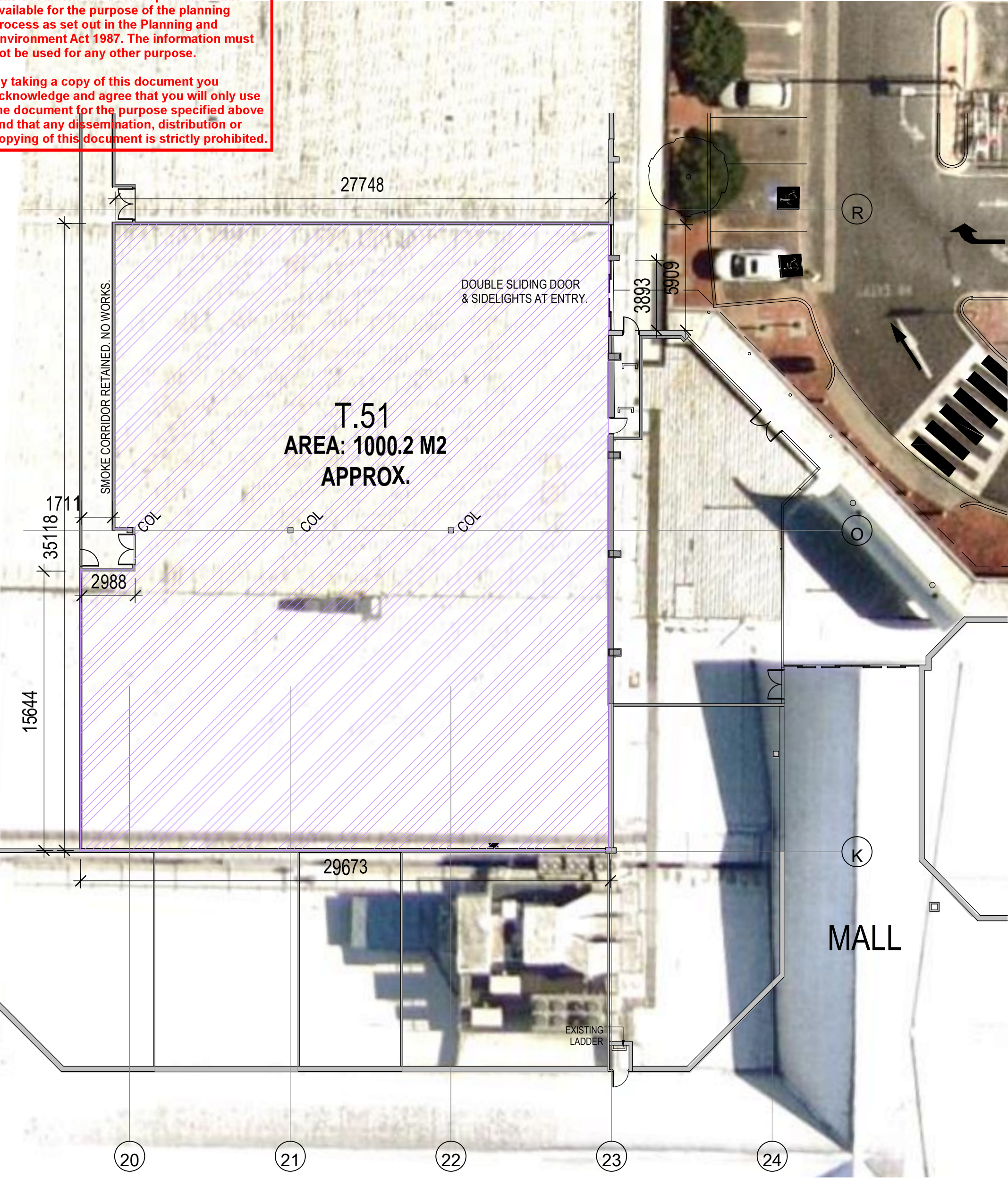


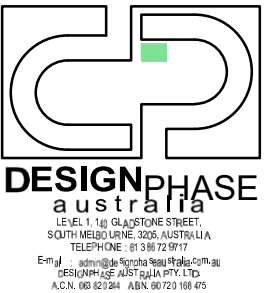
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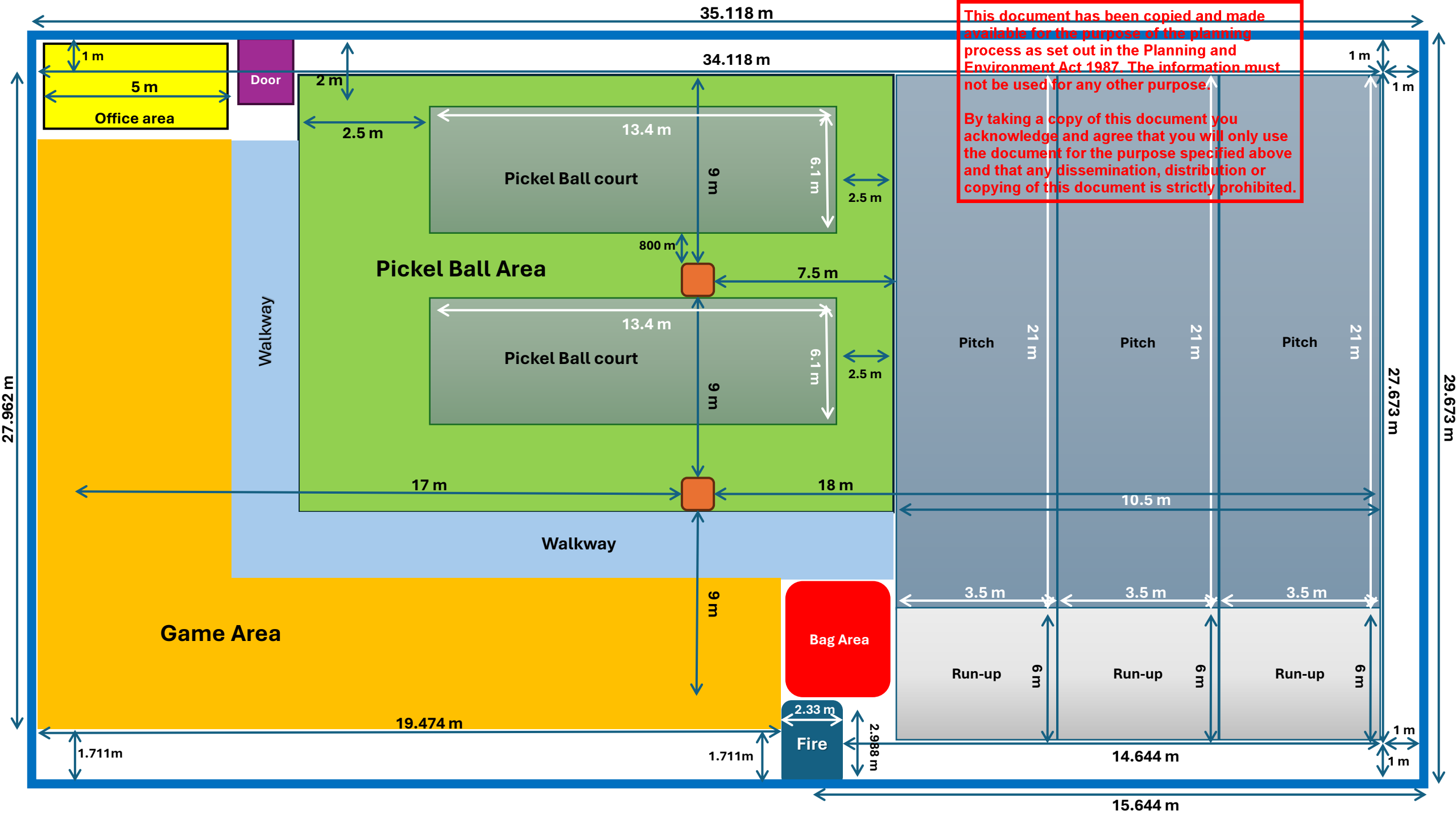
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# TENANCY T.51

SCALE:1:200@A3  
DIMENSIONS TO BE CONFIRMED ON SITE  
GIPPSLAND SHOPPING CENTRE, SALE.







# Use of land for an indoor recreation facility

## Town Planning Report

37-39 Cunninghame Street, Sale

Client

Issued  
31/7/2025

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Introduction

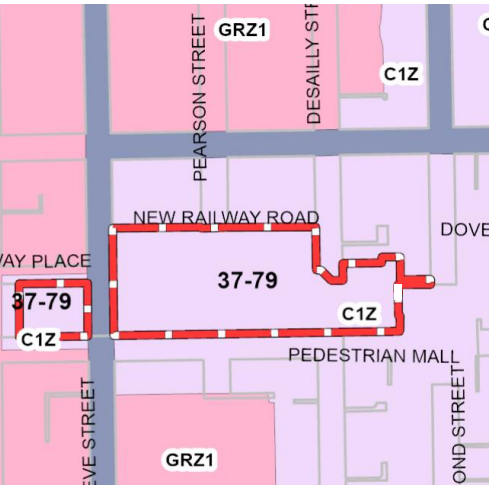
Beveridge Williams has been engaged by [REDACTED] to prepare and submit a planning permit application that seeks approval to change the use of Tenancy 'T.51' at 37-39 Cunninghame Street, Sale from retail to 'indoor recreation facility'.

This report demonstrates that the proposed change of use responds to the site's specific characteristics and is consistent with all relevant Planning Policies within the Wellington Planning Scheme.

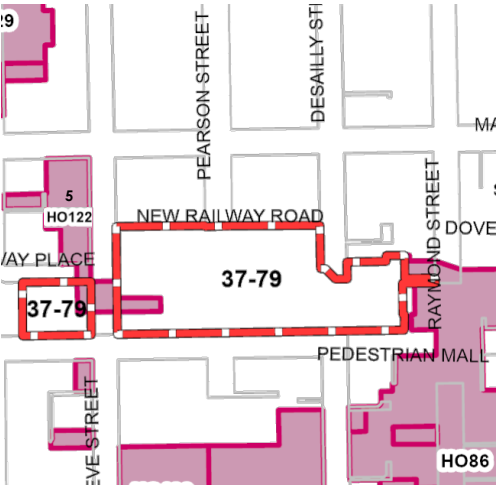
**Table 1** below provides an overview of the subject site and the permit application.

Table 1. Site & Application Details	
Address:	37-39 Cunninghame Street, Sale
Lot Details:	Plan of Consolidation No. 362242S
Title Particulars:	Volume: 10431, Folio: 728
Title Restrictions:	There are 4 x Section 173 agreements – see page 3. There are 13 easements running across the subject site and 1 appurtenant easement – see PC362242S below.
Area & services:	4.079 hectares formed across two parts – see PC362242S below. The site is flat and is connected to a full suite of reticulated services see page 5.
Strategy Plan:	Commercial Zone: Discourage non-commercial uses b/w Stawell & Foster Streets.
Zoning:	Commercial 1 – see below
Overlays:	Design & Development (Schedule 6) & Heritage (Schedules 86 & 125) – see below.
Permit Trigger:	<b>Clause 34.01-1:</b> A permit is required to use of C1Z land for 'indoor recreation facility'.
Improvements:	A large enclosed mall/shopping centre (Gippsland Centre) occupies the majority of the eastern part of the site. This shopping centre contains a large number of tenancies featuring 2 supermarkets, a department store, chain retail stores, food shops and speciality shops. It has pedestrian entries at the northeast, southeast, south and west sides. The western balance contains a bitumen carpark. There is also bitumen sealed roadways running along the northern perimeter, with easements of way over them. Details of the centre and Tenancy T.52 are provided on pages 3 & 4.

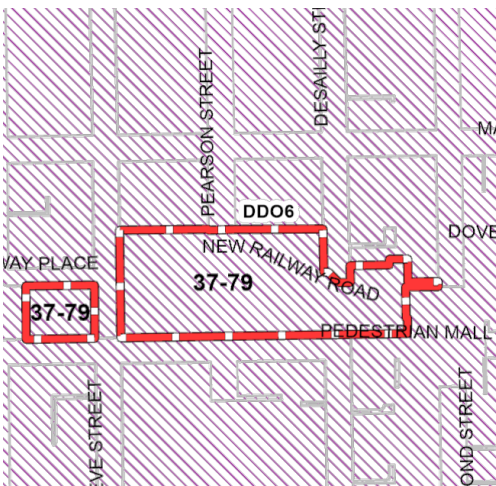
ZONING MAP



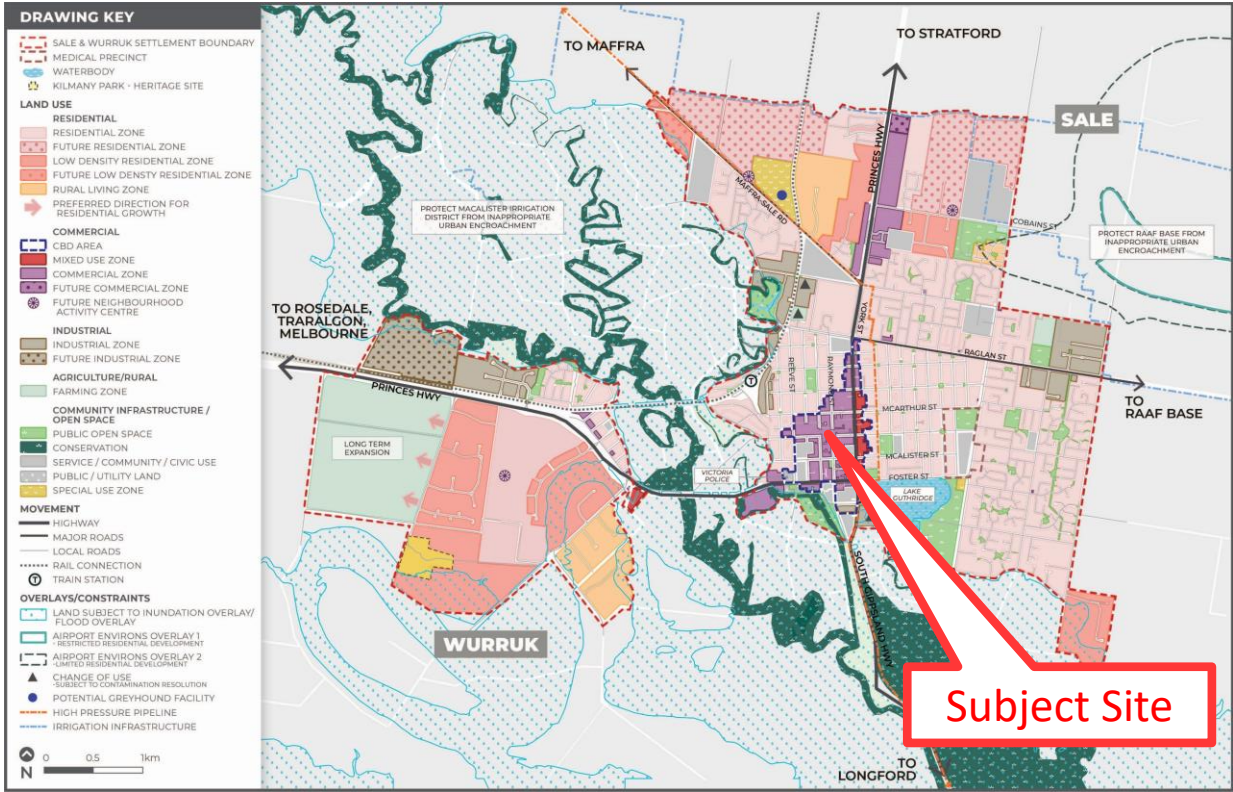
HERITAGE OVERLAY MAP



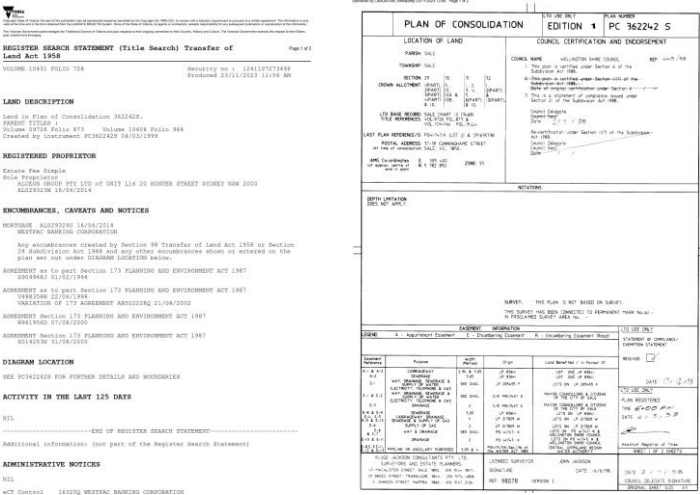
DESIGN & DEVELOPMENT OVERLAY MAP



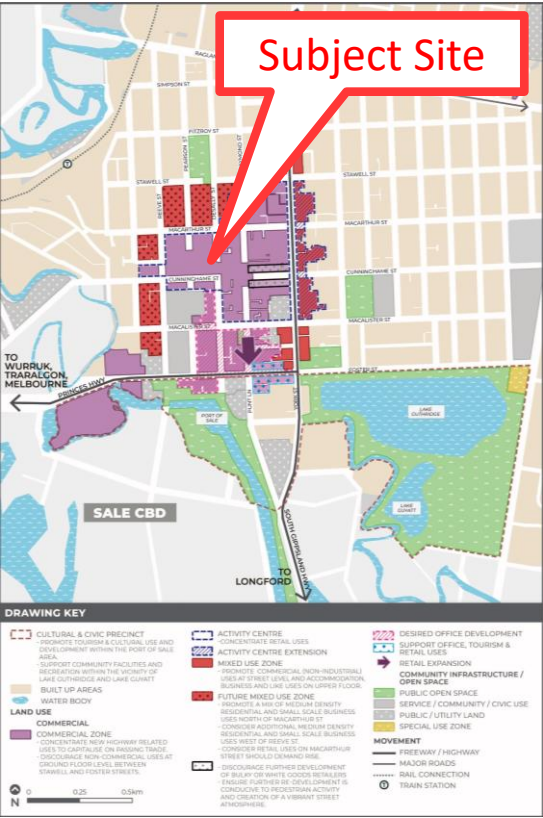
SALE & WURRUK STRATEGY PLAN



TITLE SEARCH STATEMENT & PC362242S



SALE CBD STRATEGY PLAN



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Section 173 Agreements:

Table 2 provides a summary of the pertinent aspects of the covenants made under the 4 Section 173 agreements that are registered on the title to the subject site:

Table 2. Section 173 Agreement Details				
Agreement No.:	X014253N	W961956D	V488358W	S909948J
Commencement Date:	31/8/2000	7/8/2000	22/6/1998	1/2/1994
Details:	Amends the agreement so that 13 of the southernmost carparks shown on the eastern side of Reeve Street are excluded and only the 'extended carpark' be included in the agreement.	Allows Council to enter the land and carry out any necessary infrastructure works in the event that Centre Management fails to.	Requires that the Centre maintain its carparking and not try to impose usage fees or fines, i.e. it has to remain free for public use. Council reserves the right to maintain the carpark at the Centres expense if it isn't done.	Requires the Centre to maintain the carparking on its land and adjacent land and not try to impose usage fees or fines, i.e. it has to remain free for public use. In turn, Council must maintain its public parking outside of the agreed area.

Agreement X014253N

4	Amendment of Principal Agreement
(a)	The parties agree that the Principal Agreement shall be amended to:
(i)	delete that part of the Centre Land to which Permit No.1485/98 applies from the operation of the Principal Agreement; and
(ii)	delete that part of the Council Land being the thirteen (13) most southern carparks shown on the eastern side of Reeve Street from the operation of the Principal Agreement; and
(iii)	include the extended carpark area in the description of the Centre Land; and
(iv)	reflect the changes outlined in (i)-(iii) above in the plan attached to the Principal Agreement.
(b)	The Principal Agreement shall:
(i)	cease to apply to that part of the Centre Land to which Permit No.1485/98 applies;
(ii)	cease to apply to that part of the Centre Land being the thirteen (13) most southern carparks shown on the eastern side of Reeve Street;
(iii)	apply to the extended carpark area.

Agreement W961956D

13	Perpetual covenants and agrees with the Responsible Authority as follows:
13.1	To indemnify the Responsible Authority for any loss suffered by it by reason of damage to any drain within the Easement or any obstruction to or the removal of any obstruction from any drain within the Easement which has occurred as a result of the Works.

Agreement W961956D (continued)

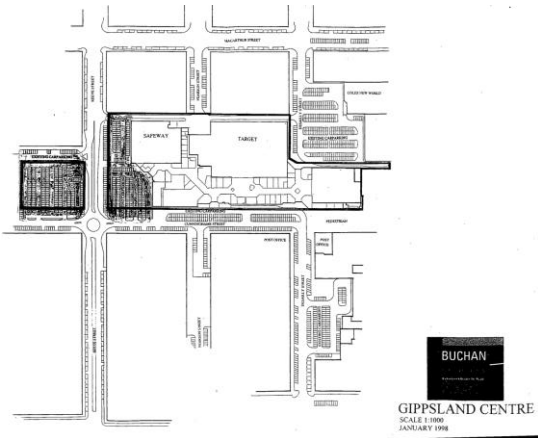
13.2	Subject to the Responsible Authority giving Perpetual and the occupier of the Land reasonable notice, to allow employees and agents of the Responsible Authority to enter upon the Land and the Works during business hours to such extent as may be reasonably necessary for the purpose of inspecting the drains.
13.3	To release and discharge the Responsible Authority from all liability (other than liability for negligence) for any loss which Perpetual may at any time sustain whether by reason of damage to buildings, plant, equipment, chattels or otherwise resulting from the Responsible Authority requiring access to the drain within the Easement for the purposes of:  (a) clearing any blockages or other maintenance of such drain;  (b) repairing such drain if it becomes necessary to do so, to the extent that such works cannot be carried out without disturbing the surface of the Easement.  Provided that if it is necessary to disturb the Works, for the purpose of gaining such access the Responsible Authority shall give Perpetual, Mirvac and the occupier 21 days notice to enable the Works to be relocated.
13.4	If Perpetual fails to relocate the Works within 21 days after notice is given by the Responsible Authority under 12.3, the Responsible Authority may enter upon the Land and relocate the Works. The reasonable costs of relocating the Works shall be a liquidated debt due and payable to the Responsible Authority within 28 days after written demand for payment is made by the Responsible Authority.
13.5	To indemnify the Responsible Authority against all actions, claims or demands whatsoever by any person or corporation arising out of or resulting from the carrying out of the Works.
13.6	To pay to the Responsible Authority any additional costs incurred in inspecting, constructing or maintaining the drain as a result of the Works being constructed over the Easement.
13.7	To design the Works so that the drain in the Easement will not be adversely affected.
13.8	That this agreement does not constitute a permit under the Act, or any other statute or regulation and does not absolve Perpetual from complying with any statute or regulation.

W961956D

Agreement V488358W

4	Covenants by Owner
	The Owner covenants and agrees with the Council as follows:
(a)	the Owner shall not without the prior written consent of the Council:
(i)	use the car parks on the Centre Land for any purpose other than public car parking;
(ii)	levy any fees or charges in respect of the use of the car parks on the Centre Land.
(b)	the Owner shall at all times operate, maintain and keep clean and tidy and keep lit during the opening hours of the Centre the car parks on the Centre Land and on the Adjacent Land.
(c)	the Owner shall, at its expense, repair and replace as may be required the surface of the car parks on the Centre Land and on the Adjacent Land.
(d)	the Owner shall indemnify and keep the Council indemnified against all actions, claims, demands, costs and expenses, losses and liabilities which may be made against or incurred or suffered by the Council under or pursuant to this agreement in respect of the car parks on the Centre Land or on the Adjacent Land to the extent that such actions, claims, demands, costs and expenses, losses and liabilities arise from any failure by the Owner to carry out its obligations pursuant to this agreement.

5	Covenants by Council
(a)	The Council warrants that all car spaces on the Adjacent Land and Council Land are situated on land owned or controlled by the Council.
(b)	The Council must ensure that all of the car parking spaces on the Adjacent Land, and the Council Land coloured orange on the attached plan, together with not less than 487 car parking spaces on the Council Land coloured yellow on the attached plan remain at all times available for car parking. The Council acknowledges that any closure of those car parking spaces for line marking and repair work or temporary restriction on hours of availability by imposed parking controls will not constitute a breach of any obligation imposed on the Owner, whether under this agreement or the Permit.
(c)	In relation to those car parking areas on Council Land the Council agrees that:
(i)	the Council shall manage, keep in repair and keep clean and tidy the relevant parking areas;
(ii)	for so long as one or both of Target Australia Pty Ltd and Australian Safeway Stores Pty Ltd and their successors and assigns are in occupation of parts of the shopping centre under leases current as at the date of this agreement (including the period of any further term or terms) the Council agrees not to impose any rate, tax or charge or special rate, tax or levy on or in relation to the parking areas;
(iii)	for so long as one or any of Target Australia Pty Ltd, Australian Safeway Stores Pty Ltd and Coles Supermarkets Australia Pty Ltd and their successors and assigns are in occupation of parts of the Centre under leases or agreements to lease current as at the date of this agreement (including the period of any further term or terms), unless otherwise agreed, neither the Owner nor any lessee of the Centre Land shall be required to pay or reimburse any charge, special rate, tax or levy or contribute to maintenance or other costs in relation to the parking areas;
(iv)	the Council must keep open and lit those parts of the parking areas requested by the Owner to be open and lit for the hours during which the Centre shall be open for trading; and
(v)	the Council must, at its expense, repair and replace as may be required the surface of the car parks on the Council Land.



Agreement S909948J

4	COVENANTS BY OWNER
	The Owner covenants and agrees with the Council as follows:
(a)	the Owner shall not without the prior written consent of the Council:
(i)	use the car parks on the Centre Land for any purpose other than public car parking;
(ii)	levy any fees or charges in respect of the use of the car parks on the Centre Land.
(b)	the Owner shall at all times operate, maintain and keep clean and tidy and keep lit during the opening hours of the shopping centre the car parks on the Centre Land and on the Adjacent Land.
(c)	the Owner shall indemnify and keep the Council indemnified against all actions claims demands costs and expenses losses and liabilities which may be made against or incurred or suffered by the Council under or pursuant to the Agreements in respect of the car parks on the Centre Land or on the Adjacent Land to the extent that such actions claims demands costs and expenses losses and liabilities arise from any failure by the Owner to carry out its obligations pursuant to this agreement.

5	COVENANTS BY COUNCIL
(a)	The Council warrants that all car spaces shown on the Plan other than car spaces on the Centre Land are situated on land owned or controlled by the Council.
(b)	The Council agrees to use its best endeavours to ensure that all car parking spaces in the area coloured yellow on the Plan together with those car parking spaces on the Adjacent Land shall remain at all times available for car parking and shall be included in the calculation of car parking spaces required under the Permit. The Council acknowledges that any closure of those car parking spaces for line marking and repair work will not constitute a breach of any obligation imposed on the owner, whether under this Agreement or the Permit.
(c)	In relation to those car parking areas not on the Centre Land or the Adjacent Land the Council agrees that:
(i)	the Council shall manage, keep in repair and keep clean and tidy the relevant parking areas;
(ii)	for so long as one or both of Target Australia Pty Ltd and Australian Safeway Stores Pty Ltd and their successors and assigns are in occupation of parts of the shopping centre under leases current as at the date of this Agreement (including the period of any further term or terms) the Council agrees not to impose any rate, tax or charge or special rate tax or levy on or in relation to the parking areas;
(iii)	for so long as one or both of Target Australia Pty Ltd and Australian Safeway Stores Pty Ltd and their successors and assigns are in occupation of parts of the shopping centre under leases current as at the date of this Agreement (including the period of any further term or terms), unless otherwise agreed, neither the Owner nor any lessee of the Centre Land or any part of the Centre Land shall be required to pay or reimburse any charge special rate tax or levy or contribute to maintenance or other costs in relation to the parking areas;
(iv)	the Council shall keep open and lit those parts of the parking areas requested by the Owner to be open and lit for the hours during which the Centre shall be open for trading; and
(v)	without limiting the foregoing, the Council shall otherwise comply with its covenants and obligations contained in the agreement dated 20 August 1984 and made between the Council, Target Australia Pty Ltd and Sale Station Development Pty Ltd in relation to car parks on inter alia the Council Land and the Centre Land save to the extent that such covenants and obligations are in respect of matters which are obligations of the Owner under this agreement.
(e)	Subject to the indemnity given by the Owner in clause 4(c), the Council shall remain bound by the Agreements notwithstanding the entry of the Council and the Owner into this agreement.
(f)	Without limiting clause 5(c)(ii), the Council agrees that for so long as one or both of Target Australia Pty Ltd and Australian Safeway Stores Pty Ltd and their successors and assigns are in occupation of parts of the shopping centre under leases current as at the date of this Agreement (including the period of any further term or terms) it shall not impose any rate, tax or charge or any special rate, tax or levy on or in relation to any of the parking areas shown on the Substitute Plan including without limitation those parking areas situated on the Centre Land.

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Tenancy T.51:

Tenancy T.51 is located on the west side of the northeast entrance/exit door. It has floor area of 1,000.2m<sup>2</sup> formed in a roughly rectangular shape, with access via a front door to DeSailly Street and a rear door to a corridor shared with tenancy T.52.

AERIAL PHOTOGRAPH OF THE SUBJECT SITE (OUTLINED YELLOW) WITH THE 4 ENTRY POINTS AND TENANCY T.51 OUTLINED RED



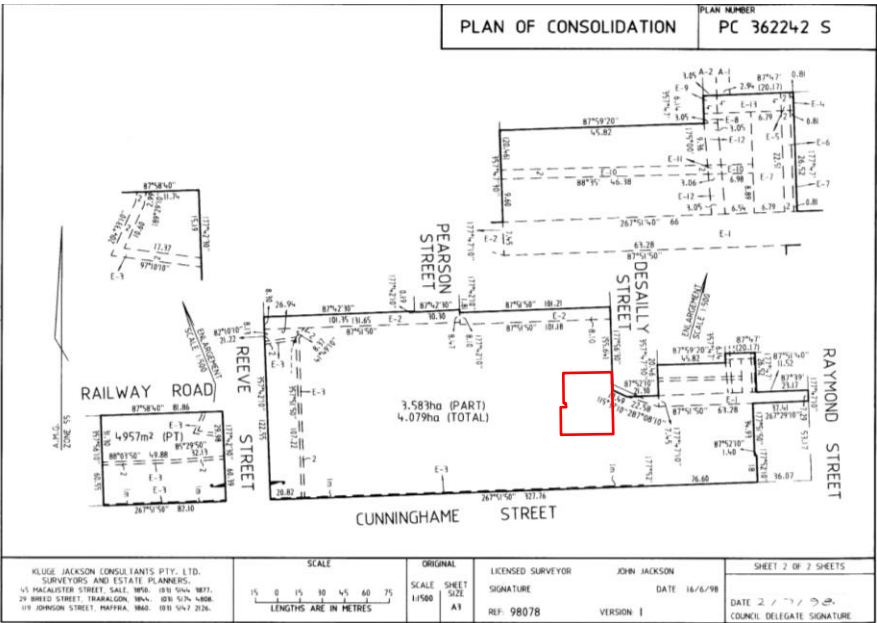
STREETSCAPE VIEW OF THE ENTRANCE TO TENANCY T.51 FROM DESAILLY STREET LOOKING SOUTHWEST



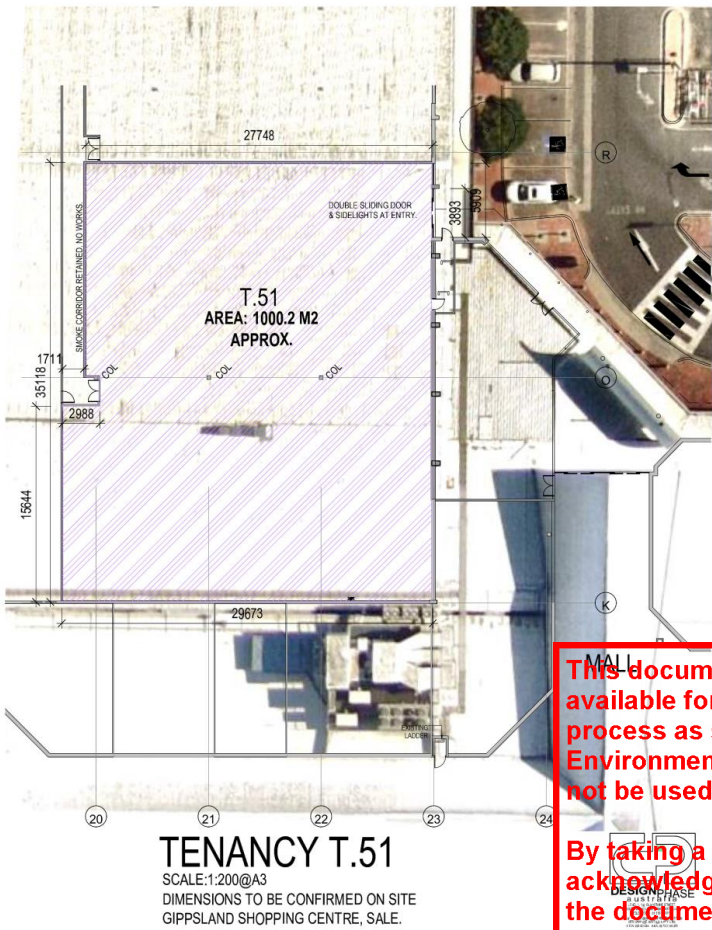
VIEW OF THE DOORWAY TO TENANCY T.51 FROM DESAILLY STREET



THE LOCATION OF TENANCY T.51 OUTLINED RED ON PC362242S



AERIAL PHOTOGRAPH WITH THE LAYOUT OF TENANCY T.51 OVERLAID



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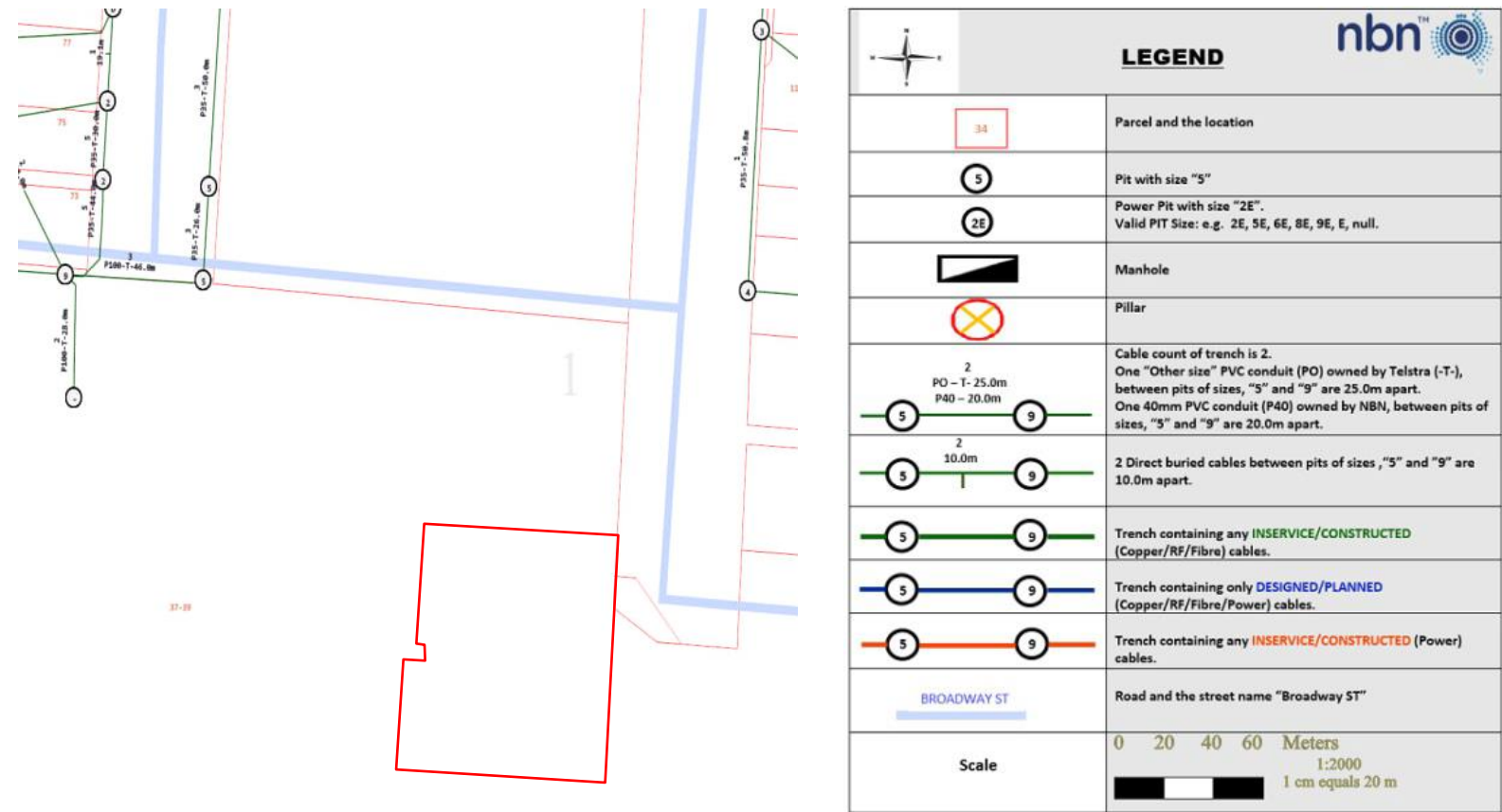
Reticulated Services:

Tenancy T.51 enjoys access to a full suite of reticulated services as part of the connections available within the Gippsland Centre Sale. As can be seen in the images on this page, it is not traversed by any authority-owned service cables or pipelines.

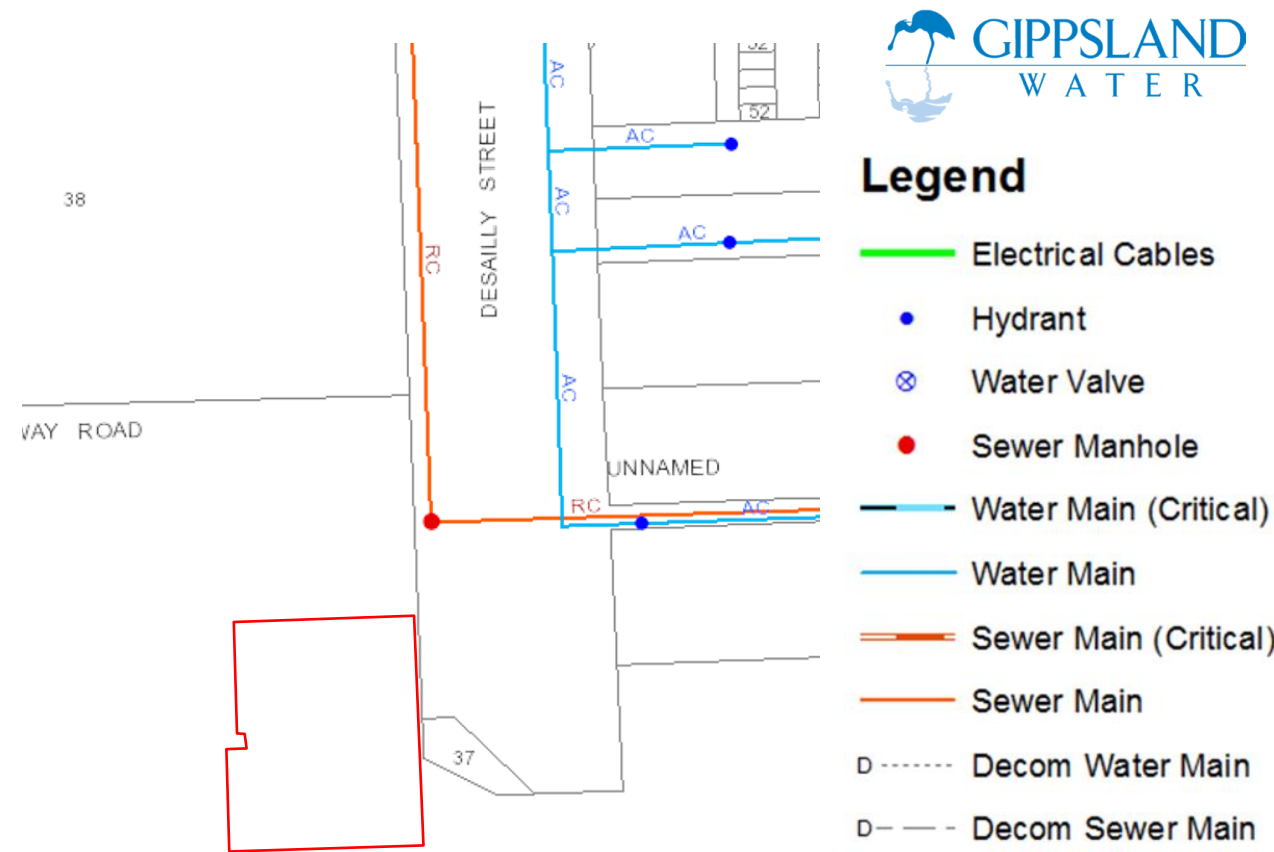
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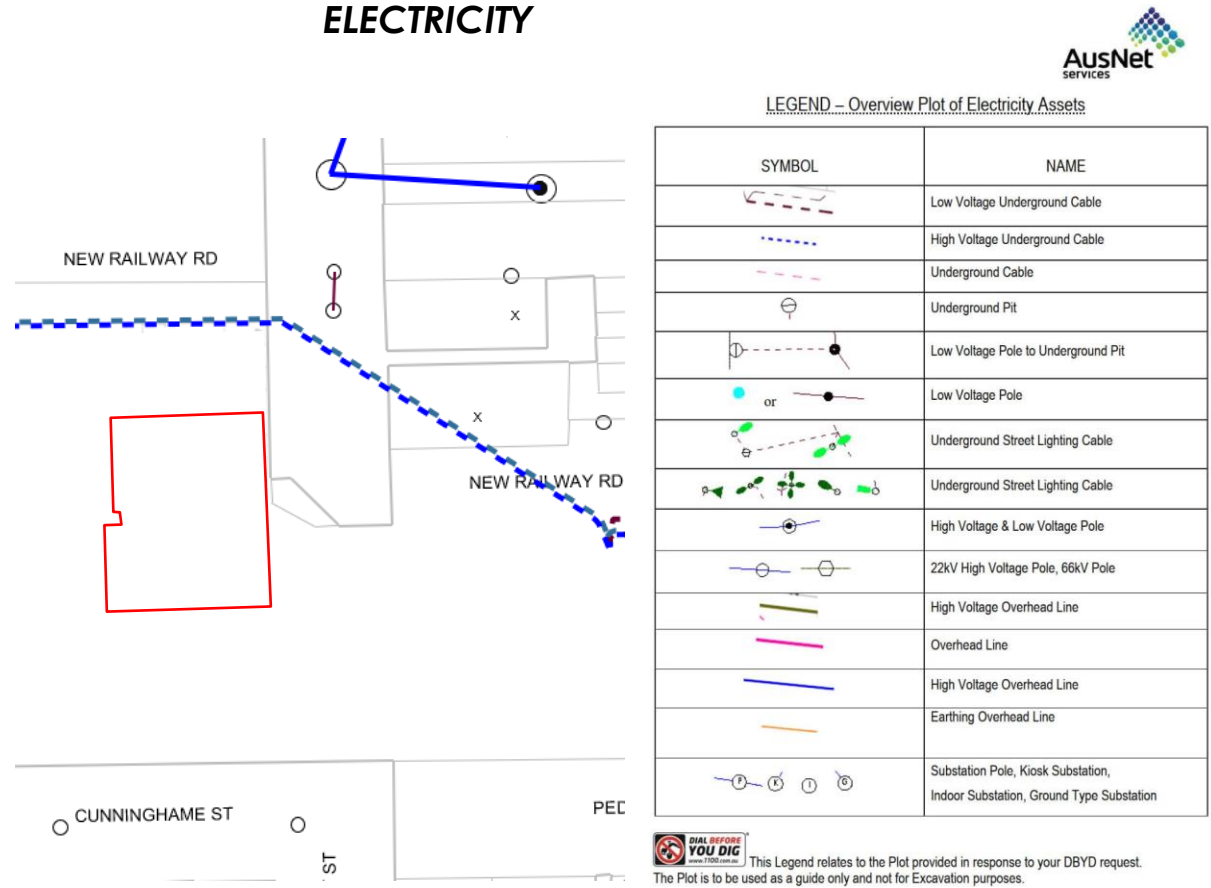
TELECOMMUNICATIONS



SEWER & WATER MAINS



ELECTRICITY





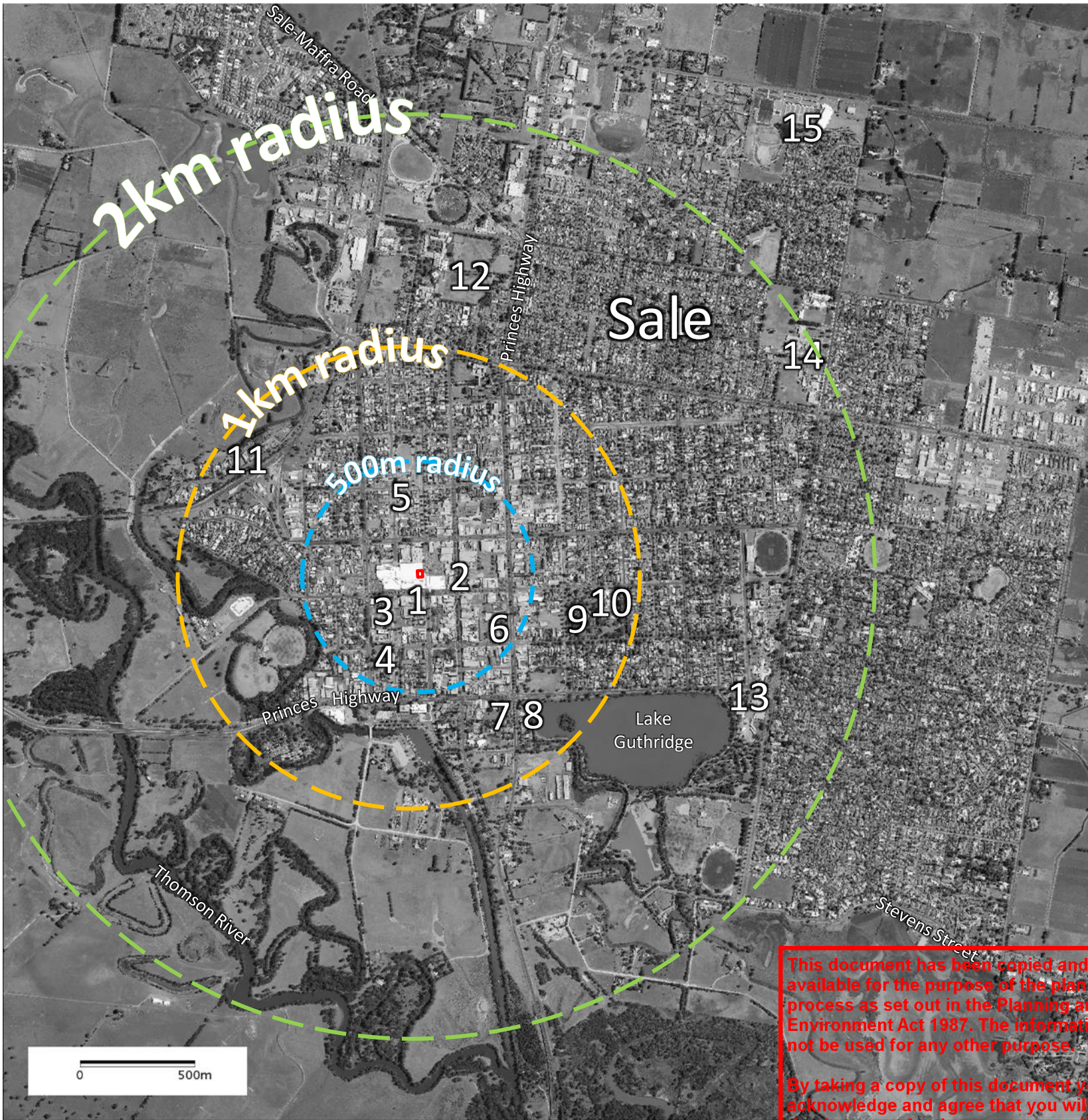
Location of the site within the context of Sale:

Gippsland Centre Sale sits at the western side of Sale's commercial activity centre. It's proximity to key facilities across the township is shown in the map opposite.

Map Key:

Facility Number	Facility	Distance from the subject site
1	Public Bus Stop	30 metres
2	Raymond Street (Sale's Main Street)	50 metres
3	Secondary School	70 metres
4	Primary School	300 metres
5	Active/Passive Recreation Reserve	400 metres
6	Secondary School	450 metres
7	Primary School	600 metres
8	Active/Passive Recreation Reserve	700 metres
9	Passive Recreation Reserve	800 metres
10	Primary School	900 metres
11	V/Line Train Station	950 metres
12	Secondary School	1.3 kilometres
13	Indoor/outdoor pool & gymnasium and active/passive outdoor recreation precinct	1.8 kilometres
14	2 x Primary + 1 Secondary School	2 kilometres
15	Regional indoor sports complex and outdoor netball courts & hockey pitches	2.5 kilometres

MAP SHOWING THE PROXIMITY OF THE SUBJECT SITE TO SALE'S KEY FACILITIES



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**Surrounding Properties:**

The subject site abuts:

- Railway Place along its 564.76 metre long, dog-legged north boundary for a distance of 81.86 metres at the west end. This road reserve has a width of approximately 20 metres and accommodates a two-way, un-marked, bitumen sealed road pavement with concrete barrier kerb and channel drainage down both sides and indented parking bays and a concrete footpath running along the north side. It intersects with Reeve Street at its east end;
- Crown Allotment 2023, Township of Sale, along the boundaries of its two separate parts. This land has area of approximately 1,810m<sup>2</sup> formed in a rectangular shape. It accommodates Reeve Street, which is a two-way bitumen road that is divided by a landscaped central median strip. It has concrete barrier kerb and channel drainage down both sides. This road is under the management of Department of Transport. It terminates at a T-intersection with Raglan Street 1km to the north and Foster Street 460m to the south;
- Reeve Street road reserve for a distance of 62.16 metres on the north side of the abuttal with CA2023. This road reserve is described above;
- 70 Reeve Street for a distance of approximately 50 metres on the west side of the centre of its north boundary. This property has area of approximately 920m<sup>2</sup> formed in a rectangular shape. It accommodates a physiotherapy clinic that has a bitumen carpark at the rear with access via a driveway in the subject site;
- 73 Pearson Street for a distance of approximately 50 metres near the centre of the north boundary. This property has area of approximately 730m<sup>2</sup> formed in a rectangular shape. It accommodates a medical clinic that is housed in a concrete tilt-slab building at the rear of the land. A concrete carpark is located in the front setback with access to it via a crossover to Pearson Street;
- Pearson Street road reserve for a distance of 30.3 metres at the centre of the north boundary. This road reserve accommodates a two-way, bitumen road with concrete barrier kerb and channel drainage and angled, on-street parking down both sides. There is a concrete footpath and street trees on the west side;
- 38-50 Macarthur Street for a distance of 101.21 metres on the east side of the centre of the north boundary. This property has



**VIEW LOOKING NORTHEAST ACROSS COLES CARPARK FROM THE NORTHEAST ENTRANCE TO GIPPSLAND CENTRE**



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**Surrounding Properties (continued):**

- area of approximately 8,100m<sup>2</sup>. It accommodates a hardware store within a building that takes up the majority of the site, apart from an associated nursery on the north side. Vehicle access is available via 2 crossovers to Pearson Street;
- Desailly Street for a distance of 107.89 metres on the east side of the centre of the north boundary. This road reserve has a width of 30m it accommodates a two-way, bitumen sealed road. It has a broad brick paved footpath with indented parking on the west side and 90° carparks on the east side forming part of what is colloquially known as the 'Coles Carpark'. Details of this carpark can be seen on page 9;
  - Lot 1 on TP110516 and Lot 1 on TP383912 for a distance of 72.13 metres near the east end of the north boundary. These properties form part of a 1,530m<sup>2</sup> irregular shaped property with 6 titles that accommodate portion of the Coles Carpark;
  - 317-325 Raymond Street for a distance of 61.21 metres at the west end of the north boundary. This property accommodates a 2-storey brick building that was formerly used as a hotel, but is now a pet shop, with an appliance rental call centre upstairs. It fronts onto Raymond Street, but also has pedestrian/vehicle access via the Coles' Carpark at the rear;
  - Raymond Street along its entire 7.29 metre long west boundary. This road reserve has a width of 30 metres and accommodates Sale's main street, i.e. Raymond Street, which is a two-way bitumen road that is divided by a central median strip. It has concrete barrier kerb and channel drainage and footpaths down both sides. Like Reeve Street, it terminates at a T-intersection with Raglan Street 1km to the north and Foster Street 460m to the south;
  - 79A Cunninghame Street along its 501.6 metres, dog-legged south boundary for a distance 91.74 metres at the east end. This property has area of approximately 630m<sup>2</sup> formed in an irregular shape. It is vacant and enjoys frontage to the Sale Mall; and,
  - Cunninghame Street road reserve along the balance of the south boundary. This road reserve is developed with the Sale pedestrian mall along its eastern end and a two-way, bitumen sealed pavement along the remainder. There is indented parking along the south side and within divided bays in the middle of the road. It terminates at Thomson St. 500m to the west.

**AERIAL VIEW OF THE SUBJECT SITE (OUTLINED YELLOW) WITH TENANCY T.51 OUTLINED RED & SURROUNDING ROADS & PROPERTIES LABELLED**



**LOOKING SOUTH DOWN DESAILLY STREET**



**LOOKING NORTH UP DESAILLY STREET**



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AERIAL PHOTO OF PUBLICLY AVAILABLE CARPARKING SPACES WITHIN 200m OF TENANCY T.51 THAT ARE AVAILABLE WITHOUT HAVING TO WALK THROUGH THE SHOPPING CENTRE. TITLE PARTICULARS AND THE CADASTRAL LAYOUT OF THE 'COLES CARPARK' IS OVERLAID TO SHOW OWNERSHIP PATTERNS. ALL OTHER CARPARKS ARE ON-STREET.



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## The Proposal:

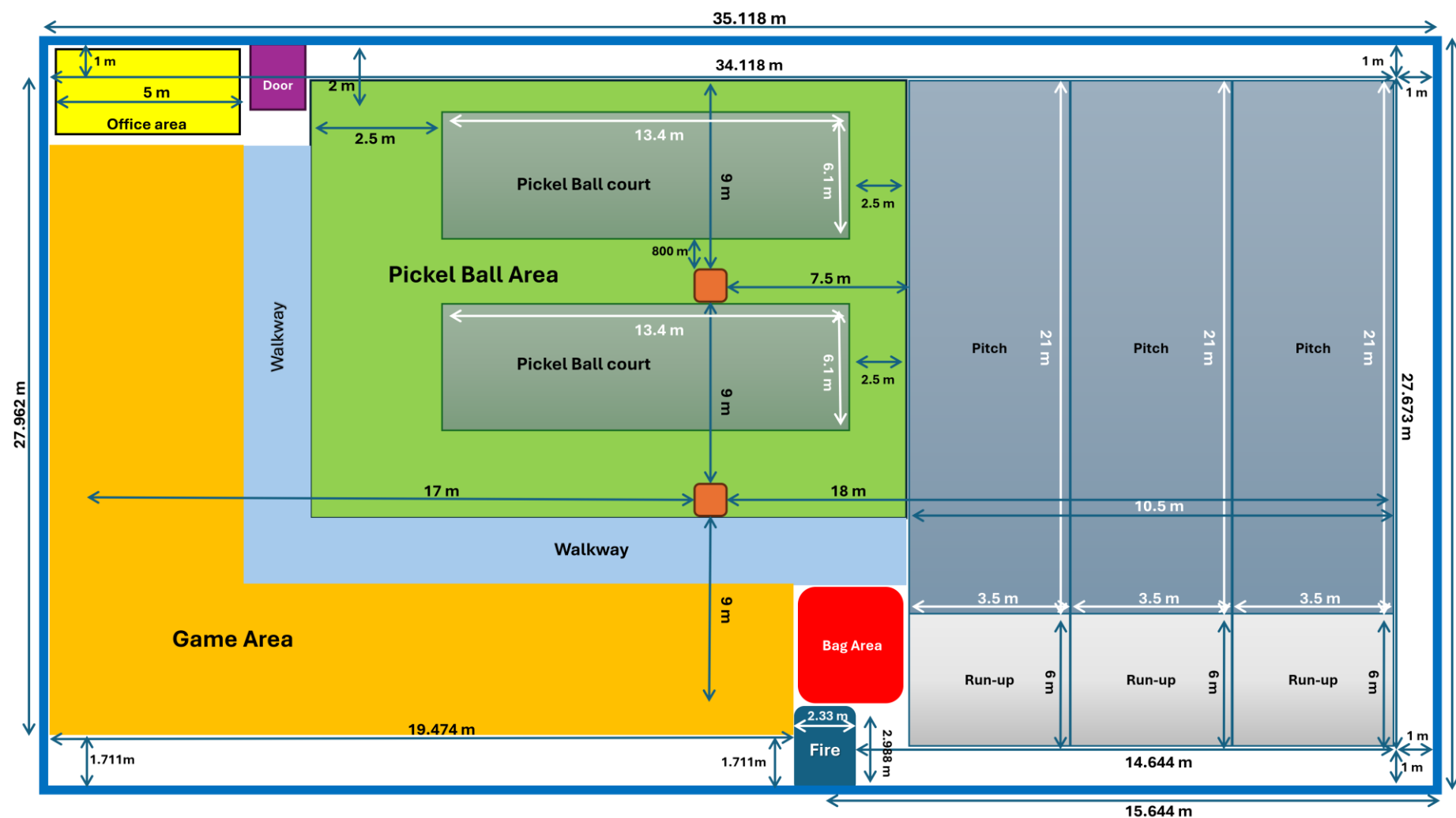
It is proposed to use Tenancy T.51 for an indoor recreation facility and amusement parlour. The facility will comprise:

- 2 Pickel Ball Courts & 3 indoor cricket pitches;
- An L-shaped 'Game Area' that will take up floor area of approximately 180m<sup>2</sup> and accommodate up to 20 arcade-style videogames units;
- A bag area adjacent to the rear entrance;
- An office area adjacent to the front entrance; and,
- A set of vending machines that will dispense packaged food & drink for patrons will be located in the Game Area.

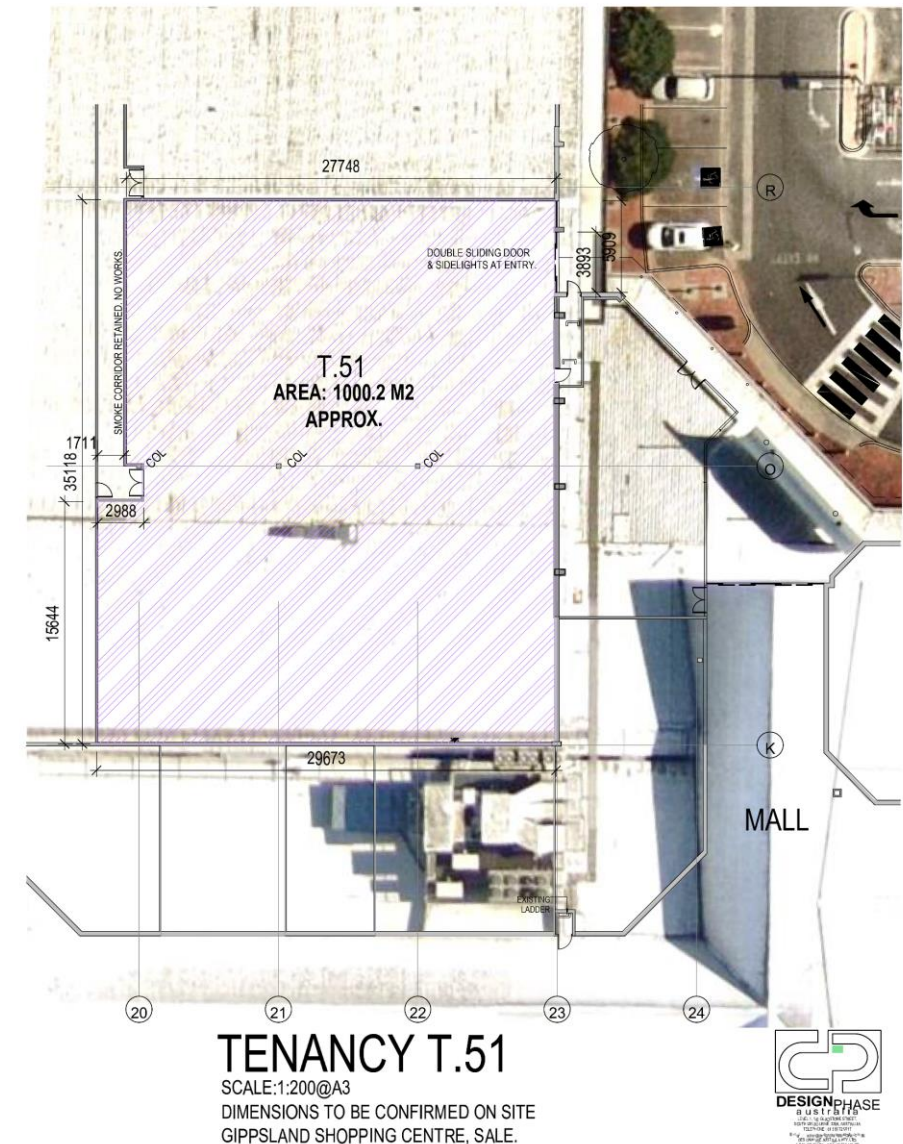
The facility will:

- Operate between 4pm and 8pm daily;
- Have up to 3 staff working at any given time;
- Have access to the toilet and changeroom facilities in the Gippsland Centre shopping centre via the rear door;
- Operate under an emergency management plan that is linked to that of the Gippsland Centre Sale;
- Be unlikely to generate a significant parking demand given most patrons are expected to be minors.

PROPOSED INTERNAL FLOORPLAN



EXISTING CONDITIONS



TENANCY T.51

SCALE: 1:200 @ A3  
DIMENSIONS TO BE CONFIRMED ON SITE  
GIPPSLAND SHOPPING CENTRE, SALE.



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Carparking Demand Assessment:

The proposed indoor recreation facility and amusement parlour is anticipated to attract a maximum of 20 vehicles at any given time between 4pm-8pm. The carparking ratio for an amusement parlour at **Clause 52.06** is 4 spaces per 100m², which equates to 7 spaces (180m² x 4/100m² = 7.2), while demand for the indoor sporting facilities, which doesn't have a ratio at **Clause 52.06**, is expected to peak at 15 cars, given most patrons are likely to be minors. There is an extremely high likelihood that this carparking will be associated with a multi-purpose trip, given the spread of entertainment offerings and proximity of the facility to a large multi-tenancy shopping centre. The subject site is also within easy walking distance of a public bus stop and bike racks. The longitudinal empirical analysis provided above demonstrates that there is ample free public carparking within easy walking distance of the proposed centre throughout peak attendance times, i.e. in the late afternoon and evening.

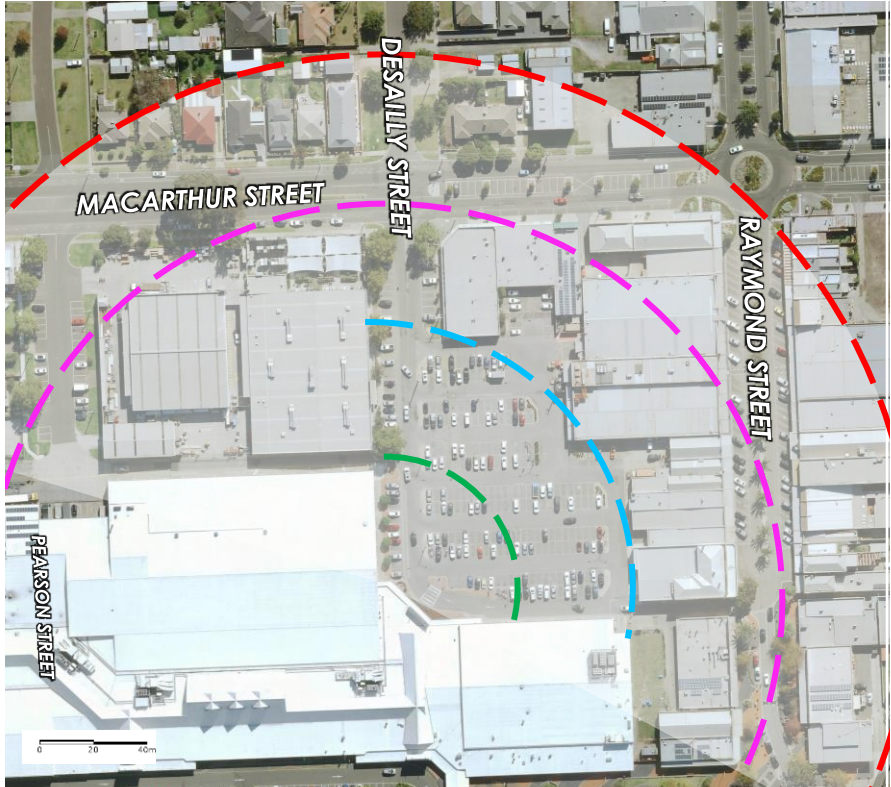
Tuesday: 20/10/2009



Saturday: 18/10/2014



Monday: 4/4/2021



Sunday: 8/1/2023



Saturday: 1/2/2025



Date:	Spaces available within setback from T.51			
	50m	100m	150m	200m
20/10/2009	15	92	102	129
18/10/2014	30	95	111	153
4/4/2021	47	138	180	229
8/1/2023	52	168	218	288
11/1/2024	61	246	320	408
1/2/2025	32	182	230	308
Averages:	39.5	153.5	193.5	252.5

Table 1: Count of available parking spaces within specified setbacks of the proposed new facility over the last 15.5 years

LEGEND:

- 50m radius from subject site:
- 100m radius from subject site:
- 150m radius from subject site:
- 200m radius from subject site:



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**Planning Assessment::**

**Planning Policy Framework & Municipal Strategic Statement:**

The Gippsland Regional Growth Plan recognises Sale as a Regional Centre in which growth is promoted – see opposite.

As shown previously, the subject site is located within Sale's CBD and is in close proximity to schools, recreation reserves and public transport.

The proposal involves the change of use of a vacant tenancy at the northern edge of an existing enclosed shopping centre. This tenancy has direct access to a large carpark that adjoins the facility, with further on-street public parking in surrounding streets. The proposed use is an indoor recreation facility and amusement parlour that will operate from 4pm-8pm, 7 days a week. There will be both booked events and casual access.

This facility will provide passive surveillance of the adjoining carpark throughout the late afternoon and early evening and significantly improve the manner in which commercial facilities cater to the needs of younger residents.

An assessment of carparking indicates that there will be ample available parking to accommodate patrons within 100 metres of the facility at all times. So, the benefits of the facility will be predominantly positive.

As such, the proposal accords with the policy objectives of:

- **Clauses 11.01-1S, 11.01-1R & 11.03-1S** as it will support Sale in its role as the regional centre of the Gippsland Shire and create a new commercial business within the Central Activity District that can take advantage of its proximity to other complementary commercial uses, such as grocery. Moreover, the proximity to public transport will make the facility accessible to the target patrons, i.e. young people who don't own, or don't wish to use, a car;
- **Clauses 11.03-1L** as it will further concentrate commercial activity in the Activity Centre precinct and provide another active commercial frontage between Macarthur and Cunninghame Streets.

**The purpose of the zone and overlays:**

The proposed use complies with the purpose of **Clause 34.01** by co-contributing to the creation of a vibrant mixed use commercial centre.

The proposed use complies with the purpose of **Clause 43.02** by avoiding any building or works that will impact the RAAF Base – East Sale.

**Any matter required to be considered in the zone, overlay or other provision:**

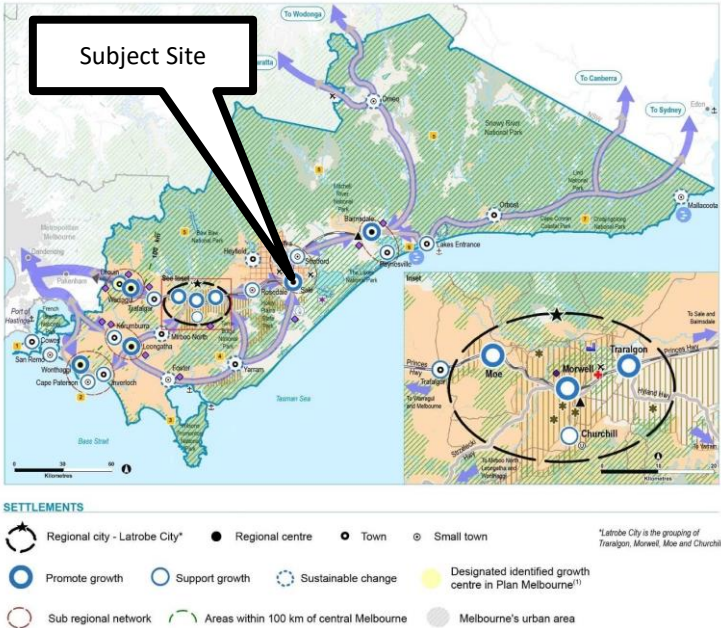
The proposal complies with the decision guidelines set out at **Clause 34.01** as it locates the new facility:

- where it's operation, which may include noise outside of daylight hours, will not impact any sensitive properties;
- in an existing building and relying upon existing carparking so as not to create any drainage issues;
- on a property that has access to a full suite of reticulated services; and,
- where it will enjoy access to ample existing public carparking to ensure that it does not create any traffic issues on surrounding roads.

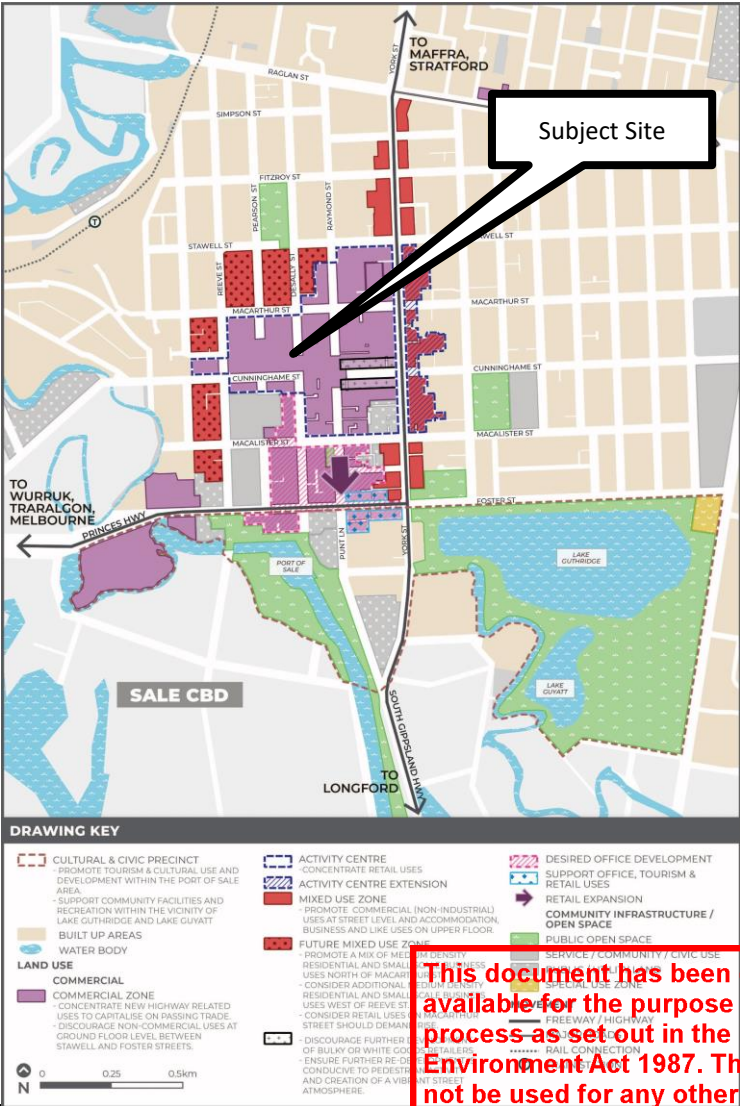
**Orderly Planning:**

The proposed use of the land for an indoor recreation facility and amusement parlour in a commercial precinct without any nearby sensitive land uses is appropriate insofar as it will create an active frontage and improve the passive surveillance of the Coles carpark area. Council has consistently granted planning permits in similar circumstances. So, approval will represent a consistent, or orderly approach to planning.

**WELLINGTON SHIRE STRATEGIC FRAMEWORK PLAN**



**SALE CBD STRATEGY PLAN**



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### Planning Assessment::

***The effect on the amenity of the area:***

As stated above, the proposed new facility will be set back a significant distance from the nearest sensitive land use. This will mitigate against any amenity impacts that may otherwise be caused by noise or light spill emitted by the facility.

***The proximity of the land to any public land.***

The subject site abuts a public carpark. However, it will not entail any new building or works. As such, the proposed new use will improve the manner in which the existing building addresses public land.

**Whether the proposed development is designed to maintain or improve the quality of stormwater within and exiting the site.**

As above.

***The extent and character of native vegetation and the likelihood of its destruction.***

The subject site does not accommodate any significant vegetation.

*The degree of flood, erosion/fire hazard associated with the location of the land & the use, development or management of the land so as to minimise any such hazard.*

The land is not recognised as being susceptible to flood, fire or erosion.

***The adequacy of loading and unloading facilities and any associated amenity, traffic flow and road safety impacts.***

The tenancy has existing loading and unloading associated with residential uses on site. As such, it will avoid creating unsafe traffic behaviour on Desailly Street.

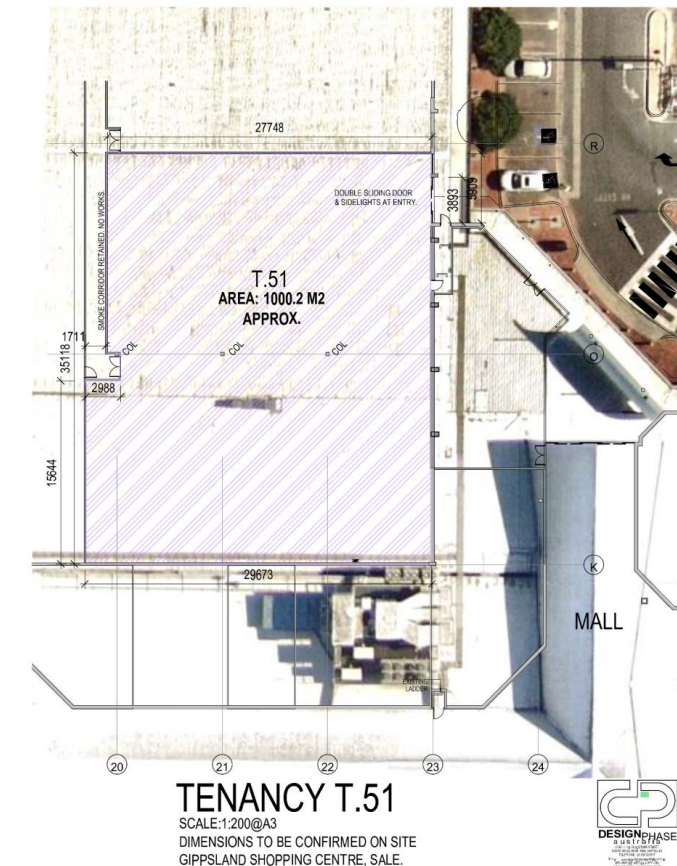
***The impact the use or development will have on the current and future development and operation of the transport system.***

As demonstrated on the Carparking Demand assessment on page 11, the proposed facility has easy access to public transport and bike racks and is within easy walking distance of ample public carparking to accommodate its likely patronage.

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## EXISTING CONDITIONS PLAN



### PROPOSED INTERNAL FLOORPLAN

