



Preston Rowe Paterson

International Property Consultants and Valuers



Residential Valuation Report

26 Gloucester Avenue, Woomelang VIC 3485



VALUATION REPORT



Property Address:	26 Gloucester Avenue, Woomelang VIC 3485
Instructing Party/Client:	LawyersAU 419/566 St Kilda Road Melbourne VIC 3004
Reliant Party:	LawyersAU
Purpose of Valuation:	Consultancy purposes and for no other purpose
PRP File Reference:	1041458
Date of Valuation:	24/02/2022
Date of Issue:	13/04/2022

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Liability limited by a scheme approved under Professional Standards Legislation

PRP Ref: 1041458

26 Gloucester Avenue, Woomelang VIC 3485



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1.0 EXECUTIVE SUMMARY

This Executive Summary must be read in context of and in conjunction with the full valuation report of which this Executive Summary forms part. All comments, terms and conditions contained in the full valuation report relate directly to this Executive Summary.

Property Address:	26 Gloucester Avenue, Woomelang VIC 3485				
Date of Inspection:	24/02/2022				
Date of Valuation:	24/02/2022				
Instructing Party/Client:	LawyersAU 419/566 St Kilda Road Melbourne VIC 3004				
Reliant Party:	LawyersAU				
Instructions:	To determine the 'As Is' Market Value of the subject property subject to Vacant Possession				
Purpose of Valuation:	Consultancy purposes and for no other purpose				
Basis of Valuation:	Market Value subject to Vacant Possession – 'As Is' as at Inspection Date				
Interest to be Valued:	Fee Simple with Vacant Possession subject to the Critical Assumptions, Terms and Conditions as noted in this report				
Property Description:	<p>The subject property comprises a 1,619 m² rectangular shaped Township Zone allotment situated approximately 350 metres south-east from the Woomelang post office in an established residential area on the north-eastern side of Gloucester Avenue. We note that there is a train line located opposite the property to the west.</p> <p>Constructed on the land is a detached single storey circa 1940 weatherboard dwelling with a CGI roof. The dwelling is in dilapidated condition and has been vandalised. In its current state, the dwelling is not considered to be suitable for rent and would require a significant level of work to bring it up to a rentable standard.</p> <p>The boundary fences, old shed and front verandah are also in poor condition.</p>				
Land Area:	1,619 m ²				
Dwelling Area:	135 m ²				
Registered Proprietor:	Rita Jeanne Watts as Sole Proprietor				
Title Details:	<u>Description</u>	<u>Unit/Lot</u>	<u>Plan</u>	<u>Volume</u>	<u>Folio</u>
	Freehold	Crown Allotment 12 Section 7 Township of Woomelang	TP351381M	04988	493
Encumbrances:	Mortgage to Bendigo Bank Ltd under Instrument Number AC389896M registered 08/10/2003.				
	Caveat lodged in favour of Yarriambiack Shire Council under Instrument Number AU488048A registered 23/06/2021.				
Encumbrances with Negative Impact:	Nil				
Zoning:	Township Zone				



Local Government Area:	Yarriambiack Shire Council
Details of Last Sale:	No previous sales in the past three years
Valuation Approach:	Summation
Market Value:	Market Value subject to Vacant Possession 'As Is' \$15,000 (Fifteen Thousand Dollars)

Critical Assumptions:	<ul style="list-style-type: none">• We assume that information provided by the Instructing Party at the time of inspection is correct and not misleading towards forming an understanding of the property for the purposes of this valuation;• We assume that the property is unaffected by any road resumption proposals;• The above land area has been taken from the Title Plan, which is replicated in Appendix B. Should a formal survey reveal otherwise, we reserve the right to reconsider our valuation herein;• We assume that the subject site as inspected is within Title boundaries and there are no encroachment issues;• We assume that the buildings have been constructed in accordance with applicable building regulations and issued permits and are not subject to any structural design defects, asbestos issues or pest infestation other than those referred to herein and taken into consideration in our 'As Is' valuation assessment. We recommend that the reader obtain a building report from a registered builder should these issues be of concern;• We assume that the property is free from any contamination issues;• As per our instructions, we have not inspected the dwelling internally, and so the internal accommodation was unable to be ascertained. Based on our external inspection, the dwelling appeared to be in poor condition; <p>Should any of these assumptions prove to be incorrect, we reserve the right to review our valuation.</p>
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Valuation Compliance Statement:	<p>Preston Rowe Paterson Horsham & Wimmera Pty Ltd confirms that:</p> <ul style="list-style-type: none">• The statements of fact presented in this report are correct to the best of the Valuer's knowledge.• The analyses and conclusions are limited only by the reported assumptions, terms and conditions.• The Valuer has no interest in the subject property.• The Valuer's fee is not contingent upon any aspect of the report.• The valuation was performed in accordance with an ethical code and performance standards.• The Valuer has satisfied professional education requirements.• The Valuer has experience in the location and category of the property being valued.• The Valuer has made a personal inspection of the property.• No one, except those specified in this report, has provided professional assistance in preparing the report. <p>We confirm that neither Preston Rowe Paterson Horsham & Wimmera Pty Ltd nor any of its Directors or employees has any pecuniary interest that could conflict with the proper valuation of this property.</p>
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Valuer Signatories:

Reliance on this report should only be taken upon sighting the original document that has been signed by the Inspecting Valuer who has undertaken this valuation. The Counter Signatory has read this report and verifies that the report is genuine and is endorsed by Preston Rowe Paterson Horsham & Wimmera Pty Ltd. The Counter Signatory has not inspected the property or the comparable sales and rental evidence amongst other things. The opinion of value expressed herein has been solely arrived at by the Valuer who undertook the inspection and prepared this valuation report.

Valuer:

Signature of Valuer: on behalf of

Preston Rowe Paterson Horsham & Wimmera Pty Ltd
Tyler Neville, Certified Practising Valuer AAPI Reg. 105391

Counter Signatory:

Signature of Check Valuer on behalf of

Preston Rowe Paterson Horsham & Wimmera Pty Ltd
Ben Sawyer, Sole Director - Certified Practising Valuer AAPI
Reg. 63163



2.0 CLIENT/INSTRUCTING PARTY

Instructing Party/Client: LawyersAU
419/566 St Kilda Road
Melbourne VIC 3004

Reliant Party: LawyersAU

3.0 INSTRUCTIONS

Date of Instruction: 21/02/2022

Property Address: 26 Gloucester Avenue, Woomelang VIC 3485

Interest to be Valued: Fee Simple with Vacant Possession subject to the Critical Assumptions, Terms and Conditions as noted in this report

Purpose of Valuation: Consultancy purposes and for no other purpose

Basis of Valuation: Market Value subject to Vacant Possession 'As Is' as at Inspection Date

Special Instructions: Please see Appendix A for a copy of our instructions.

4.0 DATE OF VALUATION

Date of Valuation: 24/02/2022

Date of Inspection: 24/02/2022



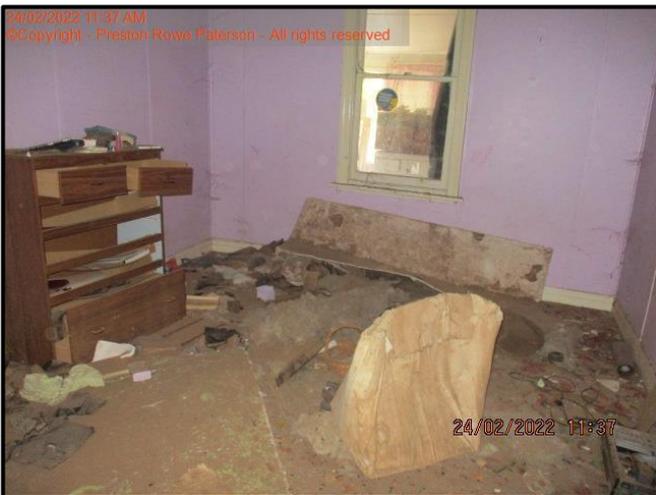
5.0 PHOTOGRAPHS



Front of the dwelling



Bedroom



Bedroom



Kitchen



Lounge room



Bathroom



Dilapidated state of dwelling



Rear of the dwelling



Verandahs



Exposed wiring



Old shed



Train line located opposite



6.0 TITLE DETAILS

Title Search: 23/09/2021

Survey Plan: 23/09/2021

Title details based on the copy of Title provided are summarised as follows: -

DESCRIPTION	CROWN ALLOTMENT	PLAN	VOLUME BOOK	FOLIO
Freehold	Crown Allotment 12 Section 7 Township of Woomelang	TP351381M	04988	493

Registered Proprietor: Rita Jeanne Watts as Sole Proprietor under Instrument Number AC389895P registered 08/10/2003.

Encumbrances: Mortgage to Bendigo Bank Ltd under Instrument Number AC389896M registered 08/10/2003.

Caveat lodged in favour of Yarriambiack Shire Council under Instrument Number AU488048A registered 23/06/2021.

Caveat Grounds of Claim: Implied, resulting or constructive trust.

Caveat Discussion: We recommend that the client seek legal advice as to whether the caveat would have any negative effect on the market value or saleability of the subject property.

Encumbrances with Negative Impact: Nil

Leases Registered on Title: No

Titles and Easements Statement

We have relied on a copy of Certificate of Title which was searched by Us on the 23/09/2021. This valuation has been prepared on the understanding that no notations, encumbrances, easements, rights of way or encroachments exist by or on the subject property other than those set out in Title details or detailed herein.

7.0 LOCATION

Physical Location: The subject property is situated approximately 350 metres south-east from the Woomelang post office in an established residential area on the north-eastern side of Gloucester Avenue.

Woomelang is a small Mallee township of 201 people (2016 Census) situated approximately 105 kilometres west from Swan Hill and 150 kilometres north-west from Horsham. Woomelang has limited facilities and services.

Swan Hill is a rural city of 10,905 people (2016 Census) situated 340 kilometres north-west from Melbourne on the Murray Valley Highway. The city has all major facilities including schools, shopping centres and a hospital.

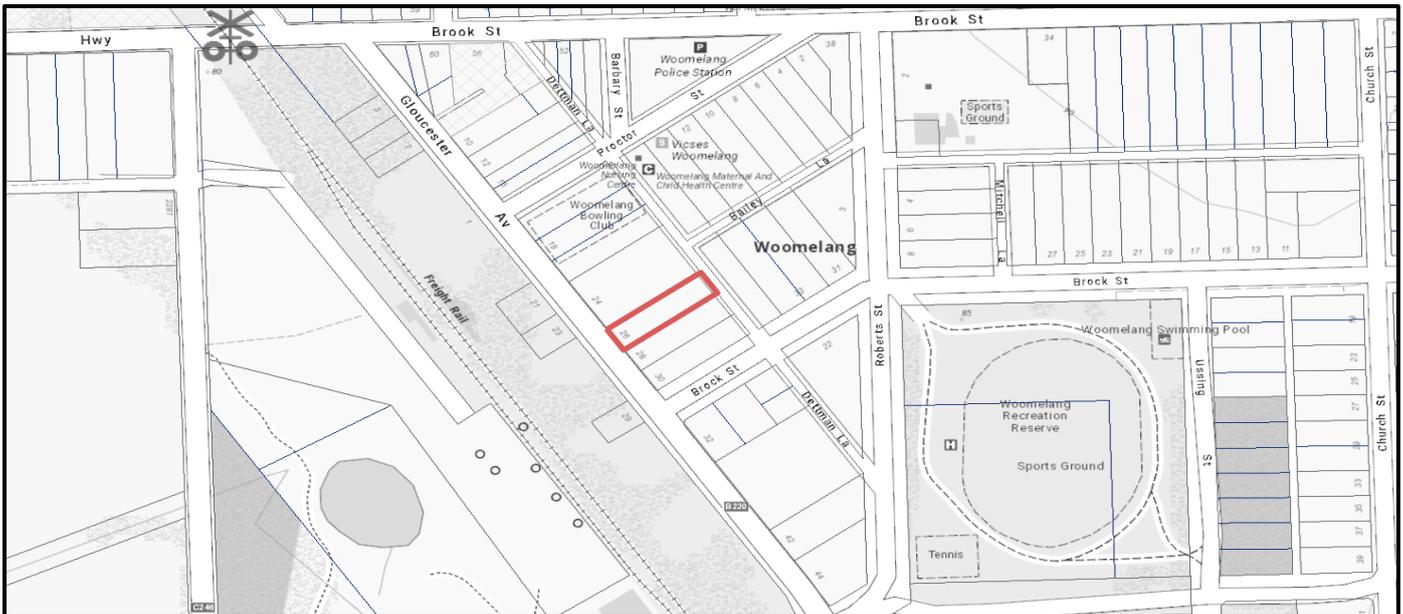


Horsham is a rural city of 16,792 people (2016 Census) situated 300 kilometres north-west of Melbourne on the Western Highway. The city has all major facilities including schools, shopping centres and a hospital.

Neighbourhood & Surrounding Development:

The surrounding development consists predominately of residential dwellings of varying age, construction and quality. We note that there is a train line located opposite the property to the west.

Location Maps:



Source: mapshare.vic.gov.au/vicplan



Source: www.google.com.au/maps

8.0 LAND AND SITE DETAILS

The land is briefly described as follows: -

PARCEL	FRONTAGE	DEPTH	AREA OF PARCEL	SHAPE
1	20.12 metres	80.47 metres	1,619 m ²	Rectangular

Site Identification:	The site has been identified with reference to a copy of the Title Plan, the street address, an internet-sourced plan and our physical inspection.
Site Description:	The site consists of a rectangular shaped, near-level residential allotment, with access provided by Gloucester Street, being a bitumen sealed road.
Topography:	The subject allotment is near level in surface contour.
Aspect:	The subject property has an urban aspect toward the west.
Roads:	Gloucester Street at this location comprises a fully constructed bitumen sealed road with no concrete kerbing or channelling.
Access:	Access to the subject property is provided by Gloucester Street, being a bitumen sealed road that runs in a north-west – south-east direction along the south-western boundary of the allotment.
Services:	Electricity, phone, water, sewerage and sealed road access.
Site Contamination:	Our physical inspection did not reveal any obvious signs of site contamination. Further to this, the site is not listed on our state Environmental Protection Authority/Department (EPA) Contaminated Land Management record of notices

available on their website. This record only contains known contaminated sites and does not necessarily imply that the site is not contaminated.

To the best of our knowledge, inquiry and site inspection, there is no other visual or recorded evidence of past or present site-specific or nearby contamination that on current general information would have any adverse effect on the marketability or value of the property.

We stress that we are not experts in contamination matters.

Should the authorised user of the valuation experience concern about the possibility or extent of contamination, it may be prudent to commission an environmental audit from an appropriately qualified person, referring the valuation back to us for review if contamination is revealed, in the interim, our valuation has been made on the basis of there being no site contamination.

Environmental Issues: None known or apparent

Land and Site Statement:

You acknowledge that We have endeavoured to comment on all areas of Environmental concern based on Our superficial inspection of the property. An actual environmental audit may reveal matters that affect Our valuation herein that were not readily discernible at the time of inspection. In such an event, We reserve the right to reconsider our Valuation figure herein;

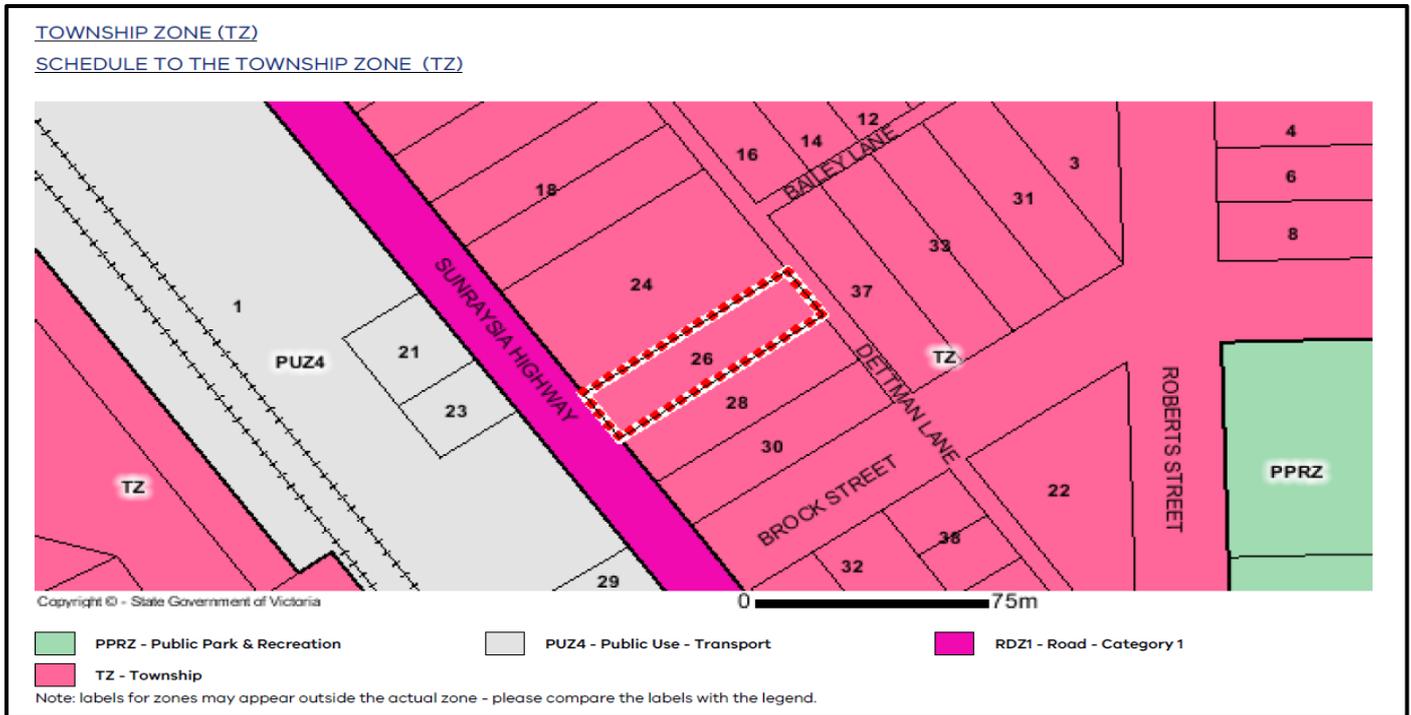
You acknowledge and recognise that We are not expert in identifying environmental hazards and compliance requirements affecting properties. We have, however, endeavoured to superficially identify all matters of environmental concern and the effect they might have on the value of the property. However, We will not be held liable nor responsible for any failure to identify all such matters of environmental concern and the impact, which any environmental related issue has on the property and its value including loss arising from site contamination; or the non-compliance with any environmental laws; or costs associated with the clean-up of a property in which an environmental hazard has been recognised, including action by the relevant Environmental Protection Authority to recover clean-up costs pursuant to the relevant Environmental Protection Act.

9.0 PLANNING

Planning details which we have obtained from our enquiries are summarised as follows: -

Local Government Area:	Yarriambiack Shire Council
Zoning:	Township Zone
Planning Scheme:	Yarriambiack Shire Council Planning Scheme
Planning Scheme Overlays:	Nil
Proposed Zoning Changes:	None known or apparent
Permissible Land Uses:	Those that comply with the zoning
Land Use Conformity:	Conforms with the zoning
Existing Use Rights:	Existing use appears to comply with local zoning
Development Constraints:	Those outlined under the zoning
Development Consents:	None known or apparent
Heritage Notations:	We have perused the database and note that the subject property is not listed as a property of significance.

Zoning Map:



Source: (services.land.vic.gov.au/landchannel)

Planning Statement:

You acknowledge that information has been obtained from the Land Victoria website (land.vic.gov.au), and this valuation is issued on the understanding that such information is correct. The Planning information should be checked by the Client by the obtaining of the relevant certificate from the Planning Consent Authority. We will not assume any liability or negligence for our reliance on information obtained from the website.

10.0 IMPROVEMENTS

Overview

Property Description:

Constructed on the land is a detached single storey circa 1940 weatherboard dwelling with a CGI roof. The dwelling is in dilapidated condition and has been vandalised. In its current state, the dwelling is not considered to be suitable for rent and would require a significant level of work to bring it up to a rentable standard.

The boundary fences, old shed and front verandah are also in poor condition.

Main Improvements:

Property Type: Fully detached dwelling

Current Use: Residential



Floor Areas:

The approximate building areas are as follows: -

IMPROVEMENT TYPE	DESCRIPTION	AREA	IPMS
Main Improvements:	Fully detached dwelling	135 m ²	IPMS - 1 Residential

The measurements taken by the Valuer accord with the noted measurement standard as specified in the International Property Measurement standards as at the date of our instructions.

Style and Design:

Description: The subject property is of conventional 1940s style and is considered to have a functional floor plan.

Construction:

Construction of the main improvements is summarised as follows:

Floor:	Timber
External Walls:	Weatherboard
Windows:	Timber
Roofing:	Corrugated iron
Internal Linings:	Plasterboard

Condition:

Internal:	Poor
External:	Poor

11.0 AGE AND STATE OF REPAIR

Age of Improvements:	Constructed circa 1940
Age of Additions:	Nil
State of Repair of Improvements:	Poor/dilapidated
Essential Repairs:	In its current state, the dwelling is not considered to be suitable for rent and would require a significant level of work to bring it up to a rentable standard.

Improvements Statement:

Building Compliance

It has been assumed that all improvements to the property comply with the Building Code of Australia except as detailed herein. No Certificate of Compliance has been obtained.

Structural Survey

We emphasise that this report is for valuation purposes only and that it is not and should not be construed to be a structural survey.

Pest and Building Defect Survey

No enquiries or examination of any property or of any improvements erected thereon has been made for any sign of timber infestation or building defect. Whilst our inspection did not indicate there was any evidence of timber infestation or building defect other than those referred to herein, we advise that we are not experts specialising in this area of consultancy, however, if timber infestation or building defect issues are of concern to the reader of this report, then we recommend they engage the services of a suitably qualified independent building defects/pest consultant, and should these investigations confirm evidence of timber infestation or building defect other than those referred to herein, then we reserve the right to review our opinion of value.

Asbestos

With regard to asbestos, we advise that the improvements were constructed prior to 1990, however no asbestos material was identified by the valuer at our inspection or is known to be present. An asbestos report was not sighted, and the valuer is unaware of an Asbestos Management Plan being in place for this property. This Valuation is provided on the basis of there being no asbestos on site. If asbestos is of concern to the reader, we recommend they engage the services of an asbestos consultant, and should their investigations confirm evidence of asbestos, we reserve the right to review our opinion of value.

12.0 SALE HISTORY & SALES EVIDENCE

Sale History – The Subject Property

Last Recorded Sale Price:	\$14,000
Last Recorded Sale Date:	01/12/2001
Prior Sale Comment:	In our investigations, we have identified a previous sale of the subject property for \$14,000 on the 01/12/2001.
Is Property Under Contract of Sale:	No

Sales Evidence:

Sales evidence that we have considered is summarised as follows: -

Sale Property 1	2 Roberts Street, Woomelang VIC 3485
Sale Price:	\$32,000*
Sale Date:	15/02/2022
Brief Description:	Comprises a vacant Township Zone allotment of 1,402 m ² . All usual services are available. Indicates \$22.82/m ² .
	*Non-settled sale. Due to settle 21/3/2022.
Comparison to Subject:	Smaller allotment. Comparable location. Higher rate per m ² due to the smaller size of the allotment.



Sale Property 2	30 Gloucester Avenue, Woomelang VIC 3485
Sale Price:	\$27,500*
Sale Date:	27/01/2022
Brief Description:	Comprises a vacant Township Zone allotment of 1,558 m ² . All usual services are available. Corner block. Located opposite the train line. Indicates \$17.65/m ² . *Non-settled sale. Due to settle 01/03/2022.
Comparison to Subject:	Marginally smaller allotment. Comparable location two properties to the south-east of the subject. Comparable rate per m ² due to the overall comparability of the allotment.

Sale Property 3	Crown Allotments 3 and 4 Sect. 9, Ussing Street, Woomelang VIC 3485
Sale Price:	\$26,000
Sale Date:	17/12/2021
Brief Description:	Comprises a vacant Township Zone allotment of 2,000 m ² . All usual services are available. Located opposite the old football oval. Indicates \$13.00/m ² .
Comparison to Subject:	Larger allotment. Comparable location. Lower rate per m ² due to the larger size of the allotment.

Sale Property 4	26 Church Street, Woomelang VIC 3485
Sale Price:	\$18,000
Sale Date:	11/08/2021
Brief Description:	Comprises a vacant Township Zone allotment of 1,546 m ² . All usual services are available. Indicates \$11.64/m ² .
Comparison to Subject:	Marginally smaller allotment. Comparable location. Lower rate per m ² due to the more recent sales indicating that the market has strengthened since this sale occurred.

Sale Property 5	7 Gloucester Avenue, Woomelang VIC 3485
Sale Price:	\$19,500
Sale Date:	26/03/2021
Brief Description:	Comprises a vacant Public Use Zone allotment of 683 m ² . All usual services are available. Any redevelopment would likely be residential, however Planning Permit approval would be required for the construction of any improvements. Indicates \$28.55/m ² .
Comparison to Subject:	Much smaller allotment. Comparable location. Higher rate per m ² due to the much smaller size of the allotment. More recent sales indicate that the market has strengthened since this sale occurred.



Sale Property 6	80 Brook Street, Woomelang VIC 3485
Sale Price:	\$95,000
Sale Date:	03/02/2022
Brief Description:	Comprises a detached single storey circa 1930 2 bedroom, 1 bathroom vinyl weatherboard clad dwelling with a CGI roof. The dwelling was in poor condition. Ancillary improvements included a single carport. Dwelling – est. 120 m ² . Land – 6,183 m ² .
Analysis:	Underlying land value indicates \$60,000 (\$9.70 per m ²). Added value of the dwelling indicates \$33,000 (\$275 per m ²). Added value of the ancillary improvements indicates \$2,000. Direct Comparison (dwelling area) rate - \$792 per m ² .
Comparison to Subject:	Comparable size dwelling in superior condition. Superior ancillary improvements. Comparable location. Much larger allotment. Lower rate per m ² for the land component due to the much larger size of the allotment. Higher rate per m ² of added value for the dwelling due to its superior condition. Overall superior property.

Sales Discussion:

The market for residential property in Woomelang, and other smaller Mallee townships in general, has continued to strengthen over the past 3 months on the back of a buoyant 6-month period prior.

The three most recent sales of vacant land in Woomelang are indicating levels of value ranging from \$13.00 per m² through to \$22.82 per m², or overall sale prices of \$26,000 through to \$32,000. Two of these sales had not settled as at the date of valuation. The two sales before that indicated \$11.64 per m² and \$28.55 per m², with the \$28.55 per m² sale being for a much smaller allotment, hence the higher rate per m².

The most comparable allotment sale is that of 30 Gloucester Avenue, which is marginally smaller than the subject allotment and is located only two properties to the south-east of the subject. This sale indicated \$17.65 per m².

Given the overall comparability of 30 Gloucester Avenue, we have deemed a rate of **\$17.50 per m²** appropriate for the subject allotment.

We have also included the sale of 80 Brook Street, which consists of a much larger allotment with a dwelling that was in poor condition, albeit still in far superior condition to the subject dwelling. This sale indicated \$9.70 per m² of underlying value for the allotment and \$275 per m² of added value for the dwelling. It is considered that this sale attracted a lower rate per m² of underlying land value due to the much larger size of the allotment and a higher rate per m² of added value for the dwelling due to its superior condition.

Given the rundown nature of the dwelling, it is not considered to have any added value to the property, as any prospective purchaser would most likely demolish the dwelling and would make an allowance for this when purchasing the property. We have made an allowance of \$15,000 for the demolition of the dwelling and clearing of the site.

Sales Evidence Statement:

The sales evidence which We have utilised has been obtained from reliable sources including RP Data (licensed resellers of State Government sales data). We have also, where possible, had discussions with Estate Agents to undertake a process of verification of the data. Should it be revealed that any of the sales information stated herein, upon which We have relied, is incorrect or misleading, We reserve the right to reconsider our opinion of Market Value as determined herein.



Where sales data has been obtained from the RP Data (licensed resellers of State Government sales data), We have considered it to be the most current sales data available. However, sales which have occurred during the course of the last three months or sales which have been the subject of deferred settlement terms may not necessarily appear immediately on the State government records. Accordingly, with this type of transaction, We rely on separate enquiries to attempt to obtain all available sales data.

It is noted that We have relied on sales data information services as being a true and correct reflection of the terms of any sale considered at arm's length. We have not sighted copies of transfer notices, nor have we sighted copies of contract documents between the vendor and purchaser which may reveal matters that affect the sale price and necessitate adjustment to apply to the subject property. In the event that contract documents reveal matters that necessitate adjustment of the sales evidence We reserve the right to reconsider our valuation herein.

Where there is a paucity of directly comparable sales evidence in a locality, it is necessary for us to either consider other comparable localities and/or to consider sales evidence which is dated in the immediate area to gain an understanding of the historical sales value base for the area.

In analysing the sales evidence referred to herein, it is noted that we have attempted to ascertain whether or not the sale price evidence is inclusive or exclusive of the Goods and Services Tax (GST). It is emphasised that the State government sales records do not currently differentiate between or record whether or not the sale price is inclusive or exclusive of GST. Where we have not been able to verify whether or not GST is included in the sale price, we have assumed that the State Government sales record sale prices exclusive of GST. Should this not be the case for any particular sale used as evidence, we reserve the right to reconsider our valuation.

In relation to the sales evidence, Contracts of Sale, Special Conditions within Contracts and Side Agreements have not been sighted. We reserve the right to reconsider the Valuation should these documents indicate any matters that materially affect our valuation.

13.0 RECOMMENDED DOCUMENTS TO SIGHT

General Documents:

A General Document reports on an effect that is common to the area/location and does not have an adverse impact on marketability and value specific to the subject property.

We recommend the following General Documents should be sighted by those parties expressly named and relying upon this Valuation Report: Certificate of Title. Title Plan.

Critical Documents:

A Critical Document reports on an effect that is specific to the subject property and is considered to have a potential negative impact on marketability and value.

We recommend the following Critical Documents should be sighted by those parties expressly named and relying upon this Valuation Report: Nil.



14.0 VALUATION APPROACH & METHODOLOGY

Introduction:

To consider our valuation of the subject property, we have considered the following valuation approach.

Summation Approach:

To consider our summation approach we have: -

- Assessed an estimate of land value;
- Made an allowance to demolish the dwelling and clear the site.

COMPONENT	AREA	RATE	VALUE (ROUNDED)
Underlying land value	1,619 m ²	\$17.50 per m ²	\$30,000
Less allowance for demolition/site clearing			-\$15,000
Assessed market value			\$15,000

15.0 GENERAL AND MARKET COMMENTARIES

Market Conditions:

Recent Market Direction:	Strengthening prices - known increase in sale prices
Level of Market Activity:	Increased sales activity
Marketability:	Average
Estimated Selling Period:	Having consideration to the assessed market value herein, current market conditions and the anticipated market appeal of this property, we are of the opinion that an estimated selling period for the subject property would be 0-3 months assuming an adequate marketing campaign and satisfactory advertising budget.

Local Property Climate for This Class of Property:

The residential property market in Woomelang, and the wider Wimmera/Mallee in general, has continued to strengthen across all price sectors over the past 3-6 months on the back of a buoyant 6-month period prior. Discussions with local real estate agents indicate that the increasing prices are being driven by low interest rates and the attraction to the lower price points these properties generally carry. Whilst the COVID-19 pandemic still lingers over society and has the potential to impact the market suddenly and without notice, we have not seen any sales across the wider Wimmera/Mallee to suggest that the pandemic has had any detrimental effects on the residential property market.



16.0 VALUATION DEFINITIONS

MARKET VALUE is the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.¹

17.0 GOODS AND SERVICES TAX APPROACH

Valuations of residential property are undertaken on the basis that GST is not applicable. This valuation is prepared on the assumption that the subject property does not constitute a 'new residential premises' as defined under ATO Ruling GSTR 2003/3. Further it is assumed that the subject property will transact as a residential property between parties not registered (and not required to be registered) for GST. The market valuation herein reflects a market transaction to which GST is not applicable.

18.0 TERMS AND CONDITIONS

Explanation

1. The following terms and conditions are the standard terms and conditions that apply to all Valuations or the Valuation Services or consultancy services and Services provided by Preston Rowe Paterson Horsham & Wimmera Pty Ltd.
2. These terms and conditions form part of the appointment of Preston Rowe Paterson Horsham & Wimmera Pty Ltd by the Client to provide the Services.
3. Preston Rowe Paterson Horsham & Wimmera Pty Ltd and its valuers are members of a Limited Liability Scheme in the meaning of the Professional Standards Act 1994.
4. The Valuation and all Valuation Services are provided by Preston Rowe Paterson Horsham & Wimmera Pty Ltd subject to these Terms and Conditions;

Definitions

5. The following definitions apply to these Terms and Conditions and the provision of our Valuations, Valuation Services and Services:-

'Client' shall mean LawyersAU.

'Confidential information' means information that:

(a) Is by its nature confidential;

(b) Is designated by Us as confidential;

(c) You know or ought to know is confidential; and

(d) Includes, without limitation:

(i) Information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services; and



(ii) The Quotation which We have provided to You.

'Date Of Valuation' means, in relation to any Valuation, Valuation Services, Services or consultancy services or advice, the date of preparation of our report or the specific date as at which our opinions are stated to apply (the Relevant Date).

'Director' means a Director noted on the Australian Securities and Investment Companies (ASIC's) records for Preston Rowe Paterson Horsham & Wimmera Pty Ltd

'Fee' means the amount agreed to be paid for the Services by You as set out in the Quotation.

'Limited Liability Scheme' means a scheme pursuant to the Professional Standards Legislation in the State of Victoria

'Parties' means You and/or Us as the context dictates.

'Quotation' means the written quote provided by Us in relation to the Services.

'Relevant Date' means the specific date that our opinion is stated to apply where we are instructed to value at a specific date other than the date of inspection.

'Services' means the Valuation, Valuation Services, asset management, property management, facilities management or consultancy services or advice provided by Us pursuant to these Terms and Conditions and the Quotation.

'Valuation' shall include a Valuation, Valuation services, or feasibility study, made or given in relation to any real or personal property, freehold or leasehold property, asset, liability or item or items of plant and machinery, proposed development, infrastructure, carbon, water or native title property right, business, fixtures, fittings or other property;

'Valuation Services', shall include any oral or written advice, opinion, recommendation or statement communicated to the Client by Us consequent upon or incidental to the request for a Valuation;

'Valuer' means the individual valuer that has undertaken the valuation or valuation services;

'We', 'Us', 'Our (s)' means Preston Rowe Paterson Horsham & Wimmera Pty Ltd, our employees, contractors, servants and agents;

'You', 'Your' means the Client engaging Us to perform the Valuation, Services or Valuation Services;

Quotation

6. Prior to commencing work, We will provide you with a Quotation that sets out whom the report is for; the purpose for which the report is being prepared and the fee to be charged. You agree that:
 - (a) you will not use any advice we provide for any purpose other than as stated in the Quotation;
 - (b) you will not pursue any claim against Us for any loss you suffer because you have used Our advice for any other purpose;
 - (c) you will keep this report confidential, unless otherwise agreed by Us in writing; and
 - (d) you will indemnify Us in relation to any loss suffered by a third party that relies on Our advice without first receiving our written consent to do so.



Your Obligations

7. You agree that:
 - (a) You will not use any advice We provide for any purpose other than as stated in the Quotation;
 - (b) You will not pursue any claim against Us for any loss You suffer because You have used Our advice for any other purpose;
 - (c) You will keep this report confidential, unless otherwise agreed by Us in writing; and
 - (d) You will indemnify Us in relation to any loss suffered by a third party that relies on our advice without first receiving Our written consent to do so.
8. You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Valuation, Valuation Services or Services. You also accept all risk and any loss that might occur should you withhold any relevant information from Us.
9. You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Valuation, Valuation Services or Services are provided with the authority of the authors of those reports.
10. You authorise and license Us to incorporate Your intellectual property within Our report(s).
11. The Valuation and all Valuation Services are provided by Us solely for the use of the Client. You will not release any part of Our valuation or consultancy report or its substance to any third party without the written consent of one of Our Directors. Such consent will be provided at Our absolute discretion and on such conditions as We may require including that a copy of these Terms and Conditions must be provided to such third party. This clause shall not apply to persons noted as recipients in Your prior instruction to Us or in the Quotation provided. You are obligated to provide any such recipient with a copy of these Terms and Conditions.
12. If You release any part of the valuation or consultancy advice or its substance with Our written consent, You agree: a) to inform the other person of the terms of our consent; and b) to compensate Us if You do not do so. We have no responsibility to any other person even if that person suffers damage as a result of any other person receiving this Valuation, Valuation Services, Services or consultancy advice.
13. You agree that We do not and will not assume any responsibility to any person other than the Client for any reason whatsoever including, without limiting the generality of the foregoing, for breach of contract, negligence (including negligent mis-statement) or wilful act or default of itself or others by reason of or arising out of the provision of the Valuation, Valuation Services or Services and notwithstanding that any damages have been suffered or incurred by that person as a result of the provision of this Valuation or those Valuation Services to the Client or the use of either of them (or any part of either of them) by the Client for any purpose whatsoever;
14. You must pay our Fees within 14 days of the date of a correctly rendered invoice, unless otherwise dealt with in the Quotation. Fees that remain unpaid for a period of 30 days or more will attract an administration charge of 2% of the total of the invoice calculated per month or part thereof.
15. You agree that We reserve the right to reconsider or amend the Valuation, Valuation Services, Services or consultancy advice, or the Fee set out in Our Quotation to You, if we identify information or facts that were not provided to Us at the time of quoting that reveal that the task is much greater than we initially anticipated from the information you provided. In such circumstances, once We have identified additional issues that necessitate additional work, we will advise you of the additional fees for additional time required to complete the task.
16. You agree that neither the whole nor any part of Our Valuation or the substance of any of Our Valuation Services or Services may be communicated to any third party (whether by way of inclusion in a document, circular, statement, prospectus, Product Disclosure Statement (PDS), public offer document or otherwise) without first obtaining the written



consent of one of Our Directors. Neither the whole nor any part of Our valuation report or Valuation Services report or any reference to it may be included in any published document, circular or statement, prospectus, Product Disclosure Statement (PDS), public offer document, nor published in any way, without written approval by one of Our Directors as to the form and context in which our Valuation or Valuation Services may appear. Notwithstanding the foregoing, the Client agrees that in the event that it does communicate to a third party the whole or any part of this Valuation or the Valuation Services it shall also communicate to that third party these Terms and Conditions. Furthermore You agree to indemnify Us in the event of any failure so to do;

17. You agree that every right, immunity, exemption and limitation or liability in these terms and conditions shall continue to have its full force and effect in all circumstances notwithstanding any breach of contract or the Terms and Conditions hereof by Us or any person entitled to the benefit of these Terms and Conditions;

Limitation of Liability

18. You agree to release Us and hold Us harmless from all liability to You for or in respect of any loss, damage, costs and expenses of whatsoever kind which We have or may have or, but for the operation of this Clause, might have had arising from or in any way connected with the Valuation, Valuation Services or Services or the Use of the Valuation Services or any part of them. This release shall be complete and unconditional except in the case of gross negligence or wilful misconduct by Us in the provision of the Services.
19. You agree that You will fully indemnify Us for and in respect of all loss, liability, costs and expenses of whatsoever kind which We may suffer or incur arising from or in any way connected with any breach by You of these Terms and Conditions. This indemnity shall include but not be limited to loss, liability, costs and expenses which We may suffer or incur in respect of any claims, actions, proceedings, disputes or allegations made against Us or to which We are a party.
20. You agree to this Limitation of Liability and these Terms and Conditions whether such liability arises under contract, at common law or under Statute.
21. You agree that this limitation of liability extends to all Our directors, employees and contractors. Every right, immunity, exemption and limitation in these Terms and Conditions available or applicable to Us shall also be available and shall extend to every employee, contractor, servant or agent of Ours.
22. No employee, contractor, servant or agent of Ours or any other person has any power to waive or vary any of these Terms and Conditions unless such waiver or variation is in writing and signed by one of Our Directors.
23. If for any reason the releases or indemnities set out in clauses 18 - 22 do not apply, the Client agrees that the liability of the Valuer, however arising, which relates in any way to a Valuation done in connection with this agreement, whether under the law of contract, tort, the Australian Consumer Law or otherwise, shall be limited to one dollar.
24. You agree that if any provision or any part of a provision hereof is unenforceable for any reason whatsoever, such unenforceability shall not affect any other part of such provision or any other provision of these Terms and Conditions;
25. You will only use the valuation or valuation services for the specific purpose stated by us. You agree that you will not use the valuation or valuation services for any other purpose, unless you have our expert's written consent to do so.

Intellectual Property

26. All Our intellectual property contained within any advice We provide, remains Our property. We only grant you licence to use Our intellectual property to carry out the purpose for which the advice was provided.



Length of Time Our Valuation or Valuation Services can be relied upon

27. Our Valuation and or Valuation Services are current at the Date of Valuation only. The value assessed in Our Valuation or Valuation Services Report may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, We do not assume responsibility or accept any liability where the valuation is relied upon after the expiration of ninety (90) days from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation. Notwithstanding the above You accept that our Valuation and or Valuation Services are current as at the Date of Valuation only and no representation or warranty is made as to the future value of the property.

Assignment of Valuation or Valuation Services

28. You acknowledge that We reserve the right, at Our absolute discretion, to determine whether or not to assign Our valuation to any third party. Without limiting the extent of Our discretion, We may decline a request for assignment where:
- a) the proposed assignee is not a major recognised lending institution (such as a bank or other lender regulated by the Banking Act 1959);
 - b) the assignment is sought in excess of 3 months after the date of valuation;
 - c) we consider that there has been a change in conditions which may have a material impact on the value of the property;
 - d) the proposed assignee seeks to use the valuation for an inappropriate purpose; or
 - e) Our Fee has not been paid in full.
29. Where We decline to provide an assignment We may be prepared to provide an updated valuation on terms to be agreed at that time.
30. In the event that You request us to assign Our valuation and We agree to do so, You authorise Us to provide to the assignee a copy of these Terms and Conditions, the original Quotation and any other document, including instructions provided by You, relevant to the scope of Our Valuation or Valuation Services.

Property or Valuation Circumstance Specific Qualifications, Assumptions and Conditions Precedent within our reports

31. We are providing You with our professional opinion as valuers. Our opinion is usually provided by way of a valuation report. That report will set out a number of important qualifications, assumptions and conditions precedent which We may need to make, in addition to these Terms and Conditions, relative to the circumstances of the particular property or properties (real or personal property) under consideration.
32. You agree to read these qualifications, assumptions and conditions precedent carefully, and understand that if the assumptions that we have made or relied on are circumstances that do not prevail or eventuate, or are found later to be inaccurate, Our opinion as to value may be materially different. You agree to solely bear the risk in relation to any loss you might suffer, should this occur.
33. The qualifications, assumptions, and conditions precedent that We make will usually depend on the circumstances of the property being valued and are made in relation to matters that We do not have expertise to verify or We cannot verify information provided to Us within the time required to complete the valuation. These will be set out in detail in the Valuation, Valuation Service report or Services report that We provide to You.
34. These qualifications, assumptions and conditions precedent typically will relate to:-



(a) Land contamination and environmental risk; (b) Planning Information; (c) Planning and Development Controls and Consents; (d) Title including Notifications on Title such as Easements, Caveats, Restrictions and other dealings; (e) Building Areas; (f) Building Structural Integrity; (g) Building Compliance with the Building Code of Australia; (h) Pest Infestation; (i) Leases, Licences and Tenancies; (j) Strata Title Certificates; (k) Plant and Equipment within Buildings; (l) The veracity of and sources of Sales and Letting Information and Transaction Data; (m) The nature of forecasting, future value assessment and discounted cash flow analysis; (n) The basis of Value where access to the property is restricted; and (o) Whether or not the property has been completed where a development.

35. You agree that we will include property specific qualifications, assumptions and conditions precedent within Our reports as circumstances require. Furthermore You agree that it is Your responsibility to carefully read and consider these qualifications, assumptions and conditions precedent and discuss them with Us if they cause You any concern.

Pecuniary Interest

36. You acknowledge that We do not have any pecuniary interests in the subject property, the property owner, the Responsible Entity or the manager/ promoter of the scheme or the Product Disclosure Statement;

Undertaking and Statement by the Valuer

37. You acknowledge that We confirm that the valuer who has undertaken this Valuation or Valuation Services is registered and qualified to carry out the valuation of properties. Furthermore, We confirm that the valuer has had 5 years continuous experience in valuation, including more than 2 years' experience in Australia and including experience in valuing properties in the locality where the subject property is situated or in valuing properties of a similar nature.

Executive Summary

38. Our Executive Summary in Our Valuation or Valuation Services Report must be read in context of and in conjunction with the full valuation report of which this Executive Summary forms part. All comments, terms and conditions contained in the full valuation report and Quotation relate directly to this Executive Summary.

COVID-19

39. Our valuation has been prepared at a time when the economy and real estate markets for all asset classes / property types continue to be affected by the ongoing COVID-19 pandemic, some positively and some negatively.

To date, the impact of the pandemic has been characterised by periods of disruption followed by short periods of an almost return to pre-COVID normality and in turn, further outbreaks of the virus causing ongoing economic and real estate market disruption.

The disruption has been in the form of people movement and other restrictions, geographic lockdowns, state and international border closures, all of which have adversely impacted certain sectors of the economy and real estate markets. Also, these COVID-19 pandemic mitigation measures have not been consistently and concurrently applied in inter and intra state and territory geographic locations of Australia, which has at times further exacerbated the impact of the disruption.

Some real estate asset classes/ property types have been more resilient than others based on the extent to which tenants and owners (landlords) and their businesses have been affected. In fact, some asset classes/property types have improved during the rolling COVID-19 pandemic economic disruption.

As is the case in any economic and real estate market cycle, in preparing our valuation we have, where possible, considered recent sales and letting transaction evidence/market activity to inform our direct comparison approaches to valuation. Recent transaction data is more readily available in currently active markets compared to those which are more adversely impacted and where activity may have slowed.



Where rental and sales market activity has slowed for certain asset classes/property types and, as a result, rental and capital values have been or are likely to be impacted, we have made appropriate adjustments to our valuation based on our experience and to the best of our ability as is appropriate. This may have included consideration and adjustment of more dated transaction evidence where there has been limited recent activity. Where we have had to make adjustments in these circumstances, we reserve the right to reconsider our valuation should the particular market correct more than has been anticipated.

Expert Witness Services for Litigation

40. If you retain Us to provide services as an expert for any litigation, whether that be for a court or tribunal, you will provide Us with a copy of the relevant rules that apply to expert witness reports and testimony. Those rules will take precedence over these terms and conditions in the event of any inconsistency, noting that:
- a) Court rules usually oblige an expert witness to acknowledge that their duty is solely to assist the court in resolution of the dispute;
 - b) Any expert witness that is considered to be acting as an advocate (rather than an independent expert) can be held liable for contempt of court; and
 - c) An expert acting pursuant to the rules of the court or tribunal is immune from any claim for damages, given that Our sole duty is to the court and not the client that engages Us.

19.0 MARKET VALUE

We are of the opinion that the **Market Value subject to Vacant Possession 'As Is'** of **26 Gloucester Street, Woomelang VIC 3385** for consultancy purposes only as at the 24/02/2022 is **\$15,000 (Fifteen Thousand Dollars)**.

and subject to: -

- The assumption that Goods and Services Tax is not applicable;
- The property having vacant possession as at the date of valuation;
- The comments contained herein; and
- The terms and conditions contained herein.

20.0 VALUATION COMPLIANCE STATEMENT

Preston Rowe Paterson Horsham & Wimmera Pty Ltd confirms that:

- The statements of fact presented in this report are correct to the best of the Valuer's knowledge.
- The analyses and conclusions are limited only by the reported assumptions, terms and conditions.
- The Valuer has no interest in the subject property.
- The Valuer's fee is not contingent upon any aspect of the report.
- The valuation was performed in accordance with an ethical code and performance standards.
- The Valuer has satisfied professional education requirements.
- The Valuer has experience in the location and category of the property being valued.
- The Valuer has made a personal inspection of the property.
- No one, except those specified in this report, has provided professional assistance in preparing the report.
- We confirm that neither Preston Rowe Paterson Horsham & Wimmera Pty Ltd nor any of its Directors or employees has any pecuniary interest that could conflict with the proper valuation of this property.



21.0 VALUER SIGNATORIES

Reliance on this report should only be taken upon sighting the original document that has been signed by the Inspecting Valuer who has undertaken this valuation. The Counter Signatory has read this report and verifies that the report is genuine and is endorsed by Preston Rowe Paterson Horsham & Wimmera Pty Ltd. The Counter Signatory has not inspected the property or the comparable sales and rental evidence amongst other things. The opinion of value expressed herein has been solely arrived at by the Valuer who undertook the inspection and prepared this valuation report.

Valuer:

Signature of Valuer: on behalf of
Preston Rowe Paterson Horsham & Wimmera Pty Ltd
Tyler Neville, Certified Practising Valuer AAPI Reg. 105391

Counter Signatory:

Signature of Check Valuer on behalf of
Preston Rowe Paterson Horsham & Wimmera Pty Ltd
Ben Sawyer, Sole Director - Certified Practising Valuer AAPI
Reg. 63163



APPENDIX A LETTER OF INSTRUCTION

Neville Nicholson

From: Amber Tran <ambert@lawyersau.com>
Sent: Monday, 21 February 2022 9:33 AM
To: Neville Nicholson
Subject: FW: property valuation report - 26 GLOUCESTER AVENUE WOOME LANG VIC 3485 - RITA JEANNE WATTS
Attachments: 26 Gloucester Avenue, Woomelang (9.21).pdf

Hi Neville,

Can you please prepare another valuation for this property?
We note that we are still in the process of selling the property.
The Local Government Act requires us to obtain a written valuation report not more than 6 months before the date of the sale or transfer.
The attached valuation was carried out on 22/9/21, and the 6 months will be up 22 March 2022.

Many thanks.

Amber Tran
Principal Lawyer & Director

LawyersAU

419/566 St Kilda Rd, Melbourne Vic 3004
Phone: +61 3 7004 8207
E: ambert@lawyersau.com
W: www.lawyersau.com

CONFIDENTIALITY NOTICE: The content and information contained in this email, including any attachment(s) contain confidential information and may be privileged. This email is intended for the sole use of the individual or entity to who it is addressed. If you are not the intended recipient, you are hereby notified that you must not distribute, disseminate, copy, reproduce, store or use it in any way. If you have received this email in error, please notify the sender by return email or call 03 7004 8207 and take all necessary steps to destroy and/or delete it from your system immediately.

Liability limited by a scheme approved under Professional Standards Legislation.

From: Neville Nicholson <neville.nicholson@prp.com.au>
Sent: Wednesday, 27 October 2021 1:59 PM
To: Amber Tran <ambert@lawyersau.com>
Subject: RE: property valuation report - 26 GLOUCESTER AVENUE WOOME LANG VIC 3485 - RITA JEANNE WATTS

Hi Amber,

Please find the attached valuation report as requested together with tax invoice.

We thank you for your instructions in this matter, and should you have any queries or require anything further, please let us know.

Regards,

Neville Nicholson
Office Administration



APPENDIX B CERTIFICATE OF TITLE, CAVEAT AND TITLE PLAN



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958 Page 1 of 2

VOLUME 04988 FOLIO 493 Security no : 124092652771U
Produced 23/09/2021 12:03 PM

CROWN GRANT

LAND DESCRIPTION

Crown Allotment 12 Section 7 Township of Woomelang Parish of Cronomby.

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RITA JEANNE WATTS of 26 GLOUCESTER AVENUE WOOME LANG VIC 3485
AC389895P 08/10/2003

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AC389896M 08/10/2003
BENDIGO BANK LTD

CAVEAT AU488048A 23/06/2021
Caveator
YARRI AMBIACK SHIRE COUNCIL
Grounds of Claim
STATUTORY CHARGE ARISING UNDER THE LOCAL GOVERNMENT ACT 1989.
Estate or Interest
INTEREST AS CHARGE E
Prohibition
ABSOLUTELY
Lodged by
LAWYERSAU
Notices to
AMBER TRAN of SUITE 419 566 ST KILDA ROAD MELBOURNE VIC 3004

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below.
For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP351381M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AU488048A (E)	CAVEAT Registered	23/06/2021

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

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

Street Address: 26 GLOUCESTER AVENUE WOOME LANG VIC 3485

ADMINISTRATIVE NOTICES

Title 4988/493

Page 1 of 2



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 2 of 2

NIL

eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY
Effective from 21/07/2017

DOCUMENT END



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 23/09/2021 12:49:57 PM

Status	Registered	Dealing Number	AU488048A
Date and Time Lodged	23/06/2021 01:59:10 PM		

Lodger Details

Lodger Code	23571X
Name	LAWYERSAU
Address	
Lodger Box	
Phone	
Email	
Reference	32393

CAVEAT

Jurisdiction	VICTORIA
---------------------	----------

Privacy Collection Statement

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

Land Title Reference

4988/493

Caveator

Name	YARRIAMBIACK SHIRE COUNCIL
------	----------------------------

Grounds of claim

Statutory charge arising under the Local Government Act 1989.

Estate or interest claimed

Interest as Chargee

Prohibition

Absolutely

Name and Address for Service of Notice

AMBER TRAN

Address

Unit Type	SUITE
Unit Number	419
Street Number	566



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Street Name	ST KILDA
Street Type	ROAD
Locality	MELBOURNE
State	VIC
Postcode	3004

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.

Executed on behalf of	YARRIAMBIACK SHIRE COUNCIL
Signer Name	MINH THI TRAN
Signer Organisation	LAWYERSAU
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	23 JUNE 2021

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Delivered by LANDATA®, timestamp 23/09/2021 12:49 Page 2 of 2

TITLE PLAN	TP 351381M	
<p>LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT</p>		
<p style="text-align: right;">BII THAT PIECE OF LAND in the MALLEE</p> <p>COUNTRY in the said State containing <i>one rood and twenty four perches more or less being Allotment Twelve of Section Seven in the Township of Woomelang Parish of Ennervony County of Karkarood</i></p> <p>(the same being land which is subject to Section 20 of the Land Act 1921)</p> <p>delineated with the measurements and abutments thereof in the map drawn in the margin of these presents and therein coloured yellow PROVIDED nevertheless that the grantees shall be entitled to sink wells for water and to the use and enjoyment of any wells or springs of water upon or within the boundaries of the said land for any and for all purposes as though she held the land without limitation as to depth EXCEPTING nevertheless unto Us Our heirs and successors all gold and silver and auriferous and argenteiferous earth and stone and all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under or within the boundaries of the land hereby granted AND ALSO reserving to Us Our heirs and successors free liberty and authority for Us Our heirs and successors and Our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argenteiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores lying in upon or under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted</p> <p>PROVIDED ALWAYS that the said land is and shall be subject to be resumed for mining purposes under Section 168 of the Land Act 1915.</p> <p>AND PROVIDED also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands PROVIDED that compensation shall be paid to the said</p> <p style="text-align: center;">GRANTEE</p> <p>his heirs executors administrators assigns or transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes and the payment thereof to be a condition precedent to such right of entry.</p>		
LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 2 of 2 sheets



APPENDIX C LAND VICTORIA REPORT

PROPERTY REPORT



From www.planning.vic.gov.au at 12 April 2022 12:03 PM

PROPERTY DETAILS

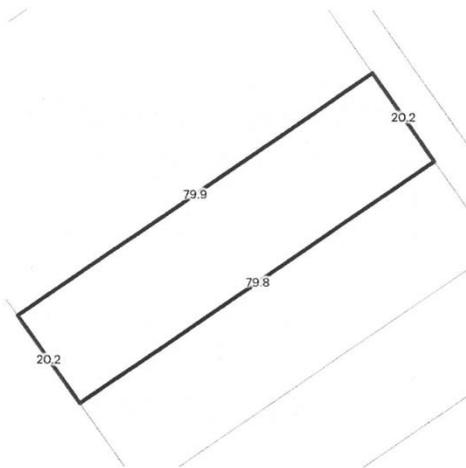
Address: **26 GLOUCESTER AVENUE WOOMELANG 3485**
 Crown Description: **Allot. 12 Sec. 7 TOWNSHIP OF WOOMELANG**
 Standard Parcel Identifier (SPI): **12-7\PP5882**
 Local Government Area (Council): **YARRIAMBIACK** www.yarriambiack.vic.gov.au
 Council Property Number: **1442**
 Directory Reference: **Vicroads 547 N6**

This property is in a designated bushfire prone area. Special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 1611 sq. m
Perimeter: 200 m
 For this property:
 — Site boundaries
 — Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Grampians Wimmera Mallee Water**
 Urban Water Corporation: **Grampians Wimmera Mallee Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **MILDURA**

PLANNING INFORMATION

Planning Zone: [TOWNSHIP ZONE \(TZ\)](#)
[SCHEDULE TO THE TOWNSHIP ZONE \(TZ\)](#)

Planning Overlay: None

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).



PROPERTY REPORT



Planning scheme data last updated on 7 April 2022.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Area Map



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