
From: Sparky <[REDACTED]>
Sent: Monday, 4 May 2026 7:07 PM
To: TPC Enquiry; CMB G Mail account; Danielle Gray
Subject: Submission — Kingborough LPS Direction 69 [REDACTED] Oyster Cove
Attachments: RLZSNUGSETTLEMENT.PNG; RLZSettlementsnug.PNG; T1_MM 107
Contest_LCZ_Seek_RLZ 2026-5-4.pdf; Part 5 Agreement Conservation-E[REDACTED].pdf;
Collective_Cover_SnugTiers.Falls_communities.docx

REF : title [REDACTED]

With thanks, Mark Mather

WRITTEN SUBMISSION TO THE TASMANIAN PLANNING COMMISSION
Kingborough Local Provisions Schedule — Direction 69 / Ireneinc Report
COLLECTIVE SUBMISSION – SNUG TIERS/FALLS

Locality	Snug Tiers and Snug Falls communities (Snug and Coningham)
Submission type	Collective submission — Direction 69 / Ireneinc Report
Number of titles	70
Lodgement date	
Contact people for this group	Karen Groves, [REDACTED] Tracy Harvey, [REDACTED]; Katie Pickering, [REDACTED]; David Taylor, [REDACTED].

To whom it may concern – Tasmanian Planning Commission,

We are a group of neighbouring landowners in the Snug locality. We have each received a letter from the Tasmanian Planning Commission (TPC) advising that the Ireneinc report has recommended a zone for our property as part of the Kingborough Local Provisions Schedule (LPS). We are lodging this collective submission to present our shared position to the Commission. Our properties share a common settlement character and landscape context, and we believe the same zone outcome is appropriate for all of them, namely the Rural Living Zone.

Please accept the following note that the attached lots are included in the rural living settlements of Snug Tiers and Snug Falls (as mentioned in multiple signed individual letters sent to the TPC) and that the undersigned coordinators are prepared to speak for them as a community in future hearings where a) they have not previously been given a chance to comment on their land nor b) have an individual representation already.

What follows is a summary of the shared characteristics of our properties and the arguments we are presenting collectively, with individual examples in submissions.

SHARED CHARACTERISTICS OF OUR PROPERTIES

Settlement pattern

Our properties form part of an established residential settlements in Snug Tiers and Snug Falls. The pattern of development includes 41 (Snug Tiers) and 29 (Snug Falls) residential lots, most of which contain a dwelling. This settlement has existed in its current form for over 100 years. The properties are aligned with the topography of the hillsides, mostly facing towards the Snug River gully, from original subdivision from large lifestyle or farming lots. Please see maps attached.

Typical lot sizes

Lot sizes in our group range from 0.18 ha to 40 ha, with the majority between 1 and 19ha. These lot sizes are consistent with Rural Living Zone (RLZ) subcategories. Please see attached maps.

Existing uses

The clear majority of the 70 lots in our group contain existing dwellings used as permanent residences, with the remainder either holding existing DAs or having future living intent. Most sites also include hobby farming, grazing, gardens, play equipment for children and outbuildings. None of the properties are used for commercial agriculture or resource extraction.

Landscape and vegetation character

Our properties contain large, cleared areas for living and a variety of bush and vegetation on the remainder. The vegetation on our titles does not include significant native vegetation that would require LCZ to protect it. The landscape character is rural residential. Any vegetation values present are already protected by overlay controls or managed by the Natural Assets Code (NAC).

Overlay controls

The following overlays apply to some or all our properties: Scenic Protection Area (SPA), Priority Vegetation Area (PVA) overlay/ Natural Assets Code (NAC), Landslip/Landslide Hazard Overlay, Waterways and Coastal Hazard Overlay and Bushfire Prone Overlay.

Proximity to existing Rural Living Zone

Several properties at 110, 120, and 128 Snug Tiers Road in our group are within the RLZ transition area recommended by Ireneinc for Snug/Coningham and our properties are indistinguishable from those in character. Other lots are adjacent to RLZ zoned parcels at 59, 69 and 80 Palmers Road.

SHARED ARGUMENTS

The following arguments apply to all properties listed. They are presented here as shared arguments so that the Commission can consider them once, rather than across multiple individual submissions. Each title's individual submission builds on these shared arguments with property-specific evidence.

Our properties satisfy the Zone Guidelines for the zone we are seeking

Zone Guideline RLZ 1(a) provides that the RLZ should be applied to residential areas with larger lots where the existing and intended use is a mix between residential and lower-order rural activities (such as hobby farming), and where priority is given to residential amenity.

Zone Guideline RLZ 2(b) further provides that the RLZ may be applied to land within the Environmental Living Zone (ELZ) in an interim planning scheme where the primary strategic intention is for residential use and development within a rural setting, and a similar minimum lot size is applied.

Our lands satisfy both criteria. The shared characteristics demonstrate that our lots have an established residential settlement pattern, lots of a size consistent with RLZ subcategories, and a primary use and intention that is residential.

Applying different zones to our properties would create harmful fragmentation

The Ireneinc report itself identifies avoidance of fragmented zone application as a key principle. Our properties form a coherent, contiguous group. If some of our properties receive a different zone outcome from others or are divided into multiple split zonings — the result will be a fragmented and inconsistent zone pattern. This would be contrary to the Zone Guidelines, which require that the spatial application of zones be, as far as practicable, consistent and coordinated across the LPS.

Comparable localities support the same outcome for our properties

The Tasmanian Planning Commission is required under section 34(2)(g) of the Land Use Planning and Approvals Act 1993 (LUPAA) to ensure that the spatial application of zones is, as far as practicable, consistent and coordinated. This means the Commission must consider whether our locality has been treated the same way as localities with similar characteristics elsewhere in Kingborough.

Ireneinc recommended RLZ for 110, 120, 128 and 2274 Snug Tiers Road and 59, 69 and 80 Palmers Road, and that recommendation was not challenged at the Day 2 hearing. There is no clear basis for treating our locality differently. We request that the Commission apply the same reasoning here.

The Ireneinc evaluation framework is a tool, not a legal rule

Kate Heckelmann of Ireneinc confirmed at the Day 2 TPC hearing [05:53:00] that the evaluation framework used to produce the zone recommendations is a tool, not a statutory instrument. It is not the legal test the Commission must apply. The legal test is the LPS criteria set out in section 34 of LUPAA, which include compliance with the Zone Guidelines (Guideline No. 1). The Commission is not bound by the Ireneinc framework or its outputs.

We submit that if the Commission applies the Zone Guidelines directly to the shared characteristics of our properties, it will find that RLZ is the appropriate zone. Any departure from the Ireneinc recommendation in our favour is well within the Commission's proper exercise of its statutory role.

The Commission decides on its own assessment, not on Council's position

Chair Nick Heath confirmed at the Day 2 hearing [06:45:48] that the Commission will decide this matter based on the LPS criteria set out in section 34 of LUPAA. He explicitly noted that Council's position — including its 16 March 2026 resolution favouring the 'least restrictive alternative' — is not binding on the Commission. The Commission will reach its own independent assessment based on the evidence before it, including the evidence in this submission and in each of our individual submissions.

RELEVANT COMMENTS FROM THE HEARING

As confirmed at the TPC review hearing on 14/4/26, "LCZ is not for managing vegetation—that is the role of the Natural Assets Code", which applies to all properties. Irenelnc in their report stated that for properties in our area **proposed RLZ**, overlays will likely (and logically) protect the natural values they identify.

WHAT WE ARE ASKING THE COMMISSION TO DO

We collectively request that the Commission:

- Determine that the draft Kingborough LPS should be modified to include each of the properties listed in within the Rural Living Zone (RLZ), rather than the Landscape Conservation Zone (LCZ) or other zone currently proposed for those properties.
- Have regard to the shared characteristics and shared arguments set out in this collective submission when assessing each of our individual submissions.
- Organise the hearing for our locality so that our group can present collectively as well as individually, as Chair Heath invited at the Day 2 hearing [06:55:53].

Each signatory below confirms that:

- This submission has been prepared to support individual formal written submissions to the Tasmanian Planning Commission in relation to the Kingborough Local Provisions Schedule (Direction 69).
- The information in this submission is, to the best of our knowledge, accurate.
- We are the representatives or coordinators of the locality submissions identified on this document
- I have also lodged, or will lodge by the deadline, a separate individual submission addressing my specific property.

Signatory 1 Full name: Mrs Karen Groves (ratepayer) Address: [REDACTED], Snug Tiers Title Ref: [REDACTED] and CT [REDACTED]	Signature: [REDACTED] Date: 1/5/26
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Signatory 2 Full name: Tracy Harvey Address: [REDACTED], Snug Tiers Title Ref: PID [REDACTED] and CT [REDACTED]	Signature: Date:
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Signatory 3 Full name: Katie Pickering Address: [REDACTED], Snug Falls Title Ref: PID [REDACTED] and CT [REDACTED]	Signature: [REDACTED] Date: 1/5/26
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Signatory 4 Full name: David Taylor Address: [REDACTED], Snug Tiers Title Ref: PID [REDACTED] and CT [REDACTED]	Signature: Date:
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TITLES INCLUDED IN OUR COMMUNITY

Settlement	Property address	size (hectares)	PID	CT
RLZ applied	110 Snug Tiers Road	1.77	2553354	141595/3
RLZ applied	120 Snug Tiers Road	1.54	2553346	141595/2
RLZ partly applied	128 Snug Tiers Road	10.23	2553338	142719/1
Snug Tiers	166 Snug Tiers Road	17.01	2971900	149529/1
Snug Tiers	195 Snug Tiers Road	2.78	7754032	43030/1
Snug Tiers	281 Snug Tiers Road	2.08	7663958	29344/4
Snug Tiers	285 Snug Tiers Road	7.71	3134901	161883/1
Snug Tiers	307 Snug Tiers Road	3.27	1969200	133409/1
Snug Tiers	315 Snug Tiers Road	5.96	3343914	133409/1
Snug Tiers	365 Snug Tiers Road	8.05	3343906	133409/2
Snug Tiers	375 Snug Tiers Road	2	5793863	9978/1
Snug Tiers	390 Snug Tiers Road	6.7	9010354	204216/1
Snug Tiers	400 Snug Tiers Road	20.7	7373192	244509/1
Snug Tiers	440 Snug Tiers Road	5.72	5793900	109784/3
Snug Tiers	449 Snug Tiers Road	5.95	7517643	109784/1
Snug Tiers	470 Snug Tiers Road	7.55 0.52	3559141	109252/1 24677/1
Snug Tiers	508 Snug Tiers Road	6.28	7496192	252540/1
Snug Tiers	510 Snug Tiers Road	16.43	7496205	33264/1
Snug Tiers	511 Snug Tiers Road	8.85	3417186	109253/1
Snug Tiers	512 Snug Tiers Road	29.89	7496184	33799/1
Snug Tiers	540 Snug Tiers Road	9.84 10.89	7275234	203184/1 212530/1
Snug Tiers	18 McQueens Road	3.31	2718569	147255/1
Snug Tiers	25 McQueens Road	4.54	7136939	21294/1

Settlement	Property address	size (hectares)	PID	CT
Snug Tiers	28 McQueens Road	14.26	2718577	147255/2
Snug Tiers	37 McQueens Road	1.83	5793986	71709/1
Snug Tiers	39 McQueens Road	6.43	5794006	68888/1
Snug Tiers	61 McQueens Road	3.91	5793994	57388/1
Snug Tiers	77 McQueens Road	2.88	5794014	220852/1
Snug Tiers	80 McQueens Road	13.1	5794022	217146/1
Snug Tiers	P 915 McQueens Road	16.18	5793847	238002/1
Snug Tiers	4 Sproules Road	2	3371552	169008/1
Snug Tiers	10 Sproules Road	17.91	3371560	169008/2
Snug Tiers	17 Sproules Road	0.18 1.96 1.85	7847036	50032/2 105088/2 105087/1
Snug Tiers	28 Sproules Road	7.62	2613062	139424/1
Snug Tiers	Lot 1/33 Sproules Road	0.45	9001239	28791/2
Snug Tiers	33 Sproules Road	3.48	9001238	28791/1
Snug Tiers	36 Sproules Road	1.17	2666201	139429/1
Snug Tiers	49 Sproules Road	3.77	7808627	29344/3
Snug Tiers	52 Sproules Road	0.67	2854819	151056/1
Snug Tiers	69 Sproules Road	8.05	7808643	29280/1
Snug Tiers	Lot 1/70 Sproules Road	23.54	3558635	139428/1
Snug Tiers	70 Sproules Road	19.74	3558659	174356/2
Snug Tiers	76 Sproules Road	4.98	9010355	239172/1
Snug Falls	35 Snug Falls Road	0.96	3248319	166263/1
Snug Falls	57 Snug Falls Road	10.77	5793441	112014/1
Snug Falls	130 Snug Falls Road	11.73	7449900	26744/5

Settlement	Property address	size (hectares)	PID	CT
Snug Falls	230 Snug Falls Road	28.19	5793484	213043/1
Snug Falls	330 Snug Falls Road	8.77 10.11	9920048	175636/1 244845/1
Snug Falls	345 Snug Falls Road	40.76	2186902	48505/2
Snug Falls	350 Snug Falls Road	6.58	7883248	102359/1
Snug Falls	350 Snug Falls Road	20.41	7883248	233927/1
Snug Falls	359 Snug Falls Road	2.26	2810840	152344/1
Snug Falls	376 Snug Falls Road	6.61	9482043	185894/1
Snug Falls	403 Snug Falls Road	29.19	2869156	220339/1
Snug Falls	461 Snug Falls Road	31.31	5793556	106760/2
Snug Falls	501 Snug Falls Road	35.65	9407757	106760/1
Snug Falls	501 Snug Falls Road	36.81	9407757	232753/1
Snug Falls	Lot 3 Snug Falls Road	38.02	2186910	48505/3
Snug Falls	P 905 Snug Falls Road	15.17ha	5793564	245452/1
Snug Falls	43 O'Briens Road	12.8	7449919	53349/3
Snug Falls	101 O'Briens Road	39.51	7647704	207212/1
Snug Falls	101 O'Briens Road	6.2	7647704	203966/1
Snug Falls	105 O'Briens Road	3.33	7449943	26744/4
Snug Falls	109 O'Briens Road	39.34	5791040	53130/1
Snug Falls	110 O'Briens Road	11.55	7449927	26744/2
Snug Falls	55 Palmers Rd	5.29	3424124	117539/1
Snug Falls	55 Palmers Rd	2.48	3424124	228418/1

Settlement	Property address	size (hectares)	PID	CT
Snug Falls	57 Palmers Rd	0.61	3214418	11651/2
Snug Falls	61 Palmers Rd	18.95	3212930	117538/1
Snug Falls	81 Palmers Rd	5.87	5790064	174276/2
Snug Falls	95 Palmers Rd	4.49	5790080	242053/1
Snug Falls	105 Palmers Rd	8.32	9714042	178431/1
Snug Falls	106 Palmers Road	24	1443743	48505/7
Snug Falls	107 Palmers Road	23.08	9812352	178431/2

WRITTEN SUBMISSION TO THE

TASMANIAN PLANNING COMMISSION

Kingborough Local Provisions Schedule — Direction 69 / Ireneinc Report

To the Tasmanian Planning Commission,

I write in response to the letter dated 2 April 2026 (ref: DOC/26/36829) advising that the Ireneinc report recommends my property remains within the Landscape Conservation Zone (LCZ) under the draft Kingborough Local Provisions Schedule (LPS).

I previously made a representation on the draft LPS. I understand that my representation has not yet been heard and will be heard at a future hearing. I understand that this letter provides me the opportunity to make a further written submission specifically in relation to the Ireneinc recommendations, and that I may speak to this submission when I appear before the Commission.

I take up that opportunity and submit as follows.

PART B — PROPERTY DETAILS

Landowner name(s)	Mark Mather & Lorrell Weltman
Property address	██████████ Oyster Cove, TAS, 7150
Title reference (folio)	██████████
Lot size (approx.)	23 Ha
Locality	Oyster Cove
Current IPS zone	Environmental Living Zone
Draft LPS exhibited zone	LCZ
Ireneinc recommended zone	LCZ
Zone sought in this submission	Rural Living Zone

PART C — STATEMENT OF POSITION

I submit that the application of the Landscape Conservation Zone (LCZ) to my property is not consistent with the requirements of section 34 of the Land Use Planning and Approvals Act 1993 (LUPAA), the Section 8A Guideline No. 1 — Local Provisions Schedule: Zone and Code Application (the Zone Guidelines), or the Southern Tasmania Regional Land Use Strategy (STRLUS).

FURTHERMORE

Section 12(1) of the *Land Use Planning and Approvals Act 1993* states:

"nothing in a provision of a planning scheme...is to be taken...to prevent the continuance of the use, of any land...for the purposes for which the land was being lawfully used immediately before the provision came into effect"

Abrogation of our rights by Kingborough Council began well before LUPAA 1993 and continued unabated through KIPS 2000 and 2015 and with the current LPS.

I request that the Commission determines that the Rural Living Zone (RLZ) is the appropriate zone for my property under the draft Kingborough LPS, and that the Commission respects and fully protects our continuing use rights under Tasmanian Law.

The specific subcategory I seek is:

- Rural Living Zone D (minimum lot size 10 ha) — appropriate where lot sizes sometimes exceed 10 ha and no further subdivision is intended or in fact permitted.

AND NOTE Agreement E199607 on the title preventing subdivision and applying a defined conservation area, making the imposition of an LCZ superfluous, unnecessary and excessively controlling as well as further damaging our existing use rights.

PART D — GROUNDS FOR THIS SUBMISSION

D1 — The LCZ does not comply with the Zone Guidelines (Guideline No. 1 / s.34 LUPAA)

The Commission is required by section 35L(2) of LUPAA to assess whether the LPS meets the LPS criteria, which includes compliance with the Zone Guidelines. The Commission confirmed at the Day 20 hearing that it will decide on the basis of the LPS criteria set out in section 34 of LUPAA and explicitly noted that Council's position — including its 16 March 2026 resolution favouring the 'least restrictive alternative' — is not binding on the Commission [Transcript, Day 20, 06:45:48]. I submit that the application of LCZ to my property does not comply with the Zone Guidelines as demonstrated below.

D1.1 — The Zone Guidelines prohibit LCZ where priority is residential (LCZ 4(a))

Zone Guideline LCZ 4(a) provides that the LCZ should NOT be applied to land where the priority is for residential use and development, instead indicating that the RLZ should be referred to. The Zone Guidelines further note explicitly that 'the LCZ is not a large lot residential zone, in areas characterised by native vegetation cover and other landscape values.'

My property has been used for residential purposes throughout the period it has been zoned Rural under KIPS 2000 then Environmental Living Zone (ELZ) under the Kingborough Interim Planning Scheme 2015 and residential use is unbroken for over 100 years prior. During **our 40 year tenure**, the primary use and strategic intention of the land is and has always been residential.

In fact the primary use and strategic intention of the land is and has always been residential since settlement by non- Indigenous people in the late 1800's.

Evidence of our residential primary use and strategic intention of our own and surrounding land.

Forty Years living on 3 properties on [REDACTED], Oyster Cove.

This is a statement of facts which can and will be supported by numerous residents of our locality, Oyster Cove and Snug Falls Rd.

Made by : Mark Mather and Lorrell Weltman, [REDACTED], Title [REDACTED], previously owners of [REDACTED]

And Lorrell Weltman as part-owner of [REDACTED], Title [REDACTED]

We assert the following and

Strongly object to LCZ and request RLZ for the multiple reasons given in this document.

Mark and Lorrell owned [REDACTED], and lived here for over 35 years. Their two children were born on the property.

We acknowledge the already rich history of rural settlement in our area, some evidence of which is contained in various local museums and other repositories.

We have had the privilege of hearing several verbal accounts in person directly from Mrs Nancy Smith, now deceased, former resident of [REDACTED] until she was over 90 years of age.

Nancy related many stories of her life on Palmers Rd that began as a young child during the first world war.

Well before she was a teenager she would walk the steep 4 km stock track from her home and through our 3 properties and others, to the top of Snug Falls Rd to pick small fruit augmenting her family's income, 6 days a week. Out of fruit season there were small holdings with goats and other stock to manage.

Small fruit was widespread in the region having ideal soil for this on the steep terrain. There was a ready market, primarily in the jam and juice factories in Hobart, accessed from Oyster Cove using sailing vessels in the early days. Our blueberries grown at [REDACTED] Rd from 1985 until we left in 2015 are testament to the ideal growing conditions..

Nancy said small fruit was grown on the several properties she walked past daily with each one of them housing a family.

The gentle parallel undulations in the ground are the result of small fruit agriculture and are still clearly visible today.

Nancy remembered the early cottage on [REDACTED] being destroyed in the 1967 fires. It was built in the late 1800's and housed a family growing small fruit and other produce.

The builder of the present lower cottage Bill Tomalin found evidence of footings and human habitation when he built his first cottage there in 1974. He raised 3 children there before moving to Hobart and built the A frame studio in 1978 in order to temporarily house his family from the UK.

Mark and Lorrell built their caretaker's cottage in 1994 beside the A frame.

The entire property was self-reliant for everything except the public road system. Water, waste and power were and still are all managed on site, in fact a steam engine delivered electricity and heating for over 22 years. Grid power was only connected 10 years ago.

We survived 2 bushfires in the late 1990's, by remaining and defending our homes with a well prepared plan and equipment. The second fire was catastrophic, destroying many homes between Margate and the Channel Highway. Our property and everything within a 10 km radius was reduced to blackened tree trunks. There was nothing else, just stones. Only 10m each side of the creek bed on our properties remained un-burnt providing a haven for wildlife to recover.

Our small fruit, however, remained prolific and enabled us to exchange for produce with our neighbours and at markets.

The land was heavily logged from the early 1900's (if not earlier) and a stone tramway remains as evidence of the tenacity involved hauling huge logs from the inhospitable steep valley floor.

We don't condone this activity but acknowledge the hardiness of those making a living from what's around them. Thankfully some large trees remain having regrown after logging and having survived at least two major fires.

This is in stark contrast to the local and state government sanctioned wholesale destruction of our immensely valuable southern forests. Adding insult to injury, that Forestry activity ran at a massive financial loss for which state taxpayers are still bearing the burden.

The extensive ridgetop that numerous properties share is wide and flat. You could, for example, build a house in most places along that elevated plateau and not see it from any public roads, if that is the deeply flawed intention of the LCZ.

It is our intention to build another house or two, if possible, for our children. Yes, the housing crisis is definitely affecting even very motivated, hard-working 30 year olds who are unable to finance a house purchase.

So please do not underestimate our determination to ensure that their future is secure and independent on our family property. They will be an asset to the region, they just need somewhere to raise their families to make that happen.

If you want genuine, sustainable land management, ask the local residents who are passionate and invested in numerous ways in preserving their environment. Locking us out with the LCZ or RZ is not acceptable.

Cohesive and coordinated action by local residents during the wildfires saved lives and many properties with a concerted effort planning and executing these plans on the days of the fires.

This is a highly motivated and functional community occupying over 60 titles of land with residences.

D1.2 — The LCZ is not a replacement zone for the ELZ (Zone Guidelines note)

The Zone Guidelines state expressly: 'The LCZ is not a replacement zone for the ELZ in interim planning schemes. There are key policy differences between the two zones.' The TPC itself noted this in its post-lodgement correspondence with Council, observing that the LCZ 'appears to have been used quite extensively to replace the ELZ' and that 'application of the LCZ could signify a shift in council policy or strategy, which generally ought to be comprehensively justified.'

No such comprehensive, site-specific justification has been provided for my property. The Ireneinc report applies the LCZ to my property on the basis of generalised locality-level landscape values, not on the basis of demonstrated landscape values specific to my title.

The Ireneinc Locality Report for [locality] does not identify any specific landscape values on my title. The landscape value assessment is made at locality level without reference to the characteristics of my individual property.

The existence of the ELZ does NOT signify our acceptance of it. It was applied entirely without any consultation with the community, by Kingborough Council and it clearly also breaches our rights to residence under the previous schemes.

D1.3 — The RLZ is the appropriate zone under the Zone Guidelines (RLZ 1 and RLZ 2(b))

Zone Guideline RLZ 1(a) provides that the RLZ should be applied to residential areas with larger lots where the existing and intended use is a mix between residential and lower order rural activities, with priority given to the protection of residential amenity. This description accurately characterises my property.

Zone Guideline RLZ 2(b) further provides that the RLZ may be applied to land within the ELZ in an interim planning scheme where the primary strategic intention is for residential use and development within a rural setting and a similar minimum allowable lot size is being applied. My property satisfies both elements of this criterion.

D2 — The Ireneinc evaluation framework, applied correctly to my property, supports RLZ

The Ireneinc report applies an evaluation pathway (decision tree) to determine the appropriate zone. The Commission was told at Day 20 of the hearing that this framework is not a statutory instrument — it is a tool, not a rule [Kate Heckelmann, Transcript Day 20, 05:53:00]. Representations can depart from it with good evidence. However, I submit that even applying the framework as intended, my property satisfies the criteria for RLZ rather than LCZ.

D2.1 — My property has a strategic residential intention

The first decision point in the Ireneinc evaluation pathway asks whether there is a strategic intention for residential use. The report identifies visual evidence of existing residential use and known strategic intention as the relevant indicators. My property clearly satisfies this criterion.

Our locality has a demonstrated residential use spanning over 100 years, supported by historical records, witness accounts and our own residential occupation.

Our own properties ([REDACTED]) have, as previously stated, been continuously occupied by our family for over 55 years.

Our current residential property #107 has the original residential cabin (c1950), residence and storage sheds, recreational areas and gardens both food and ornamental.

D2.2 — My property has the characteristics of a rural living settlement

The Ireneinc framework identifies rural living settlement characteristics as: at least 10 smaller blocks generally ranging in size between 1–15 ha with a consistent lot pattern; a consistent pattern of detached dwellings with associated outbuildings; and visual evidence of rural activities (cleared areas, hobby farming, grazing etc.). The Ireneinc report's own locality baseline confirms that the broader settlement in which my property sits displays these characteristics.

My property is situated within a cluster of over 60 properties along [REDACTED] and [REDACTED] each with lot sizes ranging from approximately 2 ha to 28 ha. The settlement pattern is consistent and has been established since 1930. Neighbouring properties contain detached dwellings with associated rural activities including hobby farming / grazing / orchards / etc.

D2.3 — The identified landscape values can be managed outside of LCZ

The Ireneinc evaluation framework requires consideration of whether identified landscape values can be appropriately managed outside of LCZ, specifically through the Natural Assets Code (NAC), the Scenic Protection Code (SPC), or a Specific Area Plan (SAP). The Commission itself accepted this argument in relation to Kettering West at Day 20, where the panel effectively found that the Priority Vegetation Area (PVA) overlay does the landscape-protection work, not the zone [Transcript, Day 20, 02:33:54].

My property is within a Scenic Protection Area (SPA). It is subject to the NAC / PVA overlay. These overlay controls provide adequate management of any landscape values present, without the need for the more restrictive LCZ.'

Landscape values have never been defined or established for this region comprising rural residential occupation and land use.

D2.4 — The RLZ subcategory provides for limited or no further subdivision

The Ireneinc framework identifies as a key RLZ suitability indicator that the transition 'would result in limited/no further subdivision' and that 'a similar minimum allowable lot size is being applied.' Applying RLZ D to my property achieves this outcome, as the existing lot is prevented from subdivision physically by the topography being mostly very steep and with no access to a public road, AND title is bound by agreement E199607 which forbids subdivision.

D3 — The TPC panel's own statements support RLZ for properties like mine

The following exchanges from the Day 19 and Day 20 TPC hearings directly support the argument that the RLZ is more appropriate than the LCZ for my property. These statements were made by TPC Commissioners and are on the public record.

D3.1 — The evaluation framework is not a statutory instrument

Kate Heckelmann (Ireneinc) conceded at Day 20 [05:53:00] that the evaluation framework is not a statutory instrument — it is a tool, not a rule. The Commission is not bound by its application in any individual case and must assess my property against the statutory criteria in section 34 of LUPAA and the Zone Guidelines.

D3.2 — Risk ratings are judgement calls, not defined thresholds

At Day 20, the low/medium/high risk ratings applied by Ireneinc to LCZ recommendations were described as judgement calls, not defined thresholds. Ireneinc's position was that these ratings are a rule of thumb only [Day 20 guide]. The Commission has not yet determined what weight to give these ratings. Where the risk rating applied to my locality is medium or high, this is not a determinative finding — it is an assessment that can be challenged with site-specific evidence.

The Ireneinc report rates the transition of land in Oyster Cove to RLZ as a risk.

RLZ is not a transition to anything. This has been the land use pattern for well over 100 years.

Our existing land use rights have been consistently violated by Kingborough Council over the decades it has been controlling this area. Planning schemes have come and gone usually with no involvement of residents and no right of reply. Natural justice for land owners has been repeatedly ignored.

D3.3 — Visible rural activity is not required for RLZ

The TPC panel confirmed at Day 20 that visible rural activity is not a prerequisite for RLZ. This was applied consistently across multiple localities including Howden, Albion Heights, and Kingston West [Day 20 guide]. Properties need not demonstrate active farming or grazing to satisfy the RLZ criteria — residential use in a rural setting is sufficient.

D3.4 — Analogy to accepted RLZ localities

The Ireneinc report recommended full ELZ to RLZ transitions for a number of localities, including Kettering East and Oyster Cove, Howden and Blackmans Bay, Albion Heights, and Tinderbox West. No questions were asked about these recommendations at the hearing, though this does not indicate acceptance by the Commission. The characteristics of those localities — established residential settlement, varying size lots, mixed residential and rural activities, no evidence of significant landscape values requiring LCZ protection — are shared by my property.

My property in Oyster Cove is directly comparable to properties in Oyster Cove east where RLZ was recommended. Both areas share the following characteristics: lot sizes, settlement pattern, proximity to existing RLZ, absence of significant landscape values. There is no principled basis on which to treat my property differently.

D4 — Consistency and fragmentation arguments

D4.1 — Fragmented LCZ application should be resolved in favour of the surrounding zone

The Ireneinc report itself identifies avoidance of fragmented LCZ application as a key principle. The report notes that areas where only 2–3 LCZ-zoned properties are surrounded by Rural Zone (RZ) or RLZ land should be modified to resolve the fragmentation. Where my property is located within or adjacent to an area predominantly zoned RLZ or RZ, the application of LCZ creates exactly the kind of spot-zoning that the Ireneinc framework seeks to avoid.

D4.2 — Inconsistency with adjoining or comparable properties

The Zone Guidelines require that the spatial application of zones be, as far as practicable, consistent with and coordinated across the LPS. Where neighbouring properties with substantially similar characteristics have been recommended for RLZ, the application of LCZ to my property is inconsistent and not supported by evidence of any material difference.

D5 — Council's approach has been historically inconsistent

The Ireneinc LCZ Review report documents a significant evolution — and inconsistency — in Council's approach to the application of the LCZ to ELZ land. At the time the draft LPS was first submitted to the TPC in 2020, approximately 85% of ELZ parcels were proposed for LCZ. The TPC noted that this approach was often inconsistent with the Zone Guidelines and that 'often when assessing particular sites the zone proposed does not seem to match these criteria or those of Guideline No.1.' By the time of public exhibition the proportion had been reduced to approximately 75%, with the balance transitioning to RLZ, RZ, and other zones.

This history demonstrates that the initial presumption in favour of LCZ was not well-founded and that the LCZ application has been progressively narrowed as the evidence base has been tested. The Ireneinc report represents a further iteration of this process, but where the evidence specific to my property supports RLZ, the LCZ recommendation should not be allowed to stand.

D6 — Any landscape values present can be managed without LCZ

Where landscape values are present on or near my property, I submit that they can be appropriately managed through the application of the relevant overlay controls, without the need for LCZ. The TPC panel acknowledged on Day 20 [02:33:54] that the PVA overlay and SPC do the landscape-protection work in many cases, removing the justification for LCZ in those areas.

Ireneinc itself acknowledged in the LCZ Review report that a future rural living settlement review may reconsider current RLZ decisions, and that any short-term risk is 'not something that's a definitive or a risk that can't be mitigated with future action' [Transcript, 03:06:18]. This acknowledgement of residual risk mitigation further supports the appropriateness of RLZ rather than LCZ for my property.

My property is within the SPA / PVA overlay. These controls prevent activity that may harm a wide range of environmental values. The combined effect of RLZ zoning and these overlay controls is sufficient to manage any landscape values identified in the locality baseline without resort to LCZ.

D7 — Inconsistency in the Ireneinc evaluation framework

15. Kettering West [Channel Region]

Ireneinc outcome: Mixed — Rural Zone (Watsons Road); RLZ (Groombridges Road / central area); LCZ (elevated Saddle Road yellow block). Ireneinc recommendation at Day 20: after TPC acknowledgement that PVA overlay does landscape-protection work, not the zone [02:33:54].

Characteristic	Kettering West (Groombridges Rd) — RLZ — TPC corrected	Kettering East — Full RLZ	Tinderbox East — LCZ retained
Ireneinc landscape value description	Elevated bushland; similar Channel coastal setting to Kettering East; rural living characteristics present in Groombridges cluster	Identical coastal/bushland description — same Channel, same landscape character, same vegetation type	Near-identical elevated bushland and ridgeline description — see Tinderbox section for full quote
Settlement characteristics found	Yes — Groombridges cluster has clear rural living pattern consistent with Kettering East	Yes — clear rural living settlement throughout	Yes — residential settlement along Tinderbox Road; similar pattern
Lot sizes	1–7 ha (Groombridges cluster)	1–10 ha	1–10 ha
SPA coverage	Partial (elevated block only)	Partial	NO — absent on east coast
PVA / NAC overlay	Yes — PVA applies to Groombridges area	Yes	Yes
Risk rating applied	Medium (initially LCZ proposed; TPC corrected)	Medium (full RLZ)	Medium-high (LCZ)
DP6 — codes manage landscape values?	YES — TPC [02:33:54]: 'Priority Vegetation overlay does the landscape-protection work, not the zone' — PVA accepted as sufficient	YES — codes and min lot size; full RLZ	NO — SPA absent; RLZ height allowance creates risk
Key finding / TPC intervention	TPC delegates identified a problem and the consultant agreed to a change — PVA overlay is sufficient; zone does not need to be LCZ to protect landscape values	Recommended by Ireneinc without challenge	TPC challenged but accepted; flagged as weakest LCZ retention
Zone outcome for Kettering West	Mixed — inconsistency now partially corrected by TPC	⚠️ INCONSISTENCY: The TPC's forced correction at [02:33:54] — that the PVA overlay does the landscape-protection work, not the zone — is the most important single statement from Day 20 for LCZ-affected landowners. This principle was NOT applied to Tinderbox East (where PVA is also present), despite near-identical characteristics. The inconsistency in applying the PVA-sufficiency principle selectively remains uncorrected.	

What this means for your submission: If PVA applies to your property, cite the TPC's statement at [02:33:54] directly — 'the Priority Vegetation overlay does the landscape-protection work, not the zone.' Show that PVA applies to your lot and argue that this is equivalent to the protection the TPC found sufficient at Groombridges. This argument applies to any LCZ locality where PVA coverage exists — Tinderbox East, Kingston West, Taroona, and others.

A formal inconsistency analysis shows that the landscape value descriptions, settlement characteristics, lot sizes, SPA coverage, PVA/NAC overlay coverage, and risk ratings applied by Ireneinc to this locality against one or more analogous localities that received a more favourable zone outcome using the same or near-identical evidence.

The analysis draws on the following key statements from the Day 20 TPC hearing:

- Commissioner Rohan Probert [01:07:48]: Directly identified that landscape descriptions for Tinderbox East and Howden are near-identical yet produced opposite zone outcomes, asking Ireneinc to identify the actual difference between those two. This principle applies to the inconsistency documented in Attachment A for this locality.
- Commissioner Dan Ford [02:33:54]: Forced the concession that the PVA overlay does the landscape-protection work, not the zone. This principle applies where PVA overlay is present on my property.
- Kate Heckelmann (Ireneinc) [05:53:00]: The evaluation framework is a tool, not a statutory instrument. Submissions can depart from it with good evidence.

I request that the Commission have regard to the above in assessing this submission, and in particular to the specific comparison rows identified above, which demonstrate that the Ireneinc recommendation for this locality is inconsistent with the outcome produced by the same evaluation framework applied to comparable localities elsewhere in the municipality.

PART F — CONCLUSION AND RELIEF SOUGHT

For the reasons set out above, I submit that:

1. The application of the LCZ to my property is inconsistent with the Zone Guidelines (Guideline No. 1) and does not satisfy the requirements of sections 12 and 34 of LUPAA.
2. The LCZ is prohibited by Zone Guideline LCZ 4(a) where, as here, the priority of the land is residential use.
3. The Rural Living Zone satisfies the criteria in Zone Guidelines RLZ 1(a) and RLZ 2(b) and is the appropriate zone for my property.
4. Any landscape values identified in the locality can be appropriately managed through existing overlay controls without resort to LCZ.

I respectfully request that the Commission:

- Determine that the draft Kingborough LPS should be modified to include my property within the Rural Living Zone D.
- If the Commission proposes any alternative outcome, that I be provided with an opportunity to respond before any final determination is made.

I request that the folio of the Register [REDACTED] at [REDACTED] Oyster Cove, be included within the Rural Living Zone [D] in the Kingborough Local Provisions Schedule.

Signed: _____ Full name: Mark Howard Mather	Date: _____ Contact email / phone:
--	---

LODGEMENT: Email your completed submission to tpc@planning.tas.gov.au with the subject line: 'Submission — Kingborough LPS Direction 69 — [your property address]'. Include your title reference in the body of the email. The deadline is midnight Monday 4 May 2026.

PART G — ACRONYMS / TERMS USED IN THIS SUBMISSION

Acronym/Term	Meaning
ELZ	Environmental Living Zone
Ireneinc report	Review of the LCZ Kingborough (Review of the Methodology and Zone Application and Locality Baseline and Alternative Zone Evaluation)
LCZ	Landscape Conservation Zone
LPS	Draft Kingborough Local Provisions Schedule
LUPAA	Land Use Planning and Approvals Act 1993
NAC	Natural Assets Code
PVA	Priority Vegetation Area
RLZ	Rural Living Zone
SAP	Specific Area Plan
SPA	Scenic Protection Area
SPC	Scenic Protection Code
STRLUS	Southern Tasmania Regional Land Use Strategy
TPC	Tasmanian Planning Commission
Zone Guidelines	Guideline No. 1 — Local Provisions Schedule: Zone and Code Application

TASMANIAN LAND TITLES OFFICE

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

Section 71



E199607

DESCRIPTION OF LAND			
Folio of the Register			
Volume	Folio	Volume	Folio

REGISTERED PROPRIETOR:

Mark Howard Mather & Lorrell Linda Weltman

PLANNING AUTHORITY:

I/we Kingborough Council

of 15 Channel Highway, Kingston

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.

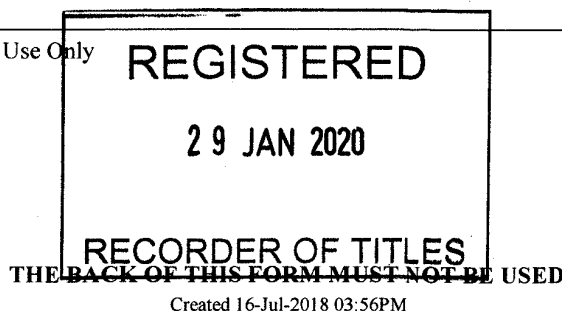
Date: 12/12/2019

Signed: [Redacted]
(on behalf of the Planning Authority)

KINGBOROUGH COUNCIL
GENERAL MANAGER

Land Titles Office Use Only

LUA
Version 1 (TOLD)



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General Manager, Kingborough Council
Vol. [REDACTED]

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

This **Agreement** is made on the *12th* day of *October* 2019

BETWEEN: Mark Howard Mather and Lorrel Linda Weltman,
of [REDACTED] Oyster Cover in Tasmania ("the Owner")

-and-

KINGBOROUGH COUNCIL
of 15 Channel Highway Kingston in Tasmania ("the Council")

TERMS OF AGREEMENT

1. OBJECTIVES

- a) This **Agreement** is entered into pursuant to Part 5 of the *Land Use Planning and Approvals Act 1993*.
- b) The purpose of the **Agreement** is to protect in perpetuity the **Environmental Values** of the **Land** and, in particular, the **Conservation Zone**.
- c) It is the intention of both parties to the **Agreement** that it will have the effect of binding all future owners as well as the current owner of the **Land**. The **Owner's** covenants shall run with the **Land** as if they were covenants to which section 102(2) of the *Land Titles Act 1980* applies.
- d) This **Agreement** is to be registered pursuant to section 78 of the *Land Use Planning and Approvals Act 1993*.

2. LAND

This **Agreement** applies to the **Land**, being:

The whole of the land comprised in Folio of the Register Volume [REDACTED] Folio [REDACTED] & [REDACTED] Folio [REDACTED] and known as [REDACTED] Oyster Cover in the Municipality of Kingborough in Tasmania comprising of a total of 31.5 hectares and shown as Lots 1 & 2 on the subdivision plan.

3. DEFINITIONS AND INTERPRETATIONS

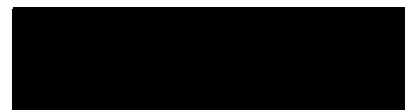
3.1 In this **Agreement** unless the contrary intention appears:

- a) "**Agreement**" means this instrument including any schedules, attachments and annexures;

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

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- b) **"Balance Land"** means that part of the **Land** (if any) that is not within the **"Conservation Zones"**;
- c) **"Building Envelope"** means that part of the land (if any) marked "Building Envelope" on the plan attached hereto as Schedule A;
- d) **"Clearance of Native Vegetation"** means the clearing, cutting, pushing over or otherwise removing of native vegetation or the destruction of native vegetation in any way;
- e) **"Conservation Zones"** means that part of the **Land** marked **"Conservation Zones"** on the plan attached hereto as Schedule A;
- f) **"Council"** means Kingborough Council;
- g) **"Environmental Values"** means all of the natural features of the **Conservation Zones**, including but not limited to landscapes, soils, watercourses, species, habitats, ecological communities and the physical and hydrological processes that support those features; it may also include other values that have been specifically identified by Council (eg view-fields, cultural heritage values);
- h) **"Exotic Species"** means any species not native to the **Land** or its immediate surrounds and includes any genetically modified organisms;
- i) **"Foreign Material"** means any material that is derived from outside the boundaries of the **Land** and includes effluent, rubbish, soil, gravel, mulch and compost;
- j) **"General Manager"** means the General Manager for the time being of Kingborough Council and his or her successors in office;
- k) **"Interference with the Natural Flow of Water"** means any diversion or capture of natural water flows and any addition to the natural water flows, including the construction of dams or drains and irrigation of any kind;
- l) **"Land"** means the land described in Clause 2 of this **Agreement**;
- m) **"Local Provenance"** means plants and plant propagules (seeds and cuttings) which are local in origin, preferably collected from within the local catchment **Zones**;
- n) **"Native Vegetation"** means all plants, plant matter and fungi native to the **Land** or its immediate surrounds, including fallen dead wood and litter;
- o) **"Owner"** means the person or persons named at the beginning of this **Agreement** as "the Owner" and includes any successors or assignees of that person;

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- 3.2 Nothing contained herein should be taken to mean or imply that planning approval or any other approval has been or will be granted for activities which require such approval;
- 3.3 The reference to the harming or taking of any wildlife includes a reference to killing, destroying, hunting, pursuing, and catching, shooting, netting, snaring or injuring that wildlife.

4. GENERAL COVENANTS

In consideration of the **Council** as the relevant planning authority granting the planning permit for the development and/or use of the **Land** under application number DAS-2018-30) the **Owner(s) of Lots 1 & 2** hereby with the **Council** as follows:

- a) All of the native vegetation in the **Conservation Zone of Lots 1 & 2** (as detailed in Schedule A) is to be protected and must be managed by the **Owner** in perpetuity in accordance with this **Agreement** so as to protect and maintain or improve the condition of the **Environmental Values** contained herein, including **Native Vegetation** and habitat for threatened fauna species.
- b) All of the native vegetation in the **Conservation Zones** is to be protected and must be managed by the **Owner(s)** in perpetuity in accordance with this **Agreement** so as to protect and maintain or improve the condition of the **Environmental Values** contained herein, including **Native Vegetation** and habitat for threatened fauna species.
- c) Not to further subdivide the title.
- d) all buildings and works, including the bushfire hazard management areas, access and wastewater disposal must be entirely contained within the Development areas and avoid impacts on native vegetation located within or outside the **Conservation Zones**.

CONSERVATION ZONES

- 4.1 The **Owner(s)** agree in relation to the **Conservation Zones** contained within **Lots 1 & 2**:
- a) to use the best endeavours to ensure that **Exotic Species** that pose a threat to the **Environmental Values** of the **Conservation Zones** do not become established;
 - b) to use the best endeavours to eliminate or control established **Exotic Species** that pose a threat to the **Environmental Values** of the **Conservation Zones**;
 - c) to implement the management prescriptions attached hereto as Schedule C for the ongoing protection of 22.25 hectares listed as the **Conservation Zone in Lot 1** & 6.7 hectares listed as the **Conservation Zone in Lot 2**;

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- d) to observe any fire management recommendations provided by the Tasmanian Fire Service or **Council** and to use the best endeavours to protect the **Conservation Zones** from uncontrolled fire;
 - e) to maintain fences where those fences are necessary to protect the **Environmental Values** of the **Conservation Zones**;
 - f) to use the best endeavours to ensure the **Environmental Values** of the **Conservation Zones** are protected from any external impacts that are under the **Owner's** control;
 - g) when clearing **Native Vegetation** for activities approved under this **Agreement**, to clear by cutting and slashing wherever possible so as to minimise soil disturbance.
 - h) in the event that any of the **Owner's** activities are found to pose a threat to the **Environmental Values** of the **Conservation Zones**, to use the best endeavours to remove the threat and to undertake any rehabilitation that may be necessary; and
- 4.2 The **Owner** agrees in relation to the **Conservation Zones** not to undertake or allow any actions that will damage or degrade the **Environmental Values**, except where necessary for the conduct of specific activities approved by the **Council** under Clause 4.4 or 4.5 of this **Agreement**.
- 4.3 The following actions may damage or degrade the **Environmental Values** and must to be undertaken within the **Conservation Zones**, except where necessary for the conduct of specific activities approved by the **Council** under Clause 4.1 or 4.4 of this **Agreement**:
- a) Clearance of Native Vegetation;
 - b) introduction of Exotic Species;
 - c) planting of any plants;
 - d) use of chemicals (including fertilisers)
 - e) introduction of Foreign Material;
 - f) disturbance of the soil;
 - g) removal of soil, gravel or other mineral resources;
 - h) Interference with the Natural Flow of Water;
 - i) strata title development;
 - j) building or placement of structures;
 - k) construction of roads or tracks;

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- l) removal of dead trees – standing or fallen;
 - m) off-road use of vehicles; and
 - n) harming or taking of wildlife.
- 4.4 The **Council** agrees that the **Owner(s)** may undertake the following activities in the **Conservation Zones**, provided that any necessary approvals from the **Council** have first been obtained and any associated **Clearance of Native Vegetation** is the minimum required for the conduct of the approved activity:
- a) emergency fire-fighting operations, including fire breaks, control lines or “back-burns”;
 - b) construction and maintenance of walking tracks, provided that walking tracks are a maximum of 1.5m wide;
 - c) off-road use of vehicles for emergency or essential management purposes;
 - d) use of registered herbicides or pesticides where necessary for the control of **Exotic Species** that threaten the **Environmental Values** of the **Land**;
 - e) revegetation using **Local Provenance** where necessary to stabilise exposed ground following soil disturbance or erosion;
 - f) introduction of biological control agents which are declared agent organisms under the *Biological Controls Act 1986* for the control of declared target organisms under the *Biological Controls Act 1986*;
 - g) harming or taking of wildlife where authorised by a permit under the *Nature Conservation Act 2002* or the *Wildlife Regulations 1999*;
 - h) if and when required by the Tasmanian Fire Service or the **Council**, **Clearance of Native Vegetation** for fire hazard reduction; and
 - i) use of controlled burns for ecological purposes (eg the maintenance of biodiversity).

BALANCED LAND

- 4.5 The **Owner(s)** agrees in relation to the **Balanced Land** not to undertake the following activities:
- a) introduction of environmental weeds or any other **Exotic Species** that pose a threat to the **Environmental Values** of the **Conservation Zones**;
 - b) harming or taking of wildlife, unless authorised by a permit under the *Nature Conservation Act 2002* or the *Wildlife Regulations 1999*;
 - c) stratum title development;
 - d) the conduct of any other activities of a type or manner that poses a threat to the **Environmental Values** of the **Conservation Zones**.

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- 4.6 In the event that any of the **Owner's** activities on the **Balanced Land** are found to pose a threat to the **Environmental Values** of the **Conservation Zone**, to use best endeavours to remove the threat and undertake any rehabilitation that may be necessary.

5. WAIVER OF RIGHTS TO RECOVERY AND OTHER COMPENSATION

The **Owner(s)** waives all rights to recover damages from the **Council** for any liability to the **Owner(s)** for:

- a) personal injury to, or death of, any person; or
- b) for damage to any of the **Owner's** property or finances, arising from the performance or purported performance of any obligations or activities required or approved under this **Agreement**. This waiver does not operate to release the **Council** from any liability attributed to a wrongful (including negligent) act or omission on part of the **Council**.

6. 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 6(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 mediation concerning the matter in dispute.
- e) If the dispute is not settled under Clause 6(d) or the parties fail to appoint a mediator, the **General Manager** may establish, in an attempt to resolve the dispute, a review committee comprising an independent chairperson and representative of the **Owner** and a representative of the **Council**. This committee will be required to review the dispute and then attempt to resolve the dispute by agreement.
- f) The costs of all mediation under this clause are to be shared equally between the parties.
- g) Each of the parties agrees to use their best endeavours to resolve the dispute through mediation.
- h) If a dispute cannot be settled within thirty (30) days (or such other period as the parties agree) of one party serving a notice of that dispute in accordance with Clause 6(b), the dispute must be determined under the provisions of the *Commercial Arbitration Act 1986*.

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Vol. [REDACTED] & [REDACTED]

7. 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.

8. NOTIFICATION OF CHANGE OF OWNERSHIP

- a) The **Owner(s)** must notify the **Council** in writing of any agreement entered into by the **Owner(s)** to effect any change of ownership or control of the **Land** and that notice must detail the name and address of all parties to the agreement and the nature of the change of ownership or control.
- b) The **Owner(s)** must notify the **Council** in writing of any change of ownership or control of any portion of the **Land** and that notice must detail the name and address of the new owner, lessee or licensee.
- c) The **Owner(s)** must provide a copy of all directions and approvals given by the **Council** under the terms of this **Agreement** to all prospective purchases, lessees or licensees of the **Land**.

9. NOTIFICATION AND COMMUNICATION

- a) The **Owner(s)** and the **Council** must:
 1. advise each of any proposed action which could adversely affect the **Land**; and
 2. respond promptly to all communications from each other relating to this **Agreement**.
- b) The **Owner(s)** must notify the **Council**:
 1. of any event which has or could have a significant adverse impact on the **Environmental Values** of the **Land**;
 2. if the **Owner(s)** intends to alter the use of any part of the **Land**;
- c) The **Council** must notify the **Owner(s)** of any information relating to the **Land** within its knowledge that could adversely affect the use and management of the **Land**.

10. ACCESS

- a) The **Owner(s)** must, having been given reasonable notice by the **General Manager** or servants of the **Council**, allow relevant and identified servants of the **Council** to enter the **Land** at a reasonable time in order to:
 1. inspect the condition of the **Land**;
 2. carry out research relevant to the protection of the **Land**; or.

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Certified copy of original agreement
[Redacted]
General Manager, Kingborough Council
Page 8 of 91
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3. determine whether the conditions of this Agreement have been complied with.
- b) The Owner and the Council must agree on the means of notification for a visit and the length of notice required. The **Owner(s)** may also specify an access route, and the servants of the **Council** must follow that route, except in case of emergency.

11. 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 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:
 1. in the case of hand delivery – when delivered;
 2. if sent by prepaid post – on the third business day after the date of posting;
 3. if sent by facsimile transmission (only if the sending facsimile machine produces a printout of the time, date and uninterrupted transmission record of the sending of the notice) – upon completion of sending if completion is within ordinary business hours in the place where the recipients facsimile machine is located, but if not, then at 9.00 a.m. on the next business day in that place;
 4. if sent by email, when the recipient acknowledges receipt of the email.
- c) A notice or other communication given or made under this **Agreement** is sufficient if:
 1. in the case of **Council**, it is under the hand of the **General Manager** or duly authorised officer of the **Council** or the **Council's** solicitors;
 2. in the case of the **Owner**, it is under the hand of the **Owner** or the **Owner's** solicitors.
- d) A printed or copied signature is insufficient for the purposes of sending any demand, written consent or other communication by facsimile transmission or email.

12. PERFORMANCE AND REVIEW

The **Owner(s)** and the **Council** agree to review the operation of this **Agreement** every five (5) years, or at lesser intervals if circumstances necessitate, including but not limited to discussion of the operation of the **Agreement** and assessment of the level of compliance by both parties.

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13. COSTS

The **Owner(s)** must pay all costs associated with the preparation, execution and registration of this **Agreement**. Each party is to pay its own costs of the future operation of this **Agreement**.

SIGNED SEALED AND DELIVERED

Mark Howard Mather

Lorrell Linda Weltman

in the presence of:

Witness Signature:

Witness Name:

Address:

Occupation:

Rick Franken

Verona

Host 4

THE COMMON SEAL of the Kingborough Council has been hereunto affixed pursuant to a resolution of the said Council passed the *23rd* day of *August 2011* in the presence of us:

Mayor/Councillor:

Council Delegate:



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

Vol. [redacted] Fol. [redacted] & [redacted] Fol. [redacted]

CONSERVATION BOUNDARY COORDINATES
Points

A - P	coincides with title boundary	
Q	E581359	N5228757
R	E518382	N5228684
S	E518372	N5228648
T	E518343	N5228641
U-Z	coincides with title boundary	
AA-DD	coincides with title boundary	
EE	E518400	N5228378
FF	E518387	N5228458
GG	E518388	N5228550

LOT 2 - 23.17 ha
CONSERVATION ZONE - 22.2 ha
(excluding Reserved Roads)

LOT 1 - 8.332 ha
CONSERVATION ZONE - 6.6

PALMERS ROAD

RESERVED ROAD

RESERVED ROAD

Points: (A), (B), (C), (D), (E), (F), (G), (H), (I), (J), (K), (L), (M), (N), (O), (P), (Q), (R), (S), (T), (U), (V), (W), (X), (Y), (Z), (AA), (BB), (CC), (DD), (EE), (FF), (GG), (HH), (II), (JJ), (KK), (LL), (MM), (NN), (OO), (PP), (QQ), (RR), (SS), (TT), (UU), (VV), (WW), (XX), (YY), (ZZ), (AAA), (BBB), (CCC), (DDD), (EEE), (FFF), (GGG), (HHH), (III), (JJJ), (KKK), (LLL), (MMM), (NNN), (OOO), (PPP), (QQQ), (RRR), (SSS), (TTT), (UUU), (VVV), (WWW), (XXX), (YYY), (ZZZ), (AAA), (BBB), (CCC), (DDD), (EEE), (FFF), (GGG), (HHH), (III), (JJJ), (KKK), (LLL), (MMM), (NNN), (OOO), (PPP), (QQQ), (RRR), (SSS), (TTT), (UUU), (VVV), (WWW), (XXX), (YYY), (ZZZ)

V1.0 6/11/2019

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

ANNEXURE PAGE

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Vol. [REDACTED] Fol. [REDACTED] & [REDACTED] Fol. [REDACTED]

SCHEDULE B: MANAGEMENT PRESCRIPTIONS FOR THE CONSERVATION ZONE

For future reference the Part 5 Conservation Zones applicable to [REDACTED] Oyster Cove is defined by Schedule A.

- Prohibit the harvesting or clearance and conversion of native vegetation from within the Part 5 Conservation Zones (Lots 1 & 2) as per definition in KIPS2015 and this Vegetation Management Plan without appropriate approvals from Kingborough Council. *except as provided for under this Agreement and with written approval from Council*
- Prior to commencement of any works, including fencing, implement best practice hygiene protocols to prevent accidental importation of new weed species and *Phytophthora cinnamomi*. Includes including cleaning all machinery and equipment off-site in accordance with *Tasmanian Washdown Guidelines for Weed and Disease Control: Machinery, Vehicles and Equipment (Edition 1, 2004)*;
- If required boundary fencing located in native vegetation must be positioned and constructed manually so as to minimise impacts, particularly native trees greater than 40cm diameter at breast height;
- No livestock, including but not limited to horses, cattle, pigs, sheep, goats, poultry and alpacas, are permitted within the Conservation Zones identified in this Part 5 Agreement;
- Due to viable pasture with expectation livestock will be kept in paddocks adjacent to the Conservation Zones, appropriate stock-proof fencing will be installed to the satisfaction of Council;
- Dead trees must be retained as they offer nesting hollows for birds and animals, especially parrots and owls and provide a vantage perch site for most birds of prey;
- No clearing of undergrowth shrubs.
- Access for fire management activities such as bushfire suppression including for biodiversity regenerating purposes permitted where provided for in Clause 4.4 of this Agreement.

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

V1.0 6/11/2019

THE BACK OF THIS PAGE MUST NOT BE USED



