

Our ref: 21-036
Your ref: -

27 May 2021

Mr Martin Cuthbert
Chief Executive Officer
Shire of Jerramungup
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By email:

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Dear Sir

**Extension of lease -
Request for reconsideration – new lease at Lot 2060 on DP 93262**

- 1 I act for the leaseholders (**lessees**) of Lot 2060 on Deposited Plan 93262, being the whole of the land in Crown Land Record Volume 3126 Folio 772 (**leased area**), located at House Beach in Doubtful Island Bay.
- 2 At the Shire of Jerramungup's Ordinary Council Meeting on 16 December 2020, the Council resolved to not support an extension of the leased area.
- 3 Since that decision was made, the lessees engaged my practice to provide legal advice on some of the matters raised, and have also had an opportunity to reconsider the family's position in light of that advice.

Purpose of letter

- 4 The purpose of this letter is to provide further information, and an alternative proposal, together with a request that in light of that further information, that the Council reconsider its position with respect to a further lease.

Background

- 5 As has been explained previously, the current leaseholders are descendants of the original settler in this area – John Hassell. The lease was granted 40 years ago, in 1981, to allow the current lessees parents / grandparents to construct a replica of the house that originally stood on the land.
- 6 Sensibilities and thinking changes over 40 years, and it is understand that now, there is concern with both the structures in place and what is essentially a private tenure surrounded by Crown land.
- 7 The Shire of Jerramungup Coastal Management Plan 2017-2027 (**CMP**) sets out the concerns and aspirations for the coastal areas of the Shire.
- 8 In respect of House Beach, the concerns appear to be as follows –
- 8.1 Unregulated camping;
 - 8.2 Multiple pedestrian walk trails to the beach, causing erosion;
 - 8.3 Vehicles parking under the peppermint trees, compacting roots and removing the understorey;
 - 8.4 Lack of formalised road access.
 - 8.5 Removal of vegetation for firewood.
- 9 The aspirations for House Beach are to –
- 9.1 Formalise the camping area through professional design and incorporating the leased area into this design;
 - 9.2 Rehabilitate the area;
 - 9.3 Provide camp hosts during busy times to assist with management;
 - 9.4 Upgrade road access (but not until facilities are provided to accommodate the increase in visitations).

Our position

- 10 To be clear, the lessees accept and endorse the aspirations of the Shire as set out in the CMP. Given their long association with this area, the lessees also wish to see House Beach enhanced for the benefit of the community.
- 11 Currently, the lease requires, upon the expiration of the lease, the removal of ‘fixtures, fittings or any other property’.
- 12 For the reasons that follow, it is submitted that the better option would be to allow a further lease to be granted, on the condition that the leased area is surrendered at any

time that Reserve 3272 is proposed to be vested in the Shire of Jerramungup to be managed as a camping or bathing reserve OR is proposed to be amalgamated into the Fitzgerald River National Park.

Preservation of the environment

- 13 The concerns raised relate to unregulated camping, removal of vegetation, compaction of roots and damage of understorey.
- 14 The CMP recognises that because of this, some of the better quality peppermint trees are located on the leased area.
- 15 Maintenance of the lease until such time as a professionally designed camp configuration can be implemented would serve to maintain and preserve this vegetation until such time as camping arrangements are formalised.

Provision of management facilities

- 16 The CMP notes that at busy times, it would be beneficial to provide camp hosts at House Beach, to regulate the way in which camping is to occur.
- 17 Further, the CMP notes the concern regarding the removing of vegetation for the purpose of camp fires.
- 18 Under the current lease, it is necessary for the fixture and fittings on the leased area to be removed. While it could be negotiated with the State to allow the house and associated sheds to remain, without constant maintenance and surveillance, they are likely to fall into disrepair and be the subject of vandalism.
- 19 Maintenance of the lease until such time as the area is to be vested, would allow this infrastructure to be gifted to the Shire or DBCA (whichever entity to whom the Reserve is vested) for the purpose of accommodating camp hosts, but also to allow for storage of firewood for sale, medical supplies or other equipment (for example, fire fighting and communication equipment).
- 20 It seems counterintuitive to remove this infrastructure or allow it to be damaged in circumstances where it has a use which aligns with the Shire's own CMP.

Concern regarding lack of approvals

- 21 I understand that the Shire has voiced concerns regarding the lack of approvals that were granted for the construction of the existing dwelling.
- 22 At the time that the house was constructed on the site, the leased area formed part of the Shire of Ravensthorpe. The figure below (from the Shire of Jerramungup's 1984 Coastal Management Plan) shows the previous boundary –

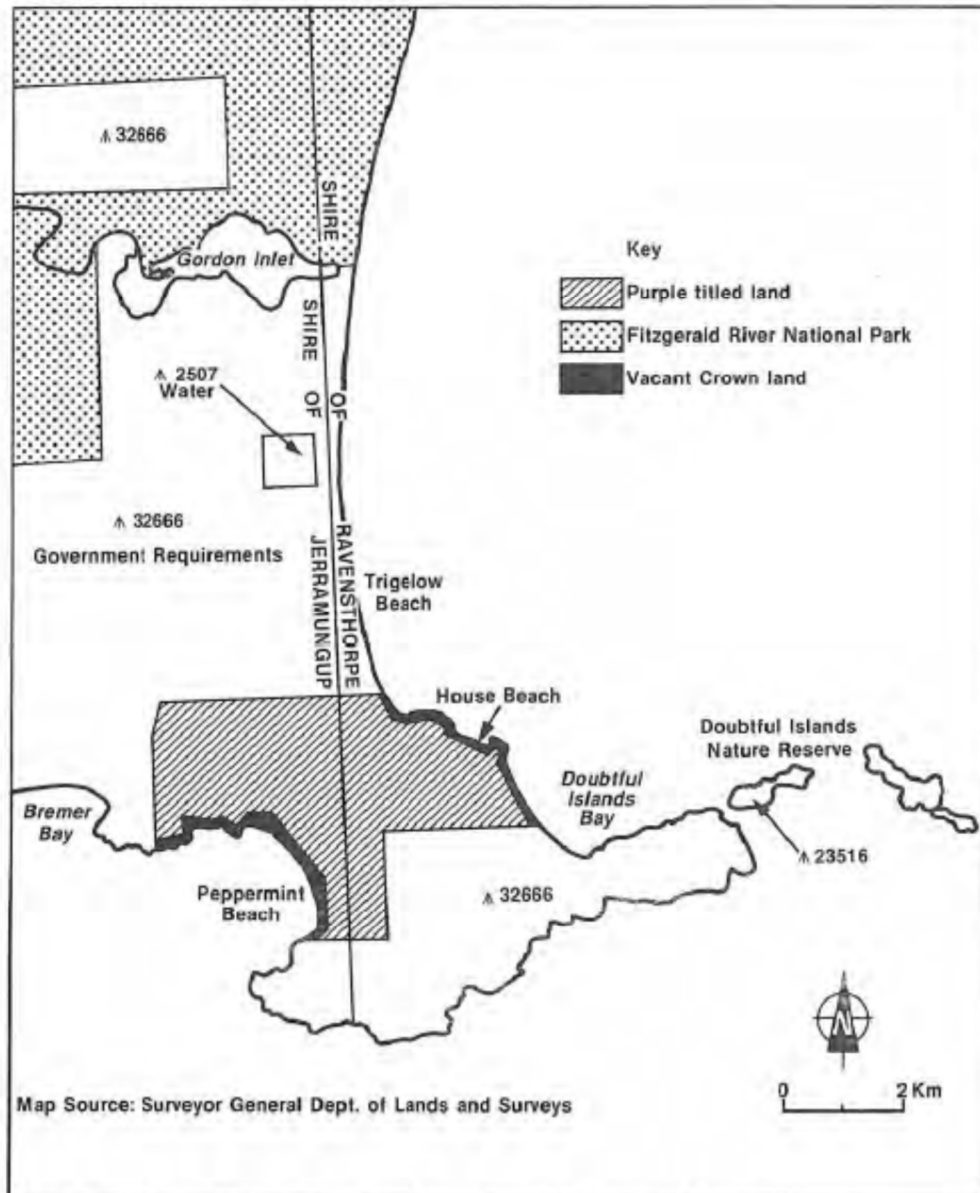


Figure 4 Jerramungup/Ravensthorpe Shire Boundary and adjacent Land Tenure

- 23 At the time of construction, because of the leased area's location, no building licence was required. This is because at the time, Part XV of the *Local Government Act 1960* (as it then was) did not require a building licence for single residences or outbuildings other than in the townsites of Ravensthorpe, Desmond, Hopetoun, Jerdacuttup, Fitzgerald and Munglinup within the Shire of Ravensthorpe.
- 24 Further, at the time construction occurred, the Shire of Ravensthorpe had three planning schemes in place –
- 24.1 Town Planning Scheme No.1 – Ravensthorpe
 - 24.2 Town Planning Scheme No.2 – Munglinup
 - 24.3 Town Planning Scheme No.3 – Hopetoun

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- 25 In each case, the town planning scheme covered the town sites of each of these towns only. Therefore, at the time development occurred on the leased area, there was no requirement for a planning approval.
- 26 A catalogue of *Government Gazette* entries, and amendments to Regulations by Order in Council evidence the legal position described above. I would be happy to provide this information to the Shire should it be required.
- 27 The house and sheds are therefore lawful, existing land uses on the land.

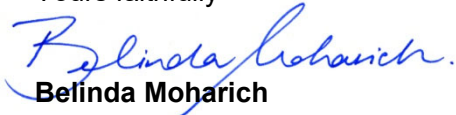
Proposal

- 28 With this background, the lessees propose the following –
- 28.1 Extension of the lease for another 10 years;
- 28.2 Capacity for the lease to be cancelled, and for the land to be surrendered upon the leased area being included in a vesting order to the Shire, or where the leased area is to be made a Class A reserve under the *Land Administration Act 1997*.
- 28.3 Upon the surrender occurring, the lessees will gift the structures on the leased area to the new management authority.
- 29 In order to provide an enduring legacy to the area, the lessees propose that upon yielding up, that a design be advanced to provide a camping area, and visitor centre for House Beach.
- 30 One of John Hassell's great great grandchildren is Richard Hassell (son of Cleve Hassell), a director of WOHA Architects (**WOHA**) based in Singapore. WOHA is an internationally lauded architectural design studio, with a number of iconic and recognisable buildings to its name, including the Parkroyal Pickering Hotel, and Kampung Admiralty, which won the 2018 World Building of the Year at the 2018 World Architecture Festival Awards.
- 31 Mr Hassell has prepared a report which outlines his family's history with Doubtful Island in a level of detail which I suspect is not publicly available. He makes a strong case on behalf of the Hassell family to retain involvement in the future of Doubtful Island Bay.
- 32 Importantly, Mr Hassell has also used this knowledge of the area to propose a form of design for the area which incorporates the existing buildings. This of course can be further refined, but provides a starting point for a conversation with the Shire as to its aspirations for the area.
- 33 A copy of Mr Hassell's report and design is **attached**.

Conclusion

- 34 The lessees do hope that what is provided in this letter gives you some greater context as to their association with the leased area and the area more generally, and their genuine aspirations to provide a legacy that the community and visitors can enjoy.
- 35 On that basis, my clients would be most appreciative if the Council would reconsider its position in respect to the extension of the lease by rescinding its resolution made on 16 December 2020 and confirming its support, to allow this proposal to be realised.

Yours faithfully



Belinda Moharich

Director