



## **DEVELOPMENT APPLICATION**

**PDPLANPMTD-2024/046417**

**PROPOSAL:** Vehicle fuel sales & service (Service station), Storage (Four warehouses) & signage

**LOCATION:** 1106 Cambridge Road, Cambridge (with access over 1102 Cambridge Road and adjacent road reserve)

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

**ADVERTISING EXPIRY DATE:** 08 September 2025

The relevant plans and documents can be inspected at the Council offices, 38 Bligh Street, Rosny Park, during normal office hours until 08 September 2025. In addition to legislative requirements, plans and documents can also be viewed at [www.ccc.tas.gov.au](http://www.ccc.tas.gov.au) during these times.

Any person may make representations about the application to the Chief Executive Officer, by writing to PO Box 96, Rosny Park, 7018 or by electronic mail to [clarence@ccc.tas.gov.au](mailto:clarence@ccc.tas.gov.au). Representations must be received by Council on or before 08 September 2025.

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

Any personal information submitted is covered by Council's privacy policy, available at [www.ccc.tas.gov.au](http://www.ccc.tas.gov.au) or at the Council offices.

# Clarence City Council



## APPLICATION FOR DEVELOPMENT / USE OR SUBDIVISION

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

Proposal:

Location:

Current Owners/s:

Applicant:

**Personal Information Removed**

Tax Invoice for application fees to be in the name of (if different from applicant)

Estimated cost of development

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 a Council Officer, please give their name

na

Current Use of Site:

refer to planning report

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. Where the application is submitted under Section 43A, the owner's consent is attached.*
- *I declare that the information in this declaration is true and correct.*

Acknowledgement:

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

Applicant's  
Signature:

**Personal Information Removed**

**PLEASE REFER TO THE DEVELOPMENT/USE AND SUBDIVISION CHECKLIST  
ON THE FOLLOWING PAGES TO DETERMINE WHAT DOCUMENTATION MUST  
BE SUBMITTED WITH YOUR APPLICATION.**

Documentation required:

### 1. **MANDATORY DOCUMENTATION**

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

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

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

### 2. **ADDITIONAL DOCUMENTATION**

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

- Site analysis plan and site plan**, including where relevant:
  - *Existing and proposed use(s) on site.*
  - *Boundaries and dimensions of the site.*
  - *Topography, including contours showing AHD levels and major site features.*
  - *Natural drainage lines, watercourses and wetlands on or adjacent to the site.*
  - *Soil type.*
  - *Vegetation types and distribution, and trees and vegetation to be removed.*
  - *Location and capacity of any existing services or easements on/to the site.*
  - *Existing pedestrian and vehicle access to the site.*
  - *Location of existing and proposed buildings on the site.*
  - *Location of existing adjoining properties, adjacent buildings and their uses.*
  - *Any natural hazards that may affect use or development on the site.*
  - *Proposed roads, driveways, car parking areas and footpaths within the site.*
  - *Any proposed open space, communal space, or facilities on the site.*
  - *Main utility service connection points and easements.*
  - *Proposed subdivision lot boundaries.*

# Clarence City Council

## DEVELOPMENT/USE OR SUBDIVISION CHECKLIST



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



# PROPOSED COMMERCIAL DEVELOPMENT

1106 Cambridge Road,  
CAMBRIDGE TAS 7170

DRAWING LIST		
DWG NO.	DRAWING NAME	REV. NO.
TP0.00	COVER PAGE	J
TP1.01	EXISTING / DEMO PLAN	J
TP1.02	PROPOSED SITE PLAN	J
TP2.01	FUEL STATION ELEVATIONS	G
TP3.01	WAREHOUSE ELEVATIONS	G
TP4.01	3D PERSPECTIVE VIEWS 1	B
TP4.02	3D PERSPECTIVE VIEWS 2	B
TP5.00	PROPOSED LANDSCAPE PLAN	J

**GROSS BUILDING AREAS LEGEND**

SERVICE STATION	
SERVICE STATION	250 m <sup>2</sup>

WAREHOUSE	
WAREHOUSE	2,105 m <sup>2</sup>

TOTAL GROSS BUILDING AREA (GBA) 2,355 m<sup>2</sup>

**SITE AREAS LEGEND**

SERVICE STATION	
REFUSE	26 m <sup>2</sup>

TOTAL REFUSE AREA 26 m<sup>2</sup>

LANDSCAPING	
LANDSCAPE	1,268 m <sup>2</sup>

TOTAL LANDSCAPE AREA 1,268 m<sup>2</sup>

**TOTAL SITE AREA**

Lot 2 155190	6,000 m <sup>2</sup>
TOTAL SITE AREA	6,000 m <sup>2</sup>

ALL AREA CALCULATIONS ARE APPROXIMATE AND ARE TO BE CONFIRMED BY A LICENSED LAND SURVEYOR



1 LOCALITY PLAN  
1 : 1500

REV	AMENDMENTS DETAILS	BY	DATE
J	CROSSOVER/ DRIVEWAY REDUCED. PEDESTRIAN ACCESS ADDED	HB	06/06/2025
I	CROSSOVER TO CAMBRIDGE RD REMOVED	TRG	17/02/2025
H	MOTORCYCLE PARKING ADDED	TRG	10/10/2024
G	REVISIONS AS SHOWN	TRG	30/09/2024
F	COUNCIL REQUESTED UPDATES	TRG	25/09/2024
E	COUNCIL REQUESTED UPDATES	TRG	18/09/2024
D	SIGNAGE INFORMATION ADDED	TRG	26/07/2024
C	MINOR AMENDMENTS	TRG	09/07/2024
B	CLIENT REQUESTED REVISIONS	TRG	26/06/2024
A	PRELIMINARY	TRG	12/06/2024



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RBP No. DP-AD1689

LOCATION OF SITE 1106  
CAMBRIDGE ROAD,  
CAMBRIDGE TAS

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PROJECT  
**PROPOSED COMMERCIAL DEVELOPMENT**

PROJECT ADDRESS  
1106 Cambridge Road

**CAMBRIDGE TAS 7170**

DRAWING TITLE  
**COVER PAGE**

CLIENT  
**Endevor Pty Ltd**

DATE	SCALE @ A1	NORTH	
MAY '24	As indicated		
DRAWN	CHECKED		
SJV	HB		
ISSUE			
TOWN PLANNING			
PROJECT No.	DRAWING No.	REVISION No.	SHEET
23468	TP0.00	J	1 of 8

Project: 01\_TAS/Cambridge-1106CambridgeRd-23468/Drawings/Town Planning/TP/23468\_Cambridge\_Rd\_TP\_-\_Rev5.rvt  
Document Set ID: 5660054  
Version: 1, Version Date: 07/09/2025





### GROSS BUILDING AREAS LEGEND

SERVICE STATION	250 m <sup>2</sup>
WAREHOUSE	2,105 m <sup>2</sup>
<b>TOTAL GROSS BUILDING AREA (GBA)</b>	<b>2,355 m<sup>2</sup></b>

### SITE AREAS LEGEND

SERVICE STATION	26 m <sup>2</sup>
REFUSE	26 m <sup>2</sup>
LANDSCAPING	1,268 m <sup>2</sup>
<b>TOTAL LANDSCAPE AREA</b>	<b>1,268 m<sup>2</sup></b>
<b>TOTAL SITE AREA</b>	
Lot 2 155190	6,000 m <sup>2</sup>
<b>TOTAL SITE AREA</b>	<b>6,000 m<sup>2</sup></b>

### PARKING SCHEDULE

TOTAL CARPARKING SPACES	22
TOTAL MOTORCYCLE SPACES	2

### LEGEND

DENOTES FOOTPATH  
 DENOTES DRIVEWAY

**NOTE: ALL INFORMATION SHOWN OUTSIDE OF SUBJECT SITE LOT BOUNDARY IS TO BE CONFIRMED VIA NEW FEATURE SURVEY BY LICENSED LAND SURVEYOR. ALL INFORMATION SHOWN OUTSIDE OF SUBJECT SITE LOT BOUNDARY ASIDE FROM VEHICLE CROSSOVERS IS INDICATIVE ONLY.**

J	CROSSOVER/ DRIVEWAY REDUCED.	HB	06/06/2025
I	PEDESTRIAN ACCESS ADDED	TRG	17/02/2025
H	CROSSOVER TO CAMBRIDGE RD REMOVED	TRG	10/10/2024
G	MOTORCYCLE PARKING ADDED	TRG	25/09/2024
	REVIEWED		

REV	AMENDMENTS DETAILS	BY	DATE
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 RBP No. DP-AD1689

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### PROPOSED COMMERCIAL DEVELOPMENT

PROJECT ADDRESS  
**1106 Cambridge Road**  
**CAMBRIDGE TAS 7170**  
 DRAWING TITLE  
**PROPOSED SITE PLAN**

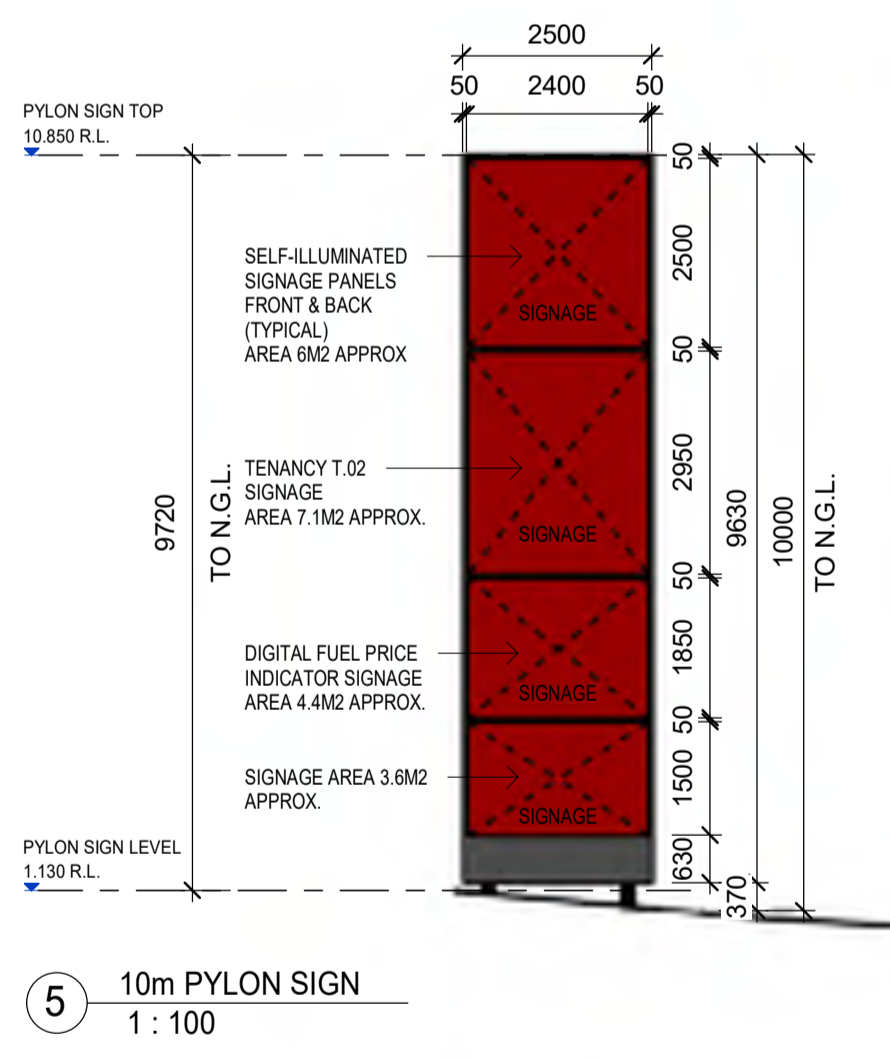
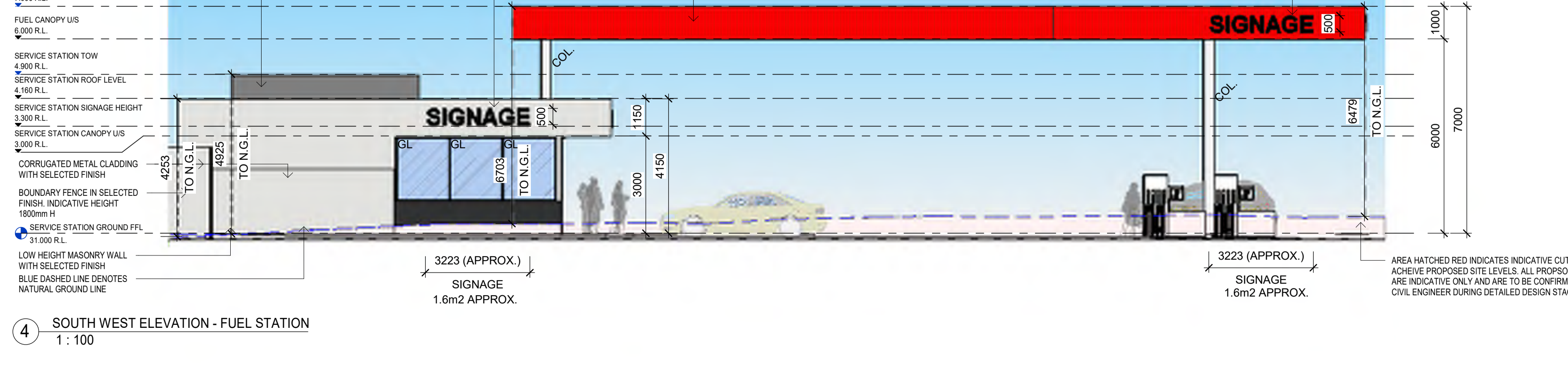
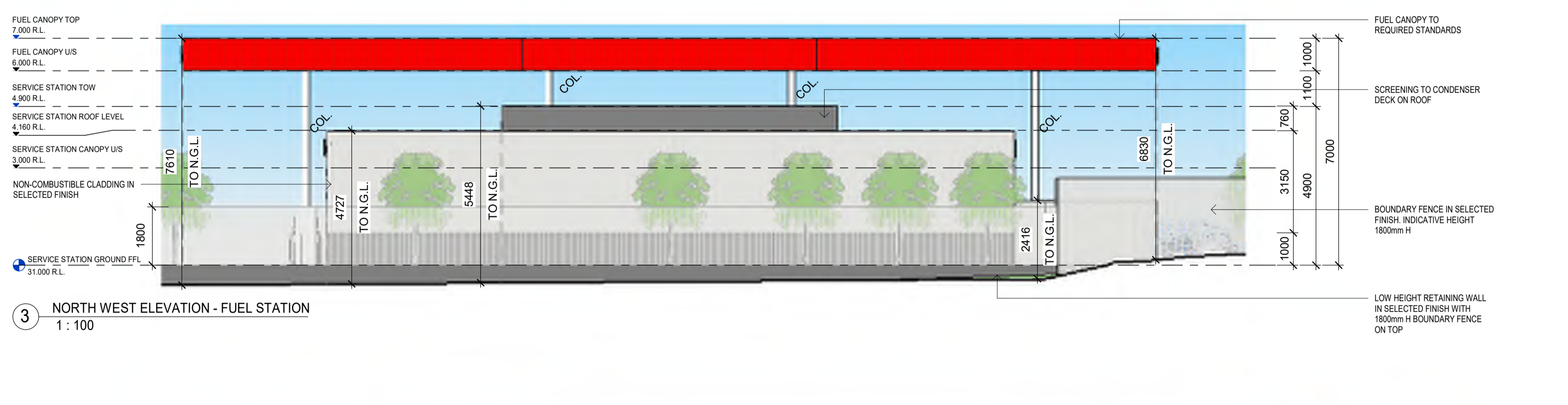
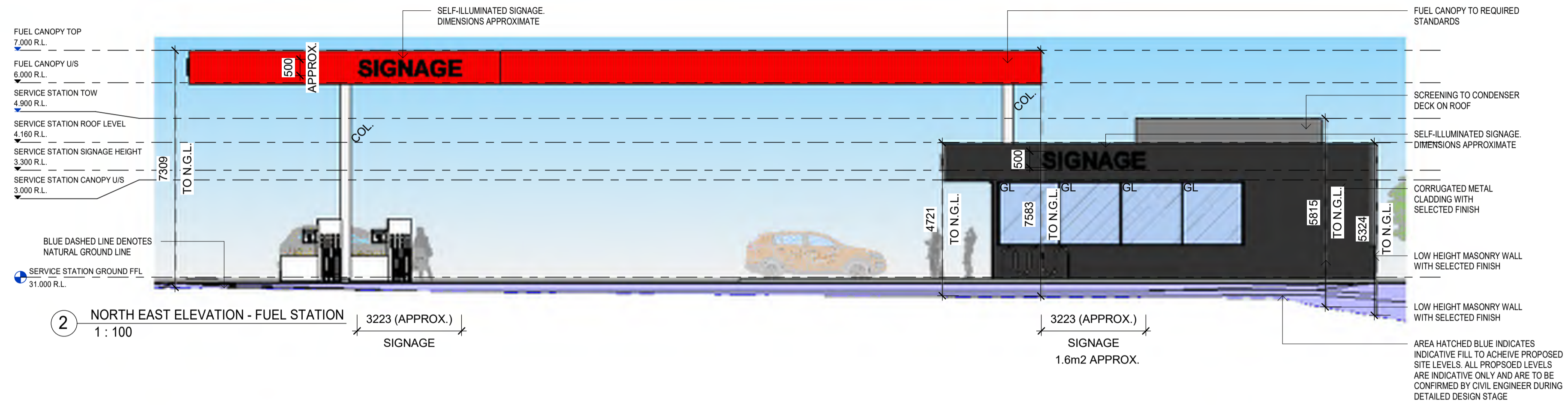
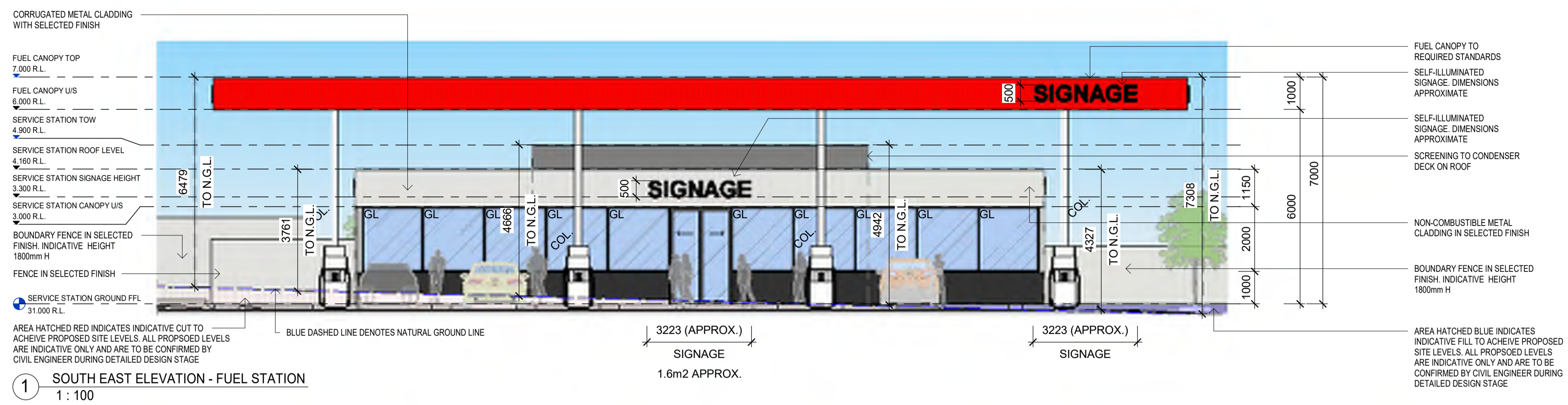
CLIENT  
**Endevor Pty Ltd**

DATE	SCALE @ A1	NORTH	
MAY '24	As indicated		
DRAWN	CHECKED		
SJV	HB		
ISSUE	TOWN PLANNING		
PROJECT No.	DRAWING No.	REVISION No.	SHEET
23468	TP1.02	J	3 of 8

**1 PROPOSED SITE PLAN**  
 1 : 200

# TOWN PLANNING

**NOTE FOR THE LUMINANCE SETTING:**  
 ALL OUTDOOR LIGHTING ASSOCIATED WITH SIGNS MUST BE LOCATED, DESIGNED, DIRECTED AND BAFFLED TO COMPLY WITH AUSTRALIAN STANDARD AS/NZS 4282:2019 (CONTROL OF THE OBTRUSIVE EFFECTS OF OUTDOOR LIGHTING) TO THE SATISFACTION OF RESPONSIBLE AUTHORITY SO THAT: THIS WILL NOT SPILL ANY LIGHT ON THE ADJACENT PROPERTY (INCLUDING THE ROADWAY).



REV	AMENDMENTS DETAILS	BY	DATE
G	REVISIONS AS SHOWN		TRG 30/09/2024
F	COUNCIL REQUESTED UPDATES		TRG 25/09/2024
E	COUNCIL REQUESTED UPDATES		TRG 18/09/2024
D	SIGNAGE INFORMATION ADDED		TRG 26/07/2024
C	MINOR AMENDMENTS		TRG 09/07/2024
B	CLIENT REQUESTED REVISIONS		TRG 26/06/2024
A	PRELIMINARY		TRG 12/06/2024

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PROJECT  
**PROPOSED COMMERCIAL DEVELOPMENT**

PROJECT ADDRESS  
 1106 Cambridge Road  
**CAMBRIDGE TAS 7170**

DRAWING TITLE  
**FUEL STATION ELEVATIONS**

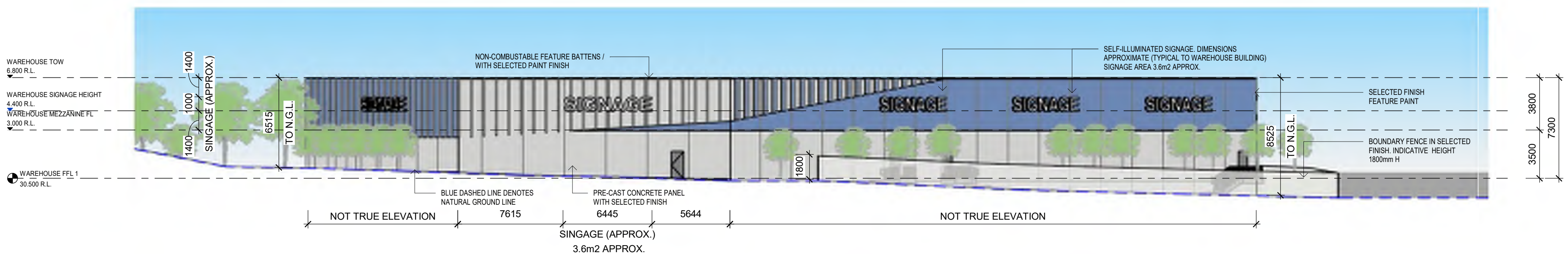
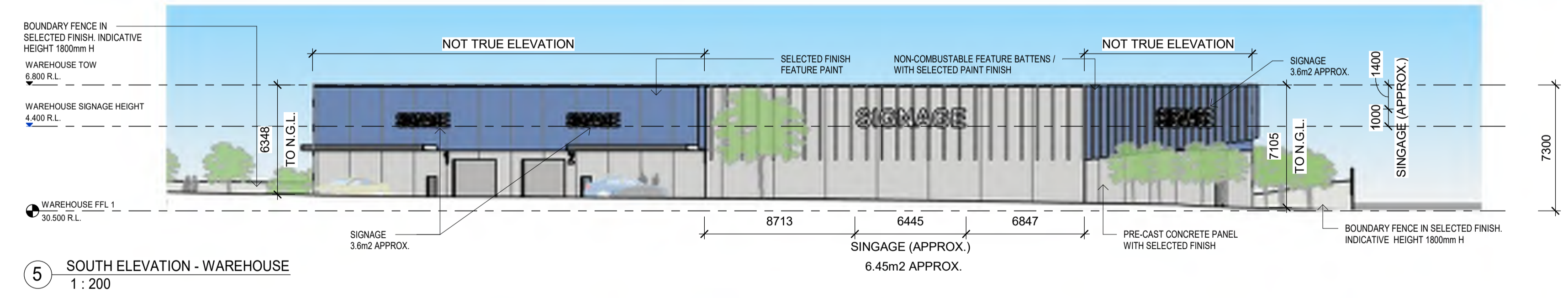
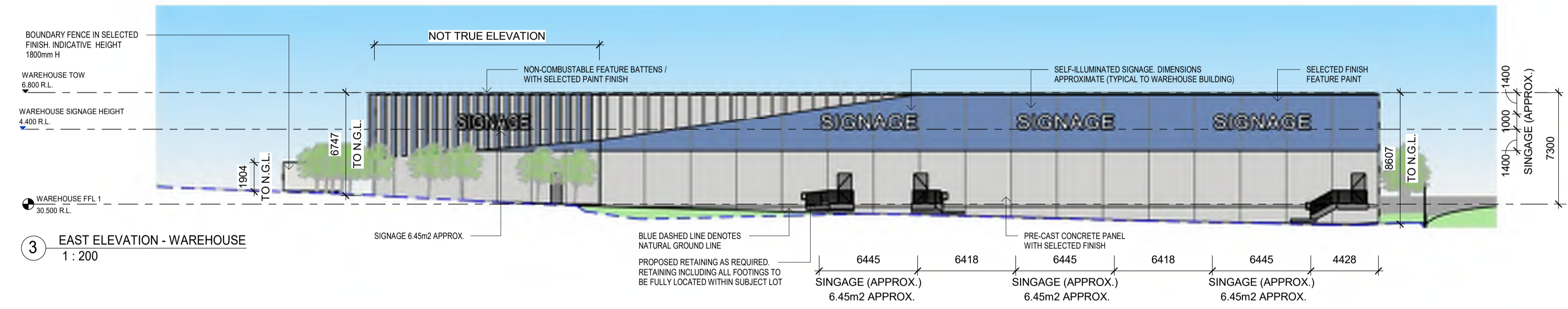
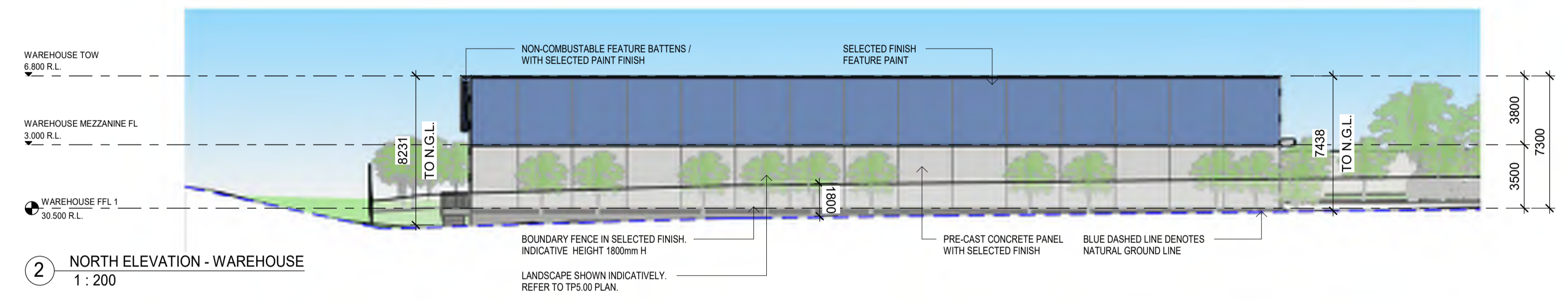
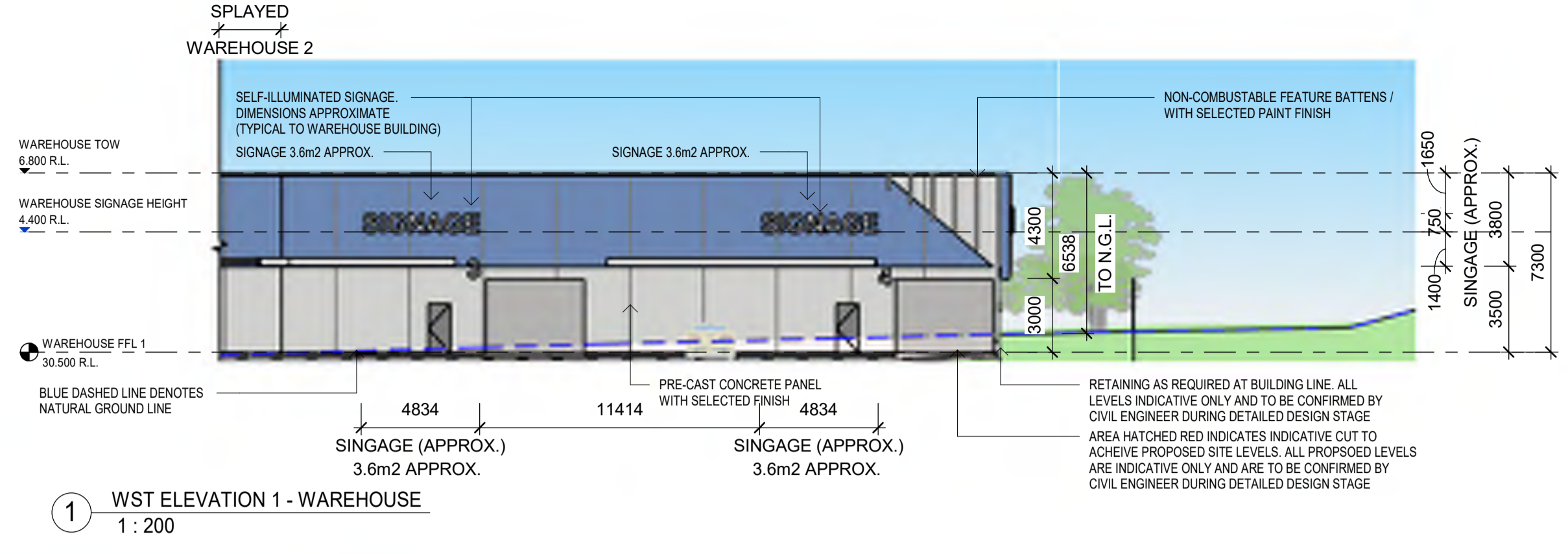
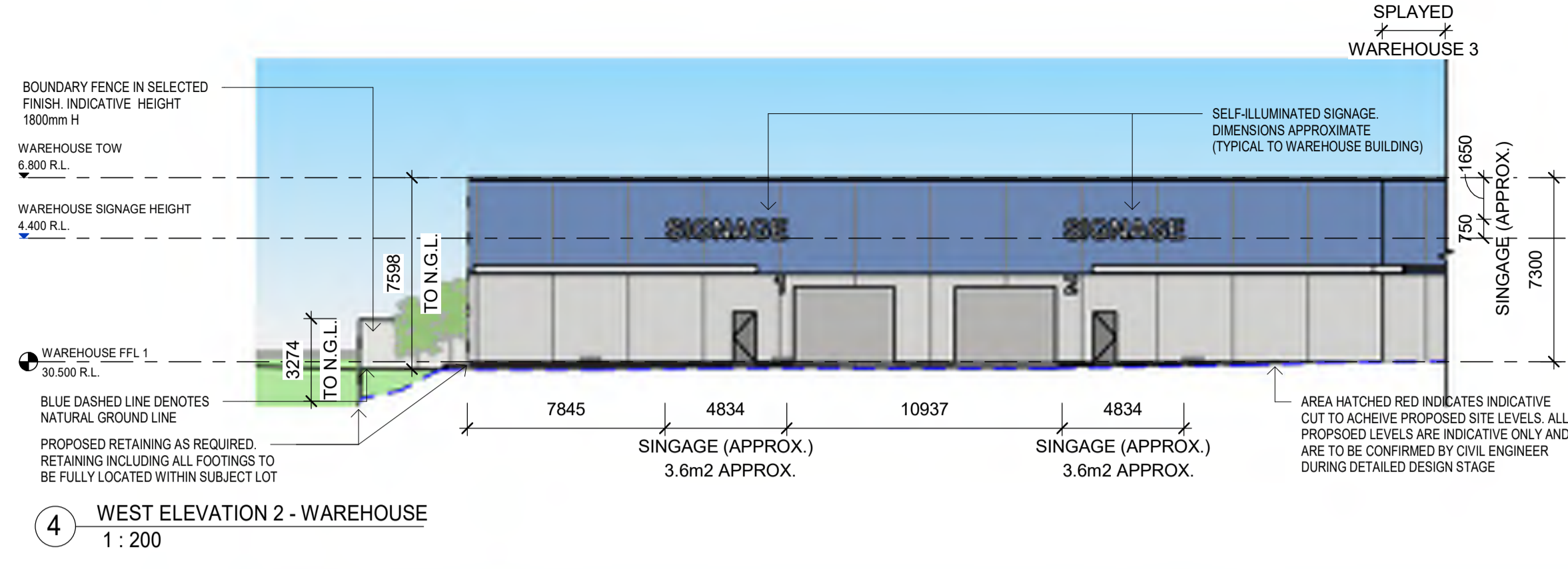
CLIENT  
**Endevor Pty Ltd**

DATE	SCALE @ A1	NORTH
MAY '24	1 : 100	
DRAWN	CHECKED	
SJV	HB	
ISSUE		
TOWN PLANNING		
PROJECT No.	DRAWING No.	REVISION No.
23468	TP2.01	G
		SHEET
		4 of 8

Project: 01\_TAS/Cambridge/1106CambridgeRd/23468/Town Planning/TP23468\_Cambridge\_Rd\_L1\_TP\_Riv5.rvt  
 Document Set ID: 5660054  
 Version: 1, Version Date: 07/09/2025

# TOWN PLANNING

**NOTE FOR THE LUMINANCE SETTING:**  
 ALL OUTDOOR LIGHTING ASSOCIATED WITH SIGNS MUST BE LOCATED, DESIGNED, DIRECTED AND BAFFLED TO COMPLY WITH AUSTRALIAN STANDARD AS/NZS 4282:2019 (CONTROL OF THE OBTRUSIVE EFFECTS OF OUTDOOR LIGHTING) TO THE SATISFACTION OF RESPONSIBLE AUTHORITY SO THAT: THIS WILL NOT SPILL ANY LIGHT ON THE ADJACENT PROPERTY (INCLUDING THE ROADWAY).



4 WEST ELEVATION 2 - WAREHOUSE  
1 : 200

1 WEST ELEVATION 1 - WAREHOUSE  
1 : 200

2 NORTH ELEVATION - WAREHOUSE  
1 : 200

3 EAST ELEVATION - WAREHOUSE  
1 : 200

5 SOUTH ELEVATION - WAREHOUSE  
1 : 200

6 SOUTH-EAST ELEVATION - WAREHOUSE  
1 : 200

G	REVISIONS AS SHOWN	TRG	30/09/2024
F	COUNCIL REQUESTED UPDATES	TRG	25/09/2024
E	COUNCIL REQUESTED UPDATES	TRG	18/09/2024
D	SIGNAGE INFORMATION ADDED	TRG	26/07/2024
C	MINOR AMENDMENTS	TRG	09/07/2024
B	CLIENT REQUESTED REVISIONS	TRG	29/06/2024
A	PRELIMINARY	TRG	12/06/2024

REV	AMENDMENTS DETAILS	BY	DATE
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RBP No: DP-AD1689

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PROJECT  
**PROPOSED COMMERCIAL DEVELOPMENT**

PROJECT ADDRESS  
 1106 Cambridge Road

**CAMBRIDGE TAS 7170**

DRAWING TITLE  
**WAREHOUSE ELEVATIONS**

CLIENT  
**Endevor Pty Ltd**

DATE	SCALE @ A1	NORTH
MAY '24	1 : 200	
DRAWN	CHECKED	
SJV	HB	
ISSUE		
TOWN PLANNING		
PROJECT No.	DRAWING No.	REVISION No.
23468	TP3.01	G
		SHEET
		5 of 8

# TOWN PLANNING

Project: 01 TAS-Cambridge-1106CambridgeRd-23468 (Drawing) Town Planning/RT/23468 Cambridge\_RCA\_TP - Rev 5.4  
 Document Set ID: 5660854  
 Version: 1, Version Date: 07/09/2025



B	CLIENT REQUESTED REVISIONS	TRG	26/06/2024
A	PRELIMINARY	TRG	12/06/2024

REV	AMENDMENTS DETAILS	BY	DATE
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PROJECT  
**PROPOSED COMMERCIAL DEVELOPMENT**

PROJECT ADDRESS  
1106 Cambridge Road

**CAMBRIDGE TAS 7170**

DRAWING TITLE  
**3D PERSPECTIVE VIEWS 1**

CLIENT  
**Endevor Pty Ltd**

DATE	SCALE @ A1	NORTH	
MAY '24			
DRAWN	CHECKED		
SJV	HB		
ISSUE			
<b>TOWN PLANNING</b>			
PROJECT No.	DRAWING No.	REVISION No.	SHEET
23468	TP4.01	B	6 of 8

Project: 01 TAS-Cambridge-1106CambridgeRd-23468Drawing: Town Planning/TP/23468-Cambridge\_Rd\_TP\_Rev5.rvt



B	CLIENT REQUESTED REVISIONS	TRG	26/06/2024
A	PRELIMINARY	TRG	12/06/2024

REV	AMENDMENTS DETAILS	BY	DATE
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PROJECT  
PROPOSED COMMERCIAL DEVELOPMENT

PROJECT ADDRESS  
1106 Cambridge Road

CAMBRIDGE TAS 7170

DRAWING TITLE  
3D PERSPECTIVE VIEWS 2

CLIENT  
Endevor Pty Ltd

DATE	SCALE @ A1	NORTH
MAY '24		
DRAWN	CHECKED	
SJV	HB	
ISSUE		
TOWN PLANNING		
PROJECT No.	DRAWING No.	REVISION No.
23468	TP4.02	B
		SHEET
		7 of 8

Project: 01\_TAS-Cambridge-1106CambridgeRd-23468Drawing: Town Planning/TP/23468-Cambridge\_Rd\_TP\_Rev5.rvt

# TOWN PLANNING



1 PROPOSED LANDSCAPE PLAN  
1:200

PLANTING SCHEDULE					
TREES					
TAG	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	POT SIZE	QTY.
BA-MA	BANKSIA MARGINATA	SILVER BANKSIA	5-10m	100L	6
SHRUBS					
TAG	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	POT SIZE	QTY.
CO-AL	CORREA ALBA	WHITE CORREA	1.5m	140mm	18
MY-IN	MYOPORUM INSULARE	COMMON BOOBIALLA	200 - 600mm	140mm	41
GROUNDCOVERS					
TAG	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT	POT SIZE	QTY.
BR-AN	BRACHYSOME ANGUSTIFOLIA	NARROWLEAF DAISY	300mm	TUBE STOCK	257
DI-CR	DISPHYMA CRASSIFOLIUM	ROUND-LEAVED PIGFACE	200 - 300mm	TUBE STOCK	283
EI-NU	EINADIA NUTANS	CLIMBING SALTBUCH	300mm	TUBE STOCK	455



GENERAL NOTES:  
REGULAR WEED CONTROL IN GARDEN BEDS AND INSIDE TREE GUARDS, REPLACEMENT OF MULCH ANNUALLY FOR THE FIRST TWO YEARS AFTER PLANTING.  
REPLACE DEAD PLANTS (WITH THE SAME APPROVED SPECIES) TO STOP WEED INVASION ON EXPOSED GROUND.  
REMOVE AND RECYCLE TREE GUARDS WHEN THE PLANTS ARE ESTABLISHED AND HAVE GROWN BEYOND THE PROTECTION OF THE GUARDS.

J	CROSSOVER/ DRIVEWAY REDUCED. PEDESTRIAN ACCESS ADDED.	HB	06/06/2025
I	CROSSOVER TO CAMBRIDGE RD REMOVED	TRG	17/02/2025
C	PLANTING SCHEDULE UPDATED	TRG	25/09/2024
B	PLANTING SCHEDULE UPDATED	TRG	05/08/2024
A	ISSUED FOR DEVELOPMENT APPROVAL	TRG	31/07/2024
P1	PRELIMINARY FOR REVIEW	TRG	30/07/2024

REV	AMENDMENTS DETAILS	BY	DATE
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Suite 37, Level 3, 799 Springvale Road  
Mulgrave, Victoria, 3170 Australia  
T: +61 3 9542 9300 F: +61 3 9542 9310  
www.trg-aus.com  
The Retail Group Pty Ltd ABN 85 050 134 686  
RBP No. DP-AD1689

BUILDER / CONTRACTOR TO VERIFY ALL DIMENSIONS ON SITE PRIOR TO PRODUCING SHOP DRAWINGS. ORDERING MATERIALS OR COMMENCING WORK ON SITE. USE FIGURED DIMENSIONS ONLY. DO NOT SCALE DRAWINGS & INFORM TRG OF ANY CONFLICT OR DISCREPANCY BETWEEN SITE CONDITIONS AND DOCUMENTS. DRAWINGS SHALL BE READ IN CONJUNCTION WITH RELEVANT CONSULTANTS DRAWINGS, REGULATORY CODES AND STANDARDS. © COPYRIGHT TRG  
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PROJECT  
**PROPOSED COMMERCIAL DEVELOPMENT**

PROJECT ADDRESS  
1106 Cambridge Road  
**CAMBRIDGE TAS 7170**  
DRAWING TITLE  
**PROPOSED LANDSCAPE PLAN**

CLIENT  
**Endevor Pty Ltd**

DATE	SCALE @ A1	NORTH
MAY '24	As indicated	
DRAWN	CHECKED	
HB	HB	
ISSUE	TOWN PLANNING	

PROJECT No.	DRAWING No.	REVISION No.	SHEET
23468	TP5.00	J	8 of 8

D:\projects\1106CambridgeRd\23468\Drawings\Town Planning\TP5.00 - Rev5.rvt  
 Document Set ID: 5660054  
 Version: 1, Version Date: 07/09/2025



9<sup>th</sup> July 2025

Kate Guinane  
Clarence City Council  
38 Bligh Street  
ROSNY ARK TAS 7018

Dear Kate,

**FURTHER INFORMATION -  
PDPLANPMTD-2024/046417 - 1106 CAMBRIDGE ROAD, CAMBRIDGE (WITH  
ACCESS OVER 1102 CAMBRIDGE ROAD AND ADJACENT ROAD RESERVE)**

I am writing in response to the letter received from Council on the 12<sup>th</sup> September 2024 requesting further information in response to the proposed development at the above address.

The following is in response to those enquiries:

***Council landowner consent***

*In our correspondence of 12 September, it was advised that landowner consent had been refused for the proposed development. It is acknowledged that an updated request for landowner consent has since been received, and whilst consideration of the request has commenced internally, I advise that a completed landowner consent form for the revised proposal is required, which can be found at the following link: <https://assets.ccc.tas.gov.au/uploads/2023/08/Council-Landowner-Consent-Form-1-1.pdf>. Additionally, it is noted that a correction is required to your supporting request dated 16 April 2025, which refers to the City of Hobart.*

A revised General Manager's Consent application form has been submitted alongside this response, with the correct details now provided. The consent form could not be accessed via Council's website or the link previously provided. As such, a cover letter has been included in its place.

*As part of the request for landowner consent, I advise that Council's development engineers have identified that clarification of the extent of the proposed crossover widening is required, together with confirmation that the required widening addresses and provides for the heavy vehicle swept paths provided. Upon receipt of the above-mentioned documentation together with the outstanding information identified below, I advise that the request will then be able to further progress.*

Please refer to accompanying HRV swept paths in the revised Traffic Impact Assessment by Misdon Traffic.

***Asset management matters***

- Council records show a council stormwater line terminating at the southeast corner of the neighbouring property (1102 Cambridge Road) and confirmation is required on whether this lot (1106 Cambridge Road) is being serviced by the proposed stormwater line. The location of the stormwater discharge point for 1106 Cambridge Road is required including the location and capacity of the proposed stormwater line.*

In response to Council's request, we confirm the following based on engineering advice from SGC Consultants.

The subject site benefits from a 3m wide drainage easement, as per folio SP143487, which extends into the existing pit located at the southeast corner of the neighbouring property (1102 Cambridge Road). The proposed development will connect into this pit.

The easement documentation confirms that 1106 Cambridge Road is a benefitting lot. It is understood that the stormwater pipe within the easement was originally designed and constructed to accommodate future discharge from this site once developed.

To manage stormwater discharge, an On-Site Detention (OSD) system has been incorporated into the design to restrict peak outflows to a maximum of 63 L/s, in line with Council's requirements. This flow rate is consistent with what the easement infrastructure is expected to accommodate.

Please refer to the civil documentation for further technical details.

*• Please provide documentation to address the requirements of Clause C2.6.5 of the Tasmanian Planning Scheme - Clarence (the Scheme), specifically in that whilst the pedestrian connectivity from the shop to fuel sales area and parts of the storage area is recognised, an improved pedestrian arrangement is considered necessary to involve the balance of the storage use area and shared public path on Cambridge Road.*

Please refer to the amended site plan, which illustrates improved connectivity between the warehouse and fuel uses, extending through to the site frontage and linking directly to the road.

#### **General matters**

*Your advice in relation to covenant (c) appearing on Certificate of Title 155190/2 is acknowledged in relation to ongoing discussions with the Department of State Growth (DSG) together with legal advice being sought in relation to the covenant. It is reiterated that the proposal plans do not achieve compliance with the covenant and advise that compliance with the covenant is the property owner's legal responsibility. These may prevent or alter the ability to proceed with the development.*

This is noted.

If you have any further queries in relation to any of the above, please contact me on 6234 9281.

Yours sincerely,



Michela Fortini  
**Planner**  
**IRENEINC PLANNING & URBAN DESIGN**

# Dial Before You Dig (DBYD) Asset Location Information

Clarence City Council  
PO Box 96  
Rosny Park TAS 7018

**To:** (‘Enquirer’)

Leary Cox and Cripps - Brad Percey  
Unit G04/40 Molle Street

Hobart TAS 7000

**Email:** bpercey@lccsurvey.com

**Phone:** +61458963674

Enquiry Details	
Utility ID	61410
Sequence Number	201417361
Enquiry Date	04/08/2021 16:16
Response	<b>AFFECTED</b>
Address	1106 Cambridge Road Cambridge
Location in Road	Footpath,Nature Strip,Road
Activity	Manual Excavation

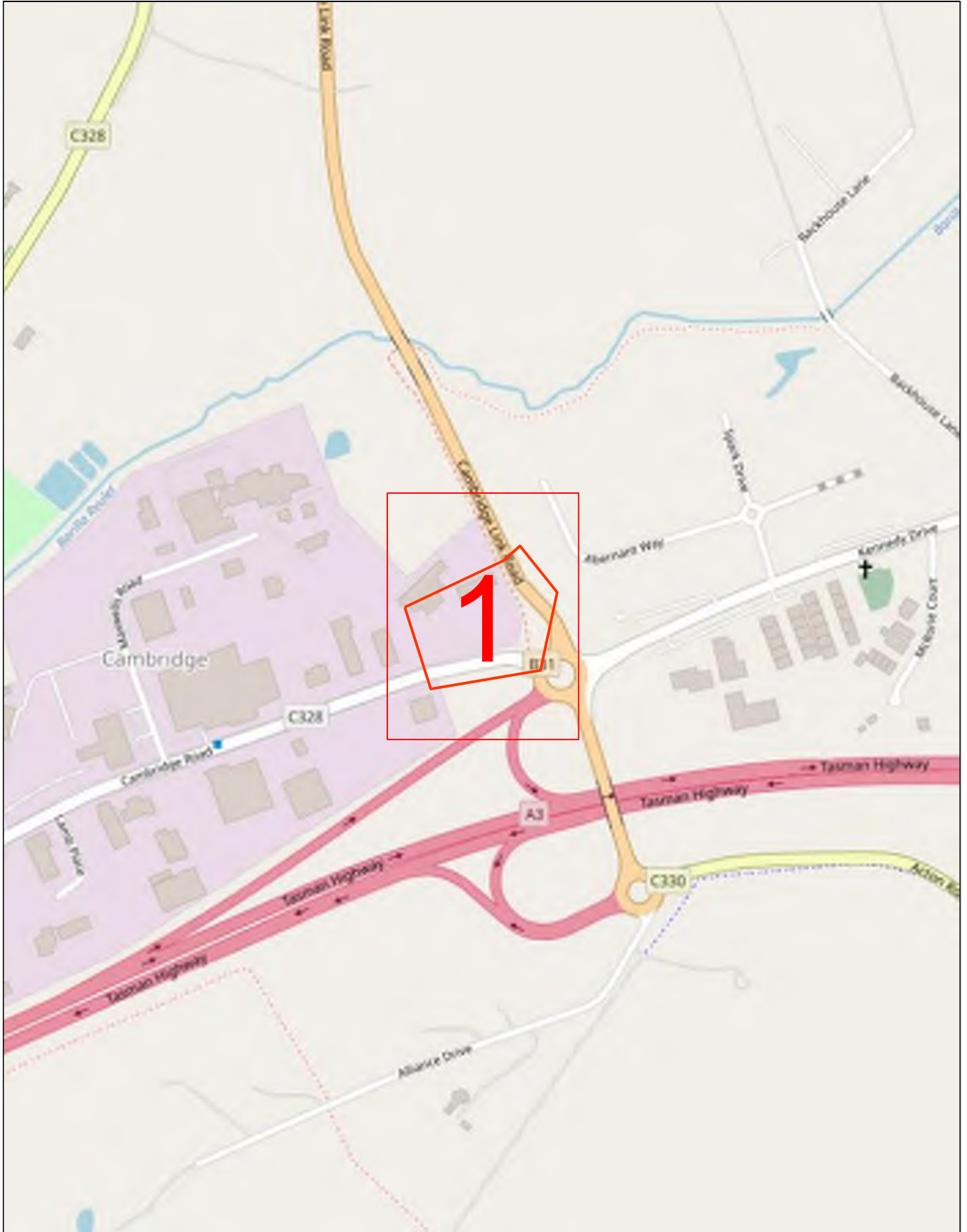
Enquirer Details	
Customer ID	3053161
Contact	Brad Percey
Company	Leary Cox and Cripps
Email	bpercey@lccsurvey.com
Phone	+61458963674

Enquirer Responsibilities	
<p>This notification is valid for 90 days from the issue date. Clarence City Council assets are critical infrastructure and great care must be taken to avoid asset damage and risk to public safety. The information supplied in the DBYD Response is intended to be indicative only. External parties should make their own enquiries to ensure the accuracy of the information, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Check that the location of the dig site indicated is correct, if not you must submit a new enquiry.</li> <li>• Should your scope of works change or the plan validity dates expire, you must submit a new enquiry.</li> <li>• If you do not understand the plans provided please contact Clarence City Council prior to works commencing.</li> <li>• Always perform an onsite inspection to establish the presence of assets.</li> <li>• Ensure you adhere to any State legislative requirements regarding Duty of Care and safe digging requirements.</li> </ul> <p>Report any asset damage immediately on <b>(03) 6217 9500</b>.</p>	



# Overview

Sequence No: 201417361  
1106 Cambridge Road Cambridge



Council's plans show the presence of pipes and pits. The location may not be exactly as shown. It is advised that you engage the services of an underground service location company for exact location details. This data can be used for DBYD purposes only.

Queries relating to the location of council services should be directed to the Client Services Team on (03) 6217 9500.

Base data from © OpenStreetMap contributors

Scale (@A4) 1: 5000



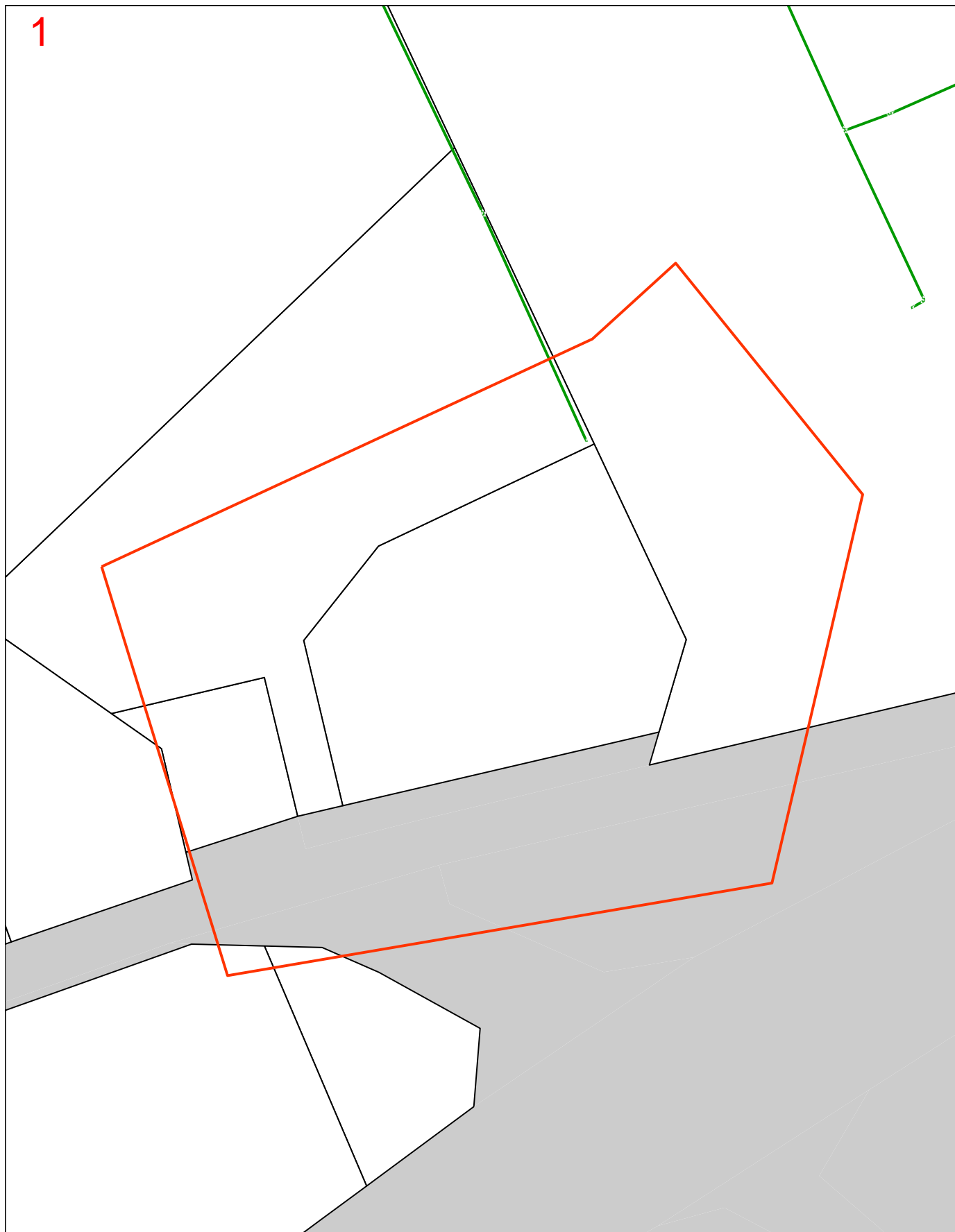


# Map 1

## Sequence No: 201417361

1106 Cambridge Road Cambridge

1

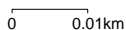


Council's plans show the presence of pipes and pits. The location may not be exactly as shown. It is advised that you engage the services of an underground service location company for exact location details. This data can be used for DBYD purposes only.

Queries relating to the location of council services should be directed to the Client Services Team on (03) 6217 9500.

Base data from the IST © State of Tasmania

Scale (@A4) 1:1000



-  Stormwater Pits
-  Stormwater Pipes
-  Land Parcels
-  Affected
-  Not Affected



- LOT BOUNDARY
- - - EASEMENT BOUNDARY
- BANK TOP
- BANK BOTTOM
- BITUMEN EDGE
- KERB BACK
- FOOTPATH
- DRIVEWAY
- VEHICLE TRACK
- CONCRETE SLAB
- ROAD SIGN
- BUILDING
- - - RIDGE LINES
- UNDERSIDE OF EAVES
- GUTTER LIP
- CABLE HYDRO OVERHEAD
- WATER UNCLASSIFIED
- POLE
- UNCLASSIFIED UTILITY
- FENCE
- GATE
- PERM SURVEY MARK
- TITLE PEG
- NAIL
- SPIKE
- + NATURAL SURFACE
- STORMWATER MANHOLE
- + ROAD SIGN
- FINISHED FLOOR LEVEL
- PYLON
- JUNCTION BOX HYDRO
- TELSTRA PIT
- x STOP VALVE
- ⊕ FIRE HYDRANT
- + METER WATER
- WATER UNCLASSIFIED
- STAYWIRE
- + POLE
- UNCLASSIFIED UTILITY
- + SEWER UNDERGROUND

**NOTES:**

While all reasonable effort has been made to locate all visible above ground services, there may be other services which were not located during the field survey.

The title boundaries as shown on this plan were not marked at the time of the survey and have been determined by existing title dimensions and occupation (where available) only and not by field survey, and as a result are considered approximate only. This plan should not be used for building to boundary, or to prescribed set-backs, without further survey.

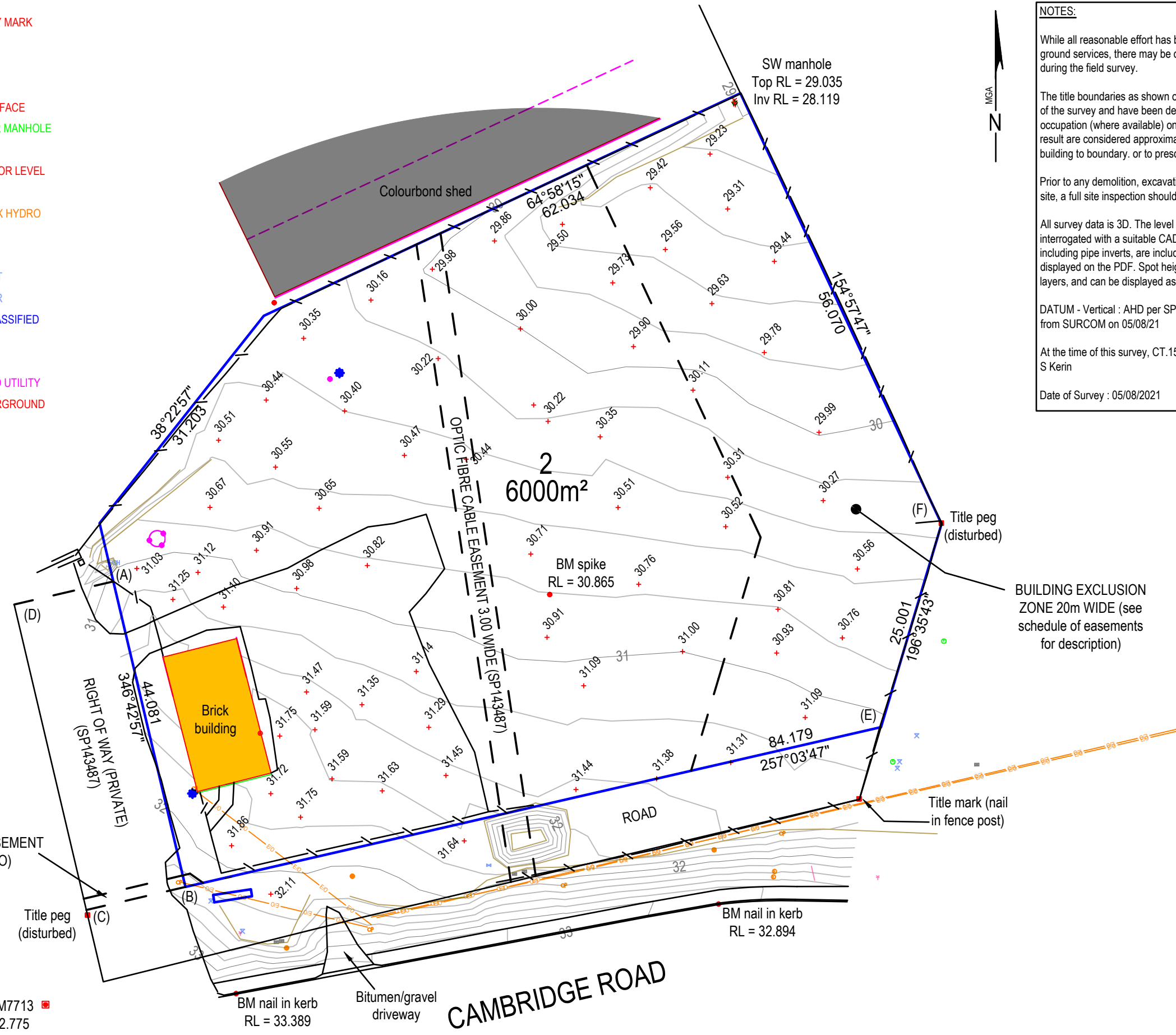
Prior to any demolition, excavation, final design or construction on this site, a full site inspection should be completed by the relevant engineers.

All survey data is 3D. The level (z-value) of any specific feature can be interrogated with a suitable CAD package. Spot heights of all features, including pipe inverts, are included in the model space but are not displayed on the PDF. Spot heights are organised into appropriate layers, and can be displayed as required.

DATUM - Vertical : AHD per SPM9517 with reputed AHD level of 45.275 from SURCOM on 05/08/21

At the time of this survey, CT.155190 was owned by NIREK PTY LTD & S Kerin

Date of Survey : 05/08/2021



Note: see schedule of easements for descriptions on labels A - F

BM SPM68/3  
RL = 32.658

BM SPM7713  
RL = 32.775

BM nail in kerb  
RL = 33.389

BM nail in kerb  
RL = 32.894

Title mark (nail  
in fence post)

BUILDING EXCLUSION  
ZONE 20m WIDE (see  
schedule of easements  
for description)

AMENDMENTS		
No.	Revision/Issue	Date



Unit G04 40 Mollie Street,  
HOBART TAS 7000  
P 03 6118 2030  
E admin@lccsurvey.com

Project Name and Address  
**1106 CAMBRIDGE ROAD,  
CAMBRIDGE**

Drawing Title  
**DETAIL PLAN**

Client  
KUNAMA CONSTRUCTIONS  
CT.155190/2

SCALE  
0 5 10 15 20  
1:500 at A3

Contour Interval  
0.200 m

Date  
11 / 08 / 21

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SHEET		1 of 1		FILE REF: <b>12365</b>	
DRAWN	BP	Geocivil Ref	1236501	AutoCAD Ref	1236501
CHKD	TC	DATUM	Horz: MGA2020	Vert:	AHD



7 July 2025

The General Manager  
 Clarence City Council  
 38 Bligh Street  
 ROSNY PARK 7018

Dear Mr Nelson

**GM CONSENT REQUEST - 1106 CAMBRIDGE ROAD, CAMBRIDGE**

I am writing to request council consent for development within Council land. The application includes development on land that is owned by the City of Clarence, and as required by S52 of the *Land Use and Approvals Act 1992*, I request Council’s consent in respect to this application.

The following works are proposed on Council land, within the Cambridge Road reserve:

- The existing access along the southwestern boundary (ROW) is proposed to be upgraded to support the development. This upgrade includes widening the access between 10m widening to a maximum of 19m toward the road frontage, as well as adding a new impervious concrete surface.
- The existing unused crossover along the southern boundary of the site is proposed to be removed and the kerbside reinstated.

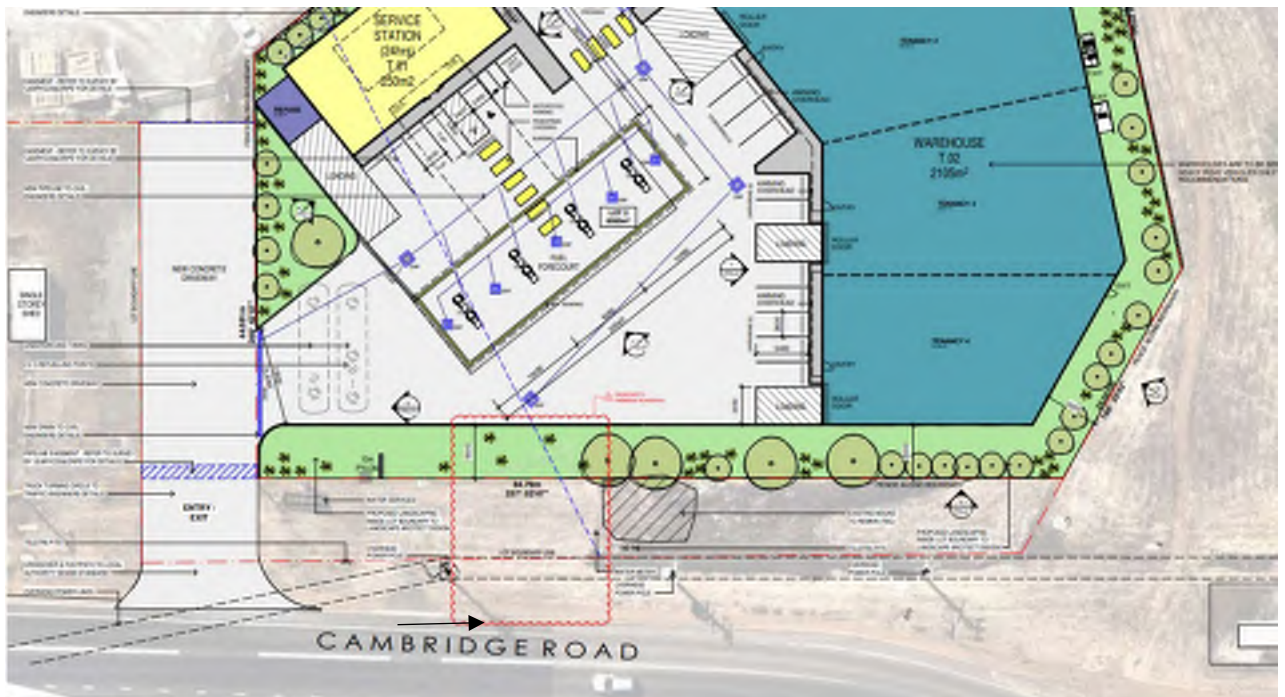


Figure 1: Site plan 2025 (source: trg 2025)

Please refer to accompanying documentation for further details regarding the above.

If you have any further queries in relation to any of the above, please contact me on 6234 9281.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'M. Fortini', with a small flourish at the end.

Michela Fortini  
Planner  
**IRENEINC PLANNING & URBAN DESIGN**

# 1106 CAMBRIDGE ROAD, CAMBRIDGE STORMWATER DRAINAGE DESIGN



LOCALITY PLAN  
NOT TO SCALE  
COPYRIGHT OF NEARMAP

DRAWING INDEX			
SHEET No.	DWG. No.	DRAWING TITLE	REV.
01	S01-SW100	COVER SHEET & DRAWING INDEX	P01
02	S01-SW101	NOTES & LEGEND	P01
03	S01-SW201	EROSION & SEDIMENT CONTROL PLAN & DETAILS	P01
04	S01-SW301	STORMWATER DRAINAGE DESIGN GROUND FLOOR PLAN	P01
05	S01-SW401	STORMWATER DRAINAGE DESIGN DETAILS SHEET	P01
06	S01-SW501	STORMWATER GRADING DESIGN MUSIC CATCHMENT PLAN & DETAILS	P01

DRAFT  
NOT FOR CONSTRUCTION

PREPARED BY



S&G CONSULTANTS PTY LTD  
SUITE 311, LEVEL 3  
480 PACIFIC HIGHWAY  
ST. LEONARDS, N.S.W. 2065  
T: +61 2 8883 4239  
Email: office@sgce.com.au  
Web: www.sgce.com.au

ARCHITECT



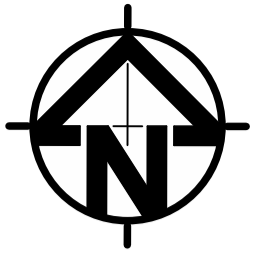
CLIENT

KUNAMA

LGA







EROSION AND SEDIMENT CONTROL FENCE TO BE INSTALLED AROUND THE LOWER SIDES OF PROPERTY BOUNDARY WHERE REQUIRED (REFER TO DETAIL).

PROVIDE TAP AND HOSE BEHIND FENCE LINE. ALL TRUCK TIRES MUST BE WASHED DOWN BEFORE DEPARTING.

SITE ENTRY FROM NEW CONCRETE DRIVEWAY. RUBBLE ENTRY TO BE TEMPORARILY INSTALLED (REFER TO DETAIL). LOCATION TO BE CONFIRMED BY ARCHITECT.

CONTRACTOR TO ENSURE THAT CAMBRIDGE ROAD STAYS CLEAN FROM SEDIMENT AT ALL TIMES AND DURING VEHICULAR TRAFFIC.

EROSION AND SEDIMENT CONTROL FENCE TO BE INSTALLED AROUND THE LOWER SIDES OF PROPERTY BOUNDARY WHERE REQUIRED (REFER TO DETAIL).

SETTLING POND, TO PUMP OUT STORMWATER ONCE SETTLED.

LOCATION OF STOCKPILES

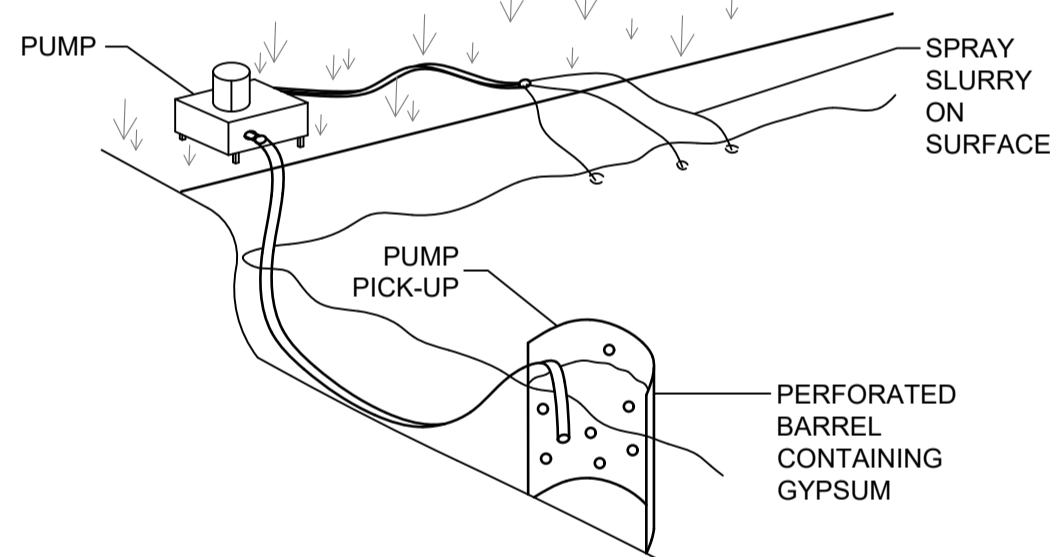
NATURAL GRADIENT

**EROSION AND SEDIMENT CONTROL**

SCALE 1:500

**NOTE:**

- FLOCCULATION TO BE USED IF WATER IS NOT CLEAR (ie. SEDIMENT GREATER THAN 50 mg/L) PRIOR TO DISCHARGING FROM TEMPORARY PUMP OUT
- FOR RATES & AGENTS SEE APPENDIX E OF NEW SOUTH WALES DEPARTMENT OF HOUSING 'MANAGING URBAN STORMWATER SOILS & CONSTRUCTION'.



**FLOCCULATION DETAIL**

NOT TO SCALE

**GENERAL NOTES**

- THIS PLAN IS A CONCEPT PLAN ONLY FOR STORMWATER DISPOSAL & EROSION CONTROL. IT IS NOT SUITABLE FOR CONSTRUCTION. THIS PLAN SHOULD BE ADAPTED BY THE BUILDER DURING DEMOLITION, EXCAVATION & CONSTRUCTION PHASES TO ENSURE ADEQUATE PERFORMANCE.
- ALL DRAINAGE LAYOUT & DETAILS ARE DIAGRAMMATIC & INDICATIVE ONLY. ACTUAL LOCATION, SIZES, LEVELS & GRADES MAY ALTER WHEN DETAIL DESIGN WORKS ARE DOCUMENTED.

**CLAY SOILS**

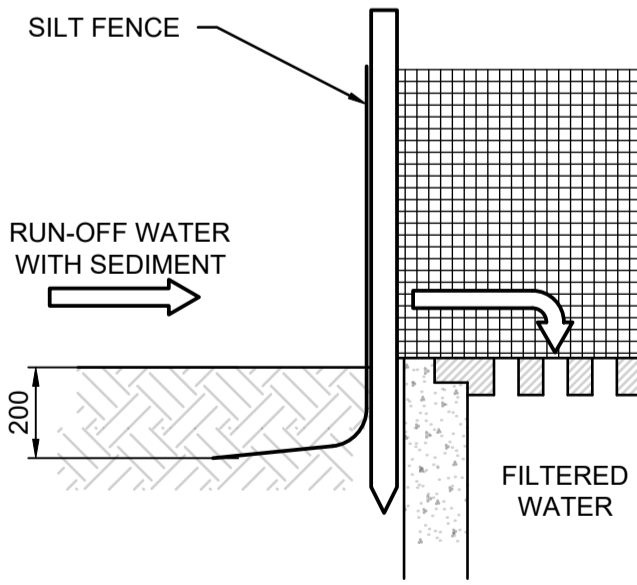
- A SYSTEM SHALL BE INSTALLED TO EITHER:
- TRANSPORT STORMWATER RUNOFF WITH SUSPENDED SOLIDS FROM SITE VIA PUMP TRUCKS.
  - TREAT THE STORMWATER RUNOFF WITH SUSPENDED SOLIDS SO THE DISCHARGE WATER QUALITY TO COUNCIL STORMWATER DRAINAGE SYSTEM HAS A MAXIMUM CONCENTRATION OF SUSPENDED SOLIDS THAT DOES NOT EXCEED 50 MILLIGRAMS PER LITRE IN ACCORDANCE WITH THE PROTECTION OF THE ENVIRONMENT OPERATION ACT (POEO 1997) AND SHALL BE APPROVED BY LOCAL COUNCIL.

**CONSTRUCTION NOTES**

- FABRICATE A SLEEVE MADE FROM GEOTEXTILE OR WIRE MESH LONGER THAN THE LENGTH OF THE INLET PIT
- FILL THE SLEEVE WITH 25mm TO 50mm GRAVEL
- FORM AN ELLIPTICAL CROSS-SECTION OF THE KERB INLET LEAVING A 100mm GAP AT THE TOP TO ACT AS AN EMERGENCY SPILLWAY
- MAINTAIN THE OPENING WITH SPACER BLOCKS
- FORM A SEAL WITH THE KERBING AND PREVENT SEDIMENT BYPASSING THE FILTER
- FIT TO ALL KERB INLETS AT SAG POINTS

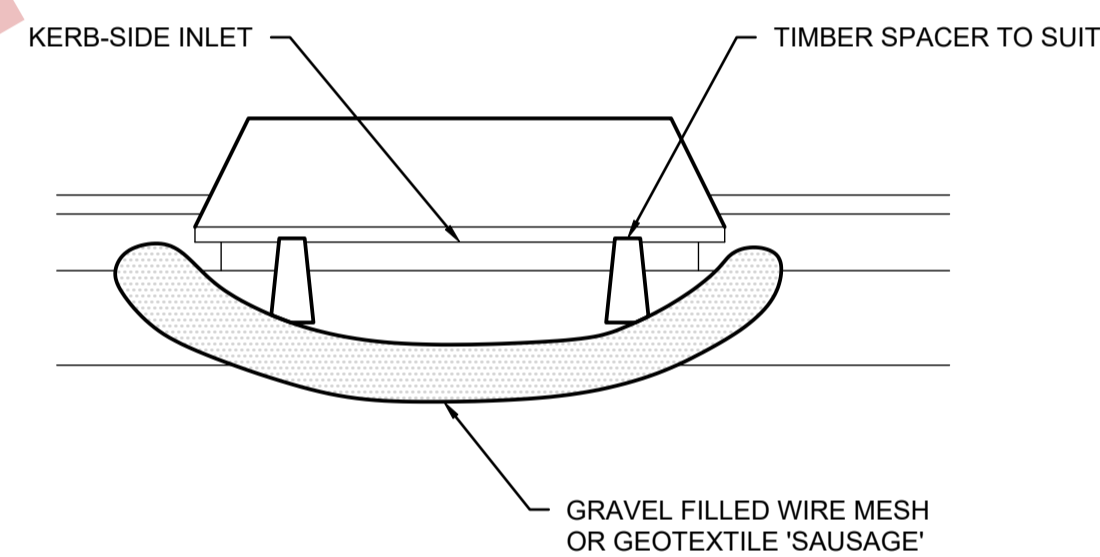
**EROSION & SEDIMENTATION CONTROL NOTES**

- CONTRACTOR SHALL PROVIDE SEDIMENT FENCING MATERIAL DURING CONSTRUCTION TO THE LOW SIDE OF THE WORKS. TIE SEDIMENT FENCING MATERIAL TO CYCLONE WIRE SECURITY FENCE. SEDIMENT CONTROL FABRIC SHALL BE AN APPROVED MATERIAL (EG. HUMES PROPEX SILT STOP) STANDING 300mm ABOVE GROUND & EXTENDING 150mm BELOW GROUND.
- EXISTING DRAINS LOCATED WITHIN THE SITE SHALL ALSO BE ISOLATED BY SEDIMENT FENCING MATERIAL.
- NO PARKING OR STOCKPILING OF MATERIALS IS PERMITTED ON THE LOWER SIDE OF THE SEDIMENT FENCE.
- GRASS VERGES SHALL BE MAINTAINED AS MUCH AS PRACTICAL TO PROVIDE A BUFFER ZONE TO THE CONSTRUCTION SITE.
- CONSTRUCTION ENTRY/EXIT SHALL BE VIA THE LOCATION NOTED ON THE DRAWING. CONTRACTOR SHALL ENSURE ALL DROPPABLE SOIL & SEDIMENT IS REMOVED PRIOR TO CONSTRUCTION TRAFFIC EXITING SITE. CONTRACTOR SHALL ENSURE ALL CONSTRUCTION TRAFFIC ENTERING & LEAVING THE SITE DO SO IN A FORWARD DIRECTION.



**GEOTEXTILE INLET FILTER**

NOT TO SCALE

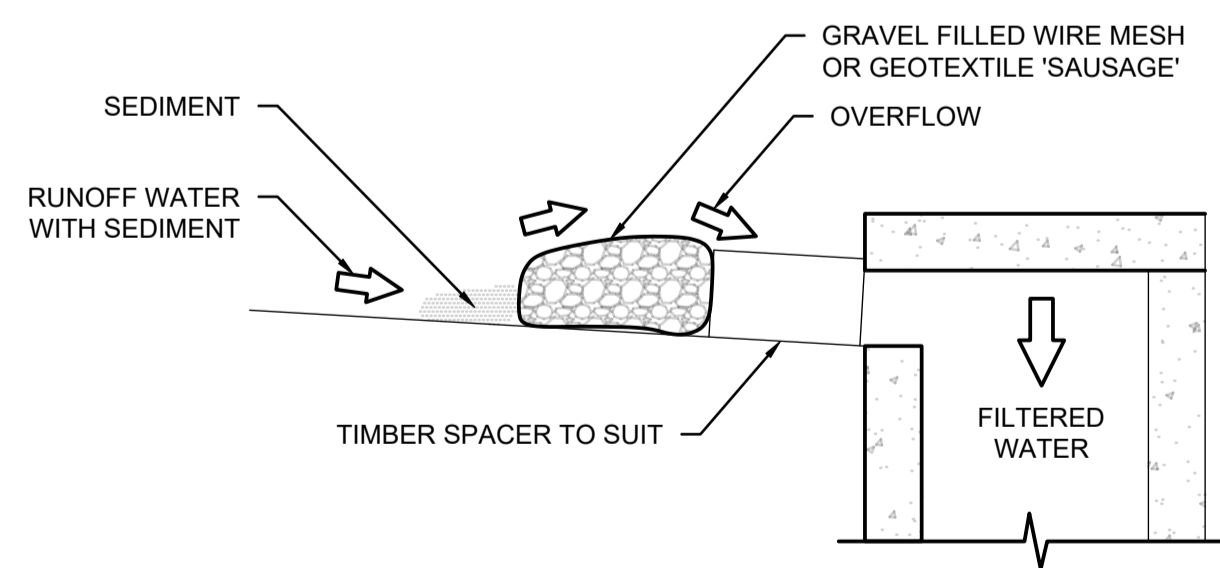


**GEOTEXTILE INLET FILTER**

GEOTEXTILE INLET FILTER IS PLACED IN EVERY PIT WITHIN THE SITE TO ENSURE THE RUNOFF WATER DURING CONSTRUCTION NOT ENTER THE PITS.

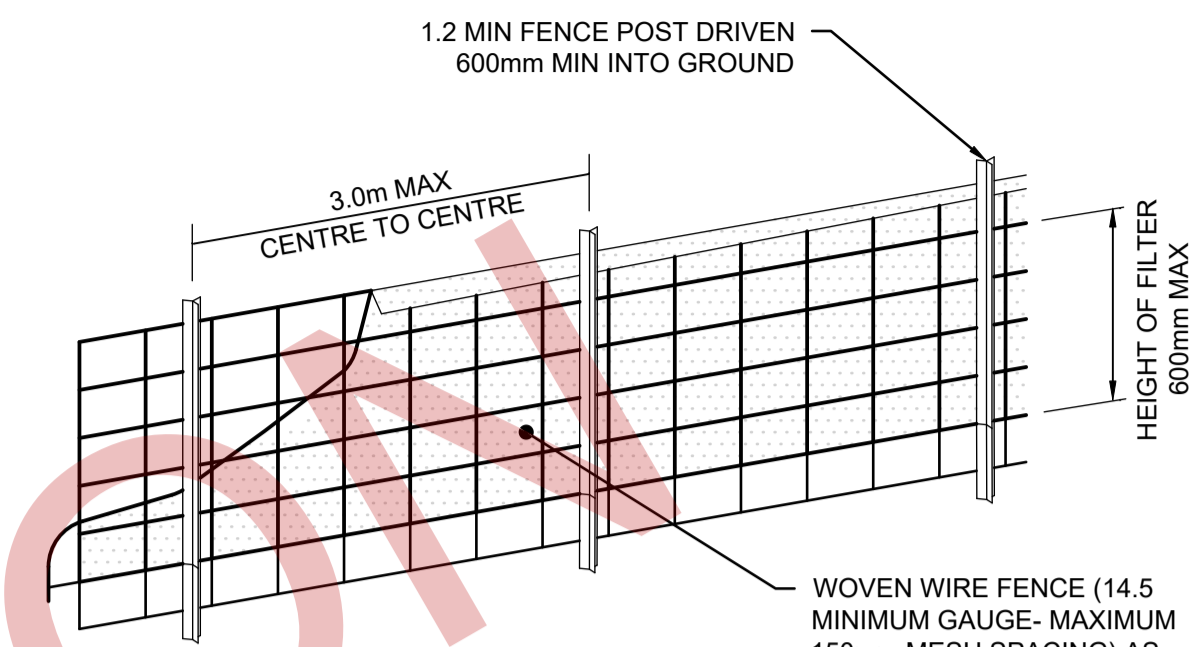
CATCH DRAIN TO BE PROVIDED ON BOTH SIDES OF 'SHAKE-DOWN' WHERE DIRECTED BY COUNCIL

RUN-OFF FROM GRIDS TO BE DIRECTED TO SEDIMENT TRAP

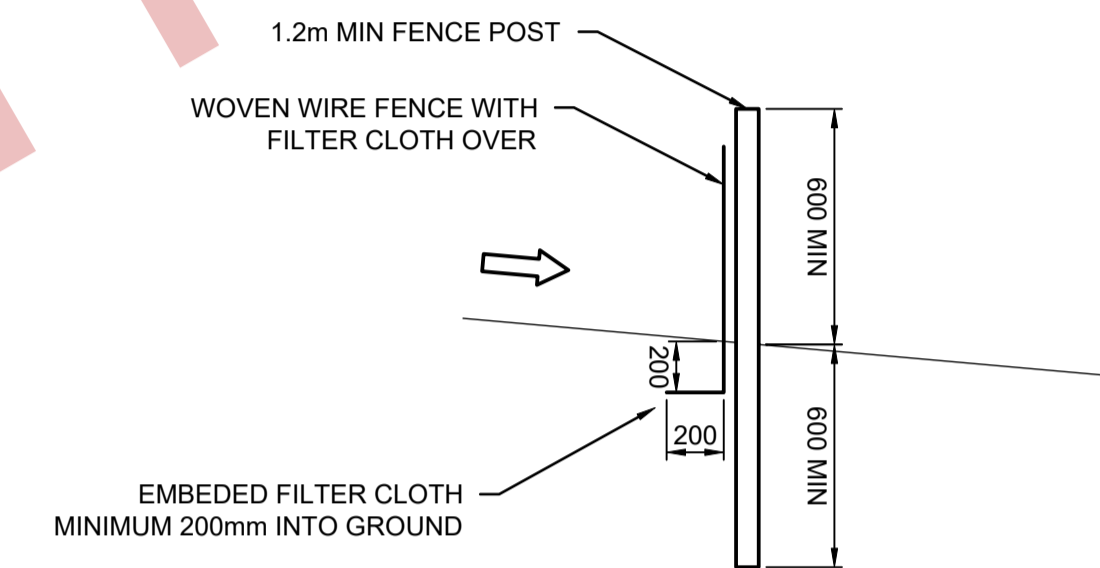


**GRAVEL INLET FILTER (SAUSAGE)**

NOT TO SCALE



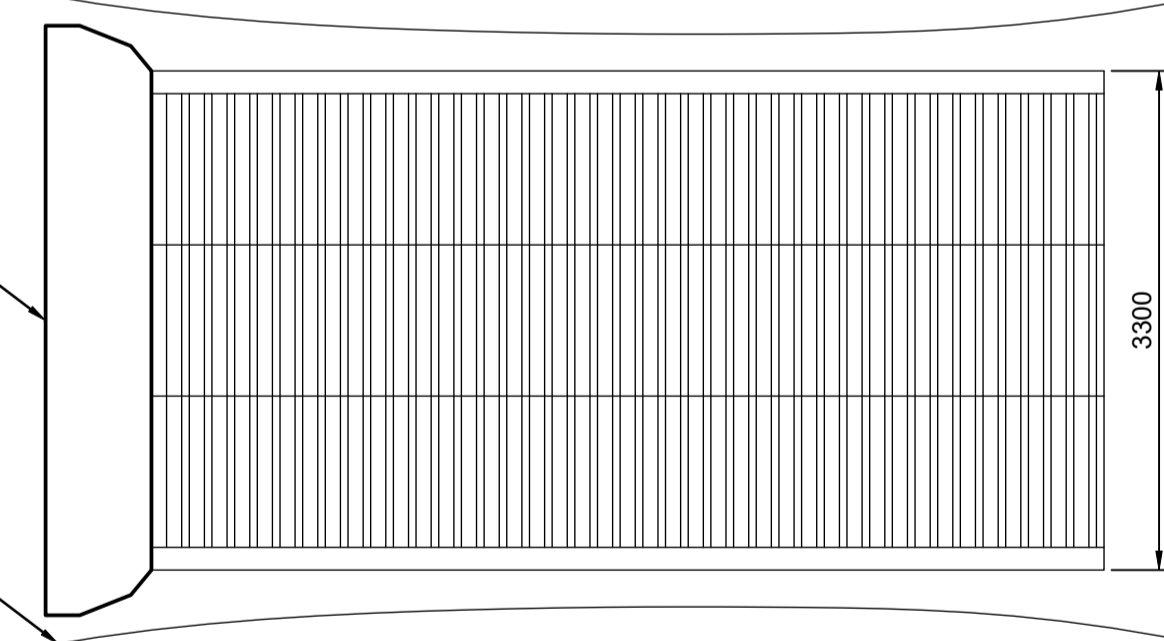
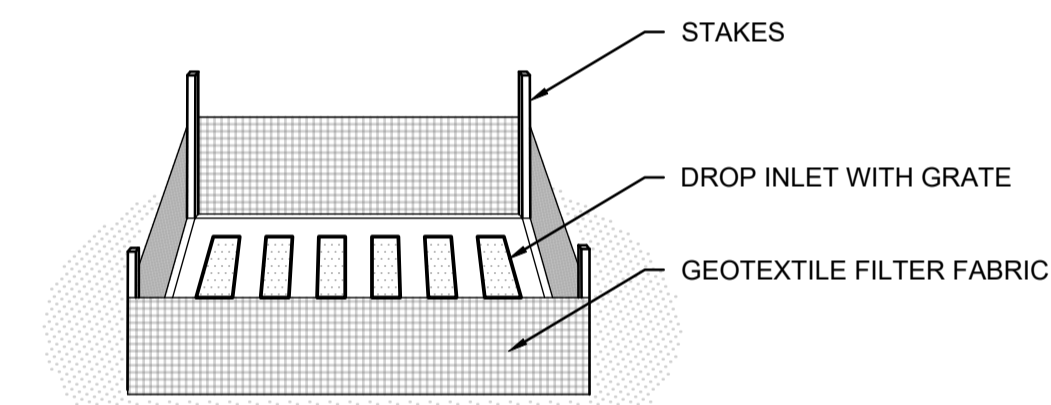
**DIAGRAMMATIC VIEW**



**TYPICAL SECTION**

**SEDIMENT FENCE**

NOT TO SCALE



**PLAN VIEW**

**TYPICAL SECTION**

**'CATTLE GRID' ALTERNATIVE**

TEMPORARY CONSTRUCTION EXIT - NOT TO SCALE

Issue	Last revision title	By	Date	Status
P01	DRAFT		04.04.25	01

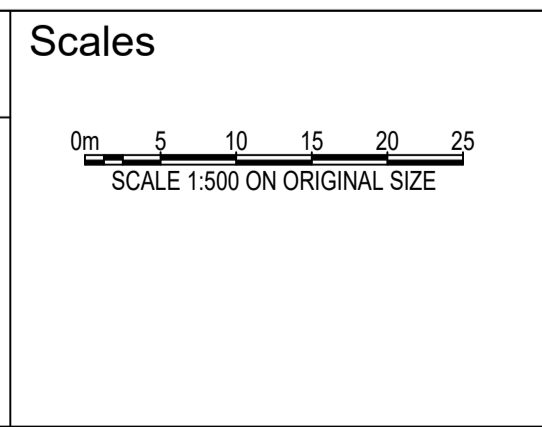
Discipline	Drawing Title and Number	Date	Rev.
ARCH			
STRUCT			
MECH			
ELEC			
HYD			
FIRE			
LANDS			
CIVIL			
SURVEY			

Discipline	Date
DRAWN	04.04.25
CHECKED	04.04.25
DESIGNED	04.04.25
VERIFIED	04.04.25
APPROVED	04.04.25

**ENGINEERS AUSTRALIA**  
Chartered Professional Engineer MEMBER

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Client  
**KUNAMA**



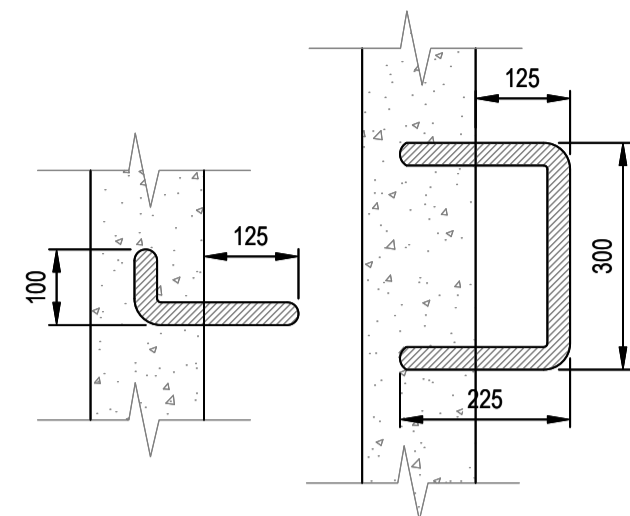
**S&G CONSULTANTS PTY LTD**  
SUITE 311, LEVEL 3  
480 PACIFIC HIGHWAY  
ST. LEONARDS, N.S.W. 2065  
T: +61 2 8883 4239  
Email: office@sgce.com.au  
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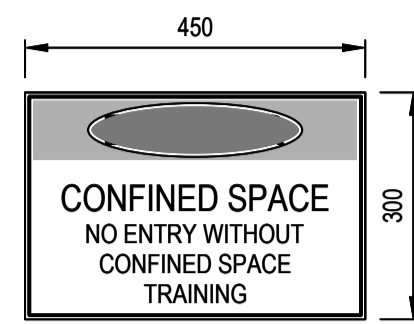
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CAMBRIDGE  
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Project No.	Set No.	Drg No.	Revision No.
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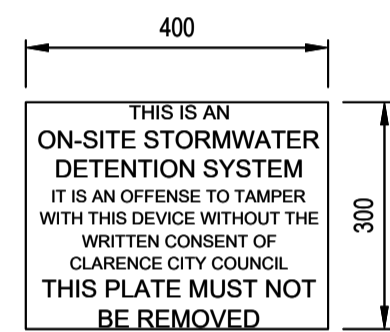




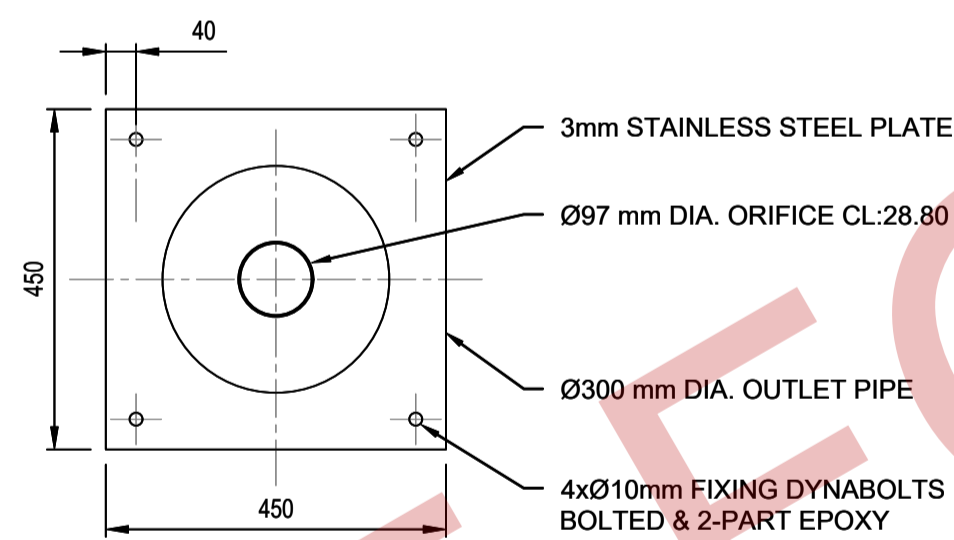
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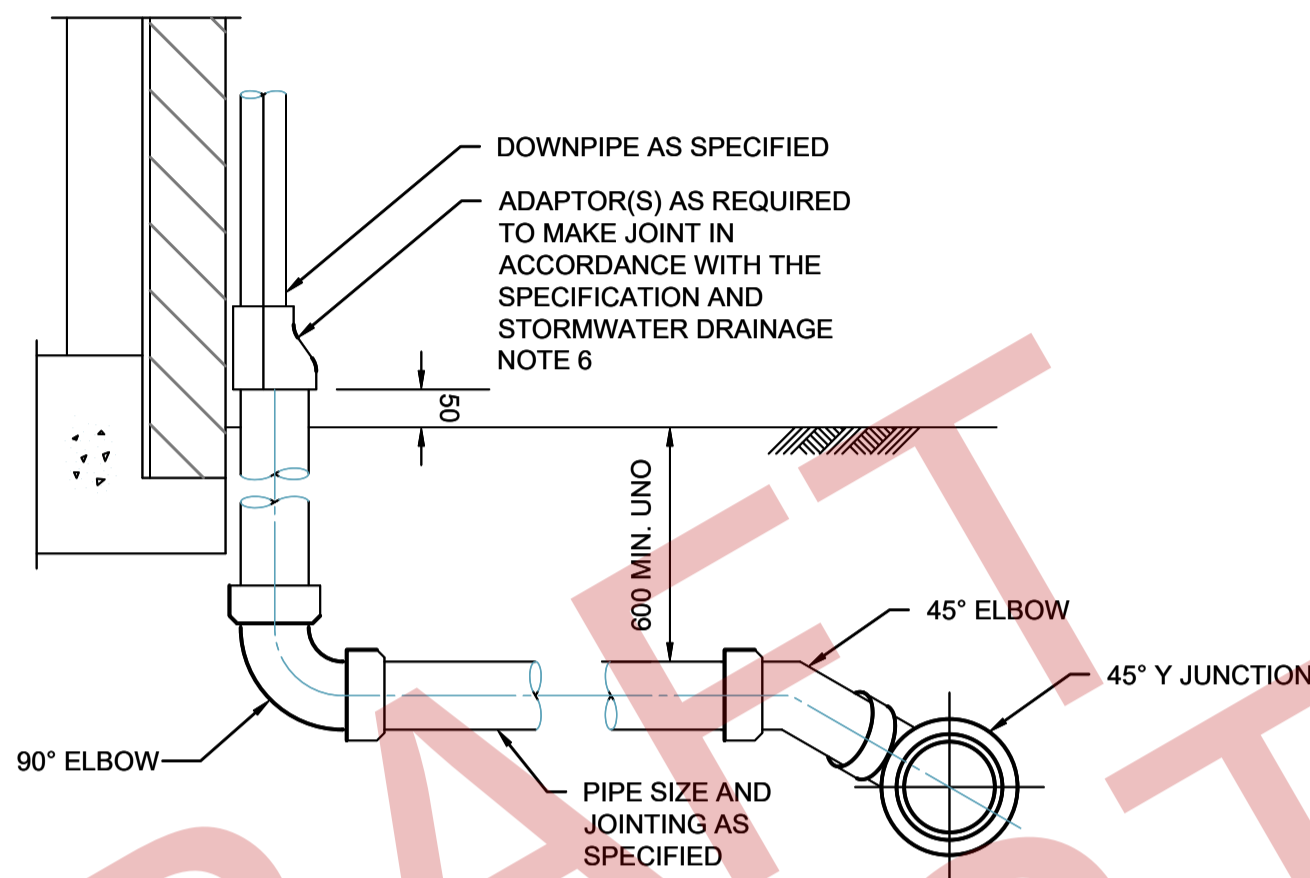
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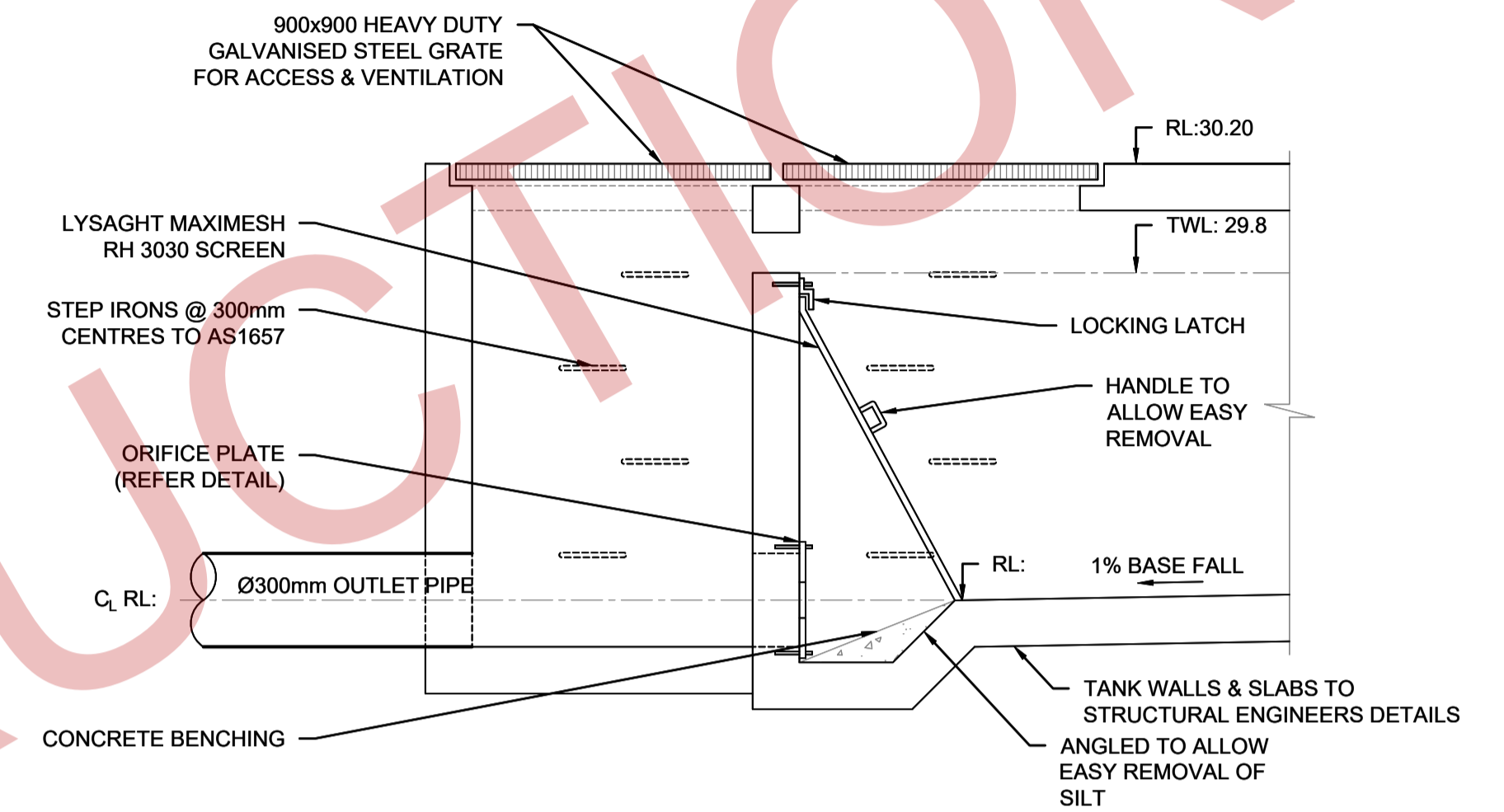
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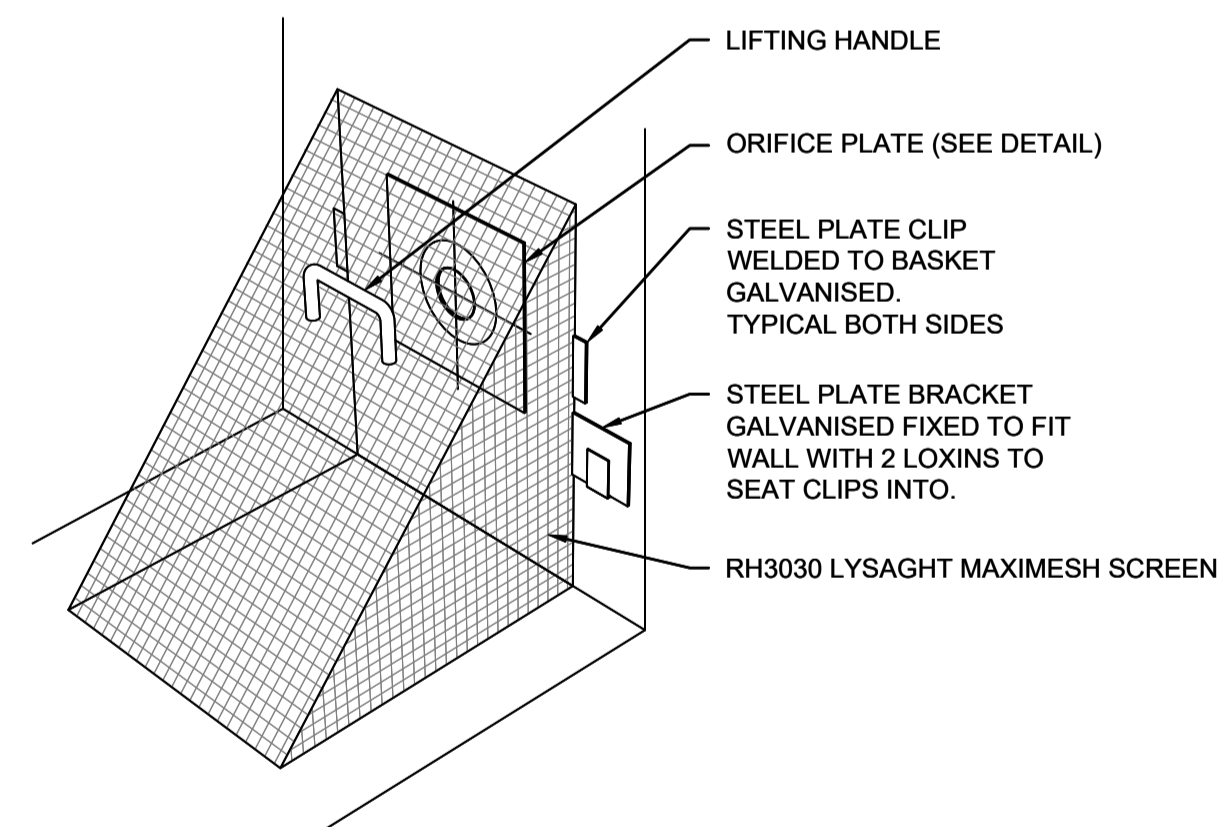
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**DOWNPIPE CONNECTION TO uPVC STORMWATER**  
SCALE 1: 20



**OSD TYPICAL SECTION**  
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**DEBRIS SCREEN**  
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Reference Coordination Drawing		Quality Control	
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1106 CAMBRIDGE ROAD  
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# 1106 CAMBRIDGE ROAD CAMBRIDGE SWEPT PATH ANALYSIS



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SHEET No.	DWG. No.	DRAWING TITLE	REV.
01	S02-C100	COVER SHEET & DRAWING INDEX	P01
02	S02-C301	FUEL TRUCK SWEPT PATH	P01
03	S02-C302	FUELLING ARRANGEMENT	P01

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20250077	S02-C301	P01	

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PROPOSED LOCATION OF FUEL DISPENSERS

Fuel Artics TRANSITS

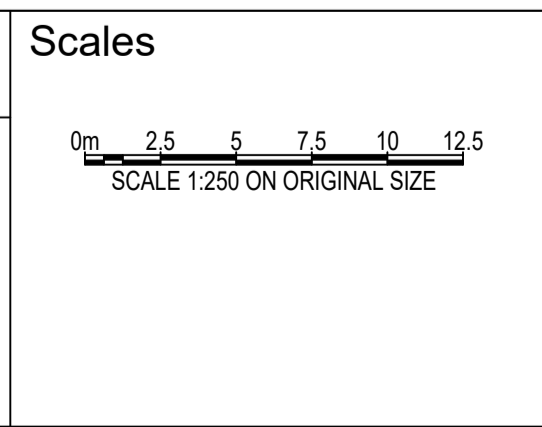
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**PROJECT**

1106 CAMBRIDGE ROAD  
CAMBRIDGE  
SWEEP PATH ANALYSIS

Status			
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Drawing Title			
FUELING ARRANGEMENT			
Project No.	Set No. - Drg No.	Revision No.	
20250077	S02-C302	P01	



**Endevor Pty Ltd**  
**1106 Cambridge Rd, Cambridge**  
**Traffic Impact Assessment**  
**July 2025**



CELEBRATING 15 YEARS  
2008 - 2023

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# 1. Introduction

## 1.1 Background

Midson Traffic were engaged by Endeavor Pty Ltd to prepare a traffic impact assessment for a proposed warehouse and fuel sales development at 1106 Cambridge Road, Cambridge.

## 1.2 Traffic Impact Assessment (TIA)

A traffic impact assessment (TIA) is a process of compiling and analysing information on the impacts that a specific development proposal is likely to have on the operation of roads and transport networks. A TIA should not only include general impacts relating to traffic management, but should also consider specific impacts on all road users, including on-road public transport, pedestrians, cyclists and heavy vehicles.

This TIA has been prepared in accordance with the Department of State Growth (DSG) publication, *Traffic Impact Assessment Guidelines*, August 2020. This TIA has also been prepared with reference to the Austroads publication, *Guide to Traffic Management*, Part 12: *Integrated Transport Assessments for Developments*, 2020.

Land use developments generate traffic movements as people move to, from and within a development. Without a clear understanding of the type of traffic movements (including cars, pedestrians, trucks, etc), the scale of their movements, timing, duration and location, there is a risk that this traffic movement may contribute to safety issues, unforeseen congestion or other problems where the development connects to the road system or elsewhere on the road network. A TIA attempts to forecast these movements and their impact on the surrounding transport network.

A TIA is not a promotional exercise undertaken on behalf of a developer; a TIA must provide an impartial and objective description of the impacts and traffic effects of a proposed development. A full and detailed assessment of how vehicle and person movements to and from a development site might affect existing road and pedestrian networks is required. An objective consideration of the traffic impact of a proposal is vital to enable planning decisions to be based upon the principles of sustainable development.

This TIA also addresses the relevant clauses of C2.0, *Parking and Sustainable Parking Code*, and C3.0, *Road and Railway Assets Code*, of the Tasmanian Planning Scheme – Clarence, 2021.

## 1.3 Statement of Qualification and Experience

This TIA has been prepared by an experienced and qualified traffic engineer in accordance with the requirements of Council's Planning Scheme and The Department of State Growth's, *Traffic Impact Assessment Guidelines*, August 2020, as well as Council's requirements.

The TIA was prepared by Keith Midson. Keith's experience and qualifications are briefly outlined as follows:

- 29 years professional experience in traffic engineering and transport planning.
- Master of Transport, Monash University, 2006
- Master of Traffic, Monash University, 2004

- Bachelor of Civil Engineering, University of Tasmania, 1995
- Engineers Australia: Fellow (FIEAust); Chartered Professional Engineer (CPEng); Engineering Executive (EngExec); National Engineers Register (NER)

#### **1.4 Project Scope**

The project scope of this TIA is outlined as follows:

- Review of the existing road environment in the vicinity of the site and the traffic conditions on the road network.
- Provision of information on the proposed development with regards to traffic movements and activity.
- Identification of the traffic generation potential of the proposal with respect to the surrounding road network in terms of road network capacity.
- Review of the parking requirements of the proposed development. Assessment of this parking supply with Planning Scheme requirements.
- Traffic implications of the proposal with respect to the external road network in terms of traffic efficiency and road safety.

#### **1.5 Subject Site**

The subject site is located at 1106 Cambridge Road, Cambridge. The site is currently an industrial storage facility that is predominantly vacant land.

The subject site and surrounding road network is shown in Figure 1.

**Figure 1 Subject Site & Surrounding Road Network**



*Image Source: LIST Map, DPIPWE*

## **1.6 Reference Resources**

The following references were used in the preparation of this TIA:

- Tasmanian Planning Scheme – Clarence, 2021 (Planning Scheme)
- Austroads, *Guide to Traffic Management, Part 12: Integrated Transport Assessments for Developments*, 2020
- Austroads, *Guide to Road Design, Part 4A: Unsignalised and Signalised Intersections*, 2021
- Department of State Growth, *Traffic Impact Assessment Guidelines*, 2020
- Roads and Maritime Services NSW, *Guide to Traffic Generating Developments*, 2002 (RMS Guide)
- Roads and Maritime Services NSW, *Updated Traffic Surveys*, 2013 (Updated RMS Guide)
- Australian Standards, AS2890.1, *Off-Street Parking*, 2004 (AS2890.1)

## 2. Existing Conditions

### 2.1 Transport Network

For the purposes of this report, the transport network consists of Cambridge Road only. Cambridge Road connects between Bellerive at its southern end to Kennedy Drive at its northern end. It provides an arterial/ collector road function between Bellerive, Warrane, Mornington and Cambridge.

Cambridge Road near the subject site handles around 4,900 vehicles daily, with peak traffic flows reaching approximately 650 vehicles per hour in the morning and 600 vehicles per hour in the evening. Heavy vehicles constitute about 4.3% of the traffic.

The road features a sealed pavement width of approximately 8.5 metres, with lane widths ranging from 3 to 3.5 metres, and connects to a large 5-leg roundabout intersecting Kennedy Drive, Richmond Link Road, Acton Road, and the Tasman Highway off-ramp.

Cambridge Road adjacent to the subject site is shown in Figure 2.

**Figure 2 Cambridge Road**



### 2.2 Road Safety Performance

Crash data can provide valuable information on the road safety performance of a road network. Existing road safety deficiencies can be highlighted through the examination of crash data, which can assist in determining whether traffic generation from the proposed development may exacerbate any identified issues.

Crash data was obtained from the Department of State Growth for a 5+ year period between 1<sup>st</sup> January 2019 and 30<sup>th</sup> June 2024 for Cambridge Road between Maxwells Road and Kennedy Drive.

Two crashes were reported during this time:

- 3:20pm, Friday 25<sup>th</sup> August 2023 – undefined crash type at the roundabout with Acton Road resulting in property damage only.
- 4:10pm, Saturday 2<sup>nd</sup> March 2024 – ‘other-curve’ single vehicle crash at the roundabout with Kennedy Drive resulting in Minor injury.

The crash data does not indicate that there are any pre-existing road safety deficiencies in the road network that may be exacerbated by traffic generated by the proposed development.

### 3. Proposed Development

#### 3.1 Development Proposal

The proposed development involves the construction of a fuel station 4 warehouses. On-site car parking is proposed for 23 spaces. Access is provided via an existing right-of-way (ROW). The existing driveway access to the site will be closed.

The proposed development is shown in Figure 3.

**Figure 3 Proposed Development Plans**



## 4. Traffic Impacts

### 4.1 Trip Generation

Trip generation rates were obtained from the RMS Guide. The traffic generation associated with each of the components of the proposed development are outlined in the following sections.

#### 4.1.1 Service Stations

The RMS Guide recommends an evening peak hour traffic generation rate of  $0.66 \times A(F)$ , where  $A(F)$  = floor area of the convenience store associated with the fuel station. This equates to an evening peak generation of 165 vehicles per hour.

The RMS Guide suggests that the daily traffic generation of the service station and convenience store is 17 times the evening peak, which equates to 3,009 vehicles per day (two-way movements).

It is also noted that service stations generate a significant proportion of linked trips. Linked trips are vehicles already travelling on the route (ie. Cambridge Road) stopping at the service station. It is likely that up to 40% of traffic generated by the service station will be linked trips.

#### 4.1.2 Warehouses

The RMS Guide states that warehouses generate 4 trips per day for each 100m<sup>2</sup> of gross floor area, with a peak of 0.5 trips per hour for every 100m<sup>2</sup> of gross floor area.

This equates to a traffic generation of 94 vehicles per day, with a peak of 12 vehicles per hour.

#### 4.1.3 Total Traffic Generation

The total traffic generation of the proposed development will be 3,103 vehicles per day, with a peak of 177 vehicles per hour (two-way movements).

### 4.2 Trip Assignment

All traffic will enter the site via the existing ROW. Vehicles exiting the site will utilise the ROW. Traffic generation is likely to be dominant to/ from the east of the site due to the connectivity with the nearby arterial road network.

The breakdown of vehicle movements at the access is estimated as summarised in Table 1.

**Table 1 PM Peak Access Movements Summary**

Access	Left-In	Right-In	Left-Out	Right-Out	Total Movements
ROW	27 vph	62 vph	62 vph	26 vph	177 vph

### 4.3 Access Impacts

The Acceptable Solution A1.4 of Clause C3.5.1 of the Planning Scheme states "*Vehicular traffic to and from the site, using an existing vehicle crossing or private level crossing, will not increase by more than the amounts in Table C3.1*".

Table C3.1 specifies a maximum increase in daily traffic volume at an access to be 10% of 10 vehicle movements per day whichever is greater. The traffic generation associated with the existing use of the site is unknown but assumed to be very low. The traffic distribution associated with the proposed development at the ROW access is provided in Section 4.2.

The traffic generation of the proposed development will exceed the requirements of Table C3.1 and therefore the traffic generation at the access does not comply with the requirements of Acceptable Solution A1.4 of Clause C3.5.1 of the Planning Scheme.

The Performance Criteria P1 of Clause C3.5.1 of the Planning Scheme states:

*"Vehicular traffic to and from the site must minimise any adverse effects on the safety of a junction, vehicle crossing or level crossing or safety or efficiency of the road or rail network, having regard to:*

- (a) any increase in traffic caused by the use;*
- (b) the nature of the traffic generated by the use;*
- (c) the nature of the road;*
- (d) the speed limit and traffic flow of the road;*
- (e) any alternative access to a road;*
- (f) the need for the use;*
- (g) any traffic impact assessment; and*
- (h) any advice received from the rail or road authority".*

The following is relevant with respect to the development proposal:

- a. Increase in traffic. The traffic generation of the development is likely to be 3,103 vehicles per day. The traffic generation is considered to be low with a peak hour traffic generation of 177 vehicles per hour which can be absorbed in at the site's access at a high level of efficiency.
- b. Nature of traffic. The traffic will be commercial in nature, consistent with traffic currently utilising the surrounding network.
- c. Nature of road. Cambridge Road is a major collector road that provides access to residential, commercial and industrial properties along its length. The nature of the road is consistent with the type of traffic that will be generated by the development proposal.
- d. Speed limit and traffic flow. Cambridge Road carries approximately 4,900 vehicles per day. The general urban speed limit of 60-km/h is applicable to Cambridge Road. The traffic flow and speed limit are compatible with the access arrangements associated with the proposed development.
- e. Alternative access. No alternative access is considered necessary. Consultation with State Growth resulted in the removal of the existing driveway access to the site. Reliance is therefore only made for the existing ROW access to the site.
- f. Need for use. The access is required to service the car parking and loading areas associated with the proposed development.
- g. Traffic impact assessment. This report documents the findings of a traffic impact assessment.
- h. Road authority advice. Council requires a TIA to be prepared for the proposed development.

Based on the above assessment, the access arrangements associated with the proposed development satisfy the requirements of Performance Criteria P1 of Clause C3.5.1 of the Planning Scheme.

#### **4.4 Sight Distance**

Australian Standards, AS2890.1, provide the sight distance requirements for commercial driveways. Sight distance requirements are lower for driveways compared to road junctions.

The minimum sight distance requirements for a commercial driveway access in a 60-km/h frontage road is 65 metres (the desirable sight distance is 83 metres). The available sight distance exceeds the requirements of AS2890.1 in both directions along Cambridge Road from the ROW access.

#### **4.5 Pedestrian Impacts**

The proposed development is unlikely to generate a significant pedestrian activity in the surrounding road network.

##### **4.5.1 Internal Pedestrian Infrastructure**

The Acceptable Solution A1 of Clause C2.6.5 of the Planning Scheme states:

*"Uses that require 10 or more car parking spaces must:*

- (a) *have a 1m wide footpath that is separated from the access ways or parking aisles, excluding where crossing access ways or parking aisles, by:*
- (i) *a horizontal distance of 2.5m between the edge of the footpath and the access way or parking aisle; or*
  - (ii) *protective devices such as bollards, guard rails or planters between the footpath and the access way or parking aisle; and*
- (b) *be signed and line marked at points where pedestrians cross access ways or parking aisles”.*

Pedestrian footpaths are provided throughout the site, with line marked zebra crossings within the car park. The pedestrian paths are separated from the access way and aisles by a distance of more than 2.5 metres (noting that angle parking is provided between the paths and the parking).

A zebra crossing is provided between the Cambridge Road footpath and the main entrance to the service station. A second zebra crossing is also provided between the storage areas and the service station.

On this basis the pedestrian infrastructure within the site satisfies the requirements of Acceptable Solution A1 of Clause C2.6.5 of the Planning Scheme.

#### **4.5.2 External Pedestrian Infrastructure**

The proposed 10-metre access width has been determined based on the swept path requirements of Heavy Rigid Vehicles (HRV) accessing the warehouse facilities. The 10-metre access driveway crosses an existing unsealed pedestrian path adjacent to the site on Cambridge Road. This width represents the minimum necessary to safely accommodate the design vehicle while maintaining adequate clearances for vehicle manoeuvring (as detailed in Section 5.6 and Figure 4).

The frequency of heavy vehicle movements accessing the site will be relatively low. The traffic generation of the warehouse component generates only 94 vehicles per day with a peak of 12 vehicles per hour. Heavy vehicle deliveries to the warehouses are anticipated to occur several times per day and will typically be scheduled outside peak pedestrian activity periods. This low frequency of heavy vehicle movements significantly reduces the potential for pedestrian-vehicle conflicts compared to sites with continuous heavy vehicle activity.

The existing pedestrian infrastructure along this section of Cambridge Road consists of an unsealed gravel path. General site observations indicate this path experiences relatively low pedestrian utilisation, consistent with the industrial/commercial character of the surrounding area. The 10-metre access width, while wider than standard residential driveways, is appropriate for the industrial nature of the development and the infrequent heavy vehicle movements.

The proposed access arrangements are consistent with the existing character of Cambridge Road, which serves a mix of commercial and industrial properties. Many existing properties in the vicinity have similar access requirements to accommodate heavy vehicles, and the 10-metre width falls within Council's stated acceptable range for industrial crossovers in specific circumstances.

## **4.6 Road Safety Impacts**

No significant road safety impacts are foreseen for the proposed development. This is based on the following:

- The surrounding road transport network is capable of absorbing the estimated traffic generation of the proposed development. Approximately 40% of trips generated by the development is likely to be pass-by trips (ie. trips already on the network diverted into the development).
- The site was previously a storage yard. The movement of vehicles into and out of the site will therefore not be seen as 'unusual' for motorists.
- The crash history of the surrounding road network near the subject site does not indicate that there are any specific road safety issues that are likely to be exacerbated by the proposed development.

## 5. Parking Assessment

### 5.1 Parking Provision

The proposed development provides a total of 23 on-site car parking spaces. This includes 1 disabled parking space.

### 5.2 Empirical Parking Assessment

The likely parking demands associated with the proposed development were determined from the RMS Guide. The parking demands of each of the components was assessed as follows:

- Service Station. 6 spaces per work bay + 5 spaces per 100m<sup>2</sup> of convenience store = 13 spaces.
- Warehouses. 1 space per 300m<sup>2</sup> of gross floor area = 8 spaces.
- TOTAL. 21 spaces

The provision of 23 parking spaces therefore satisfies the likely demand associated with the proposed development.

### 5.3 Planning Scheme Requirements

The Acceptable Solution A1 of Clause C2.5.1 of the Planning Scheme states:

*"The number of on-site car parking spaces must be no less than the number specified in Table C2.1, excluding if:*

- (a) the site is subject to a parking plan for the area adopted by council, in which case parking provision (spaces or cash-in-lieu) must be in accordance with that plan;*
- (b) the site is contained within a parking precinct plan and subject to Clause C2.7;*
- (c) the site is subject to Clause C2.5.5; or*
- (d) it relates to an intensification of an existing use or development or a change of use where:*
  - (i) the number of on-site car parking spaces for the existing use or development specified in Table C2.1 is greater than the number of car parking spaces specified in Table C2.1 for the proposed use or development, in which case no additional on-site car parking is required; or*
  - (ii) the number of on-site car parking spaces for the existing use or development specified in Table C2.1 is less than the number of car parking spaces specified in Table C2.1 for the proposed use or development, in which case on-site car parking must be calculated as follows:*

$$N = A + (C - B)$$

*N = Number of on-site car parking spaces required*

*A = Number of existing on site car parking spaces*

*B = Number of on-site car parking spaces required for the existing use or development specified in Table C2.1*

*C= Number of on-site car parking spaces required for the proposed use or development specified in Table C2.1”.*

Table C2.1 requires the following car parking provision:

- Service Station (fuel sales) - 4 spaces per service bay. This is a requirement for zero spaces (no service bays are proposed).
- Warehouses (storage) – 1 space per 200m<sup>2</sup> of floor area or 1 space for each 500m<sup>2</sup> of the site area, whichever is greater. This is a requirement for 30 spaces based on site area.
- TOTAL – 30 spaces

It is important to note that the warehouse component of the development is assessed in Table C2.1 by site area, which is defined as the total area of the site, not the area utilised for the footprint of the warehouse component. The site area also contains the service station component, so clearly not all the site area is available for the warehouse use and the calculation of parking using Table C2.1 therefore results in an overestimation of parking requirements.

The provision of 23 parking spaces therefore does not satisfy the requirements of Acceptable Solution A1 of Clause C2.5.1 of the Planning Scheme.

The Performance Criteria P1.1 of Clause C2.5.1 of the Planning Scheme states:

*"The number of on-site car parking spaces for uses, excluding dwellings, must meet the reasonable needs of the use, having regard to:*

*(a) the availability of off-street public car parking spaces within reasonable walking distance of the site;*

*(b) the ability of multiple users to share spaces because of: (i) variations in car parking demand over time; or (ii) efficiencies gained by consolidation of car parking spaces;*

*(c) the availability and frequency of public transport within reasonable walking distance of the site;*

*(d) the availability and frequency of other transport alternatives;*

*(e) any site constraints such as existing buildings, slope, drainage, vegetation and landscaping;*

*(f) the availability, accessibility and safety of on-street parking, having regard to the nature of the roads, traffic management and other uses in the vicinity;*

*(g) the effect on streetscape; and*

*(h) any assessment by a suitably qualified person of the actual car parking demand determined having regard to the scale and nature of the use and development”.*

- a. Off-street public parking. Not applicable, there are no nearby off-street public parking areas.
- b. Shared parking. Some shared parking is possible, with users of the warehouse component visiting the service station component.
- c. Public transport. Not applicable.
- d. Alternative transport. Not applicable.
- e. Site constraints. Not applicable.
- f. On street parking. Not applicable.
- g. Streetscape. Not applicable.
- h. Parking demands. Parking demands associated with the proposed development will be lower than Planning Scheme requirements. The empirical parking demands are set out in Section 5.2.

Based on the above assessment, the parking provision associated with the proposed development satisfies the requirements of Performance Criteria P1 of Clause C2.5.1 of the Planning Scheme. Specifically, the parking demands associated with the development will be lower than planning scheme requirements. The Acceptable Solution shortfall of 7 spaces is resolved by a reduced parking demand associated with the nature of the proposed development.

## **5.4 Car Parking Layout**

The Acceptable Solution A1.1 of Clause C2.6.2 of the Planning Scheme states:

*"Parking, access ways, manoeuvring and circulation spaces must either:*

*(a) comply with the following:*

- (i) have a gradient in accordance with Australian Standard AS 2890 - Parking facilities, Parts 1-6;*
- (ii) provide for vehicles to enter and exit the site in a forward direction where providing for more than 4 parking spaces;*
- (iii) have an access width not less than the requirements in Table C2.2;*
- (iv) have car parking space dimensions which satisfy the requirements in Table C2.3;*
- (v) have a combined access and manoeuvring width adjacent to parking spaces not less than the requirements in Table C2.3 where there are 3 or more car parking spaces;*
- (vi) have a vertical clearance of not less than 2.1m above the parking surface level;*  
*and*

- (vii) *excluding a single dwelling, be delineated by line marking or other clear physical means; or*
- (b) *comply with Australian Standard AS 2890- Parking facilities, Parts 1-6".*

The car parking was assessed against the requirements of A1.1(b), using AS2890.1 as detailed in the following sections.

#### **5.4.1 Parking Space Dimensions**

The car parking layout has the following car parking dimensions:

AS2890.1 defines the car park as User Class 3A, '*short-term, high turnover parking at shopping centres*'.

User Class 3 requires the following dimensions for 90-degree parking:

- Space length 5.4 metres
- Space width 2.6 metres
- Aisle width 6.6 metres

The parking spaces have the following dimensions:

- Space length 5.4 metres
- Space width 2.6 metres
- Aisle width Varies – minimum 8.7 metres

The parking space dimensions therefore comply with the requirements of AS2890.1.

#### **5.4.2 Parking Grade**

Section 2.4.6 of AS2890.1 states that the maximum grades within a car park shall be:

- Measured parallel to the angle of parking 1 in 20 (5%)
- Measured in any other direction 1 in 16 (6.25%)

All parking spaces are effectively level, thus complying with the AS2890.1 grade requirements.

#### **5.4.3 Driveway Grade**

Section 2.5.3(b) of AS2890.1 states the following regarding the maximum grade of straight ramps:

- i. Longer than 20 metres – 1 in 5 (20%) maximum.

- ii. Up to 20 metres long – 1 in 4 (25%) maximum. The allowable 20 m maximum length shall include any parts of the grade change transitions at each end that exceed 1 in 5 (20%).

The maximum grade of the driveway access and ROW do not exceed these grades, therefore complying with the AS2890.1 requirements.

#### **5.4.4 Driveway Width**

AS2890.1 defines the access as Category 1 driveways (User Class 3A servicing less than 25 spaces fronting onto a local road).

Category 1 access driveways require a minimum width of 3.0. The ROW and driveway both comply with this requirement.

Further assessment was undertaken using AS2890.2 in relation to heavy vehicles. The width of the ROW access is 10-metres, which accommodates the swept path of HRV vehicles, as noted in Section 5.6. The width is considered appropriate when considering the manoeuvring requirements of HRV's into and out of the site.

#### **5.4.5 AS2890.1 Assessment Summary**

Based on the above assessment, the parking layout complies with the requirements of Acceptable Solution A1.1(b) of Clause C2.6.2 of the Planning Scheme.

### **5.5 Accessible Parking**

The development provides 1 disabled parking space, located in front of the convenience store of the service station. The disabled parking provision complies with the requirements of the BCA Code.

The dimensions and layout of the accessible parking spaces comply with the requirements of AS2890.6 (specifically noting the requirement for a 'shared space' adjacent to the accessible parking space).

### **5.6 Commercial Parking**

The proposed warehouses will provide access to heavy vehicles.

The Acceptable Solution A1 of Clause C2.6.6 of the Planning Scheme states: "*The area and dimensions of loading bays and access way areas must be designed in accordance with Australian Standard AS 2890.2–2002, Parking facilities, Part 2: Off-street commercial vehicle facilities, for the type of vehicles likely to use the site*".

The development provides four loading bay areas (1 loading area for each warehouse) as well as facilitating the delivery of fuel by semi-trailer.

AS2890.2 requires that the loading bay service area is dependent on a combination of:

- (a) The maximum size of vehicle likely to use the facility.
- (b) The frequency with which vehicles of different classification use the facility; and

- (c) Whether the public road from which the facility is accessed is a major or minor road.

The following points are relevant for the site:

- Swept paths of an 12.5 metre truck (Heavy Rigid Vehicle (HRV), the design vehicle) were tested through the site, to and from Cambridge Road. This relates to the operation of the warehouses. Swept paths of HRV vehicles within the site are detailed in Figure 4.
- The frequency of access to the site will be several times per day by vehicles of differing sizes.
- Access into the site is via a major road. This access (which is in its exiting location for the current site) has been assessed to be appropriate in following sections of AS2890.2

AS2890.2 requirements and recommendations that the use of the service area for regular use of a major road (Cambridge Road) are as follows:

- (a) A service area unobstructed by other vehicles or on-site activities shall be provided.
- (b) All manoeuvring associated with parking, loading and unloading shall be able to be confined to the service area.
- (c) Both entry and exit at the property boundary shall be in the forward direction.
- (d) Circulation roadways shall be provided to connect the access driveway with the service area.
- (e) Wherever practicable, separate entry and exit access driveways should be provided.

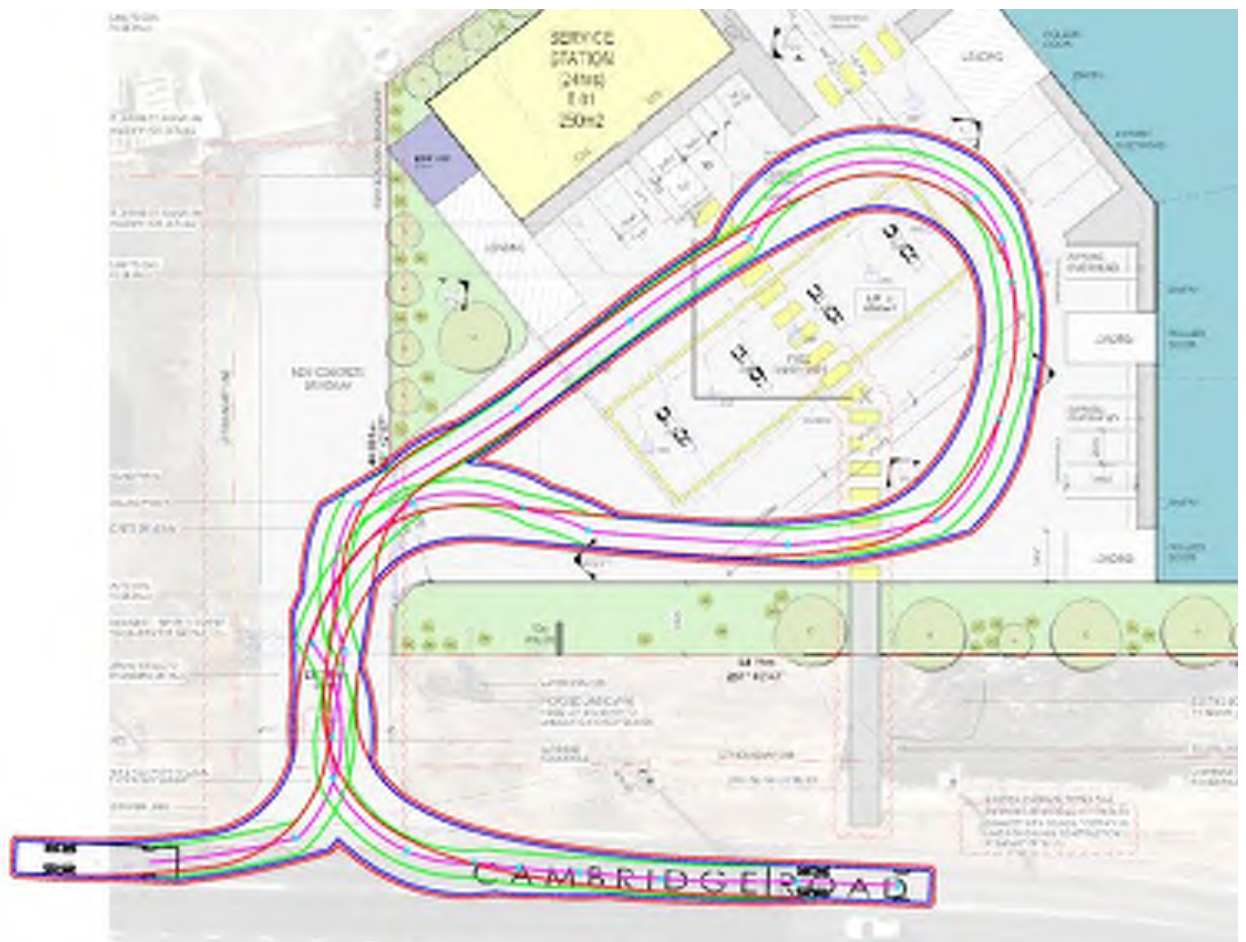
In this case, the following is applicable:

- (a) The service area and access driveway has been tested to enable the swept path of an HRV.
- (b) All manoeuvring associated with parking, loading and unloading are within the eastern section of the car park of the site. It is not possible to separate the service areas from the customer car parking areas associated with the service station due to the constrained nature of the site. The manoeuvring area is well clear of all other parking spaces of the site.
- (c) Entry and exit at Cambridge Road is in a forward direction.
- (d) Circulation roadways are not specifically provided, but the large area between customer parking spaces and fuel bowser areas is available for circulation between Cambridge Road and loading areas.
- (e) Separate entry and exit is provided.

The service station component will require semi-trailer fuel tankers to access the site. The assessment of this component of the site is similar to the two loading zones above. The design vehicle is a semi-trailer, accessing the site via a simple left-turn entry and left-turn exit. This manoeuvre is considered typical for a service station. Fuel tanker access is undertaken infrequently and outside normal peak periods. It therefore has minimal impact on car parking accessibility for other users of the site.

The proposed access and manoeuvring arrangements therefore comply with 3.2.3 of AS2890.2. Acceptable Solution A1 of Clause C2.6.6 of the Planning Scheme is met.

**Figure 4 Heavy Rigid Vehicle Swept Path**



## 6. Conclusions

This traffic impact assessment (TIA) investigated the traffic and parking impacts of a proposed fuel sales and warehouse development at 1106 Cambridge Road, Cambridge.

The key findings of the TIA are summarised as follows:

- The traffic generation of the development is likely to be 3,103 vehicles per day with a peak generation of 177 vehicles per hour. It is noted that the service station is likely to generate a significant amount of linked trips, where vehicles are diverted into the site that were already travelling on the road corridor.
- The traffic generation at the development's access meet the requirements of Performance Criteria P1 of Clause C3.5.1 of the Planning Scheme.
- The proposed 10-metre access width is justified by the swept path requirements of Heavy Rigid Vehicles accessing the warehouse facilities. The pedestrian safety risk associated with this width is considered acceptable given the low frequency of heavy vehicle movements (94 vehicles per day), minimal pedestrian utilisation of the unsealed gravel path, and consistency with the industrial character of the surrounding area.
- The internal pedestrian infrastructure meets the requirements of Acceptable Solution A1 of Clause C2.6.5 of the Planning Scheme, with appropriate separation distances and marked crossings provided throughout the site.
- The car parking provision of 23 on-site parking spaces meets the requirements of Performance Criteria P1.1 of Clause C2.5.1 of the Planning Scheme. The likely parking demand associated with the development is 21 spaces.
- The car parking layout of the development meets the requirements of Acceptable Solution A1.1(b) of Clause C2.6.2 of the Planning Scheme.
- The proposed access and manoeuvring arrangements associated with the loading areas comply with the Acceptable Solution A1 of Clause C2.6.6 of the Planning Scheme. Heavy Rigid Vehicle swept path analysis confirms adequate manoeuvring space is provided within the site.

Based on the findings of this report the proposed development is supported on traffic grounds.

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**Document Status**

Revision	Author	Review	Date
0	Keith Midson	Zara Kacic-Midson	11 July 2024
1	Keith Midson	Zara Kacic-Midson	2 August 2024
2	Keith Midson	Zara Kacic-Midson	14 March 2025
3	Keith Midson	Zara Kacic-Midson	3 July 2025



### GROSS BUILDING AREAS LEGEND

SERVICE STATION	250 m <sup>2</sup>
WAREHOUSE	2,105 m <sup>2</sup>
<b>TOTAL GROSS BUILDING AREA (GBA)</b>	<b>2,355 m<sup>2</sup></b>

### SITE AREAS LEGEND

SERVICE STATION	26 m <sup>2</sup>
REFUSE	26 m <sup>2</sup>
LANDSCAPING	1,281 m <sup>2</sup>
<b>TOTAL LANDSCAPE AREA</b>	<b>1,281 m<sup>2</sup></b>

### TOTAL SITE AREA

Lot 2 155190	6,000 m <sup>2</sup>
<b>TOTAL SITE AREA</b>	<b>6,000 m<sup>2</sup></b>

### PARKING SCHEDULE

TOTAL CARPARKING SPACES	22
TOTAL MOTORCYCLE SPACES	2

### LEGEND

DENOTES FOOTPATH  
 DENOTES DRIVEWAY

**NOTE: ALL INFORMATION SHOWN OUTSIDE OF SUBJECT SITE LOT BOUNDARY IS TO BE CONFIRMED VIA NEW FEATURE SURVEY BY LICENSED LAND SURVEYOR. ALL INFORMATION SHOWN OUTSIDE OF SUBJECT SITE LOT BOUNDARY ASIDE FROM VEHICLE CROSSOVERS IS INDICATIVE ONLY.**

J	CROSSOVER/ DRIVEWAY REDUCED.	HB	06/06/2025
I	PEDESTRIAN ACCESS ADDED	TRG	17/02/2025
H	CROSSOVER TO CAMBRIDGE RD REMOVED	TRG	10/10/2024
G	MOTORCYCLE PARKING ADDED	TRG	25/09/2024
REV	AMENDMENTS DETAILS	BY	DATE



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### PROPOSED COMMERCIAL DEVELOPMENT

PROJECT ADDRESS  
**1106 Cambridge Road**

**CAMBRIDGE TAS 7170**

### PROPOSED SITE PLAN

CLIENT  
**Endevor Pty Ltd**

DATE	SCALE @ A1	NORTH
MAY '24	As indicated	
DRAWN	CHECKED	
SJV	HB	

TOWN PLANNING			
PROJECT No.	DRAWING No.	REVISION No.	SHEET
23468	TP1.02	J	3 of 8

**1 PROPOSED SITE PLAN**  
 1 : 200



16 April 2025

The General Manager  
 Clarence City Council  
 38 Bligh Street  
 ROSNY PARK 7018

Dear Mr Nelson

**GM CONSENT REQUEST - 1106 CAMBRIDGE ROAD, CAMBRIDGE**

I am writing to request council consent for development within Council land. The application includes development on land that is owned by the City of Hobart, and as required by S52 of the *Land Use and Approvals Act 1992*, I request Council’s consent in respect to this application.

The following works are proposed on Council land, within the Cambridge Road reserve:

- The existing access along the southwestern boundary (ROW) is proposed to be upgraded to support the development. This upgrade includes widening the access between 12m widening to a maximum of 21m toward the road frontage, as well as adding a new impervious concrete surface.
- The existing unused crossover along the southern boundary of the site is proposed to be removed and the kerbside reinstated.

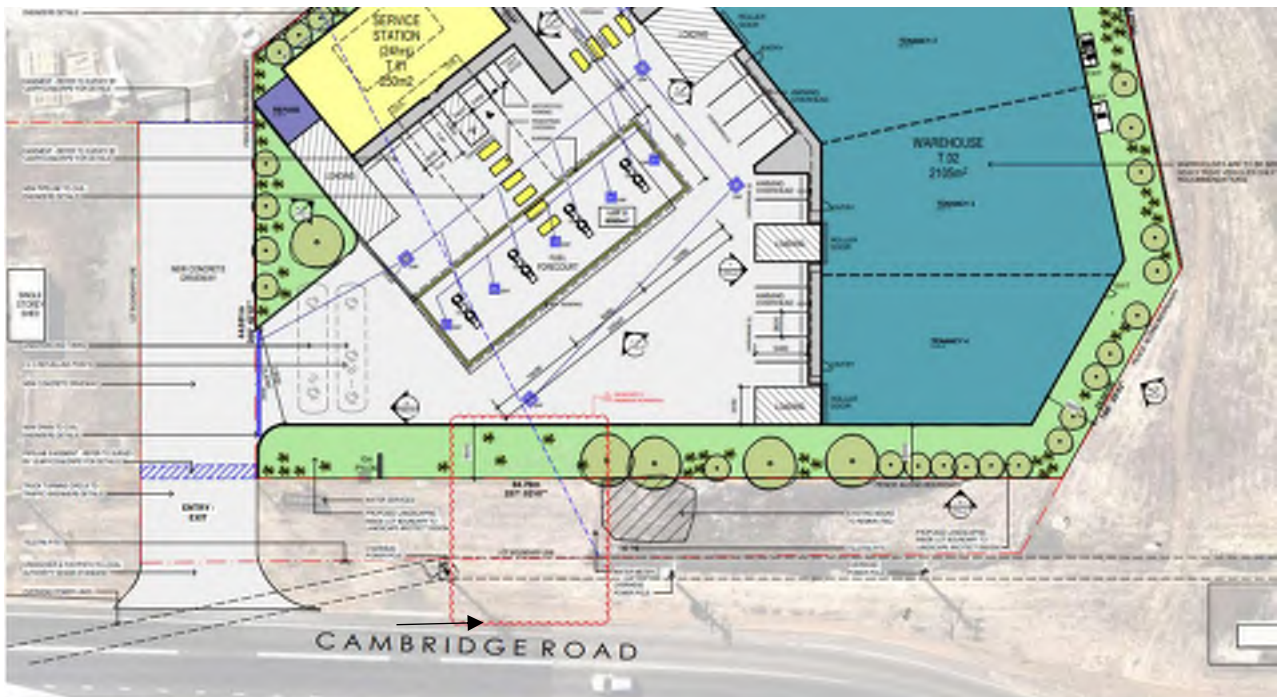


Figure 1: Site plan 2025 (source: trg 2025)

Please refer to accompanying documentation for further details regarding the above.

If you have any further queries in relation to any of the above, please contact me on 6234 9281.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'M. Fortini', with a small flourish at the end.

Michela Fortini  
Planner  
**IRENEINC PLANNING & URBAN DESIGN**

1106 CAMBRIDGE ROAD, CAMBRIDGE



## 1106 CAMBRIDGE ROAD, CAMBRIDGE

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**Planning application involving a service station and warehouse (fuel services and storage uses) and associated signage**

Last Updated - 16 April 2025

Author - Michela Fortini/Kate Heckelmann

Reviewed - Irene Duckett

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# 1. INTRODUCTION

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Ireneinc Planning & Urban Design has been engaged by Endeavor Pty Ltd to prepare a development application seeking approval from the *Clarence City Council* for a service station and warehouse (fuel services and storage use) and associated development 1106 Cambridge Road, Cambridge.

The following is an assessment of the proposed use in response to the provisions of the *Tasmanian Planning Scheme - Clarence* and has been prepared in accordance with the requirements of the *Land Use Planning Approvals Act 1993*.

The documentation that this assessment has been prepared in response to and forms part of the permit application is as follows:

- Certificate of title
- Proposal plans prepared by TRG
- Stormwater - drainage concept plan prepared by Ceviso
- Traffic Impact Assessment prepared by Midson Traffic
- General Managers Consent
- Landowner notification to 1102 Cambridge road

## 1.1 THE SITE

The site is located at 1106 Cambridge Road, Cambridge. It is approximately 6000m<sup>2</sup> and is formally described as CT 155190/2. The lot has frontage to both Cambridge Road and Richmond Road.



Figure 1: Topographic Map (source: the listmap, 2024)

It is noted that while the proposed service station and warehouse be located on CT155190/2, the existing access arrangements make it necessary for the following properties to form part of the development application:

- 1102 Cambridge Road, Cambridge - formally described as CT 155190/1
- Local Government Area Subdivision Road - formally described as CT 143487/5.

The extent of these titles are shown below, with the subject site highlighted in purple, and the remaining titles forming part of the site for the purposes of access.



Figure 2: Aerial imagery of site outlined in red (source: the Listmap, 2024)

## 1.2 INFRASTRUCTURE & SERVICES

The site and surrounding areas are fully serviced by existing reticulated water and sewer infrastructure.



Figure 3: Water serviced land (blue) and sewer serviced land (pink) including mains (source: the Listmap, 2024)

## 1.3 EXISTING USE

The subject site is predominantly cleared and levelled and hosts an existing outbuilding with toilet facilities. The site is primarily utilised for parking large clearway vehicles, and is located on prime industrial land within proximity to major highways and arterial roads.

The site has two existing accesses. One access is located along a Local Government Subdivision Road lot along the southern boundary. At current, this lot does not contain any road infrastructure, as demonstrated in the below images. This crossover is fenced off and is currently not in use.



Figure 4: Imagery of vehicular access to the site (source: the listmap, 2024 & googlemaps, 2024)

The primary access to the site is via the aforementioned subdivision road lot, adjoining Cambridge Road. This access utilises a Right of Way (RoW) over the land at 1102 Cambridge Road, as demonstrated below:



Figure 5: imagery of vehicular access to the site (source: the listmap, 2024 & googlemaps, 2024)

#### 1.4 SURROUNDING USES

The site is within 5km of the Hobart International Airport.

The adjoining uses are listed as follows:

<b><i>Road link to Richmond Road</i></b>	<ul style="list-style-type: none"> <li>○ Road lot</li> </ul>
<b><i>Cambridge Road lot</i></b>	<ul style="list-style-type: none"> <li>○ Road lot</li> </ul>
<b><i>1102 Cambridge Road</i></b>	<ul style="list-style-type: none"> <li>○ Podmatrix (designer house pods)</li> <li>○ Wynyard bus lines Hobart (bus services)</li> </ul>

	<ul style="list-style-type: none"> <li>○ Grand touring coaches (bus services)</li> <li>○ Total prefabrication houses (prefab houses)</li> </ul>
<b>1098 Cambridge Road</b>	<ul style="list-style-type: none"> <li>○ Telstra exchange</li> </ul>
<b>1092 Cambridge Road</b>	<ul style="list-style-type: none"> <li>○ Pooley wines (bulky goods/warehousing)</li> </ul>
<b>26 Maxwells Road</b>	<ul style="list-style-type: none"> <li>○ Skretting Australia (aquaculture manufacturing).</li> </ul>
<b>1095 Cambridge Road</b>	<ul style="list-style-type: none"> <li>○ Komatsu Hobart (heavy machinery hire/purchase)</li> </ul>
<b>9 Abernant Way</b>	<ul style="list-style-type: none"> <li>○ Vacant land</li> </ul>

## 2. PROPOSAL

---

### 2.1 OVERVIEW

The proposal seeks approval for the use of this site as a service station and associated infrastructure as well as a warehouse building on the eastern side of the property.

The service station component will provide fuel sales for commuters along with convenience goods, it is proposed to operate 24 hours a day. The service station proposes to include 4 bowsers covered by a fuel canopy as well as 250m<sup>2</sup> building associated with the service station operations.

The warehouse building is proposed to include a floor area of approximately 2104m<sup>2</sup> and is intended to be used for storage and would be capable of housing up to 4 separate tenancies.

The proposal will provide 23 car spaces as well as appropriate loading and refuse areas to service the proposed uses.

Landscaping will be provided along all boundaries, aside from the areas where the vehicular crossovers are proposed to be located.

### 2.2 DEMOLITION

The proposal includes the demolition of the existing structure onsite. Please refer to the accompanying demolition plan.

### 2.3 SIGNAGE

The proposal also includes signage to be associated with both the service station and warehouse components. A total of 16 signs are proposed and are described in further detail under the 'codes' section of this report.

### 2.4 WORKS WITHIN COUNCIL LAND

The following provides a breakdown of the associated works required within Council Land:

- The existing access along the southwestern boundary (ROW) is proposed to be upgraded to support the development. This upgrade includes widening the access between 12m widening to a maximum of 21m toward the road frontage, as well as adding a new impervious concrete surface.
- The existing unused crossover along the southern boundary of the site is proposed to be removed and the kerb reinstated.



### 3. PLANNING SCHEME PROVISIONS

The following is an assessment of the proposal in response to the provisions of the *Tasmanian Planning Scheme - Clarence*.

#### 3.1 LIGHT INDUSTRIAL ZONE

The 1106 Cambridge Road and 1102 Cambridge Road site are identified within the Light Industrial Zone. The LGA Road portion of the site is identified within the Utilities Zone.

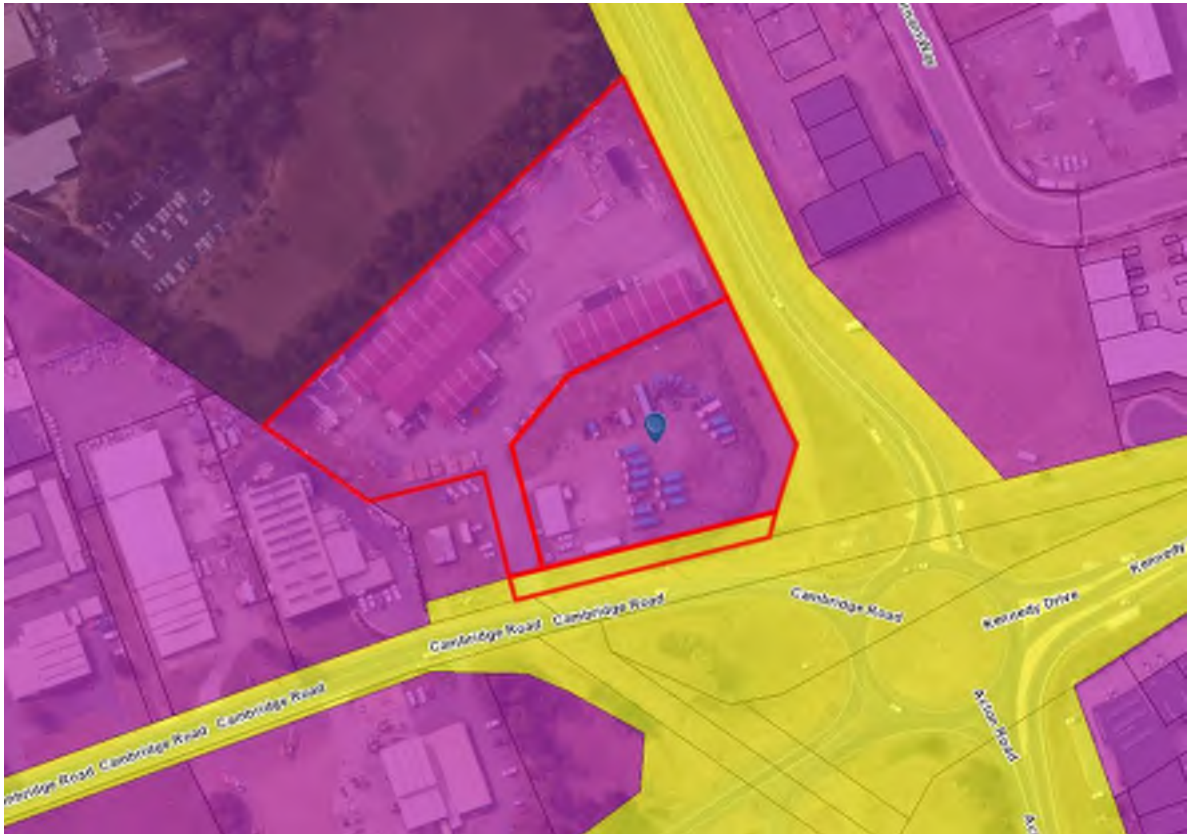


Figure 7: Zoning Plan with light industrial zoning in purple and utilities zoning in yellow (source: the LISTmap, 2024)

The purpose of the Light Industrial Zone is as follows:

- 18.1.1 *To provide for manufacturing, processing, repair, storage and distribution of goods and materials where off site impacts are minimal or can be managed to minimise conflict with, or unreasonable loss of amenity to, any other uses.*
- 18.1.2 *To provide for use or development that supports and does not adversely impact on industrial activity.*

The site is within the light industrial zone and is surrounded by similar industrial uses.

Due to the light industrial nature of these uses, the proposed fuel station does not have any offsite impacts that will implicate the efficiency or amenity of this adjoining land. The proposed warehouse component of the proposal is well suited and aligns with the nature of existing surrounding light industrial uses.

The proposed development provides targeted services and facilities for commuters travelling through the international airport, Cambridge and Hobart city. The proposal will add value to the local area and to the wider region by providing fuel servicing facilities in an appropriate location.

Fuel services and associated infrastructure are ideally placed within this zone as it provides for ease of accessibility for vehicles, including trucks and heavy machinery. The site is set back from residential uses by over 300m, reducing any potential risk to residents associated with hazardous materials. Businesses in light industrial areas often have a high demand for fuel due to the operation of machinery, trucks, and other equipment. By locating fuel services within these areas, businesses can easily access the fuel they need, promoting efficiency within the zone. Furthermore, the area already has the required infrastructure in place to support fuel service use, including roads built to accommodate heavy traffic.

Concentrating fuel services within light industrial areas can lead to cost savings for both fuel providers and consumers. By clustering fuel services in one centralised and appropriate location, providers can streamline operations and reduce transportation costs.

### 3.1.1 USE STATUS

#### SERVICE STATION

The service station component is best categorised within the Vehicle Fuel Sales and Service use class. Under the planning scheme this use class is defined as:

*use of land primarily for the sale of motor vehicle fuel and lubricants, and if the land is so used, the use may include the routine maintenance of vehicles. An example is a service station.*

This is a permitted use within the Light Industrial Zone.

#### WAREHOUSE

The warehouse component of the proposal is intended to be utilised for purposes which best align with the storage use class within the planning scheme. This is defined by the planning scheme as including:

*use of land for storage or wholesale of goods, and may incorporate distribution. Examples include boat and caravan storage, self-storage, contractors yard, freezing and cool storage, liquid fuel depot, solid fuel depot, vehicle storage, warehouse and woodyard.*

This use is also permitted within the Light Industrial Zone.

#### WORKS ASSOCIATED WITH ACCESS

Due to the need for an upgraded crossover, the application will require works within land currently identified within the Utilities Zone.

The crossovers and associated works are directly associated with the proposed Vehicle Fuel Sales and Storage uses, which are prohibited in this zone. However the planning scheme establishes provisions which provide for vehicle crossings in circumstances such as this to be exempt from consideration under the planning scheme, provided the following can be satisfied:

*Clause 4.2.5 - Vehicle crossings, junctions and level crossings*

*If:*

*(a) development of a vehicle crossing, junction or level crossing:*

*(i) by the road or rail authority; or*

*(ii) in accordance with the written consent of the relevant road or rail authority.*

Consent from Clarence City Council has been sought as part of this application, for the proposed vehicle crossing and associated works required outside of the title boundary. Therefore, the vehicle crossings satisfy the exemption.

### 3.1.2 USE STANDARDS

The following use standards apply.

#### 18.3.1- All Uses

---

**Objective:** *That uses do not cause unreasonable loss of amenity to residential zones.*

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#### SCHEME REQUIREMENTS

---

##### A1

*Hours of operation of a use, excluding Emergency Services, Natural and Cultural Values Management, Passive Recreation or Utilities, on a site within 50m of a General Residential Zone, Inner Residential Zone, Low Density Residential Zone or Rural Living Zone, must be within the hours of:*

- (a) 7.00am to 9.00pm Monday to Saturday; and*
  - (b) 8.00am to 9.00pm Sunday and public holidays.*
- 

#### RESPONSE

##### A1 - N/A

The site is located over 300m from the nearest residential zone therefore this provision is not applicable.

---

##### A2

*External lighting for a use, excluding Natural and Cultural Values Management or Passive Recreation, on a site within 50m of a General Residential Zone, Inner Residential Zone, Low Density Residential Zone or Rural Living Zone, must:*

- (a) not operate within the hours of 11.00pm to 6.00am, excluding any security lighting; and*
  - (b) if for security lighting, be baffled so that direct light does not extend into the adjoining property in those zones.*
- 

#### RESPONSE

##### A2 - N/A

The site is located over 300m from the nearest residential zone therefore this provision is not applicable.

---

##### A3

*Commercial vehicle movements and the unloading and loading of commercial vehicles for a use, excluding Emergency Services, on a site within 50m of a General Residential Zone, Inner Residential Zone, Low Density Residential Zone or Rural Living Zone, must be within the hours of:*

---

- 
- (a) 7.00am to 9.00pm Monday to Saturday; and  
(b) 8.00am to 9.00pm Sunday and public holidays
- 

**RESPONSE**

**A3 - N/A**

The site is located over 300m from the nearest residential zone therefore this provision is not applicable.

---

**18.3.2 Discretionary uses**

---

*Objective: That uses listed as Discretionary do not compromise the use or development of the land for industrial activities with minimal or managed off site impacts.*

---

**SCHEME REQUIREMENTS**

**A1**

*No acceptable solution.*

**P1**

*A use listed as Discretionary must not compromise the use or development of the surrounding properties for industrial activities with minimal or managed off site impacts, having regard to:*

- (a) the characteristics of the site;  
(b) the size and scale of the proposed use; and  
(c) the function of the industrial area.
- 

**RESPONSE**

**P1 - N/A**

The proposal does not involve any uses listed as discretionary within the Light Industrial Zone.

---

**3.1.3 DEVELOPMENT STANDARDS**

The following development standards apply.

**18.4.1 - Building Height**

---

*Objective: To provide for a building height that:*

- (a) is necessary for the operation of the use; and  
(b) minimises adverse impacts on adjoining properties.
- 

**SCHEME REQUIREMENTS**

**A1**

*Building height must be not more than 10m.*

---

**RESPONSE**

---

---

**A1 - Complies**

The proposed development associated with the proposed service station and warehouse is shown on the accompanying plans prepared by TRG. The buildings and structures associated with the proposal will have a maximum height of 7.8m and the proposed pylon sign will have a maximum height of 10m.

---

**A2**

*Building height:*

*(a) within 10m of a General Residential Zone, Low Density Residential Zone or Rural Living Zone must be not more than 8.5m; or*

*(b) within 10m of an Inner Residential Zone must be not more than 9.5m.*

---

**RESPONSE****A2 - N/A**

The site is located over 300m from the nearest residential zone therefore this provision is not applicable.

---

**18.4.2 Setbacks**

*Objective: That building setbacks:*

*(a) are appropriate for the site; and*

*(b) do not cause an unreasonable loss of residential amenity to adjoining residential zones.*

---

**SCHEME REQUIREMENTS****A1**

*Buildings must have a setback from a frontage of:*

*(a) not less than 5.5m;*

*(b) not less than existing buildings on the site; or*

*(c) not more or less than the maximum and minimum setbacks of the buildings on adjoining properties.*

**P1**

*Buildings must have a setback from a frontage that provides adequate space for vehicle access, parking and landscaping, having regard to:*

*(a) the topography of the site;*

*(b) the setback of buildings on adjacent properties; and*

*(c) the safety of road users*

---

**RESPONSE****A1 - complies**

---

---

The proposal has a setback of 5.5m from the Cambridge link road and Cambridge road frontage as required.

---

**A2**

*Buildings must have a setback from an adjoining property within a General Residential Zone, Inner Residential Zone, Low Density Residential Zone or Rural Living Zone of not less than:*

*(a) 4m; or*

*(b) half the wall height of the building, whichever is the greater.*

---

**RESPONSE**

**A1 - N/A**

The proposal does not adjoin any residential zones, and as such, this provision is not applicable.

---

**A3**

*Air extraction, pumping, refrigeration systems, compressors or generators must be separated a distance of not less than 10m from a General Residential Zone, Inner Residential Zone, Low Density Residential Zone or Rural Living Zone.<sup>1</sup>*

---

**RESPONSE**

**A3 - N/A**

The proposal does not adjoin any residential zones, and as such, this provision is not applicable.

---

**18.4.3 Fencing**

*Objective: That fencing does not cause an unreasonable loss of residential amenity to adjoining residential zones.*

---

**SCHEME REQUIREMENTS**

---

**A1**

*No Acceptable Solution.<sup>1</sup>*

**P1**

*Common boundary fences with a property in a General Residential Zone, Inner Residential Zone, Low Density Residential Zone or Village Zone must not cause an unreasonable loss of residential amenity, having regard to:*

*(a) their height, design, location and extent; and*

*(b) the proposed materials and construction*

---

**RESPONSE**

**P1 - N/A**

The proposal is not within proximity to any residential zones, this provision is not applicable.

---

#### 18.4.4 Outdoor storage areas

*Objective: Outdoor storage areas do not detract from the appearance of the site or surrounding area*

##### SCHEME REQUIREMENTS

###### A1

*Outdoor storage areas, excluding for the display of goods for sale, must not be visible from any road or public open space adjoining the site.*

###### P1

*Outdoor storage areas, excluding for the display of goods for sale, must be located, treated or screened to not cause an unreasonable loss of visual amenity.*

##### RESPONSE

###### A1 - Complies

There are no outdoor storage areas proposed as part of this development. It is noted however that the refuse area proposed to the south-western side of the service station building will be screened by corrugated metal fencing.

#### 18.4.5 Landscaping

*Objective: That landscaping enhances the amenity and appearance of the streetscape where buildings are setback from the frontage.*

##### SCHEME REQUIREMENTS

###### A1

*If a building is set back from a road, landscaping treatment must be provided along the frontage of the site:*

- (a) to a depth of not less than 5.5m; or*
- (b) not less than the frontage of an existing building if it is a lesser distance.*

###### P1

*If a building is setback from a road, landscaping treatment must be provided along the frontage of the site, having regard to:*

- (a) the width of the setback;*
- (b) the width of the frontage;*
- (c) the topography of the site;*
- (d) existing vegetation on the site;*
- (e) the location, type and growth of the proposed vegetation; and*
- (f) any relevant local area objectives contained within the relevant Local Provisions Schedule*

---

**RESPONSE**

**A1 - complies**

a) Landscaping has been provided to a depth of 5.5m from both road frontages.

---

### 3.2 CAMBRIDGE INDUSTRIAL ESTATE SPECIFIC AREA PLAN

The site adjoins the Cambridge Industrial Estate Specific Area Plan but is not identified within the mapped area. Therefore, the provisions of the Specific Area Plan are not applicable.



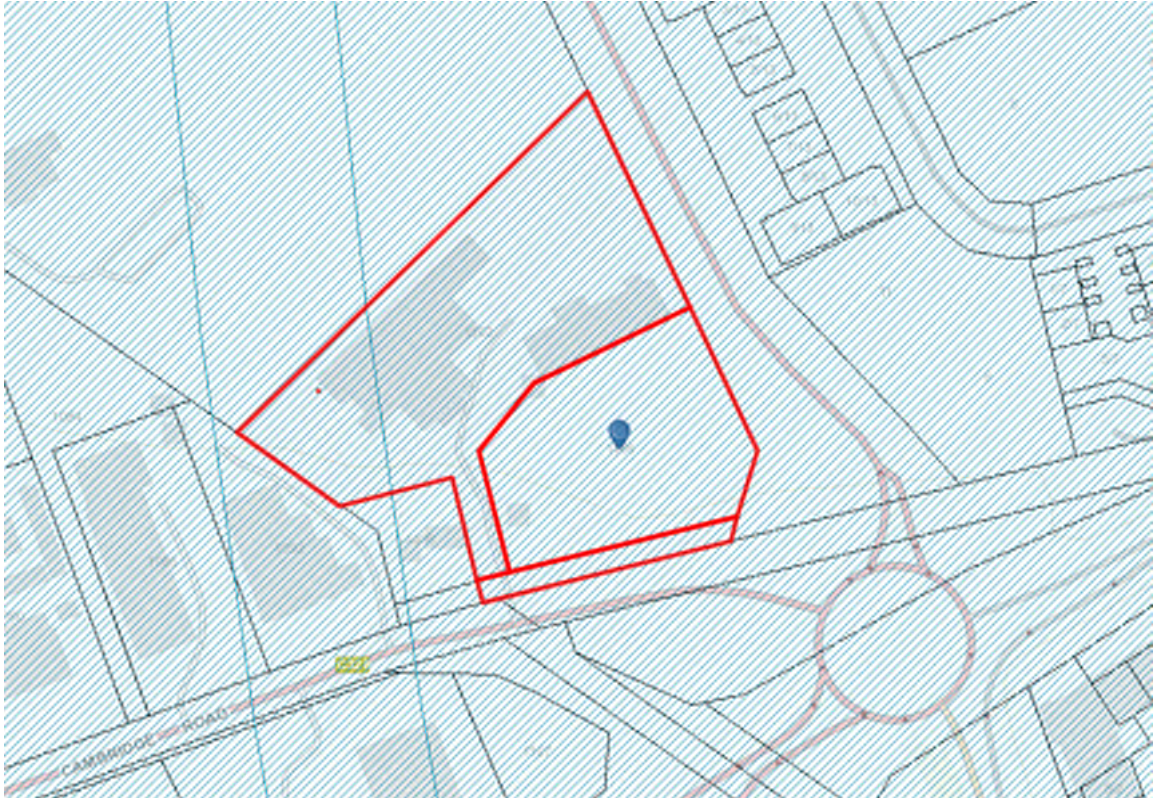
Figure 8: extent of SAP adjoining site (hatched lines) (source: the LISTmap, 2024)

### 3.3 RELEVANT CODES

The following provides an assessment of the proposal against the relevant code provisions.

### 3.4 SAFEGUARDING OF AIRPORTS CODE

The site is located within an Airport Obstacle Limitation Area, as demonstrated in the figure below:



The following exemptions are relevant:

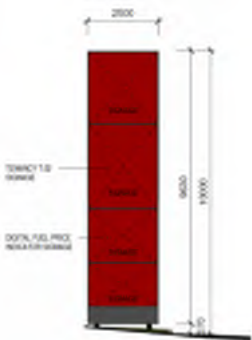
**C16.4.1** (a) *development that is not more than the AHD height specified for the site of the development in the relevant airport obstacle limitation area.*

As the maximum height specified by the code is 47m, and the proposal height is well within this limit, this application is exempt from this code.

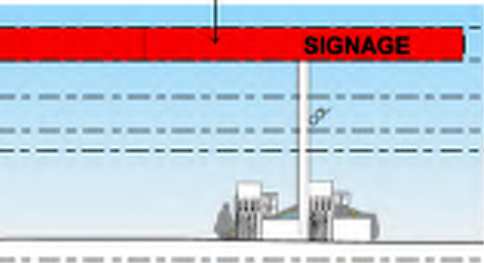
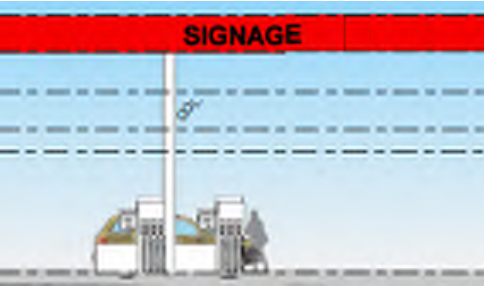
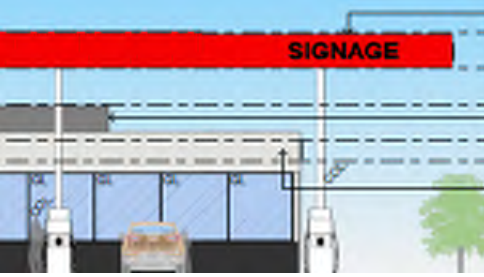
### 3.5 SIGNS CODE

As shown in the proposal plans prepared by TRG, there are a total of 16 signs proposed which include the following typologies.

#### SIGNAGE ASSOCIATED WITH THE SERVICE STATION

Pylon Sign		
	<b>Sign Type:</b>	<p><b>Illuminated Pylon Sign -</b></p> <p>This sign will include signage for proposed tenancies as well as a digital fuel price indicator.</p> <p>This sign is best defined as a pylon sign as it is a sign supported by one or more vertical supports, independent of any building or other structure.</p>
	<b>Sign Dimensions:</b>	2.5m W x 10H (including supporting structure)
<b>Sign Standards Must:</b>		<b>Response</b>
(a) project not more than 1.2m beyond the boundary with the footpath or road reservation;		Does not comply
(b) have no more than two faces;		Complies - proposed sign has two faces.
(c) have a maximum area of 5m <sup>2</sup> for each face;		Does not comply
(d) have a maximum height above ground level of 5m; and		Does not comply
(e) have a clearance from ground level to the sign not less than 2.4m		Does not comply


Canopy Signs x 3


	<b>Sign Type:</b>	The 3 proposed canopy signs will be attached to the fascia of a canopy over a service station to shelter users the elements.
	<b>Sign Dimensions:</b>	3.22m W x 0.5m H
	<b>Sign Standards</b>	<b>Response</b>
	Must: (a) have a minimum clearance above ground level of 2.4m; and  (b) not be closer than 450mm from a vertical projection of the kerb line of any road.	Complies - 6m clearance above ground level.  Complies - canopy is located within the extent of the site.
		

**Service Station Building sign x 3**

	<p><b>Sign Type:</b></p>	<p>Three signs to be affixed to the front and both sides of the service station building. These signs are best identified as building fascia signs.</p>	
	<p><b>Sign Dimensions:</b></p>	<p>Approximately 3.22m W x 0.50m H</p>	
	<p><b>Sign Standards</b></p>	<p><b>Response</b></p>	
	<p><i>Must: (a) not project above, or below, the fascia of the building;</i></p>	<p><i>Complies - each sign is located within the fascia of the building.</i></p>	
	<p><i>(b) not exceed two thirds the depth of the fascia and must not exceed 1m in vertical dimension; and</i></p>	<p><i>Complies - does not exceed depth or vertical dimension requirements.</i></p>	
<p><i>(c) not project more than 200mm from the vertical face of the fascia.</i></p>	<p><i>Complies - will be fixed to the fascia.</i></p>		

**SIGNAGE ASSOCIATED WITH THE WAREHOUSE**

Warehouse Tenancy Frontages signs x 4		
	<b>Sign Type:</b>	These 4 signs will be affixed above each potential tenancy in the proposed warehouse facility - 1 for each tenancy. They are best categorised as building facias signs.
	<b>Sign Dimensions:</b>	4.834m W x 0.750m H each
	<b>Sign Standards Must:</b>	<b>Response</b>
	<i>(a) not project above, or below, the fascia of the building;</i>	<i>Complies - each sign is located within the fascia of the building.</i>
	<i>(b) not exceed two thirds the depth of the fascia and must not exceed 1m in vertical dimension; and</i>	<i>Complies - does not exceed depth or vertical dimension requirements.</i>
<i>(c) not project more than 200mm from the vertical face of the fascia.</i>	<i>Complies - will be fixed to the fascia.</i>	

Warehouse Rear building signage x 5		
	<b>Sign Type:</b>	These 5 signs will be affixed to the rear of each proposed warehouse tenancy with one additional sign along the southeastern corner of the building. They are best categorised as building fascia signs.
	<b>Sign Dimensions:</b>	6445m W x 1m H each
	<b>Sign Standards Must:</b>	<b>Response</b>
	<i>(a) not project above, or below, the fascia of the building;</i>	<i>Complies - each sign is located within the fascia of the building.</i>
	<i>(b) not exceed two thirds the depth of the fascia and must not exceed 1m in vertical dimension; and</i>	<i>Complies - does not exceed depth or vertical dimension requirements.</i>
<i>(c) not project more than 200mm from the vertical face of the fascia.</i>	<i>Complies - will be fixed to the fascia.</i>	

### 3.5.1 USE STANDARDS

There are no use standards in this code.

### 3.5.2 DEVELOPMENT STANDARDS

#### C1.6.1 - Design and siting of signs

**Objective: That:**

- (a) signage is well designed and sited; and*
- (b) signs do not contribute to visual clutter or cause an unreasonable loss of visual amenity to the surrounding area.*

**SCHEME REQUIREMENTS**

**A1**

**A sign must:**

- (a) be located within the applicable zone for the relevant sign type set out in Table C1.6; and*
- (b) meet the sign standards for the relevant sign type set out in Table C1.6, excluding for the following sign types, for which there is no Acceptable Solution:*
  - (i) roof sign;*
  - (ii) sky sign; and*
  - (iii) billboard.*

### **P1.1**

*A sign must:*

- (a) be located within an applicable zone for the relevant sign type as set out in Table C1.6; and*
- (b) be compatible with the streetscape or landscape, having regard to:*
  - (i) the size and dimensions of the sign;*
  - (ii) the size and scale of the building upon which the sign is proposed;*
  - (iii) the amenity of surrounding properties;*
  - (iv) the repetition of messages or information;*
  - (v) the number and density of signs on the site and on adjacent properties; and*
  - (vi) the impact on the safe and efficient movement of vehicles and pedestrians.*

### **P1.2**

*If a roof sign, sky sign or billboard, the sign must:*

- (a) be located within the applicable zone for the relevant sign type set out in Table C1.6;*
- (b) meet the sign standards for the relevant sign type in Table C1.6; and*
- (c) not contribute to visual clutter or cause unreasonable loss of amenity to the surrounding area, having regard to:*
  - (i) the size and dimensions of the sign;*
  - (ii) the size and scale of the building upon which the sign is proposed;*
  - (iii) the amenity of surrounding properties;*
  - (iv) the repetition of messages or information;*
  - (v) the number and density of signs on the site and on adjacent properties; and*
  - (vi) the impact on the safe and efficient movement of vehicles and pedestrians.*

## **RESPONSE**

### **A1 - all comply bar the poly sign**

All signs with the exception of the proposed Pylon Sign comply with A1. Nonetheless, the Poly sign complies with the performance criteria as follows.

#### **P1.1 - complies**

As the proposed pylon sign is greater than the allowable height set out in the planning schemes acceptable solution, A1 cannot be achieved for this sign and P1 has been considered in relation to this sign.

- (a) The sign is located within the applicable zone for the relevant sign type under Table C1.6.*
- (b) (i) The proposed pylon sign is representative of what would ordinarily be expected at a service station and will provide necessary information about the site, including fuel pricing. The proposed pylon sign will provide key information relating to fuel prices and other services/facilities provided on the site. The type and size of the sign is not unusual and will represent the only sign of this type in the general radius of the site.*
- (ii) The sign is not located on a building.*
- (iii) Given the industrial nature of the surrounding area, there is no significant amenity impact that would result from the pylon sign. The location of the sign in relation to the overall use of the site is not considered likely to have an impact on the safe and effective movement of vehicles both through the site and travelling along Cambridge Road.*

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(iv) & (v) The pylon sign is the only such sign within at least 1.5kms and provides key information for commuters regarding the services provided within the site.

(vi) The sign will not impact the safe and efficient movement of vehicles and pedestrians.

**P1.2 - n/a**

The proposal does not involve a roof sign, sky sign or billboard.

---

**A2**

*A sign must be not less than 2m from the boundary of any lot in the General Residential Zone, Inner Residential Zone, Low Density Residential Zone, Rural Living Zone or Landscape Conservation Zone.*

---

**RESPONSE**

**A2 - N/A**

The proposal is not within proximity to any of the zones specified in this acceptable solution, therefore this provision is not applicable.

---

**A3**

*The number of signs for each business or tenancy on a road frontage of a building must be no more than:*

*(a) 1 of each sign type, unless otherwise stated in Table C1.6;*

*(b) 1 window sign for each window;*

*(c) 3 if the street frontage is less than 20m in length; and*

*(d) 6 if the street frontage is 20m or more, excluding the following sign types, for which there is no limit:*

*(i) name plate; and*

*(ii) temporary sign.*

---

**RESPONSE**

**A3 - complies**

There are only 5 signs to be affixed to the rear of the building which is less than the maximum of 6 allowable on this site, noting that the street frontage is greater than 20m.

a) The building is a corner lot with primary frontage to Cambridge Road and secondary frontage to Richmond Road. Each building/tenancy will have no more than one sign type facing these respective frontages.

b) No window signs are proposed.

c) The street frontage is greater than 20m in length.

d) There are only 5 signs to be affixed to the rear of the building which is less than the 6 allowable on this site. Notwithstanding, a number of the signs do not directly face the street,

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which reduces the potential for visual clutter and repetition of messages which the standard seeks to limit.

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### **C1.6.2 - Illuminated Signs**

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#### **SCHEME REQUIREMENTS**

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##### **A1**

*No acceptable solution*

##### **P1**

*An illuminated sign must not cause an unreasonable loss of amenity to adjacent properties or have an unreasonable effect on the safety, appearance or efficiency of a road, and must be compatible with the streetscape, having regard to:*

- (a) the location of the sign;*
  - (b) the size of the sign;*
  - (c) the intensity of the lighting;*
  - (d) the hours of operation of the sign;*
  - (e) the purpose of the sign;*
  - (f) the sensitivity of the area in terms of view corridors, the natural environment and adjacent residential amenity;*
  - (g) the intended purpose of the changing message of the sign;*
  - (h) the percentage of the sign that is illuminated with changing messages;*
  - (i) proposed dwell time; and*
  - (j) whether the sign is visible from the road and if so the proximity to and impact on an electronic traffic control device.*
- 

#### **RESPONSE**

##### **P1**

It is proposed that all signage will be internally illuminated. With regard to P1, a response to each of the proposed sign types has been provided.

##### **1 X PYLON SIGN**

(a), (b) & (c) The 10m pylon sign abutting Cambridge Road will have both faces oriented east and west, which is predominately facing away from adjoining properties. The sign is designed to be clearly visible to drivers from a reasonable distance, to ensure they have sufficient time to manoeuvre into the correct lane to access the site. The intensity of the lighting will only be to the extent necessary to illuminate the sign.

(d) The sign will be illuminated 24hrs to match the hours of operation of the site.

(e) The purpose of the sign is provide fuel price information and advertising for the businesses within the site.

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(f) The site is located on the edge of the Cambridge Industrial Estate, near the Tasman Highway. The landscape character/natural environment of this particular area is already highly modified. There are no residential properties adjacent to the site.

(g), (h) & (i) The sign will not have changing messages.

(j) The sign will primarily be visible along Cambridge Road, however, there are no existing electronic traffic control devices in place along this section of the road.

### **3 X CANOPY SIGNS**

(a), (b) & (c) These signs are located on the fuel pump canopy. The signs are all set back a minimum of 19.5m from the frontage to Cambridge Road. The signs will have dimensions of 1.6m<sup>2</sup>, which when coupled with the setback and orientation of the canopy, are not expected to result in any unreasonable impacts on adjoining properties. The level/intensity of illumination will only be to the extent necessary for the signs to be clear and legible. It is expected that the signs will be illuminated at all times.

(d) The site will operate 24hrs. As a result, the signs will be required to remain illuminated. However, as stated above, the offset orientation of the signs reduces potential for light spill substantially, as does the setback of the signs from adjoining residences and proposed landscaping along the frontage of the site.

(e) The purpose of the signs is to relay information to commuters regarding the services provided on the site.

(f) The site is located on the edge of the Cambridge Industrial Estate, near the Tasman Highway. The landscape character/natural environment of this particular area is already highly modified. There are no residential properties adjacent to the site.

(g) The signs will not have changing messages.

(h) n/a

(i) n/a

(j) There are no identified electronic control devices in the vicinity of the site. Notwithstanding, the signs are substantially setback from both Cambridge Road and Richmond Road.

### **3 X BUILDING FASCIA SIGNS (3X SERVICE STATION BUILDING SIGNS, 4 X WAREHOUSE TENANCY FRONTAGES SIGNS, 5X BUILDING FASCIA SIGNS)**

(a), (b) & (c) The illuminated building fascia signs are to be located on the buildings to which they relate. All buildings are setback at least 11m from the Cambridge Road frontage. The setback distance from adjoining properties substantially reduces the propensity for unreasonable light spill. The size of the signs are considered appropriate given the size of the buildings on which they are fixed. The internal lighting is only to the extent necessary to ensure the sign is legible.

(e) The purpose of the building fascia signs is to relay the name of the business/outlet and/or services on the site.

(f) As stated previously, the site is located on the edge of the Cambridge Industrial Estate, near the Tasman Highway. The landscape character/natural environment of this particular area is already highly modified. There are no residential properties adjacent to the site.

(g), (h) & (i) n/a (j) There are no identified electronic control devices in the vicinity of the site.

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**A2**

*An illuminated sign visible from public places in adjacent roads must not create the effect of flashing, animation or movement, unless it is providing direction or safety information.*

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**RESPONSE****A2 - Complies**

The proposed signage will not contain any flashing, animation or movement.

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### 3.6 PARKING AND SUSTAINABLE TRANSPORT CODE

#### 3.6.1 USE STANDARDS

##### **C2.5.1 Car parking numbers**

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**Objective:** *That an appropriate level of car parking spaces are provided to meet the needs of the use.*

---

**SCHEME REQUIREMENTS**

---

**A1**

*The number of on-site car parking spaces must be no less than the number specified in Table C2.1, less the number of car parking spaces that cannot be provided due to the site including container refund scheme space, excluding if:*

*(a) the site is subject to a parking plan for the area adopted by council, in which case parking provision (spaces or cash-in-lieu) must be in accordance with that plan;*

*(b) the site is contained within a parking precinct plan and subject to Clause C2.7;*

*(c) the site is subject to Clause C2.5.5; or*

*(d) it relates to an intensification of an existing use or development or a change of use where:*

*(i) the number of on-site car parking spaces for the existing use or development specified in Table C2.1 is greater than the number of car parking spaces specified in Table C2.1 for the proposed use or development, in which case no additional on-site car parking is required; or*

*(ii) the number of on-site car parking spaces for the existing use or development specified in Table C2.1 is less than the number of car parking spaces specified in Table C2.1 for the proposed use or development, in which case on-site car parking must be calculated as follows:  $N = A + (C - B)$  N = Number of on-site car parking spaces required A = Number of existing on site car parking spaces B = Number of on-site car parking spaces required for the existing use or development specified in Table C2.1 C= Number of on-site car parking spaces required for the proposed use or development specified in Table C2.1.*

**P1. 1**

*The number of on-site car parking spaces for uses, excluding dwellings, must meet the reasonable needs of the use, having regard to:*

*(a) the availability of off-street public car parking spaces within reasonable walking distance of the site;*

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- (b) the ability of multiple users to share spaces because of:
- (i) variations in car parking demand over time; or
  - (ii) efficiencies gained by consolidation of car parking spaces;
- (c) the availability and frequency of public transport within reasonable walking distance of the site;
- (d) the availability and frequency of other transport alternatives;
- (e) any site constraints such as existing buildings, slope, drainage, vegetation and landscaping;
- (f) the availability, accessibility and safety of on-street parking, having regard to the nature of the roads, traffic management and other uses in the vicinity;
- (g) the effect on streetscape; and
- (h) any assessment by a suitably qualified person of the actual car parking demand determined having regard to the scale and nature of the use and development.

## RESPONSE

### A1

The car parking requirements for these proposed uses are outlined below:

USE	PARKING SPACE REQUIREMENT	GENERATION
Vehicle fuel sales and service	4 spaces per service bay	0
Storage	1 space per 200m <sup>2</sup> of the site area or 1 space per 2 employees, whichever is greater	30

The total number of parking required generated by the scheme is 30 spaces. As only 23 are provided, assessment against the performance criteria is required.

### P1.1

It is important to note that the warehouse component of the development is assessed by site area, which is defined as the total area of the site, not the area utilised for the footprint of the warehouse. As the site comprises of the service station component as well, not all the site is available for warehouse use. The parking requirement generated is therefore considered an overestimation of actual requirements. As the usable warehouse floor area is 2104m<sup>2</sup>, the parking generated is 11 spaces.

The Traffic Impact Assessment prepared by Midson Traffic Pty Ltd, provided as a part of this application provides further information about the proposals compliance with these provisions. The TIA determines that 23 parking spaces are sufficient to meet the needs of the use.

## C2.5.2 - Bicycle Parking Numbers

**Objective:** That an appropriate level of bicycle parking spaces are provided to meet the needs of the use.

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**SCHEME REQUIREMENTS**

---

**A1**

*Bicycle parking spaces must:*

- (a) be provided on the site or within 50m of the site; and*
- (b) be no less than the number specified in Table C2.1.*

**RESPONSE****A1 - Complies**

The bicycle parking requirements for these proposed uses are outlined below:

<b>USE</b>	<b>BICYCLE SPACE REQUIREMENT</b>	<b>GENERATION</b>
<i>Vehicle fuel sales and service</i>	<i>1 space per 5 employees</i>	Assuming there are 2 employees at any one time, the bicycle parking requirement is 0.
<i>Storage</i>	<i>No requirement</i>	nil

Whilst no bicycle parking is generated, 2 bicycle bays are provided within the frontage of the site.

---

**C2.5.3 - Motorcycle Parking Numbers**

**Objective:** *That the appropriate level of motorcycle parking is provided to meet the needs of the use.*

**SCHEME REQUIREMENTS**

---

**A1**

*The number of on-site motorcycle parking spaces for all uses must:*

- (a) be no less than the number specified in Table C2.4; and*

...

**P1**

*Motorcycle parking spaces for all uses must be provided to meet the reasonable needs of the use, having regard to:*

- (a) the nature of the proposed use and development;*
  - (b) the topography of the site;*
  - (c) the location of existing buildings on the site;*
  - (d) any constraints imposed by existing development; and*
  - (e) the availability and accessibility of motorcycle parking spaces on the street or in the surrounding area.*
-

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**RESPONSE****A1 - Complies**

The scheme states that use which require between 21-40 car parking spaces, must provide 1 motorcycle space. Two motorcycle parking spaces have been provided.

---

**C2.5.4 - Loading Bays**

*Objective: That adequate access for goods delivery and collection is provided, and to avoid unreasonable loss of amenity and adverse impacts on traffic flows.*

---

**SCHEME REQUIREMENTS****A1**

*A loading bay must be provided for uses with a floor area of more than 1000m<sup>2</sup> in a single occupancy.*

---

**RESPONSE****A1 - complies**

The proposed service station use does not have floor areas exceeding 1000m<sup>2</sup> for a single tenancy. The proposed warehouse facility is intended to be utilised by up to 4 tenancies which would result in floor areas not exceeding 1000m<sup>2</sup>. Nonetheless, when considered as a single occupancy, the warehouse would comply with A1 as loading areas have been provided for each of the potential warehouse tenancy in addition to a loading bay to be associated with the service station.

---

**3.6.2 DEVELOPMENT STANDARDS****C2.6.1 - Construction of parking areas**

*Objective: That parking areas are constructed to an appropriate standard.*

---

**SCHEME REQUIREMENTS****A1**

*All parking, access ways, manoeuvring and circulation spaces must:*

- (a) be constructed with a durable all weather pavement;*
  - (b) be drained to the public stormwater system, or contain stormwater on the site; and*
  - (c) excluding all uses in the Rural Zone, Agriculture Zone, Landscape Conservation Zone, Environmental Management Zone, Recreation Zone and Open Space Zone, be surfaced by a spray seal, asphalt, concrete, pavers or equivalent material to restrict abrasion from traffic and minimise entry of water to the pavement.*
- 

**RESPONSE****A1 - will comply**

The parking, access ways, manoeuvring and circulation spaces will be constructed with a durable all-weather pavement and will be capable of being effectively drained to the public stormwater

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system. Please see stormwater drainage concept plan prepared by Ceviso which has been provided to support this proposal.

---

### **C2.6.2 - Design and layout of parking areas**

**Objective:** That parking areas are designed and laid out to provide convenient, safe and efficient parking.

#### **SCHEME REQUIREMENTS**

##### **A1.1**

*Parking, access ways, manoeuvring and circulation spaces must either:*

*(a) comply with the following:*

*(i) have a gradient in accordance with Australian Standard AS 2890 - Parking facilities, Parts 1-6;*

*(ii) provide for vehicles to enter and exit the site in a forward direction where providing for more than 4 parking spaces;*

*(iii) have an access width not less than the requirements in Table C2.2;*

*(iv) have car parking space dimensions which satisfy the requirements in Table C2.3;*

*(v) have a combined access and manoeuvring width adjacent to parking spaces not less than the requirements in Table C2.3 where there are 3 or more car parking spaces;*

*(vi) have a vertical clearance of not less than 2.1m above the parking surface level; and*

*(vii) excluding a single dwelling, be delineated by line marking or other clear physical means; or*

*(b) comply with Australian Standard AS 2890- Parking facilities, Parts 1-6.*

##### **A1.2**

*Parking spaces provided for use by persons with a disability must satisfy the following:*

*(a) be located as close as practicable to the main entry point to the building;*

*(b) be incorporated into the overall car park design; and*

*(c) be designed and constructed in accordance with Australian/New Zealand Standard AS/NZS 2890.6:2009 Parking facilities, Off-street parking for people with disabilities.*

#### **RESPONSE**

##### **A1.1 and A1.2 - Complies**

The following is in response to A1.1

(b) The proposal has been designed in accordance with the relevant Australian Standards.

With regard to A1.2, accessible spaces have been provided in accordance with A1.2 and have been located as close as practicable to the main entry points of each building, are incorporated into the overall car parking design and comply with the relevant Australian Standards.

The Traffic Impact Assessment prepared by Midson Traffic Pty Ltd, provided as a part of this application provides further information about the proposals compliance with these provisions.

---

### **C2.6.3 - Number of Accesses for Vehicles**

**Objective:** That:

(a) access to land is provided which is safe and efficient for users of the land and all road network users, including but not limited to drivers, passengers, pedestrians and cyclists by minimising the number of vehicle accesses;

(b) accesses do not cause an unreasonable loss of amenity of adjoining uses; and

(c) the number of accesses minimise impacts on the streetscape.

#### **SCHEME REQUIREMENTS**

##### **A1**

The number of accesses provided for each frontage must:

a) be no more than 1; or

b) no more than the existing number of accesses, whichever is the greater.

#### **RESPONSE**

##### **A1 - complies**

There are two (2) existing accesses to the site, and a total of one (1) access is proposed. As such, no more than the existing number of accesses are proposed.

### **C2.6.5 Pedestrian access**

**Objective:** that pedestrian access within parking areas is provided in a safe and convenient manner

#### **SCHEME REQUIREMENTS**

##### **A1.1**

Uses that require 10 or more car parking spaces must:

(a) have a 1m wide footpath that is separated from the access ways or parking aisles, excluding where crossing access ways or parking aisles, by:

(i) a horizontal distance of 2.5m between the edge of the footpath and the access way or parking aisle; or

(ii) protective devices such as bollards, guard rails or planters between the footpath and the access way or parking aisle; and

(b) be signed and line marked at points where pedestrians cross access ways or parking aisles.

##### **A1.2**

In parking areas containing accessible car parking spaces for use by persons with a disability, a footpath having a width not less than 1.5m and a gradient not steeper than 1 in 14 is required from those spaces to the main entry point to the building.

#### **RESPONSE**

##### **A1.1 & A1.2 - complies**

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Pedestrian access has been designed to comply with the above requirements.

Car parking is provided for both the service station and warehouse uses on the site in a manner that is intended to provide direct pedestrian access from the car park to the relevant building, by being located around the frontage of each building.

---

#### **C2.6.6 Loading bays**

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*Objective: That the area and dimensions of loading bays are adequate to provide safe and efficient delivery and collection of goods.*

---

##### **SCHEME REQUIREMENTS**

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###### **A1**

*The area and dimensions of loading bays and access way areas must be designed in accordance with Australian Standard AS 2890.2-2002, Parking facilities, Part 2: Off-street commercial vehicle facilities, for the type of vehicles likely to use the site.*

###### **P1**

*The type of commercial vehicles likely to use the site must be able to enter, park and exit the site in a forward direction in accordance with Australian Standard AS 2890.2 - 2002, Parking Facilities, Part 2: Parking facilities - Off-street commercial vehicle facilities.*

---

##### **RESPONSE**

###### **A1 - complies**

The proposed warehouse and service station both provide loading areas to be utilised by each individual tenancy within the development.

The Traffic Impact Assessment prepared by Midson Traffic Pty Ltd, provided as a part of this application provides further information about the proposals compliance with these provisions.

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### **3.7 ROAD AND RAILWAY ASSETS CODE**

The site is identified within the road/railway attenuation area overlay within the Planning Scheme.

#### **3.7.1 USE STANDARDS**

##### **C3.5.1 - Traffic generation at a vehicle crossing, level crossing or new junction**

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*Objective: To minimise any adverse effects on the safety and efficiency of the road or rail network from vehicular traffic generated from the site at an existing or new vehicle crossing or level crossing or new junction.*

---

##### **SCHEME REQUIREMENTS**

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###### **A1.1**

*For a category 1 road or a limited access road, vehicular traffic to and from the site will not require:*

*(a) a new junction;*

*(b) a new vehicle crossing; or*

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---

*(c) a new level crossing*

**A1.2**

*For a road, excluding a category 1 road or a limited access road, written consent for a new junction, vehicle crossing, or level crossing to serve the use and development has been issued by the road authority.*

**A1.3**

*For the rail network, written consent for a new private level crossing to serve the use and development has been issued by the rail authority.*

**A1.4**

*Vehicular traffic to and from the site, using an existing vehicle crossover or private level crossing, will not increase by more than:*

*(a) the amounts in Table C3.1.*

**A1.5**

*Vehicular traffic must be able to enter and leave a major road in a forward direction.*

**P1**

*Vehicular traffic to and from the site must minimise any adverse effects on the safety of a junction, vehicle crossing or level crossing or safety or efficiency of the road or rail network, having regard to:*

*(a) any increase in traffic caused by the use;*

*(b) the nature of the traffic generated by the use;*

*(c) the nature of the road;*

*(d) the speed limit and traffic flow of the road;*

*(e) any alternative access to a road;*

*(f) the need for the use;*

*(g) any traffic impact assessment; and*

*(h) any advice received from the rail or road authority.*

---

**RESPONSE**

**A1.1**

No new vehicular crossover is proposed.

**A1.2**

No new vehicular crossover is proposed.

**A1.3**

Not applicable.

**A1.4**

Vehicular traffic will likely exceed the requirements of table C3.1, thereby requiring assessment against the performance criteria.

**A1.5**

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Vehicular traffic can enter and leave a major road in a forward direction.

**P1 - Complies**

As a new vehicular crossover is proposed, assessment against the performance criteria is required.

The Traffic Impact Assessment prepared by Midson Traffic Pty Ltd, provided as a part of this application provides further information about the proposals compliance with these provisions.

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3.7.2 DEVELOPMENT STANDARDS

C3.6.1 pertains to habitable buildings within a road or railway attenuation area. As such, these provisions are not applicable to the proposal.

## 4. CONCLUSION

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The permit application seeks approval for a service station, warehouse and associated infrastructure.

This application seeks approval for a service station (fuel and vehicle sales use), warehouse facility (storage) and associated infrastructure, including signage at 1106 Cambridge Road, Cambridge formally described as CT 155190/2. The existing access arrangements make it necessary for the following properties to form part of the development application:

- 1102 Cambridge Road, Cambridge - formally described as CT 155190/1
- Local Government Area Subdivision Road - formally described as CT 143487/5.

The proposal is located within light industrial zoned land and is surrounded by a variety of industrial activities and uses of industrial/large scale uses. The site is subject to several codes, including the Light Industrial Zone code, Safeguarding of Airports Code, the Signs Code, the Parking and Sustainable Transport Code, the Road and Railway Assets Code.

The aspects of the proposed use and development subject to this application include permitted development are considered to comply with the relevant acceptable solutions and performance criteria provisions of the planning scheme.



16 April 2025

Amanda Beyer  
Clarence City Council  
38 Bligh Street  
ROSNY ARK TAS 7018

Dear Amanda

**FURTHER INFORMATION -  
PDPLANPMTD-2024/046417 - 1106 CAMBRIDGE ROAD, CAMBRIDGE (WITH  
ACCESS OVER 1102 CAMBRIDGE ROAD AND ADJACENT ROAD RESERVE)**

I am writing in response to the letter received from Council on the 12<sup>th</sup> September 2024 requesting further information in response to the proposed development at the above address.

The following is in response to those enquiries:

***Council landowner consent***

*I advise that on 11 September 2024, Council's Chief Executive Officer refused to grant landowner consent for the proposed development. The reason for refusal is conflict with the Part 5 Agreement C623673. On that basis, I advise that the application cannot proceed in its current form. You may therefore seek to amend the proposal.*

A revised General Managers Consent application has been submitted alongside this response.

***Application form***

• *A revised application form to include 1102 Cambridge Road and Certificate of Title 143487/5 in the location details section of the form.*

The application form has been revised to include 1102 Cambridge Road, and LGA subdivision road CT 143487/5.

***General matters***

*Confirmation on the status of planning application PDPLANPMTD-2022-027618 for five warehouses noting the timeframe to respond to the request for additional information lapses on the 31 August 2024. Withdrawal of the application prior to the 3 August 2024 may enable a partial refund of the application fees.*

An email was sent to Council on 2<sup>nd</sup> September 2024 requesting withdrawal, however, as Ireneinc were not the previous applicants, confirmation will need to be sought from the other applicant(s).

- *A copy of Part 5 Agreement C623673 appearing on Certificate of Title 155190/1. It is noted this agreement limits access to Lot 1 by the right of way access over 1102 Cambridge Road, Cambridge.*
- *A copy of Part 5 Agreement C762554 appearing on Certificate of Title 175154/1.*

As requested, copies of both Part 5 Agreement C623673 and Part 5 Agreement C762554 have been provided.

*• Covenant (b) appearing on Certificate of Title 155190/2 prohibits vehicular access onto Cambridge Road. The proposal appears to breach the requirements of the covenant and it the landowner's responsibility to ensure covenants are complied with. Please provide a response as to how the requirements of the covenant are intended to be addressed.*

Please refer to revised plans, whereby no additional access is proposed onto Cambridge Road.

*• Covenant (c) appearing on Certificate of Title 155190/2 prohibits any building or building works within 20m of the boundary marked EFG on the title plan. The proposal plans do not achieve compliance with the covenant and advice is required to be sought from the Department of State Growth detailing agreement to the proposal or alternatively a request made for the deletion of the covenant in agreement with the Department of State Growth.*

Preliminary discussions have commenced with DSG regarding the potential relaxation of the covenant, and initial feedback suggests they may be open to considering a reduction in the setback requirements. Concurrently, legal advice is being sought to inform the next steps.

*• Amended elevation plans showing existing ground level and a maximum height of each building and the pylon sign relative to existing ground level.*

Please refer to amended plans demonstrating Natural Ground Level, with the maximum height of each building and sign relative to the existing and proposed ground level.

#### **Light Industrial Zone**

*• The proposal does not appear to satisfy Clause 8.4.2 P1 of the Light Industrial Zone in relation to frontage setbacks as the proposed 3m frontage setback to Cambridge Road and Cambridge Link Road. This is because the frontage setback would not provide adequate space for landscaping including larger trees expected to occur along a major road corridor and would not be compatible with the setback of buildings on adjacent properties which are in excess of the acceptable solution requirement of 5.5m. It is recommended the proposal be revised to provide a 5.5m setback from both the Cambridge Road and Cambridge Link Road frontages.*

Please refer to amended architectural set. The proposal now provides a setback of 5.5m from the Cambridge Road and Cambridge Link Road frontages as requested, thereby satisfying clause 8.4.2 A1 of the scheme. The planning report has been updated to reflect this accordingly.

*• Confirmation on the location of boundary fencing, if proposed, including elevation plans confirming the maximum height in relation to existing ground level, materials and transparency.*

The only fencing provision relates to common boundary fences with a property in a General Residential Zone, Inner Residential Zone, Low Density Residential Zone or Village Zone (18.4.3).

Nonetheless, a 1.8m boundary fence is proposed as demonstrated in the accompanying plans. This is able to satisfy the exemption for fencing (4.6.3 fences within 4.5m of a frontage). Any materials and transparency can be conditioned as part of the permit if required.

*• The proposal does not appear to satisfy clause 18.4.5 P1 in relation to landscaping due to the inadequate building setback and resultant lack of opportunity to provide for the successful planting of a range of plant and tree types expected along a major road corridor to enhance the amenity and appearance of the streetscape. It is further noted landscaped frontages are provided to a depth exceeding the acceptable solution requirement of 5.5m and adjoining and nearby properties and for this reason a landscape depth of 5.5m would be reasonable.*

Architectural plans have been amended to allow for a landscaping depth of 5.5m from both road frontages.

### **Parking and Sustainable Transport Code**

• *Confirmation on employee numbers associated with the use of the warehouses for the purposes of calculating the car parking requirements as prescribed under Table C2.1 of the Parking and Sustainable Transport Code.*

In accordance with Table C2.1 of the Parking and Sustainable Transport Code, car parking requirements are calculated at a rate of 1 space per 200m<sup>2</sup> of site area or 1 space per 2 employees, whichever yields the greater demand.

Based on the total site area, a maximum requirement of 30 parking spaces is generated. This number does not take into account that a large portion of the site is also to be utilised for fuel sales use. While final employee numbers are yet to be confirmed, it is anticipated that no individual warehouse would accommodate more than 5 employees onsite at any one time—resulting in an estimated total of 20 employees and a corresponding requirement of 10 spaces under the employee-based provision.

Accordingly, the site area metric produces the higher parking demand and has therefore been used as the basis for assessment, representing the most robust and conservative scenario.

• *Amended plans providing for the provision of one bicycle and motorcycle park as required by the Parking and Sustainable Transport Code noting such facilities can be reasonably expected by employees associated with the use of the warehouse tenancies.*

Please refer to amended plans for the provision of 2 bicycle bays.

Please see amended plans for the inclusion of 2 motorcycle parking bays.

• *Amended floor plan for the service station and warehouses and confirmation on the floor area of each warehouse tenancy.*

Please refer to amended plans. The breakdown for each tenancy and service station has been provided as follows:

- Service station - 250m<sup>2</sup>
- Tenancy 1 - 623m<sup>2</sup>
- Tenancy 2 - 565m<sup>2</sup>
- Tenancy 3 - 503m<sup>2</sup>
- Tenancy 4 - 413m<sup>2</sup>

### **Signs Code**

• *Amended elevation plans for the proposed signage showing the full dimensions of each sign, size (in square metres) and illumination, if proposed.*

Please refer to elevations of proposed signage. Each sign includes proposed dimensions (width and height) and indicates where illumination is proposed.

### **Asset management matters**

• *Council records show a council stormwater line terminating at the southeast corner of the neighbouring property (1102 Cambridge Road) and confirmation is required on whether this lot (1106 Cambridge Road) is being serviced by the proposed stormwater line. The location of the stormwater discharge point for 1106 Cambridge Road is required including the location and capacity of the proposed stormwater line.*

Please refer to amended civil documentation.

• Amended plans are required demonstrating all contaminated run off from the fuel dispenser canopy will be connected to TasWater's sewer line as opposed to the council stormwater system.

Please refer to updated civil documentation by S&G Consultants.

• Vehicle traffic schematics for typical fuel sale use, with addition of confirmed location of fuel dispensers and considerations for pedestrian traffic from both under the canopy and the warehouses, in support of the TIA and in response to clause C2.6.5 A1 of the Parking and Sustainable Transport Code.

Please refer to documentation from S&G Consultants regarding fuel and vehicle swept path analysis, as well as confirmed location of fuel dispensers.

• Please provide notations on plans outlining that the warehouses are to be serviced by heavy rigid vehicles only as per the recommendations made in the Traffic Impact Assessment.

Please refer to updated architectural set with notations that the warehouses are to be serviced by heavy rigid vehicles as per the TIA recommendations.

*It is further noted stormwater from the area other than under the canopy coverage will be required to be drained to the council's stormwater system with necessary treatment devices as required under Council's Stormwater Procedure for New development.*

Please refer to amended civil documentation.

If you have any further queries in relation to any of the above, please contact me on 6234 9281.

Yours sincerely,



Michela Fortini  
Planner  
IRENEINC PLANNING & URBAN DESIGN

- LOT BOUNDARY
- - - EASEMENT BOUNDARY
- BANK TOP
- BANK BOTTOM
- BITUMEN EDGE
- KERB BACK
- FOOTPATH
- DRIVEWAY
- VEHICLE TRACK
- CONCRETE SLAB
- ROAD SIGN
- BUILDING
- - - RIDGE LINES
- UNDERSIDE OF EAVES
- GUTTER LIP
- CABLE HYDRO OVERHEAD
- WATER UNCLASSIFIED
- POLE
- UNCLASSIFIED UTILITY
- FENCE
- GATE
- PERM SURVEY MARK
- TITLE PEG
- NAIL
- SPIKE
- + NATURAL SURFACE
- STORMWATER MANHOLE
- + ROAD SIGN
- FINISHED FLOOR LEVEL
- + PYLON
- JUNCTION BOX HYDRO
- TELSTRA PIT
- x STOP VALVE
- ⊕ FIRE HYDRANT
- + METER WATER
- WATER UNCLASSIFIED
- STAYWIRE
- + POLE
- UNCLASSIFIED UTILITY
- + SEWER UNDERGROUND

**NOTES:**

While all reasonable effort has been made to locate all visible above ground services, there may be other services which were not located during the field survey.

The title boundaries as shown on this plan were not marked at the time of the survey and have been determined by existing title dimensions and occupation (where available) only and not by field survey, and as a result are considered approximate only. This plan should not be used for building to boundary, or to prescribed set-backs, without further survey.

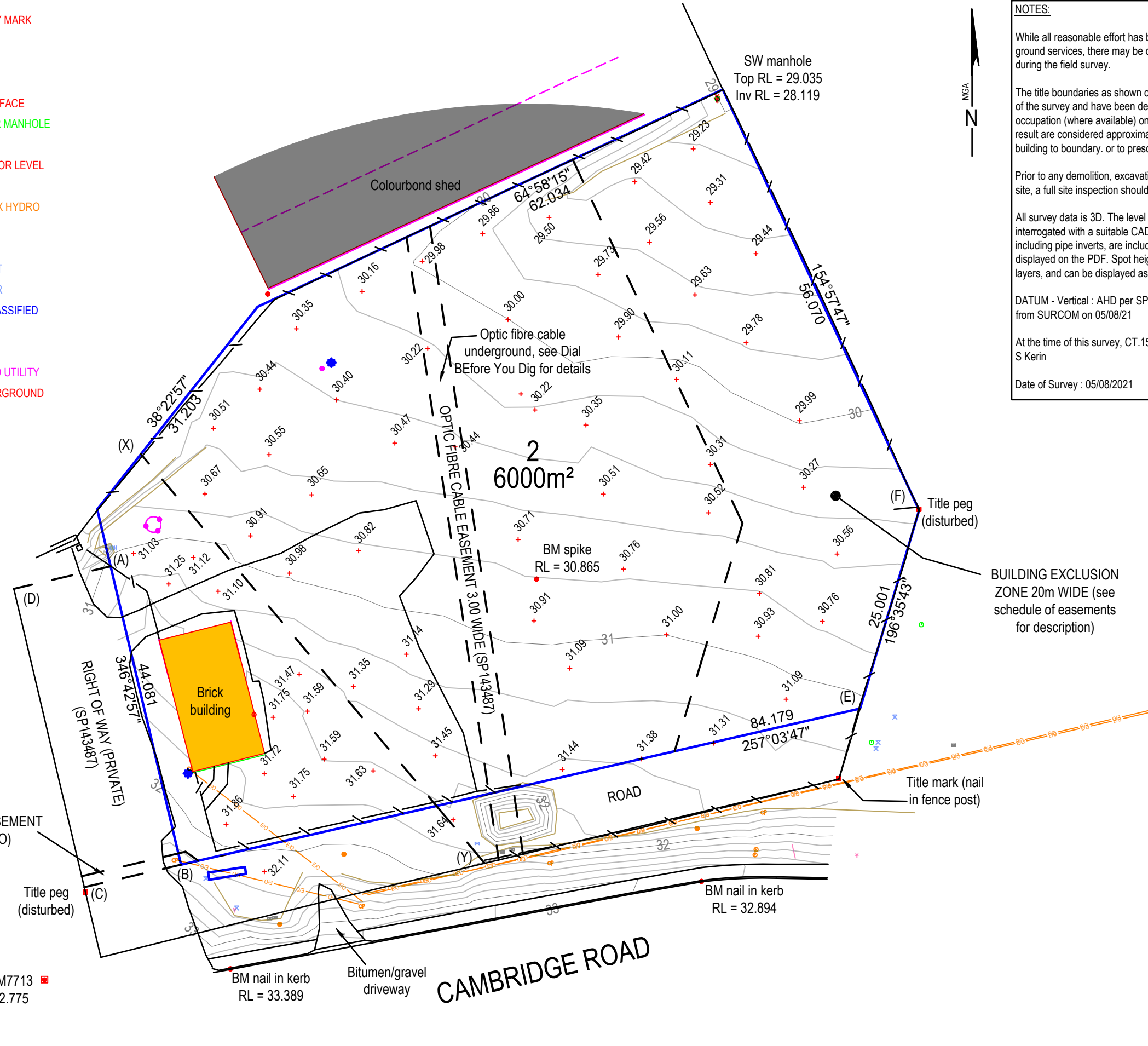
Prior to any demolition, excavation, final design or construction on this site, a full site inspection should be completed by the relevant engineers.

All survey data is 3D. The level (z-value) of any specific feature can be interrogated with a suitable CAD package. Spot heights of all features, including pipe inverts, are included in the model space but are not displayed on the PDF. Spot heights are organised into appropriate layers, and can be displayed as required.

DATUM - Vertical : AHD per SPM9517 with reputed AHD level of 45.275 from SURCOM on 05/08/21

At the time of this survey, CT.155190 was owned by NIREK PTY LTD & S Kerin

Date of Survey : 05/08/2021



Note: see schedule of easements for descriptions on labels A - F

BUILDING EXCLUSION ZONE 20m WIDE (see schedule of easements for description)

AMENDMENTS		
No.	Revision/Issue	Date
A	Covenant (X) - (Y)	16-08-21



Unit G04 40 Mollie Street,  
HOBART TAS 7000  
P 03 6118 2030  
E admin@lccsurvey.com

Project Name and Address  
**1106 CAMBRIDGE ROAD,  
CAMBRIDGE**

Drawing Title  
**DETAIL PLAN**

Client  
KUNAMA CONSTRUCTIONS  
CT.155190/2

SCALE  
0 5 10 15 20  
1:500 at A3

Contour Interval  
0.200 m

Date  
11 / 08 / 21

THIS DOCUMENT IS, AND SHALL REMAIN, THE PROPERTY OF LEARY COX & CRIPPS, LAND & ENGINEERING SURVEYORS. THE DOCUMENT MAY ONLY BE USED FOR THE PURPOSE FOR WHICH IT WAS COMMISSIONED AND IN ACCORDANCE WITH THE TERMS OF ENGAGEMENT FOR THE COMMISSION. UNAUTHORISED USE OF THE DOCUMENT IN ANY WAY IS PROHIBITED.

FILE REF: <b>12365</b>	
SHEET	1 of 1
DRAWN	BP
CHKD	TC
Geocivil Ref	1236501
AutoCAD Ref	1236501
DATUM	Horz: MGA2020 Vert: AHD

SEARCH OF TORRENS TITLE

VOLUME 155190	FOLIO 1
EDITION 3	DATE OF ISSUE 11-Dec-2014

SEARCH DATE : 13-Aug-2024  
 SEARCH TIME : 09.53 AM

DESCRIPTION OF LAND

City of CLARENCE  
 Lot 1 on Sealed Plan 155190  
 Derivation : Part of 50 Acres Gtd. to William Blay and Part of  
 Lot 26977, 3A-1R-15 2/10P Gtd. to Duncan William Kennedy  
 Prior CTs 143487/1 and 143487/4

SCHEDULE 1

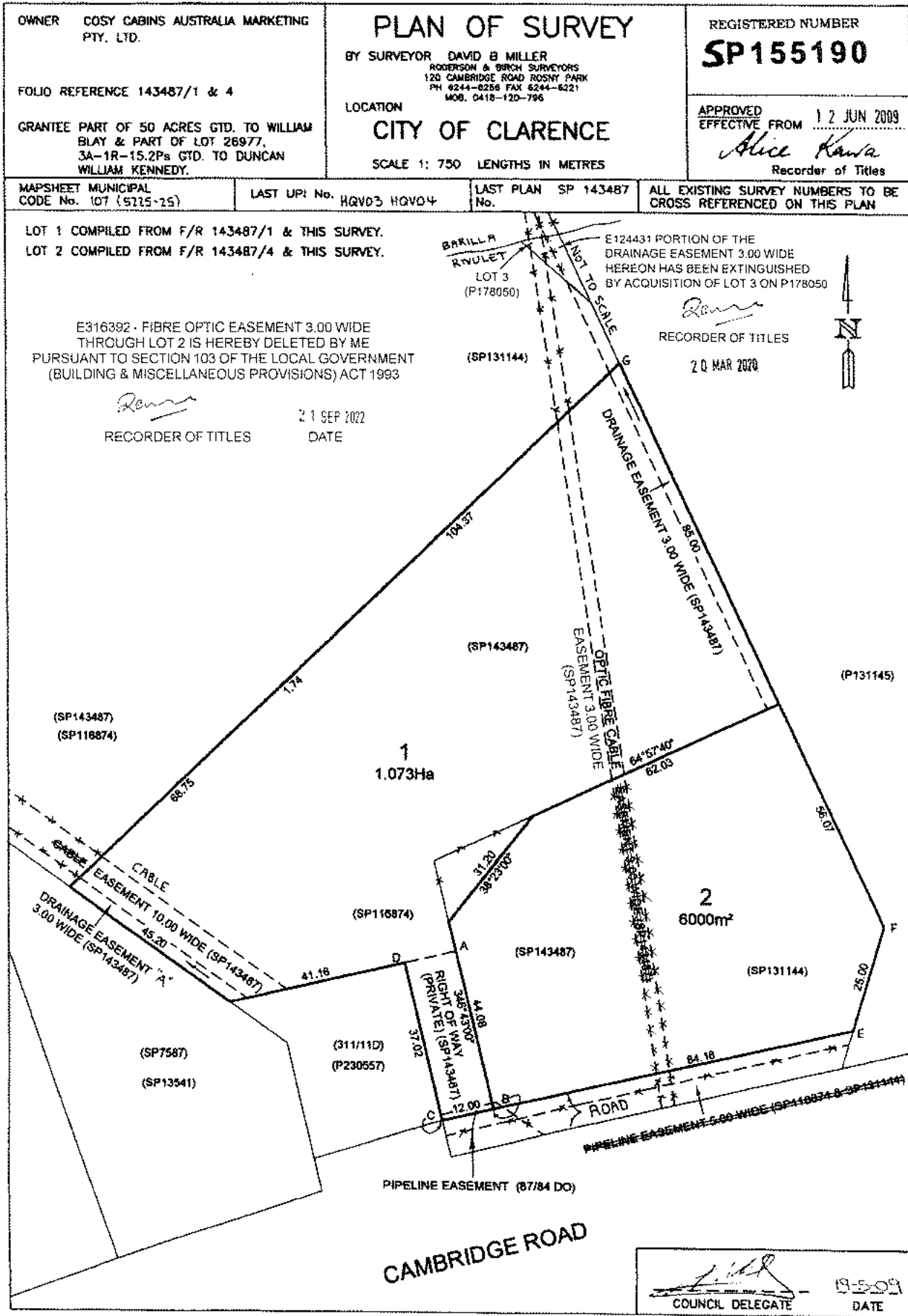
M448860 TRANSFER to CAMBRIDGE FAIR PTY LTD Registered  
 06-Jun-2014 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any  
 SP155190 EASEMENTS in Schedule of Easements  
 SP155190 COVENANTS in Schedule of Easements  
 SP155190 FENCING PROVISION in Schedule of Easements  
 SP131144 & SP143487 COVENANTS in Schedule of Easements  
 SP131144 & SP143487 FENCING PROVISION in Schedule of Easements  
 SP116874 & SP143487 SEWERAGE AND/OR DRAINAGE RESTRICTION  
 C30987 PROCLAMATION under Section 52A of the Roads and  
 Jetties Act 1935 Registered 24-Jun-1997 at noon  
 C623673 AGREEMENT pursuant to Section 71 of the Land Use  
 Planning and Approvals Act 1993 Registered  
 18-Jul-2005 at 12.03 PM  
 D149772 MORTGAGE to Commonwealth Bank of Australia  
 Registered 11-Dec-2014 at noon  
 The within right of drainage over the Drainage Easement 3.00  
 wide has been partially extinguished in consequence of  
 acquisition E124431 of the servient land

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



<b>SCHEDULE OF EASEMENTS</b>	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	<b>SP, 155 190</b>

Optic Fibre Cable Easement hereon deleted from Lot 2 by me pursuant to Request to Amend No. E316392 made under Section 103 of the Local Government (Building & Miscellaneous Provisions) Act 1993

PAGE 1 OF 2 PAGE/S  
3

**EASEMENTS AND PROFITS**

*Reverend*  
Recorder of Titles      21 SEP 2022  
Date

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.


**PIPELINE EASEMENT**

- Lots 1 and 2 are each subject to Grant of Easement dated 22 August 1967 registered number 39/3987 made between JAMES JOHNSON KENNEDY of Cambridge in Tasmania, farmer (therein and herein called "the Vendor") of the one part and THE METROPOLITAN WATER BOARD constituted a body corporate under the Metropolitan Water Act 1961 (therein and herein called "the Board") of the other part whereby for the purposes of the said Act, the Vendor granted and conveyed unto the Board ALL THAT the right to lay and maintain in the piece of land marked pipeline easement on the said Grant water pipes and valves and fittings for the purpose of the said Act, whether above or below the ground as the Board may decide and the right to enter at all times and do all necessary works and things in connection therewith or as may be authorised by the said Act.
- The easement referred to in the above paragraph is subject to the following conditions:
  - (a) The Vendor and his successors in title shall not without the written consent of the Board first had and obtained erect any buildings or structure on the said piece of land nor shall he or they do or permit to be done thereon any manner of thing which shall damage or be likely to cause damage to the water pipes, valves and fittings nor or hereafter laid or constructed therein or thereon and shall not in anywise prevent or interfere with the proper exercise and benefit of the said easements by the Board or its workmen servants contractors and agents and all other persons duly authorised by it.
  - (b) The Board shall not be required to fence any part of the said piece of land.
  - (c) The Board shall repair all damage caused by it or its servants or workmen to the fences of the Vendor who shall be at liberty to erect any fence across the said piece of land wherever he may reasonably require the same.
  - (d) The Board shall be liable to the Vendor for all actual damage to crops of the Vendor occasioned by the construction or repairing of the water pipes valves and fittings provided that the Vendor presents a written claim therefore to the Board within 30 days after the actual causing of such damage.
  - (e) The Board agrees that it will make good all damage caused to the surface of the said piece of land or the adjoining lands of the Vendor resulting from the constructions and maintenance of the works.

**OPTICAL FIBRE CABLE EASEMENT**

- ~~Lots 1 and 2 are each~~ subject to an Optic Fibre Cable Easement in favour of Telstra Corporation Ltd over the part of ~~each of Lot 1 and Lot 2~~ shown on the plan as Optic Fibre Cable Easement 3.00 wide.
- "Optical Fibre Cable Easement" means the full and free right and liberty for Telstra Corporation Ltd to enter upon the land marked Optic Fibre Cable Easement 3.00 wide to lay and maintain cleanse and replace wires and cables therein and from time to time for the purpose aforesaid to bring such materials machinery and other things as Telstra Corporation Ltd shall think proper without doing unnecessary damage to the land within the said Optical Fibre Cable Easement and provided that any damage occasioned thereby shall be made good.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Cosy Cabins Australia Marketing FOLIO REF: 143487/1 and 4 SOLICITOR & REFERENCE: Dobson Mitchell & Allport 7001976 - Stephen Wicks	PLAN SEALED BY: Clarence City Council DATE: 19-5-2009 50-2007/155 REF NO.  Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 2 OF <math>\frac{2}{3}</math> PAGES</p>	<p>Registered Number</p> <p><b>SP 155 190</b></p>
<p>SUBDIVIDER: Cosy Cabins Australia Marketing FOLIO REFERENCE: 143487/1 and 4</p>	

**CABLE EASEMENT**

- Lot 1 is subject to a Cable Easement in favour of Telstra Corporation Ltd over that part of Lot 1 which is shown on the Plan marked "Cable Easement 10.00 wide".
- "Cable Easement" means the full and free right and liberty for Telstra Corporation Ltd to enter upon the land marked Cable Easement 10.00 wide to lay and maintain cleanse and replace wires and cables therein and from time to time for the purpose aforesaid to bring such materials machinery and other things as Telstra Corporation Ltd shall think proper without doing unnecessary damage to the land within the said Cable Easement and provided that any damage thereby shall be made good.

**RIGHT OF WAY**

& that part of Lot 1 formerly comprised in Lot 4 on SP143487

- Lot 1 is subject to a right of carriageway in favour of Lot 2 over that part of Lot 1 which is shown on the plan marked ABCD and bearing the notation "Right of Way Private"
- Lot 2 is together with a right of carriageway over that part of Lot 1 which is shown on the plan marked ABCD and bearing the notation "Right of Way Private".

**COVENANTS**

Those parts of Lots 1 & 2 on the plan formerly comprised in Lot 1 on Sealed Plan 131144 are burdened by the restrictive covenants created by Sealed Plan 131144 in the following terms:

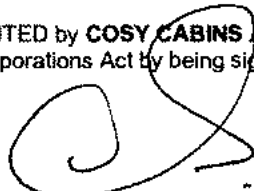
- ~~The owner of each lot on the plan covenants with the owner for the time being of each other lot on the plan to the intent that the burden of this covenant may run with and bind the covenanted lot and every part thereof and that the benefit thereof may be annexed to and devolve with each and every part of the said balance to observe the following stipulations:-~~
  - (a) Not to display on such lots any signage without the prior consent of Clarence City Council or relevant planning authority.
  - (b) Not to construct (or permit to be constructed) any vehicular access on to Cambridge Road (shown on the plan) or on to the future Colebrook Road diversion (the intended boundary of such road diversion with such lot being marked "EFG" on the plan.
  - (c) Not to construct any building (or permit any building works) within 20 metres of the boundary marked "EFG" on the plan unless it is formally resolved that a future diversion of Colebrook Road along that boundary will not occur.

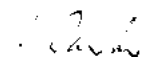
**FENCING PROVISION**

- In respect of each lot shown on the plan Cosy Cabins Australia Marketing Pty Ltd ACN 009 492 059 shall not be required to fence.

**EASEMENTS CONTINUED ON PAGE 3**

EXECUTED by **COSY CABINS AUSTRALIA MARKETING PTY LTD ACN 009 492 059** pursuant to section 127(1) of the Corporations Act by being signed by:

  
.....  
Director

  
.....  
Director/Secretary

**Anthony PARK**  
.....  
(print name)

**MELE D PARK**  
.....  
(print name)

**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.**

<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b> PAGE 3 OF 3 PAGES	Registered Number <b>SP 155 190</b>
SUBDIVIDER: Cosy Cabins Australia Marketing FOLIO REFERENCE: 143487/1 and 4	

NATIONAL AUSTRALIA BANK LIMITED as mortgagee of the land in certificate of title volume 143487 folio 1 pursuant to mortgage registered no C853595 consents to the subdivision effected by this Schedule of Easements of which this annexure forms part, as evidenced by the following execution:

EXECUTED by NATIONAL AUSTRALIA BANK LIMITED pursuant to section 127(1) of the Corporations Act by being signed by:

Dated this 22<sup>nd</sup> day of July 2008  
 Executed by the NATIONAL AUSTRALIA BANK LIMITED )  
 by its Attorney Yves Schlabach  
 who holds the position of Level 3 Attorney  
 under Power of Attorney No. PA 18631  
 (who declares that he/she has received no notice  
 of revocation of the said Power) in the presence of:

Director [Signature] Director/Secretary [Signature]  
Davis Nicholas Sigano YVES SCHLABACH  
Same official SENIOR BUSINESS  
to the court, 5 BANKING MANAGER  
minutes

(print name) (print name)

**EASEMENTS CONTINUED**

Lot 1 on the plan is subject to a right of drainage (appurtenant to Lot 4 on SP143487) over the Drainage Easement 3.00 wide (SP143487) shown passing through such lot.

Lot 1 on the plan is subject to a right of drainage in favour of the Clarence City Council over the Drainage Easement 'A' 3.00 wide (SP143487) shown passing through such lot.

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

SEARCH OF TORRENS TITLE

VOLUME 175154	FOLIO 1
EDITION 2	DATE OF ISSUE 03-Dec-2018

SEARCH DATE : 12-Aug-2024

SEARCH TIME : 11.20 AM

DESCRIPTION OF LAND

City of CLARENCE  
 Lot 1 on Plan 175154  
 Being in part the land described in Conveyance No. 26/7709  
 Excepting thereout the exceptions shown on P175154  
 Derivation : Part of 50 Acres Loc. to W. Smith & Part of 50  
 Acres Loc. to W. Blay.  
 Prior CT 131145/1

SCHEDULE 1

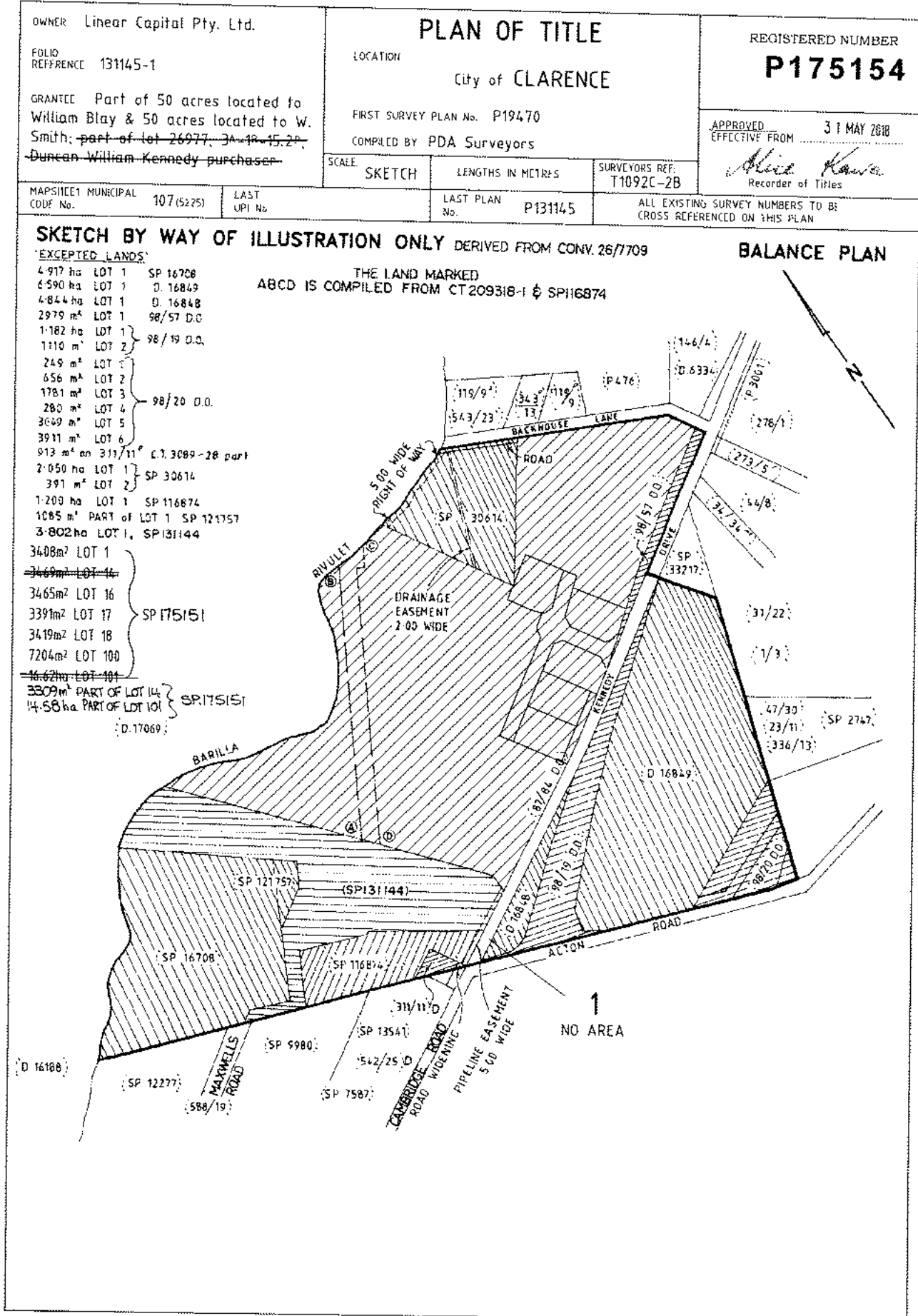
C751215 & D139993 LINEAR CAPITAL PTY LTD Registered  
 29-Sep-2014 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any  
 SP131144 SP116874 BENEFITING EASEMENT: Pipeline Easement over  
 Pipeline Easement 5.00 wide shown on Plan No.175154  
 B865308 ADHESION ORDER under Section 110 of the Local  
 Government (Building and Miscellaneous Provisions)  
 Act 1993 Registered 13-Jun-1995 at noon  
 C30987 PROCLAMATION under Section 9A and 52A of the Roads  
 and Jetties Act 1935 Registered 24-Jun-1997 at noon  
 C762554 AGREEMENT pursuant to Section 71 of the Land Use  
 Planning and Approvals Act 1993 Registered  
 05-Jan-2007 at noon

UNREGISTERED DEALINGS AND NOTATIONS

177490 Plan - Pending Lodged by STATE GROWTH on 03-Jul-2019  
 BP: 177490



SEARCH OF TORRENS TITLE

VOLUME 143487	FOLIO 5
EDITION 1	DATE OF ISSUE 18-Jul-2005

SEARCH DATE : 12-Aug-2024  
 SEARCH TIME : 11.20 AM

DESCRIPTION OF LAND

City of CLARENCE  
 Lot 5 on Sealed Plan 143487  
 Derivation : Part of 50 Acres Gtd. to W Blay  
 Prior CTs 116874/1 and 131144/1

SCHEDULE 1

C560458 TRANSFER to CLARENCE CITY COUNCIL Registered  
 18-Jul-2005 at noon

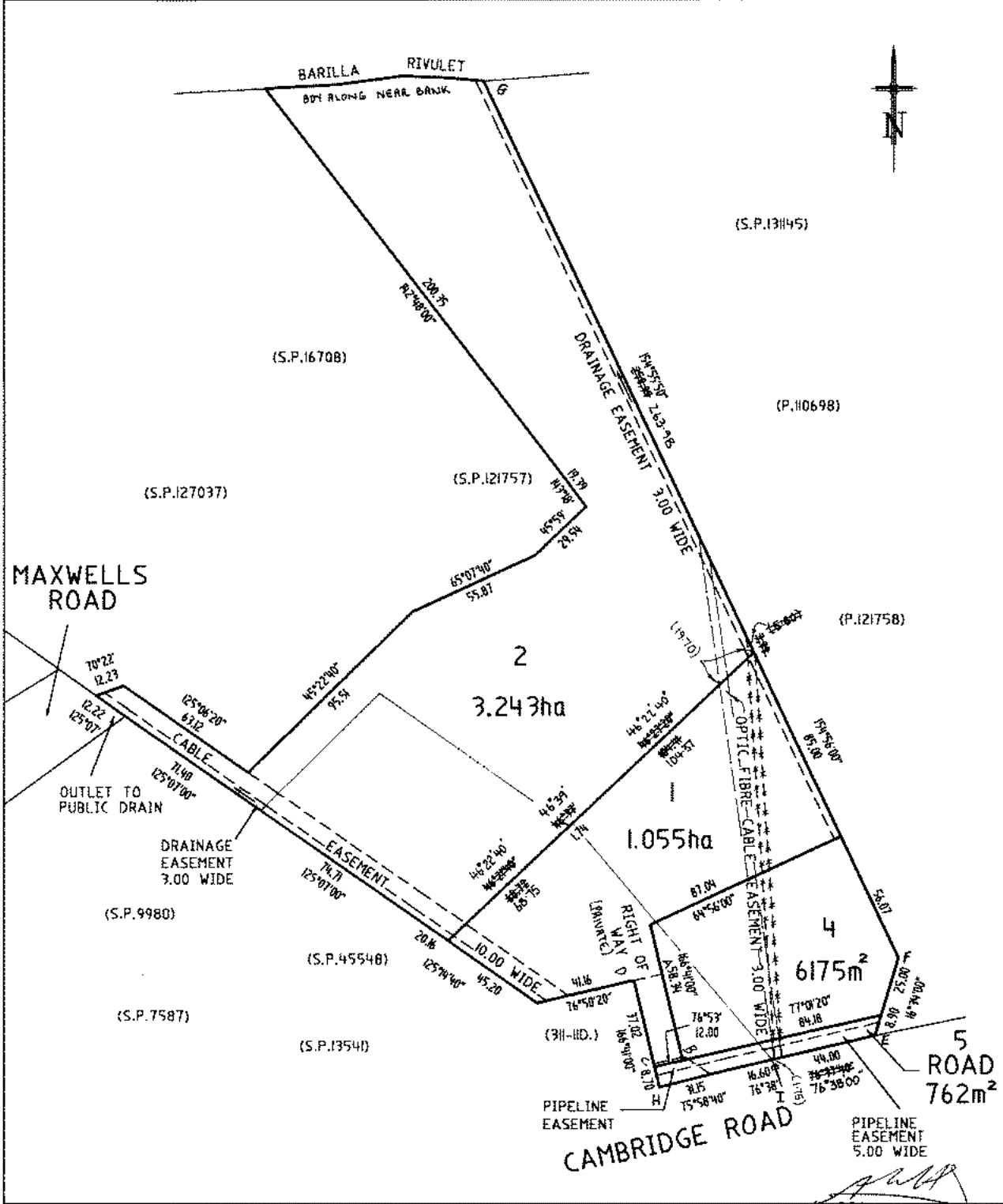
SCHEDULE 2

Reservations and conditions in the Crown Grant if any  
 SP143487 EASEMENTS in Schedule of Easements  
 SP143487 COVENANTS in Schedule of Easements  
 SP143487 FENCING PROVISION in Schedule of Easements  
 SP143487 SEWERAGE AND/OR DRAINAGE RESTRICTION  
 SP131144 COVENANTS in Schedule of Easements  
 SP131144 FENCING PROVISION in Schedule of Easements  
 SP116874 SEWERAGE AND/OR DRAINAGE RESTRICTION  
 C30987 PROCLAMATION under Section 52A of the Roads and  
 Jetties Act 1935 Registered 24-Jun-1997 at noon

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

OWNER HOBART PROPERTIES & SECURITIES P/L GIBSON'S LIMITED  FOLIO REFERENCE C.T. 116874 : C.T. 131144-1  GRANTEE PART OF 50% GTD TO WILLIAM BLAY & PART OF LOT 26977, 3a & 15 2/10th GTD TO DUNCAN WILLIAM KENNEDY		<p style="text-align: center;"><b>PLAN OF SURVEY</b></p> BY SURVEYOR N.GRIGGS of GRIGGS LEARY & CO P/L 295 ELIZABETH STREET, NORTH HOBART.  LOCATION  <p style="text-align: center;"><b>CITY OF CLARENCE</b></p> SCALE 1: 1500 LENGTHS IN METRES		REGISTERED NUMBER <p style="font-size: 24pt;"><b>SP143487</b></p> APPROVED EFFECTIVE FROM 18 JUL 2005  <i>Alice Kawa</i> Recorder of Titles
MAPSHEET MUNICIPAL CODE No. 107 (5225-25)	LAST UPI No. 1409241	LAST PLAN SP116874 No. SP131144	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN	



*[Signature]*  
CORPORATE SECRETARY  
CLARENCE CITY COUNCIL

<b>SCHEDULE OF EASEMENTS</b>	Registered Number
<b>NOTE:</b> THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	<b>SP 143487</b>

PAGE 1 OF 13 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.


- ~~1. Lots 1 and 4 on the plan are together with a Pipeline Easement as defined herein over that portion of the Pipeline Easement 5.00 wide shown on the plan.~~
- ~~2. Lot 5 on the plan is subject to a Pipeline Easement (as defined herein and appurtenant to the Balance) over that portion of the Pipeline Easement 5.00 wide shown on the plan.~~

Lots 1, 4 and 5 are subject to Grant of Easement registered number 59/5987 made between **JAMES JOHNSON KENNEDY** of Cambridge in Tasmania, farmer (therein and herein called "the Vendor") of the one part and **THE METROPOLITAN WATER BOARD** constituted a body corporate under the *Metropolitan Water Act 1961* (therein and herein called "the Board") of the other part whereby for the purposes of the said Act, the Vendor granted and conveyed unto the Board **ALL THAT** the right to lay and maintain in the piece of land marked pipeline easement hereon water pipes and valves and fittings for the purpose of the said Act, whether above or below the ground as the Board may decide and the right to enter at all times and do all necessary works and things in connection therewith or as may be authorised by the said Act.

The easements referred to in <sup>THE ABOVE</sup> paragraph <sup>IS</sup> 7 above are subject to the following conditions:

- (a) The Vendor his successors in title shall not without the written consent of the Board first had and obtained erect any buildings or structure on the said piece of land nor shall he or they do or permit to be done thereon any manner of thing which shall damage or be likely to cause damage to the water pipes, valves and fittings nor or hereafter laid or constructed therein or thereon and shall not in anywise prevent or interfere with the proper exercise and benefit of the said easements by the Board or its workmen servants contractors and agents and all other persons duly authorised by it.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Hobart Properties & Securities Pty Ltd and Gibsons Ltd FOLIO REF: 116874/1 and 131144/1 SOLICITOR & REFERENCE: Hunt & Hunt, Lawyers, Level 9, 85 Macquarie Street, Hobart, Tasmania, 7000 (Refer: Mr A Logan)	PLAN SEALED BY: Clarence City Council DATE: 9. MAR. 2025 REF NO.  Council Delegate
<p><b>NOTE:</b> The Council Delegate must sign the Certificate for the purposes of identification.</p>	

*WR & MX*

<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 2 OF 3 PAGES \$6</p>	<p>Registered Number</p> <p><b>SP 143487</b></p>
<p>SUBDIVIDER: Hobart Properties &amp; Securities Pty Ltd and Glbsons Ltd FOLIO REFERENCE: 116874/1 and 131144/1</p>	

- (b) The Board shall not be required to fence any part of the said piece of land.
- (c) The Board shall repair all damage caused by it or its servants or workmen to the fences of the Vendor who shall be at liberty to erect any fence across the said piece of land wherever he may reasonably require the same.
- (d) The Board shall be liable to the Vendor for all actual damage to crops of the Vendor occasioned by the construction or repairing of the water pipes valves and fittings provided that the Vendor presents a written claim therefore to the Board within 30 days after the actual causing of such damage.
- (e) The Board agrees that it will make good all damage caused to the surface of the said piece of land and to gates buildings or other structure on the said piece of land or the adjoining lands of the Vendor resulting from the constructions and maintenance of the works.

λ Lot 1 on the plan is subject to a right of carriageway (appurtenant to lot 4 on the plan) over the Right of Way <sup>(PRIVATE)</sup> shown on the plan and marked "ABCD".

λ Lot 4 on the plan is together with a Right of Carriageway over <sup>THE RIGHT OF WAY (PRIVATE)</sup> that part of Lot 1 on the plan marked "ABCD".

λ **Covenants:**

The owner of that part of lots 1, 2 and 4 <sup>AND 5</sup> on the plan formerly comprising lot 1 on Sealed Plan 131144 covenants with the owner for the time being of the said balance (as herein <sup>METER</sup> described) to the intent that the burden of this covenant may run with and bind the covenantors lot and every part thereof and that the benefit thereof may be annexed to and devolve with each and every part of the said balance to observe the following stipulations:

- (a) Not to display on such lot any signage without the prior consent of Clarence City Council or relevant planning authority.
- (b) Not to construct (or permit to be constructed) any vehicular access onto Cambridge Road (shown on the plan) or on to the future Colebrook Road diversion (the intended boundary of such road diversion with such lot being marked "EFG" on the plan.
- (c) Not to construct any building (or permit any building works) within 20 metres of the boundary marked "EFG" on the plan unless it is formally resolved that a future diversion of Colebrook Road along that boundary will not occur.

λ **Fencing provision:**

**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.

*WR [Signature]*

<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 3 OF <del>8</del> PAGES 86 <i>h</i></p>	<p>Registered Number</p> <p><b>SP 143487</b></p>
<p>SUBDIVIDER: Hobart Properties &amp; Securities Pty Ltd and Gibsons Ltd FOLIO REFERENCE: 116874/1 and 131144/1</p>	

In respect of each lot shown on the plan the subdivider, Hobart Properties & Securities Pty Ltd and Gibsons Ltd, shall not be required to fence.

*X* The subdivider, Hobart Properties & Securities Pty Ltd and Gibsons Ltd, acknowledges that Clarence City Council cannot provide a means of sewerage to any lot on the plan.

*18.* **Interpretation:**

"Balance" means:

The balance of the land remaining in folio of the register Volume 121758 Folio 1 following acceptance of Sealed Plan SP 131144.

"Pipeline Easement" means:

A right to construct lay and maintain water pipes under the surface of the strip of land 5.00 metres wide shown on the plan marked "Pipeline Easement" TOGETHER WITH the full and free right and liberty at all times to use the pipes and reticulation systems lying under the surface of the said strip of land marked "Pipeline Easement" to run and to pass water through under and along the said pipes and from time to time and at all times hereafter to enter upon that strip of land to inspect cleanse and repair and maintain the said pipes and reticulation systems and when and were necessary to lay new pipes in substitution therefore and for the purpose of the full enjoyment of the aforesaid rights the owner or the dominant tenement shall have full free and uninterrupted right and liberty at all times and from time to time to enter upon and to go pass and repass over and along that strip of land with or without inspectors workmen or other persons and to open and break up the soil to bring place and remove upon the strip of land any materials machinery tools or other equipment as may be necessary for the proper construction laying and maintenance of the said pipes PROVIDED THAT the rights and privileges hereby granted shall be exercised in a proper and workmanlike manner so as to cause as little inconvenience as possible and to do as little damage as practicable on the strip of land."

\* Refer to page *6* for further easements.

Signed by Hobart Properties & Securities Pty Ltd in accordance with section 127 of the Corporations Act 2001 in the presence of:

*[Signature]*  
Signature of Director

*[Signature]*  
Signature of Director/Secretary

*WENDY AMANDA ROBERTS*  
Name of Director

*IAN NOEL ROBERTS*  
Name of Director/Secretary

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

*WR 2/08/24*

<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b> PAGE 4 OF 4 PAGES \$60	Registered Number <b>SP 143487</b>
SUBDIVIDER: Hobart Properties & Securities Pty Ltd and Gibsons Ltd FOLIO REFERENCE: 116874/1 and 131144/1	

Signed by Gibsons Ltd in accordance )  
 with section 127 of the Corporations )  
 Act 2001 in the presence of: )

*Craig Foster*  
 Signature of Director

*James Rose*  
 Signature of Director/Secretary

*CRAG FOSTER*  
 Name of Director

*James Rose*  
 Name of Director/Secretary

~~Signed by Westpac Banking Corporation as Mortgagee of Certificate of Title Volume 116874 Folio 1 under Mortgage C187456.~~

~~by executing this document the attorney states that they have received no notice of revocation of the power of attorney.~~

~~Witness (signature)  
*N. Venkateswaran*  
 Venkateswaran Nadarajah  
 Witness (print name)~~

~~by executing this document the attorney states that they have received no notice of revocation of the power of attorney.~~

~~Attorney (signature)  
*Lina Lucarelli*  
 Name of Attorney (print)  
 LINA LUCARELLI  
 THREE ATTORNEY~~

- ~~11. Lots 1, 2, 4 and 5 are subject to the full and free right and liberty for Telstra Corporation Ltd to enter upon the land marked Optic Fibre Cable Easement 3.00 wide to lay and maintain cleanse and replace wires and cables therein and from time to time for the purpose aforesaid to bring such materials machinery and other things as Telstra Corporation Ltd shall think proper without doing unnecessary damage to the land within the said Optic Fibre Cable Easement and provided that any damage occasioned thereby shall be made good.~~
- ~~12. Lots 1 and 2 are subject to the full and free right and liberty for Telstra Corporation Ltd to enter upon the land marked Cable Easement 10.00 wide to lay and maintain cleanse and replace wires and cables therein and from time to time for the purpose aforesaid to bring such materials machinery and other things as Telstra Corporation Ltd shall think proper without doing unnecessary damage to the land within the said Cable Easement and provided that any damage~~

**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.

*W. J. M. O'K.*

<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 5 OF 6 PAGES</p>	<p>Registered Number</p> <p><b>SP 143487</b></p>
<p>SUBDIVIDER: Hobart Properties &amp; Securities Pty Ltd and Gibsons Ltd FOLIO REFERENCE: 116874/1 and 131144/1</p>	

~~occasioned thereby shall be made good.~~

Signed by Westpac Banking Corporation as Mortgagee of Certificate of Title Volume 116874 Folio 1 under Mortgage C187456.

I certify that the Attorney for the Mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

SIGNED by Glenn Clark as attorney for Westpac Banking Corporation under power of attorney registered No. 72/5446.

Signature of Witness: [Signature]  
Name of Witness: Aaron Williams  
Address of Witness: 360 Collins Street, Melbourne  
Business Securities Officer

(Signature) [Signature] Tier Three Attorney  
By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

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

<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p><b>PAGE 6 OF 6 PAGES</b></p>	<p>Registered Number</p> <p><b>SP 143487</b></p>
<p>SUBDIVIDER: -                   HOBART PROPERTIES &amp; SECURITIES PTY LTD and GIBSONS LIMITED</p> <p>FOLIO REFERENCE: -       116874/1 &amp; 131144/1</p>	
<p>EASEMENTS (continued)</p> <p>Those parts of Lots 1, 4 and 5 on the plan which formerly comprised part of Lot 1 on Sealed Plan 131144 are together with a Pipeline Easement over that portion of Pipeline Easement 5.00 wide marked HI passing through Lot 5 on the plan.</p> <p>Lot 5 on the plan is subject to a Pipeline Easement (appurtenant to the residue of the land comprised in Certificate of Title Volume 110698 Folio 1 remaining vested in the Estate of the late James Johnson Kennedy at the date of acceptance of Sealed Plan 116874 excluding Lot 1 on Sealed Plan 116874) over the Pipeline Easement 5.00 wide marked HI passing through such Lot.</p> <p>Lot 5 on the plan is subject to a Pipeline Easement (appurtenant to the balance of land remaining in folio of register Volume 121758 Folio 1 following acceptance of Sealed Plan 131144 excepting thereout Lot 1 on Sealed Plan 131144) over the Pipeline Easement 5.00 wide marked EI passing through such Lot.</p> <p>Lots 1, 2, 4 and 5 on the plan are each subject to an optic fibre cable easement in favour of Telstra Corporation Ltd over the Optic Fibre Cable Easement 3.00 wide shown passing through such Lots.</p> <p>Lots 1 and 2 on the plan are each subject to a cable easement in favour of Telstra Corporation Ltd over the Cable Easement 10.00 wide shown passing through such Lots.</p> <p><b>INTERPRETATION</b></p> <p>Optic Fibre Cable Easement means the full and free right and liberty for Telstra Corporation Ltd to enter upon the land marked Optic Fibre Cable Easement 3.00 wide to lay and maintain cleanse and replace wires and cables therein and from time to time for the purpose aforesaid to bring such materials machinery and other things as Telstra Corporation Ltd shall think proper without doing unnecessary damage to the land within the said Optic Fibre Cable Easement and provided that any damage occasioned thereby shall be made good.</p> <p>Cable Easement means the full and free right and liberty for Telstra Corporation Ltd to enter upon the land marked Cable Easement 10.00 wide to lay and maintain cleanse and replace wires and cables therein and from time to time for the purpose aforesaid to bring such materials machinery and other things as Telstra Corporation Ltd shall think proper without doing unnecessary damage to the land within the said Cable Easement and provided that any damage occasioned thereby shall be made good.</p>	
<p><b>NOTE: - Every annexed sheet must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.</b></p>	

SEARCH OF TORRENS TITLE

VOLUME 155190	FOLIO 2
EDITION 7	DATE OF ISSUE 06-Sep-2023

SEARCH DATE : 12-Aug-2024  
 SEARCH TIME : 11.18 AM

DESCRIPTION OF LAND

City of CLARENCE  
 Lot 2 on Sealed Plan 155190  
 Derivation : Part of 50 Acres Gtd. to William Blay  
 Prior CT 143487/4

SCHEDULE 1

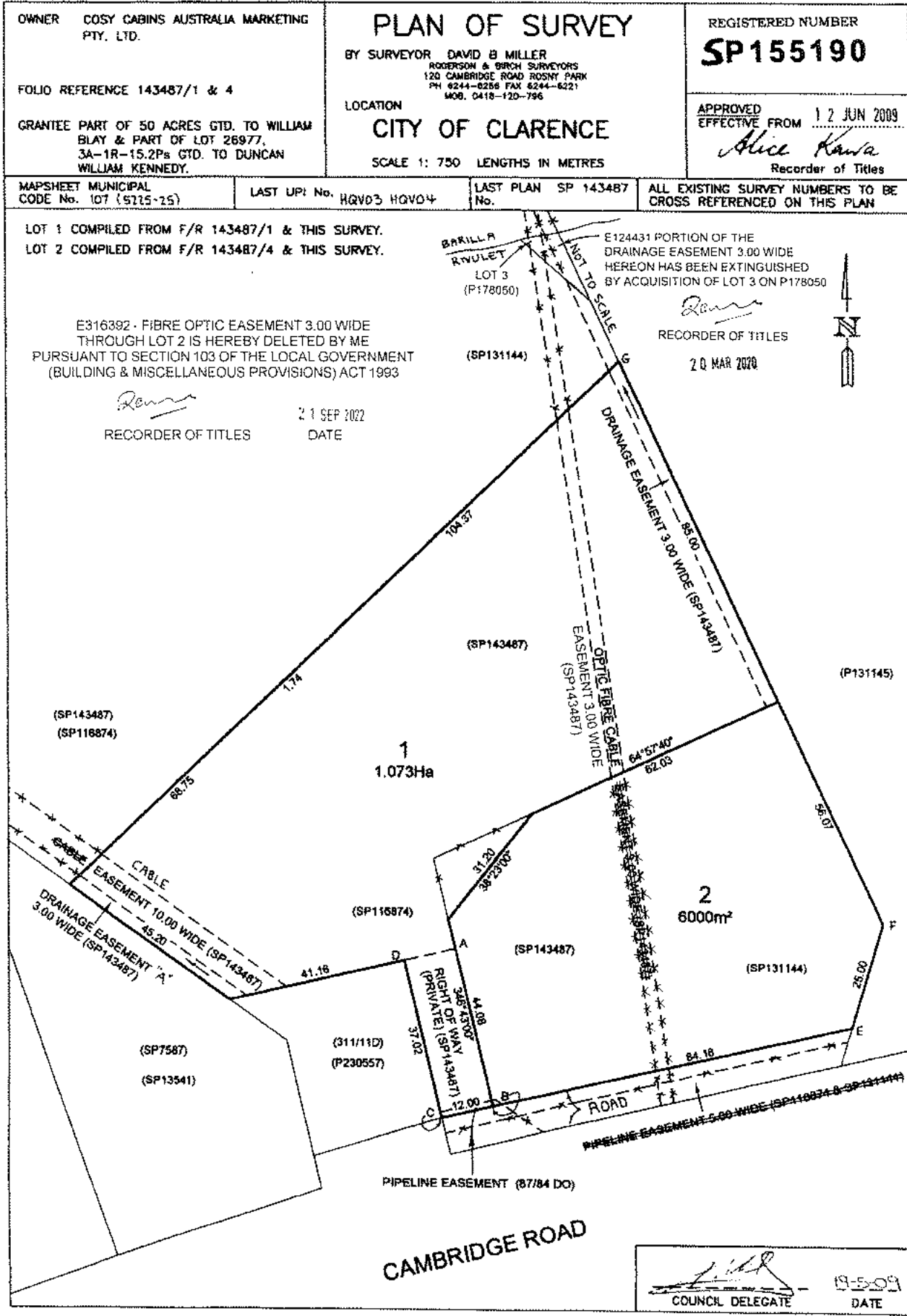
M907224 TRANSFER to C & Z HOLDINGS GROUP PTY LIMITED  
 Registered 21-Sep-2021 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any  
 SP155190 EASEMENTS in Schedule of Easements  
 SP155190 COVENANTS in Schedule of Easements  
 SP155190 FENCING PROVISION in Schedule of Easements  
 SP131144 & SP143487 COVENANTS in Schedule of Easements  
 SP131144 & SP143487 FENCING PROVISION in Schedule of Easements  
 SP116874 & SP143487 SEWERAGE AND/OR DRAINAGE RESTRICTION  
 C30987 PROCLAMATION under Section 52A of the Roads and  
 Jetties Act 1935 Registered 24-Jun-1997 at noon  
 C623673 AGREEMENT pursuant to Section 71 of the Land Use  
 Planning and Approvals Act 1993 Registered  
 18-Jul-2005 at 12.03 PM  
 The within right of drainage over the Drainage Easement 3.00  
 wide has been partially extinguished in consequence of  
 acquisition E124431 of the servient land  
 E358724 MORTGAGE to Perpetual Corporate Trust Limited  
 Registered 06-Sep-2023 at 12.01 PM

UNREGISTERED DEALINGS AND NOTATIONS

NOTICE: This folio is affected as to amended easements  
 pursuant to Request to Amend No. E316392 made under  
 Section 103 of the Local Government (Building and  
 Miscellaneous Provisions) Act 1993. Search Sealed  
 Plan No. 155190 Lodged by WALLACE WILK & WEB on  
 08-Sep-2022 BP: E316392



<b>SCHEDULE OF EASEMENTS</b>	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	<b>SP, 155 190</b>

Optic Fibre Cable Easement hereon deleted from Lot 2 by me pursuant to Request to Amend No. E316392 made under Section 103 of the Local Government (Building & Miscellaneous Provisions) Act 1993

PAGE 1 OF 2 PAGE/S  
3

**EASEMENTS AND PROFITS**

*Reverend*  
Recorder of Titles      21 SEP 2022  
Date

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.


**PIPELINE EASEMENT**

- Lots 1 and 2 are each subject to Grant of Easement dated 22 August 1967 registered number 39/3987 made between JAMES JOHNSON KENNEDY of Cambridge in Tasmania, farmer (therein and herein called "the Vendor") of the one part and THE METROPOLITAN WATER BOARD constituted a body corporate under the Metropolitan Water Act 1961 (therein and herein called "the Board") of the other part whereby for the purposes of the said Act, the Vendor granted and conveyed unto the Board ALL THAT the right to lay and maintain in the piece of land marked pipeline easement on the said Grant water pipes and valves and fittings for the purpose of the said Act, whether above or below the ground as the Board may decide and the right to enter at all times and do all necessary works and things in connection therewith or as may be authorised by the said Act.
- The easement referred to in the above paragraph is subject to the following conditions:
  - (a) The Vendor and his successors in title shall not without the written consent of the Board first had and obtained erect any buildings or structure on the said piece of land nor shall he or they do or permit to be done thereon any manner of thing which shall damage or be likely to cause damage to the water pipes, valves and fittings nor or hereafter laid or constructed therein or thereon and shall not in anywise prevent or interfere with the proper exercise and benefit of the said easements by the Board or its workmen servants contractors and agents and all other persons duly authorised by it.
  - (b) The Board shall not be required to fence any part of the said piece of land.
  - (c) The Board shall repair all damage caused by it or its servants or workmen to the fences of the Vendor who shall be at liberty to erect any fence across the said piece of land wherever he may reasonably require the same.
  - (d) The Board shall be liable to the Vendor for all actual damage to crops of the Vendor occasioned by the construction or repairing of the water pipes valves and fittings provided that the Vendor presents a written claim therefore to the Board within 30 days after the actual causing of such damage.
  - (e) The Board agrees that it will make good all damage caused to the surface of the said piece of land or the adjoining lands of the Vendor resulting from the constructions and maintenance of the works.

**OPTICAL FIBRE CABLE EASEMENT**

- ~~Lots 1 and 2 are each~~ subject to an Optic Fibre Cable Easement in favour of Telstra Corporation Ltd over the part of ~~each of Lot 1 and Lot 2~~ shown on the plan as Optic Fibre Cable Easement 3.00 wide.
- "Optical Fibre Cable Easement" means the full and free right and liberty for Telstra Corporation Ltd to enter upon the land marked Optic Fibre Cable Easement 3.00 wide to lay and maintain cleanse and replace wires and cables therein and from time to time for the purpose aforesaid to bring such materials machinery and other things as Telstra Corporation Ltd shall think proper without doing unnecessary damage to the land within the said Optical Fibre Cable Easement and provided that any damage occasioned thereby shall be made good.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Cosy Cabins Australia Marketing FOLIO REF: 143487/1 and 4 SOLICITOR & REFERENCE: Dobson Mitchell & Allport 7001976 - Stephen Wicks	PLAN SEALED BY: Clarence City Council DATE: 19-5-2009 50-2007/155 REF NO.  Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b>  PAGE 2 OF $\frac{2}{3}$ PAGES	Registered Number  <b>SP 155 190</b>
SUBDIVIDER: Cosy Cabins Australia Marketing FOLIO REFERENCE: 143487/1 and 4	

**CABLE EASEMENT**

- Lot 1 is subject to a Cable Easement in favour of Telstra Corporation Ltd over that part of Lot 1 which is shown on the Plan marked "Cable Easement 10.00 wide".
- "Cable Easement" means the full and free right and liberty for Telstra Corporation Ltd to enter upon the land marked Cable Easement 10.00 wide to lay and maintain cleanse and replace wires and cables therein and from time to time for the purpose aforesaid to bring such materials machinery and other things as Telstra Corporation Ltd shall think proper without doing unnecessary damage to the land within the said Cable Easement and provided that any damage thereby shall be made good.

**RIGHT OF WAY**

& that part of Lot 1 formerly comprised in Lot 4 on SP143487

- Lot 1 is subject to a right of carriageway in favour of Lot 2 over that part of Lot 1 which is shown on the plan marked ABCD and bearing the notation "Right of Way Private"
- Lot 2 is together with a right of carriageway over that part of Lot 1 which is shown on the plan marked ABCD and bearing the notation "Right of Way Private".

**COVENANTS**

Those parts of Lots 1 & 2 on the plan formerly comprised in Lot 1 on Sealed Plan 131144 are burdened by the restrictive covenants created by Sealed Plan 131144 in the following terms:

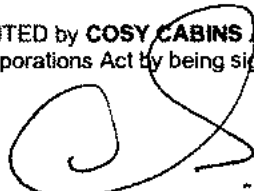
- ~~The owner of each lot on the plan covenants with the owner for the time being of each other lot on the plan to the intent that the burden of this covenant may run with and bind the covenanted lot and every part thereof and that the benefit thereof may be annexed to and devolve with each and every part of the said balance to observe the following stipulations:-~~
  - (a) Not to display on such lots any signage without the prior consent of Clarence City Council or relevant planning authority.
  - (b) Not to construct (or permit to be constructed) any vehicular access on to Cambridge Road (shown on the plan) or on to the future Colebrook Road diversion (the intended boundary of such road diversion with such lot being marked "EFG" on the plan.
  - (c) Not to construct any building (or permit any building works) within 20 metres of the boundary marked "EFG" on the plan unless it is formally resolved that a future diversion of Colebrook Road along that boundary will not occur.

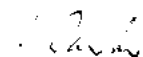
**FENCING PROVISION**

- In respect of each lot shown on the plan Cosy Cabins Australia Marketing Pty Ltd ACN 009 492 059 shall not be required to fence.

**EASEMENTS CONTINUED ON PAGE 3**

EXECUTED by **COSY CABINS AUSTRALIA MARKETING PTY LTD ACN 009 492 059** pursuant to section 127(1) of the Corporations Act by being signed by:

  
 Director

  
 Director/Secretary

**Anthony PARK**  
 (print name)

**MELE D PARK**  
 (print name)

**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.

<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b> PAGE 3 OF 3 PAGES	Registered Number <b>SP 155 190</b>
SUBDIVIDER: Cosy Cabins Australia Marketing FOLIO REFERENCE: 143487/1 and 4	

NATIONAL AUSTRALIA BANK LIMITED as mortgagee of the land in certificate of title volume 143487 folio 1 pursuant to mortgage registered no C853595 consents to the subdivision effected by this Schedule of Easements of which this annexure forms part, as evidenced by the following execution:

EXECUTED by NATIONAL AUSTRALIA BANK LIMITED pursuant to section 127(1) of the Corporations Act by being signed by:

Dated this 22<sup>nd</sup> day of July 2008  
 Executed by the NATIONAL AUSTRALIA BANK LIMITED )  
 by its Attorney Yves Schlabach  
 who holds the position of Level 3 Attorney  
 under Power of Attorney No. PA 18631  
 (who declares that he/she has received no notice  
 of revocation of the said Power) in the presence of:

Director [Signature] Director/Secretary [Signature]  
Davis Nicholas Sigano YVES SCHLABACH  
Same Office as SENIOR BUSINESS  
10/46 corner, 5 BANKING MANAGER  
Wynyard

(print name) (print name)

**EASEMENTS CONTINUED**

Lot 1 on the plan is subject to a right of drainage (appurtenant to Lot 4 on SP143487) over the Drainage Easement 3.00 wide (SP143487) shown passing through such lot.

Lot 1 on the plan is subject to a right of drainage in favour of the Clarence City Council over the Drainage Easement 'A' 3.00 wide (SP143487) shown passing through such lot.

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

**PROPERTY ID:** 2964428  
**MUNICIPALITY:** CLARENCE

**PROPERTY ADDRESS:** 1106 CAMBRIDGE ROAD  
 CAMBRIDGE TAS 7170

**PROPERTY NAME:**

**TITLE OWNER:** 155190/2 : C & Z HOLDINGS GROUP PTY LIMITED

**INTERESTED PARTIES:** C & Z HOLDINGS GROUP PTY LIMITED

**POSTAL ADDRESS:** 181 TARA DR  
**(Interested Parties)** ACTON PARK TAS 7170

**MAIN IMPROVEMENTS SUMMARY**

**Improvements:** OFFICE  
**Improvement Sizes (Top 3 by Size):**  
 Improvement: Area:  
 HARD STANDING 3000.0 square metres  
 OFFICE 146.0 square metres  
 OTHER IMPROVEMENTS

**Number of Bedrooms:**

**Construction Year of Main Building:**

**Roof Material:**

**Wall Material:**

**Land Area:** 0.6 hectares

**LAST SALES**

Contract Date	Settlement Date	Sale Price
27/04/2021	27/08/2021	\$900,000
23/12/2015	23/12/2015	\$220,000

**LAST VALUATIONS**

Date Inspected	Levels At	Land	Capital	A.A.V.	Reason
09/01/2019	01/07/2018	\$600,000	\$660,000	\$31,680	FRESH VALUATION
19/11/2012	01/07/2012	\$480,000	\$525,000	\$25,200	REVALUATION

**No information obtained from the LIST may be used for direct marketing purposes.**

Much of this data is derived from the Valuation Rolls maintained by the Valuer-General under the provisions of the Valuation of Land Act 2001. The values shown on this report are as at the Levels At date.

While all reasonable care has been taken in collecting and recording the information shown above, this Department assumes no liability resulting from any errors or omissions in this information or from its use in any way.

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**Explanation of Terms**

**Property ID** - A unique number used for Valuation purposes.

**Date Inspected** - The date the property was inspected for the valuation.

**Levels At** - Levels At - or Levels of Valuation Date means the date at which values of properties are determined for all valuations in a Municipal Area.

**Land Value** - Land Value is the value of the property including drainage, excavation, filling, reclamation, clearing and any other invisible improvements made to the land. It excludes all visible improvements such as buildings, structures, fixtures, roads, standings, dams, channels, artificially established trees and pastures and other like improvements.

**Capital Value** - Capital Value is the total value of the property (including the land value), excluding plant and machinery.

**AAV** - Assessed Annual Value. AAV is the gross annual rental value of the property excluding GST, municipal rates, land tax and fixed water and sewerage, but cannot be less than 4% of the capital value.

**Interested Parties** - This is a list of persons who have been recorded by the Valuer-General as having interest in the property (ie owner or Government agency).

**Postal Address** - This is the last advised postal address for the interested parties.

**Multiple Tenancies** - Properties that have multiple tenants are assessed for separate AAV's. e.g. a house and flat.

# TASMANIAN LAND TITLES OFFICE

## Notification of Agreement under the

## Land Use Planning and Approvals Act 1993 (Section 71)



C623673

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
131144	1	116874	1

**REGISTERED PROPRIETOR:**

**HOBART PROPERTIES & SECURITIES PTY LTD (ACN 003 314 225) of "Riversdale", 222 Denholms Road, Cambridge in Tasmania and GIBSONS LTD (ACN 009 476 064) of Maxwells Road, Cambridge in Tasmania**

**PLANNING AUTHORITY:**

**CLARENCE CITY COUNCIL of 38 Bligh Street, Rosny Park in Tasmania**

Dated this 15<sup>th</sup> day of April 2005

We **Clarence City Council**

of **38 Bligh Street, Rosny Park in Tasmania**

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.

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

Signed  
(on behalf of the Planning Authority)

Land Titles Office Use Only

REGISTERED

18 JUL 2005

**LUA** Version 1

*Wace Kevla*

LAND TITLES OFFICE

THE BACK OF THIS FORM MUST NOT BE USED

Stamp Duty

## Deed of Agreement

This deed of agreement is made the 13<sup>th</sup> day of January 2005  
between:

Clarence City Council of 38 Bligh Street, Rosny Park in Tasmania ("**Council**"), and

Hobart Properties & Securities Pty Ltd ACN 003 314 225 of "Riversdale", 222 Denholms Road, Cambridge in Tasmania and Gibsons Ltd ACN 009 476 064 of Maxwells Road, Cambridge in Tasmania (separately and respectively called "**HP&S**" and "**Gibsons**" and collectively called "**Developer**")

### Recitals

1. HP&S is the owner of the land in Certificate of Title Volume 116874 Folio 1 and Gibsons is the owner of the land in Certificate of Title Volume 131144 Folio 1 (collectively the "Land").
2. The Land is within the area subject to the provisions of the City of Clarence Planning Scheme.
3. On 9 September 2004, the Council issued a subdivision permit for a boundary adjustment and one lot subdivision on the Land numbered SD-2004/1 ("Permit") which may be amended from time to time.
4. Condition 10 of the Permit provides that the Developer must enter into an agreement under Part 5 of the *Land Use Planning and Approvals Act 1993* to support the obligations of the Developer pursuant to the permit.
5. The parties enter into this Agreement to make further provision for the purposes of condition 10 of the Permit.

### Operative part

The parties agree and covenant as follows:

#### 1. Interpretation and definitions

##### 1.1 Definitions

In this Agreement unless the contrary intention appears:

"**Agreement**" means this deed of agreement.

"**Act**" is the *Land Use Planning & Approvals Act 1993*.

"**Permit**" is the permit described in recital 3.

"**Land**" means each of the lands referred to at recital 1.

113791829\_ARLA

  
**CORPORATE SECRETARY  
CLARENCE CITY COUNCIL**

I HEREBY CERTIFY THAT THIS IS A  
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"**Planning Scheme**" is the Clarence Planning Scheme and any amendment, modification or replacement of that scheme made pursuant to the provisions of the Act.

"**Mortgagee**" includes a reference to any encumbrancee or any other person which has a registered interest in the Land.

"**GST**" means Goods and Services Tax pursuant to the provisions of the *A New Tax System (Goods & Services Tax) Act 1999*.

## 1.2 Interpretation

In this Agreement:

- (a) A reference to the Council includes a reference to any new council which has jurisdiction in respect of the land established pursuant to part 2 of the *Local Government Act 1993* or any other legislation or proclamation;
- (b) A reference to the Developer includes their assignees and any person bound by the covenants in this Agreement as provided for in section 79 of the Act;
- (c) A reference to this Agreement in another instrument is a reference to this Agreement as amended, varied, novated or substituted from time to time;
- (d) A reference to a statute, ordinance, code, law or planning scheme includes a reference to such document as amended or substituted from time to time;
- (e) A reference to a person or party includes that persons executors, administrators, successors, substitutes (including persons taking by novation), transferees, assigns and any person deriving title under such a person;
- (f) Words and expressions used both in this Agreement and in this Act or the *Local Government Act 1993* have the same meanings as they have in those Acts;
- (g) Words and expressions used both in this Agreement and in the Planning Scheme have the same meanings as they have in the Planning Scheme.

**The parties covenant and agree as follows**

### 2. Objective and function of this Agreement

2.1 Without limiting any operation or effect which this Agreement otherwise has, the Council and the Developer acknowledge that this Agreement is made under Part 5 of the Act (and in particular section 71) with the intent that the burden of the Developer's covenants run with the Land as provided for by section 79 of the Act.

2.2 The parties enter this Agreement:

- (a) To give effect to the Permit;

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CORPORATE SECRETARY  
CLARENCE CITY COUNCIL

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(b) To provide for the matters set out in section 72(2) of the Act.

2.3 This Agreement must be registered pursuant to Section 78 of the Act in respect of the Land.

### 3. Development and use

3.1 Access to lots 1 and 4 on the plan annexed hereto and marked "A" must only be by way of any access road constructed over that part of lot 1 marked "ABCD" on the plan annexed hereto.

3.2 The owner of that part of the Land forming lot 2 on the plan annexed hereto covenants with the Council that access to lot 2 will only be via Maxwells Road, Cambridge.

3.3 The owner of lots 1 and 4 on the plan annexed hereto acknowledge that the standard of the access to Cambridge Road, Cambridge over lot 1 is to be constructed in accordance with the Permit is only adequate for the use of the Land involving limited traffic generation and that for any future proposed use or development by a subsequent developer, a Traffic Impact Assessment is to be undertaken to the satisfaction of the Council and the relevant road authority that demonstrates that direct access to Cambridge Road, Cambridge is acceptable or can be made acceptable by means of works on Cambridge Road, Cambridge.

### 4. Other obligations of the Developer

The Developer must:

4.1 Permit registration of this Agreement in accordance with section 78 of the Act and pay the costs of registering it.

4.2 Secure the consent of any mortgagee or encumbrancee to the registration of this Agreement within 30 days of the date of this Agreement.

4.3 Pay all stamp duty and registration costs in respect of this Agreement or any document required by it.

4.4 Pay any GST payable in respect of the making of a taxable supply in respect of this Agreement and any money payable by the owner pursuant to this Agreement (including damages) is plus GST if any.

4.5 Take such steps as are necessary to register this Agreement in respect of the Land.

### 5. Conditional nature of the Council's obligations

The Council is not obliged to perform the provisions of this Agreement if the Developer is in breach of it or the Permit at the time that performance by the Council is due.

### 6. Relationship between the parties

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CORPORATE SECRETARY  
CLARENCE CITY COUNCIL.

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Nothing in this Agreement creates the relationship of partnership or of principal and agent or of joint venture between the Council and the Developer.

**7. Proper law**

This Agreement is governed by the laws of the State of Tasmania and the parties submit to the non exclusive jurisdiction of those courts and from courts competent to hear appeals therefrom.

**8. Commencement**

This Agreement begins immediately upon execution by the parties.

**9. Other documents**

This Agreement is to be read in conjunction with the Permit and any plans submitted to and approved by the Council in relation to the Permit or the subdivision of the Land.

**10. Termination**

10.1 The Council may terminate this Agreement by notice in writing to the Developer if:

- (a) The Developer breaches it;
- (b) The consent required by a mortgagee is not provided;
- (c) The Developer fails to materially comply with the Permit;
- (d) The Developer fails to comply with the Planning Scheme or the Act in respect of the use or development of the Land;
- (e) This Agreement is not registered pursuant to the provisions of the *Land Titles Act 1980*.

10.2 This Agreement also terminates as provided for in the Act.

**11. Reading down and severability**

If a provision of this Agreement is void or voidable by a party, unenforceable or illegal but would not be so if read down or severed from the Agreement, it must be read down or severed accordingly.

**12. Exercise of powers**

The Council and the Developer expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council whether in relation to the Permit or the Land or otherwise and the provisions of this Agreement must be read accordingly.

**13. Further documents**

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CORPORATE SECRETARY  
CLARENCE CITY COUNCIL

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The Council and the Developer will do all things and prepare and sign all further documents necessary to give effect to this Agreement and to ensure that this Agreement is fully carried out.

**14. Disclosure of this Agreement**

The Developer must not at any time before or after the registration of this Agreement sell, transfer, dispose of or in any way part with possession of the Land without first disclosing the existence of and nature of this Agreement to the Developer's successors.

**15. Alteration to this Agreement**

15.1 This Agreement may be amended by agreement between the Council and all persons who are bound by any covenant in the Agreement.

15.2 If any proposed amendment to this Agreement requires a new or an amended permit, then that permit or that amended permit (as the case may be) must be obtained before this Agreement is amended.

15.3 Despite this clause, the Council may determine that a new agreement is required.

**16. Notices**

16.1 A notice pursuant to this Agreement must be in writing. Notices may be served:

- (a) personally by leaving them with the party on whom they are to be served at that party's address stated in clause 16.3; or
- (b) by pre paid post sent to the address stated in clause 16.3; or
- (c) by facsimile (or by any other like method by which a written or recorded message may be sent) directed to the party on whom they are to be served at that party's address stated in clause 16.3.

16.2 Notices are not effective until received by the other party and any such notice is without prejudice to any other mode of receipt, deemed to be received by such other party:

- (a) if served personally when left at the address of the other party stated in clause 16.3;
- (b) when mailed, three business days after being put into the post addressed to such party at that address; and
- (c) if made by facsimile or any other like method upon the production of a transmission report by a machine from which the transmission was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient stated in clause 16.3.

16.3 The addresses of the parties for service of notices are as follows:

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CORPORATE SECRETARY  
CLARENCE CITY COUNCIL

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

Clarence City Council  
 38 Bligh Street  
 ROSNY PARK TAS 7018  
 Telephone: (03) 6245 8600  
 Facsimile: (03) 6245 8400

Hobart Properties & Securities Pty Ltd  
 "Riversdale"  
 222 Denholms Road  
 CAMBRIDGE TAS 7170

Gibsons Limited  
 Maxwells Road  
 CAMBRIDGE TAS 7170

**17. Mortgagee's consent**

- 17.1 A mortgagee of the Land (if any) must within 30 days of the execution of this Agreement consent to it and to its registration in accordance with the mortgagee's consent form specified at Item 1 of the Schedule.
- 17.2 A failure of the mortgagee to comply with this clause entitles the Council to terminate this Agreement by notice in writing to the Developer.

**The Schedule**

**Item 1 – Form of mortgagee consent**

XYZ Limited being:

1. A mortgagee under registered mortgage no.        over the land contained in Certificates of Title Vol.    Fol.    of the Register; and
2. A chargee in respect of some or all of the property or assets of the owner under registered charge no.        .

consents to this Agreement and agrees that it may be registered.

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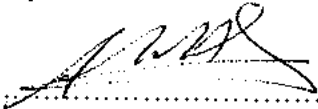
  
 THEREBY CERTIFY THAT THIS IS A  
 COPY OF THE ORIGINAL DOCUMENT

**CORPORATE SECRETARY  
 CLARENCE CITY COUNCIL**

Executed as a deed this day

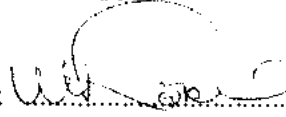
**THE COMMON SEAL** of Clarence City Council was hereunto affixed pursuant to a resolution of the Council passed on

.....  
in the presence of:

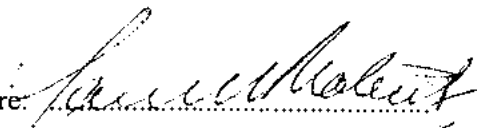
  
.....  
Signature

..... Alex Van Der Merwe  
Name Corporate Secretary  
Clarence City Council  
..... 38 High Street  
Position Rosny Park, 7018

**EXECUTED** by Hobart Properties & Securities Pty Ltd ACN 003 314 225 in accordance with section 127 of the Corporations Act 2001:

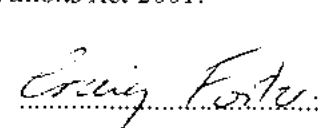
Signature:  .....

Name: ALEX VAN DER MERWE  
PLEASE PRINT  
**Director**

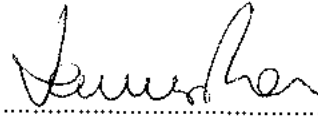
Signature:  .....

Name: ALEX VAN DER MERWE  
PLEASE PRINT  
**Director/Secretary \***  
\* Delete as appropriate

**EXECUTED** by Gibsons Limited ACN 009 476 064 in accordance with section 127 of the Corporations Act 2001:

Signature:  .....

Name: CRAIG FOSTER  
PLEASE PRINT  
**Director**

Signature:  .....

Name: JAMES ROSE  
PLEASE PRINT  
**Director/Secretary \***  
\* Delete as appropriate

113791829\_ARLA

  
THEREBY CERTIFY THAT THIS IS A  
COPY OF THE ORIGINAL DOCUMENT

**CORPORATE SECRETARY  
CLARENCE CITY COUNCIL**

Westpac Banking Corporation being a mortgagee under registered mortgage no. C187456 over the land contained in Certificate of Title Volume 116874 Folio 1 of the Register consents to this Agreement and agrees that it may be registered.

SIGNED, SEALED AND DELIVERED on behalf of WESTPAC BANKING CORPORATION ABN 33 007 457 141 by its attorney under power of attorney dated 17 January 2001, a certified copy of which is filed in the Permanent Order Book, No. 277, Page 16 in the presence of:

By executing this document the attorney states that they have received no notice of revocation of the power of attorney.

N. Verheijman  
Witness (signature)  
N. Verheijman  
Witness (print name)

[Signature]  
Attorney (signature)  
Lina Luscell  
Name of Attorney (print)  
TIER THREE ATTORNEY

**Glenn Clarke**

I certify that the Attorney for the mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

SIGNED by ..... as attorney for Westpac Banking Corporation under power of attorney registered No. 72/5446.

Signature of Witness: [Signature]  
Name of Witness: Aaron Williams  
Address of Witness: 360 Collins Street, Melbourne  
Business Securities Officer

[Signature]  
(Signature) Tier Three Attorney  
By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

113791829...ARLA

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

**CORPORATE SECRETARY  
CLARENCE CITY COUNCIL**

ANNEXURE "A"

29/10 '04 09:00 FAX 03 82312412

GRIGGS LEARY & CO

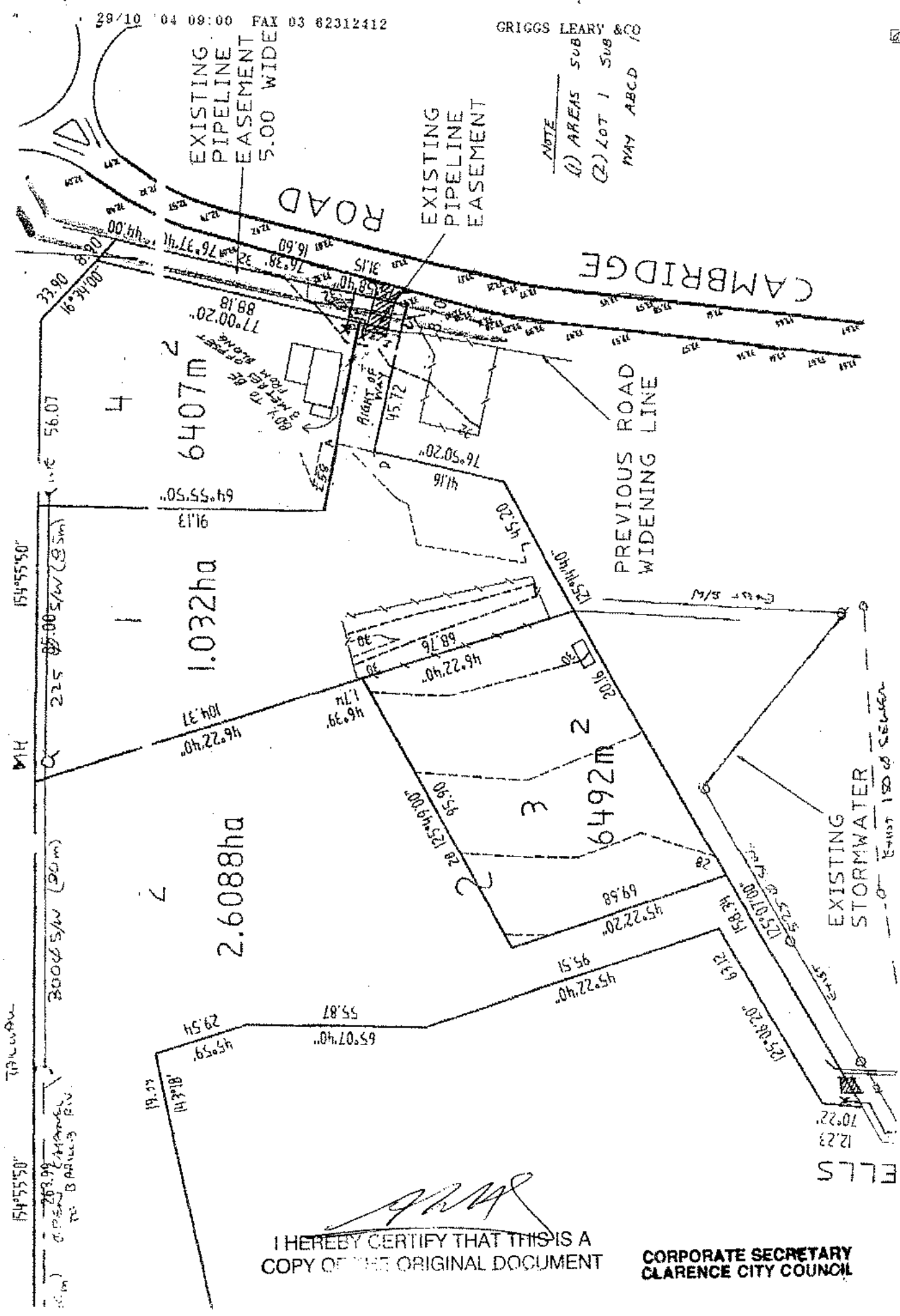
04

EXISTING PIPELINE EASEMENT 5.00 WIDE

EXISTING PIPELINE EASEMENT

NOTE

- (1) AREAS SUB
- (2) LOT 1 SUB
- MAY ABCD



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

CORPORATE SECRETARY  
CLARENCE CITY COUNCIL

TASMANIAN LAND TITLES OFFICE

Notification of Agreement  
under the

Land Use Planning and Approvals Act 1993  
(Section 71)



C762554

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
131145	1		

REGISTERED PROPRIETOR:  
**CHRISTOPHER GEOFFREY KEAN and VICKI ALISON KEAN**

PLANNING AUTHORITY:  
**CLARENCE CITY COUNCIL**

Dated this 21<sup>st</sup> day of December 2006

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 7019

Land Titles Office Use Only

**RECORDED**

- 5 JAN 2007

**LUA** Version 1

*Alice Kawa*

**RECORDED**

Stamp Duty

NO PART OF THIS FORM MUST NOT BE USED

**AGREEMENT**

**THIS AGREEMENT is made on the 25th day of October 2006**

**PARTIES:**

**COAL RIVER WATER RECYCLING AUTHORITY of 38 Bligh Street Rosny in Tasmania ("the Authority")**

**AND**

**CLARENCE CITY COUNCIL of 38 Bligh Street Rosny in Tasmania ("the Council")**

**AND ("The LANDOWNER")**

**CHRISTOPHER GEOFFREY KEAN, CAMBRIDGE IN TASMANIA.**

**AND**

**VICKI ALISON KEAN OF 1 KENNEDY DRIVE, CAMBRIDGE IN TASMANIA.**

**1. RECITAL**

- a) The Coal River Valley Water Recycling Scheme was established primarily as an agricultural irrigation scheme in a partnership with financial and/or in-kind contribution from growers of the Coal River region, the Clarence City Council and the Authority. The purpose of the Scheme is to supply Recycled Water for a range of agricultural, horticultural and amenity uses in order to lessen the ocean disposal of treated effluent.
- b) The Authority is a single authority established by the Clarence City Council under the Local Government Act 1993 to manage the Coal River Valley Water Recycling Scheme.
- c) The Authority has agreed to provide the Landowner with a supply of recycled water ("Recycled Water") to the IEMP Property owned by the Landowner.
- d) The Landowner has agreed to enter into this Agreement as part of the arrangements for the Authority to supply the Landowner with Recycled Water on the terms and conditions set out herein.

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## 2. AGREEMENT

IN CONSIDERATION OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AND IN CONSIDERATION OF THE PAYMENT OF THE COSTS AND CHARGES FOR THE SUPPLY OF THE RECYCLED WATER TO THE IEMP PROPERTY AND THE SITE, THE AUTHORITY, THE COUNCIL AND LANDOWNER COVENANT AND AGREE AS FOLLOWS:

### 1 INTERPRETATION

#### 1.1. Definitions

- 1.1.1. "Allocation of Recycled Water" means the amount of Recycled Water the Authority has agreed to supply and sell to the Landowner annually, and the Landowner has agreed to purchase for use or application on the Site in accordance with this Agreement and Schedule 1.
- 1.1.2. "Authorisations" means all applicable permits, licences, authorisations, consents, permissions and any other approvals the Landowner is required to have from any person or Government Body to carry out any of its activities in relation to the storage, use or application of Recycled Water on the IEMP Property or the Site, and for any Works.
- 1.1.3. "Authority" means the Coal River Water Recycling Authority.
- 1.1.4. "Business Day" means any day which is not a public holiday in Hobart, Tasmania.
- 1.1.5. "Consumer Price Index" has the meaning set out in clause 15.
- 1.1.6. "Contract Administrator" is the person nominated by the Authority and the Council as the Contract Administrator for this Agreement and includes a nominated representative of the Contract Administrator.
- 1.1.7. "Director of Environmental Management" means the Director of Environmental Management appointed under the *Environmental Management and Pollution Control Act 1994*;
- 1.1.8. "Dispute Notice" has the meaning set out in clause 9.
- 1.1.9. "DP&EMP" means the Development Proposal and Environmental Management Plan dated February 2003 and Addendum dated April 2003.
- 1.1.10. "Environmental Protection Notice" means Environmental Protection Notice 632/1 issued by the Director of Environmental Management dated the 20 November 2002 to the Clarence City Council.
- 1.1.11. "General Manager" means the General Manager of the Clarence City Council.
- 1.1.12. "Environmental Harm" has the meaning set out in the *Environmental Management and Pollution Control Act 1994*.
- 1.1.13. "Government Body" means any statutory body which has jurisdiction over the Scheme.
- 1.1.14. "GST" has the meaning set out in clause 15.
- 1.1.15. "IEMP" means the Irrigation and Environmental Management Plan referred to in clause 4 for the IEMP Property.
- 1.1.16. "IEMP Property" means the Landowner's property referred to in Schedule 1, and includes the Site.
- 1.1.17. "Landowner" means the Landowner, its successors and assigns.
- 1.1.18. "Legislation" means all applicable legislation; codes or standards; environmental responsibilities; statutory permits, licences, or approvals; planning scheme

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requirements; by-laws and other statutory responsibilities which apply to the supply, storage, use or application of the Recycled Water on the Site, or any activity conducted on the IEMP Property during the term associated with the use of that water.

- 1.1.19. "**Licence**" means the licence referred to in clause 2.3.
- 1.1.20. "**Minimum Allocation of Recycled Water**" means the minimum annual Allocation of Recycled Water that the Landowner must accept and purchase under this Agreement and which is set out in Schedule 1.
- 1.1.21. "**Property Connection Point**" means the place on the IEMP Property or the Site where plant and equipment is installed to connect the Landowner's infrastructure to the Authority's infrastructure servicing the Scheme.
- 1.1.22. "**Recycled Water**" is the recycled water as further described in Schedule 2 supplied by the Authority to the Landowner in accordance with the DP&EMP and Environmental Protection Notice from the Rosny Treatment Works.
- 1.1.23. "**Report**" means a written Report referred to in clause 5 and includes a Water Use and Irrigation and Environmental Management Report.
- 1.1.24. "**Schedules**" means all Schedules to the Agreement and any other schedules or attachments to the Agreement intended by the parties to form part of the Agreement.
- 1.1.25. "**Scheme**" means the area of the Coal River Valley that forms the Coal River Valley Water Recycling Scheme set out in the DP&EMP and any amendments to the Scheme area as approved by the Director of Environmental Management from time to time.
- 1.1.26. "**Site**" means that area of the IEMP Property shown in the IEMP where Recycled Water has been approved by the Authority to be stored or used.
- 1.1.27. "**Supply Date**" means the date the parties have agreed is the date that a supply of Recycled Water is to be provided to the Site.
- 1.1.28. "**Term**" means the term of the Agreement;
- 1.1.29. "**Water Use and Irrigation and Environmental Management Report**" has the meaning set out in clause 5, and Schedule 1;
- 1.1.30. "**Works**" means those Works the Landowner must carry out from the commencement date of this Agreement and which are set out in the IEMP or a Schedule.

## 2. NATURE AND TERM OF AGREEMENT

### 2.1. Nature of Agreement

- 2.1.1. The parties acknowledge this Agreement (except the Schedules) may be registered by the Authority on the title of the IEMP Property in accordance with the requirements of part 5 of the *Land Use Planning and Approvals Act 1993*. The effect of the registration of the Agreement will be that the operative provisions of this Agreement will run with the property.
- 2.1.2. If the Agreement is registered on the title to the Property, then the parties acknowledge that the Agreement (except the Schedules) lodged with the Land Titles Office will be publicly available.

### 2.2. Landowner's Agent

- 2.2.1. Subject to the written consent of the Authority, the Landowner may authorise an agent ("Landowner's Agent") to receive a supply of Recycled Water at the Site.
- 2.2.2. If the Authority approves the Landowner's Agent to receive Recycled Water at the Site, the Landowner remains responsible and accountable under the Agreement for the supply, purchase and use of the Allocation of Recycled Water in accordance with the Agreement.

### 2.3. Commencement Date, Term, Extension and Licence

- 2.3.1. The Term of this Agreement is five (5) years from the commencement date specified in Schedule 1.

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- 2.3.2. If the Landowner proposes to seek an extension of the Term for a further five (5) years supply of Recycled Water to the IEMP Property after the expiration of the current Term;
- 2.3.2.1. the Landowner and the Authority (or Authority representative) are to both meet prior to the expiry date of the Agreement, and review any relevant matters relating to the proposed extension of the Agreement; and
- 2.3.2.2. the Landowner is then to arrange for a written request for an extension of the Term to be forwarded to the Authority at least six (6) months prior to the expiration of the current Term (or such other period of time required by the Contract Administrator).
- 2.3.3. If the Landowner has provided a written request for an extension of the Term of the Agreement in accordance with clause 2.3.2, then the Term is to be extended by the Council and the Authority for a further five (5) years from the expiry date of the current Term unless;
- 2.3.3.1. the Council and Authority are not reasonably satisfied that the Landowner has satisfactorily complied with the requirements of this Agreement, IEMP or applicable Legislation during the current Term; or
- 2.3.3.2. the Landowner does not have the required Authorisations for the use of the Recycled Water on the Site; or
- 2.3.3.3. one of the matters in clauses 3.8.1.2.1, 3.8.1.2.2, 3.8.1.2.3, 3.8.1.2.4, 3.8.1.3, 3.8.1.4 or 3.8.1.5 are applicable to the supply of Recycled Water to the Site during the further five (5) year Term which are relevant; or
- 2.3.3.4. the Authority does not have the capacity to provide the supply of Recycled Water to the Landowner for a further five (5) years.
- 2.3.4. If the Authority determines that no further supply of Recycled Water is to be provided to the Landowner after the expiration of a five (5) year Term due to operational, regulatory, or compliance reasons or other factors affecting the supply of Recycled Water to other Landowners within the Scheme then this Agreement is to lapse.
- 2.3.5. The Landowner grants the Authority and the Council an irrevocable licence to enter onto the IEMP Property and the Site after the expiration or termination of this Agreement on the terms and conditions of this Agreement (as applicable) for the purposes of the Authority carrying out and completing any of its obligations under this Agreement which extend beyond the Expiry Date of the Agreement.

### 3. RECYCLED WATER

#### 3.1. Obligations in relation to Recycled Water management

Each party to this Agreement must ensure that its responsibilities and obligations are carried out in accordance with the requirements of the DP&EMP, Authorisations and Legislation at all times.

#### 3.2. Supply of Allocation of Recycled Water

- 3.2.1. Subject to the covenants, terms and conditions of this Agreement;
- 3.2.1.1. the Authority agrees to supply and sell to the Landowner the Allocation of Recycled Water from the Supply Date in accordance with the DP&EMP, Environmental Protection Notice, and on the terms set out in this Agreement;
- 3.2.1.2. the Landowner agrees to receive and purchase the Allocation of Recycled Water from the Supply Date on the conditions, and for the rates (including GST) set out in this Agreement and Schedule 1; and

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3.2.1.3. the Landowner agrees to receive and purchase annually the Minimum Allocation of Recycled Water during the term of the Agreement. The Minimum Allocation of Recycled Water is as stated in Schedule 1. The Authority reserves the right to review the Minimum Allocation of Recycled Water every three years during the term of the Agreement.

### 3.3. Nature of Supply of Recycled Water

- 3.3.1. Subject to the following provisions of this clause, and clause 11.3, the Authority will use its best endeavours to supply Recycled Water within the parameters set out for the properties of Recycled Water in Schedule 2.
- 3.3.2. The Landowner acknowledges and agrees that the Recycled Water used or applied on the Site may not always achieve the parameters set out for the properties of Recycled Water set out in Schedule 2 due to:
- 3.3.2.1. its nature, composition or characteristics of the Recycled Water;
  - 3.3.2.2. the presence of deleterious microbial, chemical, physical or other elements present in the Recycled Water supplied to the IEMP Property by the Authority; or
  - 3.3.2.3. the adequacy, suitability or nature of the soils, water and topography of the Site; or
  - 3.3.2.4. environmental or other relevant considerations relevant to the use and application of the Recycled Water on to the Site; or
  - 3.3.2.5. reasons beyond the reasonable control of the Authority or the Council which affect the nature and parameters of the Recycled Water provided to the Site.

### 3.4. Storage, use and application of the Allocation of Recycled Water

- 3.4.1. The Landowner must ensure that the Recycled Water on the IEMP Property is properly stored, used and applied in accordance with the requirements of this Agreement, the IEMP, the DP&EMP, relevant Authorisations and applicable Legislation.
- 3.4.2. The Landowner must advise the Contract Administrator of the proposed Supply Date and advise of the requirements it has (or the Landowner's Agent has, if applicable) in relation to the Allocation of Recycled Water.
- 3.4.3. The Landowner must not cause or permit the Allocation of Recycled Water or any part of it to be stored, used, and applied or otherwise dealt with in anyway except in accordance with the requirements of this Agreement, DP&EMP, Legislation, and relevant Authorisations without the written permission of the Authority.
- 3.4.4. The Landowner must not cause or permit the Allocation of Recycled Water or any part of it to be sold, transferred, traded, licensed, donated, assigned, disposed of, discharged from the Site, or given way to any other person except in accordance with the requirements of this Agreement and relevant Authorisations without the written permission of the Authority.

### 3.5. Costs for Recycled Water and services

- 3.5.1. The costs and charges for the supply of the Allocation of the Recycled Water, and for any services provided by the Authority to the Landowner which are to be paid by the Landowner are set out in Schedule 1 and are to be paid by the 30 March each year of the Agreement, unless otherwise agreed in writing by the Contract Administrator.
- 3.5.2. The Authority will install and maintain on the IEMP Property at its expense appropriate metering equipment for reading the quantity of Recycled Water provided to the Site

### 3.6. Payments

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- 3.6.1. The Landowner must pay to the Authority the invoiced amounts for the Allocation of Recycled Water plus GST as set out in Schedule 1, including any amounts applicable for the adjustment of costs in accordance with the Consumer Price Index.
- 3.6.2. Payments are to be made within 30 days of a tax invoice being issued to the Landowner unless otherwise agreed by the parties.

**3.7. Ownership of Recycled Water**

Ownership and risk in relation to the Recycled Water is to pass at the Property Connection Point where the Recycled Water is transferred to the IEMP Property or the Site and regardless of whether payment for the water has occurred or not occurred for the quantity of water supplied.

**3.8. Interruption or change to Supply of Recycled Water**

3.8.1. The Authority may with notice to the Landowner or the Landowner's Agent immediately suspend, restrict, reduce or discontinue the supply of the Allocation of Recycled Water to the Site in the following circumstances if in the reasonable opinion of the Authority any of the following events or circumstances apply, or may apply, to the supply of the Recycled Water to the Site or to the other Landowners within the Scheme:

- 3.8.1.1. an event beyond the reasonable control of the Authority or the Council such as an accident, strike, civil commotion, natural disaster, terrorist act or any other event beyond the control of the Authority or the Council occurs or is likely to occur; or
- 3.8.1.2. the Authority or Council makes a decision to suspend, restrict, reduce or discontinue the supply of Recycled Water for operational reasons including but not limited to:
  - 3.8.1.2.1. the level of available Recycled Water being insufficient to supply the Landowner or other Landowner's within the Scheme;
  - 3.8.1.2.2. the quality of Recycled Water, or the quantity of Recycled Water that is available for distribution to Landowners within the Scheme;
  - 3.8.1.2.3. technical reasons affecting the supply of Recycled Water to the Landowner or to other Landowners within the Scheme;
  - 3.8.1.2.4. any other reason requiring the Authority or Council to suspend, restrict, reduce or discontinue the supply for operational reasons.
- 3.8.1.3. a Government Body issues a notice, order or other formal requirement amending, modifying or cancelling the Environmental Protection Notice such that this results in the Authority or Council being unable, in the reasonable opinion of the Authority, to supply Recycled Water to the Landowner, or the Landowner's Agent in accordance with this Agreement; or
- 3.8.1.4. a Government Body issues a notice, order or other formal requirement requiring the Authority or Council to suspend, restrict, reduce, discontinue or cease the supply of Recycled Water to the Landowner, or the Landowner's Agent; or
- 3.8.1.5. a Government Body issues a notice, order or other formal requirement requiring the Landowner, Landowner's Agent or other Landowners within the Scheme to suspend or cease (partly or fully) purchasing a supply of Recycled Water from the Authority; or
- 3.8.1.6. the Landowner requests the Authority to not supply the Landowner or the Landowner's Agent with Recycled Water from a nominated date.

3.8.2. If in the reasonable opinion of the Authority the Landowner or the Landowner's Agent has not utilised the Allocation of Recycled Water in accordance with the IEMP, and this has resulted in an under-utilisation of the Allocation of Recycled Water to the Site, the Authority may request an explanation, in writing, from the Landowner or the

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*James Property Office*  
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Landowner's Agent within 14 days on why the Allocation of Recycled Water has not been used.

- 3.8.3. If no reply is received within another 14 days from the Landowner or the Landowner's Agent, or in the opinion of the Authority the reply is not satisfactory then the Authority may, 14 days after providing written notice to the Landowner in accordance with clause 3.8.2, reallocate part or all of the Allocation of Recycled Water that was to be supplied to the Landowner by the Authority for the remainder of the Term in accordance with this Agreement and the IEMP to any other Landowner's within the Scheme, at its discretion.

### 3.9. Storage facilities, infrastructure and Works

- 3.9.1. All storage facilities such as dams, and all infrastructure that is required to be installed and maintained on the IEMP Property for the purposes of managing the supply and storage of Recycled Water and managing any Works are the responsibility of the Landowner.
- 3.9.2. Unless otherwise agreed by the parties, all plant, equipment and infrastructure at the Property Connection Point are the responsibility of the Landowner, and the Landowner is responsible for the security of that plant, equipment and infrastructure.

## 4. IRRIGATION AND ENVIRONMENTAL MANAGEMENT PLAN

### 4.1.1. Irrigation and Environmental Management Plan requirements

- 4.1.1.1. An IEMP must be completed to the satisfaction of the Authority before an Allocation of Recycled Water can be made to the Site.
- 4.1.1.2. The IEMP forms part of this Agreement.
- 4.1.1.3. If required by the Authority, the Landowner must provide the Contract Administrator with an updated or amended IEMP for the management of the Site.
- 4.1.1.4. The IEMP may only be varied or modified following consideration of any proposed variation or modification by the Authority. All variations or modifications to the IEMP are to be at the Landowner's expense, unless otherwise agreed by the Contract Administrator.
- 4.1.1.5. The Authority may refuse a proposed variation or modification to the IEMP.
- 4.1.1.6. The Landowner must manage the IEMP Property in accordance with the IEMP to the satisfaction of the Authority.

### 4.1.2. Process for completion of the initial IEMP

- 4.1.2.1. The initial IEMP will be prepared at the Authority's expense by a suitably qualified person or persons appointed by the Authority and will address the requirements of best industry management, the DP&EMP, relevant Schedules, the requirements of any Works, and any other requirements of the Authority.
- 4.1.2.2. The Landowner must arrange for any subsequent IEMP to be prepared at the Landowner's own cost.
- 4.1.2.3. The IEMP is to set out, to the extent possible, the management of any deleterious microbial, chemical, physical or other elements present in the Recycled Water supplied to the IEMP Property by the Authority.
- 4.1.2.4. When the IEMP has been completed it is to be forwarded to the Authority for consideration by the Authority and other stakeholders.
- 4.1.2.5. The Authority may require alterations, modifications or redrafting of the IEMP to meet the requirements of this Agreement.
- 4.1.2.6. The Authority may at its discretion decide that the Site is not suitable for an Allocation of Recycled Water to be provided because of the nature of the IEMP.

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or the Site, or for other reasons considered appropriate by the Authority, and therefore may decide not to make an Allocation of Recycled Water.

4.1.2.7. The Landowner is to include in the IEMP any further matters which in the reasonable opinion of the Authority are to be included in the IEMP and which are consistent with the Landowner's obligations under the Agreement.

## 5. SITE MONITORING REQUIREMENTS AND REPORTS

### 5.1. Monitoring requirements

5.1.1. Site monitoring and reporting requirements which are identified below are the responsibility of the Authority and are to be carried out at the expense of the Authority unless otherwise agreed by the parties.

- Soil analysis (detail described in Schedule 3.).
- Groundwater monitoring (detail described in Schedule 3.).

5.1.2. The Landowner must ensure that the monitoring requirements of the IEMP, and the monitoring requirements set out in Schedule 1 which are the responsibility of the Landowner are met to the satisfaction of the Authority and Contract Administrator.

5.1.3. The Authority or Contract Administrator may require additional or changed monitoring of those matters set out in the IEMP or Schedule 1 in response to any further requirements from the Director of Environmental Management or a Government Body.

5.1.4. The Authority as part of the groundwater program required by the DP&EMP may, at the Authority's expense, establish groundwater bore(s) on the IEMP Property for the purposes of monitoring the use of the Recycled Water. Operational requirements for groundwater bores are to be set out in the IEMP if applicable.

### 5.2. Reports and audit

#### 5.2.1. Water Use and IEMP Reports

5.2.1.1. The Authority or the Contract Administrator will require the Landowner to provide a Water Use and Irrigation and Environmental Management Report, as set out in the approved IEMP ("the Report") to the Authority in accordance with Schedule 1. The Report is to cover the financial year to 30 June each year and is to be provided by the 31 July each year (or as otherwise requested by the Authority or Contract Administrator).

5.2.1.2. The Report must detail performance on those operational and compliance matters set out in the IEMP, and Schedule 1 and any other operational and compliance responsibilities of the Landowner under the Agreement or the IEMP the Contract Administrator requires a report for, at the Landowner's expense.

5.2.1.3. The Report is to confirm that the Landowner (or Landowner's Agent) has complied with the compliance requirements of the Landowner's IEMP and Schedule 1 to the satisfaction of the Authority.

5.2.1.4. The Authority or the Contract Administrator may at their discretion make arrangements for the Authority or its agents to undertake an audit of the Site, to verify whether the Site:

5.2.1.4.1. is being managed in accordance with the IEMP and Schedule 1 as reported in a Report; or

5.2.1.4.2. meets the requirements of this Agreement.

5.2.1.5. The Landowner must assist and co-operate with the Authority and the Contract Administrator if the Authority or the Contract Administrator undertakes an audit of the Site.

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### 5.3. Alternative arrangements for monitoring or reporting

If the Landowner does not provide a Report or provide adequate monitoring and reporting information to the Authority as required by the Agreement to the satisfaction of the Contract Administrator, then the Landowner agrees that the Authority may arrange by itself or by its agents for a Report to be completed, or for monitoring or reporting requirements to be completed or carried at the Landowner's expense.

## 6. ACCESS TO THE PROPERTY, SITE AND INFRASTRUCTURE

### 6.1.1. Requirement to access the Property

6.1.1.1. The Landowner acknowledges and agrees that in order for the Authority, and Council or their agents to carry out its obligations or responsibilities under the DP&EMP and this Agreement, that the Authority and Contract Administrator require reasonable access to the IEMP Property at times required by the Authority.

6.1.1.2. The Landowner grants to the Authority, the Council or the Contract Administrator or their agents permission to access the IEMP Property or Site (and any necessary infrastructure including any groundwater bores) at any reasonable time during, or after the Agreement expires or is terminated, for the purposes of them:

6.1.1.2.1. carrying out analysis, sampling, monitoring or testing in accordance with the requirements of the DP&EMP, and the IEMP or the relevant Schedule;

6.1.1.2.2. compiling reports or collecting other data or information relevant to the IEMP;

6.1.1.2.3. conducting an audit; or

6.1.1.2.4. carrying out any other obligations and responsibilities they have under the DP&EMP or Legislation for the period of time the Authority or Council has the relevant obligation or responsibility.

6.1.1.3. The Landowner must permit the Authority or Council or their agents to have reasonable access to the IEMP Property and Site (and any necessary infrastructure including any groundwater bores) at any reasonable time during the term of the Agreement, or after the Agreement expires or is terminated (if necessary) in accordance with the Licence set out in clause 2.3:

6.1.1.3.1. to conduct its own monitoring of the storage, use and application of the Recycled Water;

6.1.1.3.2. for the purposes of obtaining information and data for the preparation of any reports the Authority or Council is required to complete under the Agreement, or the DP&EMP;

6.1.1.3.3. for the installation, operation, maintenance, and monitoring of any equipment or groundwater bores on the IEMP Property;

6.1.1.3.4. for the preparation and completion of an audit in accordance with this Agreement; and

6.1.1.3.5. for any other matter incidental or related to the obligations of the Authority under the Agreement, DP&EMP, or the Council under the Environmental Protection Notice.

## 7. AUTHORISATIONS

The Landowner must obtain and maintain at the Landowner's own expense all Authorisations that the Landowner is required to have for any activities conducted by the Landowner or the Landowner's Agent on the IEMP Property or the Site.

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## 8. ASSIGNMENT

The Landowner must not assign or grant any right or interest to any person arising out of or in relation to this Agreement, or assign or novate this Agreement, without the Contract Administrator's approval in writing.

## 9. DISPUTE RESOLUTION

### 9.1. Settlement of Disputes

9.1.1. Any matter specified in the Agreement may be the subject of dispute resolution in accordance with the provisions of this clause.

9.1.2. Prior to giving a Dispute Notice the parties are to where possible settle any differences or disputes by conciliation.

### 9.2. Conciliation Process

All parties must carry out all reasonable steps to attempt to resolve the difference or dispute within a reasonable time, and/ or attempt to agree upon a process for resolving the dispute or difference.

### 9.3. Dispute Notice

9.3.1. A Dispute Notice must set out:

9.3.1.1. the cause and nature of the dispute;

9.3.1.2. the clause of the Agreement that the dispute relates to (if applicable);

9.3.1.3. the manner proposed to settle the dispute; and,

9.3.1.4. any other information relevant to the dispute.

9.3.2. As soon as practicable following the giving of a Dispute Notice, the Contract Administrator and the Landowner must meet and undertake genuine negotiations to resolve the dispute or difference, or if the dispute or difference cannot be resolved, attempt to agree upon a process for resolving the dispute or difference.

### 9.4. Resolution of Disputes

Unless otherwise agreed in writing by the parties, if there is any dispute or difference at any time in connection with any matter arising out of, or in relation to, any matter referred to in this Agreement between the Authority, or Council or Contract Administrator, and the Landowner that is not resolved to the satisfaction of both the Contract Administrator and Landowner within 21 Business Days of the service of the Dispute Notice (or such other time that is agreed by the parties), it must be determined by a person appointed by written agreement between the parties, and if the parties cannot agree, appointed by the General Manager.

### 9.5. Obligations following service of Dispute Notice

9.5.1. Despite the service of a Dispute Notice, each party must continue to perform its obligations under the Agreement to the fullest extent possible.

9.5.2. If a party is required to carry out any action as a result of a decision or determination in accordance with this clause, then that party must ensure that the requirements of the decision or determination are carried out.

## 10. TERMINATION ISSUES

### 10.1. Termination of Agreement by the Landowner

10.1.1. The Landowner may terminate this Agreement by providing the Authority and Council with at least three months prior notice in writing or such other period agreed in writing by the parties.

10.1.2. If the Agreement is terminated then, the obligation of the Authority to supply the Allocation of Recycled Water ceases at the date the Agreement is terminated.

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**10.2. Termination of the Agreement by the Authority for breach**

10.2.1. This Agreement is to terminate on a date nominated by the Authority if the Landowner does not provide an acceptable updated or amended IEMP for consideration by the Authority within the time required by the Authority.

10.2.2. If the Landowner:

10.2.2.1. fails or refuses to fulfil an obligation or responsibility that the Landowner has under this Agreement or an Authorisation to the satisfaction of the Authority, and the Council (or Contract Administrator) and which following written notice from the Contract Administrator or Authority remains outstanding or not completed within the time required, or is not addressed to the satisfaction of the Authority and the Council; or

10.2.2.2. by the use or application of the Allocation of Recycled Water creates or potentially creates any Environmental Harm;

then, the Contract Administrator or Authority may either:

- suspend the supply of the Allocation of Recycled Water for a period of time until the issue giving rise to the breach of the Agreement is addressed by the Landowner to the satisfaction of the Authority or Contract Administrator; or
- terminate the Agreement and if considered appropriate by the Authority make available the Allocation of Recycled Water to another Landowner within the Scheme.

**11. RISK ISSUES**

**11.1. Indemnity**

11.1.1. The Landowner agrees to indemnify, and keep indemnified, and to hold harmless the Authority and Council from and against all actions, costs, claims, charges, expenses and damages whatsoever (other than as a result of the wilful or negligent act or omission of the Authority or the Council ) which may be brought or made or claimed against them including but not limited to:

- any act or omission by the Landowner or the Landowner's Agent arising out of or in relation to the IEMP Property or the Site concerning any obligation or responsibility of the Landowner arising out of or in relation to this Agreement or the IEMP;
- any breach by the Landowner of any term of condition of the Agreement, Authorisation or Legislation;
- any Environmental Harm caused by the Landowner or Landowner's Agent arising out of the use or application of the Allocation of Recycled Water on the Site, or its affect on any other land, property, thing or other resources;
- the personal injury or death of any person arising out of or in relation to the use or application of the Allocation of Recycled Water on the Site;
- the nature, composition or characteristics of the Recycled Water used on the Site;
- the use and application of the Allocation of the Recycled Water on the Site;
- any fine, penalty or cost imposed on the Landowner or Landowner's Agent by a Government Body arising out of or in relation to their obligations or responsibilities relating to storage, use or application of Recycled Water on the IEMP Property or Site; and
- any damage to any property or any water, or loss of any property including consequential loss caused or contributed to by the Landowner or the Landowner's Agent as a result of any use or application of the Recycled Water on the Site.

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**11.2. Nature of indemnity**

Each of the indemnities in the Agreement of the Landowner are independent from any other obligations and survive the termination or expiration of this Agreement.

**11.3. Risk**

11.3.1. The Landowner acknowledges and agrees that as a result of the microbial, nutrient, chemical or other elements of the Recycled Water that there is a risk that the water may cause temporary or permanent damage, loss, harm, to the soils or soil structure at the IEMP Property or to surrounding properties, and may cause serious injury, sickness or death to humans.

11.3.2. The Landowner acknowledges and agrees that while the Authority is required to use its best endeavours to provide Recycled Water which has the microbial, nutrient, chemical or other elements within the parameters set out in the relevant Schedule, the Landowner acknowledges and agrees that the Authority and Council cannot guarantee that other deleterious microbial, chemical, physical or other elements will not be present in the Recycled Water, and the Landowner accepts that the Authority and Council cannot prevent such deleterious elements being present within the Recycled Water supplied to the IEMP Property.

11.3.3. The Landowner acknowledges that it has not relied on any representations, warranties or advice (if any) given by the Authority or Council or their agents in relation to any matter referred to in the Agreement.

11.3.4. The Landowner acknowledges that the Authority and the Council do not warrant the suitability of the Allocation of the Recycled Water for application on the Site.

**12. INFORMATION AND PROPRIETARY RIGHTS ISSUES**

**12.1. Provision of information**

The Landowner agrees that on or before the completion of the Agreement or any termination of the Agreement that it will ensure that the data, information and documentation that is required to be provided to the Authority as a requirement of this Agreement is provided in a form acceptable to the Authority.

**12.2. Disclosure of information**

12.2.1. The parties acknowledge that some information in the Agreement or Schedules may be required to be disclosed, copied or distributed to other stakeholders as part of the requirements of the DP&EMP, however, to the extent possible the information in those Schedules is not be disclosed to other persons by either party without the consent in writing of the other party, (such consent not to be unreasonably withheld), or except as required by law or the requirements of the DP&EMP

12.2.2. The Landowner acknowledges and agrees that the Authority, Council, Contract Administrator and their agents may use the information and documentation that the Landowner provides to the Authority or Council for purposes associated with the management of the Scheme including the copying, distributing and modifying that information or documentation for the purposes of the Council's or Authority's reporting responsibilities under the DP&EMP.

**12.3. Proprietary rights**

Unless otherwise agreed by the parties, the Landowner acknowledges and agrees that the Authority and Council and their agents have a permanent, irrevocable, royalty free, world wide, non exclusive licence to use, reproduce, adapt and exploit the data, information and documentation which has been created by the Landowner and is data, information or

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documentation provided to the Authority and Council or their agents as a requirement of this Agreement.

### 13. CONTRACT ADMINISTRATOR

The person nominated by the Authority or that person's nominee is the Contract Administrator and acts as the agent of the Authority and Council and may carry out any function, exercise any powers or make any decision under the Agreement which this Agreement provides may be exercised by the Contract Administrator, or which the Authority or Council authorises the Contract Administrator to carry out.

### 14. SCHEDULES

- 14.1.1. The parties are to include in the Schedules matters which are consistent with the parties' obligations under the Agreement.
- 14.1.2. All Schedules form part of the Agreement.
- 14.1.3. If the Agreement is registered by the Recorder of Titles in accordance with Part 5 of the *Land Use Planning and Approvals Act 1993* but the Schedules are not lodged for registration with that documentation the Schedules remain in full force and effect.
- 14.1.4. The Schedules are to be reviewed annually or at such other times agreed by the parties.
- 14.1.5. The Contract Administrator or Authority may in consultation with the Landowner include additional matters in Schedules.
- 14.1.6. If a Schedule is modified, altered or updated then that modified, altered or updated Schedule replaces the previous Schedule from the date the parties agreed or decided for it to be modified, altered or updated.
- 14.1.7. The Environmental Protection Notice 632/1 issued by the Director of Environmental Management dated the 20 November 2002 is a Schedule to the Agreement.
- 14.1.8. The Tasmanian Government publication: "*Environmental Guidelines for the Use of Recycled Water in Tasmania*" (DPIWE2002) is a Schedule to the Agreement.
- 14.1.9. The DP&EMP is a Schedule to the Agreement.
- 14.1.10. The IEMP is a Schedule to the Agreement.

### 15. MISCELLANEOUS

#### 15.1. Goods and Services Tax

- 15.1.1. If the GST has application to any supply of goods and services under this Agreement then the following GST provisions are to apply.
- 15.1.2. A tax invoice is to be provided.
- 15.1.3. GST means the tax payable on any taxable supply made by the Authority in connection with this Agreement (and any adjusted tax payable) as provided in the *A New Tax System (Goods and Services Tax) Act 1999*.

#### 15.2. Consumer Price Index

If any calculation is to be made in relation to this Agreement which requires an adjustment by the Consumer Price Index, then the following formula is to be used.

- (a) Consumer Price Index for Hobart (All Groups) means that published by the Australian Bureau of Statistics.
- (b) If the publication of the index referred to in clause (a) is discontinued or suspended, the published index which is officially substituted for that index and any index from time to time which replaces an officially substituted index.
- (c) If the publication of the index referred to in clause (a) is discontinued or suspended and there is no index for the purposes of paragraph (b) an index

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(which most accurately reflects changes in the cost of living in Hobart, Tasmania) selected by an independent person qualified in economics by the President of the Law Society of Tasmania at the request of the Authority.

**15.3. Governing law and jurisdiction**

This Agreement is governed by and is to be construed in accordance with the laws in force in Tasmania.

**15.4. Entire understanding**

It is agreed by the parties that this Agreement constitutes the entire agreement between the parties and supersedes any previous agreements or understandings that the parties may have had regarding the matters referred to in this Agreement.

**15.5. Variation**

Any variation to the Agreement must be made in writing and signed by the Authority and the Landowner.

**15.6. Counterparts**

This Agreement may be entered into in any number of counterparts, and by the parties to it on different counterparts, each of which when executed and delivered will be an original.

**15.7. Severance**

If any provision of this Agreement is or at any time becomes illegal, prohibited, void or unenforceable for any reason that provision is severed from this Agreement and the remaining provisions of the Agreement continue to be enforceable, and are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of the Agreement.

**15.8. No Partnership**

Nothing in this Agreement constitutes a party the agent, partner or joint venturer of any other party.

**15.9. Notices**

15.9.1. Any notice or other document required to be given or served under this Agreement must:

15.9.1.1. be in writing addressed to the address of the recipient shown in this Agreement or to such other address as it may have been notified to the sender;

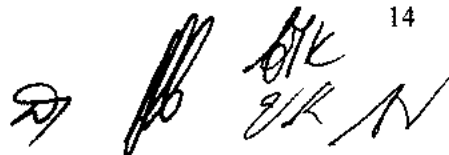
15.9.1.2. be deemed to be duly given or made:

- (in the case of personal delivery) where the Authority or Council is the recipient, when delivered to the Authority or Council, or to the Contract Administrator personally, and where the Landowner is the recipient, if handed to the Landowner personally or delivered to or left at the address of the Landowner at its usual place of business; or
- (in the case of a letter which is posted) 3 Business Days after posting to the last known place of business of the recipient or the recipient's registered office or business office if the recipient is a corporation; or
- (in the case of a facsimile) when dispatched, but if such delivery or receipt is later than 4p.m. (local time) on a Business Day, it will be deemed to have been duly given or made at the commencement of business on the next Business Day in that place.

15.9.1.3. Unless the parties otherwise agree in writing no service of documentation is to take place by electronic means.

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**15.10. Legislative changes**

If there is a change to existing legislation or if new legislation is enacted after the commencement date of the Agreement which substantially alters, modifies or increases the responsibilities of a party to this Agreement, then the parties must meet and attempt to implement an agreed response to the legislative change. If the parties are not able to agree on an agreed response, then the matter in dispute is to be referred to dispute resolution in accordance with the Agreement.

**16. CONSTRUCTION**

**16.1. Interpretation**

16.1.1. Unless expressed to the contrary

- (a) words importing:
  - (i) the singular include the plural and vice versa; and
  - (ii) any gender includes the other genders;
- (b) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (c) a reference to:
  - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes its legal personal representatives, successors and assigns, and a reference to any Government Body, statutory body, entity or person includes a reference to any successor to that that statutory body, entity or person;
  - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (iv) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
  - (v) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.
  - (vi) every authority or undertaking expressed or implied by which more than one person is bound shall bind those persons and any two or greater number of them jointly and each of them severally.
  - (vii) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmission.

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(viii) 'other Landowner's within the Scheme' mean those other owners of land in the area of the Scheme or any amended area of the Scheme which have entered into Agreements with the Authority for the supply of Recycled Water.

**16.2. Headings**

Unless expressed to the contrary, headings are inserted for convenience only and do not affect the interpretation of this Agreement.

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**EXECUTION**

**Authority**

The Seal of the **COAL RIVER WATER RECYCLING AUTHORITY** was affixed in the presence of:

Chairperson .....

Representative .....



**Council**

**SIGNATURE**

Dated 11<sup>th</sup> December 2006

The Common Seal of the Clarence City Council was affixed in the presence of,

  
Corporate Secretary

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*James, Deputy Chief*  
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**Landowner** (note: the full name(s) as appearing on the title to the IEMP Property is to be included below).

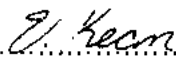
(1) (Individuals)

NAME: CHRISTOPHER GEOFFREY KEAN OF 1 KENNEDY DRIVE, CAMBRIDGE IN TASMANIA.

SIGNED: 

AND

NAME: VICKI ALISON KEAN OF 1 KENNEDY DRIVE, CAMBRIDGE IN TASMANIA.

SIGNED: 

in the presence of;

  
WITNESS SIGNATURE

Name Meghan Kean  
Address 37 Strahan St N Hobart  
Occupation Accountant

(2) (Mortgagee)

Westpac Bank by executing this deed acknowledges the covenant, terms and conditions of this deed. The common seal of the Westpac Bank was fixed in the presence of

**Mortgagee Signature**

I certify that the Attorney for mortgagee with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Title.....

Signature of Witness: 

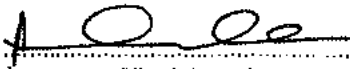
Name of Witness: Robyn Silver

Address of Witness: 360 Collins Street, Melbourne

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**Angel Aldana**

SIGNED by ..... as attorney for Westpac Banking Corporation under power of attorney registered No. 72/2006.

  
(Signature) The Power Attorney

By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.



  
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**SCHEDULE 1 LANDOWNER INFORMATION AND OBLIGATIONS**

**Landowner details**

- Name: C. and V Kean
- IEMP Property address: 1 Kennedy Drive, Cambridge in Tasmania
- Site description, details and location: As per IEMP
- Site Plan: As per IEMP
- Landowner's Agent details (if applicable): N/A

**Administration**

- The commencement date of Agreement is: 6<sup>th</sup> Day of December 2006

**Allocation of Recycled Water**

- Requested Supply Commencement Date\*: 1<sup>st</sup> of September 2006
- (\*Note: Earliest possible supply date given favourable and dry weather conditions).

**User Requested Quantities of Annual Allocation and Flow**

Description	2006/2007	2007/2008	2008/2009	2009/2010	2010/2011
(A) Annual	19	25	25	25	25
(B) Annual Minimum Allocation of Recycled Water	20 % of Annual Allocation	20 % of Annual Allocation	20 % of Annual Allocation	To be reviewed in 2009	To be reviewed in 2009
(C) Requested maximum supply flow rate (litres / sec).	25 LITRES / SEC <span style="float: right;">[Handwritten signatures]</span>				

Information in row A of above table to be inserted from the approved IEMP.

Minimum Allocation of Recycled Water for the periods ending 30 June 2006, 2007 and 2008 are set at 20% of the annual Allocation of Recycled Water for the years 2006/2007, 2007/2008 and 2008/2009.

**Costs of Allocation of Recycled Water and Classes of Water Users**  
(Strike out whichever are not applicable)

**Allocated Storage Users**

The Landowner must;

- Provide storage equivalent to 20% of their requested annual allocation.
- Pay an annual fee of \$250, plus \$50 for each additional connection per IEMP Property.

The Recycled Water price will be set for the Term ending 30 June 2011 at a nominal price of \$10/ML.

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*Property of user*  
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### Allocated Direct Users (direct take, no storage)

The Landowner must;

- Pay an annual fee of \$250, plus \$50 for each additional connection per IEMP Property.

The Recycled Water prices will be set for the Term ending 30 June 2011 as follows;

Price (\$/Ml)

2006/2007	2007/2008	2008/2009	2009/2010	2010/2011
27.00	38.00	49.00	49.00	49.00

### Casual Direct Take Users

The Landowner must;

- Pay an annual fee of \$250, plus \$50 for each additional connection per IEMP Property.
- Enter into a User Agreement for a 1-year term; this may be renewed depending on water availability.

The Recycled Water prices will be set for the Term ending 30 June 2011 as follows:

Price (\$/Ml)

2006/2007	2007/2008	2008/2009	2009/2010	2010/2011
27.00	38.00	49.00	49.00	49.00

### Review of Recycled Water Costs

If the Landowner has requested an extension of the Term, then on or before the expiration of the current Term, the Authority is to reassess the cost of the Recycled Water to be provided to the Landowner for the following five (5) year Term based on, but not limited to, the following factors:

- performance of the Scheme;
- level of uptake of Recycled Water within the Scheme;
- development of relevant storage capacity for Recycled Water;
- relevant economics such as agricultural economics in the use of Recycled Water;
- Consumer Price Index adjustments required to be applied to the cost of Recycled Water;
- applicable Legislation; and
- any other matters considered relevant by the Authority.

### Reports from User

- Due date for Reports to the Authority is 31 July each year.
- **Water Use and Irrigation and Environmental Management Report**
  - . The report is to address the following matters:
    - Monthly Recycled Water use
    - Amounts of Recycled Water applied by crop or enterprise
    - Fertiliser application timing, type and quantities
    - Crop production or yields (not required for fodder crops or pasture)
    - Any other matter specified in writing by the Contract Administrator.

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**SCHEDULE 2 AUTHORITY INFORMATION AND OBLIGATIONS**

**Properties of Recycled Water**

Subject to the provisions of the Agreement, the Authority will use its best endeavours to supply Recycled Water within the parameters set out in the following Schedule.

Parameter	Unit			Limit
pH				In the range 6.5 – 8.5
		<b>Median</b>	<b>90% Limit</b>	<b>Maximum</b>
Biochemical Oxygen Demand	mg/l	17	27	40
Suspended Solids	mg/l	25	40	60
Ammonia - Nitrogen	mg/l			40
Free Chlorine	mg/l			1
Oil & Grease	mg/l			10
Thermotolerant Coliforms	Organisms/100 ml	10	100	200
Electrical conductivity	µs/cm			1000

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**Recycled Water Monitoring Parameters**

Parameters	Unit	Sampling Frequency
pH		Weekly or on line
Electrical conductivity One dS/m is equivalent to one thousand EC units / 640 ppm (salinity)	µs/cm	Weekly or on line
Total dissolved solids	ppm (mg/l)	Monthly
Carbonate CO <sub>3</sub> <sup>2-</sup>	ppm	Quarterly
Bicarbonate HCO <sub>3</sub> <sup>-</sup> <i>Alkalinity in excess of alkaline earth metal concentrates is significant in determining suitability of water for irrigation</i>	ppm	Quarterly
Chloride	ppm	Quarterly
Iron	ppm	Quarterly
Sulphate	ppm	Quarterly
Fluoride	ppm	Quarterly
Aluminium	ppm	Quarterly
Sodium	ppm	Monthly
Calcium	ppm	Monthly
Magnesium	ppm	Monthly
Potassium	ppm	Quarterly
Total Phosphorus and Phosphate	ppm	Monthly
Total Nitrogen, NH <sub>4</sub> <sup>+</sup> Nitrogen and NO <sub>2</sub> /NO <sub>3</sub> <sup>-</sup> Nitrogen	ppm	Monthly
Sodium Adsorption Ratio (Calculation using Sodium, Calcium and Magnesium values)		Monthly

Results of monthly tests will be forwarded to users as they become available.

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### SCHEDULE 3 MONITORING OBLIGATIONS

#### Soil analysis

Composite top-soil samples and sub-soil samples from the areas to be irrigated with Recycled Water are required for the establishment of the IEMP baseline data and top-soil samples are subject to on-going monitoring requirements as detailed below. The sampling depths should be between 100-150 mm for topsoil and from the lower soil profiles as deemed appropriate from soil pits excavated for the soil survey requirements of the IEMP.

#### Baseline monitoring

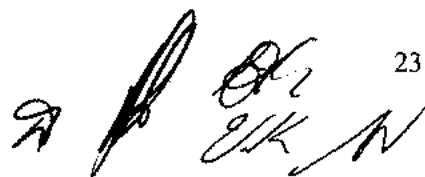
Each of the baseline and topsoil samples shall be analysed for the following parameters to provide chemical and physical soil characteristics prior to the commencement of irrigation:

Parameters	Units	Frequency
pH		Baseline IEMP and Annual
Electrical conductivity	dS/m or $\mu$ S/m	Baseline IEMP and Annual
Available Phosphorus (Colwell test)	mg/kg	Baseline IEMP and Annual
Available Potassium	mg/kg	Baseline IEMP and Annual
Total Nitrogen (or available nitrate)	mg/kg	Baseline IEMP and Annual
Total cations (inc. Na, Ca, Mg, K)	mg/l	Baseline IEMP and Annual
Cation Exchange Capacity	meq/100 g	Baseline IEMP and Annual
Phosphorus Adsorption Capacity	kg/m <sup>3</sup>	Baseline IEMP and Annual
Exchangeable Sodium Percentage	meq/100 g	Baseline IEMP and Annual (Indicator for soil structure decline, required for soils which are prone to sodicity)
Chloride	meq/l	Baseline IEMP and Annual (If chloride levels are high in the effluent)
Trace elements	ppm	Baseline IEMP and <ul style="list-style-type: none"> <li>• annual (where wastewater application &gt; 5ML per year or where high value crops)</li> <li>• 5-yearly (where wastewater application &lt; 5ML per year)</li> </ul>
Heavy metals	ppm	Baseline IEMP and Annual <ul style="list-style-type: none"> <li>• annual (where wastewater application &gt; 5ML per year) or</li> <li>• 5-yearly (where wastewater application &lt; 5ML per year)</li> </ul>
Organic carbon	%	Baseline IEMP and Annual

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### Monitoring Frequency

Frequency of ongoing soil monitoring for above parameters will depend upon irrigation volume:

- where greater than 5 ML of wastewater is irrigated per year, annual topsoil sampling is required for all of the above parameters.
- where less than 5 ML of wastewater is irrigated per year, monitoring frequency for trace elements and heavy metals is every five years. Other parameters still require annual monitoring.

Frequency of soil monitoring will also depend upon perceived level of risk. More frequent soil sampling may be required where the:

- concentrations of particular deleterious microbial, chemical, physical or other elements present in the Recycled Water supplied to the IEMP Property by the Authority may be at levels with the potential to cause environmental or public health impacts, or
- baseline soil monitoring has detected existing concentrations of deleterious microbial, chemical, physical or other elements present in the Recycled Water supplied to the IEMP Property by the Authority at high levels with the potential to cause environmental or public health impacts.

Frequency of soil monitoring will also be dependent upon the cropping regime. Intensive cropping will require annual information on key nutrient and trace element concentrations as a basis for determining fertiliser requirements.

### Groundwater Analysis

Parameters	Units	Frequency
pH		Baseline IEMP, 3 monthly for first 18 months then annually
Electrical conductivity	dS/m or $\mu$ S/m	Baseline IEMP, 3 monthly for first 18 months then annually
Total Nitrogen	mg/l	Baseline IEMP, 3 monthly for first 18 months then annually
Total cations (inc. Na, Ca, Mg, K, P)	mg/l	Baseline IEMP, 3 monthly for first 18 months then annually
Faecal coliforms	counts/100ml	Baseline IEMP, 3 monthly for first 18 months then annually
Groundwater levels	m	Baseline IEMP, 6 monthly

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