ANNEXURE B

Amendment Deed

327-335 Burley Road, Horsley Park 2175

Environmental Planning and Assessment Act 1979

Minister for Planning (ABN 38 755 709 681)

CSR Building Products Limited (ACN 008 631 356)

DJ S A

S:4822065_3 BNF

Page 3 of 102 pages

Table of contents

1.	Definitions and interpretation	3
2.	Amendments	3
3.	Effective Date	5
4.	Remaining Provisions Unaffected	6
5.	Registration on title	6
6.	Evidence of registration	6
7.	Expenses and Stamp Duty	7
8.	Governing Law and Jurisdiction	7
9.	Counterparts	7

This deed is dated

Parties:

Minister

Minister for Planning (ABN 38 755 709 681) of Level 15, 52 Martin Place, Sydney, New South Wales 2000

21 APRIL 2017

Developer

CSR Building Products Limited (ACN 008 631 356) of Trinity 3, 39 Delhi Road, North Ryde, NSW 2113

Introduction:

- A The Minister and the Developer are parties to a Principal Planning Agreement in relation to the Development dated 20th November 2015 (the **Principal Planning Agreement**) under which the Developer agreed to make Development Contributions on the terms set out in the Principal Planning Agreement.
- **B** The parties wish to amend the Principal Planning Agreement in the manner set out in this deed. This deed will apply to the Development on the Land (including development pursuant to Development Application DA893.1/2013).

It is agreed:

1. Definitions and interpretation

- (a) Words which are defined in the Principal Planning Agreement and which are used in this Deed have the same meaning in this Deed as in the Principal Planning Agreement, unless the context requires otherwise.
- (b) The provisions of clause 1.2 of the Principal Planning Agreement forms part of this Deed as if set out at length in this Deed.

2. Amendments

The Principal Planning Agreement is amended as follows:

(a) **Clause 1.1 Definitions** is amended to include the following additional definitions:

Actual Cost means:

- i. the final certified contract cost of the Road Works inclusive of variations following compliance with all of the Developer's obligations under the WAD; and
- ii. other costs (not exceeding in total an amount that is 15% of the amount in paragraph
 (i) above) reasonably incurred in the carrying out of the Road Works and paid by the Developer to third parties for the following:
 - i. design of the Road Works, project management, fees, investigations, consultant fees, studies or reports specifically required for the Road Works;

Page 5 of 102 pages



- ii. any licence, approval, authority, permit or permission specifically required to be obtained for or in relation to the carrying out of the Road Works; and
- iii, other matters only where the approval of the Minister to the inclusion of such costs has been given in writing to the Developer.

Construction Certificate has the same meaning as in the Act.

Contamination has the same meaning given to it in the Contaminated Land Management Act 1997 (NSW) and includes asbestos and lead.

Costs means any loss, cost, fee, charge, expense, Tax, rate, fine, penalty or debts including those in connection with advisors and any compensation payable to any person in accordance with the law.

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

Estimated Cost Cap means the sum of One Million Four Hundred Thousand dollars [\$1,400,000].

Excess Stage 1 Contributions Credit has the meaning given to it in clause 2.4(b) of Schedule 4.

Final Reconciliation has the meaning given to that expression in clause 2.4(a) of Schedule 4.

Handover means to handover ownership and control of a part or the whole of the Road Works in accordance with the WAD.

Practical Completion means the Practical Completion of the Road Works in accordance with the WAD.

Remediation has the meaning given to it in *State Environmental Planning Policy No.* 55 – *Remediation of Land* and **remediate** has a corresponding meaning.

Roads Authority has the meaning given to it in the Roads Act 1993 and includes RMS and Fairfield City Council.

Road Works means the improvement works to Old Wallgrove Road, generally in accordance with the Calibre Consulting plans titled "CSR Horsley Park – Old Wallgrove Road Widening – Road & Drainage Design for Road Act Approval" project number 15-001115.15.16 for drawing number 001 revision 03, drawing number 002 revision 03, drawing number 003 revision 03, drawing number 101 revision 03, drawing number 102 revision 03, drawing number 201 revision 03, drawing number 301 revision 03, drawing number311 revision 03, drawing number 501 revision 03, drawing number 502 revision 03, drawing number 401 revision 03, drawing number 601 revision 03, drawing number 602 revision 03, drawing number 710 revision 03, drawing number 801 revision 03, drawing number 811 revision 03, drawing number 821 revision 03, drawing number 901 revision 03, drawing number 901 revision 03, drawing number 811 revision 03, drawing number 821 revision 03, drawing number 901 revision 03, drawing number 901 revision 03, drawing number 910 revision 03 and drawing number 911 revision 03 at Annexure C.

Road Works Offset has the meaning given to the expression in clause 2.3 of Schedule 4 of this Deed.

Page 6 of 102 pages

RMS means the Roads and Maritime Services ABN 76 236 371 088, a NSW Government agency and corporation constituted under section 46 of the Transport Administration act 1988 (NSW).

Standard Instrument means the *Standard Instrument (Local Environmental Plans) Order* 2006 as at the date of this Deed.

Stage 1 Contribution Amount has the meaning given to it in clause 1(b) of Schedule 4.

WAD means a Works Authorisation Deed (or such equivalent deed or agreement) entered into by the Roads Authority and the Developer:

- i. regarding the design and construction of the Road Works and their Handover to the Roads Authority by the Developer; and
- ii. consistent with the terms of this deed.
- (b) A new clause 4.4 is inserted as follows:

4.4 Road Works Contribution

The Developer must provide:

- (a) the Road Works to the Minister in accordance with clause 2 of Schedule 4 to this deed
- (b) If the value of the Road Works calculated in accordance with clause 2.3 of Schedule 4 to this deed (:
 - i. exceed the Stage 1 Contribution Amount following a Final Reconciliation by the Minister in accordance with clause 2.4 of Schedule 4 to this deed, the Developer will be entitled to an Excess Stage 1 Contributions Credit in accordance with clause 2.4(b) of Schedule 4 to this deed; or
 - ii. is less than the Contribution Amount for Stages 1 or 2 of the Development (being whichever stage the Developer has elected to apply the Road Works Offset) following a Final Reconciliation by the Minister in accordance with clause 2.4 of Schedule 4 to this deed, the Developer must pay the outstanding balance of the Stage 1 or Stage 2 Contribution Amount (as relevant) to the Minister as a cash contribution in accordance with clause 2.4(d) of Schedule 4 of this deed.
- (c) Schedule 4 is replaced with the Schedule contained in Schedule 1 to this Deed.
- (d) Schedule 5 is replaced with the Schedule contained in Schedule 2 to this Deed.
- (e) A new Annexure C is inserted as per the plans contained in Schedule 3 to this Deed.

3. Effective Date

This Deed takes effect, and the parties agree to be bound by the Principal Planning Agreement as amended by this Deed, from the date of this Deed (the **Effective Date**).

Page 7 of 102 pages

4. Remaining Provisions Unaffected

- (a) Except as specifically amended by this deed, all terms and conditions of the Principal Planning Agreement remain in full force and effect. With effect from the Effective Date (as defined in clause 3), the Principal Planning Agreement as amended by this Deed is to be read as a single integrated document incorporating the amendments effected by this deed.
- (b) The Parties agree that for the purpose of ease of understanding and administration, the conformed copy of the Principal Planning Agreement at Annexure A of this deed comprises the Principal Planning Agreement as varied by this deed.

5. Registration on title

- (a) Within 10 Business Days of receiving a copy of this deed executed by the Minister, the Developer at its own expense is to take all practical steps and otherwise do anything reasonably necessary to procure:
 - i. the consent of each person, as required by the Registrar-General, who:
 - i. has an estate or interest in the Land registered under the Real Property Act; or
 - ii. is seized or possessed of an estate or interest in the Land,

to the registration of this deed on title and to the terms of this deed; and

- iii. the execution of any documents; and
- iv. the production of the relevant certificates of title;
- v. the lodgement of this deed in a registrable form at the Land and Property Information for registration by the Registrar-General in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.
- (b) The Developer will take all practical steps and otherwise do anything reasonably necessary to procure the registration of this deed within three months of the date of this deed in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real property Act, including promptly responding to any requisitions made by the Registrar-General in respect of this deed and/or any ancillary documents.

6. Evidence of registration

- (a) The Developer must provide the Minister with evidence of the lodgement of this deed pursuant to clause 5 within 10 Business Days of such lodgement at the Land and Property Information.
- (b) The Developer will provide the Minister with a copy of the relevant folio of the Register and a copy of the registered dealing within 10 Business Days of registration of this deed.

Page 8 of 102 pages

7. Expenses and Stamp Duty

- (a) The Developer must pay its own and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (d) The Developer must provide the Minister with bank cheques in respect of the Minister's costs pursuant to clauses 7(a) and (b):
 - i. where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
 - ii. where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

8. Governing Law and Jurisdiction

This Deed is governed by the laws of New South Wales. In relation to it and related noncontractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

9. Counterparts

This deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

Page 9 of 102 pages

SCHEDULE 1

Schedule 4

Development Contributions (clause 4)

1. Development Contributions

(a) The Developer undertakes to provide the Development Contribution in the manner set out in the table below:

Road Works The Developer must carry out and complete the Road Works in clauses 2.1 and 2.2 of Schedule 4.	In accordance with the process set out in clause 2 of this Schedule 4.
Monetary ContributionThe Developer must pay a cash contribution to the Minister in the amount of \$182,898 per hectare of NDA of the Development towards the provision of regional transport infrastructure and services (subject to and adjusted in accordance with clause 2.4 of Schedule 4) in accordance with clause 3.1 of this Schedule 4.	Pursuant to clause 5 of this Schedule 4.

- (b) The parties agree that the Developer may apply any Road Works Offset in partial or full satisfaction of its obligation to pay a Contribution Amount for Stage 1 or Stage 2 of the Development as set out in clause 4.4 of this Schedule 4.
- (c) The Developer undertakes and agrees to carry out Development in accordance with the Stage of Development Plan.

2. Road Works

2.1 Conditions to Commencement of Road Works

Prior to commencement of the Road Works, the Developer must:

(a) provide evidence to the Minister that it has obtained Development Consent for the Road Works;

Page 10 of 102 pages

- (b) enter into a WAD with the Road Authority, on such terms and conditions as are:
 - (i) consistent with the requirements of this deed, including this Schedule 4; and
 - (ii) acceptable to the Road Authority and the Minister,
- (c) provide a copy to the Minister of the executed WAD to carry out the Road Works; and
- (d) provide evidence to the Minister of the security provided for the Road Works under the WAD having regard to the requirements of clause 2 of Schedule 5 of this deed.

2.2 Timing of Road Works

- (a) The Developer must complete the Road Works in accordance with the WAD and by no later than the issue of a Construction Certificate, Complying Development Certificate or Subdivision Certificate for any part of the Development within Stage 2 of the Development.
- (b) Notwithstanding clause 2.2(a) the Developer will not be required to complete the Road Works prior to the issue of any Construction Certificate or Complying Development Certificate for Subdivision Works in any part of the Development.

2.3 Road Works Offset

- (a) Unless otherwise agreed with the Minister, within 3 months of the Road Works achieving Practical Completion, the Developer must provide to the Minister documentation that evidences the Actual Cost of the Road Works (Offset Documentation). The Offset Documentation is to include an independent certification of the Actual Cost from an independent quantity surveyor engaged by the Developer who is a member of the Australian Institute of Quantity Surveyors or an independent chartered professional engineer engaged by the Developer who is a member of Engineers Australia.
- (b) Within 3 months of the Offset Documentation being provided to the Minister, the Minister, acting reasonably, is to notify the Developer of the amount of the approved cost of the Road Works (Road Works Offset) under this deed having regard to the Estimated Cost Cap and Actual Cost of the Road Works.
- (c) The parties agree that, for the purpose of clause 2.3(b) of this Schedule 4, where:
 - the Actual Cost is greater than the Estimated Cost Cap, the Minister will give a Road Works Offset for the value of the Estimated Cost Cap (or any revised figure approved under clause 2.3(e)); and
 - the Actual Cost is lower than the Estimated Cost Cap, the Minister will give a Road Works Offset for the value of the Actual Cost.
- (d) The Developer acknowledges and agrees that it will not be entitled to any Road Works Offset in circumstances where the Roads Authority has exercised its step in rights under the WAD or the Developer otherwise fails to provide the Road Works pursuant to the WAD.
- (e) If the cost of the Road Works exceeds the Estimated Cost Cap, the Parties agree that within three months of the Road Works achieving Practical Completion, the Developer may submit to the Minister in writing:

Page 11 of 102 pages

- (i) the reasons for the exceedance; and
- (ii) a recommendation for a revised Estimated Cost Cap.
- (f) The Minister may or may not, at the Minister's absolute discretion, agree in writing to an increase in the Estimated Cost Cap as a consequence of receiving written notification under clause 2.3(e).
- (g) If the Minister elects to agree to an increase under clause 2.3(e), despite anything else in this Deed, the Estimated Cost Cap is set at the increased monetary amount so determined in writing by the Minister.

2.4 Road Works Offset Credit

- (a) This clause 2.4(a) applies where the Developer seeks to apply the Road Works Offset in full or partial satisfaction of its obligation to pay the Development Contribution relating to Stage 1 of the Development in accordance with clause 3.1 of this Schedule (Stage 1 Contribution Amount).
 - (i) The Parties agree that the Developer will issue a written notice to the Minister of the Developer's intention to apply any Road Works Offset to the Stage 1 Contribution Amount (Offset Notice) and on receipt of the Offset Notice, the Minister will undertake a final reconciliation to calculate the difference between the Stage 1 Contribution Amount due and the Offset Amount (Stage 1 Final Reconciliation).
 - (ii) Where the Stage 1 Final Reconciliation indicates that the value of the Offset Amount exceeds the Stage 1 Contribution Amount, then the Developer will be entitled to a credit for the amount that the value of the Offset Amount exceeds the Stage 1 Contribution Amount (Excess Stage 1 Contributions Credit) in accordance with clause 2.4(a)(iii) of this Schedule 4.
 - (iii) Any Excess Stage 1 Contributions Credit which has been generated under this deed shall be used to satisfy (in whole or in part) the Developer's obligation to pay the Development Contribution relating to Stage 2 of the Development in accordance with clause 1 and clause 3.1 of this Schedule 4.
 - (iv) Where the Final Reconciliation indicates that the value of the Offset Amount is less than the Stage 1 Contribution Amount, then the Developer must pay the balance as a cash contribution to the Minister within 10 Business Days of receiving a notice from the Minister notifying the Developer of the outstanding Stage 1 Contribution Amount.
- (b) This clause 2.4(b) applies where the Developer:
 - (i) has not applied any Road Works Offset in relation to Stage 1 Contribution Amount;
 - (ii) is not in breach of its obligations to pay the Stage 1 Contribution Amount; and
 - seeks to apply to the Road Works Offset in full or partial satisfaction of its obligation to provide a monetary contribution for Stage 2 of the Development in accordance with clause 3.1 (Stage 2 Contribution Amount)

Page 12 of 102 pages

- (A) The Parties agree that the Developer will issue a written notice to the Minister of the Developer's intention to apply any Road Works Offset to the Stage 2 Contribution (Offset Notice) and on receipt of Offset Notice, the Minister will undertake a final reconciliation to calculate the difference between the Stage 2 Contribution Amount due and the Offset Amount (Stage 2 Final Reconciliation).
- (B) Where the Stage 2 Final Reconciliation indicates that the value of the Offset Amount is less than the Stage 2 Contribution Amount, then the Developer must pay the balance as a cash contribution to the Minister within 10 Business Days of receiving a notice from the Minister notifying the Developer of the outstanding Stage 2 Contribution Amount.

3. Monetary Contributions

3.1 Payment of Monetary Contributions

(a) For the purposes of this Schedule, Net Developable Area, means the area of land, in hectares, of a part of the Land as defined and determined in accordance with the Net Developable Area Plan.

Stage of Development	Development Contribution	Value	Timing
1	Contribution Amount - Cash contribution towards provision of regional transport infrastructure and services	\$914,490 (being the Net Developable Area of Stage 1 (5.0 ha) x \$182,898) subject to clauses 2.4 and 4 of Schedule 4.	Pursuant to clause 5 of this Schedule 4.
2	Contribution Amount - Cash contribution towards provision of regional transport infrastructure and services	\$3,059,883.54 (being the Net Developable Area of Stage 2 (16.73ha) x \$182,898) subject to clauses 2.4 and 4 of Schedule 4.	Pursuant to clause 5 of this Schedule 4
3	Contribution Amount – Cash contribution towards provision of regional	\$680,380.56 (being the Net Developable Area of Stage 3	Pursuant to clause 5 of this Schedule 4

(b) The Developer undertakes to provide the following Development Contribution to the Minister in the manner set out in the table below:

Page 13 of 102 pages

transport infrastructure and services	(3.72ha) x \$182,898) subject to clause 4 of Schedule 4.	
--	---	--

(c) The Minister and Developer acknowledge and agree that the sum of the Contribution Amounts form the Development Contribution under this deed in addition to the carrying out of the Road Works.

4. Calculation of the indexed value of a Contribution Amount

(a) On each CPI Adjustment Date, the value of the Contribution Amount for a Stage of Development in the table in clause 3.1(b) is to be adjusted by multiplying that amount payable by an amount equal to the Current CPI divided by the Base CPI.

5. Payment of Contribution Amounts

- (a) The Developer must pay to the Minister or the Minister's nominee the Contribution Amount in respect of a Stage of Development:
 - (i) before any Subdivision Certificate or Construction Certificate is issued for any part of the Development in that Stage of Development;
 - (ii) if any part of the Development is to be carried out without the need for a Subdivision Certificate or a Construction Certificate, then both;
 - (A) before that Development is commenced in that Stage of Development; and
 - (B) before any application for a Complying Development Certificate is made in respect of that Development in that Stage of Development;

whichever is earlier.

- (b) Notwithstanding clause 5(a) the Developer will not be required to pay any Contribution Amount in respect of a Stage of Development prior to the issue of:
 - (i) any Subdivision Certificate for Super Lot Subdivision; or
 - (ii) any Construction Certificate or Complying Development Certificate for Subdivision Works.
- (c) Notwithstanding clause 5(a) the Developer will not be required to pay any Contribution Amount in respect of a Stage of Development prior to the issue of any Construction Certificate or Complying Development Certificate or for Exempt Development for the Brickworks Operations.
- (d) The parties agree that the requirement to make a payment under this clause is a restriction on the issue of the relevant Subdivision Certificate within the meaning of section 109J(1)(c1) of the Act.

Page 14 of 102 pages

(e) The parties agree that the requirement to make a payment under this clause is a restriction on the issue of the relevant Construction Certificate within the meaning of section 109F(1) of the Act and clause 146A of the Regulation.

SCHEDULE 2

Schedule 5

Security Terms (clause 5.1)

1. Security for Development Contribution

- (a) In order to secure the payment or performance of the Development Contribution the Developer has agreed to provide security in the form of Bank Guarantees.
- (b) The Bank Guarantee must:
 - (i) name the "Minister for Planning" and the "Department of Planning and Environment ABN 38 755 709 681" as the relevant beneficiaries; and
 - (ii) not have an expiry date.

2. Bank Guarantee for Road Works

- (a) In order to secure the carrying out of the Road Works in accordance with Schedule 4 of this deed and the WAD the Developer has agreed to provide security in accordance with this Schedule 5.
- (b) If, upon execution of this deed, the Developer has:
 - (i) entered into a WAD with the Roads Authority in relation to the Road Works;
 - provided security to the Roads Authority for the Estimated Cost Cap of the Road Works under the WAD or such other figure to the satisfaction of the Roads Authority; and
 - satisfied the Minister, in the Minister's absolute discretion, as to the adequacy of the security provided to the Roads Authority for the Road Works including providing all information reasonably required by the Minister regarding the security provided under the WAD,

the Minister will accept the security provided under the WAD as security for the performance of the Developer's obligation under Schedule 4 of this deed to carry out the Road Works, and will provide written notification to the Developer of the Minister's position under this clause 2(a) within 20 Business Days of receiving all required information from the Developer regarding the security provided under the WAD.

- (c) If, upon execution of this deed, the Developer has not entered into a WAD with the Roads Authority in relation to the Road Works, the Developer must provide a Bank Guarantee to the Minister for the Estimated Cost Cap of the Road Works (the Road Works Bank Guarantee), to secure its obligation to carry out the Road Works.
- (d) If, following execution of this deed, the Developer;

Page 16 of 102 pages

- (i) enters into a WAD with the Roads Authority in relation to the Road Works in accordance with this deed;
- provides security to the Roads Authority for the Estimated Cost Cap of the Road Works under the WAD; and
- satisfies the Minister, in the Minister's absolute discretion, as to the adequacy of the security provided to the Roads Authority for the Road Works including providing all information reasonably required by the Minister regarding the security provided under the WAD,

the Minister will accept the security provided under the WAD as securing the performance of the Developer's obligation under Schedule 4 of this deed to carry out the Road Works, and will provide written notification to the Developer of the Minister's position under this clause 2(c) within 20 Business Days of receiving all required information from the Developer regarding the security provided under the WAD.

- (e) Where clause 2(d) of this Schedule 5 applies, the Minister will return the Road Works Bank Guarantee provided by the Developer under clause 2(b) of this Schedule 5 within 20 Business Days of the Minister notifying the Developer of the Minister's acceptance of the security provided under the WAD.
- (f) If the Developer does not satisfy the Minister as to the adequacy of the security provided for the Roads Works under the WAD in accordance with clause 2(b) or clause 2(c) of this Schedule 5, then:
 - the Developer will be required to provide a Bank Guarantee for the difference between the amount of the security provided under the WAD and the Estimated Cost Cap of the Road Works (the **Top Up Road Works Bank Guarantee**);
 - (ii) upon receipt of the Top Up Road Works Bank Guarantee required by the Minister under clause 2(f)(i) of this Schedule 5, the Minister will accept that Top Up Road Works Bank Guarantee and the security provided under the WAD as securing the performance of the Developer's obligation under Schedule 4 of this deed to carry out the Road Works; and
 - the Minister will return the Road Works Bank Guarantee provided under clause 2(c) of this Schedule 5 to the Developer within 10 Business Days of receiving the Bank Guarantee under clause 2(f)(i) of this Schedule 5.

3. Claims under a Bank Guarantee for Road Works

- (a) The Minister may call upon the Road Works Bank Guarantee or Top Up Road Works Bank Guarantee provided in accordance with clause 2(c) and 2(f) of this Schedule 5 where the Developer has failed to complete the Road Works in accordance with Schedule 4 of this deed and retain and apply such monies towards:
 - (i) achieving performance of the Road Works; and
 - the Costs incurred by the Minister in rectifying any default by the Developer under this deed.

Page 17 of 102 pages

- (b) Prior to calling upon a Bank Guarantee(s) the Minister must give the Developer not less than 10 Business Days written notice.
- (c) If:
 - (i) the Minister calls upon a Bank Guarantee(s); and
 - (ii) applies all or part of such monies towards the Costs incurred by the Minister in rectifying any default by the Developer under this deed; and
 - (iii) has notified the Developer of the call upon the Bank Guarantee(s) in accordance with clause 3(b) of this Schedule 5,

then the Minister may request that the Developer provide an additional Guarantee(s) to secure performance of the Developer's obligations under this Deed in accordance with clause 4 of this Schedule 5.

4. Right to Call for Additional Security

- (a) Notwithstanding clause 2 of this Schedule 5, if the Minister, acting reasonably, at any time considers that an additional Bank Guarantee(s) is required to secure the Developer's obligations under this deed, the Developer must provide such additional Bank Guarantee(s) for the amount specified by the Minister within 10 Business Days of a written request by the Minister and clauses 3 and 5 of this Schedule 5 apply.
- (b) Without limiting the operation of clause 4(a) of this Schedule 5, the Minister may require the Developer to provide a Bank Guarantee for an amount determined by the Minister if it becomes apparent to the Minister that the value of the Development Contribution to be provided under this deed will be less than the Contribution Amount.

5. Release of Road Works Bank Guarantee(s)

- lf:
- (a) the Developer has satisfied all of its obligations under this deed secured by a Road Works Bank Guarantee or Top Up Road Works Bank Guarantee; and
- (b) the whole of the monies secured by the Road Works Bank Guarantee or Top Up Road Works Bank Guarantee have not been expended and the monies accounted for in accordance with clause 3 of this Schedule 5,

then the Minister will promptly return the Road Works Bank Guarantee or Top Up Road Works Bank Guarantee (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Bank Guarantee(s) (as the case may be), to the Developer.

6. Bank Guarantee for Stage of Development

- (a) At the time the Developer signs this deed, the Developer undertakes to provide a Bank Guarantee to the Minister having a face value amount of \$20,000 (Base Bank Guarantee) in order to secure the payment of the Development Contribution for Stages 2 and 3.
- (b) Prior to applying for any Construction Certificate or Complying Development Certificate for Subdivision Works in respect of Stages 2 and/or 3 of Development, the Developer

Page 18 of 102 pages

undertakes to provide a Bank Guarantee to the Minister for a face value equivalent to the Contribution Amount for that Stage of Development in order to secure the payment of the Development Contribution as it relates to that Stage of Development (Stage of Development Bank Guarantee).

- (c) From the date of execution of this Deed until the date the Developer pays the Contribution Amount for a Stage of Development the Minister will be entitled to retain the Bank Guarantee for a Stage of Development subject to clause 4 below.
- (d) From the date of execution of this deed until the date that the Developer has provided the Development Contribution for Stages 2 and 3 in full, the Minister will be entitled to retain the Base Bank Guarantee subject to clause 4 below.

7. Claims under Stage of Development Bank Guarantees

- (a) The Minister may:
 - (i) call upon the Stage of Development Bank Guarantee or the Base Bank Guarantee where the Developer has failed to pay a Contribution Amount for Stages 2 and/or 3 of Development on or after the date for payment under this deed; and
 - (ii) retain and apply such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon the Stage of Development Bank Guarantee or Base Bank Guarantee the Minister must give the Developer not less than 10 Business Days written notice of his or her intention to call on the Stage of Development Bank Guarantee or Base Bank Guarantee.
- (c) If:

4

- (i) the Minister calls upon the Base Bank Guarantee; and
- (ii) applies all or part of such monies towards the Contribution Amount in respect of Stages 2 and/or 3 of Development and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed; and
- (iii) has notified the Developer of the call upon the Base Bank Guarantee in accordance with clause 2(b) of this Schedule 5,

then the Developer must provide to the Minister a replacement Base Bank Guarantee to ensure that at all times until the date that the Base Bank Guarantee is released in accordance with clause 8 of this Schedule, the Minister is in possession of a Base Bank Guarantee for a face value equivalent to \$20,000.

8. Release of Bank Guarantees

- (a) If:
 - the Developer paid the Contribution Amount for Stages 2 and 3 Development and has satisfied all of its obligations under this deed secured by the Bank Guarantee for that Stage of Development; and

Page 19 of 102 pages

 the whole of the monies secured by the Stage of Development Bank Guarantee has not been expended and the monies accounted for in accordance with clause 3 of this Schedule 5,

then the Minister will promptly return the Stage of Development Bank Guarantee (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Stage of Development Bank Guarantee (as the case may be), to the Developer.

(b)

If:

- (i) the Developer paid the Development Contribution and has satisfied all of its obligations under this deed secured by the Base Bank Guarantee; and
- the whole of the monies secured by the Base Bank Guarantee has not been expended and the monies accounted for in accordance with clause 2 of this Schedule 5,

then the Minister will promptly return the Base Bank Guarantee (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Base Bank Guarantee (as the case may be), to the Developer.

Page 20 of 102 pages

Page 19 of 21

SCHEDULE 3

Annexure C

Page 21 of 102 pages

CSR HORSLEY PARK - OLD WALLGROVE ROAD calibre 001 GENERAL NOTES & LEGEND 002 GENERAL ARRANGEMENT PLAN 003 FUTURE WORKS PLAN DRAWING LIST No. DRAMING TITLE GENERAL 000 COVER SHEET ROAD & DRAINAGE DESIGN WIDENING

FOR ROAD ACT APPROVAL

LGA FAIRFIELD COUNCIL DA 893.1/2013 LOT 1, DP 106143 LOCALITY PLAN N.T.S. S IS

102 SEDIMENT & EROSION CONTROL NOTES & DETAILS ROAD CROSS SECTIONS 501 ACCESS ROAD CROSS SECTIONS SHEET 01 OF 02 502 ACCESS ROAD CROSS SECTIONS SHEET 02 OF 02 811 DRAINAGE LONGITUDINAL SECTIONS LINE No.01-03 INTERSECTION PLANS BOT ACCESS ROAD ALKANMENT PLAN 01 OF 02 BOT ACCESS ROAD ALKANMENT PLAN 02 OF 02 TRAFFIC MANAGEMENT 710 TURNING PATHS 910 RETAINING WALL PLAN AND LONGITUDINAL ROAD LONGTUDINAL SECTIONS 401 ACCESS ROAD LONGTUDINAL SECTION STRUCTURAL 01 TYPICAL STRUCTURAL PIT DETAILS EDIMENT & EROSION CONTROL D1 SEDMENT & EROSION CONTROL F 902 CULVERT BASE SLAB DETAIL: **521 DRAINAGE CALCULATIONS** SECTION 911 RETAINING WALL DETAILS ITE REGRADING 01 SITE REGRADING PLAN INGINEERING PLAN 01 ENGINEERING PLAN **311 LINEMARKING PLAN** 01 CATCHMENT PLAN **DRAINAGE**



Drawing No.: Revision: 000 03

RAA

Project No.: 15-001115.15-16

Page 22 of 102 pages

GENERAL NOTES			LEGEND		
GENERAL	ROADWORKS	OESCRIPTION STORMWATER PIPELINF	0	EXISTING PUTURE	I I
GLEADART OF CARRIED OUT IN ACCORDANCE WITH FANDRELD COUNCIL'S ENGINEERING DESIGN AND	PLASTREAMING AND				
		STORMWATER DRAINAGE PITS	1 1 1	おおいます	14 5
G2 NUSPECTIONS BY CERTIPMICA JUTHORITY ARE REQUIRED AT THE FOLLOWING STAGES AND THE WORKS APPROVED PRIOR TO CONTINUANCE OF ANY FUTURE WORK.	R2 SUBSOIL DRAINS TO BE PROVIDED ON BOTH SIDES OF ROMOS (DXCBPT WHERE THERE IS STORMMATER DRAININGE)	DRAINAGE LINE No. 3 DRAINAGE PIT No. 10	3/10		ŵ
(A) FOLLOWING INSTALLATION OF EROSION AND SEDMENT CONTROL STRUCTURESMEASURES.	R3. 150 X SH JG GALVANISED STEL KEPB OVILETS TO SE PA GED IN ALL KEPB TYPES ON LOW SIDE OF LOTS. PROVIDE SUITABLE ADAPTIOR TO ALLOW CONNECTION OF SO AM DAMETER STORMWATER PRE.	CONCRETE HEADWALL	ĭ	Ì	Ŷ
(B) PRICINE TO EXAGNILIZING FIPELINIES, SUBSICIL ENVANIS AND DAMS. (C) PRICINE TO CARSTING OF PITS AND OTHER CONCIDEETE STRUCTURES, INCLUDING KERB AND GUTTER BUT	R4, LIPLESS PERAMBULATOR CAOSSINGS ARE TO BE PROVIDED IN ALL (GEB RETURNS AND WHERE REQUIRED BY COUNCH.	SUBSOIL DRAIN	-22		
FOLLOWING PLACEMENT OF FOOTINGS, FORMMORY, AND REANFORDERINT, . (D) PRIOR TO PLACEMENT OF SUB BASE AND ALL SUBSEQUENT PAPEMENT LAVERS, A PROOF ROLLER TEST	R5. SERVICE CONDUTS TO BE PLACED AS DIRECTED BY ALL PUBLIC UTLITY AUTHORITES INCLUDING INTEGRAL. ENERGY, TIELLITM, MND STORIETY MANTER	150mm KERB AND GUTTER	R&G	EXIST K&G PUT K&G	880
UF EXAMPRICATENT LATER'S INSTALLING. (E) FORMWORKS FRART TO FOURING CONDELE IN FARKING AFEA FOR FOOTPATH CROSSING AND OTHER ASCONATENT WORK	PEC. PERCPASED UTLIFES AND SERVICES CROSSING EXISTING ROLDS SHALL BE PROVIDED FOR USING A TRENCHLESS TEXTURDED SO NAME TO DAMAGE THE EXISTING SLIFF ACE. ALL SERVICE CONDUT'S JUDER ROLDS MUST BE I JAN TO A MAINE AND FETURE FETOR FETOR STATE CONDUT'S JUDER ROLDS MUST BE I JAN TO A MAINE AND FETURE FETOR FETOR STATE CONDUTIS JUDER ROLDS MUST BE	ROUL KERB AND GUTTER	ž	EXIST. RK PUT. RV	ž
(F) PRIOR TO BACKFILLING PUBLIC UTLITY CROSSINGS IN ROAD RESERVES.	R7. CORFECTEROPTION TO A TOTAL TOTA	KERB ONLY	2 X	EXIST KO PUT.XO	R
(G) FINAL INSPECTIONS AFTER ALL WORKS ARE COMPLETED AND WORKS AS EXECUTED PLANS HAVE BEEN SUBMITTED TO COUNCIL,	U ILI INSCRIAGE AND SINGUATING DIFFELLING. R8. ALL TEMPORARY ROADS MIST BE TEMPORARY S'EAGE WITH A SINGLE COAT FLUEN SEAL.	EDGE STRIP	ES	EXIST, ES FUT, ES	10
G5 NO TREES ARE TO BE REMOVED UNLESS APPROVALIS 3704/TED BY COUNCILS LANDSCAPE COMPLANCE OFFICER OR AS ALTHORED BY DEPELOMMENT CONSENT.	R9. ALL PERMANENT ROADS MUST DE GEALED WITH A SINGLE COAT FLUEN GEAL AND 50 MM OF AC TO BE R9 ALLED TIMPO SCH MICKLUMER FLEMAL LOLANGER TO BE AC TO AND IS TO BE BONDED WITH POOL MARK AND THE R000 AND	MOUNT ABLE KERB	MK	EXIST MK PUT MK	¥.
64. MARE SMOOTH JUNCTRONS WITH EXETING WORKS.65. NO WORK IS TO BE CARREND OT CAN DOTIVICE. REOPERATIVE AND ONLING PROPERTIES WITHOUT THE WRITTEN	NO NAME AND TO AND A TO AND A I.G. SAUSTIPPED AND A TO AND AND AND AND AND AND AND A TO AND A TO A TO AND A TO	DISH CROSSING	22	EXIST DC FUT.00	8
	WETTENDER FOR AND TRAFFE CONTROL PROPERTIES IN A POSISION OF A DEVENDENT OF A DEVENDENT OF A DEVENDENT OF A DE MATERIAL SAM DEVESE FOR RAND TRAFFE CONTROL PROPERTIES. THANGE AND REARIES ON REITING IS LANDE OF RANDOLDENT SAM DATA OF A DEVENDENT OF A	VEHICULAR CROSSING	AC AC	EXIST VC RUT.VC	8
		PEDESTRIAN RAMP	¢.	1000	J.
GY ALL NUBBEN BUILDINGS, SHEUS AND FENCISS 10 BE HEMOVED 10 SKI195 AC INOV OF COUNCIL'S ENGINEER G8. COUNCIL ENGINEERS HAVE DISCRETION TO VARY, AS CONSIDERED NECESSARY, THE ENGINEERANG	PH2 STREET SMOKEN COUNCIL STANDARD MUST BE MISTALED BY THE CONTRACTOR.	EDGE OF BITUMEN	EOB EXI	EXIST, EOB PUT, EOB	8
REQUREMENTS IN RESPECT OF A PARTICULAR SUBDIVISION OR DEVELOPMENT HAVING REGARD TO THE SITE CONTEXT		ROAD PAVEMENT			_
뉟	낅	BENCHMARK		A BM 115	_
EV. EARTHANDRKS ARE TO BE CARRIED OUT TO THE SATISFACTION OF THE COUNCIL UNSUITABLE MATERNALS ARE TO EF REMOVED FROM ROADES AND DIS PROKET TO FULLING. THE CONTICUE IS TO ARANDES AND INVEC ANALIABLE COMPACTION TITETING RESULTS FOR ALL AREDS ATHAT CONTINN RELIN EXCESS OF ZOMINI.	SI, ALL PIPES TO BE SMOOT AND SCOVET, RUBBER RANG JONITED. S2. ALL LONGTICUMMAL PIPED MEST IN ROADS MUST BE LOCATED UNDER KERB AND GUTTER AND BE BACKFILLED WITH	RATTERS		76'001 1	Ę
E2 COMPACING OF EARTHMORKS SHALL CONTINUE UNTIL A DRY DENSITY RAYIO OF 95% FOR SITE FILLING AND					i B
TWA FAY MAD A PREMIN JOINED TO THE THIN A CONTRACT THAT AND A CONCERNMENT IN THE CONTRACT THE AND A CONCERNMENT ASTROBED STIC AS A CASAST IT THE CONTRACT TESTING OF EARTHMORES SHALLER MA CONCEMMENT THE CURRENTS IN ASSTROBED AND A CONTRACT THEORY OF A CASAST AND A CASASTROBED A CASA	So. Income care and the environment of the construction of the			33	£.,
WHERE IT IS PROPOSED TO USE TSS IMETHOD AST2005 55,170 DETERMINE THE FIELD DENSITY, A SWUD REPLACEMENT METHOD SHALL BE USED TO CONFIRM THE RESULTS.	S4. ALL GALLY PITS TO COUNCL'S STANDARD AND LANTES CENTRALLY PLACED AT SAGPITS	CONTOURS	01-582		i,
E3 THE SUFFACE CONJECTS OF CONTROL DRIVERS, SAUL, MARE A LERE, 1 SEPONBELTY FOR ALL FLUNG AS DEPEND IN APPOINT IN STATIS UNDERLINES, DI VERTI, WORKS, EAS, DO CONSTRUCTION, DA DE DESCURSAL DE DESCURSALES, JANO, 71 NEE DIO CT. THE MARKES, SAUL, MARKE, A LERE, 1 SEPONBERGAS CONSTRUCTION AND DE DESCURSALES, JANO, 71 NEE DIO CT. THE MARKES, SAUL, MARKE, A LERE, 1 SEPONBERGAS CONSTRUCTION DE DESCURSALES, JANO, 71 NEE DIO CT. THE MARKES, SAUL, MARKE, A LERE, 1 SEPONBERGAS CONSTRUCTION DE DESCURSALES, JANO, 71 NEE DIO CT. THE MARKES, SAUL, MARKE, A LERE, 1 SEPONBERGAS CONSTRUCTION DE DESCURSALES, JANO, 71 NEE DIO CT. THE MARKES, SAUL, MARKE, A LERE, 1 SEPONBERGAS CONSTRUCTION DE DESCURSALES, JANO, 71 NEE DIO CT. THE MARKES SAUL, LONG SCIENCE, MARKES, DA DIO DE DESCURSALES, JANO, 71 NEE DIO CT. THE MARKES SAUL, JANO, 72 NEE DIO CT. TO DE DIO DE DESCURSALES, JANO, 71 NEE DIO CT. THE MARKES SAUL, JANO, 72 NEE DIO CT. JANO, 72 NEE DIO DE DESCURSALES, JANO, 71 NEE DIO CT. THE MARKES SAUL, JANO, 72 NEE DIO CT. JANO, 72 NEE DIO DE DESCURSALES, JANO, 71 NEE DIO CT. THE MARKES SAUL, JANO, 72 NEE DIO CT. JANO, 72 NEE DIO CT. JANO, 72 NEE DIO DE DESCURSALES, JANO, 71 NEE DIO CT. JANO, 72 NEE DIO DE DESCURSALES, JANO, 71 NEE DIO CT. JANO, 72 NEE	S. ALL PITS MUST RE REPORTED AND STREAMARD. PROJODE SLIZ REINFORCEMENT MID GALVANISED STEEP ROMS MULT PITS DRAFT, ZAMERSS EARLE STREAMS MIDE TO PORTED THE MISETIO STEEP PROFESSION AND AND AND ADDRESSION STREAMS AND AND AND AND ADDRESSION STREAMS AND ADDRESSION STREAMS AND ADDRESSION ADDRESSION AND ADDRESSION ADDRESSION AND ADDRESSION ADDRESSI ADDRESSION ADDRESSION ADDR	SITE REGRADING AREA SERVICE LINES	12 - 12 - 12 - 12 - 12 - 12 - 12 - 12 -	ļ	1
	55. CONDUCTE IS TO HAVE MIMINUL CONFESSIVE STREAM THOF SOME AT A 250 M SUITESS OF REMISE APPROVED BY THE COUNCIL ENGINEET.	SEWEK, GAS, WALEK			
	S7. ALL NTEPALLOTMENT DRAMACE MUST HAVE A MINIMAM PER DAMETER OF 153 MM AND A MINIMAM GRADE OF 194 UNLESS OTHERMISE APPROVED BY THE COUNCIL ENGINEER	COMMUNICATION LINES TELSTRA, FIBRE OPTIC	• 		14
ES. ALL BATTERS ARE TO BE SCARFIED TO A DEPTH OF SOMM TO ASSIST WITH ADHESION OF TOP SOL. TO BATTER FACE.	SAL INTERALCINENT DRUNGE UNES MUST BE UND CENTRALLY WITHIN DRUNKE EXEMENTS. INSPECTION PITS MILIST BE PROVIDED AT ALL CHANGES OF GRODE AND DRECTION.	OVER HEAD LINES AND POLES	× × × 8		i,
ES. PROVIDE MINIMUM 150 MM AND WAXIMOM 300 MM TO PSOLL WITH ON FOOTFATHS, FLLED AREAS AND ALL OTHER AREAS DISTINGED DURING CONSTRUCTION TO TREGALDE AREAS TO BE STALBED WITH APPROVED VIGHTATIONAL MAXIMAN FG. 1 ADVS: AFTER TO PSOLUME AND AREA TO BE WAITERED TO FISAIPE GERANANTOM.	S5 INTERALIDING REVISED ADJUGTING REINSTALLED ATTER SYMEY WATER SEMEAKIGE LINES MARE BEEN INSTALLED WHERE SPERVISED ADJUGTING ITTERATION TO REVEAUE LINES.	SERVICE PITS TELECOM PIT, ACCESS CHAMBER, HYDRANT, STOP VALVE AIR VALVE	• • • • • • • • • • • • • • • • • • • •		
E/ THE CONTRACTOR SHALL CONTROL SEDMENTATION ENCION AND POLLUTION DIRAWAND IN PROVIDENTATION IN CONSERVATION OF SHALL CONTROL OF THE CONTROL PROSIDING CONSTRUCTION IN CONSERVATION OF SHALL CONTROL OF THE CONTROL OF THE CONSERVATION OF THE CONTROL OF THE CONTROL OF THE CONSTRUCTION OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE	S10. 15, AEP OVERLAND FLOW PATHS MUST BE FORMED AND SHOWN ON WORKS AS EXECUTED DRAWINGS.	LIMIT OF ROAD CONSTRUCTION	mmm		
	STI ALL PLAIS (BOTH DESIGN AND WAR ARE TO CLEARLY DELINEATE THE EXTENTLOCATION OF FLOOD LINES INCLUDING THE 55 APP. 75 APP AND PME.	LIMIT OF STAGE	I I I		
B. AMMANIAN HETRE WARE CONTRUST STREPT CON CHORSES RELIE PLACED REMID THE RACK OF ALL KERSEN AND OTHER CONFIGET STRATCTURES RAMEDIATELY REFERS THE CONFIGETION OF THE ROOTING TH OTHER ELEMENTS AS APPLICABLE, AND SHALL BE MAIN TAKED AND REPLACED AS RECURRED DURING THR OTHER ELEMENTS AS APPLICABLE, AND SHALL BE MAIN TAKED AND REPLACED AS RECURRED DURING THR OTHER ELEMENTS AS APPLICABLE, AND SHALL BE MAIN TAKED AND REPLACED AS RECURRED DURING THR OTHER ELEMENTS AS APPLICABLE, AND SHALL BE MAIN TAKED AND REPLACED AS RECURRED DURING THR OTHER ELEMENTS AS APPLICABLE, AND SHALL BE MAIN TAKED AND REPLACED AS RECURRED DURING THR APPLICABLE AND ADDRED AND ADDRED ADDRED ADDRED ADDRED DURING THR ADDRED	S12. ADECUART PROVISION IS TO BE MADE TO PREVAINT SCOUPING AND SETWENTATION FOR ALL DRAWAGE WORKS IN ACCORDANCE WITH COUNCULS REQUIREMENTS.	FENCE POST AND RAIL FENCE SECTION SENCE			-
	513. PTT LINTELS ARE TO BE STENCELLED WITH APPLICABLE DISTINCTION STENCE, AVAILABLE FROM COUNCIL	LOT NUMBERS	D-LOTND		
	S14 CATCH DRANS MUST BE CONSTRUCTED AS REQUIRED BY THE APPROVED PLANS OR THE FRANCIPAL CERTIFYING AUTHORITY.	TREES TO RETAIN WITHIN SUTE		-	-
SUPPERTOR: CUBRE CONSULTING D.T.M. HORSET PARK RESCHDUIL: HAR, ZSE SUPPER DUTED OF JME ZO13 D.D.M. PARKET PARK PARL D013	SIS. SOL AND WATER WAVAGARENT PLANS, MRE TO BE PREPARED FOR ALL DISTURBED BITES MID AUHERED TO AT ALL TIMES DURING THE CONSTRUCTION AND MANITEWAVE PERIODS.	TREES TO REMOVED WITHIN SITE RETAINING WALL		E C	
CG2 CONTRACTORIS TO ENSINGE THAT ALL WORKS ASSOCIATED WITH FROMERY BOUNDARES ARE TO BE SET OUT OR VERHED BY A REGISTERED SURVEYOR		ROCK WALL			
CG3. PFES UP TO 7500 SHALL RE CONSTRUCTED WITH SPROT AND SCOKET RUBBER RMG. JOHTS AND SE OF FIRE REVERSIGNED CONCRETE WMMH SHALL CONFORM RESERVED. THO THE REQUIREMENTS OF AS 4139 AND AS 405A WHERE REVERSIGNED CONCRETE PFES ARE TO RE USED, A PROPRIET ARY COLLAR'S TO SE A PPLIED OVER THE PPE, JOHTS					1
COM PRES CHEATER THAN 750A ARE TO BE CONSTRUCTED FROM SULPHATE RESISTANT CEMENT,		FOR RC	FOR ROAD ACT APPROVAL	APPRO	VAL
	Associate the second of the se	S	GENERAL NOT	GENERAL NOTES & LEGEND	
R M M CV Total Control Contron Control Contro Contron Control Contron Control Contr	ACI THE ACTION AND A TH	Callore	Rojaci II AC ON4445 45 45	Japas Matsure Dray (N.	Territoria
Have Dame (and point word office And point) Revision Details				Kee	

Page 23 of 102 pages



Page 24 of 102 pages



Page 25 of 102 pages



Page 26 of 102 pages



Page 27 of 102 pages



Page 28 of 102 pages



Page 29 of 102 pages



Page 30 of 102 pages



Page 31 of 102 pages



Page 32 of 102 pages



Page 33 of 102 pages



Page 34 of 102 pages



Page 35 of 102 pages



Page 36 of 102 pages



Page 37 of 102 pages



Page 38 of 102 pages
Amely control Manual	Desit to Statem Desits to Statem 71475: 20 minitude statem_metaleger 71.3 mm/h, Zinee 1 Read Main 1 (Kein 1) 71475: 20 minitude statem_metaleger 71.3 mm/h, Zinee 1 Read Main 1 (Kein 1) 71475: 20 minitude statem_metaleger 71.3 mm/h, Zinee 1 Read Main 1 (Kein 1) 71475: 20 minitude statem_metaleger 71.3 mm/h, Zinee 1 Fill mm/h, Zinee 1 Read Main 1 (Kein 1) 71475: 20 minitude statem_metaleger 71.3 mm/h, Zinee 1 Fill mm/h, Zinee 1 Read Read Main 1 (Kein 1) 71475: 20 minitude statem_metaleger 71.3 mm/h, Zinee 1 Provide statematicaleger 71.3 mm/h, Zinee 1 Provide statemated stat	Characteristic constant Characteristic constant <th>One stand Solutions stands per stands base Solutions stands per stands per stands base Solutions stands per s</th> <th>Due to Storm Start/Transfer Filtragt Market Transfer Filtragt Market Transfer Filtragt Due to Storm Due to Storm Team (1) Filtragt Filtragt Filtragt Due to Storm Due to Storm Market Storm(1): Attest Interstorm, Attest Filtragt Storm(1): Attest Interstorm, Attes</th> <th>Description Description Description Amount of the state of the s</th>	One stand Solutions stands per stands base Solutions stands per stands per stands base Solutions stands per s	Due to Storm Start/Transfer Filtragt Market Transfer Filtragt Market Transfer Filtragt Due to Storm Due to Storm Team (1) Filtragt Filtragt Filtragt Due to Storm Due to Storm Market Storm(1): Attest Interstorm, Attest Filtragt Storm(1): Attest Interstorm, Attes	Description Description Description Amount of the state of the s
308-64100MB01 001 Name Convectors policy Convectors policy Convectors policy Convectors	FPE (CFLIL) Name Nam Name Name	DRAINS - HYDROLOGYHYDRAULIC CALCULATION SHEET 30 YEAR ARI MINOR STORA KDAN TATING	Periodical Annual Ann	00m American Stramb, 20m J. American Stramb, 20m J.	Properties Properties Col 201 H H Col 201

Page 39 of 102 pages



Page 40 of 102 pages



Page 41 of 102 pages



page 42 of 102 pages



Page 43 of 102 pages

Page 20 of 21

Execution page

Signed , sealed and delivered for and on behalf of the Minister for Planning, in the presence of:

angen -

Signature of witness

Name of witness in full

SIGNED by BRENDAN NELSON as delegate for the Minister for Planning and Environment administering the

Environmental Planning and Assessment Act, 1979

Signature of the Minister for Planning or Delegate

Name of the Minister for Planning or delegate

LO PHT STREET, SHOWEN NSW

Address of witness

Executed for and on behalf of CSR Building Products Limited (ACN 008 631 356) by its duly appointed attorney(s) registered book 4612 no 4695 NO. 629 571 in the presence of:

Signature of witness

JILLIAN HARDIMAN

Name of witness in full

Trinit 3, 39 Delli Road, Address of witness NOAL RYOU NSW 2113

Signature of attorney

Andrée Braun Taylor

Name of attorney By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

1500 K

Signature of attorney DEBBIE JEAN SCHROEDER

Name of attorney By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

Page 44 of 102 pages

Page 21 of 21

ANNEXURE A

.

Conformed Principal Planning Agreement



Planning Agreement 327-335 Burley Road, Horsley Park 2175

Environmental Planning and Assessment Act 1979

Minister for Planning (ABN 38 755 709 681)

CSR Building Products Limited (ACN 008 631 356)

*3

Page 46 of 102 pages

Table of contents

1.	Defin	itions and interpretation3
	1.1 1.2	Definitions3 Interpretation7
2.	Oper	ation and application of this deed8
	2.1 2.2 2.3	Operation
3.	Appli	cation of sections 94, 94A and 94EF of the Act8
4.	Deve	lopment Contribution
	4.1 4.2 4.3 4.4	Developer to provide Development Contribution
5.	Inter	est9
	5.1	Interest for late payment9
6.	Enfor	cement
	6.1	Developer to provide security 10
7.	Regis	tration10
	7.1 7.2 7.3 7.4	Registration of deed10Evidence of registration10Release and discharge of deed10Landowner's interest in Land10
8.	Dispu	te Resolution11
	8.1 8.2 8.3 8.4 8.5 8.6 8.7	Not commence11Written notice of dispute11Attempt to resolve.11Mediation11Court proceedings11Not use information11No prejudice11
9.	GST	
	9.1 9.2 9.3 9.4 9.5 9.6 9.7 9.8	Definitions11Intention of the parties12Reimbursement12Consideration GST exclusive12Additional Amounts for GST12Non monetary consideration12Assumptions12No merger12
10.	Assig	nment and transfer12
	10.1 10.2	Right to assign or novate

Page 47 of 102 pages

11.	Capa	city	. 13
	11.1	General warranties	13
	11.2	Power of attorney	13
12.	Repo	rting requirement	14
13.	Gene	ral Provisions	14
	13.1	Entire deed	14
	13.2	Variation	14
	13.3	Waiver	14
	13.4	Further assurances	14
	13.5	Time for doing acts	15
	13.6	Governing law and jurisdiction	15
	13.7	Severance	
	13.8	Preservation of existing rights	15
	13.9	No merger	
	13.10) Counterparts	15
	13.11	. Relationship of parties	15
		e Good faith	
	13.13	No fetter	16
		Explanatory note	
		Expenses and stamp duty	
		o Notices	
Sched	dule 1.		18
Schee	dule 2.		20
Scheo	dule 3.		21
Scheo	dule 4.		22
Scheo	dule 5.		. 27

Page 48 of 102 pages

This deed is dated

Parties:

Minister

Minister for Planning (ABN 38 755 709 681) of Level 15, 52 Martin Place, Sydney, New South Wales 2000

Developer

CSR Building Products Limited (ACN 008 631 356) of Trinity 3, 39 Delhi Road, North Ryde, NSW 2113

Introduction:

- A The Developer owns the Land.
- **B** The Developer has made a Development Application with the Consent Authority in respect of the Land for the Development.
- **C** Clause 29 of the SEPP provides that the Consent Authority must not grant Development Consent to the Development unless the Secretary has certified in writing to the Consent Authority that satisfactory arrangements have been made to contribute to the provision of regional transport infrastructure and services referred to in clause 29 of the SEPP.
- **D** The Developer has offered to enter into this deed with the Minister to secure the Development Contribution in order to enable the Secretary to provide the certification required by the SEPP.

It is agreed:

1. Definitions and interpretation

1.1 Definitions

In this deed, unless the context clearly indicates otherwise:

Act means the Environmental Planning and Assessment Act 1979 (NSW).

Actual Cost means:

- (i) the final certified contract cost of the Road Works inclusive of variations following compliance with all of the Developer's obligations under the WAD; and
- (ii) other costs (not exceeding in total an amount that is 15% of the amount in paragraph (i) above) reasonably incurred in the carrying out of the Road Works and paid by the Developer to third parties for the following:
 - (A) design of the Road Works, project management, fees, investigations, consultant fees, studies or reports specifically required for the Road Works;
 - (B) any licence, approval, authority, permit or permission specifically required to be obtained for or in relation to the carrying out of the Road Works; and
 - (C) other matters only where the approval of the Minister to the inclusion of such costs has been given in writing to the Developer.

Page 49 of 102 pages

Address for Service means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Bank Guarantee means an irrevocable and unconditional undertaking:

- (b) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (c) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Base CPI means the CPI number for the quarter ending 31 March 2015.

Brickworks Operations means those works associated solely with the operation of the existing brick work factory on the existing industrial land only in Stage Three of the Stage of Development Plan.

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

Complying Development Certificate has the same meaning as in the Act.

Consent Authority has the same meaning as in the Act.

Contamination has the same meaning given to it in the Contaminated Land Management Act 1997 (NSW) and includes asbestos and lead.

Construction Certificate has the same meaning as in the Act.

Contribution Amount means the amount of the monetary contributions to be paid by the Developer as described in **Error! Reference source not found.**.

Costs means any loss, cost, fee, charge, expense, Tax, rate, fine, penalty or debts including those in connection with advisors and any compensation payable to any person in accordance with the law.

CPI means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician, or if that index no longer exists, any similar index that the Minister specifies, in his or her sole discretion, for the purposes of this deed.

CPI Adjustment Date means 1 July 2016 and each anniversary of 1 July 2016 thereafter.

Current CPI means the CPI number for the quarter ending immediately before 31 March in the financial year preceding the date of the relevant adjustment under clause 2(b) of **Error! Reference source not found.**

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

Developer means CSR Building Products Limited.

Development means the subdivision of the Land into approximately 14 industrial lots and 1 environmental conservation zoned lot generally in accordance with the Development Application

Page 50 of 102 pages

DA893.1/2013 which has been lodged with Fairfield City Council, and the future development of the Land for industrial purposes including (but not limited to) manufacturing, warehousing, storage and research uses, industrial retail outlets, and warehouse or distribution centres, with associated public roads and drainage.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means the contribution to be provided by the Developer in accordance with **Error! Reference source not found.**

Estimated Cost Cap means the sum of One Million Four Hundred Thousand dollars [\$1,400,000].

Exempt Development has the same meaning as in the Act.

Explanatory Note means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.

Final Reconciliation has the meaning given to that expression in clause 2.4(a) of Schedule 4.

General Register of Deeds means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

GST means any form of goods and services tax payable under the GST Legislation.

GST Legislation means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Handover means to handover ownership and control of a part or the whole of the Road Works in accordance with the WAD.

Land means the land described in Schedule 3 of this deed.

Minister means the Minister for Planning and includes the Secretary, or other officer of the Department of Planning and Environment and includes the Minister's nominee, whether nominated before or after the date of this deed.

Mediation Program means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

Net Developable Area Plan means the plan annexed and marked "B" to this Deed.

Practical Completion means the Practical Completion of the Road Works in accordance with the WAD.

Real Property Act means the Real Property Act 1900 (NSW).

Register means the Torrens title register maintained under the Real Property Act.

Regulation means the Environmental Planning and Assessment Regulation 2000 (NSW).

Remediation has the meaning given to it in *State Environmental Planning Policy No.* 55 – *Remediation of Land* and **remediate** has a corresponding meaning.

Roads Authority has the meaning given to it in the Roads Act 1993 and includes RMS and Fairfield City Council.

Road Works means the improvement works to Old Wallgrove Road, generally in accordance with the Calibre Consulting plans titled "CSR Horsley Park – Old Wallgrove Road Widening – Road & Drainage Design for Road Act Approval" project number 15-001115.15.16 for drawing number

Page 51 of 102 pages

001 revision 03, drawing number 002 revision 03, drawing number 003 revision 03, drawing number 101 revision 03, drawing number 102 revision 03, drawing number 201 revision 03, drawing number 301 revision 03, drawing number311 revision 03, drawing number 501 revision 03, drawing number 401 revision 03, drawing number 601 revision 03, drawing number 602 revision 03, drawing number 710 revision 03, drawing number 801 revision 03, drawing number 811 revision 03, drawing number 821 revision 03, drawing number 901 revision 03, drawing number 902 revision 03, drawing number 910 revision 03, drawing number 902 revision 03, drawing number 910 revision 03, drawing number 901 revision 03, drawing number 902 revision 03, drawing number 910 revision 03, drawing number 901 revision 03, drawing number 902 revision 03, drawing number 910 revision 03, drawing number 901 revision 03, drawing number 902 revision 03, drawing number 910 revision 03, drawing number 901 revision 03, drawing number 902 revision 03, drawing number 910 revision 03, drawing number 901 revision 03, drawing number 902 revision 03, drawing number 910 revision 03, drawing number 901 revision 03, drawing number 902 revision 03, drawing number 910 revision 03, drawing number 901 revision 03, drawing number 901 revision 03, drawing number 902 revision 03, drawing number 910 revision 03, drawing number 901 revision 03, drawing number 901 revision 03, drawing number 900 revision 03, drawing number 910 revision 03, drawing number

Road Works Offset has the meaning given to the expression in clause 2.3 of Schedule 4 of this Deed.

RMS means the Roads and Maritime Services ABN 76 236 371 088, a NSW Government agency and corporation constituted under section 46 of the Transport Administration act 1988 (NSW).

Satisfactory Arrangements Certificate means a certificate issued by the Secretary that satisfactory arrangements have been made to contribute to the provision of designated State public infrastructure in accordance with clause 29 of the SEPP.

Secretary means the Secretary of the Department of Planning and Environment from time to time (or nominee, whether nominated before or after the date of this deed).

SEPP means the State Environmental Planning Policy (Western Sydney Employment Area) 2009

Stage 1 Contribution Amount has the meaning given to it in clause 1(b) of Schedule 4.

Stage of Development means any stage in which Development of the Land for that stage is intended to occur as shown on the Stage of Development Plan.

Stage of Development Plan means the plan annexed and marked "B" to this Deed

Standard Instrument means the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Deed.

Subdivision Certificate has the same meaning as in the Act.

Subdivision Works means the carrying out of works in, on, under or over land only in connection with the subdivision of the Land, including the construction of roads and stormwater drainage, but which do not include the laying of slabs or floors or works in connection with a building.

Super Lot Subdivision means subdivision of the Land into two or more lots and which does not include any works or development on the Land.

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

WAD means a Works Authorisation Deed (or such equivalent deed or agreement) entered into by the Roads Authority and the Developer:

- (i) regarding the design and construction of the Road Works and their Handover to the Roads Authority by the Developer; and
- (ii) consistent with the terms of this deed.

Page 52 of 102 pages

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to legislation or a legislative provision includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) **clause headings, the introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the schedules form part of this deed;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a corporation includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (I) 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;
- (m) including and includes are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) monetary amounts are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed 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.

S:4822065_3 BNF

Page 53 of 102 pages

2. Operation and application of this deed

2.1 Operation

This deed commences on the date that this deed is signed by all the parties.

2.2 Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 93F of the Act and the parties agree on the matters set out in Schedule 1.

2.3 Application

This deed applies to:

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

3. Application of sections 94, 94A and 94EF of the Act

The application of sections 94, 94A and 94EF of the Act are excluded to the extent stated in Schedule 1.

4. Development Contribution

4.1 Developer to provide Development Contribution

The Developer undertakes to provide to the Minister, or the Minister's nominee, the Development Contribution in accordance with the provisions of **Error! Reference source not found.** to this deed.

4.2 Special Infrastructure Contribution

- (a) This clause applies where:
 - the Minister determines a special infrastructure contribution (SIC) under section
 94EE of the Act for a special contributions area that includes any part of the Land (SIC
 Determination); and
 - (ii) the SIC Determination takes effect on or after the commencement of this deed, but before the Development Contribution has been paid in full.
- (b) If the SIC Amount for a Stage of Development authorised by the relevant Development Consent is less than the Contribution Amount that would otherwise be payable under this deed for that stage, then:
 - (i) the Developer is required to pay only the SIC Amount; and
 - (ii) that amount is to be treated as the relevant Contribution Amount for the purposes of clause 5 and clauses 1(b), 2(b) and 4 of **Error! Reference source not found.**.
- (c) If the SIC Amount for a Stage of Development authorised by the relevant Development Consent is more than the Contribution Amount that would otherwise be payable under this deed for that stage, then:
 - (i) the Developer is required to pay only the Contribution Amount; and
 - (ii) that amount is to be treated as the relevant Contribution Amount for the purposes of clause 5 and clauses 1(b), 2(b) and 4 of **Error! Reference source not found.**

Page 54 of 102 pages

- (d) Clause 4.2(b) applies only to a Contribution Amount that has not been paid and is not due and payable at the time the SIC Determination takes effect. To avoid doubt, the Minister is not required to refund or reimburse any part of the Development Contribution paid before that time.
- (e) In this clause 4.2, a reference to the SIC Amount for a Stage of Development authorised by the relevant Development Consent is a reference to the amount of the monetary contribution for that stage calculated in accordance with the SIC Determination, being the amount that would have been payable if the application of section 94EF of the Act had not been excluded by this deed and the Development Consent had been granted before the SIC Determination took effect.

4.3 Acknowledgement

The Developer acknowledges and agrees that, subject to section 93E of the Act, the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose and has no obligation to repay the Development Contribution; and
- (b) in circumstances where the Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

4.4 Road Works Contribution

The Developer must provide:

- (c) the Road Works to the Minister in accordance with clause 2 of Schedule 4 to this deed
- (d) If the value of the Road Works calculated in accordance with clause 2.3 of Schedule 4 to this deed (:
 - exceed the Stage 1 Contribution Amount following a Final Reconciliation by the Minister in accordance with clause 2.4 of Schedule 4 to this deed, the Developer will be entitled to an Excess Stage 1 Contributions Credit in accordance with clause 2.4(b) of Schedule 4 to this deed; or
 - (ii) is less than the Contribution Amount for Stages 1 or 2 of the Development (being whichever stage the Developer has elected to apply the Road Works Offset) following a Final Reconciliation by the Minister in accordance with clause 2.4 of Schedule 4 to this deed, the Developer must pay the outstanding balance of the Stage 1 or Stage 2 Contribution Amount (as relevant) to the Minister as a cash contribution in accordance with clause 2.4(d) of Schedule 4 of this deed.

5. Interest

5.1 Interest for late payment

- (a) If the Developer fails to pay a Contribution Amount (as indexed in accordance with Error! Reference source not found.) due to the Minister on the due date for payment, the Developer must also pay to the Minister interest at a rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time.
- (b) Interest is payable on the daily balance of amounts due from the due date for payment of those amounts until all outstanding amounts (including interest on those amounts) have been paid to the Minister.

Page 55 of 102 pages

6. Enforcement

6.1 Developer to provide security

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by providing the Bank Guarantee to the Minister in accordance with the terms and procedures set out in Schedule 5.

7. Registration

7.1 Registration of deed

Within 10 Business Days of receiving a copy of this deed executed by the Minister, the Developer at its own expense must take all practical steps and otherwise do anything to procure:

- (a) the consent of each person, as required by the Registrar-General, who:
 - (i) has an estate or interest in the Land registered under the Real Property Act; or
 - (ii) is seized or possessed of an estate or interest in the Land,

to the registration of this deed on title to the Land and to the terms of this deed; and

- (b) the execution of any documents;
- (c) the production of the relevant certificates of title;
- (d) payment of any duty liability arising from this deed under the *Duties Act 1997* (NSW) and even if duty is not liable to be paid, presentation of this deed for marking at the Office of State Revenue; and
- (e) the lodgement and registration of this deed, by the Registrar-General in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.

7.2 Evidence of registration

The Developer must provide the Minister with a copy of the relevant folio of the Register and a copy of the registered dealing within 10 Business Days of registration of this deed.

7.3 Release and discharge of deed

The Minister agrees to do all things reasonably required by the Developer to release and discharge this deed with respect to any part of the Land upon the Developer satisfying all of its obligations under this deed in respect of that part of the Land.

7.4 Developer's interest in Land

The Developer represents and warrants that it is:

- (a) the owner of the Land; or
- (b) legally and beneficially entitled to become the owner of the Land and will become the legal and beneficial owner of the Land, prior to the date that this deed is required to be registered under clause 7.1 of this deed, and

legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 7.1(a) to assist, cooperate and to otherwise do all things necessary for the Landowner to comply with its obligations under clause 7.

Page 56 of 102 pages

8. Dispute Resolution

8.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

8.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

8.3 Attempt to resolve

On receipt of notice under clause 8.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed by them.

8.4 Mediation

If the parties do not agree within 21 Business Days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

8.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under clause 8.2 then any party which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

8.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

8.7 No prejudice

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

9. GST

9.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

Page 57 of 102 pages

9.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

9.3 Reimbursement

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

9.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are GST Exclusive. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 8.4.

9.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party under or in connection with this deed (the **GST Amount**), the Recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as Recipient of the supply, the Developer must ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a Tax Invoice to the Minister.

9.6 Non monetary consideration

Clause 9.5 applies to non-monetary consideration.

9.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 9.5 the Developer must assume the Minister is not entitled to any input tax credit.

9.8 No merger

This clause does not merge on completion or termination of this deed.

10. Assignment and transfer

10.1 Right to assign or novate

- (a) Prior to a proposed assignment or novation of its rights or obligations under this deed, the party seeking to assign its rights or obligations (Assigning Party) must seek the consent of the Minister and:
 - satisfy the Minister (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (Incoming Party) has

Page 58 of 102 pages

sufficient assets, resources and expertise required in order to perform the Assigning Party's obligations under this deed insofar as those obligations have been novated to the Incoming Party;

- procure the execution of an agreement by the Incoming Party with the Minister on terms satisfactory to the Minister (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this deed as though the Incoming Party was the Assigning Party; and
- (iii) satisfy the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (b) The Assigning Party must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.1.

10.2 Right to transfer Land

- (a) The Landowner must not sell or transfer to another person (**Transferee**) the whole or part of any part of the Land on which this deed remains registered under section 93H of the Act.
- (b) Notwithstanding clause 10.2(a) the Landowner may sell or transfer the whole or any part of the Land to a Transferee if prior to the proposed sale or transfer the Landowner:
 - satisfies the Minister, acting reasonably, that the proposed Transferee has sufficient assets, resources and expertise required in order to perform any of the remaining obligations of the Developer under this deed or satisfies the Minister, acting reasonably, that the Landowner will continue to be bound by the terms of this deed after the transfer has been effected;
 - (ii) procures the execution of an agreement by the Transferee with the Minister on terms satisfactory to the Minister, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this deed as though the Transferee was the Landowner; and
 - (iii) satisfies the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (c) The Landowner must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.2.

11. Capacity

11.1 General warranties

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

11.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

Page 59 of 102 pages

12. Reporting requirement

- (a) By 1 September each year or as otherwise agreed with the Secretary, the Developer must deliver to the Secretary a report for the period 1 July to 30 June of the preceding financial year which must include the following matters, as applicable:
 - details of all Development Consents, Construction Certificates, Complying Development Certificates and Subdivision Certificates issued in relation to the Development;
 - a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
 - (iii) a forecast in relation to the anticipated progression and completion of the Development;
 - (iv) a compliance schedule showing the details of all Development Contributions provided under this deed as at the date of the report and indicating any noncompliance with this deed and the reason for the non-compliance;
 - details of details of all Development Consents, Construction Certificates, Complying Development Certificates and Subdivision Certificates issued in relation to the Brickworks Operations; and
 - (vi) when the Developer expects to lodge the next Planning Application.
- (b) Upon the Secretary's request, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary are necessary for the Secretary to assess the status of the Development and the Developer's compliance with this deed.

13. General Provisions

13.1 Entire deed

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

13.2 Variation

This deed must not be varied except by a later written document executed by all parties.

13.3 Waiver

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will 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.

13.4 Further assurances

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this deed.

Page 60 of 102 pages

13.5 Time for doing acts

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this deed,

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 pm on the specified day, it is taken to have been done on the following Business Day.

13.6 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (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.

13.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

13.8 Preservation of existing rights

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

13.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, does not merge on the occurrence of that event but remains in full force and effect.

13.10 Counterparts

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

13.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

13.12 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

Page 61 of 102 pages

13.13 No fetter

Nothing in this deed shall be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

13.14 Explanatory note

The Explanatory Note must not be used to assist in construing this deed.

13.15 Expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (d) The Developer must provide the Minister with bank cheques, or an alternative method of payment if agreed with the Minister, in respect of the Minister's costs pursuant to clauses 13.15(a) and (b):
 - (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
 - (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

13.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (Notice) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
 - (i) hand delivered; or
 - (ii) sent by facsimile transmission; or
 - (iii) sent by prepaid ordinary mail within Australia; or
 - (iv) in the case of a Notice to be given by the Minister or Secretary, sent by email.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
 - sent by facsimile and the sending party's facsimile machine reports that the facsimile has been successfully transmitted;
 - (A) before 5 pm on a Business Day, on that day;

Page 62 of 102 pages

- (B) after 5 pm on a Business Day, on the next Business Day after it is sent; or
- (C) on a day that is not a Business Day, on the next Business Day after it is sent; or
- (iii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting.

Schedule 1

Table 1 - Requirements under section 93F of the Act (clause 2.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

This deed		
(a) No		
(b) Yes		
(c) No		
See Schedule 3		
See definition of Development in clause 1.1		
N/A		
See Error! Reference source not found.		
The application of sections 94 and 94A of the Act is not excluded in respect of the Development.		
The application of section 94EF of the Act is excluded in respect of the Development.		
The Development Contributions to be provided by the Developer under the deed must not be taken into consideration in determining a contribution under section 94.		
See clause 8		
See clause 6		
See clause 13.13		

Page 64 of 102 pages

Table 2 – Other matters

Requirement under the Act	This deed
Registration of the Planning Agreement – (section 93H of the Act)	Yes (see clause 7)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes (see clause 3(a) of Error! Reference source not found.)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes (see clause 3(a) of Error! Reference source not found.)

Page 65 of 102 pages

Page 20 of 35

Schedule 2

Address for Service (clause 1.1)

	M	in	iste	r
--	---	----	------	---

Contact:	The Secretary
Address:	Department of Planning and Environment 23-33 Bridge Street Sydney NSW 2000
Facsimile No:	(02) 9228 6455

Developer

Address:	CSR Limited
	Triniti 3, 39 Delhi Road
	North Ryde NSW 2113

Facsimile No: N/A

Page 66 of 102 pages

Schedule 3

Land (clause 1.1)

Lot	Deposited Plan
Part Lot 1	DP106143
Part Lot 1 is the area hatched black on the plan annexed and marked "A" to this Deed.	

Page 67 of 102 pages

Schedule 4

Development Contributions (clause 4)

1. Development Contributions

(a) The Developer undertakes to provide the Development Contribution in the manner set out in the table below:

Development Contribution (subject to clause 4)	Timing
Road Works The Developer must carry out and complete the Road Works in clauses 2.1 and 2.2 of Schedule 4.	In accordance with the process set out in clause 2 of this Schedule 4.
Monetary Contribution The Developer must pay a cash contribution to the Minister in the amount of \$182,898 per hectare of NDA of the Development towards the provision of regional transport infrastructure and services (subject to and adjusted in accordance with clause 2.4 of Schedule 4) in accordance with clause 3.1 of this Schedule 4.	Pursuant to clause 5 of this Schedule 4.

- (b) The parties agree that the Developer may apply any Road Works Offset in partial or full satisfaction of its obligation to pay a Contribution Amount for Stage 1 or Stage 2 of the Development as set out in clause 4.4 of this Schedule 4.
- (c) The Developer undertakes and agrees to carry out Development in accordance with the Stage of Development Plan.

2. Road Works

2.1 Conditions to Commencement of Road Works

Prior to commencement of the Road Works, the Developer must:

- (a) provide evidence to the Minister that it has obtained Development Consent for the Road Works;
- (b) enter into a WAD with the Road Authority, on such terms and conditions as are:
 - (i) consistent with the requirements of this deed, including this Schedule 4; and
 - (ii) acceptable to the Road Authority and the Minister,
- (c) provide a copy to the Minister of the executed WAD to carry out the Road Works; and

Page 68 of 102 pages

(d) provide evidence to the Minister of the security provided for the Road Works under the WAD having regard to the requirements of clause 2 of Schedule 5 of this deed.

2.2 Timing of Road Works

- (a) The Developer must complete the Road Works in accordance with the WAD and by no later than the issue of a Construction Certificate, Complying Development Certificate or Subdivision Certificate for any part of the Development within Stage 2 of the Development.
- (b) Notwithstanding clause 2.2(a) the Developer will not be required to complete the Road Works prior to the issue of any Construction Certificate or Complying Development Certificate for Subdivision Works in any part of the Development.

2.3 Road Works Offset

- (a) Unless otherwise agreed with the Minister, within 3 months of the Road Works achieving Practical Completion, the Developer must provide to the Minister documentation that evidences the Actual Cost of the Road Works (Offset Documentation). The Offset Documentation is to include an independent certification of the Actual Cost from an independent quantity surveyor engaged by the Developer who is a member of the Australian Institute of Quantity Surveyors or an independent chartered professional engineer engaged by the Developer who is a member of Engineers Australia.
- (b) Within 3 months of the Offset Documentation being provided to the Minister, the Minister, acting reasonably, is to notify the Developer of the amount of the approved cost of the Road Works (**Road Works Offset**) under this deed having regard to the Estimated Cost Cap and Actual Cost of the Road Works.
- (c) The parties agree that, for the purpose of clause 2.3(b) of this Schedule 4, where:
 - (i) the Actual Cost is greater than the Estimated Cost Cap, the Minister will give a Road Works Offset for the value of the Estimated Cost Cap (or any revised figure approved under clause 2.3(e)); and
 - (ii) the Actual Cost is lower than the Estimated Cost Cap, the Minister will give a Road Works Offset for the value of the Actual Cost.
- (d) The Developer acknowledges and agrees that it will not be entitled to any Road Works Offset in circumstances where the Roads Authority has exercised its step in rights under the WAD or the Developer otherwise fails to provide the Road Works pursuant to the WAD.
- (e) If the cost of the Road Works exceeds the Estimated Cost Cap, the Parties agree that within three months of the Road Works achieving Practical Completion, the Developer may submit to the Minister in writing:
 - (i) the reasons for the exceedance; and
 - (ii) a recommendation for a revised Estimated Cost Cap.
- (f) The Minister may or may not, at the Minister's absolute discretion, agree in writing to an increase in the Estimated Cost Cap as a consequence of receiving written notification under clause 2.3(e).
- (g) If the Minister elects to agree to an increase under clause 2.3(e), despite anything else in this Deed, the Estimated Cost Cap is set at the increased monetary amount so determined in writing by the Minister.
- 2.4 Road Works Offset Credit

S:4822065_3 BNF

Page 69 of 102 pages

- (a) This clause 2.4(a) applies where the Developer seeks to apply the Road Works Offset in full or partial satisfaction of its obligation to pay the Development Contribution relating to Stage 1 of the Development in accordance with clause 3.1 of this Schedule (Stage 1 Contribution Amount).
 - (i) The Parties agree that the Developer will issue a written notice to the Minister of the Developer's intention to apply any Road Works Offset to the Stage 1 Contribution Amount (Offset Notice) and on receipt of the Offset Notice, the Minister will undertake a final reconciliation to calculate the difference between the Stage 1 Contribution Amount due and the Offset Amount (Stage 1 Final Reconciliation).
 - (ii) Where the Stage 1 Final Reconciliation indicates that the value of the Offset Amount exceeds the Stage 1 Contribution Amount, then the Developer will be entitled to a credit for the amount that the value of the Offset Amount exceeds the Stage 1 Contribution Amount (Excess Stage 1 Contributions Credit) in accordance with clause 2.4(a)(iii) of this Schedule 4.
 - (iii) Any Excess Stage 1 Contributions Credit which has been generated under this deed shall be used to satisfy (in whole or in part) the Developer's obligation to pay the Development Contribution relating to Stage 2 of the Development in accordance with clause 1 and clause 3.1 of this Schedule 4.
 - (iv) Where the Final Reconciliation indicates that the value of the Offset Amount is less than the Stage 1 Contribution Amount, then the Developer must pay the balance as a cash contribution to the Minister within 10 Business Days of receiving a notice from the Minister notifying the Developer of the outstanding Stage 1 Contribution Amount.
- (b) This clause 2.4(b) applies where the Developer:
 - (i) has not applied any Road Works Offset in relation to Stage 1 Contribution Amount;
 - (ii) is not in breach of its obligations to pay the Stage 1 Contribution Amount; and
 - seeks to apply to the Road Works Offset in full or partial satisfaction of its obligation to provide a monetary contribution for Stage 2 of the Development in accordance with clause 3.1 (Stage 2 Contribution Amount)
 - (A) The Parties agree that the Developer will issue a written notice to the Minister of the Developer's intention to apply any Road Works Offset to the Stage 2 Contribution (Offset Notice) and on receipt of Offset Notice, the Minister will undertake a final reconciliation to calculate the difference between the Stage 2 Contribution Amount due and the Offset Amount (Stage 2 Final Reconciliation).
 - (B) Where the Stage 2 Final Reconciliation indicates that the value of the Offset Amount is less than the Stage 2 Contribution Amount, then the Developer must pay the balance as a cash contribution to the Minister within 10 Business Days of receiving a notice from the Minister notifying the Developer of the outstanding Stage 2 Contribution Amount.

S:4822065 3 BNF

Page 70 of 102 pages

3. Monetary Contributions

3.1 Payment of Monetary Contributions

- (a) For the purposes of this Schedule, Net Developable Area, means the area of land, in hectares, of a part of the Land as defined and determined in accordance with the Net Developable Area Plan.
- (b) The Developer undertakes to provide the following Development Contribution to the Minister in the manner set out in the table below:

Stage of Development	Development Contribution	Value	Timing
1	Contribution Amount - Cash contribution towards provision of regional transport infrastructure and services	\$914,490 (being the Net Developable Area of Stage 1 (5.0 ha) x \$182,898) subject to clauses 2.4 and 4 of Schedule 4.	Pursuant to clause 5 of this Schedule 4.
2	Contribution Amount - Cash contribution towards provision of regional transport infrastructure and services	\$3,059,883.54 (being the Net Developable Area of Stage 2 (16.73ha) x \$182,898) subject to clauses 2.4 and 4 of Schedule 4.	Pursuant to clause 5 of this Schedule 4
3	Contribution Amount – Cash contribution towards provision of regional transport infrastructure and services	\$680,380.56 (being the Net Developable Area of Stage 3 (3.72ha) x \$182,898) subject to clause 4 of Schedule 4.	Pursuant to clause 5 of this Schedule 4

(c) The Minister and Developer acknowledge and agree that the sum of the Contribution Amounts form the Development Contribution under this deed in addition to the carrying out of the Road Works.

4. Calculation of the indexed value of a Contribution Amount

(a) On each CPI Adjustment Date, the value of the Contribution Amount for a Stage of Development in the table in clause 3.1(b) is to be adjusted by multiplying that amount payable by an amount equal to the Current CPI divided by the Base CPI.

\$:4822065_3 BNF

Page 71 of 102 pages

5. Payment of Contribution Amounts

- (a) The Developer must pay to the Minister or the Minister's nominee the Contribution Amount in respect of a Stage of Development:
 - before any Subdivision Certificate or Construction Certificate is issued for any part of the Development in that Stage of Development;
 - (ii) if any part of the Development is to be carried out without the need for a Subdivision Certificate or a Construction Certificate, then both;
 - (A) before that Development is commenced in that Stage of Development; and
 - (B) before any application for a Complying Development Certificate is made in respect of that Development in that Stage of Development;

whichever is earlier.

- (b) Notwithstanding clause 5(a) the Developer will not be required to pay any Contribution Amount in respect of a Stage of Development prior to the issue of:
 - (i) any Subdivision Certificate for Super Lot Subdivision; or
 - (ii) any Construction Certificate or Complying Development Certificate for Subdivision Works.
- (c) Notwithstanding clause 5(a) the Developer will not be required to pay any Contribution Amount in respect of a Stage of Development prior to the issue of any Construction Certificate or Complying Development Certificate or for Exempt Development for the Brickworks Operations.
- (d) The parties agree that the requirement to make a payment under this clause is a restriction on the issue of the relevant Subdivision Certificate within the meaning of section 109J(1)(c1) of the Act.
- (e) The parties agree that the requirement to make a payment under this clause is a restriction on the issue of the relevant Construction Certificate within the meaning of section 109F(1) of the Act and clause 146A of the Regulation.

Page 72 of 102 pages

Schedule 5

Security Terms (clause 5.1)

1. Security for Development Contribution

- (a) In order to secure the payment or performance of the Development Contribution the Developer has agreed to provide security in the form of Bank Guarantees.
- (b) The Bank Guarantee must:
 - (i) name the "Minister for Planning" and the "Department of Planning and Environment ABN 38 755 709 681" as the relevant beneficiaries; and
 - (ii) not have an expiry date.

2. Bank Guarantee for Road Works

- (a) In order to secure the carrying out of the Road Works in accordance with Schedule 4 of this deed and the WAD the Developer has agreed to provide security in accordance with this Schedule 5.
- (b) If, upon execution of this deed, the Developer has:
 - (i) entered into a WAD with the Roads Authority in relation to the Road Works;
 - provided security to the Roads Authority for the Estimated Cost Cap of the Road Works under the WAD or such other figure to the satisfaction of the Roads Authority; and
 - satisfied the Minister, in the Minister's absolute discretion, as to the adequacy of the security provided to the Roads Authority for the Road Works including providing all information reasonably required by the Minister regarding the security provided under the WAD,

the Minister will accept the security provided under the WAD as security for the performance of the Developer's obligation under Schedule 4 of this deed to carry out the Road Works, and will provide written notification to the Developer of the Minister's position under this clause 2(a) within 20 Business Days of receiving all required information from the Developer regarding the security provided under the WAD.

- (c) If, upon execution of this deed, the Developer has not entered into a WAD with the Roads Authority in relation to the Road Works, the Developer must provide a Bank Guarantee to the Minister for the Estimated Cost Cap of the Road Works (the Road Works Bank Guarantee), to secure its obligation to carry out the Road Works.
- (d) If, following execution of this deed, the Developer;
 - enters into a WAD with the Roads Authority in relation to the Road Works in accordance with this deed;
 - provides security to the Roads Authority for the Estimated Cost Cap of the Road Works under the WAD; and
 - satisfies the Minister, in the Minister's absolute discretion, as to the adequacy of the security provided to the Roads Authority for the Road Works including providing all information reasonably required by the Minister regarding the security provided under the WAD,

S:4822065 3 BNF

Page 73 of 102 pages

the Minister will accept the security provided under the WAD as securing the performance of the Developer's obligation under Schedule 4 of this deed to carry out the Road Works, and will provide written notification to the Developer of the Minister's position under this clause 2(c) within 20 Business Days of receiving all required information from the Developer regarding the security provided under the WAD.

- (e) Where clause 2(d) of this Schedule 5 applies, the Minister will return the Road Works Bank Guarantee provided by the Developer under clause 2(b) of this Schedule 5 within 20 Business Days of the Minister notifying the Developer of the Minister's acceptance of the security provided under the WAD.
- (f) If the Developer does not satisfy the Minister as to the adequacy of the security provided for the Roads Works under the WAD in accordance with clause 2(b) or clause 2(c) of this Schedule 5, then:
 - the Developer will be required to provide a Bank Guarantee for the difference between the amount of the security provided under the WAD and the Estimated Cost Cap of the Road Works (the **Top Up Road Works Bank Guarantee**);
 - (ii) upon receipt of the Top Up Road Works Bank Guarantee required by the Minister under clause 2(f)(i) of this Schedule 5, the Minister will accept that Top Up Road Works Bank Guarantee and the security provided under the WAD as securing the performance of the Developer's obligation under Schedule 4 of this deed to carry out the Road Works; and
 - (iii) the Minister will return the Road Works Bank Guarantee provided under clause 2(c) of this Schedule 5 to the Developer within 10 Business Days of receiving the Bank Guarantee under clause 2(f)(i) of this Schedule 5.

3. Claims under a Bank Guarantee for Road Works

- (a) The Minister may call upon the Road Works Bank Guarantee or Top Up Road Works Bank Guarantee provided in accordance with clause 2(c) and 2(f) of this Schedule 5 where the Developer has failed to complete the Road Works in accordance with Schedule 4 of this deed and retain and apply such monies towards:
 - (i) achieving performance of the Road Works; and
 - (ii) the Costs incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon a Bank Guarantee(s) the Minister must give the Developer not less than 10 Business Days written notice.
- (c) If:
 - (i) the Minister calls upon a Bank Guarantee(s); and
 - (ii) applies all or part of such monies towards the Costs incurred by the Minister in rectifying any default by the Developer under this deed; and
 - (iii) has notified the Developer of the call upon the Bank Guarantee(s) in accordance with clause 3(b) of this Schedule 5,

then the Minister may request that the Developer provide an additional Guarantee(s) to secure performance of the Developer's obligations under this Deed in accordance with clause 4 of this Schedule 5.

S:4822065_3 BNF

Page 74 of 102 pages
4. Right to Call for Additional Security

- (a) Notwithstanding clause 2 of this Schedule 5, if the Minister, acting reasonably, at any time considers that an additional Bank Guarantee(s) is required to secure the Developer's obligations under this deed, the Developer must provide such additional Bank Guarantee(s) for the amount specified by the Minister within 10 Business Days of a written request by the Minister and clauses 3 and 5 of this Schedule 5 apply.
- (b) Without limiting the operation of clause 4(a) of this Schedule 5, the Minister may require the Developer to provide a Bank Guarantee for an amount determined by the Minister if it becomes apparent to the Minister that the value of the Development Contribution to be provided under this deed will be less than the Contribution Amount.

5. Release of Road Works Bank Guarantee(s)

lf:

- (a) the Developer has satisfied all of its obligations under this deed secured by a Road Works Bank Guarantee or Top Up Road Works Bank Guarantee; and
- (b) the whole of the monies secured by the Road Works Bank Guarantee or Top Up Road Works Bank Guarantee have not been expended and the monies accounted for in accordance with clause 3 of this Schedule 5,

then the Minister will promptly return the Road Works Bank Guarantee or Top Up Road Works Bank Guarantee (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Bank Guarantee(s) (as the case may be), to the Developer.

6. Bank Guarantee for Stage of Development

- (a) At the time the Developer signs this deed, the Developer undertakes to provide a Bank Guarantee to the Minister having a face value amount of \$20,000 (Base Bank Guarantee) in order to secure the payment of the Development Contribution for Stages 2 and 3.
- (b) Prior to applying for any Construction Certificate or Complying Development Certificate for Subdivision Works in respect of Stages 2 and/or 3 of Development, the Developer undertakes to provide a Bank Guarantee to the Minister for a face value equivalent to the Contribution Amount for that Stage of Development in order to secure the payment of the Development Contribution as it relates to that Stage of Development (Stage of Development Bank Guarantee).
- (c) From the date of execution of this Deed until the date the Developer pays the Contribution Amount for a Stage of Development the Minister will be entitled to retain the Bank Guarantee for a Stage of Development subject to clause 4 below.
- (d) From the date of execution of this deed until the date that the Developer has provided the Development Contribution for Stages 2 and 3 in full, the Minister will be entitled to retain the Base Bank Guarantee subject to clause 4 below.

7. Claims under Stage of Development Bank Guarantees

- (a) The Minister may:
 - (i) call upon the Stage of Development Bank Guarantee or the Base Bank Guarantee where the Developer has failed to pay a Contribution Amount for Stages 2 and/or 3 of Development on or after the date for payment under this deed; and

Page 75 of 102 pages

- (ii) retain and apply such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon the Stage of Development Bank Guarantee or Base Bank Guarantee the Minister must give the Developer not less than 10 Business Days written notice of his or her intention to call on the Stage of Development Bank Guarantee or Base Bank Guarantee.
- (c) If:
 - (i) the Minister calls upon the Base Bank Guarantee; and
 - (ii) applies all or part of such monies towards the Contribution Amount in respect of Stages 2 and/or 3 of Development and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed; and
 - (iii) has notified the Developer of the call upon the Base Bank Guarantee in accordance with clause 2(b) of this Schedule 5,

then the Developer must provide to the Minister a replacement Base Bank Guarantee to ensure that at all times until the date that the Base Bank Guarantee is released in accordance with clause 8 of this Schedule, the Minister is in possession of a Base Bank Guarantee for a face value equivalent to \$20,000.

8. Release of Bank Guarantees

- (a) If:
 - the Developer paid the Contribution Amount for Stages 2 and 3 Development and has satisfied all of its obligations under this deed secured by the Bank Guarantee for that Stage of Development; and
 - the whole of the monies secured by the Stage of Development Bank Guarantee has not been expended and the monies accounted for in accordance with clause 3 of this Schedule 5,

then the Minister will promptly return the Stage of Development Bank Guarantee (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Stage of Development Bank Guarantee (as the case may be), to the Developer.

- (b) If:
 - (i) the Developer paid the Development Contribution and has satisfied all of its obligations under this deed secured by the Base Bank Guarantee; and
 - the whole of the monies secured by the Base Bank Guarantee has not been expended and the monies accounted for in accordance with clause 2 of this Schedule 5,

then the Minister will promptly return the Base Bank Guarantee (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Base Bank Guarantee (as the case may be), to the Developer.

Page 76 of 102 pages

Execution page	
Executed as a deed	
Signed , sealed and delivered for and on behalf of the Minister for Planning, in the presence of:	
Signature of witness	Signature of the Minister for Planning or Delegate
Name of witness in full	
	Name of the Minister for Planning or delegate
Address of witness	8
Executed for and on behalf of CSR Building Products Limited (ACN 008 631 356) by its duly appointed attorney(s) registered book 4612 no 571 in the presence of:	
Signature of witness	Signature of attorney
Name of witness in full	Name of attorney By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney
Address of witness	Signature of attorney
	Name of attorney By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

Page 77 of 102 pages



S:4822065_3 BNF

Page 78 of 102 pages



Page 79 of 102 pages

Page 34 of 35

ANNEXURE C

Page 80 of 102 pages

CSR HORSLEY PARK - OLD WALLGROVE	ROAD calibre
WIDENING	/ING LIST
ROAD & DRAINAGE DESIGN	GENERSIEET 000 COVERSIEET 001 GENERAL ARDINGEMENT PLAN 002 GENERAL ARRANGEMENT PLAN 0035 FLUNEE WORKS PLAN
FOR ROAD ACT APPROVAL	SEDIMENT & EROSION CONTROL 101 SEDIMENT & EROSION CONTROL PLAN 122 SEDIMENT & EROSION CONTROL NOTES & LEFALS SETE RECEADING 2010 ERCEADING
	2015 DESARGADAN DISINE ENGRAPHAN 301 ENGRAPHAN 2011 DESARGAG PLAN

ROAD CROSS RECTIONS S1 ACCESS ROAD CROSS SECTIONS SHEET 01 OF 02 S2 ACCESS ROAD CROSS SECTIONS SHEET 02 OF 02 ROAD LONGITUDINAL SECTIONS 401 ACCESS ROAD LONGITUDINAL SECTION

DRAINAGE 601 CATCHINENT PLAN 611 DRAINAGE LONGITUDINUL SECTIONS LINE No 01-03 621 DRAINAGE CALCULATIONS

INTERSECTION PLANS BOT ACCESS ROAD ALIGNMENT PLAND OF 02 602 ACCESS ROAD ALIGNMENT PLAND2 OF 02 TRAFFIC MANNGEMENT 710 TURNING PATHS

STRUCTURAL STRUCTURAL 92 OLVERT ARESLAVAD LONGTLUNAL 93 DETAINNS WALL PLAN AND LONGTLUNAL 85CTION 911 RETAINNS WALL DETALS



	Panau 03
	OOO
LGROVE R	Meetone RAA
RK - OLD WAL 3E DESIGN	Đ.
CSR HORSLEY PARK - OLD WALLGROVE ROAD WIDENING ROAD & DRAINAGE DESIGN	Reject No 15-001115.15-16

Page 81 of 102 pages

GENERAL NOTES		recontras	LEGEND	Dectars	2000
GENERAL	FICADWORKS	STORMWATER PIPELINE	976		1 1
61 ALL WORK TO BE CARTIED OUT IN ACCORPANCE WITH FMEHELD COUNCILS ENGINEERING DESION AND ENGINEERING CONSTRUCTION SPECIFICATIONS MID TO THE REQUIREMENTS OF THE CERTIFYING AUTHORITY	R1 SUBGRAUES AND SUB BASES ARE TO BE COMPACTED IN ACCOMPANCE WITH COUNCILS CONSTRUCTION SPECIFICATION	STORMWATER DRAINAGE PITS	1) 1) 1)	1	H J
C2 INSPECTIONS BY CERTEVING AUTHORITY ARE REQUIRED AT THE FOLLOWING STAGES AND THE WORKS APPROVED PRIOR TO CONTINUANCE OF ANY FUTURE WORK	R2 SUBBOIL DRAINS TO BE FROMPED ON BOTH SIDES OF ROMDS (EXCEPT WHERE THERE IS STORNWATER DRAINAGE)	DRAINAGE LINE No 3 DRAINAGE PIT No 10	310		6
(A) FOLLOMING NSTALLATION OF EROSION AND SED/NEVIT CONTROL STHUCT, RESMEASURES EI PRIOR TO BAGKET LINK, PRIPHINES, SUBSCI I PAUKAS, AND TAME	H3 H57 X57H D GALVANGED SITE, KENB OUTLETS TO BE PLACED IN ALL KENB TYPES ON LOW SIDE OF LOTS PROVIDE SUTTAGE ADAPTOR TO ALLOW CONNECTION OF SOMMULANCEEN STORMMATER PIPE PROVIDE SUTTAGE ADAPTOR TO ALLOW CONNECTION OF SOMMULANCEEN STORMMATER PIPE	CONCRETE HEADWALL	Ĭ		Y
(c) PRIOR TO CASTING OF PTIS AND OTHER DOMORFER STUDIES, INCLUDING KERB AND GUTTER BUT DOMORIANCE AND CASTING OF PTIS AND OTHER DOMORFER AND TOTAL STUDIES INCLUDING KERB AND GUTTER BUT	R4 UPLESS FERMADUATION CHOSSINGS ARE TO BE FROMDED IN AULIKERB RETURNS AND WHERE REQUIRED BY COUNCL.	SUBSOIL DRAIN	-2222		
DECOMPAREMENT OF LOUINESS, COMPACING REPORTS (1997) () PRIMI POPACINE(REPORT) OF SUBJECTS AND ALL SUBSECIENT PAYORENTLAYERS, A PROOF ROLLER TEST () FEAD MARKETLAYERS IN REPORTS AND ALL SUBSECIENT PAYORENTLAYERS, A PROOF ROLLER TEST	R5 SERVICE COMDUTS TO BE PLACED AS DAFECTED BY 4L PUBLIC UTULTY AUTHORITIES INCLUDINSINTEGRAL ENERGY, TELSTRA AND SYDMEY WATER	150mm KERB AND GUTTER	K	EXIST KAG	FUT K&G
E) FORMANCIES FRUID FOR DEPONDENCES E) FORMANCIES FRUID FOR DEPONDENCES RECORDENCES FRUID FOR TO POURING CONCRETE IN PARENCIA PREAF FOR FOOTPATH GROSSING AND OTHER RECORDENCES FRUID FOR TO POURING CONCRETE IN PARENCIA PREAF FOR FOOTPATH GROSSING AND OTHER RECORDENCES FRUID FOOTPATH FOOTPATH FOOTPATH FOOTPATH FOOTPATH FOOTPATH RECORDENCES FRUID FOOTPATH FOOTPATH FOOTPATH FOOTPATH FOOTPATH RECORDENCES FRUID FOOTPATH FOOTPATH FOOTPATH FOOTPATH RECORDENCES FRUID FOOTPATH FOOTPATH FOOTPATH FOOTPATH RECORDENCES FRUID FOOTPATH FOOTPATH FOOTPATH RECORDENCES FRUID FOOTPATH FOOTPATH FOOTPATH RECORDENCES FRUID FOOTFATH RECORDENCES FO	RE PROPOSED UTILITIES AND SERVICES CROSSING EXISTING ROADS SHALL BE PROINDED FOR USING A TRENCHLESS TERVICUE SO SUST TO TO PARAGET HE EXISTING SURFACE ALL BEHUCE CONDUTS WOER PLOADS MUST BE LUD TO A MINAURDEPH OF TO STAM.	ROLL KERB AND GUTTER	Ě	EXIST RK	FUT RK
(F) PRIOR TO EACKETLING PUBLIC UTILITY CROSSINGS IN FOAD RESERVES	R7 CONCRETE FOOTPATH CONSTRUCTIONIS TO BE BONDED WITH COUNCY, PENJUNG COMPLETION OF ITTUTY SEPARATES AND SI REPORT INNECTIONES TO BE BONDED WITH COUNCY, PENJUNG COMPLETION OF	KERB ONLY	KO	EXIST KO	FUT KO
(G) FINAL INSPECTIONS AFTER ALL WORKS ARE COMPLETED AND WORKS AS EXECUTED PLANS HAVE BEEN SUBMITTED TO COUNCIL	R8 ALL TEMPORARY ROADS MUST BE TEMPORARILY SEALED WITH A SINGLE OVAR FULURA SEAL	EDGE STRIP	ES	EXIST ES	FUT ES
C3 NO TREES ARE TO BE REMOVED UNLESS APPROVAL IS GRAVIED BY COUNDLY LANDSCAFE COMPLIANCE OFFICIER OR AS AUTHORISED BY DEVELOPMENT CONSINT	RS ALL PERMANENT ROADS MAIST RE SEALED WITH A SINGLE OAAT PLUSH SEAL AND SO MANG AC TO BE A PALE DIN TWOODS MAIST RUPER ALL AND ARCHOST OF BE ACT JOAND IS TO BE ACT JOAND IS TO BE BOURDED WITH OOMBALL AND ALCHO FONT JOANDA ADDRAMAT BOADDONAL BOADDONAL BOADDONAL BOADDONAL BOADDONA	MOUNTABLE KERB	MK	EXIST MK	FUT MK
	WANGLARD TONED TONED TONED TON WANT TON WORK TO AST APPLICATION CONTROL DEVICES FOR GENERAL	DISH CROSSING	DC	EXIST Dr.	FUT DC
GS NORXIS TO BE CARRED ON GN COUNCIL PROFENTY OR ADJOINN'S PROFENTES WITHOUT THE WRITTEN FROMSSOCK PROM THE OWNERS 66 VEHCULAR ADJULTUTIFIES FROMCES ARE TO BE MANTANEN AT AL TWAS TO ADVANDAGE 66 VEHCULAR ADVANDAGE	UST INSED REFEATER/TOW PARENEL VIVANGES DO ROMGANY ON SARSOB FIFTO DARFEE COME MATERIALS AND DEVICES FOR A DAD THAFFIC CONTROL PROPOSA PLAT AND SARDAS FIFTO DARFE AND SARDAS FIFTO DARFEE SARDAS OF DATIONAL TO AND THAFFIC CONTROL AND SARDAS AND SARDAS AND AND SARDAS AND AND SARDAS AND SARDAS AND SARDAS AND S	VEHICULAR CROSSING		EXIST VC	FUT VC
РАОРЕНИЕЯ АРЕСТОРИАТОРИИ ПОЛИТИИИ ПО ПО РОД И ПОРЕНИТЕЯ АРЕСТОРИИИ СОМВЛИИИИ ПОЛИТИИИИ ПО ПОЛИТИИИИИ ПО ПОЛИТИИИИ ПО ПОЛИТИИИИ ПО ПОЛИТИИИИ ПО ПОЛИТИИИ РОД И ПОРЕНИИ ПОЛИТИИИИ ПО ПОЛИТИИИИ ПО ПОЛИТИИИИ ПО ПОЛИТИИИИ ПО ПОЛИТИИИ ПО ПОЛИТИИИ ПО ПОЛИТИИИИ ПО ПОЛИТИИИ		PEDESTRIAN RAMP	¢.		l.
	RIZ STREET SIGNS TO COUNCUL STANDARD MUST BEINSTALLED BY THE COMITMOTION	EDGE OF BITUMEN	803	EXIST EOB	FUT EOB
CONTEXT		ROAD PAVENENT			
EARTHWORKS F1 FARTHWORKS ARE TO BE CARRED OUT TO THE SATISFACTION OF THE COUNCIL UNSUITABLE MATTERIALS ARE TO	STORAMATER si al prestripte sprot an stort priege and anter	BENCHWARK	•	BM 115 RL 165 32	
BE REMOVED FROM ROADS AND LOTS FRIGHT OF FILLING THE CONTRACTOR IS TO ARRANGE AND MAKE AVAILABLE COMPACTION TESTING RESULTS FOR ALL ARDAG THAT CONTAIN FILL IN EXCESS OF 200 MM		BATTERS			1.014
Comparing the second section contract with contract second sec	Development of contract in the intervention of intervention in the constant intervention in the constant intervention in the constant intervention in the constant intervention intervent Downstandow intervention i	CONCRETE PATHWAY			
WHERE IT IS REPORED TO USE TEST METHOD AS (2895 8) 1 TO DE TERMINE THE FIELD OBNISTLY, A SAND REPLACEMENT METHOD SHALL BE USED TO CONFIRM THE RESULTS	SA ALL GULLY PTS TO COMPOLE SSIAMARADAND LIVELES CENTRALLY PLACED AT SAGEPTS	CONTOURS			
E3 THE SUITABLE OLIMUTED GEORECHARON, ENGINEER, SHALL HAVE A LEVEL I RESPONSEILITY FOR ALL FILLING AS DEFINED IN APPENDIX RASTRYS (SUDELINES ON EARTHMORKS FOR DOMACROAL AND RESIDENTIAL.	ALL PITS MAST RE REMORED AND STREAMUNED FRONDE SLZP REINFORCEMENT AND OULWINSED STEP IRONS IN ALL MIST ONE IT 2-METRES DEEP AS INEASURED FROM THE TOP OF GAATE TO THE INFATT OF THE PIT	SITE REGRADING AREA	Coff Rel		
	SC CONCRETE ST OF HAVE MINIMUM CONPRESSIVE STREMSTH OF ZAMPA AT ZS DAYS UNLESS OTHERWISE APPROVED BY THE COUNCIL ENGINEER	SERVICE LINES SEWER GAS WATER ELECTRICITY			
	S7 ALLINTERALLOTHENT DRAINAGE MIST HAVE A MAINAUMPER DIARETER OF 150 MAIND A MAMAMA GRADE OF 1% UNLESS OTHERMISE APPROVED BY THE COUNCUL ENGINEER	COMMUNICATION LINES TELSTRA, FIBRE OPTIC			ł,
	3. ALLINTERALIOTRENT DRAINAGE LINES MAST BE LAID CENTRALLY WITHIN DRAINAGE EXSERTENTS INSPECTION PITIS MAST RE PROJUDED AT ALL CHANGES OF GRADE AND DRECTION	OVER HEAD LINES AND POLES	* × × ×	1	
E6 PROVICE MINIMUM ISD MAXING MAXIORANCE WITH ON RODPHTISE FILLED PREAS AND ALL OTHER AREA OF INTREED OLIVING CONSTRUCTION TOPOSILEE AREAS OF ESTRELISED WITH APPROVED OFFER AREAS OF INTRE ANAMANING I CANSA AFTER IOROGUMICA AND ARET OF DE WATERED TO RENARE ESTIMANTION	Similar Automent Drawinge Lines Must be instructed rafter sydner wanter synethinge Lines have been instructed infere synethics proposed adjuacent downer chankinge Lines	SERVICE PITS TELECOMPIT, ACCESS CHAMBER HYDRANT, STOP VALVE, AIR VALVE	• • • •		
EF THE CONTRACTOR SHALL CONTROL SEDMENTATION EROSION AND POLLUTON DURING CONSTRUCTION IN ACCORPANANCE WITH THE REQUIREMENTS OF THE CURRENT EDITION OF TAXANGAING URBAN STORMANTER SOLS	1% AEP OVERLAND FLOW PATHS MUST BE	LIMIT OF ROAD CONSTRUCTION			
AND CONSTRUCTION PRODUCED BY LANDCOM FOR A A MANUMANA A REPORT OF PARAMANA PARAMANA PARAMANA PARAMANA PARAMANA PARAMANA PARAMANA PARAMANA PARAMANA FOR A MANUMANA A REPORT OFFICE A PARAMANA PARAMANA PARAMANA PARAMANA PARAMANA PARAMANA PARAMANA PARAMANA PARAMA	SII. ALL PLAKS ROMH DESIGN AND WARD ARE TO GLEARLY DELINEATE THE EXTENTIO OF FLOOD LINES INCLUDING THE S% AREP, IS, AREP AND PARF	LIMIT OF STAGE	-		
C ARREADO FOR THE FUNCTION CONTINUOUS IN THE Y COULD HARD STATUS FOR ADDITION TO THE FORMATION Y PAUL. REFERSION OF INC. TO ADDITION TO ADDITION TO ADDITION OF THE FORMATION OF THE FORMATION OF OFFICE LEIDENTY AS A PERIODICE. MODENTLY, EFFORMATION OF ADDITION OF THE FORMATION OF CONTENT CONTINUENT AND THE FORMATION OF ADDITIONAL ADDITIO	S12 ADECUMIE PROMESIANIES TO BE MADE TO PREVENT SCOURING AND SEDIMENTATION FOR ALL DRAININGE WORKS IN ACCORDIMACE WITH COUNCIL'S REQUIREDINTS	FENCE POST AND RAIL FENCE SECURITY FENCE			
CALIERE CONSULTING GENERAL	SLI. PRI UNTELS ARE TO BE STENCILLED WITH APPLICABLE DISTINCTION STENCIL ANULABLE FROM COUNCIL. SLI CATTO-IDDAMIS MAST RE CONSTRUCTED AS REQUIRED BY THE APPROVED PLANS. OR THE PRIMAZAL CREATERING.	LOT NUMBERS	D-7 01N0		
CGI SIANEY SOURCED FROM SURVEYOR CAUBEC FROM OT M HORSE THRAFFINIATION STATE SURVEY DATED IS JUNE 2013 OT M HORSE THRAFFINIATION TO A TO	AUTHORITY Sou, Janie Manuezenen Euroas aber to de Predevetis Fora kult Distribeto Sittes Auto ACHerieto 10 AT sou i Anne Son Romon the Consistent minima Manukan Frankens er samora.	TREES TO RETAIN WITHIN SITE TREES TO REMOVED WITHIN SITE	0	8	
-BOUNDARY X100445PI DATEDGE APPRIZADS CC2 DONTRACTORISTO ENGINEETHALALLWORKSASSOCHED WITH PROPERTY BOUNDARES ARE TO BE SET OUT OR	DIAL BEFORE	RE TAINING WALL	and the second se		
VERTIEUD IN A READURATE DOWNEL FOR CG3 PRES UP 107508 SHUT E DOWNEL DOWN PROOT AD SOOFET MUBBER INVLUNTS AND EE OF RENE RENEGARDS NORDEET BANCH SHULL ONFORMATESEED TIMENTY TO THE REQUIRIEMONTS AND SE OF RENE MERGE FIGHER RENY PROOD CONCRETE FIRES ARE TO GE USED, A PROPAGETARY COLLARIS TO BE AVAILED VERT THE	www.1100.com au	HOCK WALL			
Col PIPES ORGATER THAN 7508 ARE TO BE CONSTRUCTED FROM SULUHAITE RESISTANT CEMENT		FOR RC	FOR ROAD ACT APPROVAL	APPR	OVAL
	All contractions of comparison to the second	0	GENERAL NOTES & LEGEND	DTES & LEGE	END
The second secon	UNLESS STAMPED BY CERTIFYING THERMISE NOTED		Project No 15-001115 15 16	Stagres re - R.A.A.	ang teo 301 CC
and both provide the second data and the				1	I

Page 82 of 102 pages



Page 83 of 102 pages



Page 84 of 102 pages



Page 85 of 102 pages



of 102 pages 86 Page





Page 88 of 102 pages



page 89 of 102 pages



Page 90 of 102 pages



Page 91 of 102 pages



page 92 of 102 pages



Page 93 of 102 pages



Page 94 of 102 pages



Page 95 of 102 pages



Page 96 of 102 pages



Page 97 of 102 pages

DRAINS - HYDROLOGYIHYDRAULIC CALCULATION SHEET 5 YEAR ARI MINOR STORMENENT

	DIVISO DOW/ 11d								SUS-CATCHWENT DETAULE				100,000			
739 (Lumred) (Lumred) (Lumred)	Name	Max HGL	Mar Proof HGL	Max Surface Dow Aming	Max Pond Volume	- 6L	Overflow [cu.m/s]	Constraint	Name	Max Flow C	Pare Nav D	Grassed Max Q	Paved Tc	Grasseed Tc	Supp. Tc	Der El Stern
739 6401 11 0 Neee CFXACCESS 10021 0.203 0.223 0.203 0.23 0.001 0 <th0< th=""> 0 0 <th0< th=""></th0<></th0<>				(ai.m/s)	(um)	(m)				COLIMNS:	(cu.m/h)	(17/m/10)	(Triet)	Cristel B	(mim)	
7.200 0 3.11 New CSMAACCESSND016 0.005 0.5 10 0 1 7.19 0 2.01 10m CSMAACCESSND016 0.005 0.0 2 0	SW ACCESS RD 02/1	73.89		1000		1	0	None	C SW ACCESS RD 02/1	0.023	0 022	0:001		10	•	ARAD S were NO minister stores measure 71 town At Trees
719 0 2.11 None CTMACCORD 513 6001 5 2 10 0 714 0.00 2.01 News CTMACCORD 513 6001 5 20 0 2 2 10 0 2 <td< td=""><td>SW ACCESS RD 01/3</td><td>_</td><td></td><td>D</td><td></td><td>3.12</td><td></td><td>tione</td><td>C SW ACCESS RD 01/6</td><td>0.009</td><td>0.004</td><td>0</td><td>-</td><td>9</td><td></td><td>AREA 5 year 20 minutes storm average 71 3 mm/h 7 core 1</td></td<>	SW ACCESS RD 01/3	_		D		3.12		tione	C SW ACCESS RD 01/6	0.009	0.004	0	-	9		AREA 5 year 20 minutes storm average 71 3 mm/h 7 core 1
31.es 0 201 New C.117.110 3.33 3.33 6 5 30 0 44.63 74.84 201 21.3 0.03 2.01 0 New C.117.110 3.33 5.33 6.33 5 30 0 0 44.63 74845.20multintem 21.3 0.03 1.3 0 0 2.63 0.615 5 10 0 44.63 74845.20multintem 71.01 2.75 2.75 10 0 10 44.63 74845.20multintem 71.11 0 0 1.44.05 7.85 7.80 9.01 9.01 9.01 9.01 9.01 9.01 10	SW ACCESS RD 01/4			0		2.51		None	CIW ACCESS ND ON'T	0.052	0.651	009	-	9	0	Alkit were bine to them were it house to be
Txt 0.000 2/0 0 wittelewidth C/102 0.1 0 wittelewidth 5 1 0 2 0 2 1 0 1 0 1 0 1 0 1 <th1< th=""> <th1< th=""> <th1< th=""></th1<></th1<></th1<>	SW ALLFEG Phon /5			0		2.01		Nove	CSTGROOT	5223	122.2	0	-	00	0	ABLC were Shreening them account of here & the
4013 2113 0113 2113 0113 113 0 Move 4013 2113 013 113 0 Move 4013 213 0 0 4月時 Neve 4013 713 0 0 4月時 Neve 4013 713 0 0 1165 Neve 4013 713 715 Neve 4013 713 715 Neve 4013 715 Neve 4015 Neve 4013 715 Neve 4013 715 Neve 4013 715 Neve 4013 715 Neve 4015 Neve 4013 715 Neve 4013 715 Neve 4015 Neve 4015 Neve 4015 Neve 4015 Neve 4015 N	SW ACCESS RD 01/6	_		0.009		2.05	•	Intel Capacity	C STG3 ADAD	0.276	0.240	0.015		0	•	A REAL TO A DATE OF THE PARTY O
7.10 5.271 7.15 5.271 7.15 0 4.18 7.11 0.2%	SW ACCESS RD 08/1			0.02		1	0	Nove								Transfer "Linear and a second second second second at the second is
7165 0 4.18 1 7122 0 146 1 71,11 0236	V DA/V	72.67		1423												
2 223 0 146 1	SW ACCESS RD OL/T	72.65		0		4.78		None								
22.11	WWACCESS MILOLO	12.22		0		145		None								
	170N	12.11		0.236												

PC DETAILS					
Alme.	Man D	VAM V	North State	Max D/S.	Due to Soom
P SW ACCESS AD 02/1	0001	57.5	71.831	21812	Alldh Sverk Merinteristion meeses 71 merh Zone
# 5W ACCESS ND 01/1	1.512	-	21915	11.871	average 71 B much
P 5W ACCESS RD 01/4	3.486	2.24	2172	31.620	vew. Withevisi sizem average 71 3 and h 2
P SIN ACCESS RD OLIS	540	117	11212	NOC 14	verse Attended street, weeken 71 (merch 2
P SW ACCESS RD 04/h	185	1.80	11333	71.054	when 20 minuted utarm average 71 3 minute 2
P SW ACCESS NO BW1	1,00,0	132	197.72	12.21	Alfall Sycar, Minustris starm, average 71, 5 mm/h. Pro-
E/ID Nd	SNE	23	12,467	22.642	to Martin Switcher 71, 3 march 2
P SW ACCESS NO 64/1	583	112	72.60	77.721	version 71.1 new Mr. 2
P SW ACCESS ND 01/2	5055	151	101 24	72.094	Mentantic starts average 71. 1 march 2
1000 M4	0.342	0.23	12.54	22.321	Allal Syner, 10 meters unter presses 11, march 7444

Tilene	No. CUIS	Max D D/M	Sale D	Max D	Max DAV	Mae Written	A454 V
TSWACCESS RELEVE	0	0	9.013	0	0	0	0
F SW ACCESS RD (TL/K	0	0	0.201	0	•	0	0
1 SW ACCESS SD OUT	0		0.025	0		0	0

OVERFLOW ROUTE DEFAUL

TION SHEET	
SY/HYDRAULIC CALCULATION	
DLOGY/HYDRAI	ORM EVENT
AINS - HYDROLOGY	EAR ARI MINOR STORI
DRAINS	20 YEAR AF

SUB-CATCHERINT DITAILS

ь	
20 YEAR ARI MINOR STORM EVENT	T/MDDE DETAILS
2	1

Name Unsile Owner Mare Owner File Cound File <				Í					Contraction of the local division of the loc							
ms constrainty co		15M NON	Mar Pond	Max Sariaco	Mar Pond		Over10+		Name	Max	pinte	Cranted	Pares	Graved	Suop.	Date to Scores
Accounting The main of the			104	CULLUN MOTO		TUCCODULT	(CULTINAL)			FIOWOL	Max Q	MaxQ	ų	Tc	P	
Accession 131 0 126 0 9000 653 603 653 900 653 900 663 900 663 900 663 900 663 900 663 900 663 900 900 600 9 900 600 9 900 600 9 100 0				(1/4/10)	(m m)	(m)	The second s			100 miles	formult	-towney	inner.	(una)	(mun)	
Constrained The second Constrained Second Constrained Second	N ACC, USE NO 02/1	1614		0.03		1.28	0	Note.	C.SW ACCESS AD 02/1	000	0.005	0000	*	90	•	AMA During 20 storage clime, and see 92 dama from 1
Accession(M) 73.15 0 2.04 Nume. C.FML state 0.06 <td>WACCTSS RD 01/1</td> <td>72.55</td> <td></td> <td>0</td> <td></td> <td>2.87</td> <td></td> <td>None</td> <td>C SW ACCESS NO OVIE</td> <td>0.012</td> <td>0.011</td> <td>1000</td> <td>-</td> <td>0</td> <td>0</td> <td>ALL Direy Never and Lines of Area in Tree 1</td>	WACCTSS RD 01/1	72.55		0		2.87		None	C SW ACCESS NO OVIE	0.012	0.011	1000	-	0	0	ALL Direy Never and Lines of Area in Tree 1
CCCRSH001/1 TL 0 1.33 None CSTLL 0 3 10 0 1 10 <th10< th=""> 10 <th10< th=""></th10<></th10<>	V ACCENS RO 01/4	72.35		0		2.01		Norte	C SW ACCESS RD 01/1	1000	0.046	0.005	5	9	•	AAAA 20 very 20 minutes town average 92 Amon/h Town 1
American construction 1.54 0.001 Initial construction 0.345 0.345 0.345 0.34 <th0.34< th=""> 0.34 334<td>V ACCESS NO 01/5</td><td>121</td><td></td><td>0</td><td></td><td>159</td><td></td><td>Nove</td><td>C5703L07</td><td>4.746</td><td>674</td><td>0</td><td></td><td>9</td><td>9</td><td>ARA 10 year 20 minutes many average d3 dimentic from 1</td></th0.34<>	V ACCESS NO 01/5	121		0		159		Nove	C5703L07	4.746	674	0		9	9	ARA 10 year 20 minutes many average d3 dimentic from 1
ACCOST 72:41 0.005 1.11 0 Nove ACCOSTOP/1 7.11 0 Nove Nove ACCOSTOP/1 7.11 0 A Nove ACCOSTOP/1 7.11 0 A Nove ACCOSTOP/1 7.11 0 A Nove ACCOSTOP/1 7.14 0 1 Nove ACCOSTOP/1 7.14 0 1 Nove	V ACCTSS RD 01/III.	71.00		0.012		8	1000	Inter Capacity	C STUB ROAD	0.80	0.145	0.004	-	9		Alice 10 and 20 and 10
NOUT 728 6.7% 4.1 4.15	V ACCUSS PD 01/1			0.055		1.16	0	None								+ M HER TURNAL BATH, AMPLIAN THE MAN A LINE A COMPTON A REPORT
Access 00 0(1) 72,71 0 1 413 1 413 1 413 1 413 1 413 1 413 1 413 1 413 1 413 1 1 1 1	NOUL	1974		S.76												
0 71-01 0 114 114 114 114 114 114 114 114 114	ACCESS 00	1.1		•		4.13		None								
7.64		-		•		3.34		Nane								
	NOU2	72.64		050												

PEPCOETA ILE					
C MM THE C	Vas V	V MaxU/S		Max 7/3	Date to Starm
P 5W ACCESS \$5 0221 0.01			1	71.83	AREA 20 year, 20 minutes soorn, average 92.4 mw/h, Zone 1
P DW ACCESS ND 01/3 0, 5688	83	0 72.415	19	72,349	AMER 20 year, 20 minutes intern average (0,4 min/h 20ng 1
P 9M ACCESS RD 01/4 6 56	2.2	12 232		77.103	ANGN 20 year, 20 mouths room, prover 92 4 multh, 20ne 1
# 5/N MCCESS ND 01/5 6 #33	128	12027 2	5	21.616	AMEN 20 YOY, 20 CHINGTH ROOM, SHEDRE ROAMIN, 2016 1
P SW ACCESS ND 01/16 65	22	246.17	2	71.255	ABGR 20 year, 20 minutes litters, pressee 92.4 march, 2one 1
P 3W ACCESS ND 02/2 0.005	125	S 72.28		12,301	ARER 20 year, 20 munutes storm, average 92,4 mulh, 2pne 1
54/ U/10 N-2	2.22	22,813	1	12.791	AREA 20 year, 20 menuini marin, avyone 20,4 mm/h. Zove 1
P 9W ACCESS R0 01/1 6/784	3.16	14.21 8		22,627	AliGR 20 year, 20 minutes intern, average 92,4 ms/0, 20ve 1
P 5W ACCESS ND 01/2 & 905	24	72.527	0	22.00	ABLA 20 year, Norunutes storm, merges 92 A rea/h, Jone 1
Price Date	67.0	EE922 0	-	72.627	A458 20 year, 10 minutes storm, average 127 mm/h. tone 1

N Stav Wittim Max V Date to Storm 0 0 0 1 0,018 0,038 AB38 Stryters 20 minutes storm, average PD.4 mot/N, Zone 1

Date to Storm

May Drive Max Width

	8
H	
H	
SH	
S	
Ĕ	
≤	
2	Ŀ.
Ĭ	1
0	
$\underline{\circ}$	
n	
≸	
ō	
3Y/HYDRAULIC CALCULATION (Ę
X	2
/DROLOG	R
2	P
Ж	00
5	9
Ĩ	EAR ARI MAJOR STORM EVE
Ś	Æ
Ź	1¥
RA	0 YEAR

PHILE DETAILS	Contraction of the		and the second se				SUB-CATCHWORT DETAILS							
Nume	(cum/d)	Verily 1	19	U/X Max D/X Dati 1950 (end	5 Dar to Storm.		Name	Max Flow O	Paved	Grassed Max D	Paved	Grassed Tc	Supp	Due to Storm
P SW ACCESS NO 02/1	0.036	101	71245	71842	2 Attal 100 year, Menutes score, access 120 newly, Tone 1	more love 1		(oum/s)	lou m/s)		(min)	(mar)	[mul]	
A TWANTES AND CALL STOCK	\$ 522	2.85	73.63	73.453	3 ARAR 200 year, Mischnick science, average 120 mm/h, 2	tronully, Zone 1	C SW ACCTS RD R0/1	2016	0.014	0.001		10	0	ADDA 100 year, 20 minutes storre, average 120 mes/h, 2per 1
PLAN ACT STOCK W2 4	121	28	71,246	246.21	-	mm/h, Zore 1	C SRL ACCESS ND 01/N	0.014	0.010	1000	~	9	0	A28.8 100 year, 20 minutes store, average 120 mm/h, 20mil
P SWACCISS NO CUS	16578	162	72.775	11.463	3 ARAR 100 year, Munutes storm, average 130 me/h, Tone	month. Tone 1	C SW ACCTSS RD 03/1	0.044	0.08	0.002	5	9	0	ABA IOD year, Dimentes store, average 130 mm/h, Zheo I
P DV/ ACCESS AD 01/6	219.8	2.02	21430	71.454	 ARAR 500 year, 20 mentes trorm, server 120 mm/h. Zone 1 	mm/P. Zone 1	CATGRICT	8.175	8.173	0	5	91	0	ARAS 100 year, 20 minutes storm, merage 120 mer/h, 20re 1
TNID OF SETS AN WE F	0.063	0.75	3672	72.975	 ARLA 200 year, Minimutes Horm, average 120 mm/h, Zone 	meult. Zone 1	C210180AD	0.41	0.421	0.035	8	10	ò	AR&R 100 vege, 70 munutes cloren, aversae 170 mm/h. Zone 1
1/10/44	3111	622	74.54	NEW	4 ARAN KOYAM, MINEWISSINGS, SHORE, SHORE, 2014	mindle core 1								
P DW ACCESS NO CR/C	6.022	271	74.134	3076	AREA 100 year, 20 minutes them, average 120 mm/h, 20ne	mm/h, Zone 1								
P SW ACCESS ND CL/2	1.46A	181	24,050	23,825		mm/N. Zone I								
PN 0100	0.494	0.17	24,650		74.06 ARAR 200 year, Nominutes storm, acristo LNmm/h. Zone 1	mmillu Zone 1	ALCONOMIC ADDRESS OF A DESCRIPTION OF A							
	10000				A REAL PROPERTY OF A REAL PROPER		OVERUOW POLITIC DETAILS		and the other designment of the local division of the local divisi				-	table in the state of the second s
							Alone Mar	O LICENSE	DOVY 34	May Diffetta 0.015 Sele 0 May 5 May 201 May Week Mar V	O Mar D	No. No. W.	Acres Man	V Dee to Stern
											(The second second	The second se		

FOR ROAD ACT APPROVAL	DRAINAGE CALCULATIONS	Peter Na Bayes Anchoro Dey tu Ference 16-001115/15/15 : RAA 301 00
FOR R	0	
	CSR	CSR HORSLEY PARK - OLD WALLGROVE ROAD WIDENING ROAD & DRAINAGE DESIGN
	Accomment of program of a program of the constraints of the constraints when a constraint of the constraints	MOTOR CONSTRUCTION UNLESS STRVPED IN CERTIFICION ON CONTRACTOR OF CERTIFICION OF CERTIFICIONO OFFICIONO OFFI
	Thrughead Law Once and Law Onc	⁶ Roj str Bi, Ko Zhanan Katalan Kata Katalan Katalan Kata Katalan Katalan

page 98 of 102 pages



99 of 102 pages Page



page 101 of 102 pages



Page 102 of 102 pages