

Planning Report

Tasmania JackJumpers High Performance Training Centre

10 Kingston View Drive, Kingston



Date 12 November 2024

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1. Introduction

All Urban Planning Pty Ltd has been engaged by Infrastructure Tasmania of the Department of State Growth to prepare the following planning assessment for a proposal for the Tasmania JackJumpers High Performance Training Centre at 10 Kingston View Drive, Kingston under the provisions of the *Kingborough Interim Planning Scheme 2015* (planning scheme).

The facility will serve the Tasmania Jack Jumpers NBL team and possible future WNBL team. It will be located on land currently occupied by the Hobart Radio Control Car Club (HRCCC) within the Kingborough Sports Precinct.

The land proposed for this new development is currently owned by the Kingborough Council (Council). On 5 August 2024 Council, following the public exhibition of its notice of intent of disposal, unanimously passed a resolution to dispose of land within the Kingborough Sports Precinct to the government to facilitate the development of a High Performance Training Centre for the Tasmania JackJumpers.

Council has agreed to work with the HRCCC to vacate the land to allow for the new development works.

The project will look to further enhance the area as an engaging sports hub forging strong connections to existing community infrastructure within the area.

This report has been updated to reflect updates to the proposal November 2024 including:

- An additional 365m² of floor area has been added to the building footprint to allow for the Gym and Massage strapping area to be relocated outside the original building footprint area of 3,000m².
- Additional amenities have been added including an additional Access WC and alternate entry to the sports courts to accommodate potential community use of the facility outside of the JackJumpers operational hours.
- An additional dedicated players lounge has been added.
- An additional space has been added to allow for the sale of JackJumpers merchandise.
- An additional 60m² has been added to the administration area to better future proof provisions for JackJumpers staff.
- Briefing room and wet recovery locations have flipped to allow for direct connection between wet recovery and the training courts.
- Court store relocated to suit new layout.
- Storage and plant area reconfigured to suit new layout.
- Carpark redesigned with 37 spaces to suit new building footprint.

1.1 Site & Surrounds

The proposal relates to the Kingborough Sports Centre title at 10 Kingston View Drive, Kingston within Certificate of Title 164078/2. The title has an area of 43.45 ha.

Existing facilities within the title include the Kingborough Sports Centre, Kingborough Indoor Cricket Centre and Lightwood Park (Kingborough Lions Soccer Club) positioned to the East. The Kingston Tennis Centre to the southwest and Kingborough Twin Ovals (Kingborough Tigers Football Club) to the south.

There is a group of rural living zoned properties above the site to the northwest on the opposite side of Kingston View Drive.



Figure 1– Site Plan (source annotated from theList)

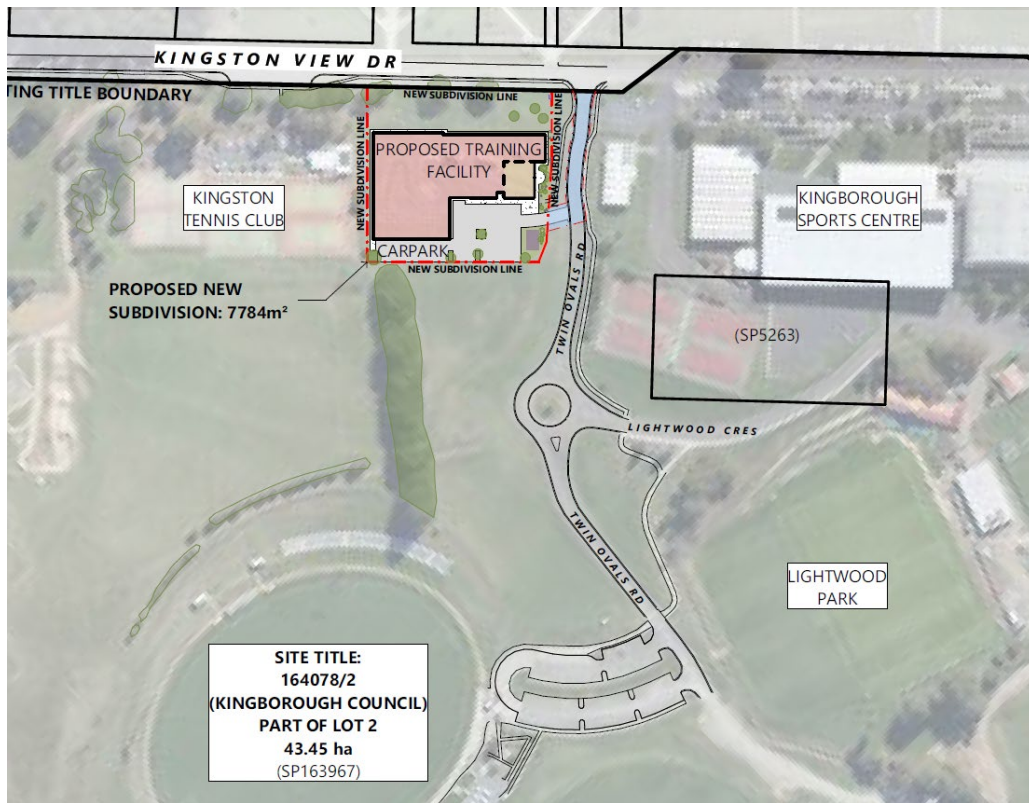


Figure 2 – Proposed Site Plan (Source: ARTAS)

1.2 Title Information

The proposal relates to the following land as shown on Figure 1 above.

Address	Title	Area	Owner
10 Kingston View Drive	164078/2	43.45ha	Kingborough Council
Kingston View Drive road reserve	CT163842/3	9830m ²	Kingborough Council

Copies of these titles including the following schedules of easements requested by Council are included as Appendix A to this report:

- SP138869 Fencing Covenant, Water Supply Restriction and Sewerage and/or Drainage Restriction.
- Covenants listed in SP163842.

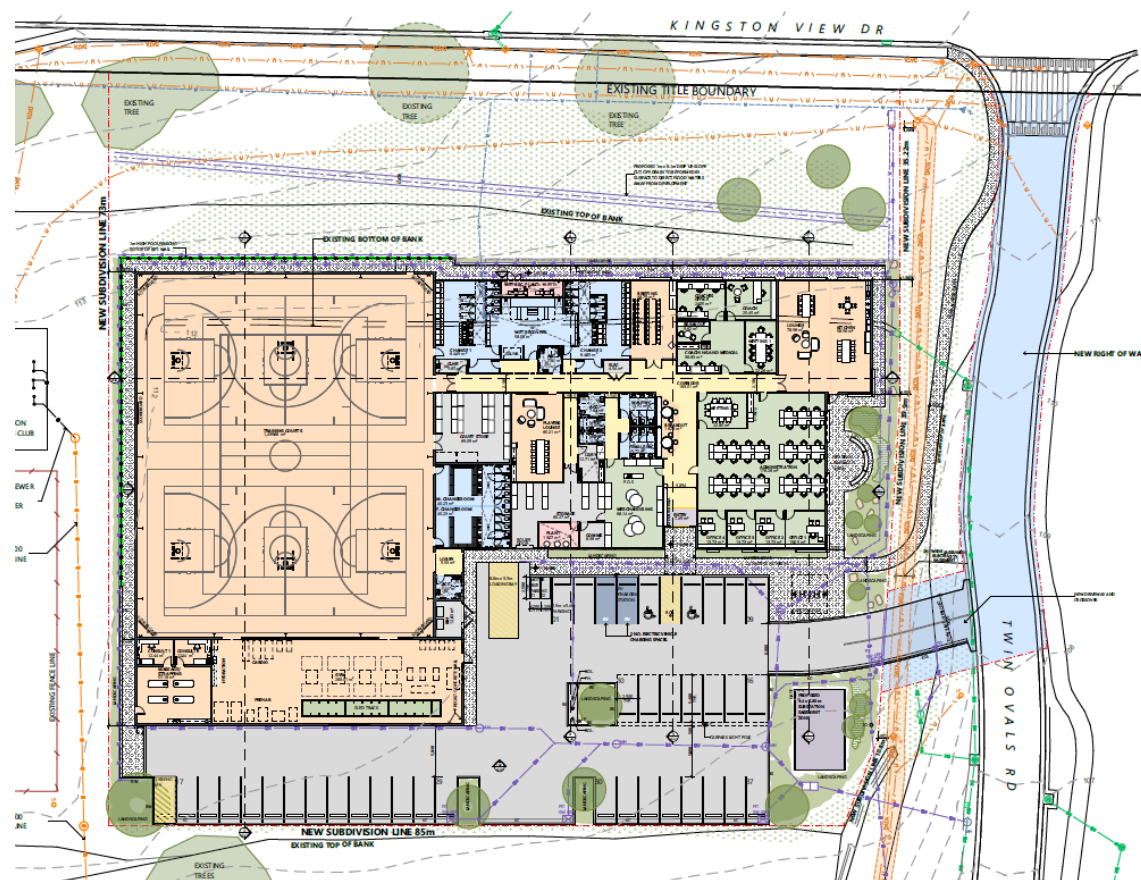


Figure 3 – Proposed Site Floor Plan (Source: ARTAS)

2. Proposal

The proposal is for a High Performance Training Centre for the Tasmania JackJumpers team to provide them with a designated space to conduct their training and operations in one location.

The proposal includes:

- removal of the existing car track, pavilion buildings and 2 trees adjacent to the tennis court boundary
- a 1 lot subdivision of approximately 7785m² to create a new lot including the curtilage of the proposed facility with a right of way over Twin Ovals Road
- construction of a new facility of approximately 3,365m² including court facilities, gymnasium, physiotherapy and recovery areas, medical and rehabilitation facilities and players' change rooms, kitchen and lounge facilities as well as administration, a small merchandising shop and meeting facilities
- 37 carparking spaces including 2 accessible spaces and 2 EV charging spaces and 2 motorcycle spaces, all accessed from Twin Ovals Road
- a covered bicycle rack area
- connection to an outdoor space for users
- 2 x 4m (W) x 6m (H) wall signs that will be externally lit with flood lighting that will be mounted, orientated and baffled to avoid glare and light spill beyond the site
- site landscaping

A new pedestrian crossing at the junction of Kingston View Drive and Twin Ovals Road. These works extend into the Kingston View Drive title, CT 163842/3. The design team will seek for these works to be undertaken by Council to compliment the project as well as improve pedestrian access in the precinct.

The development has been designed to enable future expansion to court infrastructure if required, noting that identified expansion opportunities are on land outside of the proposed subdivision on land owned by Council.

The development will also be designed in a manner that allows for the project scope to be constructed in stages, if required, but the intention is that both Stages 1 and 2 of the main construction works will be constructed in full, concurrently (project budget permitting).

The project stages are as follows:

Stage 1:

- Core Training Facility Components
- Construction Shell for Administration Facility (fit out not included)

Stage 2:

- Administration Facility Fit out

Subdivision timing

It is intended that the proposed subdivision will be sealed prior to commencement of the use of the new facility.

Hours of Operation

The facility will typically operate 9am to 5pm, 7 days. However, approval is sought for flexible use between 7am and 10pm, 7 days.

3. The Planning Scheme

Under Clause 8.10.1 of the planning scheme the planning authority must, in addition to the matters required by ss51(2) of the Act, take into consideration:

- all applicable standards and requirements in this planning scheme; and*
- any representations received pursuant to and in conformity with ss57(5) of the Act, but in the case of the exercise of discretion, only insofar as each such matter is relevant to the particular discretion being exercised.*

A standard in a zone or code is an applicable standard if the proposal is in a zone or is a use or development to which the code applies and the standard deals with a matter that could affect or be affected by the proposed development; Clause 7.5.2.

A standard is defined to mean the objective for a particular planning issue and the means for satisfying that objective through either an acceptable solution or corresponding performance criterion.

Compliance with a standard is achieved by complying with either the acceptable solution or corresponding performance criterion; Clause 7.5.3.

The objective of the standard may be considered to help determine whether the proposed use or development complies with the performance criterion of that standard; Clause 7.5.4.

Where there is a conflict between a provision in a zone and a provision in a code, the code provision prevails; Clause 7.3.4.

3.1 Zoning

The site is zoned Recreation.



Figure 4 – Planning Scheme Zoning

3.2 Code Overlays

The site is covered by the following mapped overlays as shown in Figure 5 below:

- Scenic Landscape Area
- A Bushfire Prone Area (outside the footprint of the proposed facility but affecting the southern area of the balance title)
- Two small areas of Low Landslide Hazard (outside the footprint of the proposed facility but affecting small areas of the southern area of the balance title)
- An area of Waterway and Coastal Protection (along the southwestern side boundary of the balance title)
- An area of Biodiversity Protection (in the southern corner of the balance title).

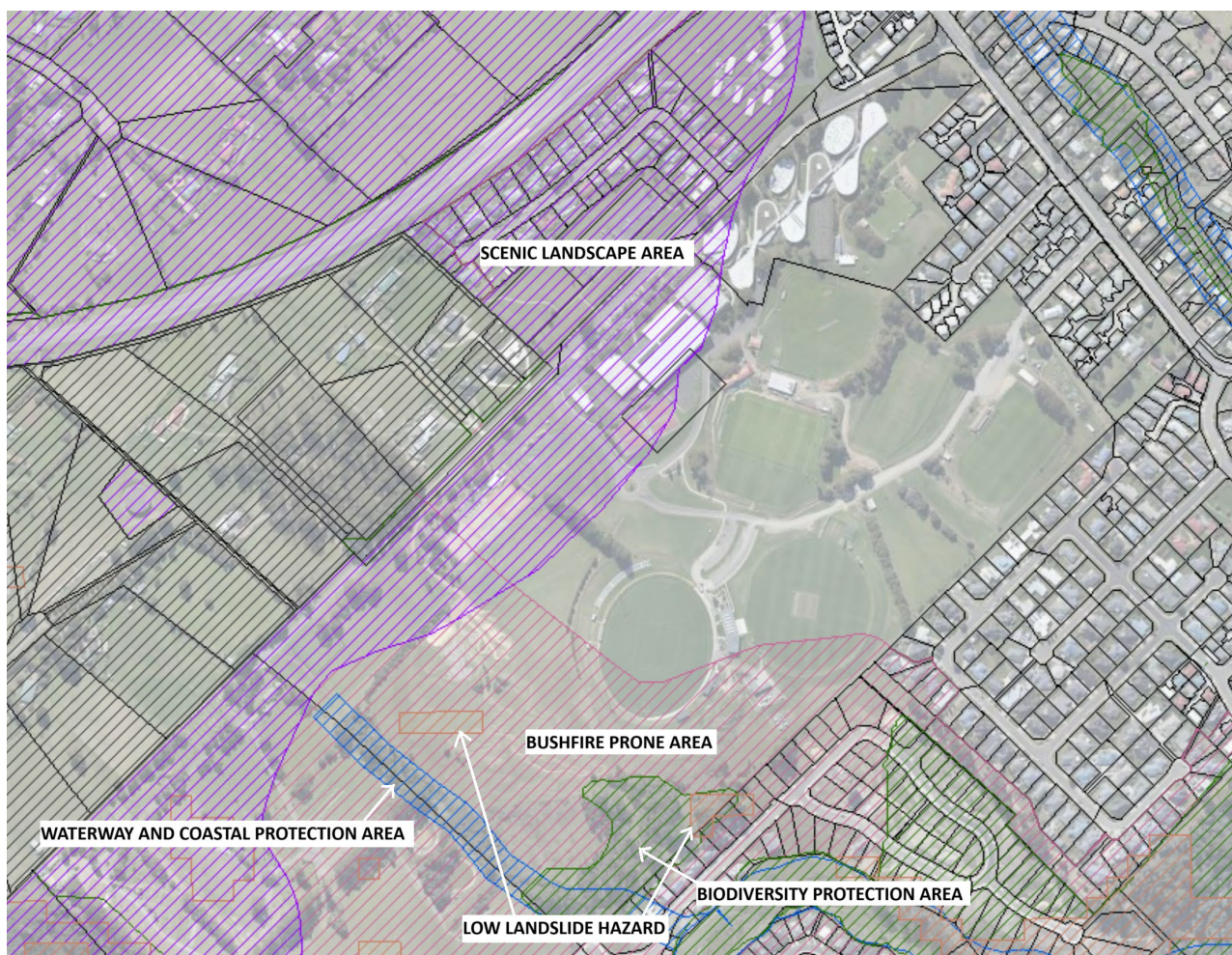


Figure 5 – Planning Scheme Overlay (Source: theList)

3.3 Use

Under the planning scheme, uses are to be categorised into one of the Use Classes in Table 8.2. Where a use or development is directly associated with and a subservient part of another use on the same site it must be categorised into the same Use Class as that other use (Clause 8.2.2). If more than one use or development is proposed, each use that is not directly associated with and subservient to another use on the same site must be individually categorised into a Use Class (Clause 8.2.5).

It is considered that the proposed High Performance Training Centre including sports courts, clubrooms, fitness centre/ gymnasium, player and coaching facilities fit within the definition of *Sport and Recreation* meaning *the use of land for organized or competitive recreation or sporting purposes including associated clubrooms*.

It is considered that the administrative, meeting and other peripheral activities including the 68m² shop for the sale of JackJumpers merchandise associated with the proposal are directly related to and a subservient part of the competitive sporting and associated clubrooms use of the site and should also be categorised into the same Sport and Recreation Use Class (Clause 8.2.2). In support of this position it is noted that:

- the merchandising shop is for the sale of JackJumpers merchandise only; and

- the administrative functions are to support the operation and promotion of the JackJumpers team only.

4. Recreation Zone

The proposal is consistent with the Purpose of the Recreation Zone which is:

- *To provide for a range of active and organised recreational use or development and complementary uses that do not impact adversely on the recreational use of the land.*
- *To encourage open space networks that are linked through the provision of walking and cycle trails.*

Local Area Objectives Kingborough Sports Centre Precinct:

Local Area Objectives:	Implementation Strategy
<i>The Sports Centre Precinct will be utilised for a wide range of public sporting and community based activities.</i>	<i>Future development within the Sports Centre Precinct (being the property owned by Kingborough Council) will be consistent with the master plan for the site as adopted by Kingborough Council.</i>

Desired Future Character Statements Kingborough Sports Centre Precinct:

Desired Future Character Statements	Implementation Strategy
<i>This Precinct will provide a wide range of high quality facilities and associated infrastructure that best meet the sporting and community needs of the Kingborough community.</i>	<i>Existing facilities will be upgraded as necessary and new facilities provided to satisfy increased demand or emerging interests.</i>

Sports and recreation is a No Permit Required Use in the Recreation Zone if provided by the Council or an agency or otherwise Permitted. This status means the proposed use is consistent with the Purpose of the Zone and therefore acceptable. The Local Area Objectives and Desired Future Character Statement do not apply to assessment of the proposed use.

4.1 Use Standards (18.3)

The following Use Standards apply to this site that is within 50m of the Rural Living zoned properties on the top side of Kingston View Drive.

Hours of operation (18.3.1)

Objective: To ensure that hours of operation near a residential zone do not result in unreasonable adverse impact on residential amenity.

Acceptable Solution	Performance Criteria
A1 <i>Hours of operation of a use within 50 m of a residential zone must be within:</i>	P1 <i>Hours of operation of a use within 50 m of a residential zone must not have an unreasonable impact upon the residential amenity of land in a</i>

<p>(a) 7.00 am to 8.00 pm Mondays to Fridays inclusive;</p> <p>(b) 8.00 am to 6.00 pm Saturdays;</p> <p>(c) 10.00 am to 5.00 pm Sundays and Public Holidays; except for office and administrative tasks.</p>	<p>residential zone through commercial vehicle movements, noise or other emissions that are unreasonable in their timing, duration or extent.</p>
<p>Comment:</p> <p>The proposal will typically operate between the hours of 9am and 5pm, 7 days but approval is sought for flexible use of the facility between 7am and 10pm, 7 days. The proposal therefore does not comply with A1 and must demonstrate compliance with P1.</p> <p>The accompanying noise assessment confirms that the proposal will not have an unreasonable impact upon the residential amenity of land in the Rural Living zone through commercial vehicle movements or noise emissions that are unreasonable in their timing, duration or extent. No other emissions are expected from the site that will impact the amenity of these nearby residential uses. The proposal is considered to comply with P1.</p> <p>The potential for impacts from light emissions are assessed under the Lighting standard (18.3.3) below to the extent that they are relevant.</p>	

Noise (18.3.2)

Objective: To ensure that noise emissions near a residential zone do not result in unreasonable adverse impact on residential amenity.

Acceptable Solution	Performance criteria
<p>A1</p> <p>Noise emissions measured at the boundary of a residential zone must not exceed the following:</p> <p>(a) 55dB(A) (LAeq) between the hours of 7.00 am to 7.00 pm;</p> <p>(b) 5dB(A) above the background (LA90) level or 40dB(A) (LAeq), whichever is the lower, between the hours of 7.00 pm and 7.00 am;</p> <p>(c) 65dB(A) (LAm_{ax}) at any time. Measurement of noise levels must be in accordance with the methods in the <i>Tasmanian Noise Measurement Procedures Manual, second edition, July 2008, issued by the Director of Environmental Management, including adjustment of noise levels for tonality and impulsiveness.</i></p> <p>Noise levels are to be averaged over a 15 minute time interval.</p>	<p>P1</p> <p>Noise emissions measured at the boundary of a residential zone must not cause environmental harm within the residential zone.</p>

<p>Comment</p> <p>The accompanying noise assessment confirms that the proposal will not exceed the noise limits in A1.</p>	
<p>A2</p> <p><i>External amplified loud speakers or music must not be used within 50 m of a residential zone.</i></p>	<p>P2</p> <p>Noise emissions measured at the boundary of a residential zone must not cause environmental harm within the residential zone.</p>
<p>Comment:</p> <p>The proposal does not involve external use of amplified speakers or music and complies with A2.</p>	

External Lighting (18.3.3)

Objectives: To ensure that external lighting does not have unreasonable impact on residential amenity on land within a residential zone.

Acceptable Solution	Performance Criteria
<p>A1</p> <p><i>External lighting, other than flood lighting of sport and recreation facilities, within 50 m of a residential zone must comply with all of the following:</i></p> <p><i>(a) be turned off between 9:00 pm and 6:00 am, except for security lighting;</i></p> <p><i>(b) security lighting must be baffled to ensure they do not cause emission of light outside the zone.</i></p>	<p>P1</p> <p><i>External lighting, other than flood lighting of sport and recreation facilities, within 50 m of a residential zone must not adversely affect the amenity of adjoining residential areas R1, having regard to all of the following:</i></p> <p><i>(a) level of illumination and duration of lighting;</i></p> <p><i>(b) distance to habitable rooms in an adjacent dwelling.</i></p>
<p><i>18.3.3.R1 Obtrusive light defined under AS 4282-1997-1.4.7 means: ...spill light which, because of quantitative, directional or spectral attributes in a given context, gives rise to annoyance, discomfort, distraction or a reduction in the ability to see essential information, eg. Signal lights.</i></p>	
<p>Comment:</p> <p>This standard does not apply to floodlighting of sports and recreation facilities and therefore does not apply to this proposal. Any external lighting will be turned off between 9pm and 6am other than security lighting that will be baffled to avoid emission of light outside the zone.</p>	

Commercial Vehicle Movements (18.3.4)

Objective: To ensure that commercial and patron vehicle movements not have unreasonable impact on residential amenity on land within a residential zone.

Acceptable Solution	Performance Criteria
<p>A1</p> <p><i>Commercial and patron vehicle movements, (including loading and unloading and garbage</i></p>	<p>P1</p> <p><i>Commercial and patron vehicle movements, (including loading and unloading and garbage</i></p>

<p>removal), to or from a site within 50 m of a residential zone must be within the hours of:</p> <p>(a) 7.00 am to 9.00 pm Mondays to Fridays inclusive;</p> <p>(b) 8.00 am to 7.00 pm Saturdays;</p> <p>(c) 10.00 am to 6.00 pm Sundays and Public Holidays.</p>	<p>removal), to or from a site within 50 m of a residential zone must not result in unreasonable adverse impact upon residential amenity having regard to all of the following:</p> <p>(a) the time and duration of commercial vehicle movements;</p> <p>(b) the number and frequency of commercial vehicle movements;</p> <p>(c) the size of commercial vehicles involved;</p> <p>(d) the ability of the site to accommodate commercial vehicle turning movements, including the amount of reversing (including associated warning noise);</p> <p>(e) noise reducing structures between vehicle movement areas and dwellings;</p> <p>(f) the level of traffic on the road;</p> <p>(g) the potential for conflicts with other traffic.</p>
<p>Comment:</p> <p>Having regard to the accompanying traffic and noise impact assessments, to the extent that the proposal may involve commercial or patron movements outside the permitted hours under A1 it is considered that they will be limited and not result in an unreasonable adverse impact upon residential amenity. The proposal is considered to satisfy P1.</p>	

4.2 Development Standards for Buildings and Works (18.4)

Building Height (18.4.1)

Acceptable Solution	Performance criteria
<p>A1</p> <p>Building height must be no more than: 10 m.</p>	<p>P1</p> <p>Building height must satisfy all of the following: be compatible with the scale of nearby buildings;</p> <p>(a) be consistent with any Desired Future Character Statements provided for the area;</p> <p>(b) not unreasonably overshadow adjacent public space;</p> <p>(c) be compatible with the scale of nearby buildings</p>

<p>Comment:</p> <p>The proposal does not exceed a building height of 10m above natural ground level and therefore complies with A1.</p>	
<p>A2</p> <p><i>Building height within 10 m of a residential zone must be no more than 8.5 m.</i></p>	<p>P2</p> <p>Building height within 10 m of a residential zone must be compatible with the building height of existing buildings on adjoining lots in the residential zone.</p>
<p>Comment:</p> <p>The proposal does not involve building within 10m of the boundary with a residential zone and this standard does not apply.</p>	

Setback (18.4.2)

Objective:

To ensure that building setback contributes positively to the streetscape and does not result in unreasonable impact on residential amenity of land in a residential zone.

Acceptable Solution	Performance Criteria
<p>A1</p> <p><i>Building setback from frontage must be no less than:</i></p> <p><i>20 m, if fronting Channel Highway.</i></p> <p><i>10 m, if fronting any other street.</i></p>	<p>P1</p> <p><i>Building setback from frontage must satisfy all of the following:</i></p> <p><i>(a) be consistent with any Desired Future Character Statements provided for the area;</i></p> <p><i>(b) enhance the characteristics of the site, adjoining lots and the streetscape;</i></p> <p><i>(c) be compatible with the setback of adjoining buildings, generally maintaining a continuous building line if evident in the streetscape;</i></p> <p><i>(d) provide for small variations in building alignment only where appropriate to break up long building facades, provided that no potential concealment or entrapment opportunity is created;</i></p>
<p>Comment:</p> <p>The proposal is to be setback 22m from the Kingston View Drive frontage of the site and complies with A1.</p>	

Twin Ovals Road is a local access road within the greater Kingborough Sports Centre title and does not create a frontage to the northeast of the proposed facility. There is therefore no setback requirement to the proposed northeastern boundary of the new lot adjacent to Twin Ovals Road.

A2

Building setback from a residential zone must be no less than:

(a) 3 m;

(b) half the height of the wall,

whichever is the greater.

P2

Building setback from a residential zone must be sufficient to prevent unreasonable adverse impacts on residential amenity by: (a) overshadowing and reduction of sunlight to habitable rooms and private open space on adjoining lots to less than 3 hours between 9.00 am and 5.00 pm on June 21 or further decrease sunlight hours if already less than 3 hours; (b) overlooking and loss of privacy; (c) visual impact when viewed from adjoining lots, taking into account aspect and slope.

Comment:

The proposed facility does not share a boundary with a residential zone. This standard therefore does not apply. There are no side or rear boundary setback requirements.

Design (18.4.3)

Objective:

To ensure that building design contributes positively to the streetscape, the amenity and safety of the public and adjoining land in a residential zone.

Acceptable Solution	Performance Criteria
<p>A1</p> <p>Building design must comply with all of the following:</p> <ul style="list-style-type: none"> (a) provide the main pedestrian entrance to the building so that it is clearly visible from the road or publicly accessible areas on the site; (b) for new building or alterations to an existing facade provide windows and door openings at ground floor level in the front façade no less than 40% of the surface area of the ground floor level facade ; (c) for new building or alterations to an existing facade ensure any single expanse of blank wall in the ground level front façade and facades facing other public spaces is not greater than 50% of the length of the facade; (d) screen mechanical plant and miscellaneous equipment such as heat pumps, air conditioning units, switchboards, hot water units or similar from view from the street and other public spaces; (e) incorporate roof-top service infrastructure, including service plants and lift structures, within the design of the roof; (f) provide awnings over the public footpath if existing on the site or on adjoining lots; (g) not include security shutters over windows or doors with a frontage to a street or public place. 	<p>P1</p> <p>Building design must enhance the streetscape by satisfying all of the following:</p> <ul style="list-style-type: none"> (a) provide the main access to the building in a way that addresses the street or other public space boundary; (b) provide windows in the front façade in a way that enhances the streetscape and provides for passive surveillance of public spaces; (c) treat large expanses of blank wall in the front façade and facing other public space boundaries with architectural detail or public art so as to contribute positively to the streetscape and public space; (d) ensure the visual impact of mechanical plant and miscellaneous equipment, such as heat pumps, air conditioning units, switchboards, hot water units or similar, is insignificant when viewed from the street; (e) ensure roof-top service infrastructure, including service plants and lift structures, is screened so as to have insignificant visual impact; (f) not provide awnings over the public footpath only if there is no benefit to the streetscape or pedestrian amenity or if not possible due to physical constraints; (g) only provide shutters where essential for the security of the premises and other alternatives for ensuring security are not feasible; (h) be consistent with any Desired Future Character Statements provided for the area.
<p>Comment:</p> <p>The proposal does not include 40% glazing in the wall facing Kingston View Drive and therefore is to be assessed under P1.</p>	

The proposal is considered to enhance the streetscape of the existing Kingborough Sports Precinct and satisfy P1 as follows:

- a) the main access to the building will face the main carpark area and will be clearly visible from Twin Ovals Road as a main public space thoroughfare through the Sports Precinct. It is considered preferable that the building and its main entry are orientated to the east rather than Kingston View Drive to the west to minimise disturbance to the nearby residents on Kingston View Drive. In this regard the proposal will also contribute positively to the amenity of the residential zone as sought in the Objective for the Standard.
- b) the montages below show that clear glazed windows are included in the façade facing the Kingston View Drive frontage and will provide for passive surveillance to the street from the internal coaching offices and main kitchen/lounge area of the facility. Clear glazed windows are also included from the administration offices to the Twin Ovals Road aspect. These windows will complement the proposed outdoor seating area and break out space for users of the facility on the Twin Ovals Road that will provide additional passive surveillance of the area.
- c) The building elevations and montages demonstrate that the building has been designed with fenestration, colour and architectural detail to articulate the building facades and contribute positively to the streetscape and surrounding spaces of the Sports Precinct.
- d) It is proposed that plant and equipment will be installed on a screened plant deck on the lower roof, behind the parapet wall so that it is located and screened to avoid views from the street. The proposed electrical substation will be suitably screened so that views to it do not have a significant impact on the streetscape appearance.
- e) As discussed in relation to d) above.
- f) The Precinct does not include pedestrian awnings over public footpaths.
- g) The proposal does not involve security shutters.
- h) The design of the proposal will contribute to a wide range of high quality facilities in the Kingborough Sports Precinct and is therefore consistent with the Desired Future Character Statements for the Precinct.





<p>A2</p> <p><i>Walls of a building facing a residential zone must be coloured using colours with a light reflectance value not greater than 40 percent.</i></p>	<p>P2</p> <p><i>No Performance Criteria</i></p>
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Comment:

The accompanying colour pallet shown on the north western and north eastern elevation drawings confirms that the proposed walls facing a residential zone will be coloured with a light reflectance value below 40% and therefore comply with A2.

Passive Surveillance (18.4.4)

Objective:

To ensure that building design provides for the safety of the public.

Acceptable Solution	Performance Criteria
<p>A1</p> <p><i>Buildings design must comply with all of the following:</i></p> <p><i>(a) provide the main pedestrian entrance to the building so that it is clearly visible from the road or publicly accessible areas on the site;</i></p> <p><i>(b) for new buildings or alterations to an existing facade provide windows and door openings at ground floor level in the front façade which amount to no less than 40 % of the surface area of the ground floor level facade;</i></p>	<p>P1</p> <p><i>Buildings design must provide for passive surveillance of public spaces by satisfying all of the following:</i></p> <p><i>(a) provide the main entrance or entrances to a building so that they are clearly visible from nearby buildings and public spaces;</i></p> <p><i>(b) locate windows to adequately overlook the street and adjoining public spaces;</i></p>

<p><i>(c) for new buildings or alterations to an existing facade provide windows and door openings at ground floor level in the façade of any wall which faces a public space or a car park which amount to no less than 30 % of the surface area of the ground floor level facade;</i></p> <p><i>(d) avoid creating entrapment spaces around the building site, such as concealed alcoves near public spaces;</i></p> <p><i>(e) provide external lighting to illuminate car parking areas and pathways;</i></p> <p><i>(f) provide well-lit public access at the ground floor level from any external car park.</i></p>	<p><i>(c) incorporate shop front windows and doors for ground floor shops and offices, so that pedestrians can see into the building and vice versa;</i></p> <p><i>(d) locate external lighting to illuminate any entrapment spaces around the building site;</i></p> <p><i>(e) provide external lighting to illuminate car parking areas and pathways;</i></p> <p><i>(f) design and locate public access to provide high visibility for users and provide clear sight lines between the entrance and adjacent properties and public spaces;</i></p> <p><i>(g) provide for sight lines to other buildings and public spaces.</i></p>
<p>Comment:</p> <p>Similar to discussed above in relation to the Design Standard 18.4.3, the proposal is considered to satisfy P1 in that:</p> <ul style="list-style-type: none"> a) the main access to the building will face the main carpark area and will be clearly visible from Twin Ovals Road as a main public space thoroughfare through the Sports Precinct. b) the montages above show that clear glazed windows are included in the façade facing the Kingston View Drive frontage and will provide for passive surveillance to the street from the internal coaching offices and main kitchen/lounge area of the facility. Clear glazed windows are also included from the administration offices to the Twin Ovals Road aspect. c) as discussed in relation to b) the proposal includes clear glazed windows from the coaching and administrative office spaces to Kingston View Drive and Twin Ovals Road to provide for pedestrian views into the building and vice versa. d) the proposal has been designed to avoid entrapment spaces and includes appropriate lighting of pedestrian areas as required by e). e) the proposal includes carparking and pedestrian lighting. f) the proposal includes the main entry directly visible and with clear sight lines from the main carpark and from Twin Ovals Road - a key thoroughfare in the Sports Precinct. g) the proposal is sited and arranged with active uses and windows that will provide good sight lines to the surrounding Sports Precinct. 	

Landscaping, Outdoor Storage and Fencing (18.4.5-18.4.7)

The proposal is accompanied by a landscaping plan that incorporates landscaping along the Kingston View Drive frontage as required by Clause 18.4.5, A1.

The proposal does not share a boundary with a residential zone and Clause 18.4.5, A2 does not apply.

No outdoor storage areas are included and Clause 18.4.6 does not apply.

The proposal does not include fencing within 4.5m of the frontage or on a common boundary with a residential zone and complies with Clause 18.4.7, A1.

Environmental Values (18.4.8)

Acceptable Solution	Performance Criteria
A1 <i>No trees of high conservation value will be impacted.</i>	P1 <i>Buildings and works are designed and located to avoid, minimise, mitigate and offset impacts on trees of high conservation value.</i>
<p><i>Comment:</i></p> <p>The accompanying arborist’s assessment confirms that the proposal will require the removal of two trees (7 & 8) a Melaleuca and Sticky Wattle respectively. It is understood that these are not high conservation value trees. The proposal complies with A1.</p>	

4.3 Development Standards for Subdivision

Subdivision (18.5.1)

Objective:

To provide for lots appropriate to accommodate development consistent with the Zone Purpose and any relevant Local Area Objectives or Desired Future Character Statements.

Acceptable Solutions	Performance Criteria
A1 <i>Subdivision is for the purpose of providing lots for public open space, a riparian or littoral reserve or utilities.</i>	P1 <i>Subdivision is for the purpose of providing a lot for an allowable use.</i>
<p><i>Assessment:</i></p> <p>The proposed subdivision to accommodate the proposed facility (a Permitted use) satisfies P1.</p>	
A2 <i>The frontage for each lot must be no less than 15 m.</i>	P2 <i>The frontage of each lot must be capable of adequately serving the intended purpose.</i>
<p><i>Assessment:</i></p> <p>The proposal includes a 91m frontage to Kingston View Drive frontage and complies with A2.</p>	
A3 <i>No Acceptable Solution.</i>	P3 <i>The arrangement of ways and public open space within a subdivision must satisfy all of the following:</i>

	<p><i>(a) connections with any adjoining ways are provided through the provision of ways to the common boundary, as appropriate;</i></p> <p><i>(b) connections with any neighbouring land with subdivision potential is provided through the provision of ways to the common boundary, as appropriate;</i></p> <p><i>(c) connections with the neighbourhood road network are provided through the provision of ways to those roads, as appropriate;</i></p> <p><i>(d) convenient access to local shops, community facilities, public open space and public transport routes is provided;</i></p> <p><i>(e) new ways are designed so that adequate passive surveillance will be provided from development on neighbouring land and public roads as appropriate;</i></p> <p><i>(f) provides for a legible movement network;</i></p> <p><i>(g) the route of new ways has regard to any pedestrian & cycle way or public open space plan adopted by the Planning Authority;</i></p> <p><i>(h) Public Open Space must be provided as land or cash in lieu, in accordance with the Kingborough Public Open Space Contribution Policy, Policy 6.3, November 2021.</i></p> <p><i>(i) new ways or extensions to existing ways must be designed to minimise opportunities for entrapment or other criminal behaviour including, but not limited to, having regard to the following:</i></p> <ul style="list-style-type: none"> <i>(i) the width of the way;</i> <i>(ii) the length of the way;</i> <i>(iii) landscaping within the way;</i> <i>(iv) lighting;</i> <i>(v) provision of opportunities for 'loitering';</i> <i>(vi) the shape of the way (avoiding bends, corners or other opportunities for concealment).</i>
<p>Assessment:</p>	

<p>The proposed lot will connect with Kingston View Drive and via right of way over the formation of Twin Ovals Road and is considered to satisfy all matters a) to i) of P3. The proposal would not prevent the formalisation of Twin Ovals Road by proclamation in the future and is considered compatible with Council’s master planning for the Precinct. The Kingborough Sports Precinct includes extensive areas of public open space and recreational land that will be retained under this proposal.</p>	
<p>A4</p> <p><i>Services capable of adequately serving the intended purpose must be connected to each lot</i></p>	<p>P4</p> <p><i>Where reticulated services are unavailable but needed for the intended purpose, the lots must be capable of:</i></p> <p><i>(a) being self sufficient for potable water adequate for the intended purpose;</i></p> <p><i>(b) accommodating an wastewater management system adequate for the intended purpose;</i></p> <p><i>(c) accommodating an on-site stormwater management system adequate for the intended purpose, as the case may be.</i></p>
<p>Assessment:</p> <p>The proposed subdivision includes water, sewer and stormwater connections to the new lot and complies with A4.</p>	
<p>A5</p> <p><i>No trees of high conservation value will be impacted.</i></p>	<p>P5</p> <p><i>The design of each lot minimises, mitigates and offsets impacts on trees of high conservation value.</i></p>
<p>Assessment:</p> <p>The proposed subdivision and associated servicing does not involve any impact to trees of high conservation value and complies with A5.</p>	

5. Planning Scheme Codes

5.1 Bushfire Prone Areas Code (E1.0)

The balance land of the subdivision includes a Bushfire Prone Area. The accompanying advice from an accredited bushfire practitioner confirms that the proposed subdivision is exempt from this Code under Clause E1.4a).

5.2 Potentially Contaminated Land Code (E2.0)

The site is not mapped as potentially contaminated land under the planning scheme. It is also considered unlikely that fill material would have been imported to site from a potentially contaminated source. It is considered that this Code does not apply.

5.3 Landslide Code (E3.0)

The proposal does not involve development other than subdivision over the land that includes two small areas of Low Landslide Hazard on the balance land. The subdivision is also for no more than 2 lots and the proposal is therefore exempt under E3.4(b).

5.4 Road and Railway Assets Codes (E5.0)

An assessment of the proposal against the requirements of this code is summarised in Section 7.1 of the accompanying Traffic Impact Assessment.

5.5 Parking and Access Code (E6.0)

There is no specific car parking requirement for the proposed high-performance training centre under the Parking and Access Code.

The proposal includes lighting of the carparking and pedestrian areas of the site as required under Clause E6.7.7, A1.

An assessment of the proposal against the requirements of this code is summarised in Section 7.1 of the accompanying Traffic Impact Assessment.

5.6 Stormwater Management Code (E7.0)

The requirements of this code are addressed in the accompanying civil engineering drawings and report.

5.7 Attenuation Code (E9.0)

The proposal does not involve a sensitive use within the attenuation distance of a listed activity under Table E9.1 or E9.2 of the planning scheme. This Code does not apply.

5.8 Biodiversity Protection Code (E11.0)

The proposal does not involve clearance and conversion or disturbance of native vegetation within the mapped Biodiversity Protection Area on the balance land and this Code does not apply.

5.9 Waterway and Coastal Protection Code (E11.0)

The proposal does not involve clearing of vegetation or soil disturbance within the mapped waterway and coastal protection area on the balance land and this code does not apply.

5.10 Scenic Landscape Code (E14.0)

The site is located within a mapped Scenic Landscape Area under the planning scheme as shown in Figure 5 above.

The following standards of this code apply:

Appearance of Buildings and Works within Scenic Landscape Areas (E14.7.2)

Objective:

To ensure that buildings and works do not cause an unreasonable change to, or have an unreasonable adverse impact on, the scenic landscape value of Scenic Landscape Areas.

Acceptable Solution	Performance Criteria
<p>A1</p> <p><i>Buildings must comply with one of the following:</i></p> <p><i>(a) not be visible from public spaces;</i></p> <p><i>(b) be an addition or alteration to an existing building that;</i></p> <p><i>(i) increases the gross floor area by no more than 25%;</i></p> <p><i>(ii) does not increase the building height;</i></p> <p><i>(iii) provides external finishes the same or similar to existing.</i></p>	<p>P1</p> <p><i>Buildings visible from public spaces must maintain scenic landscape value by satisfying one or more of the following, as necessary:</i></p> <p><i>(a) have external finishes that are non-reflective and coloured to blend with the landscape;</i></p> <p><i>(b) be designed to:</i></p> <p><i>(i) incorporate low roof lines that follow the natural form of the land;</i></p> <p><i>(ii) minimise visual impact in height and bulk;</i></p> <p><i>(iii) minimise cut and fill;</i></p> <p><i>(c) be located below skylines;</i></p> <p><i>(d) be located to take advantage of any existing native vegetation or exotic vegetation for visual screening purposes.</i></p>
<p>Comment:</p> <p>The proposal will be visible from various west facing public spaces around Kingston and the surrounds of the Kingborough Sports Centre in particular. The proposal can satisfy this standard through any one of the performance criteria a)-d) of P1 and in this case adopts non-reflective finishes that are coloured to blend with the landscape, low roof forms and minimises cut and fill. The proposal is also not located on a skyline.</p> <p>Having regard to these characteristics the proposal complies with parts a), b) and c) of P1 and therefore satisfies this standard.</p>	
<p>A2</p> <p><i>Works must not be visible from public spaces.</i></p>	<p>P2</p> <p><i>Works visible from public spaces must maintain scenic landscape value by satisfying one or more of the following, as necessary;</i></p> <p><i>(a) driveways and access tracks are as close as practical to running parallel with contours and are surfaced with dark materials;</i></p> <p><i>(b) cut and fill is minimised;</i></p> <p><i>(c) surfaces of retaining walls and batters are finished with a natural appearance;</i></p>

	<i>(d) fences are post & wire or other designed of a similarly transparent appearance.</i>
<p>Comment:</p> <p>The proposal complies with P2 in that cut and fill is minimised, the retaining wall sits behind the building and will not be visible in the landscape, the access and parking area run parallel to the contour of the land and the modest fencing is designed with a transparent appearance.</p>	

5.11 Inundation Prone Area Code (E15.0)

The site is not mapped as flood prone on the planning scheme maps. It is however shown as partly flood effected on Council’s flood awareness map. The proposal is accompanied by a flood assessment to address the requirements of this code.

5.12 Signs Code (E17.0)

The proposal includes 2 wall sign panels approximately 4m (w) x 6m (H). One sign will be fixed to the northeast elevation and the other, the southeast elevation.

E17.6 Use Standards

E17.6.1 Use of Signs

Acceptable Solution	Performance Criteria
<p>A1</p> <p><i>A sign must be a permitted sign in Table E.17.3.</i></p>	<p>P1</p> <p><i>A sign must be a discretionary sign in Table E.17.3.</i></p>
<p>Assessment:</p> <p>Wall Signs are Discretionary in the Recreation Zone. The proposed signs comply with P1.</p>	
<p>A2</p> <p><i>A sign associated with the sale of goods or services must relate directly to the use of the building or site to which it is affixed.</i></p>	<p>P2</p> <p><i>No performance criteria.</i></p>
<p>Assessment:</p> <p>The proposed JackJumpers signs are directly associated with the use of the building and comply with A2.</p>	
<p>A3</p> <p><i>A sign must not contain flashing lights, moving parts or moving or changing messages or graphics, except if a Statutory Sign</i></p>	<p>P3</p> <p><i>A sign contain flashing lights, moving parts or moving or changing messages or graphics must not have an unreasonable impact upon the residential amenity of a residential use caused by light shining into windows of habitable</i></p>

	<i>rooms, movement or visual intrusion or cause undue distraction to drivers of motor vehicles.</i>
<p>Assessment:</p> <p>The proposed static signs comply with A3.</p>	
<p>A4</p> <p><i>An illuminated sign must not be located within 30 metres of a residential use, except if a Statutory Sign</i></p>	<p>P4</p> <p><i>An illuminated sign within 30 metres of a residential use must not have an unreasonable impact upon the residential amenity of that use caused by light shining into windows of habitable rooms.</i></p>
<p>Assessment:</p> <p>The proposed signs will be sited more than 30m from the boundary with the closest residential uses at 55 and 59 Kingston View Drive and the therefore comply with A4.</p>	

E17.7 Development Standards

E17.7.1 Standards for Signs

Acceptable Solution	Performance Criteria
<p>A1</p> <p><i>A sign must comply with the standards listed in Table E.17.2 and be a permitted sign in Table E17.3.</i></p>	<p>P1</p> <p><i>A sign not complying with the standards in Table E17.2 or has discretionary status in Table E17.3 must satisfy all of the following:</i></p> <p><i>(a) be integrated into the design of the premises and streetscape so as to be attractive and informative without dominating the building or streetscape;</i></p> <p><i>(b) be of appropriate dimensions so as not to dominate the streetscape or premises on which it is located;</i></p> <p><i>(c) be constructed of materials which are able to be maintained in a satisfactory manner at all times;</i></p> <p><i>(d) not result in loss of amenity to neighbouring properties;</i></p> <p><i>(e) not involve the repetition of messages or information on the same street frontage;</i></p> <p><i>(f) not contribute to or exacerbate visual clutter;</i></p>

	(g) not cause a safety hazard.
<p>Assessment:</p> <p>The proposed wall signs exceed 2m² and are to be assessed under P1.</p> <p>The proposed discretionary signs are considered to satisfy P1 in that:</p> <ul style="list-style-type: none"> a) The integrated signage scheme responds to the design of the facility and is considered to satisfy the requirement to be attractive and informative without dominating the building or streetscape b) The proposed signs are considered of appropriate dimensions for this sport and recreational facility. c) The signs will be constructed with a painted steel face and will be durable and easily maintained d) One sign faces the carpark and the other Twin Ovals Road at the intersection with Kingston View Drive. The signs will either not be visible or will not be prominent from the residential properties on the opposite side of Kingston View Drive e) The simple signage proposal for 2 signs that will be read from different vantage points will not result in repetition of message or information on the same frontage f) As discussed, the signage applies a single sign to two elevations and will not exacerbate visual clutter g) The signs are fixed to the walls of the building and will not obstruct sight lines or cause a safety hazard. 	
<p>A2</p> <p><i>The number of signs per business per street frontage must comply with all of the following:</i></p> <ul style="list-style-type: none"> (a) maximum of 1 of each sign type; (b) maximum of 1 window sign per window; (c) if the street frontage is less than 20 m in length, the maximum number of signs on that frontage is 3; (d) if the street frontage is 20 m in length or greater, the maximum number of signs on that frontage is 6. except for the following sign types, for which there is no limit; (i) Building Site, (ii) Name Plate, (iii) Newspaper Day Bill, (iv) Open/Closed, (v) Real Estate, (vi) Street Number, 	<p>P2</p> <p><i>The number of signs per business per street frontage must:</i></p> <ul style="list-style-type: none"> (a) minimise any increase in the existing level of visual clutter in the streetscape; and where possible, shall reduce any existing visual clutter in the streetscape by replacing existing signs with fewer, more effective signs; (b) reduce the existing level of visual clutter in the streetscape by replacing, where practical, existing signs with fewer, more effective signs; (c) not involve the repetition of messages or information.

<i>(vii) Temporary Sign.</i>	
Assessment: The proposal involves two wall signs on separate frontages and complies with A2.	
A3 <i>Signs must not obscure or prevent or delay a driver from seeing a Statutory Sign or a Tourist Information Sign.</i>	P3 <i>No performance criteria.</i>
Assessment: Complies	
A4 <i>Signs must not resemble Statutory Signs because of the same or similar shape, size, design, colour, letter size or lighting.</i>	P4 <i>No performance criteria.</i>
Assessment: Complies	

6. Conclusion

The proposed sport and recreation facility will serve the Tasmania Jack Jumpers NBL team and possible future WNBL team and is a Permitted Use in the Recreation Zone.

The application is supported by:

- detailed architectural plans, elevations, sections, shadow diagrams and photo montages
- concept landscaping and lighting plans
- civil engineering plans
- a subdivision proposal plan
- Arboriculture, noise, traffic, flood and engineering assessments

Having regard to this specialist documentation this report confirms that the proposal demonstrates a high degree of compliance with the relevant planning scheme provisions including height, siting, traffic, access and noise impacts and will complement the character of the existing Kingborough Sports Precinct without unreasonable impacts to nearby residential properties.

The proposal is recommended for approval as a discretionary application following 14 day public advertising pursuant to Section 57 of the Act.

I would be pleased to discuss or clarify any aspect of the proposal as necessary.

A handwritten signature in blue ink, appearing to read 'Frazer Read', with a stylized flourish at the end.

Frazer Read

Principal

Appendix A

Certificates of Title

SEARCH OF TORRENS TITLE

VOLUME 164078	FOLIO 2
EDITION 1	DATE OF ISSUE 27-Sep-2012

SEARCH DATE : 11-Jul-2024

SEARCH TIME : 08.56 AM

DESCRIPTION OF LAND

Parish of KINGBOROUGH Land District of BUCKINGHAM
 Lot 2 on Sealed Plan 164078
 Derivation : Part of 320 Acres Gtd. to John Foley.
 Prior CTs 163967/1 and 250676/1

SCHEDULE 1

A496344, A496348, A496354, B136584 & C421190 TRANSFER to
 KINGBOROUGH COUNCIL

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 SP164078 EASEMENTS in Schedule of Easements
 SP164078 COVENANTS in Schedule of Easements
 SP163842 FENCING PROVISION in Schedule of Easements
 SP138869 FENCING COVENANT in Schedule of Easements
 SP138869 WATER SUPPLY RESTRICTION
 SP138869 SEWERAGE AND/OR DRAINAGE RESTRICTION
 A509751 CAVEAT by Olive May Geard (as relates to portion of
 the land shown on the Plan attached thereon) Lodged
 13-Jan-1976 at 12.13pm (Filed 16-Jan-1976)

UNREGISTERED DEALINGS AND NOTATIONS

187147 Plan - Pending Lodged by TAS NETWORKS on 27-May-2024
 BP: 187147

SCHEDULE OF EASEMENTS	Registered Number SP164078
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	

PAGE 1 OF 4 PAGE/S
11

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 1 is subject to a Water Supply Easement over the 'WATER SUPPLY EASEMENT (Variable Width)' shown on the Plan in favour of Tasmanian Water and Sewerage Corporation (Southern Region) Pty Ltd (A.C.N 133 654 976).

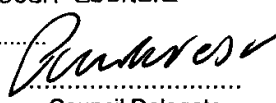
Lot 1 is subject to a Sewer Easement over the 'SEWER EASEMENT 3.00 Wide' shown on the Plan in favour of Tasmanian Water and Sewerage Corporation (Southern Region) Pty Ltd (A.C.N. 133 654 976).

Lot 1 is subject to a Service Easement over the 'SERVICE EASEMENT (Variable Width)' shown on the Plan in favour of Tasmanian Water and Sewerage Corporation (Southern Region) Pty Ltd (A.C.N. 133 654 976).

Lot 1 is subject to a Service Easement over the 'SERVICE EASEMENT (Variable Width)' shown on the Plan in favour of Telstra Corporation Limited (A.C.N 051 775 556).

Lot 1 is subject to a Service Easement over the 'SERVICE EASEMENT (Variable Width)' shown on the Plan in favour of Aurora Energy Pty Ltd (A.C.N. 082 464 622).

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Kingborough Council FOLIO REF: 163976/1 & 250676/1 SOLICITOR & REFERENCE: 30607 AZS	PLAN SEALED BY: KINGBOROUGH COUNCIL DATE: REF NO.  Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 2 OF 6 PAGES 11</p>	<p>Registered Number</p> <p>SP164078</p>
<p>SUBDIVIDER: Kingborough Council FOLIO REFERENCE: 163976/1 & 250676/1</p>	

Lot 2 is subject to a Right of Carriageway over the 'RIGHT OF WAY "A" (Private)' [appurtenant to Lot 1 on Sealed Plan No 15318] shown on the Plan.

~~Lot 3 on the Plan is subject to a right of carriageway (appurtenant to Lot 1 on SP121331) over the Right of Way (Private) 18.00 wide shown on the Plan.~~

~~Lot 3 is subject to a Right of Carriageway over the 'RIGHT OF WAY 18.00 (Private)' [appurtenant to Lot 1 on Sealed Plan No. 121331] over the Right of Way shown on Plan No. 138870.~~

Lot 1 is subject to an electricity infrastructure easement with the benefit of a restriction as to user of land in favour of Aurora Energy Pty Ltd over the land marked Electricity Infrastructure Easement ~~(P138870)~~ shown ^(P159401) passing through such lot as created by and more fully set forth in C962761.


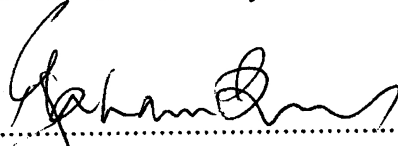
Lot 2 is subject to an electricity infrastructure easement with the benefit of a restriction as to user of land in favour of Aurora Energy Pty Ltd over the land marked Electricity Infrastructure Easement ^{'A'} ~~2.00~~ wide shown passing through such lot as created by and more fully set forth in C949515.

EASEMENTS & COVENANTS CONTINUED ON PAGE 10

DEFINITIONS:

"WATER SUPPLY EASEMENT" is defined as being THE FULL RIGHT AND LIBERTY for Tasmanian Water and Sewerage Corporation (Southern Region) Pty Ltd (Southern Water) at all times to:

- a) enter upon the land shown on the plan as Water Supply Easement (the Easement) with employees, contractors, agents and all other persons duly authorised by it and with machinery, vehicles, plant and equipment; and
- b) open, break up and excavate the Easement to lay and maintain on or in the Easement, water pipes, valves and fittings for any purposes Southern Water may deem necessary; and
- c) run and pass water through and along the same and from time to time to inspect, cleanse, repair and maintain the same and when and where necessary to lay new pipes, valves and fittings in substitution for and in addition to any other pipes, valves and fittings; and
- d) do all necessary works in connection with such activities or as may be authorised by any legislation:-

.....



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.

Right of way (private) 18.00 wide hereon deleted by me pursuant to Request to Amend No. E88367 made under Section 103 of the Local Government (Building & Miscellaneous Provisions) Act 1993
Mick Kauria
 Recorder of Titles
 16/8/2017

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 3 OF 8 PAGES 11</p>	<p>Registered Number</p> <p>SP164078</p>
<p>SUBDIVIDER: Kingborough Council FOLIO REFERENCE: 163976/1 & 250676/1</p>	

- i) without doing unnecessary damage to the Easement; and
- ii) leaving the Easement in a clean and tidy condition;

PROVIDED ALWAYS THAT:

- e) The owner must not without the written consent of Southern Water first had and obtained and only in compliance with the conditions which form the consent (if any):-
 - i) alter or permit to be altered the ground level of the Easement;
 - ii) erect or permit to be erected any building, structure, pipeline, paving, tree, shrub or other object on or in the Easement;
 - iii) remove any soil, rock or other matter that supports, protects or covers any works of Southern Water on or in the Easement;
 - iv) do or permit to be done any manner of thing which shall damage or contribute to damage or be likely to cause or contribute to damage to the water pipes, valves and fittings laid now or later or constructed in or on the Easement; or
 - v) in any way prevent or interfere with the proper exercise and benefit of this easement by Southern Water or its employees, contractors, agents and all other persons duly authorised by it.
- f) Southern Water is not required to fence any part of the Easement.
- g) The owner shall be at liberty to erect any fence across the Easement wherever it may reasonably require the same provided that:
 - i) Southern Water shall be at liberty to provide in such a fence a gate suitable to its purposes; and
 - ii) the owner shall provide Southern Water with a key to any lock which would prevent the opening of any gate so provided.
- h) In the event that the owner causes damage to any water pipes, valves or fittings laid, maintained or substituted by Southern Water such that Southern Water is required to repair such damage, the owner shall be liable for the actual costs of the repair of the water pipes, valves and fittings so damaged.

[Signature]
.....

[Signature]
.....

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

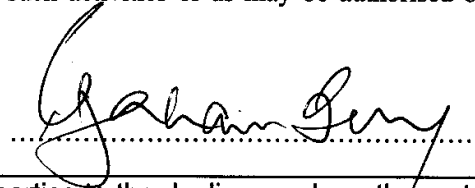
<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 4 OF 8 PAGES 11</p>	<p>Registered Number</p> <p>SP164078</p>
<p>SUBDIVIDER: Kingborough Council FOLIO REFERENCE: 163976/1 & 250676/1</p>	

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

“SEWER EASEMENT” is defined as being THE FULL RIGHT AND LIBERTY for Tasmanian Water and Sewerage Corporation (Southern Region) Pty Ltd (Southern Water) at all times to:

- a) enter upon the land shown on the plan as Sewer Easement (the Easement) with employees, contractors, agents and all other persons duly authorised by it and with machinery, vehicles, plant and equipment; and
- b) open, break up and excavate the Easement to lay and maintain on or in the Easement, sewer pipes, valves and fittings for any purposes Southern Water may deem necessary; and
- c) run and pass sewerage through and along the same and from time to time to inspect, cleanse, repair and maintain the same and when and where necessary to lay new pipes, valves and fittings in substitution for and in addition to any other pipes, valves and fittings; and
- d) do all necessary works in connection with such activities or as may be authorised by any legislation:-


.....


.....

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

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 5 OF 8 PAGES</p>	<p>Registered Number</p> <p>SP164078</p>
<p>SUBDIVIDER: Kingborough Council FOLIO REFERENCE: 163976/1 & 250676/1</p>	

- i) without doing unnecessary damage to the Easement; and
- ii) leaving the Easement in a clean and tidy condition.

PROVIDED ALWAYS THAT:

- e) The owner must not without the written consent of Southern Water first had and obtained and only in compliance with the conditions which form the consent (if any):-
 - i) alter or permit to be altered the ground level of the Easement;
 - ii) erect or permit to be erected any building, structure, pipeline, paving, tree, shrub or other object on or in the Easement;
 - iii) remove any soil, rock or other matter that supports, protects or covers any works of Southern Water on or in the Easement;
 - iv) do or permit to be done any manner of thing which shall damage or contribute to damage or be likely to cause or contribute to damage to the sewer pipes, valves and fittings laid now or later or constructed in or on the Easement; or
 - v) in any way prevent or interfere with the proper exercise and benefit of this easement by Southern Water or its employees, contractors, agents and all other persons duly authorised by it.
- f) Southern Water is not required to fence any part of the Easement.
- g) The owner shall be at liberty to erect any fence across the Easement wherever it may reasonably require the same provided that:
 - i) Southern Water shall be at liberty to provide in such a fence a gate suitable to its purposes; and
 - ii) the owner shall provide Southern Water with a key to any lock which would prevent the opening of any gate so provided.
- h) In the event that the owner causes damage to any sewerage pipes, valves or fittings laid, maintained or substituted by Southern Water such that Southern Water is required to repair such damage, the owner shall be liable for the actual costs of the repair of the water pipes, valves and fittings so damaged.

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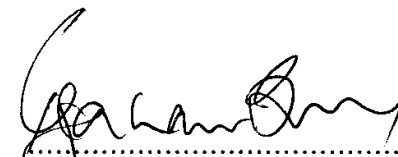
NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 6 OF 8 PAGES II</p>	<p>Registered Number</p> <p>SP 16 4 07 8</p>
<p>SUBDIVIDER: Kingborough Council FOLIO REFERENCE: 163976/1 & 250676/1</p>	

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

“**SERVICE EASEMENT**” is defined as being THE FULL AND FREE RIGHT AND LIBERTY for Tasmanian Water and Sewerage Corporation (Southern Region) Pty Ltd, Aurora Energy Pty Ltd, Telstra Corporation Limited (collectively the Dominant Owners) at all times to:

- a) enter upon the land shown on the plan as Service Easement (the Easement) with employees, contractors, agents and all other persons duly authorised by it and with machinery, vehicles, plant and equipment; and
- b) open, break up and excavate the Easement to lay, install, use, repair, replace and maintain along and under the surface of the Easement, pipes, drains, channels, ducting, wires, electrical and other cables and conducting media, fire fighting equipment, sensors, power supply boards and cabinets, lights, television, communications and monitoring equipment, power points and any similar or ancillary infrastructure for any purposes the Dominant Owners may deem necessary; and

.....



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

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 7 OF 8 PAGES</p>	<p>Registered Number</p> <p>SP164078</p>
<p>SUBDIVIDER: Kingborough Council FOLIO REFERENCE: 163976/1 & 250676/1</p>	

- c) from time to time to inspect, cleanse, repair and maintain the same and when and where necessary to lay new infrastructure in substitution for and in addition to any other pipes, drains, channels, ducting, wires, electrical and other cables and conducting media, fire fighting equipment, sensors, power supply boards and cabinets, lights, television, communications and monitoring equipment, power points and any similar or ancillary infrastructure; and
- d) do all necessary works in connection with such activities or as may be authorised by any legislation:-
 - i) without doing unnecessary damage to the Easement; and
 - ii) leaving the Easement in a clean and tidy condition.

PROVIDED ALWAYS THAT:

- e) The owner must not without the written consent of the Dominant Owners first had and obtained and only in compliance with the conditions which form the consent (if any):-
 - i) alter or permit to be altered the ground level of the Easement;
 - ii) erect or permit to be erected any building, structure, pipeline, paving, tree, shrub or other object on or in the Easement;
 - iii) remove any soil, rock or other matter that supports, protects or covers any works of the Dominant Owners on or in the Easement;
 - iv) do or permit to be done any manner of thing which shall damage or contribute to damage or be likely to cause or contribute to damage to the pipes, drains, channels, ducting, wires, electrical and other cables and conducting media, fire fighting equipment, sensors, power supply boards and cabinets, lights, television, communications and monitoring equipment, power points and any similar or ancillary infrastructure laid now or later or constructed in or on the Easement; or
 - v) in any way prevent or interfere with the proper exercise and benefit of this easement by the Dominant Owners or its employees, contractors, agents and all other persons duly authorised by it.

[Signature]
.....

[Signature]
.....

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

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 8 OF 8 PAGES 11</p>	<p>Registered Number</p> <p>SP164078</p>
<p>SUBDIVIDER: Kingborough Council FOLIO REFERENCE: 163976/1 & 250676/1</p>	

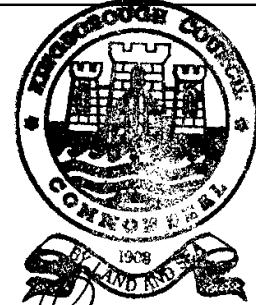
- f) the Dominant Owners are not required to fence any part of the Easement.
- g) The owner shall be at liberty to erect any fence across the Easement wherever it may reasonably require the same provided that:
 - i) the Dominant Owners shall be at liberty to provide in such a fence a gate suitable to its purposes; and
 - ii) the owner shall provide the Dominant Owners with a key to any lock which would prevent the opening of any gate so provided.
- h) In the event that the owner causes damage to any the pipes, drains, channels, ducting, wires, electrical and other cables and conducting media, fire fighting equipment, sensors, power supply boards and cabinets, lights, television, communications and monitoring equipment, power points and any similar or ancillary infrastructure laid, maintained or substituted by the Dominant Owners such that the Dominant Owners are required to repair such damage, the owner shall be liable for the actual costs of the repair of the water pipes, valves and fittings so damaged.
- i) the Dominant Owners shall be at liberty without forfeiting any right of action, damages or otherwise against the owner to reinstate any alteration to the ground level and to remove from the Easement any building, structure, pipeline, paving, tree, shrub or other object or replace ant soil, rock or other matter that supported, protected or covered by works of Southern Water on or in the Easement which contravenes the provisions of this easement and shall not be required to replace or remove the same.
- j) the Dominant Owners with employees, contractors, agents and all other persons duly authorised by it and with machinery, vehicles, plant and equipment shall be at liberty to access and enter upon the Easement for the purposes of this Easement, such access to be from the road frontage or from any gate.
- k) the Dominant Owners shall be permitted to access the Easement from the adjoining land of the owner provided that in doing so no damage or inconvenience is caused.
- l) The owner shall not place any obstruction, which would prevent access to the Easement.

[Handwritten signatures]

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 9 OF 9 PAGES 11	Registered Number SP164078
SUBDIVIDER: Kingborough Council FOLIO REFERENCE: 163976/1 & 250676/1	

THE COMMON SEAL of the KINGBOROUGH COUNCIL has been hereunto affixed pursuant to a resolution of the Council passed the 10th day of December, 2007.



[Signature]

 General Manager

[Signature]

 Mayor

PAUL WEST

 Print Full Name

RICHARD GRAHAM BIRD

 Print Full Name

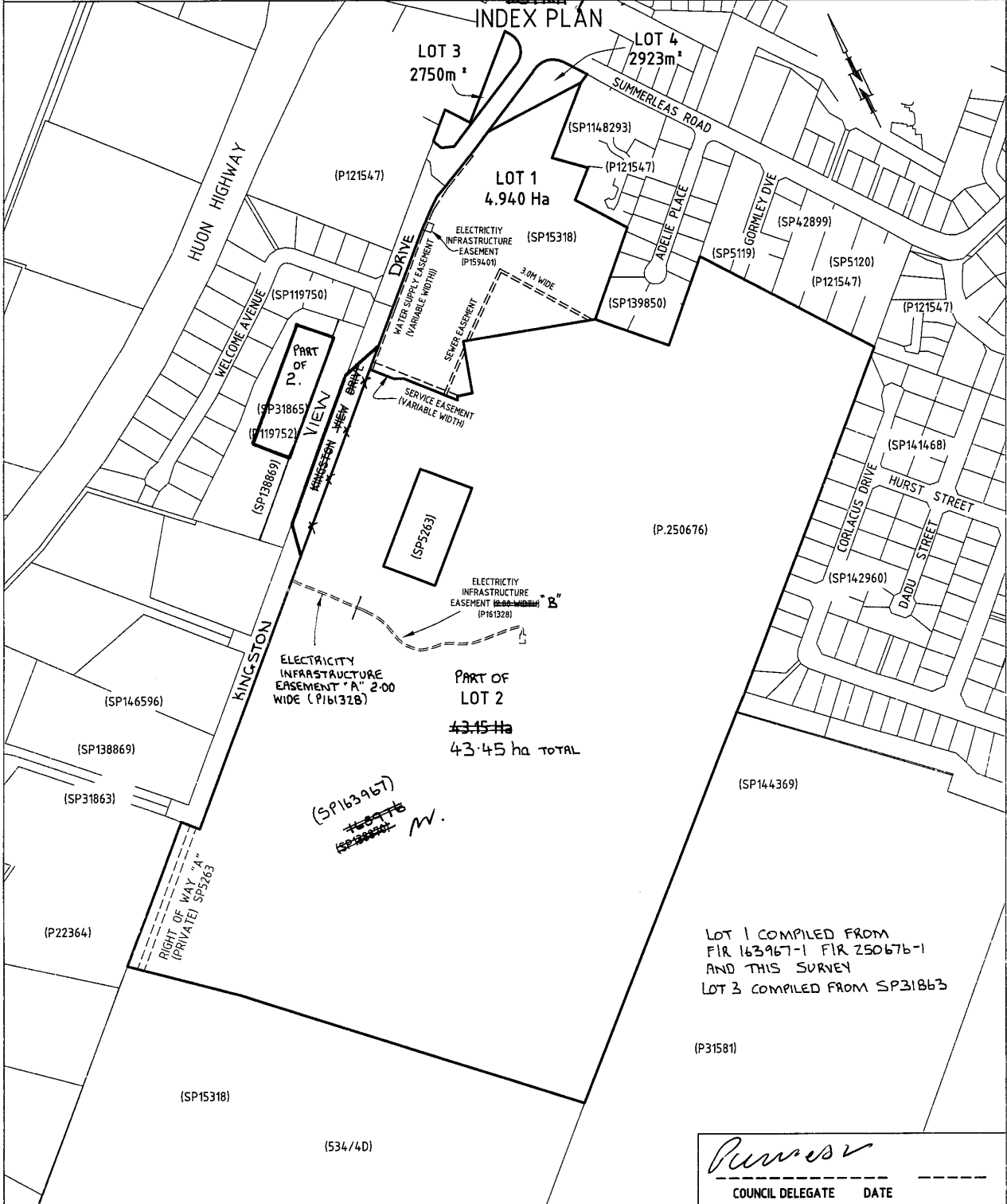
NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 10 OF 11 PAGES</p>	<p>Registered Number</p> <p>SP164078</p>
<p>SUBDIVIDER: - KINGBOROUGH COUNCIL</p> <p>FOLIO REFERENCE: - 163976/1 & 250676/1</p>	
<p>COVENANTS</p> <p>That part of Lot 2 on the Plan (formerly Lot 2 on SP163842) is burdened by the restrictive covenants created by and more fully set forth in Sealed Plan 163842.</p> <p>EASEMENTS CONTINUED</p> <p>Lot 2 on the Plan is subject to an electricity infrastructure easement (hereinafter defined) with the benefit of a restriction as to user of land in favour of Aurora Energy Pty Ltd over the land marked Electricity Infrastructure Easement "B" shown on the Plan.</p> <p>ELECTRICITY INFRASTRUCTURE EASEMENT means:</p> <p>FIRSTLY the full and free right and liberty for Aurora Energy Pty Ltd and its successors and their servants, agents and contractors (hereinafter called "Aurora") at all times hereafter:</p> <ul style="list-style-type: none"> (a) To maintain, lay, erect and install anything used for, or in connection on with the generation, transmission or distribution of electricity including power lines (overhead or underground), substations for converting electricity, substations for transforming or controlling electricity and equipment for metering, monitoring or controlling electricity (hereinafter called "electricity infrastructure") of such materials and types as Aurora may determine above, on or under the land respectively marked "Electricity Infrastructure Easement "B"" on the Plan (hereinafter called the servient land"); (b) To enter into and upon the servient land for the purpose of examining, operating, maintaining, repairing, modifying, adding to or replacing electricity infrastructure without doing unnecessary damage to the said servient land and making good all damage occasioned thereby; (c) To erect fencing, signs, barriers or other protective structures upon the servient land if in the opinion of Aurora these are necessary for reasons of safety; (d) To cause or permit electrical energy to flow or be transmitted or distributed through the said electricity infrastructure; <p>NOTE: - Every annexed sheet must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.</p>	

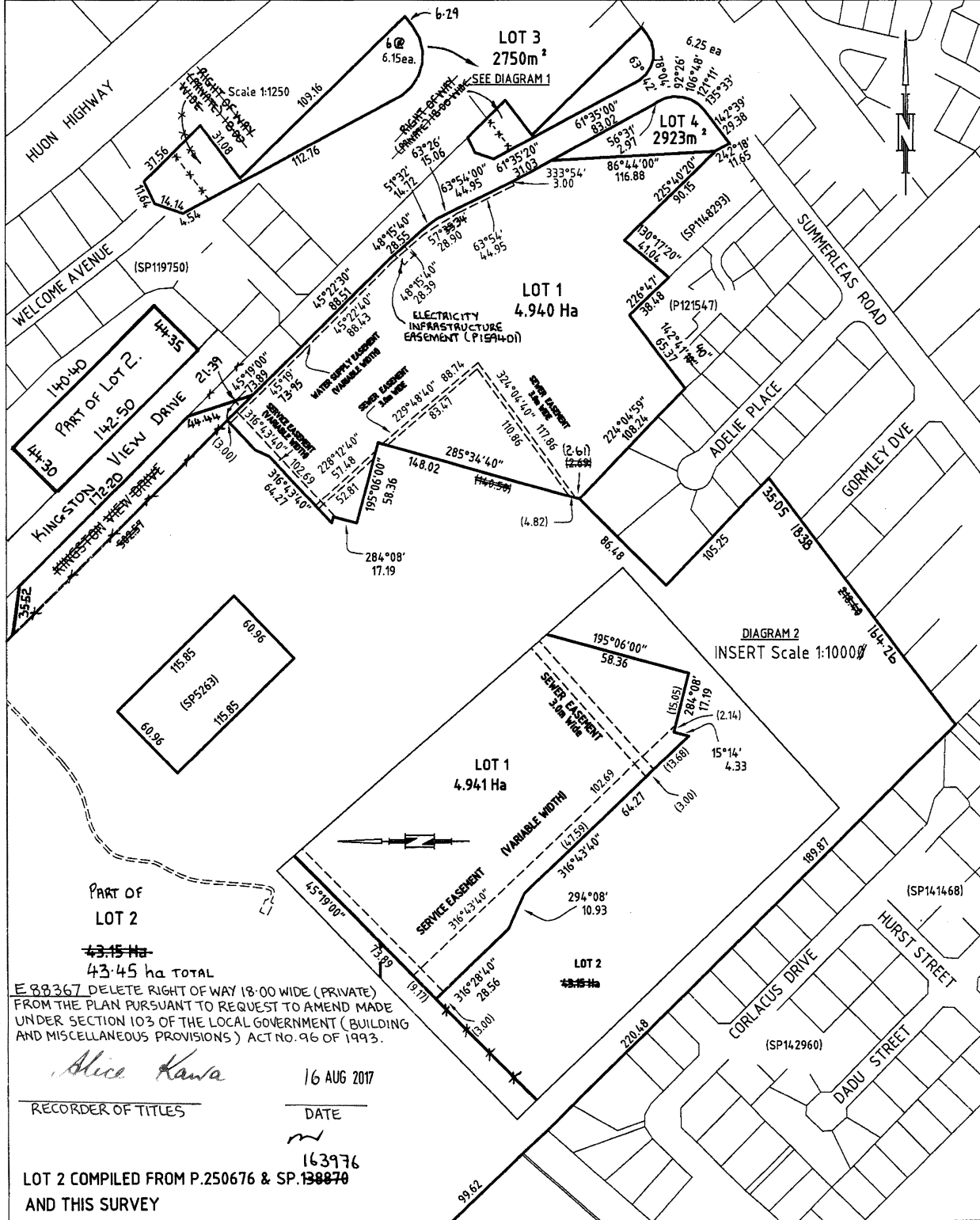
<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 11 OF 11 PAGES</p>	<p>Registered Number</p> <p>SP164078</p>
<p>SUBDIVIDER: - KINGBOROUGH COUNCIL</p> <p>FOLIO REFERENCE: - 163976/1 & 250676/1</p>	
<p>(e) To enter into and upon the servient land for all or any of the above purposes with or without all necessary plant equipment and machinery and the means of transporting the same and if necessary to cross the remainder of the said land in consultation with the registered proprietor/s for the purpose of access and regress to and from the servient land;</p> <p>(f) NOTHING herein contained shall prevent the registered proprietor/s for themselves and their successors in title from using the servient land PROVIDED THAT such use does not derogate from this grant or, in the opinion of Aurora compromise the safe operation of Aurora electricity infrastructure located on above or under the servient land.</p> <p>SECONDLY the benefit of a covenant for Aurora and its successors with the registered proprietor/s for themselves and their successors in title of the servient land not to erect any buildings or place any structures or objects within the said easement without prior written consent of Aurora to the intent that the burden of the covenant may run with and bind the servient land and every part thereof and that the benefit thereof may be annexed to the easement hereinbefore described.</p>	
<p>NOTE: - Every annexed sheet must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.</p>	

<p>OWNER: Kingborough Council</p> <p>FOLIO REFERENCE: 163967-1 163967-1 190676-1 & 250676/1</p> <p>GRANTEE: PART OF 320 ACRES GRANTED TO JOHN FOLEY</p>	<p align="center">PLAN OF SURVEY</p> <p>BY SURVEYOR: Rodney I Brumby LOCATION SINCLAIR KNIGHT MERZ, 100 MELVILLE STREET, HOBART ACN 001 024 095 ABN 37 001 024 095</p> <p align="center">PARISH OF KINGBOROUGH LAND DISTRICT OF BUCKINGHAM</p> <p>SCALE 1: 4000 LENGTHS IN METRES</p>	<p align="center">Registered Number SP 164 078</p> <p>APPROVED EFFECTIVE FROM 27 SEP 2012 <i>Glenn Kawa</i> Recorder of Titles</p>
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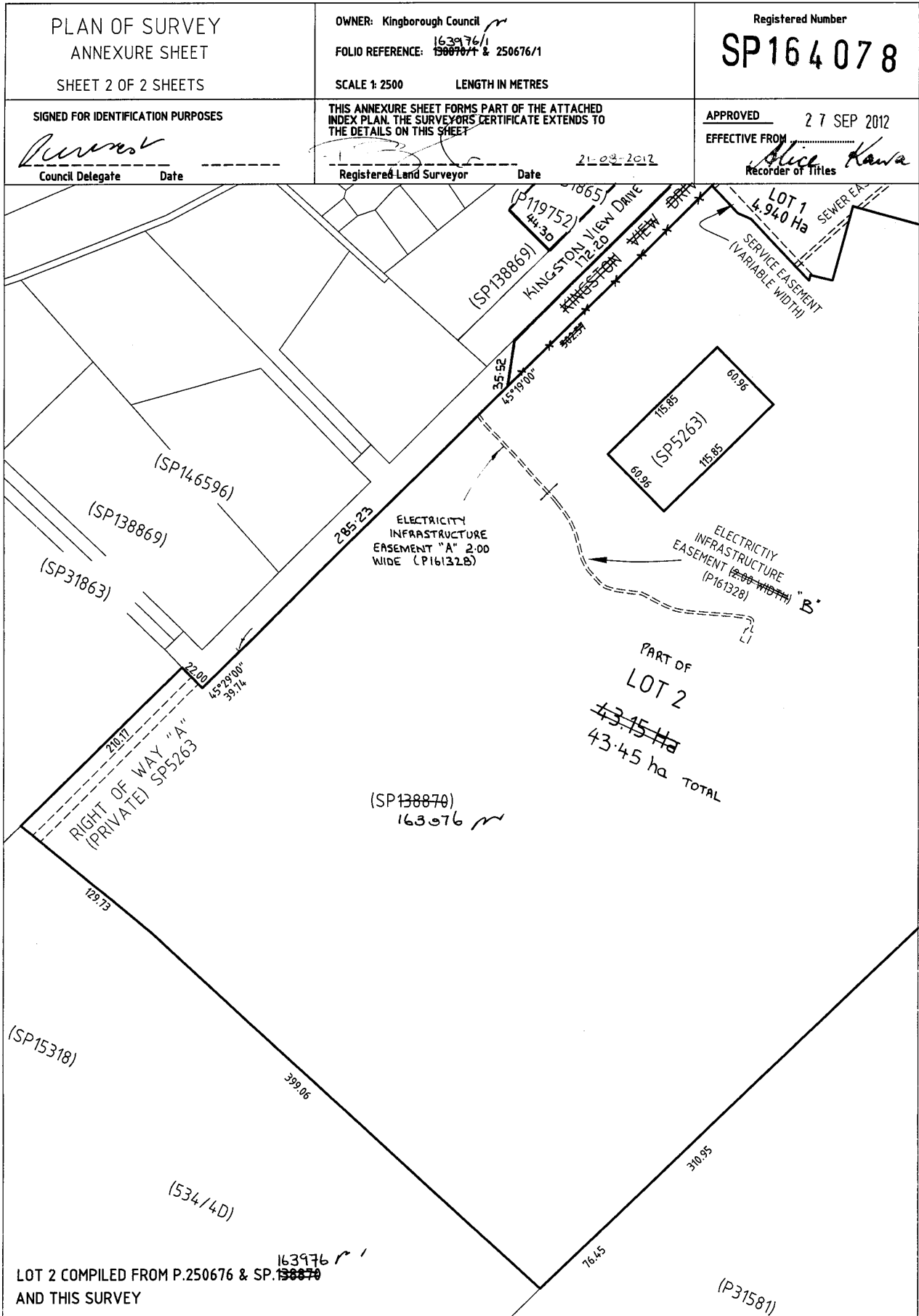
MAPSHEET MUNICIPAL CODE No 117 (5224-41,51)	LAST UPI No GMP00 GQZ76	LAST PLAN No SP163967	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN
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<p>PLAN OF SURVEY ANNEXURE SHEET SHEET 1 OF 2 SHEETS</p>	<p>OWNER: Kingborough Council FOLIO REFERENCE: 163976/1 & 250676/1 163967-1 SCALE 1:2500 LENGTH IN METRES</p>	<p>Registered Number SP 164078</p>
<p>SIGNED FOR IDENTIFICATION PURPOSES <i>[Signature]</i> Council Delegate Date</p>	<p>THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. THE SURVEYORS CERTIFICATE EXTENDS TO THE DETAILS ON THIS SHEET Registered Land Surveyor Date <i>21-09-2012</i></p>	<p>APPROVED <i>[Signature]</i> 27 SEP 2012 EFFECTIVE FROM <i>[Signature]</i> Recorder of Titles</p>



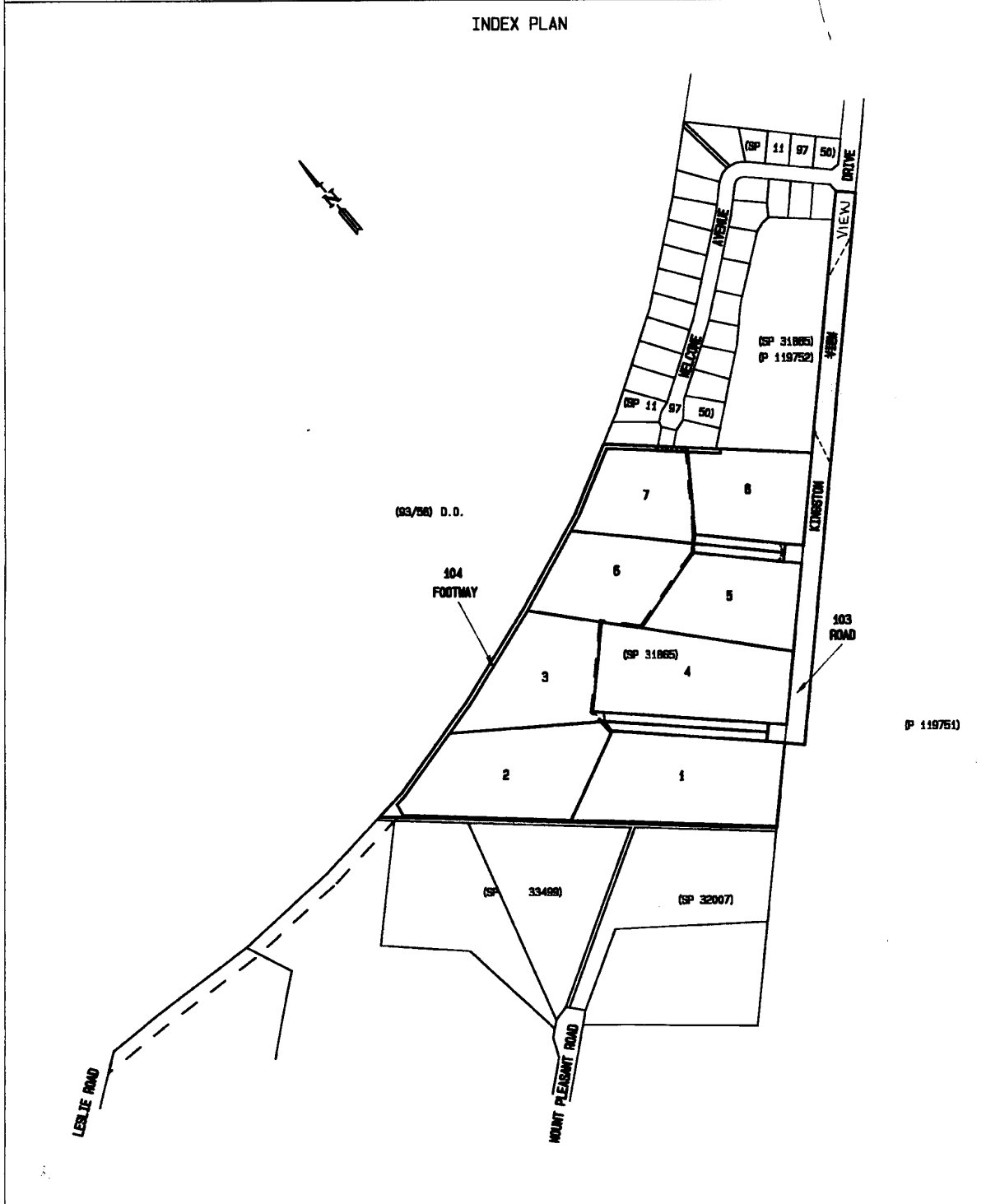
PART OF LOT 2
~~43.15 Ha~~
43.45 ha TOTAL
E 88367 DELETE RIGHT OF WAY 18.00 WIDE (PRIVATE) FROM THE PLAN PURSUANT TO REQUEST TO AMEND MADE UNDER SECTION 103 OF THE LOCAL GOVERNMENT (BUILDING AND MISCELLANEOUS PROVISIONS) ACT NO. 96 OF 1993.
[Signature] 16 AUG 2017
RECORDER OF TITLES DATE
163976
LOT 2 COMPILED FROM P.250676 & SP.138870 AND THIS SURVEY



LOT 2 COMPILED FROM P.250676 & SP. ¹⁶³⁹⁷⁶ ~~138870~~
AND THIS SURVEY

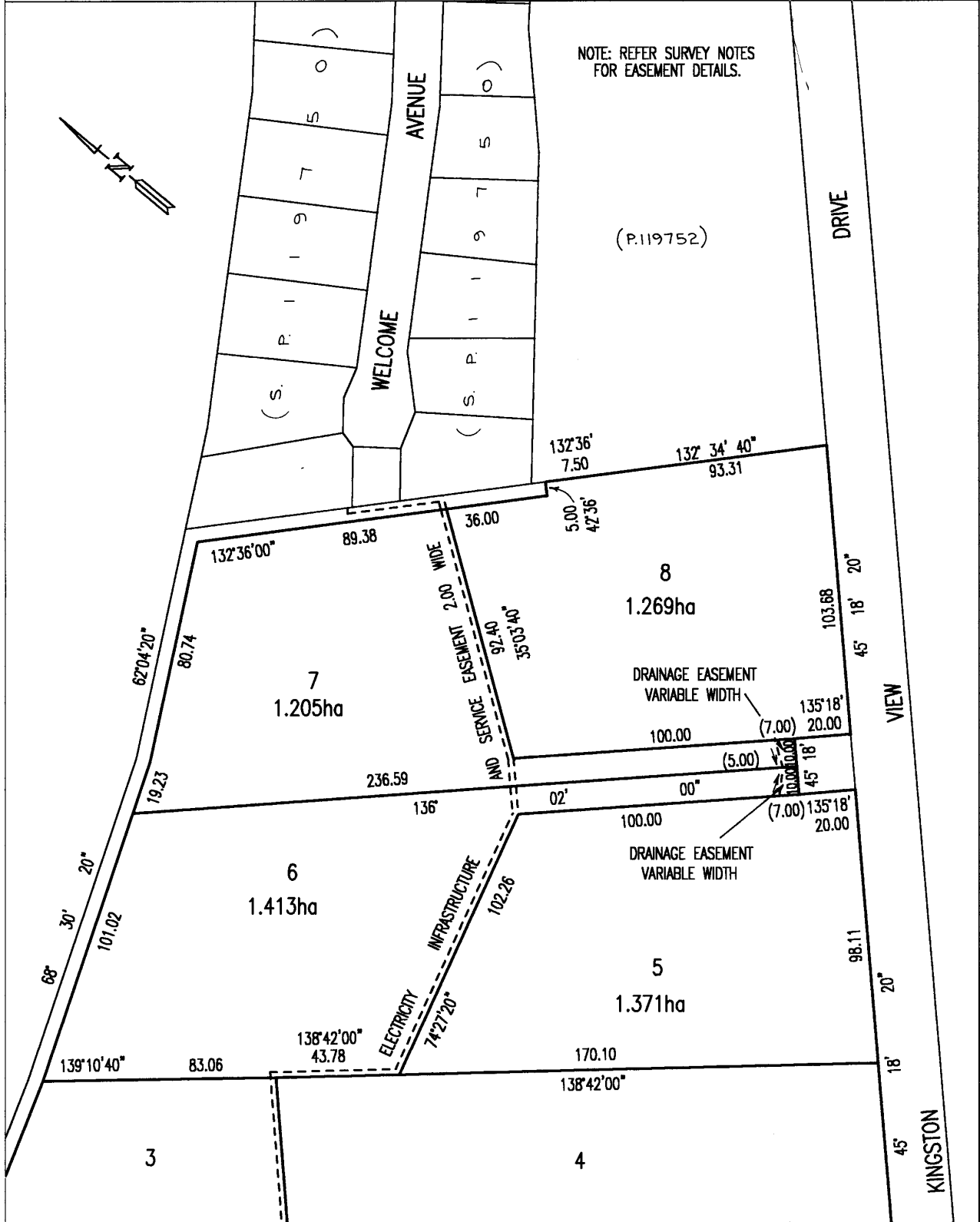
<p>OWNER: BAY SUPERMARKET PTY. LTD. KINGBOROUGH COUNCIL</p> <p>FOLIO REFERENCE: CT 31863 / 7 CT 119751 / 1</p> <p>GRANTEE: PART OF LOT 500 ACRES</p> <p>GRANTED TO JOSEPH CROSSLEY FIRTH. & PART OF 320 ACRES GRANTED TO JOHN FOLEY.</p>	<p>PLAN OF SURVEY</p> <p>BY SURVEYOR Neville Charles McGuire 14 Hutchins Street, Kingston.</p> <p>LOCATION</p> <p>TOWN OF KINGSTON BUCKINGHAM - KINGBOROUGH</p> <p>SCALE 1: 4000 LENGTHS IN METRES</p>	<p>REGISTERED NUMBER SP138869</p> <p>APPROVED EFFECTIVE FROM .17.MAR.2003...</p> <p><i>Alan Kavan</i> Recorder of Titles</p>	
<p>MAPSHEET MUNICIPAL CODE No. 117 (5224-4,51)</p>	<p>LAST UPI No. 2322059 FEN11</p>	<p>LAST PLAN SP31863, No. P.119751</p>	<p>ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN</p>

INDEX PLAN



<p>PLAN OF SURVEY ANNEXURE SHEET SHEET 1 OF 4 SHEETS</p>	<p>OWNER BAY SUPERMARKET PTY. LTD. FOLIO REFERENCE CT 31863/ 7 SCALE 1: 1250 LENGTHS IN METRES</p>	<p>Registered Number SP138869</p>
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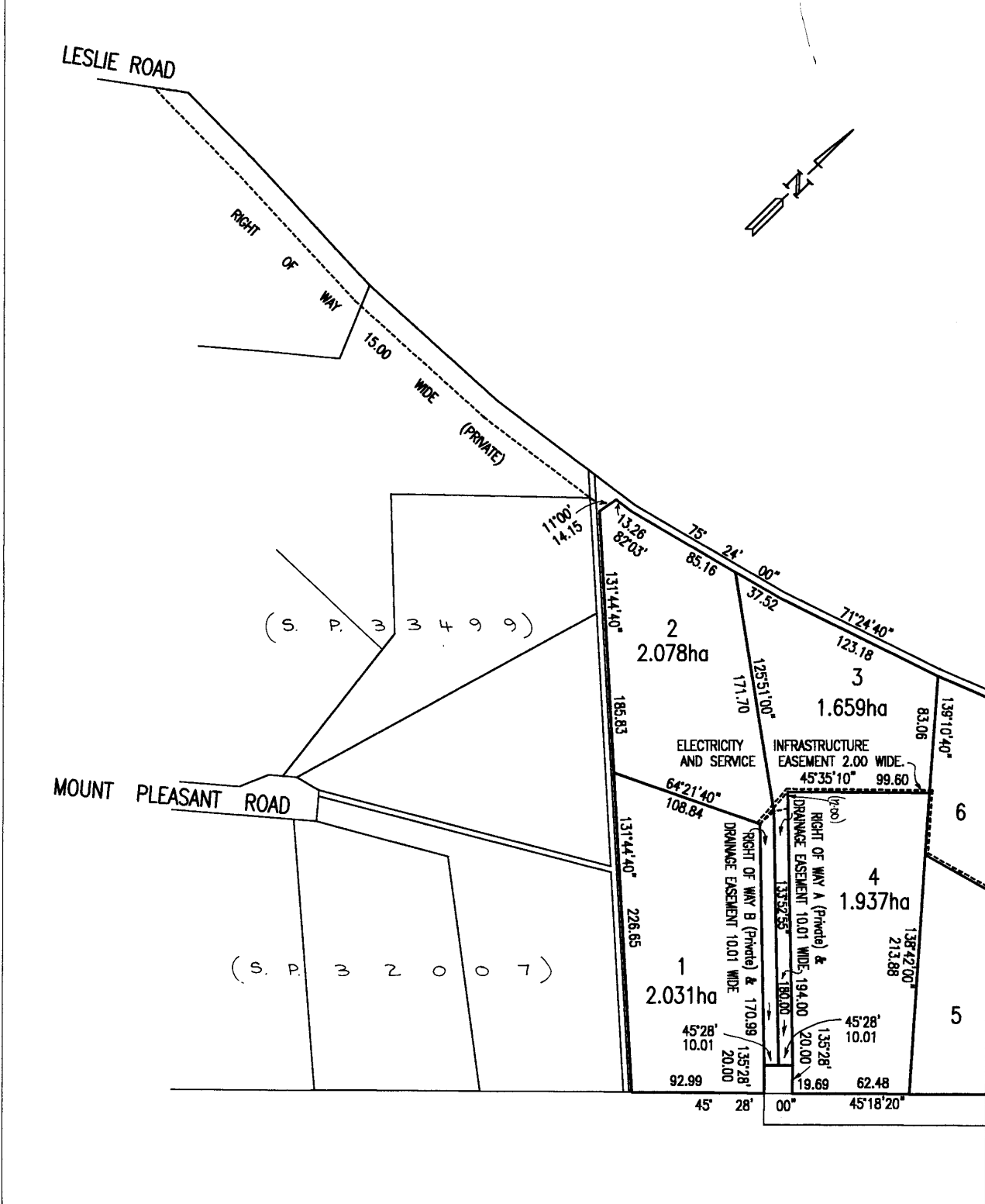
<p>SIGNED FOR IDENTIFICATION PURPOSES <i>[Signature]</i> Council General Manager</p>	<p>THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. THE SURVEYORS CERTIFICATE EXTENDS TO THE DETAILS ON THIS SHEET Registered Surveyor <i>[Signature]</i> Date 16 MAY 2002</p>
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<p>PLAN OF SURVEY ANNEXURE SHEET SHEET 2 OF 4 SHEETS</p>	<p>OWNER BAY SUPERMARKET PTY. LTD. FOLIO REFERENCE CT 31863/ 7 SCALE 1: 2500 LENGTHS IN METRES</p>	<p>Registered Number SP138869</p>
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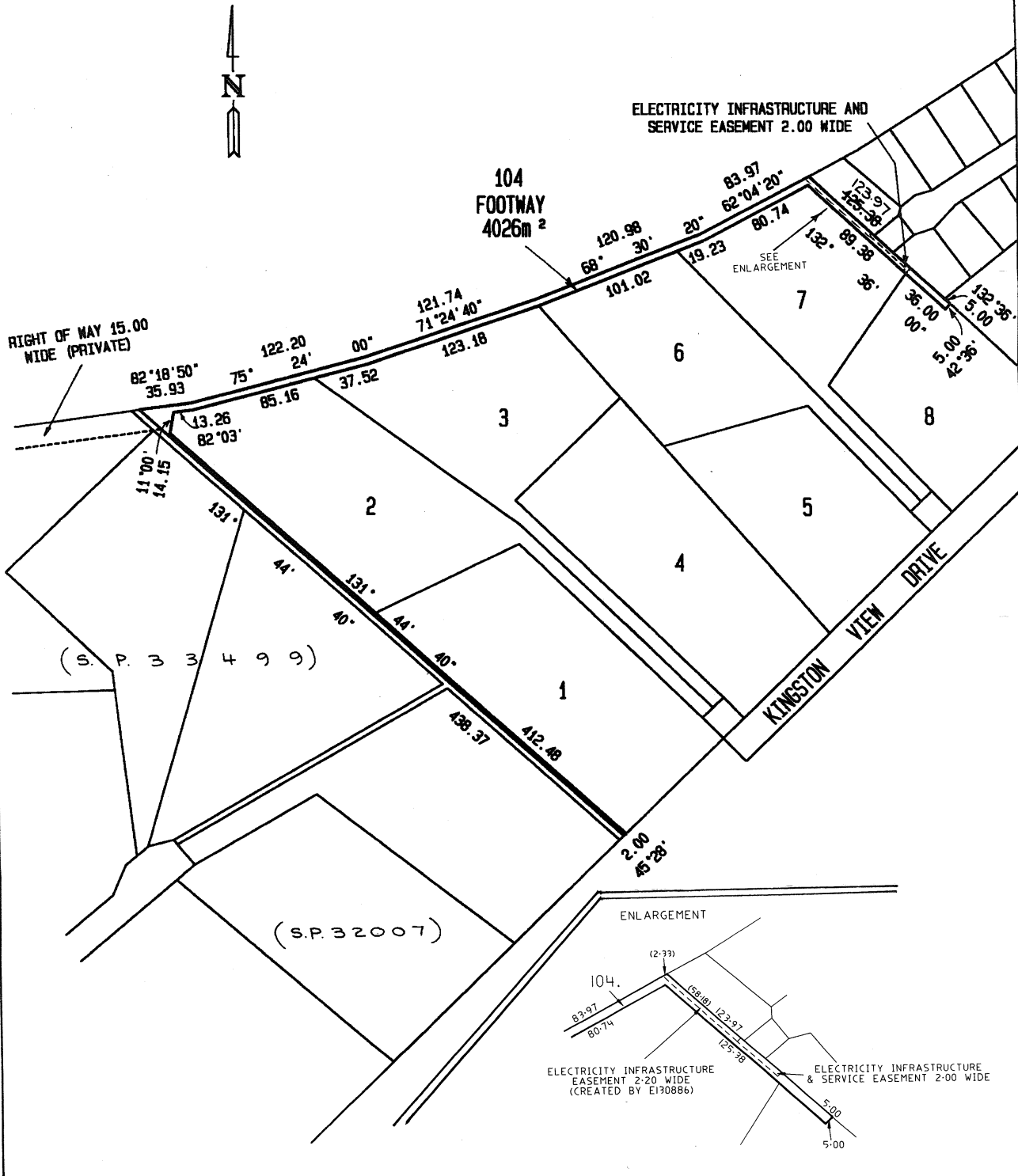
<p>SIGNED FOR IDENTIFICATION PURPOSES <i>[Signature]</i> Council General Manager</p>	<p>THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. THE SURVEYORS CERTIFICATE EXTENDS TO THE DETAILS ON THIS SHEET Registered Surveyor <i>Nicole McNamee</i> Date <i>16th May 2002</i></p>
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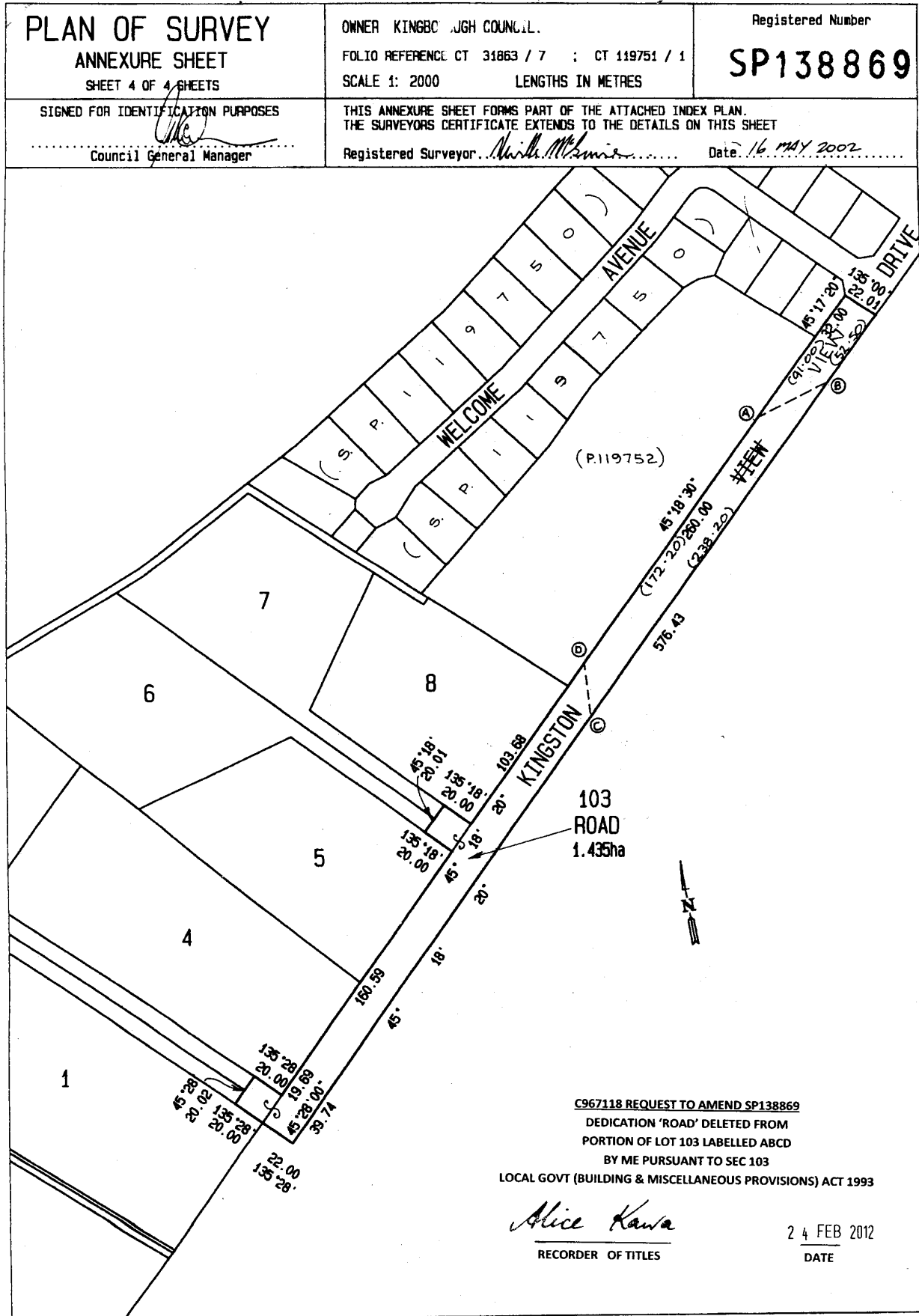
NOTE: REFER SURVEY NOTES FOR EASEMENT DETAILS.



<p>PLAN OF SURVEY ANNEXURE SHEET SHEET 3 OF 4 SHEETS</p>	<p>OWNER BAY SUPERMARKET PTY. LTD.</p>	<p>Registered Number SP138869</p>
	<p>FOLIO REFERENCE CT 31863/ 7 SCALE 1: 2500 LENGTHS IN METRES</p>	
<p>SIGNED FOR IDENTIFICATION PURPOSES <i>[Signature]</i> Council General Manager</p>	<p>THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. THE SURVEYORS CERTIFICATE EXTENDS TO THE DETAILS ON THIS SHEET Registered Surveyor <i>[Signature]</i> Date 16 MAY 2002</p>	

NOTE: REFER SURVEY NOTES FOR EASEMENT DETAILS





SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP138869

PAGE 1 OF 4 PAGE/S
4

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

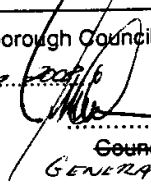
Lots 2, 3, 6, 7 and 104 on the plan are subject to an electricity infrastructure easement in favour of Aurora Energy Pty Ltd over the "Electricity Infrastructure and Service Easement 2.00 wide" shown on the plan.

Electricity Infrastructure Easement means:

FIRSTLY all the full and free right and liberty for Aurora Energy Pty Ltd and its successors and its and their servants agents and contractors (hereinafter called "Aurora") at all times hereafter: or any other corporation or entity that undertakes electricity infrastructure.

- (a) TO maintain, lay, erect and install anything used for, or in connection with the generation, transmission or distribution of electricity including powerlines (overhead or underground), substations for converting electricity, submissions for transforming or controlling electricity and equipment for metering, monitoring or controlling electricity (hereinafter called "electricity infrastructure") of such materials and type as Aurora may determine above, on or under the land respectively marked "Electricity Infrastructure Easement" on the plan (hereinafter called the "servient land").
- (b) TO enter into and upon the servient land for the purpose of examining, operating, maintaining, repairing, modifying, adding to or replacing electricity infrastructure without doing unnecessary damage to the said servient land and making good all damage occasioned thereby.
- (c) TO erect fencing, signs, barriers or other protective structures upon the servient land if in the opinion of Aurora these are necessary for reasons of safety.
- (d) TO cause or permit electrical energy to flow or be transmitted or distributed through the said electricity infrastructure.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Bay Supermarket Pty Ltd FOLIO REF: CT 31863/7 & CT 119751/1 SOLICITOR & REFERENCE: Clerk Walker & Stops AB:SEB	PLAN SEALED BY: Kingborough Council DATE: 24th JANUARY 2025 REF NO. 2025-66  Council Delegate GENERAL MANAGER
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 2 OF 4 PAGES</p>	<p>Registered Number</p> <p>SP138869</p>
<p>SUBDIVIDER: Bay Supermarket Pty Ltd FOLIO REFERENCE: CT 31863/7 & CT 119751/1</p>	

- (e) TO enter into and upon the servient land for all or any of the above purposes with or without all necessary plant equipment and machinery and the means of transporting the same and if necessary to cross the remainder of the said land in consultation with the registered proprietor/s for the purpose of access and regress to and from the servient land.
- (f) NOTHING herein contained shall prevent the registered proprietor/s for themselves and their successors in title from using the servient land PROVIDED THAT such use does not derogate from this grant or, in the opinion of Aurora electricity infrastructure located on, above or under the servient land.

SECONDLY the benefit of a covenant for Aurora and its successors with the registered proprietor/s for themselves and their successors in title of the servient land not to erect any buildings or place any structures or objects within the said easement without the prior written consent of Aurora to the intent that the burden of the covenant may run with and bind the servient land and every part thereof and that the benefit thereof may be annexed to the easement hereinbefore described.

Lots 2, 3, 6, 7 and 104 are subject to a Service Easement over the "Electricity Infrastructure and Service Easement 2.00 wide" shown on the plan.

Service Easement means:

The full free right of every person who is entitled to an estate or interest in possession indicated as the dominant tenement or any part thereof, with which said rights shall be capable of enjoyment in common with the owner of the servient tenement, the Kingborough Council, Telstra, Aurora Energy Pty Ltd (ACN 082 464 622) and her Majesty the Queen to lay, use and maintain forever water mains, pipes, pumps, drains, mains, channels, gutters, sewers, wires, cables and other conducting media of such size and number as shall from time to time be required in the strips of land shown on the plan hereon and marked "Electricity Infrastructure and Service Easement 2.00 wide" and the right for their surveyors and workmen from time to time and at all times hereafter to enter into and upon the said strips of land or any part thereof bringing upon the Service Easement such material, machinery and other things as it shall think fit and proper to inspect the condition thereof and to repair, amend and cleanse PROVIDED HOWEVER that any damage occasioned thereby shall be made good.

RIGHTS OF WAY

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 104 on the plan are together with a right of carriageway over the "Right of Way (Private) 15.00 wide" shown on ~~SP 31863~~ the plan.

Lot 2 on the plan is together with a right of carriageway over the "Right of Way A Private 10.01 wide" shown on the plan.

Lot 2 on the plan is subject to a right of carriageway over the "Right of Way B Private 10.01 wide" shown on the plan appurtenant to Lot 3 on the plan.

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

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 3 OF 4 PAGES</p>	<p>Registered Number</p> <p>SP138869</p>
<p>SUBDIVIDER: Bay Supermarket Pty Ltd FOLIO REFERENCE: CT 31863/7 & CT 119751/1</p>	

Lot 3 on the plan is together with a right of carriageway over the "Right of Way B Private 10.01 wide" shown on the plan.

Lot 3 on the plan is subject to a right of carriageway over the "Right of Way A Private 10.01" shown on the plan appurtenant to Lot 2 on the plan. *that portion of the said Lot 103 marked*

Lot 103 on the plan is subject to a right of carriageway appurtenant to Lot 1 on SP 15318 over ~~the~~ "Right of Way (A)" shown on P119751.

~~Lot 103 on the plan is subject to a right of carriageway appurtenant to Lot 1 on SP 5263 over the "Right of Way (B)" shown on P119751.~~

COVENANTS

The owners of each lot on the plan covenant with the vendor, Bay Supermarket Pty Ltd, and the owners of each and every other lot shown on the plan to the intent that the burden of these covenants may run with and bind the covenantors' lot and each and every part thereof and that the benefit thereof shall be annexed to and devolve with each and every part of each and every other lot shown on the said plan to observe the following stipulations:

1. Not to place, position or erect on any lot on the plan more than one outbuilding to be no more than 100 square metres and to be no higher than level 6 metres above natural ground level.
2. Not to place, position or erect on any lot on the plan any building which does not have roof constructed of tiling, Colorbond or other substance which does not reflect light and so that no galvanised iron or other reflective material or substance shall be used for the construction of any roof or any other part of any dwelling or structure on such lots.
3. Not to carry on or permit to be carried on on any lot on the plan any trade or business which may be a public nuisance, provoke annoyance or be noisome, noxious or offensive.
4. Not to erect any outbuilding on any lot on the plan other than with the same colour roof and walls as those of the dwelling house on the said lot.
5. Not to erect on any lot on the plan a dwelling house other than one with masonry construction of outer walls.
6. Not to erect on any lot on the plan any relocatable home.

The owners of Lot 4 on the plan covenant with the Kingborough Council that they will not construct a driveway on the said lot unless it is curvilinear to avoid trees and in sedimentation and erosion control measures.

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

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 4 PAGES	Registered Number SP 138869
SUBDIVIDER: Bay Supermarket Pty Ltd FOLIO REFERENCE: CT 31863/7 & CT 119751/1	

The owners of Lots 1, 4 and 5 on the plan covenant with the Kingborough Council that they will not without the prior approval of the Kingborough Council commence and/or carry out the ringbarking, cutting down, tapping, removing, injuring or wilful destruction of any tree or trees situate upon the said Lots 1, 4 and 5 on the plan or any part thereof.

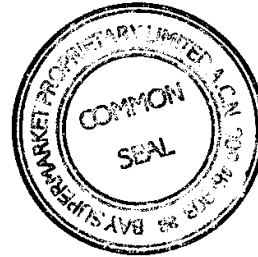
COVENANT
FENCING PROVISION

The owners of the lots on the plan covenant with the vendor, Bay Supermarket Pty Ltd, that the Vendor shall not be required to fence.

EXECUTED by **BAY SUPERMARKET PTY LTD** (ACN 009 481 903) as registered proprietor of the land comprised in Certificate of Title Volume 31863 Folio 7:

Delmond
Director

Carol Batt
Secretary



EXECUTED by **KINGBOROUGH COUNCIL** as registered proprietor of the land comprised in Certificate of Title Volume 119751 Folio 1:

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.

SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP163842

PAGE 1 OF 2 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.

Covenants


Lot 2 and Lot 3 on the Plan are each burdened by the restrictive covenants created by Sealed Plan 138869 in the following terms:

1. Not to place, position or erect on any lot on the plan more than one outbuilding to be no more than 100 square metres and to be no higher than level 6 metres above natural ground level.
2. Not to place, position or erect on any lot on the plan any building which does not have roof constructed of tiling, colourbond or other substance which does not reflect light and so that no galvanised iron or other reflective material or substance shall be used for the construction of any roof or any other part of any dwelling or structure on such lots.
3. Not to carry on or permit to be carried on on any lot on the plan any trade or business which may be a public nuisance, provoke annoyance or be noisome, noxious or offensive.
4. Not to erect any outbuilding on any lot on the plan other than with the same colour roof and walls as those of the dwelling house on the said lot.
5. Not to erect on any lot on the plan a dwelling house other than one with masonry construction of outer walls.
6. Not to erect on any lot on the plan any relocatable home.

~~Lot 1 on the Plan is subject to a restrictive covenant created by and more fully set forth in registered Instrument G973856.~~

~~Lot 1 on the Balance Plan is subject to a restrictive covenant created by and more fully set forth in registered Instrument G973856.~~

(USE ANNEXURE PAGES FOR CONTINUATION)

<p>SUBDIVIDER: Kingborough Council</p> <p>FOLIO REF: 119752/1 & 138869/2</p> <p>SOLICITOR Simmons Wolfhagen</p> <p>& REFERENCE: Clare Wootton 120363</p>	<p>PLAN SEALED BY: Kingborough Council</p> <p>DATE: 30 Oct 12</p> <p>DAS 200-24 REF NO. </p> <p style="text-align: right;">Council Delegate</p>
<p>NOTE: The Council Delegate must sign the Certificate for the purposes of identification.</p>	

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 2 PAGES	Registered Number SP163842
SUBDIVIDER: Kingborough Council FOLIO REFERENCE: 119752/1 & 138869/2	

Fencing Provision

In respect of each and every lot shown on the Plan the Vendors (Kingborough Council) shall not be required to fence.

THE COMMON SEAL of the KINGBOROUGH COUNCIL has been hereunto affixed pursuant to a resolution of the Council passed the 28 day of January, 2008

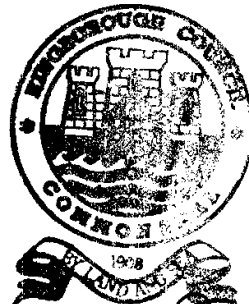
pls complete

Paul West

 General Manager

PAUL WEST

 Print Full Name



Graham Bury

 Mayor

GRAHAM BURY

 Print Full Name

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SEARCH OF TORRENS TITLE

VOLUME 163842	FOLIO 3
EDITION 1	DATE OF ISSUE 21-May-2012

SEARCH DATE : 26-Sep-2024

SEARCH TIME : 04.47 PM

DESCRIPTION OF LAND

Parish of KINGBOROUGH Land District of BUCKINGHAM
 Lot 3 on Sealed Plan 163842
 Derivation : Part of 320 Acres granted to John Foley and Part
 of 500 Acres granted to Joseph Crossley Firth.
 Prior CT 138869/103

SCHEDULE 1

C421190 TRANSFER to KINGBOROUGH COUNCIL Registered
 17-Mar-2003 at noon

SCHEDULE 2

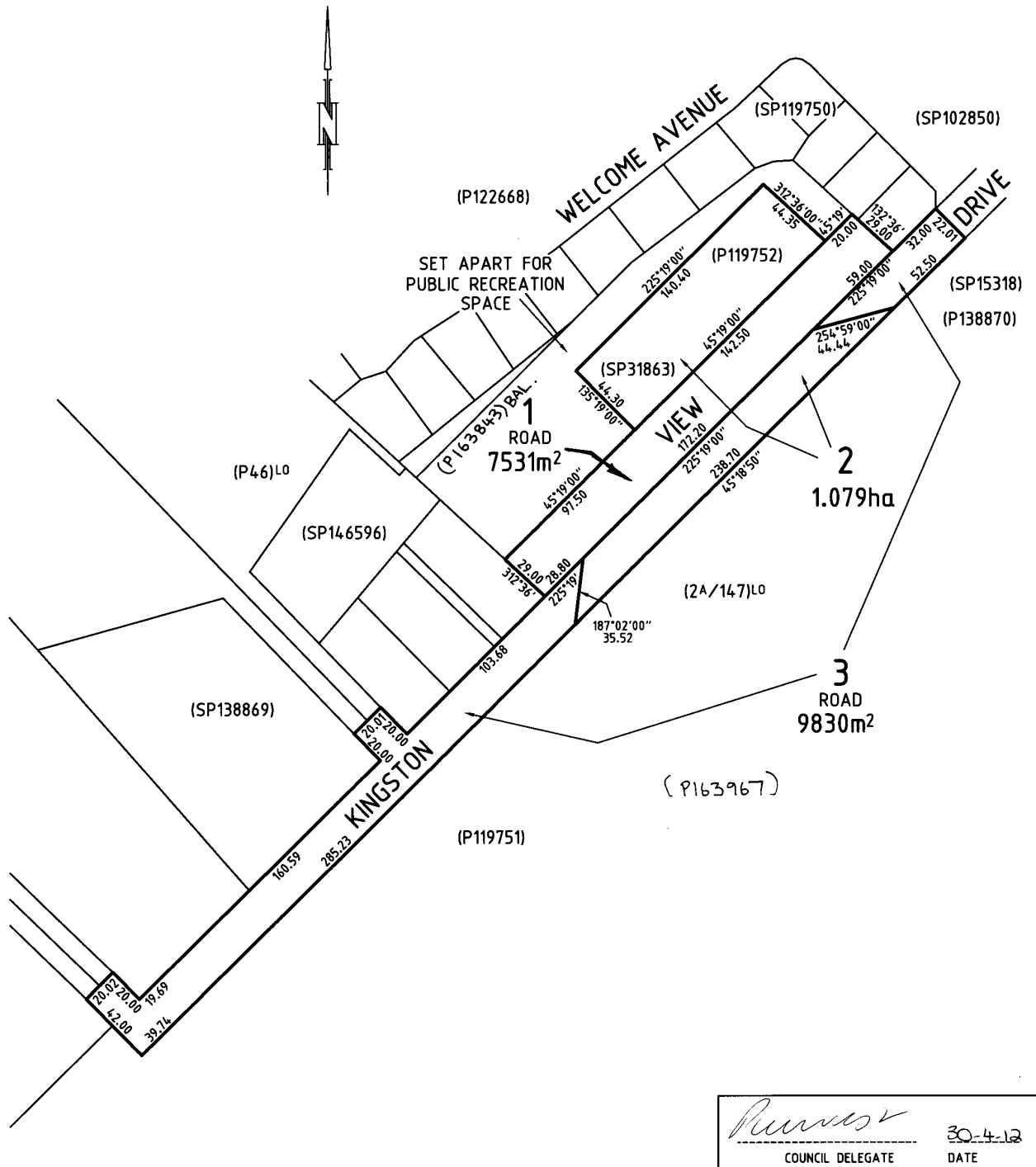
Reservations and conditions in the Crown Grant if any
 SP163842 COVENANTS in Schedule of Easements
 SP163842 FENCING PROVISION in Schedule of Easements
 SP138869 COVENANTS in Schedule of Easements
 SP138869 FENCING COVENANT in Schedule of Easements
 SP138869 WATER SUPPLY RESTRICTION
 SP138869 SEWERAGE AND/OR DRAINAGE RESTRICTION

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

OWNER Kingborough Council		PLAN OF SURVEY		REGISTERED NUMBER SP163842	
FOLIO REFERENCE C. T. 119752-1; C. T. 138869-103				BY SURVEYOR S. Roberts of PEACOCK, DARCEY & ANDERSON PTY LTD 6 FREEMAN STREET, KINGSTON	
GRANTEE Part of 500 acres granted to Joseph Crossley Firth; part of 320 acres granted to John Folley		LOCATION Land District of BUCKINGHAM Parish of KINGBOROUGH		APPROVED 21 MAY 2012 EFFECTIVE FROM	
		SCALE: 1:2000	LENGTHS IN METRES	SURVEYORS REF: 5224KL-1	
MAPSHEET MUNICIPAL CODE No. (5224-41) 117	LAST UPI No FEN10	LAST PLAN No. P119752 SP138869	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN		

LOT 3 IS COMPILED FROM C. T. 138869-103 & THIS SURVEY



SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP163842

PAGE 1 OF 2 PAGE/S

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Covenants

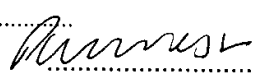
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SUBDIVIDER: Kingborough Council FOLIO REF: 119752/1 & 138869/2 SOLICITOR Simmons Wolfhagen & REFERENCE: Clare Wootton 120363	PLAN SEALED BY: Kingborough Council DATE: 30 Oct 12 DAS 200-24 REF NO.  Council Delegate
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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 2 PAGES	Registered Number SP163842
SUBDIVIDER: Kingborough Council FOLIO REFERENCE: 119752/1 & 138869/2	

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In respect of each and every lot shown on the Plan the Vendors (Kingborough Council) shall not be required to fence.

THE COMMON SEAL of the KINGBOROUGH COUNCIL has been hereunto affixed pursuant to a resolution of the Council passed the 28 day of January, 2008

pls complete

Paul West

General Manager

PAUL WEST

Print Full Name



Graham Bury

Mayor

GRAHAM BURY

Print Full Name

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