DEVELOPMENT APPLICATION

PDPLANPMTD-2026/064859

PROPOSAL: Dwelling

LOCATION: 4 Bottlebrush Way, 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.

Clarence City Council

Clarence... a brighter place

APPLICATION FOR DEVELOPMENT / USE OR SUBDIVISION

*The personal information on this form is required by Council for the development of land under the Land Use Planning and Approvals Act 1993. We will only use your personal information for this and other related purposes. If this information is not provided, we may not be able to deal with this matter. You may access and/or amend your personal information at any time. How we use this information is explained in our **Privacy Policy**, which is available at www.ccc.tas.gov.au or at Council offices.*

Proposal: New residential dwelling

Location:
Address 4 Bottlebrush Way
Suburb/Town Risdon Vale, TAS *Postcode* 7019

Current Owners/s:

Applicant:

Personal Information Removed

Does the proposal involve land administered or owned by the Crown or Council? Yes [ ] No [X]

Clarence City Council

DEVELOPMENT/USE OR SUBDIVISION DECLARATION

Clarence... a brighter place

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. Where the application is submitted under Section 43A, the owner's 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.*

Applicant's Signature:

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.

Documentation required:

1. **MANDATORY DOCUMENTATION**

This information is required for the application to be valid. An application lodged without these items is unable to proceed.

- ❑ 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 Council.

  (please refer to http://www.ccc.tas.gov.au/fees or phone (03) 6217 9550 to determine applicable fees).

2. **ADDITIONAL DOCUMENTATION**

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 plan 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 plan**s 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 Council's Planning Officers on (03) 6217 9550 who will be pleased to assist.

RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

SEARCH OF TORRENS TITLE

VOLUME	FOLIO
187066	55
EDITION	DATE OF ISSUE
2	15-Apr-2025

SEARCH DATE : 23-July-2026
SEARCH TIME : 03.19 pm

DESCRIPTION OF LAND

City of CLARENCE
Lot 55 on Sealed Plan 187066
Derivation : Part of Lot 31801, 248A-1R-0P Gtd. to Fane Claude Campbell Cox
Prior CT 185980/200

SCHEDULE 1

N244187 TRANSFER to RJVB DEVELOPMENTS PTY LTD, RJVB SUPER PTY LTD and HEDLAN SUPER PTY LTD as tenants in common in equal shares Registered 15-Apr-2025 at 12.01 pm

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
SP187066 COVENANTS in Schedule of Easements
SP187066 FENCING COVENANT in Schedule of Easements
SP185980 COVENANTS in Schedule of Easements
SP185980 FENCING COVENANT in Schedule of Easements
E176986 AGREEMENT pursuant to Section 78 of the Land Use Planning and Approvals Act 1993 Registered 23-June-2021 at noon
E346931 AGREEMENT pursuant to Section 78 of the Land Use Planning and Approvals Act 1993 Registered 23-May-2023 at noon
E315521 AGREEMENT pursuant to Section 78 of the Land Use Planning and Approvals Act 1993 Registered 19-Dec-2023 at noon
E371524 AGREEMENT pursuant to Section 78 of the Land Use Planning and Approvals Act 1993 Registered 19-Dec-2023 at 12.01 pm
E380154 AGREEMENT pursuant to Section 78 of the Land Use Planning and Approvals Act 1993 Registered 12-July-2024 at noon

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

OWNER EDISON TASMANIA PTY LTD

FOLIO REFERENCE C.T.185980/200

GRANTEE PART OF LOT 31801 (248A–1R–0Ps)
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: 2000 LENGTHS IN METRES

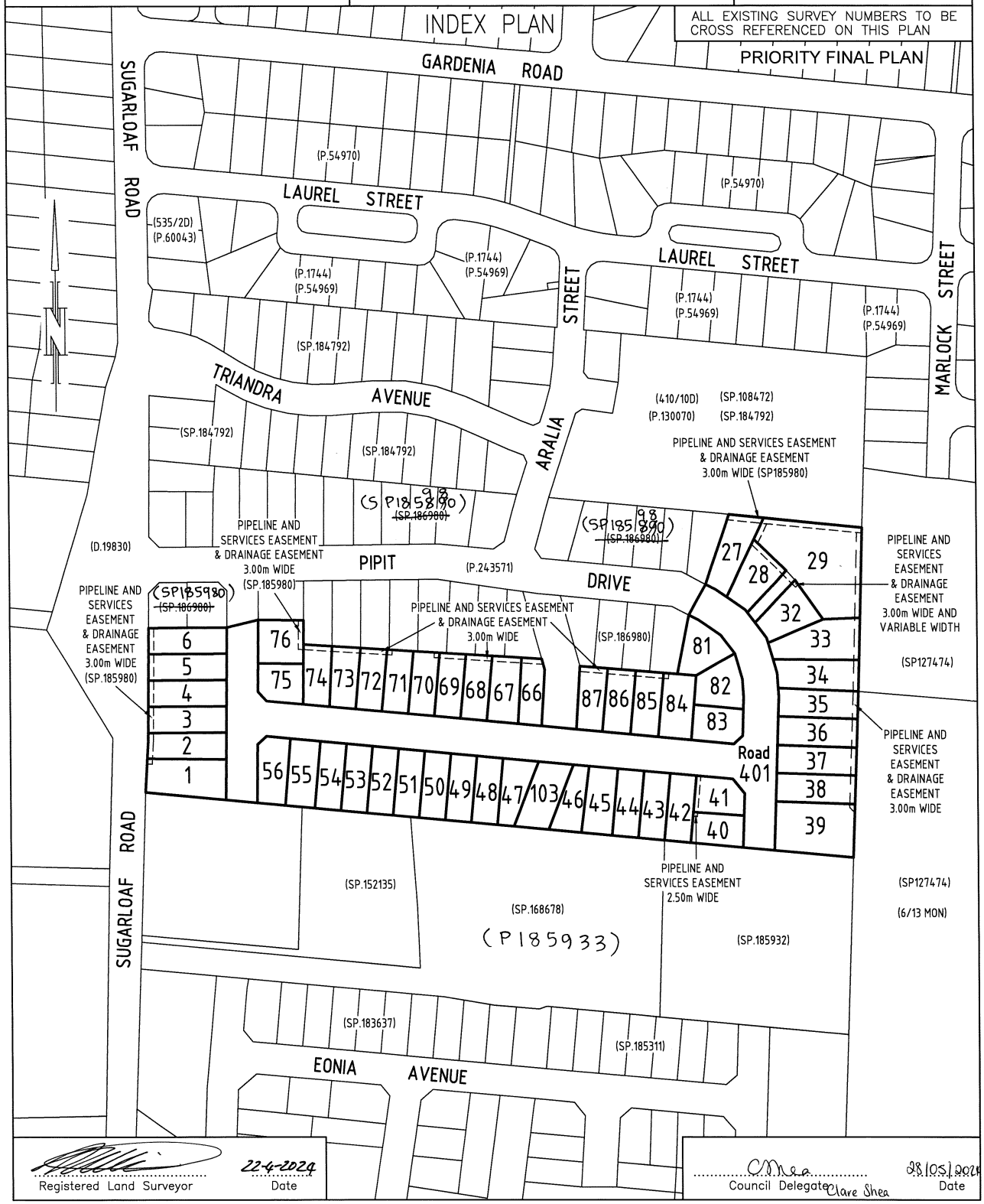
REGISTERED NUMBER
SP187066

~~APPROVED~~
EFFECTIVE FROM 12 JUL 2024
Recorder of Titles

INDEX PLAN

ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN

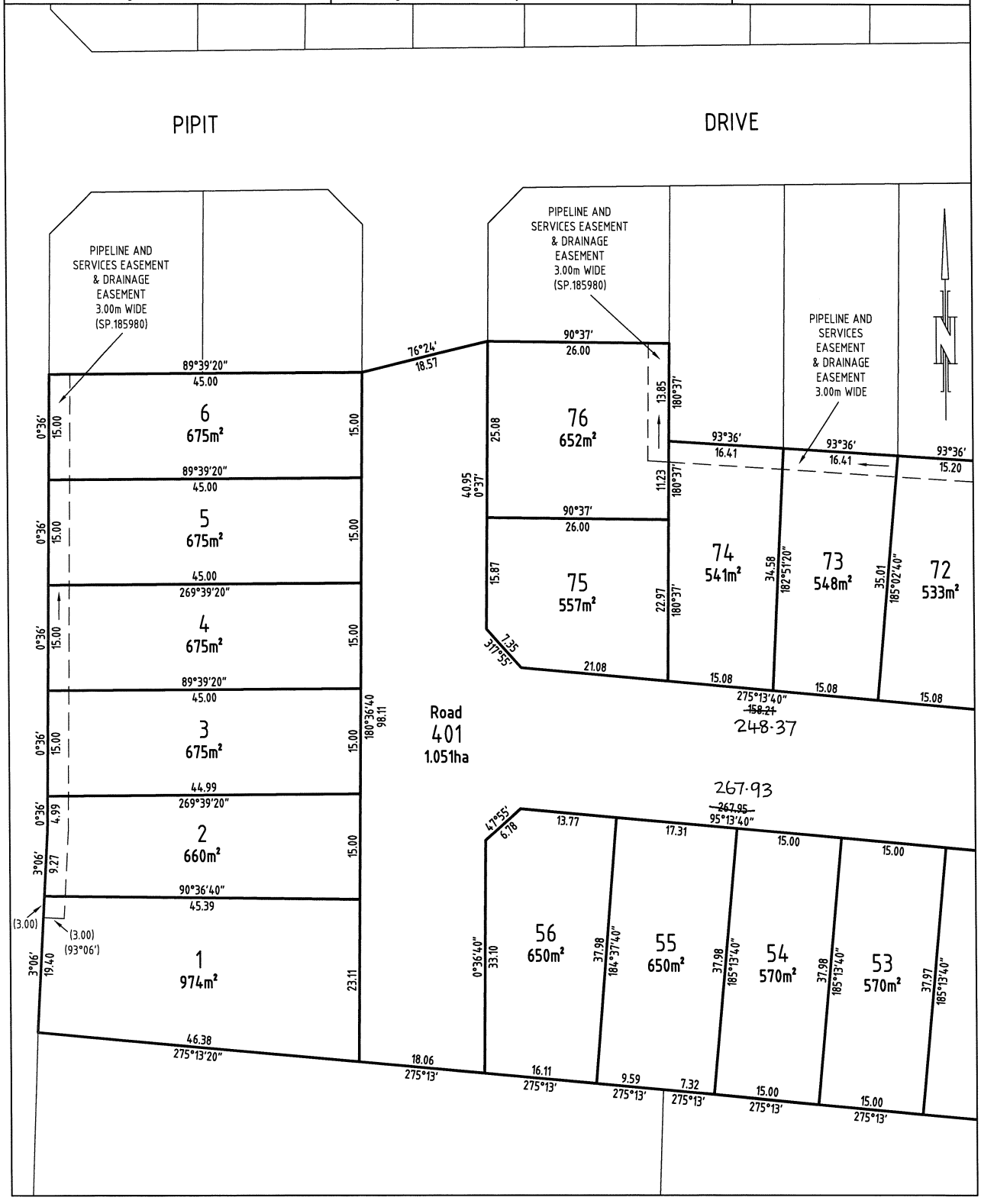
PRIORITY FINAL PLAN



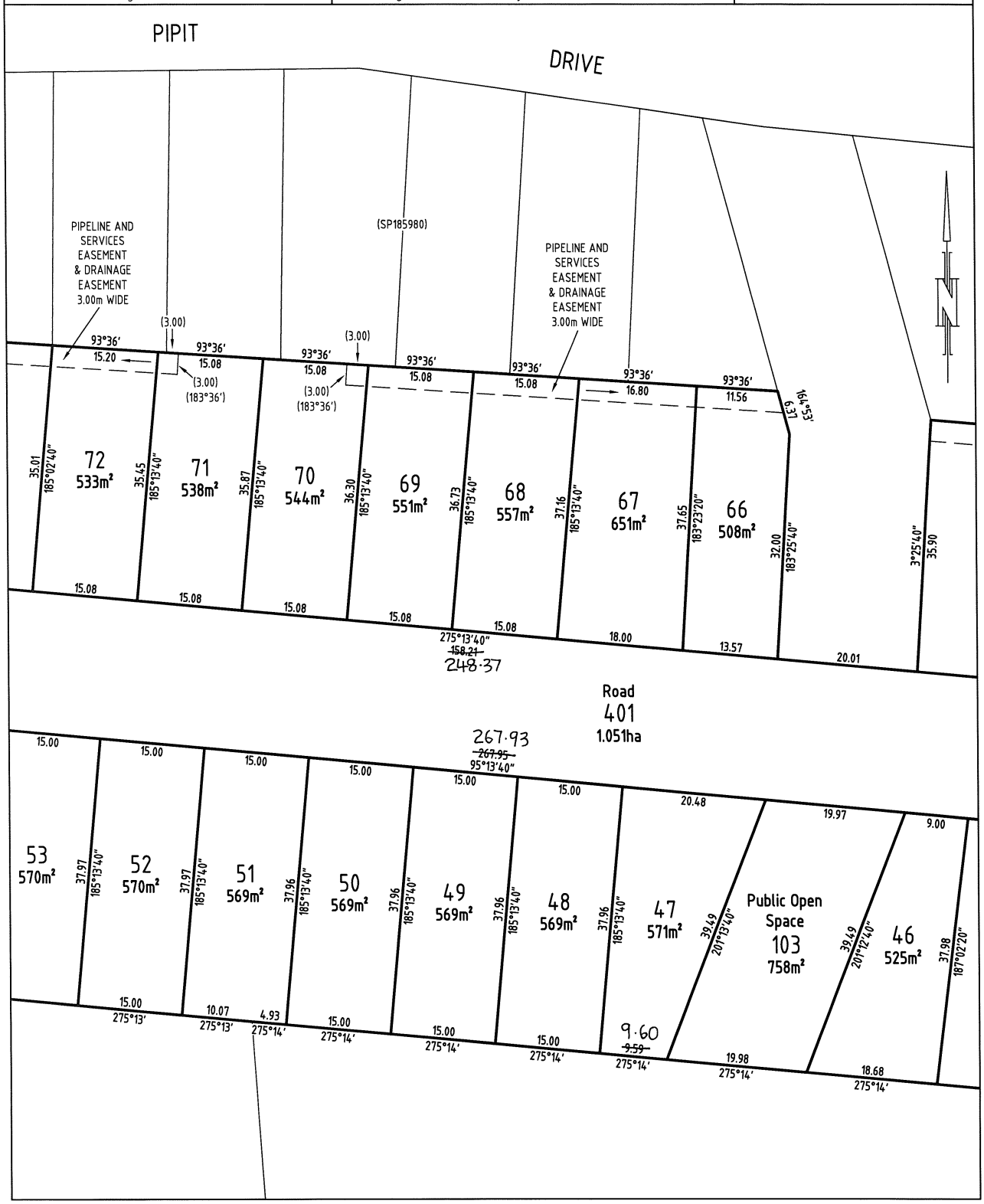
22-4-2024
Registered Land Surveyor Date

28/05/2024
Council Delegate Clare Shea Date

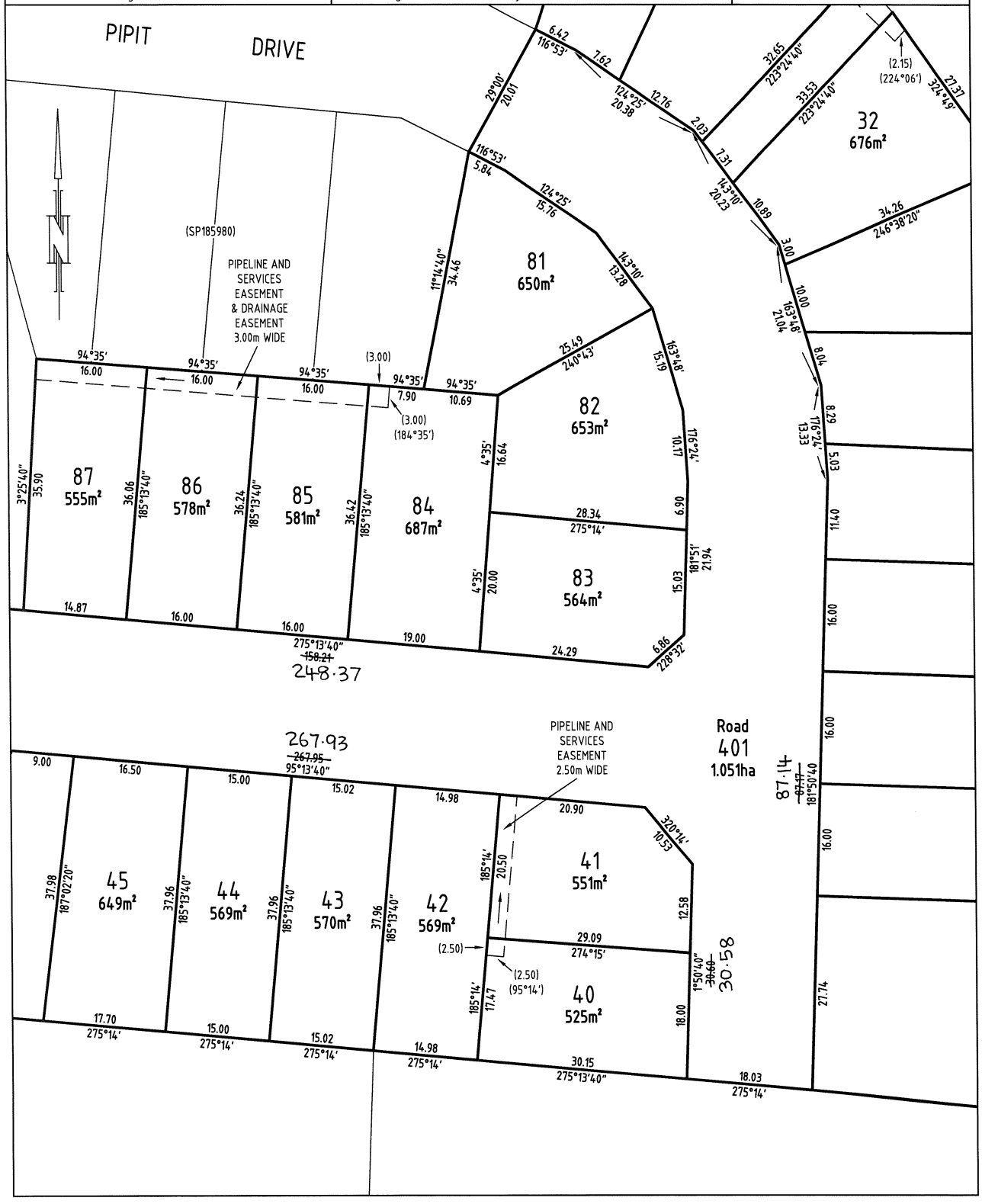
PLAN OF SURVEY ANNEXURE SHEET SHEET 1 OF 5 SHEETS	OWNER: EDISON TASMANIA PTY LTD FOLIO REFERENCE: C.T.185980/200 SCALE 1: 500 LENGTH IN METRES	Registered Number SP187066
SIGNED FOR IDENTIFICATION PURPOSES Council Delegate 28/05/2024 Date	THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. Registered Land Surveyor 22-4-2024 Date	~~APPROVED~~ EFFECTIVE FROM 12 JUL 2024 Recorder of Titles



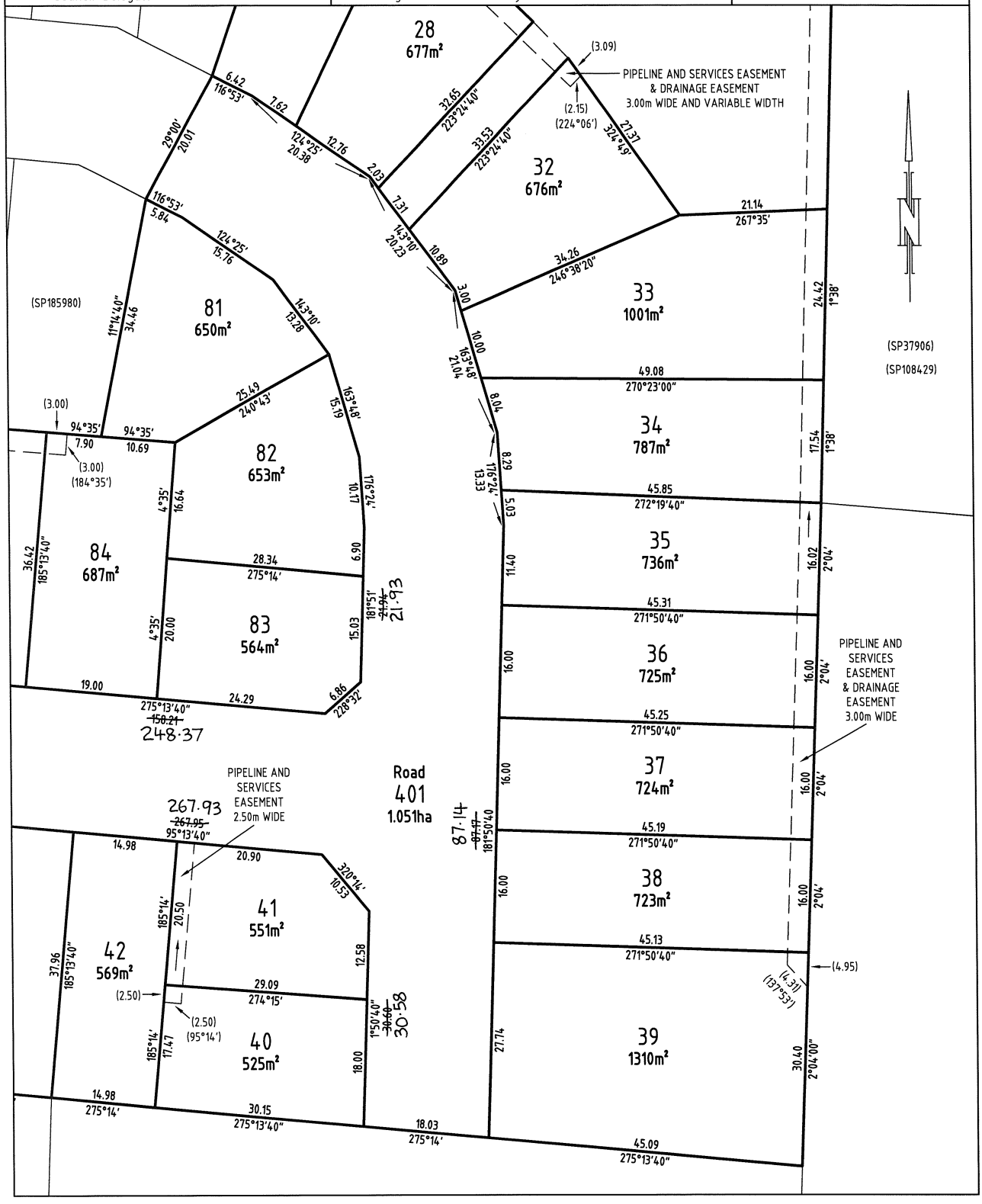
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SIGNED FOR IDENTIFICATION PURPOSES C Dea — 28/05/2024 Council Delegate — Date	THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. — 22-4-2024 Registered Land Surveyor — Date	~~APPROVED~~ EFFECTIVE FROM 12 JUL 2024 Recorder of Titles



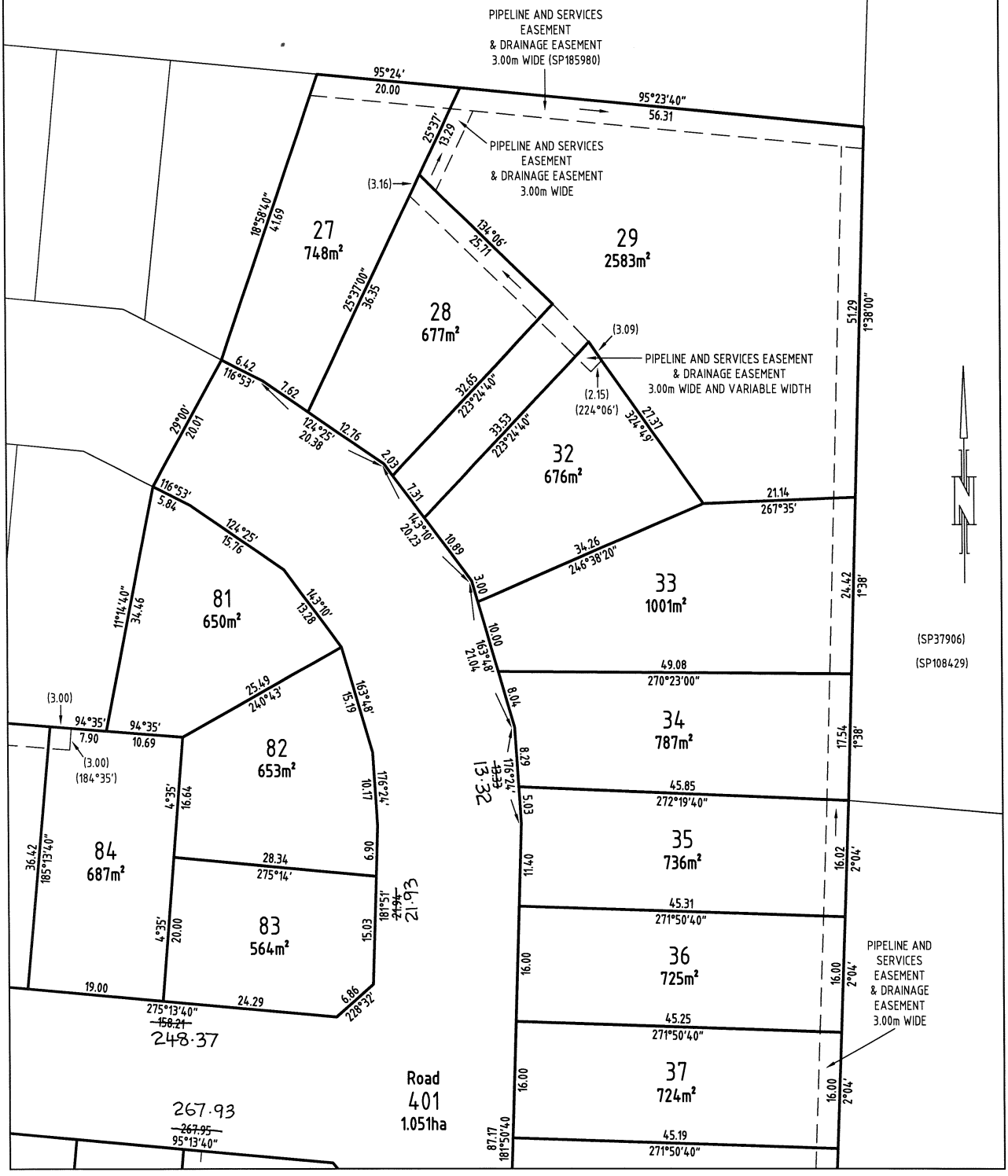
PLAN OF SURVEY ANNEXURE SHEET SHEET 3 OF 5 SHEETS	OWNER: EDISON TASMANIA PTY LTD FOLIO REFERENCE: C.T.185980/200 SCALE 1: 500 LENGTH IN METRES	Registered Number SP 187066
SIGNED FOR IDENTIFICATION PURPOSES Council Delegate 28/05/2024 Date	THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. Registered Land Surveyor 22-4-2024 Date	~~APPROVED~~ EFFECTIVE FROM 12 JUL 2024 Recorder of Titles



PLAN OF SURVEY ANNEXURE SHEET SHEET 4 OF 5 SHEETS	OWNER: EDISON TASMANIA PTY LTD FOLIO REFERENCE: C.T.185980/200 SCALE 1: 500 LENGTH IN METRES	Registered Number SP 187066
SIGNED FOR IDENTIFICATION PURPOSES Council Delegate 28/05/2024 Date	THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. Registered Land Surveyor 22-4-2024 Date	~~APPROVED~~ EFFECTIVE FROM 12 JUL 2024 Recorder of Titles



PLAN OF SURVEY ANNEXURE SHEET SHEET 5 OF 5 SHEETS	OWNER: EDISON TASMANIA PTY LTD FOLIO REFERENCE: C.T.185980/200 SCALE 1: 500 LENGTH IN METRES	Registered Number SP 187066
SIGNED FOR IDENTIFICATION PURPOSES Council Delegate 28/05/2024 Date	THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. Registered Land Surveyor 22-4-2024 Date	~~APPROVED~~ EFFECTIVE FROM 12 JUL 2024 Recorder of Titles



SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP187066

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 1-6 (inclusive), 27, 29 and 76 on the Plan are subject to a right of drainage in gross in favour of Clarence City Council over the land marked 'PIPELINE AND SERVICES EASEMENT & DRAINAGE EASEMENT 3.00m WIDE (SP. 185980)' shown passing through such Lots.

Lots 29, 33-39 (inclusive) 66-74 (inclusive) and 84-87 (inclusive) are subject to a right of drainage in gross in favour of Clarence City Council over the land marked 'PIPELINE AND SERVICES EASEMENT & DRAINAGE EASEMENT 3.00m WIDE' shown passing through such Lots.

Lots 28, 29 and 32 are subject to a right of drainage in gross in favour of Clarence City Council over the land marked 'PIPELINE AND SERVICES EASEMENT & DRAINAGE EASEMENT 3.00m WIDE AND VARIABLE WIDTH' shown passing through such Lots.

Lots 40 and 41 are subject to a Pipeline and Services Easement in gross in favour of Taswater over the land marked 'PIPELINE AND SERVICES EASEMENT 2.50m WIDE' shown passing through such Lots.

Lots 1-6 (inclusive), 27, 29 and 76 on the Plan are subject to a Pipeline and Services Easement (as defined herein) in gross in favour of TasWater over the land marked 'PIPELINE AND SERVICES EASEMENT & DRAINAGE EASEMENT 3.00m WIDE (SP. 185980)' shown passing through such Lots ("the Easement Land").

Lots 29, 33-39 (inclusive) 66-74 (inclusive) and 84-87 (inclusive) are subject to a Pipeline and Services Easement (as defined herein) in gross in favour of TasWater over the land marked 'PIPELINE AND SERVICES EASEMENT & DRAINAGE EASEMENT 3.00m WIDE' shown passing through such Lots ("the Easement Land").

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: EDISON TASMANIA PTY LTD (ACN 629 704 294) FOLIO REF: 185980/200 SOLICITOR: BUTLER McINTYRE & BUTLER (CKT211963)	PLAN SEALED BY: CLARENCE CITY COUNCIL DATE: 28th May 2024 SD-2019/1 Stage 3-6 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 3 PAGES	Registered Number SP 187066
SUBDIVIDER: EDISON TASMANIA PTY LTD (ACN 629 704 294) FOLIO REFERENCE: C/T 185980/200	

Lots 28, 29 and 32 are subject to a Pipeline and Services Easement (as defined herein) in gross in favour of TasWater over the land marked PIPELINE AND SERVICES EASEMENT & DRAINAGE EASEMENT 3.00m WIDE AND VARIABLE WIDTH' shown passing through such Lots ("the Easement Land").

CLT 12/7/24

~~Lots 40 and 41 are subject to a Pipeline and Services Easement (as defined herein) in gross in favour of TasWater over the land marked 'PIPELINE AND SERVICES EASEMENT & DRAINAGE EASEMENT 2.50m WIDE' shown passing through such Lots.~~

FENCING COVENANT

The owner of each Lot on the Plan covenants with Edison Tasmania Pty Ltd (the Vendor) that the Vendor shall not be required to fence.

COVENANTS

Each Lot on the Plan is subject to the covenants created by and more fully set forth in SP185980.

DEFINITIONS

'Pipeline and Services Easement' means:

FIRSTLY, THE FULL AND FREE 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 Land from the highway at any vehicle entry and cross the Land 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, with TasWater reinstating any damage that it causes in doing so to any boundary fence of 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 3 OF 3 PAGES	Registered Number SP 187066
SUBDIVIDER: EDISON TASMANIA PTY LTD (ACN 629 704 294) FOLIO REFERENCE: C/T 185980/200	

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:

(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.

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

EXECUTED by EDISON TASMANIA PTY LTD (ACN 629 704 294) as trustee of the Edison Tasmania Unit Trust by their Attorney JENNIFER DIANE COOPER Under Power of Attorney dated 26 July 2021 No. PA131640 who hereby declares that no notice of alteration or revocation of the said Power of Attorney has been received in the presence of:)

.....
JENNIFER DIANE COOPER

Witness(Signature): K White

(Print Full Name): KRISTY WHITE

(Full Postal Address): LEVEL 6, 111 MACQUARIE ST. HOBART TAS 7000

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

TASMANIAN LAND TITLES OFFICE

E176986

Notification of Agreement under the Land Use Planning and Approvals Act 1993

Section 78

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
243571	1		

REGISTERED PROPRIETOR:

IMTKS Pty Ltd (ACN 618 314 480) registered office, 56 Kings Road, Vaucluse NSW 2030 CT 243571/1

PLANNING AUTHORITY:

I/we Clare Amy Shea, Corporate Secretary

of Clarence City Council

the abovename Planning Authority , certify that the above particulars are correct and that attached is a certified executed copy of the agreement (not including annexures) between the abovenamed parties, notice of which is to be registered against the abovementioned folio of the Register.

The abovenamed Planning Authority holds the original executed Agreement.

Date: 19th May 2021

Signed: .....
(on behalf of the Planning Authority)

Clare Shea
Corporate Secretary
Clarence City Council
38 Bligh Street
Rosny Park 7018

Land Titles Office Use Only

REGISTERED IN TASMANIA

23 JUN 2021

RECORDER OF TITLES

LUA
Version 2 (TOLD)

THE ~~BACK OF THIS FORM MUST NOT BE~~ USED

Created 21-Apr-2021 08:46AM

Part 5 Agreement

Land Use Planning and Approvals Act 1993

Date: 2nd March 2021

Parties:

1. **Clarence City Council**, a body corporate incorporated under the provisions of the *Local Government Act* 1993, of 38 Bligh Street, Rosny in Tasmania (the **Planning Authority**).

2. **IMTKS PTY. LTD,** ACN 618 314 480 of 32 Richmond Road, Seaforth in New South Wales in its capacity as owner of the Land (the **Owner**).

Recitals:

A. The Owner is the registered proprietor of an estate in fee simple of the Land.

B. The Clarence City Council is the Planning Authority under the Act and for the purposes of the Planning Scheme.

C. The Owner has submitted the Planning Application to the Planning Authority and the Planning Authority has issued the Planning Permit.

D. Condition 4 of the Planning Permit requires:

(a) the Owner to covenant with the Planning Authority as more fully specified in clause 3 of this deed; and

(b) this deed be entered into by the parties.

E. The Owner acknowledges that:

(a) the Land is subject to the Planning Scheme;

(b) this deed is being entered into pursuant to Part 5 of the Act and for the purpose of satisfying the condition stated in recital D; and

(c) the Planning Authority will register this deed pursuant to the provisions of the *Land Titles Act* 1980 and that the effect of registration will be that the burden and benefit of any covenant contained in this deed will run with the Land as if it were a covenant to which section 102 (2) of the *Land Titles Act* 1980 applies.

72

I HEREBY CERTIFY THAT
THIS IS A COPY OF THE
ORIGINAL DOCUMENT
TJ [illegible] SP 5227

Operative Provisions:

1. Interpretation

1.1 Definitions

In this deed, unless the contrary intention appears:

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

Bushfire Management Plan means the *Bushfire Hazard Report* dated December 2017 prepared by JMG Engineers and Planners in relation to the Land, a copy of which is attached and marked "**B**", but as amended and/or replaced from time to time as deemed necessary by Tasmania Fire Service and/or the Planning Authority.

Bushfire Protection Measures and Recommendations means those measures, and recommendations for bushfire hazard management on the Land set out within the Bushfire Management Plan.

Development means the use and development of the Land for the purposes of a 48 lot subdivision as more fully specified in the Planning Permit.

Land means the Land known as 74 Sugarloaf Road in Tasmania and being more particularly described in Certificate of Title Volume 243571 Folio 1.

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

Planning Application means application number SD- 2017/42 lodged with the Planning Authority.

Planning Permit means the permit dated 15 March 2018 and amended on 19 September 2019 approving the Planning Application subject to certain conditions and restrictions as contained in the permit a copy of which is attached hereto and marked "**A**".

Planning Scheme means the Clarence Interim Planning Scheme 2015.

In this deed, unless the contrary intention appears:

(a) one gender includes the other;

(b) the singular number include the plural and vice versa;

(c) a reference to a person includes a corporation, unincorporated body or authority;

(d) clause headings are inserted for convenience only and will be ignored in the interpretation of this deed;

(e) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(f) the schedule and annexures to this deed form part of this deed; and

(g) a party includes its successors, assigns, executors and administrators.

I HEREBY CERTIFY THAT
THIS IS A COPY OF THE
ORIGINAL DOCUMENT
OF 522

2 page of 34

2. Confirmation of recitals

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

3. Covenants by Owner

In consideration of the Planning Authority granting the Planning Permit, the Owner hereby covenants with the Planning Authority to:

(a) implement and maintain the Bushfire Protection Measures and Recommendations in relation to the Land.

4. Effect of the deed upon registration

4.1 Covenants to run with Land

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

(a) the burden of which will run with the Land as if they were covenants to which section 102 (2) of the *Land Titles Act* 1980 applies; and

(b) which shall bind the Owner, its successors, transferees and permitted assigns, and the registered proprietor or proprietors for the time being of the Land.

4.2 Agreement Under Section 71 of Part 5 of the Act

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

4.3 Commencement of Agreement

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

5. Registration & costs

The Owner agrees that:

(a) an application, pursuant to section 78 of the Act shall be made by the Planning Authority to the Recorder of Titles for the registration of this deed on the folio of the Register constituting the title to the Land (and any other land to which this deed relates); and

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

6. No fettering of the Planning Authority's powers

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

7. Notices

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

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

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Execution:

Executed as a deed.

SIGNED BY THE PLANNING AUTHORITY

The Common Seal of the **Clarence City Council** was hereunto affixed in the presence of:

Signature

Name and Position
Clare Shea
Corporate Secretary
Clarence City Council
38 Bligh Street
Rosny Park 7018

Signature

Name and Position

SIGNED BY THE OWNER

Signed by ~~Company~~ Pty Ltd, ACN 618 314 480, in accordance with Section 127 of the *Corporations Act* 2001 by its sole director/secretary:

IMTKS

Sole Director of IMTKS Pty Ltd.

Sole Director/Secretary

Indra Budiman

Print Full Name

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"A"

Clarence... a brighter place

Clarence City Council

PLANNING PERMIT

LAND USE PLANNING AND APPROVALS ACT 1993

Development No: SD-2017/42 **Approval Date: 15 March 2018**

Amendment Ref No: PDPPAMEND-2019/000819 **Date of Amendment: 19 September 2019**

Description:	**48 Lot Subdivision (including 54 Sugarloaf Road, 1 Aralia Street & 26 Laurel Street for provision of services).**
Address:	**6 Aralia Street & 74 Sugarloaf Road, RISDON VALE (including 54 Sugarloaf Road, 1 Aralia Street & 26 Laurel Street for provision of services).**

This permit is granted, subject to the following conditions:

General Conditions:

1. The use or development must only be undertaken in accordance with the endorsed plans, the amended plan dated 6 November 2018 and any permit conditions, and must not be altered without the consent of Council.
(Amended under Section 56 of the *Land Use Planning and Approvals Act 1993*, 13 September 2019).

2. Lot 17 is not approved as an open space lot. The Final Plan and Schedule of Easements for the development must describe Lot 17 as an infrastructure lot, which is either to be transferred to Council as such, or to become part of the road reserve.
(Amended under Section 56 of the *Land Use Planning and Approvals Act 1993*, 13 September 2019).

3. As Council has formed the opinion that the subdivision will or is likely to increase the demand for public open space and as no or no sufficient or acceptable provision has been made in the proposal plan for public open space it has been determined that payment of a cash contribution ("the Contribution") in lieu of public open space equal to 1.0 percent of the value of the area of land in the approved plan described as Lots 1-28 and Lots 30-44 inclusive is required in accordance with the provisions of Section 117 of the *Local Government (Building and Miscellaneous Provisions) Act 1993*.

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The amount of the Contribution is to be based on a valuation ("the Valuation") of the specified lots by the Valuer General. Unless otherwise specified in this condition, the Valuation is to be as at the date of lodgement of the final plan of the subdivision for sealing at which time Council will instruct the Valuer General to provide the Valuation.

The landowner must pay the Valuer General's fee for any Valuation before sealing of the final plan to which the Valuation relates.

The final plan will not be sealed until the Contribution has been paid.

Where a staged subdivision is proposed the landowner must elect in writing at the time of lodging the final plan for the first stage to either:

- have the Valuation done and pay the Contribution for the lots proposed in all stages of the subdivision in which such case the lots will be valued as at the date of lodgement of the final plan for the first stage, or alternatively
- have the Valuation done and pay the Contribution for the lots proposed in stage 1 only and to have a further Valuation done and pay a separate Contribution for each subsequent stage. In this case, the Valuation of the lots in stage 1 will be as at the date of lodgement of the final plan for that stage and the Valuation of the lots in any subsequent stage will be as at the date of lodgement for sealing of the final plan for that stage.

References in this condition to payment of a Contribution include the provision of security for the same in the form of a bond by the landowner to pay the Contribution which is supported by a bank guarantee. Each of the bond and the guarantee are to be in a form acceptable to Council.

Note: There may be a delay in the sealing of the final plan to facilitate the valuation process. This may be a consideration for landowners with staged subdivisions when electing to pay collectively as one lump sum or alternatively prior to the sealing of each stage.

(Amended under Section 56 of the *Land Use Planning and Approvals Act 1993*, 13 September 2019).

4. The landowner of CT 243571/1 (74 Sugarloaf Road) must enter into an agreement with Council under Part 5 of the *Land Use Planning and Approvals Act 1993* in such form as Council may require and which provides for the following:

    - **The implementation and on-going maintenance of the Hazard Management Area identified in the Bushfire Report – 6 Aralia Street Subdivision prepared by JMG dated December 2017.**

The agreement will be prepared and registered by Council and must be completed prior to the sealing of the Final Plan of Survey. The landowner is responsible for all Council and Land Titles Office fees and charges. Upon written request from the landowner and payment of relevant fees, Council will prepare the Part 5 Agreement.

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5. The development must only proceed in accordance with the approved stages as set out below:

   - Stage 1: Lots 11-18;
   - Stage 2: Lots 6-10, 19-23;
   - Stage 3: Lots 1-5, 24-31, 46-49;
   - Stage 4: Lots 32-45.

Engineering Conditions:

6. Each lot must be provided with a minimum 3.6m wide constructed and sealed access from the road carriageway to the property boundary in accordance with Standard Drawing TSD-R09 (Urban) (copy available from Council). This access must be inspected by Council's Clerk of Works prior to sealing or pouring new concrete.

   Following construction, the crossover must be maintained or repaired by the owner in accordance with any directions given by Council to the owner and at the owner's expense.

7. A sealed driveway within the access strip to Lot 37 and with a minimum width of 3.6m must be constructed and sealed from the road carriageway for the length of the access strip prior to the sealing of the Final Plan.

8. The owner must, at their expense, repair any Council services (eg pipes, drains) and any road, crossover, footpath or other Council infrastructure that is damaged as a result of any works carried out by the developer, or their contractors or agents pursuant to this permit. These repairs are to be in accordance with any directions given by the Council.

   If the owner does not undertake the required repair works within the timeframe specified by Council, the Council may arrange for the works to be carried out at the owner's expense.

9. Each lot must be provided with minimum 150mm diameter stormwater drainage connected to Council's main prior to the commencement of the use / prior to the issue of a building permit or a certificate of likely compliance (CLC) for building works. An extension to Council's stormwater main may be required at the owner's expense.

10. All services, including the street lighting system, must be underground and within the road reserve or covered by a suitable easement.

11. Engineering designs, prepared by a suitably qualified person, are required for:

    - road design (including line marking);
    - road stormwater drainage;
    - lot accesses;
    - stormwater drainage

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and must show the extent of any vegetation removal proposed for these works and be designed in conjunction with any landscaping plan requirement. Such designs must be submitted to and approved by Council's Group Manager Asset Management and must clearly describe what works are being undertaken for each approved stage of the development.

In accordance with Council's adopted fee schedule, a fee of 1% of the contract fee or certified construction cost will be charged for the approval of these plans and is payable upon their lodgement. A 'start of works' permit must be obtained prior to the commencement of any works.

For the Final Plan to be sealed prior to the completion of the works or the expiry of the "on-maintenance" period a bond must be paid and an agreement entered into in accordance with Council Policy. Please note that the bond for the "on-maintenance" period is 5% the cost of the construction.

Works for all stages shown on the design plans must be commenced within 2 years of the date of their approval or the engineering designs will be required to be resubmitted.

12. To prevent unauthorised vehicular access to public recreation areas, access points must be obstructed with 100mm (min) diameter posts set 1.2m (max) apart. Two posts must be removable but capable of being locked in position. The design of these posts must be approved by Council's Group Manager Asset Management.

13. An erosion and sedimentation control plan, in accordance with the *Hobart Regional Soil and Water Management on Building and Construction Sites* document, must be submitted and approved by Council's Group Manager Asset Management prior to the issue of a building permit or a certificate of likely compliance (CLC) for building works.

14. A weed management plan identifying methods to control weeds, must be submitted to and approved by Council's Group Manager Asset Management prior to [the issue of a building permit or a certificate of likely compliance (CLC) for building works *or*] commencement of works. The plan must:

- reference any Weeds of National Significance and Declared Weeds under the Weed Management Act and address the spread of soil based pathogens in accordance with the Tasmanian Washdown Guidelines for Weed and Disease Control;
- identify the weed species, initial treatment, on-going management and maintenance period thereof. The plan may include manual removal of larger plants and/or chemical control as recommended by the relevant Government department; and
- include a detailed breakdown of estimated costs.

The Final Plan and Schedule of Easements for any stage will not be sealed until the weed management plan for that stage has been implemented and maintained to the satisfaction of Council's Group Manager Asset Management. Alternatively, a bond of 1.5 times the

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estimated cost of works associated with implementing the weed management plan for that stage must be submitted prior to sealing. The bond will be held as security to ensure both development and maintenance of each lot is undertaken in accordance with the approved plan until each of the newly created lots are sold or the management period has expired, whichever comes first. The bond is to be a cash deposit or a bank guarantee.

15. The Final Plan and accompanying Schedule of Easements must describe all existing easements and any additional easements required in respect of all Council infrastructure required to service the lots in a form to the satisfaction of Council's relevant / delegated officer.

16. Proposed street names for any new roads are to be submitted to Council along with the engineering design plans. The names are to comply with Council's Policy and that of the Nomenclature Board through the Department of Primary Industries, Parks, Water and Environment.

17. Street construction, including line marking, concrete kerbs, gutters and footpaths with bitumen roads, must be carried out to the requirements of Council's Local Highways Standard Requirements By-Law. Pavement designs must be based upon laboratory soaked CBR values. Line marking must be in thermoplastic material.

18. The new road must join with existing road construction in a smooth and continuous fashion and extend to the boundaries of the balance lot.

19. Suitable barriers must be erected during the stages of construction and at access points to the balance land to prevent unauthorised vehicle access.

20. All stormwater designs for the development must include Water Sensitive Urban Design principles to achieve stormwater quality and quantity targets in accordance with the State Stormwater Strategy 2010. Detailed engineering designs accompanied with a report on all stormwater design parameters and assumptions (or the MUSIC model) must be submitted to the Group Manager Asset Management for approval prior to the issue of the approved engineering drawings. This report is to include the maintenance management regime / replacement requirements for any treatment facilities.

Environmental Health Conditions:

21. Accumulated vegetation or the like must be managed by:
    (a) chipping/mulching for removal or reuse on the site; or
    (b) removal from the site to a location to be approved by Council's Senior Environmental Health Officer prior to such removal; or
    (c) removal to a waste management facility licensed to take such material (receipts must be retained as proof of disposal location); or
    (d) other method approved in writing by Council's Senior Environmental Health Officer.

    No on-site burning of materials is permitted unless approved in writing by Council's Senior Environmental Health Officer and the burn conducted in accordance with any directions given.

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No on-site burning will be approved within 500m of a habitable building.
The burning of accumulated building debris (including paper, cardboard, plastic, wood etc) is not permitted and must be removed from the site and disposed of at a waste management facility licensed to take such material.

Landscaping Conditions:

22. A landscape plan for the proposed road reserves and public open space areas within the subdivision must be submitted to and approved by Council's Group Manager Asset Management prior to the commencement of works. The plans must be developed in association with the engineering plans to ensure suitable locations and planting types and the retention of as much natural vegetation as possible. Where appropriate, the plan must include construction details for footways and other public links within both road reserves and public open space areas.

    Prior to the sealing of the Final Plan and Schedule of Easements for each stage the following is required.

    - For landscaping, excluding hard form infrastructure, each stage is to be completed and maintained for a period of 3 years. Alternatively, a bond of 1.5 times the estimated cost of landscape works must be submitted with the landscape plan. The bond will be held as security to ensure both development and maintenance of the landscape work for a period of 3 years is undertaken in accordance with the approved plan. The bond is to be a cash deposit or a bank guarantee.
    - For hard form landscaping (ie paths, footways etc), each stage is to be completed and will form part of the infrastructure which is subject to an "onmaintenance" period. For the final plan to be sealed prior to the completion of the works or the expiry of the "on-maintenance" period a bond must be paid and an agreement entered into in accordance with Council Policy.

    Please note that the bond for the "on-maintenance" period is 5% the cost of the construction.

    Works for all stages shown on the design plans must be commenced within 2 years of the date of their approval or the engineering designs will be required to be resubmitted.

TasWater Conditions:

23. The development must meet all required Conditions of Approval specified by TasWater notice, dated 9 February 2018 and amended 14 May 2019 (TWDA 2017/01993-CCC).
    (Amended under Section 56 of the *Land Use Planning and Approvals Act 1993*, 13 September 2019).

The following advice is also provided:

a. This Permit will lapse after 2 years from the date on which it is granted unless the development / use has been substantially commenced. Upon request, under Section 53(5A) of the Land Use Planning and Approvals Act 1993 Council may grant an extension of time for a further 2 years. A further 2 years may be granted upon request under Section

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53(5B) of the Land Use Planning and Approvals Act 1993. Any such requests must be made in writing and within 6 months of the day on which the permit has lapsed.

b. This is a town planning permit only. Please be aware that a building permit and / or a plumbing certificate of likely compliance or plumbing permit may be required before the development can proceed. It is recommended that you contact Council's Building Department on (03) 6217 9580 to discuss the requirement for any additional permits or certification.

c. Non-compliance with this permit is an offence under Section 63 of the *Land Use Planning and Approvals Act 1993* and may result in enforcement action under Division 4A of the *Land Use Planning and Approvals Act 1993* which provides for substantial fines and daily penalties.

Personal Information Removed

Ross Lovell
MANAGER CITY PLANNING

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Amended Submission to Planning Authority Notice

Council Planning Permit No.			Council notice date	14/12/2017
TasWater details				
TasWater Reference No.	TWDA 2017/01993-CCC		Date of response Amendment Date	9 Feb 2018 14 May 2019
TasWater Contact	Greg Clausen	Phone No.	(03) 6237 8242	
Response issued to				
Council name	CLARENCE CITY COUNCIL			
Contact details	cityplanning@ccc.tas.gov.au			
Development details				
Address	6 ARALIA ST, RISDON VALE, 26 Laurel Street, 1 Laurel Street and 52 Sugarloaf Road.		Property ID (PID)	1874914
Description of development	Subdivision			

Schedule of drawings/documents

Prepared by	Drawing/document No.	Revision No.	Date of Issue
Poorteenaar Consulting	General Arrangement	B	Dec17
TasWater	Works External Sewer	1	26/09/2017
Nick Griggs & Co	Plan of Subdivision		06/11/2018

Conditions

Pursuant to the *Water and Sewerage Industry Act* 2008 (TAS) Section 56P(1) TasWater imposes the following conditions on the permit for this application:

CONNECTIONS, METERING & BACKFLOW

1. A suitably sized water supply with metered connections / sewerage system and connections to each lot of the development must be designed and constructed to TasWater's satisfaction and be in accordance with any other conditions in this permit.
2. Any removal/supply and installation of water meters and/or the removal of redundant and/or installation of new and modified property service connections must be carried out by TasWater at the developer's cost.

ASSET CREATION & INFRASTRUCTURE WORKS

3. Plans submitted with the application for Engineering Design Approval must, to the satisfaction of TasWater show, all existing, redundant and/or proposed property services and mains.
4. Prior to the issue of a Consent to Register a Legal Document for any release of titles the developer is responsible for the following at the developer's cost:
    a. Connection to sewerage in 52 Sugarloaf Road when required for the stage approval;
    b. Upgrade of TasWater infrastructure over 1 Aralia Street and 26 Laurel Street when required for the stage approval.
    c. The design and construction of up-sizing TasWater's existing DN225mm to DN375mm from Asset numbers A564887 to A564978, to the satisfaction of TasWater and generally in accordance with TasWater's 'Works External Sewer' plan as listed in the schedule of drawings/documents.

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Advice: In accordance with TasWater's 'Developer Charges Policy' for developments located within Serviced Land where insufficient capacity is available within an existing system, the developer pays the costs of Extension, including connection, to that system and Expansion of the system to the level of capacity required to service the development.

5. Prior to applying for a Permit to Construct the developer must obtain from TasWater Engineering Design Approval for new TasWater infrastructure. The application for Engineering Design Approval must include engineering design plans prepared by a suitably qualified person showing the hydraulic servicing requirements for water and sewerage to TasWater's satisfaction.
6. Prior to works commencing, a Permit to Construct must be applied for and issued by TasWater. All infrastructure works must be inspected by TasWater and be to TasWater's satisfaction.
7. In addition to any other conditions in this permit, all works must be constructed under the supervision of a suitably qualified person in accordance with TasWater's requirements.
8. Prior to the issue of a Consent to Register a Legal Document all additions, extensions, alterations or upgrades to TasWater's water and sewerage infrastructure required to service the development, generally as shown on the concept servicing plan "XYZ", are to be constructed at the expense of the developer to the satisfaction of TasWater, with live connections performed by TasWater.
9. After testing/disinfection, to TasWater's requirements, of newly created works, the developer must apply to TasWater for connection of these works to existing TasWater infrastructure, at the developer's cost.
10. At practical completion of the water and sewerage works and prior to TasWater issuing a Consent to a Register Legal Document, the developer must obtain a Certificate of Practical Completion from TasWater for the works that will be transferred to TasWater. To obtain a Certificate of Practical Completion:
    a. Written confirmation from the supervising suitably qualified person certifying that the works have been constructed in accordance with the TasWater approved plans and specifications and that the appropriate level of workmanship has been achieved;
    b. A request for a joint on-site inspection with TasWater's authorised representative must be made;
    c. Security for the twelve (12) month defects liability period to the value of 10% of the works must be lodged with TasWater. This security must be in the form of a bank guarantee;
    d. As constructed drawings must be prepared by a suitably qualified person to TasWater's satisfaction and forwarded to TasWater.
11. After the Certificate of Practical Completion has been issued, a 12 month defects liability period applies to this infrastructure. During this period all defects must be rectified at the developer's cost and to the satisfaction of TasWater. A further 12 month defects liability period may be applied to defects after rectification. TasWater may, at its discretion, undertake rectification of any defects at the developer's cost. Upon completion, of the defects liability period the developer must request TasWater to issue a "Certificate of Final Acceptance". The newly constructed infrastructure will be transferred to TasWater upon issue of this certificate and TasWater will release any security held for the defects liability period.
12. The developer must take all precautions to protect existing TasWater infrastructure. Any damage caused to existing TasWater infrastructure during the construction period must be promptly reported to TasWater and repaired by TasWater at the developer's cost.
13. Ground levels over the TasWater assets and/or easements must not be altered without the written

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approval of TasWater.

14. A construction management plan must be submitted with the application for TasWater Engineering Design Approval. The construction management plan must detail how the new TasWater infrastructure will be constructed while maintaining current levels of services provided by TasWater to the community. The construction plan must also include a risk assessment and contingency plans covering major risks to TasWater during any works. The construction plan must be to the satisfaction of TasWater prior to TasWater's Engineering Design Approval being issued.

FINAL PLANS, EASEMENTS & ENDORSEMENTS

15. Prior to the Sealing of the Final Plan of Survey, the developer must obtain a Consent to Register a Legal Document from TasWater and the certificate must be submitted to the Council as evidence of compliance with these conditions when application for sealing is made.

16. Pipeline easements, to TasWater's satisfaction, must be created over any existing or proposed TasWater infrastructure and be in accordance with TasWater's standard pipeline easement conditions.

    Advice: *Note that TasWater easement requirements have changed. See TasWater Supplement to the Sewerage Code of Australia.*

DEVELOPMENT ASSESSMENT FEES

17. The applicant or landowner as the case may be, must pay a development assessment fee and Consent to Register a Legal Document fee to TasWater, as approved by the Economic Regulator and the fees will be indexed, until the date they are paid to TasWater, as follows:

    a. $1,296.47 for development assessment; and

    b. $226.94 for Consent to Register a Legal Document

18. The payment is required within 30 days of the issue of an invoice by TasWater.

19. In the event Council approves a staging plan, a Consent to Register a Legal Document fee for each stage, must be paid commensurate with the number of Equivalent Tenements in each stage, as approved by Council.

Advice

For information on TasWater development standards, please visit http://www.taswater.com.au/Development/Development-Standards

For application forms please visit http://www.taswater.com.au/Development/Forms

Service Locations

Please note that the developer is responsible for arranging to locate the existing TasWater infrastructure and clearly showing it on the drawings. Existing TasWater infrastructure may be located by a surveyor and/or a private contractor engaged at the developers cost to locate the infrastructure.
A copy of the GIS is included in email with this notice and should aid in updating of the documentation. The location of this infrastructure as shown on the GIS is indicative only.

- A permit is required to work within TasWater's easements or in the vicinity of its infrastructure. Further information can be obtained from TasWater
- TasWater has listed a number of service providers who can provide asset detection and location services should you require it. Visit www.taswater.com.au/Development/Service-location for a list of companies
- TasWater will locate residential water stop taps free of charge
- Sewer drainage plans or Inspection Openings (IO) for residential properties are available from

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your local council.

Declaration

The drawings/documents and conditions stated above constitute TasWater's Submission to Planning Authority Notice.

Authorised by

Jason Taylor
Development Assessment Manager

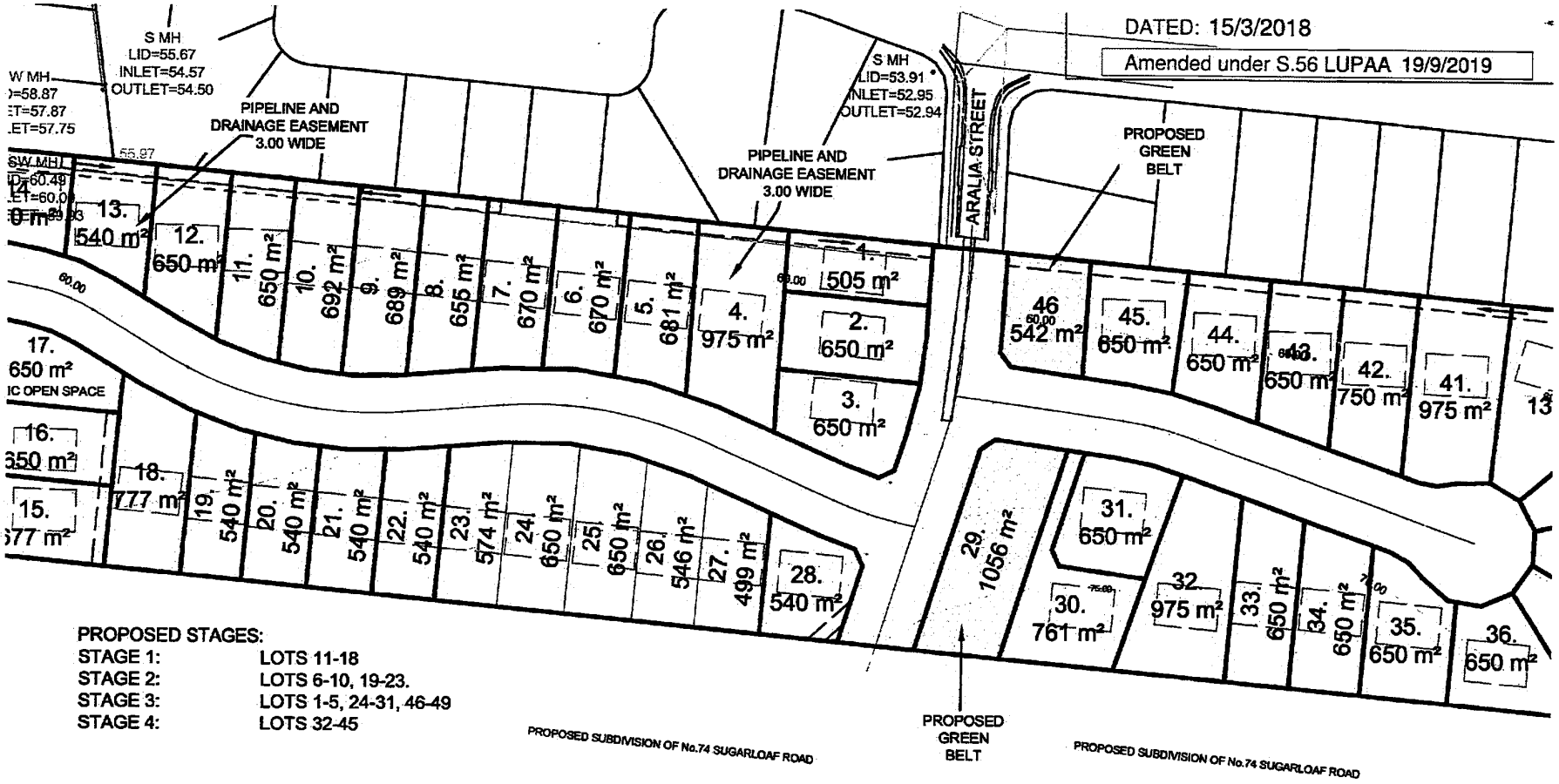
TasWater Contact Details			
Phone	13 6992	Email	development@taswater.com.au
Mail	GPO Box 1393 Hobart TAS 7001	Web	www.taswater.com.au

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DATED: 15/3/2018

Amended under S.56 LUPAA 19/9/2019



PROPOSED STAGES:

STAGE 1:	LOTS 11-18
STAGE 2:	LOTS 6-10, 19-23.
STAGE 3:	LOTS 1-5, 24-31, 46-49
STAGE 4:	LOTS 32-45

LEGEND

EXISTING SEWER

EXISTING STORMWATER

EXISTING WATER

EXISTING POWERLINES

10m x 15m BUILDING ENVELOPE

SITE PLAN

Nick Griggs & Co. Land Surveyors

295 Elizabeth Street, North Hobart 7000 Phone: 6234 5022 Fax: 6231 2412 E-Mail: nickgriggs@r

PLAN OF SUBDIVISION

OWNERS: PJB (TAS) PTY LTD

LOCATION: 6 ARALIA STREET, RISDON VALE

Important Note:
This plan was prepared as a proposed subdivision to accompar
Clarence City Council and should not be used for any other pur
and total number of lots shown hereon are subject to field surv
requirements of Council and any other authority which may hav
relevant legislation. In particular, no reliance should be for any
the land. This note is an integral part of this plan.

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BUSHFIRE REPORT

CITY OF CLARENCE
PLANNING APPROVAL

SUBDIVISION PERMIT NO: SD-2017/42

DATED: 15/3/2018

FOR PJB (TAS) PTY LTD

6 Aralia Street Subdivision

December 2017

JMG
Engineers & Planners

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Engineers & Planners

Johnstone McGee & Gandy Pty Ltd
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Issuing Office: 117 Harrington Street, Hobart 7000 **JMG Project No. 163022PH**								
Document Issue Status								
Ver.	**Issue Date**	**Description**	**Originator**		**Checked**		**Approved**	
1.0	12.07.2016	DA Approval	DAE		TIO		TIO	
2.0	13.12.2017	New subdivision design	DAE/FMB		MSC		DAE	

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LIMITATIONS & DISCLAIMERS

1. Compliance with BCA is not part of the scope of this report. The report may include references to BCA as a guide to likely compliance/non-compliance of a particular aspect but should not be taken as definitive nor comprehensive in respect of BCA compliance.
2. This report presents information and opinions which are to the best of our knowledge accurate. JMG accepts no responsibility to any purchaser, prospective purchaser, or mortgagee of the property who relies in any way on this report.
3. JMG have no pecuniary interests in the property or sale of the property.
4. This report presents information provided by others. JMG do not claim to have checked, and accept no responsibility for, the accuracy of such information.
5. The effectiveness of the measures and recommendations in this report are dependent on their implementation and maintenance for the life of the development. Should the site characteristics that this assessment has been measured from alter from those identified, the BAL classification may differ and cause this report to be void. No liability can be acceptable for actions by lot owners, Council or government agencies which compromise the effectiveness of this report.
6. Whilst compliance with the recommendations of this report will enhance the likelihood of the development surviving a bushfire hazard, no guarantee is made that the development will survive every bushfire hazard event.

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Received 13/12/2017

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Appendix A - Subdivision Plan

Appendix B - Bushfire Hazard Management Plan

Appendix C - Consent for Part 5 Agreement

Appendix D - Certificate of Compliance

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Received 13/12/2017

1 Introduction

JMG have been engaged by PJB (Tas) Pty Ltd to prepare a bushfire hazard assessment for a proposed subdivision. The certifier, Dana Elphinstone, is a qualified town planner and is an Accredited Person under Part 4A of the *Fire Service Act 1979*.

The development is proposed in a 'bushfire-prone area' as defined in the *Clarence Interim Planning Scheme 2015*, hence an assessment is required in order to satisfy the relevant planning requirements.

This report considers:

- Whether the site's location meets the definition of a bushfire-prone area;
- The characteristics of the site and surrounding land;
- The proposed use and development that may be threatened by bushfire hazard;
- The applicable Bushfire Attack Level (BAL) rating;
- Appropriate bushfire hazard mitigation measures; and
- Compliance with planning requirements pertaining to bushfire hazard.

In order to demonstrate compliance with the Bushfire-Prone Areas Code this report includes a Certificate of Compliance (for planning purposes).

2 Site Description

The subject site is land located at 6 Aralia Street, Risdon Vale (CT 130070/1, PID 1874914) comprising one title, which is approximately 3.98 ha in area with 15 m frontage to Aralia Street and 96 m frontage to Sugarloaf Road (see Figure 1). The property at 74 Sugarloaf Road (CT 243571/1, PID 5147415) will contain a temporary hazard management area and therefore forms part of the site for the purposes of a development application.



Figure 1 - Subject Site

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The site has been developed with a single dwelling and detached ancillary shed.

Natural Values

The site has extensive standing vegetation which connects to bushland southwest of the site classified as '*Eucalyptus amygdalina* forest on mudstone' under the TASVEG 3.0 database. This vegetation community is not listed as threatened under the *Nature Conservation Act 2002*.

In 2011 a Tasmanian devil (*Sarcophilius harrisii*) was observed within 50 m of the site. Two sightings have been recorded with 500 m of the site and 30 observations within 5 km. The Tasmanian devil is listed as endangered under the *Threatened Species Protection Act 1995* (Tas) and the *Environmental Protection and Biodiversity Protection Act 1999* (Commonwealth).

Planning Context

The site is zoned 'General Residential' under the *Clarence Interim Planning Scheme 2015* ('the Planning Scheme') (Figure 2). It is also subject to the 'bushfire-prone area' overlay.

The site is in a developing residential area with adjoining lots to the west, north and east characterised by single dwelling residential development. Undeveloped land adjoining the site to the south has planning approval for a 73 lot subdivision under Permit No. SD2010/18.

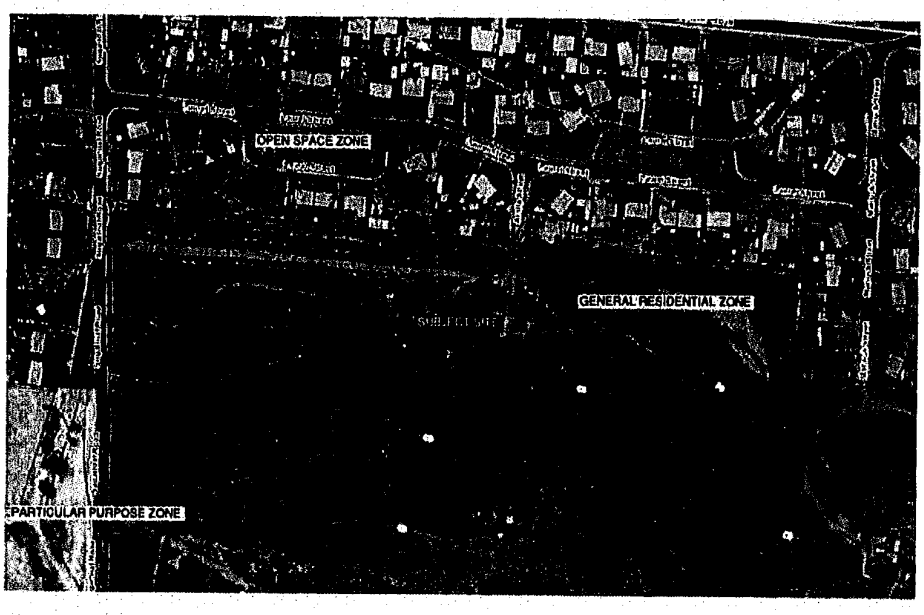


Figure 2 - Zoning

Heritage Values

The site is not listed as having heritage value under the Planning Scheme, nor is it listed on the Tasmanian Heritage Register.

3 Proposed Use & Development

The proposed development is a 49-lot subdivision with a public open space lot (Lot 27) and 18.0 m wide road reserve, including connections to Aralia Street, Sugarloaf Road and 74 Sugarloaf Road to the south. The internal road terminates in a cul-de-sac head (radius 12.0 m) at the eastern end (Figure 3). The proposed lots range in size from 468 m² to 903 m².

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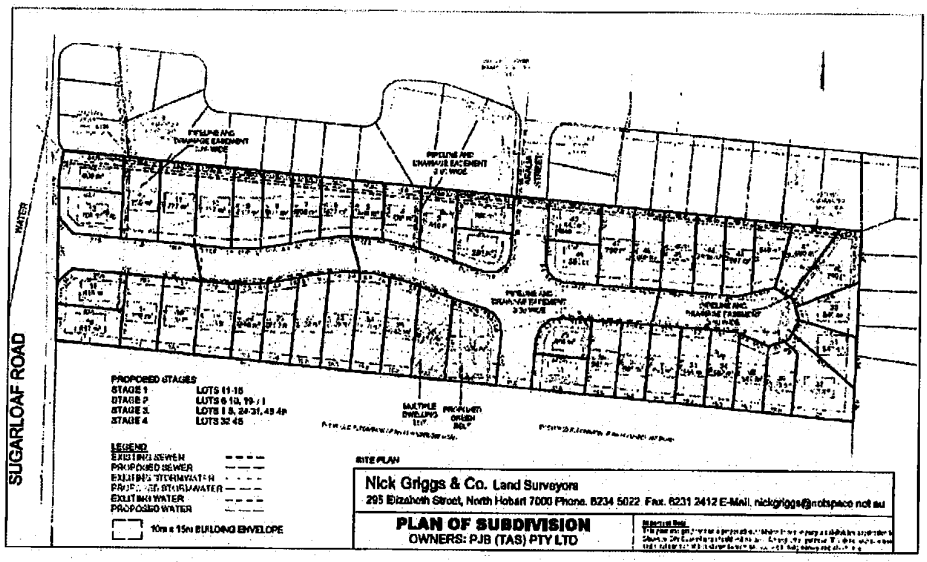


Figure 3 - Subdivision Plan

The subdivision is to be completed in the following stages:

- Stage 1 - Lots 11-18;
- Stage 2 - Lots 6-10, 19-23;
- Stage 3 - Lots 1-5, 24-31, 46-49;
- Stage 4 - Lots 32-45.

Subdivision plans are enclosed as Appendix A.

4 Bushfire Hazard Assessment

The proposed subdivision is within 100 m of over 1 ha of contiguous unmanaged vegetation and therefore is within a 'bushfire prone area' as defined in the Planning Scheme.

The key factors affecting bushfire behaviour are fuel, weather conditions and topography. This section of the report considers these factors in the context of AS 3959-2009 -*Construction of buildings in bushfire-prone areas*, which is required in order to determine compliance with planning and building requirements for bushfire protection.

4.1 Vegetation & Effective Slope

AS 3959-2009 provides categories for classifying vegetation based on structural characteristics.

'Effective Slope' refers to the slope of land underneath bushfire-prone vegetation relative to the subject site. Effective Slope affects a fire's rate of spread and flame length and is accordingly a critical aspect affecting bushfire behaviour. AS 3959-2009 refers to five categories of Effective Slope and these have been used for the purpose of this analysis.

Figure 4 shows land within 100m of the site as this is the minimum area for consideration under the current planning and building regulations. The site was inspected on 28 March 2016 and 25 October 2017.

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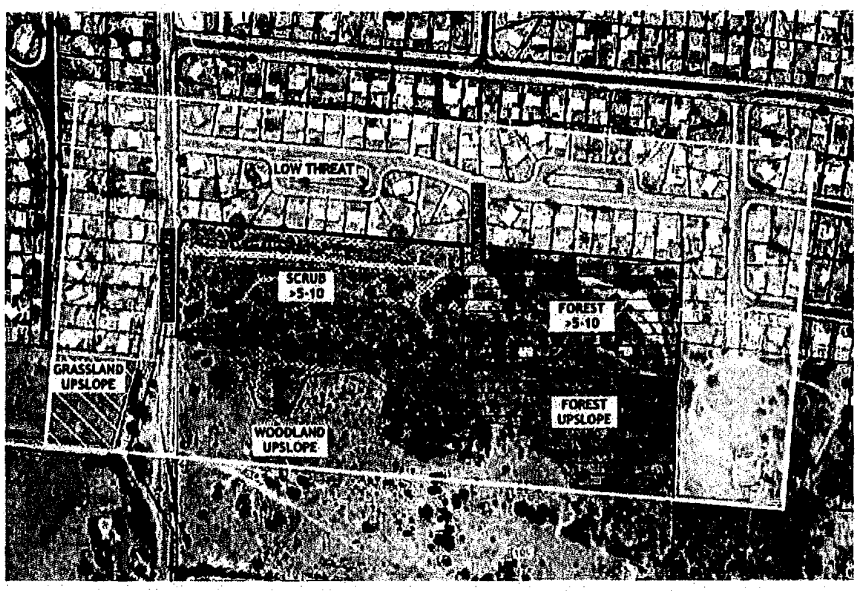


Figure 4 - Site Analysis

Onsite Vegetation

The onsite vegetation on the western portion of the site is characterised by eucalypt and acacia regrowth shrubs and small trees regrowth generally 2-4 m in height (Figure 5). The foliage cover varies but is generally greater than 30%. This vegetation is classified as 'Group D - Scrub'.

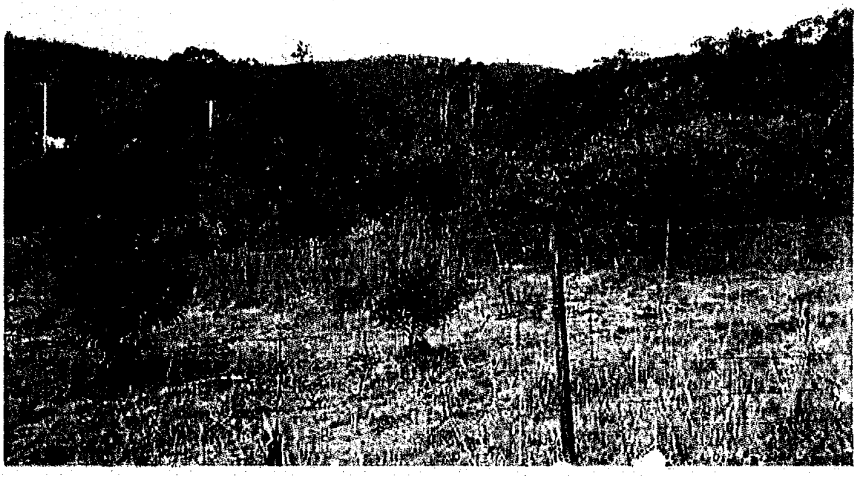


Figure 5 - Scrub vegetation onsite looking east from Sugarloaf Road

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The eastern portion of the site has a slightly taller canopy than the western Scrub vegetation. The height of eucalypts ranges from 4-10 m, with foliage cover >30%. The understorey includes eucalypts, acacias and grasses. This vegetation is classified as 'Group A-Forest' (Figure 6).



Figure 6 - Forest vegetation on eastern side of site.

North

Land located north of the subdivision is characterised by existing residential development, typically detached single dwellings with maintained cultivated gardens and associated unvegetated road reserves. The vegetation on land within 100 m north of the site is classified as 'Low Threat' in accordance with clause 2.2.3.2 (e) and (f).

East

The surrounding residential land to the north east is highly developed. The vegetation surrounding dwellings and unvegetated areas such as driveways is typically lawns and cultivated gardens and is classified as low threat. The large block adjoining the site to the east is 16 Marlock Street. This property is largely cleared and is vegetated with lawns <100.0mm in height and scattered tall trees (Figure 7). This vegetation considered low threat.

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Figure 7 - Vegetation on 16 Marlock Street (West of site). Forest vegetation on 6 Aralia Street and 74 Sugarloaf Road is visible in the background along the shared boundary

South

The vegetation on 74 Sugarloaf Road south of the site is a mixture of low dense bushland and more open pasture with scattered trees. Figure 4 shows the distribution of vegetation types on 74 Sugarloaf Road. The vegetation is generally an extension of that seen on the subject site (Figure 8 and Figure 9), with the exception of a largely cleared portion to the south that is classified as 'Group B - Woodland' (Figure 10). The vegetation classified as Woodland is composed of low grasses with small shrubs and trees including eucalypts and acacias scattered sparsely providing less than 30% foliage cover (Figure 10). The average height of trees is approximately 6 m.

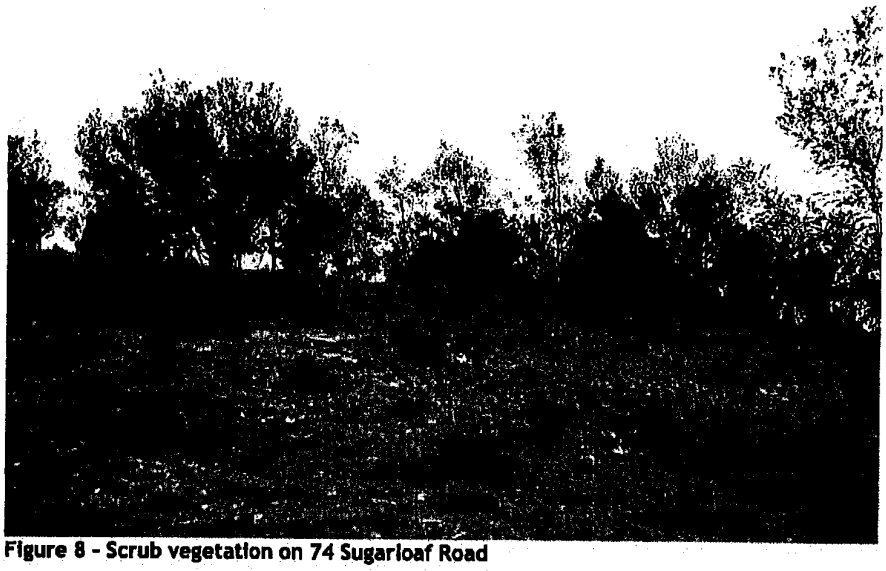


Figure 8 - Scrub vegetation on 74 Sugarloaf Road

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Figure 9 - Forest vegetation on 74 Sugarloaf Road (despite the sparse canopy this vegetation is classified as Forest due to the level of foliage cover)



Figure 10 - Woodland vegetation on 74 Sugarloaf Road (south of site)

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West
Land west of the site is characterised by existing residential development, typically detached single dwellings with maintained cultivated gardens and associated unvegetated road reserves. This vegetation is classified as 'Low Threat' in accordance with clause 2.2.3.2 (e) and (f).

South west of the site is a large undeveloped block vegetated with grass >100.0 mm in areas. This vegetation is classified as 'Group-G - Grassland'.



Figure 11 - Grassland located south west of site

4.2 Required Separation

Table 1 sets out the required separation distances from bushfire-prone vegetation to achieve the corresponding BAL level.

The development standards for subdivision under the Bushfire-Prone Areas Code of the Planning Scheme requires that building areas are suitable to accommodate a minimum BAL-19 rated building.

Table 1 - Required Minimum Separation

VEGETATION CLASSIFICATION	EFFECTIVE SLOPE	MIN. SEPARATION FOR BAL-19 (m)	MIN. SEPARATION FOR BAL-12.5 (m)
Group A - Forest	Upslope	23-<32	32-<100
Group B - Woodland	Upslope	15-<22	22-<100
Group G - Grassland	Upslope	10-<14	14-<50

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5 Bushfire Protection Measures

During a bushfire event, a number of bushfire attack mechanisms may threaten buildings and occupants, including:

- Radiant heat;
- Direct flame contact;
- Ember attack; and
- Wind.

A range of bushfire protection measures are recommended to improve the resilience of the proposed development and achieve a tolerable level of residual risk for occupants. The protection measures outlined in this section have been consolidated in a Bushfire Hazard Management Plan (('BHMP') Appendix B).

Additional measures to reduce improve resilience are also recommended but are at the discretion of the developer and future developers within the subdivision.

5.1 Hazard Management Areas

A hazard management area must be established and maintained on every lot in each stage in a minimum fuel condition to provide defendable space and reduce the potential for direct flame contact and radiant heat exposure to the house in accordance with the Bushfire Hazard Management Plan.

Interim Hazard Management Areas will be required to be established by the developer prior to the sealing of titles for each stage of the subdivision to ensure minimum separation is achieved to allow BAL-LOW construction. The developer is to maintain each HMA until the next stage of subdivision is complete (e.g. the Stage 1 HMA must be maintained until Stages 2-3 are complete), at which time the owner/s of the lot/s become responsible for maintaining each lot in a minimal fuel condition in accordance with the BHMP. The interim HMAs are included on the BHMP for each stage.

A further interim HMA will be established on the adjoining property to the south at 74 Sugarloaf Road. This HMA will be adhered to the whole 74 Sugarloaf Road title via a Part V Agreement under the *Land Use Planning and Approvals Act 1993* and will remain in place until such time as the threat has been removed and/or the land is subdivided. The developer of the subject site will be responsible for the maintenance of the interim HMA.

The ongoing maintenance of the interim HMA's for Stage 1 and Stages 2-3 will also be the responsibility of the developer.

The bushfire hazard management plan ('BHMP') contains specific management prescriptions for the hazard management area (Table 2). A typical diagram for a hazard management area is shown in Figure 12.

Table 2 - Hazard Management Area Prescriptions

Within 10m of habitable buildings	• No storage of flammable materials (e.g. firewood); • Avoid locating flammable garden materials near vulnerable building elements such as glazed windows/doors, decks and eaves (e.g. non-fire retardant plants and combustible mulches); • Non-flammable features such as paths, driveways and paved areas are encouraged around habitable buildings.
Trees within HMA	• Maintain canopy separation of approximately 2.0m; • Ensure no branches overhang habitable buildings; • Remove tree branches within 2.0m of ground level below;

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	• Locate any new tree plantings 1.5 x their mature height from house; • Avoid planting trees with loose, stringy or ribbon bark.
Understory vegetation within HMA	• Maintain grass cover at <100mm; • Maintain shrubs to <2.0m height; • Shrubs to be maintained in clumps so as to not form contiguous vegetation (i.e. clumps up to 10sqm in area, separated from each other by at least 10m); • Avoid locating shrubs directly underneath trees; • Periodically remove dead leaves, bark and branches from underneath trees and around habitable buildings.

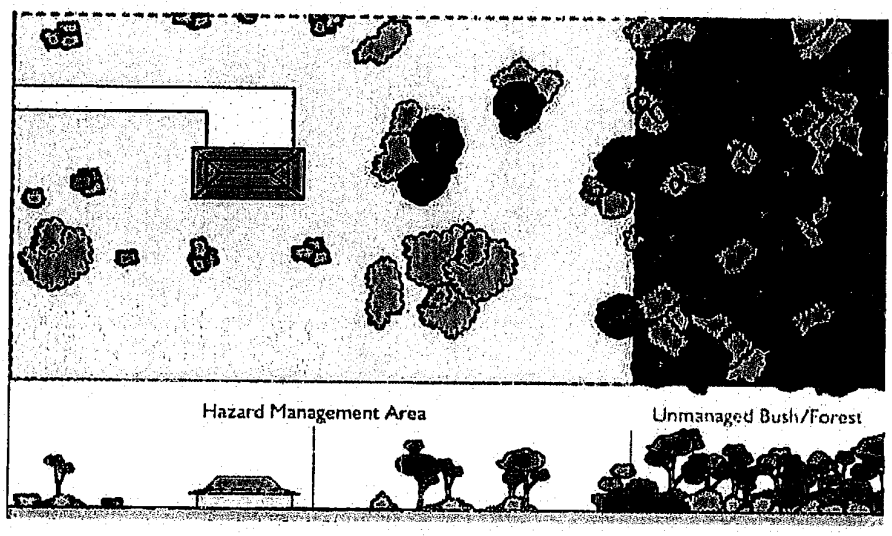


Figure 12 - Example of hazard management area

5.2 Construction Standards

Future habitable buildings located within the specified building areas and provided with the requisite hazard management areas are to be designed and constructed to a minimum of BAL-LOW standard under AS 3959-2009 (as indicated on the BHMP). Applicable permitted construction variations under AS 3959-2009 are outlined in Table 3 below.

The minimum setbacks from bushfire-prone vegetation are demonstrated on the BHMP. All lots have building areas that can achieve minimum BAL-LOW separation due to the HMA to be maintained at 74 Sugarloaf Road, and existing separation from bushfire-prone vegetation.

Table 3 - Construction Requirements and Construction Variations (as per Table 4.1 of the Director's Determination)

Element	Requirement
A. Polycarbonate Sheeting for walls and roofs.	May be used in exposures up to and including BAL 19. *Comment: refer to the TFS Chief Officer's Bushfire Advisory Note 3.*

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Element	Requirement
B. Straw Bale Construction	May be used in exposures up to and including BAL 19.
C. Shielding provisions under Section 3.5 of AS3959-2009	To reduce construction requirements due to shielding, building plans must include suitable detailed elevations or plans that demonstrate that the requirements of Section 3.5 of the Standard can be met. *Comment: Application of Section 3.5 of the Standard cannot result in an assessment of BAL - LOW.*

5.3 Access

The final designs for roads and private access will occur during detailed design. The following requirements apply to the provision of roads and private access within the development.

Roads

The new subdivision road network will have a minimum width of 18 m. The subdivision will have road connections from Aralia Street, Sugarloaf Road and to the adjoining property to the south (74 Sugarloaf Road). The subdivision road will be a through road to Sugarloaf Road and will terminate in a cul-de-sac head at the eastern end of the site and with an outer radius of 12.0 m.

The southern access road will align with the future road network on 74 Sugarloaf Road. A fire hydrant will be provided on the main through road (i.e. road running east-west) and will be within 120 m of lots 27, 28 and 29 (i.e. lots that front the southern access road). Due to this, fire fighting vehicles will not be required to use this access and therefore a temporary turning head on this section of road will not be required.

All building areas are within 30.0 m of the public road, and as there is no requirement for access to a water connection point, there are no design or construction requirements for property access. Alteration to the layout of building envelopes or the provision of a static water supply for fire fighting would require a reassessment of the access requirements for lots.

The subdivision road (as required for access) must meet the following requirements:

- Two-wheel drive, all-weather construction;
- Load capacity of at least 20 tonnes (including bridges/culverts);
- Minimum carriageway width of 7.0m for a through road, or 5.5 m for a dead-end or cul-de-sac road;
- Minimum vertical clearance of 4.0m and horizontal clearance of 2.0 m from the edge of the carriageway;
- Cross falls of less than 3 degrees (1:20 or 5%);
- Maximum gradient of 15 degrees (1:3.5 or 28%) for sealed roads, and 10 degrees (1:5.5 or 18%) for unsealed roads;
- Curves have a minimum inner radius of 10m;
- Dead-end or cul-de-sac roads are not more than 200 m in length unless the carriageway is 7 m in width;
- Dead-end or cul-de-sac roads have a turning circle with a minimum 12 m outer radius; and

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- Carriageways less than 7 m wide have 'No Parking' zones on one side, indicated by a road sign that complies with *Australian Standard AS1743-2001 Road signs-Specifications.*

5.4 Water

Each lot within the proposed subdivision must be provided with a water supply dedicated for firefighting. The site is located in an area with a reticulated water service which will be extended into the proposed subdivision. As such, fire hydrants must be provided within the proposed subdivision. Fire hydrants must be installed in accessible locations and all parts of future habitable buildings must be within 120 m of a fire hydrant measured as hose lay. The fire hydrants must be installed within the road reserve and constructed in accordance with Table 4.

Table 4 - Water Supply Specification

Table E4 Reticulated Water Supply for Fire fighting
A. Distance between building area to be protected and water supply
The following requirements apply: **a) The building area to be protected must be located within 120 metres of a fire hydrant; and** **b) The distance must be measured as a hose lay, between the water connection point and the furthest part of the building area.**
B. Design criteria for fire hydrants
The following requirements apply: **a) fire hydrant system must be designed and constructed in accordance with *TasWater Supplement to Water Supply Code of Australia WSA 03 - 2011-3.1 MRWA 2nd Edition*; and** **b) fire hydrants are not installed in parking areas.**
C. Hardstand
A hardstand area for fire appliances must: **a) No more than three metres from the hydrant, measured as a hose lay;** **b) No closer than six metres from the building area to be protected;** **c) A minimum width of 3m constructed to the same standard as the carriageway; and** **d) Connected to the property access by a carriageway equivalent to the standard of the property access.**

5.5 Optional Protection Measures

The following recommendations are not specifically regulated under any planning or building standards at present hence do not form part of the bushfire hazard management plan. If implemented however, they will improve bushfire protection for future occupants.

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Electrical Infrastructure

Overhead power lines are a common source of unplanned fires, particularly during high wind conditions. Where practicable, electricity connections to properties should be provided underground to remove this potential fire source.

Building Design

Building configuration can be utilised to improve building resilience. It is recommended that future developers of buildings within the subdivision consider adopting the following design features:

- Simple roof shapes with roof pitch at 18° or greater, to reduce the potential for ember accumulation. This measure ought to be combined with non-combustible gutter guards to prevent accumulation within guttering;
- Simple building shapes are preferable, as they reduce opportunity for embers and debris to be trapped against the building within re-entrant corners;
- Keep walls as low as possible. Large expansive walls present greater surface area to wind turbulence and to radiant heat;
- Slab-on-ground construction is generally more resilient than suspended slab construction.

6 Planning Requirements

6.1 Clarence Interim Planning Scheme 2015

The *Clarence Interim Planning Scheme 2015* ('the Planning Scheme') is the relevant planning instrument for the assessment of the proposed development.

Compliance with the Bushfire-Prone Areas Code is addressed in Table 5.

Table 5 - Compliance with Bushfire Prone Areas Code

CLAUSE		COMPLIANCE
E1.6.1.1 Subdivision: Provision of hazard management areas	A1	The proposed BHMP provides habitable building areas and associated hazard management areas for each lot adequate to accommodate BAL-LOW rated development. BAL-LOW construction can be achieved due to the interim Hazard Management Area to be provided on 74 Sugarloaf Road as well as existing separation from bushfire prone vegetation. The interim HMA on 74 Sugarloaf Road has been discussed with the land owner and written consent for the Part 5 Agreement is included as Appendix C. The BHMP is certified as compliant with A1(b).
E1.6.1.2 Subdivision: Public access	A1	The BHMP shows the layout of the proposed public road (through road) that will facilitate firefighter access to fire hydrants and buildings. The proposed public road will be constructed to IPWEA standards and will meet the minimum requirement for a Class 4A/4B road. The southern access road will align with the future road network on 74 Sugarloaf Road. A fire hydrant will be provided on the main through road (i.e. road running east-west) and will be within 120 m of

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CLAUSE		COMPLIANCE
		lots 27, 28 and 29 (i.e. lots that front the southern access road). Due to this, fire fighting vehicles will not be required to use this access and therefore a temporary turning head on this section of road is not required. Fire fighting access is only required using the through road and compliant cul-de-sac head within the subdivision. All parts of all building areas are within 90 m of the public road. No fire trails are proposed. The BHMP is certified as being compliant with A1(b).
E1.6.1.3 Subdivision: Provision of water supply for fire fighting purposes	A1	The BHMP requires the installation of fire hydrants within 120 m of all building areas, consistent with the minimum requirements. The proposal is certified as compliant with A1(b).

A Certificate of Compliance is attached as Appendix D.

7 Conclusion & Recommendations

The proposed subdivision is located in a bushfire-prone area with forest vegetation within, and external to, the site presenting the greatest risk to future development.

The Bushfire Hazard Management Plan prepared for the subdivision outlines the required protection measures including hazard management areas, building siting and construction, access, and water supply standards. Protection measures reduce bushfire risk to future residents, developments and to firefighters, as outlined in this report and the associated bushfire hazard management plan. The Bushfire Hazard Management Plan is certified as compliant with the Bushfire-Prone Areas Code.

Access is via the proposed road network using the through road and terminating in a cul-de-sac at the eastern end of the subdivision. An interim turning head is not required on the southern access road connecting into 74 Sugarloaf Road as all properties with frontage to this access are within 120 m of a fire hydrant provided on the main east-west through road.

All building areas are within 90 m of the public road.

Interim Hazard Management Areas will be required during construction of later stages to provide sufficient separation for BAL-LOW construction for lots sealed prior to the finalisation of the subdivision.

Under a Part 5 Agreement adhered to each title the owner/s of each lot adjoining 74 Sugarloaf Road will be equally responsible for the maintenance of the Hazard Management Area on 74 Sugarloaf Road until the hazard is removed.

Future developers of all proposed lots may rely on this report in support of their building permit applications to demonstrate compliance with the *Building Regulations 2014*, insofar as it regulates bushfire protection.

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8 References

Department of Primary Industries and Water, The LIST, viewed 30 November 2017, www.thelist.tas.gov.au

Standards Australia, 2009, *AS 3959-2009 - Construction of buildings in bushfire-prone areas*, Standards Australia, Sydney.

Tasmanian Planning Commission, 2015, *Clarence Interim Planning Scheme 2015*, viewed 30 November 2017, www.iplan.tas.gov.au.

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TASMANIAN LAND TITLES OFFICE

E315521

Notification of Agreement Under the Land Use Planning and Approvals Act 1993

Section 78

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
243571	**1**		

REGISTERED PROPRIETOR:

EDISON TASMANIA PTY LTD (ACN 629 704 294) as trustee of the EDISON TASMANIA UNIT TRUST c/- PRESIDIO PARTNERS, LEVEL 2/ 222 PITT STREET, SYDNEY NSW 2000

PLANNING AUTHORITY:

CLARENCE CITY COUNCIL of 38 BLIGH STREET, ROSNY PARK TAS 7018

I/ we Clare Shea

of **CLARENCE CITY COUNCIL** of 38 BLIGH STREET, ROSNY PARK TAS 7018

the abovenamed Planning Authority, certify that the above particulars are correct and that attached is a certified executed copy of the agreement (not including annexures) between the abovenamed parties, notice of which is to be registered against the abovementioned folio of the Register.

The abovenamed Planning Authority holds the original executed Agreement.

Date: 20th November 2023

Signed: CShea

(on behalf of the Planning Authority)

Clare Shea
Head of Governance
Clarence City Council
38 Bligh Street
Rosny Park 7018

Land Titles Office Use Only

REGISTERED IN TASMANIA

19 DEC 2023

RECORDER OF TITLES

LUA

Version 2 (TOLD)

THE BACK OF THIS FORM MUST NOT BE USED

Created 15-October -2021 01:23PM

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AGREEMENT UNDER PART 5
LAND USE PLANNING AND APPROVALS ACT 1993

This **Agreement** is made on the 20th day of November 2023

BETWEEN

EDISON TASMANIA (ACN 629 704 294) as trustee of the EDISON TASMANIA UNIT TRUST c/- Presidio Partners, Level 2/ 222 Pitt Street, Sydney in New South Wales 2000 ("**Owner**")

and

CLARENCE CITY COUNCIL of 38 Bligh Street, Rosny Park in Tasmania 7018 ("**Council**")

OPERATIVE PROVISIONS

1. OBJECTIVES

a. The Owner is the registered proprietor of an estate in fee simple in the Land.

b. Council is the planning authority under the Act and for the purposes of the Planning Scheme.

c. This Agreement is entered into pursuant to Part 5 of the Act.

d. The purpose of the Agreement is to record various agreements between the Owner and Council in accordance with the matters in Condition 2 of the Planning Permit.

e. It is the intention of the parties that this Agreement will have the effect of binding the current and future owners of the Land as expressed in this Agreement. The covenants in this Agreement shall run with the as if they were covenants to which section 102(2) of the *Land Titles Act* 1980 (Tas) applies.

f. This Agreement is to be registered pursuant to section 78 of the *Land Use Planning and Approvals Act* 1993 (Tas). This Agreement shall commence on the Commencement Date, notwithstanding that registration may occur after the Commencement Date.

2. LAND

This Agreement applies to the Land, being that comprised in Folio of the Register Volume 243571 Folio 1 presently known as 74 Sugarloaf Road, Risdon Vale in Tasmania.

3. DEFINITIONS AND INTERPRETATIONS

In this Agreement, unless the contrary intention appears:

Act means the *Land Use Planning and Approvals Act* 1993 (Tas).

Agreement means this agreement including any schedules, attachments and annexures.

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21/11/23

Commencement Date means the date of this Agreement.

General Manager means the General Manager for the time being of Council and their successors in office.

Land means the whole of the land in Folio of the Register Volume 243571 Folio 1 presently known as 74 Sugarloaf Road, Risdon Vale in Tasmania 7016.

Lots means those parts of the Land shown as lots 1 – 7 (inclusive) and lot 9 on the Plan.

Lot means each individual lot 1, 2, 3, 4, 5, 6, 7 and 9, as shown on the Plan.

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

Plan means the draft plan annexed to this Agreement and marked ANNEXURE A.

Planning Permit means the planning permit issued by Council dated 6 September 2019 approving the planning application No. SD-2019/1 subject to certain conditions and restrictions as contained in the permit, related to the Owner's development of the Land.

Planning Scheme means the Tasmanian Planning Scheme – Clarence.

4. COVENANTS

The Owner covenants with Council that:

Fence

a. Prior to the sealing of the Lots, the Owner will construct a fence along the Sugarloaf Road boundary of Lots 1 – 7 (inclusive) and Lot 9 as required by condition 2 of the Planning Permit (**the Fence**). The Fence must have a maximum height of 1.2m above natural ground level if solid, or 1.5 m above natural ground level if any part of the fence that is within 3m of a primary frontage has openings above a height of 1.2m which provide a uniform transparency of not less than 30% (excluding any posts or uprights).

b. The Owner is under an obligation to maintain the Fence in good order and once each Lot is assigned, the Owner of the Lot is under an obligation to maintain in good order that section of the Fence which is on the boundary of the Lot.

Access from Sugarloaf Road

c. In accordance with condition 2 of the Planning Permit, no direct vehicular access may be provided from Sugarloaf Road to the Lots.

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5. DISPUTE

a. If a dispute arises between the parties under this Agreement, then (except in the case of action required to be taken under statute) the parties agree that it must be resolved expeditiously in accordance with the provisions of this clause.

b. If a dispute arises requiring resolution, a party must serve a notice on the other specifying the nature and substance of the matter in dispute.

c. If, within thirty (30) days of a notice under clause 5(b) being served, the parties are unable to resolve the dispute, then the dispute must be submitted by the parties for resolution under the following sub-clauses.

d. The matter in dispute must be referred for resolution by a person of appropriate qualifications and experience, as agreed between the parties, who will act as mediator and conduct a mediation concerning the matter in dispute.

e. The costs of all mediation under this clause are to be shared equally between the parties.

f. Each of the parties agrees to use their best endeavours to resolve the dispute through mediation.

g. If a dispute cannot be settled within thirty (30) days (or such other period as the parties agree) of one party serving a notice of that dispute in accordance with clause 5(b), the dispute must be determined under the provisions of the *Commercial Arbitration Act* 1986.

6. SEVERANCE

If any provision of this Agreement or its application to any person or circumstance is or becomes invalid, illegal or unenforceable, then so far as possible, the provision will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable. If any provision or part of it cannot be so read down, then the provision or part of it will be taken to be void and severable and the remaining provisions of this Agreement will not be affected or impaired in any way.

7. NOTICES

a. A notice or other communication given or made under this Agreement must be in writing and addressed to the party to whom the notice is to be given at the address for service of notices as agreed by the parties from time to time.

b. A notice or other communication is taken to have been duly served:

i. in the case of hand delivery - when delivered;

ii. if sent by prepaid post - on the third business day after the date of posting;

iii. if sent by facsimile transmission (only if the sending facsimile machine produces a print out of the time, date and uninterrupted transmission

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21/11/23

record of the sending of the notice) - upon completion of sending if completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 a.m. on the next business day in that place;

iv. if sent by email, when the recipient becomes capable of receiving the email during ordinary business hours (unless the sender receives an automated message that the email has been delayed or delivery has failed).

c. A notice or other communication given or made under this Agreement is sufficient if:

i. in the case of the Council, it is under the hand of the General Manager or a duly authorised officer of the Council or the Council's solicitors;

ii. in the case of the Owner, it is under the hand of the Owner or their solicitor.

d. A printed or copied signature is sufficient for the purposes of sending any demand, written consent or other communication by facsimile transmission or by email.

8. COSTS

The Owner and Council agree that:

a. the Owner must bear the costs and disbursements associated with the preparation, negotiation and registration of this Agreement including any costs or disbursements incurred or to be incurred by Council; and

b. unless this Agreement provides to the contrary, each party must pay its own costs incurred in the future operation of this Agreement.

9. COUNCIL POWERS

The parties acknowledge and agree that this Agreement does not fetter or restrict the powers or discretions of Council as planning authority in any way, including to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of plans relating to the Land or development of the Land.

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Swans
21/11/23

CITY OF CLARENCE

SIGNING PAGE:

Executed as an agreement under seal by the Parties

on the ..20th.....day of ..November.....2022/3

The Common Seal of the **Clarence City Council** was hereunto affixed in accordance with section 19(5) of the *Local Government Act 1993* (Tas) in the presence of:)

Common seal

C Shea.
Signature

Clare Shea
Print Name

Head of Governance
Print Office Held

Signature

Print Name

Print Office Held

Signed by **Edison Tasmania Pty Ltd (ACN 629 704 294)** as trustee of the Edison Tasmania Unit Trust in accordance with section 127 of the *Corporations Act* 2001 (Cth) by being signed by:)

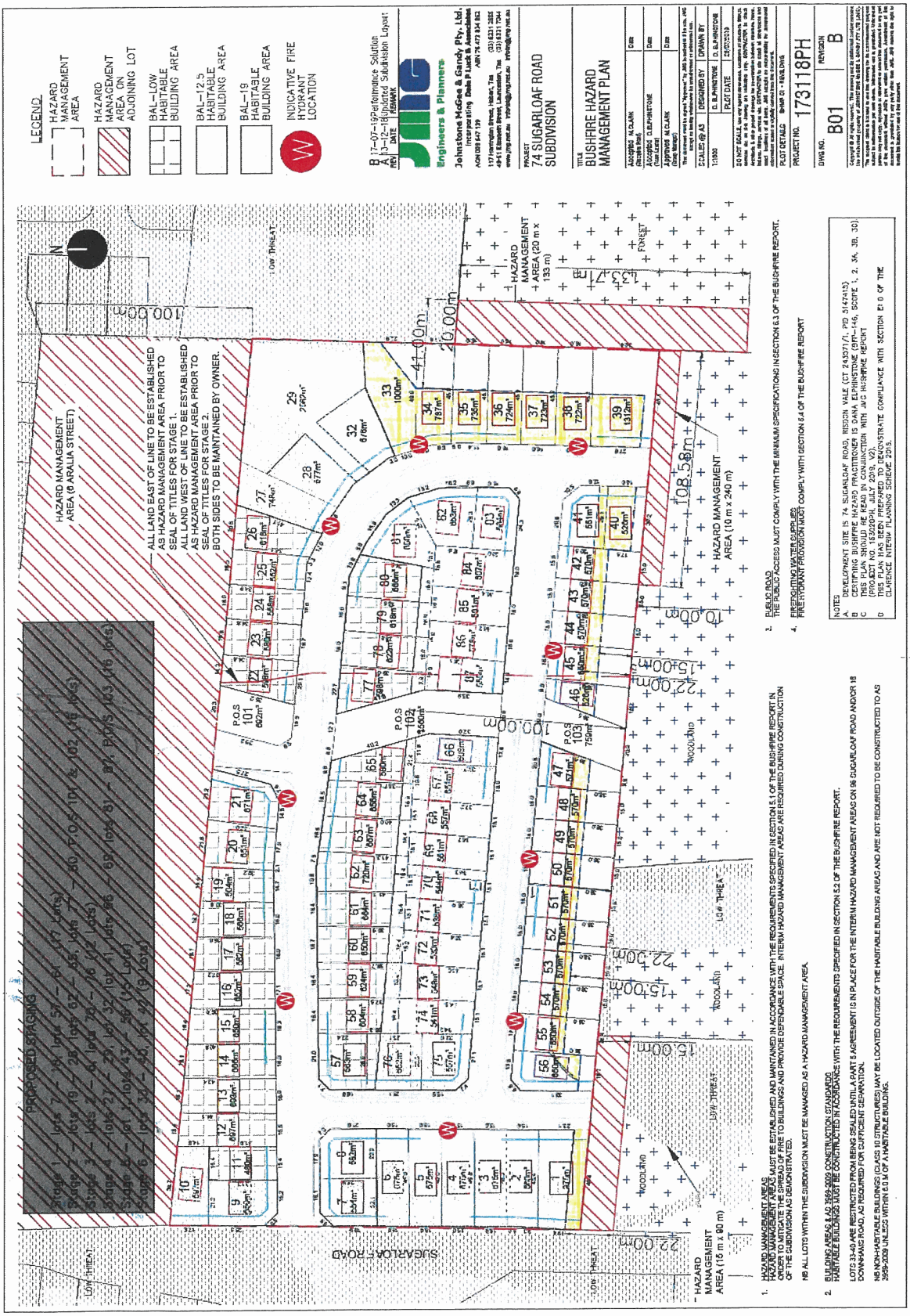
George Geagea
Sole Director and Sole Secretary

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Shanes
21/11/23

ANNEXURE A

Plan



TASMANIAN LAND TITLES OFFICE

E346931

Notification of Agreement under the Land Use Planning and Approvals Act 1993

Section 78

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
243571	1		

REGISTERED PROPRIETOR:

EDISON TASMANIA PTY LTD (ACN 629 704 294) as trustee of the EDISON TASMANIA UNIT TRUST c/- PRESIDO PARTNERS, LEVEL 2/ 22 PITT STREET, SYDNEY NSW 2000

PLANNING AUTHORITY:

CLARENCE CITY COUNCIL

I/~~we~~ Clare Amy Shea, Corporate Secretary

of Clarence City Council, 38 Bligh Street, Rosny Park, Tasmania

the abovenamed Planning Authority, certify that the above particulars are correct and that attached is a certified executed copy of the agreement (not including annexures) between the abovenamed parties, notice of which is to be registered against the abovementioned folio of the Register.

The abovenamed Planning Authority holds the original executed Agreement.

Date: 26th April 2023.

Clare Shea
Corporate Secretary
Clarence City Council
38 Bligh Street
Rosny Park 7018

Signed: CShea
(on behalf of the Planning Authority)

Land Titles Office Use Only

REGISTERED IN TASMANIA
23 MAY 2023
RECORDER OF TITLES

LUA
Version 2 (TOLD)

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Created 16-Aug-2022 10:39AM

Clarence... a brighter place

PART 5 AGREEMENT

CLARENCE CITY COUNCIL
ABN 35 264 254 198
("COUNCIL")

AND

EDISON TASMANIA PTY LTD (ACN 629 704 294) AS TRUSTEE FOR THE EDISON TASMANIA UNIT TRUST C/- PRESIDIO PARTNERS, LEVEL 2/222 PITT STREET, SYDNEY IN NEW SOUTH WALES 200
("THE OWNER")

[redacted]

Agreement pursuant to section 71 of the Land Use Planning and Approvals Act 1993 (Tas)

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

Clarence City Council and Edison Tasmania Pty Ltd
PDPART5-2023/034652
74 Sugarloaf Road, Risdon Vale

This **Agreement** is made on the 24th day of April 2023

Clarence City Council of 38 Bligh Street, Rosny Park in Tasmania, a body corporate pursuant to the provisions of the *Local Government Act 1993* (Tas) (**"Council"**)

and

Edison Tasmania Pty Ltd (ACN 629 704 294) as trustee for the Edison Tasmania Unit Trust c/- Presidio Partners, Level 2/222 Pitt Street, Sydney in New South Wales 200 (**"The Owner"**)

RECITALS

A. Council is the planning authority under the *Local Government Planning and Approvals Act 1993* (Tas) (**"the Act"**) for the purposes of the Tasmanian Planning Scheme – Clarence (**"the Planning Scheme"**).
B. The Owner is the registered proprietor of an estate in fee simple of the property known as 74 Sugarloaf Road, Risdon Vale in Tasmania more particularly described in Certificate of Title Vol. 243571 Fol. 1 **("Property")**.
C. The is Owner also the registered proprietor of the adjoining property known as 6 Aralia Street, Risdon Vale more particularly described in Certificate of Title Vol. 130070 Fol. 1 ("**the Land**").
D. The Property and the Land are subject to the provisions of the Planning Scheme.
E. The Owner is proposing to subdivide the Land in accordance with the Planning Permit PDPLANPMTD-2021/021118 dated 7 of March 2022 ("**Permit**").
F. It is a condition of the Permit, that the Owner is to enter into this Part 5 Agreement ("**the Agreement**") under section 71(1) of the Act to provide for the establishment and maintenance of an Interim Hazard Maintenance Area on the Property.

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BSKay

OPERATIVE PART

1. DEFINITIONS

In this Agreement, unless the contrary intention appears:

Agreement means this agreement including any schedules, attachments and annexures.

Bushfire Hazard Management Plan means the plan at Annexure B of the Bushfire Report, annexed and marked "**B**".

Bushfire Management Area means the area of the Property 32 metres wide identified for hazard management in the Bushfire Hazard Management Plan;

Bushfire Report means the report prepared by Johnson McGee & Gandy Pty Ltd dated February 2022, annexed to this agreement and marked **Annexure B**.

Expiry Date means the date on which development of both the Land and permanent management of the vegetation classified by the Bushfire Report occurs.

Plan means the Plan of the proposed subdivision of the Land annexed to this agreement and marked Annexure A;

2. INTERPRETATION

In this Agreement:

a. the expression "Owner":

   i. can mean more than one person;

   ii. includes the successors and assigns of the Owner;

   iii. includes any person deriving title to the Owner's Land or any part of the Owner's Land from the Owner;

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

c. clause headings are inserted for convenience only and do not affect the interpretation of this Agreement;

d. a recital, schedule, annexure or a description of the parties forms part of this Agreement;

e. where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning; and

f. a party includes its successors assigns, executors and administrators.

3. COVENANTS ON THE PART OF THE OWNER

3.1. The Owner covenants with Council to:

a) prior to the sealing of the final plan of survey, to undertake the bushfire protection measures on the Property within the Hazard Management Area as set out in the Bushfire Hazard Management Plan; and

b) following the measures carried out in accordance with **clause 3.1(a)**, thereafter maintain at all times the Hazard Management Area in the modified condition required by the Bushfire Report.

4. ENFORCEMENT

4.1. Council may enforce the covenant in this Agreement at its sole discretion. The Owner agrees that Council has no enforcement obligation in respect of this Agreement. Enforcement of this Agreement is to be at the suit of or by action by such of the Owner may feel aggrieved by any conduct, act or omission on the part of the other.

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5. RELEASES AND INDEMNITIES BY THE OWNER

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

a) anything done on the Property by the Owner, its agents or contractors, in exercising the rights conferred by this Agreement except where; or

b) any failure on the Owner's part to implement the bushfire protection measures contained within the Bushfire Report and maintain the Hazard Management Area in accordance with the Owner's rights and obligations under this Agreement.

6. DISPUTE

6.1. If a dispute arises between the parties under this Agreement, then (except in the case of action required to be taken under statute) the parties agree that it must be resolved expeditiously in accordance with the provisions of this clause.

6.2. If a dispute arises requiring resolution, a party must serve a notice on the other specifying the nature and substance of the matter in dispute.

6.3. If, within thirty (30) days of a notice under **clause 6.2** being served, the parties are unable to resolve the dispute, then the dispute must be submitted by the parties for resolution under the following sub-clauses.

6.4. The matter in dispute must be referred for resolution by a person of appropriate qualifications and experience, as agreed between the parties, who will act as mediator and conduct a mediation concerning the matter in dispute.

6.5. The costs of all mediation under this clause are to be shared equally between the parties.

6.6. Each of the parties agrees to use their best endeavors to resolve the dispute through mediation.

7. SEVERANCE

If any provision of this Agreement or its application to any person or circumstance is or becomes invalid, illegal or unenforceable, then so far as possible, the provision will be read down to the extent necessary to ensure that it is not illegal,

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invalid or unenforceable. If any provision or part of it cannot be so read down, then the provision or part of it will be taken to be void and severable and the remaining provisions of this Agreement will not be affected or impaired in any way.

8. NOTICES

8.1. A notice or other communication given or made under this Agreement must be in writing and addressed to the party to whom the notice is to be given at the address for service of notices as agreed by the parties from time to time.

8.2. A notice or other communication is taken to have been duly served:

a) in the case of hand delivery - when delivered;

b) if sent by prepaid post - on the third business day after the date of posting;

c) if sent by email, when the recipient becomes capable of receiving the email during ordinary business hours (unless the sender receives an automated message that the email has been delayed or delivery has failed).

8.3. A notice or other communication given or made under this Agreement is sufficient if:

a) in the case of the Council, it is under the hand of the Chief Executive Officer or a duly authorised officer of the Council or the Council's solicitors;

b) in the case of the Owner, it is under the hand of the Owner or their solicitor.

8.4. A printed or copied signature is sufficient for the purposes of sending any demand, written consent or other communication by email.

9. COSTS

The Owner and Council agree that:

a) the Owner must bear the costs and disbursements associated with the preparation, negotiation and registration of this Agreement including any costs or disbursements incurred or to be incurred by Council; and

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b) unless this Agreement provides to the contrary, each party must pay its own costs incurred in the future operation of this Agreement.

10. COUNCIL POWERS

The parties acknowledge and agree that this Agreement does not fetter or restrict the powers or discretions of Council as planning authority in any way, including to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of plans relating to the Property or relating to any use or development of the Property.

11. COMMENCING DATE AND DURATION

This agreement will:

a) take effect on the date it is signed by all the parties notwithstanding any delay or failure on the part of the Council in lodging the Agreement with the Recorder of Titles for registration; and

b) continue in full effect until the Expiry Date is reached and it is mutually agreed between the parties to end the Agreement pursuant to the Act.

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EXECUTED by the parties as a deed

Executed on the date appearing on page 2 of this Agreement

The Common Seal of **CLARENCE CITY COUNCIL** was affixed by its duly authorised delegate in accordance with section 19(5) of the *Local Government Act 1993* (Tas)

.....

Clare Amy Shea

Corporate Secretary

Signed by **Edison Tasmania Pty Ltd Pty Ltd** (ACN 629 704 294) as trustee of the Edison Tasmania Unit Trust in accordance with section 127 of the *Corporations Act 2001* (Cth)

.....

George Geagea

Sole Director and Sole Secretary

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TASMANIAN LAND TITLES OFFICE

E371524

Notification of Agreement Under the Land Use Planning and Approvals Act 1993
Section 78

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
243571	**1**		

REGISTERED PROPRIETOR:

EDISON TASMANIA PTY LTD (ACN 629 704 294) as trustee of the EDISON TASMANIA UNIT TRUST c/- PRESIDIO PARTNERS, LEVEL 2/ 222 PITT STREET, SYDNEY NSW 2000

PLANNING AUTHORITY:

CLARENCE CITY COUNCIL of 38 BLIGH STREET, ROSNY PARK TAS 7018

I/ w/ Clare Shea

of **CLARENCE CITY COUNCIL** of 38 BLIGH STREET, ROSNY PARK TAS 7018

the abovenamed Planning Authority, certify that the above particulars are correct and that attached is a certified executed copy of the agreement (not including annexures) between the abovenamed parties, notice of which is to be registered against the abovementioned folio of the Register.

The abovenamed Planning Authority holds the original executed Agreement.

Date: 20th November 2023

Signed: .....
(on behalf of the Planning Authority)

Clare Shea
Head of Governance
Clarence City Council
38 Bligh Street
Rosny Park 7018

Land Titles Office Use Only

REGISTERED IN TASMANIA
19 DEC 2023
RECORDER OF TITLES

LUA
Version 2 (TOLD)

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SHarris
21/11/23

AGREEMENT UNDER PART 5
LAND USE PLANNING AND APPROVALS ACT 1993

This **Agreement** is made on the 20th day of November 2023

BETWEEN

ARAN DEVELOPMENT PTY LTD of 18 Downhams Road, Risdon Vale in Tasmania 7016 ("**Owner**")

and

CLARENCE CITY COUNCIL of 38 Bligh Street, Rosny Park in Tasmania 7018 ("**Council**")

and

EDISON TASMANIA (ACN 629 704 294) as trustee of the EDISON TASMANIA UNIT TRUST c/- Presidio Partners, Level 2/ 222 Pitt Street, Sydney in New South Wales 2000 ("**Protected Owner**")

OPERATIVE PROVISIONS

1. OBJECTIVES

a. The Owner is the registered proprietor of an estate in fee simple in the Land.

b. The Protected Owner is currently the registered proprietor of an estate in fee simple in 74 Sugarloaf Road, from which the Protected Lots will be subdivided in accordance with the Planning Permit.

c. Council is the planning authority under the Act and for the purposes of the Planning Scheme.

d. This Agreement is entered into pursuant to Part 5 of the Act.

e. The purpose of the Agreement is to record an agreement between the Owner, Council and the Protected Owner in relation to ongoing bushfire hazard management of the Bushfire Hazard Management Area.

f. It is the intention of the parties that this Agreement will have the effect of binding the current and future owners of the Land and the Protected Lots. The covenants in this Agreement shall run with the Land and the Protected Lots as if they were covenants to which section 102(2) of the *Land Titles Act* 1980 (Tas) applies.

g. This Agreement is to be registered pursuant to section 78 of the *Land Use Planning and Approvals Act* 1993 (Tas). This Agreement shall commence on the Commencement Date, notwithstanding that registration may occur after the Commencement Date. This Agreement shall end on the Expiry Date.

2. LAND

This Agreement applies to;

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SHarris
21/11/23

a. the Land, being the whole of the land comprised in Folio of the Register Volume 127474 Folio 2 presently known as 18 Downhams Road, Risdon Vale in Tasmania; and

b. the Protected Lots, which as at the date of this Agreement form part of 74 Sugarloaf Road, being the whole of the land comprised in Folio of the Register Volume 243571 Folio 1 presently known as 74 Sugarloaf Road, Risdon Vale in Tasmania.

3. DEFINITIONS AND INTERPRETATIONS

In this Agreement, unless the contrary intention appears:

74 Sugarloaf Road means the whole of the land in Folio of the Register Volume 243571 Folio 1 presently known as 74 Sugarloaf Road, Risdon Vale in Tasmania 7016.

Act means the *Land Use Planning and Approvals Act* 1993 (Tas).

Agreement means this agreement including any schedules, attachments and annexures.

Bushfire Hazard Management Area means that part of the Land marked in green and identified as such on the Plan.

Commencement Date means the date on which the survey plan for 'stage 2' (containing the Protected Lots) of the Protected Owner's development of 74 Sugarloaf Road is sealed by Council.

Expiry Date means the date on which the Land is developed to the extent that the Land no longer poses a bushfire threat to the Protected Lots and consequently the Protected Lots are no longer considered a 'bushfire prone area' as defined by the Planning Scheme.

General Manager means the General Manager for the time being of Council and their successors in office.

Land means the whole of the land comprised in Folio of the Register Volume 127474 Folio 2 presently known as 18 Downhams Road, Risdon Vale in Tasmania 7016.

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

Plan means the Bushfire Hazard Management Plan prepared by JMG Engineers and Planners dated 17 July 2019, annexed to this Agreement marked 'ANNEXURE A'.

Planning Permit means the planning permit issued by Council dated 6 September 2019 approving the planning application No. SD-2019/1 subject to certain conditions and restrictions as contained in the permit, related to the Protected Owner's development of 74 Sugarloaf Road.

Planning Scheme means the Tasmanian Planning Scheme – Clarence.

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S Hanes
21/11/23

Protected Lots means each of the Lots 33-40 inclusive shown on the Plan, to derive from 74 Sugarloaf Road in accordance with the Planning Permit (and until they are subdivided a reference to the Protected Lots means 74 Sugarloaf Road or any part of it from which the Protected Lots will result).

Protected Owner means the owner for the time being of the Protected Lots and includes the person or persons from time to time registered or entitled to be registered by the Recorder of Titles as proprietor or proprietors of an estate in fee simple in the Protected Lots and includes a mortgagee in possession, and if more than one, then each of those owners jointly and severally (and until the Protected Lots are subdivided, a reference to the Protected Owner is the proprietor of 74 Sugarloaf Road or any part of it from which the Protected Lots will result).

Report means the Bushfire Report prepared by JMG Engineers and Planners dated July 2019, annexed to this Agreement and marked 'ANNEXURE B'.

Term means the period commencing on Commencement Date and ending on the Expiry Date.

4. COVENANTS

The Parties acknowledge that, in accordance with the Act, this Agreement is made under seal and binds the Protected Owner and the Owner to the covenants in it. The Protected Owner and the Owner covenant with the Council and each other as follows;

4.1 Covenants on the part of the Protected Owner

The Protected Owner covenants with Council to:

a. before a certificate of occupancy is issued under the *Building Act 2016* for the Protected Owner's development of the Protected Lots, to undertake the bushfire protection measures within the Bushfire Hazard Management Area so as to put the Bushfire Hazard Management Area in a reduced fuel condition as set out in the Report; and

b. following the measures carried out in accordance with clause 4.1(a), thereafter maintain at all times the Bushfire Hazard Management Area in the modified condition required by the Report,

and in doing so the Protected Owner agrees;

c. to bear all legal costs reasonably incurred by the Owner in seeking legal advice in respect of entering this Agreement and its terms;

d. to take all reasonable care in accessing the Land including the Bushfire Hazard Management Area;

e. to only do so much as is reasonably necessary to clear and maintain the Bushfire Hazard Management Area to the extent required by the covenant in clause 4.1(a) and (b);

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f. to not break the surface of the Bushfire Hazard Management Area except where, with the consent of the Owner, it is necessary to do so to remove tree stumps;

g. so far as reasonably practicable, to make good any damage done to the surface of the Bushfire Hazard Management Area and the Land in doing any works necessary for the implementation of this Agreement;

h. to remove at its cost all vegetation which has been cut down or pulled from the ground, including felled trees, from the Land; and

i. to not use herbicides in the course of carrying out the bushfire protection measures on the Bushfire Hazard Management Area.

4.2 Covenants on the part of the Owner

a. The Owner consents to the Protected Owner, its agents and contractors, having such access as is reasonably necessary including with vehicles and machinery to the Bushfire Hazard Management Area including, as necessary, over the balance of the Land, in accordance with the provisions of this Agreement, for the purpose of initially implementing bushfire protection measures and thereafter maintaining the Bushfire Hazard Management Area in a fire safe condition as contemplated by this Agreement.

b. The Owner agrees to not prevent, hinder or obstruct in any way the Protected Owner or its agents and contractors in exercising the rights conferred under clause 4.2(a).

4.3 Enforcement

a. Council may enforce the covenants in this Agreement at its sole discretion. The Protected Owner and the Owner agree that Council has no enforcement obligation in respect of this Agreement. Enforcement of this Agreement is to be at the suit of or by action by such of the Protected Owner or the Owner as may feel aggrieved by any conduct, act or omission on the part of the other.

b. The Protected Owner and Council agree that the Owner has no responsibility or legal duty to the Protected Owner or to Council to ensure that the Protected Owner implements the measures contemplated by this Agreement on the Bushfire Hazard Management Area.

5. RELEASES AND INDEMNITIES

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

a. anything done on the Bushfire Hazard Management Area or the Land by the Protected Owner, its agents or contractors, in exercising the rights conferred by

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this Agreement except where and to the extent that any such claim, expense, liability, loss or injury including death is caused or contributed to by any negligent act or omission on the part of the Owner; or

b. any failure on the Protected Owner's part to implement the bushfire protection measures contained within the Report and maintain the Bushfire Hazard Management Area in accordance with the Protected Owner's rights under this Agreement.

6. LEGAL RIGHTS AND INTERESTS LIMITED

This Agreement confers on the Protected Owner no legal rights in respect of or legal interest in the Bushfire Hazard Management Area except to the extent contemplated by and necessary for the operation of this Agreement.

7. TERM

a. In accordance with section 74 of the Act, this Agreement shall commence on the Commencement Date and end at the end on the Expiry Date.

b. In accordance with section 78(2) of the Act, the Council agrees to sign all documents reasonably required by the Owner and Protected Owner as soon as practicable after the Expiry Date to give the Recorder of Titles notice, in a form approved by the Recorder of Titles, of the ending of this Agreement.

8. DISPUTE

a. If a dispute arises between the parties under this Agreement, then (except in the case of action required to be taken under statute) the parties agree that it must be resolved expeditiously in accordance with the provisions of this clause.

b. If a dispute arises requiring resolution, a party must serve a notice on the other specifying the nature and substance of the matter in dispute.

c. If, within thirty (30) days of a notice under clause 8(b) being served, the parties are unable to resolve the dispute, then the dispute must be submitted by the parties for resolution under the following sub-clauses.

d. The matter in dispute must be referred for resolution by a person of appropriate qualifications and experience, as agreed between the parties, who will act as mediator and conduct a mediation concerning the matter in dispute.

e. The costs of all mediation under this clause are to be shared equally between the parties.

f. Each of the parties agrees to use their best endeavours to resolve the dispute through mediation.

g. If a dispute cannot be settled within thirty (30) days (or such other period as the parties agree) of one party serving a notice of that dispute in accordance with

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S Marris
21/11/23

clause 8(b), the dispute must be determined under the provisions of the *Commercial Arbitration Act* 1986.

9. SEVERANCE

If any provision of this Agreement or its application to any person or circumstance is or becomes invalid, illegal or unenforceable, then so far as possible, the provision will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable. If any provision or part of it cannot be so read down, then the provision or part of it will be taken to be void and severable and the remaining provisions of this Agreement will not be affected or impaired in any way.

10. NOTICES

a. A notice or other communication given or made under this Agreement must be in writing and addressed to the party to whom the notice is to be given at the address for service of notices as agreed by the parties from time to time.

b. A notice or other communication is taken to have been duly served:

   i. in the case of hand delivery - when delivered;

   ii. if sent by prepaid post - on the third business day after the date of posting;

   iii. if sent by facsimile transmission (only if the sending facsimile machine produces a print out of the time, date and uninterrupted transmission record of the sending of the notice) - upon completion of sending if completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 a.m. on the next business day in that place;

   iv. if sent by email, when the recipient becomes capable of receiving the email during ordinary business hours (unless the sender receives an automated message that the email has been delayed or delivery has failed).

c. A notice or other communication given or made under this Agreement is sufficient if:

   i. in the case of the Council, it is under the hand of the General Manager or a duly authorised officer of the Council or the Council's solicitors;

   ii. in the case of the Owner or Protected Owner, it is under the hand of the Owner or Protected Owner or their respective solicitors.

d. A printed or copied signature is sufficient for the purposes of sending any demand, written consent or other communication by facsimile transmission or by email.

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S Harries
21/11/23

11. COSTS

The Owner and Council agree that:

a. the Owner must bear the costs and disbursements associated with the preparation, negotiation, registration and notification of the ending of this Agreement including any costs or disbursements incurred or to be incurred by Council; and

b. unless this Agreement provides to the contrary, each party must pay its own costs incurred in the future operation of this Agreement.

12. COUNCIL POWERS

The parties acknowledge and agree that this Agreement does not fetter or restrict the powers or discretions of Council as planning authority in any way, including to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of plans relating to 74 Sugarloaf Road or development of 74 Sugarloaf Road.

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

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SIGNING PAGE:

Executed as an agreement under seal by the Parties

on the ...4.....day of ..SEPTEMBER.....~~2022~~ 2023

The Common Seal of the **Clarence City Council** was hereunto affixed in accordance with section 19(5) of the *Local Government Act 1993* (Tas) in the presence of:

Common seal

CShea
Signature

Clare Shea
Print Name

Head of Governance
Print Office Held

Signature

Print Name

Print Office Held

Signed by **Edison Tasmania Pty Ltd (ACN 629 704 294)** as trustee of the Edison Tasmania Unit Trust ~~in accordance with section 127 of the *Corporations Act* 2001 (Cth) by being signed by~~:

BY ITS ATTORNEY CAITLIN TOUSSAINT UNDER POWER OF ATTORNEY DATED 26 JULY 2021 NO. PA131640 WHO HEREBY DECLARES NO NOTICE OF ALTERATION OR REVOCATION HAS BEEN RECEIVED IN THE PRESENCE OF:

Ctoussaint

~~George Geagea~~
~~Sole Director and Sole Secretary~~
CAITLIN TOUSSAINT - ASSOCIATE
BUTLER MCINTYRE & BUTLER

WITNESS : A

Alexander Thomson
Personal Assistant
Butler McIntyre & Butler
20 Murray Street, Hobart, TAS, 7000
Tel: (03) 6222 9444

Signed by **Aran Development Pty Ltd (ACN 619 715 034)** in accordance with section 127 of the *Corporations Act* 2001 (Cth) by being signed by:

Jotsada Sakuma
Signature

Jotsada Sakuma.
Print Name

4/9/2023

SOLE DIRECTOR
Print Office Held

ALAN SILA
Signature

ALAN SILA
Print Name

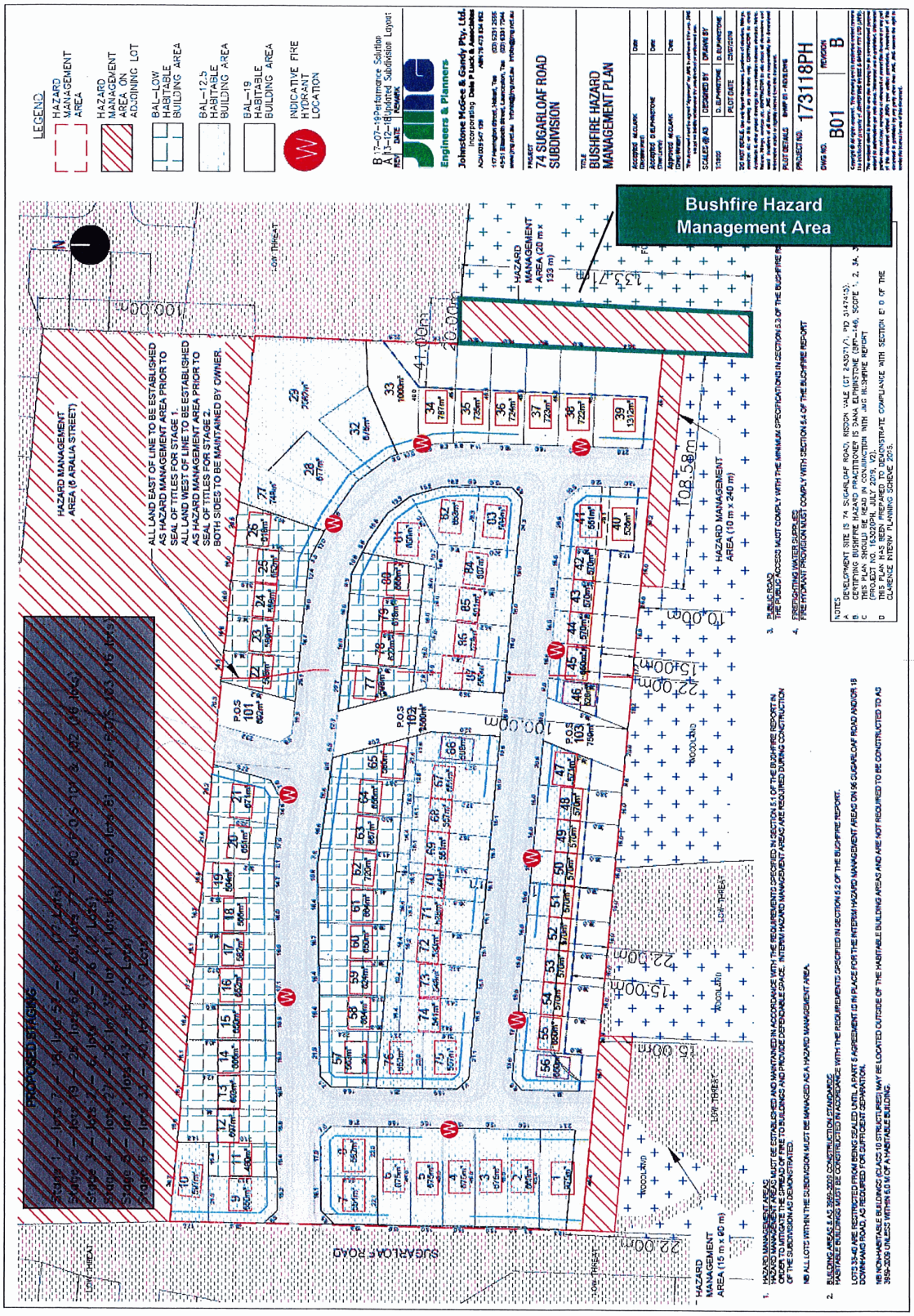
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ANNEXURE A

Plan



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ANNEXURE B

Report

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BUSHFIRE REPORT

FOR LAMBRAKIS MGH PTY LTD

74 Sugarloaf Road Subdivision

July 2019

Engineers & Planners

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4. This report presents information provided by others. JMG do not claim to have checked, and accept no responsibility for, the accuracy of such information.
5. The effectiveness of the measures and recommendations in this report are dependent on their implementation and maintenance for the life of the development. Should the site characteristics that this assessment has been measured from alter from those identified, the BAL classification may differ and cause this report to be void. No liability can be acceptable for actions by lot owners, Council or government agencies which compromise the effectiveness of this report.
6. Whilst compliance with the recommendations of this report will enhance the likelihood of the development surviving a bushfire hazard, no guarantee is made that the development will survive every bushfire hazard event.

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1 Introduction

JMG have been engaged by Lambrakis MGH Pty Ltd. to prepare a bushfire hazard assessment for a proposed subdivision at 74 Sugarloaf Road, Risdon Vale. The certifier, Dana Elphinstone, is a qualified town planner and is an Accredited Person under Part 4A of the *Fire Service Act 1979*.

The subdivision has been approved by Clarence City Council under permit SD-2017/30. However, the layout of the subdivision has been changed necessitating a further development application and amendment to the bushfire report. The development involves the subdivision of land located within a bushfire-prone area necessitating an assessment against the Bushfire-Prone Areas Code under the *Clarence Interim Planning Scheme 2015*. The *Director's Determination - Requirements for Building in Bushfire-Prone Areas - Version 1.2, 2017* (the 'Director's Determination') applies for building assessment.

This report considers:

- Whether the site's location meets the definition of a bushfire-prone area;
- The characteristics of the site and surrounding land;
- The proposed use and development that may be threatened by bushfire hazard;
- The applicable Bushfire Attack Level (BAL) rating;
- Appropriate bushfire hazard mitigation measures; and
- Compliance with planning and building requirements pertaining to bushfire hazard.

In order to demonstrate compliance with the Bushfire-Prone Areas Code this report includes a Certificate of Compliance (for planning purposes).

2 Site Description

The land proposed for subdivision is 74 Sugarloaf Road, Risdon Vale (CT 243571/1) (Figure 1). The site has a total area of approximately 7.6 ha and is located to the east of Sugarloaf Road and north of Hyden Road, as shown in (Figure 1). The site has a north/north-westerly aspect.



Figure 1 - Subject Site

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The site is on the southern edge of the Risdon Vale settlement and is between fragmented rural allotments, zoned for future residential development. There is one existing access point to the site, located midway along the 189.1 m frontage to Sugarloaf Road.

The area adjoining is predominantly low density residential and large environmental living allotments. The site adjoins general residential land to the north (6 Aralia Court), 'Particular Purpose' land to the immediate south (88, 92 & 96 Sugarloaf Road).

Planning Context

The relevant planning instrument for the assessment of use and development on the site is the *Clarence Interim Planning Scheme 2015* ("Planning Scheme").

The site is zoned General Residential' under the Planning Scheme. A previous subdivision layout was approved under planning permit SD-2017/31.

The entire site is subject to the 'Bushfire Prone Areas' and the '74 Sugarloaf Road Specific Area Plan' overlays (Figure 2).



Figure 2 - Zoning and Overlays

Natural Values

The site is located on the southern edge of the Risdon Vale settlement between fragmented rural allotments. The site is characterised by degraded pasture with some remnant bushland trees classified by the TASVEG 3.0 database as Dry Eucalypt Forest and Woodland (DAM) in the north-east portion of the site (Figure 3). This vegetation extends north into the adjoining property.

A small area of DAM traverses the south-eastern corner and joins a larger area of vegetation to the south and southeast of the site on adjoining allotments.

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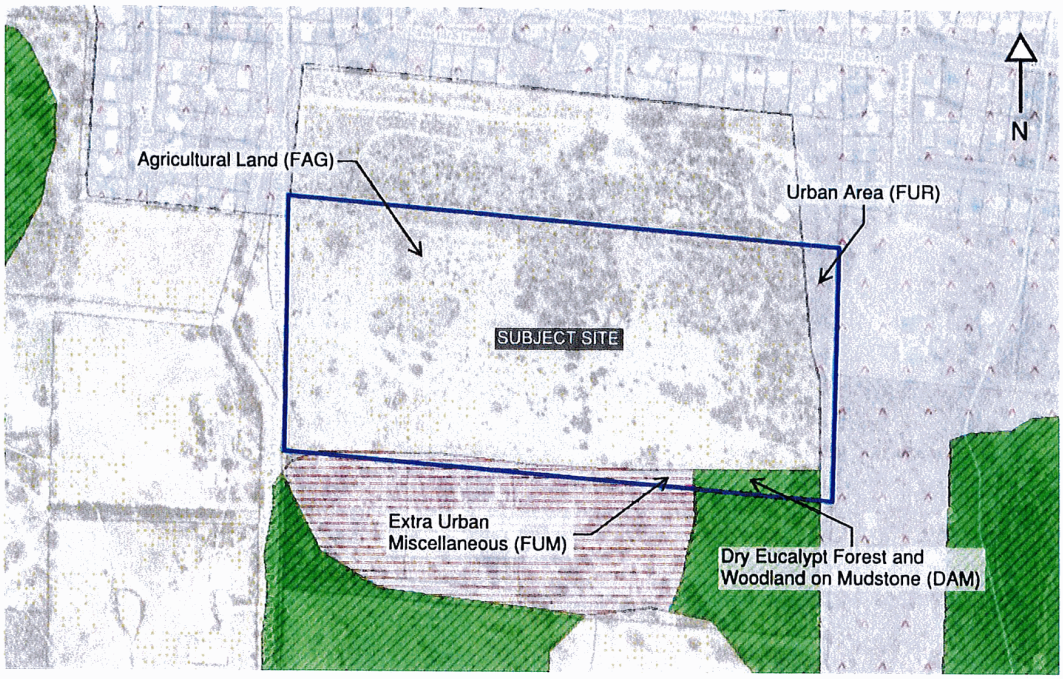


Figure 3 - TASVEG Mapping

Heritage Values

The site is not listed under the Interim Planning Scheme, nor on the Tasmanian Heritage Register for historic heritage protection.

3 Proposed Use & Development

The proposed development is the subdivision of one existing allotment into 87 residential lots, three public open space lots and associated road reserves. The residential lots range in size from 480 m^2 to 978 m^2, with frontages ranging in width from 3.7 m (lots 29-32) to 33.1 m on a single frontage. All residential lots can accommodate a 10 m by 15 m building envelope, however several lots (46, 56 and 66) can only accommodate this rectangle with the shortest side parallel to the frontage. However, all lots contain sufficient area for the provision of on-site parking, an area of private open space and sufficient frontage width to allow for safe access and egress of vehicles and pedestrians.

The subdivision will have access via a new road connected to Sugarloaf Road and a connection to Aralia Street via the approved subdivision of 6 Aralia Street. The subdivision will also provide for two future connections on the southern boundary of the site. The road reserve width is either 18 m or 20 m minimum width. No cul-de-sac terminations are proposed. The only dead end roads are provided to enable future road connections.

The subdivision will be developed over six stages.

The proposed subdivision and staging plans are enclosed as Appendix A.

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4 Bushfire Hazard Assessment

The proposed subdivision is within 100 m of over 1 ha of contiguous unmanaged vegetation and therefore is within a 'bushfire prone area' as defined in the Planning Scheme.

The key factors affecting bushfire behaviour are fuel, weather conditions and topography. This section of the report considers these factors in the context of AS 3959-2009 -*Construction of buildings in bushfire-prone areas*, which is required in order to determine compliance with planning and building requirements for bushfire protection.

4.1 Vegetation & Effective Slope

AS 3959-2009 provides categories for classifying vegetation based on structural characteristics.

'Effective Slope' refers to the slope of land underneath bushfire-prone vegetation relative to the subject site. Effective Slope affects a fire's rate of spread and flame length and is accordingly a critical aspect affecting bushfire behaviour. AS 3959-2009 refers to five categories of Effective Slope and these have been used for the purpose of this analysis.

Figure 4 shows land within 100m of the site as this is the minimum area for consideration under the current planning and building regulations.

The site was inspected on 25 October 2017.

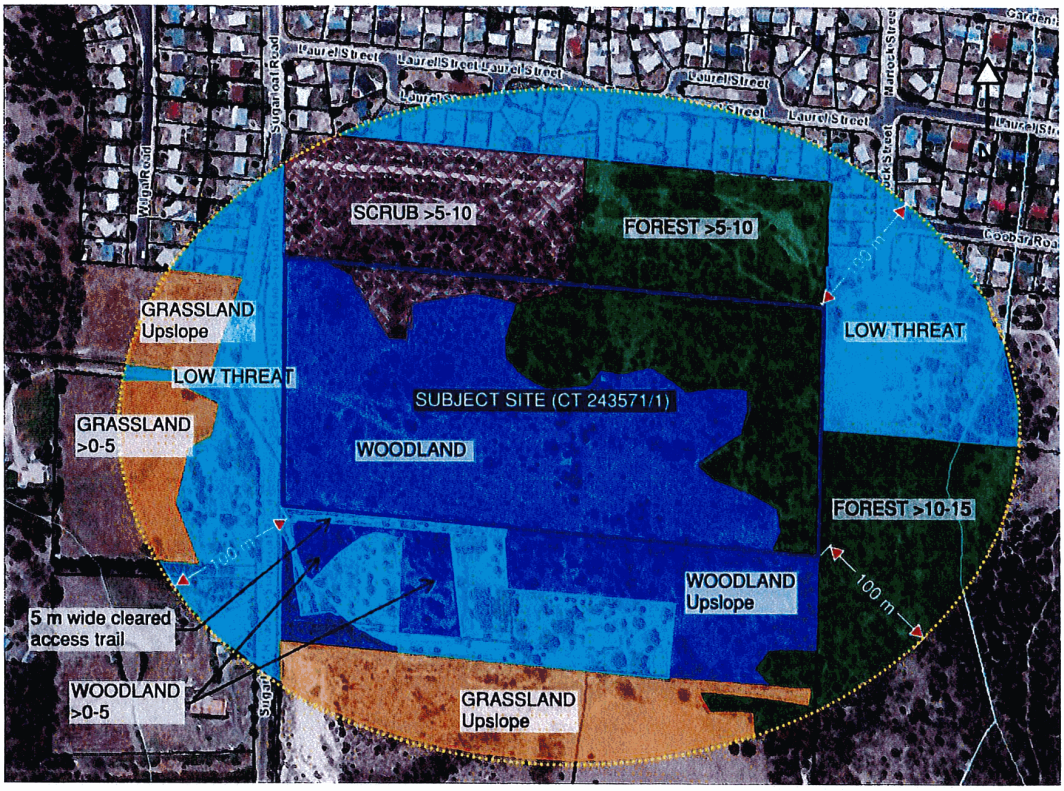


Figure 4 - Site Analysis

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Onsite Vegetation

The onsite vegetation is a combination of low dense bushland and more open pasture with scattered trees. The western portion of the site is largely cleared of standing vegetation and is classified as 'Group B - Woodland (Figure 5). The vegetation classified as Woodland is composed of low grasses with small shrubs and trees including eucalypts and acacias scattered sparsely providing less than 30% foliage cover. The average height of trees is approximately 6 m.



Figure 5 - Woodland vegetation onsite

The eastern portion of the site has a slightly taller canopy than the western Woodland vegetation. The height of eucalypts ranges from 4-10 m, with foliage cover 30%. The understorey includes eucalypts, acacias and grasses (Figures 6 & 7). This vegetation is classified as 'Group A - Forest'.



Figure 6 - Forest vegetation onsite

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Figure 7 - Forest vegetation onsite

North

The vegetation to the north of the site at 6 Aralia Street is divided into two sections. The western portion of the site is characterised by eucalypt and acacia regrowth shrubs and small tree regrowth generally 2-4 m in height (Figure 8). The foliage cover varies but is generally greater than 30%. This vegetation is classified as 'Group D - Scrub'.



Figure 8 - Scrub vegetation north-west of the site

Vegetation to the northeast of the site has a slightly taller canopy than the Scrub vegetation to the west. The height of eucalypts ranges from 4-10 m, with foliage cover >30%. The understorey includes eucalypts, acacias and grasses. This vegetation is classified as 'Group A - Forest' (Figure 9).

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Figure 9 - Forest vegetation north-east of the site

Further to the north, beyond 6 Aralia Street, the land is characterised by existing residential development, typically detached single dwellings with maintained cultivated gardens and associated unvegetated road reserves. The vegetation on land north of 6 Aralia Street and within 100 m of the site is classified as 'Low Threat' in accordance with clause 2.2.3.2 (e) and (f).

East

The surrounding residential land to the north east is highly developed. The vegetation surrounding dwellings and unvegetated areas such as driveways is typically lawns and cultivated gardens and is classified as low threat. The large block adjoining the site to the east is 16 Marlock Street. This property is largely cleared and is vegetated with lawns <10 cm in height and scattered tall trees. This vegetation is considered low threat.

Land to the southeast is predominantly low dense bushland with some areas of open pasture with scattered trees. The land to the southeast, at 18 Downhams Road, contains eucalypts ranging from 4-10 m, with foliage cover >30%. The understorey includes eucalypts, acacias and grasses (Figures 10 & 11). This vegetation is classified as 'Group A - Forest'



Figure 10 - Forest vegetation east of site

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Figure 11 - Forest vegetation east of site

South

The site is joined to the south by 3 rural residential lots, each with a single dwelling, driveway access, cleared areas for outdoor storage and scattered trees (Figure 12). These areas (shown in Figure 4) is classified Low Threat in accordance with clause (e) and (f). The lots adjoining to the south also have large areas of standing vegetation characterised by eucalypt trees, allocasuarina and acacia species with a grassy understorey. Land to the southeast is predominantly characterised by open pasture and scattered trees with less than 30% foliage cover (Figures 13 and 14). This vegetation is classified as 'Group B - Woodland'



Figure 12 - Gardens and dwelling at 88 Sugarloaf Road

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Figure 13 -Vegetation south of the site



Figure 14 - Woodland vegetation on 96 Sugarloaf Road

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4.2 Required Separation

Table 1 sets out the required separation distances from bushfire-prone vegetation to achieve the corresponding BAL level.

The development standards for subdivision under the Bushfire-Prone Areas Code of the Planning Scheme requires that building areas are suitable to accommodate a minimum BAL-19 rated building.

Table 1 - Required Minimum Separation

VEGETATION CLASSIFICATION	EFFECTIVE SLOPE	MIN. SEPARATION FOR BAL-19 (m)	MIN. SEPARATION FOR BAL-12.5 (m)
Group A - Forest	Downslope >10 to 15°	41-<56	56-<100
	Downslope >5 to 10°	34-<46	46-<100
	Upslope	23-<32	32-<100
Group B - Woodland	Upslope	15-<22	22-<100
Group G - Grassland	Downslope >0 to 5°	11-<16	16-<50
	Upslope	10-<14	14-<50
Group D - Scrub	Downslope >5 to 10°	24-<35	35-<100

Based on the existing separation from classified vegetation, lots around the northern, eastern and part of the southern boundaries would be within BAL-FZ.

BAL-19 separation can be achieved using Hazard Management Areas (HMAs) on the proposed lots together with proposed HMAs on adjoining land necessitating the establishment of Part 5 Agreements under the *Land Use Planning and Approvals Act 1993* ('LUPAA'). These HMAs are further described in Section 5.1 and demonstrated on the enclosed BHMP.

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5 Bushfire Protection Measures

During a bushfire event, a number of bushfire attack mechanisms may threaten buildings and occupants, including:

- Radiant heat;
- Direct flame contact;
- Ember attack; and
- Wind.

A range of bushfire protection measures are recommended to improve the resilience of the proposed development and achieve a tolerable level of residual risk for occupants. The protection measures outlined in this section have been consolidated in a Bushfire Hazard Management Plan (('BHMP') Appendix B).

Additional measures to improve resilience of dwellings are also recommended but are at the discretion of the developer and future developers within the subdivision.

5.1 Hazard Management Areas

The Hazard Management Area ('HMA') refers to land that is managed in a minimum fuel condition so as to reduce the potential exposure of habitable buildings and occupants to radiant heat and flames and to provide defendable space. The effectiveness of the hazard management areas is reliant on ongoing maintenance by landowners.

All new lots are to be established and maintained as Hazard Management Areas. The Hazard Management Area on individual lots must be established upon creation of the certificates of title and maintained by the owners in perpetuity.

Due to staging the subdivision requires interim hazard management areas onsite to ensure that the lots developed in the first stages are provided with sufficient separation for their nominated BAL. The BHMP demonstrates the area to be maintained. The first interim HMA requires a minimum width of 100 m from the Stage 1 boundary. The second interim HMA includes the balance of the site. These HMAs must be maintained by the developer until titles have been issued for the final stage, at which point the individual lot HMAs become the responsibility of the owner.

Hazard Management Areas are required on land external to the subject site in order to provide adequate separation for BAL-19 development. A Part 5 Agreement or similar arrangement under LUPAA is required in order to establish and maintain these HMAs. Written consent has been provided for HMAs on 6 Aralia Street and 88 Sugarloaf Road (Appendix C). Written consent for 96 Sugarloaf Road and 18 Downhams Street remains outstanding. Without written consent the proposed BHMP cannot meet the acceptable solution for hazard management areas under clause E1.6.1 of the Bushfire-Prone Areas Code. Approval for a performance solution must therefore be provide by the TFS.

To satisfy the performance criteria of E1.6.1 it is proposed that the sealing of titles be restricted for lots dependent on HMAs on 96 Sugarloaf Road and 88 Downhams Road. These titles shall only be sealed once Part 5 Agreements have been entered into as required for the protection of the affected lots.

Table 2 details the Part V Agreements required, the parties responsible and the area to be maintained.

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Table 2 - Part V Agreements Required

Titles Protected	Timing of Agreement	Party Responsible for Maintenance	Area of HMA
Lots 9-32, 57-65, 77-80	Upon sealing of titles for Stage 1 until site is low threat.	Developer	All of 6 Aralia St
Stage 1	Upon sealing of all titles for Stage 1 until all subdivision titles are sealed.	Developer	100 m wide (see BHMP)
Stage 2	Upon sealing of all titles for Stage 2 until all subdivision titles are sealed.	Developer	100 m wide (see BHMP)
Lots 1, 2, 56	Upon sealing of titles for Stage 3 until site is low threat.	Equal shares between owners of protected lots	15 m by 90 m on 88 Sugarloaf Rd (see BHMP)
33-40	Upon sealing of titles for Stage 2 in perpetuity.	Equal shares between owners of protected lots	20 m by 134 m on 18 Downhams Rd (see BHMP)
39-40	Upon sealing of titles for Stage 5 in perpetuity.	Equal shares between owners of protected lots	10 m by 109 m on 96 Sugarloaf Rd (see BHMP)

Management prescriptions for hazard management areas are provided in Table 3 and Figure 15 provides an example of vegetation management within a hazard management area.

The following Part 5 Agreements are shown on the appended BHMP:

- All of 6 Aralia Street;
- a 20 m wide HMA on 18 Downhams Road;
- a 15 m wide HMA along the northern boundary of 88 Sugarloaf Road; and
- a 10 m wide HMA along the northern boundary of 96 Sugarloaf Road.

In the event that these properties are developed for residential use and no longer pose a bushfire threat, the Part 5 Agreements shall become null and void.

Table 3 - Hazard Management Area Prescriptions

Within 10m of habitable buildings	• No storage of flammable materials (e.g. firewood); • Avoid locating flammable garden materials near vulnerable building elements such as glazed windows/doors, decks and eaves (e.g. non-fire retardant plants and combustible mulches); • Non-flammable features such as paths, driveways and paved areas are encouraged around habitable buildings.
Trees within HMA	• Maintain canopy separation of approximately 2.0m; • Ensure no branches overhang habitable buildings; • Remove tree branches within 2.0m of ground level below; • Locate any new tree plantings 1.5 x their mature height from house; • Avoid planting trees with loose, stringy or ribbon bark.
Understory vegetation within HMA	• Maintain grass cover at <100mm; • Maintain shrubs to <2.0m height;

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	• Shrubs to be maintained in clumps so as to not form contiguous vegetation (i.e. clumps up to 10sqm in area, separated from each other by at least 10m); • Avoid locating shrubs directly underneath trees; • Periodically remove dead leaves, bark and branches from underneath trees and around habitable buildings.

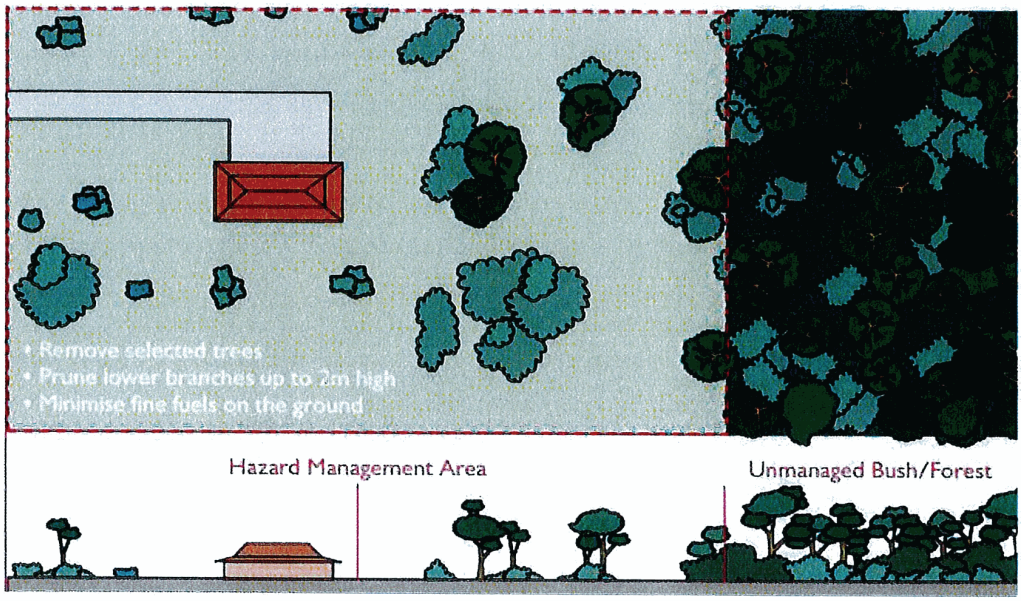


Figure 15 - Example of hazard management area

5.2 Construction Standards

Future habitable buildings located within the specified building areas and provided with the requisite hazard management areas are to be designed and constructed to a minimum of BAL-19 standard under AS 3959-2009. The proposed lots can achieve the following minimum BAL:

- BAL-LOW 11-26, 57-65, 77-80
- BAL-12.5 1*, 2-10, 27-32, 41-56*, 66-87,
- BAL-19 1,33-40, 41-56

*If any part of the building is located outside the BAL-12.5 area the minimum standard becomes BAL-19. Shielding provision may still apply.

The BHMP specifies building areas within which habitable buildings must be built and designates the minimum BAL under AS 3959-2009 for habitable dwellings according to the corresponding setback. This ranges from BAL-LOW up to BAL-19. Applicable permitted construction variations under AS 3959-2009 are outlined in Table 4 below.

It is noted that future development may be able to reduce non-exposed facades to BAL-12.5 if in accordance with clause 3.5 of AS 3959-2009.

A lower BAL rating may be possible for future developments subject to a separate assessment and certification of a specific building design.

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Table 4 - Construction Requirements and Construction Variations (as per Table 4.1 of the Director's Determination)

Element	Requirement
A. Polycarbonate Sheeting for walls and roofs.	May be used in exposures up to and including BAL 19. *Comment: refer to the TFS Chief Officer's Bushfire Advisory Note 3.*
B. Straw Bale Construction	May be used in exposures up to and including BAL 19.
C. Shielding provisions under Section 3.5 of AS3959-2009	To reduce construction requirements due to shielding, building plans must include suitable detailed elevations or plans that demonstrate that the requirements of Section 3.5 of the Standard can be met. *Comment: Application of Section 3.5 of the Standard cannot result in an assessment of BAL - LOW.*

5.3 Access

Roads

The new subdivision road network will have a minimum width of 18 m. The subdivision road will be a through road, with future connections to the north (6 Aralia Street), south (88, 92 & 96 Sugarloaf Road) and to the west connecting with Sugarloaf Road. The maximum gradient is 18% (or approximately 10.2 degrees). The proposed connector roads are required for access as all building areas are within 90 m of the loop road within the subdivision road network.

The subdivision road (as required for access) must meet the following requirements:

- Two-wheel drive, all-weather construction;
- Load capacity of at least 20 tonnes (including bridges/culverts);
- Minimum carriageway width of 7.0m for a through road, or 5.5 m for a dead-end or cul-de-sac road;
- Minimum vertical clearance of 4.0m and horizontal clearance of 2.0 m from the edge of the carriageway;
- Cross falls of less than 3 degrees (1:20 or 5%);
- Maximum gradient of 15 degrees (1:3.5 or 28%) for sealed roads, and 10 degrees (1:5.5 or 18%) for unsealed roads;
- Curves have a minimum inner radius of 10m;
- Dead-end or cul-de-sac roads are not more than 200 m in length unless the carriageway is 7 m in width;
- Dead-end or cul-de-sac roads have a turning circle with a minimum 12 m outer radius; and
- Carriageways less than 7 m wide have 'No Parking' zones on one side, indicated by a road sign that complies with *Australian Standard AS1743-2001 Road signs-Specifications.*

Property Access

Private access less than 30 m in length is not subject to any additional design or construction standards.

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Private access greater than 30 m must meet the following design and construction requirements:

- All-weather construction;
- Load capacity of at least 20t, including for bridges and culverts;
- Minimum carriageway width of 4m;
- Minimum vertical clearance of 4m;
- Minimum horizontal clearance of 0.5m from the edge of the carriageway;
- Cross falls of less than 3 degrees (1:20 or 5%);
- Dips less than 7 degrees (1:8 or 12.5%) entry and exit angle;
- Curves with a minimum inner radius of 10m;
- Maximum gradient of 15 degrees (1:3.5 or 28%) for sealed roads, and 10 degrees (1:5.5 or 18%) for unsealed roads; and
- Terminate with a turning area for fire appliances provided by one of the following:
  (i) a turning circle with a minimum outer radius of 10m; or
  (ii) a property access encircling the building; or
  (iii) a hammerhead 'T' or 'Y' turning head 4m wide and 8m long.

5.4 Water

Each lot within the proposed subdivision must be provided with a water supply dedicated for firefighting. The site is located in an area with a reticulated water service which will be extended into the proposed subdivision. As such, fire hydrants must be provided within the proposed subdivision. Fire hydrants must be installed in accessible locations and all parts of future habitable buildings must be within 120 m of a fire hydrant measured as hose lay. The fire hydrants must be installed within the road reserve and constructed in accordance with Table 5.

Table 5 - Water Supply Specification

Table E4 Reticulated Water Supply for Fire fighting
A. Distance between building area to be protected and water supply
The following requirements apply: a) The building area to be protected must be located within 120 metres of a fire hydrant; and b) The distance must be measured as a hose lay, between the water connection point and the furthest part of the building area.
B. Design criteria for fire hydrants
The following requirements apply: a) fire hydrant system must be designed and constructed in accordance with *TasWater Supplement to Water Supply Code of Australia WSA 03 - 2011-3.1 MRWA 2nd Edition;* and b) fire hydrants are not installed in parking areas.

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C. Hardstand
A hardstand area for fire appliances must: a) No more than three metres from the hydrant, measured as a hose lay; b) No closer than six metres from the building area to be protected; c) A minimum width of 3m constructed to the same standard as the carriageway; and d) Connected to the property access by a carriageway equivalent to the standard of the property access.

5.5 Optional Protection Measures

The following recommendations are not specifically regulated under any planning or building standards at present hence do not form part of the bushfire hazard management plan. If implemented however, they will improve bushfire protection for future occupants.

Electrical Infrastructure

Overhead power lines are a common source of unplanned fires, particularly during high wind conditions. Where practicable, electricity connections to properties should be provided underground to remove this potential fire source.

Building Design

Building configuration can be utilised to improve building resilience. It is recommended that future developers of buildings within the subdivision consider adopting the following design features:

- Simple roof shapes with roof pitch at 18° or greater, to reduce the potential for ember accumulation. This measure ought to be combined with non-combustible gutter guards to prevent accumulation within guttering;
- Simple building shapes are preferable, as they reduce opportunity for embers and debris to be trapped against the building within re-entrant corners;
- Keep walls as low as possible. Large expansive walls present greater surface area to wind turbulence and to radiant heat;
- Slab-on-ground construction is generally more resilient than suspended slab construction.

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6 Planning Requirements

Clarence Interim Planning Scheme 2015

The *Clarence Interim Planning Scheme 2015* ('the Planning Scheme') is the relevant planning instrument for the assessment of the proposed development.

Council's planning officer has advised that the application was accepted as 'valid' after 1 September 2017 and as such Director's Determination - Requirements for Building in Bushfire-Prone Areas - Version 2.1, 2017 (Director's Determination') is relevant to this assessment.

Compliance with the Bushfire-Prone Areas Code is addressed in Table 6.

Table 6 - Compliance with Bushfire Prone Areas Code

CLAUSE		COMPLIANCE
E1.6.1 Subdivision: Provision of hazard management areas	A1	The proposed BHMP provides habitable building areas and associated hazard management areas for each lot adequate to accommodate BAL-19 rated development. Landowner consent has been obtained for a Part 5 Agreement to manage land at 6 Aralia Street and 88 Sugarloaf Road as HMAs, as shown on the BHMP. Management of HMAs on external land is the responsibility of the developer until the lots have been sold at which point responsibility falls to the lots protected. The signed consent letters are enclosed as Appendix C. Written landowner consent to manage land at 18 Downhams Road and 96 Sugarloaf Road remains outstanding however both landowners have been consulted on the proposal and no verbal objection was raised. Regardless, the proposal cannot meet criterion (c). Therefore, the performance criteria must be satisfied.
	P1	The BHMP demonstrates adequate hazard management areas for construction to BAL-19. The dimensions of the hazard management area are detailed on the BHMP (a). The BHMP provides bushfire protection measures that minimise risk to life and property at any stage of the staged subdivision as demonstrated on the BHMP (b). This includes interim hazard management areas that remain in place until the dependent lots have adequate separation for the designated BAL. These HMAs are to be maintained by the developer. The nature of the bushfire-prone vegetation and topography are detailed in section 4 of this report (c)(d). All land within the subdivision is required to be managed in a minimal fuel condition. Residential use will likely involve storage of limited flammable materials well below manifest quantities. If the volume was deemed hazardous the use would require assessment against the use standards of the Code. Other potential ignition sources include lightning and arson, neither of which is controllable within the scope of this assessment (e). Land to the west is zoned Environmental Living and has limited opportunity for development, especially within the designated HMA due to gross floor area and setback restrictions. Land to the south is zoned for future urban growth and would almost certainly be developed for residential use necessitating development of the land in a minimal fuel condition. The separation distances required for the current subdivision would unreasonably restrict development were

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CLAUSE		COMPLIANCE
		they to be contained onsite. The site is subject to a Specific Area Plan that designates the road layout. This restricts the developable area for residential lots. The proximity of those lots to the bushfire-prone vegetation on external land necessitates setbacks that would make those lots undevelopable were the required HMAs to be contained onsite. The proposal to provide HMAs external to the site will increase the opportunity for development on the site without unreasonably impacting on adjoining landowners (f). Written consent for HMAs on 6 Aralia Street and 88 Sugarloaf Road have been obtained. Written landowner consent to manage land at 18 Downhams Road and 96 Sugarloaf Road remains outstanding however both landowners have been consulted on the proposal and no verbal objection was raised. Therefore, the development of lots 33-40 will be restricted until respective Part 5 Agreements with 18 Downhams Road and 96 Sugarloaf Road is in place (g). The TFS has advised that they will support this approach to restrict development until the relevant Part 5 Agreements are in place (h). The proposal is considered to satisfy the performance criteria.
***E1.6.2** Subdivision: Public access*	A1	The BHMP shows the layout of the proposed public road (through road) that will facilitate firefighter access to fire hydrants and buildings. The proposed public road will be constructed to IPWEA standards and will meet the minimum requirement for a Class 4A/4B road. Fire fighting access is only required using the loop road within the subdivision. Fire fighting vehicles are not required to access the connector roads until such time as they are developed as through roads. All parts of all building areas are within 90 m of the loop road. The road is compliant with Table E1. No fire trails are proposed. Any private access is required to be provided in accordance with Table E2 of the Bushfire-Prone Areas Code. The BHMP is certified as being compliant with A1(b).
***E1.6.3** Subdivision: Provision of water supply for fire fighting purposes*	A1	The site is located in a serviced area for reticulated water. The BHMP requires the installation of fire hydrants within 120 m of all building areas, consistent with the minimum requirements of Table E4. Indicative locations for the fire hydrants is provided on the BHMP. The proposal is certified as compliant with A1(b).

A Certificate of Compliance is attached as Appendix D.

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7 Building Compliance

The *Building Act 2016* and *Building Regulations 2016*[1] require that the proposed development is designed and constructed in accordance with the *National Construction Code* ('NCC').

This can be achieved by demonstrating compliance with the Building Code of Australia's Deemed-to-Satisfy provisions or by providing an Alternate Solution that satisfies the relevant Performance Requirements.

Clause 11G of the *Building Regulations 2014* requires that the design of any building and associated work in a bushfire-prone area:

- Consider the BAL assessment determined in a bushfire hazard management plan; and
- Comply with the *Director's Determination - Requirements for Building in Bushfire-Prone Areas - Version 2.1, 2017* (the 'Director's Determination') and the relevant BCA Performance Requirements.

Clause 11D of the *Building Regulations 2014* specifies that design and construction in accordance with the *Director's Determination - Requirements for Building in Bushfire-Prone Areas - Version 2.1, 2017* (the 'Director's Determination') can be taken as satisfying the BCA Performance Requirements.

Applicable permitted constructions variations under AS 3959-2009 are outlined in below Table 7.

Table 7 - Construction Requirements and Construction Variations (as per Table 4.1 of the Director's Determination)

Element	Requirement
D. Polycarbonate Sheeting for walls and roofs.	May be used in exposures up to and including BAL 19. *Comment: refer to the TFS Chief Officer's Bushfire Advisory Note 3.*
E. Straw Bale Construction	May be used in exposures up to and including BAL 19.
F. Shielding provisions under Section 3.5 of AS3959-2009.	To reduce construction requirements due to shielding, building plans must include suitable detailed elevations or plans that demonstrate that the requirements of Section 3.5 of the Standard can be met. *Comment: Application of Section 3.5 of the Standard cannot result in an assessment of BAL - LOW.*

Future development proposals for habitable buildings within the subdivision will not trigger any bushfire protection requirements through the planning approvals process. Bushfire protection requirements will however be triggered through the building permit process.

Clause 11F(2)(a) allows for a bushfire hazard management plan prepared at the subdivision stage to be used in support of the building permit application, if no more than six years old.

Future development located on all proposed lots, in accordance with the specified building area and that meets the construction, hazard management area, water supply and access requirements of the BHMP can be accepted as complying with all relevant requirements of the *Director's Determination - Requirements for Building in Bushfire-Prone Areas - Version 2.1, 2017*.

[1] Part 1A of the *Building Regulations 2014* remains in force in accordance with *Schedule 6 - Savings and transitional provisions* of the *Building Regulations 2016* until the *State Planning Provisions* come into effect as part of the *Tasmanian Planning Scheme*.

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8 Conclusion & Recommendations

The proposed subdivision is located in a bushfire-prone area with forest vegetation within, and external to, the site presenting the greatest risk to future development. The subdivision originally had planning approval under permit SD-2017/30, however layout changes have necessitated reassessment of the subdivision. The requirements for building in a bushfire-prone area have changed since the original planning approval and the subdivision cannot meet the acceptable solution for hazard management areas under the Bushfire-Prone Areas Code as adjoining landowners have not yet provided written consent for managing vegetation on their land. This has necessitated justification against the performance criteria and approval by the Tasmania Fire Service.

The Bushfire Hazard Management Plan prepared for the subdivision outlines the required protection measures including hazard management areas, building siting and construction, access, and water supply standards. Protection measures reduce bushfire risk to future residents, developments and to firefighters, as outlined in this report and the associated bushfire hazard management plan. The Bushfire Hazard Management Plan is certified as compliant with the Bushfire-Prone Areas Code by the Tasmania Fire Service.

Hazard Management Areas are required on adjoining land to ensure adequate separation for BAL-19 minimum construction standard. This is to be achieved using Part 5 Agreements under LUPAA. Maintenance of the HMA outside of the subject property is the responsibility of the developer. Currently, two of the four adjoining landowners have provided consent. Outstanding written consent for 96 Sugarloaf Road and 18 Downhams Road has necessitated a performance solution under the Bushfire-Prone Areas Code. Written consent does not form a binding agreement and it is possible that any of the affected landowners could change their mind.

Access is via the proposed road network using the loop road. The connector roads are not to be used as fire fighting vehicle access for the proposed subdivision until such time as they are developed as through-roads. All building areas are within 90 m of the loop road.

Future developers of all proposed lots may rely on this report in support of their building permit applications to demonstrate compliance with the *Building Regulations 2014*, insofar as it regulates bushfire protection.

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9 References

Department of Primary Industries and Water, The LIST, viewed 5 December 2018, www.thelist.tas.gov.au

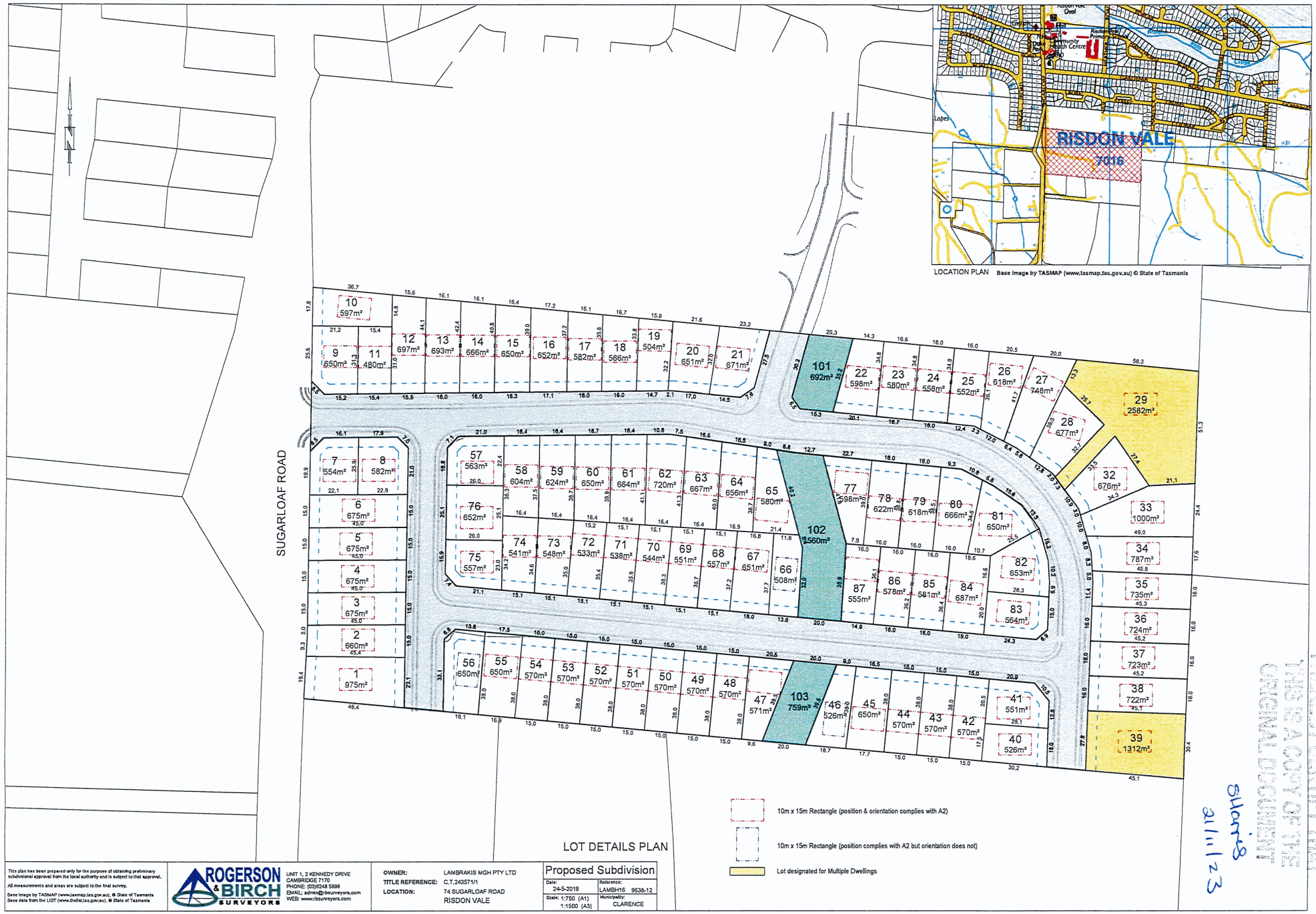
Standards Australia, 2009, *AS 3959-2009 - Construction of buildings in bushfire-prone areas*, Standards Australia, Sydney.

Tasmanian Planning Commission, 2015, *Clarence Interim Planning Scheme 2015*, www.iplan.tas.gov.au.

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APPENDIX A

Subdivision Plan



This plan has been prepared only for the purpose of obtaining preliminary subdivisional approval from the local authority and is subject to that approval.

All measurements and areas are subject to the final survey.

Base image by TASMAP (www.tasmap.tas.gov.au), © State of Tasmania
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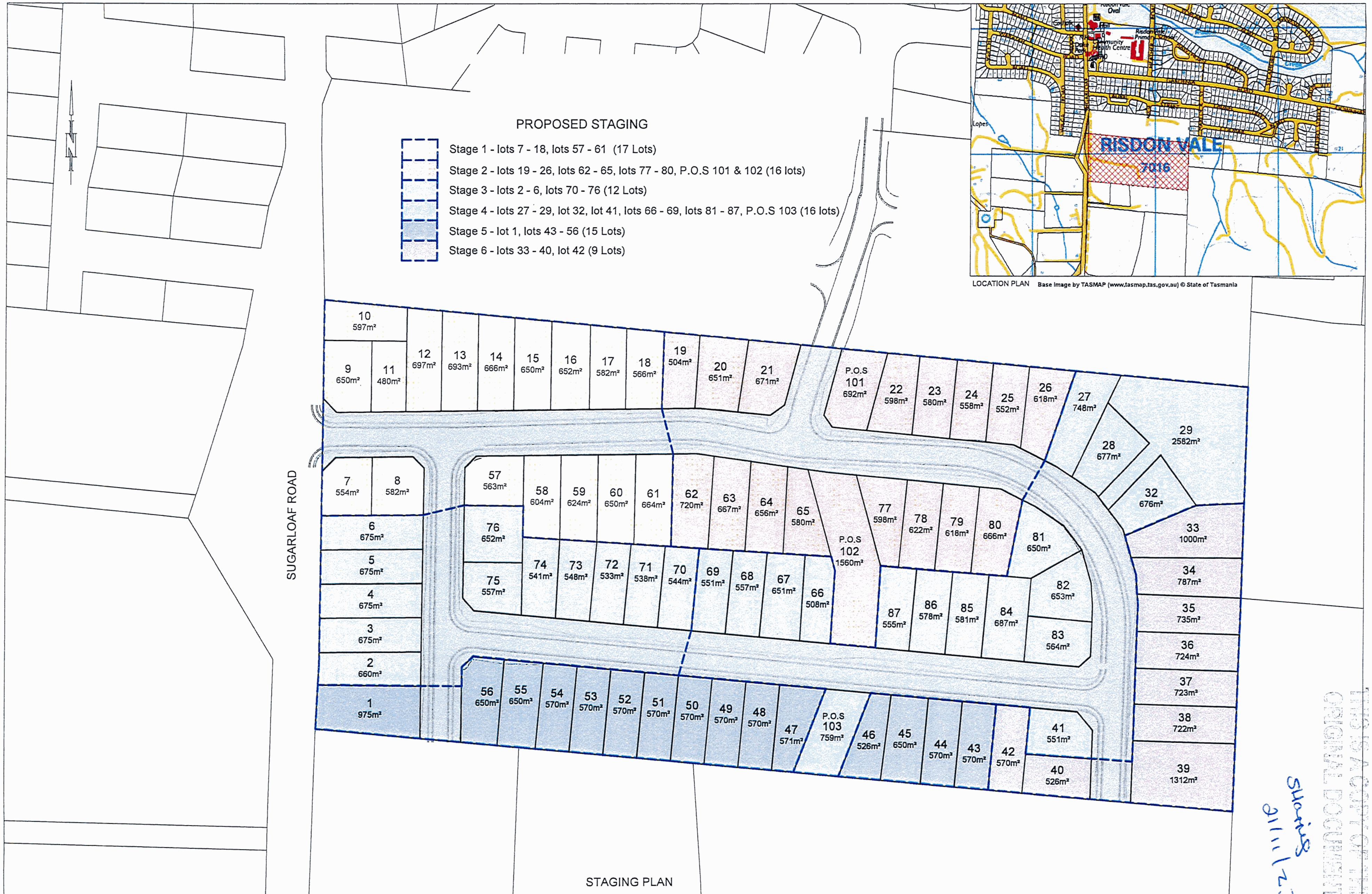
OWNER: LAMBRAKIS MGH PTY LTD
TITLE REFERENCE: C.T.243571/1
LOCATION: 74 SUGARLOAF ROAD
RISDON VALE

Proposed Subdivision

Date: 24-5-2019	Reference: LAMBH16 9638-12
Scale: 1:750 (A1) 1:1500 (A3)	Municipality: CLARENCE

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STAGING PLAN

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This plan has been prepared only for the purpose of obtaining preliminary subdivisional approval from the local authority and is subject to that approval.
All measurements and areas are subject to the final survey.
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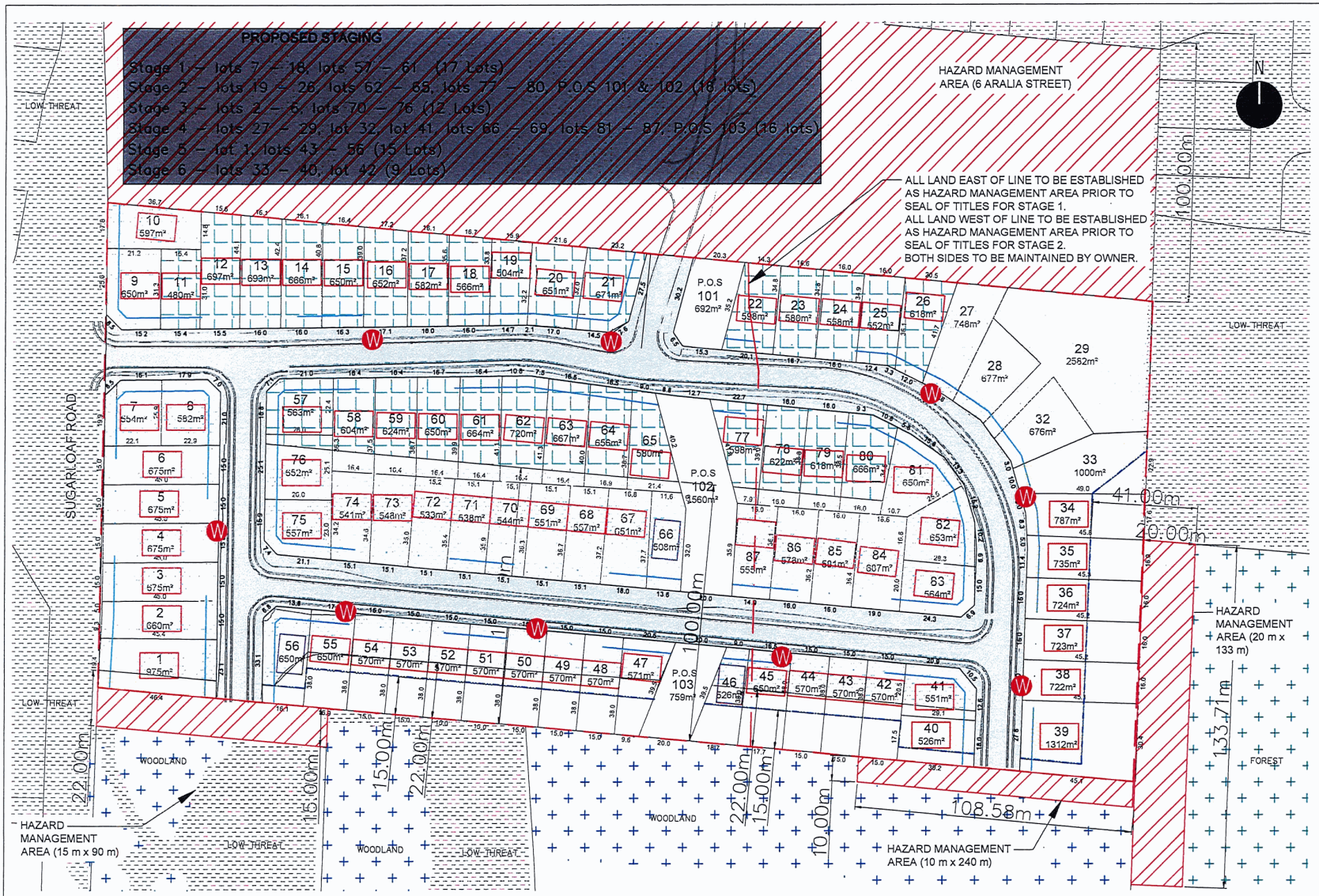
OWNER: LAMBRAKIS MGH PTY LTD
TITLE REFERENCE: C.T.243571/1
LOCATION: 74 SUGARLOAF ROAD RISDON VALE

Proposed Subdivision	
Date: 24-5-2019	Reference: LAMBH16 9638-12
Scale: 1:750 (A1) 1:1500 (A3)	Municipality: CLARENCE

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APPENDIX B

Bushfire Hazard Management Plan



LEGEND

- HAZARD MANAGEMENT AREA
- HAZARD MANAGEMENT AREA ON ADJOINING LOT
- BAL–LOW HABITABLE BUILDING AREA
- BAL–12.5 HABITABLE BUILDING AREA
- BAL–19 HABITABLE BUILDING AREA
- W INDICATIVE FIRE HYDRANT LOCATION

1. HAZARD MANAGEMENT AREAS
HAZARD MANAGEMENT AREAS MUST BE ESTABLISHED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS SPECIFIED IN SECTION 5.1 OF THE BUSHFIRE REPORT IN ORDER TO MITIGATE THE SPREAD OF FIRE TO BUILDINGS AND PROVIDE DEFENDABLE SPACE. INTERIM HAZARD MANAGEMENT AREAS ARE REQUIRED DURING CONSTRUCTION OF THE SUBDIVISION AS DEMONSTRATED.

NB ALL LOTS WITHIN THE SUBDIVISION MUST BE MANAGED AS A HAZARD MANAGEMENT AREA.

2. BUILDING AREAS & AS 3959-2009 CONSTRUCTION STANDARDS
HABITABLE BUILDINGS MUST BE CONSTRUCTED IN ACORDANCE WITH THE REQUIREMENTS SPECIFIED IN SECTION 5.2 OF THE BUSHFIRE REPORT.

LOTS 33-40 ARE RESTRICTED FROM BEING SEALED UNTIL A PART 5 AGREEMENT IS IN PLACE FOR THE INTERIM HAZARD MANAGEMENT AREAS ON 96 SUGARLOAF ROAD AND/OR 18 DOWNHAMS ROAD, AS REQUIRED FOR SUFFICIENT SEPARATION.

NB NON-HABITABLE BUILDINGS (CLASS 10 STRUCTURES) MAY BE LOCATED OUTSIDE OF THE HABITABLE BUILDING AREAS AND ARE NOT REQUIRED TO BE CONSTRUCTED TO AS 3959-2009 UNLESS WITHIN 6.0 M OF A HABITABLE BUILDING.

3. PUBLIC ROAD
THE PUBLIC ACCESS MUST COMPLY WITH THE MINIMUM SPECIFICATIONS IN SECTION 5.3 OF THE BUSHFIRE REPORT.

4. FIREFIGHTING WATER SUPPLIES
FIRE HYDRANT PROVISION MUST COMPLY WITH SECTION 5.4 OF THE BUSHFIRE REPORT

NOTES
A. DEVELOPMENT SITE IS 74 SUGARLOAF ROAD, RISDON VALE (CT 243571/1, PID 5147415).
B. CERTIFYING BUSHFIRE HAZARD PRACTITIONER IS DANA ELPHINSTONE (BFP–146, SCOPE 1, 2, 3A, 3B, 3C).
C. THIS PLAN SHOULD BE READ IN CONJUNCTION WITH JMG BUSHFIRE REPORT (PROJECT NO. 163020PH, JULY 2019, V2).
D. THIS PLAN HAS BEEN PREPARED TO DEMONSTRATE COMPLIANCE WITH SECTION E1.0 OF THE CLARENCE INTERIM PLANNING SCHEME 2015.

REV	DATE	REMARK
B	17–07–19	Performance Solution
A	13–12–18	Updated Subdivision Layout

Engineers & Planners
Johnstone McGee & Gandy Pty. Ltd.
incorporating Dale P Luck & Associates
ACN 009 547 139 ABN 76 473 834 852
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PROJECT
74 SUGARLOAF ROAD SUBDIVISION

TITLE
BUSHFIRE HAZARD MANAGEMENT PLAN

Accepted M.CLARK (Discipline Head)	Date
Accepted D.ELPHINSTONE (Team Leader)	Date
Approved M.CLARK (Group Manager)	Date

This document must be signed "Approved" by JMG to authorise it for use. JMG accept no liability whatsoever for unauthorised or unlicensed use.

SCALES @ A3	DESIGNED BY	DRAWN BY
1:1500	D. ELPHINSTONE	D. ELPHINSTONE
	PLOT DATE	25/07/2019

DO NOT SCALE. Use only figured dimensions. Locations of structure, fittings, services etc on this drawing are indicative only. CONTRACTOR to check Architects & other project drawings for co-ordination between structure, fabric, fixtures, fittings, services etc. CONTRACTOR to site check all dimensions and exact locations of all items. JMG accepts no responsibility for dimensional information scaled or digitally derived from this document.

PLOT DETAILS BHMP 01 - REV8.DWG

PROJECT NO. 173118PH

DWG NO. B01 REVISION B

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APPENDIX C

Owners Consent - Part 5 Agreement

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21th November 2017

IMTKS Pty Ltd
c/o JMG Engineers and Planners
117 Harrington Street
Hobart TAS 7000

Dear Mr Clark,

RE: 74 SUGARLOAF ROAD SUBDIVISION - HAZARD MANAGEMENT AREA

It is understood that IMTKS Pty Ltd. proposes to subdivide land at 74 Sugarloaf Road, Risdon Vale (title reference CT 243571/1).

In order to achieve an adequate level of bushfire protection for future dwellings and to ensure construction requirements are not prohibitively expensive for future owners of Lots within the subdivision, the developer seeks to establish a hazard management area on part of our property at 88 Sugarloaf Road, Risdon Vale (CT 152135/1).

It is understood that establishment of the hazard management area would involve:

- Removing understory shrub vegetation;
- Slashing ground cover;
- Ensuring adequate separation exists between mature tree canopies and lopping low branches of trees; and
- Annual maintenance of the above prior to the bushfire season.

The maximum width of the hazard management area on our land will be 15m from the shared boundary, as shown in Figure 1 (page 2 of this letter).

In the event that 88 Sugarloaf Road, Risdon Vale is subdivided and the abovementioned hazard management area is developed for residential use, this agreement shall become null and void.

It is expected that Council will likely condition planning approval to require a Part 5 Agreement be prepared to formalise this arrangement and we acknowledge that we would need to sign the Part 5 Agreement as landowner.

We give consent as landowners for the establishment of the temporary hazard management area on the terms outlined in this letter.

Yours faithfully,

Robin Stocks

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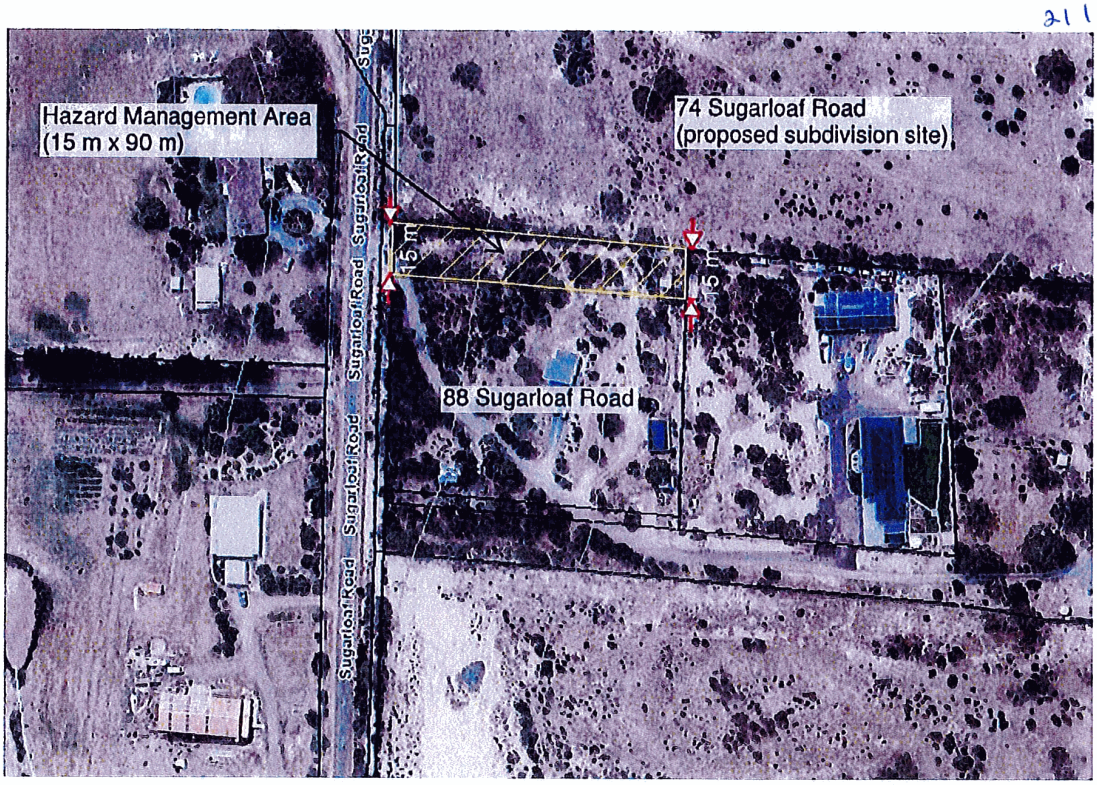


Figure 1 - Extent of temporary hazard management area

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9th November 2017

IMTKS Pty Ltd
c/o JMG Engineers and Planners
117 Harrington Street
Hobart TAS 7000

Dear Mr Clark,

RE: 74 SUGARLOAF ROAD SUBDIVISION - HAZARD MANAGEMENT AREA

It is understood that IMTKS Pty Ltd. proposes to subdivide land at 74 Sugarloaf Road, Risdon Vale (title reference CT 243571/1).

In order to achieve an adequate level of bushfire protection for future dwellings and to ensure construction requirements are not prohibitively expensive for future owners of Lots within the subdivision, the developer seeks to establish a hazard management area on part of our property at 6 Aralia Street, Risdon Vale (CT 130070/1).

It is understood that establishment of the hazard management area would involve:

- Removing understory shrub vegetation;
- Slashing ground cover;
- Ensuring adequate separation exists between mature tree canopies and lopping low branches of trees; and
- Annual maintenance of the above prior to the bushfire season.

The hazard management area will include the whole title area, as shown in Figure 1 (page 2 of this letter).

In the event that 6 Aralia Street, Risdon Vale is subdivided and the abovementioned hazard management area is developed for residential use, this agreement shall become null and void.

It is expected that Council will likely condition planning approval to require a Part 5 Agreement be prepared to formalise this arrangement and we acknowledge that we would need to sign the Part 5 Agreement as landowner.

We give consent as landowners for the establishment of the temporary hazard management area on the terms outlined in this letter.

Yours faithfully,

PJB (TAS) Pty Ltd.

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Figure 1 - Extent of temporary hazard management area

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APPENDIX D

Certificate of Compliance

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BUSHFIRE-PRONE AREAS CODE

CERTIFICATE[1] UNDER S51(2)(d) *LAND USE PLANNING AND APPROVALS ACT 1993*

1. Land to which certificate applies[2]

Land that is the Use or Development Site that is relied upon for bushfire hazard management or protection.

Name of planning scheme or instrument:	**Clarence Interim Planning Scheme 2015**
Street address:	74 Sugarloaf Road, Risdon Vale
Certificate of Title / PID:	**CT 243571/1 / PID 5147415**

Land that is not the Use or Development Site that is relied upon for bushfire hazard management or protection.

Street address:	**6 Aralia Street** **18 Downhams Road** **88 Sugarloaf Road** **96 Sugarloaf Road**
Certificate of Title / PID:	**CT 130070/1 / PID 1874914** **CT 127474/2 / PID 5122699** **CT 152135/1 / PID 2807705** **CT 168678/3 / PID 3340553**

2. Proposed Use or Development

Description of Use or Development:

Subdivision of 1 existing lot into 87 residential lots.

Code Clauses:

- ☐ **E1.4 Exempt Development**
- ☐ **E1.5.1 Vulnerable Use**
- ☐ **E1.5.2 Hazardous Use**
- ☒ **E1.6.1 Subdivision**

[1] This document is the approved form of certification for this purpose, and must not be altered from its original form.

[2] If the certificate relates to bushfire management or protection measures that rely on land that is not in the same lot as the site for the use or development described, the details of all of the applicable land must be provided.

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3. Documents relied upon

Documents, Plans and/or Specifications

Staging
21/11/23

Title:	Proposed Subdivision – Lot Details Plan and Staging Plan
Author:	Rogerson & Birch Surveyors
Date:	24-5-2019
Version:	

Bushfire Hazard Report

Title:	74 Sugarloaf Road Bushfire Report – December 2018
Author:	JMG Engineers and Planners
Date:	July 2019
Version:	5.0

Bushfire Hazard Management Plan

Title:	74 Sugarloaf Road – Subdivision (B01)
Author:	JMG Engineers and Planners
Date:	25-07-2019
Version:	B

Other Documents

Title:	
Author:	
Date:	
Version:	

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4. Nature of Certificate

❑	**E1.4 – Use or development exempt from this code**		
	Assessment Criteria	**Compliance Requirement**	**Reference to Applicable Document(s)**
❑	E1.4 (a)	Insufficient increase in risk	

❑	**E1.5.1 – Vulnerable Uses**		
	Assessment Criteria	**Compliance Requirement**	**Reference to Applicable Document(s)**
❑	E1.5.1 P1	Residual risk is tolerable	
❑	E1.5.1 A2	Emergency management strategy	
❑	E1.5.1 A3	Bushfire hazard management plan	

❑	**E1.5.2 – Hazardous Uses**		
	Assessment Criteria	**Compliance Requirement**	**Reference to Applicable Document(s)**
❑	E1.5.2 P1	Residual risk is tolerable	
❑	E1.5.2 A2	Emergency management strategy	
❑	E1.5.2 A3	Bushfire hazard management plan	

☒	**E1.6 – Development standards for subdivision**		
	E1.6.1 Subdivision: Provision of hazard management areas		
	Assessment Criteria	**Compliance Requirement**	**Reference to Applicable Document(s)**
☒	E1.6.1 P1	Hazard Management Areas are sufficient to achieve tolerable risk	BHMP, Bushfire Report
❑	E1.6.1 A1 (a)	Insufficient increase in risk	
☒	E1.6.1 A1 (b)	Provides BAL 19 for all lots	BHMP, Bushfire Report
❑	E1.6.1 A1 (c)	Consent for Part 5 Agreement	Performance criteria addressed in Bushfire Report

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	E1.6.2 Subdivision: Public and fire fighting access		
	Assessment Criteria	**Compliance Requirement**	**Reference to Applicable Document(s)**
❑	E1.6.2 P1	Access is sufficient to mitigate risk	
❑	E1.6.2 A1 (a)	Insufficient increase in risk	
☒	E1.6.2 A1 (b)	Access complies with Tables E1, E2 & E3	BHMP, Bushfire Report

	E1.6.3 Subdivision: Provision of water supply for fire fighting purposes		
	Assessment Criteria	**Compliance Requirement**	**Reference to Applicable Document(s)**
❑	E1.6.3 A1 (a)	Insufficient increase in risk	
☒	E1.6.3 A1 (b)	Reticulated water supply complies with Table E4	BHMP, Bushfire Report
❑	E1.6.3 A1 (c)	Water supply consistent with the objective	
❑	E1.6.3 A2 (a)	Insufficient increase in risk	
❑	E1.6.3 A2 (b)	Static water supply complies with Table E5	
❑	E1.6.3 A2 (c)	Static water supply is consistent with the objective	

I HEREBY CERTIFY THAT
THIS IS A COPY OF THE
ORIGINAL DOCUMENT
SHAWNS
21/11/23

5. Bushfire Hazard Practitioner[3]

Name:	Dana Elphinstone	**Phone No:**	03 6231 2555
Address:	117 Harrington Street	**Fax No:**	
	Hobart	**Email Address:**	delphinstone@jmg.net.au
	Tasmania 7000		
Accreditation No:	**BFP-146**	**Scope:**	1, 2, 3A, 3B, 3C

6. Certification

I, certify that in accordance with the authority given under Part 4A of the Fire Service Act 1979 –

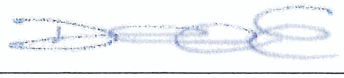
The use or development described in this certificate is exempt from application of Code E1 – Bushfire-Prone Areas in accordance with Clause E1.4 (a) because there is an insufficient increase in risk to the use or development from bushfire to warrant any specific bushfire protection measure in order to be consistent with the objectives for all the applicable standards identified in Section 4 of this Certificate.	❑

or

There is an insufficient increase in risk from bushfire to warrant the provision of specific measures for bushfire hazard management and/or bushfire protection in order for the use or development described to be consistent with the objective for each of the applicable standards identified in Section 4 of this Certificate.	❑

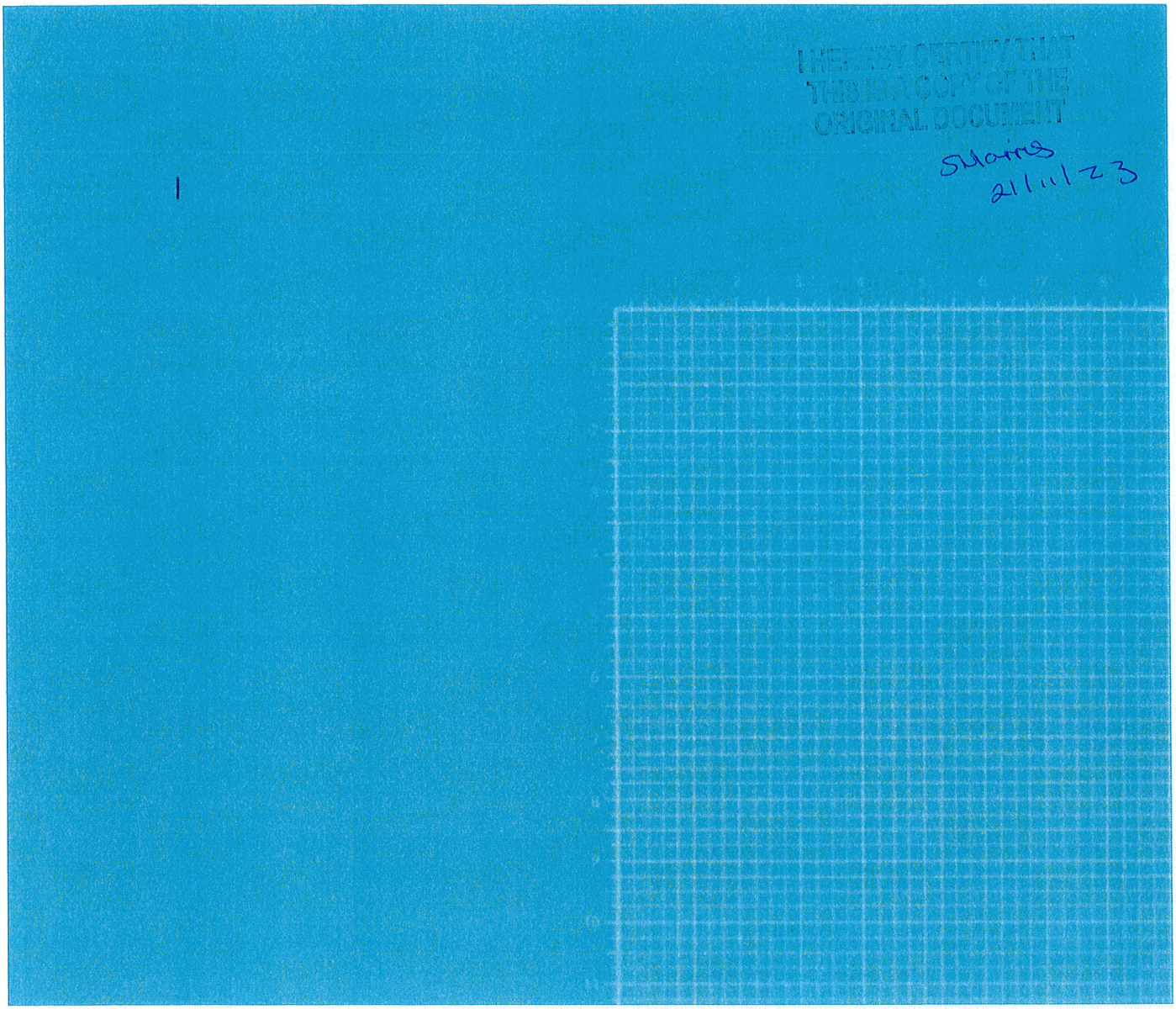
and/or

The Bushfire Hazard Management Plan/s identified in Section 3 of this certificate is/are in accordance with the Chief Officer's requirements and can deliver an outcome for the use or development described that is consistent with the objective and the relevant compliance test for each of the applicable standards identified in Section 4 of this Certificate.	☒

Signed: *certifier* 

Date: 26-07-19 **Certificate No:** J163020PH-C05

[3] A Bushfire Hazard Practitioner is a person accredited by the Chief Officer of the Tasmania Fire Service under Part IVA of *Fire Service Act 1979*. The list of practitioners and scope of work is found at www.fire.tas.gov.au.



Johnstone McGee & Gandy Pty Ltd

ABN 76 473 834 852 ACN 009 547 139

www.jmg.net.au

HOBART OFFICE
117 Harrington Street
Hobart TAS 7000
Phone (03) 6231 2555
infohbt@jmg.net.au

LAUNCESTON OFFICE
49-51 Elizabeth Street
Launceston TAS 7250
Phone (03) 6334 5548
infoltn@jmg.net.au

JMG
Engineers & Planners

SCHEDULE OF EASEMENTS **NOTE:** THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	Registered Number SP 185980

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 10 on the Plan is subject to a right of drainage in gross in favour of Clarence City Council over the land marked '~~PIPLEINE~~ PIPELINE AND SERVICES EASEMENT & DRAINAGE EASEMENT 3.60m WIDE' shown passing through such Lot.

Lot 10 on the Plan is subject to a Pipeline and Services Easement (as defined herein) in gross in favour of TasWater over the land marked 'PIPELINE AND SERVICES EASEMENT & DRAINAGE EASEMENT 3.60m WIDE' shown passing through such Lot ("the Easement Land").

Lot 11 on the Plan is subject to a right of drainage in gross in favour of Clarence City Council over the land marked 'DRAINAGE EASEMENT 2.50m WIDE' shown passing through such Lot.

102 * CNT 19/12/23

Lots 7, 9, 11 – 26 (inclusive), 57, 101, and 200 on the Plan are each subject to a right of drainage in gross in favour of Clarence City Council over the land marked '~~PIPLEINE~~ PIPELINE AND SERVICES EASEMENT & DRAINAGE EASEMENT 3.00m WIDE' shown passing through such Lots.

102 * CNT 19/12/23

Lots 7, 9, 11 – 26 (inclusive), 57, 101, and 200 on the Plan are each subject to a Pipeline and Services Easement (as defined herein) in gross in favour of TasWater over the land marked 'PIPELINE AND SERVICES EASEMENT & DRAINAGE EASEMENT 3.00m WIDE' shown passing through such Lots ("the Easement Land").

FENCING COVENANT

The owner of each Lot on the Plan covenants with Edison Tasmania Pty Ltd (the Vendor) that the Vendor shall not be required to fence.

* CAITLIN TOUSSAINT SOLICITOR FOR THE SUBDIVIDER

CNT

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: EDISON TASMANIA PTY LTD (ACN 629 704 294) FOLIO REF: 243571/1 SOLICITOR: BUTLER McINTYRE & BUTLER (CKT211963)	PLAN SEALED BY: CLARENCE CITY COUNCIL DATE: 29th November 2023 SD-2019/1 Ref No. Stage 1+2 Council Delegate Clare Shea

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 185980
SUBDIVIDER: EDISON TASMANIA PTY LTD (ACN 629 704 294) FOLIO REFERENCE: C/T 243571/1	

COVENANTS

* & that the benefit CAT 19/12/23

The owner of each Lot on the Plan each covenant with the Vendor Edison Tasmania Pty Ltd and the owner for the time being of every other Lot shown on the Plan to the intent that the burden of these covenants will run with a bind the covenantors Lot and every part thereof* may be annexed to and devolve with each and every part of every other Lot shown on the Plan to observe the following stipulations;

1. Not to construct or allow to be constructed on the lot any kit home or relocatable dwelling.
2. Not to erect any building on the lot other than of brick, stone, masonry block or similar material, rendered insulated concrete forms, rendered insulated boards, timber construction, or flat metal cladding or insulated boards that are rendered, painted or pre-coloured.
3. Not to erect any dwelling house or residential building on the lot using any roofing material or with roofs other than tiles or metal sheet roof material.
4. Not to erect any garage or outbuilding on the lot using any roofing material or with roofs other than tiles or metal sheet roof material.
5. Not to erect or place or suffer to be or remain on the lot any temporary building structure or caravan except a shed used for the purpose of and in connection with and during and in the course of construction of a permanent building or buildings on the lot and not otherwise.
6. That no hoarding or other structure or station for the purpose of exhibiting any advertisement, bill, poster or sign shall be created or placed or suffered to be upon any part of the lot (except any notice or advertisement in the usual form for the sale or letting of the lot or any building erected thereon).
7. Not to affix or display on any structure, wall or fence upon the lot or any part thereof any posters, bills, hoardings or advertisements (except any notice or advertisement in the usual form for the sale or letting of the lot or any building erected thereon).
8. Not to keep on the lot any dog of a breed or cross breed which shall be declared or categorised by any Government Department, by any statutory or municipal authority, or by any recognised Kennel Club in Tasmania to be a dangerous breed.
9. Not to erect install or amend any drainage pipes or drainage dissipaters on the lot or any part thereof which will cause or may cause any stormwater to enter or cause damage or erosion to the lot, to any adjoining lot or to any road shown on the plan or any area adjacent to such road or the balance.
10. Not to store, heap or permit to be excavated carried away or removed from the lot or any part thereof any trees, logs, earth, clay, stone, gravel, or sand except such as may be necessary for the purposes of road or driveway construction or levelling or filling of the lot or for the formation of any buildings or swimming pool or barbeque area to be constructed thereon.
11. That no engine or machinery worked or driven by steam, gas, electricity, petrol or other type of power and used for any business or trade operations shall be erected, affixed or placed on any part of the lot and no trade manufactory or business whatsoever shall be carried on or be permitted or allowed to be carried on any part of the lot.
12. Not to do or permit or suffer to be done in or upon any lot or any part thereof anything which will, may or shall be or become a nuisance, annoyance or disturbance to the dominant proprietor or its directors or successors in title or the owner or owners for the time being of the said lots.

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 4 PAGES	Registered Number SP 185980
SUBDIVIDER: EDISON TASMANIA PTY LTD (ACN 629 704 294) FOLIO REFERENCE: C/T 243571/1	

DEFINITIONS

'Pipeline and Services Easement' means:

FIRSTLY, THE FULL AND FREE 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 Land from the highway at any vehicle entry and cross the Land 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, with TasWater reinstating any damage that it causes in doing so to any boundary fence of the Land.

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:

(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;

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 185980
SUBDIVIDER: EDISON TASMANIA PTY LTD (ACN 629 704 294) FOLIO REFERENCE: C/T 243571/1	

(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.

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

EXECUTED by EDISON TASMANIA PTY LTD)
(ACN 629 704 294) as trustee of the Edison)
Tasmania Unit Trust by their Attorney JENNIFER)
DIANE COOPER Under Power of Attorney dated)
26 July 2021 No. PA131640 who hereby declares)
that no notice of alteration or revocation of the)
said Power of Attorney has been received in the)
presence of:)

.....
JENNIFER DIANE COOPER

Witness(Signature): .....

(Print Full Name): ..... Caitlin Toussaint

(Full Postal Address): ..... Legal Practitioner
Butler McIntyre & Butler
20 Murray Street, HOBART TAS
Tel: (03) 6222 9444

: .....

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.

PROPOSED NEW RESIDENCE
4 BOTTLEBRUSH WAY,
RISDON VALE

REBECCA

PD26495

H1042



BUILDING DRAWINGS

No	DRAWING
01	SITE PLAN
02	SITE DRAINAGE PLAN
03	CUT/FILL PLAN
04	LOCALITY PLAN
05	FLOOR PLAN
06	DOOR AND WINDOW SCHEDULES
07	ELEVATIONS
08	ELEVATIONS
09	DRIVEWAY SECTION
10	ROOF PLAN
11	FLOOR FINISHES PLAN
12	ELECTRICAL/REFLECTED CEILING PLAN
13	PERSPECTIVES

GENERAL PROJECT INFORMATION
TITLE REFERENCE: 55/187066
SITE AREA: 650 m^2
DESIGN WIND SPEED: N3
SOIL CLASSIFICATION: S
CLIMATE ZONE: 7
ALPINE AREA: NO
CORROSIVE ENVIRONMENT: N/A
BAL RATING: BAL-19
OTHER KNOWN HAZARDS: NONE KNOWN

FLOOR AREA 105.60 m2 (11.37 SQUARES)

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NOT FOR CONSTRUCTION

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p(h)+ 03 6228 4575
info@ primedesigntas.com.au
primedesigntas.com.au
Accredited Building Practitioner: Frank Geskus -No CC246A
BUILDING DESIGNERS ASSOCIATION OF AUSTRALIA

REV. DATE DESCRIPTION

OCTOBER 2026

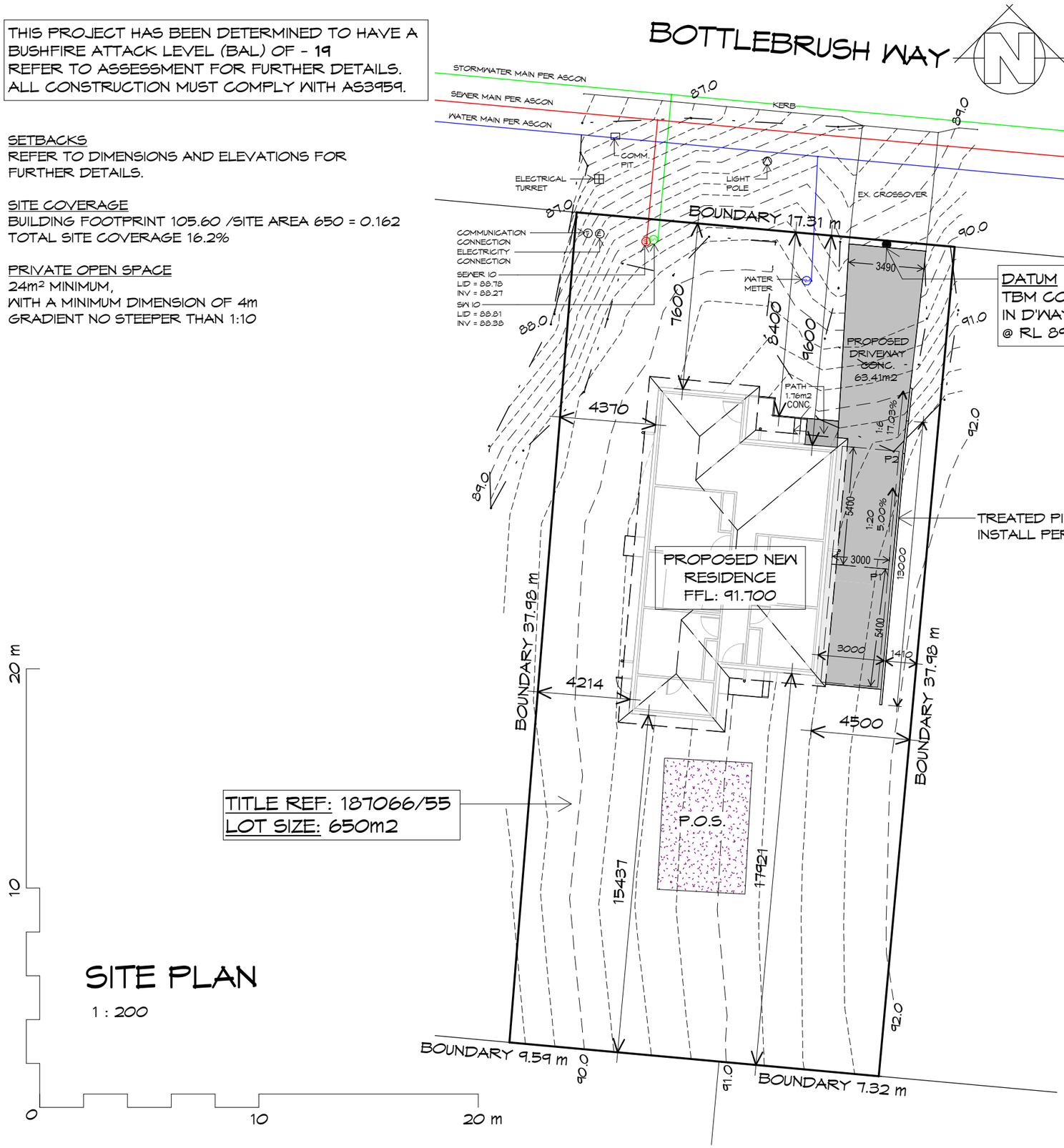
PLANNING

THIS PROJECT HAS BEEN DETERMINED TO HAVE A BUSHFIRE ATTACK LEVEL (BAL) OF - 19
REFER TO ASSESSMENT FOR FURTHER DETAILS.
ALL CONSTRUCTION MUST COMPLY WITH AS3959.

SETBACKS
REFER TO DIMENSIONS AND ELEVATIONS FOR FURTHER DETAILS.

SITE COVERAGE
BUILDING FOOTPRINT 105.60 /SITE AREA 650 = 0.162
TOTAL SITE COVERAGE 16.2%

PRIVATE OPEN SPACE
24m² MINIMUM,
WITH A MINIMUM DIMENSION OF 4m
GRADIENT NO STEEPER THAN 1:10



DATUM
TBM CONC NAIL IN D'WAY
@ RL 89.39

TREATED PINE RETAINING WALL
INSTALL PER MANUFACTURERS SPEC.

TITLE REF: 187066/55
LOT SIZE: 650m2

SITE PLAN
1 : 200

GENERAL NOTES
- CHECK & VERIFY ALL DIMENSIONS & LEVELS ON SITE
- WRITTEN DIMENSIONS TO TAKE PREFERENCE OVER SCALED
- ALL WORK TO BE STRICTLY IN ACCORDANCE WITH NCC 2022, ALL S.A.A.. CODES & LOCAL AUTHORITY BY-LAWS
- ALL DIMENSIONS INDICATED ARE FRAME TO FRAME AND DO NOT ALLOW FOR WALL LININGS
- CONFIRM ALL FLOOR AREAS
- ALL PLUMBING WORKS TO BE STRICTLY IN ACCORDANCE WITH A.S. 3500, NCC 2022 & APPROVED BY COUNCIL INSPECTOR
- BUILDER/PLUMBER TO ENSURE ADEQUATE FALL TO SITE CONNECTION POINTS IN ACCORDANCE WITH A.S. 3500 FOR STORMWATER AND SEWER BEFORE CONSTRUCTION COMMENCES
- THIS DRAWING IS TO BE READ IN CONJUNCTION WITH THE ENGINEER'S STRUCTURAL DRAWINGS
- ALL WINDOWS AND GLAZING TO COMPLY WITH A.S. 1288 & A.S. 2047
- ALL SET OUT OF BUILDINGS & STRUCTURES TO BE CARRIED OUT BY A REGISTERED LAND SURVEYOR AND CHECKED PRIOR TO CONSTRUCTION
- IF CONSTRUCTION OF THE DESIGN IN THIS SET OF DRAWINGS DIFFER FROM THE DESIGN AND DETAIL IN THESE AND ANY ASSOCIATED DOCUMENTS BUILDER AND OWNER ARE TO NOTIFY DESIGNER
- BUILDER'S RESPONSIBILITY TO COMPLY WITH ALL PLANNING CONDITIONS
- BUILDER TO HAVE STAMPED BUILDING APPROVAL DRAWINGS AND PERMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION
- CONSTRUCTION TO COMPLY WITH AS 3959, READ IN CONJUNCTION WITH BUSHFIRE ATTACK LEVEL (BAL) ASSESSMENT REPORT.
- DRAWINGS ARE REQUIRED TO BE VIEWED OR PRINTED IN COLOUR.

SURVEYOR NOTES
- THIS PLAN AND ASSOCIATED DIGITAL MODEL IS PREPARED FOR CUNIC HOMES FROM A COMBINATION OF FIELD SURVEY AND EXISTING RECORDS FOR THE PURPOSE OF DESIGNING NEW CONSTRUCTIONS ON THE LAND AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.
- THE TITLE BOUNDARIES AS SHOWN ON THIS PLAN WERE NOT MARKED AT THE TIME OF THE SURVEY AND HAVE BEEN DETERMINED BY PLAN DIMENSIONS ONLY AND NOT BY FIELD SURVEY. NO MEASUREMENTS OR OFFSETS ARE TO BE DERIVED BETWEEN THE FEATURES ON THIS PLAN AND THE BOUNDARY LAYER. THE RELATIONSHIP BETWEEN THE FEATURES IN THIS MODEL AND THE BOUNDARY LAYERS CANNOT BE USED FOR ANY SET OUT PURPOSES OR TO CONFIRM THE POSITION OF THE TITLE BOUNDARIES ON SITE.
- SERVICES SHOWN HAVE BEEN LOCATED WHERE VISIBLE BY FIELD SURVEY. SERVICES DENOTED AS BEING "PER ASCON" ARE UNDERGROUND SERVICES FROM THE AS-CONSTRUCTED PLANS PRIOR TO ANY DEMOLITION, EXCAVATION OR CONSTRUCTION ON THE SITE, THE RELEVANT AUTHORITY SHOULD BE CONTACTED FOR POSSIBLE LOCATION OF FURTHER UNDERGROUND SERVICES AND DETAILED LOCATIONS OF ALL SERVICES.
- THIS NOTE FORMS AN INTEGRAL PART OF THE PLAN/DATA. ANY REPRODUCTION OF THIS PLAN/MODEL WITHOUT THIS NOTE ATTACHED WILL RENDER THE INFORMATION SHOWN INVALID.
- HORIZONTAL DATUM: GDA2020
- VERTICAL DATUM: AHD83
- BEARING DATUM: MGA2020
- CONTOUR INTERVAL: 0.200m
- DATE: 24/07/2026

NOTE: DIMENSIONED BOUNDARY OFFSETS TO THE PROPOSED BUILDING ARE TO THE EXTERNAL CLADDING U.N.O.

Prime Design
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BUILDING DESIGNERS ASSOCIATION OF AUSTRALIA

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NOT FOR CONSTRUCTION

REV. DATE DESCRIPTION

Client name: REBECCA

PLANNING
NOTE: DO NOT SCALE OFF DRAWINGS

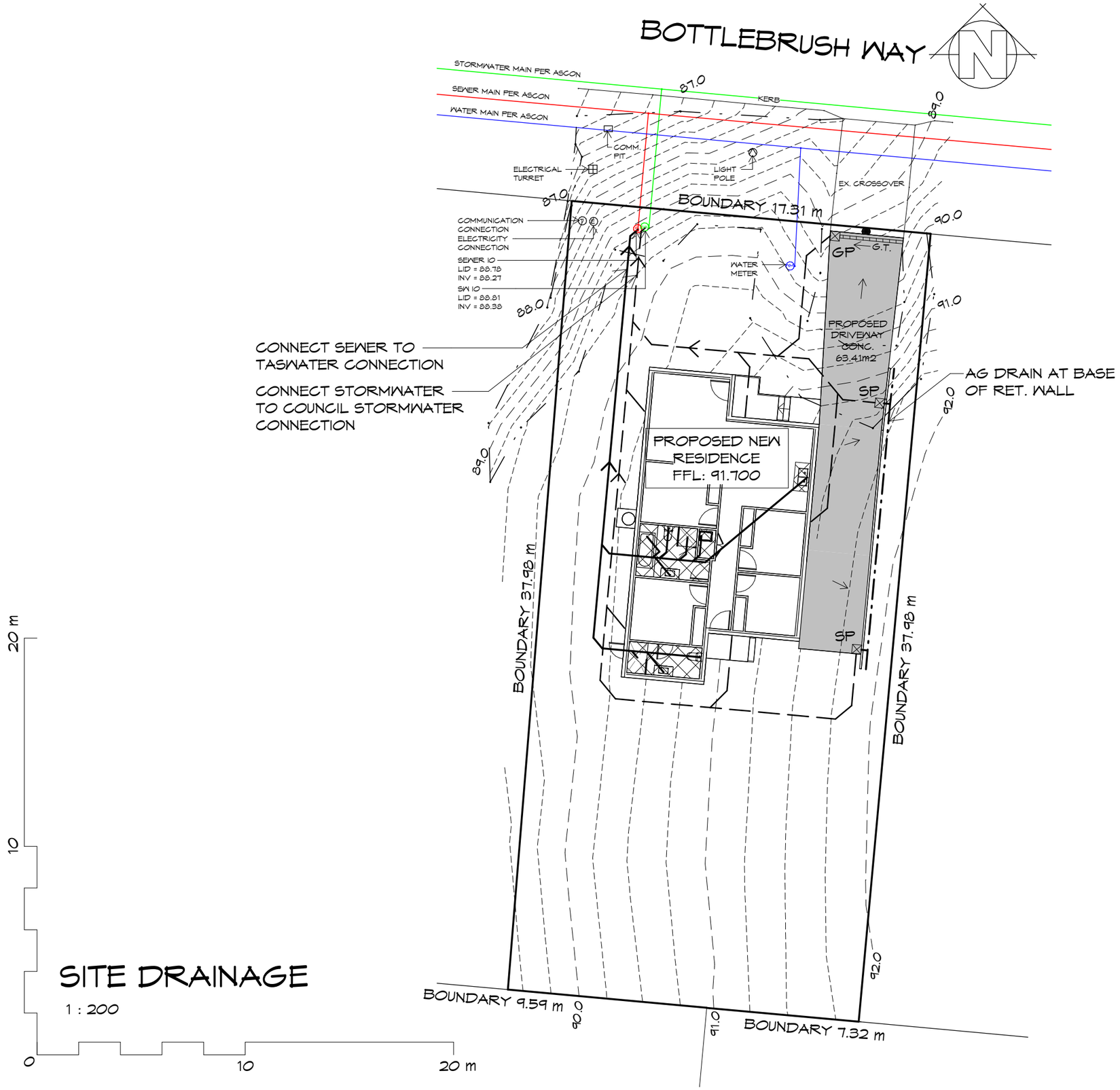
Project:
PROPOSED NEW RESIDENCE
4 BOTTLEBRUSH WAY,
RISDON VALE

Drawing:
SITE PLAN

Date:	Drafted by:	Approved by:
20.10.2026	L.L.	Approver
Project/Drawing no:	Scale:	Revision:
PD26495 - 01	1 : 200	01

Accredited building practitioner: Frank Geskus -No CC246A

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SITE DRAINAGE

1 : 200

LEGEND

- GP / SP — 450X 450 SURFACE DRAINAGE PIT
- WET AREAS
- SEWER LINE
- STORMWATER LINE
- 100Φ AG DRAIN
- G.T. — GRATED TRENCH 150mm WIDE

PLUMBING NOTES:

ALL DRAINAGE WORK SHOWN IS PROVISIONAL ONLY AND IS SUBJECT TO AMENDMENT TO COMPLY WITH THE REQUIREMENTS OF THE LOCAL AUTHORITIES.
ALL WORK IS TO COMPLY WITH THE REQUIREMENTS OF AS 3500.2021 & THE TASMANIAN PLUMBING CODE. AND MUST BE CARRIED OUT BY A LICENCED TRADESMAN ONLY.

PITS: ALL GRATED PITS SIZED AND INSTALLED PER AS/NZS 3500.2025 PART 3

ORGS: OVERFLOW RELIEF GULLYS TO BE BRANCHED SEPERATE AND NOT PASS THROUGH. REFER AS/NZS 3500.2025 PART 2

S/W: STORMWATER PIPES TO BE SIZED PER ASNZS 3500.2025 PART 3

VENTS: DRAINAGE VENTS TO BE LOCATED BEFORE LAST FITTING AT THE END OF THE LINE PER AS/NZS 3500.2025 PART 2

SEWER AND WATER SERVICES

- ALL WORKS IN ACCORDANCE WITH WATER SUPPLY CODE OF AUSTRALIA AND TASWATER SUPPLEMENTS
- WORKS TO BE DONE BY TASWATER AT DEVELOPERS COST

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REV.	DATE	DESCRIPTION

Client name: REBECCA

PLANNING

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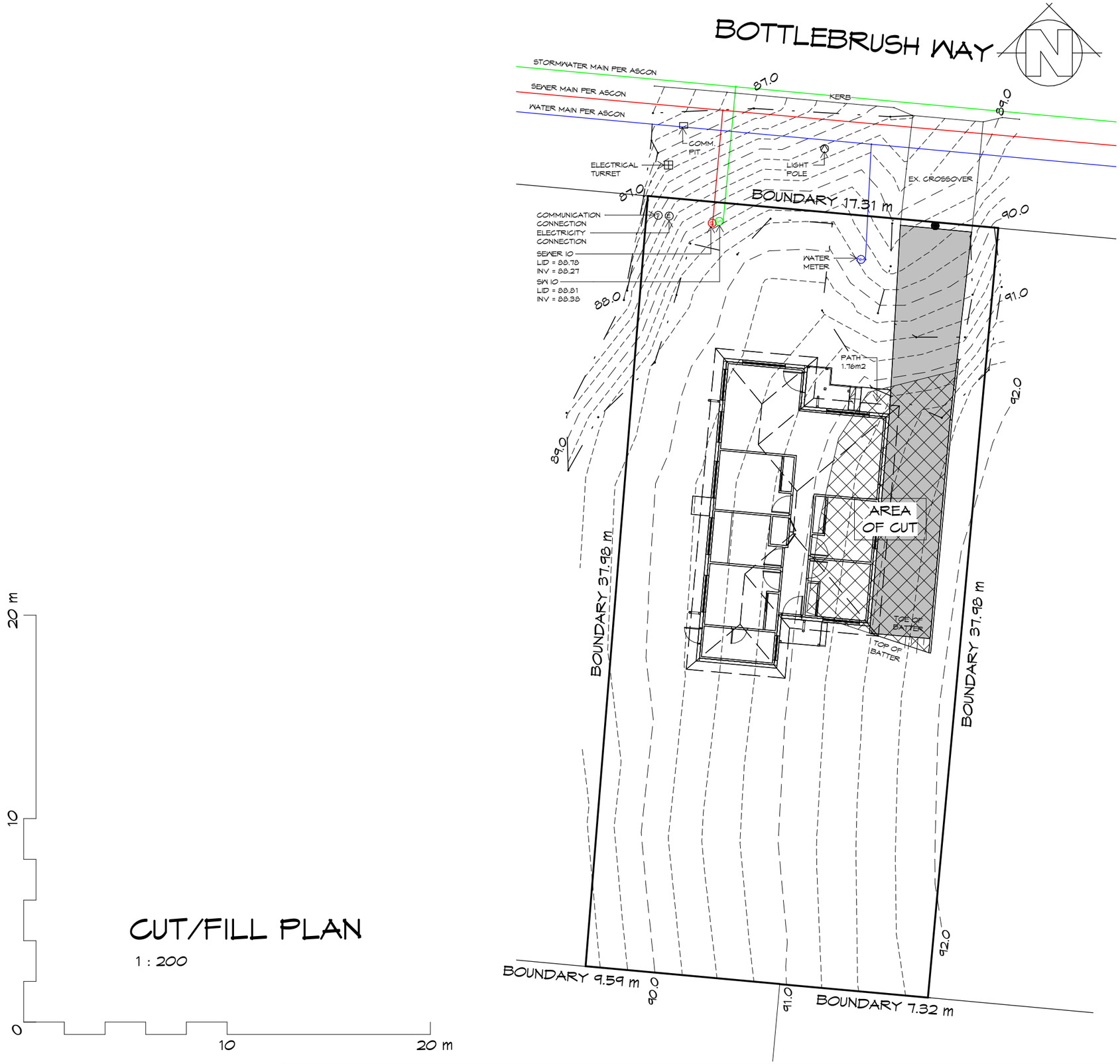
Project: PROPOSED NEW RESIDENCE
4 BOTTLEBRUSH WAY,
RISDON VALE

Drawing: SITE DRAINAGE PLAN

Date:	Drafted by:	Approved by:
20.10.2026	L.L.	Approver
Project/Drawing no:	Scale:	Revision:
PD26495 - 02	As indicated	01

Accredited building practitioner: Frank Geskus -No CC246A

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CUT/FILL SCHEDULE	
CUT VOLUME (m3)	FILL VOLUME (m3)
14.71	0.00

NOTE:
THE CUT AND FILL VOLUMES CALCULATED BY REVIT ARE APPROXIMATE, GENERALLY PROVIDING RESULTS WITH +/- 1% TO 2% ACCURACY

CUT/FILL PLAN

1 : 200

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Client name:
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PLANNING

NOTE: DO NOT SCALE OFF DRAWINGS

Project:
PROPOSED NEW RESIDENCE
4 BOTTLEBRUSH WAY,
RISDON VALE

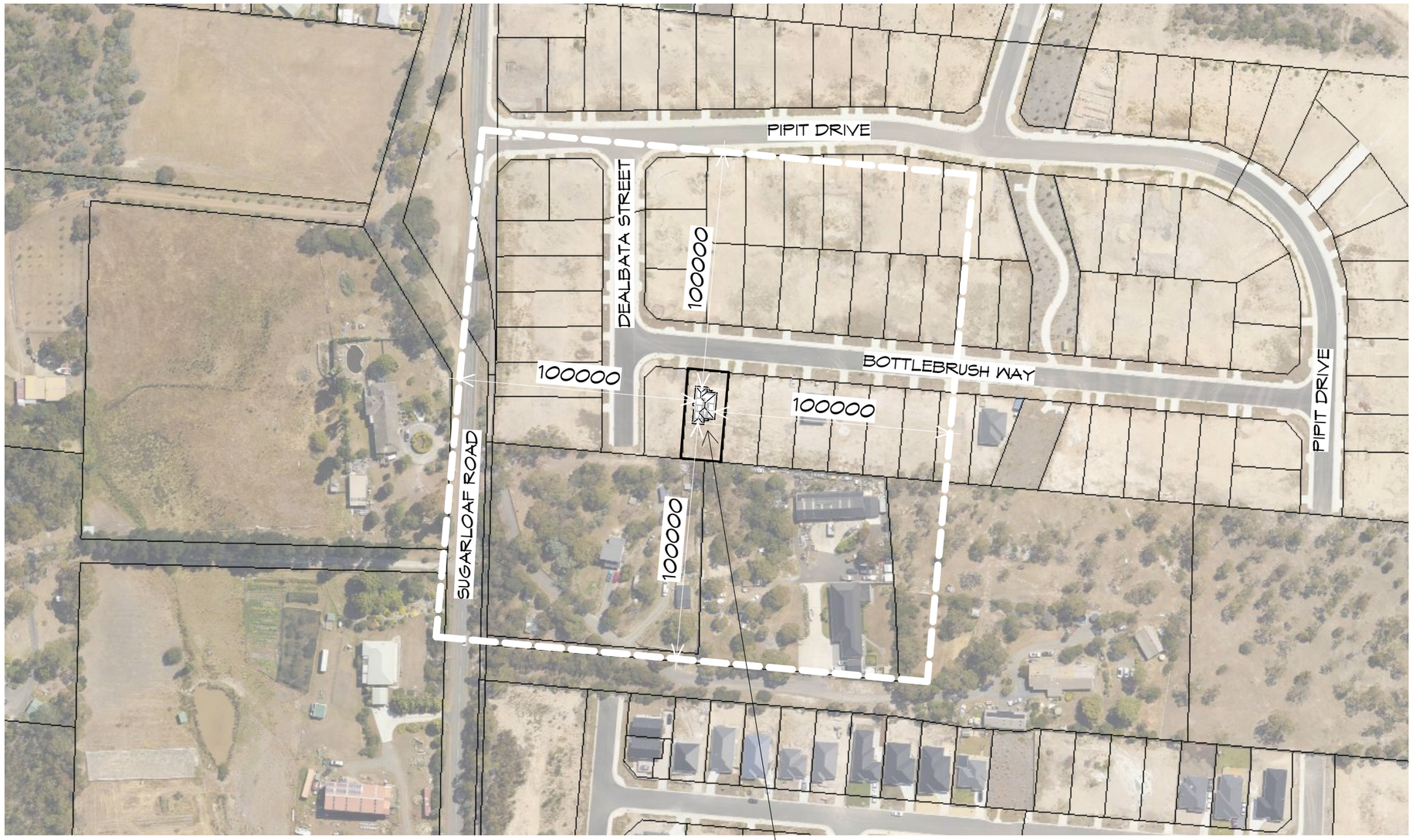
Drawing:
CUT/FILL PLAN

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BUILDING DESIGNERS ASSOCIATION OF AUSTRALIA

Date:	Drafted by:	Approved by:
20.10.2026	L.L.	Approver
Project/Drawing no:	Scale:	Revision:
PD26495 - 03	1 : 200	01

Accredited building practitioner: Frank Geskus -No CC246A

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LOCALITY PLAN

1 : 2000

THIS SITE IS ZONED **GENERAL RESIDENTIAL** AND **REQUIRES** A BUSHFIRE ASSESSMENT.
RESIDENCE **IS NOT** OVER **100m** FROM UNMANAGED BUSH/GRASSLANDS GREATER THAN 1 HECTARE.

REFER TO BUSHFIRE ASSESSMENT REPORT FOR MANAGEMENT PLAN

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BUILDING DESIGNERS ASSOCIATION OF AUSTRALIA

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NOT FOR CONSTRUCTION

REV.	DATE	DESCRIPTION

Client name:
REBECCA

PLANNING

NOTE: DO NOT SCALE OFF DRAWINGS

Project:
PROPOSED NEW RESIDENCE
4 BOTTLEBRUSH WAY,
RISDON VALE

Drawing:
LOCALITY PLAN

Date:	Drafted by:	Approved by:
20.10.2026	L.L.	Approver
Project/Drawing no:	**Scale:**	**Revision:**
PD26495 - 04	1 : 2000	01

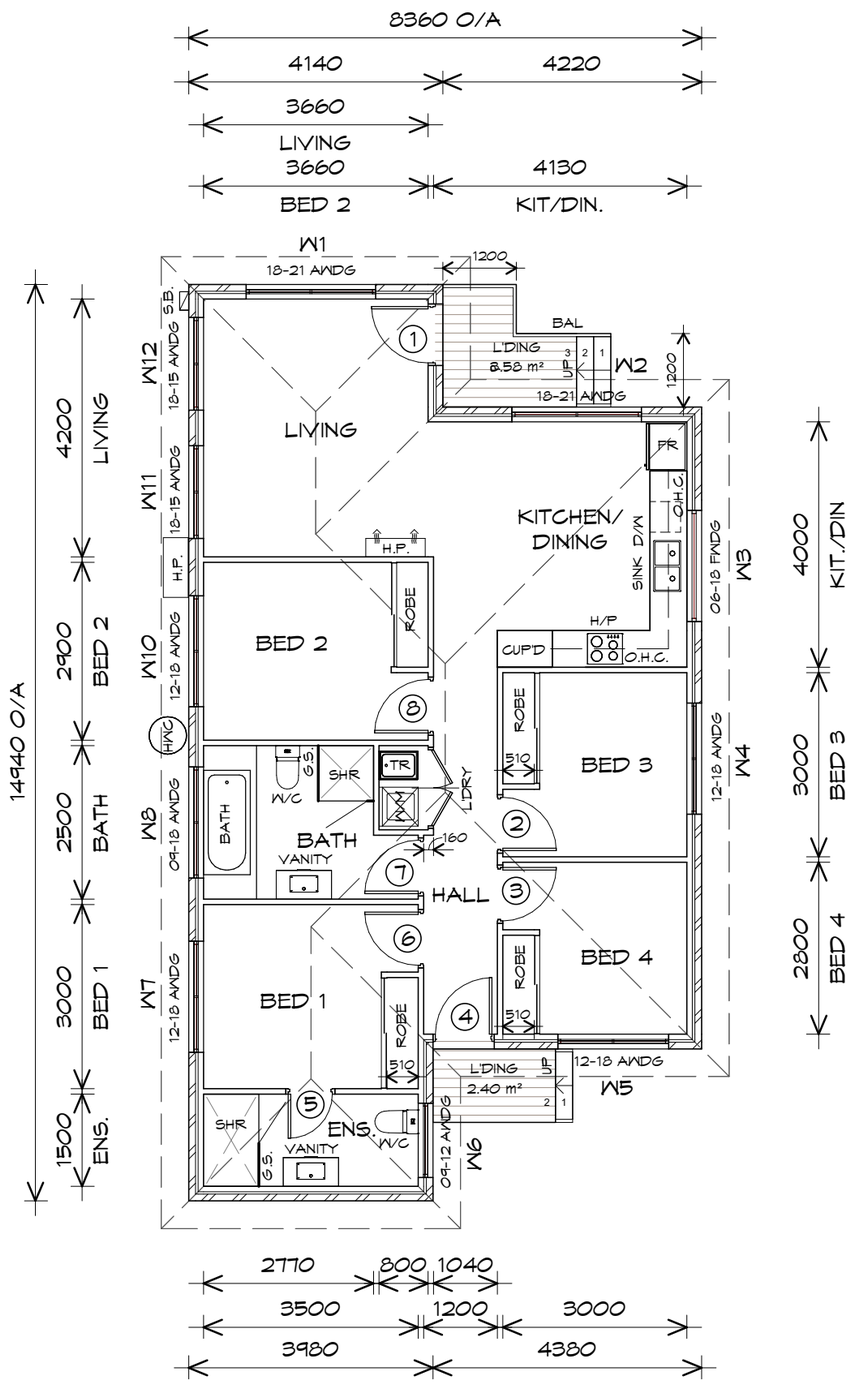
Accredited building practitioner: Frank Geskus -No CC246A

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THIS PROJECT HAS BEEN DETERMINED TO HAVE A BUSHFIRE ATTACK LEVEL (BAL) OF - 19
REFER TO ASSESSMENT FOR FURTHER DETAILS.
ALL CONSTRUCTION MUST COMPLY WITH AS3959.

LEGEND

- S/L SIDELIGHT
- G.S. GLASS SCREEN
- H/WC HOT WATER CYLINDER
- BAL BALUSTRADE



FLOOR PLAN

1 : 100

FLOOR AREA 105.60 m2 (11.37 SQUARES)

NOTE:
FLOOR AREAS INCLUDE TO EXTERNAL FACE OF BUILDING AND GARAGE, UNLESS OTHERWISE STATED. DECKS AND OUTDOOR AREAS ARE CALCULATED SEPARATELY.

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REV. DATE DESCRIPTION

Client name:
REBECCA

PLANNING
NOTE: DO NOT SCALE OFF DRAWINGS

Project:
PROPOSED NEW RESIDENCE
4 BOTTLEBRUSH WAY,
RISDON VALE

Drawing:
FLOOR PLAN

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20.10.2026	L.L.	Approver
Project/Drawing no:	Scale:	Revision:
PD26495 - 05	1 : 100	01

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DOOR SCHEDULE

MARK	WIDTH	TYPE	REMARKS
1	920	EXTERNAL SOLID DOOR	
2	870	INTERNAL TIMBER DOOR	
3	870	INTERNAL TIMBER DOOR	
4	920	EXTERNAL SOLID DOOR	
5	720	INTERNAL TIMBER DOOR	
6	870	INTERNAL TIMBER DOOR	
7	870	INTERNAL TIMBER DOOR	
8	870	INTERNAL TIMBER DOOR	
9	720	EXTERNAL SOLID DOOR	SUBFLOOR DOOR, HEIGHT TBC

WINDOW SCHEDULE

MARK	HEIGHT	WIDTH	TYPE	REMARKS
W1	1800	2110	AWNING WINDOW	
W2	1800	2110	AWNING WINDOW	
W3	600	1810	FIXED WINDOW	900 HIGH SILL
W4	1200	1810	AWNING WINDOW	
W5	1200	1810	AWNING WINDOW	
W6	900	1210	AWNING WINDOW	OPAQUE
W7	1200	1810	AWNING WINDOW	
W8	900	1810	AWNING WINDOW	OPAQUE
W10	1200	1810	AWNING WINDOW	
W11	1800	1510	AWNING WINDOW	
W12	1800	1510	AWNING WINDOW	

ALUMINIUM WINDOWS **DOUBLE GLAZING** COMPLETE
WITH FLY SCREENS TO SUIT **BAL-19** RATING.
ALL WINDOW MEASUREMENTS TO BE VERIFIED ON SITE
PRIOR TO ORDERING

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REV. DATE DESCRIPTION

Client name:
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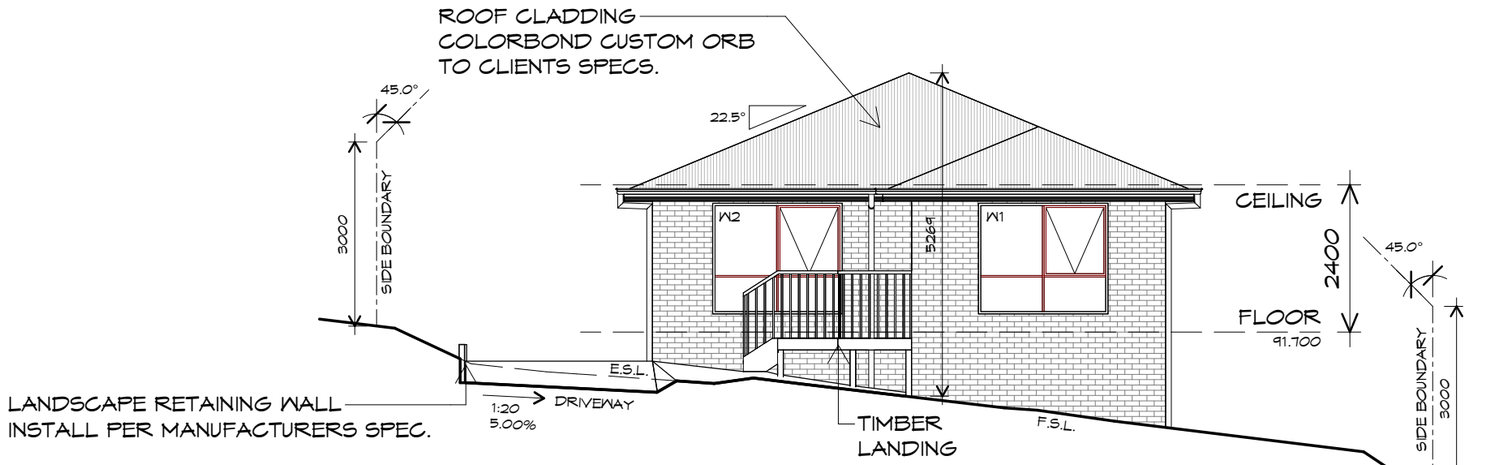
Project:
PROPOSED NEW RESIDENCE
4 BOTTLEBRUSH WAY,
RISDON VALE

Drawing:
DOOR AND WINDOW SCHEDULES

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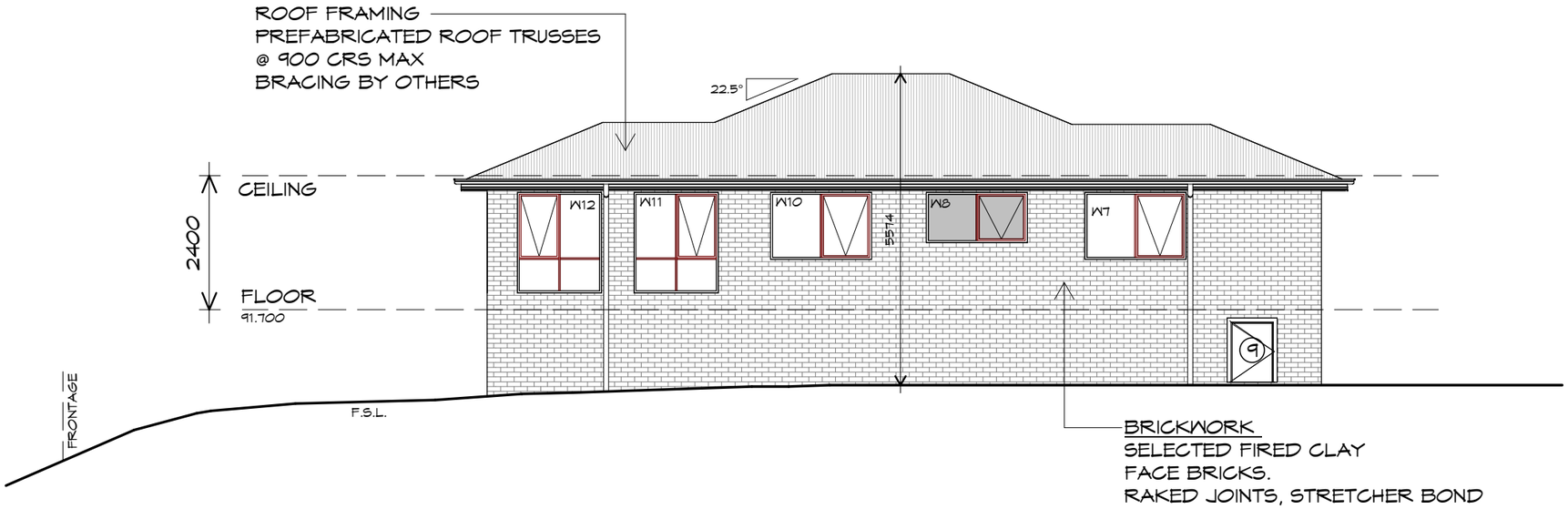
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NORTHERN ELEVATION

1 : 100



WESTERN ELEVATION

1 : 100

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Project:
PROPOSED NEW RESIDENCE
4 BOTTLEBRUSH WAY,
RISDON VALE

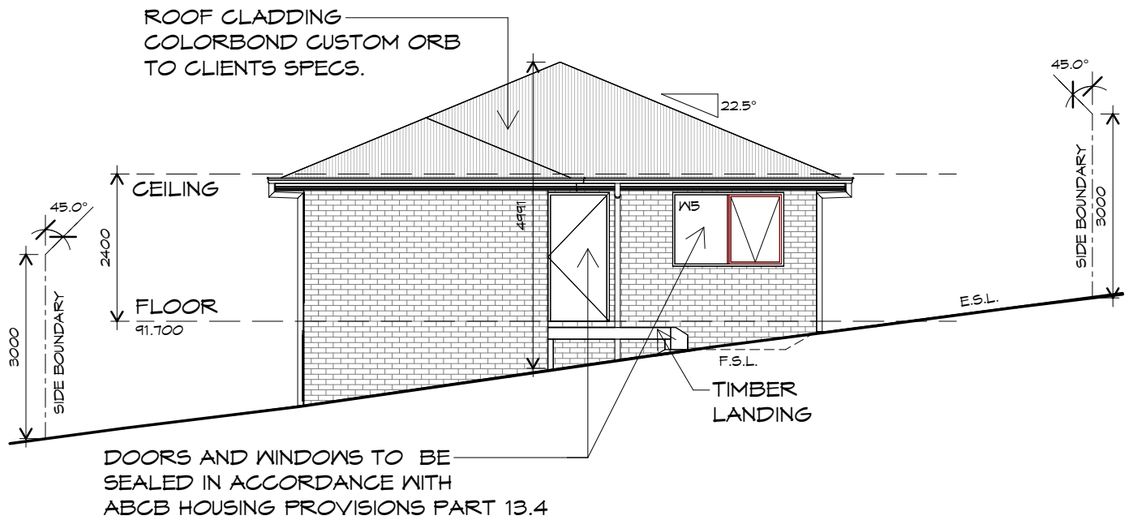
Drawing:
ELEVATIONS

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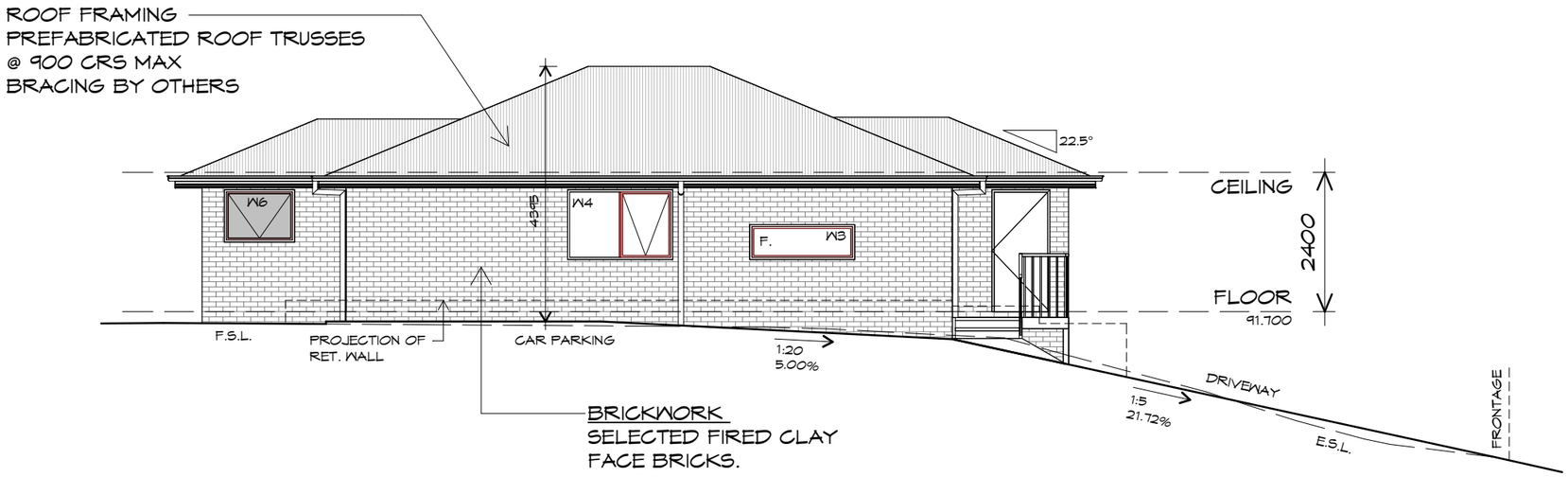
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SOUTHERN ELEVATION

1 : 100



EASTERN ELEVATION

1 : 100

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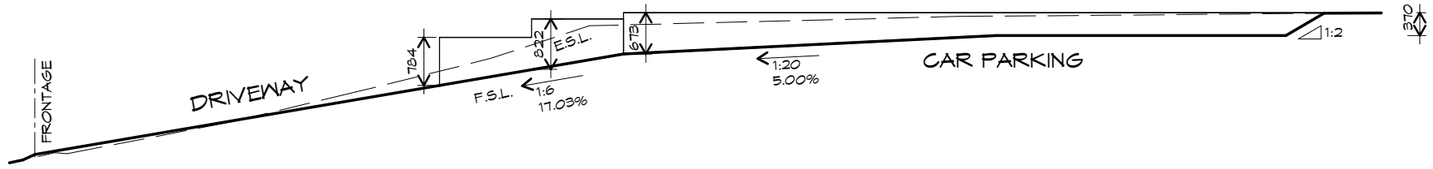
Project: PROPOSED NEW RESIDENCE
4 BOTTLEBRUSH WAY,
RISDON VALE

Drawing: ELEVATIONS

Date:	Drafted by:	Approved by:
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DRIVEWAY SECTION

1 : 100

DRIVEWAY GRADIENT
MAXIMUM GRADIENT 1:4 (25%)
TO AS 2890

CAR PARKING GRADIENT
PARALLEL TO PARKING ANGLE 1:20 (5%)
CROSSFALL 1:16 (6.25%)

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Project:
PROPOSED NEW RESIDENCE
4 BOTTLEBRUSH WAY,
RISDON VALE

Drawing:
DRIVEWAY SECTION

Date:	Drafted by:	Approved by:
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ROOF PLUMBING NOTES:

GUTTER INSTALLATION
TO BE IN ACCORDANCE WITH
ABCB HOUSING PROVISIONS PART 7.4.4
WITH FALL NO LESS THAN
1:500 FOR EAVES GUTTER
BOX GUTTERS IN ACCORDANCE WITH
AS33500.3:2021

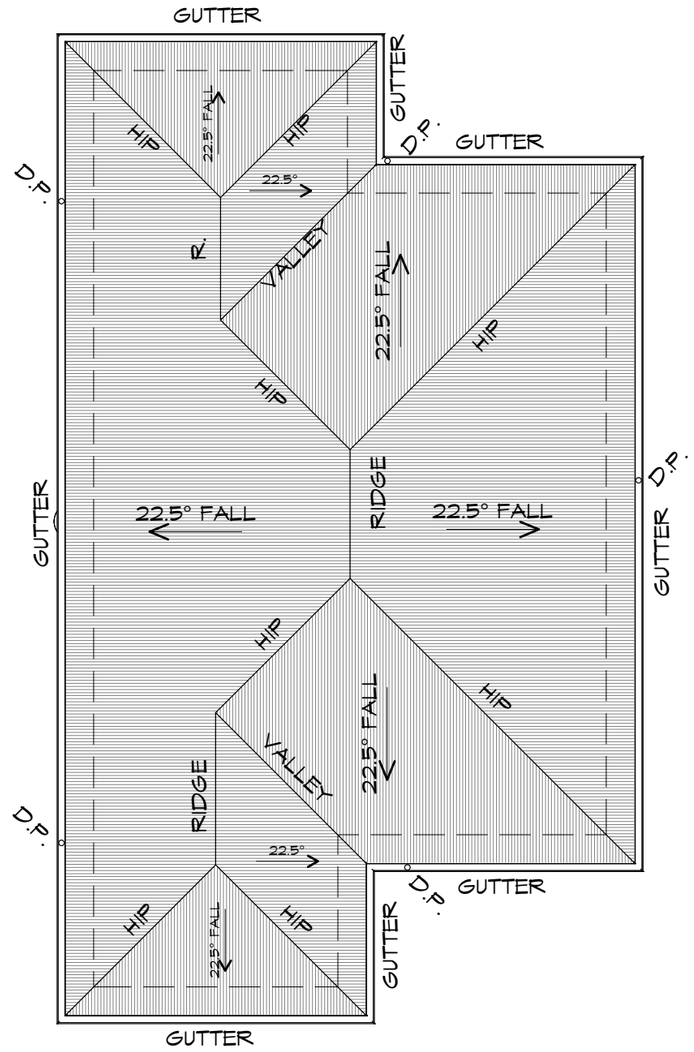
UNLESS FIXED TO METAL FASCIA
EAVES GUTTER TO BE FIXED
@ 1200 CRS MAX.

VALLEY GUTTERS ON A ROOF WITH A PITCH:
A) MORE THAN 12.5° DEGREES - MUST
HAVE A WIDTH OF NOT LESS THAN
400mm AND ROOF OVERHANG OF NOT
LESS THAN 150mm EACH SIDE OFVALLEY
GUTTER.
B) LESS THAN 12.5° DEGREES, MUST BE
DESIGNED AS A BOX GUTTER.

LAP GUTTERS 75mm IN THE DIRECTION
OF FLOW, RIVET & SEAL WITH AN
APPROVED SILICONE SEALANT.

DOWNPIPE POSITIONS SHOWN ON THIS
PLAN ARE NOMINAL ONLY.
EXACT LOCATION & NUMBER OF D.P'S
REQUIRED ARE TO BE IN ACCORDANCE
WITH ABCB HOUSING PROVISIONS PART 7.4.5
REQUIREMENTS.
SPACING BETWEEN DOWNPIPES MUST NOT
BE MORE THAN 12m & LOCATED AS CLOSE AS
POSSIBLE TO VALLEY GUTTERS

METAL ROOF
METAL SHEETING ROOF TO BE INSTALLED IN
ACCORDANCE WITH ABCB HOUSING PROVISIONS PART
7.2. REFER TO TABLE 7.2.2a FOR ACCEPTABLE
CORROSION PROTECTION FOR SHEET ROOFING,
REFER TO TABLE 7.2.2b-7.2.2e FOR ACCEPTABILITY
OF CONTACT BETWEEN DIFFERENT ROOFING
MATERIALS. FOR FIXING, SHEET LAYING SEQUENCE,
FASTENER FREQUENCY FOR TRANVERSE FLASHINGS
AND CAPPINGS, ANTI CAPILLARY BREAKS, FLASHING
DETAILS REFER TO ABCB HOUSING PROVISIONS PART
7.2.5- 7.2.7. ROOF PENETRATION FLASHING DETAILS.
REFER TO TO ABCB HOUSING PROVISIONS PART
7.2.5- 7.2.7. ROOF SHEETING MUST OVERHANG MIN
35mm AS PER ABCB HOUSING PROVISIONS PART 7.2.8



ROOF PLAN

1 : 100

ADDITIONAL ROOF LOAD
NO SOLAR P.V. SYSTEM HAS BEEN ALLOWED FOR,
NO SOLAR HOT WATER HAS BEEN ALLOWED FOR.

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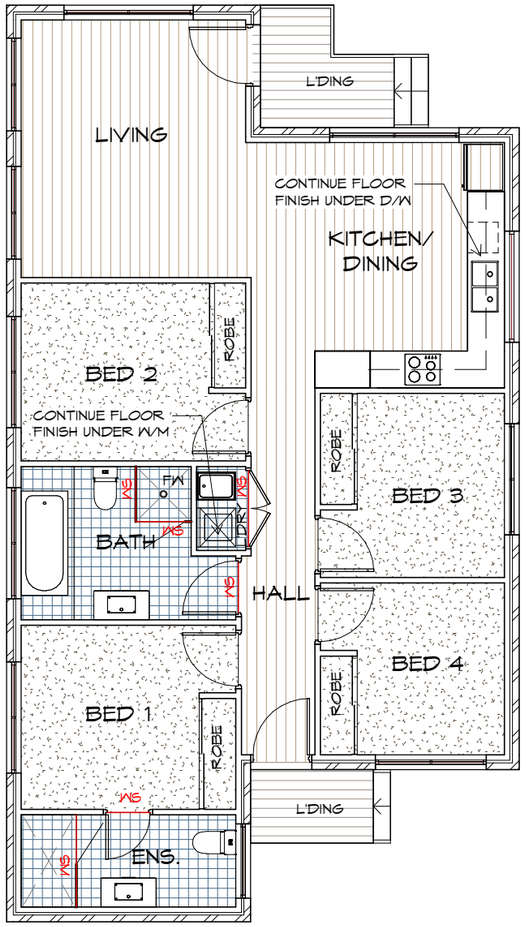
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Project:
PROPOSED NEW RESIDENCE
4 BOTTLEBRUSH WAY,
RISDON VALE

Drawing:
ROOF PLAN

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LEGEND

- CARPET
- TILES
- TIMBER
- TIMBER DECK
- WS WATERSTOP
- FW FLOOR WASTE

FLOOR FINISHES PLAN

1 : 100

IMPORTANT:
PLEASE REFER TO ENERGY ASSESSMENT REPORT FOR FULL DETAILS.
ENERGY ASSESSMENT IS BASED ON FLOOR TYPES AS NOTED IN THE REPORT.

IF AN ALTERNATIVE FLOORING IS CHOSEN OR ANY OTHER ASPECT OF THE BUILDING IS MODIFIED, A NEW ENERGY ASSESSMENT WILL BE REQUIRED.

REFER TO ELECTRICAL PLAN AND REFLECTED CEILING PLAN FOR CEILING PENETRATIONS.

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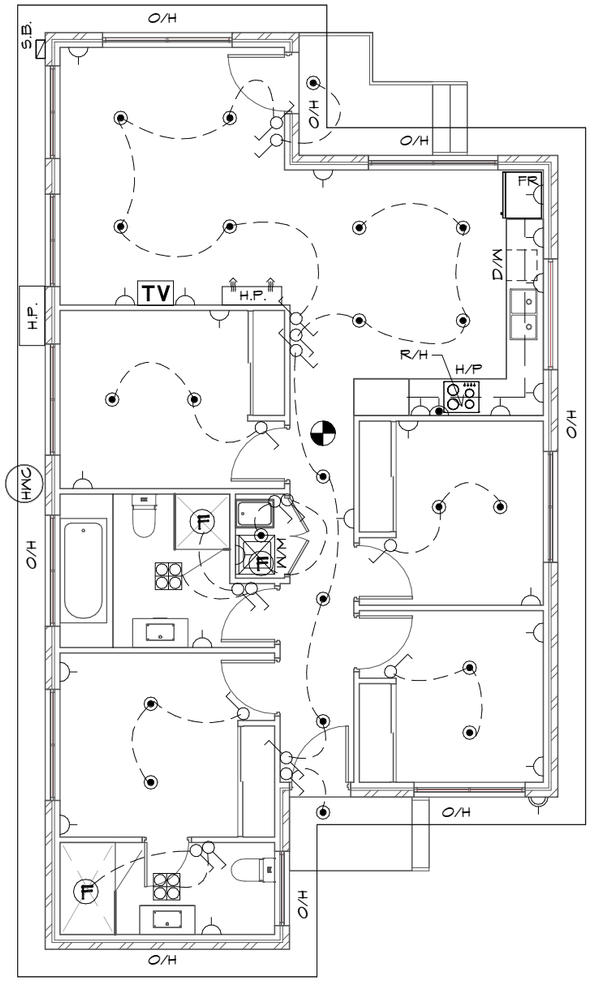
PLANNING
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Project:
PROPOSED NEW RESIDENCE
4 BOTTLEBRUSH WAY,
RISDON VALE

Drawing:
FLOOR FINISHES PLAN

Date:	Drafted by:	Approved by:
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ELECTRICAL INDEX

LIGHTING

- FOUR LIGHT, 3 IN 1 BATHROOM LIGHT C/W DAMPER, EXHAUST TO OUTSIDE*
- L.E.D. - SEALED DOWN LIGHT *

*INSTALL AS PER MANUFACTURERS SPECIFICATION

SWITCH TYPE

- ONE-WAY SWITCH
- TWO-WAY SWITCH

WALL OUTLETS

- GENERAL PURPOSE OUTLET (DOUBLE)
- WEATHER PROOF OUTLET
- HOTPLATE SAFETY CUT-OFF
- TV T.V. OUTLET

NOTE:
POWER POINT TO BE 300mm AWAY FROM EDGE OF WATER SOURCE

OTHER

- 240v SMOKE ALARM
- SWITCH BOX
- (F) EXHAUST FAN, VENT TO OUTSIDE AIR, PROVIDE POWER
- R/H RANGE HOOD, VENT TO OUTSIDE AIR, PROVIDE POWER

CEILING

- XXXX DENOTES CEILING HEIGHT
- O/H ROOF OVERHANG/EAVES

HEATING

- H.P. HEAT PUMP
- H.P. HEAT PUMP, OUTDOOR UNIT

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REFER TO ASSESSMENT FOR FURTHER DETAILS.
ALL CONSTRUCTION MUST COMPLY WITH AS3959.

ELECTRICAL/REFLECTED CEILING PLAN

1 : 100

IMPORTANT:
PLEASE REFER TO ENERGY ASSESSMENT REPORT FOR FULL DETAILS.
ENERGY ASSESSMENT IS BASED ON THE ABOVE ELECTRICAL LAYOUT AND TYPES AS NOTED IN THE REPORT.
IF MORE PENETRATIONS ARE INCLUDED OR ANY OTHER ASPECT OF THE BUILDING IS MODIFIED, A NEW ENERGY ASSESSMENT WILL BE REQUIRED.

SMOKE ALARMS
- ALL ALARMS TO BE INTERCONNECTED WHERE MORE THAN ONE ALARM IS INSTALLED.
- SMOKE ALARMS TO BE LOCATED ON ALL FLOORS IN ACCORDANCE WITH THE ABCB HOUSING PROVISIONS 9.5.1, 9.5.2 AND 9.5.4.

ARTIFICIAL LIGHTING
RESIDENCES TO BE IN COMPLIANCE WITH NCC 2019 PART 3.12.5.5.

ARTIFICIAL LIGHTING MUST NOT EXCEED:
- 5W/m2 FOR CLASS 1 BUILDING
- 4W/m2 FOR VERANDAHS & BALCONIES
- 3W/m2 FOR CLASS 10A ASSOCIATED WITH CLASS 1 BUILDING

REFER TO LIGHTING CALCULATOR FOR FURTHER DETAILS.

EXHAUST FANS
EXHAUST FANS TO ACHIEVE FLOW RATE TO COMPLY WITH HOUSING PROVISIONS 10.8.2

BATHROOMS WITHOUT NATURAL VENTILATION
EXHAUST FAN WITH 10 MINUTE TIMED FAN CONNECTED TO LIGHT SWITCH. UNDERCUT DOOR 20mm TO PROVIDE MAKE UP AIR, TO COMPLY WITH HOUSING PROVISIONS 10.8.2

ELECTRICAL
ALL ELECTRICAL WORKS TO BE CARRIED OUT BY A GRADE ELECTRICAL CONTRACTOR. ALL WORKS TO COMPLY WITH LOCAL AUTHORITIES AND AS3000

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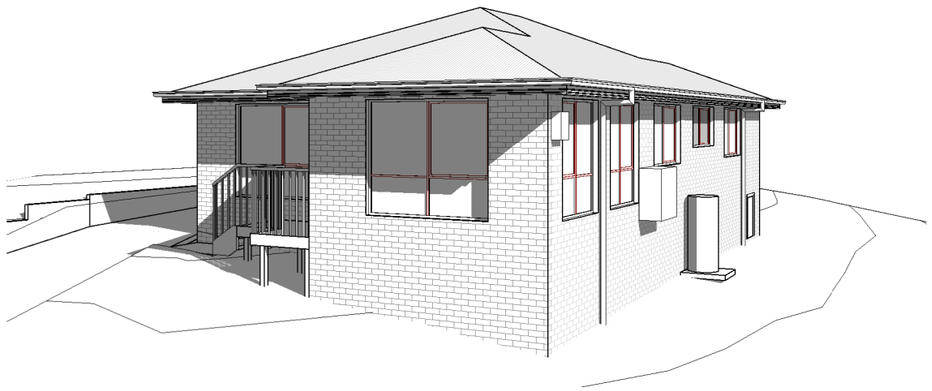
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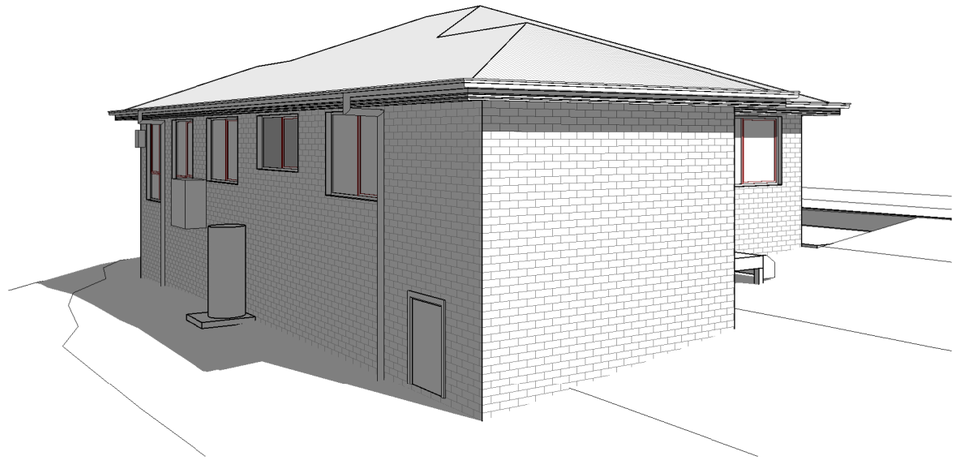
Project:
PROPOSED NEW RESIDENCE
4 BOTTLEBRUSH WAY,
RISDON VALE

Drawing:
ELECTRICAL/REFLECTED CEILING PLAN

Date:	Drafted by:	Approved by:
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Project:
PROPOSED NEW RESIDENCE
4 BOTTLEBRUSH WAY,
RISDON VALE

Drawing:
PERSPECTIVES

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