

AGREEMENT UNDER PART 5 LAND USE PLANNING AND APPROVALS ACT 1993

| THIS AGREEN | MENT is made on the Standay of November 2018 |
|-------------|--|
| BETWEEN | NORTHERN MIDLANDS COUNCIL of Longford in Tasmania ("Council") |
| AND | THE DOMINANT LAND OWNERS of the Macquarie Settlement Irrigation Pipeline (as set out in Schedule 1 herein) C/- Robert Peter Henry of 767 Delmont Road Cressy in Tasmania |
| <u>AND</u> | THE SERVIENT LAND OWNERS of the Macquarie Settlement Irrigation Pipeline (as set out in Schedule 2 herein) |

BACKGROUND

- A. The Dominant Land Owners (or, in some cases, associates of the Dominant Land Owners) have formed a partnership known as the "Macquarie Settlement Irrigation Pipeline Partnership" for the purpose of constructing and laying a Pipeline to take water from Hydro-Electric Corporation's Poatina Reregulation Pond situated at the end of the Poatina tailrace in Brumby's Creek to the Macquarie River.
- B. In September 2008 the Dominant Owners (or their associates, as the case may have been) entered into Agreements to Grant Easements with the Servient Land Owners to allow for the building of the Pipeline and the right to use and maintain it thereafter on the various Servient Lands. For clarity, it is noted that some Dominant Land Owners are also Servient Land Owners, in that they (or their associates) are members of the said Partnership, and the Pipeline runs through their property.
- C. A planning permit (P08-330) was granted by Council with respect to the pump shed (irrigation) at the south eastern corner of the Hydro-Bootwic Dane Hydro-Bootwic

by me at solved on the 8 November 2018

BRONWYN RIGBY
C/- 13 Smith Street, Longford 7301
Justice of the Peace no. 5282 for Tasmania

- D. The Pipeline has been constructed and has been commissioned. At various points along its route the Pipeline has been installed under local highways under the control of Council as the highway authority, with Council's permission; namely Poatina Road, Lake River Road, Macquarie Road & Delmont Road.
- E. The Dominant Land Owners initially envisaged registering a series of transfers between themselves and the Servient Land Owners; however the logistics of preparing, executing and registering a 40-50 page easement order, together with 70 separate transfers of easement forms, has made that task impractical
- F. This Agreement provides the Dominant Land Owners and the Servient Land Owners with Pipeline rights and obligations having the effect of an easement created under section 105 of the Land Titles Act 1980. It also provides Council with indemnity where the Pipeline passes under the four local highways.
- G. Without limiting any operation or effect which this Agreement otherwise has, the Council and the Servient Owners acknowledge that this Agreement is made under Part 5 of the Act (and in particular section 71) with the intent that the burden of the Servient Owners covenants run with the land as provided for by section 79 of the Act.
- H. The parties enter this agreement:
 - (a) To give effect to the permit; and
 - (b) To provide for the matters set out in section 72(2) of the Act.

1. Interpretation & Definitions

1.1 **Definitions**

In this agreement-

"Act" is the Land Use Planning & Approvals Act 1993.

"Agreements to Grant Easement" means the various agreements entered into between the Dominant Land Owners (or associates of the Dominant Land Owners) and the Servient Land Owners in or about September 2008 by which the Servient Land Owners agreed to grant the Pipeline Easement to the Dominant Land Owners, on the terms and conditions more particularly contained therein;

"Authorised Person" means a Dominant Land Owner, or a person authorised by a Dominant Land Owner, and includes all contractors, employees, agents and licensees of a Dominant Land Owner;

"Dominant Land" means the land comprised in each of the folios of the Register set out in Schedule 1 which is being granted a Pipeline Easement;

- "Dominant Land Owner" means a registered proprietor of Dominant Land;
- "Easement Land" means those parts of the Servient Land variously marked "Pipeline Easement 10.00 Wide" & "Pipeline Easement 20.00 Wide" on the Plan;
- "The Miscellaneous Act" is the Local Government (Building & Miscellaneous Provisions) Act 1993;
- "Mortgagee" includes a reference to any encumbrancee or any other person which has a registered interest in either the Dominant Land or the Servient Land;
- "Permit" is the permit referred to in Recital C;
- "Pipeline" means the pipe or pipes installed for the purpose of conveying water from the Hydro-Electric Corporation's Poatina Reregulation Pond at the end of the Poatina tail race to the Lake and Macquarie Rivers and parts in between; including fittings, valves, air valves, metering devices and all other ancillary equipment including equipment used for the pumping of water;
- "Pipeline Easement" means the rights granted by a Servient Land Owner to a Dominant Land Owner having the effect of an easement created under Section 105 of the Land Titles Act 1980 and as more particularly set out in Schedule 3;
- "Plan" means the plan registered at the Land Titles Office No. 160282:
- "Planning scheme" is the Northern Midlands Planning Scheme 1995 and any amendment, modification or replacement of that scheme made pursuant to the provisions of the Act;
- "Servient Land Owner" means a registered proprietor of Servient Land;
- "Servient Land" means the land comprised in each of the folios of the Register set out in Schedule 2 which is subject to a Pipeline Easement.

1.2 Interpretation

In this agreement:

- (a) A reference to the Council includes a reference to any new council which has jurisdiction in respect of the land established pursuant to part 2 of the Local Government Act 1993 or any other legislation or proclamation;
- (b) A reference to the owner includes its assignees and any person bound by the covenants in it as provided for in Section 79 of the Act;
- (c) A reference to this Agreement in another instrument is a reference to this Agreement as amended, varied, novated or substituted from time to time;
- (d) A reference to a statute, ordinance, code, law or planning scheme includes a

- reference to such document as amended or substituted from time to time;
- (e) A reference to a person or party includes that persons executors, administrators, successors, substitutes (including persons taking by novation), transferees, assigns and any person deriving title under such a person;
- (f) Words and expressions used both in this Agreement and in the Act, the Local Government Act 1993 or the Miscellaneous Act have the same meanings as they have in those Acts;
- (g) Words and expressions used both in this Agreement and in the planning scheme have the same meanings as they have in the planning scheme.

2. Grant of Easement

- 2.1 The Servient Land Owners grant the Dominant Land Owners a Pipeline Easement over the Easement Land.
- 2.2 The Dominant Land Owners agree to use the easement in accordance with the provisions set out in Schedule 3.
- 2.3 The Dominant Land Owners acknowledge that a Servient Land Owner may be permitted to draw water from the Pipeline in accordance with the terms of that Servient Land Owner's Agreement to Grant Easement. That use is acknowledged by each Servient Land Owner as arising pursuant to their Agreement to Grant Easement and is subject to the provisions set out in Schedule 4.
- 2.4 The Dominant Land Owners agree that they will maintain the Pipeline and keep it in good repair.
- 2.5 The Servient Land Owners agree that nothing in this Agreement detracts from their obligation to grant a registered easement over their respective lands if and whenever called upon by the Dominant Land Owners so to do, provided only that the costs and expenses of such registration is to be borne by the Dominant Land Owners requesting that registration.

3. Indemnity to Council

3.1 The Dominant Land Owners agree to make good and repair any damage caused to any Council maintained roads as a result of the use of the Pipeline or any malfunction of the Pipeline and further agree to keep Council indemnified in that regard.

4. Ending of the agreement

- 4.1 This Agreement ends on the first to occur of the following:
 - (a) all parties agree to its ending;
 - (b) it becomes impossible to convey water through the Pipeline for a continuous period of 2 years or longer; or
 - (c) if the Pipeline is abandoned by all the Dominant Land Owners.

5. Dispute resolution

- 5.1 In the event of a dispute between a Dominant Land Owner and a Servient Land Owner as to any matter touching upon the rights created by this Agreement the following provisions will apply.
- 5.2 The Dominant Land Owner and the Servient Land Owner must use all reasonable endeavours to settle the matter in dispute within 7 days of both becoming aware of the dispute.
- 5.3 If the matter is not settled either owner may require that such dispute be resolved by an independent consultant, expert in the area of the matter under dispute, such consultant to be nominated by the President of the Law Society of Tasmania.
- In making any determination the consultant will be deemed to be acting as an expert and not as an arbitrator.
- Neither owner will be entitled to commence or maintain any action relating to such dispute until it has been referred to and determined by the consultant.
- Each owner must ensure that any notice of dispute given under this clause contains full and complete particulars of the matter in dispute so as to ensure that all determinations are expeditiously completed.
- 5.7 The cost of the determination must be paid by the Dominant Land Owner and the Servient Land owner in such proportions as determined by the consultant.

6. Registration

- 6.1 The Agreement is to be registered on the folios of the Register to the Dominant Lands and the Servient Lands set out in Schedules 1 and 2.
- 6.2 The Agreement is binding upon the Dominant Land Owners and the Servient Land Owners and their successors in title.
- 6.3 The Dominant Land Owners agree to pay all costs associated with the stamping and registration of the agreement.

7. Relationship Between the Parties

7.1 Nothing in this Agreement creates the relationship of partnership or of principal and agent or of joint venture between the Council and any of the Dominant Land Owners or Servient Land Owners.

8. Proper Law

8.1 This deed of Agreement is governed by the laws of the State of Tasmania and the parties submit to the non exclusive jurisdiction of those courts and from courts competent to hear appeals therefrom.

9. Reading Down and Severability

9.1 If a provision of this Agreement is void or voidable by a party, unenforceable or illegal but would not be so if read down or severed from the agreement, it must be read down or severed accordingly.

10. Council's Costs

10.1 The Dominant Owners must immediately on demand pay to the Council the Council's costs and expenses (as between solicitor and client) relating to this Agreement and anything done before or after this Agreement for the enforcement of any obligation imposed upon the Dominant Owners under it.

11. Exercise of Powers

11.1 The Council and the Dominant Owner expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council whether in relation to the permit or the land or otherwise and the provisions of this Agreement must be read accordingly.

12. Further Documents

12.1 The Council, the Dominant Owners and the Servient Owners, will do all things and prepare and sign all further documents necessary to give effect to this Agreement and to ensure that this Agreement is fully carried out.

13. Disclosure of this Agreement

A Servient Land Owner must ensure that at any time before or after the registration of 13.1 this Agreement where they sell, transfer, dispose of or in any way part with possession of the land, they first disclose the existence of and nature of this Agreement to the Servient Land Owner's successors.

14. **Notices**

- A notice pursuant to this Agreement must be in writing. Notices may be served:
 - personally by leaving them with the party on whom they are to be served at (a) that party's address stated in Clause 14.3; or
 - (b) by pre paid post sent to the address stated in Clause 14.3; or
 - by facsimile (or by any other like method by which a written or recorded (c) message may be sent) directed to the party on whom they are to be served at that party's address stated in Clause 14.3.
- Notices are not effective until received by the other party and any such notice is without prejudice to any other mode of receipt, deemed to be received by such other party:
 - if served personally when left at the address of the other party stated in Clause (a) 14.3;
 - when mailed, three business days after being put into the post addressed to (b) such party at that address; and
 - if made by facsimile or any other like method upon the production of a (c) transmission report by a machine from which the transmission was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient stated in Clause 14.3.
- 14.3 The addresses of the parties for service of notices are as follows:

Northern Midlands Council

PO Box 156 LONGFORD TAS 7301

Ph: 6397 7303

Facsimile: 6397 7331

Dominant Land Owners:

Mr. R.P. Henry

767 Delmont Road

CRESSY TAS 7302

Ph: 6398 5122

Servient Land Owners who are not Dominant Land Owners their addresses are as noted in the Second Schedule.

15. Counterparts

15.1 This document may be executed in any number of eounterparts and by the parties on separate counterparts. Each counterpart constitutes the document of each party who has executed and delivered that counterpart.

16. Successors in title

- 16.1 The Servient Owners, Dean Andrew Allan and Amanda Jane Allan, enter into this Agreement as the successors in title to the land formerly owned by Henry Arthur Bye and pursuant to the Agreement to Grant Easement between the Henry Arthur Bye and the Dominant Owners.
- 16.2 The Servient Owners Morrison Cressy Pty Ltd enter into this Agreement as the successors in title to the land formerly owned by Aganz Enterprises Pty Ltd and pursuant to the Agreement to Grant Easement between Aganz Enterprises Pty Ltd and the Dominant Owners.
- 16.3 The Dominant Owners GF Rigney, RW Rigney and AG Rigney enter into this Agreement as the successors in title to the partnership interest owned by Skerritt Farms Pty Ltd.
- 16.4 The Dominant Owners D.T. & M.D. Hingston Pty Ltd, R.E. & R.A. Davey Pty Ltd and Stewarton Pty Ltd enter into this Agreement as the successors in title (or as an associate to the successor in title) to the partnership interest formerly owned by Barton Youl Pty Ltd.
- 16.5 The Dominant Owners D.T. & M.D. Hingston Pty Ltd, R.E. & R.A. Davey Pty Ltd and Stewarton Pty Ltd enter into this Agreement as the successors in title (or as an associate to the successor in title) to the partnership interest formerly owned by Francis Leslie Dowling.
- 16.6 The Dominant Owner Woodrising Properties Pty Ltd enters into this Agreement as successor in title to portion of the land formerly owned by R.P. & V.K. Henry and is the associate of Woodrising Properties Unit Trust that acquired a portion of the partnership interest from Symbister Pty Ltd.
- 16.7 The Dominant Owner Stewarton Pty Ltd enters into this Agreement as the successor in title (or as an associate to the successor in title) to a portion of the partnership interest formerly owned by TPI Enterprises Ltd.

EXECUTED AS A DEED

Planning authority certification

EXECUTED COUNCIL



Desmond P Jenning General Manager

Dominant Land Owner execution

SIGNED SEALED AND DELIVERED by ROBERT PETER HENRY in the presence of:

Witness 🖎 XXXXIII

Full name (a)

Cauretta Atke

Address 3638 Macquarie

Occupation Business Manager

Robert Peter Henry

SIGNED SEALED AND DELIVERED by VINA KATHRYN HENRY in the presence of:

Witness & XXXIII

Full name Lawretta Atley

Address 3638 Macquarie Rd, Cressy Occupation Business Manager

Je,

EXECUTED by WOODRISING PROPERTIES PTY LTD pursuant to Section 127 of the Corporations Act:

EXECUTED by <u>KETTERINGHAM PTY LTD</u> pursuant to Section 127 of the Corporations Act:

(Director)

Vina Kathryn Henry

a UKKL.

(Director)

Liana Thinkell Johnston (Director)

WHO 13

(Director)

| EXECUTED by TPI ENTERPRISES PTY LTD pursuant to Section 127 of the Corporations Act: | (Director) Sole Director |
|--|------------------------------|
| EXECUTED by BLAIR ATHOLL PTY LTD pursuant to Section 127 of the Corporations Act: | (Director) |
| EXECUTED by MT JOY PTY LTD pursuant to Section 127 of the Corporations Act: | (Director) Robert B Bayles. |
| SIGNED SEALED AND DELIVERED by DAVID | (Director) |
| HAROLD ARCHER in the presence of: Witness & V. K. Blonny Full name Vina Kathern HENRY Address 767 Delmont Road, Cressy Occupation Administration Officer | David Harold Archer |
| SIGNED SEALED AND DELIVERED by ELIZABETH JANE ARCHER in the presence of: Witness V. Kolkenny Full name Vina Kathryn Henry Address 767 Delmont Road, Cressy Occupation Administration Officer | Elizabeth Jane Archer |
| EXECUTED by DT & MD HINGSTON PTY LTD pursuant to Section 127 of the Corporations Act: | (Director) |
| | (Director) |

| EXECUTED by STEWARTON PTY LTD | pursuant |
|---|----------|
| to Section 127 of the Corporations Act: | 1 |

(Sole Director/Sole Secretary)

EXECUTED by RE & RA DAVEY PTY LTD pursuant to Section 127 of the Corporations Act:

(Director)

(Director)

SIGNED SEALED AND DELIVERED by ALLEN GRAEME RIGNEY in the presence of:

Witness & Kechota

Full name Katherine Elizabeth Christie

Address 62 Mulgrane st Perth Tasmania Occupation Education

Allen Graeme Rigney

<u>SIGNED SEALED AND DELIVERED</u> by <u>ROBERT WILLIAM RIGNEY</u> in the presence of:

Witness & KEChater

Full name Kontherine Elizabeth Christie

Address 62 Mulgrave St Perth Tasmania

Occupation Edvention

Robert William Rigney

<u>SIGNED SEALED AND DELIVERED</u> by <u>GEORGE FRANCIS RIGNEY</u> in the presence of:

Witness & KtChte.

Full name Kuthenine Elizabeth Christie Geg

Address 62 Milgrane St Peth Tasmanif

Occupation Education

| SIGNED SEALED AND DELIVERED by DAVID | |
|---|--|
| JOHN DOWNIE in the presence of: | _ |
| * **** | nOO_{α} |
| Witness & Skolunten | Dy Downe |
| Full name Susan Mary Robertson Address 1028 mt Joy Rd Crassy | David John Downie |
| Address 1028 mt Joy Rd Crassy | |
| Occupation Retired | |
| a source | |
| SIGNED SEALED AND DELIVERED by SUZANNE MARGARET STUART DOWNIE in | |
| the presence of: | |
| the presence of. | 80500me |
| Witness & Skolenton | Suzan se Margaret Stuart Downie |
| Full name Susan Mary Robertson Address 1028 mt. Toy Red Crossy | a spourie |
| Address 1028 mT. Joy Rd Crassy | |
| Occupation Refixed | |
| | |
| EXECUTED by LEVERINGTON PASTORAL | 11000 |
| EXECUTED by LEVERINGTON PASTORAL PTY LTD pursuant to Section 127 of the | a DJ Davie |
| EXECUTED by LEVERINGTON PASTORAL PTY LTD pursuant to Section 127 of the Corporations Act: | (Director) |
| PTY LTD pursuant to Section 127 of the | (Director) Que Disciper 7 |
| PTY LTD pursuant to Section 127 of the | (Director) |
| PTY LTD pursuant to Section 127 of the | |
| PTY LTD pursuant to Section 127 of the | (Director) (Director) |
| PTY LTD pursuant to Section 127 of the Corporations Act: EXECUTED by A & C DOWLING PTY LTD | (Director) |
| PTY LTD pursuant to Section 127 of the Corporations Act: | (Director) Audrew Dowley |
| PTY LTD pursuant to Section 127 of the Corporations Act: EXECUTED by A & C DOWLING PTY LTD | (Director) |
| PTY LTD pursuant to Section 127 of the Corporations Act: EXECUTED by A & C DOWLING PTY LTD | (Director) (Director) |
| PTY LTD pursuant to Section 127 of the Corporations Act: EXECUTED by A & C DOWLING PTY LTD | (Director) (Director) (Director) |
| PTY LTD pursuant to Section 127 of the Corporations Act: EXECUTED by A & C DOWLING PTY LTD | (Director) (Director) |

| S | ervi | ient | Land | Owner | execution |
|---|------|------|------|-------|-----------|
|---|------|------|------|-------|-----------|

| EXECUTED by MORRISON CRESSY PTY LTD pursuant to Section 127 of the Corporations Act: | 2 when |
|---|-------------------------------|
| | (Director) |
| | * Jan. a. Manisa. |
| | (Director) |
| EXECUTED by PISA PTY LTD pursuant to Section 127 of the Corporations Act: | a Jan. a. Marison. |
| | (Director) |
| | « htm |
| | (Director) |
| SIGNED SEALED AND DELIVERED by GORDON JOHNSON MALCOLM BAYLES in the presence of: Witness & V.K. Henry Full name Vina Kathryn Henry | Gordon Johnson Malcolm Bayles |
| Address 767 Delmont Road Cressy Acade Maria | , |
| Address 767 Delmont Road Cressy Acquisition Occupation Administration Officer | |
| SIGNED SEALED AND DELIVERED by SUZANNE ELIZABETH BAYLES in the presence of: Witness & V.K. Chemy Full name Vina Kathryn Henry Address 767 Delmont Road, Cressy | Suzanne Elizobeth Bayles |
| Occupation Administration Officer. | |
| EXECUTED by A & C DOWLING PTY LTD pursuant to Section 127 of the Corporations Act: | Director) |
| | a eply |
| | (Director) |

| EXECUTED by MRP PTY LTD pursuant to Section 127 of the Corporations Act: | nichael g Baylo. |
|--|------------------------------|
| | (Director) Robert B Beyles. |
| EXECUTED by MT IOV DTV I TO | (Director) |
| EXECUTED by MT JOY PTY LTD pursuant to Section 127 of the Corporations Act: | (Director) |
| | Robert B Bayleo. (Director) |
| EXECUTED by RE & RA DAVEY PTY LTD pursuant to Section 127 of the Corporations Act: | · Rh Daug/ |
| | (Director) |
| | (Director) |
| SIGNED SEALED AND DELIVERED by DEAN ANDREW ALLAN in the presence of: | |
| Witness & V.K. Henry Full name Vina Kathryn Henry Address 767 Delmont Road, Cressy | Dean Andrew Allan |
| Occupation Administration Officer | |
| SIGNED SEALED AND DELIVERED by AMANDA JANE ALLAN in the presence of: | |
| Witness & V. K. Henry. | Amanda Jane Allan |
| Address 767 Delmont Rocal, Cressy Occupation Advantage Officers | |

The following Mortgagees consent to and agree to be bound by the covenants and other terms and conditions contained in this Agreement as testified by their execution hereof.

Executed by Commonwealth Bank of Australia:

SIGNED SEALED AND DELIVERED for and on behalf of COMMONWEALTH BANK OF AUSTRALIA by its Attorney

under Registration Power of Attorney No. 72/6177
who certifies that he/she is SENIOR CONVENIOR of the COMMONWEALTH BANK OF AUSTRALIA and declares that he/she has received no notice of revocation of the said Power of Attorney and in the presence of:

Bank Officer, Sydney

Monika Eshou

150 George Street Parramatta NSW 2150

POWER OF ATTO MENTAPOROVAL BY RADOBANK AUStralia Limited Only COVERS The Land Encumbered by Rabbank Australia Limited,

Signed by RABOBANK AUSTRALIA LIMITED by its attorneys Felicia Tung Senior Manager and BENJAMIN MOMENT Manager who respectively state at the time of executing this instrument they have no notice of the revocation of the Power of Attorney registered number 2154 and an authority of which they have executed this instrument.

Witness:

san Olsson

Credit Officer

ANZ Banking Group Limited.

ZEALAND BANKIN 69 BRISBANE STREET LAUNCESTON TAS. ACN 005 357 527

TASMANIA DEVELOPMENT & RESOURCES

Executed by MICHAEL MANN Pursuant to a delegation by the Authority under Section 19 of the Tasmanian Development Act 1983

in the presence of:

AMANDO SPARGO

SCHEDULE 1

Dominant Land Owners & folios of the Register being granted a right over the Pipeline Easement shown on Plan 160282

Robert Peter Henry & Vina Kathryn Henry Folio of the Register volume 49065 folio 1 Folio of the Register volume 11182 folio 1 Folio of the Register volume 115588 folio 4 Folio of the Register volume 173173 folio 1 Folio of the Register volume 173174 folio 1

Woodrising Properties Pty Ltd Folio of the Register volume 27683 folio 1 Folio of the Register volume 115588 folio 1

Ketteringham Pty Ltd Folio of the Register volume 125795 folio 3 Folio of the Register volume 125794 folio 2 Folio of the Register volume 125793 folio 1

TPI Enterprises Ltd Folio of the Register volume 156925 folio 1

Blair Atholl Pty Ltd Folio of the Register volume 129212 folio 1

Mt. Joy Pty Ltd Folio of the Register volume 114791 folio 1 Folio of the Register volume 114792 folio 2 Folio of the Register volume 152765 folio 1 Folio of the Register volume 102278 folio 2

David Harold Archer and Elizabeth Jane Archer Folio of the Register volume 236965 folio 1

DT & MD Hingston Pty Ltd Folio of the Register volume 102278 folio 1 Folio of the Register volume 169249 Folio 1

Stewarton Pty Ltd Folio of the Register volume 169251 folio 1

Allen Graeme Rigney & Robert William Rigney Folio of the Register volume 123618 folio 1

Allen Graeme Rigney
Folio of the Register volume 252478 folio 6
Folio of the Register volume 123617 folio 1
Folio of the Register volume 212720 folio 19
Folio of the Register volume 236966 folio 1

George Francis Rigney, Robert William Rigney and Allen Graeme Rigney Folio of the Register volume 140152 folio 1 Folio of the Register volume 140153 folio 2 Folio of the Register volume 147755 folio 2

David John Downie

Folio of the Register volume 229246 folio 1
Folio of the Register volume 229248 folio 1
Folio of the Register volume 107001 folio 1
Folio of the Register volume 229249 folio 1
Folio of the Register volume 227961 folio 1
Folio of the Register volume 229245 folio 1
Folio of the Register volume 229247 folio 3
Folio of the Register volume 107001 folio 2
Folio of the Register volume 248728 folio 1
Folio of the Register volume 248728 folio 2
Folio of the Register volume 103206 folio 2
Folio of the Register volume 248727 folio 2
Folio of the Register volume 248727 folio 1

David John Downie & Suzanne Margaret Stuart Downie Folio of the Register volume 129213 folio 1 Folio of the Register volume 125956 folio 1

Leverington Pastoral Pty Ltd Folio of the Register volume 36419 folio 1 Folio of the Register volume 36419 folio 2

A & C Dowling Pty Ltd Folio of the Register volume 101914 folio 1 Folio of the Register volume 141990 folio 2

MRP Pty Ltd
Folio of the Register volume 136178 folio 2
Folio of the Register volume 236968 folio 1

R. E. & R. A. Davey Pty Ltd Folio of the Register volume 226351 folio 1 Folio of the Register volume 169250 folio 1

SCHEDULE 2

Servient Land Owners & folios of the Register through which the Pipeline passes and over which rights are being granted

Morrison Cressy Pty Ltd "Forest Vale" 5467 Poatina Road Cressy 7302 Folio of the Register volume 110104 folio 8 Being the land marked AB & CD on Plan 160282

Dean Andrew Allan and Amanda Jane Allan "Pine Vale" 5147 Poatina Road Cressy 7302 Folio of the Register volume 203615 folio 1 Being the land marked DE on Plan 160282

Gordon Malcolm Johnson Bayles and Suzanne Elizabeth Bayles "Little Forest" 4149 Macquarie Road Cressy 7302 Folio of the Register volume 227351 folio 1 Being the land marked EF & GH on Plan 160282

Pisa Pty. Ltd.
"Pisa" 3979 Macquarie Road Cressy 7302
Folio of the Register volume 165631 folio 2
Being the land marked JK & LM on Plan 160282

A & C Dowling Pty Ltd Folio of the Register volume 101914 folio 1 Being the land marked MN, VW & XY on Plan 160282

A & C Dowling Pty Ltd Folio of the Register volume 141990 folio 2 Being the land marked NO on Plan 160282

MRP Pty Ltd Folio of the Register volume 136178 folio 2 Being the land marked OP on Plan 160282

MRP Pty Ltd Folio of the Register volume 236968 folio 1 Being the land marked PQ on Plan 160282

Mt. Joy Pty. Ltd. Folio of the Register volume 102278 folio 2 Being the land marked RS on Plan 160282

R. E. & R. A. Davey Pty Ltd Folio of the Register volume 169250 folio 1 Being the land marked ST on Plan 160282

SCHEDULE 3

"PIPELINE EASEMENT" means the full, free right and liberty for a Dominant Land Owner with others and machinery-

- to enter upon the Easement Land with workers, machinery and vehicles to lay a
 Pipeline along, through and under the said land for the purpose of drawing water
 through the said pipes to provide a supply of water to the Dominant Land; and
- to inspect, cleanse, maintain, operate and repair the said infrastructure provided that
 the rights granted are exercised in a proper manner so as to cause as little
 inconvenience as possible and to do as little damage as practicable to the said land

PROVIDED THAT:

- 1. Each Dominant Land Owner, who or which, enjoys the benefit of this easement (collectively called the "Macquarie Settlement Pipeline Partners") must appoint an Authorised Person to act on their behalf
- 2. The Dominant Land Owners must advise the Servient Land Owners should the name of the Authorised Person be changed from time to time
- 3. That except in cases of emergency the Authorised Person is the only person, apart from workers when work is required to be carried out, who is authorised to access the Easement Land
- 4. That except in cases of an emergency, the Servient Land Owner must be given 48 hours notice of the proposed access to the Easement Land
- 5. Any damage to the Easement Land should be kept to a minimum and must be made good by the Dominant Land Owner or the Macquarie Settlement Pipeline Partners
- 6. The Authorised Person, or any other persons lawfully entering on to the Easement Land, must at all times immediately close all gates and fences so as to prevent any livestock from straying
- 7. The Dominant Land Owners must (either themselves or collectively with the Macquarie Settlement Pipeline Partners) indemnify the Servient Owner of the Easement Land for and against any liability, loss or damage, howsoever arising, suffered or incurred by the owner of the Easement Land as a result or by reason of the existence, use or exercise of rights under the easement or the presence of any person on the Easement Land pursuant to the easement

8. The rights so granted must only be exercised in accordance with the partnership agreements made between the Macquarie Settlement Pipeline Partners and the Servient Owners of the Easement Land dated 10 September 2008.

SCHEDULE 4

The Servient Land Owners acknowledge that their right to draw water from the Pipeline is not absolute, and is subject to the following-

- 1. If the flow, as measured at the Brumby's Creek below Palmers Rivulet (downstream of the outlet of the Hydro-Electric Corporation Reregulation Pond) is less than 750 megalitres per day then the maximum rate of take for the Dominant Land Owner is limited to 40 megalitres per day, in which case the Servient Land Owner's right to take water is reduced proportionately in accordance with all water being taken by the Dominant Land Owner and other owners of land through which the Pipeline passes
- 2. That the drawing of any water does not interfere with Hydro-Electric Corporation's hydro-generation operations
- 3. That neither the Dominant Land Owner, nor Hydro-Electric Corporation, can guarantee that water will be available at all times or at any time for the Servient Land Owner to draw, and nor do they warrant that the water taken will be fit for any purpose
- 4. That the Servient Land Owner must pay for all water that they draw from the Pipeline as stipulated in the Agreement to Grant Easement. The amount payable will be the same amount per megalitre that every other person that draws water from the Pipeline pays

TASMANIAN LAND TITLES OFFICE

Notification of Agreement under the





Land Use Planning and Approvals Act 1993 (Section 71)

| | DESCRIPTION Folio of the | | | |
|--|--------------------------|--|--|--|
| Volume Folio Volume Folio | | | | |
| 141990 136178 101914 SEE ANNEXURE PAGE | 2 2 1 | | | |

REGISTERED PROPRIETOR:

R.E. & R.A. DAVEY PTY LTD & THE DOMINANT OWNERS REFERRED TO IN THE AGREEMENT MENTIONED BELOW

| PLANNING AUTHORITY: NORTHERN MIDLANDS CO | OUNCIL | |
|--|------------|------|
| Dated this | day of MAY | 2019 |
| I/WE DESMOND JENNING | 25 | |

of the Northern Midlands Council

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)

REGISTERED

Land Titles Office Use Only

19 JUL 2019

DEPUTY
RECORDER OF TITLES

THE BACK OF THIS FORM MUST NOT BE USED

PIN OR STAPLE HERE DO NOT GUM THIS FORM TO THE INSTRUMENT

ANNEXURE PAGE

PAGE 2 OF 2 PAGES Vol. 141990 Fol. 2

| DESCRIPTION OF LAND | | | |
|-----------------------|-------|--------|-------|
| Folio of the Register | | | |
| Volume | Folio | Volume | Folio |
| 236968 | 1 | 102278 | 1 |
| 169250 | 1 | 102278 | 2 |
| 11182 | 1 | 49065 | 1 |
| 173173 | 1 | 115588 | 4 |
| 173174 | 1 | 27683 | 1 |
| 115588 | 1 | 226351 | 1 |
| 125794 | 2 | 125795 | 3 |
| 156925 | 1 | 125793 | 1 |
| 114791 | 1 | 129212 | 1 |
| 152765 | 1 | 114792 | 2 |
| 236965 | 1 | 169251 | 1 |
| 169249 | 1 | 252478 | 6 |
| 123618 | 1 | 212720 | 19 |
| 123617 | 1 | 140152 | 1 |
| 236966 | 1 | 147755 | 2 |
| 140153 | 2 | 229248 | 1 |
| 229246 | 1 | 229249 | 1 |
| 107001 | 1 | 229245 | 1 |
| 227961 | 1 | 107001 | 2 |
| 229247 | 3 | 248728 | 2 |
| 248728 | 1 | 248727 | 2 |
| 103206 | 2 | 129213 | 1 |
| 248727 | 1 | 36419 | 1 |
| 125956 | 1 | 36419 | 2 |

NOTE:- Every annexed page 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.

Version 1

THE BACK OF THIS PAGE MUST NOT BE USED



AGREEMENT UNDER PART 5 LAND USE PLANNING AND APPROVALS ACT 1993

| THIS AGREEN | AENT is made on theS."day of |
|----------------|--|
| <u>BETWEEN</u> | NORTHERN MIDLANDS COUNCIL of Longford in Tasmania ("Council") |
| AND | THE DOMINANT LAND OWNERS of the Macquarie Settlement Irrigation Pipeline (as set out in Schedule 1 herein) C/- Robert Peter Henry of 767 Delmont Road Cressy in Tasmania |
| AND | THE SERVIENT LAND OWNERS of the Macquarie Settlement Irrigation Pipeline (as set out in Schedule 2 herein) |

BACKGROUND

- A. The Dominant Land Owners (or, in some cases, associates of the Dominant Land Owners) have formed a partnership known as the "Macquarie Settlement Irrigation Pipeline Partnership" for the purpose of constructing and laying a Pipeline to take water from Hydro-Electric Corporation's Poatina Reregulation Pond situated at the end of the Poatina tailrace in Brumby's Creek to the Macquarie River.
- B. In September 2008 the Dominant Owners (or their associates, as the case may have been) entered into Agreements to Grant Easements with the Servient Land Owners to allow for the building of the Pipeline and the right to use and maintain it thereafter on the various Servient Lands. For clarity, it is noted that some Dominant Land Owners are also Servient Land Owners, in that they (or their associates) are members of the said Partnership, and the Pipeline runs through their property.
- C. A planning permit (P08-330) was granted by Council with respect to the pump shed (irrigation) at the south eastern corner of the Hydro-Bicotayic Diano is a true and correct copy of the original sighted

by me at and ... on the 8 November 2018

BRONWYN RIGBY
C/- 13 Smith Street, Longford 7301
Justice of the Peaca no. 5282 for Tasmania

- D. The Pipeline has been constructed and has been eommissioned. At various points along its route the Pipeline has been installed under local highways under the control of Council as the highway authority, with Council's permission; namely Poatina Road, Lake River Road, Macquarie Road & Delmont Road.
- E. The Dominant Land Owners initially envisaged registering a series of transfers between themselves and the Servient Land Owners; however the logistics of preparing, executing and registering a 40-50 page easement order, together with 70 separate transfers of easement forms, has made that task impractical
- F. This Agreement provides the Dominant Land Owners and the Servient Land Owners with Pipeline rights and obligations having the effect of an easement created under section 105 of the Land Titles Act 1980. It also provides Council with indemnity where the Pipeline passes under the four local highways.
- G. Without limiting any operation or effect which this Agreement otherwise has, the Council and the Servient Owners acknowledge that this Agreement is made under Part 5 of the Act (and in particular section 71) with the intent that the burden of the Servient Owners covenants run with the land as provided for by section 79 of the Act.
- H. The parties enter this agreement:
 - (a) To give effect to the permit; and
 - (b) To provide for the matters set out in section 72(2) of the Act.

1. Interpretation & Definitions

1.1 Definitions

In this agreement-

"Act" is the Land Use Planning & Approvals Act 1993.

"Agreements to Grant Easement" means the various agreements entered into between the Dominant Land Owners (or associates of the Dominant Land Owners) and the Servient Land Owners in or about September 2008 by which the Servient Land Owners agreed to grant the Pipeline Easement to the Dominant Land Owners, on the terms and conditions more particularly contained therein;

"Authorised Person" means a Dominant Land Owner, or a person authorised by a Dominant Land Owner, and includes all contractors, employees, agents and licensees of a Dominant Land Owner;

"Dominant Land" means the land comprised in each of the folios of the Register set out in Schedule 1 which is being granted a Pipeline Easement;

- "Dominant Land Owner" means a registered proprietor of Dominant Land;
- "Easement Land" means those parts of the Servient Land variously marked "Pipeline Easement 10.00 Wide" & "Pipeline Easement 20.00 Wide" on the Plan;
- "The Miscellaneous Act" is the Local Government (Building & Miscellaneous Provisions) Act 1993;
- "Mortgagee" includes a reference to any encumbrancee or any other person which has a registered interest in either the Dominant Land or the Servient Land;
- "Permit" is the permit referred to in Recital C;
- "Pipeline" means the pipe or pipes installed for the purpose of conveying water from the Hydro-Electric Corporation's Poatina Reregulation Pond at the end of the Poatina tail race to the Lake and Macquarie Rivers and parts in between; including fittings, valves, air valves, metering devices and all other ancillary equipment including equipment used for the pumping of water;
- "Pipeline Easement" means the rights granted by a Servient Land Owner to a Dominant Land Owner having the effect of an easement created under Section 105 of the Land Titles Act 1980 and as more particularly set out in Schedule 3;
- "Plan" means the plan registered at the Land Titles Office No. 160282;
- "Planning scheme" is the Northern Midlands Planning Scheme 1995 and any amendment, modification or replacement of that scheme made pursuant to the provisions of the Act;
- "Servient Land Owner" means a registered proprietor of Servient Land:
- "Servient Land" means the land comprised in each of the folios of the Register set out in Schedule 2 which is subject to a Pipeline Easement.

1.2 Interpretation

In this agreement:

- (a) A reference to the Council includes a reference to any new council which has jurisdiction in respect of the land established pursuant to part 2 of the Local Government Act 1993 or any other legislation or proclamation;
- (b) A reference to the owner includes its assignees and any person bound by the covenants in it as provided for in Section 79 of the Act;
- (c) A reference to this Agreement in another instrument is a reference to this Agreement as amended, varied, novated or substituted from time to time;
- (d) A reference to a statute, ordinance, code, law or planning scheme includes a

- reference to such document as amended or substituted from time to time;
- (e) A reference to a person or party includes that persons executors,
 administrators, successors, substitutes (including persons taking by novation),
 transferees, assigns and any person deriving title under such a person;
- (f) Words and expressions used both in this Agreement and in the Act, the Local Government Act 1993 or the Miscellaneous Act have the same meanings as they have in those Acts;
- (g) Words and expressions used both in this Agreement and in the planning scheme have the same meanings as they have in the planning scheme.

2. Grant of Easement

- 2.1 The Servient Land Owners grant the Dominant Land Owners a Pipeline Easement over the Easement Land.
- 2.2 The Dominant Land Owners agree to use the easement in accordance with the provisions set out in Schedule 3.
- 2.3 The Dominant Land Owners acknowledge that a Servient Land Owner may be permitted to draw water from the Pipeline in accordance with the terms of that Servient Land Owner's Agreement to Grant Easement. That use is acknowledged by each Servient Land Owner as arising pursuant to their Agreement to Grant Easement and is subject to the provisions set out in Schedule 4.
- 2.4 The Dominant Land Owners agree that they will maintain the Pipeline and keep it in good repair.
- 2.5 The Servient Land Owners agree that nothing in this Agreement detracts from their obligation to grant a registered easement over their respective lands if and whenever called upon by the Dominant Land Owners so to do, provided only that the costs and expenses of such registration is to be borne by the Dominant Land Owners requesting that registration.

3. Indemnity to Council

3.1 The Dominant Land Owners agree to make good and repair any damage caused to any Council maintained roads as a result of the use of the Pipeline or any malfunction of the Pipeline and further agree to keep Council indemnified in that regard.

4. Ending of the agreement

- 4.1 This Agreement ends on the first to occur of the following:
 - (a) all parties agree to its ending;
 - (b) it becomes impossible to convey water through the Pipeline for a continuous period of 2 years or longer; or
 - (c) if the Pipeline is abandoned by all the Dominant Land Owners.

5. Dispute resolution

- 5.1 In the event of a dispute between a Dominant Land Owner and a Servient Land Owner as to any matter touching upon the rights created by this Agreement the following provisions will apply.
- 5.2 The Dominant Land Owner and the Servient Land Owner must use all reasonable endeavours to settle the matter in dispute within 7 days of both becoming aware of the dispute.
- 5.3 If the matter is not settled either owner may require that such dispute be resolved by an independent consultant, expert in the area of the matter under dispute, such consultant to be nominated by the President of the Law Society of Tasmania.
- 5.4 In making any determination the consultant will be deemed to be acting as an expert and not as an arbitrator.
- 5.5 Neither owner will be entitled to commence or maintain any action relating to such dispute until it has been referred to and determined by the consultant.
- 5.6 Each owner must ensure that any notice of dispute given under this clause contains full and complete particulars of the matter in dispute so as to ensure that all determinations are expeditiously completed.
- 5.7 The cost of the determination must be paid by the Dominant Land Owner and the Servient Land owner in such proportions as determined by the consultant.

6. Registration

- 6.I The Agreement is to be registered on the folios of the Register to the Dominant Lands and the Servient Lands set out in Schedules I and 2.
- 6.2 The Agreement is binding upon the Dominant Land Owners and the Servient Land Owners and their successors in title.
- 6.3 The Dominant Land Owners agree to pay all costs associated with the stamping and registration of the agreement.

7. Relationship Between the Parties

7.1 Nothing in this Agreement creates the relationship of partnership or of principal and agent or of joint venture between the Council and any of the Dominant Land Owners or Servient Land Owners.

8. Proper Law

8.1 This deed of Agreement is governed by the laws of the State of Tasmania and the parties submit to the non exclusive jurisdiction of those courts and from courts competent to hear appeals therefrom.

9. Reading Down and Severability

9.1 If a provision of this Agreement is void or voidable by a party, unenforceable or illegal but would not be so if read down or severed from the agreement, it must be read down or severed accordingly.

10. Council's Costs

10.1 The Dominant Owners must immediately on demand pay to the Council the Council's costs and expenses (as between solicitor and client) relating to this Agreement and anything done before or after this Agreement for the enforcement of any obligation imposed upon the Dominant Owners under it.

11. Exercise of Powers

11.1 The Council and the Dominant Owner expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council whether in relation to the permit or the land or otherwise and the provisions of this Agreement must be read accordingly.

12. Further Documents

12.1 The Council, the Dominant Owners and the Servient Owners, will do all things and prepare and sign all further documents necessary to give effect to this Agreement and to ensure that this Agreement is fully carried out.

13. Disclosure of this Agreement

13.1 A Servient Land Owner must ensure that at any time before or after the registration of this Agreement where they sell, transfer, dispose of or in any way part with possession of the land, they first disclose the existence of and nature of this Agreement to the Servient Land Owner's successors.

14. Notices

- 14.1 A notice pursuant to this Agreement must be in writing. Notices may be served:
 - (a) personally by leaving them with the party on whom they are to be served at that party's address stated in Clause 14.3; or
 - (b) by pre paid post sent to the address stated in Clause 14.3; or
 - (c) by facsimile (or by any other like method by which a written or recorded message may be sent) directed to the party on whom they are to be served at that party's address stated in Clause 14.3.
- 14.2 Notices are not effective until received by the other party and any such notice is without prejudice to any other mode of receipt, deemed to be received by such other party:
 - (a) if served personally when left at the address of the other party stated in Clause 14.3;
 - (b) when mailed, three business days after being put into the post addressed to such party at that address; and
 - (c) if made by facsimile or any other like method upon the production of a transmission report by a machine from which the transmission was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient stated in Clause 14.3.
- 14.3 The addresses of the parties for service of notices are as follows:

Northern Midlands Council

Dominant Land Owners:

PO Box 156

Mr. R.P. Henry

LONGFORD TAS 7301

767 Delmont Road

Ph: 6397 7303

CRESSY TAS 7302

Facsimile: 6397 7331

Ph: 6398 5122

Servient Land Owners who are not Dominant Land Owners their addresses are as noted in the Second Schedule.

15. Counterparts

15.1 This document may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the document of each party who has executed and delivered that counterpart.

16. Successors in title

- 16.1 The Servient Owners, Dean Andrew Allan and Amanda Jane Allan, enter into this Agreement as the successors in title to the land formerly owned by Henry Arthur Bye and pursuant to the Agreement to Grant Easement between the Henry Arthur Bye and the Dominant Owners.
- 16.2 The Servient Owners Morrison Cressy Pty Ltd enter into this Agreement as the successors in title to the land formerly owned by Aganz Enterprises Pty Ltd and pursuant to the Agreement to Grant Easement between Aganz Enterprises Pty Ltd and the Dominant Owners.
- 16.3 The Dominant Owners GF Rigney, RW Rigney and AG Rigney enter into this Agreement as the successors in title to the partnership interest owned by Skerritt Farms Pty Ltd.
- 16.4 The Dominant Owners D.T. & M.D. Hingston Pty Ltd, R.E. & R.A. Davey Pty Ltd and Stewarton Pty Ltd enter into this Agreement as the successors in title (or as an associate to the successor in title) to the partnership interest formerly owned by Barton Youl Pty Ltd.
- 16.5 The Dominant Owners D.T. & M.D. Hingston Pty Ltd, R.E. & R.A. Davey Pty Ltd and Stewarton Pty Ltd enter into this Agreement as the successors in title (or as an associate to the successor in title) to the partnership interest formerly owned by Francis Leslie Dowling.
- 16.6 The Dominant Owner Woodrising Properties Pty Ltd enters into this Agreement as successor in title to portion of the land formerly owned by R.P. & V.K. Henry and is the associate of Woodrising Properties Unit Trust that acquired a portion of the partnership interest from Symbister Pty Ltd.
- 16.7 The Dominant Owner Stewarton Pty Ltd enters into this Agreement as the successor in title (or as an associate to the successor in title) to a portion of the partnership interest formerly owned by TPI Enterprises Ltd.

EXECUTED AS A DEED

Planning authority certification

EXECUTED COUNCIL



Dominant Land Owner execution

SIGNED SEALED AND DELIVERED ROBERT PETER HENRY in the presence of:

3638 macquare Rd, Cressy

Occupation Business Manager Robert Peter Henry

SIGNED SEALED AND DELIVERED by VINA KATHRYN HENRY in the presence of:

Witness & XXXXIII

Full name Lowetta

Address 3638 macquarie Rd, Crassy Occupation Business Manager

EXECUTED by WOODRISING PROPERTIES PTY LTD pursuant to Section 127 of the

Corporations Act:

(Director)

(Director

Vina Kathryn Henry

EXECUTED by KETTERINGHAM PTY LTD pursuant to Section 127 of the Corporations Act:

(Director)

who is AHO.

| EXECUTED by TPI ENTERPRISES PTY LTD pursuant to Section 127 of the Corporations Act: | (Director) Cole Director |
|---|--|
| EXECUTED by BLAIR ATHOLL PTY LTD pursuant to Section 127 of the Corporations Act: | (Director) Roberton (Sole Director/Sole Secretary) |
| EXECUTED by MT JOY PTY LTD pursuant to Section 127 of the Corporations Act: | (Director) Boylon. |
| , | (Director) (Director) (Director) |
| SIGNED SEALED AND DELIVERED by DAVID HAROLD ARCHER in the presence of: Witness & V. K. Channy Full name Vina Kathern Henry Address 767 Delmont Road, Cressy Occupation Administration Officer | David Harold Archer |
| SIGNED SEALED AND DELIVERED by ELIZABETH JANE ARCHER in the presence of: Witness V. Kalkerry Full name Vina Kathryn Henry Address 767 Delmont Road, Cressy Occupation Administration officer | Elizabeth Jane Archer |
| EXECUTED by DT & MD HINGSTON PTY LTD pursuant to Section 127 of the Corporations Act: | Director) |
| <u>></u> | Director) |

EXECUTED by STEWARTON PTY LTD pursuant to Section 127 of the Corporations Act:

(Sole Director/Sole Secretary,

EXECUTED by RE & RA DAVEY PTY LTD pursuant to Section 127 of the Corporations Act:

(Director)

(Director)

SIGNED SEALED AND DELIVERED by ALLEN GRAEME RIGNEY in the presence of:

Witness & Kechota

Full name Katherine Elizabeth Christie Address 62 Mulgrane st Perth Tasmania Occupation Education Allen Graeme Rigney

SIGNED SEALED AND DELIVERED by ROBERT WILLIAM RIGNEY in the presence of:

Witness & KEChates

Full name Koutherine Elizabeth Christie

Address 62 Mul grave St PeAtr Tasmania

Occupation Education

Robert William Rigney

<u>SIGNED</u> <u>SEALED</u> <u>AND</u> <u>DELIVERED</u> by <u>GEORGE FRANCIS RIGNEY</u> in the presence of:

Witness & KtChetter-

Full name Kuthenine Elizabeth Christie Ge

Address 62 Magrave St Peth Tasmanik

Occupation Education

| SIGNED SEALED AND DELIVERED by DAVID | |
|---|---------------------------------------|
| JOHN DOWNIE in the presence of: | |
| | \mathcal{L} |
| Witness & Sholuntan | & DJ Downie |
| Full name Susam Mary Robertson Address 1028 ms Joy Rd Cressy Occupation Retired | David John Downie |
| Address 1028 mr Joy Rd Crassy | |
| Occupation Retired | |
| and the same | |
| SIGNED SEALED AND DELIVERED by | |
| SUZANNE MARGARET STUART DOWNIE in | |
| the presence of: | acts Downe |
| Witness & Skolenton | Suzanne Margaret Stuart Downie |
| | a spoure. |
| Full name Susan Mary Robertson Address 1028 mt. Joy Rd Crossy | |
| Occupation O. 1 5 7 | |
| Occupation Retired | |
| | |
| EXECUTED by LEVERINGTON PASTORAL | - 110 Da iai |
| EXECUTED by LEVERINGTON PASTORAL PTY LTD pursuant to Section 127 of the | ≥ 1) 7 Downio. |
| • | (Director) |
| PTY LTD pursuant to Section 127 of the | (Director) (al. Malifelt) |
| PTY LTD pursuant to Section 127 of the | (Director) Gole Dillitor |
| PTY LTD pursuant to Section 127 of the | |
| PTY LTD pursuant to Section 127 of the | (Director) |
| PTY LTD pursuant to Section 127 of the Corporations Act: EXECUTED by A & C DOWLING PTY LTD | (Director) |
| PTY LTD pursuant to Section 127 of the Corporations Act: | (Director) a Audrew Dowley |
| PTY LTD pursuant to Section 127 of the Corporations Act: EXECUTED by A & C DOWLING PTY LTD | (Director) |
| PTY LTD pursuant to Section 127 of the Corporations Act: EXECUTED by A & C DOWLING PTY LTD | (Director) Mudrey Dowly (Director) |
| PTY LTD pursuant to Section 127 of the Corporations Act: EXECUTED by A & C DOWLING PTY LTD | (Director) a Audrew Dowley |
| PTY LTD pursuant to Section 127 of the Corporations Act: EXECUTED by A & C DOWLING PTY LTD | (Director) Mudrey Dowly (Director) |
| PTY LTD pursuant to Section 127 of the Corporations Act: EXECUTED by A & C DOWLING PTY LTD | (Director) Douly (Director) Marship |

| Servient Land | Owner | execution |
|---------------|-------|-----------|
|---------------|-------|-----------|

| EXECUTED by MORRISON CRESSY PTY LTD pursuant to Section 127 of the Corporations Act: | & Winn |
|---|---|
| EXECUTED by PISA PTY LTD pursuant to Section 127 of the Corporations Act: | (Director) (Director) An. A. Marison. |
| | (Director) (Director) |
| SIGNED SEALED AND DELIVERED by GORDON JOHNSON MALCOLM BAYLES in the presence of: Witness & V.K. Henry Full name Vina Kathryn Henry Address 767 Oelmont Road Cressy Occupation Administration Officer: | Sordon Johnson Malcolm Bayles |
| SIGNED SEALED AND DELIVERED by SUZANNE ELIZABETH BAYLES in the presence of: Witness & V. K. dlemy Full name Vina Kathryn Henry Address 767 Delmont Road, Cressy Occupation Administration Officer. | Suzanne Elizobeth Bayles |
| Paramete decision 127 of the Corporations Act: | Director) Director) |

| EXECUTED by MRP PTY LTD pursuant to Section 127 of the Corporations Act: | agnichael of Baylo. |
|--|---------------------|
| | (Director) |
| | Robert B Bayles. |
| | (Director) |
| EXECUTED by MT JOY PTY LTD pursuant to Section 127 of the Corporations Act: | michael g Rayles. |
| | (Director) |
| | Robert B Bayles. |
| | (Director) |
| EXECUTED by RE & RA DAVEY PTY LTD pursuant to Section 127 of the Corporations Act: | * Rh Day / |
| Parameter Section 127 of the Corporations Act; | (Director) |
| | & Ra Oaver |
| | (Director) |
| SIGNED SEALED AND DELIVERED by DEAN ANDREW ALLAN in the presence of: | |
| Witness & U.K. Henry | 8 / (M) |
| Witness & U.K. Henry Full name Vina Kathryn Henry Address 767 Delmont Road, Cressy | Delay/Andrew Allan |
| Occupation Administration Officer | |
| SIGNED SEALED AND DELIVERED by | |
| AMANDA JANE ALLAN in the presence of: | 310 |
| Witness & V.K. Wenny. Full name Vina Kathryn Henry Address 717 Date 1 2 1 Control | a A Allen. |
| Full name Vina Kathryn Henry | Amanda Jane Allan |
| 161 Delmont Road, Cressy | |
| Occupation Administration Officer. | |

The following Mortgagees consent to and agree to be bound by the covenants and other terms and conditions contained in this Agreement as testified by their execution hereof.

Executed by Commonwealth Bank of Australia:

SIGNED SEALED AND DELIVERED for and on behalf of COMMONWEALTH BANK OF AUSTRALIA by its Attorney

under Registration Power of Attorney No. 72/6177
who certifies that he/she is SENIOR COANTENANT OF THE COANTENANT OF THE

of the COMMONWEALTH BANK OF AUSTRALIA and declares that he/she has received no notice of revocation of the said Power of Attorney and in the presence of:

Bank Officer, Sydney

Monika Eshoัเ

150 George Street Parramatta NSW 2150

POWER OF Atto MeyApprovally Rabobank Australia Limited Only COVERS the Land Encumbered by Rabobank Australia Limited. Encompered by

Signed by RABOBANK AUSTRALIA LIMITED by its attorneys Felicia Tung Senior. attomays

Felicia Tung

Senior Manag

and

BENJAMIN MOMENT

who respectively state at the time of executing this instrument "Senior Manager they have no notice of the revocation of the Power of Attorney registered number 21514 under the authority of which they have executed this instrument.

Witness:

san Olsson

Credit Officer

Signed by Bart McCullach (Againosiness Hanager) under Power of Attorney 684 on behalf

uelloces

of ANZ Banking Group Limited.

EN TEALAND BANKIN **69 BRISBANE STREET LAUNCESTON TAS** 4CN 005 357 522

TASMANIA DEVELOPMENT & RESOURCES

Executed by MICHAEL MANN Pursuant to a delegation by the Authority under Section 19 of the Tasmanian Development Act 1983

in the presence of:

AMANDO SPARGO

SCHEDULE 1

Dominant Land Owners & folios of the Register being granted a right over the Pipeline Easement shown on Plan 160282

Robert Peter Henry & Vina Kathryn Henry Folio of the Register volume 49065 folio 1 Folio of the Register volume 11182 folio 1 Folio of the Register volume 115588 folio 4 Folio of the Register volume 173173 folio 1 Folio of the Register volume 173174 folio 1

Woodrising Properties Pty Ltd Folio of the Register volume 27683 folio 1 Folio of the Register volume 115588 folio 1

Ketteringham Pty Ltd Folio of the Register volume 125795 folio 3 Folio of the Register volume 125794 folio 2 Folio of the Register volume 125793 folio 1

TPI Enterprises Ltd Folio of the Register volume 156925 folio 1

Blair Atholl Pty Ltd Folio of the Register volume 129212 folio 1

Mt. Joy Pty Ltd Folio of the Register volume 114791 folio 1 Folio of the Register volume 114792 folio 2 Folio of the Register volume 152765 folio 1 Folio of the Register volume 102278 folio 2

David Harold Archer and Elizabeth Jane Archer Folio of the Register volume 236965 folio 1

DT & MD Hingston Pty Ltd Folio of the Register volume 102278 folio 1 Folio of the Register volume 169249 Folio 1

Stewarton Pty Ltd Folio of the Register volume 169251 folio 1

Allen Graeme Rigney & Robert William Rigney Folio of the Register volume 123618 folio 1

Allen Graeme Rigney
Folio of the Register volume 252478 folio 6
Folio of the Register volume 123617 folio 1
Folio of the Register volume 212720 folio 19
Folio of the Register volume 236966 folio 1

George Francis Rigney, Robert William Rigney and Allen Graeme Rigney

Folio of the Register volume 140152 folio 1

Folio of the Register volume 140153 folio 2

Folio of the Register volume 147755 folio 2

David John Downie

Folio of the Register volume 229246 folio 1

Folio of the Register volume 229248 folio 1

Folio of the Register volume 107001 folio 1

Folio of the Register volume 229249 folio 1

Folio of the Register volume 227961 folio 1

Folio of the Register volume 229245 folio 1

Folio of the Register volume 229247 folio 3

Folio of the Register volume 107001 folio 2

Folio of the Register volume 248728 folio 1

Folio of the Register volume 248728 folio 2

Folio of the Register volume 103206 folio 2

Folio of the Register volume 248727 folio 2

Folio of the Register volume 248727 folio 1

David John Downie & Suzanne Margaret Stuart Downie

Folio of the Register volume 129213 folio 1

Folio of the Register volume 125956 folio 1

Leverington Pastoral Pty Ltd

Folio of the Register volume 36419 folio 1

Folio of the Register volume 36419 folio 2

A & C Dowling Pty Ltd

Folio of the Register volume 101914 folio 1

Folio of the Register volume 141990 folio 2

MRP Pty Ltd

Folio of the Register volume 136178 folio 2

Folio of the Register volume 236968 folio 1

R. E. & R. A. Davey Pty Ltd

Folio of the Register volume 226351 folio 1

Folio of the Register volume 169250 folio 1

SCHEDULE 2

Servient Land Owners & folios of the Register through which the Pipeline passes and over which rights are being granted

Morrison Cressy Pty Ltd "Forest Vale" 5467 Poatina Road Cressy 7302 Folio of the Register volume 110104 folio 8 Being the land marked AB & CD on Plan 160282

Dean Andrew Allan and Amanda Jane Allan "Pine Vale" 5147 Poatina Road Cressy 7302 Folio of the Register volume 203615 folio 1 Being the land marked DE on Plan 160282

Gordon Malcolm Johnson Bayles and Suzanne Elizabeth Bayles "Little Forest" 4149 Macquarie Road Cressy 7302 Folio of the Register volume 227351 folio 1 Being the land marked EF & GH on Plan 160282

Pisa Pty. Ltd.
"Pisa" 3979 Macquarie Road Cressy 7302
Folio of the Register volume 165631 folio 2
Being the land marked JK & LM on Plan 160282

A & C Dowling Pty Ltd Folio of the Register volume 101914 folio 1 Being the land marked MN, VW & XY on Plan 160282

A & C Dowling Pty Ltd Folio of the Register volume 141990 folio 2 Being the land marked NO on Plan 160282

MRP Pty Ltd Folio of the Register volume 136178 folio 2 Being the land marked OP on Plan 160282

MRP Pty Ltd Folio of the Register volume 236968 folio 1 Being the land marked PQ on Plan 160282

Mt. Joy Pty. Ltd. Folio of the Register volume 102278 folio 2 Being the land marked RS on Plan 160282

R. E. & R. A. Davey Pty Ltd Folio of the Register volume 169250 folio 1 Being the land marked ST on Plan 160282

SCHEDULE 3

"PIPELINE EASEMENT" means the full, free right and liberty for a Dominant Land Owner with others and machinery-

- to enter upon the Easement Land with workers, machinery and vehicles to lay a
 Pipeline along, through and under the said land for the purpose of drawing water
 through the said pipes to provide a supply of water to the Dominant Land; and
- 2. to inspect, cleanse, maintain, operate and repair the said infrastructure provided that the rights granted are exercised in a proper manner so as to cause as little inconvenience as possible and to do as little damage as practicable to the said land

PROVIDED THAT:

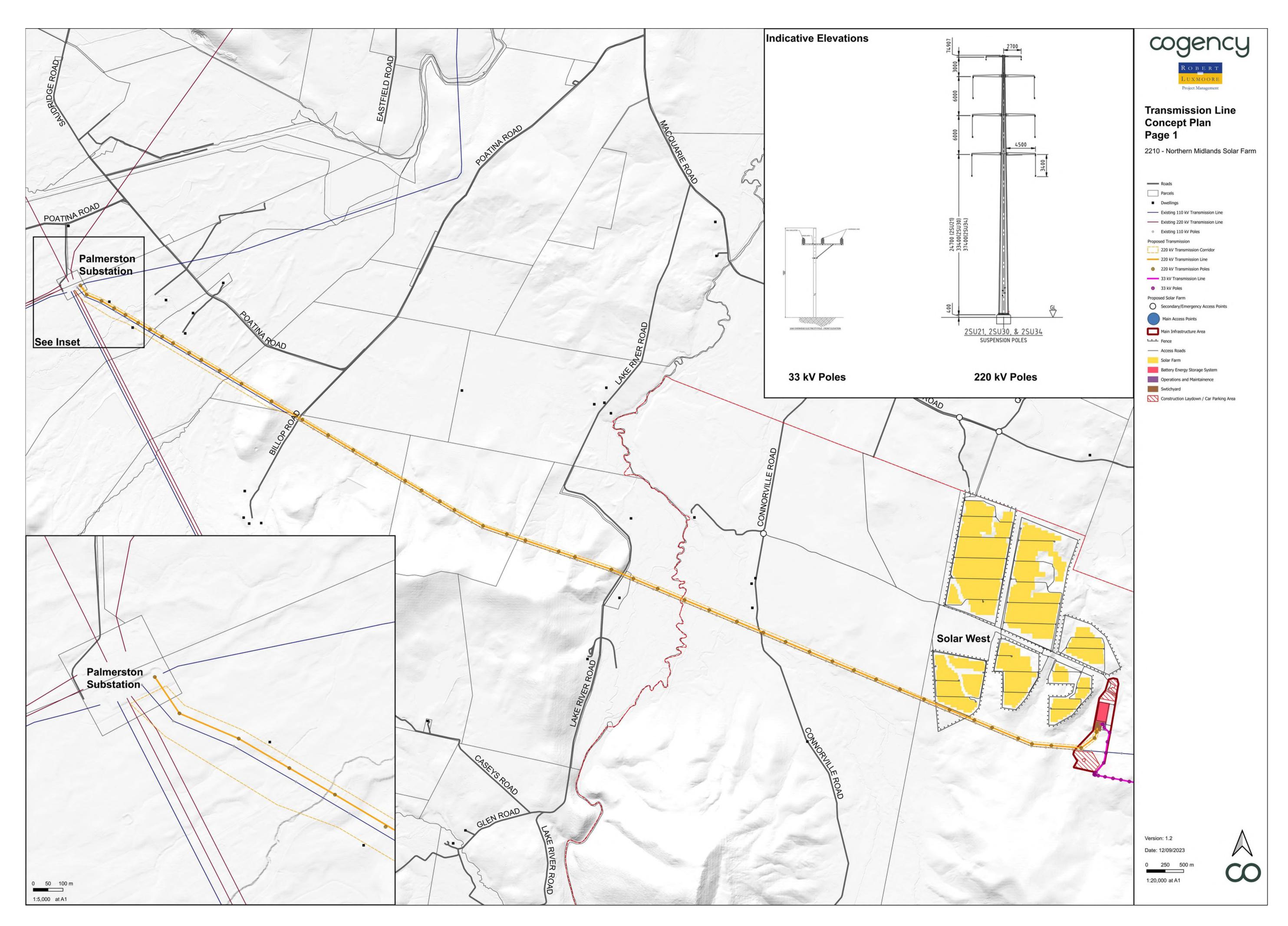
- 1. Each Dominant Land Owner, who or which, enjoys the benefit of this easement (collectively called the "Macquarie Settlement Pipeline Partners") must appoint an Authorised Person to act on their behalf
- 2. The Dominant Land Owners must advise the Servient Land Owners should the name of the Authorised Person be changed from time to time
- 3. That except in cases of emergency the Authorised Person is the only person, apart from workers when work is required to be carried out, who is authorised to access the Easement Land
- 4. That except in cases of an emergency, the Servient Land Owner must be given 48 hours notice of the proposed access to the Easement Land
- 5. Any damage to the Easement Land should be kept to a minimum and must be made good by the Dominant Land Owner or the Macquarie Settlement Pipeline Partners
- 6. The Authorised Person, or any other persons lawfully entering on to the Easement Land, must at all times immediately close all gates and fences so as to prevent any livestock from straying
- 7. The Dominant Land Owners must (either themselves or collectively with the Macquarie Settlement Pipeline Partners) indemnify the Servient Owner of the Easement Land for and against any liability, loss or damage, howsoever arising, suffered or incurred by the owner of the Easement Land as a result or by reason of the existence, use or exercise of rights under the easement or the presence of any person on the Easement Land pursuant to the easement

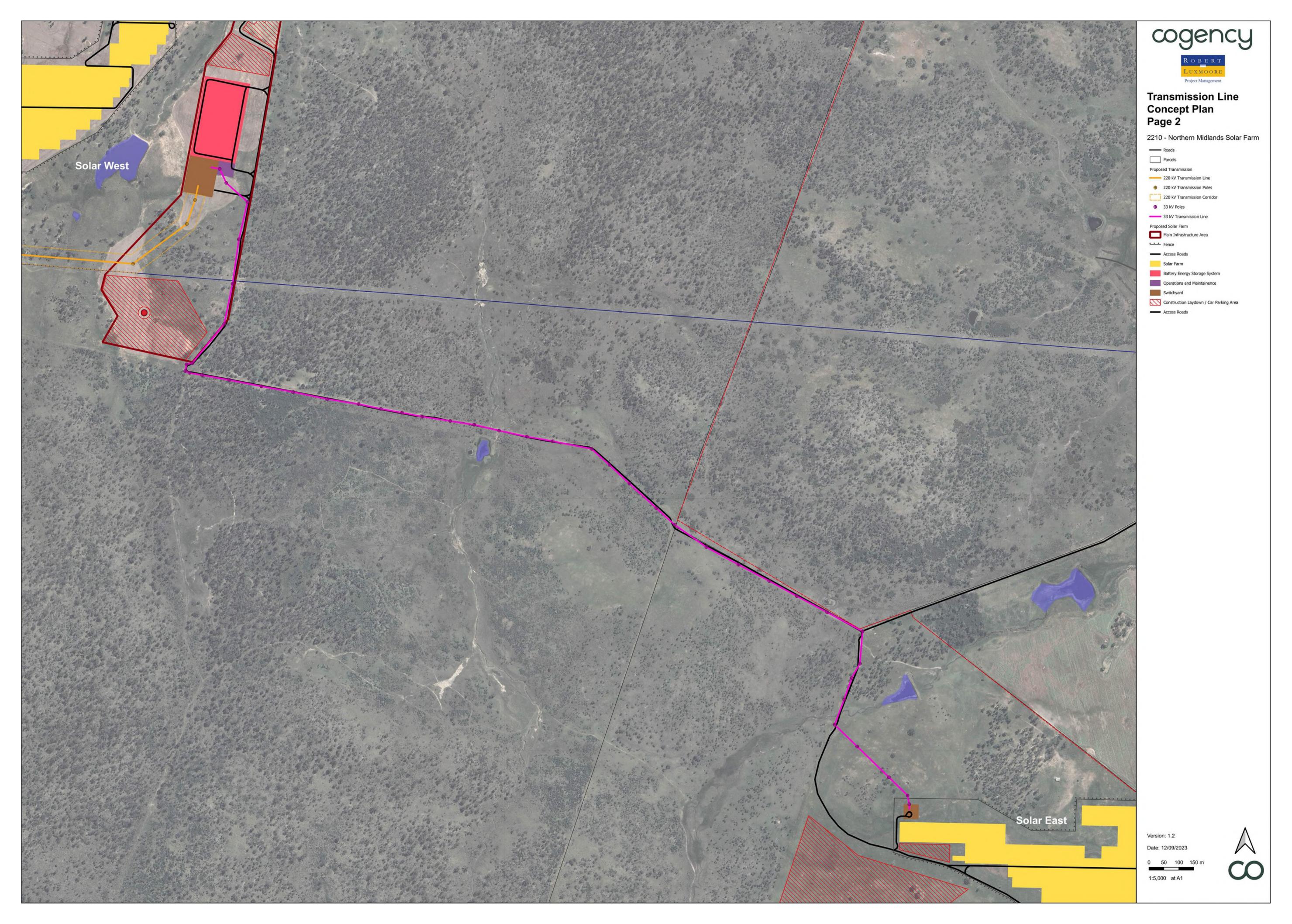
8. The rights so granted must only be exercised in accordance with the partnership agreements made between the Macquarie Settlement Pipeline Partners and the Servient Owners of the Easement Land dated 10 September 2008.

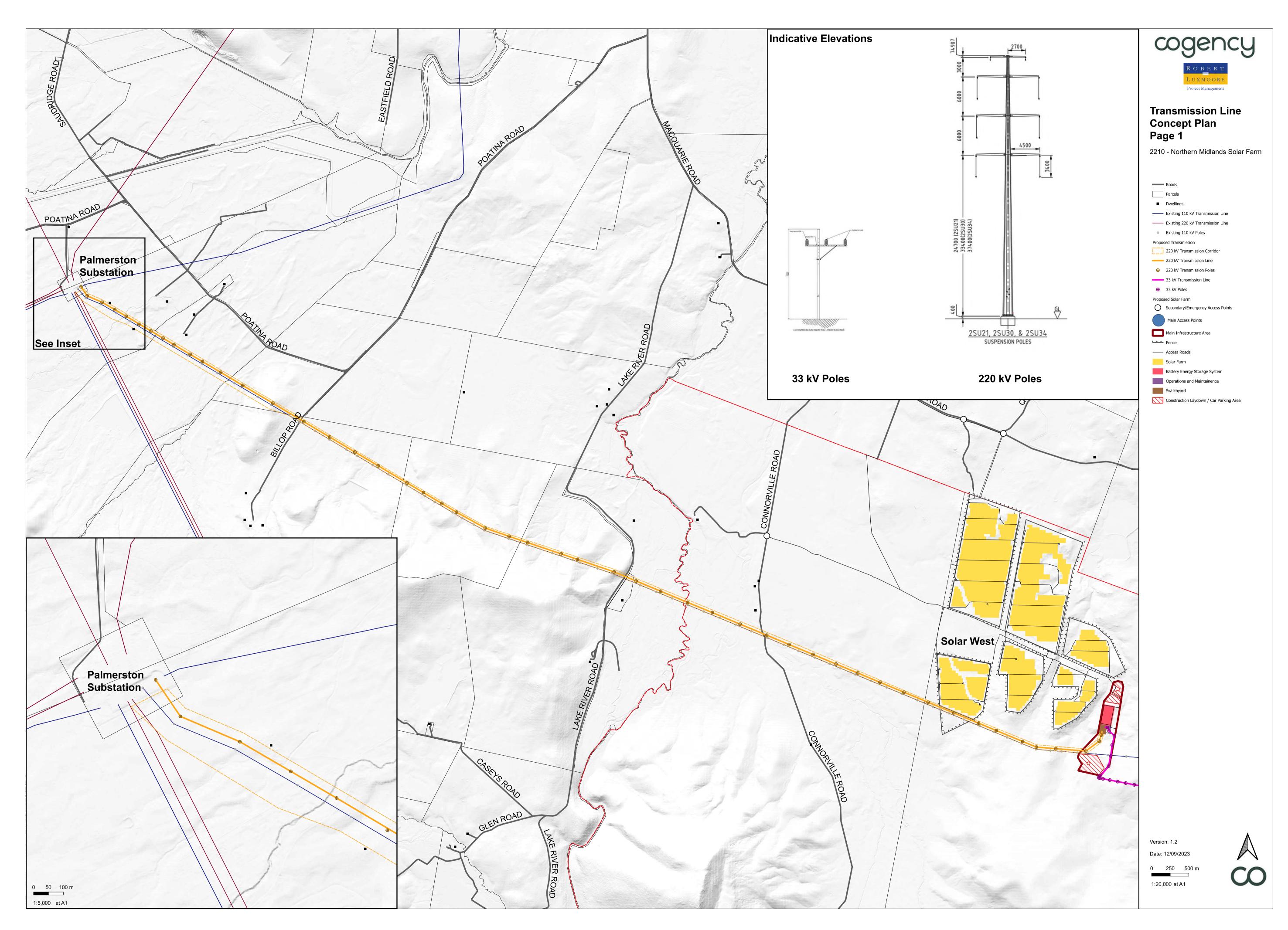
SCHEDULE 4

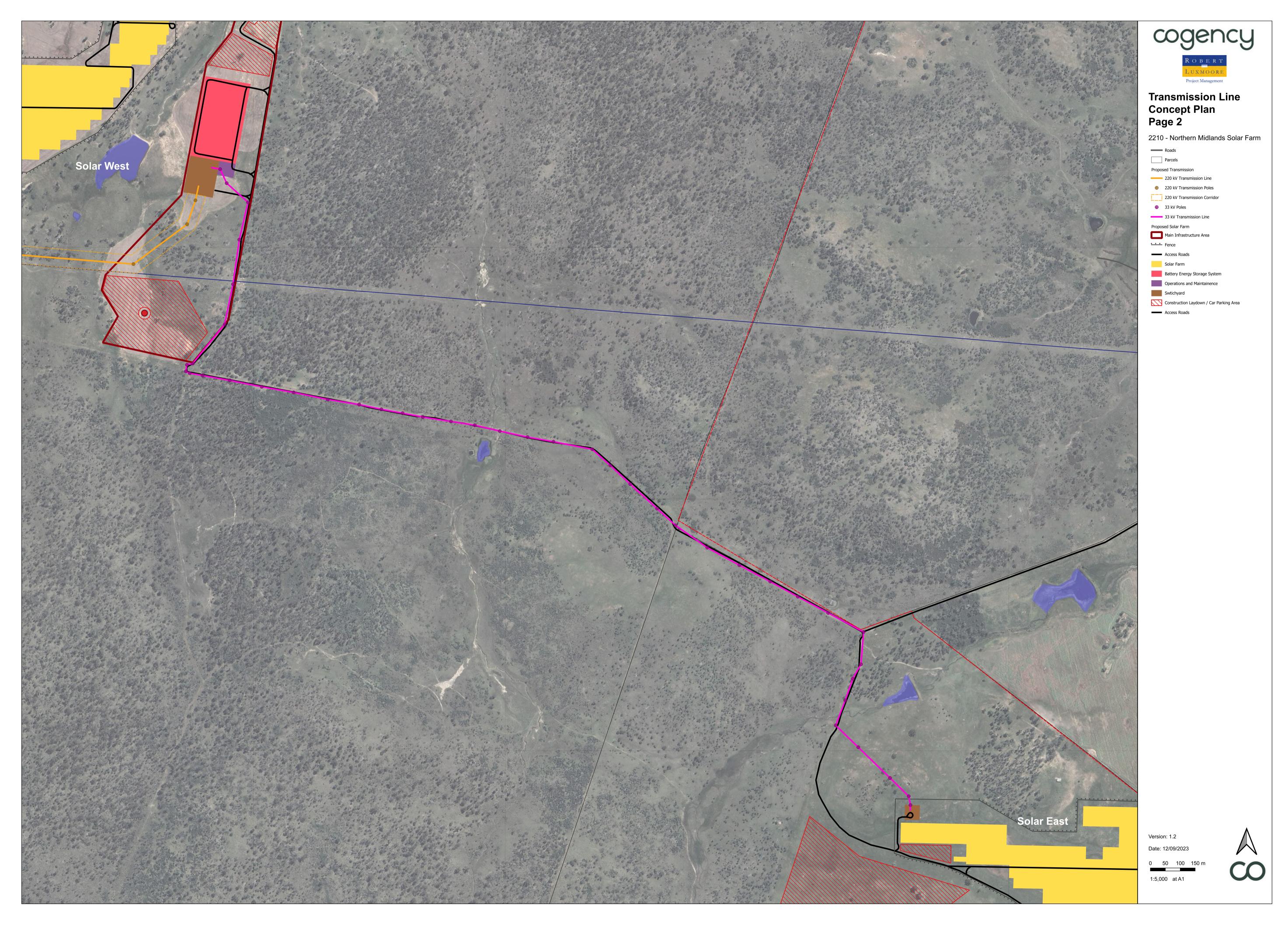
The Servient Land Owners acknowledge that their right to draw water from the Pipeline is not absolute, and is subject to the following-

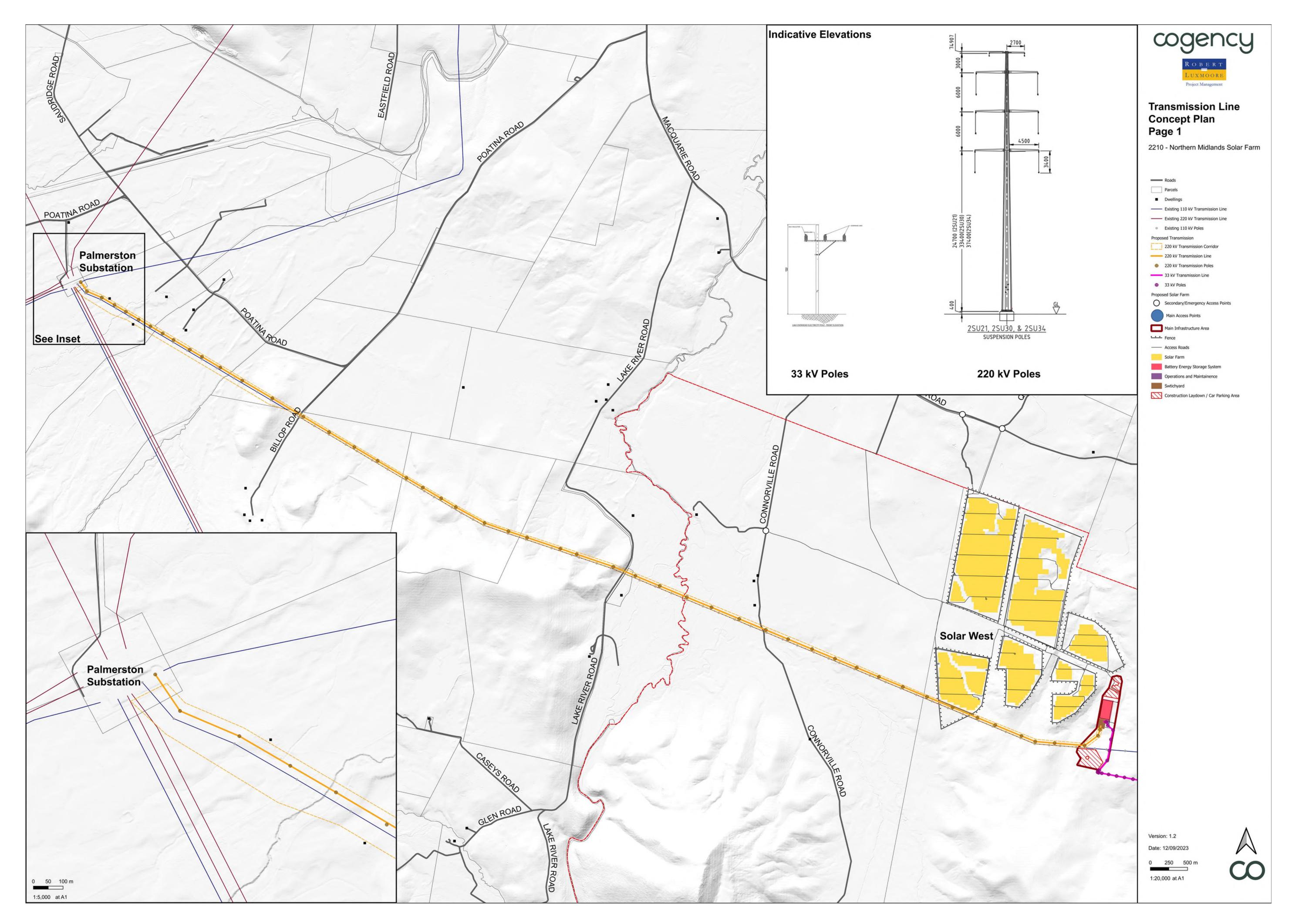
- 1. If the flow, as measured at the Brumby's Creek below Palmers Rivulet (downstream of the outlet of the Hydro-Electric Corporation Reregulation Pond) is less than 750 megalitres per day then the maximum rate of take for the Dominant Land Owner is limited to 40 megalitres per day, in which case the Servient Land Owner's right to take water is reduced proportionately in accordance with all water being taken by the Dominant Land Owner and other owners of land through which the Pipeline passes
- 2. That the drawing of any water does not interfere with Hydro-Electric Corporation's hydro-generation operations
- 3. That neither the Dominant Land Owner, nor Hydro-Electric Corporation, can guarantee that water will be available at all times or at any time for the Servient Land Owner to draw, and nor do they warrant that the water taken will be fit for any purpose
- 4. That the Servient Land Owner must pay for all water that they draw from the Pipeline as stipulated in the Agreement to Grant Easement. The amount payable will be the same amount per megalitre that every other person that draws water from the Pipeline pays

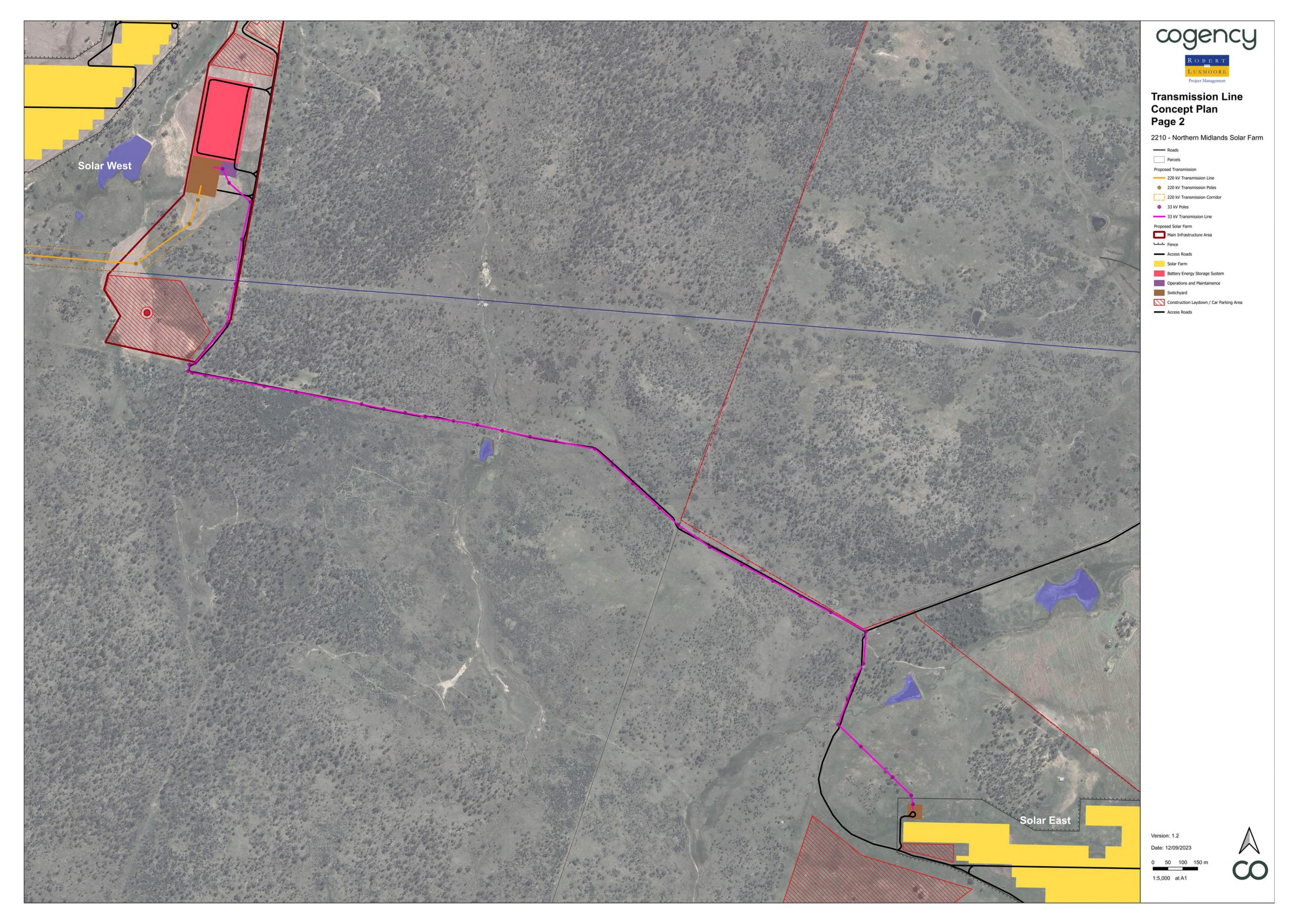


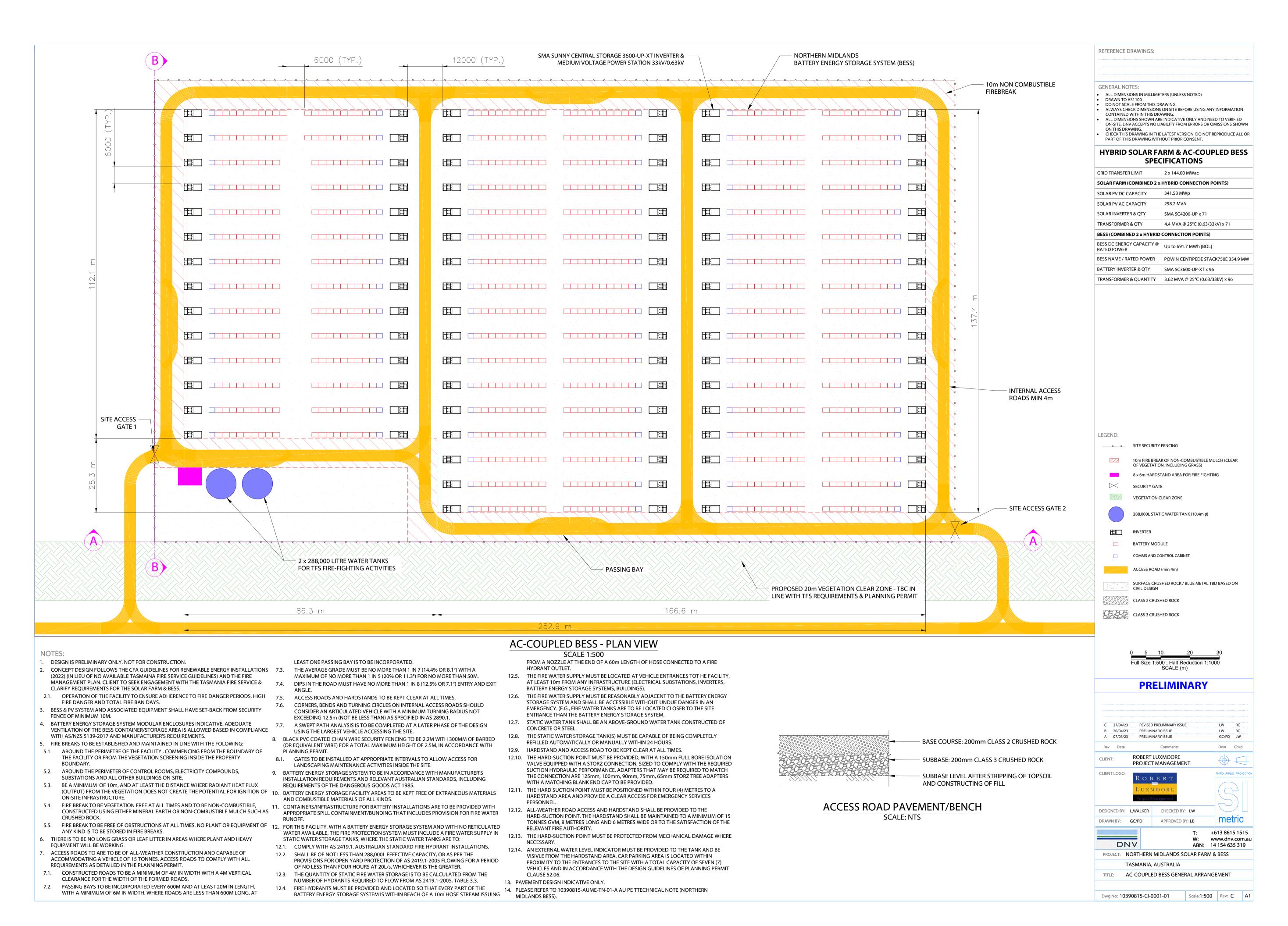












REFERENCE DRAWINGS:

ALL DIMENSIONS IN MILLIMETERS (UNLESS NOTED)

PART OF THIS DRAWING WITHOUT PRIOR CONSENT.

 ALWAYS CHECK DIMENSIONS ON SITE BEFORE USING ANY INFORMATION CONTAINED WITHIN THIS DRAWING. ALL DIMENSIONS SHOWN ARE INDICATIVE ONLY AND NEED TO VERIFIED ON-SITE, DNV ACCEPTS NO LIABILITY FROM ERRORS OR OMISSIONS SHOWN

CHECK THIS DRAWING IN THE LATEST VERSION. DO NOT REPRODUCE ALL OR

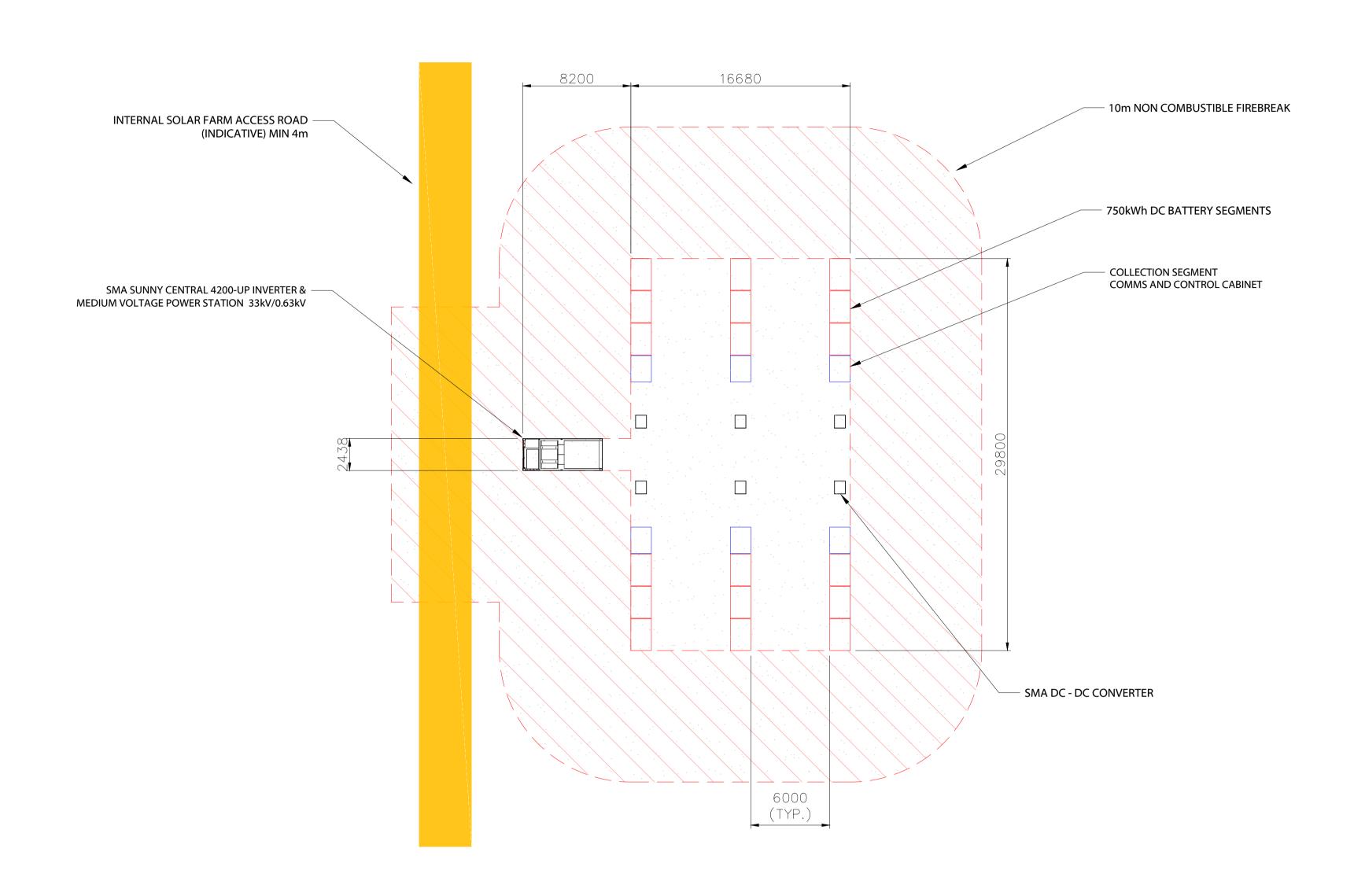
HYBRID SOLAR FARM & DC-COUPLED BESS

GENERAL NOTES:

DRAWN TO AS1100

ON THIS DRAWING.

DO NOT SCALE FROM THIS DRAWING



DC-COUPLED MODULAR BESS (TYP) - PLAN VIEW

NOTES:

- 1. DESIGN IS PRELIMINARY ONLY. NOT FOR CONSTRUCTION.
- 2. CONCEPT DESIGN FOLLOWS THE CFA GUIDELINES FOR RENEWABLE ENERGY INSTALLATIONS 7.3. (2022) (IN LIEU OF NO AVAILABLE TASMAINA FIRE SERVICE GUIDELINES) AND THE FIRE MANAGEMENT PLAN. CLIENT TO SEEK ENGAGEMENT WITH THE TASMANIA FIRE SERVICE & CLARIFY REQUIREMENTS FOR THE SOLAR FARM & BESS.

2.1. OPERATION OF THE FACILITY TO ENSURE ADHERENCE TO FIRE DANGER PERIODS, HIGH

- FIRE DANGER AND TOTAL FIRE BAN DAYS.
- 3. BESS & PV SYSTEM AND ASSOCIATED EQUIPMENT SHALL HAVE SET-BACK FROM SECURITY
- FENCE OF MINIMUM 10M. 4. BATTERY ENERGY STORAGE SYSTEM MODULAR ENCLOSURES INDICATIVE. ADEQUATE VENTILATION OF THE BESS CONTAINER/STORAGE AREA IS ALLOWED BASED IN COMPLIANCE WITH AS/NZS 5139-2017 AND MANUFACTURER'S REQUIREMENTS.
- 5. FIRE BREAKS TO BE ESTABLISHED AND MAINTAINED IN LINE WITH THE FOLOWING: 5.1. AROUND THE PERIMETRE OF THE FACILITY, COMMENCING FROM THE BOUNDARY OF THE FACILITY OR FROM THE VEGETATION SCREENING INSIDE THE PROPERTY
- 5.2. AROUND THE PERIMETER OF CONTROL ROOMS, ELECTRICITY COMPOUNDS, SUBSTATIONS AND ALL OTHER BUILDINGS ON-SITE.
- 5.3. BE A MINIMUM OF 10m, AND AT LEAST THE DISTANCE WHERE RADIANT HEAT FLUX (OUTPUT) FROM THE VEGETATION DOES NOT CREATE THE POTENTIAL FOR IGNITION OF 10. BATTERY ENERGY STORAGE FACILITY AREAS TO BE KEPT FREE OF EXTRANEOUS MATERIALS ON-SITE INFRASTRUCTURE.
- 5.4. FIRE BREAK TO BE VEGETATION FREE AT ALL TIMES AND TO BE NON-COMBUSTIBLE, CONSTRUCTED USING EITHER MINERAL EARTH OR NON-COMBUSTIBLE MULCH SUCH AS
- ANY KIND IS TO BE STORED IN FIRE BREAKS.
- 6. THERE IS TO BE NO LONG GRASS OR LEAF LITTER IN AREAS WHERE PLANT AND HEAVY EQUIPMENT WILL BE WORKING.
- 7. ACCESS ROADS TO ARE TO BE OF ALL-WEATHER CONSTRUCTION AND CAPABLE OF ACCOMMODATING A VEHICLE OF 15 TONNES. ACCESS ROADS TO COMPLY WITH ALL
- REQUIREMENTS AS DETAILED IN THE PLANNING PERMIT. 7.1. CONSTRUCTED ROADS TO BE A MINIMUM OF 4M IN WIDTH WITH A 4M VERTICAL
- CLEARANCE FOR THE WIDTH OF THE FORMED ROADS. PASSING BAYS TO BE INCORPORATED EVERY 600M AND AT LEAST 20M IN LENGTH, WITH A MINIMUM OF 6M IN WIDTH. WHERE ROADS ARE LESS THAN 600M LONG, AT

- LEAST ONE PASSING BAY IS TO BE INCORPORATED. THE AVERAGE GRADE MUST BE NO MORE THAN 1 IN 7 (14.4% OR 8.1°) WITH A MAXIMUM OF NO MORE THAN 1 IN 5 (20% OR 11.3°) FOR NO MORE THAN 50M.
- DIPS IN THE ROAD MUST HAVE NO MORE THAN 1 IN 8 (12.5% OR 7.1°) ENTRY AND EXIT ACCESS ROADS AND HARDSTANDS TO BE KEPT CLEAR AT ALL TIMES.
- CORNERS, BENDS AND TURNING CIRCLES ON INTERNAL ACCESS ROADS SHOULD CONSIDER AN ARTICULATED VEHICLE WITH A MINIMUM TURNING RADIUS NOT EXCEEDING 12.5m (NOT BE LESS THAN) AS SPECIFIED IN AS 2890.1.
- USING THE LARGEST VEHICLE ACCESSING THE SITE. 8. BLACK PVC COATED CHAIN WIRE SECURITY FENCING TO BE 2.2M WITH 300MM OF BARBED (OR EQUIVALENT WIRE) FOR A TOTAL MAXIMUM HEIGHT OF 2.5M, IN ACCORDANCE WITH

7.7. A SWEPT PATH ANALYSIS IS TO BE COMPLETED AT A LATER PHASE OF THE DESIGN

- PLANNING PERMIT. 8.1. GATES TO BE INSTALLED AT APPROPRIATE INTERVALS TO ALLOW ACCESS FOR LANDSCAPING MAINTENANCE ACTIVITIES INSIDE THE SITE.
- 9. BATTERY ENERGY STORAGE SYSTEM TO BE IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION REQUIREMENTS AND RELEVANT AUSTRALIAN STANDARDS, INCLUDING REQUIREMENTS OF THE DANGEROUS GOODS ACT 1985.
- AND COMBUSTIBLE MATERIALS OF ALL KINDS. 11. CONTAINERS/INFRASTRUCTURE FOR BATTERY INSTALLATIONS ARE TO BE PROVIDED WITH
- APPROPRIATE SPILL CONTAINMENT/BUNDING THAT INCLUDES PROVISION FOR FIRE WATER 5.5. FIRE BREAK TO BE FREE OF OBSTRUCTIONS AT ALL TIMES. NO PLANT OR EQUIPMENT OF 12. FOR THIS FACILITY, WITH A BATTERY ENERGY STORAGE SYSTEM AND WITH NO RETICULATED
 - WATER AVAILABLE, THE FIRE PROTECTION SYSTEM MUST INCLUDE A FIRE WATER SUPPLY IN STATIC WATER STORAGE TANKS, WHERE THE STATIC WATER TANKS ARE TO: 12.1. COMPLY WITH AS 2419.1. AUSTRALIAN STANDARD FIRE HYDRANT INSTALLATIONS.
 - 12.2. SHALL BE OF NOT LESS THAN 288,000L EFFECTIVE CAPACITY, OR AS PER THE PROVISIONS FOR OPEN YARD PROTECTION OF AS 2419.1-2005 FLOWING FOR A PERIOD OF NO LESS THAN FOUR HOURS AT 20L/s, WHICHEVER IS THE GREATER.
 - 12.3. THE QUANTITY OF STATIC FIRE WATER STORAGE IS TO BE CALCULATED FROM THE NUMBER OF HYDRANTS REQUIRED TO FLOW FROM AS 2419.1-2005, TABLE 3.3.
 - 12.4. FIRE HYDRANTS MUST BE PROVIDED AND LOCATED SO THAT EVERY PART OF THE BATTERY ENERGY STORAGE SYSTEM IS WITHIN REACH OF A 10m HOSE STREAM ISSUING

FROM A NOZZLE AT THE END OF A 60m LENGTH OF HOSE CONNECTED TO A FIRE HYDRANT OUTLET.

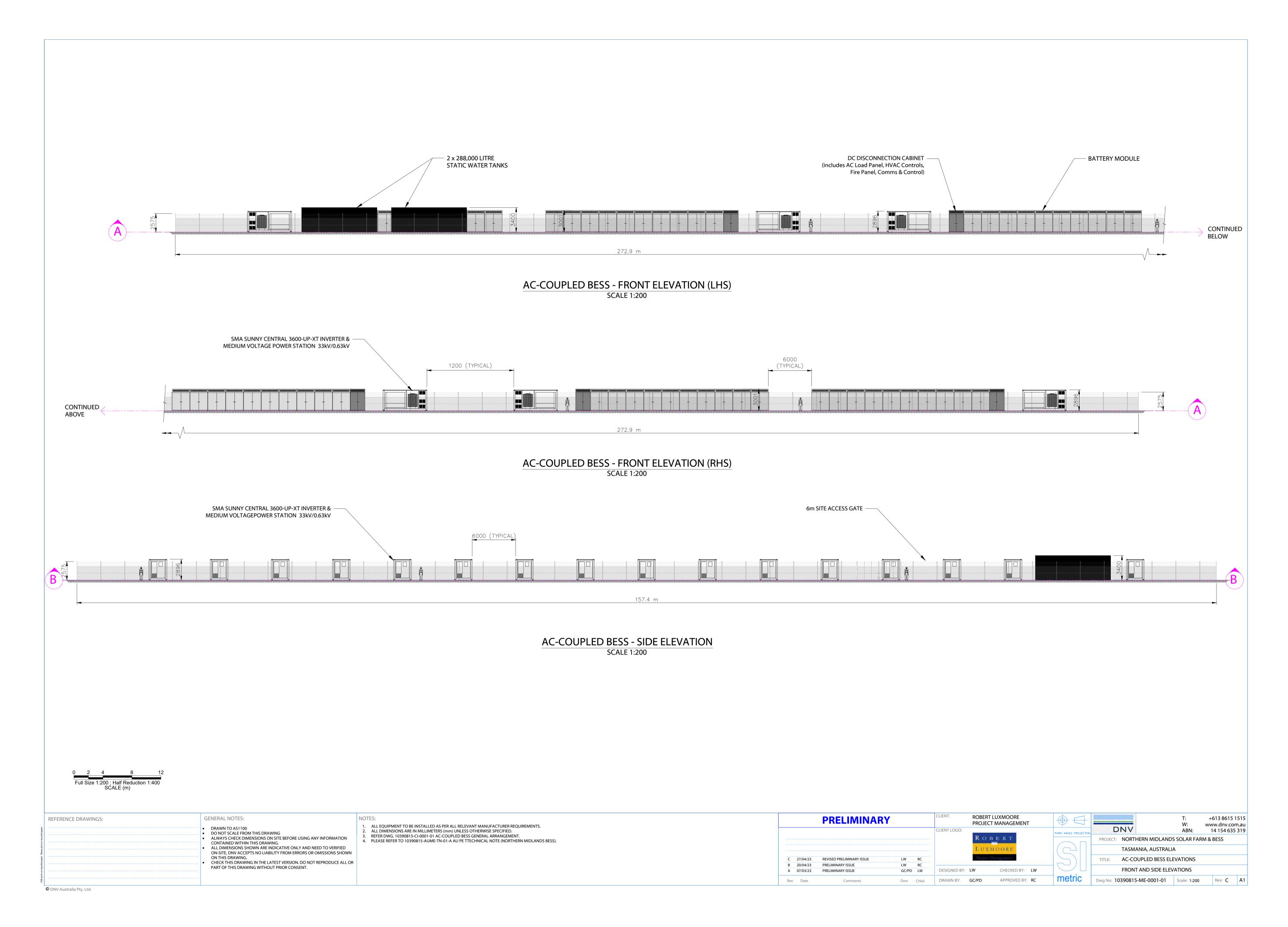
- 12.5. THE FIRE WATER SUPPLY MUST BE LOCATED AT VEHICLE ENTRANCES TOT HE FACILITY, AT LEAST 10m FROM ANY INFRASTRUCTURE (ELECTRICAL SUBSTATIONS, INVERTERS, BATTERY ENERGY STORAGE SYSTEMS, BUILDINGS).
- 12.6. THE FIRE WATER SUPPLY MUST BE REASONABLY ADJACENT TO THE BATTERY ENERGY STORAGE SYSTEM AND SHALL BE ACCESSIBLE WITHOUT UNDUE DANGER IN AN EMERGENCY. (E.G., FIRE WATER TANKS ARE TO BE LOCATED CLOSER TO THE SITE ENTRANCE THAN THE BATTERY ENERGY STORAGE SYSTEM.
- 12.7. STATIC WATER TANK SHALL BE AN ABOVE-GROUND WATER TANK CONSTRUCTED OF CONCRETE OR STEEL.
- 12.8. THE STATIC WATER STORAGE TANK(S) MUST BE CAPABLE OF BEING COMPLETELY
- REFILLED AUTOMATICALLY OR MANUALLY WITHIN 24 HOURS.
- 12.9. HARDSTAND AND ACCESS ROAD TO BE KEPT CLEAR AT ALL TIMES. 12.10. THE HARD-SUCTION POINT MUST BE PROVIDED, WITH A 150mm FULL BORE ISOLATION
- VALVE EQUIPPED WITH A STORZ CONNECTION, SIZED TO COMPLY WITH THE REQUIRED SUCTION HYDRAULIC PERFORMANCE. ADAPTERS THAT MAY BE REQUIRED TO MATCH THE CONNECTION ARE 125mm, 100mm, 90mm, 75mm, 65mm STORZ TREE ADAPTERS WITH A MATCHING BLANK END CAP TO BE PROVIDED.
- 12.11. THE HARD SUCTION POINT MUST BE POSITIONED WITHIN FOUR (4) METRES TO A HARDSTAND AREA AND PROVIDE A CLEAR ACCESS FOR EMERGENCY SERVICES
- 12.12. ALL-WEATHER ROAD ACCESS AND HARDSTAND SHALL BE PROVIDED TO THE HARD-SUCTION POINT. THE HARDSTAND SHALL BE MAINTAINED TO A MINIMUM OF 15 TONNES GVM, 8 METRES LONG AND 6 METRES WIDE OR TO THE SATISFACTION OF THE RELEVANT FIRE AUTHORITY.
- 12.13. THE HARD-SUCTION POINT MUST BE PROTECTED FROM MECHANICAL DAMAGE WHERE NECESSARY.
- 12.14. AN EXTERNAL WATER LEVEL INDICATOR MUST BE PROVIDED TO THE TANK AND BE VISIVLE FROM THE HARDSTAND AREA. CAR PARKING AREA IS LOCATED WITHIN PROXIMITY TO THE ENTRANCES TO THE SITE WITH A TOTAL CAPACITY OF SEVEN (7) VEHICLES AND IN ACCORDANCE WITH THE DESIGN GUIDELINES OF PLANNING PERMIT CLAUSE 52.06.
- 13. PAVEMENT DESIGN INDICATIVE ONLY. 14. PLEASE REFER TO 10390815-AUME-TN-01-A AU PE TTECHNICAL NOTE (NORTHERN
- MIDLANDS BESS).

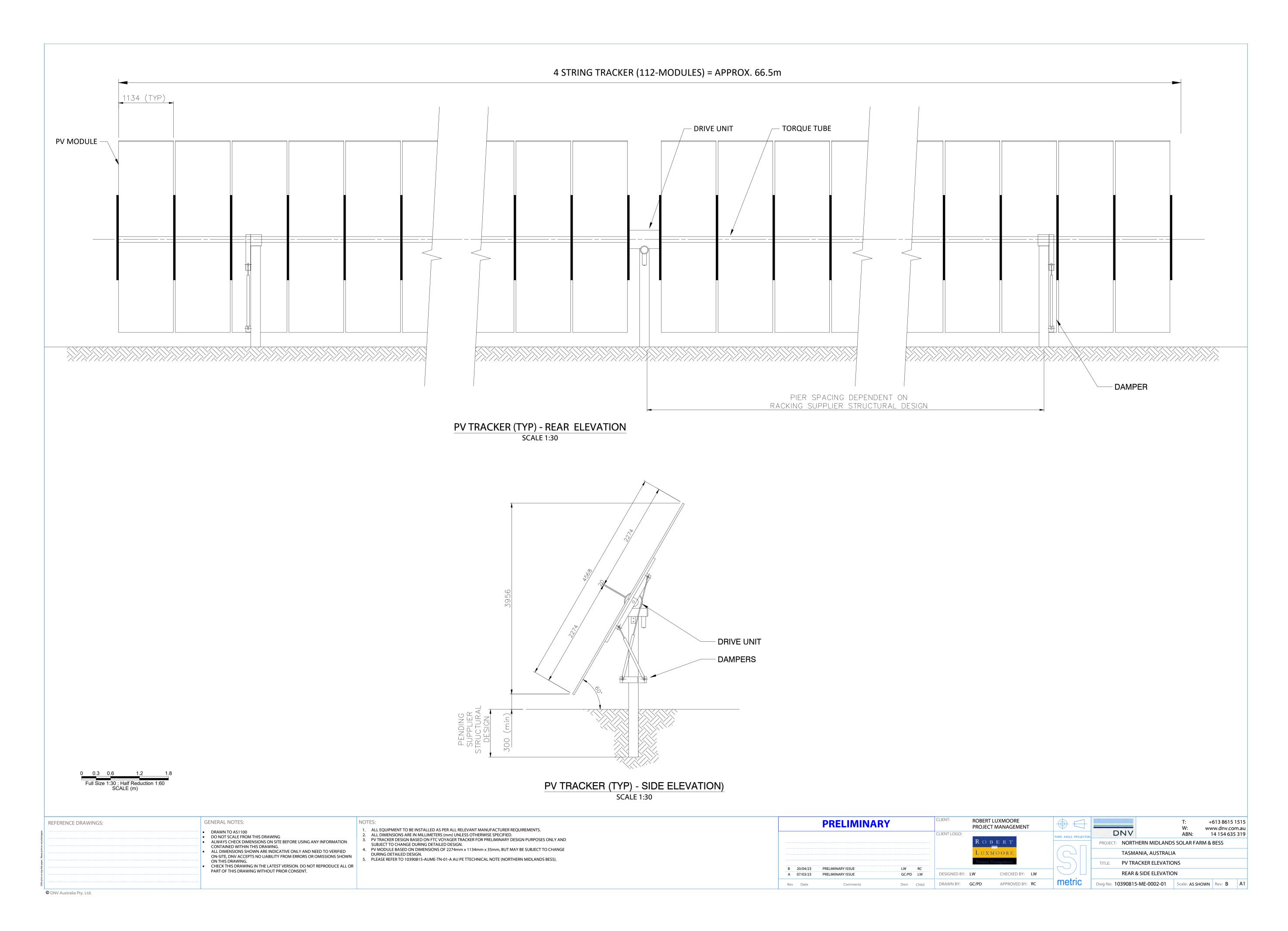
BASE COURSE: 200mm CLASS 2 CRUSHED ROCK SUBBASE: 200mm CLASS 3 CRUSHED ROCK SUBBASE LEVEL AFTER STRIPPING OF TOPSOIL AND CONSTRUCTING OF FILL

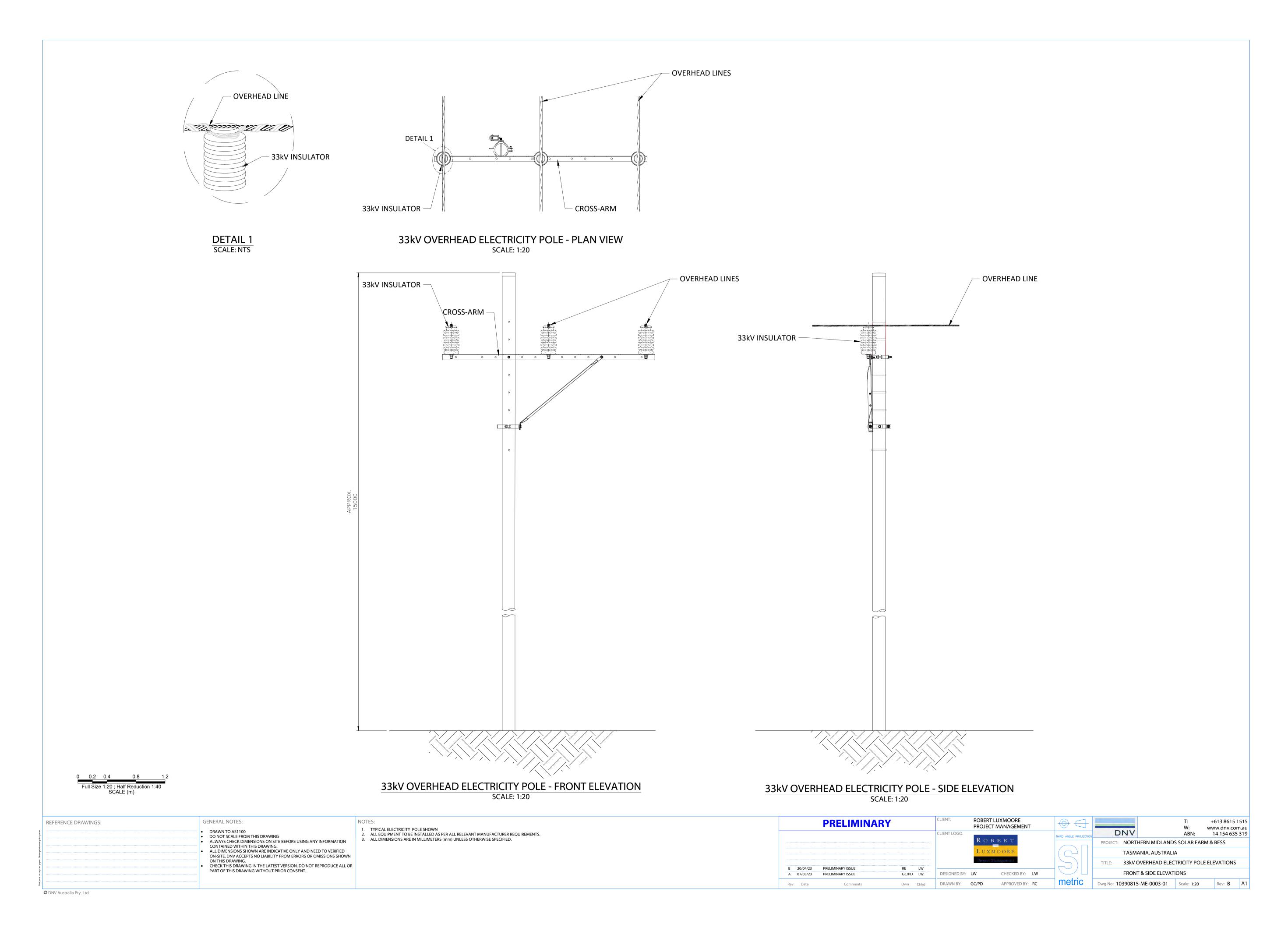
ACCESS ROAD PAVEMENT/BENCH SCALE: NTS

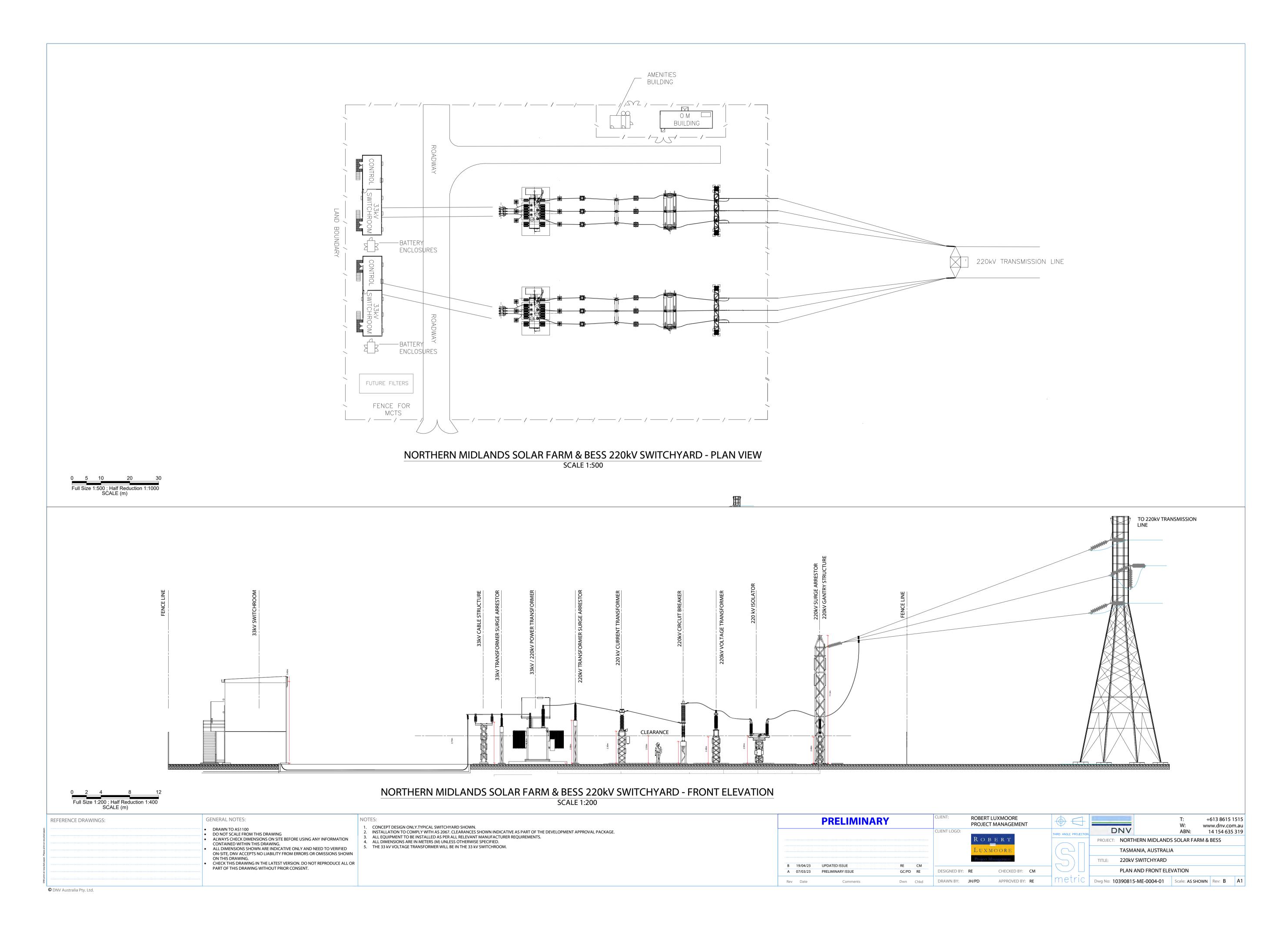
SPECIFICATIONS GRID TRANSFER LIMIT 2 x 144.00 MWac SOLAR FARM (COMBINED 2 x HYBRID CONNECTION POINTS) 341.53 MWp SOLAR PV DC CAPACITY SOLAR PV AC CAPACITY 298.2 MVA SOLAR INVERTER & QTY SMA SC4200-UP x 71 TRANSFORMER & QTY 4.4 MVA @ 25°C (0.63/33kV) x 71 BESS (COMBINED 2 x HYBRID CONNECTION POINTS) BESS DC ENERGY CAPACITY @ Up to 935.6 MWh [BOL] BESS NAME / RATED POWER POWIN CENTIPEDE STACK750E / 311.9 MW BATTERY INVERTER & QTY N/A TRANSFORMER & QUANTITY N/A LEGEND: 10m FIRE BREAK OF NON-COMBUSTIBLE MULCH (CLEAR INVERTER **BATTERY MODULE** COMMS AND CONTROL CABINET □ DC - DC CONVERTER ACCESS ROAD (min 4m) SURFACE CRUSHED ROCK / BLUE METAL TBD BASED ON CLASS 2 CRUSHED ROCK CLASS 3 CRUSHED ROCK SCALE (m) **PRELIMINARY** GC/PD LW PRELIMINARY ISSUE A 07/03/23 ROBERT LUXMOORE CLIENT: PROJECT MANAGEMENT CLIENT LOGO DESIGNED BY: L.WALKER CHECKED BY: LW DRAWN BY: GC/PD +613 8615 1515 www.dnv.com.au DNV ABN: 14 154 635 319 PROJECT: NORTHERN MIDLANDS SOLAR FARM & BESS TASMANIA, AUSTRALIA TITLE: DC-COUPLED BESS GENERAL ARRANGEMENT Dwg No: 10390815-CI-0002-01 Scale:1:200 Rev: B A1

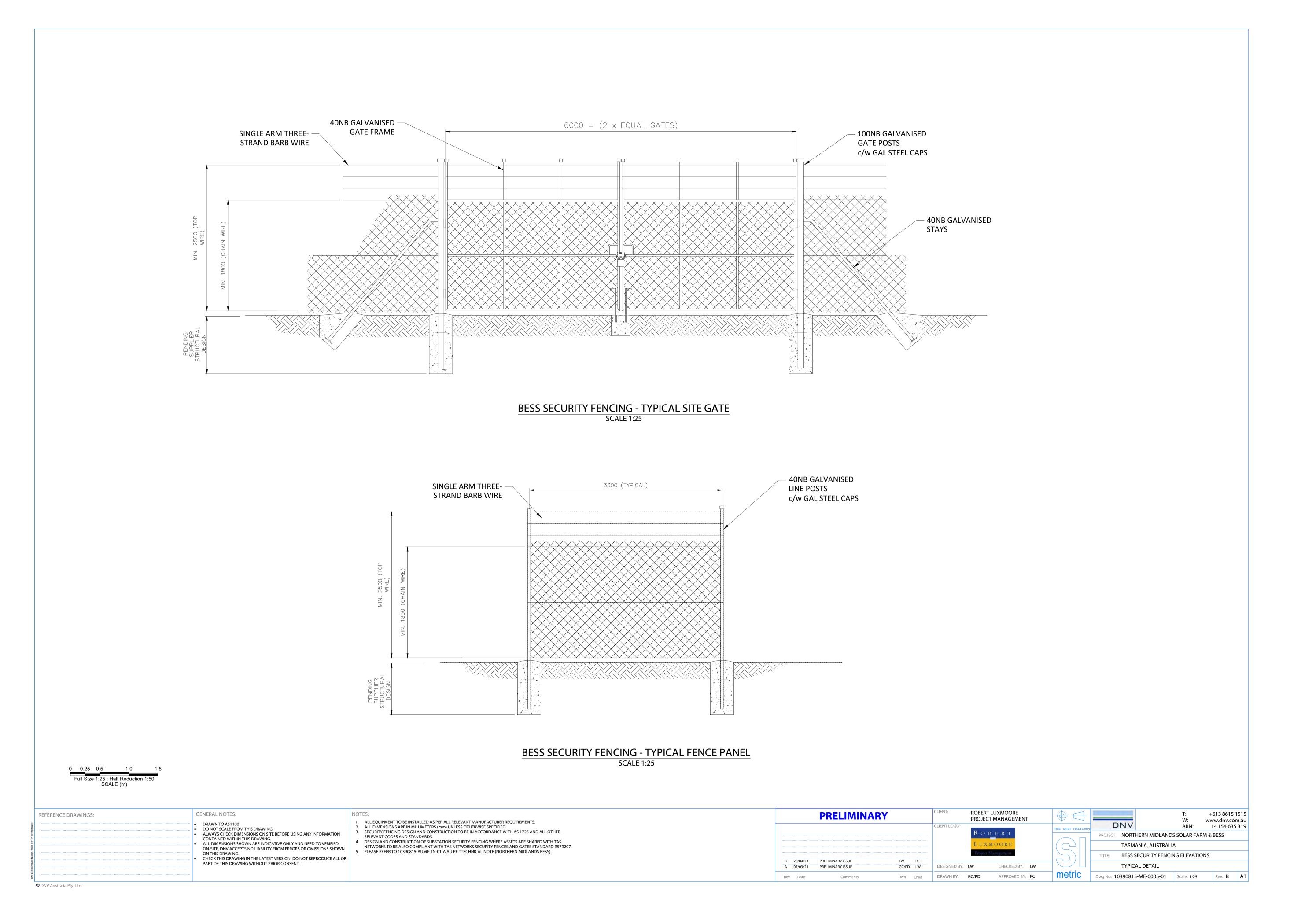
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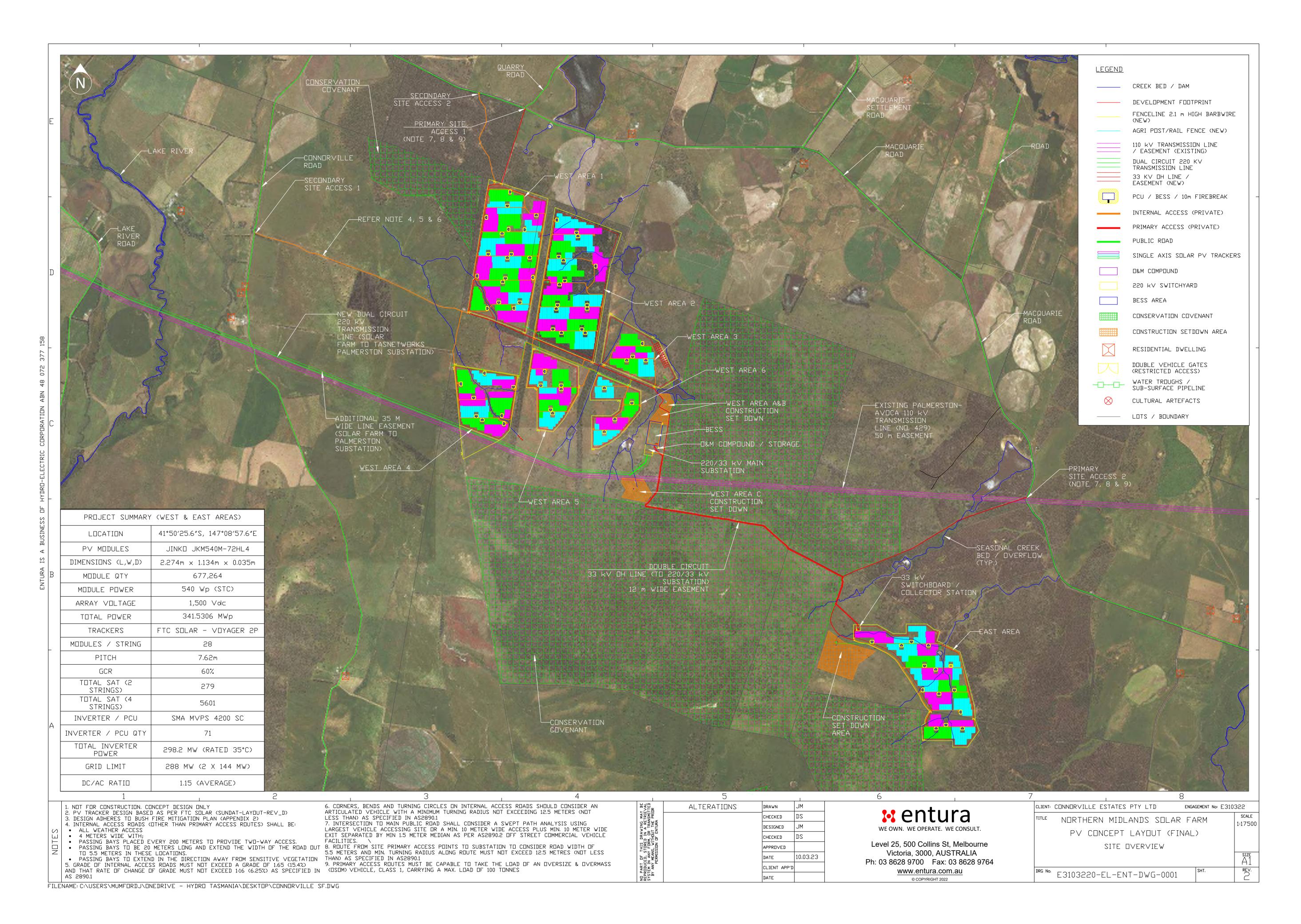


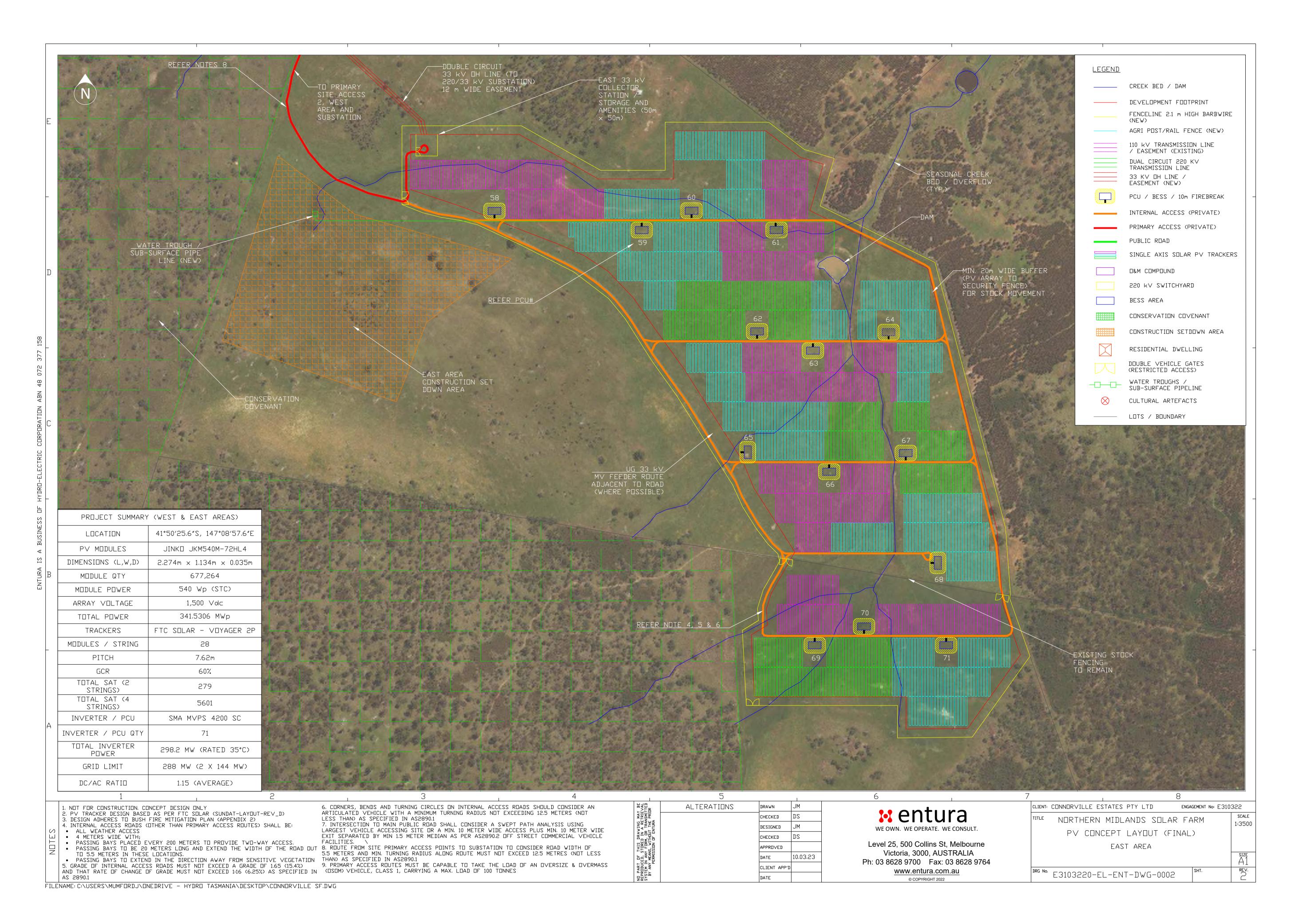


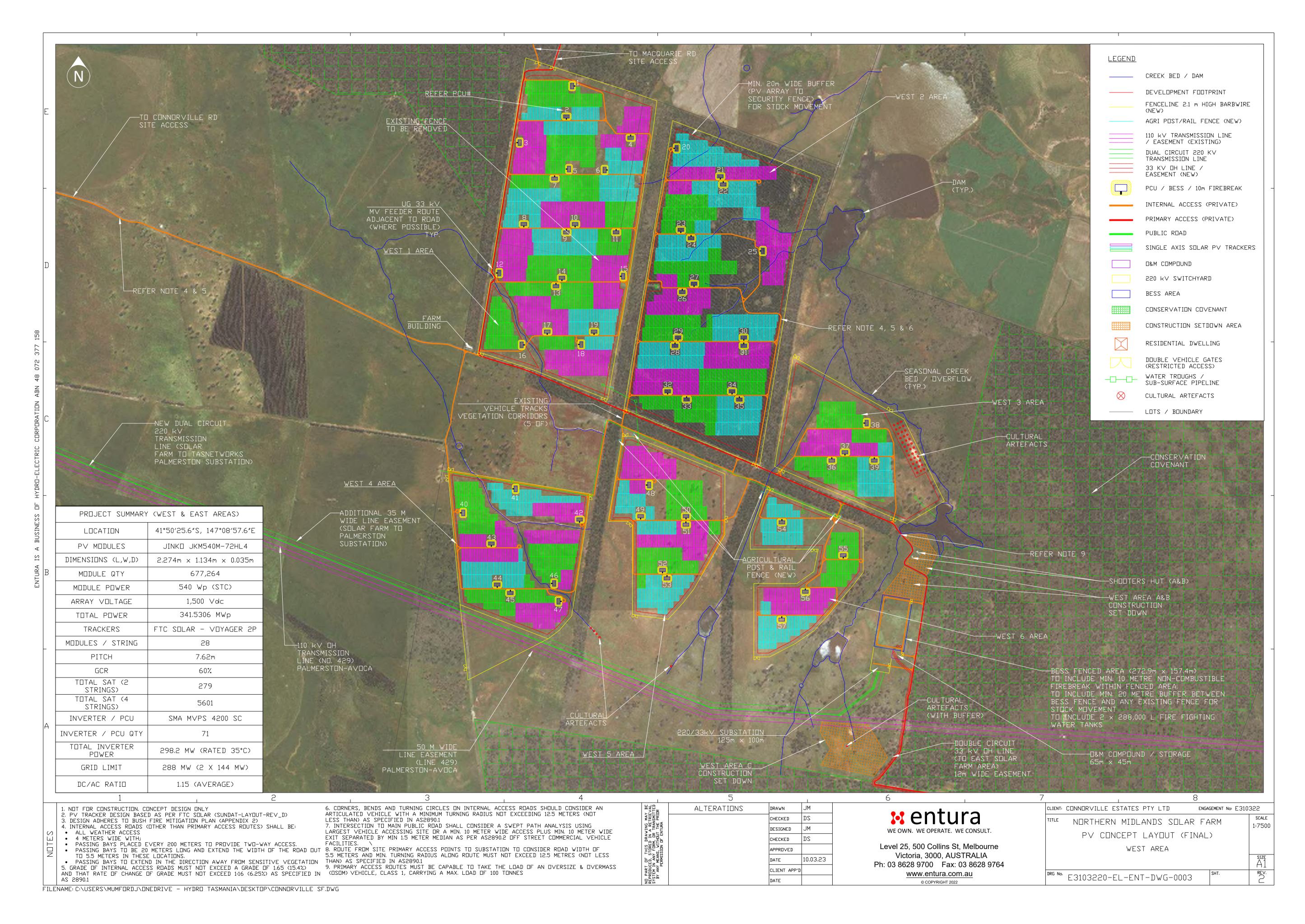


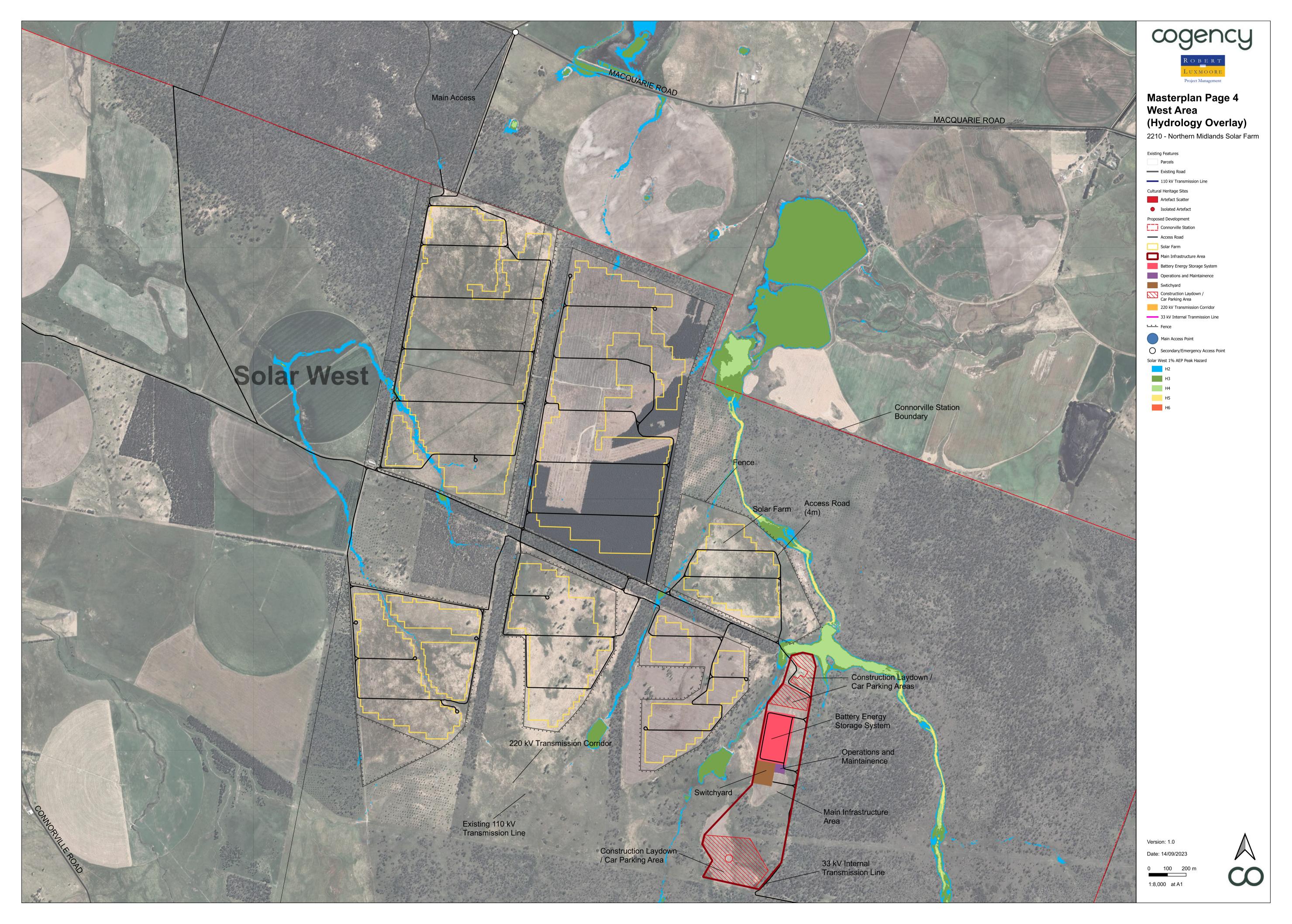


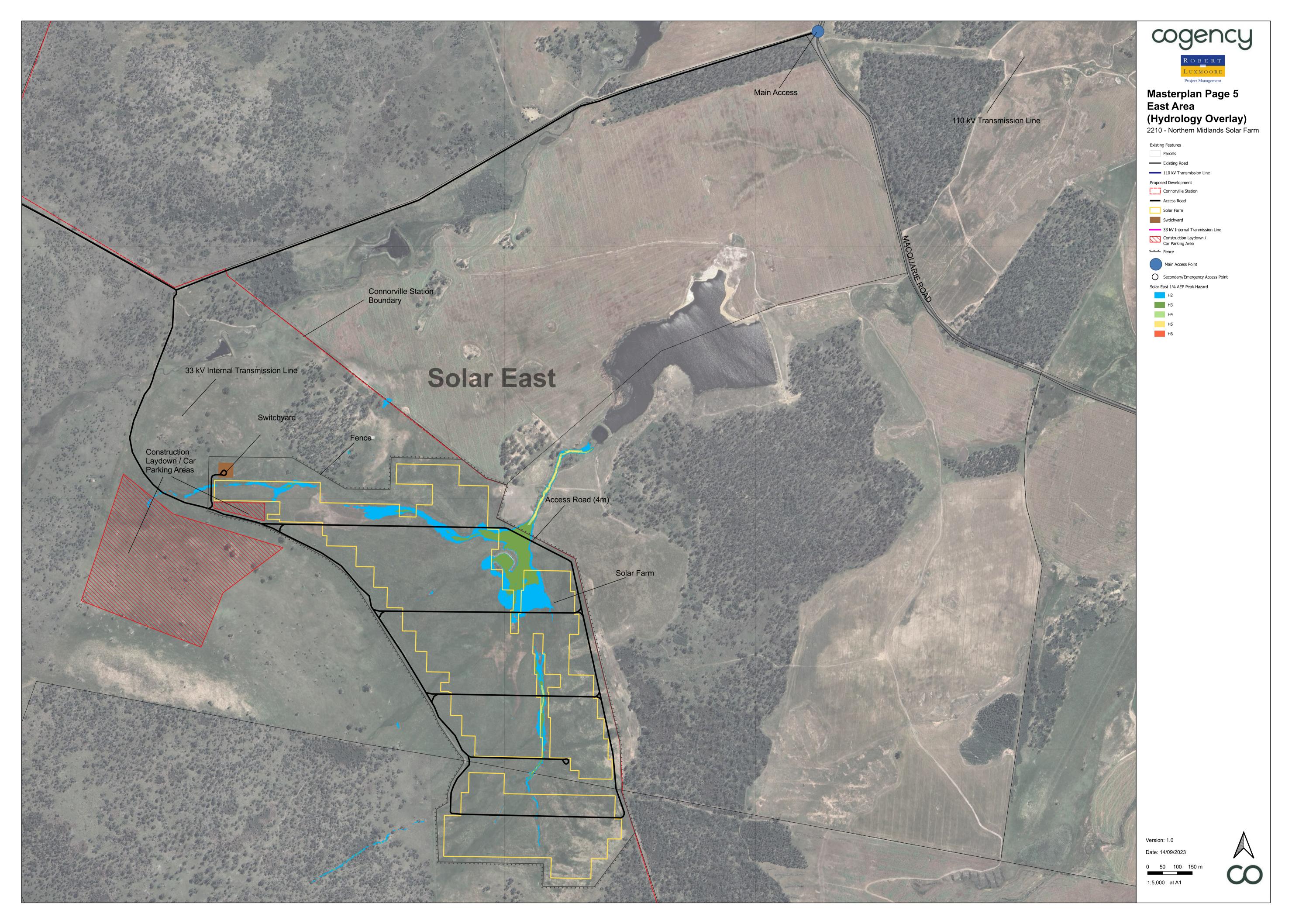


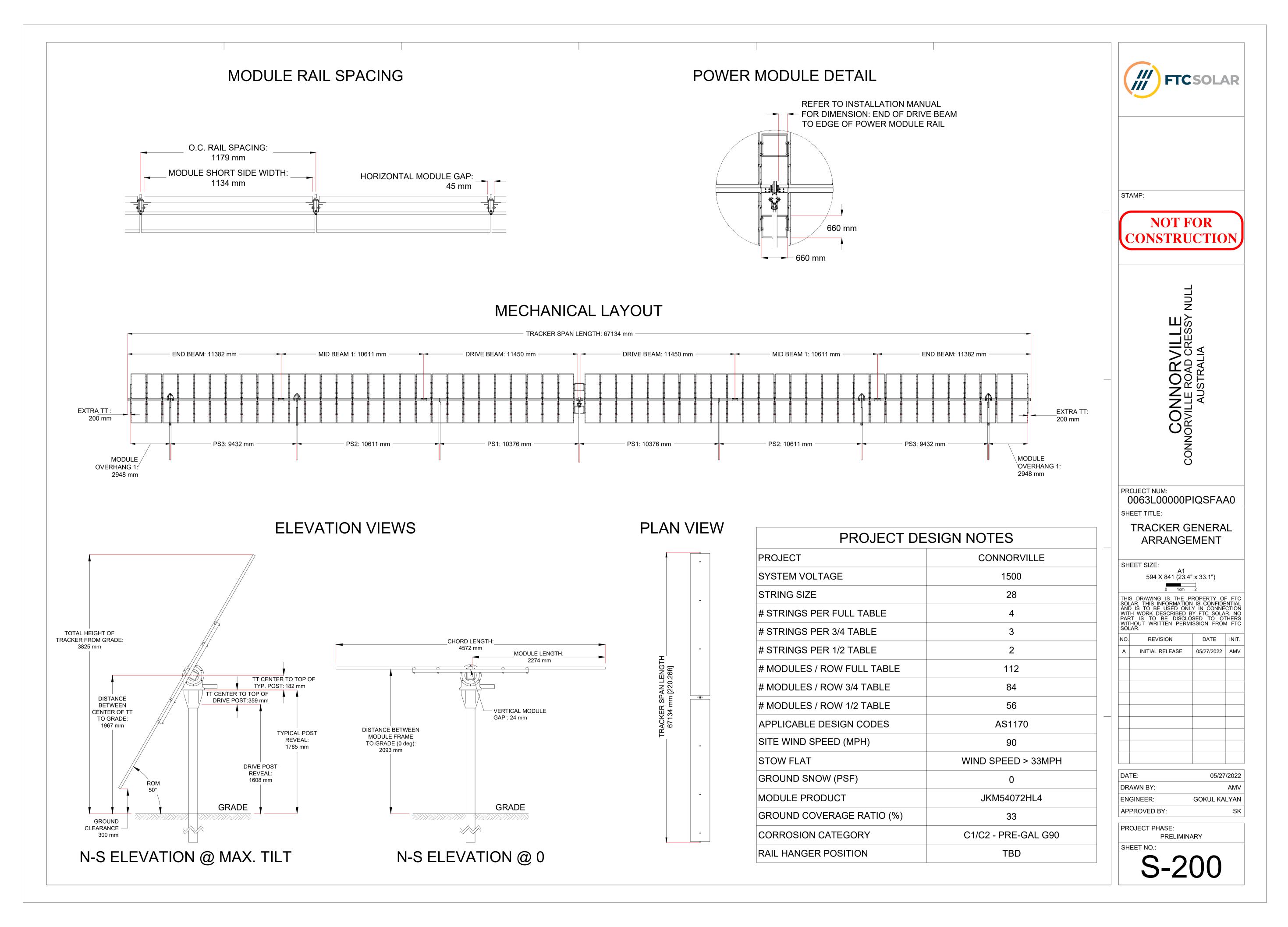














| DWE | LLING ASSESSME | NT TABLE | (within five | (5) kilometres of the Project) | | | | | | | | | | | | |
|-----|---|--|----------------------------------|---|-------------|-------------------------------|-----------|------------|-------|----------|----------|------------|--|--------------------------------|---------------------------------------|--------|
| | | | DISTANCE | VISUAL ASSESSMENT | | Dwelling Visual Impact Rating | | | | | | | | VISUAL | MITIGATION | VISUAL |
| I.D | STREET NAME & COORDINATES | ELEVATION TO (based on an aerial analysis and zone of influence (ZVI) study) | (based on an aerial analysis and | I | Distance | Views | Direction | Visibility | Scale | Contrast | Duration | Mitigation | IMPACT RATING (without mitigation) | MEASURES (refer to Section 11) | IMPACT RATING (with mitigation) | |
| 11 | Lake River Road 41°48'51.11"S 147° 4'55.26"E | 170 m | 4.30 km | visible (between 25% - 50%). However, vegetation | H | | | | | | | | | LOW | N/A | N/A |
| 12 | Connorville Road 41°48'50.11"S 147° 5'32.32"E | 171 m | 3.50 km | Based on topography alone, the Project will be partially visible (between 25% - 50%). However, vegetation surrounding the dwelling will screen views of the Solar Farm and will not be visible from the dwelling. | H | | | | | | | | | NIL | N/A | N/A |
| 14 | Lake River Road 41°49'26.00"S 147° 4'49.52"E | 174 m | 4.30 km | Based on topography alone, the Project will be partially visible (between 25% - 50%). However, vegetation surrounding the dwelling will screen views of the Solar Farm and will not be visible from the dwelling. The proposed transmission line will have a low visual impact as it is in the same alignment as the existing transmission line which forms part of the existing landscape character. | H | • | | | | | | | | LOW | N/A | N/A |
| 15 | Connorville Road 41°49'29.09"S 147° 6'7.32"E | 173 m | 2.50 km | Based on topography alone, the Project will be very partially visible (between 1% - 25%). However, vegetation surrounding the dwelling will screen views of the Solar Farm and will not be visible from the dwelling. The proposed transmission line will have a low visual impact as it is in the same alignment as the existing transmission line which forms part of the existing landscape character. | H | • | | | | | | | | LOW | N/A | N/A |
| 16 | Connorville Road 41°49'18.51"S 147° 6'6.56"E | 172 m | 2.60 km | Based on topography alone, the Project will be very partially visible (between 1% - 25%). However, the Project will not be visible as vegetation between the receptor and the Project will screen views. The proposed transmission line will have a low visual impact as it is in the same alignment as the existing transmission line which forms part of the existing landscape character. | H | • | | | | | | | | LOW | N/A | N/A |
| 17 | Connorville Road 41°49'16.10"S 147° 6'8.75"E | 172 m | 2.60 km | Based on topography alone, the Project will be very partially visible (between 1% - 25%). However, the Project will not be visible as vegetation between the receptor and the Project will screen views. The proposed transmission line will have a low visual impact as it is in the same alignment as the existing transmission line which forms part of the existing landscape character. | H M L | | | | | | • | | | LOW | N/A | N/A |
| 18 | Connorville Road 41°50'27.01"S 147° 6'41.28"E | 189 m | 1.80 km | Based on topography alone, the Project will be partially visible (between 25% - 50%). However, the Project will not be visible as vegetation between the receptor and the Project will screen views. The proposed transmission line will have a low visual impact as it is in the same alignment as the existing transmission line which forms part of the existing landscape character. | H M L N | | • | | | | | | | LOW | N/A | N/A |

Appendix A - Dwelling Assessment

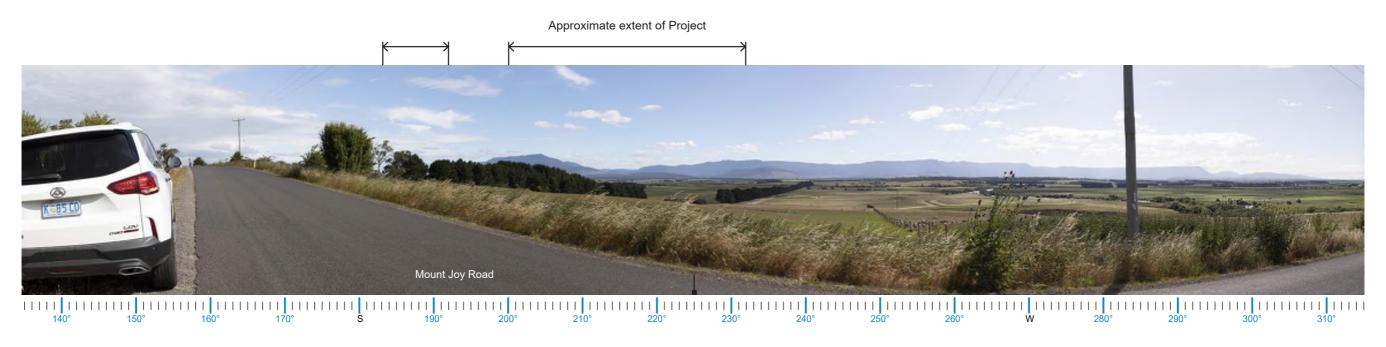
| DWE | LLING ASSESSME | NT TABLE | (within five | (5) kilometres of the Project) | | | | | | | | | | | | |
|-----|---|-----------|---------------|---|------------------|----------|-------|-----------|------------|-------------|---------------------------|--------|------------|--|---|---------------------------------------|
| | | | DISTANCE | VISUAL ASSESSMENT | | | | Dwel | ling Visua | al Impact F | | VISUAL | MITICATION | VISUAL | | |
| I.D | STREET NAME & COORDINATES | ELEVATION | TO PROJECT | TO (based on an aerial analysis and | | Distance | Views | Direction | Visibility | Scale | Scale Contrast Duration M | | Mitigation | IMPACT RATING (without mitigation) | MITIGATION MEASURES (refer to Section 11) | IMPACT RATING (with mitigation) |
| 22 | Connorville Road 41°51'41.27"S 147° 6'54.39"E | 205 m | 3.20 km | Based on topography alone, the Project will be very partially visible (between 1% - 25%). However, the Project will not be visible as vegetation between the receptor and the Project will screen views. | H M L N | | | | | | | | | NIL | N/A | N/A |
| 25 | Macquarie Road 41°47'32.35"S 147° 6'27.56"E | 162 m | 3.20 km | As shown on the ZVI, the Solar Farm will not be visible from this dwelling. | H M L N | | | | | | | | | NIL | N/A | N/A |
| 26 | Macquarie Road 41°47'25.22"S 147° 6'26.33"E | 158 m | 3.30 km | As shown on the ZVI, the Solar Farm will not be visible from this dwelling. | H M L | | | | | | | | | NIL | N/A | N/A |
| 27 | Macquarie Road 41°47'15.32"S 147° 6'45.40"E | 157 m | 3.20 km | Based on topography alone, the Project will be very partially visible (between 1% - 25%). The Project is located to the southeast of the St Mark's Anglican Church, with the church orientated to the south. Due to the distance and vegetation between the receptor and the Project, the Project will not be visible from this location. | H M L | | | | | | | | | NIL . | N/A | N/A |
| 28 | Delmont Road 41°46′24.09″S 147° 6′51.64″E | 152 m | 4.50 km | Based on topography alone, the Project will be very partially visible (between 1% - 25%). The Project is located to the southeast of the dwelling, with the dwelling orientated to the northeast. The Project will not be visible due to the distance and vegetation between the receptor and the Project. | H M L | | | | | | | | | NIL | N/A | N/A |
| 35 | Macquarie Settlement Road 41°47'18.00"S 147°11'11.77"E | 153 m | 4.00 km | As shown on the ZVI, the Solar Farm will not be visible from this dwelling. | H M L N | | | | | | | | | NIL | N/A | N/A |
| 36 | Macquarie Settlement Road 41°47'22.42"S 147°11'3.79"E | 155 m | 3.80 km | Based on topography alone, the Project will be very partially visible (between 1% - 25%). The Project is located to the southwest of the dwelling, with the dwelling orientated to the northeast. The Project will not be visible due to the distance and the vegetation between the receptor and the Project. | H M L N | | | | | | | | | NIL | N/A | N/A |

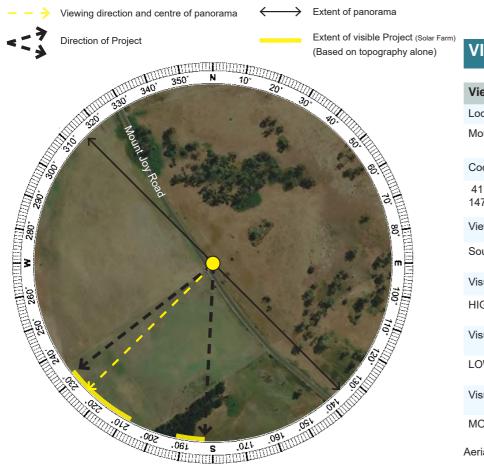
Appendix A - Dwelling Assessment

| DWE | LLING ASSESSME | NT TABLE | (within five | (5) kilometres of the Project) | | | | | | | | | | | | |
|-----|---|-----------|---------------|---|------------------------------|----------|-------|------------|-------------|-------|----------|------------|------------|--|--------------------------------|---------------------------------------|
| | | | DISTANCE | VISUAL ASSESSMENT | | | Dwel | ling Visua | al Impact F | | VISUAL | MITIGATION | VISUAL | | | |
| I.D | STREET NAME & COORDINATES | ELEVATION | TO PROJECT | (based on an aerial analysis and zone of influence (ZVI) study) | ed on an aerial analysis and | Distance | Views | Direction | Visibility | Scale | Contrast | Duration | Mitigation | IMPACT RATING (without mitigation) | MEASURES (refer to Section 11) | IMPACT RATING (with mitigation) |
| 37 | Macquarie Road 41°48'19.00"S 147° 9'22.66"E | 184 m | 1.10 km | Based on topography alone, the Project will be partially visible (between 50% - 75%). However, the Project will not be visible as vegetation between the receptor and the Project will screen views. | H M L N | | ••••• | | | | | | | NIL | N/A | N/A |
| 38 | Macquarie Road 41°48'30.15"S 147°10'48.46"E | 157 m | 2.20 km | Based on topography alone, the Project will be very partially visible (between 1% - 25%). However, the Project will not be visible due to the distance and the vegetation between the receptor and the Project will screen views. | H M L | | | | | | | | | NIL | N/A | N/A |
| 39 | Macquarie Settlement Road 41°47'58.40"S 147°11'40.78"E | 161 m | 3.80 km | Based on topography alone, the Project will be partially visible (between 25% - 50%). However, the Project will not be visible due to the distance and the vegetation between the receptor and the Project will screen views. | H M L N | | | | | | | | | NIL | N/A | N/A |
| 41 | Macquarie Road 41°51'17.28"S 147°14'33.18"E | 164 m | 3.40 km | Based on topography alone, the Project will be very partially visible (between 1% - 25%). However, the Project will not be visible due to the distance and the vegetation between the receptor and the Project will screen views. | H M L | | | | | | | | | NIL | N/A | N/A |
| 42 | Barton Road 41°51′10.37″S 147°14′50.17″E | 164 m | 3.80 km | Based on topography alone, the Project will be very partially visible (between 1% - 25%). However, the Project will not be visible due to the distance and the vegetation between the receptor and the Project will screen views. | H M L | | | | | | | | | NIL | N/A | N/A |
| 43 | Macquarie Road 41°51'17.98"S 147°14'13.09"E | 165 m | 2.90 km | Based on topography alone, the Project will be very partially visible (between 1% - 25%). However, the Project will not be visible due to the distance and the vegetation between the receptor and the Project will screen views. | H M L N | | | | | | | | | NIL | N/A | N/A |
| 44 | Rothbury Road 41°51'41.46"S 147°13'58.02"E | 170 m | 2.40 km | As shown on the ZVI, the Solar Farm will not be visible from this dwelling. | H M L N | | | | | | | | | NIL | N/A | N/A |

B Viewpoint Analysis

VP01 Mount Joy Road, Cressy





VIEWPOINT VP01

| Viewpoint Summary: | | | | | | | | |
|--------------------------------|-------------------------------|--|--|--|--|--|--|--|
| Location: | Elevation: | | | | | | | |
| Mount Joy Road, Cressy | 184 m | | | | | | | |
| Coordinates: | Distance to Project: | | | | | | | |
| 41°46'0.60"S 147°12'46.27"E | 7.28 km | | | | | | | |
| Viewing Direction: | Landscape Character Zone: | | | | | | | |
| Southwest | LCZ04 - Farming & Pastures | | | | | | | |
| Visual Sensitivity: | | | | | | | | |
| HIGH | | | | | | | | |
| Visual Magnitude: | | | | | | | | |
| LOW | | | | | | | | |
| Visual Impact: | | | | | | | | |
| MODERATE | | | | | | | | |
| Aerial Image Source: Google | e Earth (02/2021) | | | | | | | |

Existing Landscape Character Description:

This viewpoint was taken along Mount Joy Road Due to the elevated position of the viewpoint, there is looking southwest towards the Great Western Tiers the potential to have filtered views of the solar farm (GWT) scenic protection area and the Project. The and associated infrastructure. The proportion of the terrain is characterised as gently undulating, with view affected however is low as the Project will be relatively flat pastures between the viewpoint and indiscernible due to the distance of the viewpoint, the GWT. Views to the southwest are open, with with majority of the views filtered by established select views filtered by dense buffer planting aligning vegetation. pastures. Views to the south are contained by the terrain. Macquarie River is visible to the west, with The visual magnitude is LOW resulting in a the land in this region primarily utilised for agricultural MODERATE visual impact rating. practices including irrigated pastures, grazing and cropping.

The visual sensitivity of this viewpoint has been rated as HIGH, due to direct views of the GWT scenic protection area in combination with the location of the viewpoint on a low use road.

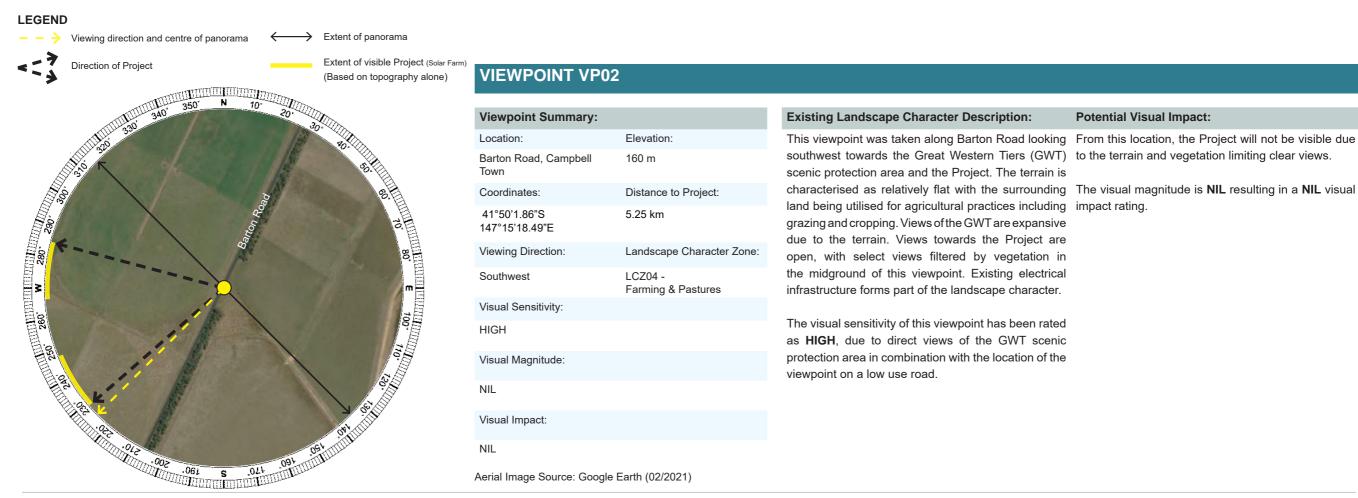
Potential Visual Impact:

Moir Landscape Architecture

LEGEND

VP02 Barton Road, Campbell Town

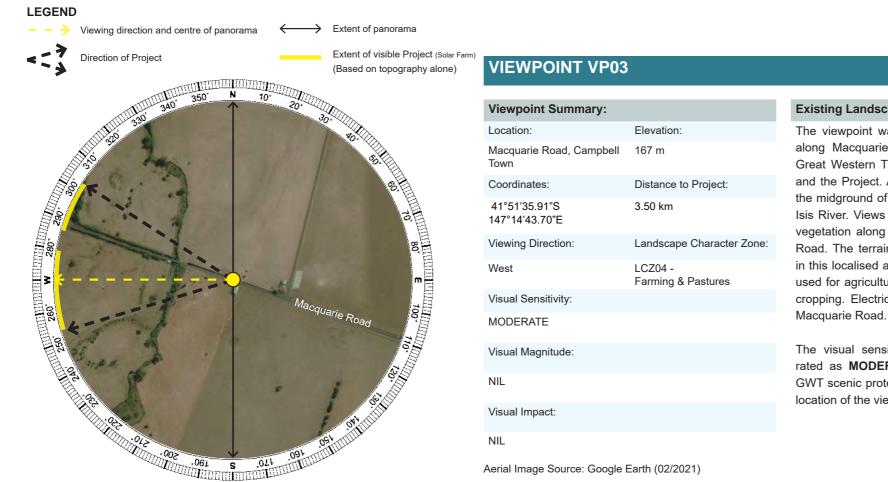




Moir Landscape Architecture

VP03 Macquarie Road, Campbell Town





Existing Landscape Character Description:

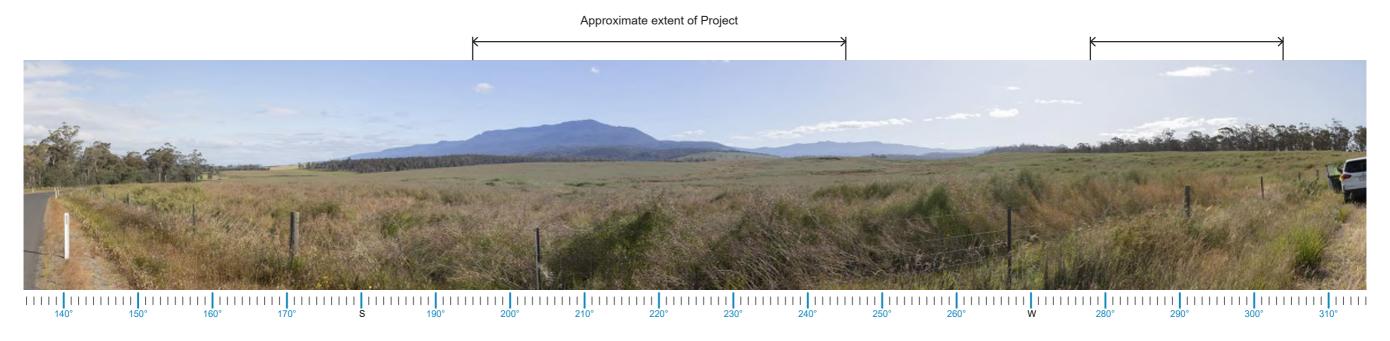
The viewpoint was taken near Barton Fire Station From this location, the Project will not be visible due along Macquarie Road looking west towards the to the terrain and vegetation limiting clear views. Great Western Tiers (GWT) scenic protection area and the Project. A small local cemetery is visible in The visual magnitude is NIL resulting in a NIL visual the midground of the viewpoint, located close to the impact rating. Isis River. Views towards the Project are filtered by vegetation along Isis River and aligning Macquarie Road. The terrain is characterised as relatively flat in this localised area. The surrounding land is being used for agricultural practices including grazing and cropping. Electrical infrastructure is visible aligning

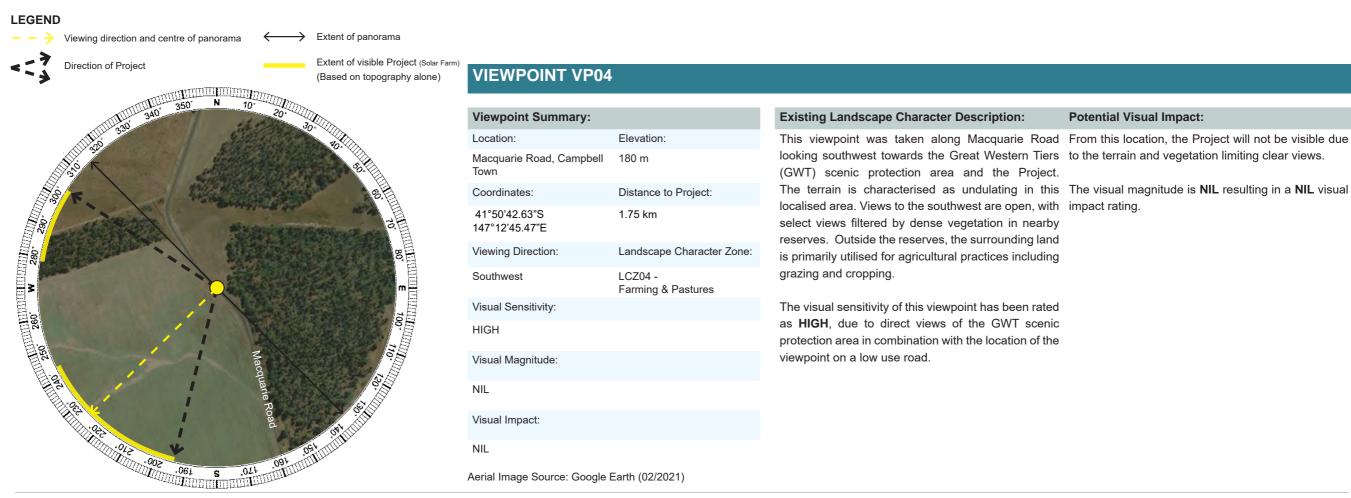
The visual sensitivity of this viewpoint has been rated as MODERATE, due to direct views of the GWT scenic protection area in combination with the location of the viewpoint on a low use road.

Potential Visual Impact:

Moir Landscape Architecture

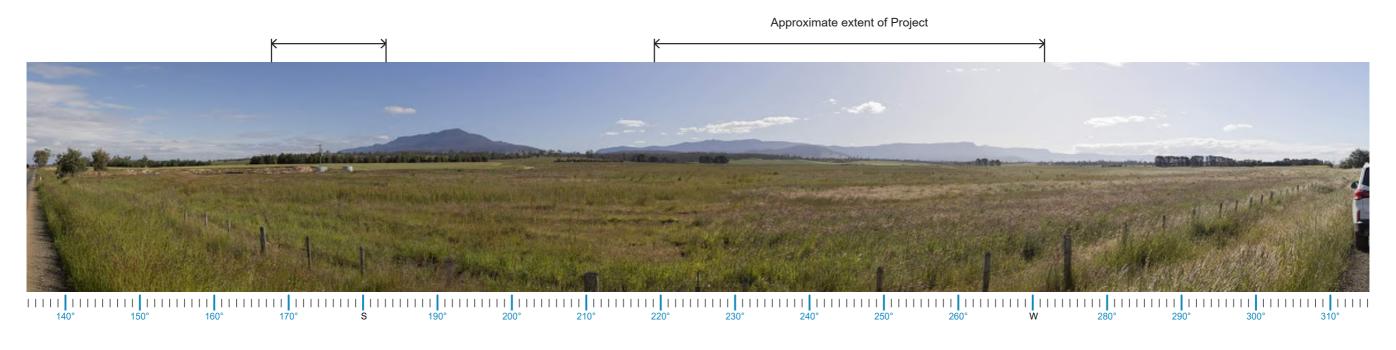
VP04 Macquarie Road, Campbell Town

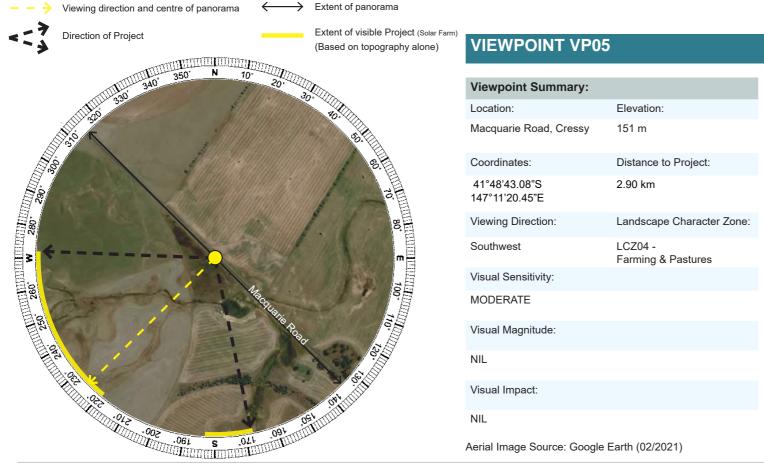




Moir Landscape Architecture

VP05 Macquarie Road, Cressy





Existing Landscape Character Description:

looking southwest towards the Great Western Tiers not be visible due the terrain. (GWT) scenic protection area and the Project. The terrain is characterised in this localised area as Based on topography alone, the Project extent to the relatively flat with the surrounding land primarily southwest will be partially visible, however, will be utilised for agricultural practices including grazing heavily filtered by vegetation resulting in a negligible and cropping. Views towards the Project are open yet to nil impact on the proportion of view affected. contained to the southwest by undulations and dense vegetation in the far midground of this viewpoint.

The visual sensitivity of this viewpoint has been rated as MODERATE, due to direct views of the GWT scenic protection area in combination with the location of the viewpoint on a low use road.

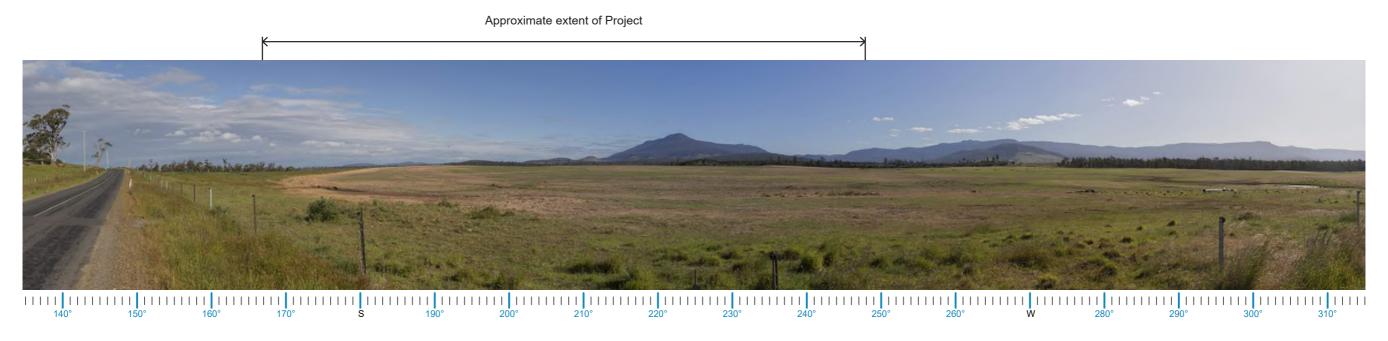
Potential Visual Impact:

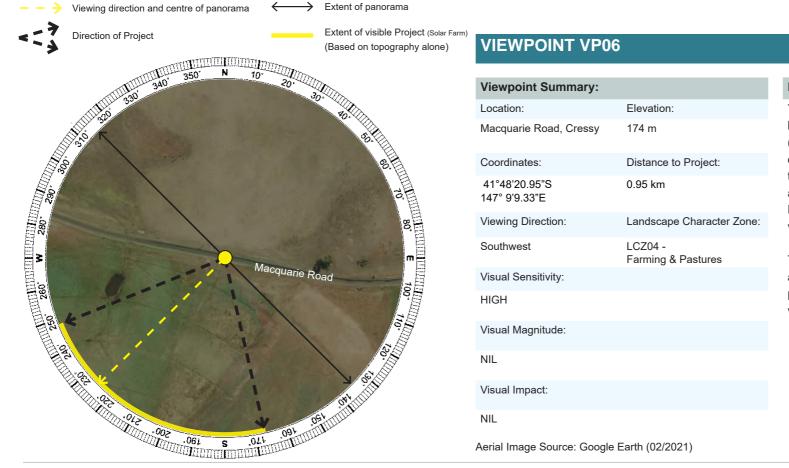
This viewpoint was taken along Macquarie Road, From this location, the Project extent to the south will

The visual magnitude is NIL resulting in a NIL visual impact rating.

Moir Landscape Architecture

VP06 Macquarie Road, Cressy





Existing Landscape Character Description:

looking southwest towards the Great Western Tiers due to the terrain and vegetation. (GWT) scenic protection area and the Project. Views of the GWT are expansive due to the relatively flat The associated infrastructure, specifically the terrain. The surrounding land is being utilised for proposed transmission will be partially visible from agricultural practices including grazing and cropping. this location running to the northwest in the same Dense vegetation is visible in the midground of the alignment as the existing transmission line. The viewpoint.

The visual sensitivity of this viewpoint has been rated distance of the viewpoint. as HIGH, due to direct views of the GWT scenic protection area in combination with the location of the The visual magnitude is NIL resulting in a NIL visual viewpoint on a low use road.

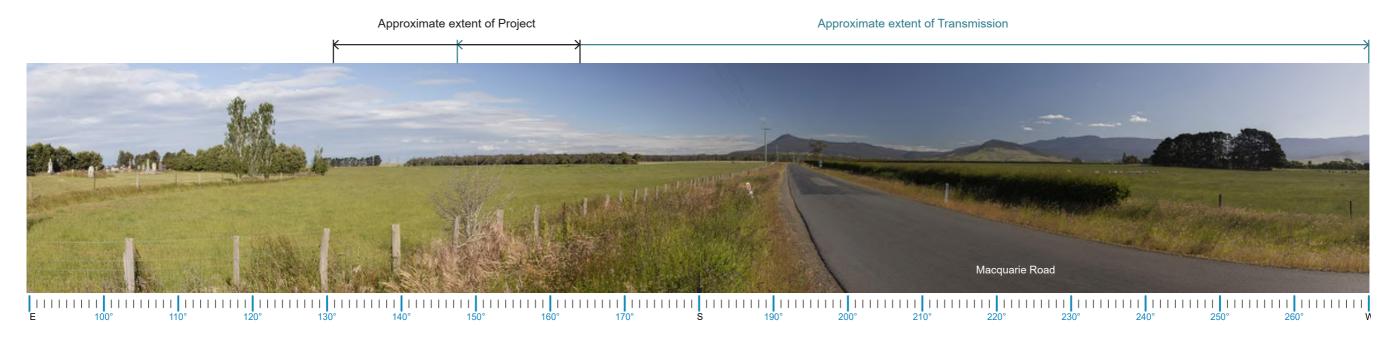
Potential Visual Impact:

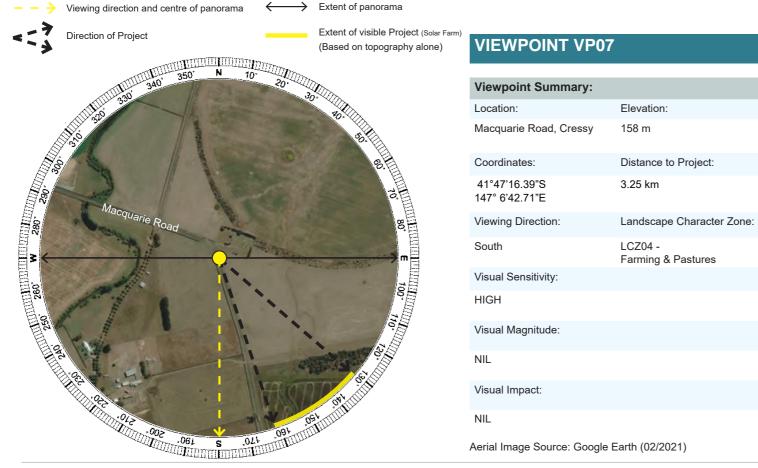
This viewpoint was taken along Macquarie Road, From this location, the Solar Farm will not be visible

proportion of the view affected however is negligible to nil as the Project will be indiscernible due to the

impact rating.

VP07 Macquarie Road, Cressy





Existing Landscape Character Description:

This viewpoint was taken along Macquarie Road, From this location, the Solar Farm will not be visible near St Mark's Anglican Church, a building of heritage due to the terrain. significance under the Northern Midlands LPS. The terrain is relatively flat in this localised area, with The associated infrastructure, specifically the individual pastures and Macquarie Road. Electrical viewpoint. infrastructure is visible within this landscape.

The visual sensitivity of this viewpoint has been rated impact rating. as HIGH, due to direct views of the GWT scenic protection area in combination with the location of the viewpoint on a low use road.

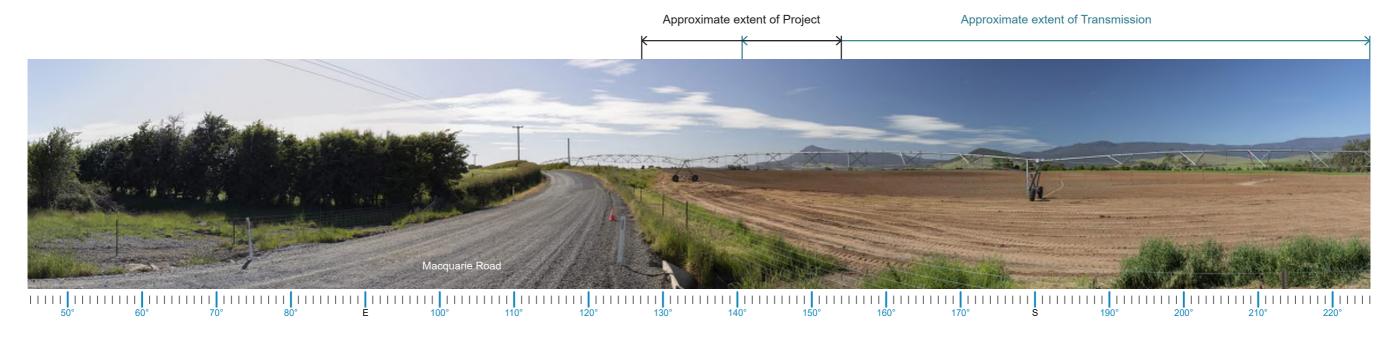
Potential Visual Impact:

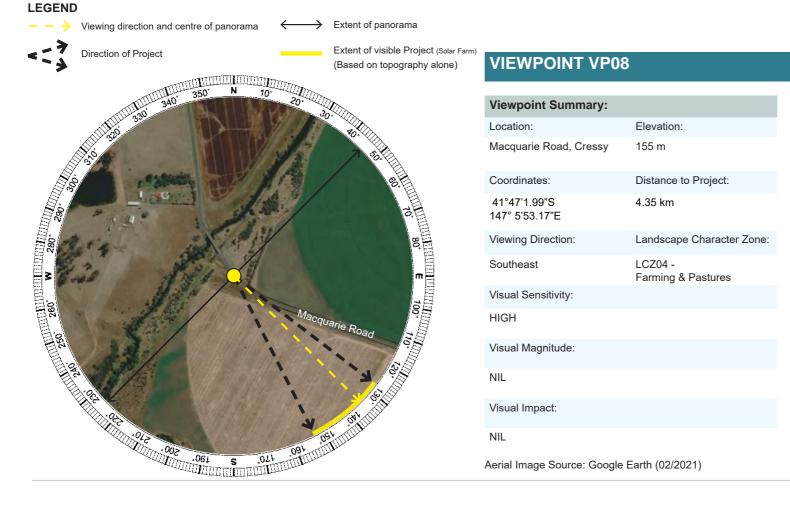
open views to the Great Western Tiers (GWT) scenic proposed transmission will be partially visible from protection area to the south. The surrounding land this location running to the west in the same alignment is primarily being utilised for agricultural practices as the existing transmission line. The proportion of including grazing and cropping. Buffer planting is the view affected however is negligible to nil as the visible in the midground of the viewpoint aligning Project will be indiscernible due to the distance of the

The visual magnitude is NIL resulting in a NIL visual

Moir Landscape Architecture

VP08 Macquarie Road, Cressy





Existing Landscape Character Description:

terrain is gently undulating in this localised area, with due to the terrain. open views to the Great Western Tiers (GWT) scenic protection area to the southeast. The surrounding The associated infrastructure, specifically the infrastructure is visible within this landscape.

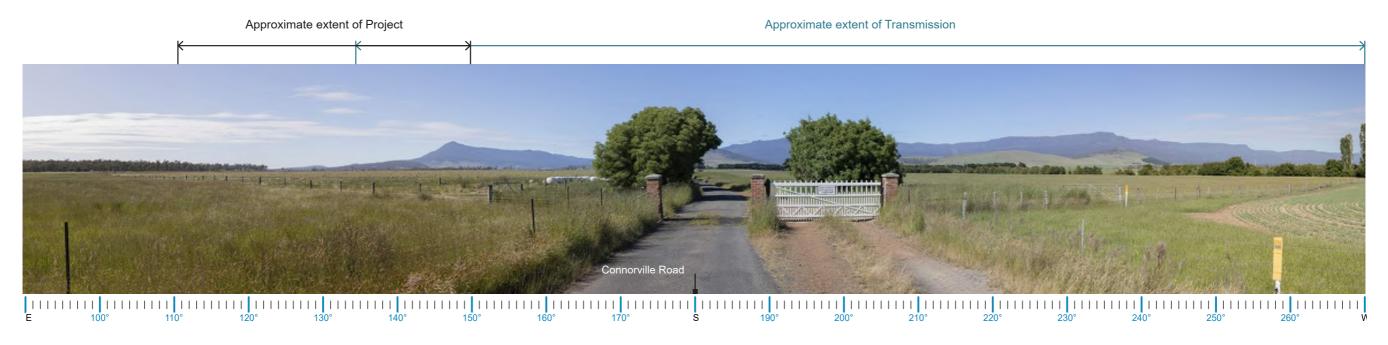
The visual sensitivity of this viewpoint has been rated as HIGH, due to direct views of the GWT scenic The visual magnitude is NIL resulting in a NIL visual protection area in combination with the location of the impact rating. viewpoint on a low use road.

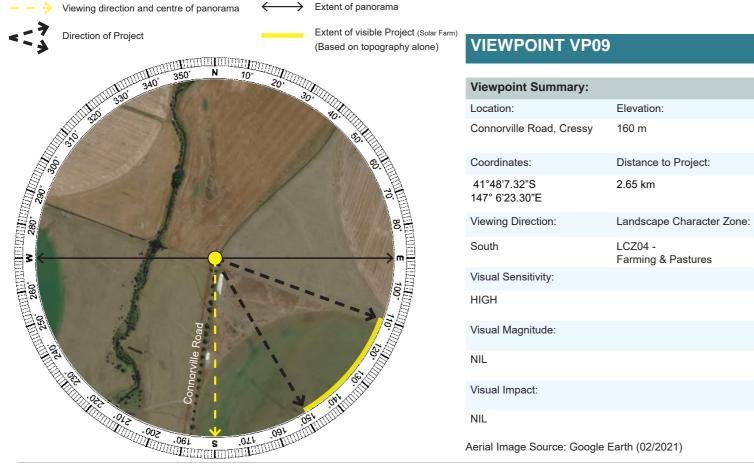
Potential Visual Impact:

This viewpoint was taken along Macquarie Road. The From this location, the Solar Farm will not be visible

land is primarily being utilised for agricultural practices proposed transmission will be partially visible from including irrigated pastures, grazing and cropping. this location running to the southwest in the same Dense vegetation is visible aligning Macquarie Road alignment as the existing transmission line. The and running along Lake River to the south. Electrical proportion of the view affected however is negligible to nil as the Project will be indiscernible due to the distance of the viewpoint.

VP09 Connorville Road, Cressy





Existing Landscape Character Description:

This viewpoint was taken along Connorville Road From this location, the Solar Farm will not be visible before the road enters private property. The terrain due to the terrain. is gently undulating in this localised area, with open views to the Great Western Tiers (GWT) scenic The associated infrastructure, specifically the protection area to the southeast and southwest. proposed transmission will be partially visible from The surrounding land is primarily being utilised for this location running to the west in the same alignment agricultural practices including irrigated pastures, as the existing transmission line. The proportion of grazing and cropping. Dense vegetation is visible to the view affected however is negligible to nil as the the east and running along Lake River to the south. Project will be indiscernible due to the distance of the Electrical infrastructure is visible within this landscape viewpoint. in the midground of this viewpoint.

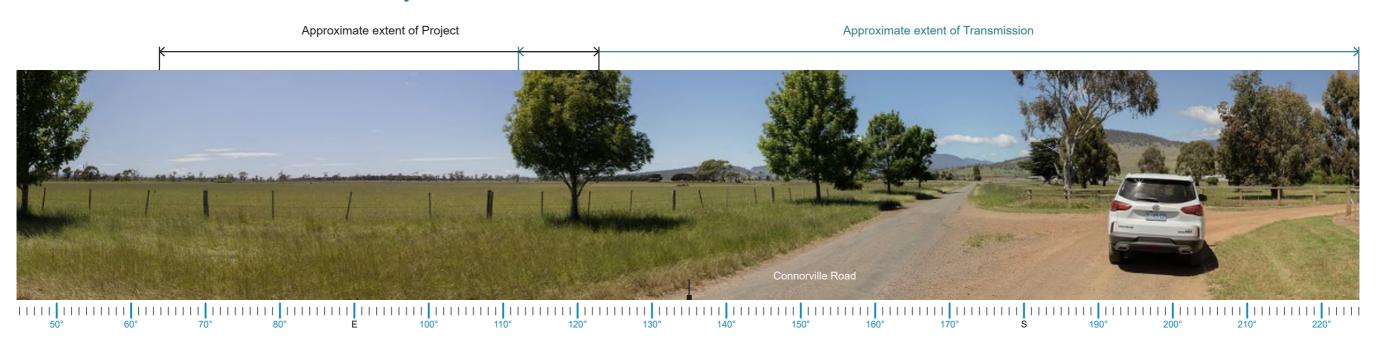
The visual sensitivity of this viewpoint has been rated impact rating. as HIGH, due to direct views of the GWT scenic protection area in combination with the location of the viewpoint on a low use road.

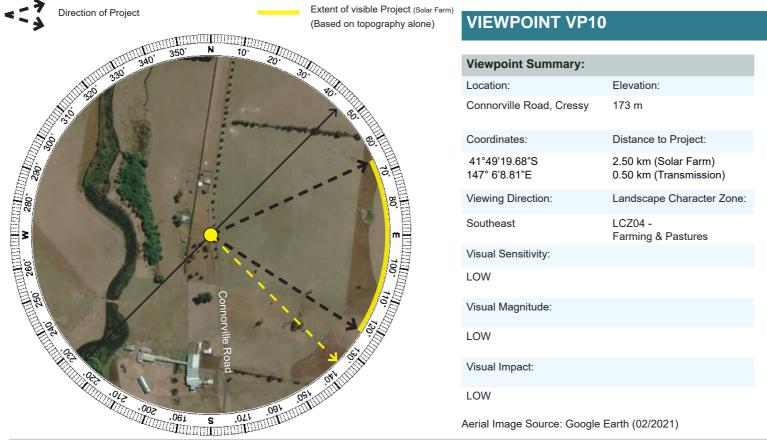
Potential Visual Impact:

The visual magnitude is NIL resulting in a NIL visual

Moir Landscape Architecture

VP10 Connorville Road, Cressy





Extent of panorama

Existing Landscape Character Description:

This viewpoint was taken along Connorville Road, From this location, the Solar Farm will not be visible within private property. The terrain is relatively flat due to the terrain and vegetation limiting clear views. with the surrounding land being used for agricultural activities including grazing and cropping. Select The associated infrastructure, specifically the vegetation dotted around Connorville Road.

The visual sensitivity of this viewpoint has been rated as LOW, due to the location of the viewpoint on a low The visual magnitude is LOW resulting in a LOW use road.

Potential Visual Impact:

views towards the Project are open, with majority proposed transmission will be filtered from this location of views, including towards the Great Western Tiers running to the southwest in the same alignment as (GWT) scenic protection area filtered by scattered the existing transmission line. The proportion of the view affected however is low as the Project will be indiscernible with the existing infrastructure present.

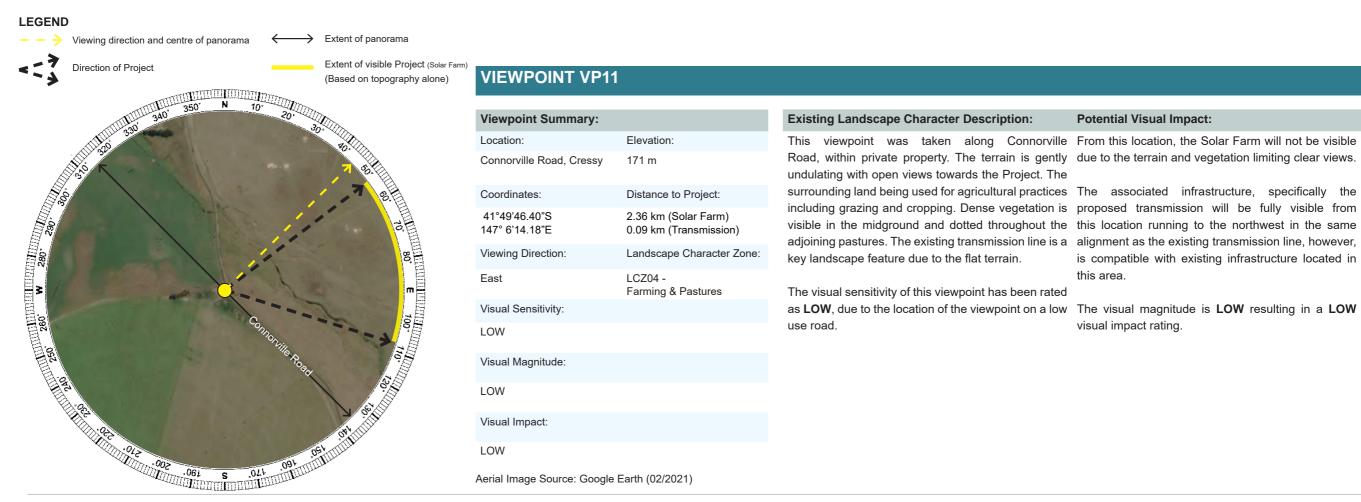
visual impact rating.

LEGEND

Viewing direction and centre of panorama

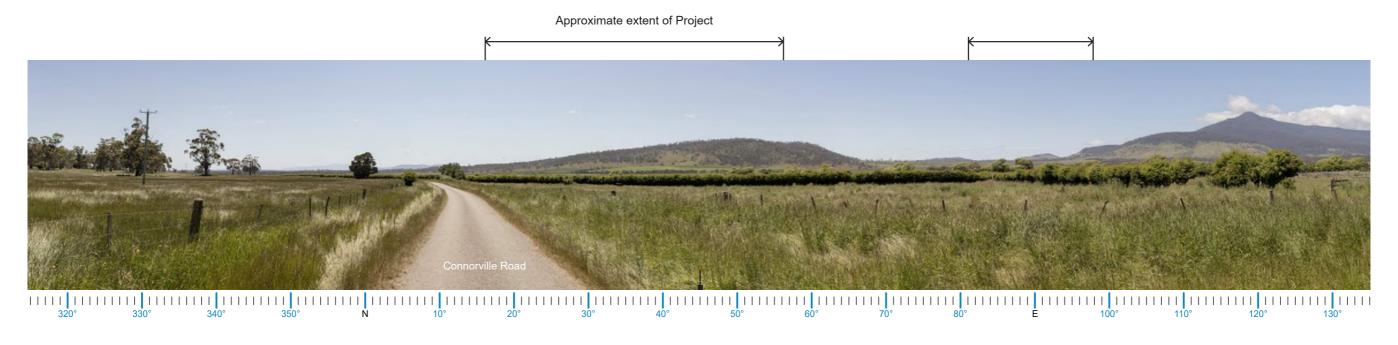
VP11 Connorville Road, Cressy

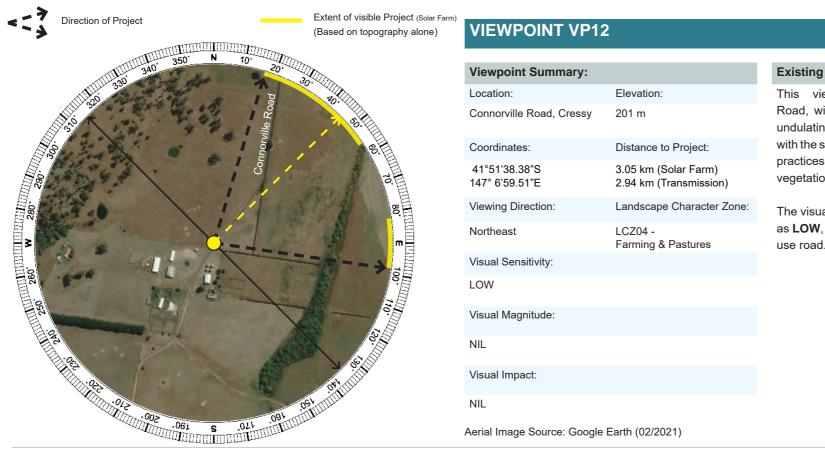




Moir Landscape Architecture

VP12 Connorville Road, Cressy





Extent of panorama

Existing Landscape Character Description:

Road, within private property. The terrain is gently due to the terrain and vegetation limiting clear views. undulating with filtered views towards the Project, with the surrounding land being utilised for agricultural The associated infrastructure, specifically the vegetation is visible within adjoining pastures.

as LOW, due to the location of the viewpoint on a low be indiscernible with the existing infrastructure. use road.

Potential Visual Impact:

This viewpoint was taken along Connorville From this location, the Solar Farm will not be visible

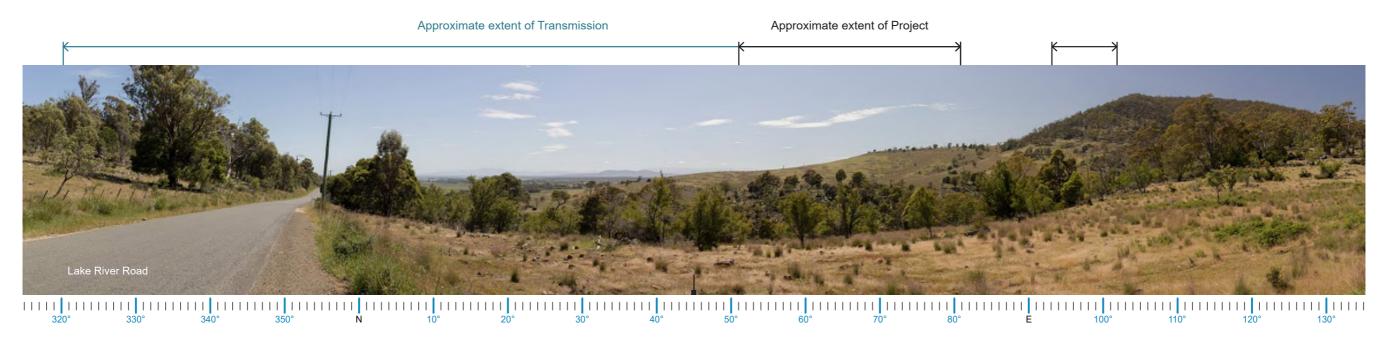
practices including grazing and cropping. Dense proposed transmission will be filtered from this location running to the northwest in the same alignment as the existing transmission line. The proportion of the view The visual sensitivity of this viewpoint has been rated affected however is negligible to nil as the Project will

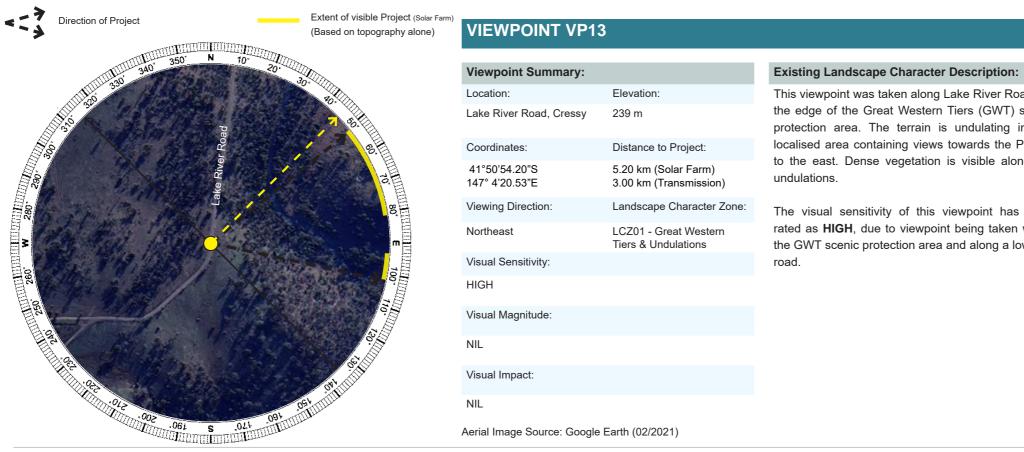
> The visual magnitude is NIL resulting in a NIL visual impact rating.

LEGEND

Viewing direction and centre of panorama

VP13 Lake River Road, Cressy





Extent of panorama

This viewpoint was taken along Lake River Road, on From this location, the Solar Farm will not be visible the edge of the Great Western Tiers (GWT) scenic due to the terrain. protection area. The terrain is undulating in this localised area containing views towards the Project The associated infrastructure, specifically the to the east. Dense vegetation is visible along the proposed transmission will be partially visible from undulations.

the GWT scenic protection area and along a low use distance of the viewpoint.

Potential Visual Impact:

this location running to the northwest in the same alignment as the existing transmission line. The The visual sensitivity of this viewpoint has been proportion of the view affected however is negligible rated as HIGH, due to viewpoint being taken within to nil as the Project will be indiscernible due to the

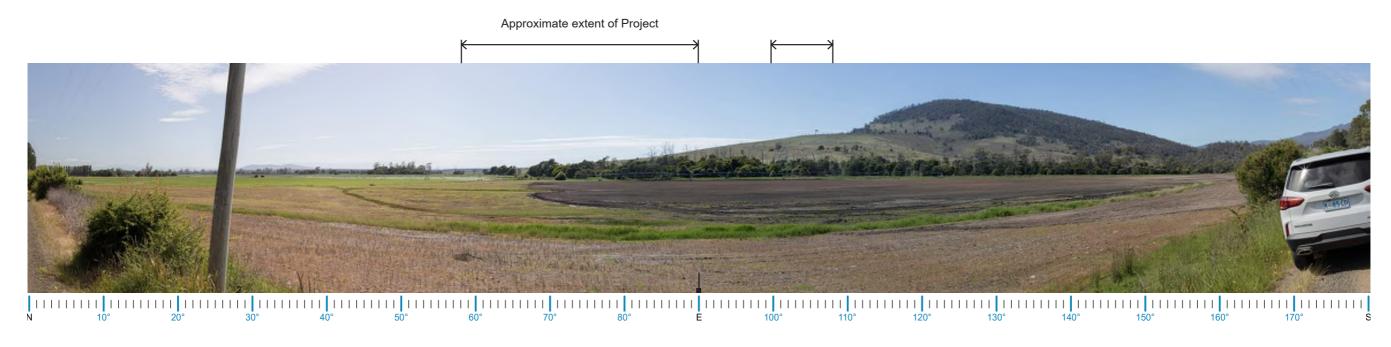
> The visual magnitude is NIL resulting in a NIL visual impact rating.

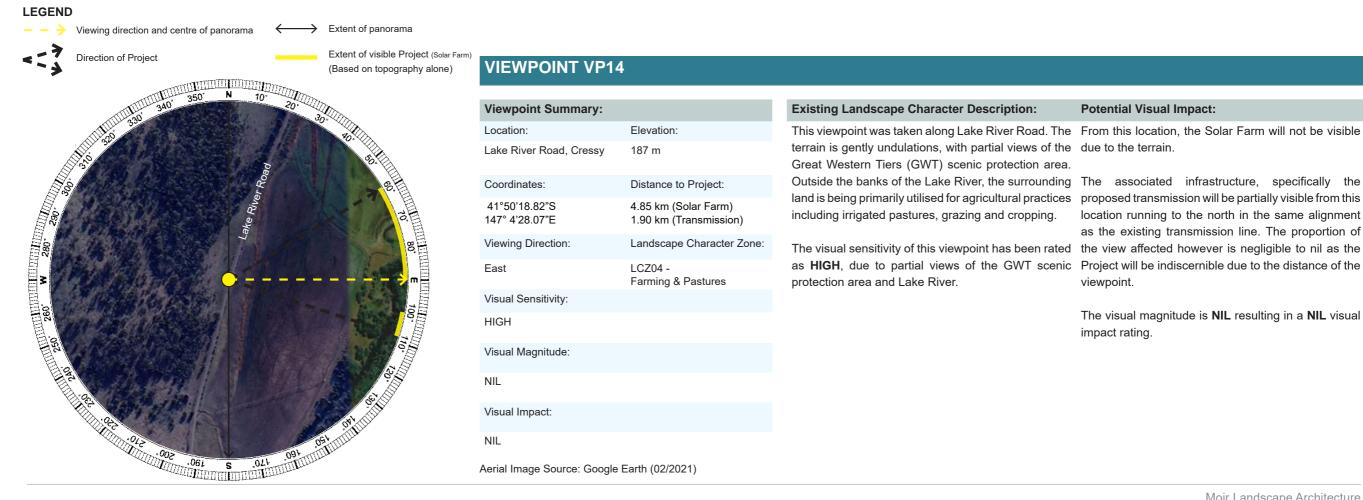
Moir Landscape Architecture

LEGEND

Viewing direction and centre of panorama

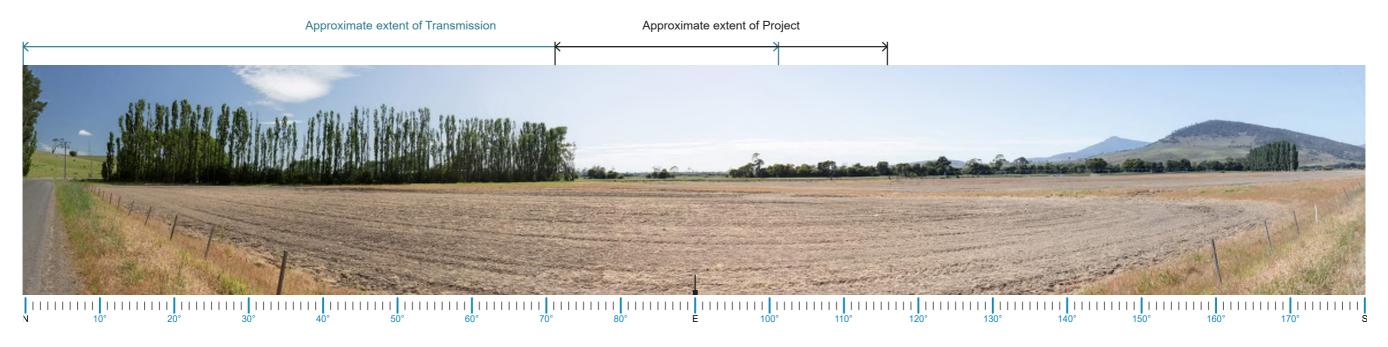
VP14 Lake River Road, Cressy

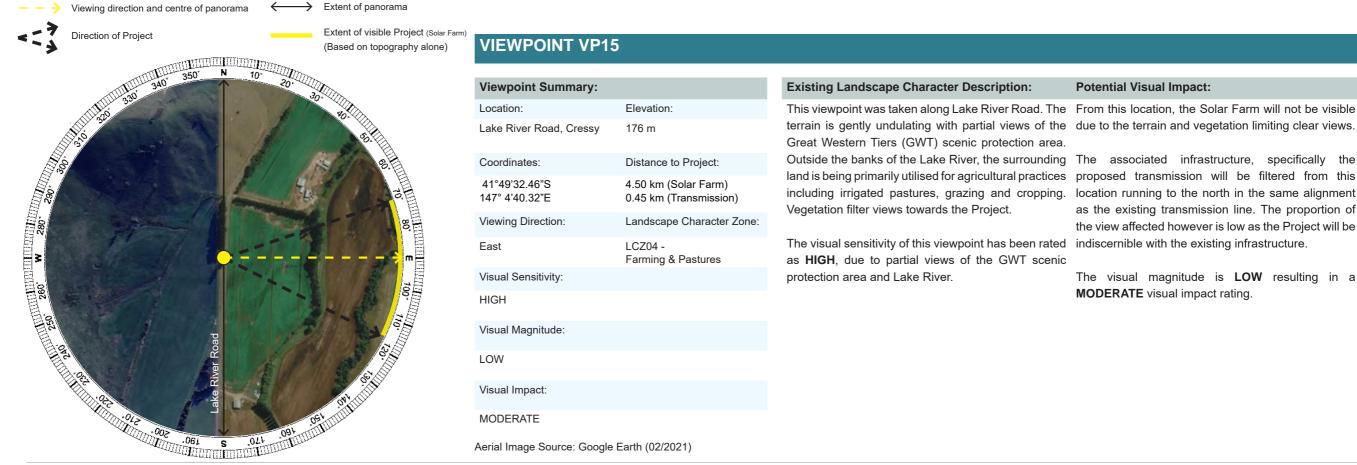




Moir Landscape Architecture

VP15 Lake River Road, Cressy





Moir Landscape Architecture

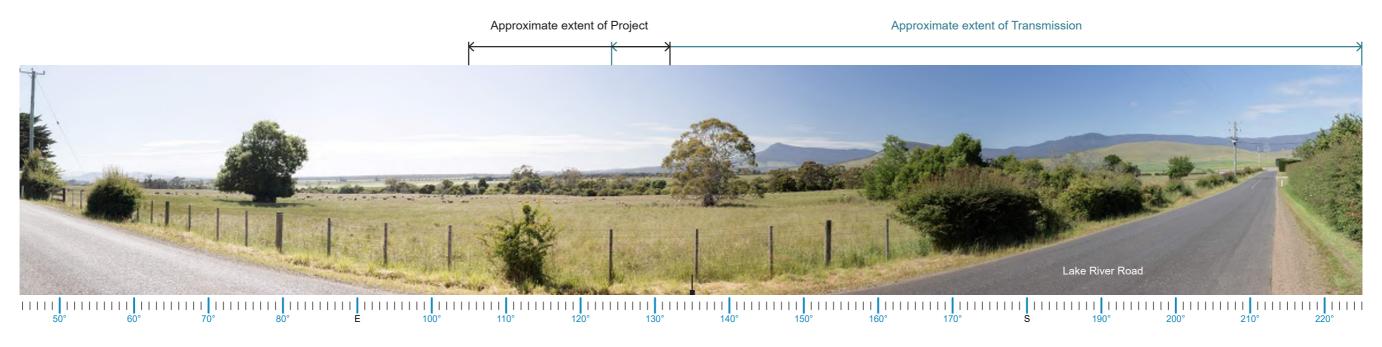
LEGEND

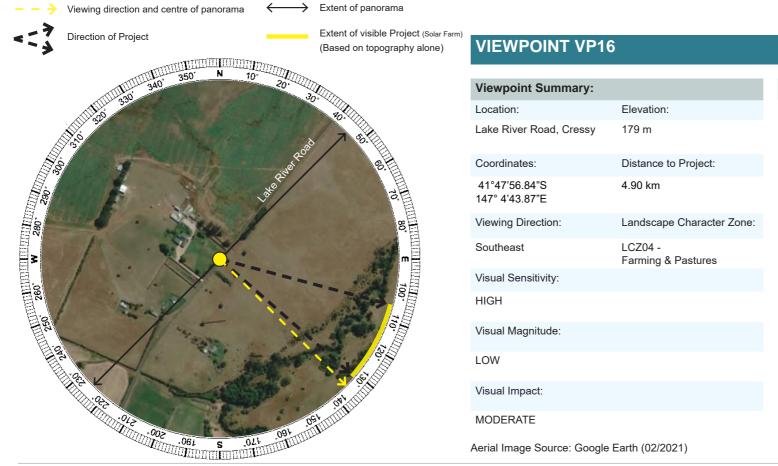
Potential Visual Impact:

proposed transmission will be filtered from this location running to the north in the same alignment as the existing transmission line. The proportion of the view affected however is low as the Project will be

The visual magnitude is LOW resulting in a **MODERATE** visual impact rating.

VP16 Lake River Road, Cressy





Existing Landscape Character Description:

terrain is gently undulations, with partial views of the due to the terrain and vegetation limiting clear views. Great Western Tiers (GWT) scenic protection area. Outside the banks of the Lake River, the surrounding The associated infrastructure, specifically the land is being primarily utilised for agricultural practices proposed transmission will be filtered from this location including irrigated pastures, grazing and cropping. running to the southwest in the same alignment as Vegetation filter views towards the Project.

as HIGH, due to partial views of the GWT scenic protection area and Lake River.

Potential Visual Impact:

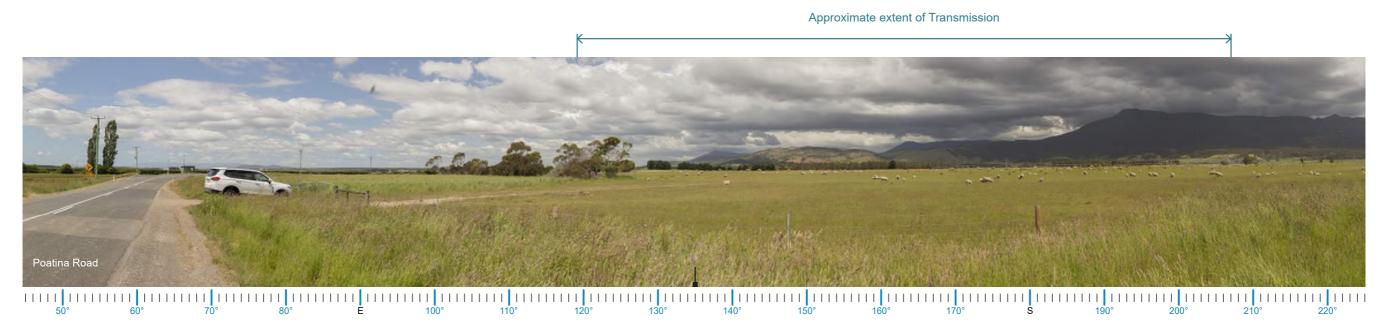
This viewpoint was taken along Lake River Road. The From this location, the Solar Farm will not be visible

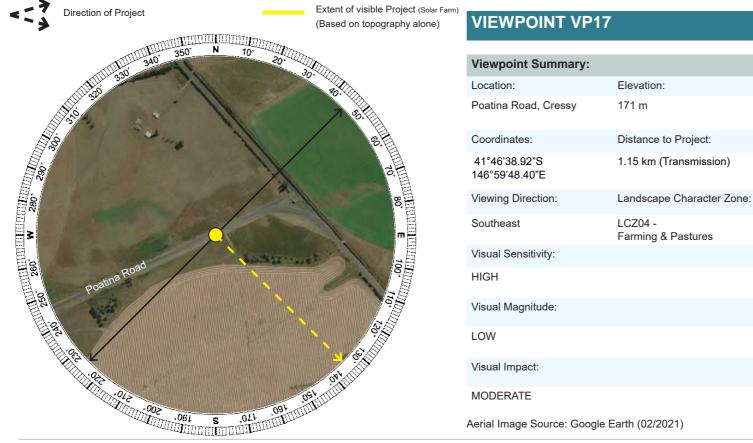
the existing transmission line. The proportion of the view affected however is low as the Project will be The visual sensitivity of this viewpoint has been rated indiscernible with the existing infrastructure.

> The visual magnitude is LOW resulting in a **MODERATE** visual impact rating.

VP17 Poatina Road, Cressy

Viewing direction and centre of panorama





Extent of panorama

| This viewpoint was taken along Poatina Road, | | | |
|---|--|--|--|
| looking towards Palmerston Substation and the Great | | | |
| Western Tiers (GWT) scenic protection area to the | | | |
| southeast. The terrain is relatively flat in this localised | | | |
| area, with the surrounding land being used for energy | | | |
| distribution and agricultural practices. Views are open | | | |
| towards the GWT. | | | |

Existing Landscape Character Description:

protection area in combination with the location of the and will be difficult to distinguish the Project. viewpoint on a low use road.

Potential Visual Impact:

From this location, the Solar Farm will not be visible due to the terrain and vegetation limiting clear views.

The associated infrastructure, specifically the proposed transmission will be partially visible from this location running to the Palmerston Substation in the same alignment as the existing transmission line. The change to the landscape character will The visual sensitivity of this viewpoint has been rated be minimal as the proposed transmission line is as HIGH, due to direct views of the GWT scenic compatible with the existing infrastructure in the area,

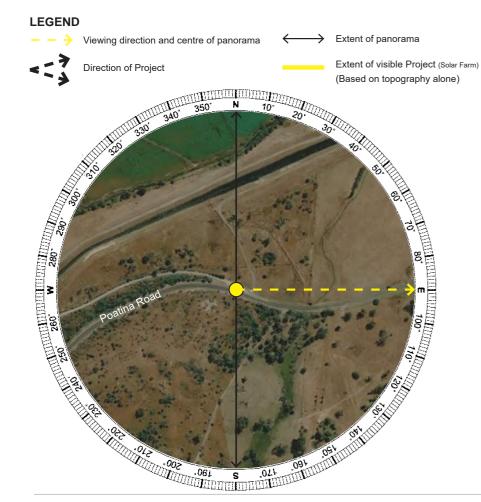
> The visual magnitude is LOW resulting in a **MODERATE** visual impact rating.

Moir Landscape Architecture

VP18 Poatina Road, Poatina

Approximate extent of Transmission





VIEWPOINT VP18

| Viewpoint Summary: | | |
|---|-------------------------------|--|
| Location: | Elevation: | |
| Poatina Road, Poatina | 207 m | |
| Coordinates: | Distance to Project: | |
| 41°47'2.06"S 146°57'52.30"E | 2.14 km (Transmission) | |
| Viewing Direction: | Landscape Character Zone: | |
| East | LCZ04 - Farming & Pastures | |
| Visual Sensitivity: | | |
| LOW | | |
| Visual Magnitude: | | |
| NIL | | |
| Visual Impact: | | |
| NIL | | |
| Aerial Image Source: Google Earth (02/2021) | | |

Existing Landscape Character Description:

The terrain is characterised as gently undulating to the terrain and vegetation limiting clear views. with the surrounding land being used for housing and agricultural practices. Dense vegetation along The visual magnitude is NIL resulting in a NIL visual Poatina Road filter views towards the Project to the impact rating. east.

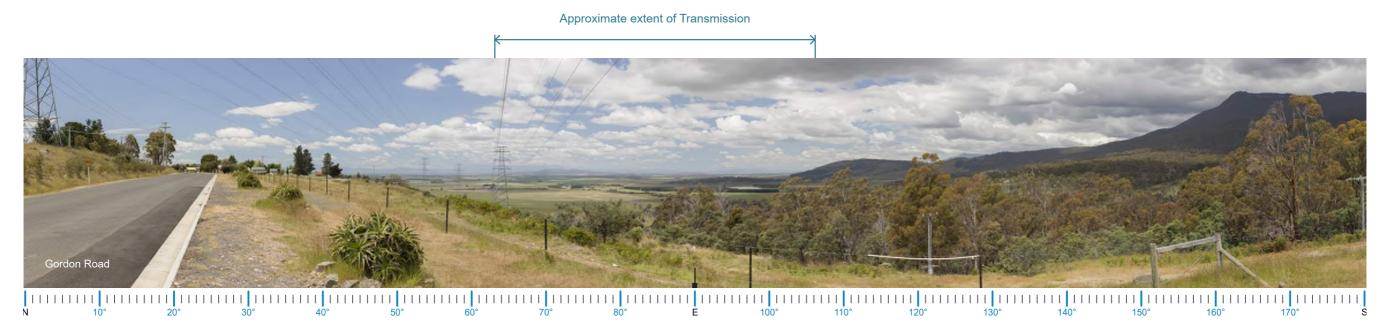
The visual sensitivity of this viewpoint has been rated as LOW, due to the location of the viewpoint on a low use road.

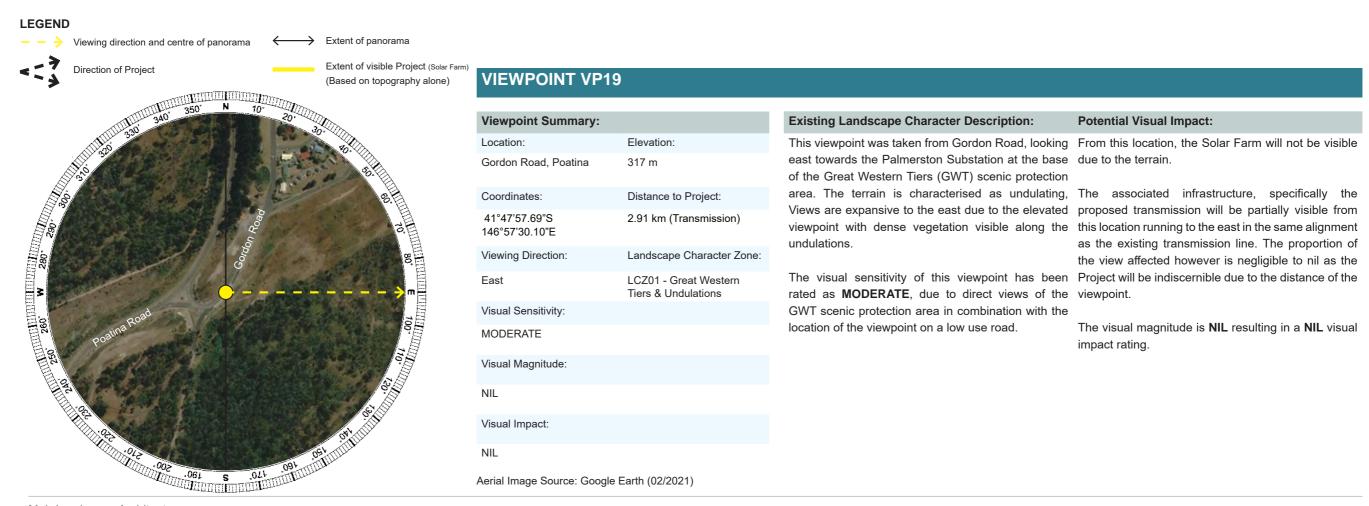
Potential Visual Impact:

This viewpoint was taken along Poatina Road. From this location, the Project will not be visible due

Moir Landscape Architecture

VP19 Gordon Road, Poatina



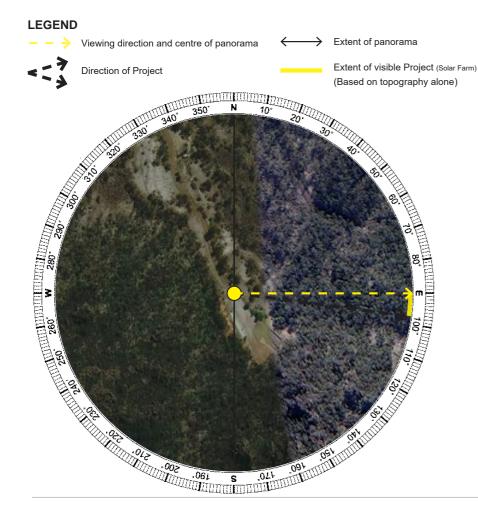


Moir Landscape Architecture

VP20 Poatina Road Lookout, Poatina







VIEWPOINT VP20

| Viewpoint Summary: | |
|----------------------------------|--|
| Location: | Elevation: |
| Poatina Road Lookout, Poatina | 956 m |
| Coordinates: | Distance to Project: |
| 41°48'55.05"S 146°53'22.57"E | 8.90 km (Transmission) |
| Viewing Direction: | Landscape Character Zone: |
| East | LCZ01 - Great Western Tiers & Undulations |
| Visual Sensitivity: | |
| HIGH | |
| Visual Magnitude: | |
| NIL | |
| Visual Impact: | |
| NIL | |

Aerial Image Source: Google Earth (02/2021)

Existing Landscape Character Description:

a recreation area near the Poatina Power Station. due to the terrain containing views to the east. Due to the elevated position of the viewpoint, views from this location are expansive to the northeast. The associated infrastructure, specifically the hydroelectricity energy generation infrastructure.

The visual sensitivity of this viewpoint has been distance of the viewpoint. rated as HIGH, due to the location of the viewpoint at the Poatina Lookout within the Great Western Tiers The visual magnitude is NIL resulting in a NIL visual (GWT) scenic protection area.

Potential Visual Impact:

This viewpoint was taken at Poatina Road Lookout, From this location, the Solar Farm will not be visible

The terrain is characterised as undulating, with the proposed transmission will be partially visible escarpment consisting of rock formations and dense from this location running to the northeast towards vegetation. Infrastructure associated with energy Palmerston Substation in the same alignment as the production is visible from this location, including existing transmission line. The proportion of the view affected however is negligible to nil as the Project will be indiscernible due to the elevated position and

impact rating.

C

Photomontages & Wireframe Diagrams

Rev A 03.03.23

Appendix C. Photomontages

Public Photomontages:

PM01: VP01

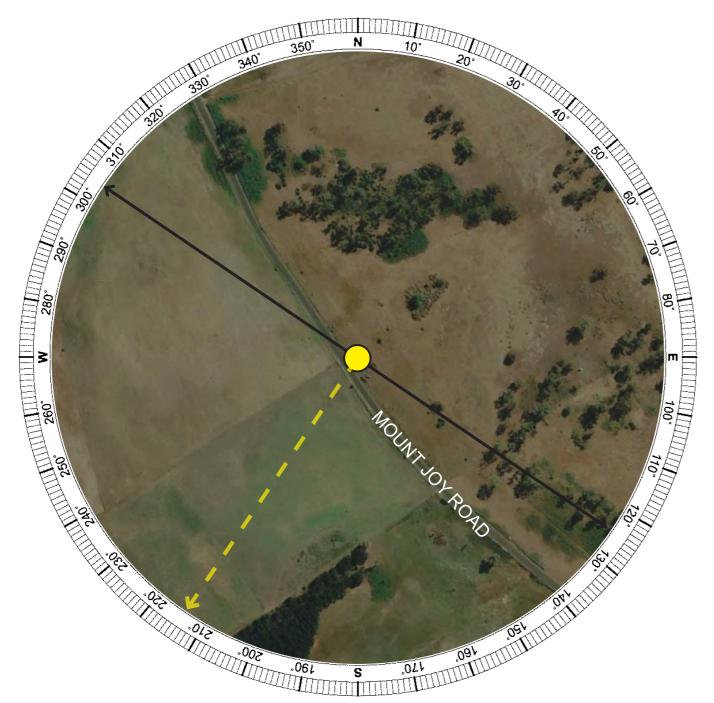
PM02: VP10

PM03: VP15

PM04: VP17

PM05: VP19

Photomontage 01 Viewpoint VP01



Aerial Image - Photomontage Location (Aerial Image Source: Google Earth 2021)

Photomontage 01 Location: Mount Joy Road, Cressy Photograph Date and Time: 6th December 2022 4:36pm Coordinates: 41°46'01.05"S 147°12'46.87"E Distance to Project: 7.28 km Viewing Direction: Southwest Elevation: 185 m

Representative Dwelling/s:

Photomontage 01 Viewpoint VP01

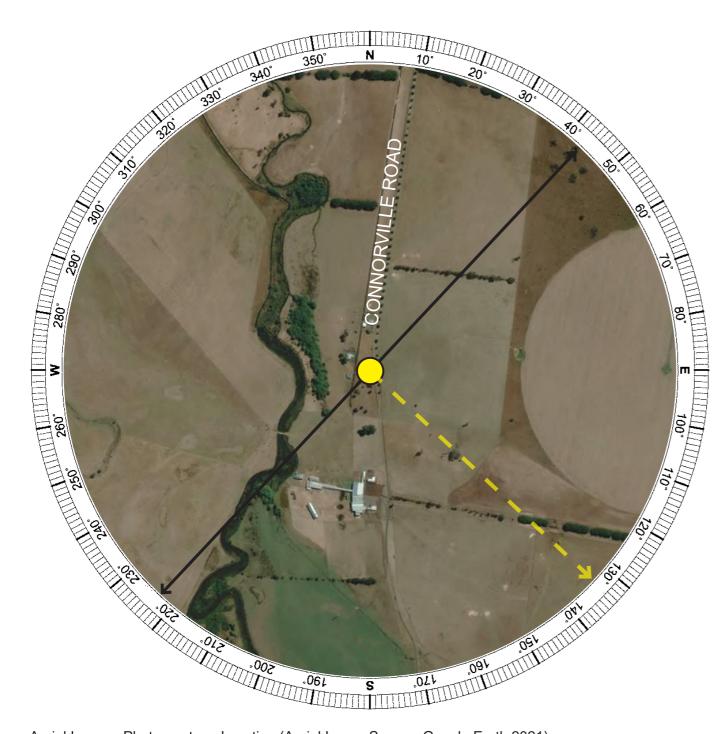


Existing View | 180° Baseline Panorama



Proposed View | 180° Photomontage

Photomontage 02 Viewpoint VP10



Aerial Image - Photomontage Location (Aerial Image Source: Google Earth 2021)

Photomontage 02

Location:

Connorville Road, Cressy

Photograph Date and Time:

7th December 2022 11:29am

Coordinates:

41°49'19.68"S 147° 6'8.81"E

Distance to Project:

2.50 km (Solar Farm) - 0.50 km (Transmission)

Viewing Direction:

Southeast

Elevation:

172 m

Representative Dwelling/s:

Photomontage 02 Viewpoint VP10

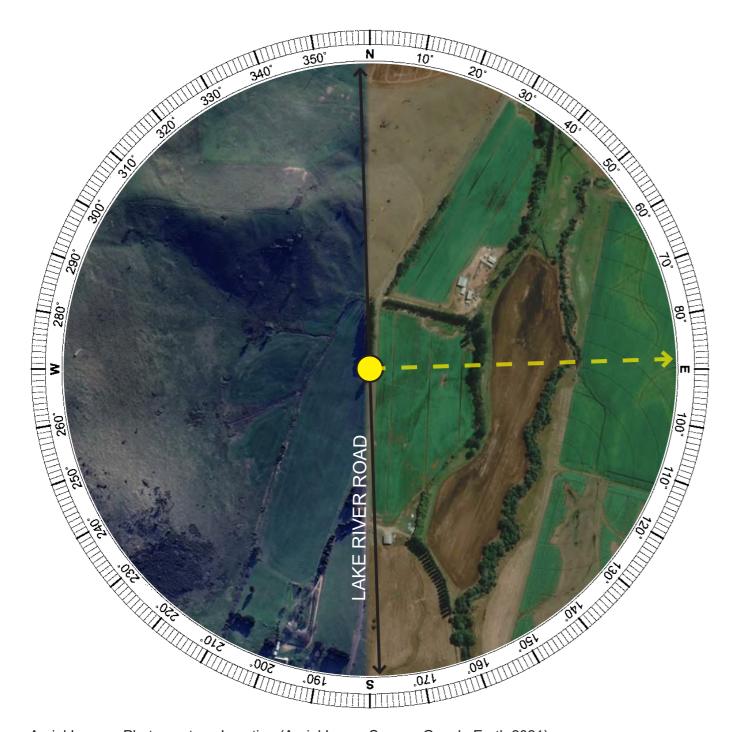


Existing View | 180° Baseline Panorama



Proposed View | 180° Photomontage

Photomontage 03 Viewpoint VP15



Aerial Image - Photomontage Location (Aerial Image Source: Google Earth 2021)

Photomontage 03

Location:

Lake River Road, Cressy

Photograph Date and Time:

7th December 2022 09:59am

Coordinates:

41°49'32.46"S 147° 4'40.32"E

Distance to Project:

4.50 km (Solar Farm) - 0.45 km (Transmission)

Viewing Direction:

East

Elevation:

176 m

Representative Dwelling/s:

Photomontage 03 Viewpoint VP15

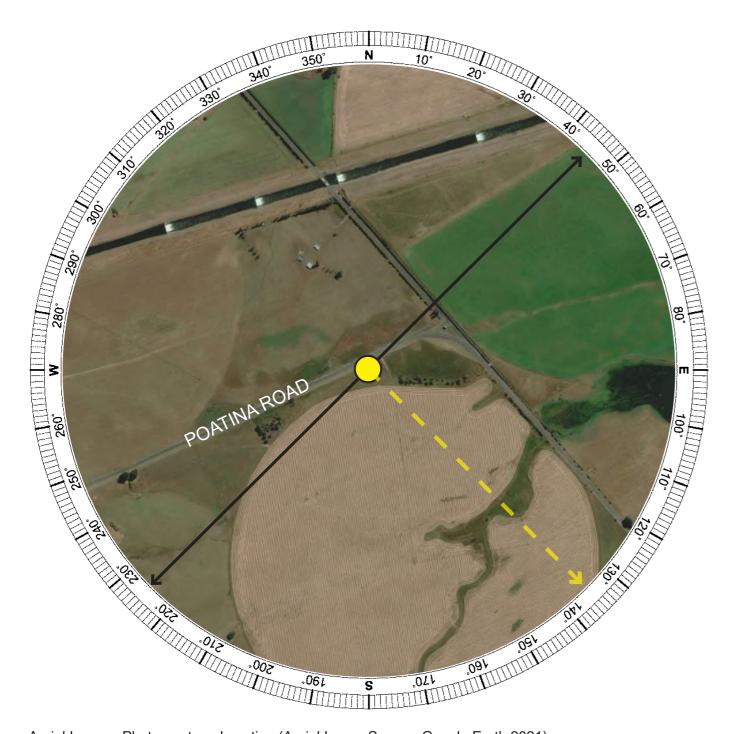


Existing View | 180° Baseline Panorama



Proposed View | 180° Photomontage

Photomontage 04 Viewpoint VP17



Aerial Image - Photomontage Location (Aerial Image Source: Google Earth 2021)

Photomontage 04

Location:

Poatina Road, Cressy

Photograph Date and Time:

7th December 2022 2:39pm

Coordinates:

41°46'38.92"S 146°59'48.40"E

Distance to Project:

1.15 km (Transmission)

Viewing Direction:

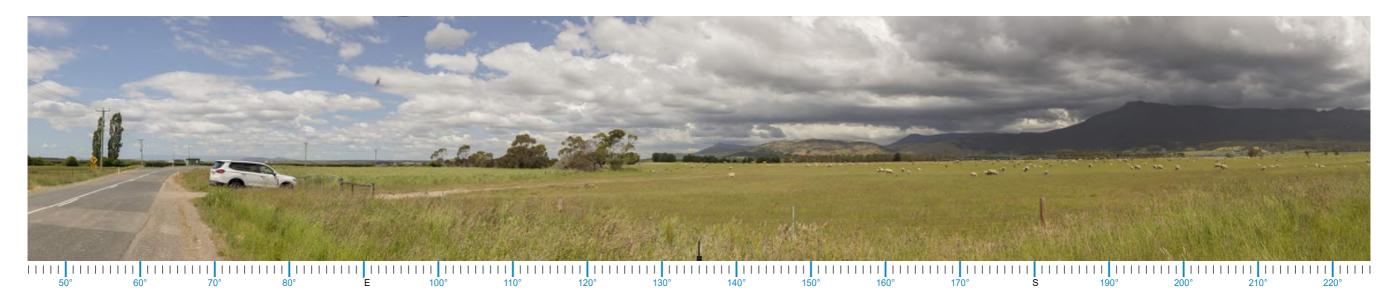
Southeast

Elevation:

171 m

Representative Dwelling/s:

Photomontage 04 Viewpoint VP17

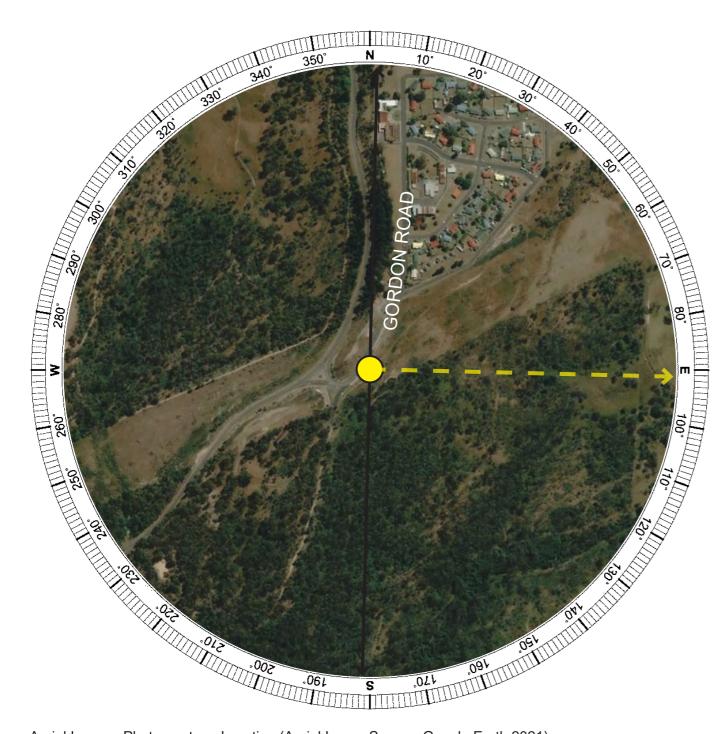


Existing View | 180° Baseline Panorama



Proposed View | 180° Photomontage

Photomontage 05 Viewpoint VP19



Aerial Image - Photomontage Location (Aerial Image Source: Google Earth 2021)

Photomontage 05 Location:

Gordon Road, Poatina

Photograph Date and Time:

7th December 2022 2:08pm

Coordinates:

41°47'57.69"S 146°57'30.10"E

Distance to Project:

2.91 km (Transmission)

Viewing Direction:

East

Elevation:

312 m

Representative Dwelling/s:

Photomontage 05 Viewpoint VP19



Existing View | 180° Baseline Panorama



Proposed View | 180° Photomontage