

NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	323 Main Street BAIRNSDALE VIC 3875 Lot: 1 TP: 252716
The application is for a permit to:	Use of the land for Domestic Animal Boarding and Removal of a Restrictive Covenant
A permit is required under the following clauses of the planning scheme:	
Planning Scheme Clause	Matter for which a permit is required
32.04-2 (MUZ)	Use of land for Domestic Animal Boarding.
52.02	Proceeding under Section 23 of the Subdivision Act 1988 to remove a restriction.
The applicant for the permit is:	Crowther & Sadler Pty Ltd
The application reference number is:	5.2025.222.1

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: Wednesday, 17 September 2025 4:02 PM
To: Planning Unit Administration
Subject: Amend a Planning Permit Application
Attachments: Consent letter.pdf; 21177 Site Plan V4.pdf; 21177 Existing Conditions Plan.pdf; 21177 CoT Vol_5376_Fol_030 - Merged.pdf; 21177 Report V2.pdf; Amend_a_Planning_Permit_Application_2025-09-17T16-01-39_27824230_0.pdf

Amend a Planning Permit Application

A request to "Amend a planning permit application" has been submitted via the East Gippsland Shire Council website, the details of this submission are shown below:

Applicant name: Crowther & Sadler Pty Ltd

Email address: contact@crowthersadler.com.au

Postal address : PO Box 722, Bairnsdale 3875

Preferred phone number: 0351525011

Owner's name:

Owner's postal address:

Street number: 323

Street name: Main Street

Town: Bairnsdale

Post code: 3875

Lot number: 1

Plan number: TP252716J

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?: Yes

Will the proposal result in a breach of a registered covenant restriction or agreement?: Yes

Description of proposal : Use of Domestic Animal Boarding (Cattery) and Removal of a Restrictive Covenant

Under which section of the Act is the amendment to the application made?: s50 Amendment by applicant before notice

Revised estimated cost of development: 0

Existing conditions : Existing office and associated car parking

ExtraFile: 2

Invoice Payer: Crowther & Sadler Pty Ltd

Address for Invoice: PO Box 722, Bairnsdale 3875

Invoice Email: accounts@crowthersadler.com.au

Primary Phone Invoice: 0351525011

Declaration: Yes

Authority Check: Yes

Notice Contact Check: Yes

Notice check 2: Yes

Privacy Statement Acknowledge: Yes

2. Supporting information/reports: [Consent letter.pdf](#)

Plans: [21177 Site Plan V4.pdf](#)

1. Supporting information/reports: [21177 Existing Conditions Plan.pdf](#)

Full copy of Title: [21177 CoT Vol 5376 Fol 030 - Merged.pdf](#)

Planning report: [21177 Report V2.pdf](#)

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

Page 1 of 3

VOLUME 05376 FOLIO 030

Security no : 124124437901Q
Produced 14/05/2025 01:29 PM

LAND DESCRIPTION

Lot 1 on Title Plan 252716J.
PARENT TITLE Volume 04791 Folio 108
Created by instrument 1356720 01/03/1928

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AJ015019V 20/06/2011

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
AG779328T 28/09/2009

DIAGRAM LOCATION

SEE TP252716J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY935114Q	CONVERT A PCT TO AN ECT	Completed	06/03/2025
AY937972E (E)	TRANSFER CONTROL OF ECT	Completed	07/03/2025
AZ081813L (E)	TRANSFER	Registered	23/04/2025

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

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

Street Address: 323 MAIN STREET BAIRNSDALE VIC 3875

ADMINISTRATIVE NOTICES

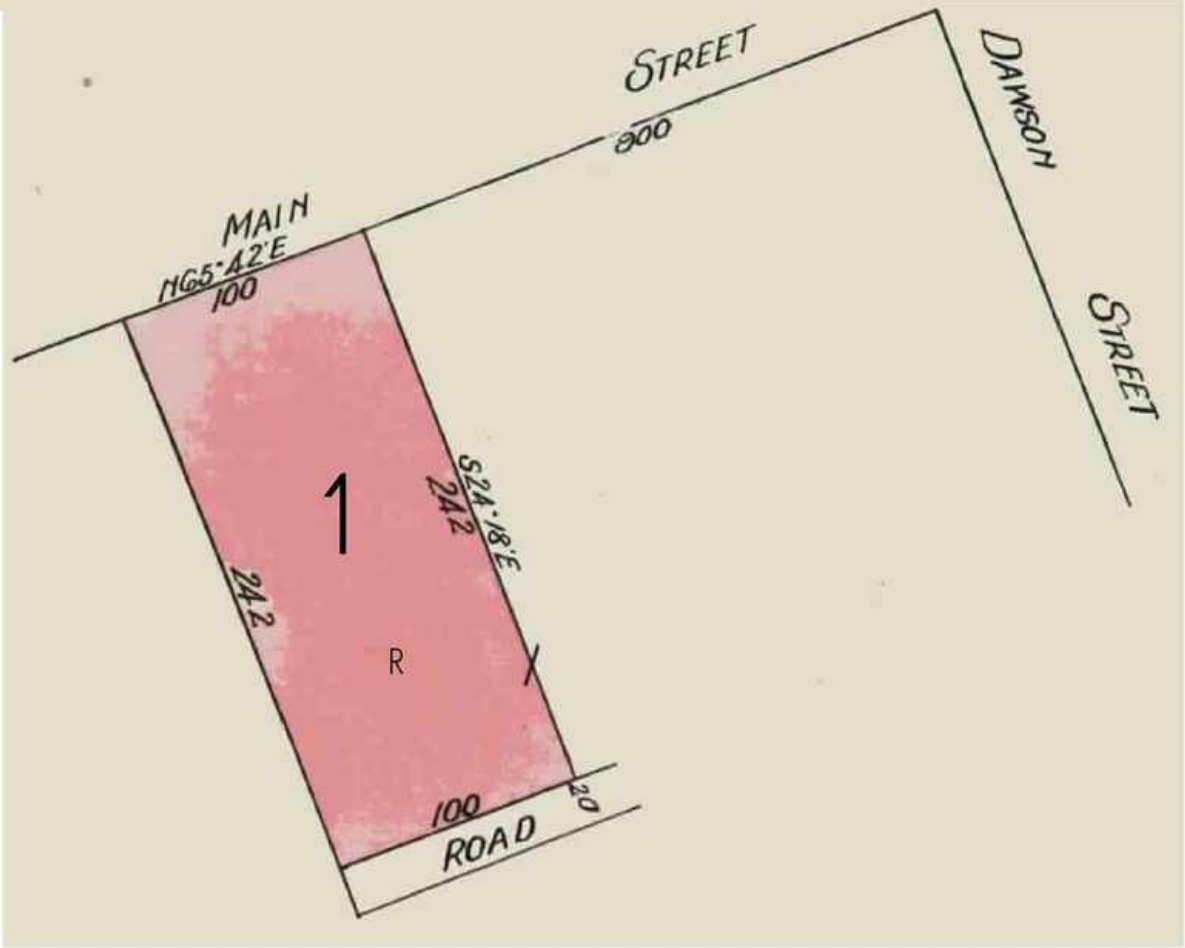
NIL

eCT Control
Effective from

DOCUMENT END

Title 5376/030

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TITLE PLAN		EDITION 1	TP 252716J						
Location of Land Parish: BAIRNSDALE Township: Crown Section: A(PT) Crown Allotment: Crown Portion: Last Plan Reference: LP 8038 Derived From: VOL 5376 FOL 030 Depth Limitation: NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN							
Description of Land / Easement Information <i>All that piece of Land delineated and coloured red on the map in the margin being part of Lot One on Plan of Subdivision No.8038-- lodged in the Office of Titles and being part of Crown Section A Parish of ----- Bairnsdale County of Tanjil Together with a right of carriage way over the roads-- colored brown on said Plan of Subdivision - - - - -</i>		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 21/12/1999 VERIFIED: M.P							
									
COLOUR CODE R = RED									
<table border="1"><thead><tr><th colspan="2">TABLE OF PARCEL IDENTIFIERS</th></tr></thead><tbody><tr><td colspan="2">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td></tr><tr><td colspan="2">PARCEL 1 = LOT 1 (PT) ON LP 8038</td></tr></tbody></table>				TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = LOT 1 (PT) ON LP 8038	
TABLE OF PARCEL IDENTIFIERS									
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962									
PARCEL 1 = LOT 1 (PT) ON LP 8038									
LENGTHS ARE IN LINKS		Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets						

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AG779328T



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged by:

Name 3 Rivers Conveyancing
Phone 03 5153 0200
Address 13 Riviera Plaza Bairnsdale 3875
Ref 09/0206
Customer Code

Privacy Collection Statement

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

The 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 for the land.

Land: Certificates of Title Volume 6274 Folio 734 and Certificate of Title Volume 5376 Folio 030

Authority: East Gippsland Shire Council, Corporate Centre, 273 Main Street, Bairnsdale 3875

Section and Act under which agreement made: Section 173 of the Planning and Environment Act 1987.

A copy of the Agreement is attached to this Application.

Signature for the Authority: [Signature]

Name of Officer: AARON HOLLOW - MANAGER (full name)
DEVELOPMENT

Date: 17/09/2009

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AG779328T



Date 31 / 08 /2009

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: 323 and 325 Main Street, Bairnsdale Victoria 3875

East Gippsland Shire Council
and

M.S.V. Property Pty Ltd (ACN 131 694 445)

AG779328T



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Agreement under Section 173 of the Planning and Environment Act 1987

DATE 31 / 08 / 2009

AG779328T

28/09/2009 \$102.90 173



BETWEEN

EAST GIPPSLAND SHIRE COUNCIL
of Corporate Centre, 273 Main Street, Bairnsdale

(Council)

AND

M.S.V. PROPERTY PTY LTD (ACN 131 694 445)
C/- WHK Armitage Downie, 95 Macleod Street, Bairnsdale, Victoria

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 27 February 2009 Council issued Planning Permit No. 664/2008/P (**Planning Permit**) allowing the use and development of a veterinary clinic, the constructions of car parking and the dispensation of car parking in accordance with the Endorsed Plan. Condition 4 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- D. Condition 4 of the Planning Permit provides that:

Before the use or development starts, the owner of the land at 323 and 325 Main Street Bairnsdale must enter into an agreement with the responsible authority in accordance with Section 173 of the Planning & Environment Act 1987, which will covenant that:

- (a) Six car parking spaces within the property at 323 Main Street Bairnsdale must be kept accessible and available for vehicles associated with the use of the land at 325 Main Street Bairnsdale

The agreement will bind the applicant as the owner and shall run with the land so that all successors in title are bound by the agreement. This agreement will be prepared by the applicant, at the applicants cost and to the satisfaction of the responsible authority, and shall be registered on the title in accordance with Section 181 of the Planning and Environment Act 1987.

- E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AG061168S and AG082864C in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- F. The parties enter into this Agreement:
 - F.1 to give effect to the requirements of the Planning Permit; and

F.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

lot means a lot on the Endorsed Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

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 323 and 325 Main Street, Bairnsdale being the land referred to in Certificates of Title Volume 6274 Folio 734 and Volume 5376 Folio 030 and any reference to the Subject Land in this Agreement 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 a reference to each other gender.

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 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

- 2.5 A term used in this Agreement 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.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner covenants and agrees that the Owner must at all times keep six car parking spaces accessible and available on the land at 323 Main Street Bairnsdale for use by vehicles associated with the use of the land at 325 Main Street Bairnsdale, to the satisfaction of Council.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will make application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary for this to be done including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, review, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

AG779328T

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5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that 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 pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, 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.

7. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 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:

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.



8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

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The Common Seal of the East Gippsland Shire Council was hereunto affixed on the 31st day of August 2009 in the presence of:

.....
Chief Executive

.....
Witness

AG779328T

28/09/2009 \$102.90 173



Executed by M.S.V. Property Pty Ltd (ACN 131 694 445) by being signed by those persons who are authorised to sign for the company

Director.....
Full Name.....
Usual address.....
Lindenow Str 3875

Director.....
Full Name.....
Usual address.....
Luckyknow 3875

Mortgagee's Consent

Westpac Banking Corporation as Mortgagee of registered mortgage No. AG061168S and AG082864C 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.

SIGNED, SEALED AND DELIVERED on behalf of WESTPAC BANKING CORPORATION ABN 33 007 457 141 by its attorney under power of attorney dated 17 January 2001, a certified copy of which is filed in the Permanent Order Book, No. 277, Page 16 in the presence of:

Witness (signature)

Witness (print name)

.....
DARREN MILES

By executing this document the attorney states that they have received no notice of revocation of the power of attorney.

Attorney (signature)

Vandna Wadhawan

Name of Attorney (print)

TIER THREE ATTORNEY

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: Eastcoast Conveyancing
Phone: 0351521171
Address: PO Box 695 Baimbridge
Ref: 114029
Customer Code: 5494

Privacy Collecti

The information fr
statutory authority
maintaining public
in the Victorian La

934
AJ015019V

20/06/2011 \$934 45



MADE AVAILABLE/CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio reference)*

Certificate of Title Volume 5376 Folio 030

Estate and Interest: *(e.g. "all my estate in fee simple")*

All Its Estate In Fee Simple

Consideration:

\$330,000.00

Transferor: *(full name)*

M.S.V. PROPERTY PTY LTD ACN 131 694 445

Transferee: *(full name and address including postcode)*

**BRET WILLIAM WARD AND FANGNI GAN
of 47c Lake Victoria Road EAGLE POINT 3878**

Directing Party: *(full name)*

NIL

Creation and/or Reservation and/or Covenant

The Transferee with the intent that the benefit of this Covenant shall be attached to and run at law and in equity with the whole of the land comprised in Certificate of Title Volume 5376 Folio 030 being Lot 1 on Title Plan 252716J and each and every part thereof and that the burden of this Covenant shall be annexed to and run at law and in equity with the land hereby transferred and each and every part thereof and that the same shall be noted and appear on every Certificate of Title for the said lot and every part thereof as an encumbrance affecting the same DOES HEREBY COVENANT with the Transferor and other registered proprietor or proprietors for the time being of the land comprised in the said Certificate of Title that the Transferee ~~will at all times keep ten car parking spaces at the southern end of the property being an area measuring 21.01 meters by 15.60 meters accessible and~~

shall NOT at any time have use of ten car parking spaces at the southern end of

Approval No. 980106A

ORDER TO REGISTER

STAMP DUTY USE ONLY

T2

Please register and issue title to

Page 1 of 2

Signed

Cust. Code:



Anstat Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8616 2000

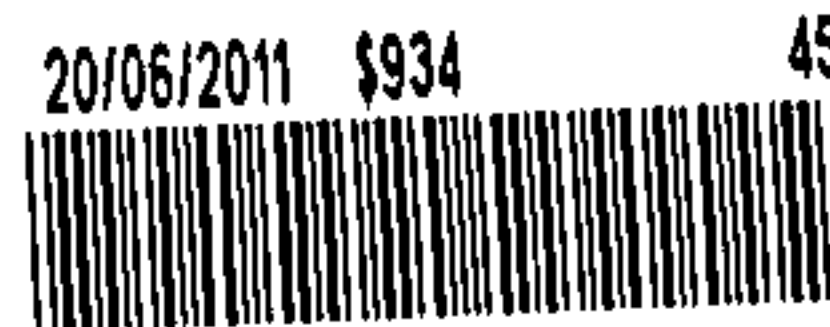
Esprean Property Services Pty Ltd	
DRS	AP 445
Vic Duty	\$14,870.00
Consideration	\$330,000.00
Plans No.	5675/2011
Date	02/06/2011
Section	Original
JANICE Signature <i>[Signature]</i>	

the property being an area measuring 21.01 meters by 15.60 meters and will make the said carports accessible and available on the land hereby transferred for use by vehicles associated with use of the land at 325 Main Street Bairnsdale being the whole of the land comprised Certificate of Title Volume 6274 Folio 734 being Lot 9 on Plan of Subdivision LP10252. These ten car parks include and are not in addition to the six parks covenanted in Agreement AG779328T recorded on Certificate of Title Volume 5376 Folio 030

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AJ015019V

Dated: 31.5.11
Execution and attestation



Executed by M.S.V. PROPERTY PTY LTD ACN 131 694 445
by being signed by those persons who are authorised to sign for the company

Director.....

Full Name..... Albert van Zyl

Usual address..... 325 Main St
Bairnsdale

Director.....

Full name..... GRANT KUSEFF

Usual address..... 325 Main St
Bairnsdale

Signed by the Transferee
in the presence of:

.....

Witness

.....
Bret William Ward

..... Fangni Gan

Fangni Gan

Approval No. 980106A

T2

Page 2 of 2



Anstat Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED
Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

23/06/2025

325 Main Street
Bairnsdale, VIC
Ph. 0351526666

Re: Consent Letter to Remove Restrictive Covenant AJ015019V

To whom it may concern,

My name is [REDACTED] and I am the sole Director of [REDACTED] which owns 323 and 325 Main Street, Bairnsdale. I hereby consent to the grant of a planning permit for the removal of restrictive covenant AJ015019 as it relates to 323 Main Street, Bairnsdale.

Kind Regards,

Planning Report

Use of Domestic Animal Boarding (Cattery) and
Removal of a Restrictive Covenant
323 Main Street, Bairnsdale

Our reference – 21177

Version 2
17 September 2025



FS 520900



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	Application Form	
	Existing Conditions Plan (Version 1)	
	Proposed Site Plan (Version 4)	
	Consent to the ending of restrictive covenant AJ015019V	
	Copy of Title (Lot 1 on TP252716J)	

Note: Applicable Planning Application fee of \$2,244.15 has previously been paid.

Version No.	Date	Summary of modifications
1	3/07/2025	N/A
2	17/09/2025	Qualification of Domestic Animal Boarding activity (Cattery) and revised site plan

1. Introduction

This Planning Report is prepared in support of proposed use of domestic animal boarding (cattery) and removal of a restrictive covenant at 323 Main Street, Bairnsdale. The Report addresses the provisions of the Mixed Use Zone and Car parking provisions as contained within the East Gippsland Planning Scheme.



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

This Report supersedes the previous version (dated 3 July 2025) which initially accompanied the Planning Application, providing clarification of the proposed domestic animal boarding (cattery) use.

2. Subject Land & Surrounding Context

Formally known as Lot 1 on TP252716 or more commonly known as 323 Main Street, Bairnsdale the subject land is a regular shape, with a flat landform, the land has an area of approximately 985 square metres and is located on the corner of Main Street and Ligar Street.

The subject land is developed with a single storey building which fronts Main Street and associated car parking to the rear of the property, accessed from Ligar Street.



Existing building looking south from Main Street

A paling fence separates the subject land from an unnamed gravel laneway which adjoins the southern boundary, extending eastward through to Grant Street.



Rear car park looking east from Ligar Street

The building on the subject land has an existing floor area of approximately 1956m² and is currently being refurbished, having been previously occupied by a real estate agency and stonemason. The existing use is characterised as 'office'.

The car parking area has a bituminous sealed surface and provides informal parking, with no line marking or demarcation of spaces, other than a series of wheel stops along the eastern boundary.

(R) Looking east from Ligar Street across rear of existing building, illustrating the sealed surface and concrete wheel stops along eastern boundary.



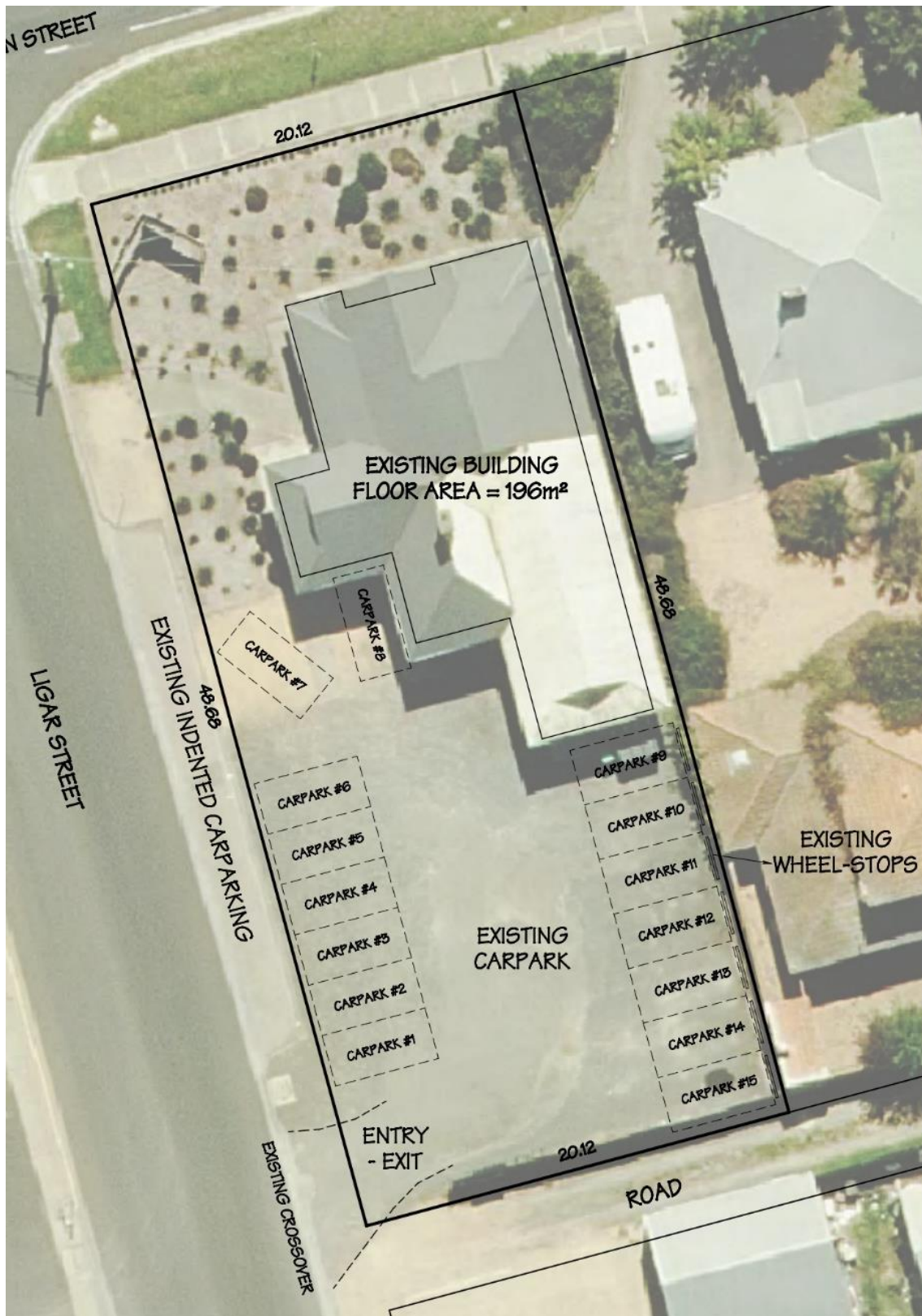
Whilst the parking area is somewhat informal, generous parking capacity is provided at all times, with vehicles typically parking in a 90 degree arrangement along the eastern and western boundaries, and additional vehicles parked in a more irregular fashion to the south-west of the building. Access is provided directly from Ligar Street in the southernmost part of the western boundary.

The following photograph shows eleven vehicles parked on site, with spaces indicating additional capacity within the 90 degree parking areas.



Google Street View image circa May 2023

On that basis we have determined there is regularly capacity for fifteen vehicles to be parked on site, and this is illustrated on the Existing Conditions Plan.



Extract from Existing Conditions Plan (Version 1)

To the east of the subject land is medical centre (osteopath) to the front of the property, which is a single storey building, and to the rear of the property is a double storey residence.

South of subject land, beyond the unnamed road, is a multi-use building comprising a dwelling to the north and a series of serviced offices and consulting rooms to the south, with dual access from Macleod Street in the south and Ligar Street in the west. West of the subject land, across Ligar Street is a veterinary clinic with associated car parking provided to the south of the building.



Aerial image of the immediate neighbouring properties (Source: Google Earth)

On 27 February 2009, Council issued planning permit 664/2008/P allowing the use and development of a veterinary clinic and dispensation of car parking at 325 Main Street, Bairnsdale ('the Vet Clinic').

At that time the subject land was being used as a veterinary clinic, with the existing and proposed sites in common ownership. As part of the applicant's justification for the reduction of car parking for the new Vet Clinic, the applicant offered up the part use of the car park on the subject land.

As a result, Council granted the permit for the Vet Clinic with a condition requiring a Section 173 agreement, ensuring the owner of the subject land kept six car parking spaces accessible and available on the subject land at all times for use by vehicles associated with the Vet Clinic. On 31 August 2009, Agreement AG779328T was executed between the (then) landowner and Council.

The subject land was subsequently sold, with the Vendor imposing a further obligation on the owner of the subject land via a restrictive covenant (AV015019V), requiring an additional four car parking spaces be set aside on the subject land for the exclusive use of vehicles associated with the Vet Clinic.

Under these arrangements, five car parking spaces remain available for use by staff or visitors to the existing office, with ten parking spaces allocated for use by the Vet Clinic.

3. The Application & Proposal

It is proposed to use part of the subject land for the purposes of domestic animal boarding (cattery).

Our client has determined a growing need for cat boarding facilities, providing overnight care on a 24 hour basis, seven days per week. Four rooms to the rear of the existing building will be used for the keeping of animals who will remain indoor at all times, with an internal cat run providing opportunities for animals to exercise in a controlled environment.

A cattery is considered a low-impact form of domestic animal boarding, in comparison to the boarding of dogs, given cats are far less vocal. Noise needs to be kept at a minimum in catteries because it is a primary stressor for cats. No external noise will be generated by the proposed cattery use.

Customers will drop off and collect their animals by arrangement, which enables management to control the movement of animals to avoid disruption. Unlike a 'doggy day care' arrangement, there will be no peak times at the commencement or conclusion of the working day.

The facility will be operated in accordance with the *Code of Practice for the Operating of Boarding Establishments*¹ under the *Domestic Animals Act 1994*, and will be registered with Council's Environmental Health Department as a Domestic Animal Business.

Staff levels associated with the cattery will not exceed one staff member at any time, who will visit the site twice per day for care, feeding, watering, exercise and the cleaning of enclosures.

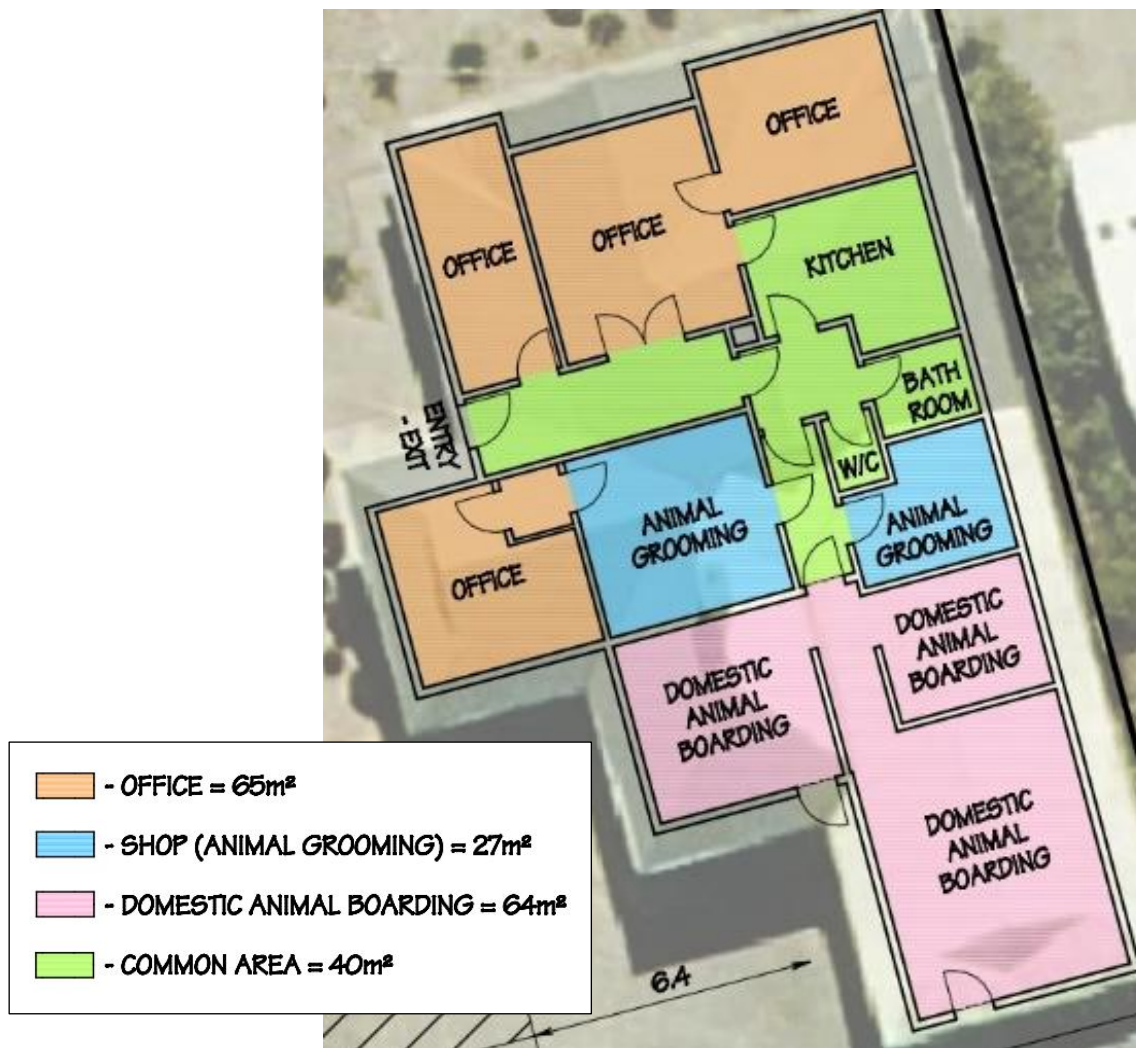
Waste protocols within the cattery will be consistent with the operation of the veterinary clinic, ensuring safety and environmental protection with no odour impacts.

A new tenant will utilise two rooms within the building for an animal grooming business which is defined within the planning scheme as a *shop*. Given the floor area of the shop does not exceed 150 square metres, no planning approval is required for this use.

The remaining rooms will continue to be used by a number of tenants as offices, which does not require planning approval given the existing use of the building.

The following extract from the Site Plan (Version 4) demonstrates how the floor area will be apportioned between the three distinct uses proposed on site.

¹ <https://agriculture.vic.gov.au/livestock-and-animals/animal-welfare-victoria/domestic-animals-act/codes-of-practice/code-of-practice-for-the-operation-of-boarding-establishments>



It is only the proposed domestic animal boarding element of the proposal that requires permission for use under the Mixed Use Zone, given the uses of shop and office are 'as of right' (Section 1).

No buildings and works are proposed by the application. Minor modifications are proposed to the layout of the existing car park, with access now to be provided via the unnamed Road adjoining the southern boundary. A total of 14 spaces will be provided on site, including one disabled space.

The proposal also seeks to remove restrictive covenant AJ015019V, to remove the allocation of four car parking spaces on site previously allocated to the Vet Clinic. By reducing the number of spaces allocated to the Vet Clinic to six, as enshrined within the Legal Agreement, modifications can be undertaken to improve the function of the existing car park layout, and retain more onsite parking for users of the subject land.

With both the subject land and the Vet Clinic now in common ownership, there is no longer a need for a restrictive covenant, given the owner will become both the burdened and the beneficiary. The obligations of the Legal Agreement will continue to apply in perpetuity.

A letter of consent from the sole Director of the registered proprietor of both properties is provided in support of this request. It is acknowledged that the ending of the restrictive covenant could be sought via Section 88 of the *Transfer of Land Act 1958*, however in the interests of expediency and transparency, permission is sought to remove the covenant within the subject application.

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

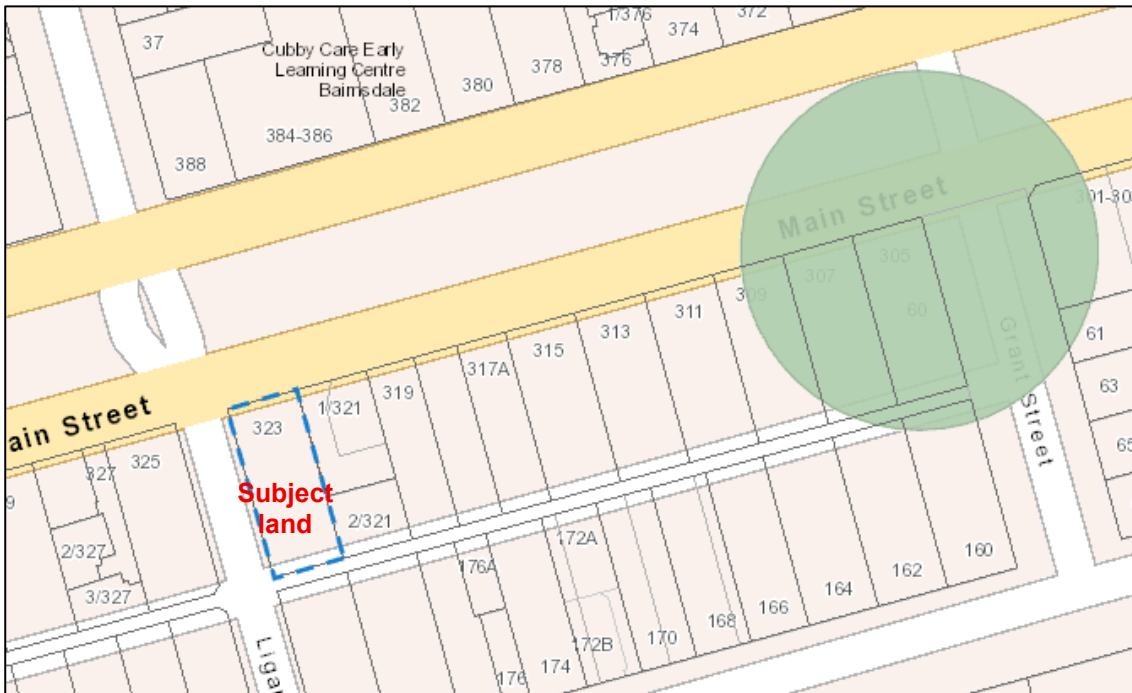
Planning Scheme Clause	Matter for which a Permit is required
32.04-2 Mixed Use Zone	Use of the land for domestic animal boarding (cattery)
52.02 Easements, Restrictions & Reserves	Removal of a restrictive covenant

Referral of the application in accordance with Section 55 of the *Planning and Environment Act 1987* is not required.

4. Cultural Heritage

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 – cultural heritage sensitivity land is shown in dark green (Source: VicPlan)

The subject land is not within an area of cultural heritage sensitivity, and the use is not considered a high impact activity. As such, there is no mandatory requirement to provide a CHMP in support of the application.

5. Planning Policy

5.1 Planning Policy Framework

State planning policy contained within Clause 11.01-1S Settlement seeks to support the sustainable development of regional centres of which Bairnsdale is one. The proposed use will provide for a growth in services within East Gippsland's largest town, promotes investment and job opportunities within a central area of Bairnsdale.

Clause 11.01-1L-02 Growth area towns – Bairnsdale encourages the development of small offices in the Mixed Use Zone at Main Street/Macleod. The proposed use will assist to maintain the office elements of the premises and is a use that will assist to strengthen the Mixed Use Zone precinct.

A key strategy within Clause 17.01-1L Diversified economy is to encourage new and emerging business including home based businesses that provide employment opportunities. The proposed domestic animal boarding facility will provide for the employment of one additional staff member.

Consistent with Clause 17.02-1S Business the proposed use will assist to aggregate commercial facilities to provide a net community benefit within an accessible location in Bairnsdale.

5.2 Municipal Planning Strategy

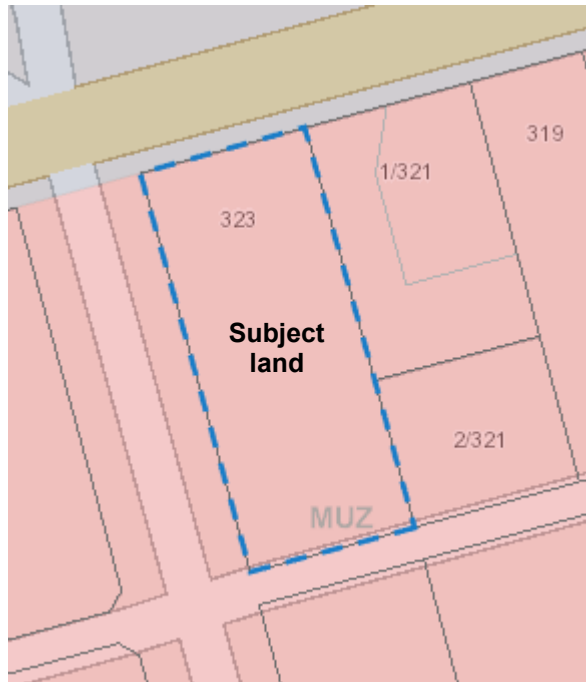
The proposed use will achieve a Council strategic direction within Clause 02.03-1 Settlement and housing – Growth area towns. The proposed use will further reinforce Bairnsdale as the main commercial, retail and service centre for East Gippsland.

Undertaking a domestic boarding use supports Bairnsdale's role as the principal commercial and retail centre as sought within Clause 02.03-6 Economic development.

6. Planning Elements

6.1 Mixed Use Zone

The subject land is located within the Mixed Use Zone in accordance with the East Gippsland Planning Scheme.



Planning scheme zone mapping (Source: VicPlan)

The proposed domestic animal boarding facility is consistent with the relevant zone purposes as it will provide for and add to the range of commercial uses within the defined settlement area. The facility will complement the surrounding businesses and employees within the area providing an additional well located service.

The proposed use is consistent with the decision guidelines of the zone. The Mixed Use Zone allows for a range of uses. The proposal will introduce a new service within the area that will not only strengthen the range of uses in the Mixed Use Zone, but it will also provide a service that can be utilised by nearby business employees and residents.

6.2 Car Parking

Clause 52.06-2 Provision of car parking spaces, requires that before a new use commences the number of car parking spaces required under 52.06-5 must be provided on the land.

Existing parking arrangements

The following table demonstrates the current provision of car parking on site having regard for the requirements of Clause 52.06 of the East Gippsland Planning Scheme, the obligations enshrined within Agreement AG779328T, and the negotiated provision associated with Covenant AJ015019V. These calculations assume there are currently 15 car parking spaces provided on site, as outlined at page 5 of this report.

	Table to Clause 52.06-5	Requirement	Rounded requirement
Existing Use 'Office'	3.5 car spaces per 100m ² net floor area	3.5 x 196m ² = 6.86 spaces	6 car spaces
Vet Clinic as per Agreement AG779328T	N/A	6 car spaces	6 car spaces
Sub-total			12 car spaces
Vet Clinic as per Covenant AJ015019V	N/A	4 spaces	4 car spaces
Total requirement			16 car spaces
Current provision			15 car spaces
Result			Shortfall of 1 car space

This table demonstrates that the civil agreement enshrined within the covenant is inconsistent with the provisions of the East Gippsland Planning Scheme. The request to remove the covenant seeks to rectify this error.

Proposed Parking arrangements

Each of the three uses which are proposed on site have different requirements for car parking prescribed by Table 1 to Clause 52.06-5:

Office: 3.5 spaces to each 100m² of net floor area. The definition of net floor area at Clause 73.01 specifically excludes accessways.

Shop: 4 spaces to each 100m² of leasable floor area. The definition of leasable floor area at Clause 73.01 excludes common tenancy areas.

Domestic Animal Boarding: No specified requirement at Clause 52.06-5. Car parking must therefore be provided to the satisfaction of Council.

In determining the required car parking provision for the subject land, communal areas have been excluded from calculation. The following table summarises the car parking requirement, with regard for the obligations of Agreement AG779328T. These calculations presume Council's favourable determination of the request to remove Covenant AJ015019V.

	Table to Clause 52.06-5	Requirement	Rounded requirement
Existing use 'Office'	3.5 car spaces per 100m ² net floor area	3.5 x 65m ² = 2.275 spaces	2 car spaces
Proposed Use 'Shop'	4 car spaces per 100m ² leasable floor area	4 x 27m ² = 1.08 spaces	1 car space
Proposed Use 'Domestic Animal Boarding'	N/A	To Council's satisfaction	To Council's satisfaction
Veterinary Clinic	6 car spaces as per Agreement AG779328T	6 car spaces	6 car spaces
Total required			9 car spaces

We understand Council's consideration with respect to car parking is whether the provision of six car parking spaces (including one disabled space) will be sufficient to accommodate the proposed use.

The provision of six car parking spaces (including one disabled space) on site is considered to be sufficient to accommodate parking demand associated with the Domestic Animal Boarding use, having regard for the following:

- There will be some likelihood of multi-purpose trips within the locality combined with a trip to the land, particularly in regard to staffing. The proposed domestic animal boarding facility has synergies with the veterinary clinic immediately west of the subject land, and with animal grooming activities proposed onsite.
- There will be little variation of car parking demand over time.
- Car parking generated by the proposed use will be short-stay car parking as customers visit the site at an agreed time to deliver their pet to the boarding facility, and then again upon return to pick up their pet. Each of these visits are unlikely to exceed a maximum of 10 minutes on site.
- Pedestrian access to the land is readily available, however it is anticipated that clients delivering or collecting their pets are unlikely to arrive on foot.
- Removal of the existing car park vehicle crossing onto Ligar Street, with access to be provided via the unnamed Road will enable the logical and orderly use of the car park to continue.

- It is relevant to consider a parallel Planning process which is seeking approval for an additional car park at 182 Macleod Street, in association with the Vet Clinic. Planning Application 5.2025.169.1 is currently being considered by Council and will provide an additional 15 car parking spaces for use by staff and clients of the Vet Clinic. Whilst the subject Application cannot presume approval of this separate Application, the coordinated response to parking is relevant. The three properties containing the proposed car park, the Vet Clinic and land subject to this Application are all in common ownership, and together will provide a coordinated response to the needs of their clients.
- On street car parking in Main Street is readily available for the use of customers and an indented car parking area is provided in Ligar Street immediately adjoining the subject land.

Despite the subject Application not seeking to reduce the car parking requirement, and therefore excluded from the requirements of Clause 52.06-7, Council has requested a Car Parking Demand Assessment to support the proposal.

Accordingly, an empirical assessment of car parking demand was undertaken within the surrounding precinct during the period of Monday 21 July to Wednesday 23 July at seven intervals across peak and non-peak periods.

To assist with data collection and to ensure validity of data, the study area was broken down to nine segments, as described below.

Area	Description
A	Subject land
B	Rear of 325 Main Street
C	Rear of 182 Macleod Street
D	Ligar Street east, between Main Street and Macleod Street
E	Ligar Street west, between Main Street and Macleod Street
F	Main Street westbound, west of Ligar Street to Colonial Motel, south side
G	Main Street westbound, west of Ligar Street to Colonial Motel, north side
H	Main Street westbound, between Grant Street and Ligar Street, south side
I	Main Street westbound, between Grant Street and Ligar Street, north side



Study area (Source: Google Earth)

The following table compiles the data from our collection process.

Day & Time	A	B	C	D	E	F	G	H	I
21/07/25 @ 12:00pm	8	4	8	1	1	7	5	9	7
21/07/25 @ 4.00pm	5	7	10	0	0	7	4	7	6
22/07/25 @ 1.00pm	11	4	7	0	0	5	7	10	6
22/07/25 @ 2.20pm	11	7	8	1	0	5	8	12	5
22/07/25 @ 6.00pm	6	2	4	0	0	1	2	2	0
23/07/25 @ 8.30am	5	4	1	2	0	5	2	5	3
23/07/25 @ 10.30am	12	4	12	2	0	5	4	12	3

Where parking spaces were occupied by trailers or boats on trailers, these were included within the count, given they resulted in the unavailability of that space for the parking of a vehicle.

In analysing the data, we have adopted the following bands for characterisation of occupancy

0-59%	60-69%	70-79%	80-89%	90-100%
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The number of available car parking spaces has been conservatively estimated based on the following assumptions:

- That the verge adjoining each property with frontage to Main Street has capacity for the parking of two vehicles
- The number of parking spaces available on the northern side of Main Street presumes a length of 6.7m per space, as per Table 2 to Clause 52.06-9
- On street parking on the eastern side of Ligar Street would be limited to the three indented parking bays
- Ad hoc on street parking on the western side of Ligar Street would provide a maximum of three parking spaces.

The following table expresses car parking occupancy as a percentage of available parking, using the coloured classification described above.

Area	21/7 @12pm	21/7 @4pm	22/7 @1pm	22/7 @ 2.30pm	22/7 @6pm	23/7 @ 8.30am	23/7 @ 10.30am	Average occupancy
A	53.33	33.33	73.33	73.33	40	33.33	80	55.24
B	57.14	100	57.14	100	28.57	57.14	57.14	65.31
C	53.33	66.67	46.67	53.33	26.67	6.67	80	47.62
D	33.33	0	0	33.33	0	66.67	66.67	28.57
E	33.33	0	0	0	0	0	0	4.76
F	87.5	87.5	62.5	62.5	12.5	62.5	62.5	62.5
G	35.71	28.57	50	57.14	14.29	14.29	28.57	32.65
H	56.25	43.75	62.5	75	12.5	31.25	75	50.89
I	58.33	50	50	41.67	0	25	25	35.71

The following table summarises the results based on the fire aforementioned bands, demonstrating the fast majority of locations surveyed fell within the lowest classification of parking demand.

0-59%	60-69%	70-79%	80-89%	90-100%
43/63	10/63	4/63	4/63	2/63
68.25%	15.87%	6.35%	6.35%	3.17%

Average occupancy across the study area ranged between 4.76% to 65.31%, indicating high levels of vacancy. The results of this assessment are considered to provide sound justification that the provision of on site car parking will continue to satisfy parking demand for the subject land.

6.3 Signs

Signage associated with the proposed change of use will be reduced from that previously displayed on site, now limited to the free standing sign structure in the north-western corner of the site. indicates

Signage affixed to the northern elevation below the gable end has been removed, as has signage displayed within the windows associated with the former real estate use.

Historic photography indicates the free standing sign has been on site since 2017, updated over time to reflect the changing occupation of the office use occurring on the land.



Google Streetview image circa March 2017



Google Streetview image circa November 2022

Panels on the free standing sign have been updated to reflect the proposed use, with no increase in the area of business identification signage displayed on the structure.



Existing sign, as recently updated (Date of photo: 17 September 2025)

As the extent of business identification signage has decreased, and the renewal of the signage panels does not result in a different type of sign, the existing sign complies with the provisions of Clause 52.05-5, with no permit required.

7. Conclusion

The proposed use of domestic animal boarding (cattery) and removal of a restrictive covenant at 323 Main Street, Bairnsdale is considered to accord with all relevant provisions of the Mixed Use Zone and Car parking provisions of the East Gippsland Planning Scheme. The proposal is consistent with the Planning Policy Framework and the Municipal Planning Strategy and provides sufficient car parking onsite.

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

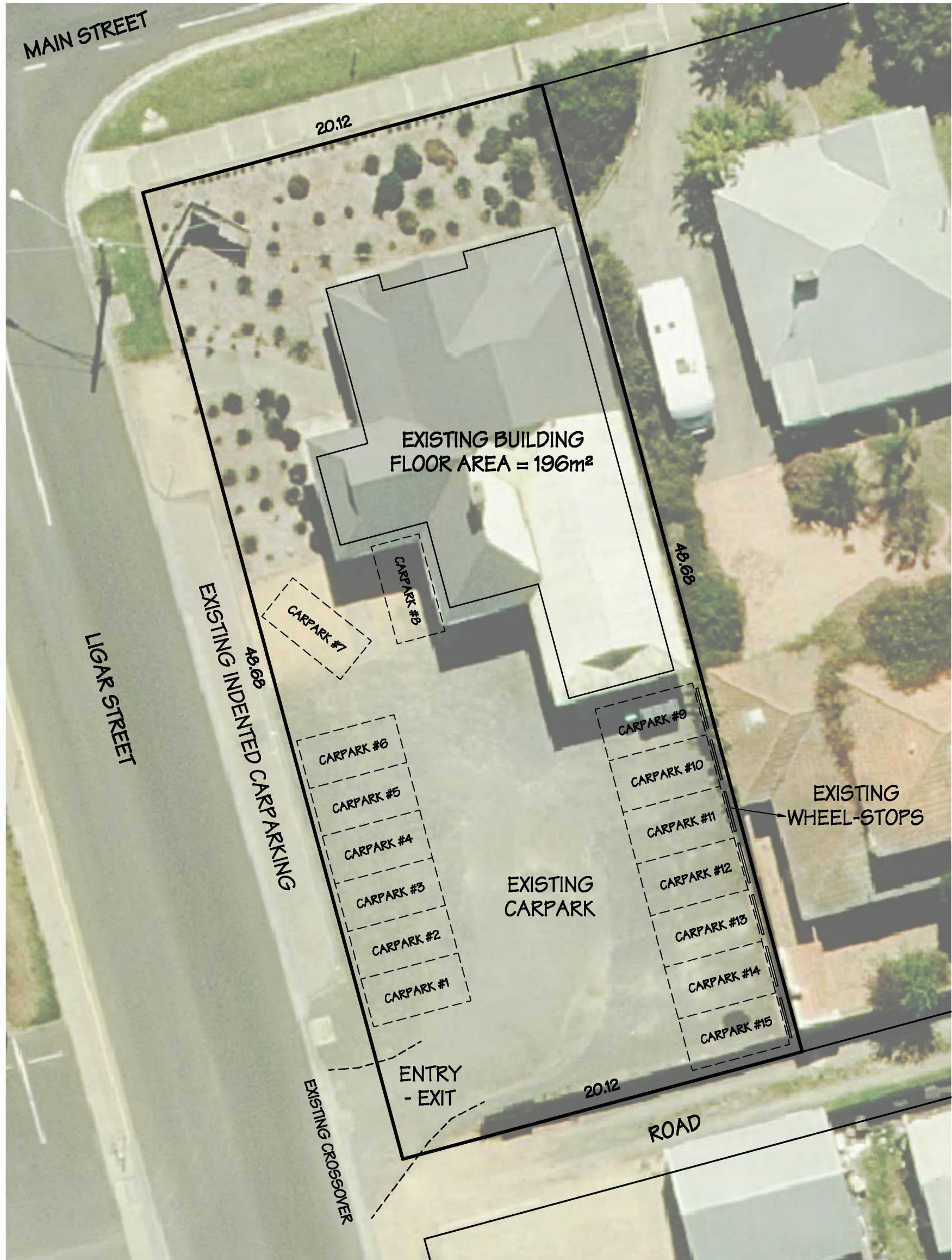
EXISTING CONDITIONS PLAN

PARISH OF BAIRNSDALE
CROWN PRE-EMPTIVE RIGHT (PART)
SECTION A

LOT 1 ON TP252716J

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MGA2020 ZONE 55



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FILENAME: Y:\21000-21999\21100-21199\21177 Main Street Vef\21177 Existing Conditions Plan.pro

323 MAIN STREET, BAIRNSDALE

SCALE (SHEET SIZE A3)

SURVEYORS REF.

1 : 200

21177

VERSION 1 - DRAWN 01/07/2025

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SITE PLAN

PARISH OF BAIRNSDALE
CROWN PRE-EMPTIVE RIGHT (PART)
SECTION A

LOT 1 ON TP252716J

- OFFICE = 65m²
- SHOP (ANIMAL GROOMING) = 27m²
- DOMESTIC ANIMAL BOARDING = 64m²
- COMMON AREA = 40m²
- PROPOSED ACCESS VIA EXISTING ROAD



MGA2020 ZONE 55

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FILENAME: Y:\21000-21999\21100-21199\21177 Main Street Vet\21177 Site Plan V4.pro

323 MAIN STREET, BAIRNSDALE

SCALE (SHEET SIZE A3)

SURVEYORS REF.

1 : 200

21177

VERSION 4 - DRAWN 24/07/2025