

Aargus

Environmental - Remediation - Engineering - Laboratories - Drilling

PRELIMINARY SITE INVESTIGATION

**9-11 Nelson Street,
Chatswood NSW**

Prepared for

Urbis Pty Ltd

6th October 2020

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TABLE OF CONTENTS

TABLE OF CONTENTS	3
LIST OF TABLES.....	4
LIST OF FIGURES.....	4
LIST OF APPENDICES	5
ABBREVIATIONS.....	6
EXECUTIVE SUMMARY	7
1 INTRODUCTION	9
1.1 BACKGROUND.....	9
1.2 OBJECTIVE.....	10
1.3 SCOPE OF WORKS	11
2 SITE IDENTIFICATION AND DESCRIPTION	12
2.1 SITE IDENTIFICATION.....	12
2.2 SITE INSPECTION	13
2.3 TOPOGRAPHY AND SURFACE WATER DRAINAGE.....	14
2.4 SURROUNDING LAND USES	14
3 SITE HISTORY	15
3.1 LAND TITLES	15
3.2 AERIAL PHOTOGRAPHS	16
3.3 EPA RECORDS.....	17
3.3.1 CLM Act 1997	17
3.3.2 POEO Register	18
3.4 PRODUCT SPILL & LOSS HISTORY.....	19
3.5 DISCHARGES TO LAND, WATER AND AIR	19
3.6 COMPLAINTS HISTORY	19
3.7 HISTORICAL USE OF ADJACENT LAND	19
3.8 DISCUSSION AND SUMMARY OF SITE HISTORY	20
4 ENVIRONMENTAL SETTING	21
4.1 SENSITIVE ENVIRONMENTAL RECEPTORS.....	21
4.2 SOIL.....	21
4.3 GEOLOGY	21
4.4 ACID SULFATE SOILS.....	21
4.5 HYDROGEOLOGY	22
4.6 LOCAL METEOROLOGY	23
5 AREAS OF POTENTIAL ENVIRONMENTAL CONCERN.....	24
6 PRELIMINARY CONCEPTUAL SITE MODEL.....	25
6.1 CONCEPTUAL SITE MODEL	25
6.1.1 Data Gaps	26
7 CONCLUSION AND RECOMMENDATIONS	27
LIMITATIONS.....	28
REFERENCES	30

LIST OF TABLES

Table 1: Site Identification.....	12
Table 2: Surrounding Land Uses	14
Table 3: Land Title Information	15
Table 4: Summary of Historical Aerial Photos.....	16
Table 5: Summary of EPA Records	18
Table 6: Summary of Registered Groundwater Bore Records	22
Table 7: Summary of Potential Areas and Contaminants of Concern	24
Table 8: Conceptual Site Model	26

LIST OF FIGURES

Figure 1:	Site Locality
Figure 2:	Site Lot and DP Numbers
Figure 3:	Site Features
Figure 4:	Inferred Groundwater Flow Direction

LIST OF APPENDICES

- APPENDIX A: SITE PLANS
- APPENDIX B: IMPORTANT INFORMATION ABOUT YOUR REPORT
- APPENDIX C: SITE PHOTOGRAPHS
- APPENDIX D: LAND TITLE INFORMATION
- APPENDIX E: CURRENT AND HISTORICAL AERIAL PHOTOGRAPHS
- APPENDIX F: NSW EPA RECORDS
- APPENDIX G: GROUNDWATER BORE SEARCH

ABBREVIATIONS

ADWG	Australian Drinking Water Guidelines
ANZECC	Australian and New Zealand Environment and Conservation Council
AST	Aboveground Storage Tank
BGL	Below Ground Level
BTEX	Benzene, Toluene, Ethyl benzene and Xylene
COC	Contaminants of Concern
DLWC	Department of Land & Water Conservation
DNR	Department of Natural Resources
DQOs	Data Quality Objectives
POEO	Protection of the Environment Operations
DSI	Detailed Site Investigation
EPA	Environment Protection Authority
ESA	Environmental Site Assessment
HIL	Health-Based Soil Investigation Level
LGA	Local Government Area
NEHF	National Environmental Health Forum
NEPC	National Environmental Protection Council
NEPM	National Environmental Protection Measure
NHMRC	National Health and Medical Research Council
OCP	Organochlorine Pesticides
OPP	Organophosphate Pesticides
PAH	Polycyclic Aromatic Hydrocarbon
PCB	Polychlorinated Biphenyl
PID	Photo Ionisation Detector
PQL	Practical Quantitation Limit
PSH	Phase Separated Hydrocarbon
PSI	Preliminary Site Investigation
QA/QC	Quality Assurance / Quality Control
RAC	Remediation Acceptance Criteria
RAP	Site Remediation Plan
RPD	Relative Percentage Difference
SAC	Site Assessment Criteria
SCID	Stored Chemical Information Database
SEPP	State Environment Planning Policy
SMP	Site Management Plan
SVC	Site Validation Criteria
TCLP	Toxicity Characteristics Leaching Procedure
TPH	Total Petroleum Hydrocarbons
TRH	Total Recoverable Hydrocarbons
UCL	Upper Confidence Limit
UST	Underground Storage Tank
VOC	Volatile Organic Compounds
VHC	Volatile Halogenated Compounds

EXECUTIVE SUMMARY

Aargus Pty Ltd ('Aargus') was appointed by Urbis Pty Ltd (the 'client') to undertake a Preliminary Site Investigation (PSI) within the property located at 9-11 Nelson Street, Chatswood NSW (the 'site'). The site is proposed for the demolition of existing buildings and redevelopment into a new mixed residential / commercial development.

A PSI was requested by the client to determine the potential for onsite contamination. This report shall provide a preliminary assessment of any site contamination and, if required, provide a basis for a more detailed investigation.

At the time of the inspection (4th September 2020), the site was used for a three-storey residential flat building with 45 strata units. The building was mainly built by bricks and concrete and seemed in a good condition. It also included two levels of basement car parking area covered by a concrete slab. The remainder of the site was occupied by grass and tree covered landscaping areas mainly located on the eastern, northern and western boundaries.

Land title information provided suggested that the site was used by private individuals from 1919 to 2001, when the Commonwealth of Australia owned the site. The land was then subdivided into three sections, one subdivision was owned by the Commonwealth of Australia, the other two were owned by private individuals up until to 1977, thereafter they were also transferred to the Commonwealth of Australia. A lease agreement from 2001, indicated possible commercial use for the site. Since 2005, the site has been used for low to medium density residential purposes. Aerial photography confirms the residential and commercial land use of the site.

The findings of the assessment indicated the following areas of potential environmental concern, those being the potential importation of uncontrolled, car park areas where leaks and spills may have occurred, and former asbestos based building materials.

The contaminants that may be present in some of these areas were considered to be of low significance in terms of risk to the human and environmental receptors identified. However, a Detailed Site Investigation (DSI) is required to confirm the presence and extent of

contamination within the areas of environmental concern in order to determine the suitability of the site. For the purpose of a planning proposal, no additional site investigations are required, and can be dealt with during a future detailed Development Application.

Based on the information collected during this investigation and in reference to Clause 6 (rezoning) / Clause 7 (DA development of SEPP 55), the site will be suitable subject to the completion of a Detailed Site Investigation (and after remediation and validation, if required) for the proposed rezoning of the site into B4 'Mixed Use Zone' which permits residential flat buildings and shop top housing / for the proposed new mixed residential and commercial development.

1 INTRODUCTION

1.1 Background

Aargus Pty Ltd (Aargus) was appointed by Urbis Pty Ltd (the 'client') to undertake a Preliminary Site Investigation (PSI) within the property located at 9-11 Nelson Street, Chatswood NSW (the 'site'). The location of the property is presented in Figure 1 of Appendix A.

The existing planning controls for the site under Willoughby Local Environmental Plan (LEP) 2012 are:

- Zone: R3 Medium Density Residential
- Height Limit: 12m
- Floor Space Ratio (FSR): 0.9:1The site is identified in Council's *Chatswood CBD Planning and Urban Design Strategy* as having potential for increased height and density to support the growth of Chatswood CBD and is located in the 'outer centre' of the CBD.

The recommended controls for the site set out in the Strategy are:

- Zone: B4 Mixed Use
- Height: 90m
- FSR: 6:1

To achieve the recommended land use, height and density controls set out in the Strategy, a site-specific Planning Proposal will need to be prepared in accordance with the provisions of the Chatswood CBD Planning and Urban Design Strategy and relevant DPIE guidelines, including Planning Proposals: A guide to preparing planning proposals.

The site is proposed for the demolition of existing buildings and redevelopment into a new mixed residential / commercial development.

A site investigation was requested by Urbis Pty Ltd to determine the potential for onsite contamination as part of the Planning Proposal.

1.2 Objective

The primary objectives of this PSI are as follows:

- Identify potential areas where contamination may have occurred from current and historical activities;
- Identify potential contaminants associated with potentially contaminating activities;
- Assess the potential for soils and groundwater to have been impacted by current and historical activities; and
- Assess the suitability of the site for redevelopment into a new mixed residential / commercial development based on its current condition and the findings of this investigation.

1.3 Scope of Works

The scope of works for this PSI includes:

- Review of the physical site setting and site conditions based on a site inspection, including research of the location of sewers, drains, holding tanks and pits, spills, patches of discoloured vegetation, etc. (where applicable);
- Research and review of the information available, including current and historical titles information, review of aerial photographs, groundwater bore searches, EPA notices, anecdotal evidence, site survey and site records on waste management practices;
- Development of a preliminary Conceptual Site Model (CSM) to demonstrate the interactions between potential sources of contamination, exposure pathways and human/ecological receptors identified; and
- Recommendations for additional investigations should any data gaps be identified or possible strategies for the management of the site, where relevant.

This report was prepared with reference to the NSW Environment Protection Authority (EPA) "*Guidelines for Consultants Reporting on Contaminated Sites*" (2020).

2 SITE IDENTIFICATION AND DESCRIPTION

2.1 Site Identification

Site identification information and land use is summarised in the table below.

Table 1: Site Identification

Lot and DP Number (Address)	SP65120 (9-11 Nelson Street, Chatswood NSW)
Coordinates (SE corner)*	Latitude: -33.80263086, Longitude: 151.180711048
Approx. Site Area	4,311m ²
Local Government Area	Willoughby
Parish	Willoughby
County	Cumberland
Current Land Zoning**	R3 – Medium Density Residential
Proposed Land Use	B4 – Mixed Use
Current Site Owner	Strata Plan 65120
Site End Users	Residents (adults & children), visitors, workers

Notes: * refer to <http://maps.six.nsw.gov.au/>

** refer to <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>

The site boundary and Strata Plan (SP) number is presented in Figure 2 of Appendix A.

2.2 Site Inspection

A site visit was carried out on Thursday 4th September 2020 by an Aargus field scientist to inspect the site for any potential sources of contamination and document any observations made regarding the current site conditions. At the time of the site inspection, the following observations were made:

- The site contained a three-storey residential flat building with 45 strata units. The building was made of bricks and cement with grey tiled roof and seemed in a good condition.
- The main access to the site was along Nelson Street on the southern boundary and another one through Gordon Avenue on the northern boundary of the site.
- The site included two levels of concrete paved parking areas in the basement which were connected by a ramp. The entry to the parking was also located on the southern boundary of the site.
- The grass landscape was observed on the eastern portion of the site, whilst several trees were noted on the western and southern portions of the site. No signs of stress were observed in the landscaped areas.
- Sewer drains were observed at the south-eastern and north-western portions of the site.
- The site boundaries were defined by metal fences based with brick walls along the northern, western and southern boundaries, and metal walls on the eastern boundary.
- No surface standing water was noticed at the site.
- No USTs, ASTs and/or chemical storage areas were noted on the site.

The site features are presented in Figure 3 of Appendix A. Site photographs are included in Appendix B.

2.3 Topography and Surface Water Drainage

The following observations were made during the site inspection carried out on the 4th September 2020:

- The site topography is generally flat, slightly sloping to the northwest at approximately 5% slope.
- The sewer line from site to the main sewer network was located on the north-eastern to the south-eastern end of the site.
- According to the topographic map of the site, the surface water drainage direction can be generally from the east towards the west.

2.4 Surrounding Land Uses

The surrounding land uses identified are described in the table below:

Table 2: Surrounding Land Uses

Orientation	Description
North	Gordon Avenue then medium density residential
East	Railway Line then low density residential
South	Nelson Street then medium density residential
West	Medium density residential

3 SITE HISTORY

3.1 Land Titles

A review of historical documents held at the NSW Department of Lands offices was undertaken to identify the current and previous land owners, and potential land uses. The results of the title search are summarised in the following table.

Table 3: Land Title Information

Year	SP65120 (9-11 Nelson Street, Chatswood NSW)
2001-Current	Common property - The owners Strata Plan No.65120
2001	Surrender of lease by Telstra
	Prior Titles: Vol 2908 Fol 154
1973 - 2001	Commonwealth of Australia
1946 - 1973	William Norman Jefferson
1919 - 1946	Eva May Rowbs
	Prior Titles: Vol 2390 Fol 159
1919-2001	Commonwealth of Australia
	Prior Titles: Vol 2908 Fol 153
1977-2001	Commonwealth of Australia
1971-1977	Ires Mangion
1954-1971	Ramond Mangion
1954-1954	Gladys MandeFlynn and Olga Ruby Lloyd
1919-1954	William John Cannon

In summary, the land title information provided suggested that the site was used by private individuals from 1919 to 2001, when the Commonwealth of Australia owned the site. The land was then subdivided into three sections, one subdivision was owned by the Commonwealth of Australia, the other two were owned by private individuals up until to 1977, thereafter they were also transferred to the Commonwealth of Australia. A lease agreement from 2001, indicated possible commercial use for the site. Since 2005, the site has been used for low to medium density residential purposes. Aerial photography confirms the residential and commercial land use of the site.

A copy of the land titles information obtained by Aargus can be found in Appendix C.

3.2 Aerial Photographs

Selected aerial photographs obtained from the NSW Department of Spatial Services were reviewed to describe the site features and surrounding areas at various timelines. A summary of the review is presented in the table below.

Table 4: Summary of Historical Aerial Photos

Year	Site	Surrounding areas
1930	The site comprised a number of structures that appeared residential in nature. However, it was noted that the photo resolution was poor.	N: Road then low residential buildings S: Road then vacant land. E: Railway line then low density residential W: Low density residential
1951	The layout of the structures appeared to be similar to that observed in the 1930 photo.	There were no significant changes to the surrounding properties.
1975	The layout of the structures appeared to be similar to that observed in the 1951 photo.	There were no significant changes to the surrounding properties, with the exception of: S: Road then commercial / industrial buildings.
1991	The residential structures were removed, and site layout appeared to be used mostly as a parking area with a small structure located on the east and south-eastern portions indicating possible commercial use for the site.	There were no significant changes to the surrounding properties.
2005	A new multiple block residential development has been constructed.	There were no significant changes to the surrounding properties, with the exception of: N: Road then medium density residential W: Medium density residential
2020	The site layout appeared to be similar to that observed in the 2005 photo.	There were no significant changes to the surrounding properties, with the exception of: S: Road then new commercial industrial structures related to the railway infrastructure (Sydney train)

In summary, land use of the site appeared to have been residential from at least 1930 to 1991 and subsequently re-developed and mostly used as parking area with small residential buildings on the southern-east portion of the site between 1991 and 2001. Since 2005 to present the current residential structures appeared and remained generally unchanged. More vegetation observed at the northern and western portions of the site.

The general land use of the immediate site vicinity seems to have been consistently residential to the north, a railway and then residential on the east, residential to the west, and vacant land, then commercial/industrial to the south of the site.

Copies of current and historical aerial photographs are presented in Appendix D.

3.3 EPA Records

3.3.1 CLM Act 1997

The NSW EPA publishes records of contaminated sites under Section 58 of the Contaminated Land Management (CLM) Act 1997. The notices relate to investigation and/or remediation of site contamination considered to pose a significant risk of harm under the definition in the CLM Act. However, it should be noted that the EPA record of Notices for Contaminated Land does not provide a record of all contaminated land in NSW.

A search of the EPA database revealed that the subject site is not listed.

However, two other properties were listed within the Willoughby City Council area with declaration of significantly contaminated land with notice of completion or withdrawal of approved VMP. One was located at 728 Pacific Highway (Chatswood Toyota) approximately 1.5km to the north-east of the site. Another one was located at 607 Pacific Highway and was a former Caltex Chatswood Service Station located approximately 170m to the south-west of the site. Both sites were received the notice of completion or withdrawal of approved VMP, therefore are not a cause of concern for the site. a summary is provided in the table below.

Table 5: Summary of EPA Records

Issued Date of Notice	Recipient	Notice Type	Status	Address	Site Name	Approx. Distance and Direction from Site
September 2017	Chatswood Toyota	Notice of Completion or withdrawal of approved VMP	Current	607 Pacific Highway	Toyota Motor Corporation Australia Limited	1.5km
October 2013	Former Caltex Chatswood Service Station	Notice of Completion or withdrawal of approved VMP	Former	728 Pacific Highway	Ausgrid	170 m southwest

Copies of the EPA records are included in Appendix E.

3.3.2 POEO Register

A search of the POEO Register revealed that the site was not listed. A copy of the POEO register search is included in Appendix E.

3.4 Council Search Records

The Willoughby City Council database was accessed in order to disclose file records relating to the site and the search revealed the following:

- In 1965, a permit was issued approving an application to erect a Carport.
- In 1999, a permit was issued approving an application to erect a building with 45 units.
- In 1999, a permit was issued approving an application demolish prior to redevelopment.
- In 2001, a permit was issued approving an application of Strata subdivision for construction of three level residential flat building.

3.5 Product Spill & Loss History

It was indicated by the client, that to their knowledge no serious land or water contamination had occurred.

The majority of the site is currently either occupied by a building and/or sealed surfaces. At the time of the inspections, the sealed surfaces of the concrete slab were in generally good condition with only minor cracks observed. In addition, there were no visible signs of oil and/or chemical staining, indicating that any surface spills (if they did occur at all) were cleaned up immediately and did not appear to penetrate the existing slab.

3.6 Discharges to Land, Water and Air

No discharges to the land, water and air were observed.

3.7 Complaints History

No complaints were noted for the site.

3.8 Historical Use of Adjacent Land

The adjacent lands to the site have been used as low density residential to the north and west, a railway line to the east, and a park then commercial / industrial development.

3.9 Discussion and Summary of Site History

Based on available information, the site historical usage is summarised as follows:

- Land title information provided suggested that the site was used by private individuals from 1919 to 2001, when the Commonwealth of Australia owned the site. The land was then subdivided into three sections, one subdivision was owned by the Commonwealth of Australia, the other two were owned by private individuals up until 1977, thereafter they were also transferred to the Commonwealth of Australia. A lease agreement from 2001, indicated possible commercial use for the site. Since 2005, the site has been used for low to medium density residential purposes. Aerial photography confirms the residential and commercial land use of the site.
- This was consistent with the aerial photography which appeared to be used as residential building from 1930 to around 1992. In 1992 the previous residential structures were removed and replaced with large parking area and small residential building on the southern-east corner. The current medium density residential structures seemed to appear between 2005 and remained almost unchanged to present.
- The general land use of the immediate site vicinity seems to be consistently medium-density residential on the north, a railway and medium density residential on the east, Pacific Highway and commercial/industrial on the west and also commercial/industrial structures related to infrastructure (Sydney trains) on the south vicinity of the site.
- A search of the EPA database revealed that the subject site is not listed.

4 ENVIRONMENTAL SETTING

4.1 Sensitive Environmental Receptors

The nearest watercourse is Swaines Creek, located approximately 675m to the west of the site, which is a tributary of the Lane Cove River approximately 2.0km west of the site. Flat Rock Creek is located approximately 1.0km to the south east of the site.

4.2 Soil

The Soil Landscape Map of Sydney (soil Landscape Series Sheet 9130, Scale 1:100,000, 2002), prepared by the Soil Conservation Service of NSW, indicates that the site is located within the Blacktown landscape area and typically consists of highly plastic and relatively impermeable residual soil.

4.3 Geology

The Geological Map of Sydney (Geological Series Sheet 9130, Scale 1:100,000, 1983), published by the Department of Mineral Resources indicated the site is located in Wianamatta Group Ashfield Shale and Bringelly Shale formations. The Ashfield Shale is comprised of laminite and dark grey shale. Bringelly Shale consists of shale, calcareous claystone, laminite, fine to medium grained lithic-quartz sandstone (Herbert, 1983).

4.4 Acid Sulfate Soils

To determine whether there is a potential for acid sulphate soils to be present at the site, reference was made to the NSW Department of Land & Water Conservation (DLWC) *Acid Sulphate Soil Risk Maps* (Edition Two, December 1997, Scale 1:250,000), specifically Map No. 93 – “Botany Bay”. A review of the map indicated that there are no known occurrences of acid sulphate soil materials at the site.

4.5 Hydrogeology

Based on available information, our desktop study indicates that the inferred groundwater direction from site is likely to be towards the west as shown in Figure 4 in Appendix A.

A search of the Department of Natural Resources (DNR) borehole database information revealed eighteen (18) groundwater bores within a 500m radius of the site.

A summary of the relevant information provided by the five closest registered groundwater bore record search is provided in the following table:

Table 6: Summary of Registered Groundwater Bore Records

GW Bore ID	Approximate Location	Intended Purpose	Depth (m bgl)	Standing Water Level (m bgl)	Water Bearing Zones	Salinity (µS/cm)
GW112743	500m	Monitoring	11	-	-	-
GW112742	500m	Monitoring	11	-	-	-
GW112745	500m	Monitoring	12	-	-	-
GW112744	500m	Monitoring	11	-	-	-
GW112747	500m	Monitoring	12	-	-	-

According to the site geology, groundwater present within the clay soils is likely to be under semi-confined conditions with low recharge rates during heavy rainfall events. However, geological information indicates that a confined aquifer may be present within water bearing zones in the underlying sandstone stratum. No information was provided regarding salinity records, however, groundwater is likely to be fresh or brackish based on other site investigations conducted by Aargus in the area.

A copy of the groundwater bore search records can be found in Appendix F.

4.6 Local Meteorology

The monthly rainfall of the local area can be represented by the data collected by Bureau of Meteorology (BOM) from the rainfall gauge located at the Chatswood Bowling Club, which is located approximately 100m to the north of the site. Records indicate that the mean annual rainfall from 1951 to 2020 is 1198.2mm.

Reference can be made to Appendix G – Local Meteorology.

5 AREAS OF POTENTIAL ENVIRONMENTAL CONCERN

Based on the site inspection, site history, previous reports and review of available information from the desktop study, the potential Areas of Environmental Concern (AEC) and their associated Contaminants of Concern (CoC) for the site were identified. These are summarised in the following table.

Table 7: Summary of Potential Areas and Contaminants of Concern

Potential AEC	Potentially contaminating activity	Potential CoCs	Likelihood of Site Impact	Justification
Entire site	Importation of fill material from unknown origin	Metals, TPH, BTEX, PAH, OCP, PCB, Asbestos	Low	Based on the site observations, site topography and the fact that the majority of the site is occupied by a basement car park, the presence of imported fill material is likely to be minimal.
Car parking	Leaks from vehicles,	Metals, TPH, BTEX, PAH	low	The concrete surfaces appeared to be in a good condition, with no oil staining or cracks observed.
Former Building Structures	Potential Asbestos/Fibro Features	Asbestos	Low	If present, likely within the near surface soils only.

6 PRELIMINARY CONCEPTUAL SITE MODEL

6.1 Conceptual Site Model

The Preliminary Conceptual Site Model (CSM) presented in the table below provides a representation of the potential risks associated with the linkages between the following elements:

- Potential contamination sources and their associated contaminants of concern identified in Section 5. Only potential areas of concern with a significance rating of low to high were included;
- Potential human receptors that may be impacted by site contamination are current and future end-users, construction workers and the general public within the immediate vicinity;
- Potential environmental receptors identified in Section 4;
- Potential exposure pathways; and
- Whether each source-pathway-receptor pollution linkage are complete, limited or not present, based on current and future site conditions.

Table 8: Conceptual Site Model

Potential Sources	Potential Receptor	Potential Exposure Pathways	Complete Linkages	Risk	Justification
Imported fill Car parking	Site users or the general public	Dermal contact, inhalation or ingestion of exposed impacted soils	Limited (Current)	Low	The site is predominantly sealed by concrete or covered by the existing structures, limiting access to the grassed areas only.
			No (Future)	Negligible	If present, contaminated soils are likely to be remediated and removed for off-site disposal.
	Underlying Aquifer	Leaching and migration of contaminants through groundwater infiltration	Limited (Current)	Low	Due to the soil profile, leachability of metals and other inorganics vertical migration of contaminants is unlikely.
			No (Future)	Negligible	If present, contaminated soils are likely to be remediated.
Asbestos in former buildings	Site user or visitors	Inhalation of airborne fibres	Limited (Current)	Low	If present, likely be restricted to the surface soils in the grassed areas of the site.
			No (Future)	Negligible	If present, contaminated soils are likely to be remediated.

6.1.1 Data Gaps

Based on the CSM, the following data gaps were identified with respect to the pollution linkages identified:

- Confirmation if contamination has occurred from the potential AEC as listed in Section 5.0, through the collection and laboratory analysis of soil samples.

7 CONCLUSION AND RECOMMENDATIONS

The findings of the assessment indicated the following areas of potential environmental concern, those being the potential importation of uncontrolled, car park areas where leaks and spills may have occurred, and former asbestos based building materials.

The contaminants that may be present in some of these areas were considered to be of low significance in terms of risk to the human and environmental receptors identified. However, a Detailed Site Investigation (DSI) is required to confirm the presence and extent of contamination within the areas of environmental concern in order to determine the suitability of the site. For the purpose of a planning proposal, no additional site investigations are required, and can be dealt with during a future detailed Development Application.

Based on the information collected during this investigation and in reference to Clause 6 (rezoning) / Clause 7 (DA development of SEPP 55), the site will be suitable subject to the completion of a Detailed Site Investigation (and after remediation and validation, if required) for the proposed rezoning of the site into B4 'Mixed Use Zone' which permits residential flat buildings and shop top housing / for the proposed new mixed residential and commercial development.

Thank you for the opportunity to undertake this work. We would be pleased to provide further information on any aspects of this report.

For and on behalf of

Aargus Pty Ltd

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Mark Kelly

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LIMITATIONS

The Aargus assessment is based on the result of limited site investigations and sample testing. Neither Aargus, nor any other reputable consultant, can provide unqualified warranties nor does Aargus assume any liability for site conditions not observed or accessible during the time of the investigations.

Despite all reasonable care and diligence, the materials encountered and concentrations of contaminants measured may not be representative of conditions between the locations sampled and investigated. There is always some disparity in subsurface conditions across a site that cannot be fully defined by investigation. Hence it is unlikely that measurements and values obtained from sampling and testing during environmental works carried out at a site will characterise the extremes of conditions that exist within the site. In addition, site characteristics may change at any time in response to variations in natural conditions, chemical reactions, truck movement or contractor movement of soils and other events, e.g. groundwater movement and or spillages of contaminating substances. These changes may occur subsequent to Aargus investigations and assessment.

This report and associated documentation and the information herein have been prepared solely for the use of the client at the time of writing the report and is valid (for the purposes of management or transport of material) for a period of one month only from the date of issue. Any other reliance assumed by third parties on this report shall be at such parties' own risk. Any ensuing liability resulting from use of the report by third parties cannot be transferred to Aargus.

Whilst this report provides a review of site conditions encountered at sampling locations within the investigation, it should be noted that if materials are proposed to be moved from site - Part 5.6, Section 143 of the Protection of the Environment Operations (POEO) Act 1997 states that it is an offence for waste to be transported to a place that cannot lawfully be used as a facility to accept that waste. It is the duty of the owner and transporter of the waste to ensure that all material removed from a site must be accompanied by an appropriate waste classification report and materials are disposed of appropriately. An environmental or validation report does not constitute a waste classification report and results are treated

differently. Aargus accepts no liability for the unlawful disposal of waste materials from any site. Aargus does not accept any responsibility for the material tracking, loading, management, transport or disposal of waste from the site. If material is to be removed from a site, before disposal of any material to a licensed landfill is undertaken, the site owner must ensure an appropriate waste classification exists for all materials on the site planning to be removed, the waste producer will need to obtain prior consent from the licensed landfill/recycler. The receiving site should check to ensure that the material received matches the description provided in the report.

Opinions are judgements, which are based on our understanding and interpretation of current regulatory standards, and should not be construed as legal opinions.

Appendix H – Important information about your environmental site report should also be read in conjunction with this report.

REFERENCES

This report was prepared with reference to the following guiding documents:

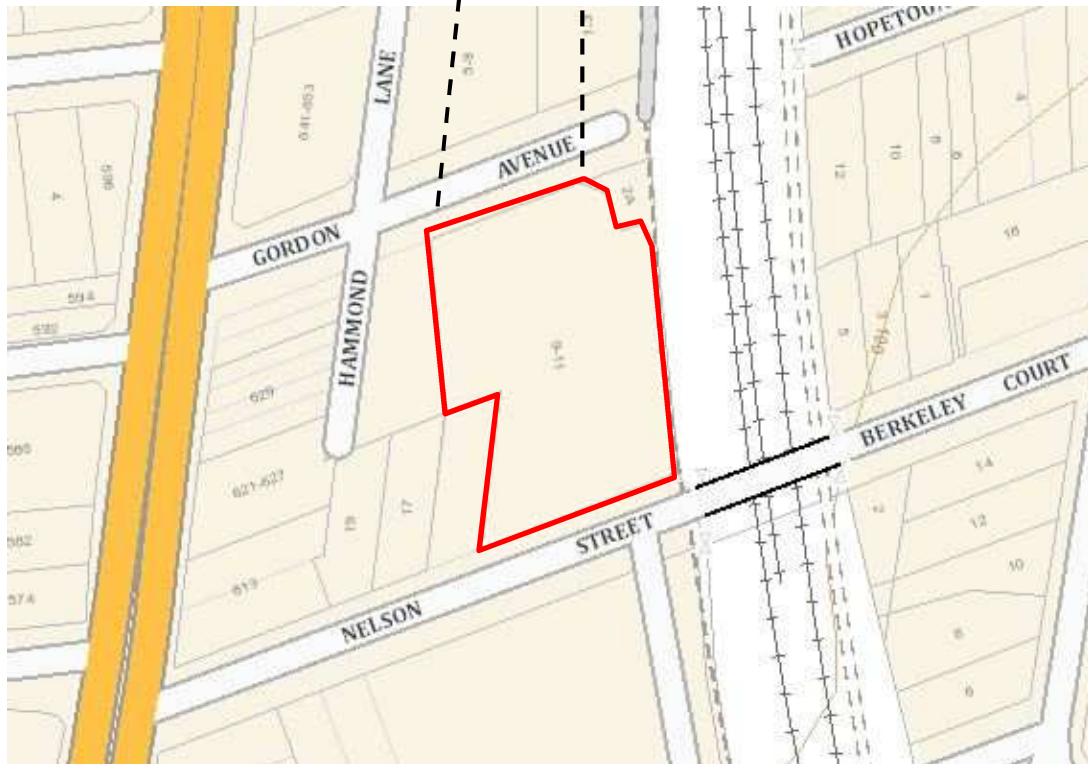
- ANZECC/NHMRC (1992) – “Australian and New Zealand Guidelines for the Assessment and Management of Contaminated Sites”. Australian and New Zealand Environment and Conservation Council and the National Health and Medical Research Council, Canberra;
- Department of Urban Affairs and Planning – EPA (1998) “Managing Land Contamination – Planning Guidelines – SEPP 55 – Remediation of Land”.
- National Environment Protection (Assessment of Site Contamination) Amendment Measure 2013 (No.1).
- NSW EPA “Guidelines for the NSW Site Auditor Scheme” (2017, 3rd edition). NSW Environment Protection Authority, Sydney.
- NSW EPA (2014) – “Waste Classification Guidelines, Part 1: Classifying Waste”.
- NSW EPA “Guidelines for Consultants Reporting on Contaminated Sites” (2020). NSW Environment Protection Authority, Sydney.
- NSW EPA “Sampling Design Guidelines” (1995). NSW Environment Protection Authority, Sydney.

APPENDIX A

SITE PLANS



SITE LOCALITY MAP



PROJECT DETAILS

Project Title	Preliminary Site Investigation
Project No.	ES8019
Client	Urbis Pty Ltd
Site Address	9-11 Nelson Street, Chatswood NSW



DRAWING DETAILS

Figure No.	1	Rev No.	0
Scale	NTS	Size	A4
Drawn by	SB	Date	15.09.20
Approved by	MK	Date	21.09.20

SITE PLAN – LOT & DEPOSITED PLAN



PROJECT DETAILS

Project Title	Preliminary Site Investigation
Project No.	ES8019
Client	Urbis Pty Ltd
Site Address	9-11 Nelson Street, Chatswood NSW



DRAWING DETAILS

Figure No.	2	Rev No.	0
Scale	NTS	Size	A4
Drawn by	SB	Date	15.09.20
Approved by	MK	Date	21.09.20

SITE FEATURES



SITE FEATURES - LEGEND

1. Concrete driveway from Nelson Street to the site
2. Concrete driveway from Gordon Avenue to the site
3. Brick building with tiled roof
4. Concrete covered basement entry
5. Sewer line from site to the main sewer network
6. Bitumen covered walkway/ bicycle pathway
7. Grass covered landscaping areas

PROJECT DETAILS			DRAWING DETAILS			
Project Title	Preliminary Site Investigation		Figure No.	3	Rev No.	0
Project No.	ES8019		Scale	NTS	Size	A4
Client	Urbis Pty Ltd		Drawn by	GB	Date	02.10.2020
Site Address	9-11 Nelson Street, Chatswood NSW		Approved by	MK	Date	02.10.2020

INFERRED GROUNDWATER FLOW DIRECTION



Chatswood, Lower North Shore, Willoughby City Council, New South Wales, 2067, Australia (-33.79448 151.18186)

SITE FEATURES - LEGEND



Inferred Groundwater Flow Direction



Site Boundary

PROJECT DETAILS			DRAWING DETAILS			
Project Title	Preliminary Site Investigation		Figure No.	4	Rev No.	0
Project No.	ES8019		Scale	As above	Size	A4
Client	Urbis Pty Ltd		Drawn by	SB	Date	15.09.20
Site Address	9-11 Nelson Street, Chatswood NSW		Approved by	MK	Date	21.09.20

APPENDIX B

IMPORTANT INFORMATION ABOUT YOUR REPORT





IMPORTANT INFORMATION ABOUT YOUR ENVIRONMENTAL SITE ASSESSMENT

These notes have been prepared by Aargus (Australia) Pty Ltd and its associated companies using guidelines prepared by ASFE (The Association) of Engineering Firms Practising in the Geo-sciences. They are offered to help you in the interpretation of your Environmental Site Assessment (ESA) reports.

REASONS FOR CONDUCTING AN ESA

ESA's are typically, though not exclusively, carried out in the following circumstances:

- as pre-acquisition assessments, on behalf of either purchaser or vender, when a property is to be sold;
- as pre-development assessments, when a property or area of land is to be redeveloped or have its use changed for example, from a factory to a residential subdivision;
- as pre-development assessments of greenfield sites, to establish "baseline" conditions and assess environmental, geological and hydrological constraints to the development of, for example, a landfill; and
- as audits of the environmental effects of an ongoing operation.

Each of these circumstances requires a specific approach to the assessment of soil and groundwater contamination. In all cases however, the objective is to identify and if possible quantify the risks that unrecognised contamination poses to the proposed activity. Such risks may be both financial, for example, cleanup costs or limitations on site use, and physical, for example, health risks to site users or the public.

THE LIMITATIONS OF AN ESA

Although the information provided by an ESA could reduce exposure to such risks, no ESA, however, diligently carried out can eliminate them. Even a rigorous professional assessment may fail to detect all contamination on a site. Contaminants may be present in areas that were not surveyed or sampled,

or may migrate to areas which showed no signs of contamination when sampled.

AN ESA REPORT IS BASED ON A UNIQUE SET OF PROJECT SPECIFIC FACTORS

Your environmental report should not be used:

- when the nature of the proposed development is changed, for example, if a residential development is proposed instead of a commercial one;
- when the size or configuration of the proposed development is altered;
- when the location or orientation of the proposed structure is modified;
- when there is a change of ownership
- or for application to an adjacent site.

To help avoid costly problems, refer to your consultant to determine how any factors, which have changed subsequent to the date of the report, may affect its recommendations.

ESA "FINDINGS" ARE PROFESSIONAL ESTIMATES

Site assessment identifies actual subsurface conditions only at those points where samples are taken, when they are taken. Data derived through sampling and subsequent laboratory testing are interpreted by geologists, engineers or scientists who then render an opinion about overall subsurface conditions, the nature and extent of contamination, its likely impact on the proposed development and appropriate remediation measures. Actual conditions may differ from those inferred to exist, because no professional, no matter how qualified, and no subsurface exploration program, no matter how comprehensive, can reveal what is hidden by earth, rock and time. The actual interface between materials may be far more gradual or abrupt than a report indicates. Actual conditions in areas not sampled may differ from predictions. Nothing can be done to help minimise its impact. For this reason owners should retain the services of their consultants

through the development stage, to identify variances, conduct additional tests which may be needed, and to recommend solutions to problems encountered on site.

SUBSURFACE CONDITIONS CAN CHANGE

Natural processes and the activity of man change subsurface conditions. As an ESA report is based on conditions, which existed at the time of subsurface exploration, decisions should not be based on an ESA report whose adequacy may have been affected by time. Speak with the consultant to learn if additional tests are advisable.

ESA SERVICES ARE PERFORMED FOR SPECIFIC PURPOSES AND PERSONS

Every study and ESA report is prepared in response to a specific brief to meet the specific needs of specific individuals. A report prepared for a consulting civil engineer may not be adequate for a construction contractor, or even some other consulting civil engineer. Other persons should not use a report for any purpose, or by the client for a different purpose. No individual other than the client should apply a report even apparently for its intended purpose without first conferring with the consultant. No person should apply a report for any purpose other than that originally contemplated without first conferring with the consultant.

AN ESA REPORT IS SUBJECT TO MISINTERPRETATION

Costly problems can occur when design professionals develop their plans based on misinterpretations of an ESA. To help avoid these problems, the environmental consultant should be retained to work with appropriate design professionals to explain relevant findings and to review the adequacy of their plans and specifications relative to contamination issues.

LOGS SHOULD NOT BE SEPARATED FROM THE ENGINEERING REPORT

Final borehole or test pit logs are developed by environmental scientists, engineers or geologists based upon their interpretation of field logs (assembled by site personnel) and laboratory evaluation of field samples. Only final logs customarily included in our reports. These logs should not under any circumstances be redrawn for inclusion in site remediation or other design drawings, because drafters may commit errors or omissions in the transfer process. Although photographic reproduction eliminates this problem, it does nothing to minimise the possibility of contractors misinterpreting the logs during bid preparation. When this occurs, delays, disputes and unanticipated costs are the all-too-frequent result.

To reduce the likelihood of boring log misinterpretation, the complete report must be available to persons or organisations involved in the project, such as contractors, for their use. Those who do not provide such access may proceed under the mistaken impression that simply disclaiming responsibility for the accuracy of subsurface information always insulates them from attendant liability. Providing all the available information to persons and organisations such as contractors helps prevent costly construction problems and the adversarial attitudes that may aggravate them to disproportionate scale.

READ RESPONSIBILITY CLAUSES CLOSELY

Because an ESA is based extensively on judgement and opinion, it is necessarily less exact than other disciplines. This situation has resulted in wholly unwarranted claims being lodged against consultants. To help prevent this problem, model clauses have been developed for use in transmittals. These are not exculpatory clauses designed to foist liabilities onto some other party. Rather, they are definitive clauses that identify where your consultant's responsibilities begin and end. Their use helps all parties involved recognise their individual responsibilities and take appropriate action. Some of these definitive clauses are likely to appear in your ESA report, and you are encouraged to read them closely. Your consultant will be pleased to give full and frank answers to your questions.

APPENDIX C

SITE PHOTOGRAPHS



SITE PHOTOGRAPHS

Client:	Urbis Pty Ltd
Project:	PSI
Site Location:	9-11 Nelson Street, Chatswood NSW
Job No.:	ES8019
Photos Taken By:	GB



Photograph N° 1



View of: Site frontage from Nelson Street
Inspected on 04.09.2020

Photograph N° 2



View of: Eastern boundary of the site
Inspected on 04.09.2020

Photograph N° 3



View of: Sewer located on the north-western portion
of the site. Inspected on 04.09.2020

Photograph N° 4



View of: Western boundary of the site included tree
landscape. Inspected on 04.09.2020

Photograph N° 5



View of: Car park entry on the south-western
portion of the site. Inspected on 04.09.2020

Photograph N° 6



View of: The first level carpark area located in the
basement. Inspected on 04.09.2020

Photograph N° 7



View of: The second carpark area located in the
basement. Inspected on 04.09.2020

Photograph N° 8



View of: Rear portion of the site through Gordon Avenue.
Photo from Google Map, accessed 04.09.2020

APPENDIX D

LAND TITLE INFORMATION



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CERTIFICATE OF TITLE.

41221

(C.)

New South Wales.

(*N^o of Acquisition A 39002*)

[Appⁿ No. *12656*]

Reference to last Certificate
Vol 1753 Folio 2



REGISTER BOOK,

VOL. *2390* FOLIO. *159*

CANCELLED ☒

The Commonwealth of Australia

by virtue
of Notification

of Acquisition N^o A 39002 and the Lands Acquisition Act 1906 is now the proprietor of an Estate in fee simple subject to such encumbrances liens and interests as are notified hereon in *that piece of land situated at Chatswood in the Municipality of Willoughby Parish of Willoughby and County of Cumberland containing Thirty seven and three quarters perches or thereabouts as shown on the Plan hereon and therein edged red being Lot 21 and part of Lot 20 on a Plan deposited in the Land Titles Office Sydney N^o 4138 and also part of Three hundred and eighty acres (Portion 295 of Parish) delineated in the Public Map of the said Parish deposited in the Department of Lands originally granted to Isaac Nichols by Crown Grant dated the first day of January One thousand eight hundred and ten*

In witness whereof, I have hereunto signed my name and affixed my Seal, this *Fourteenth* day of *August* one thousand nine hundred and *thirteen*

Signed the *14th* day of *August* 191*3*,

in the presence of

Trinity

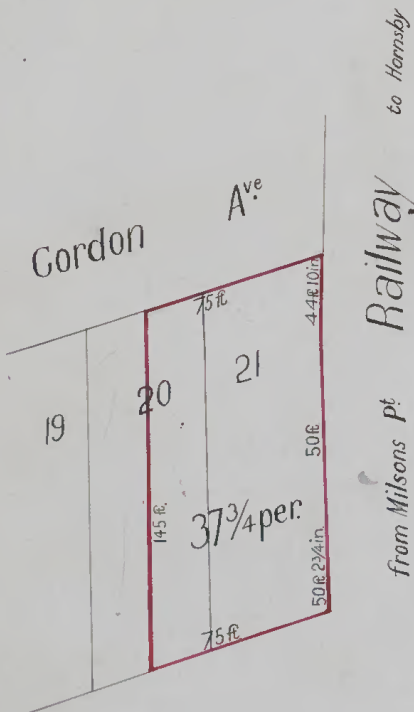
H. Deane

Deputy Registrar General.



NOTIFICATION REFERRED TO.

NEW CERTIFICATE(S) OF TITLE ISSUING ON DP 616138
NO DEALING TO BE REGISTERED WITHOUT REFERENCE TO
SURVEY DRAFTING BRANCH.

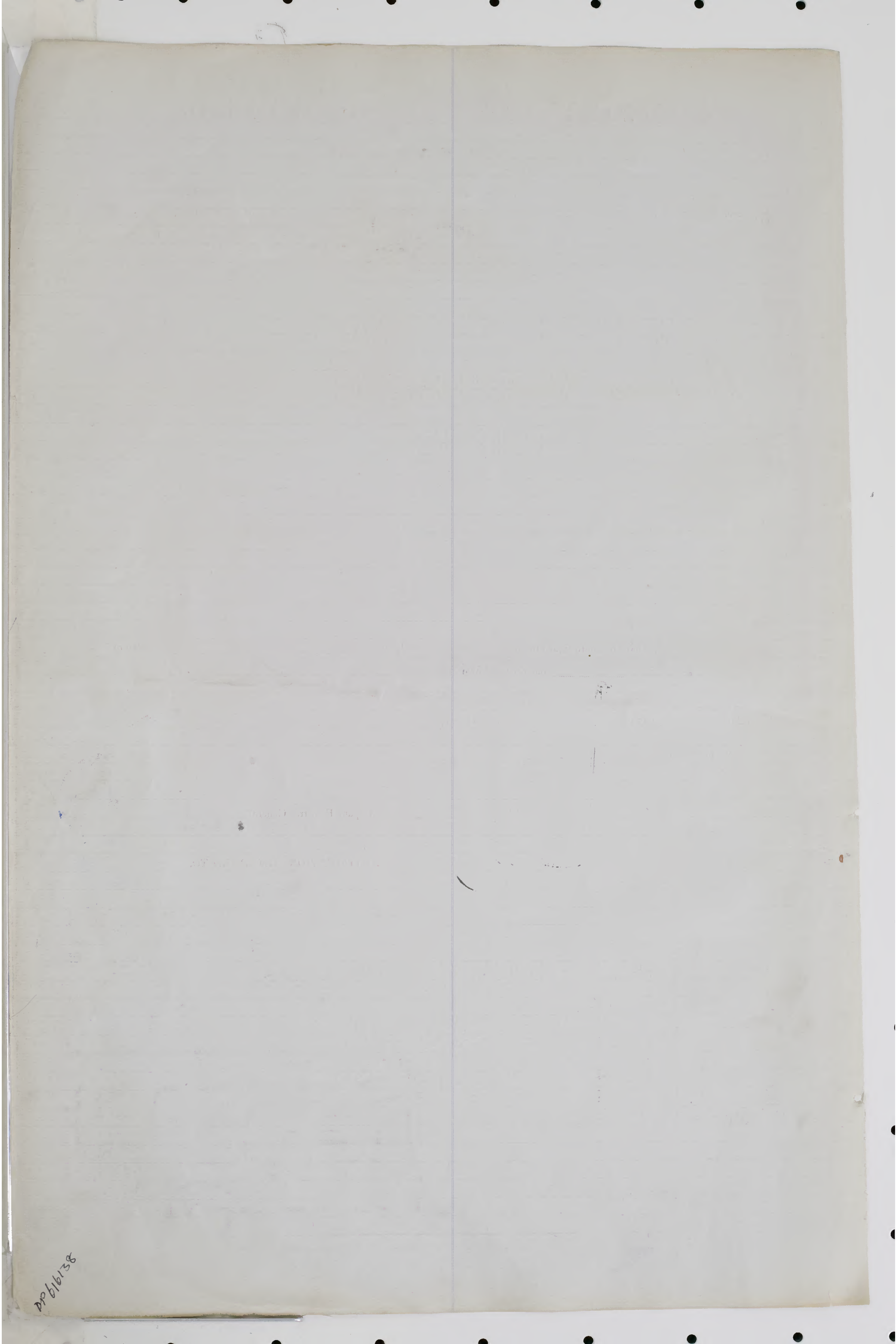


Scale: 60 ft to an inch.

This deed is cancelled as to *Whole*
New certificates of Title have issued on *28/6/82*
for lots in *Deposited* Plan No. *616138*
Lots *142* Vol. *14766* Fol. *246 + 247* respectively
Consolidation
Vide RPAS5609

REGISTRAR GENERAL

SEA
MR
YMP





02/10/2020 04:25 PM

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NEW SOUTH WALES

Appln Nos. 12656 & 55609

Crown Grant Ser. 5 Pge. 37

Prior Titles Vol. 2390 Fol. 159 (Part)
Vol. 2908 Fols. 153 (Part)
& 154 (Part)

CERTIFICATE OF TITLE

PROPERTY ACT, 1900



14766-246

Vol. 14766 Fol. 246



CANCELLED

EDITION ISSUED

24 6 1982

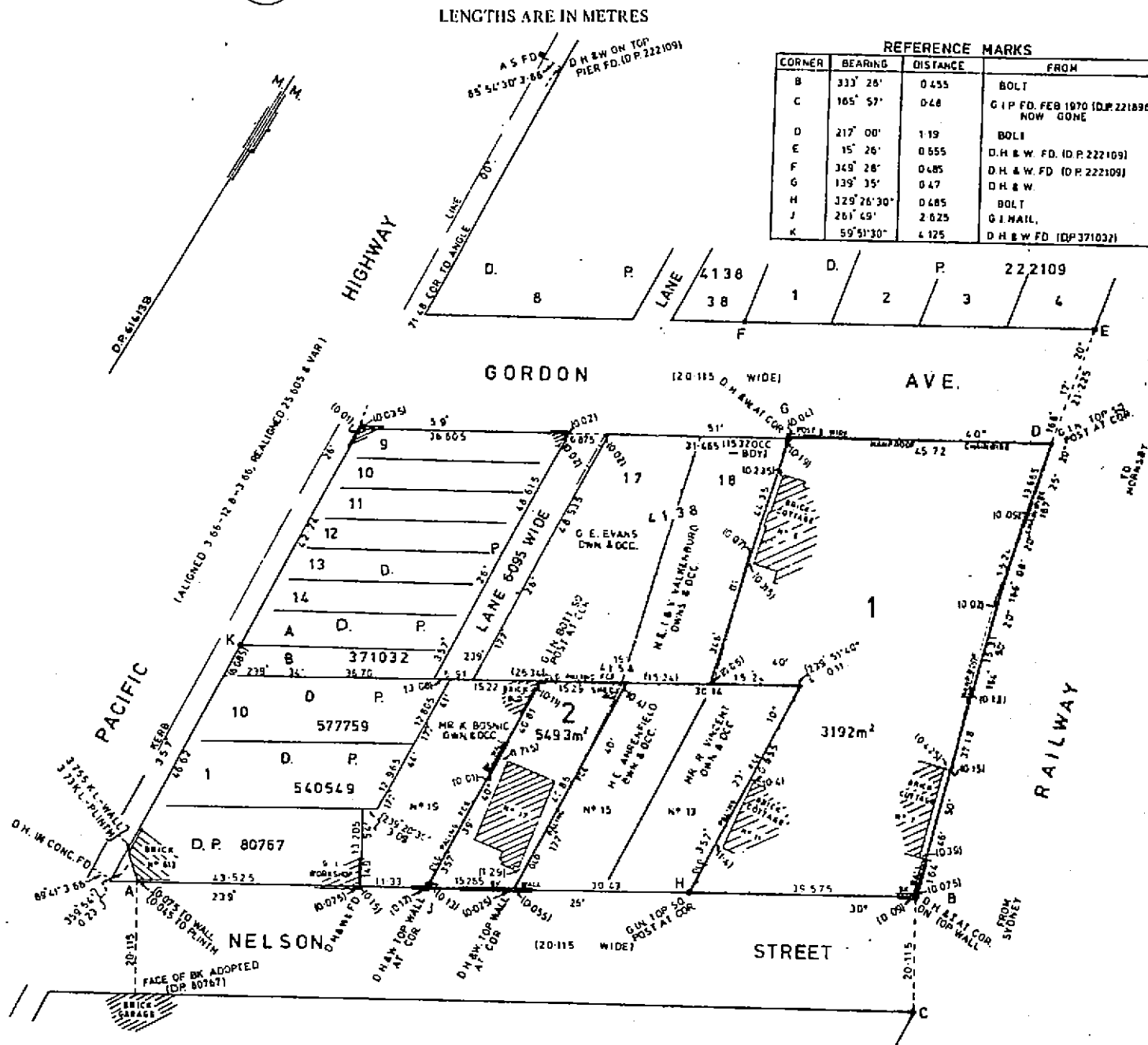
I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

SEE AUTO FOLIO

Registrar General.



PLAN SHOWING LOCATION OF LAND



ESTATE AND LAND REFERRED TO

Estate in Fee Simple in Lot 1 in Deposited Plan 616138 at Chatswood in the Municipality of Willoughby Parish of Willoughby County of Cumberland being part of Portion 295 granted to Isaac Nichols on 1-1-1810.

FIRST SCHEDULE

THE COMMONWEALTH OF AUSTRALIA.

SECOND SCHEDULE

1. Reservations and conditions, if any, contained in the Crown Grant above referred to.

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON (Page 1) Vol. 14766 Fol. 246

NOTE: ENTRIES RULED THROUGH AND AUTHENTICATED BY THE SEAL OF THE REGISTRAR GENERAL ARE CANCELLED

NOTATIONS AND UNREGISTERED DEALINGS		
PARTICULARS		
SECOND SCHEDULE (continued)		
REGISTERED PROPRIETOR		
FIRST SCHEDULE (continued)		
Registrar General CANCELLATION		

CANCELLED
SEE AUTO FOLIO



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CERTIFICATE OF TITLE.

EL 107

(C.)

New South Wales.

(Order No. A 432583)

[Appⁿ No. 12656
[Reference to last Certificate
[Vol. 1705 Folio 85

1
1
1



REGISTER BOOK,
Vol. 2908 Folio 153

CANCELLED W

William John Cannon

of Mawley Builder. by virtue of Certificate of Title
Adum 1705 folio 85 now surrendered is now the proprietor of an estate in fee simple
subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such
encumbrances, liens, and interest as are notified hereon, in That piece of land situated at Chatswood
in the Municipality of Willoughby, Parish of Willoughby, and County of Cumberland
containing Nine acres and one quarter perches, or thereabouts,
as shown on the Plan hereon, and therein edged red, being part of Lot 19
on a Plan deposited in the Land Titles Office, Sydney, No 41138 and also part of 380 acres (Portion 295 of Parish)
delineated in the Public Map of the said Parish in the Department of Lands originally granted to Isaac Nichols by Crown
Grant dated the first day of January one thousand eight hundred and ten

In witness whereof, I have hereunto signed my name and affixed my Seal, this 31st day of January, one thousand nine hundred and nineteen

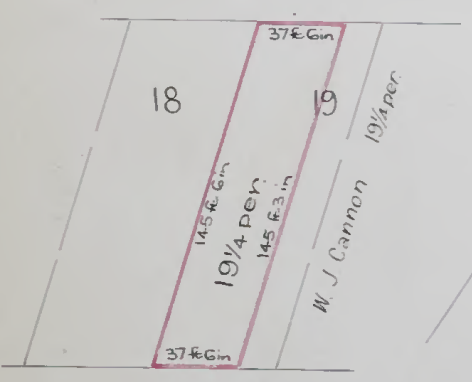
Signed the 31st day of January, 1919,
in the presence of H. McKay

H. McKay



Registrar General.

Cordon Ave



Scale: - 60 ft to one inch

NOTIFICATION REFERRED TO.


No. A 438727 MORTGAGE dated 4th February 1919
from the said William John Cannon to Samuel
David Graham of Summer Hill, Builder
and William Douglas Graham, of Sydney,
Accountant
Produced and entered 6th February 1919
at 1st past 3 o'clock in the afternoon.
H. McKay
REGISTRAR GENERAL

No. A 525058 DISCHARGE of within Mortgage
No. A 438727 dated 29th December 1919
Produced 31st December 1919 and entered
31st December 1919
at 25th min to 11 o'clock in the afternoon.
H. McKay
REGISTRAR GENERAL

TA
67685

Gladys Maude Flynn of Chatswood
widow and Olga Ruby Lloyd Longwell
married woman as tenants in common are
now the registered proprietors of the land within described.
See Section 94 Application No. 81768539
Entered 25 November 1957.


J. H. Pells
REGISTRAR GENERAL



TA
693501

Arnold Mangion of Chatswood
Engineer
is
now the registered proprietor of the land within described.
See TRANSFER No. 983580 dated 4 November 1956
Entered 25 November 1957.


J. H. Pells
REGISTRAR GENERAL



TA
M3727

Ines Mangion of Chatswood widow
is
now the registered proprietor of the land within described.
See Section 93 Application No. 11372725
Entered 31st August 1971.


J. H. Pells
REGISTRAR GENERAL



TA
Q 31763

TRANSFER NO. 9317637 The Commonwealth
of Australia is
now the registered proprietor of the land within described
Registered 10-8-1977


[Signature]
REGISTRAR GENERAL



NEW CERTIFICATE(S) OF TITLE ISSUING ON DP 616138
NO DEALING TO BE REGISTERED WITHOUT REFERENCE TO
SURVEY DRAFTING BRANCH

This deed is cancelled. Note
New certificates of Title have issued on 28/6/82
for lots in Deposited Plan No. 616136 as follows
Lots 1 & 2 Vol. 14766 Fol. 246 & 247 respectively
Consolidation
Vide RPAS 5609

[Signature]
REGISTRAR GENERAL



6768539 TA
6835801 T
M372725 TA M.
P317637 T
DP616138



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CERTIFICATE OF TITLE.

ET 907

(C.)

New South Wales.

(Order N^o A 432583)

[Appⁿ No. 12656
[Reference to last Certificate
[Vol. 1705 Folio 85

1
1
1



REGISTER BOOK,

VOL. 2908 FOLIO 154

CANCELLED W

William John Cannon of Mavorley Builder by virtue of Certificate of Title

Volume 1705 Folio 85 now surrendered is now the proprietor of an estate in fee simple

subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens, and interest as are notified hereon, in That piece of land situated at Chalswood in the Municipality of Willoughby, Parish of Willoughby, and County of Camden containing Twelve and one quarter perches, or thereabouts, as shown on the Plan hereon, and therein edged red, being part of Lots 19 and 20 on a Plan deposited in the Land Titles Office, Sydney, No 4138 and also part of 380 acres (Portion 295 of Parish) delineated in the Public Map of the said Parish in the Department of Lands originally granted to Isaac Nichols by Crown Grant dated the first day of January one thousand eight hundred and ten.

In witness whereof, I have hereunto signed my name and affixed my Seal, this Twenty first day of January one thousand nine hundred and twenty

Signed the 31st day of January 1919,

in the presence of H. McKay

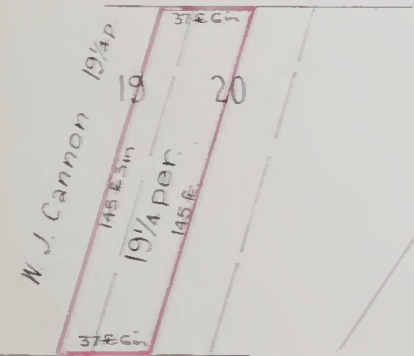
R. A. Keliaus

Registrar General



Gordon Ave

NOTIFICATION REFERRED TO.



Scale - 60 ft to one inch

N^o A 433062 Mortgage dated the 6th day of January 1919 from the said William John Cannon to Mary Ann Eliza Moncur of Canterbury widow and Maudie Blair Moncur of Canterbury spinster Produced the 8th day of January 1919 and Entered the 23rd day of January 1919 at 10 o'clock in the forenoon.

R. A. Keliaus
Registrar General



No. A 494796 DISCHARGE of with this Mortgage
No. A 433062 dated 22nd September 1919
Produced 23rd September 1919 and entered
23rd September 1919
at 13 minutes of 3 o'clock in the after noon.
R. A. Keliaus
REGISTRAR GENERAL



No. A 510507 TRANSFER dated 10th November 1919
from the said William John Cannon to Eva May
Howles wife of Edward George Howles of
Chalwood (Salesman)
of the land within described.
Produced and entered 13th November 1919
at 25 mts 12 o'clock in the afternoon.
W. Williams
REGISTRAR GENERAL

The Commonwealth of Australia is
now the registered proprietor of the land within described.
TRANSFER No. N 611302 dated 3rd December 1923
Entered 17th December 1923.
J. Watson
REGISTRAR GENERAL

No. D 579667 TRANSFER dated 21st October 1946
from the said Eva May Rowles to William
Norman Jeffeson of Chalwood
Jeweller.
of the land within described.
Produced and entered 4th November 1946
at 20 mts 10 o'clock in the afternoon.
J. Wells
REGISTRAR GENERAL

NEW CERTIFICATE(S) OF TITLE ISSUING ON DP 616138
NO DEALING TO BE REGISTERED WITHOUT REFERENCE TO
SURVEY DRAFTING BRANCH.

No. D 279667 MORTGAGE dated 31st October 1946
from the said William Norman Jeffeson to
Rural Bank of New South Wales.
Produced and entered 4th November 1946
at 20 mts 10 o'clock in the afternoon.
J. Wells
REGISTRAR GENERAL

This deed is cancelled whole 28/6/82
New certificates of Title as follows:
for lots in Deposited Plan N 616138 as follows:
Lots 1 & 2 Vol 14766 Fol 246 & 247 respectively.
Consolidation
Vide RPA 55609.
[Signature]
REGISTRAR GENERAL

No. G 61745 DISCHARGE of within mortgage
No. D. 579667 dated 21st April 1954
Produced and entered 30th April 1954
at 33 mts 10 o'clock in the afternoon.
J. Wells
REGISTRAR GENERAL

No. G. 61746 MORTGAGE dated 20th April 1954
from the said William Norman Jeffeson
to BANK OF NEW SOUTH WALES
Produced and entered 30th April 1954
at 33 mts 10 o'clock in the afternoon.
J. Wells
REGISTRAR GENERAL

MORTGAGE No. G 61746 has been discharged.
See 9977418. Entered 17th June 1958.
J. Wells
REGISTRAR GENERAL

No. 997749 MORTGAGE dated 23rd April 1958
from the said William Norman Jeffeson
to BANK OF NEW SOUTH WALES
Entered 17th June 1958.
J. Wells
REGISTRAR GENERAL

MORTGAGE No. G 977419 has been discharged.
See L 248419 Entered 28th November 1961.
J. Watson
REGISTRAR GENERAL

27616138



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Licensee: Corrs Chambers Westgarth

SURRENDER OF LEASE
New South Wales
Real Property Act 1900



STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY
06-04-2001 0000582330-002
TRANSFER- SURRENDER
DUTIABLE AMOUNT \$ *****800.00
DUTY \$ *****111.00

(A) LAND

Torrens Title
Part of lot 1 in deposited plan 1/1009363 being lot 2 in deposited plan 880341

(B) HEAD LEASE

Number Torrens Title

(C) LODGED BY

LTO Box	Name, Address or DX and Telephone CORRS CHAMBERS WESTGARTH DX 133 SYDNEY 898S Reference (optional): S/1171258/1 3422581 ADS.	CODE DL
---------	--	-----------------------

(D) LESSOR

John Georges, Nazih Hayek and Tony Taouk

(E) LEASE SURRENDERED

5443537

(F) LESSEE

Telstra Corporation Limited

- (G) In consideration of \$1.00, receipt of which is hereby acknowledged, the lessee surrenders all the lessee's
(H) estate and interest in the lease referred to above so far as it affects the torrens title/head lease specified above.
(I) We certify this dealing correct for the purposes of the Real Property Act, 1900 DATE: / /

Signed in my presence by the lessor who is personally known to me.

Signature of witness: *Edda*

Signature of lessor: *George*

Name of witness: *Eva Attie*

Address of witness: *61 Rickard Rd Banksstown*

Signed in my presence by the lessee who is personally known to me

Signature of witness:

Name of witness:

Address of witness:

SIGNED FOR AND ON BEHALF OF TELSTRA CORPORATION LIMITED

by its Attorney Signature of lessee: *STEVEN SMITH*
being the person for the time being holding or fulfilling the duties of the office of REGIONAL
PROPERTY MANAGER TELECOM PROPERTY SERVICES NEW SOUTH WALES REGION
of the said Telstra Corporation Limited (ACN 051 775 556) and the said Attorney
states that at the date of the execution of the present instrument he has received no notice of
revocation of Power of Attorney Registered No. 733 Book 3887 and produced at the Land Titles
Office, Sydney by virtue of which he had executed the within document in the presence of-

(J) CONSENT

I the lessee/mortgagee/chargee under lease/mortgage/charge no. 5443538 affecting
the abovementioned surrendered lease hereby consent to this surrender of the lease for
JUSTICE OF THE PEACE IN AND FOR THE STATE OF NEW SOUTH WALES

Signature of lessee/mortgagee/chargee:

John M. J. 198804853
10/28 BAM ROAD
CHICKEN NSW 2046
3/4/01

Produced 1192K

J.F.
N.H.

ANNEXURE 'A'
Surrender of Lease 5443537

Signed Sealed and Delivered for
and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 457 141

by *Alex Omran*
its duly constituted
Attorney who is
personally known to me

BRADLEY MORRIS
Level 10,
60 Carrington St
Sydney
Bank Officer

WESTPAC BANKING CORPORATION

ABN 33 007 457 141

By its Attorney

who hereby states that at the time of executing this instrument no notice of
revocation has been received of the Power of Attorney registered in the office
of the Registrar General No. *831* Book *4059* under the authority
of which this instrument has been executed.



Property Finance NSW
* Senior Relationship Manager
* Property Risk Manager
* Delete as applicable



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New South Wales
Real Property Act 1900

7551143Y



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From the Land Titles
Office

NEW SOUTH WALES DUTY
05-04-2001 0000580972-001
LEASE - GENERAL
DUTIABLE AMOUNT \$ *****22,000.00
DUTY \$ *****77.00

(A) **PROPERTY LEASED**

Show no more than
20 titles.
If appropriate, specify
the part or premises.

58.00
extra fee paid
by leg 66

PART FOLIO IDENTIFIER LOT 1 IN DEPOSITED PLAN 1009363
BEING ~~LOT 1 IN DEPOSITED PLAN 1023001~~ THE AREA DESIGNATED "B"
SHOWN ON DP 1023001.

(B) **LODGED BY**

LTO Box

Name, Address or DX and Telephone

CORRS CHAMBERS WESTGARTH
DX 133 SYDNEY
898S

REFERENCE (15 character maximum): S/1156739/1

(C) **LESSOR** JOHN GEORGES, NAZIH HAYEK AND TONY TAOUK as tenants in common in equal shares

(D) The lessor leases to the lessee the property described above.

Encumbrances (if applicable) 1. 2. 3. 4.

(E) **LESSEE**

L

TELSTRA CORPORATION LIMITED
ACN 051 775 556

(F)

TENANCY:

(G) 1. **TERM:** Two (2) years, eight (8) months and three (3) days

2. **COMMENCING DATE:** 29 October 2000

3. **TERMINATING DATE:** 1 July 2003

4. ~~With an OPTION TO RENEW~~

5. ~~With an OPTION TO PURCHASE set out in Clause 9~~

6. ~~Together with and reserving the RIGHTS set out in~~

7. Incorporates the provisions set out in **ANNEXURE "A"** hereto.

8. ~~Incorporates the provisions set out in MEMORANDUM No. filed in the Land Titles Office.~~

OFF X 7415831

(H) **DATE** *29 March 2001* We certify this dealing correct for the purposes of the Real Property Act 1900.

Refer to Annexure "A" for execution by parties

Signed in my presence by the lessor who is personally known to me.

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address of Witness

.....
Signature of Lessor

Signed in my presence by the lessee who is personally known to me.

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address of Witness

.....
Signature of Lessee

(I) **STATUTORY DECLARATION**

I solemnly and sincerely declare that the time for the exercise of the Option to Renew in expired lease No has ended and the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at in the State of on 19.....
in the presence of

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and Qualification of Witness

.....
Signature of Lessor

TABLE OF CONTENTS

1	DEFINITION	1
2	DEMISE	2
3	LESSEE'S COVENANTS	3
3.1	Rent	3
3.2	Installation & Maintenance	3
3.3	Re-instatement & Making Good	3
3.4	Assignment	3
3.5	Energy Outgoings	4
3.6	Use of Premises	4
3.7	Indemnity	4
4	LESSOR'S COVENANTS	4
4.1	Non-interference with Facility	4
4.2	Use of the Pathway and the Clothes Line Area	4
4.3	Quiet Enjoyment	5
4.4	Third Party Right	5
4.5	Non-derogation from Grant	5
4.6	Surrender	6
4.7	Subsequent Occupiers	6
4.8	Confidentiality	6
4.9	Access Track and/or Power Connection	7
4.10	Indemnity	7
4.11	Bush Fires Legislation	7
4.12	Lessee's Property	7
4.13	Contamination	7
5	MUTUAL COVENANTS	7
5.1	Joint & Several Liability	7
5.2	Special Provisions	8
5.3	Default & Re-entry	8
5.4	Overholding	8
5.5	Notices	8
5.6	Costs of Lease	9
5.7	Telstra Corporation Limited	9
6	RIGHT TO SURRENDER	9
7	OTHER LEASE	9
7.1	Acknowledgment	9
7.2	Termination	9
8	RELOCATION	9
8.1	Relocation By Lessor	9
8.2	Relocation By Lessee	10
	SCHEDULE	13
	MORTGAGEE'S CONSENT	15
	ANNEXURE "B" PLAN	16

ANNEXURE "C" PLAN A

17

ANNEXURE "A"

THIS IS Annexure "A" of the lease made between the Lessor named and described in **Item 1** of the Schedule ("**Lessor**") and **TELSTRA CORPORATION LIMITED ACN 051 775 556** a company incorporated under the Corporations Law of the Australian Capital Territory its successors and assigns ("**Lessee**").

RECITALS

- A. The Lessor is the owner of the Land described in **Item 4** of the Schedule.
- B. For the purposes of carrying out its functions under the Telecommunications Act 1997 ("**the Act**") (as amended from time to time) the Lessee wishes to enter upon the Land and construct and/or affix the Facility on the Premises and perform all ancillary works including fencing in connection with the construction operation maintenance repair replacement and removal of the Facility as required from time to time.
- C. The Lessor has agreed to the installation of the Facility and the Lessee has agreed to pay the Rent as provided in this Lease.

1 DEFINITION

In this Lease:

"**Act**" means the Telecommunications Act 1997 (Cth) (as amended from time to time) or to the extent that it is replaced then such replacement legislation;

"**Area for Access**" means that part of the Land marked 'A' on the Plan;

"**Carrier**" including the expression "**other Carriers**" shall have the same meaning as is contained in the Act;

"**Clothes Line Area**" means that part of the Premises marked as 'Clothes Line Area' on Plan A;

"**Cellular Mobile Telecommunications Base Station**" means the equipment hut, antennae and tower erected by the Lessee on the Premises;

"**Commencement Date**" means the date specified at **Item 6** of the Schedule;

"**Facility**" means the concrete footings, equipment hut, tower and antennae and/or any other fixtures, fittings, structures and cabling as altered and/or added to in order to achieve the Permitted Use set out in **Item 9** of the Schedule in the Lessee's absolute discretion from time to time;

"**Land**" means the land more particularly described in **Item 4** of the Schedule which is owned by the Lessor and such expression shall, where the context requires, include the Premises;

"**Lessor**" where the Lessor is one person includes the Lessor his executors administrators successors and assigns and where the Lessor consists of two or more persons includes all

such persons and each of them and each of their executors administrators successors and assigns and where the Lessor is a corporation includes the corporation its successors and assigns;

“Pathway” means that part of the Premises marked on Plan A to be constructed and used as a pathway;

“Premises” means the Premises occupied by the Lessee located on the Land and described in **Item 3** of the Schedule;

“Permitted Use” means the purpose described in **Item 9** of the Schedule;

“Plan” means deposited plan 1023001 a copy of which is attached and marked **“B”**;

“Plan A” means the plan showing the location of the Pathway and Clothes Line Area attached and marked **“C”**;

“Regional Manager” means the person from time to time performing all or any of the duties of Regional Property Portfolio Manager Telstra Corporation Limited Corporate Property Services in the State in which the Premises are situated or an equivalent position as advised by the Lessee and includes any person nominated by the Lessee in substitution for the said officer and any person acting in the said position;

“Rent” means the amount specified in **Item 7** of the Schedule as varied by any Rent review under this Lease and includes all statutory outgoings.

1.1 Interpretations

Clause headings and Sub-clause headings are included in this Lease for convenience of reference only and will not be deemed to be part of, and will not be used in the interpretation or construction of, this Lease.

1.2 Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors or others authorised (expressly or implicitly) by that party.

1.3 Any obligation on the Lessor or the Lessee (as the case may be) shall where the context so permits extend to the actions of that party or its authorised employees, agents, contractors, licensees, invitees, or others claiming under or through that party.

1.4 Sections 84, 84A and 85 of the Conveyancing Act 1919 (NSW) do not apply to this Lease.

2 DEMISE

The Lessor lets and the Lessee takes all those Premises for the term set out at **Item 5** from the date set out at **Item 6** and at the Rent set out at **Item 7** of the Schedule together with the right:

- (a) of unrestricted access at all times to and from the Premises over, on and through the Area for Access;

- (b) to pass over, on and through the Area for Access with or without vehicles for the purpose of access to the Premises where necessary;
- (c) to lay electricity cables over or under the Land to connect the Premises to the public electricity supply, and also to lay any other cables through the Land in connection with the Permitted Use of the Premises, and of access to that cabling for the purpose of maintenance, repair and renewal of the same where necessary.

3 LESSEE'S COVENANTS

THE LESSEE AGREES with the Lessor as follows:

3.1 Rent

To pay the Rent on the days and in the manner set out at **Item 8** of the Schedule. The Lessee may, at its option, pay Rent and other monies payable to the Lessor under this Lease by way of electronic funds transfer.

3.2 Installation & Maintenance

To keep the Premises and the exterior of the Facility in good repair and condition (having regard to the condition of the Premises as at the Commencement Date), fair wear and tear and damage not attributable to misuse or abuse on the part of the Lessee its servants agents invitees or contractors always excepted in respect to the Premises.

3.3 Re-instatement & Making Good

Provided that the Lessee has no entitlement to take another lease over the Premises at the end of the term of this lease then the Lessee shall at any time during and in any event shall within three (3) months after the end or sooner determination of the tenancy remove the Cellular Mobile Telecommunications Base Station making good at its own cost any damage to the property of the Lessor situated on the Land or to the Land, or the Premises caused by misuse or abuse of the Lessee whether prior to or during the term or during removal of the Cellular Mobile Telecommunications Base Station and antennae.;

3.4 Assignment

- (a) not to assign underlet or part with the possession of the Premises to any body or person (other than a Commonwealth department or body, or a corporation which has the provision of telecommunications services as a function, which will not require the Lessor's consent) without the consent of the Lessor, which consent shall not be unreasonably denied or delayed;
- (b) in the event of an assignment by the Lessee of this Lease, the Lessee shall from the date of such assignment be released from all obligations and liabilities under this Lease, but without prejudice to any prior claim or remedy which the Lessee or the Lessor may have against the other.

3.5 Energy Outgoings

To install on the Premises at its own cost separate metering for electricity and telephone ("the services") as necessary and to pay to the suppliers all charges for such services as have been consumed or used by the Lessee.

3.6 Use of Premises

To use the Premises for the Permitted Use set out at **Item 9** of the Schedule only and not otherwise without the Lessor's previous written consent which consent shall not be unreasonably denied or delayed.

3.7 Indemnity

Subject to **clause 4.2**, the Lessee shall indemnify and hold indemnified the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable in respect of loss damage or injury to property or person arising out of the Lessee's use or occupation of the Premises and caused by the negligent act or omission of the Lessee or any servant agent sublessee or other person claiming through the Lessee (to the extent the Lessee or any servant, agent, Sub-Lessee or other person claiming through the Lessee has contributed thereto).

4 LESSOR'S COVENANTS

THE LESSOR AGREES with the Lessee as follows:

4.1 Non-interference with Facility

The Lessor covenants not to manipulate, tamper with, interfere with, damage, deface, remove or destroy the Facility or any part of it or its operation without the Lessee's written permission and the Lessor AGREES it shall take all reasonable measures to make itself and any person entering on its behalf aware of the safety procedures required for entry to the Premises and approach to the antennae. The Lessee shall have the right to erect signage around the Premises and the antennae for the purposes of complying with Australian safety standards.

4.2 Use of the Pathway and the Clothes Line Area

- (a) The Lessor shall be permitted to enter onto and use the Pathway and the Clothes Line Area in common with the Lessee, provided that the Lessor covenants:
 - (i) the Clothes Line Area will only be used by the Lessor for the purposes of erecting and using clothes lines;
 - (ii) not to carry out or allow any other person to carry out excavation works on the Pathway or the Clothes Line Area;
 - (iii) not to place or allow any other person to place any structure, equipment or other apparatus on the Pathway or the Clothes Line Area, with the exception of clothes lines in the Clothes Line Area;

- (iv) the construction of the Pathway and the erection of clothes lines and the use of the Pathway and/or the Clothes Line Area will not interfere with the operation of the Permitted Use by the Lessee;
 - (v) the Lessor is responsible for any damage caused to the Pathway and the Clothes Line Area;
 - (vi) the Lessor shall indemnify and hold indemnified the Lessee against all claims, actions, losses and expenses of any nature arising out of a breach of the Lessor's obligations in this **clause 4.2**;
 - (vii) the Lessor shall indemnify and hold indemnified the Lessee from and against all actions, claims, demands, losses, damages, costs and expenses which the Lessee may sustain or incur or for which the Lessee may become liable in respect of loss damage or injury to property or person arising out of or in connection with or incidental to the construction or use of the Pathway and/or the Clothes Line Area or the exercise of the rights granted to the Lessor under this **clause 4.2**.
- (b) The Lessor shall not be entitled to make any claim against the Lessee arising out of any interference with the Lessor's use of the Pathway and Clothes Line Area by the Lessee.
- (c) Notwithstanding **clause 4.2(a)**, if at any time during the term of this Lease the Lessee requires exclusive use of all or part of the Pathway and/or the Clothes Line Area either temporarily or permanently, the Lessee will provide reasonable notice to the Lessor that the Lessee requires such use and the Lessor will comply with all requirements of the Lessee's notice.

4.3 Quiet Enjoyment

So long as the Lessee pays the Rent and performs its obligations under this Lease, it is entitled during the tenancy to quietly enjoy the Premises without any interruption by the Lessor or any person lawfully claiming through the Lessor or in any other manner.

4.4 Third Party Right

The Lessor covenants that any lease or other right of occupation of the Land or any part of it shall not in any way affect or interfere with the Lessee's use of the Premises, including but not limited to the Lessee's present or future operation of the Facility as permitted by this Lease, and shall not impinge upon the provisions of this Lease and the rights of the Lessee under this Lease.

4.5 Non-derogation from Grant

The Lessor shall not derogate from its grant of the Premises to the Lessee and this obligation of the Lessor shall not be excluded or in any way limited by any other provisions of this Lease.

4.6 Surrender

- (a) Notwithstanding any other provision of this Lease, the Lessor covenants that if factors affect the Permitted Use under this Lease to the extent that the Permitted Use is compromised or no longer necessary, or the level of service provided by the Lessee to its customers falls below the level considered acceptable in the reasonable opinion of the Lessee, then the Lessee may terminate this Lease or any renewal thereof on giving to the Lessor six (6) months written notice at any time (which notice may expire at any time) at the end of which time this Lease shall cease and determine without prejudice however to any antecedent rights or claim for damages which may have accrued to either party.
- (b) If the Lessee exercises its right to terminate this Lease under **clause 4.6 (a)** it shall at its own cost reinstate in accordance with **clause 3.3**.
- (c) If this Lease is terminated prior to the Lease expiry date where the Rent has been paid in advance the Lessor shall within thirty (30) days of the Lessee's notice of termination repay to the Lessee the proportion of the Rent applicable to the portion of the term after the date of termination and to which the Rent paid in advance relates.

4.7 Subsequent Occupiers

Where the Lessor proposes to grant rights of occupancy on the Land to other Carriers it will first:

- (a) give notice to the Lessee immediately of such a proposal;
- (b) obtain the Lessee's consent to such a proposal which shall not be withheld provided the Lessee's use of the Premises and Facility are not affected, impaired or otherwise interfered with ("**affects**");
- (c) should the Lessee establish, during the term of this Lease that changes to the other Carriers facility after the initial installation of the facility by the other Carrier affects the Lessees Facility the Lessor will either:
 - (i) terminate the arrangement with the other Carrier;
 - (ii) arrange for the relocation of the other Carrier's facility so that it no longer affects the Lessee's use of its Premises and Facility; or
 - (iii) arrange for the other Carrier to modify its facility or the operation thereof so that it no longer affects the Lessee's use of its Facility.

4.8 Confidentiality

- (a) The Lessor acknowledges that the business or activities of the Lessee in the Premises are confidential and agrees to treat as confidential, prior negotiations to this Lease, this Lease and all information which comes into its possession pursuant to or as a result of or in the performance of any obligation or right under this Lessee, whether such information relates to the business, activities or

technical operations of the Lessor or any person dealing with the Lessee or otherwise and the Lessor shall not disclose any such information to a third party without the Lessee's consent;

- (b) The operation of this **clause 4.8** shall survive the termination or expiration of this Lease.

4.9 Access Track and/or Power Connection

Where the Lessee installs, upgrades or maintains at its own cost any access, track or power connection then any other Person or entity (excepting always the Lessor and his successors in title) who wish to utilise the said track or power connection shall share in the said cost of installation, upgrading and maintenance as apportioned by the Lessee, and the Lessor covenants it shall ensure that any subsequent grant of a lease or licence shall include an obligation on that Lessee or Licensee to bear such apportioned costs.

4.10 Indemnity

The Lessor agrees to indemnify and keep indemnified the Lessee from and against all suits, actions, claims or demands by any person or persons for any loss, damages, expenses or costs as a result of the negligence or default of the Lessor its officers, servants, agents, contractors, licensees to the extent the Lessee its officers, servants, agents, contractors, or licensees has not negligently contributed thereto.

4.11 Bush Fires Legislation

To comply with from time to time in respect of the Land all relevant legislation governing the control of bush fires in the State in which the Premises are situated.

4.12 Lessee's Property

Without limitations the Lessee is entitled during the term to affix, erect, install, remove or replace the Facility or any part of it which at all times shall be the property of the Lessee (unless otherwise specified in the Schedule) and make such alterations as the Lessee considers necessary.

4.13 Contamination

The Lessor warrants that the Land is not contaminated with substances hazardous to health or safety and that this warranty remains true at all times during the Term and any overholding.

5 MUTUAL COVENANTS

IT IS MUTUALLY AGREED by and between the Lessor and the Lessee as follows:

5.1 Joint & Several Liability

Where the Lessor consists of two or more persons the provisions on their part to be observed shall bind all of them jointly and each of them severally.

5.2 Special Provisions

The special provisions (if any) set out in the Schedule shall apply to this Lease and to the extent that such provisions are inconsistent with other provisions of this Lease shall modify or exclude the latter.

5.3 Default & Re-entry

If the Rent is one (1) month in arrears or if the Lessee fails to perform its obligations under this Lease and the Lessee does not within a reasonable time and from the date of notice by the Lessor commence and proceed diligently to remedy the default then the Lessor may re-enter upon the Premises or upon any part of the Premises in the name of the whole and this tenancy shall determine on the Lessors re-entry without prejudice however to any antecedent claim or remedy which either party may have against the other PROVIDED that before exercising its rights under this clause for arrears of Rent the Lessor shall give the Lessee twenty-eight (28) days written notice that the Rent is in arrears: If any of the Lessor's covenants and conditions contained or implied in this Lease shall not be punctually and effectually performed or observed, and such default shall continue for a period of twenty-eight (28) days after notice specifying such default shall have been served on the Lessee, then it shall be lawful for the Lessor, at any time thereafter, by notice in writing to the Lessee to terminate this Lease, and upon receipt of such notice by the Lessee this lease shall be at an end, but without prejudice to the right of action of the Lessee or the Lessor for damages for any prior breach.

5.4 Overholding

If the Lessee notifies the Lessor in accordance with **clause 5.5(b)** without any demand for possession from the Lessor, the Lessee shall hold the Premises under a tenancy determinable at any time upon three (3) month's notice being given by either party to the other at the same Rent and upon the same provisions as this Lease as far as they can be applied to a quarterly tenancy.

5.5 Notices

Any communication required to be given or served under this Lease:

- (a) shall be duly given to or served on the Lessee if in writing signed by the Lessor or if a corporation the secretary to or any, director of the corporation and delivered by hand or sent by facsimile or sent by post in a prepaid letter addressed to:

Telstra Property Services
The Regional Portfolio Manager
231 Elizabeth Street
Sydney NSW 2000

- (b) shall be duly given to or served on the Lessor if in writing signed by or on behalf of the Regional Manager and sent by facsimile or sent by post in a prepaid letter addressed to the Lessor at the address of the Lessor set out in the Schedule (or such other address of which the Lessor shall have given the Lessee notice in writing);

PROVIDED that where the Lessor consists of two or more persons service upon any one of them shall constitute service upon each of them.

5.6 Costs of Lease

Each party shall pay its own costs in connection with the preparation, execution, registration and stamping of this Lease, but the Lessee shall pay all stamp duty assessed hereon (including all duplicates of this Lease).

5.7 Telstra Corporation Limited

Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunity of the Lessee under and by virtue of the Act or any other applicable legislation of the Commonwealth and any regulations made thereunder (as amended from time to time).

6 RIGHT TO SURRENDER

- (a) the Lessee shall have the right, by notice in writing to the Lessor ("**Lessee's Notice**"), at any time prior to the Commencement Date of the Lease or during the first six (6) months of the term of this Lease, to surrender this Lease on and from the date being one month after the date of service of the Lessee's Notice.
- (b) the Lessor agrees that the giving of the Lessee's Notice shall constitute an agreed surrender of this Lease. In the event of a surrender of this Lease, the Lessee shall not be liable for any damages, costs, rent, outgoings or other moneys or obligations after the effective date of the surrender (except for any antecedent breach).

7 OTHER LEASE

7.1 Acknowledgment

The Lessor and Lessee acknowledge that the Lessor and Lessee have entered into a Lease dated 2001 in respect of the Premises for the term commencing on 2 July 2003 and terminating on 1 July 2008 ("**Second Lease**").

7.2 Termination

If this Lease is validly terminated or surrendered then the Second Lease is also terminated or surrendered as the case may be and the Lessor and Lessee shall do all things necessary to give effect to that termination or surrender.

8 RELOCATION

8.1 Relocation By Lessor

The Lessee will relocate the Cellular Mobile Telephone Base Station at any time during the term of this lease upon receipt of a written request from the Lessor on the following conditions:

- (a) the proposed replacement premises are acceptable to the Lessee acting reasonably;

- (b) the Lessor grants the Lessee a surrender of this and any subsisting leases in respect of the Premises;
- (c) the Lessor grants to the Lessee a lease for the unexpired term of this lease and for the term of any subsisting lease on the same terms and conditions of this lease (*mutatis mutandis*);
- (d) the Lessor providing to the Lessee full and free access to the land and any improvements for the purpose of relocating the Cellular Mobile Telephone Base Station;
- (e) the Lessor granting to the Lessee such easements or licences required to maintain the Cellular Mobile Telephone Base Station together with any cabling and associated services on and through the land and any improvements;
- (f) the Lessee paying the Lessor's reasonable costs incurred in connection with the relocation of the Cellular Mobile Telephone Base Station, **PROVIDED** that;
 - (i) the Lessor makes the written request referred to in this **clause 8.1** during the term or any holding over period of this Lease;
 - (ii) if the Lessor requires relocation of the Cellular Mobile Telephone Base Station more than once during the term or any holding over period of this Lease, then the Lessor must pay all costs and expenses (including without limitation the Lessee's costs and expenses on an indemnity basis) incurred in connection with the relocation of the Cellular Mobile Telephone Base Station;
 - (iii) the Lessor must, at its expense make good the Premises.
- (g) the Lessee obtaining (to the Lessee's reasonable satisfaction), all relevant consents and approvals, required for the relocation and construction of the Cellular Mobile Telephone Base Station;
- (h) the relocation does not cause disruption, at any time, to the services provided, or functions performed, by the Cellular Mobile Telephone Base Station. To this end, the Lessee is not required to relocate the existing Cellular Mobile Telephone Base Station until such time as the construction of the relocated Cellular Mobile Telephone Base Station has been completed and is fully operational.

8.2 Relocation By Lessee

The Lessor acknowledges and agrees that the Lessee may at any time during the term or any holding over period by notice in writing to the Lessor relocate (to a position acceptable to the Lessor acting reasonably) the Cellular Mobile Telephone Base Station within the Land or upon any improvements erected on the Land. The Lessor shall provide the Lessee with all reasonable assistance in relation to the relocation including but not limited to:

- (a) access to the land and any improvements for the purposes of demolition and construction of the Cellular Mobile Telephone Base Station;

- (b) grant a surrender of this and any other subsisting lease;
- (c) grant a new lease for the unexpired term of this lease and any subsequent subsisting lease term on the same terms and conditions of this lease (*mutatis mutandis*);
- (d) grant such easements or licences as the lessee requires, acting reasonably, for the purpose of installing and maintaining any cabling or other services associated with the Cellular Mobile Telephone Base Station on the land and any improvements erected on the land.

12

SIGNED SEALED AND DELIVERED by)
JOHN GEORGES)
in the presence of:)

x *George*

N: *[Signature]*

Witness

NAZIH OBEID

Name of Witness (print)

SIGNED SEALED AND DELIVERED by)
NAZIH HAYEK)
in the presence of:)

x *[Signature]*

N: *[Signature]*

Witness

NAZIH OBEID

Name of Witness (print)

SIGNED SEALED AND DELIVERED by)
TONY TAOUK)
in the presence of:)

x *[Signature]*

N: *[Signature]*

Witness

NAZIH OBEID

Name of Witness (print)

EXECUTED by TELSTRA CORPORATION)

LIMITED ACN 051 775 556 by being

SIGNED SEALED and DELIVERED by REGIONAL

Attorney

REGIONAL PROPERTY MANAGER under

Power of Attorney dated

certifies that he has no notice of the revocation

thereof and in the presence of:

SIGNED FOR AND ON BEHALF OF TELSTRA

BY REGIONAL PROPERTY SERVICES NEW SOUTH WALES REGION

who

by its Attorney

for the time being holding or fulfilling the duties of the office of REGIONAL

PROPERTY MANAGER TELECOM PROPERTY SERVICES NEW SOUTH WALES REGION

of the said Telstra Corporation Limited (ACN 051 775 556) and the said Attorney

states that at the date of the execution of the present instrument he has received no notice of

revocation of Power of Attorney Registered No. 733 Book 3887 and produced at the Land Titles

Office, Sydney by virtue of which he had executed the within document in the presence of:

[Signature]
STEVEN SMITH

Peter Johnston JP 198804853

Witness 10/25 BAY ROAD
CHWICK NSW 2046

PETER A JOHNSTON

Name of Witness (print) 3/4/01

JUSTICE OF THE PEACE IN AND FOR THE STATE OF NEW SOUTH WALES

Attorney

Name of Attorney (print)

SCHEDULE

- 1 LESSOR:** (Recital) Name: **JOHN GEORGES**
(As tenants in common in equal shares) Address: 109 Albert Road, Strathfield
Name: **NAZIH HAYEK**
Address: 77 Griffiths Ave, Bankstown
Name: **TONY TAOUK**
Address: c/- 165 Forest Road, Hurstville
- 2 LESSEE:** (Recital) **TELSTRA CORPORATION LIMITED**
ACN 051 775 556
Address: Telstra Property Services
Regional Property Portfolio Manager
231 Elizabeth Street
Sydney NSW 2000
Postal Address: Locked Bag 6540 Sydney
NSW 1100
- 3 PREMISES:** (Clause 2) Part Folio Identifier 1/100963 being ^{land designated B} ~~Lot 1~~ in shown on Deposited Plan 1023001
- 4 LAND** (Recital A) Lot 1 in Deposited Plan 1009363
- 5 TERM** (Clause 2) Two (2) years, eight (8) months and three (3) days
- 6 COMMENCEMENT DATE** (Clause 2) 29 October 2000
- 7 RENT** (Clause 2) \$11,576.25 gross per annum [subject to **Item 10** of the Schedule] [it being acknowledged that the Rent is a gross Rent inclusive of all usual building and statutory outgoings]



8 PAYMENT OF RENT (Clause 3.1) Yearly in advance.

9 PERMITTED USE (Clause 3.6) Communications operations including Cellular Mobile Telephone Base Station, antennae and associated services.

10 REVIEW OF RENT The parties agree that the Rent payable under this Lease shall be increased by five percent (5%) per annum during the term of this Lease and any renewal, extension or overholding of it on 1 July each year following the first anniversary of the Commencement Date.



MORTGAGEE'S CONSENT

Westpac Banking Corporation

[ABN 33007457141] of [60 Martin Place, Sydney] the proprietor of
Mortgage No. [5443535] over the land described in Certificate of Title Volume

[—] Folio [F15 111009363] at the request of the parties to the attached Lease ("Lease")

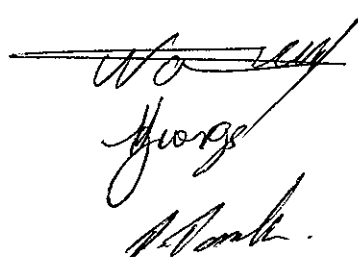
CONSENTS to the demise contained in the Lease (including any further term duly created pursuant
to the exercise of any option to renew the Lease) and all the provisions of the Lease and **AGREES**
that while the Lessee complies with its obligations under the Lease it will not dispossess the Lessee
from the Premises nor in any way interfere with its use or occupation of them despite any default
committed by the Mortgagor under the Mortgage.

DATED this 27th day of MARCH 2001

SIGNED SEALED and DELIVERED by

in the presence of:

N. Quid
NARAH OBEID.


George Mark.

WESTPAC BANKING CORPORATION ABN 33 007 457 141
by its attorney **CHRISTINE PHOEBE MALCOLM**
under Power of Attorney No. 831 Book 4059

Manager, National Property Finance Loan Centre

29th March 2001.



ANNE-LOY KWON
130 RTH KING ST WILSONS WEST
BANK OFFICE

16

“B”

PLAN

+61296394948



BRIAN GOWEN SURVEYING

Land & Engineering Surveyors ABN:- 97 823 840 547

PO Box 2303,
 North Parramatta 1750
 Telephone (02) 9614 6942
 Facsimile (02) 9639 4948

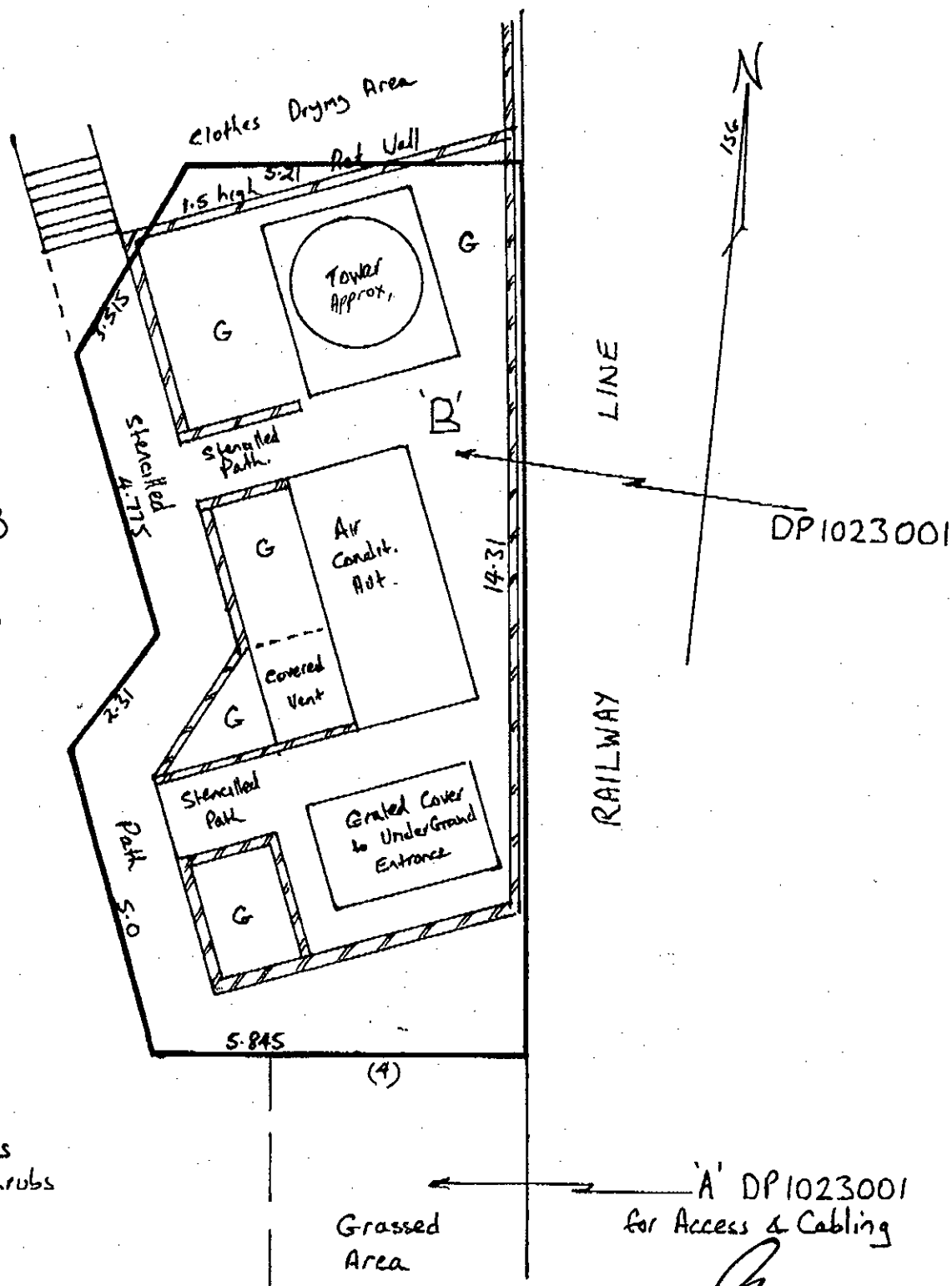
SKETCH

"C"
 PLAN A

Our Ref: 2645
 Your Ref:

DP1009363

SP 65120



G Garden Areas
 Planted with Shrubs
 & Pinebarked

Grassed
 Area

B. Gowen
 Surveyor Registered Under
 The Surveyors Act 1929-46 as amended.
 20th March 2001

Copyright Reserved Brian Gowen Surveying

N.H.
 J.S.A.

Historical Search

02/10/2020 04:21 PM

Client Reference: DI-ES8019

NEW SOUTH WALES LAND REGISTRY SERVICES - HISTORICAL SEARCH

SEARCH DATE

2/10/2020 4:20PM

FOLIO: 1/616138

First Title(s): SEE PRIOR TITLE(S)

Prior Title(s): VOL 14766 FOL 246

Recorded	Number	Type of Instrument	C.T. Issue
28/3/1988		TITLE AUTOMATION PROJECT	LOT RECORDED
		FOLIO NOT CREATED	
14/9/1988		CONVERTED TO COMPUTER FOLIO	FOLIO CREATED
		CT NOT ISSUED	
14/8/1992	DP818236	DEPOSITED PLAN	FOLIO CANCELLED

*** END OF SEARCH ***



DI-ES8019

PRINTED ON 2/10/2020

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Historical Search

02/10/2020 04:05 PM

Client Reference: DI-ES8019

NEW SOUTH WALES LAND REGISTRY SERVICES - HISTORICAL SEARCH

SEARCH DATE

2/10/2020 4:03PM

FOLIO: CP/SP65120

First Title(s): OLD SYSTEM

Prior Title(s): 1/1009363

Recorded	Number	Type of Instrument	C.T. Issue
2/5/2001	SP65120	STRATA PLAN EDITION 1	FOLIO CREATED
12/1/2004	9401417	REJECTED - CHANGE OF ADDRESS OF ASSOCIATION/OWNERS CORPORATION	
4/1/2005	AB192730	APPLICATION FOR REPLACEMENT CERTIFICATE OF TITLE	
4/1/2005	AB192731	CHANGE OF BY-LAWS	EDITION 2
22/8/2006	AC541032	CHANGE OF BY-LAWS	EDITION 3
20/6/2008	AE36633	ORDER AFFECTING A STRATA SCHEME	EDITION 4
28/2/2018	AN6262	REQUEST	
26/3/2018	AN218067	DEPARTMENTAL DEALING	
25/7/2018	AN216168	REJECTED - REQUEST	

*** END OF SEARCH ***



DI-ES8019

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Historical Search

02/10/2020 04:14 PM

Client Reference: DI-ES8019

NEW SOUTH WALES LAND REGISTRY SERVICES - HISTORICAL SEARCH

SEARCH DATE

2/10/2020 4:13PM

FOLIO: 1/1009363

First Title(s): OLD SYSTEM

Prior Title(s): 1/818236

Recorded	Number	Type of Instrument	C.T. Issue
20/9/2000	DP1009363	DEPOSITED PLAN EDITION 1	FOLIO CREATED
19/1/2001	7357591	CAVEAT	
6/2/2001	DP1023001	DEPOSITED PLAN	
5/3/2001	7415830	WITHDRAWAL OF CAVEAT	
5/3/2001	7415831	CAVEAT	
12/4/2001	7519224	TRANSFER GRANTING EASEMENT	
30/4/2001	7551140	SURRENDER OF LEASE	
30/4/2001	7551141	SURRENDER OF LEASE	
30/4/2001	7551142	SURRENDER OF LEASE	
30/4/2001	7551143	LEASE	
30/4/2001	7551144	LEASE	
30/4/2001	7551145	LEASE	
2/5/2001	SP65120	STRATA PLAN	FOLIO CANCELLED
20/7/2016	AK607998	DEPARTMENTAL DEALING	

*** END OF SEARCH ***



DI-ES8019

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Title Search

02/10/2020 03:58 PM

Client Reference: DI-ES8019

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP65120

SEARCH DATE	TIME	EDITION NO	DATE
2/10/2020	3:57 PM	4	20/6/2008

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 65120
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CHATSWOOD
LOCAL GOVERNMENT AREA WILLOUGHBY
PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP65120

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 65120
ADDRESS FOR SERVICE OF DOCUMENTS:
9-11 NELSON STREET
CHATSWOOD 2057

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED
- 3 7519224 EASEMENT FOR ELECTRICITY PURPOSES 1.77 WIDE (E1)
AFFECTING PART OF THE LAND ABOVE DESCRIBED SHOWN SO
BURDENED IN PLAN WITH 7519224
- 4 7519224 EASEMENT FOR ELECTRICITY PURPOSES 1.5 WIDE AND
VARIABLE (E2) AFFECTING PART OF THE LAND ABOVE
DESCRIBED SHOWN SO BURDENED IN PLAN WITH 7519224
- 5 SP65120 RESTRICTION(S) ON THE USE OF LAND
- 6 SP65120 POSITIVE COVENANT
- 7 SP65120 EASEMENT FOR ACCESS APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 8 AB192731 CHANGE OF BY-LAWS

9 AC541032 CHANGE OF BY-LAWS
10 AE36633 ORDER OF STRATA SCHEMES BOARD
* 11 AN6262 PROPOSED ACQUISITION PURSUANT TO SECTION 11 LAND
ACQUISITION (JUST TERMS COMPENSATION) ACT, 1991
AFFECTING THE PART DESCRIBED IN AN6262

END OF PAGE 1 - CONTINUED OVER

DI-ES8019

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP65120

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 65120

LOT ENT	LOT ENT	LOT ENT	LOT ENT
1 - 251	2 - 208	3 - 257	4 - 223
5 - 220	6 - 220	7 - 220	8 - 223
9 - 214	10 - 226	11 - 217	12 - 211
13 - 214	14 - 211	15 - 208	16 - 263
17 - 217	18 - 272	19 - 232	20 - 229
21 - 229	22 - 229	23 - 229	24 - 220
25 - 232	26 - 223	27 - 220	28 - 223
29 - 217	30 - 217	31 - 220	32 - 220
33 - 226	34 - 232	35 - 169	36 - 229
37 - 229	38 - 229	39 - 220	40 - 232
41 - 181	42 - 220	43 - 223	44 - 178
45 - 217			

NOTATIONS

AN218067 NOTE: EASEMENT FOR ROCK ANCHORS MARKED "X" IN THE GAZETTE
DIAGRAM ACQUIRED FOR THE PURPOSES OF THE TRANSPORT ADMINISTRATION
ACT 1988 VIDE GOV. GAZ. 23-03-2018 FOLS. 1715-1722

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



DI-ES8019

PRINTED ON 2/10/2020

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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APPENDIX E

CURRENT AND HISTORICAL AERIAL PHOTOGRAPHS

HISTORICAL AERIAL PHOTOGRAPHS - 1930



LEGEND



Site Boundary

PROJECT DETAILS	
Project Title	Preliminary Site Investigation
Project No.	ES8019
Client	Urbis Pty Ltd
Site Address	9-11 Nelson Street, Chatswood NSW




DRAWING DETAILS			
Figure No.	A	Rev No.	0
Scale	As above	Size	A3
Drawn by	SB	Date	15.09.2020
Approved by	MK	Date	21.09.2020

HISTORICAL AERIAL PHOTOGRAPHS - 1951



LEGEND

 Site Boundary

PROJECT DETAILS

Project Title	Preliminary Site Investigation
Project No.	ES8019
Client	Urbis Pty Ltd
Site Address	9-11 Nelson Street, Chatswood NSW




DRAWING DETAILS


Figure No.	B	Rev No.	0
Scale	As above	Size	A3
Drawn by	SB	Date	15.09.2020
Approved by	MK	Date	21.09.2020

HISTORICAL AERIAL PHOTOGRAPHS - 1975



LEGEND

 Site Boundary

PROJECT DETAILS			DRAWING DETAILS			
Project Title	Preliminary Site Investigation		Figure No.	C	Rev No.	0
Project No.	ES8019		Scale	As above	Size	A3
Client	Urbis Pty Ltd		Drawn by	SB	Date	15.09.2020
Site Address	9-11 Nelson Street, Chatswood NSW		Approved by	MK	Date	21.09.2020

HISTORICAL AERIAL PHOTOGRAPHS - 1991



LEGEND

 Site Boundary

PROJECT DETAILS

Project Title	Preliminary Site Investigation
Project No.	ES8019
Client	Urbis Pty Ltd
Site Address	9-11 Nelson Street, Chatswood NSW




DRAWING DETAILS

Figure No.	D	Rev No.	0
Scale	As above	Size	A3
Drawn by	SB	Date	15.09.2020
Approved by	MK	Date	21.09.2020

HISTORICAL AERIAL PHOTOGRAPHS - 2005



LEGEND

 Site Boundary

PROJECT DETAILS

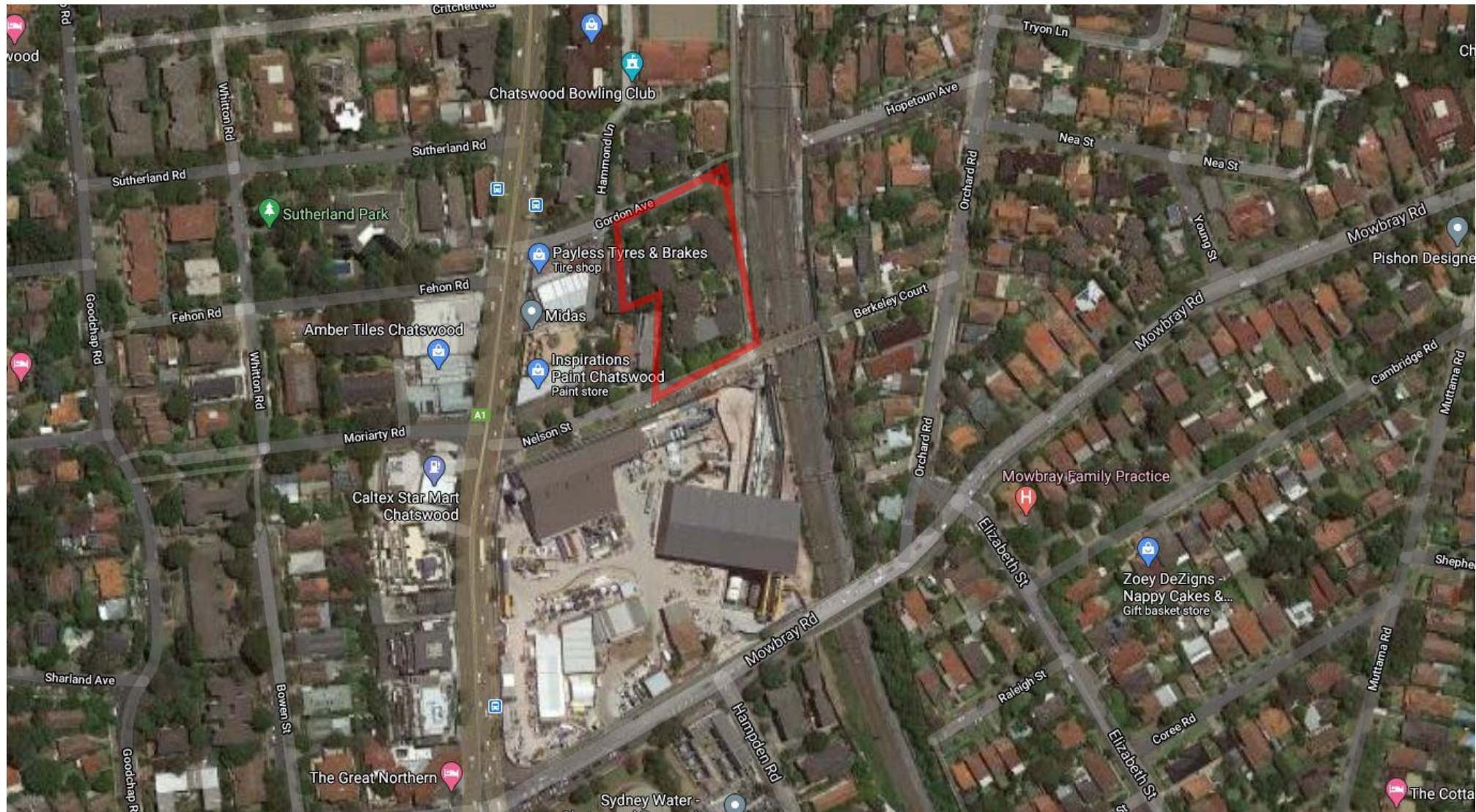
Project Title	Preliminary Site Investigation
Project No.	ES8019
Client	Urbis Pty Ltd
Site Address	9-11 Nelson Street, Chatswood NSW




DRAWING DETAILS

Figure No.	E	Rev No.	0
Scale	As above	Size	A3
Drawn by	SB	Date	15.09.2020
Approved by	MK	Date	21.09.2020

HISTORICAL AERIAL PHOTOGRAPHS - 2020



LEGEND

 Site Boundary

PROJECT DETAILS

Project Title	Preliminary Site Investigation
Project No.	ES8019
Client	Urbis Pty Ltd
Site Address	9-11 Nelson Street, Chatswood NSW



DRAWING DETAILS

Figure No.	F	Rev No.	0
Scale	As above	Size	A3
Drawn by	SB	Date	15.09.2020
Approved by	MK	Date	21.09.2020

APPENDIX F

NSW EPA RECORDS



Contaminated land

[+ Management of contaminated land](#)[+ Consultants and site auditor scheme](#)[+ Underground petroleum storage systems](#)[Guidelines under the CLM Act](#)[NEPM amendment](#)[+ Further guidance](#)[– Record of notices](#)[About the record](#)[Search the record](#)[Search tips](#)[Disclaimer](#)[List of NSW contaminated sites notified to EPA](#)[Frequently asked questions](#)[Forms](#)[+ Other contamination issues](#)[Home](#) [Contaminated land](#) [Record of notices](#)

Search results

Your search for: Suburb: WILLOUGHBY

Notice Type: Declaration of Significantly Contaminated Land

[Search Again](#)[Refine Search](#)

did not find any records in our database.

If a site does not appear on the record it may still be affected by contamination. For example:

- Contamination may be present but the site has not been regulated by the EPA under the Contaminated Land Management Act 1997 or the Environmentally Hazardous Chemicals Act 1985.
- The EPA may be regulating contamination at the site through a licence or notice under the Protection of the Environment Operations Act 1997 (POEO Act).
- Contamination at the site may be being managed under the [planning process](#).

More information about particular sites may be available from:

- The [POEO public register](#)
- The appropriate planning authority: for example, on a planning certificate issued by the local council under [section 149 of the Environmental Planning and Assessment Act](#).

See [What's in the record and What's not in the record](#).

If you want to know whether a specific site has been the subject of notices issued by the EPA under the CLM Act, we suggest that you

Search TIP

To search for a specific site, search by LGA (local government area) and carefully review all sites listed.

... [more search tips](#)

Your search for: **General Search** with the following criteria

Suburb - Willoughby

returned 9 results

[Export to excel](#)

1 of 1 Pages

[Search Again](#)

Number	Name	Location	Type	Status	Issued date
1583316	JASBE NSW Pty LTD	498 Willoughby Road, WILLOUGHBY, NSW 2068	s.91 Clean Up Notice	Issued	29 Aug 2019
1591655	JASBE NSW Pty LTD	498 Willoughby Road, WILLOUGHBY, NSW 2068	s.110 Variation of Clean Up Notice	Issued	13 Feb 2020
7023	STATE TRANSIT AUTHORITY OF NSW	CNR ANN & STAN STREETS, WILLOUGHBY, NSW 2068	POEO licence	No longer in force	13 Nov 2000
1044175	STATE TRANSIT AUTHORITY OF NSW	CNR ANN & STAN STREETS, WILLOUGHBY, NSW 2068	s.58 Licence Variation	Issued	10 Feb 2005
2989	TCN CHANNEL NINE PTY LTD	24 ARTARMON ROAD, WILLOUGHBY, NSW 2068	POEO licence	Surrendered	13 Nov 2000
1004976	TCN CHANNEL NINE PTY LTD	24 ARTARMON ROAD, WILLOUGHBY, NSW 2068	s.58 Licence Variation	Issued	29 Nov 2001
1013968	TCN CHANNEL NINE PTY LTD	24 ARTARMON ROAD, WILLOUGHBY, NSW 2068	s.58 Licence Variation	Issued	24 Dec 2001
1524813	TCN CHANNEL NINE PTY LTD	24 ARTARMON ROAD, WILLOUGHBY, NSW 2068	s.58 Licence Variation	Issued	05 Sep 2014
1592624	TCN CHANNEL NINE PTY LTD	24 ARTARMON ROAD, WILLOUGHBY, NSW 2068	s.80 Surrender of a Licence	Issued	03 Jun 2020

11 September 2020

Contaminated land

[+ Management of contaminated land](#)[+ Consultants and site auditor scheme](#)[+ Underground petroleum storage systems](#)[Guidelines under the CLM Act](#)[NEPM amendment](#)[+ Further guidance](#)[- Record of notices](#)[About the record](#)[Search the record](#)[Search tips](#)[Disclaimer](#)[List of NSW contaminated sites notified to EPA](#)[Home](#) [Contaminated land](#) [Record of notices](#)

Search results

Your search for: LGA: WILLOUGHBY CITY COUNCIL

Matched 14 notices relating to 2 sites.

Notice Type: Notice of Completion or Withdrawal of Approved VMP

[Search Again](#)[Refine Search](#)

Suburb	Address	Site Name	Notices related to this site
CHATSWOOD	607 Pacific HIGHWAY	Former Caltex Chatswood Service Station	8 former
CHATSWOOD WEST	728 Pacific HIGHWAY	Chatswood Toyota	6 former

Page 1 of 1

15 September 2020

APPENDIX G

GROUNDWATER BORE SEARCH



Aargus

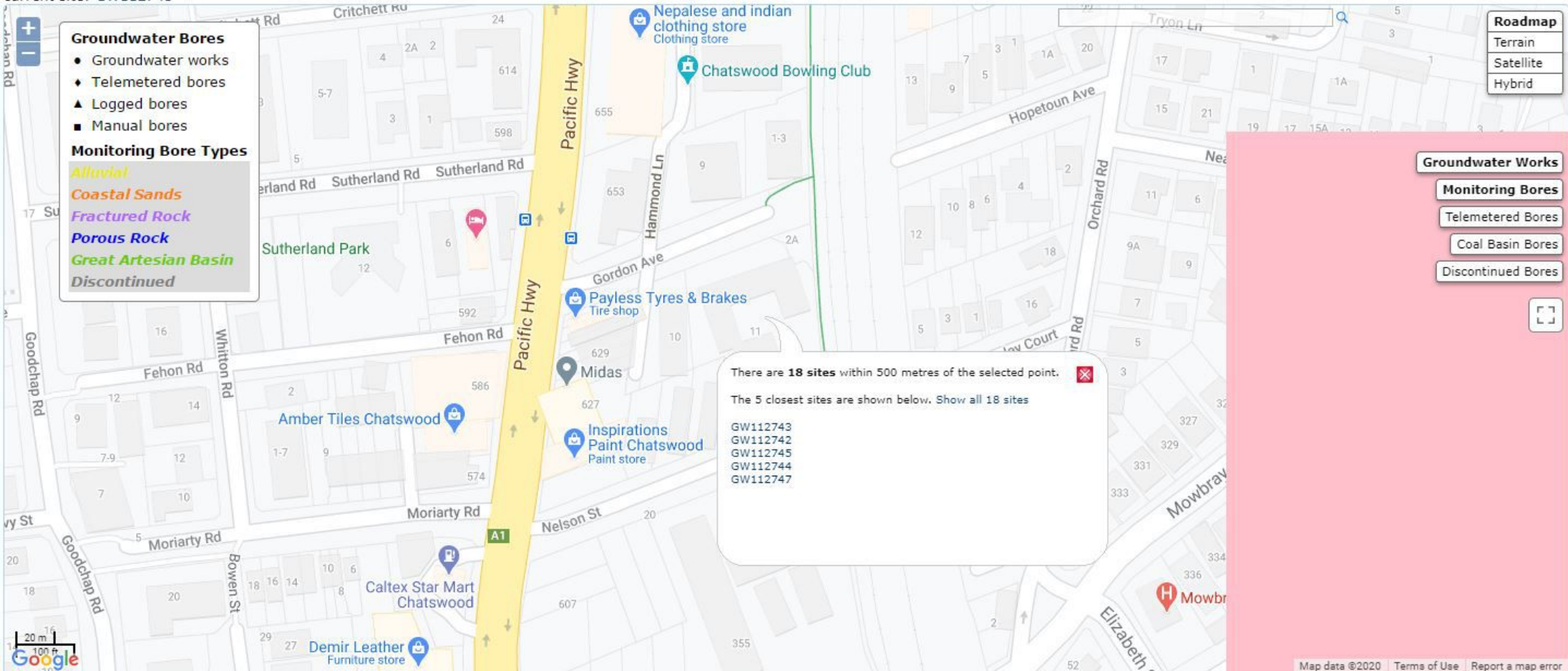
ALL GROUNDWATER MAP

[bookmark this page](#)

All data times are Eastern Standard Time

[Map](#) [Info](#)

current site: GW112745



WaterNSW

Work Summary

GW112742**Licence:****Licence Status:****Authorised Purpose(s):****Intended Purpose(s):** MONITORING BORE**Work Type:** Bore**Work Status:** Equipped**Construct.Method:****Owner Type:** Private**Commenced Date:****Completion Date:** 24/03/2009**Final Depth:** 11.00 m**Drilled Depth:** 11.00 m**Contractor Name:** Terratest**Driller:** Pritpal Singh**Assistant Driller:****Property:****Standing Water Level**
(m):**GWMA:****Salinity Description:****GW Zone:****Yield (L/s):**

Site Details

Site Chosen By:**Form A:** **County**
Licensed: CUMBERLAND**Parish**
WILLOUGHB**Cadastre**
4//455907**Region:** 10 - Sydney South Coast**CMA Map:****River Basin:** - Unknown**Grid Zone:****Scale:****Area/District:****Elevation:** 0.00 m (A.H.D.)**Northing:** 6258125.000**Latitude:** 33°48'13.1"S**Elevation Source:** Unknown**Easting:** 331512.000**Longitude:** 151°10'47.3"E**GS Map:** -**MGA Zone:** 56**Coordinate Source:** Unknown

Remarks

23/07/2014: Nat Carling, 23-July-2014; Added status, drill method & depth.

***** End of GW112742 *****

Warning To Clients: This raw data has been supplied to the WaterNSW by drillers, licensees and other sources. WaterNSW does not verify the accuracy of this data. The data is presented for use by you at your own risk. You should consider verifying this data before relying on it. Professional hydrogeological advice should be sought in interpreting and using this data.

WaterNSW

Work Summary

GW112743**Licence:****Licence Status:****Authorised Purpose(s):****Intended Purpose(s):** MONITORING BORE**Work Type:** Bore**Work Status:** Equipped**Construct.Method:****Owner Type:** Private**Commenced Date:****Completion Date:** 23/03/2009**Final Depth:** 11.00 m**Drilled Depth:** 11.00 m**Contractor Name:** Terratest**Driller:** Pritpal Singh**Assistant Driller:****Property:****Standing Water Level**
(m):**GWMA:****GW Zone:****Salinity Description:**
Yield (L/s):

Site Details

Site Chosen By:**Form A:** **County**
Licensed: CUMBERLAND**Parish**
WILLOUGHB**Cadastre**
6//66854**Region:** 10 - Sydney South Coast**CMA Map:****River Basin:** - Unknown**Grid Zone:****Scale:****Area/District:****Elevation:** 0.00 m (A.H.D.)**Northing:** 6258132.000**Latitude:** 33°48'12.9"S**Elevation Source:** Unknown**Easting:** 331529.000**Longitude:** 151°10'47.9"E**GS Map:** -**MGA Zone:** 56**Coordinate Source:** Unknown

Remarks

23/07/2014: Nat Carling, 23-July-2014; Added status, drill method & depth.

*** End of GW112743 ***

Warning To Clients: This raw data has been supplied to the WaterNSW by drillers, licensees and other sources. WaterNSW does not verify the accuracy of this data. The data is presented for use by you at your own risk. You should consider verifying this data before relying on it. Professional hydrogeological advice should be sought in interpreting and using this data.

WaterNSW

Work Summary

GW112744**Licence:****Licence Status:****Authorised Purpose(s):****Intended Purpose(s):** MONITORING BORE**Work Type:** Bore**Work Status:** Equipped**Construct.Method:****Owner Type:** Private**Commenced Date:****Completion Date:** 24/03/2013**Final Depth:** 11.00 m**Drilled Depth:** 11.00 m**Contractor Name:** Terratest**Driller:** Pritpal Singh**Assistant Driller:****Property:****Standing Water Level**
(m):**GWMA:****GW Zone:****Salinity Description:**
Yield (L/s):

Site Details

Site Chosen By:**Form A:** **County**
Licensed: CUMBERLAND**Parish**
WILLOUGHBY**Cadastre**
2//537580**Region:** 10 - Sydney South Coast**CMA Map:****River Basin:** - Unknown**Grid Zone:****Scale:****Area/District:****Elevation:** 0.00 m (A.H.D.)**Northing:** 6258101.000**Latitude:** 33°48'13.9"S**Elevation Source:** Unknown**Easting:** 331514.000**Longitude:** 151°10'47.3"E**GS Map:** -**MGA Zone:** 56**Coordinate Source:** Unknown

Remarks

23/07/2014: Nat Carling, 23-July-2014; Added status, drill method & depth.

*** End of GW112744 ***

Warning To Clients: This raw data has been supplied to the WaterNSW by drillers, licensees and other sources. WaterNSW does not verify the accuracy of this data. The data is presented for use by you at your own risk. You should consider verifying this data before relying on it. Professional hydrogeological advice should be sought in interpreting and using this data.

WaterNSW

Work Summary

GW112745**Licence:****Licence Status:****Authorised Purpose(s):****Intended Purpose(s):** MONITORING BORE**Work Type:** Bore**Work Status:** Equipped**Construct.Method:****Owner Type:** Private**Commenced Date:****Completion Date:** 23/03/2009**Final Depth:** 12.00 m**Drilled Depth:** 12.00 m**Contractor Name:** Terratest**Driller:** Pritpal Singh**Assistant Driller:****Property:****Standing Water Level**
(m):**GWMA:****Salinity Description:****GW Zone:****Yield (L/s):**

Site Details

Site Chosen By:**Form A:** **County**
Licensed: CUMBERLAND**Parish**
WILLOUGHB**Cadastre**
5//524631**Region:** 10 - Sydney South Coast**CMA Map:****River Basin:** - Unknown**Grid Zone:****Scale:****Area/District:****Elevation:** 0.00 m (A.H.D.)**Northing:** 6258103.000**Latitude:** 33°48'13.9"S**Elevation Source:** Unknown**Easting:** 331529.000**Longitude:** 151°10'47.9"E**GS Map:** -**MGA Zone:** 56**Coordinate Source:** Unknown

Remarks

23/07/2014: Nat Carling, 23-July-2014; Added status, drill method & depth.

*** End of GW112745 ***

Warning To Clients: This raw data has been supplied to the WaterNSW by drillers, licensees and other sources. WaterNSW does not verify the accuracy of this data. The data is presented for use by you at your own risk. You should consider verifying this data before relying on it. Professional hydrogeological advice should be sought in interpreting and using this data.

WaterNSW

Work Summary

GW112747**Licence:****Licence Status:****Authorised Purpose(s):****Intended Purpose(s):** MONITORING BORE**Work Type:** Bore**Work Status:** Equipped**Construct.Method:****Owner Type:** Private**Commenced Date:****Completion Date:** 25/03/2009**Final Depth:** 12.00 m**Drilled Depth:** 12.00 m**Contractor Name:** Terratest**Driller:** Pritpal Singh**Assistant Driller:****Property:****Standing Water Level**
(m):**GWMA:****GW Zone:****Salinity Description:**
Yield (L/s):

Site Details

Site Chosen By:**Form A:** **County**
Licensed: CUMBERLAND**Parish**
WILLOUGHB**Cadastre**
5//65670**Region:** 10 - Sydney South Coast**CMA Map:****River Basin:** - Unknown**Grid Zone:****Scale:****Area/District:****Elevation:** 0.00 m (A.H.D.)**Northing:** 6258081.000**Latitude:** 33°48'14.6"S**Elevation Source:** Unknown**Easting:** 331532.000**Longitude:** 151°10'48.0"E**GS Map:** -**MGA Zone:** 56**Coordinate Source:** Unknown

Remarks

23/07/2014: Nat Carling, 23-July-2014; Added status, drill method & depth.

*** End of GW112747 ***

Warning To Clients: This raw data has been supplied to the WaterNSW by drillers, licensees and other sources. WaterNSW does not verify the accuracy of this data. The data is presented for use by you at your own risk. You should consider verifying this data before relying on it. Professional hydrogeological advice should be sought in interpreting and using this data.

APPENDIX H

LOCAL METEOROLOGY



Monthly Rainfall (millimetres)

CHATSWOOD BOWLING CLUB

Station Number: 066011 · State: NSW · Opened: 1951 · Status: Open · Latitude: 33.80°S · Longitude: 151.18°E · Elevation: Unknown m

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1951							9.9	111.6	65.2	42.7	6.1	10.9	
1952	46.3	61.3	140.8	302.2	56.9	191.9	251.1	254.2	32.0	140.5	63.3	34.1	1574.6
1953	72.9	182.8	107.5	11.7	455.2	17.2	55.1	41.7	25.4	69.1	52.8	2.6	1094.0
1954	116.2	310.0	34.8	23.5	48.6	9.9	127.0	30.0	54.4	164.8	165.6	83.1	1167.9
1955	182.2	289.0	273.7	88.7	297.6	77.4	23.7	12.1	21.7	58.9	217.5	233.7	1776.2
1956	180.2	497.6	360.9	16.2	126.9	200.1	47.2	85.3	38.3	55.6	10.7	39.7	1658.7
1957	58.9	90.8	48.9	20.0	4.1	27.0	116.6	132.4	7.6	12.9	20.6	50.5	590.3
1958	149.9	234.4	329.7	71.5	15.0	201.2	27.0	74.7	38.5	59.0	8.7	128.3	1337.9
1959	158.8	198.9	166.7	35.8	40.4	103.2	193.5	70.5	112.5	277.8	97.4	48.6	1504.1
1960	67.6	81.8	67.6	24.8	105.0	67.3	95.6	51.6	63.4	256.0	61.2	232.7	1174.6
1961	56.0	72.4	55.5	64.5	20.9	51.8	29.9	231.8	37.6	57.9	543.7	107.9	1329.9
2000												45.0	
2001	128.0	131.0	84.0	146.0	302.0	34.0	108.0	48.0	11.0	31.0	94.0	36.0	1153.0
2002	67.0	300.0	65.0	26.0	78.0	22.0	16.0	31.0	21.0	5.0	35.0	95.0	761.0
2003	7.0	89.0	113.0	219.0	347.0	54.0	58.0	37.0	11.0	94.0	131.0	69.0	1229.0
2004	43.0	128.0	77.0	21.0	10.0	9.0	34.0	110.0	56.0	295.0	66.0	88.0	937.0
2005	82.0	118.0	161.0	33.0	59.0	101.0	102.0	4.0	53.0	60.0	137.0	26.0	936.0
2006	116.0	59.0	49.0	7.0	41.0	164.0	114.0	62.0	165.0	12.0	53.0	87.0	929.0
2007	90.0	141.0	60.0	203.0	11.0	425.0	59.0	143.0	38.0	35.0	176.0	128.0	1509.0
2008	73.0	303.0	37.0	158.0	8.0	134.0	63.0	48.0	97.0	59.0	62.0	60.0	1102.0
2009	29.0	172.0	62.0	145.0	112.0	90.0	48.0	6.0	8.0	180.0	8.0	69.0	929.0
2010	43.0	231.0	62.0	33.0	127.0	144.0	87.0	28.0	94.0	80.0	153.0	80.0	1162.0
2011	45.0	12.0	162.0	191.0	94.0	102.0	303.0	62.0	79.0	33.0	165.0	140.0	1388.0
2012	191.0	169.0	222.0	174.0	25.0	238.0	42.0	12.0	25.0	31.0	52.0	49.0	1230.0
2013	186.0	174.0	82.0	157.0	100.0	293.0	21.0	11.0	44.0	20.0	246.0	35.0	1369.0
2014	16.0	62.0	136.0	88.0	17.0	92.0	14.0	235.0	49.0	81.0	16.0	139.0	945.0
2015	210.0	51.0	41.0	392.0	148.0	85.0	39.0	47.0	78.0	41.0	161.0	67.0	1360.0
2016	349.0	29.0	166.0	70.0	4.0	367.0	131.0	159.0	66.0	35.0	25.0	73.0	1474.0
2017	25.0	151.0	284.0	62.0	21.0	187.0	6.0		0.0	89.0	49.0	48.0	
2018	35.0	109.0	106.0	19.0	22.0	135.0	7.0	5.0	44.0	223.0	167.0	74.0	946.0
2019	51.0	98.0	258.0	27.0	13.0	165.0	54.0	111.0	117.0	58.0	28.0	1.0	981.0
2020	72.0	458.0	159.0	25.0	103.0	53.0	161.0	70.0					

Quality control: 12.3 Done & acceptable, *12.3* Not completed or unknown



Monthly Rainfall (millimetres)

CHATSWOOD BOWLING CLUB

Station Number: 066011 · State: NSW · Opened: 1951 · Status: Open · Latitude: 33.80°S · Longitude: 151.18°E · Elevation: Unknown m

Statistics for this station calculated over all years of data

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Mean	98.2	166.8	132.4	95.2	93.8	128.0	78.8	77.5	51.8	88.6	102.4	76.8	1198.2
Lowest	7.0	12.0	34.8	7.0	4.0	9.0	6.0	4.0	0.0	5.0	6.1	1.0	590.3
5th percentile	20.0	38.9	38.8	13.7	5.9	13.2	8.4	5.4	7.8	12.4	8.3	6.8	819.8
10th percentile	28.6	58.2	48.1	18.7	9.8	21.5	14.0	10.5	10.7	19.3	10.5	26.0	929.0
Median	72.4	136.0	106.8	63.2	52.8	101.5	55.1	56.8	44.0	59.0	62.7	69.0	1171.2
90th percentile	186.5	303.7	274.7	204.6	298.0	243.5	161.0	166.3	98.6	226.3	180.1	139.0	1528.7
95th percentile	201.4	391.4	309.1	264.8	326.8	333.7	222.3	233.6	115.0	268.0	233.2	186.4	1629.3
Highest	349.0	497.6	360.9	392.0	455.2	425.0	303.0	254.2	165.0	295.0	543.7	233.7	1776.2

1) Calculation of statistics

Summary statistics, other than the Highest and Lowest values, are only calculated if there are at least 20 years of data available.

2) Gaps and missing data

Gaps may be caused by a damaged instrument, a temporary change to the site operation, or due to the absence or illness of an observer.

3) Further information

<http://www.bom.gov.au/climate/cdo/about/about-rain-data.shtml>.

Product code: IDCJAC0001 reference: 66120140 Created on Wed 16 Sep 2020 12:06:10 PM AEST



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Bureau of Meteorology

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