



Application for Planning Approval

Land Use Planning and Approvals Act 1993

APPLICATION NO.

DA2025/184

LOCATION OF AFFECTED AREA

115 COVE HILL ROAD, BRIDGEWATER

DESCRIPTION OF DEVELOPMENT PROPOSAL

PARTIAL CHANGE OF USE TO SPORT & RECREATION (GYM)

A COPY OF THE DEVELOPMENT APPLICATION MAY BE VIEWED AT www.brighton.tas.gov.au AND AT THE COUNCIL OFFICES, 1 TIVOLI ROAD, OLD BEACH, BETWEEN 8:15 A.M. AND 4:45 P.M, MONDAY TO FRIDAY OR VIA THE QR CODE BELOW. ANY PERSON MAY MAKE WRITTEN REPRESENTATIONS IN ACCORDANCE WITH S.57(5) OF THE LAND USE PLANNING AND APPROVALS ACT 1993 CONCERNING THIS APPLICATION UNTIL 4:45 P.M. ON **03/12/2025**. ADDRESSED TO THE CHIEF EXECUTIVE OFFICER AT 1 TIVOLI ROAD, OLD BEACH, 7017 OR BY EMAIL AT development@brighton.tas.gov.au. REPRESENTATIONS SHOULD INCLUDE A DAYTIME TELEPHONE NUMBER TO ALLOW COUNCIL OFFICERS TO DISCUSS, IF NECESSARY, ANY MATTERS RAISED.

JAMES DRYBURGH
Chief Executive Officer



Brighton
going places

PLANNING REPORT

PARTIAL CHANGE OF USE TO GYM

115 Cove Hill Road, Bridgewater



Author: Lisa Balding

Date: 20 October 2025

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- 1: Titles
- 2: Plans

1. Introduction

The proposal is for the partial change of use of the building approved as a Bulky Goods Sales building. The gym would occupy the ground floor of the with an area of 155m².

1.1 Site and surrounds

The site is located at 115 Cove Hill Road, Bridgewater and contains the partially constructed Bulky Goods building which is the subject of this application. The surrounding area consists generally of commercial/industrial properties to the west and north and the Brighton Council owned waste transfer station to the east. To the west is an industrial site containing a manufacturing facility, Polyfoam, and approximately 700m north of the site is located the Bridgewater Quarry.



Figure 1: Location plan (Source: LISTmap)

The gym is proposed to occupy 155m² of the ground floor building approved by DA2022/194-AM1.

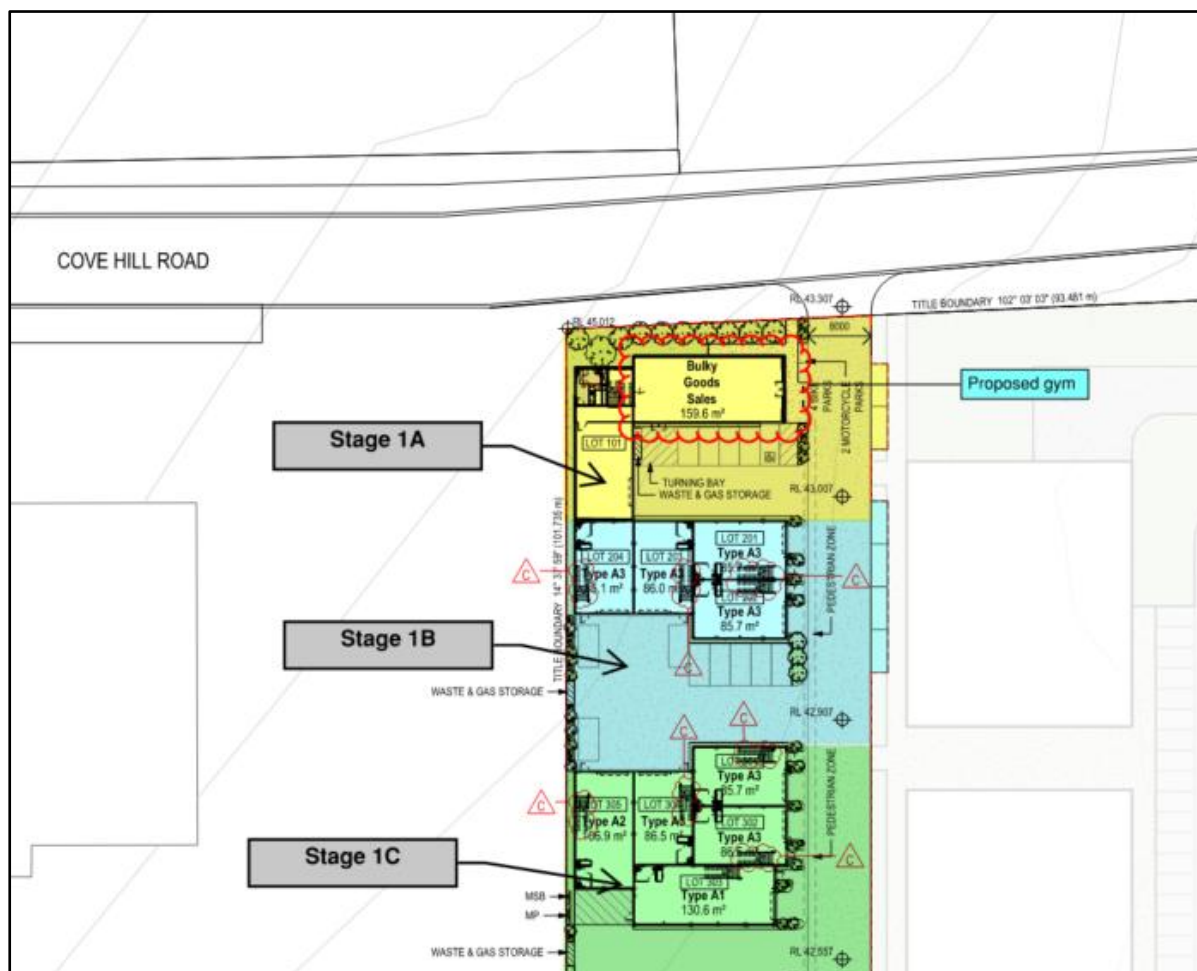


Figure 2: Site location in the context of the current planning permit.

1.2 Certificate of Title

Title reference	Address	Owner	Area
176216/103	115 Cove Hill Road, Bridgewater	Cove Hill Road Pty Ltd	5.683ha

2 Proposal

The proposal is for the partial change of use of the ground floor to a gym with the remainder being retained as Bulky Goods Sales use. The gym will occupy 155m² of the ground floor of the building.

The business will operate between the following hours:

Monday – Friday: 6am – 7pm

Saturday: 7am – 12pm

Sunday: Closed

Customers are required to book into classes. Only one class is run at any one time with 8 – 15 people. Up to 2 employees will be on site at any one time.

2 additional signs are proposed as follows:

- North elevation: 1 x 3m x 3m (9xm²) wall sign
- South elevation: 1 x 1.8m x 0.8m (1.44m²) wall sign

A total of 14 car parking spaces are provided for the building, 7 for the gym and 7 for the bulky goods building.

3 Planning Scheme

3.1 Summary

Zone	
Light Industrial	
Code	Applicable/Exempt/Not applicable
Signs Code	Applies
Parking and Sustainable Transport Code	Applies
Road and Railway Assets Code	Applies
Electricity Transmission Infrastructure Protection Code	N/A
Telecommunications Code	N/A
Local Historic Heritage Code	N/A
Natural Assets Code	N/A
Scenic Protection Code	N/A
Attenuation Code	N/A
Coastal Erosion Hazard Code	N/A
Coastal Inundation Hazard Code	N/A
Flood-Prone Areas Code	N/A
Bushfire-Prone Areas Code	Exempt
Potentially Contaminated Land Code	Applies
Landslip Hazard Code	N/A
Safeguarding of Airports Code	N/A

The site is also subject to the following Specific Area Plans in the Brighton Local Provision Schedule:

- Bridgewater Quarry Specific Area Plan; and
- Brighton Industrial Hub Specific Area Plan.

3.2 Zone

The site is zoned Light Industrial under the Tasmanian Planning Scheme – Brighton.



Figure 3: Zone (Source: LISTmap)

The purpose of the Light Industrial Zone is:

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 proposal is consistent with the objectives of the zone as it provides for a use that will support the surrounding industrial uses and will not have an unreasonable adverse impact on the surrounding area.

3.3 Use

The use is defined as Sports and Recreation which has a discretionary status within the Light Industrial zone.

3.4 Use Standards

18.3.1 All uses

Use standard	Assessment
<i>A1</i> <i>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:</i> <i>(a) 7.00am to 9.00pm Monday to Saturday; and</i> <i>(b) 8.00am to 9.00pm Sunday and public holidays</i>	Hours of operation are outside the acceptable solution and therefore must be assessed against P1.
<i>P1</i> <i>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 not cause an unreasonable loss of amenity to the residential zones, having regard to:</i> <i>(a) the timing, duration or extent of vehicle movements; and</i> <i>(b) noise, lighting or other emissions.</i>	The gym is proposed to be open 1 hour earlier than the acceptable solution. The gym is proposed to be located in a building fronting Cove Hill Road which is around 165m from the General Residential zoned land in Taylor Crescent. Given the significant separation between the gym and residential uses, the proposal is not considered to have a detrimental impact on the amenity of the nearby residential area through noise, lighting or vehicle emissions.
<i>A2</i>	

<i>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:</i> (a) <i>not operate within the hours of 11.00pm to 6.00am, excluding any security lighting; and</i> (b) <i>if for security lighting, be baffled so that direct light does not extend into the adjoining property in those zones.</i>	The gym will be open from 6am and external lighting will be operating, therefore the proposal must be assessed against P2.
P2 <i>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 not cause an unreasonable loss of amenity to the residential zones, having regard to:</i> (a) <i>the level of illumination and duration of lighting; and</i> (b) <i>the distance to habitable rooms of an adjacent dwelling.</i>	Given the significant separation between the gym and residential uses, the proposal is not considered to have a detrimental impact on the amenity of the nearby residential area from external lighting.

18.3.2 Discretionary uses

Use standard	Assessment
A1 <i>No Acceptable Solution</i>	Cannot be met and therefore must be assessed against P1.
P1 <i>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:</i> (a) <i>the characteristics of the site;</i>	<i>The gym is typically busiest early in the morning and evening, therefore will not have an unreasonable impact on the operation of the industrial uses.</i>

<i>(b) the size and scale of the proposed use; and</i>	
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3.5 Development standards

18.4.1 Building height

N/A

A3 <i>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.</i>	N/A
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18.4.3 Fencing

N/A

18.4.4 Outdoor storage areas

N/A

18.4.5 Landscaping

N/A

3.6 Signs Code

Cl.6.1 Design and siting of signs

Development standard	Assessment
A1 <i>A sign must:</i> <i>(a) be located within the applicable zone for the relevant sign type set out in Table Cl.6; and</i>	All proposed signs are classified as Wall sign which are all allowable wall type in the zone.

<i>(b) meet the sign standards for the relevant sign type set out in Table Cl.6, excluding for the following sign types, for which there is no Acceptable Solution:</i> <i>(i) roof sign;</i> <i>(ii) sky sign; and</i> <i>(iii) billboard.</i>	The wall sign on the northern elevation has an area of 9m² which exceeds the area allowed to meet A1 of 4.5m².
<i>Pl.1</i> <i>A sign must:</i> <i>(a) be located within an applicable zone for the relevant sign type as set out in Table Cl.6; and</i> <i>(b) be compatible with the streetscape or landscape, having regard to:</i> <i>(i) the size and dimensions of the sign;</i> <i>(ii) the size and scale of the building upon which the sign is proposed;</i> <i>(iii) the amenity of surrounding properties;</i> <i>(iv) the repetition of messages or information;</i> <i>(v) the number and density of signs on the site and on adjacent properties; and</i> <i>(vi) the impact on the safe and efficient movement of vehicles and pedestrians.</i>	Wall signs are an allowable sign type in the Light Industrial Zone. The approved plans for the building include a wall sign on the first floor. However, as the ground floor is to be separately tenanted, it is appropriate to provide for signage for the ground floor use. The proposed sign occupies less than 10% of the wall area on the ground floor. The size is considered appropriate to the scale of the building and is not considered to have an impact on vehicles and pedestrians given the building setback from the street.
<i>Pl.2</i> <i>If a roof sign, sky sign or billboard, the sign must...</i>	N/A
<i>A2</i> <i>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.</i>	Complies.

A3 <i>The number of signs for each business or tenancy on a road frontage of a building must be no more than:</i> <i>(a) 1 of each sign type, unless otherwise stated in Table Cl.6;</i> <i>(b) 1 window sign for each window;</i> <i>(c) 3 if the street frontage is less than 20m in length; and</i> <i>(d) 6 if the street frontage is 20m or more, excluding the following sign types, for which there is no limit:</i> <i>(i) name plate; and</i> <i>(ii) temporary sign.</i>	1 wall sign and 1 pylon sign is proposed on the Cove Hill Road frontage, therefore complies with A1. N/A N/A Complies.
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Cl.6.2 Illuminated signs

N/A as illuminated signs are not proposed.

Cl.6.3 Third party sign

N/A

Cl.6.4 Signs on local heritage places and in local heritage precincts and local historic landscape precincts

N/A

3.7 Parking and Sustainable Transport Code

C2.5.1 Car parking numbers

Development standard	Assessment
A1 <i>(d) it relates to an intensification of an existing use or development or a change of use where:</i>	

(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.	The Bulky Goods Sales building requires 10 car parking spaces as per permit DA 2022/194-AM1 at a rate of 1 space per 50m². The number of spaces required for the gym, based on a floor area of 155m² are calculated as follows: <table> <tr> <td>Gym: (4.5 spaces per 100m²)</td><td>6.9</td></tr> <tr> <td>Bulky Goods Sales: (1 space per 50m²)</td><td>3.1</td></tr> <tr> <td>Additional spaces required:</td><td>3.8</td></tr> </table> Therefore, 4 additional spaces are required for the gym use resulting in a total number required on site of 14. The proposal plan shows 14 spaces, therefore complies with A1.	Gym: (4.5 spaces per 100m ²)	6.9	Bulky Goods Sales: (1 space per 50m ²)	3.1	Additional spaces required:	3.8
Gym: (4.5 spaces per 100m ²)	6.9						
Bulky Goods Sales: (1 space per 50m ²)	3.1						
Additional spaces required:	3.8						

C2.5.2 Bicycle numbers

N/A

C2.5.3 Motorcycle parking numbers

Development standard	Assessment
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 (b) if an existing use or development is extended or intensified, the number of on-site motorcycle parking spaces must be based on	As the carparking required for the use is less than 20, motorcycle parking is not required. N/A

<i>the proposed extension or intensification, provided the existing number of motorcycle parking spaces is maintained.</i>	
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C2.5.4 Loading Bays

N/A

C2.5.5 Number of car parking spaces within the General Residential and Inner Residential Zone

N/A

C2.6.1 Construction of parking areas

N/A

C2.6.3 Number of accesses for vehicles

N/A

C2.6.4 Lighting of parking areas within the General Business Zone and Central Business Zone

N/A

C2.6.5 Pedestrian access

N/A

C2.6.6 Loading Bays

N/A

C2.6.7 Bicycle parking and storage facilities within the General Business Zone and Central Business Zone

N/A

C2.6.8 Siting and parking and turning areas

N/A

3.8 Potentially Contaminated Land Code

CI4.5.1 Suitability for the intended use

Development standard	Assessment
<i>A1</i> <i>The Director, or a person approved by the Director for the purpose of this code:</i> <i>(a) certifies that land is suitable for the intended use; or</i> <i>(b) certifies a plan to manage contamination and associated risk to human health or the environment, so that the land is suitable for the intended use, or</i> <i>if in relation to redevelopment on land subject to the Macquarie Point Development Corporation Act 2012, the intended use must be in accordance with a certificate that has been or will be granted by an accredited environmental auditor.</i>	The site is adjoining Council's waste transfer station which is a potentially contaminating activity. Preliminary investigations on the site did not identify contamination in the site proposed for this development.

3.9 Bridgewater Quarry Specific Area Plan

The requirements of the Bridgewater Quarry Specific Area Plan are in addition to Clause 9.0 of the Attenuation Code.

BRI-S4.6.1 Sensitive use

Development standard	Assessment
<i>A1</i> <i>Use or development is not for sensitive use.</i>	The proposal is not for a sensitive use, therefore, the proposal complies with A1.

BRI-S4.7.1 Buildings and works within Bridgewater Quarry Specific Area Plan

Development standard	Assessment
<i>A1</i> <i>No Acceptable Solution.</i>	Cannot comply, therefore the proposal must be assessed against P1.

<i>P1</i> Buildings and works must not result in potential to interfere or conflict with quarry operations having regard to: (a) the nature of the quarry; including: (i) operational characteristics; (ii) scale and intensity; (iii) degree of hazard or pollution that may be emitted from the activity; (b) the degree of encroachment of development or use into the Bridgewater Quarry Attenuation Area; and (c) measures in the design, layout and construction of the development to eliminated, mitigate or manage effects of the quarry; and (d) any advice from the Bridgewater Quarry operator.	The proposed development is located within an existing industrial area, and it is considered that the proposed gym use will not interfere or conflict with the quarry operations.

3.10 Brighton Industrial Hub Specific Area Plan

BRI-SIO.6.1 Sensitive Use

Development standard	Assessment
<i>A1</i> Use or development is not for sensitive use.	The proposal does not include any sensitive uses and therefore complies.

4 Conclusion

The proposal is considered to comply with all requirements of the planning scheme and a permit should be issued.

APPENDIX 1

TITLES

SEARCH OF TORRENS TITLE

VOLUME 176216	FOLIO 103
EDITION 5	DATE OF ISSUE 09-Jan-2023

SEARCH DATE : 20-Mar-2025

SEARCH TIME : 01.32 PM

DESCRIPTION OF LAND

Town of BRIDGEWATER

Lot 103 on Sealed Plan 176216

Derivation : Part of 413 Acres Gtd. to Hugh Murray & Thomas
Young

Prior CT 151345/2

SCHEDULE 1E194569 TRANSFER to COVE HILL ROAD PTY LTD Registered
31-May-2022 at noonSCHEDULE 2

Reservations and conditions in the Crown Grant if any

SP176216 EASEMENTS in Schedule of Easements

SP176216 FENCING PROVISION in Schedule of Easements

E161111 AGREEMENT pursuant to Section 71 of the Land Use
Planning and Approvals Act 1993 Registered
08-Apr-2019 at noonN107762 MORTGAGE to Murdoch Clarke Mortgage Management
Limited Registered 09-Jan-2023 at 12.01 PMUNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 176216

PAGE 1 OF 6 PAGE/S

EASEMENTS AND PROFITS

Each lot on the plan is together with:

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

Each lot on the plan is subject to:

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

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

EASEMENTS

Lot ~~101 and 103~~ ^{is} on the plan ~~are~~ ^{is} subject to a right of drainage over the land marked "DRAINAGE EASEMENT 3.00 WIDE (SP151345)" on the plan appurtenant to the land contained in Folio of the Register Volume 151345 Folio 1.

Lot 101 on the plan is subject to a Drainage Easement (as defined) in gross in favour of Brighton Council over the land marked "DRAINAGE EASEMENT 3.50 WIDE" on the plan.

Lot 101 on the plan ("the Lot") is subject to a Pipeline and Services Easement (as defined) in gross in favour of Tasmanian Water & Sewerage Corporation Pty Ltd, its successors and assigns ("TasWater") over the land marked "PIPELINE AND SERVICES EASEMENT 3.50 WIDE" on the plan ("the Easement Land").

Lot ~~101 and 102~~ ^{is} on the plan ("the Lot") ~~are~~ ^{is} subject to a Pipeline and Services Easement (as defined) in gross in favour of Tasmanian Water & Sewerage Corporation Pty Ltd, its successors and assigns

Authorised Person under Section 6AB of the *Homes Act 1935*

Council Delegate

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: THE DIRECTOR OF HOUSING & BRIGHTON COUNCIL FOLIO REF: 151345-2 & 31616-1674 SOLICITOR & REFERENCE: Page Seager (DEM 172264)	PLAN SEALED BY: Brighton Council DATE: <u>10/12/2018</u> <u>SA2017/24</u> REF NO. <u> </u> Council Delegate <u> </u>
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 6 PAGES	Registered Number SF 176216
SUBDIVIDER: THE DIRECTOR OF HOUSING & BRIGHTON COUNCIL FOLIO REFERENCE: 151345-2 & 31616-1674	

("TasWater") over the land marked "PIPELINE AND SERVICES EASEMENT 'A' 3.00 WIDE" on the plan ("the Easement Land").

Lots 101 ~~and 102~~ on the plan ~~are~~^{is} subject to a Drainage Easement (as defined) in gross in favour of Brighton Council over the land marked "DRAINAGE EASEMENT 3.00 WIDE" on the plan.

Lots 101 ~~and 102~~ on the plan ("the Lots") ~~are~~^{is} subject to a Pipeline and Services Easement (as defined) in gross in favour of Tasmanian Water & Sewerage Corporation Pty Ltd, its successors and assigns ("TasWater") over the land marked "PIPELINE AND SERVICES EASEMENT 'B' 3.00 WIDE" on the plan ("the Easement Land").

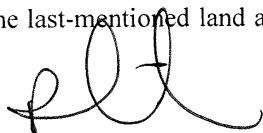
Lots 101 and 103 on the plan ("the Lots") are subject to a Pipeline and Services Easement (as defined) in gross in favour of Tasmanian Water & Sewerage Corporation Pty Ltd, its successors and assigns ("TasWater") over the land marked "PIPELINE AND SERVICES EASEMENT 3.00 WIDE" on the plan ("the Easement Land").

FENCING PROVISION

In respect of the Lots shown on the plan, the Vendors (The Director of Housing and Brighton Council) shall not be required to fence.

DEFINITIONS

"Drainage Easement" means a right of drainage (including the right of construction of drains) for Brighton Council with which the right shall be capable of enjoyment for the purpose of carrying away stormwater and other surplus water from any land over or under the land herein indicated as the land over which the right is to subsist, and through all sewers and drains which may hereafter be made or passing under, through, and along the last-mentioned land and the right for Brighton Council and its employees, agents and contractors



Authorised Person under Section 6AB of the *Homes Act 1935*



Council Delegate

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

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 6 PAGES	Registered Number SP 1762 16
SUBDIVIDER: THE DIRECTOR OF HOUSING & BRIGHTON COUNCIL FOLIO REFERENCE: 151345-2 & 31616-1674	

from time to time and at all times hereafter if it or they should think fit to enter into and upon the last-mentioned land and to inspect, repair, cleanse, and amend any such sewer or drain without doing unnecessary damage to the said land.

“Pipeline and Services Easement” is defined as follows: means:

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

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

PROVIDED ALWAYS THAT:



Authorised Person under Section 6AB of the *Homes Act 1935*



Council Delegate

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

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 6 PAGES	Registered Number SP 176216
SUBDIVIDER: THE DIRECTOR OF HOUSING & BRIGHTON COUNCIL FOLIO REFERENCE: 151345-2 & 31616-1674	

- (1) The registered proprietors of the Lot in the folio of the Register ("the Owner") must not without the written consent of TasWater first had and obtained (which cannot be unreasonably refused) and only in compliance with any conditions which form the consent:
 - (a) alter, excavate, plough, drill or otherwise penetrate the ground level of the Easement Land;
 - (b) install, erect or plant any building, structure, fence, pit, well, footing, pipeline, paving, tree, shrub or other object on or in the Easement Land;
 - (c) remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land;
 - (d) do anything which will or might damage or contribute to damage to any of the Infrastructure on or in the Easement Land;
 - (e) in any way prevent or interfere with the proper exercise and benefit of the Easement Land by TasWater or its employees, contractors, agents and all other persons duly authorised by it; or
 - (f) permit or allow any action which the Owner must not do or acquiesce in that action.
- (2) TasWater is not required to fence any part of the Easement Land.
- (3) The Owner may erect a fence across the Easement Land at the boundaries of the Lot.
- (4) The Owner may erect a gate across any part of the Easement Land subject to these conditions:
 - (a) the Owner must provide TasWater with a key to any lock which would prevent the opening of the gate; and
 - (b) if the Owner does not provide TasWater with that key or the key provided does not fit the lock, TasWater may cut the lock from the gate.
- (5) If the Owner causes damage to any of the Infrastructure, the Owner is liable for the actual cost to TasWater of the repair of the Infrastructure damaged.
- (6) If the Owner fails to comply with any of the preceding conditions, without forfeiting any right of action, damages or otherwise against the Owner, TasWater may:
 - (a) reinstate the ground level of the Easement Land; or

Authorised Person under Section 6AB of the *Homes Act 1935*

Council Delegate

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 5 OF 6 PAGES	Registered Number SP 176216
SUBDIVIDER: THE DIRECTOR OF HOUSING & BRIGHTON COUNCIL FOLIO REFERENCE: 151345-2 & 31616-1674	

- (b) remove from the Easement Land any building, structure, pit, well, footing, pipeline, paving, tree, shrub or other object; or
- (c) replace anything that supported, protected or covered the Infrastructure.

Interpretation:

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

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



Authorised Person under Section 6AB of the *Homes Act 1935*



Council Delegate

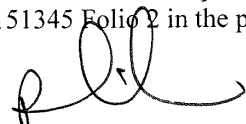
NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 6 OF 6 PAGES	Registered Number SP 176216
SUBDIVIDER: THE DIRECTOR OF HOUSING & BRIGHTON COUNCIL FOLIO REFERENCE: 151345-2 & 31616-1674	

THE COMMON SEAL of **BRIGHTON COUNCIL**)
(**ABN 12 505 460 421**) as registered proprietor of the land)
comprised in Folio of the Register Volume 31616 Folio)
1674 was hereunto affixed by
Council Delegate

Signature

SIGNED by Richard Robert Gilmour a person authorised)
under Section 6AB of the *Homes Act 1935* as registered)
proprietor of the land comprised in Folio of the Register
Volume 151345 Folio 2 in the presence of:


.....
Authorised Person's Signature

K. Warren
.....
Signature of Witness

Kristy Warren
.....
Full Name of Witness (print)

Public Servant
.....
Occupation

.....
Authorised Person under Section 6AB of the *Homes Act 1935*

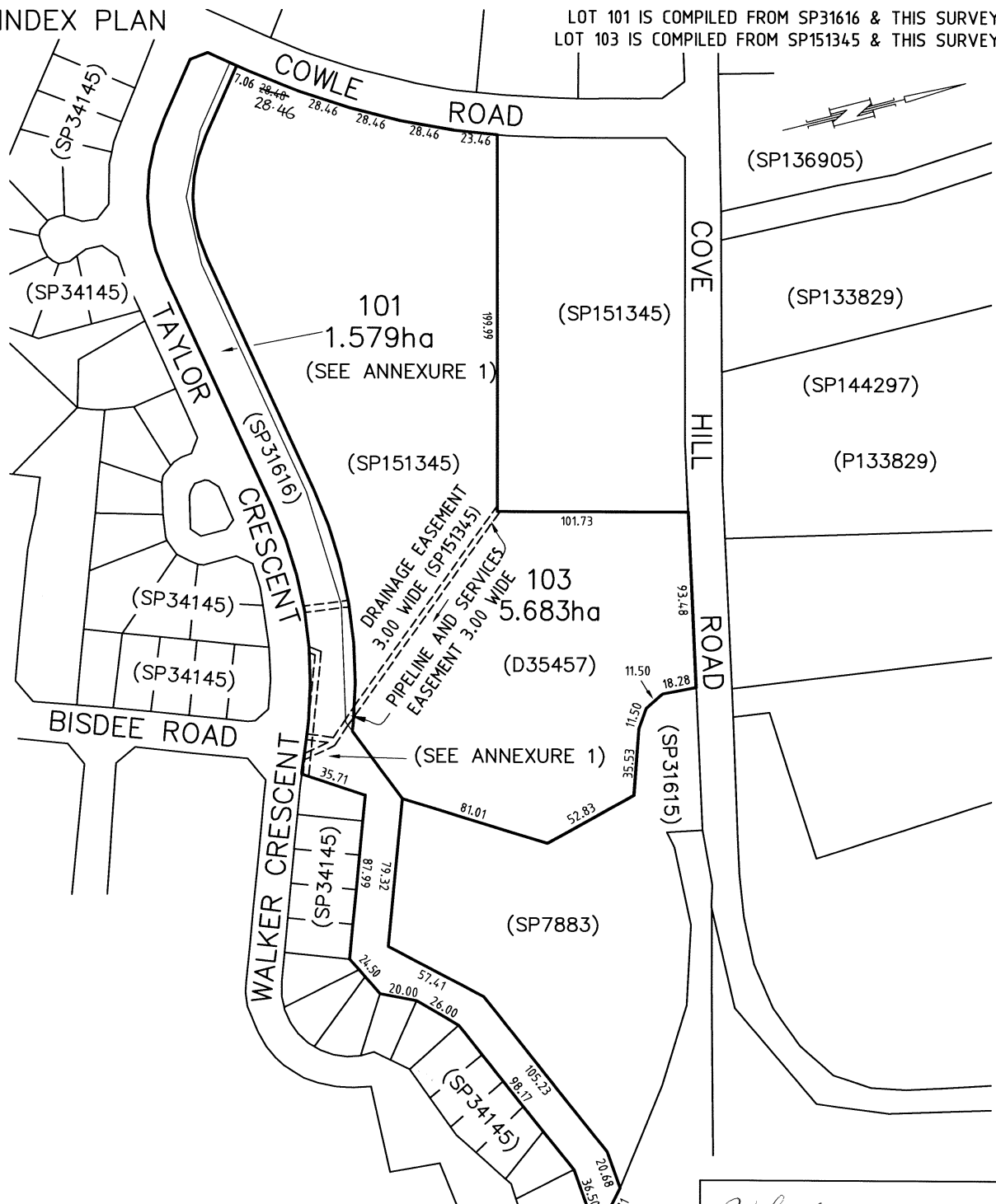
R. Anderson
.....
Council Delegate

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

OWNER The Director of Housing; Brighton Council		PLAN OF SURVEY		REGISTERED NUMBER SP176216
FOLIO REFERENCE FR 151345/2; FR 31616/1674		BY SURVEYOR A.P.McINDOE of PDA Surveyors Surveying, Engineering & Planning		APPROVED - 8 APR 2019 EFFECTIVE FROM  Deputy Recorder of Titles
GRANTEE Part of 413 Acres granted to Hugh Murray & Thomas Young.		LOCATION 6 FREEMAN STREET, KINGSTON TOWN OF BRIDGEWATER		
MAPSHEET MUNICIPAL CODE No. (5226) 102		SCALE: 1 : 2000	LENGTHS IN METRES	SURVEYORS REF: 41558LM-1B
LAST UPI No		LAST PLAN No. SP151345, SP31616		ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN

INDEX PLAN

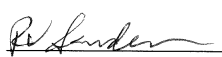
LOT 101 IS COMPILED FROM SP31616 & THIS SURVEY.
LOT 103 IS COMPILED FROM SP151345 & THIS SURVEY.



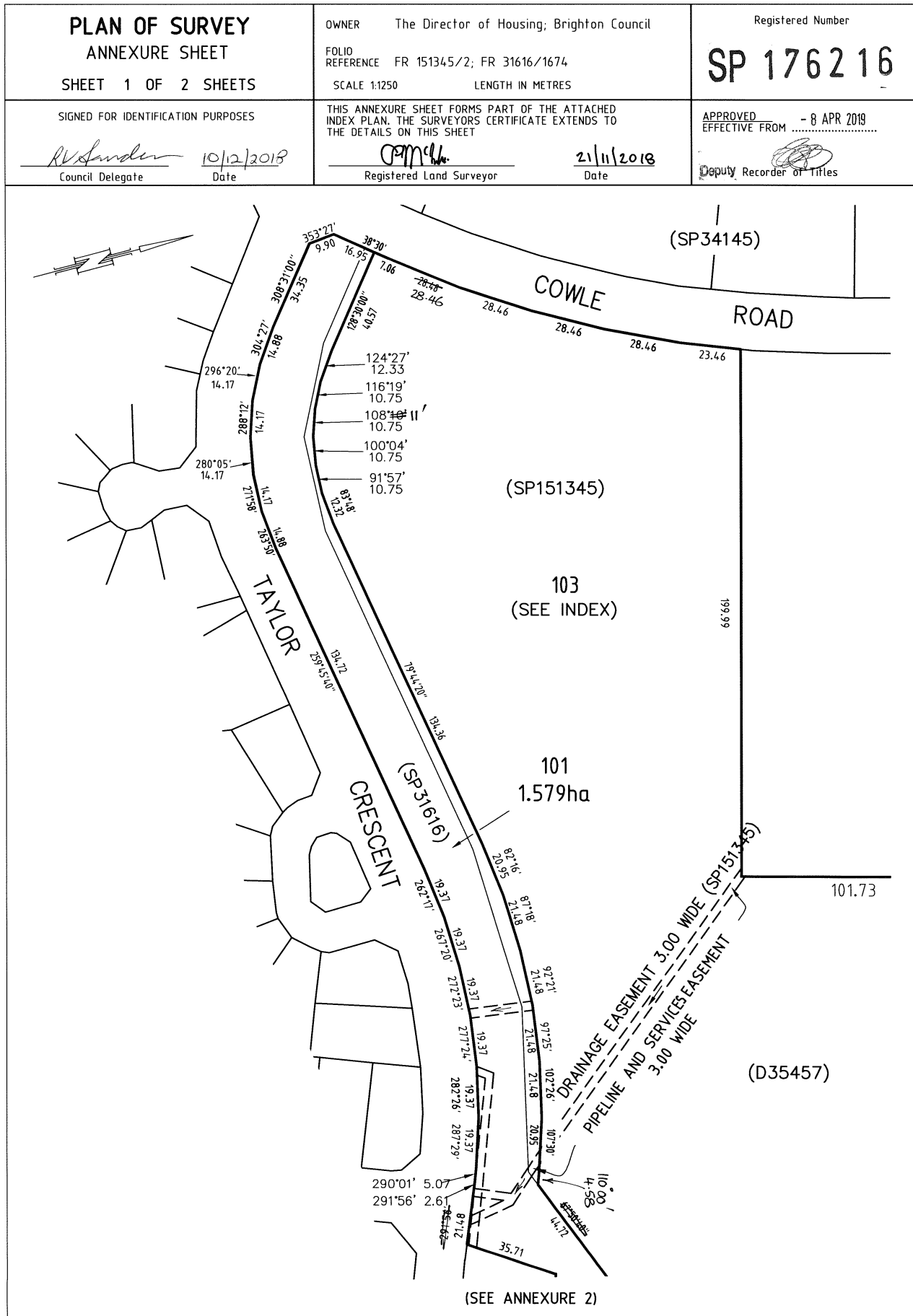
COWLE ROAD
 COVE HILL ROAD
 TAYLOR CRESCENT
 WALKER CRESCENT
 BISDEE ROAD

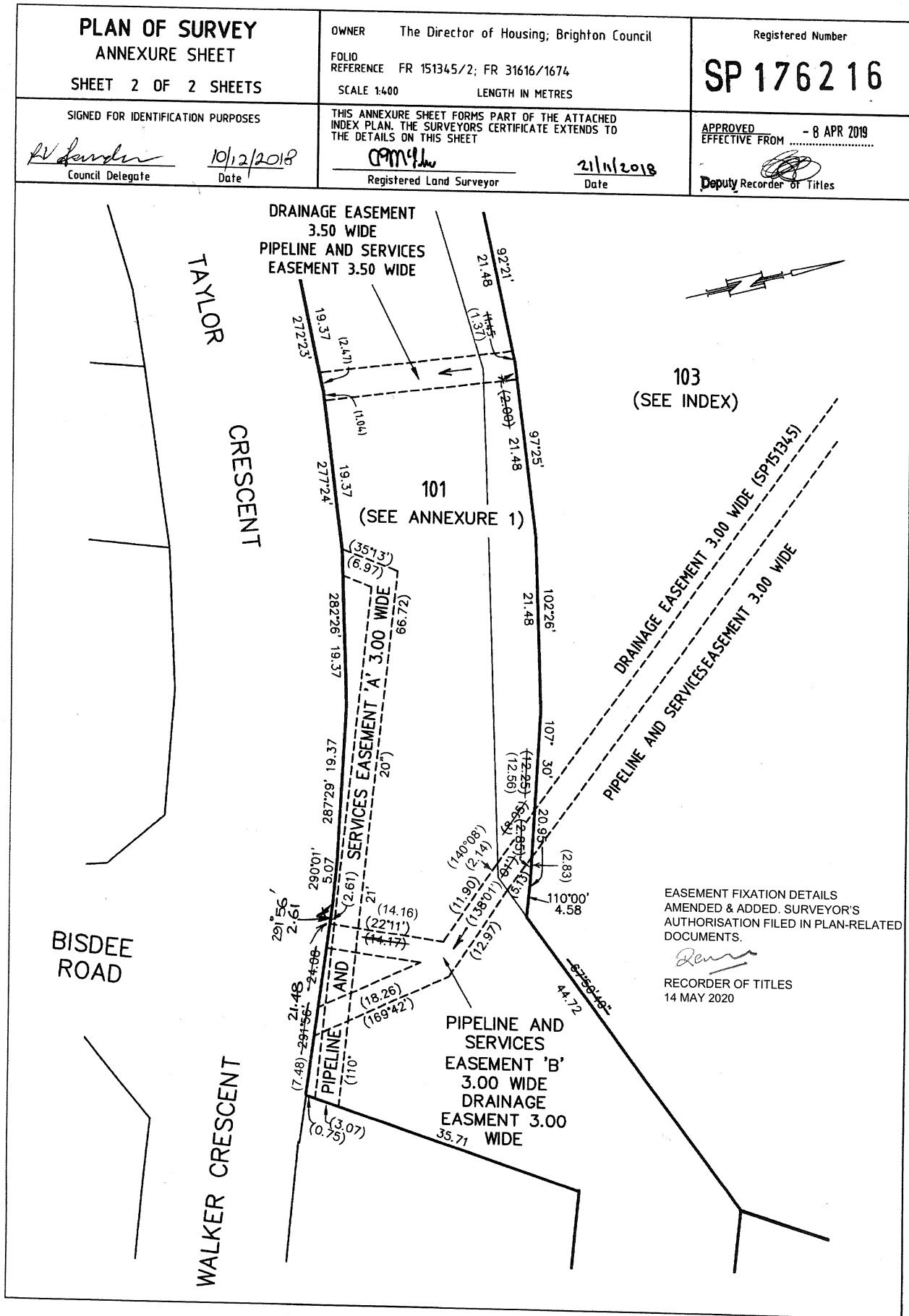
101 1.579ha (SEE ANNEXURE 1)
 103 5.683ha (D35457)
 (SEE ANNEXURE 1)
 DRAINAGE EASEMENT 3.00 WIDE (SP151345)
 PIPELINE AND SERVICES EASEMENT 3.00 WIDE

(SP34145)
 (SP151345)
 (SP136905)
 (SP133829)
 (SP144297)
 (P133829)
 (SP7883)
 (SP31615)
 (SP31616)


COUNCIL DELEGATE

10/12/2018
DATE





TASMANIAN LAND TITLES OFFICE

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

Section 71



E161111

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
151345	2	31616	1674

REGISTERED PROPRIETOR:

The Director of Housing of C/- Housing Tasmania, Level 5, 22 Elizabeth Street, Hobart TAS 7000 and
Brighton Council of 1 Tivoli Road, Old Beach TAS 7017

PLANNING AUTHORITY: BRIGHTON COUNCIL

I/we BRIGHTON COUNCIL

of 1 TIVOLI ROAD, OLD BEACH, TASMANIA 7017

the abovename 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.

Date: 10/12/2018

Signed: *R. V. Anderson*
(on behalf of the Planning Authority)

Land Titles Office Use Only

REGISTERED

- 8 APR 2019

DEPUTY

RECORDER OF TITLES

THE BACK OF THIS FORM MUST NOT BE USED

LUA
Version 1 (TOLD)

**BRIGHTON COUNCIL
(ABN 12 505 460 421)**

("the Council")

and

THE DIRECTOR OF HOUSING

(constituted as a corporation sole by 6A of the *Homes Act 1935* (Tas))
("the Director")

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

115 Cove Hill Road, Bridgewater

This is to certify that this *Agreement*
is a true copy of the original document

Spark (4620)
.....JP

10/12/18

PAGE SEAGER
LAWYERS

Level 2, 179 Murray Street
HOBART TAS 7000

Level 11, South Tower, 459 Collins Street
MELBOURNE VIC 3000

P: (03) 6235 5155
F: (03) 6231 0352

Ref: 172264

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This is to certify that this Agreement
is a true copy of the original document

Shankar (4620) JP

10/12/18

DETAILS

Date The 10th day of December 2018
Parties Council and Director

Council

Name BRIGHTON COUNCIL
ABN 12 505 460 421
Address 1 Tivoli Road, Old Beach, Tasmania 7017
Contact Manager Legal and Property

Director

Name DIRECTOR OF HOUSING
(constituted as a corporation sole by section 6A of the *Homes Act 1935 (Tas)*)
Address C/- Housing Tasmania, Level 5, 22 Elizabeth Street, Hobart, Tasmania 7000
Contact Chief Executive

BACKGROUND

- A The Council is the local government authority responsible for the municipal area of Glenorchy pursuant to the provisions of the *Local Government Act 1993* and is the registered proprietor of Walker Crescent.
- B The Director is the registered proprietor of Cove Hill Road.
- C Walker Crescent and Cove Hill Road are to be used or developed in accordance with the Permit.
- D Condition 2 of the Permit requires the parties to enter in to an agreement pursuant to Part 5 of the LUPPA.
- E The purpose of this Agreement is to give effect to the requirement of Condition 2 of the Permit.

This is to certify that this *Agreement*
is a true copy of the original document

.....*Shank* (4620) JP
10/12/18

AGREED TERMS

This is to certify that this... Agreement ...
is a true copy of the original document

Sparks (4620) JP
10/12/18

1 Definitions and Interpretation

1.1 Definitions

In this Agreement unless the contrary intention appears:

Agreement means this agreement and includes any schedules, appendices, and annexures to this Agreement, made in accordance with Part 5 of LUPAA.

Business Day means any week day on which banks are generally open for business in Hobart, Tasmania.

Commencement Date means the date of this Agreement.

Corporations Act means the Corporations Act 2001 (Cth).

Council means the party described as such in the Detail and includes:

- (a) its successors and assigns; and
- (b) where the context permits, a sub-tenant or any other person having a right to possess, use or occupy Walker Crescent.

Cove Hill Road means the land situated at 115 Cove Hill Road, Bridgewater in Tasmania and comprised in Folio of the Register Volume 151345 Folio 2.

Details mean the section of this Agreement headed 'Details'.

Director means the party described as such in the Details and includes:

- (a) its successors and assigns; and
- (b) where the context permits, a sub-tenant or any other person having a right to possess, use or occupy Cove Hill Road.

Landscaping Plan means the plan which has been endorsed by Council and prepared to the satisfaction of Council's Manager Development Services and is attached at Annexure C.

Legal Costs means any cost incurred by Council with respect to:

- (a) the negotiation, preparation, execution, registration and/or variation of this Agreement; and
- (b) any other cost incurred by Council which arises in connection with the provision of legal advice concerning this Agreement.

LUPAA means the *Land Use Planning and Approvals Act 1993* (Tas) as may be amended or replaced from time to time.

Miscellaneous Act means the *Local Government (Building and Miscellaneous Provisions) Act 1993* (Tas).

Permit means Planning Permit No. SA 2017-00024 granted by Council and dated 12 June 2018, a copy of which is attached at Annexure A.

Vegetation Buffer means an area of land with a minimum width of 10 metres to be located along the full length of the southern boundary of Cove Hill Road as illustrated on the plan attached at Annexure B.

Walker Crescent means the land situated at 1674 Walker Crescent, Bridgewater in Tasmania and comprised in Folio of the Register Volume 31616 Folio 1674.

1.2 Interpretation

- (a) A reference to:
 - (i) one gender includes every other gender;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes a body corporate or unincorporate;
 - (iv) a party means a party to this Agreement and includes the party's executors, administrators, successors and permitted assigns;

This is to certify that this ^(v)Agreement is a true copy of the original document and includes:

- 10/12/18
- (A) that Statutory Provision as amended or re-enacted from time to time;
 - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (C) another regulation or other statutory instrument made or issued under that Statutory Provision.

- (b) "Including" and similar expressions are not words of limitation.
- (c) A reference to a clause or schedule is a reference to a clause of or a schedule to this Agreement.
- (d) A reference to a document (including, without limitation, a reference to this Agreement) is to that document as amended, novated or replaced.
- (e) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (f) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- (g) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.
- (h) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.
- (i) All references to time are to Australian Eastern Standard time.

2 Term

In accordance with section 74 of LUPAA this Agreement commences on the Commencement Date and continues in effect until terminated in accordance with s.74(3) of LUPAA.

3 Objective

The parties acknowledge that:

- (a) without limiting any operation or effect which this Agreement otherwise has, this Agreement is made under Part 5 of LUPAA with the intent that the burden of the covenants run with Cove Hill Road and Walker Crescent as provided for by section 79 of LUPAA; and
- (b) they enter this Agreement:
 - (i) to provide for the matters set out in section 72(2) of LUPAA; and
 - (ii) to record terms of the Permit; and
- (c) this Agreement begins immediately upon execution by the parties.

4 The Permit Obligations

The parties must:

- (a) create and maintain a Vegetation Buffer; and
- (b) landscape the Vegetation Buffer in accordance with the Landscaping Plan within 6 months of registration of this Agreement by the Recorder of Titles.

5 Further Director Obligations:

- (a) do all things necessary to enable the Council to register this Agreement with the Recorder of Titles;
- (b) secure the consent of any mortgagee or encumbrance to the registration of this Agreement before its registration in the form specified in this Agreement;

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is a true copy of the original document

- (c) ensure that the Agreement is placed on the Certificate of Title for Cove Hill Road and Walker Crescent;
- (d) pay all stamp duty and registration costs, taxes (including any goods and services tax, duties, fees, penalties, stamp duties) and other charges of any nature payable in respect of this Agreement or any document required by it.

6 Termination

- (a) Council may terminate this Agreement by notice in writing to the Director if:
- (i) the Director breaches it and fails to remedy such breach within 30 days of being notified by Council; or
 - (ii) the Director fails to comply with any permit in respect of Cove Hill Road; or
 - (iii) the Director fails to comply with the Planning Scheme, LUPAA or the Miscellaneous Act in respect of the use or development of Cove Hill Road; or
 - (iv) the mortgagee (if any) fails to consent to this Agreement and the registration of it.
- (b) This Agreement also terminates as provided for in LUPAA.
- (c) If a party terminates this Agreement then that termination does not affect rights which have accrued prior to the date of termination.

7 General

- (a) Nothing in this Agreement creates the relationship of partnership or of principal and agent or of joint venture between the Council and the Director.
- (b) If the Director wishes to sell, assign or otherwise dispose of (its) interest in Cove Hill Road (it) shall procure the assignment of the liability hereunder to the new owner with the consent of Council, which shall not be unreasonably withheld, and Council shall release and discharge the Director from any further liability hereunder.

8 Proper Law

This Agreement is governed by the law 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.

9 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.

10 Council's costs

The Director must immediately on demand pay to Council, Council's costs and expenses (as between solicitor and client) incurred in relation to the negotiation, preparation, execution and registration of this Agreement.

11 Exercise of Powers

The parties 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 Cove Hill Road, Walker Crescent or otherwise, and the provisions of this Agreement must be read accordingly.

12 Further Documents

The Council and the Director 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.

13 Disclosure of this Agreement

The parties 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 Cove Hill Road and Walker Crescent without first disclosing the existence of and nature of this Agreement to the parties successors.

14 Alteration to this Agreement

- (a) This Agreement may be amended by agreement in writing between Council and all persons who are bound by any covenant in the Agreement.
- (b) 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.
- (c) Despite this clause, Council may determine that a new agreement is required subject to written consent of all persons who are bound by any covenant in the Agreement.

15 Notices

- (a) A notice pursuant to this Agreement must be in writing. Notices may be served:
 - (i) personally by leaving them with the party on whom they are to be served at that party's address stated in the Details; or
 - (ii) by pre-paid post sent to the address of the relevant party stated in the Details.
- (b) 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:
 - (i) if served personally when left at the address of the other party stated in the Details; and
 - (ii) when mailed, three business days after being put into the post addressed to such party at that address.
- (c) If the other party has notified a changed postal address, then the notice must be to that postal address. The other party will make best endeavours to notify a changed postal address but a failure to do so does not render this provision inoperative.

16 Waiver

The non-exercise of, or delay in exercising, any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other exercise of it or the exercise of any other power or right.

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is a true copy of the original document

.....
JP
10/12/18

SIGNING PAGE

EXECUTED as a Deed

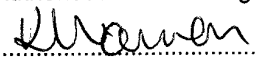


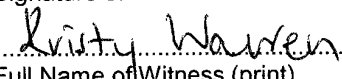
THE COMMON SEAL of BRIGHTON COUNCIL (ABN 12 505 460 421) was hereunto affixed by Council Delegate as the local government authority responsible for the municipal area of Glenorchy pursuant to the provisions of the *Local Government Act 1993* and the registered proprietor of Walker Crescent.

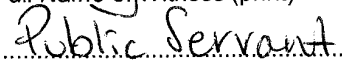

Signature

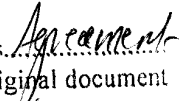
SIGNED by _____ a person authorised under)
Section 6AB of the *Homes Act 1935* as registered proprietor of)
Cove Hill Road in the presence of:

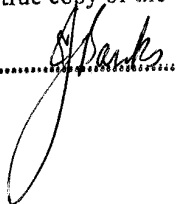

.....
Authorised Person's Signature


.....
Signature of Witness


.....
Full Name of Witness (print)


.....
Occupation

This is to certify that this  Agreement
is a true copy of the original document

 (4620) JP
10/12/18

Annexure A

Planning Permit

This is to certify that this Agreement
is a true copy of the original document

Shankar (4620) JP
10/12/18



PLANNING PERMIT SUB (SA 2017 / 00024)

In accordance with Division 2 of Part 4 of the *Land Use and Planning Approvals Act* 1993, the Brighton Council (Planning Authority) grants a permit –

To: Holmes Dyer
Of: Level 3, 15 Featherstone Place, ADELAIDE SA 5000

For land described as:

1674 Walker Crescent, Bridgewater
Certificate of Title Volume 31616 Folio 1674
115 Cove Hill Road, Bridgewater
Certificate of Title Volume 151345 Folio 2

This is to certify that this Agreement
is a true copy of the original document

J Banks (4620) JP
10/12/18

THIS PERMIT ALLOWS FOR:

The land to be developed by minor boundary adjustment and ancillary site works in accordance with the endorsed drawings.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT: -

General

1. The boundary adjustment layout or development must be carried out substantially in accordance with, the endorsed drawings and with the conditions of this permit and must not be altered or extended without the further written approval of Council.

Part 5 Agreement

2. An Agreement pursuant to Part 5 of the Land Use Planning and Approvals Act 1993 must be entered into prior to the sealing of the final plan of survey which requires the land owner to create, and maintain, a vegetation buffer with a minimum width of 10m to be located along the full length of the southern boundary of 115 Cove Hill Road, Bridgewater in perpetuity. The Part 5 Agreement must include a landscaping plan which shows the areas to be landscaped, the form of landscaping and plants species. The landscaping works must be completed in accordance with the endorsed landscape plan and to the satisfaction of Council's Manager Development Services within six (6) months.



3. Agreements made pursuant to Part 5 of the Land Use Planning and Approvals Act 1993 must be prepared by the applicant on a blank instrument form to the satisfaction of the Council and registered with the Recorder of Titles. The subdivider must meet all costs associated with the preparation and registration of the Part 5 Agreement.

Final plan

4. A final approved plan of survey and schedule of easements as necessary, together with two (2) copies, must be submitted to Council for sealing for each stage. The final approved plan of survey must be substantially the same as the endorsed plan of boundary adjustment and must be prepared in accordance with the requirements of the Recorder of Titles.
5. A fee of \$280.00, or as otherwise determined in accordance with Council's adopted fee schedule, must be paid to Council for the sealing of the final approved plan of survey.
6. The developer must pay any Titles Office lodgement fees direct to the Recorder of Titles.

Property Services

7. Property services must be contained wholly within each lot served or an easement to the satisfaction of the Council's Municipal Engineer or responsible authority.

Existing services

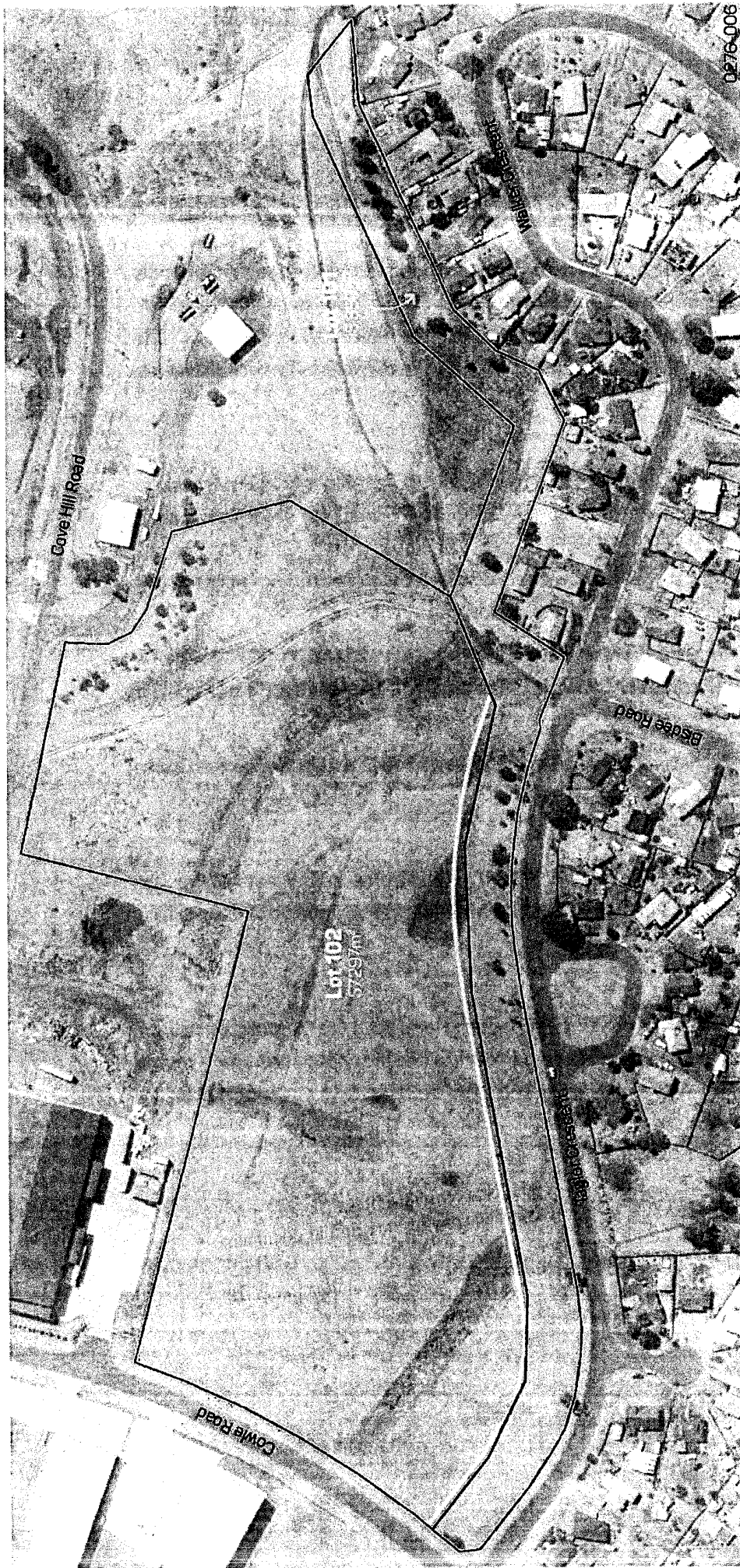
8. The developer must pay the cost of any alterations and/or reinstatement to existing services, Council infrastructure or private property incurred as a result of the proposed works. Any work required is to be specified or undertaken by the authority concerned.

Dated 12th June 2018

David Allingham
Senior Planner

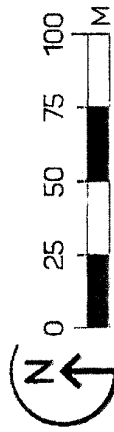
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J. Banks (4610)JP
10/12/18



EXISTING LOT BOUNDARIES

PROPOSED LOT BOUNDARIES



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Shanks (4620) JP
10/12/18

BRIGHTON COUNCIL
PLANNING PERMIT

This document is one of the documents relevant to the permit issued for planning approval as identified by Permit Number: SA2017/24
Date Permit issued: 12/6/2018
Authorized Officer

D. M. J.

Annexure B

Plan of Vegetation Buffer

This is to certify that this Agreement
is a true copy of the original document
Glanks (4620) JP
10/12/18

PIN OR STAPLE HERE
DO NOT GUM THIS
FORM TO THE INSTRUMENT
PDA Ref: 41559LM-2

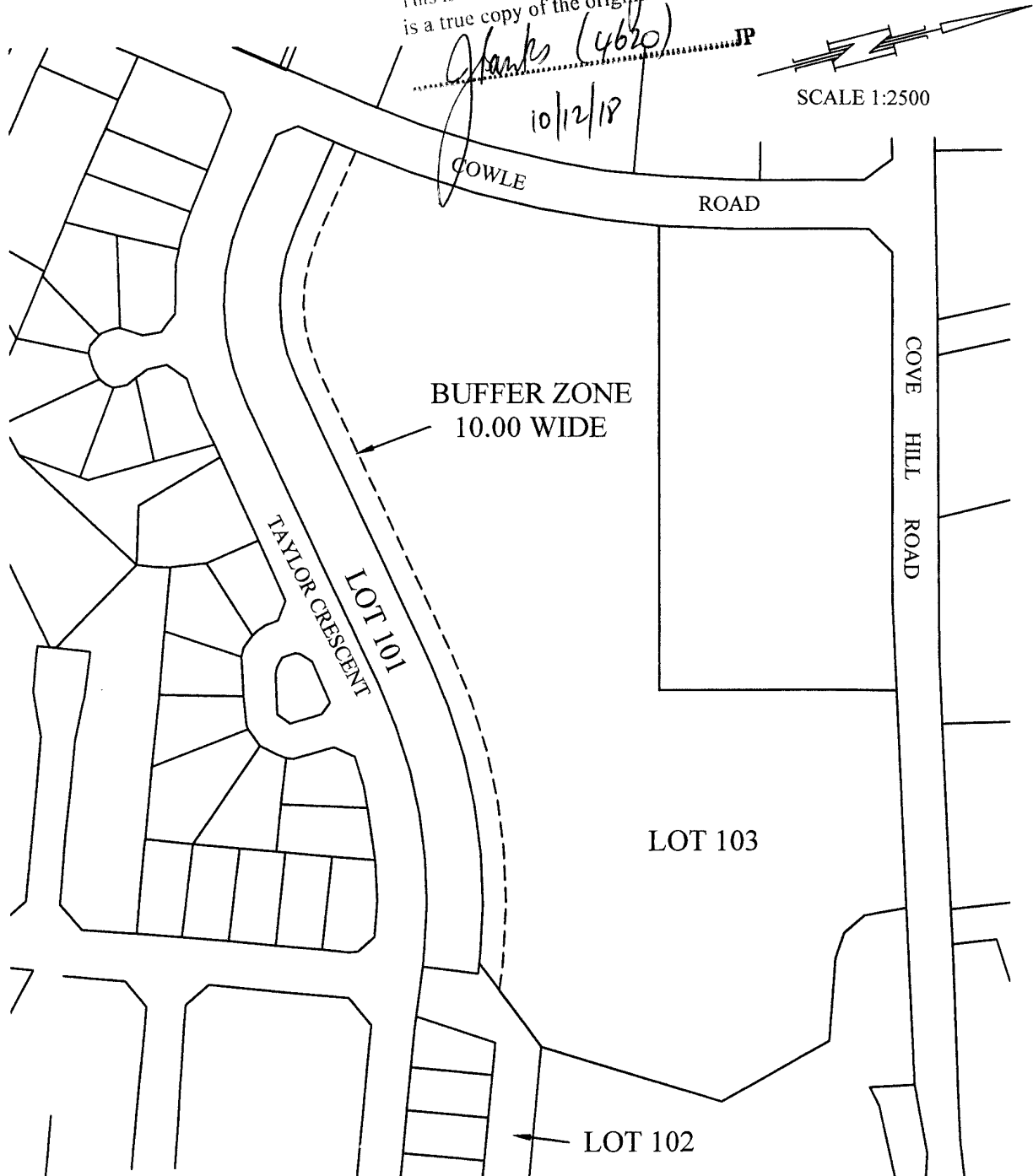
ANNEXURE PAGE

PAGE OF PAGES
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Shankar (4620)
10/12/18 JP

SCALE 1:2500



NOTE:- Every annexed page shall 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.

Version 1

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Annexure C

Landscaping Plan

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is a true copy of the original document

Shank (4620) JP

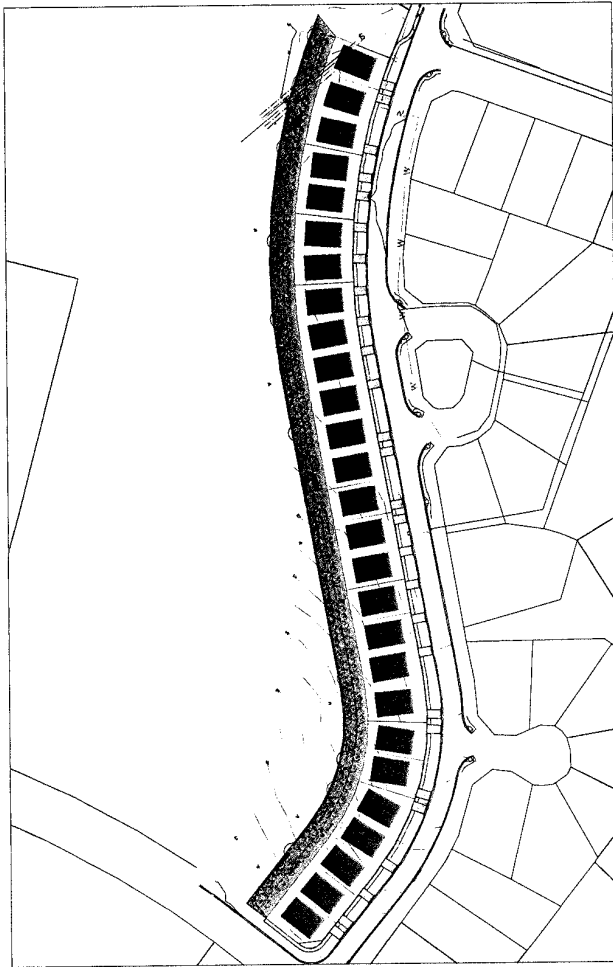
10/12/18

TAYLOR CRESCENT SUBDIVISION LANDSCAPE PLANS

Soft Landscape Documentation
IP PROJECT NO. 18-26

Drawing Register

L001	Cover Sheet
L100	Specification Notes
L101	Earthworks Plan
L102	Planting Plan
L103	Details



This is to certify that this Agreement
is a true copy of the original document
Granks (4620) JP
10/12/18



Environmental Planning
and Assessment
Department
100 Macquarie Street
Sydney NSW 2000
Phone: (02) 9514 8000
Fax: (02) 9514 8001
www.epa.nsw.gov.au



DATE	11/01/18
BY	JP
CHECKED BY	JP
DATE	11/01/18

The drawings and specifications are to be used for the purpose of the project and are not to be used for any other purpose without the written consent of the author. The drawings are the property of the author and are to be kept confidential.

DATE	11/01/18
BY	JP
CHECKED BY	JP
DATE	11/01/18

PROJECT NO. 18-26
L001 COVER SHEET

PROJECT:
TAYLOR CRESCENT SUBDIVISION
TAYLOR CRESCENT, BRIDGEWATER
PREPARED FOR WILSON HOMES

L100 - LANDSCAPE SPECIFICATION

SITE PREPARATION

SITE ESTABLISHMENT

Survey: The Superintendent will supply a plan of the known services on the site.
Excavation: Do not excavate by machine within 1 m of live underground services unless approved to do so by the Superintendent.
Marking
Services: Before commencing any earthworks, locate and mark existing underground services in the areas which will be affected by any earthworks operations including clearing, excavating and grubbing.
Trees and vegetation to be retained: Trees not marked for removal are to be retained unless otherwise directed.
Water is available on the site and is available for use by the Contractor for the duration of the contract.

PLANTING SPECIFICATION

NOTE: General specification notes below. For further specific direction per garden bed refer to L100/L103.

Planting preparation:

Rip surface to depth of 150mm in two directions. Grade materials evenly, making the necessary allowances to permit required finished levels and contours may be achieved after light compaction.

When diesel oil, cement or other phytotoxic material has been used on the subsoil or topsoil, excavate the contaminated soil, dispose of it off the site, and replace it with site soil or imported topsoil to restore design levels.

Avoid differential subsidence and excess compaction on topsoil surface to 600mm depth. Ensure soil is porous enough to encourage normal root penetration and produce a finished surface that has the following characteristics:

- Finished to design levels.
- Smooth and free from stones or lumps of soil.
- Graded to drain freely, without pooling, to catchment points.
- Graded evenly into adjoining ground surfaces.
- Ready for planting

Soil conditioning materials:

- Place 75mm black gum bark mulch (as directed in L103/01)
- Terracotta Arbor (as directed in L103/01)

Planting out:

As shown on the plans. If it appears necessary to vary plant locations and spacings to avoid tree roots or service lines, or to cover the area uniformly, or for other reasons, give notice. Do not plant in unsuitable weather conditions such as extreme heat, cold, wind or rain. Staked excavation when the soil is wet, or during frost periods.

Thoroughly water the plants before planting, immediately after planting, and as required to maintain growth rates free of stress.

Excavate hole 3 times the size of the pot size and add Terracotta Arbor @ manufacturers recommendation to top soil.

Remove the plant from the container with minimum disturbance to the root ball, ensure that the root ball is moist and place it in its final position. In the centre of the hole and plumb, and with the top soil level of the plant root ball level with the finished surface of the surrounding soil. Backfill with topsoil mixture. Lightly tamp and water to eliminate air pockets. Ensure that topsoil is not placed over the top of the root ball, so that the plant stem remains the same height above ground as it was in the container.

Place 1 fertiliser pellet each plant. 24 month table 20-10-5 NPK ratio.

COMPLETION

Practical Completion: Practical completion will be given once the substantive works are completed to the satisfaction of the Superintendent. Duration defects liability period: For the purposes of pricing assume a maintenance period of 26 weeks.

Site Inspections: Site inspections and reports are to occur on a bi-weekly basis for the first two months (or less if sufficient progress is being made, but never less than fortnightly) and then monthly until completion of the contract. Give 2 weeks notice prior to final maintenance round, so that the site can be inspected by the Superintendent.

Control: Remove or treat regrowth until such time as control of the site is transferred to the Principal or the Principal Contractor. (allow for 13 weeks) Regrowth includes sprouting of exotic grasses or perennial herbs, new shoots from cut stumps, suckering from remnant rootstock, seedling germination, re-sprouting of vegetative materials via stolons, roots or any other mechanism.

Notification: Should signs of significant weed re-infestation or new infestations be observed, notify the Superintendent so that a remedial course of works can be identified and undertaken. Log book: Keep a log book recording when and what maintenance work has been done and what materials, including toxic materials have been used. Make the log book available for inspection on request.

Final Completion: The contract is complete at the time that the Superintendent is satisfied that the site is free of substantive infestations of weeds and/or environmental weeds and takes possession of the site once plants are established, healthy and showing signs of vigorous growth.

This is to certify that this Agreement is a true copy of the original document
Shanks (4620) JP
10/12/18

PROJ-27

TAYLOR CRESCENT SUBDIVISION

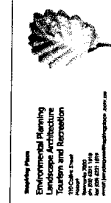
TAYLOR CRESCENT SUBDIVISION
PRESERVED OPEN SPACES

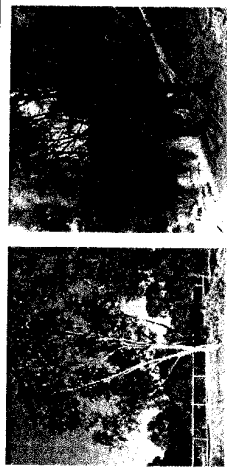
DATE: 10/12/18

L100 SPECIFICATION NOTES

DATE	10/12/18
BY	JP
FOR	SHANKS (4620)
PROJECT	TAYLOR CRESCENT SUBDIVISION PRESERVED OPEN SPACES
SCALE	1:100
DATE	10/12/18
BY	JP
FOR	SHANKS (4620)

DATE	10/12/18
BY	JP
FOR	SHANKS (4620)





Allocasuarina verticillata
Drooping Sheak

Eucalyptus pauciflora
Cabbage Tree Gum

LIGHT INDUSTRIAL ZONE

This is to certify that this... Agreement...
is a true copy of the original document
Granks (4620)
10/12/18 JP

LEGEND

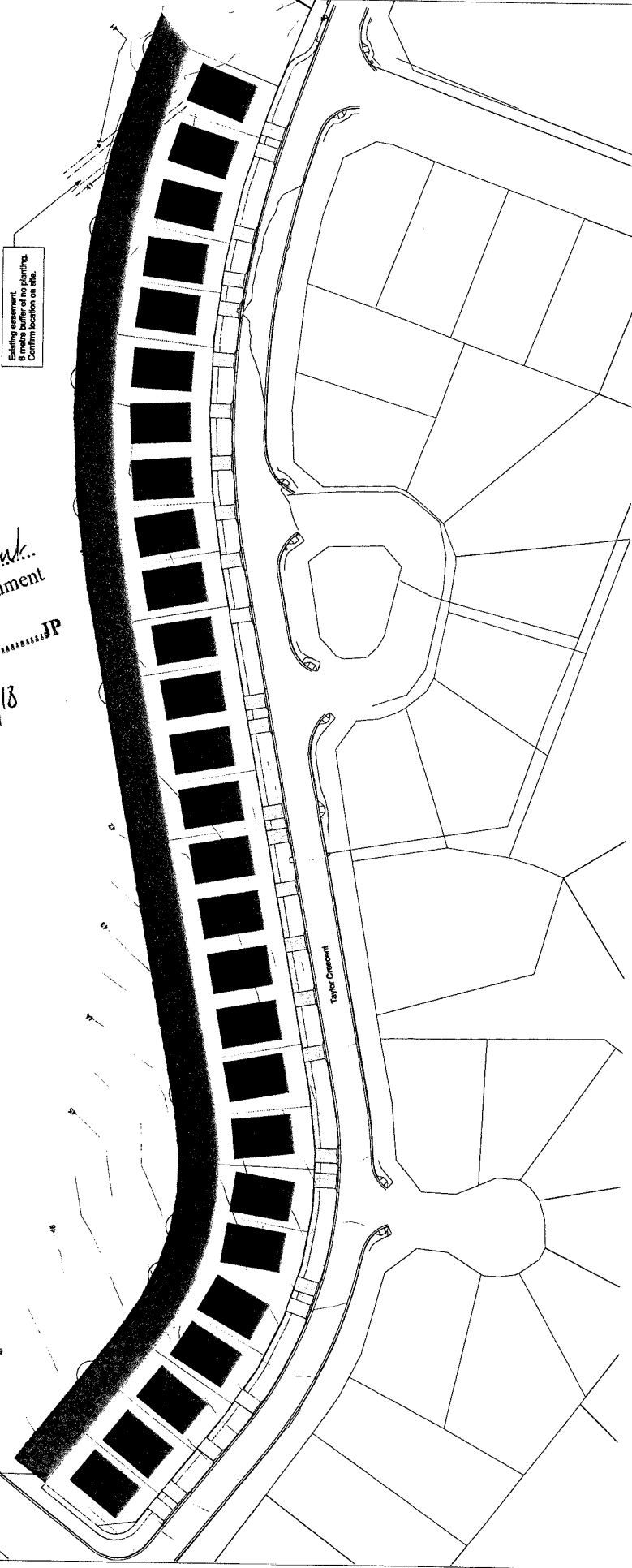
- New planting - species as noted by symbol
- Landscaping Scope
- Drainage lines
- Easement spacing

PLANTING SCHEDULE - TAYLOR CRESCENT SUBDIVISION

Sym.	SCIENTIFIC NAME	COMMON NAME	POT SIZE	SPACING(m)	No.
TREES					
EP	<i>Eucalyptus pauciflora</i>	Cabbage Gum	300 mm Pot	~14	22
SHRUBS					
AV	<i>Allocasuarina verticillata</i>	Drooping Sheak	Tubelock	3	255

Existing easement
indicated by no planting,
confirm location on site.

2 native maintenance strip
along back fence.



TAYLOR CRESCENT SUBDIVISION
TAYLOR CRESCENT, BROCKMETER
PROPERTIES FOR VILLOUS HOMES

L102 PLANTING PLAN

DATE: 10/12/18
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

PROJECT: [Name]
CLIENT: [Name]
LOCATION: [Name]
SCALE: 1:1000
SHEET: 1 OF 1

Prepared by: [Name]
Reviewed by: [Name]
Approved by: [Name]

New planting, Callitris tereticornis and conditions. This will be a planting, water planting plan for plant species and spacing.

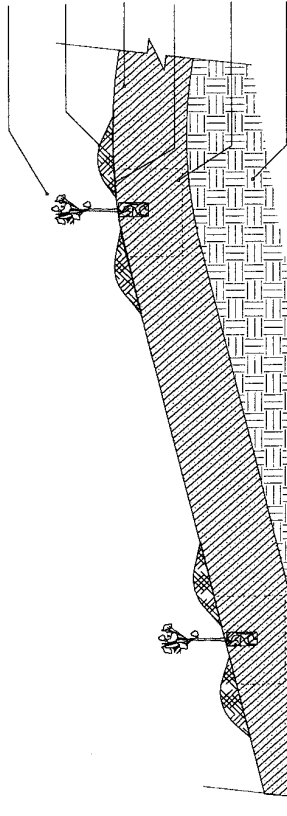
Dark green bark, 10 to 15mm depth, 300mm width around each plant.

The soil is required to achieve proposed level from existing grade. Under L101 Soil Preparation Great Section.

800mm disk of weed mat surrounding each planting.

Excavate 3 times the width of the root ball to planting. Add 100mm of soil to 300mm where required.

Excavate the soil to 300mm where required.



Allocasuarina verticillata Planting

1:10

This is to certify that this... Agreement
is a true copy of the original document
(4620)
JP
10/12/18

Seed Advance tree, water planting schedule
to be used for all planting.
(Height subject to variability)

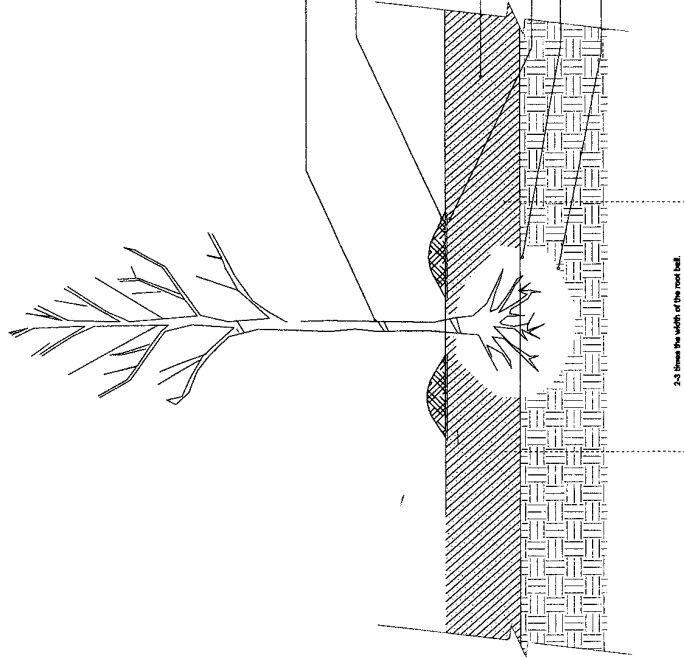
Excavate to 300mm, 100mm
back from hole.

This soil is required to achieve proposed
level from existing grade. Under
L101 Soil Preparation Great Section.

800mm disk of weed mat surrounding
each planting.

Excavate and fill base and sides
of planting hole.

Back fill with site soil and firming
properly. Add 100mm of soil to
300mm where required.



Eucalyptus precutiflora Planting

1:10



Project Name
Taylor Crescent Subdivision
Location and Orientation
Scale 1:10
Date 10/12/18
Prepared by Wilson Homes



Scale

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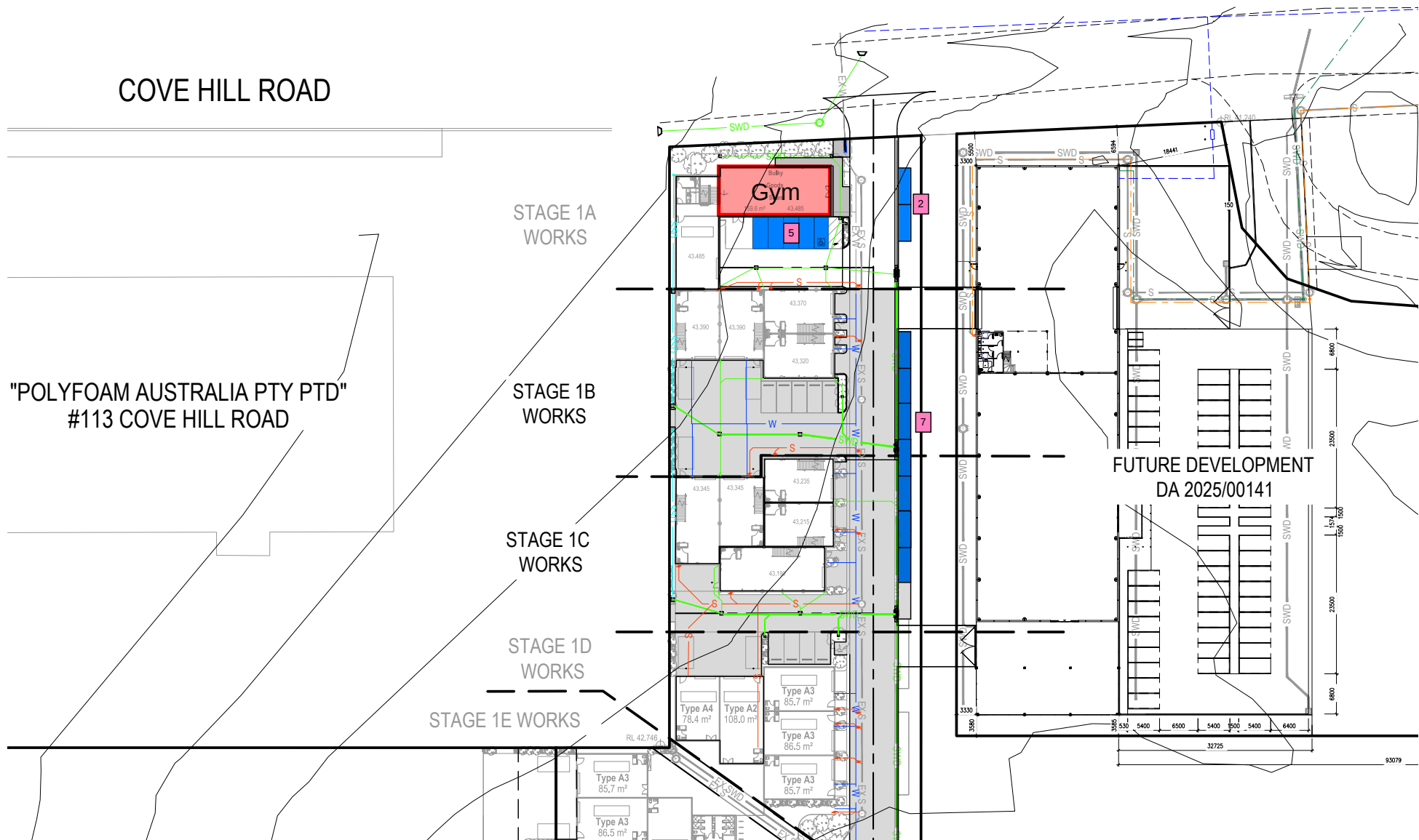
1:10

1:10

APPENDIX 2

PLANS

SITE PLAN
115 Cove Hill Road, Bridgewater



General Notes

The following notes shall be read in conjunction with all design documents, schedules & specifications including but not limited to architectural, structural and services drawings and specifications, and any principal's project requirements documents relating to this project.
All documents to be read in conjunction with & comply with all reports including but not limited to bldg surveyor, acoustics, fire & esd reports.
All work shall comply with NCC/ relevant authority requirements and Australian Standards (AS.) Codes for trades.
Do not scale off this drawing.
Contractor shall verify all dimensions on site.
Contractor shall report any discrepancy in the documents to the architect for clarification prior to the affected work proceeding.
Contractor to confirm setout with architect prior to construction.
All levels are to australian height datum (AHD) u.n.o.
All materials and fittings to be fixed in strict accordance with the manufacturers current specification and recommendation.
Expansion, control or construction joints for all materials/systems to be provided in accordance with manufacturers instructions. Locations of joints to be confirmed on site with architect prior to installation.
Refer to surveyors drawings check survey and detail drawing to locate and confirm all existing services, pipes, poles, embankments, pits and like prior to commencing any work.
Refer to civil eng dwgs for existing and new water, drainage design and associated site works design and detail. Refer to civil eng and landscape dwgs for all roadway, paving, surface, surfaced finished surface levels.
Refer to the acoustic report for required acoustic specification & details. All acoustic requirements to meet minimum ncc u.n.o.
Refer window schedule and/or facade eng details for all glass, frame types and finishes etc.
All dimensions to be verified prior to preparation of shop drawings and commencement of construction.
Refer to elevations and/or facade engineer drawings for further finishes and panel setout information - confirm with architect prior to manufacture and/or installation.
All exposed steel to be hot dipped galvanised, refer finishes schedule for any painting requirements.
All silicon sealant to be colour matched to adjacent surface u.n.o.
All door hardware to be fixed at 1050mm a.f.f.l. u.n.o. refer door schedule for door/frame details and size.
All glazing to comply with current versions of AS 1288 and AS 2047.
Ensure flush transition between different floor finishes, provide flush aluminium angle between different floor surfaces.
Any services penetrating a fire rated/ acoustic wall or slab are to be appropriately sealed to NCC/authority approved method/materials in accordance with minimum fire/acoustic/ fire engineering requirements u.n.o.
Ceiling framing systems documented are indicative only. Framing installation to comply with manufacturers recommendations & set out accordingly for design/documentation intent.
Fire indexes of materials, linings and surface finishes to comply with C1.10 of NCC.
All wall types including but not limited to linings and insulation is to be full height to underside of slab u.n.o. ensure stud gauge/centres is suitable for proposed installation in accordance with manufacturers installation requirements.

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Revisions			
-	03.03.23	Building Permit Issue	ND
A	19.04.23	Building Permit - RFI 1	ND
B	08.09.23	Building Permit Issue	ZL
C	13.09.23	Building Permit Issue	ND
D	07.12.23	Building Permit Issue	ND

Status

PERMIT ISSUE

Client
The Young Group

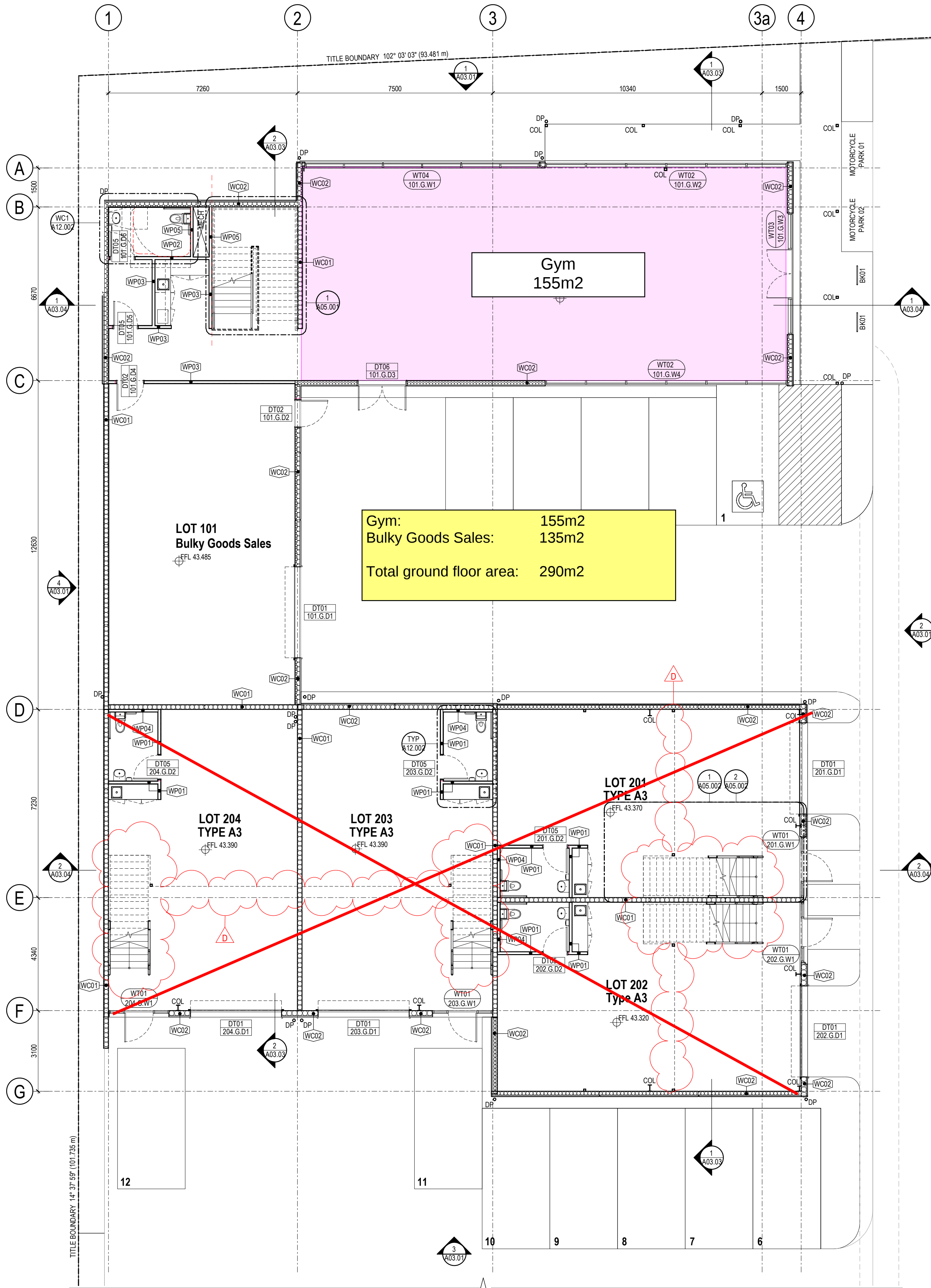
Project
Point B - Stage 01A

BRIDGEWATER, TASMANIA

Drawing
General Arrangement Plans - Ground

Project No	Date	Author
222037	17.11.22	DZ

Scale: @ A1	Drawing No.	Revision
1 : 100	A01.001	D



1 GROUND - BUILDING 1
SCALE 1 : 100

ABBREVIATIONS:

BOL	BOLLARD	NOTE:
BRT	BIKE RACK	TO BE READ IN CONJUNCTION WITH INTERNAL
COL	COLUMN TO ENGINEERS DETAILS	AND EXTERNAL FINISHES SCHEDULE
COWL	COWL TO ENGINEERS DETAILS	
DP	DOWNPIPES	
DUCT	RISER DUCT TO ENGINEERS DETAILS	
MECH	MECHANICAL SERVICES RISER	TO ENGINEERS DETAILS
PJ	PANEL JOINT	
WL	WALL LIGHT	

SYMBOL LEGEND:

GENERAL

(WC01)	CONCRETE WALL TYPE 01
(WM01)	MASONRY WALL TYPE 01
(WP01)	PARTITION WALL TYPE 01

(U101.DT)	DOOR TAG:
(W01)	WINDOW NUMBER
FFL 0.000	FINISHED FLOOR LEVEL
RL 0.000	RELATIVE LEVEL
SFL 0.000	STRUCTURAL FLOOR LEVEL

FINISHES

REFER TO MATERIAL SELECTIONS FOR DESCRIPTION AND COLOUR

(AF01)	APPLIED FINISH TYPE 01
(BK01)	BLOCKWORK/BRICK FINISH TYPE 01
(CF01)	CONCRETE FINISH TYPE 01
(CS01)	CLADDING SYSTEM TYPE 01
(EP01)	EXTERIOR PAINT TYPE 01

(GT01)	GLAZING TYPE 01
(MF01)	METAL FINISH TYPE 01
(RF01)	ROOF FINISH TYPE 01
(TL01)	TILE TYPE 01
(TM01)	TIMBER FINISH TYPE 01

2 GROUND - BUILDING 2
SCALE 1 : 100

STAGING LINE

STAGE 01A
STAGE 01B

2 GROUND - BUILDING 2
SCALE 1 : 100

ADDITIONAL AREA:

Lot No.	Area	Lot No.	Area
Lot 201	48.4 m ²	Lot 301	48.4 m ²
Lot 202	48.5 m ²	Lot 302	49.6 m ²
Lot 203	49.0 m ²	Lot 303	66.3 m ²
Lot 204	48.1 m ²	Lot 304	49.9 m ²
	194.0 m ²	Lot 305	52.9 m ²

TOTAL AREA INCREASED: 461.1m²

ALL OTHER AREAS REMAINS UNCHANGED

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Status

PERMIT ISSUE

Client
The Young Group

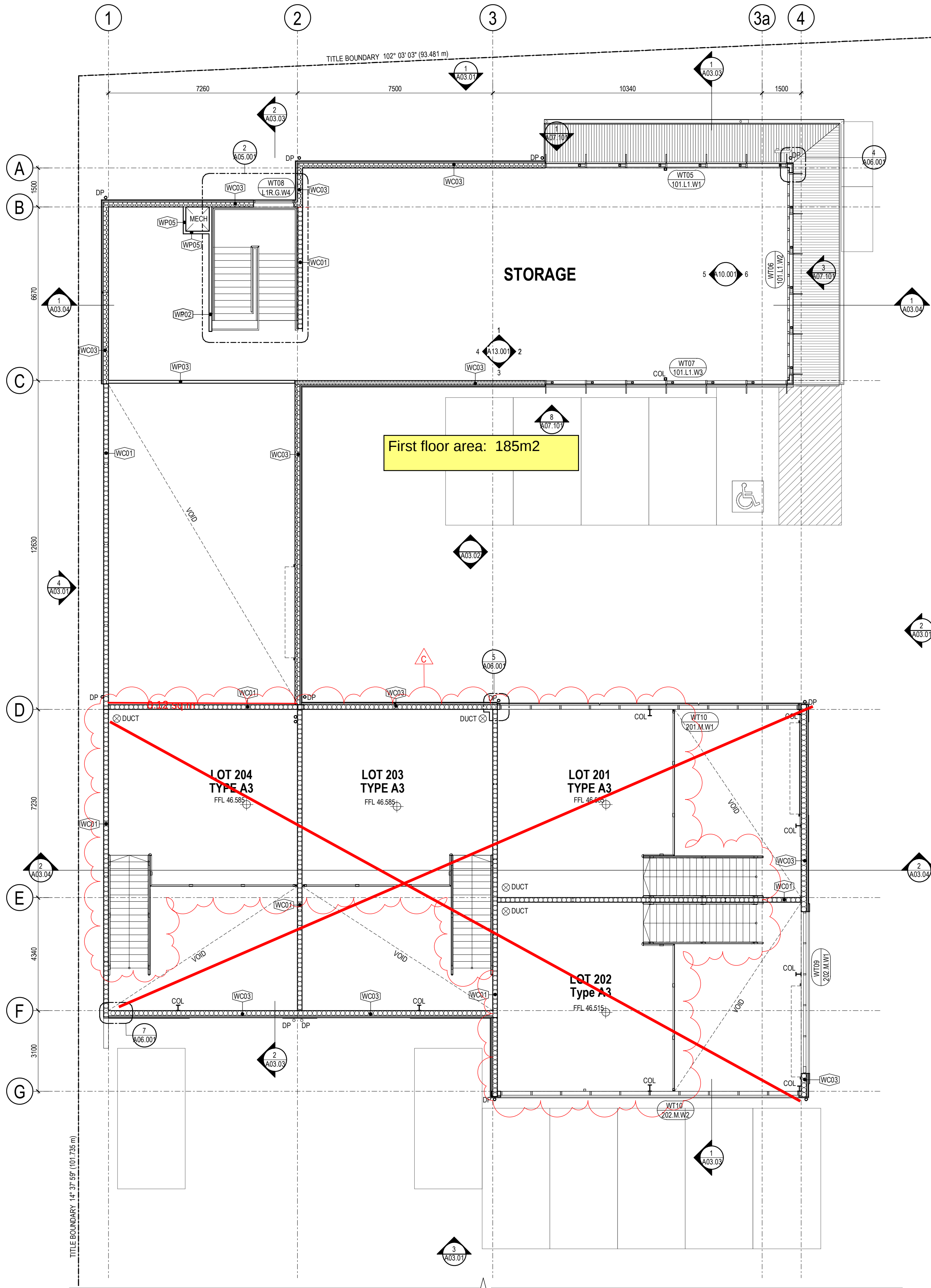
Project
Point B - Stage 01A

BRIDGEWATER, TASMANIA

Drawing
General Arrangement Plans - Level 1

Project No	Date	Author
222037	17.11.22	DZ

Scale: @ A1	Drawing No.	Revision
1 : 100	A01.002	C



1 LEVEL 1 - BUILDING 1
SCALE 1 : 100

ABBREVIATIONS:

BOL BOLLARD
BRI BIKE RACK
COL COLUMN TO ENGINEERS DETAILS
COWL COWL TO ENGINEERS DETAILS
DOWNPIPES RISER DUCT TO ENGINEERS DETAILS
MECH MECHANICAL SERVICES RISER TO ENGINEERS DETAILS
PJ PANEL JOINT
WL WALL LIGHT

NOTE:
TO BE READ IN CONJUNCTION WITH INTERNAL
AND EXTERNAL FINISHES SCHEDULE

SYMBOL LEGEND:

GENERAL

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(MW01) MASONRY WALL TYPE 01
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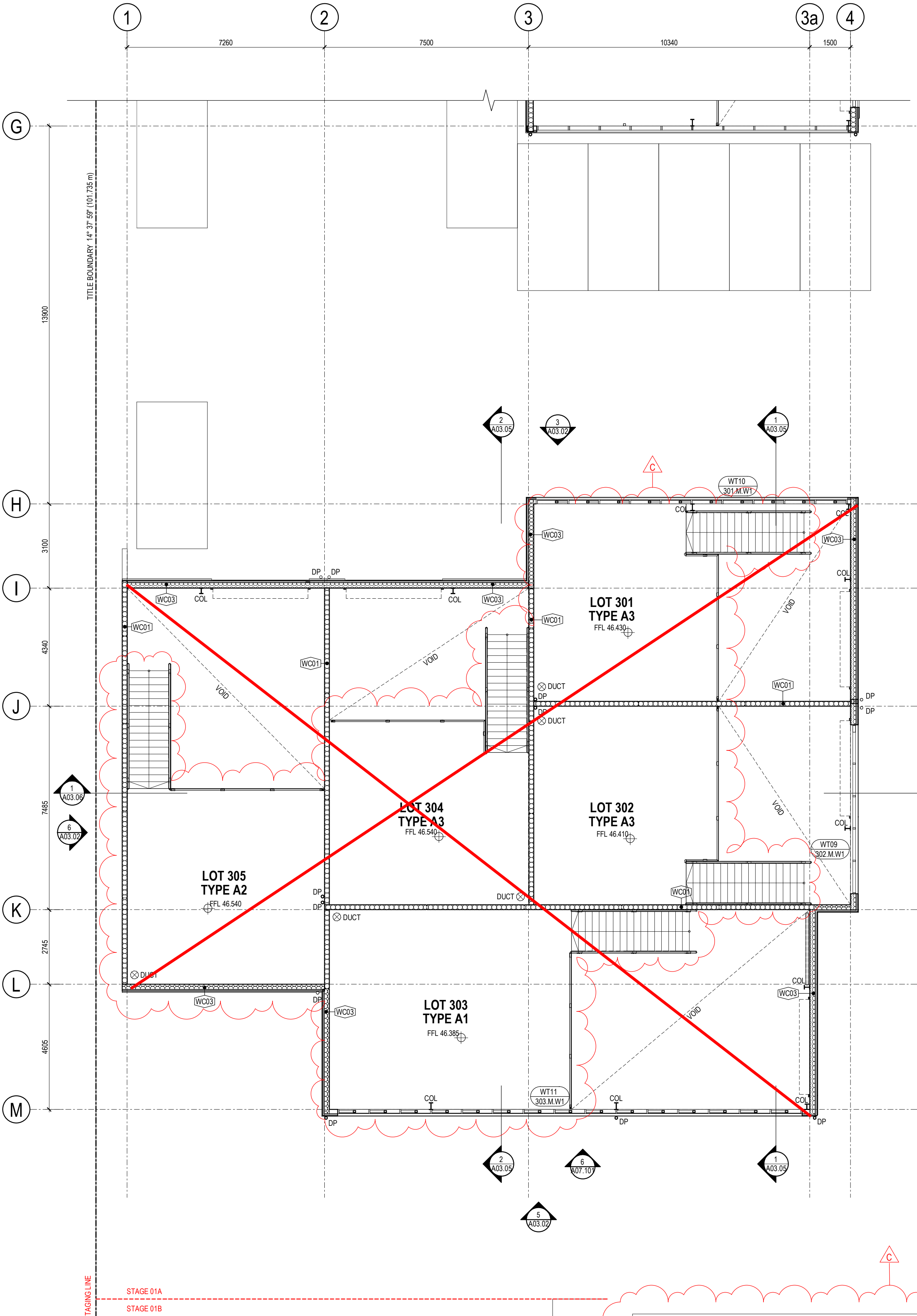
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(W01) WINDOW NUMBER
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R.L 0.000 RELATIVE LEVEL
S.FL 0.000 STRUCTURAL FLOOR LEVEL

FINISHES

REFER TO MATERIAL SELECTIONS FOR
DESCRIPTION AND COLOUR
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(BK01) BLOCKWORK/BRICK FINISH TYPE 01
(CF01) CONCRETE FINISH TYPE 01
(CS01) CLADDING SYSTEM TYPE 01
(EP01) EXTERIOR PAINT TYPE 01

(GT01) GLAZING TYPE 01
(MF01) METAL FINISH TYPE 01
(RF01) ROOF FINISH TYPE 01
(TL01) TILE TYPE 01
(TM01) TIMBER FINISH TYPE 01

**NOTE: LIGHTING, FIRE PROTECTION,
HYDRAULICS AND MECHANICAL
VENTILATION TO BE READ IN
CONJUNCTION WITH SERVICES
ENGINEERS' DOCUMENTATION. REFER
TO ENGINEERS' DOCUMENTATION FOR
DETAILS AND RECOMENDATIONS.**

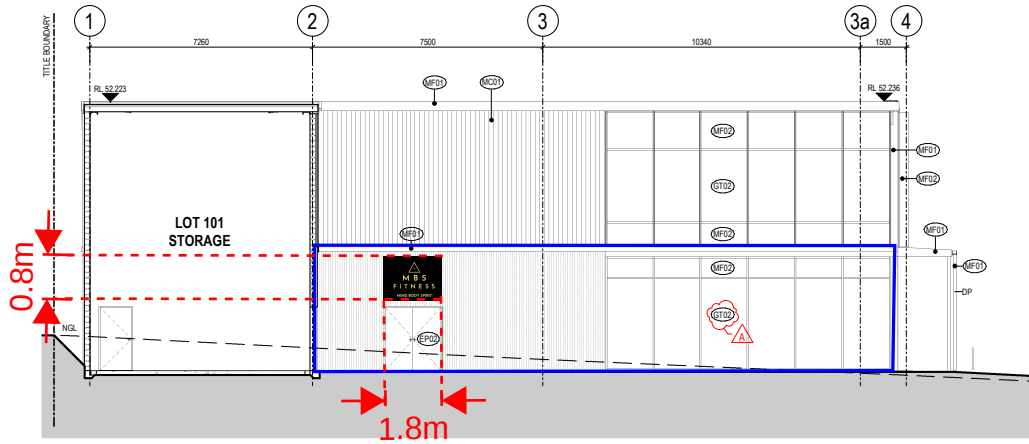


2 LEVEL 1 - BUILDING 2
SCALE 1 : 100

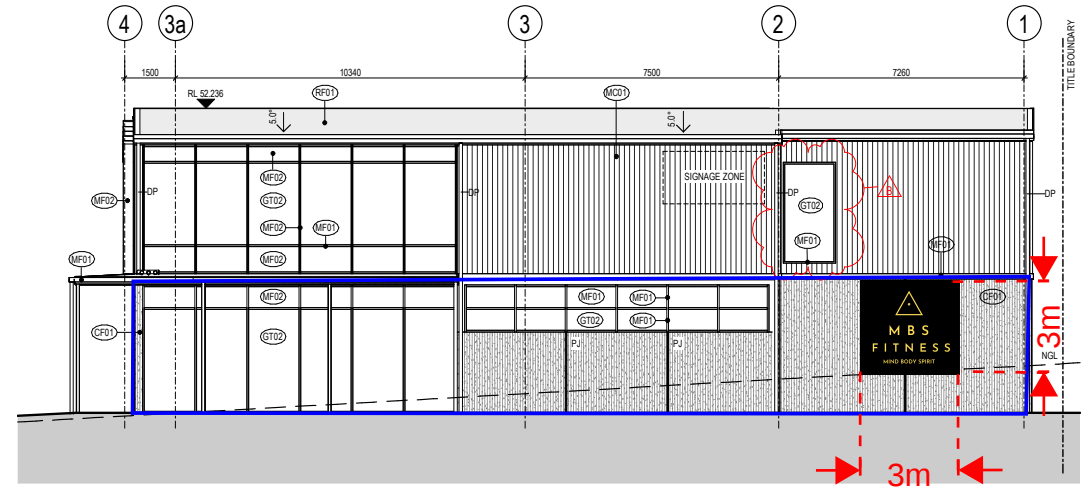
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TOTAL AREA INCREASED: 461.1m ²		267.1 m ²	

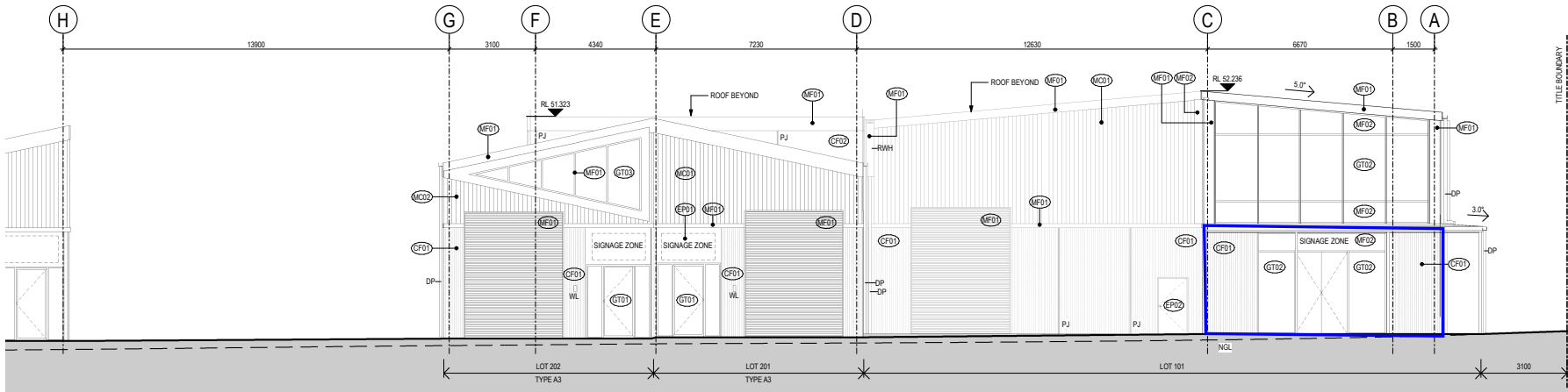
ALL OTHER AREAS REMAINS UNCHANGED



ELEVATION - BUILDING 1 - INTERNAL
COURTYARD 1
SCALE 1:100



ELEVATION - BUILDING 1 - NORTH
SCALE 1:100



ELEVATION - BUILDING 1 - EAST
SCALE 1:100