DEVELOPMENT APPLICATION

PDPLANPMTD-2026/063416

PROPOSAL: Dwelling

LOCATION: 16 Petra Drive, Risdon Vale

RELEVANT PLANNING SCHEME: Tasmanian Planning Scheme - Clarence

ADVERTISING EXPIRY DATE: 30/11/2026 00:00:00

The relevant plans and documents can be inspected at the Council offices, 38 Bligh Street, Rosny Park, during normal office hours until 30/11/2026 00:00:00. 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 30/11/2026 00:00:00.

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.

City of Clarence

City of Clarence
38 Bligh St Rosny Park
PO Box 96
Rosny Park TAS, 7018

03 6217 9500
clarence@ccc.tas.gov.au
ccc.tas.gov.au

Application for Development / Use or Subdivision

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

Proposal: Construction of a single dwelling

Location: Lot 53 Petra Drive RISDON VALE

Personal Information Removed

Document Set ID: 6012166
Version: 1, Version Date: 12/08/2026

City of Clarence

City of Clarence
38 Bligh St Rosny Park
PO Box 96
Rosny Park TAS, 7018

03 6217 9500
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Is the property on the Tasmanian Heritage Register? Yes ☐ No ■

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

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

Current use of site: Vacant Land

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

Declaration

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

Acknowledgement

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

Personal Information Removed

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

Document Set ID: 6012166
Version: 1, Version Date: 12/08/2026

RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

Tasmanian Government

SEARCH OF TORRENS TITLE

VOLUME	FOLIO
300201	53
EDITION	DATE OF ISSUE
1	01-May-2026

SEARCH DATE : 11-Aug-2026
SEARCH TIME : 04.08 pm

DESCRIPTION OF LAND

City of CLARENCE
Lot 53 on Sealed Plan 300201
Derivation : Part of Lot 31801, 248A-1R-0P Gtd. to Fane Claude Campbell Cox
Prior CT 185311/601

SCHEDULE 1

E194624 TRANSFER to PHAROS CUSTODIANS PTY LTD Registered 24-Apr-2023 at 12.01 pm

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
SP300201 EASEMENTS in Schedule of Easements
SP300201 COVENANTS in Schedule of Easements
SP300201 FENCING COVENANT in Schedule of Easements
SP168081, SP172459, SP174507 & SP185311 COVENANTS in Schedule of Easements
SP185311 FENCING COVENANT in Schedule of Easements
SP164707, SP168081, SP172459 & SP174507 FENCING PROVISION in Schedule of Easements

UNREGISTERED DEALINGS AND NOTATIONS

N309284 PRIORITY NOTICE reserving priority for 90 days
TRANSFER Pharos Custodians Pty Ltd to Sagar Karki and Ganga Basnet
MORTGAGE Sagar Karki and Ganga Basnet to Westpac Banking Corporation Lodged by DOBSON MITCHELL ALLPORT on 05-Aug-2026 BP: N309284

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OWNER PHAROS CUSTODIANS PTY LTD

FOLIO REFERENCE F.R.185311/601

GRANTEE PART OF LOT 31801 (248A–1R–0P) GTD. TO FANE CLAUDE CAMPBELL COX

PLAN OF SURVEY

BY SURVEYOR ANDREW STEPHEN BIRCH
ROGERSON AND BIRCH SURVEYORS
UNIT 1 – 2 KENNEDY DRIVE, CAMBRIDGE PARK
PH 6248–5898

CITY OF CLARENCE

SCALE 1: 500 LENGTHS IN METRES

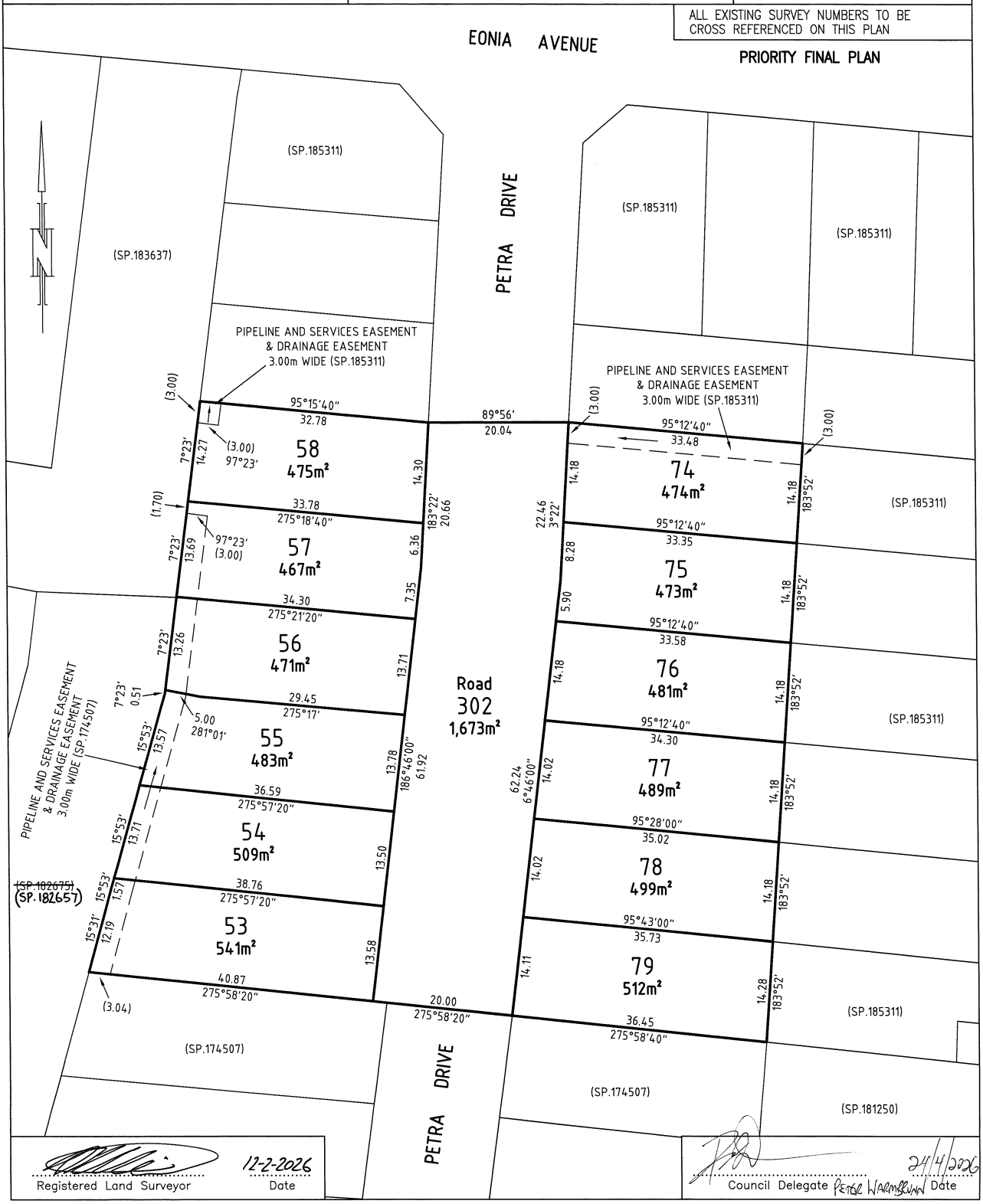
REGISTERED NUMBER
SP300201

~~APPROVED~~
EFFECTIVE FROM - 1 MAY 2026

Recorder of Titles

ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN

PRIORITY FINAL PLAN



Registered Land Surveyor 12-2-2026 Date

Council Delegate PETER WARMBRUNN 24/4/2026 Date

Department of Natural Resources and Environment Tasmania
www.thelist.tas.gov.au
Document Set ID: 4012166
Version: 1, Version Date: 12/08/2026

SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 300201

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 53, 54, 55, 56 and 57 (the Lots) are each subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, it successors and assigns (TasWater) over the land marked "Pipeline and Services Easement & Drainage Easement 3.00m wide (SP174507) and more fully set forth in SP174507" shown on the Plan (the Easement Land).

Lots 58 and 74 (the Lots) are each subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, it successors and assigns (TasWater) over the land marked "Pipeline and Services Easement & Drainage Easement 3.00m wide (SP185311) and more fully set forth in SP185311" shown on the Plan (the Easement Land).

Lots 53, 54, 55, 56 and 57 (the Lots) are each subject to a Right of Drainage in gross over the land marked "Pipeline and Services Easement and Drainage Easement 3.00m wide (SP174507)" in favour of the Clarence City Council and more fully set forth in SP174507 as shown on the Plan.

Lots 58 and 74 (the Lots) are each subject to a Right of Drainage in gross over the land marked "Pipeline and Services Easement and Drainage Easement 3.00m wide (SP185311)" in favour of the Clarence City Council and more fully set forth in SP185311 as shown on the Plan.

Fencing Covenant

The Owners of each Lot on the Plan covenants with the Vendors, Pharos Custodians Pty Ltd, that Vendors shall not be required to fence.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Pharos Custodians Pty Ltd FOLIO REF: 185311/601 SOLICITORWCJ 54251 & REFERENCE: Stage 8	PLAN SEALED BY: CLARENCE CITY COUNCIL DATE: 24/4/2026 PDPLANPMTD-2020/ REF NO. CC8974 Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 3 PAGES	Registered Number SP 300201
SUBDIVIDER: Pharos Custodians Pty Ltd FOLIO REFERENCE: 185311/601	

Restrictive Covenants

The Owners of each Lot on the Plan are each subject to restrictive covenants more fully set forth in SP168081, SP172459 and SP174507. & SP 185311

Definitions

Pipeline and Services Easement is defined as follows:-

FIRSTLY, THE FULL RIGHT AND LIBERTY for TasWater and its employees, contractors, agents and all other persons duly authorised by it, at all times to:

(1) enter and remain upon the Easement Land 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, repair, remove and replace the Infrastructure;

(4) run and pass sewage, water and electricity through and along the Infrastructure;

(5) do all works reasonably required in connection with such activities or as may be authorised or required by any law:

(a) without doing unnecessary damage to the Easement Land; and

(b) leaving the Easement Land in a clean and tidy condition;

(6) 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 any other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any vehicle entry and cross the Lot to the Easement Land; and

(7) 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.

SECONDLY, the benefit of a covenant in gross for TasWater with the registered proprietor/s of the Easement Land and their successors and assigns not to erect any building, or place any structures,

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 3 OF 3 PAGES	Registered Number SP 300201
SUBDIVIDER: Pharos Custodians Pty Ltd FOLIO REFERENCE: 185311/601	

objects, vegetation, or remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land, without the prior written consent of TasWater to the intent that the burden of the covenant may run with and bind the servient land and every part thereof and that the benefit thereof may be annexed to the easement herein described.

Signed for and on behalf of Pharos Custodians)
Pty Ltd (ACN 131 759 807) by Authority of its)
Directors in accordance with Section 127 of)
the Corporations Act 2001:)

Director:.....

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.

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SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 174507

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.

Lot 500 is subject to an Electricity Easement with the benefit of a restriction as to the use of the land in favour of Transend Networks Pty Ltd over that portion of the Electricity Easement 6.00 wide shown passing through Lot 500 created by and more fully set forth in C781721.

~~Lots 500 and 501 are each subject to a "*Right of Carriageway*" appurtenant to Lot 1 on Diagram 5/8 Monmouth, Lot 1 on Diagram 5/9 Monmouth, Lot 1 on Diagram 5/12 Monmouth and Lot 1 on Diagram 39660 over the right of way (private) 10.00 wide on the Plan created by and more full set forth in B305877.~~

Right of carriageway hereon deleted by me pursuant to Request to Amend No. E92347 made under Section 103 of the Local Government (Building & Miscellaneous Provisions) Act 1993

Alice Kava — Recorder of Titles — 10 MAY 2018 — Date

Lot 500 (the Lot) is subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successors and assigns (TasWater) over the land marked *"Pipeline and Services Easement and Drainage Easement 3.00m wide"* shown on the Plan (the Easement Land) and more fully set forth in Sealed Plan 172459.

Lot 500 is subject to a Right of Drainage over the *"Pipeline and Services Easement and Drainage Easement 3.0m wide"* in favour of the Clarence City Council and set forth in Sealed Plan 172459

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: SUGARLOAF HEIGHTS PTY LTD FOLIO REF: 172459/201 & 172459/202 SOLICITOR & REFERENCE: MR WILLIAM C JUSTO:LAM:057916	PLAN SEALED BY: CLARENCE CITY COUNCIL DATE: 6-12-2017 SD-2015/49 REF NO. Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

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Document Set ID: 4024086
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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 5 PAGES	Registered Number SP 174507
SUBDIVIDER: SUGARLOAF HEIGHTS PTY LTD FOLIO REFERENCE: 172459/201 & 202	

Lots 125, 201, 202, 204, 205, 206, 207, 208 and 212 (the Lots) are each subject to a Right of Drainage over the *"Pipeline and Services Easement and Drainage Easement 3.00m wide"* shown passing over those Lots in favour of the Clarence City Council.

Lots 125, 201, 202, 204, 205, 206, 207, 208 and 212 (the Lots) are each subject to a Pipeline and Service Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successors and assigns (TasWater) over the land marked *"Pipeline and Services Easement and Drainage Easement 3.00m wide"* shown passing through the Lots on the Plan (the Easement Land).

Lots 103 to 105, 115, 125, 201 to 211, 212, 500, 501 and 502 (the Lots) are each together with a Pipeline Easement over *"Pipeline Easement "A" 2.50 wide, Pipeline Easement "B" 2.50 wide, Pipeline and Drainage Easement "D" 3.00 wide and Pipeline and Drainage Easement "E" 3.00 wide"* as more fully set forth in Sealed Plan 164707.

Lots 103 to 105, 115, 125, 201 to 211, 212, 500, 501 and 502 (the Lots) are each together with a Right of Drainage over *"Drainage Easement "C" 3.00 wide, Pipeline and Drainage Easement "D" 3.00 wide, Pipeline and Drainage Easement "E" 3.00 wide and Drainage Easement (variable width)"* as more fully set forth in Sealed Plan 164707.

~~COVENANTS~~ FENCING PROVISION

In respect of each Lot shown on the Plan, Sugarloaf Heights Pty Ltd, shall not be required to fence.

RESTRICTIVE COVENANTS

Each Lot on the Plan is together with and subject to such covenants as set forth in Sealed Plan 168081.

Portion of Pipeline & Drainage Easement 'D' 3.00 wide marked 'YZ' hereon deleted by me pursuant to Request to Amend No. E301397 made under Section 103 of the Local Government (Building & Miscellaneous Provisions) Act 1993
1 AUG 2022
Recorder of Titles

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.

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 5 PAGES	Registered Number SP 174507
SUBDIVIDER: SUGARLOAF HEIGHTS PTY LTD FOLIO REFERENCE: 172459/201 & 202	

DEFINITION

and Services

Pipeline Easement means THE FULL RIGHT AND LIBERTY for TasWater at all times to:

(1) enter and remain upon the Easement Land with or without employees, contractors, agents and all other persons duly authorised by it and with or without machinery, vehicles, plant and equipment;

(2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;

(3) install, retain, operate, modify, relocate, maintain, inspect, cleanse and repair the Infrastructure;

(4) remove and replace the Infrastructure;

(5) run and pass sewage and water through and along the Infrastructure;

(6) do all works reasonably required in connection with such activities or as may be authorised or required by any law:

(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;

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 5 PAGES	Registered Number SP 174507
SUBDIVIDER: SUGARLOAF HEIGHTS PTY LTD FOLIO REFERENCE: 172459/201 & 202	

(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.

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 5 OF 5 PAGES	Registered Number SP 174507
SUBDIVIDER: SUGARLOAF HEIGHTS PTY LTD FOLIO REFERENCE: 172459/201 & 202	

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) 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;
(e) any thing reasonably required to support, protect or cover any of the Infrastructure;
(f) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water through the Easement Land or monitoring or managing that activity; and
(g) where the context permits, any part of the Infrastructure.

EXECUTED by **SUGARLOAF HEIGHTS PTY LTD (ACN 13 690 588)** in accordance with section 127 of the *Corporations Act 2001*:

Signature: ..... Signature: .....

Name: Nick Papastamatis Name: John Papastamatis
PLEASE PRINT PLEASE PRINT

Director **Director/Secretary ***
* Delete as appropriate

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.

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SCHEDULE OF EASEMENTS **NOTE:** THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	Registered Number SP 185311

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 59 to 61, 80 to 85 and Lot 601 (all inclusive) (the "Lots") are subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, it's successors and assigns (TasWater) over the land marked "Pipeline and Services Easement and Drainage Easement 3.00m wide on the Plan (the "Easement Land").

Lots 62 to 68 (all inclusive) (the "Lots") are subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, it's successors and assigns (TasWater) over the land marked "Pipeline and Services Easement and Drainage Easement 3.50m wide on the Plan (the "Easement Land").

Lots 59 to 61, 80 to 85 and Lot 601 (all inclusive) (the "Lots") are each subject to a Right of Drainage over the land marked "Pipeline and Services Easement and Drainage Easement 3.00m wide" in favour of the Clarence City Council.

Lots 62 to 68 (all inclusive) (the "Lots") are each subject to a Right of Drainage over the land marked "Pipeline and Services Easement and Drainage Easement 3.50m wide" in favour of the Clarence City Council.

Lot 601 is subject to a Right of Drainage over the land marked "Pipeline and Services Easement and Drainage Easement 3.00m wide" in favour of the Clarence City Council and more fully set forth in SP174507.
(SP174507)

Lot 601 is subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, it's successors and assigns (TasWater) over the land marked "Pipeline and Services Easement and Drainage Easement 3.00m wide" (SP174507) and more fully set forth in SP174507.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Pharos Custodians Pty Ltd FOLIO REF: 183638/125 and 181250/502 SOLICITOR & REFERENCE: William Justo: WCJ 069028	PLAN SEALED BY: Clarence City Council DATE: 30th June 2023 SDPLANAPPMTD-2019/008974 stage 6 REF NO. ..... Council Delegate Clare Shea
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

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EP

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Document Set ID: 4024089
Version: 1, Version Date: 24/08/2026
www.thelist.tas.gov.au

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 4 PAGES	Registered Number SP 185311
SUBDIVIDER: Pharos Custodians Pty Ltd FOLIO REFERENCE: 183638/125 and 181250/502	

Fencing Covenant

The owner of each Lot on the Plan covenants with the Vendors, Pharos Custodians Pty Ltd, that the Vendors shall not be required to fence.

Restrictive Covenants

Lots 87, 88, 89, 90 and 602 & that part of Lot 301 formerly comprised in Lot 502 on Sealed Plan 181250 are each subject to Restrictive Covenants more fully set forth in SP168081, SP172459, ~~and~~ SP174507, & SP181250

Lots 59-73 (inclusive) and ~~Lot 86~~ Lots 80 to 86 (inclusive), ~~and~~ Lot 601 & that part of Lot 301 formerly comprised in Lot 125 on Sealed Plan 183638 are each subject to Restrictive Covenants more fully set forth in ~~SP183638/~~ SP168081, SP172459 & SP174507

Definitions:

Pipeline and Services Easement is defined as follows:-

FIRSTLY, THE FULL RIGHT AND LIBERTY for TasWater and its employees, contractors, agents and all other persons duly authorised by it, at all times to:

(1) enter and remain upon the Easement Land 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, repair, remove and replace the Infrastructure;

(4) run and pass sewage, water and electricity through and along the Infrastructure;

(5) 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;

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.

pharodpl_069028_007.docx

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E.P.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 4 PAGES	Registered Number SP 185311
SUBDIVIDER: Pharos Custodians Pty Ltd FOLIO REFERENCE: 183638/125 and 181250/502	

(6) 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 any other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any vehicle entry and cross the Lot to the Easement Land; and

(7) 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.

SECONDLY, the benefit of a covenant in gross for TasWater with the registered proprietor/s of the Easement Land and their successors and assigns not to erect any building, or place any structures, objects, vegetation, or remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land, without the prior written consent of TasWater to the intent that the burden of the covenant may run with and bind the servient land and every part thereof and that the benefit thereof may be annexed to the easement herein described.

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) electricity assets and other conducting media (excluding telemetry and monitoring devices);

(e) markers or signs indicating the location of the Easement Land or any other Infrastructure or any warnings or restrictions with respect to the Easement Land or any other Infrastructure;

(f) anything reasonably required to support, protect or cover any other 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.

pharodpl_069028_007.docx

CD

E.P.

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 4 PAGES	Registered Number SP 185311
SUBDIVIDER: Pharos Custodians Pty Ltd FOLIO REFERENCE: 183638/125 and 181250/502	

"TasWater" means Tasmanian Water and Sewerage Corporation Pty Ltd (ACN 162 220 653), its successors and assigns

EXECUTED by Pharos Custodians Pty Ltd (ACN 131 759 807) in accordance with section 127 of the *Corporations Act 2001:*

Signature: .....

Name: ANTONIOS PAPASTAMATIS
PLEASE PRINT

Director

Signature: .....

Name: EUGENIA PAPASTAMATIS
PLEASE PRINT

Director/Secretary *

** Delete as appropriate*

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.

pharodpl_069028_007.docx

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SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP168081

EASEMENTS AND PROFITS

Each lot on the plan is together with:-
(1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
(2) any easements or profits a prendre described hereunder.
Each lot on the plan is subject to:-
(1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
(2) any easements or profits a prendre described hereunder.
The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

EASEMENTS

Lot 2 is subject to an Electricity Easement with the benefit of a restriction as to user of land in favour of Transend Networks Pty Ltd over that portion of the Electricity Easement 60.00 wide shown passing through Lot 2 created by and more fully set forth in C781721.

Lot 2 is subject to a *"Right of Carriageway (appurtenant to Lot 1 on Diagram 5/8 monmouth, Lot 1 on Diagram 5/9 monmouth, Lot 1 on Diagram 5/12 monmouth and Lot 1 on Diagram 39660)"* over the Right of Way (private) 10.00 wide on the Plan created by and more fully set forth in B305877.

Lots 304 & 305 are each
~~Lot 305 is~~ subject to an Electricity Infrastructure Easement with the benefit of a restriction as to user of land in favour of Aurora Energy Pty Ltd over that portion of the *"Electricity Infrastructure Easement 2.00 wide"* shown passing through ~~Lot 305~~ on the Plan.

Lots 304 & 305

Lot 304 is subject to a Right of Drainage over *"Pipeline and Drainage Easement (variable width)"* in favour of the Clarence City Council.

Lot 304 ("the Lot") is subject to a Pipeline Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Limited, its successors and assigns (TasWater) over the land

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Sugarloaf Heights Pty Ltd FOLIO REF: 164707/2 SOLICITOR & REFERENCE: Mr William C Justo:52773	PLAN SEALED BY: Clarence City Council DATE: 8-8-2014 SD-2010/9 REF NO. Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 7 PAGES	Registered Number SP168081
SUBDIVIDER: Sugarloaf Heights Pty Ltd FOLIO REFERENCE: 164707/2	

marked *"Pipeline and Drainage Easement (variable width)"* shown on the Plan ("the Easement Land").

Lot 304 is subject to a Right of Drainage over *"Pipeline and Drainage Easement "F" 3.00m wide"* in favour of the Clarence City Council.

Lot 304 ("the Lot") is subject to a Pipeline Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Limited, its successors and assigns (TasWater) over the land marked *"Pipeline and Drainage Easement "F" 3.00m wide"* shown on the Plan ("the Easement Land").

Lot 91 is subject to a Right of Drainage over *"Pipeline and Drainage Easement 3.00m wide"* in favour of the Clarence City Council.

Lot 91 ("the Lot") is subject to a Pipeline Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Limited, its successors and assigns (TasWater) over the land marked *"Pipeline and Drainage Easement 3.00m wide"* shown on the Plan ("the Easement Land").

Pipeline &
Lots 88, 89 and 91 are each subject to a Right of Drainage over *"Drainage Easement "G" 3.00m wide"* in favour of the Clarence City Council.

Lots 88, 89 and 91 ("the Lots") are each subject to a Pipeline Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Limited, its successors and assigns (TasWater) over the land marked *"Pipeline and Drainage Easement "G" 3.00m wide"* shown on the Plan ("the Easement Land").

Lot 303 is subject to a Right of Drainage over *"Pipeline and Drainage Easement (variable width)"* in favour of the Clarence City Council.

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 3 OF 7 PAGES	Registered Number SP168081
SUBDIVIDER: Sugarloaf Heights Pty Ltd FOLIO REFERENCE: 164707/2	

Lot 303 ("the Lot") is subject to a Pipeline Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Limited, its successors and assigns (TasWater) over the land marked *"Pipeline and Drainage Easement (variable width)"* shown on the Plan ("the Easement Land").

Lots 2, 88-95, 104-113, 119-123, 303-305 are each together with a Pipeline Easement over *"Pipeline Easement "A" 2.50 wide, Pipeline Easement "B" 2.50 wide, Pipeline and Drainage Easement "D" 3.00 wide and Pipeline and Drainage Easement "E" 3.00 wide"* as more fully set forth in SP164707.

Lots 2, 88-95, 104-113, 119-123, 303-305 are each together with a Right of Drainage over *"Drainage Easement "C" 3.00 wide, Pipeline and Drainage Easement "D" 3.00 wide, Pipeline and Drainage Easement "E" 3.00 wide and Drainage Easement (variable width)"* as more fully set forth in SP164707.

Portion of Pipeline & Drainage Easement 'D' 3.00 wide marked 'YZ' hereon deleted by me pursuant to Request to Amend No. E301397 made under Section 103 of the Local Government (Building & Miscellaneous Provisions) Act 1993
Recorder of Titles 1 AUG 2022

COVENANTS

Fencing Provision

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

Restrictive Covenants

* & that the benefit shall be annexed to and devolve with each and every part of every other lot shown on the Plan

The Owner of each Lot covenants with the Vendor, Sugarloaf Heights Pty Ltd and the owner of each other Lot to the intent that the burden of these covenants may run with and bind the Covenantor's Lot and every part thereof to observe the following stipulations that:-

*

(1) they will not construct of allow to be constructed any re-locatable dwelling on any such Lot;

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 7 PAGES	Registered Number SP168081
SUBDIVIDER: Sugarloaf Heights Pty Ltd FOLIO REFERENCE: 164707/2	

(2) they will not permit any caravans to be located on such Lot (save and except if a residence has already been erected on the said Lot);

(3) they will not construct any dwelling on the Lot which exterior exceeds more than 25% colourbond (roof excluded);

(4) the Vendor reserves the right in relation to any of the restrictive covenants herein to make any Lots on the Plan free and exempt from one or more of the covenants or conditions or waive or alter any covenant as to any Lot on the Plan.

DEFINITION

Pipeline Easement means THE FULL RIGHT AND LIBERTY for TasWater at all times to:

(1) enter and remain upon the Easement Land with or without employees, contractors, agents and all other persons duly authorised by it and with or without machinery, vehicles, plant and equipment;

(2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;

(3) install, retain, operate, modify, relocate, maintain, inspect, cleanse and repair the Infrastructure;

(4) remove and replace the Infrastructure;

(5) run and pass sewage and water through and along the Infrastructure;

(6) do all works reasonably required in connection with such activities or as may be authorised or required by any law:

(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.

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.

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 5 OF 7 PAGES	Registered Number SP 168081
SUBDIVIDER: Sugarloaf Heights Pty Ltd FOLIO REFERENCE: 164707/2	

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.

(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.

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 SP168081
SUBDIVIDER: Sugarloaf Heights Pty Ltd FOLIO REFERENCE: 164707/2	

(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) 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;

(e) any thing reasonably required to support, protect or cover any of the Infrastructure;

(f) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water through the Easement Land or monitoring or managing that activity; and

(g) 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.

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 7 OF 7 PAGES	Registered Number SP 168081
SUBDIVIDER: Sugarloaf Heights Pty Ltd FOLIO REFERENCE: 164707/2	

EXECUTED by **SUGARLOAF HEIGHTS PTY LTD (ACN 133 690 258)** in accordance with section 127 of the *Corporations Act 2001:*

Signature: .....

Name: NICK PAPASTAMATIS
PLEASE PRINT

Director

Signature: .....

Name: John Papastamatis
PLEASE PRINT

Director/Secretary *

* Delete as appropriate

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
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 172459

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.

Lot 202 is subject to an Electricity Easement with the benefit of a restriction as to the use of land in favour of Transend Networks Pty Ltd over that portion of the Electricity Easement 60.00 wide shown passing through Lot 202 created by and more fully set forth in C781721.

Lot 202 is subject to a "*Right of Carriageway (appurtenant to Lot 1 on Diagram 5/8 monmouth, Lot 1 on Diagram 5/9 monmouth, Lot 1 on Diagram 5/12 monmouth and Lot 1 on Diagram 39660)*" over the Right of Way (private) 10.00 wide on the Plan created by and more fully set forth in B305877.

Lots 55, 56, 57, 58, 59, 60, 61, 62, 63 and 202 ("the Lots") are each subject to a Pipeline and Services Easement (as defined herein) in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successors and assigns ("TasWater") over the land marked *"Pipeline and Services Easement and Drainage Easement 3.00 m wide"* shown on the Plan ("the Easement Land").

Lots 55, 56, 57, 58, 59, 60, 61, 62, 63 and 202 ("the Lots") are each subject to a Right of Drainage over the *"Pipeline and Services Easement and Drainage Easement 3.00 m wide"* in favour of the Clarence City Council.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Sugarloaf Heights Pty Ltd FOLIO REF: 168081/2 SOLICITOR & REFERENCE: Mr William C Justo:057392	PLAN SEALED BY: Clarence City Council DATE: 4-1-2017 SD-2015/49 REF NO. Council Delegate

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

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 5 PAGES	Registered Number SP 172459
SUBDIVIDER: FOLIO REFERENCE:	

Lots 55, 56, 57, 58, 59, 60, 61, 62, 63, 201 and 202 ("the Lots") are each together with a Pipeline Easement over *"Pipeline Easement "A" 2.50 wide, Pipeline Easement "B" 2.50 wide, Pipeline and Drainage Easement "D" 3.00 wide and Pipeline and Drainage Easement "E" 3.00 wide"* as more fully set forth in SP164707.

Lots 55, 56, 57, 58, 59, 60, 61, 62, 63, 201 and 202 ("the Lots") are each together with a Right of Drainage over "*Drainage Easement "C" 3.00 wide, Pipeline and Drainage Easement "D" 3.00 wide, Pipeline and Drainage Easement "E" 3.00 wide and Drainage Easement (variable width)"* as more fully set forth in SP164707.

Portion of Pipeline & Drainage Easement 'D' 3.00 wide marked 'YZ' hereon deleted by me pursuant to Request to Amend No. E301397 made under Section 103 of the Local Government (Building & Miscellaneous Provisions) Act 1993

Recorder of Titles 1 AUG 2022

COVENANTS

Fencing Provision

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

Restrictive Covenants

Each Lot on the Plan is together with and subject to such covenants as set forth in Sealed Plan 168081.

Definition

Pipeline and Services Easement is defined as follows:-

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

(1) enter and remain upon the Easement Land with or without employees, contractors, agents and all other persons duly authorised by it and with or without machinery, vehicles, plant and equipment;

(2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;

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 3 OF 5 PAGES	Registered Number SP 172459
SUBDIVIDER: FOLIO REFERENCE:	

(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 (which cannot be unreasonably refused) and only in compliance with any conditions which form the consent:

(a) alter, excavate, plough, drill or otherwise penetrate the ground level of the Easement Land;

(b) install, erect or plant any building, structure, fence, pit, well, footing, pipeline, paving, tree, shrub or other object on or in the Easement Land;

(c) remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land;

(d) do any thing which will or might damage or contribute to damage to any of the Infrastructure on or in 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.

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 5 PAGES	Registered Number SP172459
SUBDIVIDER: FOLIO REFERENCE:	

(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;

(b) telemetry and monitoring devices;

(c) inspection and access pits;

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 5 OF 5 PAGES	Registered Number SP 172459
SUBDIVIDER: FOLIO REFERENCE:	

(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 **SUGARLOAF HEIGHTS PTY LTD (ACN 133 690 258)** in accordance with section 127 of the *Corporations Act 2001:*

Signature: .....

Name: NICK PAPASTAMATIS
PLEASE PRINT

Director

Signature: .....

Name: JOHN PAPASTAMATIS
PLEASE PRINT

Director/Secretary *

* Delete as appropriate

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.

Document Set ID: 4024086
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UNREGISTERED DEALINGS REPORT

SEARCH DATE : 11-Aug-2026
SEARCH TIME : 04:09 pm

CT: 300201/53

N309284 PRIORITY NOTICE reserving priority for 90 days

TRANSFER Pharos Custodians Pty Ltd to Sagar Karki and Ganga Basnet

MORTGAGE Sagar Karki and Ganga Basnet to Westpac Banking Corporation Lodged by DOBSON MITCHELL ALLPORT on 05-Aug-2026 BP: N309284

Document Set ID: 4012166
Version: 1, Version Date: 12/08/2026
Department of Natural Resources and Environment Tasmania
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CREATIVE HOMES | HOBART | LAUNCESTON | CREATIVEHOMESTAS.COM.AU

PROJECT ADDRESS: 16 PETRA DRIVE, RISDON VALE

TITLE REFERENCE: VOLUME: 300201 FOLIO: 53

CLIENTS: SAGAR KARKI & GANGA BASNET

DESIGNER: Inge Brown, CC 6652

DRAWINGS:
01 COVER PAGE
02 PROPOSED SITE PLAN
03 PROPOSED FLOOR PLAN
04 PROPOSED ROOF PLAN
05 PROPOSED ELEVATIONS
06 PROPOSED ELEVATIONS
07 SECTION A-A
08 TYPICAL SECTION DETAILS
09 WINDOW SCHEDULE
10 PROPOSED DRIVEWAY LONG SECTION

FLOOR AREAS:

FLOOR AREA:	115.8 m²
PORCH:	1.2 m²
TOTAL AREA:	117.0 m²
DECK:	1.8 m²

SOIL CLASSIFICATION: P

WIND CLASSIFICATION: N2

CLIMATE ZONE: 7

BUSHFIRE ATTACK LEVEL: TBC

ALPINE AREA: N/A

CORROSION ENVIRONMENT: N/A

DOCUMENTATION INDEX

The documentation listed below should be read in conjunction with these drawings and form the basis of construction documentation for the project

Document	*Revision*	*By*
Working drawings planning issue (these drawings)	C	Creative Homes Hobart
Survey plan SP262408-01	A	Survey Plus
Soil assessment P/N2	29/05/2026	GES

Document Set ID: 6108877
Version: 2, Version Date: 03/11/2026

GENERAL NOTES:

1. THIS PLAN HAS BEEN PREPARED BY SURVEY PLUS FROM A COMBINATION OF EXISTING RECORDS AND FIELD SURVEY FOR THE PURPOSES OF SHOWING THE PHYSICAL FEATURES OF THE LAND AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

2. TITLE BOUNDARIES SHOWN WERE NOT VERIFIED OR MARKED BY SURVEY PLUS AT THE TIME OF THIS SURVEY.

3. SERVICES SHOWN ON THIS PLAN WERE LOCATED WHERE POSSIBLE BY FIELD SURVEY. THEY ARE NOT A COMPLETE PICTURE OF SERVICES ON SITE. ALL SERVICE LOCATIONS ARE TO BE VERIFIED BEFORE COMMENCEMENT OF ANY WORK ON SITE, IN PARTICULAR THOSE SERVICES NOT PREVIOUSLY LOCATED THROUGH FIELD SURVEY.

4. SURVEY PLUS CAN NOT ACCEPT LIABILITY WHATSOEVER FOR LOSS OR DAMAGE CAUSED TO ANY UNDERGROUND SERVICE WHETHER SHOWN BY OUR SURVEY OR NOT.

5. THIS NOTE IS AN INTEGRAL PART OF THIS PLAN/DATA. REPRODUCTION OF THIS PLAN OR ANY PART OF IT WITHOUT THIS NOTE BEING INCLUDED IN FULL WILL RENDER THE INFORMATION SHOWN ON SUCH A REPRODUCTION INVALID AND NOT SUITABLE FOR USE WITHOUT PRIOR AUTHORITY OF SURVEY PLUS.

6. HORIZONTAL DATUM IS MGA (GDA94).

7. VERTICAL DATUM IS AHD.

8. CONTOUR INTERVAL IS 0.2 METRE, INDEX IS 1.0 METRE.

9. SURVEY BY RTK GPS.

10. IMPORTED DATA SHOWN ON THIS PLAN WAS OBTAINED FOR PUBLIC AVAILABLE DATA FROM VARIOUS GOVERNMENT AUTHORITIES. THIS INFORMATION IS PROVIDED FOR GUIDANCE ONLY. THE ACCURACY OF ANY IMPORTED DATA IS PER THE ACCURACY QUOTED BY THE SOURCE AND IS IN NO WAY GUARANTEED BY SURVEY PLUS. USERS MUST NOT RELY ON THIS DATA FOR ON-GROUND LOCATION OF BOUNDARIES AND/OR SERVICES.

LIST DATA IMPORT
- TasWater-SewerLateralLine
- TasWater-SewerMain
- TasWater-SewerMaintenanceHole
- TasWater-SewerPressurisedMain
- TasWater-WaterHydrant
- TasWater-WaterLateralLine
- TasWater-WaterMain

11. BOUNDARIES ARE COMPILED ONLY FROM SP300201 AND RELEVANT SURVEY INFORMATION OBTAINED FROM LAND TITLES OFFICE AND ARE APPROXIMATE AND SUBJECT TO SURVEY.

12. 3D DATA TURNED OFF IN LAYER CONTROL.
- 3D TIN
- MAJOR CONTOUR 3D
- MINOR CONTOUR 3D

•DP 90mm DOWNPIPE

NOTE: ALL PROPOSED STORMWATER TO BE DISCHARGED TO EXISTING INFRASTRUCTURE

EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE IMPLEMENTED ON THE SITE IN ACCORDANCE WITH COUNCIL REQUIREMENTS

LEGEND

CLC = Comms Lot Connection
ELC = Elec. Lot Connection
ET = Elec. Turret
SV = Stop Valve
WM = Water Meter

BM1 = OLD SURVEY MARK
R/Set in Kerb
RL:112.01

BM2 = OLD SURVEY MARK
R/Set in Kerb
RL:112.65

MH1 = Sewer Manhole
Top RL:113.89
Inv RL:112.24

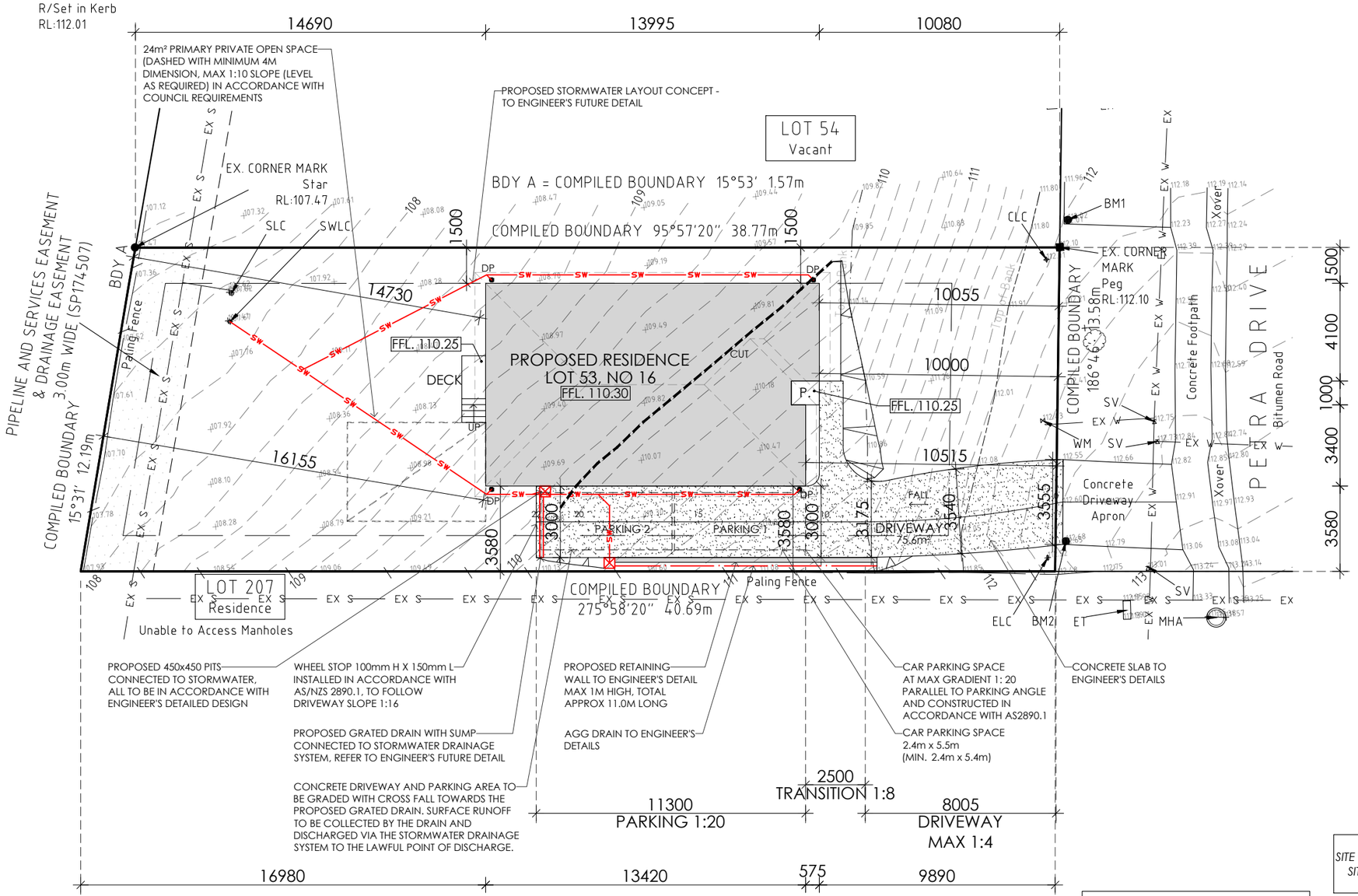
MHA = Stormwater Manhole
Top RL:113.38
In Inv RL:111.55
Out Inv RL:111.57

MHB = Stormwater Manhole
Top RL:113.57

MHC = Stormwater Manhole
Top RL:113.79

SLC = Sewer Lot Connection
Top RL:107.62
Inv. RL:106.74

SWLC = Stormwater Lot Connection
Top RL:107.67
Inv. RL:107.41



NOTES

SITE PREPARATION

THE SITE IS TO BE DISTURBED AS MINIMALLY AS POSSIBLE TO THE EXTENT REQUIRED TO CARRY OUT THE BUILDING WORKS.
EARTHWORKS SHALL BE CARRIED OUT IN ACCORDANCE WITH NCC PART 3.2.
UN-RETAINED EMBANKMENT GRADIENTS SHALL BE IN ACCORDANCE WITH NCC TABLE 3.2.1.
DRAINAGE SHALL BE IN ACCORDANCE WITH NCC PART 3.3.2.
THE BUILDER AND SUBCONTRACTOR SHALL ENSURE THAT ALL STORMWATER DRAINS, SEWER PIPES AND THE LIKE ARE LOCATED AT A SUFFICIENT DISTANCE FROM ANY BUILDINGS FOOTING AND/OR SLAB EDGE BEAMS SO AS TO PREVENT GENERAL MOISTURE PENETRATION, DAMPNESS, WEAKENING & UNDERMINING OF ANY BUILDING AND IT'S FOOTING SYSTEM.
LOCATION OF ALL EXISTING SERVICES TO BE CONFIRMED ON SITE PRIOR TO CONSTRUCTION.

ATTENTION OF OWNER

THE OWNERS ATTENTION IS DRAWN TO THE FACT THAT FOUNDATIONS AND ASSOCIATED DRAINAGE FOR ALL SITES REQUIRES CONTINUING MAINTENANCE TO ASSIST FOOTING PERFORMANCE. ADVICE FOR FOUNDATION MAINTENANCE IS CONTAINED IN THE CSIRO BUILDING TECHNOLOGY FILE 18 AND IT IS THE OWNERS RESPONSIBILITY TO MAINTAIN THE SITE IN ACCORDANCE WITH THIS DOCUMENT.

SOIL AND WATER MANAGEMENT NOTES:

DRAINAGE LINES ARE TO BE INSTALLED PRIOR TO THE PLACEMENT OF ROOF AND GUTTERING.
ONCE DWELLING IS ROOFED, CONNECT IMMEDIATELY.
APPLY TEMPORARY COVERING TO DISTURBED AREAS THAT WILL REMAIN EXPOSED FOR 14 DAYS OR MORE DURING CONSTRUCTION (EG. WATERPROOF BLANKET, VEGETATION OR MULCH)

PROTECT ANY NEARBY OR ON-SITE DRAINAGE PITS FROM SEDIMENT BY INSTALLING SEDIMENT TRAPS AROUND THEM.
LIMIT ENTRY/EXIT TO ONE POINT AND STABILISE.
INSTALL FACILITIES TO REMOVE DIRT/ MUD FROM VEHICLE WHEELS BEFORE THEY LEAVE THE SITE.

SITE TO BE VEGETATED AND PLANTED ACCORDING TO THE HOBART REGIONAL SOIL AND WATER MANAGEMENT CODE OF PRACTICE.

BUILDER AND SUBCONTRACTORS TO VERIFY ALL DIMENSIONS AND LEVELS PRIOR TO THE COMMENCEMENT OF ANY WORK. GIVE 24 HOURS MINIMUM NOTICE WHERE AMENDMENTS ARE REQUIRED TO DRAWINGS. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH DOCUMENTATION LISTED ON THE COVER PAGE. DO NOT SCALE DRAWINGS.
DIMENSIONS ARE TO TAKE PREFERENCE OVER SCALE. BUILDING SPECIFICATION AND ENGINEERS DRAWINGS SHALL OVERRIDE ARCHITECTURAL DRAWINGS.

-THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER DRAWING SHEETS, CONSULTANTS DRAWINGS, DOCUMENTS, SCHEDULES AND SPECIFICATIONS (AS APPLICABLE).
-THE BUILDER AND SUBCONTRACTOR SHALL ENSURE THAT ALL STORMWATER DRAINS, SEWER PIPES AND THE LIKE ARE LOCATED AT A SUFFICIENT DISTANCE FROM ANY BUILDINGS FOOTING AND/OR SLAB EDGE BEAMS SO AS TO PREVENT GENERAL MOISTURE PENETRATION, DAMPNESS, WEAKENING & UNDERMINING OF ANY BUILDING AND ITS FOOTING SYSTEM.
- LOCATION OF ALL EXISTING ONSITE SERVICES TO BE CONFIRMED ONSITE PRIOR TO CONSTRUCTION

IMPORTANT!

SITE INFORMATION AS DRAWN IS APPROXIMATE ONLY. FINAL SITE INFORMATION IS SUBJECT TO A DETAILED CONTOUR SURVEY BY LICENSED SURVEYOR.

GPS DATA SCALE LOCATION
JOB CONTROL POINT
POINT NO: 3
DESCRIPTION: D/H IN KERB#
GPS SCALE FACTOR = 1.000407273
E: 528988.687
N: 5259132.71
RL: 111.078
EPU = 0.04±

SOIL CLASSIFICATION:	P
WIND CLASSIFICATION:	N2

SITE COVERAGE		
SITE AREA	540.6	m²
PROPOSED BUILDING FOOTPRINT	117.0	m²
PROPOSED SITE COVERAGE	21.64	%

PROPOSED SITE PLAN

PRELIMINARY

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PROJECT NORTH

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REV:	DESCRIPTION:	BY:	DATE:
SK1	WINDOW AMENDMENTS	QT	25/06/26
A	ISSUED FOR CLIENT REVIEW	AN	16/07/26
B	COUNCIL RFI	AN	07/10/26
C	ADJUSTED FFL & AMENDED AS PER CLIENT COMMENTS	AN	29/10/26

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JOB ADDRESS: 16 Petra Drive Risdon Vale		CLIENT: Sagar Karki & Ganga Basnet	
DESIGNER: I. Brown	ACCRED. NO.: CC6652	SHEET:	2 of 10
DRAWN: A. Nguyen	DATE: June 2026	DESIGN TYPE:	Custom
CHECKED:	DATE:	DRAWING NO:	0392
SCALE: 1:200	REV: C		

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Version: 2, Version Date: 03/11/2026

AREAS:	
FLOOR AREA:	115.8 m²
PORCH:	1.2 m²
TOTAL AREA:	117.0 m²
DECK:	1.8 m²

LEGEND:

DP	DOWNPIPE LOCATION
SHR	SHOWER
BTH	BATH
VB	VANITY BASIN
WC	TOILET
WB	WALL HUNG BASIN
REF	REFRIGERATOR
P	PANTRY
RH	RANGE HOOD
UBO	UNDER BENCH OVEN
CT	COOK TOP
S	SINK
DW	DISH WASHER
T	TROUGH
WM	WASHING MACHINE
MH	MANHOLE
CSD	CAVITY SLIDING DOOR
AAW	ALUM. AWNING WINDOW
AFW	ALUM. FIXED WINDOW
ASD	ALUM. SLIDING DOOR
B/O	BEAM OVER
BAL	BALUSTRADE

BAL SELECTED BALUSTRADE TO BUILDER'S STANDARD DETAIL INSTALLED IN ACCORDANCE WITH NCC

MASONRY ARTICULATION JOINT - LOCATION TO ENGINEER'S DETAILS

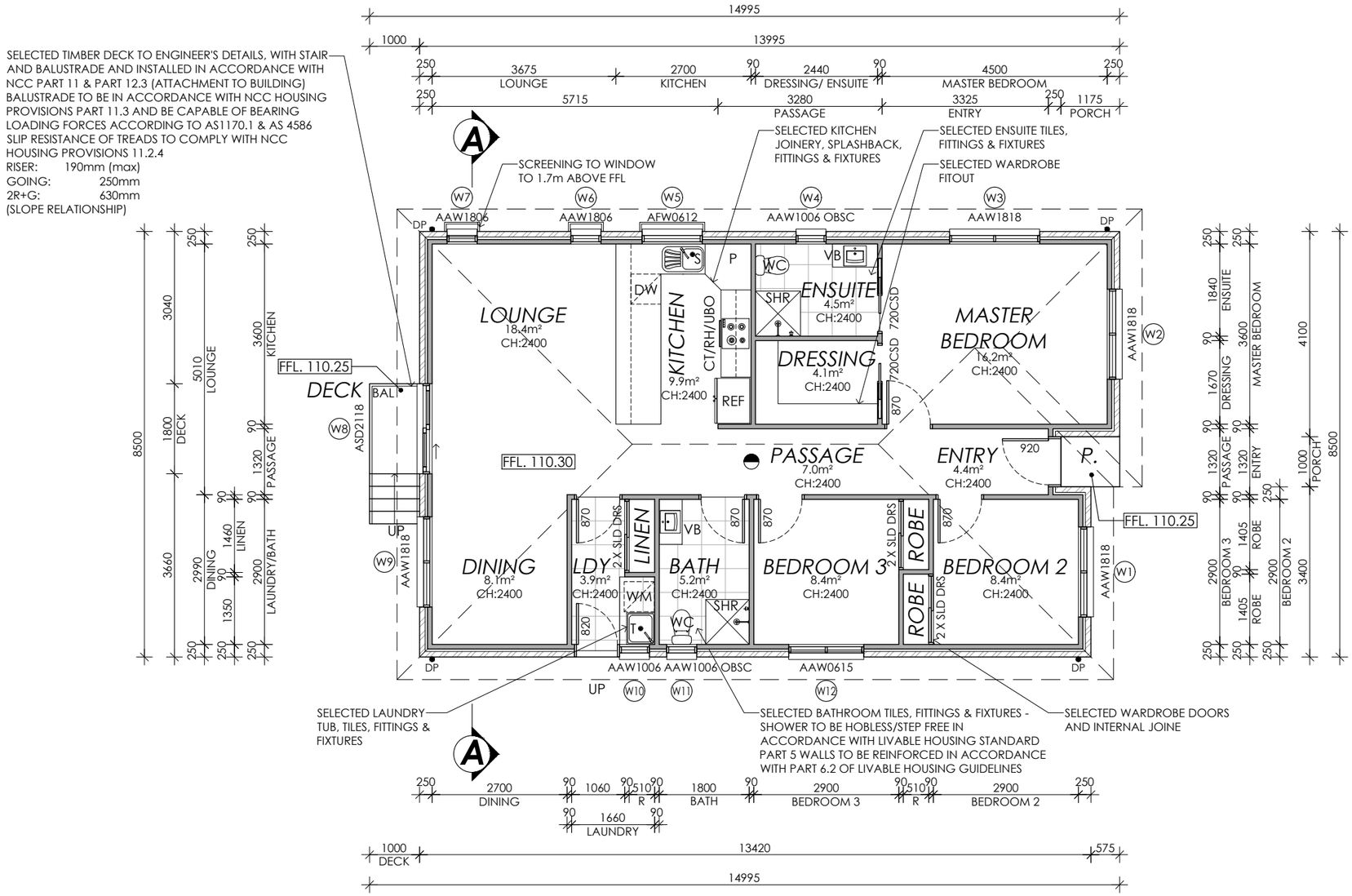
CEILING MOUNTED INTERCONNECTED SMOKE DETECTORS, MAINS WIRED WITH BATTERY BACKUP, ALL IN ACCORDANCE WITH AS 3786.

DP 90mm DOWNPIPE

NOTE: LIFT OFF HINGES TO WC TO BE INSTALLED AS REQUIRED IN ACCORDANCE WITH NCC.

SUB FLOOR VENTILATION	
Zone C	6000
Subfloor wall length	46
Area of ventilation	277140000
Vent size 230x76	17480
Number of vents	16

SUBFLOOR VENTIILATION TO BE PROVIDED IN ACCORDANCE WITH NCC HOUSING PROVISIONS PART 10.8



Framing NCC H1D6
All timber framing, fixing and bracing shall comply with AS 1684 and the requirements of NCC H1D6. Manufactured sizes must not be undersized to those specified, for all timber sizes, stress grades, spacing and wall bracing refer to Engineer's details. Tie-down details shall be in accordance with Engineer's details and comply with NCC H1D6 (4). Structural steel members shall comply with the requirements of clauses in NCC H1D6 (3). Refer to Engineer's details where provided.

Glazing NCC H1D8
All windows to be aluminium awning style, double glazed (obscured safety glass to bathrooms as shown on drawings) All glazing shall comply with the requirements of AS 2047 & AS 1288 and NCC H1D8.

Human impact safety requirements shall comply with NCC H1D8 (3) and Part 8.4 of the ABCB Housing provisions.

Note:
Builder and subcontractors to verify all dimension and levels prior to the commencement of any work. Give 24hrs minimum notice where amendments are required to design of working drawings. These drawings are to be read in conjunction with Engineer's and Surveyor's drawings and notes. Do not scale drawings. Dimensions are to take preference over scale. Building specification and Engineer's drawings shall override architectural drawings. All construction work shall be carried out in accordance with the state building regulations, local council by-laws and relevant NCC and AS codes.

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Energy efficiency:
Insulation must comply with AS/NZS4859.1 and be installed in accordance with ABCB housing provisions Part 13.2.2 and comply with minimum R values for climate zone 7.
Bulk insulation between external studs to be insulated with min R2.0. (Ensure batts fit within cavity without compression, making sure that there is at least 25mm gap from the reflective surface). External walls are to be clad with vapour permeable reflective foil over the outside of the timber frame. Ceiling to be insulated with R4.0 and vapour permeable sarking. Floor to be insulated with Min R1.7 batts where applicable. Seal exhaust fans to Ensuite, Bathroom, Laundry and Kitchen. All downlights to be IC rated. Construction of the external walls, floor and roof for compliance with building sealing requirements shall comply with *BCA 2019 Part 3.12*

General:
All flashings, weep holes and damp proof coursing to be in accordance with NCC Housing provisions Part 5.7. Fibre cement sheet in accordance with NCC Housing provisions Part 7.5. Block construction in accordance NCC Housing provisions Part 5. Plasterboard linings to internal walls and ceilings with selected cornice. (see below for wet areas)

Wet areas: All wet areas shall comply with the requirements of ABCB Housing provisions Part 10.2. Provide waterproof plasterboard sheeting to all walls and ceilings. Provide ceramic tiles or other approved water resistant lining in accordance with Part 10.2.9 to a minimum height of 1800mm to shower walls and to a height of min 150mm behind baths, basins, sinks, troughs, washing machines and wall fixtures.

For construction of floor wastes refer to NCC ABCB Housing provisions part 10.2.12. For typical installation requirements for substrate preparation, penetrations, flashings/ junctions, membranes, screeds, hobs, baths, showers, door jambs and screens refer to ABCB Housing provisions part 10.2.14-32.

PROPOSED FLOOR PLAN
FLOOR AREA: 117.0m²

PRELIMINARY

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PROJECT NORTH

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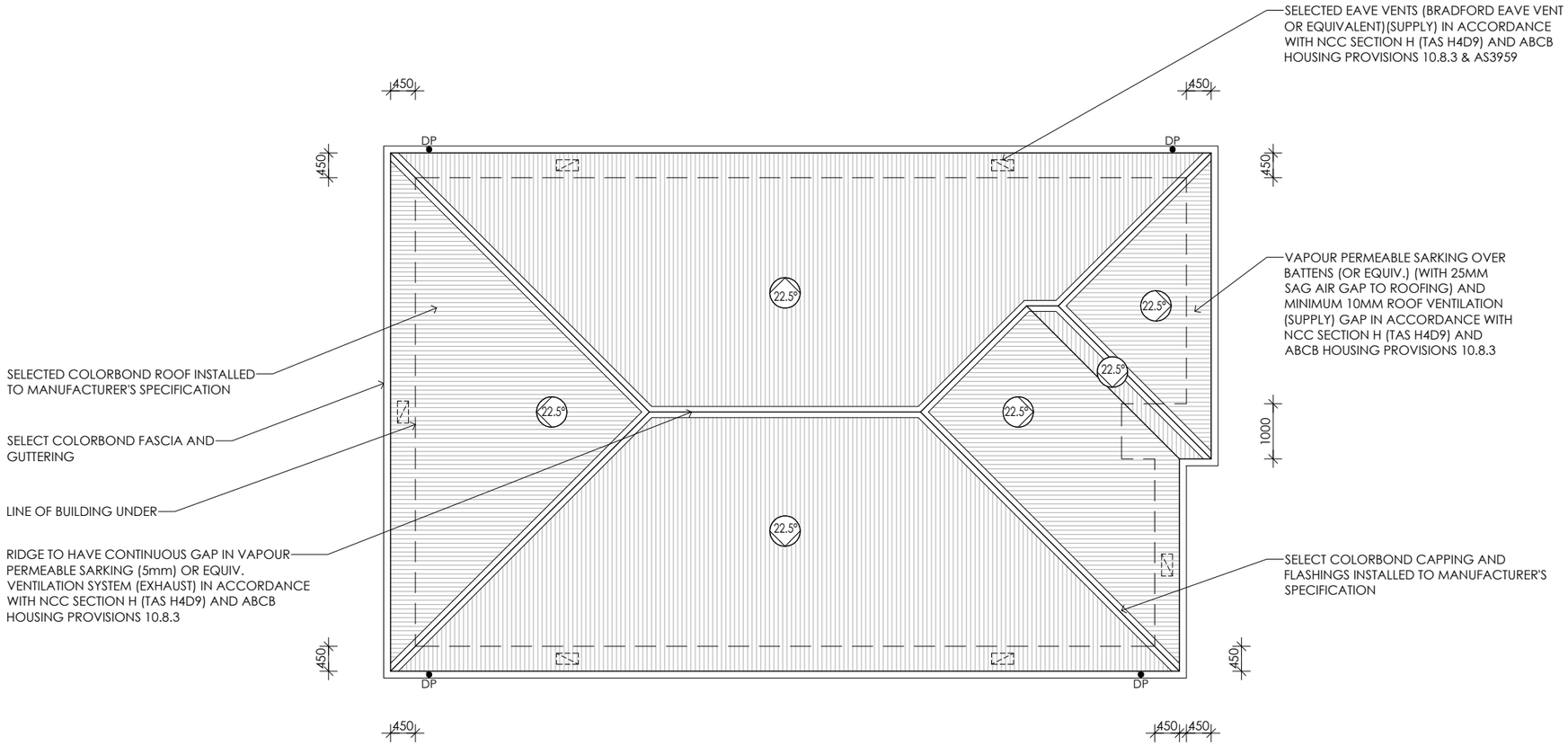
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DESIGNER: I. Brown	ACCRED. NO.: CC6652	SHEET:	3 of 10
DRAWN: A. Nguyen	DATE: June 2026	DESIGN TYPE:	Custom
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ROOF VENTILATION		
NCC requirement for roof pitch	7000	5000
Longest dimension of roof	14.9	14.9
Free open area of vent	21000	10000 (5000 PER SIDE)
Number of vents	6.0	7.5 LM
Vent type	Standard (200 x 400 eave vent)	RIDGE CAP WITH MEMBRANE GAP

PROPOSED ROOF PLAN

● DP 90mm DOWNPIPE

Framing NCC H1D6
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Energy efficiency:
Insulation must comply with AS/NZS4859.1 and be installed in accordance with ABCB housing provisions Part 13.2.2 and comply with minimum R values for climate zone 7.
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PRELIMINARY

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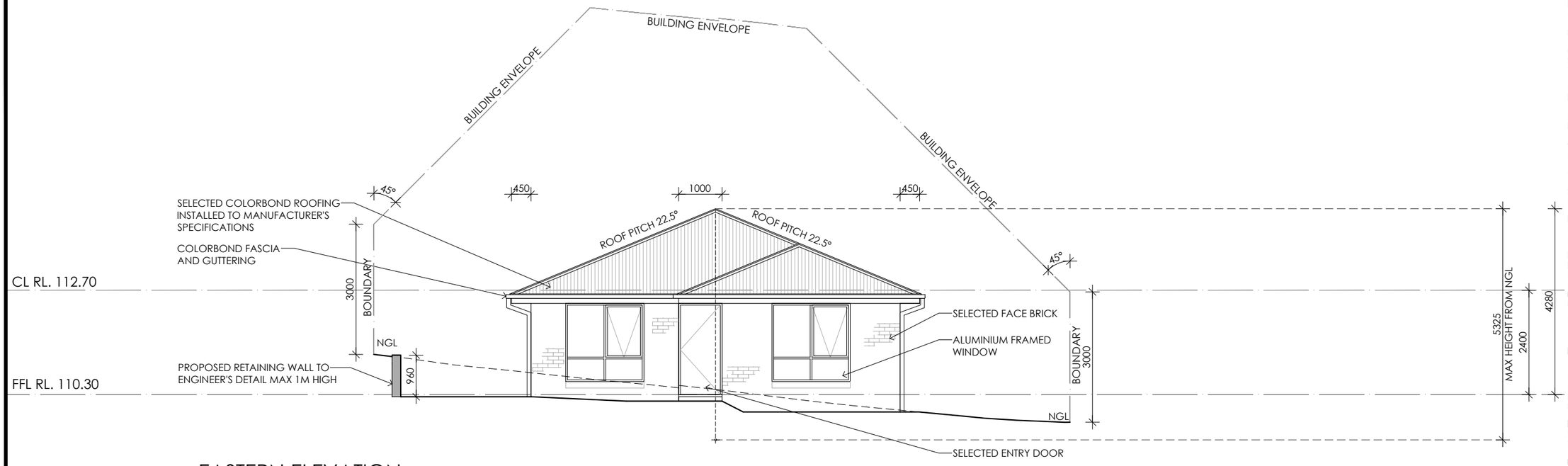
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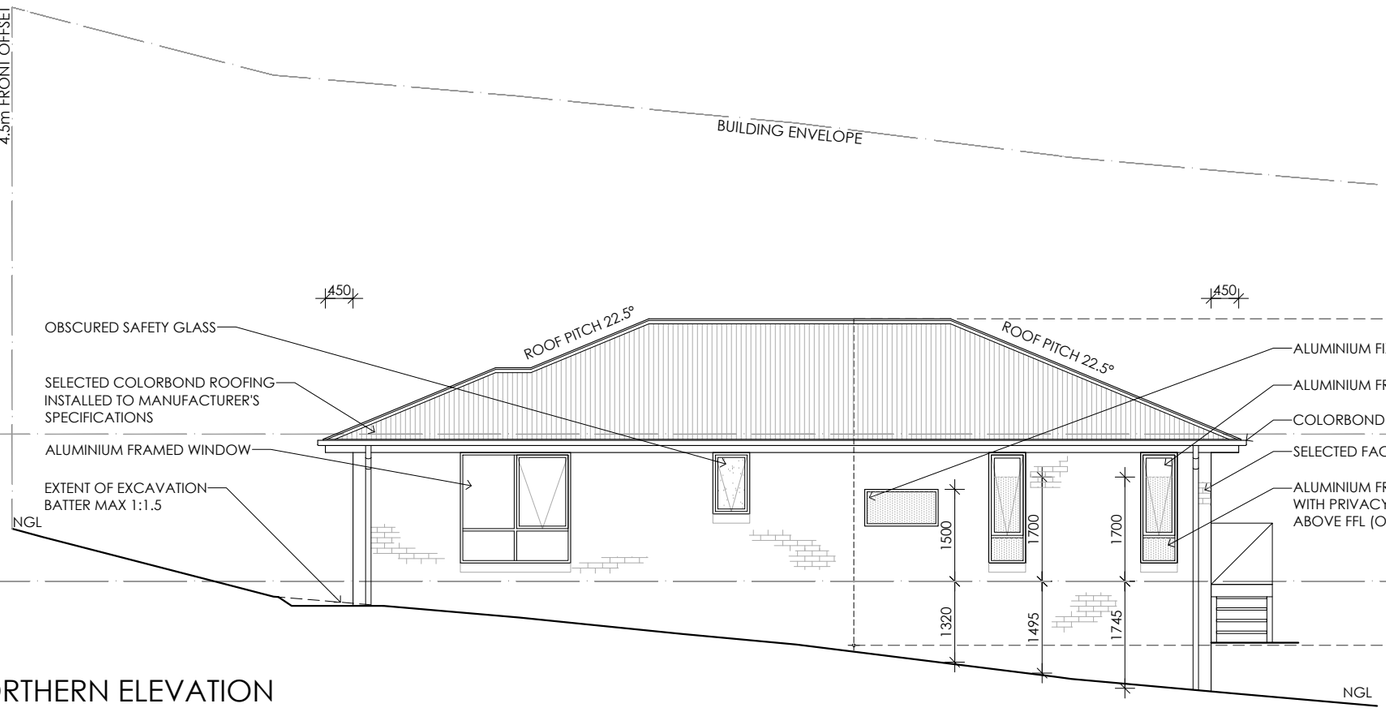
CLIENT:
Sagar Karki &
Ganga Basnet

DESIGNER: I. Brown	ACCRED. NO.: CC6652	SHEET:	4 of 10
DRAWN: A. Nguyen	DATE: June 2026	DESIGN TYPE:	Custom
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Document Set ID: 6108880
Version: 2, Version Date: 03/11/2026



EASTERN ELEVATION



NORTHERN ELEVATION

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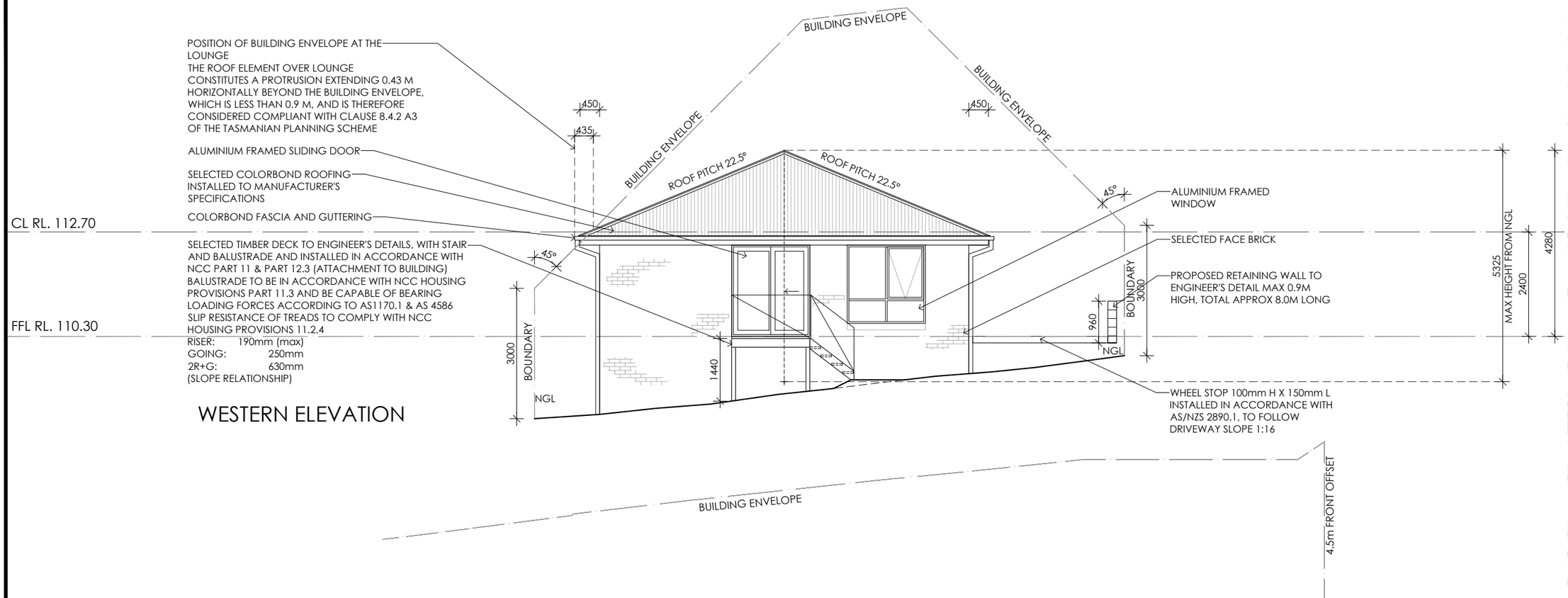
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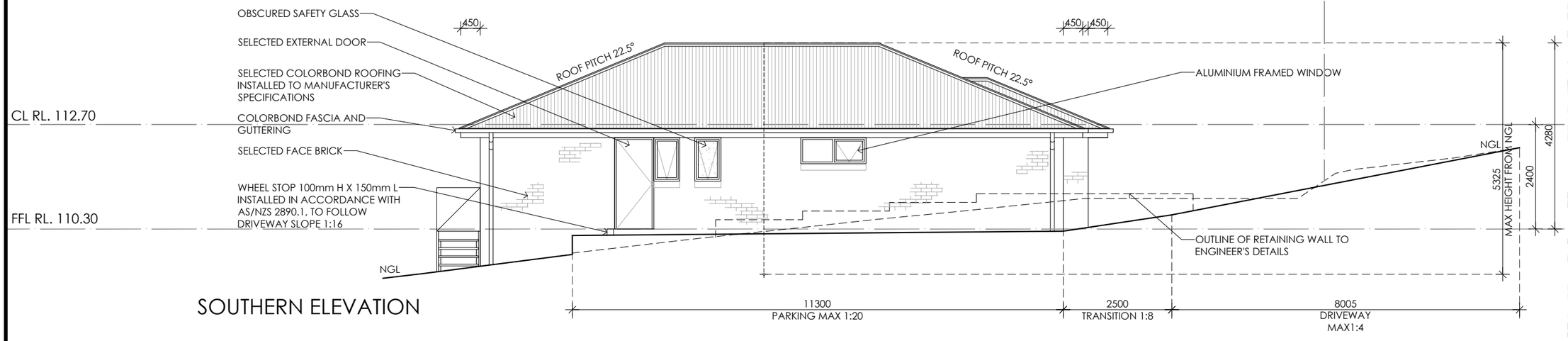
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WESTERN ELEVATION



SOUTHERN ELEVATION

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For construction of floor wastes refer to NCC ABCB Housing provisions part 10.2.12. For typical installation requirements for substrate preparation, penetrations, flashings/ junctions, membranes, screeds, hobs, baths, showers, door jambs and screens refer to ABCB Housing provisions part 10.2.14-32.

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JOB ADDRESS:
16 Petra Drive
Risdon Vale

CLIENT:
Sagar Karki &
Ganga Basnet

DESIGNER: I. Brown	ACCRED. NO.: CC6652	SHEET:	6 of 10
DRAWN: A. Nguyen	DATE: June 2026	DESIGN TYPE:	Custom
CHECKED:	DATE:	DRAWING NO:	0392
SCALE: 1:100	REV: C		

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Version: 2, Version Date: 03/11/2026

Framing NCC H1D6
All timber framing, fixing and bracing shall comply with AS 1684 and the requirements of NCC H1D6. Manufactured sizes must not be undersized to those specified, for all timber sizes, stress grades, spacing and wall bracing refer to Engineer's details. Tie-down details shall be in accordance with Engineer's details and comply with NCC H1D6 (4). Structural steel members shall comply with the requirements of clauses in NCC H1D6 (3). Refer to Engineer's details where provided.

Glazing NCC H1D8
All windows to be aluminium awning style, double glazed (obscured safety glass to bathrooms as shown on drawings) All glazing shall comply with the requirements of AS 2047 & AS 1288 and NCC H1D8.

Human impact safety requirements shall comply with NCC H1D8 (3) and Part 8.4 of the ABCB Housing provisions.

Note:
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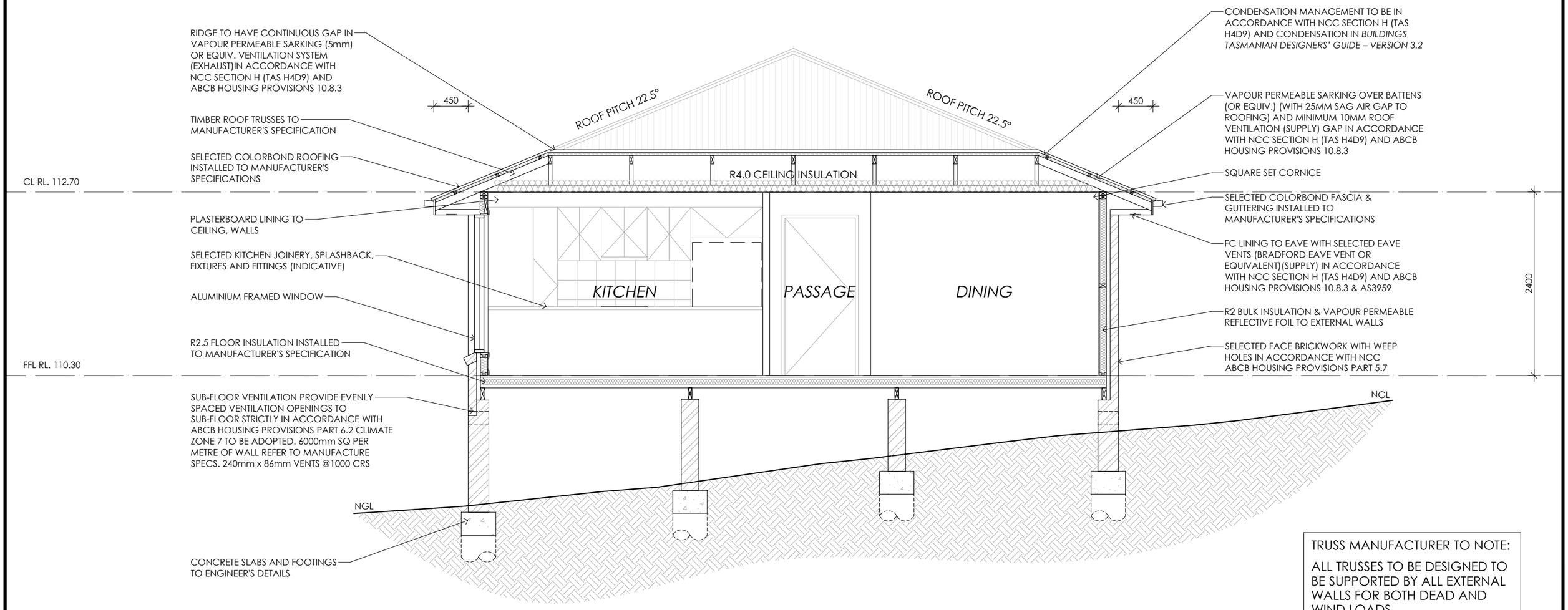
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TRUSS MANUFACTURER TO NOTE:

ALL TRUSSES TO BE DESIGNED TO BE SUPPORTED BY ALL EXTERNAL WALLS FOR BOTH DEAD AND WIND LOADS.

SECTION A-A

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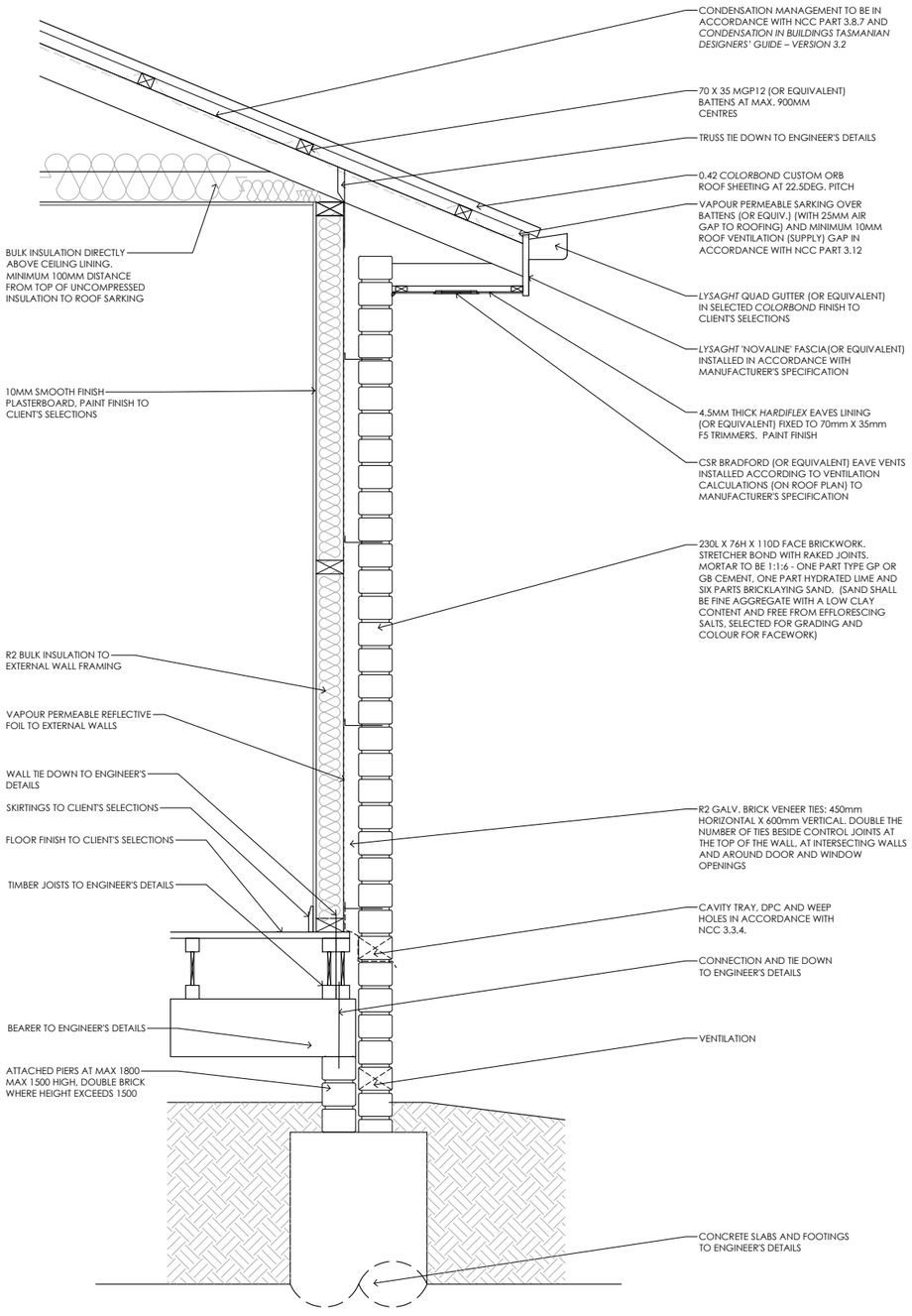
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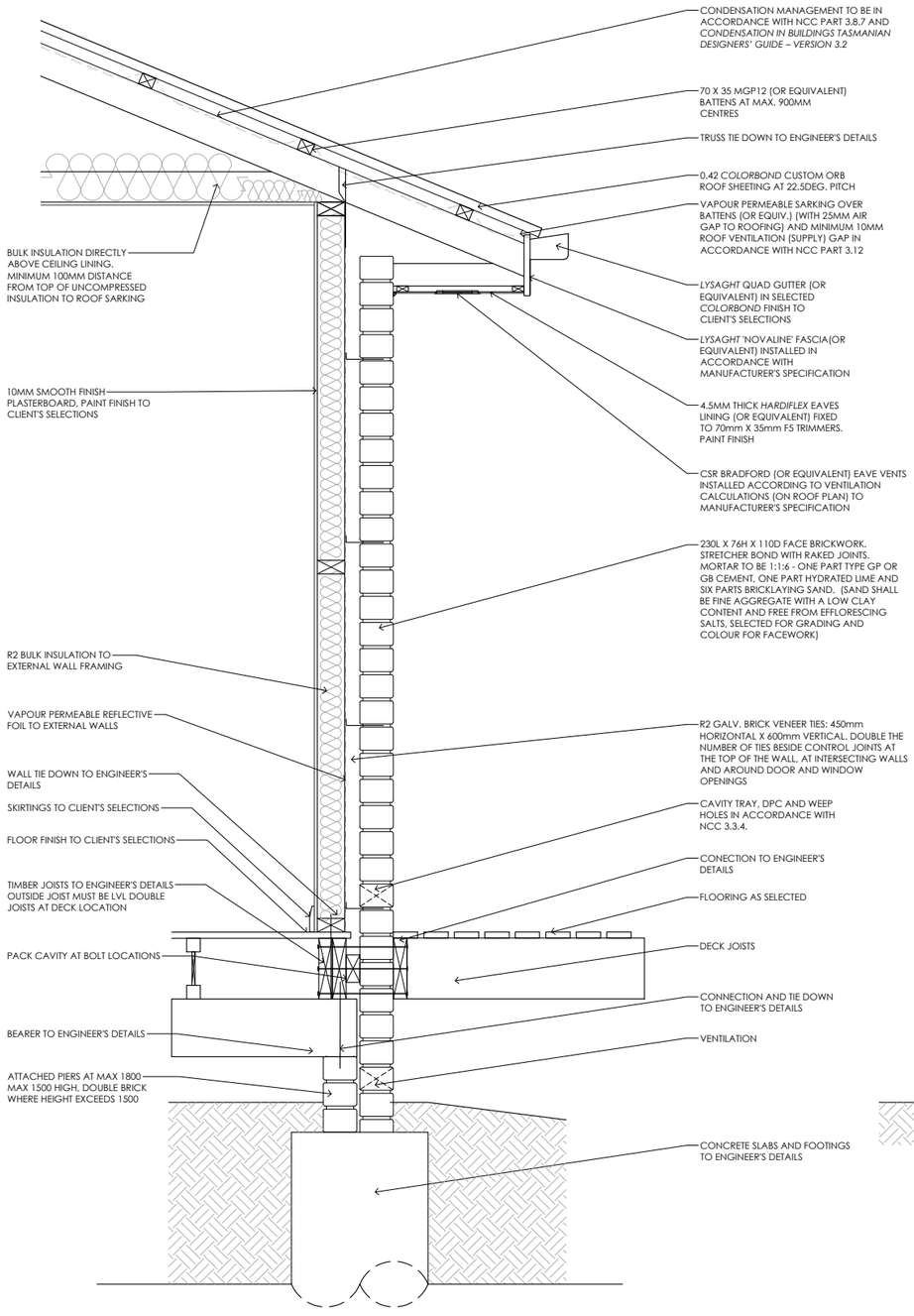
CLIENT: Sagar Karki & Ganga Basnet

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DRAWN: A. Nguyen	DATE: June 2026	DESIGN TYPE:	Custom
CHECKED:	DATE:	DRAWING NO:	0392
SCALE: 1:50	REV: C		

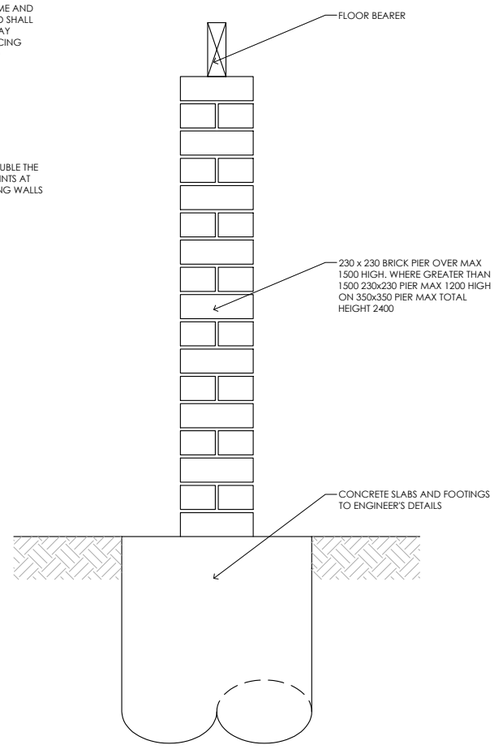
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FLOOR, WALL & ROOF DETAIL SCALE 1:20



DECK, TIMBER FLOOR CONNECTION DETAIL SCALE 1:20



ISOLATED BRICK PIER DETAIL SCALE 1:20

TYPICAL SECTION DETAILS

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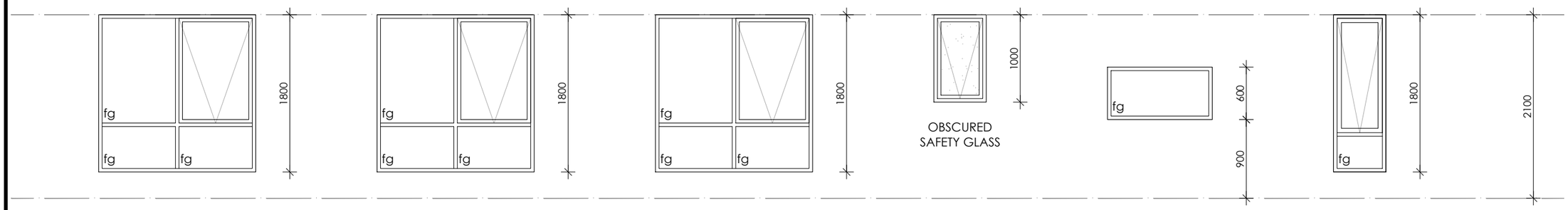
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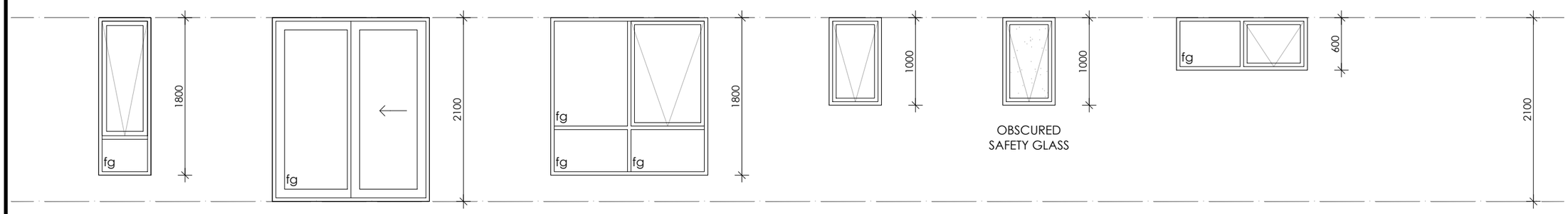
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W1	W2	W3	W4	W5	W6
1800	1800	1800	600	1200	600
AAW1818	AAW1818	AAW1818	AAW1006	AFW0612	AAW1806



W7	W8	W9	W10	W11	W12
600	1800	1800	600	600	1500
AAW1806	ASD2118	AAW1818	AAW1006	AAW1006	AAW0615

WINDOW SCHEDULE

fg FIXED GLAZING

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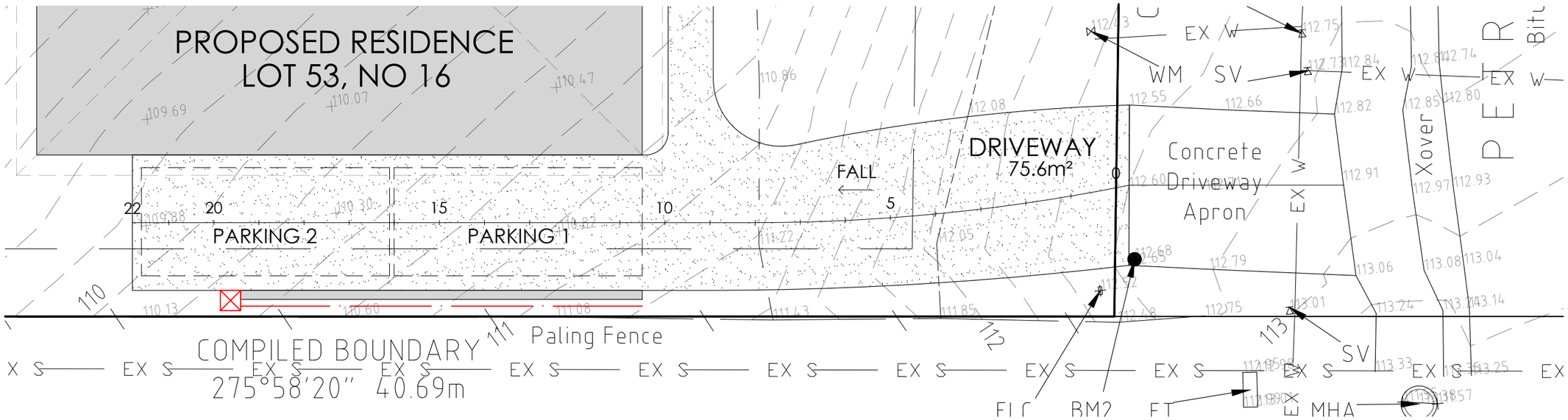
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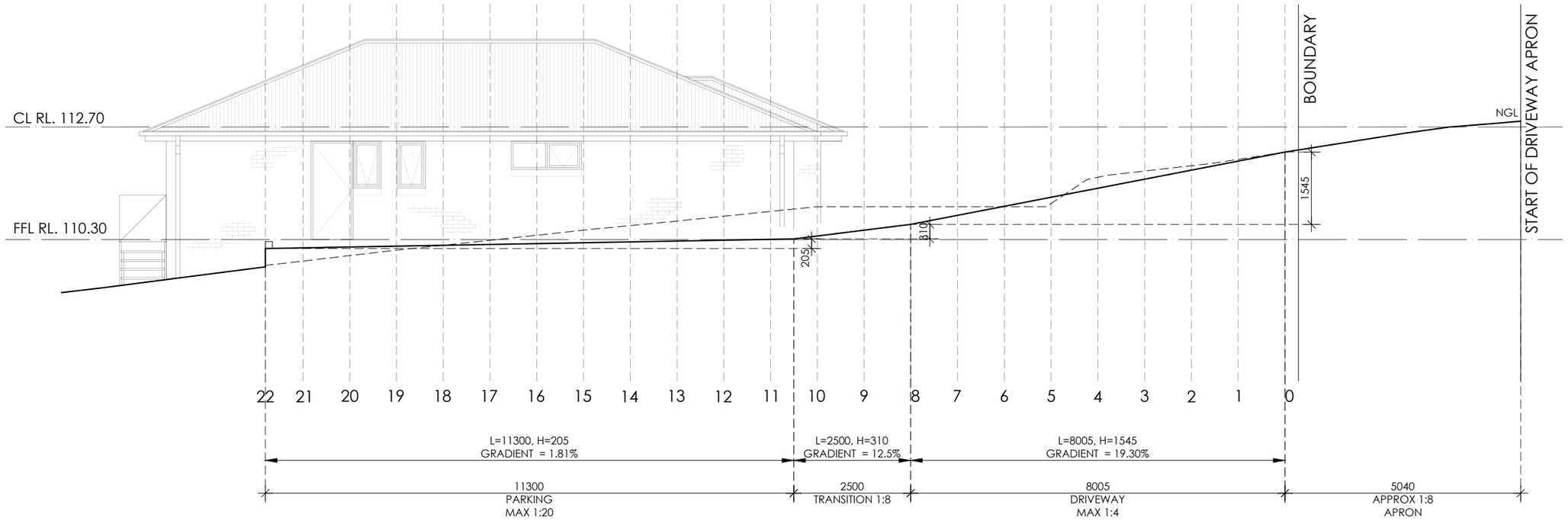
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PROPOSED DRIVEWAY PLAN



PROPOSED DRIVEWAY LONG SECTION

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