

**PHASE 1 ENVIRONMENTAL AND  
GEOTECHNICAL ASSESSMENT, ST  
VINCENT'S CARITAS SITE,  
DARLINGHURST**

Prepared for:

St Vincent's Hospital Sydney Ltd  
406 Victoria Street  
Darlinghurst NSW 2010

Report Date: 20 September 2006

20 September 2006

St Vincent's Hospital Sydney Ltd  
406 Victoria Street  
Darlinghurst  
NSW 2010

**Attention: Greg O'Neill**

Dear Greg

**RE: Draft Phase 1 Environmental and Geotechnical Assessment, St Vincent's Caritas Site,  
Darlinghurst**

Coffey Environments Pty Ltd (Coffey) is pleased to provide our Phase 1 Environmental and Geotechnical Assessment report for the above site.

We draw your attention to the enclosed sheet entitled "Important information about your Coffey Environmental Report" which should be read in conjunction with the report.

We trust that our report meets with your requirements. If you require any further information regarding our report, please do not hesitate to contact the undersigned.

For and on behalf of Coffey Environments Pty Ltd



**Joshua Lasky**

Senior Environmental Engineer

## RECORD OF DISTRIBUTION

No. of copies	Report File Name	Report Status	Date	Prepared for:	Initials
2	ENVILCOV00200AA-AB	DRAFT	30/08/2006	St Vincent's Hospital Sydney Ltd	JML
4	ENVILCOV00200AA-AC	FINAL	20/09/2006	St Vincent's Hospital Sydney Ltd	JML

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**Important Information about your Coffey Environmental Report**  
**Important Information about your Coffey Report**

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## **1 INTRODUCTION**

### **1.1 General**

This report presents the findings of a Phase 1 Environmental and Geotechnical Assessment undertaken by Coffey Environments Pty Ltd (Coffey) for the St Vincent's Caritas Site located on the corner of Forbes Street and Burton Street, Darlinghurst NSW (Figure 1).

The work was commissioned by St Vincent's Hospital Ltd in August 2006 in response to a Coffey proposal dated 13 July 2006 (document reference ENVILCOV00200AA-AA). The work was undertaken concurrently with an Asbestos Building Materials Compliance Survey which was reported separately (ENVISYDN00113AA).

It is understood that the Phase 1 Environmental and Geotechnical Assessment was required to make a preliminary assessment of potential contamination and geotechnical issues that may pose a constraint to future redevelopment works on the site. It is understood that a heritage assessment of the site is also being completed by Graeme Brooks and Associates at the present time which may provide additional relevant information to this report.

### **1.2 Previous reports**

Coffey are not aware of previous contamination or geotechnical reports having been prepared for the site.

### **1.3 Proposed Redevelopment**

It is understood that the concept plan for the planned redevelopment of the site includes the use of the site for mixed uses including residential and commercial uses. Heritage buildings such as the Caritas building, Anxiety building and the cottage to the rear of the site will be retained on site.

It is understood that as part of the development works, a basement car park is also planned with the entrance located off Bourke Street.

## **2 SITE DETAILS**

### **2.1 Site Identification and Features**

The site covers an area of approximately 4,477m<sup>2</sup> and is located on the corner of Forbes Street and Burton Street, Darlinghurst NSW. The site comprises an operating mental health facility comprising several buildings, some of which are heritage listed and are to be retained in any future development. The site is known as Lot 1612 in Deposited Plan 752011 within the Parish of Alexandria, County of Cumberland and the local government area of Sydney City Council.

The site is currently zoned Special Uses for hospital activities. It is understood that the site will be rezoned for mixed uses (commercial and residential) as part of the planned redevelopment of the site.

The main features observed during the site visit include (Figure 2):

- Four main building structures including the Outpatients building, Inpatients building, Anxiety building and a small cottage were present;
- The Caritas Reception building or current Outpatients building was present in the centre of the site with the ground floor and first storey constructed from sandstone. The establishment date of the building written on the building indicated that it was built in 1867. A third storey was cement rendered. The roof of the building was tiled. A paved courtyard was present in the centre of the building. The basement of the building contained several rooms including a former boiler room and a kiln room and was accessed from the western side of the building. A diesel generator was also present in a room on the western side of the building. It is understood that the boiler room had been used to heat the whole building.
- The Inpatients building was located along the northern boundary of the site, was two stories high and was a combination of brick and timber construction. The building was built in the 1960s. The Inpatients and Outpatients buildings were linked by a covered walkway. It is understood that the building had been renovated within the last 10 years, however access was limited due to the presence of patients within the ward at the time of the site visit;
- The basements of both the Inpatients and Outpatient buildings also contained miscellaneous waste materials such as disused furniture, electrical wire, pieces of timber, brick, scaffolding, and disused petrol tins and batteries;
- The Anxiety building was a two storey brick building with tiled roof. It had also been renovated and was used as office and meeting rooms. A small brick building was located to the west of this building was used as a meeting room;
- A small single storey brick cottage with a tiled roof was located in the north-western corner of the site. The building had a basement which was used as a car garage. The building was used as an office and lunch room;
- A small car garage was also located off Bourke Street to the west of the Outpatients building. It was attached to an approximately 4m high brick wall that formed the western boundary of the site;
- The main entrance to the site was located on Forbes Street and provides access to the eastern half of the site, including the Outpatients building, Inpatients building and the Anxiety building. An

entrance to the rear of the site is located off Burton Street and a garage was located on the western side of the site off Bourke Street and provided access to the western half of the site;

- The site was generally paved or covered by building structures, however garden areas were located on the eastern boundary of the site near the main entrance, in a fenced off area to the east of the Inpatients building and to the south of the Outpatients building;
- The site gently sloped towards the west (i.e. towards Bourke Street). The surrounding land sloped steeply from Forbes Street towards Bourke Street. The main entrance to the site off Forbes Street was the same as the surrounding ground level, however the western boundary of the site was approximately 4m above the street level. A steep concrete paved ramp was present in the north-western corner of the site;
- Several large trees were located in the garden areas surrounding the Outpatients building and at the main entrance. A number of smaller trees were also observed on the southern boundary of the site;
- Sections of fencing (approximately 2 to 2.5m high) were observed on the site perimeter. Wrought iron and brick fencing is present on the eastern boundary of the site;
- Several outdoor garden seats and light poles were observed within the fenced north-eastern corner of the site adjacent to the site perimeter;
- A vent pipe on the side of the cottage building and a concreted fill point were observed in the north-western corner of the site, suggesting that an underground storage tank (UST) may be present or have been present in this area likely used to fuel the boiler;
- No visual and olfactory evidence of significant chemical contamination such as odours or plant stress were observed at the site at the time of the site visit; and
- Oil staining was present on the concrete floor of the former boiler room and kiln rooms in the basement of the Outpatients building.

The main site features are shown on Figure 2 and photographs are included as Appendix A.

## **2.2 Current Surrounding Land Use**

The surrounding land use is generally residential to the north, east and west. Commercial / hospital buildings are located beyond Forbes Street to the east including the Sydney Institute of Technology, East Sydney campus. A police station is located immediately to the south of the site.

The site is bounded by Forbes Street to the east, a police station to the south, Bourke Street to the west and Burton Street to the north.



## **2.3 Local Geology and Hydrogeology**

The Sydney 1:100,000 Geology Sheet indicates that the locality of the St Vincents Caritas Centre is underlain by Ashfield Shale overlying Hawkesbury Sandstone at depth. The Ashfield Shale is described as black to dark grey shale and laminate. The Hawkesbury Sandstone is described as medium to coarse grained quartz sandstone, very minor shale and laminate lenses. The site lies near the geological boundary between the Ashfield Shale and Hawkesbury Sandstone. The Ashfield Shale is present in Taylor Square to the south of the site, however, as the ground surface elevation falls to the north of Oxford Street the shale thins. An intermediate unit known as the Mittagong Formation, between the Ashfield Shale and Hawkesbury Sandstone is known to occur in this area, which is described as interbedded shale, laminate, and medium grained quartz sandstone. An igneous dyke is known to trend roughly east-west in the vicinity of the site, however, it has been plotted to the south of Oxford Street and therefore most probably lies to the south of the site.

A geotechnical engineer visited the site to observe surface features. The site is generally covered by buildings, pavements and garden beds and no outcrop of rock was observed. The existing buildings appear to be supported on strip and pad footings. There are some retaining walls on the north and west boundaries that probably retain fill, as the street level is lower than the site level on these boundaries. The likely subsurface profile across the site is a variable depth of fill, overlying residual soil that is possibly less than a few metres thick, overlying bedrock. The bedrock rock type is unknown, but given the variation in ground surface elevation there may be more than one rock type, probably interbedded sandstone, shale and laminate.

Based on Coffey experience in the general site area, groundwater is anticipated to be present within joints and bedding planes within the bedrock or perched within fill or at the soil/bedrock interface. Groundwater occurrences and levels are likely to vary seasonally. It is anticipated that groundwater flow would be towards Sydney Harbour to the north-west of the site.

The closest water course to the Caritas site is Woolloomooloo Bay approximately 1.2km to the north of the site which then drains into Sydney Harbour. As the site slopes steeply to the north-west and the majority of the site is paved it is anticipated that surface water will drain into storm water drains in the surrounding streets.

### **3 SITE HISTORY REVIEW**

The site history study undertaken by Coffey included:

- A site visit by a Coffey Geotechnical Principal and a Coffey Environmental Engineer;
- Interviews with the people familiar with the history and operations of the site;
- A review of the existing information held by the client including any available geotechnical / contamination reports on or nearby the site;
- A review of journal articles written about the site;
- A review of historical aerial photography over the past 50-60 years;
- A check of WorkCover records for dangerous goods licences on the site; and
- A review of Sydney City Council records and DEC notices under the Contaminated Land Management Act (1997).

#### **3.1 Site Visit**

A Coffey Environmental Engineer visited the site on 1 August 2006. Observations made during the site visit are summarised in Section 2.1 and 2.2. Photographs taken during the site visit are included as Appendix A.

#### **3.2 Interviews**

An interview with Peter Davies (Maintenance Supervisor, Facilities for St Vincent's Hospital Sydney Ltd) who had worked at the site since 1977 revealed the following information:

- The site has been used as a mental health facility since the Outpatients building was built in 1867;
- The Outpatients building was originally heated from the boilers located in the basement on the western side of the building. There were five boilers located at the site until they were decommissioned in the late 1990s when they failed. An above ground storage tank (AST) was present in the room next to the 'boiler' room and was also removed in the late 1990s and replaced with the diesel generator now present. No reports detailing this decommissioning work or relating to possible location of the underground storage tank was available;
- Pipe work from the boiler room in the Outpatients building feeds water into the basement of the Inpatients building. The Inpatients building was built in the 1960s and has been used as an active mental health facility ward since this time;
- Renovations to the buildings on site have been generally limited to the internal parts of the buildings;
- It is understood that no previous environmental site assessments have been completed at the site with the exception of the decommissioning work associated with the removal of the AST and boiler;
- It is anticipated that any chemical storage on site would have been limited to the basements of the Outpatients and Inpatient buildings, however it is expected that theses chemicals would have been cleaning products;

- Stormwater maintenance has been completed in the north-western corner of the site in the vicinity of the suspected location of an unidentified UST, however these investigations did not find the UST.

Additional information provided by Tony Collier of Architectus Pty Ltd in respect to the conceptual design for the redevelopment works at the site indicated that the cottage building located at the corner of Burton and Bourke Street was previously used as a kitchen facility and the current Anxiety building was used as a gatehouse during the operation of the Caritas site as a mental health facility called a Reception House.

Discussions with Graeme Brooks from Graeme Brooks and Associates who are completing a heritage study of the site indicated that there is documentary evidence that a well may be located on the site from the early 1900s. It currently unknown where this well may be located on the site.

### **3.3 Previous Site Ownership**

Titles information made available by St Vincent's Hospital Ltd indicated that the site had been used as a mental health facility since 1868. A titles search was completed in May 2000 and indicates that the site was leased in perpetuity by the trustees of St Vincent's Hospital since 1965, with the next rent review due in July 2002. Documentation relating to this lease is presented in Appendix B.

### **3.4 Journal Article Detailing Site Operation**

A paper written by Duncan Wallace provided a summary of the establishment and use of the St Vincent's Caritas site was published by the Australian and New Zealand Journal of Psychiatry in 1992. A summary of the relevant information to this study is summarised as follows:

- The site operated as a 'Lunatic Reception House' between 1868 and 1961. The reception building was purpose built as an assessment centre. Construction details of the site were not available;
- The facility was opened on 24 July 1868 and was able to assess 8 male and 8 female inpatients. In 1907 due to the increased demand, a metal hospital for 20 inpatients was built and opened in 1908. This facility was closed in 1922; and
- The Reception House was renovated and extended and an additional ward block added in 1962 as 'St Vincent's Psychiatric Unit, Caritas Centre'.

### 3.5 Aerial Photograph Review

Aerial photographs and of the site were reviewed, and the results of the assessment are summarised in Table 1.

**TABLE 1: SUMMARY OF AERIAL PHOTOGRAPH REVIEW**

Year	Site Description	Surrounding Area Description
1930	<p>The original Reception Centre (the current Outpatients building) appears to be present in the centre of the site surrounded by the additions to the building to the north and south. The former gatehouse (current Anxiety building) is present in the south-eastern corner of the site and the cottage on the corner of Burton and Bourke Streets is present at this time. It is unclear whether there are buildings located in the north-eastern corner of the site. According to the historical overview, it is possible that the north-eastern portion of the site may have been built and included the mental hospital for 20 patients. It is unclear whether or not the site is paved.</p>	<p>The area surrounding the site appeared to be predominantly residential to the north and west. The Darlinghurst gaol is located across Forbes Street to the east of the site and the courthouse to the south-east of the site.</p>
1951	<p>There appear to have been additions made to the north-western corner of the Reception House including a paved courtyard (consistent with the structure currently present on the site). There appears to have been little change to the Anxiety building and cottage, however a small building is now present on the south-eastern corner of the Reception House next to the Anxiety building.</p> <p>A number of buildings are present on the north-eastern corner of the site. It is not clear whether these were present in 1930.</p> <p>The areas immediately surrounding the buildings appear to be paved and gardens on the eastern side of the site are present.</p>	<p>No major changes were observed.</p>
1965	<p>The buildings present in the north-eastern corner of the site appear to have been replaced by a larger rectangular building parallel with Burton Street, since 1951. This building is consistent with the current Inpatient's building currently present on site.</p> <p>There do not appear to be any major changes to other buildings present on site.</p>	<p>No major changes were observed.</p>

Year	Site Description	Surrounding Area Description
1978	There did not appear to be any changes to structures on site, however the garden areas along the eastern boundary of the site appeared to have grown.	No major changes were observed.
1989	The aerial photograph is not very clear, however no major changes to building structures appear to have been made.	No major changes were observed.
2004	No major changes to building structures appear to have been made. The original tiled roof of the Reception House is visible in the colour aerial photograph. More vegetation appeared to have grown on the northern and eastern boundaries of the site.	No major changes were observed with the exception of Forbes and Bourke Streets to the south of the site being closed off.

### 3.6 WorkCover Records

A search of the Stored Chemical Information Database (SCID) by WorkCover did not locate any records pertaining to the site. The WorkCover letter is presented in Appendix C.

### 3.7 Sydney City Council Records

Sydney City Council holds historical records relating to properties in the council area. The findings of the Sydney City Council Records were limited to two items relating to building alterations in 1963 and 1976. A building request was also submitted in 1964 for the construction of a new two storey building at the site by St Vincent's Hospital.

### 3.8 NSW Department of Environment and Conservation (DEC) Records

A search of the record of DEC notices revealed that no notices have been issued on the site under the Contaminated Land Management Act (1997) or under the Protection of the Environment Operations (POEO) Act 1997. These searches are attached as Appendix D.

### 3.9 Summary of Site History

The information obtained from the site history review and site walkover can be summarised as follows:

- The site is currently used as a mental health facility including an Outpatients building and an Inpatients building;
- The titles information obtained revealed that the site has been leased by St Vincent's Hospital Ltd since 1965 to the present;
- The Reception House (now the Outpatient's building) was built in 1868. Additions to this facility were made prior to 1930 including a third storey to the Reception House as well as a courtyard and buildings to the west of the original building;

- The current Anxiety Building (former gatehouse) and cottage (former kitchen) were present in the earliest aerial photographs and are believed to have been built prior to 1930;
- Buildings in the north-western corner of the site on the corner of Forbes and Burton Streets appear to have changed over time. Buildings for additional inpatients were built in 1907 but were closed in 1922. These buildings appear to be present between the 1930 and 1951 aerial photographs of the site. These buildings appear to have been replaced by the current Inpatients Building which was present in 1965;
- It is understood that the basement of the Outpatients building included rooms used for boilers that heated both the Inpatients and Outpatients buildings present at the site. The boilers were removed in the 1990s and replaced with a diesel generator that is still present on site. It is understood that an AST was also present in these rooms and a large storage tank was located to the rear of the boiler room. The concrete floor of the boiler room was stained with oil;
- The topography of the site observed from the basement and in relation to the surrounding topography suggests that the likely subsurface profile across the site is a variable depth of fill, overlying residual soil (possibly less than a few metres thick) overlying bedrock. The bedrock rock type is unknown, but given the variation in ground surface elevation there may be more than one rock type;
- A vent pipe was observed on the southern wall of the cottage located on the corner of Forbes and Bourke Streets. Approximately 2m from the building a suspected fill or dip point for a UST was observed;
- WorkCover did not locate any records regarding dangerous goods licensing on the site;
- No DEC notices have been issued against (or on) the site;
- No visual olfactory evidence of significant chemical contamination such as odours, plant stress or oil staining were observed at the site with the exception of on the concrete floor of the boiler room; and
- No potential offsite sources of contamination were identified near to the site.

### **3.10 Gaps in the Site History**

The following gaps in the site history study were identified:

- Reports relating to the decommissioning of the boilers, oil tank and/or the AST previously located on the site are not available;
- The extent, source and contamination status of fill material on the site is not known;
- A vent pipe and potential fill/dip point were observed to the south of the cottage in the north-western corner of the site indicating the presence of a UST. The size, contents and condition of the UST (if present) are not known;
- It is unknown when buildings in the north-eastern corner of the site were demolished and where the building materials may have been disposed;
- Limited Council records were available at the time of writing of this document.

#### 4 POTENTIAL AREAS OF ENVIRONMENTAL CONCERN (AEC) & CHEMICALS OF CONCERN (COC)

Based on the site history review, potential areas of environmental concern (AECs) and associated chemicals of concern were identified. These are summarised in Table 2.

**TABLE 2: SUMMARY OF POTENTIAL AREAS AND CHEMICALS OF CONCERN**

Potential AECs	Description of potentially contaminating activity	CoCs*	Likelihood of Contamination (Based on Site History Study Only)**	Comments
Potential UST located in the north-western courtyard	Leakage / Spillage of fuels from UST	Heavy Metals TPH BTEX PAHs	Moderate	Based on the presence of a fill point and vent pipe, it is suspected that a UST is located within the courtyard area in the north-western corner of the site. This may have been used to fuel boilers on the site
Former Boiler room, basement of Outpatients building	Leakage / Spillage of fuels from oil tank / AST/ diesel generator/ boilers formerly stored in the building.	Heavy Metals TPH BTEX PAHs	Low to Moderate	Petrol and diesel were stored in the former boiler room for heating purposes. The concrete floor appeared to be in good condition.
Entire Site	Leaching or weathering of contaminants potentially contained in current / former building materials (i.e. lead from lead based paint, zinc from galvanised corrugated iron and asbestos from fibro). Also potential onsite disposal of such building materials following demolition of buildings.	Metals, Asbestos	Moderate	If present, the contamination is likely to be present as hotspots and limited to near surface soil. Given this area is predominantly capped with asphalt or concrete it is unlikely that current building structures have significantly affected the underlying soil. Contamination could be present in parts of the site that were formerly unpaved.

Potential AECs	Description of potentially contaminating activity	CoCs*	Likelihood of Contamination (Based on Site History Study Only)**	Comments
	Potential importation of contaminated fill to the site.	Metals TPH BTEX PAH OCP PCB Asbestos	Moderate to High	There is evidence of filling on the site. The fill material is of unknown origin and quality. While there is not evidence of this having occurred, some ash from boilers on the site could potentially have been disposed on the site in the past.

\*CoC - Chemicals of Concern

\*\* It is important to note that this is not an assessment of the financial risk associated with the AEC in the event contamination is detected, but a qualitative assessment of the probability of contamination being detected at the potential AEC based on the site history study.

Metals - Arsenic, Cadmium, Chromium, Copper, Lead, Mercury, Nickel and Zinc

BTEX - Benzene, Toluene, Ethylbenzene and Xylene

TPH - Total Petroleum Hydrocarbons

PAH - Polycyclic Aromatic Hydrocarbons

VOC - Volatile Organic Compounds

OCP - Organochlorine Pesticides

PCB - Polychlorinated Biphenyls



## **5 DISCUSSIONS AND CONCLUSIONS**

### **5.1 Contamination Issues**

The site history review revealed that the St Vincent's Caritas site included the original Reception House at the site since the 1868. The Reception House has been rebuilt and undergone a number of alternations since this period. Additional buildings such as the current Outpatients building have replaced previous buildings. The current cottage and Anxiety buildings were present from the early 1900s and remain on site, with minor internal renovations made over time.

Based on the site history review, a number of potential areas of environmental concern (AECs) have been identified as shown on Table 2. It is likely that some action (e.g. remediation or management) will be required to address at least some of the potential contamination issues. Based on the available information, it is considered that potential contamination issues are unlikely to pose a major constraint to the redevelopment of the site. The extent of remediation required to make the site suitable would need to be assessed based on a Stage 2 Environmental Site Assessment, including field investigations and laboratory analysis.

### **5.2 Geotechnical Constraints**

Based on our knowledge of typical ground conditions in this area we consider there should be no significant geotechnical constraints to a variety of redevelopment options for the site. Subsurface investigations will be required to assess the nature of soil, rock and groundwater conditions once potential redevelopment options are known in more detail. Depending on the nature of the proposed developments, specific geotechnical issues that may be need be considered in design include:

- Fill, where present is unlikely to be able to support building or pavement loads and will require excavation and re-compaction if suitable, or replacement with imported material.
- Shoring is likely to be required for excavations through fill, residual soils and weathered rock.
- Pad and strip footings or open bored piles should be able to be adopted as footing systems, depending on depths required to satisfy final site levels.
- Excavations in rock, if required, will generate vibrations that could impact on sensitive structures. Therefore dilapidation surveys, a management plan and construction monitoring program will be required to protect sensitive structures.

## **6 LIMITATIONS**

The work undertaken by Coffey for the Phase 1 Contamination and Geotechnical Assessment consisted of a desktop study including a site visit. The assessment did not include any sampling or testing. Therefore, the assessments made in this report should be considered as preliminary only. It is important to note that sampling and testing could be required to confirm the presence or absence of contamination, if required.

Hazardous building materials survey was not included in the scope of work, however and Asbestos Survey was conducted concurrently and is reported as a separate document.

We draw your attention to the enclosed documents entitled "Important Information about your Coffey Environmental Site Assessment" and "Important Information about your Coffey Report", which provide additional information on the uses and limitations of this report.

## 7 REFERENCES

Department of Health (1985). *St Vincents Hospital Asbestos Register*, Department of Health, Amdel, November 1985.

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NSW EPA (1997). *Contaminated Sites: Guidelines for Consultants Reporting on Contaminated Sites*. New South Wales Environment Protection Authority. November 1997.

NSW EPA (1995). *Contaminated Sites: Sampling Design Guidelines for Contaminated Sites*. New South Wales Environment Protection Authority. September 1995.

Wallace, D. (1992). "A History of the Lunatic Reception House, Darlinghurst." *Australian and New Zealand Journal of Psychiatry*, 26:307-315.

## Important information about your **Coffey** Environmental Report

Uncertainties as to what lies below the ground on potentially contaminated sites can lead to remediation costs blow outs, reduction in the value of the land and to delays in the redevelopment of land. These uncertainties are an inherent part of dealing with land contamination. The following notes have been prepared by Coffey to help you interpret and understand the limitations of your report.

### **Your report has been written for a specific purpose**

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Your report has been developed on the basis of a specific purpose as understood by Coffey and applies only to the site or area investigated. For example, the purpose of your report may be:

- To assess the environmental effects of an on-going operation.
- To provide due diligence on behalf of a property vendor.
- To provide due diligence on behalf of a property purchaser.
- To provide information related to redevelopment of the site due to a proposed change in use, for example, industrial use to a residential use.
- To assess the existing baseline environmental, and sometimes geological and hydrological conditions or constraints of a site prior to an activity which may alter the sites environmental, geological or hydrological condition.

For each purpose, a specific approach to the assessment of potential soil and groundwater contamination is required. In most cases, a key objective is to identify, and if possible, quantify risks that both recognised and unrecognised contamination pose to the proposed activity. Such risks may be both financial (for example, clean up costs or limitations to the site use) and physical (for example, potential health risks to users of the site or the general public).

### **Scope of Investigations**

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The work was conducted, and the report has been prepared, in response to specific instructions from the client to whom this report is addressed, within practical time and budgetary constraints, and in reliance on certain data and information made available to Coffey. The analyses, evaluations, opinions and conclusions presented in this report are based on those instructions, requirements, data or information, and they could change if such instructions etc. are in fact inaccurate or incomplete.

### **Subsurface conditions can change**

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Subsurface conditions are created by natural processes and the activity of man and may change with time. For example, groundwater levels can vary with time, fill may be placed on a site and pollutants may migrate with time. Because a report is based on conditions which existed at the time of the subsurface exploration, decisions should not be based on a report whose adequacy may have been affected by time. Consult Coffey to be advised how time may have impacted on the project and/or on the property.

### **Interpretation of factual data**

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Environmental site assessments identify actual subsurface conditions only at those points where samples are taken and when they are taken. Data derived from indirect field measurements and sometimes other reports on the site are interpreted by geologists, engineers or scientists to provide an opinion about overall site conditions, their likely impact with respect to the report purpose and recommended actions. Actual conditions may differ from those inferred to exist, because no professional, no matter how well qualified, can reveal what is hidden by earth, rock and time. The actual interface between materials may be far more gradual or abrupt than assumed based on the facts obtained. Nothing can be done to change the actual site conditions which exist, but steps can be taken to reduce the impact of unexpected conditions. For this reason, parties involved with land acquisition, management and/or redevelopment should retain the services of Coffey through the development and use of the site to identify variances, conduct additional tests if required, and recommend solutions to unexpected conditions or other problems encountered on site.

## Important information about your **Coffey** Environmental Report

### **Your report will only give preliminary recommendations**

---

Your report is based on the assumption that the site conditions as revealed through selective point sampling are indicative of actual conditions throughout an area. This assumption cannot be substantiated until project implementation has commenced and therefore your report recommendations can only be regarded as preliminary. Only Coffey, who prepared the report, is fully familiar with the background information needed to assess whether or not the report's recommendations are valid and whether or not changes should be considered with redevelopment or on-going use of the site. If another party undertakes the implementation of the recommendations of this report there is a risk that the report will be misinterpreted and Coffey cannot be held responsible for such misinterpretation.

### **Your report is prepared for specific purposes and persons**

---

To avoid misuse of the information contained in your report it is recommended that you confer with Coffey before passing your report on to another party who may not be familiar with the background and the purpose of the report. In particular, a due diligence report for a property vendor may not be suitable for satisfying the needs of a purchaser. Your report should not be applied for any purpose other than that originally specified at the time the report was issued.

### **Interpretation by other professionals**

---

Costly problems can occur when other professionals develop their plans based on misinterpretations of a report. To help avoid misinterpretations, retain Coffey to work with other professionals who are affected by the report. Have Coffey explain the report implications to professionals affected by them and then review plans and specifications produced to see how they have incorporated the report findings.

### **Data should not be separated from the report**

---

The report as a whole presents the findings of the site assessment and the report should not be copied in part or altered in any way. Logs, figures, laboratory data, drawings, etc. are customarily included in our reports and are developed by scientists, engineers or geologists based on their interpretation of field logs (assembled by field personnel), field testing and laboratory evaluation of field samples. This information should not under any circumstances be redrawn for inclusion in other documents or separated from the report in any way.

### **Contact Coffey for additional assistance**

---

Coffey is familiar with a variety of techniques and approaches that can be used to help reduce risks for all parties to land development and land use. It is common that not all approaches will be necessarily dealt with in your environmental site assessment report due to concepts proposed at that time. As a project progresses through planning and design toward construction and/or maintenance, speak with Coffey to develop alternative approaches to problems that may be of genuine benefit both in time and cost.

### **Responsibility**

---

Environmental reporting relies on interpretation of factual information based on judgement and opinion and has a level of uncertainty attached to it, which is far less exact than other design disciplines. This has often resulted in claims being lodged against consultants, which are unfounded. To help prevent this problem, a number of clauses have been developed for use in contracts, reports and other documents. Responsibility clauses do not transfer appropriate liabilities from Coffey to other parties but are included to identify where Coffey's responsibilities begin and end. Their use is intended to help all parties involved to recognise their individual responsibilities. Read all documents from Coffey closely and do not hesitate to ask any questions you may have.

## Important information about your **Coffey** Report

As a client of Coffey you should know that site subsurface conditions cause more construction problems than any other factor. These notes have been prepared by Coffey to help you interpret and understand the limitations of your report.

### **Your report is based on project specific criteria**

Your report has been developed on the basis of your unique project specific requirements as understood by Coffey and applies only to the site investigated. Project criteria typically include the general nature of the project; its size and configuration; the location of any structures on the site; other site improvements; the presence of underground utilities; and the additional risk imposed by scope-of-service limitations imposed by the client. Your report should not be used if there are any changes to the project without first asking Coffey to assess how factors that changed subsequent to the date of the report affect the report's recommendations. Coffey cannot accept responsibility for problems that may occur due to changed factors if they are not consulted.

### **Subsurface conditions can change**

Subsurface conditions are created by natural processes and the activity of man. For example, water levels can vary with time, fill may be placed on a site and pollutants may migrate with time. Because a report is based on conditions which existed at the time of subsurface exploration, decisions should not be based on a report whose adequacy may have been affected by time. Consult Coffey to be advised how time may have impacted on the project.

### **Interpretation of factual data**

Site assessment identifies actual subsurface conditions only at those points where samples are taken and when they are taken. Data derived from literature and external data source review, sampling and subsequent laboratory testing are interpreted by geologists, engineers or scientists to provide an opinion about overall site conditions, their likely impact on the proposed development and recommended actions. Actual conditions may differ from those inferred to exist, because no professional, no matter how qualified, can reveal what is hidden by

earth, rock and time. The actual interface between materials may be far more gradual or abrupt than assumed based on the facts obtained. Nothing can be done to change the actual site conditions which exist, but steps can be taken to reduce the impact of unexpected conditions. For this reason, owners should retain the services of Coffey through the development stage, to identify variances, conduct additional tests if required, and recommend solutions to problems encountered on site.

### **Your report will only give preliminary recommendations**

Your report is based on the assumption that the site conditions as revealed through selective point sampling are indicative of actual conditions throughout an area. This assumption cannot be substantiated until project implementation has commenced and therefore your report recommendations can only be regarded as preliminary. Only Coffey, who prepared the report, is fully familiar with the background information needed to assess whether or not the report's recommendations are valid and whether or not changes should be considered as the project develops. If another party undertakes the implementation of the recommendations of this report there is a risk that the report will be misinterpreted and Coffey cannot be held responsible for such misinterpretation.

### **Your report is prepared for specific purposes and persons**

To avoid misuse of the information contained in your report it is recommended that you confer with Coffey before passing your report on to another party who may not be familiar with the background and the purpose of the report. Your report should not be applied to any project other than that originally specified at the time the report was issued.

## Important information about your **Coffey** Report

### **Interpretation by other design professionals**

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a report. To help avoid misinterpretations, retain Coffey to work with other project design professionals who are affected by the report. Have Coffey explain the report implications to design professionals affected by them and then review plans and specifications produced to see how they incorporate the report findings.

### **Data should not be separated from the report\***

The report as a whole presents the findings of the site assessment and the report should not be copied in part or altered in any way.

Logs, figures, drawings, etc. are customarily included in our reports and are developed by scientists, engineers or geologists based on their interpretation of field logs (assembled by field personnel) and laboratory evaluation of field samples. These logs etc. should not under any circumstances be redrawn for inclusion in other documents or separated from the report in any way.

### **Geoenvironmental concerns are not at issue**

Your report is not likely to relate any findings, conclusions, or recommendations about the potential for hazardous materials existing at the site unless specifically required to do so by the client. Specialist equipment, techniques, and personnel are used to perform a geoenvironmental assessment. Contamination can create major health, safety and environmental risks. If you have no information about the potential for your site to be contaminated or create an environmental hazard, you are advised to contact Coffey for information relating to geoenvironmental issues.

### **Rely on Coffey for additional assistance**

Coffey is familiar with a variety of techniques and approaches that can be used to help reduce risks for all parties to a project, from design to construction. It is common that not all approaches will be necessarily dealt with in your site assessment report due to concepts proposed at that time. As the project progresses through design towards construction, speak with Coffey to develop alternative approaches to problems that may be of genuine benefit both in time and cost.

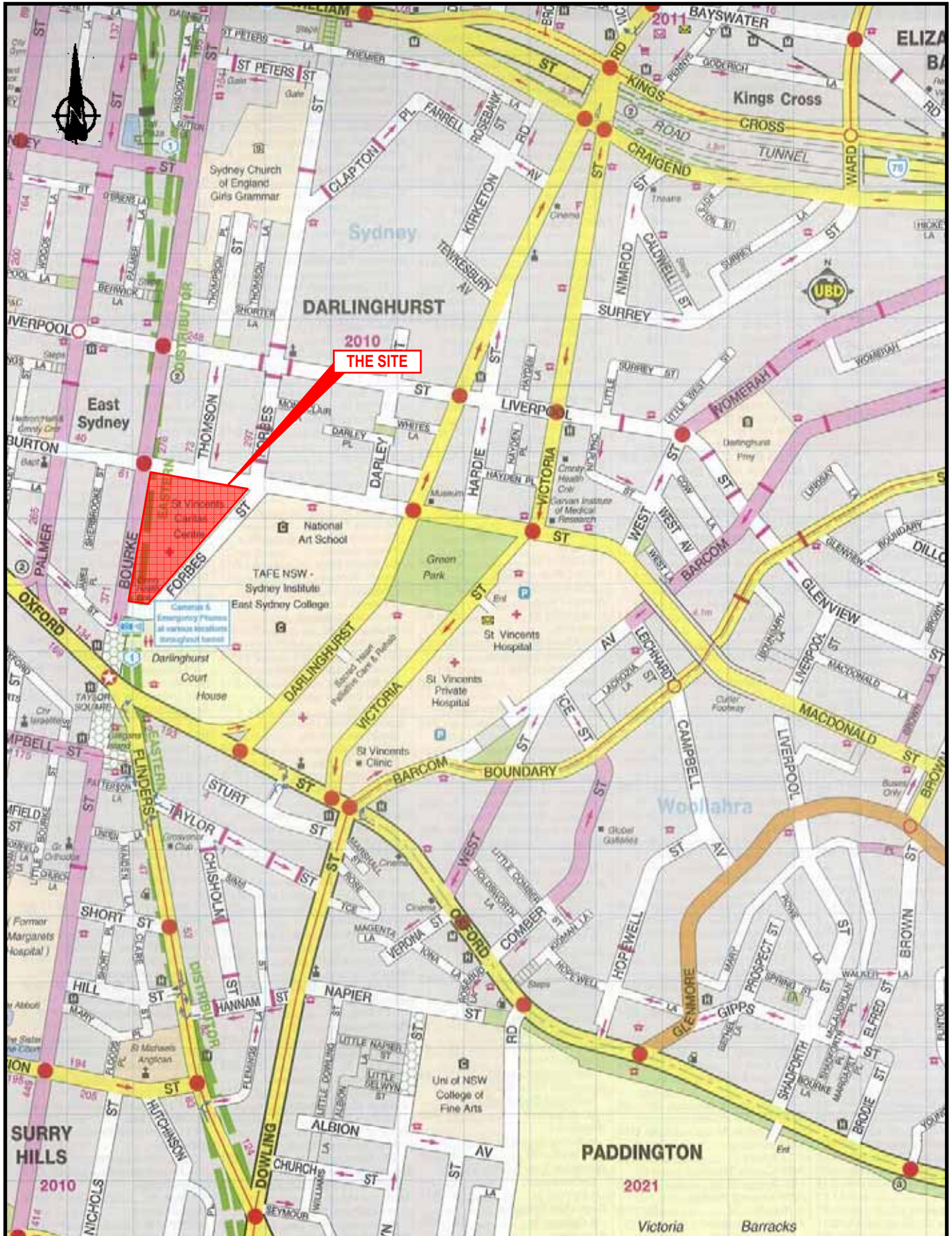
### **Responsibility**


Reporting relies on interpretation of factual information based on judgement and opinion and has a level of uncertainty attached to it, which is far less exact than the design disciplines. This has often resulted in claims being lodged against consultants, which are unfounded. To help prevent this problem, a number of clauses have been developed for use in contracts, reports and other documents. Responsibility clauses do not transfer appropriate liabilities from Coffey to other parties but are included to identify where Coffey's responsibilities begin and end. Their use is intended to help all parties involved to recognise their individual responsibilities. Read all documents from Coffey closely and do not hesitate to ask any questions you may have.

\* For further information on this aspect reference should be made to "Guidelines for the Provision of Geotechnical information in Construction Contracts" published by the Institution of Engineers Australia, National headquarters, Canberra, 1987.

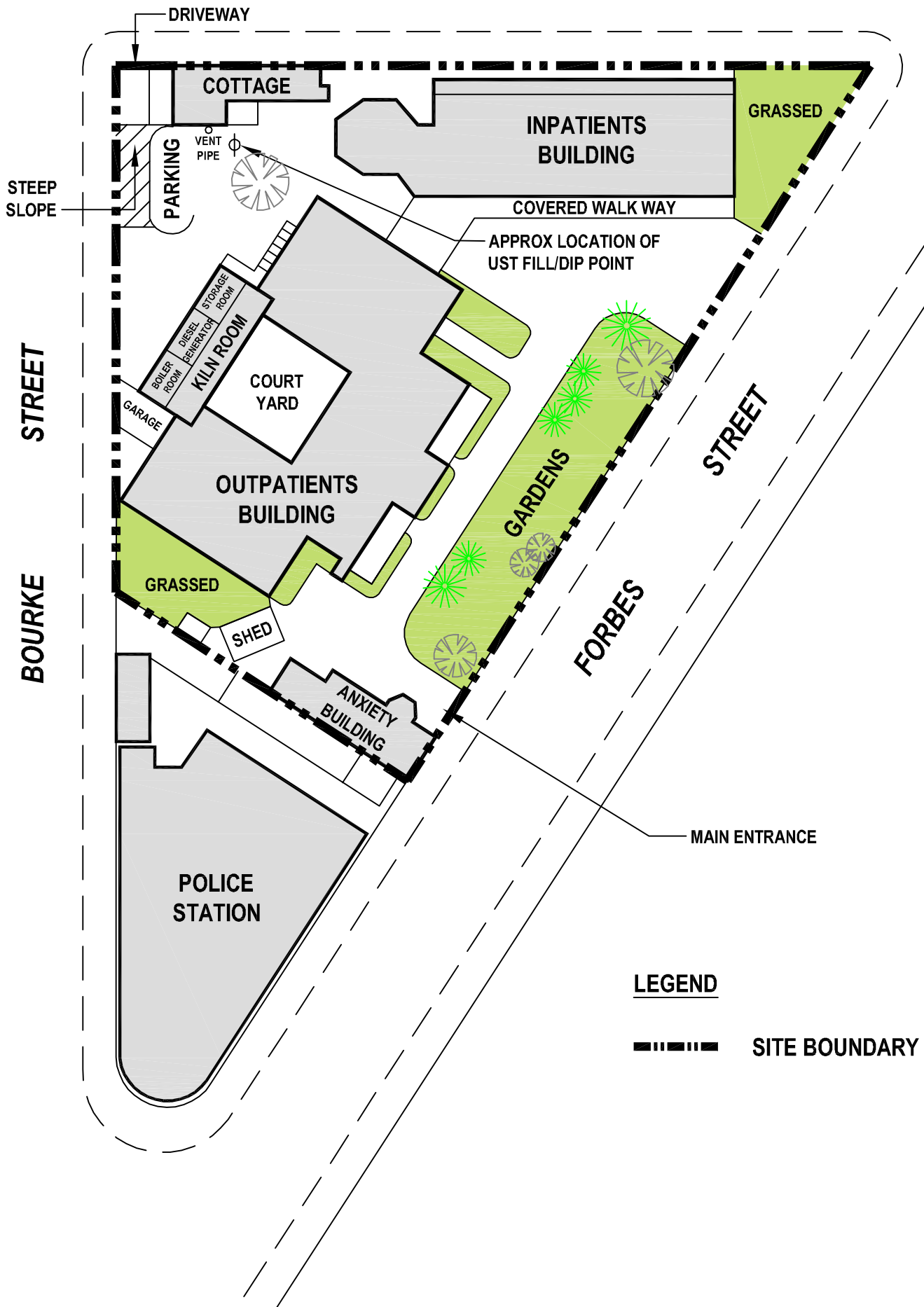
## Figures





drawn	AN/AW	 SPECIALISTS IN LIVING AND WORKING PLACES	client:	ST VINCENTS HOSPITAL	
approved	JML		project:	PHASE 1 CONTAMINATION & GEOTECHNICAL ASSESSMENT ST VINCENTS HOSPITAL CARITAS SITE CNR OF FORBES & BURTON STREET, DARLINGHURST, NSW	
date	20/9/06		title:	SITE LOCATION PLAN	
scale	1:10,000		project no:	ENVILCOV00200AA	figure no: FIGURE 1
original size	A4				

**BURTON STREET**



# Appendix A

## Site Photographs



## APPENDIX A

### Phase 1 Contamination and Geotechnical Assessment, St Vincent's Caritas Site, Darlinghurst



**Photograph 1**

This photograph shows the Reception House prior to renovation and the addition of the third storey. The building is viewed from the eastern side of the site on Forbes Street.



**Photograph 2**

This photograph was taken of the south-eastern corner of the current Outpatients building (formerly the Reception House). The additional third storey is visible and the photograph was taken from the concrete paved driveway at the entrance.



**Photograph 3**

This photograph was taken of the main entrance to the Outpatient building. The original veranda to this building has been changed.



**Photograph 4**

This photograph was taken in the courtyard of the Outpatients building looking towards the east and back towards the original Reception House. The courtyard was added prior to the 1960s and is generally disused. Flashing above the windows appeared to be a fibre cement sheeting material.



**Photograph 5**

This photograph was taken from the entrance to the Outpatients building looking at the courtyard from the east. A small garden is present at the centre of this courtyard.



**Photograph 6**

This photograph was taken in the basement of the Outpatients building in the western part of the site. It is understood that this diesel generator was a replacement for the oil tank and boilers that were originally used to heat the Outpatient and Inpatient buildings.



**Photograph 7**

The base of the diesel generator is seen here looking towards the east. The concrete floor of this room shows evidence of petroleum or oil staining over a significant period of time. Batteries associated with the use of the generator are also present in this area.



**Photograph 8**

This photograph was taken in the kiln room looking towards the south-west. This tank was present at the time of the site inspection, however it is currently unknown what it stored or what it was used for.



**Photograph 9**

This photograph was taken on the western boundary looking towards the north and the cottage. As shown in the photograph, the paved western part of the site slopes towards the north and the entrance off the corner of Burton and Bourke Streets.





**Photograph 10**

This photograph was taken of the southern wall of the cottage (formerly a kitchen facility) looking towards the north. There appears to be a vent pipe running up the side of the building.



**Photograph 11**

This photograph was taken to the south of the cottage and shows what appears to be a concreted fill or dip point for a suspected underground storage tank.





**Photograph 12**

This photograph was taken of the entrance to the current Anxiety building located at the main entrance to the site on Forbes Street. It is understood that this building was previously used as a gatehouse.



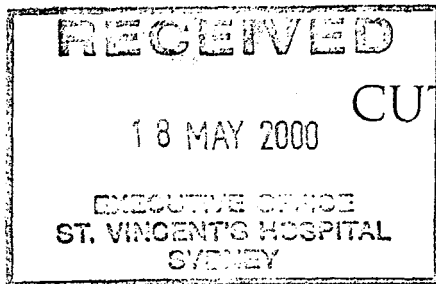
**Photograph 13**

This photograph was taken of the rear of the Anxiety building from Forbes Street looking towards the west.

# Appendix B

## **Titles Information**

Building / Prop - Caritas



CUTLER

Telephone  
(612) 9290 6222  
Facsimile  
(612) 9262 1818  
Level 13 The Landmark  
345 George Street  
(Cnr Barrack & George St.)  
Sydney NSW 2000  
Australia  
DX 205 Sydney  
Mailing Address  
GPO Box 3336  
Sydney 2001

Mail Address  
@cutler.com.au

Your Ref:  
Our Ref:  
Partner: Tom Boyce  
Direct Line: 02 9290 6210  
Email: tom.boyce@cutler.com.au

17 May 2000

Dr Denise Robinson  
Executive Director  
St Vincent's Hospital Sydney Limited  
DX 1136  
SYDNEY

Dear Heather

**CARITAS - CORNER BURTON AND BOURKE STREET,  
DARLINGHURST**

I refer to your e-mail of 16 May.

I am not responding by e-mail because there are a number of **enclosures** with this letter which you might like to keep available for your records.

The Land Titles Office does not appear to hold a copy of Special Lease 1965/38. Nor do we hold a copy of the Lease with our records for the property. This does not matter because the Lease can be accessed by reading the Government Gazette in conjunction with Regulation 106 issued under the Crown Lands Consolidation Act 1913.

This Lease was proclaimed to exist by the Gazette on 1 April 1966 the Gazette states that the Lease incorporates subsections 1, 2, 4-5, 9-12, 25, 26, 28, 59 and 65-67 of Regulation No. 106.

① Res. see if SCOT  
has records on  
ongoing lease payment  
to the Minister for  
Land  
② If not then ask  
City B to research  
copy of all to SCOT  
for his records.

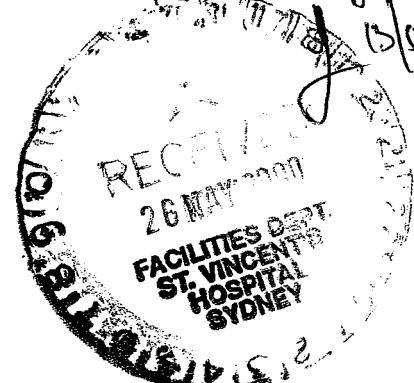
RIS

Noted.

Ref to

be complete

as part of  
Capital Programs



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1994 (NSW)

Dtdb0971



Dr Denise Robinson

17 May 2000

**I attach:**

1. Points of the relevant pages of the Government Gazette;
2. A copy of Crown Land Regulation 106 with the applicable clauses highlighted;
3. A summary of the Lease which is Special Lease 1965/38 Metropolitan issued by the Crown Lands Department; and
4. A copy of my letter to Stewart Lawler dated 25 September 1997 which briefly summarises the leasehold issues as well as Crown Land Purchase Requirements (not relevant to the issue we are discussing at present).

None of the clauses of the regulation incorporated in this Lease deal with the issue of who is responsible for the repair of the roof. Regulation 13 would have dealt with that issue and would have placed an obligation on the Hospital if it was incorporated in the Lease but it has not been incorporated.

The general law does not impose any obligation on a Landlord to repair and maintain a building. The only obligation imposed upon a Landlord is in the negative, that is to say, a Landlord must not let a building deteriorate to such an extent that the Landlord's obligation to give the tenant quiet enjoyment of the premises i.e. ensure the premises are useable for the purpose of the Lease, is breached.

Thus the question of who should repair the roof leaks becomes a question of fact. The more severe the roof leakage the better the argument to put upon the Department to fix the roof because the greater the problems caused by the Lease, the greater likelihood the Landlord could be said to be breaching the quiet enjoyment covenant.

In the first instance I suggest a letter be written to the Department asking it to repair the roof. If it claims repairs to the roof are the tenants responsibility, ask it to state on which basis it claims the repair's are the Hospital's obligation.



Dr Denise Robinson

17 May 2000

Please give me a call if you have any queries arising out of the contents of this letter.

Yours faithfully

**CUTLER HUGHES & HARRIS**

A handwritten signature in black ink, appearing to be 'Tom Boyce', written over a circular stamp.



**TOM BOYCE**

Accredited Property Law Specialist  
**PARTNER**

(8480)

IT is hereby notified that the Special Leases in perpetuity of the land specified in the annexed Schedule have been granted to the undermentioned persons.

The leases are subject to the provisions of the Crown Lands Consolidation Act, 1913, and the Regulations thereunder, and to the special conditions, provisions, exceptions, covenants and reservations set out at the foot of the Schedule.

The annual rental shown is for the first ten years of the term of the lease only and is subject to redetermination at the end of that period and at the end of each subsequent period of ten years.

# NOTIFICATION OF GRANTING OF SPECIAL LEASES IN PERPETUITY

Any amounts which have been paid in excess will be refunded upon application to the Under Secretary for Lands. If not claimed, the amounts will be appropriated to future charges as they fall due.

The amount shown in the Schedule hereunder as payable by the lessee must be paid to the Crown Land Agent of the District or to the Under Secretary for Lands, Sydney, within one month after the date of the notice calling for payment which will shortly be issued by the Under Secretary for Lands.

Sydney, 1st April, 1966.

Non-payment will render the lease liable to forfeiture, and should forfeiture be declared all moneys lodged with the application will become forfeited to the Crown.

Notices calling for payment of amounts falling due in the future will be issued prior to the date upon which such amounts become due and payable.

T. L. LEWIS, Minister for Lands.

## SCHEDULE

Page No. of Papers	No. of Lease	Name and Address of Lessee	Situation and Area of Land	Purpose of Lease	Date of commencement of Lease	Annual Rent	(1) Survey Fee (2) Stamp Duty (3) Amount of expenditure chargeable	Rent required to complete payments to 31 Dec., 1966	Amount paid on application and not at credit	Balance		Shire or Municipality
										Payable by Lessee	Excess at Credit	
Tenure 1965-6540	1960-17, Deniliquin.	Dann, Rolfe John and Dann, Nancy Beryl, trading as R. J. Dann and Co. c/o P.O. Box 171, Barham.	Parish, Barham, county Wakool, portion 120. Area, 4 acres 0 roods 19 perches.	Sale yards ..	1 April, 1966 ..	\$ 20.00	\$ (1) 54.98 (a) (2) ..... (3) 16.00	\$ 15.07	\$ 8.60	\$ 77.45	\$ .....	Wakool.
1965-5717	1965-38, Metropolitan	Skewes, Edna Mavis, Sister (Religious Nursing Order), St. Vincent's Convent, Victoria Street, Potts Point, Elphick, Alice Nolan, Sister (Re- ligious Nursing Order), c/o. St. Vincent's Hospital, Darlinghurst and McDonough, Fred- erick, Company Secretary, c/o. St. Vincent's Hospital, Darlinghurst, as Trus- tees of St. Vincent's Hospital (Darling- hurst), c/o. Messrs Cutler, Hughes, Harris and Garvin, Solicitors, Box 3336, G.P.O. Sydney.	Parish Alexandria, county Cum- berland, portion 1612. Area, 1 acre 0 roods 17 perches.	Erection of buildings (Psychiatric Hospital).	1 January, 1966	4.00	(1) 44.00 (b) (2) ..... (3) 16.00	4.00	6.00	58.00	.....	City of Sydney.

**NOTIFICATION OF GRANTING OF SPECIAL LEASES IN PERPETUITY—continued**

Reg. No. of Papers	No. of Lease	Name and Address of Lessee	Situation and Area of Land	Purpose of Lease	Date of commencement of Lease	Annual Rent	(1) Survey Fee (2) Stamp Duty (3) Amount of expenses chargeable	Rent required to complete payments to 31st Dec., 1966	Amount paid on application and any other amount at credit	Balance		Shire or Municipality
										Payable by Lessee	Excess at Credit	
Tenure 1964-1922	1961-16, Murwillumbah.	Strong, Henry Alexander, c/o Messrs I. G. Bondfield, Riley and Fiford, Solicitors, P.O. Box 165, Lismore.	Parish Brunswick, county Rous, portion 329. Area, 0 acres 3 roods 20½ perches.	Business purposes (joinery, hardware and bulk-store).	1 Nov., 1964 ..	\$ 159.00	\$ (1) 63.78 (2) 3.00 (a) (3) 16.12	\$ 344.58	\$ 12.00	\$ 415.48	\$ .....	Byron.
1964-1922	1960-28, Murwillumbah.	Bashforth, Edgar, of P.O. Box 7, Brunswick Heads.	Parish Brunswick, county Rous, portion 327. Area, 0 acres 2 roods 3 perches.	Depot and erection of buildings (service shed).	1 Nov., 1964 ..	82.00	(1) 63.78 (a) (2) .... (3) 16.12	177.70	6.00	251.60	.....	Byron.
1964-4996	1963-19, Orange.	Barnes, George Henry, of 274 Byng Street, Orange.	Parish Clinton, county Bathurst, portion 102. Area, 3 acres 1 rood 26 perches.	Residence ..	29 Jan., 1966 ..	4.00	(1) 31.00 (a) (2) .... (3) 16.00	12.30(c)	6.00	53.30	.....	Canobolas.

a Actual cost of survey. b Scale rate survey fee in full. c Including \$8.60 rent for use and occupation of the land from the 24th August, 1964 to 28th January, 1966, at the rate of 50 cents per month.

**SPECIAL CONDITIONS, PROVISIONS, EXCEPTIONS, COVENANTS AND RESERVATIONS**

Special Lease 1960-7, Demiliquin. R. I. Dann and Company.—The lease shall be subject to subsections 1 to 7, 9 to 13, 15, 16, 18, 19, 24 to 26, 33, 35, 44, 52, 59, 65, and 66 of Regulation No. 106 (as amended), and to following special conditions:—(a) The lessee shall within one (1) year from the date of notification in the Gazette of the granting of the lease, or such further period as the Minister may allow, erect structures suitable for the purpose of the lease, on the land leased. (b) Lessee to construct and maintain in good order a drain along the western boundary of the lease such drain to be a continuation of the drain to be constructed on Special Lease 1960-33. The drain is to extend from northern boundary of the land leased to the depression traversing the land leased. The drain to be of similar size as that to be constructed on Special Lease 1960-33.

Special Lease 1965-38, Metropolitan Trustees of St Vincent's Hospital.—The lease shall be subject to subsections 1, 2, 4, 5, 9 to 12, 25, 26, 28, 59, and 65 to 67 of Regulation No. 106 (as amended).

Special Lease 1961-16, Murwillumbah. H. A. Strong.—The lease shall be subject to subsections 1, 2, 4, 5, 9 to 12, 15, 18, 25, 26, 28, 59, 65, 66, and 67 of Regulation No. 106 (as amended).

Special Lease 1960-28, Murwillumbah. E. Bashworth.—The lease shall be subject to subsections 1, 2, 4, 5, 9 to 12, 15, 18, 25, 26, 28, 59, 65, 66, and 67 of Regulation No. 106 (as amended).

Special Lease 1963-19, Orange. G. H. Barnes.—The lease shall be subject to subsections 1, 2, 5, 9 to 12, 15, 16, 18, 19, 23, 25, 26, 28, 35, 44, 59, 65, and 66 of Regulation No. 106 (as amended).

1. A breach of any of the conditions will render the lease liable to forfeiture.
2. The rent for each year shall be paid in advance to the Crown Land Agent of the District, or to the Under Secretary for Lands, Sydney, on or before the 31st December of the year preceding that for which it is due.
3. The area leased is exclusive of any roads, streets, or lanes within its boundaries.
4. The lease shall not confer any right to purchase the land.
5. The land leased shall be used only for the purposes for which the lease is granted.
6. The lessee shall, within one year from the date of notification in the *Gazette* of the granting of the lease, enclose the land leased, either separately or conjointly with other lands held in the same interest, with a substantial fence, and maintain such fence in efficient repair during the currency of the lease.
7. The right is reserved to the Minister to terminate the lease upon giving the lessee not less than one year's notice in writing to that effect. If the lease is terminated by the exercise of the foregoing reserved right, no compensation will be allowed in respect of such termination.
8. Upon forfeiture, surrender, expiration of the period of the lease, or termination of the lease by the Minister, all improvements on the land leased shall become the property of the Crown, and no compensation shall be payable therefor: Provided that on application within one month after such forfeiture, surrender, expiration, or termination, the Minister may permit the former lessee to remove from such land any movable improvements effected by him or at his expense: Provided further that, if directed by the Minister in writing to do so, the former lessee shall remove any structure or material from the land at his own cost and without compensation. In all cases where such permission or direction has been given, the movable improvements or structures or material, as the case may be, shall be removed within such time as the Minister may specify.
9. The lessee shall not remove any fixed improvements from the land leased during the currency of the lease, except with the consent in writing of the Minister first obtained.
10. The lessee shall pay all rates and taxes and all fees and charges under the Local Government Act, 1919, as amended by subsequent Acts, upon the land leased during the currency of the lease.
11. All rights (except residence on land under cultivation) which are conferred by any Mining Act or Acts of New South Wales, with respect to Crown Lands, are reserved with respect to the land leased.
12. The lessee shall hold and use the land leased *bona fide* in his or her own interest, and shall not transfer, except by way of mortgage, or release of mortgage, assign or otherwise in any way deal with the lease or sublet or part with the possession of or take stock on agistment on the land leased or any part thereof, except with the consent in writing of the Minister first obtained.
13. The lessee shall keep any improvements, the property of the Crown, upon the land leased, in good repair during the currency of the lease, fair wear and tear excepted.
14. The right is reserved to the Minister to withdraw from the lease at any time, and from time to time, any land required for mining or any mining purpose, or for any public purpose, and the lessee shall not be entitled to any compensation whatsoever therefor, or for severance. In the event of any withdrawal as aforesaid, the lessee shall be entitled, subject to the approval of the Minister, to remove any movable improvements, or to a fair and reasonable compensation for his interest in any improvements belonging to him on the land so withdrawn. The amount of such compensation shall be ascertained by multiplying a sum representing the fair value of the improvements by a fraction of which the numerator shall be the unexpired term of the lease, and the denominator the full term of the lease. In case the Minister and lessee shall not agree as to the amount of compensation as aforesaid the matter shall be submitted for the determination of the Local Land Board; and the decision of the Board or the Land and Valuation Court, on appeal shall be final and conclusive.
15. All rights conferred upon the public in the terms of any reservation in regard to the land leased are reserved.
16. The lessee shall not interfere with the right of the public to the use of any roads, streets, lanes or tracks within the land leased.
17. If the lease be for grazing purposes only, the land leased may be cultivated to the extent necessary for the growth and spread of pasture grasses, but no further.
18. The lessee shall throughout the currency of the lease effectually destroy or cause to be destroyed all of any of the following on the land leased, viz.: Bathurst burr, noogoora burr, African box thorn, Mexican poppy, prickly-pear, lantana, blackberry, wild tobacco, fireweed, crofton weed, mint weed, St. John's wort, serrated tussock, briars, and all scrub (except edible scrub), undergrowth, and such plants or weeds as are, or may from time to time be declared noxious under the Local Government Act, 1919, as amended by subsequent Acts, in all municipalities and shires, or in the particular municipality or shire in which the land leased, or any part of it, is situated.
19. The lessee shall take effective steps to keep the land leased free from foxes, rabbits, and other noxious animals during the currency of the lease.
20. During the whole currency of the lease the land leased shall be open to the operation of miners' rights and business licenses without interference or annoyance by the lessee, and the lessee shall post at each place of access to the land leased calico notices, indicating, for public information, that such land is subject to the operation of miners' rights. Such notices shall be erected and maintained to the satisfaction of the District Surveyor.
21. The lessee shall when fencing the land leased and at any future time when required by the Minister, provide, and subsequently maintain convenient gates of access for the use of miners and persons authorised to obtain timber or other material from such land.
22. Mining operations may be carried on upon and in the lands below the land leased and upon and in the lands adjoining the land leased and the lands below the same and metals and minerals may be removed therefrom and Her Majesty the Queen and the Government of New South Wales and any lessee or lessees under any Mining Act or Acts of the said State shall not be subject to any proceedings by way of injunction or otherwise in respect of or be liable for any damage whatsoever occasioned by the letting down subsidence or lateral movement of the land hereby leased or any part thereof or otherwise howsoever by reason of the following acts and matters that is to say, by reason of Her Majesty or the said Government or any person on behalf of Her Majesty or the said Government or any lessee or lessees as aforesaid, having worked or now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for worked won or removed or now or hereafter searching for working winning or removing any metals or minerals under in or from the lands lying beneath the land hereby leased or any part thereof or on in under or from any other lands situated laterally to the land hereby leased or any part thereof or the lands lying beneath the same and whether on or below the surface of such other lands and by reason of the acts and matters aforesaid or in the course thereof Her Majesty the Queen reserves the liberty and authority for Herself and the Government of the said State and any person on behalf of Her Majesty or the said Government and any lessee or lessees as aforesaid to from time to time let down without payment of any compensation whatsoever any part of the land hereby leased and/or of the surface thereof.
23. The lessee shall enter into residence on the land leased within a period of six months from the date of notification in the *Gazette* of the granting of the lease. "Residence" for the purpose of this condition shall be taken to mean continuous and *bona fide* living on the land leased as the holder's usual home without any other habitual residence.
24. The lessee shall not reside nor permit any other person to reside on the land leased.
25. Any buildings erected on the land leased shall be painted by the lessee with not less than two (2) coats of paint within twelve (12) months after the notification in the *Gazette* of the granting of the lease, or after the date of erection, whichever is the later. Painting required by this condition shall be renewed at reasonable intervals, no interval to exceed five (5) years.



26. The lessee shall not erect or permit any person to erect any buildings on the land leased except in accordance with plans and specifications approved by the Council of the local government area within which the buildings are proposed to be erected.

27. Should kerbing and/or guttering and/or paving be constructed along the frontage of the land leased and a contribution towards the cost thereof be made by the Crown, interest thereon shall be paid by the lessee to the Crown at the rate of 4 per centum per annum during the remainder of the term of the lease.

28. The lessee shall use the sanitary service (if any) provided by the Council of the local government area within which the land leased is situated.

29. The lessee shall erect gates on roads within the land leased when and where directed by the District Surveyor for public use and shall maintain same together with approaches thereto in good order to the satisfaction of the District Surveyor.

30. The lessee shall not erect or permit any person to erect any structure, except such gates as may be authorised, on roads within the land leased, and shall not cultivate or use such roads for any purpose not compatible with the use of the road by the public.

31. The Crown shall not be responsible to the lessee or his successors in title for provision of access to the land leased.

32. The right is reserved to the public of free access along the bank of the watercourse adjoining the land leased.

33. The right is reserved to the Crown and duly authorised bodies and authorised employees thereof to enter upon the land leased with any material and equipment at any time and from time to time for the purpose of constructing or maintaining any duly authorised works without interference or annoyance by the lessee.

34. The lessee shall not erect or effect within the site of any defined or designed easement any buildings excavations or other works which shall interfere with the erection and maintenance of works envisaged in accordance with the purpose of such easement and compatible with the object thereof.

35. The lessee shall indemnify and keep indemnified the Crown from and against all actions, suits, claims and demands of whatsoever nature and all costs, charges and expenses in respect of any accident or injury to any person or property which may arise out of the construction or maintenance of works as may be authorised under the lease notwithstanding that the conditions of this lease shall in all respects have been observed by the lessee or that any such accident or injury shall arise from any act or thing which he may be licensed or compelled to do hereunder.

36. The lessee shall not interfere with by ringbarking or otherwise any trees or saplings on the land leased except under the authority of a permit issued under the provisions of the Forestry Act, 1916, as amended by subsequent Acts, and Regulations thereunder, but, subject to the next succeeding condition, the lessee, with the approval of the District Surveyor may take from the land leased such timber and other material for building and other purposes upon such land, as the District Surveyor may approve, provided that such land is not comprised within a timber or forest reserve. Where the lease is for agricultural purposes other than the cultivation of natural grasses for grazing, such permit may be dispensed with when ringbarking or destruction of timber is necessary with a view to cultivation over any part or parts of the land leased, provided the area to be cultivated is defined, and that not less than three weeks' notice in writing of the intention to ringbark or destroy the timber on that area is given to, and written permission is first obtained from, the local Forestry Officer.

37. Notwithstanding any other condition annexed to the lease the lessee shall carefully preserve all timber, scrub, vegetative cover and any regeneration thereof (excepting noxious plants) on the following parts of the land leased—

(a) between the banks of and within strips at least one chain wide along each bank of any creek and/or defined watercourse;

(b) within strips at least one and a half chains wide on each side of the centre line of any depression, the sides of which have slopes in excess of one (vertically) in four (horizontally) i.e., approximately 14 degrees;

(c) where the slopes are steeper than one (vertically) in three (horizontally) i.e., approximately 18 degrees;

(d) within strips not less than three chains wide along the tops of any ranges and main ridges.

In addition to the foregoing requirements of this condition the lessee shall preserve on so much of the land leased as is not used for agricultural purposes, preferably in well distributed clumps or strips, not less than an average of seven trees (where possible, honey producing varieties) per acre, together with any other timber, scrub, vegetative cover or any regeneration thereof which may, from time to time, be determined by the Minister to be useful or necessary for soil conservation or erosion mitigation purposes or for shade and shelter.

38. The lessee shall preserve on the land leased an average of not less than seven matured or semi-matured trees of honey producing value to each acre for shade, shelter and honey provision.

39. Notwithstanding any other condition annexed to the lease the lessee shall not interfere with by ringbarking or otherwise any timber suitable for mining purposes. Before commencement of any timber treatment under a permit issued under the provisions of the Forestry Act, 1916, as amended by subsequent Acts, and regulations thereunder, the lessee shall ascertain from the District Forester which class and type of timber shall be preserved under this condition and the lessee shall not interfere with such timber in any way.

40. The lessee shall not carry out any burning off on the land leased except with the consent of the Minister in writing first obtained and after compliance with the requirements of the Bush Fires Act, 1949, as amended by subsequent Acts. Any consent granted in accordance with this condition shall be subject to such conditions as the Minister may impose.

41. The lessee shall not overstock the land leased either wholly or in part, the decision as to overstocking to rest with the Minister. Should the Minister deem it necessary for maintenance of pastures or preservation of the fertility of such land or for the prevention of erosion thereon, he may determine the maximum number of stock that may be depastured on such land or any specified part of such land and the lessee shall not permit this number to be exceeded. Such determination may be varied by the Minister for such periods and on such further conditions as he may determine. The lessee shall furnish such returns relative to the stocking of such land as the Minister may require.

42. If at any time so directed by the Minister, the lessee shall, on such part or parts of the land leased as shall be specified in the direction adopt and maintain such agricultural or pasture improvement practices and instal such soil erosion control structures as the Minister may in such direction specify in the interests of soil conservation and the mitigation or prevention of erosion.

43. If at any time so directed by the Minister, the lessee shall, on such part or parts of the land leased as shall be specified in the direction refrain from agricultural practices for such periods as the Minister may in such direction specify.

44. The lessee shall not remove or permit any person to remove gravel, stone, clay, shells or other material for the purpose of sale from the land leased unless he is the holder of a quarry license under regulations made under the Crown Lands Consolidation Act, 1913, and has obtained the special authority of the Minister to operate on such land, but the lessee may with the approval of the District Surveyor, take from the land such gravel, stone, clay, shells or other material for building and other purposes upon such land as may be required by him as lessee.

45. The lessee shall not interfere with or permit any person to interfere with the marks in connection with the trigonometrical station erected on the land leased and the unrestricted right of access to such station by authorised persons, and also the right to clear sight lines to other such stations is reserved at all times.

46. The right is reserved to duly authorised persons to enter on the land leased and to clear sight lines and carry out any necessary work for mapping purposes.

6mm

47. The lessee shall take all necessary precautions to preserve the trigonometrical station on the land leased and the cairn, masts and vanes which might be erected on such station.

48. The lessee shall not erect or permit any person to erect any structures or obstacles and shall not plant or permit any person to plant any trees on the land leased which would make observations to and from trigonometrical stations difficult to effect.

49. Subject to tenant right, if any, held by the person who was the holder of any former lease over the land leased in any improvements effected during the currency of that lease, all improvements upon the land shall upon forfeiture, surrender, expiration of the period of this lease or termination of this lease by the Minister become the property of the Crown, and no compensation shall be payable therefor, but upon application within one month of such forfeiture, surrender, expiration or termination, the Minister may permit the former lessee to remove any movable improvements effected by him or at his expense. In all cases where such permission has been given the improvements shall be removed within such time as the Minister may specify.

50. A conviction of the lessee under the Public Health Act, 1902, or the Dairies Supervision Act, 1901, as amended by subsequent Acts respectively, will render the lease liable to forfeiture.

51. A conviction of the lessee under the Public Health Act, 1902, the Noxious Trades Act, 1902, or the Cattle Slaughtering and Diseased Animals and Meat Act, 1902, as amended by subsequent Acts respectively, will render the lease liable to forfeiture.

52. The right is reserved to the Minister to at once terminate the lease if he is of the opinion that the purpose for which it is granted is not being carried out in a cleanly manner, or is being carried out in a manner offensive to persons in the neighbourhood, or in a manner such as to be a nuisance or injurious or dangerous to health.

53. The lessee shall not interfere with rifle practice by members of duly constituted Rifle Clubs or the Commonwealth Military Forces on the land leased.

54. The lessee shall not be entitled to charge rent for the use of the rifle range or any part thereof.

55. The lessee shall indemnify and keep indemnified the Crown whether in right of the State of New South Wales or the Commonwealth of Australia, from and against all actions, suits, claims and demands of whatsoever nature in respect of any accident or injury to any person or property, resultant upon rifle practice upon the rifle range on the land leased, and shall, without right of compensation, accept all risks to which he or his property may be exposed by reason of the existence of such rifle range.

56. No compensation shall be paid to the lessee for any accident or injury to the lessee or his property resulting either directly or indirectly from operations on the rifle range on the land leased.

57. The lessee shall erect any structure proposed to be erected on the land leased to the satisfaction of the Minister, and shall keep such structure and any existing structure in good order, and efficient and sanitary condition and in a thorough state of repair and free from rats and mice throughout the currency of the lease to the satisfaction of the Minister.

58. The lessee shall take all necessary steps to have the land leased declared a "Holiday Cabin District" under the provisions of Part VIB of Ordinance 71 under the Local Government Act, 1919, as amended by subsequent Acts, and shall erect all buildings on the land leased in conformity with those provisions.

59. In the conditions annexed to the lease the expression "The Minister" means the Minister for Lands, and any power, authority, duty or function conferred or imposed upon the Minister by or under such conditions may be exercised or performed either by the Minister or by such officers of the Department of Lands as the Minister may from time to time approve.

60. For the purpose of appraisalment of rent the term of the lease shall be divided into periods. The first period shall expire on 31st December next after the expiration of nine (9) years from the date of commencement of the lease, and each succeeding period shall be for ten (10) years or for any unexpired term of less than ten (10) years at the expiration of any period. The rent for the second and each succeeding period may be reappraised either upon reference by the Minister or at the request of the lessee made during the first six (6) months of the affected period.

61. Any part of a reserve for travelling stock, camping or water supply within the land leased shall, during the whole currency of the lease, be open to the use of *bona fide* travellers, travelling stock, teamsters and carriers without interference or annoyance by lessee and the lessee shall post in a conspicuous place thereon notice-boards indicating for public information the purpose of such reserve. In fencing the lease, the lessee shall also provide gates and other facilities for the entrance and exit of travelling stock, teamsters and others; such notice-boards, gates and facilities to be erected and maintained to the satisfaction of the Stock Inspector. The lessee shall not overstock, wholly or in part, the area leased within such reserve; the decision as to overstocking to rest with the Minister.

62. The lessee shall not erect on the land leased any structural improvements other than fencing required under the conditions of the lease.

63. The lessee shall not interfere with by ring-barking or otherwise any trees or saplings on the land leased.

64. The lessee shall within one (1) year from the date of notification in the *Gazette* of the granting of the lease, or such further period as the Minister may allow, erect a dwelling on the land leased.

65. Upon forfeiture, surrender or other determination of the lease, all improvements on the land leased which are not the subject of tenant-right in any person shall become the property of the Crown, and no compensation shall be payable therefor: Provided that on application within one (1) month after such forfeiture, surrender or other determination, the Minister may permit the former lessee to remove from such land any movable improvements effected by him or at his expense: Provided further that, if directed by the Minister in writing to do so, the former lessee shall remove any structure or material from the land at his own cost and without compensation. In all cases where such permission or direction has been given, the movable improvements or structures or material, as the case may be, shall be removed within such time as the Minister may specify.

66. The right is reserved to the Minister to withdraw from the lease at any time, and from time to time, any land required for mining or any mining purpose, or for any public purpose, and the lessee shall not be entitled to any compensation whatsoever therefor, or for severance. In the event of any withdrawal as aforesaid, the lessee shall be entitled, subject to the approval of the Minister, to remove any movable improvements, or to a fair and reasonable compensation for his interest in any improvements belonging to him on the land so withdrawn. In case the Minister and lessee shall not agree as to the amount of compensation as aforesaid the matter shall be submitted for the determination of the Local Land Board; and the decision of the Board or the Land and Valuation Court, on appeal, shall be final and conclusive.

67. Should kerbing and/or guttering and/or paving be constructed along the frontage of the land leased and a contribution towards the cost thereof be made by the Crown, the lessee shall pay to the Crown the amount of such contribution within three (3) months of being called upon to do so, or in equal annual instalments over such period as the Minister may allow with interest added at the rate of four per centum (4%) per annum.

68. For the purpose of appraisalment of rent the extended term of the lease shall be divided into periods. The first period shall be for ten (10) years and each succeeding period shall be for ten (10) years or for any unexpired term of less than ten (10) years at the expiration of any period. The rent for the second and each succeeding period may be reappraised either upon reference by the Minister or at the request of the lessee made during the first six (6) months of the affected period.

6.9.65. L.B. 65.1454.

SPECIAL LEASE IN PERPETUITY,  
CONDITIONS UNDER REGULATION 106

Special Lease Application No. 65/38 Land District Metropolitan

By Trustees of St Vincent's Hospital.

St 9134-1

The lease shall be subject to conditions Nos. 1, 2, 4, 5, 7, 9 to 17, 25, 26, 28, 59 and  
65 to 67

of Regulation 106 (as set out in the following pages), and to the Special Condition(s) hereunder:

EXHIBIT "D"  
Evidence of Landlord  
Chairman RA  
Date 7.10.65

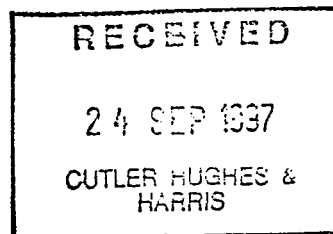
5MM

THE NSW DEPARTMENT OF LAND & WATER CONSERVATION  
State Lands Services



Your Ref : CJC:979831:njf  
Our Ref : MN80H1648  
Contact Officer : A Ilinsky  
Telephone : 9895-6237

Cutler Hughes & Harris  
Solicitors  
G.P.O. Box 3336  
Sydney NSW 2001



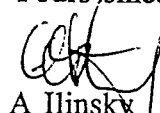
Dear Sir/Madam,

Reference is made to your recent request for information relating to Special Lease 1965/38 Metropolitan held by The Trustees of St Vincent's Hospital.

Lease documentation in relation to your request is now attached.

Please note that the lease was granted under the provisions of the Crown Lands Consolidation Act, 1913 and the attached information, while not in the same format as for common law leases, is issued by the Department of Conservation and Land Management as an equivalent document for the former holding.

Yours sincerely

  
A Ilinsky 19/9/97  
for Estate Manager  
Sydney Metropolitan

## TITLE SEARCH OF SPECIAL LEASE 1965/38 METROPOLITAN

File : MN80H1648

Holding : Special Lease 1965/38 Metropolitan

Lessee : The Trustees of St Vincent's Hospital

Area : 4477m2 being Lot 1612 D.P.752011 Parish Alexandria County  
Cumberland L.G.A. South Sydney

Purpose of Lease : Erection of Buildings (Psychiatric Hospital)

Term of Lease: Perpetuity

Annual Rent : \$700-00 as at 2nd July, 1997 subject to CPI adjustments (this represents a reduction in Market Rent which was fixed at \$6500-00)

Next Rent Review : 1st July, 2002

Conditions : Subject to conditions under Regulation 106 of the Crown Lands Consolidation Act, 1913 and Special Conditions as set out in the New South Wales Government Gazette of 1st April, 1966

Land Status : Crown Land

### The following is also attached:

- (1) Copy of computer folios
- (2) Copy of Gazette Notifications of 1st April, 1966
- (3) Copy of conditions under Regulation 106, Crown Lands Consolidation Act, 1913
- (4) Copy of Lease Diagram
- (5) Copy of Memorandum S700000C

To obtain details in respect of the rental status you should apply for a financial search from our Land Revenue Branch at GPO Box 39, Sydney 2001.

The foregoing information constitutes the full tenure information available in relation to this particular lease which was granted under the provisions of the former Crown Lands Consolidation Act, 1913 and remains in force as a continued tenure subject to the repealed provisions of that Act as provided in the Crowns Lands (Continued Tenures) Act, 1989 and the Crown Lands Act, 1989.

19. 9.1997

8.00AM

EDITION 6

28. 4.1995

LOT 1612 IN DEPOSITED PLAN 752011  
AT DARLINGHURST  
LOCAL GOVERNMENT AREA: SOUTH SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
(FORMERLY KNOWN AS PORTION 1612)  
TITLE DIAGRAM: SEE CROWN PLAN 9110.2030

ESTATE: PERPETUAL LEASEHOLD

HELEN ANNE CLARKE, MARIE HAREN AND PETER JAMES FERRIS AS JOINT  
TENANTS (R 038367)

- KE 1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
KG 2. CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000C  
3. EXCEPTING ANY ROADS AND RESUMED LAND  
AA 3. SUBJECT TO THE CONDITIONS CONTAINED IN THE GOVERNMENT GAZETTE  
DATED 1.4.1966  
4. SPECIAL LEASE 1965/38 METROPOLITAN

Next=P/N

1st=P/1

Last=P/L

Previous=P/P.

Enter Next Trans: P/1  
fuji 15:55:03

- KT 5. SUBJECT TO THE PROVISIONS OF THE CROWN LANDS CONSOLIDATION  
ACT, 1913 PARTICULARLY AS REGARDS PAYMENT OF ANNUAL RENT AND  
OTHER DUES, RESTRICTIONS ON DEALINGS AND RESTRICTIONS ON  
SUBDIVISION - SEE CLAUSE 12 OF REGULATION 106 AND SECTION 257
- EA 6. DP804753 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE  
DESCRIBED

UNREGISTERED DEALINGS: R 3323281 DP869518.

Next=P/N

1st=P/1

Last=P/L

Previous=P/P

Enter Next Trans: RG:  
fuji 15:55:11

Our Ref: CJC:979831:njf  
Direct Line: 9290 6258

25 September 1997

Dr Denise Robinson  
Executive Director  
St Vincent's Hospital  
406 Victoria Street  
DARLINGHURST NSW 2010

**Attention: Stewart Lawler - Redevelopment Project Director**

Dear Stewart

**PROPERTY: CORNER BURTON & BOURKE STREETS,  
DARLINGHURST**

We refer to our previous telephone conversations concerning this property and the possibility of selling the land. We have now completed our title searches and advise as follows:

1. **Perpetual Leasehold Transfer**

The property is held by the Trustees of St Vincent's Hospital under a Perpetual Lease granted by the New South Wales Government in 1965 over Crown Land.

We **enclose** a copy of the relevant pages of the New South Wales Government Gazette on which we have highlighted the grant of lease. As you will see, the Lease is subject to various conditions set out in Regulation 106. We **enclose** a copy of this Regulation on which we have highlighted the applicable conditions.



We summarise the relevant features of this Lease as follows:

- (a) the leased land may only be used for its permitted use *ie* erection of buildings (psychiatric hospital); and
- (b) the Lease may not be assigned without the prior written consent of the Minister. Further, the lessee is required "to use the land leased bona fide in his or her own interest" (Regulation 12).

The sale of the property is restricted by the terms of the Lease. In particular, the sale would be subject to obtaining consent from the Minister for the assignment of Lease and the future use of the property would be limited to the permitted use under the Lease *ie* a psychiatric hospital.

## 2. Crown Land Purchase

As noted above, the land leased is Crown Land. The Crown Lands legislation permits land held under a Perpetual Lease to be purchased by the holder of the Lease. The mechanisms and conditions for such a purchase are set out in Schedule 1 of the Crown Lands (Continued Tenures) Act 1989. We summarise the relevant provisions in respect of this Lease as follows:

- (i) **Application** - the holder of the Lease may apply on the prescribed form for the purchase of whole or part of the land.
- (ii) **Granting Application** - the Minister has an absolute discretion to grant or refuse the application.
- (iii) **Price** - the purchase price is the "market value of the land" as determined by the Minister as at the date of the application. Any improvements made to the land by the holder of the Lease are to be disregarded.
- (iv) **Payment** - Clause 15 of the Schedule provides for payment of the purchase price together with interest at the annual rate of 8% by 33 equal annual instalments. However, this is subject to the other provisions in the Act.
- (v) **Stamp Duty & Other Payments** - the holder of the Lease is required to pay stamp duty on the purchase and other amounts including application fees, valuation and survey.

Dr Denise Robinson  
Executive Director

25 September 1997

fees as determined by the Minister. Administration costs are payable if the application is withdrawn.

- (vi) **Transfer Restrictions** - the transfer restrictions created by the Lease continue to apply to the land after the grant of the application and completion of the purchase.

The purchase of the land does not appear to assist the Trustees in the sale of this property as the transfer restrictions would remain. However, ownership of the land may enable the use of the property to be varied.

Would you please inform us if you wish us to advise you further on any of the matters raised in this letter.

Yours faithfully  
**CUTLER HUGHES & HARRIS**

**TOM BOYCE**  
Accredited Property Law Specialist



# Appendix C

**WorkCover Search**



Our Ref: D06/057092  
Your Ref: Anne Northway / J. Lasky

11 August 2006

Attention: Ms Anne Northway  
Coffey Environments  
PO Box 125  
NORTH RYDE NSW 1670

Dear Ms Northway

**RE SITE: Forbes St, Darlinghurst**

I refer to your search request of 04 August 2006 requesting information on licences to Keep Dangerous Goods for the above site.

A search of the Stored Chemical Information Database (SCID) and the microfiche records held by WorkCover has not located any records pertaining to the above-mentioned premises.

If you have any further queries, please contact Dangerous Goods Licensing staff on (02) 4321 5500.

A handwritten signature in cursive script, reading 'G. Wilsmore'.

Gabriela Wilsmore  
**A/Team Leader**  
**Dangerous Goods**

1

WorkCover. **Watching out for you.**

**WorkCover NSW** ABN 77 682 742 966 92-100 Donnison Street Gosford NSW 2250 Locked Bag 2906 Lisarow NSW 2252  
Telephone 02 4321 5000 Facsimile 02 4325 4145 WorkCover Assistance Service **13 10 50**  
DX 731 Sydney Website **www.workcover.nsw.gov.au**

WC1216LH


# Appendix D

**NSW DEC Records**

**Department of Environment and Conservation (NSW)**

Contacts | Feedback | Search

Botanic Gardens Trust | Environment Protection Authority | National Parks and Wildlife Service | Re



[Change text size](#) [EPA home](#)

EPA information ▼ Resource centre ▼ Working

**Management overview**

Site auditor scheme

Guidelines under the CLM Act

**Record of EPA notices**

- About the record
- Search the record
- Search tips
- Disclaimer

**Engaging a consultant**

Information on gasworks sites

Regulatory Impact Statement - Proposed Underground Petroleum Storage Systems Regulation

Frequently asked questions

More information about land

## Search the contaminated land record

### Search 1

To narrow your search, enter information into more than one field.

LGA Suburb Notice Type Name 

(site, owner, occupier or notice recipient)

Text of Notices Date from:  Date to: 

(Enter date as dd/mm/yyyy)

[search tips](#)**or**

### Search 2

Enter a notice number or area number.

**or**

### Search 3

This searches both the database and the text of all the notices. To broaden your search type in more words.

[search tips](#)

24 August 2006



[Send feedback](#)  
[Service charter](#)





Print



Close page

## Search results

---

Your search for: LGA: Sydney City Council

Matched 15 notices relating to 9 sites.

Suburb	Address	Site Name	Notices related to this site
Alexandria	Off Huntley Street	Alexandria Canal	2 current
Alexandria	49-59 O'Riordan Street	Cadbury Schweppes Site	1 current
Erskineville	Off Burren Street	Macdonaldtown Triangle	1 current and 1 former
Pymont	Pymont Road	Pymont Power Station	7 former
Waterloo	903-921 Bourke Street	Affected by Lawrence Dry Cleaners	3 current
Waterloo	901 Bourke Street	Affected by Lawrence Dry Cleaners	3 current
Waterloo	895-899 Bourke Street	Affected by Lawrence Dry Cleaners	3 current
Waterloo	207-229 Young Street	Affected by Lawrence Dry Cleaners	3 current
Waterloo	887-893 Bourke Street	Lawrence Dry Cleaners	3 current

Page 1 of 1



24 August 2006



Department of Environment and Conservation (NSW)

Contacts | Feedback | Search

Botanic Gardens Trust | Environment Protection Authority | National Parks and Wildlife Service | Re

Search

Change text size EPA home

EPA information ▼ | Resource centre ▼ | Working

About the public register

Search for licences, applications and notices

Search for prosecutions & civil proceedings

Exemptions

Frequently asked questions

Glossary

List of licences

About the POEO Act

Links

Terms of use

## Search the public register (POEO) for licences, applications or notices

You must enter a value in at least one field.

Name

(can be licence holder, applicant, premises or notice recipient)

Suburb

LGA

Catchment

Activity Type

Licence Type

Application Type

Notice Type

Search

Reset

[search tips](#)

or

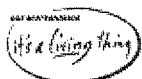
Go directly to a licence, application or notice summary

Document number

Search

Reset

24 August 20





[Send feedback](#)  
[Service charter](#)





## Search results

---

Your search for: **Suburb - Darlinghurst**

matched

1 application for a new licence

*plus* 2 licences (with applications or notices matching your search)

*plus* 3 notices (where no licence is available online. [See faq.](#))

Document number	Name	Address	Status/Notice type
11661	THE GARVAN INSTITUTE OF MEDICAL RESEARCH application summary	384 VICTORIA STREET DARLINGHURST 2010	Withdrawn
10414	SISTERS OF CHARITY HEALTH SERVICE LIMITED licence summary	406 Victoria Street DARLINGHURST 2010	Issued
11197	ST. VINCENT'S HOSPITAL SYDNEY LIMITED licence summary	390 Victoria Street DARLINGHURST 2010	Issued
1015022	DEPARTMENT OF DEFENCE notice summary	LOCKED BAG 18 DARLINGHURST 2010	Approval under Control of Burning Reg
008552	ST VINCENT'S HOSPITAL SYDNEY LIMITED notice summary	VICTORIA STREET DARLINGHURST 2010	S 80 Surrender Licence
1016909	THIESS PTY LTD notice summary	LOCKED BAG 26 DARLINGHURST 2010	Approval under Control of Burning Reg

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