

Form 2

NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	85 Bengworden Road BAIRNSDALE 3875 Lot: 2 PS: 727592
The application is for a permit to:	Use of the Land for the Purpose of Trade Supplies and Display of Business Identification Signs
The applicant for the permit is:	Crowther & Sadler Pty Ltd
The application reference number is:	5.2024.341.1

You may look at the application and any documents that support the application free of charge at: <https://www.eastgippsland.vic.gov.au/building-and-development/advertised-planning-permit-applications>

You may also call 5153 9500 to arrange a time to look at the application and any documents that support the application at the office of the responsible authority, East Gippsland Shire. This can be done during office hours and is free of charge.

Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority.

An objection must

- ◆ **be made to the Responsible Authority in writing,**
- ◆ **include the reasons for the objection, and**
- ◆ **state how the objector would be affected.**

The responsible authority must make a copy of every objection available at its office for any person to inspect during office hours free of charge until the end of the period during which an application may be made for review of a decision on the application.

The Responsible Authority will not decide on the application before:	Subject to the applicant giving notice
---	---

If you object, the Responsible Authority will tell you its decision.

April McDonald

From: Snapforms Notifications <no-reply@snapforms.com.au>
Sent: Thursday, 22 August 2024 12:18 PM
To: Planning Unit Administration
Subject: Planning Permit application
Attachments: 20878 CoT Vol_11620_Fol_820.pdf; 20878 Site Plan V1.pdf; 20878 Report.pdf; 20878 Layout Plan V1.pdf

Planning Permit Application

A Planning Permit Application' has been submitted via the East Gippsland Shire Council website, the details of this submission are shown below:

Business trading name: Crowther & Sadler Pty Ltd

Email address: contact@crowthersadler.com.au

Postal address : PO Box 722 Bairnddale

Work phone number: 51525011

Owner's name: EmmaSusan Carroll & Rhys Michael Hine

Owner's email address: contact@crowthersadler.com.au

Owner's postal address: PO Box 722 Bairnsdale

Owner's work number: 51525011

Street number: 85

Street name: Bengworden Road

Town: Bairnsdale

Post code: 3880

Lot number: 2

Plan number: PS727592S

Plan type: Plan of subdivision

Has there been a pre-application meeting: Yes

Your reference number: 20878

Is there any encumbrance on the Title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?: No

Will the proposal result in a breach of a registered covenant restriction or agreement?: No

Description of proposal - Describe the use, development or other matter which requires a permit: Use of the Land for the Purpose of Trade Supplies and Display of Business Identification Signs.

Existing conditions - Describe how the land is used and developed now: Existing dwelling

Estimated cost of development. Note: You may be required to verify this estimate: 0

Title (must have been generated within the past 30 days: [20878 CoT Vol 11620 Fol 820.pdf](#))

Site plan/floor - plan/elevations: [20878 Site Plan V1.pdf](#)

Planning report: [20878 Report.pdf](#)

1. Supporting information/reports: [20878 Layout Plan V1.pdf](#)

Declaration: Yes

Privacy Statement: Yes

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958 Page 1 of 1

VOLUME 11620 FOLIO 820

Security no : 124117132103A
Produced 02/08/2024 02:56 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 727592S.
PARENT TITLES :
Volume 11291 Folio 037 to Volume 11291 Folio 039
Created by instrument PS727592S 07/12/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
EMMA SUSAN CARROLL
RHYS MICHAEL HINE
AW783846G 02/05/2023

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AL373749M 22/09/2014

DIAGRAM LOCATION

SEE PS727592S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 85 BENGWORDEN ROAD BAIRNSDALE VIC 3875

ADMINISTRATIVE NOTICES

NIL

DOCUMENT END

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PLAN OF SUBDIVISION

EDITION 1 PS 727592S

LOCATION OF LAND

PARISH : MOORMURNG
TOWNSHIP : _____
SECTION : _____
CROWN ALLOTMENT : D & 52 (PARTS)
CROWN PORTION : _____
TITLE REFERENCE : VOL 11291 FOL 038
 VOL 11291 FOL 039
 VOL 11291 FOL 037
LAST PLAN REFERENCE : LOT 6, 8, 9, 12 & 17 - LPI1439
 LOT 2 - PS313137C
**POSTAL ADDRESS :
 (At time of subdivision)** 877 PRINCES HIGHWAY,
 HILLSIDE, 3875
**MGA94 Co-ordinates
 (of approx centre of land
 in plan)** E 550 600 ZONE: 55
 N 5810 500 GDA 94

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

Survey: This plan is/is not based on survey.
 To be completed where applicable.
 This survey has been connected to permanent marks no(s) 19, 27 & 43
 In Proclaimed Survey Area No.

STAGING This is/is not a staged subdivision.
 Planning Permit No. 99/2014/P

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
RI	EAST GIPPSLAND SHIRE COUNCIL

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

Crowther & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 182 MACLEOD STREET, BAIRNSDALE, VIC., 3875
 TELEPHONE (03) 6162 6011

LICENSED SURVEYOR MICHAEL JOSEPH SADLER

DIGITALLY SIGNED BY LICENSED SURVEYOR: DATE / /

REF 16013

VERSION 1

SHEET 1 OF 3 SHEETS

ORIGINAL SHEET SIZE A3

PLAN REGISTERED

TIME: 3:45 pm

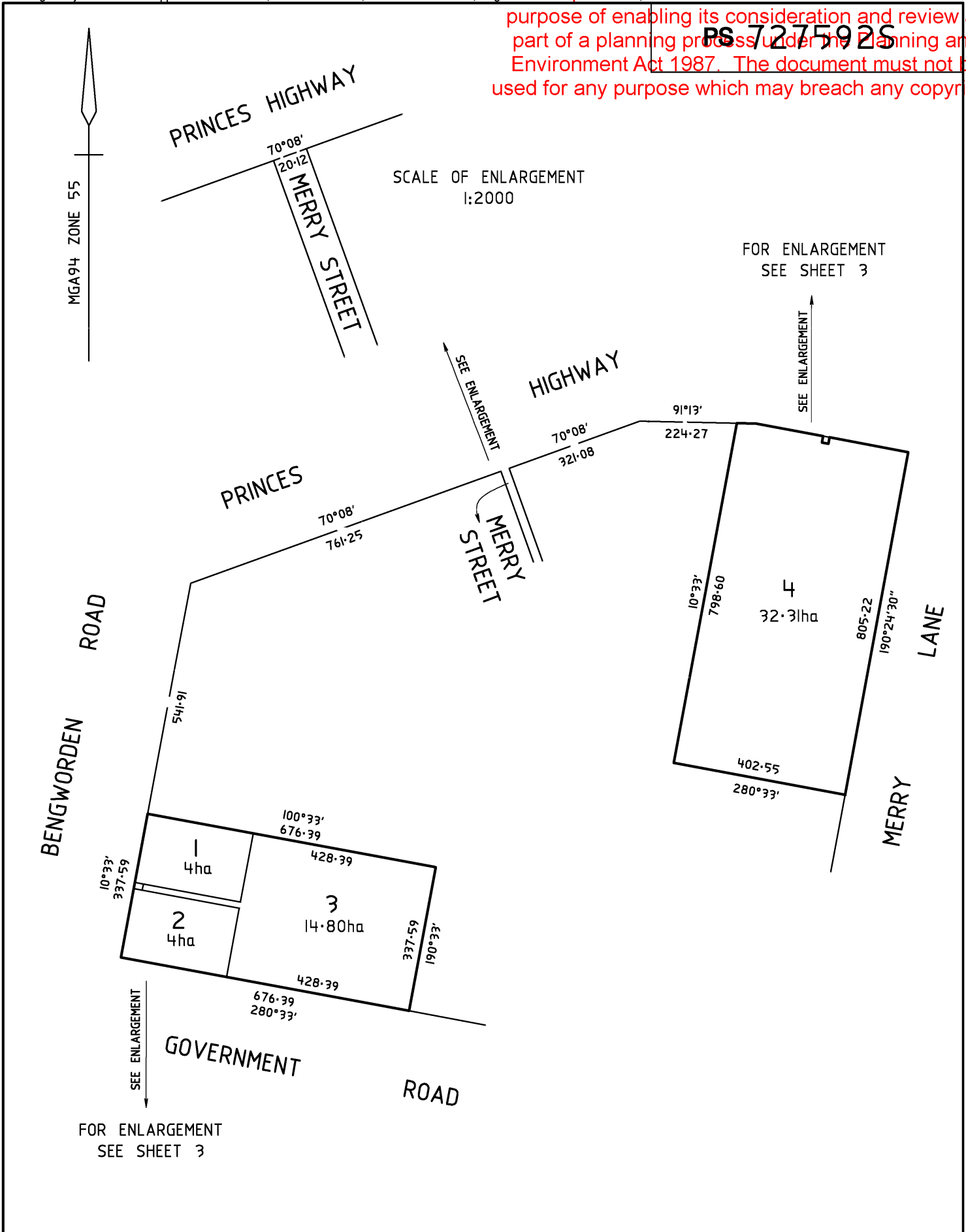
DATE: 07 / 12 / 2015

Janet Johnson
 Assistant Registrar of Titles

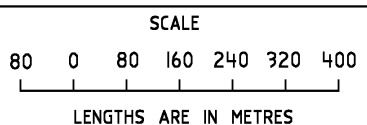
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PS 727592S



Crowther & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875
 TELEPHONE (03) 6162 6011



ORIGINAL SCALE
 1:8000

SHEET 2 OF 3 SHEETS
 ORIGINAL SHEET SIZE A3

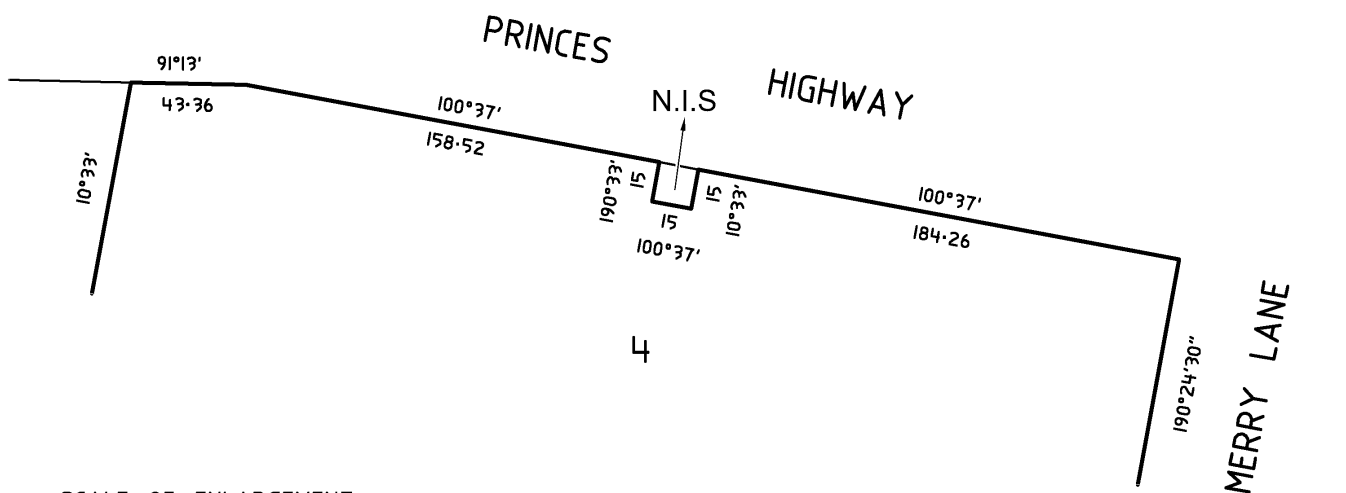
LICENSED SURVEYOR MICHAEL JOSEPH SADLER
 DIGITALLY SIGNED BY LICENSED SURVEYOR:
 REF 16013 VERSION 1 DATE / /

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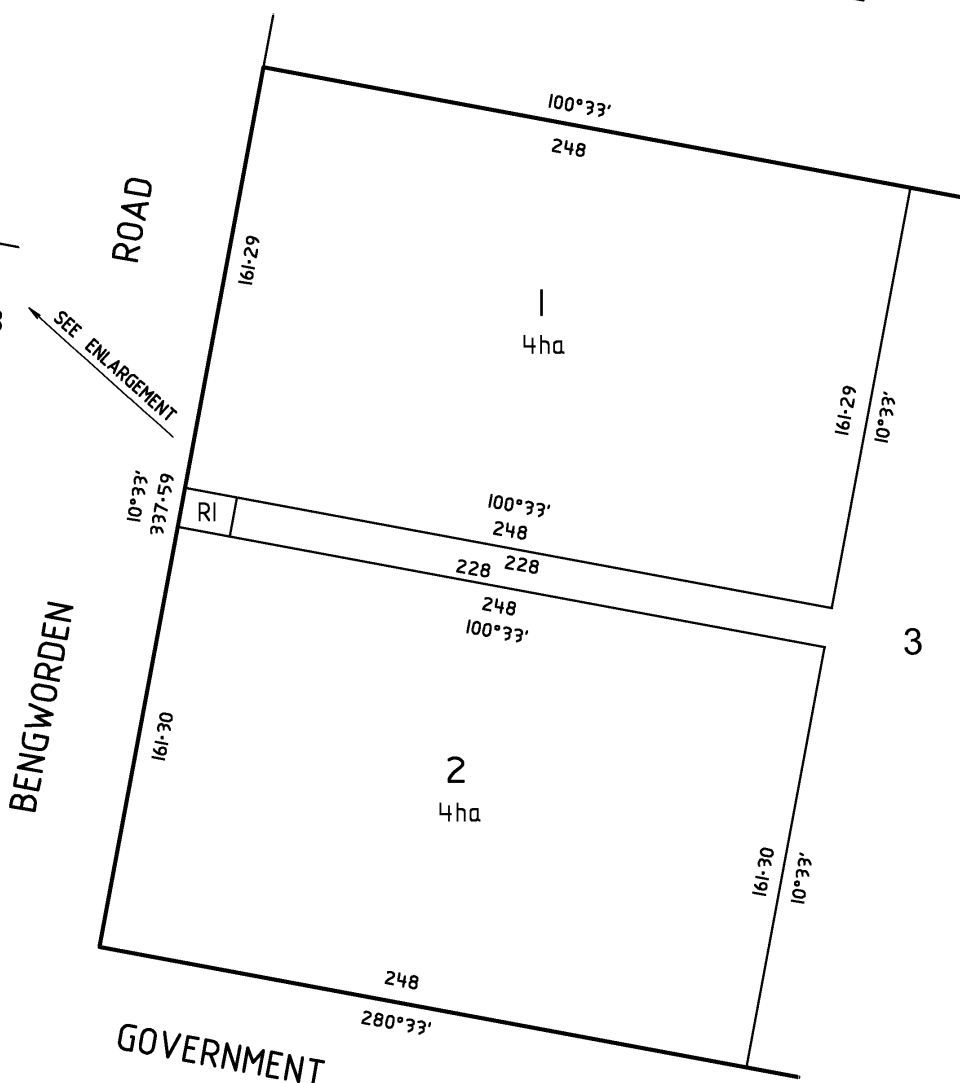
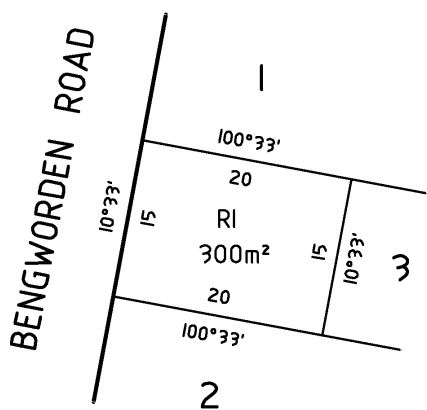
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PS 727592S

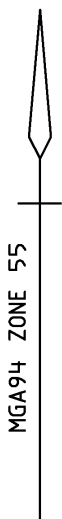
SCALE OF ENLARGEMENT
1:2000



SCALE OF ENLARGEMENT
1:500



SCALE OF ENLARGEMENT
1:2000



Crowther & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 162 MACLEOD STREET, BAIRNSDALE, VIC., 3876
 TELEPHONE (03) 6162 6011

SCALE

 LENGTHS ARE IN METRES

LICENSED SURVEYOR MICHAEL JOSEPH SADLER
 DIGITALLY SIGNED BY LICENSED SURVEYOR:

REF 16013 VERSION 1 DATE / /

ORIGINAL SCALE

SHEET 3 OF 3 SHEETS
 ORIGINAL SHEET SIZE A3

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Plan of Subdivision PS727592S
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S054621M
Plan Number: PS727592S
Responsible Authority Name: East Gippsland Shire Council
Responsible Authority Permit Ref. No.: 99/2014/P
Responsible Authority Certification Ref. No.: PS727592S
Surveyor's Plan Version: 1

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made at Certification

Digitally signed by Council Delegate: Sandra Fenske
Organisation: East Gippsland Shire Council
Date: 16/09/2014

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AL373749M

22/09/2014 12:30 173



registers and indexes.

Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

Lodged by:

Name: Eastcoast Conveyancing
Phone: (03)5152 1171
Address: 157 Main Street (PO Box 695) Bairnsdale Vic 3875
Reference: 14-1121
Customer Code: 549U

The Responsible Authority having made an agreement referred to in Section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

Land: *(volume and folio)*

Volume 11291 Folio 037 Volume 11291 Folio 038 Volume 11291 Folio 039

Responsible Authority: *(full name and address including postcode)*

East Gippsland Shire Council of Corporate Centre 273 Main Street Bairnsdale Vic 3875

Section and Act under which agreement made:

Section 173 Planning & Environment Act 1987

A copy of the agreement is attached to this Application.

Date: 16/09/2014

Signature for Responsible Authority:

Name of Officer:

Sarah McLaughlin

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Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date 09/09/2014

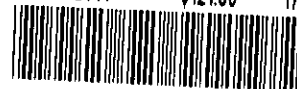
**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 877 Princes Highway Hillside Victoria

East Gippsland Shire Council
and

Graeme Francis Blennerhassett

AL373749M

22/09/2014 \$12150 173



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Agreement under section 173 of the Planning and Environment Act 1987

Dated 09 / 09 / 2014

Parties

Name	East Gippsland Shire Council
Address	273 Main Street, Bairnsdale, Victoria
Short name	Council

Name	Graeme Francis Blennerhassett
Address	331 Main Street, Bairnsdale, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

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(b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

(a) for Council, feedback@egipps.vic.gov.au, or any other email address listed on Council's website; and

(b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Lot has the same meaning as in the Planning Scheme.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land or any part of it.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no.99/2014/P, as amended from time to time, issued on 5 June 2014, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

Planning Scheme means the East Gippsland Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 877 Princess Highway Hillside Victoria being the land referred to in certificates of title volume 11291 folio 037, Volume 11291 folio 038 and volume 11291 folio 039 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

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- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

6. Owner's specific obligations

Notwithstanding anything in the Planning Scheme, the Owner must not subdivide the lots created by this planning permit in a way that creates an additional lot.

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees mortgagees, chargees, transferees and assigns.

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7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Council's costs to be paid

The Owner must pay to Council, within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.4 Interest for overdue money

- 7.4.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.
- 7.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

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- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

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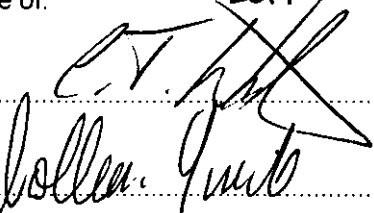
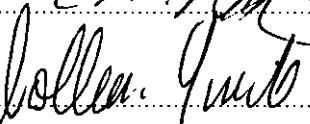
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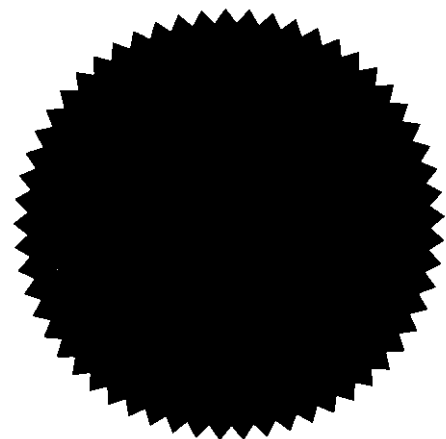
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Signing Page

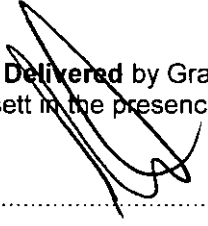
Signed, sealed and delivered as a deed by the Parties.

The Common Seal of the East Gippsland Shire Council was hereunto affixed on the 9th day of September, 2014 in the presence of:

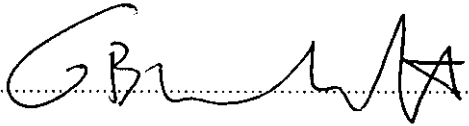

 ACTING Chief Executive

 Witness



Signed Sealed and Delivered by Graeme Francis Blennerhassett in the presence of:



 Witness

) 

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under Instrument of mortgage No. AK233853K and AK233852M consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.]

.....

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Registrar of Titles
Land Titles Office
Marland House
570 Bourke Street
MELBOURNE

APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Registered Proprietor: Graeme Francis Blennerhassett

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage numbered AK122741M and AK233853K hereby consents to the within Agreement.

EXECUTED by **NATIONAL AUSTRALIA BANK LIMITED** by being signed sealed and delivered in Victoria by its Attorney
WILLIAM JOHN ROSEMAN
who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page No 025 Item 35) in the presence of:

[Handwritten Signature]
.....
Attorney

[Handwritten Signature]
.....
Signature of Witness

AL373749M

22/09/2014 \$121.50 173



Planning Report

Use of the Land for the Purpose of Trade Supplies and Display of Business Identification Signs.

85 Bengworden Road, Bairnsdale

Our reference – 20878

August 2024



FS 520900



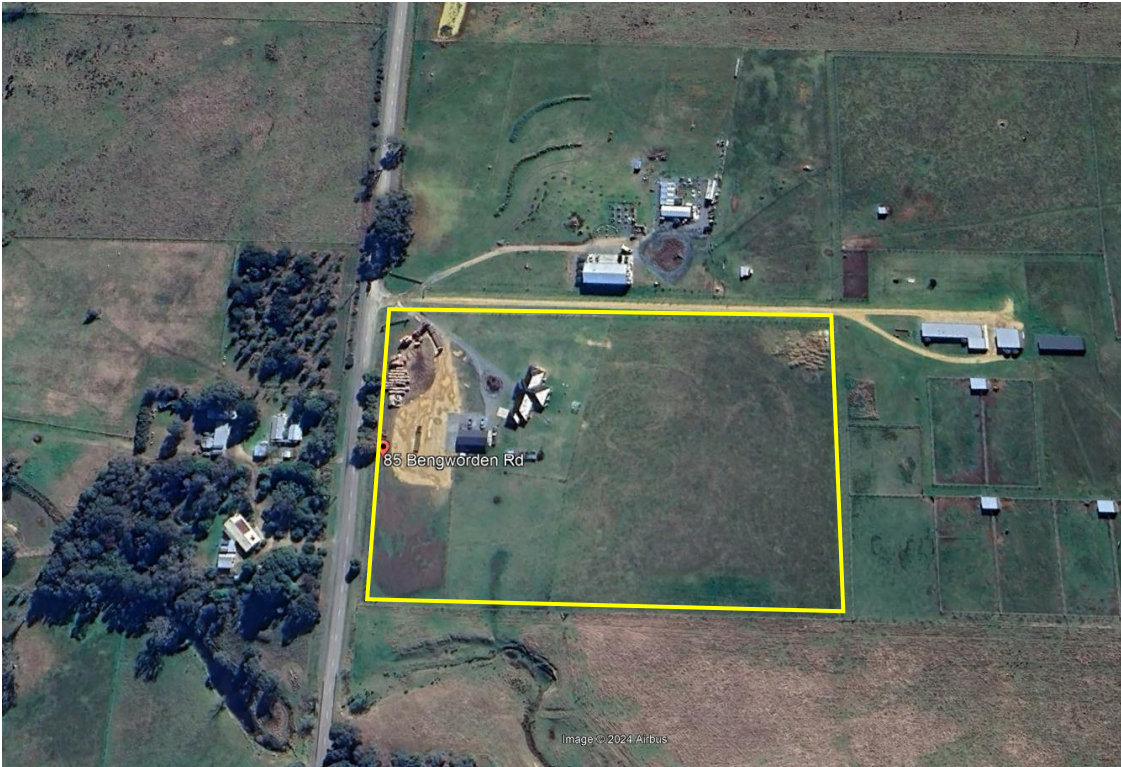
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	Application Form	
	Proposed Site Plan (Version 1)	
	Layout Plan (Version 1)	
	Copy of Title (Lot 2 on PS727592S)	

Note: Applicable Planning Application fee is \$2,906.80

1. Introduction

This Planning Report is prepared in support of a proposed change of use for the purposes of trade supplies and display of business identification signs at 85 Bengworden Road, Bairnsdale. The Report addresses the provisions of the Farming Zone 1 and Clause 52.05 Signs as contained within the East Gippsland Planning Scheme.



Aerial image of the subject land and immediate surrounds (Source: Google Earth)

2. Subject Land & Surrounding Context

Formally known as Lot 2 on PS727592 or more commonly known as 85 Bengworden Road, Bairnsdale, the subject land is a smaller rural allotment of approximately 4 hectares and is developed with a dwelling and outbuildings within the western part of the property. A new outbuilding has recently been constructed on the land within the western part of the property and is not shown on aerial photography.



New shed location image (Source: Google Earth)



Image of the new agricultural shed looking south



Subject land and location of the proposed use from Bengworden Road, looking east

The subject land enjoys existing constructed access to Bengworden Road which is shared with two neighbouring landowners via a small section of road.



Image of the existing access arrangements looking east

The subject land has frontage to Bengworden Road to the west which, is a good quality sealed road with gravel shoulders and grass swale drainage.



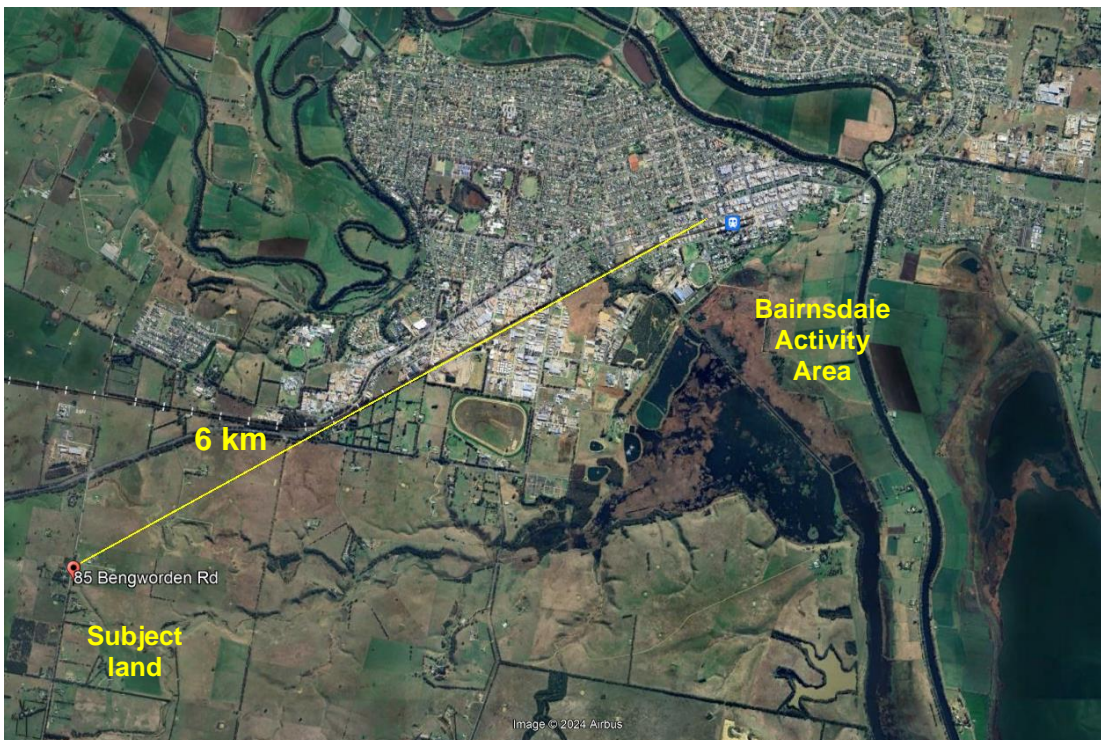
Image of Bengworden Road looking south opposite the subject land

To the east of the subject land is a larger property developed with a dwelling and horse training infrastructure and stables. This land parcel is provided with access to Bengworden Road via a driveway that runs along the northern boundary of the subject land.

Further north across from 75 Bengworden Road's driveway is a similar sized property as the subject land and contains a dwelling and outbuilding. To the south of the subject land is 177 Bengworden Road which is a larger rural land parcel developed with a dwelling and outbuilding, within the southern part of the property.

West of the subject land across from Bengworden Road is a rural lifestyle property developed with a dwelling and outbuildings, in a treed environment.

The subject land is located approximately 6km to the south-west of the Bairnsdale Activity Area.



*Locational plan showing proximity with the Bairnsdale Activity Area
(Source: Google Earth)*

3. The Application & Proposal

It is proposed to use the land for trade supplies, display business identification signs and reduce car parking.

The proposed use of the land is for the purposes of selling and distributing stock feed in the form of larger hay and lucerne bales. The landowner's business does not propose to sell palletised stock feed or domestic animal feed.

The business is aimed at servicing larger primary producers with bulk hay stockfeed requirements, rather than hobby farm producer's needs. The business operates on the basis of bulk feed purchases from East Gippsland farmers, with feed then on sold and often delivered to other primary production enterprises.

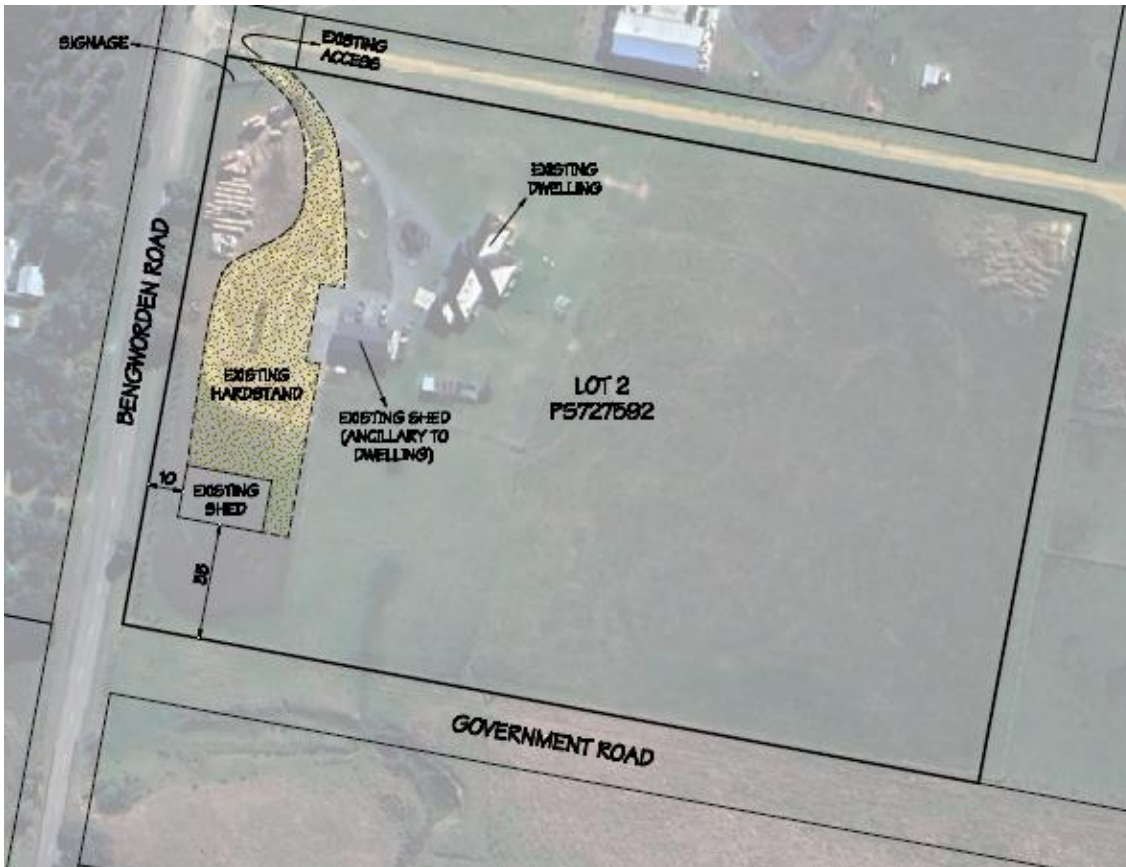
During the week, pick-up purchases are catered for onsite via an appointment system only, as the business owners are generally delivering feed within the region. Onsite purchasing of feed during the week will be limited to times when stockfeed deliveries are not being undertaken and is estimated to be approximately five onsite purchases a day. Operating hours during the week are Monday to Friday 8a.m-5p.m.

The business will be open on Saturday mornings until 12 noon, as no or limited deliveries of feed occurs Saturday mornings. Saturday will see an increase in onsite purchases, with numbers of onsite purchases estimated to be around twenty.

Given the sporadic nature of the business, as stockfeed requirements by primary producers within the district can vary depending on climatic conditions, the business will be operated primarily by the landowners, with some supporting assistance of truck drivers during increased feed requirements by local agricultural enterprises.

Operational requirements will see stock feed accommodated within the new purpose-built agricultural shed providing feed weather protection.

To the north of the recently constructed shed within the western part of the site will be the loading and unloading area allowing onsite customer purchases to be loaded onto trailers or trucks. This area will also be used to load the business's delivery vehicles.



Proposed site plan

Trade supplies is defined within the planning scheme as:

Land used to sell by both retail and wholesale, or to hire, materials, tools, equipment, machinery or other goods for use in:

- a) *Automotive repairs and servicing;*
- b) *Building;*
- c) *Commerce;*
- d) *Industry;*
- e) *Landscape gardening;*
- f) *The medical profession;*
- g) *Primary production; or*
- h) *Local government, government departments or public institutions.*

As the land is proposed to be used to sell stockfeed associated with primary production it is considered the proposed use is defined within the Planning Scheme as trade supplies.

It is proposed to display two business identification signs on the property entrance fence to identify the proposed business's location. The proposed signs will have dimensions of 1.5 metres and 1 metre and have a combined area of 3 square metres.



Proposed business identification signs

Planning approval is required pursuant to the following Clauses of the East Gippsland Planning Scheme:

Planning Scheme Clause No.	Description of what is Proposed
35.07-1 Farming Zone 1	Use of the land for trade supplies
52.05-14 Signs	Display business identification signs
52.06-3 Car Parking	Reduce the number of car spaces

No referral of the application is required pursuant to Section 55 of the *Planning and Environment Act 1987*.

4. Cultural Heritage

The proposal does not trigger any mandatory requirements to provide a Cultural Heritage Management Plan (CHMP) under the *Aboriginal Heritage Act 2006*.

Pursuant to Regulation 7 of the *Aboriginal Heritage Regulations 2018*, a CHMP is required for an activity if:

- (a) *all or part of the activity area for the activity is in an area of cultural heritage sensitivity; and*
- (b) *all or part of the activity is a high impact activity*



Extract from Cultural Heritage Sensitivity mapping, with sensitive areas shown in green (Source: VicPlan)

The subject land is within an area of cultural heritage sensitivity however, the use of land for trade supplies is not a high impact activity specified within Regulation 46(1)(b) of the *Aboriginal Heritage Regulations 2018*. Therefore, there is no mandatory requirement to provide a CHMP in support of the application.

5. Planning Policy

5.1 Planning Policy Framework

To protect the State's agricultural base by preserving productive farmland is the objective of Clause 14.01-1S Protection of agricultural land. The proposed use of the land for the purposes of trade supplies positively addresses the relevant strategies that underpin the objective:

- The subject land is not located within an area of strategic farmland and given the size of the allotment there is no ability to provide for a productive farming enterprise.
- As the land is currently used for rural living purposes, the land is already lost to productive agricultural land.
- Using the land for the purposes of trade supplies associated with stock feed provides for an associated agricultural use within an agricultural area, that adds to and supports agricultural enterprises and assists agricultural production within the region.
- It is considered that using the land to accommodate stock feed and as a base to transport stock feed will have limited if any detrimental impacts on neighbouring agricultural enterprises to the east and south of the subject land. The proposed use will create limited or minor impacts in terms of noise, dust and emissions.

Using the land for trade supplies is provided with positive planning policy support contained within Clause 14.01-2S Sustainable agricultural land use:

- The proposal assists sustainable agricultural and rural land use practices through the purchase of hay and lucerne locally and the provision of stock feed in times of reduced on farm feed.
- In somewhat unknown potential risks associated with climate variability, the need for farmers to adapt is becoming more important and this may rely on the need for importing stock feed where it was once not required.
- Purchasing stock feed within the region may result in some agricultural enterprises diversifying and value adding through dedicated or partial farming of hay or lucerne.
- Bulk transport of stock feed provides a value add allowing farmers to service and reach markets that were not otherwise available due to the cost and irregular transport availability.

The subject land is not located within a special water catchment and no additional wastewater will be created by the proposal, ensuring water quality within the area is maintained as per Clause 14.02 Water.

Providing stock feed provision from the land and more importantly bulk feed deliveries supports the local rural economy to grow and potentially diversify, consistent with Clause 17.01-1S Diversified economy.

The proposed use provides for landowner employment and occasional transport employment in accordance with Clause 17.01-1L Diversified economy.

The subject land is provided with a constructed crossover to Bengworden Road with the property entrance setback from the crossover location allowing for easy egress and access to the property by larger vehicles. The existing vehicle crossover to Bengworden Road that will be used as part of the business ensures no additional access is required to the principal road network as sought within Clause 18.02-4S Roads.

5.2 Municipal Planning Strategy

The proposed use of the land for trade supplies will not diminish water quality within the area given the relatively benign activities to be undertaken on the land. The use provides a local value add to agricultural products (hay), allowing some farming enterprises to diversify into the hay growing market rather than just for on farm use. The subject land is not identified as an area of high quality agricultural production as sought within Clause 02.03-4 Natural resource management.

Clause 02.03-6 Economic development advises that agriculture is one of the Shire's major traditional industries. The proposed use providing for bulk stock feed deliveries and onsite stock feed purchase will support the broader agricultural sector of the Shire and will assist to maintain and in some cases increase agricultural production.

6. Planning Elements

6.1 Farming Zone 1

The subject land is zoned Farming Zone 1 in accordance with the East Gippsland Planning Scheme. Using the land for the purposes of trade supplies associated with primary production meets the relevant purposes of the zone.

Positive planning policy support for the proposed use is contained within the Municipal Planning Strategy and Planning Policy Framework. It provides an agricultural service that assists to provide other rural landowners to use their properties for productive agriculture. The subject land is lost to and is not considered productive agricultural land and as such the proposed use sits comfortably within the context of the area. The proposed use is considered benign within the rural setting and will not adversely affect the use of neighbouring properties for agriculture. The proposal supports rural employment.

Decision Guidelines

The use of the land for trade supplies responds well to the decision guidelines of the zone:

- No detrimental impacts arise from the proposed use with respect to the Regional Catchment Strategy as no vegetation is being removed.
- No additional effluent is required to be accommodated onsite.
- The proposal is compatible with adjoining and nearby land uses as no additional traffic management is required, noise is minimal, emissions will not take place and dust management can be undertaken if required.
- Providing for bulk stock feed deliveries and onsite stock feed pick-up will support and enhance agricultural production of primary producers within the district through feeding supplementation.
- The small land holding developed with a dwelling is already removed from agricultural production and the proposed use is therefore welcomed as it supports the greater agricultural sector.
- Adjoining and nearby agricultural uses can easily co-exist as the proposal is not considered a sensitive use.
- Activities to be undertaken on the land will not reduce or affect soil quality.
- The use of the land is considered an agricultural use in a sense and the land has capacity to sustain the use given the land size and location.
- No vegetation is required to be removed and as such there will be no impact to flora and fauna on the site and surrounds.
- There will be no detrimental impacts to waterways as they do not exist on the land.
- There is no need to provide for any additional structures on the land at this stage to facilitate the proposed use.

6.2 Clause 52.05 Signs

Clause 35.07-7 within the Farming Zone advises that sign requirements are contained within Clause 52.05 and the zone is in Category 4.

Clause 52.05-14 Category 4 – Sensitive areas, stipulates that business identification signs are a Section 2 permit required sign and the condition relating to business identification signs is that the total display area to each premises must not exceed 3 square metres.

It is proposed to display two signs on the property at the front fence of the subject land. The first sign has an area of 1.5 square metres and the second sign has an area of 1.5 metres.

The relevant purposes of Clause 52.05 are met by the proposed display of signs. Bengworden Road is a principal road carrying traffic travelling at significant speeds, this requires the property to have business identification signs to allow vehicles to recognise the location of the premises and to alert vehicles to reduce speed to enter the premises.

The signs are of modest size, they are not internally illuminated and sign content is simple and clear avoiding the visual disruption of the area.

Decision Guidelines

The proposed business identification signs address the decision guidelines relating to the display of signs:

- The character of the area is varied being within a rural context containing smaller properties used for rural living purposes and larger farming properties. As a result, the character of the area sees built form rather than only grassed farming paddocks. Within this context the signs are not considered visually dominant and blend with the surrounding built form.
- Visual disorder and cluttering of signs will not be introduced into the area as a result of the proposed signs. The signs are modest in scale and are of simple design.
- There is no impact to views and vistas, the signs will not obscure important views from the public realm given their proposed siting and will not dominate the skyline as a result of their proposed location.
- Displaying two signs less than a combined area of 3 square metres are proportionate to the proposed use and maintains the dominant landscape/rural environment.
- No vegetation requires removal to facilitate the display of the signs and the subject land's perimeter vegetation will be maintained.
- No structures are required to display the signs as they are proposed to be located on an existing front fence.
- The signs will not be internally illuminated and do not contain a logo box.

- Site identification is required as the land adjoins a principal road where vehicles need lead time to reduce speed to enter the premises.
- It is considered that the modest and simple signs will not obstruct driver's line of sight, view of a traffic control device, dazzle or distract drivers, be mistaken for a traffic control device and provides an easy to read sign that allows vehicles to decelerate safely.

6.3 Car Parking

The trade supplies use is limited to the western part of the property, which is considered the “site” for the proposed use. The site area used for trade supplies is 31 metres in width and 75 metres in depth equating to an area of 2,325 square metres.

Clause 52.06 Car parking advises that before a new use commences car parking as stipulated in Clause 52.06-5 must be provided on the land. Clause 52.06-5 advises that trade supplies requires 10 per cent of site area to be set aside for car parking.

It is proposed to set aside 10 per cent of the area for the purposes of car parking and associated access immediately abutting the car parking spaces.

Ten per cent of the site area is 232.5 square metres. Ninety degree angle car parking has a car space width of 2.6 metres and a length of 4.9 metres. The accessway width for a car space is 6.4 metres.

The car parking proposed onsite will be 2 bays of four car parking spaces. Hence the length of the accessway is 10.4 metres and the width is 6.4 metres having an overall area of 66.56 square metres. Each bay of car parking requires an accessway resulting in an overall area for the accessways being 133.12 square metres.

The overall area of a car parking space is 12.74 square metres with 8 car spaces having an area of 101.92 square metres. The total area for car parking spaces and accessways is 235.04 square metres exceeding 10 per cent of the site.

In accordance with Clause 52.06-8 a car parking plan is submitted with the application that shows all car parking spaces to be provided, access lanes and the driveway.

7. Conclusion

The proposed change of use for the purposes of trade supplies, display of business identification signs and reduction of car parking at 85 Bengworden Road, Bairnsdale is considered to accord with all relevant provisions of the Farming Zone 1, Clause 52.05 Signs and Clause 52.06 Car parking of the East Gippsland Planning Scheme. The proposal is consistent with the Planning Policy Framework, Municipal Planning Strategy and provides for a use that will assist to maintain and potentially increase primary producers' production within the region.

For these reasons we respectfully request that Council consider the merits of the application favourably and resolve to issue a Planning Permit.

LAYOUT PLAN

PARISH OF MOORMURNG
CROWN ALLOTMENT 52 (PART)

LOT 2 ON PST27592

MGA2020 ZONE 55



Crowther & Sadler Pty. Ltd.

LICENSED SURVEYORS & TOWN PLANNERS
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RHYS HINE

85 BENGWORDEN ROAD, BAIRNSDALE

SCALE (SHEET SIZE A3)

1 : 300

SURVEYORS REF

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SITE PLAN

PARISH OF MOORMURNG
CROWN ALLOTMENT 52 (PART)

LOT 2 ON PS727592

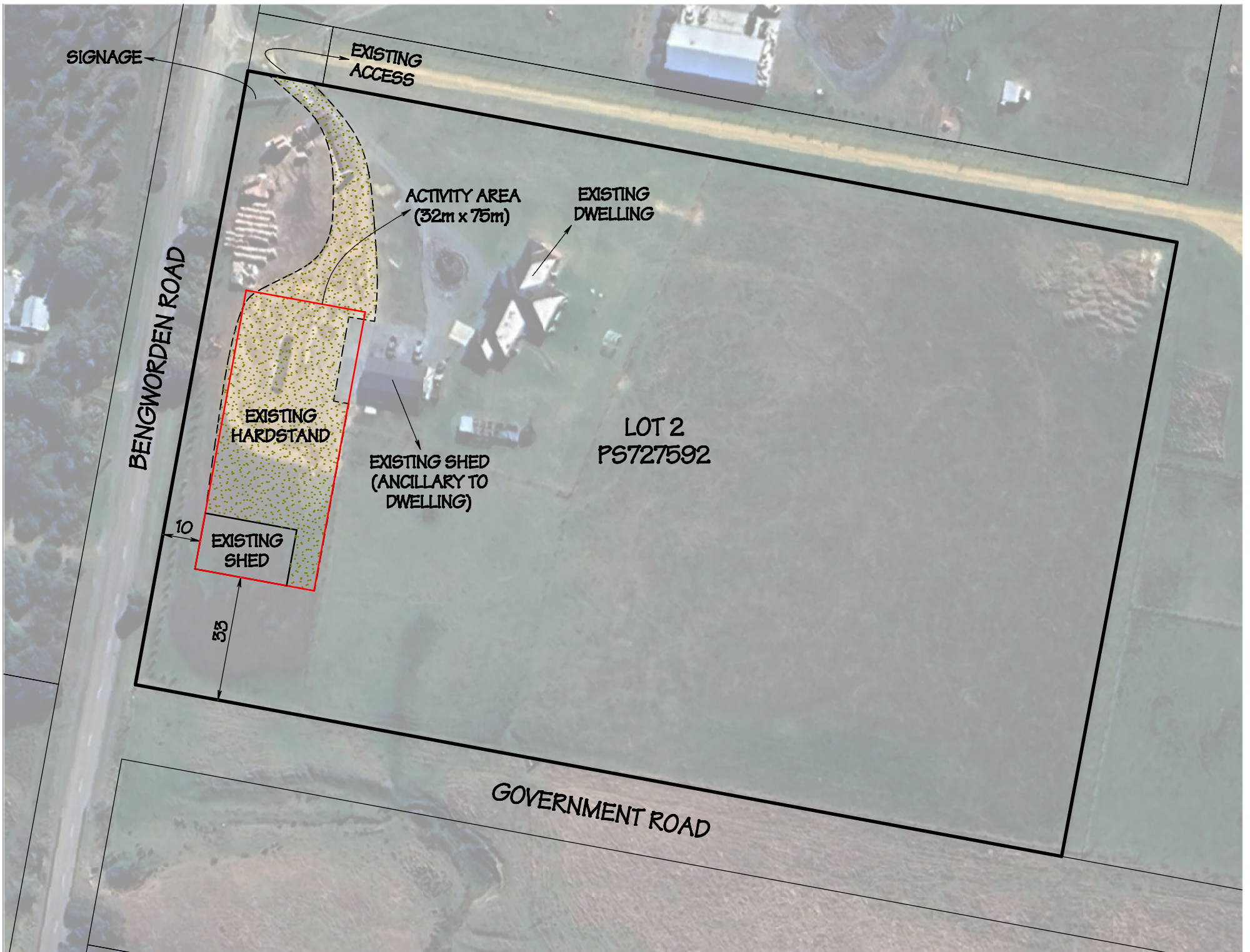


EXISTING SIGNAGE #1



EXISTING SIGNAGE #2

MGA2020 ZONE 55



RHYS HINE

85 BENGWORDEN ROAD, BAIRNSDALE

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FILENAME: Y:\20000-20999\20800-20899\20878 Hine\20878 Site Plan V1.pro

NOTATIONS

SCALE (SHEET SIZE A3)

1 : 1250

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