



Preston Rowe Paterson

International Property Consultants and Valuers



Industrial Valuation Report

Warracknabeal Regional Livestock Exchange - Canteen
74 Henty Highway, Warracknabeal VIC 3393

VALUATION SUMMARY



Property Address:	Warracknabeal Regional Livestock Exchange - Canteen 74 Henty Highway, Warracknabeal VIC 3393
Assessment Number:	9165 (part)
Real Property Description:	Crown Allotment 1 Section 41 Parish of Werrigar (part)
Instructing Party/Client:	Tim Rose Yarriambiack Shire Council 34 Lyle Street Warracknabeal VIC 3393
Instructions:	To determine the 'As Is' Rental Value of the subject property 'Per Use' subject to Vacant Possession
Interest Assessed:	'As Is' Rental Value 'Per Use'
Purpose of Assessment:	Rental determination purposes and for no other purpose
Date of Instruction:	8 th December 2022
Date of Inspection:	19 th December 2022
Relevant Date:	19 th December 2022
Property Type:	Canteen located at a livestock exchange
Building Area:	19 m ²



Zoning:	Public Use Zone – Local Government (PUZ6)
Occupancy:	The subject building is currently vacant, and its proposed use would be as a canteen to service the livestock saleyards, which operate fortnightly generally between late February and October/November, depending on the season.
Comments:	The subject building comprises a small canteen, including two serveries, which is constructed on a concrete slab with brick veneer walls, a CGI roof and aluminium windows. Internally, the building has vinyl floor coverings, laminated cabinetry, a double bowl stainless steel sink, a single bowl acrylic sink and a rangehood. Adjoining the building is a steel framed undercover eating area with an earth floor only.
Market Rental Value 'As Is':	\$25 (Twenty-Five Dollars) 'Per Use' exclusive of GST
Critical Assumptions:	<ul style="list-style-type: none">• We assume that information provided by the Yarriambiack Shire Council 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;• We assume that the subject site as inspected is within Title boundaries and there are no encroachment issues;• We assume that the building has been constructed in accordance with applicable building regulations and issued permits and is not subject to any structural design defects, asbestos issues or pest infestation;• We assume that the property is free from any contamination issues;• The property has been valued on a 'Per Use' basis rather than a 'Per Week' basis, as sale days at the livestock exchange do not take place on a consistent weekly basis. <p>Should any of these assumptions prove to be incorrect, we reserve the right to review our valuation.</p>

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 PHOTOGRAPHS



Front of the building / servery windows



Building internal



Personal access door



Rear of the building



Adjoining undercover area



APPENDIX B 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 Yarriambiack Shire Council.

'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.

COVID-19

38. 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

39. 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.



APPENDIX C LETTER OF INSTRUCTION



Yarriambiack
SHIRE COUNCIL

Municipal Office:
PO Box 243
Warracknabeal VIC 3393
ABN: 24 640 824 591

Ph. 03 5398 0100 Fax. 03 5398 2502
Website: www.yarriambiack.vic.gov.au
Email: info@yarriambiack.vic.gov.au
Office Hours: Mon-Fri 8:30am to 5:00pm

PURCHASE ORDER

Preston Rowe Paterson Horsham & Wimmera Pty Ltd
PO Box 1002
HORSHAM VIC 3402
AUS
ABN: 58937654644

Purchase Order Number PO-7474
Purchase Order Date 29 Nov 2022

Account Number
Reference

Description	Quantity	Unit Price	GST	Amount AUD
Weekly Rental Valuation - Warracknabeal Regional Livestock Exchange - Canteen.	1.00	800.00	10%	800.00
Subtotal				800.00
Total GST 10%				80.00
TOTAL AUD				880.00

Suppliers who accept a purchase order requisition to provide goods and/or services to Yarriambiack Shire Council must accept the terms and conditions that are outlined in the [General Conditions of the Provision of Goods and/or Services](#) located on the Yarriambiack Shire Council Website under the section Doing Business with Council. Purchases of goods, services or works equal to or greater than eighty thousand dollars are governed by an independent contract that outlines the specific procurement activity terms and conditions. All suppliers must adhere to the requirements in the [Victorian Public Sector Supplier Code of Conduct](#). For supplier payments to be processed, all invoices are to be accompanied by the reference to the applicable purchase order number. All invoices are to be emailed to accounts@yarriambiack.vic.gov.au.

DELIVERY DETAILS

Delivery Address
Attention
Delivery Instructions
Telephone



APPENDIX D LAND VICTORIA REPORTS

PROPERTY REPORT



From www.planning.vic.gov.au at 20 December 2022 04:31 PM

PROPERTY DETAILS

Address: **74 HENTY HIGHWAY WARRACKNABEAL 3393**
Crown Description: **Allot. 1 Sec. 41 TOWNSHIP OF WARRACKNABEAL**
Standard Parcel Identifier (SPI): **1-41\PP5834**
Local Government Area (Council): **YARRIAMBIAICK**
Council Property Number: **9165**
Directory Reference: **Vicroads 548 E10**

www.yarriambiack.vic.gov.au

SITE DIMENSIONS

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



Area: 44152 sq. m (4.42 ha)

Perimeter: 1448 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.

1 overlapping dimension label is not being displayed

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: **WESTERN VICTORIA**
Legislative Assembly: **LOWAN**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>



PROPERTY REPORT



Environment,
Land, Water
and Planning

Area Map





PLANNING PROPERTY REPORT



From www.planning.vic.gov.au at 20 December 2022 04:31 PM

PROPERTY DETAILS

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Crown Description: **Allot. 1 Sec. 41 TOWNSHIP OF WARRACKNABEAL**
Standard Parcel Identifier (SPI): **1-41\PP5834**
Local Government Area (Council): **YARRIAMBIACK** www.yarriambiack.vic.gov.au
Council Property Number: **9165**
Planning Scheme: **Yarriambiack** [Planning Scheme - Yarriambiack](#)
Directory Reference: **Vicroads 548 E10**

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: **WESTERN VICTORIA**
Legislative Assembly: **LOWAN**
OTHER
Registered Aboriginal Party: **Barengi Gadjin Land Council**
Aboriginal Corporation

[View location in VicPlan](#)

Planning Zones

PUBLIC USE ZONE - LOCAL GOVERNMENT (PUZ6)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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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).

PLANNING PROPERTY REPORT: 74 HENTY HIGHWAY WARRACKNABEAL 3393

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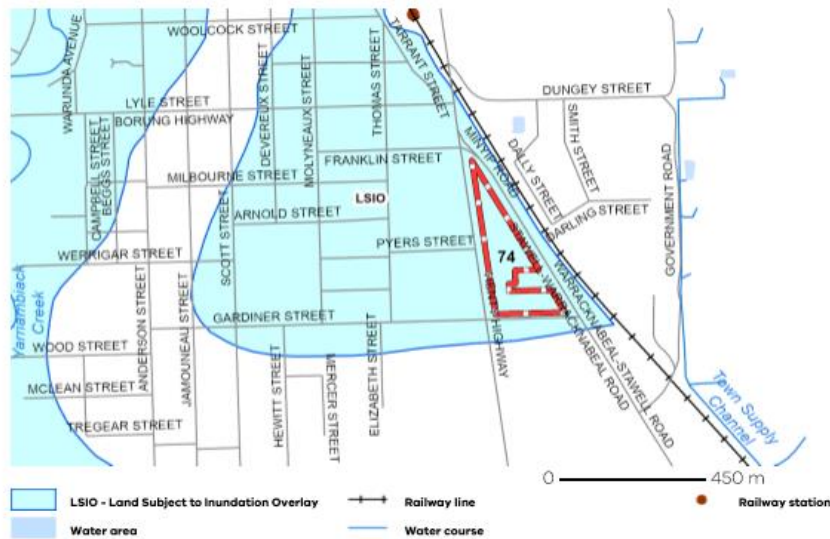
PLANNING PROPERTY REPORT



Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIOS)



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Read the full disclaimer at <https://www.delve.vic.gov.au/disclaimer>

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PLANNING PROPERTY REPORT



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[HERITAGE OVERLAY \(HO\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Further Planning Information

Planning scheme data last updated on 15 December 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>

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PLANNING PROPERTY REPORT: 74 HENTY HIGHWAY WARRACKNABEAL 3393

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PLANNING PROPERTY REPORT

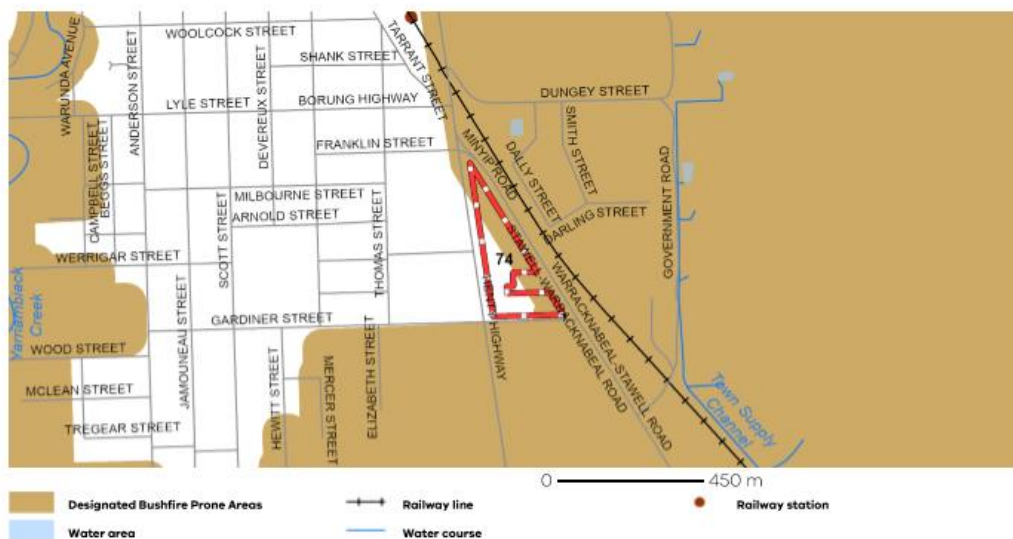


Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in VicPlan to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>

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>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#).

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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).

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