



Public Notice Details

Planning Application Details

Application No	DA2500012
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Property Details

Property Location	2 Pierre Court Campania
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Application Information

Application Type	Discretionary Development Application
Development Category	Outbuilding - Garage
Advertising Commencement Date	7/2/25
Advertising Closing Period	24/2/25
<small>If the Council Offices are closed during normal office hours within the above period, the period for making representations is extended.</small>	

Enquiries regarding this Application can be made via to Southern Midlands Council on (03) 6254 5050 or by emailing planningenquires@southernmidlands.tas.gov.au. Please quote the development application number when making your enquiry.

Representations on this application may be made to the General Manager in writing either by

Post: PO Box 21, Oatlands Tas 7120
Email: mail@southernmidlands.tas.gov.au
Fax: 03 6254 5014

All representations must include the authors full name, contact number and postal address and be received by the advertising closing date.



APPLICATION FOR PLANNING PERMIT DEVELOPMENT / USE

Use this form to apply for a permit in accordance with section 57 and 58 of the Land Use Planning and Approvals Act 1993

Proposed use/development:
(Provide details of proposed works and use).

Out boilding / garage / shed

Location of Development:
(If the development includes more than one site, or is over another property include address of both Properties).

2 Pierre court campania

Certificate of Title/s Volume Number/Lot Number:

Lot 72

Land Owners Name:

William Burden / Leah Newbon

Full Name/s or Full Business/Company Name

Applicant's Name:

Full Name/s or Full Business/ Company Name (ABN if registered business or company name)

Contact details:

Postal address for correspondence:

PO Box 62 campania 7026

Telephone or Mobile:

0458001503

Email address:

William.Burden.2001@gmail.com

(Please note it is your responsibility to provide your correct email address and to check your email for communications from the Council.)

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

Full Name/s or Full Business or Company Name and ABN if registered business or company name

Print email address

ABN

What is the estimated value of all the new work proposed

\$ 20,000. ~~1000~~



For Commercial Planning Permit Applications Only

Signage:

Is any signage proposed?

Yes

No

If yes, attach details: size, location and art work

Business Details:

Existing hours of operation

Hours	am	to	pm
Weekdays			
Sat			
Sun			

Proposed hours of new operation

Hours	am	to	pm
Weekdays			
Sat			
Sun			

Number of existing employees:

Number of proposed new employees:

Traffic Movements:

Number of commercial vehicles serving the site at present	2000	Approximate number of commercial vehicles servicing the site in the future	
Number of Car Parking Spaces:	How many car spaces are currently provided	How many new car spaces are proposed	

Is the development to be staged:

Please tick ✓ answer

Yes

No

Please attach any additional information that may be required by Part 6.1 *Application Requirements* of the Tasmanian Planning Scheme – Southern Midlands.

Signed Declaration

I/we as owner of the land or person with consent of the owner hereby declare that:

- I/we have read the Certificate of Title and Schedule of Easements for the land and I/we are satisfied that this application is not prevented by any restrictions, easements or covenants.
- I/we provide permission by or on behalf of the applicant for Council officers to enter the site to assess the application.
- The information given in this application is true and accurate. I/we understand that the information and materials provided with this application may be made available to the public. I/we understand that the Council may make such copies of the information and materials as, in its opinion, are necessary to facilitate a thorough consideration of the application.
- I/we have secured the necessary permission from the copyright owner to communicate and reproduce the plans submitted with the application for assessment. I/we indemnify the Southern Midlands Council for any claim or action taken against it regarding a breach of copyright in respect of any of the information or material provided.
- I/we declare that, in accordance with Section 52(1) of the Land Use Planning and Approvals Act 1993, that I have notified the owner of the intention to make this application. Where the subject property is owned or controlled by Council or the Crown, their consent is attached and the application form signed by the Minister of the Crown responsible and/or the General Manager of the Council.

Applicant Signature
(If not the Title Owner)

Applicant Name (please print)

Date

Land Owner(s) Signature

Land Owners Name (please print)

Date

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SOUTHERN
MIDLANDS
COUNCIL



Land Owner(s) Signature

[Handwritten Signature]

Land Owners Name (please print)

Leah Newbon

Date

27-1-25

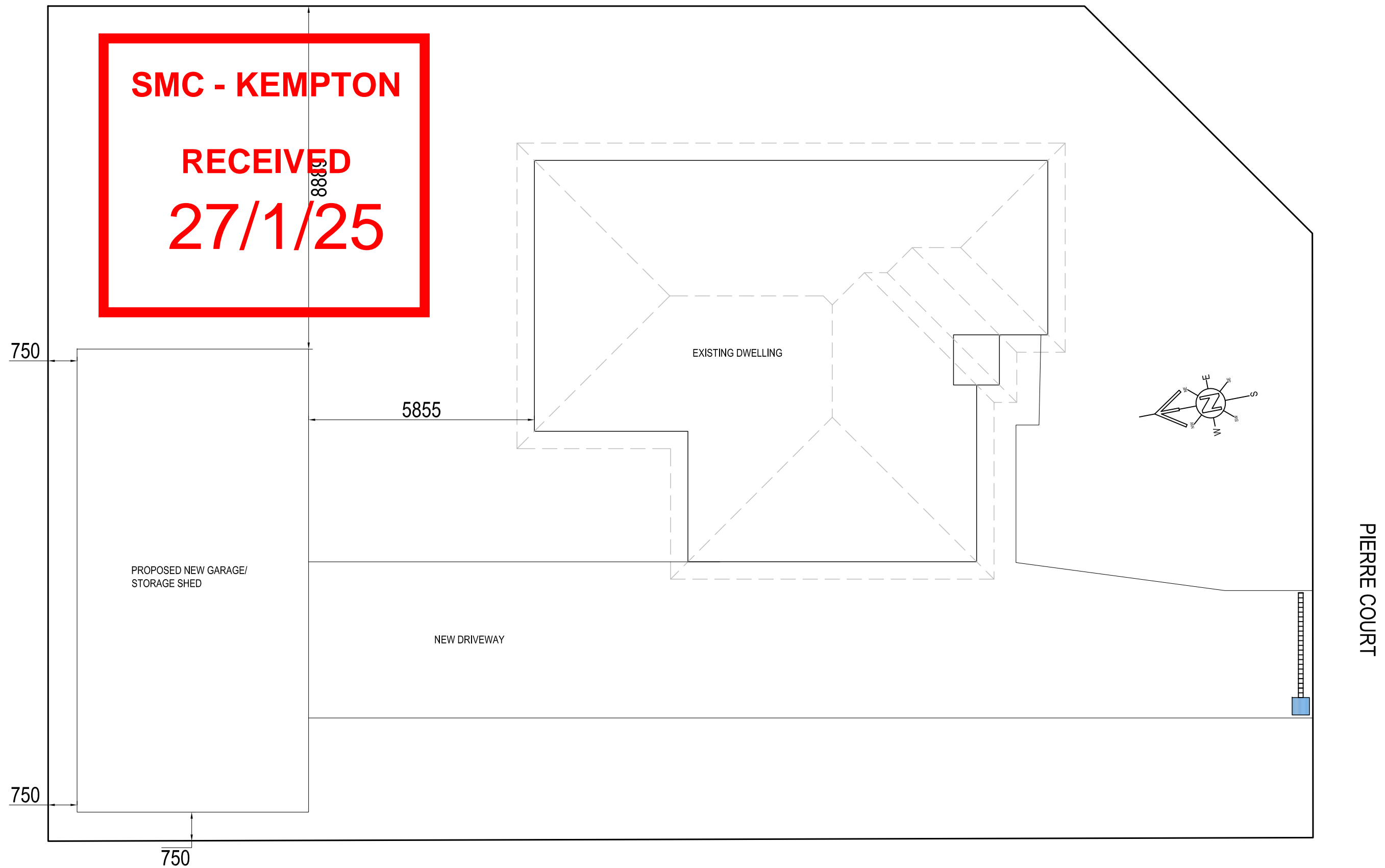
PRIVACY STATEMENT

The Southern Midlands Council abides by the Personal Information Protection Act 2004 and views the protection of your privacy as an integral part of its commitment towards complete accountability and integrity in all its activities and programs.

Collection of Personal Information: The personal information being collected from you for the purposes of the Personal Information Protection Act, 2004 and will be used solely by Council in accordance with its Privacy Policy. Council is collecting this information from you in order to process your application.

Disclosure of Personal Information: Council will take all necessary measures to prevent unauthorised access to or disclosure of your personal information. External organisations to whom this personal information will be disclosed as required under the Building Act 2000. This information will not be disclosed to any other external agencies unless required or authorised by law.

Correction of Personal Information: If you wish to alter any personal information you have supplied to Council please telephone the Southern Midlands Council on (03) 62545050. Please contact the Council's Privacy Officer on (03) 6254 5000 if you have any other enquires concerning Council's privacy procedures.



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PROPOSED NEW GARAGE/ STORAGE SHED AT 2 PIERRE COURT CAMPANIA
 FOR W BURDEN AND L NEWBON SCALE 1:100

<p>SCHEDULE OF EASEMENTS</p> <p>NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGAGES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.</p>	<p>Registered Number</p> <p>SP. 184715</p>
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PAGE 1 OF 7 PAGES

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

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

Each lot on the plan is subject to:-

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

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

DRAINAGE EASMENTS

Lots 77 and 78 are each subject to a right of drainage in gross (in favour of the Southern Midlands Council) over the land marked "PIPELINE & SERVICES EASEMENT AND DRAINAGE EASEMENT VARIABLE WIDTH" passing through such lot on the plan.

Lot 78 is subject to a right of drainage in gross (in favour of the Southern Midlands Council) over the land marked "DRAINAGE EASEMENT 2.50m WIDE" passing through such lot on the plan.

Lots 68 - 71, Lot 100 and Lots 78 - 81 are each subject to a right of drainage in gross (in favour of the Southern Midlands Council) over the land marked "PIPELINE & SERVICES EASEMENT AND DRAINAGE EASEMENT 3.00m WIDE (SP.178220)" passing through such lot on the plan.

PIPELINE EASEMENTS

Lot 76 is subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Limited, its successors and assigns ("TasWater") over the land marked "PIPELINE & SERVICES EASEMENT - 2.50m WIDE" passing through such lot on the plan.

Lots 77 and 78 are each subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Limited, its successors and assigns ("TasWater") over the land marked "PIPELINE & SERVICES EASEMENT AND DRAINAGE EASEMENT VARIABLE WIDTH" passing through such lot on the plan.

(USE ANNEXURE PAGES FOR CONTINUATION)

<p>SUBDIVIDER: RE SCAIFE & Others</p> <p>FOLIO REF: C/T 182676/200</p> <p>SOLICITOR Baker Wilson Davies Lawyers & REFERENCE: 214181/TD</p>	<p>PLAN SEALED BY: <i>Southern Midlands Council</i></p> <p>DATE: <i>26/4/23</i></p> <p><i>SA2010.137</i> REF NO.</p> <p><i>[Signature]</i> Council Delegate</p>
<p>NOTE: The Council Delegate must sign the Certificate for the purposes of identification.</p>	

<p>SCHEDULE OF EASEMENTS PAGE 2 OF 7 PAGES</p>	<p>ANNEXURE TO SMC - KEMPTON</p>	<p>Registered Number SP 184715</p>
<p>SUBDIVIDER: RE SCARIFE & OTHERS FOLIO REFERENCE C/T 182676/200</p>		

Lots 68 - 71, Lot 70 and Lots 78 - 81 are each subject to a Pipeline and Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Limited, its successors and assigns ("TasWater") over the land marked "PIPELINE & SERVICES EASEMENT AND DRAINAGE EASEMENT 3.00m WIDE (SP.17/220)" passing through such lot or the plan.

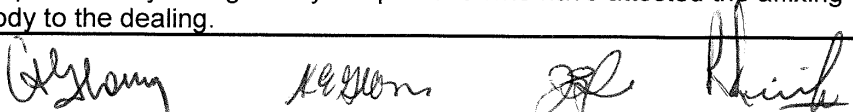
The Pipeline and Services Easement is defined as follows:-

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

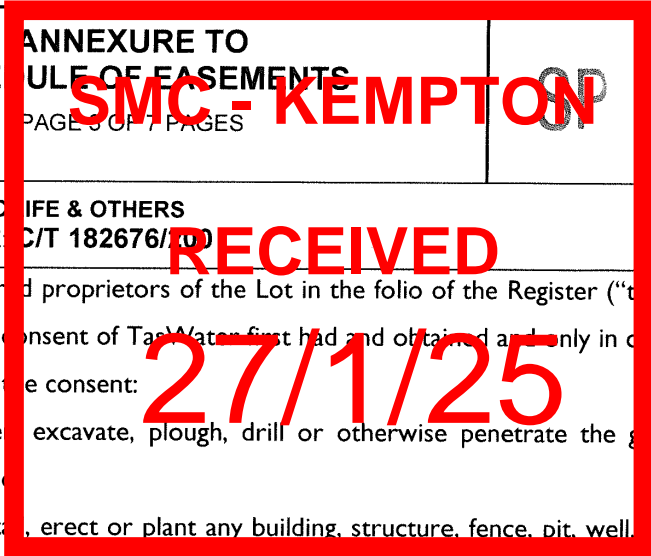
- (1) enter and remain upon the Easement Land with or without employees, contractors, agents and all other persons duly authorised by it and with or without machinery, vehicles, plant and equipment;
- (2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement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

PROVIDED ALWAYS THAT:

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.



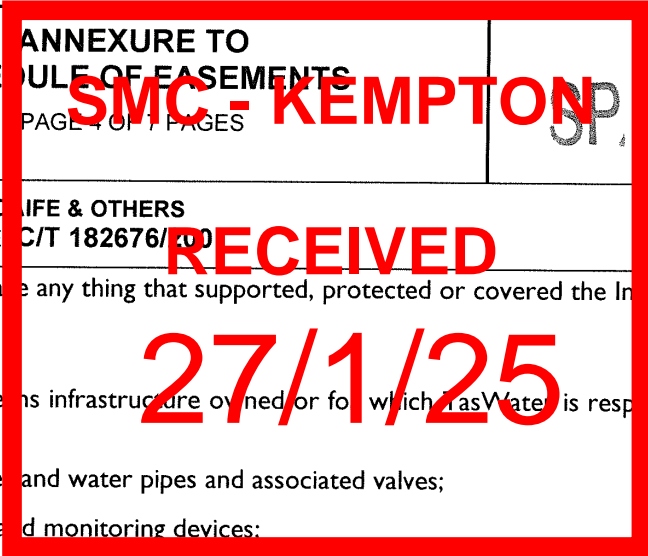
<p>ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 7 PAGES</p>	<p>Registered Number 184715</p>
<p>SUBDIVIDER: RE SCIFFE & OTHERS FOLIO REFERENCE: C/T 182676/100</p>	



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

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 7 PAGES	Registered Number SP 184715
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(c) replace any thing that supported, protected or covered the Infrastructure.

Interpretation:

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

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

COVENANTS

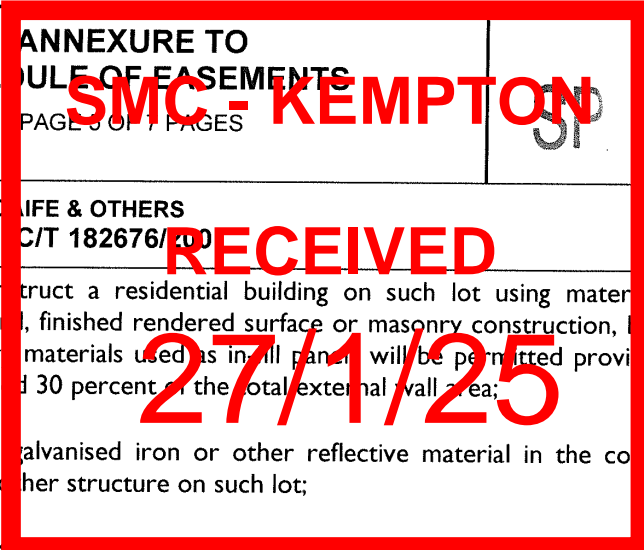
Each lot on the plan is burdened by the restrictive covenant as created by SP 159788, SP 162016, & SP 170362, SP175724 & SP178220

The owners of Lots 68 – 81 on the plan covenant with the vendor, RODNEY ERIC SCAIFE, JUDITH NANCY SCAIFE, ANDREW ROBERT GLOVER and KATHRYN ELIZABETH GLOVER, and the owner for the time being of every other lot on the plan to the intent that the burden of this covenant shall run with and bind the covenantors lot and every part thereof and that the benefit thereof shall be annexed to and devolve with each and every part of every other lot on the plan to observe the following stipulations:

- Not to, without the consent of the Southern Midlands Council, erect or permit to remain on such lot any advertising sign of any type whatsoever provided that a sign indicating that a lot is for sale will be permitted for a limited period;
- Not to use reflective materials in the construction of any dwelling, shed or outbuilding on such lot;

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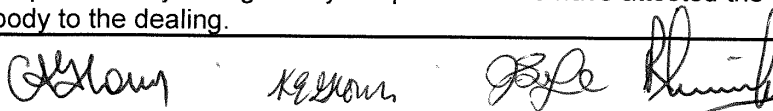
<p>ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 5 OF 7 PAGES</p>	<p>Registered Number SP 184715</p>
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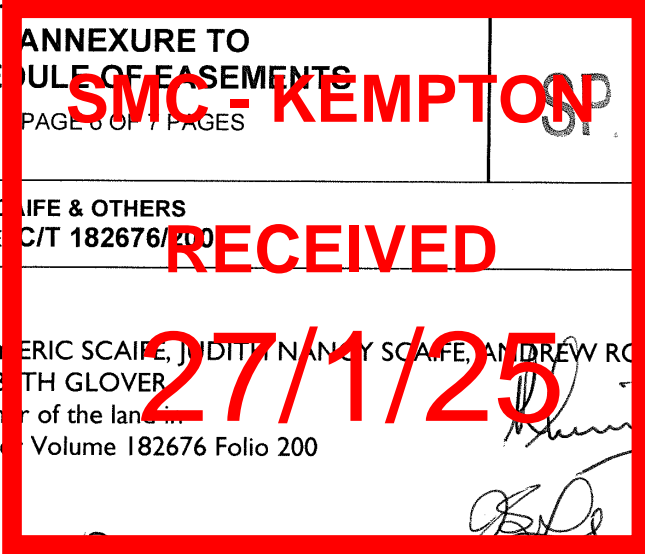
- Not to construct a residential building on such lot using materials other than general brick, weatherboard, finished rendered surface or masonry construction, but the use of other timber or non-masonry materials used as in-fill panels will be permitted provided that these latter materials do not exceed 30 percent of the total external wall area;
- Not to use galvanised iron or other reflective material in the construction of the roof of any dwelling or other structure on such lot;
- Not to construct a building on such lot that has a minimum floor area of less than 90 square metres which area does not include patios, garages or carports;
- Not to permit vehicles with a gross vehicle mass greater than 10 tonne to be parked, stored or allowed to remain on such lot for a period in excess of six hours;
- Not to store or allow to remain on such lot any construction plant and equipment, transport equipment or salvage of building materials except where immediately required for use in the construction of a dwelling and associated infrastructure on the lot;
- Not to bring onto such lot any transportable house or a house relocated from another place;
- Not to place or permit to remain on such lot any water tank which has any external metal finish;
- Not to place or permit to remain on such lot any caravan, shed or other structure (excluding dwellings) to be used as a permanent residence provided that a caravan, shed or other structure may be utilised for a period not exceeding one year during the construction of a permanent dwelling or residence;
- Not to, without the consent of the Southern Midlands Council, conduct any trade or business on such lot provided that the letting for residential purposes of the whole of any dwelling erected on the lot will not be in contravention of this stipulation
- The Vendor reserves the right to release any such lot from any of the restrictive covenants above or to waive or alter any such restrictive covenants. The exercise of the said right in relation to any lot will not release the owners of any other lot from any of the conditions or covenants affecting or imposed upon such other lots or give the owners of any lot any right of action against the Vendor or any other person.

The owner of each lot on the plan covenants with the vendor, RODNEY ERIC SCAIFE, JUDITH NANCY SCAIFE, ANDREW ROBERT GLOVER and KATHRYN ELIZABETH GLOVER, that the vendor shall not be required to fence.

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<p>ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 6 OF 7 PAGES</p>	<p>Registered Number 184715</p>
<p>SUBDIVIDER: RE SCAIFE & OTHERS FOLIO REFERENCE: C/T 182676/200</p>	



Signed by RODNEY ERIC SCAIFE, JUDITH NANCY SCAIFE, ANDREW ROBERT GLOVER and KATHRYN ELIZABETH GLOVER
 The registered owner of the land in
 Folios of the Register Volume 182676 Folio 200

In the presence of:
 Witness Signature:
 Witness Full Name:
 Witness Full Address:
 Witness Occupation:

Julia Rose Davey
 66 Saundersons Rd,
 Risdon Tas 7017
 Cook

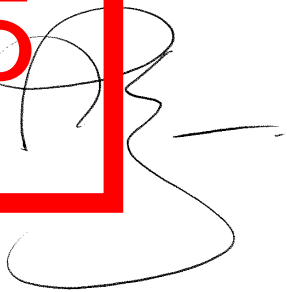
[Handwritten signatures]

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<p>ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 7 OF 7 PAGES</p>	<p>Registered Number 184715</p>
<p>SUBDIVIDER: RE SCARLE & OTHERS FOLIO REFERENCE: C/T 182676/100</p>	

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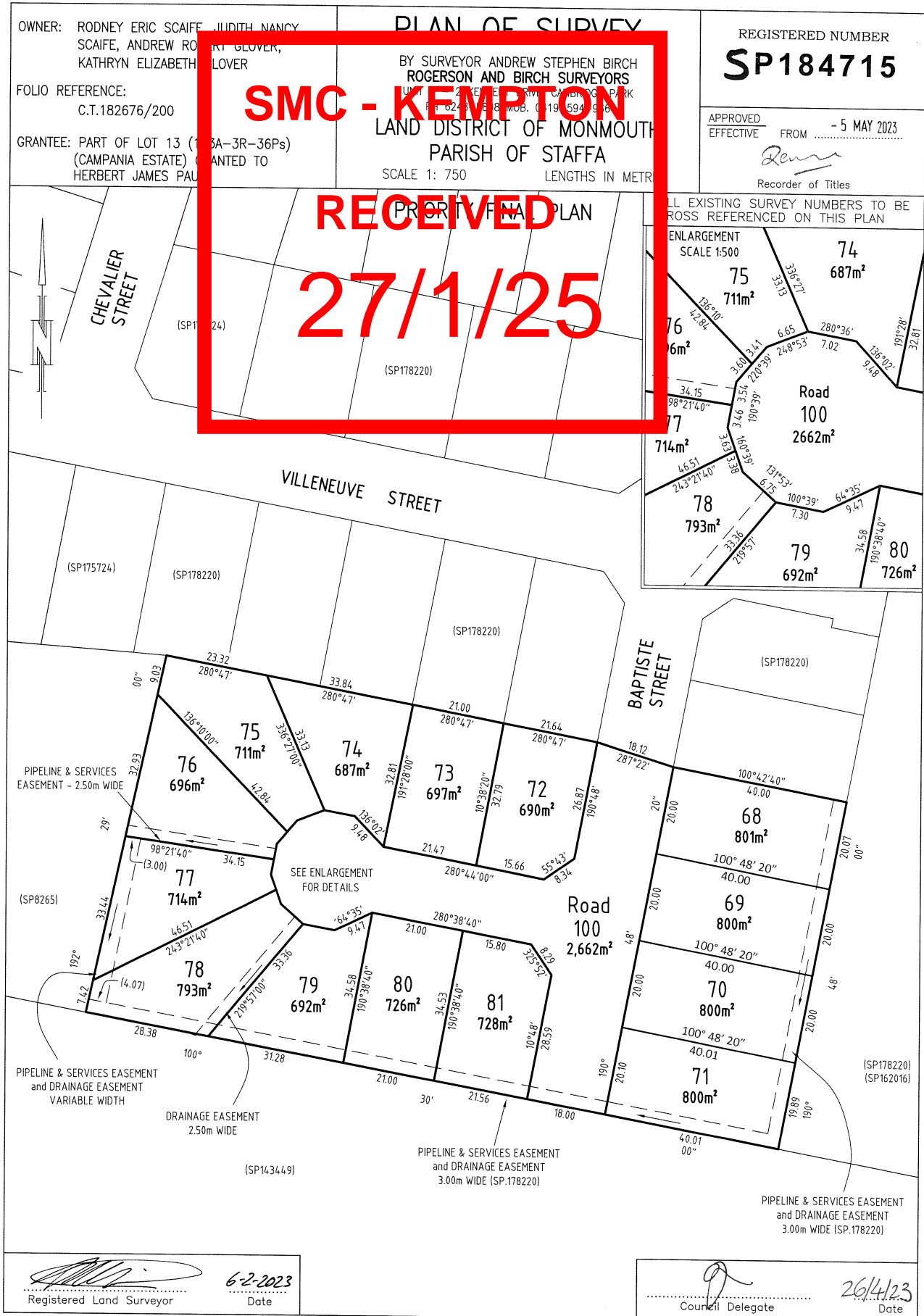
Executed by MURDOCH CLARKE MORTGAGE MANAGEMENT LIMITED ACN 115 58 560 as mortgagee pursuant to Mortgage M815162, as Responsible Entity of the MURDOCH CLARKE MORTGAGE FUND ARSN 093 255 559 by its Duly authorised Attorney PAUL KUZIS Pursuant to Power of Attorney registered on 15 January 2018 Registered Number A100270 Revocation thereof



In the presence of:

Witness Signature: *AM Thomas*
 Witness Full Name:
 Witness Full Address:
 Witness Occupation: Andrea Marie Thomas
 10 Victoria Street,
 Hobart Tas 7000
 Legal Secretary

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SEARCH OF TORRENS TITLE

VOLUME 184715	FOLIO 72
EDITION 2	DATE OF ISSUE 06-Feb-2024

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SEARCH DATE : 29-Nov-2024
SEARCH TIME : 02.23 PM

DESCRIPTION OF LAND

Parish of STAFFA Land District of MOUNTMOUTH
Lot 72 on Sealed Plan 184715
Derivation : Part of Lot 13, 153A-3R-36P (Campania State) Gtd.
to Herbert James Paul
Prior CT 182676/20

SCHEDULE 1

N172828 TRANSFER to WILLIAM HENRY BURDEN and LEAH MAY NEWBON
Registered 06-Feb-2024 at 12.01 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
SP184715 COVENANTS in Schedule of Easements
SP184715 FENCING COVENANT in Schedule of Easements
SP159788, SP162016, SP170362, SP175724 & SP178220 COVENANTS in
Schedule of Easements
SP15390 & SP178220 FENCING COVENANT in Schedule of Easements
SP159788, SP162016, SP170362 & SP175724 FENCING PROVISION in
Schedule of Easements
E374016 MORTGAGE to B&E Ltd Registered 06-Feb-2024 at 12.02
PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations