
From: Danielle Gray <danielle@grayplanning.com.au>
Sent: Wednesday, 22 April 2026 1:22 PM
To: Kingborough LPS
Cc: Andy Wilson; Andy Wilson; Susan Ely; Jim Hartman
Subject: CM: Response to TPC regarding [REDACTED] KC LPS Ireneinc report
Attachments: Kingborough draft LPS - Commission letter to Andrew Wilson 2 April 2026.pdf; TPC response letter to Ireneinc recommendations LCZ Lot [REDACTED] Rep 240 22.04.2026.pdf; TorrenScannedDealing-E167919.pdf; FolioText-[REDACTED].pdf; FolioPlan-[REDACTED].pdf

To the Chair Mr Nick Heath, Tasmanian Planning Commission

Dear Mr Heath,

In response to your letter dated 2 April 2026 (attached), please find attached a letter from Gray Planning acting for the owner Mr A Wilson that seeks further involvement in the LPS hearing process for [REDACTED] (rep #240) regarding the recommendations in the Ireneinc report commissioned by Council.

If you wish to discuss please get in touch with the undersigned.

Regards
Danielle

Danielle Gray B.Env.Des, MTP, MPIA
Principal Consultant

Gray Planning

M: 0439 342 696
P: 03 6288 8449
E: danielle@grayplanning.com.au
W: www.grayplanning.com.au
A: 224 Warwick St, West Hobart, TAS, 7000



Danielle Gray, Principal Consultant
Gray Planning
224 Warwick Street
West Hobart TAS 7000

22 April 2026

Mr Nick Heath, Chair and Delegate
Tasmanian Planning Commission
GPO Box 1691
Hobart TAS 7001
Via: KingboroughLPS@planning.tas.gov.au

Dear Mr Heath,

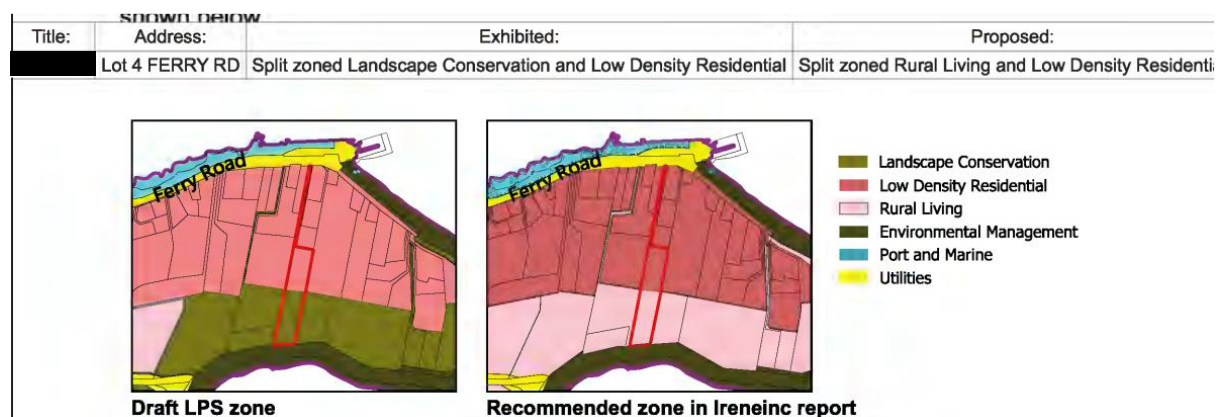
KINGBOROUGH LPS IRENEINC REPORT RECOMMENDATIONS

Your ref: DOC/26/36829

I refer to correspondence from the Commission dated 2 April 2026 regarding the recommendations in the report prepared by Ireneinc commission by Kingborough Council recently submitted to the Commission as part of the LPS process.

Gray Planning has been engaged by the owner (Mr A Wilson) of [REDACTED] (CT-[REDACTED]) to act on his behalf regarding the Kingborough LPS hearing process.

I have reviewed the Commission's letter and the Ireneinc report which has recommended a dual Low Density Residential and Rural Living zone as follows:



In the representation (#240) prepared by Gray Planning on behalf of the property owners and submitted in December 2024, a zoning of wholly Low Density Residential zone for [REDACTED]



██████████ was sought on the basis of the characteristics of the subject site and its lack of any demonstrated landscape values.

Under original mapping advertised by Council, ██████████ was proposed as part Low Density Residential and part Landscape Conservation.

██████████ is partially included in the pink outlined area in the map on page 264 of the Ireneinc report:

3.5 Kettering East and Oyster Cove

3.5.1 Part A - Locality Baseline

Matter	Information
General extent of the locality	

The Ireneinc report does not specifically mention representation #240 which requests a wholly Low Density Residential zone for ██████████. The below map on page 276 of the Ireneinc report confirms rep numbers in the pink outlined land areas. Rep #240 is not included.



Rep 438 - [REDACTED] Kettering - Rep opposes the proposed Landscape Conservation zone (22.0) and request the Rural Living Zone (11.0) for property.	
Rep 536 - [REDACTED] Kettering Rep opposes the proposed Landscape Conservation zone (22.0) and request the Rural Living Zone (11.0) for property.	
Rep 542 - [REDACTED] Kettering - Rep opposes the proposed Landscape Conservation zone (22.0) and request the Rural Living Zone (11.0) for property.	
Rep 543 - [REDACTED] Kettering - Rep opposes the proposed Landscape Conservation zone (22.0) and request the Rural Living Zone (11.0) for property.	
Rep 547 - [REDACTED] Oyster Cove7155 - Rep opposes the proposed Landscape Conservation zone (22.0) and request the Rural Living Zone (11.0) for property.	
Rep 569 - [REDACTED] Kettering	
Rep 588 - [REDACTED] Oyster Cove7155 - Rep opposes the proposed Landscape Conservation zone (22.0) and request the Rural Living Zone (11.0) for property.	
Rep 589 - [REDACTED] Oyster Cove7155 - Rep opposes the proposed Landscape Conservation zone (22.0) and request the Rural Living Zone (11.0) for property.	
Rep 608 - [REDACTED] Kettering - Rep opposes the proposed Landscape Conservation zone (22.0) and request the Rural Living Zone (11.0) for property.	

The neighbouring titles to [REDACTED] are proposed to be dealt with as follows with a recommendation for land to go over to Rural Living zone on page 281:

3.5.2.2 Recommendations

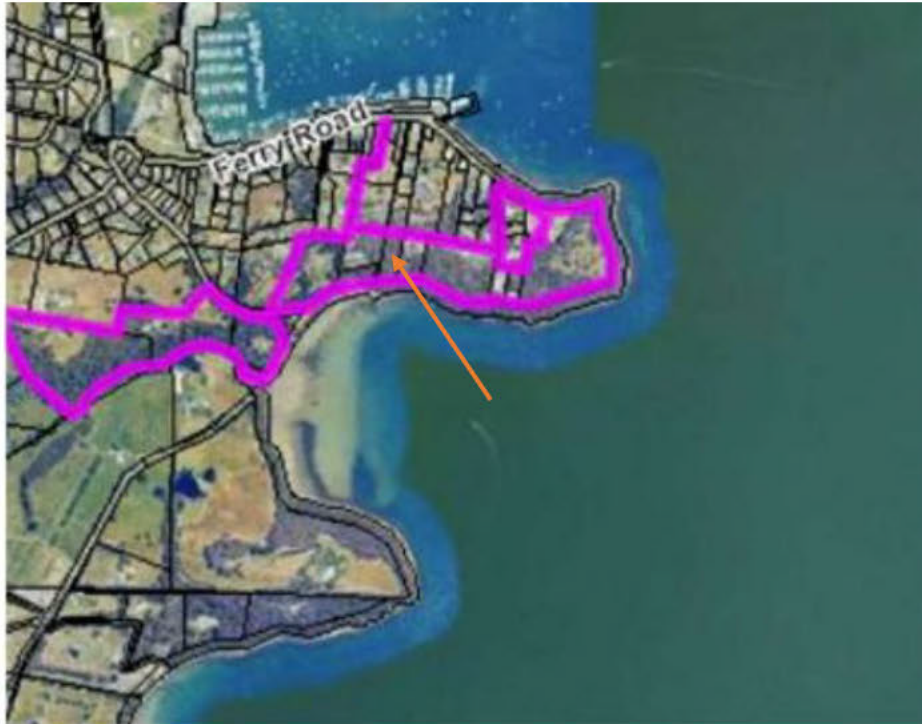
In considering the evaluation framework and the resulting pattern of zoning, previous modifications directed by the TPC, the full extent of this locality transition from the ELZ to the RLZ as the area has attributes which align with the rural living settlement and are located either within proximity to other land within the RLZ or between land for which higher intensity residential uses exist on either side. Considering the landscape values which exist on this land, there are sufficient mechanisms in the planning scheme to provide for the appropriate management of existing landscape values on these parcels such that the RLZ could be an appropriate alternative zone – on the basis that where the RLZ is applied, the minimum lot size associated with these lots provides for no further subdivision.

This is with the exception of [REDACTED] TAS 7150 (PID: [REDACTED]) and [REDACTED] Oyster Cove TAS 7150 (PID: [REDACTED]) which does not have rural living attributes that align with the balance of the locality. Considering the resulting zone pattern, this parcel this parcel should be transitioned to the Rural Zone to avoid fragmentation.

Again, rep #240 is not mentioned, nor is the subject site specifically, despite being partially included in the pink outlined area show in maps on pages 264, 270 and 276.

Zoom in of map on page 264 with southern portion of lot 4 indicated with an arrow:





The above outlined pink area is recommended by Ireneinc to go across to Rural Living zone on the basis no further subdivision potential is created. The property [REDACTED] cannot be subdivided anyway due to the onerous Part 5 Agreement placed on the property.

The dual zoning proposed for [REDACTED] appears more of an attempt to keep a neat zoning line rather than recognise the title boundaries of properties.

A dual zoning applied to a small peri urban lot of approximately 9800sqm will create unreasonable complexity for the land owners as the proposed invisible zoning boundary does not line up with any distinct on ground characteristics within Lot 4. Across a small site area, there will be two sets of planning regulations which are quite distinctively different.

As already noted, the subject site has no subdivision potential owing to the Part 5 Agreement that affects the subject site and therefore an entirely Low Density Residential zoning will not open up any subdivision potential.

A copy of the Part 5 that affects [REDACTED] is included as part of this submission.

The primary arguments to justify a dual zoning cannot prevail in the case of [REDACTED]

The subject site has a large site area with distinctly different characteristics: [REDACTED] is a long very narrow lot around 9800sqm in area with a comparable gradient and degree of vegetation cover throughout.

The dual zoning is to ensure that subdivision potential is not opened up: [REDACTED] cannot be subdivided in any case due to the Part 5 Agreement.

The dual zoning will avoid a spot zoning: No spot zoning will occur with a wholly LDR zoning. The northern half of [REDACTED] is directly adjacent to other properties to the west, north and east that are proposed to go over to LDR zone.



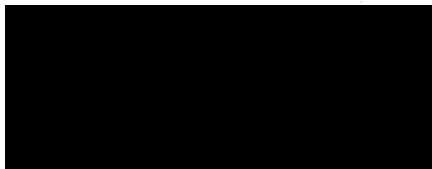
The proposed application of dual zoning on Lot 4 primarily represents a more visually pleasing application of zoning on a map than following any on site characteristics.

In response to the Commission's letter dated 2 April 2026, it is confirmed that Gray Planning and the owner wish to be further involved in the LPS hearing process.

It is considered appropriate that a wholly Low Density Residential zone is applied to the subject site instead as outlined in this submission and as per the original representation prepared (#240).

Should you wish to discuss the above, I may be contacted on 0439 342 696.

Yours faithfully



Danielle Gray B.Env.Des. MTP. MPIA
Principal Consultant, Gray Planning



TASMANIAN LAND TITLES OFFICE

Notification of Agreement under the

Land Use Planning and Approvals Act 1993 (Section 71)



E167919

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio

REGISTERED PROPRIETOR:

NAMARRGON INTERNATIONAL PTY LTD ACN 078 559 467

PLANNING AUTHORITY:

KINGBOROUGH COUNCIL

Dated this 25th day of February 2019

I Gary Arnold, General Manager,

of Civic Centre, 15 Channel Highway, Kingston in Tasmania on behalf of

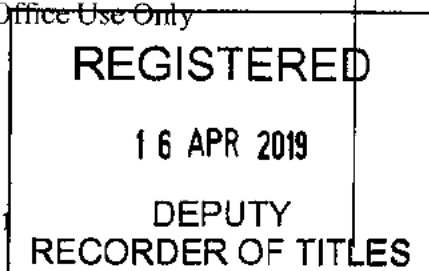
the abovenamed Planning Authority, certify that the above particulars are correct and that attached is a certified executed copy of the agreement between the abovenamed parties, notice of which is to be registered against the abovementioned folio of the Register.

The abovenamed Planning Authority holds the original executed Agreement.

Signed 
(on behalf of the Planning Authority)

Land Titles Office Use Only

LUA Version 1



THE BACK OF THIS FORM MUST NOT BE USED

Stamp Duty



MURDOCH CLARKE

I certify this to be a true and correct copy
of the original sighted by me.

At: Kingborough Council
Kingston.....TASMANIA
on the 27 day of February 2019
Esther L Robertson, JP. No. [REDACTED]

KINGBOROUGH COUNCIL

AND

NAMARRGON INTERNATIONAL PTY LTD
ACN 078 559 467

**DEED OF AGREEMENT PURSUANT TO
PART 5 OF THE LAND USE PLANNING
AND APPROVALS ACT 1993 IN RELATION
TO THE PROPERTY AT [REDACTED]
KETTERING**

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Schedule A - Conservation Zone Plan

Schedule B – Environmental Management Plan

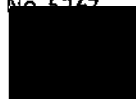
Schedule C - Weed Management Plan

Schedule D - Plan of Survey

I certify this to be a true and correct copy
of the original sighted by me.

At: Kingborough Council
Kingston TASMANIA

on the 27 day of February 2019
Esther L Robertson, JP. No. 5367



Deed- Part 5 Agreement

Land Use Planning and Approvals Act 1993

Date: 25th February 2019

I certify this to be a true and correct copy
of the original sighted by me.
At: Kingborough Council
Kingston TASMANIA
on the 27 day of February 2019
Esther L Robertson, JP, N

Parties:

KINGBOROUGH COUNCIL of 15 Channel Highway, Kingston in Tasmania ("Council")

and

NAMARRGON INTERNATIONAL PTY LTD ACN 078 559 467 the registered office of which is located at Level 1, 160 Collins Street, Hobart in Tasmania ("Owner")

Recitals:

- A The Owner is the registered proprietor of an estate in fee simple of the Land.
- B The Council is a planning authority under the Act and for the purposes of the Planning Scheme.
- C The Land is within the jurisdiction of the Planning Scheme.
- D The Owner submitted the Planning Application to the Council and the Council granted the Planning Permit.
- E Condition 9 of the Planning Permit provides as follows:

"To offset the loss of 1000m2 of Eucalyptus ovata forest and approximately 15 pretty heath (Epacris virgata subsp. Kettering) plants, the applicant must enter into a Part 5 Agreement under the Land Use Planning and Approvals Act 1993 with and to the satisfaction of Kingborough Council. This Part 5 Agreement must:

- (a) *Specify the extent of the hazard management area on [REDACTED] which is to be consistent with the hazard management area identified in the Bushfire Hazard Management Plan prepared by JMG Engineers & Planners (Drawing No P03, Revision A);*
- (b) *Verify the extent of the conservation zone on [REDACTED] which is to encompass all native vegetation outside the hazard management area identified in the Bushfire Hazard Management Plan prepared by JMG Engineers & Planners (Drawing No P03);*
- (c) *Provide for the protection for all native vegetation, threatened species and habitat values within the conservation zone; and*
- (d) *Identify management prescriptions including but not limited to threatened species management and a weed management plan, to ensure that vegetation and habitat values are managed for their long term survival (noting*

that weed management may be required outside the conservation zone for the purpose of vegetation preservation within the conservation zone). These management prescriptions are to be drafted by a suitably qualified environmental consultant and include timeframes and details for each action for a minimum of five years.

All costs associated with drafting and registering these Part 5 Agreements on the title are to be borne by the applicant.

Prior to commencement of on-site works and issue of "start works" notice, a bond must be paid to Council for the cost of five years of the management prescriptions identified in the Part 5 Agreement, excluding any initial actions already undertaken. Reporting to Council on the progress with respect to actions required by the plan is to be undertaken by a suitably qualified consultant and not less than once annually for a minimum period of 5 years. The bond may be repaid in stages on an annual basis once each annual report is received, in accordance with cost schedule identified in the Agreement."

Operative Provisions:

1 CONFIRMATION OF RECITALS

Each of the parties to this Deed confirms the recitals that relate to that party.

2 INTERPRETATION

2.1 Definitions

In this Deed unless the contrary intention appears:

Act means Land Use Planning and Approvals Act 1993.

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

Balance Land means the part of the Land shown as [REDACTED] on the Plan of Survey that is not within the Conservation Zone.

Clearance of Native Vegetation means the clearing, cutting, pushing over or otherwise removing Native Vegetation or destruction of Native Vegetation in any way.

Conservation Zone means the part of the Land shown as [REDACTED] on the Plan of Survey having an area of approximately 7,100 square metres which is shown cross-hatched on the Conservation Zone Plan.

Conservation Zone Plan means the plan prepared by JMG Engineers & Planners titled CONSERVATION ZONE a copy of which is attached to this Agreement as Schedule A.

Council means Kingborough Council.

Development means the use and development of the Land for the purpose of subdivision as more fully specified in the Planning Application.

I certify this to be a true and correct copy
of the original sighted by me.

At: Kingborough Council
Kingston TASMANIA
Day of 21 Feb 2019
Esther L Robertson, JP. No. [REDACTED]

Environmental Management Plan means the Environmental Management Plan in respect of the Conservation Zone a copy of which is attached to this Agreement as Schedule B.

Environmental Values means all of the natural features of the Conservation Zone, including but not limited to landscapes, soils, watercourses, species, habitats, ecological communities and the physical and hydrological processes that support those features.

Exotic Species means any species not native to the Land or its immediate surrounds and includes any genetically modified organisms.

Foreign Material means any material that is derived from outside the boundaries of the Land and includes effluent, rubbish, soil, gravel, mulch and compost.

General Manager means the General Manager for the time being of the Council and his/her successors in office.

Hazard Management Area means the part of the Land shown as [REDACTED] on the Plan of Survey which does not fall within the Conservation Zone.

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.

Land means the land located at and known as [REDACTED] Kettering in Tasmania comprised in Certificate of Title Volume [REDACTED] Folio [REDACTED]

Local Provenance means plants and plant propagules (seeds and cuttings) which are local in origin, preferably collected from within the local catchment area.

Lot 4 Owner means the registered proprietor from time to time of an estate in fee simple in the part of the Land shown as [REDACTED] on the Plan of Survey.

Native Vegetation means all plants, plant matter and fungi native to the Land or its immediate surrounds, including fallen dead wood and litter.

Owner means the person or persons named at the beginning of this Agreement as "Owner" and includes any successors or assignees of that person. In relation to any part of the Land, "Owner" means the registered proprietor of an estate in fee simple in that part of the Land.

Plan of Survey means the Plan of Survey pursuant to which the Land will be subdivided into four Lots a copy of which is attached to this Deed as Schedule D.

Planning Application means the planning application lodged with the Council for the subdivision of the Land and allocated Application No. DAS-2016-10.

Planning Permit means the Development/Use Permit issued by the Council on 17 September 2016 approving the Planning Application subject to certain conditions and restrictions.

I certify this to be a true and correct copy
of the original sighted by me.

At: *Hingborough Council*

Kingston TASMANIA

on the 27th day of Feb 2019

Esther L Roberts

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Planning Scheme means the Kingborough Interim Planning Scheme 2015.

Weed Management Period means the period of five years which commenced on 1 December 2017.

Weed Management Plan means the Weed Management Plan a copy of which is attached to this Agreement as Schedule C.

2.2 Rules for interpreting this Deed

I certify this to be a true and correct copy
of the original sighted by me.

At: Kingborough Council
Kingston TASMANIA

In this Deed, unless the contrary intention appears:

- (a) one gender includes the other; on the 27 day of February 2018
Esther L Robertson, JP. No. 52 [REDACTED]
- (b) the singular number include the plural and vice versa;
- (c) a reference to a person includes a corporation, unincorporated body or authority;
- (d) clause headings are inserted for convenience only and will be ignored in the interpretation of this Deed;
- (e) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- (f) the schedule and annexures to this Deed form part of this Deed; and
- (g) a party includes its successors, assigns, executors and administrators.

3 ACKNOWLEDGEMENTS BY OWNER

The Owner acknowledges that:

- (a) the Land is subject to the Planning Scheme;
- (b) this Deed is being entered into pursuant to Part 5 of the Act and for the purpose of satisfying condition 9 in the Planning Permit; and
- (c) the Owner must register this Deed pursuant to the provisions of the Land Titles Act 1980 against the Certificate of Title to Lot 4 on the Plan of Survey and that the effect of registration will be that the burden and benefit of any covenant contained in this Deed will run with the part of the Land shown as Lot 4 on the Plan of Survey as if it were a covenant to which Section 102(2) of the Land Titles Act 1980 applies.

4 COVENANTS BY OWNER

4.1 Covenants in relation to the Conservation Zone

- 4.1 On behalf of the [REDACTED] Owner, the Owner hereby covenants with the Council that the [REDACTED] Owner:

- 4.1.1 will protect and manage all of the Native Vegetation in the Conservation Zone in perpetuity in accordance with this Agreement so as to protect and maintain or improve the Environmental Values of the Conservation

Zone including Native Vegetation, threatened species and habitat for threatened fauna species;

4.1.2 will during the Weed Management Period comply with the Weed Management Plan and arrange for a suitably qualified consultant to provide a report to the Council within 60 days of the first, second, third, fourth and fifth anniversaries of the commencement of the Weed Management Period in relation to whether the actions required by the Weed Management Plan during the 12 month period to which the report relates have been satisfactorily carried out; and

4.1.3 will in relation to the Conservation Zone:

- (a) use best endeavours to ensure that Exotic Species that pose a threat to the Environmental Values of the Conservation Zone do not become established;
- (b) use best endeavours to eliminate or control established Exotic Species that pose a threat to the Environmental Values of the Conservation Zone;
- (c) observe any fire management recommendations provided by Tasmania Fire Service or the Council and will use best endeavours to protect the Conservation Zone from uncontrolled fire;
- (d) maintain fences where those fences are necessary to protect the Environmental Values of the Conservation Zone;
- (e) use best endeavours to prevent excess water flows from developed areas such as driveways;
- (f) use best endeavours to ensure that the Environmental Values of the Conservation Zone are protected from any external impacts that are under the [REDACTED] Owner's control;
- (g) when clearing Native Vegetation for activities approved under this Agreement, clear by cutting and slashing wherever possible so as to minimise any soil disturbance; and
- (h) in the event that any of the [REDACTED] Owner's activities are found to pose a threat to the Environmental Values of the Conservation Zone, use best endeavours to remove the threat and undertake any rehabilitation that may be necessary;

4.1.4 will, in relation to the Conservation Zone, not undertake or allow any actions that will damage or degrade the Environmental Values except where necessary for the conduct of specific activities approved by the Council under clause 4.3 of this Agreement;

4.1.5 will not undertake any of the following activities within the Conversation Zone any of the following activities (which it is acknowledged may damage or degrade the Environmental Values) except where necessary

I certify this to be a true and correct copy
of the original sighted by me.

At: Kingborough Council

Kingston TASMANIA

on the 27 day of February 2019

Esmer L Robertson, JP N

I certify this to be a true and correct copy
of the original sighted by me.

At: Kingsborough Council TASMANIA
Kingsborough
on the 27 day of February 2019
Esther L Robertson, JP NG

for the conduct of specific activities approved by the Council under clause 4.3 of this Agreement;

- (a) Clearance of Native Vegetation;
- (b) introduction of Exotic Species;
- (c) planting of any plants;
- (d) use of chemicals (including fertilisers);
- (e) introduction of Foreign Material;
- (f) disturbance of the soil;
- (g) removal of soil, gravel or other mineral resources;
- (h) Interference with the Natural Flow of Water;
- (i) subdivision or stratum title development;
- (j) building or placement of structures;
- (k) construction of roads or tracks;
- (l) removal of dead trees – standing or fallen;
- (m) off-road use of vehicles;
- (n) grazing of domestic animals;
- (o) harming or taking of wildlife; and

4.1.6 in relation to the Conservation Zone will comply with the Environmental Management Plan and that where the requirements of the Environmental Management Plan are not consistent with the obligations imposed on the [REDACTED] Owner by any provision of clause 4 of this Agreement other than this clause 4.1.6 or impose obligations which are not otherwise imposed on the [REDACTED] Owner by a provision of clause 4 of this Agreement the requirements of the Environmental Management Plan will prevail.

4.2 Liability of Owner to comply with covenants in relation to the Conservation Zone

The Council acknowledges and agrees that the Owner is only liable to comply with the covenants contained in clause 4.1 while the Owner is the [REDACTED] Owner.

4.3 Activities permitted within the Conservation Zone

The Council agrees that the [REDACTED] Owner may undertake the following activities in the Conservation Zone provided that any associated Clearance of Native Vegetation is the minimum required for the conduct of the approved activity and the Council

acknowledges that undertaking any such activity will not constitute a breach by the Lot 4 Owner of any of the covenants which bind the Lot 4 Owner under this Agreement:

- (a) emergency fire fighting operations, including fire breaks, control lines or "back-burns";
- (b) construction and maintenance of walking tracks, provided that walking tracks are a maximum of 1.5 metres wide;
- (c) off-road use of vehicles for emergency or essential management purposes;
- (d) use of registered herbicides or pesticides where necessary for the control of Exotic Species that threaten the Environmental Values of the Conservation Zone;
- (e) revegetation using Local Provenance where necessary to stabilise exposed ground following soil disturbance or erosion;
- (f) introduction of biological control agents which are declared agent organisms under the Biological Controls Act 1986 for the control of declared target organisms under the Biological Controls Act 1986;
- (g) harming or taking of wildlife where authorised by a permit under the Nature Conservation Act 2002 or the Wildlife Regulations 1999;
- (h) if and when required by Tasmania Fire Service or the Council, Clearance of Native Vegetation for fire hazard reduction; and
- (i) use of controlled burns for ecological purposes (e.g. maintenance of biodiversity).

4.4 Covenants in relation to Balance Land

On behalf of the registered proprietor or proprietors from time to time of an estate in fee simple in any part of the Balance Land, the Owner hereby covenants with the Council that the registered proprietor or proprietors of an estate in fee simple in any part of the Balance Land:

- 4.4.1 will, in relation to the part of the Balance Land of which the covenantor is the registered proprietor:
 - (a) only conduct activities of a type or in a manner that do not pose a threat to the Environmental Values of the Conservation Zone;
 - (b) when clearing Native Vegetation clear by cutting and slashing wherever possible so as to minimise any soil disturbance; and
 - (c) landscape with Local Provenance plants where possible; and
- 4.4.2 will, in the event that activities on the part of the Balance Land of which the covenantor is the registered proprietor are found to pose a threat to the Environmental Values of the Conservation Zone, use best endeavours to remove the threat and undertake any rehabilitation that may be necessary.

I certify this to be a true and correct copy
of the original sighted by me.

At: Kingborough Council
Kingston TASMANIA
on the 27 day of February 2019
Signed: [Redacted]
Esther L. Robertson, JP. No. 9267
52267

6.2 Agreement Under Section 71 of Part 5 of the Act

The parties agree that without limiting or restricting the respective powers to enter into this Deed and, in so far as it can be so treated, this Deed is made pursuant to section 71 of the Act.

6.3 Commencement of Agreement

This Deed shall commence on the date of this Deed is signed by all parties.

7 REGISTRATION & COSTS

The Owner agrees that:

- (a) the Owner will make an application, pursuant to section 78 of the Act to the Recorder of Titles for the registration of this Deed on the folio of the Register constituting the title to the part of the Land shown as Lot 4 on the Plan of Survey; and
- (b) the Owner must bear the costs and disbursements associated with the preparation, negotiation and registration of this Deed including any costs or disbursements incurred or to be incurred by the Council.

8 WAIVER OF RIGHTS TO RECOVERY AND OTHER COMPENSATION

The Owner waives all rights to recover damages from the Council for any liability to the Owner for:

- (a) personal injury to, or death of, any person; or
 - (b) for damage to any of the Owner's property or finances,
- arising from the performance or purported performance of any obligations or activities required or approved under this Agreement. This waiver does not operate to release the Council from any liability attributable to a wrongful (including negligent) act or omission on the part of the Council.

9 RESOLUTION OF DISPUTES

- (a) If a dispute arises between the parties under this Agreement, then (except in the case of action required to be taken under statute) the parties agree that it must be resolved expeditiously in accordance with the provisions of this clause.
- (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.

At Kingborough Council
Kingston
on the 27 day of February 2019
Esther L Robertson, JP. No. 5268

TASMANIA

- (c) If, within thirty (30) days of a notice under sub-clause 9(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 sub-clause 9(d) or the parties fail to appoint a mediator, the General Manager may establish, in an attempt to resolve the dispute, a review committee comprising an independent chairperson and a representative of the Owner and a representative of the Council. 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 a 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 sub-clause 9(b), the dispute must be determined under the provisions of the *Commercial Arbitration Act 1986*.

10 SEVERANCE

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

11 NOTIFICATION OF CHANGE OF OWNERSHIP

- (a) The Owner must notify the Council in writing of any agreement entered into by the Owner to effect any change of ownership or control of the part of the Land shown as [REDACTED] on the Plan of Survey 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.

The Owner must notify the Council in writing of any change of ownership or control of any portion of the part of the Land shown as [REDACTED] on the Plan of Survey and that notice must detail the name and address of the new owner, lessee or licensee.

The Owner of any part of the Land shown as [REDACTED] on the Plan of Survey must provide a copy of all directions and approvals relating to that part of the Land

I certify this to be a true and correct copy
 of the original signed by me.
 At: Kingborough Council
Kingston TASMANIA
 on the 27 day of February 2018
 Esther L Robertson, JP No. 51

given by the Council under the terms of this Agreement to all prospective purchasers, lessees or licensees of that part of the Land.

12 NOTIFICATION AND COMMUNICATION

- (a) The Owner and the Council must:
 - (i) advise each other of any proposed action which could adversely affect the Conservation Zone; and
 - (ii) respond promptly to all communications from each other relating to this Agreement.
- (b) The Owner must notify the Council:
 - (i) of any event which has or could have a significant adverse impact on the Environmental Values of the Conservation Zone; and
 - (ii) if the Owner intends to alter the use of any part of the Conservation Zone.
- (c) The Council must notify the Owner of a part of the Land of any information relating to that part of the Land within the Council's knowledge that could adversely affect the use and management of that part of the Land.

13 ACCESS

- (a) The Owner must, having been given reasonable notice by the General Manager or servants of the Council, allow relevant and identified servants of the Council to enter the part of the Land shown as [REDACTED] on the Plan of Survey at a reasonable time in order to:
 - (i) inspect the condition of the Conservation Zone;
 - (ii) carry out research relevant to protection of the Conservation Zone; or,
 - (iii) determine whether the conditions of this Agreement have been complied with.

The Owner and the Council must agree on the means of notification for a visit and the length of notice required. The Owner may also specify an access route, and the servants of the Council must follow that route, except in cases of emergency.

14 NOTICES

- (a) A notice or other communication given or made under this Agreement must be in writing and addressed to the party to whom the notice is to be given at the address for service of notices as agreed by the parties from time to time.
- (b) A notice or other communication is taken to have been duly served:

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of the original signed by me.

At: Kingsborough Council
Kingsborough TASMANIA
on the 27 day of February 2019
Esther L Robertson, JP. No. 526

- (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;
 - (iv) if sent by email, when the recipient acknowledges receipt of the email.
- (c) A notice or other communication given or made under this Agreement is sufficient if:
- (i) in the case of the Council, it is under the hand of the General Manager or a duly authorised officer of the Council or the Council's solicitors;
 - (ii) in the case of the Owner, it is under the hand of the Owner or the Owner'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 or by email.

15 PERFORMANCE AND REVIEW

The Owner and the Council agree to review the operation of this Agreement every five (5) years, or at lesser intervals if circumstances necessitate, including but not limited to discussion of the operation of the Agreement and assessment of the level of compliance by both parties.

EXECUTED as a Deed.

The **COMMON SEAL** of **KINGBOROUGH COUNCIL** has been hereunto affixed pursuant to a resolution of the Kingborough Council passed on the 23rd day of August 2011 in the presence of:



.....
Mayor/Councillor

.....
Council Delegate
on the 27 day of February 2011
TASMANIA
At: Kingborough Council
of the original sighted by me.
I certify this to be a true and correct copy

EXECUTED by NAMARRGON INTERNATIONAL
PTY LTD ACN 078 559 467 in accordance with section
127 of the Corporations Act by STEPHEN JOHN GUMLEY
as Sole Secretary and Alternate Director for Sole Director
JOHN RICHARD GUMLEY

ST

I certify this to be a true and correct copy
of the original sighted by me.

At: Kingborough Council
Kingston TASMANIA

on the 27 day of February 2019
Esther L Robertson, JP. M

Schedule A
Conservation Zone Plan

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At: Kingborough Council
Kingston TASMANIA

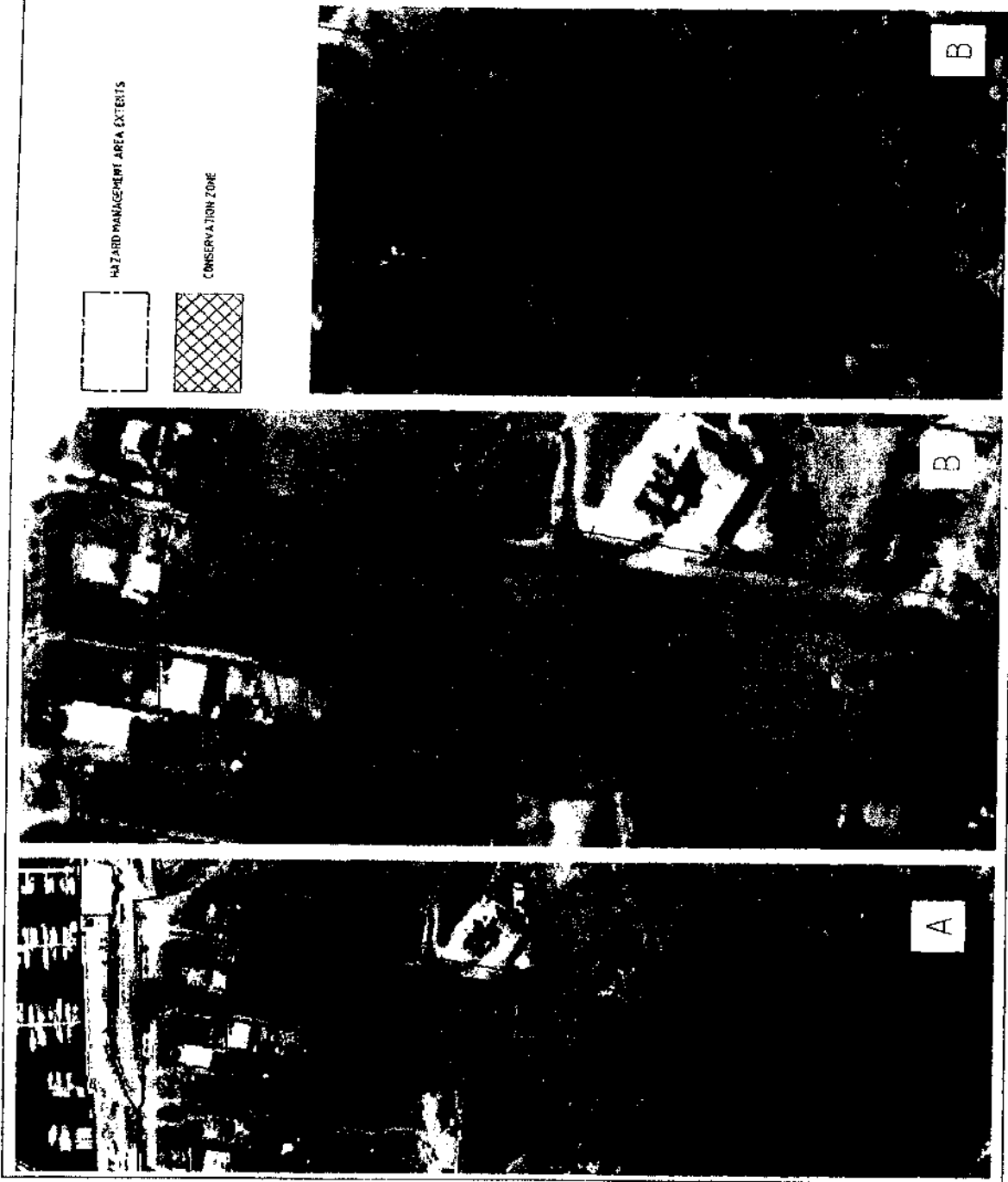
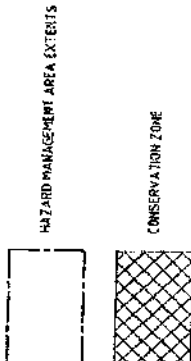
on the 27 day of February 2018
Esther L. Robertson, JP. No. 5267



At: Kingborough Council
Kingston TASMANIA
 on the 27 day of February 2019
 Esther L Robertson, JP No. 52

on the 27 day of February, 2019
 Esther L Robertson, JR No. 52 [REDACTED]

NO.	DATE	REMARKS
 J. B. JONES Engineering & Planning		
Information: J. B. Jones & Son, Inc. 11400 10075-10075, Suite 100, Dallas, TX 75243 Phone: (214) 350-10075 Fax: (214) 350-10075		
Project: 705 PERRY ROAD KETTERING SUBDIVISION FULL CONSERVATION ZONE		
Project Number	10075-10075	Sub
Project Name	705 PERRY ROAD	Sub
Project Location	705 PERRY ROAD	Sub
Project Status	705 PERRY ROAD	Sub
Project Description	705 PERRY ROAD	Sub
Project Owner	705 PERRY ROAD	Sub
Project Engineer	705 PERRY ROAD	Sub
Project Designer	705 PERRY ROAD	Sub
Project Architect	705 PERRY ROAD	Sub
Project Surveyor	705 PERRY ROAD	Sub
Project Planner	705 PERRY ROAD	Sub
Project Consultant	705 PERRY ROAD	Sub
Project Specialist	705 PERRY ROAD	Sub
Project Coordinator	705 PERRY ROAD	Sub
Project Manager	705 PERRY ROAD	Sub
Project Supervisor	705 PERRY ROAD	Sub
Project Assistant	705 PERRY ROAD	Sub
Project Secretary	705 PERRY ROAD	Sub
Project Receptionist	705 PERRY ROAD	Sub
Project Cleaner	705 PERRY ROAD	Sub
Project Janitor	705 PERRY ROAD	Sub
Project Security Guard	705 PERRY ROAD	Sub
Project Maintenance Worker	705 PERRY ROAD	Sub
Project Landscaper	705 PERRY ROAD	Sub
Project Pest Control Worker	705 PERRY ROAD	Sub
Project Firefighter	705 PERRY ROAD	Sub
Project Police Officer	705 PERRY ROAD	Sub
Project Sheriff's Deputy	705 PERRY ROAD	Sub
Project Corrections Officer	705 PERRY ROAD	Sub
Project Prison Guard	705 PERRY ROAD	Sub
Project Court Reporter	705 PERRY ROAD	Sub
Project Notary Public	705 PERRY ROAD	Sub
Project Wedding Planner	705 PERRY ROAD	Sub
Project Event Coordinator	705 PERRY ROAD	Sub
Project DJ	705 PERRY ROAD	Sub
Project Photographer	705 PERRY ROAD	Sub
Project Videographer	705 PERRY ROAD	Sub
Project Wedding Officiant	705 PERRY ROAD	Sub
Project Wedding Planner	705 PERRY ROAD	Sub
Project Wedding Coordinator	705 PERRY ROAD	Sub
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Project Wedding Receptionist	705 PERRY ROAD	Sub
Project Wedding Security Guard	705 PERRY ROAD	Sub
Project Wedding Landscaper	705 PERRY ROAD	Sub
Project Wedding Pest Control Worker	705 PERRY ROAD	Sub
Project Wedding Firefighter	705 PERRY ROAD	Sub
Project Wedding Police Officer	705 PERRY ROAD	Sub
Project Wedding Sheriff's Deputy	705 PERRY ROAD	Sub
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Project Wedding Wedding Wedding Wedding Coordinator	705 PERRY ROAD	Sub
Project Wedding Wedding Wedding Wedding Assistant	705 PERRY ROAD	Sub
Project Wedding Wedding Wedding Wedding Receptionist	705 PERRY ROAD	Sub
Project Wedding Wedding Wedding Wedding Security Guard	705 PERRY ROAD	Sub
Project Wedding Wedding Wedding Wedding Landscaper	705 PERRY ROAD	



Schedule B

Environmental Management Plan

I certify this to be a true and correct copy
of the original sighted by me.

At: Kingborough Council
Kingston TASMANIA

on the 27 day of February 2019
Esther L Robertson, JP. No 537



SCHEDULE B – ENVIRONMENTAL MANAGEMENT PLAN

EXTENT OF THE CONSERVATION ZONE

The following environmental management plan pertains to an area of vegetation defined as the 'Conservation Zone' of the 'Land' at [REDACTED] Kettering as defined in Clause 2 and 4.1 of the Agreement.

NATURE CONSERVATION VALUES OF THE CONSERVATION ZONE

Approximately 7,100 m² of vegetation will be retained on the southern portion of lot 4. This area includes 1,750 m² of *Eucalyptus ovata* forest and woodland (DOV) and 5,350 m² of *Eucalyptus pulchella* forest and woodland (DPU) which contains a significant population of the threatened pretty heath (*Epacris virgata*) (estimated between 800 and 12,00 plants) and scattered black gums (Figure 1).

Across the hilltop, the Conservation Zone supports the small remnant of *Eucalyptus ovata* forest and woodland (DOV) with a shrub layer dominated by significant infestations of radiata pine (*Pinus radiata*) and white peppermint (*E. pulchella*) is sub dominant. The shrub layer also supports native cherry (*Exocarpos cupressiformis*), dollybush (*Cassinia aculeata*), hop wattle (*Acacia stricta*), blackwood (*A. melanoxylon*) and common teatree (*Leptospermum scoparium*). Low shrubs recorded include common heath (*Epacris impressa*), prickly beauty (*Pultenaea juniperina*), twiggy beardheath (*Leucopogon virgata*) and pretty heath (*Epacris virgata*).

Eucalyptus ovata forest and woodland (DOV) is classified as an 'endangered' forest community under Schedule 3A of the *Nature Conservation Act 2002* (NCA). *Eucalyptus pulchella* forest and woodland (DPU) is not listed under the NCA.

Under 'Table E10.1 Priority Biodiversity Values' of the Kingborough Interim Planning Scheme 2015 *Eucalyptus ovata* forest and woodland (DOV) is considered to have 'High Priority Biodiversity Value' due to the listing under the NCA and/or the presence of threatened species habitat.

Eucalyptus pulchella forest and woodland (DPU) is a common and well reserved forest community however the presence of the threatened flora species (classified as vulnerable under *Environmental Protection and Biodiversity Conservation* (EPBC) Act 1999 amongst the community means that it is also classified as a 'High Priority Biodiversity Value' under Table E10.1 of the Kingborough Interim Planning Scheme 2015.

The vegetation within the Conservation Zone is in good condition and contains mixed aged trees and a healthy shrubby understorey. There is one declared weed spanish heath (*Erica lusitanica*) within the northern boundary of the Conservation Zone in addition to infestations of radiata pine (*Pinus radiata*) which extend deeper into the northern portion of the Conservation Zone (Schedule C).

Significant Fauna habitat

The Conservation Zone contains mature black gums (*E. ovata*) which provide foraging habitat for the endangered swift parrot (*Lathamus discolor*). There are no recorded sightings of swift parrot within the Conservation Zone however the species may utilise the site. This bird species is listed under the *Threatened Species Protection Act 1995* and EPBC Act 1999.

The vegetation also provides habitat for the eastern barred bandicoot (*Perameles gunnii*) which is vulnerable under the EPBC Act 1999.

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on the 27 day of February 2019

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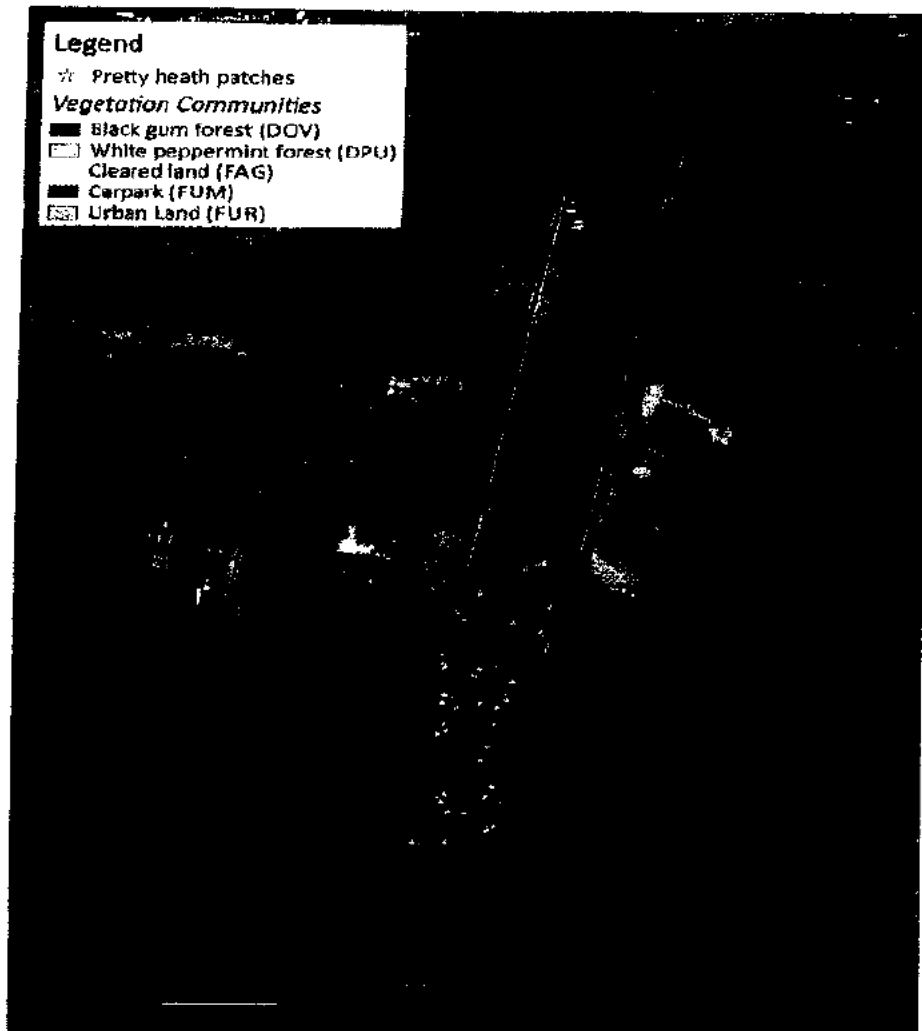


Figure 1 -- Vegetation Communities, threatened fauna, weed distribution on broader site and location of Conservation Zone

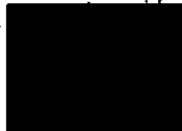
Enviro-dynamics Pty Ltd 2 Edward Street, Glebe

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Kingston TASMANIA

on the 27 day of February 2019

Esther L Robertson, JP.



Management Objectives for Conservation Zone

The following management objectives apply to the management of the native vegetation within the Conservation Zone:

- ◆ Protection and conservation of the natural systems and features including the diversity of species, habitats and communities;
- ◆ To protect the foraging habitat of the swift parrot and eastern barred bandicoot;
- ◆ Protection of the native vegetation from damage by introduced plants and animals, disease and inappropriate management regimes;
- ◆ To maintain the structure of the forest and allow for regeneration of native species under the proposed management regime;
- ◆ To prevent the forest stand from being frequently burnt; and
- ◆ To eradicate or control weeds and feral animals and prevent any further introduction(s) of exotic species.

Management Prescriptions for the Conservation Zone

Clearing of Vegetation

- ◆ No clearing of vegetation (including shrubs and other understorey species) is to occur within the Conservation Zone unless it is of an approved nature, such as:
 - i) part of weed eradication efforts (see Weed Control);
 - ii) for boundary fence maintenance (see sections Fencing and Works);
- ◆ Vegetation cleared during the process of "approved clearing" operations (such as shrubs, branches, trunks etc.) may be removed from, and used external to the intact vegetation.
- ◆ Standing dead trees which contain hollows or damaged crowns are not to be felled or removed from the Conservation Zone as they provide potential nesting hollows for the swift parrot or other bird and mammal species.

Domestic Firewood

- ◆ Domestic firewood collecting is not permitted within the Conservation Zone. Debris collected from approved cleared as per 'Clearing of Vegetation' above can be used as firewood.

Fencing

- ◆ There are currently boundary fences along the western, southern and eastern boundaries of the Conservation Zone however internal boundaries are not currently fenced and are not required to be fenced for management for the area. A perimeter fence along the northern edge of the Conservation Zone is permitted if preferred by the owner.
- ◆ In the event of the construction or replacement of the fences the removal of mature black gums should be avoided as much as possible to retain all foraging habitat for threatened species.

Weed Control

- ◆ The Conservation Zone contains Spanish heath (*Erica lusitanica*) and radiata pine (*Pinus radiata*) plants (refer to Schedules A and C).
- ◆ There are likely to be minor infestations of exotic grasses and herbs in the Conservation Zone however these weeds do not pose a significant threat to the values of the surrounding land and therefore no action is required.
- ◆ The Owner must undertake weed management actions as per the Schedule C - Weed Management Plan, Table 1 – Actions 1-5.

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on the 27 day of February 2019
Esther L Robertson, JP [redacted]

- ◆ Only approved herbicides that are recommended for the control of a target species are to be applied. The Owner will apply and dispose of herbicides in accordance with the manufacturer's recommendations.

Herbicides, other chemicals and fertilisers

- ◆ No fertilisers are to be applied within the native vegetation in the Conservation Zone.
- ◆ No chemicals or herbicides are to be applied within the native vegetation unless it is part of the weed eradication efforts.

Fire

Fire(s) will be excluded from the native vegetation within the Conservation Zone unless:

- ◆ Required by the Tasmania Fire Service for fire hazard reduction; or
- ◆ For ecological purposes (e.g. the maintenance of biodiversity) in accordance with the advice from a qualified fire ecologist; or
- ◆ When uncontrolled bushfire cannot be prevented from passing through the Conservation Zone.

Introduction of non-native flora or fauna

- ◆ No exotic species are to be deliberately introduced onto the Conservation Zone.
- ◆ No non-native flora and/or fauna species are to be deliberately introduced into the native vegetation unless approved by the General Manager (for example, as part of a rehabilitation, restoration or translocation strategy).
- ◆ No domesticated animals are to be intentionally allowed within the Conservation Zone.

Recreational Use

The following restrictions are applied to the Conservation Zone in terms of recreational use:

- ◆ Recreational activities that are not considered deleterious to the values of the site (including bush walking and bird watching) may be carried out within the Conservation Zone;
- ◆ The Conservation Zone currently contains no formal walking tracks. A walking trail to the southern boundary (Trial Bay) can be formed (as Per 4.4 (b)) provided it is a maximum of 1.5m wide and no mature trees or threatened flora species are removed for its construction; and
- ◆ No recreational activity [including but not confined to trail bike riding, shooting (with the exception of introduced pest species) and horse riding] which would be considered deleterious to the natural values is to be carried out within the Conservation Zone without consultation with and approval of the General Manager.

Deleterious Activities

- ◆ No activities (including, but not confined to, removal of soil, gravel or other natural resources, dumping of rubbish, general disturbance, etc.) which may be considered deleterious to the natural values will be carried out within the Conservation Zone unless approved by the General Manager.

Vehicle Use

Vehicle use within the Conservation Zone is not permitted except:

- ◆ For fire-fighting emergencies.

Monitoring and Maintenance

Enviro-dynamics Pty Ltd - 2 Edward Street, Glebe

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Kingston TASMANIA

on the 27 day of February 2019
Esther L Robertson, JP. No. 567

- ◆ The Conservation Zone is to be monitored at the cost of the Owner for the emergence of declared weed species (as listed under *Weed Management Act 1999*) and environmental weed species or other issues detrimental to the Conservation Zone. Monitoring for the first 5 years from the commencement of this Agreement is to be undertaken annually by a person suitably qualified in vegetation management. Thereafter, monitoring should be undertaken annually by the Owner or an appointed representative.
- ◆ If any declared weeds or environmental weeds are recorded during monitoring, they must be controlled as per the Schedule C – Weed Management Plan.

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At: Kingborough Council
Kingston TASMANIA

on the 27 day of February 2019
Esther L Robertson, JP No. 5267

Schedule C
Weed Management Plan

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At: Kingborough Council
Kingston TASMANIA
on the 27 day of February 2019
Esther L Robertson, 

SCHEDULE C – WEED MANAGEMENT PLAN

The following weed management plan pertains to the Conservation Zone only. It is largely a reproduction of relevant sections of a separate document 'Weed Management Plan [REDACTED] and [REDACTED] Kettering (Enviro-dynamics Feb 2017)'. Successful control of weeds in both areas relies on the implementation and follow-up across the entire site.

The overall strategy is to prevent declared weeds and environmental weeds from establishing within the Conservation Zone and to control infestations on land adjacent to the Conservation Zone thereby preventing their further spread into the Conservation Zone.

WEED PRESENT AT THE SITE

One declared weed species (listed under Sections 9 or 10 of the *Weed Management Act 1999*) was recorded in the Conservation Zone.

Spanish heath (*Erica lusitanica*) – scattered plants occur along the northern edge of the Conservation Zone. The plants are outliers of a larger infestation on the adjacent land. These plants shall be controlled to prevent spread into the Conservation Zone.

One environmental weed species requires management within the Conservation Zone.

Radiata pine (*Pinus radiata*) – isolated saplings and seedlings occur within the Conservation Zone. These seedlings are outliers of a more significant radiata pine infestations on neighbouring land and on the balance land.

WEED DESCRIPTIONS and CONTROL METHODS

The following section describes the control strategies for spanish heath and radiata pine. Weed control methodology is summarised in Table 1.

Spanish heath (*Erica lusitanica*)

Control Strategy – Patches of smaller plants can be initially controlled by foliage spraying. Large plants are to be cut close to the base and the stem painted with herbicide within 30 seconds of the cut. Seedlings can be hand pulled or dug out when the soil is moist taking care to remove as much root as possible.

Follow up actions will be required to control seedlings regrowth, regrowth from roots or missed plants. Dense seedling regrowth can be controlled by foliage spraying; individual plants can be hand pulled when the soil is moist and missed plants can be hand pulled or cut and pasted depending on their size. Follow-up will be required for a number of years. Control should be carried out in conjunction with control of the adjacent land.

Radiata Pine (*Pinus radiata*)

Control Strategy – Trees and saplings must be cut down close to the base and then stumps must be painted with herbicide within 30 seconds of the cut. Smaller seedlings can be hand pulled or dug out when the soil is moist.

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Kingston TASMANIA

on the 27 day of February 2019
Esther L Robertson, J [REDACTED]

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IMPLEMENTATION OF WEED MANAGEMENT ACTIONS

Initial primary weed control actions are to be undertaken at the commencement of the Part V Agreement for the land. The primary actions will control the majority of the weeds with follow-up monitoring and control actions to be undertaken for a minimum period of 5 years to eradicate regrowth and plant regeneration from seed stored in the soil.

Weed control actions should be carried out as per Table 1 – Summary of Weed Control Measures.

Disposal of debris

A spanish heath plant debris should be piled outside the Conservation Zone and burnt (subject to required permits) or bagged up and disposed of at an approved waste management facility. The waste management facility should be informed of the nature of weed debris to prevent mixing with green waste.

To minimise disturbance of the Conservation Zone, radiata pine trees should be left in situ to decompose

Monitoring and Maintenance

Follow up actions will be required to control seedlings regrowth or missed plants. Individual plants can be hand pulled when the soil is moist and missed plants can be hand pulled or cut and pasted depending on their size. Ongoing follow-up will be required due to weed infestation on adjoining land.

Monitoring and maintenance within the Conservation Zone will be carried out as per Table 1.

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At: Kingborough Council
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on the 27 day of February 2019

Esther L Robertson, JP. [REDACTED]

SCHEDULE C - WEED MANAGEMENT PLAN

Table 1- Summary of weed control measures.

WEED SPECIES	ACTION #	ACTION	TREATMENT/METHODOLOGY	OUTCOME	TIMING	PRIORITY
Spanish heath (SH)	1	Control all mature plants and seedlings within Conservation Zone.	Foliage spray larger patches, cut and paste isolated mature plants and hand pull seedlings when soil is moist ensuring roots are removed.	Mature SH plants controlled preventing additional seed production within the Conservation Zone.	Spring/Autumn when Part V Agreement commences. Carry out in conjunction with weed control on adjoining Balance Land	High
	2	Monitor Conservation Zone	Annual inspections of Conservation Zone to identify any new or missed SH. Hand pull any missed seedlings when soil is moist or foliage spray any broad areas where seedlings appear.	Conservation Zone maintained free from SH.	Annually in summer before SH is flowering	High
Radula pine (RP)	3	Control all pine trees within Conservation Zone	Cut and paint all RP trees, saplings and seedlings.	Emergent pines in retained vegetation are removed to ensure they do not grow into large trees.	Spring/Autumn prior to any development. Carry out in conjunction with weed control on adjoining Balance Land	High
	4	Monitor Conservation Zone	Annual inspections of Conservation Zone to identify any new or missed SH. Hand pull any missed seedlings when soil is moist or foliage spray any broad areas where seedlings appear.	Conservation Zone maintained free from RP.	Ongoing for minimum of 5 years	High
All weeds monitoring	5	Monitor Conservation Zone and adjoining Balance Land	Annual inspections of Conservation Zone and adjoining Balance Land to prevent establishment of any declared or environmental weed species. Any weeds that are listed are to be treated as required.	Conservation Zone and adjoining Balance Land are maintained free from declared and environmental weed species.	Annually in Spring (2017 - 2021)	High

NOTE: All herbicides used for weed control on site should be used as per label instructions and applied as per

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Kingston TASMANIA

on the 27 day of February 2019

Esther L Robertson, JP No. 5267

Schedule D
Plan of Survey

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At: Kingborough Council
Kingston TASMANIA

on the 27 day of February 2019
Esther L Robertson, 



OWNER: NAMARRGON INTERNATIONAL PTY LTD FOLIO REFERENCE: CT [REDACTED] GRANTEE: PART OF LOT 394, 18-2-10 GRANTED TO FREDERICK LE GEYT PIGUENT	PLAN OF SURVEY BY SURVEYOR TIMOTHY LEIGH GOWLAND ROGERSON AND BIRCH SURVEYORS UNIT 1 - 2 KENNEDY DRIVE, CAMBRIDGE PARK PH 0248-5808 MOB. 0410-534-806 TOWN OF KETTERING SCALE 1: 1250 LENGTHS IN METRES	Registered Number APPROVED EFFECTIVE FROM [REDACTED] Recorder of Titles
MAPSHEET MUNICIPAL CODE No. 117 (5222-31) LOT 4 IS COMPLETED FROM THIS SURVEY	LAST UP1 No. HTW20 LAST PLAN No. P [REDACTED]	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN

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 of the original sighted by me.
 At: Kingsborough Council
Kingsborough TASMANIA
 on the 27 day of February 2019
 Esther L Robertson, JP. [REDACTED]

COUNCIL DELEGATE [REDACTED] DATE [REDACTED]

OWNER: NAMARRGON INTERNATIONAL PTY LTD		PLAN OF SURVEY BY SURVEYOR TIMOTHY LEIGH GOWLLAND ROGERSON AND BIRCH SURVEYORS UNIT 1 - 2 KENNEDY DRIVE, CAMBRIDGE PARK PH 6248-5898 MOB. 0419-594-908		REGISTERED NUMBER [REDACTED]
FOLIO REFERENCE: CT [REDACTED]				APPROVED EFFECTIVE FROM 15 APR 2019 [REDACTED] Deputy Recorder of Titles
GRANTEE: PART OF LOT 394, 18-2-10 GRANTED TO FREDERICK LE GEYT PIGUENIT		TOWN OF KETTERING		
SCALE 1: 1250		LENGTHS IN METRES		
MAPSHEET MUNICIPAL CODE No. 117 (5222-31)	LAST UPI No. HTW20	LAST PLAN No. [REDACTED]	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN	
LOT 4 IS COMPILED FROM CT.165881-1 & THIS SURVEY				

The map shows a large lot (Lot 4) of 1.080ha (P.165881, P.225036, P.147158) and three smaller lots of 2500m² each (P.155881, P.155881, P.155881). The map is surrounded by Crown Reservations, including Little Oyster Bay, Trial Bay, and Quarry Reserve. Various survey points and bearings are marked throughout the plan.

SEARCH OF TORRENS TITLE

VOLUME [REDACTED]	FOLIO [REDACTED]
EDITION 2	DATE OF ISSUE 16-Sep-2019

SEARCH DATE : 21-Nov-2024

SEARCH TIME : 11.29 AM

DESCRIPTION OF LAND

Town of KETTERING

[REDACTED] on Sealed Plan 176077

Derivation : Part of Lot 394, 18A-2R-10P Gtd. to F L G Piquenit

Prior CT [REDACTED]

SCHEDULE 1

M775951 TRANSFER to ANDREW DAVID SCOTT WILSON Registered
16-Sep-2019 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
SP176077 EASEMENTS in Schedule of Easements
SP176077 COVENANTS in Schedule of Easements
SP176077 FENCING COVENANT in Schedule of Easements
SP176077 SEPTIC TANK NOTIFICATION
E167919 AGREEMENT pursuant to Section 71 of the Land Use
Planning and Approvals Act 1993 Registered
16-Apr-2019 at noon
E191750 MORTGAGE to Commonwealth Bank of Australia
Registered 16-Sep-2019 at 12.01 PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations