# Voluntary Planning Agreement

(Section 93F Environmental Planning & Assessment Act)

**The Council of the City of Shoalhaven & Siblow Pty Ltd**

**8-22 Weston Street**
**Culburra Beach**
**DA 09/1144**

**The Council of the City of Shoalhaven**
Council Administrative Centre
Bridge Road
NOWRA NSW 2541

Reference: LS13
Final: 15 September, 2009

## Parties

1. **The Council of the City of Shoalhaven** of Council Administrative Centre, Bridge Road, Nowra, NSW 2541 **(Council)**.

2. **Siblow Pty Ltd** (ACN 003 602 417) – c/ of Pritchard & Associates Pty Ltd, Level 6, 225 Clarence Street, Sydney NSW 2000 **(the Developer)**.

## Background

A The Developer owns the Site.

B. On 11 February 2009, the Developer lodged a Development Application with Council to carry out the Development on the Site and Council's Land.

C. As part of the Development Application, the Developer has offered to enter into a voluntary planning agreement to provide the Public Benefits.

D. Council wishes to accept the Developer's offer subject to the terms in this Agreement.

## Agreed Terms

## Part A – Condition Precedents

### 1. Operation of Agreement

This Agreement takes effect on the date the Development Consent becomes effective and operational in accordance with the Act.

## Part B – Provision of Public Benefits

### 2. Car Park Land

#### 2.1 Transfer of Land

The Developer must, at no cost to Council, transfer the Car Park Land to the Council within 21 days of the issue of the first Construction Certificate for the Development Consent.

#### 2.2 Default by Developer

If the Developer fails to transfer the Car Park Land to the Council in accordance with **clause 2.1**:

(a) the Developer agrees the Council has the right to buy the Car Park Land for the consideration of $1.00 (one dollar); and

(b) for the purpose of effecting the transfer of the Car Park Land to the Council only, the Developer hereby irrevocably appoints the Council to be an attorney with authority to execute such documents as are necessary to give effect to the transfer of the Car Park Land to the Council; and

(c) the Developer must comply with any directions by the Council in respect of the transfer of the Car Park Land to the Council

### 2.3 Caveat

(a) Subject to 2.3(c), the Council may lodge a caveat on the Car Park Land to record its interest in the Car Park Land under **clause 2.1**.

(b) The Developer agrees not to object to the lodgment of a caveat by the Council on the Car Park Land.

(c) If the Council and Developer enter into a novation deed under **clause 12.2**, the Council must, at the time of execution of the novation deed, provide a withdrawal of caveat to allow the transfer of the Car Park Land and, following completion of the transfer by the Developer, the Council may lodge a further caveat on the Car Park Land to record its interest in the Car Park Land under **clause 2.1**.

### 2.4 Lapsing of Consent

If the Developer does not implement the Development Consent and the Development Consent lapses in accordance with the Act or the Development Consent is declared invalid, then the Developer's obligation to transfer the Car Park Land to Council will cease.

## 3. Scope & Value of Developer Works

### 3.1 First Guarantee

(a) The Developer must provide the First Guarantee within 5 business days of this Agreement taking effect under **clause 1**

(b) If the First Guarantee is provided by way of Security Deposit, Council must hold the First Guarantee in an interest bearing account on behalf of the Developer. Any interest earned by the Developer on the Security Deposit forms part of the First Guarantee.

(c) Unless the Council is entitled to exercise the Council's rights under **clause 3.4 or 3.6**, Council must return the First Guarantee (and if applicable, together with any interest earned on the Security Deposit less any charges payable to the Bank) to the Developer within 10 business days after satisfaction of the obligations under this **clause 3**.

### 3.2 Scope of Works

The parties agree the works described in **Schedule 2** comprise the Developer Works for the purposes of this Agreement. The parties further agree that, prior to submission of the construction drawings in accordance with **clause 3.4**, the Developer must prepare detailed designs for the Developer Works and must consult with the Council in respect of the detailed design of the Developer Works, having regard to the following:

(a) the extent to which the design of any part of the Developer Works has been completed to the reasonable satisfaction of Council (in its capacity as a party to this Agreement and not as a consent authority);

(b) circumstances affecting the Developer Works which were not reasonably capable of identification on or before the date of this Agreement;

(c) the extent of any design refinement identified in **Schedule 2**; and

(d) any modification to the Development Consent to be made and approved under section 96 of the Act or any other development consent granted in respect to the Developer Works

### 3.3 Notice of Plans

(a) The Council must within 14 days of receiving the detailed designs for the Developer works submitted under clause 3.1 give the Developer written notice whether or not the designs are satisfactory in the Council's view (acting reasonably).

(b) If the Council gives notice that the detailed design is not satisfactory, Council will identify the further information or modifications (as the case may be) required, acting reasonably.

(c) Subject to any dispute in relation to the Council's request for further information or modifications, in which case **clause 13** applies, the Developer must promptly amend the proposed design to take into account the requirements of Council under this **clause 3.3**

### 3.4 Developer Does Not Prepare Design

If the Developer:

(a) does not prepare the detailed design drawings in accordance with **clause 3.2**; or

(b) does not within three months of the issue of any requirements under **clause 3.3**, amend the drawings to take into account the comments made by Council,

then, unless there is an unresolved dispute under **clause 13** in respect of **clauses 3.2 or 3.3**, the Council may call on an appropriate sum from the First Guarantee for the purposes of completing the detailed designs in accordance with this Agreement

### 3.5 Construction Drawings

(a) Subject to **clause 3.4**, the Developer must, prior to the issue of the first Construction Certificate for the Development, prepare the construction drawings for the Developer Works and submit them to Council's Representative for approval, such approval is not to be delayed nor unreasonably withheld.

(b) Within 21 days of receiving the construction drawings to be submitted under clause 3.4(a), the Council may by written notice to the Developer:

(i) approve the construction drawings for the Developer Works; or

(ii) direct the Developer to vary the construction drawings for the Developer Works so as to reflect the documents or standards (as the case may be) set out in **Schedule 3**.

(c) An approval by the Council for the purpose of this **clause 3.5** means an approval solely for the purpose of acknowledging that the Developer has provided construction drawings that comply with the terms of this Agreement and does not constitute the issue of a construction certificate, the grant of development consent or any other approval under the Act.

(d) The Developer must comply with any reasonable direction given by the Council under **clause 3.5(b)(ii)** in respect of the design and implementation of the Developer Works, unless there is an unresolved dispute under **clause 13**.

### 3.6 Developer Does Not Prepare Construction Drawings

If the Developer:

(a) does not prepare the construction drawings in accordance with **clause 3.5(a)**; or

(b) does not, within three months of the issue of any direction under **clause 3.5(b)(ii)**, comply with that direction,

then, unless there is unresolved dispute under **clause 13** in respect of **clause 3.54**, the Council may call on an appropriate sum from the First Guarantee for the purposes of completing the construction drawings in accordance with this clause 3.

### 3.7 Value of Works

(a) The value attributed to the Developer Works is set out in **Schedule 2**.

(b) The Developer expressly acknowledges and agrees that:

(i) the costs of the work set out in **Schedule 2** are estimates only; and

(ii) the Developer is not entitled to change or reduce the Developer Works by reason only that the costs actually incurred are greater than those anticipated and evidenced in **Schedule 2**.

## 4. Construction of Developer Works

### 4.1 Access to Council's Land

The Council will allow the Developer access to Council's Land for the purpose of carrying out the Developer Works:

(a) without payment of rent, licence fee or other occupation payment by the Developer; and

(b) on execution of an occupation licence which may contain provisions which are reasonably required by Council in the circumstances, including reasonable provisions about work hours, lighting, insurance, occupational health and safety matters, term and indemnities.

### 4.2 Approvals and Consents

The Developer must (at its cost):

(a) obtain all relevant approvals and consents for the Developer Works whether from the Council or any other relevant Authority; and

(b) before commencing the Developer Works, give to the Council copies of all Authority approvals and consents for the Developer Works, including copies of any construction certificate issued for the Development, except those granted by the Council.

## 4.3 Construction of Work

The Developer must (at its cost):

(a) carry out the Developer Works in accordance with the detailed design drawings prepared under **clause 3.1** or **3.3** and the construction drawings prepared under **clause 3.4** or **3.5**.

(b) carry out the Developer Works in accordance with all Authority approvals and consents relating to the Developer Works; and

(c) ensure that the Developer Works are constructed in a good and workmanlike manner so that they are structurally sound and reasonably fit for their purpose and suitable for their intended use; and

(d) comply with all reasonable directions from the Council in respect of the construction of the Developer Works.

## 4.4 Inspections of Works

(a) The Council as a party to this Agreement and not as a consent authority may (but is not obliged) at reasonable times and on reasonable notice inspect the Developer Works during the course of construction.

(b) The Council will promptly in good faith inform the Developer, in writing, of any material or significant defect, error, or omissions relating to the construction or installation of the Developer Works identified during or as the result of such inspection.

(c) The parties agree that any failure to identify a defect, error and omission, will not be construed as amounting to an acceptance by Council of that defect, error or omission.

## 4.5 Completion of Works

When, in the opinion of the Developer, the Developer Works have reached a state of Completion, so that Council could issue a notice under **clause 4.6(a)(i)**, the Developer must notify the Council's Representative in writing and must include in that notice:

(a) a statement from the person with direct responsibility for carriage and supervision of that work that in their opinion the Developer Works have reached Completion;

(b) copies of any warranties, guarantees, maintenance information or other material reasonably required for the ongoing maintenance or management of the work; and

(c) at least three sets of the "as built" drawings of the Developer Works, including one set in electronic format

## 4.6 Final Inspection by Council

(a) Within 10 business days of receipt of a notice under **clause 4.5**, Council's Representative will inspect the Developer Works and must by written notice to the Developer:

(i) agree that Completion has been achieved; or

(ii) disagree that Completion has been achieved and identify the errors or omissions and which in the opinion of Council's Representatives prevent Completion

(b) Nothing in this **clause 4.6**, or in any notice issued under this **clause 4.6**, will be construed to reduce or waive in any manner the Developer's responsibilities to correct minor defects or minor omissions, whether or not these are identified by Council.

(c) If a notice is given by the Council under **clause 4.6(a)(ii)**, the Developer must carry out any and all work necessary to correct errors or omissions and issue a further notice to the Council under **clause 4.5** once the Developer is of the view that the further work has reached a state of completion.

## 4.7 Date of Completion of Developer Works

The Developer must ensure that the Developer Works reach Completion on or before the earlier of:

(a) the date on which an Occupation Certificate is issued in respect of any part of the buildings the subject of the Development Consent; and

(b) two years after the date of the issue of the first Construction Certificate for the Development Consent.

## 4.8 Insurance

The Developer must:

(a) maintain public liability insurance, with an insurer approved by Council, with Council nominated as an interested party, for an amount not less than the amount stated in **Item 7 of Schedule 1** covering all aspects and staging of the Developer Works;

(b) submit a copy of the certificate of insurance to Council before the commencement of the construction of the Developer Works and when otherwise required by the Council;

(c) maintain all other necessary insurance policies in respect of the Developer Works including, but not limited to, insurance of the Developer Works and insurance against death or injury to persons employed in relation to the undertaking of the Developer Works, and any other insurances required at law; and

(d) maintain the insurances in **clauses 4.8(a) and 4.8(c)** until the expiration of the Defects Liability Period.

### 4.9 Indemnity by the Developer

Except to the extent that the Council has, by act or omission contributed to its loss, the Developer indemnifies and releases the Council against all damage, expense, loss or liability of any nature suffered or incurred by the Council arising from any act or omission by the Developer (or any person engaged by it) in connection with carrying out the Developer Works.

## 5. Defects Liability Period

### 5.1 Defects in the Developer Works

If the Council notifies the Developer of a defect in the Developer Works within the Defects Liability Period, the Developer must remedy that defect to the reasonable satisfaction of the Council's Representative, within a reasonable period.

### 5.2 No Limitation

**Clause 5.1** does not limit any other right, power or privilege of the Council whether arising under this Agreement, any other document or otherwise at law.

### 5.3 Security for Defects Liability Period

(a) Until the expiration of the Defects Liability Period, the Council may retain from the Second Guarantee an amount equal to 10% of the Construction Costs (which the Developer may provide either as part of the existing Second Guarantee or under a new guarantee in the amount equal to 10% of the Construction Costs) as security for the performance by the Developer of its obligations under this **clause 5**.

(b) If the Developer does not rectify any defect in the Developer Works within the period specified in any notice issued under **clause 5.1**, the Council may:

(i) rectify the defect in the Developer Works; and

(ii) make an appropriation from the Second Guarantee to reimburse itself for all costs and expenses the Council has reasonably incurred in rectifying the defect.

## 6. Extensions of Time

### 6.1 Developer to Notify & Request Extension

When it becomes evident to the Developer that anything, including:

(a) an act or omission of the Council;

(b) delay or disruption caused by the Council, or a breach of this Agreement by the Council;

(c) an event of Force Majeure; or

(d) a change in Legislative Requirements,

may delay the performance of any obligation under this Agreement, the Developer may within 20 business days of becoming aware of the event notify the Council in writing with details of the possible delay and the cause and request an extension of time to perform the relevant obligation.

### 6.2 Contents of Notice

A notice under **clause 6.1** must:

(a) set out the facts and include all supporting documentation on which the claim is based;

(b) state a fair and reasonable time by which, in the Developer's opinion, the date for performance of the relevant obligation should be extended, including all supporting documentation and evidence that supports that date.

### 6.3 Entitlement to Extension

If the Developer is delayed by any of the causes referred to in **clause 6.1** and such cause:

(a) could not be reasonably avoided; and

(b) affects an activity critical for completion or performance of the relevant obligation,

the Developer will be entitled to an extension of time under **clause 6.4** for the relevant obligation if the Developer has given a notice under **clause 6.1** in accordance with **clause 6.2**.

### 6.4 Length of Extension

(a) If the Developer is entitled to an extension of time, the Council must, within 30 business days of receipt of the notice under **clause 6.1**, grant a reasonable extension of time.

(b) If the Council does not grant the full extension of time claimed, the Council must give the Developer notice in writing of the reason and must act reasonably in specifying an alternative period for the length of the extension of time.

(c) In the event of a dispute under this clause, **clause 13** will apply.

### 6.5 Delay by Council

If the Council fails to grant the requested extension of time claimed or to grant any extension of time within 30 business days, the Developer may invoke **clause 13**.

## 7. Security

### 7.1 Provision of Security

Within 10 business days of the issue of the first Construction Certification for the Development Consent, the Developer must provide the Second Guarantee to the Council.

## 7.2 Rights and Remedies of the Council

(a) The Council may demand on or call on the Second Guarantee if the Developer fails to remedy any default in the performance of the Developer's obligations under this Agreement (other than clause 3) within such reasonable period of time (being not less than 30 business days) as is specified in a written rectification notice given to the Developer by Council.

(b) The amount appropriated by the Council under **clause 7.2(a)** must be applied towards:

(i) the reasonable costs and expenses incurred by the Council rectifying any default by the Developer under this Agreement (other than clause 3); or

(ii) carrying out the Developer Works; or

(iii) carrying out any other works in connection with the Site which are reasonably necessary for public health or safety on Council's Land.

## 7.3 Right to Claim Not Affected

The Developer acknowledges and agrees that:

(a) where the Council is entitled under this Agreement to call on the Second Guarantee, the Council may claim, and the bank will be entitled to make, payment under the Second Guarantee without reference to the Developer and despite any objection, claim or direction by the Developer to the contrary; and

(b) the rights of the Council under this Agreement are without derogation from the other rights and remedies available to the Council under this Agreement, at law and in equity in relation to any default of the Developer.

## 7.4 Adjustment of Guarantee Amount

(a) On each anniversary of the date of this Agreement (the **Adjustment Date**) the Second Guarantee Amount must be adjusted in accordance with the indexation formula set out below:

CRc = CRp x IPDc ÷ IPDp

where

CRc = contribution rate for the current year

CRp = contribution rate for the previous financial year

IPDc = Implicit Price Deflator Index for current year

IPDp = Implicit Price Deflator Index for previous financial year

That formula is consistent with the Council's current s94 contributions plan.

(b) The Council must give the Developer written notice of the revised Second Guarantee Amount to apply from the relevant Adjustment Date.

(c) The Developer must give the Council a replacement or further Second Guarantee so that the Council holds Guarantees for an amount equal to the revised Second Guarantee Amount no later than 10 business days after receipt of a notice given under **clause 7.4(b)**.

### 7.5 Partial Release of Guarantee

(a) The Developer may by written notice to the Council, upon completion of any distinct stage of the construction of the Developer Works, request a partial release of the Second Guarantee Any such request must be in writing.

(b) The Council may by written notice to the Developer request that the Developer provide a Quantity Surveyor Assessment of the Developer Works and the Construction Cost before considering any request made by the Developer under **clause 7.5(a).**

(c) The Council must act reasonably in response to a request under **clause 7.5(a)** and may by written notice to the Developer consent to a partial release of the Second Guarantee upon receiving:

(i) a request under **clause 7.5(a)**; and

(ii) a Quantity Surveyor Assessment (if requested) under **clause 7.5(b)**

If a request is refused, the Council must, on request, provide its reasons in writing.

### 7.6 Release of Guarantee

The Council will release the Second Guarantee, apart from any amount retained in accordance with **clause 5.3**, within 10 business days of the date it provides written notice that completion has been achieved under **clause 4.6(a)(i**.

### 7.7 Release of Security for Defects Liability Period

If upon the expiration of the Defects Liability Period:

(a) Council holds any amount of money as a result of calling on the Second Guarantee or holds any security under **clause 5.3** which has not been expended, or accounted for or referred for the purposes of **clause 5.3** or **clause 7.2**l; and

(b) the Council's Representative (acting reasonably) is satisfied that there are no actual or contingent liabilities of the Council arising as a result of the performance of any Developer Works,

then the Council will promptly pay that amount of money or return any Guarantee to the Developer or as the Developer directs.

## 8. Expenditure by Council

### 8.1 Expenditure by the Council

If the Council carries out the Developer Works, then the Council:

(a) is not required to expend more money than is secured by the Second Guarantee. The Council may in its discretion elect not to carry out items of Developer Works to ensure that the Developer Works can be achieved for an amount equal to, or less than, the amount secured by the Second Guarantee at that time; and

(b) may expend more money than is secured by the Second Guarantee but will use all reasonable endeavours to ensure that the Developer Works are undertaken after consultation with the Developer, with the intention of ensuring that the Developer Works may be completed without unreasonable or unnecessary expenditure.

### 8.2 Debt due and owing to the Council

If, under **clause 8.1(b)**, the Council expends more money than is recovered or recoverable in respect of the Second Guarantee in carrying out the Developer Works, the amount in excess of the Second Guarantee will be a debt immediately due and owing to the Council by the Developer.

## Part C – General

### 9. Planning Agreement under the Act

The parties agree that, until the Development Consent is granted, this Agreement remains an irrevocable offer to enter into a voluntary planning agreement under 93F of the Act and is governed by Subdivision 2 of Division 6 of Part 4 of the Act.

### 10. Scope and Application of Agreement

(a) This Agreement binds the parties and applies to the Site on which the Developer will carry out the Development.

(b) This Agreement partially excludes the application of section 94 of the Act to the Development, only to the extent that it would require the Developer to pay monetary contributions relating to car parking.

(c) This Agreement does not exclude the application of section 94A of the Act to the Development, but may be considered by a consent authority when imposing a requirement to pay section 94A contributions but only to the extent that those contributions consist of a contribution towards car parking.

### 11. Registration of this Agreement

### 11.1 Registration

The Developer must promptly:

(a) obtain such consents to the registration of this Agreement on the titles to the land comprising the Site as are necessary for the registration of this Agreement under section 93H of the Act;

(b) lodge the Agreement for registration with the Land & Property Information Office and take all steps to procure registration of the Agreement on the titles to the land comprising the Site under section 93H of the Act;

(c) produce to the Council within 35 days of execution of this Agreement details of lodgment of the Agreement with the Land & Property Information Office; and

(d) following registration of the Agreement, notify the Council of registration by enclosing a title search of the Site confirming the registration

### 11.2 Removal of Registration

(a) The Developer may only remove this Agreement from the titles to the land comprising the Site, or any of them, at the Developer's cost, with the written consent of the Council

(b) The Council must, within 10 business days,provide its consent under **clause 11.2(a)** in any of the following events:

(i) this Agreement is terminated for any reason; or

(ii) all of the Developer's obligations under this Agreement have been performed; or

(iii) the Development Consent lapses in accordance with the Act or the Development Consent is declared invalid

## 12. Assignments & Dealings

### 12.1 Future Owners

This Agreement is intended by the parties to bind successors in title to the Site

### 12.2 Dealings with Land

The Developer must not have any Dealings with the Site unless the Developer:

(a) first informs the proposed assignee, purchaser or other party (the **Incoming Party**) of this Agreement;

(b) provides the Incoming Party with a copy of this Agreement;

(c) enters into a novation deed with the Incoming Party and the Council, whereby the Incoming Party agrees to perform the obligations of the Developer under this Agreement;

(d) remedies any default by the Developer, unless such default has been waived by the Council; and

(e) pays the Council's reasonable costs in relation to the assignment and novation.

### 12.3 Substitution of Security

As soon as is practicable after the Developer has any Dealings with the Site and the Incoming Party executes the novation deed referred to in **clause 12.2(c)** and provides a Guarantee for the amount of the estimated costs of the unperformed work (verified by an independent quantity surveyor) in terms acceptable to the Council, the Council will, if so directed by the Developer, release the First and Second Guarantee held at that time.

### 12.4 Claim if No Substitution

If the Developer fails to comply with its obligations under this clause, then the Council may make an appropriation from the First and Second Guarantee in such amount as is reasonably required to complete the Developer's outstanding obligations to complete the Developer Works.

## 13. Dispute Resolution

### 13.1 Reference to Dispute

If a dispute arises between the parties in relation to this Agreement, then either party may seek to resolve that dispute in accordance with this **clause 13**.

### 13.2 Notice of Dispute

The party wishing to commence dispute resolution processes must notify the other in writing of:

(a) the nature, or subject matter, of the dispute, including a summary of any efforts made to resolve the dispute other than by way of this **clause 13**;

(b) the intent to invoke this **clause 13**;

(c) (if practicable) the outcomes which the notifying party wishes to achieve; and

(d) any material impact which the dispute has upon the completion of the Developer Works.

The contents of a notice issued under **clause 13.2** is deemed to be confidential.

### 13.3 Representatives of Parties to Meet

The representatives of the parties must promptly (and in any event within 14 days of written notice) meet in good faith to attempt to resolve the notified dispute. The parties may, without limitation:

(a) resolve the dispute during the course of that meeting;

(b) agree that further material, expert opinion or consideration is needed to effectively resolve the dispute (in which event the parties will in good faith agree to a timetable for resolution);

(c) agree that the parties are unlikely to resolve the dispute and in good faith agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

### 13.4 Neither Party May Constrain

If:

(a) at least one meeting has been held in accordance with **clause 13.3**; and

(b) the parties have been unable to reach an outcome identified in **clauses 13.3(a) to (c)**; and

(c) either of the parties (acting in good faith) forms the view that the dispute is reasonably unlikely to be resolved in accordance with a process agreed under **clause 13.3**,

then that party may, by 14 days written notice to the other, terminate the dispute resolution process in respect of that dispute. The termination of the process set out in this clause does not of itself amount to a breach of the Agreement.

## 14. Notices

**14.1** Any notice, consent, information, application or request that must or may be given or made to a party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

(a) delivered or posted to that party at its address set out in **Item 8 of Schedule 1**.

(b) faxed to that Party at its fax number set out in **Item 8 of Schedule 1**.

**14.2** If a party gives the other party three business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or fax number.

**14.3** Any notice, consent, information, application or request is to be treated as given or made at the following time:

(a) If it is delivered, when it is left at the relevant address.

(b) If it is sent by post, two business days after it is posted.

(c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

**14.4** If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

## 15. Review

**15.1** The parties agree to review their respective obligations under this Agreement annually on each anniversary of the date of the Development Consent until such time as all obligations have been fulfilled.

**15.2** The parties agree to:

(a) meet at a suitable location and time;

(b) appoint a representative who is duly authorised to attend the meeting to review the Agreement;

(c) participate in the review in good faith;

(d) minute all matters discussed at the meeting

## 16. General

### 16.1 Approvals & Consents

Except as otherwise set out in this Agreement, and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this Agreement in that party's absolute discretion and subject to any conditions determined by the party. A party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

### 16.2 Legal and Administrative Costs

The Developer must pay all reasonable legal and administrative costs and expenses in relation to:

(a) the negotiation, preparation and execution of this Agreement; and

(b) enforcing this Agreement.

### 16.3 Stamp Duty

The Developer is liable for and must pay all stamp duty (including any fine or penalty except where it arises from default by any other party) on or relating to this Agreement, any document executed under it or any dutiable transaction evidenced or effected by it.

### 16.4 Entire Agreement

This Agreement contains everything to which the parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this Agreement was executed, except as permitted by law.

### 16.5 Further Acts

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

### 16.6 Governing Law & Jurisdiction

This Agreement is governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.

### 16.7 Joint & Several Liability

An obligation on two or more persons binds them separately and together.

### 16.8 No Fetter

Nothing in this Agreement will be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing will be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

### 16.9 Representations & Warranties

The parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

### 16.10 Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

### 16.11 Modification

This Agreement may only be varied or replaced by a document in writing, which is signed by the parties

### 16.12 Waiver

The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

### 16.13 Relationship of Parties

This Agreement is not intended to create a partnership, joint venture or agency relationship between the parties

### 16.14 Counterparts

This Agreement may be signed in counterparts

### 16.15 GST

(a) In this **clause 16.15**:

(i) words and expressions which are not defined in this document but which have a defined meaning in GST Law have the same meaning as in the GST Law;

(ii) **"GST Law"** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999,* and

(iii) any reference to GST payable or an entitlement to an input tax credit includes a reference, as appropriate, to GST payable by, or an input tax credit entitlement of, the representative member of a GST group.

(b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under, or in connection with, this Agreement are exclusive of GST.

(c) If GST is payable in respect of any supply made by a supplier under, or in connection with, this Agreement, then to the extent that the consideration (or part thereof) payable by the recipient is:

(i) a monetary payment; or

(ii) a non-monetary payment which is not a taxable supply by the recipient, the recipient will pay to the supplier an additional amount equal to the GST payable by the supplier in respect of the supply (**GST Amount**).

(d) Subject to paragraph (g), the recipient will pay the GST Amount referred to in **clause 16.15(c)** in addition to and at the same time the consideration for the supply is to be provided under this Agreement.

(e) If GST is payable in respect of any supply made by a supplier under, or in connection with, this Agreement, then to the extent that the consideration (or part thereof) payable by the recipient is a non-monetary payment which is also a taxable supply by the recipient:

(i) at or before the time of payment of any relevant consideration by either party, the parties agree that they will each exchange tax invoices; and

(ii) if the parties exchange non-monetary consideration of unequal GST-inclusive market value:

(A) in respect of the exchange, one party (**the First Party**) will have a GST liability on its supply (**First Party Supply**) that exceeds its entitlement to an input tax credit on its acquisition in exchange for that supply (**First Party Acquisition**);

(B) the other party (**Second Party**) must make a monetary payment to the First Party equal to the positive difference between the GST payable on the First Party Supply and a full input tax credit in respect of the First Party Acquisition plus any GST payable in respect of that payment (**Payment**); and

(C) the Payment referred to in paragraph (B) above will be made by the Second Party at the time the Second Party receives a tax invoice for the First Party Supply.

(f) The parties will agree upon the market value of any non-monetary consideration which the recipient is required to provide under **clauses 16.15(e)**. If agreement cannot be reached prior to the time that a party becomes liable for GST, the matter in dispute is to be determined by an independent expert nominated by the President for the time being of the Institute of Chartered Accountants in Australia. The parties will each pay one half of the costs of referral and determination by the independent expert.

(g) The supplier must deliver a tax invoice to the recipient before the supplier is entitled to payment of the GST Amount under **clause 16.15(c)**. The recipient can withhold payment of the GST Amount until the supplier provides a tax invoice.

(h) If an adjustment event arises in respect of a taxable supply made by a supplier under, or in connection with, this Agreement;

(i) any amount payable by the recipient under **clause 16.15(c)** will be recalculated to reflect the adjustment event, taking into account any previous adjustments under this clause, and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires and the supplier will issue an adjustment note to the recipient; or

(ii) in respect of an exchange of supplies that falls within **clause 16.15(e)**, the principle in that clause will be applied, taking into account the adjustment event and any previous adjustments under this clause **16.15(h)**, tax invoices or adjustment notes will be exchanged, and a further monetary payment made as required or appropriate.

(i) Where a party is required under, or in connection with, this Agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled.

## 17. Interpretation

### 17.1 Definitions

In this Agreement the following definitions apply:

**Act** means the *Environmental Planning and Assessment Act* 1979 (NSW) (as amended) and includes any regulations made under that Act.

**Authority** means a Commonwealth, State or local government department, a Minister, body, instrumentality, trust or public authority in the exercise of a governmental regulatory function.

**Car Park Land** means the land specified in **Item 4 of Schedule 1** to be transferred to the Council free of cost in accordance with this Agreement.

**Completion** means the stage in the construction of the Developer Works when, in the discretion of the Council's Representative acting reasonably, Council gives notice under **clause 4.6** that the Developer Works are complete except for minor omissions and minor defects which are non-essential and:

(a) which do not prevent the Developer Works from being reasonably capable of being used for their intended purposes;

(b) which the Council determines the Developer has reasonable grounds for not promptly rectifying; and

(c) the rectification of which will not prejudice the convenient use of the Developer Works.

**Construction Certificate** has the same meaning as in the Act.

**Construction Costs** means the construction cost of the Developer Works determined by the Council.

**Council's Representative** means the person specified in **Item 9 of Schedule 1** who is duly authorised to give approval under this Agreement.

**Council's Land** means the land specified in **Item 2(b) of Schedule 1**, being the land upon which the Developer Works will be carried out.

**Dealing** means selling, transferring, assigning, mortgaging, charging or encumbering the Site

**Defects Liability Period** means the period of 12 months from the date on which the Developer Works reach Completion

**Developer Works** means the works described in **Schedule 2**.

**Development** means the proposal of the general nature set out in **Item 3 of Schedule 1** to be completed by the Developer in accordance with the Development Consent

**Development Application** means the development application identified in **Item 3 of Schedule 1** (including all amendments under clause 55 of the Environmental Planning and Assessment Regulation 2000) and includes plans, reports models, photomontages, material boards (as amended or supplemented) submitted to the consent authority before the determination of that Development Application

**Development Consent** means the consent granted by the Council to the Development Application for the Development including all modifications made under section 96 of the Act

**First Guarantee** means either:

(a) a Security Deposit for the First Guarantee Amount; or

(b) an unconditional bank guarantee, unlimited in time, issued by a bank licensed to carry on business in Australia that is:

(i) in favour of the Council;
(ii) for the First Guarantee Amount; and
(iii) on such other terms and conditions the Council may approve from time to time.

**First Guarantee Amount** means the amount specified in **Item 6(a) of Schedule 1.**

**Force Majeure** means an act of God, inclement weather, a strike, lockout, civil commotion, war (whether declared or undeclared), riot, blockade or insurrection, fire (including bush fire), flood, storm or tempest, smoke, earthquake, epidemic, explosion, an act or restraint of any government or semi-governmental or other public or statutory authority or any other event beyond the reasonable control of the Developer or Council

**Implicit Price Deflator Index** means the Implicit Price Deflator Index published from time to time in the Australian Statistician's Summary of Australian Statistics.

**Legislative Requirements** means includes:

(a) an Act, ordinance, regulation, instrument, by-law, award and proclamation of the Commonwealth and the State of New South Wales including the Act and associated instruments;

(b) any authorisation, licence or permit and the like, issued by an Authority and includes any Development Consent.

**Occupation Certificate** has the same meaning as in the Act.

**Public Benefits** means the public benefits identified in **Item 5 of Schedule 1** which are to be provided as a result of the Developer Works.

**Quantity Surveyor Assessment** means an assessment of the Construction Cost by an independent quantity surveyor who has at lease five years experience in the assessment of building material and construction costs.

**Second Guarantee** means an unconditional bank guarantee, unlimited in time, issued by a bank licensed to carry on business in Australia that is:

(a) in favour of the Council;

(b) for the Second Guarantee Amount; and

(c) on such other terms and conditions the Council may approve from time to time.

**Second Guarantee Amount** means the amount specified in **Item 6(b) of Schedule 1** as varied from time to time in accordance with this Agreement.

**Security Deposit** means the deposit by cash or unendorsed bank cheque with the Council.

**Site** means the land identified in **Item 2(a) of Schedule 1**, comprising part of the land the subject of the Development Application.

## 17.2 Construction

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

(a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

(b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the Shoalhaven local government area.

(c) A reference in this Agreement to dollars or $ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.

(d) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

(e) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.

(f) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.

(g) References to the word 'include' or 'including are to be construed without limitation.

(h) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns

(i) Any schedules and attachments form part of this Agreement

(j) The Explanatory Note for this Voluntary Planning Agreement is not be used to assist in construing this Agreement

Executed by the parties as an Agreement:

**Signed for and on behalf of the COUNCIL OF THE CITY OF SHOALHAVEN** by its duly authorised officer in the presence of: )

Witness:

EMMA BROOMFIELD

Name (printed):

Signature:

RUSSELL D. PIGG

General Manager:

**SIGNED** by **SIBLOW PTY LTD**, ACN 003 602 417, in accordance with its Constitution Section 127 of the Corporations Act 2001:

Director:

ANTHONY SLUAN

Name (printed):

Director/Secretary:

JOHN AFFORD

Name (printed):

## Schedule 1
## Reference Schedule

| Item | Name | Description |
|---|---|---|
| 1 | Developer's Name<br><br>Developer's ACN<br><br>Developer's Address | Siblow Pty Ltd<br><br>003 602 417<br><br>Siblow Pty Ltd c/ Corrs Chambers Westgarth<br>Level 36, 1 Farrer Place, Sydney NSW 2000 |
| 2 | (a) Site<br><br><br><br><br><br>(b) Council's Land | Lot 1477 DP 12278 (8 Weston Street Culburra)<br>Lot 1478 DP 12278 (10 Weston Street Culburra)<br>Lot 1479 DP 12278 (12 Weston Street Culburra)<br>Lot 1480 DP 12278 (14 Weston Street Culburra)<br>Lot 1483 DP 12278 (20 Weston Street Culburra<br><br>Lot 1 DP 1094219 (16 Weston Street Culburra)<br>Lot 1482 DP 12278 (18 Weston Street Culburra)<br>Lot 1484 DP 12278 (22 Weston Street Culburra) |
| 3 | Development | Supermarket, retail shops and associated car parking as identified in Development Application:DA09/1144 |
| 4 | Car Park Land | Lot 1483 DP 12278 (20 Weston Street Culburra)<br>Part Lot 1480 DP 12278 (14 Weston Street Culburra) being the area shaded yellow on the plan of Thompson Stanbury Associates Issue F Sheet 2 dated October, 2008 with the Relevant Plans |
| 5 | Public Benefits | Construction of a public car park for 75 spaces and 30 angled car park spaces and 4 motorcycle spaces along the Weston Street frontage of the Development within the road reserve |
| 6 | (a) First Guarantee Amount<br><br>(b) Second Guarantee Amount | $200,000<br><br>$3,100,000 |
| 7 | Public Liability Insurance | $20 million |
| 8 | Notices<br><br>**Council**<br>Attention<br>Address<br><br>Fax Number<br><br>**Developer**<br>Attention<br>Address | <br><br>Shoalhaven City Council<br>General Manager<br>Bridge Road, Nowra NSW 2541<br>PO Box 42, Nowra NSW 2541<br>(02) 4429 3168<br><br>Siblow Pty Ltd<br>c/ Corrs Chambers Westgarth<br>Level 36, 1 Farrer Place, Sydney NSW 2000 |

| | | |
|---|---|---|
| | Fax Number | (02) 9210 6611 |
| 9 | Council's Representative | General Manager |

## Schedule 2
## Developer Works

### Section 1
### Description of Works

1. Construction of a public car park for 75 spaces on Council's Land and the Car Park Land in accordance with the plans set out in section 3 below

2. Construction of angled parking spaces for 30 cars and 4 motorcycles along the Weston Street frontage of the Development and the frontage of the public car park within the road reserve in accordance with the plans set out in section 3 below.

### Section 2
### Estimated Costs

$3,300,000

### Section 3
### Relevant Plans

See attached plans.

### Section 4
### Design Refinement

Not applicable

## Schedule 3
## Standards

Note: These standards are intended to act as a "base point" or minimum standard if there is an incomplete design or if the design (as submitted) is likely to evolve. The standards should be reviewed. Any current manuals, practices, policies etc which may impact on the Developer Works to be included here

The priority should be to identify the most likely Council documents and then – if there are non applicable – the more generic Australia Standards.

### Section 1
### General

(a) The standards referred to in this Schedule 3 are included for information purposes only and as a guide to the relevant standards for the general nature of the work of the identified as the Developers Works in this Agreement.

(b) The Council makes no representation or warranty whatsoever as to the currency of the standards identified, or their application to the final design of any particular element

(c) If any standard is replaced or supplemented, then a reference will be deemed to include any other standards as may replace or supplement that standard.

### Section 2
### Conflict

(a) If any Australian Standard prescribes or describes a different level of material, finish, work or workmanship, than those contained in any Council standard, then the higher of the two standards apply

(b) If any one or more Council standards conflicts with another Council standard, then the Council must nominate the correct and applicable standard. The Council's decision as to the applicable standard if there is conflict is final

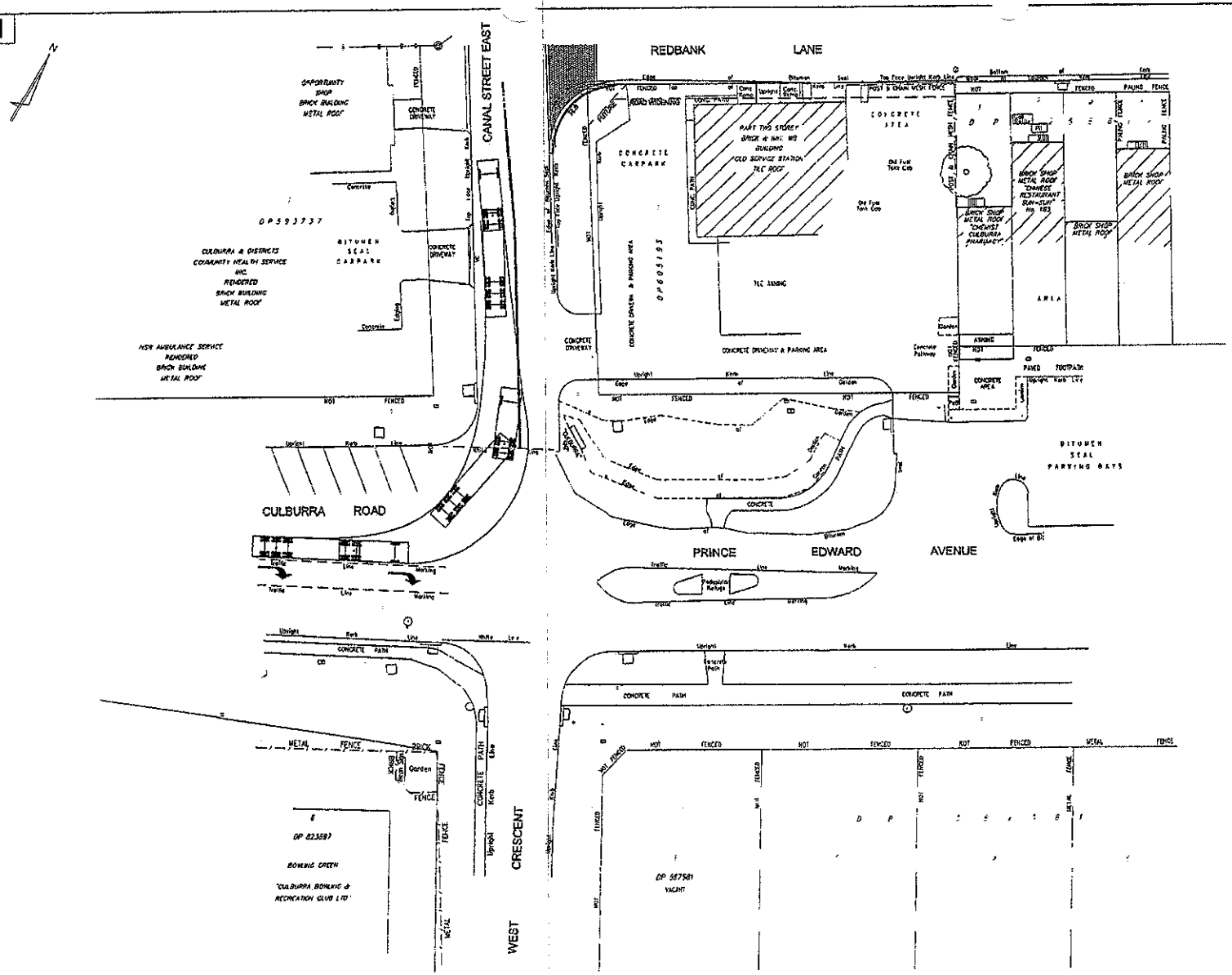
### Section 3
### Council Standards

Shoalhaven LEP 1985 (as amended)
DCP 18 - Car Parking Code
DCP 30 – Culburra Commercial Area
DCP 100 - Subdivision Code

### Section 4
### Australian Standards

AUSTROADS Guide to Traffic Engineering Practice
AS1158 – Lighting for Roads and Public Spaces
AS2890 = Parking Facilities – where relevant
AS1428 = Design for Access & Mobility – where relevant
AS1742 = Manual of uniform traffic control devices – where relevant

A1




NOTES:

1. THIS PLAN HAS BEEN BASED ON SURVEY PLANS PREPARED BY ALLEN, PRICE & ASSOCIATES - REF. 24505-01 & 24506-02 AND ARCHITECTURAL PLANS PREPARED BY CHRISTIANSEN O'BRIEN PTY LTD - REF 03003
2. THE TURNING PATHS USED ON THIS PLAN ARE BASED ON AN AUSTROADS ARTICULATED VEHICLE (19m) WITH A TURNING RADIUS OF 15.0m.
3. ALL TRUCK TURNING PATHS HAVE BEEN CREATED USING THE 'VPATH' SOFTWARE.
4. VEHICLES SHOWN ON THIS PLAN ARE ILLUSTRATIVE ONLY. CORRECT DIMENSIONS OF THE VEHICLE HAVE BEEN USED IN THE 'VPATH' SOFTWARE.

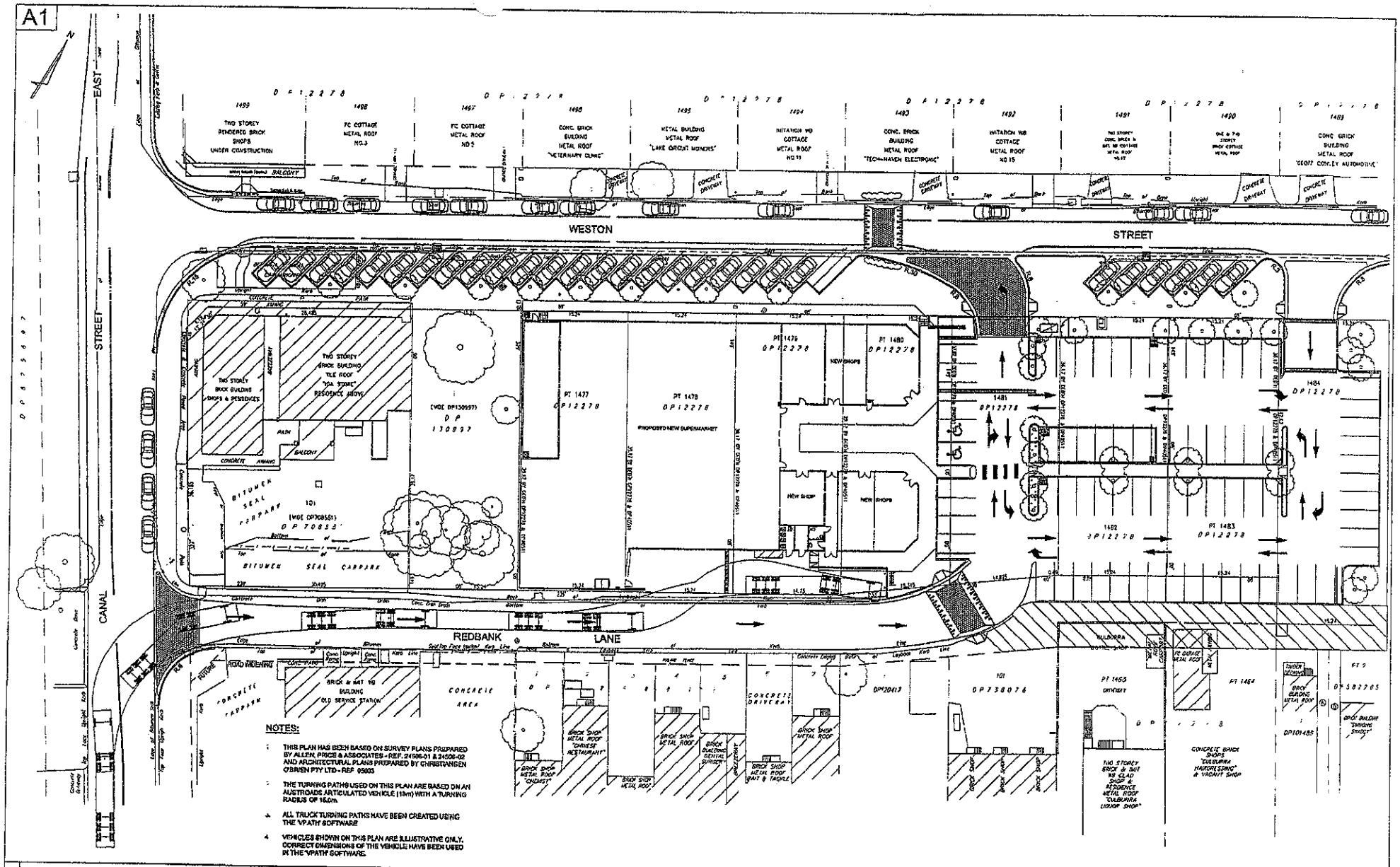
A ORIGINAL ISSUE

THOMPSON STANBURY ASSOCIATES

TRAFFIC MANAGEMENT PLAN FOR THE PROPOSED DEVELOPMENT OF A SUPERMARKET AND SHOPS WESTON STREET & REDBANK LANE, CULBURRA

| | | |
|---|---|---|
| SCALE: 1:250 | | ISSUE F |
| FILE: msd1016-i | SUPERSEDES SHEET/ISSUE - | |
| DATE: OCTOBER, 2008 | | SHEET 1 |

A1

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3. ALL TRUCK TURNING PATHS HAVE BEEN CREATED USING THE 'VPATH' SOFTWARE
4. VEHICLES SHOWN ON THIS PLAN ARE ILLUSTRATIVE ONLY. CORRECT DIMENSIONS OF THE VEHICLE HAVE BEEN USED IN THE 'VPATH' SOFTWARE.

A ORIGINAL ISSUE

THOMPSON STANBURY ASSOCIATES

THOMPSON STANBURY ASSOCIATES

TRAFFIC MANAGEMENT PLAN FOR THE PROPOSED DEVELOPMENT OF A SUPERMARKET AND SHOPS WESTON STREET & REDBANK LANE, CULBURRA

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|---|---|---|
| SCALE: 1:250 | | ISSUE F |
| FILE: msd1016-2 | SUPERSEDES SHEET/ISSUE – | |
| DATE: OCTOBER 2008 | | SHEET 2 |

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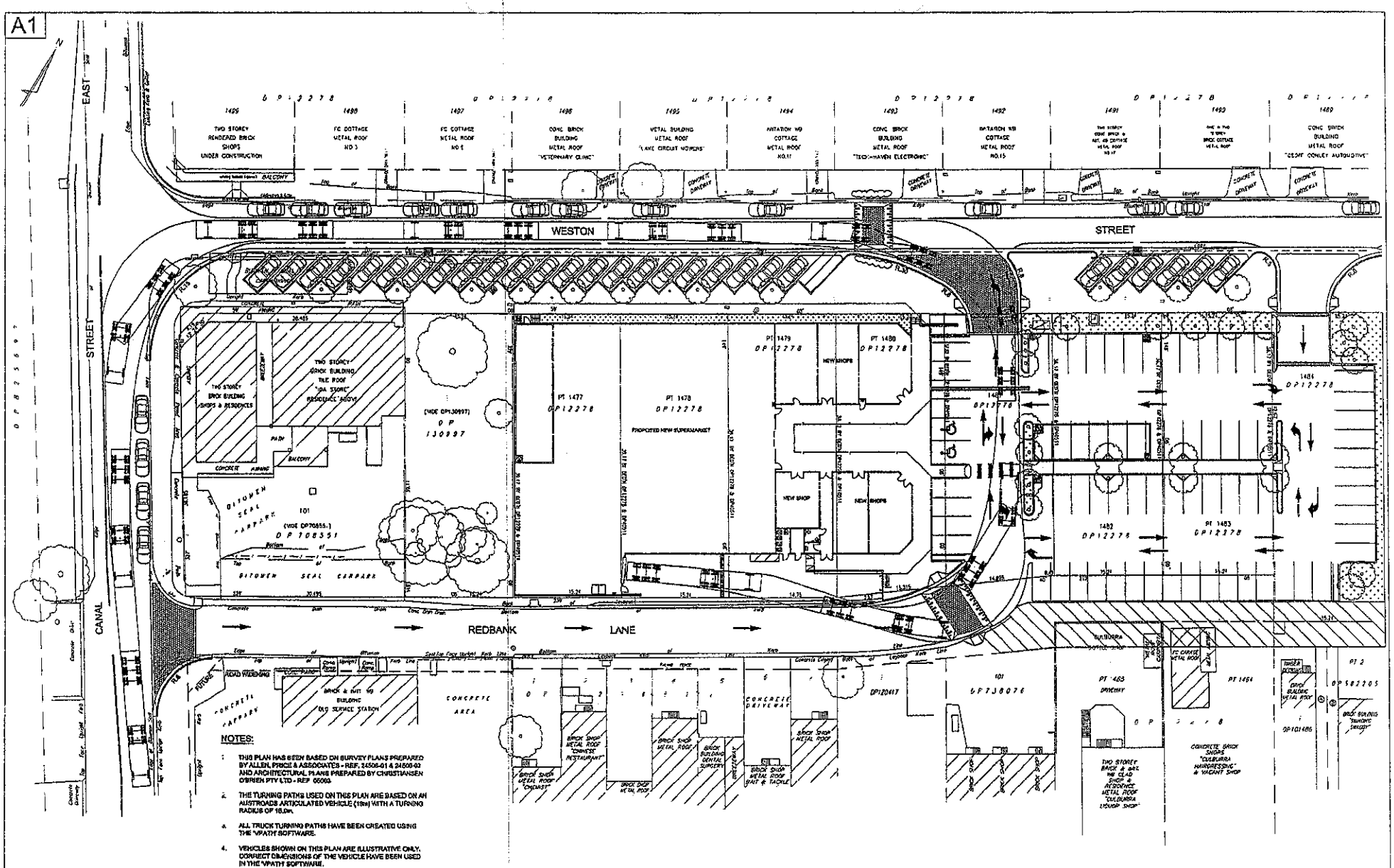


**NOTES:**

1. THIS PLAN HAS BEEN BASED ON SURVEY PLANS PREPARED BY ALLEN, PRICE & ASSOCIATES - REF. 24506-01 & 24506-03 AND ARCHITECTURAL PLANS PREPARED BY CHRISTIANSEN O'BRIEN PTY LTD - REF 05003.
2. THE TURNING PATHS USED ON THIS PLAN ARE BASED ON AN AUSTROADS ARTICULATED VEHICLE (19m) WITH A TURNING RADIUS OF 18.0m.
3. ALL TRUCK TURNING PATHS HAVE BEEN CREATED USING THE VPATH SOFTWARE.
4. VEHICLES SHOWN ON THIS PLAN ARE ILLUSTRATIVE ONLY. CORRECT DIMENSIONS OF THE VEHICLE HAVE BEEN USED IN THE VPATH SOFTWARE.

| | | | |
|---|---|---|---|
| A ORIGINAL ISSUE | THOMPSON STANBURY ASSOCIATES | | |
| | TRAFFIC MANAGEMENT PLAN FOR THE PROPOSED DEVELOPMENT OF A SUPERMARKET AND SHOPS WESTON STREET & REDBANK LANE, CULBURRA | SCALE: 1:250 | ISSUE F |
| | | FILE: msd1016-3 SUPERSEDES SHEET/ISSUE – | |
| | | DATE: OCTOBER, 2008 | SHEET 3 |

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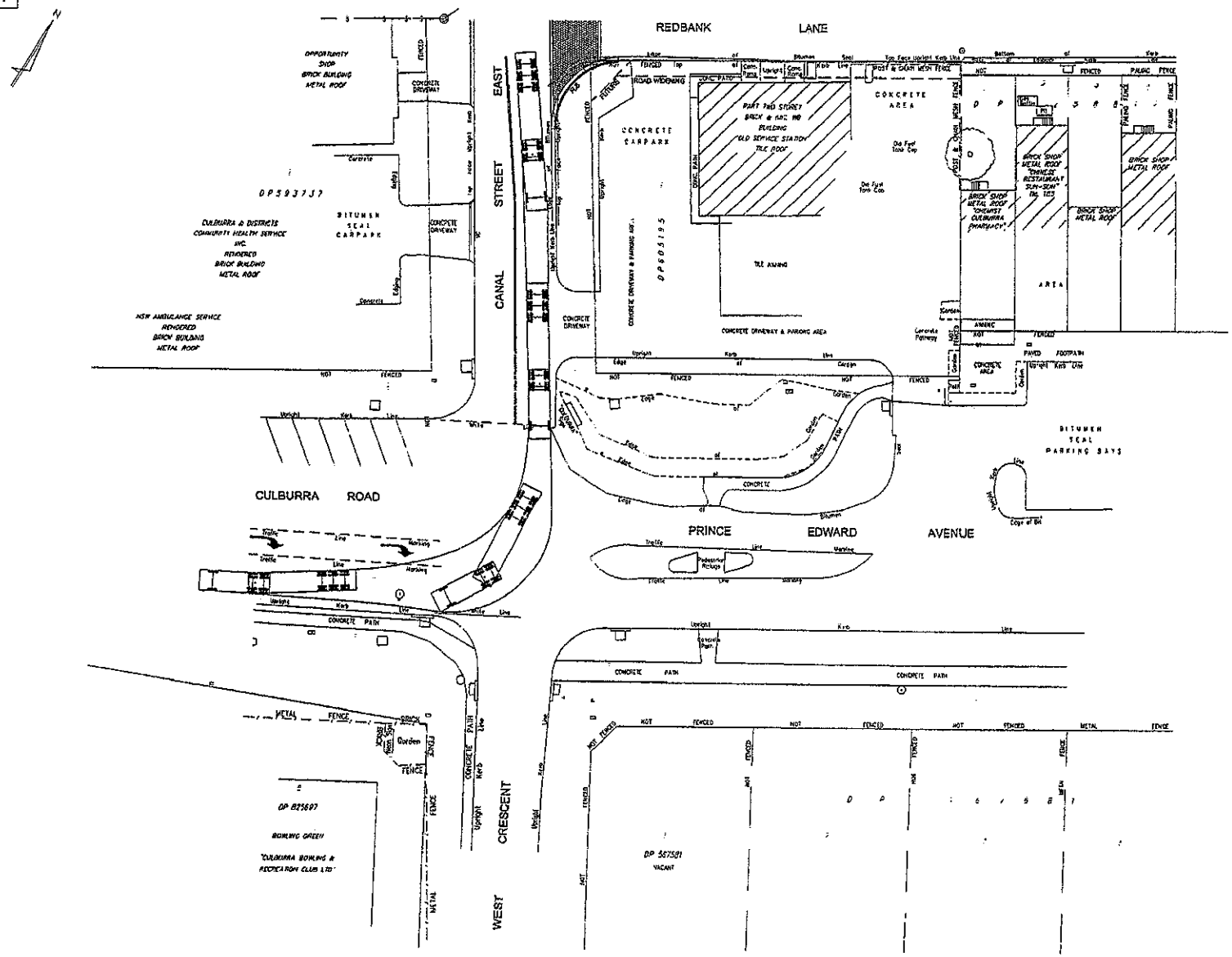


NOTES:

1. THIS PLAN HAS BEEN BASED ON SURVEY PLANS PREPARED BY ALLEN, PRICE & ASSOCIATES - REF. 24505-01 & 24500-02 AND ARCHITECTURAL PLANS PREPARED BY CHRISTIANSEN O'BRIEN PTY LTD - REF 05003
2. THE TURNING PATHS USED ON THIS PLAN ARE BASED ON AN AUSTROADS ARTICULATED VEHICLE (19m) WITH A TURNING RADIUS OF 12.5m.
3. ALL TRUCK TURNING PATHS HAVE BEEN CREATED USING THE 'VPATH' SOFTWARE.
4. VEHICLES SHOWN ON THIS PLAN ARE ILLUSTRATIVE ONLY. CORRECT DIMENSIONS OF THE VEHICLE HAVE BEEN USED IN THE 'VPATH' SOFTWARE.

A ORIGINAL ISSUE

THOMPSON STANBURY ASSOCIATES

THOMPSON STANBURY ASSOCIATES

TRAFFIC MANAGEMENT PLAN FOR THE PROPOSED DEVELOPMENT OF A SUPERMARKET AND SHOPS WESTON STREET & REDBANK LANE, CULBURRA

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| SCALE: 1:250 | | ISSUE F |
| FILE: msd1016-4 | SUPERSEDES SHEET/ISSUE -- | |
| DATE: OCTOBER, 2008 | | SHEET 4 |

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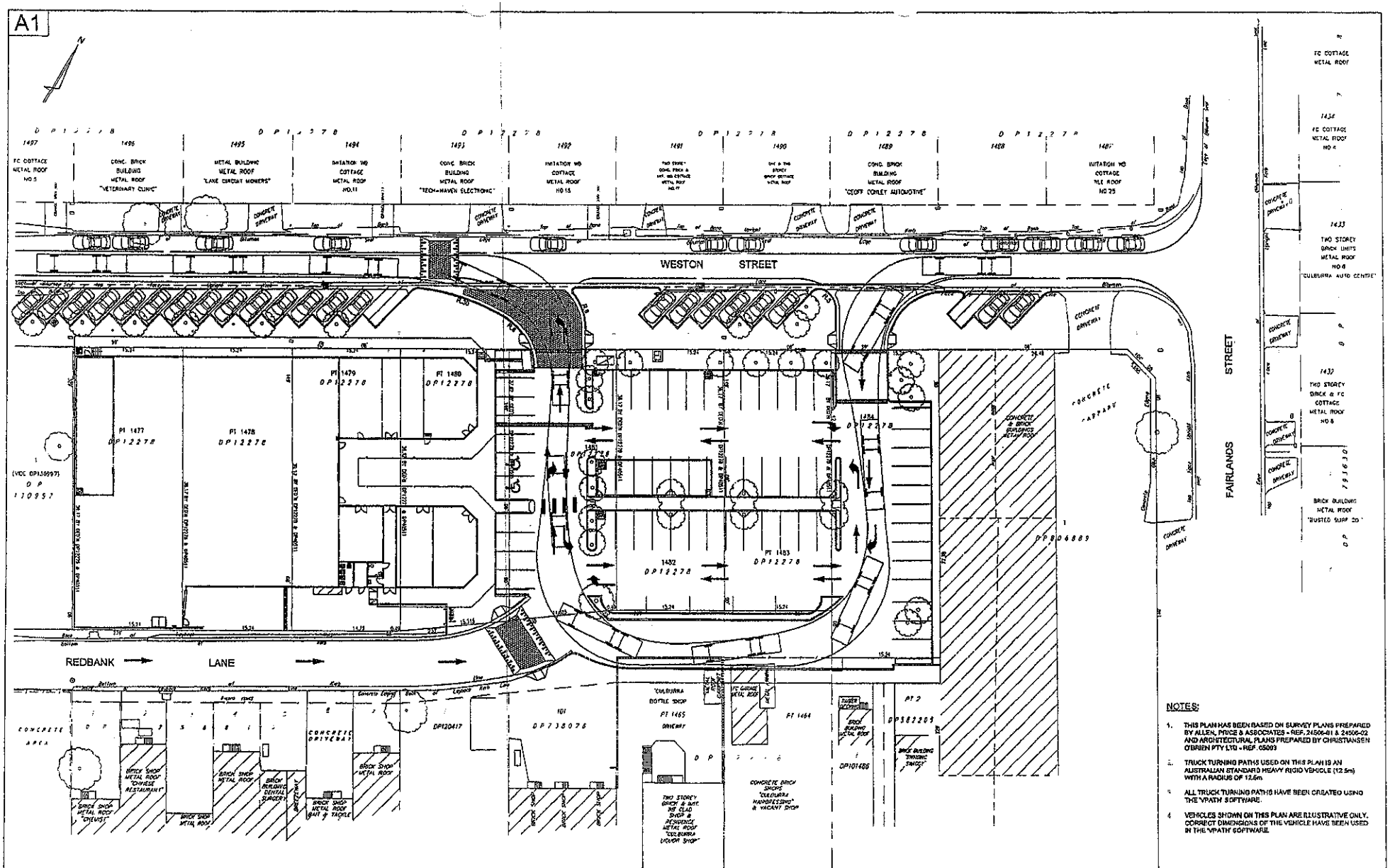


NOTES:

1. THIS PLAN HAS BEEN BASED ON SURVEY PLANS PREPARED BY ALLEN, PRICE & ASSOCIATES - REF. 24506-01 & 24506-02 AND ARCHITECTURAL PLANS PREPARED BY CHRISTIANSEN O'BRIEN PTY LTD - REF. 05003
2. TRUCK TURNING PATHS USED ON THIS PLAN IS AN AUSTRALIAN STANDARD HEAVY RIGID VEHICLE (12.5m) WITH A RADIUS OF 12.6m
3. ALL TRUCK TURNING PATHS HAVE BEEN CREATED USING THE 'VPATH' SOFTWARE.
4. VEHICLES SHOWN ON THIS PLAN ARE ILLUSTRATIVE ONLY. CORRECT DIMENSIONS OF THE VEHICLE HAVE BEEN USED IN THE 'VPATH' SOFTWARE

A ORIGINAL ISSUE

THOMPSON STANBURY ASSOCIATES

THOMPSON STANBURY ASSOCIATES

TRAFFIC MANAGEMENT PLAN FOR THE PROPOSED DEVELOPMENT OF A SUPERMARKET AND SHOPS WESTON STREET & REDBANK LANE, CULBURRA

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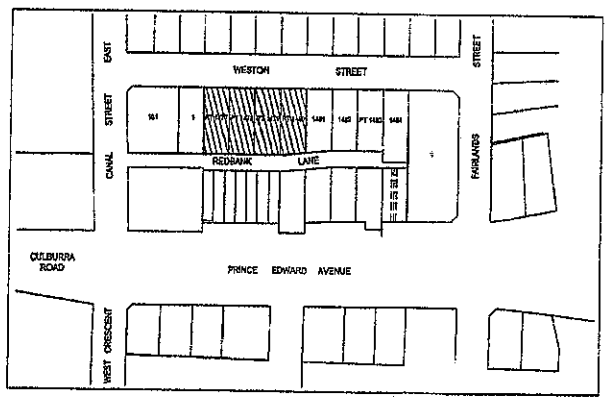
| SCALE: 1:250 | | | ISSUE F |
| FILE: msd1016-5 | SUPERSEDES SHEET/ISSUE – | | |
| DATE: OCTOBER. 2008 | | | SHEET 5 |

# SHOALHAVEN CITY COUNCIL REF. DA

## CONCEPT PLANS FOR CONSTRUCTION OF ROADWORKS & ASSOCIATED STORMWATER DRAINAGE

## PROPOSED DEVELOPMENT OF A SUPERMARKET AND SHOPS AT WESTON STREET & REDBANK LANE, CULBURRA BEACH

## CLIENT SIBLOW c/- PRITCHARD & ASSOCIATES P/L




LOCALITY PLAN

RATIO: 1:1500

| SHEET No. | DESCRIPTION |
|---|---|
| 1 | LAYOUT PLAN - UPGRADING OF WESTON STREET AND ADJACENT INTERSECTIONS |
| - | DETAIL PLAN - UPGRADING OF WESTON STREET |
| 3 | LONGITUDINAL SECTION - WESTON STREET AND TYPICAL CROSS SECTIONS |
| 4 | SELECTED CROSS SECTIONS - WESTON STREET |
| 5 | STORMWATER CONCEPT PLAN - ROAD DRAINAGE IN WESTON STREET AND REDBANK LANE |
| 6 | SIGNPOSTING AND LINEMARKING PLAN |
| 7 | SIGNPOSTING AND LINEMARKING PLAN |
| 8 | SIGNPOSTING AND LINEMARKING PLAN |


**MALCOLM SMITH PTY. LIMITED**
(ACN 063558449)
PO BOX 6188 BAULKHAM HILLS BUSINESS CENTRE 2153
PHONE: (02) 9680 1123, FAX: (02) 9680 7080, MOBILE: 0408 218575
EMAIL: mspltd@bigpond.net.au
CIVIL ENGINEERS AND DEVELOPMENT CONSULTANTS

A1

THIS IS A CONCEPT PLAN ONLY
- NOT FOR CONSTRUCTION -

ADJUST EXISTING UTILITY SERVICES, AS REQUIRED, TO SUIT PROPOSED KERB ALIGNMENT AND PAVEMENT WIDENING (BY DEVELOPER).

TRAFFIC FLOW IN WESTON STREET TO BE ONE WAY IN A WESTERLY DIRECTION.

CONSTRUCT OFF-STREET CARPARKING FACILITY IN ACCORDANCE WITH AS 2890.1-2004 INCLUDING RAISED THRESHOLD AT EXIT, PERMANENT LINEMARKING AND NUMBERING OF SPACES (BY DEVELOPER).

EXISTING PARALLEL PARKING AVAILABILITY ON NORTHERN SIDE OF WESTON STREET TO REMAIN GENERALLY 3.5m WIDE ALONG EXISTING EDGE OF BITUMEN AND SHOULDER.

REFER TO SHEETS 6, 7 & 8 FOR LINEMARKING AND SIGNPOSTING DETAILS.

TAPER NEW PAVEMENT TO EXISTING EDGE OF SEAL OVER A MINIMUM DISTANCE OF 30m (BY DEVELOPER).

ADJUST EXISTING LETTERBOX PIT TO SUIT DESIGN SHOULDER WIDTH/LEVEL (BY DEVELOPER).

INSTALL NEW PRAM RAMP AND FOOTPATH ON SOUTHERN SIDE OF WESTON STREET AND PROVIDE LINK TO EXISTING PROPOSED PRAM RAMP TO ALIGN WITH EXISTING PRAM RAMP ON NORTHERN SIDE (BY DEVELOPER).

CONSTRUCT NEW KERB & GUTTER, SHOULDER WIDENING, STORMWATER DRAINAGE ADJUSTMENTS, CONCRETE FOOTPATHING AND 45° ANGLED PARKING GENERALLY FROM CH 5.48 TO CH 184.05 (BY DEVELOPER).

CONSTRUCT PAVEMENT WIDENING ALONG WESTERN SIDE OF CANAL STREET EAST. PROPOSED SHOULDER TO BE SEALED (BY DEVELOPER).

PAVEMENT STRENGTHENING AND/OR RECONSTRUCTION IN REDBANK LANE MAY BE NECESSARY SUBJECT TO A DETAILED GEOTECHNICAL ASSESSMENT. DETAILS TO BE SUBMITTED TO COUNCIL WITH FINAL ENGINEERING DESIGNS (BY DEVELOPER).

CONSTRUCT PAVED THRESHOLD AT ENTRANCE TO REDBANK LANE (BY DEVELOPER).

RECONSTRUCT EXISTING KERB RETURN, ADJUST GULLY PIT AND EXTEND SEALED PAVEMENT TO COUNCIL'S SATISFACTION (BY DEVELOPER).

COUNCIL TO ACQUIRE A 6m x 5m SPLAY CORNER FOR ROAD WIDENING AT DEVELOPER'S COST.

COUNCIL TO MAKE PLANNING PROVISION FOR ROAD WIDENING 1.4m WIDE FOR IMPLEMENTATION WITH FUTURE DEVELOPMENT APPLICATIONS.

COUNCIL TO MAKE PLANNING PROVISION FOR THE POSSIBLE FUTURE EXTENSION OF REDBANK LANE TO SERVE SOUTH SIDE PROPERTIES INCLUDING CARRIAGEWAY EXTENSIONS, ADJUSTMENT OF PARKING SPACES AND ROAD WIDENING. DETAILS TO BE INCLUDED IN THE RELEVANT DCP.

TRAFFIC FLOW IN REDBANK LANE TO BE ONE WAY IN AN EASTERLY DIRECTION.

REMOVE EXISTING CONCRETE ROLL KERB & CONSTRUCT HEAVY DUTY DISH CROSSING SUITABLE FOR TRUCK ACCESS TO LOADING DOCK (BY DEVELOPER).

LEGEND

RAISED THRESHOLD (BY DEVELOPER)

LOW HEIGHT LANDSCAPING STRIP TO FORM PEDESTRIAN BARRIER


**MALCOLM SMITH PTY. LIMITED**
(ACN 003656449)
PO BOX 6189 BAULKHAM HILLS BUSINESS CENTRE 2153
PHONE: (02) 9680 1123, FAX: (02) 9680 7080, MOBILE: 0408 216575
EMAIL: maptyltd@bigpond.net.au
CIVIL ENGINEERS AND DEVELOPMENT CONSULTANTS


PUBLIC UTILITIES LEGEND

| | | | | | |
|---|---|---|---|---|---|
| WATER | | ELECTRICITY | | TELSTRA | |
| HYDRANT | | ELECTRICITY PILLAR | | TELSTRA PIT | |
| STOP VALVE | | POWER POLE | | TELSTRA PILLAR | |
| WATER METER | | POWER LIGHT POLE | | TELSTRA POLE | |
| TAP | | LIGHT POLE | | GAS | |
| SEWER | | STAY POLE | | GAS VALVE | |
| SEWER M/CHAMBER | | LAMPHOLE | | GAS METER | |

AMENDMENTS

15/10/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 13/10/2008)
11/05/2006 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 22/08/2006)
04/08/2005 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 24/06/2005)
12/05/2005 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 15/04/2005)

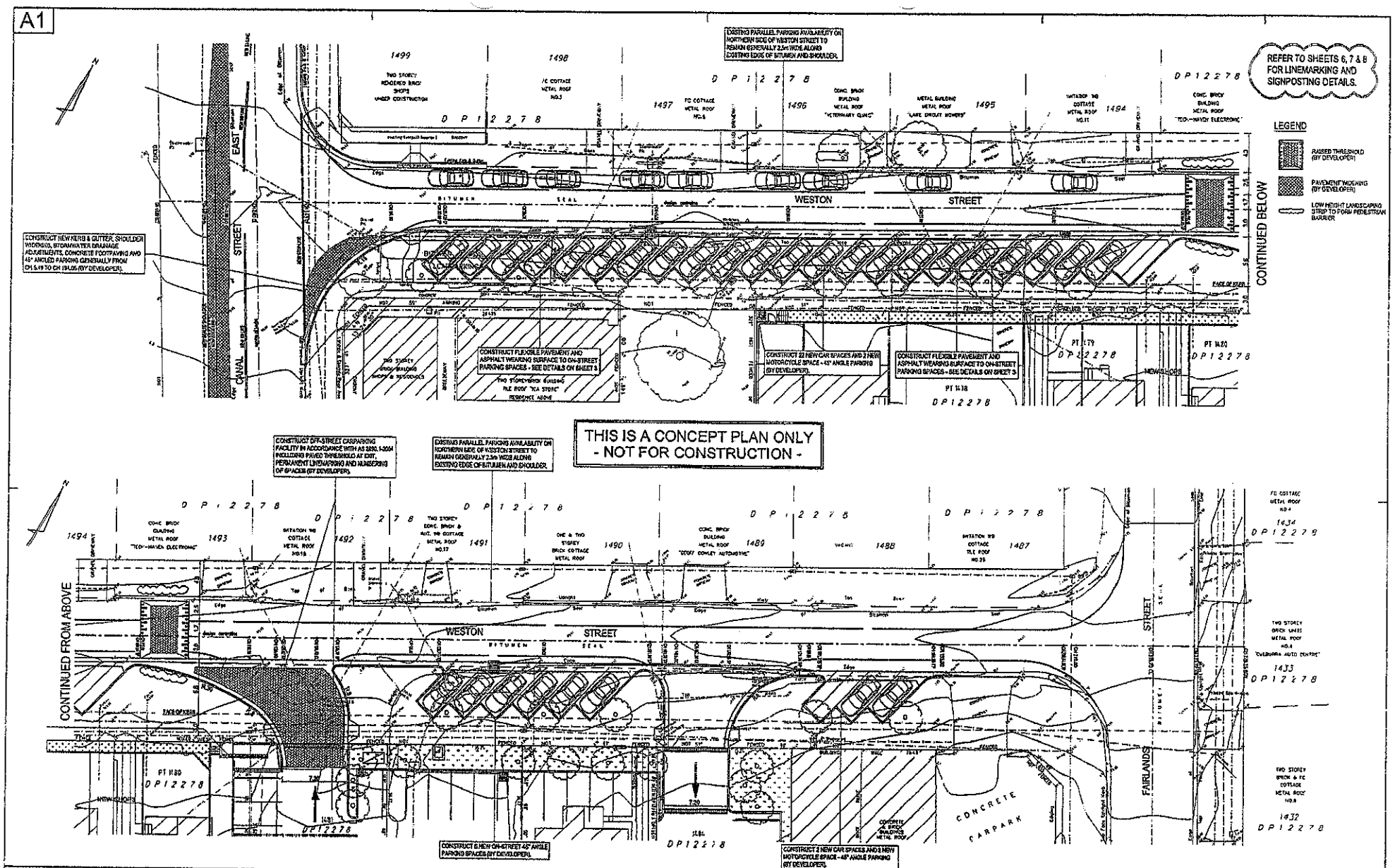
PLAN 1:500
LONG SECTION (H) (V)
CROSS SECTIONS

| | | | |
|---|---|---|---|
| RATIO | 1:500 | SURVEY | ALLEN, PRICE & ASSOCIATES |
| DATUM | A.H.D | DESIGN | BNS |
| DATE | FEBRUARY 2008 | CAD FILE | 2078-DA-1 |
| SHEET | 1 OF 8 | REF: | MS2078 |

PROPOSED DEVELOPMENT OF A SUPERMARKET AND SHOPS WESTON STREET & REDBANK LANE, CULBURRA BEACH

LAYOUT PLAN - UPGRADING OF WESTON STREET AND ADJACENT INTERSECTIONS

A1





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EMAIL: mapty1d@bigpond.net.au
CIVIL ENGINEERS AND DEVELOPMENT CONSULTANTS


**PUBLIC UTILITIES LEGEND**

| | | | | | |
|---|---|---|---|---|---|
| WATER | -W- | ELECTRICITY | -E- | TELSTRA | -T- |
| HYDRANT | | ELECTRICITY PILLAR | | TELSTRA PIT | |
| STOP VALVE | | POWER POLE | | TELSTRA PILLAR | |
| WATER METER | | POWER LIGHT POLE | | TELSTRA POLE | |
| TAP | | LIGHT POLE | | GAS | -G- |
| SEWER | -S- | STAY POLE | | GAS VALVE | |
| SEWER ACHAMBER | | LAMPHOLE | | GAS METER | |

AMENDMENTS

15/10/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 13/10/2008)
11/02/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 27/02/2008)
04/02/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 24/02/2008)
12/02/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 16/04/2008)

PLAN 1:200
LONG SECTION (H)
(V)
CROSS SECTIONS

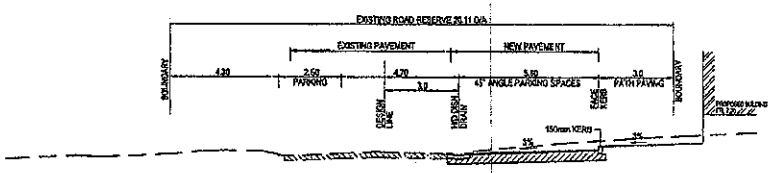
| | | | |
|---|---|---|---|
| RATIO | 1:200 | SURVEY | ALLEN, PRICE & ASSOCIATES |
| DATUM | A H D | DESIGN | BNS |
| DATE | FEBRUARY 2008 | CAD FILE | 2078-DA-2 |
| SHEET | 2 OF 8 | REF: | MS2078 |

PROPOSED DEVELOPMENT OF A SUPERMARKET AND SHOPS WESTON STREET & REDBANK LANE, CULBURRA BEACH

DETAIL PLAN - UPGRADING OF WESTON STREET

A1

THIS IS A CONCEPT PLAN ONLY
- NOT FOR CONSTRUCTION -



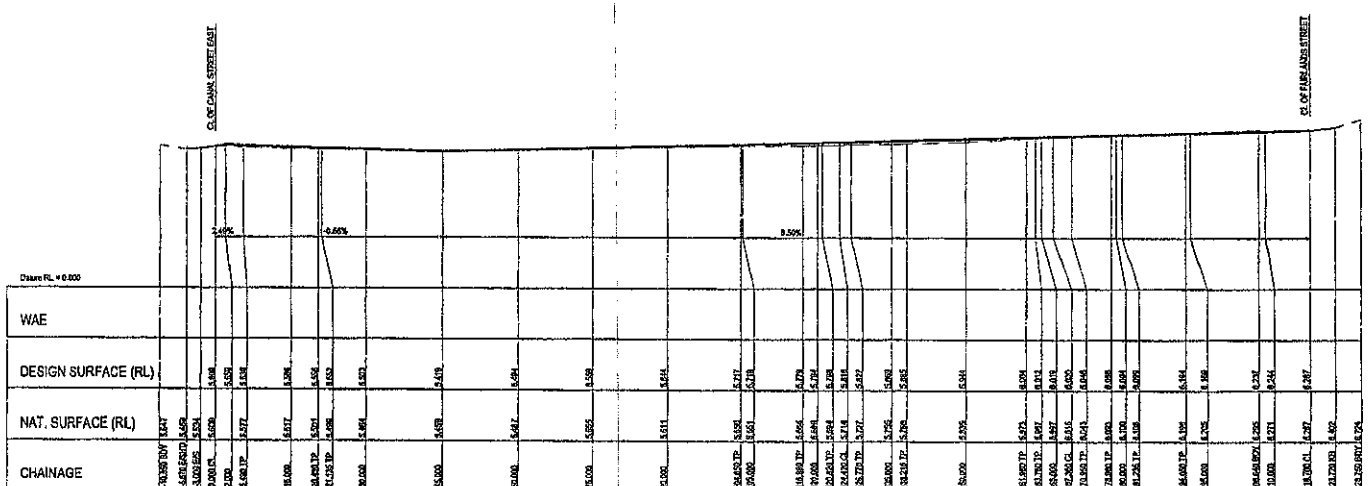

TYPICAL CROSS SECTION - WESTON STREET

RATIO: 1:100

MINIMUM NEW PAVEMENT DETAILS (DESIGN TRAFFIC LOADING 1x10⁶ESA)
(REFER PAVEMENT DESIGN REPORT BY PTY LTD - REF: )

25mm AC 10 FINAL WEARING SURFACE
25mm AC 10 INITIAL WEARING SURFACE
150mm DGB 20 BASE COURSE
300mm DGS 40 SUB-BASE COURSE

NOTE:
A DETAILED GEOTECHNICAL ASSESSMENT OF THE EXISTING PAVEMENTS IN WESTON STREET, CANAL STREET EAST AND REDBANK LANE IS REQUIRED TO DETERMINE THE NEED FOR PAVEMENT STRENGTHENING AND/OR RECONSTRUCTION. DETAILS TO BE SUBMITTED TO COUNCIL WITH FINAL ENGINEERING DESIGNS.




LONGITUDINAL SECTION - WESTON STREET

RATIO: 1:500 (H); 1:100(V)

NOTE:
ROAD DESIGN IS SUBJECT TO ADDITIONAL SURVEY INFORMATION ALONG WESTON STREET INCLUDING CROSS SECTIONS.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CIVIL ENGINEERS AND DEVELOPMENT CONSULTANTS


PUBLIC UTILITIES LEGEND

| | | | | | |
|---|---|---|---|---|---|
| WATER | -W- | ELECTRICITY | -E- | TELSTRA | -T- |
| HYDRANT | | ELECTRICITY PILLAR | | TELSTRA PIT | |
| STOP VALVE | | POWER POLE | | TELSTRA PILLAR | |
| WATER METER | | POWER LIGHT POLE | | TELSTRA POLE | |
| TAP | | LIGHT POLE | | GAS | -G- |
| SEWER | -S- | STAY POLE | | GAS VALVE | |
| SEWER M/CHAMBER | | LAMPHOLE | | GAS METER | |

AMENDMENTS

15/10/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 13/10/2008)
11/09/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 27/08/2008)
04/08/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 24/07/2008)
12/05/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 15/04/2008)

PLAN
LONG SECTION (H) 1:500 (V) 1:100
CROSS SECTIONS 1:100

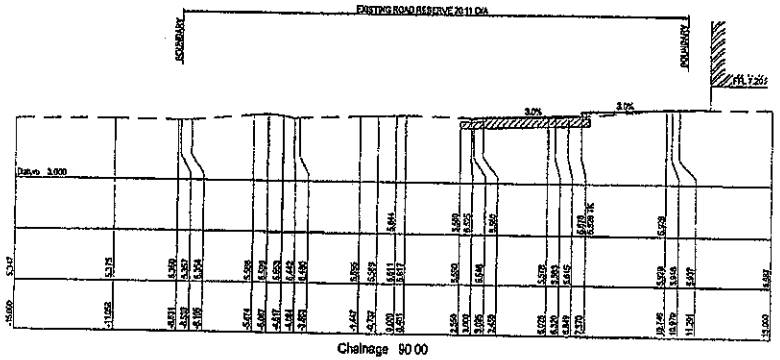
| | | | |
|---|---|---|---|
| RATIO | AS SHOWN | SURVEY | ALLEN, PRICE & ASSOCIATES |
| DATUM | A.H.D | DESIGN | BNS |
| DATE | FEBRUARY 2008 | CAD FILE | 2078-DA-3 |
| SHEET | 3 OF 6 | REF: | MS2078 |

PROPOSED DEVELOPMENT OF A SUPERMARKET AND SHOPS
WESTON STREET & REDBANK LANE, CULBURRA BEACH

LONGITUDINAL SECTION - WESTON STREET AND TYPICAL CROSS SECTIONS

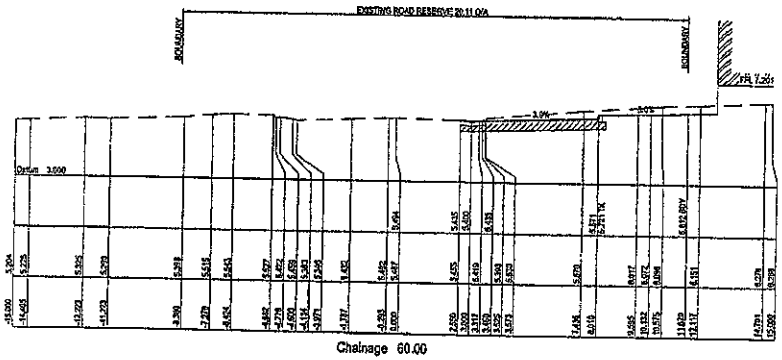
A1

THIS IS A CONCEPT PLAN ONLY
- NOT FOR CONSTRUCTION -

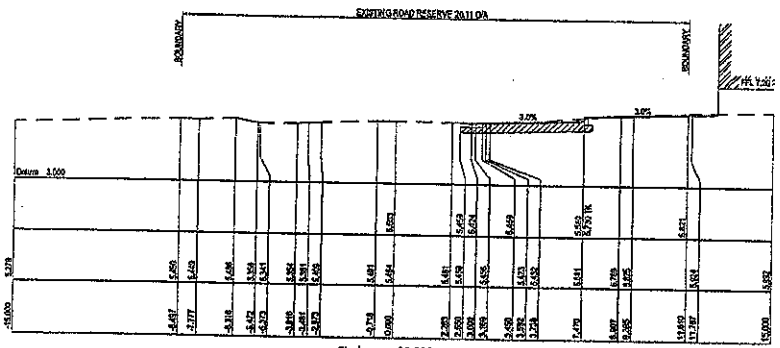



Chainage 90.00

NOTE:
ROAD DESIGN IS SUBJECT TO ADDITIONAL SURVEY INFORMATION ALONG WESTON STREET INCLUDING CROSS SECTIONS.




Chainage 60.00

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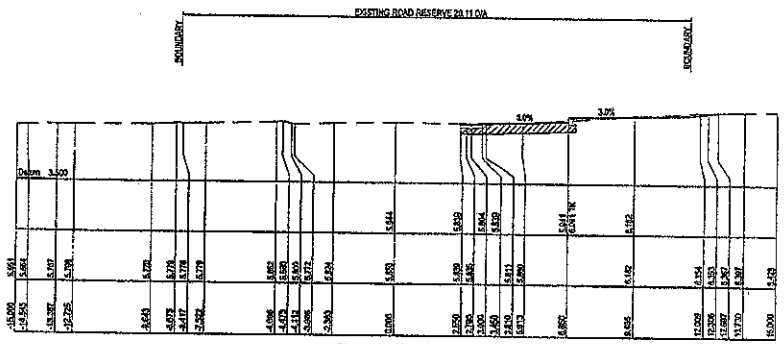


Chainage 150.00


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CIVIL ENGINEERS AND DEVELOPMENT CONSULTANTS


**PUBLIC UTILITIES LEGEND**

| | | | | | |
|---|---|---|---|---|---|
| WATER | -W- | ELECTRICITY | -E- | TELSTRA | -T- |
| HYDRANT | | ELECTRICITY PILLAR | E | TELSTRA PIT | |
| STOP VALVE | | POWER POLE | | TELSTRA PILLAR | T |
| WATER METER | | POWER LIGHT POLE | | TELSTRA POLE | |
| TAP | | LIGHT POLE | | GAS | -G- |
| SEWER | -S- | STAY POLE | | GAS VALVE | |
| SEWER M/CHAMBER | | LAMPHOLE | | GAS METER | |

AMENDMENTS

04/08/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 24/06/2008)
12/03/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 15/04/2008)

PLAN
LONG SECTION (H)
(V)
CROSS SECTIONS 1:100

| | | | |
|---|---|---|---|
| RATIO | 1:100 (NAT.) | SURVEY | ALLEN, PRICE & ASSOCIATES |
| DATUM | A.H.D. | DESIGN | BNS |
| DATE | FEBRUARY 2008 | CAD FILE | 2078-DA-4 |
| SHEET | 4 OF 8 | REF: | MS2078 |

PROPOSED DEVELOPMENT OF A SUPERMARKET AND SHOPS
WESTON STREET & REDBANK LANE, CULBURRA BEACH

SELECTED CROSS SECTIONS - WESTON STREET

A1

THIS IS A CONCEPT PLAN ONLY
- NOT FOR CONSTRUCTION -

CONSTRUCT NEW PIPELINE UNDER DISH DRAIN TO REPLACE EXISTING PIPE BETWEEN SAG POINT AND REDUNDANT GULLY PIT AT CANAL STREET EAST INTERSECTION (BY DEVELOPER).

CONSTRUCT HEAVY DUTY GRATED INLET PITS TO SUIT DISH DRAIN PROFILE. LOCATE ONE PIT AT SAG POINT AND THE OTHER APPROX. 7m WEST OF SAG (BY DEVELOPER).

CONSTRUCT NEW PIPELINE AND HEAVY DUTY GRATED INLET PIT TO SUIT DISH DRAIN PROFILE. LOCATE PIT OPPOSITE OUTLET OF DETENTION TANK TO SHOPPING CENTRE - SEE REPORT BY PAUL BERKER ENG. DESIGN PIL REF: 81000, DATED 3 AUG. 2007 (BY DEVELOPER).

CONSTRUCT DOUBLE GRATED GULLY PIT AT OUTLET OF CARPARK DETENTION TANK - SEE REPORT BY PAUL BERKER ENG. DESIGN PIL REF: 81009, DATED 3 AUG. 2007 (BY DEVELOPER).

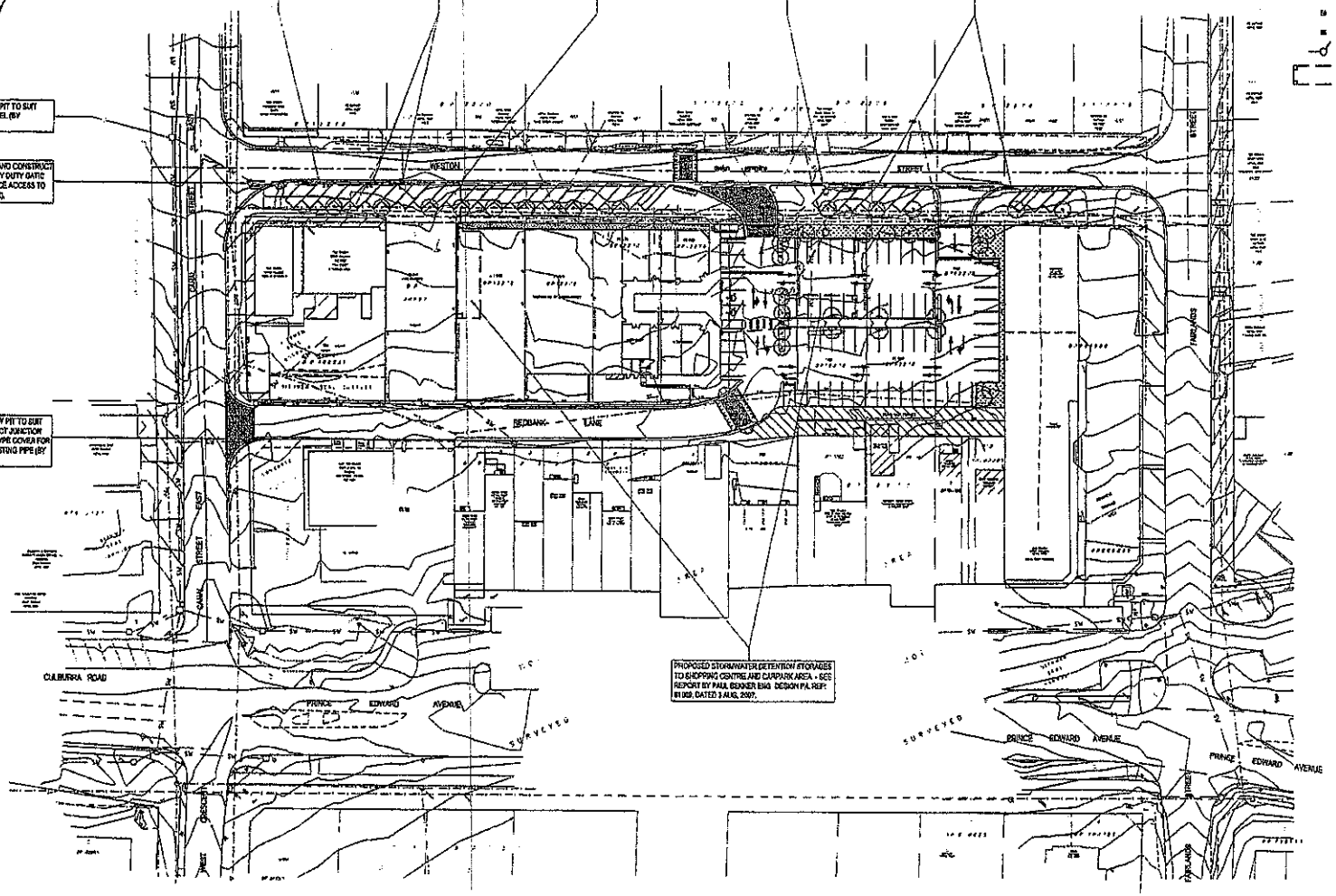
CONSTRUCT NEW PIPELINE AND DOUBLE GRATED GULLY PIT TO COLLECT GUTTER FLOWS EAST SIDE OF INTERSECTION (BY DEVELOPER).

ADJUST EXISTING LETTERBOX PIT TO SUIT DESIGN SHOULDER WORK LEVEL (BY DEVELOPER).

REMOVE EXISTING GULLY PIT AND CONSTRUCT NEW JUNCTION PIT WITH HEAVY DUTY GATIC TYPE COVER FOR MAINTENANCE ACCESS TO EXISTING PIPE (BY DEVELOPER).

RECONSTRUCT EXISTING GULLY PIT TO SUIT NEW KERB LINE AND CONSTRUCT JUNCTION PIT WITH HEAVY DUTY GATIC TYPE COVER FOR MAINTENANCE ACCESS TO EXISTING PIPE (BY DEVELOPER).

PROPOSED STORMWATER DETENTION STORAGES TO SHOPPING CENTRE AND CARPARK AREA - SEE REPORT BY PAUL BERKER ENG. DESIGN PIL REF: 81009, DATED 3 AUG. 2007.




LEGEND

- STORMWATER PIPE (EXISTING)
- STORMWATER PIPE (PROPOSED)
- DOUBLE GRATED GULLY PIT (PROPOSED)
- JUNCTION PIT WITH HD GATIC TYPE COVER (PROPOSED)
- HD GRATED INLET PIT (PROPOSED)
- GROSS POLLUTANT TRAP (PROPOSED)
- STORMWATER DETENTION TANK (PROPOSED)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EMAIL: mspty ltd@bigpond.net.au
CIVIL ENGINEERS AND DEVELOPMENT CONSULTANTS


PUBLIC UTILITIES LEGEND

| | | | | | |
|---|---|---|---|---|---|
| WATER | | ELECTRICITY | | TELSTRA | |
| HYDRANT | | ELECTRICITY PILLAR | | TELSTRA PIT | |
| STOP VALVE | | POWER POLE | | TELSTRA PILLAR | |
| WATER METER | | POWER LIGHT POLE | | TELSTRA POLE | |
| TAP | | LIGHT POLE | | GAS | |
| SEWER | | STAY POLE | | GAS VALVE | |
| SEWER A/CHAMBER | | LAMPHOLE | | GAS METER | |

AMENDMENTS

15/10/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 13/10/2008)
31/09/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 27/08/2008)
04/08/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 24/06/2008)
12/06/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 15/04/2008)

PLAN 1:500
LONG SECTION (H)
(V)
CROSS SECTIONS

| | | | |
|---|---|---|---|
| RATIO | 1:500 | SURVEY | ALLEN, PRICE & ASSOCIATES |
| DATUM | A.H.D. | DESIGN | MS |
| DATE | FEBRUARY, 2008 | CAD FILE | 2078-DA-5 |
| SHEET | 5 OF 8 | REF: | MS2078 |

PROPOSED DEVELOPMENT OF A SUPERMARKET AND SHOPS WESTON STREET & REDBANK LANE, CULBURRA BEACH

STORMWATER CONCEPT PLAN - ROAD DRAINAGE IN WESTON STREET AND REDBANK LANE

A1

THIS IS A CONCEPT PLAN ONLY
- NOT FOR CONSTRUCTION -

WESTON STREET

REDBANK LANE

EAST STREET

CANAL STREET

PROPOSED NEW SUPERMARKET

NEW SHOPS

NEW SHOP

VACANT

PROVIDE LOW HEIGHT LANDSCAPING STRIP TO FORM PEDESTRIAN BARRIER

REINSTATE GUIDE POST IN FRONT OF EXISTING LETTERBOX PIT

EDGE OF NEW SHOULDER LINEMARKING (E1)

LINEMARKING (E1)

LINEMARKING (TB)

DP 130997

DP 708551

DP 12278

DP 736078

DP 120417

DP 836997


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EMAIL: msptyltd@bigpond.net.au
CIVIL ENGINEERS AND DEVELOPMENT CONSULTANTS


**PUBLIC UTILITIES LEGEND**

| | | | | | |
|---|---|---|---|---|---|
| WATER | -W- | ELECTRICITY | -E- | TELSTRA | -T- |
| HYDRANT | | ELECTRICITY PILLAR | E | TELSTRA PIT | |
| STOP VALVE | | POWER POLE | O | TELSTRA PILLAR | |
| WATER METER | | POWER LIGHT POLE | O | TELSTRA POLE | |
| TAP | | LIGHT POLE | O | GAS | -G- |
| SEWER | -S- | STAY POLE | | GAS VALVE | |
| SEWER A/CHAMBER | | LAMPHOLE | | GAS METER | |

AMENDMENTS

15/10/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 13/10/2008)
11/09/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 27/08/2008)
04/08/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 24/06/2008)
17/05/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 15/04/2008)

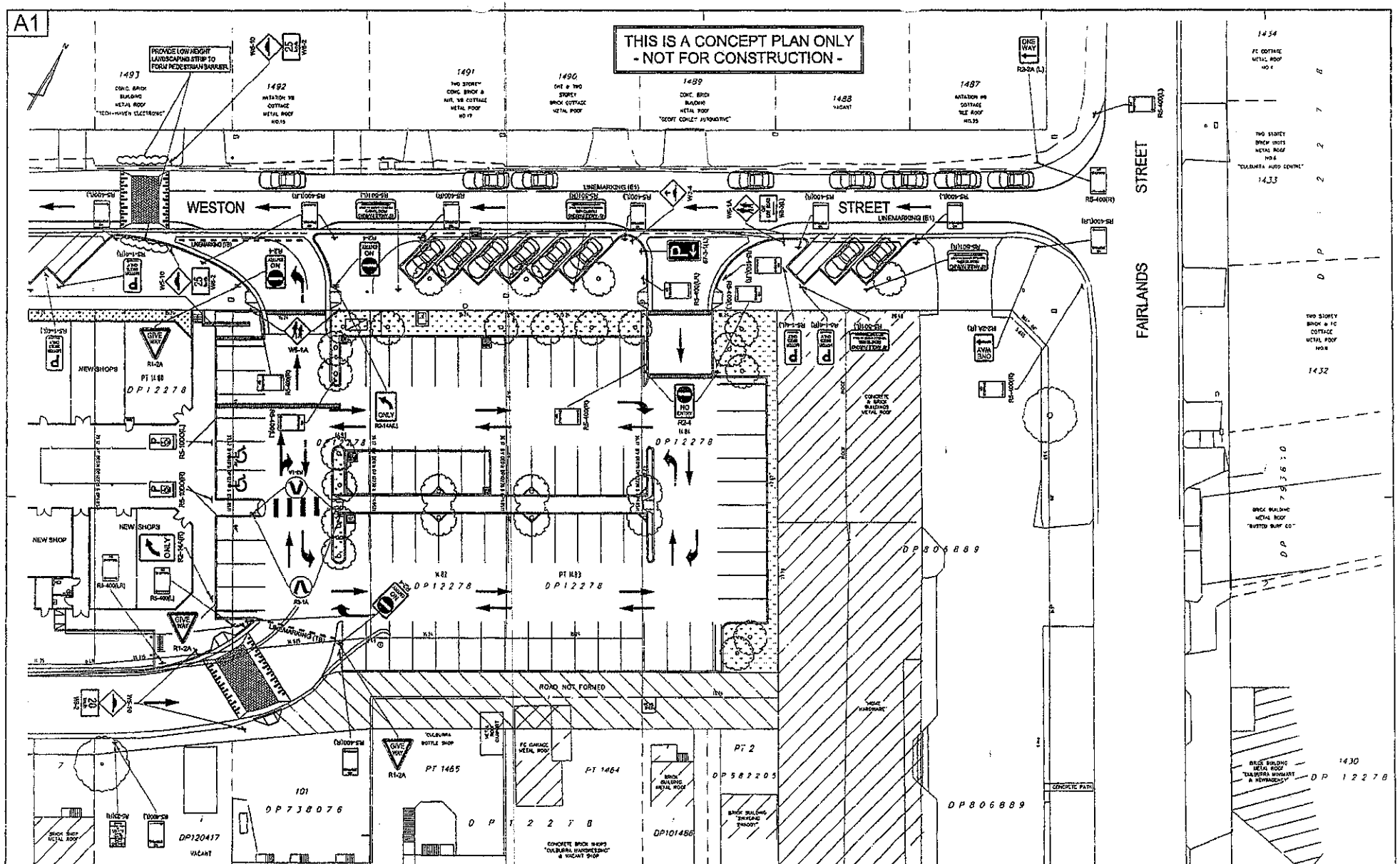
PLAN 1:200
LONG SECTION (H)
(V)
CROSS SECTIONS

| | | | |
|---|---|---|---|
| RATIO | 1:200 | SURVEY | ALLEN, PRICE & ASSOCIATES |
| DATUM | A.H.D. | DESIGN | BNS |
| DATE | FEBRUARY 2008 | CAD FILE | 2078-DA-6 |
| SHEET | 6 OF 8 | REF: | MS2078 |

PROPOSED DEVELOPMENT OF A SUPERMARKET AND SHOPS WESTON STREET & REDBANK LANE, CULBURRA BEACH

SIGNPOSTING AND LINEMARKING PLAN

A1

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EMAIL: mspty@bigpond.net.au
CIVIL ENGINEERS AND DEVELOPMENT CONSULTANTS

**PUBLIC UTILITIES LEGEND**

| | | | | | |
|---|---|---|---|---|---|
| WATER | -W- | ELECTRICITY | -E- | TELSTRA | -T- |
| HYDRANT | | ELECTRICITY PILLAR | | TELSTRA PIT | |
| STOP VALVE | | POWER POLE | | TELSTRA PILLAR | |
| WATER METER | | POWER LIGHT POLE | | TELSTRA POLE | |
| TAP | | LIGHT POLE | | GAS | -G- |
| SEWER | -S- | STAY POLE | | GAS VALVE | |
| SEWER ACHAMBER | | LAMPHOLE | | GAS METER | |

AMENDMENTS
15/10/2008 - AMENDMENTS AS PER ADVICE FROM S/NO/ALHAVEN CITY COUNCIL (DATED 13/10/2008)
11/08/2008 - AMENDMENTS AS PER ADVICE FROM S/NO/ALHAVEN CITY COUNCIL (DATED 27/08/2008)
04/08/2008 - AMENDMENTS AS PER ADVICE FROM S/NO/ALHAVEN CITY COUNCIL (DATED 24/08/2008)
12/05/2008 - AMENDMENTS AS PER ADVICE FROM S/NO/ALHAVEN CITY COUNCIL (DATED 16/04/2008)

PLAN 1:200
LONG SECTION (H)
(V)
CROSS SECTIONS

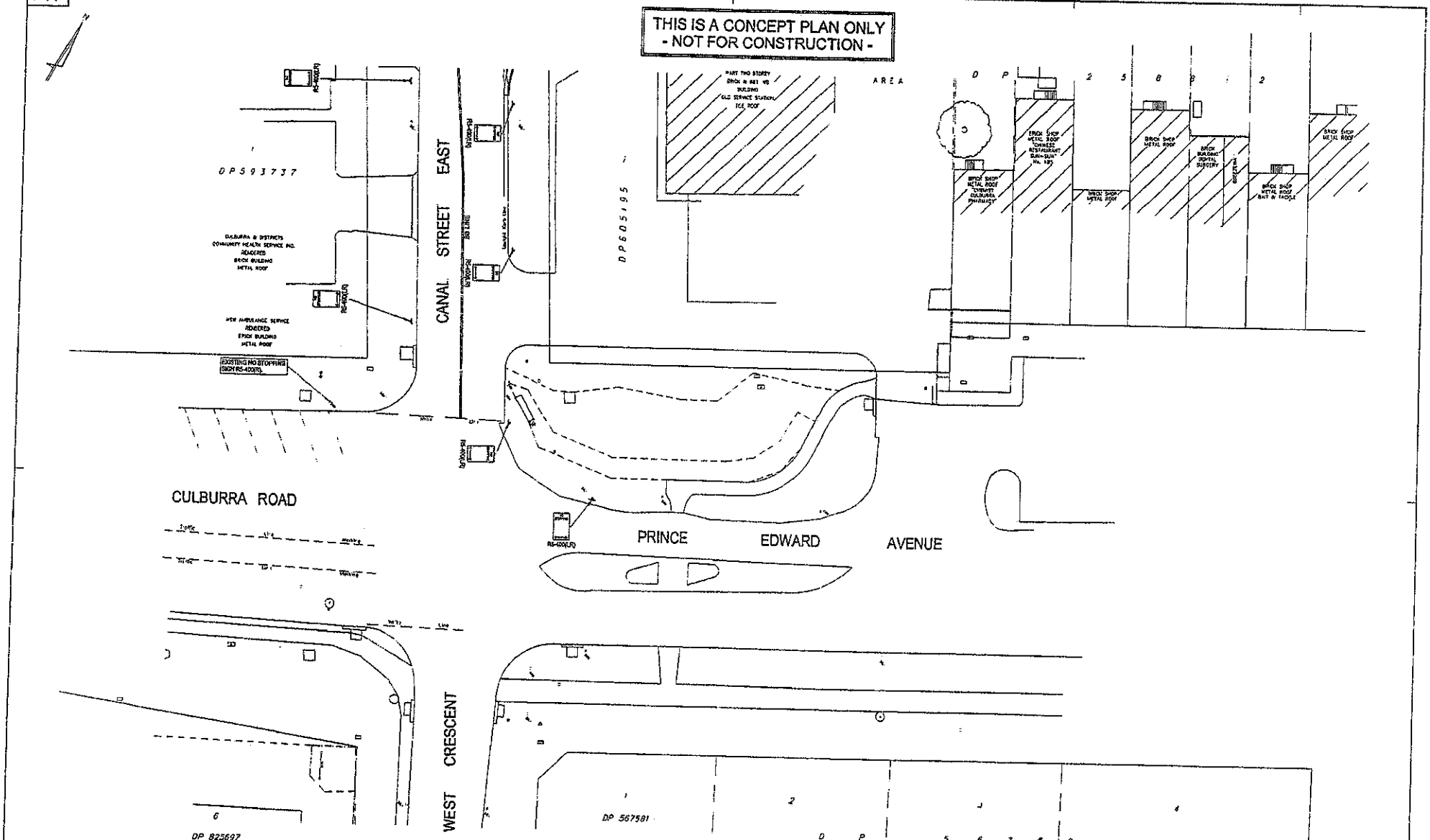
| | | | |
|---|---|---|---|
| RATIO | 1:200 | SURVEY | ALLEN, PRICE & ASSOCIATES |
| DATUM | A.H.D. | DESIGN | BNS |
| DATE | FEBRUARY 2008 | CAD FILE | 2078-DA-7 |
| SHEET | 7 OF 8 | REF: | MS2078 |

PROPOSED DEVELOPMENT OF A SUPERMARKET AND SHOPS WESTON STREET & REDBANK LANE, CULBURRA BEACH

SIGNPOSTING AND LINEMARKING PLAN

A1

THIS IS A CONCEPT PLAN ONLY
- NOT FOR CONSTRUCTION -

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EMAIL: mspbyld@bigpond.net.au
CIVIL ENGINEERS AND DEVELOPMENT CONSULTANTS

**PUBLIC UTILITIES LEGEND**

| | | | | | |
|---|---|---|---|---|---|
| WATER | -W- | ELECTRICITY | -E- | TELSTRA | -T- |
| HYDRANT | | ELECTRICITY PILLAR | | TELSTRA PIT | |
| STOP VALVE | | POWER POLE | | TELSTRA PILLAR | |
| WATER METER | | POWER LIGHT POLE | | TELSTRA POLE | |
| TAP | | LIGHT POLE | | GAS | -G- |
| SEWER | -S- | STAY POLE | | GAS VALVE | |
| SEWER M/CHAMBER | | LAMPHOLE | | GAS METER | |

AMENDMENTS
15/10/2008 - AMENDMENTS AS PER ADVICE FROM SHOALHAVEN CITY COUNCIL (DATED 13/10/2008)

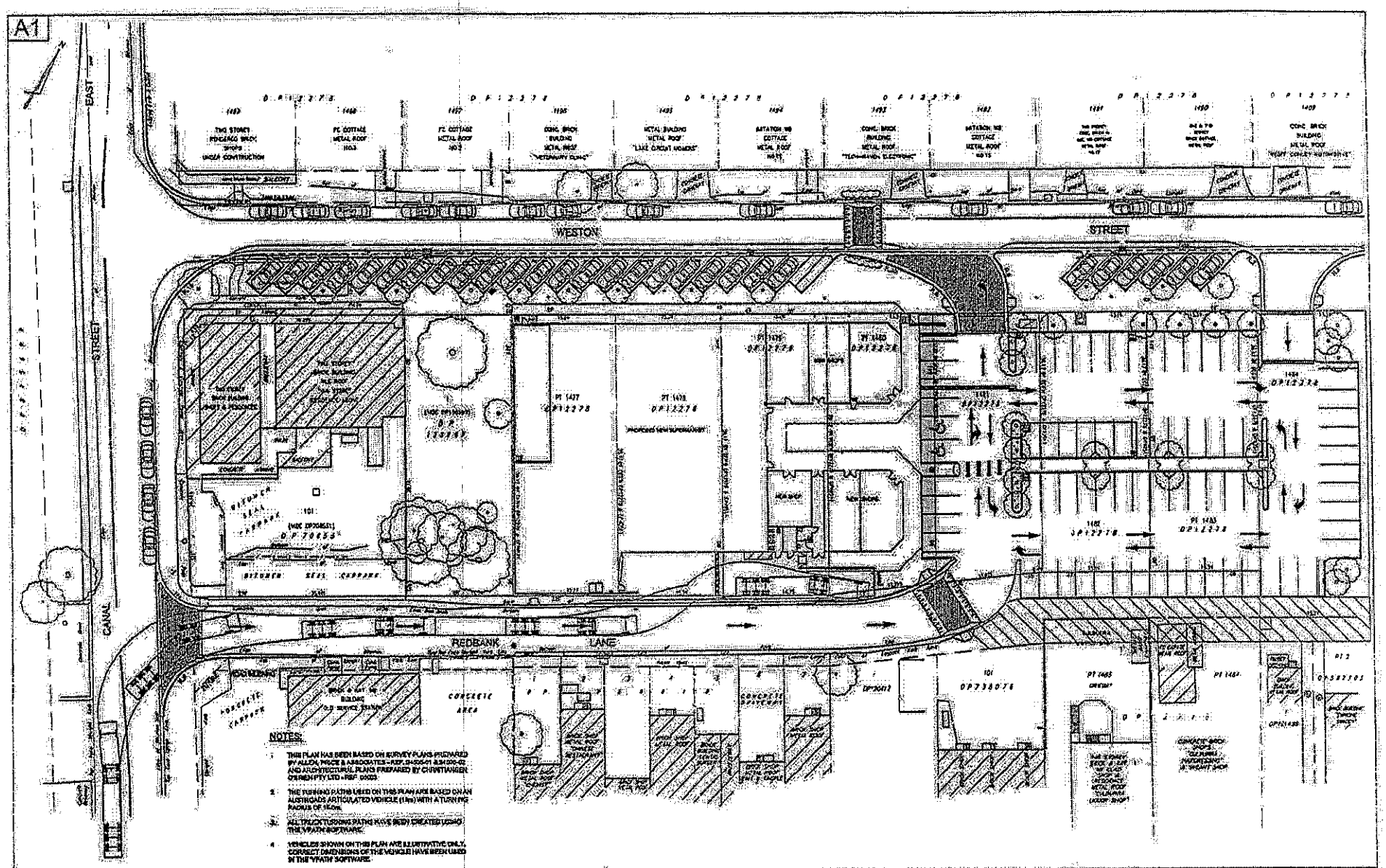
PLAN 1:200
LONG SECTION (H) (V)
CROSS SECTIONS

| | | | |
|---|---|---|---|
| RATIO | 1:200 | SURVEY | ALLEN, PRICE & ASSOCIATES |
| DATUM | A.H.D. | DESIGN | BNS |
| DATE | SEPTEMBER 2008 | CAD FILE | 2078-DA-8 |
| SHEET | 8 OF 8 | REF: | MS2078 |

PROPOSED DEVELOPMENT OF A SUPERMARKET AND SHOPS
WESTON STREET & REDBANK LANE, CULBURRA BEACH

SIGNPOSTING AND LINEMARKING PLAN

A1




A ORIGINAL ISSUE

THOMPSON STANBURY ASSOCIATES

THOMPSON STANBURY ASSOCIATES

TRAFFIC MANAGEMENT PLAN FOR THE PROPOSED DEVELOPMENT OF A SUPERMARKET AND SHOPS WESTON STREET & REDBANK LANE, CULBURRA

| | |
|---|---|
| SCALE: 1:250 | ISSUE: F |
| FILE: msd1015-2 | SUPERSEDES SHEET/ISSUE: – |
| DATE: OCTOBER 2005 | SHEET: 2 |