



Removal of Section 71 Agreement in Accordance with Section
74(3)

117-119 Elphin Road, Launceston

The Launceston Preparatory School

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1. Introduction

This submission is prepared in support of a request by The Launceston Preparatory School to remove the Section 71 Agreement by Consent.

The School is located at 117-119 Elphin Road, Launceston. The School has secondary frontage to Olive Street frontage.

The agreement restricts the number of students to 130 and staff to 17. This agreement was put in place before all independent schools in Launceston offered early learning to children aged 3 and over. It is also noted that the Launceston Interim Planning Scheme 2015 contains clear measurable standards to ensure amenity of adjoining uses is protected.

The education philosophy of The Launceston Preparatory School determines that class sizes are small. Since 1997, the School's policy is to limit class size to a maximum of 18 students per class. The removal of the cap will allow the school to comfortably deal with demand from early learning students to increasing the number of days they attend, and to be able to manage larger sibling groups coming through. If all classes contained 18 students, enrolment would be 162 students.

Current staffing levels are 15 full time equivalent positions, and a small increase in student numbers can be accommodated with a maximum increase of one teacher.

2. Site Description

The subject site is contained in two parcels of land, Certificate of Title CT139193/1 & Certificate of Title CT1333129/52.

The school is constructed on CT139193/1, this site has frontage to Elphin Road and Olive Street. The land contained in CT1333129/52 is used as open play space and is located on the western side of Olive Street.

Copies of the titles are provided at Appendix A of this submission.

At a Glance

Site: 117-119 Elphin Road,
Launceston CT139193/1 and
CT1333129/52

Proposal: Extension to Class
Rooms.

Zone: Community Purpose
and General Residential

Use: Education and Occasional
Care

Provision: The request is
pursuant to Section 74(3) of
the Land Use Planning and
Approvals Act, 1993.



Figure 1: Aerial Image of Site



Figure 2: Site location with Zoning (Red = General Residential, Yellow = Community Purpose Zone and Heritage Code)

4. Background

The Launceston Preparatory School was established in 1982 at 82A Elphin Road. The school then moved to its current site in 1985. The site has expanded to include first the Olive St properties, and then 117 Elphin Road. A planning permit issued in 2007 (DA559/2007) required the school to enter into a Section 71 Agreement (copy included at Appendix A). The agreement capped the number of students to 130 and staff to 17. It is understood that the S.71 Agreement was entered into in response to one representation made by a neighbour opposite the school with concerns about on street car parking.

The titles were adhered in 2003 to form one lot, however it appears that during the translation to the Interim planning scheme the opportunity to remove the split zoning was not acted upon.

5. Land Use Planning and Approvals Act 1993

The request to remove the Section 71 Agreement is made pursuant to Section 74(3) which allows the Planning Authority and those that are bound by the covenants to end the agreement. The relevant section of the Act states,

74. Duration of agreement

(1) An agreement may provide that the agreement or any specified provision of the agreement comes into operation on or after –

(a) the coming into operation of a specified amendment of an LPS; or

(b) the granting of a permit permitting use or development for a specified purpose; or

(c) the happening of a specified event; or

(d) a specified time; or

(e) the start or completion of a use or development or a specified part of a use or development.

(2) An agreement may provide that the agreement ends on or after –

(a) the happening of any specified event; or

(b) a specified time; or

(c) the cessation of a use or development for a specified purpose.

(3) An agreement may be ended by the planning authority with the approval of the Commission or by agreement between the authority and all persons who are bound by any covenant in the agreement.

It is our opinion that the Planning Authority could agree with the School to end the agreement. We are unsure if this matter has been delegated by the Planning Authority to the General Manager or if it requires the Council to meet as the Planning Authority.

Although the Act is silent in relation to a public comment period and notification of adjoining owners regarding this matter, we are not opposed to this being undertaken and would be happy to make available any information required to assist.

6. Assessment

The Section 71 Agreement acts as a constraint on the intensity of the use of the subject site as a school. This section therefore provides an assessment of a school against the use standards and any development standards that relates to the intensity of use.

The agreement restricts the number of students to 130 and staff to 17. This agreement was put in place as a condition of a planning permit issued in 2007. It is noted that this occurred under the previous planning scheme. Clearer requirements are now in place for assessing impact on amenity. Further, the S.71 predates all independent schools in Launceston being able to offer early learning to children aged 3 and over.

Current enrolment is 128 students, with 15 full time equivalent staff members.

The School has a very clear policy of being a good neighbour to the surrounding residents. Enforcement of self-imposed parking restrictions and adherence to road rules is actively pursued, and at every opportunity the School reminds parents of these issues.

The title of the School is a split zone, where essentially half is zoned Community Purpose and half is zoned General Residential.

In accordance with the drafting guidelines issued by the Tasmanian Planning Commission during the preparation of Interim Planning Scheme it is noted that split zoning is to be discouraged. When having regard to the use of the site, land tenure and ownership it would be preferable to have the whole of the site zoned Community Purpose.

In removing the Section 71 agreement consideration is given to the Use Standards in each zone.

10.0 General Residential

10.1 Zone Purpose

10.1.1 Zone Purpose Statements

10.1.1.1

To provide for residential use or development that accommodates a range of dwelling types at suburban densities, where full infrastructure services are available or can be provided.

10.1.1.2

To provide for compatible non-residential uses that primarily serve the local community.

10.1.1.3

Non-residential uses are not to adversely affect residential amenity, through noise, activity outside of business hours, traffic generation and movement, or other off site impacts.

10.1.1.4

To encourage residential development that respects the existing and desired neighbourhood character.

10.1.1.5

To encourage residential use and development that facilitates solar access, integrated urban landscapes, and utilisation of public transport, walking and cycling networks.

Response

Zone purpose statements 10.1.1.2 and 10.1.1.3 are relevant to the School. It is noted that the School was an existing approved use before this Scheme came into effect. A school is a compatible non-residential use in the zone.

10.2 Use Table - Educational and Occasional Care is a Discretionary Use.

10.3 Use Standards

10.3.1 Hours of operation

<p>Objective: To ensure that non-residential uses do not cause unreasonable loss of amenity to nearby sensitive uses.</p>		
Acceptable Solution	Performance Criteria	Assessment
<p>A1 Commercial vehicles must only operate between 7.00am and 7.00pm Monday to Friday and 8.00am to 6.00pm Saturday and Sunday.</p>	<p>P1 Commercial vehicles must not unreasonably impact on the amenity of nearby sensitive uses, having regard to: (a) the extent and timing of traffic generation; (b) the hours of delivery and dispatch of goods and materials; and (c) the existing levels of amenity.</p>	<p>No commercial vehicles are associated with the use of the school.</p> <p>The school meets A1.</p>

10.3.2 Mechanical plant and equipment

<p>Objective: To ensure that the use of mechanical plant and equipment does not cause an unreasonable loss of amenity to sensitive uses.</p>		
Acceptable Soliton	Performance Criteria	Assessment
<p>A1 Air conditioning, air extraction, heating or refrigeration systems or compressors must be designed, located, baffled or insulated to prevent noise, odours, fumes or vibration from being received by adjoining or immediately opposite sensitive uses.</p>	<p>P1 Noise, odours, fumes or vibration generated must not cause unreasonable loss of amenity to adjoining or immediately opposite sensitive uses, having regard to: (a) the characteristics and frequency of any emissions generated; (b) the nature of the proposed use;</p>	<p>Standard residential heat pumps are used for heating and cooling.</p> <p>Further the limiting of student numbers would not be an effective way in which to control possible impact of noise, odour, fumes or vibration from plant and equipment.</p> <p>The School meets A1.</p>

	<ul style="list-style-type: none"> (c) the topography of the site; (d) the landscaping of the site; and (e) any mitigation measures proposed. 	
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10.3.3 Light spill and illumination

<p>Objective: To ensure that light spill and levels of illumination from external lighting does not cause unreasonable loss of amenity to sensitive uses.</p>		
Acceptable Solution	Performance Criteria	Assessment
<p>A1 The use must:</p> <ul style="list-style-type: none"> (a) not include permanent, fixed floodlighting where the zone adjoins the boundary of the Inner Residential, Low Density Residential, Urban Mixed Use and Village zones; and (b) contain direct light from external light sources within the boundaries of the site. 	<p>P1 Floodlighting or other external lighting used on the site must not cause an unreasonable loss of amenity to nearby sensitive uses, having regard to:</p> <ul style="list-style-type: none"> (a) the number of light sources and their intensity; (b) the proximity of the proposed light sources to nearby sensitive uses; (c) the topography of the site; (d) the landscaping of the site; (e) the degree of screening between the light source and the sensitive uses; and (f) existing light sources nearby. 	<p>The School meets A1.</p>

10.3.4 External storage of goods

<p>Objective: To ensure that external storage of goods, materials and waste does not detract from the amenity of the area.</p>		
Acceptable Solution	Performance Criteria	Assessment
<p>A1 Storage of goods and materials, other than for retail sale, or waste must not be visible from any road or</p>	<p>P1 Storage of goods and materials, other than for retail sale, or waste must be located or screened to minimise its impact on</p>	<p>No goods are stored outside.</p> <p>The proposal meets A1.</p>

public open space adjoining the site.	views into the site from any roads or public open space adjoining the site, having regard to: (a) the nature of the use; (b) the type of goods, materials or waste proposed to be stored; (c) the topography of the site; (d) the landscaping of the site; and (e) any screening proposed.	
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10.3.5 Commercial vehicle parking

Objective: To ensure that parking of commercial vehicles does not detract from the amenity of the area.		
Acceptable Solution	Performance Criteria	Assessment
A1 Commercial vehicles must be parked within the boundary of the site.	P1 Parking of commercial vehicles must not detract from the amenity of the area, having regard to: (a) the number and type of vehicles; (b) the frequency and length of stay; (c) the location of offsite parking; and (d) the availability of offsite parking in the area.	No commercial vehicles are associated with the School. The School meets A1.

17.0 Community Purpose Zone

17.1 Zone Purpose

17.1.1 Zone Purpose Statements

17.1.1.1

To provide for key community facilities and services where those facilities and services are not appropriate for inclusion as an associated activity within another zone.

17.1.1.2

To provide for a range of health, educational, government, cultural and social facilities.

17.1.2 Local Area Objectives

There are no local area objectives

17.1.3 Desired Future Character Statements

There are no desired future character statements.

Response:

The use of educational and occasional care is a permitted use within the zone and is therefore a use the planning scheme has determined is appropriate.

17.2 Use Table

Education and Occasional Care is a Permitted within the Community Purpose Zone.

Codes

E1 BUSHFIRE HAZARD CODE – Not Applicable

E2 POTENTIALLY CONTAMINATED LAND CODE – Not Applicable

E3 LANDSLIP CODE - Not Applicable

E4 ROAD AND RAILWAY ASSETS CODE

The cap on student numbers is relevant to the intensity of the use and therefore the standards contained in the Road and Railway Assets Code. A traffic impact assessment has been prepared by GHD assessing the impact of the removal of the Section 71 Agreement.

E5 FLOOD PRONE AREAS CODE - Not Applicable

E6 CAR PARKING AND SUSTAINABLE TRANSPORT CODE

This Code is relevant. Table E6.1 requires that 1 carparking space is provided per employee. The section 71 agreement limits staff numbers and therefore places a cap on the difference between parking spaces provided and staff numbers.

The traffic impact assessment prepared by GHD has assessed the development against this code.

E7 SCENIC MANAGEMENT CODE – Not Applicable

E8 BIODIVERSITY CODE - Not Applicable

E9 WATER QUALITY CODE - Not Applicable

E10 OPEN SPACE & RECREATION CODE - Not Applicable

E11 ENVIRONMENTAL IMPACTS AND ATTENUATION CODE -Not Applicable

E12 AIRPORTS IMPACT MANAGEMENT CODE - Not Applicable

E13 LOCAL HISTORIC HERITAGE CODE - This code is relevant but is not impacted by the Section 71 Agreement.

E14 COASTAL CODE - Not Applicable

E15 TELECOMMUNICATIONS CODE - Not Applicable

E16.0 INVERMAY/INVERESK FLOOD INNUNDATION CODE - Not Applicable

E17.0 CATARACT GORGE MANAGEMENT CODE - Not Applicable

E18.0 SIGNAGE CODE - Not Applicable

E19.0 DEVELOPMENT PLAN CODE - Not Applicable

7. Conclusion

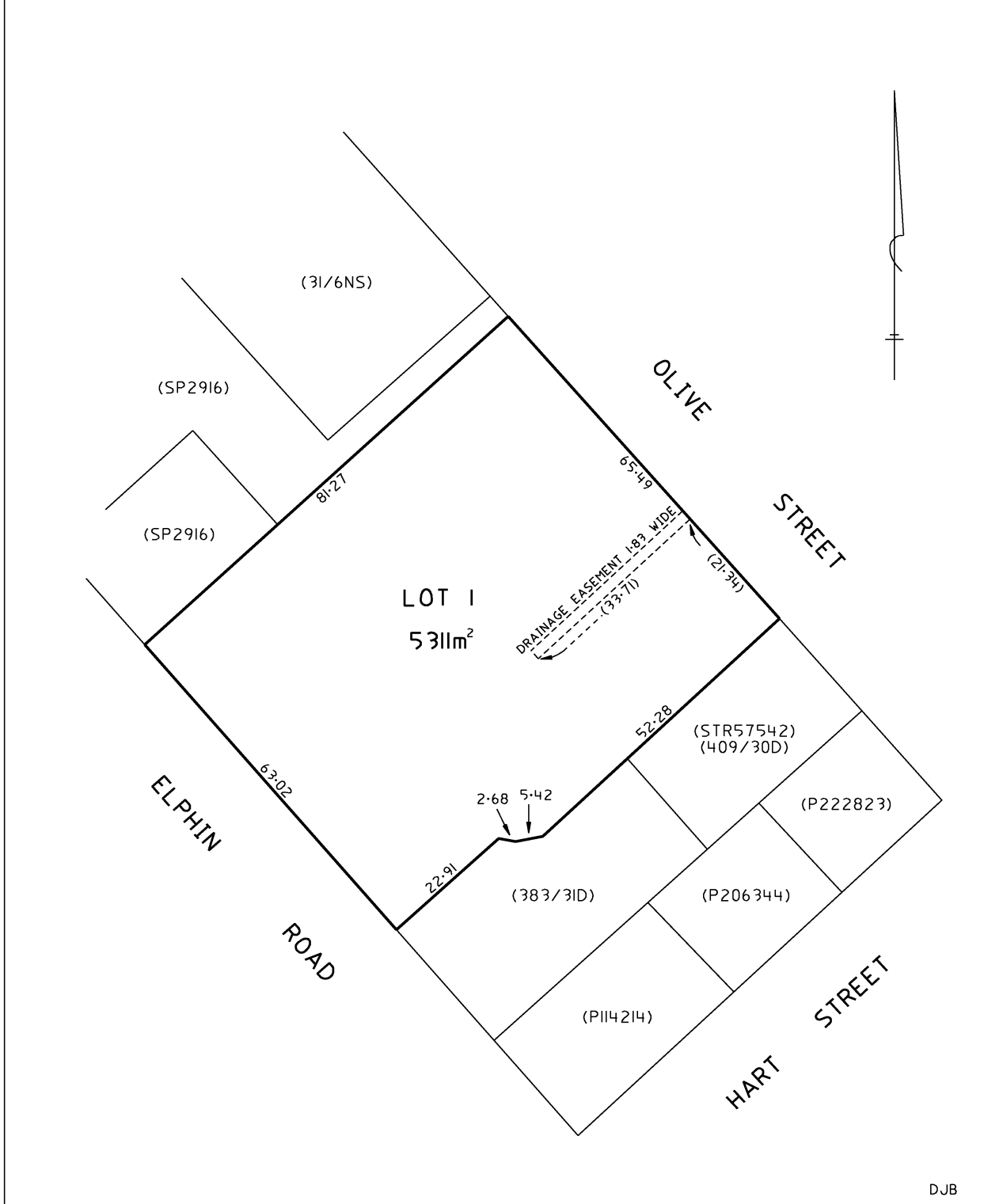
Agreement to remove the Section 71 agreement is a reasonable request as the constraint of student numbers unfairly restricts school enrolments at an arbitrary figure. Traffic impact has been investigated by GHD, and the report concluded that limited impact occurs to the traffic network. Further, this impact is confined to very brief windows during school days. It is considered that as the School is an existing use that has demonstrated over a long period of time that it is a good neighbour, and that the Launceston Interim Planning Scheme 2015 has clear and measurable standards relating to impact to manage future development, therefore the Section 71 Agreement is no longer needed.



Appendix B: Traffic Impact Assessment

OWNER FOLIO REFERENCE F/R 81836 - 2 F/R 222940 - 1 F/R 235926 - 1 GRANTEE PART OF (10-0-0), GTD TO RICHARD DRY	PLAN OF TITLE		Registered Number P.139193
	LOCATION CITY OF LAUNCESTON FIRST SURVEY PLAN No. COMPILED BY LDRB SCALE 1: 600 LENGTHS IN METRES		APPROVED 30 APR 2003 <i>Alice Kawa</i> Recorder of Titles

MAPSHEET MUNICIPAL CODE No. 120 (5041-44)	LAST FXA45, UPI No 5437281, 5437283	LAST PLAN 409/30D No. P222940, P235926	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN
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DJB

SEARCH OF TORRENS TITLE

VOLUME 139193	FOLIO 1
EDITION 4	DATE OF ISSUE 29-Jul-2009

SEARCH DATE : 29-Jun-2018

SEARCH TIME : 12.33 PM

DESCRIPTION OF LAND

City of LAUNCESTON
 Lot 1 on Plan 139193
 Derivation : part of 10 acres gtd. to R.Dry
 Prior CTs 81836/2, 222940/1 and 235926/1

SCHEDULE 1

A981554 B887108 & C331741 TRANSFER to LAUNCESTON PREPARATORY
 SCHOOL INCORPORATED Registered 25-Jul-1995 at 12.01
 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 A133865 FENCING CONDITION in Transfer
 C437106 ADHESION ORDER under Section 110 of the Local
 Government (Building and Miscellaneous Provisions)
 Act 1993 Registered 16-May-2003 at noon
 C889243 AGREEMENT pursuant to Section 71 of the Land Use
 Planning and Approvals Act 1993 Registered
 01-Dec-2008 at noon
 C919349 MORTGAGE to National Australia Bank Limited
 Registered 29-Jul-2009 at noon

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



The Launceston Preparatory School
Early Learning Centre
Traffic Impact Assessment

May 2018

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1. Introduction

1.1 Background

GHD were engaged by The Launceston Preparatory School to prepare a Traffic Impact Assessment for the expansion of The Kindergarten and Early Learning Centre building (34 Olive Street). Whilst the proposed development would not necessarily increase student numbers (and therefore traffic generation), the school is also seeking to remove a statutory restriction on enrolments, which is currently set at 130 students. This aspect is therefore the focus of this report.

1.1.1 School History

The Launceston Preparatory School has developed over time since commencing in 1982 to its current enrolment of approximately 130 students. A brief summary of the school development is presented in Table 1.

Table 1 Summary of School Development

Year	Development
1982	Commenced operation in a private home at 82A Elphin Road
1985	Rezoning and move to 119 Elphin Road
1995	Acquisition of 34 Olive Street including three off-street car parking spaces
1997	Strategic plan identified optimum teaching group size as no more than 18 students
1999	Acquisition of 31-41 Olive Street for outdoor playing space and sports area
2001	Acquisition of 117 Elphin Road
2002	Maximum enrolments increased to 130 FTE students and 17 FTE staff members
2009	Construction of new Multi-Purpose Hall on Olive Street frontage including four additional off-street car parking spaces
2013	Opening of Early Learning Centre (three days per week)
2016+	Planned redevelopment of Kindergarten and Early Learning Centre building

1.2 Purpose of this report

The purpose of this report is to investigate the potential traffic and road safety impacts of the proposed expansion in the context of the existing road network.

1.3 Scope and limitations

This report: has been prepared by GHD for The Launceston Preparatory School and may only be used and relied on by The Launceston Preparatory School for the purpose agreed between GHD and the The Launceston Preparatory School as set out in section 1.2 of this report.

GHD otherwise disclaims responsibility to any person other than The Launceston Preparatory School arising in connection with this report. GHD also excludes implied warranties and conditions, to the extent legally permissible.

The services undertaken by GHD in connection with preparing this report were limited to those specifically detailed in the report and are subject to the scope limitations set out in the report.

The opinions, conclusions and any recommendations in this report are based on conditions encountered and information reviewed at the date of preparation of the report. GHD has no responsibility or obligation to update this report to account for events or changes occurring subsequent to the date that the report was prepared.

The opinions, conclusions and any recommendations in this report are based on assumptions made by GHD described in this report. GHD disclaims liability arising from any of the assumptions being incorrect.

GHD has prepared this report on the basis of information provided by The Launceston Preparatory School and others who provided information to GHD (including Government authorities)], which GHD has not independently verified or checked beyond the agreed scope of work. GHD does not accept liability in connection with such unverified information, including errors and omissions in the report which were caused by errors or omissions in that information.

1.4 Referenced Materials

A number of documents and materials were referred to during the preparation of this report including the following:

- *Launceston Interim Planning Scheme 2015* (the Planning Scheme)
- *AS2890.1 Parking facilities – Part 1: Off-street car parking, 2010*
- Elphin Road turning movement count data, GHD 2013
- Elphin Road traffic data, City of Launceston 2012
- Olive Street traffic data, City of Launceston 2015
- Crash data, Department of State Growth, 2013–2017

1.5 Study Area

The study area consists of The Launceston Preparatory School sites at 117-119 Elphin Road, 34 Olive Street and 31-41 Olive Street, as well as Elphin Road, between Richards Avenue and Lime Avenue, and Olive Street, between Hart Street and Dalwood Street. The study area and surrounds are presented in Figure 1. An aerial view of the school site is presented in Figure 2. The study area is located within the 'Community Purpose Zone' as defined in the Planning Scheme.

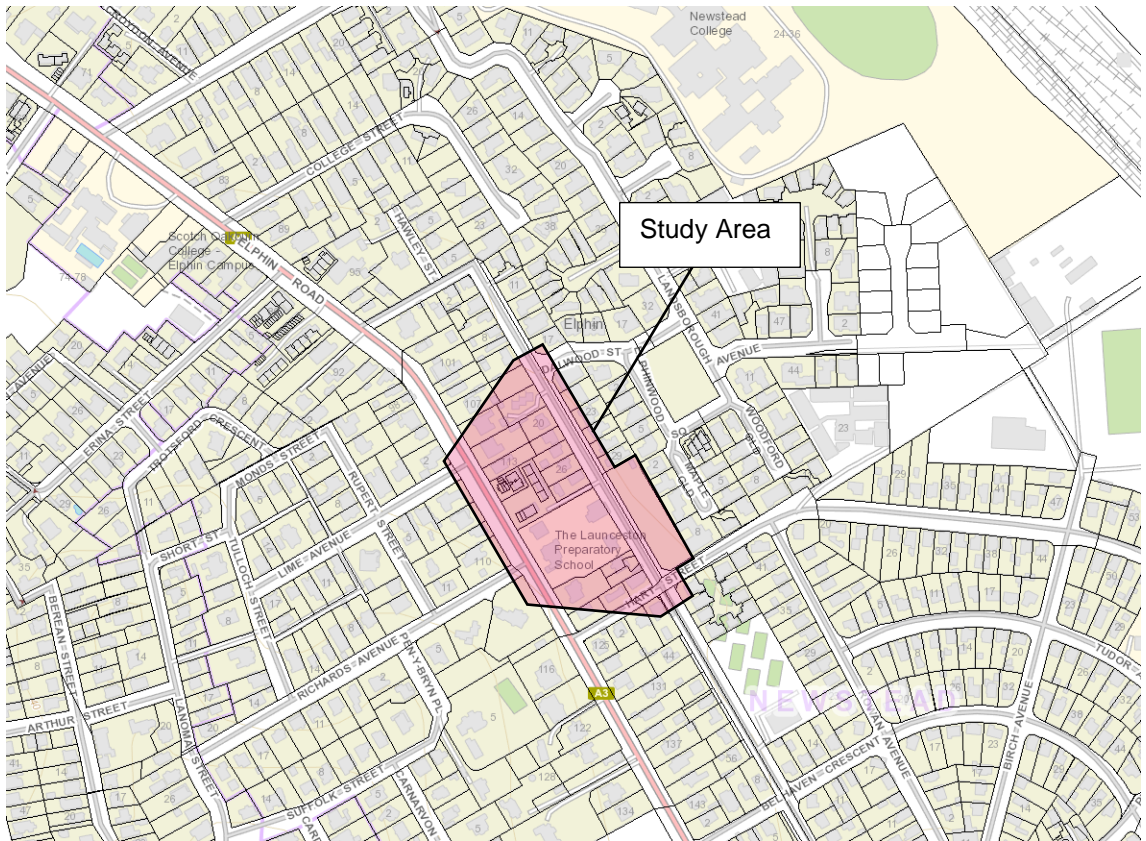


Figure 1 Study Area

Base image source: LISTMap, DPIWWE



Figure 2 The Launceston Preparatory School Site

2. Existing Conditions

2.1 Elphin Road

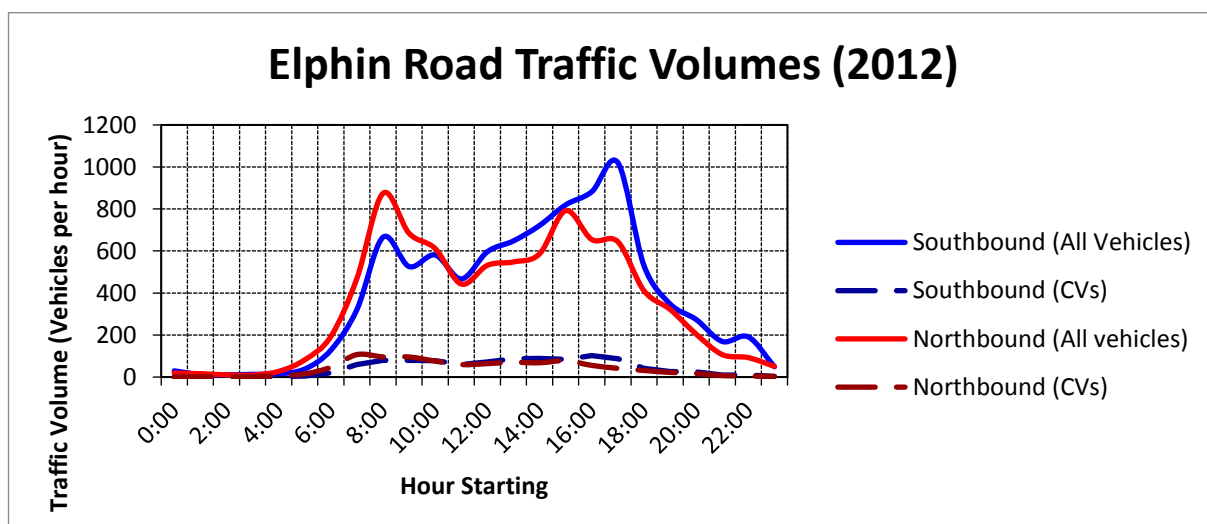
Elphin Road is a primary arterial road connecting between Launceston and Newstead. The road has a width of approximately 15 metres, which includes on-street parking (2.5 metres), bicycle lanes (1.5 metres) and traffic lanes (3.5 metres). It is a two-way, two-lane road with a posted speed limit of 60 km/hr. Figure 3 shows Elphin Road between Hart Street and Richards Avenue.

On-street parking is unrestricted with the exception of bus stops, which are located as follows:

- Northbound – Immediately north of Richards Avenue opposite the school
- Southbound – Outside the school, directly opposite Richards Avenue

Footpaths are provided along both sides of the road and a pedestrian refuge median island treatment is provided on Elphin Road between Richards Avenue and Hart Street.

Elphin Road carries upwards of 17,500 vehicles per day¹ with a relatively high proportion of commercial vehicles at around 11% of all traffic (Austroads Class 3 and above). Two-way peak volumes are around 1540 vehicles per hour in the AM peak period (8:00 am to 9:00 am) and 1610 vehicles per hour in the PM peak period (3:00 pm to 4:00 pm).



¹ City of Launceston traffic data, collected March 2012 near Dowling Street

Figure 3 Elphin Road looking north



2.2 Olive Street

Olive Street runs parallel to Elphin Road through a predominantly residential area. Figure 4 shows Olive Street looking north. The Launceston Preparatory School has frontage onto Olive Street between Hart Street and Dalwood Street. In this section the road has a width of approximately 8.1 metres. Parking is typically available on both sides of the road; however, the following restrictions are in place:

- “No Standing” on the eastern side of the road (opposite the school site) from 8:00 – 9:30 am and 2:30 – 4:00 pm on school days to encourage a south-north traffic flow for drop-off and pick-up of students (this zone was instituted at the request of the school); and
- “No Standing” on the western side of the road (outside the collection point) from 8:15 – 9:00 am and 2:30 – 4:00 pm school days with buses excepted.

Olive Street currently carries around 1,000 vehicles per day with peak volumes of up to 150 vehicles per hour². Across the day northbound traffic volumes are some 50% higher than southbound, which is likely a result of the south-north traffic flow associated with the school.

The default urban speed limit of 50 km/h applies to Olive Street, with a 40 km/h school speed zone present in the immediate vicinity of the school between Hart Street and Dalwood Street. Variable speed signs are located outside 21/23 Olive Street and 36 Olive Street. Council’s traffic data suggests that around 22% of all vehicles on Olive Street exceed 50 km/h, and 10% exceed 60 km/h, past the school.

² City of Launceston traffic data, collected February 2015 outside The Launceston Preparatory School

Figure 4 Olive Street looking north



2.3 Public Transport Provision

The Launceston Preparatory School site is currently serviced by the Launceston South Loop and the Launceston City to Launceston City Loop which are operated by Metro Tasmania and travel via Elphin Road. The routes are shown below in Figure 5 and Figure 6.

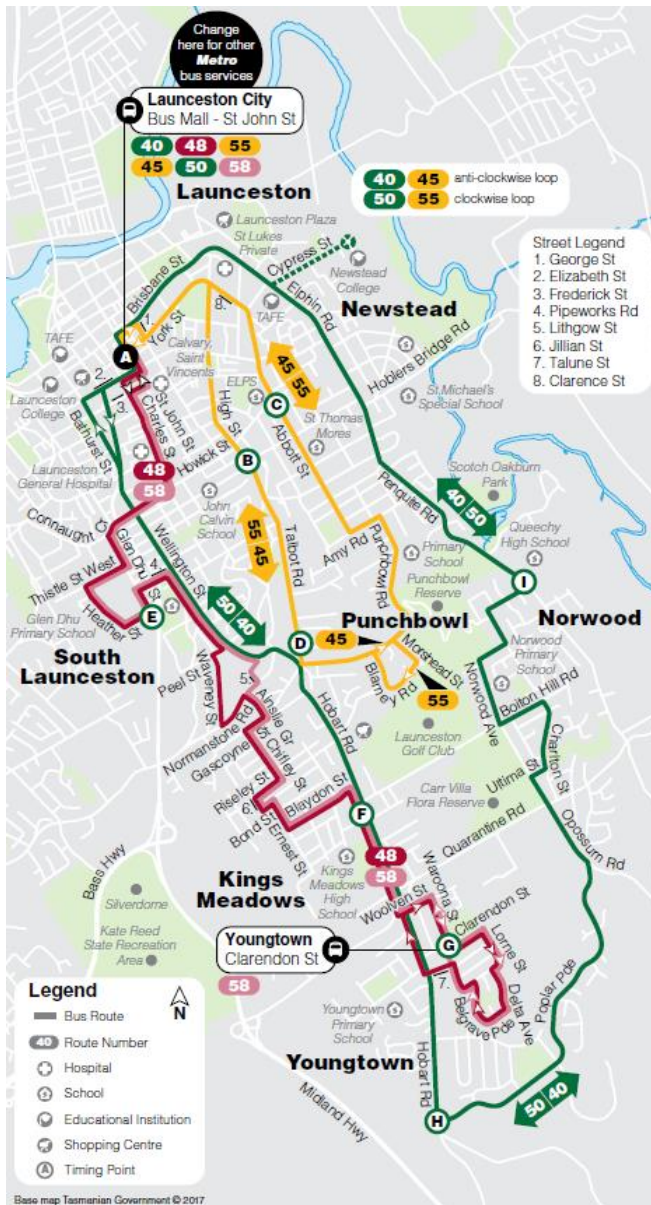


Figure 5 Route 40 and 50 – Launceston South Loop

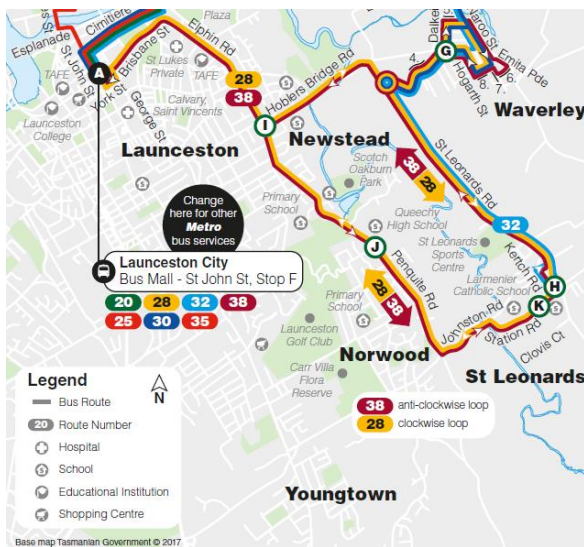


Figure 6 Route 28 and 38 – Launceston City to Launceston City Loop

2.4 Cyclist and Pedestrian Assessment

There are dedicated bicycle lanes along Elphin Road. Pedestrian footpaths are provided along both sides of the surrounding roads. A pedestrian refuge island is located on Elphin Road, between Hart Street and Richards Avenue. A kerb extension and pedestrian crossing point is located on Olive Street in front of the multi-purpose hall, as shown in Figure 7.

Figure 7 Olive Street Kerb extension



2.5 Road Safety Performance

Crash data was obtained from the Department of State Growth for a recent 5-year time period (1 January 2013 to 30 December 2017) for Elphin Road (between Hart Street and Olive Street), Hart Street and Olive Street (between Belhaven Crescent and Elphin Road). The crash history is summarised in Table 2.

Table 2 Crash History (2013 to 2017)

Location	Number of Crashes		Dominant crash type(s)
	Total	Casualty	
Mid-Block Segments			
Hart Street	1		On Path (1)
Olive Street	4	1	Parked / Parking (3) Manoeuvring (1)
Elphin Road	9	1	Rear End (5) Off path on straight (2) On Path (1)
Intersections			
Hart Street / Olive Street	1	1	Cross traffic (1)
Elphin Road / Olive Street	1		Rear End (1)
Elphin Road / Hart Street	2		Rear End (1) Right Turning (1)
Elphin Road / Richards Avenue	2	1	Rear End (2)
Total	20	4	

There were a total of 20 crashes recorded on the key roads assessed in this report (mostly rear ends and two 'off path on straight' type crashes), with 4 of those resulting in injury. The largest number of crashes occurred on Elphin Road, which accounted for 45% of all crashes. This is considered to be representative of the high traffic volumes using this road rather than any specific road safety deficiency.

In Olive Street there were four recorded crashes, involving parking and parked vehicles, and manoeuvring.

Although the traffic volumes along Elphin Road are high, the Department of State Growth's crash data does not suggest a high crash rate for the intersections along Elphin Road (including Olive Street, Hart Street and Richards Street); less than two crashes are recorded at each of the intersections. The major crash types at these three intersections were "Vehicles from Same Direction" with 4 crashes. These 'right turning rear-end' type crashes are not uncommon at intersections.

There were no particular trends observed in the crash data that would indicate a particular road safety issue that would necessarily be impacted by additional traffic generation.

2.6 School Drop-off and Pick-up

When the school was originally established at the 119 Elphin Road site, there was a condition attached to utilise the Olive Street frontage for drop-off and pick-up of students rather than

Elphin Road. In the interest of student safety, this practice continues. In addition, the school has implemented the following traffic management measures:

- Parents are encouraged to drop-off and pick-up students in a northbound direction, which has been highlighted through the installation of “No Stopping” signage on the eastern side of the street.
- Parents are requested to stagger their arrival times during the morning drop-off and afternoon pick-up periods from 8:15 am to 8:45 am and 3:00 pm to 3:20 pm respectively.
- The school regularly includes reminders in email correspondence and weekly newsletters for parents to observe road rules and parking restrictions.
- The school occasionally requests Tasmania Police to patrol at drop-off and pick-up times to ensure that road rules and parking restrictions are adhered to.
- The school also encourages students and families to ride or walk to school, thereby reducing the demand for parking.

The typical after-school pick-up period proceeds as follows:

1. At 2:45 pm, parents are already beginning to wait in their cars along the western side of Olive Street for the school day to finish.
2. By 3:00 pm, the western side of Olive Street is fully occupied up to, and beyond, the Dalwood Street roundabout. Vehicles are also beginning to fill both sides of Hart Street and the eastern side of Olive Street, south of Hart Street.
3. Students congregate within the school grounds, on the north side of the Multi-Purpose Hall, with staff controlling access via the pedestrian gate.
4. As parents arrive to collect their children, staff release students into the custody of their parents who then accompany their children across, or along, Olive Street as required.
5. By around 3:15 pm, most students have been collected and the streets begin to clear.

Students leaving the school site are always accompanied by either school staff members or their parents.

3. Proposed Expansion

The Kindergarten and Early Learning Centre building (34 Olive Street) building is currently licensed for a maximum of 24 students at any one time. The Launceston Preparatory School plans to redevelop the building to accommodate more students through either an extension of the building or addition of a second storey (to be determined).

As identified in the 1997 strategic plan, the school would like to have the capacity to enrol up to but no more than 18 students in every class group from Early Learning to Grade 6. If utilised this would take overall student numbers to 162, beyond the current enrolment limit of 130 full-time equivalent students.

Existing site access arrangements will be retained.

3.1 Traffic Generation

3.1.1 Students

As noted above, whilst the proposed development would not necessarily increase student numbers (and therefore traffic generation), the school is also seeking to remove a statutory restriction on enrolments, which is currently set at 130 students.

The effective capacity of the school, based on the number of classrooms and adopted student / teacher ratios, is 162. However, the school is not likely to achieve this in the short term. Extra classes will not be added. The potential increase in overall numbers will merely allow individual class groups to increase by a couple of students where their numbers are currently under 18 students. Not all classes will increase to 18 students; there are often circumstances (e.g. time-tabling, students with learning difficulties) which will require class groups to be maintained under 18 students.

Whilst this is 25% more than the existing limit on enrolments of 130 students, it is likely that a proportion of the additional students would be siblings of existing students, reducing the implications of the increase in student numbers on traffic generation rates.

It is assumed that around 75% of new students would arrive by private car (drop-off or pick-up by parents) with the remaining 25% by bus, walking or bicycle, or travelling with an older sibling already at the school.

The additional traffic generation is likely to be approximately 28 additional trips in the AM and PM peak hour.

3.1.2 Staff

There are currently 15 full-time equivalent staff members. The proposed expansion will not include changes to the current condition limiting the school to a maximum of 17 full-time equivalent staff members, however the maximum number of staff on site at any time may increase by one. Currently 80 % of all teachers and staff travel to work by private car, but it is assumed that any the additional staff would drive their own vehicle.

The additional traffic generation is likely to be up to 2 trips per day.

3.1.3 Proposed Traffic Generation

Based on the above assumptions, the current and future traffic generation of the Launceston Preparatory School can be estimated as summarised in Table 3. The additional traffic generation is likely to be approximately 30 additional trips (in and out) in each of the AM and PM peak hours. However due to the one-way nature of traffic flow in Olive Street associated with

pick-up and drop-off activity, there would only be an additional 28 movements across the day in that street.

Table 3 Summary of Traffic Generation Estimates

Factor	Potential Increase from Existing
Students	+32
Proportion by car	75%
Average students per car	1.8
Total cars	+14
Total trips (in and out)	+28
Staff	
Number of staff	+1
Proportion by car	100%
Average staff per car	1.0
Total cars	+1
Total trips	29

3.2 Planning Scheme Assessment

Clause E4.5.1-A3 of the Planning Scheme states that: *“The annual average daily traffic (AADT) of vehicle movements, to and from a site, using an existing access or junction, in an area subject to a speed limit of 60km/h or less, must not increase by more than 20% or 40 vehicle movements per day, whichever is the greater.”*

The proposed expansion is expected to increase total traffic on Olive Street by 28 movements per day (an increase of 3% of the traffic on Olive Street) and therefore complies with the acceptable solution.

For locations beyond Olive Street, where both “in” and “out” movements would be added to existing traffic flow (e.g. on Elphin Road) the existing traffic volumes will be higher, and/or the additional traffic activity associated with the school more dispersed, such that any increase of more than 40 movements will be less than 20% more than existing volumes.

4. Site Access

The existing site has two accesses located on Olive Street, one in the northern corner of the site and one on the southern corner of the site, shown in Figure 8. Existing site access arrangements will be retained.



Figure 8 Access Arrangements

Base image source: LISTMap, DPIPWE

Clause E4.6.2-A2 of the Planning Scheme states: “No more than one access providing both entry and exit, or two accesses providing separate entry and exit, to roads in an area subject to a speed limit of 60km/h or less.”

Since the proposal does not create a new access, Clause E4.6.2 does not apply.

4.1 Access Design

Clause E6.6.2-A1.1(b) of the Planning Scheme states that: “Car parking, access ways, manoeuvring and circulation spaces must ... have a width of vehicular access no less than the requirements in Table E6.2, and no more than 10% greater than the requirements in Table E6.2.”

From Table E6.2, the minimum access width is 3.0 metres. The northern access is 4.85 m, therefore the dimensions comply with the acceptable solution.

The southern access is 2.74 m and widens to 2.8 m inside the gate. While the access dimensions do not comply with the acceptable solution, they are allocated to staff only, are used by only three vehicles per day, and the access is an existing access unchanged by the proposed expansion and therefore is considered acceptable for the current use.

4.2 Sight Distance Assessment

Clause E4.6.4-A1 of the Planning Scheme states that: “Sight distances at ... an access or junction must comply with the Safe Intersection Sight Distance shown in Table E4.6.4...” An extract from Table E4.6.4 of the Planning Scheme is provided in Table 4 below.

Table 4 Safe Intersection Sight Distance

Vehicle Speed km/h	Safe Intersection Sight Distance (S.I.S.D) in metres, for speed limit of:	
	60 km/h or less	Greater than 60 km/h
50	80	90
60	105	115
70	130	140

Source: Launceston Interim Planning Scheme 2015

Olive Street has a posted speed limit of 50 km/h, therefore the minimum SISD requirement is 80 metres. Given that Olive Street is straight, with limited obstructions to visibility, clear sight distance is available to the end of the road in both directions. The available sight distance is considered to meet the requirements of the standard.

5. Parking Assessment

5.1 Car Parking

The school currently provides six off-street car parking spaces as follows:

- Three spaces in the northern corner of the site with secure (locked) access via a gate on Olive Street; and
- Three spaces along the southern property boundary, adjacent to the Kindergarten and Early Learning Centre building, accessed via a driveway on Olive Street.

The parking supply is required to comply with Clause E6.5.1 of the Planning Scheme. The acceptable solution A1 requires:

“The number of car parking spaces must ... not be less than 90% of the requirements of Table E6.1 ... not exceed the requirements of Table E6.1 by more than 2 spaces or 5% whichever is the greater.”

The ‘Educational and occasional care’ use class applies to the proposed development and requires 1 space per employee.

There are currently 15 full-time equivalent staff members (up to 17 individual staff members including teachers and ancillary staff on any one day). An additional on-site staff member is assumed.

With a total supply of six car parking spaces, the proposal does not meet the requirement of 17 spaces. Therefore, the proposal does not comply with the acceptable solution outlined above and will rely on performance criteria as follows:

“The number of car parking spaces for other than residential uses, must be provided to meet the reasonable needs of the use.”

Currently only four to five staff park within the school grounds in the two parking areas described above. Other staff park on Elphin Road, or in other on-street parking on nearby streets. Several staff also walk to work, given the proximity of the site to large residential areas.

There are 21 unrestricted on-street parking spaces adjacent to the school frontage provided along Elphin Road between Hart Street and Erina Street, and 33 on the western side of the road. It is considered appropriate that these spaces are used by staff, as required. Utilisation of these spaces for staff parking restricts school pick-up and drop-off activity from occurring along this high volume road and serves in the interest of student safety. In the absence of school staff parking in these spaces, it is likely that they would be generally unoccupied and available to be used by parents dropping off or picking up children from the school. Such activity would increase parking manoeuvres, and increase the volume of child pedestrians on Elphin Road. It is likely that this would result in adverse road safety outcomes for pedestrians and other road users.

The current arrangement, whereby all pick-up and drop-off activity occurs in Olive Street, and which is proactively managed by the school, results in a much safer environment.

5.2 Special Parking Requirements

5.2.1 Accessible Car Parking

Clause E6.5.1-A2 of the Planning Scheme states that: *“The number of accessible car parking spaces for use by persons with a disability for uses that require 6 or more parking spaces must be in accordance with Part D3 of the National Construction Code 2014, as amended from time to time.”*

The current document is the *National Construction Code 2016*. Based on the Code, the proposed development will include buildings which fall into Class 9b (assembly buildings). The minimum requirements for each of these buildings classes are “1 space for every 100 car parking spaces or part thereof.”

The provision of accessible car parking in the existing car park on the site would reduce the total supply of parking on the site from six parking spaces to four parking spaces (including one accessible parking space). This is due to the need to reconfigure the existing car park and provide an empty ‘shared area’ adjacent to the accessible parking space.

This would trigger the exemption in the National Construction Code and the effective supply would be four parking spaces, some two spaces less than the current parking supply, as other users cannot legally park in a designated accessible parking space. It is considered, therefore, that the exemption should apply and the school should not be required to provide an accessible parking space.

Furthermore, there are several issues with the practicality of providing accessible parking. The spaces are allocated to staff members and are not publicly accessible. The existing car park is currently located behind a gate which is locked during the day for the safety of school children.

5.2.2 Bicycle Parking

Clause E6.5.2-A1 of the Planning Scheme states that: *“The number of bicycle parking spaces must be provided on either the site or within 50m of the site in accordance with the requirements of Table E6.1.”*

The planning scheme requirements for bicycle parking for land use ‘Educational and occasional care’ are “1 space per 5 employees”. Given a total of 17 staff, the acceptable solution would require a total of three bicycle spaces across the site.

5.3 Car park Layout

Clause E6.6.2-A1.1 of the Planning Scheme states that: *“Car parking, access ways, manoeuvring and circulation spaces must: (a) provide for vehicles to enter and exit the site in a forward direction where providing for more than 4 parking spaces; ... (c) have parking space dimensions in accordance with the requirements in Table E6.3; (d) have a combined access and manoeuvring width adjacent to parking spaces not less than the requirements in Table E6.3 where there are 3 or more car parking spaces.”*

An extract from Table E6.3 is shown in Table 5.

Table 5 Extract from Table E6.3 (Planning Scheme)

Angle of Car Spaces to Manoeuvring space	Combined Access And Manoeuvring Width	Car Park Widths	Car Park Length
90 degrees	6.4m	2.6m	5.4m
90 degrees	5.8m	2.8m	5.4m
90 degrees	5.2m	3m	5.4m
90 degrees	4.8m	3.2m	5.4m

Of these options, only the bottom two, highlighted in bold, are suitable for this location due to the limited available combined width of parking space and aisle (10.7m).

There are three existing car parking spaces adjacent to the Multi-Purpose Hall, which comply with the dimensions set out in the Planning Scheme

It is not feasible to provide for any additional parking in this location, without significantly intruding into the adjacent playground area.

Three parking spaces are provided in the driveway adjacent to the Kindergarten and Early Learning Centre building (34 Olive Street). These spaces require vehicles to reverse out onto Olive Street in a first-in / last out manner. While these parking arrangements are not ideal and do not comply with the Australian Standards, they are allocated to staff only and are considered acceptable for the current use. No intensification of use of this area is proposed.

6. Transport Impacts

6.1 Traffic Efficiency

The proposed expansion is likely to result in additional traffic using Olive Street during the school drop-off and pick-up periods. This is expected to be in the order of around 14 additional vehicles in each period (due to the one-way nature of traffic flow associated with pick-up and drop-off activity).

Given the existing volumes on Olive Street (approximately 150 vehicles per hour) and Elphin Road (approximately 1500 – 1600 per hour), there is sufficient space capacity in the surrounding road network to absorb the additional traffic expected to be generated by the proposed expansion.

Students primarily access the site via Olive Street. Olive Street is a local road providing access to residential dwellings. The additional traffic is not expected to adversely impact on Olive Street or the intersections of Olive Street / Elphin Road, Olive Street / Hart Street and Hart Street / Elphin Road. The increase in traffic at junctions is minimal, in the order of one vehicle every four minutes undertaking left and right turns.

6.2 Road Safety

The proposed expansion is not expected to result in adverse impacts to road safety. This is based on the following:

- Olive Street is subject to a 40-km/h school zone during school drop-off and pick-up periods.
- Parents are encouraged to drop-off and pick-up students in a northbound direction, which has been highlighted through the installation of “No Stopping” signage on the eastern side of the street.
- Students are always accompanied by either school staff members or their parents.
- A pedestrian refuge island is located on Elphin Road and a pedestrian kerb extension is located on Olive Street.
- The additional traffic volumes are small in the context of the existing traffic on the network.
- The increase in traffic at junctions is minimal, in the order of around one vehicle every two minutes undertaking left and right turns.

6.3 Public Transport / Bus Access

Public transport access arrangements will not be affected as a result of the proposed expansion.

6.4 Pedestrians

The proposed site is well connected to the external pedestrian network in the surrounding area, with existing footpaths provided on both sides of all roads. Footpath connections in the area are of a high standard, with a pedestrian refuge available at Elphin Road and Olive Street.

7. Conclusions

This Traffic Impact Assessment outlines the traffic, transport, parking and access impacts as a result of the expansion of The Kindergarten and Early Learning Centre building (34 Olive Street) and the removal of statutory restrictions on enrolments.

The key findings are as follows:

- The number of student enrolments may increase by up to 32 students. The number of staff on site at any one time may increase by one staff member.
- There may be an additional 14 vehicles in Olive Street during the morning drop-off and afternoon pick-up periods from 8:00 am to 9:00 am and 3:00 pm to 4:00 pm respectively.
- The proposed expansion is unlikely to result in significant detrimental impacts on the surrounding road network in terms of traffic efficiency or road safety.
- The southern site access on Olive Street does not comply with the Planning Scheme requirements for layout and access dimensions. However, it is considered acceptable for the current use given that it is an existing access allocated to staff only, with a low utilisation, and no intensification of use of this area is proposed.
- There is sufficient sight distance at the access in accordance with the Planning Scheme requirements.
- The total parking provided for the site is considered adequate given that there is sufficient on-street parking capacity to manage the demand, and that utilisation of spaces along Elphin Road for staff parking restricts school pick-up and drop-off activity from occurring along this high volume road and serves in the interest of student safety.
- Three bicycle parking spaces should be provided.

Based on the findings of this report, and subject to the recommendations outlined above, the proposed expansion is supported on traffic and parking grounds.

GHD

2 Salamanca Square

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Document Status

Revision	Author	Reviewer		Approved for Issue		
		Name	Signature	Name	Signature	Date
0	A. Andrews	T. Bickerstaff		T. Bickerstaff		17/05/2018

www.ghd.com



TASMANIAN LAND TITLES OFFICE

Notification of Agreement
under the

Land Use Planning and Approvals Act 1993
(Section 71)



C889243

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
139193	1		

REGISTERED PROPRIETOR:
LAUNCESTON PREPARATORY SCHOOL INCORPORATED

PLANNING AUTHORITY:
LAUNCESTON CITY COUNCIL

Dated this 7TH day of NOVEMBER 2008

I MARTIN REYNOLDS, CORPORATE SECRETARY, LAUNCESTON CITY COUNCIL

of PO BOX 396, LAUNCESTON TASMANIA 7250

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

The abovenamed Planning Authority holds the original executed Agreement.

Signed
(on behalf of the Planning Authority)

Land Titles Office Use Only

REGISTERED

- 1 DEC 2008

LUA

Version 1

RECORDED
Kawa

THE BACK OF THIS FORM MUST NOT BE USED

Stamp Duty



DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made the 7th day of November 2008.

PARTIES:

Launceston City Council of PO Box 396 Launceston in Tasmania (the Council)

THE PERSON OR PERSONS DESCRIBED AT ITEM 1 OF THE SCHEDULE (the Owner)

RECITALS:

1. The Owner is the owner of all that Land described at Item 2 of the Schedule ("the Land").
2. The Land is within the area subject to the provisions of the Launceston Planning Scheme 1996.
3. On the 19th October 2007 the Owner made a planning application to the Council to demolish existing and construct a multi-purpose hall and signage ("the application").
4. On the 24th January 2008 the Council issued a permit No. DA0559/2007 in respect of the application dated the 19th October 2007 ("the Permit").
5. Clause 3 of the permit required, pursuant to Section 58A of the Act that this Agreement be entered into between the parties.

OPERATIVE PART:

The parties agree and covenant as follows:

1 Interpretation & Definitions

1.1 Definitions

In this agreement unless the contrary intention appears:

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

"Permit" is the permit described in Recital 4 for the development of the Land.

"Land" means the Land described in Item 2 of the Schedule.

"Planning scheme" is the Launceston Planning Scheme 1996 and any amendment, modification





or replacement of that scheme made pursuant to the provisions of the Act.

“**The Miscellaneous Act**” is the Local Government (Building & Miscellaneous Provisions) Act 1993.

“**The Application**” is the application referred to in Recital 3.

“**GST**” means goods and services tax pursuant to the provisions of the A New Tax System (Goods and Services Tax) Act 1999.

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.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

2. Objective and Function of this Agreement

- 2.1 Without limiting any operation or effect which this Agreement otherwise has, the Council and the Owner 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 Owner’s covenants run with





the Land as provided for by Section 79 of the Act.

2.2 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.

2.3 This Agreement must be registered pursuant to Section 78 of the Act in respect of the Land.

3. Development of the Land

3.1 The Owner must only develop the Land in accordance with the Permit, the provisions of this Agreement, the Planning Scheme, the Act and the Miscellaneous Act.

3.2 The Owner covenants with the Council that:

- (a) The Launceston Preparatory School enrolment be restricted to 130 full time equivalent students;
- (b) The number of employees at The Launceston Preparatory School be restricted to 17 full time equivalent staff members.

4. Other Obligations of the Owner

The Owner must:

- 4.1 Permit registration of this deed of Agreement in accordance with Section 78 of the Act and pay the costs of registering it.
- 4.2 Pay all stamp duty and registration costs in respect of this Agreement or any document required by it.
- 4.3 Pay or cause to be paid when due and payable all taxes (including any goods and services tax or like consumption tax pursuant to the provisions of A New Tax System (Goods and Services Tax) Act 1999, duties, fees, penalties, stamp duties and other charges of any nature whatsoever) levied by any governmental authority arising out or in relation to this Agreement or the provision of the matters referred to in it and the Council is not liable to pay or reimburse the Owner for such taxes or charges and the Owner must indemnify and keep indemnified the Council in respect of them.
- 4.4 Each amount of whatever description specified as payable by the Owner to the Council under this deed is exclusive of GST. In addition to any amount payable by the Owner to the Council the Owner must also pay any increase in that amount by reason of GST.





5 Conditional Nature of the Council's Obligations

5.1 The Council is not obliged to perform the provisions of this Agreement if the Owner is in breach of it or the Permit at the time that performance by the Council is due.

6. Proper Law

6.1 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 from.

7. Commencement

7.1 This Agreement begins immediately upon execution by the parties.

8. Other Documents

8.1 This Agreement is to be read in conjunction with the Permit and any plans submitted to and approved by the Council in relation to the Permit.

9. Termination

9.1 This Agreement will end on or after the cessation of the use of the land for education purposes.

9.2 If a party terminates this Agreement for breach of it by the other party, then that termination does not affect rights which have accrued prior to the date of termination.

9.3 The Council may terminate this Agreement by notice in writing to the Owner if:

- (i) The Owner breaches it;
- (ii) The consent required by a mortgagee is not provided; or
- (iii) The Owner fails to comply with the Permit;
- (iv) The Owner fails to comply with the planning scheme, the Act or the Miscellaneous Act in respect of the use or development of the Land;
- (v) This agreement is not registered pursuant to the provisions of the Land Titles Act 1980.

9.4 This Agreement also terminates as provided for in the Act.

10. Reading Down and Severability

10.1 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.

11. Council's Costs

11.1 The Owner 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 Owner under it.

12. Exercise of Powers

12.1 The Council and the 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.

13. Further Documents

13.1 The Council and the Owner 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.

14. Disclosure of this Agreement

14.1 The Owner must not at any time before or after the registration of this Agreement sell, transfer, dispose of or in any way part with possession of the Land without first disclosing the existence of and nature of this Agreement to the Owner's successors.

15. Alteration to this Agreement

15.1 This Agreement may amended by agreement between the Council and all persons who are bound by any covenant in the Agreement.

15.2 If any proposed amendment to this Agreement requires a new or an amended permit, then that permit or that amended permit (as the case may be) must be obtained before this Agreement is amended.

16. Notices

16.1 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 16.3; or



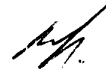


- (b) by pre paid post sent to the address stated in Clause 16.3; or
 - (c) by facsimile (or by any other like method by which a written or recorded message may be sent) directed to the party on whom they are to be served at that party's address stated in Clause 16.3.
- 16.2 Notices are not effective 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 16.3;
 - (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 16.3.
- 16.3 The addresses of the parties for service of notices are as follows:

LAUNCESTON CITY COUNCIL
PO Box 396
Launceston, Tas 7250
Ph: 63233000
Facsimile: 63233001

Owners Details
THE LAUNCESTON PREPARATORY SCHOOL
117-119 Elphin Road
Launceston, Tas 7250
Ph: 63340234
Facsimile: 63349722





THE SCHEDULE

Item 1 - The Owner

Full name of Owner: The Launceston Preparatory School
Address of Owner: 117-119 Elphin Road, Launceston

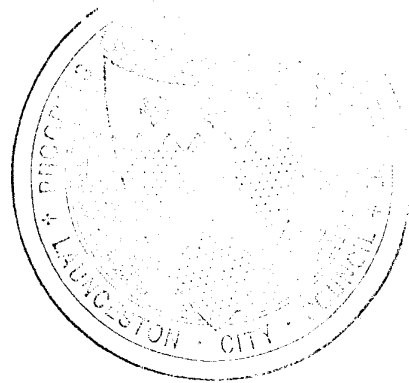
Item 2 - The Land

All that Land comprised in Certificate of Title Vol. 139193 Fol. 1 situate at 117-119 Elphin Road, Launceston in Tasmania.

DATED this 7th day of NOVEMBER 2008.

EXECUTED AS A DEED

THE COMMON SEAL of LAUNCESTON CITY COUNCIL was hereunto affixed pursuant to a resolution of the Council passed on the 7th day of November 2008 in the presence of:



Mayor:



M. REYNOLDS ON BEHALF
OF General Manager:

THE COMMON SEAL of THE LAUNCESTON PREPARATORY SCHOOL was hereunto affixed in the presence of:

