



DEVELOPMENT APPLICATION

PDPLANPMTD-2024/042122

PROPOSAL: Dwelling

LOCATION: 11 Atkins Street, Rokeby

RELEVANT PLANNING SCHEME: Tasmanian Planning Scheme - Clarence

ADVERTISING EXPIRY DATE: 06 March 2024

The relevant plans and documents can be inspected at the Council offices, 38 Bligh Street, Rosny Park, during normal office hours until 06 March 2024. In addition to legislative requirements, plans and documents can also be viewed at www.ccc.tas.gov.au during these times.

Any person may make representations about the application to the Chief Executive Officer, by writing to PO Box 96, Rosny Park, 7018 or by electronic mail to clarence@ccc.tas.gov.au. Representations must be received by Council on or before 06 March 2024.

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

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

Clarence City Council



APPLICATION FOR DEVELOPMENT / USE OR SUBDIVISION

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

Proposal:

New residential dwelling

Location:

Personal Information Removed

Current Owners/s:

Applicant:

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

Current Use of Site: vacant land

Does the proposal involve land administered or owned by the Crown or Council?

Yes

No

Clarence City Council

DEVELOPMENT/USE OR SUBDIVISION DECLARATION



Clarence... a brighter place

Declaration:

- *I have read the Certificate of Title and Schedule of Easements for the land and am satisfied that this application is not prevented by any restrictions, easements or covenants.*
- *I authorise the provision of a copy of any documents relating to this application to any person for the purposes of assessment or public consultation. I agree to arrange for the permission of the copyright owner of any part of this application to be obtained. I have arranged permission for Council's representatives to enter the land to assess this application*
- *I declare that, in accordance with Section 52 of the Land Use Planning and Approvals Act 1993, that I have notified the owner of the intention to make this application. Where the subject property is owned or controlled by Council or the Crown, their signed consent is attached. Where the application is submitted under Section 43A, the owner's consent is attached.*
- *I declare that the information in this declaration is true and correct.*

Acknowledgement:

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

Applicant's
Signature:

Signature	Date 9 Feb 2024
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**PLEASE REFER TO THE DEVELOPMENT/USE AND SUBDIVISION CHECKLIST
ON THE FOLLOWING PAGES TO DETERMINE WHAT DOCUMENTATION MUST
BE SUBMITTED WITH YOUR APPLICATION.**

Documentation required:

1. **MANDATORY DOCUMENTATION**

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

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

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

2. **ADDITIONAL DOCUMENTATION**

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

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

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.

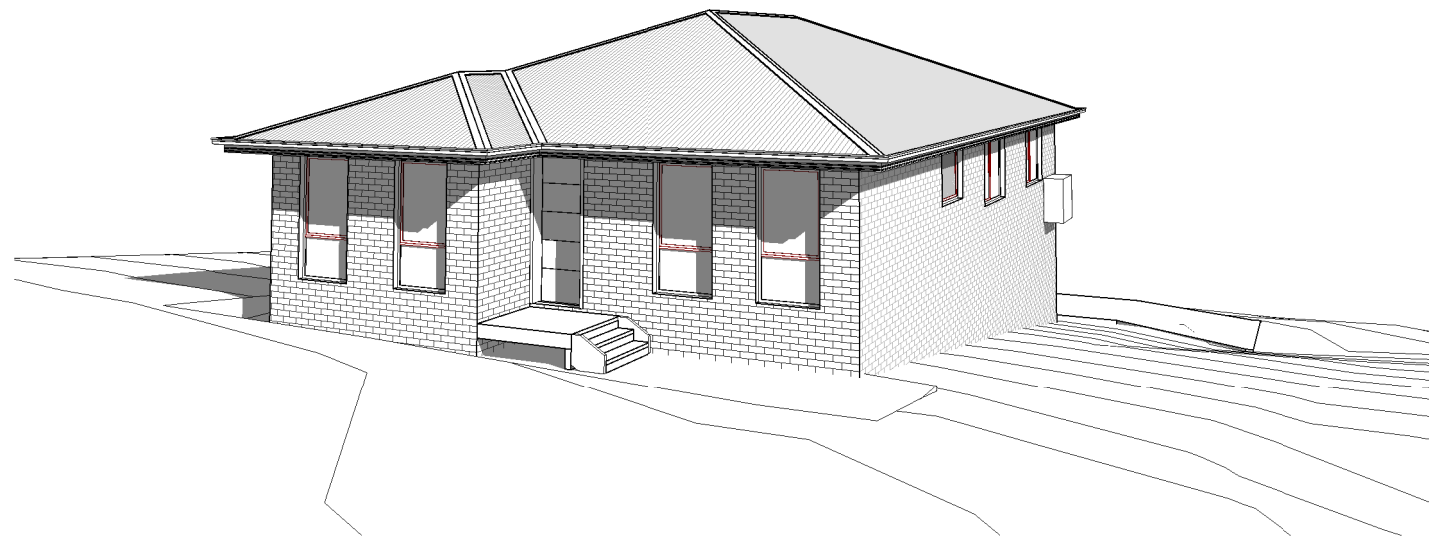
This list is not comprehensive for all possible situations. If you require further information about what may be required as part of your application documentation, please contact Council's Planning Officers on (03) 6217 9550 who will be pleased to assist.

PROPOSED NEW RESIDENCE LOT 2, 11 ATKINS STREET ROKEBY

J. & Z. COWAN
PD22422

BUILDING DRAWINGS

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



PLANNING



FLOOR AREA	115.08	m2	(12.37 SQUARES)
TOTAL AREA	115.08		12.37

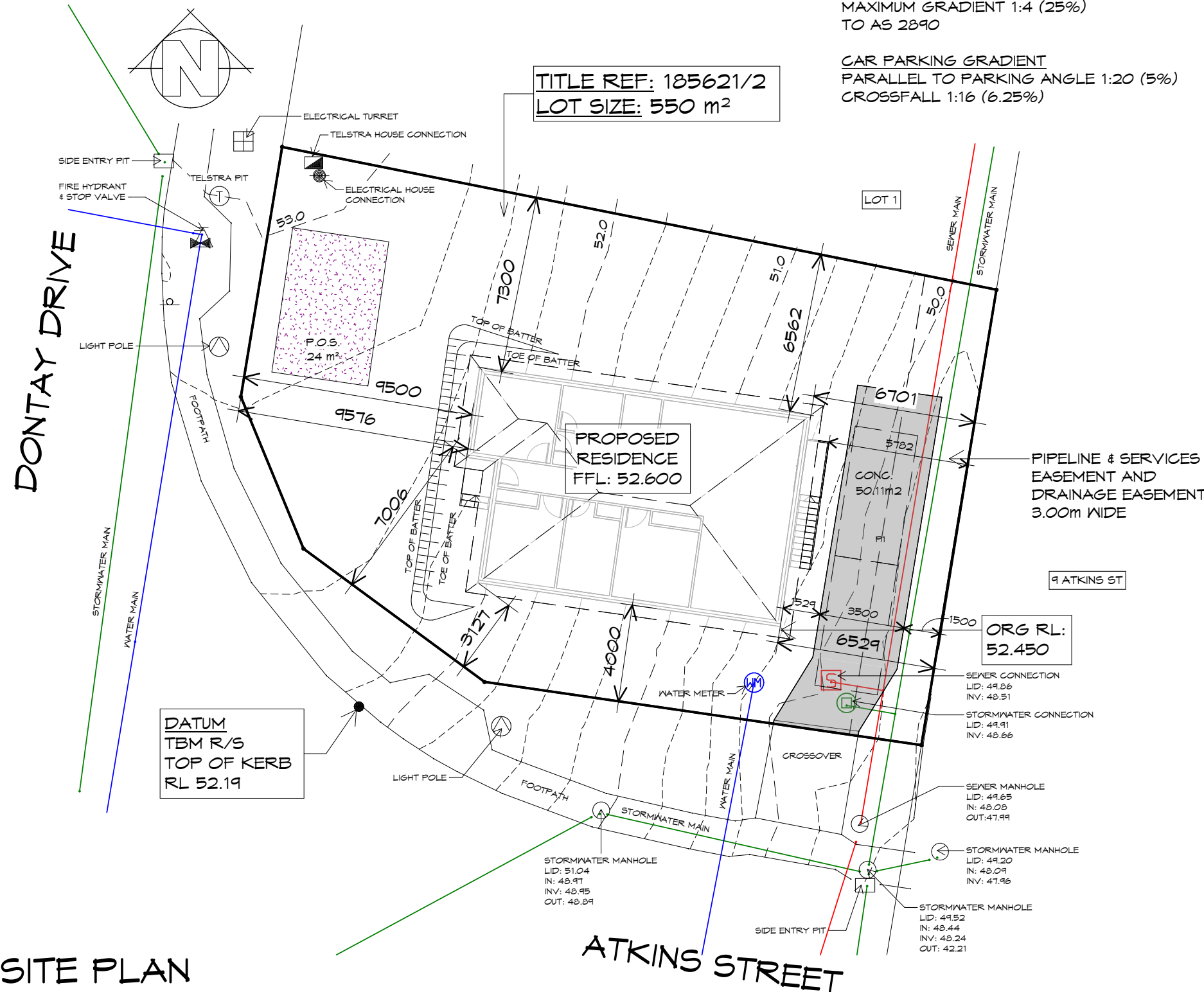
GENERAL PROJECT INFORMATION

TITLE REFERENCE: 2/185621
 SITE AREA: 550m²
 DESIGN WIND SPEED: N2
 SOIL CLASSIFICATION: H1
 CLIMATE ZONE: 7
 ALPINE AREA: NO
 CORROSIVE ENVIRONMENT: LOW
 BAL RATING: 19
 OTHER KNOWN HAZARDS: FLOOD PRONE



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 Accredited Building Practitioner: Frank Geskus -No CC246A

FEBRUARY 2024



GENERAL NOTES

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

SURVEYORS NOTES

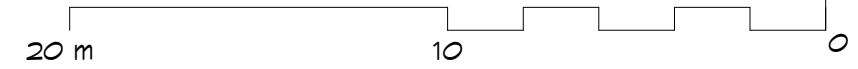
THIS PLAN AND ASSOCIATED DIGITAL MODEL IS PREPARED FOR CUNIC HOMES FROM A COMBINATION OF FIELD SURVEY AND EXISTING RECORDS FOR THE PURPOSE OF DESIGNING NEW CONSTRUCTIONS ON THE LAND AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

THE TITLE BOUNDARIES AS SHOWN ON THIS PLAN WERE NOT MARKED AT THE TIME OF THE SURVEY AND HAVE BEEN DETERMINED BY PLAN DIMENSIONS ONLY AND NOT BY FIELD SURVEY. NO MEASUREMENTS OR OFFSETS ARE TO BE DERIVED BETWEEN THE FEATURES ON THIS PLAN AND THE BOUNDARY LAYER. THE RELATIONSHIP BETWEEN THE FEATURES IN THIS MODEL AND THE BOUNDARY LAYERS CANNOT BE USED FOR ANY SET OUT PURPOSES OR TO CONFIRM THE POSITION OF THE TITLE BOUNDARIES ON SITE.

SERVICES SHOWN HAVE BEEN LOCATED WHERE VISIBLE BY FIELD SURVEY. PRIOR TO ANY DEMOLITION, EXCAVATION OR CONSTRUCTION ON THE SITE, THE RELEVANT AUTHORITY SHOULD BE CONTACTED FOR POSSIBLE LOCATION OF FURTHER UNDERGROUND SERVICES AND DETAILED LOCATIONS OF ALL SERVICES.

IF SUBSEQUENT DESIGN IS INTENDED FOR CONSTRUCTION SETOUT, FUTURE SURVEYING SETOUT COSTS ARE INCREASED IF THE DIGITAL DATA PROVIDED IS ROTATED, SCALED OR MOVED.

THIS NOTE FORMS AN INTEGRAL PART OF THE PLAN/DATA. ANY REPRODUCTION OF THIS PLAN/MODEL WITHOUT THIS NOTE ATTACHED WILL RENDER THE INFORMATION SHOWN INVALID.



SITE PLAN
1 : 200

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



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Project:
PROPOSED NEW RESIDENCE
LOT 2, 11 ATKINS STREET
ROKEBY

Client name:
J. & Z. COWAN

Drafted by: **I.J**
Approved by: **D.D.H**

Drawing:
SITE PLAN

Date: **07.02.2024**
Scale: **1 : 200**

Project/Drawing no: **PD22422 -01**
Revision: **06**



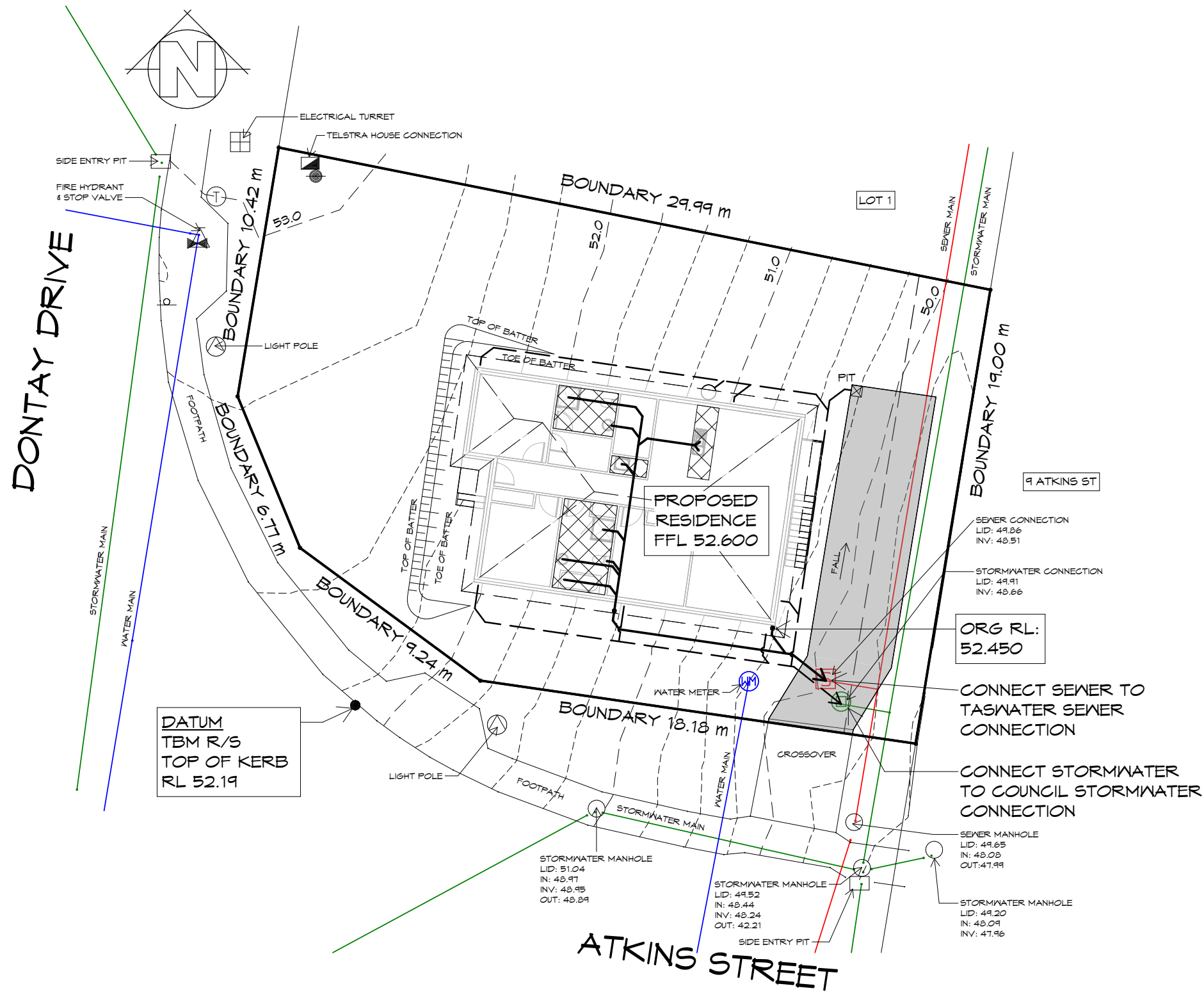
Accredited building practitioner: Frank Geskus -No CC246A







PLANNING

20 m NOTE: DO NOT SCALE OFF DRAWINGS

10



LEGEND

-  450X 450 SURFACE DRAINAGE PIT
-  NET AREAS
-  SEWER LINE
-  STORMWATER LINE

PLUMBING NOTES:
 ALL DRAINAGE WORK SHOWN IS PROVISIONAL ONLY AND IS SUBJECT TO AMENDMENT TO COMPLY WITH THE REQUIREMENTS OF THE LOCAL AUTHORITIES.
 ALL WORK IS TO COMPLY WITH THE REQUIREMENTS OF AS 3500.2018 & THE TASMANIAN PLUMBING CODE. AND MUST BE CARRIED OUT BY A LICENCED TRADESMAN ONLY.

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

PLANNING

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SITE DRAINAGE PLAN

1 : 200



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Drafted by:
I.J

Approved by:
D.D.H



Drawing:
SITE DRAINAGE PLAN

Date: **07.02.2024** Scale: **As indicated**

Project/Drawing no: **PD22422 -02** Revision: **06**

Accredited building practitioner: Frank Geskus -No CC246A



FLOOD OVERLAY

PROPOSED NEW RESIDENCE,
LOT 2, 11 ATKINS STREET,
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PLANNING

NOTE: DO NOT SCALE OFF DRAWINGS

LOCALITY PLAN

1 : 2000



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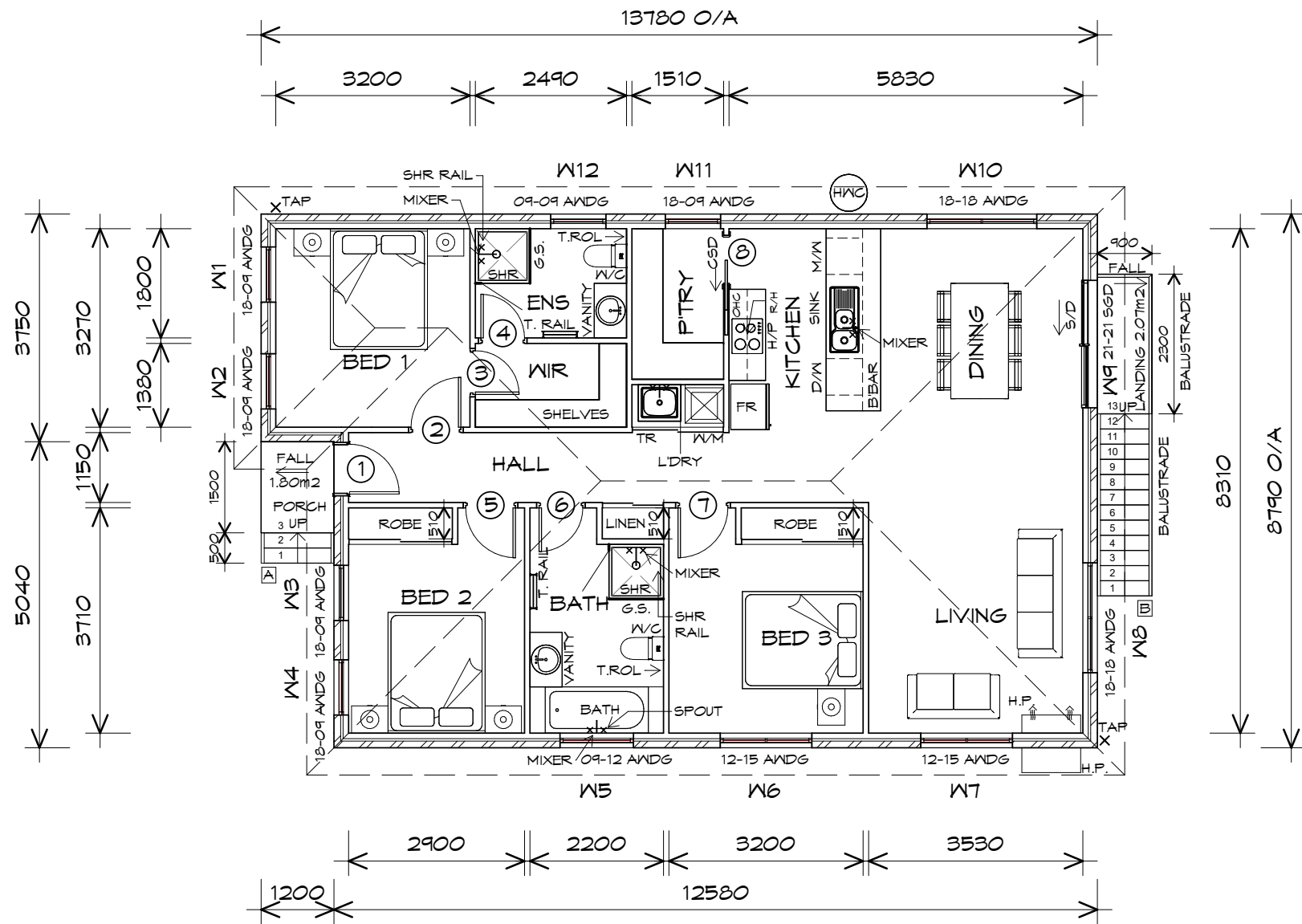
Drawing:
LOCALITY PLAN

Date: **07.02.2024** Scale: **1 : 2000**

Project/Drawing no: **PD22422 -03** Revision: **06**



Accredited building practitioner: Frank Geskus -No CC246A



LEGEND

- o FW FLOOR WASTE
- G.S. GLASS SCREEN
- R/H RANGE HOOD, VENT TO OUTSIDE AIR
- S/D SLIDING DOOR
- CSD CAVITY SLIDING DOOR

STAIRS

STAIR	NO RISERS	RISER H'T	TREAD DEPTH
B	13	181	250
A	3	150	250

GOING NON SLIP TO COMPLY ABCB HOUSING PROVISIONS PART 11.2

HANDRAIL
HANDRAIL REQUIRED TO AT LEAST ONE SIDE OF RAMP OR STAIRWAY IF HEIGHT MORE THAN 1m TO COMPLY ABCB HOUSING PROVISIONS PART 11.3

SMOKE ALARMS

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

SANITARY COMPARTMENTS

MAINTAIN A CLEAR SPACE OF AT LEAST 1.2m BETWEEN THE CLOSET PAN AND NEAREST PART OF THE DOORWAY. OTHERWISE ENSURE REMOVABLE HINGES ARE INSTALLED TO SWING DOORS TO COMPLY ABCB HOUSING PROVISIONS PART 10.4

FLOOR PLAN

1 : 100

FLOOR AREA	115.08	m ²	(12.37 SQUARES)
TOTAL AREA	115.08		12.37

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

WINDOW WITHIN WET AREA
C/W SAFETY GLASS AS PER AS1288.2021
BEVEL WINDOW SEAL
RETURN TILES OR LAMIPANEL TO WINDOW (TYPICAL)



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Drafted by:
I.J

Approved by:
D.D.H



Drawing:
FLOOR PLAN

Date:
07.02.2024

Scale:
1 : 100

Project/Drawing no:
PD22422 -04

Revision:
06

Accredited building practitioner: Frank Geskus -No CC246A

PLANNING
NOTE: DO NOT SCALE OFF DRAWINGS



DOOR SCHEDULE			
MARK	WIDTH	TYPE	REMARKS
1	820	EXTERNAL ENTRY DOOR	
2	820	INTERNAL TIMBER DOOR	
3	720	INTERNAL TIMBER DOOR	
4	720	INTERNAL TIMBER DOOR	
5	820	INTERNAL TIMBER DOOR	
6	720	INTERNAL TIMBER DOOR	
7	820	INTERNAL TIMBER DOOR	
8	820	CAVITY SLIDING DOOR	

WINDOW SCHEDULE				
MARK	HEIGHT	WIDTH	TYPE	REMARKS
W1	1800	910	AWNING WINDOW	
W2	1800	910	AWNING WINDOW	
W3	1800	910	AWNING WINDOW	
W4	1800	910	AWNING WINDOW	
W5	900	1210	AWNING WINDOW	OPAQUE
W6	1200	1510	AWNING WINDOW	
W7	1200	1510	AWNING WINDOW	
W8	1800	1810	AWNING WINDOW	
W9	2100	2100	SLIDING DOOR	
W10	1800	1810	AWNING WINDOW	
W11	1800	910	AWNING WINDOW	
W12	900	910	AWNING WINDOW	OPAQUE

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



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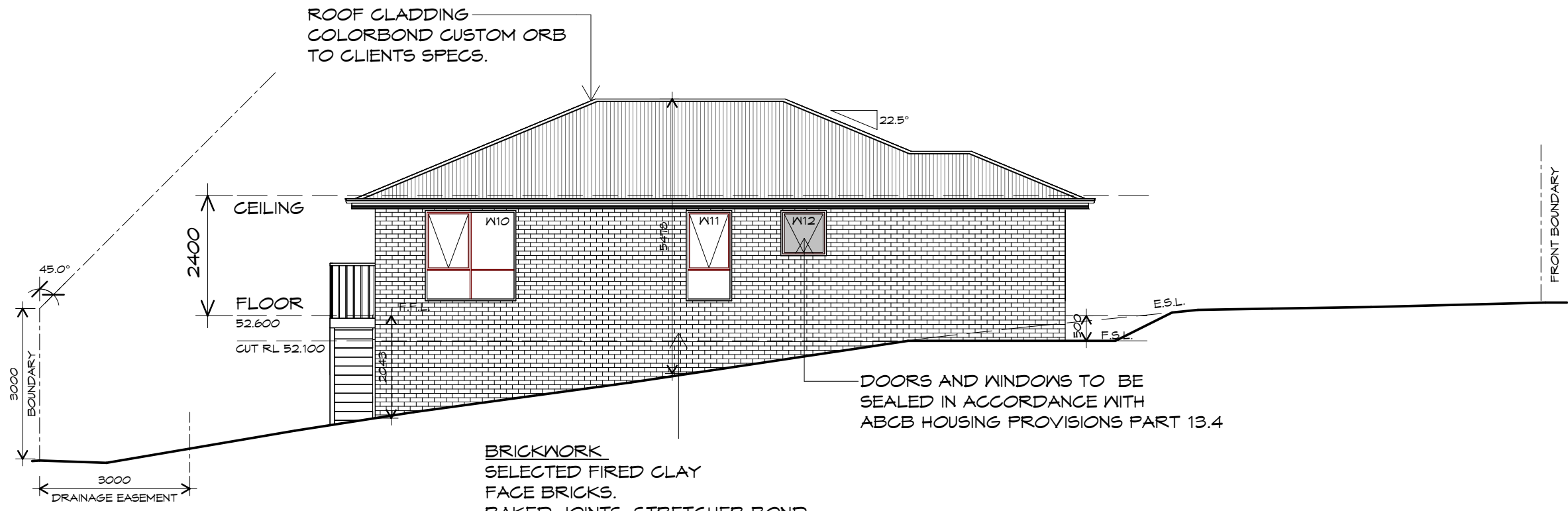


Drawing:
 DOOR AND WINDOW
 SCHEDULES

Date: 07.02.2024
 Scale:

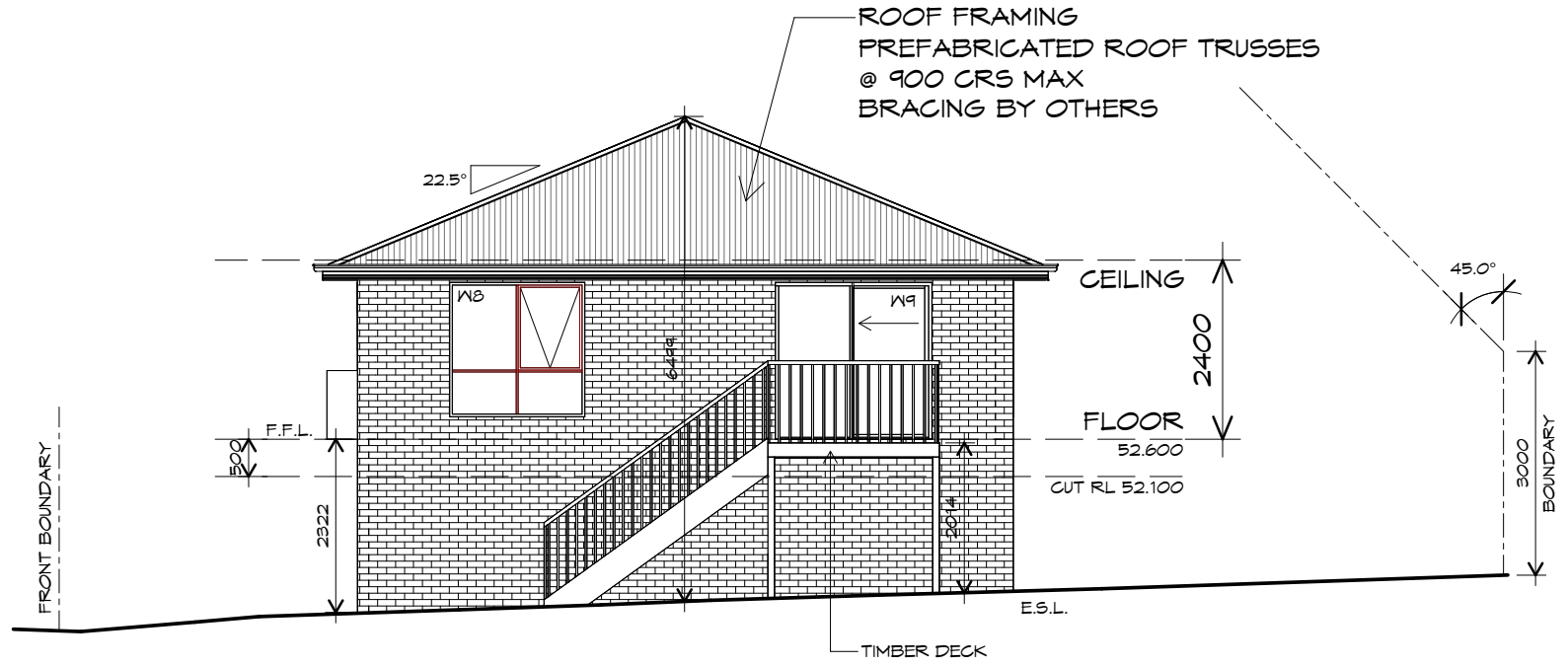
Project/Drawing no: PD22422 -05
 Revision: 06

Accredited building practitioner: Frank Geskus -No CC246A



NORTHERN ELEVATION
1 : 100

BRICKWORK
SELECTED FIRED CLAY
FACE BRICKS.
RAKED JOINTS, STRETCHER BOND
REFER ENGINEER FOR
ARTICULATION JOINTS
ALL MASONRY TO COMPLY
WITH ACBC HOUSING PROVISIONS PART 5



EASTERN ELEVATION
1 : 100



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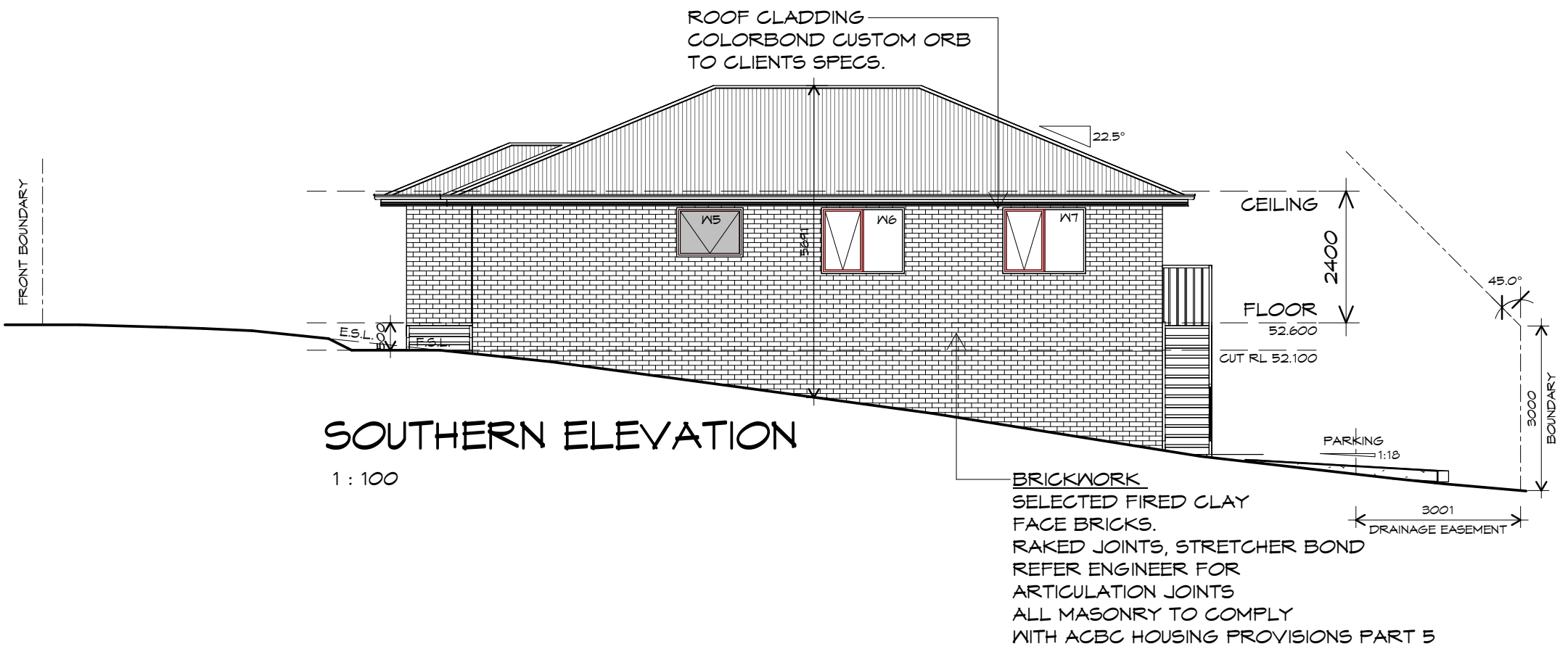


Drawing:
ELEVATIONS

Date: **07.02.2024**
Scale: **1 : 100**

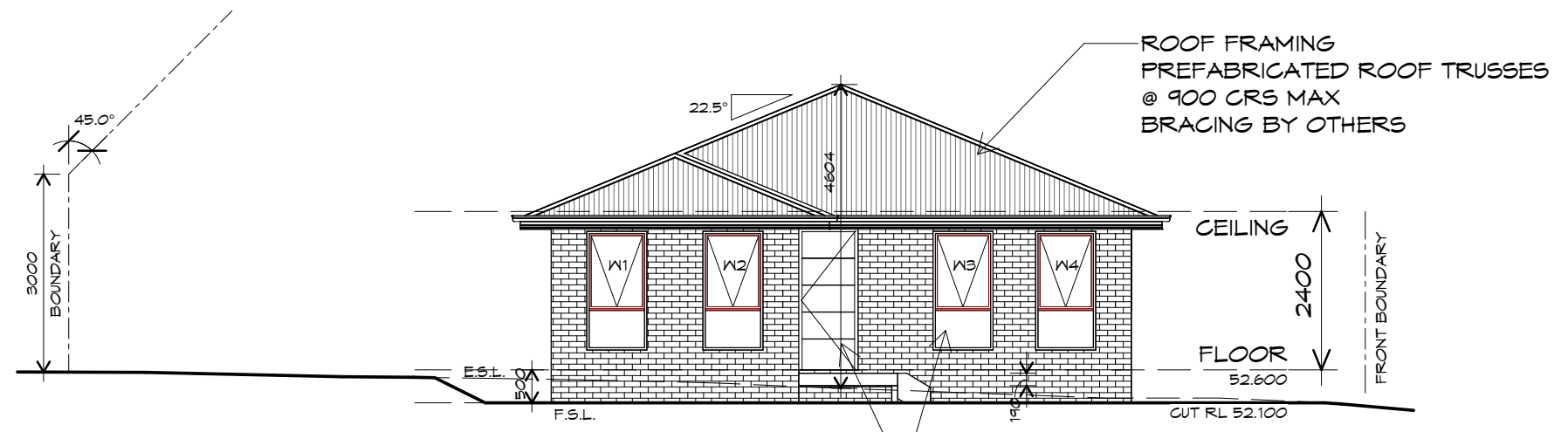
Project/Drawing no: **PD22422 -06**
Revision: **06**

Accredited building practitioner: Frank Geskus -No CC246A



SOUTHERN ELEVATION
1 : 100

BRICKWORK
SELECTED FIRED CLAY
FACE BRICKS.
RAKED JOINTS, STRETCHER BOND
REFER ENGINEER FOR
ARTICULATION JOINTS
ALL MASONRY TO COMPLY
WITH ACBC HOUSING PROVISIONS PART 5



WESTERN ELEVATION
1 : 100

DOORS AND WINDOWS TO BE
SEALED IN ACCORDANCE WITH
ACBC HOUSING PROVISIONS PART 13.4



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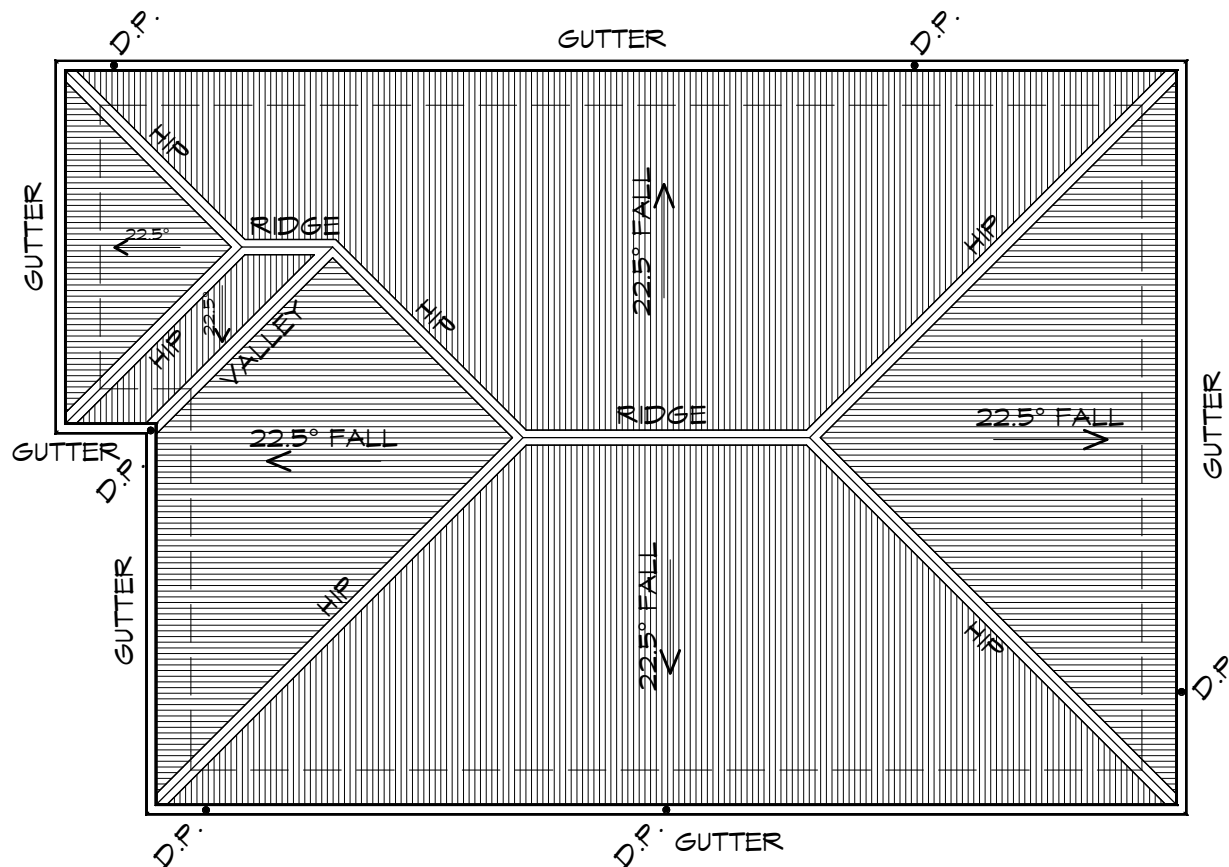
Drawing:
ELEVATIONS

Date: **07.02.2024**
Scale: **1 : 100**

Project/Drawing no: **PD22422 -07**
Revision: **06**



Accredited building practitioner: Frank Geskus -No CC246A



ROOF PLAN

1 : 100

ADDITIONAL ROOF LOAD

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

ROOF PLUMBING NOTES:

GUTTER INSTALLATION

TO BE IN ACCORDANCE WITH
ABCB HOUSING PROVISIONS PART 7.4.4
WITH FALL NO LESS THAN
1:100 FOR BOX GUTTERS
1:500 FOR EAVES GUTTER

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

VALLEY GUTTERS ON A ROOF WITH A PITCH:

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

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

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

METAL ROOF

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



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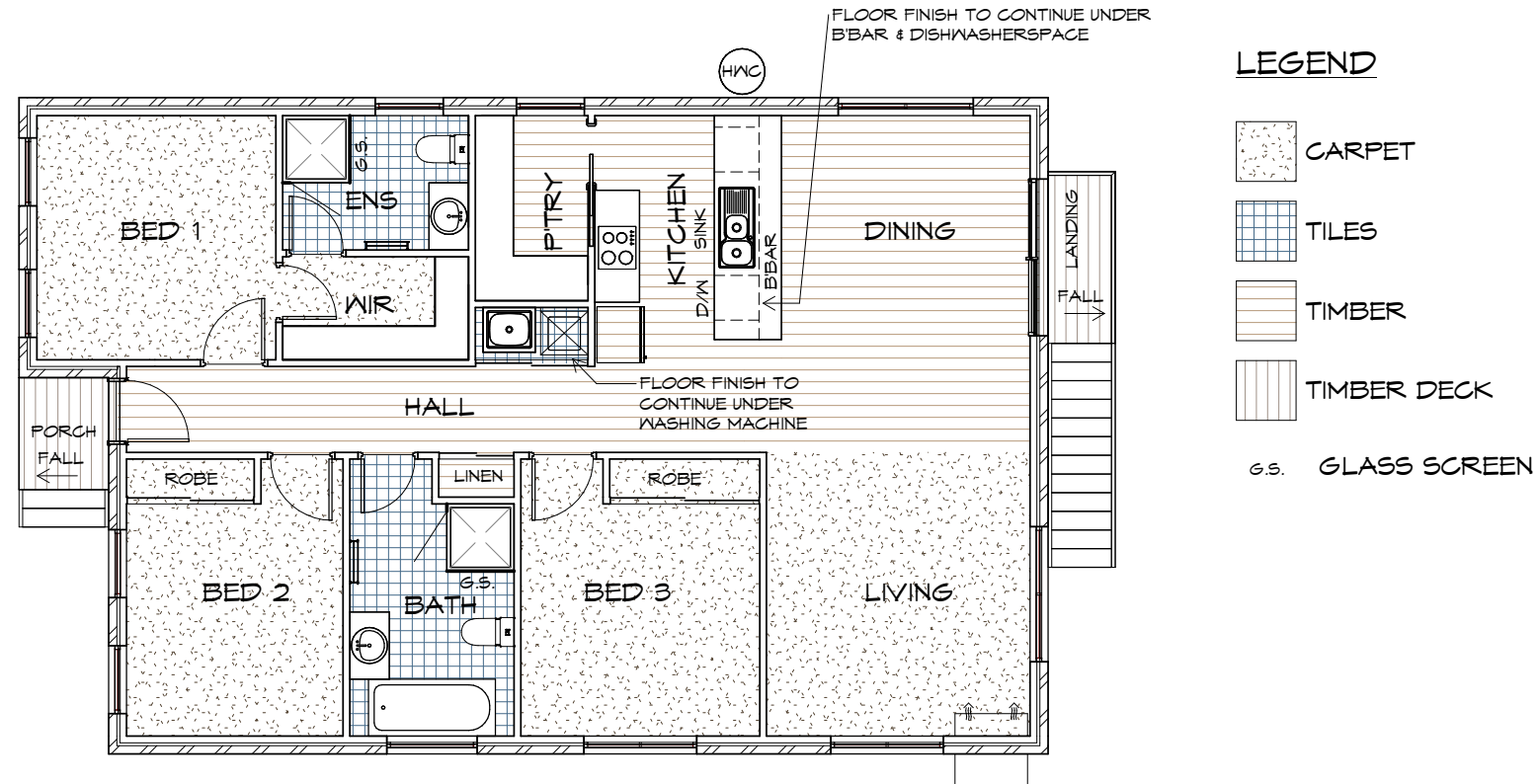


Drawing:
ROOF PLAN

Date: 07.02.2024
Scale: 1 : 100

Project/Drawing no: PD22422 -08
Revision: 06

Accredited building practitioner: Frank Geskus -No CC246A



FLOOR FINISHES PLAN

1 : 100

IMPORTANT:

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

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

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



10 Goodman Court, Invermay Tasmania 7248,
p(l)+ 03 6332 3790
Shop 9, 105-111 Main Road, Moonah Hobart 7009
p(h)+ 03 6228 4575
info@primedesigntas.com.au primedesigntas.com.au

Project:
**PROPOSED NEW RESIDENCE
LOT 2, 11 ATKINS STREET
ROKEBY**

Client name:
J. & Z. COWAN

Drawing:
FLOOR FINISHES PLAN

Drafted by: I.J. Approved by: D.D.H.

Date: 07.02.2024 Scale: 1 : 100

Project/Drawing no: PD22422 -09 Revision: 06



Accredited building practitioner: Frank Geskus -No CC246A

ELECTRICAL INDEX

LIGHTING

- L.E.D. - SEALED DOWN LIGHT *

- ☒ FOUR LIGHT, 3 IN 1 BATHROOM LIGHT C/W DAMPER, EXHAUST TO OUTSIDE*

SWITCH TYPE

- ONE-WAY SWITCH
- TWO-WAY SWITCH

WALL OUTLETS

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

CEILING

- xxxx DENOTES CEILING HEIGHT

HEATING

- ↑↑ HEAT PUMP
- HEAT PUMP, OUTDOOR UNIT

OTHER

- 240V SMOKE ALARM
- ▣ SWITCH BOX
- ⊖ EXHAUST FAN, VENT TO OUTSIDE AIR, PROVIDE POWER
- /H ROOF OVERHANG/EAVES
- R/H RANGE HOOD, VENT TO OUTSIDE AIR, PROVIDE POWER

ARTIFICIAL LIGHTING

RESIDENCES TO BE IN COMPLIANCE WITH ABCB HOUSING PROVISIONS PART 13.7.6

ARTIFICIAL LIGHTING MUST NOT EXCEED:

- 5W/m² FOR CLASS 1 BUILDING
- 4W/m² FOR VERANDAHs & BALCONIES
- 3W/m² FOR CLASS 10A ASSOCIATED WITH CLASS 1 BUILDING

REFER TO LIGHTING CALCULATOR FOR FURTHER DETAILS.

ELECTRICAL

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

EXHAUST FANS

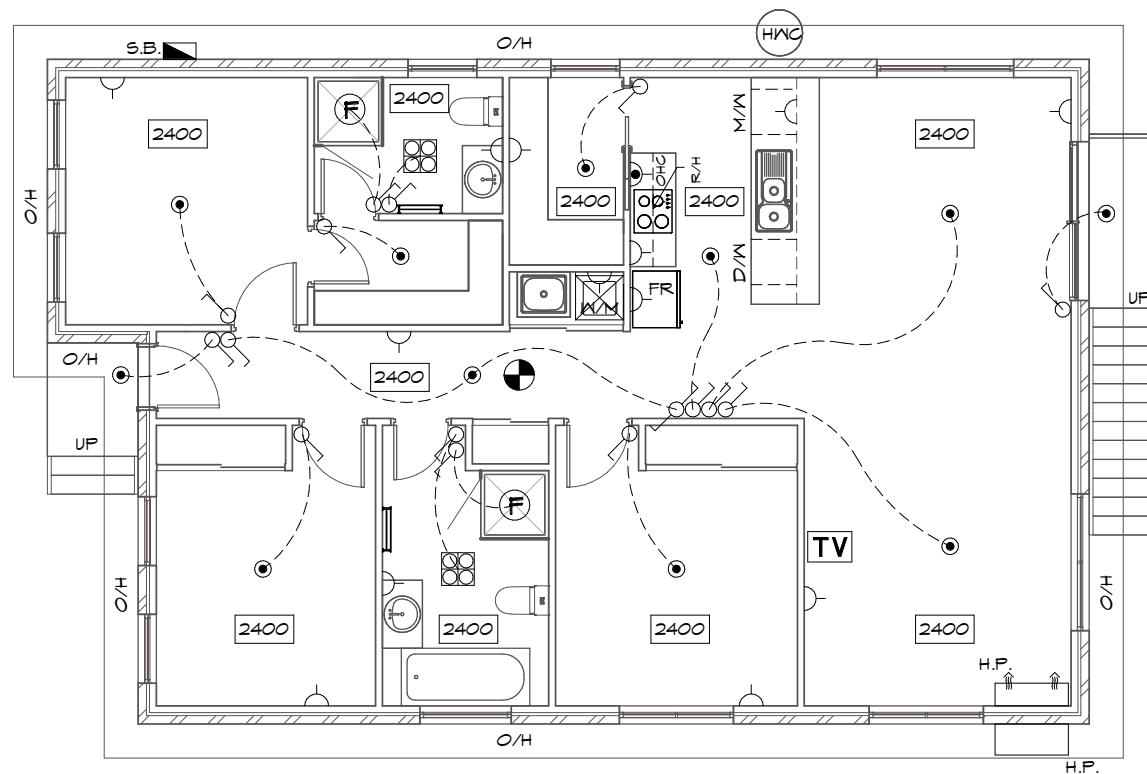
EXHAUST FANS TO ACHIEVE FLOW RATE TO COMPLY WITH HOUSING PROVISIONS 10.8.2

BATHROOMS WITHOUT NATURAL VENTILATION

EXHAUST FAN WITH 10 MINUTE TIMED FAN CONNECTED TO LIGHT SWITCH TO COMPLY WITH HOUSING PROVISIONS 10.8.2

SMOKE ALARMS

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



ELECTRICAL/REFLECTED CEILING PLAN

1 : 100

IMPORTANT:

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

PLANNING
NOTE: DO NOT SCALE OFF DRAWINGS



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Project:
PROPOSED NEW RESIDENCE
LOT 2, 11 ATKINS STREET
ROKEBY

Client name:
J. & Z. COWAN

Drafted by:
I.J

Approved by:
D.D.H

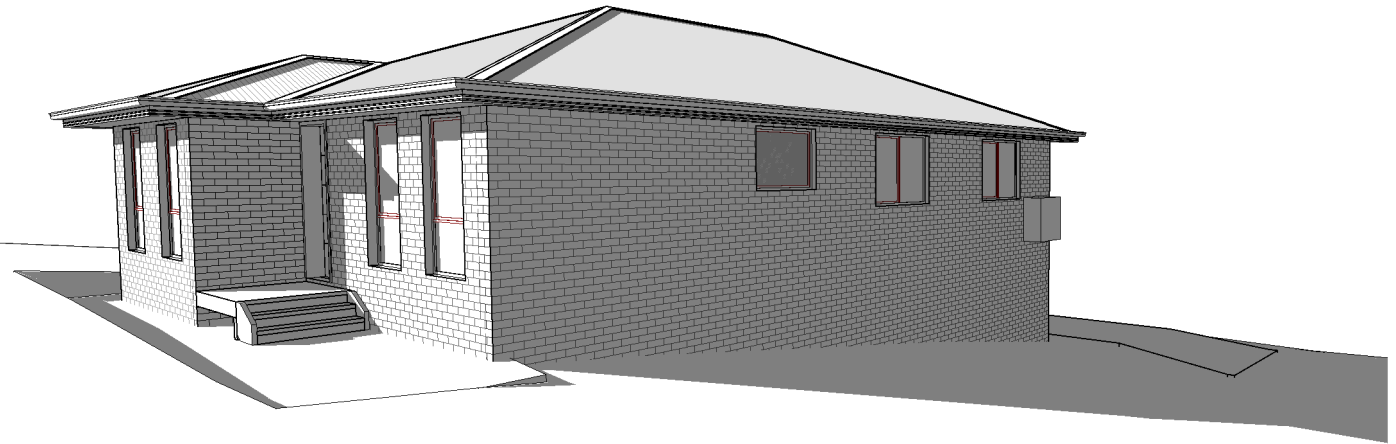
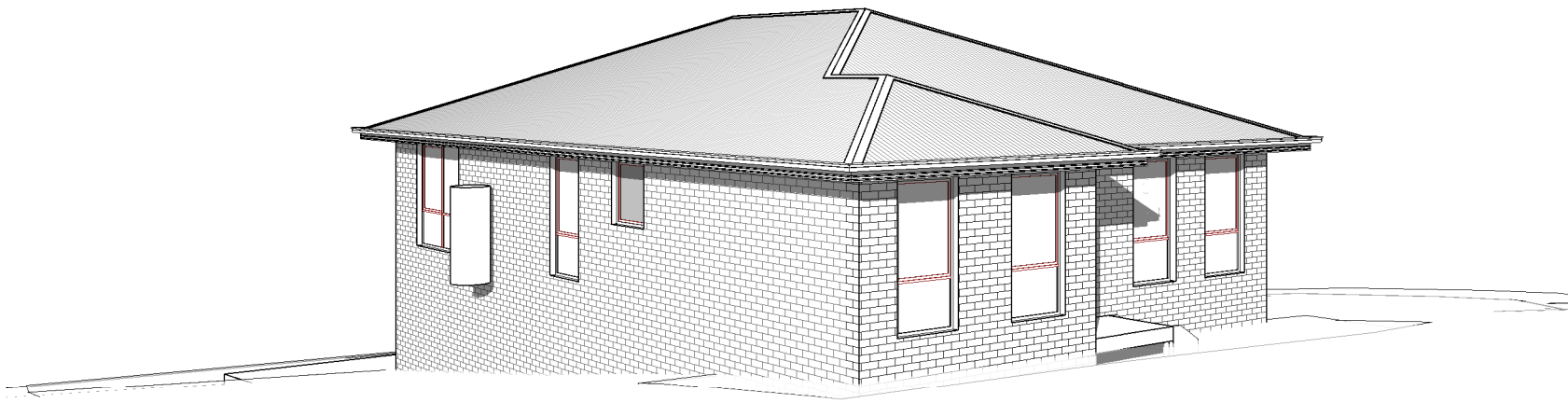
Drawing:
ELECTRICAL/REFLECTED
CEILING PLAN

Date: 07.02.2024
Scale: 1 : 100

Project/Drawing no: PD22422 -10
Revision: 06



Accredited building practitioner: Frank Geskus -No CC246A



PLANNING
NOTE: DO NOT SCALE OFF DRAWINGS

Prime Design

10 Goodman Court, Invermay Tasmania 7248,
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p(h)+ 03 6228 4575
info@primedesigntas.com.au primedesigntas.com.au

Project:
**PROPOSED NEW RESIDENCE
LOT 2, 11 ATKINS STREET
ROKEBY**

Client name:
J. & Z. COWAN

Drawing:
PERSPECTIVES

Drafted by: I.J. Approved by: D.D.H.

Date: 07.02.2024 Scale:

Project/Drawing no: PD22422 -11 Revision: 06

Accredited building practitioner: Frank Geskus -No CC246A



SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SF 185621

PAGE 1 OF 3 PAGES

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

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

Each lot on the plan is subject to:-

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

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

Lots 1-9 (inclusive), 13 and 19, 100 ~~and 201~~ are each subject to a Right of Drainage in gross in favour of the Clarence City Council over the land marked "Pipeline and Services Easement and Drainage Easement 3.00m wide". *(as defined herein)*

Lots 1-9 (inclusive), 13 and 19, 100 ~~and 201~~ (the Lots) are each subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, it's successors and assigns (TasWater) over the land marked "Pipeline and Services Easement and Drainage Easement 3.00m wide on the Plan (the "Easement Land")". *(as defined herein)*

Lot 201 (the Lot) is subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd, it's successors and assigns (TasWater) over the land marked "Pipeline and Services Easement ~~and Drainage Easement 3.75m wide~~ on the Plan (the "Easement Land")".

*3.75m wide
and "Pipeline + Services Easement 3.00m wide"*

Restrictive Covenants

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

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

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Pharos Custodians Pty Ltd FOLIO REF: 131197/2 SOLICITOR & REFERENCE: WCJ 069222	PLAN SEALED BY: Clarence City Council DATE: <i>20th October 2023</i> REF NO. <i>.....</i> Council Delegate <i>Clare Shea</i>
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

pharocpl_069222_006.dot

** WILLIAM JESO SOLICITOR FOR SUBDIVIDER 14-11-23*

WILLIAM JESO SOLICITOR FOR SUBDIVIDER 24-11-23

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 2 OF 3 PAGES</p>	<p>Registered Number</p> <p>SP 185621</p>
<p>SUBDIVIDER: Pharos Custodians Pty Ltd FOLIO REFERENCE: 131197/2</p>	

Fencing Covenant

The Owners of each Lot on the Plan covenant with the ^{Vendor}Subdivider, Pharos Custodians Pty Ltd, that the ^{Vendor}Subdivider shall not be required to fence.

Definitions:

Pipeline and Services Easement is defined as follows:-

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

- (1) enter and remain upon the Easement Land with or without machinery, vehicles, plant and equipment;

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

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

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.

EP [Signature]

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 3 OF 3 PAGES</p>	<p>Registered Number</p> <p>SP 185621</p>
<p>SUBDIVIDER: Pharos Custodians Pty Ltd FOLIO REFERENCE: 131 197/2</p>	

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

Interpretation:

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

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

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

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

Signature: 
Name: **Antonios Papastamatis**
PLEASE PRINT
Director

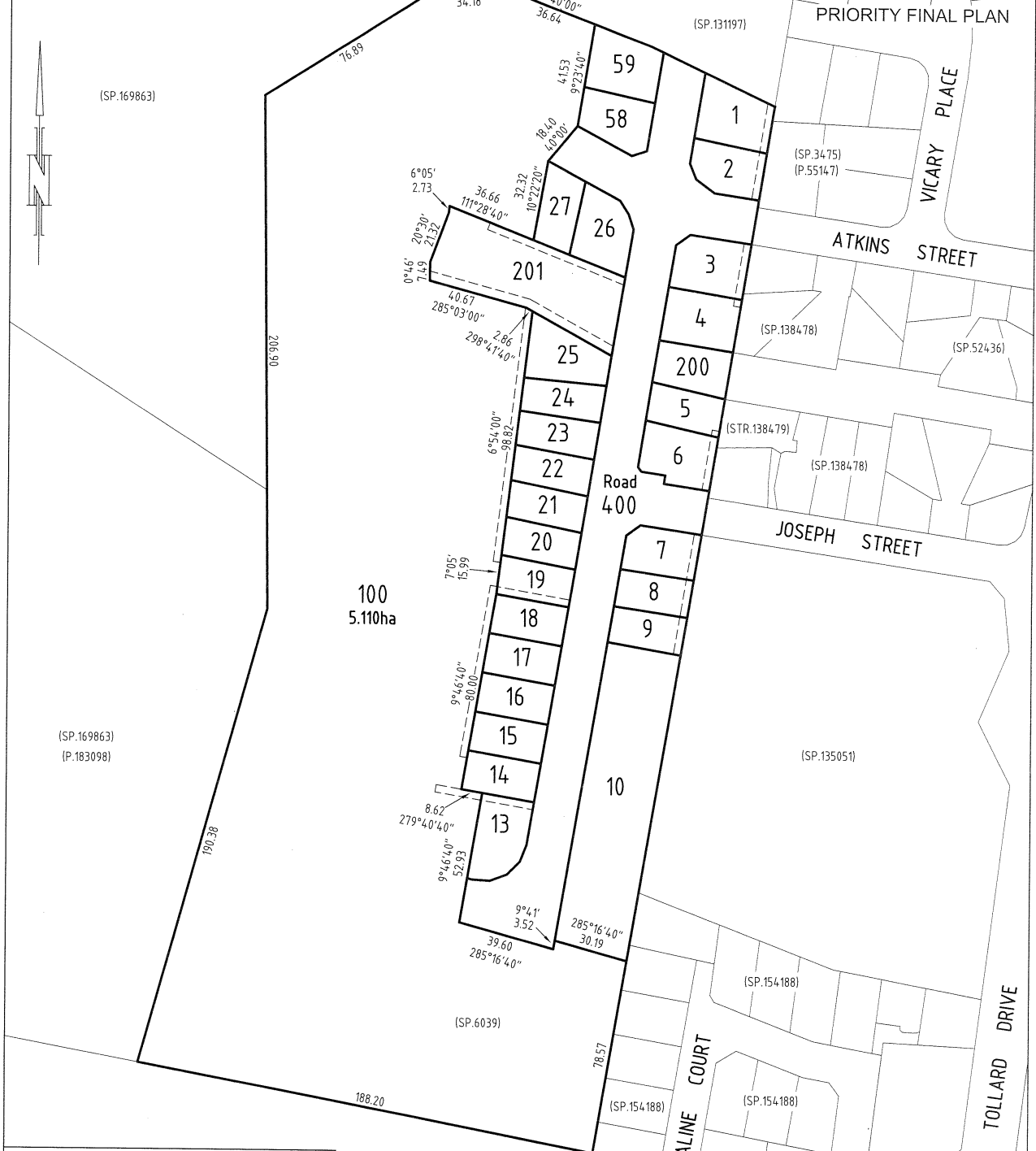
Signature: 
Name: **Eugenia Papastamatis**
PLEASE PRINT
Director/Secretary *
* Delete as appropriate

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

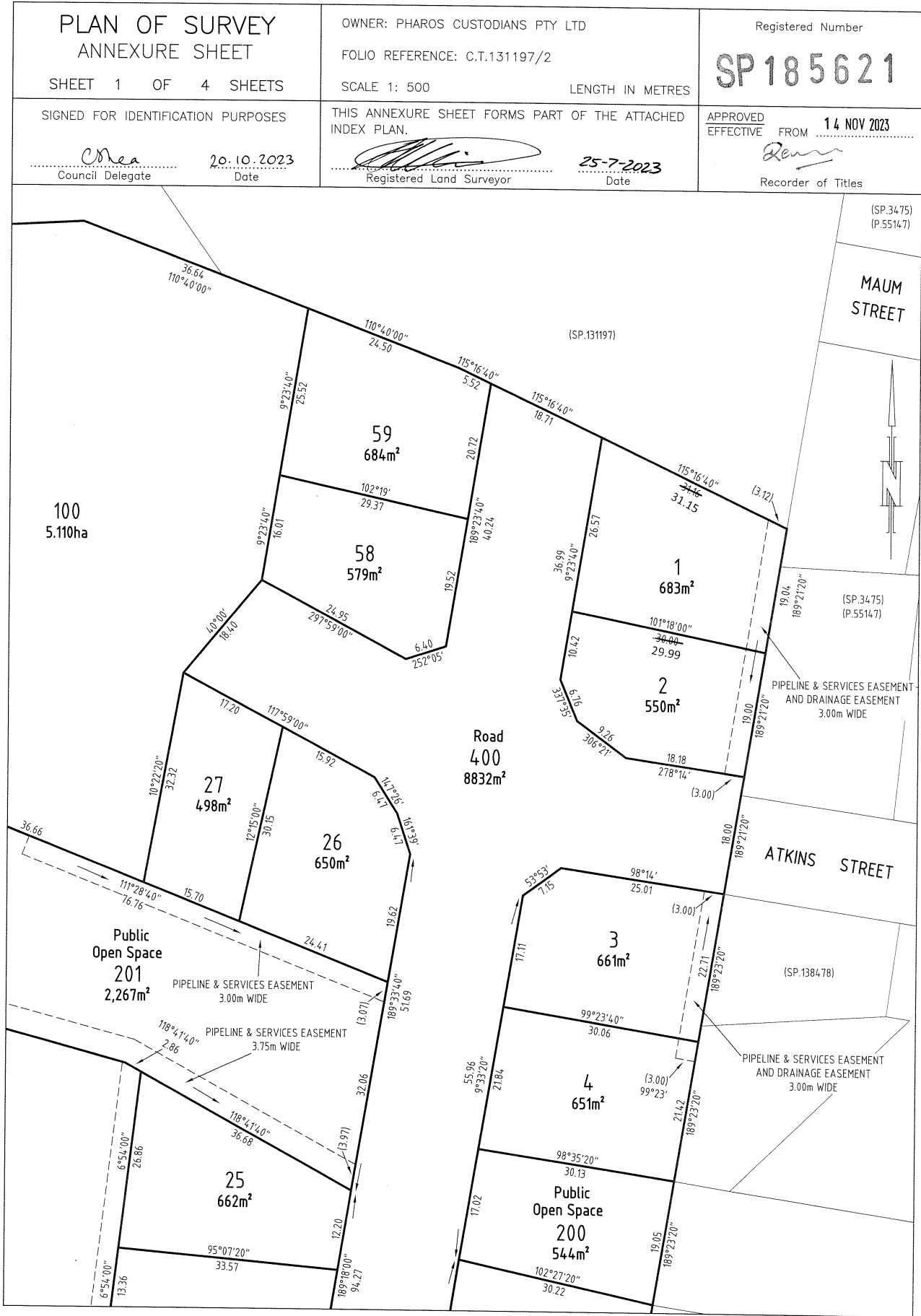
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EP. 

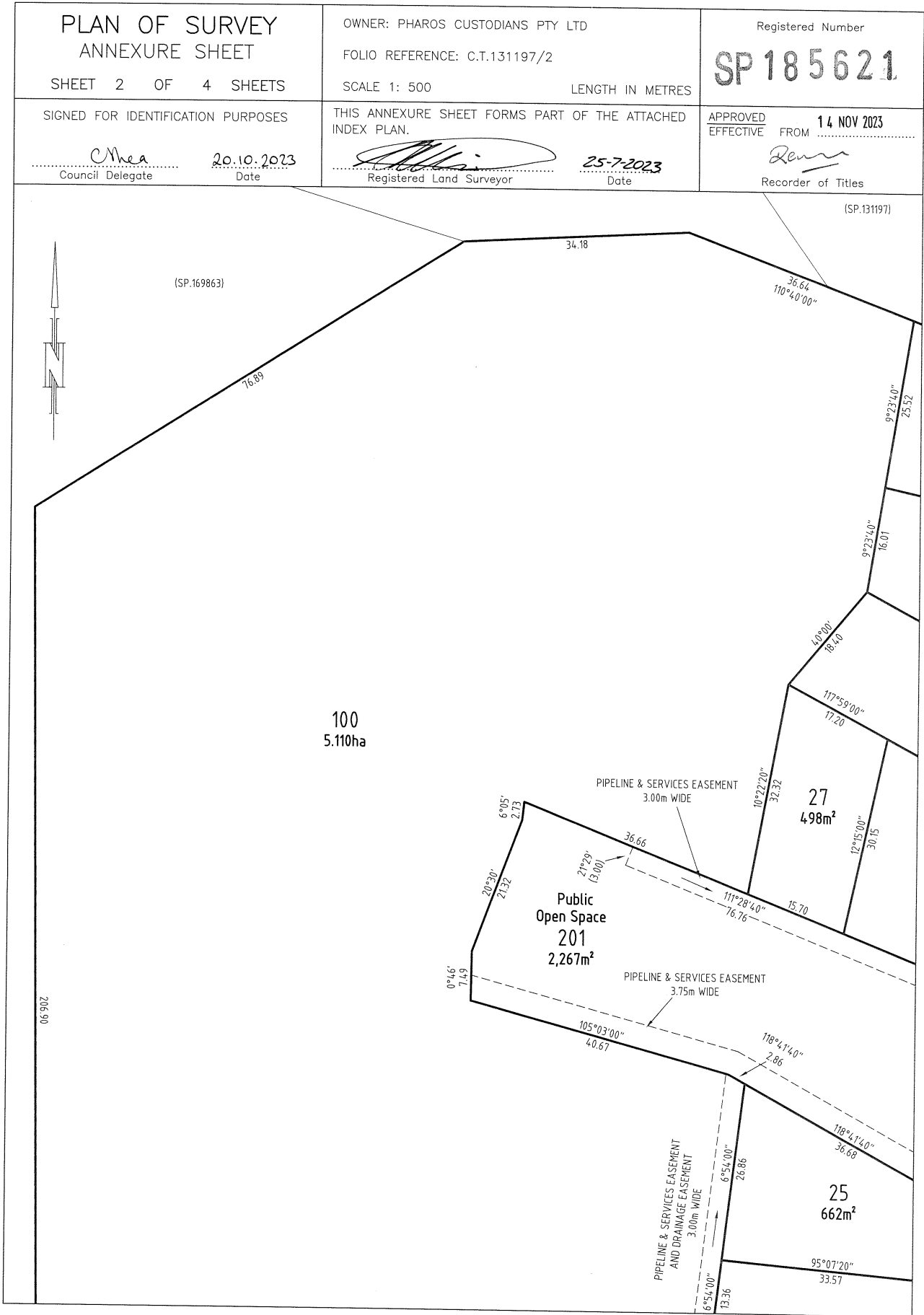
OWNER PHAROS CUSTODIANS PTY LTD	PLAN OF SURVEY BY SURVEYOR ANDREW STEPHEN BIRCH ROGERSON AND BIRCH SURVEYORS UNIT 1 - 2 KENNEDY DRIVE, CAMBRIDGE PARK PH 6248-5898 MOB. 0419-594-966	Registered Number SP 185621
FOLIO REFERENCE C.T.131197/2		APPROVED EFFECTIVE FROM ... 1.4. NOV. 2023 <i>Deena</i> Recorder of Titles
GRANTEE PART OF 730 ACRES GTD TO F. BUTLER & ANOR	CITY OF CLARENCE SCALE 1: 1500 LENGTHS IN METRES	

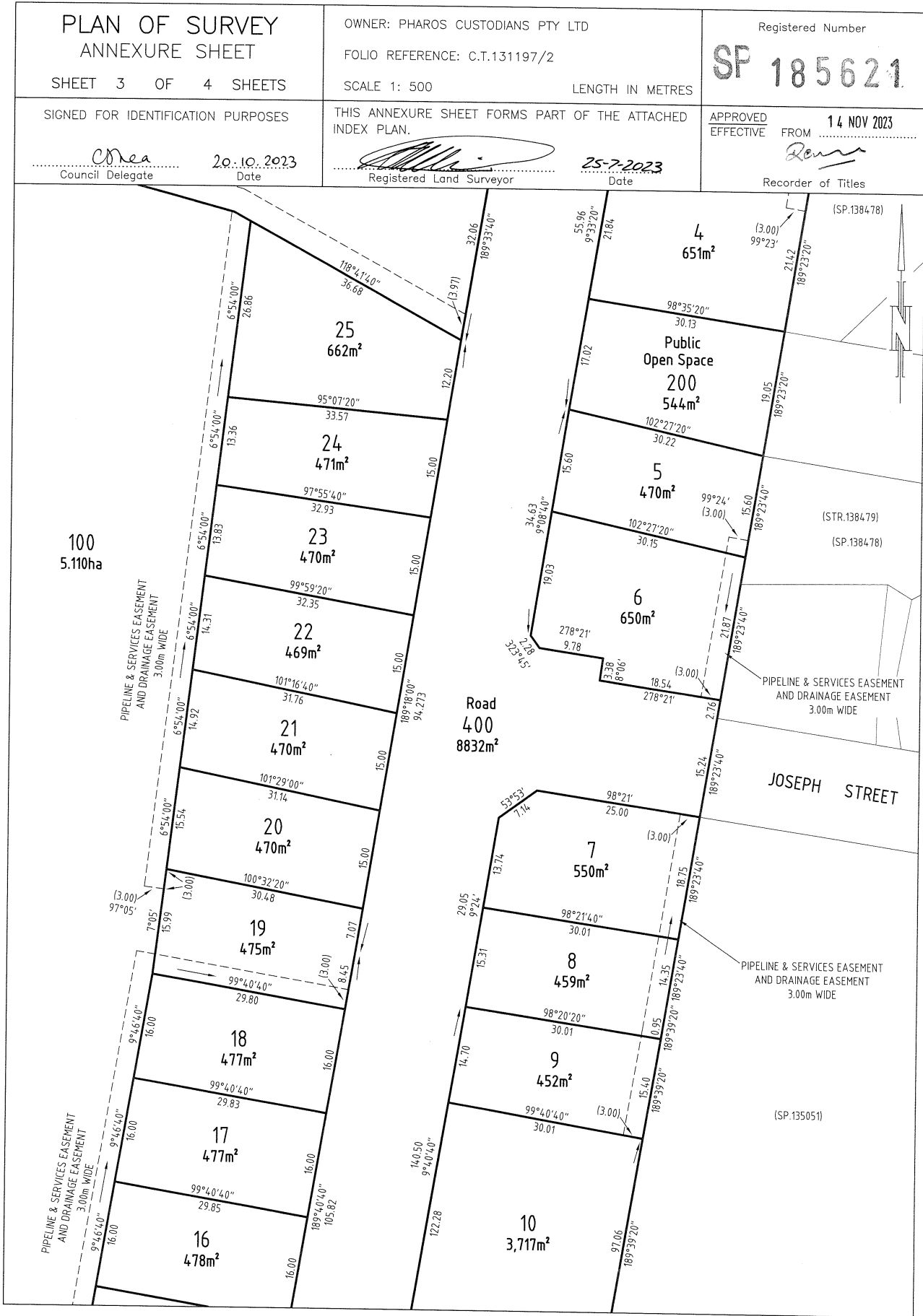
LOT 100 IS COMPILED FROM C.T.131197/2 & THIS SURVEY **INDEX PLAN** ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN

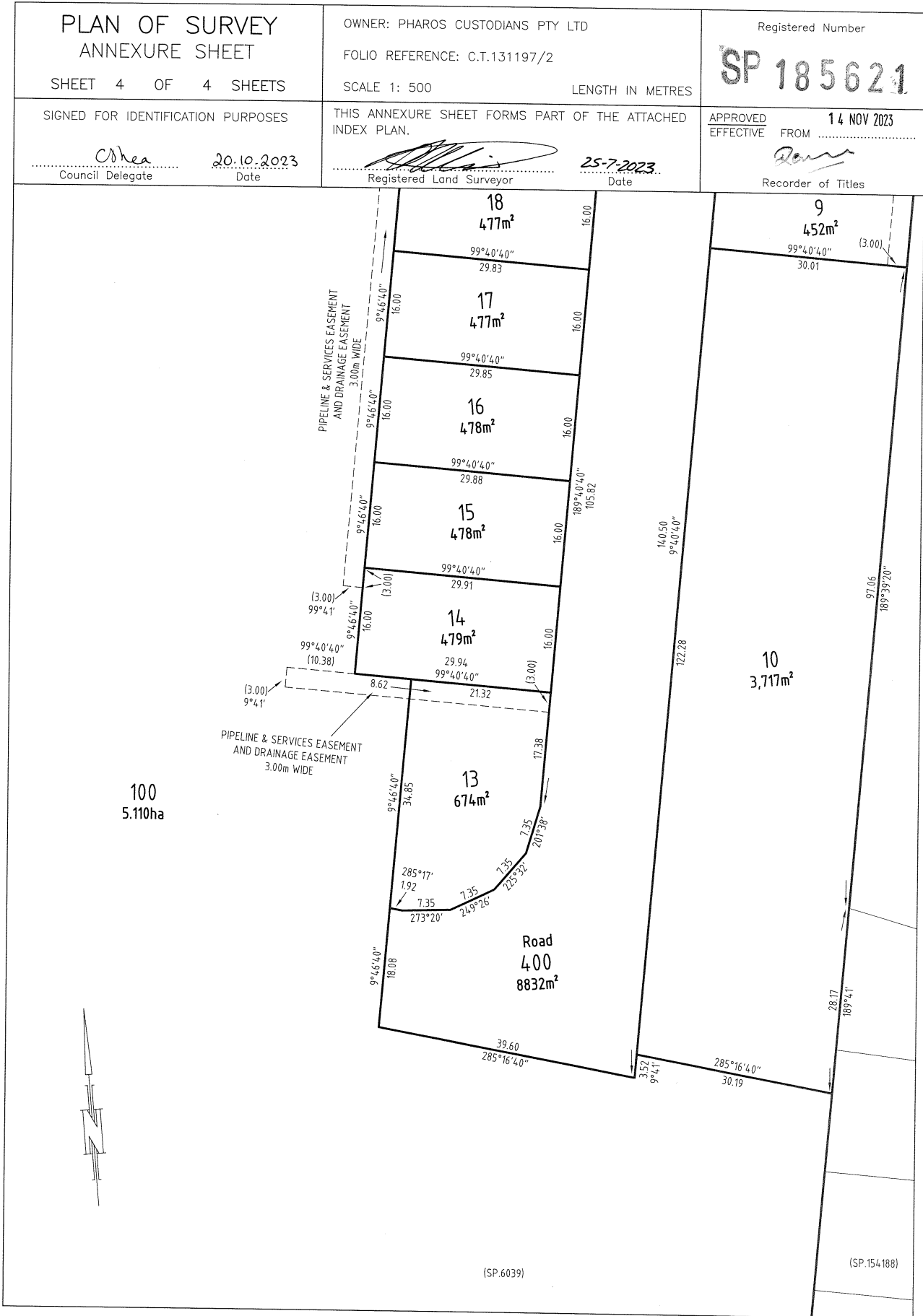


<i>[Signature]</i> Registered Land Surveyor	25-7-2023 Date	(P.135052)	<i>[Signature]</i> Council Delegate <i>Clare Shea</i>	20-10-2023 Date
--	-------------------	------------	--	--------------------









SEARCH OF TORRENS TITLE

VOLUME 185621	FOLIO 2
EDITION 1	DATE OF ISSUE 14-Nov-2023

SEARCH DATE : 20-Dec-2023

SEARCH TIME : 08.12 AM

DESCRIPTION OF LAND

City of CLARENCE
 Lot 2 on Sealed Plan 185621
 Derivation : Part of 730 Acres Gtd. to F. Butler & Anor
 Prior CT 131197/2

SCHEDULE 1

M830023 TRANSFER to PHAROS CUSTODIANS PTY LTD Registered
 24-Jul-2020 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 SP185621 EASEMENTS in Schedule of Easements
 SP185621 COVENANTS in Schedule of Easements
 SP185621 FENCING COVENANT in Schedule of Easements
 SP131197 FENCING PROVISION in Schedule of Easements
 E331971 AGREEMENT pursuant to Section 78 of the Land Use
 Planning and Approvals Act 1993 Registered
 14-Nov-2023 at 12.01 PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

TASMANIAN LAND TITLES OFFICE

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



E331971

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
131197	2		

REGISTERED PROPRIETOR:

PHAROS CUSTODIANS PTY LTD (ACN 131 759 807) of registered office 3 Warneford Street, Hobart in Tasmania

PLANNING AUTHORITY:

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

We CLARENCE CITY COUNCIL

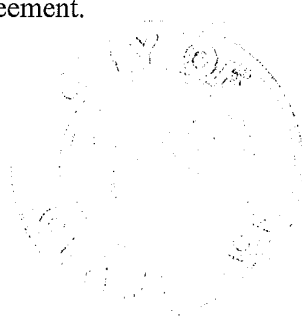
of 38 Bligh Street, Rosny Park in Tasmania

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

The abovenamed Planning Authority holds the original executed Agreement.

Date: 6th October 2023.

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



Signed: *CShea*
(on behalf of the Planning Authority)

Land Titles Office Use Only

LUA
Version 2 (TOLD)

REGISTERED IN TASMANIA
14 NOV 2023
RECORDER OF TITLES

THE BACK OF THIS FORM MUST NOT BE USED



Clarence... a brighter place

PART 5 AGREEMENT

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

AND

PHAROS CUSTODIANS PTY LTD
(ACN 131 759 807)
("THE OWNER")

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

Clarence City Council and Pharos Custodians Pty Ltd
Ref No. PDPART5-2023/038049
22 Atkins Street, Rokeby in Tasmania

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

S. Harter
Administration officer

This Agreement is made on the 6th day of October 2023

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

and

PHAROS CUSTODIANS PTY LTD (ACN 131 759 807) whose registered office is situate at 3 Warneford Street, Hobart in Tasmania ("**Owner**")

RECITALS

- A. Council is the planning authority under the *Land Use Planning and Approvals Act 1993 (Tas)* ("**Act**") and for the purposes of the Tasmanian Planning Scheme – Clarence ("**Planning Scheme**").
- B. The Owner is the registered proprietor of 22 Atkins Street, Rokeby in Tasmania more particularly described in Certificate of Title Volume 131197 Folio 2 ("**Land**").
- C. On 17 September 2021 Council issued a planning permit PDPLANPMTD-2021/019000 to the Owner for a 60 Lot Subdivision at 22 Atkins Street, Rokeby ("**Permit**").
- D. It was a condition of the Permit that the Owners of the Land enter into a Part 5 Agreement providing for the implementation and maintenance of hazard management areas identified in the Bushfire Report.
- E. Council have agreed to enter into this Part 5 Agreement ("**Agreement**") with the Owner pursuant to section 71(1) of the Act as required by the Permit to provide for the ongoing responsibility for the implementation and maintenance of hazard management areas at the Land.

Clarence City Council and Pharos Custodians Pty Ltd
Ref No. PDPART5-2023/038049
22 Atkins Street, Rokeby in Tasmania

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S Harris
Administration officer

OPERATIVE PART

1. DEFINITIONS and INTERPRETATION

1.1. In this Agreement, unless the contrary intention appears:

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

Approved Subdivision Plan means the plan annexed to this Agreement and marked "Annexure A".

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

Bushfire Report means the report prepared by Johnstone McGee and Gandy Pty Ltd (JMG) dated August 2023, annexed and marked "Annexure B".

Hazard Management Area (HMA) means the entire site comprising the Land and shown on the Bushfire Hazard Management Plan.

Land means 22 Atkins Street, Rokeby in Tasmania, comprised in Certificate of Title Volume 131197 Folio 2.

1.2. INTERPRETATION

In this Agreement:

- a. the expression "Owner":
 - i. can mean more than one person;
 - ii. includes the successors and assigns of the Owner;
 - iii. includes any person deriving title to the Land or any part of the Land from the Owner;
- b. where the Owner comprises more than one person, those persons are jointly and each of them is severally liable under this Agreement;
- c. clause headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- d. a recital, schedule, annexure or a description of the parties forms part of this Agreement;

Clarence City Council and Pharos Custodians Pty Ltd
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22 Atkins Street, Rokeby in Tasmania

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Administration officer

- e. where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning; and
- f. a party includes its successors assigns, executors and administrators.

2. COVENANTS ON THE PART OF THE OWNER

2.1 The Owner covenants with Council to:

- a) to develop the lots in accordance with the bushfire protection measures outlined in the Bushfire Report and Bushfire Hazard Management Plan, which provides building areas and hazard management areas for a dwelling constructed to BAL 19. If a dwelling is to be constructed to a higher BAL rating, a revised bushfire report and bushfire hazard management plan is required to be prepared by an accredited bushfire practitioner and must e provided to the satisfaction of the Head of City Planning at Council to demonstrate that all hazard management areas can be contained within the Land; and
- b) following the measures carried out in accordance with **clause 2.1(a)**, thereafter maintain at all times the HMA in the modified condition required by the Bushfire Report.

2.2 The Owner agrees:

- a) to take all reasonable care in accessing the HMA;
- b) to only do so much as is reasonably necessary to clear and maintain the HMA to the extent required by the covenant in **clause 2.1(a)** and **clause 2.1(b)**;
- c) to not break the surface of the HMA except where, it is necessary to do so to remove tree stumps;
- d) so far as reasonably practicable, to make good any damage done to the surface of the HMA in doing any works necessary for the implementation of this Agreement;

Clarence City Council and Pharos Custodians Pty Ltd
Ref No. PDPART5-2023/038049
22 Atkins Street, Rokeby in Tasmania

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S. Harris
Administration Officer

- e) to remove at its cost all vegetation including felled trees from the HMA;
and
- f) to not use herbicides in the course of carrying out the bushfire protection measures on the HMA.

3. ENFORCEMENT

- 3.1 Council may enforce the covenant in this Agreement relating to the HMA at its sole discretion. The Owner agrees that Council has no enforcement obligation in respect of this Agreement. Enforcement of this Agreement is to be at the suit of or by action by such of the Owner or owners of the subdivided lots who from time to time may feel aggrieved by any conduct, act or omission on the part of the other.

4. RELEASES AND INDEMNITIES BY THE OWNER

- 4.1 To the fullest extent allowable at law the Owner releases and indemnifies Council jointly and severally from any claim, expense, liability, loss or injury including death arising from or connected with:
- a) anything done on the HMA, its agents or contractors, in exercising the rights conferred by this Agreement except where and to the extent that any such claim, expense, liability, loss or injury including death is caused or contributed to by any negligent act or omission on the part of Council; or
 - b) any failure on the Owner's part to implement the bushfire protection measures contained within the Report and maintain the HMA in accordance with the Owner's rights and obligations under this Agreement.

Clarence City Council and Pharos Custodians Pty Ltd
Ref No. PDPART5-2023/038049
22 Atkins Street, Rokeby in Tasmania

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S Harris
Administration officer

5. LEGAL RIGHTS AND INTERESTS OF OWNER LIMITED

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

6 DISPUTE

- 6.1 If a dispute arises between the parties under this Agreement, then (except in the case of action required to be taken under statute) the parties agree that it must be resolved expeditiously in accordance with the provisions of this clause.
- 6.2 If a dispute arises requiring resolution, a party must serve a notice on the other specifying the nature and substance of the matter in dispute.
- 6.3 if, within thirty (30) days of a notice under clause 6.2 being served, the parties are unable to resolve the dispute, then the dispute must be submitted by the parties for resolution under the following sub-clauses.
- 6.4 The matter in dispute must be referred for resolution by a person of appropriate qualifications and experience, as agreed between the parties, who will act as mediator and conduct a mediation concerning the matter in dispute.
- 6.5 The costs of all mediation under this clause are to be shared equally between the parties.
- 6.6 Each of the parties agrees to use their best endeavours to resolve the dispute through mediation.

7 SEVERANCE

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

8 NOTICES

Clarence City Council and Pharos Custodians Pty Ltd
Ref No. PDPART5-2023/038049
22 Atkins Street, Rokeby in Tasmania

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S Marina
Administration officer

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

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

- (a) in the case of hand delivery - when delivered;
- (b) if sent by prepaid post - on the third business day after the date of posting;
- (c) if sent by email, when the recipient becomes capable of receiving the email during ordinary business hours (unless the sender receives an automated message that the email has been delayed or delivery has failed).

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

- (a) in the case of the Council, it is under the hand of the Chief Executive Officer or a duly authorised officer of the Council or the Council's solicitors;
- (b) in the case of the Owner, it is under the hand of the Owner or their solicitor.

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

9. OWNER'S ACKNOWLEDGEMENT

The Owner acknowledges that:

- a) this Agreement is being entered into pursuant to Part 5 of the Act for the purpose of recording on title the agreement between the Owner and Council in relation to Bushfire Hazard Management. It may be registered on the title to the Property by Council at the Owner's cost;
- b) the effect of registration pursuant to the preceding clause will be that the burden and benefit of any covenant contained in this Agreement will run with the Land as if it were a covenant to which section 102(2) of the *Land Titles Act 1980 (Tas)* applies; and
- c) this Agreement is enforceable between the parties to it, and any person deriving title under any such party, as if the Agreement were entered into by

Clarence City Council and Pharos Custodians Pty Ltd
Ref No. PDPART5-2023/038049
22 Atkins Street, Rokeby in Tasmania

I HEREBY CERTIFY THAT
THIS IS A COPY OF THE
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SHAMUS
Administration officer

a fee simple owner of land for the benefit of adjacent land held by the Crown in fee simple that was capable of being benefited by the Agreement and as if that adjacent land continued to be so held by the Crown.

10. COSTS

The Owner and Council agree that:

- a) the Owner must bear the costs and disbursements associated with the preparation, negotiation and registration of this Agreement including any costs or disbursements incurred or to be incurred by Council; and
- b) unless this Agreement provides to the contrary, each party must pay its own costs incurred in the future operation of this Agreement.

11. COUNCIL POWERS

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

12. COMMENCING DATE AND DURATION

This Agreement will:

- a) take effect on the date it is signed by all the parties notwithstanding any delay or failure on the part of the Council in lodging the Agreement with the Recorder of Titles for registration; and
- b) continue in full effect until ended either pursuant to a provision of the Act or by mutual agreement of the parties.

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SNames

Administration officer

EXECUTED by the parties as a deed

Executed on the date appearing on page 2 of this Agreement

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

C.A.S.
.....

Clare Amy Shea
Corporate Secretary



Executed by PHAROS)
CUSTODIANS PTY LTD)
(ACN 131 759 807) in)
accordance with section)
127(1) of the Corporations)
Act 2001 (Cth))

Signature: *[Signature]*
Full Name: *Antonios Papastamatis*

Office: Director / Company Secretary (please circle)

Signature: *[Signature]*
Full Name: *Eugenia Papastamatis*

Office: Director / Company Secretary (please circle)

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[Signature]
Administration officer