

Brendan & Cathy Chapman
17 Cambock Lane West
Evandale, TAS 7212

Dear Mayor Knowles, Deputy Mayor Goss and Councillors

My name is Brendan Chapman and I reside at 17 Cambock Lane West, Evandale with my wife Cathy and sons Isaac and Zane. In 2008 we purchased a block on the northern boundary being Lot 8 on the title and built our family home which we have lived in since.

We would like to put forward the following submission:

**WE PROPOSE TO CONSTRUCT AN OUTBUILDING AT THE BACK OF OUR BLOCK,
PAST THE 'A - B' LINE THAT IS A PART OF THE CAMBOCK LANE GUIDELINES 2004.**

We would like to build a shed approximately 5.5m back from our back (North West) boundary fence and approximately 5m from our North Eastern boundary fence. A tall Leighton Green hedge which runs across the width of our block - just back from the fenceline - would be between the fence and the shed. The hedge was planted before we built our home and is now approximately 4.5 metres high and 1.8 metres wide and will be maintained at this width, but the height will continue to around 5 metres. The shed would be facing towards the back of our home. The structure would not be visible on the approach to Evandale as it would be sitting behind the hedge and would be stepped down as the yard gently slopes down towards the back of our yard. The shed itself would only be a span of 4 meters by 9m enclosed + 4m undercover area. Having a small span reduces the overall height and at its highest point of the apex of the roof it would be 3.83 metres and as this is stepped down behind the 4.5 metre hedge it would remain hidden from view. The length would give us the much-needed storage and allow us to then utilise our existing garage to securely park our vehicles day and night.

This structure would not impact on neighbouring properties in its intended location - it would be hidden from view due to established gardens which includes elm trees, silver birch and several hedges that run the side fence lines providing privacy for our family and that of our neighbours.

We fully understand the intent of the "A-B" line to soften the transition between housing and the rural area given that when a new development begins as ours did in 2009 it was only buildings that can be seen and takes time and effort to establish gardens. We feel these gardens have helped to mitigate any concerns moving forward.

Our existing garage is attached to our house and is full of bikes, camping gear and everything else that seems to find its way there. Over the last 10 years we have parked our cars in this garage on only a handful of occasions as there is just not available space. We would like to avoid another winter of defrosting our vehicles early in the morning with a bucket of hot water before the commute to work. For this to happen we would like to seek your approval for our plan.

Attached are some specifications, site location, elevations and photos to assist in consideration of this proposal.

Finally, thank you for the opportunity to submit this - we look forward to what the future may hold. We love being part of the community in Evandale and hope for many more happy years to come!

Kind regards,
Brendan, Cathy, Isaac and Zane Chapman

Proposed before and after



**A view of our existing back yard,
taken from the left-hand side of our block – facing the back of the block.**



An artist's impression of how we envisage the outbuilding will appear.

The Evandale Road approach



Looking to the left towards the back of our block from Evandale Road. The arrow to the right is showing our existing home. The arrow to the left shows an artist's impression of how much of the roof of the proposed shed may be seen, although we believe it will be even less than that shown based on the existing height of the hedge along our back boundary.



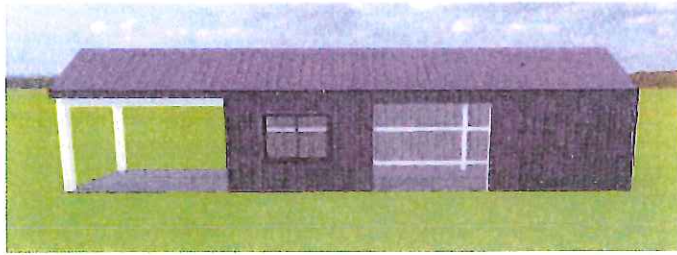
Shed style

The pictures below are an indication only. When finished it would have more character - a slightly modern twist on a country style stable (please refer to previous artists impression).

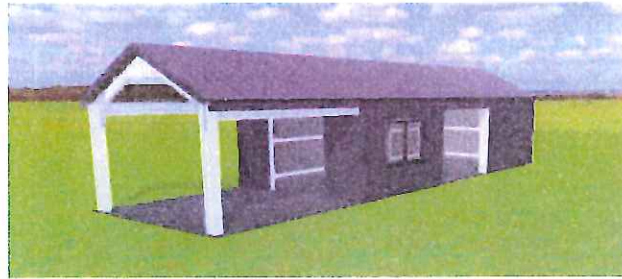
We wish to have a character building in keeping with the rural village atmosphere of Evandale, even though it would not be seen by the passing people/traffic.

We would have a large sliding barn door on the front, and hinged door on the Western end. No door or windows on the end that faces East.

The white posts etc. in the pictures below would be timber.



FRONT (FACES SOUTH EAST)



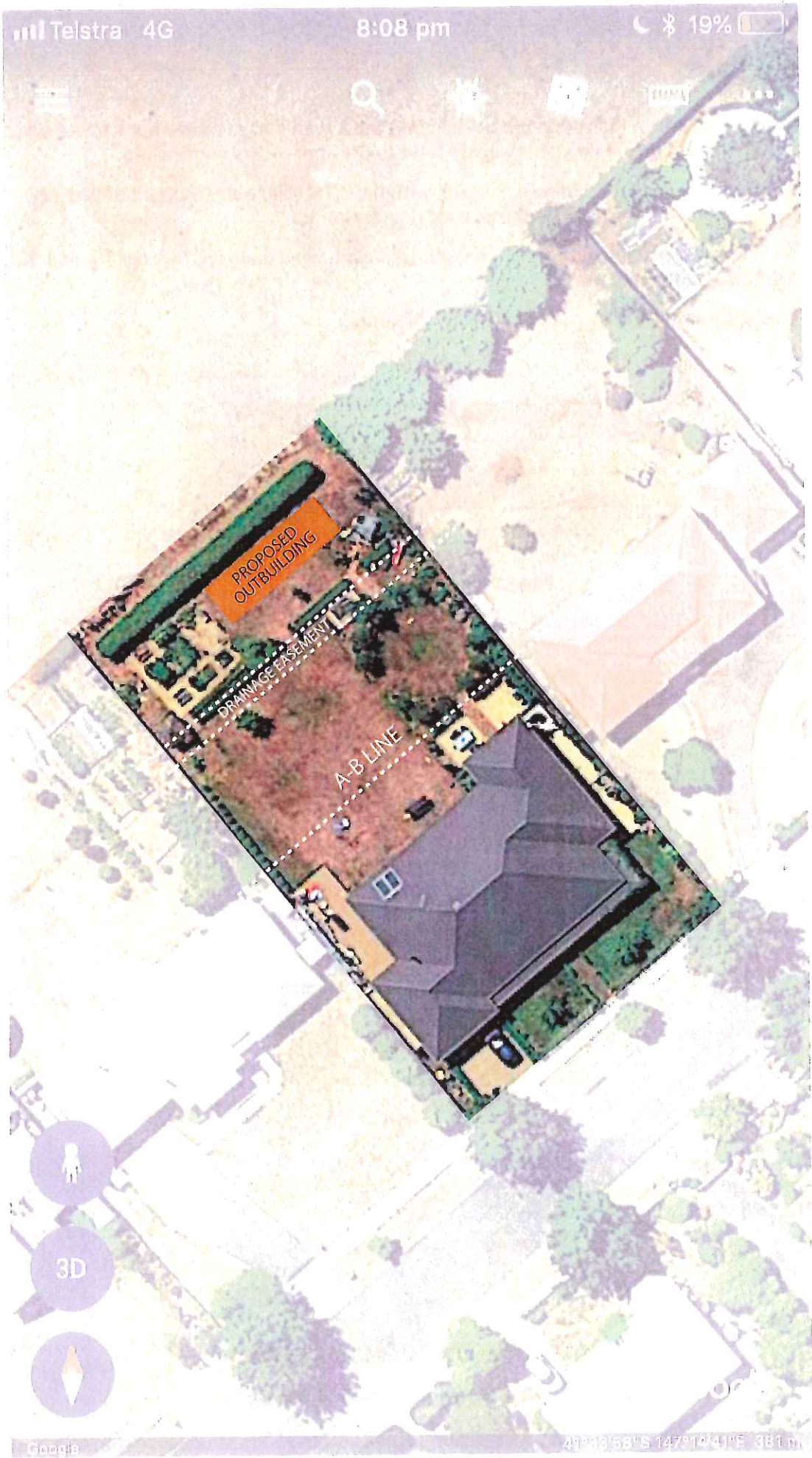
FRONT AND SOUTH WEST FACING END

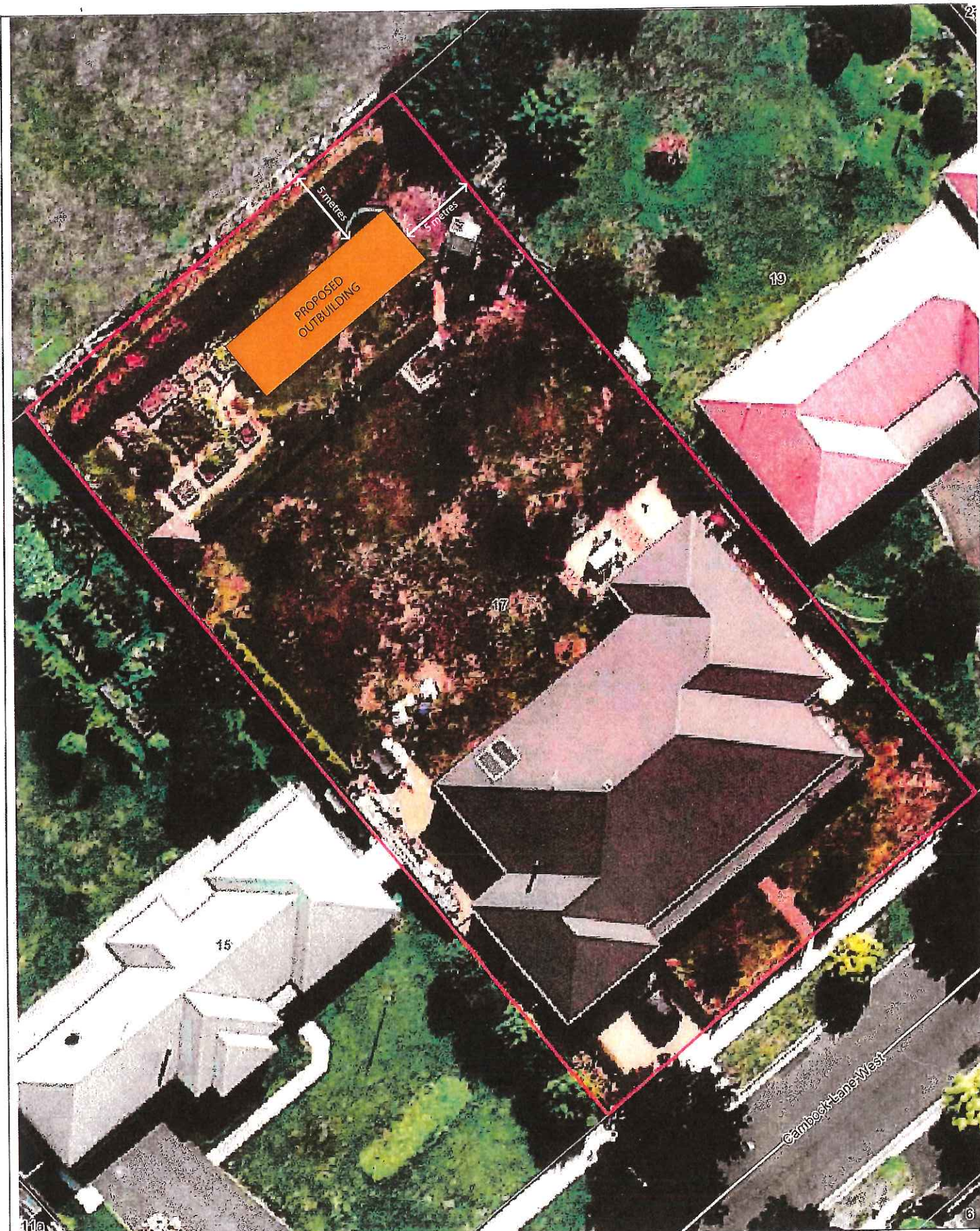


SOUTH WEST FACING END



BACK (NORTH WEST) AND SOUTH WEST FACING END





SITE PLAN - Proposed Shed, 17 Cambock Lane, Evandale

25/03/2019

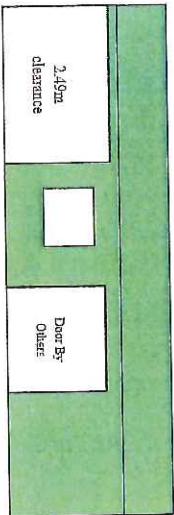
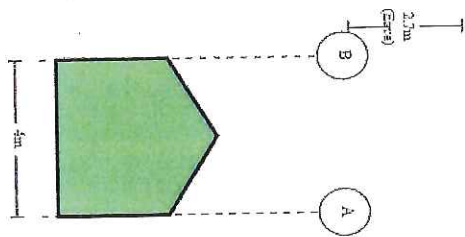
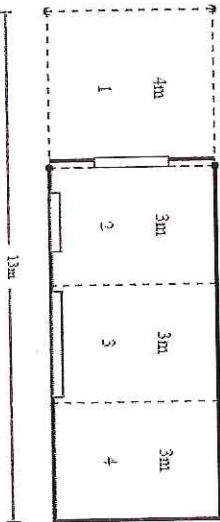
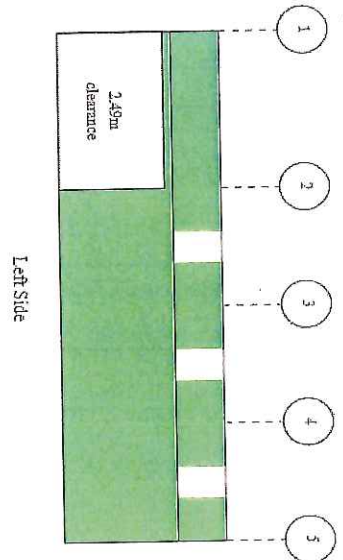
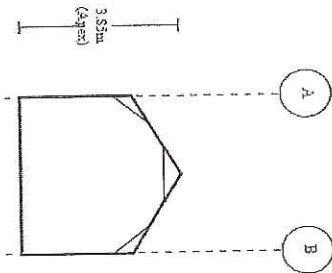
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PO Box 156
 13 Smith Street PH: 03 6397 7303
 Longford TAS 7301 FAX: 03 6397 7331
 Email: council@nmc.tas.gov.au
 Web: www.northernmidlands.tas.gov.au

Base data from the LST, © State of Tasmania. For actual boundaries refer Title Plan.
 Base image by TASMAR, © State of Tasmania
 Where shown, aerial photography is indicative only and should not be used as an accurate comparison of title boundaries.
 Where shown, underground services are diagrammatic only. Actual location of services are to be confirmed on site.

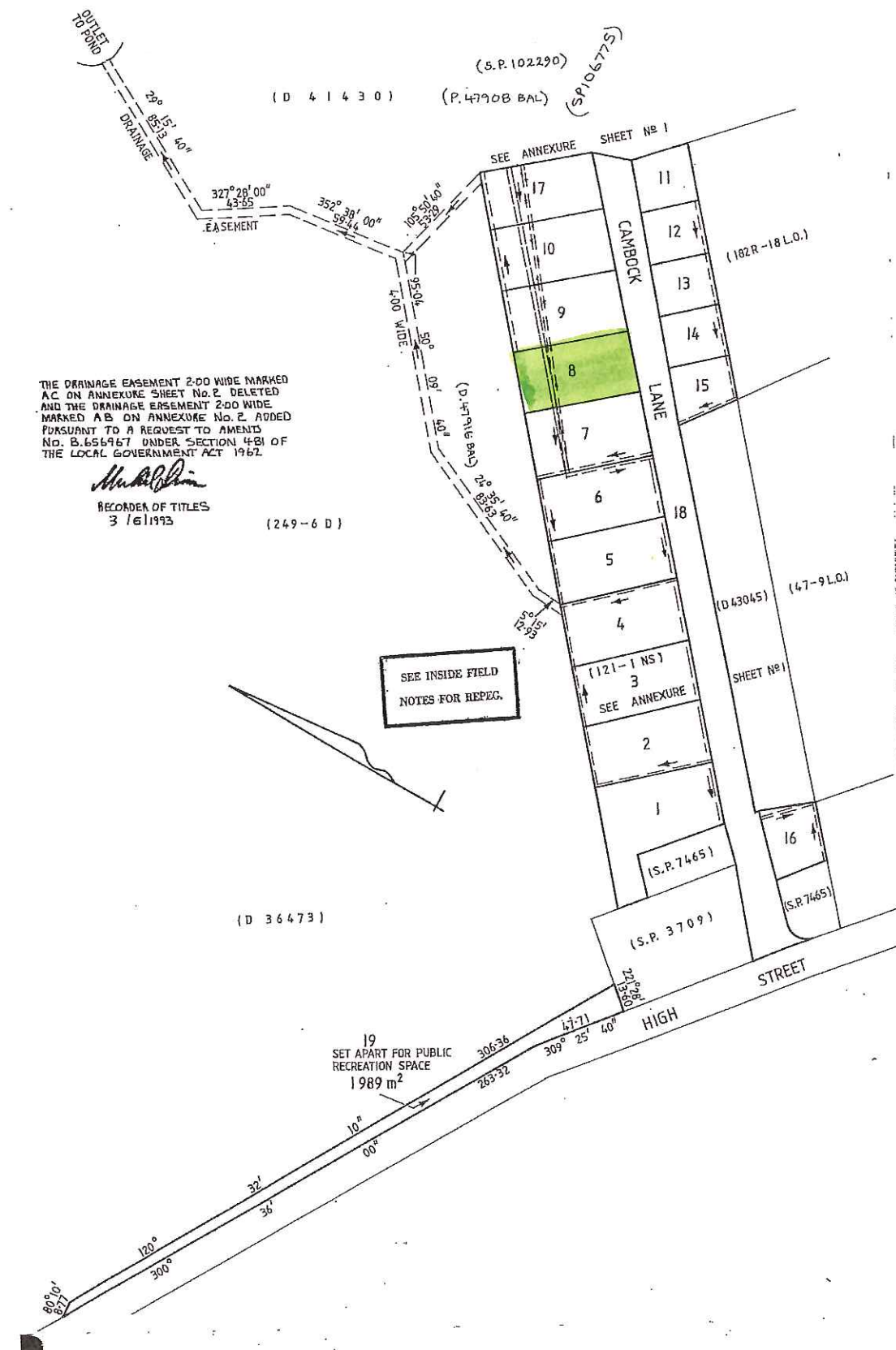




Purchaser Name: Brendan Chapman Site Address: 17 Cambock Lane West Eardale TAS 7212 Australia Drawing #: reutr1902047-4 Print Date: 19/02/19		Layout Not to Scale © Copyright SteekXP Pty Ltd		Seller: Steeds n Homes Launceston Name: Rebecca Thomson Phone: 0437720410 Fax: Email: rebecca.thomson@sheedshomes.com.au	
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1505 30-86

Owner: R.A.W. ENTERPRISES PTY. LTD.	PLAN OF SURVEY by Surveyor R.V. Tait of COHEN & ASSOCIATES PTY. LTD. of land situated in the TOWN OF EVANDALE SCALE 1:1500 MEASUREMENTS IN METRES	Registered Number: SP47879
Title Reference: C.T. VOL. 3515 FOL. 92 C.T. VOL. 4485 FOL. 100		Approved Effective from: 20 MAY 1991
Grantees: PART OF 328 ACRES GRANTED TO JAMES AITKEN, THOMAS WILLIAMS & JOHN SINCLAIR		<i>M. A. D. J.</i>



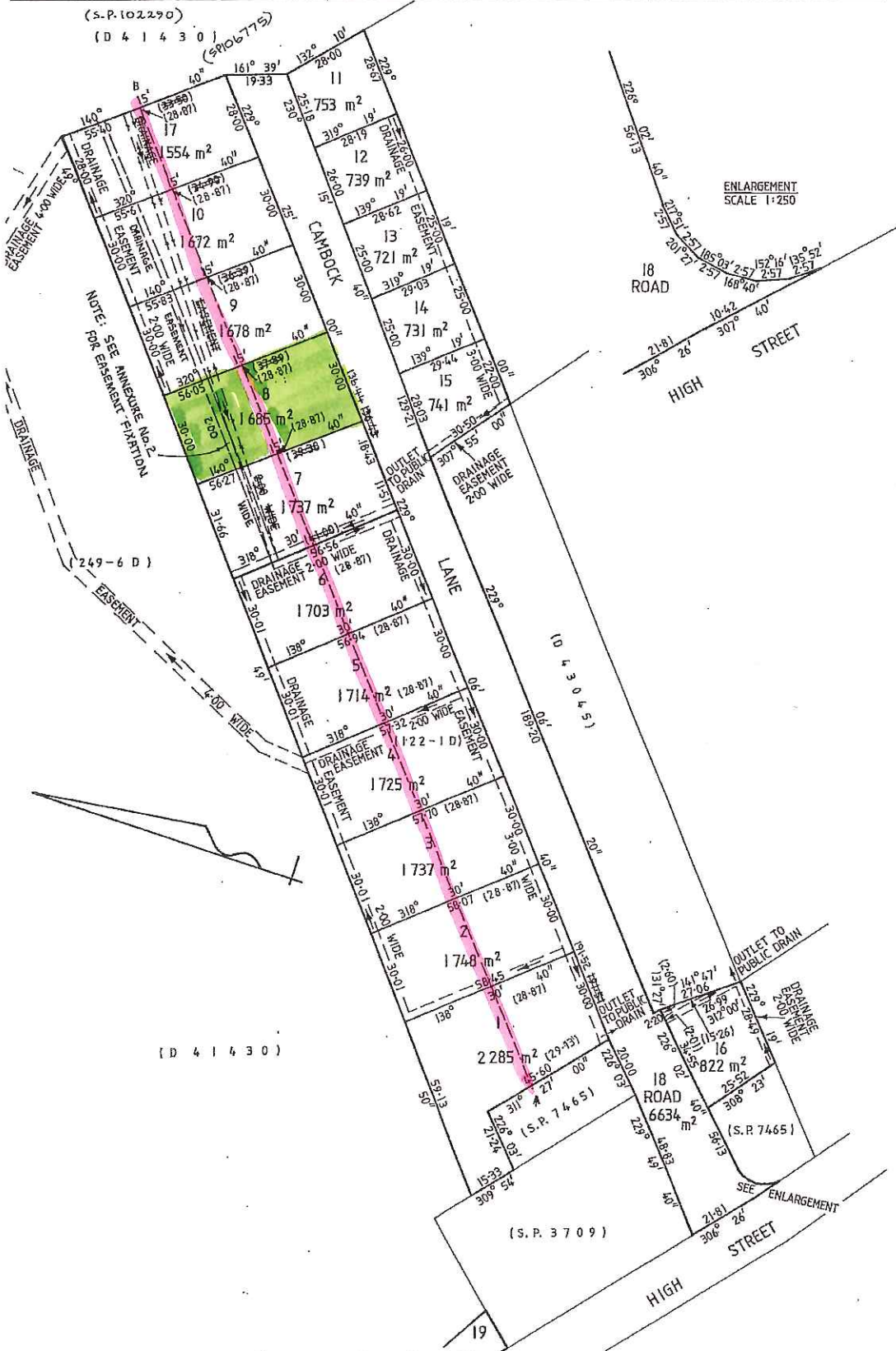
THE DRAINAGE EASEMENT 2.00 WIDE MARKED AC ON ANNEXURE SHEET No. 2 DELETED AND THE DRAINAGE EASEMENT 2.00 WIDE MARKED AB ON ANNEXURE No. 2 ADDED PURSUANT TO A REQUEST TO AMEND No. B.656967 UNDER SECTION 4(8) OF THE LOCAL GOVERNMENT ACT 1967

M. A. D. J.
 RECORDER OF TITLES
 3/6/1993

SEE INSIDE FIELD NOTES FOR REPEG.

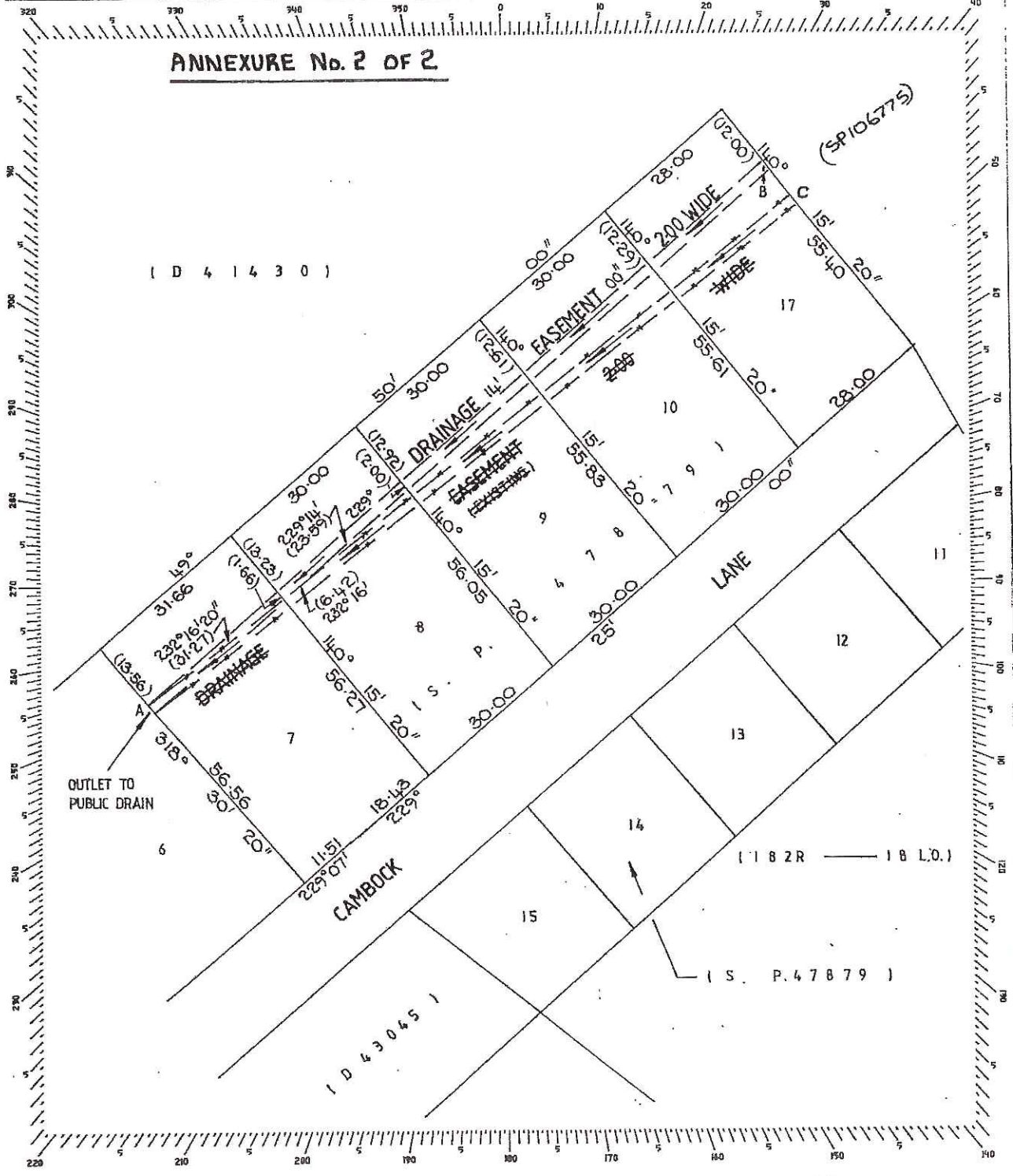
1505 30-86

<p>ANNEXURE SHEET No. 1 (of 2 annexures) to plan by Surveyor</p>	<p>This sheet contains detailed drawings of parcels shown on the index plan to which it is attached, which plan is verified by my certificate dated 7-12-1990 and that certificate extends to the detail shown on this sheet.</p>	<p>Registered Number: SP47879</p>
<p>Signed for the purposes of identification Council Clerk <i>Monna</i></p>	<p>Surveyor <i>R.V. TAIT OF COHEN & ASSOCIATES PTY. LTD.</i> Owner: R.A.W. ENTERPRISES PTY. LTD. C.T. VOL. 3515 FOL. 92 Title Reference: C.T. VOL. 4485 FOL. 100</p>	<p>Scale 1:1000 Measurements in Metres</p>



(2422) 30/86

OWNER LOTS 7-14 R.A.W. ENTERPRISES PTY. LTD. LOTS 15-18 AMANDA LOBRANNE LAFHAM. LOTS 19-22 GARY GEORGE RUNDLE & LORRAINE RUNDLE FOLIO REFERENCE JEANETTA RUNDLE 3512 37 CT 4485 100 CT 3513 38 CT 4485 100 CT 3514 39 CT 4485 100 CT GRANTEE PART OF 328 ACRES, GRANTED TO JAMES AITKEN, THOMAS WILLIAMS & JOHN SINCLAIR.		PLAN OF SURVEY BY SURVEYOR R.V. TAIT OF COHEN & ASSOCIATES PTY. LTD, LAUNCESTON. LOCATION TOWN OF EVANDALE SCALE 1:750 LENGTHS IN METRES		ANNEXURE No.2 SP47879 (LARGE PLAN) APPROVED EFFECTIVE FROM Recorder of Titles
STATE MUNICIPAL CODE No. 47	LAST UPI No.	LAST SURVEY PLAN No. S.P. 47879	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN	



SCHEDULE OF EASEMENTS

PLAN NO.

SP47879



NOTE:—The Town Clerk or Council Clerk must sign the certificate on the back page for the purpose of identification.

The Schedule must be signed by the owners and mortgagees of the land affected. Signatures should be attested.

EASEMENTS AND PROFITS

Each lot on the plan is together with:—

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

Each lot on the plan is subject to:—

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

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

~~The balance is subject to a right of drainage over the drainage easement shown on the plan as passing through the balance in favour of the Warden Councillors and Electors of the Municipality of Evandale PROVIDED THAT the registered proprietor of the balance shall be responsible to maintain an open drain in such drainage easement.~~

Each Lot on the plan is together with such rights of drainage over the drainage easement shown on the plan as passing through the balance as may be necessary to drain stormwater and other surplus water from such Lot.

~~The balance is subject to a right of drainage over the drainage easement shown on the plan as passing through the balance as may be necessary to drain stormwater and other surplus water from any Lot on the plan.~~

FENCING COVENANT

The Owner of each Lot on the plan covenants with the Vendor, R.A.W. Enterprises Pty. Ltd., that the Vendor shall not be required to fence.

COVENANTS

A. The owner of each lot on the plan covenants with the Vendor, R.A.W. Enterprises Pty. Ltd., and the owners for the time being of every other lot shown on the plan and the balance to the intent that the burden of this covenant may run with and bind the covenantor's lot and every part thereof and that the benefit thereof shall be annexed to and devolve with each and every part of every other lot shown on the plan and with the balance and each and every part thereof to observe the following stipulations:-

1. (1) Not to erect on any such lot any residential building using or having:-
 - (a) any exterior material or with outer walls other than masonry brick, brick or horizontal sawn cedar board or a combination of those materials;

Lots 7 to 10 and 17 on the plan are each subject to a right of drainage (appurtenant to Lot 1 on Diagram No 103485) over such portion of drainage easement 2.00 wide marked AB on the plan and shown passing through such lots. Burdening easement over drainage easement AB added pursuant to Request to Amend No B656967 made under Section 481 of the Local Government Act 1962

Recorder of Titles
 20/10/92

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- (b) any roofing material or with roofs other than corrugated colorbond iron or similar material slate or unglazed terra-cotta tiles; and
- (c) Windows (excluding kitchen, bathroom, laundry and lavatory windows in walls other than on the Cambock Lane frontage) which are not less in height than twice their width without the approval of the Advisory Committee constituted under the Evandale Planning Scheme.
- (2) Not to erect on any such lot any carport garage or outbuilding using:-
 - (a) any exterior material or with outer walls other than masonry brick, brick or horizontal sawn cedar board or a combination of those materials; and
 - (b) any roofing material or with roofs other than corrugated colorbond iron or similar material slate or unglazed terra-cotta tiles.
- (3) Not to erect on any such lot any residential building carport garage or outbuilding with a single pitch skillion butterfly flat or mansard roof and not to permit the pitch of any roof to be other than between 25 to 35 degrees of horizontal PROVIDED THAT such restriction shall not apply to verandahs which shall not be constructed with a pitch of other than between 12 to 18 degrees of horizontal.
- (4) Not to paint any exterior surfaces of any building or structure on such lot other than substantially in accordance with the colour schemes recommended in "Colour Schemes for Old Australian Houses" by I. Evans C. Lucas and I. Stapleton, published 1984 without the consent of the Warden Councillors and Electors of the Municipality of Evandale.
- (5) Not to erect on such lot other than single story building PROVIDED THAT this covenant shall not prohibit the erection of a residential building with an attic room or rooms constructed within the pitch of the roof.
- (6) Not to erect any building on such lot without contemporaneously erecting a fence or planting a hedge on the Cambock Lane boundary of such lot of a design or nature approved by the Warden Councillors and Electors of the Municipality of Evandale.
- (7) Not to construct on such lot a residential dwelling otherwise than facing Cambock Lane.
- 2. Not to erect or place or suffer to be or remain on such lot any temporary building structure or caravan except a shed or workshop used for the purpose of and in connection with and during the building of permanent buildings in the course of construction of such lot.

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

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3. That no hoarding or other structure or station for the purpose of exhibiting any advertisement bill poster or sign shall be erected or placed or suffered to be upon any part of such lot (except any notice or advertisement in the usual form for the sale or letting of such lot or any building erected thereon).
 4. Not to affix or display on any wall or fence upon such lot or any part thereof any posters bills hoarding or advertisements (except any notice or advertisement in the usual form for the sale or letting of such lot or any building erected thereon).
 5. That other than domestic animals approved of by the Vendor no animals or birds of any kind shall be kept or permitted or suffered to be kept upon such lot.
 6. Not to cut down or remove from such lot any living trees without the consent in writing of the Warden, Councillors and Electors of the Municipality of Evandale.
 7. That no engine or machinery worked or driven by steam gas electricity or other mechanical power and used for any trade operations shall be erected affixed or placed on any part of such lot and no trade manufactory or business whatsoever shall be carried on or be permitted or allowed to be carried on on any part of such lot.
- B. The Owner of lots 1 to 3 inclusive 5 to 8 inclusive 10 to 17 inclusive on the plan covenants with the Vendor, R.A.W. Enterprises Pty Ltd and the Owners for the time being of every other lot shown on the plan and the balance to the intent that the burden of this covenant may run with and bind the Covenantors lot and every part thereof and that the benefit thereof shall be annexed to and devolve with each and every part of every other lot shown on the plan and with the balance and each and every part thereof to observe the following stipulations:-
1. Not to erect on such lot any other than a single private residential building and usual buildings appurtenant thereto.
 2. That the main building erected on any portion of such lot shall not be used for any purpose other than a private residential building.
 3. Not to erect on such lot a single residential building which (exclusive of appurtenant buildings thereto) shall have a floor area of less than one hundred and ten square metres.
 4. Not to erect on any portion of such lot any single residential dwelling (exclusive of outbuildings) of a less value than fifty thousand dollars such value to be the actual cost of labour and materials only and any question as to value shall be settled by the Vendor or the Vendor's agent to whom all necessary vouchers shall be produced and the Vendor or the Vendor's agent shall be the sole arbiter as to whether or not such actual costs are at least Fifty thousand dollars.

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

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- C. The owner of lot 4 and lot 9 on the plan covenants with the Vendor R.A.W. Enterprises Pty Ltd and the Owners for the time being of every other lot shown on the plan and the balance to the intent that the burden of this covenant may run with and bind the Covenantors lot and every part thereof and that the benefit thereof shall be annexed to and devolve with each and every part of every other lot shown on the plan and with the balance and each and every part thereof to observe the following stipulations:-
1. Not to erect on such lot any other than either:-
 - (a) a single private dwelling house and usual buildings appurtenant thereto; or
 - (b) not more than two single storey residential units with or without garages or carports to be held under the system of stratum titles.
 2. That the main building or any unit erected on any portion of such lot shall not be used for any purpose other than a private residence.
 3. Not to erect on any portion of such lot any single storey residential unit development (exclusive of outbuildings) of a less value than Eighty thousand dollars in total or Forty thousand dollars in respect of each unit such value to be the actual cost of labour and materials only and any question as to value shall be settled by the Vendor or the Vendor's agent to whom all necessary vouchers shall be produced and the Vendor or the Vendor's agent shall be the sole arbiter as to whether or not such actual costs are at least Eighty thousand dollars or Forty thousand dollars as the case may be.
 4. Not to erect on such lot any single storey residential unit development which excluding any usual buildings appurtenant thereto shall have an individual unit floor area of less than seventy square metres and a total floor area of less than one hundred and fifty square metres.
 5. Not to erect on any portion of such lot any single private dwelling house (exclusive of outbuildings) of a less value than Fifty thousand dollars such value to be the actual cost of labour and material only and any question as to value shall be settled by the Vendor or the Vendor's agent to whom all necessary vouchers shall be produced and the Vendor or the Vendor's agent shall be the sole arbiter as to whether or not such actual costs are at least Fifty thousand dollars.
 6. Not to erect on such lot any single private dwelling house which excluding any usual buildings appurtenant thereto shall have a floor area of less than one hundred and ten square metres.
- D. The owner of lots 1 to 10 inclusive and 17 on the plan covenants with the Vendor R.A.W. Enterprises Pty Ltd and the Owners for the time being of every other lot shown on the plan and the balance to the intent that the burden of this covenant may run with and bind the Covenantors lot and every part thereof and that the benefit thereof shall be annexed to and devolve with each and every part of every other lot shown on the plan and with the balance and each and every part thereof to observe the following stipulations:-

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

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- 1. Not to erect any building or structure of any kind on any portion of such lot which lies to the north of the line marked "AB" on the plan without the consent in writing of the Warden Councillors and Electors of the Municipality of Evandale.
 - 2. Not to erect any building on such lot without first having a plan for landscaping the area to the north of the residential building to be erected on such lot in accordance with a landscape plan approved by the Warden Councillors and Electors of the Municipality of Evandale.
- E. The owners of lots 11 to 16 inclusive on the plan covenants with the Vendor R.A.W. Enterprises Pty Ltd and the owners for the time being of every other lot shown on the plan and the balance to the intent that the burden of this covenant may run with and bind the Covenantors lot and every part thereof and that the benefit thereof shall be annexed to and devolve with each and every part of every other lot shown on the plan and with the balance and each and every part thereof to observe the following stipulations:-
- 1. Not to erect on any such lot any residential building carport garage or outbuilding otherwise than in accordance with plans and specifications submitted to and approved by the Advisory Committee constituted under the Evandale Planning Scheme before building is commenced, such Advisory Committee to have regard to the historic nature of the town of Evandale.

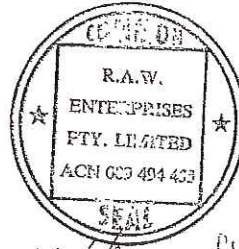
AND the Vendor (the said R.A.W. Enterprises Pty. Ltd.) reserves the right for itself and its successors and assigns (with the consent of the Warden Councillors and Electors of the Municipality of Evandale) to sell lease or otherwise deal with the balance or any part thereof or any lot on the plan subject to the above conditions and restrictive covenants or any one of them or not and subject to such modifications or amendments or full release thereof as it thinks fit. The exercise of the said right in relation to the balance or any part thereof or any lot on the plan shall not release the owner of any other lot from any of the conditions or covenants effected or imposed upon any lot on the plan or give to the owner of any lot on the plan any right of action against the said R.A.W. Enterprises Pty. Ltd. or any other person or persons.

INTERPRETATION

Balance means the balance of the land remaining in Folios of the Register Numbered Volume 4485 Folio 100 and Volume 3515 Folio 92 vested in the Vendor at the date of acceptance hereof after excluding the lots on the plan.

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

47879.



THE COMMON SEAL of R.A.W. ENTERPRISES)
PTY. LTD. the Registered Proprietor of)
the land in Folios of the Register Numbered)
Volume 4485 Folio 100 and Volume 3515)
Folio 92 was hereunto affixed in the)
presence of:)

R & Welles DIRECTOR
A B Welles DIRECTOR

John Sullivan
Robert John Dalgleish
David Pete Cordell

SIGNED by PATRICK JOHN SULLIVAN)
ROBERT JOHN DALGLEISH and DAVID PETE)
CORDELL the Mortgagees under Memoranda)
of Mortgage Numbers B208801A A797084 and)
A896749 in the presence of:)

John Sullivan
Robert John Dalgleish
David Pete Cordell

R. Butler,
Law Clerk
Launceston

Executed by the NATIONAL AUSTRALIA BANK LIMITED by its Attorney *IAN JOHN STENNIS* (who states that he holds the office in the NATIONAL AUSTRALIA BANK LIMITED indicated under his signature and who declares that he has received no notice of revocation of the said Power) in the presence of:-

Ian John Stennis

I. Stennis
BANK OFFICER
LAUNCESTON

REF: 0113X DPG:rw

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This is the schedule of easements attached to the plan of R.A.W. ENTERPRISES PTY.
(Insert Subdivider's Full Name)
LTD. affecting land in
C.T. VOL. 3515 FOL. 92 & C.T. VOL. 4485 FOL. 100
(Insert Title Reference)

Sealed by MUNICIPALITY OF EVANDALE on 17TH DEC. 1990
 Solicitor's Reference [Signature]
Council Clerk/Town Clerk

05-K3134