

Voluntary Planning Agreement

Penrith City Council *ABN 43 794 422 563*

Stockland Fife Kemps Creek Pty Limited *(ACN 628 770 141) in its capacity as trustee of the Stockland Fife Kemps Creek Trust (ABN 47 273 439 938)*

Stockland Development Pty Limited *(ACN 000 064 835) and Fife Land 3 Pty Limited (ACN 654 088 838) in its capacity as trustee of the Fife Land 3 Trust (ABN 64 318 343 693)*

Stockland Development Pty Limited *(ACN 000 064 835) and Fife Land 2 Pty Limited (ACN 651 694 790) in its capacity as trustee for Fife Land 2 Trust (ABN 89 561 962 630)*

Australand C & I Land Holdings Pty Ltd *(ACN 107 356 641) in its capacity as trustee of the Frasers Property C&I Land Holdings (Kemps Creek No. 2) Trust (ABN 58 649 084 762)*

FPI Developments NSW Pty Limited *(ACN 648 326 676)*

Contents

Parties	5
Background	6
Operative part	8
1 <i>Definitions</i>	8
2 <i>Interpretation</i>	14
3 <i>Planning Agreement under the Act</i>	15
4 <i>Application of this agreement</i>	16
5 <i>Operation of this agreement</i>	16
6 <i>Contributions to be made under this agreement</i>	16
6.1 Monetary Contribution	16
6.2 Works	18
6.3 Dedication of Land	19
6.4 Dedication, Pavement, Verge and Intersection Rates	21
6.5 Maintenance and Rectification of Defects	21
6.6 Access to Council owned land	21
7 <i>Application of s 7.11, s 7.12, s 7.24 and subdiv 4 of div 7.1 of the Act</i>	22
8 <i>Registration of this agreement</i>	22
8.1 Landowner Interest	22
8.2 Registration of this agreement	22
8.3 Removal from Register	23
8.4 Caveat	23
9 <i>Review of this agreement</i>	24
9.1 Review generally	24
10 <i>Dispute Resolution</i>	24
10.1 Reference to Dispute	24
10.2 Notice of Dispute	24
10.3 Representatives of Parties to Meet	24
10.4 Further Notice if Not Settled	25
10.5 Mediation	25
10.6 Expert determination	26
10.7 Litigation	26
10.8 No suspension of contractual obligations	26
11 <i>Enforcement and Security</i>	26

11.1	Default	26
11.2	Security	27
11.3	Compulsory Acquisition	31
11.3A	Compulsory Acquisition – SFL2	31
11.4	Restriction on the issue of Certificates	32
11.5	General Enforcement	32
12	<i>Assignment and Dealings</i>	33
12.1	Assignment	33
12.2	Transfer of Land	33
13	<i>Approvals and consents</i>	33
14	<i>No fetter</i>	33
14.1	Discretion	33
14.2	No fetter	34
15	<i>Notices</i>	34
16	<i>General</i>	35
16.1	Relationship between parties	35
16.1A	Liability of the Road Developer	36
16.1B	Civil Liability Act	36
16.2	Time for doing acts	36
16.3	Further assurances	36
16.4	Variation	36
16.5	Counterparts	36
16.6A	Electronic execution	36
16.6	Legal expenses, stamp duty and administration fees	37
16.7	Entire agreement	37
16.8	Representations and warranties	37
16.9	Severability	37
16.10	Invalidity	37
16.11	Waiver	38
16.12	GST	38
16.13	Governing law and jurisdiction	38
17	<i>Reporting</i>	38
	Schedule 1 Works	39
	Schedule 2 Construction terms	40

Schedule 3	Not Used	50
Schedule 4	Summary of requirements (section 7.4)	51
Schedule 5	Trustee Provisions	53
Annexure A	Schedule of Land	64
Annexure B	Net Developable Area Plans	65
Annexure C	Dedication Land Plans	66
Annexure D	Phase 2 Abortive Works plans	67

Agreement

Date 01/07/2025

Parties

First party

Name Penrith City Council (**Council**)
ACN 43 794 422 563
Contact The General Manager
Telephone 02 4732 7777

Second party

Name Stockland Fife Kemps Creek Pty Limited in its capacity as trustee of the Stockland Fife Kemps Creek Trust (ABN 47 273 439 938) (**SFKC**)
ACN 628 770 141
Contact Michael Wiseman
Email michael.wiseman@fifecapital.com.au and fifea@fifecapital.com.au
Telephone 02 9251 2777

Third party

Name Stockland Development Pty Limited
ACN 000 064 835
and
Name Fife Land 3 Pty Limited in its capacity as trustee of the Fife Land 3 Trust (ABN 64 318 343 693)
ACN 654 088 830
(together, **SFL3**)
Contact Michael Wiseman
Email michael.wiseman@fifecapital.com.au and fifea@fifecapital.com.au
Telephone 02 9251 2777

Fourth party

Name	Stockland Development Pty Limited
ACN	000 064 835
	and
Name	Fife Land 2 Pty Limited in its capacity as trustee for Fife Land 2 Trust (ABN 89 561 962 630)
ACN	651 694 790
	(together, SFL2)
Contact	Brendon Lucas
Email	brendon.lucas@stockland.com.au and legal4@stockland.com.au
Telephone	02 9035 2000

Fifth party

Name	Australand C & I Land Holdings Pty Ltd in its capacity as trustee of the Frasers Property C&I Land Holdings (Kemps Creek No. 2) Trust (ABN 58 649 084 762) (Frasers Landowner)
ACN	107 356 641
Contact	Roland Martin
Email	Roland.Martin@frasersproperty.com.au
Telephone	02 9767 2068

Sixth party

Name	FPI Developments NSW Pty Limited (Frasers)
ACN	648 326 676
Contact	Roland Martin
Email	Roland.Martin@frasersproperty.com.au
Telephone	02 9767 2068

Background

- A. On 21 August 2024, SFKC, SFL3, SFL2, Frasers Landowner and Frasers (**Developer**) made an offer to enter into a Planning Agreement with Council within the meaning of section 7.4 of the Act on the following basis:
 - a. SFKC, SFL3, SFL2 and Frasers are Applicants of Development Applications to carry out Development on the Land;

- b. Frasers Landowner is a Related Body Corporate to Frasers and is, therefore, a person who is associated with a person who has made a Development Application;
- c. SFKC, SFL3 and Frasers are the Road Developer, which will construct an upgrade to Aldington Road comprising the Works which are the subject of this agreement (**Aldington Upgrade**);
- d. SFKC, SFL3 and Frasers Landowner are Landowners, which will dedicate or transfer the Dedication Land to Council for the purpose of the Aldington Upgrade; and
- e. SFL2 is a Landowner, which will dedicate or transfer the Dedication Land SFL2 to Council for the purpose of the ultimate upgrade of Aldington Road.

B. The Applicants have made the following Development Applications:

- a. SSD-10479, lodged by SFKC on 19 October 2020, in which it volunteered to upgrade parts of Aldington Road, designed at a preliminary level, all within the existing road reserve save for that part of the road on the land the subject of the Development Application.
 - i. The Environmental Impact Statement (**EIS**) for that Development Application provided that, *"... Although the [Contributions] Plan is yet to be exhibited or finalised, it is the Applicant's intention to comply with the Plan by way of contribution or works in kind when it comes into force."*

Development Consent has been granted to SSD-10479 (**SFKC Consent**). On 27 February 2025, a Modification Application was approved to modify the SFKC Consent, including to allow delivery of a more detailed design for the preliminary components of the Aldington Upgrade (**SFKC Mod 3**). The SFKC Consent, as modified by the SFKC Mod 3 approval, requires the delivery of the Aldington Upgrade as part of a Planning Agreement.

- b. SSD-17552047 (**Frasers DA**), lodged by Frasers on 19 October 2021, in which it was noted that the Aldington Upgrade was to be undertaken by way of a Planning Agreement.
 - i. The EIS for this Development Application provided that the Frasers had, *"...been in consultation with Council to develop a concept design of the Aldington and Abbots Road upgrades as part of a VPA offer. As demonstrated in Appendix 31, a VPA offer was made to Council on 9 July 2021... regarding the delivery of upgrade works."*
- c. DA22/0530, lodged by SFL3 on 8 June 2022.
 - i. The Statement of Environmental Effects (**SEE**) for that Development Application provided that, *"The design and construction of the Aldington Road upgrade is proposed to be delivered under WIK arrangements and the detail is still being discussed with stakeholders, and once agreed will proceed to the detailed design phase."*
- d. DA24/0268 (**SFL2 DA**), lodged by SFL2 on 25 March 2024.
 - i. The SEE for that Development Application provided that *"Certain works, such as upgrade works for Aldington Road, Abbots Road and Mamre Road intersection, will occur as part of a Works In Kind (WIK)"*

*Agreement or Voluntary Planning Agreement between developers,
Council and DPE in lieu of contributions".*

- C. On 4 April 2022, the Contributions Plan was made. The Contributions Plan provides for the collection of contributions required for the upgrade and widening of roads with the Mamre Road Precinct or works in kind, as well as the acquisition of land required to carry out the upgrade and widening or dedication, in lieu. The Aldington Upgrade is part of the Abbotts Road and Aldington Road works accounted for by the Contributions Plan where it is given the designation of DR1.
- D. The Developer intends to carry out the Works and dedicate or transfer the Dedication Land and Dedication Land SFL2 to Council, which will deliver part of the DR1 corridor. The provision of the Works and the dedication or transfer of the Dedication Land and Dedication Land SFL2 are a Material Public Benefit as they will enable the orderly and economic development of public infrastructure in accordance with the Contributions Plan. In particular, this agreement will facilitate the coordinated development of high priority transport infrastructure identified in the Contributions Plan, which is critical to facilitating the timely and orderly development of rezoned employment land in the Mamre Road Precinct.
- E. In consideration of the provision of the Material Public Benefit, Council agrees to apply an offset (in whole or part), calculated in accordance with this agreement, against the Contributions required by the Contributions Plan that are or will be payable by an Applicant pursuant to a condition of Development Consent for the Development.
- F. On 26 August 2024, the Council resolved to accept the Developer's offer to enter into this agreement with conditions precedent to its execution, which have now been satisfied.
- G. To the extent that an Applicant may wish to obtain offsets for another Material Public Benefit not referred to in this agreement, including internal collector roads within the Development, it may enter into a further Planning Agreement under the Act or a WIKA (if applicable) with Council, in accordance with the Contributions Plan.

The Parties hereto agree as follows:

Operative part

1 Definitions

In this agreement, unless the context indicates a contrary intention:

Act means the *Environmental Planning and Assessment Act 1979* (NSW);

Address means a party's address set out in the Notices clause of this agreement;

Applicant means a person who proposes to make, or has made, a Development Application for the Development, or who may otherwise be entitled to carry out the Development from time to time;

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this agreement;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

Balance of Contributions means the Contributions which remain payable following payment of the Plan Administration Component in accordance with clause 6.1(c), indexed in accordance with cl.2.2.2 of the Contributions Plan.

Bank Guarantee means an irrevocable and unconditional undertaking that is not limited in time and does not expire by one of the following trading banks:

- (a) Australia and New Zealand Banking Group Limited,
- (b) Commonwealth Bank of Australia,
- (c) Macquarie Bank,
- (d) National Australia Bank,
- (e) St George Bank Limited,
- (f) Westpac Banking Corporation, or
- (g) Other financial institution approved by the Council,

to pay an amount or amounts of money to the Council on demand and containing terms and conditions reasonably acceptable to the Council;

Base CPI has the same meaning as in clause 2.2.2 of the Contributions Plan;

Bond means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking issued by an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia that has at all times an investment grade security rating from an industry recognised rating agency;

Business Day means a day on which banks are open for general banking business in Sydney, excluding Saturdays and Sundays;

Certificate of Practical Completion means the written certificate issued under clause 8.1(b)(i) of Schedule 2 confirming the Works, or part of the Works, have been completed to the Council's satisfaction;

Claim means any claim, loss, liability, damage, proceeding, order, judgment or expense arising out of the operation of this agreement;

Completion Date means the date that is 18 months after the later of:

- (a) commencement of this agreement under clause 5; and
- (b) the date the Road Developer receives a Works Approval,

unless otherwise extended by mutual agreement between the parties.

Construction Certificate means a construction certificate as defined under section 6.4 of the Act;

Construction Terms means the terms set out in Schedule 2;

Contribution Security has the meaning in clause 11.2.2;

Contributions means the money required to be paid pursuant to a condition of a Development Consent imposed under section 7.11 of the Act;

Contributions Plan means the *Mamre Road Precinct Development Contributions Plan 2022*, as amended from time to time;

CPI means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics;

Current CPI has the same meaning in clause 2.2.2 of the Contributions Plan;

Damages means all liabilities, losses, damages, costs and expenses, including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;

Dealing, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land;

Dedication Land means those parts of the Land shown on the plans at Annexure C, which are required to be dedicated or transferred to Council by a Landowner, and upon which the Works are to be constructed in accordance with this agreement;

Dedication Land SFL2 means the part of the SFL2 Land shown in Annexure C and marked as proposed Lots 305 and 307, upon which no Works will be constructed.

Dedication Land Offset means the dollar value of the Dedication Land or Dedication Land SFL2 (as applicable) determined by multiplying the area of the Dedication Land or Dedication Land SFL2 (as applicable) by the Dedication Land Rate;

Dedication Land Rate means \$575.00 per square metre indexed by multiplying the value of the Dedication Land or Dedication Land SFL2 (as applicable) by an amount equal to the Current CPI divided by the Base CPI;

Development means the carrying out of works and activities by an Applicant on the Land, being land that has frontage to Aldington Road, in accordance with a Development Consent, and includes works and activities for which Development Consent has been sought or are approved by the:

- a) SFKC Consent;
- b) SFL3 Consent;
- c) SFL2 DA; and
- d) Frasers DA.

Development Application has the same meaning as in the Act;

Development Consent has the same meaning as in the Act;

Frasers DA means State Significant Development application SSD-17552047 relating to part of the Frasers Southern Land;

Frasers Northern Land has the meaning given to that term in Annexure A;

Frasers Southern Land has the meaning given to that term in Annexure A;

GST has the same meaning as in the GST Law;

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition of or administration of the GST;

Handover means, with respect to any Works, the time Council takes possession of and assumes responsibility for those Works, in accordance with clause 8.2 of the Construction Terms in Schedule 2;

Insolvent means, in relation to a party:

- (a) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;
- (b) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;
- (c) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;
- (d) an application for the winding up of, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re amalgamation, is presented and not withdrawn or dismissed within 21 days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;
- (e) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;
- (f) that is an individual, a creditor's petition or a debtor's petition is presented to the Official Receiver or analogous authority in relation to that party;
- (g) an execution or analogous process is levied or enforced against the property of that party;
- (h) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;
- (i) that party disposes of, or threatens to dispose of, a substantial part of its assets;
- (j) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts; or
- (k) that party is unable to pay the party's debts as and when they become due and payable;

Intersection Works means the signalisation and line marking of an intersection (or part thereof) as generally shown on the plans in Schedule 1;

Intersection Works Offset means the number of signalised intersections or part thereof, multiplied by the agreed rate of \$750,000 per completed signalised intersection or the rate determined by Council for any part thereof, indexed by multiplying the rate by an amount equal to the Current CPI divided by the Base CPI;

Land means the land as set out in Annexure A, or any part thereof as the context requires;

Landowner means each owner of any part of the Land from time to time, being, as at the date of this agreement, all the persons listed in Annexure A;

Law means:

- (a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;
- (b) any Approval, including any condition or requirement under it; and

- (c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b);

Maintain means works to bring an item to or keep an item in a state of reasonable condition and in accordance with relevant standards applicable at the time of construction of the item, including repairing any defects due to use of poor materials or due to poor workmanship, but does not include repairing normal wear and tear, removing graffiti or repairing any item damaged as a consequence of vandalism.

Maintained and **Maintenance** have corresponding meanings to the term **Maintain**;

Mamre Road Precinct means the area of land the subject of the Contributions Plan;

Material Public Benefit means works and/or land dedication identified in the Contributions Plan;

Modification Application means any application to modify a Development Consent under section 4.55 of the Act;

Monetary Contribution means the Contributions payable by an Applicant after the Dedication Land Offset, Works Offsets, offsets under any WIKa in relation to the Development, and any payment to Council of a Contribution related to the Development are applied;

Monetary Contribution Certificate means a certificate issued to an Applicant which confirms the Contributions payable in carrying out a Development, and which may include the amount of Monetary Contributions paid in respect of the Development, the value of any works or land dedication offsets to be applied (including under this agreement), and the value of the Contributions payable including any negative value.

Net Developable Area or **NDA** has the same meaning as in the Contributions Plan;

Notice of Practical Completion means a notice under clause 8.1(a) of the Construction Terms in Schedule 2;

Occupation Certificate means an occupation certificate as defined under section 6.4 the Act;

Pavement Area means the area coloured grey (including any stormwater pipe and stormwater pit) called "Phase 2 Pavement", but excluding the area shown in red hatching, in the "Phase 2 Abortive Works" plans at Annexure D;

Pavement Offset means the dollar value of the Pavement Area determined by multiplying the area of the Pavement Area by the Pavement Rate;

Pavement Rate means AUD \$485.53 per square metre indexed according to clause 2.2.2 of the Contributions Plan, from the date of this agreement;

Phase 2 Stage 1 Works means the Works from CH 130 to and including the northern limit of Intersection 3 (CH 1095), as shown on the plans at Annexure D;

Phase 2 Stage 2 Works means the Works from CH 1095 to the 'limit of work' to the north of CH 2365, as shown on the plans at Annexure D;

Planning Agreement means an agreement entered into pursuant to section 7.4 of the Act;

Public Road has the same meaning as in the *Roads Act 1993* (NSW);

Register means the Torrens title register maintained under the *Real Property Act 1900* (NSW);

Regulation means the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021* (NSW);

Related Body Corporate has the meaning given to that term in section 50 of the *Corporations Act 2001* (Cth);

Roads Subdivision Certificate means a Subdivision Certificate issued for the purpose of dedicating or transferring the Dedication Land

Replacement Security means a replacement security provided under clause 11.2.4;

Respective Proportion means the following proportion for each Road Developer:

- (a) Frasers – 46.66%;
- (b) SFKC – 44.12%; and
- (c) SFL3 – 9.22%.

Road Developer means each of the following parties separately, and all of them jointly:

- (a) Frasers;
- (b) SFKC; and
- (c) SFL3.

SFKC Consent means the Development Consent granted to State Significant Development application SSD-10479 and any modification(s) of that Development Consent;

SFKC Land has the meaning given to that term in Annexure A;

SFL2 DA means DA24/0268 made to the Council relating to the SFL2 Land;

SFL2 Land has the meaning given to that term in Annexure A;

SFL2 Road Works means the design and construction of the works on the SFL2 Land generally shown as 'AARU Ultimate Works As Per 1000 Series Set' on Project Drawing Nos. 21-843-C3106 and 21-843-C3107 at Schedule 1, as amended by any Approval required for the works;

SFL3 Consent means the Development Consent granted to Development Application DA22/0530 and any modification(s) of that Development Consent;

SFL3 Land has the meaning given to that term in Annexure A;

Stage means Phase 2 Stage 1 or Phase 2 Stage 2;

Subdivision Certificate means a subdivision certificate as defined under section 6.4 the Act issued in respect of the Development but excludes a Roads Subdivision Certificate;

Surveyor means a person registered under the *Surveying and Spatial Information Act 2002* (NSW) and approved by Council;

Verge Area means the areas coloured light green and called "Permanent Verge", but excluding the area shown in red hatching, in the "Phase 2 Abortive Works" plans at Annexure D;

Verge Rate means \$406.45 per square metre indexed according to clause 2.2.2 of the Contributions Plan, from the date of this agreement;

Verge Offset means the dollar value of the Verge Area determined by multiplying the area of the Verge Area by the Verge Rate;

WIKI means an agreement between an Applicant and Council made pursuant to section 7.11 of the Act;

Works means the design and construction of the works shown in the plans and specifications at Schedule 1 and subject to any conditions imposed by the roads authority pursuant to the Works Approval;

Works Approval means the Approval required to be provided by the roads authority for the design and for the construction of the Works including, but not limited to, an approval under section 138 of the *Roads Act 1993* (NSW) and any approval under the Act;

Works Offsets means the Pavement Offset, Verge Offset and Intersection Works Offset; and

Works Security has the meaning in clause 11.2.3.

2 Interpretation

In this agreement, unless the context indicates a contrary intention:

- (a) **(documents)** a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) **(president, General Manager, CEO or managing director)** the president, General Manager, CEO or managing director of a body or Authority means any person acting in that capacity;
- (g) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (h) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;

- (i) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (j) **(singular)** the singular includes the plural and vice-versa;
- (k) **(gender)** words importing one gender include all other genders;
- (l) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (m) **(rules of construction)** neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (n) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (o) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere;
- (p) **(joint and several)** except where expressly provided by this agreement, an agreement, representation, covenant, right or obligation:
 - (i) in favour of the Road Developer is for the benefit of each party comprising the Road Developer jointly and severally; and
 - (ii) on the part of the Road Developer binds each party comprising the Road Developer jointly and severally;
- (q) **(writing)** a reference to a notice, consent, request, approval or other communication under this agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (r) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (s) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (t) **(month)** a reference to a month is a reference to a calendar month; and
- (u) **(year)** a reference to a year is a reference to twelve consecutive calendar months.

3 Planning Agreement under the Act

- (a) The parties agree that this agreement is a Planning Agreement within the meaning of section 7.4 of the Act.
- (b) Schedule 4 of this agreement summarises the requirements for Planning Agreements under section 7.4 of the Act and the way this agreement addresses those requirements.

4 Application of this agreement

This agreement applies to:

- (a) the Development, and
- (b) the Land.

5 Operation of this agreement

This agreement commences on and from the date it is executed by all parties.

6 Contributions to be made under this agreement

6.1 *Monetary Contribution*

- (a) Each Applicant will be required to pay Contributions in connection with their respective Development.
- (b) Each Applicant must pay Contributions, indexed in accordance with cl.2.2.2 of the Contributions Plan, and in accordance with this agreement.
- (c) Each Applicant must pay the plan administration component of the Contributions, being \$3,128.00 per hectare of NDA of the Applicant's respective Development (indexed in accordance with cl.2.2.2 of the Contributions Plan), prior to the issue of any Subdivision Certificate for that Applicant's part of the Development (**Plan Administration Component**).
- (d) Once the Plan Administration Component is paid, each Applicant will be required to pay the Balance of Contributions or Monetary Contribution (as applicable) prior to the earlier of:
 - (i) the final Subdivision Certificate being issued in respect of that Applicant's respective Development; and
 - (ii) the third calendar year from that Applicant's provision of the Contribution Security.
- (e) Notwithstanding clause 6.1(d), on condition that the obligations in clauses 6.2 (Works) and 6.3 (Dedication of Land) are fulfilled by the Completion Date, the Council agrees to accept a Monetary Contribution (indexed in accordance with cl.2.2.2 of the Contributions Plan) in satisfaction of the Contributions payable in respect of the Development, after the following are applied to the Balance of Contributions, and in this order:
 - (i) where the Applicant is a Landowner - the Dedication Land Offset; and
 - (ii) where the Applicant is a Road Developer:
 - (A) the Pavement Offset;
 - (B) the Verge Offset; and
 - (C) the Intersection Works Offset,in the Road Developer's Respective Proportions.
- (f) In respect of each Stage of the Works, within 10 days of the later of Council receiving:
 - (i) a Notice of Practical Completion for that Stage of the Works; and

- (ii) confirmation that it is the owner of the Dedication Land,

Council will issue a Monetary Contribution Certificate to each Applicant.
- (g) For the purposes of clause 6.1(e), Council agrees that:
 - (i) Frasers is entitled to the offset for the dedication or transfer by the Frasers Landowner of the Frasers Northern Land and Frasers Southern Land; and
 - (ii) Frasers may elect in writing to Council whether a Dedication Land Offset to which it is entitled under clause 6.1(e) is to be offset against the amount of the Monetary Contributions payable in respect of any part of the Development on the Frasers Northern Land or Frasers Southern Land.
- (h) An Applicant may, at any time before the Monetary Contribution is payable, make a written request to Council for its Works Offsets and/or Dedication Land Offset (but no part thereof) to be applied to any Development where the person delivering the Development is a Related Body Corporate (with evidence provided of the relationship). If such a request is made Council will reissue the Monetary Contribution Certificate accordingly.
- (i) For the purpose of clause 6.1(d), where the Applicant is Frasers, it must pay Council a Monetary Contribution:
 - (i) in respect of the Frasers Northern Land, before the earlier of:
 - (A) the final Subdivision Certificate being issued in respect of Development on the Frasers Northern Land; and
 - (B) the third calendar year of Frasers providing the Contribution Security in respect of Development on the Frasers Northern Land; and
 - (ii) in respect of the Frasers Southern Land, before the earlier of:
 - (A) the final Subdivision Certificate being issued in respect of Development on the Frasers Southern Land; and
 - (B) the third calendar year of Frasers providing the Contribution Security in respect of Development on the Frasers Southern Land.
- (j) The Monetary Contribution must be paid by way of bank cheque in favour of Council or by deposit by means of electronic funds transfer into an account specified by Council.
- (k) The payment of the Monetary Contribution will be taken to have been made by an Applicant when the Council notifies the Applicant in writing that the bank cheque has been received and cleared funds or electronic funds have been deposited in the Council's bank account.
- (l) The parties agree and acknowledge that the Monetary Contribution will be used by the Council towards the purposes set out in the Contributions Plan.
- (m) Within 20 Business Days of an Applicant paying a Monetary Contribution in accordance with clause 6.1(d), the Council will issue that Applicant with a final Monetary Contribution Certificate.

- (n) The Council agrees that where a final Monetary Contribution Certificate issued to an Applicant confirms that a Monetary Contribution remains payable by that Applicant, the Council may in its discretion, and according to law, allow further offsets to be applied to reduce the Monetary Contribution payable if the Applicant provides further works and/or land dedication or transfer to Council as part of the Applicant's delivery of its respective part of the Development, subject to the Applicant entering into a further Planning Agreement or a WKA (if applicable) with Council, in accordance with the Contributions Plan.
- (o) For the avoidance of doubt, nothing in this agreement:
 - (i) requires Council to refund or repay any Contributions;
 - (ii) requires Council to pay any amount to an Applicant if the value of the Works and the Dedication Land is more than the Contributions payable; or
 - (iii) exempts an Applicant from paying Contributions not subject to a Works Offset or Dedication Land Offset.

6.2 Works

- (a) The Road Developer will carry out the Works in accordance with this agreement, including the Construction Terms, and any Development Consent or other Approval granted for the Works.
- (b) The Road Developer agrees that, if any Development Consent or other Approval granted for the Works is declared by a Court to be invalid, the Road Developer must use best endeavours to obtain a new Development Consent or Approval (as may be required) within 2 years of the declaration of invalidity.
- (c) The Works or any Stage of the Works required under this agreement will be taken to have been completed for the purposes of this agreement when a Certificate of Practical Completion has been issued for those Works (or Stage of the Works).
- (d) The Works or any Stage of the Works required under this agreement will be taken to have been delivered to Council on Handover in accordance with the Construction Terms.
- (e) The Phase 2 Stage 1 Works must be delivered to the Council prior to the issue of the first Occupation Certificate issued in relation to:
 - (i) the SFKC Consent; and
 - (ii) any part of the Development on the Frasers Southern Land for which Development Consent may be granted in respect of the Frasers DA.
- (f) The Phase 2 Stage 2 Works must be delivered to Council prior to the issue of any subsequent Occupation Certificate:
 - (i) under the SFKC Consent; and
 - (ii) for any part of the Development on Land not part of the SFKC Consent.
- (g) The parties agree and acknowledge that the Works serve the public purpose/s of the provision of upgrades to existing roads for public use, servicing the broader community as well as the neighbouring landowners within the Mamre Road Precinct, as identified in the Contributions Plan.

- (h) The Road Developer must complete or cause to be completed the Works by the Completion Date. If the Developer reasonably believes that the Works will not be completed by the Completion Date, it is to notify Council within 14 days of becoming aware that it will not be able to complete with reasons.
- (i) The Road Developer covenants with Council that, at the time of entry into this agreement, it has obtained or made arrangements with third parties to obtain the necessary rights from third parties to enter onto third party land to carry out the Works.
- (j) If at any time during the delivery of the Works, a third party who had given or indicated that it would give rights to the Road Developer to enter onto that third party's land to carry out the Works revokes those rights or acts in a way that is materially inconsistent with those rights so as to prohibit the Road Developer from carrying out the Works, the Road Developer must:
 - (i) promptly provide written notification to Council;
 - (ii) include in its notice proposed steps to address the matter, such as amendments to the design of the Works;
 - (iii) use best endeavours to agree amendments to the design of the Works in consultation with Council and Transport for NSW; and
 - (iv) if necessary, propose a modification to any Approval or Development Consent for the Works and/or a variation to this agreement.
- (k) If clause 6.2(j) applies and an amended design of the Works is unable to be achieved within 12 months of a notice issued pursuant to clause 6.2(j)(i) and the Completion Date, whichever is earlier, a dispute is deemed to have arisen and clause 10 applies.
- (l) The parties acknowledge and agree that the Works may be delivered in Stages and the Council will issue a Monetary Contribution Certificate in respect of each Stage.
- (m) When a Stage of the Works is completed, the Road Developer is to provide Council with a Notice of Practical Completion for the Works, with a written notice that includes written confirmation from the Surveyor setting out:
 - (i) in square metres, the area of the Works that comprises the:
 - (A) Verge Area and the calculation of the Verge Offset, which is based on the Verge Area determined by the Surveyor; and
 - (B) Pavement Area and the calculation of the Pavement Offset, which is based on the Pavement Area determined by the Surveyor; and
 - (ii) Intersection Works and the Intersection Works Offset for that Stage of the Works.
- (n) When determining the area of the Works in accordance with clause 6.2(m)(i), the Surveyor will have regard to the "Phase 2 Abortive Works" plans at Annexure D.

6.3 *Dedication of Land*

- (a) Each Landowner must dedicate or cause to be transferred to the Council, at no cost to the Council, its respective part of the Dedication Land and the Dedication Land SFL2 freed and discharged from all estates, interests, trusts, restrictions,

dedications, reservations, easements, rights, charges, rates and contracts in, over or in connection with the land, including but not limited to, municipal rates and charges, water rates and land tax.

- (b) Each Landowner must take all steps, prepare all documents and meet all costs required to dedicate or transfer its respective part of the Dedication Land and the Dedication Land SFL2 to the Council including, but not limited to:
 - (i) removing any encumbrances on the title to the land;
 - (ii) creating an interest in land in favour of Council if required;
 - (iii) subdividing the Land to create a separate lot for the Landowner's relevant part of the Dedication Land or Dedication Land SFL2 (as applicable);
 - (iv) preparing and lodging documents for registration;
 - (v) obtaining the consent of any other parties to the registration of the relevant documents; and
 - (vi) attending to any requisition relating to any dealing or document lodged for registration.
- (c) The obligation of a Landowner in clause 6.3(a) will be taken to have been satisfied:
 - (i) where transfer is to occur, when NSW Land Registry Services registers the instrument giving effect to the transfer and the Council is identified as the registered proprietor of that land without encumbrances as required by clause 6.3(a); or
 - (ii) where dedication is to occur, when the land is dedicated to Council as Public Road by registration of a plan of subdivision in accordance with section 9 of the *Roads Act 1993* (NSW).
- (d) The Dedication Land may be dedicated or transferred to Council at any time following commencement of the Works, but in any event prior to the issue of an Occupation Certificate for any part of the Development on the Land.
- (e) The Dedication Land SFL2 must be dedicated or transferred to Council following the carrying out of the SFL2 Road Works on the SFL2 Land, subject to:
 - (i) all Approvals for the delivery of the SFL2 Road Works being obtained; and
 - (ii) the SFL2 Road Works being carried out in accordance with those Approvals to the Council's satisfaction, acting reasonably.

The dedication or transfer of the Dedication Land SFL2 to Council must occur prior to the issue of an Occupation Certificate for any part of the Development on the SFL2 Land.
- (f) Where clause 6.3(e) applies, the Council agrees that:
 - (i) clause 6.1 applies to SFL2 as an "Applicant" under this agreement;
 - (ii) any reference in clause 6.1 (and any defined terms used in that clause) to "Dedication Land" is taken to be a reference to the Dedication Land SFL2;

- (iii) in clause 6.1(e), the words “Notwithstanding clause 6.1(d), on condition that the obligations in clauses 6.2 (Works) and 6.3 (Dedication of Land) are fulfilled by the Completion Date,” do not apply;
- (iv) clause 6.1(f) will not apply to the Dedication Land SFL2 and will be replaced by the following requirement in respect of that land:

In respect of the SFL2 Road Works, within 10 days of the later of Council receiving:

- (i) a notice of practical completion for those works; and*
- (ii) confirmation that the Council is the owner of the Dedication Land SFL2,*

Council will issue a Monetary Contribution Certificate to SFL2; and

- (v) no offsets are to be issued for the delivery of the SFL2 Road Works under this agreement.
- (g) The parties agree and acknowledge that the dedication or transfer of the:
 - (i) Dedication Land serves the public purpose of enabling the widening of Aldington Road for the Works; and
 - (ii) Dedication Land SFL2 serves the public purpose of providing for future road widening of Aldington Road.
- (h) Prior to the dedication or transfer of the Dedication Land or Dedication Land SFL2, each Landowner is to provide Council with a draft subdivision plan, with a written notice that includes written confirmation from the Surveyor setting out, in square metres, the area of the Dedication Land and the Dedication Land SFL2 (as applicable) and the calculation of the Dedication Land Offset for each Landowner, as determined by the Surveyor.
- (i) Where a draft subdivision plan provided to Council for the purpose of clause 6.3(h) contains variations to the Dedication Land, required by Council as part of any Works Approval, Council will determine according to law whether any such variations are acceptable in its capacity as the issuer of a Roads Subdivision Certificate.
- (j) When determining the areas of land for the purpose of clause 6.3(h), the Surveyor will have regard to the plans at Annexure C.

6.4 Dedication, Pavement, Verge and Intersection Rates

The parties agree that the Dedication Land Rate, Pavement Rate and Verge Rate, and Intersection Rate are consistent with the Contributions Plan as at the date of this agreement.

6.5 Maintenance and Rectification of Defects

The Road Developer must Maintain the Works and rectify any defects after Handover of the Works in accordance with the Construction Terms.

6.6 Access to Council owned land

- (a) The Council agrees to permit the Road Developer, upon receiving at least 10 Business Days' prior notice, to enter, pass through or occupy any Council owned or controlled land in order to enable the Road Developer to properly

perform its obligations under this agreement. Nothing in this clause creates or gives the Road Developer any estate or interest in any part of the Council owned or controlled land. This clause applies to any part of the Land which is dedicated or transferred to Council prior to Handover of the Works.

- (b) The Road Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims in connection with the entry or access by the Road Developer to, or any presence of the Road Developer on, Council owned or controlled land for the purposes of performing their obligations under this agreement, except to the extent such Claim arises either directly or indirectly as a result of the Council or its employees, officers, agents, contractors or workmen's negligence, default, act or omission.

7 Application of s 7.11, s 7.12, s 7.24 and subdiv 4 of div 7.1 of the Act

- (a) This agreement does not exclude the application of section 7.11 of the Act to the Development.
- (b) This agreement does not exclude the application of section 7.12 of the Act to the Development.
- (c) This agreement does not exclude the application of the former section 7.24 of the Act to the Development.
- (d) This agreement does not exclude the application of subdivision 4 of division 7.1 of the Act to the Development.
- (e) The benefits under this agreement are to be taken into consideration in determining a development contribution under section 7.11 of the Act.

8 Registration of this agreement

8.1 Landowner Interest

- (a) Each Landowner represents and warrants to the Council that, on the date of this agreement, it:
 - (i) is the registered proprietor of its respective part of the Land and consents to the registration of this agreement in accordance with clause 8.2, and
 - (ii) has obtained the consent of each person who has an estate or interest in its respective part of the Land registered under the *Real Property Act 1900* (NSW), or is seized or possessed of an estate or interest in its respective part of the Land, to the registration of this agreement on title.

8.2 Registration of this agreement

- (a) Each Landowner agrees to procure the registration of this agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the Register of its respective part of the Land in accordance with section 7.6 of the Act.
- (b) Each Landowner, at its own expense, must:
 - (i) procure the lodgement of this agreement with the Registrar-General as soon as reasonably practicable after this agreement comes into operation, but in any event, no later than 40 Business Days after that date;

- (ii) procure the registration of this agreement by the Registrar-General in the relevant folios of the Register of its respective part of the Land as soon as reasonably practicable after this agreement is lodged for registration; and
 - (iii) provide documentary evidence that the registration of this agreement has been completed to Council within 5 Business Days of receiving confirmation that the registration has occurred, including in the form of a title search.
- (c) Each Landowner, at its own expense will, promptly after the execution of this agreement, take all practical steps, and otherwise do anything that the Council reasonably requires to procure:
 - (i) an acceptance of the terms of this agreement and an acknowledgement in writing from any existing mortgagee in relation to its respective part of the Land that the mortgagee will adhere to the provisions of this agreement if it takes possession of the relevant part of the Land as mortgagee in possession; and
 - (ii) the execution of any documents;
 to enable the registration of this agreement in accordance with this clause 8.2.
- (d) The Council agrees to do all things that may be reasonably required, within a reasonable time, to assist each Landowner to meet their obligations under this clause 8.2.

8.3 *Removal from Register*

The Council will, at the relevant Landowner's cost, provide a release and discharge of this agreement so that it may be removed from the folios of the Register for the Land (or any part of it) provided the Council is satisfied that any obligations under this agreement in respect of that part of the Land have been duly fulfilled. For the avoidance of doubt, the parties agree that the Council may, at its discretion, release and discharge this agreement over certain folios of the Register for the Land in stages.

8.4 *Caveat*

- (a) Each Landowner acknowledges and agrees that:
 - (i) when this agreement is executed, the Council is deemed to have acquired and each Landowner is deemed to have granted, an equitable estate and interest in its respective parts of the Land for the purposes of section 74F(1) of the *Real Property Act 1900* (NSW) and consequently the Council will have a sufficient interest in the relevant part of the Land in respect of which to lodge a caveat over the Land notifying that interest; and
 - (ii) it will not object to the Council lodging a caveat in the relevant folios of the Register for its respective part of the Land nor will it seek to remove any caveat lodged by the Council provided the caveat does not prevent registration of any dealing or plan other than a transfer.
- (b) The Council must, at the relevant Landowner's cost, register a withdrawal of any caveat in respect of the Landowner's respective part of the Land within five Business Days after that Landowner complies with clause 8.2.

- (c) A Landowner must notify the Council within five Business Days after the registration of any subdivision plan that creates a separate lot for the Dedication Land or Dedication Land SFL2 or any part of the Dedication Land or Dedication Land SFL2.
- (d) Each Landowner acknowledges and agrees that, in the event a separate lot is created for its respective part of the Dedication Land or Dedication Land SFL2 or any part of the Dedication Land or Dedication Land SFL2, it will not object to Council lodging a caveat in the relevant folios of the Register for that land, nor will it seek to remove any such caveat lodged by Council, until the relevant part of the Land is dedicated or transferred to Council in accordance with this agreement.

9 Review of this agreement

9.1 *Review generally*

- (a) This agreement may be reviewed or modified.
- (b) Any review or modification of this agreement will be conducted in the circumstances and in the manner determined by the parties.
- (c) No modification or review of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement and complies with clause 16.4.
- (d) A party is not in breach of this agreement if it does not agree to a modification to this agreement requested by a party in, or as a consequence of, a review.

10 Dispute Resolution

10.1 *Reference to Dispute*

If a dispute arises between the parties in relation to this agreement, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

10.2 *Notice of Dispute*

The party wishing to commence the dispute resolution process must give written notice (**Notice of Dispute**) to the other parties of:

- (a) The nature of the dispute;
- (b) The alleged basis of the dispute; and
- (c) The position which the party issuing the Notice of Dispute believes is correct.

10.3 *Representatives of Parties to Meet*

- (a) The representatives of the parties must promptly (and in any event within 10 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:
 - (i) resolve the dispute during the course of that meeting,
 - (ii) agree that further material or expert determination in accordance with clause 10.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or

- (iii) 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.

10.4 *Further Notice if Not Settled*

If the dispute is not resolved within 30 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Determination Notice**) by mediation under clause 10.5 or by expert determination under clause 10.6.

10.5 *Mediation*

If a party gives a Determination Notice calling for the dispute to be mediated:

- (a) The parties must agree to the terms of reference of the mediation within 20 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) The mediator will be agreed between the parties, or failing agreement within 15 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) The mediator appointed pursuant to this clause 10.5 must:
 - (i) Have reasonable qualifications and practical experience in the area of the dispute; and
 - (ii) Have no interest or duty which conflicts or may conflict with his or her function as a mediator, he or she being required to fully disclose any such interest or duty before his or her appointment;
- (d) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) The parties must within 10 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 5 Business Days of the resolution);
- (f) The parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (g) In relation to costs and expenses:
 - (i) Each party will bear its own professional and expert costs incurred in connection with the mediation; and
 - (ii) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

10.6 *Expert determination*

If the dispute is not resolved under clause 10.3 or clause 10.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

- (a) The dispute must be determined by an independent expert in the relevant field:
 - (i) Agreed upon and appointed jointly by the parties; and
 - (ii) In the event that no agreement is reached or no appointment is made within 10 Business Days of the agreement to refer the dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;
- (b) The expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) The determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) The expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) Each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (f) Any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:
 - (i) Within 5 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
 - (ii) The determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

10.7 *Litigation*

If the dispute is not finally resolved in accordance with this clause 10, then either party is at liberty to litigate the dispute.

10.8 *No suspension of contractual obligations*

Subject to any interlocutory order obtained under clause 10.1, the referral to or undertaking of a dispute resolution process under this clause 10 does not suspend the parties' obligations under this agreement.

11 **Enforcement and Security**

11.1 *Default*

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this agreement, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days.

- (b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.
- (c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 10 of this agreement.

11.2 *Security*

11.2.1 *Definition*

In this clause 11.2, **Security** means each performance security to be provided pursuant to this agreement, and includes the Contribution Security, the Works Security and any Replacement Security, as the context requires.

11.2.2 *Contribution Security*

- (a) Within seven (7) days of an Applicant's payment of the Plan Administration Component of the Contribution for its Development in accordance with clause 6.1(c), that Applicant must provide to the Council Security in the form of a Bank Guarantee or Bond in an amount equivalent to the Balance of Contributions or the Monetary Contribution (as the case may be) payable as at the date the Security is provided, calculated in accordance with clause 11.2.2(b) (**Contribution Security**).
- (b) In determining an Applicant's Contribution Security or Replacement Security for the purposes of clauses 11.2.2(a) and 11.2.4(d) (as applicable), the relevant Applicant and Council agree to subtract from the Applicant's Balance of Contributions or Monetary Contribution liability (as the case may be) any:
 - (i) Plan Administration Component paid by that Applicant;
 - (ii) Works Offsets or Dedication Land Offsets that are attributable to that Applicant having regard to the procedures for the allocation of offsets in clause 6.1;
 - (iii) cash payments made to Council for the purposes of discharging that Applicant's Monetary Contribution liability; and
 - (iv) the value of any Material Public Benefit the subject of any WIKa or Planning Agreement entered into with Council in relation to that Applicant's Development.
- (c) Council acknowledges and agrees that, notwithstanding any other clause in this agreement, an obligation of an Applicant to provide a Contribution Security pursuant to this clause 11.2.2 is personal to each Applicant in respect of its Development and no other Applicant is liable for another Applicant's obligation to provide a Contribution Security.
- (d) If an Applicant fails to pay its Balance of Contributions or Monetary Contribution in accordance with clause 6.1(d), Council may call on the Contribution Security provided by that Applicant.
- (e) Each Applicant acknowledges and agrees that:

- (i) Council has an unfettered on demand right to have recourse to the Contribution Security if the event described in clause 11.2.2(d) occurs; and
- (ii) Council may apply the proceeds of a Contribution Security by an Applicant to satisfy:
 - (A) any obligation of that Applicant under this agreement to pay Contributions; and
 - (B) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by that Applicant to comply with this agreement.
- (iii) it will not under any circumstances, injunct or otherwise restrain:
 - (A) any issuer of any Contribution Security from paying Council pursuant to a Contribution Security; or
 - (B) Council from:
 - 1. taking any steps to obtain payment under any Contribution Security;
 - 2. converting into money any Contribution Security that does not consist of money; or
 - 3. using the moneys received under any Contribution Security.

11.2.3 Works Security

- (a) Upon commencement of this agreement, the Road Developer must provide to the Council Security in the form of Bank Guarantees and/or Bonds that together total an amount equivalent to 125% of the agreed value of the Works (**Works Security**).
- (b) Council agrees that it will accept separate Works Securities on the basis that:
 - (i) the Road Developer provides no more than three Works Securities for each of:
 - (A) the agreed value of the Phase 2 Stage 1 Works (**Stage 1 Works Security**);
 - (B) 25% of the agreed value of the Phase 2 Stage 1 Works (**Stage 1 Defects Security**);
 - (C) the agreed value of the Phase 2 Stage 2 Works (**Stage 2 Works Security**); and
 - (D) 25% of the agreed value of the Phase 2 Stage 2 Works (**Stage 2 Defects Security**),
 which, for the avoidance of doubt, totals a maximum of 12 Works Securities, unless otherwise agreed;
 - (ii) the Works Securities are provided simultaneously; and
 - (iii) the aggregate of the Works Securities totals an amount equivalent to 125% of the agreed value of the Works.

- (c) Without limiting any other remedies available to Council under this agreement, Council may call on any one or more of the Works Securities if:
 - (i) the Road Developer is in material or substantial breach of this agreement and has failed to rectify the breach within a reasonable period of time after having been given reasonable notice (which must not be less than 21 Business Days) in writing to do so in accordance with clause 11.1 of this agreement; or
 - (ii) all of the Road Developers become Insolvent;
 - (iii) a Development Consent or other Approval for the Works is declared by a Court to be invalid, and a new Development Consent or Approval (as may be required) for the Works has not been obtained within the timeframe specified in clause 6.2(b); or
 - (iv) the Works are not completed by the Completion Date.
- (d) The Road Developer acknowledges and agrees that:
 - (i) Council has an unfettered on demand right to have recourse to the Works Security if any event described in clause 11.2.3(c) occurs;
 - (ii) the Council may apply the proceeds of any Works Security to satisfy:
 - (A) any obligation of the Road Developer under this agreement to carry out and complete the Works in accordance with the agreement; and
 - (B) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Road Developer to comply with this agreement; and
 - (iii) it will not under any circumstances, in junct or otherwise restrain:
 - (A) the issuer of any Works Security from paying Council pursuant to a Works Security; or
 - (B) Council from:
 - 1. taking any steps to obtain payment under any Works Security;
 - 2. converting into money any Works Security that does not consist of money; or
 - 3. using the moneys received under any Works Security.

11.2.4 Replacement Security

- (a) Within 20 Business Days of each calendar year of any Security provided under this clause 11, if requested by Council in writing, the Road Developer or an Applicant (as applicable) must provide Council with one or more replacement securities (**Replacement Securities**) in an amount calculated in accordance with the following:

$$A = \frac{B \times D}{C}$$

Where:

A is the amount of the Replacement Security,

B is the amount of the Security to be replaced,

C is the CPI for the quarter ending immediately before the date of the Security to be replaced,

D is the CPI for the quarter ending immediately before the date of the Replacement Security,

provided A is greater than B.

- (b) On receipt of a Replacement Security provided under clause 11.2.4(a), the Council must release and return to the relevant Road Developer or Applicant, as directed by that Road Developer or Applicant, the Security that has been replaced as soon as reasonably practicable.
- (c) At any time following the provision of a Security under this clause, the Road Developer or an Applicant(s) may provide the Council with one or more replacement Securities totalling the amount of all Securities required to be provided under this clause 11.2 for the time being. On receipt of such replacement Security, the Council must release and return to the relevant Road Developers or Applicant(s), as directed, the Securities which it holds that have been replaced as soon as reasonably practicable.
- (d) Within seven (7) days of:
 - (i) the issue of a Monetary Contribution Certificate;
 - (ii) entry into a WIKA or Planning Agreement with Council in relation to the Development; and/or
 - (iii) the satisfaction of obligations under a WIKA or Planning Agreement,

the Applicant may issue a request for a Replacement Security in the reduced amount of an Applicant's Monetary Contribution liability calculated in accordance with clause 11.2.2(b).

11.2.5 Return

- (a) In respect of Contribution Security, unless:
 - (i) Council has made or intends to make a demand against an Applicant's Contribution Security; or
 - (ii) that Applicant is in material or substantial breach of this agreement as it relates to the obligation to pay Contributions at the relevant time,

Council must return a Contribution Security provided by that Applicant within 10 Business Days after that Applicant has discharged its obligation to pay Contributions in respect of that Applicant's Development.
- (b) In respect of Works Security, unless:
 - (i) Council has made or intends to make a demand against any Works Security provided by the Road Developer; or
 - (ii) the Road Developer is in material or substantial breach of this agreement as it relates to the Works at the relevant time,

Council must promptly return a Works Security provided under this clause 11 if requested by a Road Developer and:

- (iii) in respect of the Stage 1 Works Security and Stage 2 Works Security, Handover has occurred for the Stage to which the Works Security relates; and
- (iv) in respect of the Stage 1 Defects Security and Stage 2 Defects Security, the Defects Liability and Maintenance Period (as defined in the Construction Terms) for the Stage to which the Works Security relates has expired.

11.2.6 *Enforcement*

Nothing in this clause 11.2 prevents or restricts the Council from taking any enforcement action in relation to:

- (a) any obligation of the Road Developer or an Applicant under this agreement; or
 - (b) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Road Developer or an Applicant to comply with this agreement,
- that is not or cannot be satisfied by calling on a Security.

11.3 *Compulsory Acquisition*

- (a) If a Landowner does not dedicate or transfer that part of the Dedication Land it owns to Council as required by this agreement, the Landowner agrees that the Council may compulsorily acquire that part of the Dedication Land the Landowner has failed to dedicate or transfer, in which case the Landowner consents to the Council compulsorily acquiring that part of the Dedication Land for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedures in the *Land Acquisition (Just Terms Compensation) Act 1991* and may recover any costs, including legal costs, incurred by the Council on acquisition of the land from the Landowner.
- (b) Clause 11.3(a) constitutes an agreement for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991*.
- (c) Except as otherwise agreed between a Landowner and Council, the Landowner must ensure that the Dedication Land is freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, rights, charges, rates, strata levies and contracts, except as may be permitted by this agreement on the date that the Council will acquire the land in accordance with clause 11.3(a).
- (d) A Landowner whose land is acquired in accordance with clause 11.3(a) indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the relevant land acquired.
- (e) The Landowner must pay the Council, promptly on demand, an amount equivalent to all costs, including legal costs, incurred by the Council acquiring the whole or any part of the relevant land under clause 11.3(a) that are not or cannot be recovered by calling on a Security.

11.3A *Compulsory Acquisition – SFL2*

- (a) If SFL2 does not dedicate or transfer the Dedication Land SFL2 to Council as required by this agreement, the Council may compulsorily acquire the relevant land, in which case SFL2 consents to the Council compulsorily acquiring that land

for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedures in the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW) and may recover any costs, including legal costs, incurred by the Council on acquisition of the land from SFL2.

- (b) Clause 11.3A(a) constitutes an agreement for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).
- (c) Except as otherwise agreed between SFL2 and Council, SFL2 must ensure the Dedication Land SFL2 is freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, rights, charges, rates, strata levies and contracts, except as may be permitted by this agreement on the date that the Council will acquire the land in accordance with clause 11.3A(a).
- (d) SFL2 indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the Dedication Land SFL2 under clause 11.3A(a).
- (e) SFL2 must pay the Council, promptly on demand, an amount equivalent to all costs, including legal costs, incurred by the Council acquiring the whole or any part of the Dedication Land SFL2 under clause 11.3A(a) that are not or cannot be recovered by calling on a Security.

11.4 *Restriction on the issue of Certificates*

- (a) In accordance with section 6.10 of the Act and section 48 of the Regulation, the following obligations under this agreement must be satisfied in relation to the issue of an Occupation Certificate for Development:
 - (i) dedication or transfer of the Dedication Land in accordance with clause 6.3(d); and
 - (ii) Handover of the Works in accordance with clauses 6.2(e) and 6.2(f).
- (b) In accordance with section 6.10 of the Act and section 48 of the Regulation, the obligation to dedicate or transfer the Dedication Land SFL2 in accordance with clause 6.3(e) must be satisfied before an Occupation Certificate is issued for Development on the SFL2 Land.
- (c) In accordance with section 6.15(1)(d) of the Act, an Applicant's obligations to:
 - (i) provide a Contribution Security in accordance with clause 11.2.2(a);
 - (ii) pay the Monetary Contribution in accordance with clauses 6.1(d) and 6.1(i),
 are restrictions on the issue of Subdivision Certificates for Development on that Applicant's part of the Land.

11.5 *General Enforcement*

- (a) Subject to clause 10 ("Dispute Resolution") and without limiting any other remedies available to the parties, this agreement may be enforced by any party in any Court of competent jurisdiction.
- (b) Nothing in this agreement prevents:
 - (i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this agreement relates; and

- (ii) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this agreement or any matter to which this agreement relates.

12 Assignment and Dealings

12.1 Assignment

- (a) A party must not assign or deal with any right under this agreement without the prior written consent of the other parties.
- (b) Any change of ownership or control (as defined in section 50AA of the *Corporations Act 2001* (Cth)) of a party (excluding the Council) shall be deemed to be an assignment of this agreement for the purposes of this clause.
- (c) Any purported dealing in breach of this clause is of no effect.

12.2 Transfer of Land

A Landowner may not, transfer, assign or dispose of the whole or any part of its right, title or freehold interest in the Land (present or future) to another person (**Transferee**) unless before it sells, transfers or disposes of that right, title or interest:

- (a) the Landowner satisfies the Council that the proposed Transferee is financially capable of complying with the relevant Landowner's obligations under this agreement and, if that Landowner is also a Road Developer, the Road Developer's obligations under this agreement;
- (b) the Landowner satisfies the Council that the rights of the Council will not be diminished or fettered in any way;
- (c) the Transferee delivers to the Council a novation deed signed by the Transferee in a form and of such substance as is acceptable to the Council containing provisions under which the Transferee agrees to comply with all the outstanding obligations of the Landowner and, if that Landowner is also a Road Developer, of the Road Developer under this agreement;
- (d) any default under any provisions of this agreement has been remedied or waived by the Council, on such conditions as the Council may determine, and
- (e) the Landowner and the Transferee pay the Council's reasonable costs in relation to the assignment.

13 Approvals and 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 obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions.

14 No fetter

14.1 Discretion

- (a) This agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including, but not limited to, any statutory power or discretion of the Council relating to a Development Application

in respect of the Development or any other application for Development Consent (all referred to in this agreement as a "**Discretion**").

- (b) The Council nevertheless acknowledges that in accordance with section 7.11(6) of the Act, when considering the Contributions payable by an Applicant pursuant to a future Development Consent that applies to land within the Mamre Road Precinct, the consent authority must have regard to the final Monetary Contribution Certificate issued in accordance with clause 6.1(m) and take into consideration the value of the Works Offset and the Dedication Land Offset (as applicable) to the extent that they exceed the Monetary Contribution in determining the amount of the Contributions payable at that time pursuant to the future Development Consent.

14.2 *No fetter*

No provision of this agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:

- (a) They will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied,
- (b) In the event that (a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this agreement has full force and effect, and
- (c) To endeavour to satisfy the common objectives of the parties in relation to the provision of this agreement which is to be held to be a fetter to the extent that is possible having regard to the relevant court judgment.

15 Notices

Any notice given under or in connection with this agreement (**Notice**):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by email at the address below, or at the address last notified by the intended recipient to the sender after the date of this agreement:

- (i) to Penrith City Council: PO Box 60, Penrith, NSW 2751
Fax: (02) 4732 7958
Email: council@penrith.city
Attention: The General Manager
- (ii) to The Company
Directors and
Secretary, Australand
C & I Land Holdings
Pty Ltd and FPI
Developments NSW
Pty Limited
Level 2, Building C, 1 Homebush Bay
Drive, RHODES NSW 2138
Email:
Roland.Martin@frasersproperty.com.au
Attention: Roland Martin

- | | | |
|-------|--|---|
| (iii) | to The Company
Directors and
Secretary, Stockland
Fife Kemps Creek Pty
Limited | Level 12, 89 York Street, SYDNEY NSW

Email:
michael.wiseman@fifecapital.com.au and
fifea@fifecapital.com.au

Attention: Michael Wiseman |
| (iv) | to The Company
Directors and
Secretary, Stockland
Development Pty
Limited and Fife Land 3
Pty Limited | Level 12, 89 York Street, SYDNEY NSW

Email:
michael.wiseman@fifecapital.com.au and
fifea@fifecapital.com.au

Attention: Michael Wiseman |
| (v) | to The Company
Directors and
Secretary, Stockland
Development Pty
Limited and Fife Land 2
Pty Limited | Level 25, 133 Castlereagh Street,
SYDNEY NSW

Email: brendon.lucas@stockland.com.au
and legal4@stockland.com.au

Attention: Brendon Lucas |

- (c) is taken to be given or made:
- (i) in the case of hand delivery, when delivered;
 - (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of an email, when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above; and
- (d) if under clause 15(c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

16 General

16.1 *Relationship between parties*

- (a) Nothing in this agreement:
- (i) constitutes a partnership between Council and the other parties to this agreement; or
 - (ii) except as expressly provided, makes the other parties to this agreement agents of Council for any purpose.
- (b) An Applicant cannot in any way or for any purpose:
- (i) bind Council; or
 - (ii) contract in the name of Council.

- (c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

16.1A Liability of the Road Developer

For the avoidance of doubt and without derogating from clause 2(p), as the Road Developer consists of more than one person, liability of the Road Developer under this agreement is a joint liability of all those persons and a separate liability of each of them.

16.1B Civil Liability Act

It is agreed that, to the maximum extent permitted by law, the operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded in relation to all and any obligations and liabilities of the Road Developer under this agreement, whether such obligations or liabilities are sought to be enforced as a breach of contract or claim in tort (including negligence), in equity, under statute, or otherwise at law.

16.2 Time for doing acts

- (a) If the time for doing any act or thing required to be done or a notice period specified in this agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5.00 pm on the specified day, it is taken to have been done on the following Business Day.

16.3 Further assurances

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this agreement.

16.4 Variation

A provision of this agreement can only be varied by a later written document executed by or on behalf of all parties and in accordance with the provisions of the Act.

16.5 Counterparts

This agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

16.6A Electronic execution

- (a) Each party consents to this agreement and any variations of this agreement being signed by electronic signature by the methods set out in this clause.
- (b) This clause applies regardless of the type of legal entity of the parties. If this agreement or any subsequent variations are signed on behalf of a legal entity, the persons signing warrant that they have the authority to sign.
- (c) For the purposes of this clause, the parties agree that the following methods validly identify the person signing and indicate that person's intention to sign this agreement and any variation of it:
 - (i) insertion of an image (including a scanned image) of the person's own unique signature on to the agreement;
 - (ii) insertion of the person's name on to the agreement; or

- (iii) use of a stylus or touch finger or a touch screen to sign the agreement, provided that in each of the above cases, words to the effect of 'Electronic signature of me, [NAME], affixed by me on [DATE]' are also included on the agreement;
 - (iv) use of a reliable electronic signature and exchange platform (such as DocuSign or AdobeSign) to sign the agreement; or
 - (v) as otherwise agreed in writing (including via email) between the parties.
- (d) The parties agree that the above methods are reliable as appropriate for the purpose of signing this agreement and that electronic signing of this agreement by or on behalf of a party indicates that party's intention to be bound.
 - (e) A signed copy of this agreement transmitted by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original executed copy of this agreement for all purposes.

16.6 *Legal expenses, stamp duty and administration fees*

The Road Developer must pay on demand Council's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution, stamping, and release and discharge of this agreement, including the reasonable costs incurred by the Council in obtaining any advice about this agreement or the value of land or works to be delivered under this agreement.

16.7 *Entire agreement*

The contents of this agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this agreement, whether orally or in writing.

16.8 *Representations and warranties*

The parties represent and warrant that they have the power and authority 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.

16.9 *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.

16.10 *Invalidity*

- (a) A word or provision must be read down if:
 - (i) this agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.

- (b) A word or provision must be severed if:
 - (i) despite the operation of clause 16.10(a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this agreement has full effect even if clause 16.10(b) applies.

16.11 *Waiver*

A right or remedy created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

16.12 *GST*

- (a) Words and expressions which are not defined in this agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this agreement, the Road Developer must pay the GST or pay to the Council an amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.

16.13 *Governing law and jurisdiction*

- (a) The laws applicable in New South Wales govern this agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

17 *Reporting*

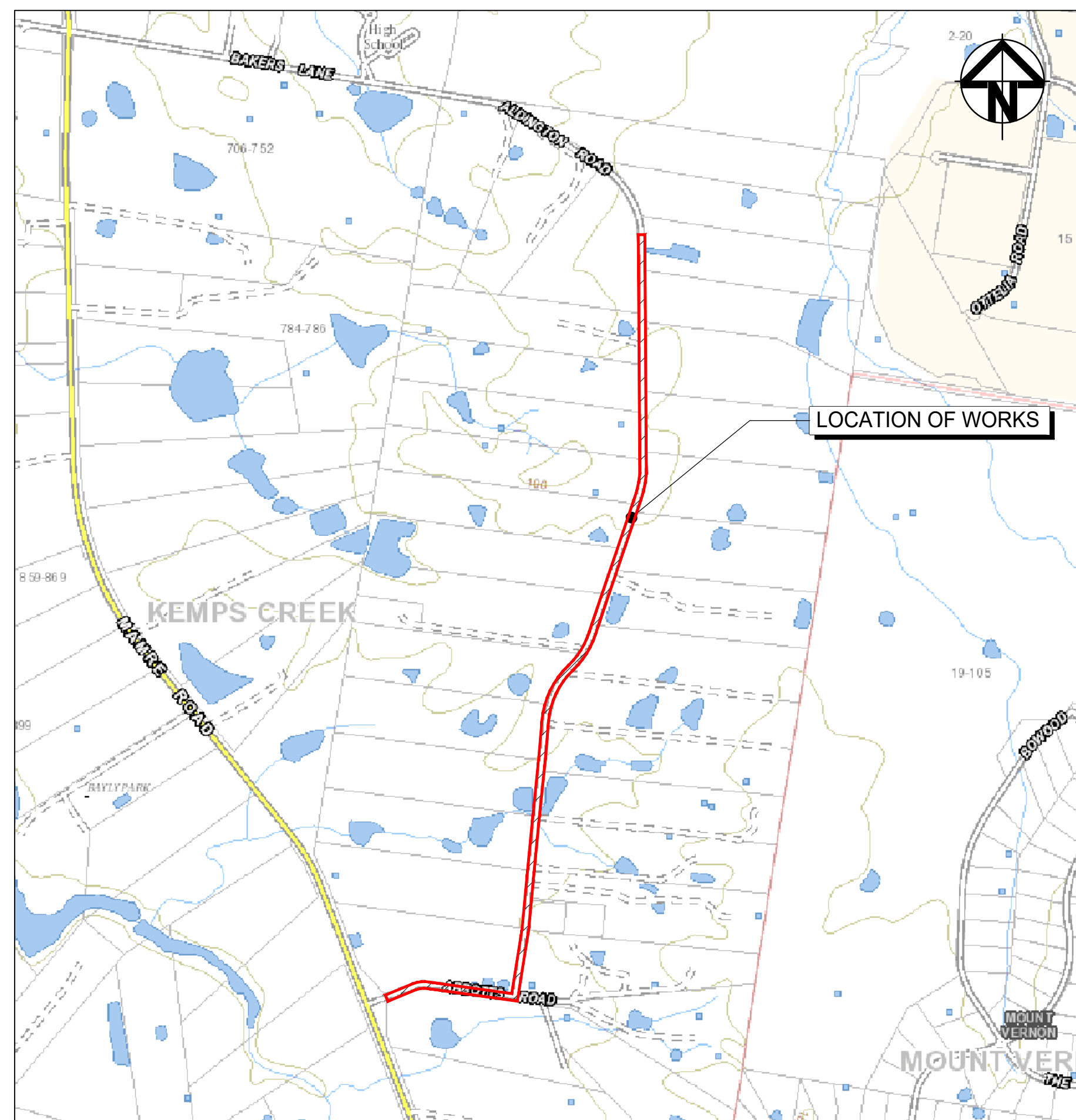
On or before 31 July in each calendar year after the execution of this agreement and until all obligations under this agreement are satisfied, the Road Developer must provide a written report to Council detailing the progress of the provision of Contributions under this agreement and the progress of the Works.

Schedule 1 Works

Aldington and Abbotts Road Upgrade (AARU) 3000-Series, Civil Works Package Phase 1 & 2
dated 19 December 2023

3000-SERIES, CIVIL WORKS PACKAGE

PHASE 1 & 2



LOCALITY PLAN
NTS

GENERAL NOTES

STREET PLANTING IS TO BE IN ACCORDANCE WITH THE MAMRE ROAD
PRECINCT DCP AND REQUIREMENTS OF SYDNEY WATER

STREET LIGHT DESIGN FOR ABBOTTS ROAD AND ALDINGTON ROADS TO BE
DESIGNED TO CATEGORY PR2 AS PER AS1158

[illegible]

CIVIL WORKS GENERAL NOTES

GENERAL NOTES

- LEVELS ARE TO AUSTRALIAN HEIGHT DATUM (A.H.D.).
- ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTES OTHERWISE. ALL LEVELS, METREAGES, STATIONS AND CO-ORDINATES ARE EXPRESSED IN METRES.
- SERVICES ARE INDICATIVE ONLY. THE CONTRACTOR IS TO CONFIRM LOCATIONS OF ALL SERVICES PRIOR TO COMMENCING WORK. THE CONTRACTOR TO ENSURE ADOPTED, METHOD OF CONSTRUCTION WILL AVOID DAMAGE TO ALL SERVICES.
- ACCESS TO PROPERTIES TO BE MADE AVAILABLE BY CONTRACTOR AT ALL TIMES DURING CONSTRUCTION.

SURVEY NOTES

THE EXISTING SITE CONDITIONS SHOWN ON THE FOLLOWING DRAWINGS HAVE BEEN INVESTIGATED BY LANDPARTNERS, BEING REGISTERED SURVEYORS. THE INFORMATION IS SHOWN TO PROVIDE A BASIS FOR DESIGN. AT & L DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE SURVEY BASE OR ITS SUITABILITY AS A BASIS FOR CONSTRUCTION DRAWINGS.

POINT OF ORIGIN: PM33562

SHOULD DISCREPANCIES BE ENCOUNTERED DURING CONSTRUCTION BETWEEN THE SURVEY DATA AND ACTUAL FIELD DATA, CONTACT AT & L.

THE FOLLOWING NOTES HAVE BEEN TAKEN DIRECTLY FROM THE ORIGINAL SURVEY DOCUMENTS.

IMPORTANT NOTE:
TREE SIZES ARE ESTIMATES ONLY.
ONLY VISIBLE SERVICES HAVE BEEN LOCATED IN THIS SURVEY. SERVICE AND UTILITIES SHOWN ON PLAN HAVE BEEN LOCATED BY PHYSICAL EVIDENCE ON SITE ONLY AND MAY NOT HAVE BEEN OPENED TO VERIFY THE TYPE OF UTILITY. NEITHER EXCAVATION NOR POT-HOLING HAVE BEEN CARRIED OUT TO CONFIRM UNDERGROUND LOCATION. SERVICE DETAILS SHOULD BE CONFIRMED WITH THE RELEVANT SERVICE AUTHORITY DURING DESIGN AND PRIOR TO ANY CONSTRUCTION.
ALL DIMENSIONS MUST BE VERIFIED ON SITE PRIOR TO ANY CONSTRUCTION. THE POSITION OF SURVEYED DATA HAS BEEN LOCATED AND IS SHOWN TO TOPOGRAPHIC ACCURACIES. IF CLEARANCES TO BOUNDARIES OR OTHER FEATURES ARE CRITICAL AND DIMENSIONS ARE NOT SHOWN FURTHER SURVEY MAY BE REQUIRED.
THE TITLE BOUNDARIES SHOWN HEREON WERE NOT MARKED AT THE TIME OF SURVEY AND HAVE BEEN DETERMINED BY PLAN DIMENSIONS ONLY AND NOT BY FIELD SURVEY.
ANY CONSTRUCTION ON OR NEAR BOUNDARIES WILL REQUIRE FURTHER SURVEY IN ORDER THAT MARKS DEFINING BOUNDARIES CAN BE PLACED.

EXISTING UNDERGROUND SERVICES

- THE LOCATIONS OF UNDERGROUND SERVICES SHOWN IN THIS SET OF DRAWINGS HAVE BEEN PLOTTED FROM SURVEY INFORMATION AND SERVICE AUTHORITY INFORMATION. THE SERVICE INFORMATION HAS BEEN PREPARED ONLY TO SHOW THE APPROXIMATE POSITIONS OF ANY KNOWN SERVICES AND MAY NOT BE AS CONSTRUCTED OR ACCURATE.
- AT & L CAN NOT GUARANTEE THAT THE SERVICES INFORMATION SHOWN ON THESE DRAWINGS ACCURATELY INDICATES THE PRESENCE OR ABSENCE OF SERVICES OR THEIR LOCATION AND WILL ACCEPT NO LIABILITY FOR INACCURACIES IN THE SERVICES INFORMATION SHOWN FROM ANY CAUSE WHATSOEVER.
- CONTRACTORS SHALL TAKE DUE CARE WHEN EXCAVATING ONSITE INCLUDING HAND EXCAVATION WHERE NECESSARY.
- CONTRACTORS ARE TO CONTACT THE RELEVANT SERVICE AUTHORITY PRIOR TO COMMENCEMENT OF EXCAVATION WORKS.
- CONTRACTORS ARE TO UNDERTAKE A SERVICES SEARCH, PRIOR TO COMMENCEMENT OF WORKS ON SITE. SEARCH RESULTS ARE TO BE KEPT ON SITE AT ALL TIMES.
- PRIOR TO COMMENCEMENT OF WORKS, THE CONTRACTOR IS TO CONFIRM THE ALIGNMENT AND LEVELS OF ALL EXISTING SERVICES AT ALL LOCATIONS WHERE THE PROPOSED SERVICES ARE TO CROSS, CONNECT TO, OR ARE LOCATED IN CLOSE PROXIMITY TO THE EXISTING SERVICES.

DEWATERING

ANY DEWATERING WORKS TO BE AS PER THE DEWATERING PROCEDURE AS CONTAINED WITHIN THE CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN (CEMP).

DECOMMISSIONING / DEMOLITION

EXISTING FENCING, UTILITIES AND OTHER REDUNDANT STRUCTURES TO BE DEMOLISHED AND REMOVED TO AN APPROVED WASTE MANAGEMENT FACILITY.

NOTE

THESE NOTES ARE TO BE READ IN CONJUNCTION WITH THE CONSTRUCTION SPECIFICATION FOR THE THE RELEVANT AUTHORITY.

WHERE A DISCREPANCY EXISTS BETWEEN THESE NOTES AND THOSE WITHIN AN AUTHORITY SPECIFICATION, THE AUTHORITY SPECIFICATION MUST BE ADOPTED.

KERBING NOTES

- ALL CONCRETE TO HAVE A MINIMUM COMPRESSIVE STRENGTH OF 25 MPa U.N.O IN REINFORCED CONCRETE NOTES.
- ALL KERBS, GUTTERS, DISH DRAINS AND CROSSINGS TO BE CONSTRUCTED ON MIN. 100mm GRANULAR BASECOURSE COMPACTED TO MINIMUM 95% MODIFIED DRY DENSITY (AS 1289 5.2.1).
- EXPANSION JOINTS (E.J.) TO BE FORMED FROM 10mm COMPRESSIBLE CORK FILLER BOARD FOR THE FULL DEPTH OF THE SECTION AND CUT TO PROFILE. EXPANSION JOINTS TO BE LOCATED AT DRAINAGE PITS, ON TANGENT POINTS OF CURVES AND ELSEWHERE AT MAX 12m CENTRES EXCEPT FOR INTEGRAL KERBS WHERE THE EXPANSION JOINTS ARE TO MATCH THE JOINT LOCATIONS IN THE SLABS.
- WEAKENED PLANE JOINTS TO BE MIN 3mm WIDE AND LOCATED AT 3m CENTRES EXCEPT FOR INTEGRAL KERBS WHERE THE WEAKENED PLANE JOINTS ARE TO MATCH THE JOINT LOCATIONS IN THE SLABS.
- BROOM FINISH TO ALL RAMPED AND VEHICULAR CROSSINGS. ALL OTHER KERBING OR DISH DRAINS TO BE STEEL FLOAT FINISHED.
- IN THE REPLACEMENT OF KERB AND GUTTER - EXISTING ROAD PAVEMENT IS TO BE SAWCUT 900mm U.N.O FROM THE LIP OF GUTTER. UPON COMPLETION OF THE NEW KERB AND GUTTER NEW BASECOURSE AND SURFACE TO BE LAID 900mm WIDE U.N.O.
- EXISTING ALLOTMENT DRAINAGE PIPES ARE TO BE BUILT INTO THE NEW KERB AND GUTTER WITH 100mm DIA HOLE.
- EXISTING KERB AND GUTTER IS TO BE COMPLETELY REMOVED WHERE NEW KERB AND GUTTER IS SHOWN.

EMBANKMENT CONSTRUCTION

SEQUENCE

- STRIP VEGETATION AND TOPSOIL FROM EMBANKMENT AREA AND STOCKPILE TOPSOIL FOR LATER USE. CUT BACK AREA TO FIRM GROUND.
- CONSTRUCT EMBANKMENT IN PRESENCE OF YOUR QUALIFIED AND EXPERIENCED GEOTECHNICAL ENGINEER IF NOT ROCK. GEOTECHNICAL ENGINEER TO PROVIDE CERTIFICATION EMBANKMENTS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH DOCUMENTATION.
- IN THE CASE WHERE THE EMBANKMENT MATERIAL IN UNSUITABLE, THE CONTRACTOR WILL SOURCE SUITABLE MATERIAL FOR EMBANKMENTS AND PROVIDE GEOTECHNICAL CERTIFICATION.
- COMPACT CLAY STABILISED WITH HYDRATED LIME (3% BY DRY MASS, MINIMUM) AS APPROVED BY A QUALIFIED AND EXPERIENCED GEOTECHNICAL ENGINEER INTO THE CUT-OFF TRENCH OF LAYER OF 300mm THICKNESS TO A DRY DENSITY EQUIVALENT TO 98% OF THAT DETERMINED BY STANDARD COMPACTION (AS 1289 5.1.1) AND AT A MOISTURE CONTENT OF -2% TO +2% OF OPTIMUM MOISTURE CONTENT.
- CONSTRUCT BODY OF EMBANKMENT WITH STABILISED CLAYEY MATERIAL WON FROM SITE WITH HYDRATED LIME (3% BY DRY MASS MINIMUM) OR IMPORT STABILISED MATERIAL OF THE SAME STANDARD. COMPACT THE CLAYEY MATERIAL APPROVED BY A QUALIFIED AND EXPERIENCED GEOTECHNICAL ENGINEER IN LAYER OF 300mm THICKNESS TO A DRY DENSITY EQUIVALENT TO 98% OF THAT DETERMINED BY STANDARD COMPACTION (AS 1289 5.1.1) AND AT A MOISTURE CONTENT OF -2% TO +2% OF OPTIMUM MOISTURE CONTENT. MOST IMPORTANTLY, IF SHRINKAGE CRACKS OCCUR, REPAIR AS DIRECTED BY YOUR QUALIFIED AND EXPERIENCED GEOTECHNICAL ENGINEER.
- OVERFILL THE EMBANKMENT AND TRIM OFF, SO THAT THE ENTIRE BODY OF THE EMBANKMENT IS COMPACTED.
- PLACE ROCK RIP-RAP AS SHOWN.
- RECOVER TOPSOIL FROM STOCKPILE AND SPREAD OVER EMBANKMENT AND CUT BATTERS (A THIN COVER OF TOPSOIL ONLY HAS BEEN NOMINATED). ONLY LIGHTLY TRACK-ROLL THE TOPSOIL AND THEN LANDSCAPE IN ACCORDANCE WITH THE LANDSCAPE AREA DRAWINGS.
- WATER AND FERTILIZE LANDSCAPE AS REQUIRED BY CLIMATIC CONDITIONS TO ENSURE THE LANDSCAPE IS SUCCESSFUL.
- AT THE COMPLETION OF WORK WRITTEN CONFIRMATION & CERTIFICATION IS TO BE PROVIDED FROM A QUALIFIED & EXPERIENCED GEOTECHNICAL ENGINEER THAT THE EMBANKMENTS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THESE DRAWINGS.

CONCRETE NOTES

- ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH AS 3600 CURRENT EDITION WITH AMENDMENTS, EXCEPT WHERE VARIED BY THE CONTRACT DOCUMENTS.
- CONCRETE QUALITY
ALL REQUIREMENTS OF THE CURRENT ACSE CONCRETE SPECIFICATION DOCUMENT 1 SHALL APPLY TO THE FORMWORK, REINFORCEMENT AND CONCRETE UNLESS NOTED OTHERWISE.

ELEMENT	AS 3600 F _c MPa AT 28 DAYS	SPECIFIED SLUMP	NOMINAL AGG. SIZE
VEHICULAR BASE	32	60	20
KERBS, PATHS, AND PITS	25	80	20

- CEMENT TYPE SHALL BE (ACSE SPECIFICATION) TYPE SL
- PROJECT CONTROL TESTING SHALL BE CARRIED OUT IN ACCORDANCE WITH AS 1379.
- NO ADMIXTURES SHALL BE USED IN CONCRETE UNLESS APPROVED IN WRITING BY AT & L.
- CLEAR CONCRETE COVER TO ALL REINFORCEMENT FOR DURABILITY SHALL BE 40mm TOP AND 70mm FOR EXTERNAL EDGES UNLESS NOTED OTHERWISE.
- ALL REINFORCEMENT SHALL BE FIRMLY SUPPORTED ON MILD STEEL PLASTIC TIPPED CHAIRS, PLASTIC CHAIRS OR CONCRETE CHAIRS AT NOT GREATER THAN 1m CENTRES BOTH WAYS. BARS SHALL BE TIED AT ALTERNATE INTERSECTIONS.
- THE FINISHED CONCRETE SHALL BE A DENSE HOMOGENEOUS MASS, COMPLETELY FILLING THE FORMWORK, THOROUGHLY EMBEDDING THE REINFORCEMENT AND FREE OF STONE POCKETS. ALL CONCRETE INCLUDING SLABS ON GROUND AND FOOTINGS SHALL BE COMPACTED AND CURED IN ACCORDANCE WITH R.M.S SPECIFICATION R83.
- REINFORCEMENT SYMBOLS:
N DENOTES GRADE 450 N BARS TO AS 1302 GRADE N
R DENOTES 230 R HOT ROLLED PLAIN BARS TO AS 1302
SL DENOTES HARD-DRAWN WIRE REINFORCING FABRIC TO AS 1304
- NUMBER OF BARS IN GROUP
- 17 N 20 250
- NOMINAL BAR SIZE IN mm
- SPACING IN mm
- THE FIGURE FOLLOWING THE FABRIC SYMBOL, SL, IS THE REFERENCE NUMBER FOR FABRIC TO AS 1304.
- FABRIC SHALL BE LAPPED IN ACCORDANCE WITH THE FOLLOWING DETAIL:
- 25 MIN
- LAP TWO WIRES

STORMWATER DRAINAGE NOTES

- STORMWATER DESIGN CRITERIA:
(A) AVERAGE EXCEEDANCE PROBABILITY:
1% AEP MAJOR STORM (OVERLAND FLOW)
5% AEP MINOR STORM (PIPED NETWORK)
- PIPES 300 DIA. AND LARGER TO BE REINFORCED CONCRETE CLASS '3' APPROVED SPIGOT AND SOCKET WITH RUBBER RING JOINTS. U.N.O.
- PIPES UP TO 300 DIA SHALL BE SEWER GRADE uPVC WITH SOLVENT WELDED JOINTS.
- EQUIVALENT STRENGTH VCP OR FRC PIPES MAY BE USED, SUBJECT TO THE APPROVAL OF PENRITH CITY COUNCIL.
- ALL STORMWATER DRAINAGE LINES UNDER PROPOSED BUILDING SLABS TO BE uPVC PRESSURE PIPE GRADE 6. ENSURE ALL VERTICALS AND DOWNPIPES ARE uPVC PRESSURE PIPE, GRADE 6 FOR A MIN OF 3.0m IN HEIGHT.
- PIPES TO BE INSTALLED TO TYPE HS3 SUPPORT IN ACCORDANCE WITH AS 3725 (2007) IN ALL CASES BACKFILL TRENCH WITH SAND TO 300mm ABOVE PIPE. WHERE PIPE IS UNDER PAVEMENTS BACKFILL REMAINDER OF TRENCH TO UNDERSIDE OF PAVEMENT WITH SAND OR APPROVED GRANULAR MATERIAL COMPACTED IN 150mm LAYERS TO MINIMUM 98% STANDARD MAXIMUM DRY DENSITY IN ACCORDANCE WITH AS 1289 5.2.1. (OR A DENSITY INDEX OF NOT LESS THAN 75)
- ALL INTERNAL WORKS WITHIN PROPERTY BOUNDARIES ARE TO COMPLY WITH THE REQUIREMENTS OF AS 3500 3.1 (1998) AND AS/NZS 3500 3.2 (1998).
- PRECAST PITS MAY BE USED SUBJECT TO APPROVAL BY AT & L.
- ENLARGERS, CONNECTIONS AND JUNCTIONS TO BE PREFABRICATED FITTINGS WHERE PIPES ARE LESS THAN 300 DIA.
- WHERE SUBSURFACE DRAINS PASS UNDER FLOOR SLABS AND VEHICULAR PAVEMENTS. UNSLOTTED uPVC SEWER GRADE PIPE IS TO BE USED.
- CARE IS TO BE TAKEN WITH LEVELS OF STORMWATER LINES. GRADES SHOWN ARE NOT TO BE REDUCED WITHOUT APPROVAL.
- GRATES AND COVERS SHALL CONFORM TO AS 3996.
- AT ALL TIMES DURING CONSTRUCTION OF STORMWATER PITS, ADEQUATE SAFETY PROCEDURES SHALL BE TAKEN TO ENSURE AGAINST THE POSSIBILITY OF PERSONNEL FALLING DOWN PITS.
- ALL EXISTING STORMWATER DRAINAGE LINES AND PITS THAT ARE TO REMAIN ARE TO BE INSPECTED AND CLEANED. DURING THIS PROCESS ANY PART OF THE STORMWATER DRAINAGE SYSTEM THAT WARRANTS REPAIR SHALL BE REPORTED TO THE SUPERINTENDENT/ENGINEER FOR FURTHER DIRECTIONS.
- PROVIDE ANTI GRAFFITI PAINT TO FACE OF HEADWALLS.

EROSION AND SEDIMENT CONTROL

NOTES

GENERAL INSTRUCTIONS

- THE CONTRACTOR IS RESPONSIBLE FOR ENGAGING A SUITABLY QUALIFIED EROSION AND SEDIMENT CONSULTANT FOR THE DURATION OF THE CONTRACT WITH THE EXPERTISE IN DESIGNING AND DOCUMENTING THE CONTROLS TO ALLOW THE INSTALLATION AND MAINTENANCE OF THE EROSION AND SEDIMENT CONTROLS. SUITABLE EROSION AND SEDIMENT CONTROLS SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR REQUIRED TO SUIT THE CONSTRUCTION STAGING
- ALL WORK SHALL BE GENERALLY CARRIED OUT IN ACCORDANCE WITH
a. THE OFFICE OF ENVIRONMENT AND HERITAGE'S 'MANAGING URBAN STORMWATER: SOILS AND CONSTRUCTION. LANDCOM, (4TH EDITION) MARCH 2004 (REPRINTED 2006) (THE 'BLUE BOOK'). VOLUME 1 AND VOLUME 2.
b. LOCAL AUTHORITY REQUIREMENTS
c. EPA REQUIREMENTS
3. MAINTAIN THE EROSION CONTROL DEVICES TO THE SATISFACTION OF THE SUPERINTENDENT AND THE LOCAL AUTHORITY.
- WHEN STORMWATER PITS ARE CONSTRUCTED, PREVENT SITE RUNOFF ENTERING UNLESS SEDIMENT FENCES ARE ERECTED AROUND PITS.
- CONTRACTOR IS TO ENSURE ALL EROSION & SEDIMENT CONTROL DEVICES ARE MAINTAINED IN GOOD WORKING ORDER AND OPERATE EFFECTIVELY. REPAIRS AND OR MAINTENANCE SHALL BE UNDERTAKEN AS REQUIRED, PARTICULARLY FOLLOWING STORM EVENTS.

LAND DISTURBANCE

- WHERE PRACTICAL, THE SOIL EROSION HAZARD ON THE SITE WILL BE KEPT AS LOW AS POSSIBLE. TO THIS END, WORKS SHOULD BE UNDERTAKEN / INSTALLED AS DIRECTED BY THE CONTRACTORS EROSION AND SEDIMENT CONTROL CONSULTANT.

EROSION CONTROL

- DURING WINDY WEATHER, LARGE, UNPROTECTED AREAS WILL BE KEPT MOIST (NOT WET) BY SPRINKLING WITH WATER TO KEEP DUST UNDER CONTROL.
- FINAL SITE LANDSCAPING WILL BE UNDERTAKEN AS SOON AS POSSIBLE AND WITHIN 20 WORKING DAYS FROM COMPLETION OF CONSTRUCTION ACTIVITIES.

SEDIMENT CONTROL

- STOCKPILES WILL NOT BE LOCATED WITHIN 2 METRES OF HAZARD AREAS, INCLUDING LIKELY AREAS OF CONCENTRATED OR HIGH VELOCITY FLOWS SUCH AS WATERWAYS. WHERE THEY ARE BETWEEN 2 AND 5 METRES FROM SUCH AREAS, SPECIAL SEDIMENT CONTROL MEASURES SHOULD BE TAKEN TO MINIMISE POSSIBLE POLLUTION TO DOWNSLOPE WATERS, E.G. THROUGH INSTALLATION OF SEDIMENT FENCING.
- ANY SAND USED IN THE CONCRETE CURING PROCESS (SPREAD OVER THE SURFACE) WILL BE REMOVED AS SOON AS POSSIBLE AND WITHIN 10 WORKING DAYS FROM PLACEMENT.
- WATER WILL BE PREVENTED FROM ENTERING THE PERMANENT DRAINAGE SYSTEM UNLESS IT IS RELATIVELY SEDIMENT FREE. I.E. THE CATCHMENT AREA HAS BEEN PERMANENTLY LANDSCAPED AND/OR ANY LIKELY SEDIMENT HAS BEEN FILTERED THROUGH AN APPROVED STRUCTURE.
- TEMPORARY SOIL AND WATER MANAGEMENT STRUCTURES WILL BE REMOVED ONLY AFTER THE LANDS THEY ARE PROTECTING ARE REHABILITATED.

OTHER MATTERS

- ACCEPTABLE RECEPTORS WILL BE PROVIDED FOR CONCRETE AND MORTAR SLURRIES, PAINTS, ACID WASHINGS, LIGHT-WEIGHT WASTE MATERIALS AND LITTER.
- ANY EXISTING TREES WHICH FORM PART OF THE FINAL LANDSCAPING PLAN WILL BE PROTECTED FROM CONSTRUCTION ACTIVITIES BY:
(A) PROTECTING THEM WITH BARRIER FENCING OR SIMILAR MATERIALS INSTALLED OUTSIDE THE DRIP LINE
(B) ENSURING THAT NOTHING IS NAILED TO THEM
(C) PROHIBITING PAVING, GRADING, SEDIMENT WASH OR PLACING OF STOCKPILES WITHIN THE DRIP LINE EXCEPT UNDER THE FOLLOWING CONDITIONS.
(I) ENCROACHMENT ONLY OCCURS ON ONE SIDE AND NO CLOSER TO THE TRUNK THAN EITHER 1.5 METRES OR HALF THE DISTANCE BETWEEN THE OUTER EDGE OF THE DRIP LINE AND THE TRUNK, WHICHEVER IS THE GREATER
(II) A DRAINAGE SYSTEM THAT ALLOWS AIR AND WATER TO CIRCULATE THROUGH THE ROOT ZONE (E.G. A GRAVEL BED) IS PLACED UNDER ALL FILL LAYERS OF MORE THAN 300 MILLIMETRES DEPTH
(III) CARE IS TAKEN NOT TO CUT ROOTS UNNECESSARILY NOR TO COMPACT THE SOIL AROUND THEM.

CONTINUED ABOVE

STAGING

SUITABLE EROSION AND SEDIMENT CONTROLS SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR THROUGHOUT ALL STAGES OF WORKS, THROUGHOUT THE FULL TERM OF THE CONTRACT, WHERE SHOWN ON AT&L DRAWINGS OR WHERE DIRECTED BY THE SUPERINTENDENT OR PENRITH CITY COUNCIL'S ENGINEERS. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNING, DOCUMENTING, INSTALLING AND MAINTAINING THE SEDIMENT AND EROSION CONTROLS REQUIRED TO SUIT THE SELECTED CONSTRUCTION STAGING. THIS IS TO BE DOCUMENTED IN THE FORM OF A SOIL AND WATER MANAGEMENT PLAN TO BE DEVELOPED BY THE CONTRACTOR AND THEIR EROSION ND SEDIMENT CONSULTANT AND PROVIDED BY THE SUPERINTENDENT PRIOR TO CONSTRUCTION COMMENCEMENT.

SUCH CONTROLS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROTECTION OF THE ENVIRONMENT OPERATIONS ACT, PENRITH CITY COUNCIL'S SPECIFICATIONS AND THE OFFICE OF ENVIRONMENT AND HERITAGE'S 'MANAGING URBAN STORMWATER: SOILS AND CONSTRUCTION. LANDCOM, (4TH EDITION) MARCH 2004 (REPRINTED 2006) (THE 'BLUE BOOK'). VOLUME 1 AND VOLUME 2. EPA REQUIREMENTS

EARTHWORKS NOTES

- WHERE EARTHWORKS ARE TO BE CONSTRUCTED ON OR AGAINST ANY EMBANKMENTS OR AGAINST ANY SLOPES AND THE EMBANKMENT/SLOPE IS STEEPER THAN 10(H):1(V) IN ANY DIRECTION, THE CONTRACTOR SHALL CUT TERRACES INTO THE SLOPE TO A MINIMUM DEPTH OF 300mm. EXCEPT WHERE SLOPES ARE STEEPER THAN 4(H):1(V) WHERE, MINIMUM DEPTH SHALL BE 600mm, TO ALLOW ADEQUATE KEY AND COMPACTION OF MATERIAL.
- THE CONTRACTOR SHALL PRODUCE A MATERIAL TRACKING REGISTER FOR ALL IMPORT AND EXPORT MATERIAL INCLUDING DEMOLITION WASTE. FOR INSTANCES WHERE CONTAMINATED MATERIAL IS EXPORTED FROM THE SITE, THE CONTRACTOR SHALL ENSURE A CHAIN OF CUSTODY REPORT AND CERTIFICATES ARE PROVIDED FOR THE CONTAMINATED MATERIAL.

CONSTRUCTION TOLERANCES

ALL WORKS

ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH PENRITH CITY COUNCIL WORKS SPECIFICATION, INCLUDING CONSTRUCTION TOLERANCES

BULK EARTHWORKS

EARTHWORKS -10mm / +20mm OF FINISHED SURFACE LEVEL (AFTER COMPACTION AND TRIMMING)

VERGE

TURF -10mm / +0mm OF PAVEMENT FINISHED SURFACE LEVEL (AFTER COMPACTION) TO THE ADJOINING MATERIAL (FOOTPATHS, KERBS, ETC)

MULCH -10mm / +0mm OF PAVEMENT FINISHED SURFACE LEVEL (AFTER COMPACTION) TO THE ADJOINING MATERIAL (FOOTPATHS, KERBS, ETC)

RETAINING / WALLS

WALL -20mm / +20mm

WALL -10mm / +10mm INCLINATION OF THE FACE OF THE COMPLETED WALL MUST NOT DEVIATE FROM THE SPECIFIED INCLINATION PER METER HEIGHT (BLOCK WALL)

WALL -5mm / +0mm INCLINATION OF THE FACE OF THE COMPLETED WALL MUST NOT DEVIATE FROM THE SPECIFIED INCLINATION PER METER HEIGHT (PANEL WALL)

WALL -20mm / +20mm FLATNESS OF THE FACE OF THE WALL MUST BE SUCH THAT THE MAXIMUM DEVIATION FROM A 4.5 M STRAIGHT EDGE

STANDARDS AND SPECIFICATIONS:

T&NSW

QUALITY ASSURANCE

R44	EARTHWORKS
R71	UNBOUND PAVEMENT
R73	HEAVILY BOUND PAVEMENT
R82	LEAN MIX CONCRETE
R83	CONCRETE PAVEMENT
R106	SPRAYED BITUMINOUS SURFACING
R116	DENSELY GRADED ASPHALT
R142	RAISED PAVEMENT MARKERS
R143	SIGNPOSTING

STANDARD DRAWINGS

R0220-06	GULLY PIT TYPE SE
R0220-20	GULLY PIT FOR TYPE SL KERB
R0210-15	CONCRETE HEADWALLS SINGLE CELL
R0300-01	STANDARD KERB AND CHANNEL SHAPES

COUNCIL

QUALITY ASSURANCE

ENGINEERING CONSTRUCTION SPECIFICATION FOR CIVIL WORKS - PENRITH CITY COUNIL

STANDARD DRAWINGS

SD-RD05	KERB PROFILES
SD-RD06	KERB RAMPS
SD-RD09	HEAVY DUTY VEHICULAR CROSSINGS
SD1001	STANDARD FOOTPATH DETAILS
SD1004	TYPICAL VEHICULAR CROSSOVER
SD2001/1	KERB INLET PIT SHEET 1 OF 3
SD2001/2	KERB INLET PIT SHEET 2 F 3
SD2001/3	KERB INLET PIT SHEET 3 OF 3
SD2002	STANDARD GRATED SURFACE INLET PITS
SD2004	SUBSOIL DRAIN TYPICAL SECTION



CONTRACTOR SHALL OBTAIN ALL CURRENT SERVICE AUTHORITY PLANS PRIOR TO COMMENCEMENT OF WORK



KEY PLAN		
P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date

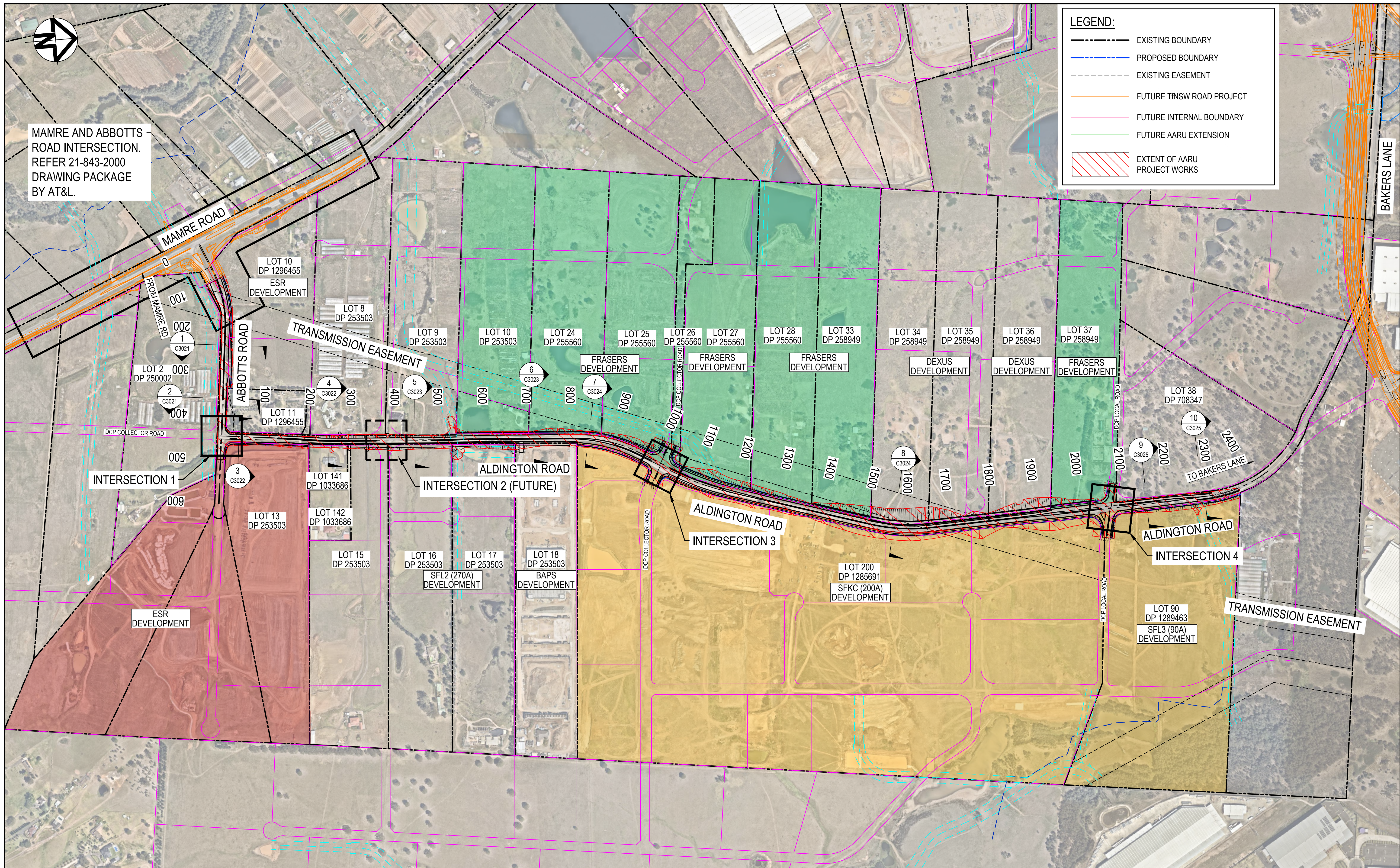
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Client	FRASERS PROPERTY	ESR	Stockland	FIFECAPITAL
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Height Datum	AHD	Approved	AL
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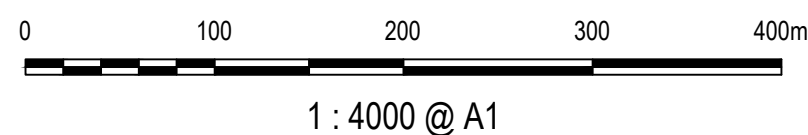
Project	ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2
Title	GENERAL NOTES

Civil Engineers and Project Managers		
at&l		
Level 7, 153 Walker Street North Sydney NSW 2060 ABN 96 130 882 405 Tel: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au info@atl.net.au		
Status	FOR INFORMATION	A1
NOT TO BE ISSUED FOR CONSTRUCTION		
Project - Drawing No.	21-843-C3002	Issue
		P1







Issue	Description	Date
P3	ISSUE FOR 80% DETAILED DESIGN	19-12-23
P2	ISSUE FOR COORDINATION	03-11-23
P1	DRAFT ISSUE FOR COORDINATION	20-10-23

KEY PLAN



Client





Scales

1 : 4000

Grid GDA2020

Height Datum AHD

Drawn SK

Designed EH

Checked GB

Approved

GDA2020

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Project

ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2

Title

GENERAL ARRANGEMENT PLAN

Civil Engineers and Project Managers

at&l

Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

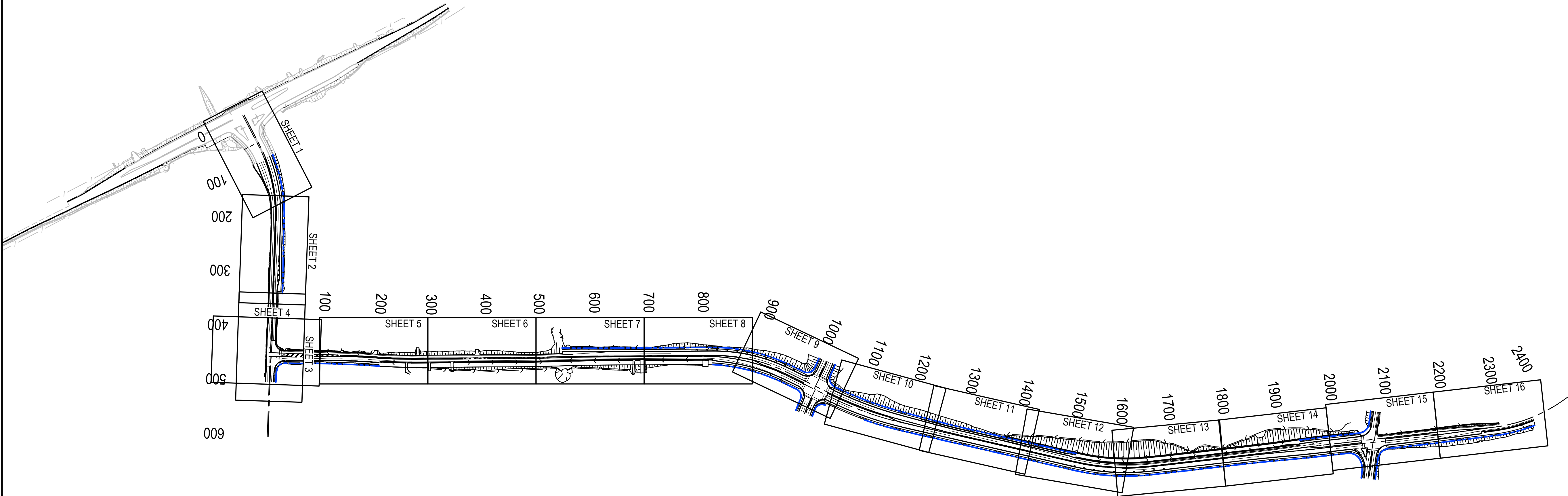
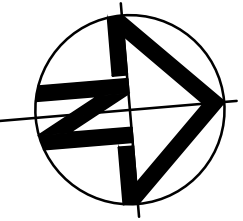
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FOR INFORMATION
NOT TO BE ISSUED FOR CONSTRUCTION

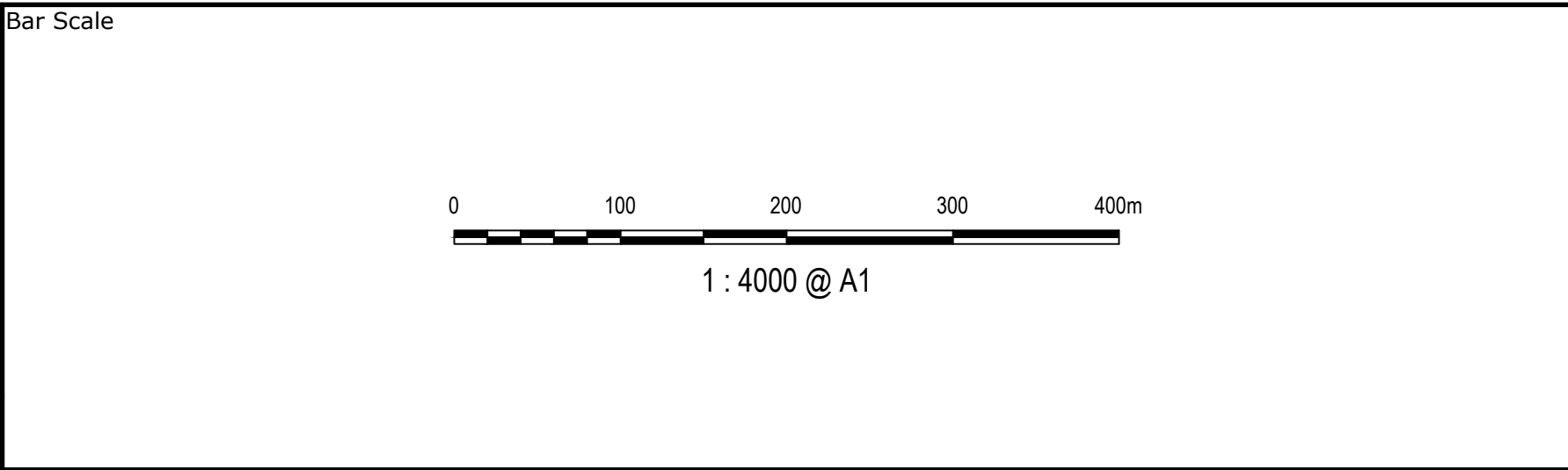
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21-843-C3010

Issue

A1
P3



P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date



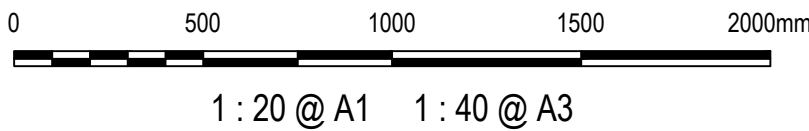
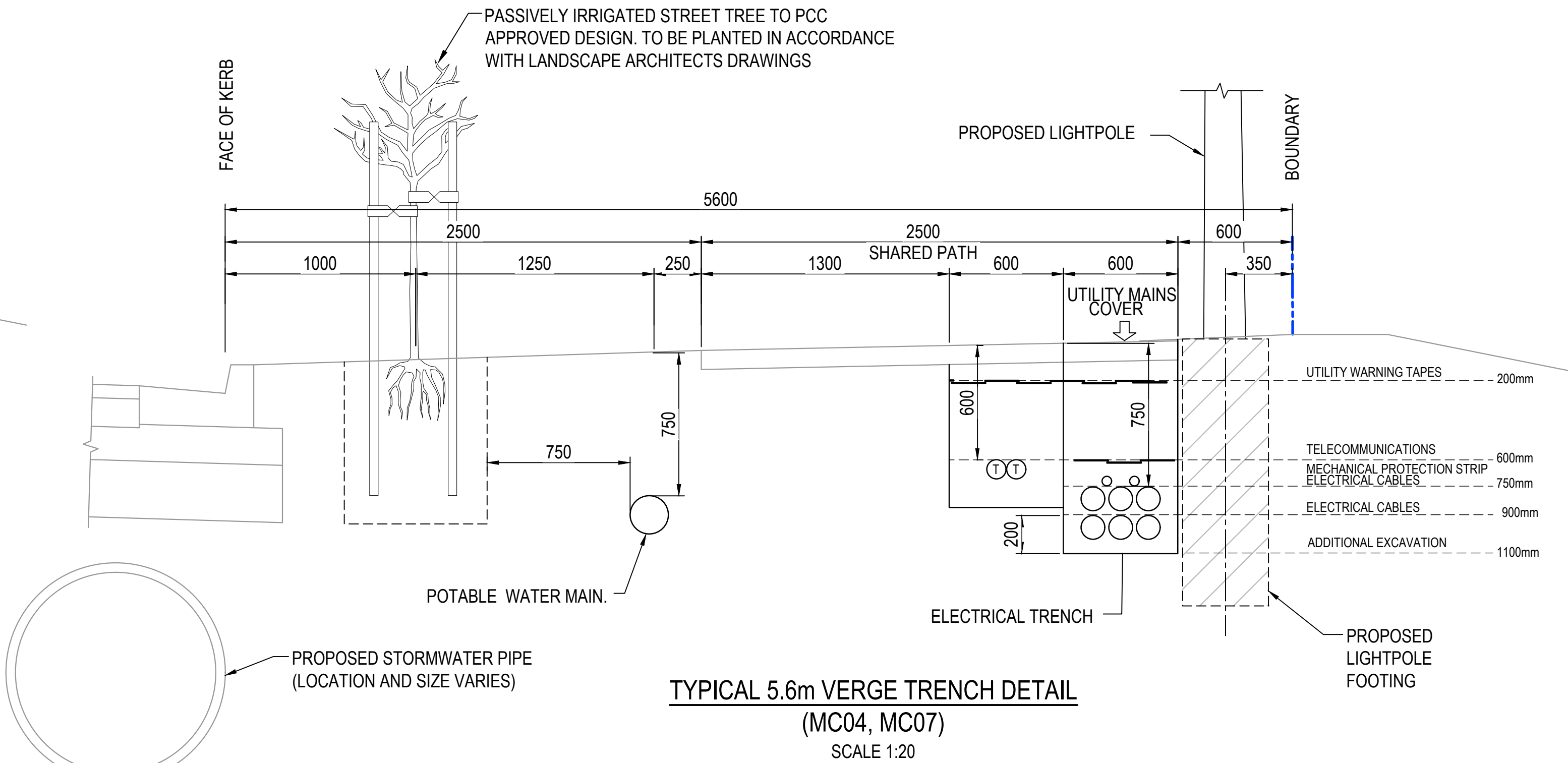
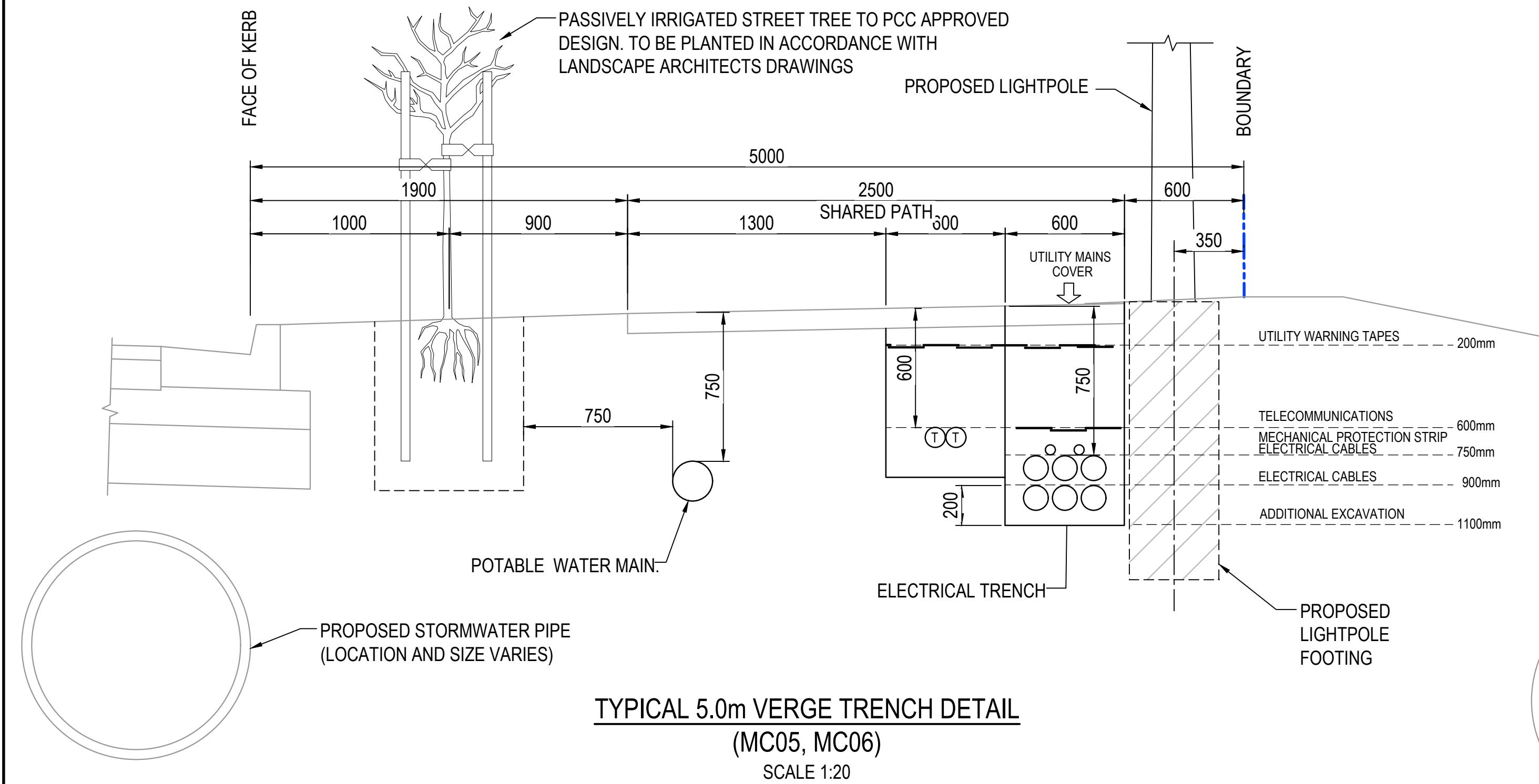
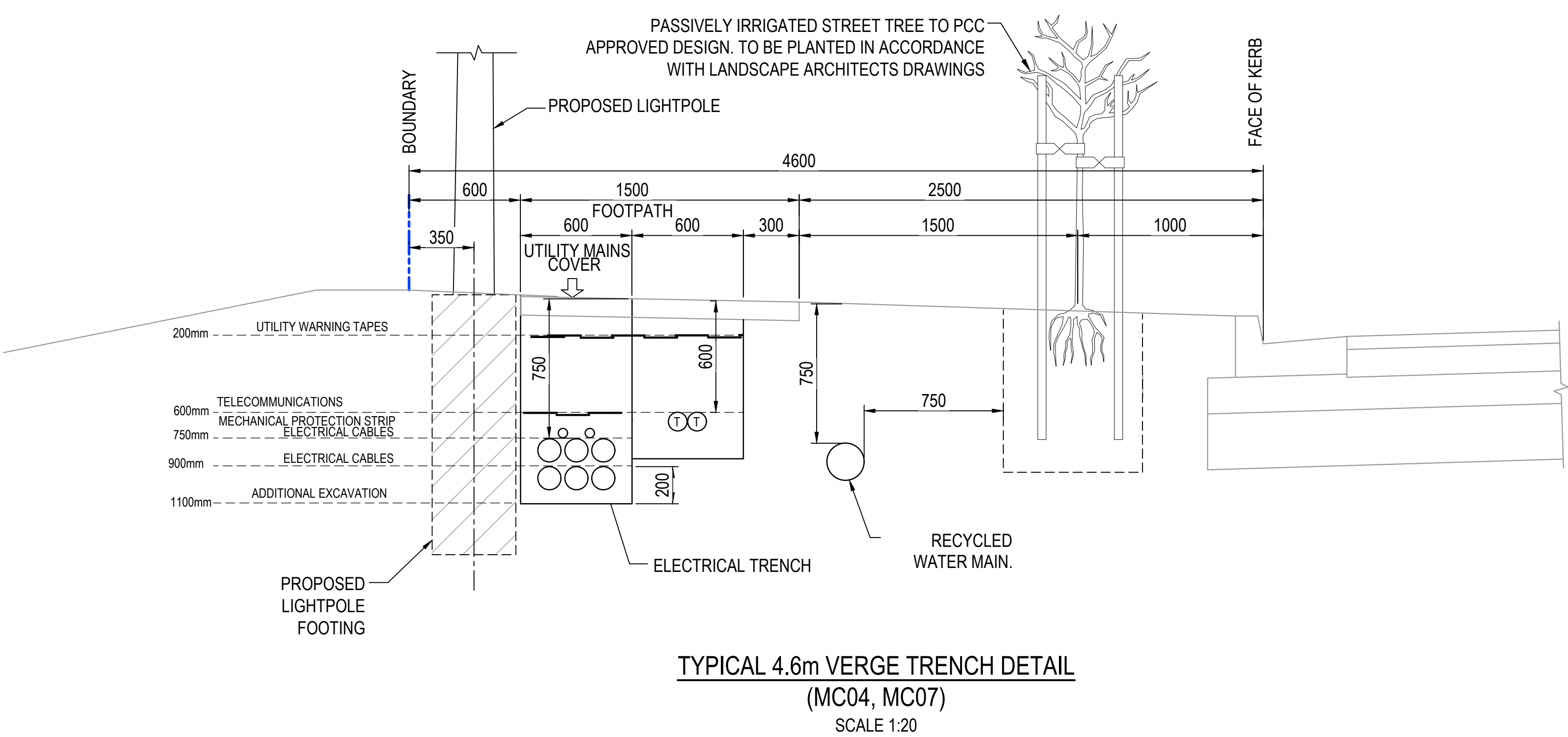
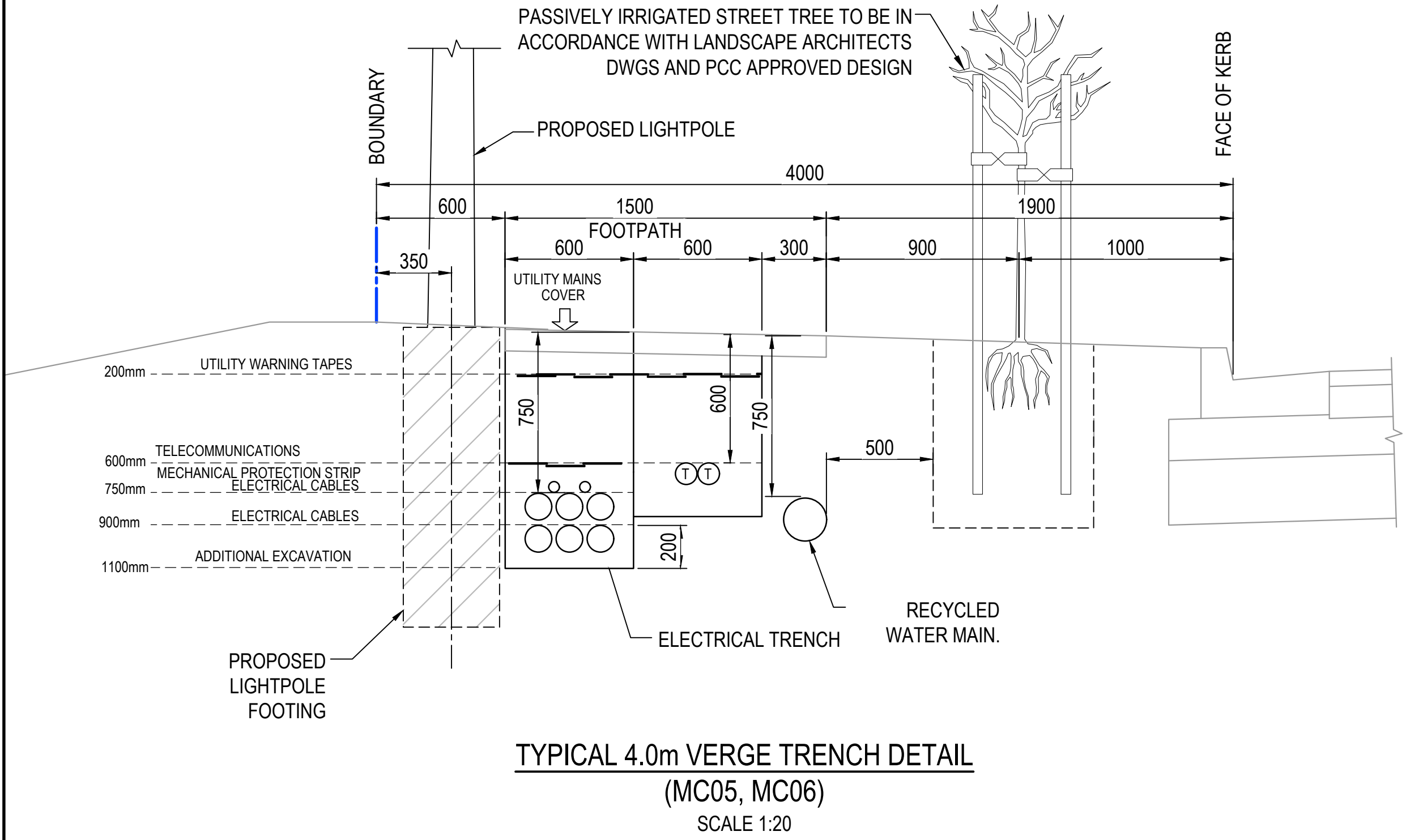
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Grid	GDA2020	Checked	GB
Height Datum	AHD	Approved	
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Project	ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2
Title	DRAWING KEY PLAN

Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

Status	FOR INFORMATION NOT TO BE ISSUED FOR CONSTRUCTION	A1
Project - Drawing No.	21-843-C3012	Issue P1



P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date

Bar Scale

Client

Scales

1 : 50

Grid	GDA2020	Drawn	SK
Height Datum	AHD	Designed	EH
		Checked	GB
		Approved	AL

GDA2020

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Project

ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2

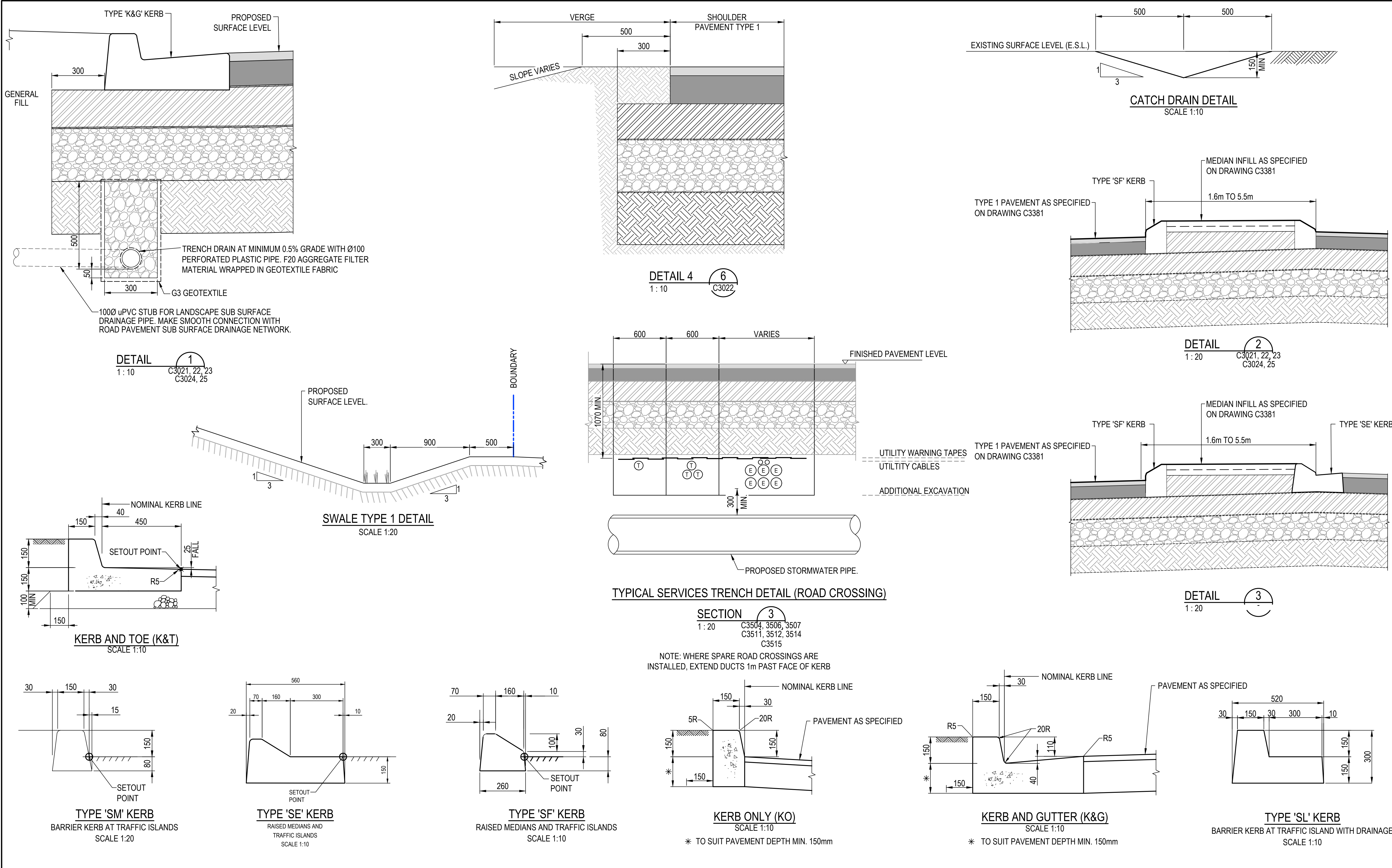
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TYPICAL ROAD VERGE DETAILS SHEET 2

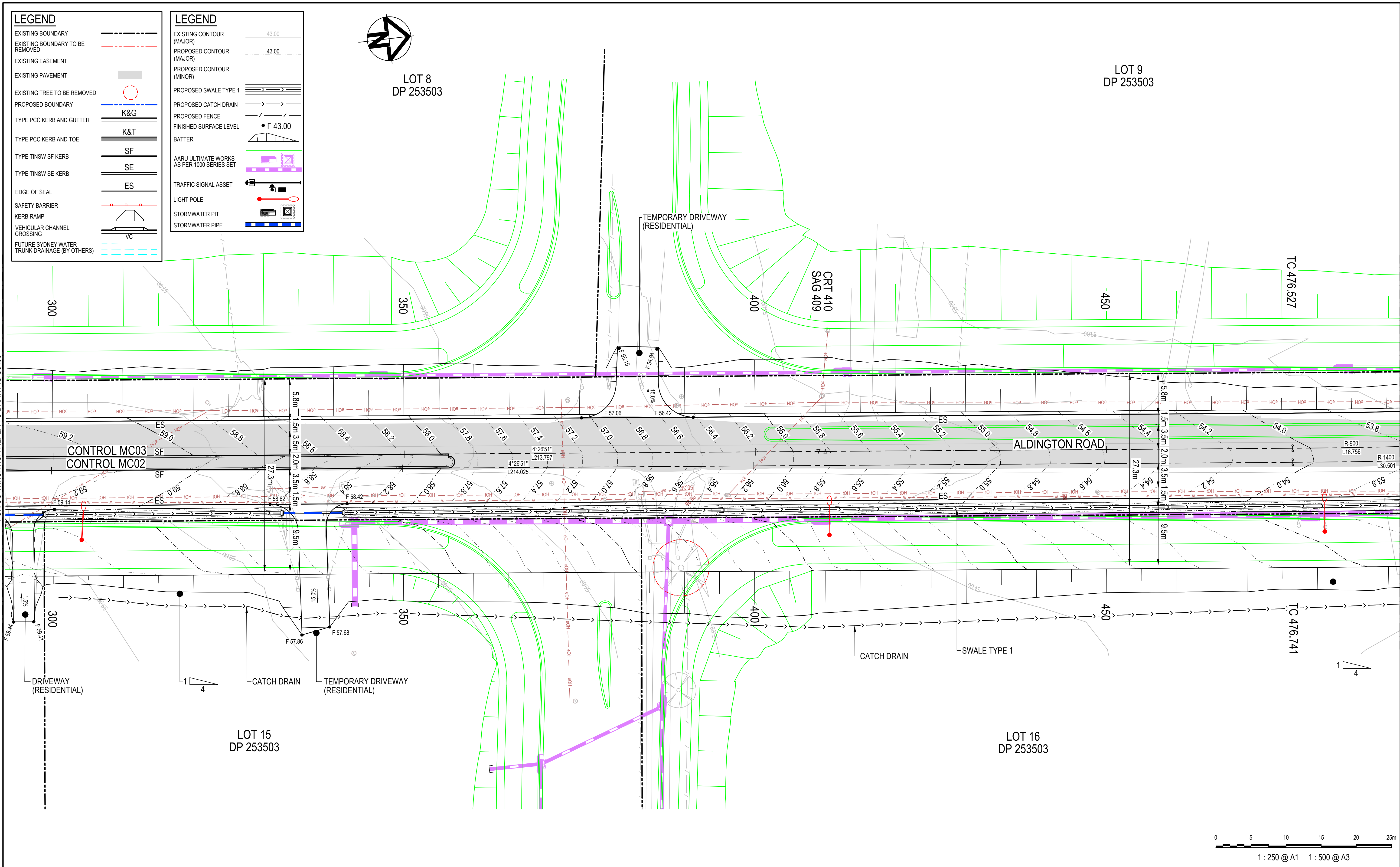
Civil Engineers and Project Managers

Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

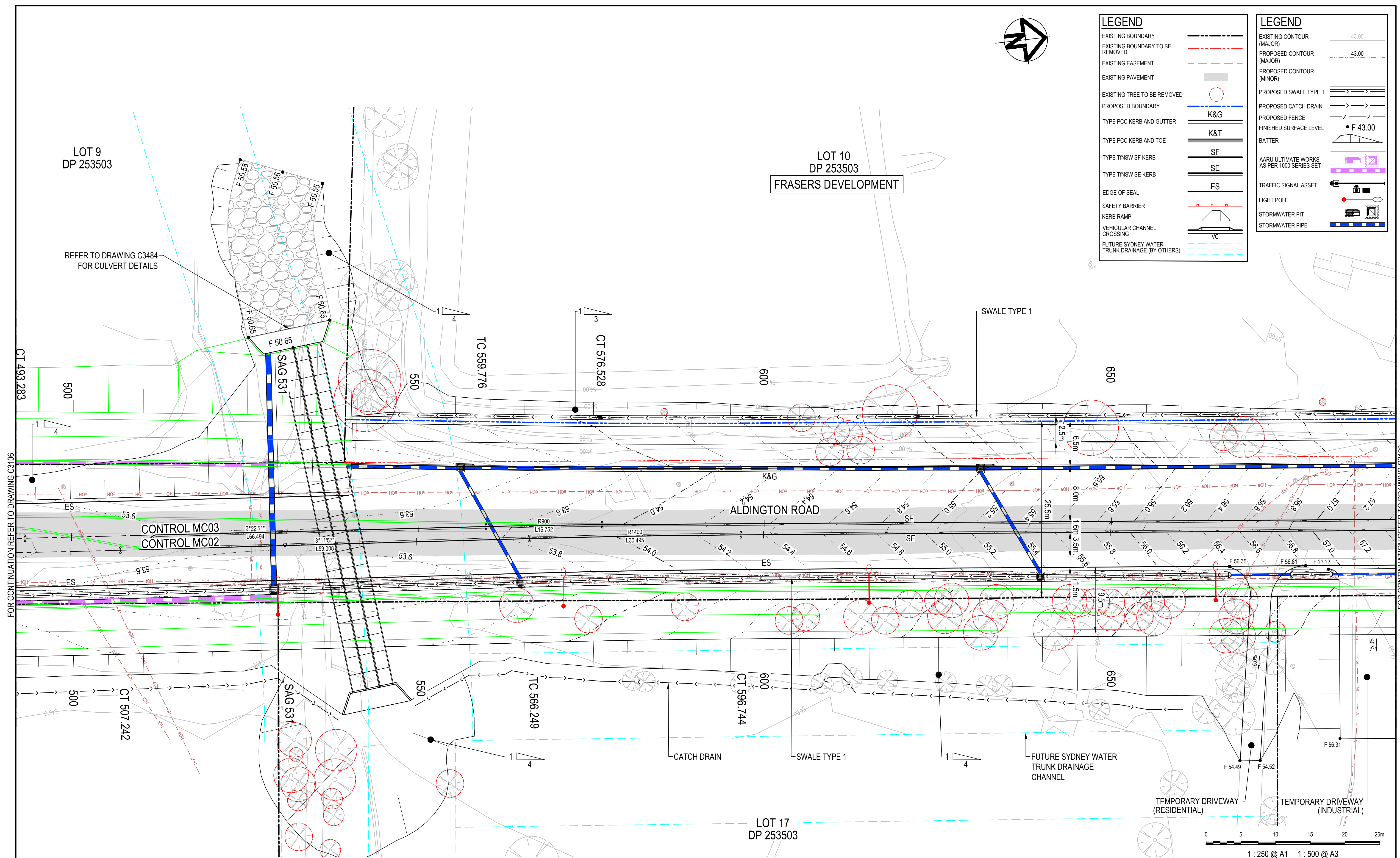
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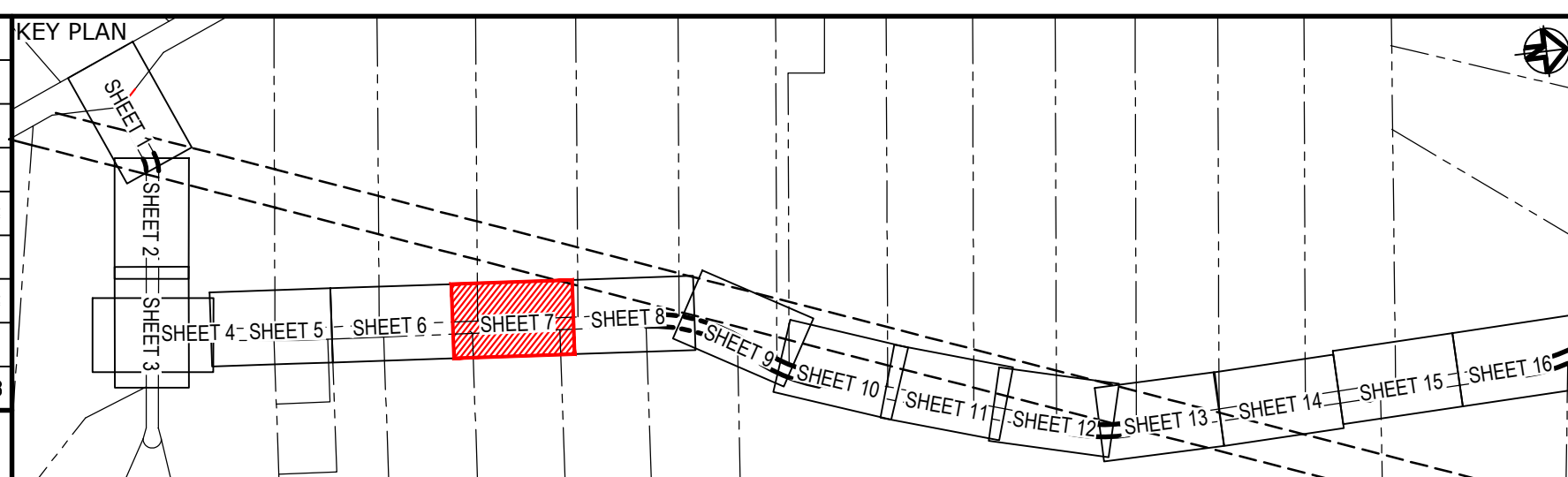
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<p>P5</p>			<p>ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2</p>		
<p>P4</p>			<p>ROADWORKS PLAN SHEET 6</p>		
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<p>Date</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
<p>P5</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
<p>P4</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
<p>P3</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
<p>P2</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
<p>P1</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
<p>Issue</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
<p>Description</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
<p>Date</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
<p>P5</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
<p>P4</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
<p>P3</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
<p>P2</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
<p>P1</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
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<p>Date</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
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<p>P4</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
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<p>P2</p>			<p>1 : 250 @ A1, 1 : 500 @ A3</p>		
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FOR CONTINUATION REFER TO DRAWING C3106

FOR CONTINUATION REFER TO DRAWING C3108

Issue	Description	Date
P5	ISSUE FOR 80% DETAILED DESIGN	19-12-23
P4	RE-ISSUE TO TENDERERS	16-11-23
P3	ISSUE FOR WORKS IN KIND	09-11-23
P2	ISSUE FOR COORDINATION	03-11-23
P1	DRAFT ISSUE FOR COORDINATION	20-10-23



Client

Scales	1 : 250	Drawn	SK
Grid	GDA2020	Designed	EH
Height Datum	AHD	Checked	GB
		Approved	AL

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Project

ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2

Title

ROADWORKS PLAN SHEET 7

Civil Engineers and Project Managers

Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

Status

FOR INFORMATION

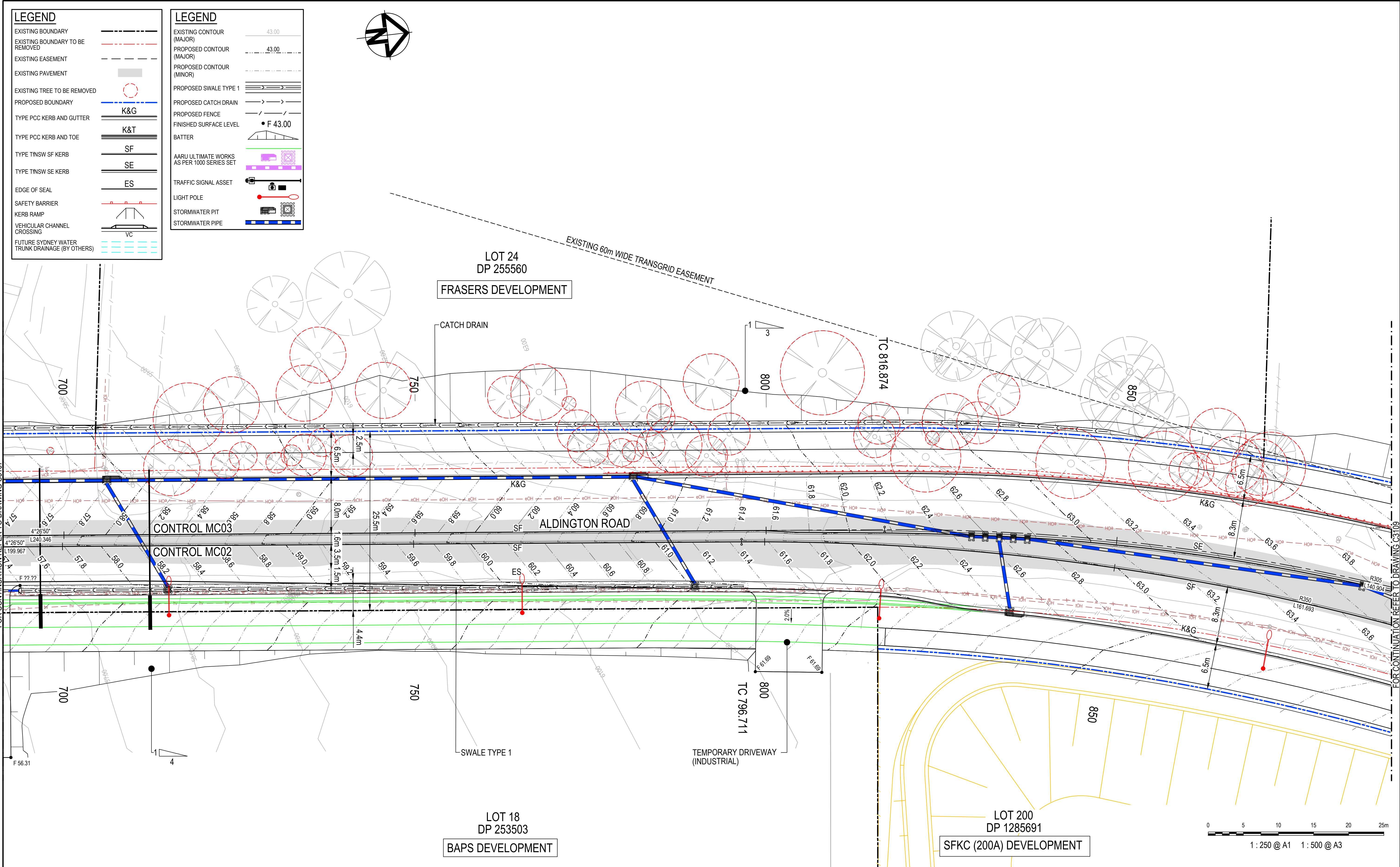
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Project - Drawing No.

21-843-C3107

Issue

P5



Issue	Description	Date
P5	ISSUE FOR 80% DETAILED DESIGN	19-12-23
P4	RE-ISSUE TO TENDERERS	16-11-23
P3	ISSUE FOR WORKS IN KIND	09-11-23
P2	ISSUE FOR COORDINATION	03-11-23
P1	DRAFT ISSUE FOR COORDINATION	20-10-23

KEY PLAN

Client

FRASERS PROPERTY

ESR

Stockland

FIFECAPITAL

Scales

1 : 250

Grid

GDA2020

Height Datum

AHD

Drawn

SK

Designed

EH

Checked

GB

Approved

AL

Project

ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2

Title

ROADWORKS PLAN SHEET 8

Civil Engineers and Project Managers

at&i

Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

Status

FOR INFORMATION
NOT TO BE ISSUED FOR CONSTRUCTION

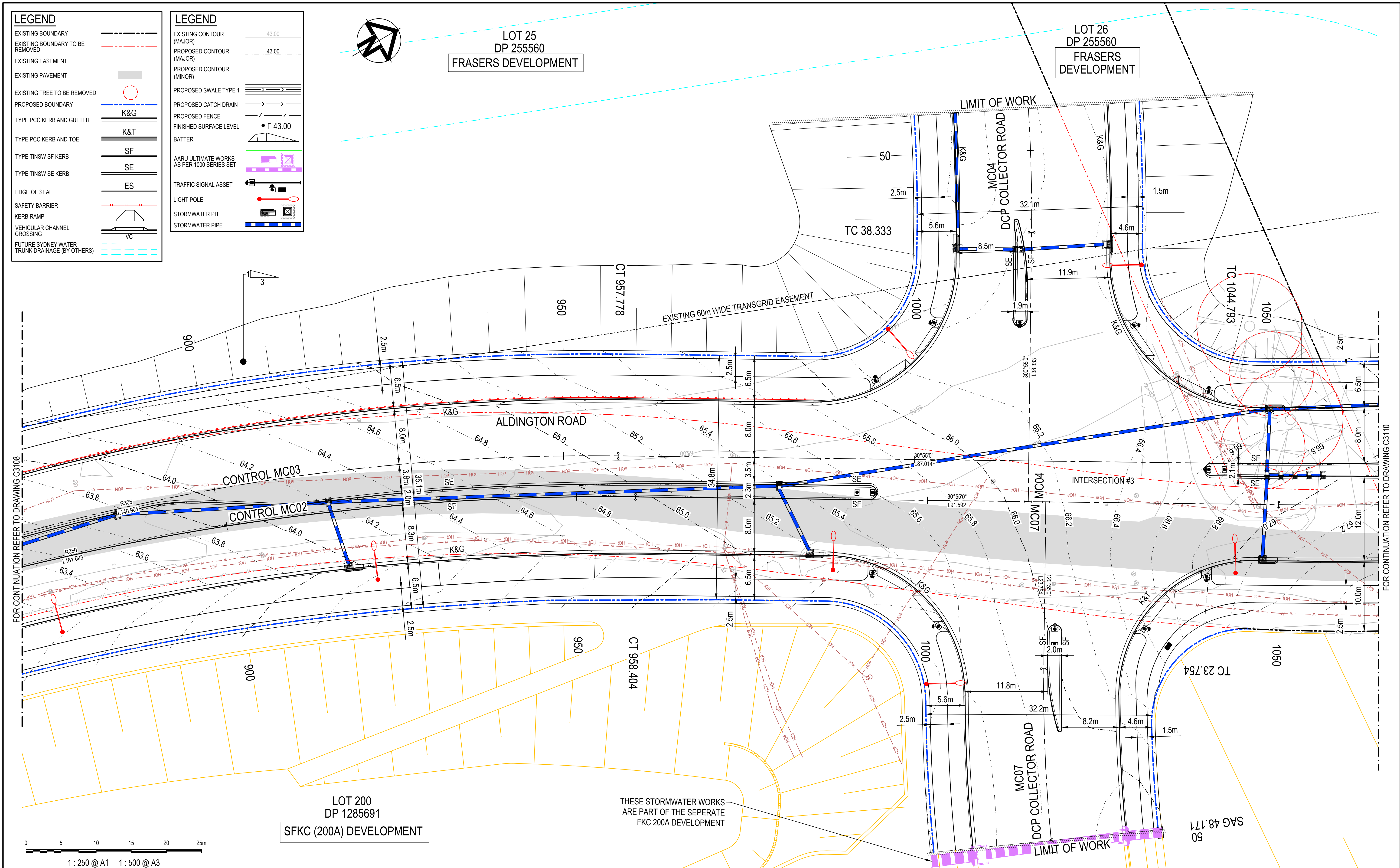
Project - Drawing No.

21-843-C3108

Issue

P5

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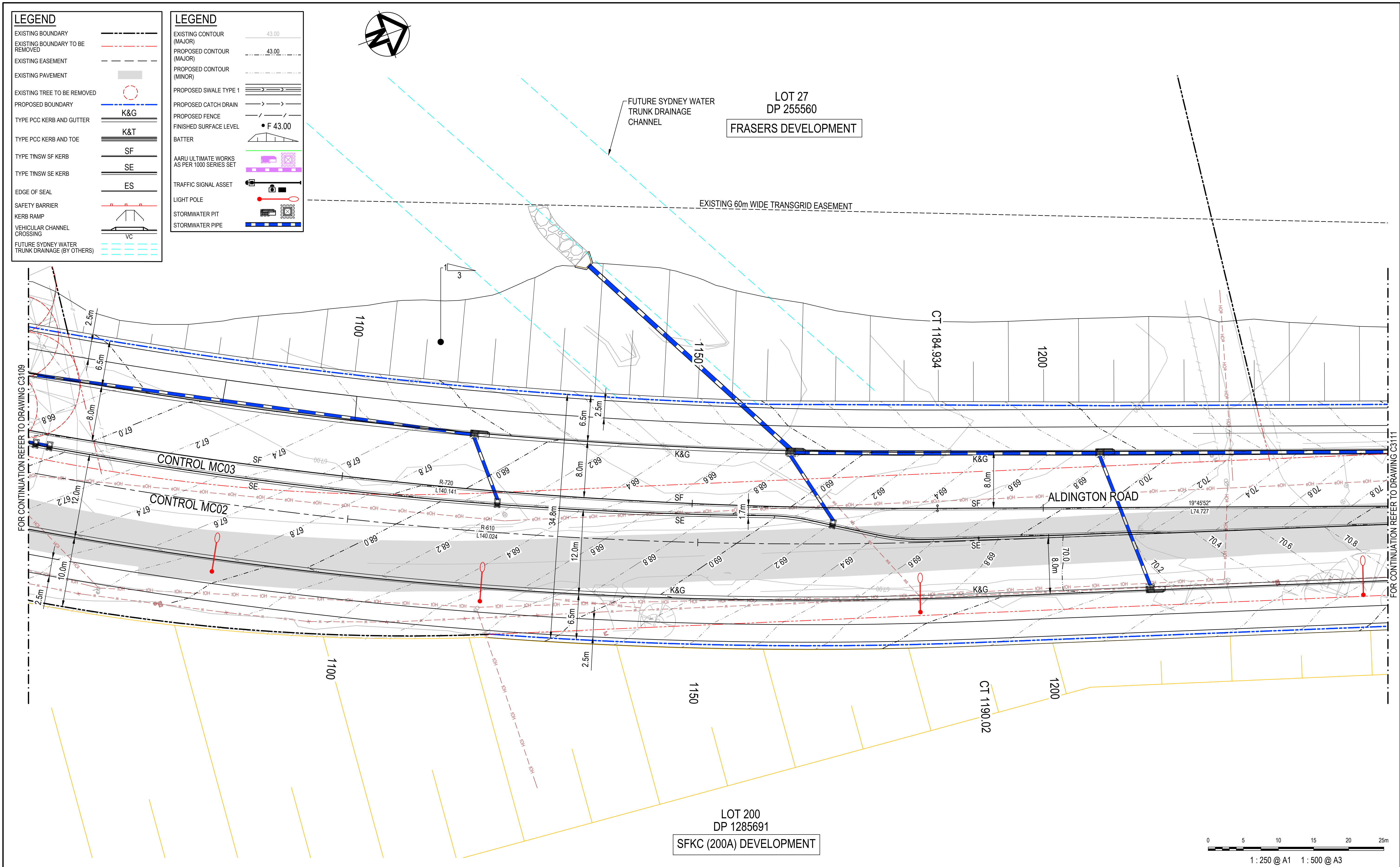




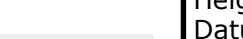

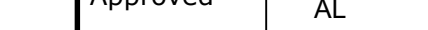




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				Grid GDA2020		Designed EH				Level 7, 153 Walker Street North Sydney NSW 2060 ABN 96 130 882 405 Tel: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au info@atl.net.au	
				Height Datum AHD		Checked GB		Title		Status	
						Approved AL		ROADWORKS PLAN SHEET 9		FOR INFORMATION	
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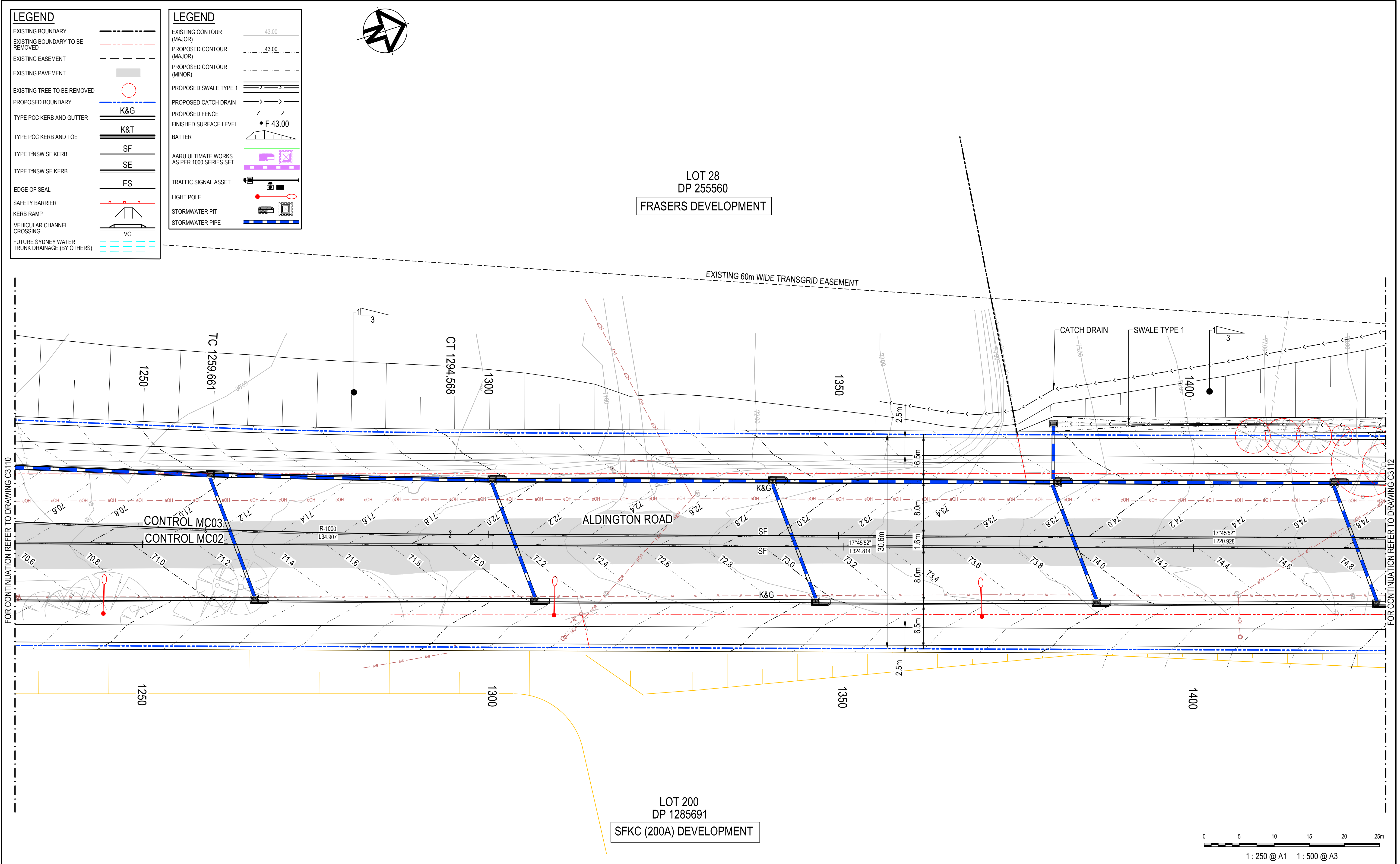
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													<p>Client</p> <div></div> <div></div>		<table><tr><td>Scales</td><td>1 : 250</td><td>Drawn</td><td>SK</td></tr><tr><td></td><td></td><td>Designed</td><td>EH</td></tr><tr><td>Grid</td><td>GDA2020</td><td>Checked</td><td>GB</td></tr><tr><td>Height Datum</td><td>AHD</td><td>Approved</td><td>AL</td></tr></table> <div><p>THIS DRAWING CANNOT BE COPIED OR REPRODUCED IN ANY FORM OR USED FOR ANY OTHER PURPOSE OTHER THAN THAT ORIGINALLY INTENDED WITHOUT THE WRITTEN PERMISSION OF AT&I</p></div>	Scales	1 : 250	Drawn	SK			Designed	EH	Grid	GDA2020	Checked	GB	Height Datum	AHD	Approved	AL	<table><tr><td colspan="2">Project</td></tr><tr><td colspan="2">ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2</td></tr><tr><td colspan="2">Title</td></tr><tr><td colspan="2">ROADWORKS PLAN SHEET 10</td></tr></table>	Project		ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2		Title		ROADWORKS PLAN SHEET 10		<table><tr><td colspan="2">Civil Engineers and Project Managers</td></tr><tr><td colspan="2"><div>Level 7, 153 Walker Street North Sydney NSW 2060 ABN 96 130 882 405 Tel: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au info@atl.net.au</div></td></tr><tr><td>Status</td><td>A1</td></tr><tr><td>FOR INFORMATION NOT TO BE ISSUED FOR CONSTRUCTION</td><td></td></tr><tr><td>Project - Drawing No.</td><td>Issue</td></tr><tr><td>21-843-C3110</td><td>P5</td></tr></table>	Civil Engineers and Project Managers		 <div>Level 7, 153 Walker Street North Sydney NSW 2060 ABN 96 130 882 405 Tel: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au info@atl.net.au</div>		Status	A1	FOR INFORMATION NOT TO BE ISSUED FOR CONSTRUCTION		Project - Drawing No.	Issue	21-843-C3110	P5
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		Designed	EH																																																		
Grid	GDA2020	Checked	GB																																																		
Height Datum	AHD	Approved	AL																																																		
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Project - Drawing No.	Issue																																																				
21-843-C3110	P5																																																				
<table><tr><th>Issue</th><th>Description</th><th>Date</th></tr><tr><td>P5</td><td>ISSUE FOR 80% DETAILED DESIGN</td><td>19-12-23</td></tr><tr><td>P4</td><td>RE-ISSUE TO TENDERERS</td><td>16-11-23</td></tr><tr><td>P3</td><td>ISSUE FOR WORKS IN KIND</td><td>09-11-23</td></tr><tr><td>P2</td><td>ISSUE FOR COORDINATION</td><td>03-11-23</td></tr><tr><td>P1</td><td>DRAFT ISSUE FOR COORDINATION</td><td>20-10-23</td></tr></table>	Issue	Description	Date	P5	ISSUE FOR 80% DETAILED DESIGN	19-12-23	P4	RE-ISSUE TO TENDERERS	16-11-23	P3	ISSUE FOR WORKS IN KIND	09-11-23	P2	ISSUE FOR COORDINATION	03-11-23	P1	DRAFT ISSUE FOR COORDINATION	20-10-23																																			
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Issue	Description	Date
P5	ISSUE FOR 80% DETAILED DESIGN	19-12-23
P4	RE-ISSUE TO TENDERERS	16-11-23
P3	ISSUE FOR WORKS IN KIND	09-11-23
P2	ISSUE FOR COORDINATION	03-11-23
P1	DRAFT ISSUE FOR COORDINATION	20-10-23

KEY PLAN

Client

FRASERS PROPERTY
ESR
Stockland
FIFECAPITAL

Scales
1 : 250
Grid GDA2020
Height Datum AHD

Drawn SK
Designed EH
Checked GB
Approved AL

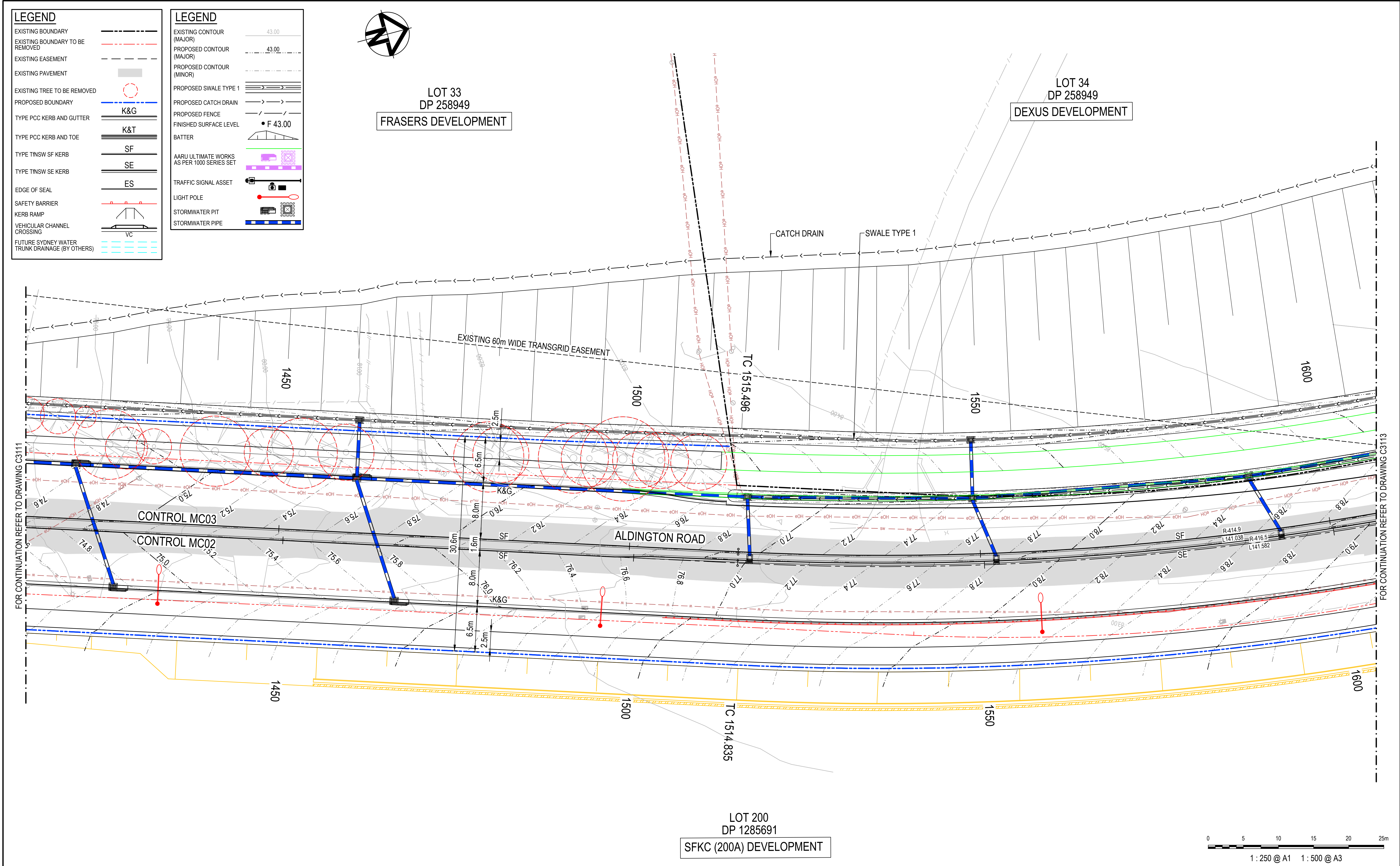
Project
ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2
Title
ROADWORKS PLAN SHEET 11

Civil Engineers and Project Managers
at&l
Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

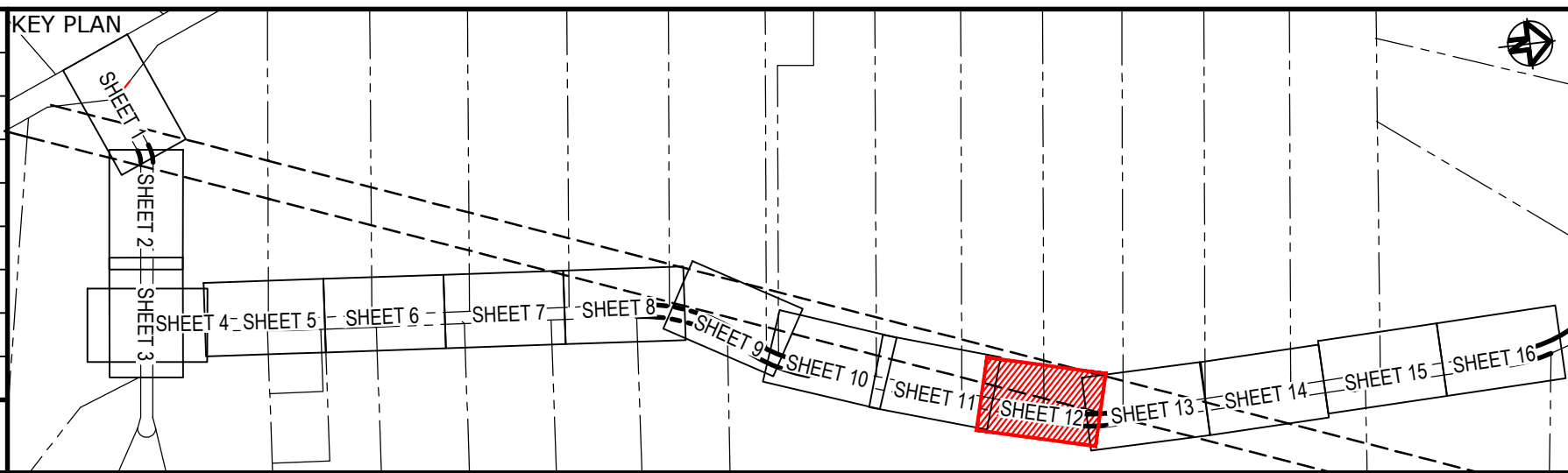
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NOT TO BE ISSUED FOR CONSTRUCTION
Project - Drawing No.
21-843-C3111
Issue
P5

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Issue	Description	Date
P5	ISSUE FOR 80% DETAILED DESIGN	19-12-23
P4	RE-ISSUE TO TENDERERS	16-11-23
P3	ISSUE FOR WORKS IN KIND	09-11-23
P2	ISSUE FOR COORDINATION	03-11-23
P1	DRAFT ISSUE FOR COORDINATION	20-10-23



Client

Scales	1 : 250	Drawn	SK
Grid	GDA2020	Designed	EH
Height Datum	AHD	Checked	GB
		Approved	AL

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Project

ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2

Title

ROADWORKS PLAN SHEET 12

Civil Engineers and Project Managers

Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

Status

FOR INFORMATION

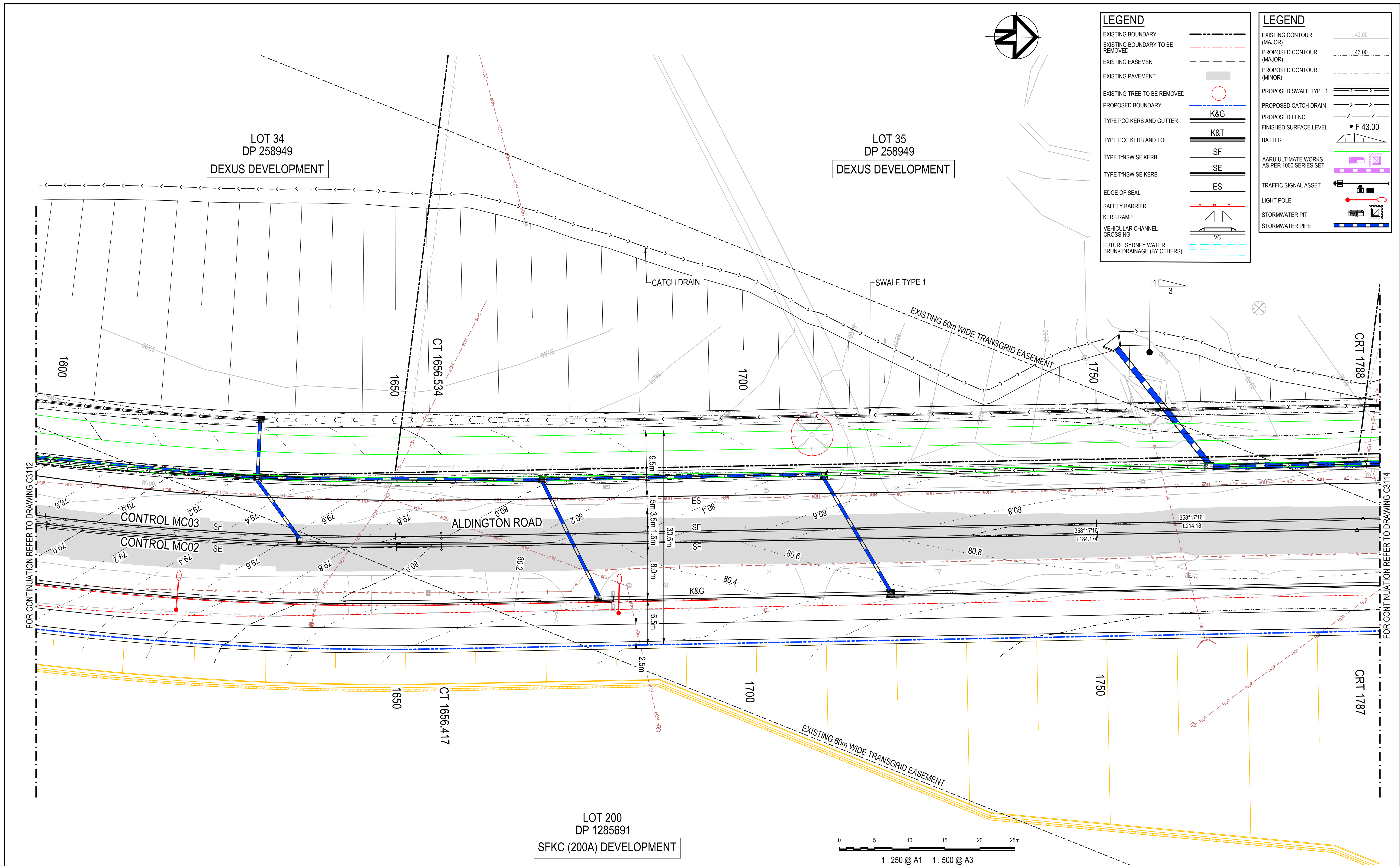
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Project - Drawing No.

21-843-C3112

Issue

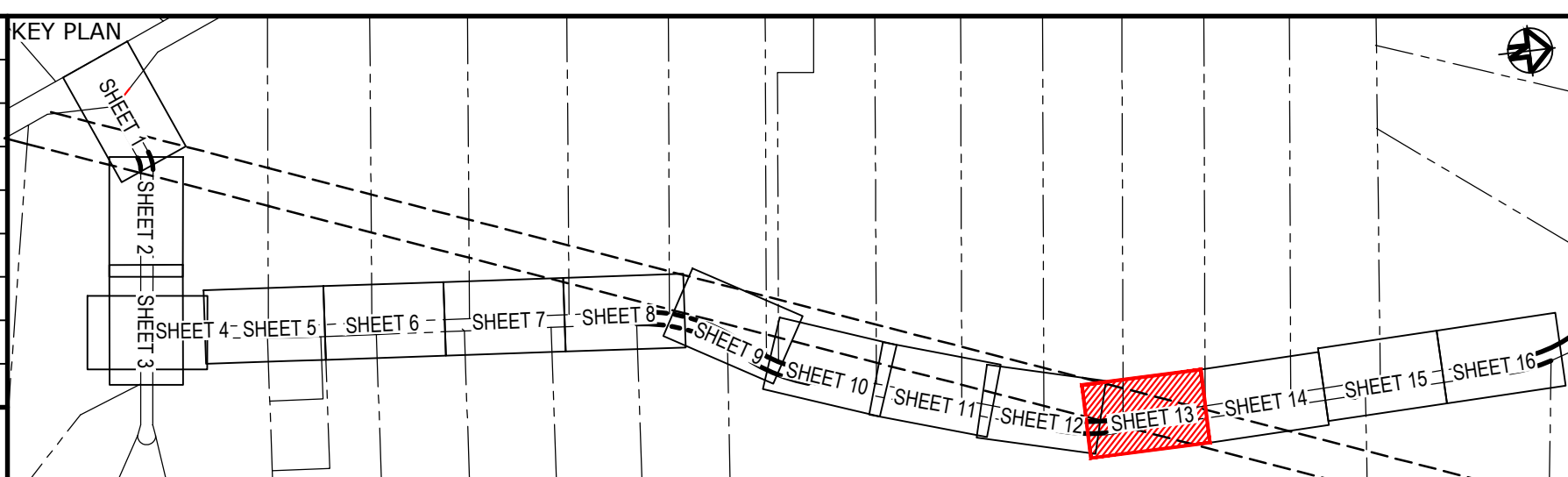
P5



LEGEND	
EXISTING BOUNDARY	---
EXISTING BOUNDARY TO BE REMOVED	- - -
EXISTING EASEMENT	- - -
EXISTING PAVEMENT	▒
EXISTING TREE TO BE REMOVED	○
PROPOSED BOUNDARY	==
TYPE PCC KERB AND GUTTER	K&G
TYPE PCC KERB AND TOE	K&T
TYPE TINSW SF KERB	SF
TYPE TINSW SE KERB	SE
EDGE OF SEAL	ES
SAFETY BARRIER	▬
KERB RAMP	▬
VEHICULAR CHANNEL CROSSING	VC
FUTURE SYDNEY WATER TRUNK DRAINAGE (BY OTHERS)	---

LEGEND	
EXISTING CONTOUR (MAJOR)	43.00
PROPOSED CONTOUR (MAJOR)	43.00
PROPOSED CONTOUR (MINOR)	---
PROPOSED SWALE TYPE 1	▬
PROPOSED CATCH DRAIN	▬
PROPOSED FENCE	▬
FINISHED SURFACE LEVEL	• F 43.00
BATTER	▬
AARU ULTIMATE WORKS AS PER 1000 SERIES SET	▬
TRAFFIC SIGNAL ASSET	▬
LIGHT POLE	▬
STORMWATER PIT	▬
STORMWATER PIPE	▬

Issue	Description	Date
P5	ISSUE FOR 80% DETAILED DESIGN	19-12-23
P4	RE-ISSUE TO TENDERERS	16-11-23
P3	ISSUE FOR WORKS IN KIND	09-11-23
P2	ISSUE FOR COORDINATION	03-11-23
P1	DRAFT ISSUE FOR COORDINATION	20-10-23



Client

Scales

1 : 250

Grid

GDA2020

Height Datum

AHD

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Drawn

SK

Designed

EH

Checked

GB

Approved

AL

Project

ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2

Title

ROADWORKS PLAN SHEET 13

Civil Engineers and Project Managers

Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

Status

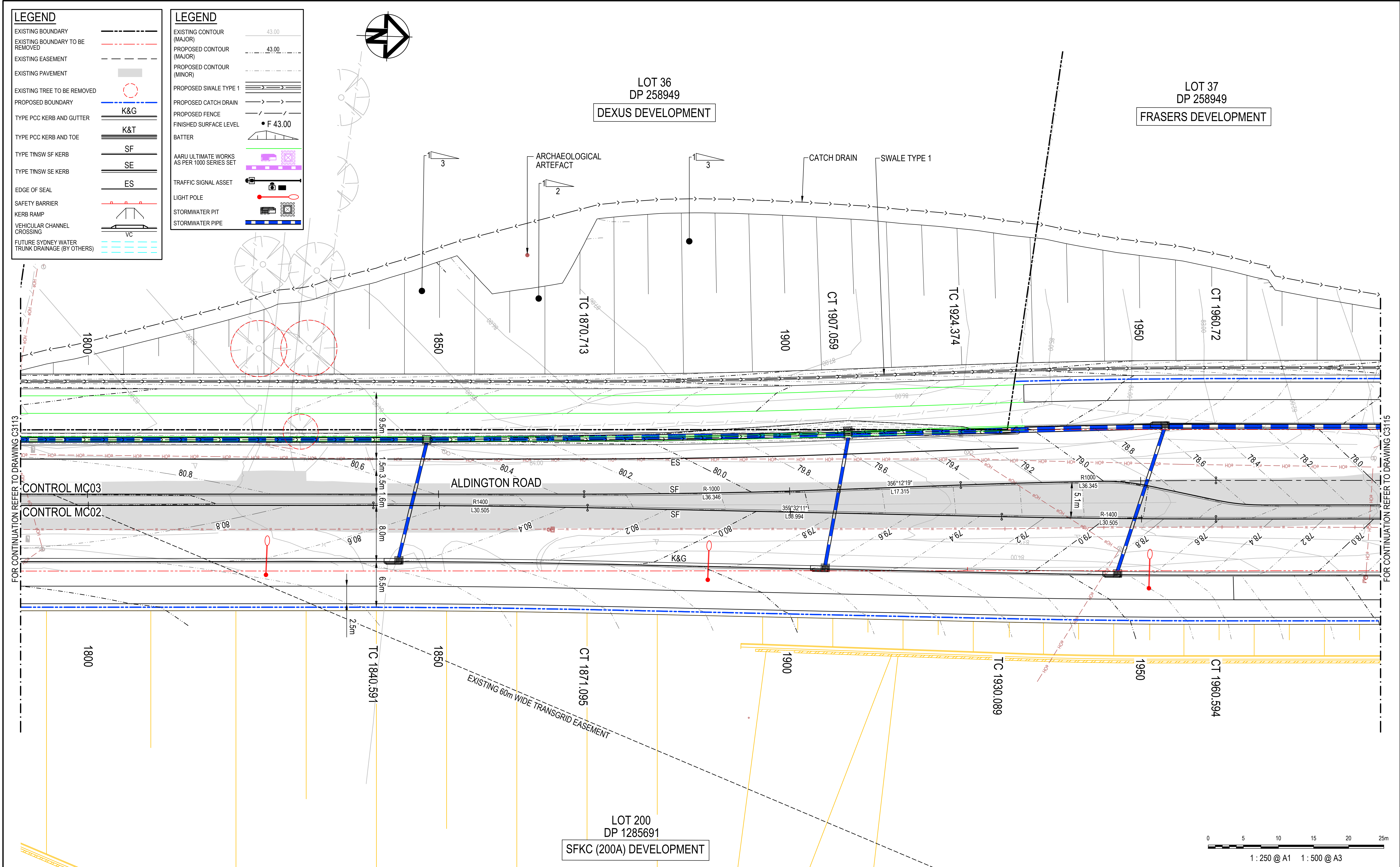
FOR INFORMATION
NOT TO BE ISSUED FOR CONSTRUCTION

Project - Drawing No.

21-843-C3113

Issue

P5



Issue	Description	Date
P5	ISSUE FOR 80% DETAILED DESIGN	19-12-23
P4	RE-ISSUE TO TENDERERS	16-11-23
P3	ISSUE FOR WORKS IN KIND	09-11-23
P2	ISSUE FOR COORDINATION	03-11-23
P1	DRAFT ISSUE FOR COORDINATION	20-10-23

KEY PLAN
SHEET 1
SHEET 2
SHEET 3
SHEET 4
SHEET 5
SHEET 6
SHEET 7
SHEET 8
SHEET 9
SHEET 10
SHEET 11
SHEET 12
SHEET 13
SHEET 14
SHEET 15
SHEET 16

Client
FRASERS PROPERTY
ESR
Stockland
FIFECAPITAL

Scales
1 : 250
Grid GDA2020
Height Datum AHD

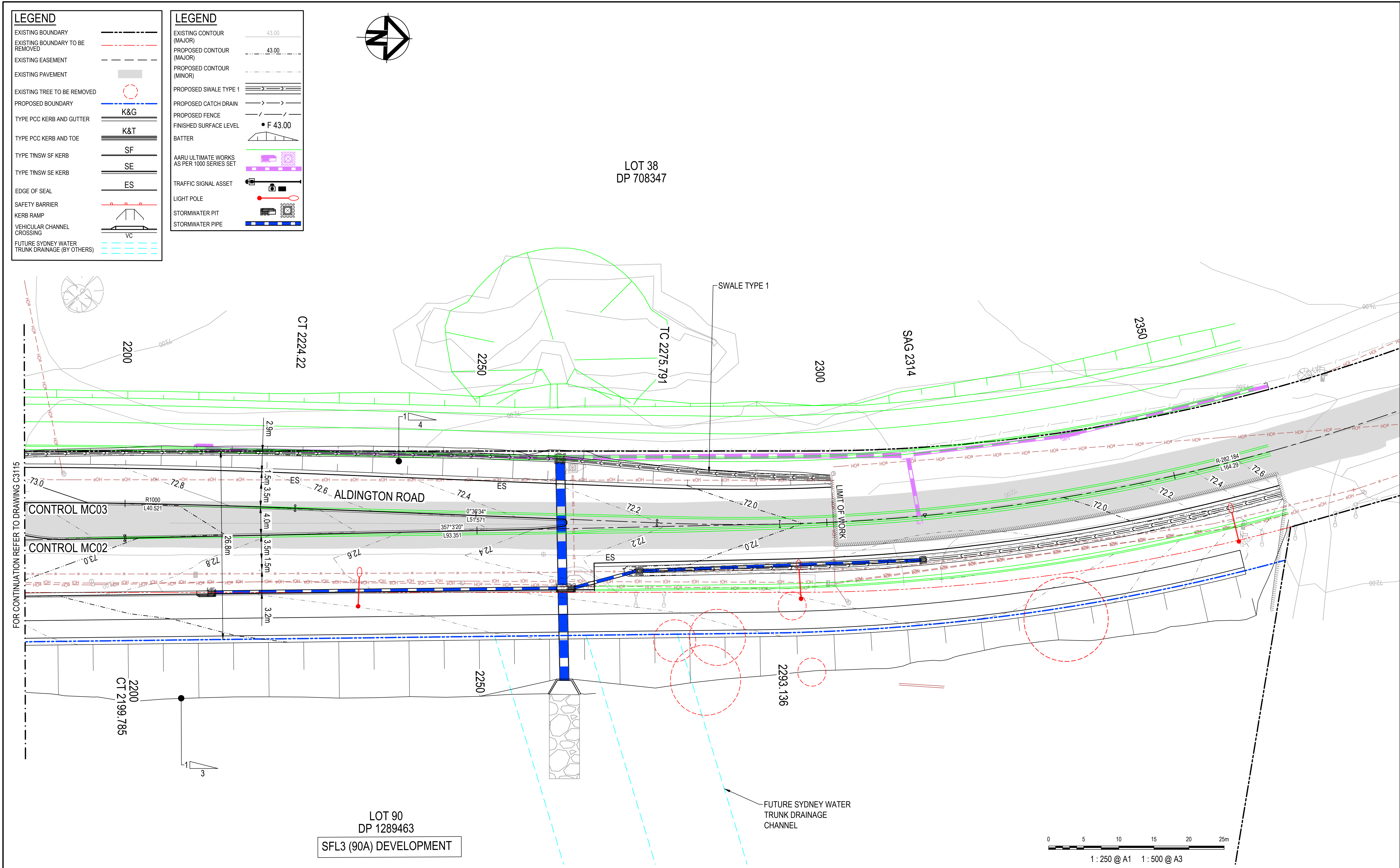
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SK
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Checked GB
Approved AL

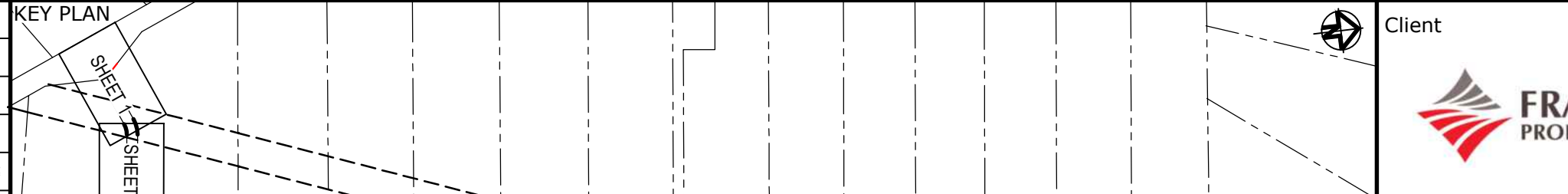
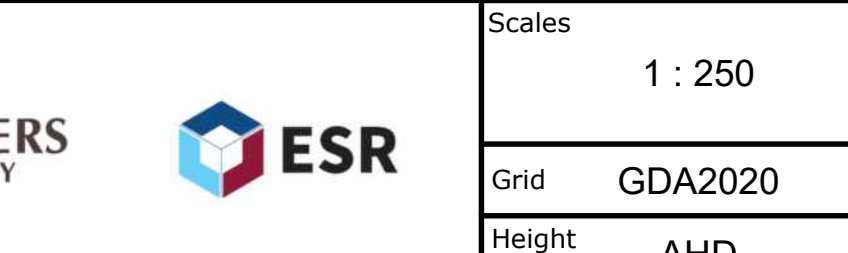
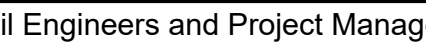

Project
ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2
Title ROADWORKS PLAN SHEET 14


Civil Engineers and Project Managers
at&i
Level 7, 153 Walker Street North Sydney NSW 2060 ABN 96 130 882 405 Tel: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au info@atl.net.au
Status FOR INFORMATION NOT TO BE ISSUED FOR CONSTRUCTION
Project - Drawing No. 21-843-C3114
Issue P5

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								Grid GDA2020		Designed EH							
								Height Datum AHD		Checked GB							
P5	ISSUE FOR 80% DETAILED DESIGN	19-12-23										Approved AL		Title		Status	
P4	RE-ISSUE TO TENDERERS	16-11-23						 <div>THIS DRAWING CANNOT BE COPIED OR REPRODUCED IN ANY FORM OR USED FOR ANY OTHER PURPOSE OTHER THAN THAT ORIGINALLY INTENDED WITHOUT THE WRITTEN PERMISSION OF AT&L.</div>		ROADWORKS PLAN SHEET 16		FOR INFORMATION NOT TO BE ISSUED FOR CONSTRUCTION		Project - Drawing No. 21-843-C3116		Issue P5	
P3	ISSUE FOR WORKS IN KIND	09-11-23															
P2	ISSUE FOR COORDINATION	03-11-23															
P1	DRAFT ISSUE FOR COORDINATION	20-10-23															
Issue		Description		Date													

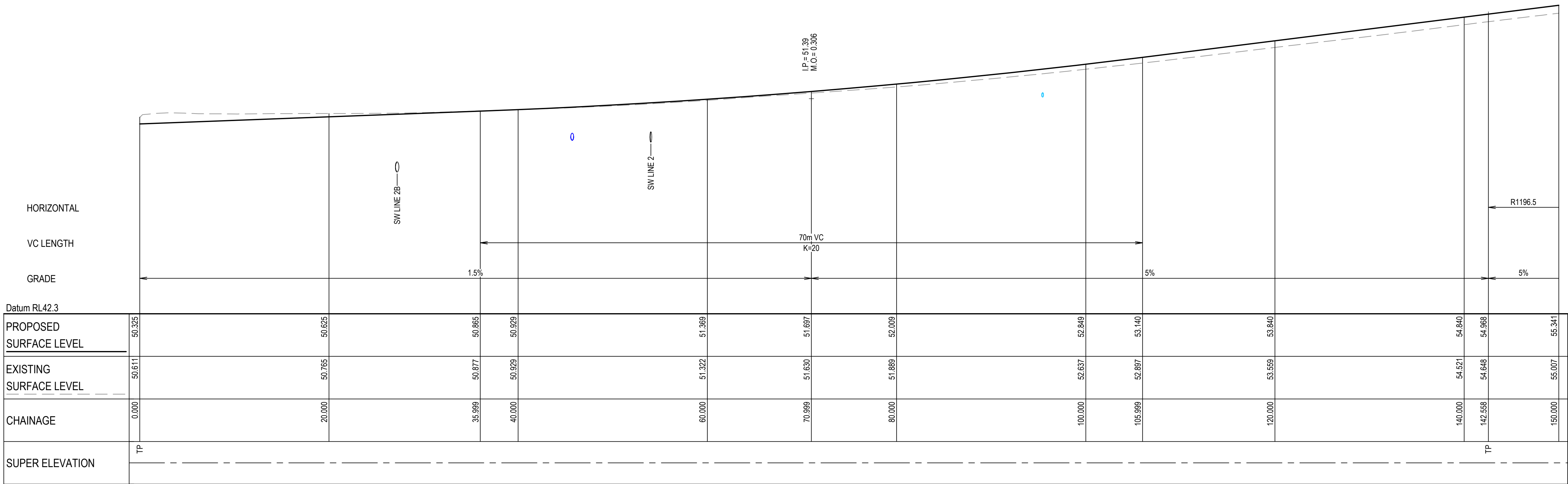


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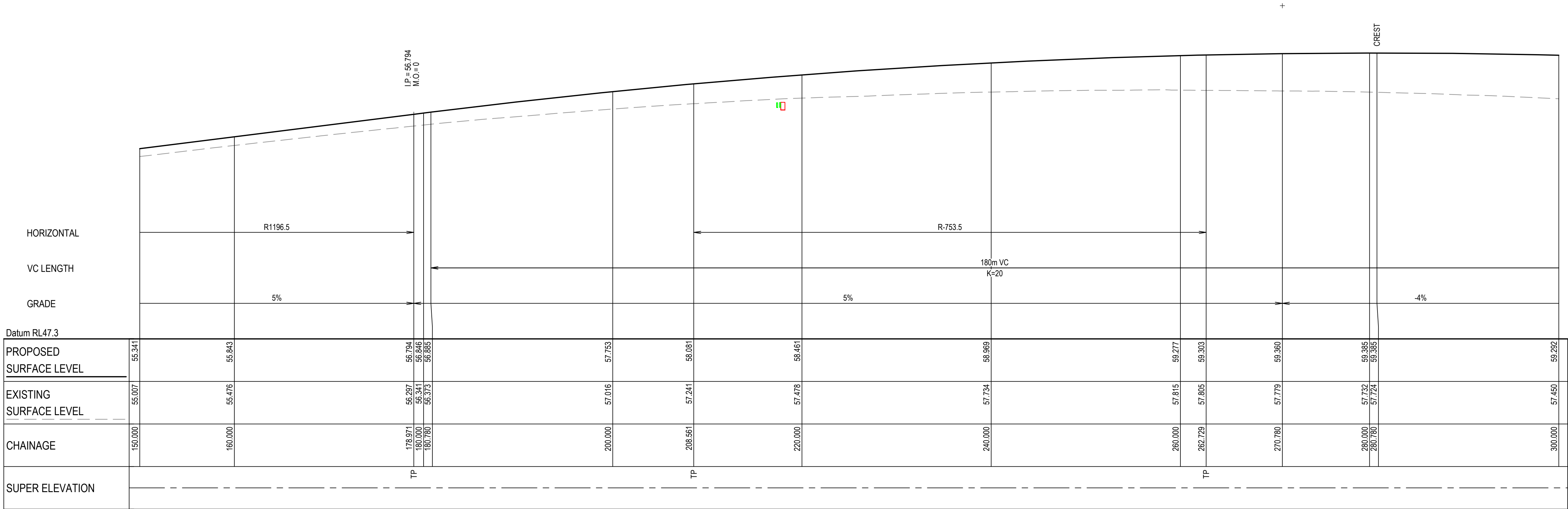
File Name: F:\21-843 Aldington Road Design\6.0 Drgs\Civil\Final\3000_AARU Construction Design\p21-843-C3116.dwg

Page 29 of 31



ALDINGTON ROAD (MC03) LONGITUDINAL SECTION

SCALE 1:250 HORI.
1:100 VERT.



ALDINGTON ROAD (MC03) LONGITUDINAL SECTION

SCALE 1:250 HORI.
1:100 VERT.

P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date

Bar Scales

0510152025m

1 : 250 @ A1 1 : 500 @ A3

0246810m

1 : 100 @ A1 1 : 200 @ A3

Client







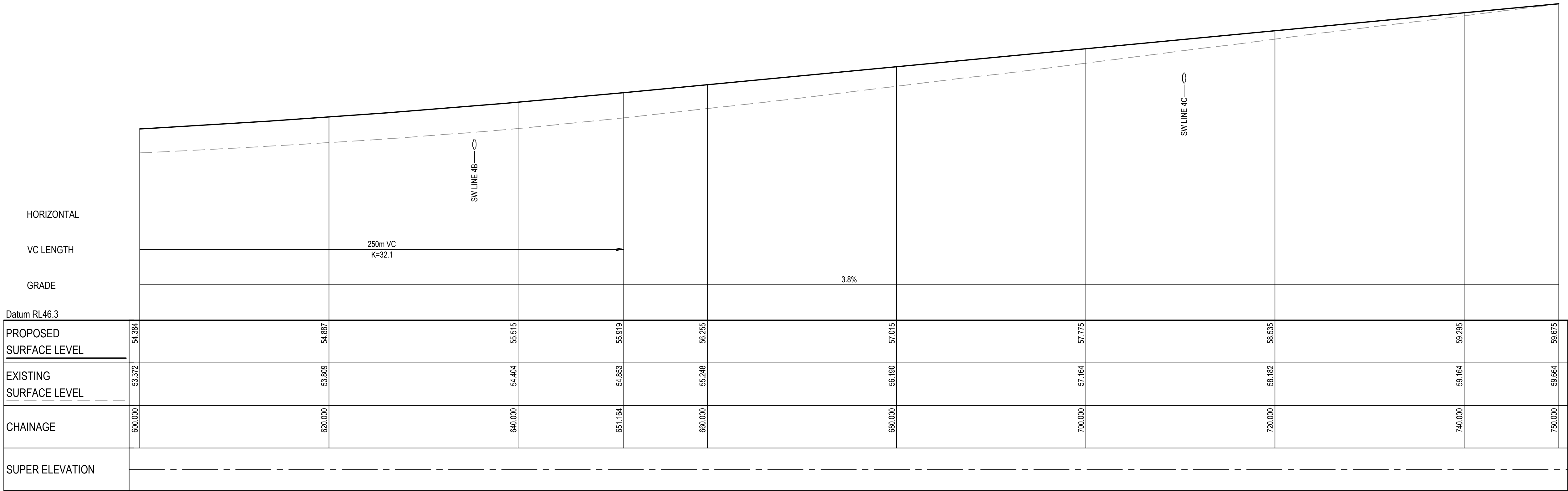


Scales	AS SHOWN	Drawn	SK
		Designed	EH
Grid	GDA2020	Checked	GB
Height Datum	AHD	Approved	AL
			
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Project	
ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2	
Title	
ROAD LONGITUDINAL SECTIONS ALDINGTON ROAD SHEET 1	

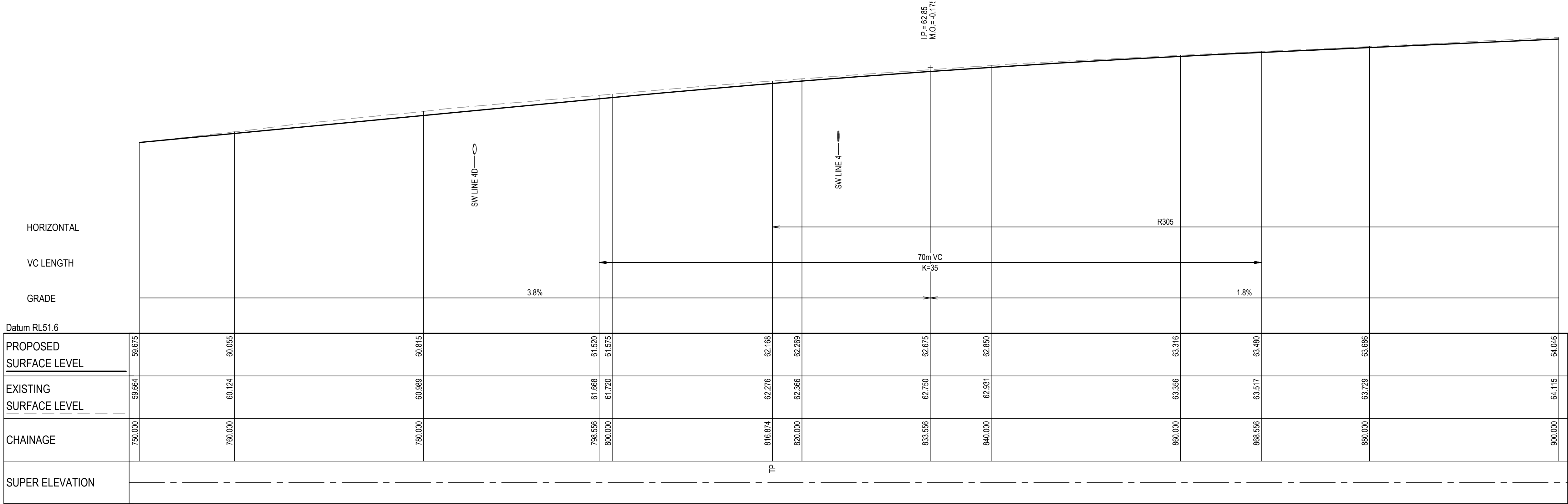
Civil Engineers and Project Managers	
	
Level 7, 153 Walker Street North Sydney NSW 2060 ABN 96 130 882 405 Tel: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au info@atl.net.au	
Status	A1
FOR INFORMATION NOT TO BE ISSUED FOR CONSTRUCTION	
Project - Drawing No.	Issue
21-843-C3151	P1

Date Plotted: 19 Dec 2023 - 01:54PM File Name: F:\21-843 Aldington Road Design\6.0 Drgs\Civil\Final\3000_AARU Construction Design\21-843-C3151.dwg Page 80 of 131



ALDINGTON ROAD (MC03) LONGITUDINAL SECTION

SCALE 1:250 HORI.
1:100 VERT.



ALDINGTON ROAD (MC03) LONGITUDINAL SECTION

SCALE 1:250 HORI.
1:100 VERT.

P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date

Bar Scales

0510152025m

1 : 250 @ A1 1 : 500 @ A3

0246810m

1 : 100 @ A1 1 : 200 @ A3

Client





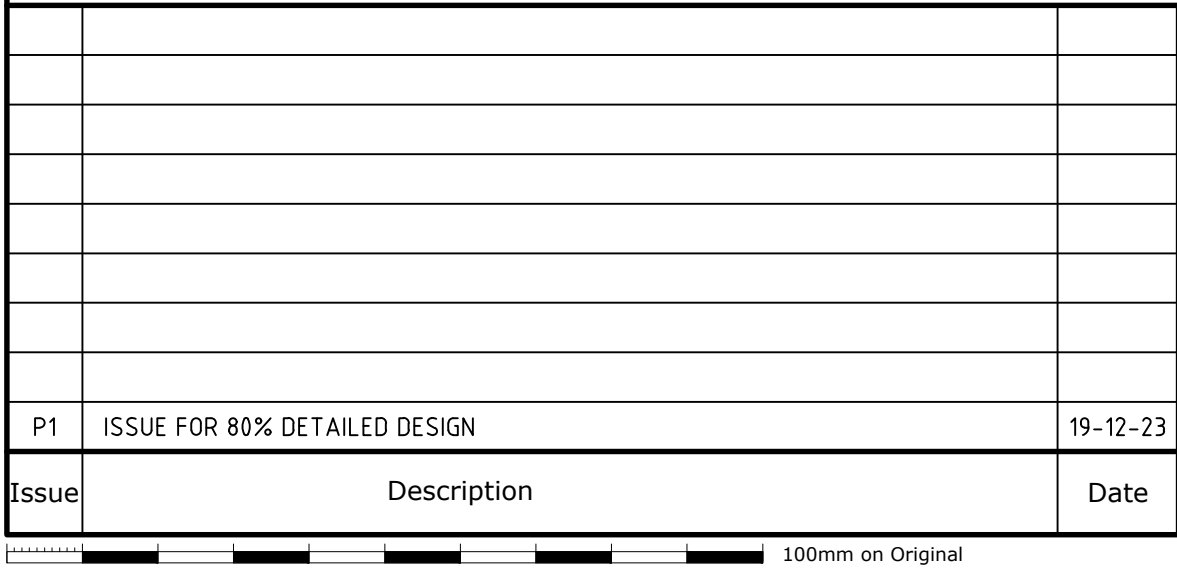





Scales	AS SHOWN	Drawn	SK
		Designed	EH
Grid	GDA2020	Checked	GB
Height Datum	AHD	Approved	AL
			
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Project	
ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2	
Title	
ROAD LONGITUDINAL SECTIONS ALDINGTON ROAD SHEET 3	


Civil Engineers and Project Managers	
	
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Status	A1
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Project - Drawing No.	Issue
21-843-C3153	P1

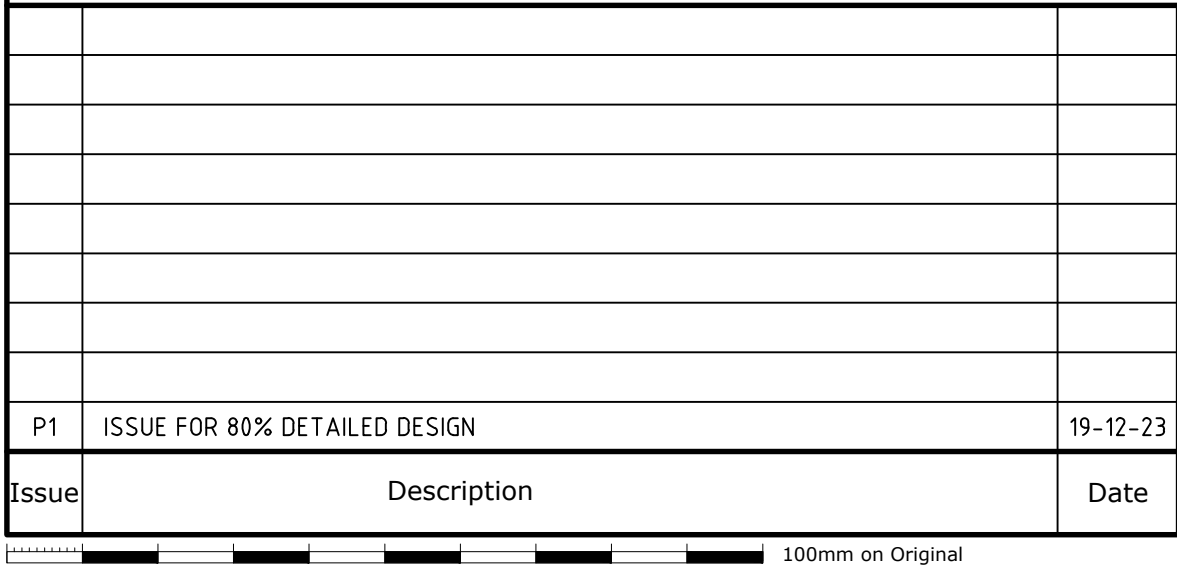


P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date


 100mm on Original

P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date


 100mm on Original

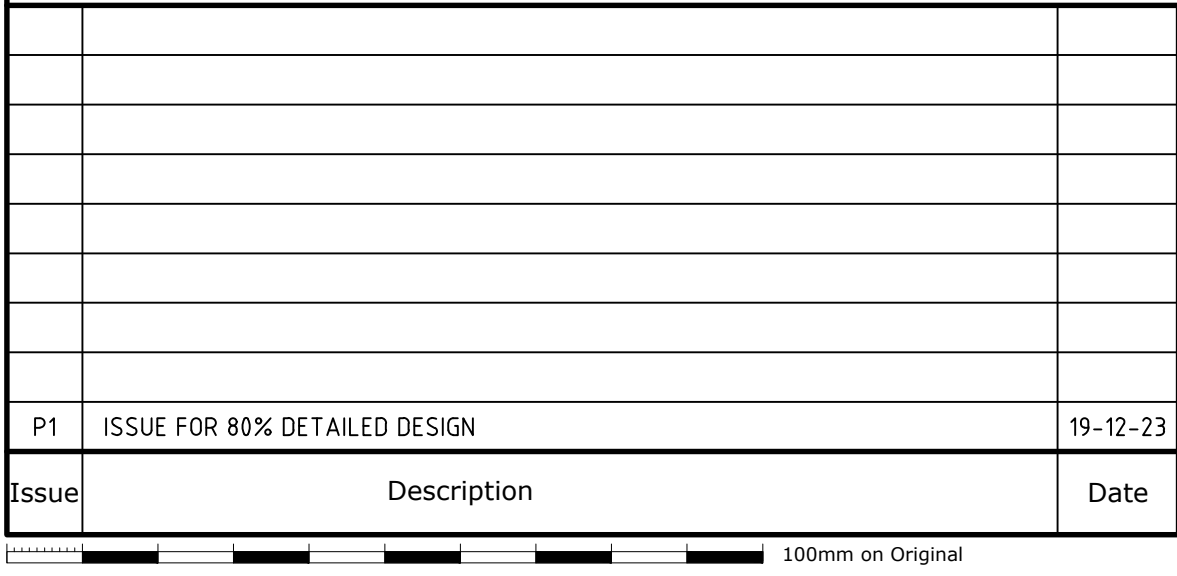


P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date


 100mm on Original

P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date


 100mm on Original




P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date

 100mm on Original


P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date

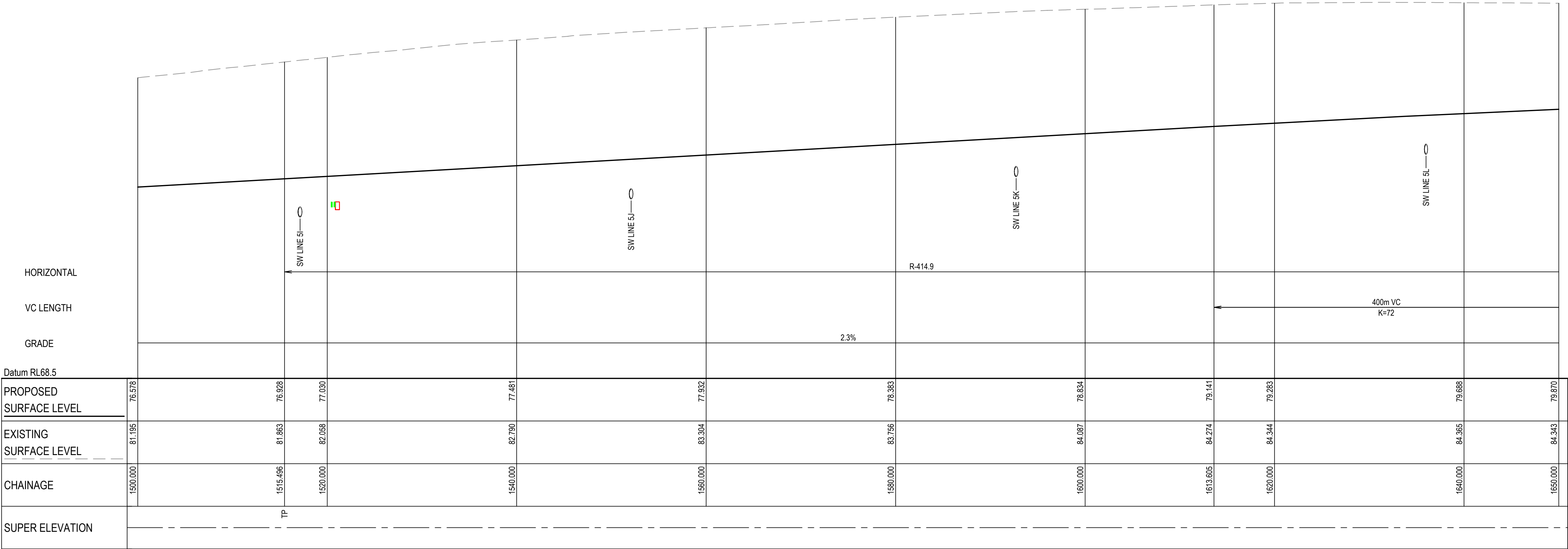
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Issue	Description	Date

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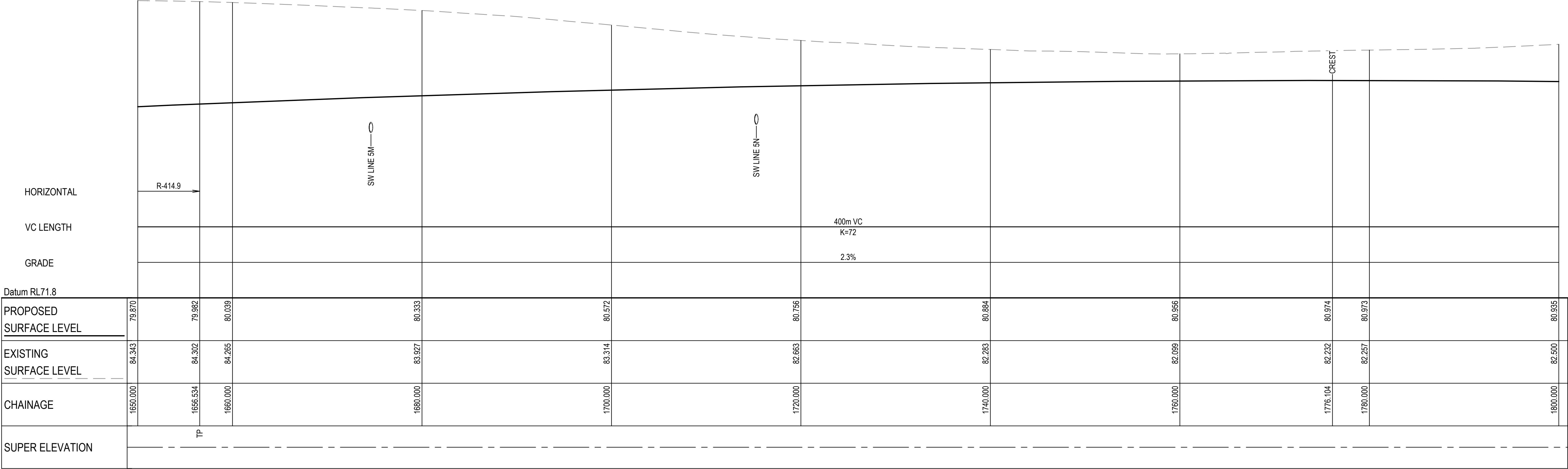
P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date

 100mm on Original



ALDINGTON ROAD (MC03) LONGITUDINAL SECTION

SCALE 1:250 HORI.
1:100 VERT.



ALDINGTON ROAD (MC03) LONGITUDINAL SECTION

SCALE 1:250 HORI.
1:100 VERT.

P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date

Bar Scales

0510152025m

1 : 250 @ A1 1 : 500 @ A3

0246810m

1 : 100 @ A1 1 : 200 @ A3

Client





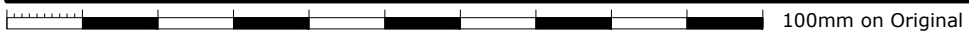




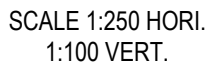
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		Designed	EH
Grid	GDA2020	Checked	GB
Height Datum	AHD	Approved	AL
			
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Project	
ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2	
Title	
ROAD LONGITUDINAL SECTIONS ALDINGTON ROAD SHEET 6	

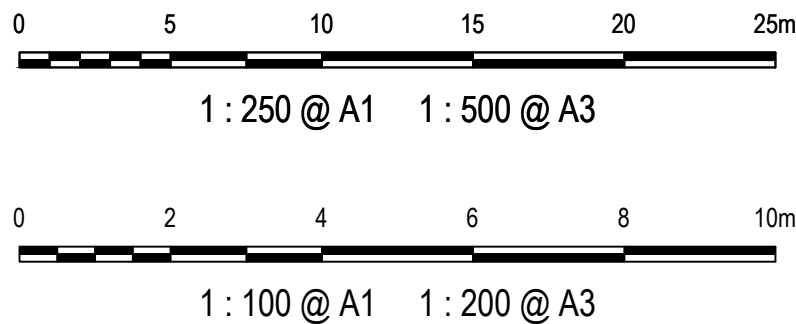
Civil Engineers and Project Managers	
	
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Status	A1
FOR INFORMATION NOT TO BE ISSUED FOR CONSTRUCTION	
Project - Drawing No.	Issue
21-843-C3156	P1



SCALE 1:250 HORI.
1:100 VERT.



1:100 VERI.



FIFECAPITAL

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ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2

ROAD LONGITUDINAL
SECTIONS
ALDINGTON ROAD
SHEET 8

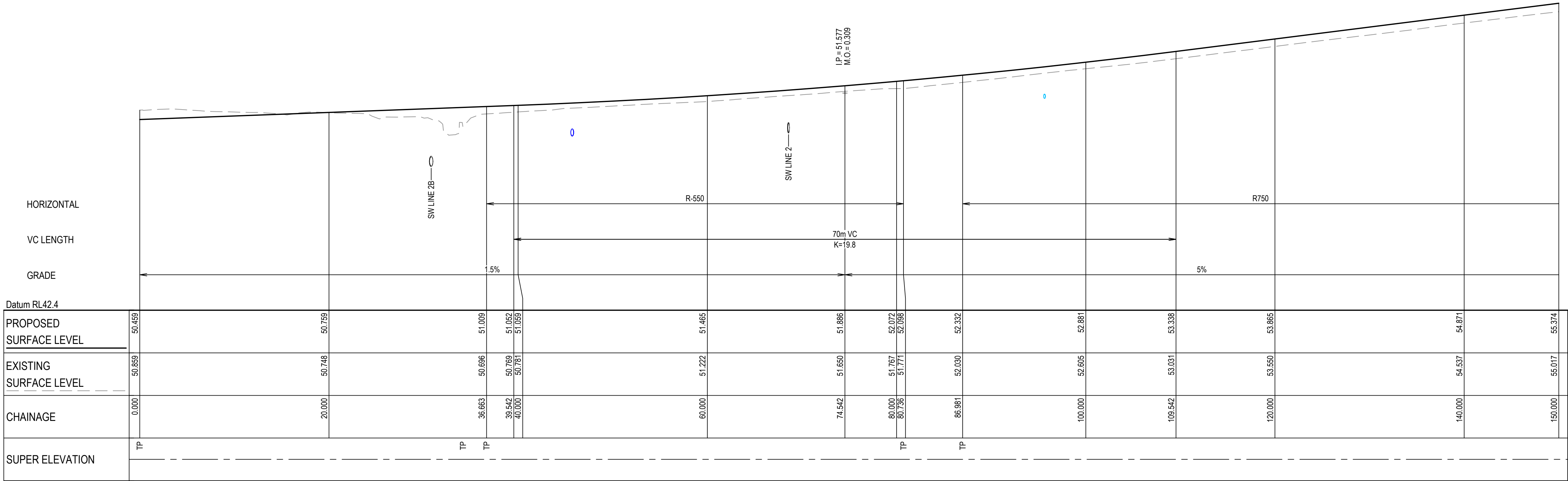
at&i

Status
FOR INFORMATION
NOT TO BE ISSUED FOR CONSTRUCTION

Project - Drawing No.
21-843-C3158

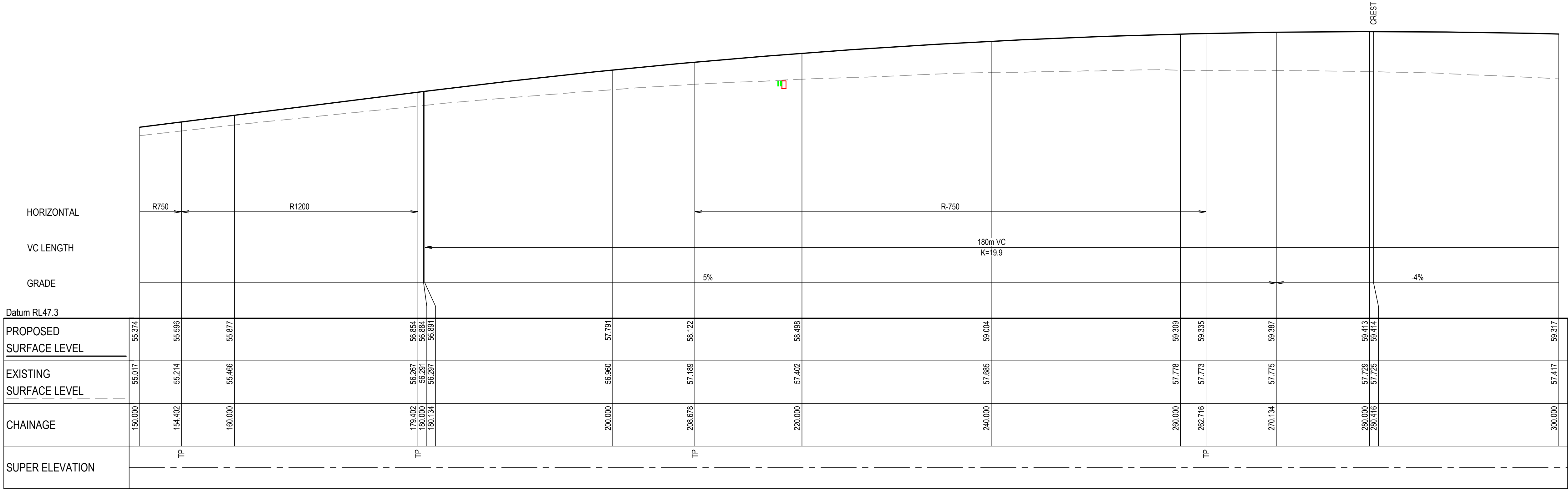
A-

Issue
P4



ALDINGTON ROAD (MC02) LONGITUDINAL SECTION

SCALE 1:250 HORI.
1:100 VERT.



ALDINGTON ROAD (MC02) LONGITUDINAL SECTION

SCALE 1:250 HORI.
1:100 VERT.

P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date

Bar Scales

0 5 10 15 20 25m

1 : 250 @ A1 1 : 500 @ A3

0 2 4 6 8 10m

1 : 100 @ A1 1 : 200 @ A3

Client

Scales	AS SHOWN	Drawn	SK
		Designed	EH
Grid	GDA2020	Checked	GB
Height Datum	AHD	Approved	AL
			
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Project

ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2

Title

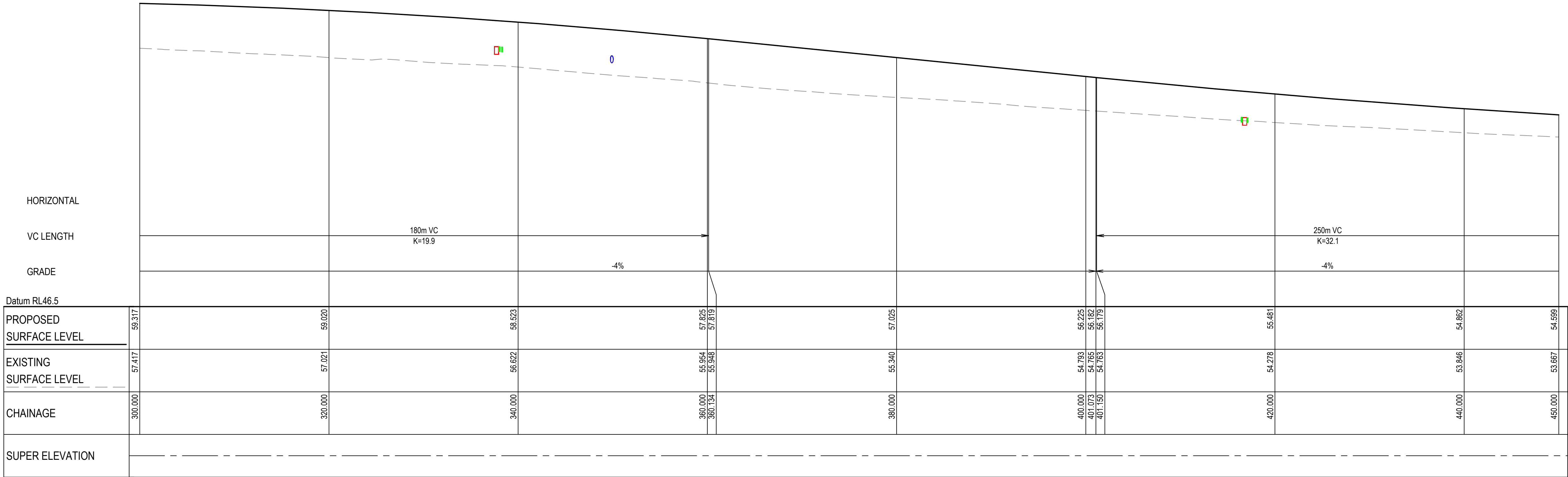
ROAD LONGITUDINAL SECTIONS
ALDINGTON ROAD
SHEET 9

Civil Engineers and Project Managers



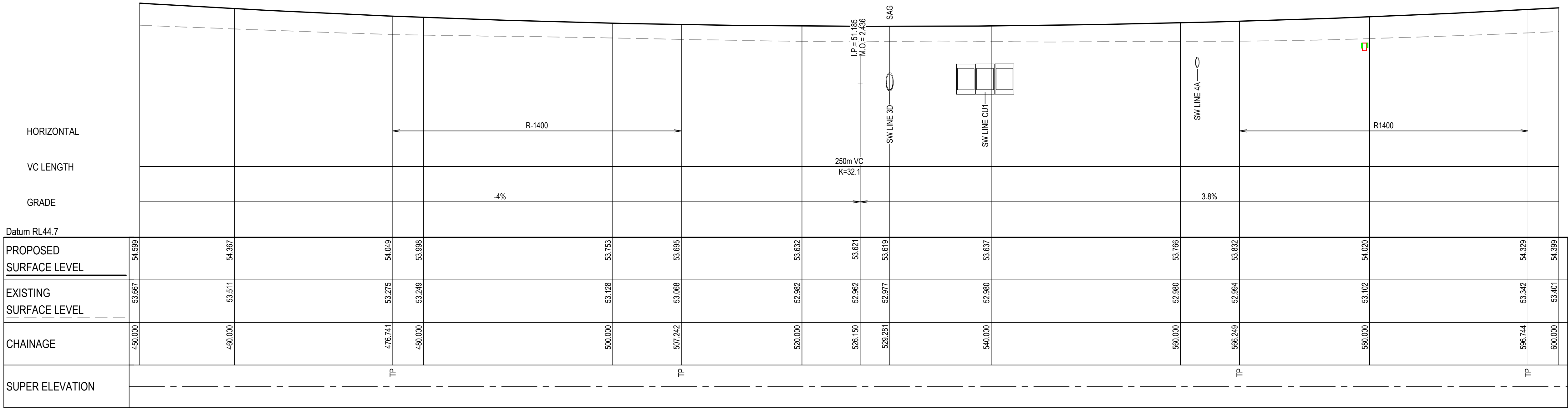
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North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

Status	FOR INFORMATION NOT TO BE ISSUED FOR CONSTRUCTION	A1
Project - Drawing No.	21-843-C3159	Issue P1



ALDINGTON ROAD (MC02) LONGITUDINAL SECTION

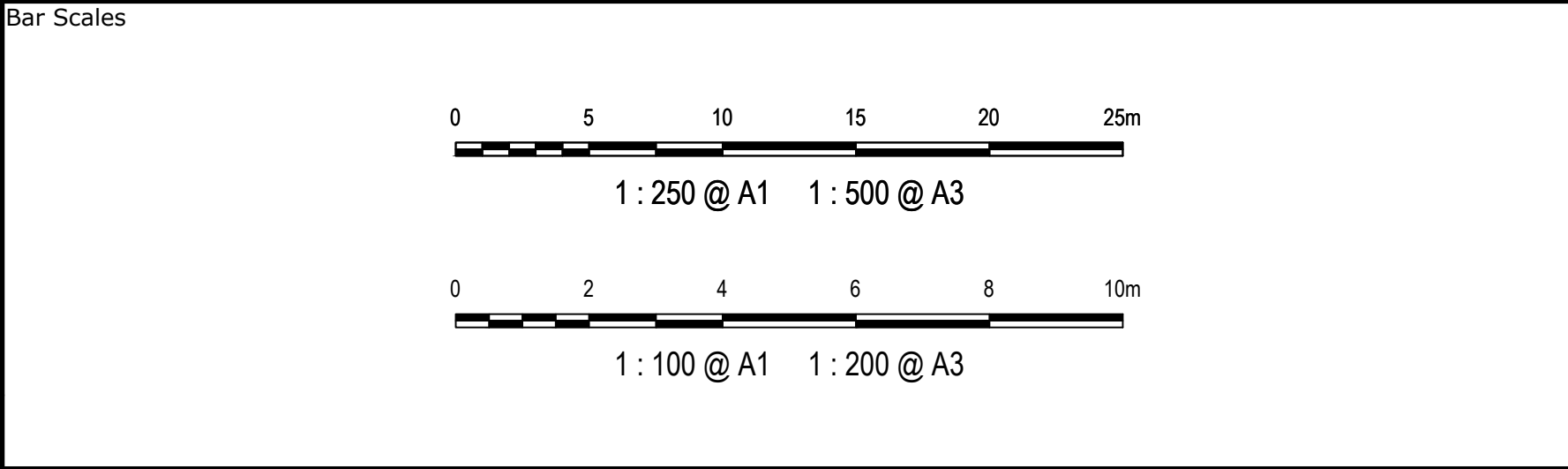
SCALE 1:250 HORI.
1:100 VERT.



ALDINGTON ROAD (MC02) LONGITUDINAL SECTION


SCALE 1:250 HORI.
1:100 VERT.

P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date



Client



Scales	AS SHOWN	Drawn	SK
		Designed	EH
Grid	GDA2020	Checked	GB
Height Datum	AHD	Approved	AL
			
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Project

ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2

Title

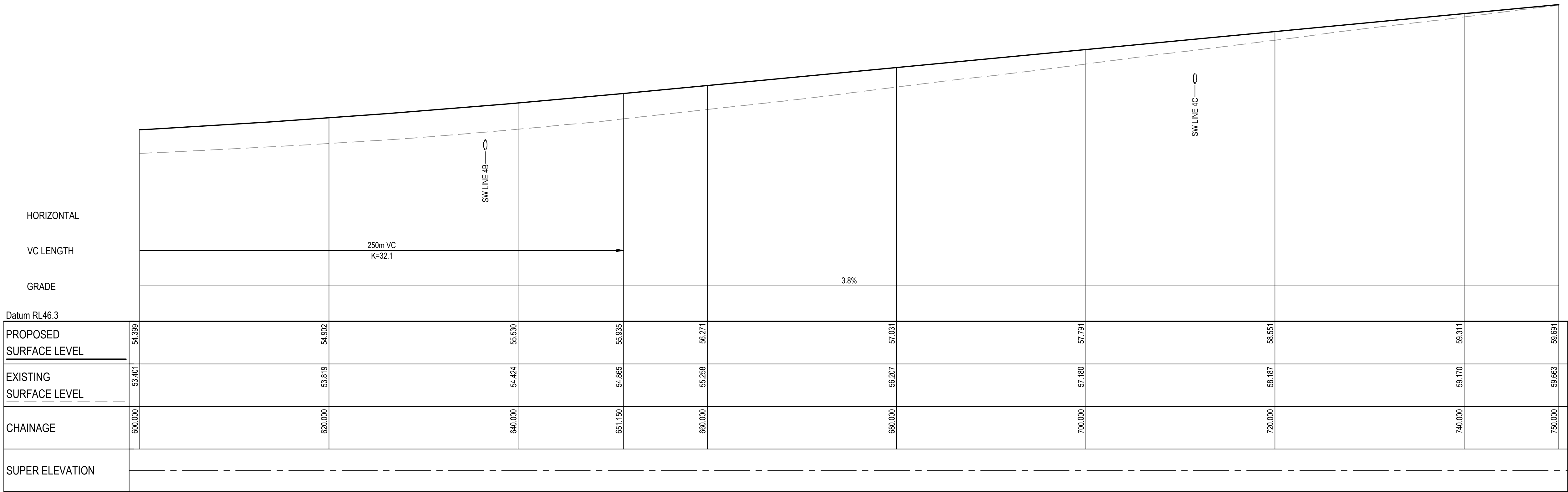
ROAD LONGITUDINAL SECTIONS
ALDINGTON ROAD
SHEET 10

Civil Engineers and Project Managers



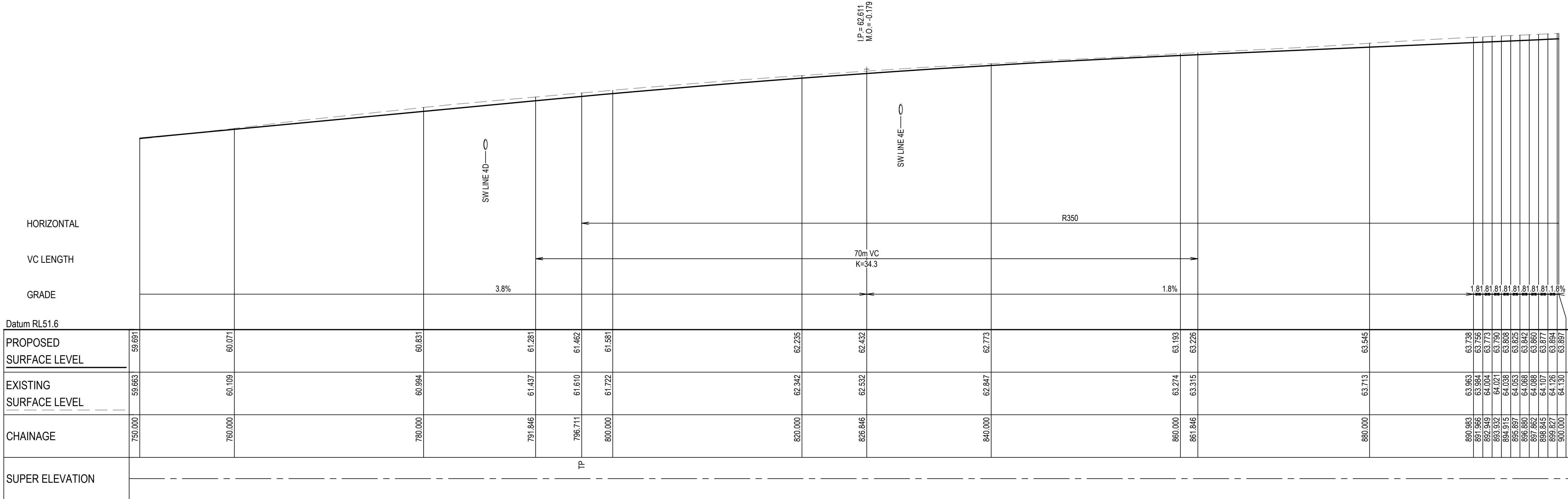
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North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

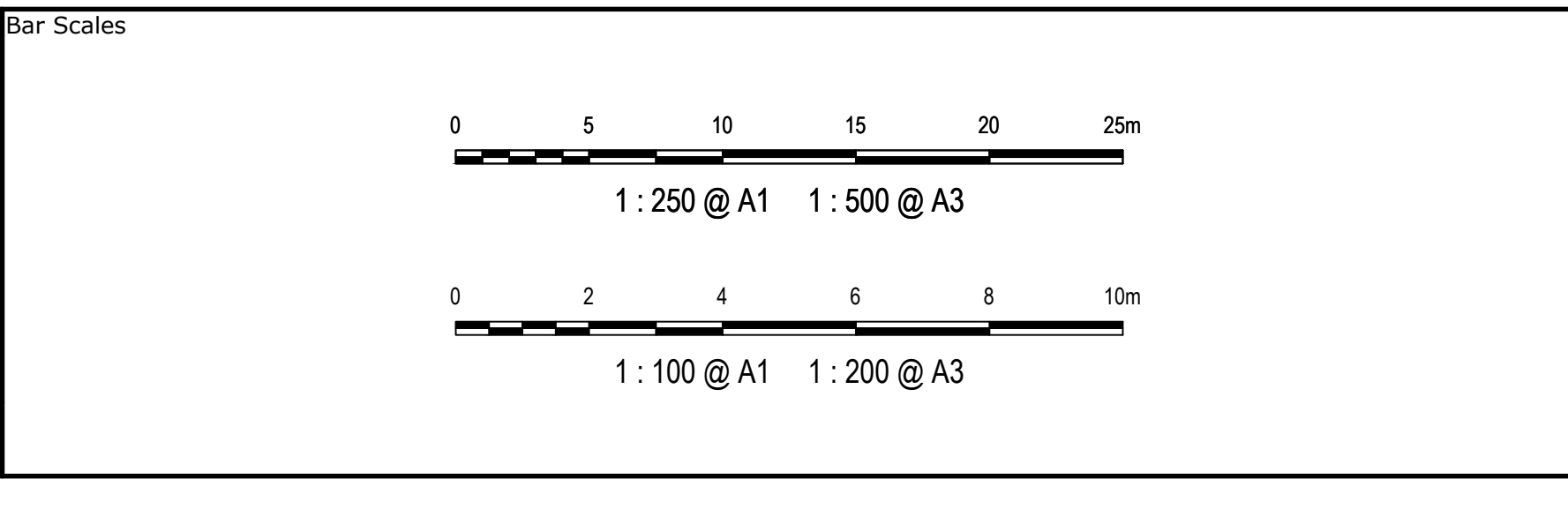
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Project - Drawing No.	21-843-C3160	Issue P1



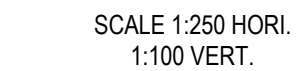
ALDINGTON ROAD (MC02) LONGITUDINAL SECTION

SCALE 1:250 HORI.
1:100 VERT.





SCALE 1:250 HORI.
1:100 VERT.



SCALE 1:250 HORI.
1:100 VERT.

Bar Scales


0 5 10 15 20 25m

1 : 250 @ A1 1 : 500 @ A3


0 2 4 6 8 10m

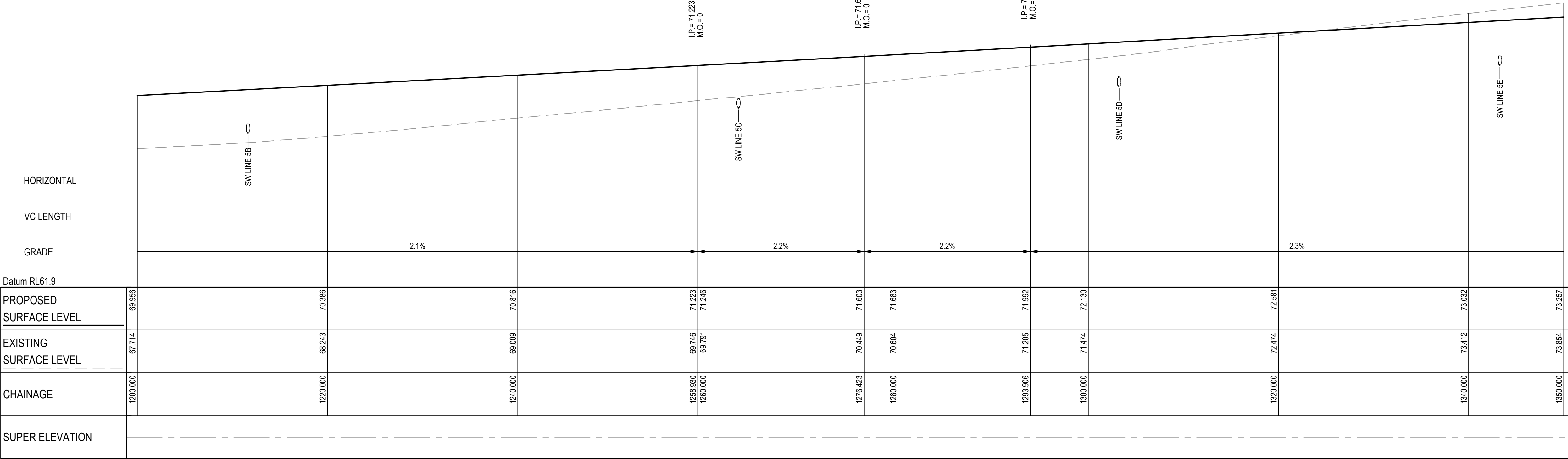
1 : 100 @ A1 1 : 200 @ A3

Scales	AS SHOWN	Drawn	SK
		Designed	EH
Grid	GDA2020	Checked	GB
Height Datum	AHD	Approved	AL



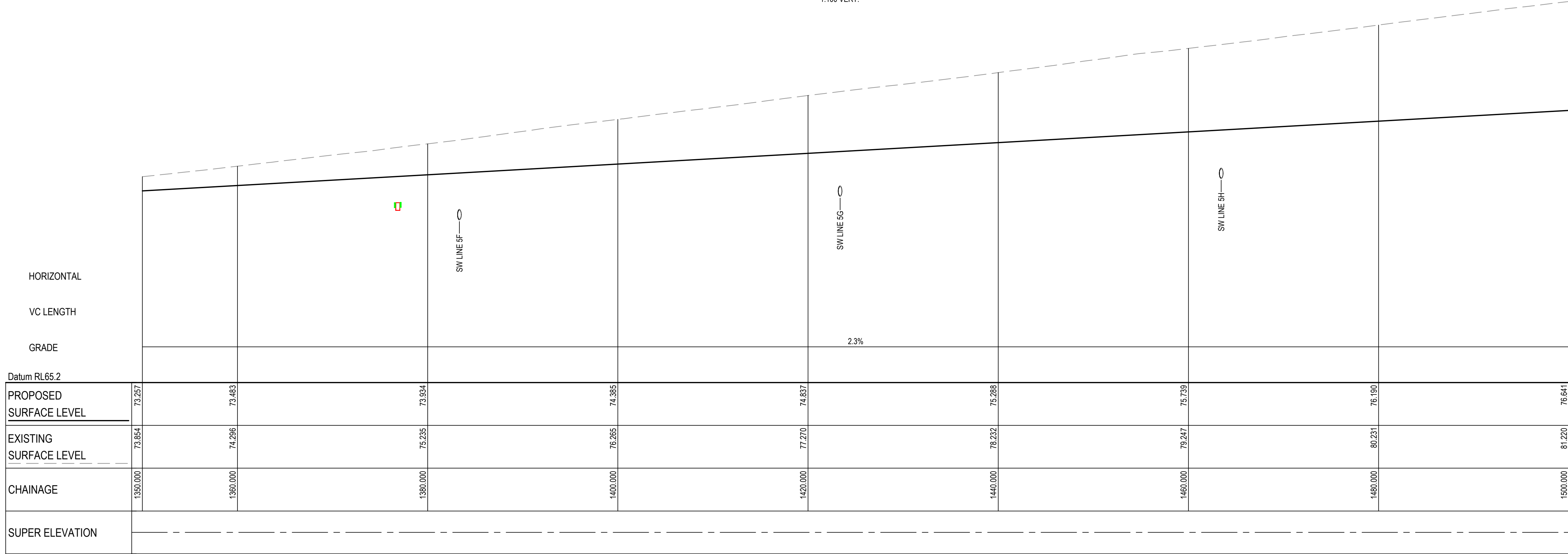
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<p>Status</p> <p>FOR INFORMATION</p> <p>NOT TO BE ISSUED FOR CONSTRUCTION</p> <p>Project - Drawing No.</p> <p>21-843-C3162</p>	<p>A1</p> <p>Issue</p> <p>P1</p>



ALDINGTON ROAD (MC02) LONGITUDINAL SECTION

SCALE 1:250 HORI.
1:100 VERT.








ALDINGTON ROAD (MC02) LONGITUDINAL SECTION

SCALE 1:250 HORI.
1:100 VERT.

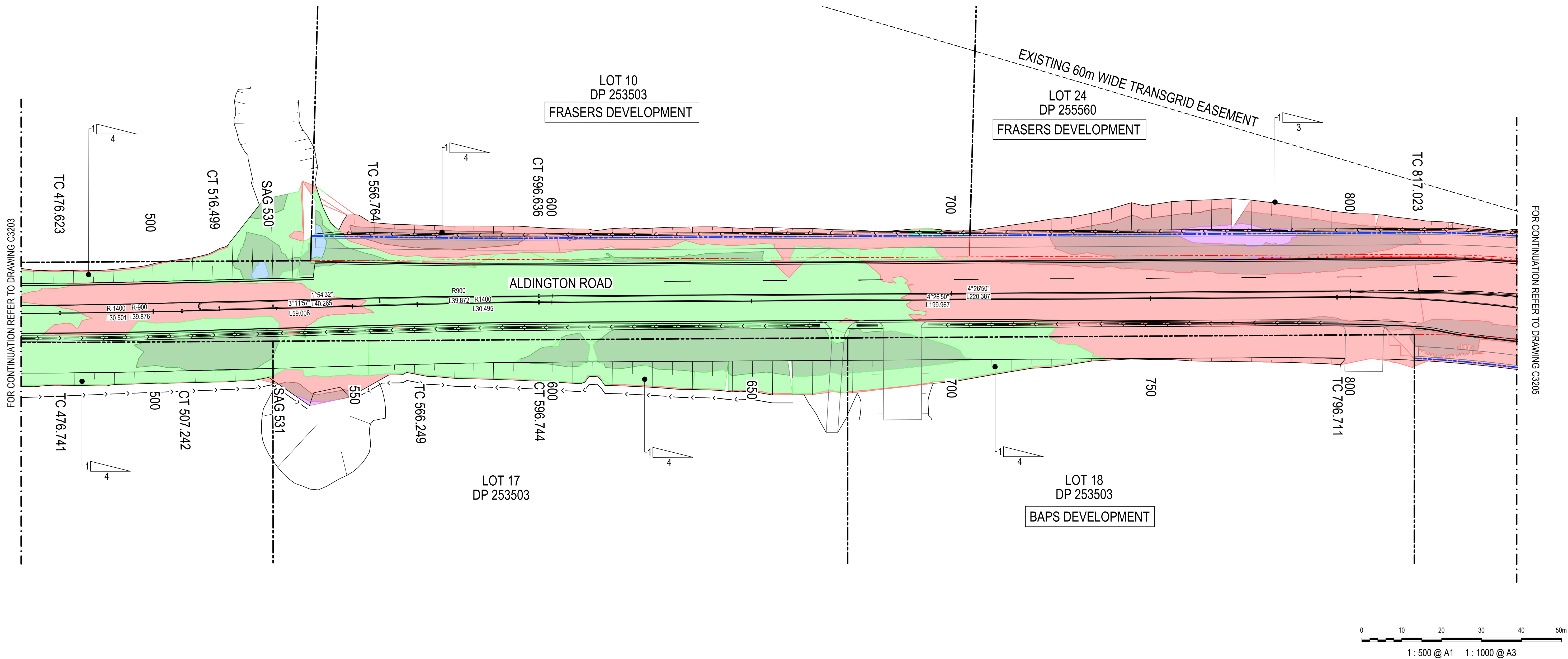
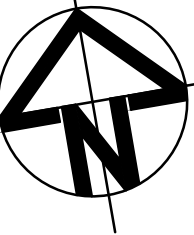
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1. TOPSOIL DEPTH ASSUMED TO BE 200mm. TO BE STRIPPED IN AREAS OF PROPOSED CUT AND FILL
2. THE VOLUMES DO NOT TAKE INTO ACCOUNT THE FOLLOWING:
 - BULKING FACTORS OR REMOVED CUT
 - REMOVAL OF EXISTING BUILDING SLABS AND PAVEMENTS
 - REMOVAL AND/ OR REMEDIATION OF ANY EXISTING UNCONTROLLED FILL
 - PROPOSED LANDSCAPING
 - STORMWATER AND UTILITY TRENCHING
3. ROAD PAVEMENT DEPTHS ARE DETAILED ON DRAWINGS C3351 TO C3366.
4. DEPTHS SHOWN FROM THE EXISTING SURVEYED SURFACE LEVEL TO THE BULK EARTHWORK LEVEL.

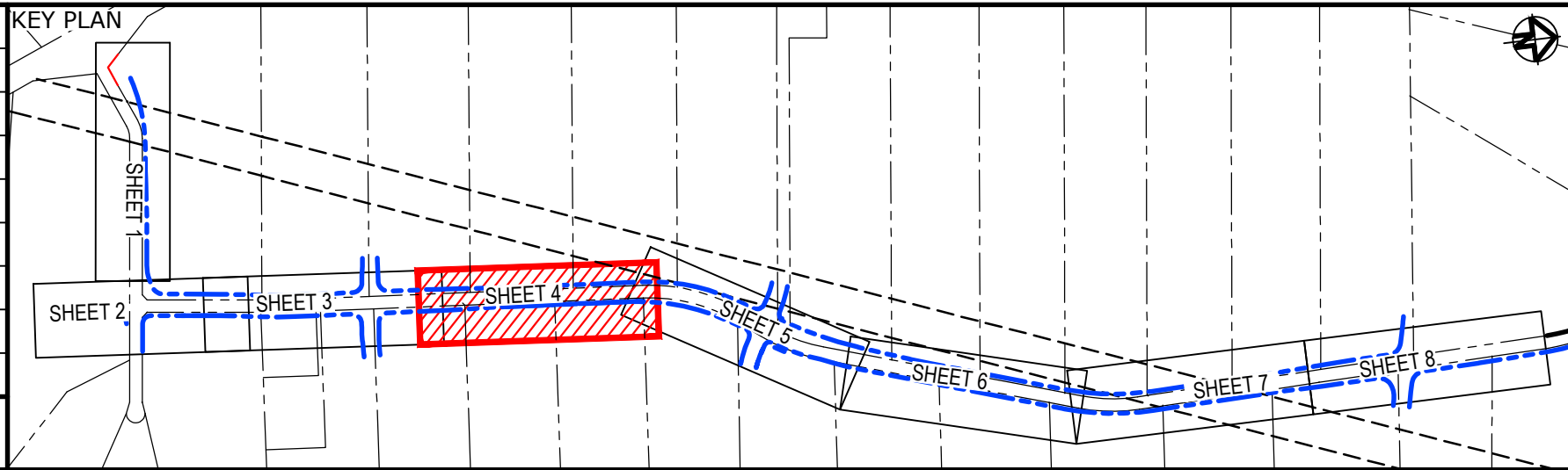
CUTFILL DEPTH RANGE		LEGEND
Lower_value	Upper_value	Colour
-100	to -8.0 m	
-8.0	to -7.0 m	
-7.0	to -6.0 m	
-6.0	to -5.0 m	
-5.0	to -4.0 m	
-4.0	to -3.0 m	
-3.0	to -2.0 m	
-2.0	to -1.0 m	
-1.0	to 0.0 m	

CUTFILL DEPTH RANGE		LEGEND
Lower_value	Upper_value	Colour
0.0	to 1.0 m	
1.0	to 2.0 m	
2.0	to 3.0 m	
3.0	to 4.0 m	
4.0	to 5.0 m	

A	B	C	D =A+B+C
EXISTING TOPSOIL STRIPPING VOLUME (cu.m) REFER NOTE No.1	NET CUT (cu.m)	NET FILL (cu.m)	BALANCE (cu.m)
-22,300	-141,900	45,200	-96,700




P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date



Client



Scales	1:500	Drawn	SK
		Designed	EH
Grid	GDA2020	Checked	GB
Height Datum	AHD	Approved	AL



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 OR USED FOR ANY OTHER PURPOSE OTHER THAN THAT ORIGINALLY
 INTENDED WITHOUT THE WRITTEN PERMISSION OF AT&L

Project

ALDINGTON AND ABBOTTS
ROAD UPGRADE (AARU)
PHASE 1 & 2

Title

BULK EARTHWORKS
CUT/FILL PLAN
SHEET 4

Civil Engineers and Project Managers



Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

Status
FOR INFORMATION
NOT TO BE ISSUED FOR CONSTRUCTION

Project - Drawing No.
21-843-C3204

A-

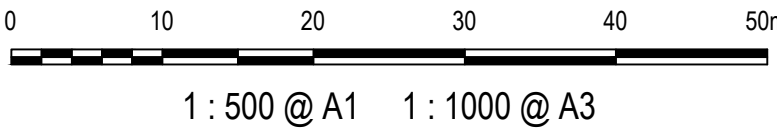
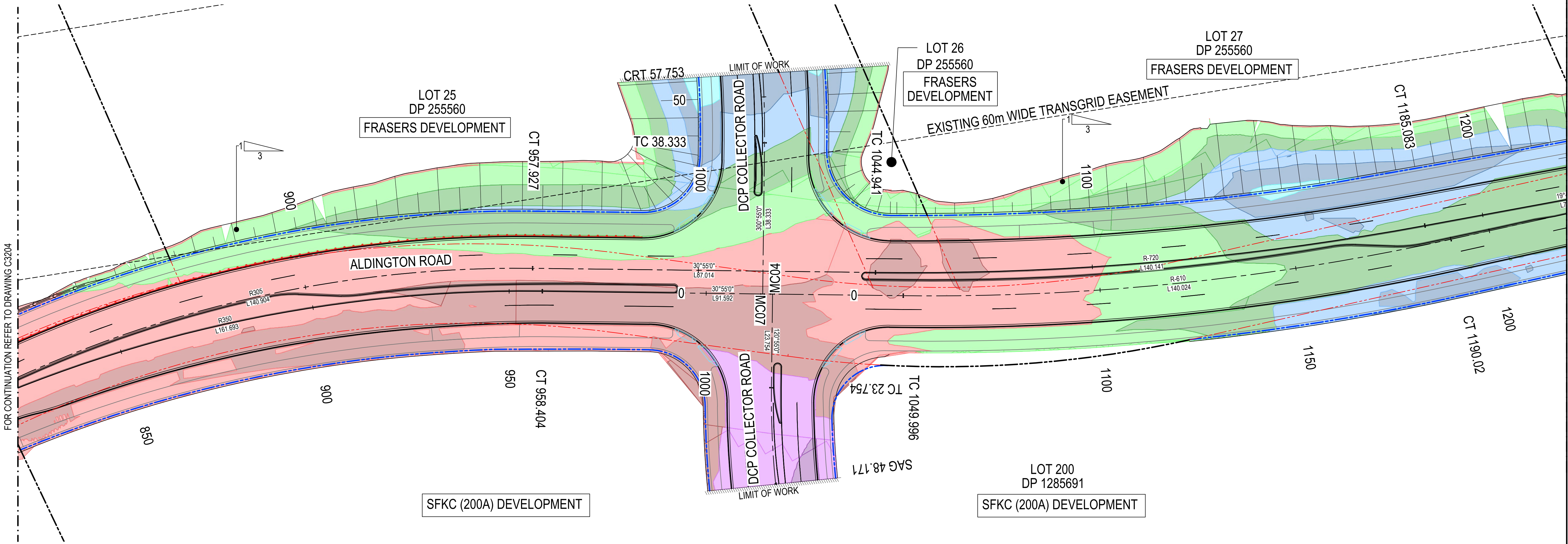
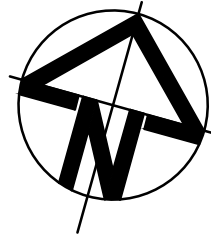
LEGEND:	
EXISTING	
-----	EXISTING BOUNDARY
-----	EXISTING EASEMENT BOUNDARY
PROPOSED	
-----	PROPOSED BOUNDARY

- NOTES:
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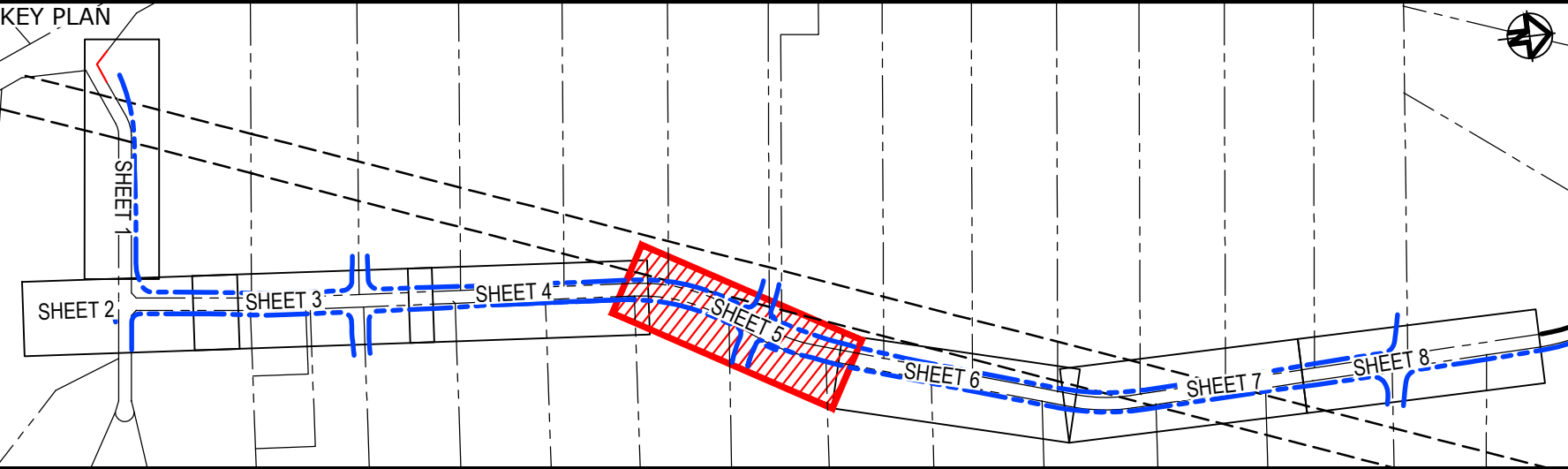
CUT/FILL DEPTH RANGE LEGEND		
Lower_value	Upper_value	Colour
-100	to -8.0	m
-8.0	to -7.0	m
-7.0	to -6.0	m
-6.0	to -5.0	m
-5.0	to -4.0	m
-4.0	to -3.0	m
-3.0	to -2.0	m
-2.0	to -1.0	m
-1.0	to 0.0	m

CUT/FILL DEPTH RANGE LEGEND		
Lower_value	Upper_value	Colour
0.0	to 1.0	m
1.0	to 2.0	m
2.0	to 3.0	m
3.0	to 4.0	m
4.0	to 5.0	m

EARTHWORKS VOLUMES			
A	B	C	D =A+B+C
EXISTING TOPSOIL STRIPPING VOLUME (cu.m) REFER NOTE No.1	NET CUT (cu.m)	NET FILL (cu.m)	BALANCE (cu.m)
-22,300	-141,900	45,200	-96,700



Issue	Description	Date
P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23



Client

FRASERS PROPERTY **ESR**

Stockland **FIFECAPITAL**

Scales	1:500	Drawn	SK
Grid	GDA2020	Designed	EH
Height Datum	AHD	Checked	GB
		Approved	AL

GDA2020

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Project

ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2

Title

BULK EARTHWORKS CUT/FILL PLAN SHEET 5

Civil Engineers and Project Managers

at&l

Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

Status

FOR INFORMATION NOT TO BE ISSUED FOR CONSTRUCTION

Project - Drawing No.

21-843-C3205

Issue

P1

LEGEND:

EXISTING

EXISTING BOUNDARY

EXISTING EASEMENT BOUNDARY

PROPOSED

PROPOSED BOUNDARY

NOTES:

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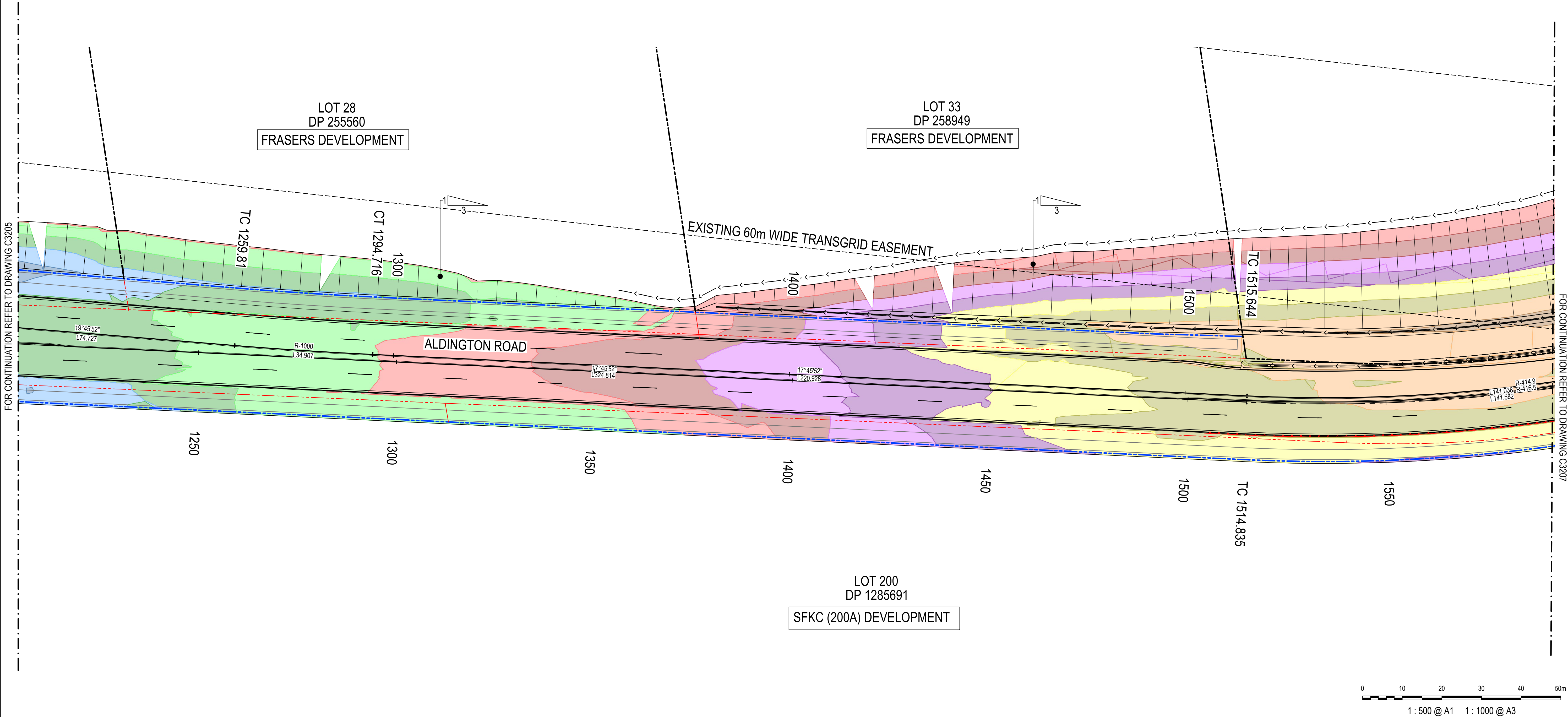
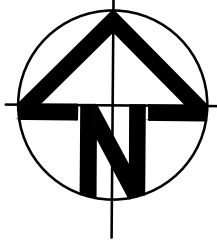
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CUT/FILL DEPTH RANGE LEGEND		
Lower_value	Upper_value	Colour
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-4.0	to -3.0	m
-3.0	to -2.0	m
-2.0	to -1.0	m
-1.0	to 0.0	m

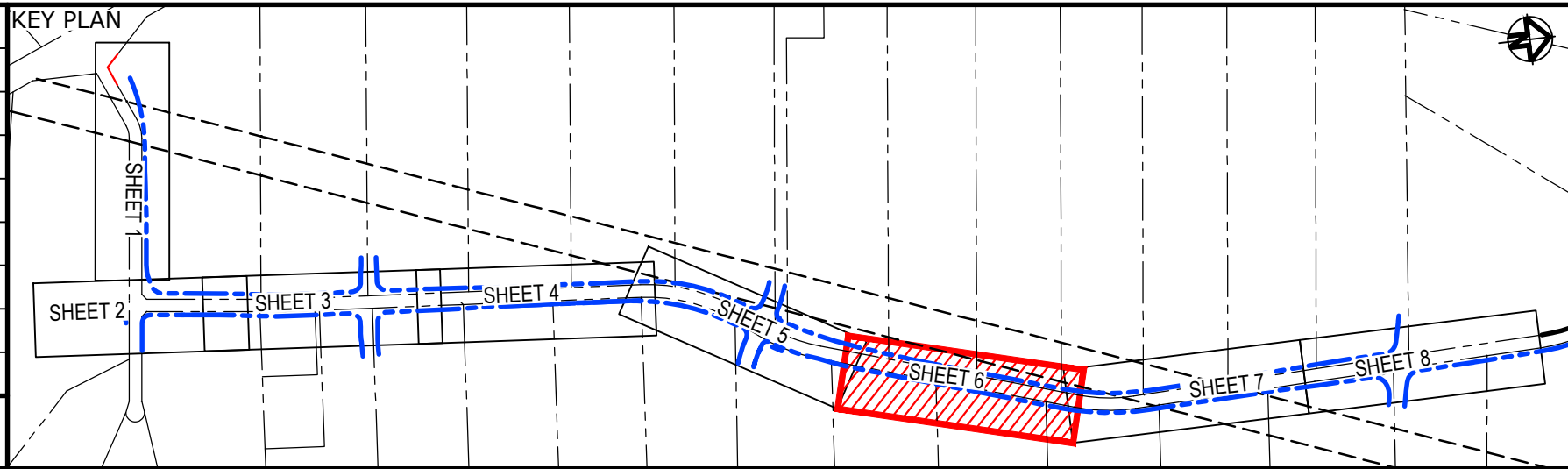
CUT/FILL DEPTH RANGE LEGEND		
Lower_value	Upper_value	Colour
0.0	to 1.0	m
1.0	to 2.0	m
2.0	to 3.0	m
3.0	to 4.0	m
4.0	to 5.0	m

EARTHWORKS VOLUMES

A	B	C	D =A+B+C
EXISTING TOPSOIL STRIPPING VOLUME (cu.m) REFER NOTE No.1	NET CUT (cu.m)	NET FILL (cu.m)	BALANCE (cu.m)
-22,300	-141,900	45,200	-96,700



P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date



Client

Scales1:500

GridGDA2020

Height DatumAHD

DrawnSK

DesignedEH

CheckedGB

ApprovedAL

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Project

ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2

Title

BULK EARTHWORKS CUT/FILL PLAN SHEET 6

Civil Engineers and Project Managers

Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

Status

FOR INFORMATION NOT TO BE ISSUED FOR CONSTRUCTION

Project - Drawing No.

21-843-C3206

Issue

P1

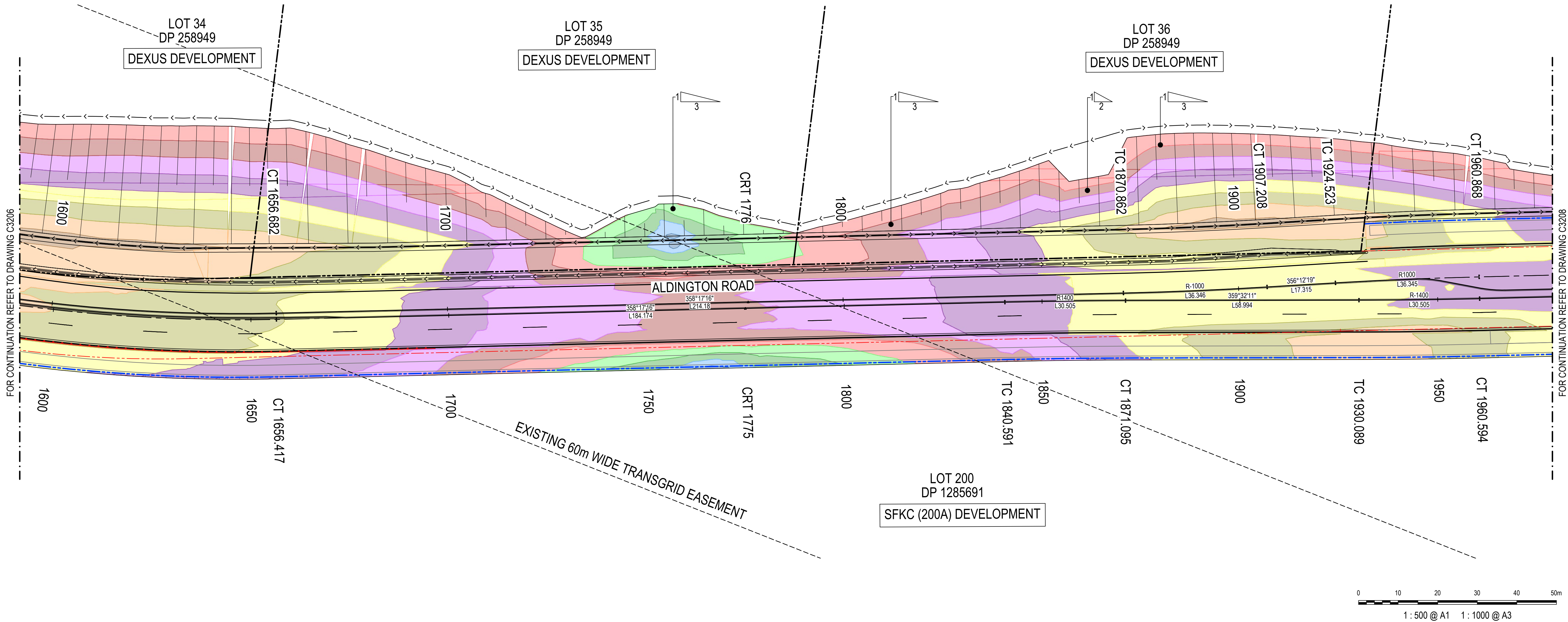
LEGEND:	
EXISTING	
-----	EXISTING BOUNDARY
- - - - -	EXISTING EASEMENT BOUNDARY
PROPOSED	
-----	PROPOSED BOUNDARY

- NOTES:
1. TOPSOIL DEPTH ASSUMED TO BE 200mm. TO BE STRIPPED IN AREAS OF PROPOSED CUT AND FILL
 2. THE VOLUMES DO NOT TAKE INTO ACCOUNT THE FOLLOWING:
 - BULKING FACTORS OR REMOVED CUT
 - REMOVAL OF EXISTING BUILDING SLABS AND PAVEMENTS
 - REMOVAL AND\ OR REMEDIATION OF ANY EXISTING UNCONTROLLED FILL
 - PROPOSED LANDSCAPING
 - STORMWATER AND UTILITY TRENCHING
 3. ROAD PAVEMENT DEPTHS ARE DETAILED ON DRAWINGS C3351 TO C3366.
 4. DEPTHS SHOWN FROM THE EXISTING SURVEYED SURFACE LEVEL TO THE BULK EARTHWORK LEVEL.

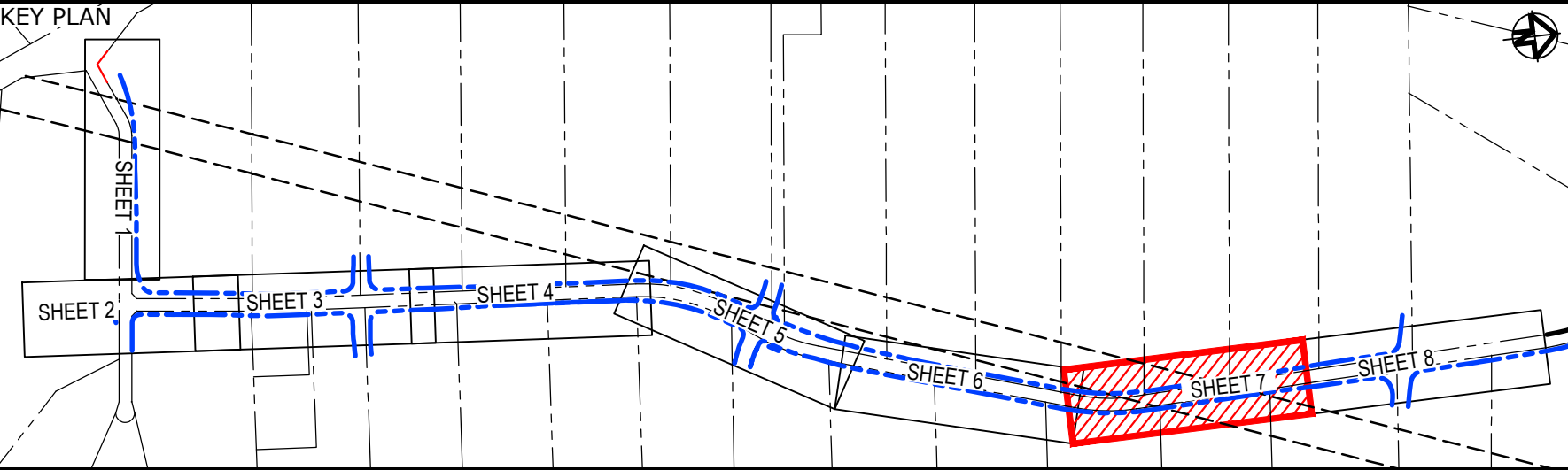
CUT/FILL DEPTH RANGE LEGEND		
Lower_value	Upper_value	Colour
-100	to -8.0 m	
-8.0	to -7.0 m	
-7.0	to -6.0 m	
-6.0	to -5.0 m	
-5.0	to -4.0 m	
-4.0	to -3.0 m	
-3.0	to -2.0 m	
-2.0	to -1.0 m	
-1.0	to 0.0 m	

CUT/FILL DEPTH RANGE LEGEND		
Lower_value	Upper_value	Colour
0.0	to 1.0 m	
1.0	to 2.0 m	
2.0	to 3.0 m	
3.0	to 4.0 m	
4.0	to 5.0 m	

EARTHWORKS VOLUMES			
A	B	C	D =A+B+C
EXISTING TOPSOIL STRIPPING VOLUME (cu.m) REFER NOTE No.1	NET CUT (cu.m)	NET FILL (cu.m)	BALANCE (cu.m)
-22,300	-141,900	45,200	-96,700



Issue	Description	Date
P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23



Client

Scales 1:500	Drawn SK
	Designed EH
	Checked GB
Grid GDA2020	Approved AL
Height Datum AHD	
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Project
ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2

Title
BULK EARTHWORKS CUT/FILL PLAN SHEET 7

Civil Engineers and Project Managers

Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

Status
FOR INFORMATION
NOT TO BE ISSUED FOR CONSTRUCTION

Project - Drawing No.
21-843-C3207

Issue
P1

LEGEND:

EXISTING

EXISTING BOUNDARY

EXISTING EASEMENT BOUNDARY

PROPOSED

PROPOSED BOUNDARY

NOTES:

1. TOPSOIL DEPTH ASSUMED TO BE 200mm. TO BE STRIPPED IN AREAS OF PROPOSED CUT AND FILL

2. THE VOLUMES DO NOT TAKE INTO ACCOUNT THE FOLLOWING:

- BULKING FACTORS OR REMOVED CUT
- REMOVAL OF EXISTING BUILDING SLABS AND PAVEMENTS
- REMOVAL AND\ OR REMEDIATION OF ANY EXISTING UNCONTROLLED FILL
- PROPOSED LANDSCAPING
- STORMWATER AND UTILITY TRENCHING

3. ROAD PAVEMENT DEPTHS ARE DETAILED ON DRAWINGS C3351 TO C3366.

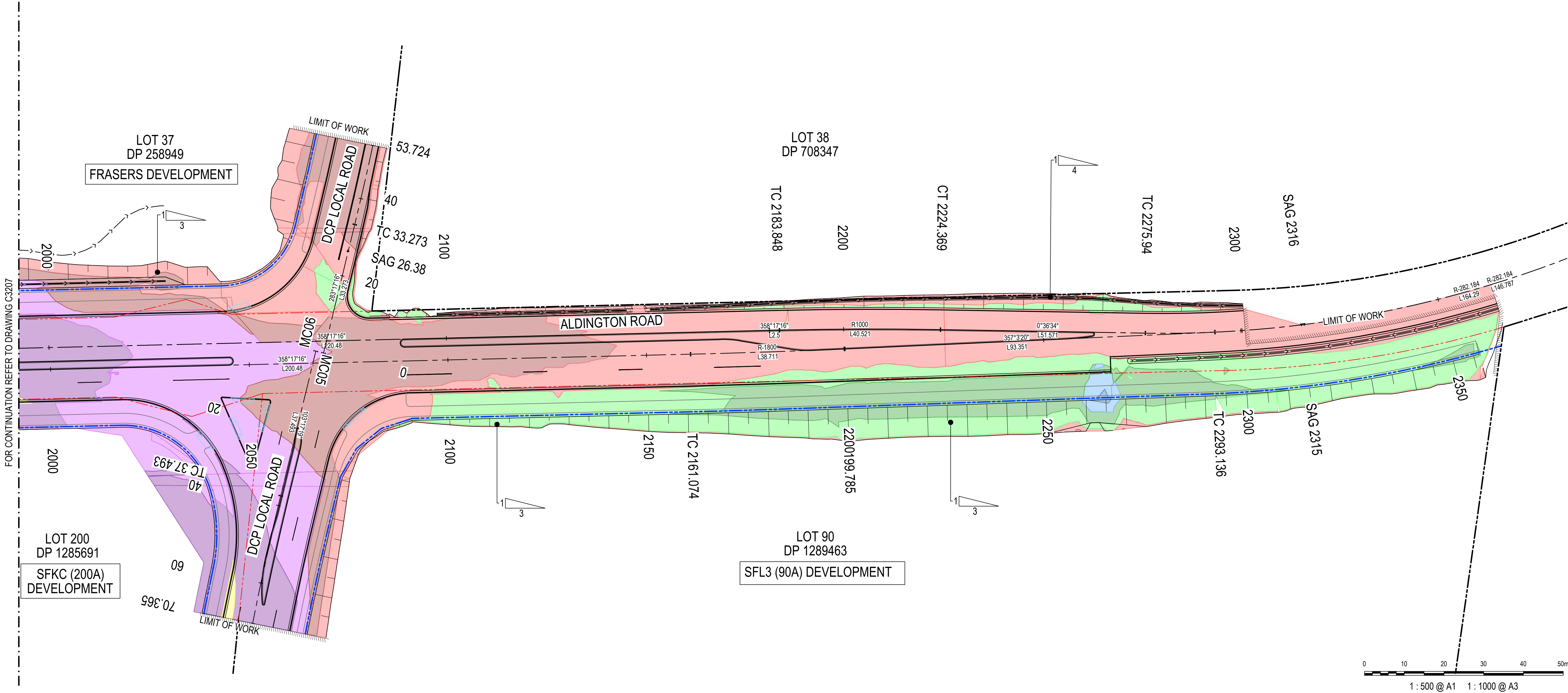
4. DEPTHS SHOWN FROM THE EXISTING SURVEYED SURFACE LEVEL TO THE BULK EARTHWORK LEVEL.

CUT/FILL DEPTH RANGE LEGEND		
Lower_value	Upper_value	Colour
-100	to -8.0	m
-8.0	to -7.0	m
-7.0	to -6.0	m
-6.0	to -5.0	m
-5.0	to -4.0	m
-4.0	to -3.0	m
-3.0	to -2.0	m
-2.0	to -1.0	m
-1.0	to 0.0	m

CUT/FILL DEPTH RANGE LEGEND		
Lower_value	Upper_value	Colour
0.0	to 1.0	m
1.0	to 2.0	m
2.0	to 3.0	m
3.0	to 4.0	m
4.0	to 5.0	m

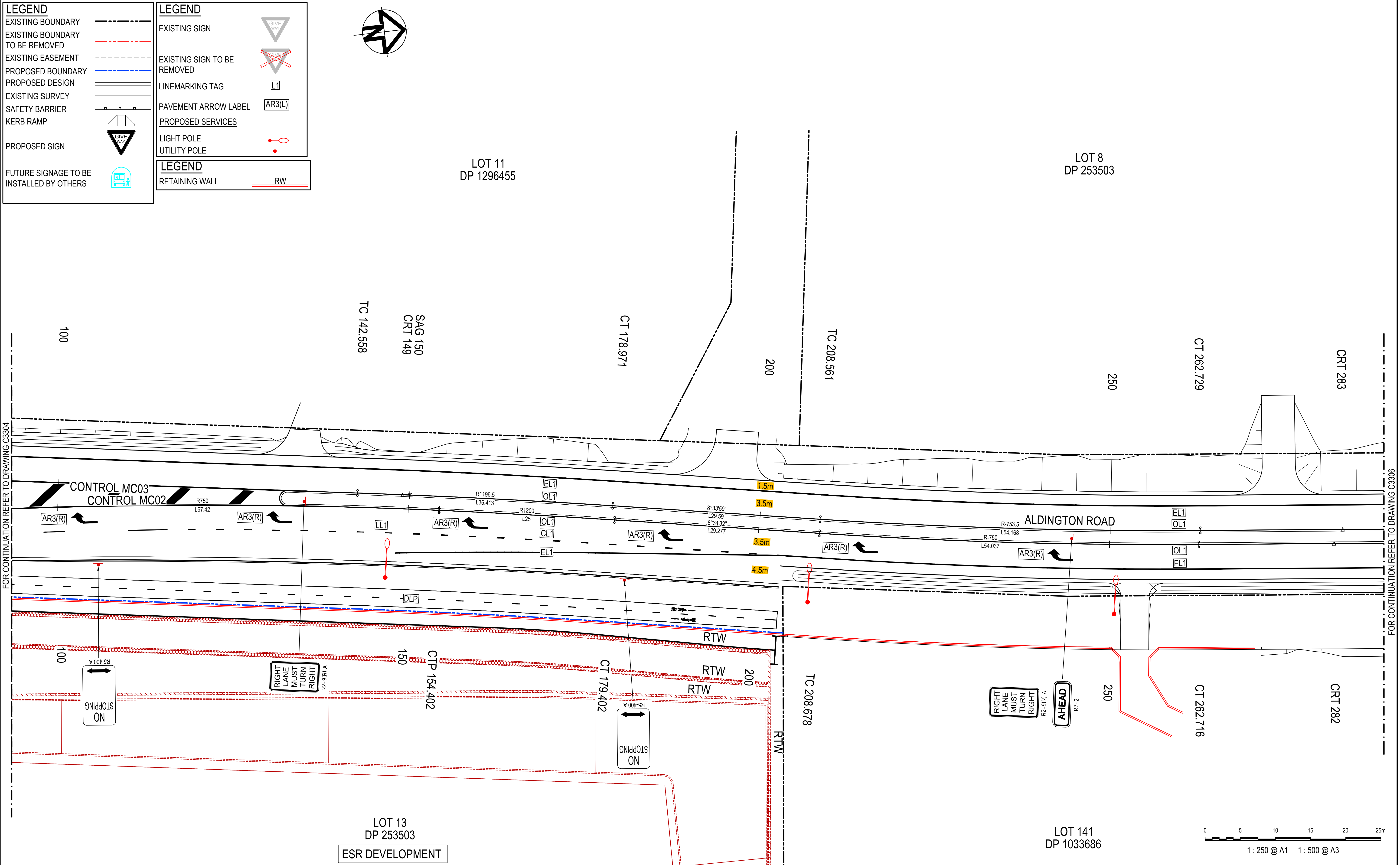
EARTHWORKS VOLUMES

A	B	C	D =A+B+C
EXISTING TOPSOIL STRIPPING VOLUME (cu.m) REFER NOTE No.1	NET CUT (cu.m)	NET FILL (cu.m)	BALANCE (cu.m)
-22,300	-141,900	45,200	-96,700

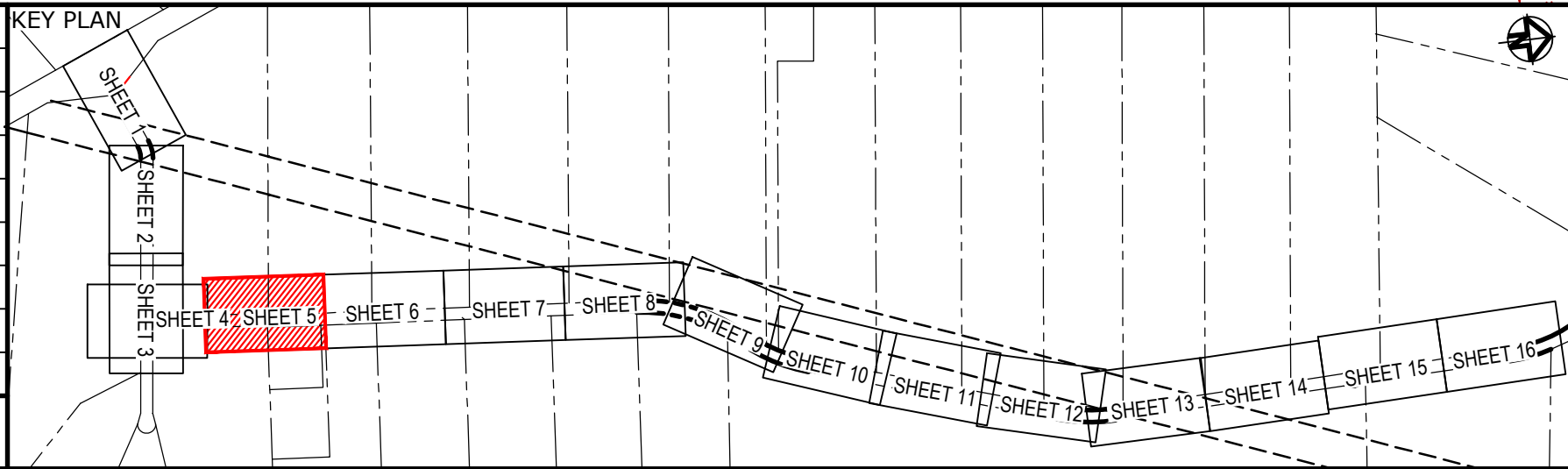


LEGEND	
EXISTING BOUNDARY	---
EXISTING BOUNDARY TO BE REMOVED	---
EXISTING EASEMENT	---
PROPOSED BOUNDARY	---
PROPOSED DESIGN	---
EXISTING SURVEY	---
SAFETY BARRIER	---
KERB RAMP	---
PROPOSED SIGN	---
FUTURE SIGNAGE TO BE INSTALLED BY OTHERS	---

LEGEND	
EXISTING SIGN	---
EXISTING SIGN TO BE REMOVED	---
LINEMARKING TAG	---
PAVEMENT ARROW LABEL	---
PROPOSED SERVICES	---
LIGHT POLE	---
UTILITY POLE	---
LEGEND	
RETAINING WALL	---



Issue	Description	Date
P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23



Client

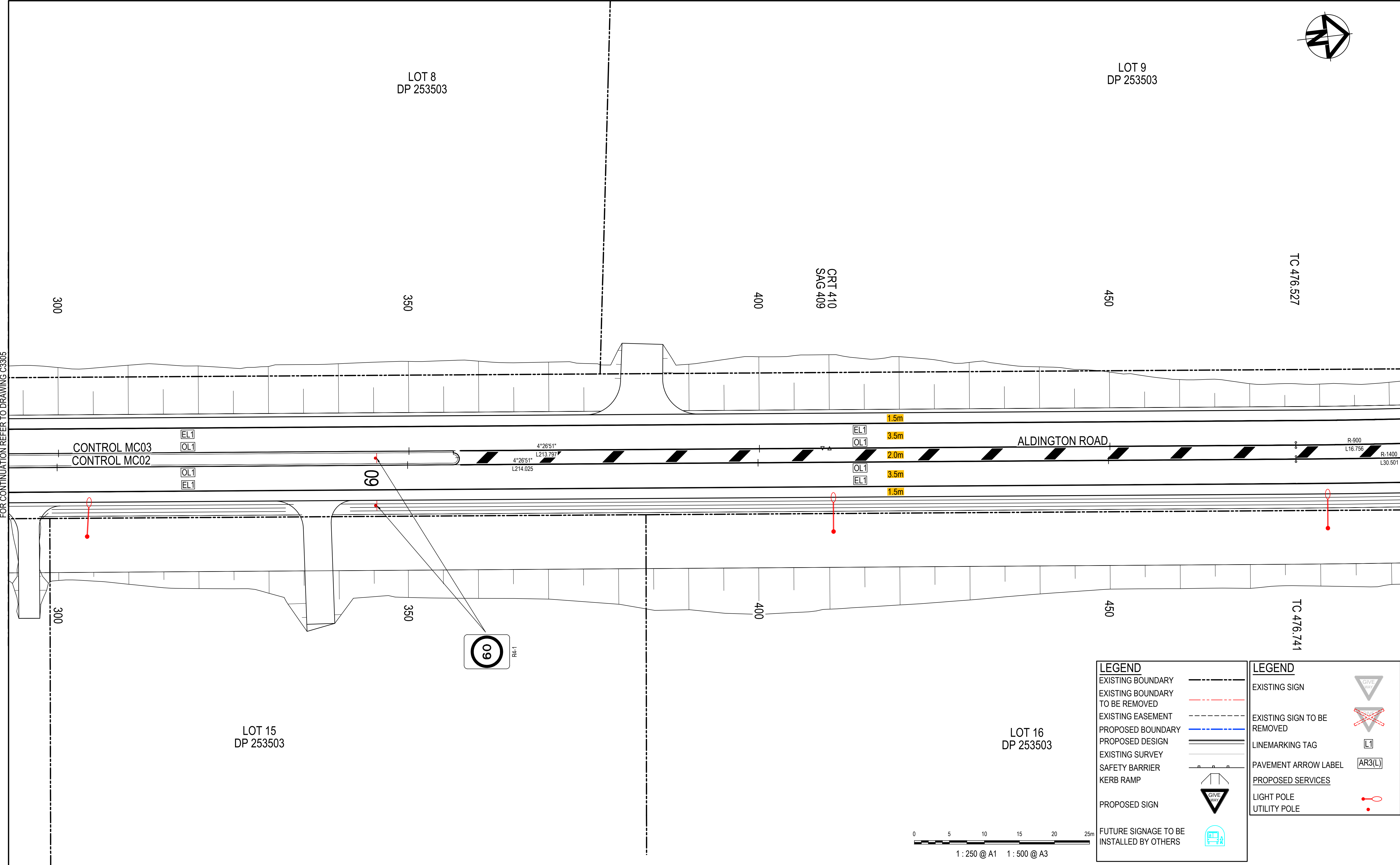
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Grid	GDA2020	Designed	EH
Height Datum	AHD	Checked	GB
		Approved	AL
GDA2020			
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Project	ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2
Title	SIGNAGE AND LINEMARKING PLAN SHEET 5

Civil Engineers and Project Managers

Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

Status	FOR INFORMATION NOT TO BE ISSUED FOR CONSTRUCTION	A1
Project - Drawing No.	21-843-C3305	Issue
		P1



FOR CONTINUATION REFER TO DRAWING C3305

FOR CONTINUATION REFER TO DRAWING C3307

LEGEND

EXISTING BOUNDARY

EXISTING BOUNDARY TO BE REMOVED

EXISTING EASEMENT

PROPOSED BOUNDARY

PROPOSED DESIGN

EXISTING SURVEY

SAFETY BARRIER

KERB RAMP

PROPOSED SIGN

FUTURE SIGNAGE TO BE INSTALLED BY OTHERS

1.5m

3.5m

2.0m

3.5m

1.5m

ALDINGTON ROAD

R-900

L16.756

R-1400

L30.501

09

09

R4-1

1 : 250 @ A1

1 : 500 @ A3

0

5

10

15

20

25m

LEGEND

EXISTING SIGN

EXISTING SIGN TO BE REMOVED

LINEMARKING TAG

PAVEMENT ARROW LABEL

PROPOSED SERVICES

LIGHT POLE

UTILITY POLE

GIVE WAY

GIVE WAY

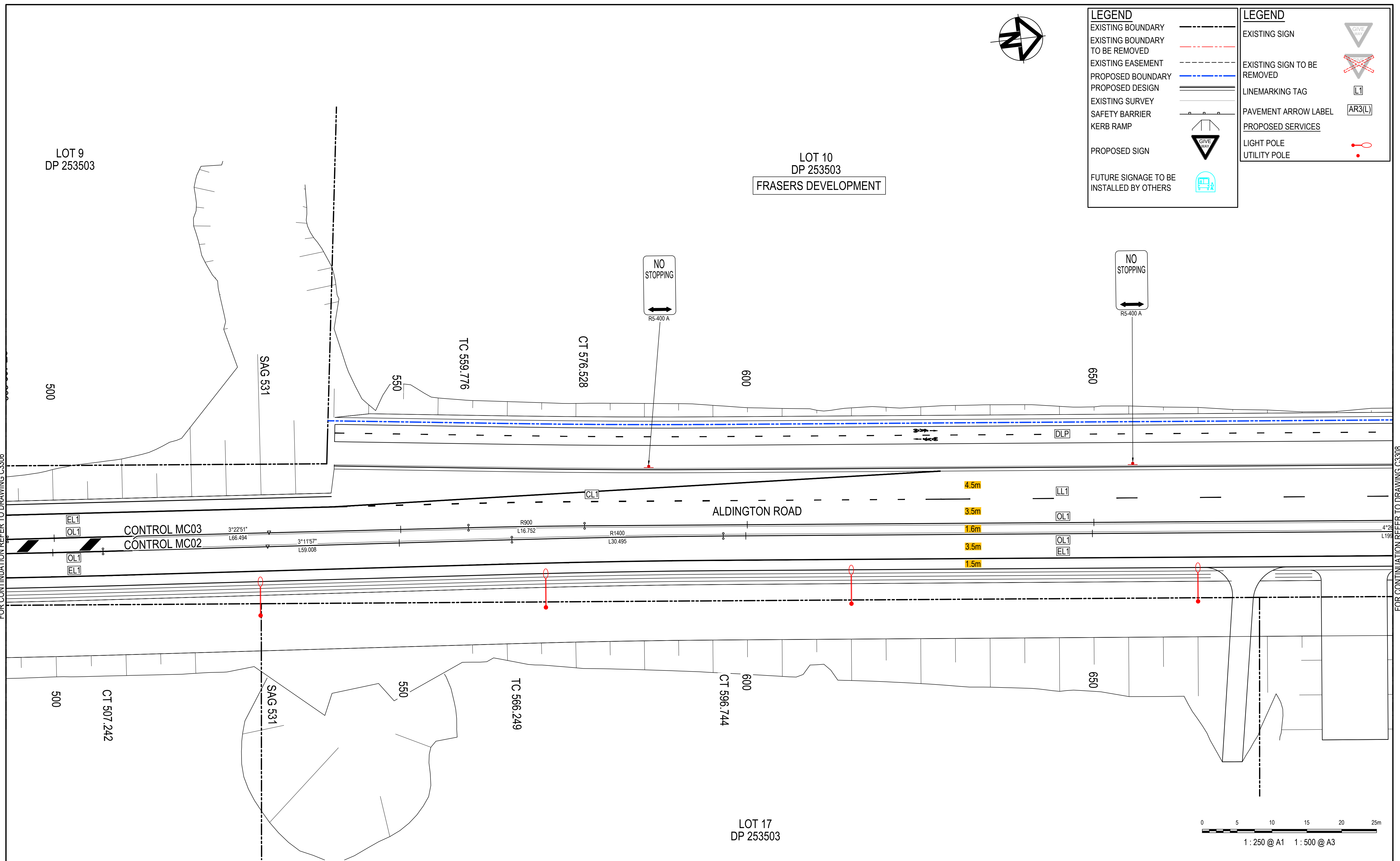
L1

AR3(L)

GIVE WAY







GIVE WAY

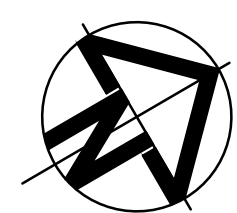
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<p>P1</p> <p>ISSUE FOR 80% DETAILED DESIGN</p> <p>19-12-23</p>								
<p>Issue</p> <p>Description</p> <p>Date</p>								



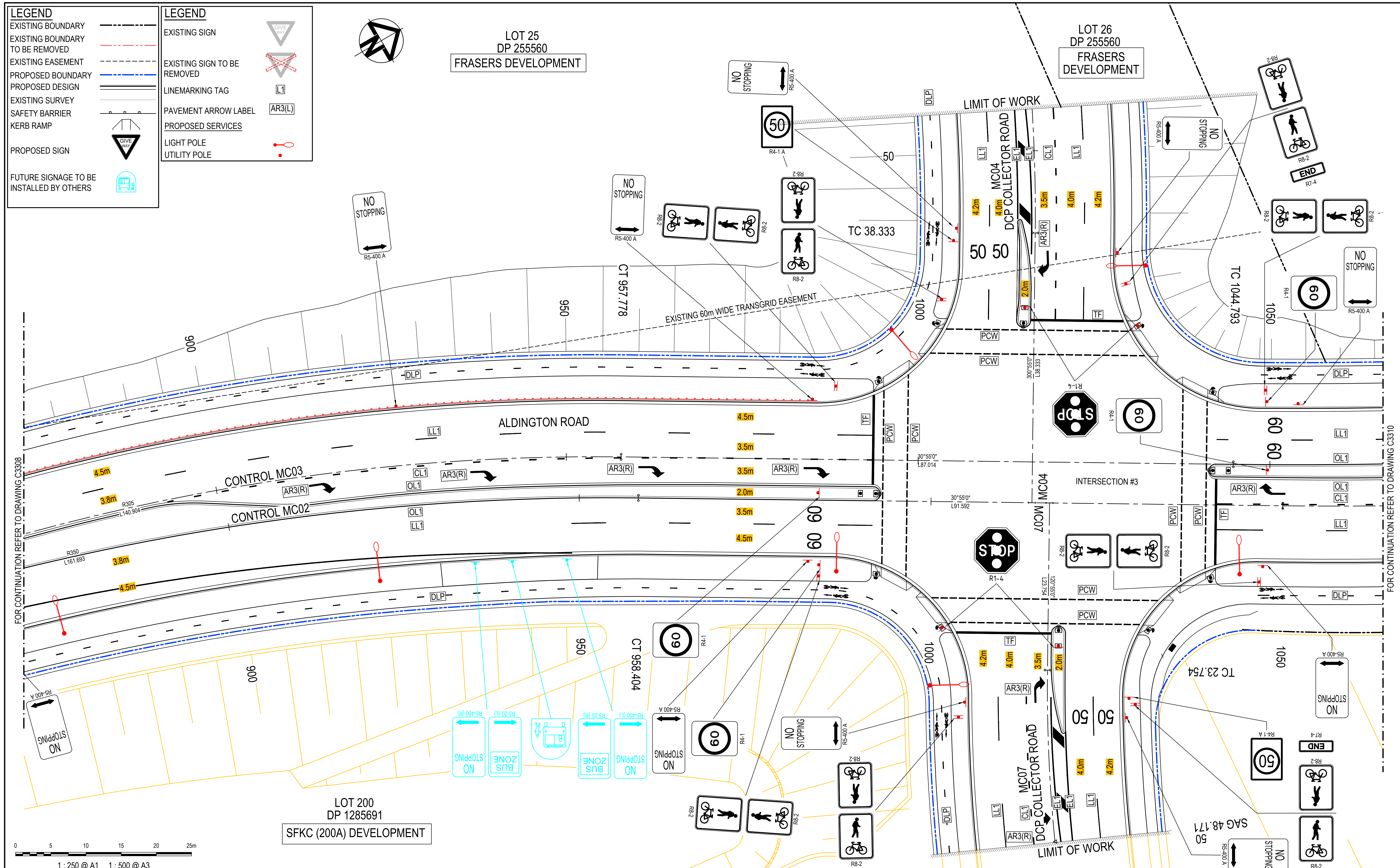
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<p>P1 ISSUE FOR 80% DETAILED DESIGN</p> <p>19-12-23</p>									<p>Status</p> <p>FOR INFORMATION</p> <p>NOT TO BE ISSUED FOR CONSTRUCTION</p>		<p>A1</p>	
<p>Issue Description Date</p>									<p>Project - Drawing No.</p> <p>21-843-C3307</p>		<p>Issue</p> <p>P1</p>	

LEGEND

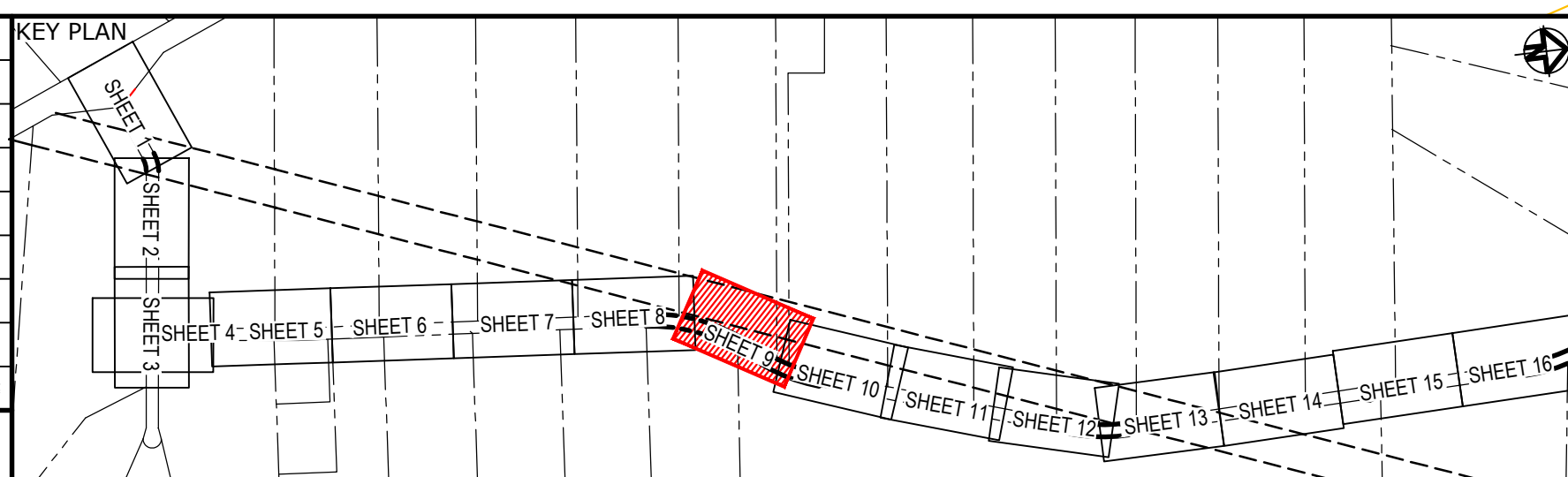
EXISTING SIGN	
EXISTING SIGN TO BE REMOVED	
LINEMARKING TAG	
PAVEMENT ARROW LABEL	
<u>PROPOSED SERVICES</u>	
LIGHT POLE	
UTILITY POLE	




LOT 25
DP 255560
FRASERS DEVELOPMENT





P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date




Client


 **FRASERS**
PROPERTY

 **ESR**

 **Stockland**

 **FIFECAPITAL**


Scales 1 : 250	Drawn	SK
	Designed	EH
Grid	GDA2020	Checked
Height Datum	AHD	Approved
		AL


GDA2020

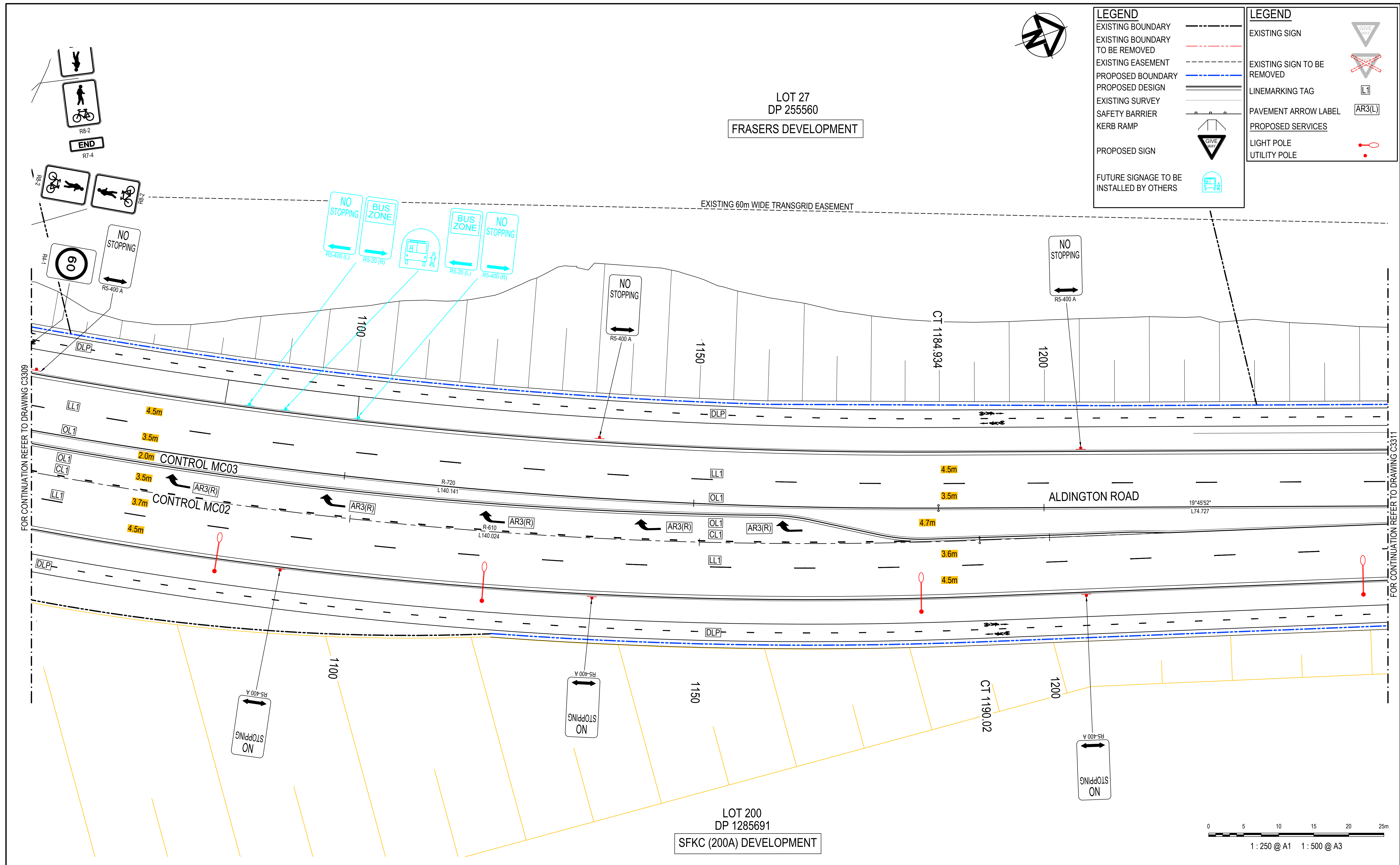
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OR USED FOR ANY OTHER PURPOSE OTHER THAN THAT ORIGINALLY
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Project	<p>ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2</p>
Title	<p>SIGNAGE AND LINEMARKING PLAN SHEET 9</p>

Civil Engineers and Project Managers






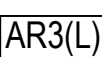


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www.atl.net.au
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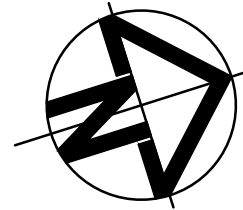


<table border="1"><thead><tr><th>Issue</th><th>Description</th><th>Date</th></tr></thead><tbody><tr><td>P1</td><td>ISSUE FOR 80% DETAILED DESIGN</td><td>19-12-23</td></tr></tbody></table>	Issue	Description	Date	P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23		<table border="1"><tr><td>Client</td><td> </td></tr><tr><td></td><td> </td></tr></table>	Client				<table border="1"><tr><td>Scales</td><td>1 : 250</td></tr><tr><td>Grid</td><td>GDA2020</td></tr><tr><td>Height Datum</td><td>AHD</td></tr></table>	Scales	1 : 250	Grid	GDA2020	Height Datum	AHD	<table border="1"><tr><td>Drawn</td><td>SK</td></tr><tr><td>Designed</td><td>EH</td></tr><tr><td>Checked</td><td>GB</td></tr><tr><td>Approved</td><td>AL</td></tr></table>	Drawn	SK	Designed	EH	Checked	GB	Approved	AL	<table border="1"><tr><td>Project</td><td colspan="2">ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2</td></tr><tr><td>Title</td><td colspan="2">SIGNAGE AND LINEMARKING PLAN SHEET 10</td></tr></table>	Project	ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2		Title	SIGNAGE AND LINEMARKING PLAN SHEET 10		<table border="1"><tr><td colspan="2">Civil Engineers and Project Managers</td></tr><tr><td colspan="2"></td></tr><tr><td colspan="2">Level 7, 153 Walker Street North Sydney NSW 2060 ABN 96 130 882 405 Tel: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au info@atl.net.au</td></tr><tr><td>Status</td><td>FOR INFORMATION NOT TO BE ISSUED FOR CONSTRUCTION</td><td>A1</td></tr><tr><td>Project - Drawing No.</td><td>21-843-C3310</td><td>Issue P1</td></tr></table>	Civil Engineers and Project Managers				Level 7, 153 Walker Street North Sydney NSW 2060 ABN 96 130 882 405 Tel: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au info@atl.net.au		Status	FOR INFORMATION NOT TO BE ISSUED FOR CONSTRUCTION	A1	Project - Drawing No.	21-843-C3310	Issue P1
	Issue	Description	Date																																													
	P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23																																													
	Client																																															
Scales	1 : 250																																															
Grid	GDA2020																																															
Height Datum	AHD																																															
Drawn	SK																																															
Designed	EH																																															
Checked	GB																																															
Approved	AL																																															
Project	ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2																																															
Title	SIGNAGE AND LINEMARKING PLAN SHEET 10																																															
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Project - Drawing No.	21-843-C3310	Issue P1																																														

100mm on Original

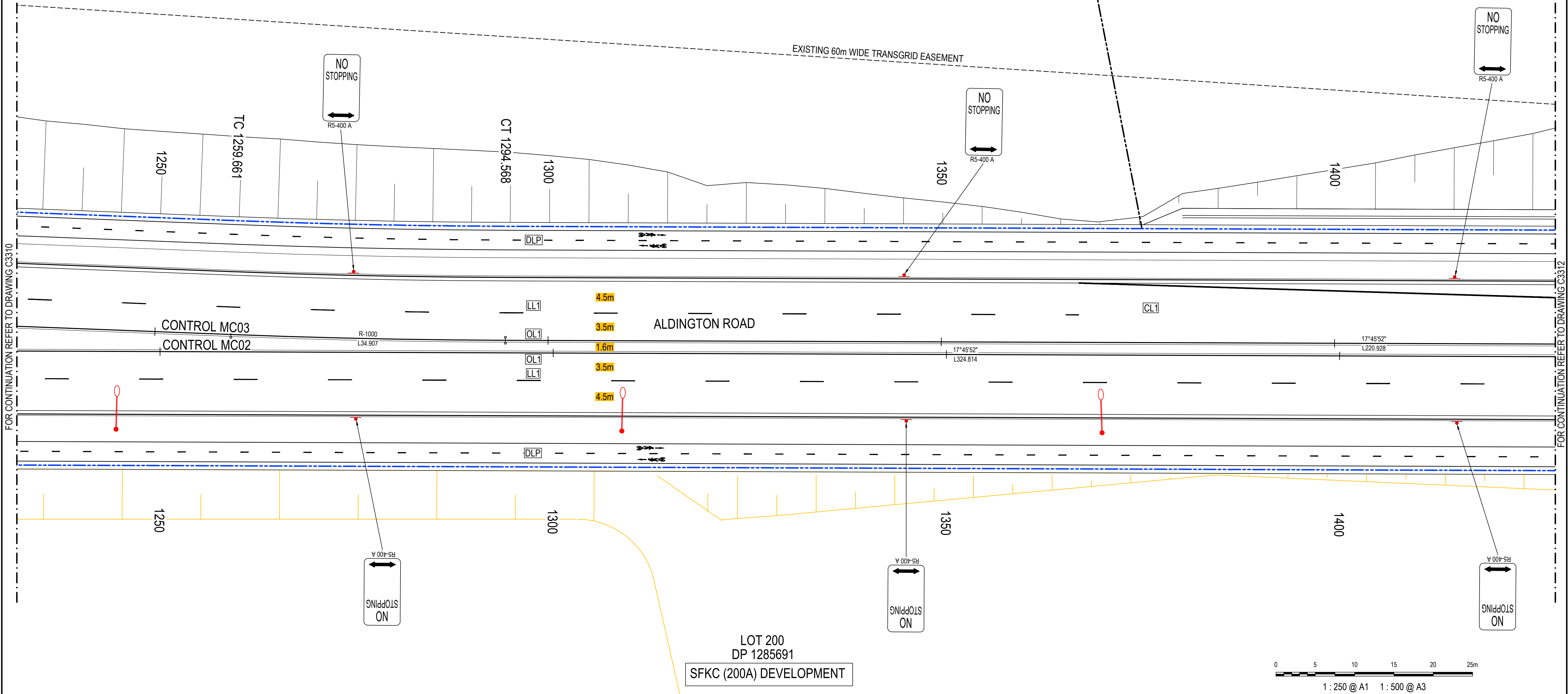
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<u>LEGEND</u>	
EXISTING SIGN	
EXISTING SIGN TO BE REMOVED	
LINEMARKING TAG	
PAVEMENT ARROW LABEL	
<u>PROPOSED SERVICES</u>	
LIGHT POLE	
UTILITY POLE	

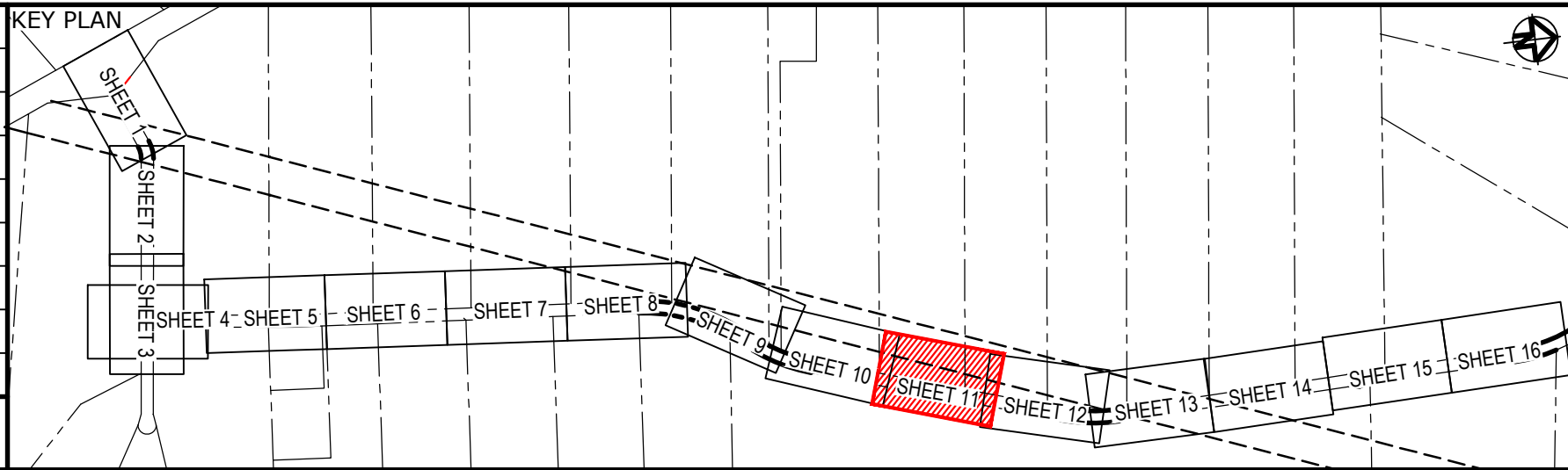


LOT 28
DP 255560

FRASERS DEVELOPMENT




P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date



Stockland




Scales 1 : 250	Drawn	SK
	Designed	EH
Grid	GDA2020	Checked GB
Height Datum	AHD	Approved AL









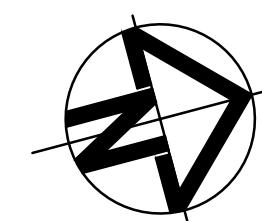
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Project	<p>ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2</p>
Title	<p>SIGNAGE AND LINEMARKING PLAN SHEET 11</p>

<p>Civil Engineers and Project Managers</p> 		<p>Level 7, 153 Walker Street North Sydney NSW 2060 ABN 96 130 882 405 Tel: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au info@atl.net.au</p>
<p>Status</p> <p>FOR INFORMATION</p> <p>NOT TO BE ISSUED FOR CONSTRUCTION</p> <p>Project - Drawing No.</p> <p>21-843-C3311</p>	<p>A1</p> <p>Issue</p> <p>P1</p>	

LEGEND

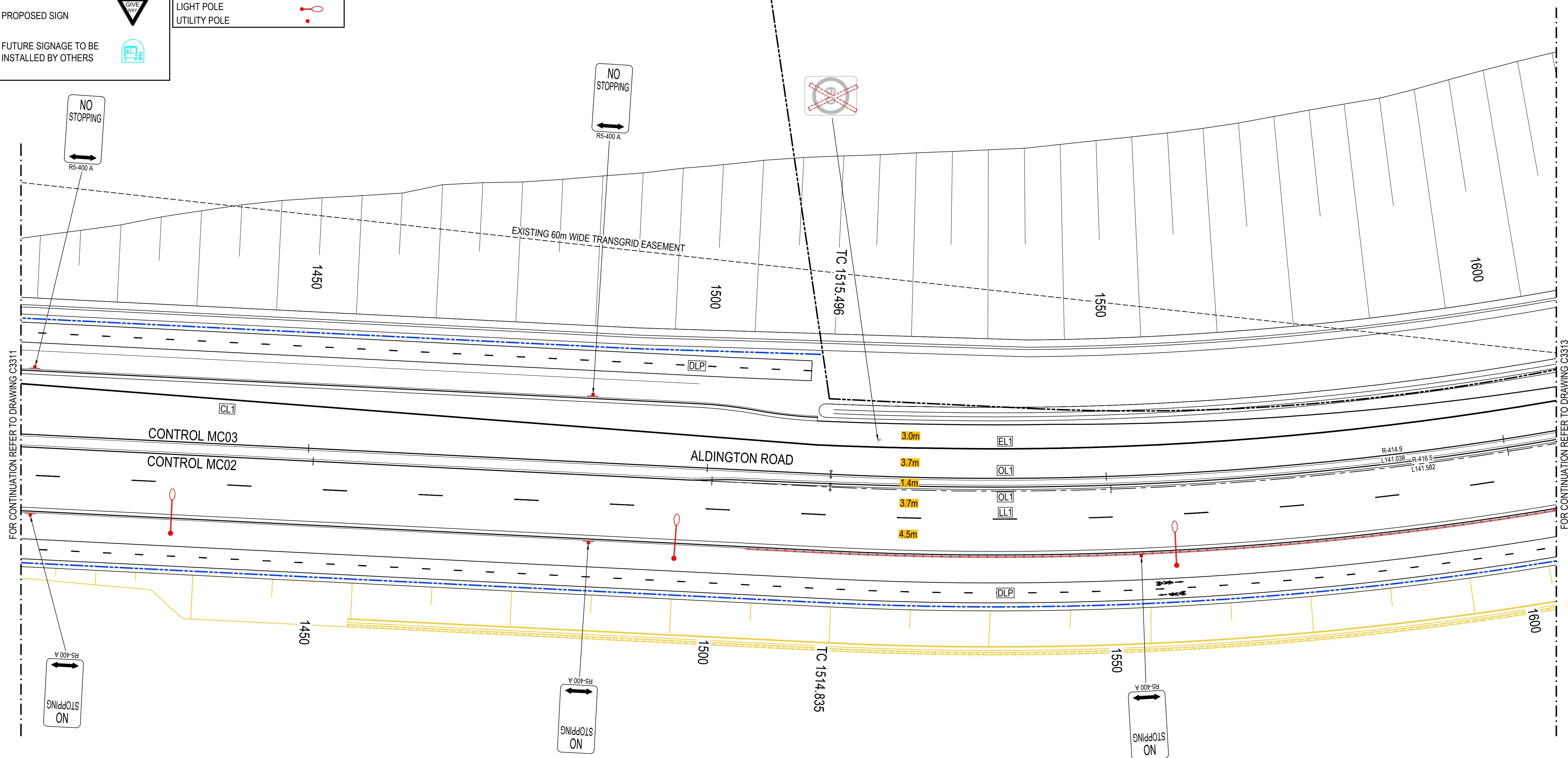
EXISTING SIGN	
EXISTING SIGN TO BE REMOVED	
LINEMARKING TAG	
PAVEMENT ARROW LABEL	
<u>PROPOSED SERVICES</u>	
LIGHT POLE	
UTILITY POLE	



LOT 33
DP 258949

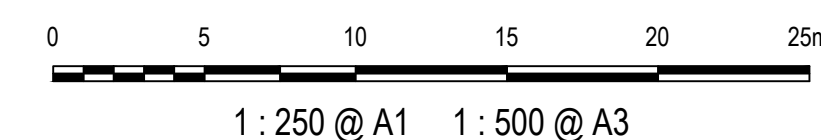
FRASERS DEVELOPMENT

LOT 34
DP 258949
DEXUS DEVELOPMENT

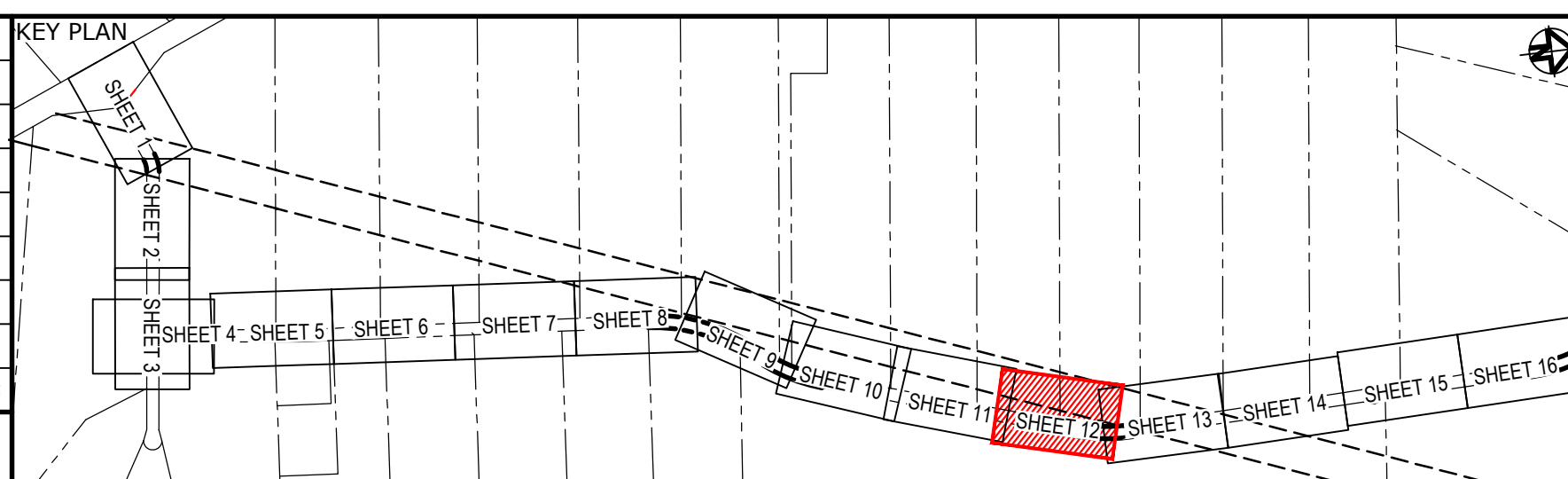


LOT 200
DP 1285691

SFKC (200A) DEVELOPMENT



P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date



Client

FRASERS
PROPERTY


ESR

Stockland

FIFECAPITAL


Henderson

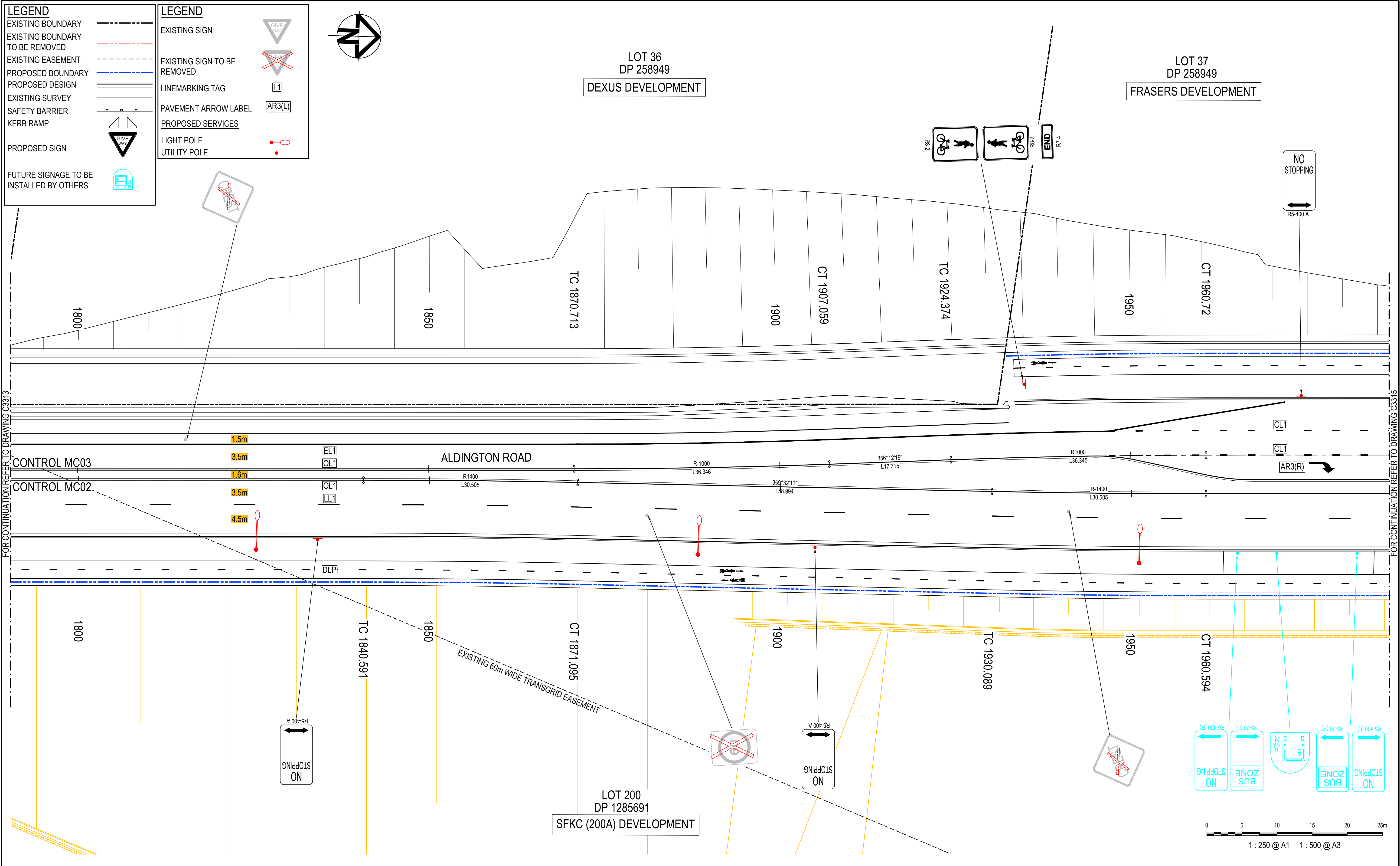
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	Designed	EH
Grid	GDA2020	Checked
		GB
Height Datum	AHD	Approved
		AL


GDA2020

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Project	ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2
Title	SIGNAGE AND LINEMARKING PLAN SHEET 12

<p>Civil Engineers and Project Managers</p>  <p>Level 7, 153 Walker Street North Sydney NSW 2060 ABN 96 130 882 405 Tel: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au info@atl.net.au</p>	
<p>Status</p> <p>FOR INFORMATION</p> <p>NOT TO BE ISSUED FOR CONSTRUCTION</p> <p>Project - Drawing No.</p> <p>21-843-C3312</p>	<p>A1</p> <p>Issue</p> <p>P1</p>



	Client		Scales		Drawn		Project		Civil Engineers and Project Managers	
			1 : 250		SK		ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2			
			Grid GDA2020		Designed EH		Title		Level 7, 153 Walker Street North Sydney NSW 2060 ABN 96 130 882 405 Tel: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au info@atl.net.au	
			Height Datum AHD		Checked GB		SIGNAGE AND LINEMARKING PLAN SHEET 14		Status FOR INFORMATION NOT TO BE ISSUED FOR CONSTRUCTION	
		Date		Approved AL		Project - Drawing No.		A1		
P1 ISSUE FOR 80% DETAILED DESIGN		19-12-23		Date Plotted: 19 Dec 2023 - 05:02PM		21-843-C3314		Issue P1		

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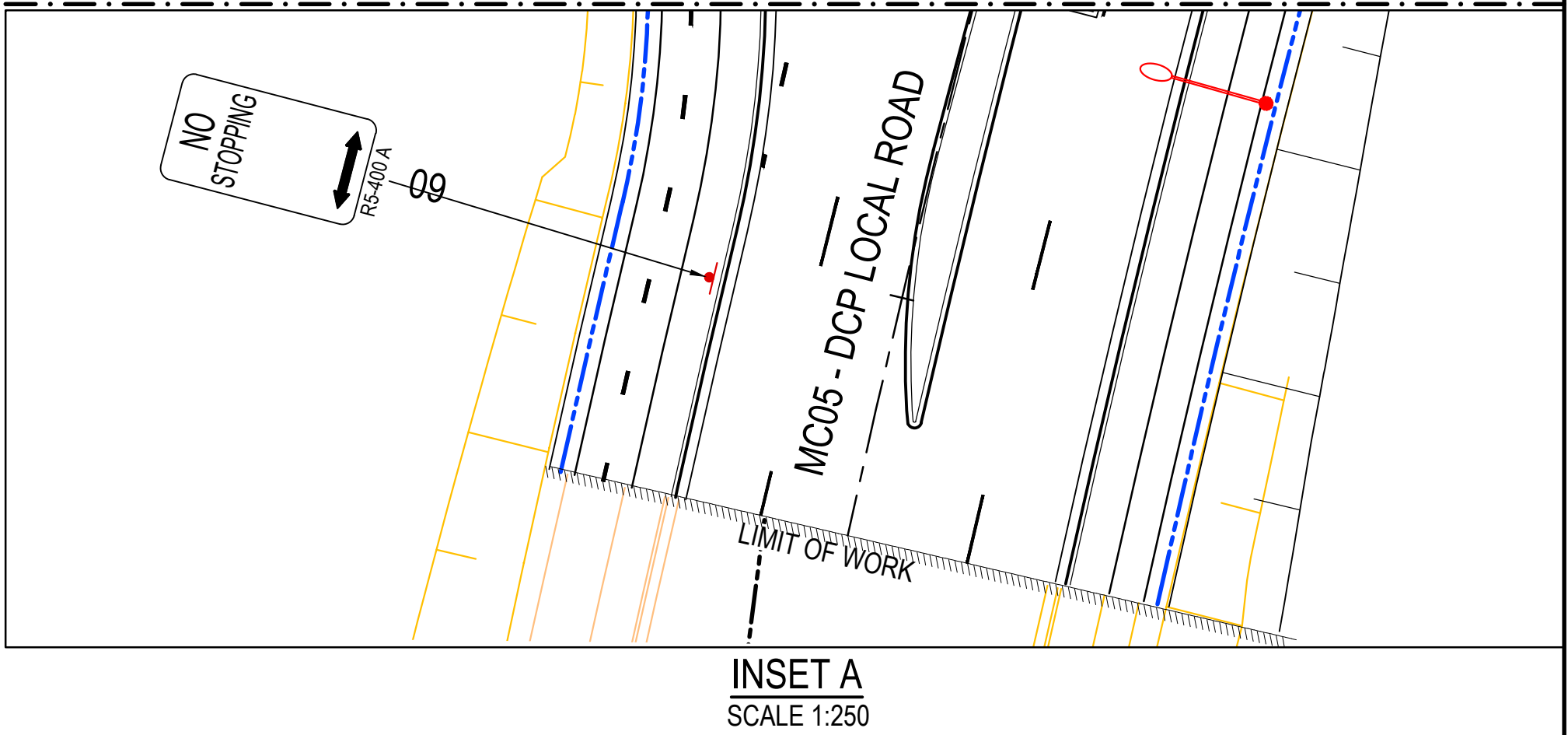
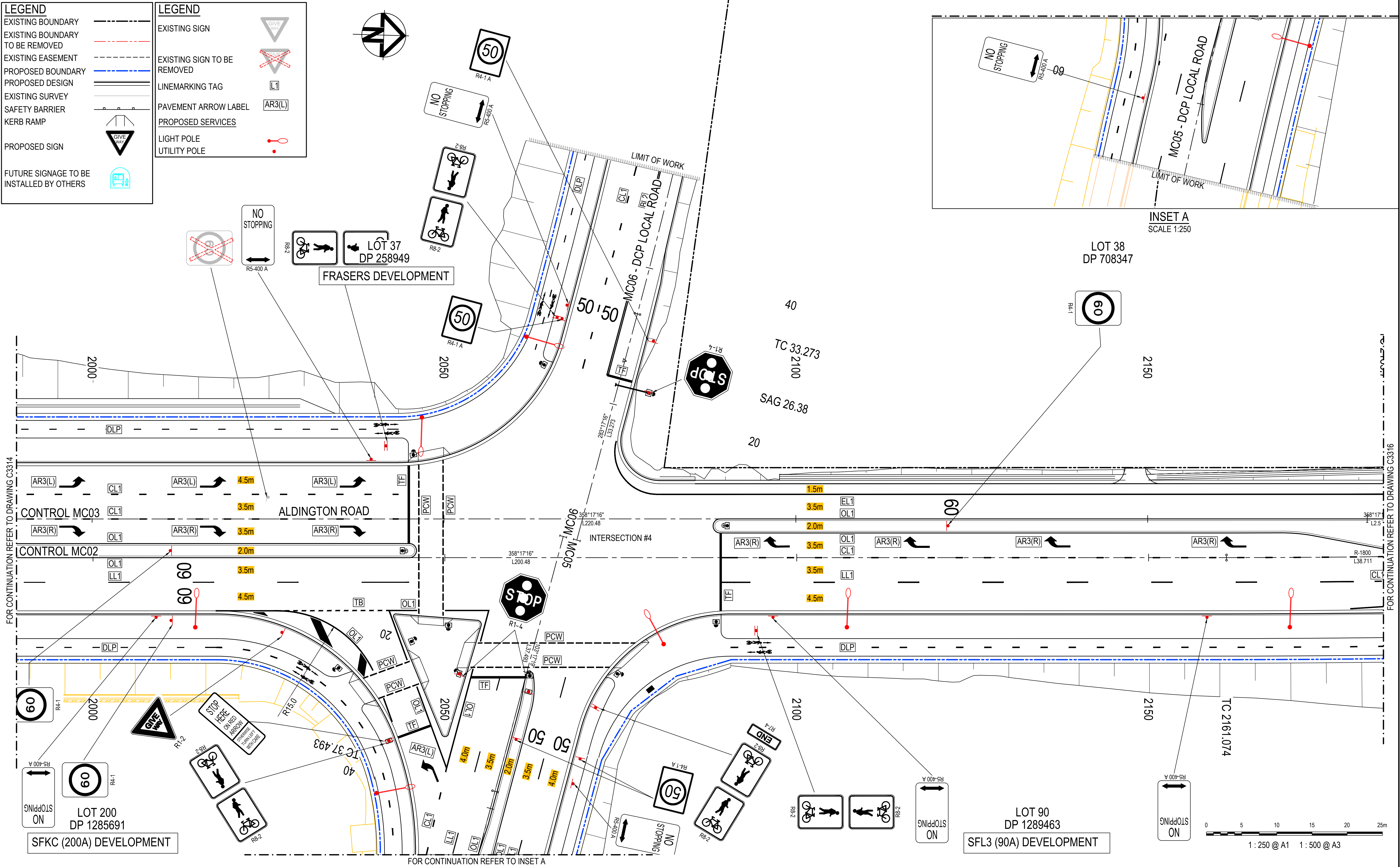
Page 88 of 131

LEGEND

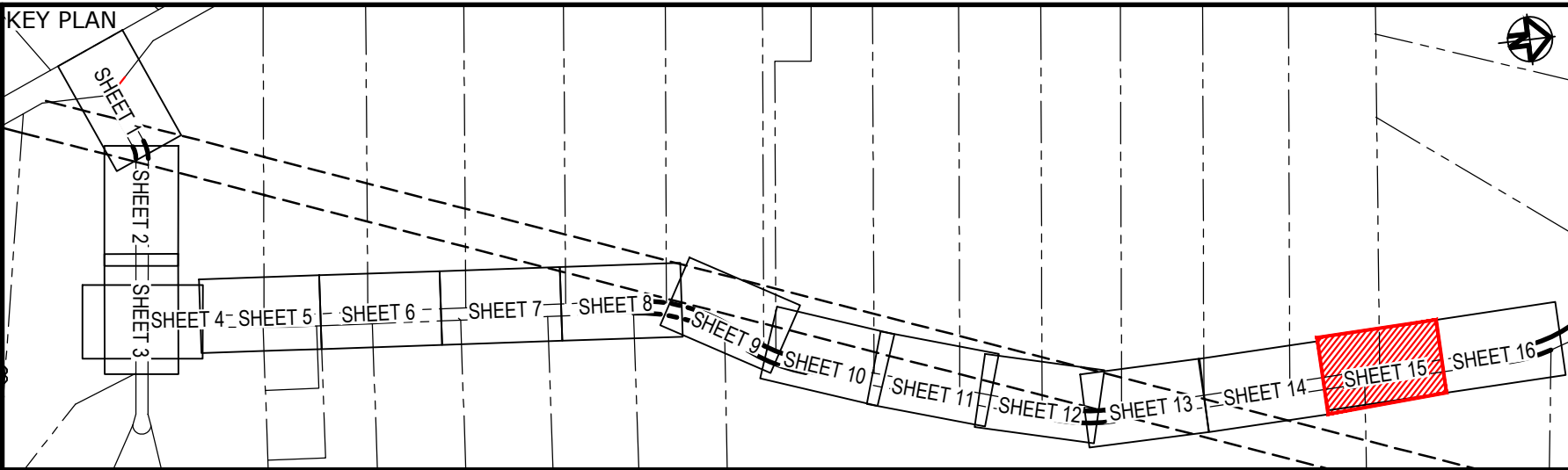
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EXISTING EASEMENT
PROPOSED BOUNDARY
PROPOSED DESIGN
EXISTING SURVEY
SAFETY BARRIER
KERB RAMP
PROPOSED SIGN
FUTURE SIGNAGE TO BE INSTALLED BY OTHERS

LEGEND

EXISTING SIGN
EXISTING SIGN TO BE REMOVED
LINEMARKING TAG
PAVEMENT ARROW LABEL
PROPOSED SERVICES
LIGHT POLE
UTILITY POLE



Issue	Description	Date
P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23



Client

FRASERS PROPERTY **ESR**

Stockland **FIFECAPITAL**

Scales	1 : 250	Drawn	SK
Grid	GDA2020	Designed	EH
Height Datum	AHD	Checked	GB
		Approved	AL

GDA2020

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Project

ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2

Title

SIGNAGE AND LINEMARKING PLAN SHEET 15

Civil Engineers and Project Managers

at&l

Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

Status




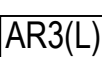


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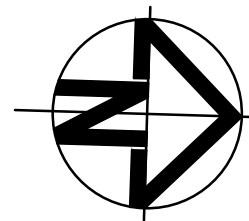
Project - Drawing No.

21-843-C3315

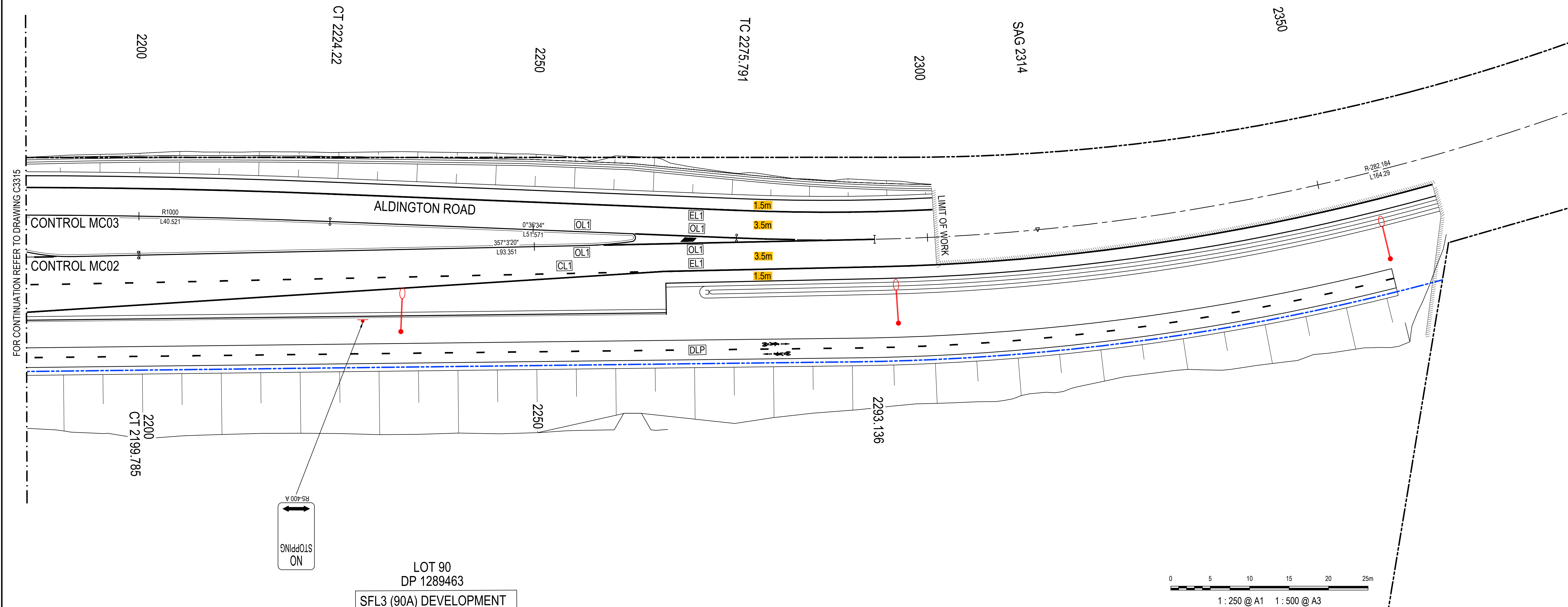
Issue

P1

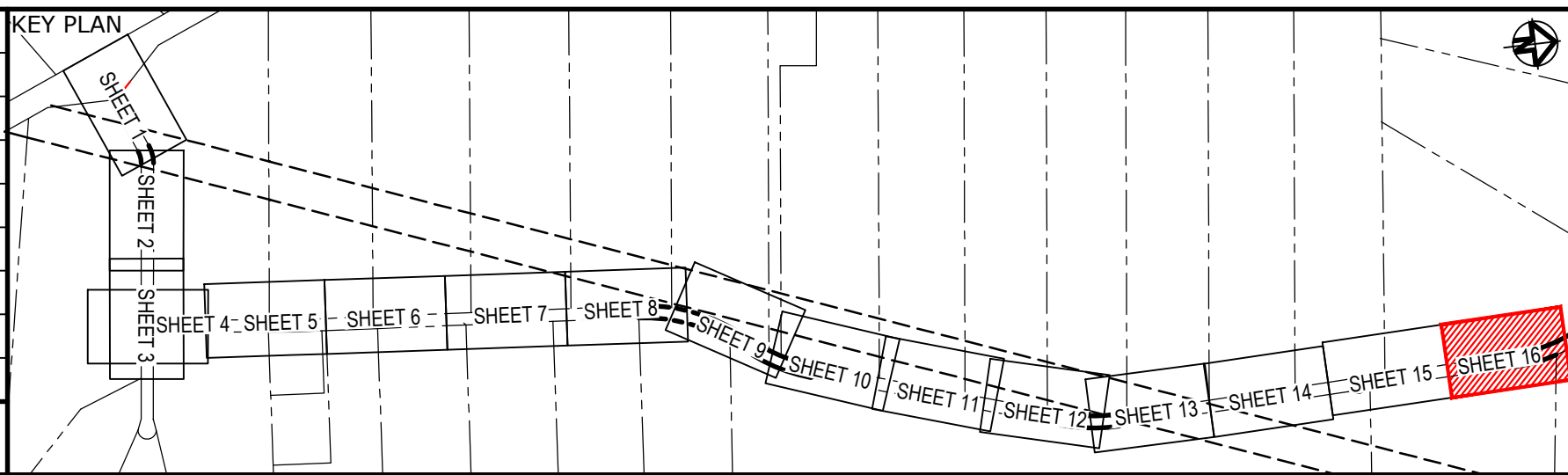
<u>LEGEND</u>	
EXISTING SIGN	
EXISTING SIGN TO BE REMOVED	
LINEMARKING TAG	
PAVEMENT ARROW LABEL	
<u>PROPOSED SERVICES</u>	
LIGHT POLE	
UTILITY POLE	



LOT 38
DP 708347




P1	ISSUE FOR 80% DETAILED DESIGN	19-12-23
Issue	Description	Date



Client



Scales 1 : 250	Drawn	SK	
	Designed	EH	
Grid	GDA2020	Checked	GB
Height Datum	AHD	Approved	AL

 **GDA2020**

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Project	ALDINGTON AND ABBOTTS ROAD UPGRADE (AARU) PHASE 1 & 2
Title	SIGNAGE AND LINEMARKING PLAN SHEET 16

Civil Engineers and Project Managers



Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

Status FOR INFORMATION NOT TO BE ISSUED FOR CONSTRUCTION		A1
Project - Drawing No. 21-843-C3316		Issue P1

Schedule 2 Construction terms

1 Interpretation

For the purposes of this Schedule 2, the defined terms in clause 1 of this agreement and the Interpretation principles in clause 2 of this agreement will apply and, unless context indicates a contrary intention:

Construction Contract means the contract to be entered into between the Road Contractor and the Road Developer, under which the Road Contractor will be engaged by the Road Developer to carry out the Works.

Contamination means the presence of a substance at a concentration higher than is normally found on land in the same area, where that substance presents a risk of harm to human health or the environment.

Defects Liability and Maintenance Period means in respect of the Phase 2 Stage 1 and Phase 2 Stage 2 Works, which together comprise the Works, the period of 12 months from the date on which Handover of the Phase 2 Stage 1 and Phase 2 Stage 2 Works (as applicable) occurs.

Detailed Design means the final as for construction specifications and finishes for the Works prepared in accordance with clause 5.2 of this Schedule 2 and will include the design of the Works, the location for the Works, installation specifications and estimated costs of construction and/or installation.

Maintenance Schedule has the meaning in clause 9.1(a) of this Schedule 2.

Road Contractor means the single contractor that will be engaged by the Road Developer under the Construction Contract to carry out the Works, who must be:

- (a) one of the contractors on the list of tenderers that was prepared by the Road Developer and approved by Council by email dated 4 March 2025; and
- (b) a Transport for NSW prequalified civil contractor for road construction.

Services means all water, gas, electricity, television, drainage, sewerage, cable TV, data communications, telecommunications and other services which are required under a Development Consent or an Approval and which are necessary or desirable for the construction or operation of the Development.

Superintendent means the Superintendent appointed under any Construction Contract.

2 Requirements of Authorities and Approvals

2.1 These Construction Terms must be read and construed subject to:

- (a) any requirements or conditions of any Development Consent; and
- (b) the requirements of and conditions imposed by all relevant Authorities and all Laws relating to the Development and the construction of the Development.

2.2 If the Road Developer requires any Approvals in order to carry out the obligations under this agreement, then the Road Developer will acquire all Approvals necessary to carry out the Works at its own cost.

2.3 The Road Developer must ensure that the Works carried out under this agreement are carried out:

- (a) in accordance with the relevant Development Consent for the Works and all Approvals and the requirements of all Laws, including without limitation, work health and safety legislation; and
- (b) in a good and workmanlike manner and so that they are diligently progressed until completion;

AND it is acknowledged that to the extent that there is any inconsistency between this agreement and any Approval the terms of the Approval shall take precedence.

3 Costs of Works

All costs of the Works must be borne by the Road Developer.

4 Project Management and Contractor Engagement

4.1 The Road Developer will be responsible for managing the Works and will engage a single Road Contractor who will be responsible to carry out the Works on behalf of the Road Developer.

4.2 The Road Developer will ensure that the Road Contractor it engages to carry out the Works agrees to:

- (a) carry out the Road Developer's obligations in these Construction Terms as part of any Construction Contract;
- (a1) ensure that any subcontractors the Road Contractor engages will carry out the Road Developer's obligations in these Construction Terms; and
- (b) request a Council representative to be present at on-site meetings attended by the Superintendent and to ensure the Council representative is present at meetings at least monthly, unless otherwise agreed by the Superintendent and Council Representative.

5 Design Development

5.1 Concept Design

- (a) The parties acknowledge that, as at the date of this agreement, Modification Application SFKC MOD 3 to the SFKC Consent has been approved for the Works.
- (b) The parties agree that any subsequent Development Application seeking a further Development Consent for the Works must not be inconsistent with Modification Application MOD 3 to the SFKC Consent.
- (c) The Road Developer must develop the Detailed Design for the Works in accordance with clause 5.2 of this Schedule 2.

5.2 Detailed Design

- (a) Prior to Works commencing, the Road Developer must provide a copy of the draft Detailed Design to the Council for approval.
- (b) Within 15 Business Days of receiving the Detailed Design, Council will respond to the Road Developer with any suggested amendments to the Detailed Design.

- (c) Council and the Road Developer must work in consultation with each other to prepare and agree the Detailed Design and must both act reasonably and with due expedition in their consultations with each other.
- (d) If the Detailed Design is not completed and agreed within 15 Business Days of Council providing its suggested amendments in accordance with clause 5.2 of this Schedule, to avoid possible delays to the issue of a Certificate of Practical Completion, the Council will, in its sole discretion, be entitled to decide on any outstanding or undecided matter or item relating to areas that are to be accessible to the public, provided that any decision made by Council under this clause:
 - (i) is consistent with the obligation to carry out the Works and dedicate or transfer the Dedication Land under this agreement; and
 - (ii) is consistent with the Development Consent and any other Approvals for the Works; and
 - (iii) does not materially and adversely affect the Development; and
 - (iv) is not unreasonable.

5.3 Any acceptance by the Council of the Detailed Design under this clause 5 is not to be taken as approval of or to any Construction Certificate for the Works.

5.4 Good faith

The parties must act promptly and in good faith to consult in relation to the Detailed Design.

6 Carrying out of Works

6.1 Communication

The Road Developer must notify Council on the commencement of the Works and keep Council reasonably informed of progress of the Works and provide to Council such information about the Works as Council reasonably requests.

6.2 Standard of Works

- (a) Unless otherwise provided, the Road Developer shall, and must cause the Road Contractor to, use suitable new materials and proper and tradesmanlike workmanship when carrying out the Works.
- (b) The qualitative standard of the design and finishes for the Works must be no less than those described in the following documents:
 - (i) Any relevant Australian Standard; or
 - (ii) Any relevant design standards or guidelines and any other requirements or policies applied by the Council from time to time in assessing the adequacy of any works or improvements proposed for the public domain or to be accessible to the public in accordance with this agreement.
- (c) The Road Developer will obtain any relevant standards (including design standards), specifications, or guidelines and any other requirements or policies referred to in clause 6.2(b)(ii) of this Schedule from Council if the Council fails to deliver them to the Road Developer.

- (d) The Road Developer may but is not obliged to reinstate any Works where damage or destruction is as a result of:
 - (i) Any act or omission of the Council or its employees, consultants or agents relating to any part of the Works under this agreement; or
 - (ii) The use or occupation by the Council or its employees, consultants or agents, Council's representatives or other contractor of the Council of any part of the Works.

6.3 **Damage to people, property & utilities**

- (a) The Road Developer is to ensure to the fullest extent reasonably practicable that, in performing its obligations under this agreement:
 - (i) all necessary measures are taken to protect people and property;
 - (ii) unnecessary interference with the passage of people and vehicles is avoided; and
 - (iii) nuisances and unreasonable noise and disturbances are prevented.
- (b) Without limiting clause 6.3(a) of this Schedule, the Road Developer is not to obstruct, interfere with, impair or damage any Public Road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except to the extent required by the Works or as otherwise authorised in writing by the Council or any relevant Authority or Approval.

7 **Inspection**

- (a) On completion of the Detailed Design, the Council will provide a schedule of inspections to be undertaken by Council (**Inspection Schedule**) to occur at specified stages of the construction of the Works (**Inspection Stage**). If the Council does not provide the Inspection Schedule, the Road Developer must request the Inspection Schedule from the Council prior to the Works commencing.
- (b) Five Business Days prior to reaching an Inspection Stage as set out in the Inspection Schedule, the Road Developer must notify the Council of the proposed inspection date (**Inspection Date**).
- (c) On the Inspection Date, or other agreed date, the Road Developer must ensure that any employees, contractors, agents or representatives of Council have access to and may enter any part of the Land on which the Works are located to inspect the Works.
- (d) In addition to carrying out inspections in accordance with the Inspection Schedule, the Council and its employees, contractors, agents or representatives may enter the Land or any part of the Land on which the Works are located to inspect the progress of the Works, subject to:
 - (i) the terms of the Construction Contract (save for any clause of the Construction Contract which prevents the Council from accessing the Land);
 - (ii) giving reasonable notice to the Road Developer;

- (iii) complying with all reasonable directions of the Road Developer and its Road Contractor; and
 - (iv) being accompanied by the Road Developer or a nominee, or as otherwise agreed.
- (e) The Council may, acting reasonably, within 5 Business Days of carrying out an inspection (either under clause 7(c) or 7(d) of this Schedule), notify the Road Developer of any defect or non-compliance in the Works and direct the Road Developer to carry out work to rectify that defect or non-compliance within a reasonable period of time. Such work may include, but is not limited to:
 - (i) removal of defective or non-complying material;
 - (ii) demolishing defective or non-complying work;
 - (iii) reconstructing, replacing or correcting any defective or non-complying work; and
 - (iv) not delivering any defective or non-complying material to the site of the Works.
- (f) If the Road Developer is issued a direction to carry out further work under clause 7(e) of this Schedule, the Road Developer must, at its cost, rectify the defect or non-compliance specified in the Notice within the time period specified in the Notice, provided that it is reasonable having regard to the nature of the works.
- (g) If the Road Developer fails to comply with a direction to carry out work given under clause 7(e) of this Schedule, the Council will be entitled to refuse to accept that the Works (or the relevant part of the Works) meet the Council's standards and specifications and may refuse to issue a Certificate of Practical Completion, until the required Works have been completed to the Council's satisfaction, acting reasonably.
- (h) For the avoidance of doubt, any acceptance by the Council that the Road Developer has rectified a defect or non-compliance identified in a notice issued under clause 7(e) of this Schedule does not constitute:
 - (i) acceptance by the Council that the Works comply with all Approvals and Laws; or
 - (ii) an Approval by the Council in respect of the Works; or
 - (iii) an agreement or acknowledgment by the Council that the Works or the relevant part of the Works are complete and may be delivered to the Council in accordance with this agreement.

8 Completion

8.1 Practical Completion

- (a) When the Road Developer considers that the Works, or any part of the Works, are complete, the Road Developer must send a notice (**Notice of Practical Completion**) to the Council accompanied by complete works as executed plans, any relevant certificates or consents of any public utility authority, a copy of the Maintenance Schedule required under clause 9.1(a) and a request for written certification from the Council that the Works are complete.

- (b) Within 10 Business Days of receipt of the Notice of Practical Completion, the Council will carry out an inspection of the Works and will, acting reasonably, either:
 - (i) provide written certification to the Road Developer that the Works have been completed (**Certificate of Practical Completion**); or
 - (ii) notify the Road Developer of any additional information required or matters which must be addressed by the Road Developer prior to the certification being issued.
- (c) If the Road Developer is required to provide additional information or address any matters under clause 8.1(b)(ii) of this Schedule, the Road Developer will provide that information to Council or address those matters within 10 Business Days of receiving the notice or within a reasonable period of time and make a further request under clause 8.1(a) of this Schedule 2 for written certification that the Works have been completed.
- (d) Practical completion will be achieved in relation to the Works or any part of the Works when a Certificate of Practical Completion has been issued for those Works.

8.2 Handover

- (a) The Road Developer is responsible for the delivery and care of the Works at all times prior to Handover of the Works.
- (b) Handover will occur and Council will assume responsibility for the Works on the later of:
 - (i) on the issue of a Certificate of Practical Completion for those Works; and
 - (ii) dedication or transfer of the Dedication Land in accordance with this agreement.
- (c) For the avoidance of doubt, the parties agree that Handover can occur in the Stages.

8.3 Delivery of documents

- (a) If it has not already done so, the Road Developer must as soon as practicable, and no later than 20 Business Days after the date on which the Certificate of Practical Completion is issued in respect of the Works or any part of the Works deliver to the Council, complete and legible copies of:
 - (i) all "as built" full-sized drawings and specifications;
 - (ii) all necessary certificates including the certificates of any consultants of the Road Developer that the Council may reasonably require, and Approvals of any public utility authority (where relevant); and
 - (iii) copies of all Approvals required for use of the land subject to the Works (where not already held by Council).
- (b) The Road Developer must as soon as practicable, and no later than 20 Business Days after the date on which a Certificate of Practical Completion is issued in respect of the Works or any part of the Works, provide the Council with a tour of the land subject to the Works and provide reasonable instructions on the operation and use of the Services on that land.

8.4 **Assignment of Warranties and Causes of Action**

- (a) The Road Developer must assign (as beneficial owner) or cause to be assigned to Council the benefit of any warranties and guarantees obtained by the Road Developer and the Road Contractor (and capable of assignment) with respect to any material or goods incorporated in or forming part of the Works.
- (b) To the extent that any such warranties or guarantees cannot be assigned, the Road Developer must at the request of Council do anything reasonably required by Council to enforce such warranties or guarantees for the benefit of Council.

9 **Defects Liability and Maintenance**

9.1 **Maintenance**

- (a) Prior to the issue of a Certificate of Practical Completion for any part of the Works, the Road Developer must provide to the Council a maintenance schedule setting out the proposed maintenance works and estimated costs for the relevant part of the Works over the Defects Liability and Maintenance Period (**Maintenance Schedule**).
- (b) Within 5 Business Days of receiving the Maintenance Schedule, Council must issue a written notice to the Road Developer advising of any changes it requires to the Maintenance Schedule, which changes must be reasonable and in accordance with Council's usual practice for maintaining works of the same type.
- (c) Within 5 Business Days of receiving the Council's notice under clause 9.1(b) of this Schedule, the Road Developer must provide to Council a final Maintenance Schedule incorporating the Council's changes.
- (d) The Works or any part of those works, must be Maintained by the Road Developer in accordance with the Maintenance Schedule for the Defects Liability and Maintenance Period.
- (e) The Road Developer must follow relevant Council policies and obtain all Approvals necessary to carry out the Maintenance required under this clause.
- (f) The Council must give the Road Developer and its contractors any access required to carry out Maintenance in accordance with the Maintenance Schedule.

9.2 **Defects Liability and Maintenance Period**

- (a) During the Defects Liability and Maintenance Period, the Council (acting reasonably) may give to the Road Developer a notice (**Rectification Notice**) in writing that identifies a defect in the Works or any Maintenance requirement that has not been complied with.
- (b) The Rectification Notice must specify:
 - (i) action required to be undertaken by the Road Developer to rectify the defect or Maintain the Works (**Rectification Works**); and
 - (ii) the date on which the defect must be rectified, or the Maintenance work completed (**Rectification Date**).
- (c) The Road Developer must comply with the Rectification Notice by:
 - (i) procuring the performance of the Rectification Works by the Rectification Date, or such other date as agreed between the parties;

- (ii) keeping the Council reasonably informed of the action to be taken to rectify the defect or Maintain the Works; and
 - (iii) carrying out the Rectification Works.
- (d) The Council must give the Road Developer and its contractors any access required to carry out the Rectification Works.
- (e) When the Road Developer considers that the Rectification Works are complete, the Road Developer must notify the Council and provide documentation, plans or invoices which establish that the Rectification Works were carried out.
- (f) The Council may inspect the Rectification Works within 15 Business Days of receiving a Notice from the Road Developer under clause 9.2(e) of this Schedule 2 and, acting reasonably:
 - (i) issue a further Rectification Notice if it is not reasonably satisfied that the Rectification Works are complete; or
 - (ii) notify the Road Developer in writing that it is satisfied the Rectification Works are complete.
- (g) The Road Developer must meet all costs of and incidental to rectification of defects or Maintenance of Works under this clause 9.2.
- (h) If the Road Developer fails to comply with a Rectification Notice, then the Council may do such things or take such action as is necessary to carry out the Rectification Works, including accessing and occupying any part of the Land without further notice to the Road Developer, and may:
 - (i) call upon any Bond or Bank Guarantee provided to the Council under clause 9.3 of this Schedule to meet its costs of carrying out Rectification Works; and
 - (ii) recover as a debt due to the Council by the Road Developer in a court of competent jurisdiction, any difference between the amount of the Bond or Bank Guarantee and the costs incurred by the Council in carrying out Rectification Works.
- (i) The Road Developer must request that Council inspect the Works 28 days prior to the end of the Defects Liability and Maintenance Period. The Council must inspect the Works at any time after receiving the request from the Road Developer and before to the end of the Defects Liability and Maintenance Period.
- (j) If, prior to the end of the Defects Liability and Maintenance Period the Road Developer fails to request the inspection, the Council may extend the Defects Liability and Maintenance Period so that the inspection may be carried out. The Defects Liability and Maintenance Period cannot be extended by more than 28 days from the date the Road Developer requests that Council inspect the Works.

9.3 **Security for Defects Liability**

- (a) The Road Developer must deliver to the Council Bonds or Bank Guarantees in accordance with clause 11.2.3 of the agreement.
- (b) Council must (if it has not called on it in accordance with clause 11.2.3 of the agreement) return the Bond or Bank Guarantee referred to in clause 9.3(a) of this

Schedule for that item of Works (or any remaining balance of it) to the Road Developer in accordance with clause 11.2.5 of the agreement.

- (c) If during the Defects Liability and Maintenance Period for the Phase 2 Stage 1 Works and Phase 2 Stage 2 Works (as applicable), the Council issues a Rectification Notice, then the Council need not deliver the balance of any Bonds or Bank Guarantees provided to it for that Defects Liability and Maintenance Period pursuant to clause 11.2.3 of this agreement until the Rectification Notice has been complied with.

10 Risk

The Road Developer undertakes the Works entirely at its own risk.

11 Insurance

- (a) Prior to the commencement of the construction of any of the Works, the Road Developer must:
 - (i) effect (or procure that the Road Developer's consultants effect) professional indemnity insurance for not less than \$10 million for any one claim, and in the aggregate annually; and
 - (ii) ensure the Road Contractor effects and the Road Developer must produce evidence to the Council of the following insurances issued by an insurer approved by the Council (acting reasonably) in a form approved by the Council (acting reasonably):
 - (A) construction works insurance, noting Council as an insured party for the full value of the Works;
 - (B) public liability insurance for at least \$20 million for a single occurrence, and unlimited in aggregate as to the number of occurrences, which covers Council, the Road Developer, the Road Contractor and any subcontractor of the Road Contractor, for liability to any third party;
 - (C) workers compensation insurance as required by Law; and
 - (D) any other insurance required by Law.
- (b) The Road Developer must provide evidence of currency of insurance required by clause 11(a) of this Schedule 2 upon request by the Council, acting reasonably, throughout the term of this agreement.
- (c) If the Road Developer fails to comply with this clause 11, Council may effect and keep in force the required insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Road Developer to Council and may be recovered by Council as it deems appropriate including:
 - (i) by calling upon the Security provided by the Road Developer to Council under this agreement; or
 - (ii) recovery as a debt due in a Court of competent jurisdiction.

12 Indemnities

The Road Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims in connection with the carrying out of the Works by the Road Developer except to the extent such Claim arises either directly or indirectly as a result of the Council or its employees, officers, agents, contractors or workmen's negligence, default, act or omission.

13 Intellectual Property Rights

The Council acknowledges that the Road Developer or its contractors hold all rights to copyright and any intellectual property which may exist in the Works. To the extent the Road Developer has or receives intellectual property rights for the Works, the Road Developer shall assign those intellectual property rights to Council or permit use thereof.

14 Risk of contamination

The Road Developer acknowledges and agrees:

- (a) that it is responsible for the management and remediation of any Contamination present upon or under the land on which the Works are to be carried out;
- (b) it will attend to any necessary remediation to the standard required for the use of the relevant land and Works as a Public Road at its own costs; and
- (c) to the fullest extent permitted by Law indemnify and release the Council from any Claim which might arise from any Contamination with respect to the land on which the Works are to be carried out.

15 Plans

The parties acknowledge and agree that further detail and refinement of plans and documents in connection with this agreement may be necessary having regard to the following matters:

- (a) matters affecting Works not capable of identification on or before the date of this agreement; or
- (b) by agreement between the parties.

Schedule 3 Not Used

Schedule 4 Summary of requirements (section 7.4)

Subject and subsection of the Act	Planning Agreement
Planning instrument and/or Development Application – Section 7.4(1) The Developers have: <ul style="list-style-type: none"> (a) Sought a change to an environmental planning instrument <div> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> (b) Made, or propose to make a Development Application <div> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div> (c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies <div> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div> 	
Description of the land to which the Planning Agreement applies – Section 7.4(3)(a)	See Annexure A
Description of the change to the environmental planning instrument or development to which the Planning Agreement applies - Section 7.4(3)(b)	See definition of Development in clause 1 of the agreement.
The scope, timing and manner of delivery of contributions required by the Planning Agreement – Section 7.4(3)(c)	See Clause 6 of the agreement for details of the scope, timing and manner of delivery of contributions
Applicability of section 7.11 of the Act – Section 7.4(3)(d)	The parties do not exclude the application of section 7.11 of the <i>Environmental Planning and Assessment Act 1979</i>
Applicability of section 7.12 of the Act – Section 7.4(3)(d)	The parties do not exclude the application of section 7.12 of the <i>Environmental Planning and Assessment Act 1979</i>
Applicability of former section 7.24 of the Act – Section 7.4(3)(d)	The parties do not exclude the application of section 7.24 of the <i>Environmental Planning and Assessment Act 1979</i>
Applicability of subdivision 4 of division 7.1 of the Act – Section 7.4(3)(d)	The parties do not exclude the application of subdivision 4 of division 7.1 of the <i>Environmental Planning and Assessment Act 1979</i>
Whether the benefits are or are not to be taken into consideration in determining a	The benefits under this agreement are to be taken into consideration in determining a development

development contribution under section 7.11 – Section 7.4(3)(e)	<p>contribution under section 7.11 of the EPA Act.</p> <p>Specifically, the agreement requires Council to accept the dedication or transfer of land and the provision of a Material Public Benefit (being works to upgrade Aldington Road - being works specified in the Contributions Plan), in part satisfaction of any contribution payable by the Applicants under the Contributions Plan.</p> <p>See clause 6.1(e) (credits for contributions)</p>
Mechanism for dispute resolution – Section 7.4(3)(f)	See clause 10 (Dispute Resolution)
Enforcement of the Planning Agreement by a suitable means – Section 7.4(3)(g)	See clause 11 (Enforcement and Security)
Registration of the Planning Agreement – Section 7.6	Yes - see clause 8.2.
No obligation to grant consent or exercise functions – Section 7.4(9)	See clause 14 (no fetter)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued is– (section 21 of <i>Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021</i>)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (section 48 of <i>Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021</i>)	Yes, see clause 11.4 (Restriction on the issue of Certificates)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (section 6.15(1)(d) of the Act)	Yes, see clause 6 (Monetary Contribution) and 11 (Enforcement and Security)

Schedule 5 Trustee Provisions

1. SFKC warranties and limitation of liability

The provisions of this clause 1 apply despite anything to the contrary in this agreement.

1.1 Definitions

In this clause 1:

- (a) **Assets** includes all assets, property and rights real and personal of any value whatsoever of the Trust.
- (b) **Constitution** means the constitution of the Trust as amended from time to time.
- (c) **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, Trustee under or in respect of this agreement.
- (d) **Trust** means Stockland Fife Kemps Creek Trust (ABN 47 273 439 938).
- (e) **Trustee** means Stockland Fife Kemps Creek Pty Limited (ACN 628 770 141).
- (f) **Trustee's Capacity** means the capacity in which the Trustee enters into this agreement, being as trustee of the Trust constituted by the Constitution.

1.2 Warranties

The Trustee:

- (a) warrants that:
 - (i) it is the sole trustee of the Trust and no action has been taken to remove or replace it;
 - (ii) as trustee it is authorised and empowered under the Trust Deed to enter into and to perform the Obligations;
 - (iii) it is not in breach of the Constitution;
 - (iv) it is not aware of any reason why the Assets might be insufficient to satisfy or discharge the Obligations; and
 - (v) it has the power under the Constitution to execute and perform the Obligations and all necessary action has been taken to authorise the execution and performance of the Obligations; and
- (b) undertakes to comply with its obligations as trustee of the Trust.

1.3 Limitation of Trustee's Liability

(a) Capacity

The Trustee's liability under this agreement is limited to the Trustee's Capacity and the Trustee is not liable in any other capacity.

(b) Limitation

Subject to clause 1.3(c) the liability of the Trustee in respect of any cause of action, claim or loss arising:

- (i) under or in connection with this agreement;
- (ii) in connection with any transaction, conduct or any other agreement contemplated by this agreement; or
- (iii) under or in connection with (to the extent permitted by law) any representation or undertaking given or to be given in connection with this agreement,

(each, a **Trust Claim**), is limited to the Assets. The right of the parties relying on the benefit of this agreement to recover any amount in respect of any (and all) Trust Claims is limited to a right to recover an amount not exceeding the amount which the Trustee is entitled and able to recover from the Assets (after taking account of the costs of exercising its right of indemnity or exoneration) and if, after exercise of those rights, any such amount remains outstanding, no further Trust Claim may be made against the Trustee personally.

(c) **Exception**

If because the Trustee acts negligently, fraudulently, with wilful misconduct or in breach of trust with a result that:

- (i) the Trustee's right of indemnity, exoneration or recoupment of the Assets; or
 - (ii) the actual amount recoverable by the Trustee in exercise of those rights,
- is reduced in whole or in part or does not exist, then to the extent that such right or the amount so recoverable is reduced or does not exist, the Trustee may be personally liable and the limitation in clause 1.3(b) does not apply.

(d) **Trust Claim**

The parties other than the Trustee agree and acknowledge that they must not, in respect of any Trust Claim:

- (i) subject to clause 1.3(c), bring proceedings against the Trustee in its personal capacity;
- (ii) seek to appoint an administrator or liquidator to the Trustee;
- (iii) commence the winding up, dissolution, or administration of the Trustee; or
- (iv) appoint a receiver, receiver and manager, administrative receiver or similar official to all of any of the assets of the Trustee,

except to the extent that the steps taken affect any Assets or the Trustee's right of recourse against, and indemnity from, the Assets and nothing else.

2. **SFL3 warranties and limitation of liability**

The provisions of this clause 2 apply despite anything to the contrary in this agreement.

2.1 **Definitions**

In this clause 2:

- (a) **Assets** includes all assets, property and rights real and personal of any value whatsoever of the Trust.
- (b) **Constitution** means the constitution of the Trust as amended from time to time.
- (c) **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, Trustee under or in respect of this agreement.
- (d) **Trust** means Fife Land 3 Trust (ABN 64 318 343 693).
- (e) **Trustee** means Fife Land 3 Pty Limited (ACN 654 088 830).
- (f) **Trustee's Capacity** means the capacity in which the Trustee enters into this agreement, being as trustee of the Trust constituted by the Constitution.

2.2 **Warranties**

The Trustee:

- (a) warrants that:

- (i) it is the sole trustee of the Trust and no action has been taken to remove or replace it;
 - (ii) as trustee it is authorised and empowered under the Trust Deed to enter into and to perform the Obligations;
 - (iii) it is not in breach of the Constitution;
 - (iv) it is not aware of any reason why the Assets might be insufficient to satisfy or discharge the Obligations; and
 - (v) it has the power under the Constitution to execute and perform the Obligations and all necessary action has been taken to authorise the execution and performance of the Obligations; and
- (b) undertakes to comply with its obligations as trustee of the Trust.

2.3 Limitation of Trustee's Liability

(a) Capacity

The Trustee's liability under this agreement is limited to the Trustee's Capacity and the Trustee is not liable in any other capacity.

(b) Limitation

Subject to clause 2.3(c) the liability of the Trustee in respect of any cause of action, claim or loss arising:

- (i) under or in connection with this agreement;
- (ii) in connection with any transaction, conduct or any other agreement contemplated by this agreement; or
- (iii) under or in connection with (to the extent permitted by law) any representation or undertaking given or to be given in connection with agreement,

(each, a **Trust Claim**), is limited to the Assets. The right of the parties relying on the benefit of this agreement to recover any amount in respect of any (and all) Trust Claims is limited to a right to recover an amount not exceeding the amount which the Trustee is entitled and able to recover from the Assets (after taking account of the costs of exercising its right of indemnity or exoneration) and if, after exercise of those rights, any such amount remains outstanding, no further Trust Claim may be made against the Trustee personally.

(c) Exception

If because the Trustee acts negligently, fraudulently, with wilful misconduct or in breach of trust with a result that:

- (i) the Trustee's right of indemnity, exoneration or recoupment of the Assets; or
- (ii) the actual amount recoverable by the Trustee in exercise of those rights,

is reduced in whole or in part or does not exist, then to the extent that such right or the amount so recoverable is reduced or does not exist, the Trustee may be personally liable and the limitation in clause 2.3(b) does not apply.

(d) Trust Claim

The parties other than the Trustee agree and acknowledge that they must not, in respect of any Trust Claim:

- (i) subject to clause 2.3(c), bring proceedings against the Trustee in its personal capacity;

- (ii) seek to appoint an administrator or liquidator to the Trustee;
- (iii) commence the winding up, dissolution, or administration of the Trustee; or
- (iv) appoint a receiver, receiver and manager, administrative receiver or similar official to all of any of the assets of the Trustee,

except to the extent that the steps taken affect any Assets or the Trustee's right of recourse against, and indemnity from, the Assets and nothing else.

3. SFL2 warranties and limitation of liability

3.1 Clause definitions

- (a) In this clause the following definitions apply:
 - (i) **Assets** means and includes all assets, property and rights real and personal of any value whatsoever of the Developer Trust;
 - (ii) **FL2 Trustee** means Fife Land 2 Pty Limited (ACN 651 694 790);
 - (iii) **FL2 Trust** means the Fife Land 2 Trust (ABN 89 561 962 630);
 - (iv) **Constitution** means the constitution of the FL2 Trust as amended from time to time;
 - (v) **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the FL2 Trustee under or in respect of this document;
 - (vi) **Trustee Capacity** means the capacity in which the FL2 Trustee enters into this document, being as trustee of the Developer Trust.

3.2 Limitation of FL2 Trustee Liability

- (a) In respect of the limitation of the FL2 Trustee's liability:
 - (i) (Capacity) The FL2 Trustee's liability under this document is limited to the FL2 Trustee's Capacity and the FL2 Trustee is not liable in any other capacity.
 - (ii) (Limitation) Subject to clause 3.2(d), the liability of the FL2 Trustee in respect of any cause of action, claim or loss arising:
 - (A) under or in connection with this document;
 - (B) in connection with any transaction, conduct or any other agreement contemplated by this document; or
 - (C) under or in connection with (to the extent permitted by Law) any representation or undertaking given or to be given in connection with this document,
 (each, a **FL2 Trust Claim**), is limited to the Assets.
- (b) (Right to recover) The right of the parties other than the FL2 Trustee to recover any amount in respect of any (and all) FL2 Trust Claims is limited to a right to recover an amount not exceeding the amount which the FL2 Trustee is entitled and able to recover from the Assets (after taking account of the costs of exercising its right of indemnity or exoneration) and if, after exercise of those rights, any such amount

remains outstanding, no further FL2 Trust Claim may be made against the FL2 Trustee personally.

(c) (Acknowledgment of limitations) The parties other than the FL2 Trustee agree and acknowledge that they must not, in respect of any FL2 Trust Claim:

- (i) subject to clause 3.2(d), bring proceedings against the FL2 Trustee in its personal capacity;
- (ii) seek to appoint an administrator or liquidator to the FL2 Trustee;
- (iii) commence the winding-up, dissolution or administration of the FL2 Trustee; or
- (iv) appoint a receiver, receiver and manager, administrative receiver or similar official to all or any of the assets of the FL2 Trustee,

except to the extent that the steps taken affect any Assets or the FL2 Trustee's right of recourse against, and indemnity from, the Assets and nothing else.

(d) (Exception) If because the FL2 Trustee acts negligently, fraudulently, with wilful misconduct or in breach of trust with a result that:

- (i) the FL2 Trustee's right of indemnity, exoneration or recoupment of the Assets; or
- (ii) the actual amount recoverable by the FL2 Trustee in exercise of those rights,

is reduced in whole or in part or does not exist, then to the extent that such right or the amount so recoverable is reduced or does not exist, the Trustee may be personally liable and the limitation in clause 3.2(c) does not apply.

4. Frasers limitation of liability

- (a) Frasers Landowner enters into this agreement as trustee of the Frasers Property C&I Land Holdings (Kemps Creek No. 2) Trust (**Frasers Trust**) constituted by a trust deed (**Trust Deed**) and in no other capacity.
- (b) Frasers Landowner will not be liable and the other parties may not enforce their rights against Frasers Landowner under this agreement except to the extent Frasers Landowner is entitled to be indemnified out of the assets of the Frasers Trust.
- (c) If a party does not recover all money owing to it arising from non-performance by Frasers Landowner of its obligations under this agreement, it may not seek to recover the shortfall by:
 - (i) bringing proceedings against Frasers Landowner in its personal capacity; or
 - (ii) applying to have Frasers Landowner wound up.
- (d) The provisions of clauses 4(b) and 4(c) do not apply in respect of fraud or breach of trust by Frasers Landowner personally.
- (e) Frasers Landowner:
 - (i) represents and warrants to the other parties that:
 - (A) it is the sole trustee of the Frasers Trust and no action has been taken to remove or replace it;
 - (B) as trustee it is authorised and empowered under the Trust Deed to enter into and to perform its obligations and satisfy or discharge its liabilities under this agreement;

- (C) it is not in breach of the Trust Deed;
 - (D) it is entitled to be indemnified out of the assets of the Frasers Trust in respect of obligations and liabilities incurred by it under this agreement
 - (E) it is not aware of any reason why the assets of the Frasers Trust might be insufficient to satisfy or discharge the obligations and liabilities incurred by it under this agreement; and
 - (F) it has the power under the Trust Deed to execute and perform its obligations and discharge its liabilities under this agreement and all necessary action has been taken to authorise the execution and performance of this agreement under the Trust Deed;
- (ii) indemnifies the Council, and agrees to keep the Council indemnified, in respect of any loss or liability in any way connected with a breach of a warranty in clause 4(e)(i); and
- (iii) undertakes:
- (A) to not attempt or take steps to, do anything which restricts its right of indemnity from the assets of the Frasers Trust in respect of the obligations incurred by Frasers Landowner under this agreement;
 - (B) at the Council's request, to exercise its right of indemnity from the assets of the Frasers Trust in respect of obligations incurred by it under this agreement; and
 - (C) to comply with its obligations as trustee of the Frasers Trust.

Executed as an agreement

Executed for and on behalf of **Penrith**)
City Council by its authorised delegate in)
accordance with a resolution of the)
Council dated 01/07/2025 :

Signed by:

99DBA1E4G68D4D6...

Signature of witness

Sharne Peake
.....

Print name

Signed by:

8B8FFC3909A24FE...

Signature of Authorised Delegate

Print position: General Manager

Andrew Moore
.....

Print name

SFKC

EXECUTED for and on behalf of **Stockland Fife Kemps Creek Pty Limited** (ACN 628 770 141) as trustee for **Stockland Fife Kemps Creek Trust** ABN 47 273 439 938 by its attorneys pursuant to registered power of attorney dated 18 October 2019 Book 4768 No 653 (who state that by executing this document that the relevant attorney has received no notice of revocation of the power of attorney):


Signed by:

E6788AC757CA440...

Witness Signature

Florence Lee

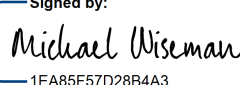
Print Name

Signed by:

9C5BBB377F954F9...

Witness Signature

Nellie Marawa

Print Name

Signed by:

1EA85F57D28B4A3...

Attorney Signature

Michael Wiseman

Print Name

Signed by:

0F235FB264A4468...

Attorney Signature

Katherine Elizabeth Grace


Print Name

y [Strike out if not required] This document was signed in counterpart and was witnessed over audio
y visual in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

SFL3

EXECUTED for and on behalf of **Stockland Development Pty Limited** (ACN 000 064 835) by its attorney
Katherine Elizabeth Grace

pursuant to registered power of attorney dated **27 June 2023 Book 4814 No 13** (who states that by executing this document that the relevant attorney has received no notice of revocation of the power of attorney):

Signed by:

9C5BBB377F954F9...

Witness Signature

Signed by:

0F235FB264A4468...

Attorney Signature

Nellie Marawa

Print Name

Katherine Elizabeth Grace

Print Name

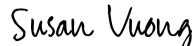
- [Strike out if not required]: This document was signed in counterpart and was witnessed over
- audio visual in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

EXECUTED by **Fife Land 3 Pty Limited** (ACN 654 088 838) in its capacity as trustee of the **Fife Land 3 Trust** (ABN 64 318 343 693) in accordance with section 127 of the *Corporations Act 2001* (Cth) by

Signed by:

85DAE3E42A9C4E1...

Signature of Director

DocuSigned by:

7E79479004684DB...

Signature of Director/Secretary

Benjamin David Fife

Name of Director in full

Susan Vuong

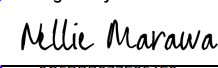
Name of Director/Secretary in full

- [Strike out if not required]: This document was signed in counterpart and was witnessed over
- audio visual in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

SFL2


EXECUTED for and on behalf of **Stockland Development Pty Limited** (ACN 000 064 835)
by _____ its _____ attorney
Katherine Elizabeth Grace

pursuant to registered power of attorney dated **27 June 2023 Book 4814 No 13** (who states that by executing this document that the relevant attorney has received no notice of revocation of the power of attorney):

Signed by:


9C5BBB377F954F9
Signature of Witness
Nellie Marawa

Print name of witness
(Block Letters)

Signed by:



0F235FB264A4468...
Signature of Attorney
Katherine Elizabeth Grace

Print name of Attorney
(Block Letters)

- [Strike out if not required]: This document was signed in counterpart and was witnessed over audio
- visual in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).


[

EXECUTED by Fife Land 2 Pty Limited (ACN 651 694 790) in its capacity as trustee for Fife Land 2 Trust (ABN 89 561 962 630) in accordance with section 127 of the *Corporations Act 2001 (Cth)* by:

Signed by:


85DAF3E42A9C4F1...
Signature of Director
Benjamin David Fife

Print name of Director
(Block Letters)

DocuSigned by:




7E79479004684DB...
Signature of Director/Secretary
Susan Vuong

Print name of Director/Secretary
(Block Letters)

~~-----[Strike out if not required]: This document was signed in counterpart and was witnessed over~~
~~-----audio-visual in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).~~

Frasers

EXECUTED by **FPI Developments NSW Pty Limited** (ACN 648 326 676) in accordance with section 126(1) of the *Corporations Act 2001* (Cth):



<div><div>DocuSigned by:</div><div></div><div>4C9D20541759420...</div></div> <div>Signature of joint agent / attorney</div> <div>Ian Barter</div> <div>Name of joint agent / attorney</div>	<div><div>DocuSigned by:</div><div></div><div>58FF557B4546408...</div></div> <div>Signature of joint agent / attorney</div> <div>Roland Martin</div> <div>Name of joint agent / attorney</div>
--	---

By signing this document, each signatory state that they have received no notice of revocation of their authority to sign.

[Strike out if not required] This document was signed in counterpart and was witnessed over audio visual in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Frasers Landowner

EXECUTED by **Australand C&I Land Holdings Pty Ltd** (ACN 107 356 641) in its capacity as trustee of the Frasers Property C&I Land Holdings (Kemps Creek No. 2) Trust in accordance with section 126(1) of the *Corporations Act 2001* (Cth):

<div><div>DocuSigned by:</div><div></div><div>4C9D20541759420...</div></div> <div>Signature of joint agent / attorney</div> <div>Ian Barter</div> <div>Name of joint agent / attorney</div>	<div><div>DocuSigned by:</div><div></div><div>58FF557B4546408...</div></div> <div>Signature of joint agent / attorney</div> <div>Roland Martin</div> <div>Name of joint agent / attorney</div>
--	---

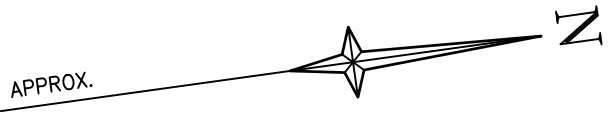
By signing this document, each signatory state that they have received no notice of revocation of their authority to sign.

[Strike out if not required] This document was signed in counterpart and was witnessed over audio visual in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Annexure A Schedule of Land

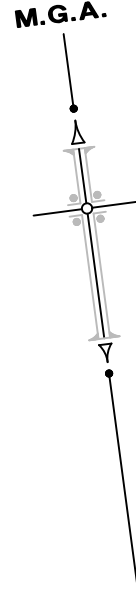
	Lot	Deposited Plan	Landowner	Definition used in this agreement
1	10	253503	Australand C&I Land Holdings Pty Ltd	"Frasers Southern Land"
2	24	255560	Australand C&I Land Holdings Pty Ltd	
3	25	255560	Australand C&I Land Holdings Pty Ltd	
4	26	255560	Australand C&I Land Holdings Pty Ltd	
5	27	255560	Australand C&I Land Holdings Pty Ltd	
6	28	255560	Australand C&I Land Holdings Pty Ltd	
7	33	258949	Australand C&I Land Holdings Pty Ltd	
8	37	258949	Australand C&I Land Holdings Pty Ltd	"Frasers Northern Land"
9	200	1285691	Stockland Fife Kemps Creek Pty Limited	"SFKC Land"
10	90	1289463	Stockland Development Pty Limited and Fife Land 3 Pty Limited	"SFL3 Land"
11	16	253503	Stockland Development Pty Limited and Fife Land 2 Pty Limited	"SFL2 Land"
12	17	253503	Stockland Development Pty Limited and Fife Land 2 Pty Limited	

Annexure B Net Developable Area Plans

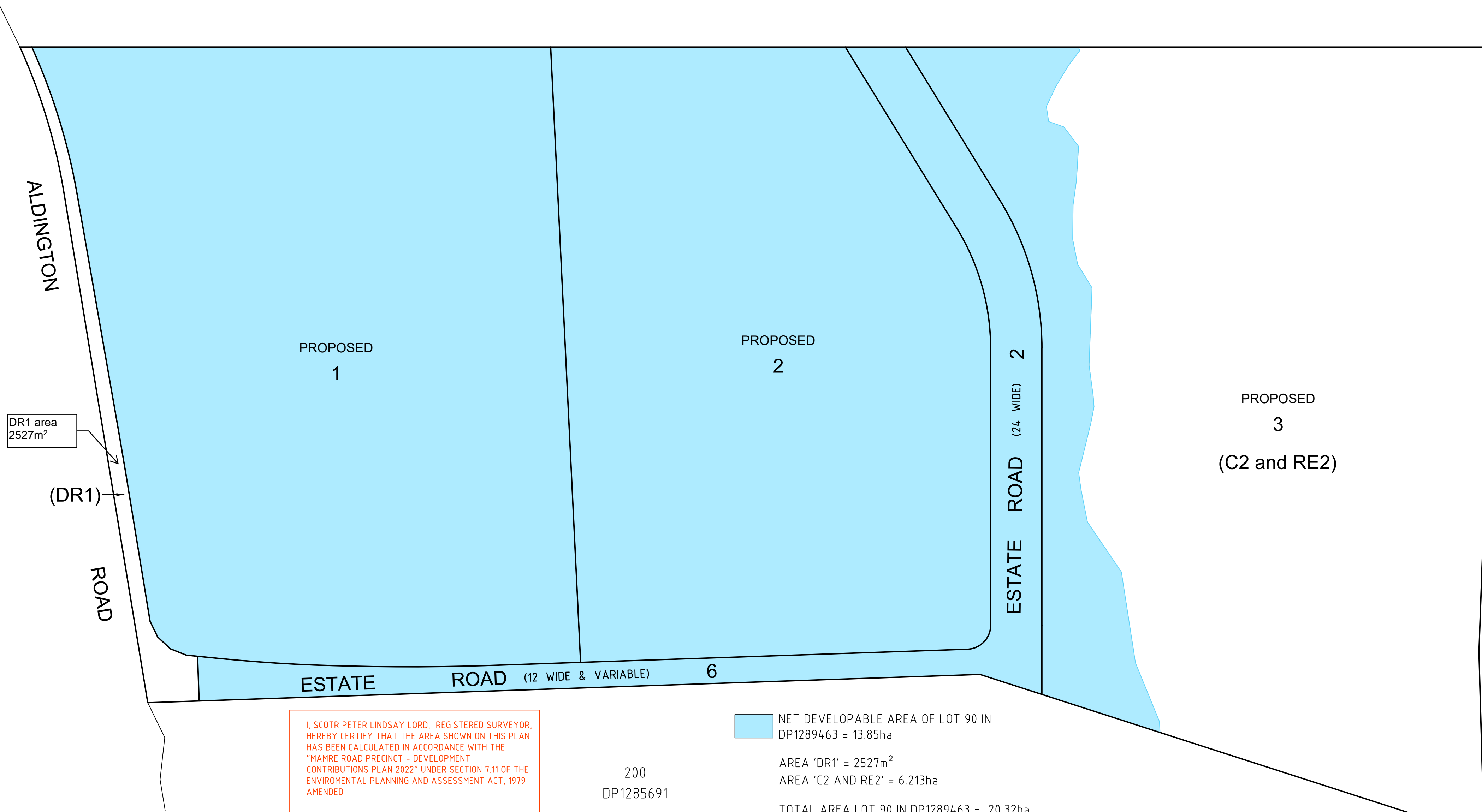


datum N/A	reference number	50624 010NDA
site Area N/A	scale	date of plan
LGA	1:2500 @A2	24/06/2024
PENRITH	OF 1	1.


43
DP708347




21 DP1266034



I, SCOT PETER LINDSAY LORD, REGISTERED SURVEYOR,
HEREBY CERTIFY THAT THE AREA SHOWN ON THIS PLAN
HAS BEEN CALCULATED IN ACCORDANCE WITH THE
"MAMRE ROAD PRECINCT - DEVELOPMENT
CONTRIBUTIONS PLAN 2022" UNDER SECTION 7.11 OF THE
ENVIROMENTAL PLANNING AND ASSESSMENT ACT, 1979
AMENDED



SCOTT PETER LINDSAY LORD
REGISTERED SURVEYOR
DATE 24/06/2024

 NET DEVELOPABLE AREA OF LOT 90 IN
DP1289463 = 13.85ha

AREA 'DR1' = 2527m²
AREA 'C2 AND RE2' = 6.213ha

TOTAL AREA LOT 90 IN DP1289463 = 20.32ha

NOTES:
(1) DELINEATION LINE BETWEEN 'DR1' AND 'CR6' IS BASED UPON DRAWING TITLE
'MAIU AND AARU SP2 BOUNDARIES' (DRAWING No. 21-843-SKC326 ISSUE P1)
PROVIDED BY AT&L ON 21-6-2024



D	00/00/00	–	00
C	00/00/00	–	00
B	00/00/00	–	00
A	00/00/00	–	00
Revision	Date	Description	Reference



.....
Registered Surveyor NSW
Surveyor ID:8627

Client STOCKLAND DEVELOPMENT & FIFE LAND 3 TRUST
Drawing title
PLAN OF NET DEVELOPABLE AREA (NDA) OVER LOT 90 IN
DP 1289463, ALDINGTON ROAD, KEMPS CREEK

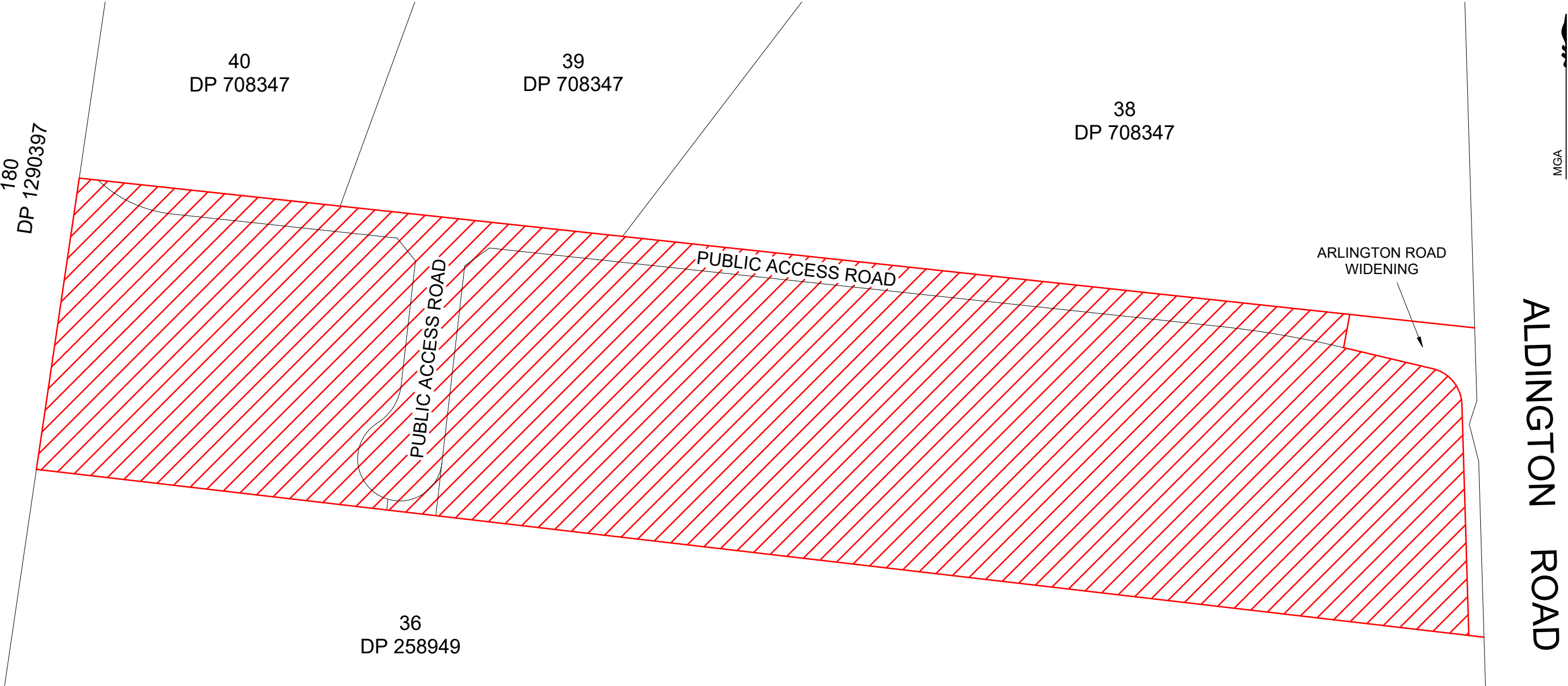
datum	N/A
site Area	N/A
LGA	PENRITH


reference number 51557 005NDA

scale date of plan
1:1250 @ A2 24/06/24

Page 118 of 131

SHEET	1
OF 1	




SHAWN LECLERC
REGISTERED LAND SURVEYOR
BoSSI No. 115
BOXALL SURVEYORS PTY LTD
12.04.2024

TOTAL NET DEVELOPABLE AREA (NDA) = 9.9010 ha
DETERMINED FOR SECTION 7.11 CONTRIBUTIONS (7.11)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

LEGEND:

CLIENT:
FRASERS PROPERTY AUSTRALIA
ADDRESS:
99-111 ALDINGTON ROAD
KEMPS CREEK
LOT 37 IN DP258949

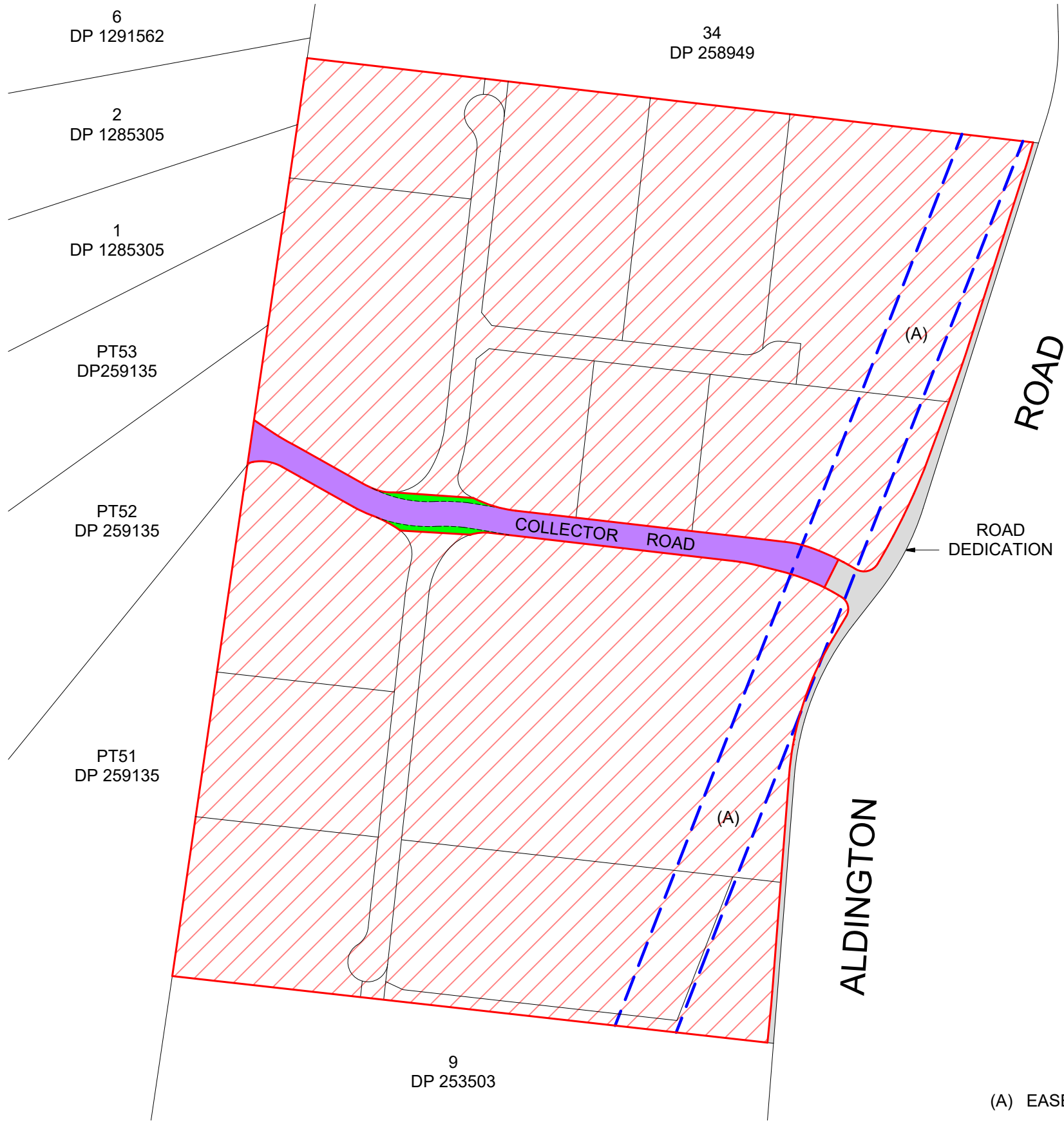


Liability limited by a scheme approved under Professional Standards Legislation
PO Box 519 Sutherland NSW 1499 | Suite 8/49-51 Eton Street
02 9521 5737 | www.boxallsurveyors.com.au | ACN 114 644 058

TITLE: NDA 7.11 PLAN FOR PROPOSED SUBDIVISION OF LOT 37 IN DP258949		
REV	DATE	REVISION DETAILS

ORIGIN LEVELS: ---	
AZIMUTH: MGA20	DATUM: ---
SURVEY: JH	DATE: 12.04.2024
DRAWN: JH	DATE: 12.04.2024
APPROVED: SL	DATE: 12.04.2024
SCALE: 1:2000	SHEET 1 OF 1
DRAWING No: 10555-N-003-711	REV: A
Page 119 of 131	SIZE: A3

PRINT IN COLOUR



AREA SUMMARY

GROSS SITE AREA	633151 m ²
ALDINGTON ROAD DEDICATION	8976 m ²
COLLECTOR ROAD	16531 m ²
ROUNDAABOUT	1200 m ²
NET DEVELOPABLE AREA	606444 m ²

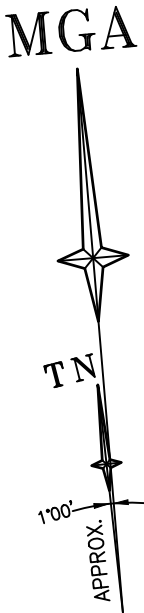
- ALDINGTON ROAD DEDICATION
- COLLECTOR ROAD
- ROUNDAABOUT
- NET DEVELOPABLE AREA

COLLECTOR ROAD LENGTH 619m
COLLECTOR ROAD WIDTH 25.6m

TOTAL NET DEVELOPABLE AREA (NDA) = 606444 m²
DETERMINED FOR SECTION 7.11 CONTRIBUTIONS (7.11)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

SHAWN LECLERC
REGISTERED LAND SURVEYOR
BoSSI No. 115
BOXALL SURVEYORS PTY LTD
12.04.2024

(A) EASEMENT FOR ELECTRICITY TRANSMISSION LINE 30.96 WIDE (O712313)

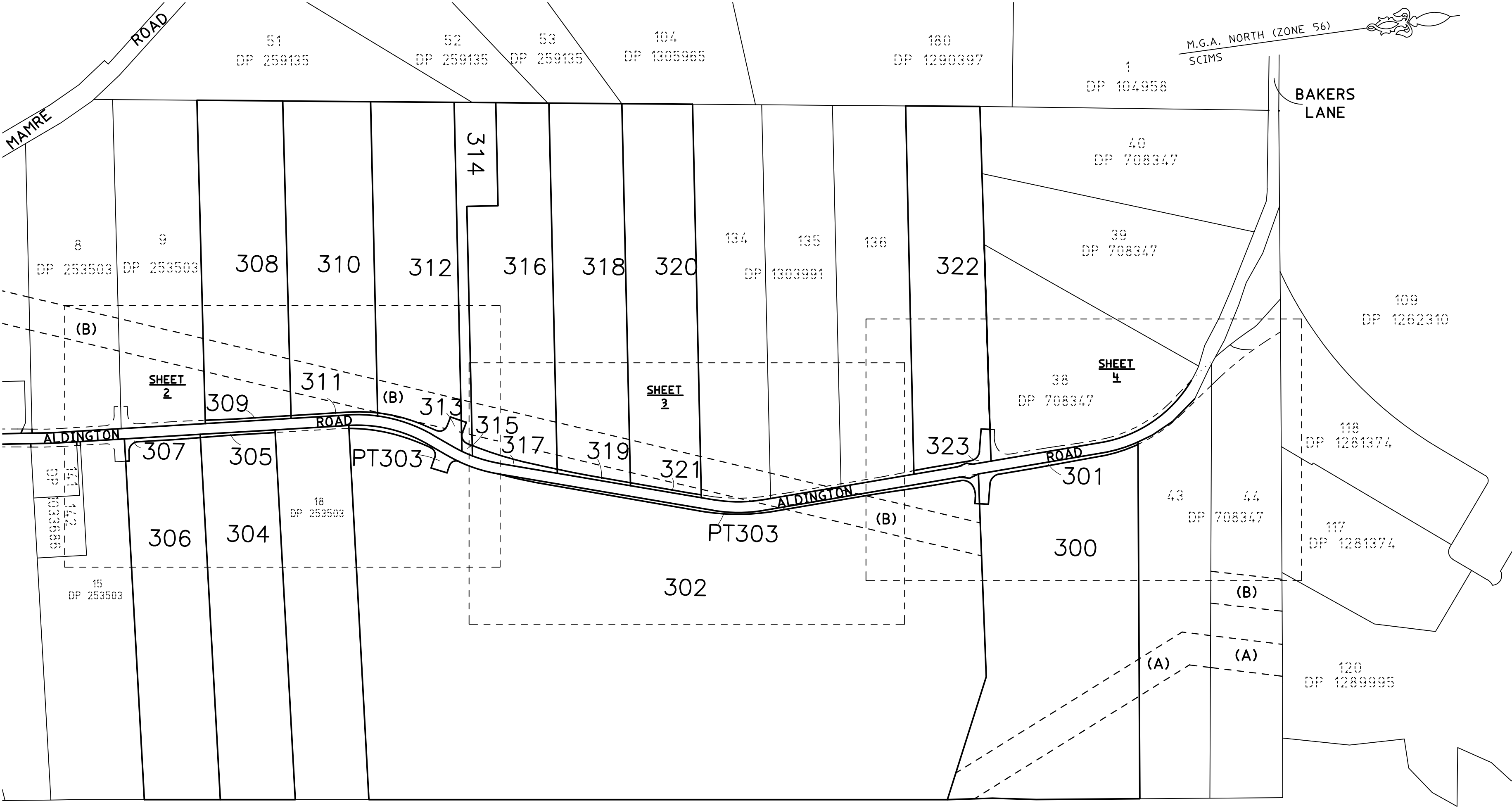


LENGTH OF COLLECTOR ROAD (CR6): 651.545m

datum	reference	51393 007NDA
N/A	number	
site Area	scale	date of plan
N/A	1:1500 @A2	21/06/2024
LGA	Page 121 of 141	
PENRITH	OF 1	1.

Annexure C

Dedication Land Plans



LOTS 301 & 300

LOT 90, DP 1289463
C.T. 90/1289463

LOTS 303 & 302

LOT 200, DP 1285691
C.T. 200/1285691

LOTS 305 & 304

LOT 17, DP 253503
C.T. 17/253503

LOTS 307 & 306

LOT 16, DP 253503
C.T. 16/253503

LOTS 309 & 308

LOT 10, DP 253503
C.T. 10/253503

LOTS 311 & 310

LOT 24, DP 255560
C.T. 24/255560

LOTS 313 & 312

LOT 25, DP 255560
C.T. 25/255560

LOTS 315 & 314

LOT 26, DP 255560
C.T. 26/255560

LOTS 317 & 316

LOT 27, DP 255560
C.T. 27/255560

LOTS 319 & 318

LOT 28, DP 255560
C.T. 28/255560

LOTS 321 & 320

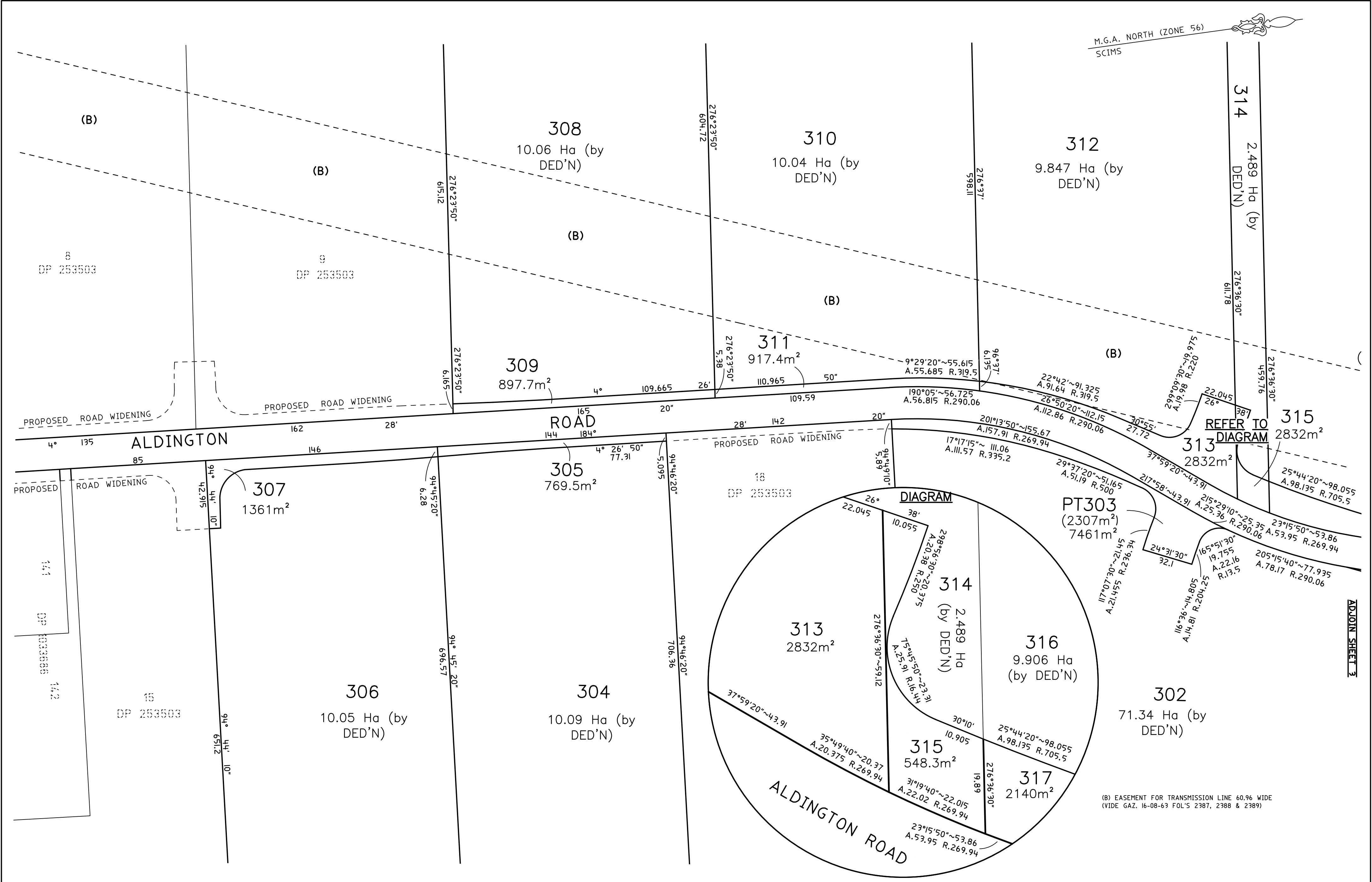
LOT 33, DP 258949
C.T. 33/258949

LOTS 323 & 322

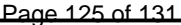
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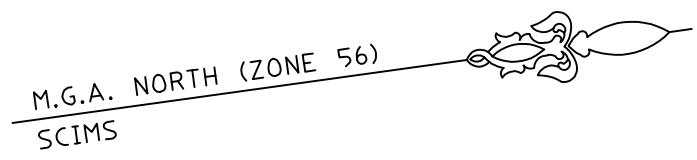
(A) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE
(VIDE GAZ. 16-10-64 FOL'S 3203, 3204 & 3205)
(B) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE
(VIDE GAZ. 16-08-63 FOL'S 2387, 2388 & 2389)

Surveyor:LUKE P HAAVISTO LandPartners PTY LTD PO BOX 1144 DUNDAS 2117 Date of Survey: – Surveyor's Ref: SY075647.01B.1	PROPOSED PLAN OF LAND TO BE DEDICATED FOR ROAD WIDENING DISCLAIMER:- ALL DIMENSIONS SHOWN HEREON ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY	LGA: PENRITH Locality: KEMPS CREEK Subdivision No: N/A Lengths are in metres. Reduction Ratio 1:6000	Registered	DRAFT
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Surveyor:LUKE P HAAVISTO LandPartners PTY LTD PO BOX 1144 DUNDAS 2117 Date of Survey: – Surveyor's Ref: SY075647.01B.1		PROPOSED PLAN OF LAND TO BE DEDICATED FOR ROAD WIDENING DISCLAIMER:- ALL DIMENSIONS SHOWN HEREON ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY		LGA: PENRITH Locality: KEMPS CREEK Subdivision No: N/A Lengths are in metres. Reduction Ratio 1:1500		Registered	<div>DRAFT</div> <div>Page 124 of 131</div>

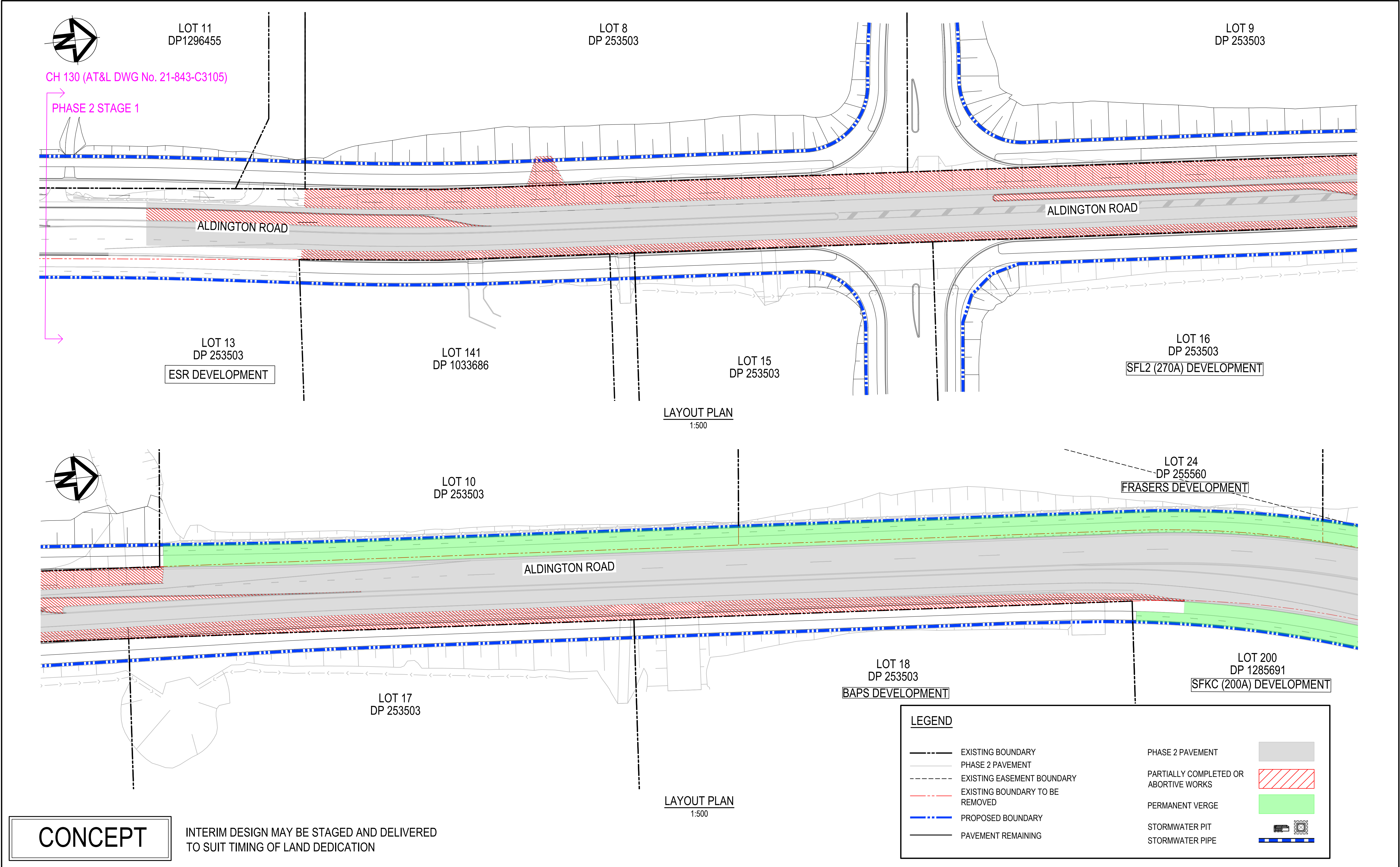




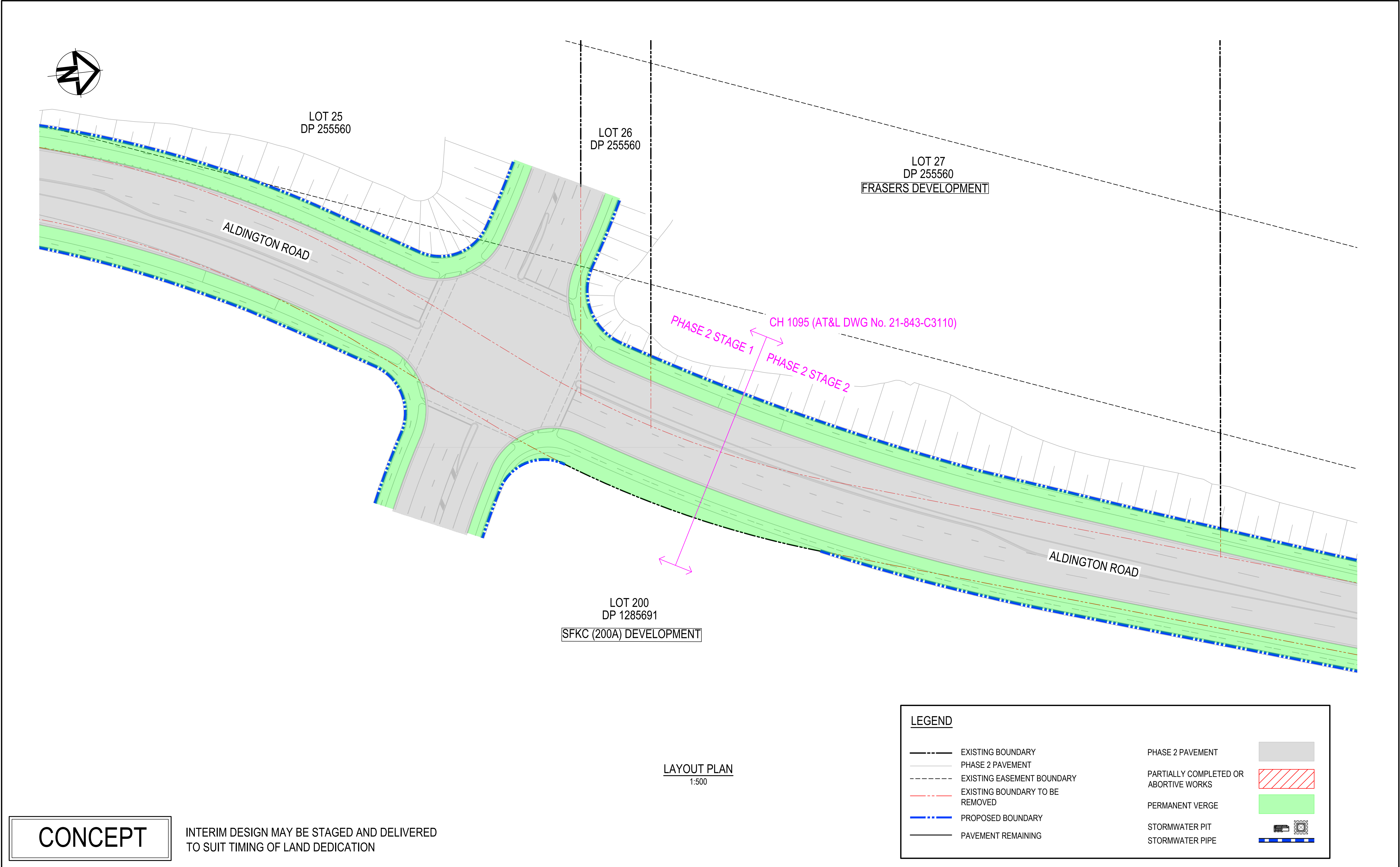
DRAFT

Annexure D

Phase 2 Abortive Works plans



KEY PLAN			THIS DRAWING CANNOT BE COPIED OR REPRODUCED IN ANY FORM OR USED FOR ANY OTHER PURPOSE OTHER THAN THAT ORIGINALLY INTENDED WITHOUT THE WRITTEN PERMISSION OF AT&L		Client		Scales		Drawn		Project		Civil Engineers and Project Managers	
							1:500		KB		ALDINGTON ROAD KEMPS CREEK MAMRE ROAD PRECINCT			
1: 500 @ A1 1: 1000 @ A3							Grid GDA2020		Designed		AL		Level 7, 153 Walker Street North Sydney NSW 2060 ABN 96 130 882 405 Tel: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au info@atl.net.au	
							Height Datum AHD		Checked		Approved		Title	
											PHASE 2 ABORTIVE WORKS		Status	
P3 FOR INFORMATION 04-11-24											FOR INFORMATION NOT FOR CONSTRUCTION		A1	
P2 FOR INFORMATION 30-07-24											Project - Drawing No.		Issue	
P1 FOR INFORMATION 29-07-24											21-843-SKC353		P3	
Issue Description Date														
100mm on Original														



LAYOUT PLAN
1:500

LEGEND

EXISTING BOUNDARY

PHASE 2 PAVEMENT

EXISTING EASEMENT BOUNDARY

EXISTING BOUNDARY TO BE REMOVED

PROPOSED BOUNDARY

PAVEMENT REMAINING

PHASE 2 PAVEMENT

PARTIALLY COMPLETED OR ABORTIVE WORKS

PERMANENT VERGE

STORMWATER PIT

STORMWATER PIPE

CONCEPT

INTERIM DESIGN MAY BE STAGED AND DELIVERED
TO SUIT TIMING OF LAND DEDICATION

P3	FOR INFORMATION	04-11-24
P2	FOR INFORMATION	30-07-24
P1	FOR INFORMATION	29-07-24
Issue	Description	Date

KEY PLAN

0

10

20

30

40

50m

1 : 500 @ A1 1 : 1000 @ A3

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Project

ALDINGTON ROAD
KEMPS CREEK
MAMRE ROAD PRECINCT

Title

PHASE 2
ABORTIVE WORKS

Civil Engineers and Project Managers

at&l

Level 7, 153 Walker Street
North Sydney NSW 2060
ABN 96 130 882 405
Tel: 02 9439 1777
Fax: 02 9923 1055
www.atl.net.au
info@atl.net.au

Status

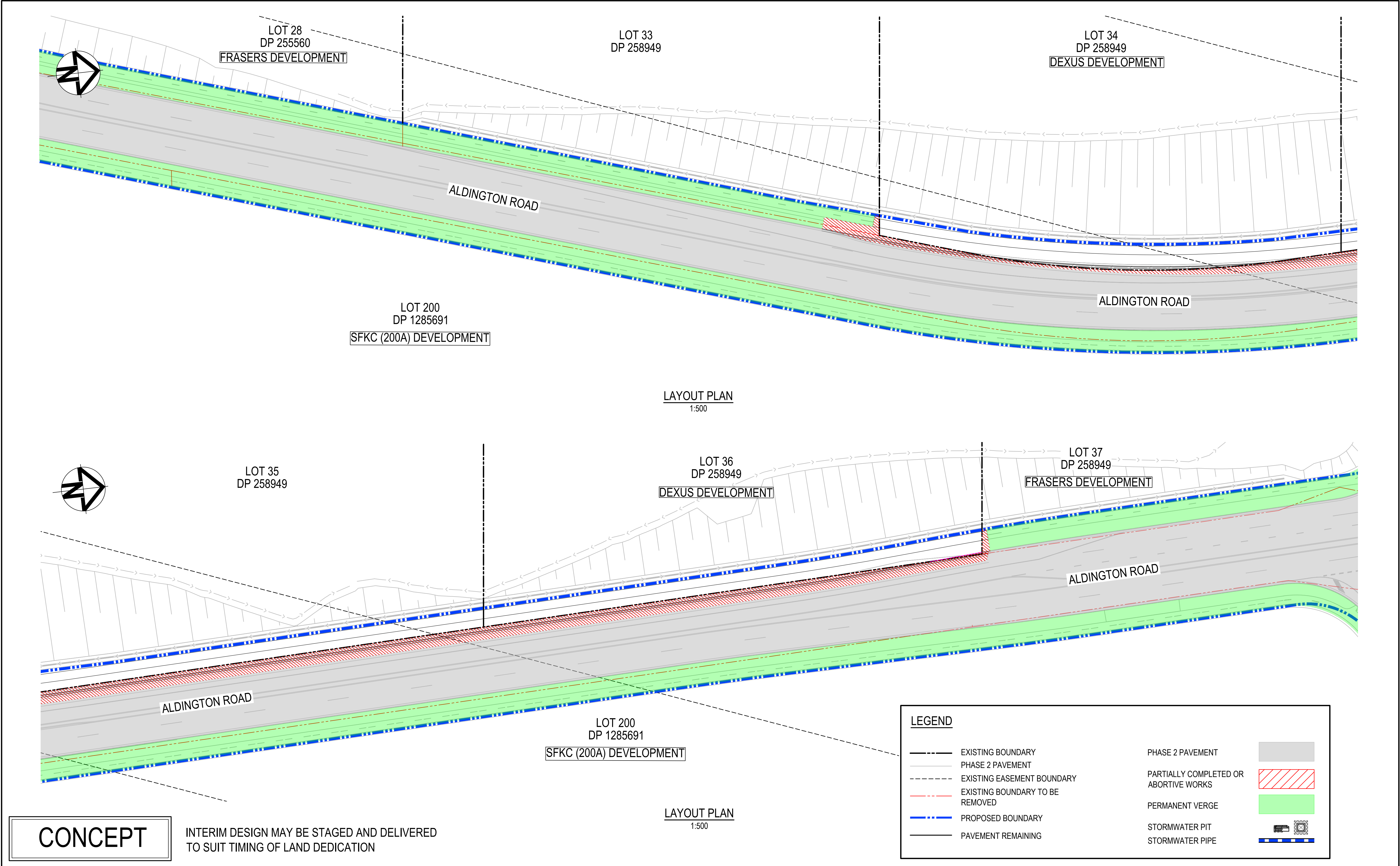
FOR INFORMATION
NOT FOR CONSTRUCTION

Project - Drawing No.

21-843-SKC354

Issue

P3



CONCEPT

INTERIM DESIGN MAY BE STAGED AND DELIVERED
TO SUIT TIMING OF LAND DEDICATION

LAYOUT PLAN
1:500

LEGEND

EXISTING BOUNDARY

PHASE 2 PAVEMENT

EXISTING EASEMENT BOUNDARY

EXISTING BOUNDARY TO BE REMOVED

PROPOSED BOUNDARY

PAVEMENT REMAINING

PHASE 2 PAVEMENT

PARTIALLY COMPLETED OR ABORTIVE WORKS

PERMANENT VERGE

STORMWATER PIT

STORMWATER PIPE

P3	FOR INFORMATION	04-11-24
P2	FOR INFORMATION	30-07-24
P1	FOR INFORMATION	29-07-24
Issue	Description	Date

KEY PLAN

01020304050m

1 : 500 @ A11 : 1000 @ A3

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PROPERTY

Stockland

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Scales

1:500

GridGDA2020

Height DatumAHD

Drawn

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GDA2020

Project

ALDINGTON ROAD
KEMPS CREEK
MAMRE ROAD PRECINCT

Title

PHASE 2
ABORTIVE WORKS

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Status

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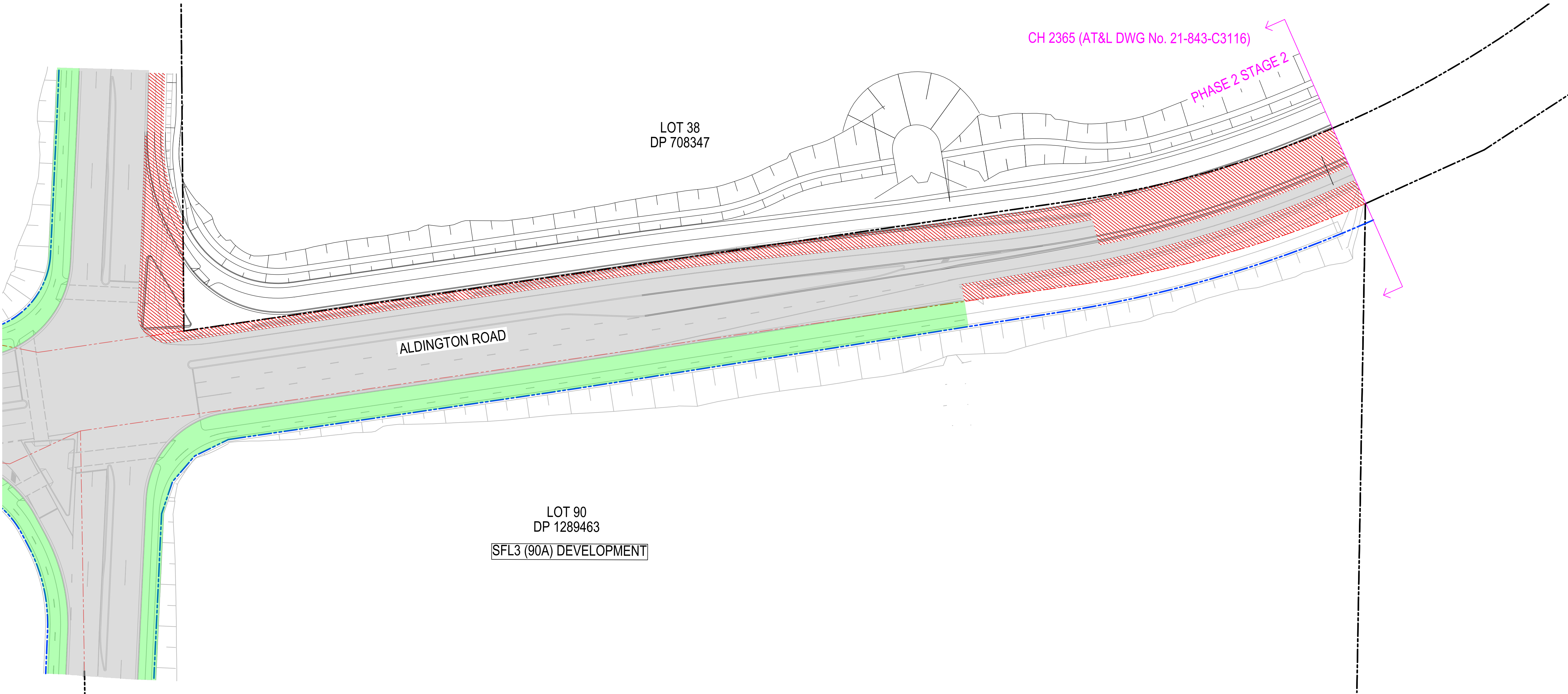
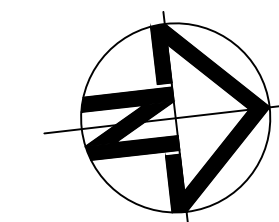
Project - Drawing No.

21-843-SKC355

Issue

P3

A1



LAYOUT PLAN
1:500

CONCEPT

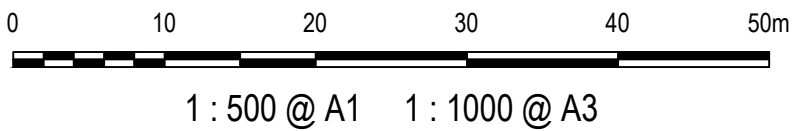
INTERIM DESIGN MAY BE STAGED AND DELIVERED
TO SUIT TIMING OF LAND DEDICATION

LEGEND

- | | | | |
|-----|---------------------------------|---------------------------------------|--|
| --- | EXISTING BOUNDARY | PHASE 2 PAVEMENT | |
| --- | PHASE 2 PAVEMENT | PARTIALLY COMPLETED OR ABORTIVE WORKS | |
| --- | EXISTING EASEMENT BOUNDARY | PERMANENT VERGE | |
| --- | EXISTING BOUNDARY TO BE REMOVED | STORMWATER PIT | |
| --- | PROPOSED BOUNDARY | STORMWATER PIPE | |
| --- | PAVEMENT REMAINING | | |

P3	FOR INFORMATION	04-11-24
P2	FOR INFORMATION	30-07-24
P1	FOR INFORMATION	29-07-24
Issue	Description	Date

KEY PLAN



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Height Datum

AHD



Project

ALDINGTON ROAD
KEMPS CREEK
MAMRE ROAD PRECINCT

Title

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ABORTIVE WORKS

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Tel: 02 9439 1777
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21-843-SKC356

Issue

P3