



## **DEVELOPMENT APPLICATION**

**PDPLANPMTD-2026/059775**

**PROPOSAL:** Dwelling

**LOCATION:** 18 Marsh Street, Opossum Bay

**RELEVANT PLANNING SCHEME:** Tasmanian Planning Scheme - Clarence

**ADVERTISING EXPIRY DATE:** 11/05/2026 00:00:00

The relevant plans and documents can be inspected at the Council offices, 38 Bligh Street, Rosny Park, during normal office hours until 11/05/2026 00:00:00. In addition to legislative requirements, plans and documents can also be viewed at [www.ccc.tas.gov.au](http://www.ccc.tas.gov.au) during these times.

Any person may make representations about the application to the Chief Executive Officer, by writing to PO Box 96, Rosny Park, 7018 or by electronic mail to [clarence@ccc.tas.gov.au](mailto:clarence@ccc.tas.gov.au). Representations must be received by Council on or before 11/05/2026 00:00:00.

To enable Council to contact you if necessary, would you please also include a day time contact number in any correspondence you may forward.

Any personal information submitted is covered by Council's privacy policy, available at [www.ccc.tas.gov.au](http://www.ccc.tas.gov.au) or at the Council offices.

## Planning Application

---

Use this form to obtain planning approval for the use and development of land, including change of use, subdividing land into smaller lots, lot consolidation, or signage.

Please refer to the Planning Application checklist on the following pages to determine what documentation must be submitted with your application.

Proposal: **New dwelling and outbuilding**

---

Location: **18 Marsh Street Opossum Bay**

**Personal Information Removed**



exemptions may apply which may save you time on your proposal.

If you had pre-application discussions with City of Clarence, please provide planner's name:

Current use of site: **vacant land**

Does the proposal involve land administered or owned by the Crown or Council? Yes  No

#### Declaration

- I have read the Certificate of Title and Schedule of Easements for the land and am satisfied that this application is not prevented by any restrictions, easements or covenants.
- I authorise the provision of a copy of any documents relating to this application to any person for the purposes of assessment or public consultation. I agree to arrange for the permission of the copyright owner of any part of this application to be obtained. I have arranged permission for Council's representatives to enter the land to assess this application
- I declare that, in accordance with Section 52 of the Land Use Planning and Approvals Act 1993, that I have notified the owner of the intention to make this application. Where the subject property is owned or controlled by Council or the Crown, their signed consent is attached.
- I declare that the information in this declaration is true and correct.

#### Acknowledgement

- I acknowledge that the documentation submitted in support of my application will become a public record held by Council and may be reproduced by Council in both electronic and hard copy format in order to facilitate the assessment process; for display purposes during public consultation; and to fulfil its statutory obligations. I further acknowledge that following determination of my application, Council will store documentation relating to my application

**Personal Information Removed**



## Planning Application checklist

---

### Mandatory Documents

This information is required for the application to be valid. We are unable to proceed with an application without these documents.

---

- Details of the location of the proposed use or development.
- A copy of the current Certificate of Title, Sealed Plan, Plan or Diagram and Schedule of Easements and other restrictions for each parcel of land on which the use or development is proposed.
- Full description of the proposed use or development.
- Description of the proposed operation. May include where appropriate: staff/student/customer numbers; operating hours; truck movements; and loading/unloading requirements; waste generation and disposal; equipment used; pollution, including noise, fumes, smoke or vibration and mitigation/management measures.
- Declaration the owner has been notified if the applicant is not the owner.
- Crown or Council consent (if publically-owned land).
- Any reports, plans or other information required by the relevant zone or code.
- Fees prescribed by the City of Clarence.

Application fees (please phone 03 6217 9550 to determine what fees apply). An invoice will be emailed upon lodgement.

---

### Additional Documents

In addition to the mandatory information required above, Council may, to enable it to consider an application, request further information it considers necessary to ensure that the proposed use or development will comply with any relevant standards and purpose statements in the zone, codes or specific area plan, applicable to the use or development.

---

- Site analysis and site plan, including where relevant:
    - Existing and proposed use(s) on site.
    - Boundaries and dimensions of the site.
    - Topography, including contours showing AHD levels and major site features.
    - Natural drainage lines, watercourses and wetlands on or adjacent to the site.
    - Soil type.
    - Vegetation types and distribution, and trees and vegetation to be removed.
    - Location and capacity of any existing services or easements on/to the site.
    - Existing pedestrian and vehicle access to the site.
    - Location of existing and proposed buildings on the site.
    - Location of existing adjoining properties, adjacent buildings and their uses.
    - Any natural hazards that may affect use or development on the site.
    - Proposed roads, driveways, car parking areas and footpaths within the site.
    - Any proposed open space, communal space, or facilities on the site.
- 



- Main utility service connection points and easements.
  - Proposed subdivision lot boundaries.
- Where it is proposed to erect buildings, detailed plans with dimensions at a scale of 1:100 or 1:200 showing:
- Internal layout of each building on the site.
  - Private open space for each dwelling.
  - External storage spaces.
  - Car parking space location and layout.
  - Major elevations of every building to be erected.
  - Shadow diagrams of the proposed buildings and adjacent structures demonstrating the extent of shading of adjacent private open spaces and external windows of buildings on adjacent sites.
  - Relationship of the elevations to natural ground level, showing any proposed cut or fill.
  - Materials and colours to be used on rooves and external walls.
- Where it is proposed to erect buildings, a plan of the proposed landscaping showing:
- Planting concepts.
  - Paving materials and drainage treatments and lighting for vehicle areas and footpaths.
  - Plantings proposed for screening from adjacent sites or public places.
- Any additional reports, plans or other information required by the relevant zone or code.
- 

This list is not comprehensive for all possible situations. If you require further information about what may be required as part of your application documentation, please contact City of Clarence Planning team on (03) 6217 9550.



SEARCH OF TORRENS TITLE

VOLUME 184232	FOLIO 4
EDITION 3	DATE OF ISSUE 04-Mar-2026

SEARCH DATE : 07-Mar-2026

SEARCH TIME : 05.43 pm

DESCRIPTION OF LAND

City of CLARENCE  
 Lot 4 on Sealed Plan [184232](#)  
 Derivation : Part of 3900 Acres Gtd. to George Henry Blake  
 Gellibrand  
 Prior CT [165932/1](#)

SCHEDULE 1

[N302231](#) TRANSFER to SHAELAN FRANCIS O'ROURKE and TESSA ANN  
 AMOS Registered 04-Mar-2026 at 12.01 pm

SCHEDULE 2

Reservations and conditions in the Crown Grant if any  
[SP184232](#) FENCING PROVISION in Schedule of Easements  
[SP165932](#) FENCING PROVISION in Schedule of Easements  
 94450 BOUNDARY FENCES CONDITION in Transfer  
[E331389](#) AGREEMENT pursuant to Section 78 of the Land Use  
 Planning and Approvals Act 1993 Registered  
 07-Mar-2023 at noon  
[E442764](#) MORTGAGE to Australia and New Zealand Banking Group  
 Limited Registered 04-Mar-2026 at 12.02 pm

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

<b>SCHEDULE OF EASEMENTS</b>	Registered Number
<b>NOTE:</b> THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP. 184232

PAGE 1 OF 3 PAGE/S

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

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

Each lot on the plan is subject to:-

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

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

**EASEMENTS**

**Rights of Carriageway**

Lot 9 on the Plan is subject to a right of carriageway (appurtenant to lot 2 on SP165932 and lot 2 on Diagram 70958) over the land marked RIGHT OF WAY "Z" (PRIVATE) VARIABLE WIDTH passing through that lot on ~~Sealed Plan 165932~~ the Plan.

Lot 9 on the Plan is together with a right of carriageway over the land marked RIGHT OF WAY "Y" (PRIVATE) VARIABLE WIDTH on ~~Sealed Plan 165932~~ the Plan.

**Drainage Easements**

Lots 9, 10, 11 and 15 on the Plan are subject to a right of drainage in favour of Clarence City Council over the land marked DRAINAGE EASEMENT 'D' 3.00 WIDE shown on the Plan.

Lots 9 and 10 on the Plan are subject to a Drainage Easement (as defined herein) in favour of Clarence City Council over the land marked DRAINAGE EASEMENT 'F' VARIABLE WIDTH shown on the Plan.

Lots 11, 12 and 13 on the Plan are subject to a right of drainage in favour of Clarence City Council over the land marked DRAINAGE EASEMENT 'E' 3.00 WIDE shown on the Plan.

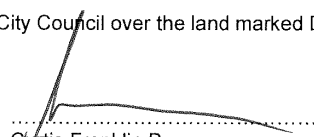
Lots 6, 7, 8 and 9 on the Plan are subject to a right of drainage in favour of Clarence City Council over the land marked DRAINAGE EASEMENT 'G' 3.50 WIDE shown on the Plan.

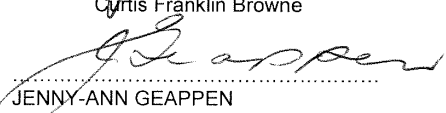
Lot 9 on the Plan is subject to a right of drainage in favour of Clarence City Council over the land marked DRAINAGE EASEMENT 'H' VARIABLE WIDTH shown on the Plan.

Lot 5 on the Plan is subject to a right of drainage in favour of Clarence City Council over the land marked DRAINAGE EASEMENT 'I' 5.00 WIDE shown on the Plan.

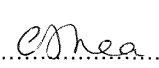
A J Carr Development Corporation Pty Ltd ACN 609 415 554

  
.....  
PAUL GEAPPEN

  
.....  
Curtis Franklin Browne

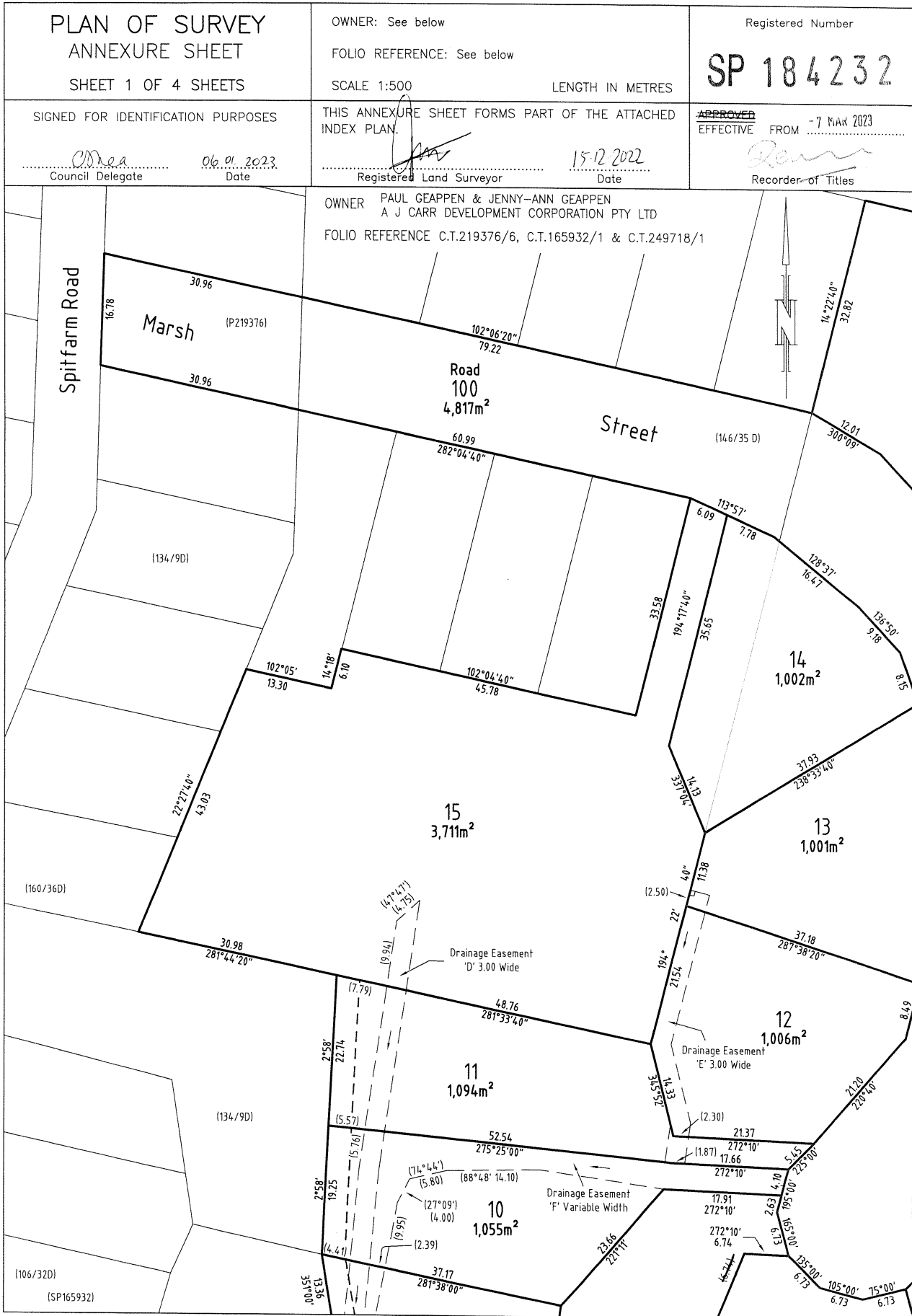
  
.....  
JENNY-ANN GEAPPEN

(USE ANNEXURE PAGES FOR CONTINUATION)

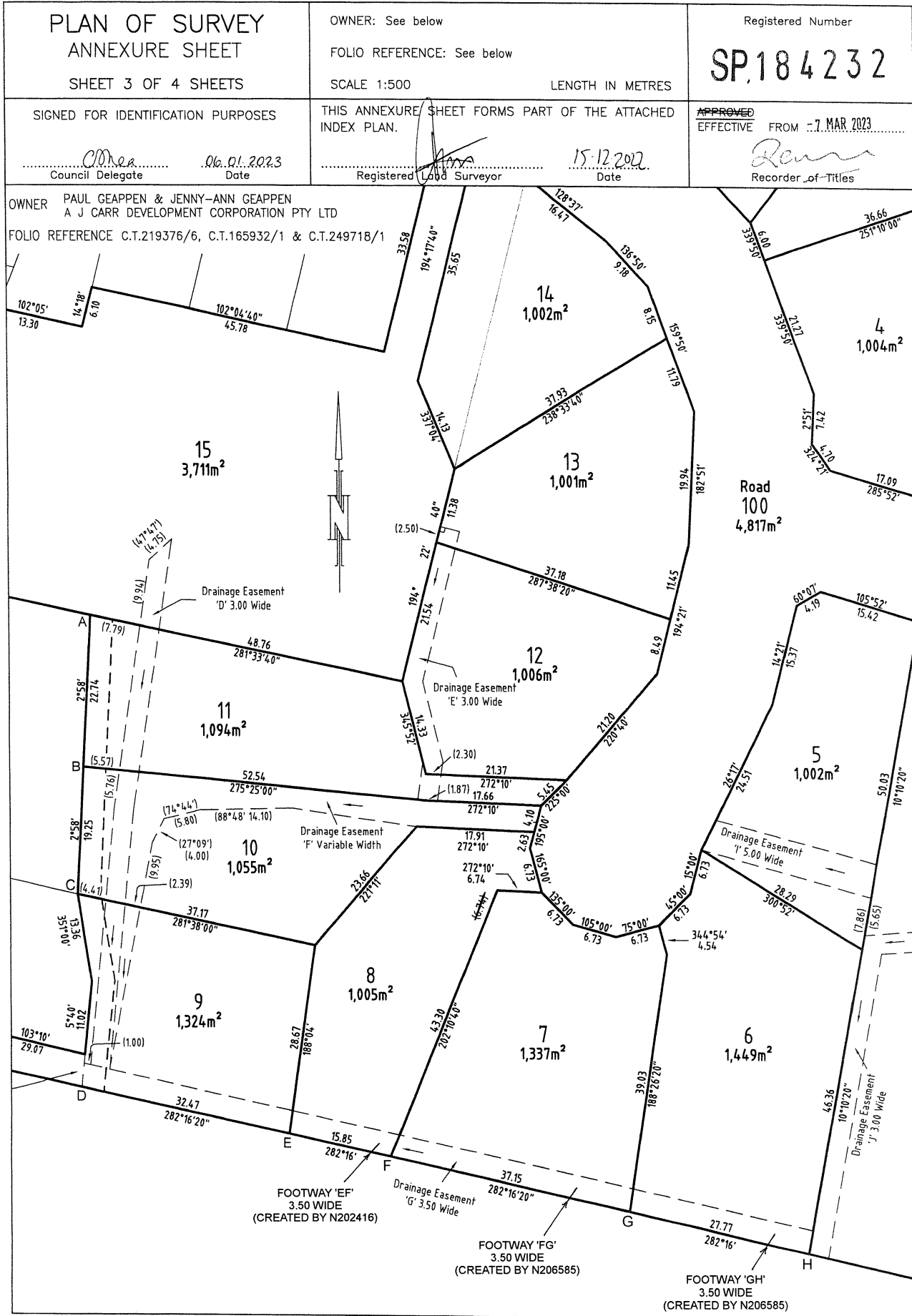
SUBDIVIDER: A J Carr Development Corporation Pty Ltd	PLAN SEALED BY: Clarence City Council
FOLIO REF: 219376/6, 165932/1 & 249718/1	DATE: 6 <sup>th</sup> January 2023
SOLICITOR & REFERENCE: Simmons Wolfhagen Curtis Browne - 210908	20191006007 REF NO. 
	Council Delegate Clare Shea

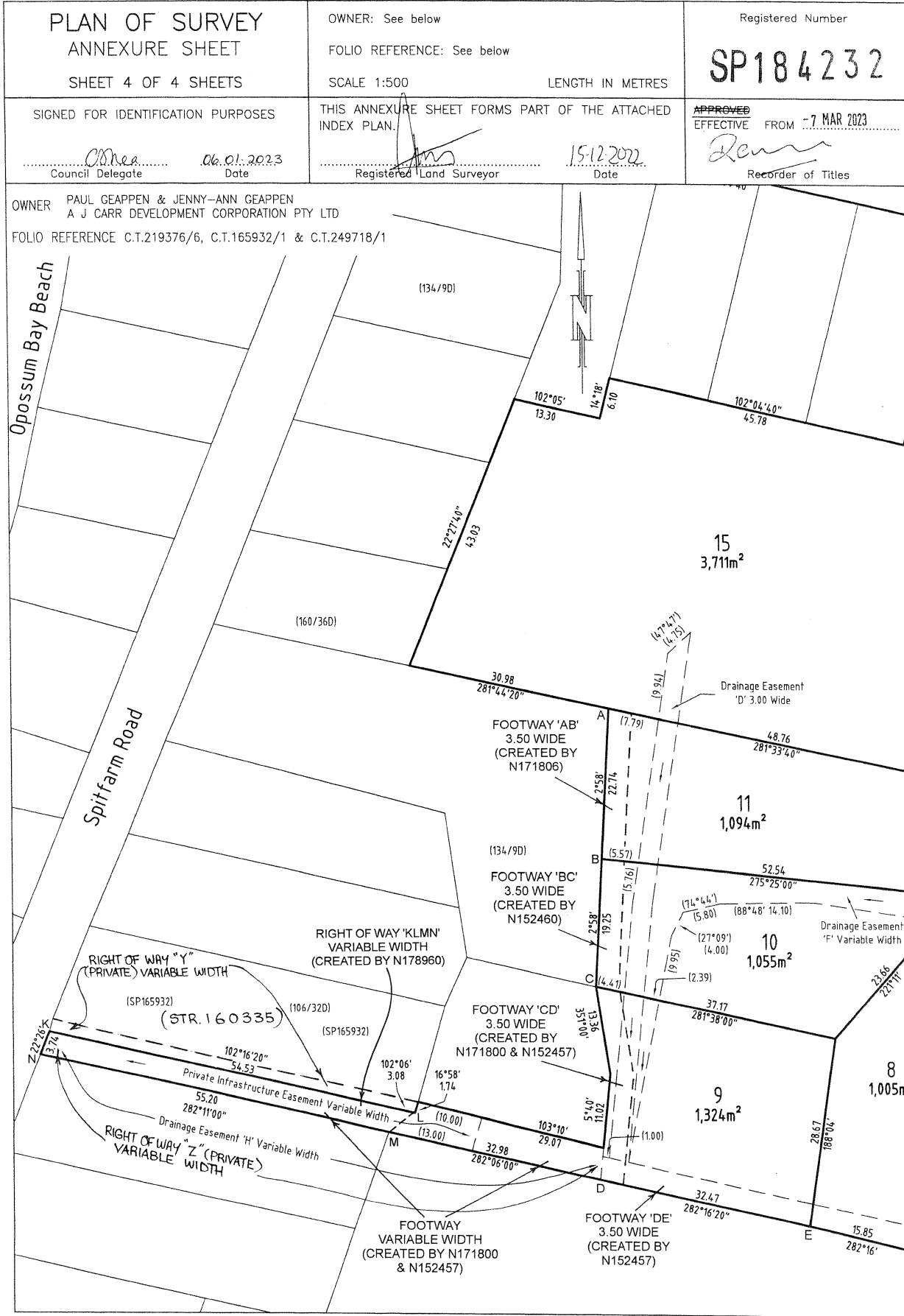
**NOTE:** The Council Delegate must sign the Certificate for the purposes of identification.











<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 2 OF 3 PAGES</p>	<p>Registered Number</p> <p><b>SP 18 4 2 3 2</b></p>
<p>SUBDIVIDER: A J Carr Development Corporation Pty Ltd FOLIO REFERENCE: 219376/6, 165932/1 &amp; 249718/1</p>	

Lot 18 on the Plan is subject to a right of drainage in favour of Clarence City Council over the land marked DRAINAGE EASEMENT 'J' 3.00 WIDE shown on the Plan.

**Infrastructure Easement**

Lot 9 on the Plan is subject to an Infrastructure Easement (as defined herein) appurtenant to the lands comprised in Folios of the Register Volume 70958 Folio 2 and Volume 160335 Folios 1 and 2 over the land marked PRIVATE INFRASTRUCTURE EASEMENT VARIABLE WIDTH shown on the Plan.

**RESTRICTIVE COVENANT**

The owner or owners of Lots 9 and 10 hereby covenant with the owner of each and every other Lot on the Plan and the Clarence City Council to the intent that the burden of this covenant may run with and bind the covenantor's Lot and every part thereof and that the benefit thereof may be created in favour of each and every other Lot on the Plan and in gross in favour of the Clarence City Council to observe the following stipulation:

1. Not to make or permit or suffer the making of any alterations to the finished surface levels of the overland flowpath, swale drain or catch drain constructed within the area marked DRAINAGE EASEMENT 'F' VARIABLE WIDTH on the plan without the prior consent in writing of Clarence City Council.
2. Not to make or permit or suffer the placement of any fencing within the drainage easement area with the exception of open style fencing that does not obstruct surface flows to or within the area marked DRAINAGE EASEMENT 'F' VARIABLE WIDTH on the plan.
3. Not to make or permit or suffer the placement of any wall, structure, landscaping or vegetation, with the exception of grass or turf within the area marked DRAINAGE EASEMENT 'F' VARIABLE WIDTH on the plan.

**FENCING PROVISION**

In respect of the Lots on the Plan, the Vendors A J Carr Development Corporation Pty Ltd ACN 609 415 554, Paul Geappen and Jenny-Ann Geappen shall not be required to fence.

**INTERPRETATION**

"Drainage Easement" means a right of drainage (including the right of construction of drains) for Clarence City Council with which the right shall be capable of enjoyment for the purpose of carrying away stormwater and other surplus water from any land over or under the land herein indicated as the land over which the right is to subsist, and through all sewers and drains which may hereafter be made or passing under, through, and along the last-mentioned land and the right for Clarence City Council and its employees, agents and contractors from time to time and at all times hereafter if it or they should think fit to enter into and upon the last-mentioned land and to inspect, repair, cleanse, and amend any such sewer or drain without doing unnecessary damage to the said land.

"Infrastructure Easement" means the full right for the owner for the time being of the dominant tenement to install place lay use replace renew and maintain forever electricity wires, cables and other conducting media beneath the ground only, of such size and number as shall from time to time be required and the right for their surveyors and workmen from time to time and at all times hereafter to enter into and upon the said strip of land with such material, machinery and other things as it shall think fit to inspect the condition thereof and to repair, amend and cleanse provided that any damage occasioned thereby shall be made good.

A J Carr Development Corporation Pty Ltd ACN 609 415 554

.....  
Curtis Franklin Browne

.....  
PAUL GEAPPEN


.....  
JENNY-ANN GEAPPEN

**NOTE:** Every annexed page must 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.

*CS*

<b>ANNEXURE TO SCHEDULE OF EASEMENTS</b> PAGE 3 OF 3 PAGES	Registered Number <b>SP 184232</b>
SUBDIVIDER: A J Carr Development Corporation Pty Ltd FOLIO REFERENCE: 219376/6, 165932/1 & 249718/1	


Signed by A J Carr Development Corporation Pty Ltd ACN 609 415 554 )  
 by its attorney Curtis Franklin Browne under Power of Attorney No. PA125549 )  
 who hereby certifies that he has received no notice of revocation of the Power )  
 of Attorney )



Curtis Franklin Browne

Witness Signature: SDBarwick  
 Witness Name: Susan Donna Barwick  
 Witness Address: Legal Secretary  
Simmons Wolfhagen  
 Occupation: Level 4, 99 Bathurst Street  
Hobart TAS 7000

Signed by PAUL GEAPPEN and JENNY-ANN  
 GEAPPEN and in the presence of:



Signature - Paul Geappen

S Telha  
 Signature of witness



Signature - Jenny-Ann Geappen

Name & Occupation of witness

Address of witness Gillian Mary Telha  
Receptionist  
Simmons Wolfhagen  
Level 4, 99 Bathurst Street  
Hobart TAS 7000

**NOTE:** Every annexed page must 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.

# TASMANIAN LAND TITLES OFFICE

## Notification of Agreement under the Land Use Planning and Approvals Act 1993

Section 78



E331389

3,4,5,6,18

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio
165932	1		

### REGISTERED PROPRIETOR:

A J Carr Development Corporation Pty Ltd (ACN 609 415 554) of 33 Spitfarm Road, Opossum Bay in Tasmania.

### PLANNING AUTHORITY:

Clarence City Council

I/we ~~Clare Amy Shea~~, Corporate Secretary

of Clarence City Council, 38 Bligh Street, Rosny Park, Tasmania

the abovenamed Planning Authority, certify that the above particulars are correct and that attached is a certified executed copy of the agreement (not including annexures) between the abovenamed parties, notice of which is to be registered against the abovementioned folio of the Register.

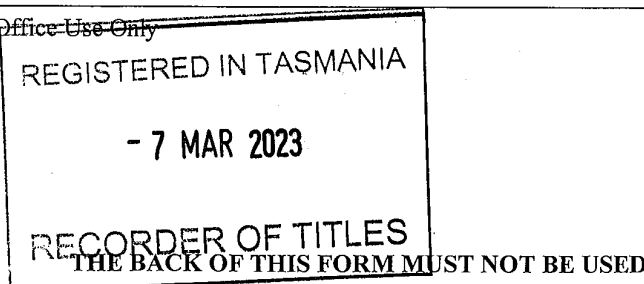
The abovenamed Planning Authority holds the original executed Agreement.

Date: ...10<sup>th</sup> November 2022

Signed: .....*Mea*.....  
(on behalf of the Planning Authority)

Land Titles Office Use Only

**LUA**  
Version 2 (TOLD)



Created 16-Aug-2022 10:39AM

**AGREEMENT UNDER PART 5 OF THE LAND USE PLANNING AND APPROVALS  
ACT 1993**

This Agreement is made on the 10<sup>th</sup> day of November 2022

**PARTIES**

**Clarence City Council** a body corporate established by the *Local Government Act 1993* (Tas), of 38 Bligh Street, Rosny Park in Tasmania 7018 (**Council**)

and

**A J Carr Development Corporation Pty Ltd as Trustee of A J Carr Family Trust (ACN 609 415 554)** of 33 Spitfarm Road, Opossum Bay in Tasmania 7023 (**Owner**).

**RECITALS**

- A. The Owner is the registered proprietor of an estate in fee simple in the Land.
- B. Council is the planning authority under the Act and for the purposes of the Planning Scheme.
- C. The Land is subject to the provisions of the Planning Scheme.
- D. The owner is proposing to subdivide the Land as detailed in the Permit.
- E. It is the intention of the parties that this Agreement will have the effect of binding the current and future owners of the Land and the Protected Lots. The covenants in this Agreement shall run with the Land and the Protected Lots as if they were covenants to which section 102(2) of the *Land Titles Act 1980* (Tas) applies.
- F. It is a condition of the Permit that the Owner is to enter into this Agreement with Council pursuant to section 71(1) of the Act.

**OPERATIVE PART**

**1. Land**

This Agreement applies to:

- a) The Land, being the whole of the land comprised in Folio of the Register Volume 165932 Folio 1 presently known as 33 Spitfarm Road Opossum Bay in Tasmania; and

**I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT**

*Erinley Carr  
Legal Support Officer 11/11/22*

*ADP*

- b) The Protected Lots, which as at the date of this Agreement form part of 33 Spitfarm Road Opossum Bay.

## 2. Definitions and interpretation

### 2.1 Definitions

In this Agreement, unless the contrary intention appears:

**33 Spitfarm Road** means the whole of the land comprised in Folio of the Register Volume 165932 Folio 1 presently known as 33 Spitfarm Road, Opossum Bay in Tasmania.

**Act** means the Land Use Planning and Approvals Act 1993 (Tas).

**Agreement** means this agreement including any schedules, attachments and annexures.

**Hazard Management Area** means that part of Lot 18 marked in red diagonal lines and identified as such on Plan 2.

**Bushfire Hazard Report** means the Bushfire Hazard Report prepared by Enviro-dynamics dated March 2020, annexed and marked "A".

**Land** means the whole of the land comprised in Folio of the Register Volume 165932 Folio 1 presently known as 33 Spitfarm Road Opossum Bay in Tasmania.

**Lot 18** means that part of the Land shown on Plan 1 and Plan 2 as Lot 18.

**Owner** means the Owner specified in this Agreement and includes prior to subdivision of the Land in accordance with the Permit, the person or persons from time to time registered or entitled to be registered by the Recorder of Titles as proprietor or proprietors of an estate in fee simple in the Land, and after subdivision of the Land in accordance with the Permit, the person or persons from time to time registered or entitled to be registered by the Recorder of Titles as proprietor or proprietors of Lot 18 and includes a mortgagee in possession.

**Permit** means Council planning permit PDPLANPMTD-2019/006007 dated 10 August 2020 as amended on 20 October 2020, 15 August 2022, and 14 October 2022.

**Plan 1** means the Plan approved by Council Permit 2019/006007 dated 10 August 2020 ('Plan 1 of 2 Proposed Subdivision', reference CARRD02 12159-01), annexed and marked "B".

I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT

*Bridget Kay 11/11/22*



**Plan 2** means the Plan approved by Council Permit 2019/006007 dated 10 August 2020 ('Plan 2 of 2 Proposed Subdivision', reference CARRD02 12159-01), annexed and marked "C".

**Planning Scheme** means the Tasmanian Planning Scheme - Clarence.

**Protected Lots** means those parts of the Land shown on Plan 1 and Plan 2 as Lots 3, 4, 5, 6 to derive from 33 Spitfarm Road in accordance with the Planning Permit (and until the Land is subdivided a reference to the Protected Lots means 33 Spitfarm Road or any part of it from which the Protected Lots will result).

**Protected Owner** means the owner for the time being of a Protected Lot and includes the person or persons from time to time registered or entitled to be registered by the Recorder of Titles as proprietor or proprietors of an estate in fee simple in a Protected Lot and includes a mortgagee in possession, and if more than one, then each of those owners jointly and severally (and until the Land is subdivided and each of the Protected Lots assigned, a reference to the Protected Owner is the Owner of 33 Spitfarm Road or any part of it from which the Protected Lots will result).

## 2.2. Interpretation

In this Agreement:

- a) the expression "Owner":
  - i. can mean more than one person;
  - ii. includes the successors and assigns of the Owner;
- b) where the Owner comprises more than one person, those persons are jointly and each of them is severally liable under this Agreement;
- c) clause headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- d) a recital, schedule, annexure or a description of the parties forms part of this Agreement;
- e) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning; and
- f) a party includes its successors assigns, executors and administrators.

## 3. Covenants

### 3.1 Owner – Lot 18

#### 3.1.1 The Owner covenants with Council:

I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT

*Georgette King 11/11/22*

*Georgette King*

*DOB CD*

- a) prior to sealing of the final plan, to establish a 14 m wide Hazard Management Area along the western boundary of Lot 18, and until each of the Protected Lots is transferred or assigned (at which point the obligation to maintain will shift to the Protected Owner), to maintain such Hazard Management Area, in accordance with the recommendations of the Bushfire Hazard Report.

**3.1.2** The Owner consents to the Protected Owner, its agents and contractors, having such access as is reasonably necessary including with vehicles and machinery to the Hazard Management Area including, as necessary, over the balance of Lot 18, for the purpose of maintaining in perpetuity the Hazard Management Area as provided for in clause **3.2.1** , in accordance with the recommendations of the Bushfire Hazard Report.

**3.1.3** The Owner agrees to not prevent, hinder or obstruct in any way the Protected Owner or its agents and contractors in exercising the rights conferred under clause **3.1.2** and **3.2.1**.

**3.2 Protected Owner – Lots 3, 4, 5 and 6**

**3.2.1** The Protected Owner covenants with Council to maintain at all times in perpetuity a 14 m wide Hazard Management Area on Lot 18, measured from the boundary between the Protected Lot and Lot 18.

**3.2.2** The Protected Owner agrees:

- a) to take all reasonable care in accessing Lot 18 including the Hazard Management Area;
- b) to only do so much as is reasonably necessary to clear and maintain the Hazard Management Area to the extent required by the covenant in clause **3.2.1**;
- c) to not break the surface of the Hazard Management Area except where, with the consent of the Owner, it is necessary to do so to remove tree stumps;
- d) so far as reasonably practicable, to make good any damage done to the surface of the Hazard Management Area and Lot 18 in doing any works necessary for the implementation of this Agreement;
- e) to remove at its cost all vegetation including felled trees from Lot 18;
- and

**I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT**  
*Bushfire Hazard Report 11/12*



ADB

- f) to not use herbicides in the course of carrying out the bushfire protection measures on the Hazard Management Area.

**4. Enforcement**

**4.1** Council may enforce the covenant in this Agreement at its sole discretion. The Owner and the Protected Owner agree that Council has no enforcement obligation in respect of this Agreement. Enforcement of this Agreement is to be at the suit of or by action by such of the Owner or the Protected Owner as may feel aggrieved by any conduct, act or omission on the part of the other.

**4.2** The Protected Owner and Council agree that the Owner has no responsibility or legal duty to the Protected Owner or to Council to ensure that the Protected Owner implements the measures contemplated by this Agreement on the Hazard Management Area.

**5. Releases and indemnities**

To the fullest extent allowable at law the Protected Owner releases and indemnifies the Owner and Council jointly and severally from any claim, expense, liability, loss or injury including death arising from or connected with:

- a) anything done on the Hazard Management Area or the balance of Lot 18 by the Protected Owner, its agents or contractors, in exercising the rights conferred by this Agreement except where and to the extent that any such claim, expense, liability, loss or injury including death is caused or contributed to by any negligent act or omission on the part of the Owner; and
- b) any failure on the Protected Owner's part to implement the bushfire protection measures contained within the Bushfire Hazard Report and maintain the Hazard Management Area in accordance with the Protected Owner's obligations under this Agreement.

**6. Legal rights and interests limited**

This Agreement confers on the Protected Owner no legal rights in respect of or legal interest in the Hazard Management Area except to the extent contemplated by and necessary for the operation of this Agreement.

**I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT**

*Erin Pat May 11/11/22*

*[Signature]*  
*SDB CA*

## 7. Dispute

- a) If a dispute arises between the parties under this Agreement, then (except in the case of action required to be taken under statute) the parties agree that it must be resolved expeditiously in accordance with the provisions of this clause.
- b) If a dispute arises requiring resolution, a party must serve a notice on the other specifying the nature and substance of the matter in dispute.
- c) If, within thirty (30) days of a notice under clause 7(b) being served, the parties are unable to resolve the dispute, then the dispute must be submitted by the parties for resolution under the following sub-clauses.
- d) The matter in dispute must be referred for resolution by a person of appropriate qualifications and experience, as agreed between the parties, who will act as mediator and conduct a mediation concerning the matter in dispute.
- e) The costs of all mediation under this clause are to be shared equally between the parties.
- f) Each of the parties agrees to use their best endeavours to resolve the dispute through mediation.

## 8. Severance

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

## 9. Notices

- a) A notice or other communication given or made under this Agreement must be in writing and addressed to the party to whom the notice is to be given at the address for service of notices as agreed by the parties from time to time.
- b) A notice or other communication is taken to have been duly served:
  - i. in the case of hand delivery - when delivered;
  - ii. if sent by prepaid post - on the third business day after the date of posting;
  - iii. if sent by facsimile transmission (only if the sending facsimile machine produces a print out of the time, date and uninterrupted transmission record of the sending of the notice) - upon completion of sending if

**I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT**

*Bridget Kay 17/1/22*

*[Signature]*

*[Handwritten mark]*  
*ABB*

completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 a.m. on the next business day in that place;

- iv. if sent by email, when the recipient becomes capable of receiving the email during ordinary business hours (unless the sender receives an automated message that the email has been delayed or delivery has failed).
- c) A notice or other communication given or made under this Agreement is sufficient if:
  - i. in the case of the Council, it is under the hand of the General Manager or a duly authorised officer of the Council or the Council's solicitors;
  - ii. in the case of the Owner, it is under the hand of the Owner or their solicitor.
- d) A printed or copied signature is sufficient for the purposes of sending any demand, written consent or other communication by facsimile transmission or by email.

#### 10. Owner's acknowledgment

The Owner acknowledges that:

- a) this Agreement is being entered into pursuant to Part 5 of the Act for the purpose of satisfying the condition stated in the Permit. It may be registered on the title to the Land by Council at the Owner's cost;
- b) the effect of registration pursuant to the preceding clause will be that the burden and benefit of any covenant contained in this Agreement will run with the land as if it were a covenant to which section 102(2) of the Land Titles Act 1980 (Tas) applies; and
- c) this Agreement is enforceable between the parties to it, and any person deriving title under any such party, as if the Agreement were entered into by a fee simple owner of land for the benefit of adjacent land held by the Crown in fee simple that was capable of being benefited by the Agreement and as if that adjacent land continued to be so held by the Crown.

#### 11. Costs

The Owner and Council agree that:

**I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT**

*Brigitte Key 11/11/12*

*CS*  
*DOB*

- a) the Owner must bear the costs and disbursements associated with the preparation, negotiation and registration of this Agreement including any costs or disbursements incurred or to be incurred by Council; and
- b) unless this Agreement provides to the contrary, each party must pay its own costs incurred in the future operation of this Agreement.

**12. Council powers**

The parties acknowledge and agree that this Agreement does not fetter or restrict the powers or discretions of Council as planning authority in any way, including to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of plans relating to the Land or relating to any use or development of the Land.

**11. Commencing date and duration**

This agreement will:

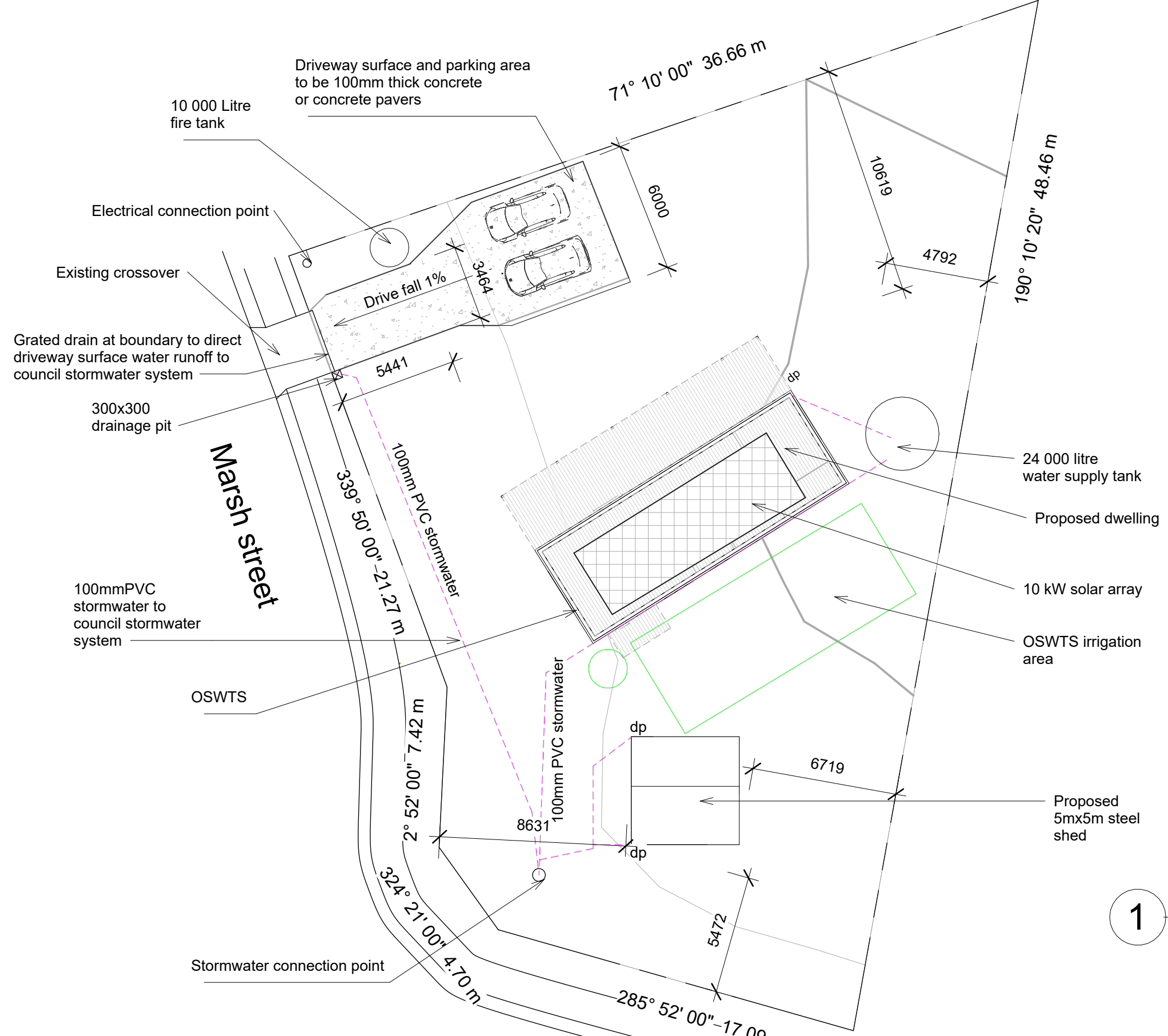
- a) take effect on the date it is executed by the parties notwithstanding any delay or failure of the part of the Council in registering it against the title to the Land; and
- b) Continue in full effect until terminated either pursuant to a provision of the Act or by mutual agreement of the parties.

**I HEREBY CERTIFY THAT  
THIS IS A COPY OF THE  
ORIGINAL DOCUMENT**

*Erin Kay 11/9/22*

*[Handwritten signature]* *CS*  
*ADB*



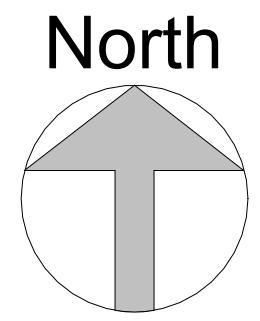


Project: 2 Bedroom House and shed  
 Address: 18 Marsh street Opossum Bay Tasmania 7116

CT: 184232/4  
 Land area: 1007m2  
 DA  
 Zone: Low Density Residential  
 Overlay:  
 Bal rating: TBD  
 soil classification: TBD  
 wind classification: N3  
 Climate zone: 7  
 Proposed house area: 70m2  
 Proposed deck area: 45m2  
 Proposed shed area: 25m2

INDEX

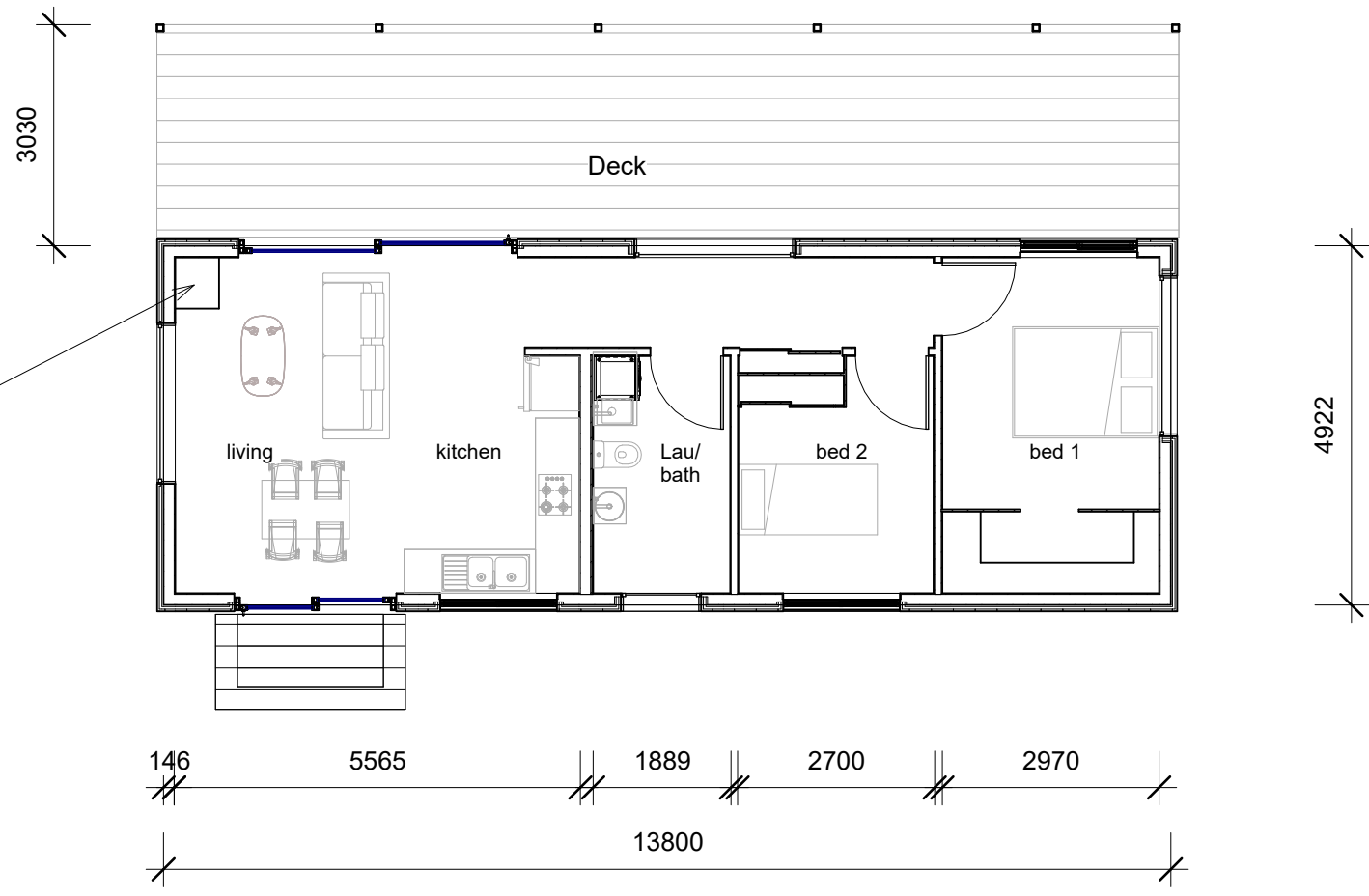
A01	Site plan
A02	Floor plan
A03	Elevation north
A04	Elevation south
A05	Elevation east
A06	Elevation west
A07	Shed plan and Elevations



1 Site  
 1 : 200

CLIENT: Shae O'rourke & Tessa Amos		Rev.	AMENDMENT 1	DATE 20/04/2026	Two bedroom house 70m2 and 25m2 steel shed 18 Marsh Street Opossum Bay 29/12/2025 Site plan
Ernest Cutler Constructions 87 Arve road Geeveston 7116 PH: 0411 867 301 ecutler@hotmail.com					SCALE: 1 : 200
0 10 20 30 40 50mm PRINT REDUCTION BAR   A3 SHEET					JOB / DRAWING No. 0-A01
Document Set ID: 5879633 Version 1 Version Date: 20/04/2026 UNLESS WRITTEN CONSENT GIVEN					REVISION
					DRAWN: Ernest Cutler

A03  
1



A06  
1

Wood heater

A05  
1

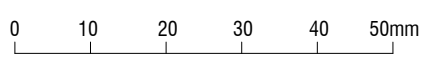
A04  
1

**1** **Ground Floor**  
1 : 100

CLIENT: **Shae O'rourke & Tessa Amos**

Rev.	AMENDMENT	DATE

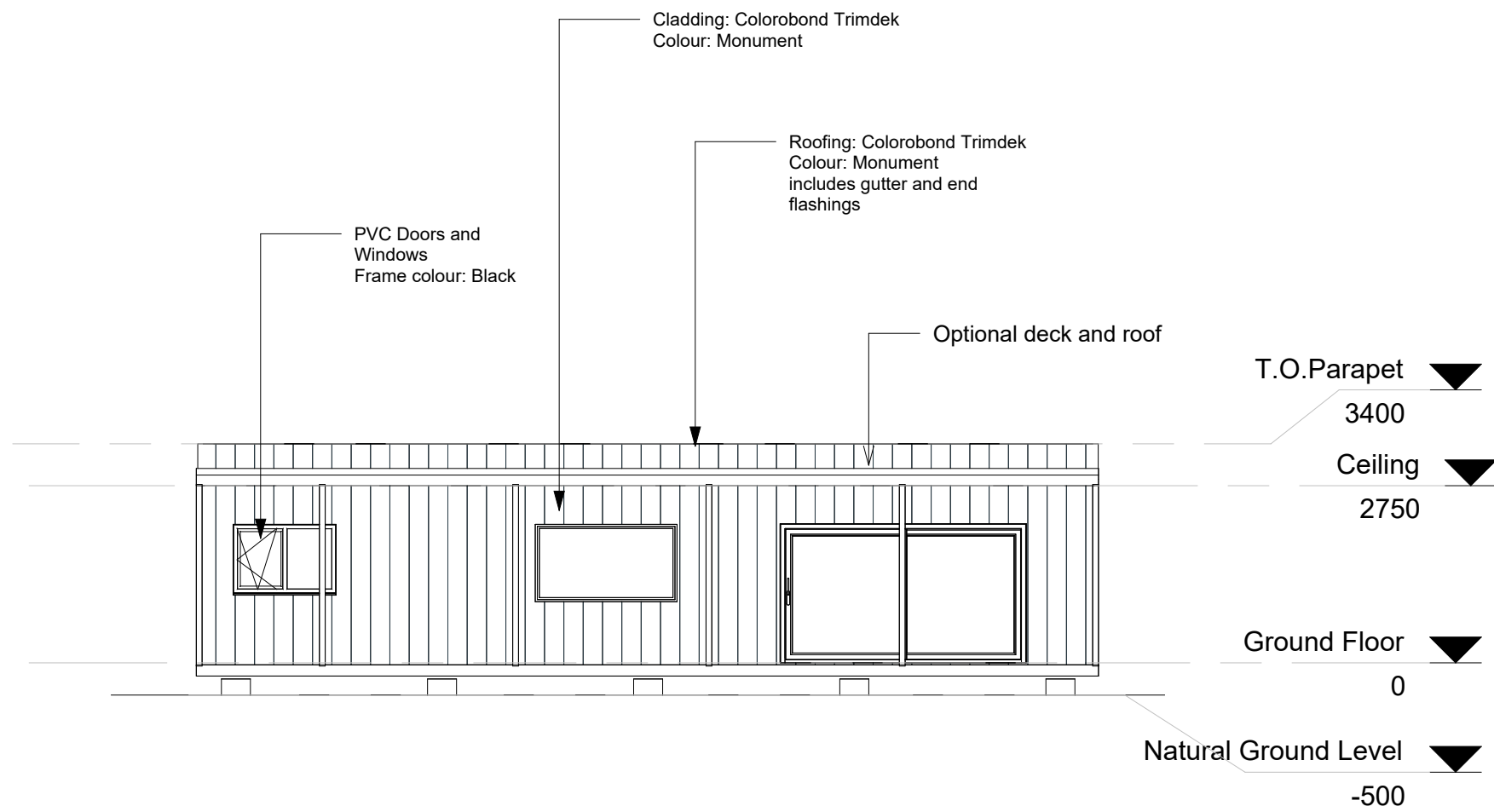
**Two bedroom house 70m2 and 25m2 steel shed**  
**18 Marsh Street Opossum Bay 29/12/2025**  
**Floor Plan**



**Ernest Cutler Constructions**  
87 Arve road Geeveston 7116  
PH: 0411 867 301  
ecutler@hotmail.com

SCALE: 1 : 100  
DRAWN: Ernest Cutler Lic no. 6362 76701

JOB / DRAWING No. **0-A02** REVISION

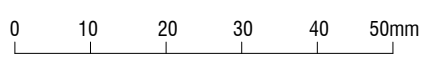


**1** Elevation North  
1 : 100

CLIENT: **Shae O'rourke & Tessa Amos**

Rev.	AMENDMENT	DATE

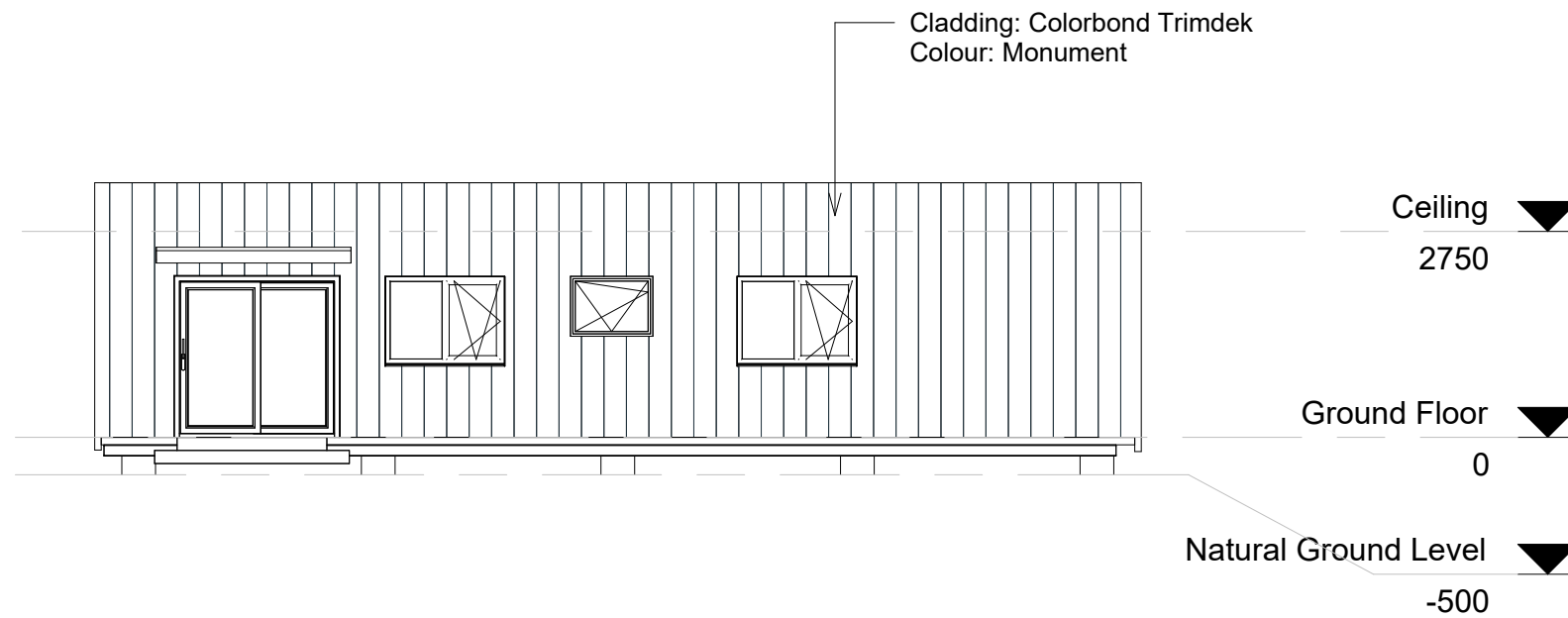
**Two bedroom house 70m2 and 25m2 steel shed**  
**18 Marsh Street Opossum Bay 29/12/2025**  
**Elevation North**



**Ernest Cutler Constructions**  
 87 Arve road Geeveston 7116  
 PH: 0411 867 301  
 ecutler@hotmail.com

SCALE: 1 : 100  
 DRAWN: Ernest Cutler

JOB / DRAWING No. **0-A03** REVISION

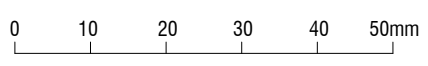


**1** Elevation South  
1 : 100

CLIENT: Shae O'rourke & Tessa Amos

Rev.	AMENDMENT	DATE

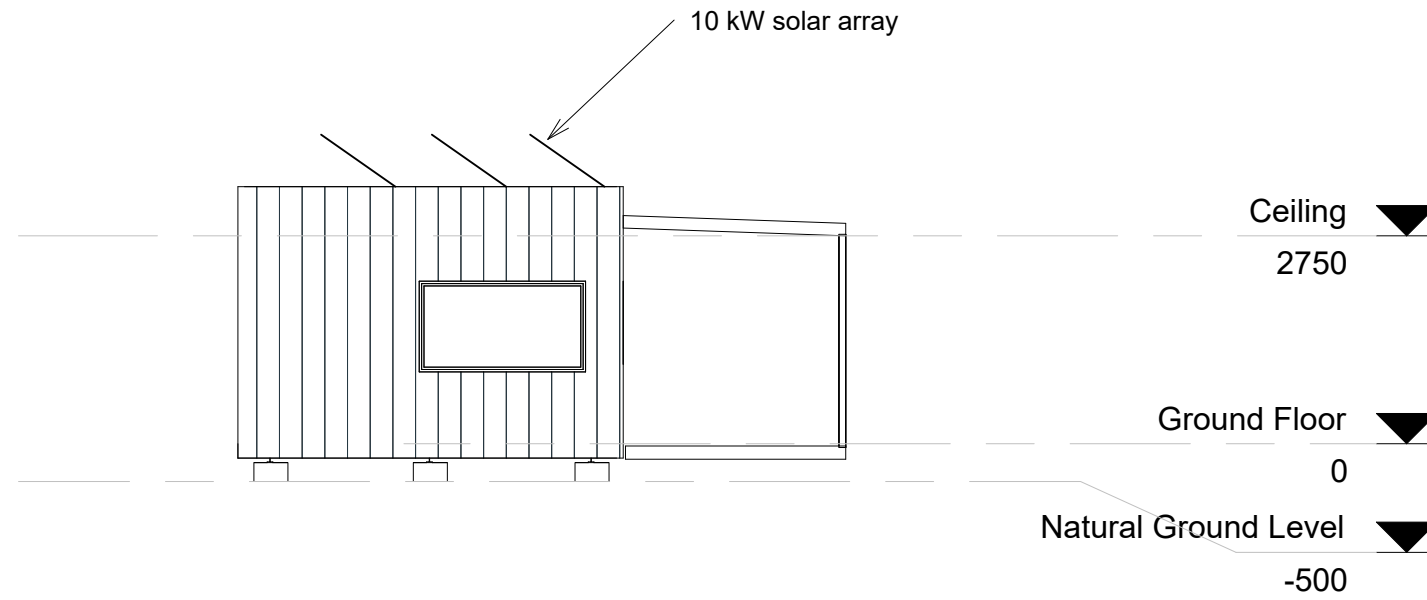
Two bedroom house 70m2 and 25m2 steel shed  
18 Marsh Street Opossum Bay 29/12/2025  
Elevation South



Ernest Cutler Constructions  
87 Arve road Geeveston 7116  
PH: 0411 867 301  
ecutler@hotmail.com

SCALE: 1 : 100  
DRAWN: Ernest Cutler

JOB / DRAWING No. **0-A04** REVISION

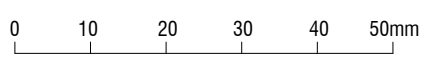


**1** Elevation East  
1 : 100

CLIENT: Shae O'rourke & Tessa Amos

Rev.	AMENDMENT	DATE

Two bedroom house 70m2 and 25m2 steel shed  
18 Marsh Street Opossum Bay 29/12/2025  
Elevation East

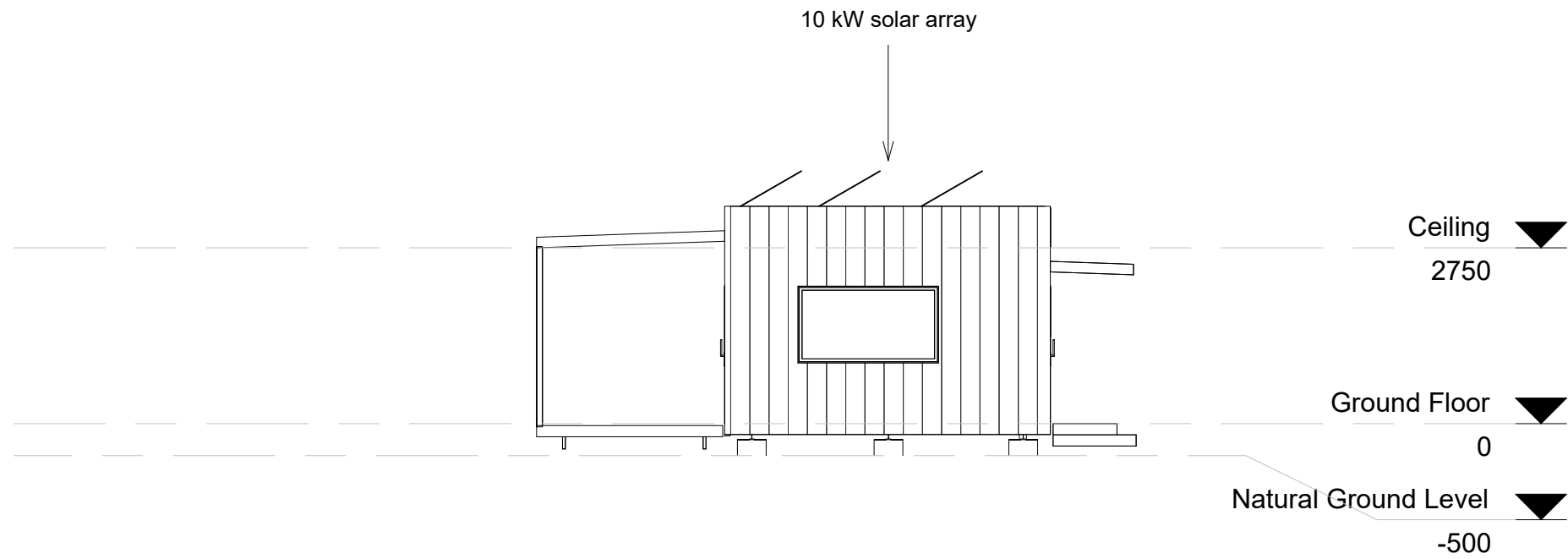


PRINT REDUCTION BAR | A3 SHEET  
Document Set ID: 5879633  
Version # 1 Version Date: 20/04/2026 UNLESS WRITTEN CONSENT GIVEN

Ernest Cutler Constructions  
87 Arve road Geeveston 7116  
PH: 0411 867 301  
ecutler@hotmail.com

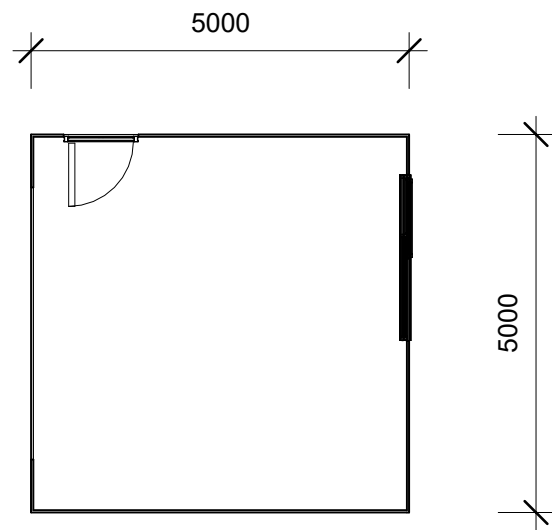
SCALE: 1 : 100  
DRAWN: Ernest Cutler

JOB / DRAWING No. **0-A05** REVISION

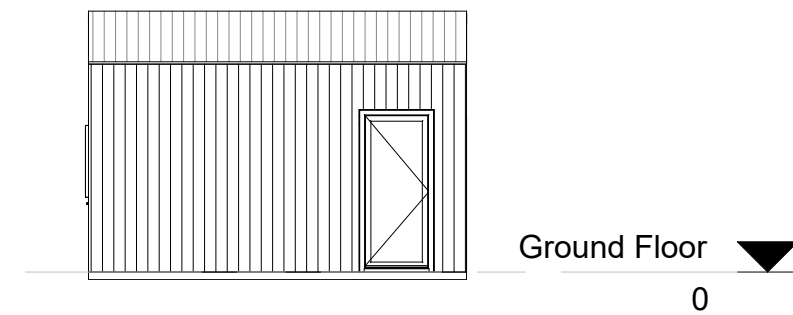


**1** Elevation West  
1 : 100

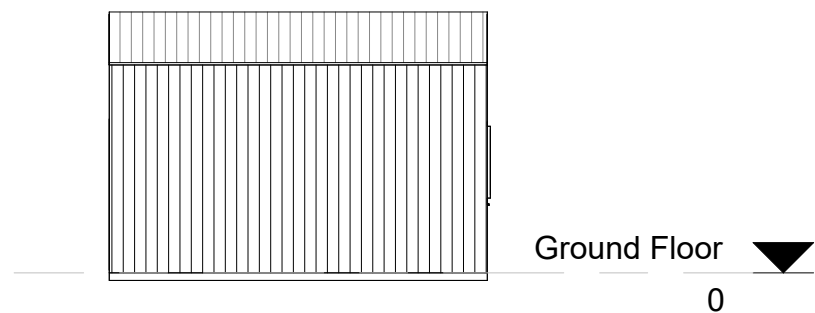
CLIENT: Shae O'rourke & Tessa Amos		Rev.	AMENDMENT	DATE	Two bedroom house 70m2 and 25m2 steel shed 18 Marsh Street Opossum Bay 29/12/2025 Elevation West	
<p>PRINT REDUCTION BAR   A3 SHEET</p> <p>Document Set ID: 5879633</p> <p>Version # 1, Version Date: 20/04/2026 UNLESS WRITTEN CONSENT GIVEN</p>		<p>Ernest Cutler Constructions 87 Arve road Geeveston 7116 PH: 0411 867 301 ecutler@hotmail.com</p>			<p>SCALE: 1 : 100</p> <p>DRAWN: Ernest Cutler</p>	
					<p>JOB / DRAWING No. <b>0-A06</b></p> <p>REVISION </p>	



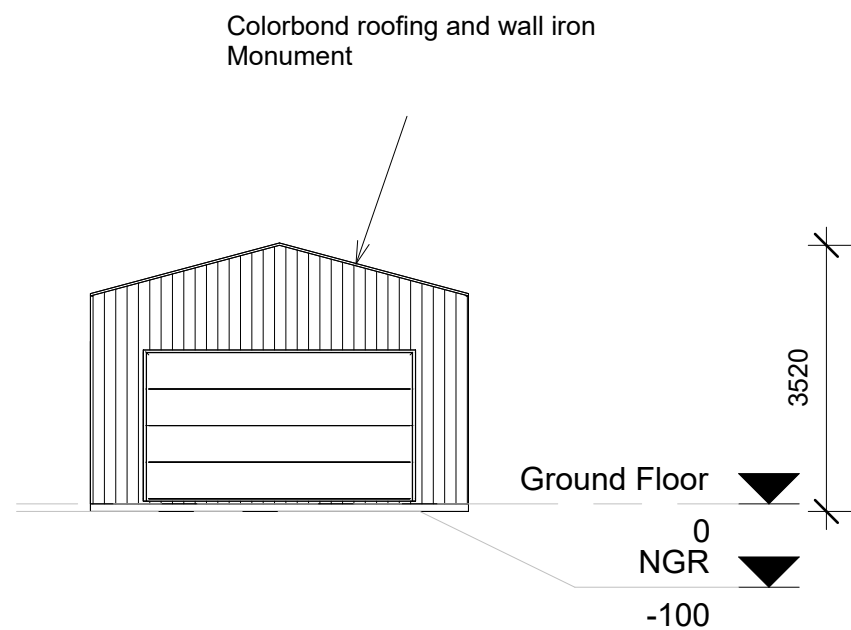
**1** Ground Floor  
1 : 100



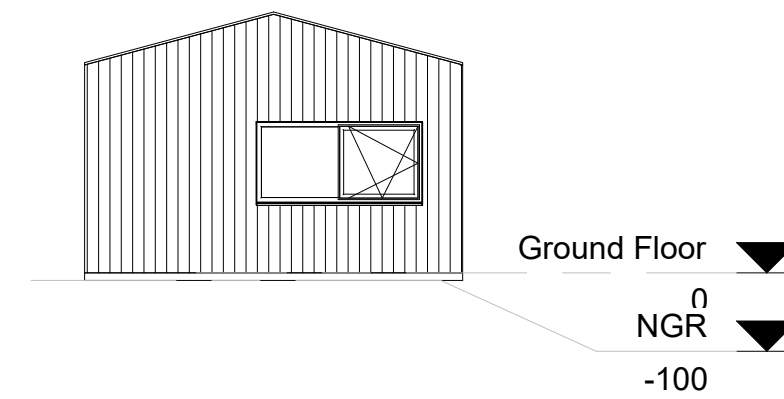
**2** Elevation North  
1 : 100



**3** Elevation South  
1 : 100



**5** Elevation West  
1 : 100



**4** Elevation East  
1 : 100

**5x5 m shed**

CLIENT: Shae O'rourke & Tessa Amos

0 10 20 30 40 50mm

PRINT REDUCTION BAR | A3 SHEET

Ernest Cutler Constructions  
87 Arve road Geeveston 7116  
PH: 0411 867 301  
ecutler@hotmail.com

Rev.	AMENDMENT	DATE

Two bedroom house 70m2 and 25m2 steel shed  
18 Marsh Street Opossum Bay 29/12/2025  
Shed

SCALE: 1 : 100

DRAWN: Author

JOB / DRAWING No.

**0-A07**

REVISION

