



DEVELOPMENT APPLICATION

PDPLANPMTD-2025/057287

PROPOSAL: Five Lot Subdivision

LOCATION: 21 Meraki Way, Risdon Vale

RELEVANT PLANNING SCHEME: Tasmanian Planning Scheme - Clarence

ADVERTISING EXPIRY DATE: 30/03/2026 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 30/03/2026 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 30/03/2026 00:00:00.

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

Any personal information submitted is covered by Council's privacy policy, available at www.ccc.tas.gov.au or at the Council offices.



City of Clarence

City of Clarence

38 Bligh St Rosny Park

PO Box 96

Rosny Park TAS, 7018

03 6217 9500

clarence@ccc.tas.gov.au

ccc.tas.gov.au

Application for Development / Use or Subdivision

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

Proposal: Subdivision

Location: **21 Meraki Way Risdon Vale**

Personal Information Removed





Is the property on the Tasmanian Heritage Register?

Yes No

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

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

Current use of site: **Vacant Land**

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

Declaration

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

Acknowledgement

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

Personal Information Removed

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



Development/use or subdivision checklist

Mandatory Documents

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

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

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

Additional Documents

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

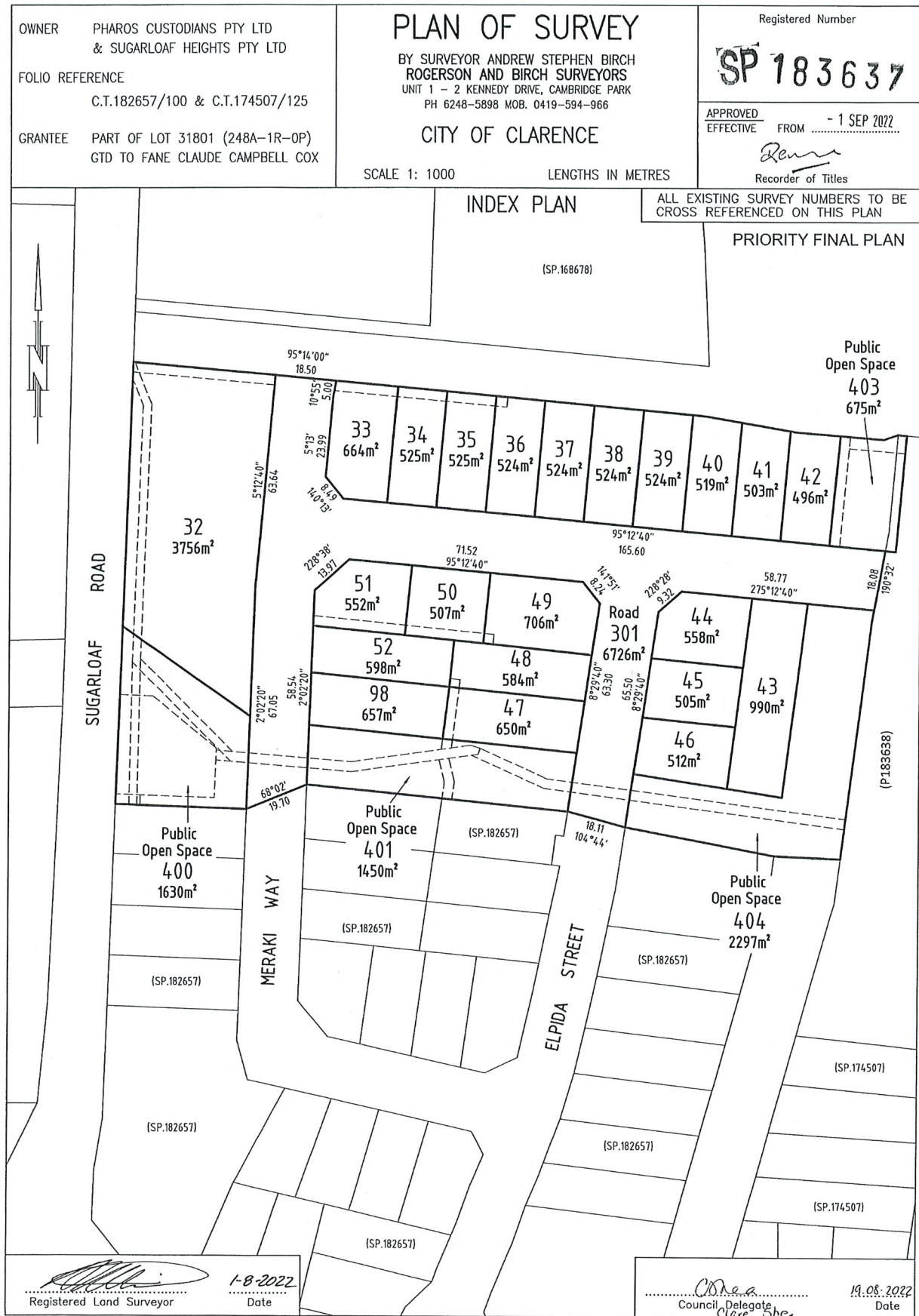
- Site analysis and site plan, including where relevant:
 - Existing and proposed use(s) on site.
 - Boundaries and dimensions of the site.
 - Topography, including contours showing AHD levels and major site features.
 - Natural drainage lines, watercourses and wetlands on or adjacent to the site.
 -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

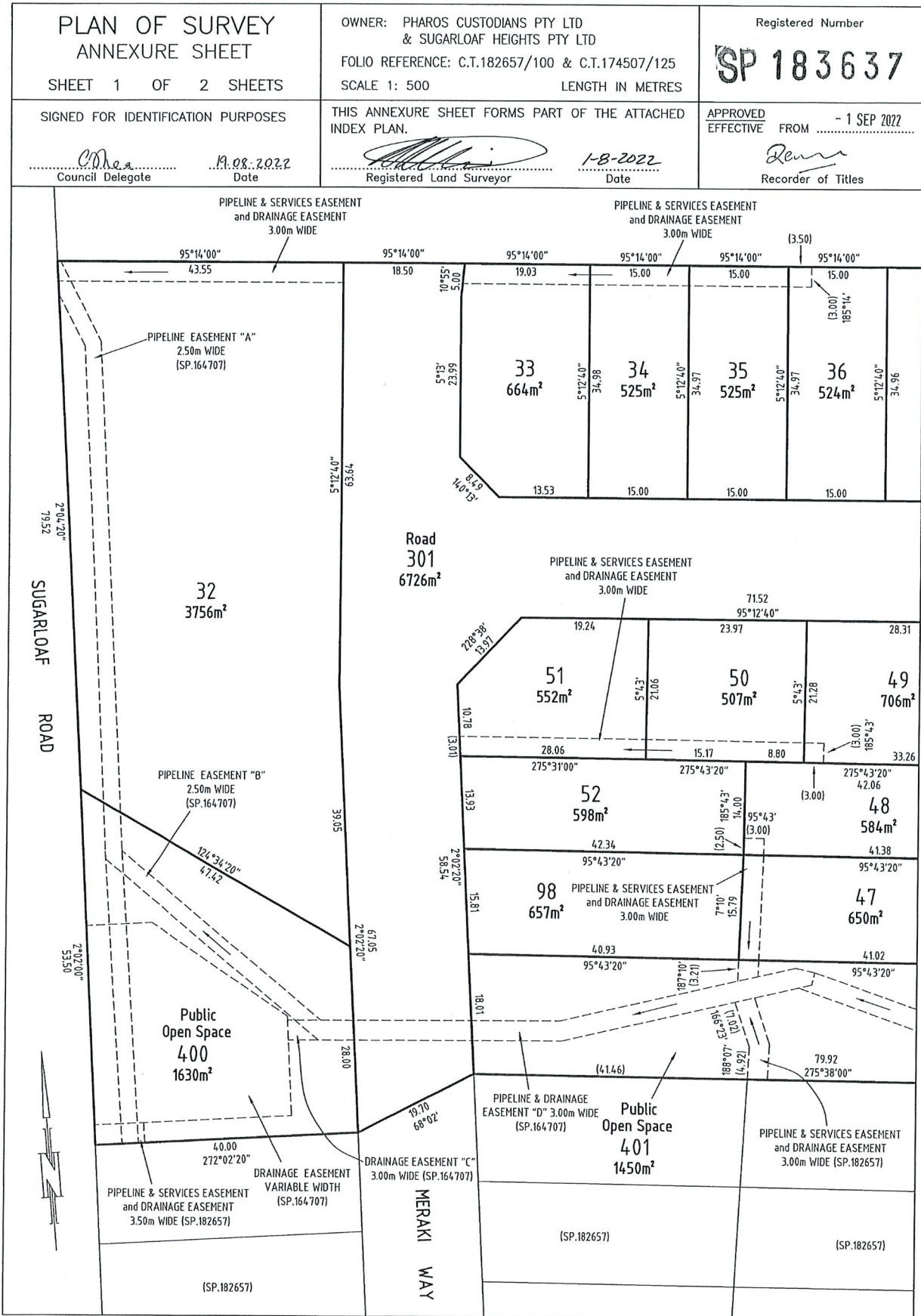


- Location and capacity of any existing services or easements on/to the site.
 - Existing pedestrian and vehicle access to the site.
 - Location of existing and proposed buildings on the site.
 - Location of existing adjoining properties, adjacent buildings and their uses.
 - Any natural hazards that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

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







SEARCH OF TORRENS TITLE

| | |
|------------------|------------------------------|
| VOLUME 183637 | FOLIO 32 |
| EDITION 1 | DATE OF ISSUE 01-Sep-2022 |

SEARCH DATE : 20-Nov-2025

SEARCH TIME : 09.25 AM

DESCRIPTION OF LAND

City of CLARENCE

Lot 32 on Sealed Plan [183637](#)

Derivation : Part of Lot 31801, 248A-1R-0P Gtd. to Fane Claude
Campbell Cox

Prior CT [182657/100](#)

SCHEDULE 1

[M197924](#) & [M932883](#) TRANSFER to PHAROS CUSTODIANS PTY LTD and
PHAROS CUSTODIANS PTY LTD as tenants in common in
equal shares Registered 24-Dec-2021 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
[SP183637](#) EASEMENTS in Schedule of Easements
[SP183637](#) COVENANTS in Schedule of Easements
[SP183637](#) FENCING COVENANT in Schedule of Easements
[SP182657](#) COVENANTS in Schedule of Easements
[SP164707](#) & [SP182657](#) FENCING PROVISION in Schedule of Easements
[D116543](#) AGREEMENT pursuant to Section 71 of the Land Use
Planning and Approvals Act 1993 Registered
25-Feb-2014 at noon
[E316389](#) AGREEMENT pursuant to Section 78 of the Land Use
Planning and Approvals Act 1993 Registered
01-Sep-2022 at noon

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

SCHEDULE OF EASEMENTS

Registered Number

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

SP 183637

PAGE 1 OF 7 PAGE/S

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 32 & 400 are each

*William Justo
Subdiv 182657
5/10/22*
Lot 32 is subject to a Pipeline Easement (appurtenant to Lot 2 on SP164707 and Tasmanian Water and Sewerage Corporation Pty Ltd) over the land marked "Pipeline Easement "A" 2.50 m wide (SP164707)" on the Plan and more fully set forth in Sealed Plan 164707.

400

- * Lot 32 is subject to a Pipeline Easement (appurtenant to Lot 2 on SP164707 and Tasmanian Water and Sewerage Corporation Pty Ltd) over the land marked "Pipeline Easement "B" 2.50 m wide (SP164707)" on the Plan and more fully set forth in Sealed Plan 164707.


400

- * Lots 301 and 401 are each subject to a Pipeline Easement and Right of Drainage (appurtenant to Lot 2 on SP164707 and in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd and Clarence City Council) over the land marked "Pipeline and Drainage Easement "D" 3.00 m wide (SP16707)" on the Plan and more fully set forth in Sealed Plan 164707.

Lot 400 is subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successors and assigns (TasWater) over the land marked "Pipeline and Services Easement and Drainage Easement 3.50 m wide (S182657)" shown on the Plan (the Easement Land) and more fully set forth in Sealed Plan 182657.

(USE ANNEXURE PAGES FOR CONTINUATION)

| | |
|---|---|
| SUBDIVIDER: Sugarloaf Heights Pty Ltd & Pharos Custodians Pty Ltd & Pharos Custodians Pty Ltd | PLAN SEALED BY: Clarence City Council |
| FOLIO REF: 174507/125 & 182657/100 | DATE: 19 th August 2022 |
| SOLICITOR & REFERENCE: Mr William C Justo: LAM:067776 | PDR PLAN PMTD: 2020/008974 |
| | REF NO. <i>CShea</i> Council Delegate <i>Clare Shea</i> |
| NOTE: The Council Delegate must sign the Certificate for the purposes of identification. | |



**ANNEXURE TO
SCHEDULE OF EASEMENTS**

PAGE 2 OF 7 PAGES

Registered Number

SP 183637

SUBDIVIDER: Sugarloaf Heights Pty Ltd & Pharos Custodians Pty Ltd & Pharos Custodians Pty Ltd
FOLIO REFERENCE: 174507/125 & 182657/100

Lot 400 is subject to a Right of Drainage in favour of the Clarence City Council over the land marked "*Pipeline and Services Easement and Drainage Easement 3.50 m wide*" (SP182657) ~~in favour of the Clarence City Council~~ and more fully set forth in Sealed Plan 182657.
shown on the Plan

Lot 400 is subject to a Right of Drainage (appurtenant to Lot 2 on SP164707 and in favour of the Clarence City Council) over the land marked "*Drainage Easement Variable Width*" (SP164707) more fully set forth in Sealed Plan 164707.

Lot 400 is subject to a Right of Drainage (appurtenant to Lot 2 on SP164707 and in favour of the Clarence City Council) over the land marked "*Drainage Easement "C" 3.00 wide (SP164707)*" shown on the Plan and more fully set forth in Sealed Plan 164707.

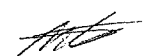
Lot 401 is subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successor and assigns (TasWater) over the land marked "*Pipeline and Services Easement and Drainage Easement 3.00 m wide (SP182657)*" shown on the Plan (the Easement Land) and more fully set forth in Sealed Plan 182657.

Lot 401 is subject to a Right of Drainage over the land marked "*Pipeline and Services Easement and Drainage Easement (SP182657)*" in favour of the Clarence City Council and more fully set forth in Sealed Plan 182657. ~~3.00 wide~~

Lots 401, 301 and 404 are each subject to a Pipeline Easement and Right of Drainage (appurtenant to Lot 2 on SP164707 and in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd and Clarence City Council) over the land marked "*Pipeline and Drainage Easement "E" 3.00 m wide (SP164707)*" and more fully set forth in Sealed Plan 164707.

~~Lot 125 (the Lot) is subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successors and assigns (TasWater) over~~

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



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**ANNEXURE TO
SCHEDULE OF EASEMENTS**

PAGE 3 OF 7 PAGES

Registered Number

SP183637

SUBDIVIDER: Sugarloaf Heights Pty Ltd & Pharos Custodians Pty Ltd & Pharos Custodians Pty Ltd
FOLIO REFERENCE: 174507/125 & 182657/100

~~the land marked "Pipeline and Services Easement and Drainage Easement 3.00 m wide (SP174507)" shown passing through the Lot on the Plan (the Easement Land) and more fully set forth in Sealed Plan 174507.~~

~~Lot 125 is subject to a Right of Drainage over the "Pipeline and Services Easement and Drainage Easement 3.00 m wide (SP174507)" passing over that Lot in favour of the Clarence City Council and more fully set forth in Sealed Plan 174507.~~

~~Lot 125 is together with a Pipeline Easement over "Pipeline Easement "A" 2.50 wide, Pipeline Easement "B" 2.50 wide, Pipeline and Drainage Easement "D" 3.00 wide, Pipeline and Drainage Easement "E" 3.00 wide" as more fully set forth in Sealed Plan 164707.~~

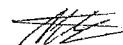
~~Lot 125 is together with a Right of Drainage over "Drainage Easement "C" 3.00 wide, Pipeline and Drainage Easement "D" 3.00 wide, Pipeline and Drainage Easement "E" 3.00 wide and Drainage Easement (Variable Width)" as more fully set forth in Sealed Plan 164707.~~

Lots 32, 33, 34, 35, 36, 49, 50, 51, 47, 48, 401 (the Lots) are each subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successors and assigns (TasWater) over the land marked "Pipeline and Services Easement and Drainage Easement 3.00 m wide" shown on the Plan (the Easement Land).

Lots 32, 33, 34, 35, 36, 49, 50, 51, 47, 48, 401 (the Lots) are each subject to a Right of Drainage over the land marked "Pipeline and Services Easement and Drainage Easement 3.00 m wide" in favour of the Clarence City Council.

Lot 403 (the Lot) is subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successors and assigns (TasWater) over the land marked "Pipeline and Services Easement 3.00 m wide" shown on the Plan (the Easement Land).

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5

**ANNEXURE TO
SCHEDULE OF EASEMENTS**

PAGE 4 OF 7 PAGES

Registered Number

SP 183637

SUBDIVIDER: Sugarloaf Heights Pty Ltd & Pharos Custodians Pty Ltd & Pharos Custodians Pty Ltd
FOLIO REFERENCE: 174507/125 & 182657/100

Lot 403 (the Lot) is subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successors and assigns (TasWater) over the land marked "*Pipeline and Services Easement Variable Width*" shown on the Plan (the Easement Land).

Covenants

Fencing Covenant

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

Restrictive Covenants

& part of

Lots 32 to 52 (inclusive), 400, 401, 301, 404, [^]403 are all subject to restrictive covenants more fully set forth in SP182657.

* That part of Lot 403 formerly comprised in Lot 125 on Sealed Plan 174507 is burdened by the restrictive covenants created by Sealed Plans 168081, 172459 & 174507.

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02

**ANNEXURE TO
SCHEDULE OF EASEMENTS**

PAGE 5 OF 7 PAGES

Registered Number

SP 183637

SUBDIVIDER: Sugarloaf Heights Pty Ltd & Pharos Custodians Pty Ltd & Pharos Custodians Pty Ltd
FOLIO REFERENCE: 174507/125 & 182657/100

Definitions:

Pipeline and Services Easement is defined as follows:-

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

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

SECONDLY, the benefit of a covenant in gross for TasWater with the registered proprietor/s of the Easement Land and their successors and assigns not to erect any building, or place any structures, objects, vegetation, or remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land, without the prior written consent of TasWater to the

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02

**ANNEXURE TO
SCHEDULE OF EASEMENTS**

PAGE 6 OF 7 PAGES

Registered Number

SP183637

SUBDIVIDER: Sugarloaf Heights Pty Ltd & Pharos Custodians Pty Ltd & Pharos Custodians Pty Ltd
FOLIO REFERENCE: 174507/125 & 182657/100

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

Interpretation:

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

(a) sewer pipes and water pipes and associated valves;

(b) telemetry and monitoring devices;

(c) inspection and access pits;

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

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

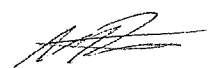
(f) anything reasonably required to support, protect or cover any other Infrastructure;

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

(h) where the context permits, any part of the Infrastructure.

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

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02

**ANNEXURE TO
SCHEDULE OF EASEMENTS**

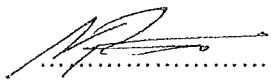
PAGE 7 OF 7 PAGES

Registered Number

SP 183637

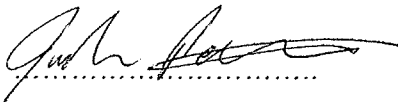
SUBDIVIDER: Sugarloaf Heights Pty Ltd & Pharos Custodians Pty Ltd & Pharos Custodians Pty Ltd
FOLIO REFERENCE: 174507/125 & 182657/100

EXECUTED by Sugarloaf Heights Pty Ltd (ACN) in accordance with section 127 of the *Corporations Act 2001*:

Signature: 

Name: Nikolaos Papastamatis
PLEASE PRINT


Director

Signature: 

Name: JOHN PAPA STAMATI S
PLEASE PRINT

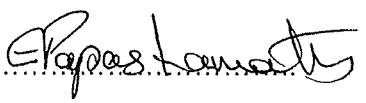
Director/Secretary *
* Delete as appropriate

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

Signature: 

Name: ANTONIO S PAPA STAMATI S
PLEASE PRINT

Director

Signature: 

Name: EUGENIA PAPA STAMATI S
PLEASE PRINT

Director/Secretary *
* Delete as appropriate

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

Signature: 

Name: ANTONIO S PAPA STAMATI S
PLEASE PRINT

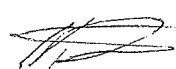
Director

Signature: 

Name: EUGENIA PAPA STAMATI S
PLEASE PRINT

Director/Secretary *
* Delete as appropriate

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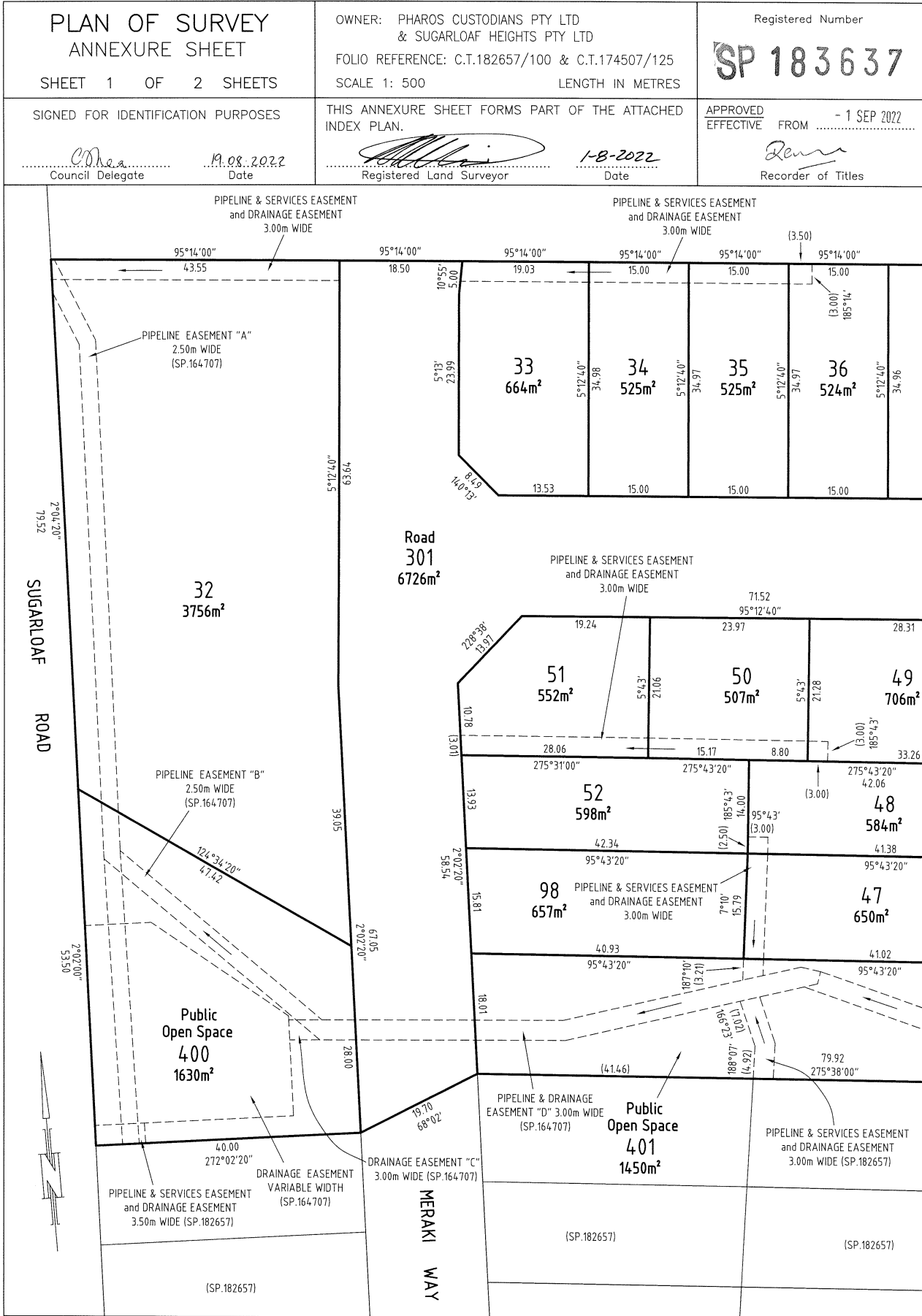
02

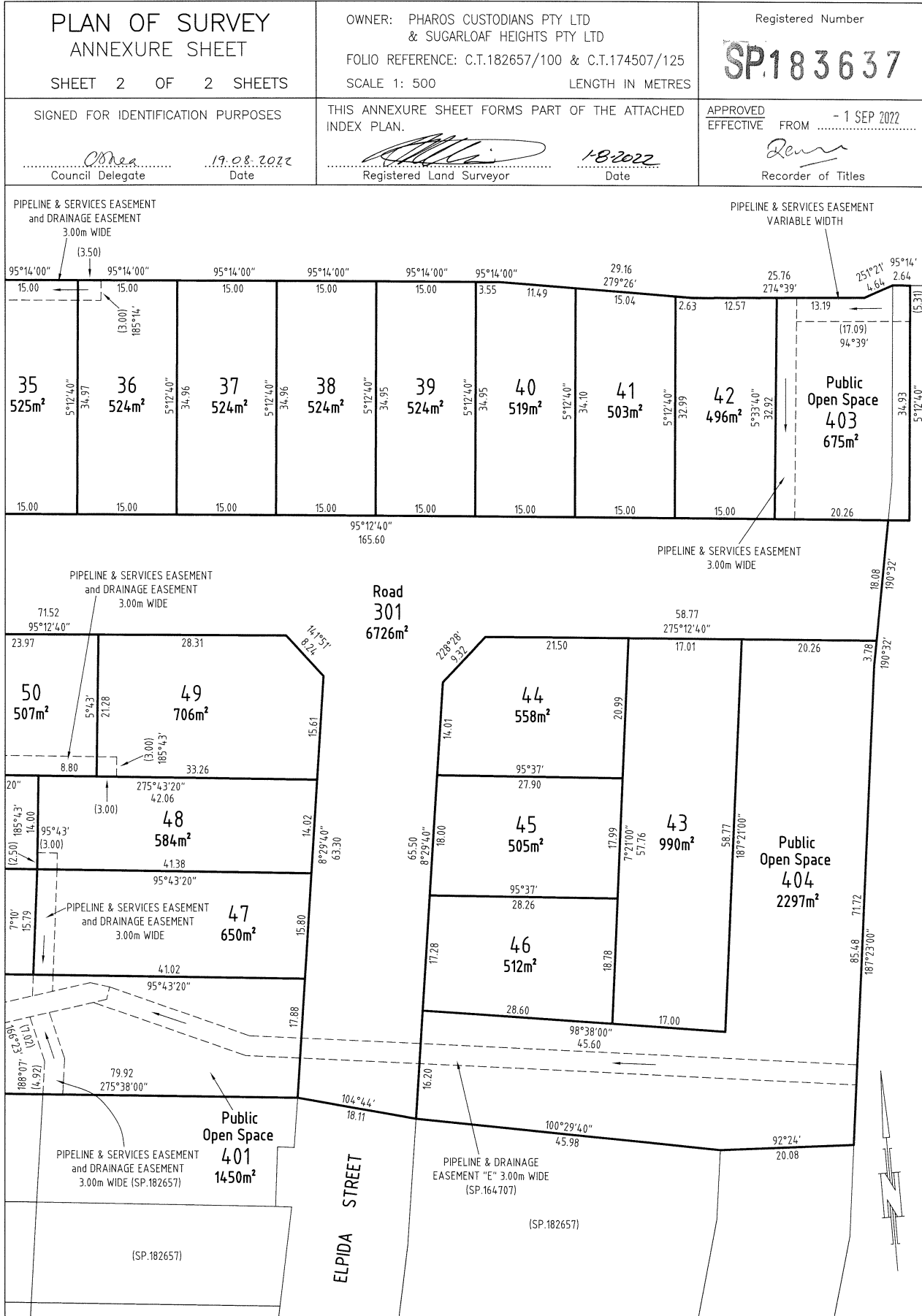
| | | |
|--|--|---|
| OWNER PHAROS CUSTODIANS PTY LTD & SUGARLOAF HEIGHTS PTY LTD | PLAN OF SURVEY BY SURVEYOR ANDREW STEPHEN BIRCH ROGERSON AND BIRCH SURVEYORS UNIT 1 - 2 KENNEDY DRIVE, CAMBRIDGE PARK PH 6248-5898 MOB. 0419-594-966 | Registered Number SP 183637 |
| FOLIO REFERENCE C.T.182657/100 & C.T.174507/125 | | APPROVED EFFECTIVE FROM - 1 SEP 2022 |
| GRANTEE PART OF LOT 31801 (248A-1R-0P) GTD TO FANE CLAUDE CAMPBELL COX | CITY OF CLARENCE | <i>Renner</i> Recorder of Titles |
| SCALE 1: 1000 LENGTHS IN METRES | | |



ASB
Registered Land Surveyor
1-8-2022
Date

Clare Shea
Council Delegate
19.08.2022
Date





SEARCH OF TORRENS TITLE

| | |
|------------------|-------------------------------|
| VOLUME 183637 | FOLIO 301 |
| EDITION 1 | DATE OF ISSUE 01-Sept-2022 |

SEARCH DATE : 17-Dec-2025

SEARCH TIME : 03.34 pm

DESCRIPTION OF LAND

City of CLARENCE
 Lot 301 on Sealed Plan [183637](#)
 Derivation : Part of Lot 31801, 248A-1R-0P Gtd. to Fane Claude
 Campbell Cox
 Prior CT [182657/100](#)

SCHEDULE 1

[M977348](#) TRANSFER to CLARENCE CITY COUNCIL Registered
 01-Sept-2022 at 12.02 pm

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
[SP183637](#) EASEMENTS in Schedule of Easements
[SP183637](#) COVENANTS in Schedule of Easements
[SP183637](#) FENCING COVENANT in Schedule of Easements
[SP182657](#) COVENANTS in Schedule of Easements
[SP164707](#) & [SP182657](#) FENCING PROVISION in Schedule of Easements
[D116543](#) AGREEMENT pursuant to Section 71 of the Land Use
 Planning and Approvals Act 1993 Registered
 25-Feb-2014 at noon

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

| | |
|--|-------------------|
| SCHEDULE OF EASEMENTS | Registered Number |
| NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED. | SP 164707 |

PAGE 1 OF 7 PAGE/S

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

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

Each lot on the plan is subject to:-

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

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

EASEMENTS

Lot 2 is subject to a Right of Carriageway (appurtenant to Lot 1 on Diagram ~~5/8~~ Monmouth, Lot 1 on Diagram 5/9 Monmouth, Lot 1 on Diagram 5/12 Monmouth and Lot 1 on Diagram 39660) over the Right of Way ~~shown on P150969~~. (private) 10.00 wide on the Plan created by and more fully set forth in B305877.

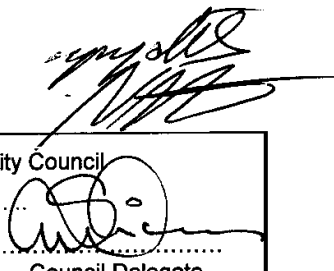
Lot 2 is subject to an Electricity Easement with the benefit of a restriction as to user of land in favour of Transend Networks Pty Ltd over that portion of the Electricity Easement 60.00 wide shown passing through Lot 2 created by and more fully set forth in C781721.

Lot 1 is subject to a Pipeline Easement ^{over} ~~shown as~~ "Pipeline Easement A 2.5 m wide" appurtenant to Lot 2 and Southern Water.

Lot 1 is subject to a Pipeline Easement ^{over} ~~shown as~~ "Pipeline Easement B 2.5 m wide" appurtenant to Lot 2 and Southern Water.

Lot 2 on the Plan is together with a Pipeline Easement over Pipeline Easement 'A' 2.50 wide, Pipeline Easement 'B' 2.50 wide, Pipeline and Drainage Easement 'D' 3.00 wide and Pipeline and Drainage Easement 'E' 3.00 wide on the Plan.

(USE ANNEXURE PAGES FOR CONTINUATION)

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|---|--|
| SUBDIVIDER: Adelphia Custodians Pty Ltd & Pharos Custodians Pty Ltd FOLIO REF: 150969/1 SOLICITOR Wallace Wilkinson & Webster: & REFERENCE: Mr William Justo:49585 | PLAN SEALED BY: Clarence City Council DATE: 16-1-2014 50-2010/19 REF NO.  Council Delegate |
|---|--|

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

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| <p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 2 OF 7 PAGES</p> | <p>Registered Number</p> <p>SP 164707</p> |
| <p>SUBDIVIDER: Adelpia Custodians Pty Ltd & Pharos Custodians Pty Ltd FOLIO REFERENCE: 150969/1</p> | |

Lot 1 is subject to a Right of Drainage ^{over} ~~shown as~~ "Drainage Easement C 3.0m wide" appurtenant to Lot 2 and the Clarence City Council.

Lot 1 is subject to a Pipeline Easement and Right of Drainage ^{over} ~~shown as~~ "Pipeline and Drainage Easement D 3.0m wide" appurtenant to Lot 2, Southern Water and the Clarence City Council.

Lot 1 is subject to a Pipeline Easement and Right of Drainage ^{over} ~~shown as~~ "Pipeline and Drainage Easement E 3.0m wide" appurtenant to Lot 2, Southern Water and the Clarence City Council.

Lot 1 is subject to a Right of Drainage ^{over} ~~shown as~~ "Drainage Easement Variable Width" appurtenant to Lot 2 and the Clarence City Council.

Lots 1 and 2 are subject to an Electricity Infrastructure Easement with the benefit of a restriction as to user of land in favour of Aurora Energy Pty Ltd over that portion of the "Electricity Infrastructure Easement 2.0m wide" shown passing through Lots 1 and 2. on the Plan. and variable width

FENCING PROVISION Lot 2 on the Plan is together with a Right of Drainage over Drainage Easement 'C' 3.00 wide, Pipeline and Drainage Easement 'D' 3.00 wide, Pipeline and Drainage Easement 'E' 3.00 wide and Drainage Easement Variable Width on the Plan.

In respect of each lot shown on the Plan, the Vendors, Adelpia Custodians Pty Ltd and Pharos Custodians Pty Ltd, ^{shall} not be required to fence.

DEFINITIONS

"Southern Water" means the Tasmanian Water and Sewerage Corporation (Southern Region) Pty Limited.

"Pipeline Easement" means the full right and liberty for the owner of the dominant tenement at all times to:

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

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| <p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 3 OF 7 PAGES</p> | <p>Registered Number</p> <p>SP 164707</p> |
| <p>SUBDIVIDER: Adelpia Custodians Pty Ltd & Pharos Custodians Pty Ltd FOLIO REFERENCE: 150969/1</p> | |

- a) enter upon the land marked as PIPELINE EASEMENT on the plan (Pipeline Easement Land) with employees, contractors, agents and all other persons duly authorised by it and with machinery, vehicles, plant and equipment; and
- b) open, break up and excavate the Pipeline Easement Land to lay and maintain on or in the Pipeline Easement Land, sewer pipes, water pipes, valves and fittings for any purposes the owner of the dominant tenement may deem necessary; and
- c) run and pass sewerage and water through and along the same and from time to time to inspect, cleanse, repair and maintain the same and when and where necessary to lay new pipes, valves and fittings in substitution for and in addition to any other pipes, valves and fittings; and
- d) do all necessary works in connection with such activities or as may be authorised by any legislation:-
 - i) without doing unnecessary damage to the Pipeline Easement Land; and
 - ii) leaving the Pipeline Easement Land in a clean and tidy condition.

PROVIDED ALWAYS THAT:

- e) The owner and its successors and assigns (Owner) must not without the written consent of the owner of the dominant tenement first had and obtained and only in compliance with the conditions which form the consent (if any):-
 - i) alter or permit to be altered the ground level of the Pipeline Easement Land;
 - ii) erect or permit to be erected any building, structure, pipeline, paving, tree, shrub or other object on or in the Pipeline Easement Land;

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| <p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 4 OF 7 PAGES</p> | <p>Registered Number</p> <p>SP 164707</p> |
| <p>SUBDIVIDER: Adelpia Custodians Pty Ltd & Pharos Custodians Pty Ltd FOLIO REFERENCE: 150969/1</p> | |

- iii) remove any soil, rock or other matter that supports, protects or covers any works of the owner of the dominant tenement on or in the Pipeline Easement Land;
 - iv) do or permit to be done any manner of thing which shall damage or contribute to damage or be likely to cause or contribute to damage to the sewer pipes, water pipes, valves and fittings laid now or later or constructed in or on the Pipeline Easement Land; or
 - v) in any way prevent or interfere with the proper exercise and benefit of this easement by the owner of the dominant tenement or its employees, contractors, agents and all other persons duly authorised by it.
- f) The owner of the dominant tenement is not required to fence any part of the Pipeline Easement Land.
- g) The Owner shall be at liberty to erect any fence across the Pipeline Easement Land wherever it may reasonably require the same provided that:
- i) The owner of the dominant tenement shall be at liberty to provide in such a fence a gate suitable to its purposes; and
 - ii) The Owner shall provide the owner of the dominant tenement with a key to any lock which would prevent the opening of any gate so provided.
- h) In the event that the Owner causes damage to any sewerage or water pipes, valves or fittings laid, maintained or substituted by the owner of the dominant tenement such that they are required to repair such damage, the Owner shall be liable for the actual costs of the repair of the water pipes, valves and fittings so damaged.



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

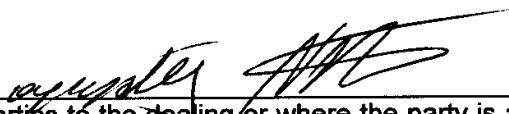
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| <p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 5 OF 7 PAGES</p> | <p>Registered Number</p> <p>SP 164707</p> |
| <p>SUBDIVIDER: Adelpia Custodians Pty Ltd & Pharos Custodians Pty Ltd FOLIO REFERENCE: 150969/1</p> | |

- i) The owner of the dominant tenement shall be at liberty without forfeiting any right of action, damages or otherwise against the Owner to reinstate any alteration to the ground level and to remove from the Pipeline Easement Land any building, structure, pipeline, paving, tree, shrub or other object or replace ant soil, rock or other matter that supported, protected or covered by works of them on or in the Pipeline Easement Land which contravenes the provisions of this easement and shall not be required to replace or remove the same.
- j) The owner of the dominant tenement with employees, contractors, agents and all other persons duly authorised by it and with machinery, vehicles, plant and equipment shall be at liberty to access and enter upon the Pipeline Easement Land for the purposes of this Easement, such access to be from the road frontage or from any gate.
- k) The owner of the dominant tenement shall be permitted to access the Pipeline Easement Land from the adjoining land of the Owner provided that in doing so no damage or inconvenience is caused.
- l) The Owner shall not place any obstruction which would prevent access to the Pipeline Easement Land.

“Corporation” means either Transend Pty Ltd or Aurora Energy Pty Ltd as the context indicates.

ELECTRICITY INFRASTRUCTURE EASEMENT MEANS:

FIRSTLY all the full and free right and liberty for the benefiting Corporation and its successors and its and their servants agents and contractors (hereinafter called “the Corporation”) at all times hereafter:



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

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| <p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 6 OF 7 PAGES</p> | <p>Registered Number</p> <p>SP 164707</p> |
| <p>SUBDIVIDER: Adelpia Custodians Pty Ltd & Pharos Custodians Pty Ltd FOLIO REFERENCE: 150969/1</p> | |

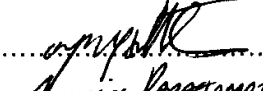
- a) **TO** maintain, lay, erect and install anything used for, or in connection with the generation, transmission or distribution of electricity including power lines (overhead or underground), substations for converting electricity, substations for transforming or controlling electricity and equipment for metering, monitoring or controlling electricity (hereinafter called "electricity infrastructure") of such materials and type as the Corporation may determine above, on or under the land respectively marked "Electricity Infrastructure Easement" on Plan (hereinafter called the "servient land");
- b) **TO** enter into and upon the servient land for the purpose of examining, operating, maintaining, repairing, modifying, adding to or replacing electricity infrastructure without doing unnecessary damage to the said servient land and making good all damage occasioned thereby;
- c) **TO** erect fencing, signs, barriers or other protective structures upon the servient land if in the opinion of the Corporation these are necessary for reasons of safety;
- d) **TO** cause or permit electrical energy to flow or be transmitted or distributed through the said electricity infrastructure;
- e) **TO** enter into and upon the servient land for all or any of the above purposes with or without all necessary plant equipment and machinery and the means of transporting the same and if necessary to cross the remainder of the said land in consultation with the registered proprietor/s for the purpose of access and regress to and from the servient land;
- f) **NOTHING** herein contained shall prevent the registered proprietor/s for themselves and their successors in title from using the servient land **PROVIDED THAT** such use does not derogate from this grant or, in the opinion of the Corporation compromise the safe operation of the Corporation electricity infrastructure located on, above or under the servient land.

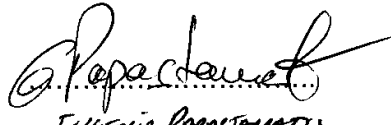
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| <p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 7 OF 7 PAGES</p> | <p>Registered Number</p> <p>SP 164707</p> |
| <p>SUBDIVIDER: Adelpia Custodians Pty Ltd & Pharos Custodians Pty Ltd FOLIO REFERENCE: 150969/1</p> | |

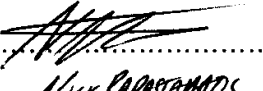
SECONDLY the benefit of a covenant for the Corporation and its successors with the registered proprietor/s for themselves and their successors in title of the servient land not to erect any buildings or place any structures or objects within the said easement without the prior written consent of the Corporation 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 hereinbefore described.

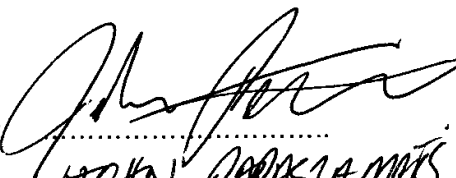
EXECUTED by **PHAROS CUSTODIANS PTY LTD** (ACN 131 759 807) in accordance with section 127 of the *Corporations Act 2001*:

Signature: 
 Name: ANTONIOS PAPASTAMATIS
PLEASE PRINT
Director

Signature: 
 Name: EULENIA PAPASTAMATIS
PLEASE PRINT
Director/Secretary *
* Delete as appropriate

EXECUTED by **ADELPHIA CUSTODIANS PTY LTD** (ACN 131 759 790) in accordance with section 127 of the *Corporations Act 2001*:

Signature: 
 Name: NICK PAPASTAMATIS
PLEASE PRINT
Director

Signature: 
 Name: JOHN PAPASTAMATIS
PLEASE PRINT
Director/Secretary *
* Delete as appropriate

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

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| SCHEDULE OF EASEMENTS | Registered Number |
| NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED. | SP 182657 |

PAGE 1 OF 6 PAGE/S

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 300 is subject to an Electricity Infrastructure Easement with the benefit of a restriction as to use of land in favour of Aurora Energy Pty Ltd over the land marked "Electricity Infrastructure Easement (2.00m Wide and Variable Width)" more fully set forth in Sealed Plan 164707.

Lots 9 to ~~14~~¹³ (inclusive)^{& 100} are each subject to a Pipeline Easement (appurtenant to Lot 2 on SP 164707 and Tasmanian Water and Sewerage Corporation Pty Limited) ^{over the land} marked "Pipeline Easement "A" 2.50m Wide" ^{on the Plan} more fully set forth in Sealed Plan 164707.

Lot 100 is subject to a Right of Drainage ^{(appurtenant to Lot 2 on SP164707 & over the land} in favour of the Clarence City Council marked "Drainage Easement Variable Width" (SP 164707) more fully set forth in Sealed Plan 164707.

Lot 100 is subject to a Pipeline Easement (appurtenant to Lot 2 on SP 164707 and Tasmanian Water and Sewerage Corporation Pty Limited) over the land marked "Pipeline Easement "B" 2.50m wide" (SP164707) more fully set forth in Sealed Plan 164707.
 on the Plan

Lot 100 is subject to a Pipeline Easement and Right of Drainage (appurtenant to Lot 2 On SP 164707 and in favour of Tasmanian Water and Sewerage Corporation Pty Limited and Clarence

(USE ANNEXURE PAGES FOR CONTINUATION)

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| SUBDIVIDER: Pharos Custodians Pty Ltd | PLAN SEALED BY: Clarence City Council |
| FOLIO REF: 168678/1 | DATE: 11 th February 2022 |
| SOLICITOR & REFERENCE: Mr William C Justo: LAM:064115 | REF NO. PDPLAN/MTD-2020/008974 |
| | Council Delegate <i>C. Shea</i> |

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 6 PAGES | Registered Number SP 182657 |
| SUBDIVIDER: Pharos Custodians Pty Ltd FOLIO REFERENCE: 168678/1 | |

City Council) over the land marked "Pipeline and Drainage Easement "D" 3.00m wide" (SP 164707) more fully set forth in Sealed Plan 164707.

Lot 100 is subject to a Pipeline Easement and Right of Drainage (appurtenant to Lot 2 on SP 164707 and in favour of the Tasmanian Water and Sewerage Corporation Pty Limited and Clarence City Council) ^{over the land} marked "Pipeline and Drainage Easement "E" 3.00m wide" (SP164707) more fully set forth in Sealed Plan 164707.

Lots 1, 2, 4, 8, 17, 18, 19, 22, 23 and 100 ("the Lots") are each subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successors and assigns (TasWater) over the land marked "Pipeline and Services Easements and Drainage Easement 3.00m wide" shown on the Plan ("the Easement Land").

Lots 1, 2, 4, 8, 17, 18, 19, 22, 23 and 100 ("the Lots") are each subject to a Right of Drainage over the land marked "Pipeline and Services Easement and Drainage Easement 3.00m wide" in favour of the Clarence City Council.

Lots 9, 10, 11, 12, 13 and 100 ("the Lots") are each subject to a Right of Drainage over the land marked "Pipeline and Services Easement and Drainage Easement 3.50m wide" in favour of the Clarence City Council.

Lots 9, 10, 11, 12, 13 and 100 ("the Lots") are each subject to a Pipeline and Service Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Limited, its successors and assigns ("TasWater") over the land marked "Pipeline and Services Easement and Drainage Easement 3.50m Wide" shown on the Plan ("the Easement Land")

Lot 100 is subject to a right of drainage (appurtenant to Lot 2 on SP164707 & in favour of Clarence City Council) over the land marked Drainage Easement 'C' 3.00 wide (SP164707) shown on the Plan.

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[Handwritten signatures]

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

Recorder of Titles 1 AUG 2022

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| <p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 3 OF 6 PAGES</p> | <p>Registered Number</p> <p>SP 182657</p> |
| <p>SUBDIVIDER: Pharos Custodians Pty Ltd FOLIO REFERENCE: 168678/1</p> | |

Restrictive Covenants

The Owner of each Lot covenants with the Vendor and the owner of each other Lot to the intent that the burden of these covenants may run with and bind the Covenantor's Lot and every part thereof and that the benefit shall be annexed to and devolve with each and every part of every other lot shown on the Plan to observe the following stipulations that:

- (1) they will not construct or allow to be constructed any re-locatable dwelling on any such Lot.
- (2) they will not permit any caravans to be located on such Lot (save and except if a residence has already been erected on the said Lot).
- (3) they will not construct any dwelling on the Lot which exterior exceeds more than 25% colourbond (roof excluded).
- (4) the Vendor reserves the right in relation to any of the restrictive covenants herein to make any Lots on the Plan free and exempt from one or more of the covenants or conditions or waive or alter any covenant as to any Lot on the Plan.

Fencing Provision

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

DEFINITIONS

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

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

- (1) enter and remain upon the Easement Land with or without employees, contractors, agents and all other persons duly authorised by it and with or without machinery, vehicles, plant and equipment;
- (2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;

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

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| <p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 4 OF 6 PAGES</p> | <p>Registered Number</p> <p>SP 182657</p> |
| <p>SUBDIVIDER: Pharos Custodians Pty Ltd FOLIO REFERENCE: 168678/1</p> | |

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

PROVIDED ALWAYS THAT:

- (1) The registered proprietors of the Lot in the folio of the Register ("the Owner") must not without the written consent of TasWater first had and obtained and only in compliance with any conditions which form the consent:
 - (a) alter, excavate, plough, drill or otherwise penetrate the ground level of the Easement Land;
 - (b) install, erect or plant any building, structure, fence, pit, well, footing, pipeline, paving, tree, shrub or other object on or in the Easement Land;
 - (c) remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land;
 - (d) do anything which will or might damage or contribute to damage to any of the Infrastructure on or in the Easement Land;

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| <p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 5 OF 6 PAGES</p> | <p>Registered Number</p> <p>SP 182657</p> |
| <p>SUBDIVIDER: Pharos Custodians Pty Ltd FOLIO REFERENCE: 168678/1</p> | |

- (e) in any way prevent or interfere with the proper exercise and benefit of the Easement Land by TasWater or its employees, contractors, agents and all other persons duly authorised by it; or
 - (f) permit or allow any action which the Owner must not do or acquiesce in that action.
- (2) TasWater is not required to fence any part of the Easement Land.
 - (3) The Owner may erect a fence across the Easement Land at the boundaries of the Lot.
 - (4) The Owner may erect a gate across any part of the Easement Land subject to these conditions:
 - (a) the Owner must provide TasWater with a key to any lock which would prevent the opening of the gate; and
 - (b) if the Owner does not provide TasWater with that key or the key provided does not fit the lock, TasWater may cut the lock from the gate.
 - (5) If the Owner causes damage to any of the Infrastructure, the Owner is liable for the actual cost to TasWater of the repair of the Infrastructure damaged.
 - (6) If the Owner fails to comply with any of the preceding conditions, without forfeiting any right of action, damages or otherwise against the Owner, TasWater may:
 - (a) reinstate the ground level of the Easement Land; or
 - (b) remove from the Easement Land any building, structure, pit, well, footing, pipeline, paving, tree, shrub or other object; or
 - (c) replace anything that supported, protected or covered the Infrastructure.

Interpretation:

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

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

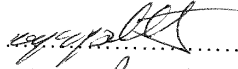
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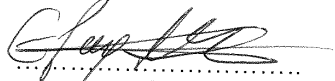
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| ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 6 OF 6 PAGES | Registered Number SP 182657 |
| SUBDIVIDER: Pharos Custodians Pty Ltd FOLIO REFERENCE: 168678/1 | |

- (e) markers or signs indicating the location of the Easement Land, the Infrastructure or any warnings or restrictions with respect to the Easement Land or the Infrastructure;
- (f) anything reasonably required to support, protect or cover any of the Infrastructure;
- (g) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water, or the running of electricity, through the Easement Land or monitoring or managing that activity; and
- (h) where the context permits, any part of the Infrastructure.

EXECUTED by **Pharos Custodians Pty Ltd** (ABN 31 131 759 807) in accordance with section 127 of the *Corporations Act 2001*:

Signature: 
 Name: Antonio Papastamatis
PLEASE PRINT
Director

Signature: 
 Name: Eugenio Papastamatis
PLEASE PRINT
Director/Secretary *
* Delete as appropriate

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

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| SCHEDULE OF EASEMENTS | Registered Number |
| NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED. | SP 183637 |

PAGE 1 OF 7 PAGE/S

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.

* Tasmanian Water and Sewerage Corporation Pty Ltd
 SUB 1782 3105 22

Lots 32 & 400 are each
 * Lot ~~32~~ is subject to a Pipeline Easement (appurtenant to Lot 2 on SP164707 and Tasmanian Water and Sewerage Corporation Pty Ltd) over the land marked "Pipeline Easement "A" 2.50 m wide (SP164707)" on the Plan and more fully set forth in Sealed Plan 164707.

400

* Lot ~~32~~ is subject to a Pipeline Easement (appurtenant to Lot 2 on SP164707 and Tasmanian Water and Sewerage Corporation Pty Ltd) over the land marked "Pipeline Easement "B" 2.50 m wide (SP164707)" on the Plan and more fully set forth in Sealed Plan 164707.

400

* Lots ~~32~~, 301 and 401 are each subject to a Pipeline Easement and Right of Drainage (appurtenant to Lot 2 on SP164707 and in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd and Clarence City Council) over the land marked "Pipeline and Drainage Easement "D" 3.00 m wide (SP16707)" on the Plan and more fully set forth in Sealed Plan 164707.

Lot 400 is subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successors and assigns (TasWater) over the land marked "Pipeline and Services Easement and Drainage Easement 3.50 m wide (S182657)" shown on the Plan (the Easement Land) and more fully set forth in Sealed Plan 182657.

(USE ANNEXURE PAGES FOR CONTINUATION)

| | |
|---|--|
| SUBDIVIDER: Sugarloaf Heights Pty Ltd & Pharos Custodians Pty Ltd & Pharos Custodians Pty Ltd FOLIO REF: 174507/125 & 182657/100 SOLICITOR & REFERENCE: Mr William C Justo:LAM:067776 | PLAN SEALED BY: Clarence City Council DATE: 19 th August 2022 PDR&ANPMTD: 2020/003974 REF NO. C O'Nea Council Delegate Clare Shea |
| <p>NOTE: The Council Delegate must sign the Certificate for the purposes of identification.</p> | |



| | |
|--|--|
| <p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 2 OF 7 PAGES</p> | <p>Registered Number</p> <p>SP 183637</p> |
| <p>SUBDIVIDER: Sugarloaf Heights Pty Ltd & Pharos Custodians Pty Ltd & Pharos Custodians Pty Ltd FOLIO REFERENCE: 174507/125 & 182657/100</p> | |

Lot 400 is subject to a Right of Drainage in favour of the Clarence City Council over the land marked "*Pipeline and Services Easement and Drainage Easement 3.50 m wide*" (SP182657) ~~in favour of the Clarence City Council~~ and more fully set forth in Sealed Plan 182657. shown on the Plan

Lot 400 is subject to a Right of Drainage (appurtenant to Lot 2 on SP164707 and in favour of the Clarence City Council) over the land marked "*Drainage Easement Variable Width*" (SP164707) more fully set forth in Sealed Plan 164707.

Lot 400 is subject to a Right of Drainage (appurtenant to Lot 2 on SP164707 and in favour of the Clarence City Council) over the land marked "*Drainage Easement "C" 3.00 wide (SP164707)*" shown on the Plan and more fully set forth in Sealed Plan 164707.

Lot 401 is subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successor and assigns (TasWater) over the land marked "*Pipeline and Services Easement and Drainage Easement 3.00 m wide (SP182657)*" shown on the Plan (the Easement Land) and more fully set forth in Sealed Plan 182657.

Lot 401 is subject to a Right of Drainage over the land marked "*Pipeline and Services Easement and Drainage Easement (SP182657)*" in favour of the Clarence City Council and more fully set forth in Sealed Plan 182657. ~~3.00 wide~~

Lots 401, 301 and 404 are each subject to a Pipeline Easement and Right of Drainage (appurtenant to Lot 2 on SP164707 and in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd and Clarence City Council) over the land marked "*Pipeline and Drainage Easement "E" 3.00 m wide (SP164707)*" and more fully set forth in Sealed Plan 164707.

~~Lot 125 (the Lot) is subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successors and assigns (TasWater) over~~

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



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| <p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 3 OF 7 PAGES</p> | <p>Registered Number</p> <p>SP183637</p> |
| <p>SUBDIVIDER: Sugarloaf Heights Pty Ltd & Pharos Custodians Pty Ltd & Pharos Custodians Pty Ltd FOLIO REFERENCE: 174507/125 & 182657/100</p> | |

~~the land marked "Pipeline and Services Easement and Drainage Easement 3.00 m wide (SP174507)" shown passing through the Lot on the Plan (the Easement Land) and more fully set forth in Sealed Plan 174507.~~

~~Lot 125 is subject to a Right of Drainage over the "Pipeline and Services Easement and Drainage Easement 3.00 m wide (SP174507)" passing over that Lot in favour of the Clarence City Council and more fully set forth in Sealed Plan 174507.~~

~~Lot 125 is together with a Pipeline Easement over "Pipeline Easement "A" 2.50 wide, Pipeline Easement "B" 2.50 wide, Pipeline and Drainage Easement "D" 3.00 wide, Pipeline and Drainage Easement "E" 3.00 wide" as more fully set forth in Sealed Plan 164707.~~

~~Lot 125 is together with a Right of Drainage over "Drainage Easement "C" 3.00 wide, Pipeline and Drainage Easement "D" 3.00 wide, Pipeline and Drainage Easement "E" 3.00 wide and Drainage Easement (Variable Width)" as more fully set forth in Sealed Plan 164707.~~

Lots 32, 33, 34, 35, 36, 49, 50, 51, 47, 48, 401 (the Lots) are each subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successors and assigns (TasWater) over the land marked "Pipeline and Services Easement and Drainage Easement 3.00 m wide" shown on the Plan (the Easement Land).

Lots 32, 33, 34, 35, 36, 49, 50, 51, 47, 48, 401 (the Lots) are each subject to a Right of Drainage over the land marked "Pipeline and Services Easement and Drainage Easement 3.00 m wide" in favour of the Clarence City Council.

Lot 403 (the Lot) is subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successors and assigns (TasWater) over the land marked "Pipeline and Services Easement 3.00 m wide" shown on the Plan (the Easement Land).

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




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| <p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 4 OF 7 PAGES</p> | <p>Registered Number</p> <p>SP 183637</p> |
| <p>SUBDIVIDER: Sugarloaf Heights Pty Ltd & Pharos Custodians Pty Ltd & Pharos Custodians Pty Ltd FOLIO REFERENCE: 174507/125 & 182657/100</p> | |

Lot 403 (the Lot) is subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, its successors and assigns (TasWater) over the land marked "Pipeline and Services Easement Variable Width" shown on the Plan (the Easement Land).

Covenants

Fencing Covenant

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

Restrictive Covenants

& part of

Lots 32 to 52 (inclusive), 400, 401, 301, 404, 403 are all subject to restrictive covenants more fully set forth in SP182657.

* That part of Lot 403 formerly comprised in Lot 125 on Sealed Plan 174507 is burdened by the restrictive covenants created by Sealed Plans 168081, 172459 & 174507.

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



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| <p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 5 OF 7 PAGES</p> | <p>Registered Number</p> <p>SP183637</p> |
| <p>SUBDIVIDER: Sugarloaf Heights Pty Ltd & Pharos Custodians Pty Ltd & Pharos Custodians Pty Ltd FOLIO REFERENCE: 174507/125 & 182657/100</p> | |

Definitions:

Pipeline and Services Easement is defined as follows:-

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

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

SECONDLY, the benefit of a covenant in gross for TasWater with the registered proprietor/s of the Easement Land and their successors and assigns not to erect any building, or place any structures, objects, vegetation, or remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land, without the prior written consent of TasWater to the

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| <p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 6 OF 7 PAGES</p> | <p>Registered Number</p> <p>SP183637</p> |
| <p>SUBDIVIDER: Sugarloaf Heights Pty Ltd & Pharos Custodians Pty Ltd & Pharos Custodians Pty Ltd FOLIO REFERENCE: 174507/125 & 182657/100</p> | |

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

Interpretation:

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

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

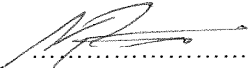
“**TasWater**” means Tasmanian Water & Sewerage Corporation Pty Ltd (ACN 162 220 653), its successors and assigns


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|---|--|
| ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 7 OF 7 PAGES | Registered Number SP 183637 |
| SUBDIVIDER: Sugarloaf Heights Pty Ltd & Pharos Custodians Pty Ltd & Pharos Custodians Pty Ltd FOLIO REFERENCE: 174507/125 & 182657/100 | |

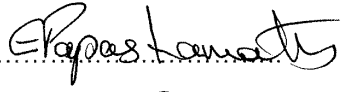
EXECUTED by Sugarloaf Heights Pty Ltd (ACN) in accordance with section 127 of the *Corporations Act 2001*:

Signature: 
 Name: Nikolaos Papastamatis
PLEASE PRINT
Director

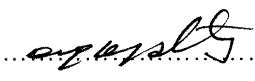
Signature: 
 Name: JOHN PAPA STAMATIS
PLEASE PRINT
Director/Secretary *
* Delete as appropriate

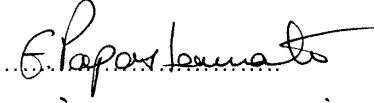
EXECUTED by Pharos Custodians Pty Ltd (CAN 131 759 807) in accordance with section 127 of the *Corporations Act 2001*:

Signature: 
 Name: ANTONIO S PAPA STAMATIS
PLEASE PRINT
Director


Signature: 
 Name: EUGENIA PAPA STAMATIS
PLEASE PRINT
Director/Secretary *
* Delete as appropriate

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

Signature: 
 Name: ANTONIO S PAPA STAMATIS
PLEASE PRINT
Director

Signature: 
 Name: EUGENIA PAPA STAMATIS
PLEASE PRINT
Director/Secretary *
* Delete as appropriate

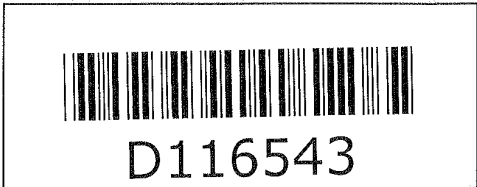
NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.



TASMANIAN LAND TITLES OFFICE

Notification of Agreement
under the

Land Use Planning and Approvals Act 1993
(Section 71)



| DESCRIPTION OF LAND | | | |
|-----------------------|-------|--------|-------|
| Folio of the Register | | | |
| Volume | Folio | Volume | Folio |
| 150969 | 1 | | |

REGISTERED PROPRIETOR:
PHAROS CUSTODIANS PTY LTD and ADELPHIA CUSTODIANS PTY LTD

PLANNING AUTHORITY:
CLARENCE CITY COUNCIL

Dated this 30th day of January, 2014

We **Clarence City Council**
of **38 Bligh Street, Rosny Park**

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

The abovenamed Planning Authority holds the original executed Agreement.

Signed
(on behalf of the Planning Authority)

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

| | |
|---|--|
| <p>Land Titles Office Use Only</p> <p style="text-align: center;">REGISTERED</p> <p style="text-align: center;">25 FEB 2014</p> <p>LUA Version 1</p> <p style="text-align: center;"><i>Olivia Kawa</i></p> <p style="text-align: center;">RECORDED</p> | <p style="text-align: center;">LOTS 1 + 2 ON SP 164707</p> |
|---|--|

THE BACK OF THIS FORM MUST NOT BE USED

Stamp Duty

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

between

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

and

PHAROS CUSTODIANS PTY. LTD. ACN 131 759 807 of 3 Warnerford Street, Hobart, Tasmania and **ADELPHIA CUSTODIANS PTY. LTD ACN 131 759 807** of 3 Warnerford Street, Hobart, Tasmania ("the Owner").

BACKGROUND

- A. The Owner has made an application to Council numbered SD- 2010/9 for development of the Owner's property at 170 Sugarloaf Road, Risdon Vale, Tasmania which is comprised in certificate of title volume 150969 folio 1 ("the Property").
- B. Council has issued a permit dated 21 December 2102 which was later amended on 16 March 2012 and 3 June 2013 ("the Permit") in respect of the Owner's development application.
- C. Condition 9 of the Permit requires that before sealing of the final plan for stage 1 of the development, the Owner must construct a fence along the northern side boundary of the Property ("the Boundary") with the property at 96 Sugarloaf Road ("the Neighbouring Land").
- D. As at the date of this agreement :
 - a. There is an encroachment on the Boundary in the form of a part of a large steel shed ("the Encroachment") built on the Neighbouring Land,
 - b. The Owner has not been able to negotiate removal of the Encroachment with the owner of the Neighbouring Land.
- E. At the request of the Owner this agreement is being entered into to allow sealing of the final plan of stage 1 of the development subject to the assurances to be given by the Owner herein.

SD- 2010/9 170 Sugarloaf Road

2013 3 June 2013

150969

T. Brown Property Officer

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

OPERATIVE PART

1. Interpretation

In this agreement:

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

2. Owner's covenant/s

The Owner covenants with Council that:

- a) Prior to the sealing of the final plan for stage 1 of the development, the Owner will construct the fence required by condition 9 of the Permit up to each point where the Encroachment intersects the Boundary.
- b) If the Encroachment is later physically removed from the Boundary the Owner must, within 90 days of such removal, complete the fence in accordance with condition 9 of the Permit.
- c) If the Owner and the owner of the Neighbouring Land agree to a boundary adjustment to accommodate the Encroachment the Owner must, within 90 days of acceptance of the plan of survey effecting the boundary adjustment, complete a fence around the section of adjusted boundary in accordance with any direction given by and to the satisfaction of Council's Manager Integrated Assessment.

3. Owner's acknowledgements

The Owner acknowledges that:

- a) this agreement is being entered into pursuant to Part 5 of the Act. It may be registered by Council at the Owner's cost on the title of the Property ;
- b) the effect of registration pursuant to the preceding clause will be that the burden and benefit of any covenant contained in this

13/2014/0170 Superleaf Road
 Part 5 Agreement
 Council

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

agreement will run with the Property as if it were a covenant to which section 102 (2) of the Land Titles Act 1980 applies; and

- c) this agreement is enforceable between the parties to it, and any person deriving title under any such party, as if the agreement were entered into by a fee simple owner of land for the benefit of adjacent land held by the Crown in fee simple that was capable of being benefited by the agreement and as if that adjacent land continued to be so held by the Crown.

4. Commencing date and duration

This agreement will:

- take effect on the date it is executed by the parties notwithstanding any delay or failure on the part of the Council in registering it against the title of the Property, and
- continue in full effect until the Owner complies with either of the covenants expressed in clauses 2(b) or 2(c) of this agreement or otherwise by the mutual agreement of the parties.

EXECUTED as an agreement under seal by the parties

on.....16 January.....2014

Executed by PHAROS CUSTODIANS PTY. LTD. ACN 131 759 807

in accordance with section 127(1) of the Corporations Act:

.....*[Signature]*.....
Director / Sole Director, Secretary

ANTONIOS PAPAStAMATIS
.....
(Print name)

.....*[Signature]*.....
Director / Sole Director, Secretary

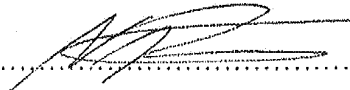
EUGENIA PAPAStAMATIS
.....
(Print name)

NO. 3010/9 170 Sugarloaf Road
Pharos Custodians
YALOWAT

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

Executed by ADELPHIA CUSTODIANS PTY. LTD ACN 131 759 790

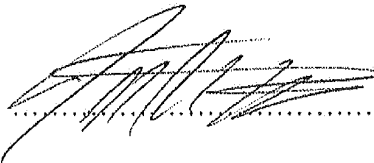
in accordance with section 127(1) of the Corporations Act:


.....

Director / Sole Director, Secretary

NICK PAPAStAMATIS
.....

(Print name)


.....

Director / Sole Director, Secretary

John Papastamatis
.....

(Print name)

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



.....
Stephen Wicks
acting Corporate Secretary

TASMANIAN LAND TITLES OFFICE

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

Section 78



E316389

| DESCRIPTION OF LAND | | | |
|-----------------------|-------|--------|-------|
| Folio of the Register | | | |
| Volume | Folio | Volume | Folio |
| 182657 | 100 | | |

REGISTERED PROPRIETOR:

PHAROS CUSTODIANS PTY LTD

PLANNING AUTHORITY:

I/we CLARENCE CITY COUNCIL
of 38 BLIGH STREET, ROSNY PARK

the abovenamed Planning Authority , certify that the above particulars are correct and that attached is a certified executed copy of the agreement (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 June 2022

Signed: *Clare Shea*
(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

- 1 SEP 2022

RECORDER OF TITLES

THE BACK OF THIS FORM MUST NOT BE USED

LUA
Version 2 (TOLD)

Created 23-Jun-2022 03:10PM

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

This Agreement is made the *26th* day of *June*, 2022

PARTIES

Clarence City Council a body corporate established by the *Local Government Act 1993* (Tas), of 38 Bligh Street, Rosny Park, Tasmania (**Council**)

and

Pharos Custodians Pty Ltd (ACN 131 759 807) of 102 Droughty Point Road, Rokeby Tasmania (**Owner**).

RECITALS

- A. The Owner is the registered proprietor of an estate in fee simple of the Land.
- B. Council is the planning authority under the Act for the purposes of the Planning Scheme.
- C. The Land is subject to the provisions of the Planning Scheme.
- D. The Owner is proposing to subdivide the Land as detailed in the Permit.
- E. It is a condition of the Permit that the Owner is to enter into this agreement with Council pursuant to section 71(1) of the Act.

OPERATIVE PART

1. Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context requires otherwise:

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

Agreement means this Part 5 Agreement.

Approved Subdivision Plan means the Plan approved by Council Permit PDPPAMEND-2021/024523 dated 12 January 2022 ('Staging Plan' reference PAPAA18 10886-22), annexed and marked "A".

Development means the subdivision which is the subject of the Permit.

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

952 085227

Permit means Council planning permit PDPLANPMTD - 2020/008974 approved on 23 November 2020, as amended on 5 March 2021, 12 January 2022, and 28 January 2022.

Planning Scheme means the Tasmanian Planning Scheme - Clarence.

Land means the land situate at 1 Elaia Drive, Risdon Vale in Tasmania, more particularly described in folio of the Register Volume 182657 Folio 100.

Lot means that part of the Land shown as lot 32 on the Approved Subdivision Plan.

1.2. 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 Properties or any part of the Properties from the Owner;
- b. where the Owner comprises more than one person, those persons are jointly and each of them is severally liable under this Agreement;
- 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.

2. Covenants

The Owner covenants with Council that:

Fence

- a. Prior to the sealing of the Lot, the Owner will construct a fence along the boundary of the Lot with Sugarloaf Road required by condition 4 of the Permit (the Fence). The Fence must have a maximum height of 1.8 metres above natural ground level and must contain openings above a height of 1.2 metres which provide 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 the Lot is assigned, the Owner of the Lot is under an obligation to

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

GP 5227

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 4 of the Permit, no direct vehicular access to the Lot may be provided from Sugarloaf Road.

3. 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 3(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.

4. 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

5. 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

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

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TSO *SP 5227*

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, 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.

6. Owner's acknowledgement

The Owner acknowledges that:

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

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adjacent land continued to be so held by the Crown.

7. Registration and costs

- a. *Following the execution of this Agreement Council will register it with the Recorder of Titles.*
- b. The Owner will bear all fees and costs associated with the registration of this Agreement.
- c. The Owner acknowledges that the effect of registration of this Agreement by Council will be that provisions of this Agreement insofar as they bind the Owner will, at law, run with the land and bind all future owners of each Lot without such future owners having to enter into an Agreement in the same terms.

8. Notices

Any notice under this Agreement may be served by delivering, either personally or by registered mail, to the parties addresses as set out in this Agreement or as notified in writing to the parties from time to time.

9. Council powers

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Council as a Planning Authority in any way, including to make a 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.

10. Commencing date and duration

This Agreement will:

- a. take effect on the date it is executed by the Parties notwithstanding any delay or failure on the part of the Council in registering it against the title of the Land; and
- b. continue in full effect until terminated either pursuant to a provision of the Act or by mutual agreement of the parties.

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

JS JP 5227

EXECUTED by the Parties as an agreement under seal

on the 26th day of June 2022

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


.....

Clare Amy Shea


Corporate Secretary


Executed by

Pharos Custodians Pty Ltd (ACN 131 759 807)


by authority of its Directors in accordance with

section 127 of the *Corporations Act 2001*


.....
Director


.....
Director

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

 20 5 22

Clarence
8.0 General Residential
8.6 Development Standards for Subdivision

8.6.1 Lot Design

- A1 All lots comply - Min. 450m²
- (i)- All lots comply - Contain min. area of 10m x 15m w/ gradient < 1:5
- a- All lots comply - All required setbacks
- b- All lots comply - Clear of easements
- (ii)- All existing buildings comply - All required setbacks
- A2- All lots comply - Min. 12m frontage
- A3- All lots comply - vehicular access directly from road

8.6.2 Roads

- A1- Subdivision complies - no new roads

8.6.3 Services

- A1- All lots comply - TasWater Water supply services to be provided
- A2- All lots comply - TasWater Sewerage services to be provided
- A3- All lots comply - Council Stormwater services to be provided



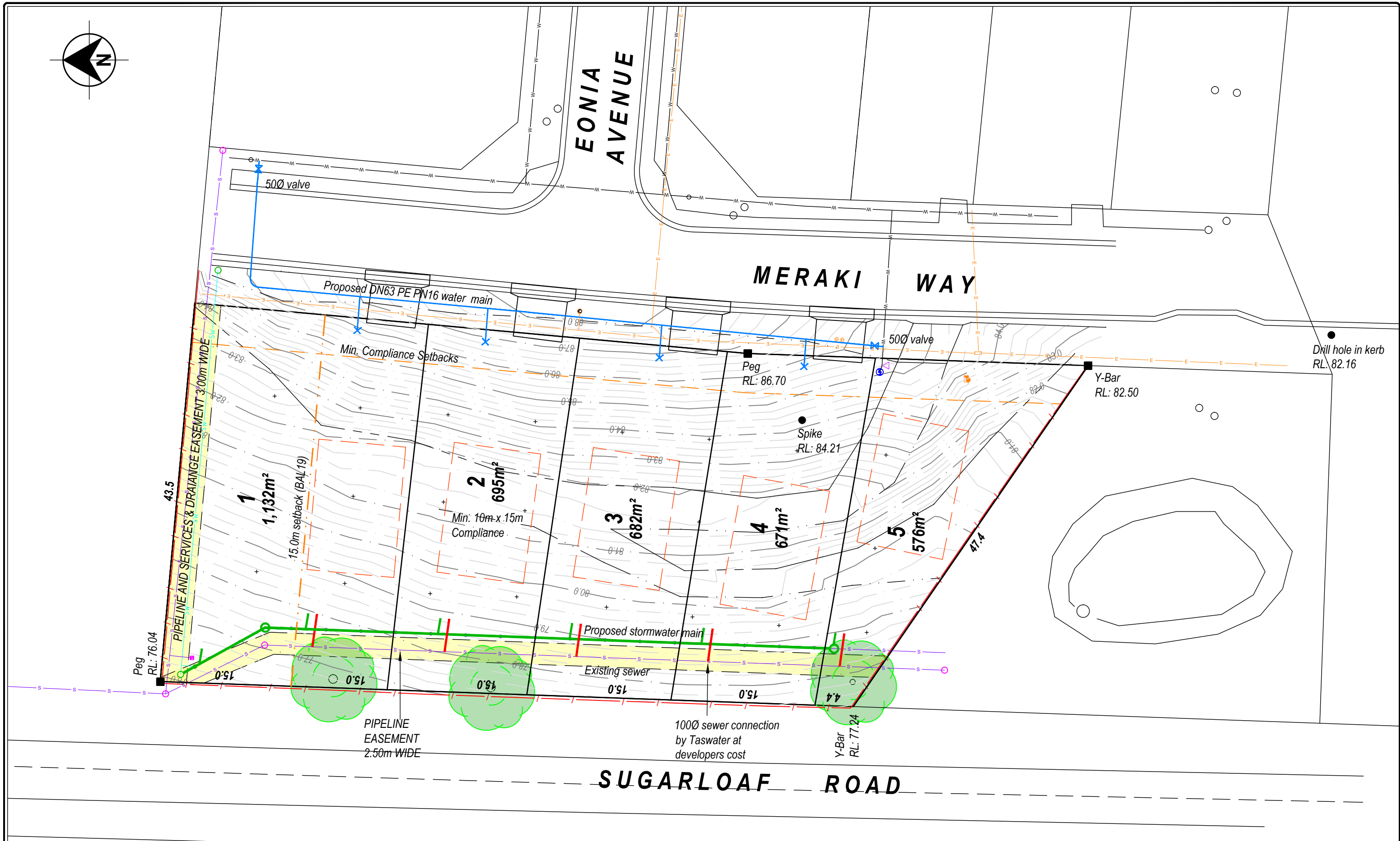
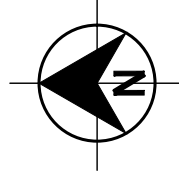
LOCATION PLAN



| REV | AMENDMENTS | DRAWN | DATE | APPR. |
|-----|----------------------------|-------|----------|-------|
| E | | | | |
| D | grade lines added | AB | 26/02/26 | AB |
| C | Update proposed boundaries | LH | 27/10/25 | LH |
| B | Update proposed boundaries | LH | 29/08/25 | LH |
| A | Update proposed boundaries | LH | 28/08/25 | LH |

OWNER: Pharos Custodians Pty Ltd
TITLE REFERENCE: C.T.183637/32
LOCATION: 21 Meraki Way
RISDON VALE

| Proposed Subdivision | | |
|--------------------------|------------------------------------|--|
| Date: 18-8-2025 | Reference: PAPAA31 16273-10 | |
| Scale: 1:400 (A3) | Municipality: Clarence | |



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| Rev No | Revision note | Date | Approved |
|--------|-------------------|-------|----------|
| A | PLANNING APPROVAL | NOV25 | HJP |
| | | | |
| | | | |

POORTENAAR CONSULTING
 ABN 40 672 032 737
 PH 62664708
 hein@poortenaarconsulting.com

| | |
|-------------|----------------------------|
| Client | PHAROS CUSTODIANS |
| Project | 21 MERAKI WAY, RISDON VALE |
| Title | GENERAL ARRANGEMENT |
| Scale | 1:500 |
| Designed By | H.POORTENAAR |
| Date | NOV25 |
| A1 | Drawing No. |
| 25486-01 | Rev |
| A | A |



BUSHFIRE ASSESSMENT REPORT

Proposed Subdivision (5 lots)

Address: 21 Meraki Way, Risdon Vale TAS 7016

Title Reference: C.T.183637/32



Prepared by James Rogerson (of *JR Bushfire Assessments*), Bushfire Hazard Practitioner (BFP-161)

VERSION – 1.1

Date: 27/02/2026



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Disclaimer: The information contained within this report is based on the instructions of AS 3959-2018 the standard states that “Although this Standard is designed to improve the performance of building when subjected to bushfire attack in a designated bushfire-prone area there can be no guarantee that a building will survive a bushfire event of every occasion. This is substantially due to the degree of vegetation management, the unpredictable nature and behaviour of fire and extreme weather conditions.” (Standards Australia Limited, 2011)



INTRODUCTION

1.1 Background

This Bushfire Assessment Report and associated Bushfire Hazard Management Plan (BHMP) has been prepared by James Rogerson of *JR Bushfire Assessments* on behalf of the proponent to form part of supporting documentation for the proposed subdivision of five lots at 21 Meraki Way, Risdon Vale. Under the Tasmanian Planning Scheme – Clarence (TPS) and C13.0 Bushfire-Prone Areas Code it is a requirement that a subdivision application within a bushfire-prone area must accomplish a minimum Bushfire Attack Level (BAL) rating of BAL-19 for all future dwellings on newly formed allotments. This report also includes an associated BHMP which is also a requirement under C13.0.

The proposed development is within a Bushfire-Prone Area overlay and there is bushfire-prone vegetation within 100m from the site. Therefore, this site is within a bushfire-prone area.

1.2 Scope

This Bushfire Report offers an investigation and assessment of the bushfire risk to establish the level of bushfire threat and vulnerability on the land for the purpose of subdivision. This report includes the following:

- A description of the land and adjacent land, and description of the use or development that may be at threat by a bushfire on the subject site.
- Calculates the level of a bushfire threat and offers opinions for bushfire mitigation measures that are consistent with AS3959:2018 and C13.0.
- Subdivision Proposal Plan (Appendix B)
- Bushfire Hazard Management Plan (Appendix C)
- Planning Certificate (Appendix D)

1.3 Scope of BFP Accreditation

I, James Rogerson, am an accredited Bushfire Practitioner (BFP-161) to assess bushfire hazards and endorse BHMP's under the the *Chief Officers Scheme for the Accreditation of Bushfire Hazard Practitioners*. I have successfully completed the *Planning for Bushfire Prone Areas Short Course* at University of Technology Sydney.



1.4 Limitations

The site assessment has been conducted and report written on the understanding that:

- The report only deals with the potential bushfire risk, all other statutory assessments are outside the scope of this report.
- The report only classifies the size, volume and status of the vegetation at the time the site assessment was conducted.
- Impacts on future development and vegetation growth have not been considered in this report. No action or reliance is to be placed on this report, other than which it was commissioned.

1.5 Proposal

The proposal is for the subdivision of the current title C.T.183637/32 into 5 new resultant titles. See proposal plan (Appendix B).

2 PRE-FIELD ASSESSMENT

2.1 Site Details

Table 1

| | |
|--------------------------------------|--|
| Owner Name(s) | Pharos Custodians Pty Ltd |
| Location | 21 Meraki Way, Risdon Vale TAS 7016 |
| Title Reference | C.T.183637/32 |
| Property ID | 9525529 |
| Municipality | Clarence |
| Zoning | 8 – General Residential |
| Planning Overlays | 13 – Bushfire-prone Areas Code, 16 – Safeguarding of Airports Code & 3 Road and Railway Assets Code. |
| Water Supply for Firefighting | The property is serviced by reticulated water. Three hydrants exist within the vicinity of the site. |
| Public Access | Access to the development is off Meraki Way. |
| Fire History | No recorded fires on the LIST. |
| Existing Development | N/A |

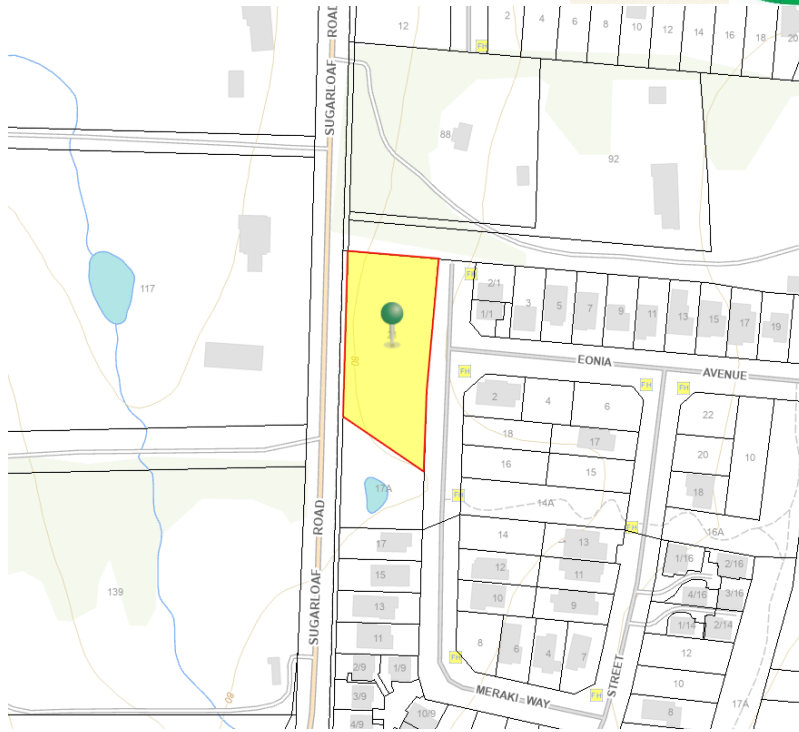


Figure 1 - Location of subject site and nearby hydrants. Source: The LIST, © State of Tasmania

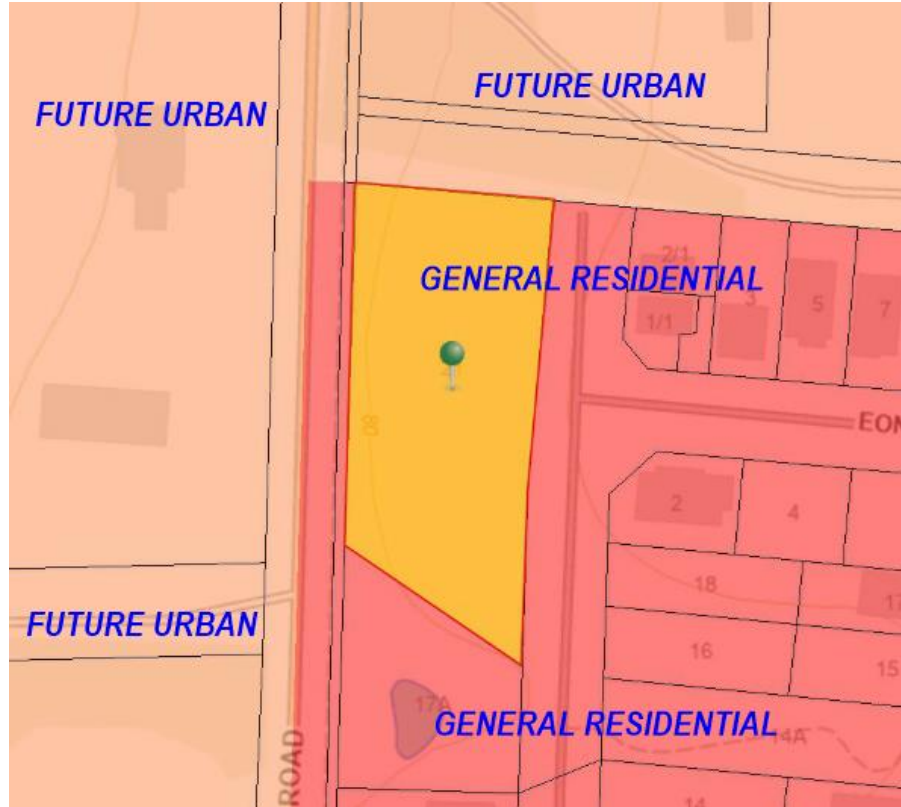


Figure 2 - Planning Scheme Zoning of site and surrounding properties. Source: The LIST, © State of Tasmania

2.2 TASVEG Live

There are 2 classified vegetation communities on the subject site, and the same communities on the surrounding land and parcels. Figure 3 below shows the classified vegetation from TASVEG Live (Source: The LIST).

Please note that TASVEG Live classification does not necessarily reflect ground conditions.

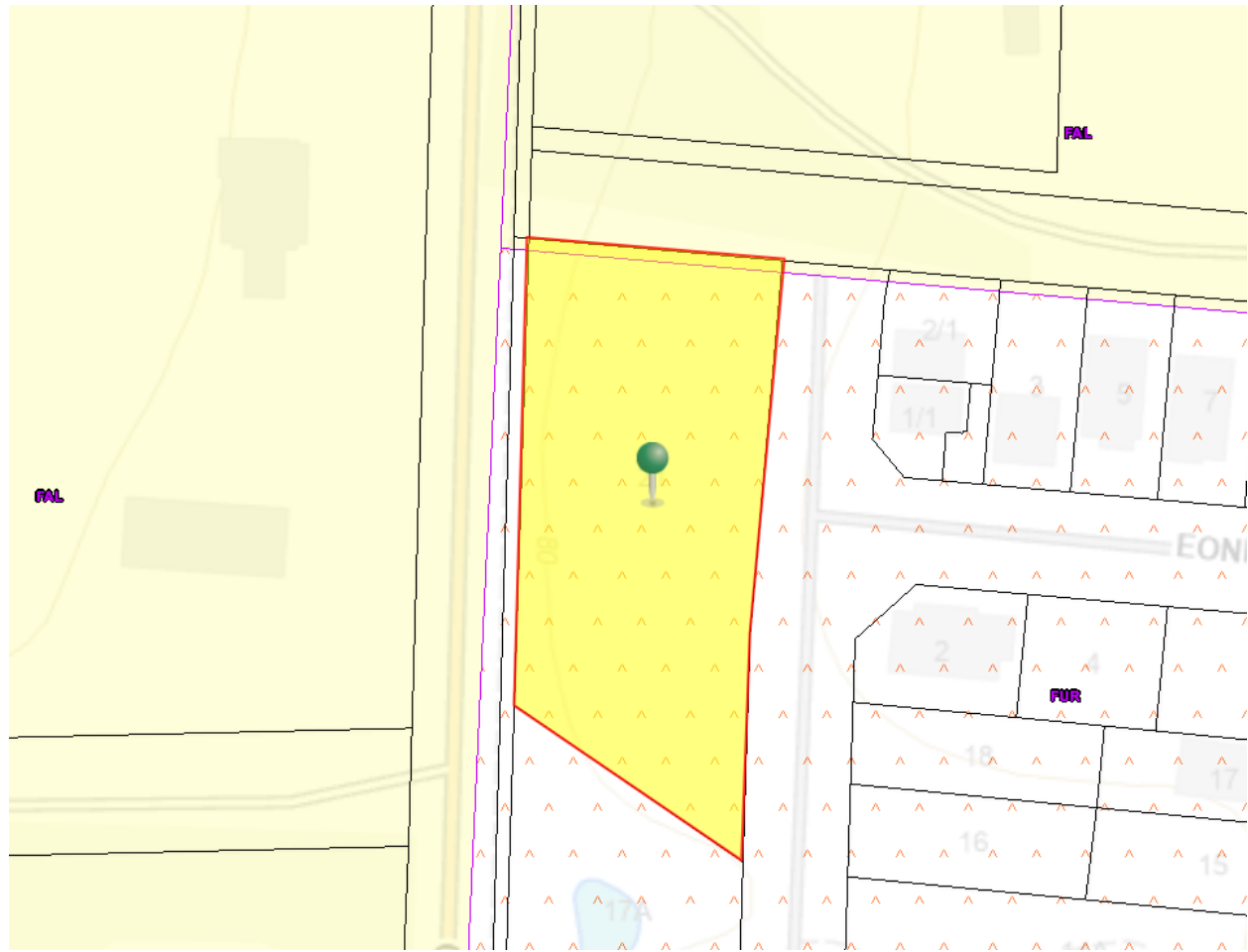


Figure 3 – TASVEG Live communities on subject site and surrounding land. FUR – Urban areas & FAL – Agricultural land



3 SITE ASSESSMENT

The site assessment was conducted by James Rogerson (BFP-161) on the 13th of October 2025.

3.1 Bushfire Hazard Assessment

C13.0 Bushfire Prone Areas Code defines Bushfire-prone areas as follows.

a) Land that is within the boundary of a bushfire-prone area shown on an overlay on a planning scheme map; or

b) Where there is no overlay on a planning scheme map, or where the land is outside the boundary of a bushfire-prone area shown on such map, land that is within 100m of an area of bushfire –prone vegetation equal or greater than 1ha.

The subject site is within a bushfire-prone areas overlay for the TPS, and the subject site is within 100m of an area of bushfire-prone vegetation equal or greater than 1ha. Therefore, this proposed subdivision is within a bushfire-prone area as per the TPS.

For the purposes of the BAL Assessment, vegetation within 100m of the proposed subdivision site was assessed and classified in accordance with AS3959:2018 Simplified Procedure (Method 1) (relevant fire danger index: 50-which applies across Tasmania).

BUSHFIRE THREAT DIRECTION

The Bushfire threat to this development is from the **WOODLAND FUEL** north the property. Additional threats are also from Forest southwest of the property.

Prevailing Winds: The prevailing winds for this site are primarily westerly, north westerly.

3.2 Vegetation and Effective Slope

Vegetation and relevant effective slopes within 100m of the proposed subdivision have been inspected and classified in accordance with AS 3959:2018. Effective Slope refers to the slope of the land underneath the classified bushfire-prone vegetation relative to the building site and not the slope between the vegetation and the building site. The effective slope affects a fires rate of spread and flame length and is an acute aspect of bushfire behaviour.



WITHIN THE TITLE BOUNDARY (BDY) & PROPERTY DESCRIPTION

The property is a medium sized, vacant, General Residential zoned property that is located at the southern area of the suburb of Risdon Vale. The property is part of a recent subdivision and is neighbored by additional lots from that subdivision to the east and south. The property is oriented north - south and is located at the intersection of Meraki Way and Eonia Avenue. The property is surrounded by developed and vacant residential blocks in all aspects. The site is to the east of Sugarloaf Road. The terrain within the property is decent, sloping to the west. The land within the site is rocky with some remnant shrubs and bushes. (See Figure 4 for slopes).

As the land within the property is predominantly rocks and dirt, it is therefore classed as LOW THREAT VEGETATION per Clause 2.2.3.2 (f) of AS3959:2018.

NORTH OF THE TITLE BDY

To the north of the property (across slope) is 88, 92 & 96 Sugarloaf Road. The three properties are developed, existing of Class 1a dwellings, in addition to various Class 10a sheds, landscaped areas and various driveways. The land directly surrounding the dwellings is used as POS and is therefore classed as MANAGED LAND or LOW THREAT VEGETATION per Clause 2.2.3.2 (e)(f) of AS3959:2018. External to the POS is a patch of Eucalyptus that is <10m high, has a foliage cover of <30% and an understory of mainly grass and is therefore classed as GROUP B WOODLAND per Table 2.3 of AS3959:2018.

EAST OF THE TITLE BDY

To the east of the property (upslope) there are various developed and vacant blocks within the same subdivision as the development site. The developed blocks can be all classed as MANAGED LAND per Clause 2.2.3.2 (e)(f) of AS3959:2018. The vacant blocks can all be classed as LOW THREAT VEGETATION per BHAN-01 – see below.

LOW THREAT VEGETATION per Bushfire Hazard Advisory Note No 1 version 3 08/11/2017. (BHAN-01) from the Tasmanian Fire Service (TFS) website.

BHAN-01 states that vegetation may be assumed low threat vegetation if located on land that meets the following criteria:

- a) The land is zoned Inner Residential, General Residential or Village;
- b) The land within any given title has a maximum area of 1,500m²; or
- c) The vegetation is on land that is shown on a bushfire prone areas map, endorsed by the TFS, as not being within a bushfire prone area.



As the subject site meets a & b of the above it is justified that the site is classed as LOW THREAT VEGETATION.

SOUTH OF THE TITLE BDY

To the south of the property (downslope $>0^{\circ}$ - 5° , across slope & upslope) there are various developed and vacant blocks within the same subdivision as the development site. The developed blocks can be all classed as MANAGED LAND per Clause 2.2.3.2 (e)(f) of AS3959:2018. The vacant blocks can all be classed as LOW THREAT VEGETATION per BHAN-01 as per above. Additionally, there is a public open space lot directly to the south of the subject property, which is well maintained and is therefore classed as MANAGED LAND or LOW THREAT VEGETATION per Clause 2.2.3.2 (e)(f) of AS3959:2018.

WEST OF THE TITLE BDY

To the west of the property boundary (downslope $>0^{\circ}$ - 5°) is 117 Sugarloaf Road, which is a medium-sized, developed Future Urban zoned property that consists of a Class 1a dwelling, Class 10a sheds, low-cut lawns, cultivated gardens and an all-weather gravel/concrete driveway. The land directly surrounding the dwellings and sheds is used as POS and is therefore classed as MANAGED LAND or LOW THREAT VEGETATION per Clause 2.2.3.2 (e)(f) of AS3959:2018. The remainder of the property is well maintained with various areas of low-cut lawns, gardens and crops and is therefore classed as LOW THREAT VEGETATION per Clause 2.2.3.2 (e) of AS3959:2018. Additionally, to the west is 127 and 139 Sugarloaf Road. The land within the assessment area here is dense, consisting of long grass and Eucalyptus trees. The grass is classed as GRASSLAND per Table 2.3 of AS3959:2018 and the Eucalyptus are $<10\text{m}$ high, however, the foliage cover is $>30\%$ and the understory consists of smaller trees and shrubs and is therefore classed as GROUP A FOREST per Table 2.3 of AS3959:2018.

Figure 4 below shows the relationship between the subject site and the surrounding vegetation.

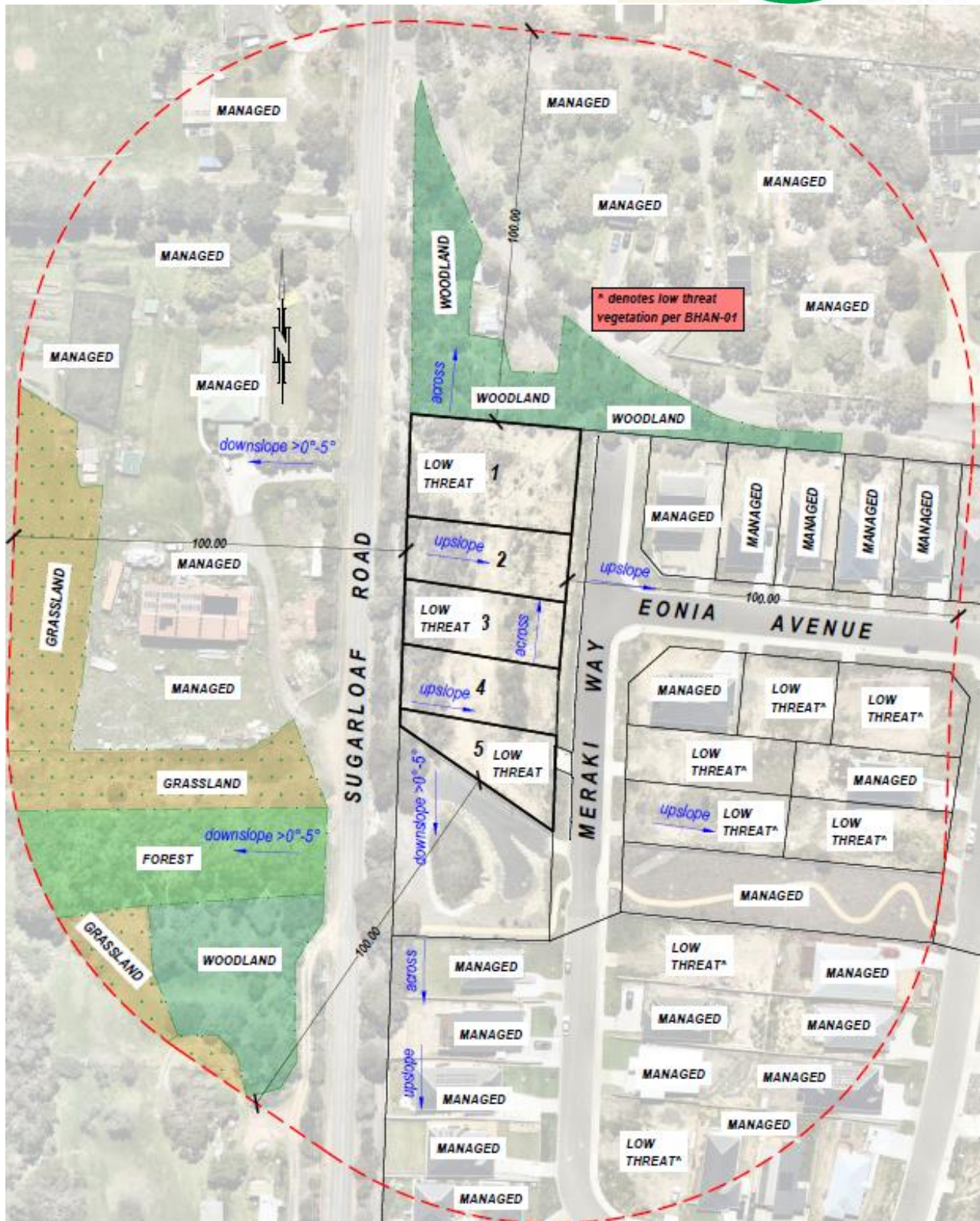


Figure 4 classified vegetation (within 100m of site) and existing separation from bushfire-prone vegetation (not to scale)



3.3 Bushfire Attack Level (BAL)

Table 2 - BAL rating for each lot and required separation distances

| LOT 1 – VACANT (Building Area per Survey Plan) | | | | |
|---|-----------------------------------|--------------------------------------|----------------------------------|--------------------------------------|
| DIRECTION OF SLOPE | N | E | S | W |
| Vegetation Classification | LOW THREAT WOODLAND MANAGED | LOW THREAT LOW THREAT^ MANAGED | LOW THREAT MANAGED | LOW THREAT MANAGED GRASSLAND |
| Existing Horizontal distance to classified vegetation | 8m-95m (B) | N/A | N/A | 92m-100m (G) |
| Effective Slope under vegetation | Across slope | Upslope | Across slope Downslope >0°-5° | Downslope >5°-10° Downslope >0°5° |
| Exemption | | (a) | (a) | >50m to (G) |
| Current BAL value for each side of the site | BAL-40 | BAL-LOW | BAL-LOW | BAL-LOW |
| Separation distances to achieve BAL-19 | 15m | N/A | N/A | N/A |
| Separation distances to achieve BAL-12.5 | 22m | N/A | N/A | N/A |
| Current BAL rating | BAL-40 | | | |

| LOT 2 – VACANT (Building Area per Survey Plan) | | | | |
|---|-----------------------------------|--------------------------------------|----------------------------------|--------------------------------------|
| DIRECTION OF SLOPE | N | E | S | W |
| Vegetation Classification | LOW THREAT WOODLAND MANAGED | LOW THREAT LOW THREAT^ MANAGED | LOW THREAT MANAGED | LOW THREAT MANAGED GRASSLAND |
| Existing Horizontal distance to classified vegetation | 30m-100m (B) | N/A | N/A | 92m-100m (G) |
| Effective Slope under vegetation | Across slope | Upslope | Across slope Downslope >0°-5° | Downslope >5°-10° Downslope >0°5° |
| Exemption | | (a) | (a) | >50m to (G) |
| Current BAL value for each side of the site | BAL-12.5 | BAL-LOW | BAL-LOW | BAL-LOW |
| Separation distances to achieve BAL-19 | 15m | N/A | N/A | N/A |
| Separation distances to achieve BAL-12.5 | 22m | N/A | N/A | N/A |
| Current BAL rating | BAL-12.5 | | | |



| LOT 3 – VACANT (Building Area per Survey Plan) | | | | |
|---|-----------------------------|---------------------------------|---|--------------------------------------|
| DIRECTION OF SLOPE | N | E | S | W |
| Vegetation Classification | LOW THREAT WOODLAND MANAGED | LOW THREAT LOW THREAT^A MANAGED | LOW THREAT MANAGED | LOW THREAT MANAGED GRASSLAND |
| Existing Horizontal distance to classified vegetation | 46m-100m (B) | N/A | N/A | 92m-100m (G) |
| Effective Slope under vegetation | Across slope | Upslope | Across slope Downslope >0°-5° Upslope | Downslope >5°-10° Downslope >0°5° |
| Exemption | | (a) | (a) | >50m to (G) |
| Current BAL value for each side of the site | BAL-12.5 | BAL-LOW | BAL-LOW | BAL-LOW |
| Separation distances to achieve BAL-19 | 15m | N/A | N/A | N/A |
| Separation distances to achieve BAL-12.5 | 22m | N/A | N/A | N/A |
| Current BAL rating | BAL-12.5 | | | |

| LOT 4 – VACANT (Building Area per Survey Plan) | | | | |
|---|-----------------------------|---------------------------------|---|--------------------------------------|
| DIRECTION OF SLOPE | N | E | S | W |
| Vegetation Classification | LOW THREAT WOODLAND MANAGED | LOW THREAT LOW THREAT^A MANAGED | LOW THREAT MANAGED | LOW THREAT MANAGED GRASSLAND |
| Existing Horizontal distance to classified vegetation | 63m-100m (B) | N/A | N/A | 38m-100m (G) |
| Effective Slope under vegetation | Across slope | Upslope | Across slope Downslope >0°-5° Upslope | Downslope >5°-10° Downslope >0°5° |
| Exemption | | (a) | (a) | |
| Current BAL value for each side of the site | BAL-12.5 | BAL-LOW | BAL-LOW | BAL-12.5 |
| Separation distances to achieve BAL-19 | 15m | N/A | N/A | 11m |
| Separation distances to achieve BAL-12.5 | 22m | N/A | N/A | 16m |
| Current BAL rating | BAL-12.5 | | | |



| LOT 5 – VACANT (Building Area per Survey Plan) | | | | |
|---|-----------------------------|--------------------------------|---|--|
| DIRECTION OF SLOPE | N | E | S | W |
| Vegetation Classification | LOW THREAT WOODLAND MANAGED | LOW THREAT LOW THREAT^ MANAGED | LOW THREAT MANAGED | LOW THREAT MANAGED GRASSLAND WOODLAND FOREST |
| Existing Horizontal distance to classified vegetation | 78m-100m (B) | N/A | N/A | 36m-100m (G) 36m-100m (A) 48m-88m (B) |
| Effective Slope under vegetation | Across slope | Upslope | Across slope Downslope >0°-5° Upslope | Downslope >5°-10° Downslope >0°5° |
| Exemption | | (a) | (a) | |
| Current BAL value for each side of the site | BAL-12.5 | BAL-LOW | BAL-LOW | BAL-19 |
| Separation distances to achieve BAL-19 | 15m | N/A | N/A | 27m |
| Separation distances to achieve BAL-12.5 | 22m | N/A | N/A | 38m |
| Current BAL rating | BAL-19 | | | |

3.4 Definition of BAL-LOW

Bushfire Attack Level shall be classified BAL-LOW per Section 2.2.3.2 of AS3959:2018 where the vegetation is one or a combination of any of the following Exemptions:

- a) Vegetation of any type that is more than 100m from the site.
- b) Single areas of vegetation less than 1 hectare in area and not within 100m of other areas of vegetation being classified.
- c) Multiple areas of vegetation less than 0.25 ha in area and not within 20m of the site, or each other.
- d) Strips of vegetation less than 20m in width (measured perpendicular to the elevation exposed to the strip of vegetation) regardless of length and not within 20m of the site or each other, or other areas of vegetation being classified.
- e) Non-vegetated areas, including waterways, roads, footpaths, buildings and rocky outcrops.
- f) Low threat vegetation, including grassland managed in a minimal fuel condition, maintained lawns, golf courses, maintained public reserves and parklands, vineyards, orchards, cultivated gardens, commercial nurseries, nature strips and windbreaks.

NOTE: Minimal fuel condition means there is insufficient fuel available to significantly increase the severity of the bushfire attack (recognizable as short-cropped grass for example, to a nominal height of 100mm).



The BAL level will also be classified as BAL-LOW if Grassland fuel is >50m from the site for any effective slope per Table 2.6 of AS3959:2018.

..^.. denotes low threat vegetation per BHAN-01.

Due to some existing developed and managed land, some separations distances are already achieved.

Where there were multiple fuel classifications and effective slopes, the predominant fuel and slope have been used in the BAL table above.

BAL ratings are as stated below:

| BAL LOW | BAL 12.5 | BAL 19 | BAL 29 | BAL 40 | BAL FZ |
|--|--|--|---|---|--|
| There is insufficient risk to warrant any specific construction requirements, but there is still some risk | Ember attack and radiant heat below 12.5 kW/m ² | Increasing ember attack and windborne debris, radiant heat between 12.5 kW/m ² and 19 kW/m ² | Increasing ember attack and windborne debris, radiant heat between 19kW/m ² and 29 kW/m ² | Increasing ember attack and windborne debris, radiant heat between 29 kW/m ² and 40 kW/m ² . Exposure to flames from fire front likely | Direct Exposure to flames, radiant heat and embers from the fire front |

4 BUSHFIRE PROTECTION MEASURES

4.1 Hazard Management Areas (HMA)

Hazard Management Area as described in the Code *“maintained in a minimal fuel condition and in which there are no other hazards present which will significantly contribute to the spread of a bushfire”*. Also as described from Note 1 of AS3959:2018 Clause 2.2.3.2 *“Minimal fuel condition means there is insufficient fuel available to significantly increase the severity of the bushfire attack (recognizable as short-cropped grass for example, to a nominal height of 100 mm)”*.

Compliance to C13.6.1

The building areas within all lots require a Hazard Management Area (HMA) to be established and maintained between the bushfire vegetation and the area at a distance equal to, or greater than specified for the Bushfire Attack Level in Table 2.6 of AS3959:2018.

Due to the sizes of all lots, the whole of each 5 lots are to be utilized as an HMA.

The HMA for all lots to be implemented prior to occupancy of future habitable dwellings.



Minimum separation distances for each lot are stated below.

| LOT 1 – Separation Distances (Building Area per Survey Plan) | | | | |
|---|----------|----------|----------|----------|
| Aspect | N | E | S | W |
| BAL-19 | 15m | N/A | N/A | N/A |
| BAL-12.5 | 22m | N/A | N/A | N/A |

| LOT 2 – Separation Distances (Building Area per Survey Plan) | | | | |
|---|----------------|----------|----------|----------|
| Aspect | N | E | S | W |
| BAL-19 | 15m (achieved) | N/A | N/A | N/A |
| BAL-12.5 | 22m (achieved) | N/A | N/A | N/A |

| LOT 3 – Separation Distances (Building Area per Survey Plan) | | | | |
|---|----------------|----------|----------|----------|
| Aspect | N | E | S | W |
| BAL-19 | 15m (achieved) | N/A | N/A | 18m |
| BAL-12.5 | 22m (achieved) | N/A | N/A | 26m |

| LOT 4 – Separation Distances (Building Area per Survey Plan) | | | | |
|---|----------------|----------|----------|----------------|
| Aspect | N | E | S | W |
| BAL-19 | 15m (achieved) | N/A | N/A | 11m (achieved) |
| BAL-12.5 | 22m (achieved) | N/A | N/A | 16m (achieved) |

| LOT 5 – Separation Distances (Building Area per Survey Plan) | | | | |
|---|----------------|----------|----------|----------------|
| Aspect | N | E | S | W |
| BAL-19 | 15m (achieved) | N/A | N/A | 27m (achieved) |
| BAL-12.5 | 22m (achieved) | N/A | N/A | 38m |

The Tasmanian Fire Service provides the following advice regarding the implementation and maintenance of Hazard management areas:

- Removing of fallen limbs, sticks, leaf and bark litter
 - Maintaining grass at less than a 100mm height
 - Removing pine bark and other flammable mulch (especially from against buildings)
 - Thinning out understory vegetation to provide horizontal separation between fuels
 - Pruning low-hanging tree branches (<2m from the ground) to provide vertical separation between fuel layers
 - Pruning larger trees to maintain horizontal separation between canopies
 - Minimize the storage of flammable materials such as firewood
 - Maintaining vegetation clearance around vehicular access and water supply points
 - Use of low-flammability species for landscaping purposes where appropriate
 - Clearing out any accumulated leaf and other debris from roof gutters.
- Additional site-specific fuel reduction or management may be required. An effective hazard management area does not require removal of all vegetation. Rather, vegetation must be designed and maintained in a way that limits opportunity for vertical and horizontal fire spread in the vicinity of the building being protected. Retaining some established trees can even be beneficial in terms of protecting the building from wind and ember attack

4.2 Public and Fire Fighting Access

Public Access

The proposed development fronts Meraki Way. The road is a public road; it is bitumen sealed and is maintained by the Council. Meraki Way has a nominal carriageway width of 8m. No upgrades are required to the public road, and the public road complies with public access road requirements.

Property Access

Current Conditions:

All lots

At present, only Lot 5 is serviced by an existing concrete driveway apron, running off Meraki Way.



Figure 5 – Existing concrete apron into Lot 5

Compliance to C13.6.2

All lots

Access to all lots is and will be <30m and access isn't required for a fire appliance. Therefore, there are no design and construction requirements, and all lots will comply with the Acceptable Solution A1 and C13.6.2.

4.3 Water Supply for Fire Fighting

Current Conditions:

Site assessment confirmed the development is serviced by reticulated water. Three hydrants exist in the road reserve east of the property on the opposite side of the road.



Figure 6 – Existing hydrant (at intersection of Meraki Way & Eonia Avenue)

Compliance to C13.6.3

All lots

All lots are within 120m (hose lay) of a hydrant and are therefore compliant with C13.6.3 A1 (b) and Table C13.4.

4.4 Construction Standards

Future habitable dwellings within the specified building areas on each lot must be designed and constructed to the minimum BAL ratings specified in the BHMP (Appendix C) and to BAL construction standards in accordance with AS3959:2018 or subsequent edition as applicable at the time of building approval.

Future Class 10a buildings within 6m of a Class 1a dwelling/building must be constructed to the same BAL as the dwelling or provide fire separation in accordance with Clause 3.2.3 of AS3959:2018



5 STATUTORY COMPLIANCE

The applicable bushfire requirements are specified in State Planning Provisions C13.0 – Bushfire-Prone Areas Code.

| Clause | Compliance |
|--|--|
| C13.4 Use or development exempt from this code | N/A |
| C13.5 Use Standards | |
| C13.5.1 Vulnerable Uses | N/A |
| C13.5.2 Hazardous Uses | N/A |
| C13.6 Development Standards for Subdivision | |
| C13.6.1 Provision of Hazard Management Areas. | <p>To comply with the Acceptable Solution A1, the proposed plan of subdivision must;</p> <ul style="list-style-type: none"> • Show building areas for each lot; and • Show hazard management areas between these building areas and that of the bushfire vegetation with the separation distances required for BAL 19 in Table 2.6 of <i>Australian Standard AS 3959:2018 Construction of buildings in bushfire-prone areas.</i> <p>The BHMP demonstrates that both lots can accommodate a minimum BAL rating of BAL-19 or BAL-12.5 for Lot 1 and BAL-19 for Lot 2. The HMAs for both lots to be implemented prior to occupancy of future habitable dwellings.</p> <p>Subject to the compliance with the BHMP the proposal will satisfy the Acceptable Solution C13.6.1(A1)</p> |
| C13.6.2 Public and firefighting access; A1 | <p>The BHMP (through reference to section 4 of this report) specifies requirements for private accesses are consistent with Table C13.2. Both lots do not require design or construction requirements, therefore, the proposal satisfies the Acceptable Solution C13.6.2(A1).</p> |
| C13.6.3 A2 Provision of water supply for firefighting purposes. | <p>The building areas within both lots are within 120m (hose lay) of a hydrant. Therefore, compliant with C.13.6.3.</p> <p>Subject to the compliance with the BHMP the proposal satisfies the Acceptable Solution C13.6.3</p> |



6 CONCLUSION & RECOMMENDATIONS

The proposed subdivision is endorsed that each lot can meet the requirements of Tasmanian Planning Scheme – Clarence and C13.0 Bushfire-prone Areas Code for a maximum BAL rating of **BAL-19 for Lot 1, BAL-12.5 for lots 2, 3 & 4 and either BAL-19 or BAL-12.5 for Lot 5.** Providing compliance with measures outlined in the BHMP (Appendix C) and sections 4 & 5 of this report.

Recommendations:

- The HMAs within all lots to be implemented prior to occupancy of future habitable dwellings per section 4.1 of this report and the BHMP (Appendix C).
- Clarence Council condition the planning approval on the compliance with the BHMP (as per Appendix C).

7 REFERENCES

Department of Primary Industries and Water, The LIST, viewed October/November 2025, www.thelist.tas.gov.au

Standards Australia, 2018, *AS 3959:2018 – Construction of buildings in bushfire-prone areas*, Standards Australia, Sydney.

Tasmanian Planning Commission, 2015, *Tasmanian Planning Scheme – Clarence* viewed October/November 2025, www.iplan.tas.gov.au

Building Act 2016. The State of Tasmania Department of Premier and Cabinet. <https://www.legislation.tas.gov.au/view/html/inforce/current/act-2016-025>

Building Regulations 2016. The State of Tasmania Department of Premier and Cabinet. <https://www.legislation.tas.gov.au/view/html/inforce/current/sr-2016-110>

8 APPENDIX A – SITE PHOTOS



Figure 7 – Low threat vegetation within the development, view facing N,NE



Figure 8 – Woodland fuel north of the development, view facing N



Figure 9 – Grassland fuel SW of the development, view facing W



Figure 10 – Existing dwellings, managed land, low threat veg (BHAN-01) S, SE of the development, view facing SE



Figure 11 – Forest fuel SW of the development, view facing SW



Figure 12 – Low threat vegetation within the development, view facing W, SW



9 APPENDIX B – SUBDIVISION PROPOSAL PLAN

Clarence
8.0 General Residential
8.6 Development Standards for Subdivision

8.6.1 Lot Design

- A1
(a)- All lots comply - Min. 450m²
(i)- All lots comply - Contain min. area of 10m x 15m w/ gradient < 1:5
a- All lots comply - All required setbacks
b- All lots comply - Clear of easements
(ii)- All existing buildings comply - All required setbacks
- A2- All lots comply - Min. 12m frontage
- A3- All lots comply - vehicular access directly from road

8.6.2 Roads

- A1- Subdivision complies - no new roads

8.6.3 Services

- A1- All lots comply - TasWater Water supply services to be provided
A2- All lots comply - TasWater Sewerage services to be provided
A3- All lots comply - Council Stormwater services to be provided



LOCATION PLAN



| REV | AMENDMENTS | DRAWN | DATE | APPR. |
|-----|----------------------------|-------|----------|-------|
| E | | | | |
| D | grade lines added | AB | 26/02/26 | AB |
| C | Update proposed boundaries | LH | 27/10/25 | LH |
| B | Update proposed boundaries | LH | 29/08/25 | LH |
| A | Update proposed boundaries | LH | 28/08/25 | LH |

OWNER: Pharos Custodians Pty Ltd
TITLE REFERENCE: C.T.183637/32
LOCATION: 21 Meraki Way
RISDON VALE

| Proposed Subdivision | | |
|-----------------------------|-----------------------------------|--|
| Date: 18-8-2025 | Reference: PAPA31 16273-10 | |
| Scale: 1:400 (A3) | Municipality: Clarence | |



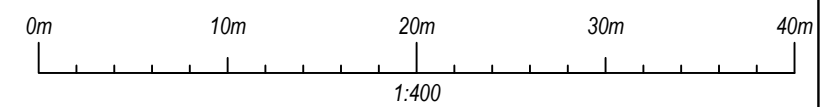
10 APPENDIX C – BUSHFIRE HAZARD MANAGEMENT PLAN

BAL rating for Lot 1 is BAL-19
BAL rating for lots 2, 3 & 4 is BAL-12.5
BAL rating for Lot 5 is either BAL-19 or BAL-12.5

- HMA for all lots to be implemented prior to occupancy of future habitable dwellings.
- Building areas do not include zoning setbacks.

LEGEND

- HAZARD MANAGEMENT AREA
- BUILDING AREA BAL-12.5
- BUILDING AREA BAL-19
- FIRE HYDRANT



ROGERSON & BIRCH SURVEYORS
 UNIT 1, 2 KENNEDY DRIVE
 CAMBRIDGE 7170
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 EMAIL: admin@blcsurveyors.com.au
 WEB: www.rbsurveyors.com

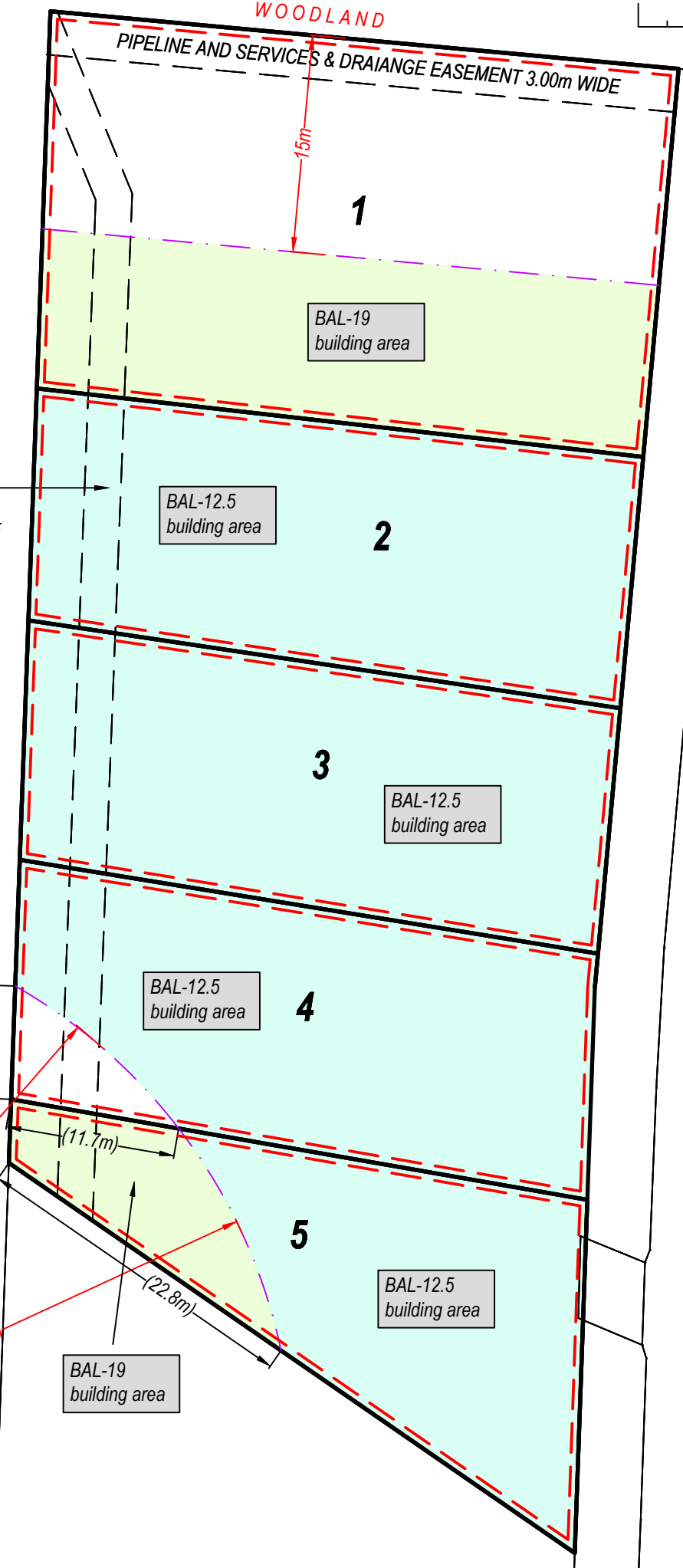
BUSHFIRE HAZARD MANAGEMENT PLAN

| | |
|-------------------|-------------------------------------|
| LOCATION: | 21 Meraki Way, Risdon Vale TAS 7016 |
| TITLE REFERENCE: | C.T.183637/32 |
| PROPERTY ID: | 9525529 |
| MUNICIPALITY: | Clarence |
| DATE: | 11th of November 2025 (v1.1) |
| SCALE: 1:400 @ A3 | REFERENCE: PAPAA31 |

- REQUIREMENTS**
- HAZARD MANAGEMENT AREAS (HMA)**
 - HMA to be established to distances indicated on this plan and as set out in Section 4.1 of the Bushfire Hazard Report. Vegetation in the HMA needs to be strategically modified and then maintained in a low fuel state to protect future dwellings from direct flame contact and intense radiant heat. An annual inspection and maintenance of the HMA should be conducted prior to the bushfire season. All grasses or pastures must be kept short (<100 mm) within the HMA. Fine fuel loads at ground level such as leaves, litter and wood piles must be minimal to reduce the quantity of wind borne sparks and embers reaching buildings; and to halt or check direct flame attack.
 - Some trees can be retained provided there is horizontal separation between the canopies; and low branches are removed to create vertical separation between the ground and the canopy. Small clumps of established trees and/or shrubs may act to trap embers and reduce wind speeds.
 - No trees to overhang houses to prevent branches or leaves from falling on the building.
 - Non-combustible elements including driveways, paths and short cropped lawns are recommended within the HMA.
 - Fine fuels (leaves bark, twigs) should be removed from the ground periodically (pre-fire season) and all grasses or pastures must be kept short (<100 mm).
 - CONSTRUCTION STANDARDS**
 - Future dwellings within the specified building areas to be designed and constructed to BAL ratings shown on this plan in accordance with AS3959:2018 at the time of building approval
 - Future outbuildings within 6m of a class 1a dwelling must be constructed to the same BAL as the dwelling or provide fire separation in accordance with Clause 3.2.3 of AS3959:2018.
 - PUBLIC AND FIRE-FIGHTING ACCESS REQUIREMENTS**
 - Access to all lots must comply with the design and construction requirements specified in Section 4.2 of the Bush Fire Report.
 - RETICULATED & STATIC WATER SUPPLY**
 - The reticulated & static water supply must be;
 - Consistent with the specifications outlined in section 4.3 of the Bushfire Report.

This plan is to be read in conjunction with the preceding *Bushfire Assessment Report "Proposed Subdivision (5 lots) 21 Meraki Way, Risdon Vale" dated 28/10/2025.*

JAMES ROGERSON
 BFP-161
 PHONE: 0488 372 283
 EMAIL: jr.bushfireassessments@gmail.com



BHMP BY JAMES ROGERSON
 ACCREDITED BUSHFIRE PRACTITIONER (BFP-161), scopes: 1, 2 & 3B



11 APPENDIX D – PLANNING CERTIFICATE

BUSHFIRE-PRONE AREAS CODE

CERTIFICATE¹ UNDER S51(2)(d) *LAND USE PLANNING AND APPROVALS ACT 1993*

1. Land to which certificate applies

The subject site includes property that is proposed for use and development and includes all properties upon which works are proposed for bushfire protection purposes.

Street address:

21 Meraki Way, Risdon Vale TAS 7016

Certificate of Title / PID:

C.T.183637/32 / 9525529

2. Proposed Use or Development

Description of proposed Use and Development:

SUBDIVISION (5 LOTS) OF C.T.183637/32

Applicable Planning Scheme:

Tasmanian Planning Scheme - Clarence

3. Documents relied upon

This certificate relates to the following documents:

| Title | Author | Date | Version |
|---|---|------------|-----------------|
| SUBDIVISION PROPOSAL PLAN | ROGERSON & BIRCH SURVEYORS | 18/08/2025 | RevD 26-2-26 |
| BUSHFIRE HAZARD REPORT – 21 MERAKI WAY, RISDON VALE | JAMES ROGERSON – JR BUSHFIRE ASSESSMENTS | 27/02/2026 | 1.1 |
| BUSHFIRE HAZARD MANGAEMENT PLAN– 21 MERAKI WAY, RISDON VALE | JAMES ROGERSON – JR BUSHFIRE ASSESSMENTS | 11/11/2025 | 1.0 |
| | | | |

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

4. Nature of Certificate

The following requirements are applicable to the proposed use and development:

| <input type="checkbox"/> E1.4 / C13.4 – Use or development exempt from this Code | |
|---|------------------------|
| Compliance test | Compliance Requirement |
| <input type="checkbox"/> E1.4(a) / C13.4.1(a) | |

| <input type="checkbox"/> E1.5.1 / C13.5.1 – Vulnerable Uses | |
|--|---|
| Acceptable Solution | Compliance Requirement |
| <input type="checkbox"/> E1.5.1 P1 / C13.5.1 P1 | <i>Planning authority discretion required. A proposal cannot be certified as compliant with P1.</i> |
| <input type="checkbox"/> E1.5.1 A2 / C13.5.1 A2 | |
| <input type="checkbox"/> E1.5.1 A3 / C13.5.1 A2 | |

| <input type="checkbox"/> E1.5.2 / C13.5.2 – Hazardous Uses | |
|---|---|
| Acceptable Solution | Compliance Requirement |
| <input type="checkbox"/> E1.5.2 P1 / C13.5.2 P1 | <i>Planning authority discretion required. A proposal cannot be certified as compliant with P1.</i> |
| <input type="checkbox"/> E1.5.2 A2 / C13.5.2 A2 | |
| <input type="checkbox"/> E1.5.2 A3 / C13.5.2 A3 | |

| <input type="checkbox"/> E1.6.1 / C13.6.1 Subdivision: Provision of hazard management areas | |
|--|---|
| Acceptable Solution | Compliance Requirement |
| <input type="checkbox"/> E1.6.1 P1 / C13.6.1 P1 | <i>Planning authority discretion required. A proposal cannot be certified as compliant with P1.</i> |
| <input type="checkbox"/> E1.6.1 A1 (a) / C13.6.1 A1(a) | |
| <input checked="" type="checkbox"/> E1.6.1 A1 (b) / C13.6.1 A1(b) | Provides BAL-19 for all lots (including any lot designated as 'balance') |

| | | |
|--------------------------|------------------------------|--|
| <input type="checkbox"/> | E1.6.1 A1(c) / C13.6.1 A1(c) | |
|--------------------------|------------------------------|--|

| | | |
|-------------------------------------|--|--------------------------------------|
| <input type="checkbox"/> | E1.6.2 / C13.6.2 Subdivision: Public and fire fighting access | |
| | Acceptable Solution | Compliance Requirement |
| <input type="checkbox"/> | E1.6.2 P1 / C13.6.2 P1 | |
| <input type="checkbox"/> | E1.6.2 A1 (a) / C13.6.2 A1 (a) | |
| <input checked="" type="checkbox"/> | E1.6.2 A1 (b) / C13.6.2 A1 (b) | Access complies with relevant Tables |

| | | |
|-------------------------------------|---|--|
| <input type="checkbox"/> | E1.6.3 / C13.1.6.3 Subdivision: Provision of water supply for fire fighting purposes | |
| | Acceptable Solution | Compliance Requirement |
| <input type="checkbox"/> | E1.6.3 A1 (a) / C13.6.3 A1 (a) | |
| <input checked="" type="checkbox"/> | E1.6.3 A1 (b) / C13.6.3 A1 (b) | Reticulated water supply complies with the relevant Table. |
| <input type="checkbox"/> | E1.6.3 A1 (c) / C13.6.3 A1 (c) | |
| <input type="checkbox"/> | E1.6.3 A2 (a) / C13.6.3 A2 (a) | |
| <input type="checkbox"/> | E1.6.3 A2 (b) / C13.6.3 A2 (b) | |
| <input type="checkbox"/> | E1.6.3 A2 (c) / C13.6.3 A2 (c) | |

5. Bushfire Hazard Practitioner

Name:

JAMES ROGERSON

Phone No:

0488372283

Postal
Address:

UNIT 1-2 KENNEDY DRIVE,
CAMBRIDGE PARK

Email
Address:

JR.BUSHFIREASSESSMENTS@G
MAIL.COM

Accreditation No:

BFP – 161

Scope:

1, 2, 3B

6. Certification

I certify that in accordance with the authority given under Part 4A of the *Fire Service Act 1979* that the proposed use and development:

- Is exempt from the requirement Bushfire-Prone Areas Code because, having regard to the objective of all applicable standards in the Code, there is considered to be an insufficient increase in risk to the use or development from bushfire to warrant any specific bushfire protection measures, 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 compliant with the relevant **Acceptable Solutions** identified in Section 4 of this Certificate for lot 3.

Signed:
certifier



Name:

JAMES ROGERSON

Date:

27/2/2026

Certificate
Number:

161

(for Practitioner Use only)