



# Stage I Preliminary Site Investigation

Lot 11 DP 1166540  
300 Manchester Road  
Auburn NSW 2144

Payce Consolidated Limited

DL3392\_S003114

July 2015

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## ABBREVIATIONS

<b>ACM</b>	Asbestos Containing Material
<b>AHD</b>	Australian Height Datum
<b>ANZECC</b>	Australian and New Zealand Environment and Conservation Council
<b>AST</b>	Above-ground Storage Tank
<b>ASS</b>	Acid Sulfate Soil
<b>B(a)P</b>	Benzo(a)Pyrene
<b>BGL</b>	Below Ground Level
<b>BH</b>	Borehole
<b>BTEX</b>	Benzene, Toluene, Ethyl Benzene, Xylene
<b>COC</b>	Chain of Custody documentation
<b>CLM</b>	Contaminated Land Management
<b>DA</b>	Development Application
<b>DEC</b>	Department of Environment and Conservation (NSW)
<b>DECC</b>	Department of Environment and Climate Change (NSW)
<b>DECCW</b>	Department of Environment, Climate Change and Water (NSW)
<b>DLA</b>	DLA Environmental Services
<b>DP</b>	Deposited Plan
<b>DQO</b>	Data Quality Objective
<b>EC</b>	Electrical Conductivity
<b>EIL</b>	Ecological Investigation Level
<b>EMP</b>	Environmental Management Plan
<b>EPA</b>	Environment Protection Authority (NSW)
<b>ESL</b>	Ecological Screening Level
<b>HIL</b>	Health-Based Investigation Level
<b>LOR</b>	Limit of Reporting
<b>MW</b>	Monitoring Well
<b>NATA</b>	National Association of Testing Authorities, Australia
<b>NEPC</b>	National Environment Protection Council
<b>NEPM</b>	National Environment Protection Measure
<b>NHMRC</b>	National Health and Medical Research Council
<b>NRMMC</b>	Natural Resource Management Ministerial Council
<b>NSW</b>	New South Wales
<b>OCP</b>	Organochlorine Pesticides
<b>OEH</b>	Office of Environmental and Heritage
<b>OPP</b>	Organophosphorus Pesticides
<b>OH&amp;S</b>	Occupational Health and Safety
<b>PAH</b>	Polycyclic Aromatic Hydrocarbons
<b>PCB</b>	Polychlorinated Biphenyls
<b>PID</b>	Photo-Ionisation Detector
<b>PQL</b>	Practical Quantification Limit
<b>QA/QC</b>	Quality Assurance and Quality Control
<b>RAP</b>	Remedial Action Plan
<b>RPD</b>	Relative Percentage Difference
<b>SAC</b>	Site Acceptance Criteria
<b>SAQP</b>	Sampling Analysis and Quality Plan
<b>SEPP</b>	State Environmental Planning Policy
<b>SWL</b>	Standing Water Level
<b>TCLP</b>	Toxicity Characteristic Leaching Procedure
<b>TRH</b>	Total Recoverable Hydrocarbons
<b>UCL</b>	Upper Confidence Limit
<b>UST</b>	Underground Storage Tank
<b>VOC</b>	Volatile Organic Compounds
<b>WHS</b>	Work Health Safety

## EXECUTIVE SUMMARY

DLA Environmental Services (DLA) was commissioned by Payce Consolidated Limited to prepare a Stage 1 Preliminary Site Assessment for the property identified as lot 11 in DP1166540, 300 Manchester Road, Auburn, Sydney NSW 2000 (the Site).

The proposed investigation program was designed to be suitable for due diligence purposes. The document is intended to be incorporated into a rezoning application for redevelopment purposes and is suitable for review by the NSW EPA, Department of Primary Industries (DPI) and the Auburn City Council. In particular, the document meets the requirements of State Environmental Planning Policy (SEPP) 55 – *Remediation of Land* (Environmental Planning & Assessment Act, 1979).

The Site Assessment forms part of the requirements under SEPP 55 – *Remediation of Land* and the *Guidelines for Consultants Reporting on Contaminated Sites* (NSW EPA, 2011) to determine the end land-use suitability of the Site in the context of the proposed development. Should any potential adverse impacts to the environment or human health be identified, preliminary recommendations will be provided for additional assessment / remediation work to render the Site suitable for the proposed land use.

A search of the Acid Sulfate Soils Map – Sheet ASS\_002 (Auburn Local Environmental Plan 2010) indicated that the majority of the Site is located within a Class 4 affected area. In accordance with the Auburn Local Environmental Plan 2010, an Acid Sulfate Soil Management Plan will be required on development of the Site.

The historical summary confirms that the Site has been predominantly used in a commercial and industrial setting since the 1970's with the construction of large factories. It is understood that extremely heterogeneous historical fill has been placed at the Site during its history with inherent variability in the concentrations of heavy metals, TRH and PAH. The presence of asbestos at the Site has also been investigated in previous assessments and found that asbestos is present in surface soils at the Fosters site, in addition to surface and subsurface soils at the Bluescope site.

Groundwater investigations have confirmed the presence of some elevated heavy metal concentrations. Assessment of these concentrations and neighbouring groundwater characteristics indicate these concentrations are likely to be associated with background levels and do not warrant further assessment. The Site Auditor recommended that groundwater hydrocarbon assessment around the possible on-site UST(s) may be needed upon assessment of this area in accordance with relevant guidelines and regulations.

Based on the supplied data, if the Site were to be designated for redevelopment in the future, remediation would be required to render the land to a standard consistent with the development scenario. It is therefore envisioned that a site remedial strategy specific to the proposed mid-high density residential land use will need to be developed and implemented. The application of the former RAP (JBS&G, 12 December 2013, ref: SG111910 RP01, Rev.8) would therefore require reconsideration under the proposed land use change.

The completion of this report concludes that the Stage 1 PSI objectives have been achieved in accordance with the requirements of the requirements under SEPP 55 – *Remediation of Land* and the *Guidelines for Consultants Reporting on Contaminated Sites* (NSW OEH, 2011). The desktop investigation of current and historical records, as well as a review of the environmental setting of the Site, revealed that localised contamination from the Site’s historical activities does exist, primarily in the form of asbestos. DLA has provided preliminary recommendations to address this contamination and reduce any potential adverse impacts to the environment or human health to acceptable levels.

The Stage I PSI concludes that in its current condition, the Site can be made suitable for the future intended land use, consistent with the criteria outlined in the NEPM (NEPC, 2013) for *Residential B* land use criteria, following the implementation of a Remediation Action Plan and appropriate Validation. All remediation and validation works should be undertaken in accordance with the Remediation Action Plan, which is to be prepared for the intended land use, in accordance with the master plan, once rezoning has been approved.

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## 1.0 INTRODUCTION

### 1.1 General

DLA Environmental Services (DLA) was commissioned by Payce Consolidated Limited to prepare a Stage 1 Preliminary Site Assessment (Stage 1 PSI) for the property identified as lot 11 in DP1166540, 300 Manchester Road, Auburn, Sydney NSW 2000 (the Site). The Site is comprised of two main areas, the Southern (Smorgon) site and Northern (Fosters) site.

The proposed investigation program was designed to be suitable for due diligence purposes. The document is intended to be incorporated into a rezoning application for redevelopment purposes and is suitable for review by the NSW EPA, Department of Primary Industries (DPI) and the Auburn City Council. In particular, the document meets the requirements of State Environmental Planning Policy (SEPP) 55 – Remediation of Land (Environmental Planning & Assessment Act, 1979).

### 1.2 Objectives

The Site Assessment forms part of the requirements under SEPP 55 – *Remediation of Land* and the *Guidelines for Consultants Reporting on Contaminated Sites* (NSW EPA, 2011) to determine the end land-use suitability of the Site in the context of the proposed development. Should any potential adverse impacts to the environment or human health be identified, preliminary recommendations will be provided for additional assessment / remediation work to render the Site suitable for the proposed land use.

### 1.3 Scope of Works

The Investigation was conducted using the following methods:

- Search and review of records and Site plans available locally and from State Regulatory Authorities, including WorkCover, Department of Lands and NSW EPA;
- Review of available previous reports for the Site;
- Review of historical aerial photographs available from the Land Information Centre;
- Reviewing all environmental conditions of the Site;
- Providing a comprehensive overview of the Site’s past and current land uses and potential contamination issues;
- Provide a preliminary assessment of Site contamination;
- Discuss the Site condition and suitability based on the proposed development; and,
- Assess the need (if any) for remediation and/or further investigations.

## 1.4 Data Quality Objectives

The NEPM (NEPC, 2013) and Australian Standard (AS) 4482.1-2005 recommend that data quality objectives (DQOs) be implemented during the validation of remediated sites. The DQO process described in AS 4482.1-2005 *Guide to the Investigation and Sampling of Sites with Potentially Contaminated Soil Part 1: Non-Volatile and Semi-Volatile Compounds* outlines seven distinct steps to outline the project goals, decisions, constraints and an assessment of the project uncertainties and how to address these when they arise. The DQOs have been summarised in the table below:

**Table 7a – Summary of DQOs**

1	State the Problem	Investigations into the site need to determine if contamination has potential to be present from previous land use activities or off site sources that could present an unacceptable risk to human health or the environment and prevent the site being suitable for the intended land use.
2	Identify the Decisions	<ul style="list-style-type: none"> <li>- Does historical information indicate a potential for contamination to be present at the Site?</li> <li>- Do soils on the Site currently require any remedial action / risk management?</li> <li>- Have the previous land uses affected the environmental quality of the land?</li> <li>- Are there any identifiable risks to human health or the environment on Site?</li> </ul>
3	Identify Inputs to Decisions	<ul style="list-style-type: none"> <li>- Undertake appropriate searches of the site to determine any recorded history of detrimental effects on the site.</li> <li>- Identifying current and future potential receptors and the likelihood of exposure to unacceptable levels of contamination both on and off the Site.</li> </ul>
4	Define Study Boundaries	The physical study will focus on features within the confines of the Site's boundaries and the immediate surroundings.
5	Develop Decision Rule	Incorrect decisions are caused by using data that is not representative of site conditions because of sampling or analytical error. No sample analysis was conducted as part of the Phase I Desktop Study.
6	Specify Limits on Decision Errors	This investigation was limited to a desktop study and therefore no soil samples were taken. Any future soil samples should be taken with consideration of the DQOs.
7	Optimise Design for Obtaining Data	This investigation was limited to a desktop study and therefore no soil samples were taken. Any future soil samples should be taken with consideration of the DQOs.

## 1.5 Statutory Framework

The environmental planning statutes in New South Wales which most likely apply to this assessment are:

- *Contaminated Land Management Act 1997* (NSW);
- *Protection of the Environment Operations Act 1997* (NSW);
- *Dangerous Goods Act 1975* (NSW);
- *Ozone Protection Act 1989* (NSW);
- *Waste Minimisation and Management Act 1995* (NSW);
- *Environmental Planning and Assessment Act 1979* (NSW); and,
- *Local Government Act 1993* (NSW).

In addition, regulations and planning instruments made under these Acts may also apply. The *Protection of the Environment Operations Act 1997* (NSW) ('POEO Act') commenced operation on 1st July 1999 and has repealed the following Acts:

- *Clean Waters Act 1970* (NSW);
- *Clean Air Act 1961* (NSW);
- *Noise Control Act 1975* (NSW);
- *Environmental Offences and Penalties Act 1989* (NSW); and,
- *Pollution Control Act 1970* (NSW).

The Act also incorporates the major regulatory provisions of the *Waste Minimisation and Management Act 1995* (NSW). The repealed Acts are incorporated into the POEO Act. Thus, regulations made under the repealed Acts are now regulations under the POEO Act or until otherwise amended and licences issued under the repealed Acts are deemed to be licences under the POEO Act. The POEO Act provides a common licence to cover emissions to all environmental media. The Act lists certain "scheduled activities" which have to be licensed.

The *Contaminated Land Management Act 1997* (NSW) specifies the legal requirements for the registration, investigation and remediation of contaminated land, and for the registration and accreditation of site auditors. It repeals the requirements of the *Environmentally Hazardous Chemicals Act 1985* (NSW) in relation to audits and the accreditation of site auditors. The *Environmental Planning and Assessment Act 1979* (NSW) gives local authorities the power to regulate development within their areas of responsibility and to impose specific consent conditions, which cover environmental issues. In addition, the *Local Government Act 1993* (NSW) requires approval from Council for certain works/activities to be obtained.

## 2.0 SITE DESCRIPTION

### 2.1 Site Identification

The Site identification details are summarised in **Table 2a** below:

**Table 2a – Site Identification Summary**

ITEMS	DETAILS
<b>Site Name</b>	Bluescope Steel and Smorgon Steel Site
<b>Address</b>	300 Manchester Road, Auburn, Sydney NSW 2000
<b>Local Government Authority</b>	Auburn City Council
<b>Lot and Deposited Plan</b>	Lot 11 in DP 1166540
<b>Development Controls</b>	Auburn Local Environmental Plan 2010
<b>Site Zoning</b>	IN1 – General Industrial
<b>Current Use</b> (NEPM 2013 Table 1A(1))	Commercial / Industrial
<b>Proposed Use</b> (NEPM 2013 Table 1A(1))	Residential B – Minimal Access to Soils.
<b>Site Area</b> (approx.)	79,147m <sup>2</sup> (7.91ha)
<b>Locality Map</b>	Refer to <b>Figure 1</b> – Site Location

### 2.2 Boundaries and Surrounding Land Use

The boundary and surrounding landscape features of the Site are summarised in **Table 2b** below:

**Table 2b – Boundaries and Surrounding Land Use**

DIRECTION	DETAILS
<b>North</b>	Railway Bridge with Clyde Station beyond.
<b>East</b>	Train Dock with warehousing beyond.
<b>South</b>	Residential housing.
<b>West</b>	Duck River with New Glasgow Park beyond.

### **2.3 Site Geology and Soils**

Review of the Geological Survey map of NSW Sydney 1:100,000 Geological Series Sheet 9130 (Edition 1) indicates that the Site is located on Quaternary age silty to peaty quartz sand silt and clay on the western half of the site and Mesozoic Winamatta group black to dark grey shale and laminate.

Review of the eSPADE NSW Environment and Heritage NSW Soil and Land information website (<http://www.environment.nsw.gov.au/espadeWebApp/>) lists the soil landscape profile at the site as disturbed terrain. This landscape profile consists of former wetlands, estuaries and swamps which have been typically filled and levelled.

### **2.4 Site Topography**

Review of the eSPADE NSW environment and Heritage NSW Soil and Land Information website states that the topography of the Site is generally flat with the local relief of approximately <2m and occasionally up to 10m. The topography of the Site has been disturbed by human activity and is generally characterised as without slope.

### **2.5 Acid Sulphate Soils**

A search of the Acid Sulfate Soils Map – Sheet ASS\_002 (Auburn Local Environmental Plan 2010) indicated that the majority of the Site is located within a Class 4 affected area. In accordance with the Auburn Local Environmental Plan 2010, an Acid Sulfate Soil Management Plan will be required on development of the Site.

### **2.6 Salinity and Aggressivity of Soils**

The Auburn City Council State of the Environment Report (2010/2011) indicates that urban salinity is known in regions across Western Sydney. The salinity map developed by the Department of Planning in 2002 indicates a “Moderate Salinity Potential” within the confines and immediate surroundings of the Site.

### **2.7 Hydrology and Hydrogeology**

The nearest water body is Duck River approximately 100m west of the Site. Based on the regional topography and the location of the nearest surface waterbodies to the Site, it was considered that groundwater flow is likely to be towards the north-west.

JBS&G prepared a Remediation Action Plan (RAP) for the Site in a report titled: *Report and Remedial Action Plan – Bluescope Steel Ltd and Smorgon Steel Group, 300 Manchester Road, Auburn NSW* (JBS&G, 12 December 2013, ref: SG111910 RP01, Rev.8). This report stated that standing water levels (SWL) typically vary across the Site between 2m and 4m below ground level. The report also found that groundwater flow across the Site is variable, but generally appears to flow towards the Duck River, which is consistent with hydrological expectations for the area. Some areas of local flow are noted within the site.

A groundwater works database searches indicate that five groundwater monitoring wells are located within 1km of the Site. Limited information was made available within the groundwater report data, with details summarised in **Table 2c** below:

**Table 2c – Regional Groundwater Summary Data**

Well ID	Direction and distance from Site (m)	Purpose	Depth (m)	Standing Water Level (m)	Salinity ( $\mu\text{S}/\text{cm}$ )
<b>GW112800</b>	SE - 400m	Monitoring	No data	No data	No data
<b>GW112801</b>	SE - 500m	Monitoring	No data	No data	No data
<b>GW112802</b>	SE - 400m	Monitoring	No data	No data	No data
<b>GW112804</b>	SE – 600m	Monitoring	No data	No data	No data
<b>GW112805</b>	SE – 600m	Monitoring	No data	No data	No data

Refer to **Appendix A** – Groundwater Works Database Search.

## 3.0 DEVELOPMENT CONTROLS

### 3.1 Section 149 Certificate

A Planning Certificate obtained from Auburn City Council under Section 149 of the *Environmental Planning and Assessment Act 1979* (NSW) with the regard to the Site stated the following:

- Auburn Local Environmental Plan 2010 applies to the carrying out of development at the Site;
- Site is currently zoned as IN1 – General Industrial;
- Site does not include or comprise critical habitat and is not located in a Conservation Area;
- The land is not located within a heritage conservation area;
- The land is affected by relevant acid sulfate soil classes 1 to 5 (high to low probability of acid sulfate soils being present);
- The land is not affected by road widening or road realignment;
- The land is not proclaimed to be within a mine subsidence district;
- The land is not affected by flood controls under the Auburn Local Environmental Plan 2010;
- The land is not affected by the Auburn Local Environmental Plan 2010 Land Reservation Acquisition map;
- The land is not biodiversity certified land;
- The land is not located within an area that is bush fire prone; and
- The land is not affected by a property vegetation plan.

Refer to **Appendix B** – Section 149 Planning Certificate.

### 3.2 WorkCover Dangerous Goods Search

A search of WorkCover NSW records was not performed at the Site; however, the previously prepared RAP (JBS&G, 2013, ref: SG111910RP01 Rev8) indicated the following:

- A transformer and diesel above-ground storage tank (AST) was located on the south-eastern boundary of the Site;
- A 1,000L above ground waste oil tank was located in the southwest corner of the main warehouse at the south of the Site; and,
- The north-eastern boundary of the Site largely unsealed and is also the location of a former diesel AST.

### 3.3 Contaminated Land Record Search

A search was conducted of all records pertaining to Section 58 of the *Contaminated Land Management Act 1997* (NSW) and revealed that the Site and its surrounding areas are not encumbered by any notices from the NSW EPA with regard to contaminated land.



## 4.0 SITE HISTORY

### 4.1 Aerial Photograph Review

Aerial photographs (1951 to 2006) from the NSW Lands Department as well as aerial images available online (2007 to 2014) from Google Earth and Nearmap were reviewed by DLA with relevant observations being summarised in **Table 4a** below.

**Table 4a – Aerial Photograph Review**

YEAR	DETAILS
1951	Trees and grassland observed along Duck River. No large buildings present. Storage containers present east of the river. Parked trains just north-east of the storage containers. Industrial buildings west of the site.
1955	Little land clearing has occurred along the river and grassland has degraded. Industrial buildings west of the Site are undergoing development.
1961	New development towards the north-east of the Site, ongoing development west of the Site.
1965	Land alterations occurring south and west of the Site.
1970	Land clearing occurring on the Site and to the south.
1972	Minor land changes at the Site. Large industrial warehouse have been built south of the Site.
1975	Large industrial warehouse built at the north of the Site. Building development west of Site across from Duck River.
1976	Rail tracks to store trains built on the eastern side of the Site.
1978	Removal of container storage and warehousing to the west side of the Site across from Duck River. Small industrial building development south of the Site. East of Site a large warehouse has been built.
1982	Construction of a new warehouse across from Duck River west side of site premises. Completed construction of an industrial warehouse south of site premises.
1986	Ongoing construction of the warehouse on the opposite bank of Duck River to the Site.
2009	Building development along the northern side of the Site.
2012	Minimal development has occurred at the Site.
2014	Large new development of a train storage/maintenance warehouse along the eastern side of the Site.

Refer to Appendix D – Aerial Photographs.

#### 4.2 Historical Title Search

DLA has been provided with the following information regarding the historical occupation of the Site, as summarised in **Table 4b** below:

**Table 4b – Historical Title Search**

YEAR	SITE OWNER	LAND USE / OCCUPATION
17/8/1971	Steelmark Ltd	Metal Fabrication
20/11/1991	Metalstores Ltd	Metal Fabrication
18/01/2007	Janyon Pty Ltd	Leasing
10/10/2008	Smorgon Steel	Metal Fabrication
3/5/2013	BlueScope	Metal Fabrication

Refer to **Appendix C** – Historical Title Search.

#### 4.3 Site History Summary

The RAP (JBS&G, 12 December 2013, ref: SG111910 RP01, Rev.8) suggests the Site was located on the boundary of residual soils and disturbed soils. The disturbed soils were described as “areas of cleared vegetation, filled with soil or waste, and generally turfed.” This was considered consistent with the Site history which indicated that the Site was originally reclaimed prior to its use in association with the railway yards. The contract of sale that DLA has been provided suggests that from the date of 1971, the majority land use has been metal fabrication.

The aerial photography confirms that the Site has predominantly used in a commercial industrial setting since the 1970’s with the construction of large factories. Conditions on the surrounding Sites have changed; however, the area has remained predominantly a commercial / industrial setting related to the train facilities.

## 5.0 SUMMARY OF PREVIOUS INVESTIGATIONS

DLA was supplied with the report titled: *Report and Remedial Action Plan – Bluescope Steel Ltd and Smorgon Steel Group, 300 Manchester Road, Auburn NSW* (JBS&G, 12 December 2013, ref: SG111910 RP01, Rev.8). The RAP included a brief summary of previous soil and groundwater investigations that have been undertaken at the Site. The RAP listed the previous reports at the Site, titled:

- *Targeted Soil and Groundwater Assessment – 300 Manchester Road, Auburn, New South Wales* (Soil and Groundwater Consulting (S&G), 23 June 2011, ref: SG111910RP01 Rev0);
- *Additional Asbestos investigation Report – 300 Manchester Road, Auburn, New South Wales* (S&G, 13 July 2010, ref SG091772RP01 Rev03);
- *Remediation Environmental Management Plan – 300 Manchester Road (West), Auburn, New South Wales* (S&G, 1 May 2009, ref: SG091653RP02 Rev02); and,
- *Environmental Site Assessment – 300 Manchester Road, Auburn, New South Wales* (Environ, May 2008, ref: As120750).
- *Hazardous Buildings Materials Survey Report – Smorgon Steel and CUB/Fosters Sites, 1 Manchesters Road, Auburn NSW* (Heggies Pty Ltd, 5 May 2008, ref (10-6119/01/HMR); and,
- *Interim Environmental Management Plan for Bluescope Steel Ltd Auburn* (RCA Australia, 9 October 2008, ref: 6927-E1 202/0).

These reports should be referred to individually for the detailed information regarding the previous Site investigations. These reports were not available for review by DLA while undertaking this assessment.

According to the RAP, the most recent targeted investigations which supplemented the existing soil and groundwater assessment works (S&G, 2011, ref: SG111910RP01 Rev0) undertaken at the Site indicated the following regarding the environmental condition of the Site:

### 5.1 Soil Contamination

Soil contamination issues identified in the RAP include:

- Asbestos is present in surface soils at the Fosters site, in addition to the known presence in surface and subsurface soils at the Bluescope site;
- Heavy metals and Total Petroleum Hydrocarbons (TRH) concentrations in subsurface soils appear associated with extremely heterogeneous historical fill placed at the Site, and

inherent variability in the heavy metal, Polycyclic Aromatic Hydrocarbon (PAH) and TRH concentrations which have been reported in soils across the Site;

- Specifically, elevated concentrations (Environ, 2008) reported in previous investigation locations F12 and F34 were reported significantly lower during the S&G, 2011 sampling event and limited in vertical and lateral extent, although still exceed adopted investigation levels; and,
- No volatile constituents are present in surface soils, and leachability testing has demonstrated all analytes exceeding adopted investigation levels are relatively immobile.

Based on the recommendations of the RAP, Asbestos Containing Materials (ACM) as part of the buildings were removed and disposed off-site by contractors in 2012. Visual clearance inspections for the removal of the ACM were completed by JBS&G on the 15 July 2012 and 29 July 2012 and confirmed that the corrugated asbestos cement roofing, roof accessories and cladding had been removed and the accessible ground areas adjacent this portion of the building and floor were free from visible fragments of asbestos sheet debris.

## 5.2 Groundwater Contamination

Groundwater investigations have confirmed the presence of some elevated heavy metal concentrations. Assessment of these concentrations and neighbouring groundwater characteristics indicate these concentrations are likely to be associated with background levels and do not warrant further assessment.

The NSW EPA Site Auditor at the time, based on the additional review of neighboring groundwater, stated that the Site does not require any further groundwater heavy metals sampling and assessment. However, the Site Auditor recommended that groundwater hydrocarbon assessment around the possible on-site underground storage tank(s) (UST) may be needed upon assessment of this area in accordance with relevant guidelines and regulations.

## 5.3 Remediation Action Plan (JBS&G)

In December 2013, JBS&G were commissioned to complete a RAP as a requirement under the Share Sale Agreement between Bluescope Steel Limited (Bluescope) and Smorgon Steel Group Limited (Smorgon), based on the findings of previous reports. The implementation of this strategy was to ensure compliance with the Sales Contract and the land use definition of *Commercial / Industrial* of the NEPM (NEPC, 2013).

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The proposed steps for remediation primarily comprised capping and containment, in conjunction with the removal of surface and shallow potential asbestos contaminated soils within unsealed areas of the site, not designated as containment areas.

Refer to **Appendix E** – Remediation Action Plan (JBS&G, 2013).

If the Site were to be designated for redevelopment in the future, remediation would be required to render the land to a standard consistent with the development scenario. It is therefore envisioned that a site remedial strategy specific to the proposed mid-high density residential land use will need to be developed and implemented. The application of the former RAP (JBS&G, 12 December 2013, ref: SG111910 RP01, Rev.8) would therefore require reconsideration under the proposed land use change.

## 6.0 DISCUSSION

The historical summary confirms that the Site has been predominantly used in a commercial and industrial setting since the 1970's with the construction of large factories. It is understood that extremely heterogeneous historical fill has been placed at the Site during its history with inherent variability in the concentrations of heavy metals, TRH and PAH. The presence of asbestos at the Site has also been investigated in previous assessments and found that asbestos is present in surface soils at the Fosters site, in addition to surface and subsurface soils at the Bluescope site.

The results of previous investigations revealed that no volatile constituents are present in surface soils. The risk of exposure through vapour intrusion is therefore greatly mitigated. Leachability testing has demonstrated all analytes exceeding adopted investigation levels are relatively immobile. Exposure risks relating to the migration or transport of contaminants through the soil profile or the groundwater medium are expected to be reduced.

Three ASTs are located at the Site – south-eastern boundary, south-western corner of the main warehouse at the south of the Site and the north-eastern boundary of the Site. The Section 149 certificate and contaminated land record search did not identify that the Site is encumbered by notices or liabilities with regards to contamination. As the majority of the Site is located within a Class 4 affected area, an Acid Sulfate Soil Management Plan will be required on development of the Site in accordance with the Auburn Local Environmental Plan 2010.

Groundwater investigations have confirmed the presence of some elevated heavy metal concentrations. Assessment of these concentrations and neighbouring groundwater characteristics indicate these concentrations are likely to be associated with background levels and do not warrant further assessment. The Site Auditor recommended that groundwater hydrocarbon assessment around the possible on-site UST(s) may be needed upon assessment of this area in accordance with relevant guidelines and regulations.

Based on the supplied data from the previous environmental investigation works, DLA considers that remediation works are required in order to render the Site suitable for the proposed land use consistent with the definition of Residential B – *Residential with minimal opportunities for soil access* in the NEPM (NEPC, 2013).

## 7.0 CONCLUSION

The completion of this report concludes that the Stage 1 PSI objectives have been achieved in accordance with the requirements of the requirements under SEPP 55 – *Remediation of Land* and the *Guidelines for Consultants Reporting on Contaminated Sites* (NSW OEH, 2011).

The desktop investigation of current and historical records, as well as a review of the environmental setting of the Site, revealed that localised contamination from the Site’s historical activities does exist, primarily in the form of asbestos. DLA has provided preliminary recommendations to address this contamination and reduce any potential adverse impacts to the environment or human health to acceptable levels.

The Stage I PSI concludes that in its current condition, the Site can be made suitable for the future intended land use, consistent with the criteria outlined in the NEPM (NEPC, 2013) for *Residential B* land use criteria, following the implementation of a Remediation Action Plan and appropriate Validation. All remediation and validation works should be undertaken in accordance with the Remediation Action Plan, which is to be prepared for the intended land use, in accordance with the master plan, once rezoning has been approved.

## 8.0 REFERENCES

- *Targeted Soil and Groundwater Assessment – 300 Manchester Road, Auburn, New South Wales* dated 23 June 2011. Ref: SG111910RP01 Rev0. Soil and Groundwater Consulting (S&G);
- *Additional Asbestos investigation Report – 300 Manchester Road, Auburn, New South Wales* dated 13 July 2010. Ref SG091772RP01 Rev03. Soil and Ground water Consulting;
- *Remediation Environmental Management Plan – 300 Manchester Road (West), Auburn, New South Wales* dated 1 May 2009. Ref: SG091653RP02 Rev02. Soil And Groundwater Consulting;
- *Draft Remedial Action Plan – 300 Manchester Road, Auburn, New South Wales* dated 28 May 2009. Ref: SG091653 Rev05. Soil and Groundwater Consulting;
- *Environmental Site Assessment – 300 Manchester Road, Auburn, New South Wales* dated May 2008. Ref: As120750. Environ Australia Pty Ltd (Environ, 2008).
- *Hazardous Buildings Materials Survey Report – Smorgon Steel and CUB/Fosters sites, 1 Manchesters Road, Auburn NSW* dated 5 May 2008. Ref (10-6119/01/HMR. Heggies Pty Ltd.
- *Interim Environmental Management Plan for Bluescope Steel Ltd Auburn* dated 9 October 2008, (Ref: 6927-E1 202/0), RCA Australia.
- *Report & Remedial Action Plan – 300 Manchester Road, Auburn, NSW* (2013 Ref: SG111910 rev8).
- *Australian and New Zealand Guidelines for the Assessment and Management of Contaminated Sites* (ANZECC/NHMRC, 1992).
- *Guidelines for the Assessment of On-Site Containment of Contaminated Soil* (ANZECC, 1992).
- *Australian and New Zealand Guidelines for Fresh and Marine Water Quality* (ANZECC, 2000).
- Chapman, G A, Murphy, C L, Tille, P J, Atkinson, G and Morse, R J (1989), *Sydney Soil Landscapes Map, Series 9130*.
- *Contaminated Land Management Act 1997* (NSW).
- *Environmental Planning and Assessment Act 1979* (NSW).
- Geological Survey of NSW (1966), *Sydney Geological Series Sheet, S1 65-5*, 3rd Edition, NSW Department of Mines.
- *Technical Report No 3, Murray-Darling Basin Groundwater Quality Sampling Guidelines* (Groundwater Working Group, 1997).
- Langley, A and Imray, P (1996) – *Soil Investigation Levels for Human Health, National Environmental Health Forum Monograph Series No. 5*.
- *Local Government Act 1993* (NSW).
- *National Environment Protection (Assessment of Site Contamination) Measure (1999) Amended 2013, Schedule B1 – Guideline on the Investigation Levels for Soil and Groundwater* (NEPC, 2013).



- *Contaminated Sites: Guidelines for Consultants Reporting on Contaminated Sites* (NSW EPA, 2011).
- *Contaminated Sites: Sampling Design Guidelines* (NSW EPA, 1995).
- *Guidelines for the NSW Site Auditor Scheme* (NSW EPA, 2<sup>nd</sup> Edition, 2006).
- *Contaminated Sites: Guidelines for the Assessment and Management of Groundwater Contamination* (NSW DEC, 2007).
- *Waste Classification Guidelines* (NSW EPA, 2014).
- *Protection of the Environment Operations Act 1997* (NSW).
- *Contaminated Land Management Act 1997* (NSW).
- *Guide to the Investigation and Sampling of Sites with Potentially Contaminated Soil – Part 1: Non-Volatile and Semi-Volatile Compounds* (Standards Australia AS4482.1, 2<sup>nd</sup> Edition, 2005).
- *Guide to the Sampling and Investigation of Potentially Contaminated Soil – Part 2: Volatile Substances* (Standards Australia AS4482.2, 1999).
- *Waste Avoidance and Resource Recovery Act 2001* (NSW).
- *Code of Practice for the Safe Removal of Asbestos* (Worksafe Australia, 2005).
- *Safe Storage and Handling Information Cards for Hazardous Chemicals* (AS 2508).

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**FIGURE 1 – SITE LOCATION**

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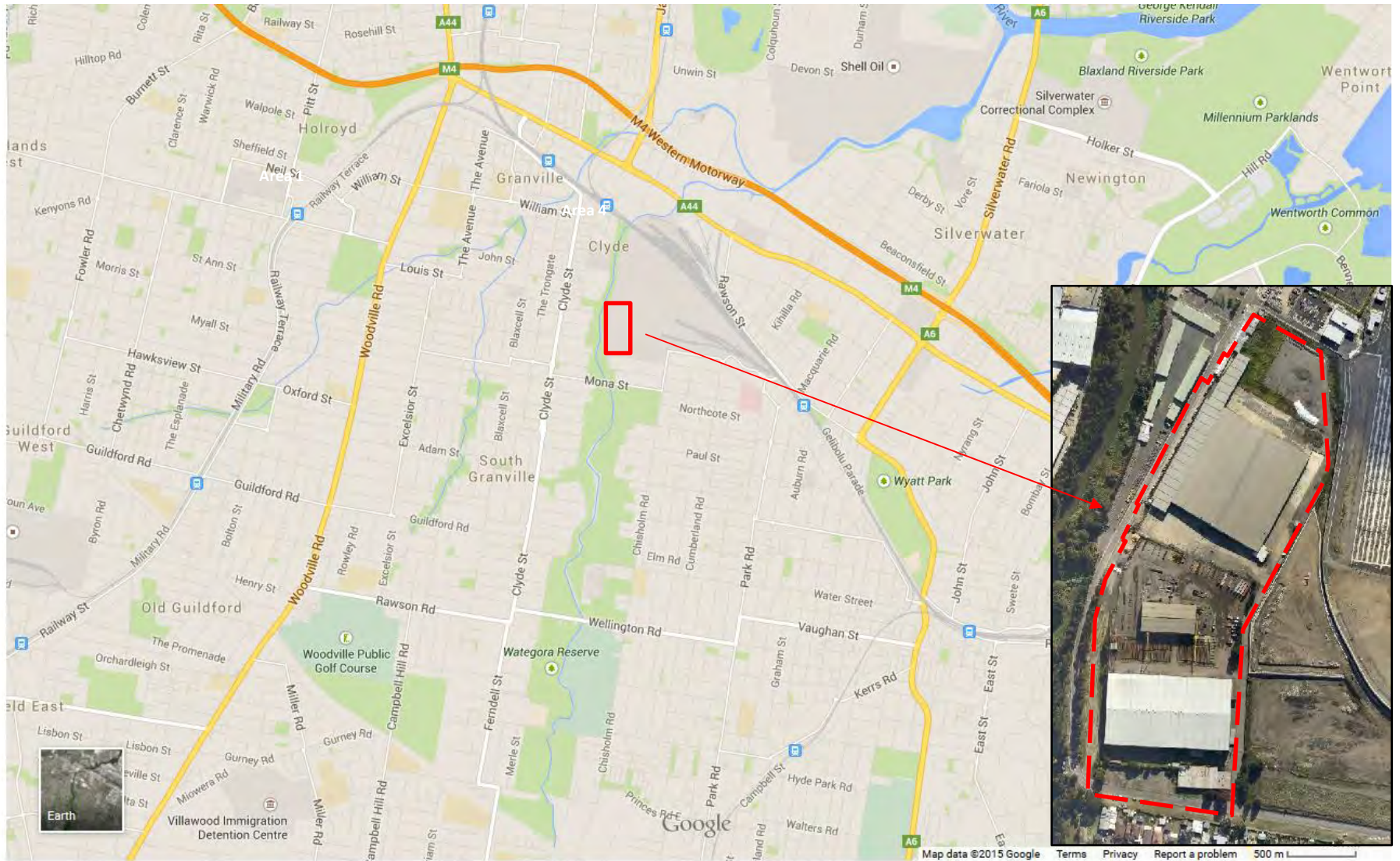


Image Modified From: Nearmap Air Photo 24.05.14

<b>Legend:</b>  Site Boundary	 <p>DLA environmental Unit 2b/30 Leighton Place Hornsby, NSW 2077</p>		<b>Title:</b> Site Location & Layout		
			<b>Client:</b> Payce	<b>Job No:</b> DL3392	<b>Figure No:</b> 1
	<b>Sydney Office</b> Phone (02) 9476 1765 Fax (02) 9476 1557	<b>Maitland Office</b> Phone (02) 4949 3800 Fax (02) 4949 3811	<b>Scale:</b> 		<b>Revision:</b> R0

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**APPENDIX A – GROUNDWATER WORKS DATABASE SEARCH**

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# NSW Office of Water

## Work Summary

GW112800

Licence: 10BL605158

Licence Status: ACTIVE

Authorised Purpose MONITORING BORE  
(s):  
Intended Purpose(s): MONITORING BORE

Work Type: Bore

Work Status: Equipped

Construct.Method:

Owner Type: Other Govt

Commenced Date:

Completion Date: 07/05/2012

Final Depth:

Drilled Depth:

Contractor Name: EPOCA ENVIRONMENTAL

Driller: Daniel Giles Fox

Assistant Driller:

Property: MAINTRAIN SITE UGL RAIL  
SERVICES 1 MANCHESTER  
ROAD AUBURN 2144 NSW

Standing Water  
Level:

GWMA:  
GW Zone:

Salinity:  
Yield:

### Site Details

Site Chosen By:

County  
Form A: CUMBE  
Licensed: Parish CUMBE.26  
Cadastre 3802//1168594

Region: 10 - Sydney South Coast

CMA Map:

River Basin: - Unknown

Grid Zone:

Area/District:

Scale:

Elevation: 0.00 m (A.H.D.)

Northing: 6253605.0

Latitude: 33°50'31.2"S

Elevation Unknown

Easting: 317070.0

Longitude: 151°01'22.5"E

Source:

GS Map: -

MGA Zone: 0

Coordinate Unknown  
Source:

### Construction

Negative depths indicate Above Ground Level; C-Cemented; SL-Slot Length; A-Aperture; GS-Grain Size; Q-Quantity; PL-Placement of Gravel Pack; PC-Pressure Cemented; S-Sump; CE-Centralisers

Hole	Pipe	Component	Type	From (m)	To (m)	Outside Diameter (mm)	Inside Diameter (mm)	Interval	Details

### Water Bearing Zones

From (m)	To (m)	Thickness (m)	WBZ Type	S.W.L. (m)	D.D.L. (m)	Yield (L/s)	Hole Depth (m)	Duration (hr)	Salinity (mg/L)

### Geologists Log

### Drillers Log

From (m)	To (m)	Thickness (m)	Drillers Description	Geological Material	Comments
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## Remarks

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

**\*\*\* End of GW112800 \*\*\***

Warning To Clients: This raw data has been supplied to the NSW Office of Water by drillers, licensees and other sources. The NOW 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.

# NSW Office of Water

## Work Summary

GW112801

Licence: 10BL605158

Licence Status: ACTIVE

Authorised Purpose MONITORING BORE  
(s):  
Intended Purpose(s): MONITORING BORE

Work Type: Bore

Work Status: Equipped

Construct.Method:

Owner Type: Other Govt

Commenced Date:

Completion Date: 10/05/2012

Final Depth:

Drilled Depth:

Contractor Name: EPOCA ENVIRONMENTAL

Driller: Daniel Giles Fox

Assistant Driller:

Property: MAINTRAIN SITE UGL RAIL  
SERVICES 1 MANCHESTER  
ROAD AUBURN 2144 NSW

Standing Water  
Level:

GWMA:  
GW Zone:

Salinity:  
Yield:

### Site Details

Site Chosen By:

County  
Form A: CUMBE  
Licensed: CUMBE  
Parish  
CUMBE.26  
Cadastre  
3802//1168594

Region: 10 - Sydney South Coast

CMA Map:

River Basin: - Unknown

Grid Zone:

Area/District:

Scale:

Elevation: 0.00 m (A.H.D.)

Northing: 6253328.0

Latitude: 33°50'40.1"S

Elevation Unknown

Easting: 316942.0

Longitude: 151°01'17.3"E

Source:

GS Map: -

MGA Zone: 0

Coordinate Unknown  
Source:

### Construction

Negative depths indicate Above Ground Level; C-Cemented; SL-Slot Length; A-Aperture; GS-Grain Size; Q-Quantity; PL-Placement of Gravel Pack; PC-Pressure Cemented; S-Sump; CE-Centralisers

Hole	Pipe	Component	Type	From (m)	To (m)	Outside Diameter (mm)	Inside Diameter (mm)	Interval	Details

### Water Bearing Zones

From (m)	To (m)	Thickness (m)	WBZ Type	S.W.L. (m)	D.D.L. (m)	Yield (L/s)	Hole Depth (m)	Duration (hr)	Salinity (mg/L)

### Geologists Log

### Drillers Log

From (m)	To (m)	Thickness (m)	Drillers Description	Geological Material	Comments
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## Remarks

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

**\*\*\* End of GW112801 \*\*\***

Warning To Clients: This raw data has been supplied to the NSW Office of Water by drillers, licensees and other sources. The NOW 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.



# NSW Office of Water

## Work Summary

GW112802

Licence: 10BL605158

Licence Status: ACTIVE

Authorised Purpose MONITORING BORE  
(s):  
Intended Purpose(s): MONITORING BORE

Work Type: Bore

Work Status: Equipped

Construct.Method:

Owner Type: Other Govt

Commenced Date:

Completion Date: 09/05/2012

Final Depth:

Drilled Depth:

Contractor Name: EPOCA ENVIRONMENTAL

Driller: Daniel Giles Fox

Assistant Driller:

Property: MAINTRAIN SITE UGL RAIL  
SERVICES 1 MANCHESTER  
ROAD AUBURN 2144 NSW

Standing Water  
Level:

GWMA:  
GW Zone:

Salinity:  
Yield:

### Site Details

Site Chosen By:

County  
Form A: CUMBE  
Licensed: CUMBE  
Parish  
CUMBE.26  
Cadastre  
3802//1168594

Region: 10 - Sydney South Coast

CMA Map:

River Basin: - Unknown

Grid Zone:

Area/District:

Scale:

Elevation: 0.00 m (A.H.D.)

Northing: 6253514.0

Latitude: 33°50'34.1"S

Elevation Unknown

Easting: 316958.0

Longitude: 151°01'18.1"E

Source:

GS Map: -

MGA Zone: 0

Coordinate Unknown  
Source:

### Construction

Negative depths indicate Above Ground Level; C-Cemented; SL-Slot Length; A-Aperture; GS-Grain Size; Q-Quantity; PL-Placement of Gravel Pack; PC-Pressure Cemented; S-Sump; CE-Centralisers

Hole	Pipe	Component	Type	From (m)	To (m)	Outside Diameter (mm)	Inside Diameter (mm)	Interval	Details

### Water Bearing Zones

From (m)	To (m)	Thickness (m)	WBZ Type	S.W.L. (m)	D.D.L. (m)	Yield (L/s)	Hole Depth (m)	Duration (hr)	Salinity (mg/L)

### Geologists Log

### Drillers Log

From (m)	To (m)	Thickness (m)	Drillers Description	Geological Material	Comments
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## Remarks

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

**\*\*\* End of GW112802 \*\*\***

Warning To Clients: This raw data has been supplied to the NSW Office of Water by drillers, licensees and other sources. The NOW 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.

# NSW Office of Water

## Work Summary

GW112804

Licence: 10BL605158

Licence Status: ACTIVE

Authorised Purpose MONITORING BORE  
(s):  
Intended Purpose(s): MONITORING BORE

Work Type: Bore

Work Status: Equipped

Construct.Method:

Owner Type: Other Govt

Commenced Date:

Completion Date: 10/05/2012

Final Depth:

Drilled Depth:

Contractor Name: EPOCA ENVIRONMENTAL

Driller: Daniel Giles Fox

Assistant Driller:

Property: MAINTRAIN SITE UGL RAIL  
SERVICES 1 MANCHESTER  
ROAD AUBURN 2144 NSW

Standing Water  
Level:

GWMA:  
GW Zone:

Salinity:  
Yield:

### Site Details

Site Chosen By:

County  
Form A: CUMBE  
Licensed: CUMBE  
Parish  
CUMBE.26  
Cadastre  
3802//1168594

Region: 10 - Sydney South Coast

CMA Map:

River Basin: - Unknown

Grid Zone:

Area/District:

Scale:

Elevation: 0.00 m (A.H.D.)

Northing: 6253365.0

Latitude: 33°50'39.1"S

Elevation Unknown

Easting: 317245.0

Longitude: 151°01'29.1"E

Source:

GS Map: -

MGA Zone: 0

Coordinate Unknown  
Source:

### Construction

Negative depths indicate Above Ground Level; C-Cemented; SL-Slot Length; A-Aperture; GS-Grain Size; Q-Quantity; PL-Placement of Gravel Pack; PC-Pressure Cemented; S-Sump; CE-Centralisers

Hole	Pipe	Component	Type	From (m)	To (m)	Outside Diameter (mm)	Inside Diameter (mm)	Interval	Details

### Water Bearing Zones

From (m)	To (m)	Thickness (m)	WBZ Type	S.W.L. (m)	D.D.L. (m)	Yield (L/s)	Hole Depth (m)	Duration (hr)	Salinity (mg/L)

### Geologists Log

### Drillers Log

From (m)	To (m)	Thickness (m)	Drillers Description	Geological Material	Comments
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## Remarks

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

**\*\*\* End of GW112804 \*\*\***

Warning To Clients: This raw data has been supplied to the NSW Office of Water by drillers, licensees and other sources. The NOW 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.

# NSW Office of Water

## Work Summary

GW112805

Licence: 10BL605158

Licence Status: ACTIVE

Authorised Purpose MONITORING BORE  
(s):  
Intended Purpose(s): MONITORING BORE

Work Type: Bore

Work Status: Equipped

Construct.Method:

Owner Type: Other Govt

Commenced Date:

Completion Date: 10/05/2012

Final Depth:

Drilled Depth:

Contractor Name: EPOCA ENVIRONMENTAL

Driller: Daniel Giles Fox

Assistant Driller:

Property: MAINTRAIN SITE UGL RAIL  
SERVICES 1 MANCHESTER  
ROAD AUBURN 2144 NSW

Standing Water  
Level:

GWMA:  
GW Zone:

Salinity:  
Yield:

### Site Details

Site Chosen By:

County  
Form A: CUMBE  
Licensed: CUMBE.26  
Parish  
CUMBE.26  
Cadastre  
3802//1168594

Region: 10 - Sydney South Coast

CMA Map:

River Basin: - Unknown

Grid Zone:

Area/District:

Scale:

Elevation: 0.00 m (A.H.D.)

Northing: 6253378.0

Latitude: 33°50'38.7"S

Elevation Unknown

Easting: 317245.0

Longitude: 151°01'29.2"E

Source:

GS Map: -

MGA Zone: 0

Coordinate Unknown  
Source:

### Construction

Negative depths indicate Above Ground Level; C-Cemented; SL-Slot Length; A-Aperture; GS-Grain Size; Q-Quantity; PL-Placement of Gravel Pack; PC-Pressure Cemented; S-Sump; CE-Centralisers

Hole	Pipe	Component	Type	From (m)	To (m)	Outside Diameter (mm)	Inside Diameter (mm)	Interval	Details

### Water Bearing Zones

From (m)	To (m)	Thickness (m)	WBZ Type	S.W.L. (m)	D.D.L. (m)	Yield (L/s)	Hole Depth (m)	Duration (hr)	Salinity (mg/L)

### Geologists Log

### Drillers Log

From (m)	To (m)	Thickness (m)	Drillers Description	Geological Material	Comments
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## Remarks

---

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

**\*\*\* End of GW112805 \*\*\***

Warning To Clients: This raw data has been supplied to the NSW Office of Water by drillers, licensees and other sources. The NOW 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.

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**APPENDIX B – SECTION 149 CERTIFICATE**

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**Annexure 2      Section 149(2) and (5) Certificate**

DRAFT



1 Susan Street, P.O. Box 118 Auburn, NSW Australia 1835

Telephone: 9735 1222 Facsimile: 9643 1120  
ABN 63 914 691 587

Maddocks (Sydney Office) via  
SAI Global Property  
PO Box A2151  
SYDNEY SOUTH NSW 1235

*In reply quote:*

*Contact Name:*

## PLANNING CERTIFICATE

Issued under Section 149(2) of the  
*Environmental Planning and Assessment Act, 1979*

Certificate No. 21076  
Receipt No. 839944  
Date. 22 May 2014  
Your Reference: 21379413.38300331

### Property Details

**Address:** Lot 11 Manchester Road, AUBURN

**Legal Description:** Lot 11 DP 1166540

**Owner(s) Name** (as recorded by Council):

Janyon Pty Limited  
C/- Greenway & Banks Realty Pty Limited  
1-7 Unwins Bridge Road  
ST PETERS NSW 2044

In accordance with the requirements of Section 149(2) of the *Environmental Planning and Assessment Act, 1979* (as amended), the following prescribed matters relate to the land at the date of this certificate.

Note: The information contained in Planning Certificates issued for a lot within Strata-Titled development relates to the land the development is situated on.

### 1. Names of Relevant Planning Instruments and DCPs

*The name of:*

- (a) *each environmental planning instrument that applies to the carrying out of development on the land.*
- (b) *each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).*
- (c) *each development control plan that applies to the carrying out of development on the land.*

*In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.*

1(a) Auburn Local Environmental Plan 2010.

Sydney Regional Environmental Plan

(Sydney Harbour Catchment) 2005.

- |  |   |
|--|---|
| State Environmental Planning Policy No. 4  | Development without Consent and Miscellaneous Exempt and Complying Development. |
| State Environmental Planning Policy No. 6  | Number of Storeys in a Building.  |
| State Environmental Planning Policy No. 19 | Bushland in Urban Areas.  |
| State Environmental Planning Policy No. 21 | Caravan Parks.  |
| State Environmental Planning Policy No. 22 | Shops and Commercial Premises.  |
| State Environmental Planning Policy No. 30 | Intensive Agriculture.  |
| State Environmental Planning Policy No. 32 | Urban Consolidation (Redevelopment of Urban Land).                              |
| State Environmental Planning Policy No. 33 | Hazardous and Offensive Development.  |
| State Environmental Planning Policy No. 50 | Canal Estate Development.   |
| State Environmental Planning Policy No. 55 | Remediation of Land.  |
| State Environmental Planning Policy No. 62 | Sustainable Aquaculture.  |
| State Environmental Planning Policy No. 64 | Advertising and Signage.  |
| State Environmental Planning Policy No. 65 | Design Quality of Residential Flat Development.                                 |
| State Environmental Planning Policy No. 70 | Affordable Housing (Revised Schemes).   |
| State Environmental Planning Policy        | (Affordable Rental Housing) 2009  |
| State Environmental Planning Policy        | Building Sustainability Index: BASIX 2004                                       |
| State Environmental Planning Policy        | (Major Development) 2005  |
| State Environmental Planning Policy        | (Exempt and Complying Development Codes) 2008                                   |
| State Environmental Planning Policy        | (Infrastructure) 2007   |
| State Environmental Planning Policy        | (Mining, Petroleum Production and Extractive Industries) 2007                   |
| State Environmental Planning Policy        | (State and Regional Development) 2011   |
| State Environmental Planning Policy        | (Temporary Structures) 2007   |
- 1(b) Draft State Environmental Planning Policy (Competition) 2010
- 1(c) Auburn Development Control Plan 2010.

---

## 2. Zoning and Land Use under relevant LEPS

*For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):*

- (a) *the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No. 2(a))",*
  - (b) *the purpose for which the plan or instrument provides that development may be carried out within the zone without the need for development consent,*
  - (c) *the purposes for which the plan or instrument provides that development may not be carried out within the zone except with development consent,*
  - (d) *the purposes for which the plan or instrument provides that development is prohibited within the zone,*
  - (e) *whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,*
  - (f) *whether the land includes or comprises critical habitat,*
  - (g) *whether the land is in a conservation area (however described),*
  - (h) *whether an item of environmental heritage (however described) is situated on the land.*
- (a) Zone IN1 - General Industrial (Auburn Local Environmental Plan 2010)

(b) Under the provisions of the Auburn Local Environmental Plan 2010, development for the purpose of the following may be carried out within the zone WITHOUT DEVELOPMENT CONSENT:

- the provisions specified under Part 2 Permitted or Prohibited Development of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out without development consent.
- the provisions specified under uses permitted without consent under the Land Use Table - Zone IN1 General Industrial of the Auburn Local Environmental Plan 2010.
- the provisions listed under exempt development which satisfies the criteria for exempt development relevant to the applicable zone under Part 3 Exempt and Complying Development of the Auburn Local Environmental Plan 2010.
- the provisions specified under Part 5 Miscellaneous Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out without development consent.
- the provisions specified under Part 6 Additional Local Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out without development consent.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for above when carrying out development without consent under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on Council's website at [www.auburn.nsw.gov.au](http://www.auburn.nsw.gov.au).

(c) Under the provisions of the Auburn Local Environmental Plan 2010, development for the purpose of the following may be carried out within the zone WITH DEVELOPMENT CONSENT:

- the provisions specified under Part 2 Permitted or Prohibited Development of the Auburn Local Environmental Plan 2010, there may be certain provisions which may be carried out with development consent.
- the provisions specified under objectives of the zone of the Land Use Table - Zone IN1 General Industrial of the Auburn Local Environmental Plan 2010, the consent authority may not grant development consent to the carrying out of development within the applicable zone unless the consent authority is of the opinion that the carrying out of the development is consistent with the objectives of the zone.
- the provisions listed under uses permitted with consent in the Land Use Table - Zone IN1 General Industrial of the Auburn Local Environmental Plan 2010.
- the provisions listed under complying development which satisfies the criteria for complying development relevant to the applicable zone under Part 3 Exempt and Complying Development of the Auburn Local Environmental Plan 2010.
- the provisions specified under Part 5 Miscellaneous Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out with development consent.

- the provisions specified under Part 6 Additional Local Provisions of the Auburn Local Environmental Plan 2010, there may be certain provisions carried out with development consent.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for above when carrying out development with consent under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on Council's website at [www.auburn.nsw.gov.au](http://www.auburn.nsw.gov.au).

- (d) Development for a purpose that is listed as being 'Prohibited' for the applicable zone is currently included under Part 2 Permitted or Prohibited Development and the Land Use Table of the Auburn Local Environmental Plan 2010.

NOTE: The certificate provides zoning information for the land that is the subject of this certificate only. The applicant must refer to the Auburn Local Environmental Plan 2010 and associated maps in order to determine detailed provisions for prohibited development under the applicable zone. The Auburn Local Environmental Plan 2010 written instrument and maps are available on Council's website at [www.auburn.nsw.gov.au](http://www.auburn.nsw.gov.au).

- (e) There are no development standards applying to this land that fix a minimum land dimension for the erection of a dwelling-house.
- (f) The land does not include or comprise critical habitat.
- (g) The land is not located within a heritage conservation area under the provisions of Auburn Local Environmental Plan 2010.
- (h) The land has been identified as containing an item of environmental heritage significance under the Auburn Local Environmental Plan 2010.

---

### 3. Complying Development

- (1) *The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*
- (2) *The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.*

#### General Housing Code

- (1) or (2) No complying development may be carried out on the land under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 as the land is, or there is on the land, a heritage item.

#### Rural Housing Code

- (1) or (2) The land is not affected by the Rural Housing code.

### **Housing Alterations Code**

- (1) or (2) No complying development may be carried out on the land under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 as the land is, or there is on the land, a heritage item.

### **General Development Code**

- (1) or (2) No complying development may be carried out on the land under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 as the land is, or there is on the land, a heritage item.

### **Commercial and Industrial (New Buildings and Additions) Code**

- (1) or (2) No complying development may be carried out on the land under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 as the land is, or there is on the land, a heritage item.

### **Subdivisions Code**

- (1) or (2) No complying development may be carried out on the land under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 as the land is, or there is on the land, a heritage item.

### **Demolition Code**

- (1) or (2) No complying development may be carried out on the land under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 as the land is, or there is on the land, a heritage item.
- (3) *If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*
- (3) Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land when a land based restriction applies to the land, but it may not apply to all of the land.

---

## **4. Coastal Protection**

*Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the council has been so notified by the Department of Services, Technology and Administration.*

Council has not been notified by the Department of Public Works that the land is affected by the operation of Section 38 or 39 of the Coastal Protection Act, 1979.

---

### **4a. Certain information relating to beaches and coasts**

- (1) *In relation to a coastal council—whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.*
- (2) *In relation to a Coastal Council:*

- (a) *whether the council has been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and*
- (b) *if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.*

(3) *(Repealed)*

4a The land is currently not affected by provisions included under this part.

**4b. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works**

*In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).*

**Note.** *“Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as sea walls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.*

4b The land is currently not affected by provisions included under this part.

---

**5. Mine Subsidence**

*Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.*

The land is not located in an area proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.

---

**6. Road Widening and Road Realignment**

*Whether or not the land is affected by any road widening or road realignment under:*

- (a) *Division 2 of Part 3 of the Roads Act, 1993, or*
  - (b) *Any Environmental Planning Instrument, or*
  - (c) *Any resolution of the Council.*
- (a) The land is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.
  - (b) The land is not affected by any road widening or road realignment under any Environmental Planning Instrument.
  - (c) The land is not affected by any road widening or road realignment under a Council resolution.

---

**7. Council and other public authority policies on Hazard Risk Restriction**

*Whether or not the land is affected by a policy:*

- (a) *adopted by the Council, or*
- (b) *adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council.*

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

(a) Land is affected by relevant acid sulphate soil classes 1 to 5 (high to low probability of acid sulphate soils being present) under Auburn Local Environmental Plan 2010. To determine the relevant acid sulphate soils class for the land, the applicant should refer to Council's Acid Sulphate Soils Map - Auburn Local Environmental Plan 2010 which is available on [www.auburn.nsw.gov.au](http://www.auburn.nsw.gov.au).  
The land is not affected by a flood control lot under the Auburn Local Environmental Plan 2010.

(b) Council has been notified by Parramatta City Council that the following Flood Management Studies have been carried out and adopted. They are:-

1. Duck River Flood Study Parramatta City Council – Final Flood Study Report (September 2006).
2. Lower Parramatta River Flood Plain Risk Management Study – Draft February 2003.

For more detailed information and enquiries regarding the above flood studies and affected areas please contact Council's Works and Services Department, Engineering Division.

Council has been notified that the Department of Planning has adopted the *New South Wales Coastal Planning Guideline: Adapting to Sea Level Rise (August 2010)*. The guideline can be viewed at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

The applicant should also refer to projected sea level rise low, medium and high scenario maps on [http://www.ozcoasts.org.au/climate/Map\\_images/Sydney/mapLevel2.jsp](http://www.ozcoasts.org.au/climate/Map_images/Sydney/mapLevel2.jsp) for further information.

#### **7a Flood related Development Controls Information**

(1) *Whether or not the development on that land or part of the land for the purposes of dwellings, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.*

If development on the land or part of the land for above purposes is affected by a flood control lot under Auburn Local Environmental Plan 2010, the applicant should refer to Council's Stormwater Drainage Part - Auburn Development Control Plan 2010 on Council's website [www.auburn.nsw.gov.au](http://www.auburn.nsw.gov.au).

(2) *Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.*

If development on the land or part of the land under Auburn Local Environmental Plan 2010 for any other purposes is subject to flood related development controls, the applicant should refer to Council's Stormwater Drainage Part of the Auburn Development Control Plan 2010 available on Council's website [www.auburn.nsw.gov.au](http://www.auburn.nsw.gov.au).

(3) *Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.*

Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

---

**8. Land Reserved for Acquisition**

*Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.*

The land is not affected by the Auburn Local Environmental Plan 2010 - Land Reservation Acquisition Map for the purposes of acquisition under the Act.

---

**9. Contributions Plans**

*The name of each Contributions Plan applying to the land:*

Auburn Development Contributions Plan 2007.

---

**9A. Biodiversity Certified Land**

*If the land is biodiversity certified land (within the meaning of Part 7A A of the Threatened Species Conservation Act 1995), a statement to that effect.*

The land is not biodiversity certified land within the meaning of the above Act.

---

**10. Biobanking Agreements**

*If the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director – General of the Department of Environment, Climate Change and Water).*

The land is not affected by a Bio-banking agreement under the Act.

---

**11. Bush Fire Prone Land**

*If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.*

The land is not located within an area that is bush fire prone as defined by the Environmental Planning and Assessment Act, 1979.

---

**12. Property Vegetation Plans**

*If the land is land to which a Property Vegetation Plan under the Native Vegetation Act, 2003 applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).*

The land is not affected by a Property Vegetation Plan under the *Native Vegetation Act, 2003*.

---

**13. Orders under the Trees (Disputes Between Neighbours) Act 2006**

*Whether an order has been made under the Trees (Disputes Between Neighbours) Act, 2006 to carry out work in relation to a tree on the land (but only if the Council has been notified of the order).*

The land is not affected by an order issued under the *Trees (Disputes between Neighbours) Act 2006*.



---

#### **14. Directions under Part 3A (Environmental Planning and Assessment Act 1979)**

*If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.*

There are no ministerial directions in force under section 75P (2) (c1) of the Environmental Planning and Assessment Act 1979.

---

#### **15. Site compatibility certificates and conditions for seniors housing**

*If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:*

- (a) *a statement of whether there is a current site compatibility certificate (seniors housing), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*
  - (i) *the period for which the certificate is current, and*
  - (ii) *that a copy may be obtained from the head office of the Department of Planning, and*
- (b) *a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.*

(a) & (b) The State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 does not apply to this land.

---

#### **16. Site Compatibility Certificates for Infrastructure**

*A statement of whether there is a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*

- (a) *the period for which the certificate is valid, and*
- (b) *that a copy may be obtained from the head office of the Department of Planning.*

(a) & (b) There is no site compatibility certificate issued under the State Environmental Planning Policy (Infrastructure 2007) in respect of the land.

---

#### **17. Site Compatibility Certificates and Conditions for Affordable Rental Housing**

- (1) *A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*
  - (a) *the period of which the certificate is current, and*
  - (b) *that a copy may be obtained from the head office of the Department of Planning.*
- (2) *A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.*

- (1) & (2) There is no current site compatibility certificate (affordable rental housing) of which council is aware or a statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that has been imposed as a condition of consent to a development application for the land.

---

#### 18. Paper Subdivision Information

- (1) *The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.*
- (2) *The date of any subdivision order that applies to the land.*
- (3) *Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.*

- (1), (2) & (3) The land is not affected by a proposed or adopted development plan by Council or a subdivision order.

---

#### 19. Site Verification Certificates

*A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:*

- (a) *the matter certified by the certificate, and*  
*Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.*
- (a) *the date on which the certificate ceases to be current (if any), and*
- (b) *that a copy may be obtained from the head office of the Department of Planning and Infrastructure.*

- (a), (b) & (c) There is no site verification certificate on the land.

---

#### Note:

*Section 59(2) of the Contaminated Lands Management Act 1997 prescribes the following matters that are to be specified in a Planning Certificate:*

- a) *That the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,*
- b) *That the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
- c) *That the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,*
- d) *That the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
- e) *That the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided any time to the local authority issuing the certificate.*

- (a) The land is not significantly contaminated land (or part of the land) within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.

- (b) The land is not subject to a management order within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.
- (c) The land is not the subject of an approved voluntary management proposal within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.
- (d) The land is not subject to an ongoing maintenance order within the meaning of the *Contaminated Lands Management Act 1997* at the date when the certificate is issued.
- (e) The land is not subject to a site audit statement within the meaning of the *Contaminated Lands Management Act 1997*.

---

**Note:**

Section 26 of the *Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009* provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the council is provided with a copy of the exemption or authorisation by the Coordinator General under that Act.

Not applicable.

---

**Section 149(5) Information**

In accordance with the requirements of Section 149(5) of the *Environmental Planning and Assessment Act, 1979* (as amended), the following additional information is provided about the land to which this certificate applies.

**Note:** In accordance with Section 149(6) of the *Environmental Planning and Assessment Act, 1979* (as amended), Council will not incur any liability for the following additional information, which is provided in good faith. The absence of any matter affecting the land does not imply that the land is not affected by any matter not referred to in this Certificate.

The NSW Scientific Committee, established by the Threatened Species Conservation Act, 1995 has made a Preliminary Determination to support a proposal to list the Cumberland Plain Woodland in the Sydney Basin Bioregion as a Critically Endangered Ecological Community on Part 2 of Schedule 1A of the Act and to omit reference to Cumberland Plain Woodland from Part 3 of Schedule 1 (Endangered Ecological Communities) of the Act.



**MARK BRISBY  
GENERAL MANAGER**

Per: Specialist Development  
Administration Officer

**Annexure 3 Sewer Connections Diagram and Sewer Mains Diagram**

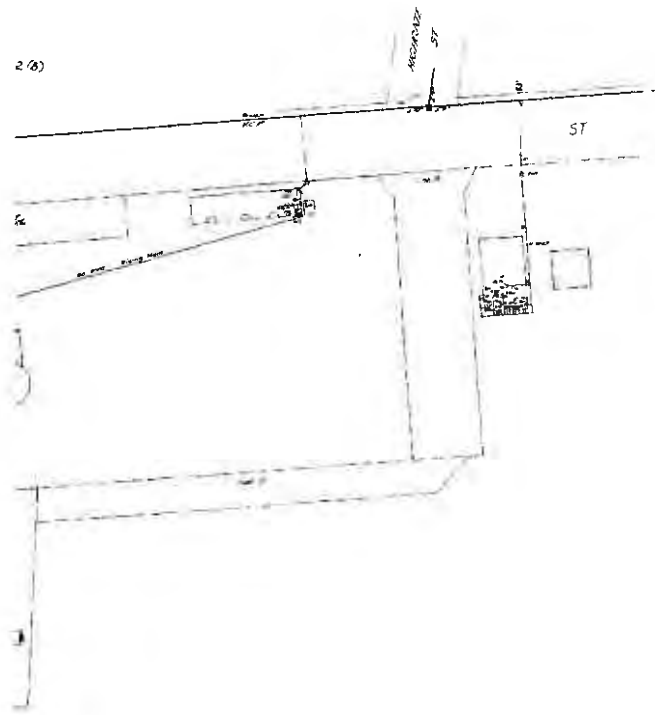
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Municipality of Alburquerque

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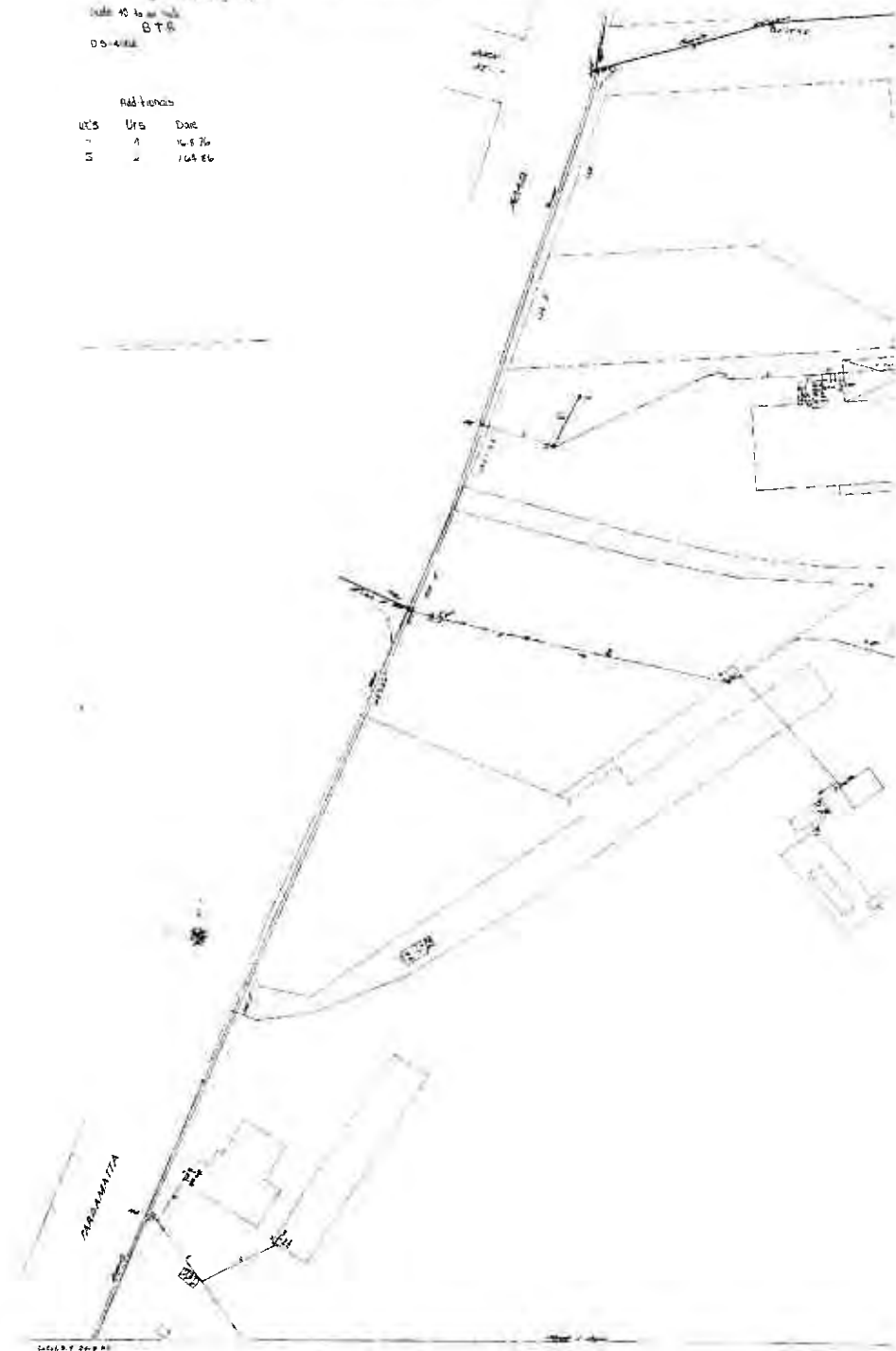
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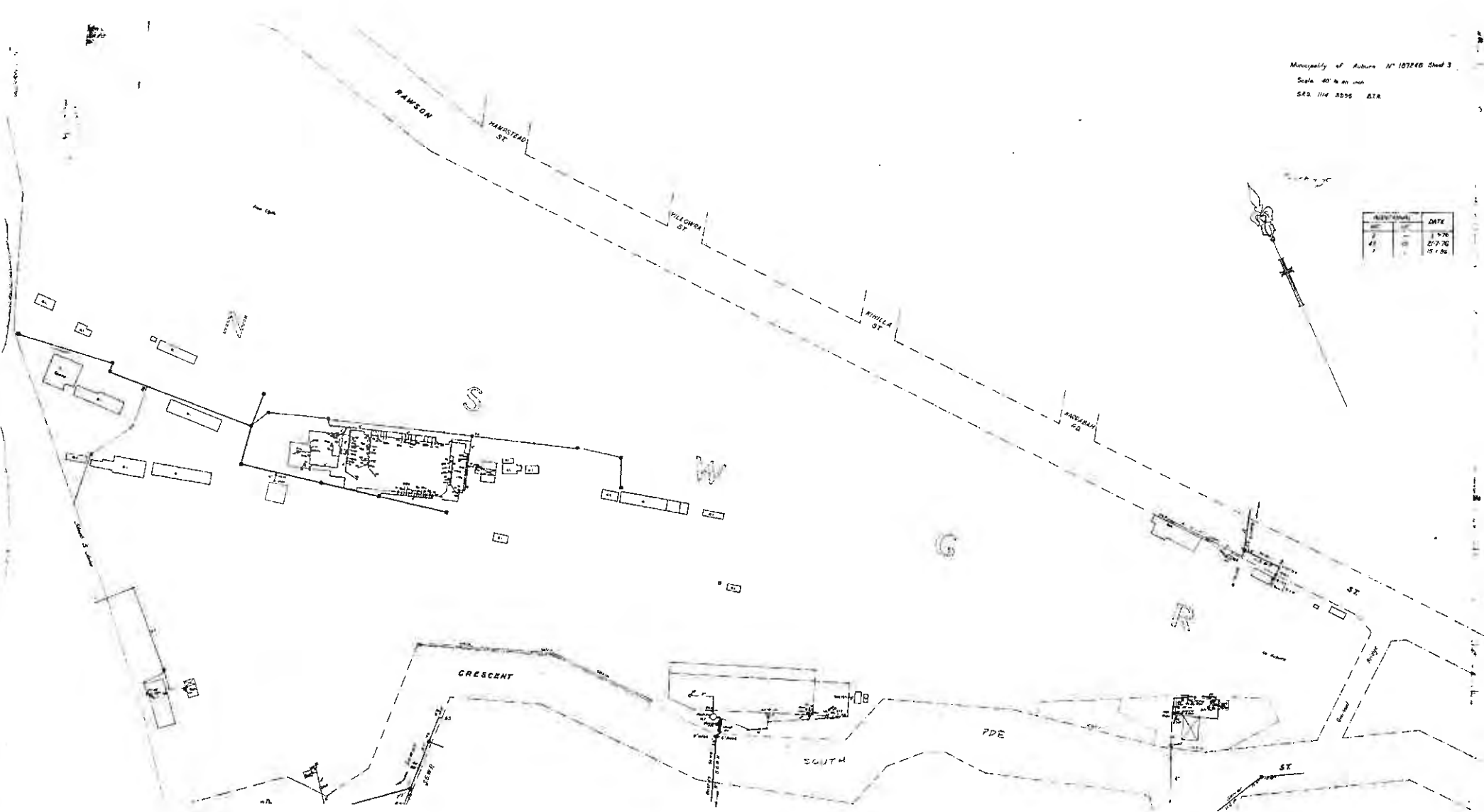
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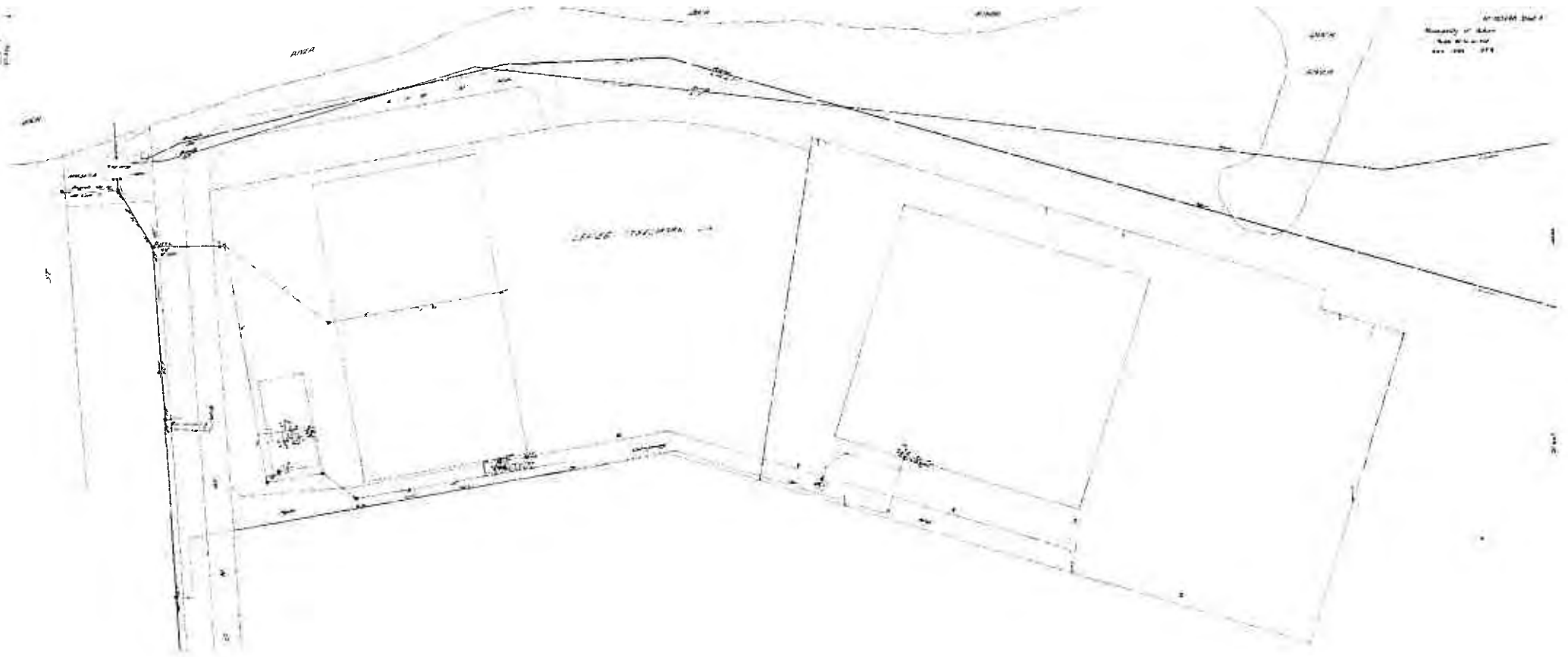


Municipality of Auburn N° 107280 Sheet 3  
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2	2-7-76
3	12-1-86



10/10/19



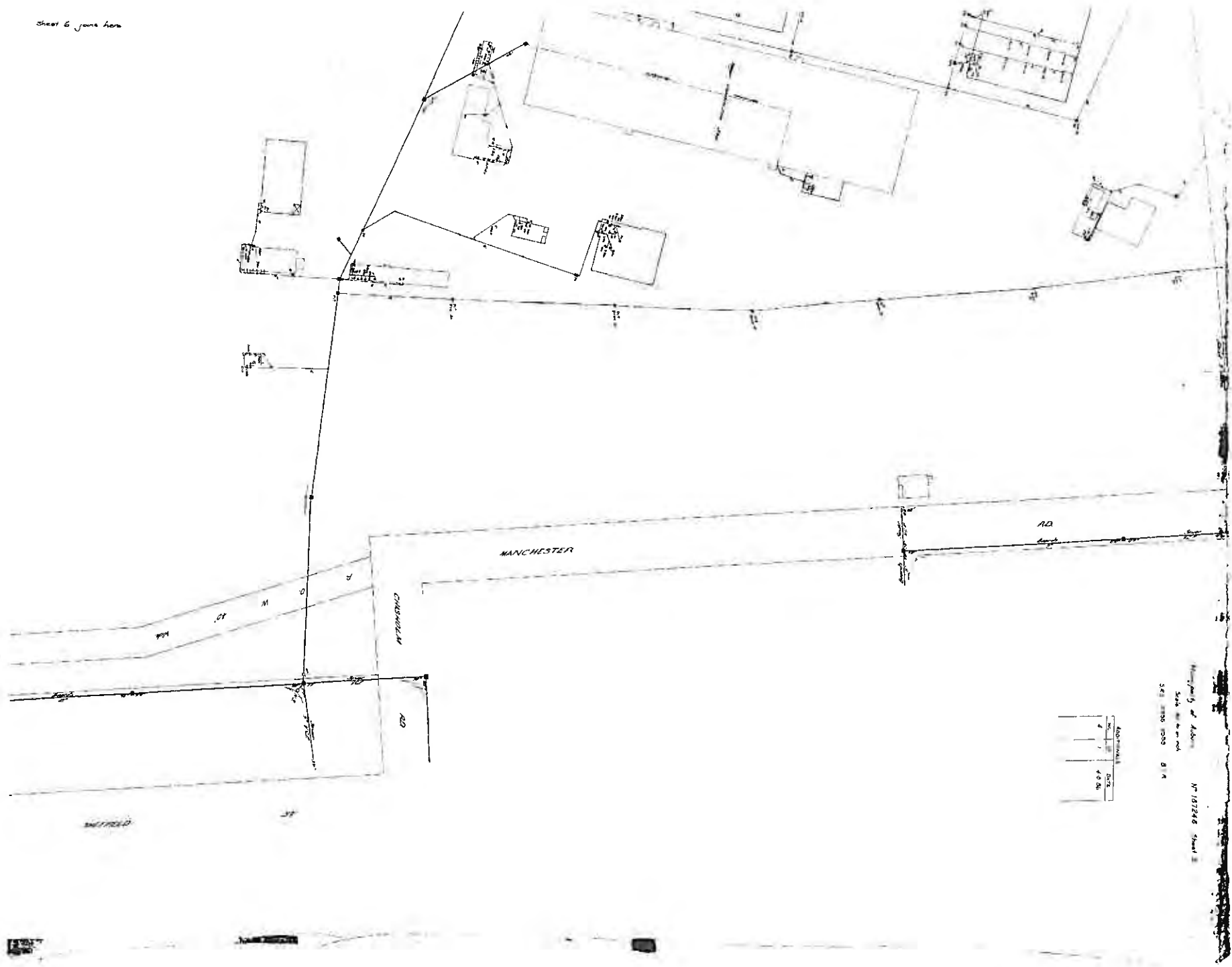
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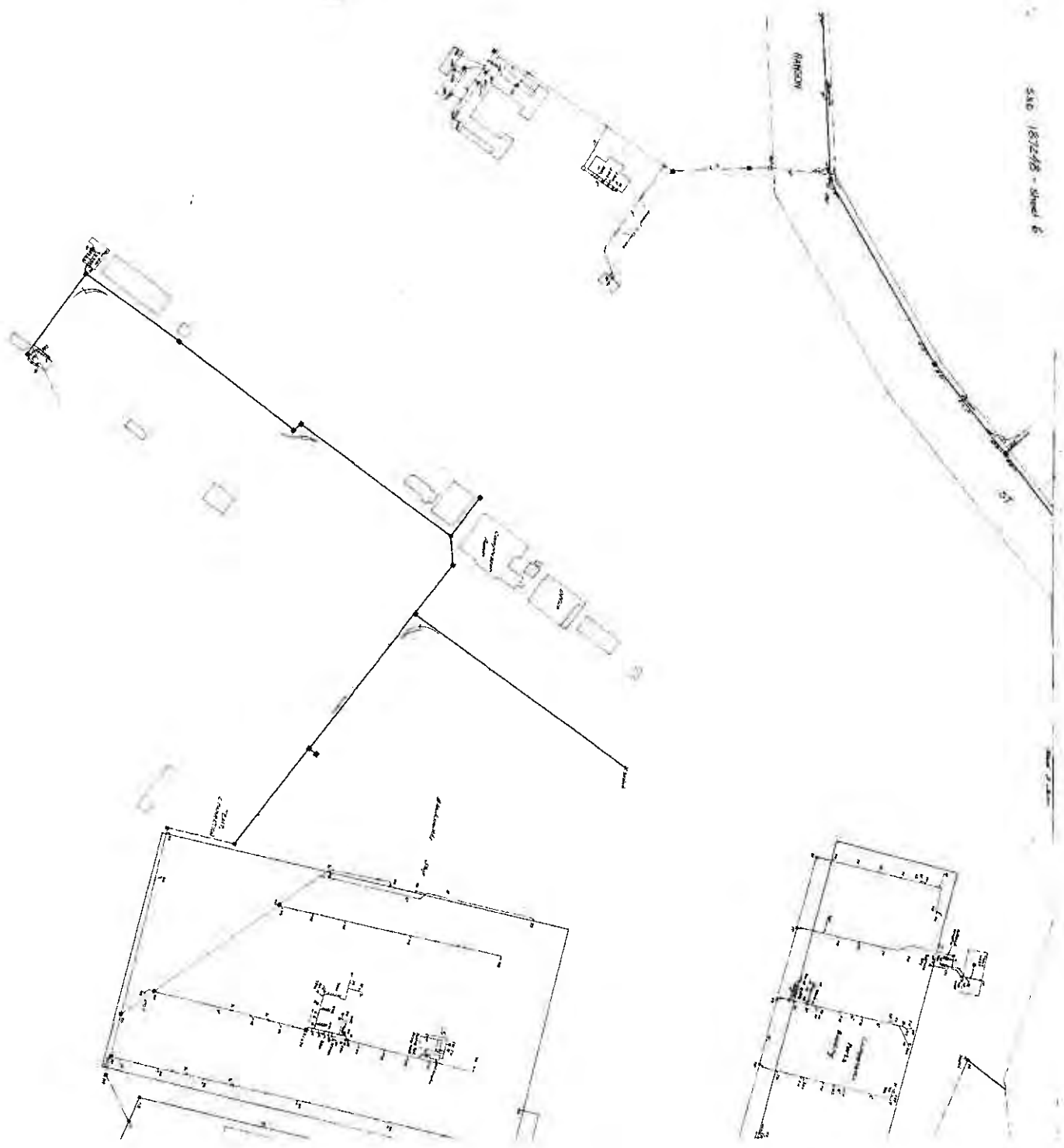
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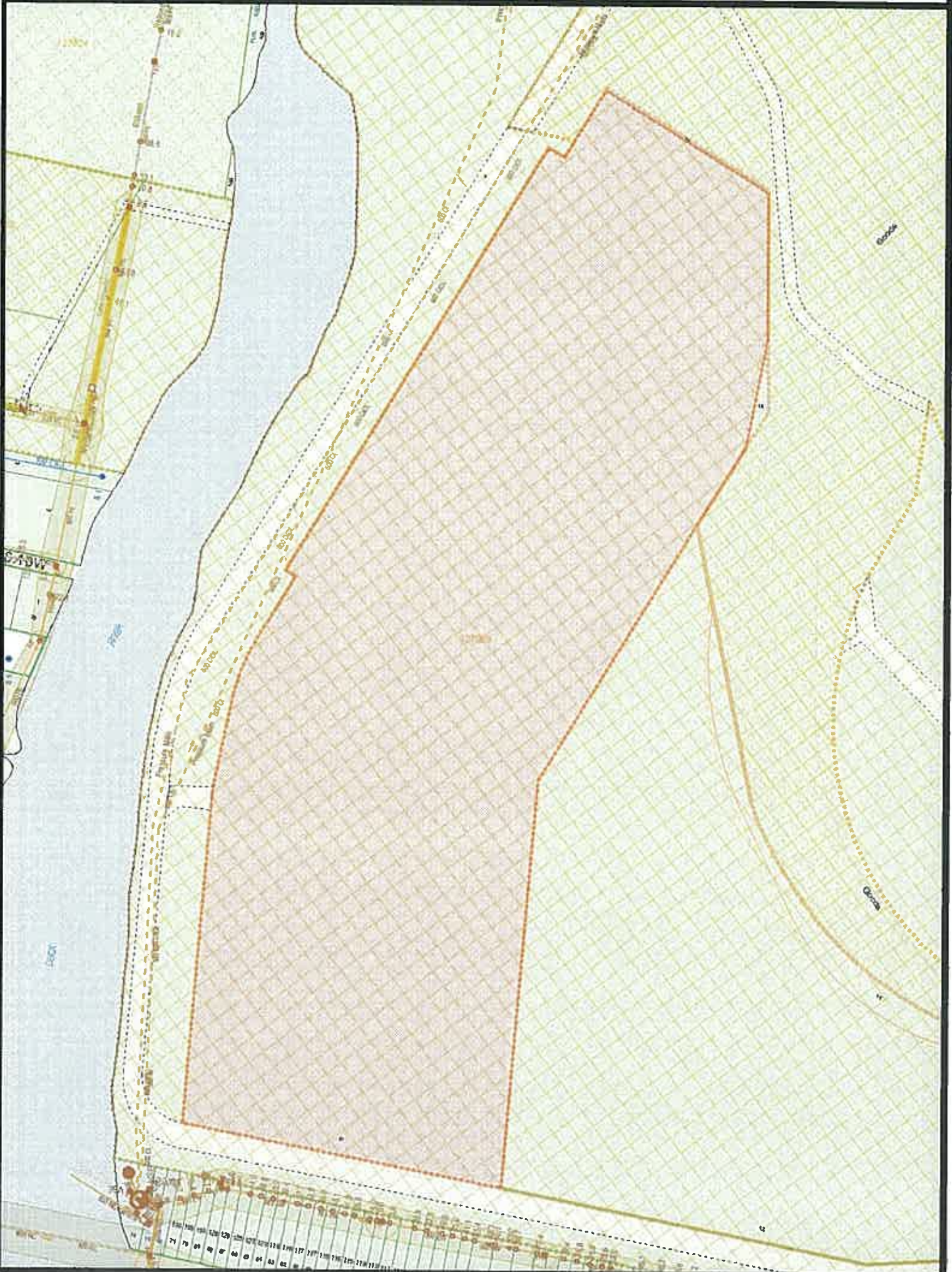
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SAC 187288 - Sheet 6



Sheet 5 June 1968



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only

**Annexure 5      Survey**

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TSS CAMDEN OFFICE

5/21 Elizabeth Street, Camden, 2570  
Contact: Michael Hatton 0409 150856  
Email: [mh@totalsurveying.com.au](mailto:mh@totalsurveying.com.au)  
Ph.(02) 46554035 Fax.(02) 46557094

TSS CREMORNE OFFICE

Suite 2, 322 Military Road, Cremorne NSW 2090  
Contact: Chris Donovan 0433429966  
Email: [cd@totalsurveying.com.au](mailto:cd@totalsurveying.com.au)  
Ph.(02) 46554035 Fax.(02) 46557094

Our Reference: 14356  
Date of Survey: 9th July, 2014

Attention: Mike Doyle  
(via email) [mike@greenwaybanks.com.au](mailto:mike@greenwaybanks.com.au)

**RE: IDENTIFICATION SURVEY OF LOT 11 DP 1166540**  
**PTY: LOT 11 MANCHESTER ROAD, AUBURN**

Dear Mike,

In accordance with your instructions, we have surveyed and measured the position of the buildings and structures in relation to the boundaries of Lot 11, in Deposited Plan 1166540 situated at Auburn, in the Local Government Area of Auburn, Parish of Liberty Plains, and County of Cumberland.

Upon the land and wholly within the boundaries are a concrete panelled and metal warehouse, a brick and metal warehouse, two metal sheds, a brick and metal shed and a brick office building. Some covered seating areas are also located close to but wholly within the boundaries as well.

Attached to the concrete panelled and metal warehouse is a canopy covering a loading area. This canopy encroaches over the boundary.

The positions of all these features along with the fences close to the boundaries are shown on the attached plan with offsets from the boundary in appropriate locations.

Apart from the fencing irregularities and the canopy shown on the plan, we find no other visible encroachments by or upon the subject land.

Some of the Piles on the Eastern Boundary of Lot 14 of DP 1166540 are encroaching up to 0.06m as per the Plan.

The title shows a notation for easements for right of access and a temporary construction zone labelled (X & Y) on the title diagram DP1166540. Along the northern boundary another notation for a 5m wide temporary construction zone easement is labelled (Z) on the title diagram DP1166540.

Should any additions or further improvement be erected near the subject boundaries after the date of this report then the boundaries will require further survey.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'P. Linton'.

**Paul Linton**



TSS CAMDEN OFFICE

5/21 Elizabeth Street, Camden, 2570

Contact: Michael Hatton 0409 150856

Email: [mh@totalsurveying.com.au](mailto:mh@totalsurveying.com.au)

Ph.(02) 46554035 Fax.(02) 46557094

TSS CREMORNE OFFICE

Suite 2, 322 Military Road, Cremorne NSW 2090

Contact: Chris Donovan 0433429966

Email: [cd@totalsurveying.com.au](mailto:cd@totalsurveying.com.au)

Ph.(02) 46554035 Fax.(02) 46557094

**TOTAL SURVEYING SOLUTIONS**

**Registered Land Surveyor under the Surveying and Spatial Information Act 2002**



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## APPENDIX C – HISTORICAL TITLE SEARCH

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH  
-----FOLIO: 11/1166540  
-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/5/2014	12:07 PM	1	2/7/2012

LAND  
-----LOT 11 IN DEPOSITED PLAN 1166540  
AT AUBURN  
LOCAL GOVERNMENT AREA AUBURN  
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1166540FIRST SCHEDULE  
-----

JANYON PTY. LIMITED

SECOND SCHEDULE (4 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 M607289 LEASE TO STEELMARK LIMITED TOGETHER WITH RIGHT OF CARRIAGEWAY 9.144 METRES & 12.192 METRES WIDE SHOWN IN DP549333. SEE BOOK 3038 NO 301. EXPIRES: 31/7/2020.  
OPTION OF RENEWAL: 25 YEARS.  
E175863 CHANGE OF NAME AFFECTING LEASE M607289 LESSEE NOW METALSTORES LIMITED  
AC878153 VARIATION OF LEASE M607289  
AE656665 TRANSFER OF LEASE M607289 LESSEE NOW SMORGEN STEEL DISTRIBUTION PTY LIMITED  
AH1008 VARIATION OF LEASE M607289
- 3 Z506319 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
- 4 BK 3857 NO 942 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PIECE OF LAND SHOWN AS RIGHT OF WAY 12.19 WIDE, 9.145 WIDE & VARIABLE IN THE TITLE DIAGRAM. SEE E939923

NOTATIONS  
-----AG619343 NOTE: EASEMENTS DESIGNATED (X), (Y) & (Z) SHOWN IN DP1166540 ACQUIRED FOR THE PURPOSES OF THE TRANSPORT CONSTRUCTION AUTHORITY GAZ. 4.11.2011 FOL. 6540-3  
UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

PRINTED ON 21/5/2014

\* 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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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 1 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants.

IT IS INTENDED TO ACQUIRE LOTS 13, 14 AND 15 FOR RAILWAY PURPOSES

IT IS INTENDED TO ACQUIRE

PROPOSED RIGHT OF ACCESS 2 WIDE, PROPOSED EASEMENT FOR TEMPORARY CONSTRUCTION ZONE 2 WIDE AND PROPOSED EASEMENT FOR TEMPORARY CONSTRUCTION ZONE 5 WIDE

FOR RAILWAY PURPOSES

If space is insufficient use PLAN FORM 6A annexure sheet

**Crown Lands NSW/Western Lands Office Approval**

..... in approving this plan certify  
 (Authorised Officer)  
 that all necessary approvals in regard to the allocation of the land shown herein have been given  
 Signature: .....  
 Date: .....  
 File Number: .....  
 Office: .....

**Subdivision Certificate**

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed....., set out herein  
 (insert 'subdivision' or 'new road')

\* Authorised Person/\*General Manager/\* Accredited Certifier

Consent Authority: .....  
 Date of Endorsement: .....  
 Accreditation no: .....  
 Subdivision Certificate no: .....  
 File no: .....

\* Strike through Inapplicable parts.

Office Use Only

**DP1166540**

Office Use Only

Registered:  06.10.2011

Title System: TORRENS

Purpose: ACQUISITION

**PLAN OF**

ACQUISITION OF PART OF LOTS 1 AND 2 DP 775808, PROPOSED RIGHT OF ACCESS 2 WIDE, PROPOSED EASEMENT FOR TEMPORARY CONSTRUCTION ZONE 2 WIDE AND PROPOSED EASEMENT FOR TEMPORARY CONSTRUCTION ZONE 5 WIDE

LGA: AUBURN

Locality: AUBURN

Parish: LIBERTY PLAINS

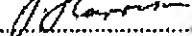
County: CUMBERLAND

**Survey Certificate**

I, PHILLIP GEORGE HARRISON  
 of PETER BOLAN & ASSOCIATES PTY LTD  
 44/104 BATHURST ST, SYDNEY

a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: 16<sup>TH</sup> AUGUST, 2011

The survey relates to LOTS 13, 14 & 15 AND CONNECTIONS (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated: 23/08/2011

Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: "X" - "Y"

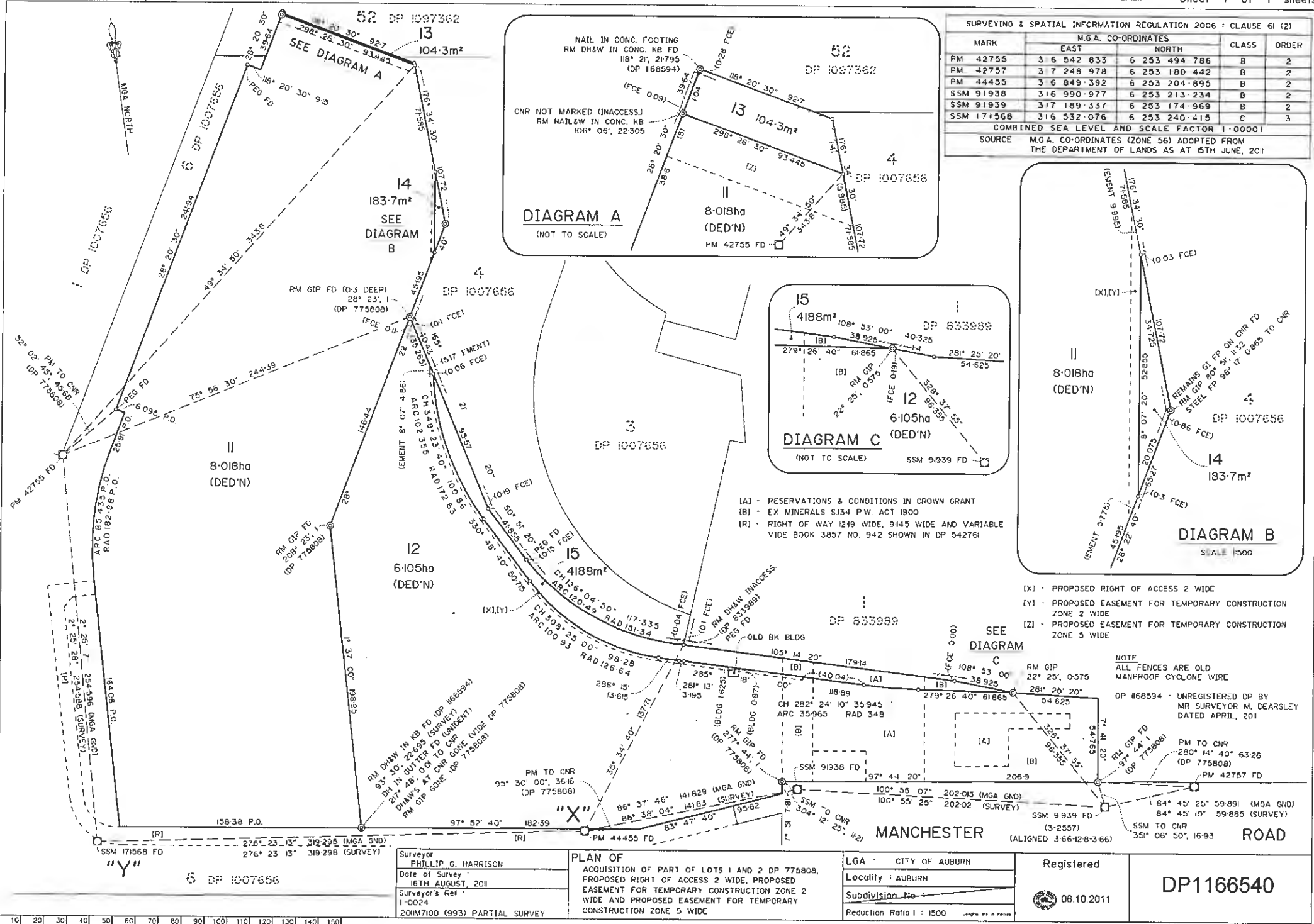
Type: Urban/Rural

**Plans used in the preparation of survey/compilation**

- DP 542761      DP 833989
- DP 775808      DP 1007656
- DP 806999      DP 1168594
- DP 827674

If insufficient space use Plan Form 6A annexure sheet

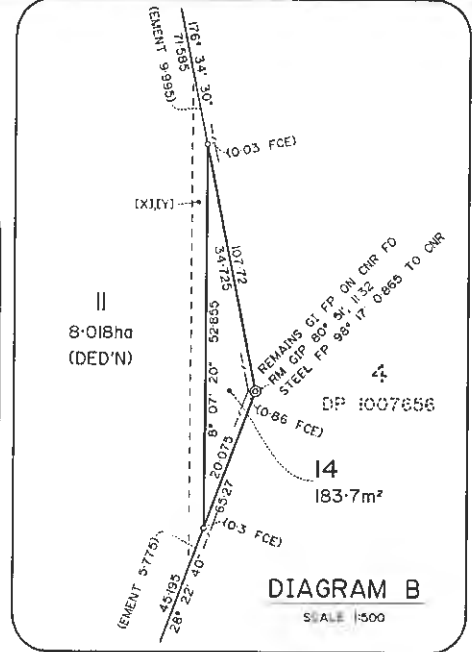
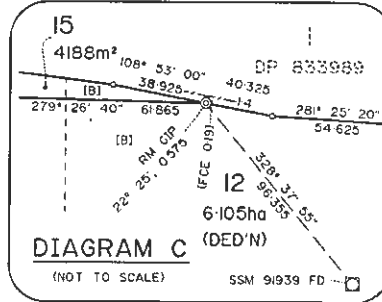
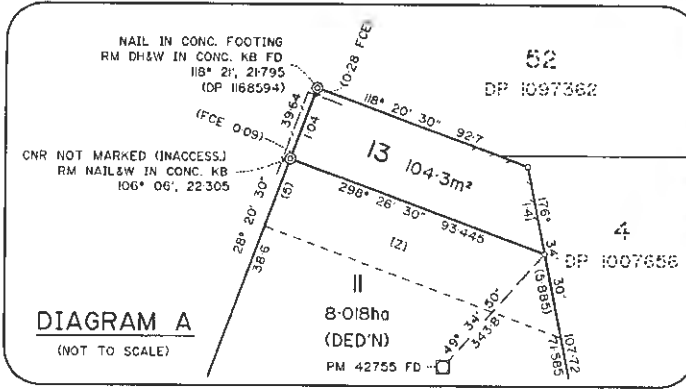
Surveyor's Ref: 11-0024, 2011M7100 (993) PARTIAL SURVEY



SURVEYING & SPATIAL INFORMATION REGULATION 2006 : CLAUSE 61 (2)

MARK	M.G.A. CO-ORDINATES		CLASS	ORDER
	EAST	NORTH		
PM 42755	3 6 542 833	6 253 494 786	B	2
PM 42757	3 7 248 978	6 253 180 442	B	2
PM 44455	3 6 849 392	6 253 204 895	B	2
SSM 91938	3 16 990 977	6 253 213 234	B	2
SSM 91939	3 17 189 337	6 253 174 969	B	2
SSM 171568	3 16 532 076	6 253 240 415	C	3

COMBINED SEA LEVEL AND SCALE FACTOR 1:00001  
SOURCE M.G.A. CO-ORDINATES (ZONE 56) ADOPTED FROM THE DEPARTMENT OF LANDS AS AT 15TH JUNE, 2011



- [A] - RESERVATIONS & CONDITIONS IN CROWN GRANT
- [B] - EX MINERALS S134 PW. ACT 1900
- [R] - RIGHT OF WAY 1219 WIDE, 9145 WIDE AND VARIABLE WIDE BOOK 3857 NO. 942 SHOWN IN DP 542761

- [X] - PROPOSED RIGHT OF ACCESS 2 WIDE
- [Y] - PROPOSED EASEMENT FOR TEMPORARY CONSTRUCTION ZONE 2 WIDE
- [Z] - PROPOSED EASEMENT FOR TEMPORARY CONSTRUCTION ZONE 5 WIDE

NOTE  
ALL FENCES ARE OLD  
MANPROOF CYCLONE WIRE

DP 1168594 - UNREGISTERED DP BY MR SURVEYOR M. DEARSLY DATED APRIL, 2011

Surveyor  
**PHILLIP G. HARRISON**  
Date of Survey  
**16TH AUGUST, 2011**  
Surveyor's Ref.  
**11-0024**  
2011M7100 (993) PARTIAL SURVEY

**PLAN OF ACQUISITION OF PART OF LOTS 1 AND 2 DP 775808, PROPOSED RIGHT OF ACCESS 2 WIDE, PROPOSED EASEMENT FOR TEMPORARY CONSTRUCTION ZONE 2 WIDE AND PROPOSED EASEMENT FOR TEMPORARY CONSTRUCTION ZONE 5 WIDE**

LGA CITY OF AUBURN  
Locality AUBURN  
Subdivision No.  
Reduction Ratio 1:1500

Registered  
06.10.2011

**DP1166540**

Reg:R4955598 /Doc:DP 1166540 P /Rev:06-Oct-2011 /Sta:SC.03 /Prt:23-May-2014 09:21 /Pgs:ALL /Seq:1 of 2  
Ref: /Src:U

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

M.6.0.7.2.8.9  
 NEW SOUTH WALES  
 MEMORANDUM OF LEASE

REAL PROPERTY ACT, 1900  
 [IN DUPLICATE]

1-8  
 5  
 524

THE COMMISSIONER FOR RAILWAYS a body corporate created under or by virtue of the Transport (Division of Functions) Act 1932 as amended (hereinafter called or included in the expression Lessor) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests as are notified by memorandum under-written or endorsed hereon Doth hereby with the approval of the Governor

lease unto

STEELMARK LIMITED a Company duly incorporated in the State of New South Wales and having its registered office at Cnr. Dacey Avenue and Dowling Street Waterloo

(hereinafter called or included in the expression Lessee )  
 All that piece of land mentioned in the schedule following (excepting thereout the services of the Lessor hereinafter referred to as)

County	Parish	Reference to Title			Description of land (if part only)
		Whole or part	Vol.	Fol.	
Cumberland	Liberty Plains	Part	4214	29	Being Lot 1 in Deposited Plan 542764 549333
Cumberland	Liberty Plains	Part	2106	195	Being Lot 3 in Deposited Plan 542764 549333
Also all that piece of land, under Common Law Title (for the purpose whereof this Memorandum of Lease is expressed to be a deed and is made in pursuance of the Conveyancing Act 1919) being Lot 2 in Deposited Plan 542764 which is part of the land contained in Conveyance Number 983 Book 936 and Lot 2 in Deposited Plan 542764 which is part of the land contained in Conveyance Number 500 Book 993 Conveyance Number 550 Book 945 and Conveyance Number 983 Book 936					
TOGETHER with a right of carriageway over the land indicated R.O.W. thirty (30) feet wide R.O.W. forty (40) feet wide on the said plan					

(hereinafter referred to as the demised premises which expression where the context so admits shall include any building structure fixture or improvement and all things thereto belonging which are at the commencement of or may during the term be erected placed or made by the Lessor or the Lessee on the said land and shall include any part thereof)

To be held by the Lessee as tenant for the term of fifty (50) years commencing on the First day of August One thousand nine hundred and seventy at the yearly rent of FORTY NINE THOUSAND TWO HUNDRED DOLLARS (\$49,200.00) PROVIDED that:

(1) After the expiration of the first five (5) years of the term if on any first day of August a sum calculated at the rate of eight per centum (8%) of the then current Unimproved Value (as determined pursuant to the Valuation of Land Act 1916 or any Act amending or in substitution for the same) of the freehold of the demised premises shall be greater than FORTY NINE THOUSAND TWO HUNDRED DOLLARS (\$49,200.00) then in the year commencing on such first day of August the rent shall be such greater sum calculated as aforesaid in lieu of FORTY NINE THOUSAND TWO HUNDRED DOLLARS (\$49,200.00)

(2) If at any time there shall be no Unimproved Value of the freehold of the demised premises determined as aforesaid and the Lessee shall not within one month after being requested in writing by the Lessor agree upon an amount as the Unimproved Value of the freehold of the demised premises then the determination of the said Unimproved Value shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1902

AND the Lessor for the purpose of determining the rent hereinbefore reserved may at any time but not more frequently than once in every three (3) years require a new valuation of the freehold of the demised premises to be determined or agreed upon as aforesaid and the cost of such new valuation shall without limiting in any way any other provision hereof be paid by the Lessee to the Lessor upon demand AND the yearly rent shall be payable quarterly in advance at the office of the Lessor's Chief Property Officer 19 York Street Sydney in the State aforesaid by equal quarterly payments on the First day of August November February and May in every year during the term the first of such payments having become due and payable on the First day of August one thousand nine hundred and seventy

PROVIDED that if the Lessor permits the Lessee to continue in occupation of the demised premises after the expiration of the said term the Lease shall continue as a tenancy from month to month only at a rent proportionate to the rent hereby reserved for the last year of the said term and subject to the following covenants conditions and restrictions hereof:-

1. THE covenants and powers implied in every lease of land by virtue of Sections 84 and 85 of the Conveyancing Act 1919 as amended are hereby negatived and the special covenants and powers hereinafter contained are expressly substituted therefor.

2. To the full effect of the covenants next hereinafter shortly noted as the same are set forth in words at length in the second column of Part 2 of the Fourth Schedule to the Conveyancing Act 1919 as amended except where any addition to exception from qualification of or omission from the same hereinafter appears namely:-

13 230 44 / 3

1. THAT the Lessee covenants with the Lessor to pay rent.
3. AND to pay taxes and all impositions and outgoings of whatsoever nature which are at any time during the term payable in respect of the demised premises or the user or occupation thereof or any service or supply thereto.
6. AND THAT the Lessor may at all reasonable times enter and view state of repair and that the Lessee will repair according to notice in writing and that in default the Lessor may repair at the Lessee's expense.
8. AND to insure from fire in the joint names of the Lessor and the Lessee.
9. AND to paint outside when required by and to the satisfaction of the Lessor.
10. AND to paint and paper inside when required by and to the satisfaction of the Lessor.
15. THAT the Lessee will not without consent use the demised premises otherwise than ~~as~~ for the distribution handling processing fabrication of and manufacture from steel and other materials and will so use the same in a lawful orderly and proper manner and in every respect to the satisfaction of the Lessor.
17. THAT the Lessee will not carry on any offensive trade.
21. THE Lessor except as in this Lease provided covenants with the Lessee for quiet enjoyment PROVIDED THAT the covenant implied hereby shall be varied by deleting therefrom the word "hereinbefore" and substituting the word "herein".
3. ANY moneys deposited by the Lessee with the Lessor on account of this Lease shall be held by the Lessor during the term hereof and during any tenancy or occupancy hereafter granted or permitted by the Lessor as a guarantee by the Lessee that he will perform and observe the covenants conditions and restrictions on his part herein contained or implied.
4. NOTWITHSTANDING Clause 2 (15) hereof the Lessor gives no warranty as to the use to which the demised premises may be put and the Lessee shall satisfy himself thereon and shall be deemed to have accepted this Lease with full knowledge of and subject to any prohibition or restriction on the use thereof under or in pursuance of the Local Government Act 1919 as amended or any other Act. Should the use referred to in Clause 2 (15) be permissible only with the consent of any authority under or in pursuance of the said Acts the Lessee shall obtain such consent.
5. THE Lessee shall within a period of six (6) months from the date of the commencement of the Lease and prior to the erection placing or making of any building structure fixture or improvement upon the demised premises submit for and secure the approval by the Lessor of proper plans specifications and drawings conforming with the requirements and bearing the approval of the local council and all competent authorities showing the location design lay-out access thereto and the materials of such building structure fixture or improvement and such plans specifications and drawings shall contain full details of such building structure fixture or improvement and full particulars of the foundations thereof and if required by the Lessor shall be accompanied by design calculations of such building structure fixture or improvement and of the foundations thereof. The Lessee shall prior to the preparation of such plans specifications and drawings ascertain from the Lessor the clearances that may be required from any railway track platform building structure pole signal electric wires or services on or adjacent to the demised premises.
6. AFTER the said plans specifications and drawings have been approved by the Lessor and within a period of two (2) years from the date of the commencement of the Lease or within such longer period as the Lessor shall specify in writing ~~the Lessee shall subject to the supervision and to the entire satisfaction of the Lessor erect place or make on the demised premises any such building structure fixture or improvement in all respects in accordance with the said plans specifications and drawings and any conditions of the approval thereof and in accordance with such other plans and specifications and drawings as shall be approved by and any conditions of the approval thereof as shall be required by the Lessor and in accordance with all relevant ordinances regulations and by-laws and the lawful requirements of the Lessor such Council and authorities and such building structure fixture or improvement shall be of such design and construction as the said Council and authorities shall deem applicable to the locality and the materials and workmanship used in the construction thereof shall be to the standard required by the Lessor.~~ the Lessee shall subject to the supervision and to the entire satisfaction of the Lessor erect place or make on the demised premises any such building structure fixture or improvement in all respects in accordance with the said plans specifications and drawings and any conditions of the approval thereof and in accordance with such other plans and specifications and drawings as shall be approved by and any conditions of the approval thereof as shall be required by the Lessor and in accordance with all relevant ordinances regulations and by-laws and the lawful requirements of the Lessor such Council and authorities and such building structure fixture or improvement shall be of such design and construction as the said Council and authorities shall deem applicable to the locality and the materials and workmanship used in the construction thereof shall be to the standard required by the Lessor.
7. THE Lessee shall not at any time alter add to remove replace or re-construct any building structure fixture or improvement at the commencement of the term hereof or thereafter erected placed or made upon the demised premises without the prior submission of plans specifications and drawings and the approvals provided for in Clause 5 hereof and then only within a time to be specified in writing by the Lessor and otherwise in accordance with the clauses of this Lease relating expressly or by implication to the erection placing or making of buildings structures fixtures or improvements upon the demised premises.
8. THE Lessee shall at all times during the term well and sufficiently and to the satisfaction of the Lessor clean repair maintain and keep the demised premises clean and in good and substantial repair when where and so often as need shall be
9. THE Lessee shall at the expiration or sooner determination of the term peaceably surrender and yield up unto the Lessor the demised premises so painted papered cleaned repaired maintained and kept as aforesaid.
10. THE Lessee shall comply with the terms of any present or future legislation affecting the demised premises and with any notices served upon the Lessor or the Lessee by the Board of Health, licensing, municipal or other competent authority involving the destruction of noxious weeds or animals or the carrying out of any repairs alterations or works (including works of a structural character) and in default of such compliance by the Lessee the Lessor may at all reasonable times during the term with workmen and others and all necessary materials and appliances enter upon the demised premises for the purposes of complying therewith and also except where otherwise expressly provided herein for the purpose of exercising the powers and authorities of the Lessor under this Lease: PROVIDED THAT such destruction repairs alterations and works shall be carried out by the Lessor without undue interference with the occupation and use of the demised premises by the Lessee AND PROVIDED FURTHER THAT the Lessee shall pay to the Lessor on demand any expense incurred by the Lessor in complying with any such legislation or notices.
11. THE Lessee shall not assign transfer demise sublet part with the possession of mortgage or charge the demised premises without the consent in writing of the Lessor or otherwise than on terms or conditions as to rental and otherwise previously approved by the Lessor in writing and will when applying for such consent or approval or for consent or approval pursuant to Clause 14 hereof furnish the Lessor with the particulars of the parties to, the premises the subject of, the term of, the rental and other consideration (if any) of whatsoever nature to be paid for and the other provisions of the proposed assignment, transfer, demise, sub-lease, mortgage charge or other agreement and shall within seven days after the execution thereof deliver to the Lessor an attested copy of the Deed or other instrument of such assignment, transfer, demise, sub-lease, mortgage, charge or agreement and of any plan or other instrument endorsed thereon or annexed thereto, AND the Lessor shall be entitled to require the payment by the Lessee of a reasonable sum in respect of any legal or other expenses incurred in relation to such consent or approval.
12. THE Lessee shall not assign or transfer this Lease without first procuring from the proposed assignee or transferee and delivering to the Lessor a Deed of Covenant duly executed under seal by the proposed assignee or transferee whereby the proposed assignee or transferee enters into a covenant with the Lessor binding the proposed assignee or transferee to pay the rent reserved and perform and observe the covenants conditions and restrictions contained in this Lease on the part of the Lessee to be paid performed and observed.
13. THE Lessee shall not sub-let or otherwise part with the possession of the demised premises without first obtaining from the proposed sub-lessee or person to whom possession is proposed to be given and delivering to the Lessor a Deed of Covenant duly executed under seal by the proposed sub-lessee or person to whom possession is proposed to be given whereby the proposed sub-lessee or person to whom possession is proposed to be given enters into a covenant with the Lessor binding the proposed sub-lessee or person to whom possession is proposed to be given to comply with Clause 16 of this Lease.
14. THE Lessee shall not license or otherwise permit any person to occupy or use the whole or any part of the demised premises without the written consent of the Lessor first had and obtained which consent the Lessor may refuse or withhold for any reason or without assigning any reason therefor and upon the granting of any such consent the Lessor may require any such person to execute any such deed or other document as the Lessor may think fit.

15. THE Lessee shall not use the demised premises as a depot garage repair shop or otherwise for or associated with or connected with any business of road haulage or carriage of goods of any kind whatsoever.

16. THE Lessee shall during the term hereby granted use the transportation systems under the control of the Lessor for the conveyance of goods and other traffic which the Lessee may have for conveyance to or from the demised premises to the full extent that such transportation systems are available for the conveyance thereof AND during the said term the Lessee shall not use any form of transportation for the conveyance of such goods and other traffic other than a transportation system under the control of the Lessor unless such lastmentioned system is not available for the conveyance of such goods and other traffic PROVIDED HOWEVER that nothing in this clause shall be deemed to oblige the Lessee to use the transportation systems under the control of the Lessor for the conveyance of such goods and other traffic wholly within the Metropolitan area (as defined in the Lessor's current Passenger Fares and Coaching Rates Book) or for a distance of not more than twenty-five (25) miles.

17. SHOULD any levelling or grading of the surface of the demised premises be found to be necessary the Lessee shall carry out such work under the supervision and to the satisfaction of the Lessor.

18. SHOULD any building structure fixture or improvement erected placed or made on the demised premises not occupy the whole of the demised premises so as to constitute in the opinion of the Lessor a substantial and effective fence on the boundaries of the demised premises or should no building structure fixture or improvement be erected placed or made thereon the Lessee shall under the supervision and to the satisfaction of the Lessor:—

(a) PROVIDE and maintain a fence enclosing the remaining part or the whole thereof (as the case may be) of a type approved by the Lessor making use of as far as it is available and wherever it is suitable and maintaining any railway boundary fence and gates therein at present standing on the demised premises PROVIDED HOWEVER that if the Lessee does not make use of such fence and gates he shall remove the same and stack the material thereof in a position to be indicated by the Lessor; and

(b) PROVIDE and maintain gates for access to the demised premises.

19. THE Lessee shall not erect place or make any building structure fixture or improvement over any existing water supply pipe lines or water supply facilities or any of the appurtenances thereto. No approval by the Lessor under Clause 5 hereof shall be construed as a waiver of the Lessee's obligation under this clause.

20. THE Lessee shall not without the written consent of the Lessor interfere with any existing drainage or water supply facilities or with any of the appurtenances thereto and the Lessee shall to the satisfaction of the Lessor keep in a clean clear and free flowing condition any drains which pass through the demised premises, and provide and maintain any additional drainage which in the opinion of the Lessor is requisite for the demised premises.

21. THE Lessee shall not without having first obtained the written consent of the Lessor place construct or erect on the demised premises or post paint or otherwise affix thereto any displays advertising hoardings posters signs devices or other advertising media.

22. THE Lessor reserves the right at all times with workmen and others and all necessary materials and appliances to enter upon the demised premises for the purpose of renewing maintaining altering removing or adding to any rail telegraph electrical water gas or other service of the Lessor (including any such service to any tenants or licensees of the Lessor) upon the demised premises or any such service which is now or should at any time be adjacent thereto PROVIDED THAT in the exercise thereof no undue interference with the occupation and use by the Lessee of the demised premises shall be caused.

23. THE Lessee shall not offer for sale from or within the demised premises any of the following lines:—  
to the public

(a) Newspapers, books, periodicals, postage and duty stamps;

(b) Tobacco, cigars, cigarettes, matches and smoker's requisites;

(c) Chocolates (in blocks and tabs only) packet confectionery, Aspros, A.P.C. powders, photographic films, razor blades, playing cards, stationery (including pens, pencils and erasers), toothpaste, tooth brushes, soap, combs and lottery tickets.

24. THE Lessee shall not install maintain or use on the demised premises any radio wireless or television receiving or transmitting apparatus except with the consent in writing of the Lessor first had and obtained and subject to the conditions in such consent contained.

25. THE Lessee shall not carry on nor engage in any business upon the demised premises in competition with the Lessor's Railway Trading and Catering Services.

26. THE Lessee shall not hold any auction sale upon the demised premises without the Lessor's consent in writing.

27. WITHOUT in any manner limiting any other provision herein contained should the Lessee fail to deliver up possession of the demised premises in accordance with any notice to quit or upon the expiry or determination of this Lease (except where the Lessee with the permission of the Lessor continues in occupation of the demised premises as hereinbefore provided) it shall be competent for the Lessor to demand and recover from the Lessee in addition to any rent sums or damages due or arising hereunder a sum for use and occupation calculated at the same rate as the rent herein mentioned up to and including the date when such possession is delivered up as aforesaid without any such notice to quit or other notice being waived or any proceedings to obtain possession being in any way prejudiced.

28. THE Lessee shall save harmless and keep indemnified the Lessor from and against all loss liability costs charges and expenses and all manner of actions suits proceedings controversies claims and demands of whatever nature or kind and howsoever sustained or occasioned which the Lessor may suffer or incur or to which the Lessor now is or may hereafter become subject or liable and which arise from or are in any way connected with or incidental to the occupation and use by the Lessee of the demised premises during the term or subsequently thereto or the proximity of the demised premises to the railway or the presence upon the demised premises or the leakage issue or flow therefrom or thereinto of rain flood or other water gas electricity fire or any harmful agent whatsoever AND the Lessee shall accept all responsibility in connection therewith PROVIDED that the Lessee shall not be liable to indemnify the Lessor under this clause in any case where the negligence of the Lessor his servants or agents is the sole cause of such loss liability costs charges expenses actions suits proceedings controversies claims and demands.

29. IN case the rent or any part thereof is in arrear for the space of fourteen (14) days (although no formal demand therefor has been made) or in case the Lessee shall make default in or neglect or fail to perform and observe any covenant condition or restriction on his part herein contained or implied and such default neglect or failure is continued for the space of fourteen (14) days or in case the repairs required by the notice referred to in the covenant implied by Clause 2 (6) hereof are not completed within the time therein specified or if the Lessee not being a corporation shall commit an act of bankruptcy or become bankrupt or insolvent or take the benefit of any Act of Parliament for the relief of insolvent debtors or make any assignment for the benefit of creditors or make any arrangements with creditors for the liquidation of debts by composition or otherwise or being a corporation shall commit make or suffer any act default or omission or there shall arise any circumstances in consequence whereof the Lessee may be or is wound up voluntarily or compulsorily (save for the purpose of reconstruction) or a Receiver or Receiver and Manager may be or is appointed in relation to the affairs of the Lessee any moneys which the Lessee has deposited with the Lessor as aforesaid shall be absolutely forfeited to the Lessor and the Lessor may re-enter upon the demised premises (or any part thereof in the name of the whole) without the necessity of giving any notice to quit or obtaining an ejection order (other than and subject to any notice or order which the Lessor may be required by law to give or obtain) and thereby determine the estate of the Lessee therein and deal with the demised premises on such terms and conditions as the Lessor may think fit without further reference to the Lessee and released from all and every claim by the Lessee for any act matter or thing done or omitted to be done by the Lessor under the powers rights and authorities hereby conferred or intended so to be and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of the covenants conditions and restrictions herein on the part of the Lessee to be observed or performed and the Lessee shall be

absolutely excluded for the whole of the balance of this Lease PROVIDED NEVERTHELESS that in any such event as aforesaid the Lease shall at the option of the Lessor (notice of the exercise of such option being given to the Lessee in writing) thereupon become a tenancy from week to week and be terminable by one week's notice to quit in writing.

30. (a) EVERY covenant condition and restriction expressed or implied in this Lease and on the part of the Lessee to be observed or performed shall except where herein otherwise expressly provided be observed or performed by the Lessee at his own expense.

(b) If the Lessee neglects or fails to comply with any notice served on him by the Lessor requiring the performance or observance within the time specified therein of any covenant condition or restriction on his part to be performed or observed the Lessor may without prejudice to any other right or remedy in respect of such neglect or failure make the same good at the expense of the Lessee.

31. WITHOUT in any manner limiting any other provision in this Lease in relation to the costs and expenses hereinafter mentioned:-

(a) The Lessee shall pay to the Lessor on demand all costs and expenses of the Lessor of any nature whatsoever in relation to the creation and determination of the Lease or of any dealing therewith or otherwise arising out of this Lease AND all costs and expenses in relation to the carrying out of surveys and the preparation of plans of the demised premises the supervision of work the provision of watchmen and flagmen where any work affecting the demised premises is in progress in the vicinity of railway property the relocation of any service of the Lessor in the opinion of the Lessor rendered necessary by the Lessee's use or proposed use of the demised premises or otherwise arising out of the performance of any work or the provision of any labour materials or any other matter or thing by the Lessor in pursuance of this Lease AND all the abovementioned costs and expenses shall be recoverable by the Lessor from the Lessee as a debt or liquidated demand.

(b) The Lessor may require the Lessee to prepay such amount as the Lessor may estimate to be the cost or expense of any thing the cost or expense of which the Lessee is required in accordance with this Lease to pay to the Lessor PROVIDED that if the actual cost or expense of such thing as certified by the Lessor shall be greater than the said estimated cost or expense the Lessee shall pay to the Lessor on demand the amount of the excess and if such actual cost or expense shall be less than the said estimated cost or expense the Lessor shall refund to the Lessee the amount of the difference.

32. ANY covenant by the Lessee that he shall not or shall not without consent do perform or carry out any act matter or thing shall be deemed to include a covenant by the Lessee that he shall not or shall not without consent cause or permit the doing performing carrying out or occurrence of such act matter or thing.

33. ANY notice to quit notice certificate or other writing required of the Lessor in pursuance of this Lease may be signed by the Secretary for Railways or the Lessor's Chief Property Officer or other authorised officer of the Lessor.

34. EVERY covenant condition or restriction expressed or implied in this Lease and on the part of the Lessee to be observed or performed shall where there is more than one Lessee bind the Lessees jointly and each of them severally.

35. IN this Lease words importing the masculine gender shall be read as including the feminine and neuter gender.

36. THE Lessor shall construct a Siding outside the demised premises (indicated edged green on the plan hereto annexed) between the points "D" and "E" indicated by red lines on the said plan and shall slew four (4) existing Sidings into the position indicated by red lines and marked "Relocated Sidings" on the said plan.

37. THE Lessor shall remove from the demised premises the balloon Siding indicated by yellow lines on the said plan.

38. THE Lessor shall at the cost of the Lessee remove from the demised premises all other Sidings on the demised premises at the commencement of the term.

39. THE Lessor shall at the cost of the Lessee remove from the demised premises the 33KV High Tension Transmission line indicated on the said plan and relocate the same clear of the demised premises.

40. (1) THE Lessee shall construct a Siding on the demised premises and the Lessor's land adjacent thereto in the position between the points "X" and "Y" indicated on the said plan in accordance with the requirements and to the satisfaction of the Lessor and the Lessee shall pay to the Lessor on demand all costs and expenses of the Lessor arising out of or incidental to the investigation and provision of the Siding and all works associated therewith.

(2) NOTWITHSTANDING the indication of the position of the Siding on the said plan the Lessor shall determine the actual position nature and extent of the Siding.

(3) THE conditions set out in the Schedule hereto shall also apply to the Siding.

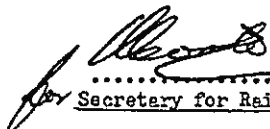
(4) UPON the final determination by the Lessor of the actual position nature and extent of the Siding the Lessee shall if required by the Lessor execute a separate Siding Agreement embodying the conditions contained or referred to in this clause which shall be prepared by the Lessor's Solicitor at the cost of the Lessee and executed by the Lessee within fourteen (14) days of the delivery thereof to him or his Solicitor.

(5) UNTIL the separate Siding Agreement (if so required by the Lessor) is executed by the Lessor and the Lessee the conditions contained or referred to in this clause shall apply to any Siding serving the demised premises constructed or to be constructed on the demised premises and the Lessor's land adjacent thereto.

41. THE Lessee shall provide all water sewerage and drainage for the demised premises in accordance with the requirements and to the satisfaction of the Lessor and all competent authorities.

For and on behalf of  
THE COMMISSIONER FOR RAILWAYS

For and on behalf of  
STEEFLMARK LIMITED

  
.....  
Secretary for Railways

  
.....  
Secretary

42. THE Lessee shall design and construct a heavy duty road on the carriageway between the points "A" and "B" indicated on the said plan in accordance with the requirements and to the satisfaction of the Lessor and the Lessor shall contribute FORTY THOUSAND DOLLARS (\$40,000.00) towards the costs and expenses of the Lessee in connection therewith. Should the Lessee desire to extend the said heavy duty road northward of the point "B" indicated on the said plan the Lessor will contribute to the costs and expenses of the Lessee in connection with the extension a sum which bears the same proportion to FORTY THOUSAND DOLLARS (\$40,000.00) as the distance of the extension bears to the length of the heavy duty road between the said points "A" and "B".

43. THE Lessee shall repair maintain and keep the heavy duty road and any extension thereof in good and substantial repair and condition and so often as need shall be and when the Lessee has established his costs and expenses in connection therewith to the satisfaction of the Lessor the Lessor shall contribute one half of such costs and expenses.


44. THE carriageway shall unless the context of any covenant condition or restriction of the Lease otherwise requires be deemed to be part of the demised premises for the purpose of imposing upon the Lessee and conferring upon the Lessor in relation to the carriageway any obligation imposed upon the Lessee and any right conferred upon the Lessor in relation to the demised premises by any covenant condition or restriction of the Lease modified as may be necessary to make the same applicable to the carriageway and the Lessee's right thereover.

45. THE Lessee shall within a period of two (2) years from the date of the commencement of the Lease perform its obligations as to the construction of a Siding on the demised premises and the Lessor's land adjacent thereto as provided in Clause 40 hereof the provision of all water sewerage and drainage for the demised premises as provided in Clause 41 hereof and the construction of the heavy duty road (but not the extension thereof) as provided in Clause 42 hereof (in this clause hereinafter referred to as "the facilities") and within that period shall have ready for use and be using the facilities and the buildings structures fixtures and improvements which the Lessee is obliged to erect place or make upon the demised premises in accordance with Clauses 5 and 6 hereof for the use specified in Clause 2(15)hereof.

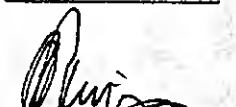
46. IF the Lessee shall desire to take a renewed Lease of the demised premises for a further term of twenty five (25) years from the expiration of the term of this Lease and of such desire shall prior to the expiration of the term of this Lease give to the Lessor three (3) months previous notice in writing and shall in the meantime duly and punctually pay the rent reserved by this Lease at the times herein appointed for payment thereof and shall duly perform and observe the covenants conditions and restrictions by and on the part of the Lessee contained or implied in this Lease up to the expiration of the term thereof the Lessor will at the cost of the Lessee demise to the Lessee the demised premises for a further term of twenty five (25) years at the yearly rent of a sum calculated at the rate of EIGHT PER CENTUM (8%) of the Unimproved Value of the freehold of the demised premises (as determined pursuant to the Valuation of Land Act 1916 or any Act amending or in substitution for the same) current on the First day of August in each year of the renewed term or the sum of FORTY NINE THOUSAND TWO HUNDRED DOLLARS (\$49,200.00) whichever sum be the greater and otherwise subject to the same covenants conditions and restrictions as are contained or implied in this Lease (with such modifications only as are necessary to make them applicable to the first renewal of the Lease) including a covenant for a second renewal of the Lease for a term of twenty four (24) years at the yearly rent of a sum calculated in the same manner as provided in the covenant for the first renewal of the Lease and otherwise subject to the same covenants conditions and restrictions as are contained or implied in the first renewal of the Lease (with such modifications only as are necessary to make them applicable to the second renewal of the Lease) except that the second renewal of the Lease shall contain no covenant for renewal.

47. WHEREAS the land comprised in Lots 2 and 4 Deposited Plan <sup>549333</sup>~~542764~~ as indicated in the above-mentioned Schedule was conveyed (with other land) by the Conveyances therein mentioned to the Chief Commissioner for Railways and Tramways for an estate in fee simple free from encumbrances and was acquired by the said Chief Commissioner for Railways and Tramways for railway purposes for the extension of the Marshalling Sidings between Auburn and Clyde NOW the Lessor doth hereby declare that the land comprised in the said Lots 2 and 4 is absolutely vested in him for an estate in fee simple by virtue of the Government Railways Act 1912 the Ministry of Transport Act 1932 and the Transport (Division of Functions) Act 1932.

For and on behalf of  
THE COMMISSIONER FOR RAILWAYS

  
.....  
Secretary for Railways

For and on behalf of  
STEELMARK LIMITED

  
.....  
Secretary



THE SCHEDULE REFERRED TO IN CLAUSE 40 OF THE LEASE

1. THE Lessee during the term of the Lease will use the Siding and may exercise the rights conferred upon him hereunder subject to the conditions hereinafter contained.

2. THE conditions hereinafter contained shall be construed as imposing upon the Lessee obligations additional to those imposed upon the Lessee by the Lease and conferring upon the Lessor rights additional to those conferred upon the Lessor by the Lease and such conditions shall not limit in any manner the obligations of the Lessee or the rights of the Lessor under the Lease except where such conditions expressly provide that the Lessor shall carry out any work at the cost of the Lessee.

3. THE expressions:-

(a) "the Siding" shall mean the Siding referred to in Clause 40 of the Lease and where the context so admits shall include any part thereof and any rails catches signals switches interlocking and other appliances and every other thing constructed or installed in connection with the Siding.

(b) "land vested in the Lessor" shall mean the Lessor's land outside the demised premises.

4. (a) IF it should at any time be necessary for the Siding to be altered added to extended or renewed either wholly or in part or if in consequence of the present site of that part of the Siding on land vested in the Lessor being required by him for other purposes it is necessary for that part of the Siding to be removed or transferred to another site the Lessor shall carry out the work of any such alteration addition to extension renewal removal or transfer at the cost of the Lessee and on the completion of any such alteration addition to extension renewal removal or transfer the Lessee shall pay to the Lessor such an amount as the Chief Civil Engineer or other approved officer of the Lessor (hereinafter referred to as "the Engineer") shall certify to be the cost thereof and before commencing any such work the Lessor may require the Lessee to give security for the due payment of the cost or at the option of the Lessor the Lessor may require the Lessee to carry out within a time to be specified by the Lessor any such work or any part thereof in accordance with the requirements and to the satisfaction of the Engineer and upon such requirement the Lessee will carry out any such work or any part thereof as aforesaid and on the completion thereof the Lessee shall use the Siding so altered added to extended renewed removed or transferred upon the conditions in this Schedule contained subject to any conditions agreed upon in writing by the Lessor with the Lessee at the time of such alteration addition to extension renewal removal or transfer.

(b) THE Lessee shall not at any time without the consent in writing of the Lessor alter add to extend renew remove or transfer the Siding to another site.

5. THE Lessee shall in the use and working of the Siding at all times comply with the provisions of the Government Railways Act 1912 and all by-laws and regulations thereunder and with all directions made or given by or on behalf of the Lessor.

6. (a) THE Lessor shall be entitled to use the whole of the Siding for any purpose whether connected with the business of the Lessee or not which may to the Lessor appear desirable but so as not unduly to interfere with or hamper the Lessee in the ordinary conduct of his business.

(b) THE Lessor reserves to himself the right where it appears to him to be expedient to grant licences for the joint use by others of the Siding upon such conditions as to user working and contribution towards any costs in relation to the Siding as to the Lessor may appear reasonable.

7. THE Lessee will not without the written consent of the Lessor previously had and obtained allow any person except on the Lessee's behalf to use the Siding and will not at any time assign or sublet or otherwise part with his interest in the Siding PROVIDED NEVERTHELESS that upon a sale or letting of any property owned by leased to or in the occupation of the Lessee served by the Siding the Lessee may make application to the Lessor for permission to surrender his interest in the Siding whereupon the Lessor will execute and deliver a new Siding Agreement to such new owner or Lessee upon such conditions as to the Lessor may appear expedient.

8. THE Lessor shall repair the Siding at the cost of the Lessee and on the completion of any such repair the Lessee shall pay to the Lessor such an amount as the Engineer shall certify to be the cost thereof and before commencing any such work the Lessor may require the Lessee to give security for the due payment of the cost or the Lessor may require the Lessee to carry out such repair or any part thereof within a time to be specified by the Lessor in accordance with the requirements and to the satisfaction of the Engineer and upon such requirement the Lessee shall carry out such repair or any part thereof as aforesaid

For and on behalf of  
THE COMMISSIONER FOR RAILWAYS

.....  
Secretary for Railways

For and on behalf of  
STEELMARK LIMITED

.....  
Secretary

9. THE Lessee shall keep the Siding and a space on each side thereof at least ten (10) feet from the centre line of the Siding clear of weeds grass growth and otherwise in a condition satisfactory to the Engineer.

10. THE Lessee shall indemnify and keep indemnified the Lessor from and against all loss damage injury inconvenience and expense suffered or incurred by him and from and against all manner of actions suits causes of action or suit claims and demands whatsoever which any person can shall or might have against the Lessor for on in respect of any loss damage injury inconvenience or expense whatsoever caused or brought about by or in any way connected with arising out of or incidental to the provision working of the Lessee's traffic on or the user of the Siding by or on behalf of the Lessee or for or by reason of any matter or thing in any wise relating thereto PROVIDED THAT this indemnity shall not be deemed to cover any loss damage injury inconvenience or expense arising solely from negligence on the part of the Lessor his servants or agents AND in the event of dispute arising between the parties hereto as to whether any loss damage injury inconvenience or expense has occurred as aforesaid or as to the extent thereof then the same shall be settled in pursuance of the Arbitration Act 1902 of the State of New South Wales.

11. IF the Siding at any time crosses any public road or public place on the level or if at any time a public road be taken across the Siding on the level the Lessee shall be responsible for the erection maintenance repair and renewal from time to time of such warning signs or notices as may be specified by the Lessor or any public body or authority.

12. THE Lessee shall pay any shunting or other charges from time to time chargeable by the Lessor in respect of the working of the Siding AND (subject to any conditions imposing liability on others pursuant to Clause 6(b) of the conditions in this Schedule) the Lessee shall pay all rates and taxes (if any) which may at any time during the continuance of his interest in the Siding become payable in respect of land vested in the Lessor occupied by the Siding.

13. DELIVERY of goods consigned to the Lessee or of trucks supplied at his request will be complete when such goods or trucks are placed by the Lessor on any part of the Siding.

14. THE Lessee will in the event of any truck or other vehicle being damaged or becoming derailed whilst on the Siding and under his control or under the control of any person or persons authorised by him to use the Siding forthwith notify the Station Master or other officer in charge of the railway station at Clyde and confirm such notification in writing.

15. THE Lessee will not construct erect or suffer or permit to be constructed or erected any road building or structure or any poles wires or pipes of any kind over under or abutting upon or contiguous to the Siding except in accordance with plans elevations sections and specifications approved of and signed on behalf of the Lessor.


16. NOTWITHSTANDING anything hereinbefore contained if the Lessee shall fail to proceed with and complete within the time specified by the Lessor any work to be carried out by the Lessee as provided by Clause 40 of the Lease or in this Schedule or if for a period of six (6) calendar months the Siding be unused by the Lessee or any person or persons authorised by the Lessee with the consent of the Lessor to use the Siding or if the Lessee shall fail to perform or observe any of the conditions of Clause 40 of the Lease or of this Schedule the Lessor may at the expiration of one (1) calendar month's notice in writing served upon or posted to the Lessee or posted to or left at the last known address or place of business of the Lessee in the said State of his intention so to do terminate the interest of the Lessee in the Siding and at the cost of the Lessee remove the connection of the Siding with the Lessor's railway lines or otherwise prevent the use of the Siding and the right of the Lessee to use the Siding shall absolutely cease and determine on the expiration of the said notice but such action shall not give rise to any claim for compensation whatsoever on the part of the Lessee PROVIDED HOWEVER that in the event of urgency of the Lessor's requirements he shall have the right to close temporarily any connection of the Siding with the said railway lines without notice.

17. THE Lessee shall cause any gates/access from his property or property occupied by him to the Siding and the Lessor's railway lines to be closed and securely fastened when not in use.

18. UPON the determination by any means of the right of the Lessee to use the Siding the Lessee if required so to do by the Lessor shall within a time to be specified by the Lessor remove all materials (if any) supplied by the Lessee or at his cost in connection with the construction of the Siding and shall restore in accordance with the requirements and to the satisfaction of the Engineer the site thereof and all fencing (if any) and in the event of the Lessee failing so to do the Lessor may make good such default at the cost of the Lessee PROVIDED THAT any such work in the vicinity of the Lessor's railway lines shall be carried out by the Lessor at the cost of the Lessee.

For and on behalf of  
THE COMMISSIONER FOR RAILWAYS

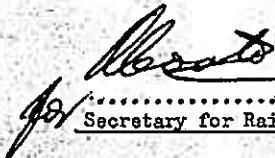
For and on behalf of  
STEELMARK LIMITED

  
.....  
Secretary for Railways

  
.....  
Secretary

19. IF the Lessee his successors or permitted assigns shall have or acquire any estate or interest in any land adjoining the Siding or in the vicinity thereof whether used in connection therewith or not which may be resumed by the Lessor for railway purposes during the continuance of the Lessee's interest in the Siding it is hereby agreed that compensation in respect of such resumption shall be assessed without any reference to that interest and in all respects as if the Siding had never been constructed.

For and on behalf of  
THE COMMISSIONER FOR RAILWAYS

  
.....  
Secretary for Railways

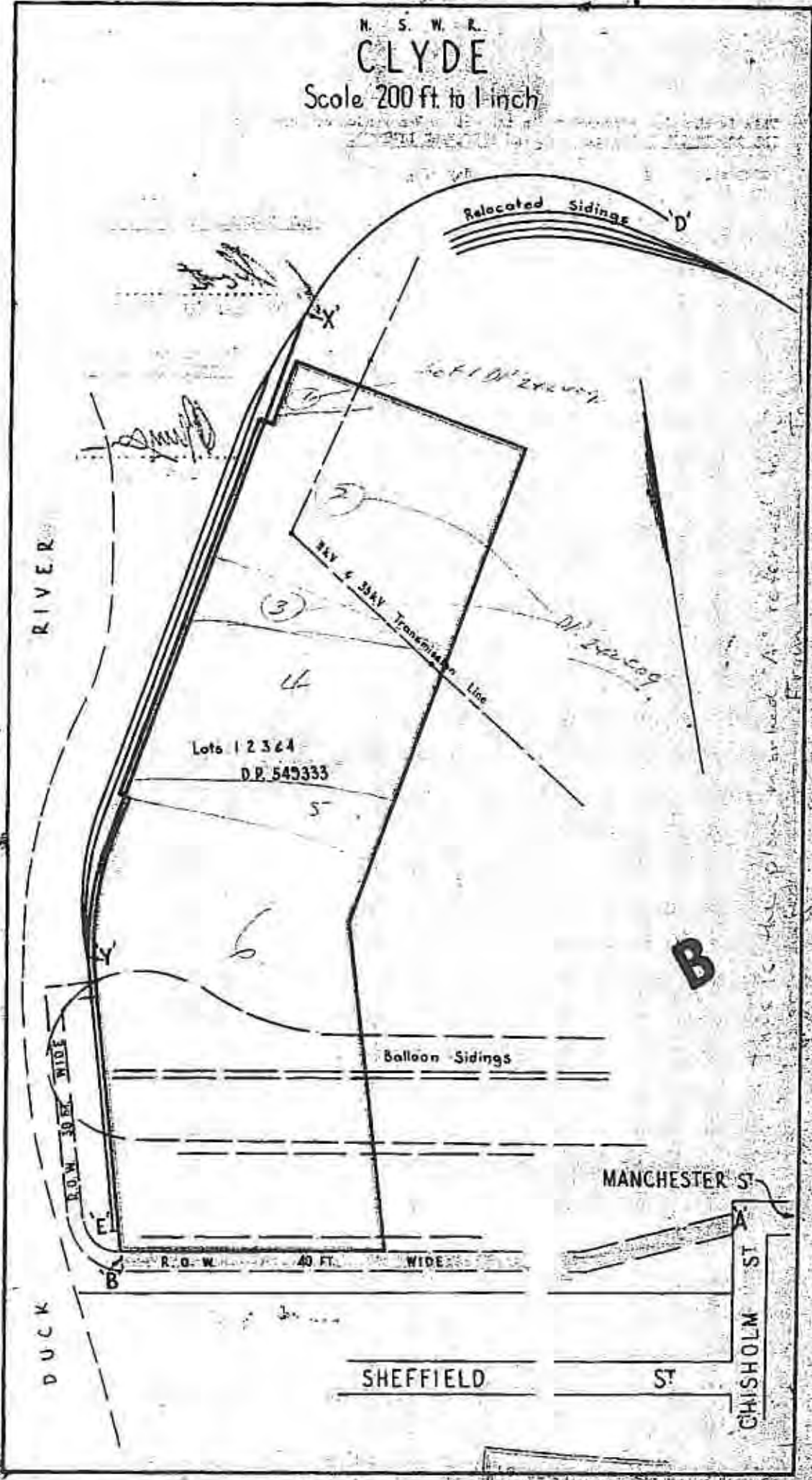
For and on behalf of  
STEELMARK LIMITED

  
.....  
Secretary

N. S. W. R.

# CLYDE

Scale 200 ft. to 1-inch



RIVER

R.O.W. 30 FT. WIDE

R.O.W. 40 FT. WIDE

DUCK

SHEFFIELD ST

ST

CHISHOLM ST

MANCHESTER ST

B

D

Relocated Sidings

Balloon Sidings

Lots 1 2 3 4  
D.P. 549333

11

3

2

1

10

9

8

7

6

5

4

3

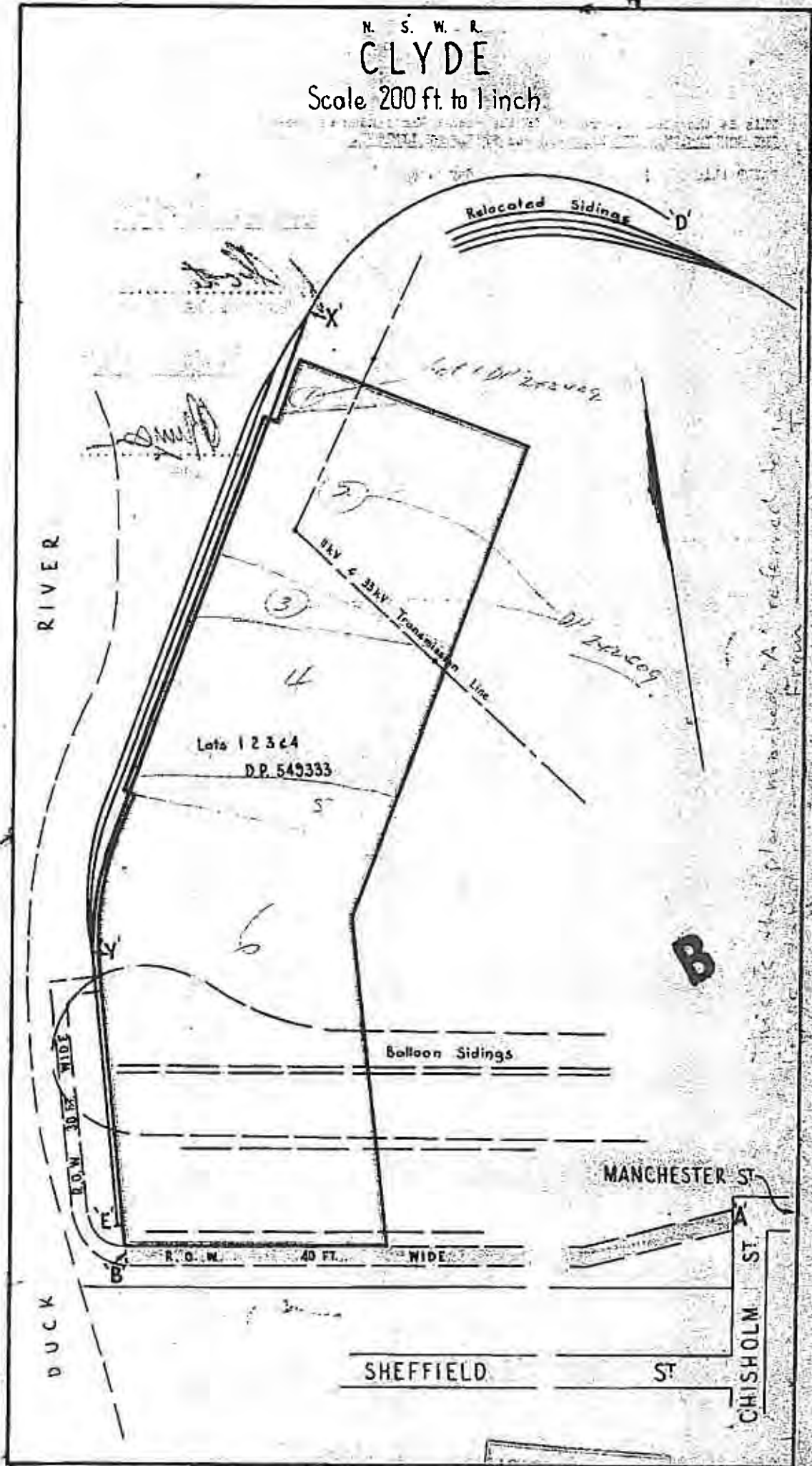
RAY 4 334V Transmission Line

THIS IS THE PLAN AS REFERRED TO IN THE RECORDS OF THE CLYDE RIVER AND BRIDGE COMMISSION

N. S. W. R.

# CLYDE

Scale 200 ft. to 1 inch



This is the plan heretofore referred to as Clyde Station

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO

Dated at SHONEN this thirtieth day of August 1971.

The Common Seal of THE COMMISSIONER FOR RAILWAYS hath been }  
hereunto duly affixed in the presence of:—



  
Secretary for Railways.  
CORRECT  
  
Secretary for Railways.



STEELMARK LIMITED, the within-named lessee doth hereby accept this lease as tenant,  
subject to the conditions, restrictions and covenants above set forth, and certify it to be correct for the purposes of the Real Property  
Act, 1900.

The Common Seal of STEELMARK LIMITED was hereunto  
affixed by the authority of the Directors in the  
presence of the Secretary and of the Director  
whose signature is set opposite hereto:—

  
Secretary.


  
Common Seal  
Lessee  
  
Director.

No. ....

LODGED BY SOLICITOR FOR RAILWAYS

LEASE TOGETHER WITH A  
RIGHT OF CARRIAGEWAY

ADDRESS  
PHONE No.

INDEXED	PARTICULARS ENTERED IN REGISTER BOOK  10-3-1972  ok  <i>Jawatson</i>  REGISTRAR GENERAL
CHECKED <i>AR</i>	
PASSED IN S.O.B. <i>AR</i>	
SIGNED <i>E.L.</i>	

DOCUMENTS LODGED HEREWITH  
To be filled in by party lodging dealing  
Received Docs.

1. Z Co T / 110/3  
Nos. 1, 2
2. EX CO MINUTE
3. \_\_\_\_\_


*b*  
Receiving Clerk.

*See page 2*

Registered in the Office of the Registrar General, at Sydney, pursuant to the provisions of Section 17 of the Registration of Deeds Act, 1997.

No. 301 BK 303  
 Date 1-2-1972  
 Time 2-10

*Jawatson*  
Registrar General



M. P. D. (1976)

OFFICE USE ONLY

MP 33



E  
175863 H

**APPLICATION TO RECORD  
CHANGE OF NAME**  
 REAL PROPERTY ACT, 1900  
 CROWN LANDS CONSOLIDATION ACT, 1913  
 WESTERN LANDS ACT, 1901

CN	of	X
KC		

DESCRIPTION OF LAND  
Note (a)

LAND of which applicant is registered proprietor/holder			
Torrens Title Reference	Location	Torrens Card Reference	Land District
/			

REGISTERED DEALING  
Note (b)

LEASE, MORTGAGE, or CHARGE of which applicant is registered proprietor		
Type of Dealing	Registered Number	Torrens Title Reference
LEASE	M 607289	1/775808

NAME OF REG'D PROPRIETOR(S)/HOLDER(S) (as presently recorded)  
Note (c)

<b>STEELMARK LIMITED</b> A.C.N. 000 267 112
---

being the REGISTERED PROPRIETOR(S)/HOLDER(S) and a change of name, as set out in the statutory declaration below having been effected, the applicant hereby applies to have the following name(s) recorded in the Register.

NAME OF REG'D PROPRIETOR(S)/HOLDER(S) (after change of name)

The name(s), address(es) and occupation(s) or description(s) of the REGISTERED PROPRIETOR(S)/HOLDER(S) should now be recorded as  <b>METALSTORES LIMITED</b> A.C.N. 000 267 112 of Level 5, The Merlin Centre, 235 Pyrmont Street, Pyrmont, N.S.W.	OFFICE USE ONLY
---	-----------------

**STATUTORY DECLARATION**

Note (d)  
Note (e)  
Note (f)  
Note (g)

In support of this application I **NEIL MATHESON CAMERON, Solicitor,** solemnly and sincerely declare that:

1. The applicant is identical with **STEELMARK LIMITED** proprietor/holder (or one of them) of the abovementioned land. Lease.

2. On the \_\_\_\_\_ day of \_\_\_\_\_, 1991, at \_\_\_\_\_ in the State of \_\_\_\_\_, the applicant married \_\_\_\_\_.

3. A copy of the Australian Securities Commission Certificate of the Registration of a Company showing the change of name is annexed hereto and marked with the letter "A" and a copy of the Certificate of Incorporation on Change of Name of Company dated 17 May, 1979 is annexed hereto and marked with the letter "B".

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act, 1900, and I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.

Made and subscribed at **SYDNEY** the **20th** day of **NOVEMBER**, 1991, in the presence of—

*David Ronald Parry*  
Signature of Witness

EXECUTION  
Note (h)

**DAVID RONALD PARRY**  
Name of Witness (BLOCK LETTERS)  
**MLC CENTRE, SYDNEY**  
Address and Occupation of Witness  
**SOLICITOR**

*Neil Matheson Cameron*  
Signature of Applicant  
**Solicitor for the**  
**NEIL MATHESON CAMERON**

TO BE COMPLETED BY LOGGING PARTY  
Notes (i) and (j)


LODGED BY <b>ALLEN ALLEN &amp; HESSLEY</b> Solicitors & Notaries 19-29 Murrumbidgee Place, Sydney Telephone: 229 8765 LTO 745 Fax: 233 7022 Delivery Box Number <b>Nmc/659814/DWP</b>	LOCATION OF DOCUMENTS		
	CT	OTHER	Herewith.
			In L.T.O. with
		Produced by <b>201</b>	
Checked <i>[Signature]</i>	Passed	REGISTERED -19	Secondary Directions
Signed <i>[Signature]</i>	Extra Fee		Delivery Directions

OFFICE USE ONLY



"A"

This is the annexure marked "A" referred to in the Statutory Declaration of the Solicitor for the Applicant to Record a Change of Name on the Register dated 20 November, 1991

  
Neil Matheson Cameron  
Solicitor for the Applicant



ALLEN ALLEN & HEMSLEY  
ATTN: AMANDA GANGEMI  
ALLEN ALLEN & HEMSLEY LEVEL 46 , MLC CENTRE  
19-29 MARTIN PL  
SYDNEY NSW 2000

## Certificate of the Registration of a Company

Corporations Law Paragraph 1274 (2) (b)

This is to certify that

**TUDOR HOLDINGS PTY LTD**

Australian Company Number 000 267 112

is taken to be registered as a company under the Corporations Law of New South Wales.

The company was a proprietary company.

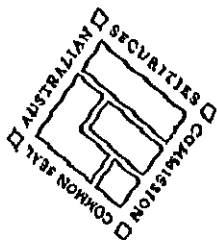
The company converted to a public company and the name changed to **STEELMARK LTD**

On the seventeenth day of May 1979 the company changed its name to **METALSTORES LTD**

The company is limited by shares.

The day of commencement of registration is the sixth day of May 1959.

Given under the seal of the  
Australian Securities Commission  
on this eighteenth day of November, 1991.



  
A delegate of the Australian Securities Commission

FILE  
WITH  
E175863

" B "

This is the annexure marked "B" referred to in the Statutory Declaration of the Solicitor for the Applicant to Record a Change of Name on the Register dated 20 November, 1991

*Neil Matheson*

Neil Matheson Cameron



No. of Company

56743-41

### Certificate of Incorporation on Change of Name of Company

Companies Act, 1961—Section 21 (6)

*(((* This is to Certify that

Steelmark Limited  
originally called M. & B. Steel Distributors Pty Limited  
subsequently called M. & B. Steel and Engineering Supplies Pty  
Limited successively named Tudor Holdings Pty. Limited  
which was, on the sixth day of May, 1959,  
incorporated under the Companies Act, 1936, did on the seventeenth  
day of May, 1979, change its name to

METALSTORES LIMITED

*(((* and that the company is limited by shares..

Given under the seal of the Corporate Affairs Commission at Sydney,

this seventeenth day of May, 1979.

Exd.

*F.J.D. Ryan*



Commissioner

Ref: /Src:U

Form: 07VL  
 Licence: 01-09-043  
 Licensee: Minter Ellison

**VARIATION OF LEASE**

New South Wales  
 Real Property Act 1900



**AC878153W**

PRIVACY NOTE: this information is legally required and will I

STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY  
 18-01-2007 0004004792-001  
 SECTION 171(3)  
 DUTY \$ \*\*\*\*\*10.00

(A) LAND

Torrens Title  
 1/775808

(B) HEAD LEASE

Number	Torrens Title
--------	---------------

(C) LODGED BY

Delivery Box <b>48T</b> <del>599D</del>	Name, Address or DX and Telephone <del>MINTER ELLISON</del> 88 Phillip Street, SYDNEY Telephone (02) 9921-8888 Reference (optional): <del>CUB-20-2876278</del>	LLPN : 123819E CITYLINK <b>DE/CL</b>	CODE <b>VL</b>
---	--	--	-------------------

(D) LESSOR

JANYON PTY LIMITED ACN 003 488 953

(E) LEASE VARIED

M607289

(F) LESSEE

METALSTORES LIMITED ACN 000 267 112

- (G) 1. The rent is increased to \_\_\_\_\_ and \_\_\_\_\_ cents (\$ →) \_\_\_\_\_ per \_\_\_\_\_ on and as from \_\_\_\_\_ dollars
2. The term is increased to \_\_\_\_\_ years \_\_\_\_\_ months so as to expire on \_\_\_\_\_
3. The provisions of the lease are varied as set out in annexure 'A' hereto.

DATE 15 / 01 / 2007  
 dd mm yyyy

SEE ANNEXURE 'A' FOR EXECUTION CLAUSES.

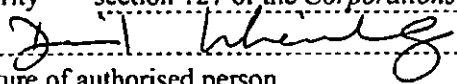
5/

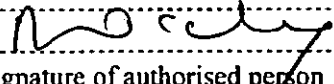
**This is the Annexure 'A' to the Variation of Lease M607289**

The Lease M607289 is varied to include the following new clause 20:

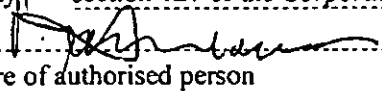
- "20. (a) The parties acknowledge that:
- (i) the demised premises under Lease M607289 is the same land that is the subject of Lease No.301 Book 3038.
  - (ii) following Conversion Action 58068, part of the demised premises (the Triangle) became part of the land in Folio Identifier 4/1007656;
  - (iii) the remainder of the demised premises is the land now comprised in Folio Identifier 1/775808;
  - (iv) it appears that Lease No.301 Book 3038 was not disclosed to Land and Property Information in the Statement of Title in Conversion Action 58068 and accordingly there was no reference to Lease No.301 Book 3038 endorsed on Folio Identifier 4/1007656;
  - (v) Lease M607289 is endorsed only on Folio Identifier 1/775808; and
  - (vi) effective 1 August 2001, the parties mutually agree that the Triangle is and is deemed to be surrendered and the demised Premises under M607289 comprise only the land in 1/775808.
- (b) To remedy the error described in subclause (a) above the parties acknowledge and agree that effective on and from 1 August 2001:
- (i) without altering or limiting the Lessee's rights or obligations in respect of the right of carriageway, the demised premises is limited to the square metre area in Lot 1 in DP 775808, being the land in respect of which the Lease is registered on the land titles register;
  - (ii) for the avoidance of doubt, the 'freehold of the demised premises' (as referred to in the Lease) comprises only the land in Lot 1 in DP 775808; and
  - (iii) for the avoidance of doubt, the area of the 'freehold of the demised premises' (as referred to in the Lease) and the rent for the 'freehold of the demised premises' (as referred to in the Lease) are decreased by 3.12% as a result of this variation.

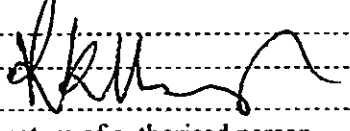
Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation JANYON PTY LIMITED  
Authority section 127 of the Corporations Act 2001 (Cth)  
Signature of authorised person   
Name of authorised person DAVID SCHEINBERG  
Director  
Office held

Signature of authorised person   
Name of authorised person RICHARD SCHEINBERG  
Director/Secretary  
Office held

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

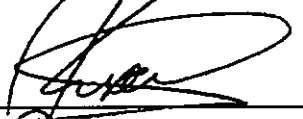
Corporation METALSTORES LIMITED  
Authority section 127 of the Corporations Act 2001 (Cth)  
Signature of authorised person   
Name of authorised person Peter Vernon Liddell  
Director Company Secretary  
Office held

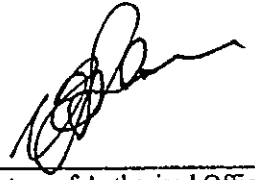
Signature of authorised person   
Name of authorised person Raymond Kenneth Horsburgh  
Director  
Office held

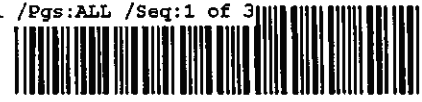
Acknowledgement by Rail Corporation New South Wales (RailCorp)

RailCorp concurs with the information and statements contained in this LPI Variation.

Certified correct for the purposes of the Real Property Act 1900 and **SIGNED** under delegated authority for and on behalf of the **RAIL CORPORATION NEW SOUTH WALES** in the presence of:

Signature   
Name Rita Capuzzo  
Occupation Exec Assistant to the CEO  
Address Level 6, 18 Lee St  
Chippendale 2008

Signature of Authorised Officer   
Name of Authorised Officer VINCENT JOHN GRAHAM  
Position of Authorised Officer CHIEF EXECUTIVE OFFICER



Form: 01TL  
Licence: 03-10-147  
Licensee: Clayton Utz

**TRANSFER OF LEASE  
MORTGAGE OR CHARGE**  
New South Wales  
Real Property Act 1900

**AE656665G**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

<b>STAMP DUTY</b>	Office of State Revenue use only	10-10-2008	0004534408-023
		SECTION 18(2)	
		DUTY	\$ *****2.00

(A) LEASE/MORTGAGE /CHARGE M607289

(B) TORRENS TITLE 1/775808

(C) LODGED BY	Delivery Box	Name, Address or DX and Telephone	CODE TL TM TC
	602T	123441E : DLA Phillipstox Reference: ECD : 0426020	

(D) TRANSFEROR METALSTORES LIMITED, ACN 000 267 112

(E) The transferor acknowledges receipt of the consideration of \$Refer to Annexure A and transfers to the transferee all the transferor's estate and interest in the above lease

(F) Encumbrances (if applicable):

(G) TRANSFEREE SMORGON STEEL DISTRIBUTION PTY LIMITED, ACN 096 380 068

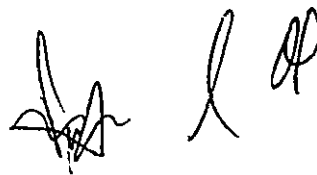
(H) TENANCY:

DATE

This is Annexure A to the Transfer of Lease between Metalstores Limited, ACN 000 267 112 and Smorgon Steel Distribution Pty Limited, ACN 096 380 068 in respect of the premises contained in folio identifier 1/755808 and otherwise known as Lot 1, Manchester Road, Auburn, New South Wales

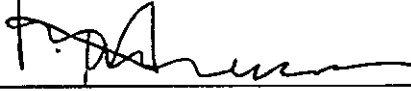
**(E) CONSIDERATION**

The transferor acknowledges receipt of the consideration of \$1.00 (transfer of lease subject to the conditions contained in the sale of business and assets deed between The ANI Corporation Limited, Ashland Investments Pty Ltd, John McGrath Pty Ltd, Metalstores Ltd, Steelmark Properties Pty Ltd and Smorgon Steel Distribution Pty Ltd dated 31 May 2007).

Three handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

This is Annexure B to the Transfer of Lease between Metalstores Limited, ACN 000 267 112 and Smorgon Steel Distribution Pty Limited, ACN 096 380 068 in respect of the premises contained in folio identifier 1/755808 and otherwise known as Lot 1, Manchester Road, Auburn, New South Wales


Executed by **METALSTORES LIMITED, ACN 000 267 112** in accordance with section 127 of the *Corporations Act* by or in the presence of:



Signature of Secretary/other Director

**Peter Vernon Liddell**

Name of Secretary/other Director in full

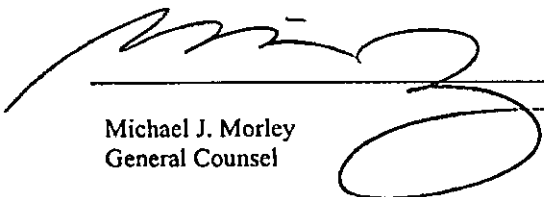


Signature of Director or Sole Director and Secretary

**Graham Joseph Smorgon**

Name of Director or Sole Director and Secretary in full

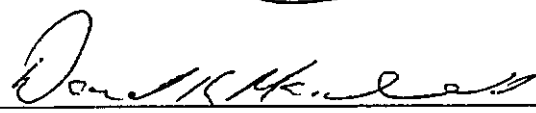
**Signed sealed and delivered** for and on behalf of **Smorgon Steel Distribution Pty Ltd ACN 096 380 068** by its Attorneys Michael J. Morley, 650 Lorimer Street, Port Melbourne, Victoria, 3207, General Counsel ph number (03) 8671 4400 and Raymond Maxwell Smith, 650 Lorimer Street, Port Melbourne, Victoria, 3207, Chief Financial Officer ph number (03) 8671 4400 under Power of Attorney number Book 4349 No 208 and the Attorneys declare that they have not received any notice of revocation of the Power of Attorney, in the presence of:



Michael J. Morley  
General Counsel



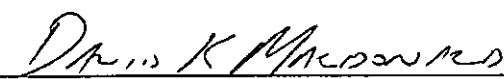
Raymond Maxwell Smith  
Chief Financial Officer



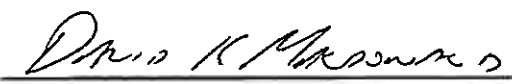
Signature of witness



Signature of witness



Name of witness in full



Name of witness in full



Form: 07VL  
Release: 3-0

**VARIATION OF LEASE**  
New South Wales  
Real Property Act 1900



**AH1008B**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Register by this form for the establishment and maintenance of the Real Property Act. The Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

11/1166540

**(B) HEAD LEASE**

Number

Torrens Title

**(C) LODGED BY**

Document  
Collection

Name, Address or DX, Telephone, and Customer Account Number if any

CODE

Box  
**462H**

LLPN: SAI GLOBAL Property  
123327C DX 885 SYDNEY  
02 9210 0700

**VL**

Reference: **24834291 - NORTON**

**(D) LESSOR**

JANYON PTY LIMITED ACN 003 488 953

**(E) LEASE VARIED**

M607289

**(F) LESSEE**

BLUESCOPE DISTRIBUTION PTY LIMITED ACN 096 380 068 (formerly Smorgon Steel Distribution Pty Limited)

- (G)** 1. The rent is \_\_\_\_\_ to \$ \_\_\_\_\_ per \_\_\_\_\_ on and as from \_\_\_\_\_
2. The term is \_\_\_\_\_ to \_\_\_\_\_ years \_\_\_\_\_ months and \_\_\_\_\_ days so as to expire on \_\_\_\_\_
3. The provisions of the lease are varied as set out in annexure A hereto.

DATE 3 May 2012

**(H)** Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: SEE ANNEXURE A FOR EXECUTION CLAUSES  
Authority: \_\_\_\_\_

Signature of authorised person: \_\_\_\_\_

Signature of authorised person: \_\_\_\_\_

Name of authorised person:  
Office held: \_\_\_\_\_

Name of authorised person:  
Office held: \_\_\_\_\_

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: SEE ANNEXURE A FOR EXECUTION CLAUSES  
Authority: \_\_\_\_\_

Signature of authorised person: \_\_\_\_\_

Signature of authorised person: \_\_\_\_\_

Name of authorised person:  
Office held: \_\_\_\_\_

Name of authorised person:  
Office held: \_\_\_\_\_

**THIS IS THE ANNEXURE "A" TO THE VARIATION OF LEASE BETWEEN JANYON PTY LIMITED ACN 003 488 953 (LESSOR) and BLUESCOPE DISTRIBUTION PTY LIMITED ACN 096 380 068 (LESSEE)**

The provisions of lease registered number M607289 as varied by variation of lease AC878153 (Lease) is further varied as follows:

1. A new clause 48 is inserted:

"48(a) *The parties acknowledge that:*

- (i) *part of the land in lot 1 in deposited plan 775808 (Demised Premises) was acquired by compulsory acquisition on 13 December 2011 (Compulsory Acquisition) being 2 areas totalling 288 square metres (Acquired Areas);*
- (ii) *the Acquired Areas are the land in lots 13 and 14 in deposited plan 1166540;*
- (iii) *the remainder of the Demised Premises is the land now described in folio identifier 11/1166540, being lot 11 in deposited plan 1166540;*
- (iv) *the Lease is endorsed only on folio identifier 11/1166540; and*
- (v) *effective from the first day that the Lessee is no longer entitled to remain in occupation of the Acquired Areas under section 34 of the Land Acquisition (Just Terms Compensation) Act 1991 NSW (Acquisition Date), the parties mutually agree that:*
  - (1) *the Acquired Areas no longer form part of the Demised Premises; and*
  - (2) *the Demised Premises under the Lease comprises the whole of the land described in folio identifier 11/1166540.*

(b) *The parties acknowledge and agree that effective on and from the Acquisition Date:*

- (i) *the Demised Premises is limited to lot 11 in deposited plan 1166548, being the land in respect of which the Lease is registered on the Land Titles register;*
- (ii) *the 'freehold of the demised premises' (as referred to in the Lease) comprises only the land in lot 11 in deposited plan 1166540; and*
- (iii) *for the avoidance of doubt:*
  - (1) *the area of the 'freehold of the demised premises'; and*
  - (2) *the rent for the 'freehold of the demised premises',**(as referred to in the Lease) are decreased by 0.3579% as a result of this variation.*

(c) *To the full extent permitted by law, the Lessee and the Lessor release each other from any claim, demand, liability, action, damages, expense or loss (Claims) arising in respect of the matters described in clauses 48(a) and 48(b)."*



2. A new clause 49 is inserted:

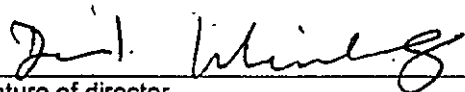
"49. The parties acknowledge and agree that:

- (i) a right of access 2 wide, an easement for temporary construction zone 2 wide and an easement for temporary construction zone 5 wide identified as "[X]", "[Y]" and "[Z]" on DP1166540 was acquired by compulsory acquisition on 13 December 2011 (*Rights*);
  - (ii) the terms of the *Rights* have been made available to the Lessee and the Lessee has read and understands the terms and effect of the *Rights*;
  - (iii) the Demised Premises are affected and burdened by the *Rights*;
  - (iv) the Lessee must not do anything which results in a breach of the *Rights*; and
  - (v) to the full extent permitted by law, the Lessee and the Lessor release the other party from any Claims arising in respect of the acquisition of the *Rights*.
3. Each party must pay its own costs and outlays in connection with the preparation, negotiation and execution of this variation.
4. The Lessee must pay all stamp duty and registration fees applicable to this variation. The Lessor will reimburse to the Lessee 50% of the amount of stamp duty, if any payable in connection with this variation.
5. The parties otherwise affirm and ratify the terms of the Lease.

Certified correct for the purposes of the *Real Property Act 1900* and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **JANYON PTY LIMITED**  
**ACN 003 488 953**

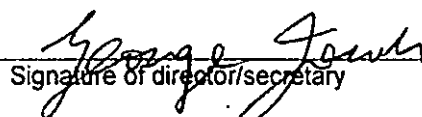
Authority: Section 127 of the Corporations Act



Signature of director

**DAVID SCHEINBERG**

Name of director  
(BLOCK LETTERS)



Signature of director/secretary

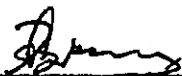
**GEORGE JACOBS**

Name of director/secretary  
(BLOCK LETTERS)

Certified correct for the purposes of the *Real Property Act 1900* and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **BLUESCOPE DISTRIBUTION PTY LIMITED ACN 096 380 068**

Authority: Section 127 of the Corporations Act



Signature of director

**ANDREW BRAY**

Name of director  
(BLOCK LETTERS)



Signature of director/secretary

**JOHN COSTA**

Name of director/secretary  
(BLOCK LETTERS)

Form Number:  
 97-18DD  
 Licence Number:  
 10V/0162/95  
 Page 1 of ...2 1166685  
 Page(s)

Land and Property Management Authority  
 Land and Property Information Division



**DEPARTMENTAL  
 DEALING**

**AG619343Q**

This document records departmental actions affecting  
 computer folios

<b>DD</b>  <b>Folio</b>	1/1162105	7002/1030380	7009/1028835	95/721438
	7303/1143134	7005/1118972	7300/1136950	7001/1029024
	7304/1143134	7300/1156189	7301/1136950	7310/1162678
	7300/1138294	7301/1156189	7300/1160266	7001/1020391
	7303/1138294	7302/1156272	102/751760	AND OTHERS

TO ENTER NOTIFICATIONS FROM THE NEW SOUTH WALES GOV. GAZETTE

**FIRST SCHEDULE DIRECTIONS**

FOLIO IDENTIFIER	DIRECTION	DETAILS

**SECOND SCHEDULE AND OTHER DIRECTIONS**

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
1/1162105	ON	NB		CLOSED ROAD GAZ. 4.11.2011 FOLS. 6526-7
7303/1143134	ON	NB		RESERVATION OF CROWN LAND RESERVE NO.
7304/1143134				1033628 GAZ. 4.11.2011 FOL. 6520
7300/1138294				
7303/1138294				
7002/1030380				
7005/1118972				
7300/1156189				
7301/1156189				
7302/1156272				
7009/1028835				
7300/1136950				
7301/1136950				
7300/1160266				
102/751760				
95/721438				
Deliver Title to: NOCT		Prepared by: LJA Table No: ADP1		Directed by: Table No:

RP88/ANNEX

# REGISTRATION DIRECTION ANNEXURE

## Second Schedule directions

SECOND SCHEDULE AND OTHER DIRECTIONS				
Folio Identifier	Direction	Notfn Type	Dealing Number	Details
7001/1029024	ON	NB		RESERVATION OF CROWN LAND RESERVE NO.
7310/1162678				1033628 GAZ. 4.11.2011 FOL. 6520
7001/1020391	ON	NB		RESERVATION OF CROWN LAND RESERVE NO.
				1033408 GAZ. 4.11.2011 FOL. 6522
4-6/1138464	ON	NB		REVOCATION OF RESERVATION OF CROWN
				LAND RESERVE NO. 753171 GAZ. 4.11.2011 FOL.
				6525
7308/1152227	ON	NB		LOTS 2-3 DP1157133 ACQUIRED FOR THE
				PURPOSES OF THE TRANSPORT
				CONSTRUCTION AUTHORITY GAZ. 4.11.2011 FOL.
				6539
2/4/75862	ON	NB		LOT 101 DP1145941 ACQUIRED FOR THE
				PURPOSES OF THE TRANSPORT
				CONSTRUCTION AUTHORITY GAZ. 4.11.2011 FOL.
				6539
3/4/75862	ON	NB		LOT 104 DP1145941 ACQUIRED FOR THE
				PURPOSES OF THE TRANSPORT
				CONSTRUCTION AUTHORITY GAZ. 4.11.2011 FOL.
				6539
1/775808	ON	NB		LOT 13 DP1166540 AND EASEMENTS
				DESIGNATED (X), (Y) & (Z) SHOWN IN DP1166540
				. ACQUIRED FOR THE PURPOSES OF THE
				TRANSPORT CONSTRUCTION AUTHORITY
				GAZ. 4.11.2011 FOL 6540
2/775808	ON	NB		LOTS 14-15 DP1166540 AND EASEMENTS
				DESIGNATED (X) & (Y) SHOWN IN DP1166540
				. ACQUIRED FOR THE PURPOSES OF THE
				TRANSPORT CONSTRUCTION AUTHORITY
				GAZ. 4.11.2011 FOL 6540

**PUBLIC NOTARIES APPOINTMENT RULES**

## Erratum

IN *New South Wales Government Gazette* No. 88, dated 9 September 2011, Folio 5491, under the above heading, the date in Column 1 was incorrect. The correct date should read Fee until 30/9/2011. This erratum corrects that mistake and the gazettal date remains the same.

**STATUTORY AND OTHER OFFICES  
REMUNERATION ACT 1975**

## Erratum

The Annual Report and Determination of the Court and Related Officers Group

Page 14 is amended as follows:

Crown Advocate	Conveyance Allowance	\$20,330
Deputy Director of Public Prosecutions	Conveyance Allowance	\$20,330

Page 15 is amended as follows:

Insert

Acting Deputy President Workers Compensation Commission	\$1,145 per day
---	-----------------

The Annual Report and Determination of the Public Office Holders Group

Page 14 is amended as follows:

Registrar Workers Compensation	\$235,445
Clerk of the Parliaments	\$235,445
Clerk of the Legislative Assembly	\$235,445

The Statutory and Other Offices  
Remuneration Tribunal

**SUBORDINATE LEGISLATION ACT 1989**

## Public Health Act 2010

Public Health (Disposal of Bodies) Regulation 2011

THE NSW Department of Health proposes to make the Public Health (Disposal of Bodies) Regulation 2011.

In accordance with the requirements of the Subordinate Legislation Act 1989, a regulatory impact statement has been prepared to discuss the details of the proposed Regulation and to give interested parties an opportunity to make submissions on the proposed Regulation.

To facilitate public consultation a copy of the regulatory impact statement and the proposed Regulation may be obtained from the Department of Health's internet site [www.health.nsw.gov.au](http://www.health.nsw.gov.au) or by contacting the Department's Coordination Policy Unit of the Chief Health Officer at [publichealth@doh.health.nsw.gov.au](mailto:publichealth@doh.health.nsw.gov.au).

Comments and submissions will be accepted until 16 December 2011.

**TRANSPORT ADMINISTRATION ACT 1988****LAND ACQUISITION (JUST TERMS  
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land for the Purposes of the Transport Construction Authority

THE Transport Construction Authority, with the approval of Her Excellency the Governor with the advice of the Executive Council, declares that the Land described in Schedule hereto are acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Transport Construction Authority, as authorised by the Transport Administration Act, 1988.

Dated this 31st day of October 2011.

CHRIS LOCK,  
Chief Executive

**SCHEDULE**

All that piece or parcel of land situated at Waterfall, in the Local Government Area of Sutherland, Parish of Heathcote, County of Cumberland and State of New South Wales, being described as Lot 2 in Deposited Plan 1157133 and Lot 3 in Deposited Plan 1157133 and said to be in the possession of the Minister for Lands.

TCA Reference: 1580704\_1

**TRANSPORT ADMINISTRATION ACT 1988****LAND ACQUISITION (JUST TERMS  
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land for the Purposes of the Transport Construction Authority

THE Transport Construction Authority, with the approval of Her Excellency the Governor with the advice of the Executive Council, declares that the Land described in Schedule 1 and Schedule 2 hereto are acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Transport Construction Authority, as authorised by the Transport Administration Act, 1988.

Dated this 31st day of October 2011.

CHRIS LOCK,  
Chief Executive

**SCHEDULE 1**

All those pieces or parcels of land situated at Warwick Farm, in the Local Government Area of Liverpool, Parish of St Luke, County of Cumberland and State of New South Wales, being part of Lot 2 and Lot 3 of Section 4 in Deposited Plan 758620, shown as Lot 101 and Lot 104 in Deposited Plan 1145941 and said to be in the possession of Liverpool City Council.

**SCHEDULE 2**

All those pieces or parcels of land situated at Warwick Farm, in the Local Government Area of Liverpool, Parish of St Luke, County of Cumberland and State of New South Wales, being part of Remembrance Avenue and part unnamed Lane, shown as Lot 111 and Lot 112 in Deposited Plan 1145941 and said to be in the possession of Liverpool City Council.

TCA Reference: 1580110\_1

**TRANSPORT ADMINISTRATION ACT 1988****LAND ACQUISITION (JUST TERMS  
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land for the  
Purposes of the Transport Construction Authority

THE Transport Construction Authority, with the approval of Her Excellency the Governor with the advice of the Executive Council, declares that the Land described in Schedule 1, Schedule 2 and Schedule 3, and the Easements described Schedule 4, Schedule 5, Schedule 6, Schedule 7 and Schedule 8 hereto are acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Transport Construction Authority, as authorised by the Transport Administration Act, 1988.

Dated this 31st day of October 2011.

**CHRIS LOCK,**  
Chief Executive

**SCHEDULE 1**

All that piece or parcel of land situated at Clyde in the Local Government area of Auburn, Parish of Liberty Plains, County of Cumberland and State of New South Wales, being Lot 13 in Deposited Plan 1166540 and said to be in the possession of Janyon Pty Limited.

**SCHEDULE 2**

All that piece or parcel of land situated at Clyde in the Local Government area of Auburn, Parish of Liberty Plains, County of Cumberland and State of New South Wales, being Lot 14 in Deposited Plan 1166540 and said to be in the possession of Janyon Pty Limited.

**SCHEDULE 3**

All that piece or parcel of land situated at Clyde in the Local Government area of Auburn, Parish of Liberty Plains, County of Cumberland and State of New South Wales, being Lot 15 in Deposited Plan 1166540 and said to be in the possession of Janyon Pty Limited.

**SCHEDULE 4**

An easement for a right of access 2 metres wide and variable on the terms set out in Schedule 10 over those pieces or parcels of land, situated at Clyde in the Local Government area of Auburn, Parish of Liberty Plains, County of Cumberland and State of New South Wales shown marked "[X]" burdening Lot 12 in Deposited Plan 1166540 and said to be in the possession of Janyon Pty Limited.

**SCHEDULE 5**

An easement for a right of access 2 metres wide and variable on the terms set out in Schedule 10 over those pieces or parcels of land, situated at Clyde in the Local Government area of Auburn, Parish of Liberty Plains, County of Cumberland and State of New South Wales shown marked "[X]" burdening Lot 11 in Deposited Plan 1166540 and said to be in the possession of Janyon Pty Limited but excluding:

1. Registered Lease M607289 with right of carriageway 9.144 metres & 12.192 metres wide shown in DP549333.
2. E175863.

3. AC878153 Variation of Lease M607289.
4. AE656665 Transfer of Lease M607289.
5. Z506319 Mortgage to Australia and New Zealand Banking Group Limited.
6. E939923 Bk 3857 No. 942.

**SCHEDULE 6**

An easement for temporary construction zone 2 metres wide and variable on the terms set out in Schedule 9 over those pieces or parcels of land, situated at Clyde in the Local Government area of Auburn, Parish of Liberty Plains, County of Cumberland and State of New South Wales shown marked "[Y]" burdening Lot 12 in Deposited Plan 1166540 and said to be in the possession of Janyon Pty Limited.

**SCHEDULE 7**

An easement for temporary construction zone 2 metres wide and variable on the terms set out in Schedule 9 over those pieces or parcels of land, situated at Clyde in the Local Government area of Auburn, Parish of Liberty Plains, County of Cumberland and State of New South Wales shown marked "[Y]" burdening Lot 11 in Deposited Plan 1166540 and said to be in the possession of Janyon Pty Limited but excluding:

1. Registered Lease M607289 with right of carriageway 9.144 metres & 12.192 metres wide shown in DP549333.
2. E175863.
3. AC878153 Variation of Lease M607289.
4. AE656665 Transfer of Lease M607289.
5. Z506319 Mortgage to Australia and New Zealand Banking Group Limited.
6. E939923 Bk 3857 No. 942.

**SCHEDULE 8**

An easement for temporary construction zone 5 metres wide and variable on the terms set out in Schedule 9 over those pieces or parcels of land, situated at Clyde in the Local Government area of Auburn, Parish of Liberty Plains, County of Cumberland and State of New South Wales shown marked "[Z]" burdening Lot 11 in Deposited Plan 1166540 and said to be in the possession of Janyon Pty Limited but excluding:

1. Registered Lease M607289 with right of carriageway 9.144 metres & 12.192 metres wide shown in DP549333.
2. E175863.
3. AC878153 Variation of Lease M607289.
4. AE656665 Transfer of Lease M607289.
5. Z506319 Mortgage to Australia and New Zealand Banking Group Limited.
6. E939923 Bk 3857 No. 942.

**SCHEDULE 9****1 Terms of Easement for Construction****1.1 Terms of the Easement**

Full, free and unimpeded right for the Prescribed Authority and its Authorised Users to:

- (a) enter on, pass and repass over the Easement Site at all times together with any Equipment necessary to carry out the Construction; and



- (b) make noise, create dust and cause disturbance for the purposes set out in clause 1.1 (a).

#### 1.2 Vacation by Burdened Owner

- (a) During the Term of this Easement, the Burdened Owner, its tenants, licensees or other occupiers are excluded from the Easement Site at all times.
- (b) Notwithstanding the condition set out in 1.2 (a) the Burdened Owner its tenants, licensees or other occupiers may submit a written request to the Prescribed Authority for access to the Easement Site during the Term of the Easement.
- (c) In respect of 1.2 (b), the Prescribed Authority may withhold its consent in its absolute discretion, where such a request for access to the Easement Site by the Burdened Owner, its tenants, licensees or other occupiers would interfere with the Construction during the Term of the Easement.
- (d) Subject to 1.2 (c) the Prescribed Authority will not unreasonably withhold access to the Easement Site during the Term of the Easement.

#### 1.3 Conduct of works

The Prescribed Authority must ensure that any works conducted by it are conducted in a proper and workmanlike manner and in accordance with the requirements of all Authorities and Laws.

#### 1.4 Expiration of easement

- (a) This Easement expires twenty-four (24) months from the Commencement Date.
- (b) The Prescribed Authority, in its absolute discretion, may extinguish this Easement prior to the expiry of the Term.
- (c) Upon expiration (or the earlier extinguishment) of this Easement, the Burdened Owner and the Prescribed Authority must take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land and Property Information NSW.

#### 1.5 Make good

Prior to the expiration (or the earlier extinguishment) of this Easement, the Prescribed Authority must restore the Easement Site as nearly as is practicable to its former condition and make good any collateral damage.

### 2. Definitions and Interpretation

#### 2.1 Definitions

These meanings, in any form, apply:

- a. **Adjacent Land** means land owned by the Prescribed Authority or Rail Corporation New South Wales.
- b. **Authorised User** means every person authorised by the Prescribed Authority for the purposes of this Easement, and includes any successors, assigns, transferees, contractors, licensees, representatives, employees and agents of the Prescribed Authority.
- c. **Authority** means any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority,

agency, Minister, statutory corporation or instrumentality and any private electricity, telecommunications, gas or other utility company having statutory rights.

- d. **Burdened Owner** means every person which is at any time entitled to the estate or interest in the Lot Burdened including any freehold or leasehold estate or interest in possession of the Lot Burdened or any part of it, and all successors assigns and transferees.
- e. **Commencement Date** means the date upon which this easement is created by publication of a notice of compulsory acquisition in the *New South Wales Government Gazette* pursuant to section 20 of the Land Acquisition (Just Terms Compensation) Act 1991.
- f. **Construction** means all excavation, erection and other work necessary or desirable (in the absolute unfettered discretion of the Prescribed Authority) to enable the Prescribed Authority to undertake its rights and obligations, including, without limitation, laying down, constructing, placing, operating, examining, relaying, removing, altering, renewing, cleansing, repairing, testing and maintaining the Structures and using the Structures in any manner.
- g. **Easement Site** means the area shown marked "[Y]" on the Plan being 2 metres wide and the area shown marked "[Z]" on the Plan being 5 metres wide.
- h. **Equipment** means all necessary tools, implements, materials, machinery and vehicles.
- i. **Law** means:
  - (i) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and State of New South Wales; and
  - (ii) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction over the Lot Burdened.
- j. **Lot Burdened** means a lot burdened by this Easement.
- k. **Plan** means Deposited Plan 1166540.
- l. **Prescribed Authority** means Transport Construction Authority and all successors, assigns and transferees.
- m. **Structures** means all structures, erections, improvements, apparatus or any one or more of those things installed or to be installed on, over, under or through the Adjacent Land necessary or appropriate (in the absolute discretion of the Prescribed Authority) for the construction of the Auburn Stabling Yard including without limitation, an access track, retaining wall, noise wall, trunk drainage system, railway tracks, support members, channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, pits and traps.
- n. **Term** means the period from the Commencement Date of this Easement to the date this Easement expires under clause 1.4 (a).

## 2.2 Interpretation

- a. The singular includes the plural and conversely.
- b. A gender includes all genders.
- c. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- d. "Paragraph" means a paragraph or sub-paragraph of this easement.
- e. Unless stated otherwise, one provision does not limit the effect of another.
- f. A reference to any law or to any provision of any law includes any modification or re enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- g. A reference to conduct includes any omission, statement or undertaking, whether or not in writing.
- h. A reference to a person includes a reference to the person's executors, administrators, successors, substitutes and assigns.
- i. The words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- j. Headings do not affect the interpretation of this Easement.
- k. If a provision of an easement under this Easement is void, unenforceable or illegal, then that provision is severed from that easement and the remaining provisions of that easement has full force and effect.

## 2.3 Release and Indemnity

- (a) The Prescribed Authority agrees to occupy, use and keep the Easement Site at the risk of the Prescribed Authority and hereby releases to the full extent permitted by law the Burdened Owner, its tenants, licensees or other occupiers and their agents, servants, contractors employees or invitees, from all claims and demands of every kind whenever made in respect of or resulting from:
  - (i) the Construction or the Prescribed Authority exercising any of its rights under this Easement; and
  - (ii) any loss, damage, death or injury connected with such use by the Prescribed Authority or any of its agents, servants, contractors or employees (Authorised User) occurring on or in the vicinity of the Easement Site during the Term of the Easement unless that loss, damage, death or injury is caused by the acts or omissions of the Burdened Owner, its tenants, licensees or other occupiers and their agents, servants, contractors, employees or invitees.
- (b) The Prescribed Authority will indemnify and keep indemnified the Burdened Owner against all claims, actions, costs, loss and liabilities to the extent arising from:

- (i) the acts, omissions or default, of the Prescribed Authority and/or its Authorised Users during the Term of the Easement in connection with the access, entry upon, occupation or use of the Easement Site (or any other part of the Lot Burdened); and
- (ii) any contamination caused by the Prescribed Authority and/or its Authorised Users during the Term of this Easement, or any change to or exacerbation of any pre-existing contamination which occurs because of an act or activity by the Prescribed Authority and/or its Authorised Users during the Term of this Easement which results in some of all of the Easement Site (or any other part of the Lot Burdened) being declared to be significantly contaminated land under the Contaminated Land Management Act 1997 (whether such declaration occurs during or after the Term of the Easement).

## 2.4 Insurances

The Prescribed Authority will maintain public risk insurance in respect of any single accident or event for cover of not less than twenty million dollars (\$20,000,000) and must note the interest of the Burdened Owner. The Prescribed Authority must provide the Burdened Owner with satisfactory evidence of the currency of the public risk insurance prior to occupying the Easement Site.

### SCHEDULE 10

## 1 Terms of Easement for Right of Access

### 1.1 Terms of Grant of Easement

The Burdened Owner grants to the Prescribed Authority and its Authorised Users the right to go, pass and repass over the Easement Site and the Access for the purpose of inspection of the Wall.

## 2 Limitation on Use

In exercising the rights referred to in clause 1, the Prescribed Authority and its Authorised Users:

- (a) must cause as little inconvenience as is practicable to the Burdened Owner and any occupier of the Lot Burdened;
- (b) enter the Lot Burdened at their own risk; and
- (c) to the extent permitted by Law release the Burdened Owner and occupier of the Lot Burdened respectively from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person other than to the extent caused or contributed to by the willful or negligent act or omission of the Burdened Owner and/or the occupier of the Lot Burdened.

## 3 Obstructions

The Burdened Owner must not permit:

- (a) the erection of any structure or the placing of any item on the Easement Site which would prevent or materially obstruct the carrying out of inspection of the Wall by the Prescribed Authority or its Authorised Users; and/or
- (b) the unavailability of the Access, except temporarily in the case of emergency.

#### 4 Agreement to Release

In the event that any part of the Easement Site is dedicated to a New South Wales statutory entity or a local government authority as public road, the Prescribed Authority agrees, at the cost of the Burdened Owner, to release this easement for access as it affects the dedicated land portion.

#### 5 Definitions

“Access” means a reasonable means of traversing the Lot Burdened during Business Hours by a person without vehicles or machinery to enable access by that person to the Easement Site.

“Authorised Users” means every person authorised by the Prescribed Authority for the purposes of this Easement, and includes any successors, assigns, transferees, contractors, licensees, representatives, employees and agents of the Prescribed Authority.

“Business Hours” means between 8.00 a.m. and 5.00 p.m. on a day which is not a Saturday or a Sunday or a public holiday in New South Wales.

“Burdened Owner” means the registered proprietor from time to time of the Lot Burdened and every person which at any time entitled to the estate or interest in the Lot Burdened including any freehold or leasehold estate or interest in possession of the Lot Burdened or any part of it, and all successors, assigns and transferees.

“Commencement Date” means the date upon which this easement is created by publication of a notice of compulsory acquisition in the New South Wales Government Gazette pursuant to section 20 of the Land Acquisition (Just Terms Compensation) Act 1991.

“Easement Site” means the area marked “[X]” on the Plan.

“Lot Burdened” means a Lot burdened by this easement.

“Plan” means Deposited Plan 1166540.

“Prescribed Authority” means jointly and separately Transport Construction Authority and Rail Corporation New South Wales and any successors or assigns of those entities, or any New South Wales statutory entity from time to time exercising the same or similar functions as those entities.

“Wall” means any retaining or other form of wall from time to time constructed by a Prescribed Authority or other New South Wales statutory entity on land adjoining the Easement Site.

The name of the person empowered to release, vary or modify this easement for access.

A Prescribed Authority, either jointly or separately.

TCA Reference: 1522206\_1

OFFICE USE ONLY

RPES  
1988



E  
939923 K



**REQUEST**

REAL PROPERTY ACT, 1900

R	of		R
	\$		/

DESCRIPTION OF LAND  
Note (a)

Torrens Title Reference	If part only, describe Whole and give details	Location
Folio Identifier 1/775808	WHOLE	Auburn

REGISTERED DEALING  
Note (b)

Type of Dealing	Registered Number	Torrens Title Reference

REGISTERED PROPRIETOR  
Note (c)

JANYON PTY. LIMITED A.C.N. 003 456 184  
 of 32A Oxford Street, Sydney

(The abovesigned applicant) being the registered proprietor of the land above described and abovesigned registered dealing hereby requests the Registrar General to

record the grant of Right of Way created by Deed registered Book 3857 No. 942 - copy annexed.

OFFICE USE ONLY

OVER

Note (d)

DATE

EXECUTION  
Note (e)

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.  
 Signed in my presence by the applicant who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Occupation of Witness

*R. J. ...*  
 Signature of Applicant  
 Bob Edwards. 22-11-1992.

TO BE COMPLETED BY LODGING PARTY  
 Notes (f) and (g)

LODGED BY		LEGALITIES PTY. LIMITED 1ST FLOOR, 222 MACQUARIE ST SYDNEY 2000 DX 725 SYDNEY PH: 221.8868 FAX: 221.7857		LOCATION OF DOCUMENTS	
CT	OTHER	CT	OTHER	CT	OTHER
(No)		(No)	Deed		Herewith.
			Book		In L.T.O with
					Produced by
Checked OLH S.Y.	Passed	REGISTERED - - 19		Secondary Directions	
Signed	Extra Fee	605m M.D.-BE		Devery Directions	

OFFICE USE ONLY

*20/11/92*  
*NIC*

RP 65  
 1988

INSTRUCTIONS FOR COMPLETION

This form is to be used only if no other approved form is appropriate for the purpose and should be lodged by hand at the Land Titles Office

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure, the words rejected are to be ruled through and initialled by the applicant in the left hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the applicant and the attesting witness.

Rule up all blanks

The following instructions relate to the side notes on the form.

(a) Description of land. (If the request is only in respect of a registered dealing, rule through this panel.)

- (i) TORRENS TITLE REFERENCE.—For a Manual Reference insert the Volume and Folio (e.g., Vol. 8514 Fol. 126). For a Computer Folio insert the Folio Identifier (e.g. 127C1924).
- (ii) PART/WHOLE.—If part only of the land in the folio of the Register is the subject of the request, delete the word "WHOLE" and insert the lot and plan number, portion, etc.
- (iii) LOCATION.—Insert the locality shown on the Certificate of Title/Crown Grant, e.g. at Chelsea. If the locality is not shown, insert the Parish and County e.g. Ph. Llanore Co. Flous.

(b) Registered dealing. (If request is only in respect of a folio of the Register, rule through this panel.) Show the registered number of the dealing and the title reference affected thereby, e.g. Lease—V123456—Vol. 8514 Fol. 126

(c) Show the full name and address of the applicant.

(d) Set out the terms of the request.

(e) Execution.

- GENERALLY (i) Should there be insufficient space for the execution of this request, use an annexure sheet.
- (ii) The certificate of correctness under the Real Property Act, 1900, must be signed by the applicant, who should execute the request in the presence of an adult witness, not being a party to the request, to whom he/she is personally known. The solicitor for the applicant may sign the certificate on behalf of the applicant, the solicitor's name (not that of his/her firm) to be typewritten or printed adjacent to his/her signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
- ATTORNEY (iii) If the request is executed by an attorney or the applicant pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g. "AS by his/her attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. No.
- AUTHORITY (iv) If the request is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the application has been executed.
- CORPORATION (v) If the request is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g. in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his/her position (e.g. director, secretary) in the corporation.

(f) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title or duplicate registered dealing. List, in an abbreviated form, other documents lodged, e.g. stat. doc. for statutory declaration.

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FIRST SCHEDULE DIRECTIONS

(a)	(b)	(c)	SECOND SCHEDULE AND OTHER DIRECTIONS		
FOLIO IDENTIFIER	DIRECTION	NAME	(d)	(e)	(f)
			NOTFN TYPE	DEALING NUMBER	DETAILS
	ON	EA			BR 3857 No 942 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE <del>PART</del> PIECE OF LAND SHOWN AS RIGHT OF WAY 12.19 WIDE, 9.145 WIDE AND VARIABLE IN THE TITLE DIAGRAM.
ET NOCT					

22 NOV 91 11 57

BK38570942

**B**  
THIS DEED made the 5<sup>th</sup> day of April One thousand nine hundred and eighty-nine BETWEEN STATE RAIL AUTHORITY OF NEW SOUTH WALES (a Corporation constituted by the Transport Administration Act, 1988) of 11-31 York Street, Sydney in the State of New South Wales (hereinafter called "the Grantor") of the one part ANE JANYON PTY. LIMITED a Company duly incorporated and having its registered office at 32A Oxford Street, Sydney in the said State (hereinafter called "the Grantee") of the other part

WHEREAS:

- A. The Grantor is the owner in fee simple of the land contained in Conveyance No. 550 Book 943 and No. 983 Book 936 (hereinafter called the "Servient Tenement").
- B. The Grantee is the beneficial owner and entitled to become the registered proprietor in fee simple of the land comprised in Folio Identifier 1/775808 (the "Dominant Tenement").
- C. The Grantor agrees to grant to the Grantee a right of way shown as Right of Way 12.19 wide, 9.144 wide and variable on Deposited Plan 542761 (the "Right of Way") over the Servient Tenement and appurtenant to the Dominant Tenement as and from the date of this Deed.

WITNESSETH:

1. In consideration of the sum of SIX MILLION DOLLARS (\$6,000,000.00) (being the same consideration referred to in the Agreement for Sale made 26th September, 1988 between the Grantor and the Grantee and being part of the consideration referred to in Transfer of even date herewith between the same parties pursuant to the said Agreement aforesaid as relates to the sale and purchase of Lot 1 in Deposited Plan 775808) (the receipt whereof is hereby acknowledged) the Grantor as beneficial owner hereby grants to the Grantee an easement, being the right of way over the Servient Tenement shown as Right of Way 12.19 wide, 9.144 wide and variable in Deposited Plan 542761, the terms of the easement being contained in the Schedule One hereto.
2. The Grantor and the Grantee covenant relating to the repair and maintenance of the easement as specified in the Schedule Two.
3. It is agreed that:-
  - (a) That the land to which the benefit is appurtenant is the Dominant Tenement.
  - (b) The land which is subject to the burden of the easement is the Servient Tenement.
  - (c) The owners in fee simple for the time being of

**B**

the Dominant Tenement have the right to release, vary or modify the easement.

- (d) There are no persons whose consent is required to a release, variation or modification of the easement.
- (e) The expressions "Grantor" and "Grantee" include that party's successors and assigns.

SCHEDULE ONE

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the Dominant Tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him to go, pass and repass at all times and for all purposes with or without vehicles to and from the said Dominant Tenement or any such part thereof.

SCHEDULE TWO

- 1. The Grantor and the Grantee covenant and it is a condition of this easement that, for the duration of the easement, the Grantee will at all times maintain and repair the Right of Way in a proper state of repair and condition.
- 2. The cost of maintenance and repair of the Right of Way shall be borne by the Grantee.

IN WITNESS WHEREOF the Grantor has executed this Deed the day and year first hereinbefore written.

*M. McLeach*

FOR AND ON BEHALF OF  
STATE RAIL AUTHORITY OF NEW SOUTH WALES

AUTHORISED OFFICER

*[Signature]*

a3160

REGISTERED IN THE  
LAND TITLES OFFICE



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## APPENDIX D – AERIAL PHOTOGRAPHS

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CROWN  
COPY N.S.W.  
LANDS PHOTO  
LOG-E



8,350' ASL  
114.44 mm.



CUMBERLAND RUN 19E  
1965 SERIES 29.8.65

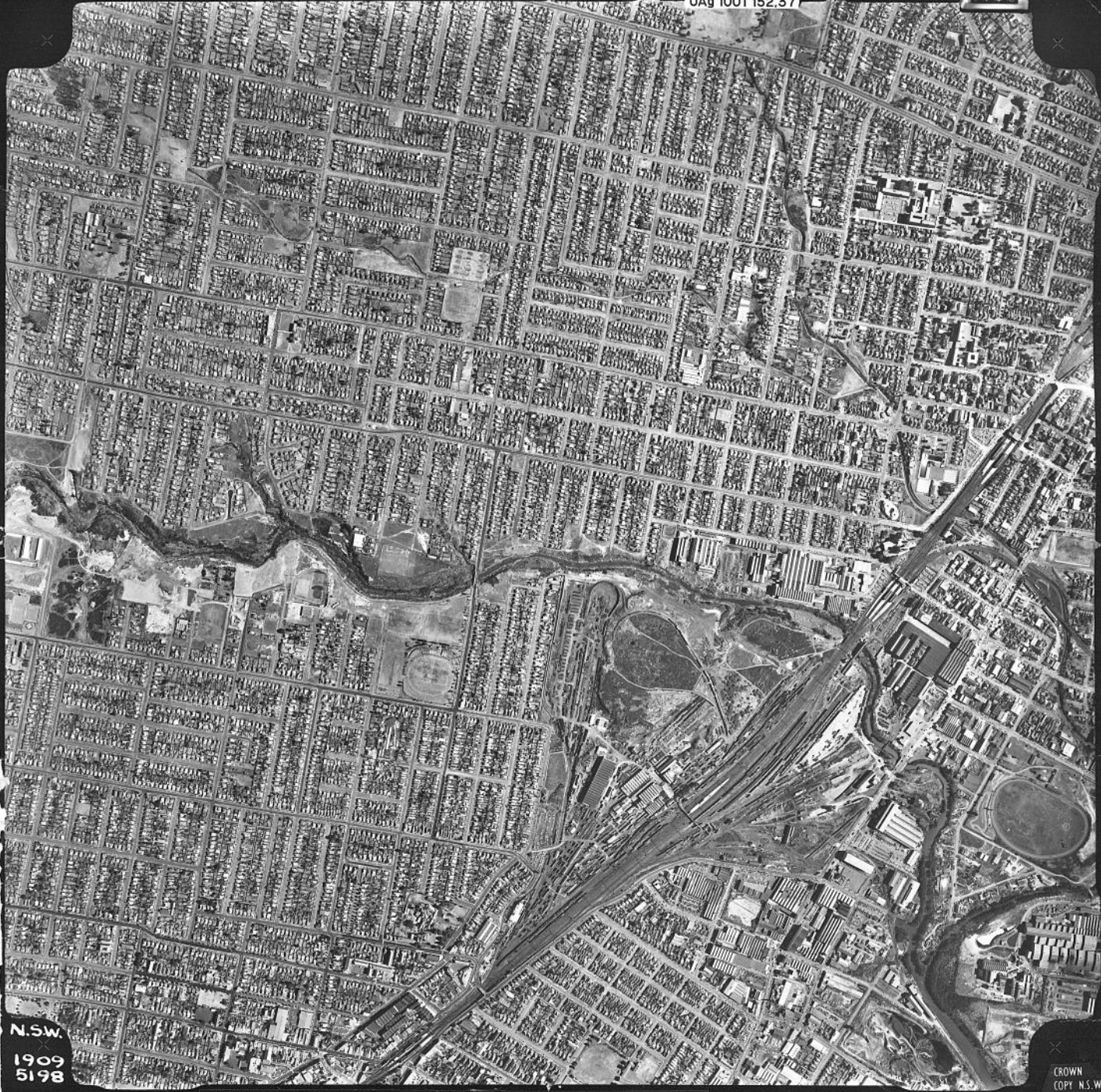


11.5 Ag  
114.44

N.S.W.  
1404  
5020

UAg 1001 152.37

176



N.S.W.  
1909  
5198

CUMBERLAND  
1970 SERIES

RUN 16W  
7.7.70

7.500A-S-L  
152.37 M. M  
→

NSW 1909

CROWN  
COPY N.S.W.  
LANDS PHOTO  
LOG-E

UAG 1002 152 36



PORT JACKSON  
MOORINGS  
NSW 2011



RUN 8  
28.4.72

4.800'A.SL  
152.36MM

1ST C

UAa 1025 151.45

875



NSW  
2327  
89

PENRITH  
NSW 2327



RUN 6  
6.8.75



6706 M. ASL  
151.45 MM

IST COPY

CROWN  
COPY N.S.W.  
LANDS PHOTO

NSW  
2415  
110



SYDNEY ISG (PARRAMATTA-  
SYDNEY) 1:16 000  
(MISC 964) NSW 2415

RUN 3  
14-11-76

2499m ASL  
151.45mm



1ST COPY

CROWN  
COPY N.S.W  
LANDS PHOTO



756

14-11-76



COUNTY OF CUMBERLAND  
1:16000 (ISG) 1978  
(MISC. 1029) NSN 2713

RUN 15  
6-5-78

2590 m asl  
151.45mm

NSN  
2713



KODAK SAFETY FILM

KODAK SAFETY FILM

UAG 1025 151.45



NSW  
3242  
31

SYDNEY (M1474)  
1:16000 Approx. Scale  
NSW3242

RUN 21  
10-08-82  
01-48

2560 M ASL  
151.45 mm



Department of Land and Surveying  
Sydney, Australia

MSN  
3528  
85

SYDNEY ISG  
1:16000 Approx. Scale  
NSW3528 (M1742)

RUN 21  
03-08-86  
68-114

153.10 mm  
→

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19

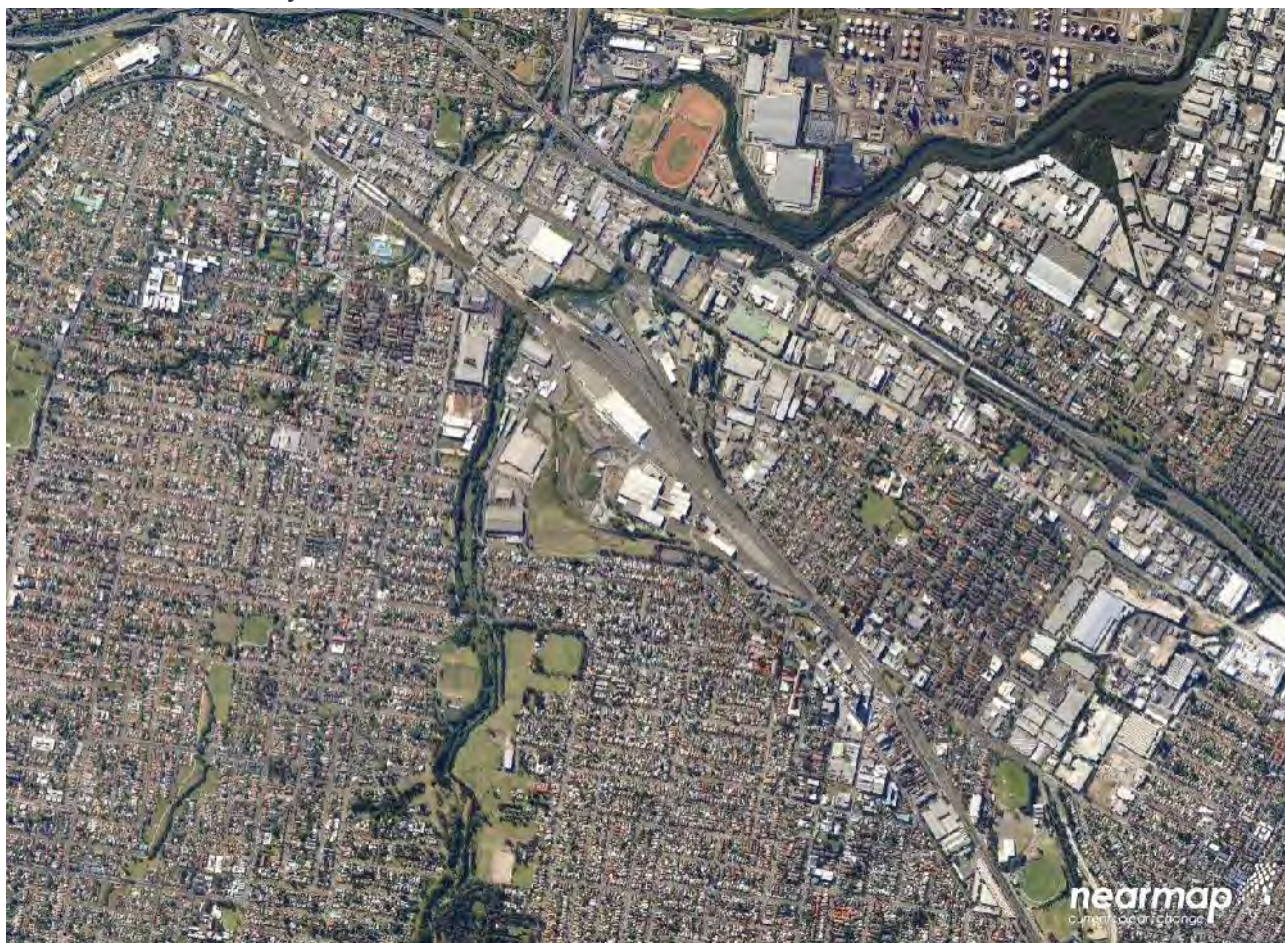
LAND 3057 ER10

Date: Sat, 14 Nov 2009

Notes:



Date: Wed, 09 May 2012      Notes:



Date: Fri, 21 Nov 2014

Notes:



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**APPENDIX E – REMEDIATION ACTION PLAN (JBS&G, 2013)**

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**BLUESCOPE STEEL LIMITED & SMORGON STEEL  
GROUP**

Report & Remedial Action Plan

300 Manchester Road  
Auburn NSW

12 December 2013





**BlueScope Steel  
Limited & Smorgon  
Steel Group Limited**

Report & Remedial Action

300 Manchester Road  
Auburn NSW

12 December 2013

DOC. REF: SG111910 RP01  
REVISION 8

## EXECUTIVE SUMMARY

This document is a Remedial Action Plan (RAP) prepared by JBS&G (VIC & SA Pty Ltd) (JBS&G) for the site located at 300 Manchester Road, Auburn NSW (the site). The RAP has been prepared to address the asbestos contamination identified in soils at the site.

The site is comprised of two main areas, the Southern (Smorgon) site and Northern (Fosters) site which are contained within Allotment 11 Deposited Plan 1166540, of approximately 8.3 ha.

Bluescope Steel Limited (Bluescope) purchased the Smorgon Steel Distribution business from Smorgon Steel Group Limited (Smorgon) in August 2007 as part of a Share Sale Agreement (Sale Contract) between the two parties. That agreement contained various provisions relating to the commissioning of an environmental assessment of the site and the identification of contamination exceeding certain triggers.

A Phase 2 environmental site assessment (ESA) and targeted additional asbestos, soil and groundwater investigations have been undertaken at the site between 2008 and 2011 to identify whether contamination exists which satisfies the various contamination triggers set out in clause 14.3 of the Sale Contract.

Those investigations have identified contamination which triggered the clause 14.3 triggers namely, asbestos at the site at the surface and throughout subsurface deep fill materials to depths of 3-4m, and an ongoing source of further contamination by way of a roof in poor condition giving rise to ongoing asbestos contamination. It is noted that site works to remove the ACM roofing and wall materials from the site have been completed since these investigations were completed. The soil contamination, is considered:

- “to pose an unacceptable risk of harm to human health and the Environment” (clause 14.3(a)).
- “inconsistent with the on-going use of the Property for the current use at Completion” (clause 14.3(b)).
- “for leased Property, at levels which will result in a breach of that relevant lease or an obligation to clean-up that Contamination at the Property at the end of the lease term”. We expect given the asbestos identified that this may be the case and we understand that a lease is in place to BlueScope.”

Given this asbestos contamination was identified JBS&G was required as the Environmental Consultant under the Sale Contract, to prepare pursuant to clause 14.3(j) and (k) a document which complied with the following requirements:

- “...the Environmental Consultant shall prepare a report, setting out the remedial works which, in his professional opinion and having regard to the policies and practices of the Governmental Authority and the Environmental Laws in the relevant State, should be undertaken in relation to that Contamination to correct the circumstances identified in clause 14.3(a) to (e) (‘Clean-up Works’). “

- “the report prepared by the Environmental Consultant pursuant to clause 14.3(j) must include a detailed remedial action plan for the clean-up of the Contamination including without limitation the remedial methods and clean-up validation criteria to be adopted, to enable the Buyer to let a contract for those works to be undertaken.”

This document is intended to comply with those requirements and is referred to as a “RAP” - remedial action plan. The document primarily focuses on the asbestos contamination at the site, but also considers the subsurface contamination identified within soils at the site such as heavy metals and total petroleum hydrocarbons. Whilst these soils are not considered to pose an unacceptable risk to users of the site consistent with its current use and the sealing of the site, they will be included within the long term environmental management plan for this site.

To correct the circumstances in 14.3(a) and (b) and to comply with the other requirements for the RAP in clauses (j) and (k) JBS&G has considered a broad range of remediation options ranging from full excavation and disposal off-site, to full containment in-situ. These have been evaluated based on:

- the policies and practices of the NSW Office of Environment and Heritage; and
- the Environmental Laws in NSW;

Those policies and practices and compliance with environmental laws has meant that JBS&G has had regard to various laws, policies and practices including:

- the Guidelines for the Assessment, Remediation and Management of Asbestos-Contaminated Sites in Western Australia (WA DOH (2009)), referred herein as the “Guideline”, to appropriately manage the asbestos risks into the future;
- Consultants Guidelines. Guidelines for Consultants Reporting on Contaminated Sites. NSW Office of Environment & Heritage. August 2011.
- SEPP 55 – Remediation of Land. Planning Guidelines. Managing Land Contamination. Department of Urban Affairs and Planning & Environment Protection Authority. 1998.
- comparison with the site specific contamination objectives for on ongoing operation commercial/industrial site;
- the requirements of the NSW Site Auditor, Mr Andrew Kohlrusch of GHD, who is currently auditing the site following notification of the site to EPA. EPA has indicated that they expect the requirements of the Auditor to be met following the notification of the site after BlueScope became the Lessee.

Applying the above, the preferred Remedial Action adopted for the site will primarily involve capping of the entire site with an appropriate surface for the ongoing commercial/industrial use of the site (eg. Bitumen, concrete, paving, minimum of 200 mm clean fill and a geotextile fabric layer or combination thereof) and removal of any ongoing potential asbestos contamination sources (i.e. Remediation of any asbestos containing site structures with the potential to degrade and ‘recontaminate’ the site surface).

To facilitate this outcome the remediation works will include a combination of building ACM removal and excavation, consolidation of ACM impacted soils into designated containment areas and placement of marker layers and surface capping across the entire site to achieve long term in-situ management which in conjunction with a Site Environmental Management Plan will mitigate any unacceptable risks posed by the subsurface asbestos materials.

#### Remediation Action Plan - Overview:

The RAP has been reviewed by the NSW Site Auditor, and outlines the required works to be undertaken which will form the basis for preparation of the suite of remediation documentation required for the site for implementation. The proposed remediation approach will include:

- Preparation of required approvals and management plans to address occupational health, safety and environmental requirements including air quality and site/community notification programs.
- Preparation of all required preliminary documentation required within this RAP including a Specifications including Geotechnical and Civil works requirements for all containment areas and excavation areas to ensure a suitable final site condition (subgrade and pavement design etc.), a Sampling and Validation Plan and detailed final site condition plan based on stakeholder consultation of RAP.
- Preparation of the site surface to facilitate placement of the selected capping layers to the appropriate thickness and final elevation, as required in the Specification, including:
  - Excavation of all shallow Potential Asbestos Contaminated Soils (PACS) within unsealed areas of the site, not designated as containment areas
  - Placement of a geotextile marker layer (where required in selected appropriate areas).
  - Backfill and compaction of excavated areas with suitable base material for placement of preferred capping surface treatment (bitumen, paving, concrete or geotextile fabric layer and a minimum thickness of 200 mm “clean” fill capping).
  - Installation of surface treatment (bitumen, concrete, or geotextile fabric layer and a minimum thickness of 200 mm “clean” fill capping).
- Construction and survey of containment area including grading, stormwater management, geotextile marker layer and “clean” capping layer on excavated areas where preferred surface treatment will be unsealed (i.e. vegetation, grass, landscaping etc.).
- A ‘visual thickness validation assessment’ will be completed and reported by an appropriately qualified independent person. A pre-and post-remediation topographic survey will be completed.
- Preparation and implementation of a Site Management Plan for the long term management of risks posed by the residual subsurface asbestos and other identified contaminants as required (heavy metals, TPH).

JBS&G notes that clause 14.3(l) of the Sale Agreement requires us to provide a copy of this report / RAP to both BlueScope and Smorgon. Following the provision of this document it is then up to BlueScope to elect whether to undertake all or part of the Clean-up Works.

It is noted that the RAP works to remove the building roofing and walls ACM have been completed in 2012.

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## APPENDIX A

[Appendix A Summary of Soil Asbestos Testing Results](#)

[Appendix B Asbestos Removal Validation Documentation](#)

[Appendix C Remediation Design Documentation](#)

[Appendix D Landscaped Areas Capping Cross Section Design](#)

**DOCUMENT INFORMATION**

Rev.	Status	Date	Company	Name
0	Draft	20 September 2011	BlueScope	
			Mallesons Stephen Jacques	Mr Stephen Davis
			Soil and Groundwater Consulting	File
Doc Ref: SG111910_RP01_MSJ_Bluescope_Auburn RAP_Rev0_200911				
1	For Review	16 November 2011	BlueScope	
			Mallesons Stephen Jacques	Mr Stephen Davis
			GHD - Auditor	Mr Andrew Kohlrusch
			Soil and Groundwater Consulting	File
Doc Ref: SG111910_RP01_MSJ_Bluescope_Auburn RAP_Rev1				
2	For Issue	23 November 2011	BlueScope	Ms Emma Miller
			Mallesons Stephen Jacques	Mr Stephen Davis
			GHD - Auditor	Mr Andrew Kohlrusch
			Soil and Groundwater Consulting	File
Doc Ref: SG111910_RP01_MSJ_Bluescope_Auburn RAP_Rev2				
3	For Issue	6 December 2011	BlueScope	Ms Emma Miller
			Mallesons Stephen Jacques	Mr Stephen Davis
			GHD - Auditor	Mr Andrew Kohlrusch
			Soil and Groundwater Consulting	File
Doc Ref: SG111910_RP01_MSJ_Bluescope_Auburn RAP_Rev3				
4	For Review	November 2013	BlueScope	Ms Emma Miller
			Mallesons Stephen Jacques	Mr Stephen Davis
			GHD - Auditor	Mr Andrew Kohlrusch
			Soil and Groundwater Consulting	File
Doc Ref: SG111910_RP01_MSJ_Bluescope_Auburn RAP_Rev4				
5	For Review	November 2013	BlueScope	TBA
			JBS&G	File
Doc Ref: SG111910_RP01_MSJ_Bluescope_Auburn RAP_Rev5				
6	For Review	November 2013	BlueScope	TBA
			GHD - Auditor	Mr Andrew Kohlrusch
			JBS&G	File
Doc Ref: SG111910_RP01_MSJ_Bluescope_Auburn RAP_Rev6				
7	Final	December 2013	BlueScope	TBA
			GHD - Auditor	Mr Andrew Kohlrusch
			JBS&G	File
Doc Ref: SG111910_RP01_MSJ_Bluescope_Auburn RAP_Rev7				
8	Final	December 2013	BlueScope	TBA
			GHD - Auditor	Mr Andrew Kohlrusch
			JBS&G	File
Doc Ref: SG111910_RP01_MSJ_Bluescope_Auburn RAP_Rev8				



## 1 INTRODUCTION

This document is a Remedial Action Plan prepared by JBS&G (VIC & SA Pty Ltd) (JBS&G) for the site located at 300 Manchester Road, Auburn NSW (the site).

The site is comprised of two main areas, the Southern (Smorgon) site and Northern (Fosters) site which are contained within Allotment 11 Deposited Plan 1166540, of approximately 8.3 ha.

Bluescope Steel Limited (Bluescope) purchased the Smorgon Steel Distribution business from Smorgon Steel Group Limited (Smorgon) in August 2007 as part of a Share Sale Agreement (Sale Contract) between the two parties. That agreement contained various provisions relating to the commissioning of an environmental assessment of the site and the identification of contamination exceeding certain triggers.

A Phase 2 environmental site assessment (ESA) and targeted additional asbestos, soil and groundwater investigations (the Further Investigation Works under the Sale Contract) have been undertaken at the site between 2008 and 2011 to identify whether any Contamination exists in, on, under or is emanating from the site which is:

- a. at levels which pose an unacceptable risk of harm to human health or the Environment;
- b. inconsistent with the on-going use of the site for the current use;
- c. in groundwater and migrating, or is likely to migrate within 12 months of the purchase (i.e. by 2 August 2008), beyond the boundary of the site;
- d. such that it triggers a statutory clean-up notice or remediation order being served in relation to the site by the relevant governmental authority (or would be in the opinion of the Environmental Consultant acting reasonably, trigger such a notice or order if the relevant governmental authority was made aware of the Contamination); or
- e. at levels which will result in a breach of that relevant lease or an obligation to clean-up that Contamination at the site at the end of the lease term.

The definition of contamination used in the Sale Contract is:

*“Contamination means the presence in, on or under the land, whether in soil or groundwater, of a substance (whether solid, liquid or gas) at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, or the presence of asbestos or other hazardous materials in buildings or equipment on any Property”*

Those investigations have identified Contamination which triggered the clause 14.3 triggers namely, asbestos at the site at the surface and throughout subsurface deep fill materials to depths of 3-4m and an ongoing source of further contamination by way of a roof and structures in poor condition giving rise to ongoing asbestos contamination. That contamination and the roof and structures, as an ongoing source, is considered:

- “to pose an unacceptable risk of harm to human health and the Environment” (clause 14.3(a)).
- “inconsistent with the on-going use of the Property for the current use at Completion” (clause 14.3(b)).
- “for leased Property, at levels which will result in a breach of that relevant lease or an obligation to clean-up that Contamination at the Property at the end of the lease term”. We expect given the asbestos identified that this may be the case and we understand that a lease in is place to BlueScope.”

For example, the Environ ESA described the overall site split into a southern portion occupied by Smorgon Steel Distribution (‘Smorgon site’) and a northern portion historically used as a Fosters Group Limited distribution facility which has since been vacated (‘Fosters site’). Asbestos contamination was identified on the Smorgon site as meeting one or more of the triggers (a) – (e) above. The ESA concluded:

*“The site (Smorgon site) in its current condition presents a potential risk of harm to site occupants due to the presence of asbestos fibres and ACM fragments in unsealed shallow soil on the Smorgon site.... It is recommended that some form of remediation/ management is required to prevent exposure of site occupants to asbestos fibres in soil.”*

The ESA report also indicated that asbestos fibres were identified on the Fosters site within deep fill materials and beneath some buildings. Given the low accessibility of these locations, the fibres did not currently pose an unacceptable risk of harm to the human health of site occupants. This asbestos contamination can be managed going forward by an Environmental Management Plan (EMP) and site asbestos register, which would address risks to human health and the environment in the event of subsurface maintenance works in the affected areas.

Some asbestos containing materials (ACM) were also identified on the western side of the Fosters site during the HMS. Environ recommended the removal of these fragments.

Some heavy metal and hydrocarbon contamination was also identified on the site but this was determined not to be limiting to the ongoing current use of the site for commercial and industrial use based on a statistical assessment of the contamination concentrations.

Given this identified Contamination JBS&G was required as the Environmental Consultant under the Sale Contract, to prepare pursuant to clause 14.3(j) and (k) a document which complied with the following requirements:

- “...the Environmental Consultant shall prepare a report, setting out the remedial works which, in his professional opinion and having regard to the policies and practices of the Governmental Authority and the Environmental Laws in the relevant State, should be undertaken in relation to that Contamination to correct the circumstances identified in clause 14.3(a) to (e) (‘Clean-up Works’). “

- “the report prepared by the Environmental Consultant pursuant to clause 14.3(j) must include a detailed remedial action plan for the clean-up of the Contamination including without limitation the remedial methods and clean-up validation criteria to be adopted, to enable the Buyer to let a contract for those works to be undertaken.”

This document is intended to comply with those requirements and is referred to as a “RAP” - remedial action plan.

To correct the circumstances in 14.3(a) and (b) and to comply with the other requirements for the RAP in clauses (j) and (k) JBS&G has considered a broad range of remediation options ranging from full excavation and disposal off-site, to full containment in-situ. These have been evaluated based on:

- the policies and practices of the NSW EPA / OEH; and
- the Environmental Laws in NSW;

Those policies and practices and compliance with environmental laws has meant that JBS&G has had regard to various laws, policies and practices including:

- the Guidelines for the Assessment, Remediation and Management of Asbestos-Contaminated Sites in Western Australia (WA DOH (2009)), referred herein as the “Guideline”, to appropriately manage the asbestos risks into the future;
- Consultants Guidelines. Guidelines for Consultants Reporting on Contaminated Sites. NSW Office of Environment & Heritage. August 2011.
- SEPP 55 – Remediation of Land. Planning Guidelines. Managing Land Contamination. Department of Urban Affairs and Planning & Environment Protection Authority. 1998.
- comparison with the site specific contamination objectives for on ongoing operation commercial/industrial site;
- the requirements of the NSW Site Auditor, Mr Andrew Kohlrusch of GHD, who is currently auditing the site following notification of the site to EPA under Section 60 of the Contaminated Land Management Act. EPA has indicated that they expect the requirements of the Auditor to be met following notification of the site by BlueScope.

## **1.1 RAP Overview**

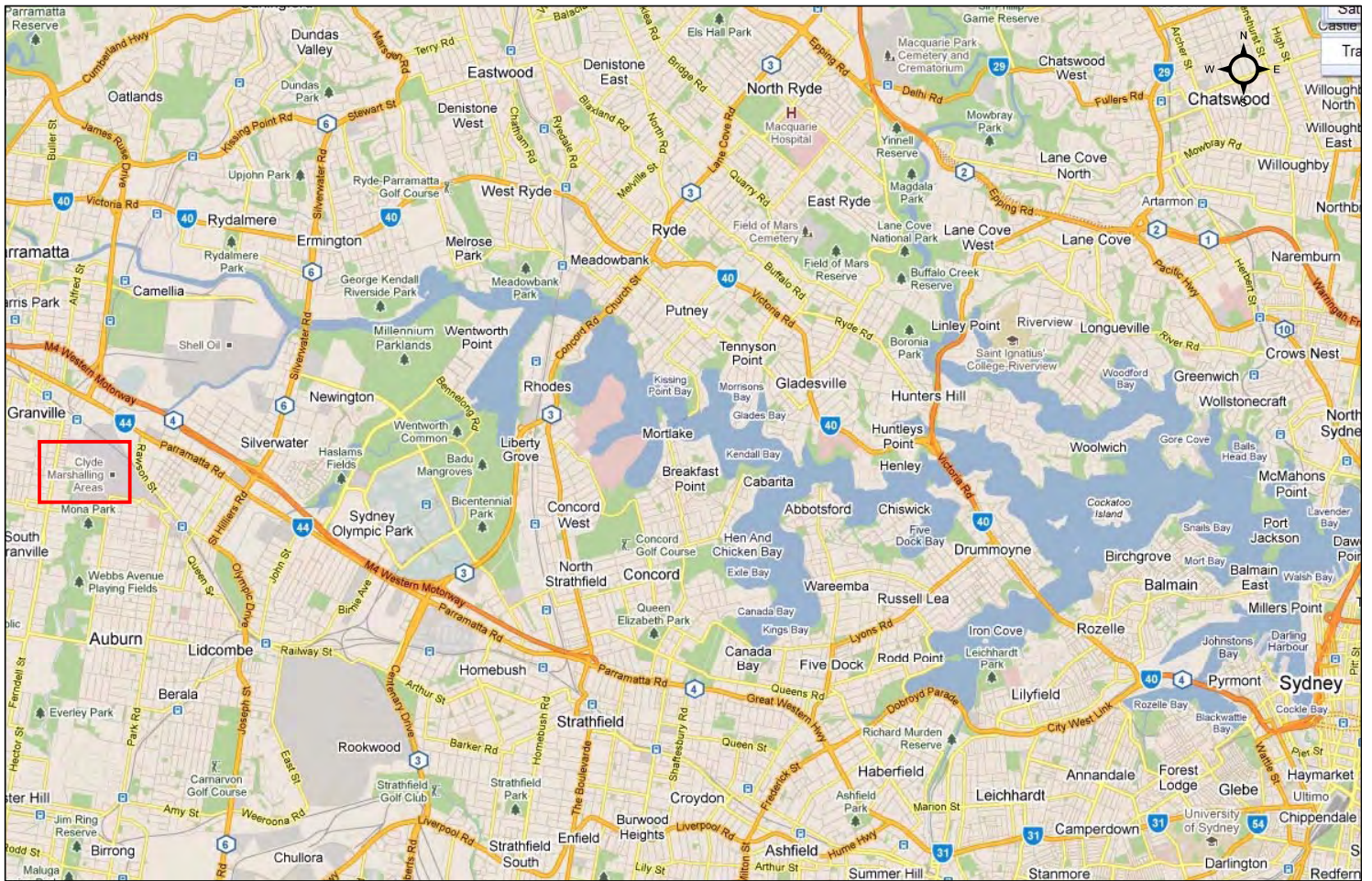
The preferred Remedial Action adopted for the site will include a combination of excavation, consolidation into designated containment areas and placement of marker layers and surface seal across the entire site to achieve long term in-situ management which in conjunction with a Site Environmental Management Plan will mitigate any unacceptable risks posed by the subsurface asbestos materials.


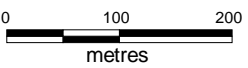
Following review of the RAP by the NSW Site Auditor and Janyon, the RAP will be finalised for the site for implementation. The proposed remediation approach will include:

- Preparation of required approvals and management plans to address occupational health, safety and environmental requirements including air quality and site/community notification programs.
- Preparation of all required preliminary documentation required within this RAP including Geotechnical Specifications for all containment areas and excavation areas to ensure a suitable final site condition (subgrade and pavement design etc.), a Sampling and Validation Plan and detailed final site condition plan based on stakeholder consultation of RAP.
- Excavation of all surface and shallow Potential Asbestos Contaminated Soils (PACS) within unsealed areas of the site, not designated as containment areas and placement of a marker layer (in selected appropriate areas).
- Placement of a geotextile marker layer and RAP compliant capping layer on excavated areas where the preferred surface treatment will be unsealed (i.e. vegetation, grass, landscaping etc.)
- Backfill and compaction of excavated areas with suitable base material for placement of preferred surface treatment (bitumen, paving, concrete or a geotextile fabric layer and minimum thickness of 200 mm of “clean” capping material (clay soil etc))
- Installation of surface treatment (bitumen, concrete or a geotextile fabric layer and minimum thickness of 200 mm of “clean” capping material (clay soil etc)).
- Construction and survey of containment area including grading, stormwater management, surface treatment and marker layer as required
- Preparation and implementation of a Site Management Plan for the long term management of risks posed by the residual subsurface asbestos.
- Remediation and ongoing management of site surfaces (site hardstand wet sweeping and emu picking or other appropriate methods) as required to mitigate current and prevent ongoing contamination of site surfaces with ACM.

The process of development and implementation of the RAP has been undertaken and documented in accordance with the relevant guidelines, particularly:

- Consultants Guidelines. Guidelines for Consultants Reporting on Contaminated Sites. NSW Office of Environment & Heritage. August 2011.
- SEPP 55 – Remediation of Land. Planning Guidelines. Managing Land Contamination. Department of Urban Affairs and Planning & Environment Protection Authority. 1998.



 <p><b>Soil &amp; Groundwater Consulting</b> 207 The Parade Norwood SA 5067 PO Box 3166 Norwood SA 5067 T: 08 8431 7113 F: 08 8431 7115</p>	File Name: Site Location.wor	Job No.: <b>SG0111910</b>	Project: <b>MSJ Bluescope - Auburn RAP</b>
	Version: Draft	<b>SITE LOCATION</b>	
	Datum: MGA Zone 56 (GDA 94)		
Baseplan: Photomaps by Nearmap	Drawn: TJB	Checked: ZD	Date: 8 July 2011
			Scale: 1 : 6,700  metres
			Sheet 1 of 1    A4 <b>FIGURE 1</b>

## 2 ROLES AND RESPONSIBILITIES

**Table 1 – Key Stakeholders Summary**

Role	Company	Representative	Roles and Responsibility
Principal / Lessee	BlueScope	BlueScope	<p>To provide</p> <ul style="list-style-type: none"> <li>▪ Management of agreement on preferred remedial option between BlueScope Steel, the landowner, and Smorgon Steel Group.</li> <li>▪ Management support for the project.</li> <li>▪ Liaison with site owner.</li> <li>▪ Management of financial contribution to remediation from BlueScope Steel and Site Owner, and where contractual thresholds exceeded, from Smorgon Steel Group Limited.</li> <li>▪ Engagement and liaison with DECC Accredited Auditor in relation to the approval of the RAP and the validation of RAP outcomes.</li> <li>▪ Manage publicity and other aspects of the project.</li> <li>▪ Management of OH&amp;S requirements during RAP.</li> <li>▪ Management of ongoing EMP's.</li> <li>▪ Communication to the on-site workforce on risks and their management while lessee.</li> <li>▪ Institution of appropriate interim asbestos risk management controls under RAP completed.</li> <li>▪ To develop and manage community liaison and ensure immediate neighbours and appropriate stakeholders in the wider community are informed about the works being undertaken.</li> <li>▪ To coordinate BlueScope Steel site personnel.</li> </ul>
Site owner	Jaynon Pty Limited	TBA	<p>Involvement in:</p> <ul style="list-style-type: none"> <li>▪ RAP approval.</li> <li>▪ Lot 11 DP 1166540.</li> <li>▪ EMP review and approval</li> <li>▪ Observance of EMP's and implementation of ongoing EMP's following Bluescope Steel Limited's tenancy.</li> </ul>
Regulatory	OEH	TBA	Management of broader environmental issues and public liaison, in conjunction with Council, where government response is required.
Regulatory	Auburn Council	TBA	Approvals of works as required by Council planning controls. Inclusion and long term implementation of planning controls on use of site and surrounds, as required. Public liaison, in conjunction with DECC, where government response is required.
Consultant / RAP implementation	JBS&G	Andrew Nunn	Develop the RAP in consultation with nominated parties. Overview the delivery of the RAP as required by the Principal/lessee.
Accredited Auditor	GHD	Andrew Kohlrusch	<p>Responsibilities include:</p> <ul style="list-style-type: none"> <li>▪ Approval of RAP</li> <li>▪ Approval of remediation validation report.</li> </ul>
Remediation Contractor	TBA	TBA	Complete scheduled remediation works in accordance with this RAP.
Previous tenant	Smorgon Steel Group Limited	Phil Ridgeway Corporate manager Environmental Sustainability	Unclear - to be clarified given Sale Agreement.

### 3 SITE SETTING AND SURROUNDING ENVIRONMENT

#### 3.1 Site Identification

**Table 2 – Site Details**

Category	Details
Street Address	300 Manchester Road, Auburn NSW
Certificate of Title and Property Description	Lot 11 DP 1166540
Owner	Janyon Pty Ltd
Area of Site	Approximately 8.3064 ha (Smorgon site: 4.3069 ha; Fosters site: 3.9995 ha)
Current Land Use	Steel cutting and distribution facility and vacated Fosters Distribution site
Municipality	Auburn Council
Zoning	IN1 General Industry

#### 3.2 Previous Environmental Reports

Soil and groundwater investigations have previously been undertaken at the site by both Environ Australia Pty Ltd (Environ), and JBS&G with the findings reported in:

- Targeted Soil and Groundwater Assessment - 300 Manchester Road, Auburn, New South Wales dated 23 June 2011. Ref: SG111910RP01 Rev0. Draft. Soil and Groundwater Consulting
- Additional Asbestos Investigation Report – 300 Manchester Road, Auburn, New South Wales dated 13 July 2010. Ref: SG091772RP01 Rev03. Soil and Groundwater Consulting
- Remediation Environmental Management Plan – 300 Manchester Road (West), Auburn, New South Wales dated 1 May 2009. Ref: SG091653RP02 Rev02. Soil and Groundwater Consulting
- Draft Remedial Action Plan – 300 Manchester Road, Auburn, New South Wales dated 28 May 2009. Ref: SG091653 Rev05. Soil and Groundwater Consulting
- Environmental Site Assessment – 300 Manchester Road, Auburn, New South Wales dated May 2008. Ref: AS120750. Environ Australia Pty Ltd (Environ, 2008).

In addition, the following reports have also been prepared for the site:

- Hazardous Buildings Materials Survey Report – Smorgon Steel and CUB/Fosters Sites, 1 Manchester Road, Auburn NSW dated 5 May 2008. Ref (10-6119/01/HMR. Heggies Pty Ltd.
- Interim Environmental Management Plan for Bluescope Steel Ltd Auburn dated 9 October 2008, (Ref: 6927-E1 202/0), RCA Australia

Previous investigations have included the following:

- Site history investigation;
- Intrusive soil investigations;
- Asbestos investigations (the southern portion of the site only) and preparation of RAP document, which presents a range of measures for consideration. The final preferred remediation method was still being discussed by Stakeholders; and
- Groundwater investigations.

These reports should be referred to for the detailed information regarding the previous site investigations.

The most recent targeted investigations which supplemented the existing soil and groundwater assessment works (S&G, 2011) undertaken at the site indicated the following regarding the environmental assessment of the site:

- Asbestos is present in surface soils at the Fosters site, in addition to the known presence in surface and subsurface soils at the Bluescope site.
- Heavy metals and TPH (total petroleum hydrocarbons) concentrations in subsurface soils appear associated with extremely heterogeneous historical fill placed at the site, and inherent variability in the heavy metal, PAH (polycyclic aromatic hydrocarbons) and TPH concentrations which have been reported in soils across the site.
- Specifically, elevated concentrations (Environ, 2008) reported in previous investigation locations F12 and F34 were reported significantly lower in this sampling event and limited in vertical and lateral extent, although still exceed adopted investigation levels.
- No volatile constituents are present in surface soils, and leachability testing has demonstrated all analytes exceeding adopted investigation levels are relatively immobile.
- Groundwater investigations have confirmed the presence of some elevated heavy metals concentrations. Assessment of these concentrations and neighbouring groundwater characteristics indicate these concentrations are likely to be associated with background levels and do not warrant further assessment.
- A summary of the soil investigation data including analytical results and soil bore location is included in Appendix A.

Based on the above results, and previous environmental work conducted at the site, the following was recommended:

- Preparation of a RAP (this document) to address the risk posed by the presence of asbestos in site soils.



The Auditor based on the additional review of neighbouring groundwater, does not require any further groundwater heavy metals sampling and assessment. However, the Auditor recommended that groundwater hydrocarbon assessment around the possible onsite underground storage tank(s) may be needed upon assessment of this area in accordance with relevant guidelines and regulations.

### **3.3 Site Condition and Surrounding Environment**

The site is comprised of two relatively equal portions, the southern portion operated by Bluescope Steel, and the northern portion formerly operated by Fosters.

A site layout plan based on the most recent aerial photograph imagery of the site is presented as Figure 2.

Both sites are predominantly covered by large warehouse style buildings or hardstand (bitumen / concrete). Some unsealed areas are present, generally directly surrounding the building structures as garden beds.

The site is relatively flat with a slight gradient down to the west and south. The topography on the Smorgon site has been modified in order to drain site surface waters into drains connected to the stormwater system. Significant filling has been undertaken at the rear (northern portion) of the Fosters site to the extent that this area is elevated above surrounding areas.

Duck River is located to the west of the site and is aligned in a general north-south direction, roughly parallel with the site.

#### **3.3.1 Southern (Bluescope) Site**

The Bluescope site has been used primarily for storage and distribution of steel products, with the exception of some cutting of steel to length. The saws used for cutting are located inside and outside of the main warehouse.

The Bluescope site comprises an office block on the southern boundary, a main warehouse constructed of brick and fibre cement sheeting and a second warehouse on the northern portion, an external steel cutting shed on the western boundary, a largely bitumen sealed storage area to the north of the main warehouse, a transformer and diesel AST located on the eastern boundary and a bitumen sealed car park on the southwest corner.

A 1,000L above ground waste oil tank was located in southwest corner of the main warehouse along with an associated flammable goods cupboard and 205L oil drums.

The historic asbestos survey information for both site areas indicates exterior building materials including walling and roofing include asbestos contained materials (chrysotile and amosite asbestos has been confirmed). The building cladding and roofing asbestos materials have been removed and validated by others in 2012.

### **3.3.2 Northern (Fosters) Site**

The Fosters site has also been used for the storage and distribution of products related to the Fosters Group Limited business activities. No processing has been undertaken on this site.

The Fosters site consists of a main warehouse situated on the central southern area of the Fosters site with an open sided metal awning to the west. No asbestos was confirmed in exterior or interior building materials on the Fosters site during the Hazardous Material Survey (Heggies, 2008), with the exception of two small areas (1m<sup>2</sup>) which were presumed to be asbestos containing materials.

The northern part of the Fosters site has been filled and consists of a relatively degraded bitumen covered storage area surrounded by grassed areas. A concrete sealed area is present to the south of the warehouse which also includes a workshop and chemical store to the southwest. The eastern boundary is largely unsealed and is also the location of a former diesel AST. A sealed car park is located on the southern boundary.

### **3.3.3 Surrounding Land Use**

The land uses surrounding the entire site include:

- North: New rail siding under construction.
- East: Vacant land (zoned industrial) to the east of the Bluescope site, and Railcorp land including rail sidings to the east of the Fosters site.
- South: Manchester Road and, further, residential properties and an auto-workshop to the southwest.
- West: A private road, Railcorp land and, further, Duck River.

## **3.4 Geology and Hydrogeology**

A summary of the geology and hydrogeology for the site is presented below., Detailed information is contained within the previous investigation reports.

S&G most recent investigations confirmed historical investigation reports that fill was present in all boreholes to depths of greater than 2.5 m below ground level and previous investigations have identified fill to 4m in some areas of the site. Fill material generally consisted of interspersed layers of grey silty sandy gravels, black silty sand / silty clay and black / brown gravelly sand. The fill material is underlain by natural soil consisting of medium plasticity silty clay was present to the maximum depth of 8 m.

Standing water levels (SWL) typically vary across the site between 2m and 4m below ground level. Groundwater flow across the site is variable, but generally appears to flow towards the Duck River, which is consistent with hydrological expectations for the area. Some areas of local flow are noted within the site. .

### **3.4.1 Regional Geology**

The site is located on the boundary of two geological units, being Ashfield Shale (dark grey shale and laminite which typically weathers to form clays of medium to high plasticity) and stream alluvial and estuarine sediment (typically comprises silty to peaty quartz sand, silt and clay within this geological unit).

In addition, the ESA (Environ, 2008) suggests the site was located on the boundary of residual soils and disturbed soils. The disturbed soils were described as “areas of cleared vegetation, filled with soil or waste, and generally turfed.” This was considered consistent with the site history which indicated that the site was originally reclaimed prior to its use as railway yards.

The ESA report (Environ, 2008) went on to state that “soil conditions at the site are inferred to comprise fill, possibly including waste materials, overlying alluvial sediments or clay and shale bedrock.”

### **3.4.2 Regional Hydrogeology**

The ESA (Environ, 2008) indicates that 11 registered bores were identified within a 1 km radius of the site, all of which were located to the north-northeast of the site and were installed for test and monitoring purposes. Drilled depths ranged from 6 – 19.6 m below ground level (BGL) which intersected a clay and shale lithological unit. Only the deepest bores reported a standing water level which was 3.5 m BGL and with very low yields.

The nearest surface water receptor to the site is the Duck River, which is located to the west of the site and varies between 40 m at its closest to 130 m at its furthest point from the western site boundary. The Duck River is a tributary of the Parramatta River which discharges into Port Jackson.

## 4 SITE CONDITION

Environmental Site Assessments completed in 2008, 2010, and 2011 have identified a range of soil and groundwater concentrations in excess of adopted health based screening levels for commercial/industrial uses, particularly:

- Asbestos including surface and subsurface Asbestos Containing Materials (ACM), Asbestos Fibres (AF) and Friable Asbestos (FA).
- Heavy metals and hydrocarbon based impacts in subsurface soils and groundwaters.

### 4.1 Asbestos

The Environ ESA identified asbestos in site soils which was considered to present an unacceptable risk, and subsequently a more detailed targeted assessment of asbestos in site soils was completed in 2010 on the Southern (Smorgon/Bluescope) site (S&G, 2010).

A summary of the quantitative asbestos analysis for the 115 samples analysed from the Southern Bluescope site in 2010, which are shown in Figure 2 included:

- % w/w asbestos were generally well below the WA DOH soil asbestos investigation criteria for ACM of 0.05% for a commercial/industrial land use setting with only two of one hundred and fifteen primary samples analysed exceeding the criteria.
- Asbestos fibres were detected in 28 samples at concentrations in soil calculated in excess of the WA DoH guideline for any land use type of 0.001% w/w, and ranged from 0.00101 %w/w (F\_0.25, K\_0.25) to 0.05517% w/w (N\_0.75).

Of the 28 samples which reported asbestos fibres in excess of the guideline, 18 were collected from shallow depths between 0.1m and 0.35m (ie surface samples). The asbestos sampling depths in the 2010 investigations were defined by a sampling strategy prepared by others, and it is noted that no surface sampling was undertaken. On this basis, and based on the historical and recent sampling results and on ongoing degradation of site structures containing asbestos, it is accepted that all surface soils may contain asbestos fibres and this RAP has been developed on this basis.

The maximum reported concentration of AF was 0.05517% w/w (N\_0.75), which is below what is referred to in the WA DoH guideline as 'heavy contamination' (0.1% w/w) or 'hotspot' contamination (10%).

It is noted however that no samples were collected from the 0 – 0.1m interval, which would be a primary driver in a quantitative assessment of risks posed by surface soils.

Targeted assessment of the Northern (Fosters) site was recently undertaken (S&G 2011) which included the collection of 15 surface samples (A1-A15) from unsealed areas across the site as shown in Figure 2. Two of these samples identified the presence of amosite and/or chrysotile asbestos in surface soils.

A summary of the asbestos testing results are included in Appendix A.

## **4.2 Additional Contaminants of Concern**

Targeted investigations were completed in May 2011 to assess the significance of some heavy metal, PAH and TPH based soil and groundwater contamination. Elevated concentrations of selected contaminants were confirmed to be present above adopted commercial/industrial assessment levels in isolated hotspots. However, screening level risk assessment of these concentrations recognised that a low risk to human health is posed by these soils given their depth and non-volatile properties and therefore limited potential exposure.

### **4.2.1 Hydrocarbons and Heavy Metals**

The targeted hot spot soil investigations identified elevated concentrations of heavy metals and heavy fraction TPH identified in soils in the vicinity of F12 and F34, and potentially in other subsurface fill materials are not considered likely to present an unacceptable human health risk in an ongoing commercial setting given that:

- The soils have been delineated to be contained within a relatively limited lateral and vertical extent at selected locations across the site.
- The nature of heavy metals impacts are such that they are not volatile and therefore do not present an inhalation risk.
- The elevated TPH concentrations are unlikely to present unacceptable human health risk via inhalation in a commercial setting given that TPH concentrations reported are primarily in the C15-C36 fraction which are significantly less volatile than the C6-C9 fraction.
- The elevated concentrations are present in the subsurface of a predominantly sealed site and therefore exposure to these soils is likely to be minimal.
- Soils heavy metals leachability testing has indicated a limited potential for leaching.

In addition, heavy metals in excess of EIL are not considered to present a significant ecological risk in a commercial setting, particularly as many of the reported concentrations are in the subsurface and have been shown to be immobile in soils. However, the design of proposed landscaping areas should consider suitability of growing media and plant species for to the commercial land use scenario.

A summary of the soil analytical results and soil bore locations completed by S&G in 2011 is contained in Appendix A.



**Legend**

- Site Boundary
- Soil Borehole
- S Asbestos At Surface (0 - 0.1 Metres)
- SB Asbestos At Subsurface (>0.1 Metres)

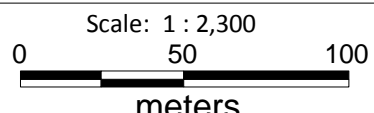


**Soil & Groundwater Consulting**  
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File Name: Asbestos S SB.wor  
 Version: Revision 1  
 Datum: MGA Zone 56 (GDA 94)  
 Baseplan: Photomaps by Nearmap

Job No.: **SG111910**  
 Title: **INVESTIGATION LOCATIONS WITH ASBESTOS RESULTS - SURFACE AND SUBSURFACE**  
 Drawn: TJB  
 Checked: ZD

Project: **MSJ Bluescope - Auburn**  
 Date: 16 November 2011



## 5 ASBESTOS REMEDIATION AND MANAGEMENT

### 5.1 Applicable Standards

In accordance with the Sale Agreement JBS&G has had regard to the following in considering the asbestos remediation and management:

- our professional opinion;
- the Guidelines for the Assessment, Remediation and Management of Asbestos-Contaminated Sites in Western Australia (WA DOH (2009)), referred herein as the Guideline, are considered the most relevant asbestos guidelines which are widely adopted by the regulators in NSW and therefore have been used as the primary guidance to develop and assessment remediation and management alternatives for the site;
- JBS&G has also had regard to EPA / OEH practice and requirements in NSW in managing asbestos and the views of the EPA Site Auditor from GHD.

### 5.2 Development of Remediation Alternatives

The Guideline states *“DOH considers that the health risks posed by an appropriately managed site, whereby the asbestos remain insitu, subject to controls are likely to be negligible and often preferable to removing the asbestos containing materials from the site.”*

The remediation options presented in the Guideline are framed around three main alternatives which include:

1. Management in situ,
2. Treatment on-site, and
3. Removal of the contaminated soil from the site.

The Guideline also suggests that consideration should also be given to changing the final intended use, in order to manage the risk better.

The Guideline further outlines the important considerations in assessing the acceptability of any remediation proposal consists of:

- minimisation of public risk;
- minimisation of contaminated soil disturbance;
- minimisation of contaminated material/soil moved to landfill.

To this end, the RAP has evaluated a range of remedial options, and assessed them based relative to their ability to achieve these considerations.

The Guideline specifically states:

*“ For remediation of any contamination, the top 10 cm of soil should also be made completely free of visible asbestos, partly for risk reassurance purposes. This may be achieved by installing 10 cm of clean fill or in the case of ACM or FA contamination by several cycles of hand-picking and fine raking taking account of the procedure outlined in Section 4.1.1 Hand-Picking (Emu-Bob). However, DOH would consider other means of managing that top 10 cm such as installing a long-term hardcover over it.”*

### **5.3 Possible Remediation Methods**

A range of remediation options and methods have been considered for the site, derived based on the general remediation hierarchy outlined in DOH 2009. The site specific issues have been compared directly against the Guideline approaches in Table 2.

Remediation options have subsequently been developed for the site based on the Guideline and a detailed evaluation of the alternatives is presented in Table 3.



**Table 3 – Asbestos Remediation Methods Considerations**

DOH Guideline Predisposing Conditions	Applicability to Subject Site
<b>Remediation Method: Insitu Management</b> Primarily through isolation of contamination with barriers and covers so it cannot be disturbed to generate airborne fibres	
Asbestos is buried reasonably deeply, for example > 1.5 m;	<b>NO.</b> ACM/FA/AF confirmed at surface through depth to depths of 3-4m
Distribution of asbestos is difficult to determine;	<b>YES.</b> Significant testing program has confirmed inconsistent nature of lateral and vertical extent of asbestos in subsurface profile. Given historical practices at the site asbestos assumed to be potentially throughout fill profile unless testing indicates otherwise.
Proponent does not wish to characterise the asbestos contamination;	<b>NO.</b> Proponent has undertaken significant testing, however results indicate inconsistent distribution.
Asbestos contamination covers a large area, for example > 2000 m <sup>2</sup> ;	<b>YES.</b> Sampling confirms lateral distribution across site area of 8.3 ha.
Contamination includes significant FA or AF;	<b>YES.</b> Concentrations exceeding assessment levels for FA and AF identified
Site will largely be covered by hardstand;	<b>YES.</b> Approximately 60% of site covered with Hardstand
Site is to be covered by clean fill for geotechnical or other purposes;	<b>NO</b>
Likely associated requirement for a documentation of asbestos contamination on Certificate of Title is not a concern.	Uncertain. However may also be associated with ongoing groundwater management requirements
Additional Site Specific Factors	HM Surveys and site observations confirm the presence of an ongoing contamination source at the site due to continued weathering of asbestos containing site structures (rooves, cladding). Importation of clean fill cover (0.5m minimum recommended by DOH) directly over current site levels may present operational/access issues
Insitu Management Options to be considered for site	1) Contain all Material in Situ (cap all unsealed areas) 2) Contain all materials on site, combination of capping insitu and consolidation of shallow asbestos to a smaller footprint and capping.

DOH Guideline Predisposing Conditions	Applicability to Site
<b>Remediation Method: Treatment On-site</b> Through undertaking some physical treatment or manipulation of contaminated soils on site. Outcome is top 10cm should be free from all visible asbestos. Hand picking,	
Asbestos is not buried deeply, <1m	<b>NO.</b> ACM/FA/AF confirmed at surface through depth intervals greater than 1.5m
Asbestos contamination covers a large area eg.>0.2 ha, for some methods	<b>YES.</b> Sampling confirms lateral distribution across site area of 8.3 ha.
Extent of contamination is well delineated	<b>YES/NO.</b> Detailed sampling has confirmed inconsistent sitewide vertical and lateral extent of asbestos materials
Contamination is not by asbestos free-fibres	<b>NO.</b> ACM/FA/AF confirmed at surface through depth intervals greater than 1.5m
Need to avoid documentation of asbestos contamination on Certificate of Title is important	Uncertain.
Adjacent properties are at some distance and/or are non residential	<b>YES.</b> Generally Non sensitive surrounding land use. Residential properties approximately 25m south of the site.
Additional Site Specific Factors	DOH 2009 Insitu treatment methods: Hand Picking Method – Not appropriate as a sole solution as ACM is not confined only to the top 10cm and AF/FA has been identified. Could form part of the management measure. Tilling – mechanical treatment if ACM greater than 30cm depth. Can be used with hand picking due to tight access unsealed areas. Screening – screen through 7mm mesh. May not be suitable if significant other debris in soils. Also other contaminants of concern may need to be managed. Dust and Air Quality issues. Excavation and On-site burial – on site relocation and re-burial. Burial in an already contaminated area and capped. Validation program could be incorporated to limit ongoing management area.
Treatment Onsite Options to be considered for site	1) Treat all soils – Not retained as appropriate given scale and depth of contamination. 2) Partial Treatment (shallow soils) – picking or tilling and replacement of top 10cm. Exposure risk to personnel on an operational site, excavation and replacement with clean soils may be more appropriate)

DOH Guideline Predisposing Conditions	Applicability to Site
<b>Remediation Method: Removal Off-site</b> "Dig and Dump" style approach. Disposed to a suitable receiving landfill.	
Asbestos is not buried deeply, within top 1m	<b>NO.</b> ACM/FA/AF confirmed at surface through depth intervals greater than 1.5m
Extent of contamination is well delineated	<b>YES/NO.</b> Detailed sampling has confirmed inconsistent sitewide vertical and lateral extent of asbestos materials
Asbestos contamination covers a small area	<b>NO.</b> Sampling confirms lateral distribution across site area of 8.3 ha
Excavations will be required as part of site development	<b>NO.</b>
It is important to avoid documentation of asbestos contamination on Certificate of Title	Uncertain.
Adjacent properties are at some distance and/or are non residential	<b>YES.</b> Non sensitive surrounding land use.
Additional Site Specific Factors	DOH 2009 Removal Off-site Considerations: Minimising offsite removal, soil disturbance and public risk DOH priorities Method should be considered when all other options are unsuitable Air Quality Management and Validation
Removal Off-site: Options to be considered for site	1) Removal all soils – Not retained as appropriate given scale and depth of contamination. 2) Removal shallow soils. Management of Deeper soils still required.

#### 5.4 Remedial Options Review

A detailed review of the potential remedial options has been undertaken and is presented in Table 3.

**Table 4 – Remediation Options Assessment**

<b>OPTION 1: Complete Removal Off-site</b> Description: Excavation & disposal of all asbestos contaminated materials. This includes both surface/shallow and deep asbestos impacted fill. Removal of roofing and structural materials which represent an ongoing source (this is a recommendation for all options).  Goal: Removal of all asbestos from site soils and removal of ongoing sources.			
Contaminant Removal	Regulatory Requirements/ Landowner Implications	Advantages, Disadvantages and Issues	Appropriate Remediation Method
Yes. Complete Removal of Asbestos	<ul style="list-style-type: none"> <li>▪ Least Preferable option based on DOH 2009 Asbestos Remediation Guidance.</li> <li>▪ Full interruption to site activities and major demolition of site infrastructure.</li> <li>▪ No long term asbestos management plan for soils required</li> <li>▪ No restrictions on future site redevelopment associated with asbestos contamination.</li> <li>▪ Prevents accidental exposure to residual asbestos contamination.</li> <li>▪ Development approval requirement likely from local Council</li> <li>▪ Disposal and transport permits required</li> <li>▪ Licensed disposal contractors must be used</li> <li>▪ Waste tracking documentation would also be required.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Bulk excavation of all fill material (potentially containing asbestos) from the site back to natural soils, and disposal off site to landfill.</li> <li>▪ Excavation of deep fill will be problematic given improvements at the site (demolition practicability/costs to be considered).</li> <li>▪ Likelihood that all site buildings would require demolition and all building slabs removed if the end point of the remediation was the removal of all asbestos from the site.</li> <li>▪ Significant testing required to confirm absence of asbestos beneath site structures, which based on current data unlikely. “Hotspot” or complete excavation may be required.</li> <li>▪ Potential for recontamination of site based on ongoing deterioration of any residual structures containing ACM at the site would significantly impact on ongoing validity of this approach.</li> <li>▪ All asbestos contaminated materials would be excavated and disposed to the nearest licensed waste repository (possibly Blacktown Waste Services, Richmond Rd, Marden) as a Special Waste. Other contaminants of concern may impact on disposal classification and costs.</li> <li>▪ Could be undertaken in stages to reduce disruption to site activities, though still significant.</li> <li>▪ Maximum risk during works for asbestos exposure, dust generation etc. OHS monitoring and communication to on-site management and employees will be required.</li> <li>▪ Significant quantities of validated clean imported fill required to reinstate to existing site levels</li> <li>▪ Doesn’t necessarily require significant free space onsite for stockpiling, however excavation/backfill activities would impact on site activities and the resulting financial costs would require consideration.</li> <li>▪ Gives a high level of confidence that exposure to asbestos materials is minimised on site post remediation</li> </ul>	Not Appropriate.  Minimising offsite removal, soil disturbance and public risk are DOH priorities – none achieved.  Cost high due to the significant volume of asbestos contaminated soils requiring excavation and off-site disposal costs

**OPTION 2: 100% Insitu Management**

Description: Capping all shallow and deep contaminated materials in situ using minimum 300mm clean barrier layer raising site levels or Engineered Surface (Bitumen. Concrete).  
 Removal of roofing and structural materials which represent an ongoing source (this is a recommendation for all options).  
 Goal: Mitigation of any risk associated with shallow asbestos, and management plan to mitigate risks from deep asbestos and removal of ongoing sources

Contaminant Removal	Regulatory Requirements and Landowner Implications	Advantages, Disadvantages and Issues	Appropriate Remediation Method
No Removal. Contained in situ	<ul style="list-style-type: none"> <li>▪ Meets DOH 2009 Asbestos Remediation Objectives</li> <li>▪ A permit to store hazardous wastes (asbestos) would need to be obtained from DECC</li> <li>▪ May require development approval from local Council</li> <li>▪ Ongoing management and/or repair of buildings and structures through an asbestos register and management plan required to prevent ‘re-contamination’ of surface soils adjacent buildings and structures</li> <li>▪ Ongoing Environmental Management Plan (EMP) required for residual asbestos contaminated soils</li> <li>▪ Prevents accidental exposure to residual asbestos contamination</li> </ul>	<ul style="list-style-type: none"> <li>▪ Import a nominal 0.3m thick capping layer of clean fill over the entire unsealed areas of the site; OR</li> <li>▪ Construct Bitumen/Concrete seal on all unsealed areas.</li> <li>▪ Install new kerbing etc where required to allow for raise in site levels</li> <li>▪ Could be undertaken in stages to minimise disruption to site activities.</li> <li>▪ Existing unsealed areas (garden beds, unconsolidated poor quality fill) unlikely to form a suitable subgrade for bitumen/concrete so this would require significant soil disturbance for geotechnical treatment, or import of additional suitable sub grade material.</li> <li>▪ The capping layer would result in a raised level in contaminated areas which would present practical issues for site operations and potential structural changes required to kerbing, roadways, buildings etc..</li> <li>▪ Suitable capping techniques with appropriate quality control protocols would be required for the capping process</li> <li>▪ OHS monitoring and communication to on-site management and employees is recommended</li> <li>▪ Minimal disturbance of asbestos, low risk during works and minimal sampling requirements</li> <li>▪ Difficult to manage ongoing source of ACM contamination of clean fill capping layer, though sealed surfaces could be more easily swept etc..</li> </ul>	<p>Appropriate Asbestos Risk Management, however difficult to implement. Therefore not retained as alternative.</p> <p>Difficult to engineer/implement solution of raising all levels in unsealed areas by 300mm as they generally abut site buildings.</p> <p>Capital costs would be considered moderate with low to moderate ongoing maintenance costs associated with a significant expanse of capped areas requiring maintenance</p>

### OPTION 3: Partial Off-site disposal and Insitu Management

Description: Removal & disposal off-site of shallow asbestos impacted soils from unsealed areas. Deep asbestos impacted fill will remain in-situ. Removal of roofing and structural materials (guttering, eaves, walling etc) which represent an ongoing source (this is a recommendation for all options).

Goal: Mitigation of any risk associated with shallow asbestos through off-site disposal, on site containment and management plan to mitigate risks from deep asbestos. Removal of on-going sources.

Contaminant Removal	Regulatory Requirements and Landowner Implications	Advantages, Disadvantages and Issues	Appropriate Remediation Method
<p>Partial, buried asbestos contaminated fill remains beneath sealed areas and in deeper fill materials.</p>	<ul style="list-style-type: none"> <li>▪ Disposal and transport permits required</li> <li>▪ Licensed disposal contractors must be used</li> <li>▪ Waste tracking documentation would also be required.</li> <li>▪ May require development approval from local Council</li> <li>▪ Ongoing Environmental Management Plan (EMP) required for area of deeper fill</li> <li>▪ Ongoing management and/or repair of buildings and structures through an asbestos register and management plan required to prevent 're-contamination' of surface soils adjacent buildings and structures</li> <li>▪ Limited restrictions on development associated with asbestos contamination.</li> <li>▪ Prevents accidental exposure to residual asbestos contamination</li> </ul>	<ul style="list-style-type: none"> <li>▪ All unsealed areas of the site would be excavated to a nominal depth of between 0.2m and disposed to the nearest licensed waste repository (Blacktown Waste Services, Richmond Rd, Marden) as a Special Waste.</li> <li>▪ The excavated area would be backfilled and surface treatments constructed (bitumen/concrete/"clean" fill layer with geotextile fabric).</li> <li>▪ Could be undertaken in stages to minimise disruption to site activities.</li> <li>▪ Doesn't necessarily require significant free space onsite for stockpiling</li> <li>▪ Gives a high level of confidence that exposure to asbestos materials is minimised</li> <li>▪ All excavations would require extensive dust suppression techniques</li> <li>▪ OHS monitoring and communication to on-site management and employees is recommended</li> </ul>	<p>Possible however off-site disposal is not a Preferred Remediation Approach.</p> <p>May be appropriate for some selected areas depending on risk management decisions by stakeholders.</p> <p>Capital costs would be moderate to high given the combination of earthworks and offsite disposal requirements. Ongoing maintenance costs would be considered low.</p>

**OPTION 4A: Treatment On site and Insitu Management – FILL BARRIER LAYER**

Description: Excavation of all shallow asbestos materials from any unsealed areas of the site and placement within designated containment areas. Placement of 300mm clean barrier layer to excavation areas. Deep asbestos impacted fill will remain in-situ. Removal of roofing and structural materials which represent an ongoing source (this is a recommendation for all options).

Goal: Mitigation of any risk associated with shallow asbestos, and management plan to mitigate risks from deep asbestos. Removal of ongoing sources.

Contaminant Removal	Regulatory Requirements and Landowner Implications	Advantages, Disadvantages and Issues	Appropriate Remediation Method
No. Onsite Containment	<ul style="list-style-type: none"> <li>▪ Kerb areas may impair use of the site (eg storage areas, forklift access etc)</li> <li>▪ Ongoing Environmental Management Plan (EMP) required for garden bed areas of the site and areas of deeper fill</li> <li>▪ Possible restrictions on redevelopment options and potential future environment liability in these parts of the site</li> <li>▪ Ongoing management and/or repair of buildings and structures through an asbestos register and management plan required to prevent ‘re-contamination’ of surface soils adjacent buildings and structures. Volume balance may be problematic (i.e. very high kerbs)</li> <li>▪ Kerb areas may impair use of the site (eg storage areas, forklift access etc)</li> <li>▪ Ongoing Environmental Management Plan (EMP) required for garden bed areas of the site and area of deeper fill</li> <li>▪ Possible restrictions on redevelopment options and potential future environment liability in these parts of the site</li> <li>▪ Ongoing management and/or repair of buildings and structures through an asbestos register and management plan required to prevent ‘re-contamination’ of surface soils adjacent buildings and structures</li> </ul>	<ul style="list-style-type: none"> <li>▪ Excavation of all unsealed areas in central area of the site would be completed to a minimum depth of 0.3m and transported to perimeter areas of the site and placed in raised garden beds beneath a capping layer.</li> <li>▪ The excavated area would be reinstated with imported clean fill to form long term barrier. Thicknesses and materials may be greater, up to 0.5m in more trafficable areas.</li> <li>▪ Import a nominal 0.3m thick capping layer and geotextile marker layer in unsealed areas of the site</li> <li>▪ Larger volume of asbestos contaminated soils would require management. Would increase heights of containment areas.</li> <li>▪ OHS monitoring and communication to on-site management and employees is recommended</li> <li>▪ Approvals for the containment cell from DECC may be required</li> </ul>	<p>Appropriate, but not preferred.</p> <p>Greater volume of PACS generated for management, and more risk in a non-paved barrier layer than in a paved surface seal.</p> <p>Capital costs would be considered moderate given the areas requiring stripping and offsite disposal is avoided.</p> <p>Ongoing maintenance costs would be considered moderate given the area of contaminated material either capped or contained.</p>

**OPTION 4B - Treatment On site and Insitu Management – SURFACE SEAL**

Excavation of all shallow asbestos materials from any unsealed areas of the site and placement within designated containment areas. Excavated areas backfilled and sealed with surface treatment.

Deep asbestos impacted fill will remain in-situ. Removal of roofing and structural materials which represent an ongoing source (this is a recommendation for all options). Removal of roofing materials which represent an ongoing source (this is a recommendation for all options).

Goal: Mitigation of any risk associated with shallow asbestos, and management plan to mitigate risks from deep asbestos, and reduce ongoing site disruptions. Removal of ongoing sources.

<b>Contaminant Removal</b>	<b>Regulatory Requirements and Landowner Implications</b>	<b>Advantages, Disadvantages and Issues</b>	<b>Appropriate Remediation Method</b>
No. Onsite Containment.	<ul style="list-style-type: none"> <li>▪ Containment areas may impact on use of the site (eg storage areas, forklift access etc, stormwater management)</li> <li>▪ Ongoing Environmental Management Plan (EMP) required for most areas of the site</li> <li>▪ Restrictions on redevelopment options and potential future environment liability</li> <li>▪ Ongoing management and/or repair of buildings and structures through an asbestos register and management plan required to collect asbestos material deposited on paved areas adjacent buildings and structures</li> <li>▪ Potential low risk of accidental exposure to asbestos contaminated material.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Unsealed areas in central area of the site would be excavated to a nominal depth of at least 200mm and transported to designated containment “cell” in selected site areas and capped with a geotextile marker layer and a minimum thickness of 200 mm of “clean” fill capping layer where the preferred surface treatment will be unsealed (i.e. vegetation, landscaping, grass etc.).</li> <li>▪ Install concrete kerbs or retaining walls where required to allow for raise in site levels and sub-base and pavement.</li> <li>▪ Backfill excavations with one or a range of treatments (concrete, bitumen, paving or a geotextile fabric and a minimum thickness capping layer of 200 mm of “clean” fill)</li> <li>▪ Could be undertaken in stages to minimise disruption to site activities.</li> <li>▪ Given the volume of contaminated soils, the containment area finished levels may be high. Detailed site survey and materials balance and cost benefit analysis recommended.</li> <li>▪ All excavations would require extensive dust suppression techniques.</li> <li>▪ Approvals for the containment cell from DECC may be required</li> </ul>	<p>Appropriate. Preferred Remediation Approach</p> <p>Capital costs would be expected to be high considering the amount and complexity of the earthworks. Ongoing maintenance costs would be considered moderate given the area of contaminated material.</p>



		<ul style="list-style-type: none"><li>▪ OHS monitoring and communication to on-site management and employees is recommended</li></ul>	
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## 5.5 Outcome of Remedial Option Review

Based on the detailed review of remedial options a preferred Remedial Approach has been selected:

- OPTION 4B - Treatment On site and Insitu Management – Surface Seal.
- Removal of roofing and structural materials which represent an ongoing source (this is a recommendation for all options).

This preferred remedial approach has been selected based on it providing the greatest remedial outcome relative to the remediation objectives, and the principals outlined within the Guideline including minimizing soil disturbance to site users, minimizing disposal to landfill but retaining an operational site post remediation.

It also removed ongoing sources of asbestos contamination, and the risks which go with them, although this is required with all of the options presented.

The EPA Site Auditor agreed with this type of approach, consistent with his email of 7 October 2010 to Fiona Brooker (RCA) and Emma Miller (Bluescope):

“I understand that remedial options are being considered for the Foster and Smorgon properties at 300 Manchester Road. Investigations at the two properties have to date identified that asbestos in soils is the primary chemical/substance of concern. The asbestos fibres have been deemed to be associated with historical filling that took place at the contiguous site.

The asbestos is principally in the form of fibres within the fill with little evidence identified of asbestos cement fragments. It is also acknowledged that there are isolated occurrences of other chemical contamination that will need to be addressed during the remedial works.

In terms of remedial options that will address the potential human exposure to asbestos fibres, the preferred option should be to cap the exposed areas of both properties with a barrier that will take into account the future use uses of the properties and associated activities. The two properties should not be treated independently given that the filling history of the two properties (and materials used) was similar.

Given that some of the areas where asbestos fibres have been identified (or soil is exposed), will be subject to heavy vehicle movement, the capping material should have sufficient strength to withstand such loads, thereby avoiding excessive maintenance requirements and repairs to the cap.”

## **6 BUILDING ACM WALL CLADDING & ROOFING REMOVAL**

Based on the recommendations of the RAP, the building ACM materials were removed and disposed offsite by contractors in 2012.

The building ACM cement roofing and walls of the northern, western and eastern side of the warehouse building were removed by contractors. Following removal P.Clifton & Associated Pty Ltd completed visual clearance inspections for the removal of the ACM on the 15 July 2012 and 29 July 2012 and confirmed that the corrugated asbestos cement roofing, roof accessories and cladding had been removed and the accessible ground areas adjacent this portion of the building and floor were free from visible fragments of asbestos sheet debris.

The removal clearance certificates are included in Appendix B.

## 7 SOIL REMEDIATION ACTION PLAN

### 7.1 Remediation Goal

The remediation goal is to prevent any unacceptable risks posed to human health through inhalation exposure to asbestos fibres. The prevention of this exposure, to the maximum extent practicable, is proposed through;

- the removal of visible and accessible ACM fragments and fibres from all site surfaces to a depth that allows subsequent placement of permanent surface capping (eg. pavements or geotextile fabric marker layer and minimum thickness of 200 mm of capping “clean” fill (clay soil etc));
- the removal of ACM materials from site structures and surfaces; and
- Minimisation of uncontrolled disturbance to asbestos contaminated soil within the site.

### 7.2 Data Quality Objectives

To satisfy the requirements of the Auditors Guidelines, and framework for the Data Quality Objectives, based on the adopted remedial approach has been developed. Where required, these will be developed following the preparation of the Specification for the works, and will be documented fully as required by the Auditor in the Sampling and Validation Plan. The following summary of the DQO’s for the works is presented below:

Step 1: Identify the Decision – Asbestos Materials in soils and in site structures poses ongoing risk to users of the site.

The information regarding the nature and extent of the asbestos contamination to be managed is presented within the previous sections of the RAP, and in summary, due to the heterogeneous nature of the fill materials across the entire site, all soils are considered to potentially contain asbestos and require management. Subsurface soils in identified areas also contain elevated heavy metal and TPH concentrations.

Step 2: The purpose of the proposed remediation is to eliminate risks associated with the current and future presence of the potentially asbestos containing materials.

The risks will be considered to be at a suitable level post remediation when direct exposures to asbestos or subsurface heavy metals/TPH are eliminated (through placement of a suitable barrier at the surface), or short term exposure via intrusive maintenance works through management via a Site Environmental Management Plan which will be appropriately publically notified.

Step 3: Inputs to the Decision – The primary input to the decision is the current understanding of the nature and extent of the asbestos contamination within the site soils and surface.

This information is presented within the RAP, contained in Appendix A. As discussed, due to the heterogeneous nature of the fill materials across the entire site, all soils are considered to potentially contain asbestos and require management. To a lesser degree, concentrations of additional chemicals such as lead, and TPH have been identified in localised areas at concentrations in excess of adopted assessment criteria for commercial/industrial land use.

To limit exposure, the entire site is to be capped with a trafficable surface (concrete, bitumen, paving or combination) or geotextile fabric marker layer and minimum thickness of 200 mm of capping "clean" fill (clay soil etc) (in vegetation, grass or landscaped areas) to suit the ongoing use of the site for commercial/industrial activities, maintaining access to the existing structures and facilities.

The locations and nature of this surface capping are documented in the remediation design plan included in Appendix C and will be included within the SEMP to be prepared for the site post remediation.

Given the site is to be capped and all subsurface materials will be managed within the requirements of the SEMP, no analytical testing of site soils is considered warranted.

Step 4: The Study Boundaries: The boundary of the works is the entire Southern and Northern sites contained within the current certificates of titles. The boundaries of the sites will be confirmed by site survey as part of the pre-remediation works and documented within the Specification.

Step 5: Develop a Decision Rule. Given the nature of the proposed remediation works, it will be considered complete when the entire site surface is capped in accordance with the RAP and design, and the SEMP is prepared.

Step 6: Specify the Limits on decision errors: Given the nature of the proposed remediation works, the limit on the decision is that the site surface cover is to be continuous as documented in the Specification, as defined by site survey, with no ongoing uncontrolled access to the subsurface, which is to be confirmed by site survey to the extent and accuracy required within the Specification.

Step 7: Optimise the design for obtaining data. Given the nature of the proposed remediation works is primarily to contain all soils in-situ, limited analytical testing will be undertaken, the verification data will primarily be through documentation via plans, site survey and photographic records. These requirements will be fully documented as required to achieve the design in the Specification within a Sampling and Validation Plan.

The design and methods for implementation of these DQO's is discussed further within this section.

### 7.3 Adopted Remedial Approach

Onsite Treatment and Insitu Management is the recommended remedial approach to be adopted for the site.

The approach will broadly include a combination of insitu capping of soils and excavation and consolidation of shallow soils from unsealed areas into designated containment areas. This will include the capping insitu of some site areas and the excavation of retention cells for the placement and capping of impacted soils excavated from other site areas. All areas of the site will then be capped and a long term management plan developed to manage the subsurface asbestos into the future. A detailed description of the works is outlined in the following section of the RAP.

The removal of the building ACM from the site and capping of impacted soils will significantly reduce the potential risks from site asbestos, however the long term retention of asbestos impacted soils onsite and potential minor residual building ACM requires a plan for the ongoing monitoring and maintenance of site asbestos to be implemented, subject to Stakeholder consultation.

### 7.4 Extent of Remediation Required

The area requiring remediation is considered to be all unsealed areas on the Southern (Bluescope) and Northern Site based on the distribution of asbestos fibres and potential ACM fragments.

The extent of the remediation required has been developed based on the need to:

- Mitigate any ongoing exposure to asbestos in soils – onsite retention cell containment and insitu capping under an ongoing management plan for the site of all asbestos.
- Mitigate any unacceptable exposure to subsurface soils as part of any future intrusive site works – implementation of an asbestos management plan for any intrusive works/redevelopment at the site.
- Mitigate any ongoing recontamination of site – upgrade and management of site structures that have the potential to ‘recontaminate’ the remediated site.

Therefore a sitewide remediation approach has been developed. All areas of the site will form part of the remediation works and will be remediated such that post remediation all asbestos is contained beneath site area capping and managed into the future as part of an ongoing Site Management Plan.

### 7.5 Remediation Scope

The remediation approach will include:

- Preparation of required approvals by the Principal and management plans by the Consultant to address occupational health, safety and environmental requirements including air quality and site/community notification programs.

- Preparation of appropriate Geotechnical Specifications (the Specification) for all containment areas to ensure a suitable final site condition (subgrade and pavement design, elevations, grading and stormwater management requirements etc.) and detailed final site condition plan based on Stakeholder consultation of RAP (included in Appendix C).
- Excavation of all shallow Potential Asbestos Contaminated Soils (PACS) within unsealed areas of the site required to facilitate placement of the capping layer. Excavation to be completed as required to the vertical and lateral extents defined within the Specification including placement of a geotextile marker layer and capping materials (in selected appropriate areas).

Shallow soils are those to a depth nominated within the Specification required to be excavated to facilitate construction of the selected surface capping (bitumen, concrete, paving or geotextile fabric with “clean” capping material (clay soil etc)).

- Backfill and compaction of excavated areas with suitable base material for placement of preferred surface treatment (bitumen, paving, concrete or geotextile fabric with “clean” capping material (clay soil etc)) as required by the Specification.
- Installation of surface treatment (bitumen, concrete or geotextile fabric with “clean” capping material (clay soil etc)) across the entire site as detailed within the Specification.
- Construction and survey of containment area including grading, stormwater management, surface treatment and geotextile marker layer as required and detailed within the Specification.
- A ‘visual thickness validation assessment’ will be completed and reported by an appropriately qualified independent person. A pre-and post-remediation topographic survey will be completed.
- Preparation and implementation of a Site Management Plan for the long term management of risks posed by the residual subsurface asbestos.

The works will also include:

- Remediation and (if required) ongoing management of site structures and site surfaces (site hardstand wet sweeping, removal of any identified surface ACM materials) as required to prevent ongoing contamination of site surfaces and receptor exposure with / to ACM.

## **7.6 Remediation Design**

The site has been divided into nine zones for the purposes of the remediation design. These remediation zones are presented in Figure 4, as outlined in Table 4.

**Table 5 – Remediation Zones and Quantities**

Remediation Zone	Estimated Area (m <sup>2</sup> )	Estimated PACS (m <sup>3</sup> )	Description
A	2540	508	Excavation Area A
B	5200	1100	Excavation Area B
C	1030	206	Excavation Area/Potential Containment Area
D	1590	318	Excavation Area/Potential Containment Area
E	7875	-	Nominated Containment Area
F	515	103	
G	1610	322	
H	4850	-	Nominated Containment Area
I	6000	-	Nominated Containment Area
Total Unsealed Area	31510		
Total Nominated Containment Area Available for Use	18725		
Estimated PACS Volume (0.2m)		2,557 m <sup>3</sup>	Based on nominal excavation depth of 0.2m

The building structures which were identified by Heggies HMS (2008) to include ACM and subsequently have been remediated are presented in Figure 5.

### 7.7 Excavation of PACS

PACS soils will be capped to manage potential receptor exposure in accordance with the remediation capping design and surface stormwater gradients. Where design capping thickness installation over the existing PACS would not comply with the stormwater surface design gradients, PACS will first be excavated to a depth to allow the design capping thickness to be installed in compliance with stormwater gradient requirements. The nominated adopted final surface treatment (eg bitumen, concrete, paving and sub base or geotextile fabric with “clean” capping material (clay soil etc)) shall then be placed over prepared shallow soils in each remediation zone, excluding those nominated for long term containment (Remediation Zones E, H & I). A detailed excavation plan including elevations and volume estimates is included on Appendix C.

It is estimated at this time, a total of 2557m<sup>3</sup> of PACS will be excavated from Zones A, B, C, D, F and G, and contained within the Nominated Containment Areas (NCA) Zones E, H and I.



All excavations will be undertaken in a controlled manner in accordance with a soil Remediation Environment Management Plan (REMP) to be prepared by the Consultant to minimise any exposure to PACS including airborne particulates.

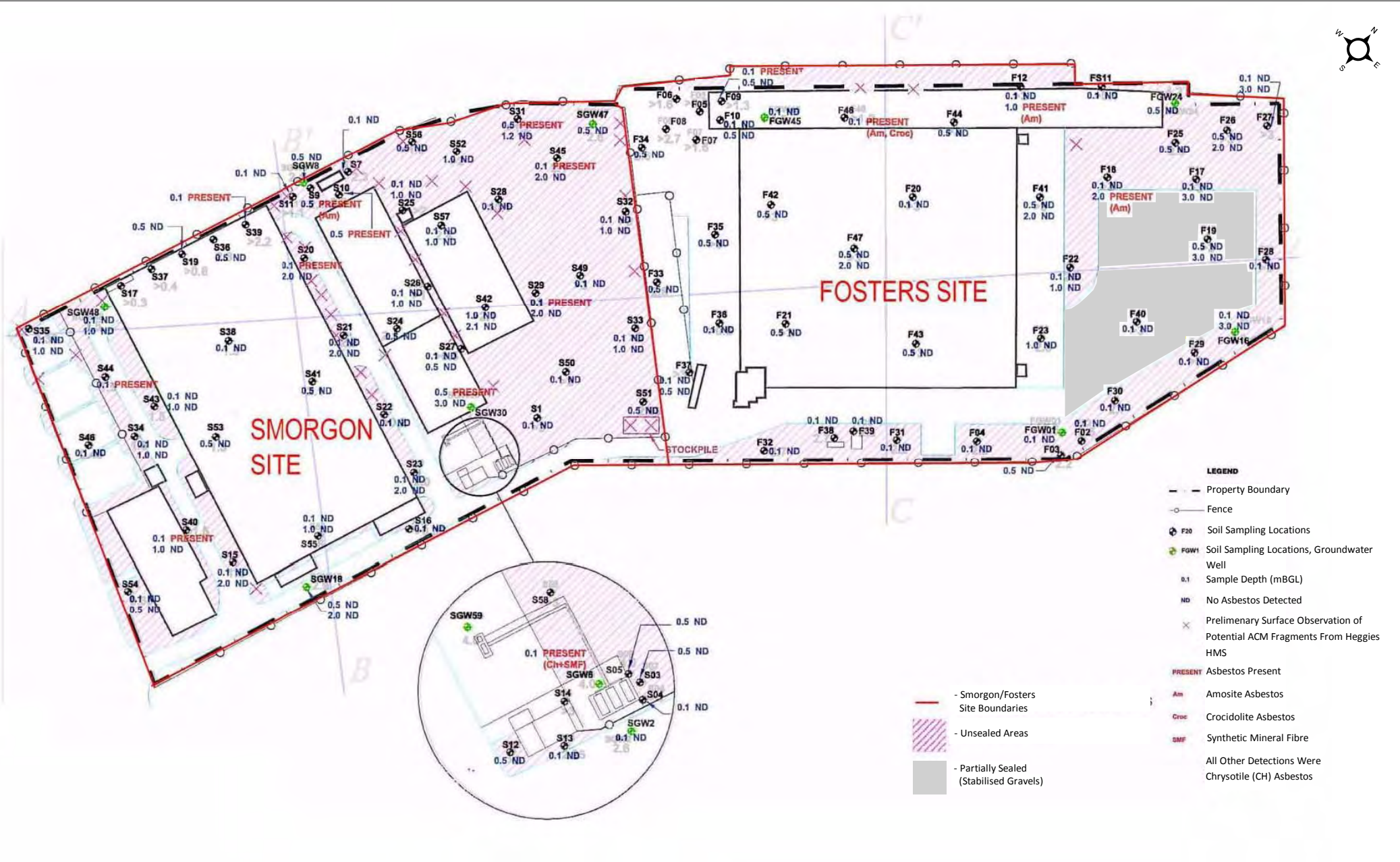
All excavations to be covered immediately with a geotextile marker layer (in designated areas with likelihood to be accessed in the future), and / or clean materials (which will form part of the capping layer and final surface treatment subgrade). These designated areas (such as service corridors etc) will be documented on the detailed design drawings and site survey. The remaining subsurface potential asbestos materials will be managed under a long term Site Environmental Management Plan.

The location and depth of the PACS excavations will be recorded by registered surveyors and presented in a remediation validation report including the final site condition.

Any underground services identified will be managed in accordance with this RAP. As a minimum, the site surface will be sealed, marker layers will be placed to denote the presence of fill material containing asbestos, and these locations are to be surveyed and clearly identified in the validation report and long term Site Environmental Management Plan. A detailed underground services plan will be prepared and included within the Specification. All management requirements for remediation works in the vicinity of underground services and other site features will be detailed within the Specification.

This information will also be included in the site EMP to ensure all future owners of the site are aware of the location of contaminated soils and appropriate management practices to manage site ongoing human health and environment risks.

A detailed site survey and geotechnical specification is required to finalise final estimated excavation volumes and containment cell design. This Specification will be prepared by the Consultant, and will address all requirements outlined within the RAP.



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File Name: Remediation Area Unsealed.wor

Version: Draft

Datum:

Baseplan: ENVIRON Australia Pty Ltd (May 2008) Ref# 120750

Job No.: **SG111910**

**REMEDIATION AREAS - UNSEALED**

Drawn: **TJB**

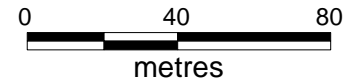
Project: **MSJ Bluescope - Auburn RAP**

Checked: **ZD**

Date: **8 July 2011**

Sheet 1 of 1

Scale: 1 : 2,000



A4

**FIGURE 3**



Legend		Area (m2)
	Approximate Site Boundary	81,360
	Remediation Zone A	2540
	Remediation Zone B	5500
	Remediation Zone C	1030
	Remediation Zone D	1590
	Remediation Zone E (Retainment Zone)	7875
	Remediation Zone F	515
	Remediation Zone G	1610
	Remediation Zone H (Retainment Zone)	4850
	Remediation Zone I (Retainment Zone)	6000



Job No.: SG111910  
 Client: Bluescope  
 Version: Ver 8      Date: 11 Dec 2013  
 Drawn By: NP      Checked By: ZD

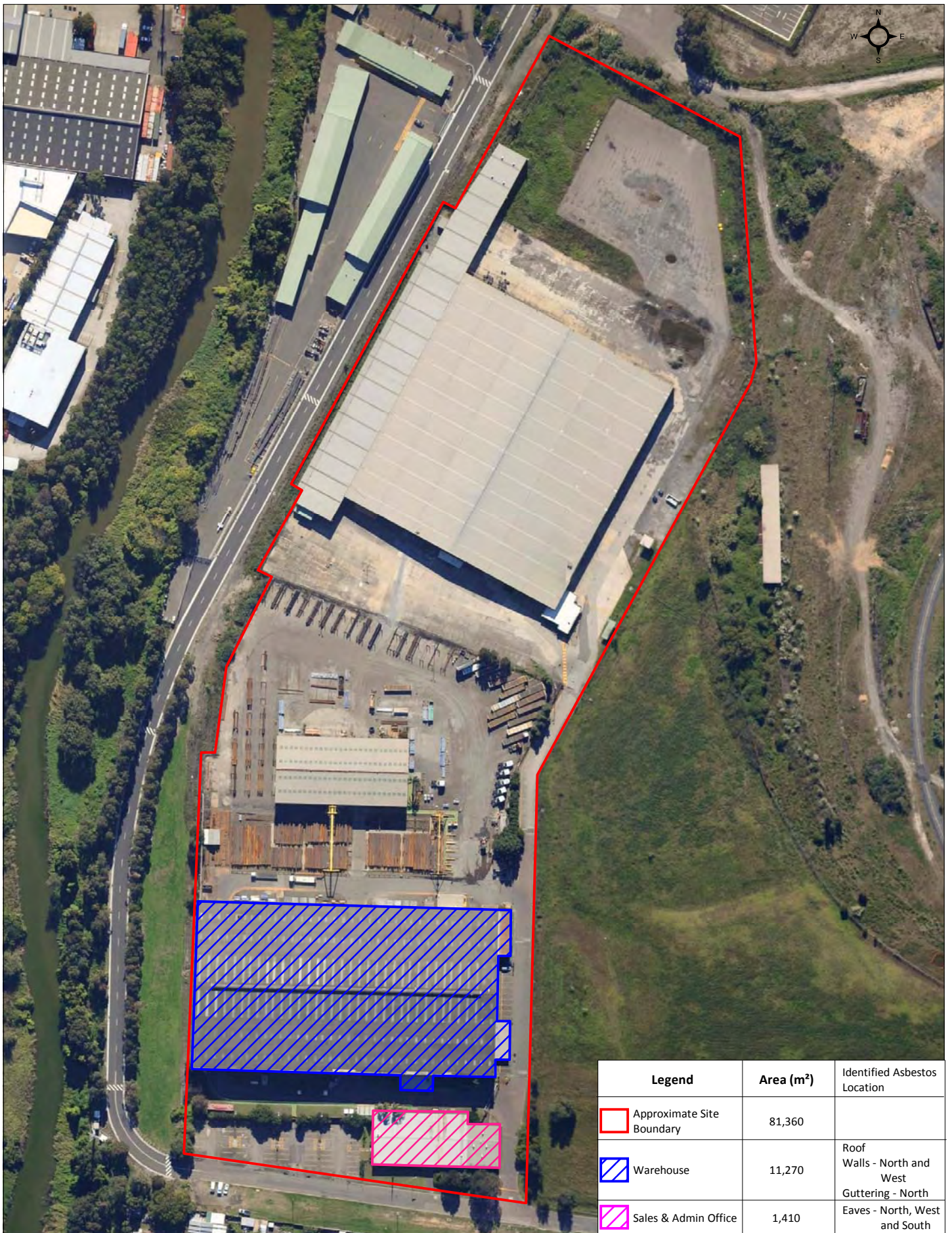
Scale: 1 : 3,000 at A4

Coord. Sys.: MGA Zone 56 (GDA 94)

**300 Manchester Road,  
 AUBURN, NSW**

**REMEDIATION ZONES**

**FIGURE 4**



Legend	Area (m <sup>2</sup> )	Identified Asbestos Location
Approximate Site Boundary	81,360	
Warehouse	11,270	Roof Walls - North and West Guttering - North
Sales & Admin Office	1,410	Eaves - North, West and South

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File Name: Roof Identified Asbestos Areas	Job No.: <b>SG111910</b>	Project: <b>MSJ Bluescope - Auburn RAP</b>
Version: Draft	Title: <b>ASBESTOS MATERIALS STRUCTURAL REMEDIAION AREAS</b> Based on HMS (Heggies, 2008)	
Datum: MGA Zone 56 (GDA 94)	Drawn: TJB	Checked: ZD
Baseplan: Photomaps by Nearmap	Date: 1 September 2011	

Scale: 1 : 2,300

metres

Sheet 1 of 1    A4    **FIGURE 5**

### 7.7.1 Containment Area

The containment areas should be prepared prior to excavation of any PACS so that direct placement in the containment areas can be undertaken to minimise handling and potential exposure.

This PACS preliminary mass balance indicates an overall thickness of PACS placement of approximately 0.15m depth in the Nominated Containment Areas, E, H and I, plus an allowance for an additional 200mm thickness of hardstand subgrade and pavement above the PCAS materials. Therefore the final site levels in the nominated containment areas may be in the order of 350mm higher than the current levels.

The draft design for placement is documented in Appendix C based on consultation of the Draft RAP with Stakeholders, and the detailed geotechnical specification and stormwater infrastructure design.

The preliminary design for the containment cell considered the following:

- Undertake earthworks as required to provide a working platform within the containment area and surrounds
- Placement of the PACS material within the working platform of the containment cell to achieve the geotechnical and environmental specifications.
- Placement of a marker layer as required to define the vertical and lateral extent of the materials, coupled with engineering survey to document the final condition.
- Placement of a capping layer (engineered cover (bitumen, concrete, paving) or geotextile fabric and minimum 200 mm “clean” soil cover) to suit the ongoing site use requirements. The thickness of the capping layer would be designed to suit the long term management requirements for the area in accordance with Appendix D.
- Installation of any stormwater management systems to adequately address any potential erosion issues which may include stormwater diversions, pipes and retention areas.
- the extent of the containment areas shall be surveyed, and predefined prior to placement of materials and measured and documented following PCAS placement.

### 7.7.2 Marker Layers

A geotextile (or other suitably justified) marker layer should be applied at the base of any excavations with residual PACS at depth to any of the areas where potential future access may be required (e.g. for underground utilities etc.) The geotextile should cover the extent of the PACS with an appropriate overlap buffer zone.

The marker geotextile fabric should be installed such that it meets the following conditions:

- High visibility;
- Permeability appropriate for water infiltration requirements;
- Rot-proof and chemically inert;
- High tensile strength and placed and joined in accordance with manufacturers specifications;

### **7.7.3 Surface Treatment**

All excavated areas shall be covered with a nominated continuous hardstand surface treatment or geotextile fabric with “clean” capping material (clay soil etc) which may include a combination of the following.

- Bitumen
- Concrete
- Paving
- Geotextile fabric marker layer overlain by at least 200 mm of “clean” (clay soil etc) capping material for landscaped areas

For the purposes of the RAP the minimum pavement specifications are an equivalent commercial/light industrial road, car park or truck access pavement in traffic areas and equivalent pedestrian / residential driveway pavement in a non-traffic areas.

### **7.8 Validation**

The environmental Consultant shall be responsible for preparing a Sampling and Validation Plan which outlines the inspection, sampling and validation of the remediation works completed at the site. The Validation Plan should outline the requirements to ensure the works are undertaken to achieve compliance with the remediation specification and verification of outcomes. This may include a combination of:

- Analytical testing program as deemed appropriate to the remediation method;
- Supervision and Visual Inspection;
- Photographic Records, survey and other relevant documentation.

The proposed strategy for the site remediation is primarily to seal the entire site with continuous surface treatment. Therefore validation sampling of underlying site soils is not proposed. Therefore a detailed Sampling plan has not been prepared, unless a change in the remediation approach warrants.

It is noted, that as part of any ongoing site Environmental Management Plan, ongoing inspection of these site surfaces (once installed) would be used to validate the ongoing absence of any asbestos at the site surface associated with degrading infrastructure.

### **7.9 Imported Materials**

If there is a requirement for importation of fill to the site, then representative samples of the imported fill will be recovered and analysed at a rate consistent with the site Auditors requirements. A sampling frequency of 1 sample per 1,000m<sup>3</sup> of imported material based on a quarry derived product is proposed. All samples will be analysed for asbestos, metals, PAH and TPH, in addition, one sample in 10 (minimum) for a screen of analytes including chemicals identified in the NEPM investigation levels and the identified contaminants of concern. A QA/QC program including appropriate density of equipment and field blanks, inter and intra laboratory field duplicates will be collected.

In accordance with the Auditor's requirements any imported fill will need to comply with the appropriate NEPM HIL and EIL levels for the proposed land use. These requirements will be included within the Sampling and Validation Plan.

### **7.10 Building Upgrades and ACM onsite management**

An integral part of the ongoing asbestos management of the site is to prevent future contamination of constructed surface seals. The HMS identified that structures are present on site with the potential to continue to degrade and deposit ACM on the site surface.

A program to manage the structure ACM was developed and implements to minimise the potential ongoing surface asbestos sources at the site to avoid recontamination post remediation. The program developed and implemented included:

- Replacement of existing building ACM infrastructure to eliminate any potential ongoing ACM sources; and
- Validation, surface inspections, air quality monitoring, and site maintenance such as surface sweeping post ACM removal.

This removal was selected and implemented to manage the high potential for recontamination of the site to occur. These works were completed in 2012.

### **7.11 Detailed Design Specification**

The design documents for the required works to comply with this RAP are listed in Section 4 of this document and attached in Appendix C.

A detailed site survey has been completed of the proposed containment areas and a stormwater management plan. This information has been utilised to complete the asbestos retention design including detailed material quantity estimates.

### **7.12 Remediation Timeframes and Schedule**

The remediation timeframe should be minimised to the extent practicable, and a scheduled program developed to minimise the level and duration of risk of exposure to site users and remediation workers.

### **7.13 Contingency Planning**

The nature and flexibility of the remediation method should include a contingency plan for the event that excess PACS are generated during the remediation works program. This contingency may include an allowance for disposal of any excess PACS to a licensed landfill facility.

Any off-site disposal of soils would be undertaken within the requirements of a detailed soil sampling and analysis plan to be prepared as part of the detailed remediation works documentation. The plan would be prepared by the Consultant and implemented by the Remediation Contractor.

All soils to be disposed off site will require to be classified in accordance with NSW Department of Environment and Heritage.

### **7.14 Remediation Environmental Management Plan**

Prior to commencement of works, a soil remediation environment management plan (SREMP) will be prepared by the Consultant to outline the requirement for the remediation works to minimise potential unacceptable impacts to the environment, community, human health and stakeholders.

The remediation works will be performed in such manner as to minimise the polluting of air, water or land and reduce noise, dust and odour emissions to below relevant guidelines and as low as practicable. The SREMP will document controls to be implemented during remediation works with consideration to the following:

- Work Hours and Site Access and Security
- OH&S Procedures including detailed Health and Safety Plan
- Dust, Noise and Odour Management
- Waste Disposal
- Stormwater Management Procedures
- Chemical Storage and Handling
- Community Consultation
- Flora and Fauna



- Heritage
- Site Environmental Management Review, Triggers and Contingencies
- Material Tracking and Survey Requirements
- Air Quality monitoring
- Vehicle and equipment washdown

#### **7.14.1 Asbestos and Air Quality**

A detailed Air Quality Management Plan (AQMP) should be prepared and implemented during any remediation works. The AQMP will outline all monitoring and management measures to be undertaken during the works including measures outlined in relevant Guidelines such as

- Completing of full time works air monitoring for airborne asbestos fibres;
- Treatment of soil with wetting agent before disturbing it;
- Using dust suppressants or covers on soil stockpiles;
- Installing wind barriers;
- Using sheltered areas wherever possible;
- Monitoring meteorological conditions and modifying or stopping work when they are adverse;
- Regulating the speed of vehicles;
- Minimising access to contaminated areas, especially by vehicles;
- Implementing a community dust complaint and response system.

The AQMP will also need to provide a detailed air monitoring program, including collection of samples to verify that the remediation works were undertaken in an environment compliant with any relevant asbestos fibre and nuisance dust limits.

#### **7.15 Progress Reporting**

Appropriate documentation and records are to be maintained continuously during the remediation to facilitate this management. This documentation will include but not be limited to:

- Toolbox and safety meeting minutes,
- near misses,

- personnel injury,
- environmental management non-conformance,
- environmental monitoring,
- safety / environmental performance audits, and
- machinery checklists.

Weekly progress reporting to stakeholders, or at another suitable frequency agreed by all stakeholders will be implemented during the remediation program.

### **7.16 Community Consultation**

Before commencement of works, immediate neighbours of the site will be provided with appropriate information regarding the works to be undertaken at the site, the potential impacts that these works pose, the measures to be undertaken to mitigate any impacts and contact details for further information or complaints. In consultation with the Council, formal meetings may also be held with neighbours and the public to improve community awareness of the programs and the outcomes. The need for these meetings will be discussed with Council during the remediation program and in response to the number of questions received from the public.

BlueScope and the other parties appear to have a strong commitment to community consultation and it is anticipated that the Principal will nominate a community liaison officer responsible for managing the transmission of information to the community and ensure there is timely and accurate responses provided to public questions and concerns.

### **7.17 Regulatory Compliance**

All remediation works undertaken at the site shall be undertaken in accordance with all relevant regulatory requirements and any input from the EPA Site Auditor. These will include:

- the policies and practices of the NSW EPA / OEH; and
- the Environmental Laws in NSW;

Those policies and practices and compliance with environmental laws has meant that this RAP will be implemented with regard to various laws, policies and practices including:

- the Guidelines for the Assessment, Remediation and Management of Asbestos-Contaminated Sites in Western Australia (WA DOH (2009)), referred herein as the “Guideline”, to appropriately manage the asbestos risks into the future;
- NSW Office of Environment and Heritage. Guidelines for Consultants Reporting on Contaminated Sites. August 2011.

- Department of Urban Affairs and Planning/Environment Protection Authority. Planning Guidelines SEPP 55 – Remediation of Land. 1998.

### **7.18 Compliance Criteria**

Asbestos is the contaminant of concern for the remediation works being implemented within this RAP.

The compliance criteria to ensure no ongoing risks to current and future site user and will be achieved through:

- Capping the entire site.
- Management of any subsurface asbestos materials under a long term Site Environmental Management Plan to ensure the integrity of the site surface.
- Remediation of asbestos containing site structures to prevent future ongoing contamination of the site.

Chemical testing shall be undertaken in the validation plan to validate the imported and placed site surface capping (as required). Site capping installed extents and thickness validation will also be documented through site survey.

### **7.19 Underground Petroleum Storage System**

The identification of an underground petroleum storage system (UPSS) on the site has the potential to impact site soils and groundwater. The requirements for the site UPSS to remain insitu for use, or decommissioning (insitu or exhumation) will be undertaken by stakeholders. Based on the determined fate of the UPSS, a soil and groundwater assessment or tank decommissioning and validation program of works will be developed and documented under a separated cover. These works would be developed and completed in compliance with the relevant regulations and guidelines.

### **7.20 Long Term Site Environmental Management Plan (SEMP)**

As part of the long term management of the site, a Site Environmental Management Plan will be prepared and implemented. The SEMP will include a schedule for ongoing monitoring and maintenance of the integrity of the capping layers and surface treatments. This may include annual inspections to identify any integrity issues, and implement a program of corrective action.

An EMP has previously been prepared for the site, however, a new document reflective of current remediation works and management requirements will be prepared.

The SEMP will include detail and operational and monitoring requirement for management of subsurface soils at the site with respect to any potential contamination issues posed by asbestos, or other contaminants identified as part of the previous environmental site assessments (including targeted areas of lead and TPH).

The SEMP will also address the requirements for site personnel, permanent or temporary visitors and works to be made aware of the asbestos contamination, and to be appropriately advised on the occupational health and safety and environmental management requirements for the site.

## 8 LIMITATIONS

This advice is provided for use by the client who commissioned the works and stakeholders detailed in section 2 in accordance with the project brief only, and has been based in part on information obtained from the client and other parties. The advice has been prepared specifically for the client and stakeholders in Section 2 for the purposes of the commission. No warranties, express or implied, are offered to any third parties and no liability will be accepted for use or interpretation of this advice by any third party.

The advice herein relates only to this project and all results conclusions and recommendations made should be reviewed by a competent person with experience in environmental investigations, before being used for any other purpose. This report should not be reproduced without prior approval by the client, or amended in any way without prior approval by JBS&G.

Ground conditions between sampling locations and media may vary, and this should be considered when extrapolating between sampling points. Chemical analytes are based on the information detailed in the site history. Further chemicals or categories of chemicals may exist at the site, that were not identified in the site history and which may not be expected at the site.

Changes to the subsurface conditions may occur subsequent to the advice provided herein, through natural processes or through the intentional or accidental addition of contaminants. The advice is based on the information obtained or available at the time the advice is provided.

This advice is not a complete assessment of the status of the site, and it is limited to the scope of works commissioned. Should information become available regarding conditions at the site including previously unknown sources of contamination, JBS&G reserves the right to review the advice in the context of the additional information

## **APPENDIX A**

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### SUMMARY OF SOIL RESULTS EXCEEDING ADOPTED INVESTIGATION LEVELS

Summary of Elevated Soil Concentrations (S&G, 2011 Investigations)			
Analyte	Sample ID	Concentration (mg/kg)	Investigation Level Exceeded
TPH C10-C36	F12R_0.5	1,200	NSW EPA Health and Ecological (1,000mg/kg)
	F12R_1.1	1,700	
	F12R_2.0	2,500	
	MW08_2.5	6,500	
	SB01_0.5	1,000	
	SB02_0.6	2,700	
	SB02_2.0	1,500	
Total PAH	SB05_0.8	29	NSW EPA Health and Ecological (20 mg/kg)
Arsenic	F12R_0.5	23	NEPM EIL (20 mg/kg)
	F12R_1.0	79	
	F12R_2.0	130	
	MW08_1.0	45	
	MW08_2.5	22	
	SB01_0.5	45	
	SB01_1.0	56	
	SB02_0.6	26	
	SB02_0.6	80	
	SB03_1.5	27	
	SB04_0.5	56	
	SB05_0.8	29	
	SB05_2.0	23	
	SB06_1.0	56	
	SB06_2.2	110	
	SB07_0.5	47	
SB07_1.0	38		
Cadmium	MW08_1.0	5.7	NEPM EIL (3 mg/kg)
	SB04_0.3	4.3	
	SB04_0.5	11	
	SB07_1.0	5.8	
Lead	F12R_2.0	6,300	NEPM HIL F (1,500 mg/kg)
	MW08_1.0	850	NEPM EIL (600 mg/kg)
	MW08_2.5	120,000	NEPM HIL F (1,500 mg/kg)
	SB01_0.5	630	NEPM EIL (600 mg/kg)
	SB01_1.0	870	NEPM EIL (600 mg/kg)
	SB02_0.6	630	NEPM EIL (600 mg/kg)
	SB03_1.5	840	NEPM EIL (600 mg/kg)
	SB04_0.5	1,200	NEPM EIL (600 mg/kg)
	SB05_0.8	1,400	NEPM EIL (600 mg/kg)
	SB06_0.2	680	NEPM EIL (600 mg/kg)
	SB07_0.5	860	NEPM EIL (600 mg/kg)
	SB07_1.0	1,200	NEPM EIL (600 mg/kg)
Mercury	F12R_1.1	3.1	NEPM EIL (1 mg/kg)

	MW08_1.0	1.2	
	SB04_0.5	5.2	
Nickel	MW08_0.3	100	NEPM EIL (60 mg/kg)
	SB04_0.3	65	
	SB05_0.2	65	
	SB05_2.0	68	
Zinc	F12R_0.5	380	NEPM EIL (200 mg/kg)
	F12R_1.0	950	NEPM EIL (200 mg/kg)
	F12R_2.0	760	NEPM EIL (200 mg/kg)
	MW08_1.0	1,700	NEPM EIL (200 mg/kg)
	MW08_2.5	39,000	NEPM HIL F (35,000 mg/kg)
	SB01_0.5	540	NEPM EIL (200 mg/kg)
	SB01_1.0	2,200	NEPM EIL (200 mg/kg)
	SB02_0.0	290	NEPM EIL (200 mg/kg)
	SB02_0.6	620	NEPM EIL (200 mg/kg)
	SB02_0.6	700	NEPM EIL (200 mg/kg)
	SB03_1.5	450	NEPM EIL (200 mg/kg)
	SB04_0.3	560	NEPM EIL (200 mg/kg)
	SB04_0.5	2,300	NEPM EIL (200 mg/kg)
	SB05_0.2	450	NEPM EIL (200 mg/kg)
	SB05_0.8	1,900	NEPM EIL (200 mg/kg)
	SB05_2.0	300	NEPM EIL (200 mg/kg)
	SB06_0.2	760	NEPM EIL (200 mg/kg)
	SB06_1.0	690	NEPM EIL (200 mg/kg)
	SB07_0.5	770	NEPM EIL (200 mg/kg)
	SB07_1.0	1,300	NEPM EIL (200 mg/kg)



## **APPENDIX B**

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### ASBESTOS REMOVAL VALIDATION DOCUMENTATION



29 July 2012

Mr Wayne Clarkson  
Project One Contracting  
PO Box 732  
Leichhardt NSW 2040

**RE: ASBESTOS CEMENT ROOF AND WALL REMOVAL CLEARANCE CERTIFICATION  
WESTERN SIDE OF WAREHOUSE BUILDING  
BLUESCOPE DISTRIBUTION PTY LTD, MANCHESTER ROAD WEST, AUBURN NSW**

Dear Sir,

We refer to the visual inspection undertaken on Sunday 29 July 2012, at the Bluescope Distribution Pty Ltd site in Manchester Road West, Auburn NSW following the completion of the removal of corrugated asbestos cement sheet cladding from the western side of the roof, western side of the northern perimeter wall and the western perimeter wall of the warehouse building at the site.

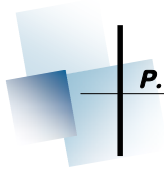
This inspection, which was of a visual nature only, was carried out in accordance with the Section 3.10 of the How to Safely Remove Asbestos Code of Practice issued by Safe Work Australia.

The visual inspection undertaken on 29 July 2012 found the corrugated asbestos cement roofing, roof accessories and cladding to the northern external wall and western perimeter wall to have been satisfactorily removed from the western side of the warehouse building at the site. The accessible ground areas adjacent to this portion of the building and the floor and other accessible surfaces that were exposed within the western side of the building during the work were found to be free of visible fragments of asbestos cement sheet debris from this work.

Monitoring for airborne asbestos fibres undertaken in conjunction with the asbestos removal work on 27, 28 and 29 July 2012 returned a result of less than 0.01 fibres per millilitre of air (<0.01 fibres/ml) which is below the lowest detectable level using the membrane filter method [NOHSC:3003(2005)].

The National Occupational Health and Safety Commission recommended maximum exposure level for airborne asbestos fibres is 0.1 fibres per millilitre of air (as an 8 hour time weighted average).

The warehouse building at the Bluescope Distribution Pty Ltd site in Manchester Road West, Auburn NSW may be safely accessed without the use of asbestos personal protective equipment.



Page 2 of 2  
29 July 2012

If you require any further information please contact the undersigned on 0437 251 358.

Yours faithfully

**P. CLIFTON & ASSOCIATES PTY LTD**

Philip Clifton  
Principal



15 July 2012

Mr Wayne Clarkson  
Project One Contracting  
PO Box 732  
Leichhardt NSW 2040

**RE: ASBESTOS CEMENT ROOF AND WALL REMOVAL CLEARANCE CERTIFICATION  
EASTERN SIDE OF WAREHOUSE BUILDING  
BLUESCOPE DISTRIBUTION PTY LTD, MANCHESTER ROAD WEST, AUBURN NSW**

Dear Sir,

We refer to the visual inspection undertaken on Sunday 15 July 2012, at the Bluescope Distribution Pty Ltd site in Manchester Road West, Auburn NSW following the completion of the removal of corrugated asbestos cement sheet cladding from the eastern side of the roof and eastern side of the northern external wall cladding from the warehouse building at the site.

This inspection, which was of a visual nature only, was carried out in accordance with the Section 3.10 of the How to Safely Remove Asbestos Code of Practice issued by Safe Work Australia.

The visual inspection undertaken on 15 July 2012 found the corrugated asbestos cement roofing, roof accessories and cladding to the northern external wall to have been satisfactorily removed from the eastern side of the warehouse building at the site. The accessible ground areas adjacent to this portion of the building and the floor and other accessible surfaces that were exposed within the eastern side of the building during the work were found to be free of visible fragments of asbestos cement sheet debris from this work.

Monitoring for airborne asbestos fibres undertaken in conjunction with the asbestos removal work on 13, 14 and 15 July 2012 returned a result of less than 0.01 fibres per millilitre of air (<0.01 fibres/ml) which is below the lowest detectable level using the membrane filter method [NOHSC:3003(2005)].

The National Occupational Health and Safety Commission recommended maximum exposure level for airborne asbestos fibres is 0.1 fibres per millilitre of air (as an 8 hour time weighted average).

The warehouse building at the Bluescope Distribution Pty Ltd site in Manchester Road West, Auburn NSW may be safely accessed without the use of asbestos personal protective equipment.

Page 2 of 2  
15 July 2012

If you require any further information please contact the undersigned on 0437 251 358.

Yours faithfully

**P. CLIFTON & ASSOCIATES PTY LTD**

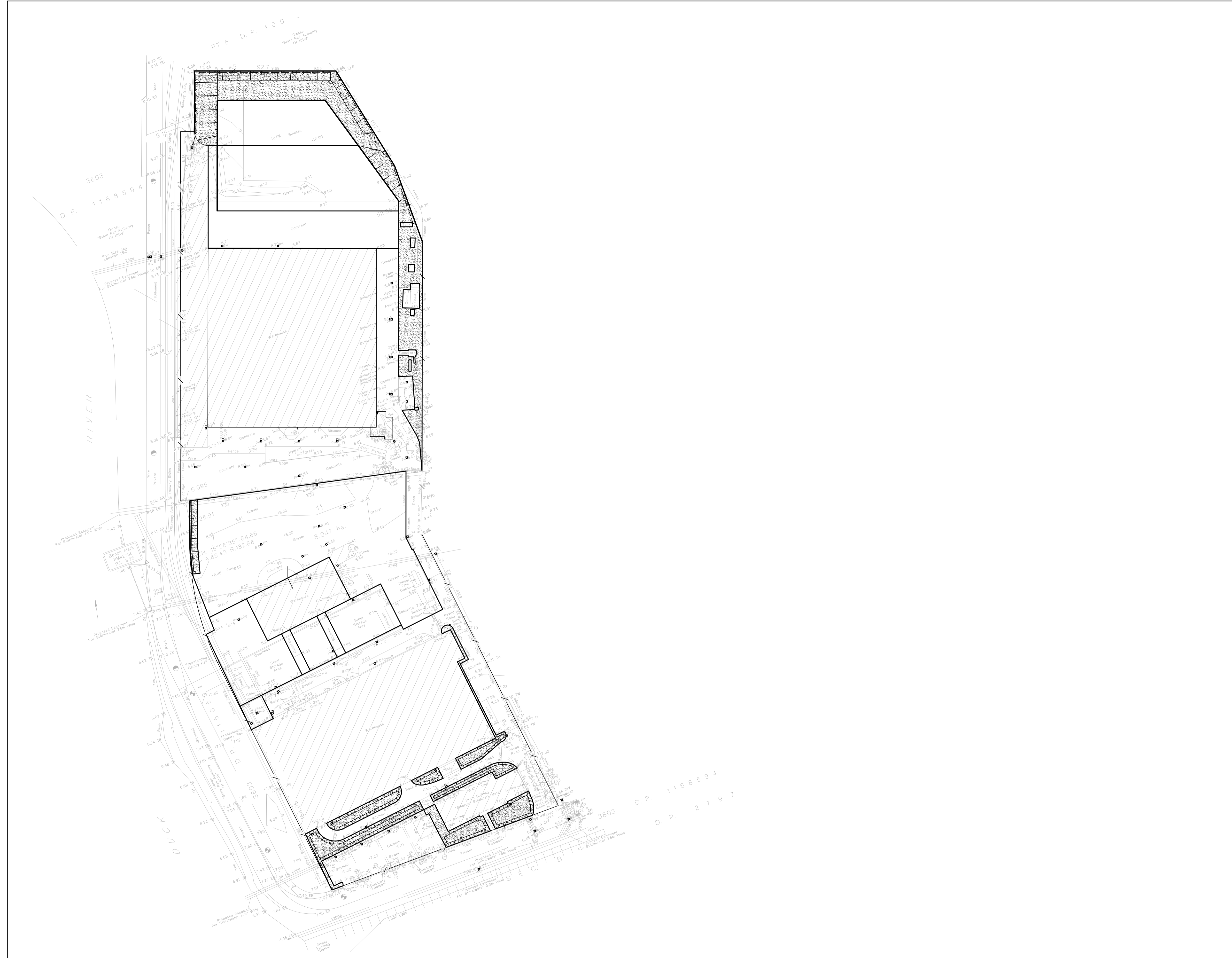


Philip Clifton  
Principal

## **APPENDIX C**

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### REMEDICATION DESIGN DOCUMENTATION

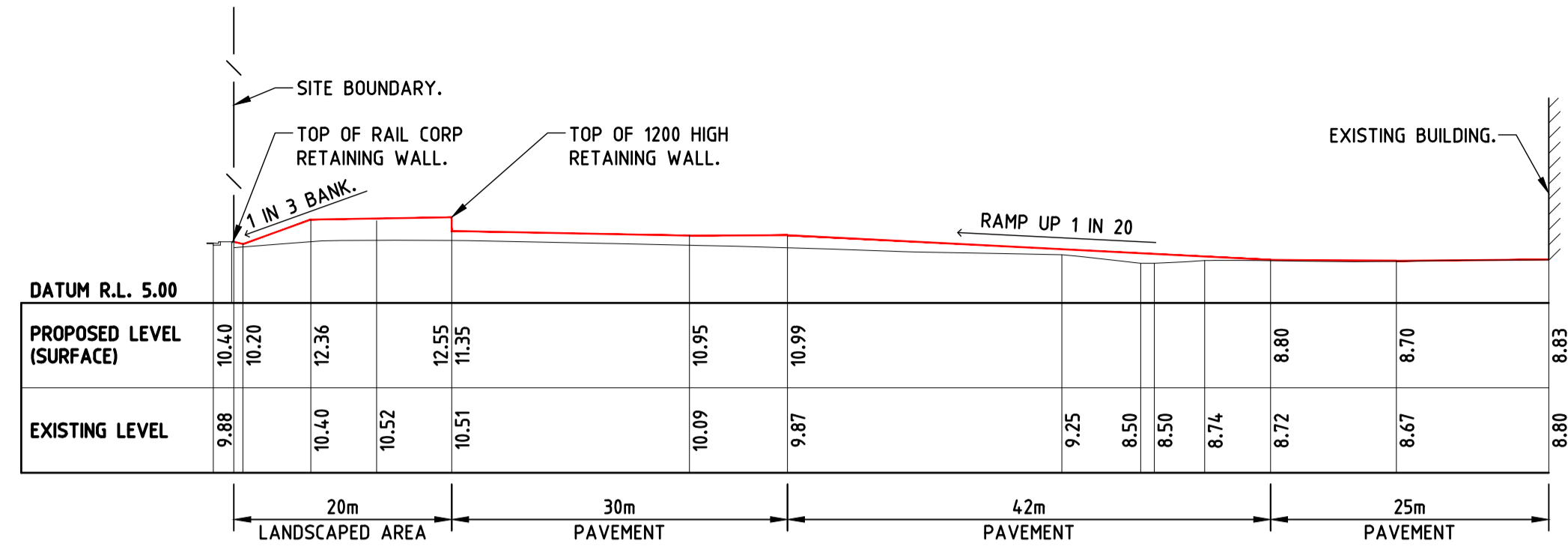


No.	Date	Description	Ver.	Appr.
A	16.10.13	GENERAL AMENDMENTS		

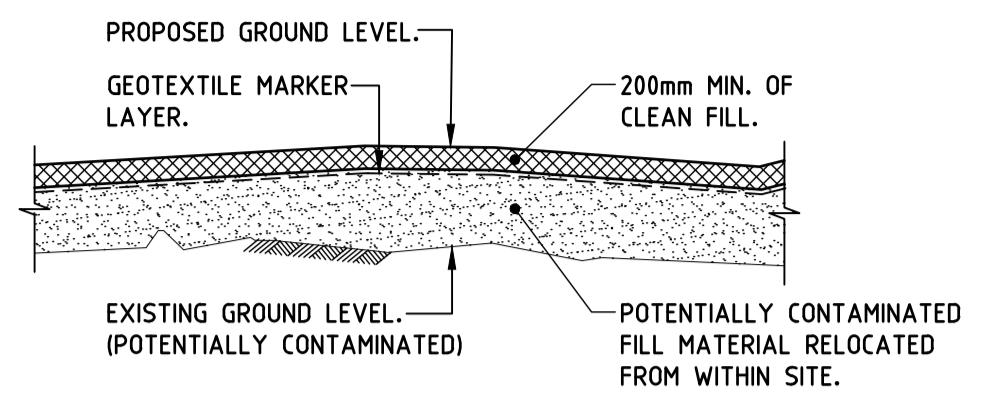
Client  
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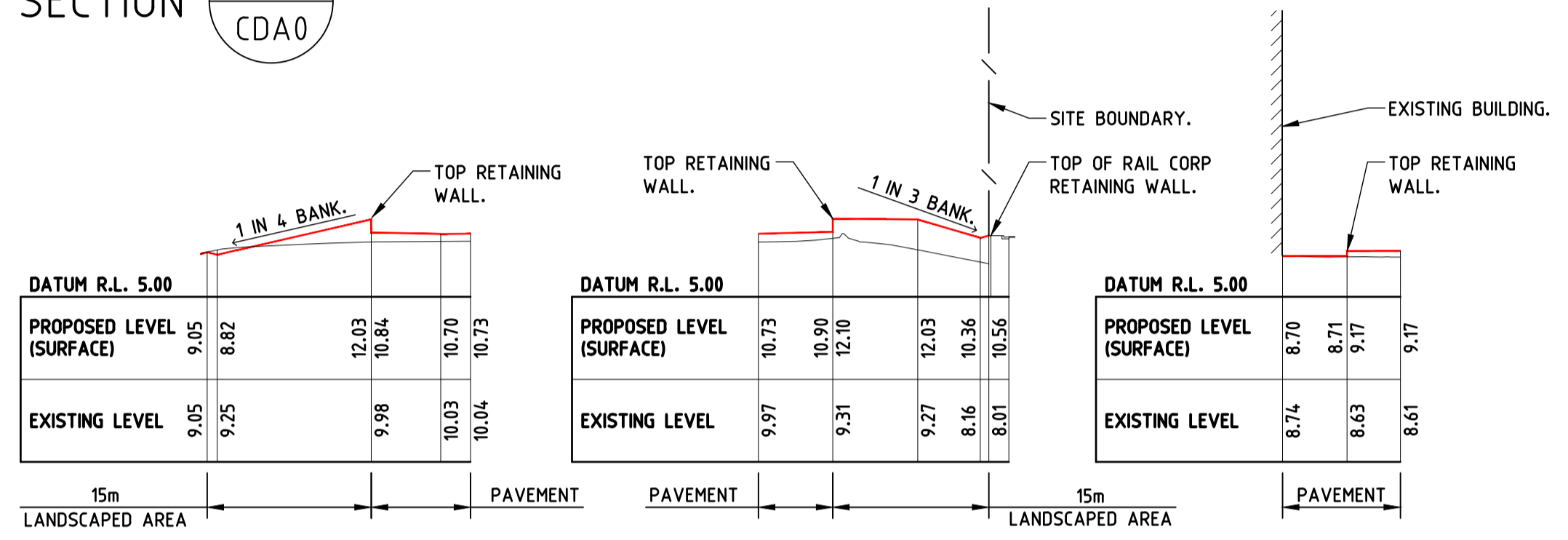
BLUESCOPE  
 300 MANCHESTER ROAD, AU  
 PROPOSED LANDSCAPE  
 WORKS PLAN



SECTION 1  
CDA0



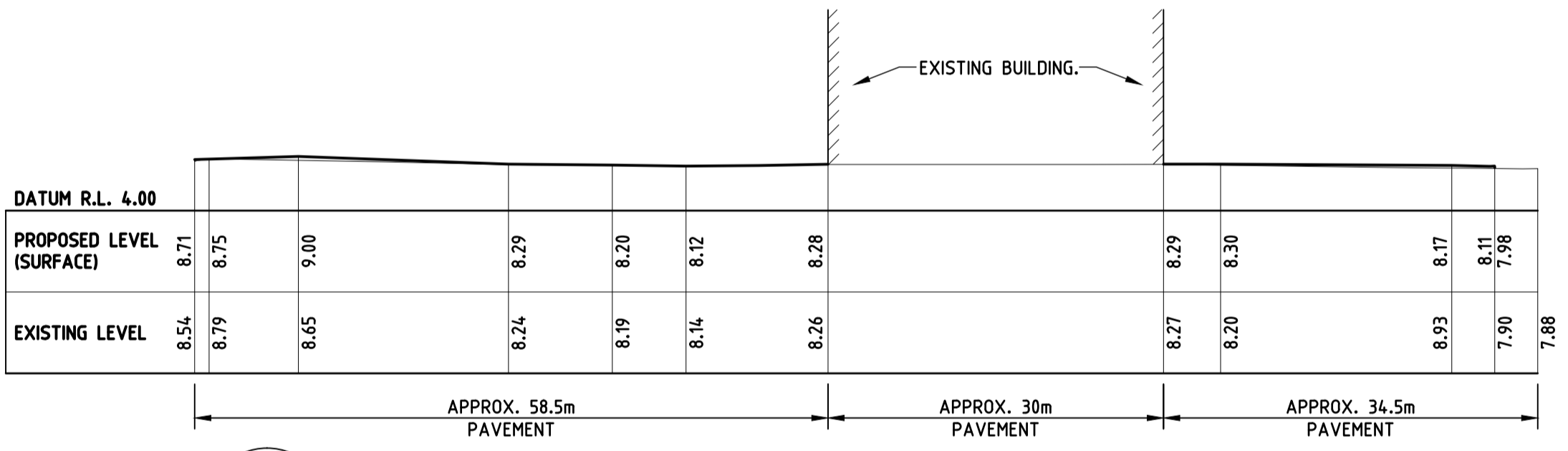
TYPICAL SECTION THROUGH LANDSCAPED AREAS.  
SCALE - NTS



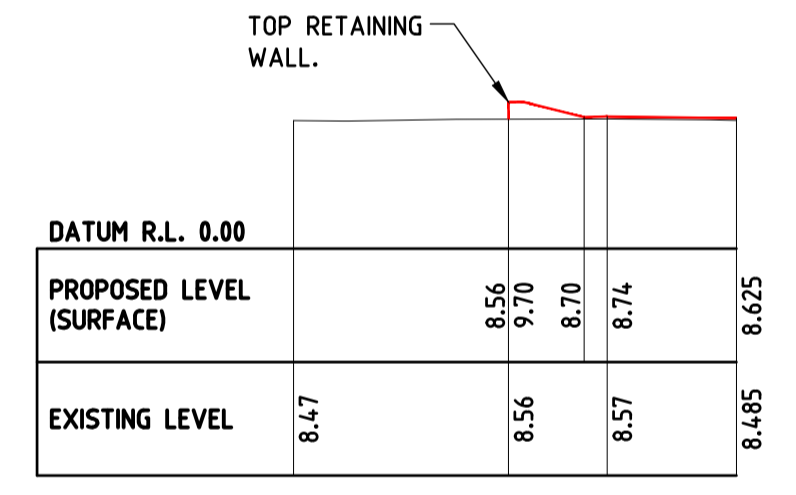
SECTION 2  
CDA0

SECTION 3  
CDA0

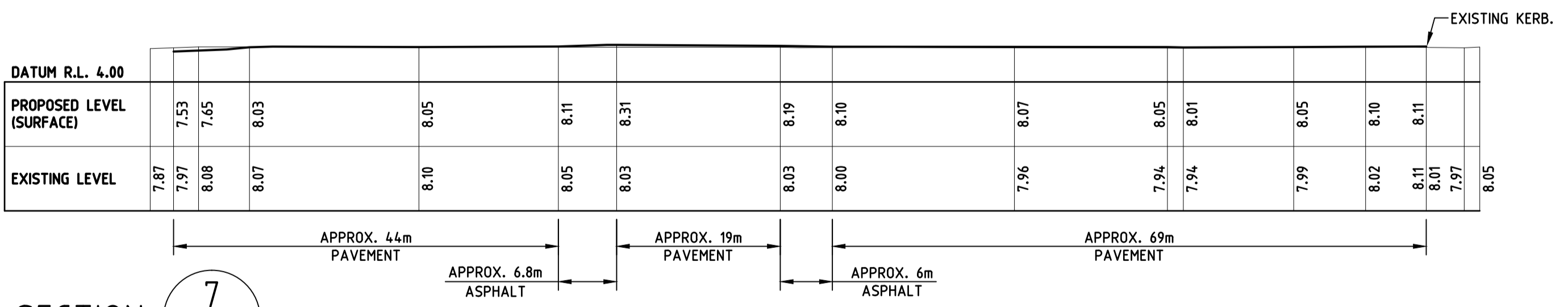
SECTION 4  
CDA0



SECTION 5  
CDA0



SECTION 6  
CDA0



SECTION 7  
CDA0

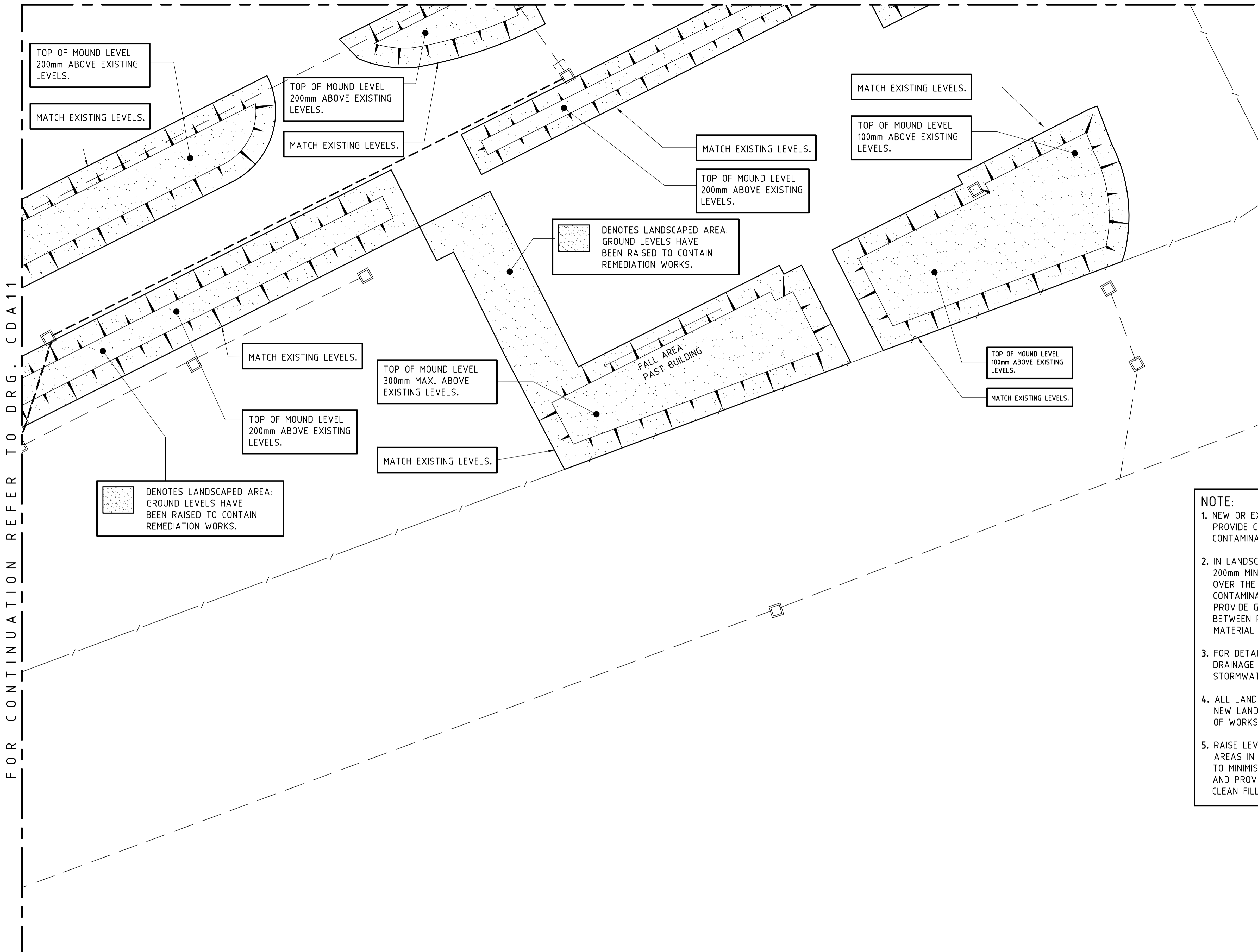
No.	Date	Description	Ver.	Appr.
A	16.10.13	GENERAL AMENDMENTS		

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PROPOSED WORKS  
SECTIONS





FOR CONTINUATION REFER TO DRG. CDA 11

- NOTE:**
1. NEW OR EXISTING AREAS TO PROVIDE CAP TO CONTAMINATED AREAS.
  2. IN LANDSCAPED AREAS TO PROVIDE 200mm MIN. OF CLEAN FILL OVER THE PAVED AREAS TO CONTAMINATED AREAS TO PROVIDE GEOGRAPHERIC BARRIERS BETWEEN PAVED AREAS AND MATERIAL AREAS.
  3. FOR DETAIL OF DRAINAGE SYSTEMS FOR STORMWATER MANAGEMENT.
  4. ALL LANDSCAPED AREAS TO BE NEW LANDSCAPED AREAS TO PROVIDE OF WORKS.
  5. RAISE LEVELS IN CERTAIN AREAS TO MINIMISE CONTAMINATION AND PROVIDE CLEAN FILL OVER EXISTING AREAS.

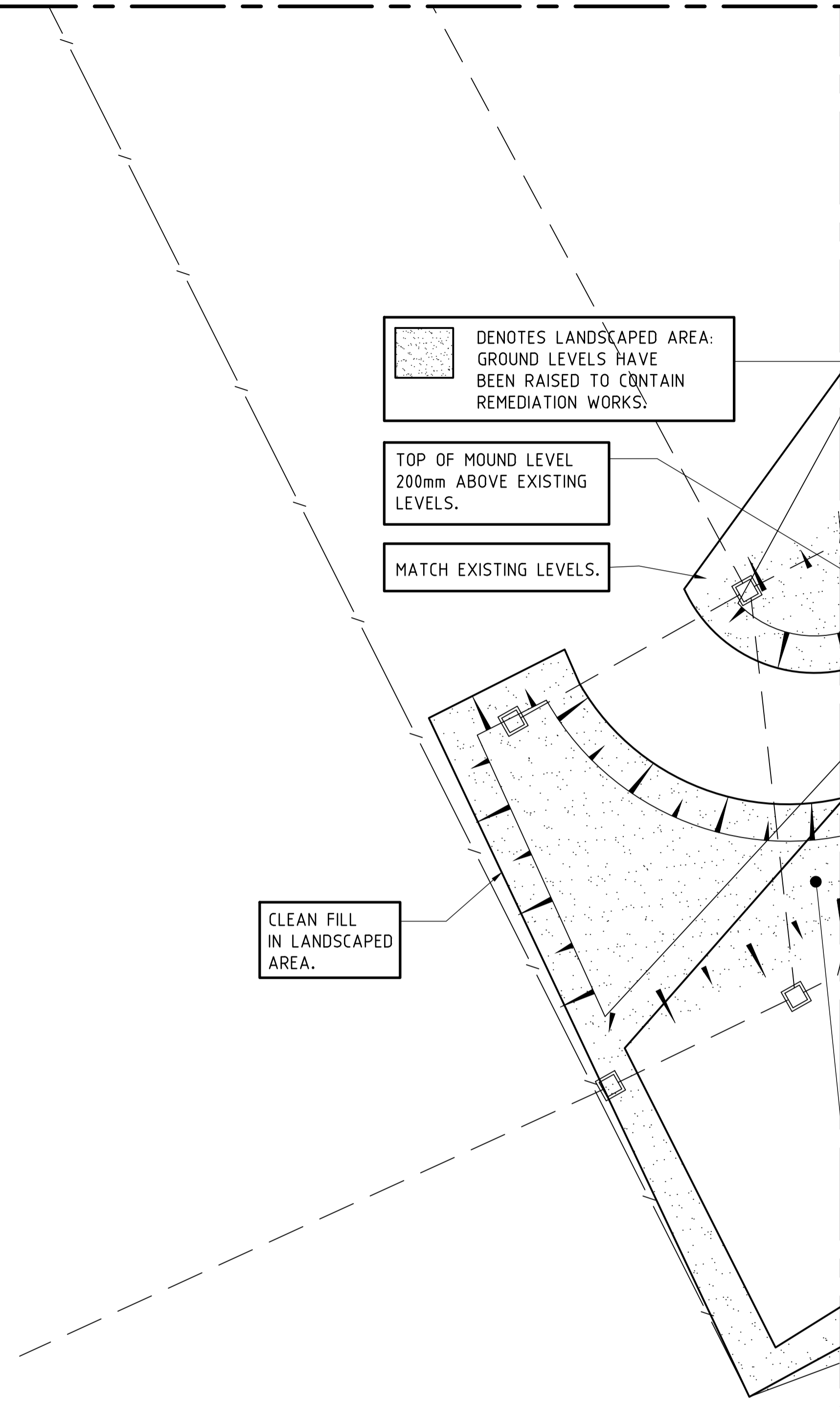
No.	Date	Description	Ver.	Appr.
A	16.10.13	GENERAL AMENDMENTS		

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PROPOSED WORKS  
PLAN - SHEET 12

- NOTE:**
1. NEW OR EXISTING PAVEMENT TO PROVIDE CAPPING TO POTENTIALLY CONTAMINATED GROUND BELOW.
  2. IN LANDSCAPED AREAS PROVIDE 200mm MIN. OF CLEAN FILL/TOPSOIL OVER THE POTENTIALLY CONTAMINATED GROUND. PROVIDE GEOTEXTILE MARKER LAYER BETWEEN POTENTIALLY CONTAMINATED MATERIAL AND CLEAN FILL.
  3. FOR DETAIL OF STORMWATER DRAINAGE SYSTEM REFER TO STORMWATER MANAGEMENT PLAN.
  4. ALL LANDSCAPED AREAS TO HAVE NEW LANDSCAPING ON COMPLETION OF WORKS.
  5. RAISE LEVELS IN LANDSCAPED AREAS IN CENTRE ON GARDEN BEDS TO MINIMISE MOVEMENT OF MATERIAL AND PROVIDE 200mm DEPTH OF CLEAN FILL OVER ENTIRE AREA.



No.	Date	Description	Ver.	Appr.
A	16.10.13	GENERAL AMENDMENTS		

Client  
BLUESCOPE BUILDINGS

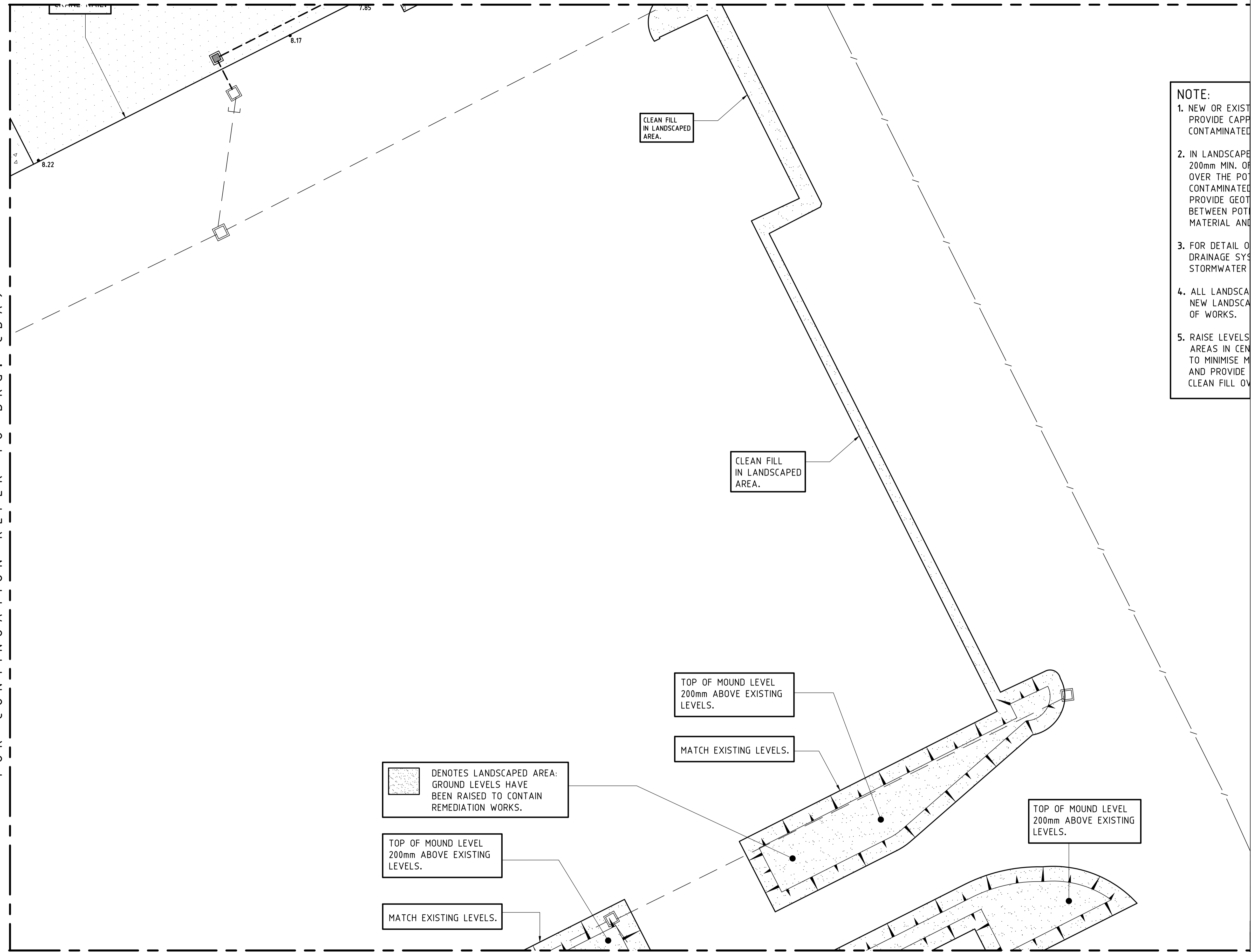
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PROPOSED WORKS  
PLAN - SHEET 11

FOR CONTINUATION REFER TO DRG. CDA 8

FOR CONTINUATION REFER TO DRG. CDA 9

- NOTE:**
1. NEW OR EXISTING POTENTIAL CONTAMINATION AREAS TO BE REMEDIATED. PROVIDE CAP AND PROVIDE CLEAN FILL OVER CONTAMINATED AREAS.
  2. IN LANDSCAPED AREAS, PROVIDE A 200mm MIN. OF CLEAN FILL OVER THE POTENTIAL CONTAMINATION. PROVIDE GEOTEXTILE BETWEEN POTENTIAL CONTAMINATION MATERIAL AND CLEAN FILL.
  3. FOR DETAIL OF DRAINAGE SYSTEMS REFER TO DRG. CDA 12.
  4. ALL LANDSCAPED AREAS TO BE NEW LANDSCAPED AREAS. PROVIDE CLEAN FILL OVER EXISTING AREAS.
  5. RAISE LEVELS IN CENTRAL AREAS TO MINIMISE MOUNDING AND PROVIDE CLEAN FILL OVER EXISTING AREAS.



FOR CONTINUATION REFER TO DRG. CDA 12

No.	Date	Description	Ver.	Appr.
A	16.10.13	GENERAL AMENDMENTS		

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 PROPOSED WORKS  
 PLAN - SHEET 10

FOR CONTINUATION REFER TO DRG. CDA 7

**NOTE:**

1. NEW OR EXISTING PAVEMENT TO PROVIDE CAPPING TO POTENTIALLY CONTAMINATED GROUND BELOW.
2. IN LANDSCAPED AREAS PROVIDE 200mm MIN. OF CLEAN FILL/TOPSOIL OVER THE POTENTIALLY CONTAMINATED GROUND. PROVIDE GEOTEXTILE MARKER LAYER BETWEEN POTENTIALLY CONTAMINATED MATERIAL AND CLEAN FILL.
3. FOR DETAIL OF STORMWATER DRAINAGE SYSTEM REFER TO STORMWATER MANAGEMENT PLAN.
4. ALL LANDSCAPED AREAS TO HAVE NEW LANDSCAPING ON COMPLETION OF WORKS.

DENOTES NEW ASPHALTIC CONCRETE PAVEMENT

DENOTES NEW PAVEMENT

FOR CONTINUATION REFER TO DRG. CDA 11

No.	Date	Description	Ver.	Appr.
A	16.10.13	GENERAL AMENDMENTS		

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PROPOSED WORKS  
PLAN - SHEET 9

FOR CONTINUATION REFER TO DRG. CDA 6

FOR CONTINUATION REFER TO DRG. CDA 7

- NOTE:**
1. NEW OR EXISTING PAVEMENT TO BE PROVIDED. PROVIDE CAPPING OVER POTENTIAL CONTAMINATED GROUND.
  2. IN LANDSCAPED AREAS PROVIDE 200mm MIN. OF CLEAN FILL OVER THE POTENTIAL CONTAMINATED GROUND. PROVIDE GEOTEXTILE BETWEEN POTENTIAL CONTAMINATED GROUND AND CLEAN FILL.
  3. FOR DETAIL OF STORM DRAINAGE SYSTEM REFER TO STORM DRAINAGE PLAN.
  4. ALL LANDSCAPED AREAS TO BE COMPLETED AS PART OF NEW LANDSCAPING WORKS.

DENOTES NEW PAVEMENT

EXISTING ROAD TO REMAIN.

DENOTES NEW ASPHALTIC CONCRETE PAVEMENT

DENOTES NEW PAVEMENT

MAINTAIN LEVELS AT RAIL.

MAINTAIN CRANE PAUL

FOR CONTINUATION REFER TO DRG. CDA 10

No.	Date	Description	Ver.	Appr.
A	16.10.13	GENERAL AMENDMENTS		

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PROPOSED WORKS  
PLAN - SHEET 8

FOR CONTINUATION REFER TO DRG. CDA 5

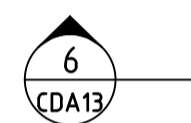
MATCH EXISTING LEVELS.

**NOTE:**

1. NEW OR EXISTING PAVEMENT TO PROVIDE CAPPING TO POTENTIALLY CONTAMINATED GROUND BELOW.
2. IN LANDSCAPED AREAS PROVIDE 200mm MIN. OF CLEAN FILL/TOPSOIL OVER THE POTENTIALLY CONTAMINATED GROUND. PROVIDE GEOTEXTILE MARKER LAYER BETWEEN POTENTIALLY CONTAMINATED MATERIAL AND CLEAN FILL.
3. FOR DETAIL OF STORMWATER DRAINAGE SYSTEM REFER TO STORMWATER MANAGEMENT PLAN.
4. ALL LANDSCAPED AREAS TO HAVE NEW LANDSCAPING ON COMPLETION OF WORKS.

DENOTES NEW PAVEMENT

GARDEN BED. BANK 1 IN 4 MAX. CONTAMINATED MATERIAL BELOW 200mm CLEAN FILL OVER.



DENOTES LANDSCAPED AREA. GROUND LEVELS HAVE BEEN RAISED TO CONTAIN REMEDIATION WORKS.

DENOTES NEW ASPHALTIC CONCRETE PAVEMENT

RW

FOR CONTINUATION REFER TO DRG. CDA 9

No.	Date	Description	Ver.	Appr.
A	16.10.13	GENERAL AMENDMENTS		

Client  
BLUESCOPE BUILDINGS

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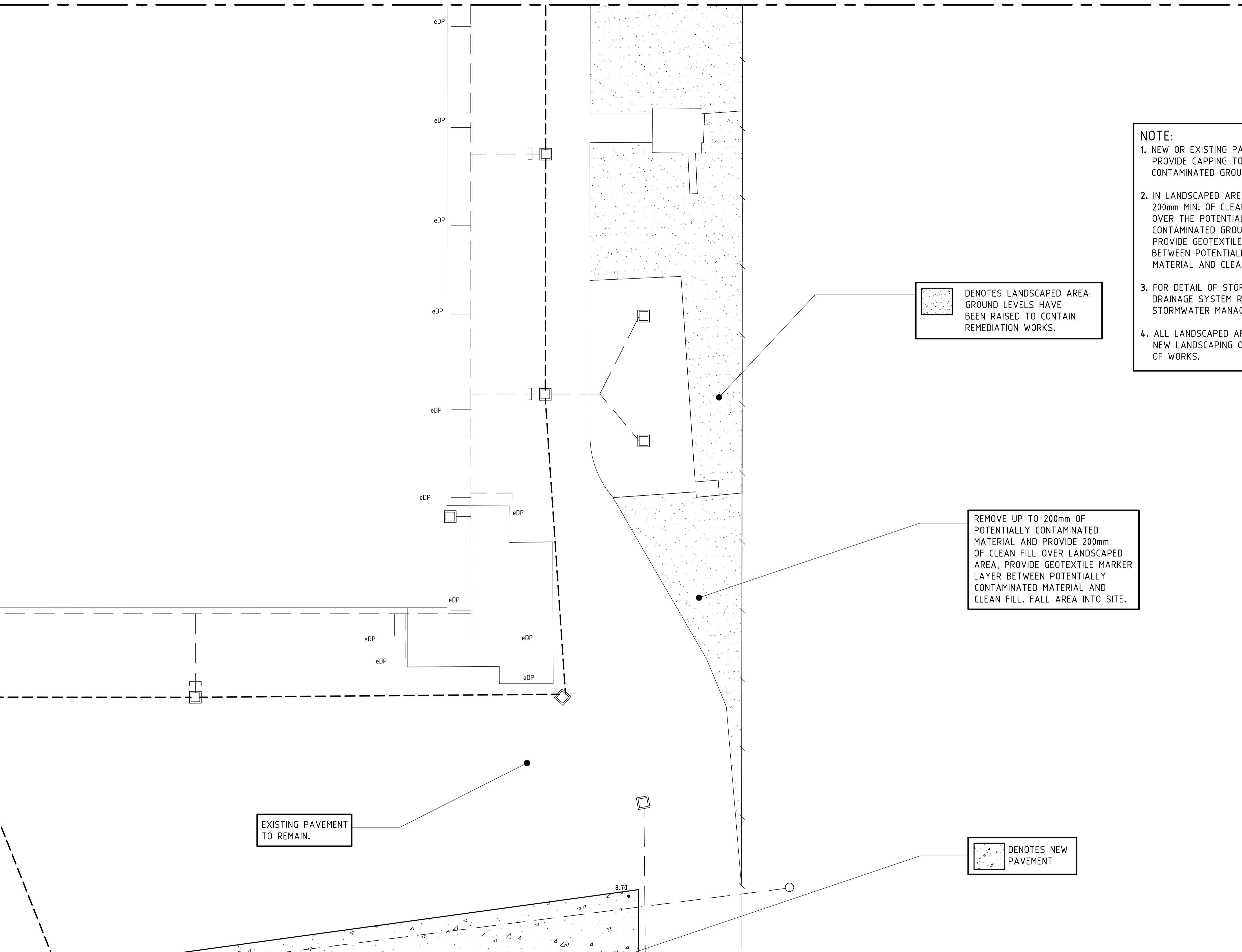
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300 MANCHESTER ROAD, AU

PROPOSED WORKS  
PLAN - SHEET 7

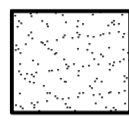
FOR CONTINUATION REFER TO DRG. CDA 4

FOR CONTINUATION REFER TO DRG. CDA 5




**NOTE:**

1. NEW OR EXISTING PAVEMENT SHALL BE PROVIDED TO CAPPING TO POTENTIALLY CONTAMINATED GROUND.
2. IN LANDSCAPED AREAS PROVIDE 200mm MIN. OF CLEAN FILL OVER THE POTENTIALLY CONTAMINATED GROUND. PROVIDE GEOTEXTILE MARKER BETWEEN POTENTIALLY CONTAMINATED MATERIAL AND CLEAN FILL.
3. FOR DETAIL OF STORAGE AND DRAINAGE SYSTEM REFER TO DRG. CDA 8 FOR STORMWATER MANAGEMENT.
4. ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH NEW LANDSCAPING ON COMPLETION OF WORKS.

 DENOTES LANDSCAPED AREA: GROUND LEVELS HAVE BEEN RAISED TO CONTAIN REMEDIATION WORKS.

REMOVE UP TO 200mm OF POTENTIALLY CONTAMINATED MATERIAL AND PROVIDE 200mm OF CLEAN FILL OVER LANDSCAPED AREA, PROVIDE GEOTEXTILE MARKER LAYER BETWEEN POTENTIALLY CONTAMINATED MATERIAL AND CLEAN FILL. FALL AREA INTO SITE.

 DENOTES NEW PAVEMENT

EXISTING PAVEMENT TO REMAIN.

FOR CONTINUATION REFER TO DRG. CDA 8

No.	Date	Description	Ver.	Appr.
A	16.10.13	GENERAL AMENDMENTS		

Client  
BLUESCOPE BUILDINGS

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BLUESCOPE  
300 MANCHESTER ROAD, AU  
PROPOSED WORKS  
PLAN - SHEET 6

FOR CONTINUATION REFER TO DRG. CDA 3

Sewer  
Pumping  
Station

**NOTE:**

1. NEW OR EXISTING PAVEMENT TO PROVIDE CAPPING TO POTENTIALLY CONTAMINATED GROUND BELOW.
2. IN LANDSCAPED AREAS PROVIDE 200mm MIN. OF CLEAN FILL/TOPSOIL OVER THE POTENTIALLY CONTAMINATED GROUND. PROVIDE GEOTEXTILE MARKER LAYER BETWEEN POTENTIALLY CONTAMINATED MATERIAL AND CLEAN FILL.
3. FOR DETAIL OF STORMWATER DRAINAGE SYSTEM REFER TO STORMWATER MANAGEMENT PLAN.
4. ALL LANDSCAPED AREAS TO HAVE NEW LANDSCAPING ON COMPLETION OF WORKS.

FOR CONTINUATION REFER TO DRG. CDA 7

No.	Date	Description	Ver.	Appr.
A	16.10.13	GENERAL AMENDMENTS		

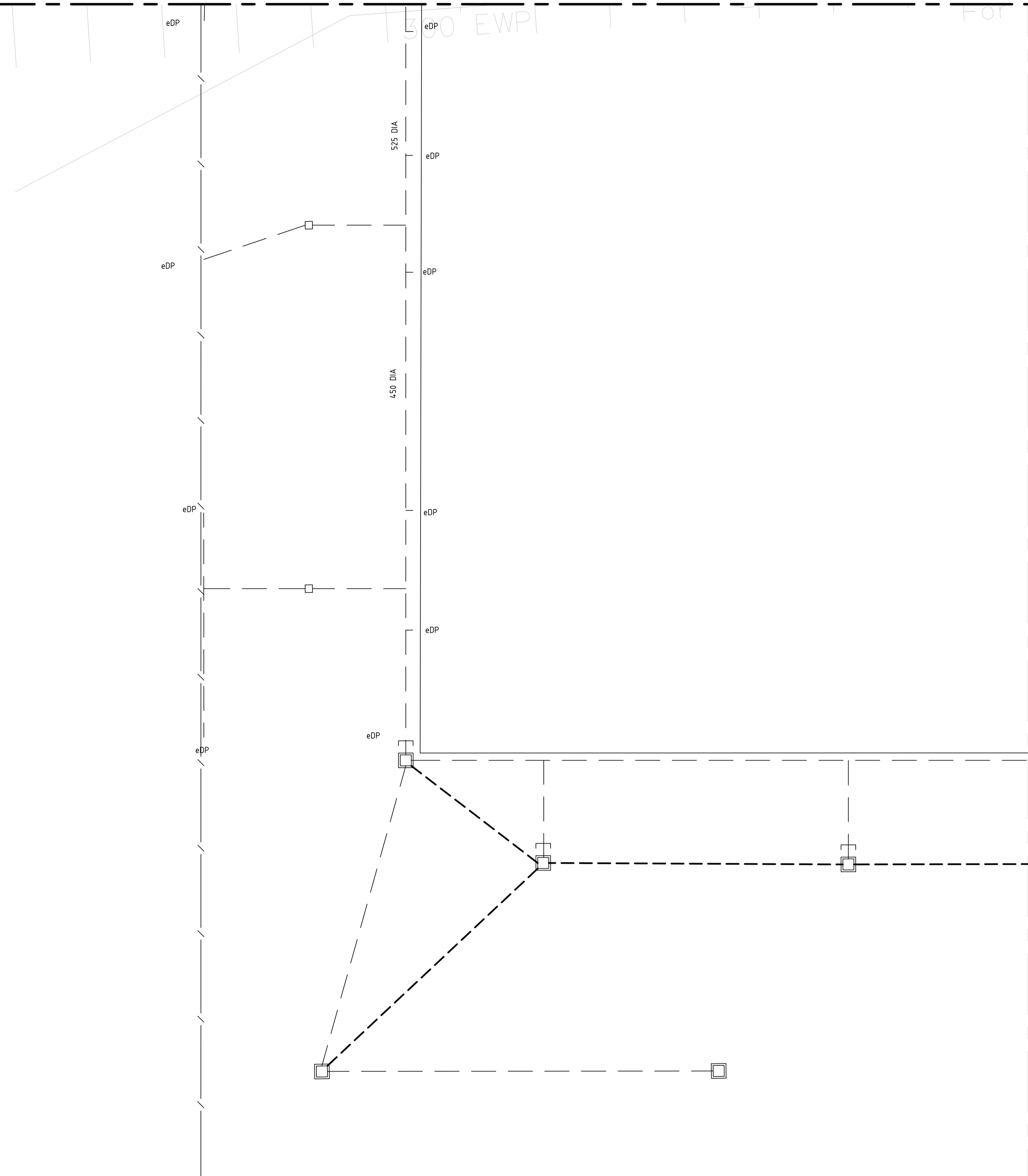
Client  
BLUESCOPE BUILDINGS

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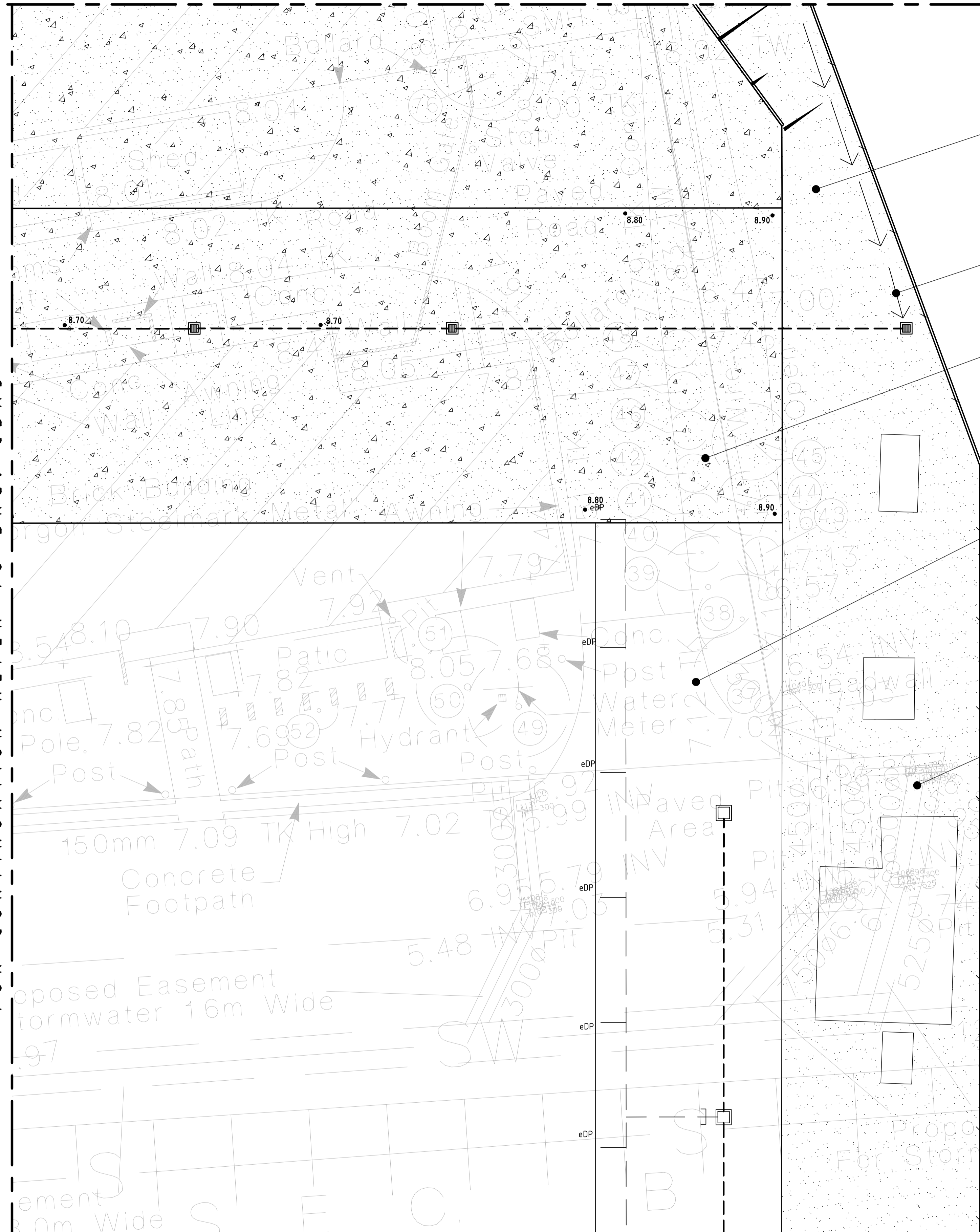
PROPOSED WORKS  
PLAN - SHEET 5





FOR CONTINUATION REFER TO DRG. CDA 2

FOR CONTINUATION REFER TO DRG. CDA 3



DENOTES LANDSCAPED AREA:  
GROUND LEVELS HAVE  
BEEN RAISED TO CONTAIN  
REMEDIAION WORKS.

NEW SWALE.

DENOTES NEW  
PAVEMENT

EXISTING PAVEMENT  
TO REMAIN.  
REPAIR AS REQUIRED.

REMOVE UP TO 200mm OF  
POTENTIALLY CONTAMINATED  
MATERIAL AND PROVIDE 200mm  
OF CLEAN FILL OVER LANDSCAPED  
AREA. FALL AREA INTO SITE.

- NOTE:**
1. NEW OR EXISTING PAVEMENT TO PROVIDE CAPPING TO PREVENT CONTAMINATED GROUNDWATER FROM ENTERING.
  2. IN LANDSCAPED AREAS PROVIDE 200mm MIN. OF CLEAN FILL OVER THE POTENTIALLY CONTAMINATED GROUND. PROVIDE GEOTEXTILE BETWEEN POTENTIAL CONTAMINATED GROUND AND CLEAN FILL.
  3. FOR DETAIL OF STORMWATER DRAINAGE SYSTEM REFER TO DRG. CDA 2 FOR STORMWATER MANAGEMENT.
  4. ALL LANDSCAPED AREAS TO BE NEW LANDSCAPING TO BE COMPLETED AS PART OF THE REMEDIATION WORKS.

FOR CONTINUATION REFER TO DRG. CDA 6

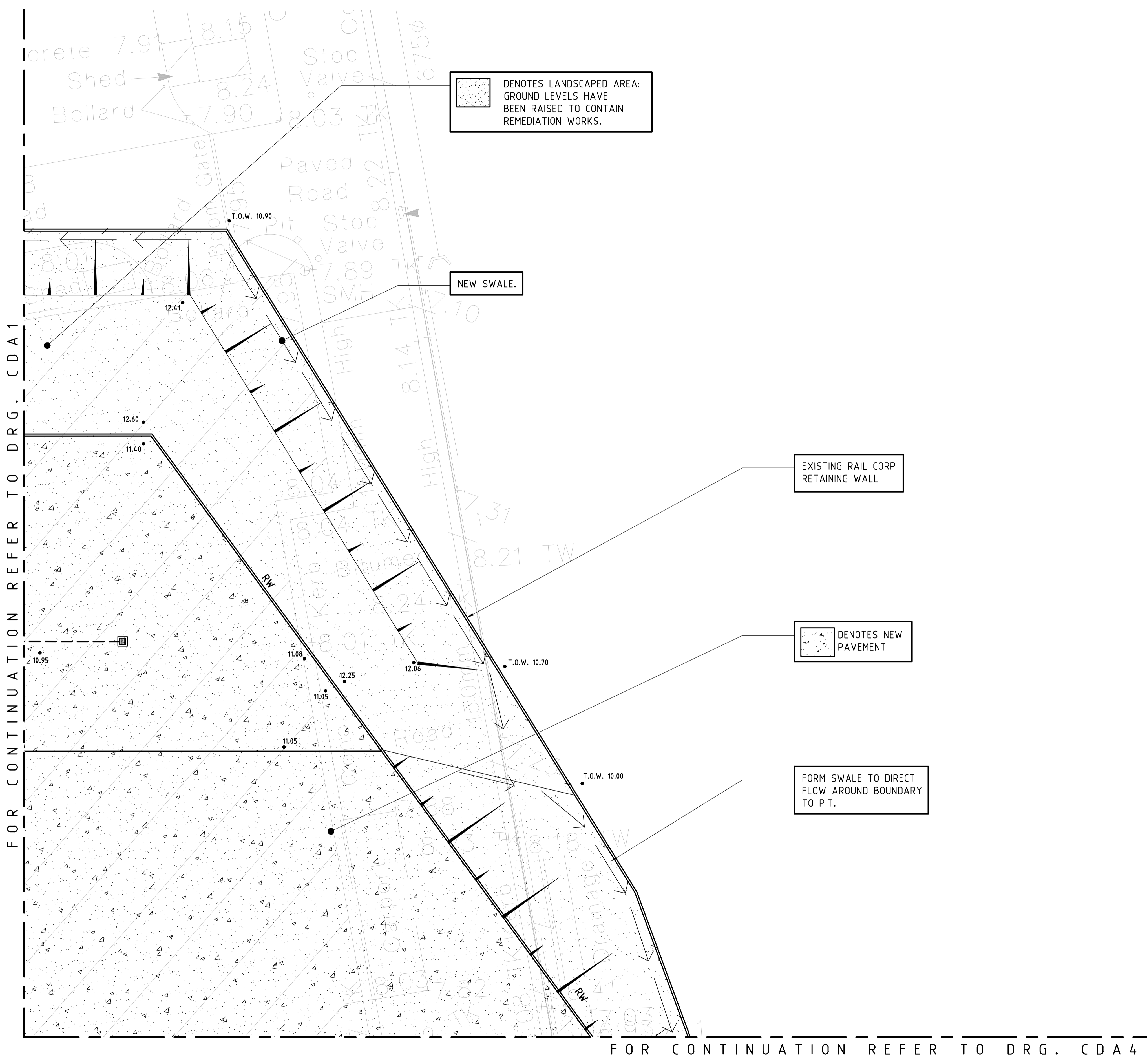
No.	Date	Description	Ver.	Appr.
A	16.10.13	GENERAL AMENDMENTS		

Client  
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PROPOSED WORKS  
PLAN - SHEET 4





DENOTES LANDSCAPED AREA. GROUND LEVELS HAVE BEEN RAISED TO CONTAIN REMEDIATION WORKS.

NEW SWALE.

EXISTING RAIL CORP RETAINING WALL

DENOTES NEW PAVEMENT

FORM SWALE TO DIRECT FLOW AROUND BOUNDARY TO PIT.

- NOTE:**
1. NEW OR EXISTING PAVEMENT TO PROVIDE CAPPING OVER CONTAMINATED GROUND.
  2. IN LANDSCAPED AREA PROVIDE 200mm MIN. OF CLEARANCE OVER THE POTENTIAL CONTAMINATED GROUND. PROVIDE GEOTEXTILE BETWEEN POTENTIAL CONTAMINATED GROUND AND CLEARANCE.
  3. FOR DETAIL OF STORM DRAINAGE SYSTEM REFER TO DRG. CDA 3 STORMWATER MANAGEMENT.
  4. ALL LANDSCAPED AREAS TO BE NEW LANDSCAPING WORKS.

No.	Date	Description	Ver.	Appr.
A	16.10.13	GENERAL AMENDMENTS		

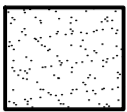
Client  
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PROPOSED WORKS  
PLAN - SHEET 2

**NOTE:**

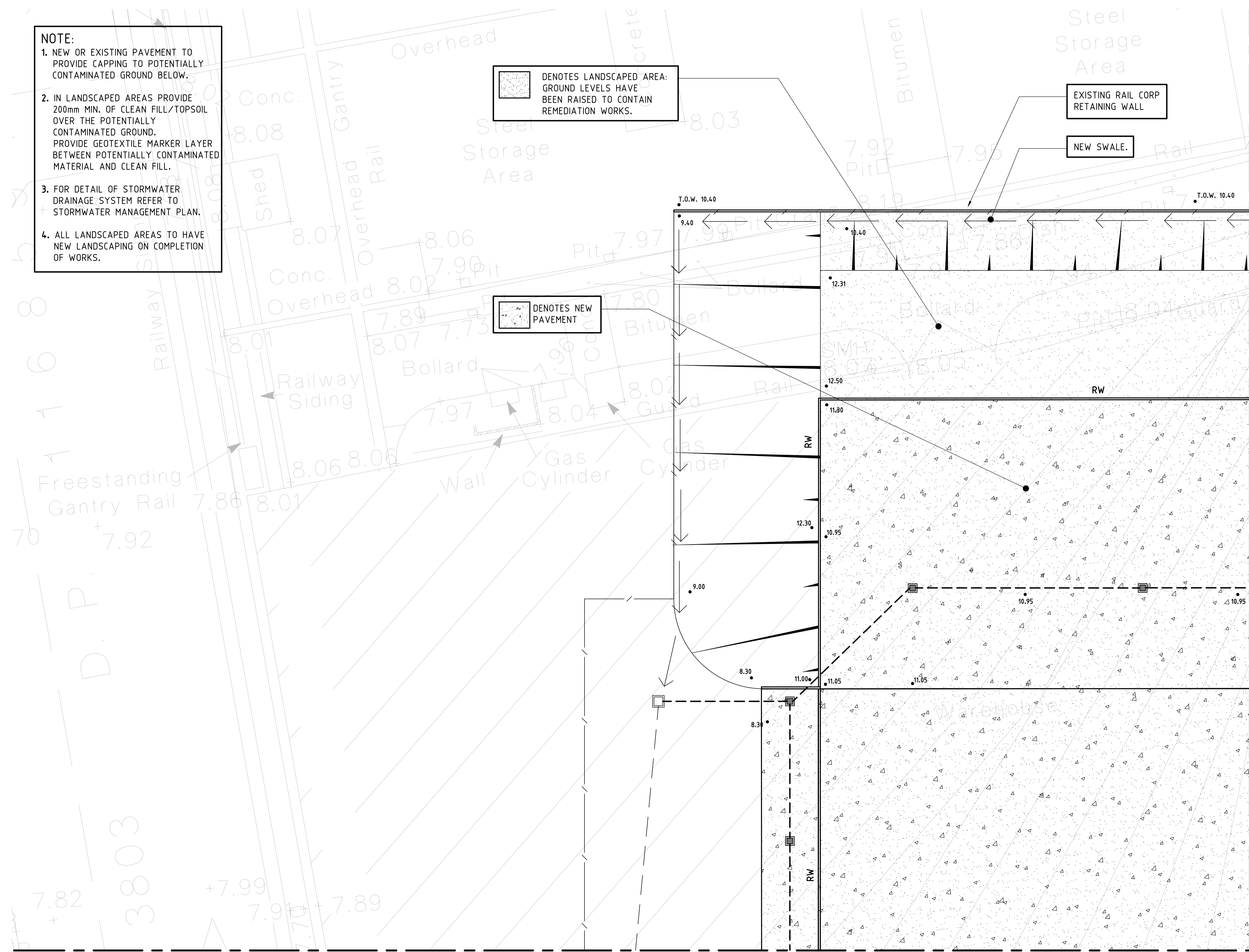
1. NEW OR EXISTING PAVEMENT TO PROVIDE CAPPING TO POTENTIALLY CONTAMINATED GROUND BELOW.
2. IN LANDSCAPED AREAS PROVIDE 200mm MIN. OF CLEAN FILL/TOPSOIL OVER THE POTENTIALLY CONTAMINATED GROUND. PROVIDE GEOTEXTILE MARKER LAYER BETWEEN POTENTIALLY CONTAMINATED MATERIAL AND CLEAN FILL.
3. FOR DETAIL OF STORMWATER DRAINAGE SYSTEM REFER TO STORMWATER MANAGEMENT PLAN.
4. ALL LANDSCAPED AREAS TO HAVE NEW LANDSCAPING ON COMPLETION OF WORKS.

 DENOTES LANDSCAPED AREA. GROUND LEVELS HAVE BEEN RAISED TO CONTAIN REMEDIATION WORKS.

 DENOTES NEW PAVEMENT

EXISTING RAIL CORP RETAINING WALL

NEW SWALE.



FOR CONTINUATION REFER TO DRG. CDA 3

No.	Date	Description	Ver.	Appr.
A	16.10.13	GENERAL AMENDMENTS		

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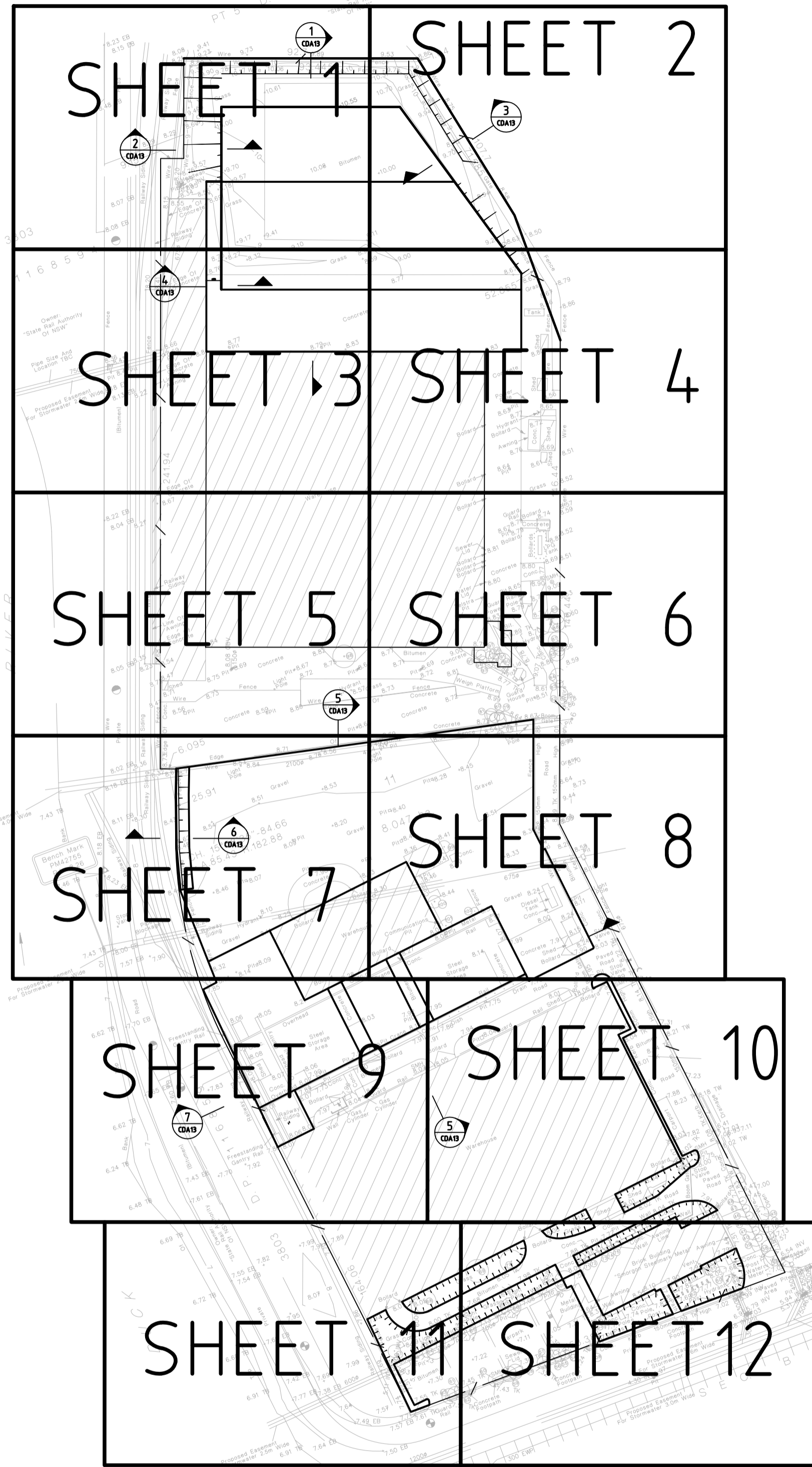
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PROPOSED WORKS  
PLAN - SHEET 1

# BLUESCOPE LOT 11 MANCHESTER ROAD, AUBURN

## REMEDIATION WORKS



SHEET LAYOUT

**DRA**

**REM**

CDA0

CDA1

CDA2

CDA3

CDA4

CDA5

CDA6

CDA7

CDA8

CDA9

CDA10

CDA11

CDA12

CDA13

CDA14

**STO**

SW1

SW2

SW3

SW4

SW5

SW6

SW7

SW8

SW9

SW10

SW11

SW12

**LEG**

RW

eDP

□

■

12.60

T.O.W. 10

No.	Date	Description	Ver.	Appr.
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CONTENTS PLAN

## **APPENDIX D**

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### LANDSCAPE AREAS CAPPING CROSS SECTION DESIGN

