



# HUON VALLEY COUNCIL

40 Main Street, Huonville  
PO Box 210, Huonville 7109  
hvc@huonvalley.tas.gov.au  
ph: (03) 6264 0300  
ABN: 77 602 207 026

Mr D J O'Neill and Mrs K L O'Neill  
PO Box 46  
CYGNET TAS 7112

Our Ref: FIRE-41/2023 & 1698295

Enquiries To: Compliance

7 March 2023

Dear Sir and Madam

## FIRE HAZARD ABATEMENT NOTICE

With the summer and bushfire season now upon us, Council is in the process of identifying fire hazards within its Municipal area.

Your property at **398 Silver Hill Road, CYGNET** has been identified as containing a potential fire hazard.

Please find enclosed an Abatement Notice requiring you to take action within 14 days of this notice to reduce the fire hazard on your property.

The Huon Valley has historically been at risk from bushfire hazard and as a matter of course you should ensure that flammable materials such as long grass, brush, scrub or other materials on your property are reduced or removed, where applicable, for protection of property and life.

Please also note that while works may be undertaken now to reduce the fire hazard and satisfy the conditions of the Abatement Notice, the prevailing weather conditions may result in continued growth and your ongoing attention to this may be necessary.

Abatement Notices not complied with within the specified timeframe will result in Council undertaking the works on your behalf. If Council acts to rectify the Abatement Notice you will be charged an administration fee of \$315.00 plus the cost of the contractor.

If you have any enquiries regarding this matter or would like to request an extension of time to comply with the conditions of this Abatement Notice, please contact Council's Compliance Officers during normal office hours on (03) 6264 0300.

Yours sincerely

**HANNAH BOWLING**  
**COMPLIANCE OFFICER**

Enc



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ABN: 77 602 207 026

**NAME:** David James O'Neill and Kerrie Lyn O'Neill  
**ADDRESS:** PO Box 46, CYGNET TAS 7112  
**PROPERTY NO:** 1698295  
**PROPERTY ADDRESS:** 398 Silver Hill Road, CYGNET  
**DATE:** 7 March 2023

## **ABATEMENT NOTICE - LOCAL GOVERNMENT ACT 1993**

Pursuant to Section 199(d) of the *Local Government Act 1993* (the *Act*), Council has identified a statutory nuisance on land owned by you at 398 Silver Hill Road, CYGNET that is, or is likely to be, a fire risk. This Abatement Notice has been issued in accordance with Section 200 of the *Act*.

### **THE PARTICULARS OF THE STATUTORY NUISANCE ARE AS FOLLOWS:**

Long grass on property

### **THE ACTION THAT IS TO BE TAKEN TO ABATE THE NUISANCE IS:**

Reduce fire risk by removing identified hazard from area indicated on attached map

### **THIS ACTION IS TO BE TAKEN BY:**

David James O'Neill and Kerrie Lyn O'Neill

### **THE NUISANCE IS TO BE ABATED WITHIN 14 DAYS OF THE SERVICE OF THIS NOTICE UPON YOU.**

Failure to comply with this notice is an offence and may result in a fine being issued and/or Council taking action to abate the nuisance on your behalf as per Section 201 of *Act*. If Council acts to rectify the Abatement Notice you will be charged an administration fee of \$315.00 plus the cost of the contractor.

You may appeal this Notice to a Magistrate (Administrative Appeals Division) within 14 days after service of this Notice upon you, on the grounds specified under Section 200(5) of the *Act*.

Dated this 7<sup>th</sup> day of March 2023

**MATTHEW GRIMSEY**  
**DIRECTOR GOVERNANCE STRATEGY & SUSTAINABLE DEVELOPMENT**

**Enquiries to: Compliance Officers on (03) 6264 0300**



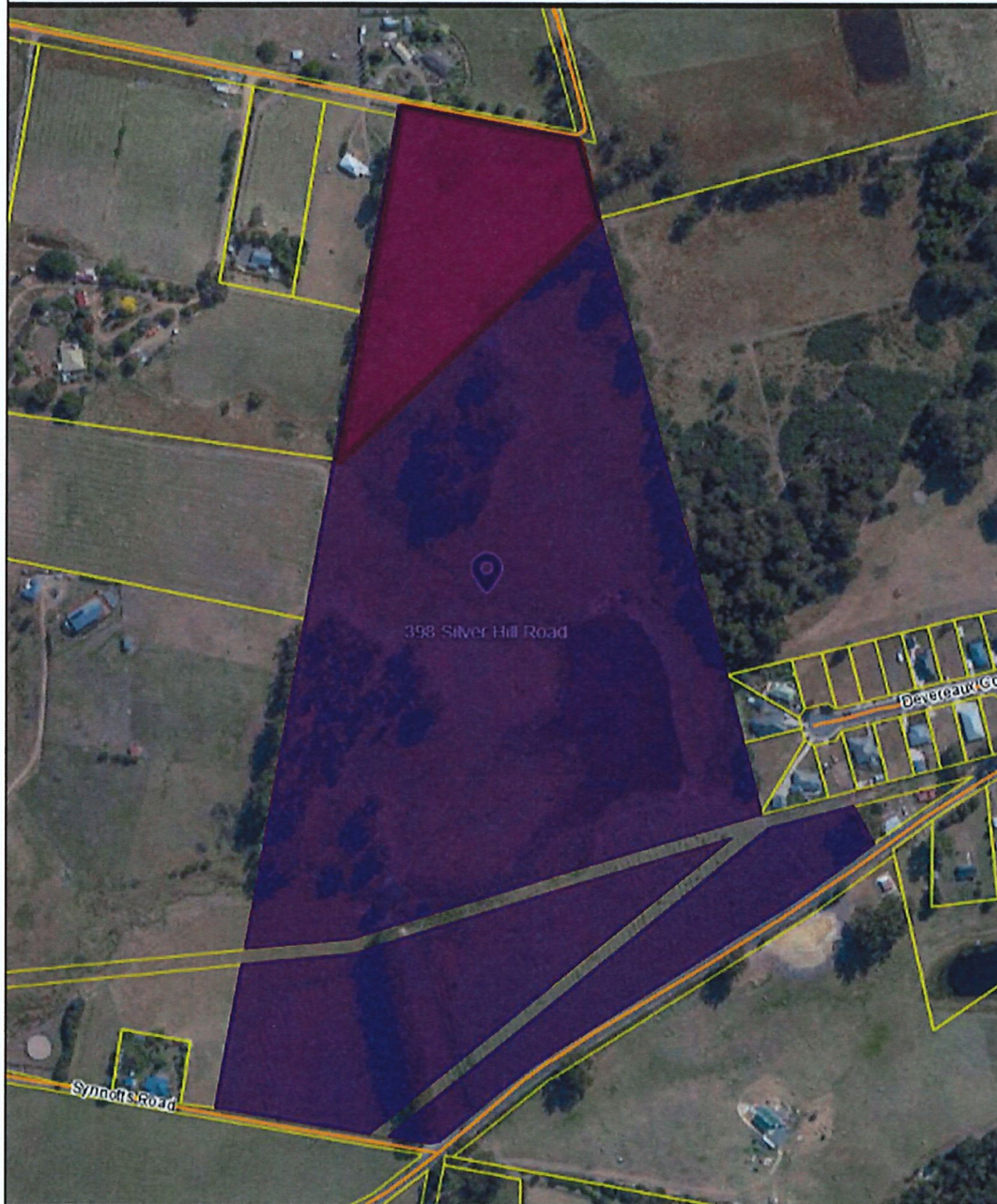
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ph: (03) 6264 0300  
ABN: 77 602 207 026

FIRE-41/2023

Reduce fire risk by removing long dry grass from area marked in RED

7-Mar-2023





# HUON VALLEY COUNCIL

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ph: (03) 6264 0300  
ABN: 77 602 207 026

Mr D J O'Neill and Mrs K L O'Neill  
PO Box 46  
CYGNET TAS 7112

Our Ref: FIRE-6/2019 & 1698295

Enquiries To: Municipal Inspectors

3 January 2019

Dear Sir & Madam

## **FIRE HAZARD ABATEMENT NOTICE**

With the summer and bushfire season now upon us, Council is in the process of identifying fire hazards within its Municipal area.

Your property at **398 Silver Hill Road, CYGNET** has been identified as containing a potential fire hazard.

Please find enclosed an Abatement Notice requiring you to take action to reduce the fire hazard as specified in the notice.

The Huon Valley has historically been at risk from bushfire hazard and as a matter of course you should ensure that flammable materials such as long grass, brush, scrub or other materials are reduced or removed, where applicable, for protection of property and life.

It is also noted that while works may be undertaken to reduce the fire hazard at this stage prevailing weather conditions may result in continued growth and your ongoing attention to this may be necessary.

Your early attention to this matter is appreciated to avoid Council undertaking the works and the subsequent cost to you. If Council acts to rectify the Abatement, a fee of \$276.00 plus contractors cost will be incurred.

Any enquiries that you have in respect of this Abatement Notice or if you have engaged your own contractor to undertake the work, please contact Council's Municipal Inspectors, on (03) 6264 0300 immediately.

Yours sincerely

**LINDA GRAY**  
**MUNICIPAL INSPECTOR**

Enc



# HUON VALLEY COUNCIL

40 Main Street, Huonville  
PO Box 210, Huonville 7109  
hvc@huonvalley.tas.gov.au  
ph: (03) 6264 0300  
ABN: 77 602 207 026

**NAME:** David James O'Neill and Kerrie Lyn O'Neill  
**ADDRESS:** PO Box 46, CYGNET TAS 7112  
**PROPERTY NO:** 1698295  
**PROPERTY ADDRESS:** 398 Silver Hill Road, CYGNET  
**DATE:** 3 January 2019

## **ABATEMENT NOTICE - LOCAL GOVERNMENT ACT 1993**

I, Amanda Blakney, Manager Environment Services, duly delegated Officer under Section 64 of the *Local Government Act 1993*, have satisfied myself pursuant to Section 200 of the *Local Government Act 1993* of the existence of a statutory nuisance on land owned by you at **398 Silver Hill Road, CYGNET**.

### **THE NATURE OF THE NUISANCE IS AS FOLLOWS:**

Is, or is likely to be, a fire risk pursuant to Section 199(d) of the *Local Government Act 1993*.

### **THE PARTICULARS OF THE STATUTORY NUISANCE ARE AS FOLLOWS:**

Extremely long, thick dry grass.

### **THE ACTION THAT IS TO BE TAKEN TO ABATE THE NUISANCE IS:**

Remove fire risk consisting of long grass, with particular attention to area immediately adjacent and below nearby houses (refer to area marked on attached map).

### **THIS ACTION IS TO BE TAKEN BY:**

David James O'Neill and Kerrie Lyn O'Neill

**THE NUISANCE IS TO BE ABATED WITHIN 14 DAYS OF THE SERVICE OF THIS NOTICE UPON YOU UNLESS OTHERWISE ARRANGED BY COUNCIL.**

Failure to comply with this Notice within the time specified will render you upon conviction liable to a fine of up to three thousand and two hundred and sixty dollars (\$3,260.00) as provided for in the *Local Government Act 1993*.

In addition, should there be default in complying with this notice within the time specified, the Council may take action to abate the nuisance and cause the required work to be carried out, at your expense under Section 201 of the *Act*. This will incur an administration charge in addition to the contractors' fee.

You may appeal this Notice to a Magistrate within 14 days after service of this Notice upon you on the grounds specified under Section 200(5) of the *Act*.

Dated this 3 day January 2019

**AMANDA BLAKNEY  
MANAGER ENVIRONMENT SERVICES**

**Enquiries to: Municipal Inspectors on (03) 6264 0300**

PID1698295 (398 Silver Hill Rd Cygnet). Remove fire risk consisting of long grass with particular attention to the marked area below.



# TASMANIAN LAND TITLES OFFICE

## Notification of Agreement under the



C966588

## Land Use Planning and Approvals Act 1993 (Section 71)

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
238321	1	<del>147381</del>	<del>1</del>
		AMENDED 18.5.2011	

REGISTERED PROPRIETOR:

as to Folio of the Register Volume 238321 Folio 1 DAVID O'NEILL & KERRIE-LYN DAYTON both of 398 Silver Hill Road, Cygnet  
~~as to Folio of the Register Volume 147381 Folio 1 Land Development NT Pty Ltd ACN 122 556 987 whose registered office is C/ Arafura Accounting Pty Ltd of 115 Farrar Road, Berrimah in the Northern Territory~~

*Alice Kawa*  
 RECORDER OF TITLES

PLANNING AUTHORITY:

Huon Valley Council of 40 Main Street Huonville in Tasmania

Dated this 19 day of April 2010

We The Huon Valley Council  
of 40 Main Street Huonville in Tasmania

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

REGISTERED

18 MAY 2011

**LUA** Version 1

*Alice Kawa*

RECORDER OF TITLES

Stamp Duty

THE BACK OF THIS FORM MUST NOT BE USED

**AGREEMENT UNDER PART V  
LAND USE PLANNING APPROVALS ACT**

**BETWEEN**

**LAND DEVELOPMENT NT PTY LTD  
ACN 122 556 987**

*and*

**DAVID O'NEILL & KERRIE-LYN DAYTON**

*and*

**THE HUON VALLEY COUNCIL**

*And*

**John Tannos and Linda Marie Tannos**

**To Create an Agricultural Covenant with Associated Rights and Responsibilities**

Baker Wilson Lawyers  
The Strides Building  
3 Wilmot Road  
HUONVILLE TAS 7109  
Phone: (03) 6264 1055  
Fax: (03) 6264 1990

I HEREBY CERTIFY THIS DOCUMENT  
TO BE A TRUE COPY OF AN  
ORIGINAL DOCUMENT SIGHTED BY  
ME THIS DAY  
J/P COMM .....  
DATE ..... 07/4/2010 .....



THIS DEED made the            day of            200.

**BETWEEN:**

**LAND DEVELOPMENT NT PTY LTD** ACN 122 556 987 whose registered office is C/- Arafura Accounting Pty Ltd of 115 Farrar Road, Berrimah in the Northern Territory (referred to in this agreement as " the Landowner ")

AND

**DAVID O'NEILL and KERRIE-LYN DAYTON** both of 398 Silver Hill Road, Cygnet (referred to in this agreement as "the adjoining Landowner")

AND

**The Huon Valley Council** of 40 Main Street Huonville, in Tasmania (referred to in this agreement as "Council")

AND

**John Tannos and Linda Marie Tannos** both of PO Box 131 Berrimah in the Northern Territory ( referred to in this agreement as the Guarantors)

**Background**

**BACKGROUND:**

- A) The Landowner owns land at Silver Hill Road, Cygnet in Tasmania contained in Certificate of Title 147381 Folio 1 (referred to in this agreement as "the Landowner's title").
- B) The adjoining Landowner owns land adjoining the Landowner at 398 Silver Hill Road, Cygnet contained in Certificate of Title Volume 238321 Folio 1 (referred to as "the Adjoining Landowner's title").
- C) Copies of the Landowner's title and the adjoining Landowners title are annexed to this agreement.
- D) The Council has agreed to a subdivision of the Landowner's title pursuant to a Planning Permit (SUB-4/2007) dated the 14 February 2007 (referred to as "the Subdivision") and

I HEREBY CERTIFY THIS DOCUMENT  
TO BE A TRUE COPY OF AN  
ORIGINAL DOCUMENT SIGHTED BY  
ME THIS DAY  
J/P COMM *Barley (1665) J.P.*  
DATE ..... *07/04/2007* .....

recording this agreement against the title.

- E) Some of the matters here recorded cannot be registered as easements or restrictive covenants.
- F) Council is the relevant planning authority for the land referred to in this deed.
- G) The Port Cygnet Planning Scheme 1988 covers all the land referred to in this deed.
- H) The parties intend this agreement to take effect in accordance with Part V of the Land Use Planning and Approvals Act 1993 (referred to in this agreement as "the Act").
- I) The parties intend the enforceability of this agreement to be binding and enforceable as an agreement between the parties and future owners regardless of the effect of this agreement under Part Five of the Act.
- J) The parties have agreed to register this Deed with the Recorder of Titles under Section 78 of the Land Use Planning and Approvals Act.
- K) Council has joined in this agreement because Part Five of the Act requires Council to be a party for this agreement to be binding and enforceable as an agreement under Part Five of the Act but the parties do not intend this agreement to create binding and enforceable obligations for Council to take action or to prevent Council from acting.
- L) The Guarantors have agreed to enter into this agreement to guarantee the obligations of the Landowner during any such period that the Landowner is the owner of the Landowner's title or any part thereof as a consequence of the subdivision of the Landowner's title.

**AGREEMENT:**

- 1 The Agreement comes into operation on the date the Recorder of Titles accepts the Plan of Survey for the subdivision of the property.
- 2 This Agreement will end if the Contract for sale between the Landowner and the adjoining Landowner dated the 25 day of MARCH 2009 is cancelled or terminated.  
2010
- 3 The Landowner and the adjoining Landowner agree the covenants of this agreement do not oblige Council to take any action to participate in the enforcement of this agreement or otherwise.
- 4 The Landowner and the adjoining Landowner agree the covenants of this agreement do not prevent Council from taking any action it is otherwise authorised to take.

I HEREBY CERTIFY THIS DOCUMENT TO BE A TRUE AND CORRECT ORIGINAL DOCUMENT SIGHTED BY ME THIS DAY  
J/P COMM ..... Bailey (J.P.S.) J.P.  
DATE ..... 07/04/2010 .....

M J

5 The adjoining Landowner covenants in relation the adjoining Landowner's title:

5.1 To create an agricultural covenant:

5.1.1 over the strip of land 35 metres wide as illustrated by the line on the annexed plan and there marked "Agricultural covenant" to the extent it passes through the adjoining Landowners title

5.1.2 to benefit the Landowner's titles and any Lot created as a consequence of the subdivision of the Landowners title.

6 The Landowner covenants in relation to the Landowner's title and any lot created as a consequence of the subdivision of the Landowner's title to create a fencing covenant appurtenant to the adjoining Landowner's title.

7 The rights pursuant to the covenant are here and now created to the extent possible and to the extent any sale is subject to the rights here covenanted to the intent that future owners have the burden and benefit of the rights here covenanted.

8 Subject to the other conditions of this agreement, the words "Agricultural covenant" shall mean:

8.1 The adjoining Landowner covenants:

8.1.1 with every person who is at any time entitled to an estate or interest in possession in the Landowners title or any part of the Landowners title with which the right shall be capable of enjoyment.

8.1.2 To the intent that the burden of this covenant shall run with and bind the adjoining Landowners title and every part of that land and that the benefit thereof shall be annexed to and devolve with each and every the Landowners title or any Lot created as a consequence of the subdivision of the Landowners title;

8.1.3 Without the written consent of the owner for the time being of the Landowners title or any Lot created as a consequence of the subdivision of the Landowners title ;

8.1.4 Not to:

8.1.4.1 Undertake any agricultural spraying which may result in pesticide or fertiliser spray drift on or over the Landowner's land, within

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ME THIS DAY  
J/P COMM .....  
DATE ..... 07/04/2010 .....

*Brailley Lubbs J.P.*



the portion of the adjoining Landowners title marked "Agricultural Covenant".

- 9 Subject to the other conditions of this agreement, the words "Fencing Covenant" shall mean;
- 9.1 The Landowner covenants:
- 9.1.1 with every person who is at any time entitled to an estate or interest in possession in the adjoining Landowners title or any part of the adjoining Landowner's title with which the right shall be capable of enjoyment.
- 9.1.2 To the intent that the burden of this covenant shall run with and bind the Landowner's title and every part of that land and that the benefit thereof shall be annexed to and devolve with each and every the adjoining Landowners title;
- 9.1.3 That the adjoining Landowner will not be required to fence or contribute to the cost of fencing that part of the common boundary between the Landowners title and the adjoining Landowners title affected by this agreement.
- 10 The Landowner will provide the adjoining Landowner with sufficient quantity of native trees and shrubs to enable the adjoining Landowner to plant a 3-layer vegetation barrier within the agricultural covenant zone in accordance with the landscape plan prepared by Lindsay Campbell Landscape Services as shown attached and marked "Lindsay Campbell Landscape Plan".
- 11 The Landowner and the adjoining Landowner will plant a 3 layer vegetation barrier that is appropriately designed to provide a porosity of 50% as described in Spray drift Management Principles, Strategies and Supporting Information (2002) produced by Primary Industries Standing Committee, PISC (SCARM) Report 82 within the agricultural covenant zone.
- 12 The parties agree that the 3 layer vegetation barrier is to remain within the agricultural buffer zone during any period that the adjoining land is used for any rural or agricultural activities. If the adjoining Landowners title is used only for residential purposes or the land comprised in the agricultural covenant is itself subdivided, the Landowner and every person who is at any time entitled to an estate or interest in possession in the Landowner's title or any part of the Landowner's title will permit the adjoining Landowner to remove the 3 layer vegetation barrier and on its removal any obligations associated with the 3 layer vegetation barrier will lapse.

I HEREBY CERTIFY THIS DOCUMENT  
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ORIGINAL DOCUMENT SIGHTED BY  
ME THIS DAY  
J/P COMM ..... *Barley (4665)* .....  
DATE ..... *07/04/2010* .....



- 13 The Landowner will install an irrigation system on the adjoining Landowner's title for the purpose of irrigating the 3-layer vegetation barrier within the agricultural covenant zone.
- 14 The adjoining Landowner will manage the irrigation of the 3-layer vegetation barrier within the agricultural covenant zone.
- 15 The adjoining Landowner will remove the apple trees within the agricultural covenant zone at the end of the 2008/2009 apple season.
- 16 The Landowner will fence with agricultural fencing that part of the common boundary of the Landowners title and the adjoining Landowners title affected by this agreement and must maintain the fence in a good stock proof condition to prevent the adjoining Landowners stock passing through the fence.
- 17 The Landowner must pay all the costs of the Landowner and the adjoining Landowner on this agreement including the adjoining Landowners reasonable expenses of legal, accounting and valuation advice and any costs and disbursements associated with registration of this agreement, including the costs of the production of the adjoining Landowner's title.
- 18 The Landowner must pay the Council's costs, the taxes and stamp duty on this agreement.
- 19 The parties agree to do all things necessary, including the signing of any documents to fulfil this deed and to register this Deed under Section 78 of the Act.
- 20 Until registration of this Deed under Section 78 of the Act, no Landowner will dispose of any interest in their property without binding the transferee with the obligations of this Deed in favour of the other of them.
- 21 The obligations of this Deed will not merge in any sale.
- 22 This Deed binds each owner of one of the Landowner's titles heirs executors and assigns with the intent of binding the land of each of the Landowner's titles with the covenants of this deed.
- 23 A party shall no longer be bound by the obligations of this deed when that party ceases to be an owner of one the Landowner's titles.
- 24 The obligations of this deed attaching to any owner of a parcel of land are enforceable

I HEREBY CERTIFY ~~against any person~~ entitled to possession of that land under a property right in that land.  
 TO BE A TRUE COPY OF AN ORIGINAL DOCUMENT SIGHTED BY ME THIS DAY. *Barley (1665) J.P*  
 J/P COMM .....  
 DATE ..... *07/04/2010* .....

- 25 A party must not commence court proceedings (except urgent interlocutory relief) on any matter relating to this contract without first:
- 25.1 Giving 14 days written notice to the other party specifying the nature of the dispute, and,
  - 25.2 Referring the dispute for resolution by informal techniques, such as mediation or expert evaluation or determination. The President of the Law Society for the time being, or his nominee will determine all matters of the process of the informal dispute resolution technique in the absence of agreement of the parties, and
  - 25.3 Referring the dispute to arbitration under the provisions of the Commercial Arbitration Act.
- 26 Guarantee
- 26.1 In consideration of the adjoining Landowner entering into this agreement with the Landowner at the Guarantor's request, the Guarantor covenants with the adjoining Landowner that :
    - 26.1.1 If at any time during which the Landowner owns the Landowners title or any part of the Landowners title following a subdivision of the Landowners title, default shall be made
      - 26.1.1.1 in the payment of any moneys payable by the Landowner to the adjoining Landowner or any other party under this agreement or
      - 26.1.1.2 in the performance or observance of any term or condition of the agreement by the Landowner,
      - 26.1.1.3 the guarantors will forthwith on demand by the adjoining Landowner or Council pay to the adjoining Landowner any such money which shall then be due and payable adjoining Landowner or Council;
      - 26.1.1.4 as a separate and independent obligations the guarantor undertakes to keep the adjoining Landowner or Council indemnified against all losses costs charges and expenses whatsoever which the adjoining Landowner or Council may incur by reason of any default on the part of the Landowner.
  - 26.2 This guarantee and Indemnity shall be a continuing Guarantee and Indemnity.
  - 26.3 When more than one person executes this Guarantee:

I HEREBY CERTIFY THIS DOCUMENT  
 TO BE A TRUE COPY OF AN  
 ORIGINAL DOCUMENT SIGHTED BY  
 ME THIS DAY *J. Bailey (4665) J.P.*  
 J/P COMM .....  
 DATE ..... *07/04/2010* .....

all of them;

26.3.2 their obligations as Guarantor are joint and several;

26.3.3 the adjoining Landowner or Council may enforce this Guarantee against all or any of them;

26.4 any notice or demand may be served on all of them by serving any one of them

26.5 this guarantee will be discharged when the Landowner no longer owns the any part of the land comprised in the Landowners title as a consequence of the subdivision of the Landowners title.

To confirm their agreement to this document as a deed the parties have signed sealed & delivered this document the day and year first written above.

SIGNED SEALED & DELIVERED by  
the Landowners  
in the presence of:

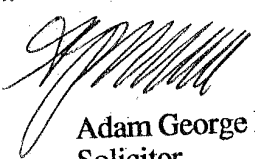
Witness signature:  
Witness name:  
Address  
Occupation

SIGNED SEALED & DELIVERED by the  
Adjoining Landowners



in the presence of:

Witness signature:  
Witness name:  
Address  
Occupation



Adam George Rockwell Marshall  
Solicitor  
3/16 Freeman Street  
KINGSTON TAS 7050

The Common Seal of The Huon Valley Council  
is affixed this day of

2009 under delegated authority granted pursuant to a resolution of the council passed on the  
~~10 14-TH DAY OF February 1994~~ December 2001

in the presence of

SIGNED SEALED & DELIVERED by the

TO BE A TRUE COPY OF AN  
ORIGINAL DOCUMENT SIGHTED BY  
ME THIS DAY  
J/P COMM *Barley (11/11/5) J.P.*  
DATE *07/04/2010*

  
**GLENN DOYLE  
GENERAL MANAGER**

all of them;

26.3.2 their obligations as Guarantor are joint and several;

26.3.3 the adjoining Landowner or Council may enforce this Guarantee against all or any of them;

26.4 any notice or demand may be served on all of them by serving any one of them

26.5 this guarantee will be discharged when the Landowner no longer owns the any part of the land comprised in the Landowners title as a consequence of the subdivision of the Landowners title.

To confirm their agreement to this document as a deed the parties have signed sealed & delivered this document the day and year first written above.

SIGNED SEALED & DELIVERED by the Landowners in the presence of:

Executed by Land Development NT Pty  
in accordance with S127 Corporations Act 20  
D. J. ... (Director)  
H. ... (Director/Secretary)

Witness signature:  
Witness name:  
Address  
Occupation

SIGNED SEALED & DELIVERED by the Adjoining Landowners

in the presence of:

Witness signature:  
Witness name:  
Address  
Occupation

The Common Seal of The Huon Valley Council

is affixed this day of 2009 under delegated authority granted pursuant to a resolution of the council passed on the 14 TH DAY OF February 1994 in the presence of

SIGNED SEALED & DELIVERED by the

I HEREBY CERTIFY THIS DOCUMENT IS A TRUE COPY OF AN ORIGINAL DOCUMENT SIGHTED BY ME THIS DAY  
J/P COMM  
DATE 07/04/2009

Handwritten signature of J/P COMM

Handwritten initials



Guarantors

*John Tannos* *James*

in the presence of:

*[Signature]*

Witness signature:

*Nicole Tannos*

Witness name:

*4/15 Dinah Court,*

Address

*Stuart Park NT*

Occupation

*Rental Manager.*

I HEREBY CERTIFY THIS DOCUMENT  
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ORIGINAL DOCUMENT SIGHTED BY  
ME THIS DAY  
J/P COMM *Bailey (4665) J.P.*  
DATE *07/04/2010*

*[Signature]*

# SPRAY DRIFT BARRIER & STREET TREE PLAN

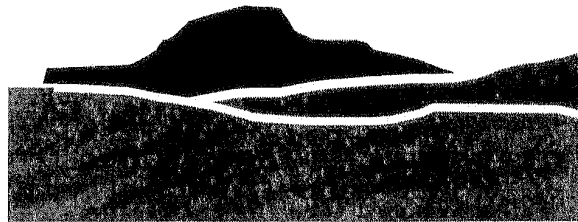
FOR THE

PROPOSED SUBDIVISION :

## SILVER HILL RD. CYGNET

CLIENT :

JOHN TANNOS



July 2009

**AMENDED AUGUST 2009**

PREPARED BY :

LINDSAY CAMPBELL LANDSCAPE SERVICES

I HEREBY CERTIFY THIS DOCUMENT  
TO BE A TRUE COPY OF AN

ORIGINAL DOCUMENT SIGHTED BY  
ME THIS DAY.

J/P COMM .....  
DATE ..... 01/04/2010 .....



## 1 SCOPE :

This report addresses the existing subdivision & a 35m wide strip that bounds the south western boundary between the existing orchard, dam & the subdivision

## 2 INTRODUCTION :

### 2.1 SPRAY DRIFT SCREEN

Huon Valley council has asked the client to provide a management plan for spray drift from the neighbouring orchard. The management plan has been developed with reference to "Spray Drift Management, Principles, Strategies & Supporting information", 2002 published by the "Primary Industries Study Committee" – PISC (SCARM) Report 82.

### 2.2 STREET TREE PLANTING

The street tree planting plan has been prepared for the subdivision after due consideration of services in the nature strip. This included advice from Aurora Tasmania & a meeting with Mick Rodwell of the Huon Valley Council to discuss acceptable practices for planting near services. Lindsay Campbell has conformed to acceptable tree planting design practices near services & does not accept responsibility for any future damage by trees to those services.

## 3 STRATEGY :

### 3.1 SPRAY DRIFT SCREEN

Design a mixed native planting screen that incorporates the following elements :

- Mixed foliage types (including fine)
- Mixed heights & widths
- Requiring low maintenance
- A level of porosity that reduces turbulence & greatly minimises spray penetration past the screen.

### 3.2 STREET TREE PLANTING

Design a street scape that is sympathetic to the nature of the surrounding area & provides a comfortable & attractive living environment.

## 4 IMPLEMENTATION :

### 4.1 SPRAY DRIFT SCREEN

- See Table 1 for plant key
- Spray out 1m wide strip that each centre on a tree line. 4 in total.
- When the weed material is dead cultivate each of the 1m strips to a depth of 150mm.
- Plant the suggested plants as tubestock or from containers no larger than 200mm.
- Apply a 370mm Jute mat as a mulch mat to each plant.
- Apply 1 mesh Rabbit Proof guard (45cm high) to each plant & stake with 2x75cm (10 – 12 mm) bamboo stakes

I HEREBY CERTIFY THIS DOCUMENT

TO BE A TRUE COPY OF AN

ORIGINAL DOCUMENT SIGHTED BY

ME THIS DAY

J/P COMM

DATE

07/04/2010

*[Handwritten signature]*  
1



TABLE 1

Symbol	Species	HxW @ 10yrs	Container size	quantity	
Ad	<i>Acacia dealbata</i>	10 x 7	70 - 150mm	18	
Am	<i>Acacia melanoxylon</i>	10 x 7	70 - 150mm	19	
Ar	<i>Acacia riceana</i>	5 x 5	70 - 150mm	21	
Ev	<i>Eucalyptus viminalis</i>	12 x 8	70 - 150mm	8	
Ep	<i>Eucalyptus pulchella</i>	10 x 7	70 - 150mm	16	
Ms	<i>Melaleuca styphelioides</i>	10 x 8	70 - 150mm	18	
B	<i>Bursaria spinosa</i>	5 x 4	70 - 150mm	18	
*	<i>Allocasuarina littoralis</i>	7 x 4	70 - 150mm	22	

4.2 STREET TREE PLANTING.

- Spray out a 1m dia. saucer at each plant location with glyphosate.
- Cultivate each planting saucer to a depth of 200mm
- Do not dig the tree planting hole deeper than 450mm
- Apply Rootwall™ to a diameter of 1000mm @ a depth of 450mm. Trim the Rootwall to allow it to be exposed for 100mm height above ground level.
- Plant each specified plant.
- Apply a 370mm Jute mat as a mulch mat to each plant.
- Mulch the remainder of each saucer within the Rootwall with shredded gum bark to a depth of 100mm
- Apply 3 x 50mm x 50mm x 1800 mm hardwood stakes to each tree
- Stakes to be hardwood, straight, free from knots or twists, pointed at one end
- Drive stakes into the ground at to a maximum depth of 300mm, avoiding damage to the root system
- Configure the stakes as a pyramid bound 150mm below its apex & tie together
- Tie the tree with - 50 mm hessian webbing stapled to the stake being careful to provide cushioning to the tree trunk to prevent damage by the stakes.

TABLE 2

Species	HxW @ 10 yrs	Container size	quantity	Notes
<i>Eucalyptus leucoxylo</i> "Megalocarpa Rosea"	6 x 4	30 - 40 litre	5	
<i>Malus floribunda</i>	5 x 4	45 litre	6	Crab Apple
<i>Pyrus ussuriensis</i>	6 x 4	45 litre	12	Manchurian Pear

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*Pauline (L665) J.P.*  
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## 5. GARDEN MAINTENANCE

### 5.1 SPRAY DRIFT BARRIER.

- For the first year after planting check each plant & remove any debris that has gathered around the stem every 3 months.
- Slash any weed growth that has grown within the barrier canopy line twice a year for the first 5 years.
- Spray out a 2 m saucer around each plant twice yearly in late Spring & late Summer.
- Prune trees & shrubs as necessary

### 5.2 STREET TREE PLANTING.

Complete the following maintenance tasks as necessary :

- Spray out a 1 m saucer around each plant twice yearly in late Spring & late Summer.
- Check & Adjust stakes
- Prune trees
- Water trees
- Remove stakes when the tree is stable. This will be within 1 to 2 years.

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*Barly (4665) J.P.*  
*07/09/2010*



**APPENDIX ITEMS :**

**ITEM 1**

**LINDSAY CAMPBELL  
CURRICULUM VITAE**

- 1977 Completed Certificate of Horticulture (Landscape Design stream) Ryde School of Horticulture / Sydney
- 1979 Employed at Royal Tasmanian Botanic Gardens
- 1980 –1989 Lindsay Campbell Landscape Design & Construction. This business carried out both major & minor landscape design & construction.
- 1989-1999 Full time teacher at TAFE Horticulture in Hobart. I was responsible for Landscape Design & Construction subjects as well as teaching plant identification.
- 1990 Completed a Diploma in Teaching at the University of Tasmania
- 1995 Completed the Associate Diploma of Horticulture at Hobart TAFE.
- 1999 Established Lindsay Campbell Landscape Services.

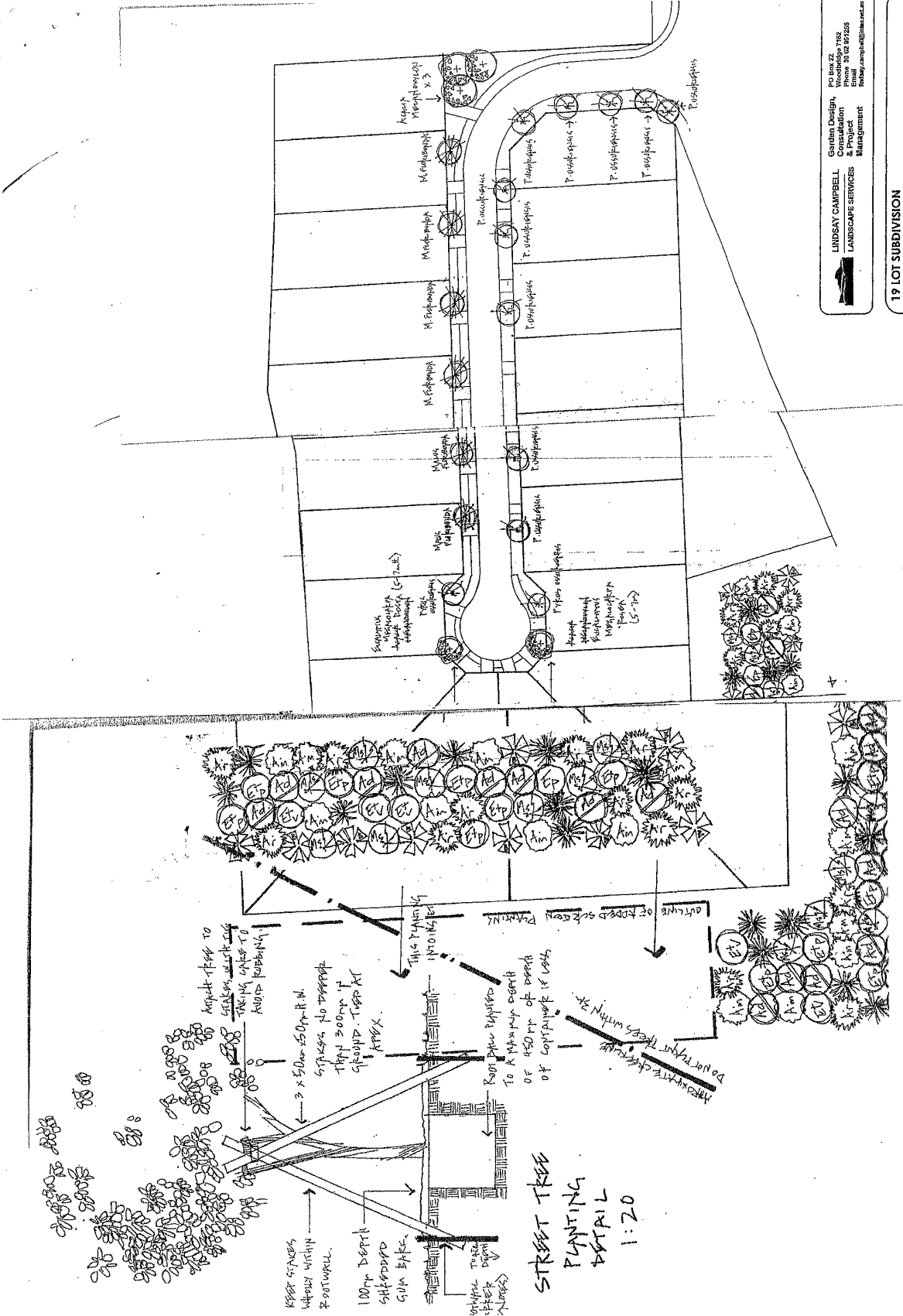
Works I have designed & implemented include :

- Vacluse Gardens retirement Village,
  - The Welcome Sky Garden & planter upgrades at 188 Collins St (The Government Building),
  - Strathglen Nursing Home,
  - Queenborough Rise Retirement Village,
  - Nexus, interactive garden for the disabled at Granton.
  - Whitewater housing development & associated subdivision
  - Roche's Beach Living Retirement Village
  - as well as more than 200 high quality domestic gardens.
- I have been a judge for the Landscape Industries Association of Tasmania on three occasions. On each occasion I was required to assess, among other things, the quality of design for landscape works around Tasmania.
  - Attended many design & construction seminars & conferences to further my knowledge including the 1992 & 1996 Landscape Australia conferences in Melbourne.
  - Developed a number of curricula pertaining to plant material & design while at TAFE including the very popular Tasmanian Native Plants – design & use.
  - I have won national & international acclaim for my own garden "The Sorn". It has been part of the Australian Open Garden Scheme & has been featured in "The Garden" (the Royal Horticultural Society magazine based in London) & "The Australian Gardener"

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J/P COMM ... *Bailey (ubbs) J.P.*  
DATE ..... *07/04/2010* .....

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 Landscape Services  
 Garden Design,  
 Consultation  
 & Project  
 Management  
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19 LOT SUBDIVISION  
 SILVER HILL RD



**STREET TREE  
 PLANTING  
 DETAIL  
 1:20**

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