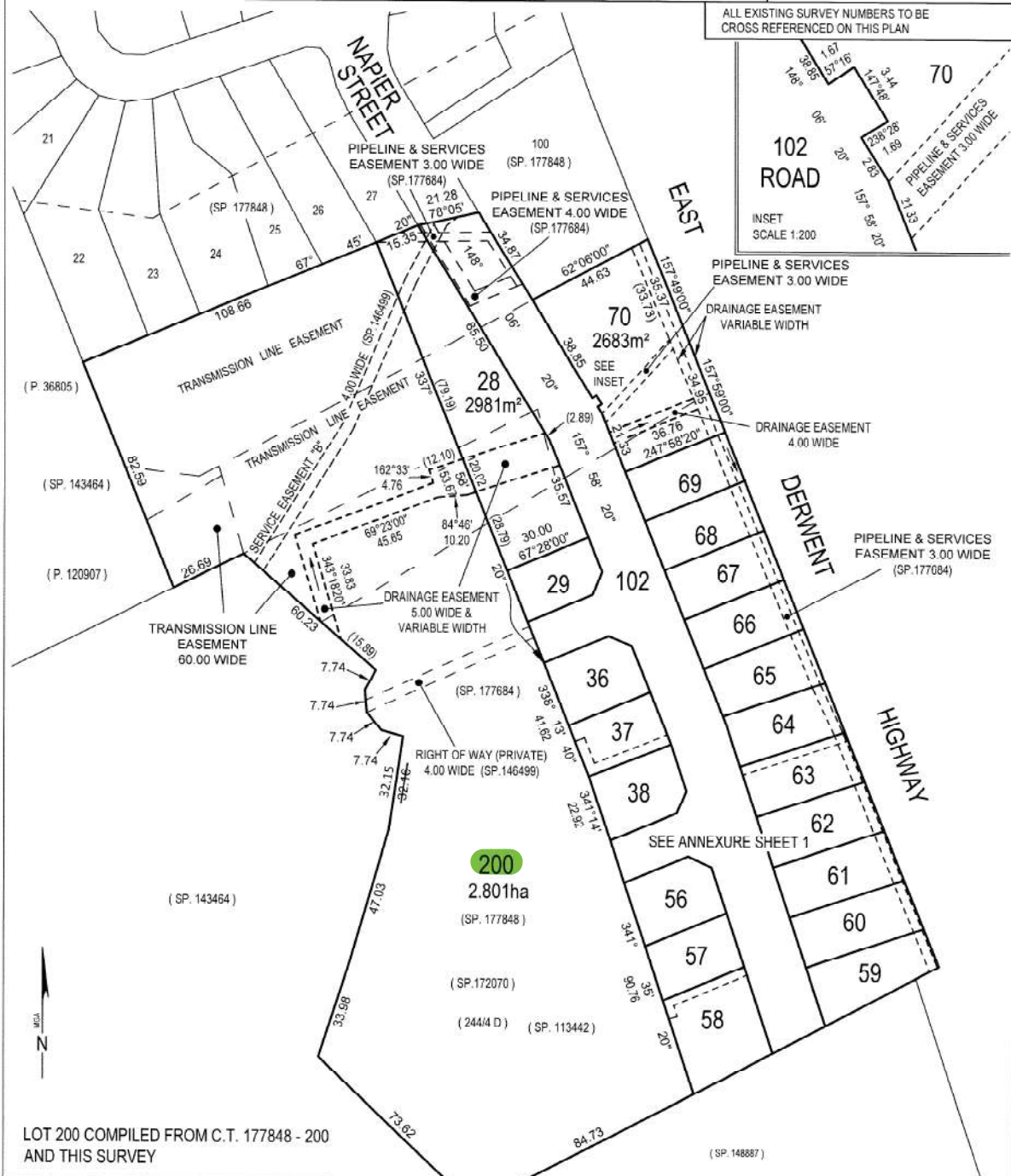
Executed on behalf of)
BUTLER McINTYRE INVESTMENTS LIMITED)
 as Mortgagee pursuant to)
 Mortgage registered number E76460)


 CON TSAMASSIFOS
 DIRECTOR

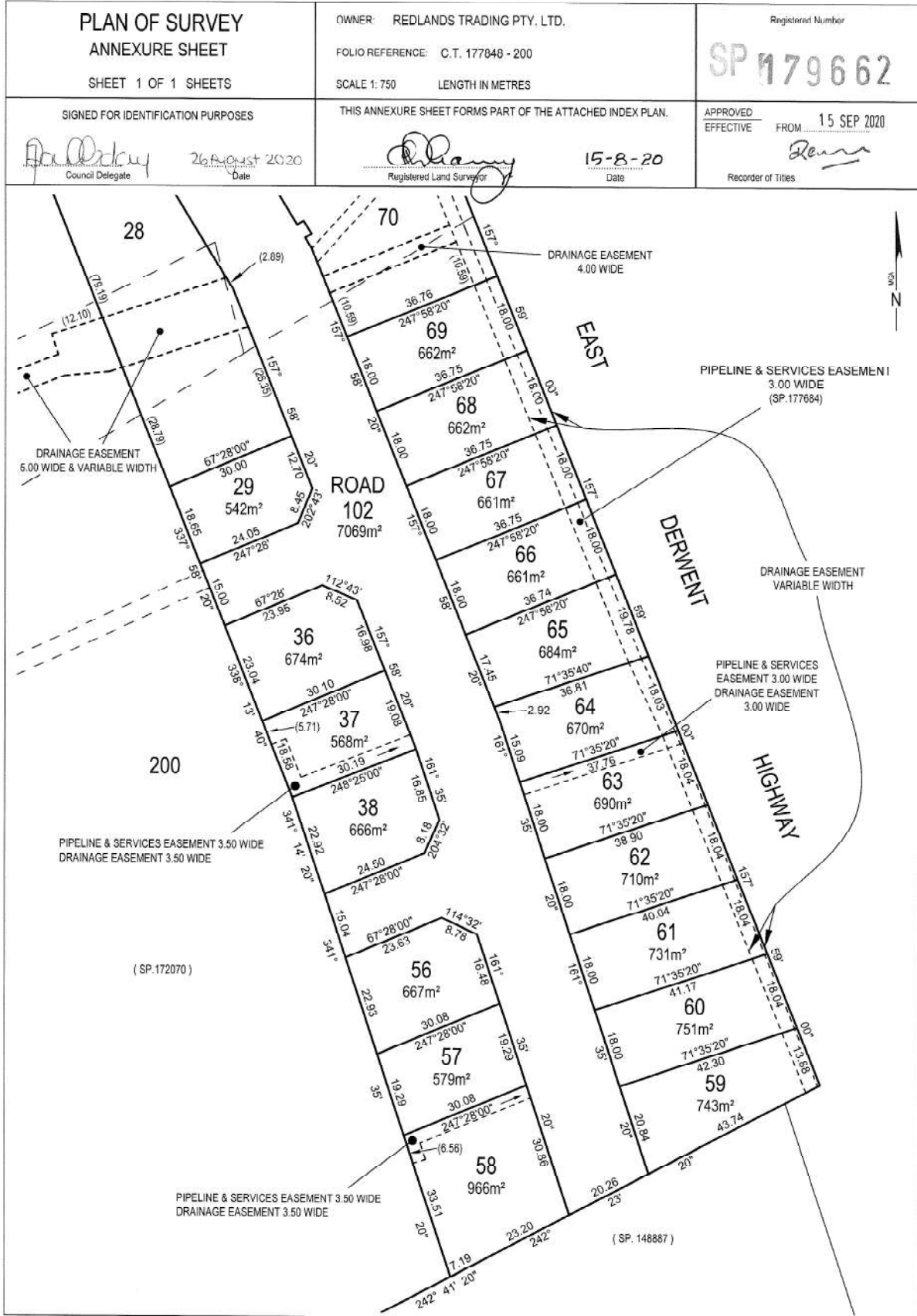

 JASON SAUER
 DIRECTOR

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.

OWNER: REDLANDS TRADING PTY. LTD.	PLAN OF SURVEY	Registered Number SP 179662
FOLIO REFERENCE: C.T. 177848 - 200		BY SURVEYOR: N. D. LEARY of LEARY AND COX SURVEYORS Unit G04 40 Mole Street, HOBART TAS 7000 P O B 619 2038 E admin@learyandcox.com
GRANTEE: PART OF 2560 ACRES GRANTED TO THOMAS GEORGE GREGSON	LOCATION: CITY OF CLARENCE	Recorder of Titles <i>Ren</i>
SCALE 1: 1250 LENGTHS IN METRES		



<p>LOT 200 COMPILED FROM C.T. 177848 - 200 AND THIS SURVEY</p> <p><i>N. D. Leary</i> 15-8-20 Registered Land Surveyor Date</p>	<p><i>David O'Leary</i> 26 August 2020 Council Delegate Date</p>
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<p>SCHEDULE OF EASEMENTS</p> <p>NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.</p>	<p>Registered Number</p> <p style="font-size: 2em; text-align: center;">SP 177848</p>
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EASEMENTS AND PROFITS

PAGE 1 OF 6 PAGES

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.

~~**EXISTING EASEMENTS CARRIED FORWARD FROM CERTIFICATE OF TITLE VOLUME 177684 FOLIO 200**~~

Lots 5, 21, 22, 23, 24, 25, 26, 100 and 200 on the Plan are subject to a Transmission Line Easement (as defined in Section 2 of the Hydro Electric Act 1944 and more fully set forth in Folios of the Register Volume 113442 Folio 15, Volume 120907 Folio 1 and Volume 143464 Folio 1) acquired by the Hydro Electric Commission over such parts of the Transmission Line Easement 60.00 Wide and Transmission Line Easements shown on the Plan as pass through Lots 5, 21, 22, 23, 24, 25, 26, 100 and 200 on the Plan.

Lots 1, 5, 100 and 200 on the Plan are subject to a Service Easement (as hereinafter defined) over the Service Easement "B" 4.00 wide shown on the Plan within such lots (appurtenant to the land in Certificate of Title Volume 146499 Folio 2).

Lot 200 on the Plan is subject to a Right of Carriageway (appurtenant to the land comprised in Certificate of Title Volume 146499 Folio 2) over the Right of Way (Private) 4.00 wide shown on the Plan within such lot.

Lots 5 and 100 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 land marked PIPELINE & SERVICES AND DRAINAGE EASEMENT 4.00m WIDE shown passing through Lots 5 and 100 on the Plan ("the Easement Land").

Lots 100 and 200 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 the land marked PIPELINE & SERVICES EASEMENT 4.00 WIDE shown passing through Lots 100 and 200 on the Plan ("the Easement Land").

Lots 5 and 100 on the Plan are SUBJECT TO a **RIGHT OF DRAINAGE** in gross in favour of the Clarence City Council over those parts of the land marked PIPELINE & SERVICES AND DRAINAGE EASEMENT 4.00m WIDE shown passing through Lots 5 and 100 on the Plan.

Lots 5 and 100 on the Plan are SUBJECT TO a **RIGHT OF DRAINAGE** in gross in favour of the Clarence City Council over the DRAINAGE RESERVE marked WXYZ on Lots 5 and 100 on the Plan.

(USE ANNEXURE PAGES FOR CONTINUATION)

<p>SUBDIVIDER: REDLANDS TRADING PTY LTD</p> <p>FOLIO REF: VOL. 177684 FOL. 200</p> <p>SOLICITOR & REFERENCE: MURDOCH CLARKE (1603435)</p>	<p>PLAN SEALED BY: CLARENCE CITY COUNCIL</p> <p>DATE: 11 November 2019</p> <p>SD-2019/84 REF NO.</p> <p style="text-align: right;">C. Mea Council Delegate</p>
<p>NOTE: The Council Delegate must sign the Certificate for the purposes of identification.</p>	

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 2 OF 6 PAGES</p>	<p>Registered Number</p> <p>SP 177848</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 177684 FOLIO 200</p>	

**EXISTING COVENANTS CARRIED FORWARD FROM CERTIFICATE OF TITLE VOLUME 177684
FOLIO 200**

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.

NEW EASEMENTS CREATED

W6 5

Lots 6, 7 and 10 on the Plan are SUBJECT TO a **RIGHT OF DRAINAGE** in gross in favour of the Clarence City Council over those parts of the land marked PIPELINE & SERVICES AND DRAINAGE EASEMENT 3.00m WIDE shown passing through those lots on the Plan.

Lots 22, 23, 24, 25 and 26 on the Plan are SUBJECT TO a **RIGHT OF DRAINAGE** in gross in favour of the Clarence City Council over those parts of the land marked PIPELINE & SERVICES AND DRAINAGE EASEMENT 4.00m WIDE shown passing through those lots on the Plan.

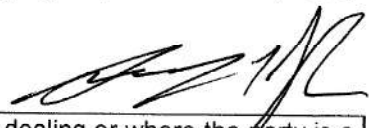
Lot 5, 6, 7 and 10 on the Plan (the "Lot") are SUBJECT TO a **PIPELINE AND SERVICES EASEMENT** in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Limited, its successors and assignors ("TasWater") over those parts of the land marked PIPELINE & SERVICES AND DRAINAGE EASEMENT 3.00m WIDE shown passing through those lots on the Plan ("the Easement Land").

Lot 5, 26, 100, 101 and 200 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 land marked PIPELINE & SERVICES EASEMENT 3.00 WIDE shown passing through those lots on the Plan ("the Easement Land").

Lots 22, 23, 24, 25 and 26 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 land marked PIPELINE & SERVICES AND DRAINAGE EASEMENT 4.00m WIDE shown passing through those lots on the Plan ("the Easement Land").

FENCING PROVISION

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



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>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 3 OF 6 PAGES</p>	<p>Registered Number</p> <p>SP 177848</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 177684 FOLIO 200</p>	

DEFINITIONS

Service Easement means:

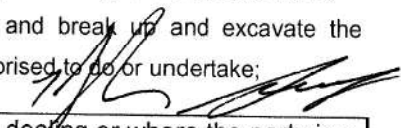
- (a) a right of drainage;
- (b) a right to pass sewage and waste products;
- (c) a pipeline easement which is the right for the owner for the time being of such lot at all times to enter upon such easement with or without workers, surveyors and others to pay pipes, valves, and fittings and such ancillary items as may be necessary within such easement for the purpose of conveying water to such lot and to inspect, cleanse, repair, replace or renew such pipes, valves and fittings and ancillary items doing as little damage as possible to the land;
- (d) a right for the said owner for the time being of such lot at all times to enter upon such easement with or without workers, agents and contractors of any provider of telecommunications and to install telecommunication cables leading to such lot together with such ancillary items as may be necessary (including poles, towers, cross-members, insulators, conductors and other apparatus either above or below the ground and to inspect, cleanse, repair, replace or renew such cables and all ancillary items doing as little damage as possible to the land;
- (e) a right for the said owner for the time being of such lots at all times to enter upon such easement with or without workers, agents and contractors of any company, business, authority or instrumentality which may supply gas to such lot to lay pipes, valves and fittings and such ancillary items as may be necessary within such easement for the purpose of conveying gas to such lot and to inspect, cleanse, repair, replace or renew such pipes, valves and fittings and all ancillary items doing as little damage as possible to the land; and
- (f) a right for the said owner for the time being of such lot at all times to enter upon such easement with or without workers, agents and contractors of any provider of electrical power and to erect, construct, place, inspect, alter, repair, renew, maintain and use in, upon, over, along and below the land of such easement for the purposes of conveying electrical power to such lot such cables, wires and such ancillary items as may be necessary (including poles, towers, cross-members, insulators, conductors and other apparatus) doing as little damage as possible to the land.

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;

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.

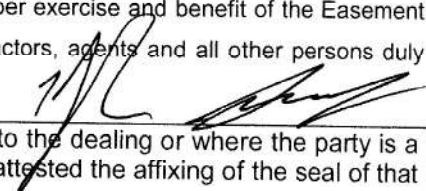


<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 4 OF 6 PAGES</p>	<p>Registered Number</p> <p>SP 177 848</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 177684 FOLIO 200</p>	

- (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:

- (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



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.

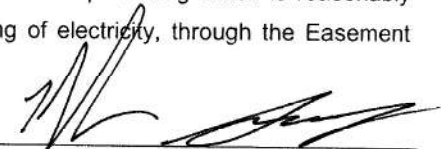
<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 5 OF 6 PAGES</p>	<p>Registered Number</p> <p>SP 177848</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 177684 FOLIO 200</p>	

- (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.

Interpretation:

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

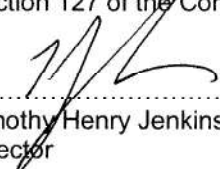
- (a) sewer pipes and water pipes and associated valves;
- (b) telemetry and monitoring devices;
- (c) inspection and access pits;
- (d) power poles and lines, electrical wires, electrical cables and other conducting media (excluding telemetry and monitoring devices);
- (e) markers or signs indicating 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.



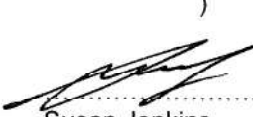
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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 6 OF 6 PAGES	Registered Number SP 177848
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 177684 FOLIO 200	

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

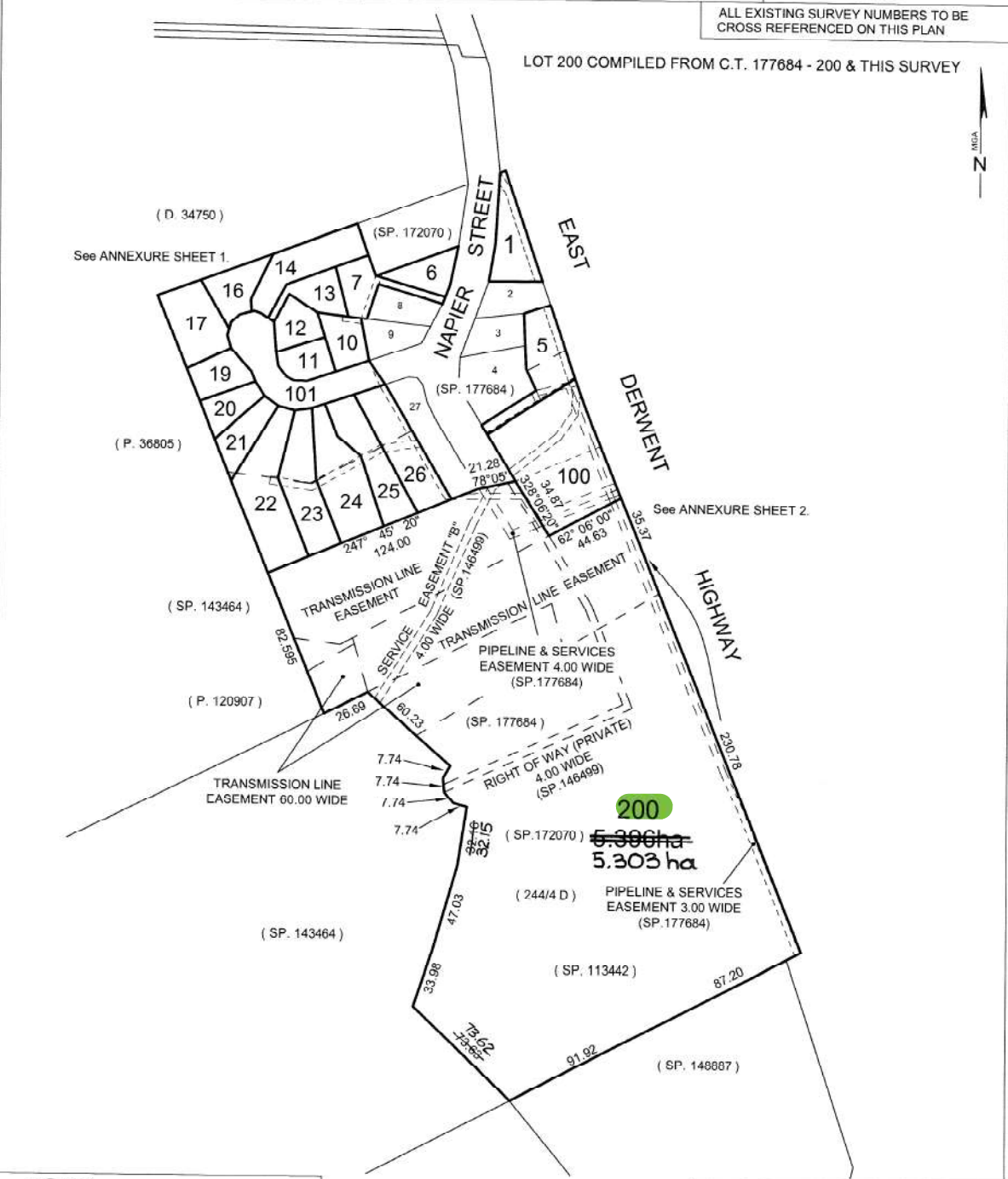
Executed on behalf of)
BUTLER McINTYRE INVESTMENTS LIMITED)
 as Mortgagee pursuant to)
 Mortgage registered number E76460)


 Jason Sauer
 Director


 Phillip Keenan
 Director

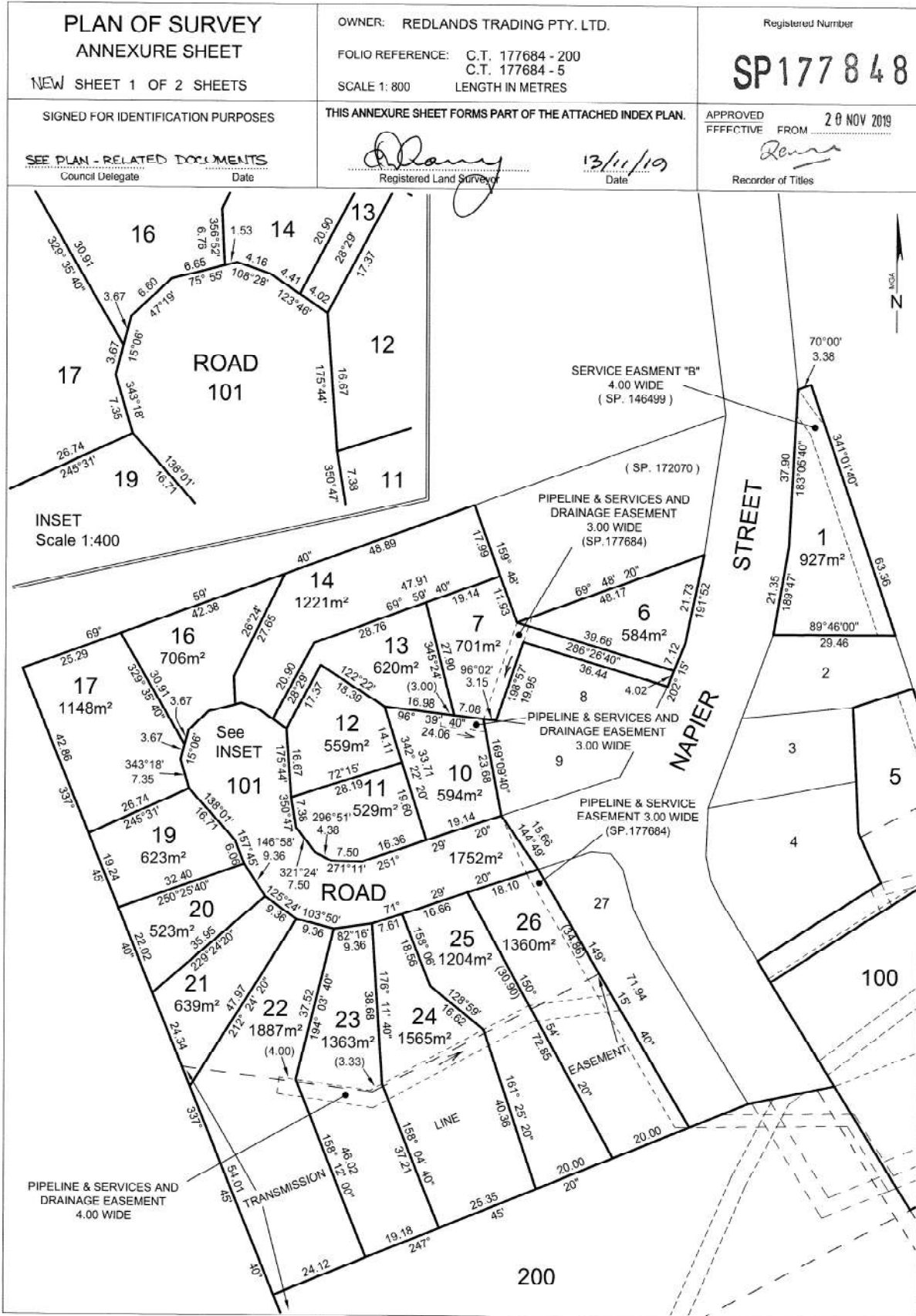
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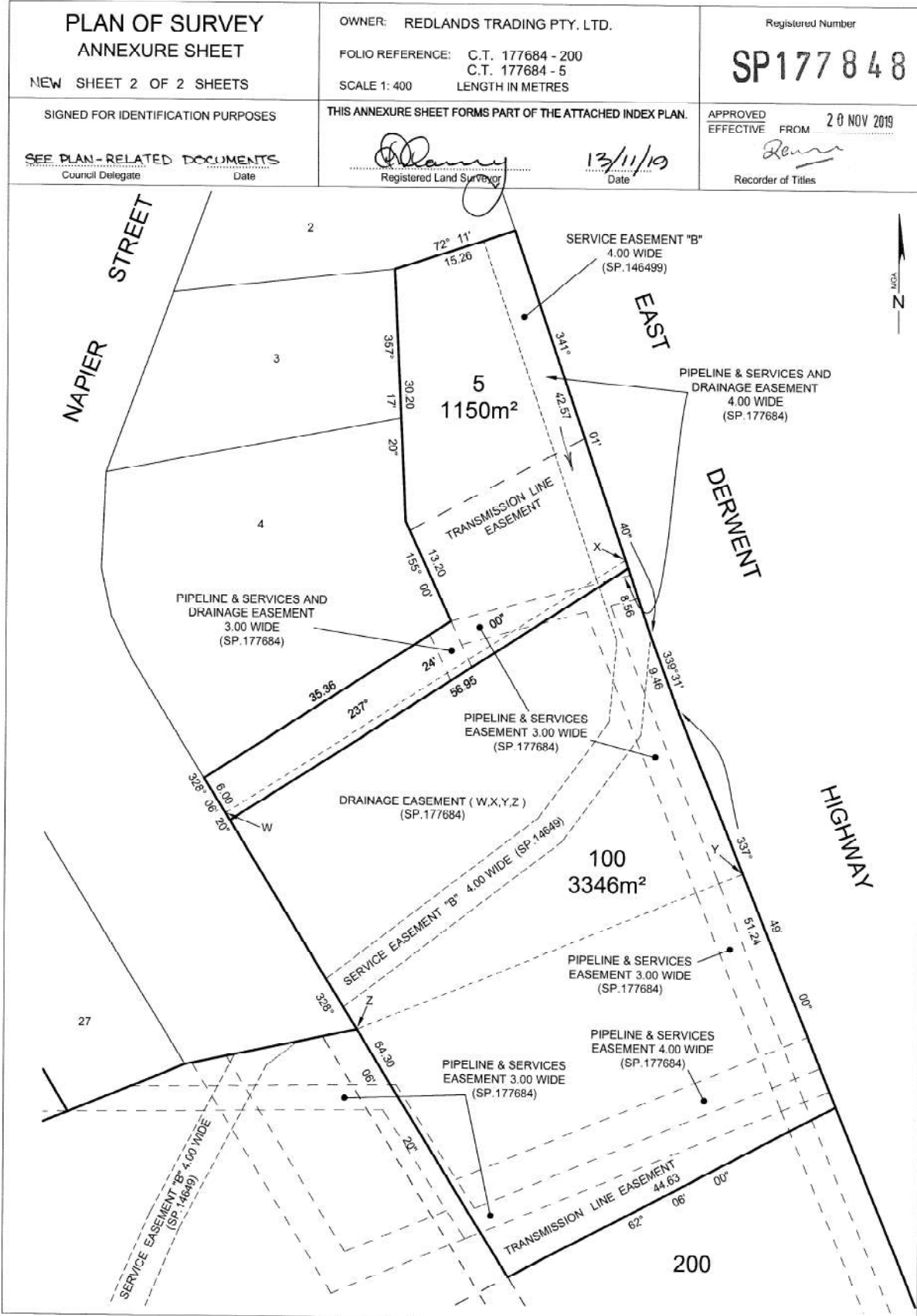
<p>OWNER: REDLANDS TRADING PTY. LTD.</p> <p>FOLIO REFERENCE: C.T. 177684 - 200, C.T. 177684 - 5</p> <p>GRANTEE: PART OF 2560 ACRES GRANTED TO GEORGE GREGSON</p>	<p align="center">PLAN OF SURVEY</p> <p>BY SURVEYOR: N. D. LEARY or LEARY AND COX SURVEYORS Unit G04 40 Mallet Street, HOBART TAS 7000 P 03 6118 2030 E admin@learyandcox.com</p> <p>LOCATION: CITY OF CLARENCE</p> <p>SCALE 1: 2000 LENGTHS IN METRES</p>	<p>REGISTERED NUMBER SP177848</p> <p>APPROVED EFFECTIVE FROM 20 NOV 2019</p> <p><i>Ren</i> Recorder of Titles</p>
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N. D. Leary 2/9/19
Registered Land Surveyor Date

C. Shea 11.11.2019
Council Delegate Date





<p>SCHEDULE OF EASEMENTS</p> <p>NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.</p>	<p>Registered Number</p> <p>SP 177684</p>
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EASEMENTS AND PROFITS

PAGE 1 OF 7 PAGES

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.

EXISTING EASEMENTS CARRIED FORWARD FROM CERTIFICATE OF TITLE VOLUME 172070 FOLIO 1

Lots 4, 5, 27, 100 and 200 on the Plan are subject to a Transmission Line Easement (as defined in Section 2 of the Hydro Electric Act 1944 and more fully set forth in Folios of the Register Volume 113442 Folio 15, Volume 120907 Folio 1 and Volume 143464 Folio 1) acquired by the Hydro Electric Commission over such parts of the Transmission Line Easement 60.00 Wide and Transmission Line Easements shown on the Plan as pass through Lots 4, 5, 27, 100 and 200 on the Plan.

Lots 2, 5, 100 and 200 on the Plan are subject to a Service Easement (as hereinafter defined) over the Service Easement "B" 4.00 wide shown on the Plan within such lots (appurtenant to the land in Certificate of Title Volume 146499 Folio 2).

Lot 100 on the Plan is subject to a Service Easement (as hereinafter defined) over the Service Easement "A" 4.00 wide shown on the Plan within such lot (appurtenant to the land in Certificate of Title Volume 172070 Folio 2).

Lot 100 on the Plan is subject to the right for Her Majesty the Queen (appurtenant to 1A-0R-16P of land acquired by Notification Gazetted on the 25th December 1946) to lay and maintain water pipes for the purpose of the Southern Regional Water Supply Act, 1946 on over or under the strips of land marked "Southern Regional Pipeline Easement" and "C D E F G H" on the Plan and to do all necessary works and things in connection therewith as may be authorised by the said Act provided that if Her said Majesty shall make good all damages caused to fences gates or other structures buildings or fixtures and will after completion of the said works clean up and remove all surplus equipment stores and materials from the said strips of land and all other land now or formerly owned by Alfred Emmanuel Butterworth which may be entered or occupied by Her said Majesty for the purposes of the said Act.

Lot 200 on the Plan is subject to a Right of Carriageway (appurtenant to the land comprised in Certificate of Title Volume 146499 Folio 2) over the Right of Way (Private) 4.00 wide shown on the Plan within such lot.



(USE ANNEXURE PAGES FOR CONTINUATION)

<p>SUBDIVIDER: REDLANDS TRADING PTY LTD</p> <p>FOLIO REF: VOL. 172070 FOL. 1</p> <p>SOLICITOR & REFERENCE: MURDOCH CLARKE (1603435)</p>	<p>PLAN SEALED BY: CLARENCE CITY COUNCIL</p> <p>DATE: 22.08.2019</p> <p>SD-2010/84</p> <p>REF NO. CMea Council Delegate</p>
<p>NOTE: The Council Delegate must sign the Certificate for the purposes of identification.</p>	

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 2 OF 7 PAGES</p>	<p>Registered Number</p> <p>SP177684</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 172070 FOLIO 1</p>	

**EXISTING COVENANTS CARRIED FORWARD FROM CERTIFICATE OF TITLE VOLUME 172070
FOLIO 1**

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.

NEW EASEMENTS CREATED

Lots 2 and 5 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 land marked PIPELINE & SERVICES AND DRAINAGE EASEMENT 4.00m WIDE shown passing through those lots on the Plan ("the Easement Land").

Lots 3, 4, 5, 9, and 200 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 land marked PIPELINE & SERVICES AND DRAINAGE EASEMENT 3.00m WIDE shown passing through those lots on the Plan ("the Easement Land").

Lot 5, 27, 100 and 200 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 land marked PIPELINE & SERVICES EASEMENT 3.00 WIDE shown passing through those Lots on the Plan ("the Easement Land").

Lot 200 on the Plan (the "Lot") is 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 the land marked PIPELINE & SERVICES EASEMENT 4.00 WIDE shown passing through Lot 200 on the Plan ("the Easement Land").

Lots 2 and 5 on the Plan are SUBJECT TO a **RIGHT OF DRAINAGE** in gross in favour of the Clarence City Council over those parts of the land marked PIPELINE & SERVICES AND DRAINAGE EASEMENT 4.00m WIDE shown passing through those lots on the Plan.

Lots 3, 4, 5, 9 and 200 on the Plan are SUBJECT TO a **RIGHT OF DRAINAGE** in gross in favour of the Clarence City Council over those parts of the land marked PIPELINE & SERVICES AND DRAINAGE EASEMENT 3.00m WIDE shown passing through those lots on the Plan.



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<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 3 OF 7 PAGES</p>	<p>Registered Number</p> <p>SP 177684</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 172070 FOLIO 1</p>	

Lot 5 on the Plan is SUBJECT TO a **RIGHT OF DRAINAGE** in gross in favour of the Clarence City Council over the DRAINAGE RESERVE marked WXYZ on Lot 5 on the Plan.

Lot 27 on the Plan is SUBJECT TO a **RIGHT OF DRAINAGE** in gross in favour of the Clarence City Council over the land marked DRAINAGE EASEMENT 3.00m WIDE shown passing through Lot 27 on the Plan.

FENCING PROVISION

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

DEFINITIONS

Service Easement means:

- (a) a right of drainage;
- (b) a right to pass sewage and waste products;
- (c) a pipeline easement which is the right for the owner for the time being of such lot at all times to enter upon such easement with or without workers, surveyors and others to pay pipes, valves, and fittings and such ancillary items as may be necessary within such easement for the purpose of conveying water to such lot and to inspect, cleanse, repair, replace or renew such pipes, valves and fittings and ancillary items doing as little damage as possible to the land;
- (d) a right for the said owner for the time being of such lot at all times to enter upon such easement with or without workers, agents and contractors of any provider of telecommunications and to install telecommunication cables leading to such lot together with such ancillary items as may be necessary (including poles, towers, cross-members, insulators, conductors and other apparatus either above or below the ground and to inspect, cleanse, repair, replace or renew such cables and all ancillary items doing as little damage as possible to the land;
- (e) a right for the said owner for the time being of such lots at all times to enter upon such easement with or without workers, agents and contractors of any company, business, authority or instrumentality which may supply gas to such lot to lay pipes, valves and fittings and such ancillary items as may be necessary within such easement for the purpose of conveying gas to such lot and to inspect, cleanse, repair, replace or renew such pipes, valves and fittings and all ancillary items doing as little damage as possible to the land; and
- (f) a right for the said owner for the time being of such lot at all times to enter upon such easement with or without workers, agents and contractors of any provider of electrical power and to erect, construct, place, inspect, alter, repair, renew, maintain and use in, upon, over, along and below the land of such easement for the purposes of conveying electrical power to such lot such cables, wires and such ancillary items as may be necessary (including poles, towers, cross-members, insulators, conductors and other apparatus) doing as little damage as possible to the land.

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>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 4 OF 7 PAGES</p>	<p>Registered Number</p> <p>SP 177684</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 172070 FOLIO 1</p>	

PIPELINE AND SERVICES EASEMENT is defined as follows:-

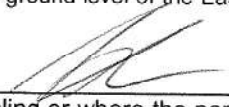
THE FULL RIGHT AND LIBERTY for the Transferee at all times to:

- (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:

- (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;

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.



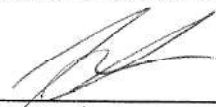
<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 5 OF 7 PAGES</p>	<p>Registered Number</p> <p>SP 177684</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 172070 FOLIO 1</p>	

- (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.

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;




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.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 6 OF 7 PAGES	Registered Number SP 177684
SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 172070 FOLIO 1	

- (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.

Signed by **REDLANDS TRADING PTY LTD**)
 (ACN 121 571 028) by their Attorney)
THOMAS HENRY JENKINS under)
 Power of Attorney No. PA112490 and the)
 said **THOMAS HENRY JENKINS** declares)
 that he has received no notice of)
 Revocation of the said Power of Attorney)
 in the presence of:)



Witness sign: 
 Full Name: LUKE GORDING
 Address: 10 VICTORIA ST, HOBART

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 align="center">ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p align="center">PAGE 7 OF 7 PAGES</p>	<p align="center">Registered Number</p> <p align="center">SP 177684</p>
<p>SUBDIVIDER: REDLANDS TRADING PTY LTD FOLIO REFERENCE: VOLUME: 172070 FOLIO 1</p>	

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

)
)
)
)

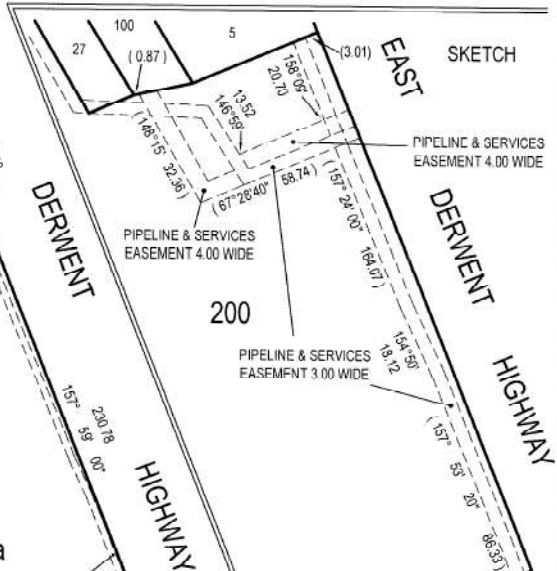
John
 DIRECTOR - JASON SMYTH
[Signature]
 Director
 Phillip Kramer

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.

[Signature] *[Signature]*

OWNER: REDLANDS TRADING PTY. LTD.	PLAN OF SURVEY BY SURVEYOR: N. D. LEARY of LEARY AND COX SURVEYORS Unit G04 40 Mole Street, HOBART TAS 7000 P. 03 5118 2030 E. admin@learyandcox.com	REGISTERED NUMBER SP177684
FOLIO REFERENCE: C.T. 172070 - 1		LOCATION: CITY OF CLARENCE
GRANTEE: PART OF 2560 ACRES GRANTED TO GEORGE GREGSON	SCALE 1: 2000 LENGTHS IN METRES	 Recorder of Titles

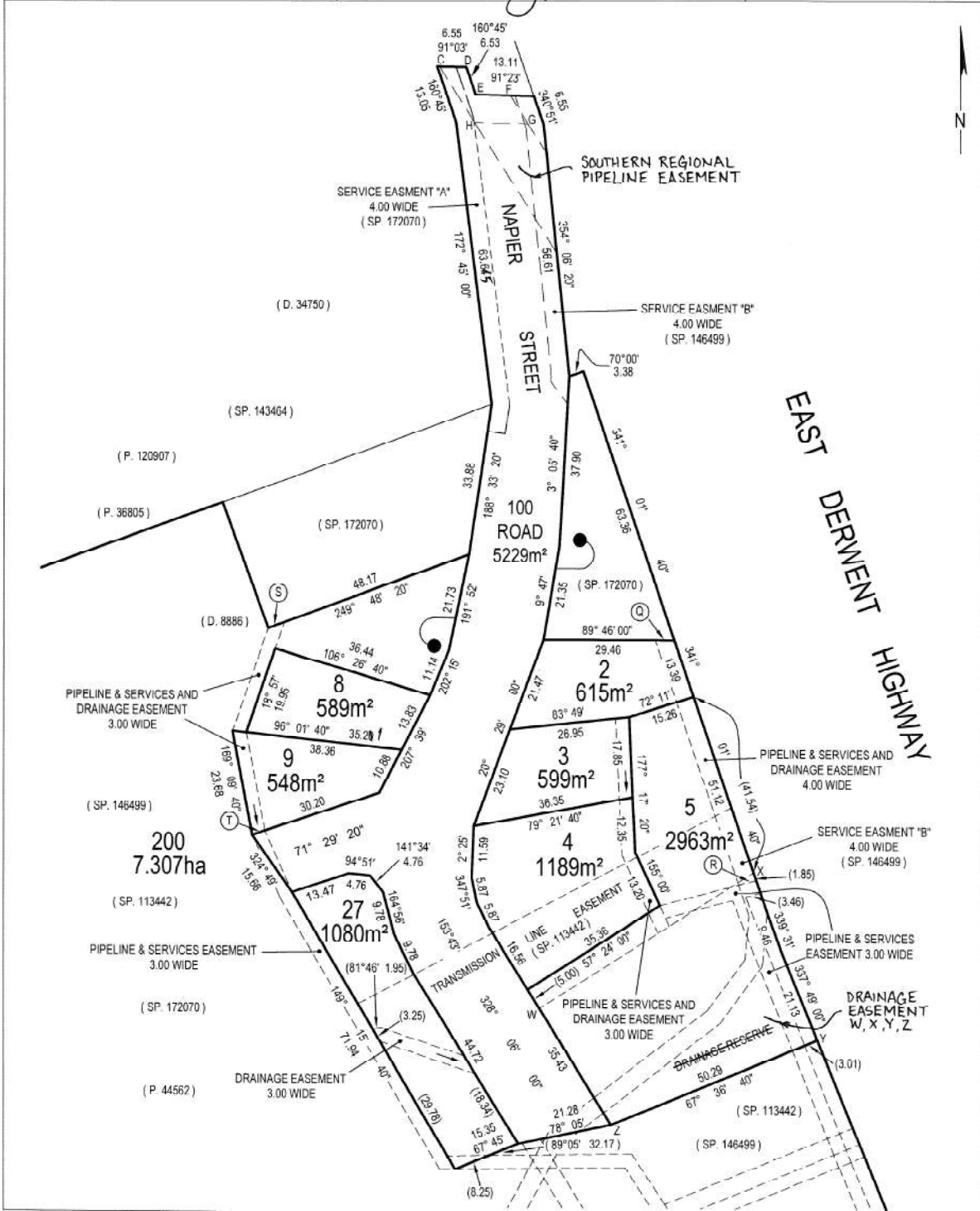
ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN



Registered Land Surveyor
 Date: 26/8/19

Council Delegate
 Date: 22.08.2019

<p>PLAN OF SURVEY ANNEXURE SHEET</p> <p>SHEET 1 OF 1 SHEETS</p>	<p>OWNER: REDLANDS TRADING PTY. LTD.</p> <p>FOLIO REFERENCE: C.T. 172070 - 1</p> <p>SCALE 1:800 LENGTH IN METRES</p>	<p>Registered Number</p> <p>SP 177684</p>
<p>SIGNED FOR IDENTIFICATION PURPOSES</p> <p><i>C. M. A.</i> 22.08.2019 Council Delegate Date</p>	<p>THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN.</p> <p><i>[Signature]</i> 25/8/19 Registered Land Surveyor Date</p>	<p>APPROVED EFFECTIVE FROM - 7 SEP 2019</p> <p><i>[Signature]</i> Recorder of Titles</p>



<p>SCHEDULE OF EASEMENTS</p> <p>NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.</p>	<p>Registered Number</p> <p>SP 172070</p>
---	--

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.

EXISTING EASEMENTS CARRIED FORWARD FROM CERTIFICATE OF TITLE VOLUME 146499 FOLIO 1

Lot 1 on the Plan is subject to a Transmission Line Easement (as defined in Section 2 of the Hydro Electric Act 1944 and more fully set forth in Folios of the Register Volume 113442 Folio 15, Volume 120907 Folio 1 and Volume 143464 Folio 1) acquired by the Hydro Electric Commission over such parts of the Transmission Line Easement 60.00 wide and Transmission Line Easements shown on the Plan as pass through Lot 1.

Lot 1 on the Plan is subject to a Right of Carriageway (appurtenant to the land comprised in Certificate of Title Volume 886 Folio 17) over the land marked M H C L on the Plan within such lot.

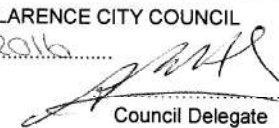
Lot 1 on the Plan is subject to a Right of Carriageway (appurtenant to the land comprised in Certificate of Title Volume 146499 Folio 2) over the Right of Way (Private) 4.00 wide shown on the Plan within such lot.

Lot 1 on the Plan is subject to a Right of Carriageway (appurtenant to the land comprised in Certificate of Title Volume 886 Folio 17) over the land marked C D E A B H on the Plan within such lot.

Lot 1 on the Plan is subject to a Service Easement (as hereinafter defined) over the Service Easement 4.00 wide shown on the Plan within such lot (appurtenant to the land in Certificate of Title Volume 146499 Folio 2).

Lot 1 on the Plan is subject to a Right of Carriageway (appurtenant to the land comprised in Certificate of Title Volume Volume 143464 Folio 2) over the Right of Way (Private) marked L D E H M on the Plan within such lot.

(USE ANNEXURE PAGES FOR CONTINUATION)

<p>SUBDIVIDER: STUART HOBSON & THEA LUCY ROCKLIFF</p> <p>FOLIO REF: VOL. 146499 FOL. 1</p> <p>SOLICITOR & REFERENCE: MURDOCH CLARKE (1400121)</p>	<p>PLAN SEALED BY: CLARENCE CITY COUNCIL</p> <p>DATE: 14-10-2016</p> <p>50-2010-184</p> <p>REF NO. </p> <p>Council Delegate</p>
---	--

NOTE: The Council Delegate must sign the Certificate for the purposes of identification.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 4 PAGES	Registered Number SP 172070
SUBDIVIDER: STUART HOBSON & THEA LUCY ROCKLIFF FOLIO REFERENCE: VOLUME: 146499 FOLIO 1	

Lot 1 on the Plan is subject to the right for Her Majesty the Queen (appurtenant to 1A-0R-16P of land acquired by Notification Gazetted on the 25th December 1946) to lay and maintain water pipes for the purpose of the Southern Regional Water Supply Act, 1946 on over or under the strips of land marked "Southern Regional Pipeline Easement" and "C D E F G H" on the Plan and to do all necessary works and things in connection therewith as may be authorised by the said Act provided that if Her said Majesty shall make good all damages caused to fences gates or other structures buildings or fixtures and will after completion of the said works clean up and remove all surplus equipment stores and materials from the said strips of land and all other land now or formerly owned by Alfred Emmanuel Butterworth which may be entered or occupied by Her said Majesty for the purposes of the said Act.

~~**EXISTING FENCING CONDITIONS AND PROVISIONS CARRIED FORWARD FROM
CERTIFICATE OF TITLE VOLUME 146499 FOLIO 1**~~

~~Lot 1 and 2 on the Plan are subject to the fencing conditions in Sealed Plans 146499 and 143456 and in Transfers A18221 and B786285~~

**EXISTING COVENANTS CARRIED FORWARD FROM CERTIFICATE OF TITLE VOLUME
146499 FOLIO 1**

The owner of each Lot on the Plan covenants with the Vendors (Stuart Hobson and Thea Rockliff) 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.

NEW EASEMENTS CREATED

Lot 1 on the plan is subject to a right of carriage way in favour of Lot 2 on the Plan over the strip of land marked Service Easement & Right of Way (Private) 4.00 wide.

Lot 2 on the plan is together with a right of carriage way over the strip of land passing through Lot 1 on the Plan marked Service Easement & Right of Way (Private) 4.00 wide.

Lot 1 on the plan is subject to a Service Easement (as hereinafter defined) in favour of Lot 2 on the Plan over the strip of land marked Service Easement & Right of Way (Private) 4.00 wide.

Lot 2 on the plan is together with a Service Easement (as hereinafter defined) over the strip of land passing through Lot 1 on the Plan marked Service Easement & Right of Way (Private) 4.00 wide.

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.

Stuart Hobson

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 3 OF 4 PAGES</p>	<p>Registered Number</p> <p>SP 172070</p>
<p>SUBDIVIDER: STUART HOBSON & THEA LUCY ROCKLIFF FOLIO REFERENCE: VOLUME: 146499 FOLIO 1</p>	

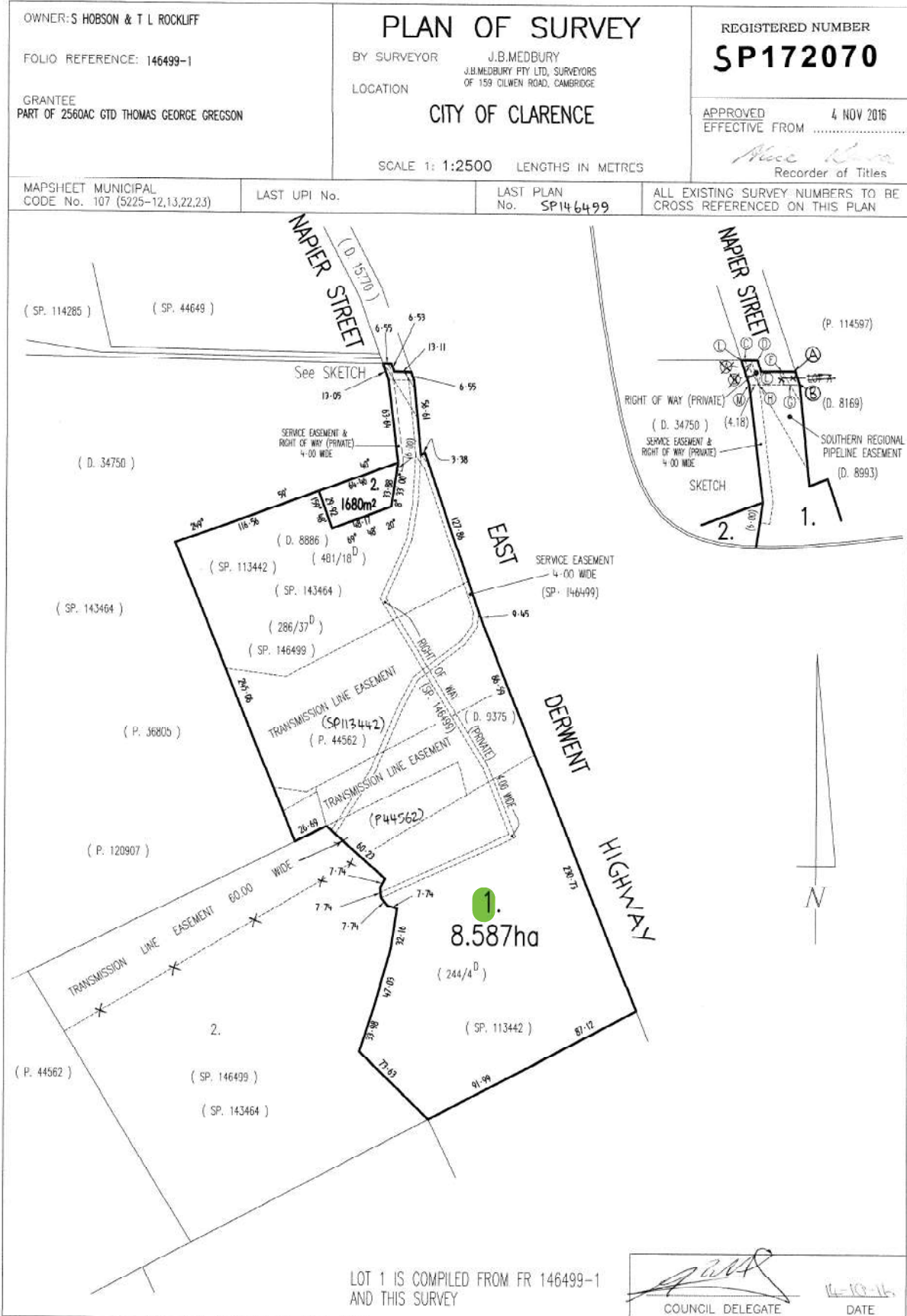
DEFINITIONS

Service Easement means:

- (a) a right of drainage;
- (b) a right to pass sewage and waste products;
- (c) a pipeline easement which is the right for the owner for the time being of such lot at all times to enter upon such easement with or without workers, surveyors and others to lay pipes, valves, and fittings and such ancillary items as may be necessary within such easement for the purpose of conveying water to such lot and to inspect, cleanse, repair, replace or renew such pipes, valves and fittings and ancillary items doing as little damage as possible to the land;
- (d) a right for the said owner for the time being of such lot at all times to enter upon such easement with or without workers, agents and contractors of any provider of telecommunications and to install telecommunication cables leading to such lot together with such ancillary items as may be necessary (including poles, towers, cross-members, insulators, conductors and other apparatus either above or below the ground and to inspect, cleanse, repair, replace or renew such cables and all ancillary items doing as little damage as possible to the land;
- (e) a right for the said owner for the time being of such lots at all times to enter upon such easement with or without workers, agents and contractors of any company, business, authority or instrumentality which may supply gas to such lot to lay pipes, valves and fittings and such ancillary items as may be necessary within such easement for the purpose of conveying gas to such lot and to inspect, cleanse, repair, replace or renew such pipes, valves and fittings and all ancillary items doing as little damage as possible to the land; and
- (f) a right for the said owner for the time being of such lot at all times to enter upon such easement with or without workers, agents and contractors of any provider of electrical power and to erect, construct, place inspect, alter, repair, renew, maintain and use in, upon, over, along and below the land of such easement for the purposes of conveying electrical power to such lot such cables, wires and such ancillary items as may be necessary (including poles, towers, cross-members, insulators, conductors and other apparatus) doing as little damage as possible to the land.



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SCHEDULE OF EASEMENTS	Registered Number SP146499
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	

PAGE 1 OF 5 PAGE/S
5

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.

Lots 1 and 2 on the Plan are each:-

(as defined in Section 2 of the Hydro Electric Act 1944 and

Subject to a Transmission Line Easement (more fully set forth in Folios of the Register Volume 113442 Folio 15, Volume 120907 Folio 1 and Volume 143464 Folio 1) acquired by the Hydro Electric Commission over such parts of the Transmission Line Easements shown on the Plan as pass through such Lots.

Lot 1 on the Plan is:-

Subject to a Right of Carriageway (appurtenant to the land comprised in Certificate of Title Volume 886 Folio 17) over the land marked MHCL on the plan within such lot.

Subject to Right of carriageway (appurtenant to Lot 2 on the Plan) over the Right of Way (Private) 4.00 wide shown on the Plan.


Subject to a Right of Carriageway (appurtenant to the land comprised in Certificate of Title Volume 886 Folio 17) over the land marked ~~Lot A and~~ C D E A B H on the plan within such lot.

Subject to a Service Easement (as herein defined) over the Service Easement 4.00 wide shown on the Plan (appurtenant to Lot 2 on the plan).

Lot 2 on the Plan is:

Together with a Right of carriageway over the Right of Way (Private) 4.00 wide as passing through Lot 1 on the Plan.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: S. Hobson and T. L. Rockliff	PLAN SEALED BY: Clarence City Council
FOLIO REF: 143464/1	DATE: 3-4-2006
SOLICITOR & REFERENCE: Page Seager - R. Brown - 03-2601	SD: 2005/27... REF NO.
	 Council Delegate

NOTE: The Council Delegate must sign the Certificate for the purposes of identification.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 5 PAGES 5	Registered Number SP 146499
SUBDIVIDER: S. Hobson and T. L Rockliff FOLIO REFERENCE: 143464/1	

Together with a Service Easement (as herein defined) over the Service Easement 4.00 wide shown on the Plan.

Lot 1 on the Plan is:-

Subject to a Right of carriageway (appurtenant to the land comprised in Folio of the Register Volume 143464 Folio 2) over the Right of Way (Private) marked L, D, E, H, M on the Plan.

~~Subject to the Right for Her Majesty the Queen for the purposes of the Southern Regional Water Supply Act (more fully set forth in Folio of the register Volume 120907 Folio 1) over the strip of land marked Southern Regional Pipeline Easement within such Lot.~~

EASEMENTS CONTINUED ON PAGE 5

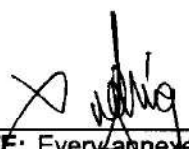
Fencing Provision:-

In respect of the Lots on the Plan the Vendors Stuart Hobson and Thea Lucy Rockliff shall not be required to fence.

Covenant

The owner of each Lot on the Plan covenants with the Vendors (Stuart Hobson and Thea Rockliff) 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~~
~~not to permit or cause to be permitted or to allow access from any Lot to the East Derwent Highway.~~




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>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 3 OF 5 PAGES 5</p>	<p>Registered Number</p> <p>SP 146499</p>
<p>SUBDIVIDER: S.Hobson and T.L Rockcliff FOLIO REFERENCE: 143464/1</p>	

Service Easement means:-

- a) a right of drainage;
- b) a right to pass sewage and waste products;
- c) a pipeline easement which is the right for the owner for the time being of such lot at all times to enter upon such easement with or without workers, surveyors and others to lay pipes, valves, and fittings and such ancillary items as may be necessary within such easement for the purpose of conveying water to such lot and to inspect, cleanse, repair, replace or renew such pipes, valves and fittings and ancillary items doing as little damage as possible to the land;
- d) a right for the said owner for the time being of such lot at all times to enter upon such easement with or without workers, agents and contractors of any provider of telecommunications and to install telecommunication cables leading to such lot together with such ancillary items as may be necessary (including poles, towers, cross-members, insulators, conductors and other apparatus either above or below the ground and to inspect, cleanse, repair, replace or renew such cables and all ancillary items doing as little damage as possible to the land;
- e) a right for the said owner for the time being of such lot at all times to enter upon such easement with or without workers, agents and contractors of any company, business, authority or instrumentality which may supply gas to such lot to lay pipes, valves and fittings and such ancillary items as may be necessary within such easement for the purpose of conveying gas to such lot and to inspect, cleanse, repair, replace or renew such pipes, valves and fittings and all ancillary items doing as little damage as possible to the land; and
- f) a right for the said owner for the time being of such lot at all times to enter upon such easement with or without workers, agents and contractors of any provider of electrical power and to erect, construct, place inspect, alter, repair, renew, maintain and use in, upon, over, along and below the land of such easement for the purposes of conveying electrical power to such lot such cables, wires and such ancillary items as may be necessary (including poles, towers, cross-members, insulators, conductors and other apparatus) doing as little damage as possible to the land.

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.

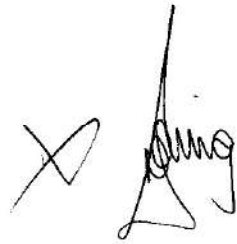
ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 5 PAGES 5	Registered Number SP146499
SUBDIVIDER: S.Hobson and T.L Rockcliff FOLIO REFERENCE: 143464/1	

Signed by **STUART HOBSON** and **THEA LUCY ROCKLIFF** the registered proprietors)
 of the land in Folio of the register Volume)
 143464 Folio 1 by their Attorney **RAYMOND ALLAN BROWN** pursuant to Power of)
 Attorney No. PA1147 who hereby certifies)
 that he has received no notice of revocation)
 thereof in the presence of)



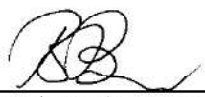
Witness: Anna Maria Di Marco
 Witness Name: Anna Maria Di Marco
 Witness Address: 162 Macquarie St Hobart
 Witness Occupation: Law Clerk

Signed for and on behalf of **CONNECT CREDIT UNION OF TASMANIA LIMITED** as)
 Mortgagee pursuant to Mortgage Number C252784)
 by its Attorney ~~Geoffrey William Saunders~~ ^{David John Anning} under)
 Power No. 71/4690 (and the said ~~Geoffrey~~ ^{David John Anning})
~~William Saunders~~ declares that he has received)
 no notice of revocation of the said Power) in the)
 presence of:)



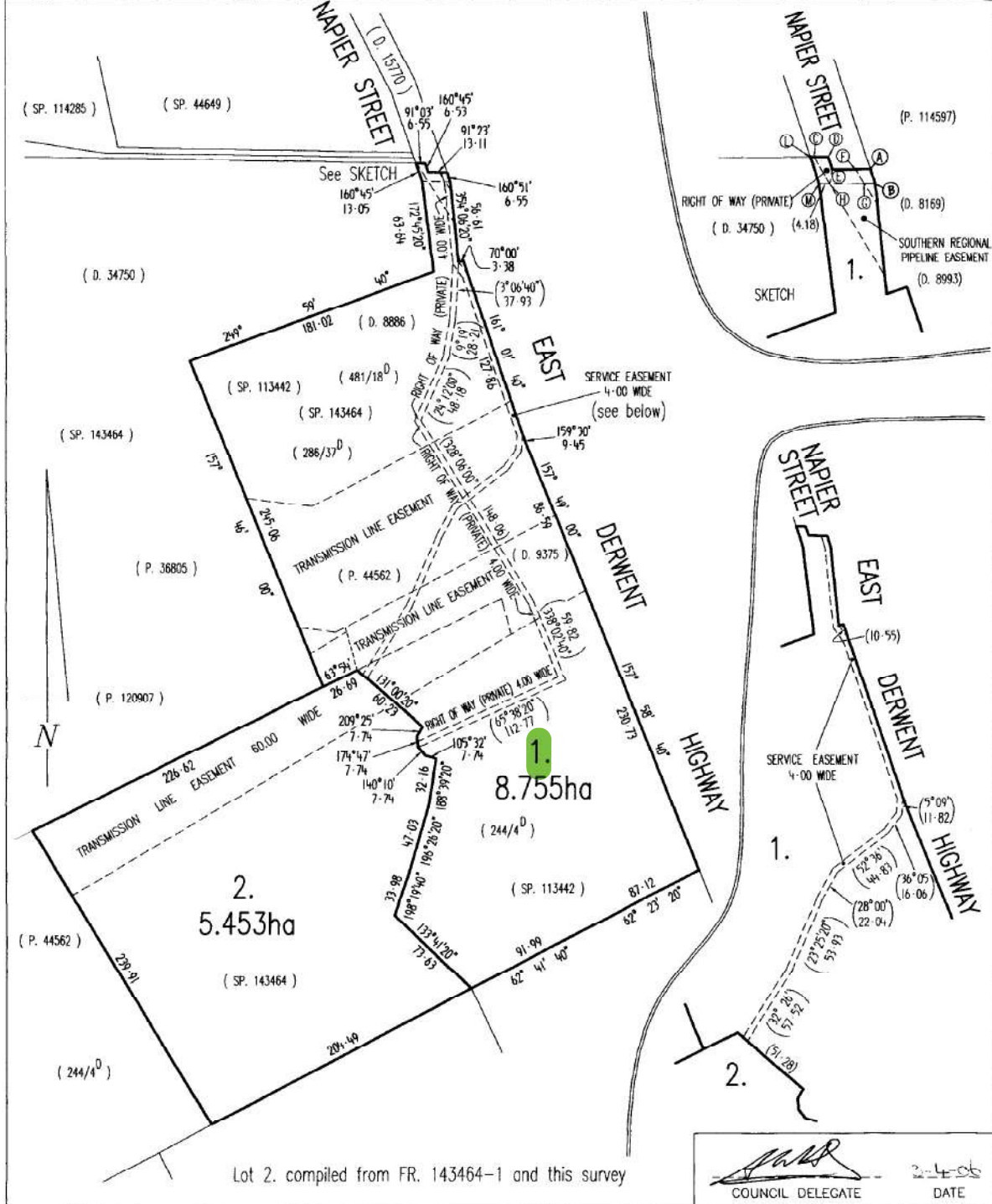
Witness Signature: Shelley Scott
 Full Name: Shelley Scott
 Address: Securities Supervisor
 Occupation: Level 8, 39 Murray St Hobart

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>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 5 OF 5 PAGES</p>	<p>Registered Number</p> <p>SP 146499</p>
<p>SUBDIVIDER: - STUART HOBSON and THEA LUCY ROCKLIFF</p> <p>FOLIO REFERENCE: - 143464/1</p>	
<p>EASEMENTS (continued)</p> <p>Lot 1 on the plan is subject to the right for Her Majesty the Queen (appurtenant to 1A-OR-16P of land acquired by Notification gazetted on the 25th December, 1946) to lay and maintain water pipes for the purpose of the Southern Regional Water Supply Act, 1946 on over or under the strips of land marked "Southern Regional Pipeline Easement" and "C D E F G H" on the plan and to do all necessary works and things in connection therewith as may be authorised by the said Act provided that Her said Majesty shall make good all damages caused to fences gates or other structures buildings or fixtures and will after completion of the said works clean up and remove all surplus equipment stores and materials from the said strips of land and all other land now or formerly owned by Alfred Emmanuel Butterworth which may be entered or occupied by Her said Majesty for the purposes of the said Act.</p>	
<p>NOTE: - Every annexed sheet 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>	

OWNER S. Hobson & T.I. Rockliff FOLIO REFERENCE 143464-1 GRANTEE Part of 2560 acres granted to Thomas George Gregson	PLAN OF SURVEY BY SURVEYOR J.B. MEDBURY J.B. MEDBURY P/L SURVEYORS OF 224 CAMPBELL STREET, HOBART LOCATION CITY OF CLARENCE		REGISTERED NUMBER SP146499
	SCALE 1: 2500 LENGTHS IN METRES		APPROVED EFFECTIVE FROM - 2 JUN 2006 <i>Alice Kawa</i> Recorder of Titles
MAPSHEET MUNICIPAL (5225-13,23) CODE No. 107 (5225-12,22)	LAST UPI No. 1423497	LAST PLAN No. SP143464	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN



COUNCIL APPROVAL

Registered Number

SP 143464

{Insert any qualification to the permit under section 83(5), section 109 or section 111 of the Local Government (Building & Miscellaneous Provisions) Act 1993 }

The subdivision shown in this plan is approved UNDER SECTION 111 TO ENABLE LOT 1 x LOT 2 TO FORM SINGLE PARCELS

Council cannot provide a supply of water
Council cannot provide a means of sewerage or drainage

In witness whereof the common seal of Clarence City Council has been affixed, pursuant to a resolution of the Council of the said municipality passed the 23rd day of July 2004, in the presence of us

Member
Member Alex Van Der Heik Corporate Secretary Clarence City Council
General Manager 38 Bligh Street Rosny Park 7018

Council Reference SP 2004/6

NOMINATIONS

For the purpose of section 88 of the Local Government (Building & Miscellaneous Provisions) Act 1993 the owner has nominated

PAGE SEAGER Solicitor to act for the owner
J. B. MEDBURY P/L Surveyor to act for the owner

OFFICE EXAMINATION:

Indexed

Computed

Examined 16/6/05

PROPOSED NEW DWELLING 1a & ATTACHED CARPORT 10a AT ADDRESS 10 LOWLYNN COURT, GEILSTON BAY C.T. 180493-42



DRAWING SHEETS

- A00 COVER PAGE
- A01 SITE PLAN
- A02 DRAINAGE PLAN
- A03 GROUND FLOOR PLAN
- A03a FIRST FLOOR PLAN
- A04 ROOF PLAN
- A05 SECTION
- A06 ELEVATIONS
- A07 ELECTRICAL PLAN - GROUND FLOOR
- A07a ELECTRICAL PLAN - FIRST FLOOR
- A08 SETOUT
- A09 BAL PLAN
- A10 BAL 12.5 CONSTRUCTION NOTES

COMPLIANCE SHEETS

- B01 STAIR NOTES
- B02 BALUSTRADE NOTES
- B03 WET AREA NOTES
- B04 GENERAL SPECIFICATIONS

MUNICIPALITY: CLARENCE
 PLANNING SCHEME: TASMANIAN PLANNING SCHEME
 ZONING: GENERAL RESIDENTIAL
 OVERLAYS: PRIORITY VEGETATION AREA
 BUSHFIRE-PRONE AREAS
 AIRPORT OBSTACLE LIMITATIONS AREA

SOIL CLASSIFICATION: **M** GES GEO-ENVIRONMENTAL SOLUTIONS APR 2026
 WIND CLASSIFICATION: **N2** GES GEO-ENVIRONMENTAL SOLUTIONS APR 2026
 BAL: **12.5** GES GEO-ENVIRONMENTAL SOLUTIONS MAY 2026



LOCATION PLAN: NTS



14 Mertonvale Circuit, Kingston
 e: sales@mavericbuilders.com.au
 ph: 03 6229 1430

DO NOT SCALE

REV	DESCRIPTION	DATE

E AKINYI

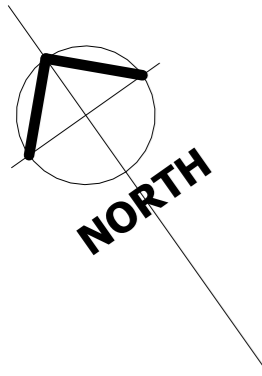
 10 LOWLYNN COURT,
 GEILSTON BAY

COVER PAGE

Project number	J2203
Date	12/06/2026
Drawn by	AW
Scale	NA

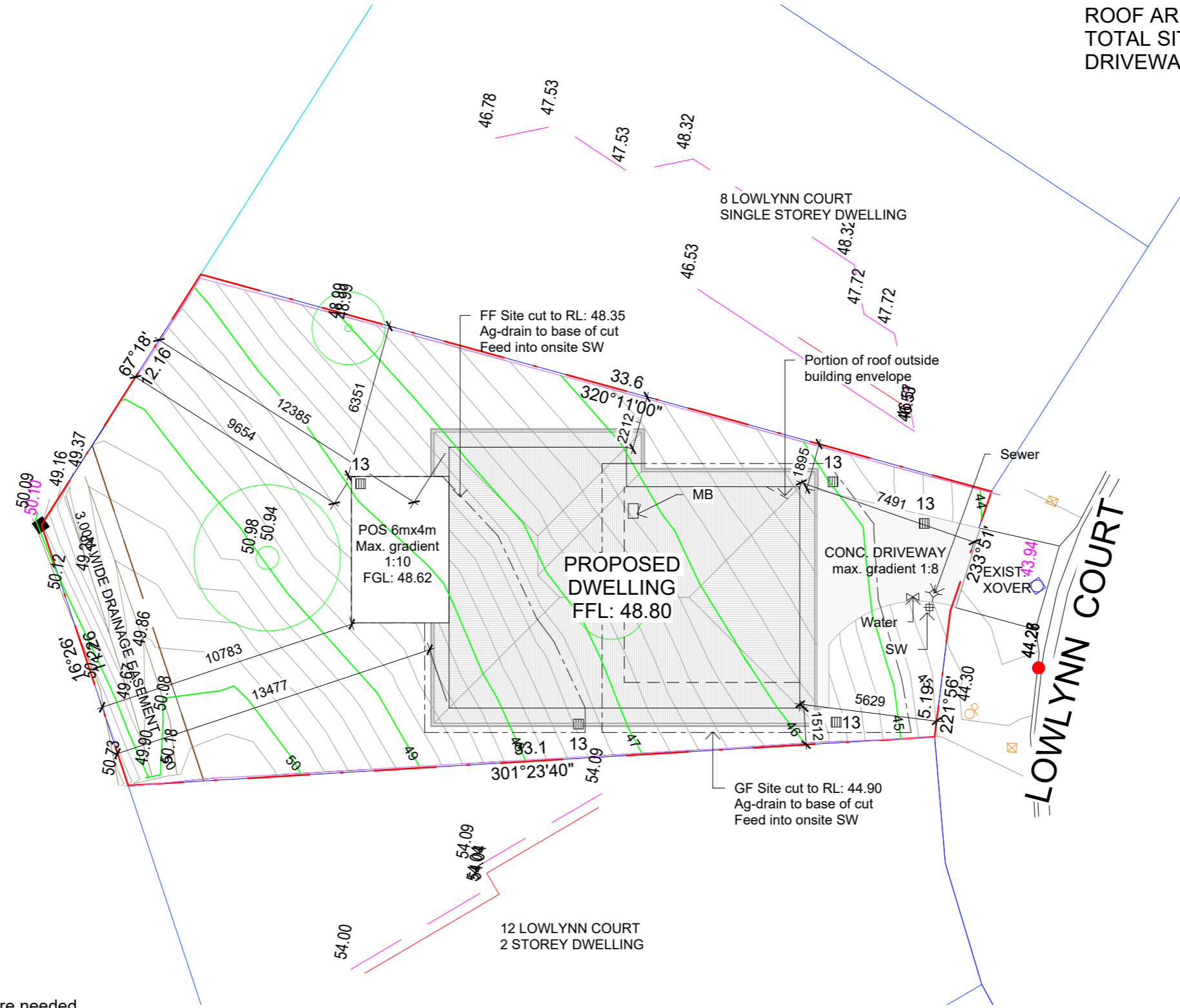
SHEET No.

A00



C.T. 180493-42

SITE AREA	567m ²
ROOF AREA	138.1m ²
TOTAL SITE COVERAGE	24.35%
DRIVEWAY	34.5m ²



NOTE:
 Upgrade Water, Sewer & SW lids to trafficable, where needed
 As selected obscure glazing or externally fixed screens to Bed 3 windows & Lounge window as noted on Page A03a in accordance with Clause 8.4.6



BEWARE OF UNDERGROUND SERVICES
 THE LOCATION OF UNDER GROUND SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT LOCATION SHOULD BE PROVEN ON SITE BY THE RELEVANT AUTHORITIES. NO GUARANTEE IS GIVEN THAT ALL SERVICES ARE SHOWN.



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 DO NOT SCALE

REV	DESCRIPTION	DATE

E AKINYI
10 LOWLYNN COURT,
GEILSTON BAY

SITE PLAN		SHEET No.
Project number	J2203	
Date	12/06/2026	
Drawn by	AW	
Scale	1 : 200	

DRAINAGE LEGEND

- 1 WC - 100mm
- 2 HANDBASIN - 40mm
- 3 SHOWER - 50mm
- 4 BATH - 40mm
- 5 LAUNDRY TROUGH - 50mm
- 6 WASHING MACHINE
- 7 KITCHEN SINK - 50mm
- 8 VENT - 50mm
- 9 TAP CHARGED ORG min 150mm below FFL
- 10 RAINWATER PIPE
- 11 INSPECTION OPENING TO GROUND LEVEL - 100mm
- 12 DOWNPIPE - 90mm
- 13 450mm GRATED PIT
- 14 SPREADER PIPE - 90mm
- 15 150mm GRATED DRAIN
- 16 DISHWASHER
- 17 STACK
- 18 DRAIN FOR HWS & AIR-CONDITIONER
- 19 TAP FOR FRIDGE
- 20 FLOOR WASTE
- 21 EXTERNAL TAP

NOTE -

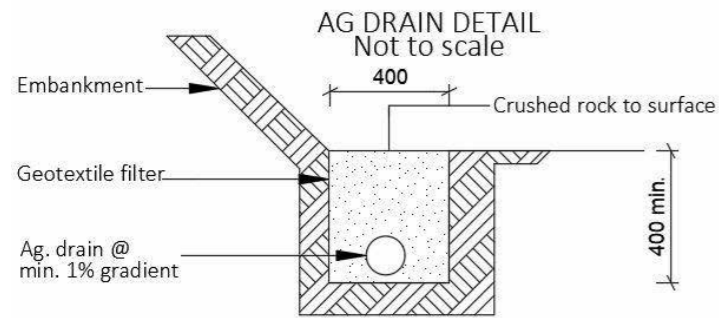
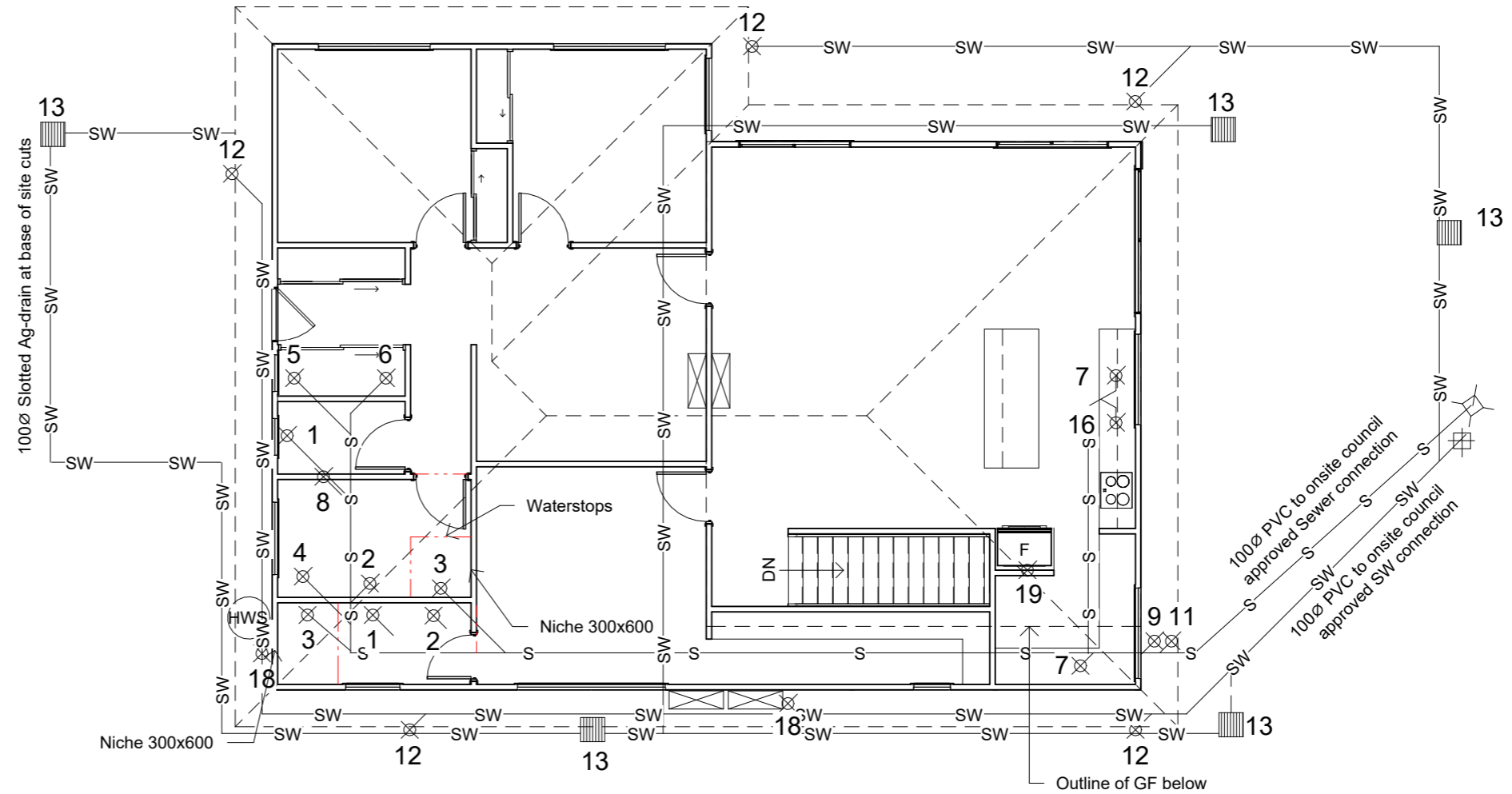
Location of drainage pipes indication only of type and direction.
Contractor to verify the location of drainage pipes within existing boundary of site.

Gutters & Downpipes to comply with NCC Housing Provisions Part 7.4

PLUMBER TO CONFIRM ALL DETAILS ON SITE PRIOR TO COMMENCING ANY WORK AND BE INSPECTED AND APPROVED BY A QUALIFIED ENGINEER.

Notes:

Showers to be enclosed with tiled bases



All materials and construction to comply with AS/NZS3500,3,2,:2018 and to be inspected and approved by a qualified engineer.



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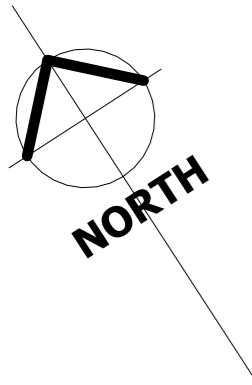
REV	DESCRIPTION	DATE

E AKINYI
10 LOWLYNN COURT,
GEILSTON BAY

DRAINAGE PLAN

Project number	J2203
Date	12/06/2026
Drawn by	AW
Scale	1 : 100

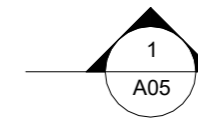
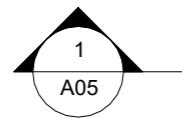
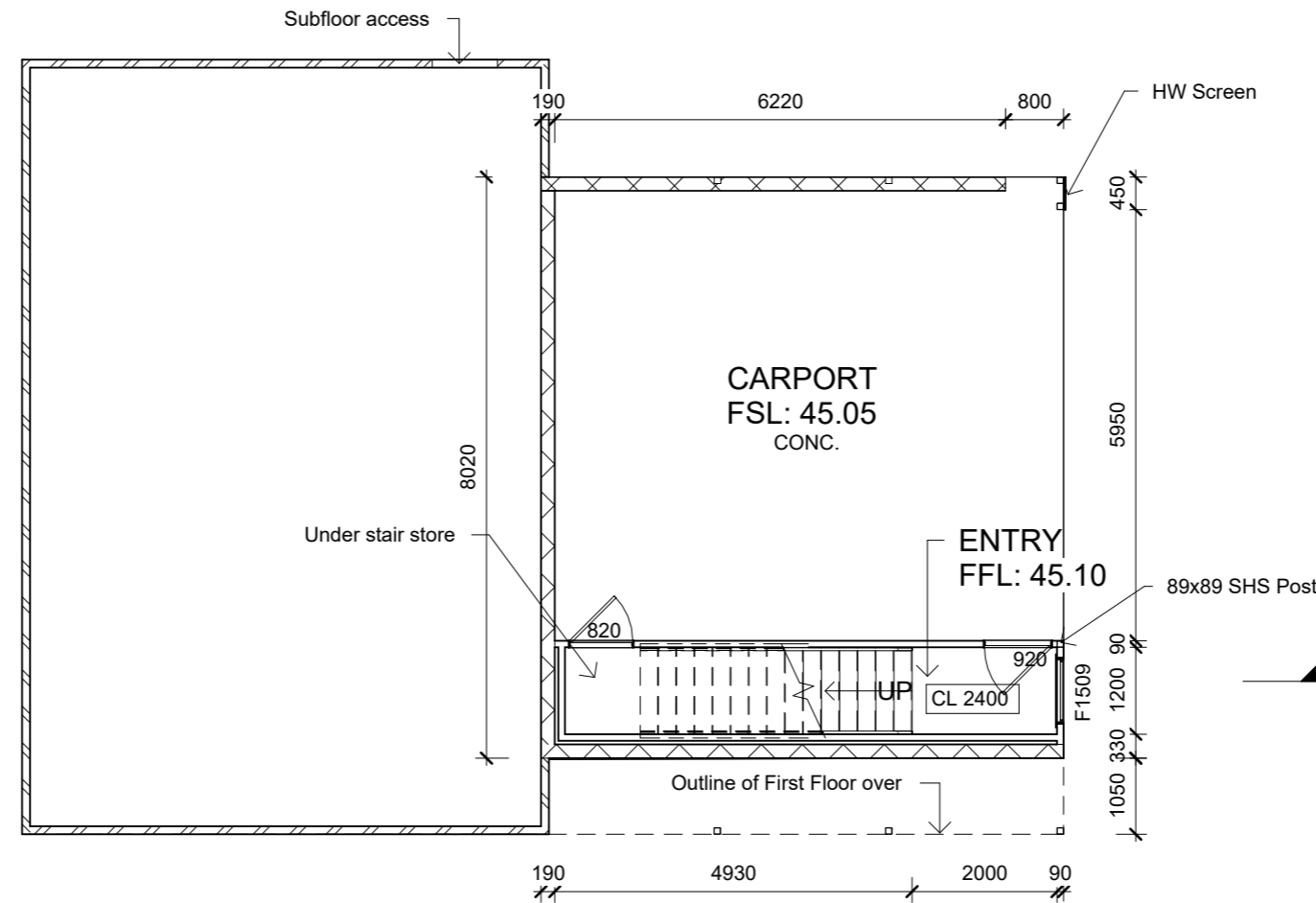
SHEET No.
A02



GROUND FLOOR AREA 11.39m²
 FIRST FLOOR AREA 146.78m²
 TOTAL FLOOR AREA 158.17m²
 CARPORT 46.14m²

Key - Wet areas
 Tiles to be selected by owner
 All wet areas need to be covered
 with a waterproof membrane in
 accordance with AS 3740

 C. Carpet & underlay
 LF. Laminate flooring & underlay



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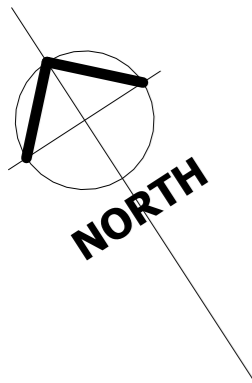
REV	DESCRIPTION	DATE

E AKINYI
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GROUND FLOOR PLAN

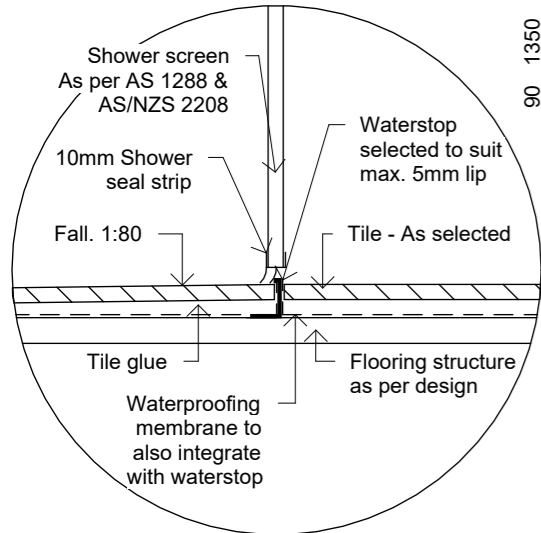
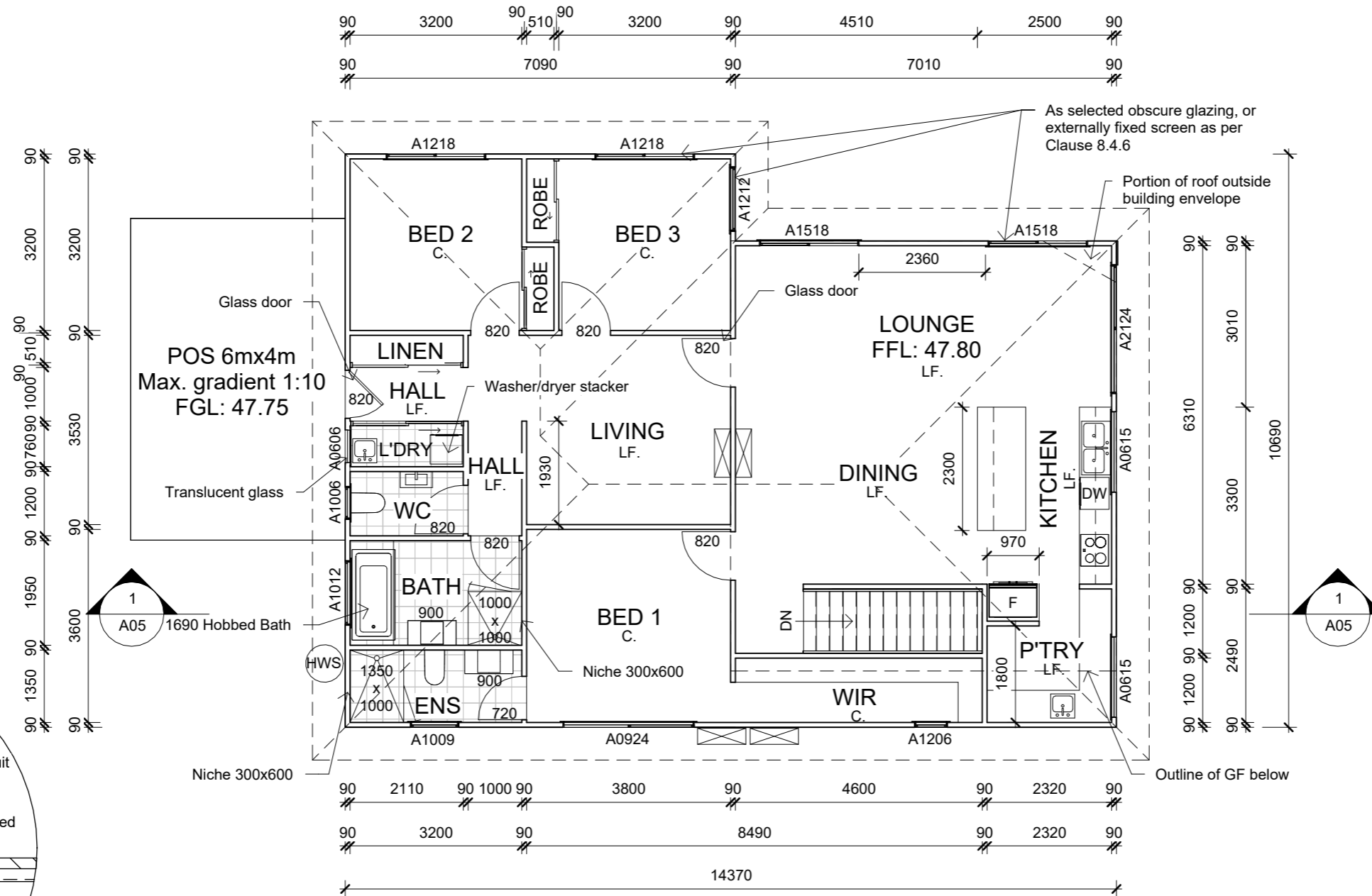
Project number	J2203
Date	12/06/2026
Drawn by	AW
Scale	1:100

SHEET No.
 A03



GROUND FLOOR AREA 11.39m²
 FIRST FLOOR AREA 146.78m²
 TOTAL FLOOR AREA 158.17m²
 CARPORT 46.14m²

Key - Wet areas
 Tiles to be selected by owner
 All wet areas need to be covered with a waterproof membrane in accordance with AS 3740
 C. Carpet & underlay
 LF. Laminate flooring & underlay



ENCLOSED SHOWER - DOOR DETAIL for Step-free & Hob-free Shower 1:5

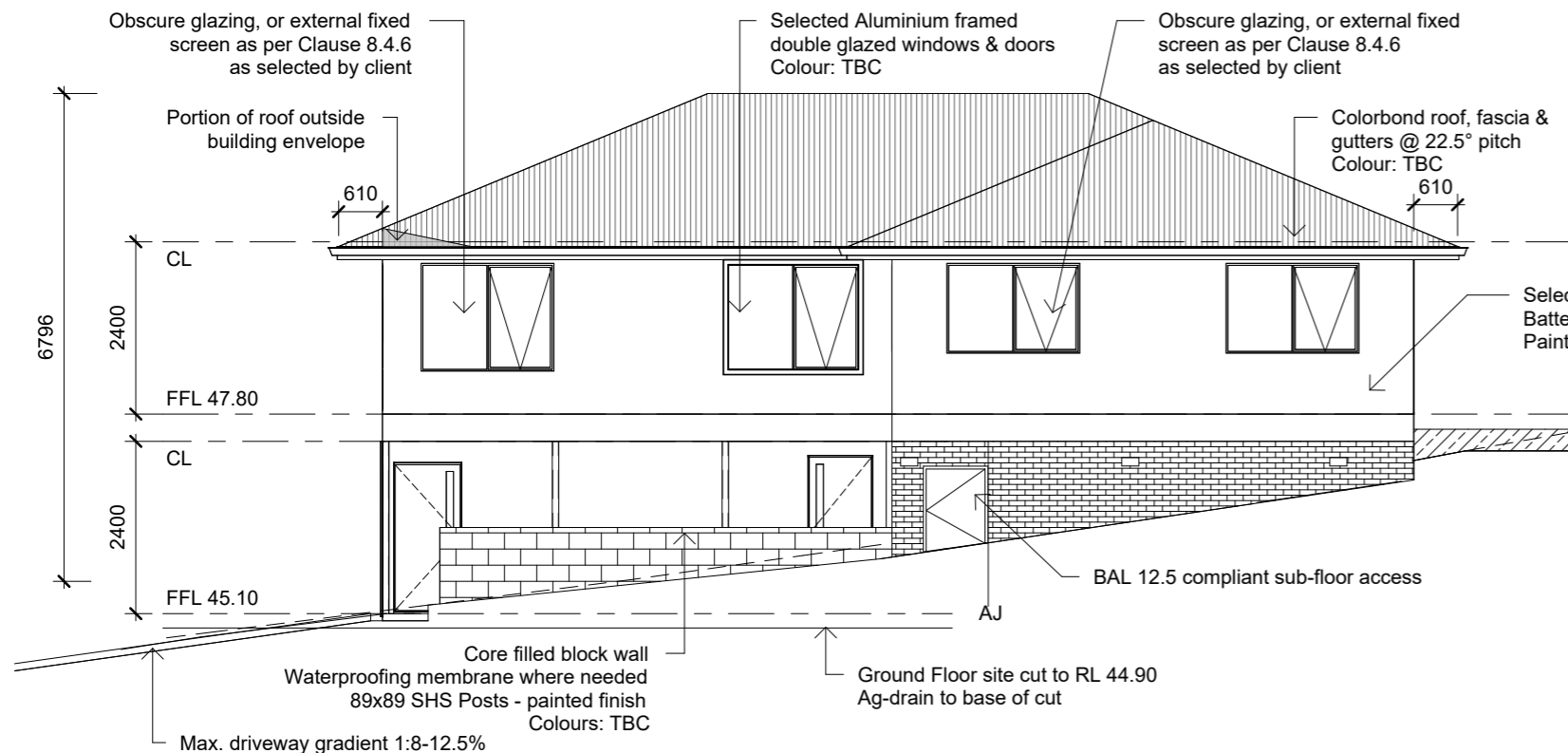
Notes:
 Roof to allow for future solar panels
 Ensuite & Bath showers enclosed with tiled bases. Set down shower floors to accommodate 1:80 fall to waste
 Bath shower to be hobless & step-free
 Kitchen - refer to joinery quote
 Internal & external air-conditioner units
 Additional noggins to Bathrooms as per NCC Part H8P1(f)

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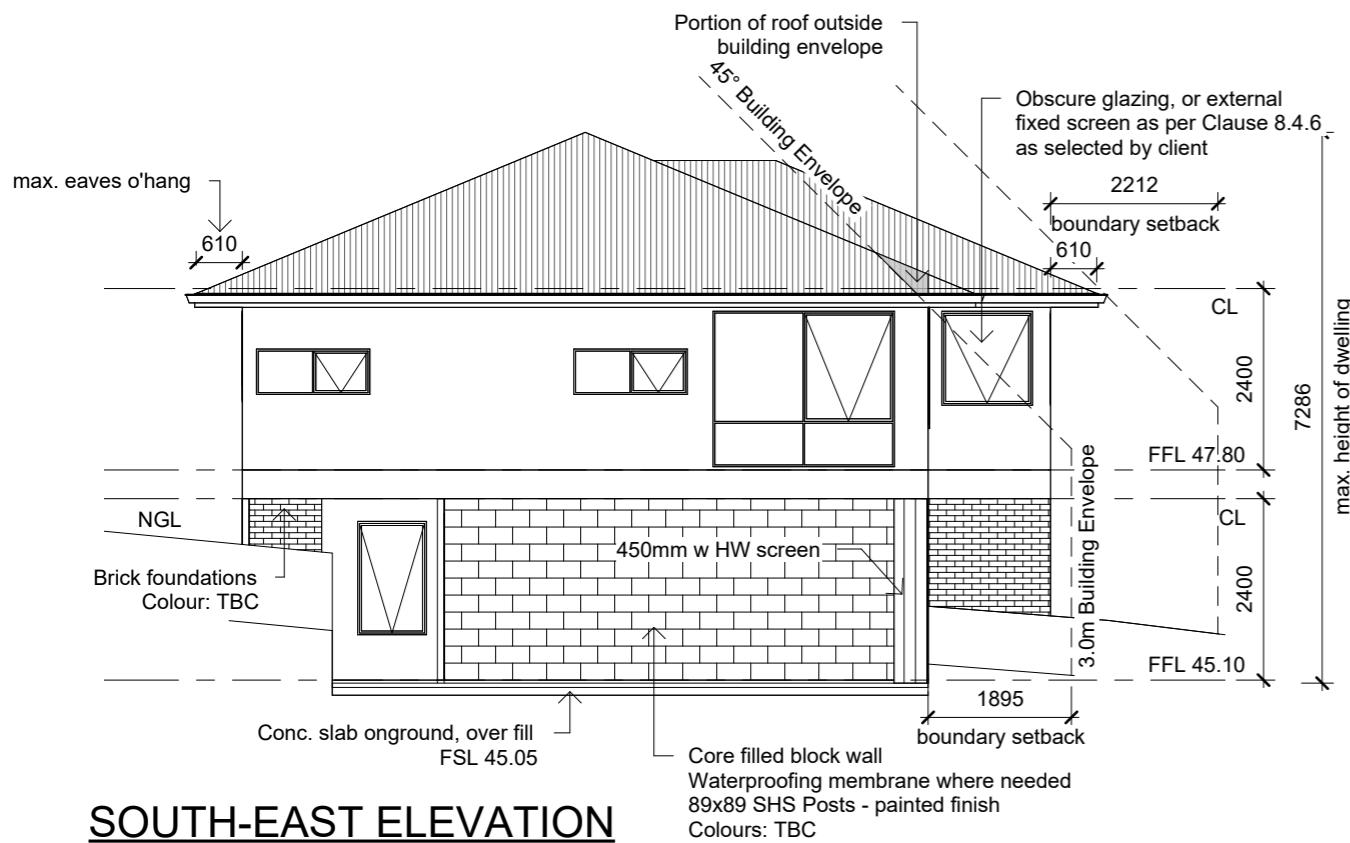
REV	DESCRIPTION	DATE

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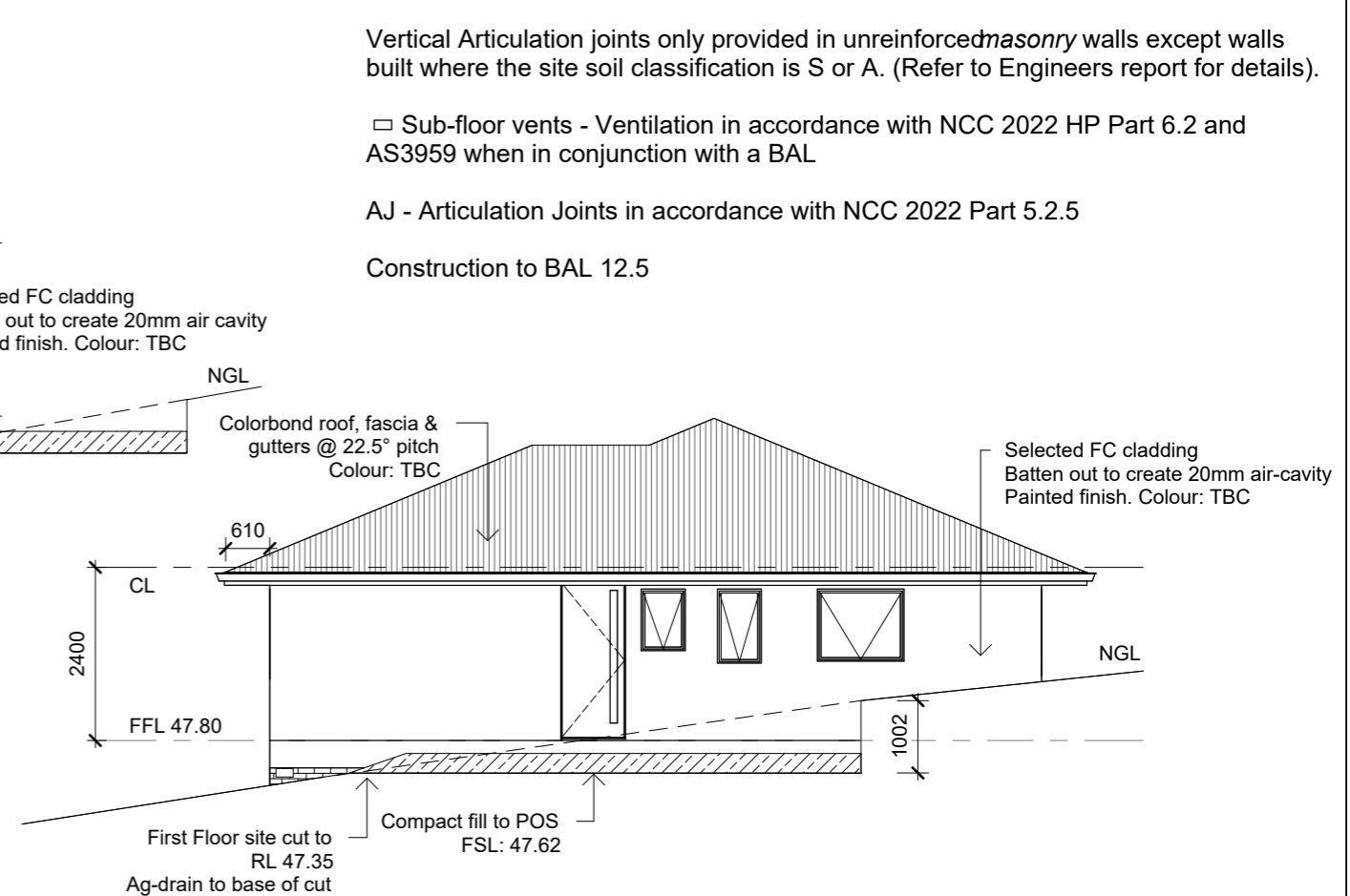
FIRST FLOOR PLAN		SHEET No. A03a
Project number	J2203	
Date	12/06/2026	
Drawn by	AW	
Scale	1 : 100	



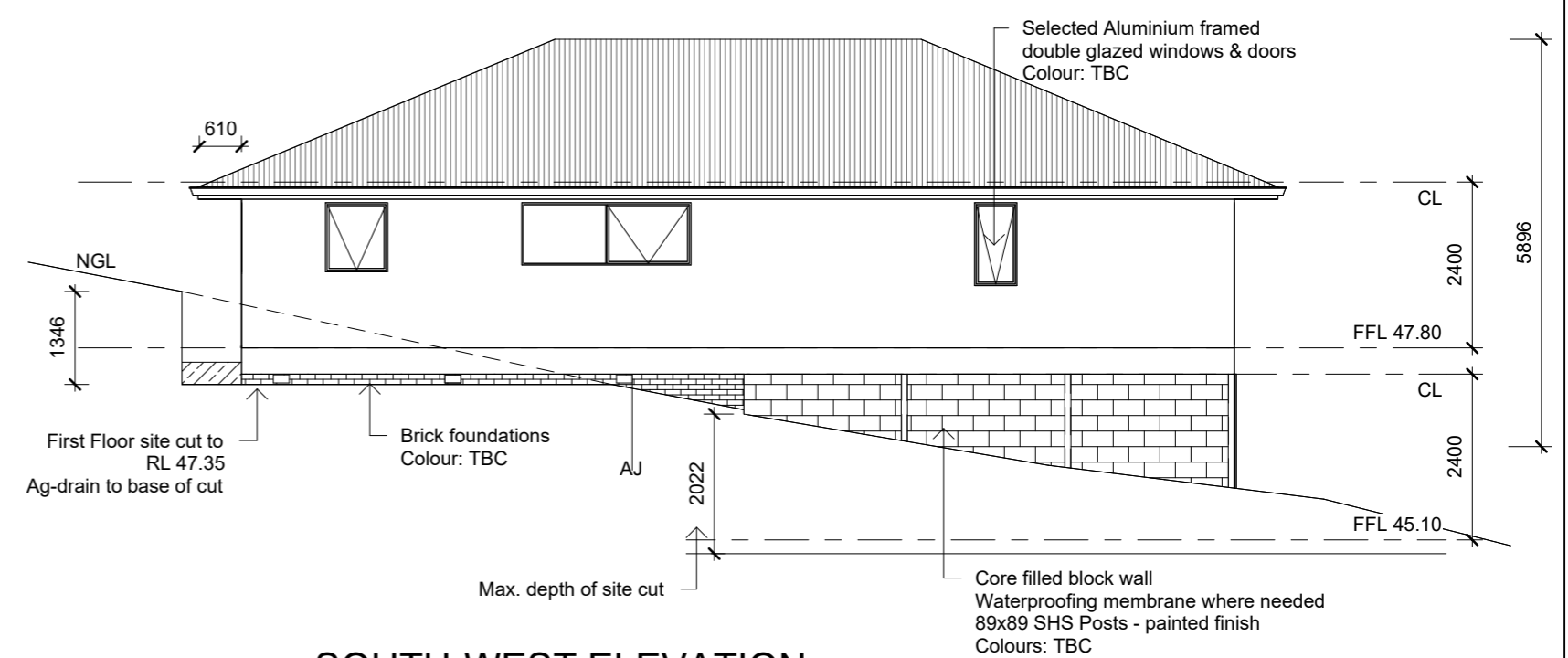
NORTH- EAST ELEVATION



SOUTH-EAST ELEVATION



NORTH-WEST ELEVATION



SOUTH-WEST ELEVATION

Vertical Articulation joints only provided in unreinforced masonry walls except walls built where the site soil classification is S or A. (Refer to Engineers report for details).

□ Sub-floor vents - Ventilation in accordance with NCC 2022 HP Part 6.2 and AS3959 when in conjunction with a BAL

AJ - Articulation Joints in accordance with NCC 2022 Part 5.2.5

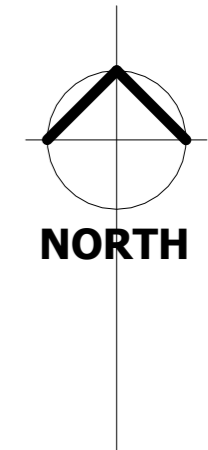
Construction to BAL 12.5

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REV	DESCRIPTION	DATE

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ELEVATIONS		SHEET No. A06
Project number	J2203	
Date	12/06/2026	
Drawn by	AW	
Scale	1 : 100	



Assessment for internal purposes only. Refer BAL report by **GES GEO-ENVIRONMENTAL SOLUTIONS**

The Bushfire Attack Level for this site has been categorised as **BAL - 12.5**
 In accordance with AS 3959-2018 "Construction of buildings in bushfire prone areas".



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REV	DESCRIPTION	DATE

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BAL PLAN

Project number	J2203
Date	12/06/2026
Drawn by	AW
Scale	1 : 1000

SHEET No.
A09

TIMBER DECKING SPECIFICATIONS

TIMBER TYPE	THICKNESS (mm)	RECOMMENDED MAXIMUM JOIST SPACING (mm)
Kwila, Jarrah, other hardwoods	90	500
Treated Pine	22 Dressed	400
	19 Swan (25 actual thickness)	500
Cypress	21	400
	25	500

TIMBER STAIR TREADS

TIMBER TYPE	STAIR WIDTH				
	750	1000	1200	1500	1800
RECOMMENDED THICKNESS OF TREAD (mm)					
Treated Pine, Cypress	45	50	55	65	80
Jarrah, other hardwoods	45	45	45	55	60

BOLTS FOR BEARER TO STUMP / POSTS CONNECTIONS

BOLT TYPE	MAXIMUM ALLOWABLE DECK AREA SUPPORTED PER BOLT (m ²) - REFER NOTES			
	Seasoned Hardwood (F17) Min. timber thickness: 35mm		Treated Pine (F5) Min. timber thickness: 35mm	
	Bearer to one side only (fig. 18)	Spaced Bearer (fig. 19)	Bearer to one side only (fig. 18)	Spaced Bearer (fig. 19)
M10	1.0	1.7	0.8	1.3
M12	1.3	2.0	1.0	1.5
M16	1.7	2.7	1.2	2.0
M20	2.1	3.4	1.5	2.5

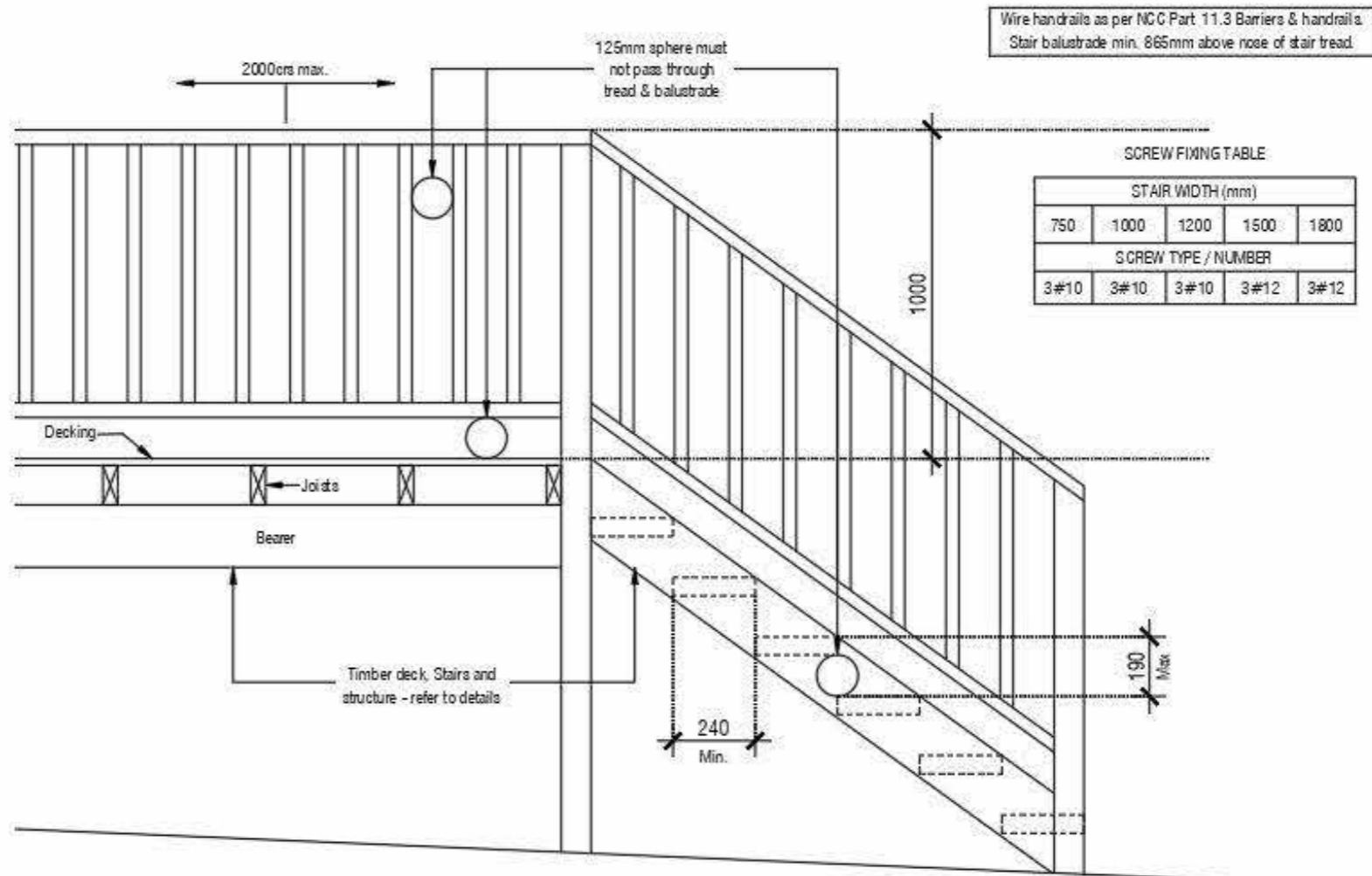
19mm THICK DECKING BOARD FIXING REQUIREMENTS

DECKING SPECIES	JOIST SPECIES	NAILING			
		Machine Driven		Hand Driven	
Hardwood, Cypress	Hardwood, Cypress	50 x 2.5 Flat Head		50 x 2.5 Flat Head	
	Seasoned Treated Pine, Oregon	50 x 2.5 DG Flat head	65 x 2.5 DS Flat head	50 x 2.5 DS Flat head	65 x 2.5 DG Flat head
Seasoned Treated Pine	Hardwood, Cypress	50 x 2.5 Flat Head		50 x 2.5 Flat Head	
	Seasoned Treated Pine, Oregon	50 x 2.5 DG Flat head	65 x 2.5 DS Flat head	50 x 2.5 DS Flat head	65 x 2.5 DG Flat head

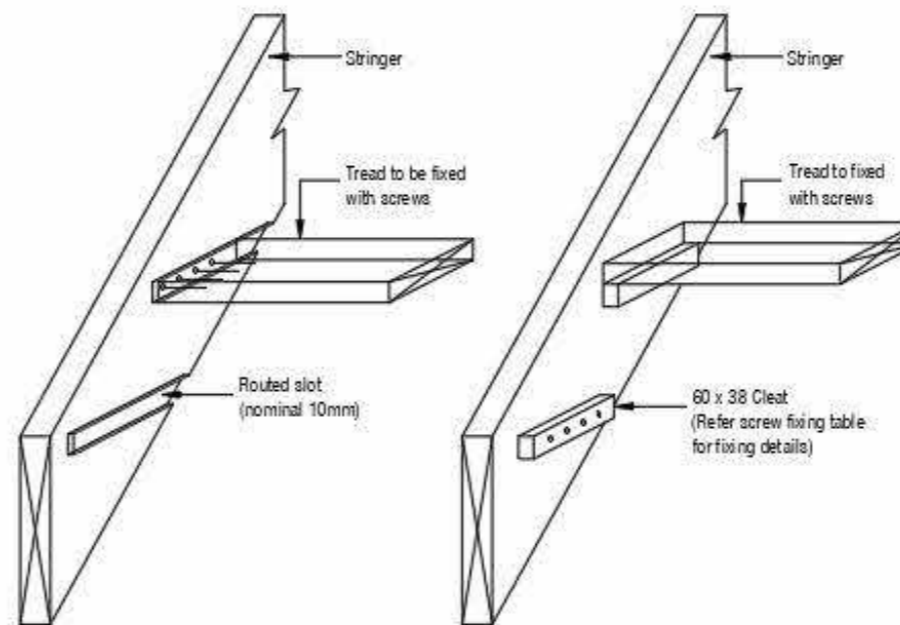
NOTES:

DS - Deformed shank

- Nails to be hot dipped galvanised or stainless steel (mechanical galvanised plated not recommended).
- In areas subjected to extreme wetting and drying conditions (e.g. around swimming pools), consideration should be given to increasing the nail diameter and/or length.
- Dome head nails may be used in lieu of flat head nails.



TREAD TO STRINGER FIXING OPTIONS



STRINGER TO WALL FIXING

- INTERNAL - 14G 75mm bugle screws into wall studs
- EXTERNAL - M12 masonry anchors into masonry at 600 c/s.



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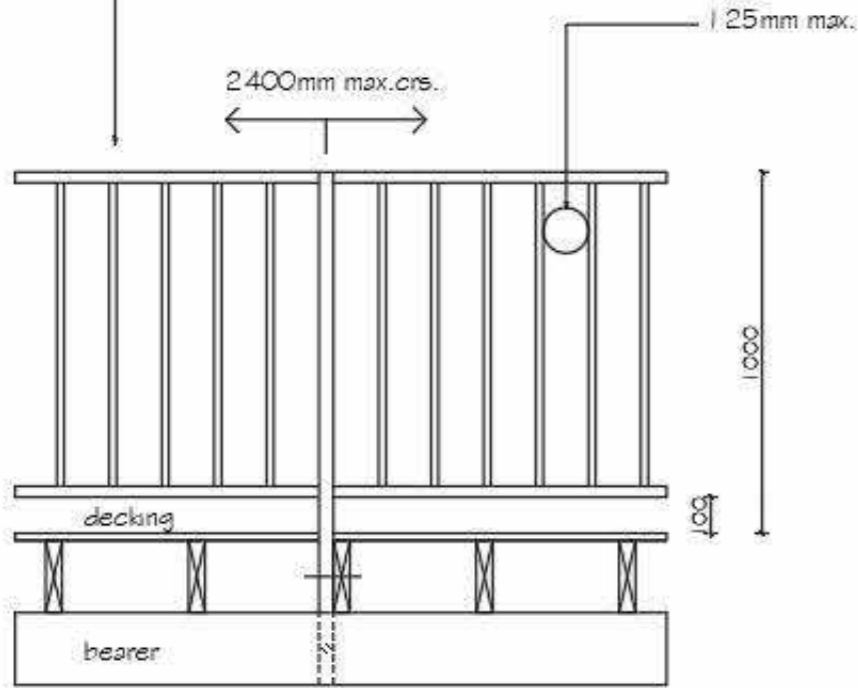
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STAIR NOTES

Project number	J2203
Date	12/06/2026
Drawn by	AW
Scale	NA

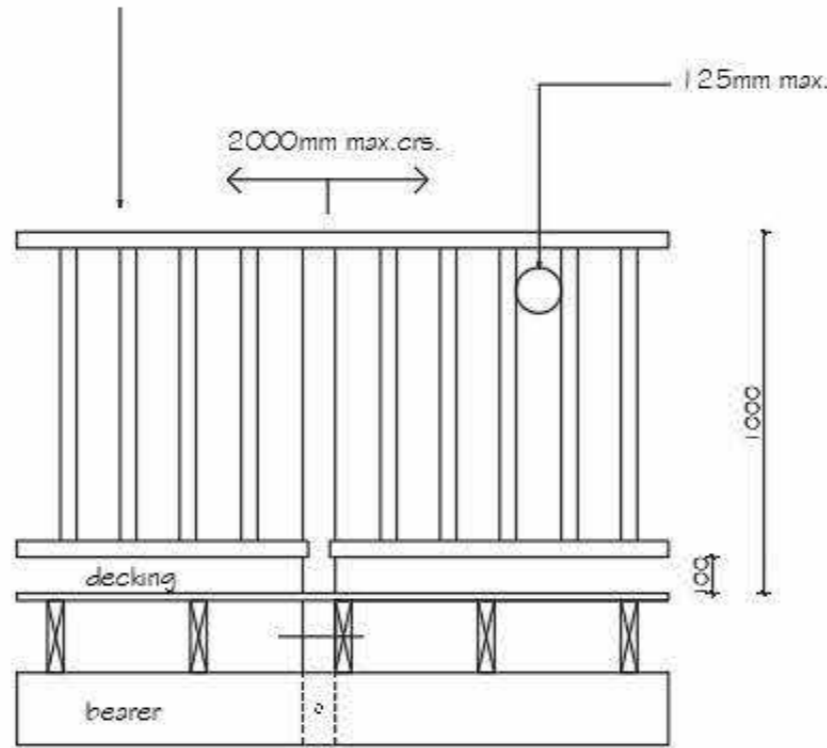
SHEET No.
B01

STEEL
 38x25x1.6 RHS rails & end verticals
 End verticals fixed to posts with 3-M8 s/s screws
 Balusters 19x19x1.2 RHS at 110 crs
 All members powdercoated



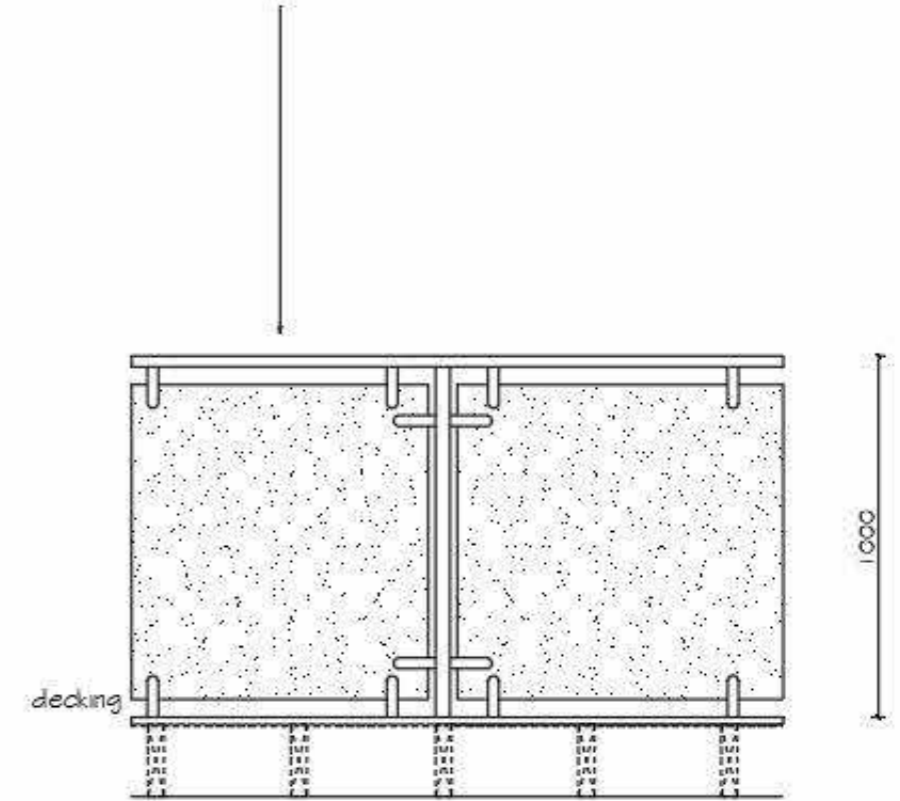
40x40x1.6 uprights at 2400 crs carried down beside joist and through bolted with 2-M10 S/S bolts

TIMBER
 90x45 F5 TRP top / bottom rails housed into posts
 Intermediate newell posts 90x90 F5 TRP
 Balusters 42x35 screwed to rails (1-No 8 Class 3 t#b)
 Alternative balusters 70x19 F5 TRP housed and screwed
 (2-No 8 Class 3 t#b) into pre-formed handrail and bottom rail
 All balusters max aperture of 125mm



refer to engineer detail

GLASS
 Proprietary glass balustrade and support system
 to relevant Australian Standards.



* WIRE HANDRAILS AS PER NCC PART 11.3 BARRIERS & HANDRAILS
 * STAIR BALUSTRADES MIN 865mm ABOVE NOSE OF STAIR TREAD



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REV	DESCRIPTION	DATE

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BALUSTRADE NOTES

Project number	J2203
Date	12/06/2026
Drawn by	AW
Scale	NA

SHEET No.
B02