



dorset

3 Ellenor Street SCOTTSDALE TAS 7260 P 03 6352 6500

E dorset@dorset.tas.gov.au W www.dorset.tas.gov.au

NOTICE OF PLANNING APPLICATION

LAND USE PLANNING & APPROVALS ACT 1993

In accordance with *Section 57 (3)* of the *Land Use Planning & Approvals Act 1993* notice is hereby given that the following application has been received:

PLA No: 2026/1359
PROPOSAL: BOUNDARY ADJUSTMENT - 2 LOTS
APPLICANT: MR S A BEATTIE
LOCATION: 141 TOMAHAWK ROAD AND LOT 1 BANCA ROAD TOMAHAWK
(C/T's 178006/1 & 178006/2)

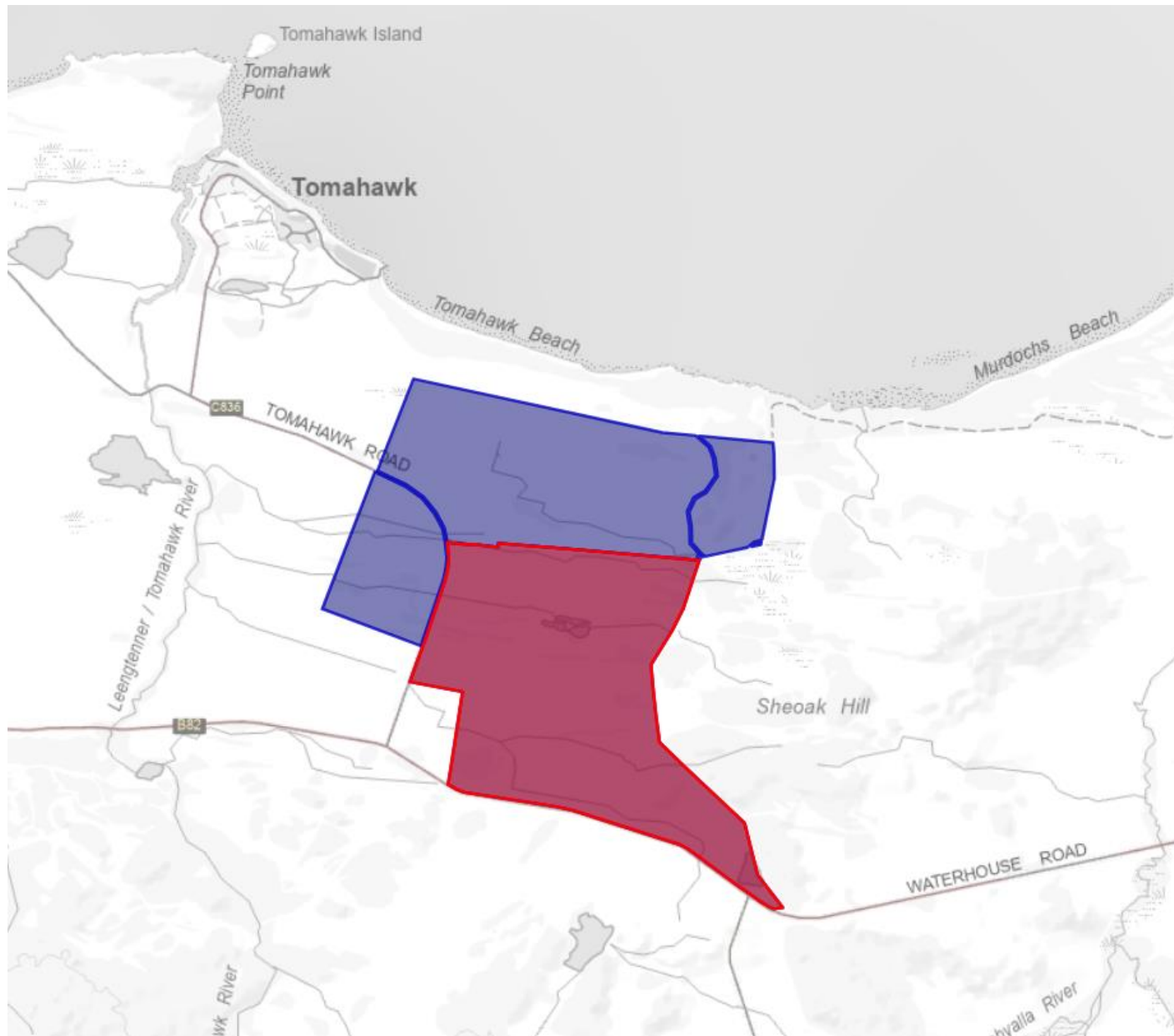
The application and associated plans and documents will be available for inspection at the Council Offices, 3 Ellenor Street, Scottsdale during normal office hours ending on 03/10/2026.

Further, in accordance with *Section 57 (5)* of the *Land Use Planning & Approvals Act 1993* any persons may make representations relating to the application which was advertised in The Examiner newspaper (Local Government Notices) on 19/09/2026. Representations must be made in writing and addressed to the Acting General Manager, Dorset Council, PO Box 21, Scottsdale 7260, or by emailing dorset@dorset.tas.gov.au.

If you have any queries, please contact the Dorset Council on **03 6352 6500** during normal office hours.

Lauren Tolputt
ACTING GENERAL MANAGER

141 Tomahawk Road and Lot 1 Banca Road TOMAHAWK
CT's 178006/1 & 178006/2 (2026/1359)





Planning Permit Application

Please print all applicable details clearly

THE PROPOSAL

Describe in full the way it is proposed to use and/or develop the land: Subdivision(Boundary Adjustment) between F.R. 178006-1 and F.R.178006-2 	⇒ Provide a full description of the proposed use or development, including: • Building work • Change of use • Subdivision • Forestry • Demolition • Staging (if development is proposed to be carried out in stages, indicate this on the plans and describe in written material) • Signage • Other
--	--

THE LAND

Address 141 Tomahawk Road and Waterhouse Road Waterhouse 	Certificate of Title (include all applicable title references) Volume: 178006 Folio: 1 178006 2
Land Area (m ² or hectares): 1119.5ha	
Present use of land: Agriculture 	⇒ Provide a description of the existing use of the land, for example vacant, residential, agriculture, industrial, commercial
Present use of existing building(s): Dwelling and farm buildings within Lot 1. No buildings within Lot 2 	⇒ Provide a description of the use of the existing buildings on the land, for example dwelling, workshop, farm building, office, shop

THE APPLICANT (Note: the person to be nominated as the Applicant is the one whose name will appear for public notification purposes and permit issue)

Applicant's Name: Stuart A Beattie	
Address: 50 View Bank Road Scottsdale 7260 	Phone:
	Fax:
	Mobile: 0428523058
Email: stuartabeattie50@gmail.com	

THE OWNER

Owner's Name(s): T.L. Gunn & Peppertree Pty Ltd	
Address: 2828 Waterhouse Road Waterhouse 7262	Phone:
	Fax:
	Mobile: 0408915514 0417350064
Email: tlgunn@outlook.com mandy.gunn@outlook.com	

CROWN AND/OR COUNCIL CONSENT [to be completed where land in respect of the Application is (i) Crown land (within the meaning of the *Crown Lands Act 1976*) or (ii) owned or administered by the Crown or a Council]

Owner / Administrator's Name(s):	
Person signing the Application:	⇒ to be completed by a person conferred the authority to ensure compliance with Section 52(1B)(a) of the <i>Land Use Planning and Approvals Act 1993</i> .
Signature: _____ Date: _____	

DETAILS OF BUILDING WORK (to be completed if Application requires building work)

Value of building work: \$ _____		⇒ Please tick applicable box: ☐ Estimate ☐ Contract Price
Type of work: _____ _____ _____		⇒ For example, new building, alteration, addition, removal, repairs, demolition, re-erection, change of use
Proposed use of building: _____ _____ _____		⇒ Describe the main use of the proposed building, for example, dwelling, workshop, farm building, office, shop
Existing floor area: _____ m ²	New / additional floor area: _____ m ²	Proposed maximum building height above natural ground level: _____ m

Materials:	
structural floor: _____	
external walls: _____	colour: _____
roof cladding: _____	colour: _____
structural frame: _____	

DETAILS OF OTHER WORKS

Vehicle Access:

Is a new vehicle access or crossover required? (if so, ensure this is indicated on the plans) no

What would be the surfacing of the vehicle access? _____

Car Parking:

How many car parking spaces are currently provided? _____

How many additional car parking spaces would be provided? _____

What would be the surfacing of the car parking spaces? _____

Is provision made for loading and unloading of vehicles? (to be completed for retail, commercial, industrial, service industry or storage uses)

Describe any proposed earthworks, vegetation removal or other works required as part of the use and/or development:

No works required other than the erection of a new boundary fence

DETAILS OF OTHER MATTERS

Proposed hours of operation:

Monday to Friday: _____ am to _____ pm

Saturday: _____ am to _____ pm

Sunday: _____ am to _____ pm

Provide details of any goods that would be stored outside:

Privacy Statement

The Dorset Council is committed to upholding the right to privacy of all individuals who have dealings with the Council. Unless required by law or by a Court or tribunal, the Council will take the necessary steps to ensure that the personal information that members of the public share with the Council remains confidential. How we use this information is explained in our Personal Information Protection Policy which is available at www.dorset.tas.gov.au or at the Council office.

Appointment Details

To ensure Council's officers are available to assist you with the submission of your Application, it is advisable to make an appointment by contacting Regulatory Services on 6352 6500.

Date: _____ Time: _____ Council Officer: _____

Copyright Authority

I authorise the Council and the Crown in right of the state of Tasmania to provide to any person, for the purposes of assessment or public consultation, a partial or complete copy of documents relating to this application.

I understand that the information and materials provided with this Application may be made available to the public in electronic form on the Council's website. I 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 declare that the information given is a true and accurate representation of the proposed use and/or development, and I am liable for the payment of Council application processing fees even in the event of the use and/or development proposed by this Application not proceeding.

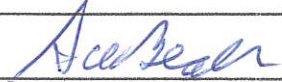
I confirm I am the copyright owner or have the authority to sign on behalf of any other person with copyright for documents relating to this Application.

I indemnify the Dorset Council for any claim or action taken against it in respect of breach of copyright in respect of any of the information or material provided.

Note: This authority is intended to cover copies made by the Crown or Council under Sections 40, 43, 49 or 183 of the *Copyright Act 1968*.

Where the applicant is NOT the owner, I hereby declare that the owner of the land to which this application relates has been notified of this application being made and the information and details supplied by me in this application are a true and accurate description of the proposal.

Applicant's Signature:



Date:



Stuart A. Beattie A.B.N. 64 608 787 839

B.Surv(Tas), M.I.S.T(Tas)
Registered Land Surveyor

50 View Bank Road
Scottsdale 7260

Mobile 0428 523 058
Email stuartabeattie50@gmail.com

Your Ref

Our Ref 1003/26

20/08/26

The General Manager
Dorset Council
P.O. Box 21
SCOTTSDALE 7260

Dear Sir,

**Re: Subdivision (Boundary Adjustment) 141 Tomahawk Road & Waterhouse
Road Waterhouse
T.L. Gunn & Peppertree Pty Ltd owners**

Please treat with the attached plan of subdivision and notify this office of your council's decision as soon as possible. Approval is being sought for a boundary adjustment between F.R. 178006-1 & F.R. 178006-2. It is proposed to subdivide 355.8ha out of F.R. 178006-2 which is to be added to F.R. 178006-1. The end result being Lot 1 of 896.8ha and Lot 2 of 222.7ha. The resulting two new titles to be created by this Development Application are a return to the titles that existed prior to a boundary adjustment registered in 2018. No additional titles are being created and no land is being taken out of agricultural production. The whole of both Lots are within the Bushfire Hazard Management area.

Lot 1 contains a house, shearing sheds with associated yards and a barn. Lot 1 is divided by Tomahawk Road which is bitumen formation maintained by council. Due to the potential bushfire hazard, the required management plan that is required to accompany this application is attached. It has been prepared by Scott Livingston of Livingston Natural Resource Services. That report sets out the requirement for a 10000 litre fire tank to be installed prior to the sealing of the plan. The existing access from Tomahawk Road to the proposed tank site is deemed to comply with the required minimum requirements for access. A small area in the northwest corner of Lot 1 has been mapped as having the potential for coastal inundation. Please find attached a letter by Livingston Natural Resource Services addressing this potential issue for the Coastal Inundation Hazard Code. As no works other than fencing is proposed in this area the acceptable solutions are met. There are a number of access points onto Lot 1 from Tomahawk Road. The main ones being the access to the existing house and the access opposite this, that gives access to the old shearing shed. Other access points are mainly used for stock movements.

Lot 1 is subject to an existing Restrictive Covenant under section 34 Nature Conservation Act 2002. The conservation covenant is made up of three areas as shown in dealing C625732. This covenant covers an area of approximately 8.5ha. This was created in 2006.

Lot 2 does not contain any infrastructure other than a large dam towards the eastern end. As there is no house on the lot the bushfire Management Plan just shows a possible theoretical house site, to prove that a house site would be available that satisfies the requirement of a Bal 19 attack level or lower house site being achievable. Lot 2's frontage is entirely onto Waterhouse Road which is a bitumen formation. The road is controlled by State Growth. The owner of Lot 2 also owns the land on the opposite side of Waterhouse Road. Hence there is one main stock movement point. This is located at a point with the best sight distances in both directions. The sight distance is over 500 metres in both directions. Given the long road frontage there are also a number of access points used for farm management.

Currently F.R. 178006-2 is subject to a restrictive covenant (E302521) which gives UPC Renewables Australia Pty Ltd and estate or interest by virtue of an Access Licence and Call Option. At this time the call option has expired. The owner is looking into the option of removing all or part of the caveat. A partial removal would be over the portion of F.R. 178006-2 ending up in Lot 1 on the Plan of Subdivision

I will email you the Bushfire Hazard Management report and Restrictive Covenant relating to the conservation area within Lot 1 after I have lodged the other documentation.

If you have any queries please do not hesitate to contact me. Could you please notify me of the required fees that will be payable for this application.

Yours faithfully



Stuart A Beattie

Encls

Development application
Copy of certificate of title x2
Copy of Schedule of Easements
Copy of restrictive covenant (E302521)
Letter in response to part of Lot 1 being within coastal protection area
Plan of subdivision x3
Appendix A x3
Draft schedule of easements
Zone & Code compliance

To be emailed separately

Bushfire Hazard Management report
Restrictive Covenant (Conservation Covenant Area)(C625732)

Copy to

T.L Gunn 2828 Waterhouse Road Waterhouse 7262
tlgunn@outlook.com

Peppertree Pty Ltd 2828 Waterhouse Road Waterhouse 7262
mandy.gunn@outlook.com







Assessments Against Zone & Code Compliance

21.0 Agricultural Zone

21.1 Zone Purpose

21.1.1 The boundary adjustment will not result in any land being lost to agricultural development

21.1.2(a) There is no conflict with or interference from non- agricultural land use.

(b) Change of the boundaries will not preclude the ongoing use of the land for grazing.

(c) N.A. not within an irrigation district.

21.1.3 The ongoing use of Lot 1 & 2 for agricultural purposes will not be effected.

21.5 Development Standards for Subdivision

21.5.1 Lot Design

Cannot comply with acceptable solution **A1**. Therefore has to rely on performance criteria **P1** (b) The application complies with all of the points (i) - (v).

Access to lots relies on performance criteria **P2** in that reasonable vehicular access is available for both proposed lots

C3.0 Road & Railway Assets Code

3.1.1 Given the straightness of roads, more than adequate sight distances achieved at existing access points.

3.1.2 NA

3.2 NA as no increase in traffic will result from this boundary adjustment and no new entrances proposed.

3.5 Use Standards

A1.1 NA

A1.2 NA

A1.3 NA

A1.4 No increase in traffic as a result of this boundary adjustment

A1.5 All traffic can enter and leave in a forward direction

C11 Coastal Inundation Hazard Code

While a small area has been mapped as being potentially affected by coastal inundation, this application complies as not changes to the area in the north western corner of lot 1 are proposed. Please see accompanying report prepared by Livingstone Natural Resource Services.

C13 Bush Fire prone Area Code

The whole of both titles that make up this application are within the bush fire prone area. Therefore a Bush Fire Management Plan has been prepared to address this. Please find attached the report from Livingston Natural Resource Services.

Livingston Natural Resource Services

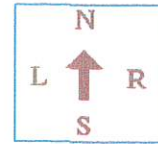
ABN 36 435 836 438

PO Box 178

Orford, TAS, 7190

Mob 0438 951 021

Email: scottlivingston.lnrs@gmail.com



23rd June 2026

Stuart Beattie
50 View Bank Road
Jetsonville
7260

Via email: stuartbeattie50@gmail.com

I41 Tomahawk Road & Lot 1 Banca Road, Tomahwk Subdivision

The proposed boundary adjustment (subdivision) of FR 178006/1 & 178006/2 has mapped watercourse and coastal protection areas in planning scheme overlays. An area on the northern boundary of FR xxx 1 is mapped as Coastal inundation investigation area, no works facilitated by subdivision will occur in that area.

C7.7.1 Subdivision within a waterway and coastal protection area or a future coastal refugia area

Acceptable Solutions

A1

Each lot, or a lot proposed in a plan of subdivision, within a waterway and coastal protection area or a future coastal refugia area, must:

- (a) *be for the creation of separate lots for existing buildings;*
- (b) *be required for public use by the Crown, a council, or a State authority;*
- (c) *be required for the provision of Utilities;*
- (d) *be for the consolidation of a lot; or*

- not include any works (excluding boundary fencing), building area, services, bushfire hazard*
- (e) *management area or vehicular access within a waterway and coastal protection area or future coastal refugia area.*

Response

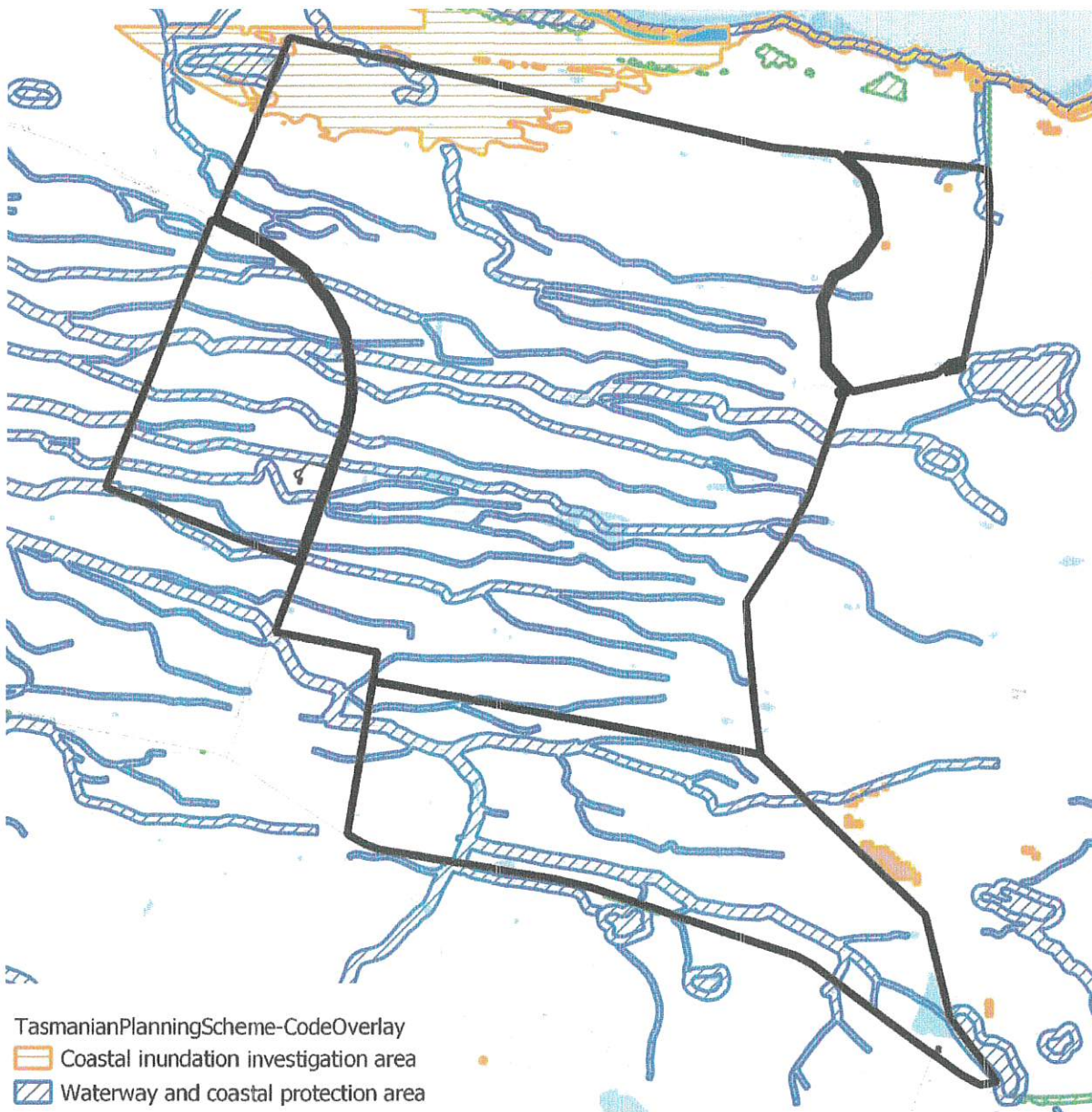
No works other than boundary fencing will be facilitated by the proposed adjustment of boundaries. Acceptable solutions(e) are met.

Yours sincerely



Scott Livingston

Master Environmental Management,
Forest Practices Officer, Planning
Bushfire Practitioner, Accreditation # 105



Draft Schedule of Easements

This is the schedule of easements attached to the plan of lot 1& 2 being the whole of the land contained in Certificate of Title Volume 178006 Folio 1 and Certificate of Title Volume 178006 Folio 2 sealed by the Dorset Council.

GENERAL MANAGER

No easements or profits a prendre are intended to be created as appurtenant to the said survey plan and no covenants are intended to be created to benefit or burden the said land

Covenants

Restrictive covenants to be carried forward from Sealed Plan 178006

Registered Proprietors to sign

Registered Interests to sign:

:

TASMANIAN LAND TITLES OFFICE

Caveat Forbidding Registration of Dealing with Estate or Interest

Section 133 Land Titles Act 1980.



E302521

FRESH INSTRUMENT

DESCRIPTION OF LAND		
Folio of the Register		If part of land - describe part.
Volume	Folio	
178006	2	

TAKE NOTICE THAT I/We **UPC RENEWABLES AUSTRALIA PTY LTD (ACN 616 856 672)** of **LEVEL 2 SUITE 2 15 CASTRAY ESPLANADE BATTERY POINT TAS 7004**

Claiming estate or interest as **Lessee in Equity**

by virtue of an **Access Licence and Call Option to Lease Land between the Registered Proprietor and the Caveator dated 24 May 2019**

in all the land above described forbid the registration of any dealing affecting the land until this caveat be withdrawn by me, or removed by order of the Supreme Court or until after the expiration of a period of 28 days from the date of the service of notice of such an intended registration at the following address which I declare to be my address for service of notices on me:

BUTLER MCINTYRE AND BUTLER LAWYERS of GPO BOX 980 HOBART 7000

Date: 20/5/22

Signed:

Damien Geason
Butler McIntyre & Butler
Solicitor for the Caveator
20 Murray Street
HOBART TAS 7000

Witness: Zoe Kendrick

Zoe Kendrick
Law Clerk
Butler McIntyre & Butler
20 Murray Street, HOBART
Tel: (03) 6222 9444

(signature, name & full postal address)

The following particulars must be filled in:-

(a) the full name and last known postal address of registered proprietor:

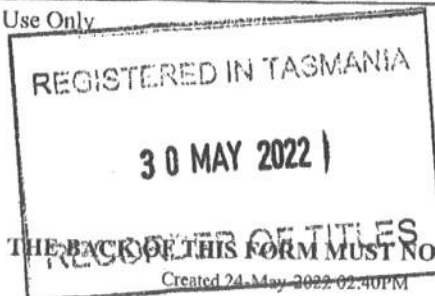
PEPPERTREE PTY LTD of 2828 WATERHOUSE RD WATERHOUSE TAS 7262

(b) the full name and last known postal address (so far as is known) of any person other than the registered proprietor whose rights may be affected by this caveat:

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED of LEVEL 9 ANZ CENTRE MELBOURNE 833 COLLINS STREET DOCKLANDS VIC 3008

Land Titles Office Use Only

CAV
Version 1 (TOLD)



THE BACK OF THIS FORM MUST NOT BE USED
Created 24 May 2022 02:40PM

TASMANIAN LAND TITLES OFFICE

Caveat Forbidding Registration of Dealing with Estate or Interest

Section 133 Land Titles Act 1980.



E302521

REPLACED

DESCRIPTION OF LAND		
Folio of the Register		If part of land - describe part.
Volume	Folio	
178006	2	

TAKE NOTICE THAT I/We **UPC RENEWABLES AUSTRALIA PTY LTD (ACN 616 856 672) SUITE 2, LEVEL 2, 15 CASTRAY ESPLANADE BATTERY POINT TAS 7004**

Claiming estate or interest as **Lease**

by virtue of an **Access Licence and Call Option to Lease Land** between the registered proprietor and the Caveator dated **24 May 2019**

in all the land above described forbid the registration of any dealing affecting the land until this caveat be withdrawn by me, or removed by order of the Supreme Court or until after the expiration of a period of 28 days from the date of the service of notice of such an intended registration at the following address which I declare to be my address for service of notices on me:

C/- Sarah Squires, General Counsel - UPC RENEWABLES AUSTRALIA PTY LTD (ACN 616 856 672) SUITE 2, LEVEL 2, 15 CASTRAY ESPLANADE BATTERY POINT TAS 7004

Date: 30/03/22

Signed: [Signature]
Sheree Altken as Solicitor for the Caveator

Witness: [Signature]
[Signature]

.....C/-JP.Branch.....
Lvl 6/154 Melbourne Street
.....South Brisbane.....
(signature name & full postal address)
PH: 1300 304 14
E: jp@justice.qld.gov.au



The following particulars must be filled in:-

(a) the full name and last known postal address of registered proprietor:

PEPPERTREE PTY LTD (ACN 009 545 813) of 2828 WATERHOUSE ROAD WATERHOUSE TAS 7262

(b) the full name and last known postal address (so far as is known) of any person other than the registered proprietor whose rights may be affected by this caveat:

Land Titles Office Use Only

CAV
Version 1 (TOLD)

THE BACK OF THIS FORM MUST NOT BE USED

Created 07-Sep-2021 12:38PM

SEARCH OF TORRENS TITLE

VOLUME 178006	FOLIO 2
EDITION 2	DATE OF ISSUE 14-Nov-2022

SEARCH DATE : 24-June-2026

SEARCH TIME : 12.39 pm

DESCRIPTION OF LAND

Parish of FENNINGTON Land District of DORSET

Parish of WOUREDDY Land District of DORSET

Lot 2 on Sealed Plan 178006

Derivation : Part of Lot 34375, 6323A-3R-0P Gtd. to the Closer
Settlement Board, Part of lot 21130, 640A-2R-6P Gtd. to W H T
Morgan, Part of Lot 21094, 936A-3R-0P Gtd. to W H T Morgan and
Part of Lot 21265, 639 Acres Gtd. to W H T Morgan

Prior CT 167207/2

SCHEDULE 1

B729865 & E13546 TRANSFER to PEPPERTREE PTY LTD Registered
14-Sept-2016 at 12.01 pm

SCHEDULE 2

Reservations and conditions in the Crown Grant if any

A288848 FENCING PROVISION in Transfer

E302521 CAVEAT by UPC Renewables Australia Pty Ltd

Registered 30-May-2022 at noon

M982212 MORTGAGE to Murdoch Clarke Mortgage Management

Limited Registered 14-Nov-2022 at 12.01 pm

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

OWNER: TIMOTHY LISTER GUNN PEPPERTREE PTY LTD FOLIO REFERENCE: F/R 167207/1 F/R 167207/2 GRANTEE: PART OF LOT 21094, 936A-3R-0P, GTD. TO WILLIAM HENRY THOMAS MORGAN, PART OF LOT 21265, 639 ACRES GTD. TO WILLIAM HENRY THOMAS MORGAN & PART OF LOT 34375, 6323A-3R-0P, GTD. TO THE CLOSER SETTLEMENT BOARD & PART OF LOT 21130, 640A-2R-6P, GTD. TO WILLIAM HENRY THOMAS MORGAN	PLAN OF SURVEY BY SURVEYOR DALLAS McCULLOCH D.J. McCULLOCH & ASSOCIATES RIVERSIDE, TASMANIA 7250 LOCATION LAND DISTRICT OF DORSET PARISH OF FENNINGTON PARISH OF WOUREDDY SCALE 1 : 20000 LENGTHS IN METRES	REGISTERED NUMBER SP178006 APPROVED EFFECTIVE FROM 27 MAY 2021 <i>Devin</i> Recorder of Titles																		
LOT 1 IS COMPILED FROM THIS SURVEY & F/R 167207/1 LOT 2 IS COMPILED FROM THIS SURVEY & F/R 167207/2 ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN																				
SHORT LINE TABLE <table border="1"> <tr><td>①</td><td>55.24</td></tr> <tr><td>②</td><td>67.05</td></tr> <tr><td>③</td><td>140.92</td></tr> <tr><td>④</td><td>35.95</td></tr> <tr><td>⑤</td><td>12.40</td></tr> <tr><td>⑥</td><td>51.13</td></tr> <tr><td>⑦</td><td>60.66</td></tr> <tr><td>⑧</td><td>93.62</td></tr> <tr><td>⑨</td><td>5.33</td></tr> </table>			①	55.24	②	67.05	③	140.92	④	35.95	⑤	12.40	⑥	51.13	⑦	60.66	⑧	93.62	⑨	5.33
①	55.24																			
②	67.05																			
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⑤	12.40																			
⑥	51.13																			
⑦	60.66																			
⑧	93.62																			
⑨	5.33																			
<i>Devin</i> COUNCIL DELEGATE 14-10-19 DATE																				

SCHEDULE OF EASEMENTS NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	Registered Number SP 178006
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EASEMENTS AND PROFITS

PAGE 1 OF 1 PAGE/S

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.

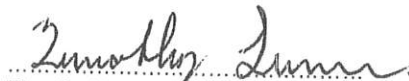
Each lot on the plan is subject to:-

- (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.

No easements, restrictive covenants or profits a prendre are intended to be created by the plan.

SIGNED by TIMOTHY LISTER GUNN being the registered proprietor of the land comprised in Folio of the Register Volume 167207 Folio 1 in the presence of:


Timothy Lister Gunn

Witness to sign

DORSET RAYMOND CARTER

Full name of witness

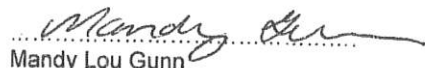
41 FAIRFORTH ST, SOMERSET

Address of witness

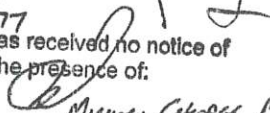
RETIRED PENSIONER

Occupation of witness

EXECUTED by PEPPERTREE PTY LTD being the registered proprietor of the land comprised in Folio of the Register Volume 167207 Folio 2 in accordance with Section 127 of the Corporations Act 2001:


Mandy Lou Gunn
Sole Director & Sole Secretary

Signed by MYSTATE BANK LIMITED by its attorney,
MARTIN ELIOT LEITCH
under power No. PA107277
(who declares that he/she has received no notice of revocation of the power) in the presence of:


Michael Charles Milne
137 HARRINGTON ST HOBART

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Timothy Lister Gunn & Peppertree Pty Ltd FOLIO REF: Volume 167207 Folio 1 & Volume 167207 Folio 2 SOLICITOR & REFERENCE: Sproal & Associates (BD Sproal)	PLAN SEALED BY: Dorset Council DATE: <u>14-10-19</u> <u>2018-1194</u> REF NO.  Council Delegate
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

SEARCH OF TORRENS TITLE

VOLUME 178006	FOLIO 1
EDITION 1	DATE OF ISSUE 27-May-2021

SEARCH DATE : 14-Apr-2026

SEARCH TIME : 05.10 pm

DESCRIPTION OF LAND

Parish of FENNINGTON Land District of DORSET

Lot 1 on Sealed Plan 178006

Derivation : Part of Lot 34375, 6323A-3R-0P Gtd. to the Closer
Settlement Board, Part of Lot 21094, 936A-3R-0P Gtd. to W H T
Morgan and Part of Lot 21265, 639 Acres Gtd. to W H T Morgan
Prior CTs 167207/1 and 167207/2

SCHEDULE 1

M405563, E13558 & M790099 TRANSFER to TIMOTHY LISTER GUNN
Registered 27-May-2021 at 12.01 pm

SCHEDULE 2

Reservations and conditions in the Crown Grant if any

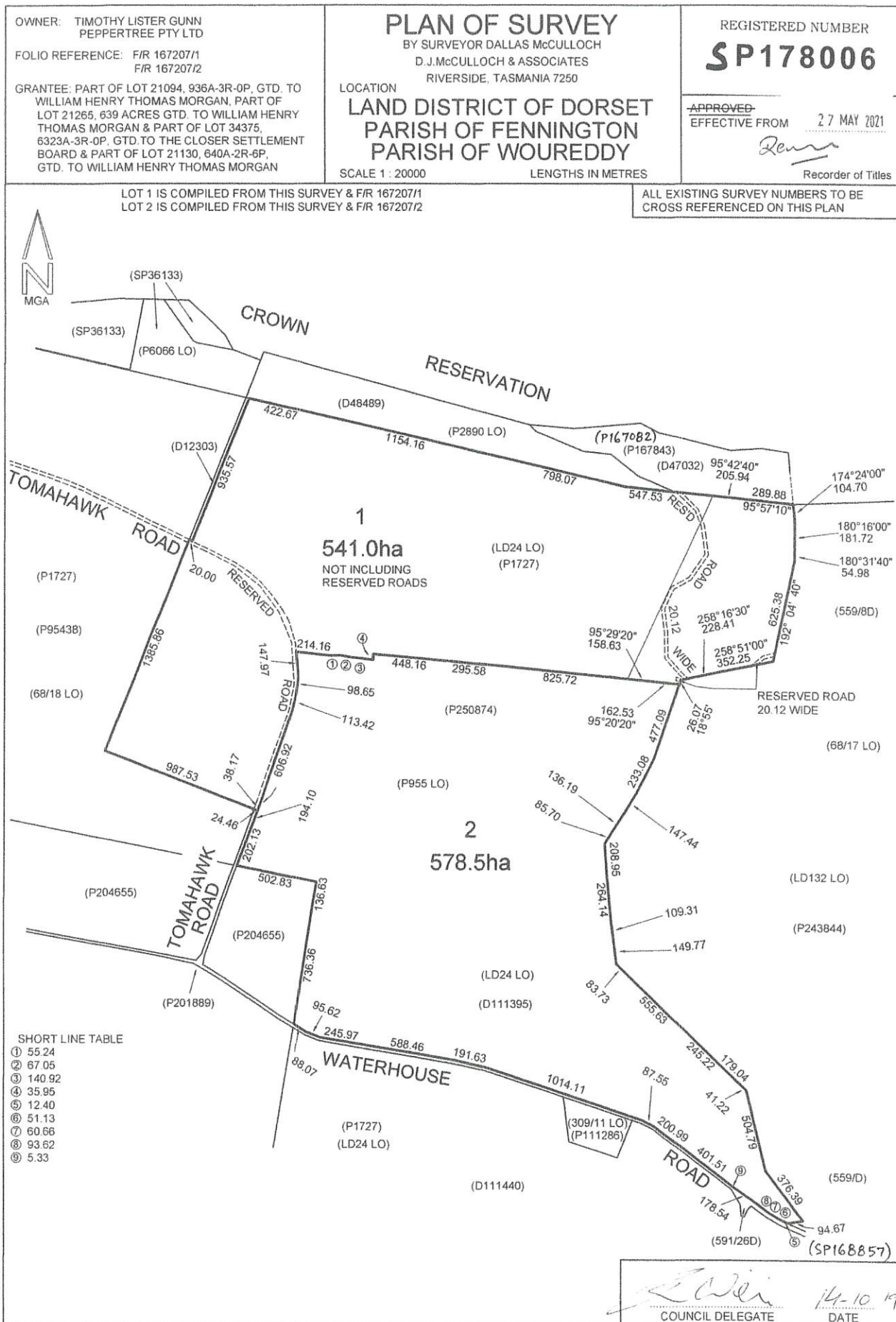
A288848 FENCING PROVISION in Transfer

C625732 INSTRUMENT creating Restrictive Covenants pursuant to
section 34 Nature Conservation Act 2002 (affecting
part of the said land within described) Registered
24-Aug-2006 at noon

E252012 MORTGAGE to Westpac Banking Corporation Registered
27-May-2021 at 12.03 pm

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



SCHEDULE OF EASEMENTS NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	Registered Number SP 178006
--	--

EASEMENTS AND PROFITS

PAGE 1 OF 1 PAGE/S

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.

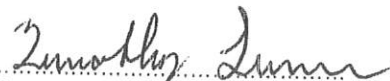
Each lot on the plan is subject to:-

- (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.

No easements, restrictive covenants or profits a prendre are intended to be created by the plan.

SIGNED by TIMOTHY LISTER GUNN being the registered proprietor of the land comprised in Folio of the Register Volume 167207 Folio 1 in the presence of:


Timothy Lister Gunn

Witness to sign

DORSET RAYMOND CARVER

Full name of witness

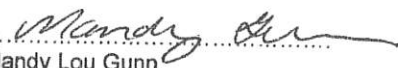
41 FAIRVIEW ST, SOMERSET

Address of witness

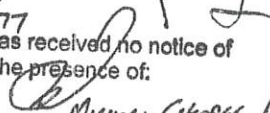
RETIRED PENSIONER

Occupation of witness

EXECUTED by PEPPERTREE PTY LTD being the registered proprietor of the land comprised in Folio of the Register Volume 167207 Folio 2 in accordance with Section 127 of the Corporations Act 2001:


Mandy Lou Gunn
Sole Director & Sole Secretary

Signed by MYSTATE BANK LIMITED by its attorney,
MARTIN ELIOT LEITCH
under power No. PA107277
(who declares that he/she has received no notice of revocation of the power) in the presence of:


Michael Charles Milne
137 HARRINGTON ST HOBART

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Timothy Lister Gunn & Peppertree Pty Ltd	PLAN SEALED BY: Dorset Council
FOLIO REF: Volume 167207 Folio 1 & Volume 167207 Folio 2	DATE: <u>14-10-19</u>
SOLICITOR & REFERENCE: Sproal & Associates (BD Sproal)	<u>2018-1194</u> REF NO.
	 Council Delegate

NOTE: The Council Delegate must sign the Certificate for the purposes of identification.

Bushfire Hazard Management Report: Subdivision

Report for: Tim Gunn & Peppertree Pty

Property 141 Tomahawk Road, Waterhouse

Prepared by: Scott Livingston
Livingston Natural Resource Services

Date: 23/6/2026
Version



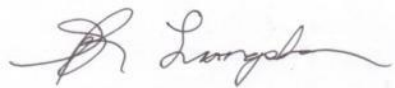
Summary

Client: Tim Gunn & Peppertree Pty Ltd

Property identification: CT 178116/1, PID 9944687, 141 Tomahawk Road, Tomahawk
CT 1781161/2, PID 259044, Lot 1 Banca Road, Tomahawk.
Current zoning: Low Density Residential, Tasmanian Planning Scheme Dorset

Proposal: A 2 lot boundary adjustment (subdivision)

**Assessment
by:**



Scott Livingston,
Master Environmental Management,
Natural Resource Management Consultant.
Accredited Person under part 4A of the Fire Service Act 1979:
Accreditation # BFP-105.

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Version	Date	Notes
1	23/6/2026	

DESCRIPTION

A 2 lot boundary adjustment (subdivision) is proposed existing title CT 178116/1 & 2, 141 Tomahawk Road & lot 1 Banca Road, Tomahawk. The area is mapped as bushfire prone in planning scheme overlays.

Proposed lot 1 has an existing dwelling and outbuildings, proposed lot 2 has no dwelling. The lots are grassland with occasional scrub/forest patches. Surrounding land to the north, northeast, south and west in similar mosaic, while land the east of lot 2 is scrub/ forest mosaic. Lot 1 is bisected by Tomahawk Road and Lot 2 has frontage to Waterhouse Road. The lots are not serviced by a reticulated water supply.

See Appendix 1 for maps and site plan. Appendix 2 for photos.

BAL AND RISK ASSESSMENT

The land is mapped as Bushfire Prone in Planning Scheme Overlays.

VEGETATION AND SLOPE

LOT		north	east	south	west
1	Vegetation within 100m of existing dwelling	0-12m low threat, 12-100m grassland	1-18m low threat, 18-100 m grassland,	1-14m low threat, 42-100m grassland,	1-20+m low threat, 20+-100mgrassland,
	Slope	upslope/flat	Down slope 0-5o	Down slope 0-5o	upslope/flat
	BAL rating at Boundary	BAL 19	BAL 12.5	BAL 19	BAL 12.5
LOT		north	northeast	south	west
2	Vegetation within 100m of lot boundaries	1-100m grassland,	1-100m grassland,	1-18m road and verges, 18-100m grassland	1-100m grassland
	Slope	Down slope 0-5o			upslope/flat
	BAL rating at Boundary	BAL FZ	BAL FZ	BAL FZ	BAL FZ
	BAL Rating with setbacks & HMA	BAL 19			

BUILDING AREA BAL RATING

Setback distances for BAL Ratings have been calculated based on the vegetation that will exist after development and management of land within the subdivision and have also considered slope gradients.

Where no setback is required for fire protection other Planning Scheme setbacks may need to be applied, other building constraints such as topography have not been considered.

The BAL ratings applied are in accordance with the Australian Standard AS3959-2018, *Construction of Buildings in Bushfire Prone Areas*, and it is a requirement that any habitable building, or building within 6m of a habitable building be constructed to the BAL ratings specified in this document as a minimum.

Bushfire Attack Level (BAL)	Predicted Bushfire Attack & Exposure Level
BAL-Low	Insufficient risk to warrant specific construction requirements
BAL-12.5	Ember attack, radiant heat below 12.5kW/m ²
BAL-19	Increasing ember attack and burning debris ignited by windborne embers together with increasing heat flux between 12.5-19kW/m ²
BAL-29	Increasing ember attack and burning debris ignited by windborne embers together with increasing heat flux between 19-29kW/m ²
BAL-40	Increasing ember attack and burning debris ignited by windborne embers together with increasing heat flux between 29-40kW/m ²
BAL-FZ	Direct exposure to flames radiant heat and embers from the fire front

HAZARD MANAGEMENT AREAS

Existing low threat area around the existing dwelling exceeds the requirement for BAL 19. These should continue to be maintained to reduce the threat. Hazard management areas must be low threat from occupancy for any future habitable building and maintained in perpetuity.

ROADS

No roads are required for the subdivision.

PROPERTY ACCESS

Access to bushfire prone lots must comply with the relevant elements of Table C13.2 Tasmanian Planning Scheme. Access to water supply points will be required for all lots. Lot 1 existing access is compliant. Future habitable buildings must meet the requirements of Table C13.2 prior to occupancy.

Table C13.2 Standards for Property Access

Element		Requirement
A.	Property access length is less than 30m; or access is not required for a fire appliance to access a fire fighting water point.	There are no specified design and construction requirements.
B.	Property access length is 30m or greater; or access is required for a fire appliance to a fire fighting water point.	The following design and construction requirements apply to property access: (a) all-weather construction; (b) load capacity of at least 20t, including for bridges and culverts; (c) minimum carriageway width of 4m; (d) minimum vertical clearance of 4m; (e) minimum horizontal clearance of 0.5m from the edge of the carriageway; (f) cross falls of less than 3 degrees (1:20 or 5%); (g) dips less than 7 degrees (1:8 or 12.5%) entry and exit angle; (h) curves with a minimum inner radius of 10m; (i) maximum gradient of 15 degrees (1:3.5 or 28%) for sealed roads, and 10 degrees (1:5.5 or 18%) for unsealed roads; and - terminate with a turning area for fire appliances provided by one of the following: (i) a turning circle with a minimum outer radius of 10m; or (ii) a property access encircling the building; or (iii) a hammerhead "T" or "Y" turning head 4m wide and 8m long.
C.	Property access length is 200m or greater.	The following design and construction requirements apply to property access: (a) the requirements for B above; and (b) passing bays of 2m additional carriageway width and 20m length provided every 200m.
D.	Property access length is greater than 30m, and access is provided to 3 or more properties.	The following design and construction requirements apply to property access: (a) complies with requirements for B above; and (b) passing bays of 2m additional carriageway width and 20m length must be provided every 100m.

FIRE FIGHTING WATER SUPPLY

The subdivision is not serviced by a reticulated water supply. Lot 1 has multiple existing tanks however none are compliant and a compliant static supply must be installed prior to sealing

of titles A Static water supply compliant with table C13.5 must be installed prior to occupancy for any future habitable building.

Table C13.5

	Element	Requirement
A.	Distance between building area to be protected and water supply	The following requirements apply: a) The building area to be protected must be located within 90 metres of the water connection point of a static water supply; and b) The distance must be measured as a hose lay, between the water point and the furthest part of the building area.
B.	Static Water Supplies	A static water supply: a) May have a remotely located offtake connected to the static water supply; b) May be a supply for combined use (fire fighting and other uses) but the specified minimum quantity of fire fighting water must be available at all times; c) Must be a minimum of 10,000 litres per building area to be protected. This volume of water must not be used for any other purpose including fire fighting sprinkler or spray systems; d) Must be metal, concrete or lagged by non-combustible materials if above ground; and e) If a tank can be located so it is shielded in all directions in compliance with Section 3.5 of AS 3959-2009, the tank may be constructed of any material provided that the lowest 400 mm of the tank exterior is protected by: (i) metal; (ii) non-combustible material; or (iii) fibre-cement a minimum of 6 mm thickness.
C.	Fittings, pipework and accessories (including stands and tank supports)	Fittings and pipework associated with a water connection point for a static water supply must: (a) Have a minimum nominal internal diameter of 50mm; (b) Be fitted with a valve with a minimum nominal internal diameter of 50mm; (c) Be metal or lagged by non-combustible materials if above ground; (d) Where buried, have a minimum depth of 300mm (compliant with AS/NZS 3500.1-2003 Clause 5.23); (e) Provide a DIN or NEN standard forged Storz 65 mm coupling fitted with a suction washer for connection to fire fighting equipment; (f) Ensure the coupling is accessible and available for connection at all times; (g) Ensure the coupling is fitted with a blank cap and securing chain (minimum 220 mm length); (h) Ensure underground tanks have either an opening at

		the top of not less than 250 mm diameter or a coupling compliant with this Table; and ① Where a remote offtake is installed, ensure the offtake is in a position that is: (i) Visible; (ii) Accessible to allow connection by fire fighting equipment; (iii) At a working height of 450 – 600mm above ground level; and (iv) Protected from possible damage, including damage by vehicles
D.	Signage for static water connections	The water connection point for a static water supply must be identified by a sign permanently fixed to the exterior of the assembly in a visible location. The sign must (a) comply with: Water tank signage requirements within AS 2304-2011 <i>Water storage tanks for fire protection systems</i>; or (b) comply with water tank signage requirements within <i>Australian Standard AS 2304-2011 Water storage tanks for fire protection systems</i>; or (c) comply with the Tasmania Fire Service Water Supply Signage Guideline published by the Tasmania Fire Service.
E.	Hardstand	A hardstand area for fire appliances must be provided: (a) No more than three metres from the water connection point, measured as a hose lay (including the minimum water level in dams, swimming pools and the like); (b) No closer than six metres from the building area to be protected; (c) With a minimum width of three metres constructed to the same standard as the carriageway; and (d) Connected to the property access by a carriageway equivalent to the standard of property access.

CONCLUSIONS

A 2 lot subdivision is proposed from CT 178116/1 & 2, 141 Tomahawk Road, Tomahawk. The area is mapped as bushfire prone in planning scheme overlays.

All lots have building areas at BAL 19 without reliance on external hazard management. Lot 1 will require a compliant static water supply prior to sealing of titles. Future habitable buildings must be constructed to BAL 19, with compliant hazard management area, access and water supply to be in place prior to occupancy.

REFERENCES

Tasmanian Planning Scheme

Australian Standard 3959

Building Amendment Regulations 2016

Director of Building Control (2021) Director's Determination for Bushfire Hazard Areas v1.2
2024



Figure 1: lot 1, existing dwelling and tanks



Figure 2: southeast of lot 1 dwelling lot 2



Figure 3: lot 1 west of dwelling



Figure 4: lot 1 existing access

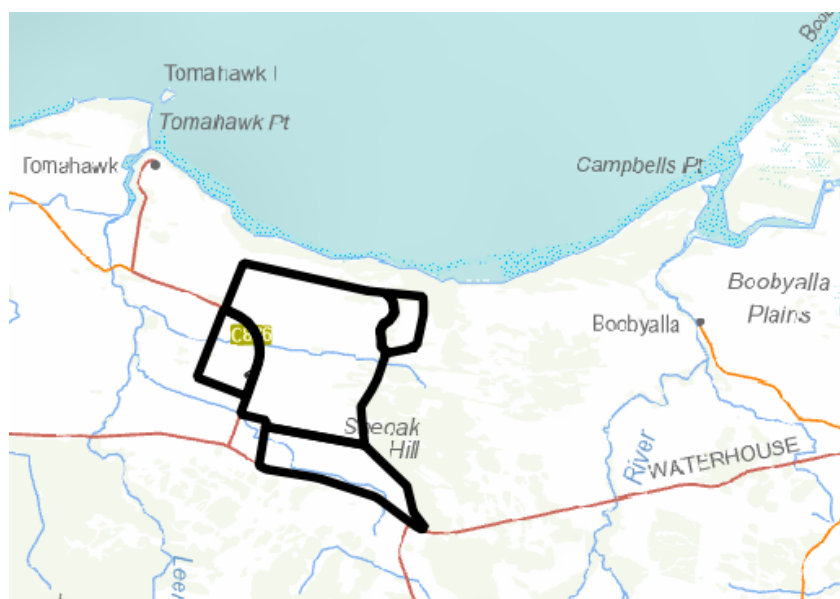


Figure 5: Location



Figure 6: Aerial Image

Plan of Subdivision	
Stuart A Beattie Land Surveyor	50 View Bank Road Jetsonville 7260 Mobile 0428523058 Email stuartbeattie50@gmail.com
Owners Timothy Lister Gunn & Peppertree Pty Ltd Title Reference F.R. 178006-1 & F.R. 178006-2	
Scale 1:-24,000 Date April 26 Contour Interval 10m Our Ref 1003/26	All measurements are subject to final survey
Location 141 Tomahawk Rd and Lot 1 Waterhouse Rd Tomahawk Municipality Dorset Grantee	

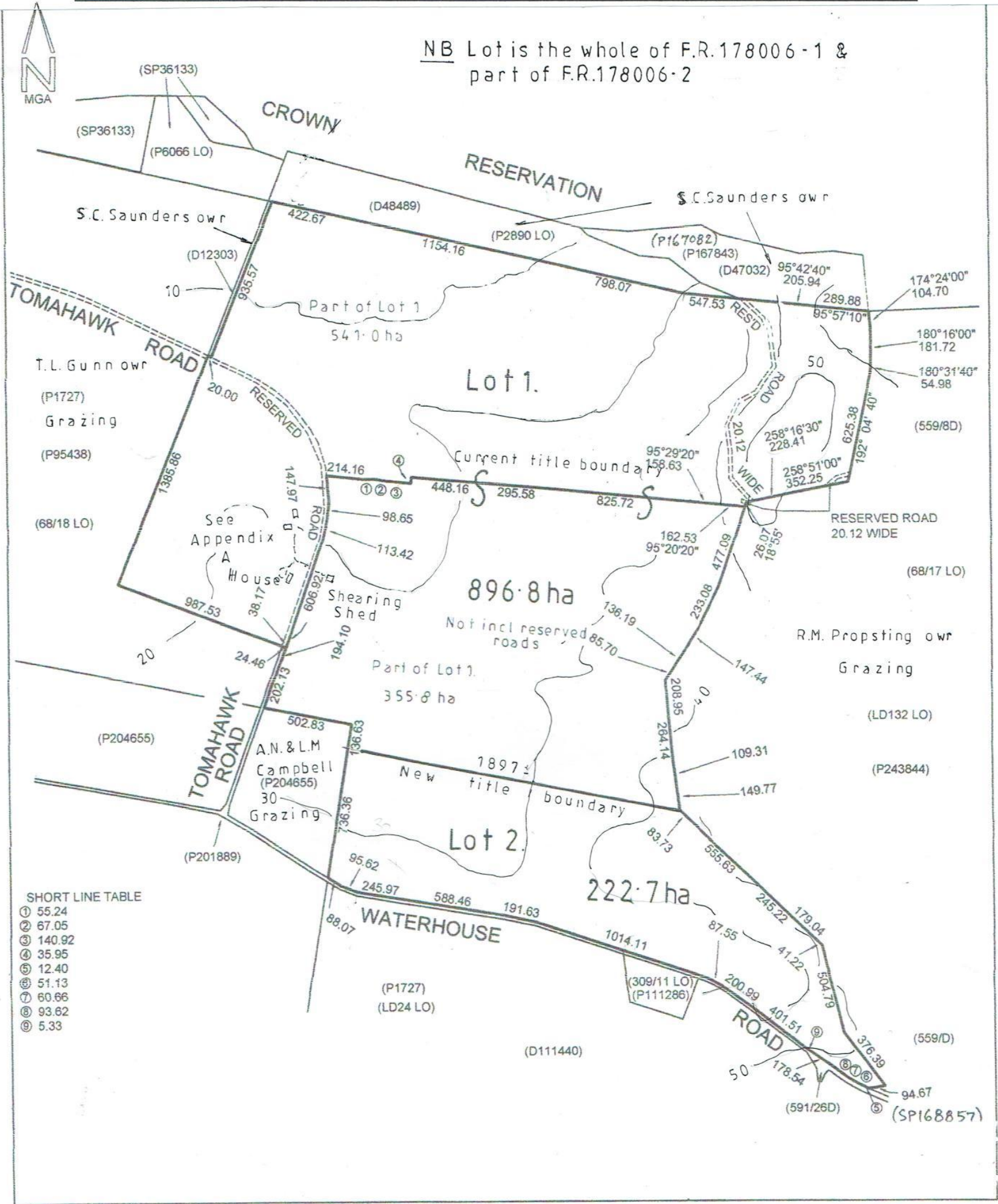


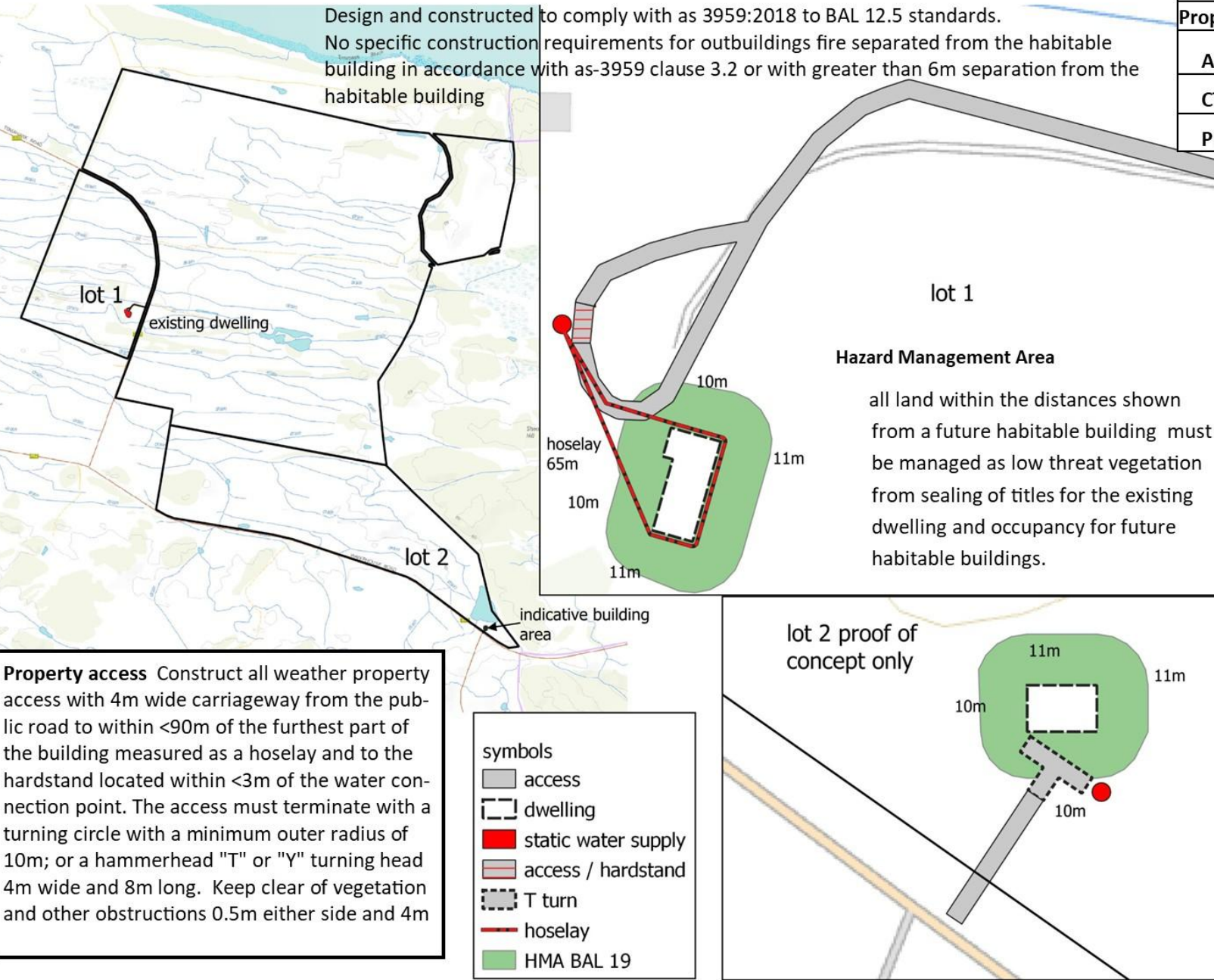
Figure 7: Proposed Subdivision Plan

Bushfire Hazard

Construction

Design and constructed to comply with as 3959:2018 to BAL 12.5 standards.
No specific construction requirements for outbuildings fire separated from the habitable building in accordance with as-3959 clause 3.2 or with greater than 6m separation from the habitable building

Proposed Development	Subdivision, 2 lots , from 2 lots
Plan of Subdivision	Stuart Beattie
Property Owner	Tim Gunn & Peppertree Pty Ltd
Address	141 Tomahawk Road, Lot 1 Banc Road Tomahawk
CT	1781161 & 2,
PID	9944687 & 9259044



Maintenance of hazard management area

- maintain in a minimal fuel condition in perpetuity, ensuring fuels are reduced sufficiently and other hazards are removed such that the fuels & other hazards do not significantly contribute to the bushfire attack.
- limited amounts of low flammability plants are acceptable within the hma; Including maintained lawn, low growing plants & ground covers, low flammability ornamental gardens, vegetable gardens and the like.
- Do not plant adjacent to walls & decks or directly under glazed elements.
- regularly remove ground fuels such as fallen branches, sticks, leaves, bark, lawn clippings etc.
- maintain lawn to a height less than 100mm
- Do not use pine bark and other flammable mulch.
- Thin-out understory vegetation and prune low-hanging tree branches.
- Prune trees to maintain horizontal separation between canopies.
- selectively position trees and shrubs to create discontinuous rows and clumps.
- minimise storage of flammable materials such as firewood and building materials.
- Clear accumulated leaves and other debris from roof gutters

Water supply for firefighting.

The following must be in place prior to sealing of titles for lot 1 dwelling and occupancy of any future habitable building.

- Install metal or concrete firefighting water tank with a minimum of 10,000 litres stored water, dedicated to firefighting purpose .
- Fitted with a compliant storz water connection point located within <90m of furthest element of the habitable building, measured as a hose lay, & accessible within <3m of the hardstand. May have remote offtake connected to the static water supply.
- Identify the firefighting water point with permanently fixed compliant signage complying with TFS Guidelines. Keep clear of vegetation immediately above & around the connection point.
- Construct hardstand area for fire appliance access to the firefighting water point. Minimum 3m wide, constructed to the same standard as the property access.

This BHMP has been prepared to satisfy the requirements of the Tasmanian Planning Scheme– Dorset and Director’s Determination for Bushfire Hazard Areas v1.2 2024
This plan should be read in conjunction with the report titled: Bushfire Report 141 Tomahawk Road. Livingston Natural Resource Services

Scott Livingston
Accreditation: BFP – 105: 1, 2, 3A, 3B, 3C

Date 23/6/2026

SRL2026/S20

BUSHFIRE-PRONE AREAS CODE

CERTIFICATE¹ UNDER S51(2)(d) LAND USE PLANNING AND APPROVALS ACT 1993

1. Land to which certificate applies

The subject site includes property that is proposed for use and development and includes all properties upon which works are proposed for bushfire protection purposes.

Street address:

141 Tomahawk Road, Waterhouse.

Certificate of Title / PID:

CT 1781161 & 2, PID 9944687 & 9259044

2. Proposed Use or Development

Description of proposed Use and Development:

Subdivision, 2 lots,

Applicable Planning Scheme:

Tasmanian Planning Scheme -Dorset

3. Documents relied upon

This certificate relates to the following documents:

Title	Author	Date	Version
Bushfire Report 141 Tomahawk Road, Waterhouse	Scott Livingston	23/6/2026	1
Bushfire Hazard Management Plan 141 Tomahawk Road, Waterhouse	Scott Livingston	23/6/2026	1
Proposed Subdivision	Stuart Beattie	April 2026	1

4. Nature of Certificate

The following requirements are applicable to the proposed use and development:

☐	E1.4 / C13.4 – Use or development exempt from this Code	
	Compliance test	Compliance Requirement

¹ This document is the approved form of certification for this purpose and must not be altered from its original form.

☐	E1.4(a) / C13.4.1(a)	Insufficient increase in risk
--------------------------	----------------------	-------------------------------

☐	E1.5.1 / C13.5.1 – Vulnerable Uses	
	Acceptable Solution	Compliance Requirement
☐	E1.5.1 P1 / C13.5.1 P1	<i>Planning authority discretion required. A proposal cannot be certified as compliant with P1.</i>
☐	E1.5.1 A2 / C13.5.1 A2	Emergency management strategy
☐	E1.5.1 A3 / C13.5.1 A2	Bushfire hazard management plan

☐	E1.5.2 / C13.5.2 – Hazardous Uses	
	Acceptable Solution	Compliance Requirement
☐	E1.5.2 P1 / C13.5.2 P1	<i>Planning authority discretion required. A proposal cannot be certified as compliant with P1.</i>
☐	E1.5.2 A2 / C13.5.2 A2	Emergency management strategy
☐	E1.5.2 A3 / C13.5.2 A3	Bushfire hazard management plan

☒	E1.6.1 / C13.6.1 Subdivision: Provision of hazard management areas	
	Acceptable Solution	Compliance Requirement
☐	E1.6.1 P1 / C13.6.1 P1	<i>Planning authority discretion required. A proposal cannot be certified as compliant with P1.</i>
☐	E1.6.1 A1 (a) / C13.6.1 A1(a)	Insufficient increase in risk
☒	E1.6.1 A1 (b) / C13.6.1 A1(b)	Provides BAL-19 for all lots
☐	E1.6.1 A1(c) / C13.6.1 A1(c)	Binding agreement required on balance lot

☒	E1.6.2 / C13.6.2 Subdivision: Public and fire fighting access	
	Acceptable Solution	Compliance Requirement
☐	E1.6.2 P1 / C13.6.2 P1	<i>Planning authority discretion required. A proposal cannot be certified as compliant with P1.</i>
☒	E1.6.2 A1 (a) / C13.6.2 A1 (a)	Insufficient increase in risk balance lot existing dwelling

☒	E1.6.2 A1 (b) / C13.6.2 A1 (b)	Access complies with relevant Tables
-------------------------------------	--------------------------------	--------------------------------------

☒	E1.6.3 / C13.1.6.3 Subdivision: Provision of water supply for fire fighting purposes	
	Acceptable Solution	Compliance Requirement
☐	E1.6.3 A1 (a) / C13.6.3 A1 (a)	Insufficient increase in risk
☐	E1.6.3 A1 (b) / C13.6.3 A1 (b)	Reticulated water supply complies with relevant Table
☐	E1.6.3 A1 (c) / C13.6.3 A1 (c)	Water supply consistent with the objective
☐	E1.6.3 A2 (a) / C13.6.3 A2 (a)	Insufficient increase in risk
☒	E1.6.3 A2 (b) / C13.6.3 A2 (b)	Static water supply complies with relevant Table
☐	E1.6.3 A2 (c) / C13.6.3 A2 (c)	Static water supply consistent with the objective

5. Bushfire Hazard Practitioner

Name: Scott Livingston

Phone No: 0438 951 021

Postal Address: PO Box 178, Orford, 7190

Email Address: scottlivingston.lnrs@gmail.com

Accreditation No: BFP – 105

Scope: 1, 2, 3A, 3B, 3C

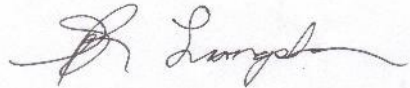
6. Certification

I certify that in accordance with the authority given under Part 4A of the *Fire Service Act 1979* that the proposed use and development:

☐ Is exempt from the requirement Bushfire-Prone Areas Code because, having regard to the objective of all applicable standards in the Code, there is considered to be an insufficient increase in risk to the use or development from bushfire to warrant any specific bushfire protection measures, or

☒ The Bushfire Hazard Management Plan/s identified in Section 3 of this certificate is/are in accordance with the Chief Officer's requirements and compliant with the relevant **Acceptable Solutions** identified in Section 4 of this Certificate.

Signed:
certifier



Name: Scott Livingston

Date: 23/6/2026

Certificate
Number: SRL26/S21

(for Practitioner Use only)

CERTIFICATE OF QUALIFIED PERSON – ASSESSABLE ITEM

Section 321

Form **55**

To: Owner /Agent
 Address
 Suburb/postcod

Qualified person details:

Qualified person:
Address: Phone No:
 Fax No:
Licence No: Email address:

Qualifications and Insurance details: *(description from Column 3 of the Director of Building Control's Determination)*

Speciality area of expertise: *(description from Column 4 of the Director of Building Control's Determination)*

Details of work:

Address: Lot No:
 Certificate of title No
The assessable item related to this certificate: *(description of the assessable item being certified)*
Assessable item includes –

- a material;
- a design
- a form of construction
- a document
- testing of a component, building system or plumbing system
- an inspection, or assessment, performed

Certificate details:

Certificate type: *(description from Column 1 of Schedule 1 of the Director of Building Control's Determination)*

This certificate is in relation to the above assessable item, at any stage, as part of - (tick one)

building work, plumbing work or plumbing installation or demolition work: ☒

or

a building, temporary structure or plumbing installation: ☐

In issuing this certificate the following matters are relevant –

Documents:

- Bushfire Attack Level Assessment & Report

Relevant
calculations:

References:

Australian Standard 3959
Building Regulations 2016
Director of Building Control (2021) Director's Determination for Bushfire
Hazard Areas v1.2 2024

Substance of Certificate: (what it is that is being certified)

1. Assessment of the site Bushfire Attack Level (BAL) to Australian Standards 3959
2. Bushfire Hazard Management Plan

Assessed as BAL 12.5,

Proposal is compliant with DTS requirements, Determination for Bushfire Hazard Areas v1.2
2024

Scope and/or Limitations

Scope:

This report was commissioned to identify the Bushfire Attack Level for the existing property. All comment, advice and fire suppression measures are in relation to compliance with Tasmanian Planning Scheme Bushfire-Prone Areas Code issued by the Tasmanian Planning Commission, the Building Code of Australia and Australian Standards, AS 3959-2018, Construction of buildings in bushfire-prone areas.

Limitations:

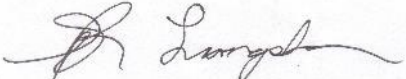
The inspection has been undertaken and report provided on the understanding that;-

1. The report only deals with the potential bushfire risk all other statutory assessments are outside the scope of this report.
2. The report only identifies the size, volume and status of vegetation at the time the site inspection was undertaken and cannot be relied upon for any future development.
3. Impacts of future development and vegetation growth have not been considered.

I certify the matters described in this certificate.

Qualified person:

Signed:



Certificate No:

SRL26/S20

Date:

23/6/2026

Original

TASMANIAN LAND TITLES OFFICE
Instrument Creating
Restrictive Covenants in Gross
Section 102 Land Titles Act 1980.
Section 34 Nature Conservation Act 2002.



C625732

DESCRIPTION OF LAND			
Servient Folio/s of the Register			
Volume	Folio	Volume	Folio
250874 – being part of the land marked “Conservation Covenant Area” on the plan attached hereto	1		

We, Peter Lance Hall and Mandy Hall of “Boobyalla Downs” 141 Tomahawk Road, Tomahawk in Tasmania being the registered proprietor of the land comprised in the above folio/s of the Register (the servient land) covenant/s with the HONOURABLE DAVID LLEWELLYN being and as the Minister administering the *Nature Conservation Act 2002* (the Minister) in accordance with Section 34 of the *Nature Conservation Act 2002* to the intent that the burden of the covenant/s runs with and binds each and every part of the servient land and that the benefit is created in favour of the Minister to observe the stipulations set out in the attached annexure pages.

In witness We Peter Lance Hall and Mandy Hall
and the Minister have this day set our hands and seals.

Date: 12th July 2006

SIGNED SEALED and DELIVERED by
the Honourable DAVID LLEWELLYN
being and as the Minister administering the
Nature Conservation Act 2002 in the presence of:

)
)
)
)

Witness:

Address:

Simon Baughey

Occupation:

Senior Advisor

1st Floor Public Building,
Franklin Square
Hobart.

Land Titles Office Use Only

REGISTERED

24 AUG 2006

Version 2

Alice Kavanagh
RECORDED

THE BACK OF THIS FORM MUST NOT BE USED

NCC

Stamp Duty

Signed sealed and delivered by Peter Lance Hall

Peter Lance Hall

in the presence of:

Block

(witness signature)

Printed name of witness: *Carmel May Coote*

Occupation: *Teacher Aide*

Address: *53 Dafts Road Lietinna 7261*

Signed sealed and delivered by Mandy Hall

Mandy Hall

in the presence of:

Block

(witness signature)

Printed name of witness: *Carmel May Coote*

Occupation: *Teacher Aide*

Address: *53 Dafts Road Lietinna 7261*

Land Titles Office Use Only

NCC Version 2

Stamp Duty

THE BACK OF THIS FORM MUST NOT BE USED

LANDMARK

an AWB company

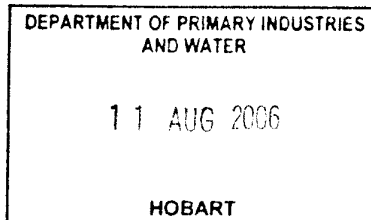
DOC. ONE NO. *L22649*

DATE: *11.8.06*
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7 August 2006

Department of Primary Industries, Water & Environment
GPO Box 44
HOBART TAS 7001

Attention: Charlotte Powis
Your ref: 10-45-46



Our ref: 189903/LN

Dear Sirs

Re: PETER LANCE AND MANDY HALL
CONSERVATION COVENANT – MORTGAGEES CONSENT

We refer to your letter dated 14 July 2006. As mortgagee over the abovementioned property, we hereby express our consent to the placement of a conservation covenant on Certificate of Title Volume 250874 Folio 1, specifically on that part of the said property included in the proposed reserve area totalling 8.5 hectares.

Dated this 7th day of August 2006.

Signed Sealed and delivered by
Permanent Custodians Limited ACN 001 426 384
as Trustee under the Master Trust Deed
establishing the RURAL Program
by its attorney **ALBERT BEN MAYOR**

.....
(who declares that he is a Senior Manager Securities
of Landmark Operations Limited) pursuant to Power of
Attorney dated 30 November 2005 No PA12408 and further
declares that he has not received notice of any revocation
of the said Power of Attorney in my presence of:

.....
Signature of witness
Name of Witness: LUCITA NUNEZ
Address of witness: Level 2, 20 Charles Street
PARRAMATTA NSW 2150

TERMS OF COVENANT

1. OBJECTIVES

- (a) This covenant is entered into pursuant to section 34 of the *Nature Conservation Act 2002*.
- (b) The purpose of the covenant is to protect for a term of twenty five years from the date of registration of the covenant the flora and fauna, water quality and the natural diversity of the land.
- (c) It is the intention of both parties to the covenant that it will have the effect of binding all future owners as well as the current owner of the land.

2. LOCATION

This covenant applies to the Land, being:

- (a) Part of the land contained in Folio of the Register Volume 250874 Folio 1 – The area at 141 Tomahawk Road, Tomahawk in the Municipality of Dorset comprising about 8.5 hectares marked Conservation Covenant Areas 1, 2 and 3 shown shaded on Plan No. CPR 6909 in the Central Plan Register, a reduced copy of which is attached, by way of illustration only, in the Schedule of this Covenant.

3. DEFINITIONS AND INTERPRETATIONS

In this covenant unless the contrary intention appears:

- (a) “clearance of native vegetation” means the clearing, cutting, pushingover or otherwise removing of native vegetation or the destruction of native vegetation in any way;
- (b) “Conservation Zone” means that part of the Land marked “Conservation Zone” on the attached plan;
- (c) “covenant” means this instrument including any schedules;
- (d) “Crown” means the Crown in right of Tasmania, except in clause 12 which refers to the Crown in right of the Commonwealth;
- (e) “Domestic Zone” means that part of the land, (if any), marked “Domestic Zone” on the attached plan;
- (f) “exotic species” means any species not native to the Land or its immediate surrounds and includes any genetically modified organisms;

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- (g) "foreign material" means any material that is derived from outside the boundaries of the Land and includes rubbish, soil, gravel, mulch and compost;
- (h) "interference with the natural flow of water" means any diversion or capture of natural water flows and any addition to natural water flows, including the construction of dams or drains and irrigation of any kind;
- (i) "Land" means that land which is subject to this covenant, being the land shown as "Conservation Covenant Area" on the plan attached hereto and being the land comprised in Folio of the Register Volume 250874 Folio 1;
- (j) "Landowner" means the person or persons named in this covenant as the registered proprietor of the Land, and includes any successors or assignees of that person;
- (k) "local provenance" means plants and plant propagules (seeds and cuttings) which are local in origin, preferably collected from within the local catchment area;
- (l) "Minister" means the Minister for the time being administering the *Nature Conservation Act 2002* and her successors in office;
- (m) "native vegetation" means all plants, including fungi, fallen dead wood and litter, native to the Land or its immediate surrounds;
- (n) nothing contained herein should be taken to mean or imply that local government planning approval or any other approval has been or will be granted for activities which require such approval
- (o) a reference to the harming or taking of any wildlife includes a reference to the killing, destroying, hunting, pursuing, catching, shooting, netting, snaring or injuring that wildlife.

4. GENERAL COVENANTS

- (a) The Landowner must not do or permit or allow to be done on the Land:
 - i) the clearance of any native vegetation except:
 - (1) subject to 4.(a)iii), for provision and maintenance of fences and fencelines provided that the maximum width of clearance is 4m and that wherever possible native vegetation is only removed by cutting or slashing;
 - (2) if and when agreed in writing with the Minister, for the maintenance of biodiversity, through the deliberate use of fire;

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RZ Hall MM

- /
- ii) the deliberate introduction of any exotic species, except:
 - (1) biological control agents which are declared agent organisms under the *Biological Control Act 1986* for the control of declared target organisms under the *Biological Control Act 1986*;
 - (2) if and when agreed in writing with the Minister, the introduction of livestock to Area 2 for shelter and Area 3 for stock access to creek during extended dry periods;
 - iii) building or placement of structures;
 - iv) the planting of any plants, except the use of local provenance to conduct revegetation following erosion or other soil disturbance;
 - v) the use of chemicals (including fertilisers), except registered herbicides or pesticides or both and only where necessary for control of exotic species that threaten the natural values of the Land;
 - vi) the introduction of any foreign material, except where necessary for the conduct of activities permitted by the exceptions contained in clauses 4.(a)(ii-v) of this covenant;
 - vii) the disturbance of the soil, except where necessary for the conduct of activities permitted by the exceptions contained in clauses 4.(a)i), 4.(a)iii), 4.(a)iv) and 4.(b) of this covenant;
 - viii) the removal of soil, gravel or other mineral resources;
 - ix) any subdivision;
 - x) any interference with the natural flow of water except interference associated with the conduct of activities permitted by the exceptions contained in clauses 4.(a)i), 4.(a)iii) and 4.(a)xi) of this covenant;
 - xi) the construction of new roads or tracks;
 - xii) the off-road use of vehicles, except where essential for emergency purposes (eg medical evacuation) and for the conduct of activities permitted by the exceptions contained in clauses 4.(a)i);
 - xiii) the harming or taking of any wildlife, unless authorised by a permit under the *Nature Conservation Act 2002* or the *Wildlife Regulations 1999*.

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(b) The Landowner must:

- i) protect and enhance the natural values of the Land;
- ii) observe any fire management recommendations provided by the Minister and protect the land from uncontrolled fire;
- iii) maintain fences where those fences are necessary to protect the natural values of the Land;
- iv) use their best endeavours to ensure that the natural values of the Land are protected from any external impacts that are under the Landowners control (eg pollution);
- v) in the event that any of the Landowners' activities are found to pose a threat to the natural values of the Land, use their best endeavours to remove the threat and to undertake any rehabilitation that may be necessary.

5. COSTS AND ASSISTANCE

In consideration of the Landowner's agreements contained in this covenant the Minister will provide the following assistance:

- (a) research as necessary to ensure the protection and preservation of the Land, and management advice to the Landowner;
- (b) to pay all costs of preparation and registration and removal of the covenant but not any other legal costs incurred by the Landowner.

6. WAIVER OF RIGHTS TO RECOVERY AND OTHER COMPENSATION

The Landowner waives all rights to recover damages from the Minister or the Crown for any liability to the Landowner for:

- (a) personal injury to, or death of, any person; or
- (b) for damage to any of the Landowner's property or finances,

arising from the performance or purported performance of any obligations or activities required or authorised under this covenant. This waiver does not operate to release the Minister or the Crown from any liability attributable to a wrongful (including negligent) act or omission on the part of the Minister or the Crown.



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7. DISPUTE

- (a) If a dispute arises between the parties under this covenant, then (except in the case of action required to be taken under statute) the parties agree that it must be resolved expeditiously in accordance with the provisions of this clause.
- (b) If a dispute arises requiring resolution, a party must serve a notice on the other specifying the nature and substance of the matter in dispute.
- (c) If, within thirty (30) days of a notice under Clause 7(b) being served, the parties are unable to resolve the dispute, then the dispute must be submitted by the parties for resolution under the following sub-clauses.
- (d) The matter in dispute must be referred for resolution by a person of appropriate qualifications and experience, as agreed between the parties, who will act as mediator and conduct a mediation concerning the matter in dispute.
- (e) If the dispute is not settled under Clause 7(d) or the parties fail to appoint a mediator, the Minister may establish, in an attempt to resolve the dispute, a review committee comprising an independent chairperson and a representative of the Landowner and a representative of the Minister. This committee will be required to review the dispute and then attempt to resolve the dispute by agreement.
- (f) The costs of all mediation under this clause are to be shared equally between the parties.
- (g) Each of the parties agrees to use their best endeavours to resolve the dispute through mediation.
- (h) If a dispute cannot be settled within thirty (30) days (or such other period as the parties agree) of one party serving a notice of that dispute in accordance with Clause 7(b), the dispute must be determined under the provisions of the *Commercial Arbitration Act 1986*.

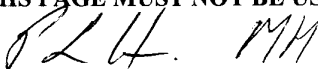
8. SEVERANCE

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

9. NOTIFICATION OF CHANGE OF OWNERSHIP



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- (a) The Landowner must notify the Minister in writing of any agreement entered into by the Landowner to effect any change of ownership or control of the Land and that notice must detail the name and address of all parties to the agreement and the nature of the change of ownership or control.
- (b) The Landowner must notify the Minister in writing of any change of ownership or control of any portion of the Land and that notice must detail the name and address of the new owner, lessee or licensee.
- (c) The Landowner must provide a copy of all directions and approvals given by the Minister under the terms of this covenant to all prospective purchasers, lessees or licensees of the land.

10. NOTIFICATION AND COMMUNICATION

- (a) The Landowner and the Minister will:
 - i) advise each other of any proposed action which could adversely affect the Land; and,
 - ii) respond promptly to all communications from each other relating to this covenant.
- (b) The Landowner shall notify the Minister:
 - i) of any event which has or could have a significant adverse impact on the flora, fauna or natural diversity of the Land;
 - ii) if the Landowner intends to alter the use of any part of the Land; or,
 - iii) if the Landowner enters into a contract of sale or lease of the Land or part of the Land, or otherwise intends to make changes to the ownership of the Land.
- (c) The Minister shall notify the Landowner of any information relating to the Land that could adversely affect the use and management of the Land.

11. ACCESS

- (a) The Landowner will, having been given reasonable notice by the Minister or servants of the Crown, allow the Minister or relevant and identified servants of the Crown to enter the Land at a reasonable time in order to:
 - i) inspect the condition of the Land;
 - ii) carry out research relevant to protection of the Land; or,

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- iii) determine whether the conditions of this covenant have been complied with.
- (b) The Landowner and the Minister must agree on the means of notification for a visit and the length of notice required. The Landowner may also specify an access route, and the Minister or servants of the Crown must follow that route, except in cases of emergency.

12. COMMONWEALTH CROWN

This covenant may not be varied or discharged by the parties without the consent of the Crown in Right of the Commonwealth first being obtained.

13. NOTICES

- (a) A notice or other communication given or made under this covenant must be in writing and addressed to the party to whom the notice is to be given at the address for service of notices as agreed by the parties from time to time.
- (b) A notice or other communication is taken to have been duly served:
 - i) in the case of hand delivery - when delivered;
 - ii) if sent by prepaid post - on the third business day after the date of posting;
 - iii) if sent by facsimile transmission (only if the sending facsimile machine produces a print out of the time, date and uninterrupted transmission record of the sending of the notice) - upon completion of sending if completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 a.m. on the next business day in that place.
- (c) A notice or other communication given or made under this covenant is sufficient if:
 - i) in the case of the Minister, it is under the hand of the Minister or a duly authorised officer of the Minister or the Minister's solicitors;
 - ii) in the case of the Landowner, it is under the hand of the Landowner or the Landowner's solicitors.
- (d) A printed or copied signature is sufficient for the purposes of sending any demand, written consent or other communication by facsimile transmission.



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14. PERFORMANCE AND REVIEW

The Landowner and the Minister agree to review the operation of this covenant every five (5) years including but not limited to discussion of the operation of the covenant and assessment of the level of compliance by both parties.

15 TERM

This covenant, and the performance of the obligations contained herein, shall commence on the date of registration and will continue for a term of twenty five years and will cease at the expiration of 25 years from the date of registration. On expiry of this covenant the minister will do all such things and register all such documents required to extinguish this covenant at the minister's cost

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RLH MM.

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ANNEXURE PAGE

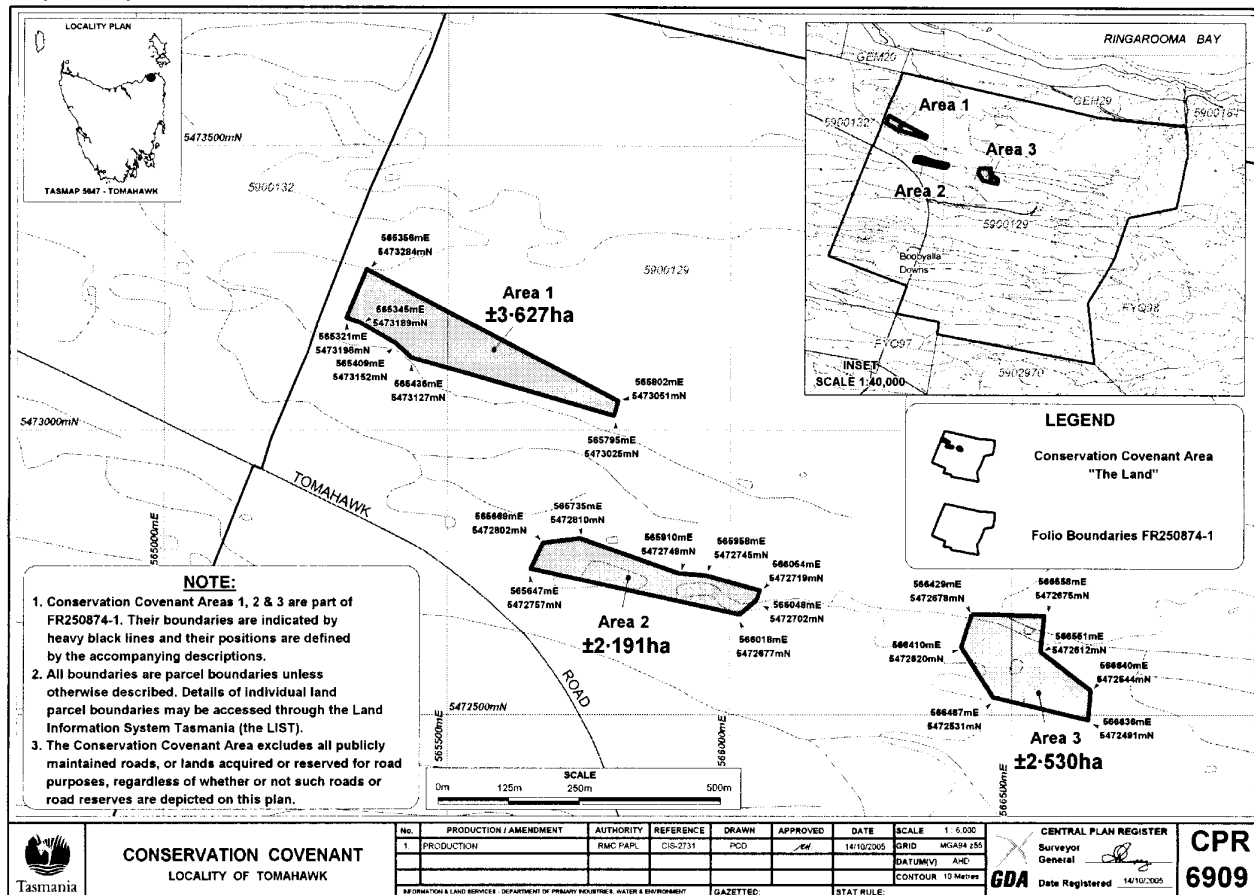
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SCHEDULE
(Plan of the Reserve)

WARNING: This is a reduced scale reproduction of an original plan registered in the Central Plan Register and filed in accordance with the *Survey Coordination Act 1944*. Full size copies of the original plan may be obtained from the Land Data Registration Branch, DPIWE, 1st Floor Lands Building, 134 Macquarie Street, Hobart.

204128



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Version 1

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PLA. M.H.