



Public Notice Details

Planning Application Details

Application No	DA2500044
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Property Details

Property Location	29 Chevalier Street campania
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Application Information

Application Type	Discretionary Development Application
Development Category	Addition to Outbuilding
Advertising Commencement Date	28/03/2025
Advertising Closing Period	11/04/2025
<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.

SMC - KEMPTON
RECEIVED
17/3/25



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).

ADDITION TO EXISTING OUTBUILDING / GARAGE
7m x 3.6m

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

29 CHEVALIER STREET
CAMPANIA, TAS, 7026.

Certificate of Title/s Volume Number/Lot Number:

VOLUME 182675 FOLIO 9

Land Owners Name:

ANTHONY MUDDE & JANELLE PERCY

Full Name/s or Full Business/Company Name

Applicant's Name:

P & J STEADS P/L

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

Contact details:

Postal address for correspondence: 38 MCINTYRE STREET,
MORNINGTON, TAS, 7018
Telephone or Mobile: 62444300
Email address: a.brown@fairdinkunhobart.com.au

(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

\$ 17,000 -

For Commercial Planning Permit Applications Only

Signage: Yes No

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

Business Details:

Existing hours of operation				Proposed hours of new operation			
Hours	am	to	pm	Hours	am	to	pm
Weekdays				Weekdays			
Sat				Sat			
Sun				Sun			

Number of existing employees: Number of proposed new employees:

Traffic Movements:	Number of commercial vehicles serving the site at present	<input type="text" value=""/>	Approximate number of commercial vehicles servicing the site in the future	<input type="text" value=""/>
Number of Car Parking Spaces:	How many car spaces are currently provided	<input type="text" value=""/>	How many new car spaces are proposed	<input type="text" value=""/>

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)


ADRIAN BROWN

Applicant Name (please print)

P & J STEWART P/L

Date

17/3/2025

Land Owner(s) Signature

SEE AUTHORITY FORM

Land Owners Name (please print)

Date

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17/3/25



Land Owner(s) Signature

Land Owners Name (please print)

Date

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.

Information & Checklist Sheet

DEVELOPMENT / USE

Use this check list for submitting your application for a planning permit –Please do not attach the check list with your application

Submitting your application ✓

1. All plans and information required per Part 6.1 Application Requirements of the Tasmanian Planning Scheme i.e.: site plan showing all existing buildings, proposed buildings, elevation plans etc.
2. Copy of the current Certificate of Title, Schedule of Easements and Title Plan (Available from Service Tasmania Offices)
3. Any reports, certificates or written statements to accompany the Application (if applicable) required by the relevant zone or code.
4. Prescribed fees payable to Council

Information

If you provide an email address in this form then the Southern Midlands Council (“the Council”) will treat the provision of the email address as consent to the Council, pursuant to Section 6 of the Electronic Transactions Act 2000, to using that email address for the purposes of assessing the Application under the Land Use Planning and Approvals Act 1993 (“the Act”).

If you provide an email address, the Council will not provide hard copy documentation unless specifically requested.

It is your responsibility to provide the Council with the correct email address and to check your email for communications from the Council.

If you do not wish for the Council to use your email address as the method of contact and for the giving of information, please tick ✓ the box

Heritage Tasmania

If the Property is listed on the Tasmanian Heritage Register then the Application will be referred to Heritage Tasmania unless an Exemption Certificate has been provided with this Application. (Phone 1300 850 332 (local call cost) or email enquires@heritage.tas.gov.au)

TasWater

Depending on the works proposed Council may be required to refer the Application to TasWater for assessment (Phone 136992)

IMPORTANT: There is no connection between Planning approval and Building & Plumbing approvals.

Owners are to ensure that the work is either Low-Risk Building Work, Notifiable Building Work or Permit work in accordance with the Directors Determination – Categories of Building & Demolition Work v 1.4 dated 12 March 2021 prior to any building works being carried out on the land.

https://www.cbos.tas.gov.au/data/assets/pdf_file/0014/405014/Directors-determination-categories-of-building-and-demolition-work-2021.pdf

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ADDITION TO OUTBUILDING / GARAGE
29 CHEVALIER STREET, CAMPANIA, 7026
FOR A. MUDDE & J. PERCY

CERTIFICATE OF TITLE: VOLUME - 182675 FOLIO - 9
PID: 9794680
LAND AREA: 605m²

PLANNING SCHEME: TASMANIA PLANNING SCHEME
SOUTHERN MIDLANDS LOCAL PROVISIONS SCHEDULE
ZONE: 12.0 VILLAGE
OVERLAYS: BUSHFIRE PRONE AREAS

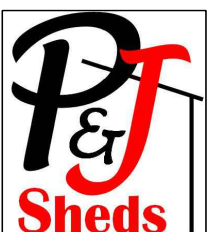
SOIL CLASSIFICATION: ASSUMED M
WIND REGION: A
TERRAIN CATEGORY: TC 2.47
IMPORTANCE LEVEL: 2 (DOMESTIC)
SHIELDING: 1
TOPOGRAPHY: 1
BAL: TO BE ASSESSED

INDEX OF DRAWINGS - BY ADRIAN BROWN CC6003R

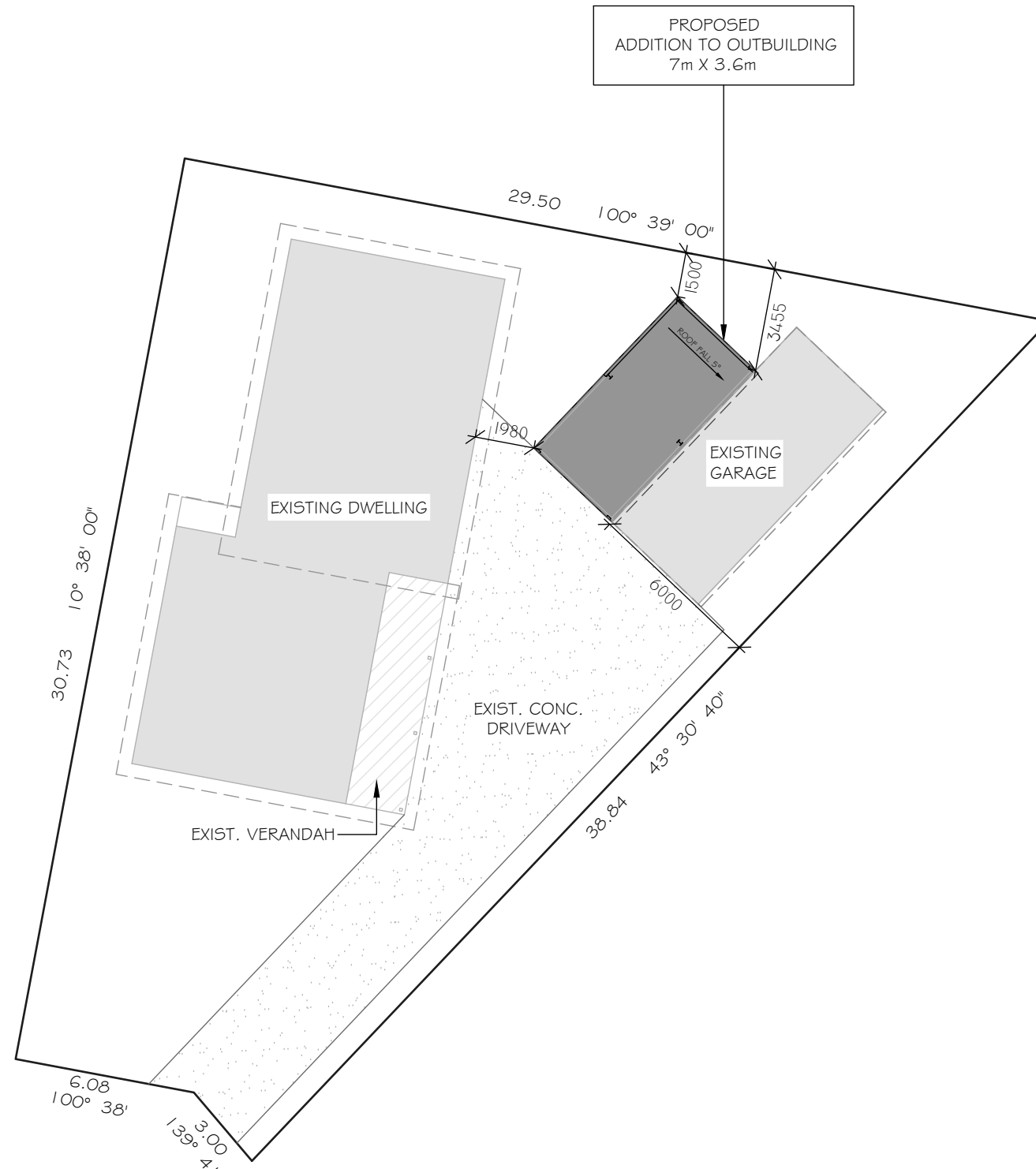
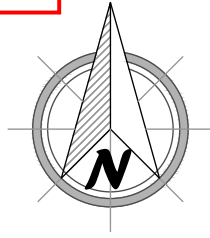
PAGE 1 - SITE PLAN 1:200
PAGE 2 - ELEVATIONS 1:100
PAGE 3 - FLOOR PLAN 1:100
PAGE 4 - PLUMBING PLAN 1:100

ADDITIONAL DRAWINGS / ENGINEERING
BY NORTHERN CONSULTING ENGINEERS

JOB NO - 100966



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LOT AREA: 605m²

EXISTING DWELLING AREA: 133.7m²

EXISTING VERANDAH: 15.8m²

EXISTING OUTBUILDINGS: 36m²

PROPOSED ADDITION TO OUTBUILDING AREA: 25.2m²

PROPOSED SITE COVER: 210.70m² OR 34.8%

CHEVALIER

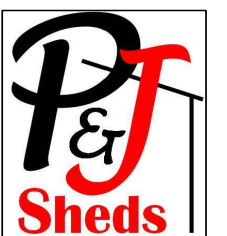
STREET

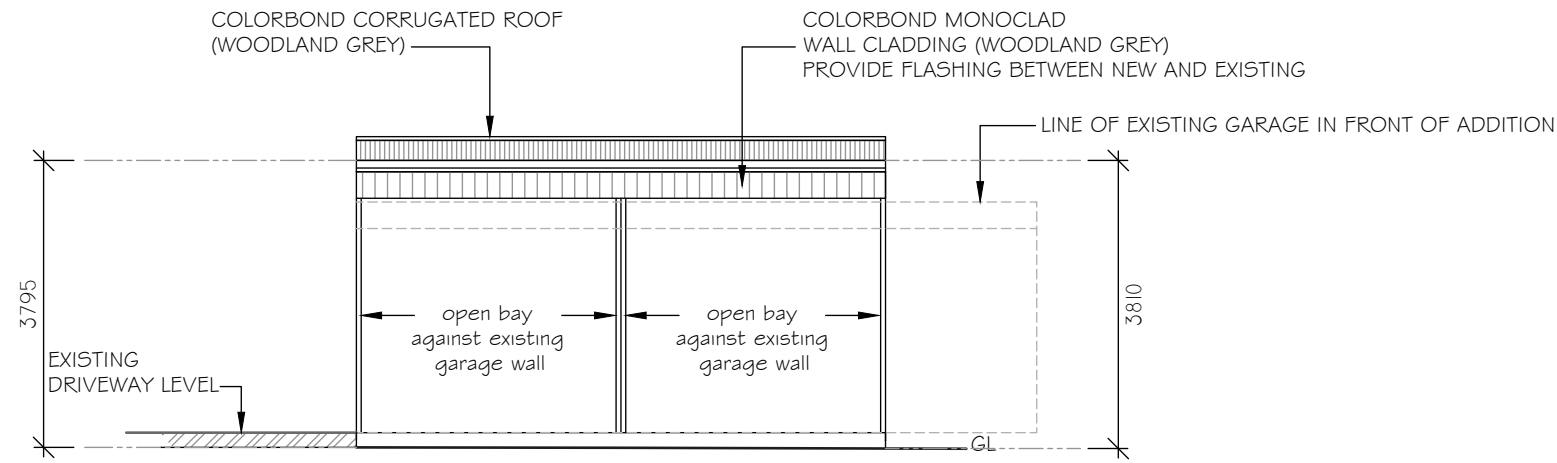
VOL : 182675
FOLIO: 9
605m²

SITE PLAN PREPARED FROM CERTIFICATE OF TITLE
INFORMATION AND MEASUREMENTS TAKEN ON SITE.
CONFIRMATION OF BOUNDARY LOCATION BY
REGISTERED SURVEYOR IS ALWAYS RECOMMENDED
PRIOR TO CONSTRUCTION AND IS THE RESPONSIBILITY
OF THE PROPERTY OWNER.

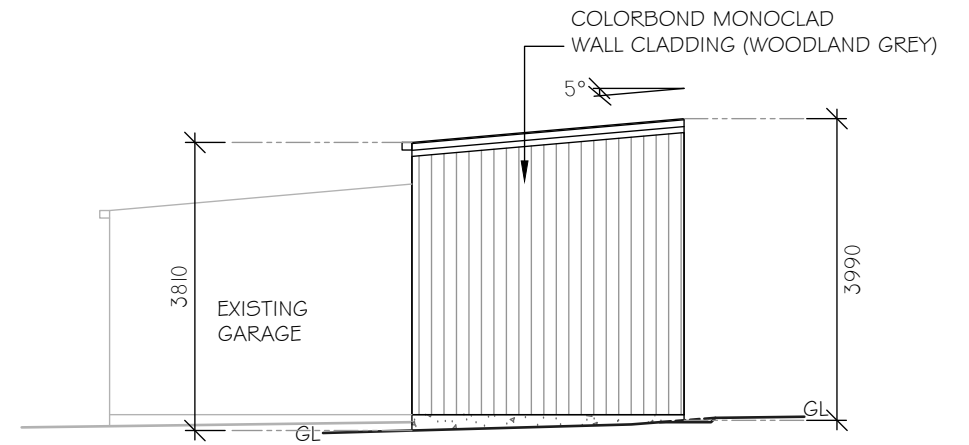
SITE PLAN 1:200

PROPOSAL : ADDITION TO OUTBUILDING / GARAGE
OWNER : A. MUDDÉ & J. PERCY
ADDRESS: 29 CHEVALIER STREET, CAMPANIA, 7026
SCALE: 1:200
DATE: 17th MARCH 2025
AMENDED:
DRAWN BY: A. BROWN CCG003R
PAGE: 01/04
JOB NO : 100966



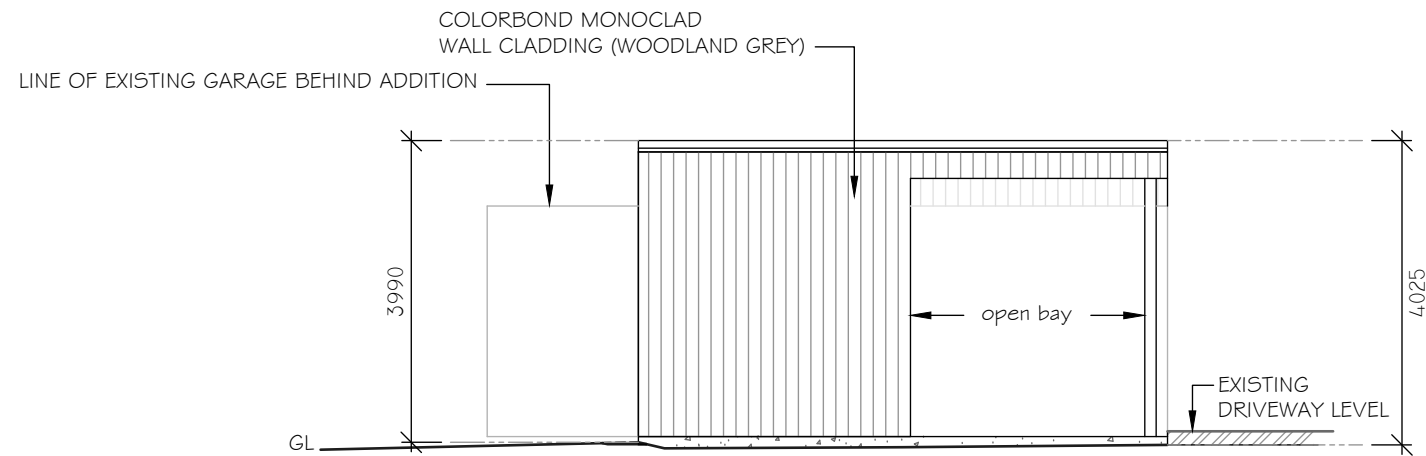


SOUTH EAST ELEVATION

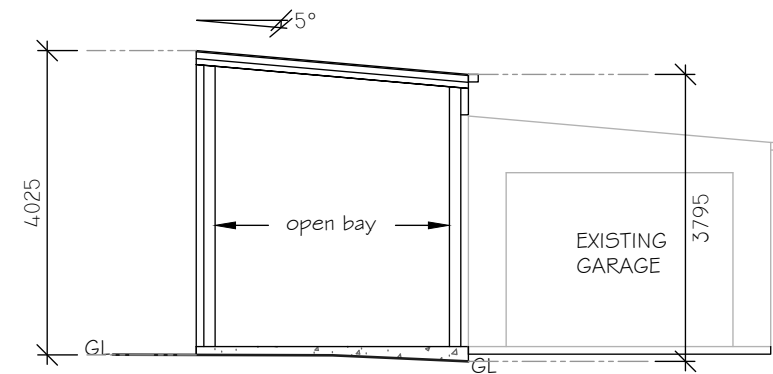


NORTH EAST ELEVATION

- COLOURS (COLORBOND®):
 EXT. WALLS - WOODLAND GREY
 ROOF - WOODLAND GREY
 GUTTER - NIGHT SKY
 CORNER FLASH - NIGHT SKY
 BARGE FLASHING - NIGHT SKY
 OPENING FLASH - NIGHT SKY



NORTH WEST ELEVATION

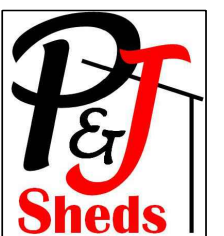


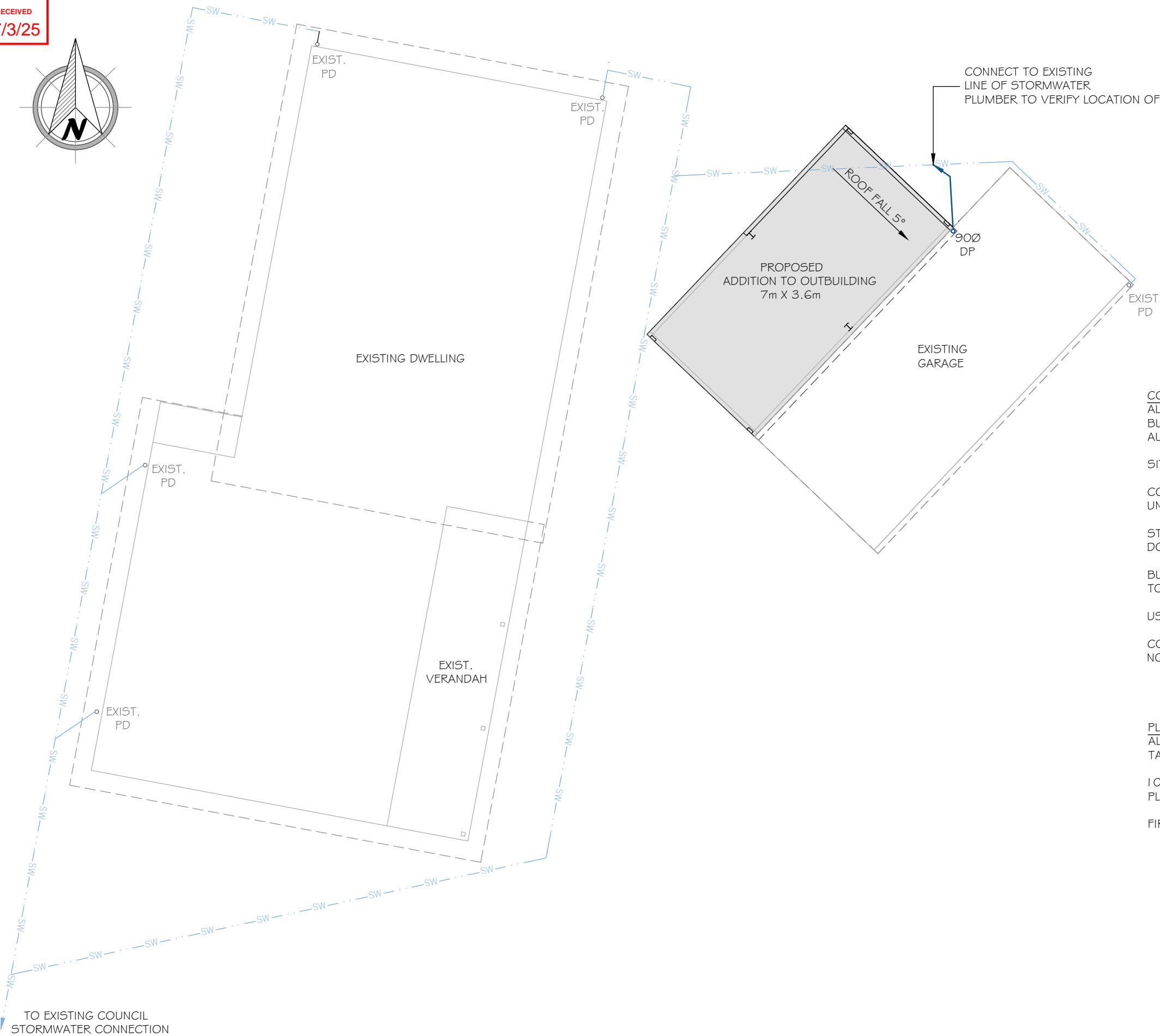
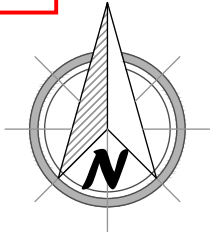
SOUTH WEST ELEVATION

REFER TO DRAWINGS BY NORTHERN CONSULTING ENGINEERS FOR ALL MEMBER AND MATERIAL DETAILS AS WELL AS FOOTING DESIGN AND SPECIFICATIONS.

ELEVATIONS 1:100

PROPOSAL : ADDITION TO OUTBUILDING / GARAGE
 OWNER : A. MUDDÉ & J. PERCY
 ADDRESS: 29 CHEVALIER STREET, CAMPANIA, 7026
 SCALE: 1:100
 DATE: 17th MARCH 2025
 AMENDED:
 DRAWN BY: A. BROWN CCG003R
 PAGE: 02/04
 JOB NO : 100966





CONNECT TO EXISTING
LINE OF STORMWATER
PLUMBER TO VERIFY LOCATION OF EXISTING

PROPOSED
ADDITION TO OUTBUILDING
7m X 3.6m

EXISTING
GARAGE

EXISTING DWELLING

EXIST.
VERANDAH

CONSTRUCTION GENERALLY:
ALL CONSTRUCTION TO BE IN ACCORDANCE WITH CURRENT BUILDING REGULATIONS,
BUILDING CODE OF AUSTRALIA (B.C.A.), RELEVANT AUSTRALIAN STANDARDS AND LOCAL
AUTHORITY REQUIREMENTS.

SITE PREPARATION AND EXCAVATION TO COUNCIL AND B.C.A REQUIREMENTS.

CONCRETE FOOTINGS TO AS 2870.1 AND ENGINEER SPECIFICATIONS.
UNLESS OTHERWISE SPECIFIED, FOOTINGS 20MPA / SLAB 25MPA.

STRUCTURAL; DETAILS AND CERTIFICATION AS PER 'FAIR DINKUM' BUILDS'
DOCUMENTATION.

BUILDER TO VERIFY ALL DIMENSIONS AND DETAILS ON THIS SET OF PLANS PRIOR
TO COMMENCEMENT OF WORK ON SITE.

USE WRITTEN DIMENSIONS IN PREFERENCE TO MEASURING OFF THE PLAN.

COUNCIL / CONTRACTOR TO CONTACT P&J SHEDS IF NECESSARY INFORMATION IS
NOT PROVIDED ON THIS SET OF PLANS.

PLUMBING GENERALLY:
ALL PLUMBING TO BE IN ACCORDANCE WITH AS 3500.
TAS PLUMBING CODE AND LOCAL AUTHORITY REQUIREMENTS.

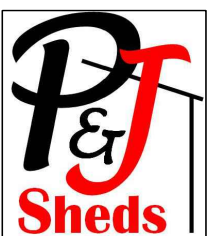
100dia PVC STORM WATER TO EXISTING STORM WATER CONNECTION.
PLUMBER TO VERIFY CONNECTION LOCATION WITH OWNER.

FIRST INSPECTION OPENING TO BE RAISED TO FINISHED GROUND LEVEL.

TO EXISTING COUNCIL
STORMWATER CONNECTION

PLUMBING PLAN 1:100

PROPOSAL : ADDITION TO OUTBUILDING / GARAGE
 OWNER : A. MUDDÉ & J. PERCY
 ADDRESS: 29 CHEVALIER STREET, CAMPANIA, 7026
 SCALE: 1:100
 DATE: 17th MARCH 2025
 AMENDED:
 DRAWN BY: A. BROWN CCG003R
 PAGE: 04/04
 JOB NO : 100966



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Fair Dinkum Builds Hobart

38 McIntyre Street
Mornington TAS 7018

Phone 03 6244 4300

fairdinkumbuilds.com.au

AGENT AUTHORISATION

Project Address:	29 Chevalier Street Campania 7026
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I/We

Janelle Percy

Owner Name/s:	Anthony Mudde (Please list any other owner's names that will appear on title)
Postal Address:	29 Chevalier Street Campania 7026
Phone Number:	0438142331
Email Address:	anthonymudde75@icloud.com

Hereby appoint the following person/company representative:

Agent Name/s:	P&J Sheds Pty Ltd
Postal Address:	38 McIntyre Street Mornington, TAS 7018
Phone Number:	03 6244 4300
Email Address:	admin@fairdinkumhobart.com.au

to act as my/our authorised agent to apply for any required certificates and permits, and to provide any necessary information to, or communicate with the relevant council as required in accordance with the Building Act 2016.

Owner Name:	ANTHONY MUDDE	Owner Signature:		Date:	21/1/25
Owner Name:	JANELLE PERCY	Owner Signature:		Date:	21/1/25



SEARCH OF TORRENS TITLE

VOLUME 182675	FOLIO 9
EDITION 3	DATE OF ISSUE 01-Feb-2025

SEARCH DATE : 12-Feb-2025

SEARCH TIME : 12.04 PM

DESCRIPTION OF LAND

Parish of STAFFA Land District of MONMOUTH
Lot 9 on Sealed Plan 182675
Derivation : Part of Lot 13, 153A-3R-36P (Campania Estate) Gtd.
to Herbert James Paul
Prior CT 178220/201

SCHEDULE 1

N228994 TRANSFER to ANTHONY MATTHEW MUDDE and JANELLE SUZANNE
PERCY Registered 01-Feb-2025 at 12.01 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
SP182675 COVENANTS in Schedule of Easements
SP182675 FENCING COVENANT in Schedule of Easements
SP159788 & SP162016 FENCING PROVISION in Schedule of Easements
SP15390 & SP178220 FENCING COVENANT in Schedule of Easements
E402777 MORTGAGE to Commonwealth Bank of Australia
Registered 01-Feb-2025 at 12.02 PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

OWNER: RODNEY ERIC SCAIFE, JUDITH NANCY SCAIFE, ANDREW ROBERT GLOVER, KATHRYN ELIZABETH GLOVER

FOLIO REFERENCE: C.T.178220/201 & C.T.178220/200

GRANTEE: PART OF LOT 13 (153A-3R-36P) (130A-1R-36Ps) (CAMPANIA ESTATE) GRANTED TO HERBERT JAMES PAUL

PLAN OF SURVEY

BY SURVEYOR ANDREW STEPHEN BIRCH
 ROGERSON AND BIRCH SURVEYORS
 UNIT 1 - 2 KENNEDY DRIVE, CAMBRIDGE PARK
 PH 6248-5898 MOB. 0419-594-966

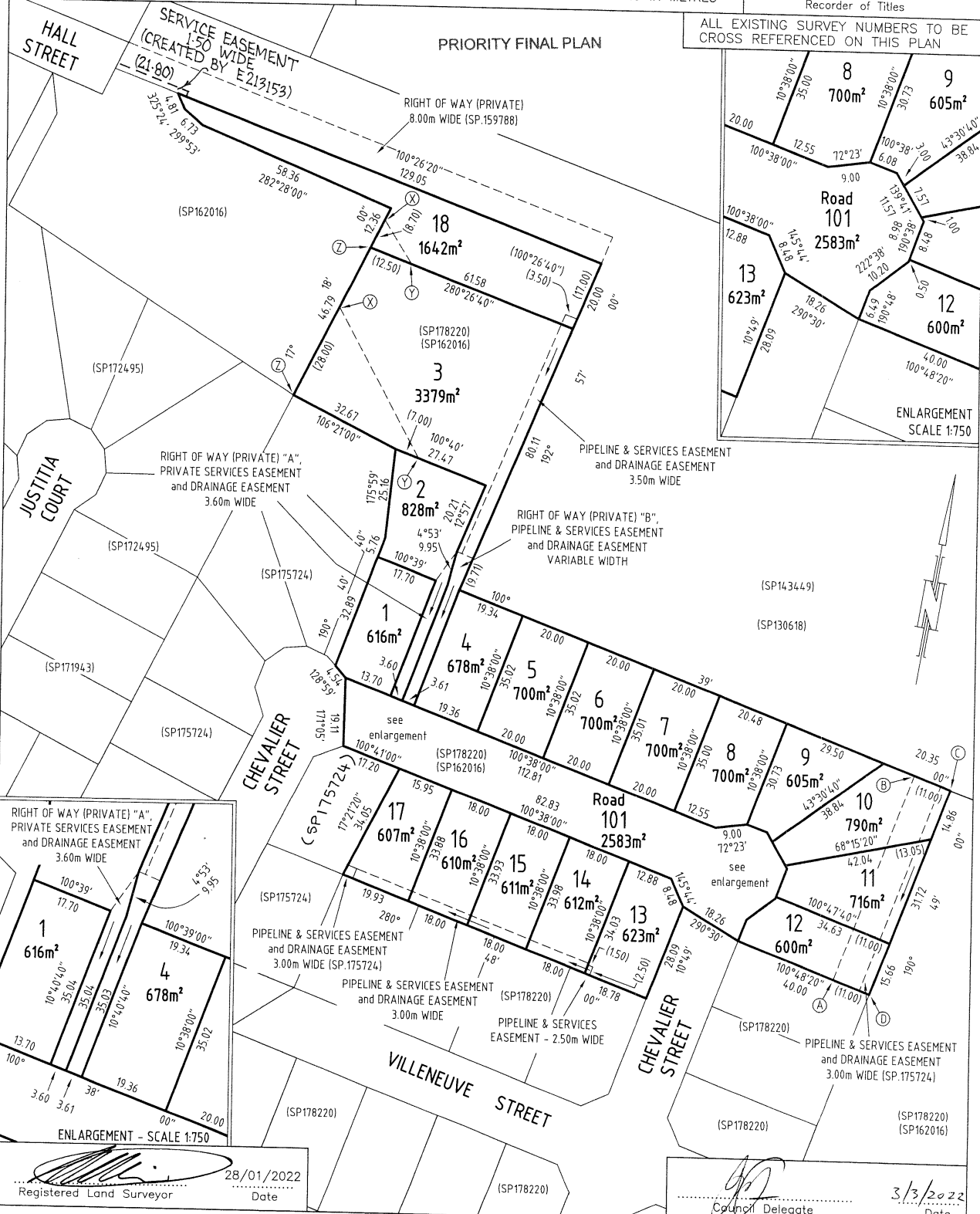
LAND DISTRICT OF MONMOUTH
 PARISH OF STAFFA

SCALE 1: 1000 LENGTHS IN METRES

REGISTERED NUMBER
SP182675

APPROVED EFFECTIVE FROM 22 MAR 2022

[Signature]
 Recorder of Titles



[Signature]
 Registered Land Surveyor
 Date: 28/01/2022

[Signature]
 Council Delegate
 Date: 3/3/2022

SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 182675

1 OF 9 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 EASEMENTS

Lot 2 is subject to a right of drainage in gross (in favour of the Southern Midlands Council) over the land marked "RIGHT OF WAY (PRIVATE) "A", PRIVATE SERVICES EASEMENT AND DRAINAGE EASEMENT 3.60m WIDE" passing through such lot on the plan.

20/1/22
2

Lot 3 is subject to a right of drainage in gross (in favour of the Southern Midlands Council) over the land marked "RIGHT OF WAY (PRIVATE) "B", PIPELINE & SERVICES EASEMENT, PRIVATE SERVICES EASEMENT and DRAINAGE EASEMENT VARIABLE WIDTH" passing through such lot on the plan.

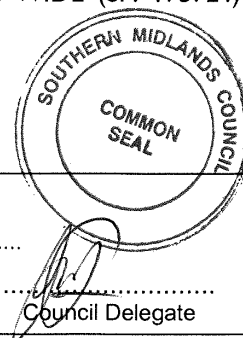
20/1/22
2

Lots 3 & 18 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 3.50m WIDE" passing through such lot on the plan.

Lots 10-12 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. 175724)" passing through such lot on the plan.

Lots 14-17 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" passing through such lot on the plan.

Lot 17 is 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. 175724)" passing through such lot on the plan.



(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: RE SCAIFE & Others FOLIO REF: C/T 178220/200 & C/T 178220/201 SOLICITOR Baker Wilson Davies Lawyers & REFERENCE: 214181/TD	PLAN SEALED BY: DATE: 3/3/2022 SA2020107 REF NO.
Council Delegate	
<p>NOTE: The Council Delegate must sign the Certificate for the purposes of identification.</p>	

<p>ANNEXURE TO SCHEDULE OF EASEMENTS</p> <p>PAGE 2 OF 9 PAGES</p>	<p>Registered Number</p> <p>SP 182675</p>
<p>SUBDIVIDER: RE SCAIFE & OTHERS</p> <p>FOLIO REFERENCE: C/T 178220/200 & C/T 178220/201</p>	

SERVICE EASMENTS

Lot 2 on the plan is subject to a Service Easement (appurtenant to Lot 3 on the plan) over that portion of Lot 2 on the plan marked "RIGHT OF WAY (PRIVATE) "A", PRIVATE SERVICES EASEMENT AND DRAINAGE EASEMENT 3.60m WIDE".

Lot 3 on the plan is together with a Service Easement over that portion of Lot 2 on the plan marked "RIGHT OF WAY (PRIVATE) "A", PRIVATE SERVICES EASEMENT AND DRAINAGE EASEMENT 3.60m WIDE".

~~Lot 3 on the plan is subject to a Service Easement (appurtenant to Lot 2 on the plan) over that portion of Lot 3 on the plan marked "RIGHT OF WAY (PRIVATE) "B", PIPELINE & SERVICES EASEMENT, PRIVATE SERVICES EASEMENT and DRAINAGE EASEMENT VARIABLE WIDTH".~~

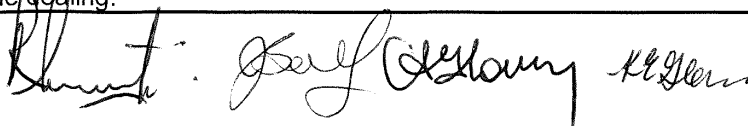
~~Lot 2 on the plan is together with a Service Easement over that portion of Lot 3 on the plan marked "RIGHT OF WAY (PRIVATE) "B", PIPELINE & SERVICES EASEMENT, PRIVATE SERVICES EASEMENT and DRAINAGE EASEMENT VARIABLE WIDTH".~~

The words "Service Easement" mean:

"The full and free right:

- to lay use and maintain forever water mains, pipes, 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 common with the owner of the property burdened by the easement,
- in favour of every person who is entitled to an Estate or Interest in possession indicated as the property benefited by the easement or any part of it with which such said right shall be capable of enjoyment, the Crown, and any public authority or local authority constituted by or under any Act,
- and for their surveyors and workmen,
- from time to time and at all times hereafter to enter into and upon the affected land or any part thereof bringing such machinery and other things as it shall think fit and proper to inspect the condition thereof and to repair and amend and cleanse and do any necessary works ,
- causing as little damage as possible and making reasonable compensation for all damage done."

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



ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 9 PAGES	Registered Number SP 182675
SUBDIVIDER: RE SCAIFE & OTHERS FOLIO REFERENCE: C/T 178220/200 & C/T 178220/201	

PIPELINE EASEMENTS

Lots 3 and 18 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 3.50m WIDE" passing through such lot on the plan.

20/1/22
 Lot 3 is subject to a Pipeline and Services Easement in gross in favour of TasWater, its successors and assigns over the land marked "RIGHT OF WAY (PRIVATE) "B", PIPELINE & SERVICES EASEMENT, PRIVATE SERVICES EASEMENT and DRAINAGE EASEMENT VARIABLE WIDTH".

Lots 10-12 are each subject to a Pipeline and Services Easement in gross in favour of TasWater, its successors and assigns over the land marked "PIPELINE & SERVICES EASEMENT and DRAINAGE EASEMENT 3.00m WIDE (SP. 175724)" passing through such lot on the plan.

Lot 13 is subject to a Pipeline and Services Easement in gross in favour of TasWater, its successors and assigns over the land marked "PIPELINE & SERVICES EASEMENT – 2.50m WIDE".

Lots 14-17 (and are each subject to a Pipeline and Services Easement in gross in favour of TasWater, its successors and assigns over the land marked "PIPELINE & SERVICES EASEMENT AND DRAINAGE EASEMENT 3.00m WIDE" passing through such lot on the plan.

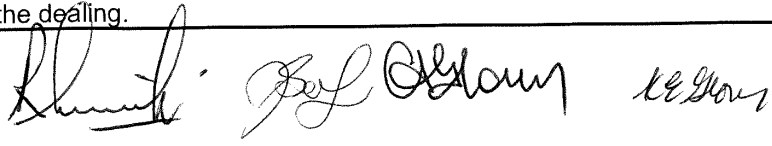
Lot 17 is subject to a Pipeline and Services Easement in gross in favour of TasWater, its successors and assigns over the land marked "PIPELINE & SERVICES EASEMENT AND DRAINAGE EASEMENT 3.00m WIDE (SP. 175724)" passing through such lot on the plan.

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;

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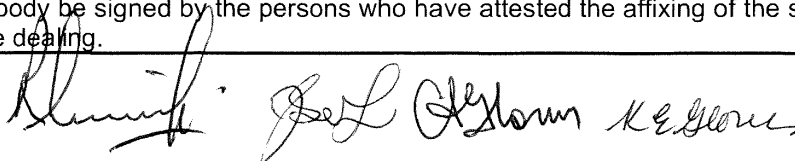
ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 9 PAGES	Registered Number SP 182675
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- (6) do all works reasonably required in connection with such activities or as may be authorised or required by any law:
 - (a) without doing unnecessary damage to the 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:

- (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.

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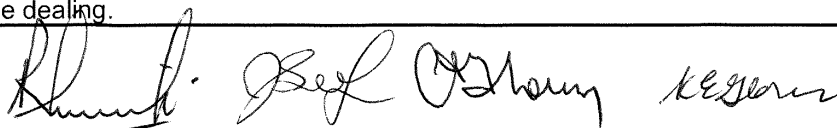
- (3) The Owner may erect a fence across the Easement Land at the boundaries of the Lot.
- (4) The Owner may erect a gate across any part of the Easement Land subject to these conditions:
 - (a) the Owner must provide TasWater with a key to any lock which would prevent the opening of the gate; and
 - (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
 - (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.

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RIGHTS OF WAY

Lot 2 on the plan is subject to a right of carriageway (appurtenant to Lot 3 on the plan) over that portion of Lot 2 on the plan marked "RIGHT OF WAY (PRIVATE) "A", PRIVATE SERVICES EASEMENT AND DRAINAGE EASEMENT 3.60m WIDE".

Lot 3 on the plan is together with a right of carriageway over that portion of Lot 2 on the plan marked "RIGHT OF WAY (PRIVATE) "A", PRIVATE SERVICES EASEMENT AND DRAINAGE EASEMENT 3.60m WIDE".

20/1/22
M

Lot 3 on the plan is subject to a right of carriageway (appurtenant to Lot 2 on the plan) over that portion of Lot 3 on the plan marked "RIGHT OF WAY (PRIVATE) "B", PIPELINE & SERVICES EASEMENT, ~~PRIVATE SERVICES EASEMENT~~ and DRAINAGE EASEMENT VARIABLE WIDTH".

Lot 2 on the plan is together with a right of carriageway over that portion of Lot 3 on the plan marked "RIGHT OF WAY (PRIVATE) "B", PIPELINE & SERVICES EASEMENT, ~~PRIVATE SERVICES EASEMENT~~ and DRAINAGE EASEMENT VARIABLE WIDTH".

M
20/1/22

Lot 18 on the plan is together with a right of carriageway over the land marked "RIGHT OF WAY (PRIVATE) 8.00m (SP. 159788)" on the plan as created in SPI5390 (and dealing C84290).

HAZARD MANAGEMENT AREA COVENANT

The owners of Lots 10-12 on the plan covenant with the Southern Midlands Council to the intent that the burden of this covenant shall run with the land and bind the covenantor's lot and every part of that lot and that the benefit shall be in favour of the Southern Midlands Council to observe the following stipulations:

- not to erect or permit to be erected on Lots 10-12 any dwelling within the area shown as A, B, C, D on the plan, in compliance with Attachment 1 – Bushfire Hazard Management Plan as contained in the Bushfire Hazard Report by Andrew Welling of Enviro-dynamics dated December 2020,

without the prior written consent of the Southern Midlands Council (if supported by an alternative bushfire management plan).

COVENANTS

The owners of Lots 1-10 and Lot 18 on the plan, and that portion of Lot 11 on the plan formerly contained in Lot 201 on SPI78220, 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

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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;
- 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 dwelling 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

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or imposed upon such other lots or give the owners of any lot any right of action against the Vendor or any other person.

& Lot 101

Lots 12-17 on the plan and that portion of Lot 11[^] on the plan formerly contained in Lot 200 on SP178220 are burdened by the restrictive covenants as created in SP159788, SP162016, SP170362 and SP175724, & SP178220

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.

Signed by RODNEY ERIC SCAIFE, JUDITH NANCY SCAIFE, ANDREW ROBERT GLOVER and KATHRYN ELIZABETH GLOVER

The registered owner of the land in

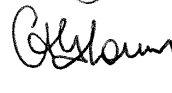
Folios of the Register Volume 178220 Folio 200 and Volume 178220 Folio 201

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



Julia Glover
15 Gregson St
RISDON, TAS, 7017
Kitchen Manager






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Executed by MURDOCH CLARKE MORTGAGE MANAGEMENT LIMITED ACN 115 958 560 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 PA109270 having received no notice of Revocation thereof



In the presence of:



Witness Signature:

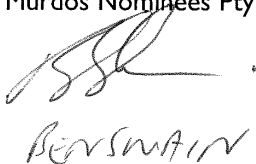
Witness Full Name:

Witness Full Address:

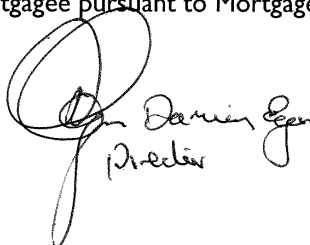
Witness Occupation:

Andrea Marie Thomas
10 Victoria Street,
Hobart Tas 7000
Legal Secretary

Executed by Murdos Nominees Pty Ltd as Mortgagee pursuant to Mortgage M745394



BEN SWAIN



Dan Davies
Director

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