



## **DEVELOPMENT APPLICATION**

**PDPLANPMTD-2026/061349**

**PROPOSAL:** Dwelling

**LOCATION:** 100B Howrah Road, Howrah (With access over 100 Howrah Road, Howrah)

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

**ADVERTISING EXPIRY DATE:** 08/07/2026 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 08/07/2026 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 08/07/2026 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

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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**

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Location: **100 Howrah Road, Howrah**

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**Personal Information Removed**

Is the property on the Tasmanian Heritage Register?

Yes  No

If yes, we recommend you discuss your proposal with Heritage Tasmania prior to lodgement as

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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 LOT**

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 in electronic format only.

**Personal Information Removed**



## Planning Application checklist

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### Mandatory Documents

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

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- 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.

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### 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.

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- 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.



# Department of Natural Resources and Environment Tasmania

LAND TITLES OFFICE - LAND TASMANIA

GPO Box 541, Hobart, Tasmania 7001  
Ph (03)61654444  
Email: lto@nre.tas.gov.au  
Web: www.nre.tas.gov.au



05 May 2026

TO: **ROGERSON & BIRCH  
UNIT 1  
2 KENNEDY DR  
CAMBRIDGE TAS 7170**

## NOTICE OF ACCEPTANCE OF

SEALED PLAN NO: **300288**

SUBDIVIDER: **ANDREW LUKE RISELEY, AIMEE VICTORIA RISELEY**

I have accepted this Plan. Enclosed is a copy in the form in which it has taken effect.

Titles issued and dispatch details are as follows:

Volume	Folio	Dispatch
300288	2	Edition of: 05-May-2026 held on behalf of: COMMONWEALTH BANK OF AUSTRALIA
300288	1	Edition of: 05-May-2026 held on behalf of: COMMONWEALTH BANK OF AUSTRALIA

A handwritten signature in black ink, appearing to read "Robert Manning".

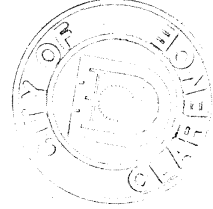
Robert Manning  
Recorder of Titles

Registered Number

SP300288

# COUNCIL APPROVAL

(Insert any qualification to the permit under section 83(5), section 109 or section 111 of the Local Government (Building & Miscellaneous Provisions) Act 1993)  
The subdivision shown in this plan is approved



In witness whereof the common seal of  
has been affixed, pursuant to a resolution of the Council of the said municipality  
passed the 29 day of February 2024, in the presence of us

Member ..... **Clare Shea**  
Head of Governance  
Clarence City Council  
Member ..... **38 Bligh Street**  
Council Delegate ..... **C. Shea** Rosny Park 7018

Council Reference **PDPLANPMTD-2023/038719**

# NOMINATIONS

For the purpose of section 88 of the Local Government (Building & Miscellaneous Provisions) Act 1993  
the owner has nominated

HWLE LAWYERS

Solicitor to act for the owner

ROGERSON & BIRCH SURVEYORS

Surveyor to act for the owner

OFFICE EXAMINATION:

Indexed .....

Computed **MA.17/1/2026**

Examined **MA.17/1/2026**

OWNER ANDREW LUKE RISELEY  
AIMEE VICTORIA RISELEY

FOLIO REFERENCE F.R.13626/18

GRANTEE PART OF 95A-1R-1P GRANTED TO  
PETER ROBERTS

# PLAN OF SURVEY

BY SURVEYOR ADAM JOHN DUGGAN  
ROGERSON AND BIRCH SURVEYORS  
UNIT 1 - 2 KENNEDY DRIVE, CAMBRIDGE PARK  
PH 6248-5898 MOB. 0400-293-963

## CITY OF CLARENCE

SCALE 1: 250 LENGTHS IN METRES

REGISTERED NUMBER

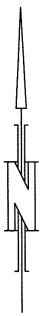
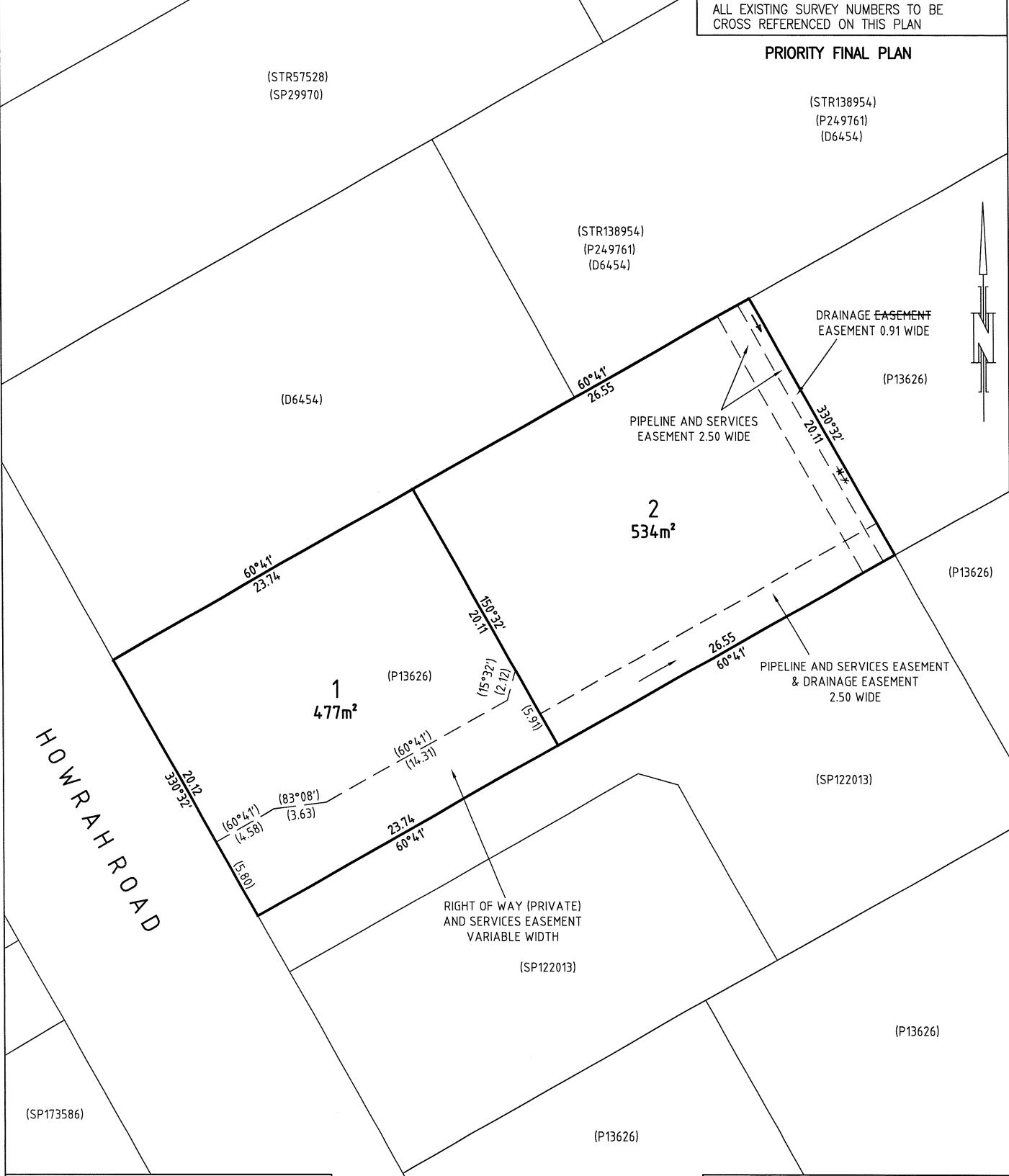
# SP300288

APPROVED EFFECTIVE FROM -5 MAY 2026

*Adam Duggan*  
Recorder of Titles

ALL EXISTING SURVEY NUMBERS TO BE  
CROSS REFERENCED ON THIS PLAN

### PRIORITY FINAL PLAN



*Adam Duggan*  
Registered Land Surveyor  
23/03/2026  
Date

*Clare Shea*  
Council Delegate  
02/04/26  
Date

**SCHEDULE OF EASEMENTS**

**NOTE:** THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.

Registered Number

SP300288

PAGE 1 OF 4 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.

**RIGHT OF WAY**

Lots 2 on the plan is together with a RIGHT OF CARRIAGEWAY over the Right of Way (Private) and Services Easement Variable Width over those portions of Lot 1 on the Plan.

Lot 1 on the plan is subject to a RIGHT OF CARRIAGEWAY over the right of way marked Right of Way (Private) and Services Easement Variable Width as appurtenant to Lot 2 on the Plan.

RIGHT (more fully defined in Conveyance 23/3035)

Lot 2 on the Plan is subject to a DRAINAGE EASEMENT over the land marked Drainage Easement 0.91 Wide on the Plan as appurtenant to Lots 19 to 21 inclusive on ~~Plan 13626~~. Deeds Office Plan 560.

RIGHT OF DRAINAGE

Lot 2 on the Plan is subject to a ~~DRAINAGE EASEMENT~~ in gross in favour of the Clarence City Council over the land marked Pipeline and Service Easement & Drainage Easement 2.50 Wide shown on the Plan.

**SERVICE EASEMENTS**

Lot 2 on the plan is together with a SERVICE EASEMENT over the Service Easement marked Right of Way (Private) and Services Easement Variable Width over those portions of Lot 1 on the Plan.

Lot 1 on the plan is subject to a SERVICE EASEMENT over the ~~right of way~~ land marked Right of Way (Private) and Services Easement Variable Width as appurtenant to Lot 2 on the Plan.

SUBDIVIDER: Andrew Luke Riseley and Aimee Victoria Riseley

FOLIO REF: C.T. Vol. 13626 Folio 18

SOLICITOR & REFERENCE: Ogilvie Jennings SB

PLAN SEALED BY: Clarence City Council

DATE: 2nd April 2026

2023/03.8.7.19

REF NO.

Clare Shee Council Delegate

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

Doc 1413269068.1

I Nina Lapham an Administrative Assistant of HWE Lawyers initiate these amendments on behalf of the subdivider Sarah Butler c 4/5/2026

**ANNEXURE TO  
SCHEDULE OF EASEMENTS**

PAGE 2 OF 4 PAGES

Registered Number

SP 300288

SUBDIVIDER: Andrew Luke Riseley and Aimee Victoria Riseley  
FOLIO REFERENCE: Vol. 13626 Folio 18

“Service Easement” means the full and free right and liberty to lay and maintain such water pipes, gas pipes, sewerage pipes, electricity cables and communication cables as are required to service a normal residential dwelling and at all times hereafter to enter with or without surveyor or workmen into and upon the said strip of land (or any part thereof) taking upon the said strip of land such materials, machinery and other things as are required to inspect the condition of the said pipes and cables and to repair, alter, amend and cleanse the same making good any damage done to the said strip of land.

**PIPELINE AND SERVICE EASEMENTS**

Lot 2 on the plan is subject to a PIPELINE AND SERVICES EASEMENT in gross in favour of TasWater over the land marked Pipeline and Service Easement 2.50 Wide shown on the Plan (“the Easement Land”).

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“Pipeline and Services Easement” is defined as follows:-

FIRSTLY, THE FULL AND FREE RIGHT AND LIBERTY for TasWater and its employees, contractors, agents and all other persons duly authorised by it, at all times to:

1. enter and remain upon the Easement Land with or without machinery, vehicles, plant and equipment;
2. investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;
3. install, retain, operate, modify, relocate, maintain, inspect, cleanse, repair, remove and replace the Infrastructure;
4. run and pass sewage, water and electricity through and along the Infrastructure;
5. do all works reasonably required in connection with such activities or as may be authorised or required by any law:
  - a) without doing unnecessary damage to the Easement Land; and
  - b) leaving the Easement Land in a clean and tidy condition;



**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.



**ANNEXURE TO  
SCHEDULE OF EASEMENTS**

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Registered Number

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SUBDIVIDER: Andrew Luke Riseley and Aimee Victoria Riseley  
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6. if the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and any other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any vehicle entry and cross the Lot to the Easement Land; and
7. use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land, TasWater reinstating any damage that it causes in doing so to any boundary fence of the Lot.

SECONDLY, the benefit of a covenant in gross for TasWater with the registered proprietor/s of the Easement Land and their successors and assigns not to erect any building, or place any structures, objects, vegetation, or remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land, without the prior written consent of TasWater to the intent that the burden of the covenant may run with and bind the servient land and every part thereof and that the benefit thereof may be annexed to the easement herein described.

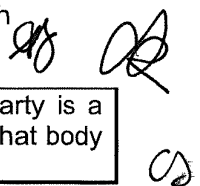
Interpretation:

"Infrastructure" means infrastructure owned or for which TasWater is responsible and includes but is not limited to:

- (a) sewer pipes and water pipes and associated valves;
- (b) telemetry and monitoring devices;
- (c) inspection and access pits;
- (d) electricity assets and other conducting media (excluding telemetry and monitoring devices);
- (e) markers or signs indicating the location of the Easement Land or any other Infrastructure or any warnings or restrictions with respect to the Easement Land or any other Infrastructure;
- (f) anything reasonably required to support, protect or cover any other Infrastructure;
- (g) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water, or the running of electricity, through

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Doc 1413269068.1



**ANNEXURE TO  
SCHEDULE OF EASEMENTS**

PAGE 4 OF 4 PAGES

Registered Number

SP 300288

SUBDIVIDER: Andrew Luke Riseley and Aimee Victoria Riseley  
FOLIO REFERENCE: Vol. 13626 Folio 18

the Easement Land or monitoring or managing that activity; and  
(h) where the context permits, any part of the Infrastructure.

“TasWater” means Tasmanian Water & Sewerage Corporation Pty Ltd (ACN 162 220 653), its successors and assigns.

**FENCING COVENANT**

The owner of each lot on the plan covenants with the vendor, Andrew Luke Riseley and Aimee Victoria Riseley, that the vendor shall not be required to fence.

Signed by **Andrew Luke Riseley** the registered proprietor of land comprised in Certificate of Title Volume 13626 Folio 18 in the presence of:

Witness: *Allyan Ackerley*  
Witness full name (print) Allyan Ackerley  
Witness address 47 Pioneer Avenue  
New Norfolk

*[Signature]*  
.....

Signed by **Aimee Victoria Riseley** the registered proprietor of land comprised in Certificate of Title Volume 13626 Folio 18 in the presence of:

Witness: *Emma Summer*  
Witness full name (print) Emma Summer  
Witness address 15 Hollingsworth St  
Brighton

*[Signature]*  
.....

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*[Handwritten mark]*



SEARCH OF TORRENS TITLE

VOLUME 300288	FOLIO 2
EDITION 1	DATE OF ISSUE 05-May-2026

SEARCH DATE : 10-June-2026

SEARCH TIME : 10.45 am

DESCRIPTION OF LAND

City of CLARENCE

Lot 2 on Sealed Plan [300288](#)

Derivation : Part of 95A-1R-1P Gtd. to P. Roberts

Prior CT [13626/18](#)

SCHEDULE 1

[E362043](#) TRANSFER to ANDREW LUKE RISELEY and AIMEE VICTORIA RISELEY Registered 28-Sept-2023 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any

[SP300288](#) EASEMENTS in Schedule of Easements

[SP300288](#) FENCING COVENANT in Schedule of Easements

[E362044](#) MORTGAGE to Commonwealth Bank of Australia Registered 28-Sept-2023 at 12.01 pm

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

<p><b>SCHEDULE OF EASEMENTS</b></p> <p><b>NOTE:</b> THE SCHEDULE MUST BE SIGNED BY THE OWNERS &amp; MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.</p>	<p>Registered Number</p> <p><b>SP300288</b></p>
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PAGE 1 OF 4 PAGE/S

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RIGHT (more fully defined in Conveyance 23/3035) *\* Yr*

Lot 2 on the Plan is subject to a DRAINAGE EASEMENT over the land marked Drainage Easement 0.91 Wide on the Plan as appurtenant to Lots 19 to 21 inclusive on Plan 13626. Deeds Office Plan 560. *\* Yr*

RIGHT OF DRAINAGE *\* Yr*

Lot 2 on the Plan is subject to a DRAINAGE EASEMENT in gross in favour of the Clarence City Council over the land marked Pipeline and Service Easement & Drainage Easement 2.50 Wide shown on the Plan.

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<p>SUBDIVIDER: Andrew Luke Riseley and Aimee Victoria Riseley</p> <p>FOLIO REF: C.T. Vol. 13626 Folio 18</p> <p>SOLICITOR &amp; REFERENCE: Ogilvie Jennings SB</p>	<p>PLAN SEALED BY: <i>Clarence City Council</i></p> <p>DATE: <i>2nd April 2026</i></p> <p><i>2023/038.71.9</i> <i>CO Res.</i></p> <p>REF NO. <i>Clare Str.</i> Council Delegate</p>
<p><b>NOTE:</b> The Council Delegate must sign the Certificate for the purposes of identification.</p>	

Doc 1413269068.1

*I Nina Lapham an Administrative Assistant of HWLE Lawyers initiate these amendments on behalf of the subdivider Sarah Butler. 4/5/2026*

<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 2 OF 4 PAGES</p>	<p>Registered Number</p> <p><b>SP 300288</b></p>
<p>SUBDIVIDER: Andrew Luke Riseley and Aimee Victoria Riseley FOLIO REFERENCE: Vol. 13626 Folio 18</p>	

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**PIPELINE AND SERVICE EASEMENTS**

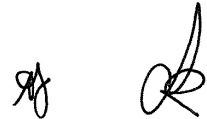
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3. install, retain, operate, modify, relocate, maintain, inspect, cleanse, repair, remove and replace the Infrastructure;
4. run and pass sewage, water and electricity through and along the Infrastructure;
5. do all works reasonably required in connection with such activities or as may be authorised or required by any law:
  - a) without doing unnecessary damage to the Easement Land; and
  - b) leaving the Easement Land in a clean and tidy condition;



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Doc 1413269068.1

<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 3 OF 4 PAGES</p>	<p>Registered Number</p> <p><b>SP 300288</b></p>
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6. if the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and any other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any vehicle entry and cross the Lot to the Easement Land; and
7. use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land, TasWater reinstating any damage that it causes in doing so to any boundary fence of the Lot.

SECONDLY, the benefit of a covenant in gross for TasWater with the registered proprietor/s of the Easement Land and their successors and assigns not to erect any building, or place any structures, objects, vegetation, or remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land, without the prior written consent of TasWater to the intent that the burden of the covenant may run with and bind the servient land and every part thereof and that the benefit thereof may be annexed to the easement herein described.

Interpretation:

"Infrastructure" means infrastructure owned or for which TasWater is responsible and includes but is not limited to:

- (a) sewer pipes and water pipes and associated valves;
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- (c) inspection and access pits;
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- (f) anything reasonably required to support, protect or cover any other Infrastructure;
- (g) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water, or the running of electricity, through

*Handwritten initials/signatures: JS, AS, CS*

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**FENCING COVENANT**

The owner of each lot on the plan covenants with the vendor, Andrew Luke Riseley and Aimee Victoria Riseley, that the vendor shall not be required to fence.

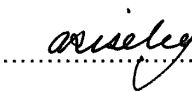
Signed by **Andrew Luke Riseley** the registered proprietor of land comprised in Certificate of Title Volume 13626 Folio 18 in the presence of:



.....

Witness: Ackerley  
Witness full name (print) Alyson Ackerley  
Witness address 47 Pioneer Avenue  
New Norfolk

Signed by **Aimee Victoria Riseley** the registered proprietor of land comprised in Certificate of Title Volume 13626 Folio 18 in the presence of:



.....

Witness: Emmah Summers  
Witness full name (print) Emmah Summers  
Witness address 15 Hallingsworth St  
Brighton

**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.



Doc 1413269068.1



<p><b>SCHEDULE OF EASEMENTS</b></p> <p><b>NOTE:</b> THE SCHEDULE MUST BE SIGNED BY THE OWNERS &amp; MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.</p>	<p>Registered Number</p> <p><b>SP300288</b></p>
---	---

PAGE 1 OF 4 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.

**RIGHT OF WAY**

Lots 2 on the plan is together with a RIGHT OF CARRIAGEWAY over the Right of Way (Private) and Services Easement Variable Width over those portions of Lot 1 on the Plan.

Lot 1 on the plan is subject to a RIGHT OF CARRIAGEWAY over the right of way marked Right of Way (Private) and Services Easement Variable Width as appurtenant to Lot 2 on the Plan.

RIGHT (more fully defined in Conveyance 23/3035)

Lot 2 on the Plan is subject to a DRAINAGE EASEMENT over the land marked Drainage Easement 0.91 Wide on the Plan as appurtenant to Lots 19 to 21 inclusive on Plan 13626. Deeds Office Plan 560.

RIGHT OF DRAINAGE

Lot 2 on the Plan is subject to a DRAINAGE EASEMENT in gross in favour of the Clarence City Council over the land marked Pipeline and Service Easement & Drainage Easement 2.50 Wide shown on the Plan.

**SERVICE EASEMENTS**

Lot 2 on the plan is together with a SERVICE EASEMENT over the Service Easement marked Right of Way (Private) and Services Easement Variable Width over those portions of Lot 1 on the Plan.

Lot 1 on the plan is subject to a SERVICE EASEMENT over the right of way marked Right of Way (Private) and Services Easement Variable Width as appurtenant to Lot 2 on the Plan.

<p>SUBDIVIDER: Andrew Luke Riseley and Aimee Victoria Riseley</p> <p>FOLIO REF: C.T. Vol. 13626 Folio 18</p> <p>SOLICITOR &amp; REFERENCE: Ogilvie Jennings SB</p>	<p>PLAN SEALED BY: <i>Clarence City Council</i></p> <p>DATE: <i>2nd April 2026</i></p> <p><i>2023/038.71.9</i></p> <p>REF NO. <i>Clare Str.</i> Council Delegate</p>
<p><b>NOTE:</b> The Council Delegate must sign the Certificate for the purposes of identification.</p>	

Doc 1413269068.1

*I Nina Lapham an Administrative Assistant of HWLE Lawyers initiate these amendments on behalf of the subdivider Sarah Butler. 4/5/2026*

<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 2 OF 4 PAGES</p>	<p>Registered Number</p> <p><b>SP 300288</b></p>
<p>SUBDIVIDER: Andrew Luke Riseley and Aimee Victoria Riseley FOLIO REFERENCE: Vol. 13626 Folio 18</p>	

“Service Easement” means the full and free right and liberty to lay and maintain such water pipes, gas pipes, sewerage pipes, electricity cables and communication cables as are required to service a normal residential dwelling and at all times hereafter to enter with or without surveyor or workmen into and upon the said strip of land (or any part thereof) taking upon the said strip of land such materials, machinery and other things as are required to inspect the condition of the said pipes and cables and to repair, alter, amend and cleanse the same making good any damage done to the said strip of land.

**PIPELINE AND SERVICE EASEMENTS**

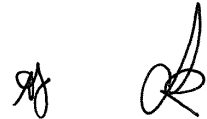
Lot 2 on the plan is subject to a PIPELINE AND SERVICES EASEMENT in gross in favour of TasWater over the land marked Pipeline and Service Easement 2.50 Wide shown on the Plan (“the Easement Land”).

Lot 2 on the plan is subject to a PIPELINE AND SERVICES EASEMENT in gross in favour of TasWater over the land marked Pipeline and Service Easement & Drainage Easement 2.50 Wide shown on the Plan (“the Easement Land”).

“Pipeline and Services Easement” is defined as follows:-

FIRSTLY, THE FULL AND FREE RIGHT AND LIBERTY for TasWater and its employees, contractors, agents and all other persons duly authorised by it, at all times to:

1. enter and remain upon the Easement Land with or without machinery, vehicles, plant and equipment;
2. investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;
3. install, retain, operate, modify, relocate, maintain, inspect, cleanse, repair, remove and replace the Infrastructure;
4. run and pass sewage, water and electricity through and along the Infrastructure;
5. do all works reasonably required in connection with such activities or as may be authorised or required by any law:
  - a) without doing unnecessary damage to the Easement Land; and
  - b) leaving the Easement Land in a clean and tidy condition;



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Doc 1413269068.1

<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 3 OF 4 PAGES</p>	<p>Registered Number</p> <p><b>SP 300288</b></p>
<p>SUBDIVIDER: Andrew Luke Riseley and Aimee Victoria Riseley FOLIO REFERENCE: Vol. 13626 Folio 18</p>	

6. if the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and any other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any vehicle entry and cross the Lot to the Easement Land; and
7. use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land, TasWater reinstating any damage that it causes in doing so to any boundary fence of the Lot.

SECONDLY, the benefit of a covenant in gross for TasWater with the registered proprietor/s of the Easement Land and their successors and assigns not to erect any building, or place any structures, objects, vegetation, or remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land, without the prior written consent of TasWater to the intent that the burden of the covenant may run with and bind the servient land and every part thereof and that the benefit thereof may be annexed to the easement herein described.

Interpretation:

"Infrastructure" means infrastructure owned or for which TasWater is responsible and includes but is not limited to:

- (a) sewer pipes and water pipes and associated valves;
- (b) telemetry and monitoring devices;
- (c) inspection and access pits;
- (d) electricity assets and other conducting media (excluding telemetry and monitoring devices);
- (e) markers or signs indicating the location of the Easement Land or any other Infrastructure or any warnings or restrictions with respect to the Easement Land or any other Infrastructure;
- (f) anything reasonably required to support, protect or cover any other Infrastructure;
- (g) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water, or the running of electricity, through

*Handwritten initials/signatures: JS, AS, CS*

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Doc 1413269068.1

<p><b>ANNEXURE TO SCHEDULE OF EASEMENTS</b></p> <p>PAGE 4 OF 4 PAGES</p>	<p>Registered Number</p> <p><b>SP 300288</b></p>
<p>SUBDIVIDER: Andrew Luke Riseley and Aimee Victoria Riseley FOLIO REFERENCE: Vol. 13626 Folio 18</p>	

the Easement Land or monitoring or managing that activity; and  
(h) where the context permits, any part of the Infrastructure.

“TasWater” means Tasmanian Water & Sewerage Corporation Pty Ltd (ACN 162 220 653), its successors and assigns.

**FENCING COVENANT**

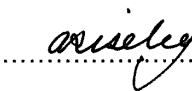
The owner of each lot on the plan covenants with the vendor, Andrew Luke Riseley and Aimee Victoria Riseley, that the vendor shall not be required to fence.

Signed by **Andrew Luke Riseley** the registered proprietor of land comprised in Certificate of Title Volume 13626 Folio 18 in the presence of:



Witness: Ackerley  
Witness full name (print) Alyson Ackerley  
Witness address 47 Pioneer Avenue  
New Norfolk

Signed by **Aimee Victoria Riseley** the registered proprietor of land comprised in Certificate of Title Volume 13626 Folio 18 in the presence of:



Witness: Emmah Summers  
Witness full name (print) Emmah Summers  
Witness address 15 Hallingsworth St  
Brighton

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Doc 1413269068.1

SEARCH OF TORRENS TITLE

VOLUME 300288	FOLIO 1
EDITION 1	DATE OF ISSUE 05-May-2026

SEARCH DATE : 10-June-2026

SEARCH TIME : 10.44 am

DESCRIPTION OF LAND

City of CLARENCE

Lot 1 on Sealed Plan 300288

Derivation : Part of 95A-1R-1P Gtd. to P. Roberts

Prior CT 13626/18

SCHEDULE 1

E362043 TRANSFER to ANDREW LUKE RISELEY and AIMEE VICTORIA RISELEY Registered 28-Sept-2023 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any

SP300288 EASEMENTS in Schedule of Easements

SP300288 FENCING COVENANT in Schedule of Easements

E362044 MORTGAGE to Commonwealth Bank of Australia Registered 28-Sept-2023 at 12.01 pm

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations



**MATT KENNEDY DRAFTING & DESIGN**  
5 MCINTYRE STREET,  
MORNINGTON, TAS 7018  
0472 655 173 ADMIN@MATT-KENNEDY.COM.AU

16/05/26

Dear Planning Officer,

**RE: PLANNING APPLICATION - PDPLANPMTD-2026/061349 - 100 Howrah Road, Howrah**

We refer to Council's correspondence dated 11<sup>th</sup> June 2026 regarding the above application and provide the following response to the outstanding Request for Further Information.

**8.0 General Residential Zone**

*(C8.4.2) The proposal is not within the acceptable solution building envelope. Please provide for shadow diagrams showing overshadowing of the proposed dwelling to adjoining properties habitable rooms and private open space at 9am, 12pm and 3pm on 21st of June to address performance criterion P3.*

Shadow diagrams have been provided on Sheet A.11 demonstrating the extent of overshadowing generated by the proposed dwelling at 9:00am, 12:00pm and 3:00pm on 21 June. These diagrams have been prepared to address Performance Criteria (P3) of Clause 8.4.2.

The shadow diagrams illustrate that the proposal will not result in an unreasonable loss of amenity to adjoining properties in terms of access to sunlight to habitable rooms, overshadowing of private open space, or visual bulk. During the morning and midday periods, the proposal does not result in any unreasonable overshadowing impacts to adjoining dwellings or their associated private open space.

At 3:00pm on 21 June, some additional overshadowing extends onto the adjoining property at 100A Howrah Road. However, the shadow falls predominantly over the existing garage structure located along the common boundary and does not impact habitable rooms.

Furthermore, substantial areas of private open space remain available to the south and east of the existing dwelling, ensuring that reasonable opportunities for outdoor recreation and solar access are maintained.

Accordingly, it is considered that the proposed development satisfies Performance Criterion P3 of Clause 8.4.2.

*(C8.4.6) It is unclear if the window of Bedroom 3 complies with Acceptable Solution A2. Please provide for amended plans showing compliance with the Acceptable solution or otherwise address performance criterion P2.*

The Bedroom 3 window is located more than 1.0m above natural ground level and is situated within 4.0m of the rear boundary. Accordingly, compliance has been assessed against Performance Criteria (P2) of Clause 8.4.6.

The window is orientated towards the adjoining property at 21 Tranmere Road. Along the common boundary between 100 Howrah Road and 21 Tranmere Road is an existing Colorbond shed and associated carport structure, which provide substantial physical screening between the properties. Beyond these structures is a gravel driveway, with the existing dwelling and principal private open space of 21 Tranmere Road located approximately 25m from the proposed Bedroom 3 window.

Given the separation distance, together with the presence of the existing outbuilding and carport structures, it is considered that the proposed Bedroom 3 window will not result in unreasonable overlooking of habitable room windows or private open space on the adjoining property. As such, the proposal is considered to satisfy Performance Criteria P2(a) and P2(b) of Clause 8.4.6.

Regards,

Matt Kennedy Drafting & Design

DRAWING SCHEDULE	
A.01	LOCATION PLAN
A.02	SITE ANALYSIS
A.03	SITE PLAN
A.04	GROUND FLOOR PLAN - PROPOSED
A.05	FIRST FLOOR PLAN - PROPOSED
A.06	ELEVATIONS 01
A.07	ELEVATIONS 02
A.08	SHADOW DIAGRAMS



100 HOWRAH RD,  
HOWRAH

NEW DWELLING  
JOB NO: 2533

**SITE INFORMATION**

Title Reference: 13626/18  
 Property ID: 5214497  
 Council: Clarence Council  
 Planning Zone: General Residential  
 Covenants: TBC

General Overlays: N/A

Code Overlays:  
 -Airport Obstacle Limitation Area

Soil Classification: **'CLASS M'**  
 (Refer to GES's Site Assessment Report for more info).

Wind Classification: N3  
 Terrian Category Classification: 1.0  
 Topography: T1  
 Sheilding: PS  
 Design Wind Gust Speed (Vh,u) m/s: 50

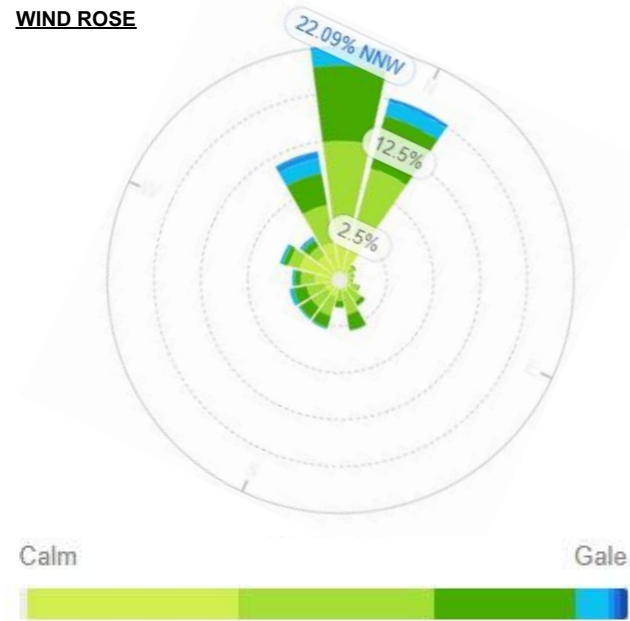
NCC Building Class: 1a & 10a

Land area: 534m<sup>2</sup>

Ground floor Building Area: 184.40m<sup>2</sup>  
 First floor Building Area: 107.77m<sup>2</sup>

Deck - Proposed: 5.88m<sup>2</sup>

**WIND ROSE**



All dimensions in millimetres unless noted otherwise.

**PRINT ALL DRAWINGS IN COLOUR**



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 E: admin@matt-kennedy.com.au  
 Licence: 189009392



CLIENT: **RISELEY**  
 ADDRESS: **100 HOWRAH RD, HOWRAH**

JOB NO: **2533**

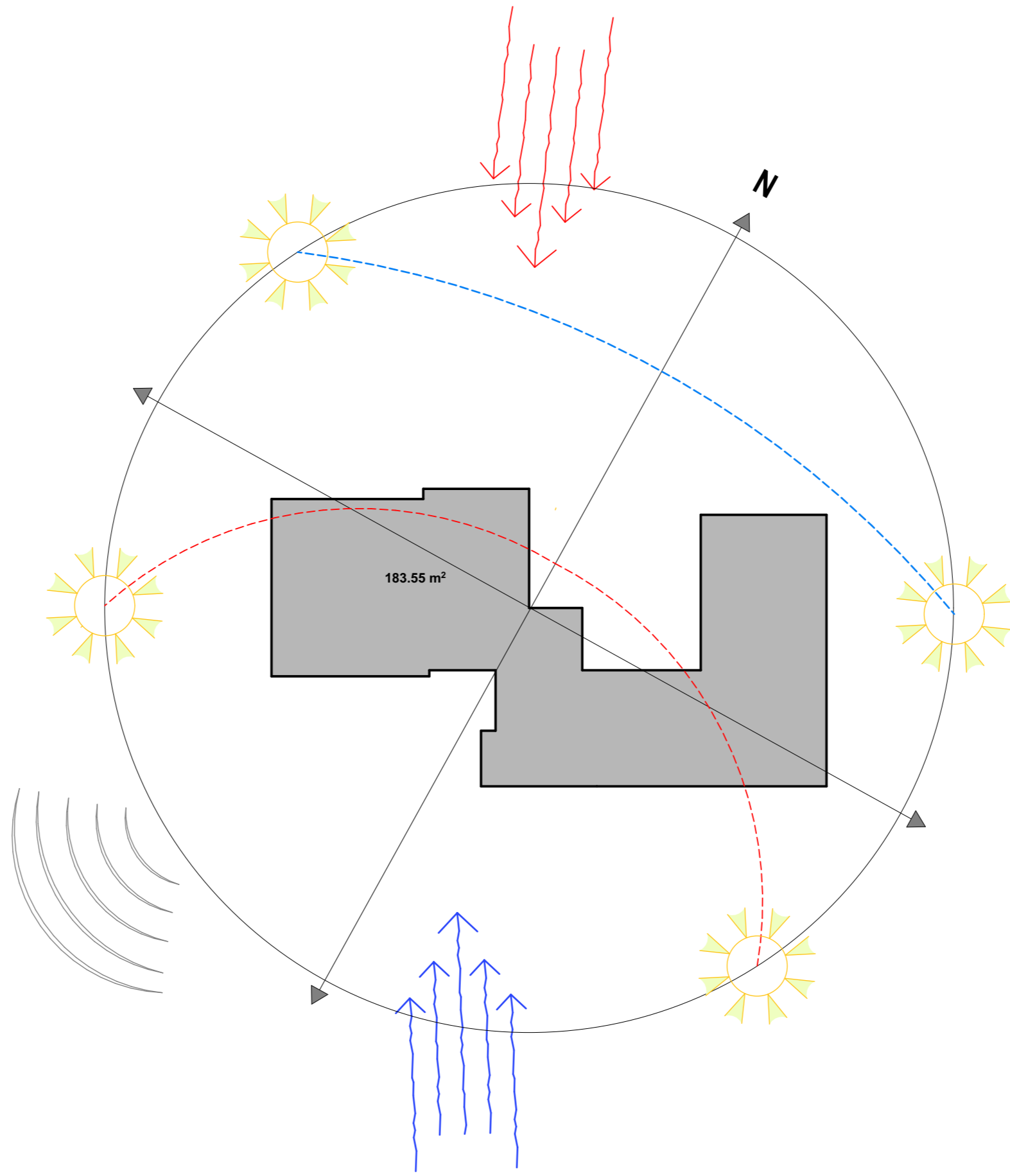
PROPOSAL: **NEW DWELLING**  
 PROJECT STAGE: **DA**

DATE: **16/06/2026**  
 SCALE: **NTS**



REV	AMENDMENT	DATES
1	COUNCIL RFI	16.06.26

**A.01**  
 LOCATION PLAN



**LEGEND**

**SUN**  
 SUMMER & WINTER SOLSTICE  
 WINTER JUNE 22 ——— (blue dashed line)  
 SUMMER DEC 22 ——— (red dashed line)

**WINDS**  
 PRODOMINATE BREEZES  
 CROSS VENTILATION

**VIEWS**  
 VIEWS TO ENCAPSULATE DURING  
 DESIGN PROCESS

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**bdaa**  
 BUILDING DESIGNERS  
 ASSOCIATION OF AUSTRALIA

CLIENT:  
**RISELEY**  
 ADDRESS:  
**100 HOWRAH RD, HOWRAH**

JOB NO:  
**2533**

PROPOSAL  
**NEW DWELLING**  
 PROJECT STAGE  
**DA**

DATE  
**16/06/2026**  
 SCALE  
**NTS**



REV 1	AMENDMENT COUNCIL RFI	DATES 16.06.26
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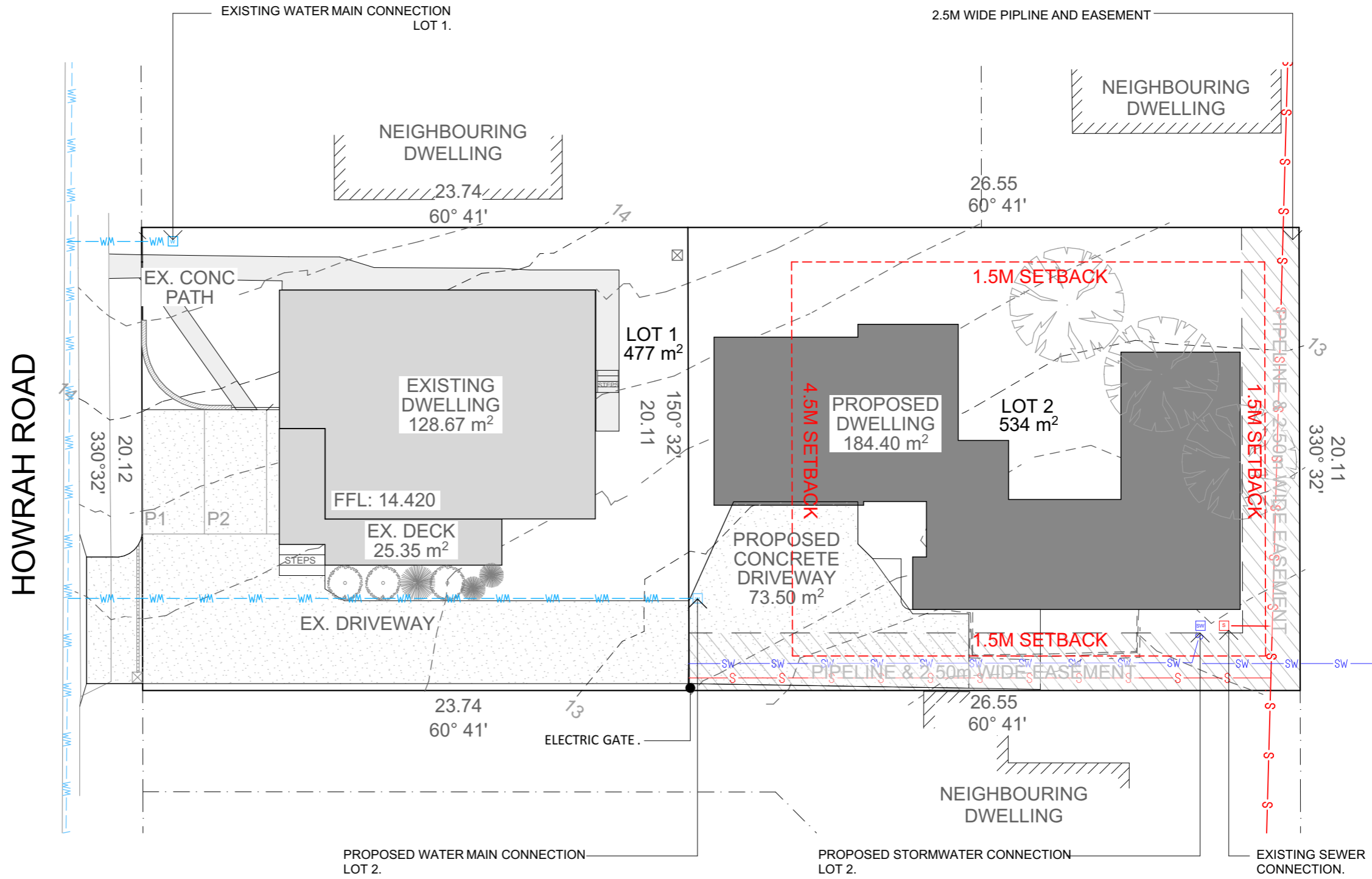
**A.02**  
 SITE ANALYSIS

**LEGEND**

- EXISTING BUILDING
- PROPOSED BUILDING
- NEIGHBOURING BUILDING
- NEIGHBOURING BOUNDARY
- EASEMENT
- PROPERTY BOUNDARY
- FENCE
- WATER MAIN
- STORMWATER
- SEWER MAIN
- SET BACK
- CONTOUR

**CODE OVERLAYS**

- AIRPORT OBSTACLE LIMITATION AREA - ENTIRE SITE



**Soil & Water Management Strategies**

Downpipes to be connected into Council stormwater as soon as the roof is installed.

Install AG drain prior to footing excavation.

Excavated material placed up-slope of AG drain. To be removed when building works are complete and used as fill on site for any low points. Install a sediment fence on the downslope side of material.

Construction vehicles to be parked on the street only, to prevent transferring debris onto **100 HOWRAH RD, HOWRAH**

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ADDRESS:  
**100 HOWRAH RD, HOWRAH**

JOB NO:  
**2533**

PROPOSAL  
**NEW DWELLING**  
PROJECT STAGE  
**DA**

DATE  
**16/06/2026**  
SCALE  
**1:200 @ A3**



REV  
1

AMENDMENT  
COUNCIL RFI

DATES  
16.06.26

**A.03**  
SITE PLAN



**LEGEND**

- ◆ New levels
- AC Air Conditioning Unit
- BA Bath
- BS Basin
- SHR Shower
- SK Skylight
- TW Towel rail
- WC Water closet

**FLOOR FINISHES**

- TILE Ceramic Floor Tile- To Owners selection.
- TIM Oak Timber floor.- To Owners selection.
- CARPET CARPET.- To Owners selection.
- ROBE Wardrobes- Typically 2400h x 650d x 600w.



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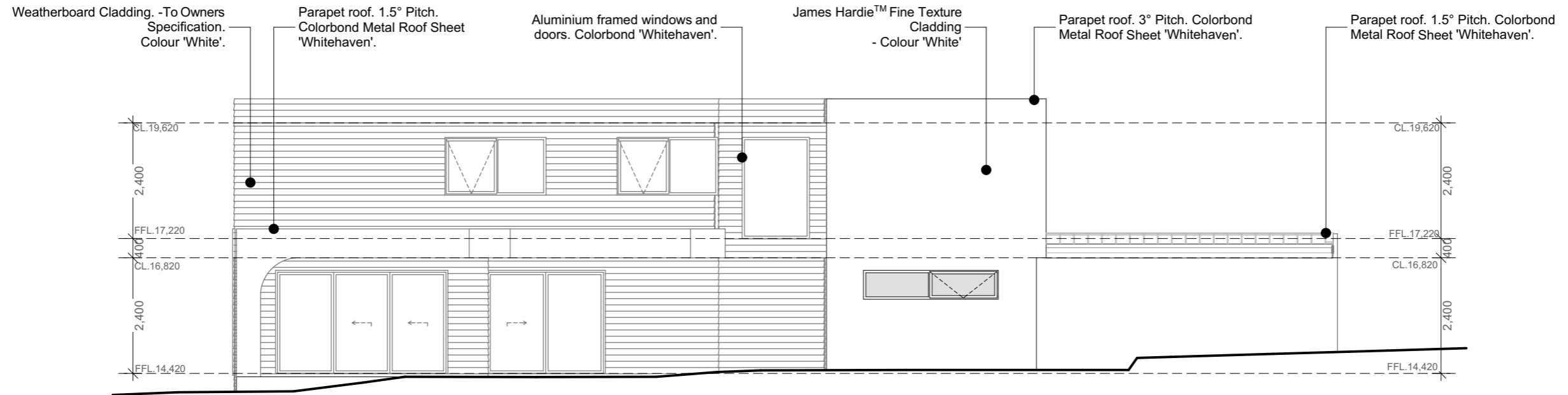
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PROPOSAL  
**NEW DWELLING**  
PROJECT STAGE  
**DA**

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**16/06/2026**  
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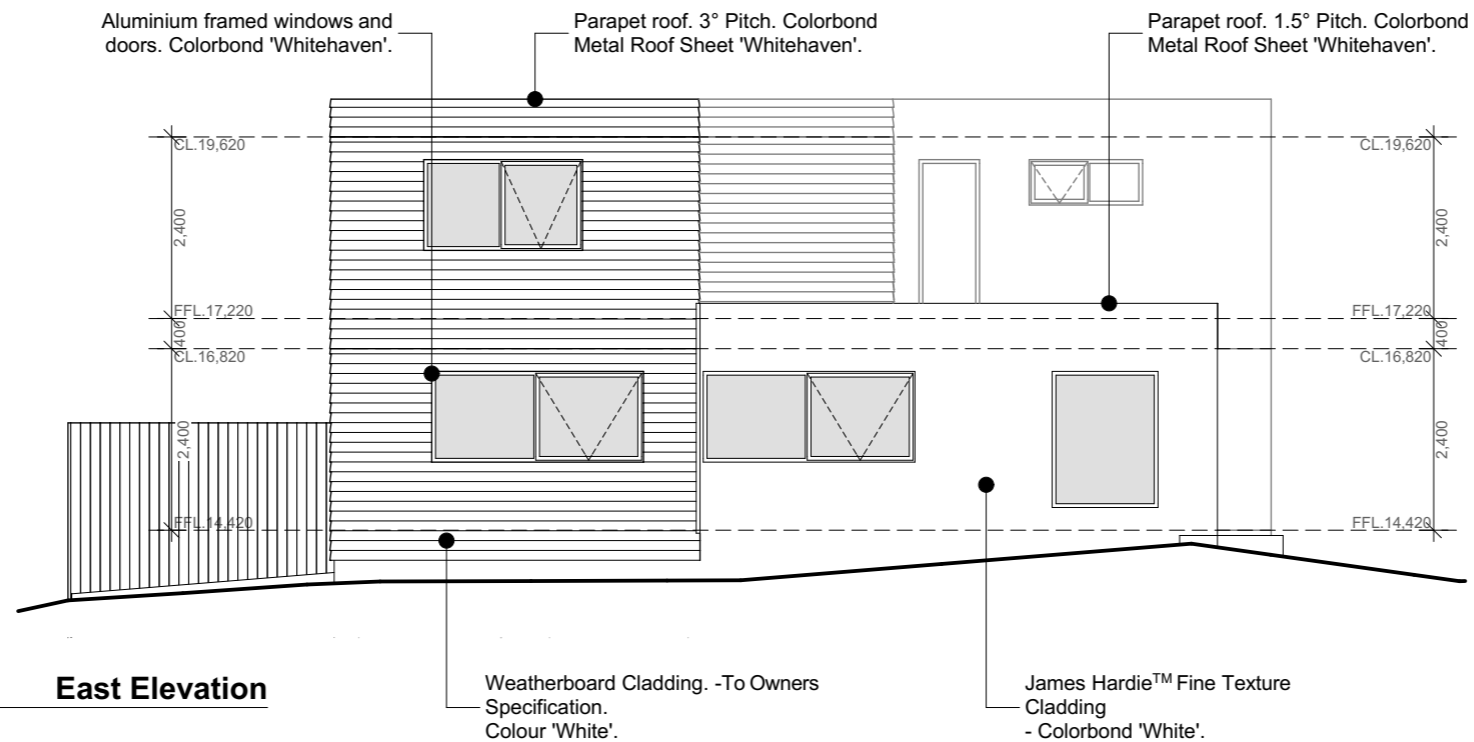


REV	AMENDMENT	DATES
1	COUNCIL RFI	16.06.26

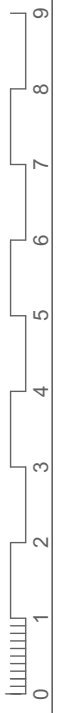
**A.05**  
FIRST FLOOR PLAN -  
PROPOSED



1  
-  
**North Elevation**

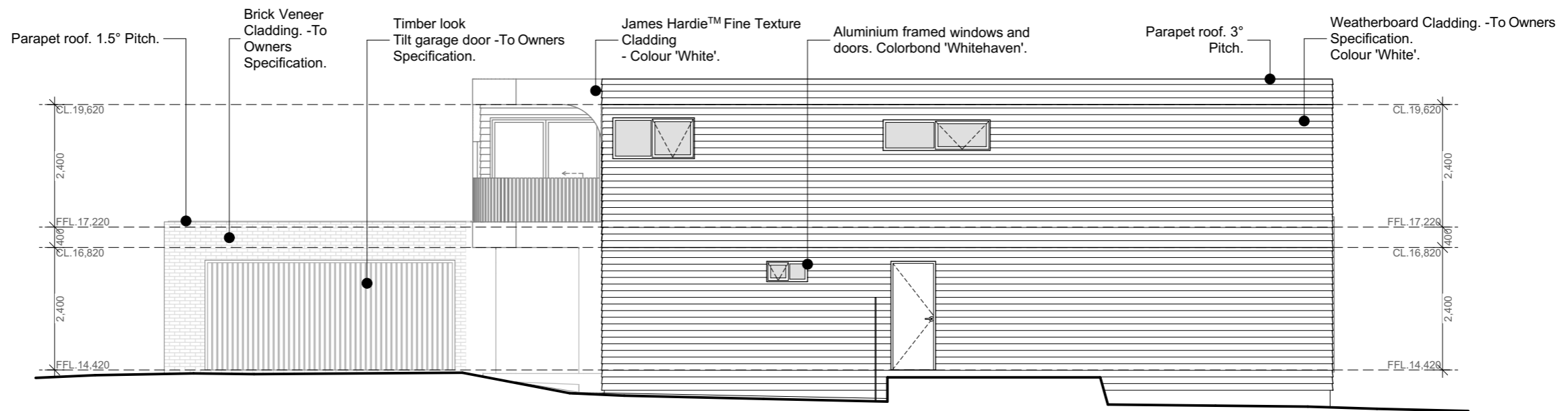


2  
-  
**East Elevation**

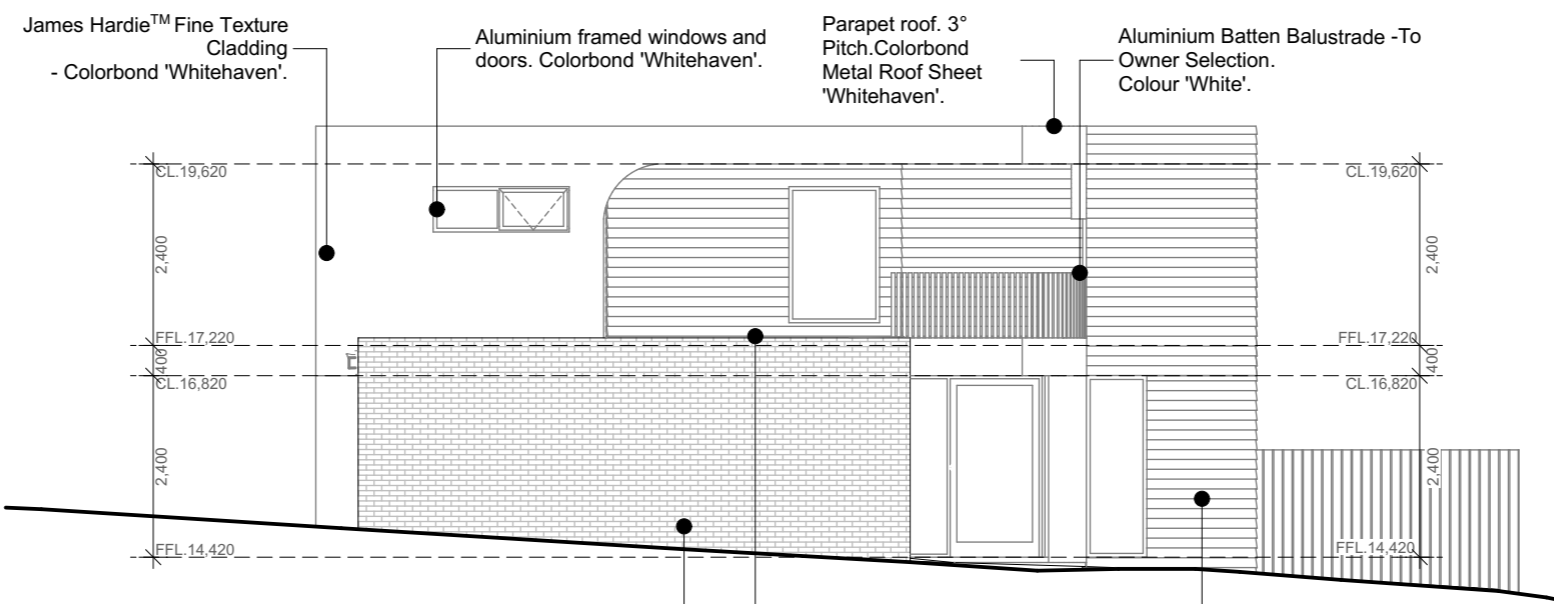


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**3**  
-  
**South Elevation**



**4**  
-  
**West Elevation**



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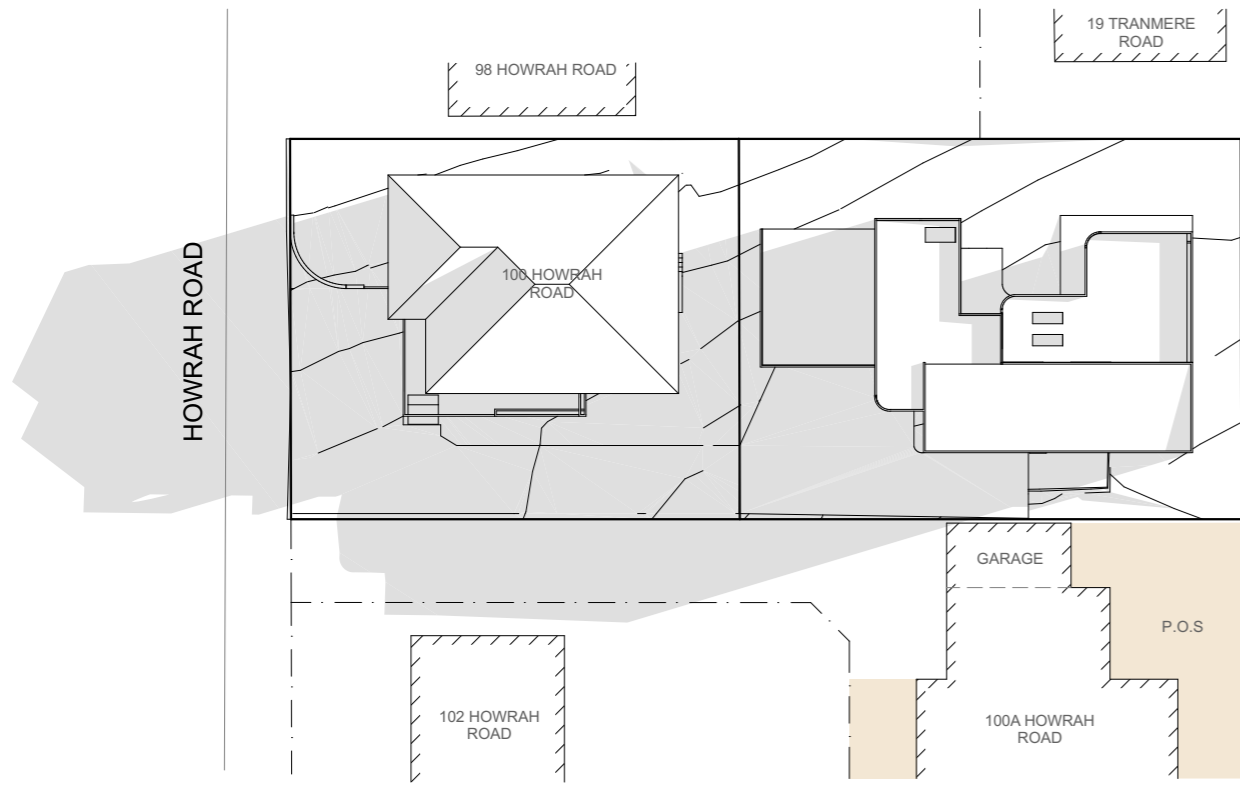
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PROJECT STAGE  
**DA**

DATE  
**16/06/2026**  
SCALE  
**1:100 @ A3**

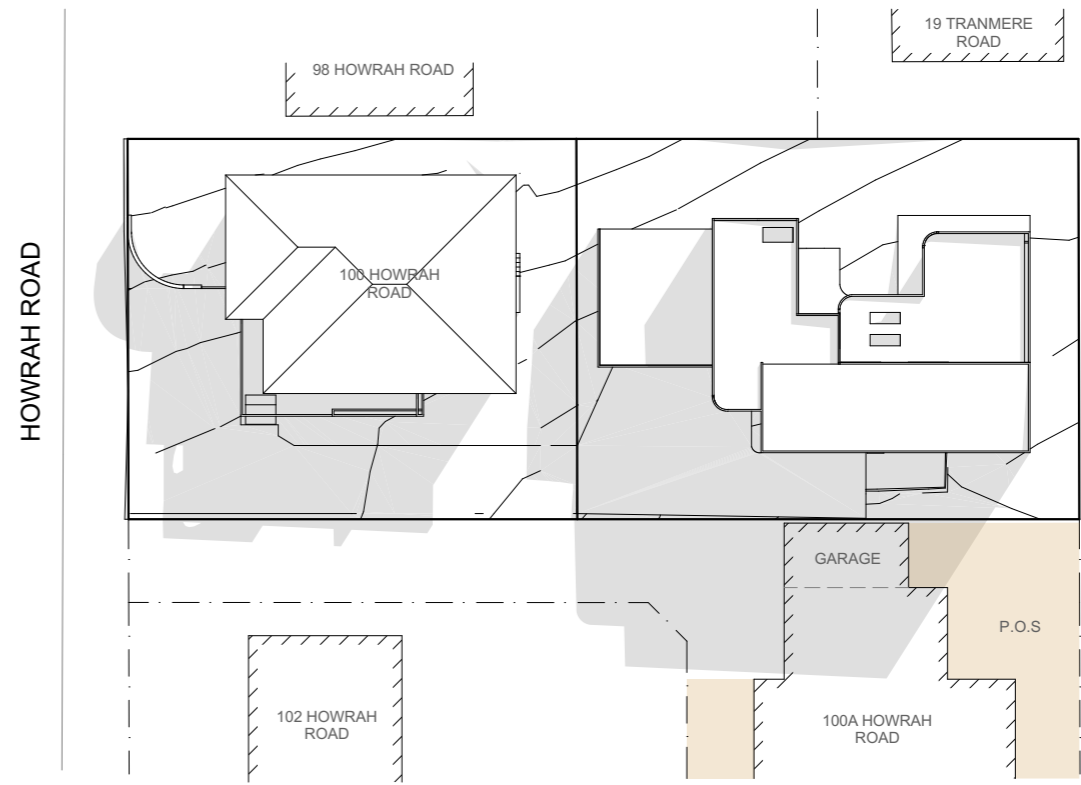


REV 1	AMENDMENT COUNCIL RFI	DATES 16.06.26
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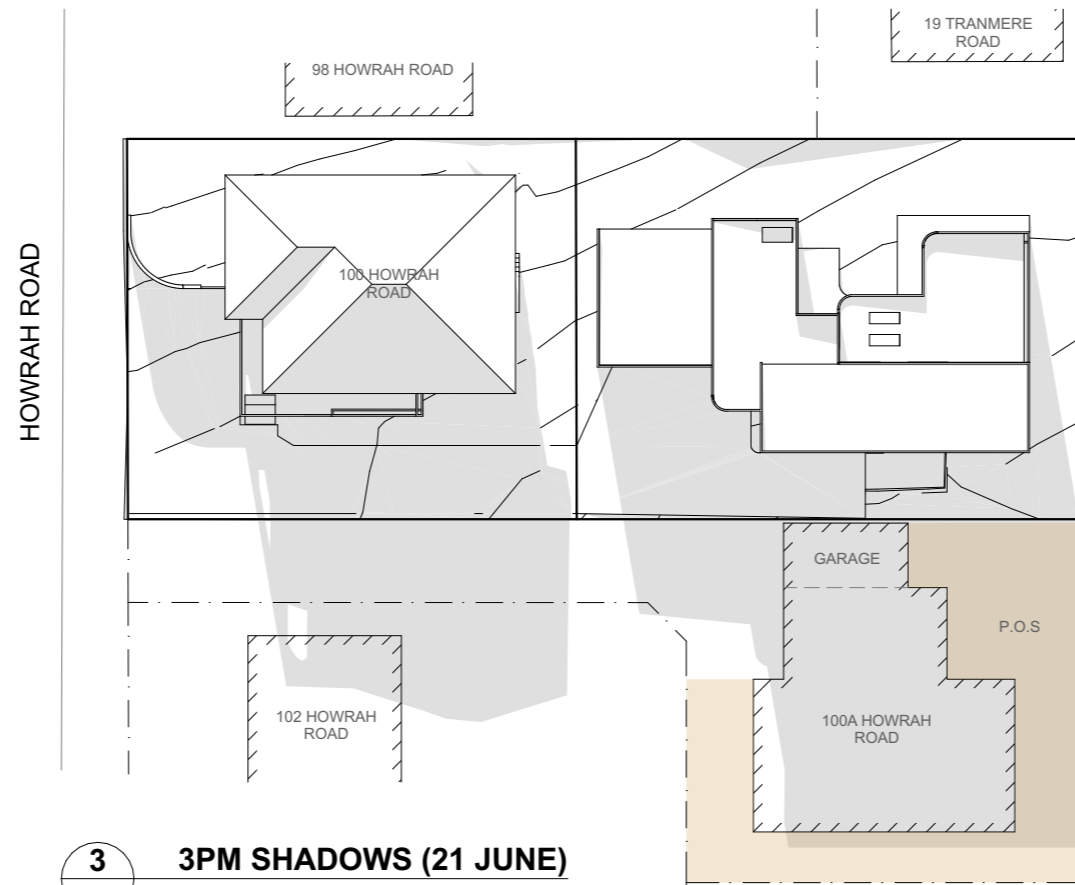
**A.07**  
ELEVATIONS 02



**1** 9AM SHADOWS (21 JUNE)



**2** 12PM SHADOWS (21 JUNE)



**3** 3PM SHADOWS (21 JUNE)



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**DESIGN NOTE:**  
Feature timber soffit lining



ARTIST IMPRESSION ONLY



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PROPOSAL  
**NEW DWELLING**  
PROJECT STAGE  
**DA**

DATE  
**12/05/2026**  
SCALE

REV	AMENDMENT	DATES

**A.08**  
3D VISUALISATION

**DESIGN NOTE:**  
James Hardie fine texture light weight  
cladding, Colourbond 'Whitehaven'.

**DESIGN NOTE:**  
Feature timber soffit lining



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PROPOSAL  
**NEW DWELLING**  
PROJECT STAGE  
**DA**

DATE  
**12/05/2026**  
SCALE

REV	AMENDMENT	DATES

**A.09**  
3D VISUALISATION 02



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PROPOSAL  
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**DA**

DATE  
**12/05/2026**  
SCALE

REV	AMENDMENT	DATES

**A.10**  
3D VISUALISATION 03