



Preston Rowe Paterson

International Property Consultants and Valuers



Residential Valuation Report

16 Stewart Street, Rupanyup VIC 3388

VALUATION REPORT



Property Address:	16 Stewart Street, Rupanyup VIC 3388
Instructing Party/Client:	Tammy Smith Yarriambiack Shire Council 34 Lyle Street, Warracknabeal VIC 3393
Reliant Parties:	Yarriambiack Shire Council
Purpose of Valuation:	Consultancy purposes and for no other purpose
Basis of Valuation:	Market Value subject to Vacant Possession 'As Is' as at the 15 th November 2023 based on a desktop assessment
PRP File Reference:	1143823
Date of Valuation:	15 th November 2023
Date of Issue:	15 th November 2023

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TABLE OF CONTENTS

1.	Executive Summary.....	1
2.	Client/Instructing Party	4
3.	Instructions	4
4.	Date of Valuation	4
5.	Photographs (TAKEN DURING INITIAL INSPECTION)	4
6.	Title Details	6
7.	Location	7
8.	Land and Site Details	10
9.	Planning	11
10.	Improvements.....	12
11.	Age and State of Repair.....	13
12.	Sale History & Sales Evidence	13
13.	Recommended Documents to Sight.....	16
14.	Valuation Approach & Methodology.....	17
15.	General and Market Commentaries	18
16.	Valuation Definitions.....	18
17.	Goods and Services Tax Approach	18
18.	Terms and Conditions	19
19.	Market Value.....	22
20.	Valuation Compliance Statement	23
21.	Valuer Signatories.....	23
	Appendix A Letter of Instruction	24
	Appendix B Certificate of Title and Lodged Plan	25
	Appendix C Land Victoria Reports.....	27

1. 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:	16 Stewart Street, Rupanyup VIC 3388				
Date of Initial Inspection:	6 th June 2023				
Date of Desktop Valuation:	15 th November 2023				
Instructing Party/Client:	Tammy Smith Yarriambiack Shire Council 34 Lyle Street, Warracknabeal VIC 3393				
Reliant Parties:	Yarriambiack Shire Council				
Special Instructions:	We refer to our letter of instruction annexed hereto as Appendix A				
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 the 15 th November 2023 based on a desktop assessment				
Interest to be Valued:	Fee Simple with Vacant Possession subject to the Critical Assumptions, Terms and Conditions and Specific Assumptions Terms and Conditions as noted in this report				
Property Description:	<p>The subject property comprises a rectangular-shaped and near-level Township Zone allotment of 943 m² situated approximately 300 metres south-east from the Rupanyup post office in an established residential area on the north-western corner of Stewart Street and Walter Street.</p> <p>Constructed on the land is a detached circa 1940 single storey weatherboard dwelling with a corrugated galvanised iron roof. The dwelling has been significantly damaged by fire. It is considered that the state of the dwelling renders it beyond repair and that it would be required to be demolished by any potential purchaser.</p> <p>Situated to the rear of the dwelling is a detached building which has also been significantly damaged by fire and is considered to be beyond repair. We note that there is some remaining fibro cement sheet cladding to this building. This cladding material may contain asbestos. However, it appears to be in stable condition, and its use is not considered unusual given the age of the improvements.</p>				
Land Area:	943 m ²				
Dwelling Area:	147 m ²				
Registered Proprietor:	Ian Kenneth Haig as Sole Proprietor under Instrument Number AJ850644L registered 13 th August 2012				
Title Details:	<u>Description</u>	<u>Lot</u>	<u>Plan</u>	<u>Volume</u>	<u>Folio</u>
	Freehold	Lot 2	LP218912F	09930	290
Encumbrances:	Nil				
Zoning:	Township Zone (TZ)				

Local Government Area:	Yarriambiack Shire Council
Details of Last Sale:	The owner purchased the subject property for \$56,500 on the 13 th June 2012.
Valuation Approach:	Primary Approach – Summation Secondary Approach – Direct Comparison (land area)
Market Value:	Market Value subject to Vacant Possession 'As Is' based on a Desktop Assessment \$25,000 (Twenty-Five Thousand Dollars)
Critical Assumptions:	<p>In addition to matters specifically referred to elsewhere in this report, the following assumptions have been made for the purposes of preparing this report:-</p> <ul style="list-style-type: none"> • We assume that information provided Instructing Party is correct and not misleading towards forming an understanding of the property for the purposes of this valuation; • We have carried out a desktop assessment of the subject property and relied on information gathered during our full inspection which took place on the 6th June 2023. Our valuation is provided on the basis that there have been no material changes to the property between the date of our desktop assessment and the date of full inspection which would affect the marketability or market value. We reserve the right to review our valuation should this assumption prove to be incorrect; • We assume that the property is unaffected by any road resumption proposals; • The above land area has been taken from the Lodged 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 are beyond repair and would require demolition; • We have not sighted an asbestos report; • We are not experts in asbestos-related matters. 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 that is in a condition that poses a threat to humans and/or requires remediation works to be undertaken at a significant cost, we reserve the right to review our opinion of value; • We assume that the property is free from any contamination issues. <p>Should any of these assumptions prove to be incorrect, we reserve the right to review our valuation.</p>

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 made a personal inspection of the property on the 6th June 2023;
- 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.

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, Director - Certified Practising Valuer
AAPI Reg. 105391

Counter Signatory:



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



2. CLIENT/INSTRUCTING PARTY

Instructing Party/Client:	Tammy Smith Yarriambiack Shire Council 34 Lyle Street, Warracknabeal VIC 3393
Reliant Parties:	Yarriambiack Shire Council

3. INSTRUCTIONS

Date of Instruction:	15 th November 2023
Property Address:	16 Stewart Street, Rupanyup VIC 3388
Interest to be Valued:	Fee Simple with Vacant Possession subject to the Critical Assumptions, Terms and Conditions and Specific 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 the 15 th November 2023 based on a desktop assessment
Special Instructions:	Please see Appendix A for a copy of our instructions.

4. DATE OF VALUATION

Date of Initial Inspection:	6 th June 2023
Date of Desktop Valuation:	15 th November 2023

5. PHOTOGRAPHS (TAKEN DURING INITIAL INSPECTION)



Front of dwelling



Side of dwelling



Rear of dwelling



Detached building



Dwelling internal



Dwelling internal



Dwelling internal



Dwelling internal



Dwelling internal

6. TITLE DETAILS

Title Search: Certificate of Title sighted and provided with our initial instructions

Survey Plan: Title Plan sighted and provided with our initial instructions

Title details are summarised as follows:-

DESCRIPTION	LOT	PLAN	VOLUME	FOLIO
Freehold	Lot 2	LP218912F	09930	290

Registered Proprietor: Ian Kenneth Haig as Sole Proprietor under Instrument Number AJ850644L registered 13th August 2012

Encumbrances: Nil

Leases Registered on Title: No

Titles and Easements Statement:

We have relied on a copy of Certificate of Title dated 3rd November 2022, which was provided with our initial instructions. 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. LOCATION

Physical Location:

The subject property is situated approximately 350 metres south from the Rupanyup post office in an established residential area on the north-western side of Stewart Street and Walter Street.

Rupanyup is a small Wimmera township of 545 people (2021 Census) situated approximately 44 kilometres east from Horsham. Rupanyup has basic infrastructure, with major services situated in Horsham.

Neighbourhood & Surrounding Development:

The surrounding development consists of residential dwellings of varying quality.

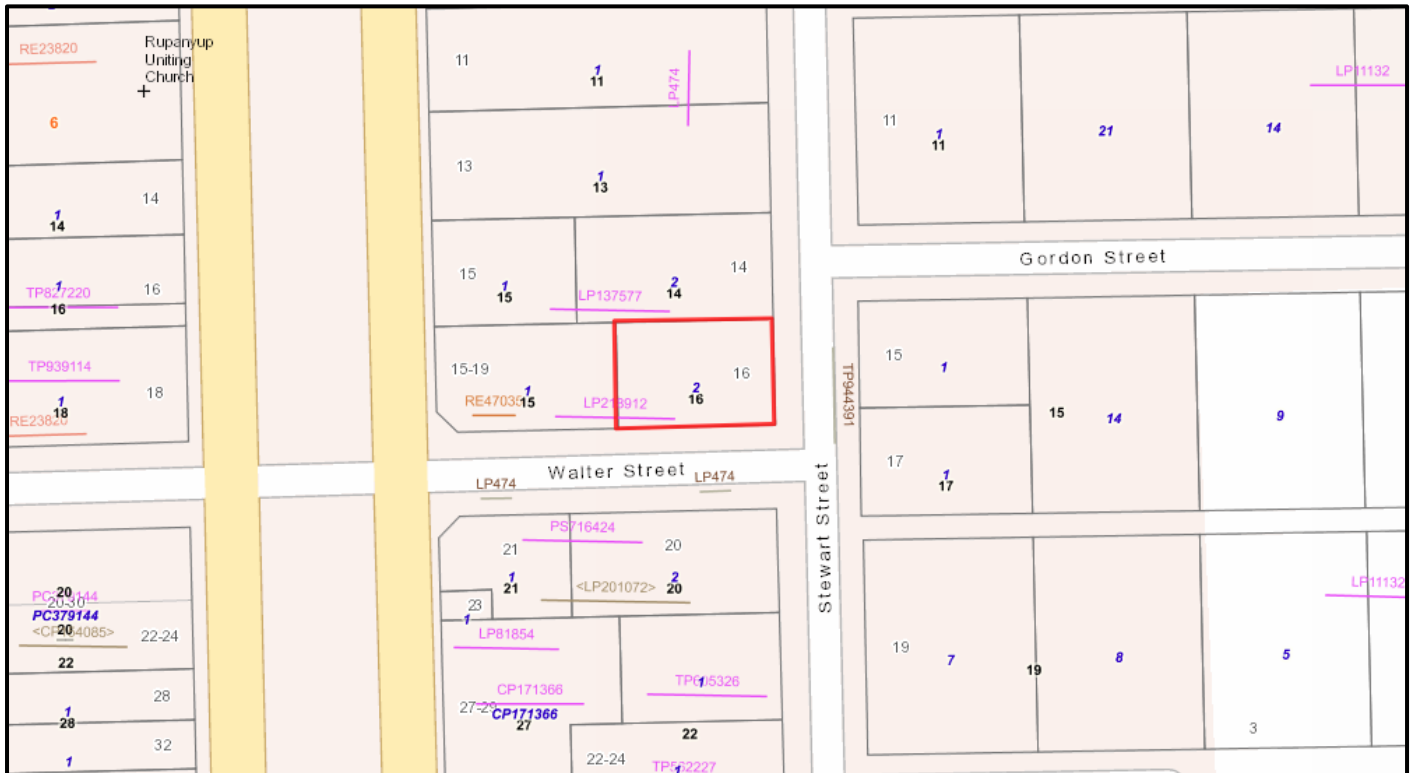
Proximity to Amenities:

AMENITY	NAME	DESCRIPTION	DISTANCE
Primary Schools	Rupanyup Primary School	Local primary school	550 metres
Secondary Schools	Murtoa College	Closest secondary school	15.6 kilometres
Recreation Facilities	Rupanyup Recreation Reserve	Local recreation reserve	650 metres
Local Shops	Rupanyup IGA	Local supermarket	200 metres
Regional Shops	Horsham Plaza	Regional shopping centre	46.5 kilometres
Public Transport	Cromie Street bus stop	Closest bus stop	300 metres
Road Linkages	Cromie Street / Wimmera Highway (B210)	Regional highway	400 metres

Location Maps:



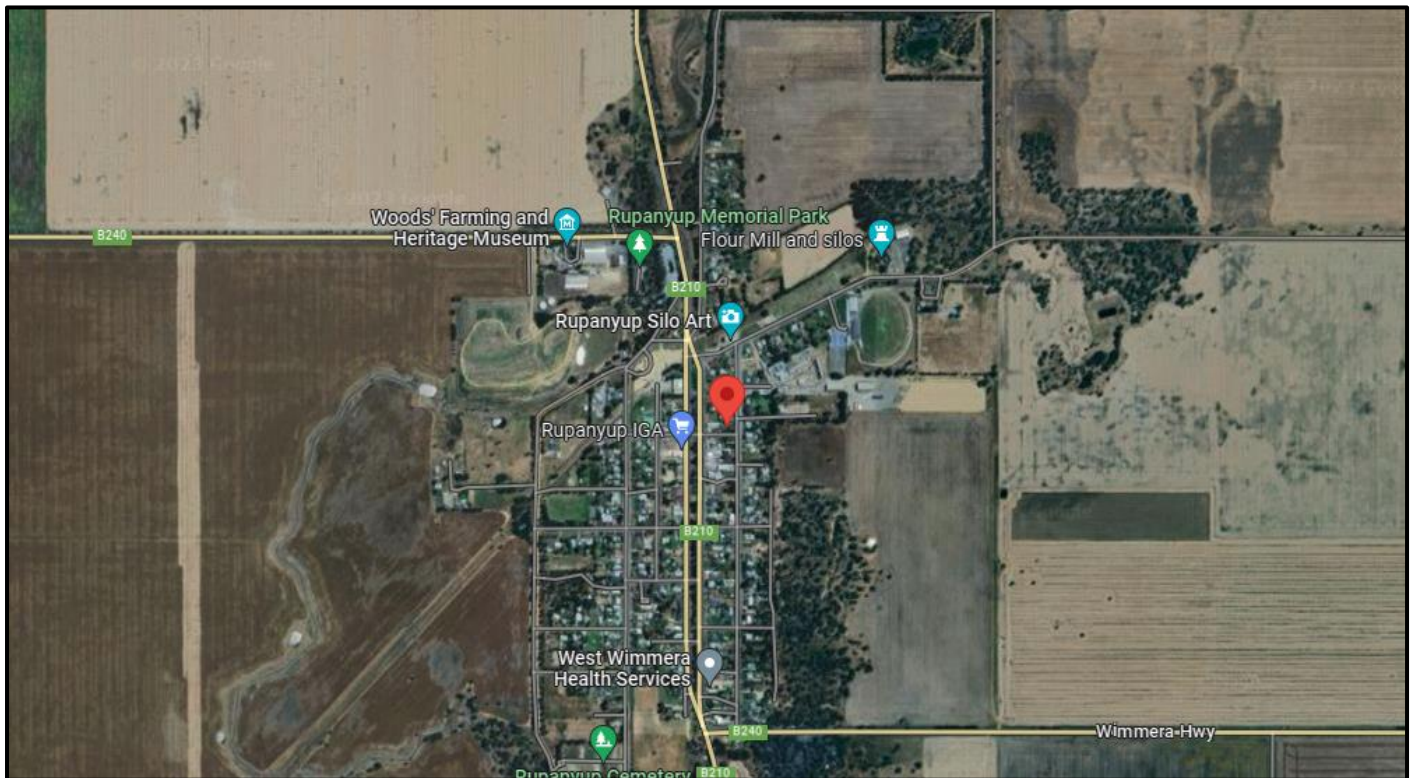
Source: mapshare.vic.gov.au



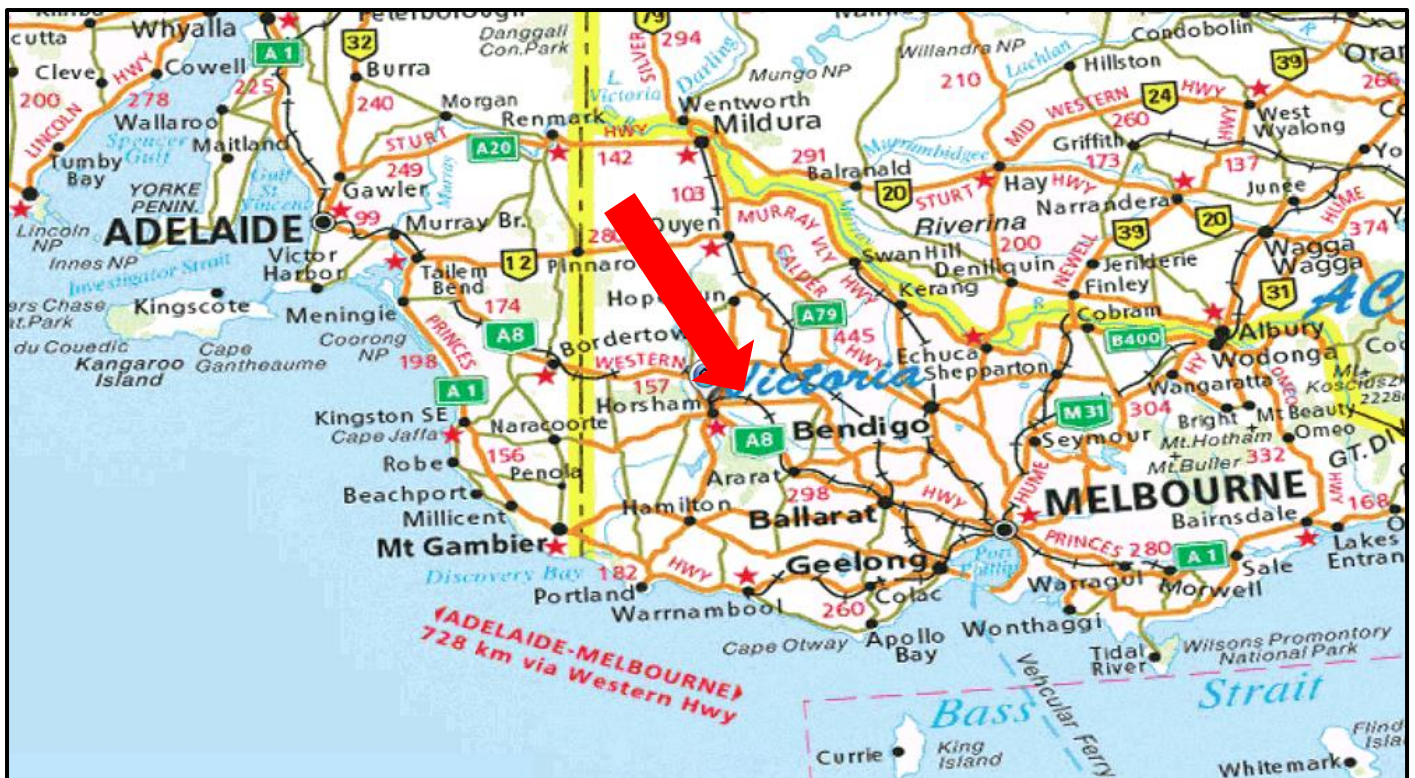
Source: maps.land.vic.gov.au/lassi/



Source: maps.land.vic.gov.au/lassi/



Source: google.com.au



Source: street-directory.com.au

8. LAND AND SITE DETAILS

The land is briefly described as follows:-

PARCEL	FRONTAGE	DEPTH	AREA OF PARCEL	SHAPE
1	25.15 metres	37.49 metres	943 m ²	Rectangular

Site Identification: The site has been identified with reference to a copy of the Lodged Plan, an internet-sourced plan and our physical inspection.

Site Description: The site consists of a rectangular-shaped residential allotment.

Topography: The subject allotment is near level in surface contour.

Aspect: The subject property has an urban aspect towards the east.

Roads: Stewart Street at this location comprises a fully constructed bitumen sealed road with no kerb or channelling.

Access: Access to the subject property is provided by Walter Street, being a bitumen sealed road which runs in an east – west direction along the southern boundary of the allotment.

Services: Electricity, phone, water and septic sewerage.

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.

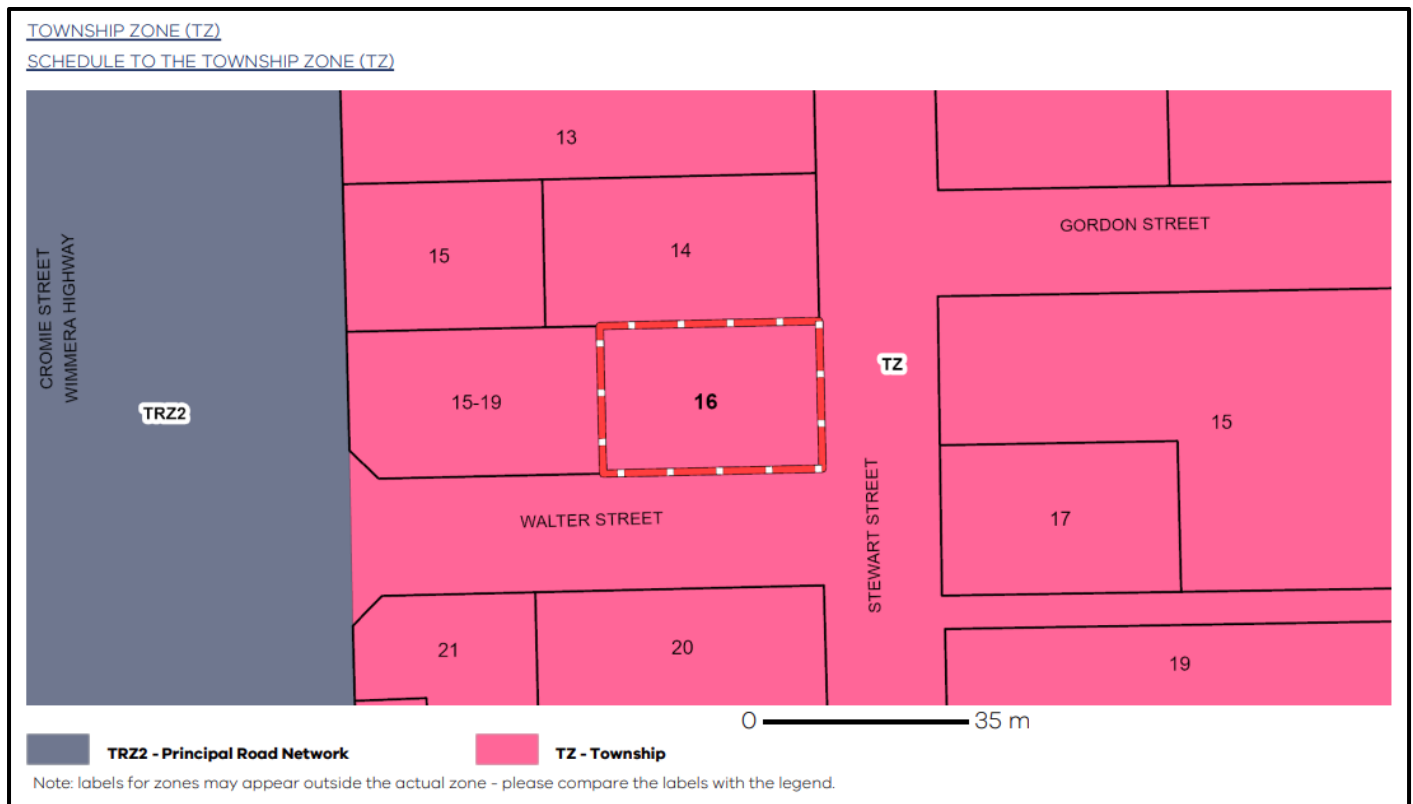
9. PLANNING

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

Local Government Area:	Yarriambiack Shire Council
Zoning:	Township Zone (TZ)
Purpose of Zoning:	<ul style="list-style-type: none"> To implement the Municipal Planning Strategy and the Planning Policy Framework. To provide for residential development and a range of commercial, industrial and other uses in small towns. To encourage development that respects the neighbourhood character of the area. To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.
Planning Scheme:	Yarriambiack Shire Council Planning Scheme
Planning Scheme Overlays:	Nil
Overlay Discussion:	We have reviewed the above overlay and do not believe it has a detrimental impact on the marketability or the market value of this property in its current context.
Proposed Zoning Changes:	None known or apparent
Permissible Land Uses:	Those that comply with the zoning
Land Use Conformity:	Existing use appears to conform to the 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: land.vic.gov.au

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. IMPROVEMENTS

Constructed on the land is a detached circa 1940 single storey weatherboard dwelling with a corrugated galvanised iron roof. The dwelling has been significantly damaged by fire. It is considered that the state of the dwelling renders it beyond repair and that it would be required to be demolished by any potential purchaser.

Situated to the rear of the dwelling is a detached building which has also been significantly damaged by fire and is considered to be beyond repair. We note that there is some remaining fibro cement sheet cladding to this building. This cladding material may contain asbestos. However, it appears to be in stable condition, and its use is not considered unusual given the age of the improvements.

11. AGE AND STATE OF REPAIR

Age of Improvements:	Constructed circa 1940
Age of Additions:	Nil
State of Repair of Improvements:	Poor/uninhabitable and beyond repair
Essential Repairs:	Demolition of dwelling and clearing of site
Estimated Cost of Repairs:	\$20,000

Planning Statement:

Building Compliance

It is considered that the state of the dwelling renders it beyond repair and that it would be required to be demolished by any potential purchaser.

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

The dwelling has been significantly damaged by fire and is considered to be beyond repair. We advise that we are not experts specialising in this area of consultancy, however, if the 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 if their advice indicates outcomes that materially vary from the assumptions made throughout this report, then we reserve the right to reassess our opinion of value.

Asbestos

With regard to asbestos, we advise that the improvements were constructed prior to 1990 and asbestos appears to have been utilised in the construction of the detached building to the rear of the dwelling. Asbestos left in situ poses little threat to humans if in reasonably well-kept condition. 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 that there is no asbestos on site that is in a condition that would pose a threat to humans. 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 that is in a condition that would pose a threat to humans and/or requires remediation works to be undertaken at a significant cost, we reserve the right to review our opinion of value.

12. SALE HISTORY & SALES EVIDENCE

Sale History – The Subject Property

Last Recorded Sale Price:	\$56,500
Last Recorded Sale Date:	13 th June 2012
Prior Sale Comment:	The owner purchased the subject property for \$56,500 on the 13 th June 2012.
Is Property Under Offer or a Contract of Sale:	No

Sales Evidence:

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

Sale Property 1	Lot 38 LP12400, Dyer Street, Rupanyup VIC 3388
Sale Price:	\$55,000
Sale Date:	07/11/2022
Brief Description:	Comprises a vacant, rectangular-shaped and near-level Township Zone allotment of 1,390 m ² . No utility services available. Sealed road access. Located towards the southern end of the township.
Analysis:	Indicates \$40 per m ²
Comparison to Subject:	Larger allotment. Slightly inferior location towards the southern end of the township. Considered to have attracted a lower rate per m ² than the subject allotment would attract given the larger size of the allotment and the slightly inferior location. Overall, a superior allotment.

Sale Property 2	Lot 30 LP009711, McIntosh Avenue, Rupanyup VIC 3388
Sale Price:	\$49,990
Sale Date:	04/05/2022
Brief Description:	Comprises a vacant, rectangular-shaped and near-level Township Zone allotment of 1,047 m ² . All usual services available for connection. Gravel road access. Located on the western fringe of the township.
Analysis:	Indicates \$48 per m ²
Comparison to Subject:	Larger allotment. Slightly inferior location on the western fringe of the township. Considered to have attracted a slightly lower rate per m ² than the subject allotment would attract given the larger size of the allotment and the slightly inferior location.

Sale Property 3	Lot 1 TP165539, 102 Cromie Street, Rupanyup VIC 3388
Sale Price:	\$46,000
Sale Date:	19/11/2021
Brief Description:	Comprises a vacant, rectangular-shaped and near-level Township Zone allotment of 1,395 m ² . All usual services available for connection. Gravel road access. Located at the southern end of the township.
Analysis:	Indicates \$33 per m ²
Comparison to Subject:	Larger allotment. Slightly inferior location towards the southern end of the township. Considered to have attracted a lower rate per m ² than the subject allotment would attract given the larger size of the allotment, the slightly inferior location and the age of the sale, whereby the more recent sales of Lot 38 LP12400, Dyer Street and Lot 30 LP009711, McIntosh Avenue indicate that the market for residential land in Rupanyup has strengthened since this sale occurred.



Sale Property 4	Lot 36 LP009711, McIntosh Avenue, Rupanyup VIC 3388
Sale Price:	\$39,000
Sale Date:	02/07/2021
Brief Description:	Comprises a vacant, rectangular-shaped and near-level Township Zone allotment of 990 m ² . All usual services available for connection. Gravel road access. Located towards the western fringe of the township.
Analysis:	Indicates \$39 per m ²
Comparison to Subject:	Larger allotment. Slightly inferior location on the western fringe of the township. Considered to have attracted a lower rate per m ² than the subject allotment would attract given the larger size of the allotment and the slightly inferior location. Overall, a comparable allotment but sold for a lower price due to the slightly inferior location and the age of the sale, whereby the more recent sales of Lot 38 LP12400, Dyer Street and Lot 30 LP009711, McIntosh Avenue indicate that the market for residential land in Rupanyup has strengthened since these sales occurred.

Sales Discussion:

Primary Approach: Summation

The four most recent sales of vacant land in Rupanyup, which date back to July 2021, are indicating levels of value ranging from \$33 per m² through to \$48 per m².

It is considered that Lot 38 LP12400, Dyer Street (\$40 per m²) attracted a lower rate per m² than the subject allotment would attract given the larger size and slightly inferior location of the sale allotment.

It is considered that Lot 30 LP009711, McIntosh Avenue (\$48 per m²) attracted a slightly lower rate per m² than the subject allotment would attract given the larger size of the allotment and the slightly inferior location.

It is considered that Lot 1 TP165539, 102 Cromie Street (\$33 per m²) and Lot 36 LP009711, McIntosh Avenue (\$39 per m²) both attracted lower rates per m² than the subject allotment would attract given the larger size of the allotments and the slightly inferior locations as well as the age of these sales, whereby the more recent sales of Lot 38 LP12400, Dyer Street (\$40 per m²) and Lot 30 LP009711, McIntosh Avenue (\$48 per m²) indicate that the market for residential land in Rupanyup has strengthened since these sales occurred.

That being said, we advise that there has been a recent sale in the nearby township of Murtoa (Lot 1 TP115641, 16 Webb Street) which sold for \$31,500, or \$37 per m², in April 2023, with the adjoining allotment (Lot 1 TP115642, 14 Webb Street) having sold for \$47,000, or \$54 per m², in November 2021. This indicates a reduction of approximately 33%. Whilst there are no sales in Rupanyup itself to substantiate that this trend has continued to the Rupanyup market, given that the most recent sale in Rupanyup was in November 2022, a more cautious approach has been taken in adopting an appropriate rate for the subject allotment.

On balance, a rate of **\$50 per m²** has been deemed appropriate for the subject allotment.

The dwelling has been significantly damaged by fire. It is considered that the state of the dwelling renders it beyond repair and that it would be required to be demolished by any potential purchaser. As such, an allowance of \$20,000 has been made for the demolition of the dwelling and the clearing of the site.



Secondary Approach: Direct Comparison (Land Area)

As aforementioned, the four most recent sales of vacant land in Rupanyup, which date back to July 2021, are indicating levels of value ranging from \$33 per m² through to \$48 per m².

After applying a rate of \$50 per m² to the subject allotment and making an allowance of \$20,000 for the demolition of the subject dwelling and the clearing of the site., the subject property equates to a direct comparison rate in the vicinity of **\$25 per m²**. Whilst this rate is below the market range of \$33 per m² through to \$48 per m², it is reflective of the condition of the subject dwelling.

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. 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, Lodged Plan (copies provided with our instructions and attached at Appendix B).

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. VALUATION APPROACH & METHODOLOGY

Introduction:

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

PRIMARY:

Summation Approach:

To consider our summation approach we have:-

- Assessed an estimate of land value;
- Deducted an allowance of \$20,000 for the demolition of the dwelling and the clearing of the site.

COMPONENT	AREA	RATE	VALUE (ROUNDED)
Underlying land value	943 m ²	\$50 per m ²	\$45,000
Demolition and site clearing allowance		Say	(\$20,000)
Assessed market value			\$25,000

SECONDARY:

Direct Comparison Approach:

To consider our valuation of the subject property using the Direct Comparison Approach, we have had regard to the individual characteristics of the subject property relative to our analysis of the available market evidence.

COMPONENT	AREA	RATE	VALUE (ROUNDED)
Land area	943 m ²	\$25 per m ²	\$25,000

Valuation Reconciliation:

SUMMATION APPROACH	DIRECT COMPARISON APPROACH	ADOPTED MARKET VALUE
\$25,000	\$25,000	\$25,000

15. GENERAL AND MARKET COMMENTARIES

Market Conditions:

Recent Market Direction:	There was a period of 12-24 months of significant growth within the local property market. However, there have not been any recent sales in Rupanyup to establish an accurate market direction. However, the recent sale of 16 Webb Street, which sold for \$31,500, indicates that the market for vacant land in Murtoa has weakened given that 14 Webb Street, which adjoins 16 Webb Street, sold for \$47,000 in November 2021. Whilst there are no sales in Rupanyup itself to substantiate that this trend has continued to the Rupanyup market, given that the most recent sale in Rupanyup was in November 2022, a more cautious approach has been taken in adopting an appropriate rate for the subject allotment.
Level of Market Activity:	Limited sales activity
Marketability:	Fair
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 0-6 months assuming an adequate marketing campaign and satisfactory advertising budget.

Local Property Climate for This Class of Property:

The general residential property market in Rupanyup has experienced strong levels of growth over the past 12-24 months, although prices appear to have stabilised in more recent times. However, specifically relating to the vacant land market, the recent sale of 16 Webb Street, which sold for \$31,500, indicates that the market for vacant land in Murtoa has weakened given that 14 Webb Street, which adjoins 16 Webb Street, sold for \$47,000 in November 2021.

Discussions with local real estate agents indicate the enquiry levels have returned to 'pre-COVID' levels, and days on market have increased again. 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. 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. 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.

¹ As defined by the International Valuation Standards 2022



18. 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 who 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.

Limitation of Liability

7. 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.
8. 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.
9. You agree to this Limitation of Liability and these Terms and Conditions whether such liability arises under contract, at common law or under Statute.
10. 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;
11. 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.
12. If for any reason the releases or indemnities set out in clauses 7-11 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.

Your Obligations

13. 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.
14. 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.
15. 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.
16. You authorise and licence Us to incorporate Your intellectual property within Our report(s).
17. 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.
18. 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.
19. 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;

20. 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.
21. 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 in the 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.
22. 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;
23. 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;
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) Town Planning Information; (c) Town 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.

Executive Summary

36. 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.

Expert Witness Services for Litigation

37. 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. MARKET VALUE

We are of the opinion that the **Market Value subject to Vacant Possession - As Is based on a Desktop Assessment of 16 Stewart Street, Rupanyup VIC 3388** as at the **15th November 2023** is **\$25,000 (Twenty-Five Thousand Dollars)**

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. 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. 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, Director - Certified Practising Valuer
AAPI Reg. 105391

Counter Signatory:

Signature of Check Valuer on behalf of

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



APPENDIX A LETTER OF INSTRUCTION

Neville Nicholson

From: Tammy Smith <TSmith@yarriambiack.vic.gov.au>
Sent: Wednesday, 15 November 2023 12:59 PM
To: Ben Sawyer
Cc: Chantelle Pitt
Subject: Revised Valuation Report for 16 Stewart Street Rupanyup

Hi Ben

Are you able to send us through a revised valuation report for 16 Stewart Street Rupanyup. I believe it is now greater than 6 months old.
Council is now looking to transfer the property into Council's name.

Would it be possible to have the report by Friday?

Thanks Tammy



Tammy Smith
Chief Executive Officer

Email TSmith@yarriambiack.vic.gov.au
Direct 03 5398 0119 | **Mobile** 0438 337 175
Fax 03 5398 2502 | **Office** 03 5398 0100
Website yarriambiack.vic.gov.au
Postal PO Box 243 Warracknabeal, Vic, 3393
Warracknabeal Office 34 Lyle Street, Warracknabeal, Vic, 3393

Yarriambiack Shire Council acknowledges that the activities of Yarriambiack Shire Council are held under the traditional Wergaia and Jupagulk people. We pay respects to their Elders past, present and emerging as well as to all First Nations people.

This is an e-mail from Yarriambiack Shire Council. It is confidential to the ordinary user of the e-mail address to which it was addressed and may contain copyright and/or legally privileged information. If you receive this e-mail in error, please return to sender. Any personal or sensitive information contained in this email and attachments must be handled in accordance with the relevant privacy policy. Be aware that this e-mail and any attachments to it may not be free from viruses in their various forms.



APPENDIX B CERTIFICATE OF TITLE AND LODGED 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

VOLUME 09930 FOLIO 290

Security no : 124101539394W
Produced 02/11/2022 05:43 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 218912F.
PARENT TITLES :
Volume 04507 Folio 220 Volume 07397 Folio 313
Created by instrument LP218912F 02/02/1990

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
IAN KENNETH HAIG of 16 STEWART STREET RUPANYUP VIC 3388
AJ850644L 13/08/2012

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP218912F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

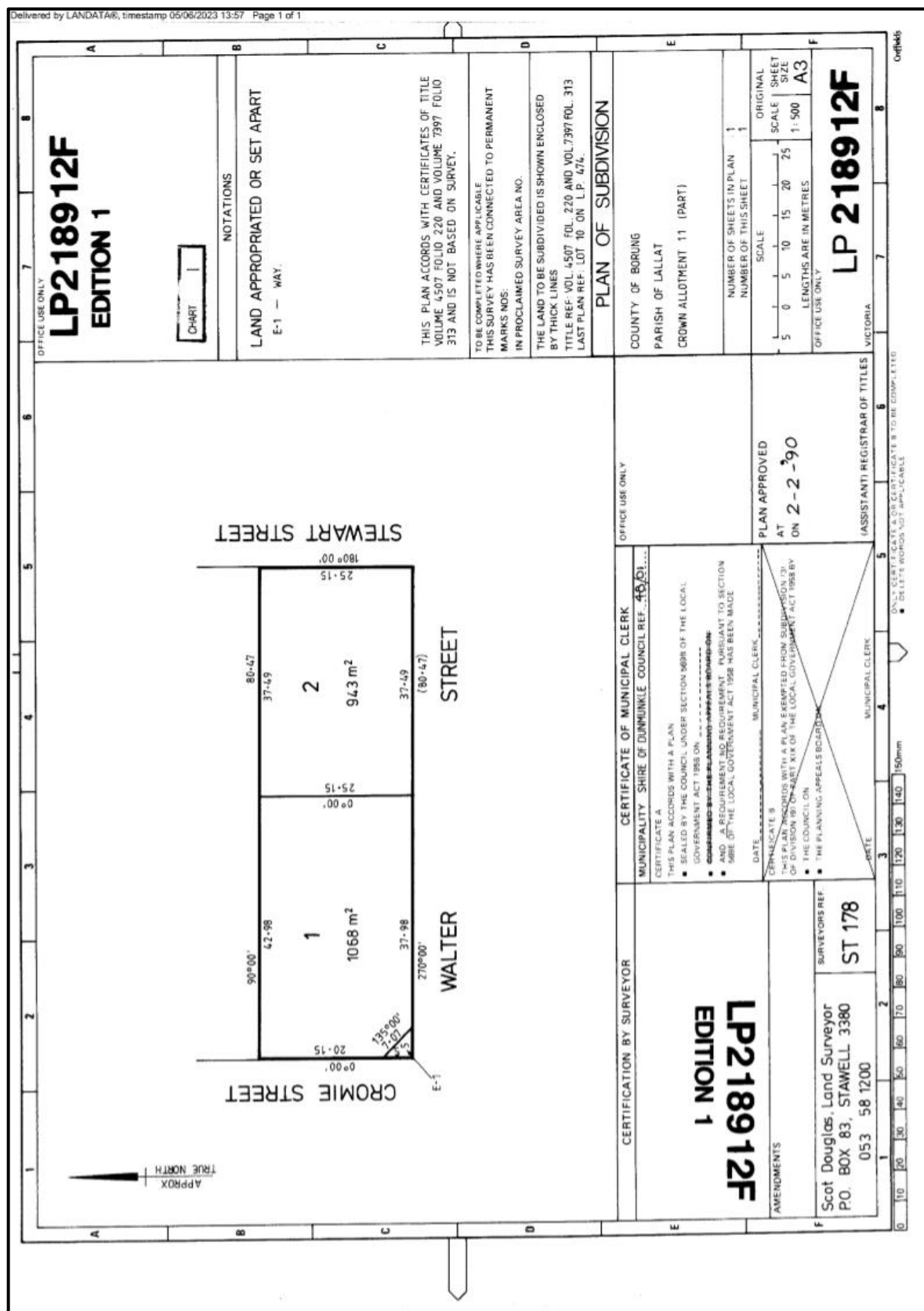
Additional information: (not part of the Register Search Statement)

Street Address: 16 STEWART STREET RUPANYUP VIC 3388

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by CreditorWatch - ASIC Extracts has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.





APPENDIX C LAND VICTORIA REPORTS

PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 05 June 2023 02:00 PM

PROPERTY DETAILS

Address:

16 STEWART STREET RUPANYUP 3388

Lot and Plan Number:

Lot 2 LP218912

Standard Parcel Identifier (SPI):

2\LP218912

Local Government Area (Council):

YARRIAMBIACK

www.yarriambiack.vic.gov.au

Council Property Number:

7356

Directory Reference:

Vicroads 549 M10

SITE DIMENSIONS

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



Area: 934 sq. m

Perimeter: 125 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:

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>

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PROPERTY REPORT: 16 STEWART STREET RUPANYUP 3388

Page 1 of 2

PRP Ref: 1143823

16 Stewart Street, Rupanyup VIC 3388

Page 27 of 31



PROPERTY REPORT



Environment,
Land, Water
and Planning

Area Map



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PROPERTY REPORT: 16 STEWART STREET RUPANYUP 3388

Page 2 of 2



PLANNING PROPERTY REPORT



From www.planning.vic.gov.au at 05 June 2023 02:00 PM

PROPERTY DETAILS

Address: **16 STEWART STREET RUPANYUP 3388**
Lot and Plan Number: **Lot 2 LP218912**
Standard Parcel Identifier (SPI): **2\LP218912**
Local Government Area (Council): **YARRIAMBIACK** www.yarriambiack.vic.gov.au
Council Property Number: **7356**
Planning Scheme: **Yarriambiack** [Planning Scheme - Yarriambiack](#)
Directory Reference: **Vicroads 549 M10**

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

[TOWNSHIP ZONE \(TZ\)](#)

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



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

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

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: 16 STEWART STREET RUPANYUP 3388

Page 1 of 3



PLANNING PROPERTY REPORT



Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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 1 June 2023.

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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Read the full disclaimer at <https://www.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).

PLANNING PROPERTY REPORT: 16 STEWART STREET RUPANYUP 3388

Page 2 of 3

PLANNING PROPERTY REPORT



Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. 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 \(environment.vic.gov.au\)](https://nativevegetation.vic.gov.au/) or please contact your relevant council.

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

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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: 16 STEWART STREET RUPANYUP 3388

Page 3 of 3