

# Report

## **MONASH UNIVERSITY**

### **PHASE 1 ENVIRONMENTAL SITE ASSESSMENT**

**Berwick Campus Development,  
Monash University, Clyde Road,  
Berwick, Victoria**

**August 2016**

Environmental Engineering  
Science & Management  
Consultants



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## **USE OF REPORT**

The preparation of this report has been undertaken for the purpose of providing the results of a Phase 1 Environmental Site Assessment of the Berwick Campus Development site of Monash University at Clyde Road, Berwick, Victoria, and this report cannot be used for any other purpose.

This report is prepared solely for the benefit of Monash University, and is provided on the condition that it or any part of it will not be made available to, or relied upon by, any other party for any purpose except with the prior written consent of Peter J Ramsay & Associates Pty Ltd (whose consent may or may not be given at its discretion). Peter J Ramsay & Associates Pty Ltd consents to Monash University making this report available to other parties for the purpose of showing the scope of, and the recommendations provided in, this report, however those third parties cannot rely on the contents of this report.

## **DISCLAIMER**

This report is provided on the condition that Peter J Ramsay & Associates Pty Ltd disclaims all liability to any person other than Monash University in respect of the actions, errors or omissions of any such person in reliance, whether in whole or in part, upon the contents of this report.

## **LIMITATIONS**

Peter J Ramsay & Associates Pty Ltd has undertaken this Environmental Site Assessment in accordance with EPA and National guidelines. The nature of an Environmental Site Assessment is influenced by factors such as professional judgement, selective testing of representative samples from the site, and the reliability of the information relating to the site which was obtained by the methodology described in this report. Reasonable care has been taken to verify the accuracy of the data and information available to Peter J Ramsay & Associates Pty Ltd.

Our findings presented in this report are based on the information available to us during this Environmental Site Assessment, and some of those findings could vary if the information upon which they are based is determined to be false, inaccurate, or incomplete. Peter J Ramsay & Associates Pty Ltd disclaims all liability to any person for events taking place after the time during which the Environmental Site Assessment was undertaken.

## EXECUTIVE SUMMARY

A Phase 1 Environmental Site Assessment (ESA) was performed of the Berwick Campus Development site, Monash University, Clyde Road, Berwick, Victoria ('the site') for Monash University. The objective of the Phase 1 ESA was to evaluate the environmental condition of the site by identifying any potential sources of contamination which may represent a significant environmental liability should the site be redeveloped for a sensitive land use. The investigation was performed in accordance with the *National Environment Protection (Assessment of Site Contamination) Measure 1999* (ASC NEPM) and is consistent with a Preliminary Site Investigation as per the ASC NEPM.

The site is an irregular shaped allotment, 54.65 hectares in size, which slopes gently from east to west. Land surrounding the site is used for a variety of purposes including residential (north, south), commercial and/or industrial (north, east), recreational (north, south) and educational (east) purposes. Major transport infrastructure forms the southern (Princes Freeway), eastern (Clyde Road), and part of the northern (Pakenham Railway Line) boundaries of the site.

The site history review undertaken for the Phase 1 ESA indicates that the site was likely vacant or agricultural land until 1938, at which time Casey Airfield was established on the land. The airfield ceased operations in 1994 and in 1996 the Berwick campus of Monash University was established on a portion of the site. Nossal High School, Insight Education Centre and Berwick Healthcare were also later established on the site. The bulk of the site, however, remains vacant, agricultural land. In light of the former use of the site as an airfield, there is the potential for contamination to have occurred due to activities associated with airfield operations, such as refuelling and servicing of aircraft, and from the demolition of former airfield buildings.

The site inspection undertaken for the Phase 1 ESA identified a number of potential sources of contamination which could pose a risk to the beneficial uses of the land and/or groundwater protected under the State Environment Protection Policy. These sources should be subject to further investigation. In particular, numerous stockpiles of potentially contaminated fill were observed mainly in the south-eastern portion of the site. Fill is also indicated to have been historically imported onto the site for development purposes. In addition, historical information coupled with field observations indicates that wastes, including asbestos containing material (ACM), have been buried in the vicinity of the airfield buildings in the eastern portion of the site. Although a number of potential sources of contamination have been identified, potential impacts are likely to be largely restricted to the developed portions of the site.

On the basis of the site history review, the site inspection, and the conceptual site model, there does not appear to be any significant impediment from an environmental perspective to prevent the development of the site for a sensitive land use. However, it is noted that further investigation and some remediation and/or management is likely to be necessary to accommodate a more sensitive land use, for example if asbestos impacts are identified in land proposed to be developed (or redeveloped) for a sensitive land use.

In order to determine the suitability of the site for a sensitive land use, a Detailed Site Investigation in accordance with the ASC NEPM should be undertaken in portions of the site that have medium and high potential for contamination to be present, including the northern portion of the site and the historic airfield area in the eastern portion of the site. In addition, a limited targeted soil investigation should be undertaken on the land that is currently utilised for agricultural purposes to confirm that there are no significant impacts that would warrant detailed investigation or remediation.



## LIST OF ABBREVIATIONS

ACM	Asbestos Containing Material
AGST	Above Ground Storage Tank
ASC NEPM	<i>National Environment Protection (Assessment of Site Contamination) Measure 1999</i>
BGL	Below Ground Level
BPHS	Berwick Pakenham Historical Society
CPS	Cathodic Protection System
CSM	Conceptual Site Model
DELWP	Department of Environment, Land, Water and Planning
DBYD	Dial Before You Dig
DSI	Detailed Site Investigation
EPA	Environment Protection Authority Victoria
ESA	Environmental Site Assessment
ESV	Energy Safe Victoria
GQRUZ	Groundwater Quality Restricted Use Zone
MAH	Monocyclic Aromatic Hydrocarbon
OCP	Organochlorine Pesticide
OPP	Organophosphate Pesticide
PAH	Polycyclic Aromatic Hydrocarbon
RHSV	Royal Historical Society of Victoria
SEPP	State Environment Protection Policy
TRH	Total Recoverable Hydrocarbon
UPSS	Underground Petroleum Storage System
VOC	Volatile Organic Compound



## 1. INTRODUCTION

On 2 May 2016 Monash University engaged Peter J Ramsay & Associates Pty Ltd to perform a Phase 1 Environmental Site Assessment (ESA) of the Berwick Campus Development site of Monash University at Clyde Road, Berwick, Victoria (the site). The location of the site is shown in Figure F1.

It is understood that Monash University is working with the Metropolitan Planning Authority and Casey City Council to include the land in the Berwick Health and Education Precinct Comprehensive Development Plan. The Berwick Health and Education Precinct is proposed to allow for a wide range of land uses including residential.

The Phase 1 ESA involved a review of the site history, an inspection of the site, development of a Conceptual Site Model (CSM) and preparation of this report. The purpose of the Phase 1 ESA is to evaluate the environmental condition of the site by identifying any potential sources of contamination arising from past and present activities undertaken at the site.

The Phase 1 ESA was performed in accordance with the *National Environment Protection (Assessment of Site Contamination) Measure 1999* (ASC NEPM), as is consistent with a Preliminary Site Investigation in accordance with the ASC NEPM. Our conclusions and recommendations are presented in Section 5 of this report.

### 1.1 Scope

The scope of the Phase 1 ESA included:

- Review of relevant documentation relating to the site, including title certificates, site plans and any previous environmental and geotechnical reports (where available);
- Site history review including:
  - Inspection of current and historic aerial photographs of the site and surrounds held by the Department of Environment, Land, Water and Planning (DELWP) and Google Earth;
  - Inspection of historic maps of the site and surrounds held by the State Library Victoria;
  - Enquiries to City of Casey, WorkSafe Victoria, Energy Safe Victoria, and historical societies for information on the previous land uses and developments;
  - Review of current and historic title certificates for the site;
  - Review of publicly available Environment Protection Authority Victoria (EPA) records, including the EPA Priority Sites Register database, list of properties for which a *Certificate* or *Statement of Environmental Audit* has been issued, and map of Groundwater Quality Restricted Use Zones (GQRUZs);
- Site inspection of 22 June 2016;



- Appraisal of the expected hydrogeology, geology and soil chemistry at the site as required by EPA guidelines;
- Development of a CSM, including an assessment of the potential for the historical and present use of the site and surrounding land uses to cause site contamination, and identification of potential contaminants of concern;
- Consideration of the potential for contamination to pose a risk to the beneficial uses of the land or groundwater protected under the State Environment Protection Policy (SEPP);
- Assess the potential for contamination to restrict a range of urban use(s) including residential development proposed for the site;
- Develop relative risk rankings based on key potential contamination issues and hazards. The risk rankings will be in accordance with the Department of Sustainability and Environment *Potentially Contaminated Land – General Practice Note*, June 2005;
- Recommend appropriate levels of further assessment as required; and
- Preparation of a report on the results of the Phase 1 ESA, including recommendations for further investigation or management (if necessary).



## 2. SITE DESCRIPTION

The land subject to this investigation is located in the south-eastern Melbourne suburb of Berwick. Key features of the site and adjacent land uses are presented in Figure F2 and are described in the sections below.

### 2.1 Site Details

The site was inspected by Peter J Ramsay & Associates on 22 June 2016. The purpose of the site inspection was to observe the condition of the site and identify any potential sources of contamination of land and groundwater. Photographs of the site taken during the site inspection are presented in Appendix A. The findings of the inspection and information obtained in relation to the land are summarised in the following sections. Key features of the site which were observed during the site inspection are shown in Figures F2-F5. Site details and features are described in Table 1 below.

Table 1 Summary of Site Details and Features

Address:	76, 76T, 77T and 100 Clyde Road and 120 Enterprise Avenue, Berwick, Victoria.
Occupiers:	Monash University (part), Nossal High School (part), Insight Education Centre (part) and Berwick Healthcare (part).
Current Use:	Educational (Monash University, Nossal High School, Insight Education Centre) and Commercial (Berwick Healthcare).
Owner:	Monash University
Area:	54.65 hectares
Certificate of Title:	Lot 1 on Plan of Subdivision 725948P, Volume 10914, Folio 071. Title documentation is provided in Appendix B.
Local Government Administration:	City of Casey
Zoning:	Public Use Zone - Education (PUZ2).
Adjacent Land Uses:	North: Recreational (Buchanan Park), Industrial, and Pakenham Railway Line (east to west), then Residential. South: Princes Freeway, Residential, and Recreational (Sweeney Reserve) (east to west). East: Clyde Road, then Commercial (north-east) and Educational (Chisholm Institute) (south-east). West: Refer to 'South' above.
Topography:	The site has a gentle gradient, dropping approximately 10 m over a distance of at least 500 m from east to west.



**Buildings and structures:** Buildings occupying the site include those belonging to the following site occupiers: Berwick Healthcare in the eastern portion of the site, Monash University in the eastern portion of the site, Nossal High School in the central portion of the site, and Insight Education Centre in the northern portion of the site.

In addition, two historic airfield buildings were observed in the eastern portion of the site, and eight shipping containers were observed at the site (four within a fenced enclosure in the eastern portion of the site, three to the north of the Nossal High School car park, and one in the northern portion of the site).

Wire and timber fences were also observed on the site; the fencing served mainly to demarcate the agricultural fields from the developed portions of the site.

**Surface Conditions:** The majority of the site comprises grassed natural soil, evidently used for agricultural purposes. Portions of the site were surfaced in fill material including sand and gravel evidently associated with recent development of the site.

The remaining portions of the site comprise building footprints (Berwick Healthcare, Monash University, Nossal High School, Insight Education Centre, airfield buildings), a number of car parks (including bitumen and gravel surfaces), sporting facilities (including tennis courts, basketball/netball courts, and grassed soccer and cricket fields), water features (including dams, ephemeral ponds, and a number of drainage channels), and roads (including bitumen, gravel, and sandy surfaces).

**Surface Drainage:** Surface water at the site would be expected to drain into building gutters and down-pipes located on the developed portions of the site, be directed into ground-level drains (including Berwick City Main Drain in the northern portion of the site, Berwick South Main Drain in the eastern portion of the site, and other drainage channels), infiltrate directly into unsealed surfaces at the site, collect in dams, or form ephemeral ponds.

**Vegetation:** A considerable amount of vegetation is present on the site including grasses, shrubs, trees, and ornamental plants and vegetables located in garden beds. All vegetation was observed to be healthy.

## 2.2 Potential Sources of Contamination

### 2.2.1 Above Ground Storage Tanks

Above ground storage tanks (AGSTs), or evidence for the former presence of AGSTs, were not observed on the site during the site inspection. However, a number of rainwater tanks were observed at the site. One was located adjacent to a student accommodation building in the eastern portion of the site and evidently collected rainwater fed by a down-pipe from the building roof, and three were located on the grounds of Nossal High School and likely stored rainwater.

### 2.2.2 Underground Petroleum Storage Systems

Underground petroleum storage systems (UPSSs), or evidence for the former presence of UPSSs, were not observed on the site during the site inspection.

It is noted that, in view of the historical use of the site as an airfield, above or below ground storage tank(s) for aviation fuel are likely to have been present at the site, and are likely to have been located in the vicinity of, or within, the airfield buildings located in the eastern portion of the site. Unfortunately, there was no access to the interior of the buildings, and there were no external signs indicative of the presence or former presence of UPSSs within the proximity of the buildings, such as breather pipes.

### 2.2.3 Other Facilities and Installations

Facilities or installations observed at the site during the site inspection are listed following:

- Two historic airfield buildings were observed in the eastern portion of the site (Figure F3). These were associated with the historic use of the site as a regional airfield, namely Casey Airfield. The buildings were padlocked and evidently disused. The larger of the two buildings had signage which read 'C. Kingsford Smith Flying School'; and
- Electricity infrastructure was observed in the central portion of the site adjacent to Nossal High School; the infrastructure appeared to be relatively modern and there was no evidence of contamination associated with the infrastructure.

### 2.2.4 Storage Areas

Storage areas or storage facilities observed at the site are listed following:

- A fenced enclosure was observed in the eastern portion of the site. The enclosure contained four shipping containers, several large waste bins, and sundry construction materials; and
- Eight shipping containers were observed at the site: Four were observed within the aforementioned fenced enclosure in the eastern portion of the site, three were observed to the north of the Nossal High School car park, and one was observed in the northern portion of the site. The contents of the containers could not be ascertained.

### 2.2.5 Staining and Spillages

Surficial staining was not observed at the site during the site inspection, apart from minor hydrocarbon staining of hardstand in the car parks of the Monash University campus and Nossal High School.

### 2.2.6 Wastes and Stockpiles

Stockpiles and wastes observed during the site inspection, and shown on Figures F3 through F5, included the following:

- Numerous soil stockpiles in the south-eastern portion of the site (Figure F4). The stockpiles appeared to comprise mainly sandy soil, were up to approximately 75 m<sup>3</sup> in volume, and were generally overgrown with vegetation. Examination of near-recent Nearmap® and Google Earth aerial photographs suggests that the stockpiled soil south of Nossal High School was likely imported onto the site in relation to development of the nearby drainage channels, whilst the stockpiled soil along the southern boundary of the site may be imported fill or illegally dumped soil.
- A very large stockpile was observed behind the Monash University campus in the eastern portion of the site (Figure F4). The stockpile was heavily overgrown but appeared to comprise natural sandy/clayey soil. Examination of near-recent aerial photographs on Google Earth indicates that the stockpile likely derived from excavation of the adjacent drainage channel which runs from the Monash University campus to Berwick South Main Drain (with which it merges) in the south-eastern portion of the site.
- A stockpile of imported mulch, approximately 75 m<sup>3</sup> in volume, in the central portion of the site; the stockpile is likely to be associated with development of Nossal High School;
- Inert wastes, generally gathered into small stockpiles, in the northern and eastern portions of the site, including metal, timber, concrete, tyres and historic (likely agricultural) machinery; and
- Stockpiles of (site derived) hay, some of which were covered in plastic sheeting.

In addition, there is anecdotal evidence, which was reported by Bureau Veritas (2014), for the presence of buried wastes, potentially including asbestos containing material (ACM), in association with stockpiles formerly located in the vicinity of the airfield buildings in the eastern portion of the site (Figure F3). Bureau Veritas (2014) performed a visual inspection of the area and retrieved pieces of potential ACM (in the form of cement sheet) which were confirmed by laboratory analysis to contain asbestos. The general location of the putative buried wastes reported by Bureau Veritas (2014) was identified during the site inspection for the Phase 1 ESA and was observed to comprise disturbed ground. However, an exhaustive search of the area by Peter J Ramsay & Associates failed to identify any pieces of potential ACM on the surface, although there is the potential for ACM to be present in sub-surface soils.

Furthermore, Bureau Veritas (2015) identified potential ACM in the form of bonded cement sheet fragments at two locations in the south-eastern portion of the site (Figure F4). The cement sheet fragments were initially identified by a farmer of the land, who reported the observations to Monash University. Two of the fragments (one from each of the two locations) were retrieved by Bureau Veritas and confirmed by laboratory analysis to contain asbestos. Despite an exhaustive search of the area during the site inspection for the Phase 1 ESA, no ACM debris was observed. In addition, we did not observe any patches of disturbed ground indicative of potential buried wastes in the vicinity of the locations reported by Bureau Veritas.

## 2.3 Geology

### 2.3.1 Natural Soil

The Geological Survey of Victoria, Australia 1:63,360 series Cranbourne Map (1967) indicates that the site is underlain by Silurian aged sandstone, siltstone, mudstone and shale (Figure 1). The Silurian rocks are overlain by Quaternary aged peaty clay and clay along portions of the northern and southern boundaries of the site.

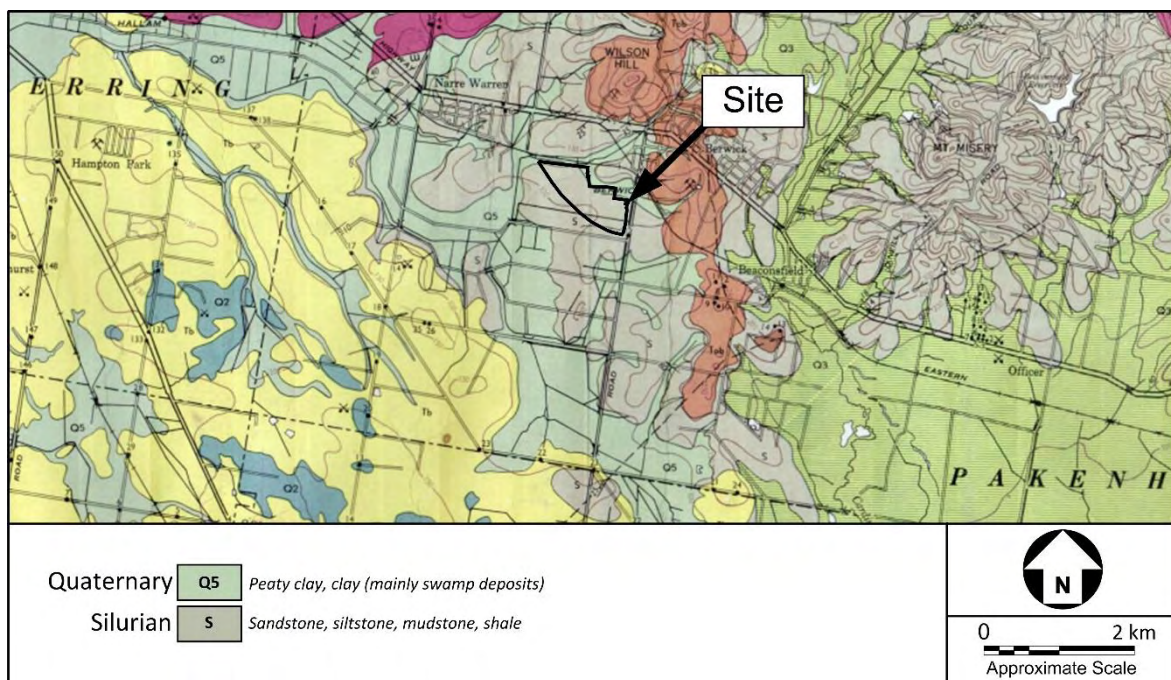


Figure 1 Site Geology (Extract from Geological Survey of Victoria 1:63,360 Cranbourne Map)

### 2.3.2 Fill

In view of the gradient of the site, which slopes gently from east to west, fill is considered likely to have been used for levelling associated with development of the site. In particular, yellow sandy fill was observed in the vicinity of Nossal High School where it appears to have been used for levelling purposes, sandy and gravelly fill was observed in the vicinity of the Insight Education Centre in the northern portion of the site (Figure F5), and gravelly fill was observed in the Monash University car park in the eastern portion of the site. In addition, examination of recent Nearnmap® aerial photographs shows significant movement of likely imported fill in association with development of the site in the aforementioned areas, as well as along the site boundary in the south-eastern portion of the site.

### 2.3.3 Acid Sulfate Soil Potential

The site is not located in the vicinity of a geomorphic environment conducive to the formation of acid sulfate soils and is not denoted as Prospective or Made Land on the former Department of Sustainability and Environment Coastal Acid Sulfate Soils Distribution maps. Therefore, in accordance with EPA Publication 655.1, there is considered to be a low potential for acid sulfate soils to be present on the site.



## 2.4 Hydrogeology

A summary of the expected hydrogeological conditions at the site is presented in Table 2.

Table 2 Site Hydrogeology

<b>Depth to Regional Groundwater:</b>	Expected to be between 5 m and 10 m below ground level.
<b>Water Table Aquifer:</b>	The aquifer lithology is expected to consist of Silurian aged sandstone and siltstone.
<b>Expected Aquifer Characteristics</b>	Flow dominated by secondary porosity, channelised within fractures and joints.
<b>Expected Groundwater Flow Direction:</b>	Expected to flow into Berwick City Main Drain in the northern portion of the site, and into Berwick South Main Drain in the eastern portion of the site; the drainage network apparently flows west into Berwick Town Drain.
<b>Expected Groundwater Salinity<sup>(a)</sup>:</b>	Segment A2 (501 - 1,000 mg/L)
<b>Beneficial Uses of Groundwater to be Protected<sup>(b)</sup>:</b>	<ul style="list-style-type: none"> <li>• Maintenance of ecosystems;</li> <li>• Potable water supply – acceptable;</li> <li>• Potable mineral water supply;</li> <li>• Agriculture, parks and gardens;</li> <li>• Stock watering;</li> <li>• Industrial water use;</li> <li>• Primary contact recreation; and</li> <li>• Buildings and structures.</li> </ul>
<b>Surrounding Groundwater Users<sup>(c)</sup>:</b>	37 groundwater bores located within 2,000 m: <ul style="list-style-type: none"> <li>• 29 listed as non groundwater;</li> <li>• One listed for irrigation;</li> <li>• One listed for observation;</li> <li>• One listed for domestic; and</li> <li>• Five do not include a listing.</li> </ul>

Note: (a) Department of Natural Resources and Environment *South-western Victoria Water Table Aquifers* map, 1995.  
 (b) Under the SEPP (Groundwaters of Victoria).  
 (c) DELWP *Water Measurement Information System* (bore query radius 2,000 m).

### 3. SITE HISTORY

#### 3.1 Information Sources

The site history of the land subject to the Phase 1 ESA was reviewed in order to identify the potential for soil and groundwater contamination to be present on the site resulting from historical activities.

The site history has been compiled from information obtained from the following sources:

- Publicly available EPA records;
- Aerial photographs of the site and surrounds held by DELWP and Google Earth;
- Royal Historical Society of Victoria (RHSV) and Berwick Pakenham Historical Society (BPHS);
- Historical maps and photographs held by the State Library Victoria;
- Energy Safe Victoria (ESV);
- WorkSafe Victoria;
- Dial Before You Dig (DBYD); and
- Anstat Property Information (Anstat).

#### 3.2 Search of Publicly Available EPA Records

The EPA compiles information including databases and documents related to contaminated sites or other sites known to the EPA. In particular, the key sources of information relating to potentially contaminated land are the EPA Priority Sites Register database, the list of properties for which a *Certificate* or *Statement of Environmental Audit* has been issued, and the map of GQRUZs. The results of a search of these databases are provided below.

##### 3.2.1 EPA Priority Sites Register

Our search of the EPA Priority Sites Register on 1 June 2016 indicates that the site is not listed, and is not in the vicinity of a site listed on, the Priority Sites Register at the date last notified by the EPA. In addition, there were no sites in the suburb of Berwick listed on the Priority Sites Register at the time of the Phase 1 ESA. An extract from the Priority Sites register is provided in Appendix C.

##### 3.2.2 EPA List of Certificates and Statements

Our search of EPA's listing of properties for which a *Certificate* or *Statement of Environmental Audit* has been issued, conducted on 13 May 2016, identified seven properties in the suburb of Berwick where a *Certificate* or *Statement of Environmental Audit* has been issued. Of these, three were issued with a *Statement of Environmental Audit*, and a summary of the pertinent groundwater data from the audit reports is presented in Table 3.

Table 3 Summary of Relevant Surrounding Environmental Audits in Suburb of Berwick

Address	EPA CARMs Ref	Date of Completion	Distance and Direction from Site	Groundwater Flow Direction	Aquifer	Groundwater Polluted	Beneficial Uses of Groundwater Precluded	Audit Outcome
30-32 Peel Street; Former City of Berwick Depot Site	34276-1	17/03/1998	Approximately 1,500 m north-east			A groundwater investigation was not undertaken.		<ul style="list-style-type: none"> <li>• Statement of Environmental Audit issued</li> </ul>
298-346 Clyde Road, Berwick	43146-1	05/02/2001	Approximately 2,000 m south			A groundwater investigation was not undertaken.		<ul style="list-style-type: none"> <li>• Statement of Environmental Audit issued</li> </ul>
358 Clyde Road, Berwick	54977-2	24/05/2007	Approximately 3,000 m south	West	Pre-Cainozoic Bedrock aquifer	No, elevated heavy metals (antimony, copper, mercury, nickel, zinc); however, contaminants considered to be naturally occurring	Maintenance of ecosystems, stock watering, primary contact recreation	<ul style="list-style-type: none"> <li>• Statement of Environmental Audit issued</li> <li>• Auditor determined CUTEF: Groundwater beneath the site has been cleaned up to the extent practicable.</li> </ul>

### 3.2.3 EPA Groundwater Quality Restricted Use Zones

My review of EPA's map of GQRUZs in Victoria, conducted on 27 June 2016, indicates that no properties in the suburb of Berwick had been declared a GQRUZ at the time of the Phase 1 ESA.

### 3.3 Previous Environmental Assessments

#### **Bureau Veritas, Monash University Berwick Campus – Asbestos in Soils Assessment, November 2014**

Bureau Veritas produced a letter report in November 2014 based on the results of a site inspection and an assessment of stockpiled soils for potential ACM. The assessment was prompted by anecdotal evidence for the presence of buried wastes, potentially including asbestos containing material (ACM), that were associated with stockpiles located in the vicinity of the historic airfield buildings in the eastern portion of the site (Figure F3).

On 19 November 2014 Bureau Veritas performed trenching through the stockpiled soils, and reported that the soils were free of wastes, staining and odours. However, several pieces of potential ACM (in the form of cement sheet) were retrieved from disturbed ground to the immediate north of the stockpiles. The potential ACM was subsequently confirmed by laboratory analysis to contain amosite and chrysotile asbestos. Bureau Veritas concluded that, in light of the identification of asbestos, the impacted soils were a Prescribed Industrial Waste in accordance with the ASC NEPM, and that further assessment of the soils in the vicinity of the airfield buildings should be undertaken.

#### **Bureau Veritas, Monash University Berwick Campus – Asbestos in Surface Soil Assessment, February 2015**

Bureau Veritas produced a letter report in February 2015 based on the results of a site inspection to observe evidence for potential ACM. The assessment was prompted following reports by a site tenant (a farmer of the land) who had observed cement sheet fragments in two locations in the south-eastern portion of the site (Figure F4).

On 21 January 2015 Bureau Veritas inspected the purported locations and identified cement sheet fragments at both locations. Two of the fragments (one from each of the two locations) were retrieved by Bureau Veritas and confirmed by laboratory analysis to contain chrysotile asbestos. Bureau Veritas concluded that, in light of the identification of asbestos, asbestos was likely to be present in sub-surface soils. Therefore, Bureau Veritas recommended that an Environment Management Plan (EMP) be developed for management of the asbestos impacted soils in conjunction with an assessment of the magnitude and extent of the asbestos contamination.

### **Bureau Veritas, Monash University Berwick Campus – Site Visual Inspection, February 2015**

Bureau Veritas produced a letter report in February 2015 describing the results of a visual inspection of asbestos removal works undertaken in the vicinity of the historic airfield buildings in the eastern portion of the site (Figure F3). The asbestos impacted soils had been described by Bureau Veritas (2014), who confirmed that asbestos was present in the soils.

On 8, 9 and 21 January 2015 asbestos removal works were undertaken by Elite Building and Environmental Services Pty Ltd under supervision of Bureau Veritas. Asbestos impacted surficial soils (comprising orange clayey fill) were loaded directly onto skips for off-site disposal. In addition to impacted surficial soils, Bureau Veritas report that cement sheet debris was buried at a depth of between 0.5 m and 1 m below ground level (BGL) within the same orange clayey fill, and that 'some metal waste and hydrocarbons were also observed (sheen on water within the pit)'. Trenching undertaken to assess the lateral extent of the impacted soils indicated that the buried waste comprised an area of less than 3 m x 3 m. Bureau Veritas state that Monash University "confirmed that this buried waste is to remain *in situ* and to be covered with a layer of clean fill (nearby stockpiled soils) to prevent the asbestos cement sheet from being inadvertently exposed". Bureau Veritas concluded that no visible asbestos remained in surficial soils but buried waste containing asbestos remained in sub-surface soils, and recommended that an EMP be developed for management of the asbestos impacted soils.

The asbestos impacted soils that were loaded onto skips was subsequently classified by Bureau Veritas as Category C Contaminated Soil in accordance with EPA's Industrial Waste Resource Guidelines (IWRG), Publication IWRG621, *Soil Hazard Categorisation and Management*, June 2009. Bureau Veritas' waste soil classification reports are listed following:

- Bureau Veritas, Monash University Berwick Campus – Waste Soil Classification, 19 January 2015 (Skips 1-3); and
- Bureau Veritas, Monash University Berwick Campus – Waste Soil Classification, 29 January 2015 (Skips 4 and 5).

### **3.4 Review of Historical Sources**

The previous land use has been determined from aerial photographs and site history information reviewed for the Phase 1 ESA. A summary of the site history is provided in the following sections.

### 3.4.1 Aerial Photographs

Aerial photographs of the site and surrounds obtained from DELWP (for the years 1959, 1968, 1975, 1984 and 1991) and Google Earth (for the years 2004 and 2010) were examined to identify previous land uses on the site. Copies of the aerial photographs held by DELWP are shown in Appendix D and a review of the aerial photographs is provided in Table 4.

Table 4 Review of Historical Aerial Photographs

Date	Description of Land Use/Occupant	Surrounding Land Use
1959 (DELWP)	The site was essentially vacant land with the exception of a row of buildings in the eastern portion of the site. The buildings, which are likely associated with Casey Airfield, were aligned along a north-south axis and are backed by a row of trees. Portions of Berwick City Main Drain and Berwick South Main Drain are evident in the northern and eastern portions of the site, respectively. In addition, the land is superficially marked with what appear to be aircraft runways. Although the far western portion of the land is not visible within the frame of the photograph, it is considered unlikely to have been occupied.	Surrounding land to the north, south, east and (likely) west of the site is essentially vacant, possibly agricultural, land. However, the Pakenham Railway Line is visible to the immediate north of the site, and some (likely) residential development is present to the north-east of the site. Drainage channels (including an extension north of Berwick City Main Drain) are visible to the north and south of the site.
1968 (DELWP)	The site appears essentially unchanged from the 1959 aerial photograph, except that a (relatively) small building appears to have been added to the existing row of buildings. In addition, an 'A' shaped runway system is evident on the land.	Surrounding land uses appear essentially unchanged from the 1959 aerial photograph. Some likely residential or rural residential development is evident farther to the north and south of the site. A patch of disturbed ground (or a dam) is visible on the north-eastern boundary of the site.
1975 (DELWP)	A row of buildings had been added in the eastern portion of the site, at right angles to the existing row of buildings. The largest of the newly added buildings is consistent with the 'C. Kingsford Smith Flying School' building currently occupying the site. In addition, a number of small aircraft are visible in the vicinity of the buildings, and the 'A' shaped runway system is prominent. A small area of land in the far eastern portion of the site shows disturbed ground.	Land to the north of the site shows incipient development (road infrastructure) for likely residential land use, and further residential development is evident to the north-east of the site (north of the Pakenham Railway Line). Surrounding land use to the south, east and west appears essentially unchanged from the 1968 aerial photograph.



Date	Description of Land Use/Occupant	Surrounding Land Use
1984 (DELWP)	The site appears essentially unchanged from the 1975 aerial photograph, except that some additional (indeterminate) structures are located to the immediate west of the 'C. Kingsford Smith Flying School' building.	Land to the north and north-east of the site (north of Pakenham Railway Line) shows significant further development for residential purposes, whilst land to the south, east and west appears essentially unchanged from the 1975 aerial photograph. Construction of the Princes Freeway along the southern boundary of the site has commenced. Land approximately 1 km north of the site appears to be a former quarry and is partially filled with water.
1991 (DELWP)	The site appears essentially unchanged from the 1984 aerial photograph, except that some of the smaller buildings appear to have been removed. In addition, the 'structures' to the immediate west of the 'C. Kingsford Smith Flying School' building have been replaced with a building that is consistent with the building currently occupying the site.	Land to the north-east of the site (south of Pakenham Railway Line) has been developed for commercial/industrial purposes, whilst land to the north of Pakenham Railway Line shows further development for residential purposes. Land to the south, east and west of the site remains essentially unchanged from the 1984 aerial photograph. The Princes Freeway is operational.
2004 (Google Earth)	Most of the buildings associated with Casey Airfield have been demolished; only two buildings remain, and these are consistent with those currently occupying the site. Buildings, car parks, and sports fields of the Monash University Berwick campus occupy the eastern portion of the site. The course of Berwick South Main Drain in the eastern portion of the site has been modified and is now partially arched (purpose unknown). In addition, a drainage channel has been excavated between Monash University and Berwick South Main Drain; the channel is flanked by soil stockpiles (likely derived from excavation of the channel) which are consistent with the existing large stockpile observed during the site inspection.	Land to the north-east of the site (south of Pakenham Railway Line) shows further development for commercial/industrial purposes, Chisholm Institute has been developed to the east of the site, and sporting fields have been developed to the south-west of the site. Present day Buchanan Park, to the north-east of the site, appears to be established.
2010 (Google Earth)	Nossal High School has been developed in the central portion of the site, and Monash University shows some further building development. Two drainage channels have been excavated to the south of Nossal High School. A number of soil stockpiles are evident in the south-eastern portion of the site, consistent with the existing stockpiles observed during the site inspection.	Land to the south and east of the site has been further developed for residential and commercial purposes, respectively. Surrounding land use to the north and west of the site remains essentially unchanged from the 2004 aerial photograph.

### 3.4.2 Historical Societies

#### **Royal Historical Society of Victoria**

The RHSV advised that the suburb of Berwick is not listed in the Sands & McDougall Directories of Victoria ('the Directories'). Prior to 1906 the site was known as Melville Park and was owned by Captain John Gardiner, who used the site as a stud and for cropping. Edrington house was built on the site in 1906 by West Australian pastoralist Samuel McKay. The property was purchased by Andrew Chirnside in 1910, and comprised over 1000 acres.

In 1934 the property passed to siblings (Lady) Maie Casey and (Colonel) Rupert Ryan, and by 1938 Casey Airfield had been established on the site by Rupert Ryan. The airfield was used by Lord Casey, Governor General of Australia and member of the House of Representatives, to fly his Perceval Gull monoplane to Canberra.

Between 1948 and the 1960s the airfield was also used by the Victorian Motorless Flight Group for gliding. The airfield continued to operate until it was closed in 1994 when Monash University announced the construction of the Berwick campus on the site. Construction of the campus commenced in 1996.

A copy of the RHSV response is provided in Appendix C.

#### **Berwick Pakenham Historical Society**

The BPHS, citing the 'Early Days of Berwick' by Norman Beaumont (1942), advised that the land "passed directly from the Buchanans to whoever owned Casey Airport", and that a "man named Hatfield had much to do with the airport".

A two page extract from the book, which was provided in the BPHS's response, indicates that Captain Gardiner had purchased land from the Crown and had a house on the property which was later known as Edrington. Captain Gardiner subsequently purchased "three or four miles round the township (of Berwick) which he bought direct from the Crown".

It is noted that historic Edrington house is located on Melville Park Drive, approximately 1,200 m east of the site, and is now part of a retirement village. The information provided by both the RHSV and BPHS indicates that the site was originally part of a considerably larger parcel of land during its early history.

A copy of the BPHS response is provided in Appendix C.

### Casey-Cardinia Library Corporation

An article entitled 'Casey Airfield at Berwick', which was published on the 'Casey Cardinia – links to our past' blog on 18 September 2012, states that Casey Airfield was established in 1938 by Colonel Rupert Ryan, that from 1948 until the early 1960s the airfield was also used by the Victorian Motorless Flight Group, and that from 1968 a flying school (Group Air Pty Ltd) operated from the airfield. The airfield closed in 1994 with the announcement of the construction of the Berwick campus of Monash University.

A number of historic photographs are included with the article, mostly uninformative images of aircraft parked at the airfield. However, one image shows an L-shaped arrangement of buildings/aircraft hangars in the eastern portion of the site (including the existing building marked 'C. Kingsford Smith Flying School' and a number of Nissen huts) and several aircraft parked in the vicinity of the buildings. The image is likely to date from the 1970s when the distinctive L-shaped arrangement of buildings appears to have been established. Historic machinery can also be observed behind some of the buildings. In addition, there is a fenced enclosure in the field in front of the buildings containing what may be fuel bowsers and a breather pipe, suggesting the presence of UPSS(s) in the immediate vicinity of the enclosure. The enclosure is located in the area currently occupied by the gravel-surfaced car park in the eastern portion of the site.

Another article published on the 'Casey Cardinia – links to our past' blog on 31 March 2009, entitled 'Berwick Quarry and the Wilson family', provides information on the former Berwick Quarry, located approximately 1 km north of the site. The quarry was used to mine bluestone (basalt) and operated between 1859 and 1978. The quarry was subsequently developed as a botanic garden, Wilson Botanic Park. There is no indication that the quarry was backfilled during development of the park.

#### 3.4.3 Historical Plans and Photographs

The following historical maps and plans retrieved via an online search of the Maps section of the State Library Victoria were reviewed for the Phase 1 ESA:

- *Tracing of Plan of Portions Marked in the Parishes of Eumummering, Berwick, Cranbourne and Liphurst in the County of Mornington* (1850): The map indicates that the land including the site remained undeveloped (or agricultural land) at this time, and formed part of a large allotment owned (or leased) by 'Robert. Allan'. 'Village Reserve' (Berwick) is established to the north-east.
- *Department of Crown Lands and Survey, Berwick, County of Mornington* (1892): The map shows that the land including the site remained undeveloped (or agricultural land) at this time, and formed part of a large allotment owned (or leased) by 'R. Allan'. 'Gippsland Railway Line' (current Pakenham Railway Line) bisects the allotment, and Berwick Station is established to the east.

- *Department of Crown Lands and Survey, Berwick, County of Mornington* (1946): The map shows that the land including the site remained undeveloped (or agricultural land) at this time, and formed part of a number of allotments owned (or leased) by different individuals. 'Eastern Railway Line' (current Pakenham Railway Line) passes through several of the allotments.
- *Department of Crown Lands and Survey, Berwick, Victoria* (1971): The map shows that land including the site was occupied by Casey Airfield. Berwick City Main Drain is evident in the northern portion of the land, and a likely service road to the airfield buildings/hangars enters the land from Clyde Road to the east.
- *City of Berwick, Berwick Base Maps* (1977): The map shows that the site was occupied by Casey Airfield. The 'Proposed Latrobe Valley Bypass' (current Princes Freeway) demarcates the southern boundary of the site, with 'Gippsland Railway Line' and 'Berwick-Cranbourne Road' forming the northern and eastern boundaries, respectively. In addition, Buchanan Park is marked on the plan, and the adjoining land to the north of Buchanan Park (current commercial/industrial land serviced by Enterprise Avenue) is a separate allotment; hence the site appears to have essentially attained its present configuration. Land approximately 1 km north of the site is marked 'quarry'.
- *Department of Crown Lands and Survey, Berwick and Pakenham, Photomap 1:25,000 Series* (1981): The photomap indicates that the site was occupied by Casey Airfield, with a number of buildings/hangars and likely aircraft visible. Buchanan Park is evident. Land surrounding the site remains largely undeveloped. Land approximately 1 km north of the site is significantly disturbed and is a likely quarry.

In addition, four historic 'Airspy' images of Berwick held by the State Library Victoria were examined. The images, which date from circa 1938, show that the land was occupied by a single building (or aircraft hangar) marked 'Berwick' across the roof, with a number of small aircraft parked in the vicinity of the building. Berwick South Main Drain is visible in the eastern portion of the site in some of the images. The land is otherwise vacant. The images indicate that an airfield had been established on the land by that time.

Copies of the historical maps/plans and 'Airspy' images are provided in Appendix C.

#### 3.4.4 Energy Safe Victoria

ESV maintains a register of cathodic protection systems (CPSs), which are installed to protect UPSSs. ESV found no record of a CPS installed or having been installed at the site. ESV's response is provided in Appendix C.

### 3.4.5 WorkSafe Victoria

WorkSafe Victoria maintains a Dangerous Goods Licence database for properties which are, or have been, licensed to store dangerous goods. WorkSafe Victoria advised that there are no records pertaining to the storage of dangerous goods held for the site. A copy of the search results is provided in Appendix C.

### 3.4.6 Dial Before You Dig

A review of underground services plans provided by asset owners through DBYD revealed no evidence of underground services within the site, other than services that would normally be expected at a commercial or residential property.

### 3.4.7 Historical Titles

A search of historical titles through Anstat was performed for the Phase 1 ESA. Table 5 summarises the historical title information for the site. The historical titles do not provide information on the early history of the site and commence only with the establishment of a Crown grant to Monash University in 1996. Portions of the land were later sold to Southern Health and Melbourne Water Corporation but subsequently repurchased and consolidated by the university so that in 2005 the university became the sole proprietor. Historical titles are provided in Appendix B.

Table 5 Historical Title Information

Volume/ Folio	Property	Date of Ownership	Owner/Occupant	Occupation
10914/071	Lot 1 on PS725948P (entire site)	30/11/2005	Monash University	Tertiary Education
10903/940	Lot 1 on PS532099K (portion of site)	05/10/2005	Melbourne Water Corporation	Utility Provider
10388/122	Lot 1 on PS407463Q (portion of site)	16/08/2005	Monash University	Tertiary Education
10388/122	Lot 1 on PS407463Q (portion of site)	20/10/2000	Southern Health	Healthcare
10388/123	Lot 2 on PS407463Q (portion of site)	16/06/1998	Monash University	Tertiary Education
10452/212	Reserve 1 on PS407463Q (portion of site)	16/06/1998	Melbourne Water Corporation	Utility Provider
10269/426	Crown Allotment 19G	26/02/1996	Monash University	Tertiary Education

### 3.5 Summary of Site History

The site history is summarised in Table 6 below.

Table 6 Site History Summary

Date	Description
Until 1938	The site formed part of a considerably larger parcel of land and was likely vacant or used for agricultural purposes.
1938 – 1994	The site was used as an airfield (Casey Airfield) until 1994 when Monash University announced development of the Berwick campus.
1996 – Present	Monash University (Berwick) was established on the site in 1996. Nossal High School (lease from March 2009), Berwick Healthcare (lease from March 2011), and Insight Education Centre (lease from July 2012) were also established during this period.



## 4. CONCEPTUAL SITE MODEL

Based on a review of the site history, site description and site inspection, a CSM has been developed in order to evaluate the potential on-site and off-site contamination sources, exposure pathways and receptors. The CSM is also used to identify any data gaps which may require further investigation.

### 4.1 Summary of Site Characteristics

The site characteristics are described in detail in Section 2 and summarised here as part of the CSM. The site comprises a large, irregular allotment that slopes gently from east to west. Land surrounding the site is used for a variety of purposes including residential (north, south), commercial/industrial (north, east), recreational (north, south) and educational (east) purposes. Major transport infrastructure forms the southern (Princes Freeway), eastern (Clyde Road), and part of the northern (Pakenham Railway Line) boundaries of the site.

The site was likely vacant land or used for agricultural purposes during its early history. In 1938 the land became the site of the Casey Airfield, from which a flying school and a gliding school had operated. The airfield ceased operations in 1994 and in 1996 the Berwick campus of Monash University was established on the site. Nossal High School, Berwick Healthcare, and Insight Education Centre were also established on the site post-1996.

Apart from the existing site occupants, two historic buildings pertaining to the former Casey Airfield occupy the site. These appeared to be disused. At the time of the site inspection a number of shipping containers and numerous soil stockpiles of likely imported fill or dumped soil were observed on the land. In addition, the site is traversed by several drainage channels, including Berwick City Main Drain in the northern portion of the site, Berwick South Main Drain in the eastern portion of the site, and a number of unnamed drains in the central and eastern portions of the site. Two dams and an ephemeral pond were also observed on the site. The drainage channels, dams and ephemeral ponds were home to water birds, frogs, and likely other fauna.

Much of the site comprises vacant agricultural land which was evidently being used for slashing hay. The potential health risks from this activity are considered to be negligible. The agricultural land was observed to comprise natural sandy clay soil. Fill was observed in the vicinity of Nossal High School and Insight Education Centre where it was evidently used for site development purposes, and gravel fill was observed in a car park in the eastern portion of the site. Fill is also likely to have been used during development of the Monash University campus and Berwick Healthcare, as well as during development of infrastructure associated with the site (roads, car parks, etc.).

Groundwater is expected to be encountered between 5 m and 10 m BGL, and is expected to flow into Berwick City Main Drain in the northern portion of the site, Berwick South Main Drain in the eastern portion of the site, and several unnamed drains in the central and eastern portions of the site; the drainage network apparently flows west into Berwick Town Drain (and ultimately Port Phillip Bay). Groundwater bores in the vicinity of the site are registered for non-groundwater, investigation, observation and domestic purposes. Hence, regional groundwater use includes extractive purposes.

#### **4.2 Potential Sources, Mechanisms of Contamination and Contaminants of Concern**

The potential sources of soil and groundwater contamination, mechanism and contaminants of concern identified during this Phase 1 ESA are summarised in Table 7.

Table 7 Potential Sources and Mechanisms of Contamination and Contaminants of Concern

Potential Sources of Contamination	Mechanisms of Contamination	Contaminants of Concern	Risk Rating <sup>1</sup>
<b>On-site Sources</b>			
Contaminated fill which may have been imported onto the northern and eastern portions of the site for site development purposes.	Distributed in areas where fill has been spread across the site. Downward migration of leachable contaminants.	A broad range of organic and inorganic contaminants depending on source, but often comprising heavy metals, PAHs, cyanide and asbestos.	Moderate-High
Hazardous building materials (e.g. lead paint and asbestos cement sheet) associated with the historic airfield buildings in the eastern portion of the site.	Mobilisation during historical construction and/or demolition activities, causing contamination of the near surface soil.	Heavy metals (e.g. lead) and asbestos.	Moderate -High
Leakages and spillages associated with the disused UPSS(s), historical bowzers and fuel lines for aviation fuel likely to have been present in the vicinity of the historic airfield buildings in the eastern portion of the site.	Downward and lateral migration from the surface in the vicinity of the bowzers, fuel lines and underground tanks. Upward and lateral migration of hydrocarbon vapours from the contaminant source.	TRHs, MAHs, PAHs and lead.	Moderate-High
Chemicals associated with the servicing and washing of aircraft in the vicinity of the historic airfield buildings in the eastern portion of the site.	Downward migration from the surface through the soil profile.	Heavy metals, PAHs, TRHs, solvents..	Moderate-High
Use of chemicals for the control of pests and weeds across the entire site.	Downward migration from the surface through the soil profile through unsealed land (including garden beds).	Herbicides and pesticides including heavy metals, OCPs and OPPs.	Moderate
Soil stockpiles of potentially contaminated imported fill or dumped soil mainly in the south-eastern portion of the site.	Downward migration of leachable contaminants.	A broad range of organic and inorganic contaminants depending on source, often comprising heavy metals, PAHs, cyanide and asbestos.	Low-Moderate

Potential Sources of Contamination	Mechanisms of Contamination	Contaminants of Concern	Risk Rating <sup>1</sup>
Buried wastes, potentially including asbestos, in the vicinity of the airfield buildings in the eastern portion of the site and, possibly, in the south-eastern portion of the site (as reported by Bureau Veritas, 2014, 2015).	Contamination of near-surface and (potentially) sub-surface soils from contaminants in the buried wastes.	Uncertain, but the buried wastes are reported to include asbestos.	High
<b>Off-site Sources</b>			
Former agricultural land and existing industrial land surrounding the site.	Migration of contaminated groundwater beneath the site and upward migration of volatile constituents in soil vapour.	Herbicides, pesticides, TRHs, PAHs, VOCs, heavy metals (including copper, cadmium, lead, antimony and mercury), formaldehyde, phenols and phthalates.	Low

Note: MAH = Monocyclic Aromatic Hydrocarbon  
 OCP = Organochlorine Pesticide  
 OPP = Organophosphate Pesticide  
 PAH = Polycyclic Aromatic Hydrocarbon  
 TRH = Total Recoverable Hydrocarbon  
 VOC = Volatile Organic Compound

<sup>1</sup>Risk ratings are qualitative only and are based on the likelihood of contamination being present that would present a significant financial liability for the site. In most instances further investigation would be necessary to quantify the liability.

Based on the CSM, there is considered a potential for soil, soil vapour and groundwater impacts to have occurred at the site due to former and current site activities which could pose a risk to the beneficial uses of the land or groundwater protected under the SEPP. In particular, the site was used as an airfield for over 50 years, and it is likely that (aviation) fuel infrastructure was located in the vicinity of the historic airfield buildings located in the eastern portion of the site, including UPSS(s), fuel bowser(s), and associated infrastructure. Leakages and spills from these facilities may have impacted the soil and, potentially, the groundwater. Servicing and washing of aircraft may also have resulted in leaks and spills of chemicals into the soil and, potentially, groundwater.

In addition, Bureau Veritas (2014, 2015) have documented asbestos impacts in association with buried wastes in the vicinity of the historic airfield buildings. It is noted that the magnitude and extent of the asbestos impacts in the vicinity of the airfield buildings have not been determined. In view of this and the age of the airfield buildings, there is the potential for impacts to have occurred due to ACM liberated during demolition of the airfield buildings. Paint containing heavy metals (e.g. lead) may also have been used on the airfield buildings, potentially causing contamination of the near-surface soil during demolition works.

Fill is indicated to have been imported onto the site for site redevelopment purposes, and fill (including sand and gravel) was observed to be widely distributed in the northern portion of the site during the site inspection for the Phase 1 ESA. Therefore, there is considered a potential for soil impacts to have occurred from potential contaminants in the fill. However, contamination due to fill is expected to be largely restricted to the portions of the site that have undergone development.

Current site operations, which include educational (Monash University, Nossal High School) and commercial (Berwick Healthcare, Insight Education Centre) land uses, are not considered to present a high risk of contamination. However, the numerous stockpiles of likely imported fill or dumped soil which were observed at the site during the site inspection for the Phase 1 ESA could present a contamination risk should contaminants be present in the stockpiled soil.

As there was no surface evidence of potential contamination resulting from leachates or waste entering the site from adjacent properties, there is considered to be a low potential that sediment and surface drainage may have impacted the site.

### 4.3 Human and Ecological Receptors

Based on the proposed use of the site for a sensitive land use potentially including residential dwellings, the following receptors of soil and/or groundwater contamination have been identified:

- Child and adult residents/visitors of a theoretical future development living within buildings at the site; and
- Construction workers during the building of a theoretical future development on the site, including excavation of basements and emplacement of services in pits and trenches.
- Commercial workers within the buildings and external areas of the site;
- People living in residential dwellings (low density) within the vicinity of the site;
- Maintenance and construction workers on adjacent properties; and
- Human and ecological receptors within down-gradient groundwater-receiving environments west of the site.

### 4.4 Potential Exposure Pathways

Based on a review of the site history and the site inspection, the following potential exposure pathways would be expected to occur for a residential land use:

- Chronic exposure to contaminants by adult and child residents who may come into contact with contaminated soil;
- Acute and sub-chronic exposure to contaminants in soil or vapour by maintenance and construction workers involved in sub-surface excavations at the site or on surrounding sites;
- Acute exposure to contaminants by commercial workers who may come into contact with contaminated soil during sub-surface excavation works at the site;
- Chronic and sub-chronic exposure to soil gases due to the migration of volatile contaminants present in the soil profile into the indoor air spaces of the site and adjacent properties; and
- Chronic exposure to ecological receptors in down-gradient receiving environments west of the site.



## 5. CONCLUSIONS AND RECOMMENDATIONS

Based on the results of this Phase 1 ESA, there is considered to be the potential for contamination to be present on the site due to the historical use of the site as an airfield, the importation of fill for site development purposes, the presence of stockpiles of likely fill or dumped soil, and the potential presence of buried wastes containing ACM.

Whilst there is the potential that soil and groundwater impacts could pose a risk to the beneficial uses of the land or groundwater protected under the SEPP, the extent and magnitude of any contamination is not expected to preclude the redevelopment of the site for a sensitive land use. In particular, potential impacts to soil and groundwater are expected to be largely restricted to the developed portions of the site, which includes the land occupied by the former airfield buildings and hangars.

It is noted that some remediation and/or management may be necessary to accommodate a more sensitive land use, for example if further ACM impacts are identified in land proposed to be developed (or redeveloped) for a sensitive land use. The extent of remediation could potentially be minimised or obviated through strategic land use planning.

On the basis of the results of this Phase 1 ESA, the following recommendations are made:

- A limited targeted soil sampling program should be undertaken in the portions of the site that are currently utilised for agricultural purposes to confirm that there are no significant impacts present that would warrant detailed investigation or remediation.
- A Detailed Site Investigation (DSI) in accordance with the ASC NEPM should be undertaken on the areas of the site where there is medium and high potential for contamination to be present, including the northern portion of the site and the historic airfield area in the eastern portion of the site. This should include a grid-based sampling program and targeted soil investigation in order to determine the magnitude and extent of the buried waste and ACM impacts. A direct groundwater investigation is also recommended in the historic airfield area. The DSI would be necessary to determine the suitability of these areas for a sensitive land use and to inform any subsequent remedial works.
- The stockpiles of imported fill or dumped soil should be classified in accordance with EPA guidelines in order to confirm their suitability for reuse at the site, or to enable off-site disposal if necessary.

## 6. REFERENCES

Department of Sustainability and Environment 2005, *General Practice Note, Potentially Contaminated Land*, June 2005

Environment Protection Authority 2009, *Acid Sulfate Soil and Rock*, Publication 655.1, EPA, Melbourne.

National Environment Protection Council 2013, *National Environment Protection (Assessment of Site Contamination) Measure 1999*, 10 December 1999, and as amended 11 April 2013 (ASC NEPM).

Victorian Government 1997, *State Environment Protection Policy (Groundwaters of Victoria)*, Victorian Government Gazette, No. S 160, Melbourne, 17 December 1997.

Victoria Government 2001, *Ministerial Direction No. 1 – Potentially Contaminated Land*, 27 September 2001.

Victorian Government 2002, *State Environment Protection Policy (Prevention and Management of Contamination of Land)*, Victorian Government Gazette, No. S 95, Melbourne 4 June 2002.

## Figures







Figure F1: Locality Map

0 200 m

Approximate Scale

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permission, reference map 111 C10, accessed 31-05-2016.

Berwick Campus Development,  
Monash University, Clyde Road,  
Berwick, Victoria



PETER J RAMSAY  
& ASSOCIATES



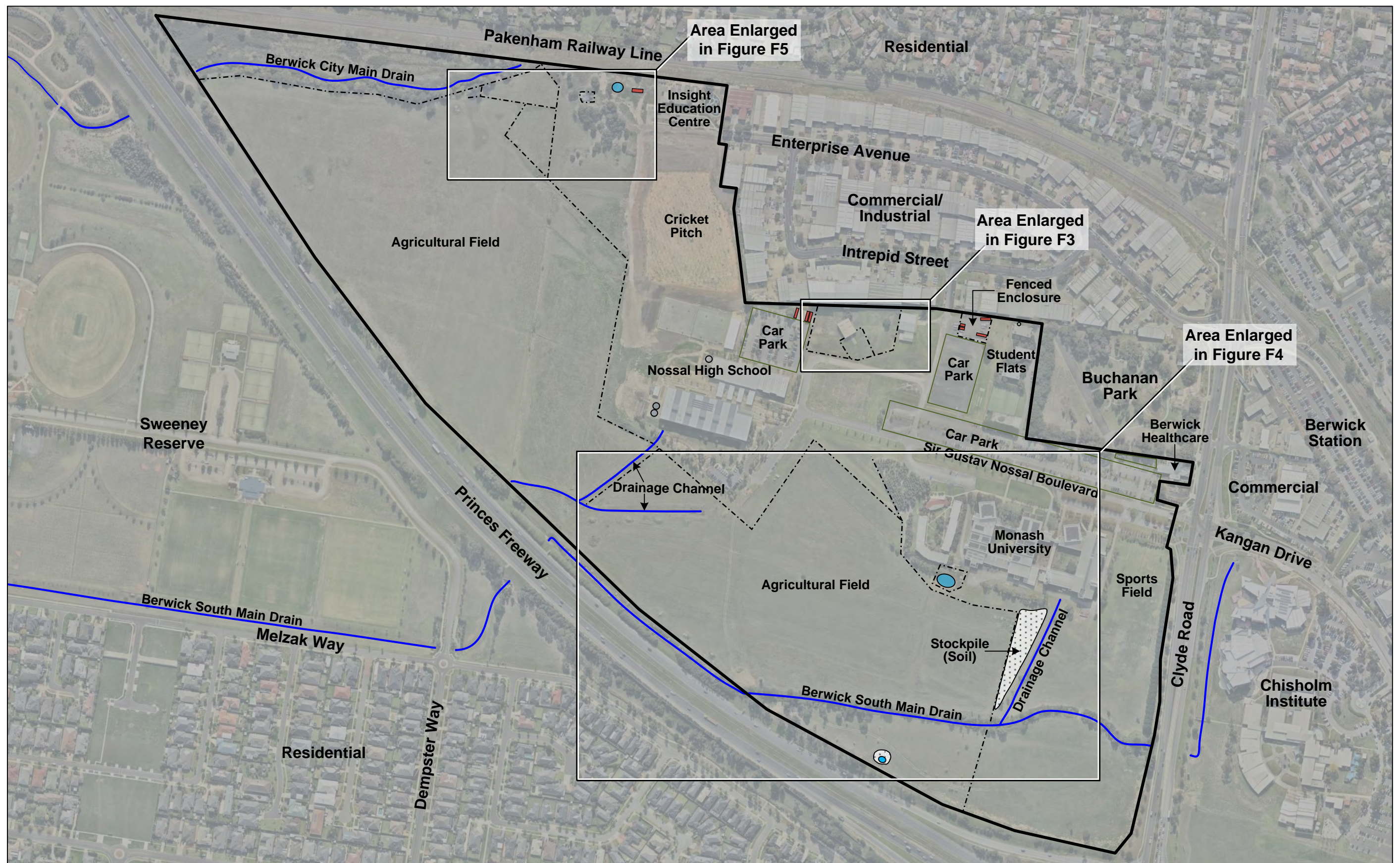
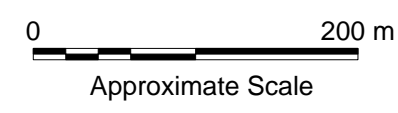


Figure F2: Site Plan Showing Site and Adjacent Land Uses

LEGEND

Source: Aerial Photograph of 19 April 2016, NearMap Pty Ltd



- Boundary of Land Subject to Investigation
- Fence
- Shipping Container
- Soil Stockpile
- Dam or Ephemeral Pond
- Rainwater Tank

Berwick Campus Development, Monash University, Clyde Road, Berwick, Victoria



**PETER J RAMSAY & ASSOCIATES**



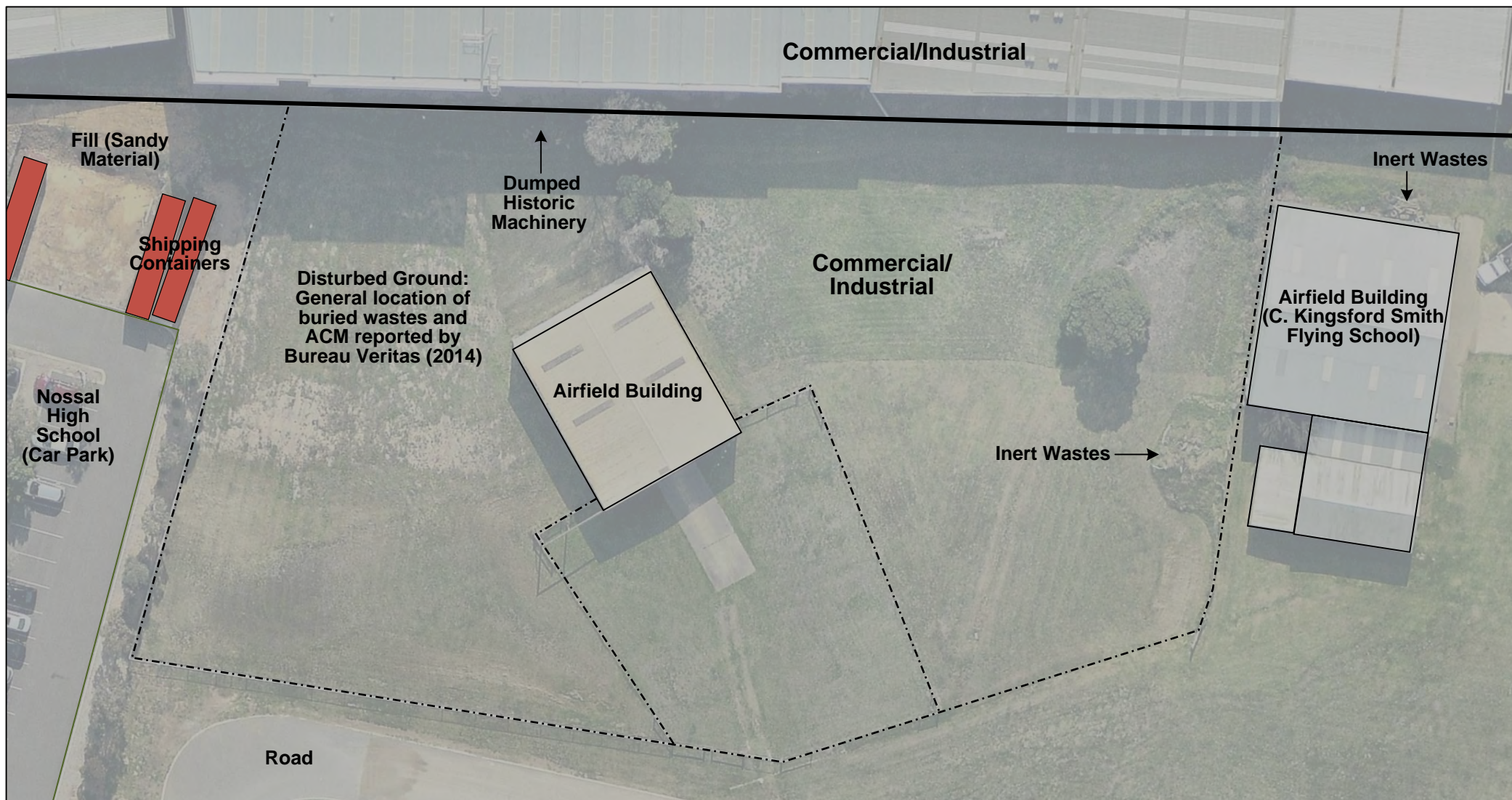


Figure F3: Detail of Historic Airfield Buildings in the Eastern Portion of the Site

#### LEGEND

Source: Aerial Photograph of 19 April 2016, NearMap Pty Ltd

0 20 m

Approximate Scale

- Boundary of Land Subject to Investigation
- Fence
- Shipping Container



Berwick Campus Development, Monash University, Clyde Road, Berwick, Victoria

 **PETER J RAMSAY & ASSOCIATES**



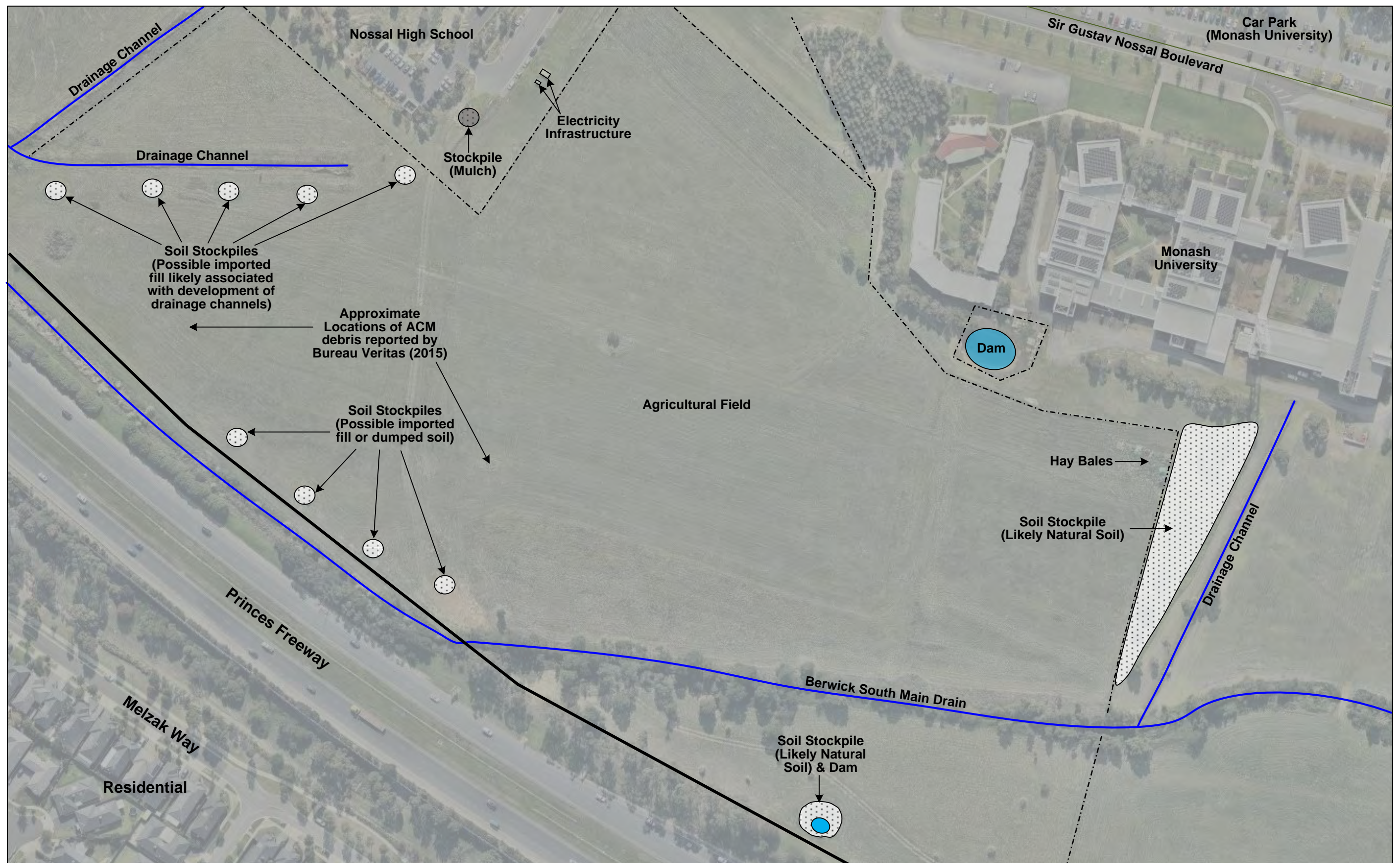


Figure F4: Detail of Part of the Eastern Portion of the Site

#### LEGEND

Source: Aerial Photograph of 19 April 2016, NearMap Pty Ltd

0 50 m  
Approximate Scale

— Boundary of Land Subject to Investigation  
- - - - - Fence

● Soil Stockpile  
● Dam or Ephemeral Pond

Berwick Campus Development, Monash University, Clyde Road, Berwick, Victoria



 PETER J RAMSAY & ASSOCIATES



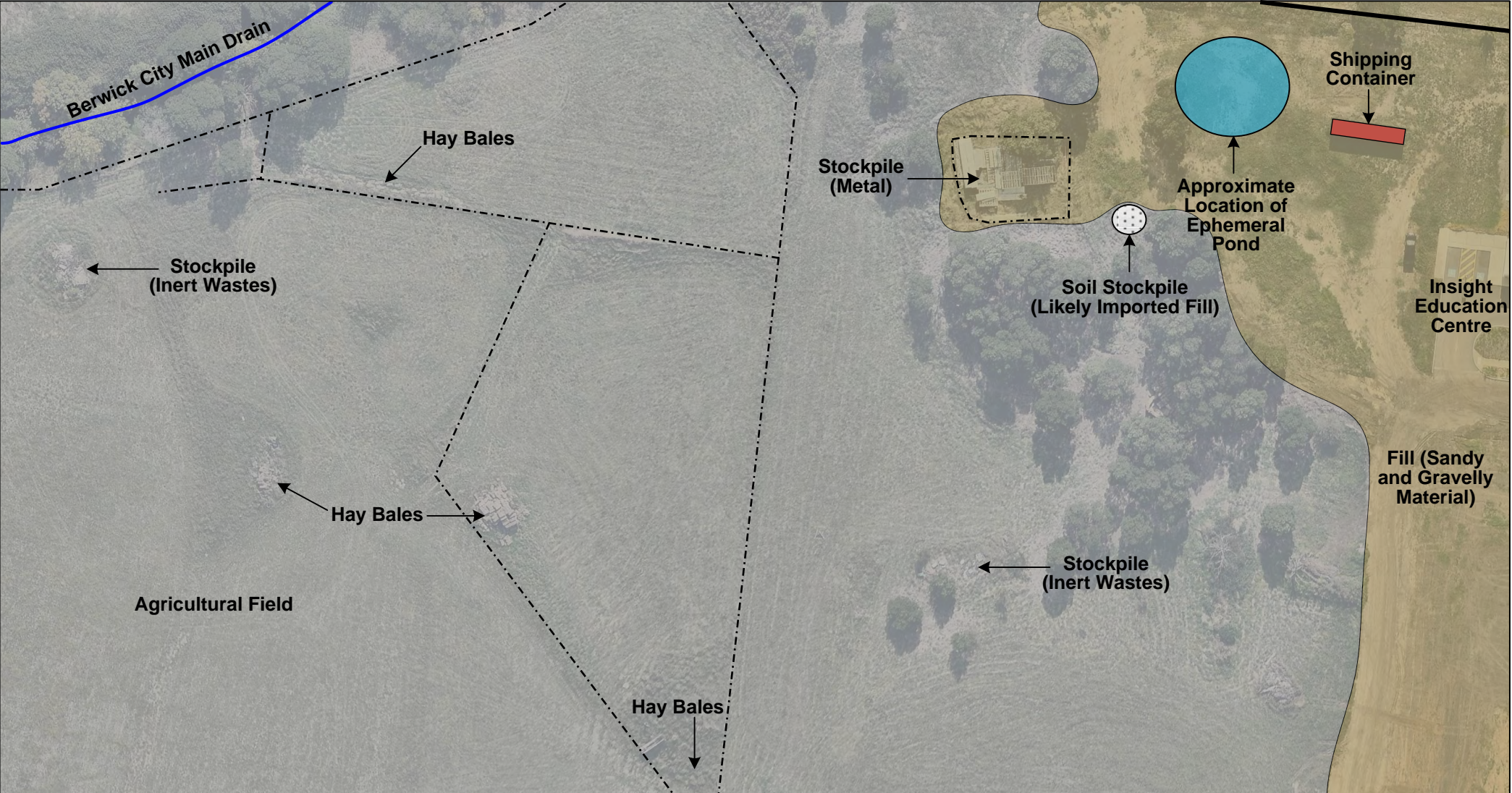
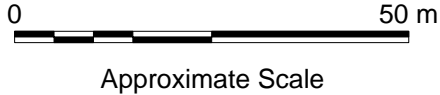


Figure F5: Detail of Part of the Northern Portion of the Site

LEGEND

Source: Aerial Photograph of 19 April 2016, NearMap Pty Ltd



- Boundary of Land Subject to Investigation
- Fence
- Soil Stockpile
- Dam or Ephemeral Pond
- Approximate Extent of Fill



Berwick Campus Development, Monash University, Clyde Road, Berwick, Victoria





## **Appendix A**

### **Site Photographs**







**Plate 1.** Historic airfield building ('C. Kingsford Smith Flying School') in the eastern portion of the site.



**Plate 2.** Historic airfield building in the eastern portion of the site.



**Plate 3.** Disturbed ground in vicinity of historic airfield buildings in the eastern portion of the site where buried wastes and asbestos was reported by Bureau Veritas (2014).



**Plate 4.** Inert wastes adjacent to historic airfield building in the eastern portion of the site.





**Plate 5.** Stockpiles of likely imported fill near drainage channel south of Nossal High School in the central portion of the site.



**Plate 6:** Stockpiles of likely imported fill or dumped soil along the site boundary in the south-eastern portion of the site.



**Plate 7.** Large stockpile of likely natural soil (left of frame) and adjacent drainage channel (right of frame) in the south-eastern portion of the site, facing north.



**Plate 8.** Sandy fill in the vicinity of Insight Education Centre in the northern portion of the site.





## **Appendix B**

### **Current and Historical Title Documentation**





**Register Search Statement - Volume 10914 Folio 071**

Copyright State of Victoria. This publication is copyright.  
No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

VOLUME 10914 FOLIO 071

Security no : 124060641887J  
Produced 31/05/2016 04:45 pm

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 725948P.  
PARENT TITLES :  
Volume 10388 Folio 122 to Volume 10388 Folio 123  
Volume 10903 Folio 940  
Created by instrument PC367992T 30/11/2005

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
MONASH UNIVERSITY of WELLINGTON ROAD CLAYTON VIC 3168  
PC367992T 30/11/2005

ENCUMBRANCES, CAVEATS AND NOTICES

LEASE as to part AH876396A 04/04/2011  
Expiry Date 30/06/2031  
DANDENONG CASEY SUPER CLINIC LTD

CAVEAT as to part AH900047X 15/04/2011  
Caveator  
SPI ELECTRICITY PTY LTD  
Capacity SEE CAVEAT  
Lodged by  
SPI ELECTRICITY PTY LTD  
Notices to  
SPI ELECTRICITY PTY LTD of LEVEL 31 2 SOUTHBANK BOULEVARD SOUTHBANK VIC 3006

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

DIAGRAM LOCATION

SEE PS725948P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END



**Lease**

**Section 66(1) Transfer of Land Act 1958**

**AH876396A**

04/04/2011 \$120.20 66



Lodged by

Name: Dandenong Casey Super Clinic Limited

Phone: 8792 1900

Address: 100 Clyde Road, Berwick, Victoria, 3806

Reference: Anne / Mary

Customer Code:

The lessor leases to the lessee the land, for the term starting on the commencement date and ending on the expiry date, and yearly rent specified, subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this lease, and subject to the covenants and conditions contained in this lease.

Land: (volume and folio references)

That part of the land in Certificate of Title Volume 10914 Folio 071 as shown shaded on the plan attached and marked "A" -

Lessor: (full name)

Monash University

Lessee: (full name and address including postcode)

Dandenong Casey Super Clinic Limited, 100 Clyde Road, Berwick, Victoria, 3806

Commencement Date:

20 December 2010

Expiry Date:

30 June 2031

Rent:

One dollar (\$1.00) per annum

Covenants: (set out here any MCP and / or additional covenants and conditions and the extent (if any) to which the covenants and powers implied under the **Transfer of Land Act 1958** apply)

The covenants and powers implied under the Transfer of Land Act 1958 do not apply.

See Annexure pages 2 - 33

Date: 15 March 2011

Signed by the lessor in the presence of: The Common Seal of Monash University was hereon affixed on 15 March 2011 in the presence of

Professor Ed Byrne, Vice-Chancellor  
Monash University, Wellington Road, Clayton

Mr Peter Marshall, Vice-President (Administration)  
Monash University, Wellington Road, Clayton

Signed by the lessee in the presence of: Executed by Dandenong Casey Super Clinic Limited by those persons who are authorised to sign for the company

ANNE PECK  
DIRECTOR / SECRETARY  
UNIT 12 / 9 HWY ST, MT. WAVERLEY 3149

WILKINSON DOWNE DIRECTOR / CHAIR  
3 JOSEPH BANKS CRES  
PNSBOROUGH

3226106A

Order to Register

Attch 3802

Please register and issue Certificate of Title to Monash University

Page 1 of 1

Signed

Customer Code

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

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This is page 2 of *Approved Form* L

dated 15 March 2011 between

Monash University and

Signatures of the parties

Dandenong Casey Super Clinic Ltd

*[Signature: Peter Marshall]*

*[Signature: S. Byrne]*

*[Signature: X. O.]*

## Panel Heading - Lease covenants

### 1. Demise

1.1 In consideration of the Lessee constructing the said clinic, and complying with the Lessee's covenants contained in this Lease, Monash leases to the Lessee the Premises in accordance with terms and conditions of this Lease.

### 1.2 Services

- (a) Monash reserves the right to pass Services through the Premises, but will first advise the Lessee regarding any planned noisy or disruptive works, service isolations or dust generating activities that might interfere with or affect the day to day operations of the Lessee. Monash will take into consideration the Lessee's reasonable concerns regarding the timing of such activities so as to cause as little disruption as possible to the Lessee's use and enjoyment of the Premises.
- (b) For the avoidance of doubt, clause 1.2 (a) shall not have the effect of limiting the Lessee's rights to quiet enjoyment.

### 2. Interpretation

2.1 In this Lease the expressions:

**"Berwick GP Super Clinic"** means the Berwick GP Super Clinic to be established by the Lessee in accordance with the provisions of this Lease;

**"Business Day"** means in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in that place;

**"Car Parking Licence"** means the Car Parking Licence set out in Annexure 2.

**"Car Parking Spaces"** means the car parking spaces referred to in clause 1 of the Car Parking Licence including any additional car parking spaces that are made available to the Lessee in accordance with clause 21 of the Car Parking Licence.

Approval No. 18170911L

**A1**



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This is page **3** of *Approved Form* L

dated **15 March 2011** between

Monash University and  
Dandenong Casey Super Clinic Ltd

Signatures of the parties

*[Signature: Peter Marshall]*

*[Signature: E Byrne]*

*[Signature: U. Farrel]*

## Panel Heading - Lease covenants

**"Claims"** means all or any claims, proceedings, actions, rights of action, liabilities, damages, losses, remedies, expenses, fines and penalties (including associated expenses and legal costs on a full indemnity basis);

**"Dispose "** or **"Disposal"** has the same meaning as in the Funding Agreement;

**"Funding Agreement"** means the agreement entered into between the Lessee and the Commonwealth of Australia as represented by the Department of Health and Ageing dated 6 November 2009;

**"GP"** means a general medical practitioner;

**"GP Super Clinic"** means an integrated multidisciplinary primary health care service with the aims and objectives set out in Items 1.2 and 1.3 of Schedule 1 of the Funding Agreement;

**"Law"** means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, rule or subordinate legislation;

**"Lessee's Chattels"** includes all furniture and fittings, stock, merchandise and equipment owned or leased by the Lessee but excluding those items that have become fixtures in the Premises;

**"Monash"** means Monash University of Wellington Road, Clayton;

**"Party"** means a party to this Lease;

**"Permitted Use"** means the construction, operation and ongoing development of the Berwick GP Super Clinic as envisaged by this Lease to be utilised as a GP Super Clinic

Approval No. 18170911L

**A1**



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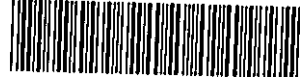
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This is page 4 of Approved Form L

dated 15 March 2011 between

Monash University and  
Dandenong Casey Super Clinic Ltd

Signatures of the parties

*Peter Marshall*

*E Byrne*

*Udaya Kesh*

## Panel Heading - Lease covenants

for the provision of integrated multidisciplinary health care services that meet the health needs and priorities of the Berwick community from the Premises;

“Practical Completion” has the same meaning as provided in the Funding Agreement and occurs when the requirements of clause 4.9 of the Funding Agreement have been met;

“Services” means all utilities including water, sewerage, drainage, storm water and any other services supplied by statutory authorities, lighting, electricity, communication, gas telephone, telecommunications, heating and security;

“Works” means all infrastructure works including the construction of the GP Berwick Super Clinic in accordance with the design brief and project specifications and includes technical plant and equipment and Services;

2.2 In this Lease, unless a contrary intention appears :

- (a) a reference to an Item is a reference to an Item in a Schedule;
- (b) a reference to a clause is to a clause of this Lease;
- (c) a reference to a Schedule or Annexure is a reference to a Schedule or Annexure to this Lease;
- (d) words in the singular include the plural and vice versa;
- (e) words importing one gender include each of the other genders;

Approval No. 18170911L

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This is page 5 of *Approved Form* L

dated 15 March 2011 between

Monash University and

Signatures of the parties

Dandenong Casey Super Clinic Ltd

*[Signature: Peter Marshall]*

*[Signature: E. Byrne]*

*[Signature: Y. Kish]*

## Panel Heading - Lease covenants

- (f) wherever the context allows "Monash" and "the Lessee" include their respective successors in title;
- (g) headings appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope in intent of the section or clauses of this Lease;
- (h) "person" shall be deemed to include a corporation and a body politic and government body;
- (i) references to authorities, institutes, associations and bodies, whether statutory or otherwise will in the event of any such organisation ceasing to exist, being reconstituted, renamed or replaced or the powers or functions or any such organisation being transferred to any other organisation, be considered to refer respectively to the organisation established or constitute in lieu of any such organisation;
- (j) the obligations of the parties arising prior to the end of this Lease continue until they are fulfilled;
- (k) where in this Lease it is provided that the Lessee covenants, promises, undertakes or agrees to perform some act or thing or to refrain from doing or carrying out some act or thing, such covenant, promise, undertaking or agreement shall be read and construed as including a provision that the Lessee shall procure that its employees, agents, clients, work-persons, customers, contractors and invitees so perform such act or thing or refrain from so doing or carrying out such act or thing respectively;
- (l) where the context permits, a reference to "Monash", "the Lessee", an organisation, body or person includes their employees, officers and agents as well as their respective successors in title and assigns;

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**A1**



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dated 15 March 2011 between

Monash University and

Signatures of the parties

Dandenong Casey Super Clinic Ltd

*Peter Marshall*

*EM Byrne*

*[Signature]*

## Panel Heading - Lease covenants

- (m) as far as possible, all provisions must be construed so as not to be invalid, illegal or unenforceable. If anything in this Lease is unenforceable, illegal or void, then it is severed and the rest of this Lease remains in force;
- (n) if a provision cannot be read down, that provision will be void and severable and the remaining provisions will not be affected;
- (o) this Lease and the rights and obligations hereunder including matters of interpretation construction validity and performance shall be governed by the laws of the State of Victoria and the parties agree to submit to the jurisdiction of the Courts of this State. Except as expressly agreed in writing by both Parties or for an action required at a federal level, each Party waives any right it has to object to an action being brought in any court outside Victoria including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction;
- (p) no rule of construction will apply to disadvantage a Party on the basis that it put forward this Lease;
- (q) words of inclusion are not words of limitation;
- (r) if the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises for the purposes of this Lease shall be the next Business Day;
- (s) to the extent permitted by law, the application to this Lease or to any Party of any Law or any Requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Rent or any part of it or otherwise affecting the operation of the terms of this Lease or its application to any Party is excluded and negated;
- (t) if a word or phrase is given a defined meaning, any part of speech or grammatical form of that word or phrase has a corresponding meaning; and

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**A1**



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Signatures of the parties

Dandenong Casey Super Clinic Ltd

*Peter Marshall*

*[Signature]*

*[Signature]*

## Panel Heading - Lease covenants

(u) a reference to dollar or \$ is to Australian currency.

### THE LESSEE'S COVENANTS

The Lessee **AGREES** with Monash as follows :

#### 3. To Design and Construct the Berwick GP Super Clinic

3.1 The Lessee will establish a Building Management Team which will include at least two members appointed by Monash, and two members appointed by the Lessee. It will be the role of the Building Management Team to ensure that the shared objectives of the organisations they represent are fulfilled without impeding the obligations of the Lessee under the Funding Agreement.

3.2 Without limiting the generality of clause 3.1, the Lessee is responsible for the design of the Berwick GP Super Clinic and must consult with Monash in good faith and ensure that the design is acceptable to Monash acting reasonably and otherwise:

- (a) is conducted with the level of skill and care of a prudent and competent design professional;
- (b) complies with all regulatory requirements and takes into account the standards for training posts developed by the Royal Australia College of General Practitioners;
- (c) is fit for the Permitted Use;
- (d) is environmentally sustainable;
- (e) integrates with the Monash style and landscape including compatibility of the external architecture and appearance with Monash's Berwick campus; and
- (f) otherwise complies with the requirements of the Funding Agreement.

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Signatures of the parties

Dandenong Casey Super Clinic Ltd

*Peter Marshall*

*EB*

*[Signature]*

## Panel Heading - Lease covenants

3.3 The Lessee shall at its own cost enter into a building contract and will procure the construction of the Berwick GP Super Clinic to a suitably high standard which complies with best practices, all standards set out in all relevant legislation, the Funding Agreement and in accordance with this Lease and with the final plans made available to and approved by Monash. The Lessee shall not have the right or entitlement to commence, and must not commence construction on the land until:

- (a) Monash has approved the final design and the final plans and specifications for the building; and
- (b) Monash has received satisfactory confirmation that sufficient funds are available to the Lessee to complete the building according to the approved plans and specifications.

3.4 Without limiting the above, during construction of the Berwick GP Super Clinic, the Building Management Team will meet on a regular basis to consult in good faith in order to monitor and facilitate progress and resolve issues that arise from time to time. In addition the Lessee will liaise regularly with Monash on each phase of the tender and construction process and:

- (a) The Lessee shall make available to Monash all drawings, design plans, plans, specifications and other documents and information ("Documentation") relating to the construction of the Berwick GP Super Clinic;
- (b) Monash will within 21 days after receipt of the Documentation provided pursuant to paragraph (a) above, notify the Lessee of all matters which it considers constitute or may constitute a departure from the provisions of this Lease, or the spirit of the negotiations between the parties or a defect, discrepancy, omission or failing in that Documentation of which Monash has become aware;
- (c) If Monash gives notice pursuant to paragraph (b) above, the Lessee will amend the Documentation, if capable of amending, to take account of all reasonable objections raised by Monash insofar as this does not alter the Lessee's obligations under the Funding Agreement;

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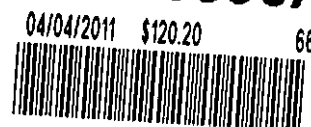
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dated 15 March 2011 between

Monash University and

Signatures of the parties

Dandenong Casey Super Clinic Ltd

*[Signature: Peter Marshall]*

*[Signature: E. Byrne]*

*[Signature: V. [unclear]]*

## Panel Heading - Lease covenants

- (d) The Lessee will provide Monash with the Documentation which is amended pursuant to paragraph (c) above, and Monash may make further amendments to the Documentation in consultation with the Lessee;
- (e) Notwithstanding that Monash has reviewed the Documentation provided to it pursuant to this clause 3 or has given notice pursuant to paragraph 3.4(b) above, Monash is not obliged to check the Documentation for its correctness or any defect, discrepancy, omission or failing. The Lessee will not be relieved of responsibility for any defect, omission, failure or discrepancy in the Documentation.

### 3.5 The Lessee will be responsible for

- (a) all planning and construction costs associated with the Berwick GP Super Clinic including capital works, infrastructure works on the site including road works, building and fit-out costs and any cost escalation in capital works cost. Monash has agreed to provide a cash contribution of \$320,000 towards these costs. Monash has also agreed to provide design and construction activities associated with the Berwick GP Super Clinic to an estimated in-kind value of \$60,000.00 and will also provide to the Berwick GP Super Clinic a licence to use 30 car parking spaces in accordance with the terms and conditions of the Car Parking Licence set out in Annexure 2; and
- (b) all costs associated with the connection of Services to the Premises from their present location on the Land. Where the source of the supply of a Service is located on the Land, and the Service is required to traverse the Land, then the Lessee will at its own cost connect that Service for supply to the Premises. The Lessee will liaise as and when necessary with Monash, and comply with Monash's requirements concerning the manner in which Services are to be supplied to the Premises over the Land. The Lessee shall also at its cost arrange for separate metering for the Premises where the provision of separate metering is possible and required by Monash.

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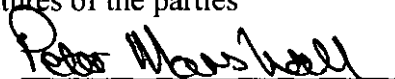

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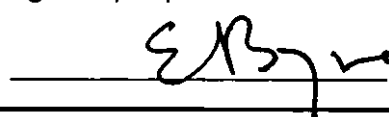
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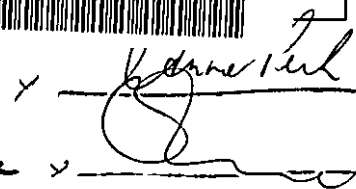
Monash University and

Signatures of the parties

Dandenong Casey Super Clinic Ltd







## Panel Heading - Lease covenants

3.6 The Lessee must as soon as it becomes aware of the possibility, advise Monash regarding any planned noisy or disruptive works, service isolations or dust generating activities that might interfere with or affect the day to day operations of Monash. The Lessee must take into account Monash's advice in that regard concerning the timing of such activities and so as to cause as little disruption as possible to Monash's activities on the Land.

3.7 Not Used.

3.8 It is an essential term of this Lease that the Lessee receives funding for the construction of the Berwick GP Super Clinic pursuant to the Funding Agreement and that accordingly it complies with its obligations pursuant to the Funding Agreement. In the event that the Lessee does not receive funding for the construction of the Berwick GP Super Clinic pursuant to the Funding Agreement or breaches the provisions of the Funding Agreement so that the Funding Agreement is terminated by the Commonwealth, Monash may in its discretion and at its option terminate this Lease in accordance with clause 21.

3.9 The Lessee is fully responsible for constructing the Berwick GP Super Clinic and for ensuring compliance with the requirements of this Lease, the Funding Agreement and any governmental, municipal or public agency or body which has authority over any aspect of the Premises or its use, and will not be relieved of that responsibility because of the involvement of:

- (a) Monash; or
- (b) any third party; or
- (c) any subcontractor

in the construction of the Berwick GP Super Clinic or the Works.

3.10 Prior to commencing the construction of the Berwick GP Super Clinic and as a separate obligation pursuant to this Lease, the Lessee must obtain and must ensure that its

Approval No. 18170911L

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Signatures of the parties

Dandenong Casey Super Clinic Ltd

## Panel Heading - Lease covenants

subcontractors maintain the insurances specified in Item 9.1 of Schedule 1 of the Funding Agreement for the period specified in clause 21.1(a) of the Funding Agreement. The Lessee must ensure that the policy specified in Item 9.1(a)(i) of Schedule 1 of the Funding Agreement also notes the interest of Monash. }

### 4. Rent, Costs and Outgoings

- 4.1 The Lessee must pay Rent to Monash annually in advance on and from the commencement date for the Term of the Lease. ↑
- 4.2 The Lessee shall be responsible for all additional direct and indirect operating costs arising from the presence of its operations or the presence of its invitees or visitors on the Premises.
- 4.3 The Lessee shall pay or cause to be paid and discharged on or before the due date all outgoing relating to the Premises free of legal or equitable set-off or other deductions including all rates, taxes, duties, charges, assessments, duties, impositions, fees and charges for telephone, gas, electricity, water, sewerage, drainage and other like services and utilities consumed or used by the Lessee including the connection of Services to the Premises and all other charges or imposts for the supply of any Services supplied to the Premises and shall indemnify and hold indemnified Monash in respect of these costs and charges. The Lessee will liaise as and when necessary with Monash and comply with Monash's reasonable requests concerning the manner in which any Services are to be supplied to the Premises.
- 4.4 Monash shall not in any circumstances be liable to the Lessee for any loss or damage suffered by the Lessee for any malfunction or interruption of or to the Services and utilities consumed or used by the Lessee on the Premises.
- 4.5 Where a malfunction or interruption of or to the Services and utilities occurs outside the Premises, Monash and the Lessee will consult with each other in good faith to determine the cause of such malfunction or interruption and which Party should be responsible for

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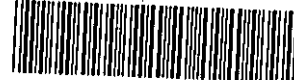
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Signatures of the parties

Dandenong Casey Super Clinic Ltd

*Peter Marshall*

*[Signature]*  
*[Signature]*

## Panel Heading - Lease covenants

repairing the same. If the parties are unable to reach agreement on this issue then the same will be determined in the manner contemplated by clause 25 but by a practising engineer from the Institution of Engineers Australia appointed by the President or other senior official (of the Victorian Division).

- 4.6 Each party will bear their own costs relating to the preparation, negotiation and execution of this Lease. The Lessee will pay all duties, fees, charges, and expenses of or incidental to the stamping of this Lease (and associated Car Parking Licence) including all stamp duty payable on this Lease and the costs of or incidental to the exercise or attempted exercise of any right power privilege authority or remedy of Monash under or by virtue of this Lease and the fees of all professional consultants properly incurred by Monash in consequence of or in connection with breach or default by the Lessee of this Lease.

## 5. To Insure

- 5.1 The Lessee shall insure and keep insured at the Lessee's expense, throughout the Lessee's possession of the Premises under this Lease in the name of the Lessee and noting the interest of Monash, any part of the Premises which is of an insurable nature and every addition or substitution made to the Premises from time to time which is of an insurable nature to its full insurable value against damage or loss by fire, storm, tempest, flood, lightning, earthquake, explosion, site clearance, riot, strike, aircraft and articles dropped from aircraft and such other risks as are reasonable having regard to the use from time to time of the Premises.

- 5.2 The Lessee shall at its own cost during the Term effect and keep in full force and effect an insurance cover for public risk for any single event for the amount stated in clause 5.2A below. Such insurance policy shall be endorsed to include Monash and the Lessee by name as principals and to include the usual cross liabilities clause. The Lessee shall provide proof of the insurance required to be taken out under this clause and renewals of such insurance to the reasonable satisfaction of Monash within three (3) days of a written demand by Monash.

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Signatures of the parties

*Peter Marshall*

*ERB*

*[Signature]*

## Panel Heading - Lease covenants

5.2A Public risk insurance - Not less than twenty million dollars (\$20,000,000.00) per claim, PROVIDED THAT this amount will be reviewed by Monash every 5 years of the Lease, and may be increased to reflect the then equivalent value of \$20,000,000.00 at the commencement date of the Lease. Monash will notify the Lessee of this amount in writing, and the Lessee must within a reasonable period of time arrange to increase the amount of public risk insurance required pursuant to Clause 5.2 to the minimum amount specified by Monash in its Notice.

5.3 The Lessee shall during the Term effect and keep in full force and effect all necessary insurance policies as required by Law with respect to the Lessee's employees who work or may work on or at the Premises.

5.4 If and whenever during the Term the Premises are damaged or destroyed by a risk against which the Lessee has (or should have according to the terms of this Lease) at the time of the damage or destruction in question insured, the Lessee shall with all proper speed do all things reasonably necessary to :

- (a) claim and obtain payment of any insurance monies to which it is entitled in respect of such damage or destruction;
- (b) obtain any permissions or other permits and consents that may be required to enable the Lessee to rebuild and reinstate the Premises; and
- (c) unless otherwise directed by Monash promptly apply the insurance monies received in reinstating the Premises to the satisfaction of Monash (making up any difference between the cost of rebuilding and reinstating and the insurance monies received).

~~5.5 The Lessee agrees that any monies which are received by virtue of any policy of insurance for the time being subsisting over improvements (notwithstanding that the Lessee has in breach of this Lease taken out such policy in its name only), shall be held upon trust for Monash and applied to reinstate improvements insured.~~

**AMENDED**

**6 JUL 2011**

With consent of parties.  
Australian Legal Practitioner/  
Licensed Conveyancer for  
*(104)*

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## Panel Heading - Lease covenants

5.6 The Lessee shall notify Monash of all monies received by the Lessee by virtue of any claim made by the Lessee on any insurance policy effected pursuant to this clause within seven (7) days of receipt of such insurance.

## **6. Miscellaneous Risk**

6.1 The Lessee shall effect any special insurance which in the reasonable opinion of Monash is reasonable and properly desirable for the protection of Monash, the Premises and the Lessee's activities carried on or in the Premises.

## **7. Use**

7.1 The Lessee shall use the Premises only for the Permitted Use and not otherwise.

7.2 The Lessee must ensure that the Premises are not left unused without the prior consent in writing of Monash which can be given or refused by Monash acting reasonably.

7.3 The Lessee must:

- (a) take all reasonable steps to ensure that the services provided from the Premises in accordance with the Permitted Use meet all relevant industry accreditation standards;
- (b) notify Monash within 28 days of any change in the Lessee's accreditation status; and
- (c) ensure that all general practitioners and other health care service providers operating from the Premises are at all times appropriately licensed and registered in accordance with the requirements of relevant regulatory bodies.

## **8. Not to Create Nuisance**

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## Panel Heading - Lease covenants

- 8.1 The Lessee shall not do, keep or display or allow to be done, kept or displayed upon the Premises any act, matter or thing which in the reasonable opinion of Monash may create nuisance or annoyance to Monash, its other tenants and licensees, or any adjoining owner or occupier or which may be noisome, unlawful or in any way immoral, but always bearing in mind the use of the Premises.

## 9. Inspection

- 9.1 The Lessee shall permit any authorised officer of Monash at all reasonable times to enter upon the Premises and inspect the state of repair of the Premises and to observe whether the terms and conditions of this Lease are being complied with provided that in the case of an emergency Monash may enter the Premises at any time for the purpose of inspecting the conditions and state of repair of the Premises and if found necessary remedying the cause of the emergency and for all wants of repair for which the Lessee is liable under this Lease at the Lessee's cost.

## 10. To Comply with Notices

- 10.1 The Lessee shall comply to the reasonable satisfaction of Monash with all notices given by Monash to the Lessee in respect of any matter for which the Lessee is responsible under this Lease.
- 10.2 The Lessee shall comply promptly with and observe at its own expense all notices received or issued from any statutory, public or municipal authority with respect to the Premises, and to immediately give notice in writing to Monash of the receipt of such notice.

## 11. The Berwick GP Super Clinic

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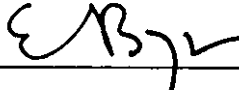

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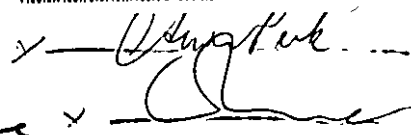
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## Panel Heading - Lease covenants

11.1 The Berwick GP Super Clinic will be a GP Super Clinic under the GP Super Clinics Program ("Program") administered by the Commonwealth which is committed:

- (a) to helping to achieve the Program Objectives set out in Schedule 1 of the Funding Agreement;
- (b) to be a site of excellence in primary care service delivery and health professional education and training with a multidisciplinary focus and to pilot effective and innovative use of technology to support primary health care;
- (c) to have a strong educational focus and alignment with Monash and to provide extensive educational, training and research opportunities as well as opportunities for students and staff to collaborate within the broader network of GP Super Clinics and other clinical facilities in the region.

11.2 The Lessee must ensure that throughout the Term, the Berwick GP Super Clinic:

- (a) operates as a GP Super Clinic. The Parties acknowledge that part of the consideration for Monash granting this Lease to the Lessee, is that the Berwick GP Super Clinic will be the type of Clinic envisioned by this clause 11. Any proposal by the Lessee to alter the use of the Premises would require extensive consultation with Monash and the prior written approval of Monash, which can be given or refused by Monash in its absolute unfettered discretion;
- (b) maintains a commitment to academic collaboration with Monash by its support for Monash student placements across a range of medical, nursing and allied health disciplines, inter-professional education activities, research activities and professional development activities;
- (c) meets with Monash representatives on a regular basis to consult in good faith to ensure appropriate academic collaboration;

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## Panel Heading - Lease covenants

- (d) fosters an environment of best practice reflected through its commitment to support high quality professional practice, research and education activities and the innovative use of IT;
- (e) provides access to Monash students and staff to the services offered by the GP Super Clinic except insofar as the utilisation by students and staff of the services restricts the capacity of the Lessee to achieve the Project Aims and Project Objectives under the Funding Agreement.

11.3 Monash is prepared to allow the Lessee the use of certain Monash facilities ("Facilities") on the Land subject to the agreement of both Monash and the Lessee. Any Facilities to be made available and their use is to be governed by separate service agreements agreed by the Parties and charged on a per usage basis in the manner agreed by the Parties in the separate service agreements. The Facilities which can be made available pursuant to this clause may include negotiated access to specialised university equipment, and the use of IT infrastructure and expertise.

## **12. Constructing Berwick GP Super Clinic Related Facilities**

12.1 Subject to consultation with Monash, and the Lessee obtaining Monash's consent, which consent shall not be unreasonably withheld, after the Berwick GP Super Clinic is operational, the Lessee may from time to time make such improvements, additions and alterations including demolition or relocation of buildings upon and to the Premises as the Lessee may consider necessary or appropriate and which are incidental to and associated with operating the Berwick GP Super Clinic. The Lessee shall carry out any such works in a proper and workmanlike manner and must comply with all Commonwealth, State and Local legislative requirements.

12.2 In seeking Monash's consent to construct any new building on the Premises, the Lessee shall provide to Monash:

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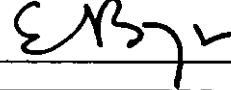

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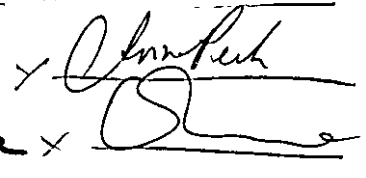
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## Panel Heading - Lease covenants

- (a) a description of that part of the Premises on which the building is to be erected incorporating a plan of the Land;
- (b) a plan or drawing and other information fully describing the proposed building to indicate the location and uses of the building (including extensions or additions to existing buildings or structures) in relation to boundaries of the land; elevation and section showing proposed heights, proposed finished levels of the land in relation to buildings and roads, building perspectives where necessary to illustrate the proposed building and a schedule of proposed interior and exterior finishes and the cost of the proposed building, and otherwise comply with the provisions of clause 3.4 relating to the Documentation.

12.3 The Lessee shall provide to Monash the estimated period of construction from the date of receipt of all approvals, including that from Monash and any responsible authority.

12.4 The Lessee shall pay Monash's reasonable costs of perusing the detailed plans and specifications.

12.5 The Lessee shall upon completion of construction of any new building including the original Berwick GP Super Clinic or addition to an existing building, fittings or services supply to Monash promptly a copy of the "as built" plans and specifications as well as a certificate from the Lessee's qualified consultant certifying that the works have been built in accordance with the plans and specifications.

## 13. Repair

13.1 The Lessee is responsible for all operational and maintenance costs associated with the Berwick GP Super Clinic. The Lessee shall, at its expense and to the reasonable satisfaction of Monash, maintain and keep the Premises, the car parking spaces and all buildings, structures, fencing, gates and other improvements constructed, erected and installed on the Premises, and which at any time during the Term shall be constructed, made or installed on the Premises, clear of waste, clean and tidy and in a good and

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Signatures of the parties

*[Signature: Peter Marshall]*

*[Signature: E. Byrne]*

*[Signature: D. Kelly]*

## Panel Heading - Lease covenants

substantial state of repair and condition. The Lessee shall during the Term maintain the Berwick GP Super Clinic and landscape all gardens to a suitably high standard and at least to the level required by Monash of its own building stock in accordance with the spirit of the negotiations between the parties including renewing and redecorating the same as often as required. For the avoidance of any doubt, the Lessee acknowledges that Monash will have no responsibility for any repairs or maintenance to the Premises, the car parking spaces and the Services on the Premises.

13.2 Monash may serve upon the Lessee a notice in writing:

- (a) specifying any failure by the Lessee to carry out any repair, replacement or cleaning of the Premises, the car parking spaces or the Services which the Lessee is required to do under this Lease; and/or
- (b) require the Lessee to carry out the repair, replacement or cleaning within a reasonable time. If the Lessee does not comply with the notice, Monash may elect to carry out such repair, replacement or cleaning and any costs incurred must be paid by the Lessee when demanded by Monash.

13.3 Either Party must as soon as it becomes aware of any significant operational issue concerning Monash or the Berwick GP Super Clinic (as the case may be), which may impact on the other Party, give notice to the other Party forewarning that other Party as to such significant operational issue (before such issue becomes public).

13.4 The Lessee must maintain documented risk management identification and treatment programs for the Premises and the Services. The emergency and security services to be utilised by the Berwick GP Super Clinic will be determined through negotiation between the Parties.

13.5 (a) If from the Lessee's use and occupation, the Premises or the car parking spaces are affected by contamination or pollution, the Lessee must immediately thereafter, and in any case before this Lease ends, complete at its own expense to the satisfaction of Monash and any relevant authority or standard, a comprehensive restoration and detoxification program so that the

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Signatures of the parties

*Peter Marshall*

*E Byrne*

*U. King*

## Panel Heading - Lease covenants

contamination or pollution is removed and the Premises are restored to their condition prior to such contamination or pollution having occurred ("Restoration Works"). If the Lessee fails to comply with its obligations pursuant to this clause, to the satisfaction of Monash, the relevant authority (if any) or any applicable standard, Monash may at the Lessee's expense cause the Restoration Works to be carried out.

- (b) In addition to any other indemnity in this Lease, the Lessee indemnifies Monash against all Claims for damages, loss, injury or death caused by or arising out of or otherwise in respect of any contamination or pollution being spilled, deposited or otherwise escaping into or on the Premises, the car parking spaces or the Land or a breach of this clause by the Lessee.

### 14. To Comply with Legislation

- 14.1 The Lessee shall observe and comply with all Commonwealth and State Law and all notices, orders and directions thereunder arising from the Lessee's use and/or occupation of the Premises.

### 15. Obligations relating to Improvements at Termination and Surrender

- 15.1 Prior to the termination or sooner expiration of this Lease, the Lessee must remove from the Premises the Lessee's Chattels including all signs and lettering and repair and make good any damage to the Premises resulting from the removal of the Lessee's Chattels, and must peaceably and quietly surrender and yield up to Monash the possession of the Premises, together with all buildings, fencing, fixtures, installations and other improvements, made or installed upon the Premises, in good and substantial repair and condition having regard to the age of the Premises, clean and free from contamination and pollution, and otherwise in accordance with the covenants on the part of the Lessee contained in this Lease, together with all keys and security devices for the purposes of obtaining access to the Premises.

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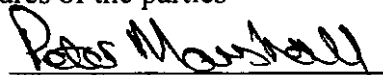
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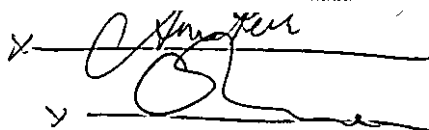
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## Panel Heading - Lease covenants

15.2 The Lessee shall relinquish all rights, title and interest of whatsoever nature which it may have or claim to have in the then existing buildings, fencing, fixtures, installations and other improvements, and shall peaceably and quietly surrender and yield them up to Monash absolutely.

15.3 The Lessee may with the prior agreement of Monash, which agreement will not be unreasonably withheld, remove the Lessee's Chattels and surrender the Premises, to Monash prior to the expiration or sooner determination of the Term, provided that such surrender gives vacant possession to Monash, in respect of those improvements remaining on the Premises, and provided further, that Monash is not obliged as a result of such surrender to continue, novate or participate in any way in any of the contractual or other business activities entered into or carried out on the Premises by the Lessee or its assignees, licensees, sub-lessees or franchisees.

15.4 Any of the Lessee's Chattels left in the Premises after 7 days of the end or sooner termination of this Lease will be deemed to be abandoned by the Lessee and will become the property of Monash and may be removed by Monash at the Lessee's cost and otherwise dealt with at the Lessee's risk..

15.5 The Lessee must indemnify and keep indemnified Monash in respect of the cost of the removal and storage of the Lessee's Chattels, and also in respect of all Claims which Monash may suffer or incur at the suit of any person (other than the Lessee) claiming an interest in the Premises or the Lessee's Chattels by reason of Monash acting in any manner permitted in this clause 15.

## **16. Car Parking and Traffic Management**

16.1 Subject to the Lessee complying with clause 16.2 of this Lease, Monash grants to the Lessee the licence to park cars in the car parking spaces on the Land for no further

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dated 15 March 2011 between

Monash University and

Signatures of the parties

Dandenong Casey Super Clinic Ltd

## Panel Heading - Lease covenants

consideration or Licence Fee but otherwise strictly on the terms and conditions contained in this Lease including the Car Parking Licence set out in Annexure 2 of this Lease.

16.2 The Lessee must at its cost install and manage a parking access system which delineates, restricts and controls car parking, so that parking in the car parking spaces is limited strictly to the Lessee. Vehicles properly parked in the car parking spaces must be clearly identified by the Lessee as having the right to park in the car parking spaces. The Lessee acknowledges that Monash will continue to issue parking infringement notices and to fine and otherwise issue penalties to vehicles which are parked in the car parking spaces without proper identification issued by the Lessee showing that such vehicle is entitled to be parked in the car parking space.

16.3 Traffic management involving the Berwick GP Super Clinic will be resolved by agreement between the parties acting in good faith.

## 17. Assignment and Subletting

17.1 Subject always to clause 17.2 and clause 17.4, the Lessee shall not assign or otherwise part with the possession of part or the whole of the Premises, nor will it agree (whether in writing or not) and without limiting the generality of the last preceding words, to assign or execute an assignment of the residue of the Lease Term nor to hold or occupy the Premises or any part whatsoever as trustee or agent or otherwise for the benefit of any other person without the consent in writing of Monash, which Monash will not unreasonably withhold provided the Lessee complies with the provisions of clause 17.3 **AND IT IS AGREED** that the provisions of section 144 of the Property Law Act 1958 (Vic) are hereby expressly excluded.

17.2 Monash recognises the rights of the Commonwealth contained in clause 17 of the Funding Agreement to step in and take control and management of part or whole of the Lessee's obligations under the Funding Agreement, and will use all reasonable endeavours to facilitate an assignment of this Lease to the Commonwealth in such

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Dandenong Casey Super Clinic Ltd

Signatures of the parties

*Peter Marshall*

*E Byrne*

*[Signature]*

## Panel Heading - Lease covenants

circumstances. If the Commonwealth is proposing in accordance with clause 17 of the Funding Agreement to assign the Lessee's rights under this Lease to a third party or nominee, then that third party or nominee must first be approved by Monash as a suitable and appropriate Lessee, having suitable experience, expertise and standing in the community to take on the obligations of the Lessee under this Lease and the terms of that assignment must also be approved by Monash including the Rent (if any) that is to be payable by the assignee to Monash.

17.3 Provided the Lessee is not in default of its obligations under this Lease, or it has committed a default under this Lease which has been waived or excused in writing by Monash, the Lessee may with the consent of Monash, assign the Lease provided it first complies with the following conditions:

- (a) the Lessee has first obtained the consent of the Commonwealth to such Disposal in accordance with the provisions of the Funding Agreement;
- (b) provides to Monash the name and address of the new tenant and proves to Monash's reasonable satisfaction that the new tenant is solvent, has suitable experience, expertise and standing in the community to take on the obligations of the Lessee under this Lease and is otherwise able to comply with the Lessee's obligations under this Lease; and
- (c) in the case of an assignment or transfer of lease, executes and procures the new tenant to execute an assignment of lease which must include a condition by which the Lessee releases Monash from any claims arising under or in connection with the Lease and otherwise in a form approved by Monash.
- (d) pays Monash's legal costs (up to a maximum which is equivalent to 4 hours work at the rate normally charged by that solicitor to Monash) in connection with approving the new tenant and the costs of the preparation, negotiation and stamping of any document required under this clause.

17.4 The Lessee may at its option sub-let the Premises or part or parts of the Premises provided the Lessee has obtained the consent in writing of:

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Signatures of the parties

*Peter Marshall*

*EByne*

*[Signature]*

## Panel Heading - Lease covenants

- (a) the Commonwealth to such Disposal in accordance with the provisions of the Funding Agreement; and
- (b) Monash which will not be unreasonably withheld.

## MONASH'S COVENANTS

### 18. Quiet Enjoyment

18.1 Monash AGREES to give the Lessee quiet enjoyment and possession of the Premises without interruption by Monash or any person lawfully claiming through under or in trust for Monash provided the Lessee pays the rent and observes and performs its obligations under the Lease and is not in breach of the Lease. X

## MUTUAL COVENANTS

### 19. Review of Lease Terms including Renewal

19.1 On or before the anniversary of the tenth (10th) year of the commencement of this Lease, and thereafter on or before the anniversary of each succeeding period of five (5) years of the Term until its expiry, or any other such date agreed by the Parties in writing, the Parties shall confer at a time to be mutually agreed upon to consider the relevance and applicability of all the terms, covenants, conditions and stipulations of this Lease and whether any and what variation or addition thereto is necessary or desirable; and any variation or addition can only be made by mutual agreement of the Parties, ~~PROVIDED ALWAYS and it is hereby expressly agreed that no later than 12 months prior to the expiry of this Lease the parties will meet to determine in good faith whether this Lease should be renewed for a further term of years, also to be agreed. If no agreement is reached between the Parties and the Lessee remains in possession of the Premises without the objection by Monash after the end of the Term, clause 26 in shall apply.~~

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- 6 JUL 2011

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With consent of  
Australian Legal Practitioner/  
Notary Public

*Parker*  
*NAM*

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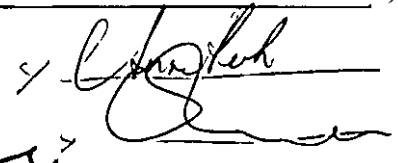
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Signatures of the parties







## Panel Heading - Lease covenants

### 20. The Lessee's Indemnity

20.1 The Lessee is liable for and indemnifies Monash against all Claims, actions, demands loss or damage incurred or suffered directly or indirectly by Monash in connection with:

- (a) loss, damage or injury from any cause whatsoever to property or person using or being on the Premises (whether lawfully or unlawfully) or occasioned or contributed to by the Lessee's occupation and use of the Premises;
- (b) the use or misuse, waste or abuse by the Lessee or the Lessee's employees, invitees and visitors of any water, gas or electricity or other Services to the Premises;
- (c) the overflow, leakage or escape of water, fire, gas, electricity or any other agent whatsoever in or from the Premises;
- (d) the Lessee's failure to observe or perform any of the Lessee's covenants under this Lease whether positive or negative, expressed or implied.

20.2 In the absence of any negligence or deliberate act or omission by Monash, the Lessee acknowledges that all property which may be in or on the Premises will be at the sole risk of the Lessee and Monash will not be liable for any Claim that the Lessee or any Person claiming by, through or under the Lessee may incur or make or any which arises from:

- (a) any fault in the construction or state of repair of the Premises or any part of it;  
or
- (b) the collapse of the Premises (or part of the Premises) irrespective of the cause;  
or
- (c) any defect in any Services on the Premises; or

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Signatures of the parties

## Panel Heading - Lease covenants

- (d) the flow, overflow, leakage, condensation or breakdown of any water, air-conditioning, gas, oil or other sources of energy or fuel, whether from the roof, walls, gutter, down-pipes or other parts of the Premises.

20.3 The Lessee acknowledges having inspected and approved of the Premises before signing this Lease and agrees to accept, occupy and use the Premises at its own risk.

20.4 To the full extent permitted by law, the Lessee releases Monash from all Claims, legal action and costs, and from all liability which may arise in respect of any death of, or injury to, any person and any accident or damage to property of whatever kind which arise from the Lessee's use and occupation of the Premises except to the extent that it is contributed to by Monash's negligence or deliberate act or omission.

## 21. Forfeiture of Lease

21.1 If:

- (a) the rent or outgoings payable are six (6) months in arrear; or
- (b) the Lessee is properly required by Monash by notice given under this Lease to carry out repairs or maintenance and the Lessee fails to commence them within three months of receipt of such notice or to thereafter proceed diligently to complete them; or
- (c) the Lessee is in default pursuant to the Funding Agreement so that the Commonwealth has by written notice to the Lessee required the Lessee to suspend dealings with the Funds supplied pursuant to the Funding Agreement or terminated the Funding Agreement or both; or
- (d) the Lessee neglects or fails to perform or observe any of the provisions of this Lease on its part to be observed or performed and that neglect or failure is not

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Dandenong Casey Super Clinic Ltd

Signatures of the parties

*Peter Marshall*

*ER Byrnie*

*[Signature]*

## Panel Heading - Lease covenants

capable of remedy, or is capable of remedy but continues for an unreasonable period being not less than three months after Monash gives written notice to the Lessee to remedy the same,

then Monash may do any one or more of the following without affecting any pre-existing rights of a Party:

- (a) re-enter and take possession of the Premises;
- (b) by notice to the Lessee, terminate this Lease;
- (c) exercise any of its other legal rights;
- (d) recover from the Lessee any loss suffered by Monash due to the Lessee's default, including the cost of removing those of the Lessee's Improvements from the Premises which are required to be so removed by Monash.

## 22. Waiver

22.1 The Lessee waives all entitlements to any compensation for damages incurred or arising from Monash's determination of the Lease in accordance with the terms of the Lease before the expiration of the Term ~~or any period of extension~~; and Monash upon re-entering the Premises may remove any fixtures, fittings, stock-in-trade, chattels, and personal property found on or attached to the Premises and store such property at the Lessee's costs and expense and it is expressly agreed that Monash shall not be liable for any loss or damage to such property or commit any offence by its removal.

22.2 The time for remedying any breach of a term, covenant, condition or stipulation of this Lease if such is capable of remedy is hereby agreed to be and fixed at thirty (30) days after service of a notice on the Lessee pursuant to section 146(1) of the *Property Law Act 1958 Vic*

22.3 A waiver by Monash of a breach of any provision of this Lease arising by law shall not be interpreted or operate as a waiver of another breach or of any continuing or future breach of a term, covenant, condition or stipulation.

**AMENDED**

**- 6 JUL 2011**  
With consent of *Parker*  
Australian Legal Practitioner  
and Conveyancer for *KAM*

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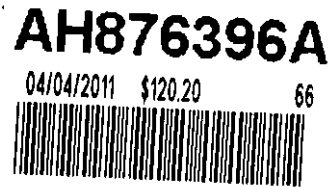


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dated 15 March 2011 between

Monash University and  
Dandenong Casey Super Clinic Ltd

Signatures of the parties

*Peter Marshall*

*E. Byrne*

*[Signature]*

## Panel Heading - Lease covenants

22.4 The failure of Monash at any time to enforce any provision of this Lease shall not be construed as or constitute a waiver by Monash of such provision or in any way affect the validity of this Lease or the rights of Monash to thereafter enforce each and every provision.

## 23. Disclaimer

23.1 The Lessee hereby expressly acknowledges that Monash has not made or given, and the Lessee hereby expressly disclaims any promise, representation, warranty or undertaking express or implied, made or given on or prior to the execution of this Lease in respect of the suitability of the Premises or for any activity proposed to be carried on at the Premises otherwise than any warranties which may be contained in this Lease; and it is hereby expressly agreed and declared that no further or other covenants, terms and conditions in respect of this Lease shall be deemed to be implied in this Lease. Moreover the Lessee acknowledges and agrees that the Premises is demised by Monash in an 'as-is' condition (subject to any provision to the contrary contained in this Lease), and without limitation, Monash does not warrant the suitability of the soil for support of any improvement to be constructed on the soil including but not limited to the Berwick GP Super Clinic.

## 24. Easements

24.1 Monash reserves the right for the purpose of the provision of public or private access to and ingress and egress from the Premises, adjoining lands, or support for structures erected on, or Services to the Premises or the Land, to grant easements, or enter into any arrangement or agreement with any of the owners, tenants, occupiers or others interested in any land adjacent or near to the Premises or with any public authority as Monash thinks fit, and it may likewise for any of these purposes dedicate land transfer, grant or create any easement, privilege or other right in favour of such parties or in favour of any such adjoining or neighbouring land or any public authority over or affecting the Premises and this Lease shall be deemed to be subject to any such

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Signatures of the parties

*Peter Marshall*

*E Byrne*

*[Signature]*

## Panel Heading - Lease covenants

25.4 The written determination of the expert appointed pursuant to sub-clause 25.1 is conclusive and binding on the parties.

## 26. Overholding

26.1 If the Lessee shall continue in occupation of the Premises after the expiration of the Term, without any demand for possession having been made by Monash, the Premises shall be held by the Lessee under a tenancy determinable at any time upon thirty (30) days' notice being given by either Party to the other without reference to the commencement of the tenancy and otherwise upon and subject to the same provisions in this Lease as far as they can be applied to a monthly tenancy.

## 27. Parties Commitment to the Berwick GP Super Clinic

27.1 The parties wish to express their commitment to the development of the Berwick GP Super Clinic and will use all reasonable endeavours to ensure that the Berwick GP Super Clinic is planned and constructed in a timely, efficient and mutually satisfactory manner.

## 28. Notices

28.1 Any notice, demand or consent required to be given to or served upon the Lessee by Monash under this Lease, shall be deemed to have been duly given or served, if it is in writing signed by or on behalf of Monash, and is delivered by hand or posted in a prepaid letter addressed to the Lessee or sent by facsimile to the address set out in Item 8 of the Schedule. Any communication which the Lessee may desire to give to or serve upon Monash under this Lease shall be deemed to have been duly served, if it is in writing, signed by the Lessee, and is delivered by hand, or posted in a prepaid letter, addressed to Monash or sent by facsimile to its office for the time being as set out in Item 8 of the Schedule, provided always that where the Lessee consists of two or more

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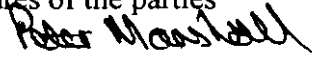

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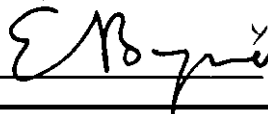
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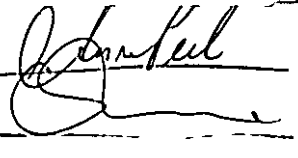
Monash University and

Signatures of the parties

Dandenong Casey Super Clinic Ltd







## Panel Heading - Lease covenants

persons, such delivery to or serving upon any one of them shall constitute service to or service upon each of them.

28.2 A communication is deemed to be received:

- (a) if delivered personally, on the date of delivery;
- (b) if sent by prepaid ordinary post on the second day after posting;
- (c) if sent by prepaid registered post on the date that the acknowledgment of delivery is completed by the recipient; and
- (d) if sent by facsimile before 5.00 p.m. on a working day, on the day it is sent, and otherwise on the next working day, and provided in both instances, there is evidence of complete and satisfactory transmission to the recipient's facsimile number.

28.3 The Lessee or Monash must provide a copy of any notice, demand or consent that is served on the other party to the Department of Health and Ageing's Project Manager as identified in the Funding Agreement within seven days of serving the notice, demand or consent.

## 29. Essential Terms

29.1 If the Lessee repudiates this Lease or breaches an essential term, Monash may recover all money payable by the Lessee under this Lease up to the end of the Term, and shall be entitled to damages for loss of the benefits which performance of all the provisions of this Lease would, but for the breach or repudiation, have conferred upon Monash. Monash must, however, use all reasonable endeavours to minimise its loss.

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dated 15 March 2011 between

Monash University and

Signatures of the parties

Dandenong Casey Super Clinic Ltd

*Peter Moss Hall*

*E Byrne*

*[Signature]*  
*[Signature]*

## Panel Heading - Lease covenants

29.2 The essential terms of this Lease are clauses 3, 4, 5, 7, 11, 12, 13, 16, 17, 20 and 23.

29.3 Monash's entitlement to damages is not limited or affected if:

- (a) the Lessee abandons the Premises;
- (b) Monash elects to re-enter the Premises or terminate this Lease;
- (c) Monash accepts the Lessee's repudiation; or
- (d) the parties' conduct constitutes or may constitute a surrender by operation of law.

## **30. Goods and Services Tax (GST).**

30.1 If GST has application to any supply made under or in connection with this Lease, the Party making the supply ("**Supplier**") may, in addition to any amount or consideration expressed as payable elsewhere in this Lease, recover from the recipient of the supply ("**Recipient**") an additional amount on account of GST, such amount to be calculated by multiplying the amount or consideration payable by the Recipient for the relevant supply by the prevailing GST rate. Any additional amount on account of GST recoverable from the Recipient under this clause shall be calculated without any deduction or set-off of any other amount and is payable by the Recipient upon demand by the Supplier by issue of a tax invoice or other form of demand prescribed by relevant legislation.

## **31. Good Faith**

31.1 The parties shall act in good faith toward one another in the performance of this Lease.  
Good faith includes :

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- (a) co-operation with each other;
- (b) responding promptly to communications from each other;
- (c) acting with integrity;
- (d) being fair, reasonable and honest; and
- (e) doing all things reasonably expected by the other Party.

## 32. Encumbrance of Leasehold

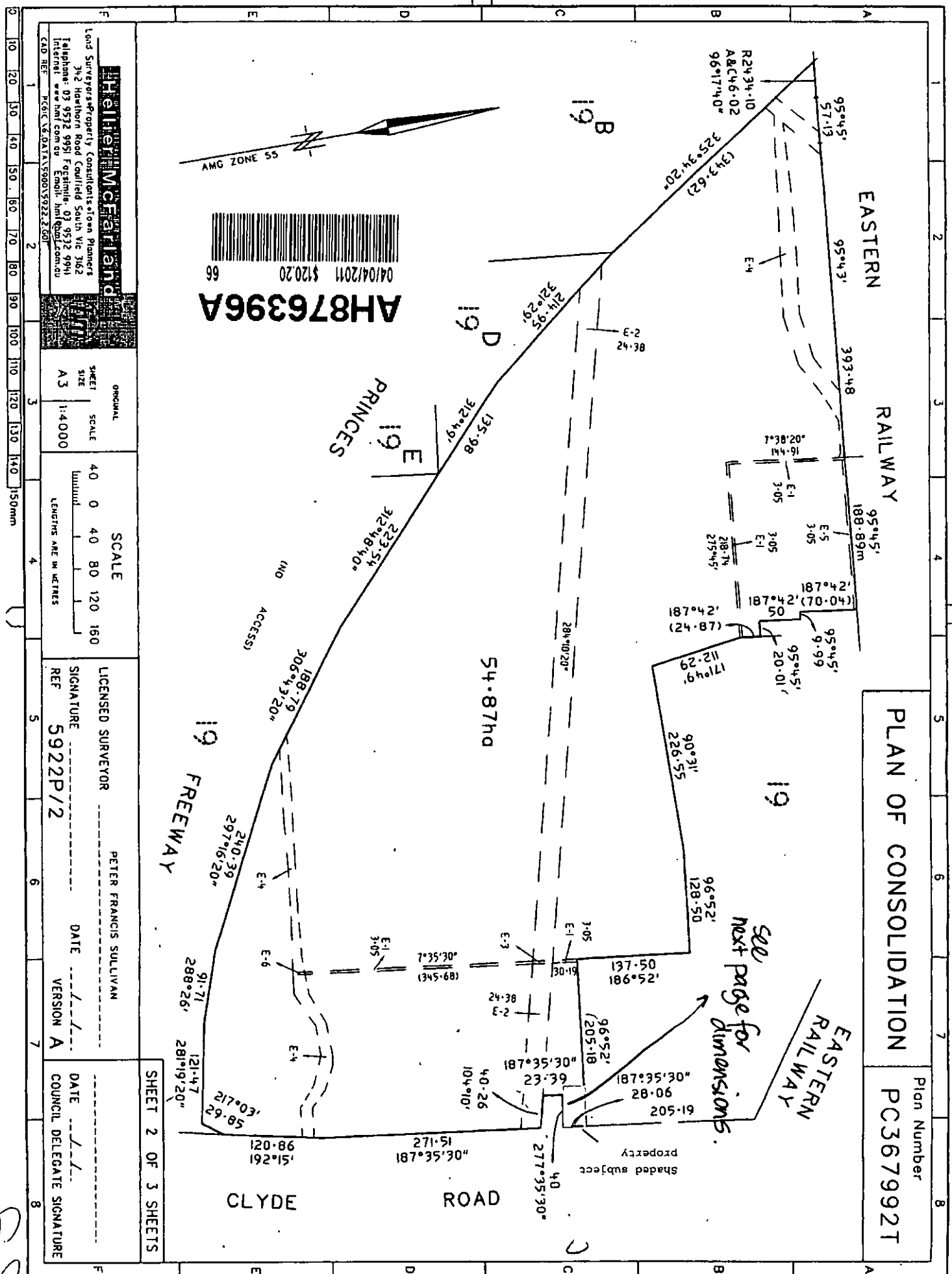
32.1 The Lessee shall not have the right to subject this Lease to any mortgage, trust deed or other security device, without the written consent of Monash.

Approval No. 18170911L

# A1

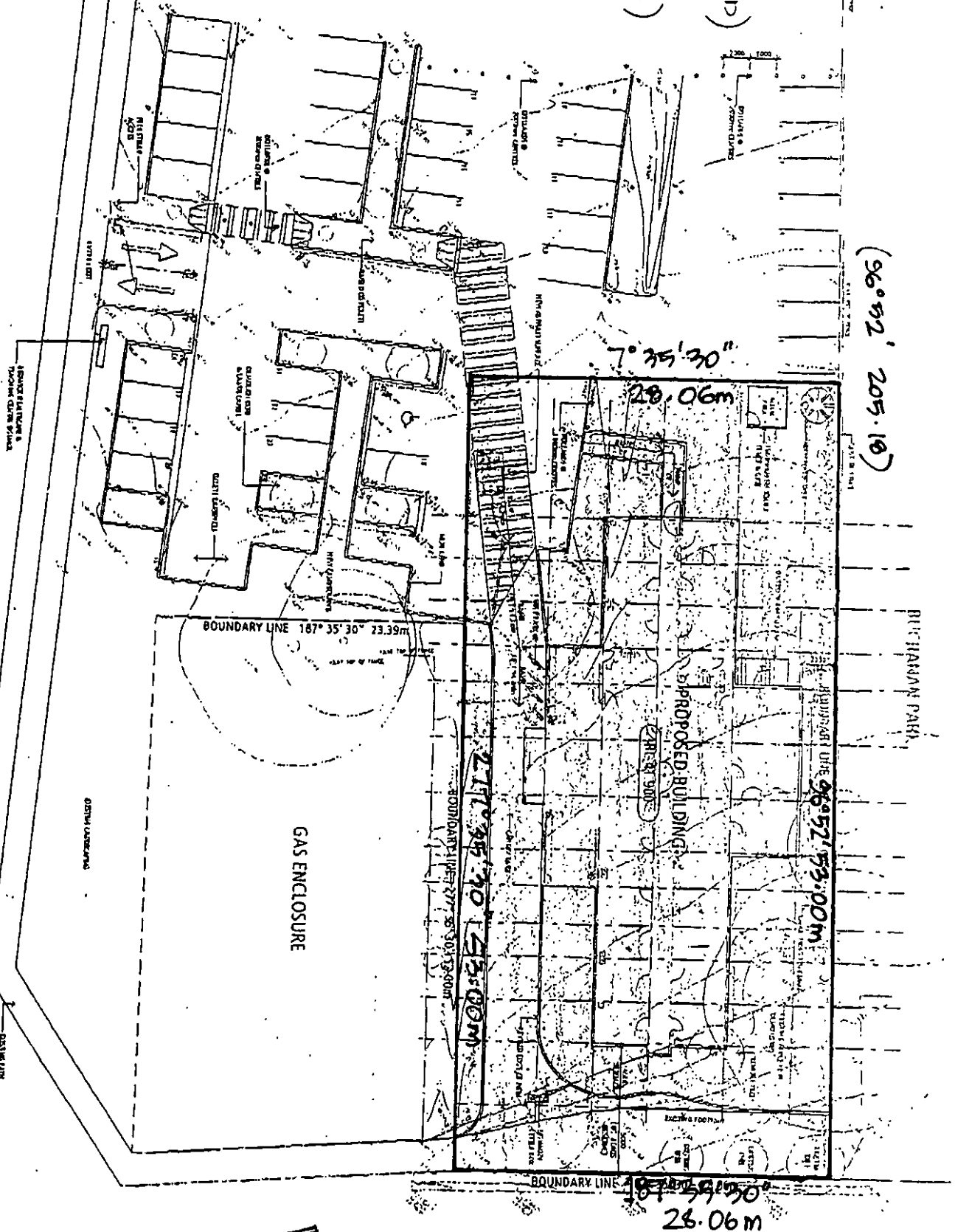


1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.



66

TOTAL (SHADE)  
LEASE AREA  
1500 sqm (approx)  
28 x 53 sqm



C L Y D E V R O A D

20 APR '11 14:19

+61 3 9793 4050 FAX 22-





**MONASH** University

**AH876396A**



University Solicitor's Office

Our Ref: CF10/3188

17 March 2011

Registrar of Titles  
Land Registry Correspondence Section  
9<sup>th</sup> Floor  
570 Bourke Street  
MELBOURNE VIC 3000

Dear Sir,

**ORDER TO REGISTER - LEASE FOR THE ESTABLISHMENT OF THE BERWICK SUPER CLINIC  
ON MONASH UNIVERSITY BERWICK CAMPUS**

Lease details:

Parties – Monash University as Lessor and Dandenong Casey Super Clinic Limited as Lessee.

Premises – part of the land in Certificate of Title Volume 10914 Folio 071, being 1500 square metres in area (shaded on the attached plan) together with a licence to use car parking spaces.

Term – from 20 December 2010 to 30 June 2031.

Please register the above described lease on Certificate of Title Volume 10914 Folio 071 and return title to issue to Monash University – Customer Code 14395S.

Yours Sincerely,

Julianne Wantrup  
University Solicitor  
For and on behalf of Monash University

# CAVEAT

## Section 89 Transfer of Land Act

Lodged by:

Name: SPI Electricity Pty Ltd

Phone: 9695 6865

Address: Level 31, 2 Southbank Boulevard, Southbank, Victoria 3006

Ref: X7733

Customer Code: 1333P

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

Land: *(title, mortgage, charge or lease)*

The areas marked E-1, E-2, E-3, E-4 and E-5 on the plan attached hereto and being part of the land described in Certificate of Title Volume 10914 Folio 071

Caveator: *(full name and address)*

SPI Electricity Pty Ltd (ACN. 064 651 118) of Level 31, 2 Southbank Boulevard, Southbank, Victoria 3006

Estate or Interest claimed:

An interest as Lessee.

Grounds of claim:

Pursuant to a Lease for 20 years from 28<sup>th</sup> August 1996 and a Variation of Lease dated 4<sup>th</sup> April 2011 between the Caveator (previously known as Eastern Energy Limited ACN 064 651 118) and Monash University of Wellington Road, Clayton, Victoria 3168

Extent of prohibition: *(if not ABSOLUTELY delete and insert desired text)*

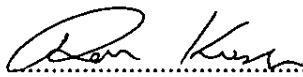
Any dealing affecting the interest of the caveator under the lease.

Address in Victoria for service of notice: *(include postcode)*

SPI Electricity Pty Ltd (ACN. 064 651 118) of Level 31, 2 Southbank Boulevard, Southbank, Victoria. 3006

Dated 5 April 2011

Signature of caveator



Executed for SPI Electricity Pty Ltd (ACN 064 651 118) by its  
Authorised Representative Ron Knox.

Or

Signature of agent being an Australian Legal  
Practitioner (within the meaning of the *Legal  
Profession Act 2004*)

Approval No. 1727077A

STAMP DUTY USE ONLY

C



AH900047X

15/04/2011 \$74.40 89

P  
The  
col  
and is used for the purpose of  
maintaining publicly searchable  
registers and indexes in the Victorian  
Land Registry.

C  
ce

AH900047X

15/04/2011 \$74.40 89



THE SERVIENT TITLE VOL. 10914 FOL. 071  
IS SHOWN ENCLOSED BY CONTINUOUS THICK LIN.

LAST PLAN REF : PC 367992T

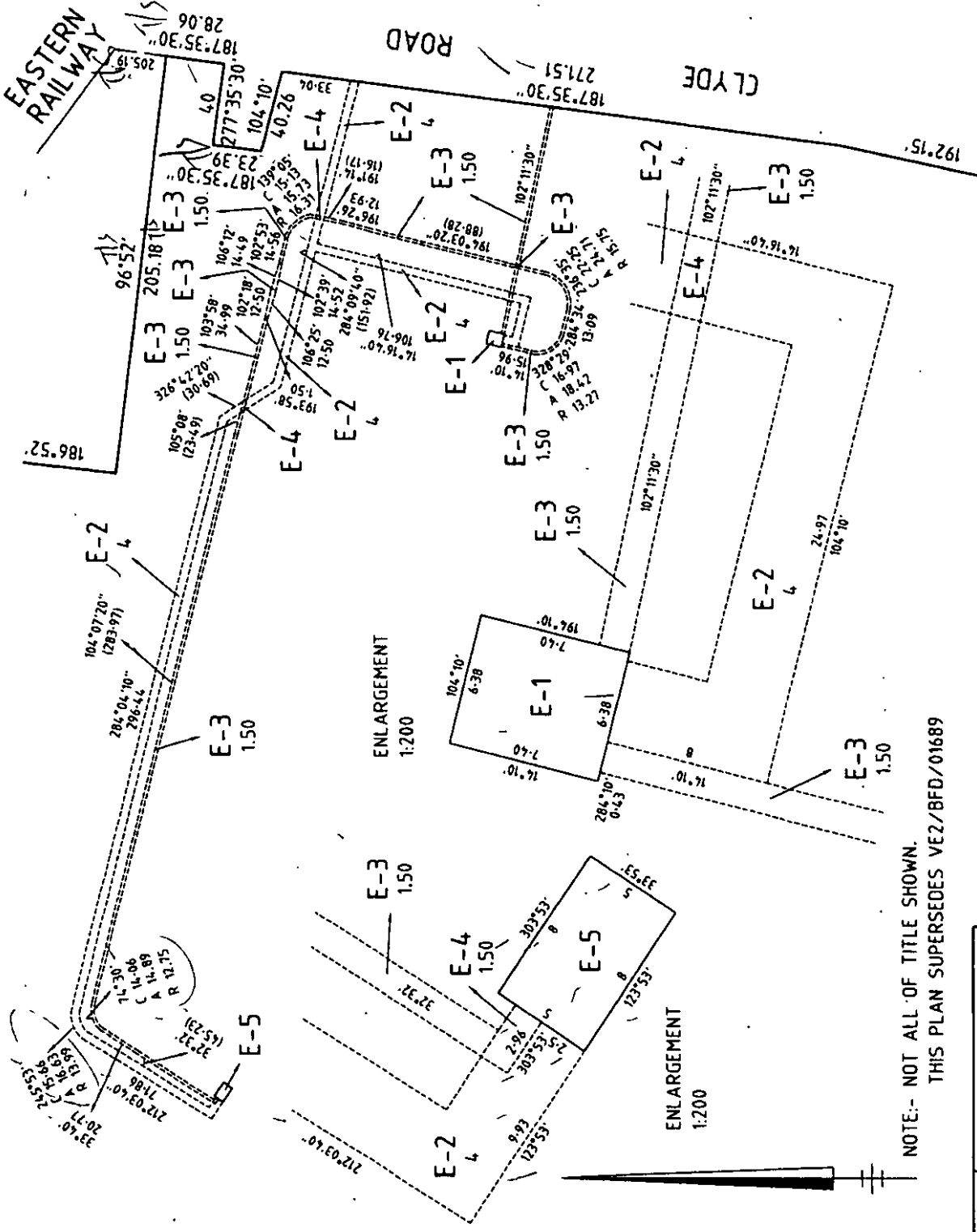
PLAN FOR CREATION OF  
LEASE AND EASEMENTS

PARISH BERWICK  
SECTION -  
CROWN ALLOTMENT 19G

SCALE  
20 0 20 40 60 80  
LENGTHS ARE IN METRES  
ORIGINAL SCALE  
SHEET SIZE  
1:2000 A3

OFFICE USE ONLY

VICTORIA



SPI ELECTRICITY PTY LTD  
SP AUSNET DESIGN (LILLYDALE)

SUBSTATION : UNIVERSITY BWK CRAB SUB NUMBER : 2105-4483  
SUBSTATION : UNIVERSITY SCHOOL RD SUB NUMBER : 2105-5973

LEASE & EASEMENTS FOR SUBSTATION SITES

MONASH UNIVERSITY  
CLYDE ROAD, BERWICK

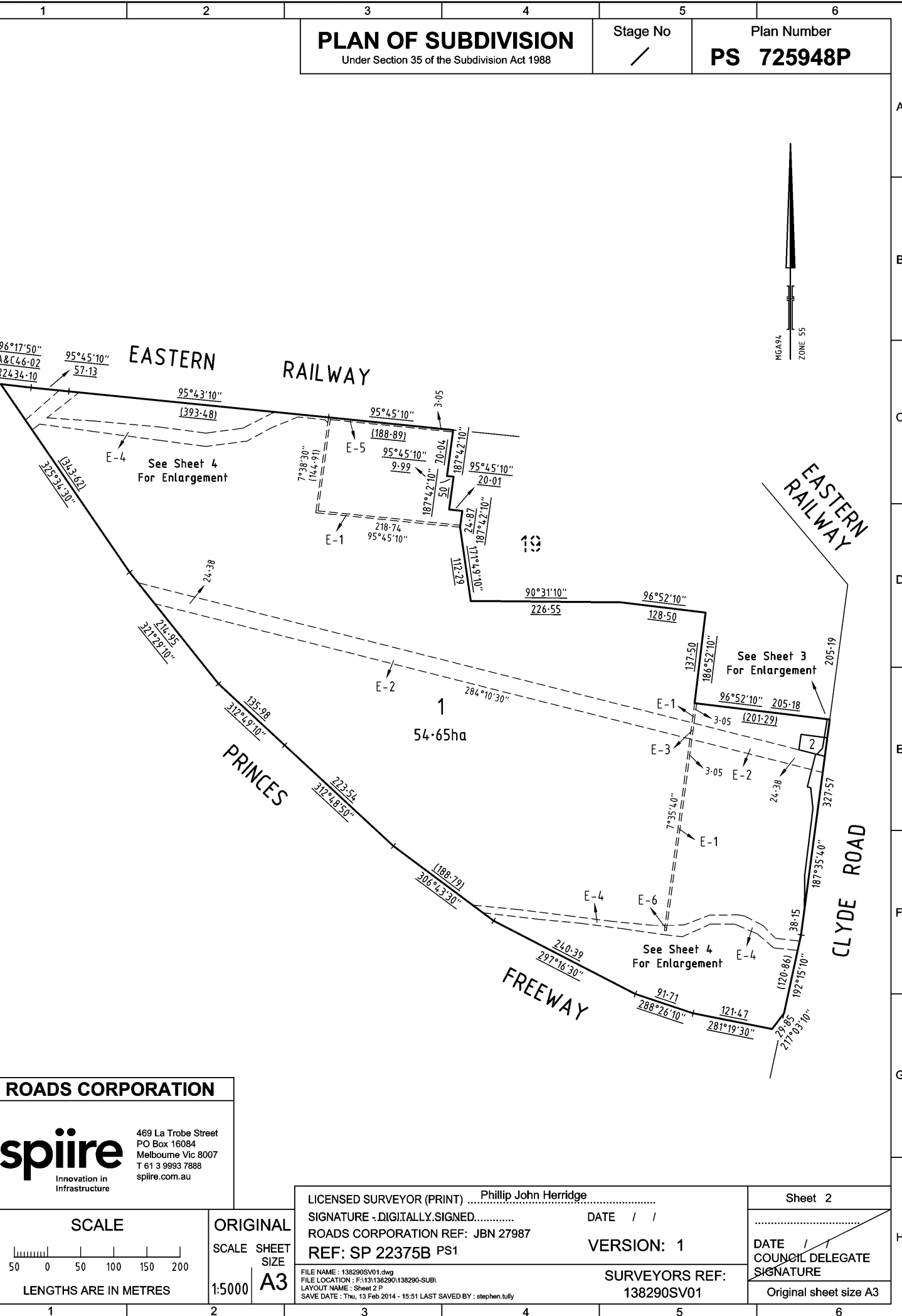
ORG. No. VE2L/74211241/1A

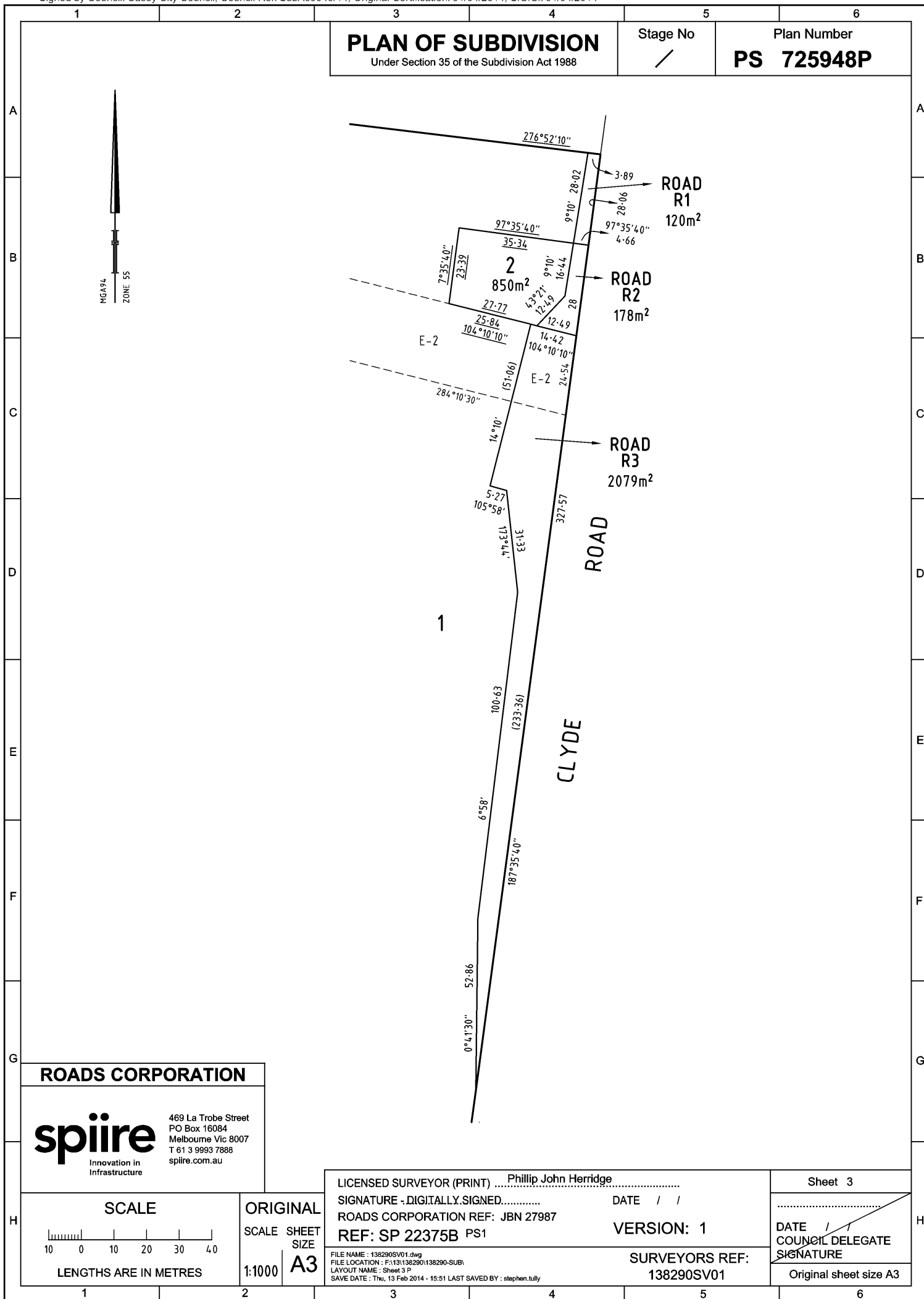
REV. A DETAILS:- OBJECTIVE FIRST ISSUE

MELWAY REF	111 810
FIELD BOOK	L/DL 127/37
LEASE NUMBER	X7733
PROJECT NUMBER	74211241
SURVEY NUMBER	10100027
DRAWN	D. HILLARD 4/6/10
CHECKED	G.A. FITCHER 15/6/10
SURVEY	D. HILLARD 25/2/10
for MANAGER	SHANE CARR 17/6/10

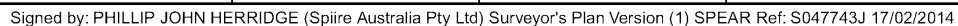
Signed by Council: Casey City Council, Council Ref: SubA00040/14, Original Certification: 01/04/2014, S.O.C.: 01/04/2014

<b>PLAN OF SUBDIVISION</b> Under Section 35 of the Subdivision Act 1988				Stage No. /	LRS use only <b>EDITION 1</b>	Plan Number <b>PS 725948P</b>													
<b>Location of Land</b> Parish: <b>BERWICK</b> Township: — Section: — Crown Portion: — Crown Allotment: <b>19G &amp; CROWN SECTION 19 (PART)</b> Title References: VOL 10914 FOL 071 VOL 9210 FOL 839 Last Plan Reference: PC 367992T TP 572789T Postal Address: 74-76 CLYDE ROAD, (At time of subdivision) <b>BERWICK, VIC. 3806</b> MGA Co-ordinates E 353 850 (Of approx. centre of plan) N 5788 530 Zone 55				<b>Council Certification and Endorsement</b> Council Name: CITY OF CASEY Ref: A. This is a plan under Section 35 of the Subdivision Act 1988 which does not create any additional lots. B. This plan is exempt from Part 3 of the Subdivision Act 1988. C. This is a plan under Section 35 of the Subdivision Act 1988 which creates (an) additional lot(s). D. It is certified under section 6 of the Subdivision Act 1988. E. It is certified under section 11(7) of the Subdivision Act 1988. F. Date of original certification under section 6 / / . G. This is a statement of compliance under section 21 of the Subdivision Act 1988. Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council delegate Council seal Date / /															
<b>Vesting of Roads or Reserves</b> Roads and reserves vest in the council/body/person named when the appropriate vesting date is recorded or transfer registered. Only roads and reserves marked thus (%) vest upon registration of this plan.																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Identifier</th> <th style="width: 50%;">Council/Body/Person</th> </tr> <tr> <td>ROAD R1</td> <td>ROADS CORPORATION</td> </tr> <tr> <td>ROAD R2</td> <td>ROADS CORPORATION</td> </tr> <tr> <td>ROAD R3</td> <td>ROADS CORPORATION</td> </tr> </table>		Identifier	Council/Body/Person				ROAD R1	ROADS CORPORATION	ROAD R2	ROADS CORPORATION	ROAD R3	ROADS CORPORATION	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Identifier</th> <th style="width: 50%;">Council/Body/Person</th> </tr> <tr> <td>ROAD R1</td> <td>ROADS CORPORATION</td> </tr> <tr> <td>ROAD R2</td> <td>ROADS CORPORATION</td> </tr> <tr> <td>ROAD R3</td> <td>ROADS CORPORATION</td> </tr> </table>		Identifier	Council/Body/Person	ROAD R1	ROADS CORPORATION	ROAD R2
Identifier	Council/Body/Person																		
ROAD R1	ROADS CORPORATION																		
ROAD R2	ROADS CORPORATION																		
ROAD R3	ROADS CORPORATION																		
Identifier	Council/Body/Person																		
ROAD R1	ROADS CORPORATION																		
ROAD R2	ROADS CORPORATION																		
ROAD R3	ROADS CORPORATION																		
<b>Notations</b> Depth Limitation: 15 metres applies to C.A. 19G Staging: This is not a staged subdivision Planning permit No. —																			
Land to be acquired by agreement: NIL Land acquired by compulsory process: <b>ROADS R1 TO R3</b> All the land is to be acquired free from all encumbrances other than any easement specified on this plan AREAS OF LOTS 1 & 2 HAVE BEEN OBTAINED BY DEDUCTION FROM TITLE																			
<b>Vesting Dates &amp; Transfer Registration Dates of Acquired Land</b>																			
Land affected	Land acquired by compulsory process				Land acquired by agreement	LRS reference	Assistant Registrar of title signature												
	Vesting date	Government Gazette		Date of recording of Vesting date	Date of registration of Transfer														
		Page	Year																
R1, R2 & R3	19/9/2011	6 (S295)	2011	—	—	—	D.P.												
<b>Easement Information</b>						<b>LRS use only</b> Statement of compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date: 15/05/2014													
<b>Legend:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) Easements marked (-) are existing easements. Easements marked (+) are created upon registration of this plan. Easements marked (*) are created when the appropriate vesting date is recorded or transfer registered. Easements marked (#) are removed when the appropriate vesting date is recorded or transfer registered.						<b>LRS use only</b> PLAN REGISTERED TIME 8:20 AM Date: 27/05/2014 D. Popec Assistant Registrar of Titles.													
Symbol	Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of														
—	E-1	DRAINAGE	3.05	LP 91169	LOTS ON LP 91169														
—	E-2	PIPELINE	SEE DIAG	C/E D722474	VICTORIAN PIPELINES COMMISSION														
—	E-3	DRAINAGE	SEE DIAG	LP 91169	LOTS ON LP 91169														
—	E-4	PIPELINE	SEE DIAG	C/E D722474	VICTORIAN PIPELINES COMMISSION														
—	E-5	DRAINAGE	SEE DIAG	C/G VOL 10269 FOL 426	SEE C/G VOL 10269 FOL 426														
—	E-6	SEWERAGE	3.05	C/G VOL 10269 FOL 426	SEE C/G VOL 10269 FOL 426														
*	R1, R2 & R3	DRAINAGE	SEE DIAG	LP 91169	LOTS ON LP 91169														
*	R1, R2 & R3	WAY	SEE DIAG	C/G VOL 10269 FOL 426	SEE C/G VOL 10269 FOL 426														
<b>ROADS CORPORATION</b>		LICENSED SURVEYOR (PRINT) <u>Phillip John Herridge</u> SIGNATURE - DIGITALLY SIGNED ..... DATE / / ROADS CORPORATION REF: JBN 27987 REF: SP 22375B PS1 FILE NAME: 138290SV01.dwg FILE LOCATION: F:\131\138290\138290-SUB\1 LAYOUT NAME: Sheet 1 SAVE DATE: Thu, 13 Feb 2014 - 16:22 LAST SAVED BY: stephen.tully				VERSION: 1 SURVEYORS REF: 138290SV01													
469 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au		Sheet 1 of 4 Sheets DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3																	











**Plan Pursuant to Section 35 PS725948P**  
**Certification and Statement of Compliance of**  
**Acquisition Plans (Form 4)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S047743J

Plan Number: PS725948P

Responsible Authority Name: Casey City Council

Responsible Authority Reference Number 1: SubA00040/14

Surveyor's Plan Version: 1

This is a plan under section 35 of the **Subdivision Act 1988** which does not create any additional lots.

**Certification**

This plan is certified under section 6 of the Subdivision Act 1988

**Statement of Compliance**

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Digitally signed by Council Delegate: Belinda Sprake

Organisation: Casey City Council

Date: 01/04/2014

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# HISTORICAL SEARCH STATEMENT Land Victoria

Produced 31/05/2016 04:56 PM

Volume 10903 Folio 940  
Folio Creation: Created as a computer folio  
Parent title Volume 10452 Folio 212

## RECORD OF ALTS DEALINGS

Date Lodged for Registration	Date Recorded on Register	Dealing	Imaged	Dealing Type and Details
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## RECORD OF VOTS DEALINGS

Date Lodged for Registration	Date Recorded on Register	Dealing	Imaged
---------------------------------	------------------------------	---------	--------

14/11/2005	14/11/2005	AD996912X	Y
------------	------------	-----------	---

TRANSFER OF LAND BY ENDORSEMENT  
FROM:  
MELBOURNE WATER CORPORATION  
TO:  
MONASH UNIVERSITY

RESULTING PROPRIETORSHIP:  
Estate Fee Simple  
Sole Proprietor

MONASH UNIVERSITY of WELLINGTON ROAD CLAYTON 3168  
AD996912X 14/11/2005

14/11/2005	30/11/2005	PC367992T	Y
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Cancelled by PC367992T

STATEMENT END

Volume 10903 Folio 940

124015611805A  
Produced 05/10/2005 04:26 pm

LAND DESCRIPTION

-----

Lot 1 on Plan of Subdivision 532099K.  
PARENT TITLE Volume 10452 Folio 212  
Created by instrument PS532099K 05/10/2005

REGISTERED PROPRIETOR

-----

Estate Fee Simple  
Sole Proprietor  
MELBOURNE WATER CORPORATION  
PS532099K 05/10/2005

ENCUMBRANCES, CAVEATS AND NOTICES

-----

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

DIAGRAM LOCATION

-----

SEE PS532099K FOR FURTHER DETAILS AND BOUNDARIES

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HISTORICAL SEARCH STATEMENT                      Land Victoria

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Produced 31/05/2016 05:00 PM

Volume 10452 Folio 212  
Folio Creation: Created as a computer folio  
Parent title    Volume 10269 Folio 426

### RECORD OF ALTS DEALINGS

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Date Lodged for Registration	Date Recorded on Register	Dealing	Imaged	Dealing Type and Details
23/06/1999	23/06/1999	V979920L	Y	RECTIFICATION COFT FOR RESERVE 1 PRODUCED

### RECORD OF VOTS DEALINGS

-----

Date Lodged for Registration	Date Recorded on Register	Dealing	Imaged
30/09/2005	05/10/2005	PS532099K	Y

PLAN OF SUBDIVISION, SUBDIVISION ACT 1988  
Cancelled by PS532099K

STATEMENT END

Volume 10452 Folio 212

124015611796K  
Produced 05/10/2005 04:25 pm

### LAND DESCRIPTION

-----

Reserve 1 on Plan of Subdivision 407463Q.  
PARENT TITLE Volume 10269 Folio 426  
Created by instrument PS407463Q 16/06/1998

REGISTERED PROPRIETOR

-----

Estate Fee Simple  
Sole Proprietor  
MELBOURNE WATER CORPORATION  
PS407463Q 16/06/1998

ENCUMBRANCES, CAVEATS AND NOTICES

-----

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

DIAGRAM LOCATION

-----

SEE PS407463Q FOR FURTHER DETAILS AND BOUNDARIES

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HISTORICAL SEARCH STATEMENT                      Land Victoria

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Produced 31/05/2016 04:56 PM

Volume 10388 Folio 123  
Folio Creation: Created as a computer folio  
Parent title    Volume 10269 Folio 426

### RECORD OF ALTS DEALINGS

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Date Lodged for Registration	Date Recorded on Register	Dealing	Imaged	Dealing Type and Details
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### RECORD OF VOTS DEALINGS

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Date Lodged for Registration	Date Recorded on Register	Dealing	Imaged
---------------------------------	------------------------------	---------	--------

01/12/2004	01/12/2004	AD278339H	Y
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### RECTIFICATION MODIFY DEALING TYPE

CAVEAT as to part U816430S 11/06/1997  
Caveator  
Capacity  
Lodged by  
Notices to

01/12/2004	01/12/2004	AD278340Y	Y
------------	------------	-----------	---

### RECTIFICATION MODIFY CAVEAT

CAVEAT U816430S 11/06/1997

Caveator  
EASTERN ENERGY LIMITED  
Capacity SEE CAVEAT  
Lodged by  
MACPHERSON & KELLY  
Notices to

EASTERN ENERGY LIMITED of 452 FLINDERS STREET MELBOURNE VIC 3000

14/11/2005	30/11/2005	PC367992T	Y
------------	------------	-----------	---

Cancelled by PC367992T

STATEMENT END

Volume 10388 Folio 123

124012517117R  
Produced 01/12/2004 02:58 pm

LAND DESCRIPTION

-----  
Lot 2 on Plan of Subdivision 407463Q.  
PARENT TITLE Volume 10269 Folio 426  
Created by instrument PS407463Q 16/06/1998

REGISTERED PROPRIETOR

-----  
Estate Fee Simple  
Sole Proprietor  
MONASH UNIVERSITY of WELLINGTON ROAD CLAYTON 3168  
PS407463Q 16/06/1998

ENCUMBRANCES, CAVEATS AND NOTICES

-----  
CAVEAT U816430S 11/06/1997

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

DIAGRAM LOCATION

-----  
SEE PS407463Q FOR FURTHER DETAILS AND BOUNDARIES

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**Delivered at 31/05/2016, for Order Number 36969290. Your reference: 913.1.**

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HISTORICAL SEARCH STATEMENT                      Land Victoria

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Produced 31/05/2016 04:56 PM

Volume 10388 Folio 122  
Folio Creation: Created as a computer folio  
Parent title    Volume 10269 Folio 426

### RECORD OF ALTS DEALINGS

-----

Date Lodged for Registration	Date Recorded on Register	Dealing	Imaged	Dealing Type and Details
25/08/1998	21/09/1998	V605620H	Y	TRANSFER SOUTHERN HEALTH CARE NETWORK
20/10/2000	24/08/2001	X110611H	Y	DISPOSITION SOUTHERN HEALTH

### RECORD OF VOTS DEALINGS

-----

Date Lodged for Registration	Date Recorded on Register	Dealing	Imaged
16/08/2005	16/08/2005	AD814201E	Y

### TRANSFER OF LAND BY ENDORSEMENT

FROM:  
SOUTHERN HEALTH  
TO:  
MONASH UNIVERSITY

RESULTING PROPRIETORSHIP:  
Estate Fee Simple  
Sole Proprietor  
MONASH UNIVERSITY of WELLINGTON ROAD CLAYTON VIC 3168  
AD814201E 16/08/2005

14/11/2005	30/11/2005	PC367992T	Y
------------	------------	-----------	---

Cancelled by PC367992T

STATEMENT END

LAND DESCRIPTION

-----

Lot 1 on Plan of Subdivision 407463Q.  
PARENT TITLE Volume 10269 Folio 426  
Created by instrument PS407463Q 16/06/1998

REGISTERED PROPRIETOR

-----

Estate Fee Simple  
Sole Proprietor  
SOUTHERN HEALTH of 246 CLAYTON RD. CLAYTON 3168  
X110611H 20/10/2000

ENCUMBRANCES, CAVEATS AND NOTICES

-----

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

DIAGRAM LOCATION

-----

SEE PS407463Q FOR FURTHER DETAILS AND BOUNDARIES

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Delivered at 31/05/2016, for Order Number 36969290. Your reference: 913.1.**

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HISTORICAL SEARCH STATEMENT                      Land Victoria

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Produced 31/05/2016 05:00 PM

Volume 10269 Folio 426

Folio Creation: Created as paper folio continued as computer folio

### RECORD OF ALTS DEALINGS

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Date Lodged for Registration	Date Recorded on Register	Dealing	Imaged	Dealing Type and Details
16/06/1998	16/06/1998	PS407463Q	Y	Cancelled by PS407463Q

### RECORD OF VOTS DEALINGS

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Date Lodged for Registration	Date Recorded on Register	Dealing	Imaged
---------------------------------	------------------------------	---------	--------

STATEMENT END

**Delivered from the Landata ® System by SAI Global Property Division Pty Ltd  
Delivered at 31/05/2016, for Order Number 36969474. Your reference: 913.1.**



4200844C

**ORIGINAL**

**NOT TO BE TAKEN FROM THE OFFICE  
OF TITLES**



5204x

**CANCELLED**  
Entered in the Register Book.  
Vol. 10269 Fol. 426  
J. B. Broadley  
Assistant Registrar of Titles.

**Elizabeth the Second,**

by the Grace of God, QUEEN of Australia, and Her other Realms and Territories, Head of the Commonwealth.

To all to whom these presents shall come GREETING *Whereas* pursuant to the provisions of the Monash University Act 1958 of Our State of Victoria the grantee hereinafter named has duly become entitled to this Grant *Now know* ye that in pursuance of the said Act WE DO HEREBY GRANT unto **MONASH UNIVERSITY** (hereinafter called "the grantee") the surface and down to the depth of **FIFTEEN** metres below the surface of all that piece of land in the said State being Allotment **NINETEEN G** in the **PARISH OF BERWICK** and being the land shown enclosed by continuous lines in the map on the Annexed Sheet "A" and identified by that allotment number

**PROVIDED** that this Grant is made subject to -

(a) the reservation to Us Our heirs and successors of -

(i) any minerals within the meaning of the *Mineral Resources Development Act* 1990 and petroleum within the meaning of the *Petroleum Act* 1958 (hereinafter called "the reserved minerals");

(ii) rights of access for the purpose of searching for and obtaining the reserved minerals in any part of the said land;

(iii) rights for access and for pipe-lines works and other purposes necessary for obtaining and conveying on and from the said land any of the reserved minerals which is obtained in any part of the said land;

(b) the right to resume the said land for mining purposes pursuant to section 205 of the *Land Act* 1958;

(c) the right of any person being a licensee under the *Mineral Resources Development Act* 1990 or any corresponding previous enactment to enter on the said land and to do work within the meaning of that Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those under which such a person has now the right to do such work in and upon Crown lands provided that compensation as prescribed by Part 8 of that Act is paid for surface damage to be done to the said land by reason of doing such work on it.

(d) as to the land marked E-1 E-3 and E-5 -the drainage easement existing by virtue of Section 98 of the Transfer of Land Act as applied to Plan of Subdivision 91169 registered in the Land Titles Office.

(e) as to the land marked E-2 and E-3 -the easement existing in favour of the Victorian Pipelines Commission by Creation of Easement D722474 registered in the Land Titles Office.

(f) the rights set out on the Annexed Sheet "A".

*To Hold* unto the grantee in fee simple.

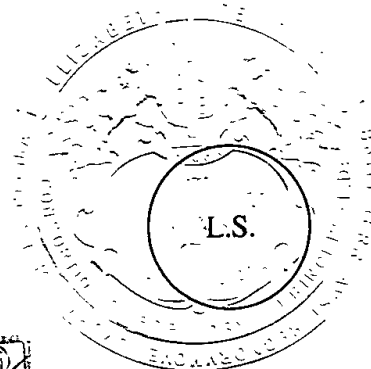
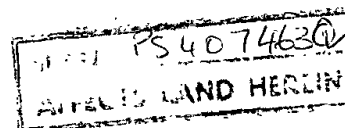
*Dated* the twenty-sixth day of February One thousand nine hundred and ninety-six being the date on which the grantee became entitled to this Grant.

*The* Governor in Council has caused this Grant to be sealed at Melbourne with the Seal of Victoria which was affixed in the presence of the Clerk of the Executive Council.



T10269-426-1-0

NOTES- The area bearings and measurements are approximately given in this plan.  
The measurements are in metres and the area is in square metres



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Vol.10269 Fol.426

**CAVEAT**

CAVEATOR: EASTERN ENERGY LIMITED

CAPACITY: SEE CAVEAT

LODGED BY: MACPHERSON & KELLEY

NOTICE TO: EASTERN ENERGY LIMITED

452 FLINDERS ST. MELBOURNE 3000

NO: U816430S.

DATE: 11/6/97

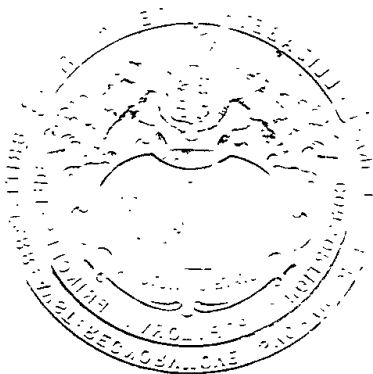
LAND DESCRIPTION: SEE PLAN WITH CAVEAT



Caveat transferred to new C/T

**CANCELLED**

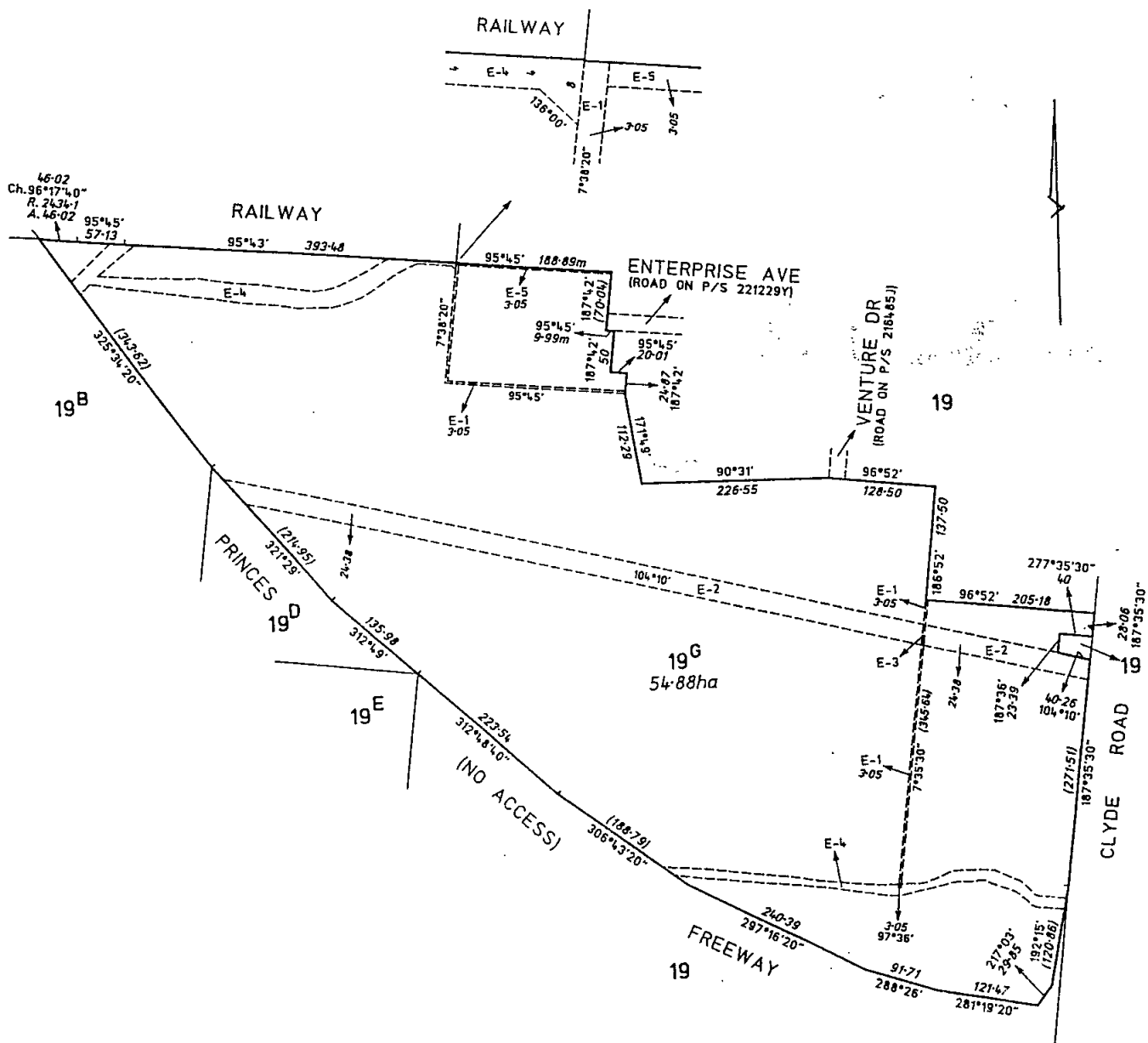
NO. P5407463P



# This is the Annexed Sheet "A" referred to in the attached Crown Grant for land in the Parish of Berwick.

- (g) the right of the Municipal or other Authority or body for the time being concerned with the control and management of public or municipal watercourses or drains in the vicinity of the land hereby granted and its officers agents servants contractors and workmen to cut make and construct and from time to time use maintain repair cleanse and enlarge a drain for the purpose of conveying surface and other waters from any adjoining or adjacent land upon over under and along that portion of the land hereby granted shown marked E-4 in the said map.
- (h) the full and free right and liberty of any authority or authorities of Our said State empowered or authorised to make manage or maintain any sewer or sewers and its or their agents officers workmen servants and contractors at all times hereafter to make cut construct maintain and repair as such authority or authorities may deem necessary or desirable all drains sewers and other like works upon over along or under that portion of the land hereby granted shown marked E-5 in the said map.

Note.- The area bearings and measurements are approximately given in this plan. The measurements are in metres and the area is in hectares.



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Vol. 10269 of 426

*J. Broadley*

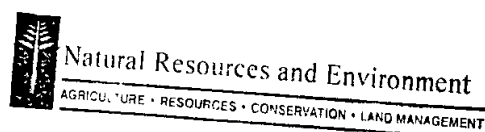
Assistant Registrar of Titles



T10269-426-2-8

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BLANK**



## **Appendix C**

### **Site History Documentation**





# EPA Priority Sites Register Extract



**Client:** Peter J Ramsay and Associates  
10 222 Kings Way  
South Melbourne 3205

Client Ref: 913.1  
Certificate No: 36976906:60522930

## Property Inquiry Details:

Street Address: 76 Clyde Road  
Suburb: BERWICK  
Map Reference: Melways Edition 39, Map No:111, Grid Letter: B, Grid Number: 9

**Date of Search:** 01/06/2016

## Priority Sites Register Report:

A search of the Priority Sites Register **for the above map reference**, has indicated that this **site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register** at the date last notified by the EPA.

## Important Information about the Priority Sites Register:

You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites that are known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA information bulletin: Priority Sites Register (EPA Publication 735, December 2000). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

EPA Information Centre  
200 Victoria Street, Carlton 3053  
Tel: (03) 9695 2722 Fax: (03) 9695 2610

The information contained in this Extract of the Priority Sites Register may not be used for resale or for the preparation of mailing lists or for direct marketing. Any contravention of this notice will result in immediate revocation of access (including future access) to information contained on the Priority Sites Register.

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The information contained in this document has been sourced from the Environment Protection Authority who provides the Priority Sites Register information based only on the map reference entered when ordering this extract. Please ensure that you have used the correct edition of the directory and have entered the map reference correctly. SAI Global Property Division Pty Ltd does not warrant the accuracy or completeness of information provided by the EPA and therefore expressly disclaim liability arising from the use of this information.





## ROYAL HISTORICAL SOCIETY OF VICTORIA INC.

239 A'Beckett Street, Melbourne 3000

**Date:** 6 June 2016

**Attention:** Ross Damiani

**Company:** Peter J Ramsay and Associates

**From:** Gerardine Horgan (Administrative Officer)

**SITE SEARCH: 76, 76T, 77T and 100 Clyde Road AND 120 Enterprise Avenue, Berwick, 3806**

120 Enterprise Avenue is on the south side, at the end of the road and encompasses The Monash University (Berwick Campus) and Nossal High School. It is bounded by the Pakenham Railway line to the north, Clyde Road to the east, and the Monash Freeway to the south and west. 76 Clyde Road is currently the site of a Medical Centre. 100 Clyde Road is the site of the Monash University (Berwick Campus).

Berwick is not listed in the Sands and McDougall Directory of Victoria.

Prior to 1906, the site was known as Melville Park. It had been owned by Captain John Gardiner, and was used as a stud, and for cropping.

'Edrington' was built in 1906 for the West Australian pastoralist Samuel McKay. Andrew Chirnside purchased the property in 1910, and renamed the property 'Edrington'. It comprised over 1000 acres. The property passed to Maie Casey, and Rupert Ryan in 1934.

In 1938 the site was the location for Casey Airfield. The airfield was established by Colonel Rupert Ryan, who owned the 'Edrington' property with his sister, Lady Casey. Lady Maie Casey was an Australian pioneer aviator. Lord Casey (Governor General of Australia and member of House of Representatives) used the airfield to fly his Perceval Gull monoplane to Canberra.

From 1948 – 1960s the airfield was also used by the Victorian Motorless Flight Group for gliding.

The airfield continued to operate until it was closed in 1994, when it was announced that the Berwick Campus of the Monash University was to be built on the site. Construction of the university commenced in 1996. When the airfield was established, Berwick was a small country town. It is now a thriving outer suburb of south east Melbourne.

*Research by Glenda Beckley*



## ROYAL HISTORICAL SOCIETY OF VICTORIA INC.

239 A'Beckett Street, Melbourne 3000

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## Ross Damiani

---

**From:** graeme anthony dodson <tonydod@bigpond.com>  
**Sent:** Saturday, 25 June 2016 1:40 PM  
**To:** Ross Damiani  
**Subject:** Emailing: Untitled-Scanned-02.jpg  
**Attachments:** Untitled-Scanned-02.jpg; Untitled-Scanned-02.jpg

Sorry to be so long replying but I was hoping to get more details. If they are forthcoming I will send them. I have attached pages from Early Days of Berwick written in 1942 by a Berwick historian - Norman Beaumont. I think probably the land in question passed directly from the Buchanans to whoever owned Casey Airport. A man named Hatfield had much to do with the airport. One of the Buchanans was a member of Parliament. I do not have access to the rate books. They are held at Narre Warren library.

Regards

Audrey J. Dodson (Hon. Sec. Berwick Pakenham Historical Soc.)

Your message is ready to be sent with the following file or link attachments:

Untitled-Scanned-02.jpg

No

te: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

## THE FOUNDATION IS LAID

### ORIGINAL SETTLERS

Passing on towards Berwick there was very little habitation but where Narre Warren now is there was an early settler, Mr. Thos. Walton, Cr. A. Robinson's maternal grandfather. Mr. Walton owned the property now owned by Mr. John Lloyd. Mr. Walton arrived in Australia in 1844 and took up the Narre Warren property about the year 1855, but he later left the district and in 1868 bought the lease of 1500 acres on the Tarago where the remains of his old dwelling still remain. He described this as the Tarween Run, between the Bunyip River and Shady Creek, and for which he paid £45 but related that it was not worth 45 pence. At Narre Warren, also in Mr. Walton's time, there was the old Mornington Hotel kept by Mr. J. Gardiner on the corner of the Highway and North Narre Warren Roads. It was later kept by Mr. John Payne but eventually was dismantled by the late Mr. Webb who afterwards owned the property for many years. The site of the old hotel is marked by the present Narre Warren Fallen Soldiers' Memorial Arch.

The hawthorn hedge fronting Mr. John Lloyd's property was planted by Mr. Walton from haws sent over from Van Diemen's Land.

So we pass on to Berwick, heavily timbered, black volcanic hill country. There is a conflict of evidence as to who was the first settler here in our own district. Mr. H. H. Peck, in his "Memoirs of a Stockman," writes on the authority of Mr. T. Patterson, who was born in the district in the 50's on his father's station, "Barnibyrnong," and who died at the age of 95 years, that Terence O'Connor, who took up the Cardinia Creek lease in 1838, was undoubtedly the first district resident squatter. This is also supported by Alexander Sutherland, M.A., in "Victoria and Its Metropolis," published in 1888, wherein he writes: The first man who had crossed the Dandenong Creek from Melbourne had been John Highett who seems, in 1836, to have taken his stock to the neighbourhood of the site of the present Frankston. He was closely followed by Terence O'Connor who settled on the land about where Berwick now is. Terence O'Connor's run included the present township of Berwick, one of the most picturesque in the State. He sold to Captain Gardiner whose brother, Abraham

Gardiner, lived on the run until the leases were subdivided and sold when the Buchanan brothers and Wilson brothers bought some of the best of it.

In this latter connection it is recorded without doubt from District Road Board records in the first Minute Book, that on Wednesday, 18th January, 1854, at Captain Gardiner's sale held at Dunbar's Hotel, Dandenong, the land on which the Buchanan and Wilson families settled, was sold by auction by Messrs. P. Davis and Co., auctioneers, the surveyor being Mr. Alfred Sikes. Two other purchasers at the same sale were Messrs. Brisbane and Rumph. The Government sale was in 1853 when the Wilsons bought the property in the vicinity of Hallam. My grandmother, Miss Anne Wilson at that time, the eldest sister of the brothers William and James Wilson, accompanied them to the district and later kept house for them. When first they came they lived in tents pitched on a spot between the Water Hole below the Berwick bluestone quarry and the Quarry Hills House, which is now the oldest home in Berwick.

The other version as to the first settler in Berwick is taken from the late Mr. G. W. Robinson's writings. He states: "The first man to settle in Berwick was Captain Gardiner, who had a cattle run on Crown Lands about 1837." He afterwards purchased land from the Crown and had a house on the property, now known as Edrington, the home of the late Colonel Ryan, M.H.R., and the Right Hon. and Mrs. R. G. Casey. A very early resident, the late Mrs. Euphemia Wilson, writes that Captain Gardiner held the lease from the Crown, and when the land was resumed, he had the right to take up this block on a presumptive right at 20/- an acre. He also purchased three or four miles round the township which he bought direct from the Crown, and all the old Parish Plans show his name past Narre Warren Railway Township. However, Mr. G. W. Robinson also writes that the first land of which anything is known was cultivated by Mr. Terence O'Conner near the Cardinia Creek, near where the Berwick Shire Pound now is. He grew barley and carted it to Melbourne, probably about 1838-1840.

Notes taken from Victoria and its metropolis, and from notes compiled by Dr. Arthur South, whose father landed in Melbourne in 1835 and kindly supplied at the request of Mr. R. H. Hughes, of Beaconsfield Upper.

In 1836 Captain Gardiner had visited the Port Phillip settlement with Gellibrand from Tasmania and this inspection impressed him of the district's possibilities. He held leases in New South Wales, and as some of the squatters of New South Wales, after having had a series of good seasons, were beginning to experience the miseries of drought, Captain Gardiner decided to overland his cattle to a more favoured area. He joined with Captain Hepburn and Joseph Hawdon, an experienced cattle breeder from Durham.



County of Mornington



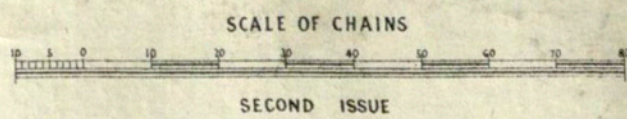
Plan of Portions  
marked in the Parish of  
Barnham, in the County of  
Mornington



# BERWICK

COUNTY OF  
MORNINGTON

L. 5959



N A R R E E W O R R A N

C E M B R O O K

P A K E N H A M





129

# BERWICK

COUNTY OF

## MORNINGTON

NARREE WORRAN

129

CEMBROOK

PAKENHAM

CRANBOURNE

By Authority:  
J. J. Gourley, Government Printer,  
Melbourne.

Drawn and Reproduced at the Dept. of Lands and Survey, Melbourne, Victoria.

Price 2/-

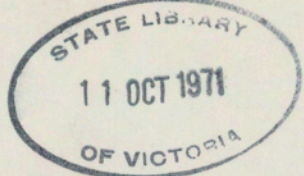
820 BJE  
1837  
BERWICK  
1946

30328110167300

129



BERWICK  
VICTORIA

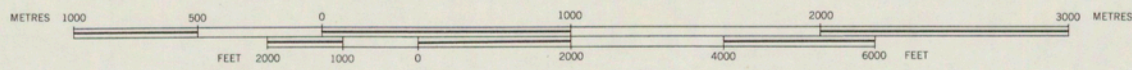


Prepared under direction of the Surveyor-General by the Department of Crown Lands and Survey. Compiled in 1970 from basic information supplied by the Melbourne and Metropolitan Board of Works and January 1970 aerial photography

Copies of this map are available at the Central Plan Office, Department of Crown Lands and Survey, 2 Treasury Place, Melbourne, 3002.

THIS SERIES OF MAPS IS DESIGNED AS A COMMON BASE FOR GRAPHICALLY RECORDING ALL DATA

Scale 1:25000



AUSTRALIAN MAP GRID ZONE 55

GRID TICKS SHOW 1000 METRE INTERVALS

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INDEX TO ADJOINING SHEETS			
CLACK 7920-III-NW	CLACK 7920-III-NE	CLACK 7921-I-NW	CLACK 7921-I-NE
CLACK 7920-III-NW	CLACK 7920-III-NE	CLACK 7921-I-NW	CLACK 7921-I-NE
CLACK 7920-III-NW	CLACK 7920-III-NE	CLACK 7921-I-NW	CLACK 7921-I-NE

RINGWOOD  
7922

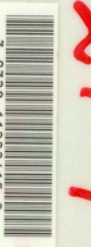
WESTERNPORT  
7921

BERWICK  
VICTORIA









7921-1-4  
-1

MAPS VP 820  
BR 1970-837  
Sheet 7921-1-4  
and 7921-1-1



Photomaps prepared by the Division of Survey and Mapping from aerial photographs taken in 1975. Copies of this photomaps may be ordered from the Sale of Plans Section, Department of Crown Lands and Survey, 35 Spring Street, Melbourne, 3000.

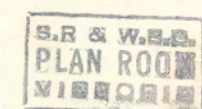
INDEX TO ADJOINING SHEETS			
GARDENHURST 7920-2-2	LYTTONFIELD 7920-2-1	CARONNA CREEK 7920-2-2	OSWELL 8020-3-3
CHESEA 7921-4-4 AND REYNOLDSBUSH 7921-4-1	BERWICK 7921-1-4 AND PAKENHAM 7921-1-1	MARNA-GOON 8021-4-4	
FRANKSTON 7921-4-3 AND BAYVIEW 7921-4-2	DEVON WEDGEM 7921-3-3 AND TOORAKIN 7921-2-2	BAVILS 8021-4-3	

APPROXIMATE SCALE 1:25 000



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PHOTOMAP  
1:25000 SERIES  
SHEET 7921-1-4 AND SHEET 7921-1-1  
BERWICK AND PAKENHAM

















2 June, 2016

To: Mr. Ross Damiani  
Peter J Ramsay & Associates Pty Ltd

Ph: 9690 0522

## SEARCH FOR CATHODIC PROTECTION DEVICES

With reference to your email of 31/05/2016, a search of the CP database has failed to identify any cathodic protection systems that have been registered at the following locations:

- 100 Clyde Road, Berwick; and
- 120 Enterprise Avenue, Berwick, Victoria, 3806.

Yours sincerely



Peter Wade

## MANAGER ELECTROLYSIS MITIGATION

### Disclaimer

*Energy Safe Victoria provides this information in good faith, but cannot guarantee the accuracy or validate the information provided. The Cathodic Protection (CP) database is a register of currently operating Cathodic Protection systems in Victoria and was established in 1970. The CP database is administered under the Electricity Safety Act 1998 and the Electricity Safety (Cathodic Protection) Regulations 2009.*

*Some underground fuel tanks may not be listed in the CP database including: if the tank is not metallic (therefore not requiring CP); the tank is metallic but CP was not installed; the CP system was not registered, or the CP system has been de-commissioned.*

*If you believe underground tanks may be present and not shown on ESV's database you should conduct your own tests and investigations.*

**Reference: H16/00111**

8 June 2016

Ross Damiani  
Consultant  
Peter J Ramsay & Associates  
Level 10/222 Kings Way  
SOUTH MELBOURNE VIC 3205

Dear Mr Damiani

**Your Ref: Dangerous Goods Database Search  
76, 77, 100 Clyde Rd Berwick  
120 Enterprise Ave Berwick**

I refer to your email received on 6 June 2016, and confirm that we have searched our database records for the above address. I advise that WorkSafe Victoria has not found a record of Dangerous Goods Storage and Handling for the premises. A print out is attached.

For queries on this matter, please do not hesitate to contact the Licensing Branch on telephone 1300 852 562 or facsimile 1300 060 727.

**Yours sincerely**

A handwritten signature in blue ink, appearing to read "Rachael Griffin".

**Rachael Griffin  
Senior Licensing Officer  
WorkSafe Victoria**



ADDRESS SEARCH CRITERIA  
(Exact Address)

Action	Full Address
-	76 CLYDE ROAD, BERWICK 3806
-	+-----+-----+-----+
-	
-	
-	[ ]
-	
-	
-	

WARNING

No Licences are Registered at the  
1st Premise(s)

Search and Enquire

---

NO MATCHING PLACES FOUND FOR ADDRESS

Identify Victorian Street Address

Street Number: 10

Street Name: St. E

Street Type: RD ROAD

Street Suffix:

Postcode: 3000

**100 Clyde Rd Berwick - No Record**

## Search and Enquire

ADDRESS SEARCH CRITERIA  
(Email Address)

[illegible]

## WARNING

**120 Enterprise Ave Berwick – No Record**

## Search and Enquire

ADDRESS SEARCH CRITERIA  
(Exact Address)

Action	Full Address
--------	--------------

120 ENTERPRISE AVENUE, BERWICK 3806

## WARNING



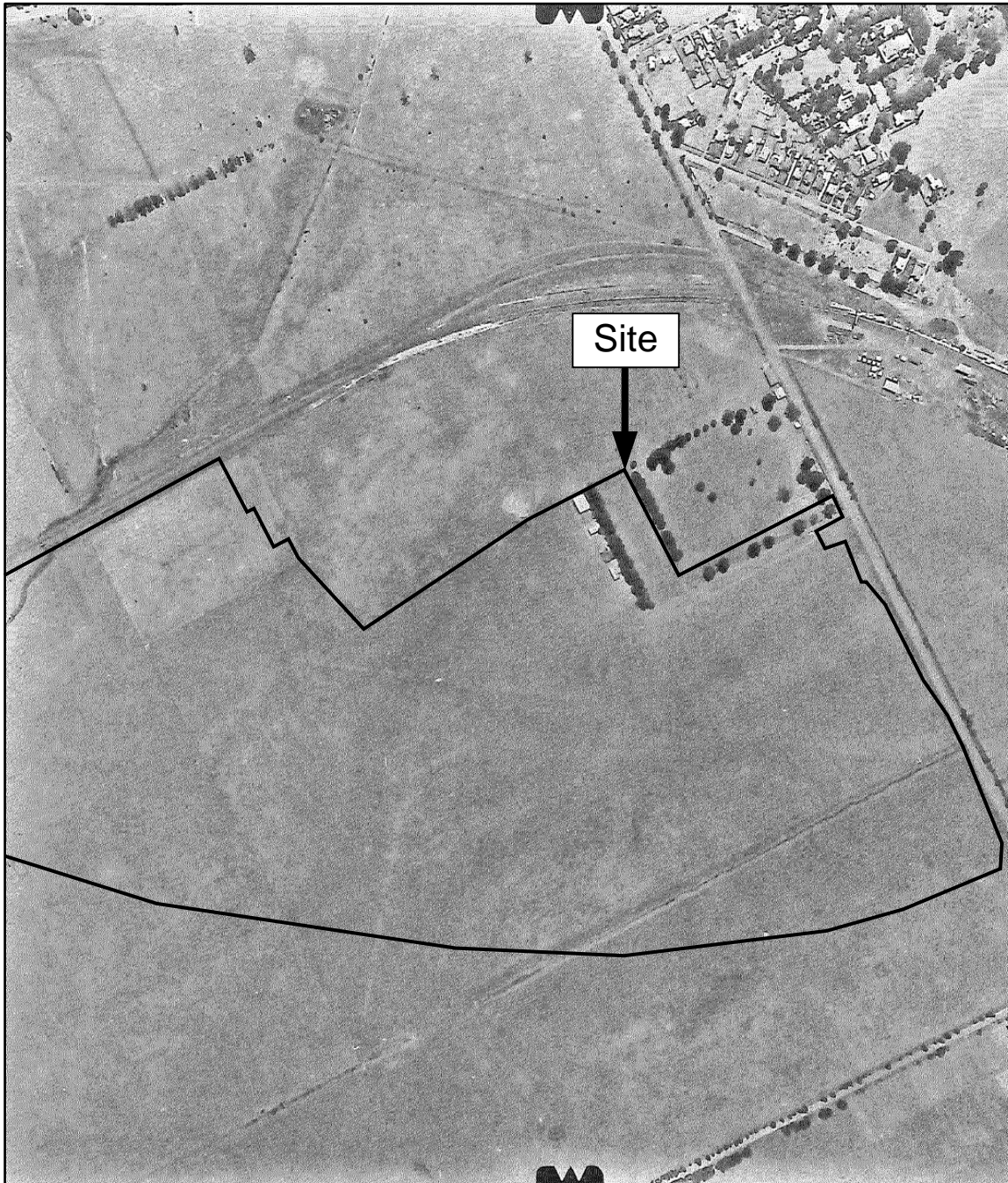




## **Appendix D**

### **Historic Aerial Photographs**

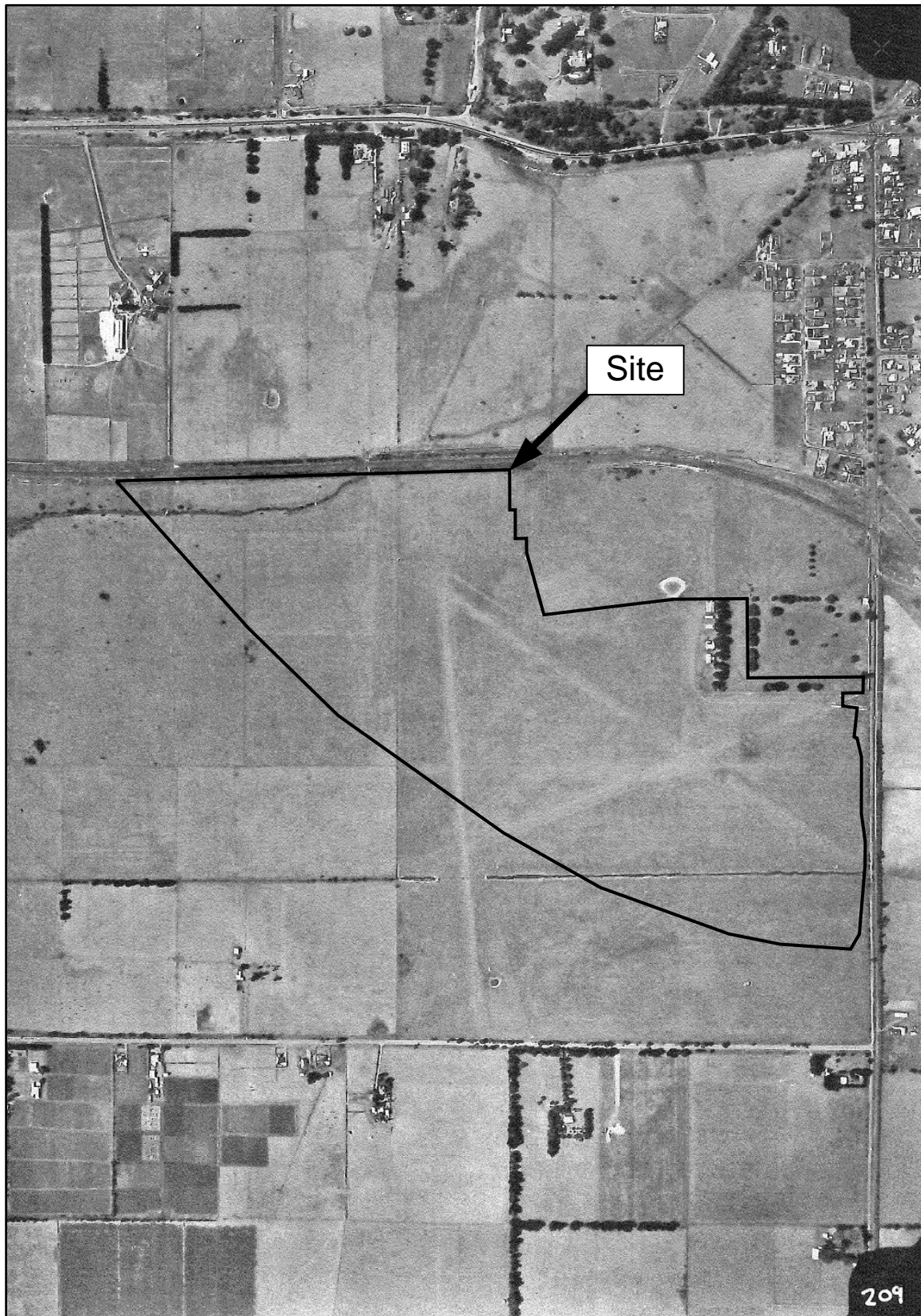








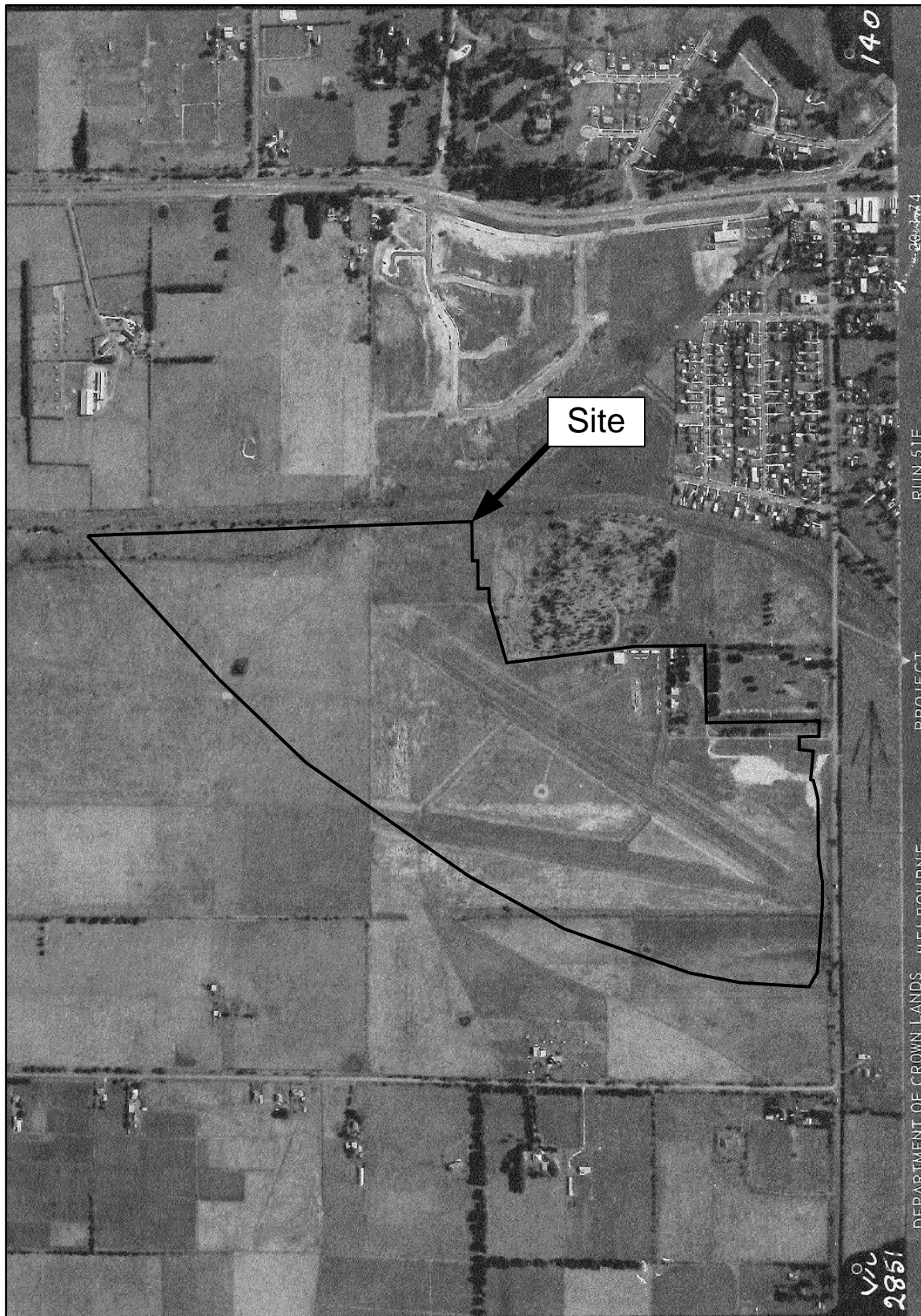
Aerial Photographs		
<p>1: 9,600</p> <p>Approximate Scale</p>	<p>1959 Aerial Photograph of the Site and Surrounds</p> <p>Source: Department of Environment, Land, Water and Planning</p>	
<p>Berwick Campus Development, Monash University, Clyde Road, Berwick, Victoria</p>		 <p>PETER J RAMSAY &amp; ASSOCIATES</p>







Aerial Photographs		
<p>1: 9,600 Approximate Scale</p>	<p>1968 Aerial Photograph of the Site and Surrounds</p> <p>Source: Department of Environment, Land, Water and Planning</p>	
<p>Berwick Campus Development, Monash University, Clyde Road, Berwick, Victoria</p>		 <p>PETER J RAMSAY &amp; ASSOCIATES</p>







Aerial Photographs		
<p>1: 10,000 Approximate Scale</p>	<p>1975 Aerial Photograph of the Site and Surrounds</p> <p>Source: Department of Environment, Land, Water and Planning</p>	
<p>Berwick Campus Development, Monash University, Clyde Road, Berwick, Victoria</p>		 <p>PETER J RAMSAY &amp; ASSOCIATES</p>







Aerial Photographs		
<p>1: 10,000 Approximate Scale</p>	<p>1984 Aerial Photograph of the Site and Surrounds</p> <p>Source: Department of Environment, Land, Water and Planning</p>	
<p>Berwick Campus Development, Monash University, Clyde Road, Berwick, Victoria</p>		 <p>PETER J RAMSAY &amp; ASSOCIATES</p>





Aerial Photographs		
<p>1: 15,000 Approximate Scale</p>	<p>1991 Aerial Photograph of the Site and Surrounds</p> <p>Source: Department of Environment, Land, Water and Planning</p>	
<p>Berwick Campus Development, Monash University, Clyde Road, Berwick, Victoria</p>		 <p>PETER J RAMSAY &amp; ASSOCIATES</p>





PETER J RAMSAY  
& ASSOCIATES