

# 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)**

*AS* 1055

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**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 Minister and the Developer are parties to a Principal Planning Agreement in relation to the Development dated 20<sup>th</sup> 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;

- 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 number 311 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 902 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.

**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**).

**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.

**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 non-contractual 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.

## **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:

	<b>Development Contribution (subject to clause 4)</b>	<b>Timing</b>
	<b>Road Works</b> The Developer must carry out and complete the Road Works in clauses <b>2.1 and 2.2</b> of Schedule 4.	In accordance with the process set out in <b>clause 2</b> of this Schedule 4.
	<b>Monetary Contribution</b> 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 <b>clause 2.4</b> of Schedule 4) in accordance with <b>clause 3.1</b> of this Schedule 4.	Pursuant to <b>clause 5</b> 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
- (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

- (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
  - (iii) 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.

### 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 <b>clauses 2.4 and 4</b> of Schedule 4.	Pursuant to <b>clause 5</b> 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 <b>clauses 2.4 and 4</b> of Schedule 4.	Pursuant to <b>clause 5</b> 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 <b>clause 5</b> of this Schedule 4

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

- (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;
  - (ii) 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
  - (iii) 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;

- (i) enters into a WAD with the Roads Authority in relation to the Road Works in accordance with this deed;
- (ii) provides security to the Roads Authority for the Estimated Cost Cap of the Road Works under the WAD; and
- (iii) 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:
  - (i) 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.

#### **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)**

If:

- (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
  - (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:
  - (i) 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

- (ii) 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
- (ii) 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.

**SCHEDULE 3**

**Annexure C**

# CSR HORSLEY PARK - OLD WALLGROVE ROAD WIDENING

## ROAD & DRAINAGE DESIGN

### FOR ROAD ACT APPROVAL



LOCALITY PLAN  
N.T.S.

**LGA FAIRFIELD COUNCIL**  
DA 893.1/2013  
LOT 1, DP 106143



#### DRAWING LIST

No.	DRAWING TITLE
000	GENERAL
001	COVER SHEET
002	GENERAL NOTES & LEGEND
003	GENERAL ARRANGEMENT PLAN
004	FUTURE WORKS PLAN
005	SEDIMENT & EROSION CONTROL
101	SEDIMENT & EROSION CONTROL PLAN
102	SEDIMENT & EROSION CONTROL NOTES & DETAILS
201	SITE REGRADING
301	ENGINEERING PLAN
302	ENGINEERING PLAN
303	ROAD CROSS SECTIONS
304	ROAD CROSS SECTIONS SHEET 01 OF 02
305	ACCESS ROAD CROSS SECTIONS SHEET 02 OF 02
401	ROAD LONGITUDINAL SECTIONS
402	ACCESS ROAD LONGITUDINAL SECTION
501	INTERSECTION PLANS
502	ACCESS ROAD ALIGNMENT PLAN 01 OF 02
503	ACCESS ROAD ALIGNMENT PLAN 02 OF 02
601	TRAFFIC MANAGEMENT
602	TRAFFIC MANAGEMENT
701	DRAINAGE
702	CATCHMENT PLAN
703	DRAINAGE LONGITUDINAL SECTIONS LINE No.01-03
801	DRAINAGE CALCULATIONS
802	STRUCTURAL
803	TYPICAL STRUCTURAL PIT DETAILS
901	CULVERT BASE SLAB DETAILS
902	RETAINING WALL PLAN AND LONGITUDINAL SECTION
903	RETAINING WALL DETAILS

CSR HORSLEY PARK - OLD WALLGROVE ROAD WIDENING  
ROAD & DRAINAGE DESIGN

## GENERAL

61. ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH FAIRFIELD COUNCIL'S ENGINEERING DESIGN AND ENGINEERING CONSTRUCTION SPECIFICATIONS AND TO THE REQUIREMENTS OF THE CERTIFYING AUTHORITY

- INSPECTIONS BY CERTIFYING AUTHORITY ARE REQUIRED AT THE FOLLOWING STAGES AND THE WORKS APPROVED PRIOR TO CONTINUANCE OF ANY FUTURE WORK:

- (b) PRIOR TO BACKFILLING PIPELINES, SLEIGHT, DRAINS AND DOWNS.
- (c) PRIOR TO CASTING OF PITS AND OTHER CONCRETE STRUCTURES, INCLUDING KERB AND GUTTER BUT FOLLOWING PLACEMENT OF FOOTINGS, FORMWORK AND REINFORCEMENT.
- (d) PRIOR TO PLACING OF A BASE AND ALL SUBSEQUENT PAVEMENT LAYERS, A PROOF ROLL TEST OF EACH PAVEMENT LAYER IS REQUIRED.
- (e) FORMWORKS PRIOR TO POURING CONCRETE IN PAVING AREA OR FOOTPATH CROSSING AND OTHER ASSOCIATED WORK.

- (f) PRIOR TO BACKFILLING PUBLIC UTILITY CROSSINGS IN ROAD RESERVES,  
(g) FINAL INSPECTIONS AFTER ALL WORKS ARE COMPLETED AND WORKS AS EXECUTED PLANS HAVE  
BEEN SUBMITTED TO COUNCIL.
- Q3. NO TREES ARE TO BE REMOVED UNLESS APPROVAL IS GRANTED BY COUNCIL'S LANDSCAPE COMPLIANCE  
OFFICER OR AS AUTHORISED BY DEVELOPMENT CONSENT.

55. NO WORK IS TO BE CARRIED OUT ON COUNCIL PROPERTY OR ADJOINING PROPERTIES WITHOUT THE WRITTEN PERMISSION FROM THE OWNERS.

56. VEHICULAR ACCESS AND ALL UTILITIES/SERVICES ARE TO BE MAINTAINED AT ALL TIMES TO ADJOINING PROPERTIES AFFECTED BY CONSTRUCTION.

67. ALL RUBBISH, BUILDINGS, SHEDS AND FENCES TO BE REMOVED TO SATISFACTION OF COUNCIL'S ENGINEER.
68. COUNCIL ENGINEERS HAVE DISCRETION TO VARY, AS CONSIDERED NECESSARY, THE ENGINEERING REQUIREMENTS IN RESPECT OF A PARTICULAR SUBMISSION OR DEVELOPMENT HAVING REGARD TO THE SITE CONTEXT.

## **EARTHWORKS**

- [illegible]

- E3 THE SOIL SHALL BE EXCAVATED, REDISTRIBUTED, SLOPED, SHAPED, AND LEVELLED TO THE RESPONSIBILITY OF THE FILLING AS DIRECTED BY THE ENGINEER. THE EXCAVATION SHALL BE TO THE DEPTH OF THE EXISTING FILL TO THE PROPOSED FINISH ELEVATION. AT THE END OF THE WORK, SHALL CORRECT THE ADJACENT AREAS CORRESPONDING WITH THE REQUIREMENTS OF THE SPECIFICATION AND DRAWINGS BY WRITTEN NOTIFICATION.
- E4 IN AREAS TO BE FILLED, WHERE THE SLOPE OF THE NATURAL SURFACE EXCEEDS 10:1 (4:1), BENCHES ARE TO BE CUT TO PREVENT SLIPPING OF THE PLACED FILL MATERIAL AS REQUIRED BY THE CONSULT.
- E5 ALL BATTERS ARE TO BE SCAPED TO A DEPTH OF 50 MM TO ASSIST WITH ADHESION OF TOP SOIL TO BATTER FACE.

- 65 PROVIDE NUTRIENT TO N AND MAXIMUM SOIL NUTRIENT LEVELS WITH ON-HOURLY IRRIGATED AREAS, AND ALL OTHER AREAS DISTURBED DURING CONSTRUCTION. TOPSOILED AREAS TO BE STABILIZED WITH APPROVED VEGETATION A MAXIMUM OF 14 DAYS AFTER TOPSOILING AND ARE TO BE WATERED TO ENSURE GERMINATION.
67. THE CONTRACTOR SHALL CONTROL SEDIMENTATION, EROSION AND POLLUTION DURING CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT EDITION OF "MANAGING URBAN STORMWATER: SOILS AND CONSTRUCTION PRODUCED BY LANICOMI.

- E6. ALUMINUM 1" METRIC WIDE CONTINUOUS STRIP OF COUGH GRASS SHALL BE PLACED BEHIND THE BACK OF ALL KERBS AND OTHER CONCRETE STRUCTURES IMMEDIATELY AFTER THE COMPLETION OF THE FOOTPATH GRADING. OTHER ELEMENTS AS APPLICABLE, AND SHALL BE MAINTAINED AND REPLACED AS REQUIRED DURING THE CONSTRUCTION MAINTENANCE PERIOD.

**EXERCISES**

- C031. SURVEY SOURCED FROM  
-SURVEYOR CALBRE CONSULTING  
-LOT 14 MIDSTAY PARK BOYS PLAY - MAX 25% SURVEY DATED 05. JUNE 2013  
-DITMID ARCHAEO SITE DATED 03. APRIL 2013
- C032. CONTRACTOR IS TO ENSURE THAT ALL WORKS ASSOCIATED WITH PROPERTY BOUNDARIES ARE TO BE SET OUT OR  
VERIFIED BY A REGISTERED SURVEYOR
- C033. PRES-UP TO 750G SHALL BE CONSTRUCTED WITH STEEL AND SOCKET RUBBERING JOINTS AND BE OF RIBBE  
REINFORCED CONCRETE. REINFORCING SHALL BE 12MM DIA. BARS  
WHERE REINFORCED CONCRETE PRES ARE TO BE USED. A REINFORCING COLUMN IS TO BE PROVIDED OVER  
PHE JOINTS.

- CG4 PILES GREATER THAN 7500 ARE TO BE CONSTRUCTED FROM SULPHATE RESISTANT CEMENT

[illegible]

## ROADWORKS

- R1. SUBGRADES AND SUB BASES ARE TO BE COMPACTED IN ACCORDANCE WITH COUNCIL'S CONSTRUCTION SPECIFICATION**

- R2. SUBSOIL DRAINS TO BE PROVIDED ON BOTH SIDES OF ROADS (EXCEPT WHERE THERE IS STORMWATER DRAINAGE).

- 150 x 300 U GALVANISED STEEL RIBS TO BE PLACED IN ALL RIBS 175 ON LOW SIDE OF ROAD
- PROVIDE SUITABLE ADAPTOR TO ALLOW CONNECTION OF 90 MM DIAMETER STORMWATER PIPE

- B5 SERVICE CONDITIONS TO BE PLACED AS DIRECTED BY ALL PUBLIC UTILITY AUTHORITIES INCLUDING INTERCITY COUNCIL.

- R6. PROPOSED UTILITIES AND SERVICES CROSSING EXISTING ROADS SHALL BE PROVIDED FOR USING A TR

- R7 CONCRETE FOOTPATH CONSTRUCTION IS TO BE BONDED WITH COUNCIL PENDING COMPLETION OF

- R8: ALL TEMPORARY ROADS MUST BE TEMPORARILY SEALED WITH A SINGLE COAT FLUSH SEAL.

- APPLIED IN TWO 25 MM THICK LAYERS. THE FINAL AC LAYER IS TO BE AC 10 AND IS TO BE BONDED WITH COUNCIL AND PLACED FOLLOWING APPROVAL FROM COUNCIL.

- USE, RAISED RETRO-REFLECTIVE PAVEMENT MARKERS TO CONFORM TO AS-965 RETRO-REFLECTIVE MATERIALS AND DEVICES FOR ROAD TRAFFIC CONTROL PURPOSES'. ALL APRONS AND KERB FACE ON C

- B11. ALL LOT AND HOUSE NUMBERS MUST BE STENCILLED ON REAR FACE

- R12 STREET SKINS TO COUNCIL STANDARD MUST BE INSTALLED BY THE CONTRACTOR

## STORMWATER

- S1. ALL PIPES TO BE SPIGOT AND SOCKET. RUBBER RING JOINTED

- APPROVED GRANULAR MATERIAL UNLESS OTHERWISE APPROVED BY THE COUNCIL ENGINEER.

- (3) METERS OF SUBSOIL DRAINAGE WRAPPED IN GEOTEXTILE STOCKING MUST BE PROVIDED TO ALL DOWNSTREAM FIRMS.

55. ALL PITS MUST BE BENCHED AND STREAMLINED. PROVIDE SL72 REINFORCEMENT AND G

- S6. CONCRETE IS TO HAVE MINIMUM COMPRESSIVE STRENGTH OF 32MPA AT 28-DAYS UNLESS OTHERWISE APPROVED BY THE COUNCIL ENGINEER

- 5/7. ALL IN-BORELOTMENT DRAINAGE MUST HAVE A MINIMUM PIPE DIAMETER OF 150 MM AND A MINIMUM GRADE OF 1% UNLESS OTHERWISE APPROVED BY THE COUNCIL ENGINEER.

- PITS MUST BE PROVIDED AT ALL CHANGES OF GRADE AND DIRECTION.

- S10. 1% AEP OVERLAND FLOW PATHS MUST BE FORMED AND SHOWN ON WORKS AS EXECUTED DRAWINGS.

- 5.11. ALL POURS (BOOTH DESIGN AND W/FE) ARE TO CLEARLY DELINEATE THE EXTENSION OF FLOOD LINE INCLUDING THE 5% AEP, 1% AEP AND PMF.

- IN ACCORDANCE WITH COUNCIL'S REQUIREMENTS.

- S.14 CATCH DRAINS MUST BE CONSTRUCTED AS REQUIRED BY THE APPROVED PLANS OR THE PRINCIPAL CE AUTHORITY.**

- SOIL AND WATER MANAGEMENT PLANS ARE TO BE PREPARED FOR ALL DISBURSED SITES AND ADHERED TO ALL TIMES DURING THE CONSTRUCTION AND MAINTENANCE PERIODS.

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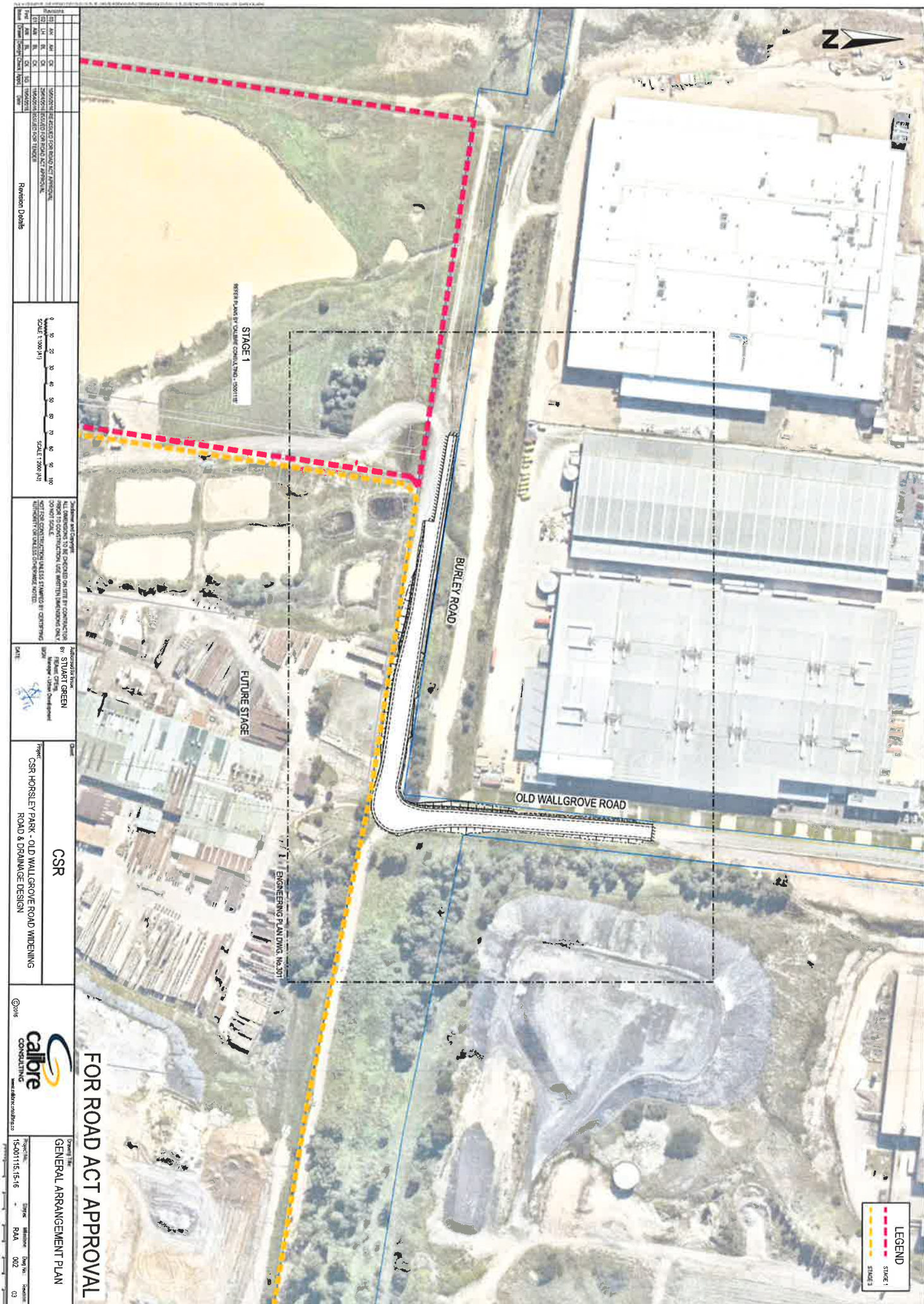
Client:	CSR
Project:	CSR HORSELEY PARK - OLD WALL GROVE ROAD WIDENING ROAD & DRAINAGE DESIGN

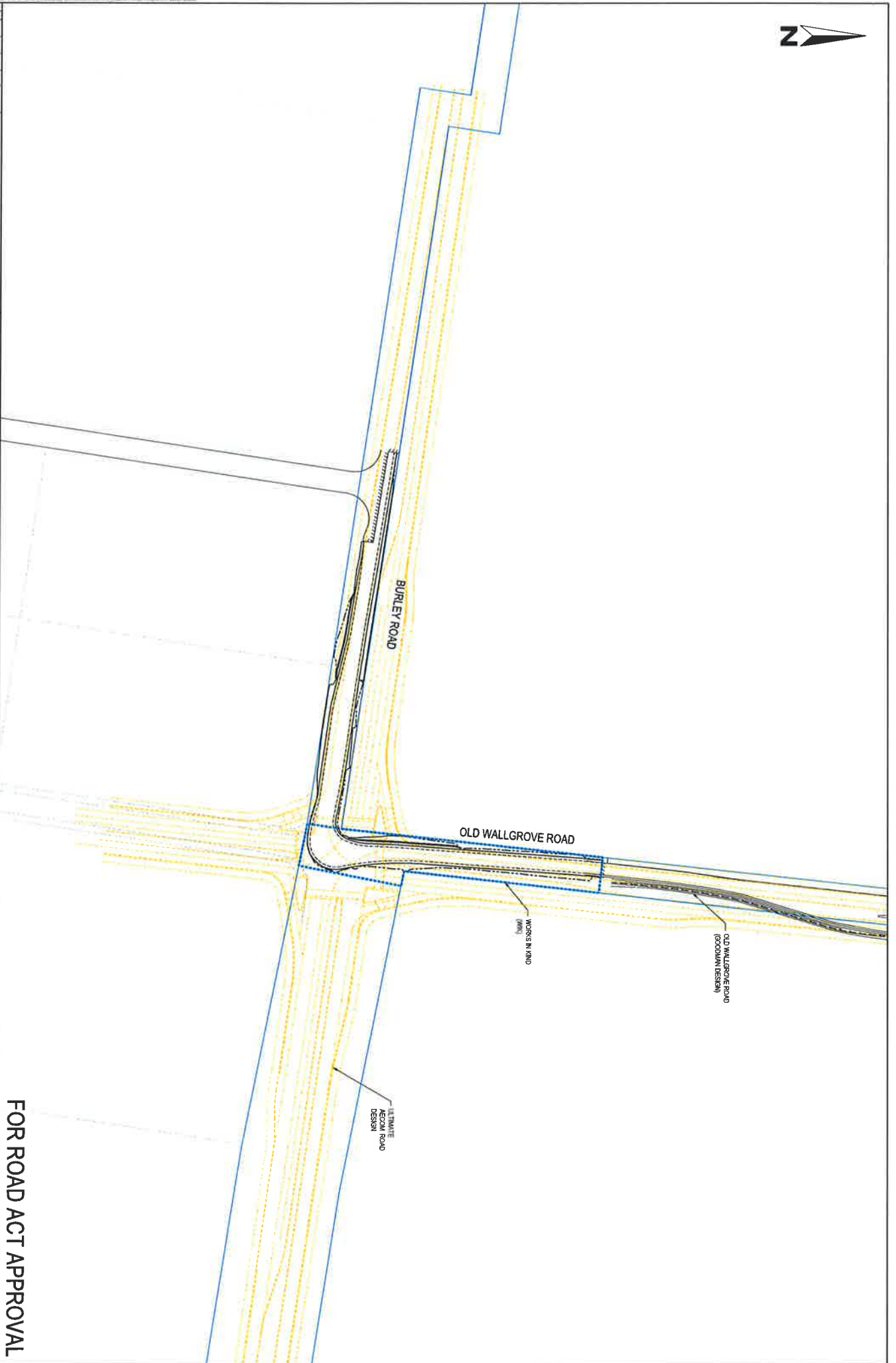


FOR ROAD ACT APPROVAL

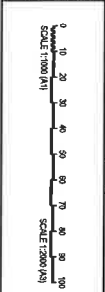
DESCRIPTION	PROPOSED	EXISTING	FUTURE
STORMWATER PRELINE			
STORMWATER DRAINAGE PITS			
DRAINAGE LINE No. 3 DRAINAGE PIT No. 10			
CONCRETE HEADWALL			
SUBSOIL DRAIN			
150mm HSBG AND GUTTER			
ROLL CURB AND GUTTER			
KERB ONLY			
EDGE STRIP			
NON-PAVEMENT KERB			
DISH CROSSING			
VEHICULAR CROSSING			
PEDESTRIAN RAMP			
EDGE OF BITUMEN			
ROAD PAVEMENT			
BENCHMARK			
BATTERS			
CONCRETE PATHWAY			
CONTROLS			
SITE REGARDING AREA			
SERVICE LINES			
SEWER GAS WATER			
ELECTRICITY			
COMMUNICATION LINES			
TELEPHONE FIBRE OPTIC			
OVERHEAD LINES AND POLES			
SERVICE PITS			
TELECOM PIT, ACCESS CHAMBER			
HYDRAUNT STOP VALVE, AIR VALVE			
LIMIT OF ROAD CONSTRUCTION			
LIMIT OF SITE			
FENCE			
POST AND RAIL FENCE			
SECURITY FENCE			
LOT NUMBERS			
TREES TO REMAIN WITHIN SITE			
TREES TO BE REMOVED WITHIN SITE			
RETAINING WALL			
ROCK WALL			







Revisions	
REV	DESCRIPTION
01	ISSUED FOR ROAD ACT APPROVAL
02	ISSUED FOR ROAD ACT APPROVAL
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ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS.

DATE: 15/01/15

CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING ROAD & DRAINAGE DESIGN



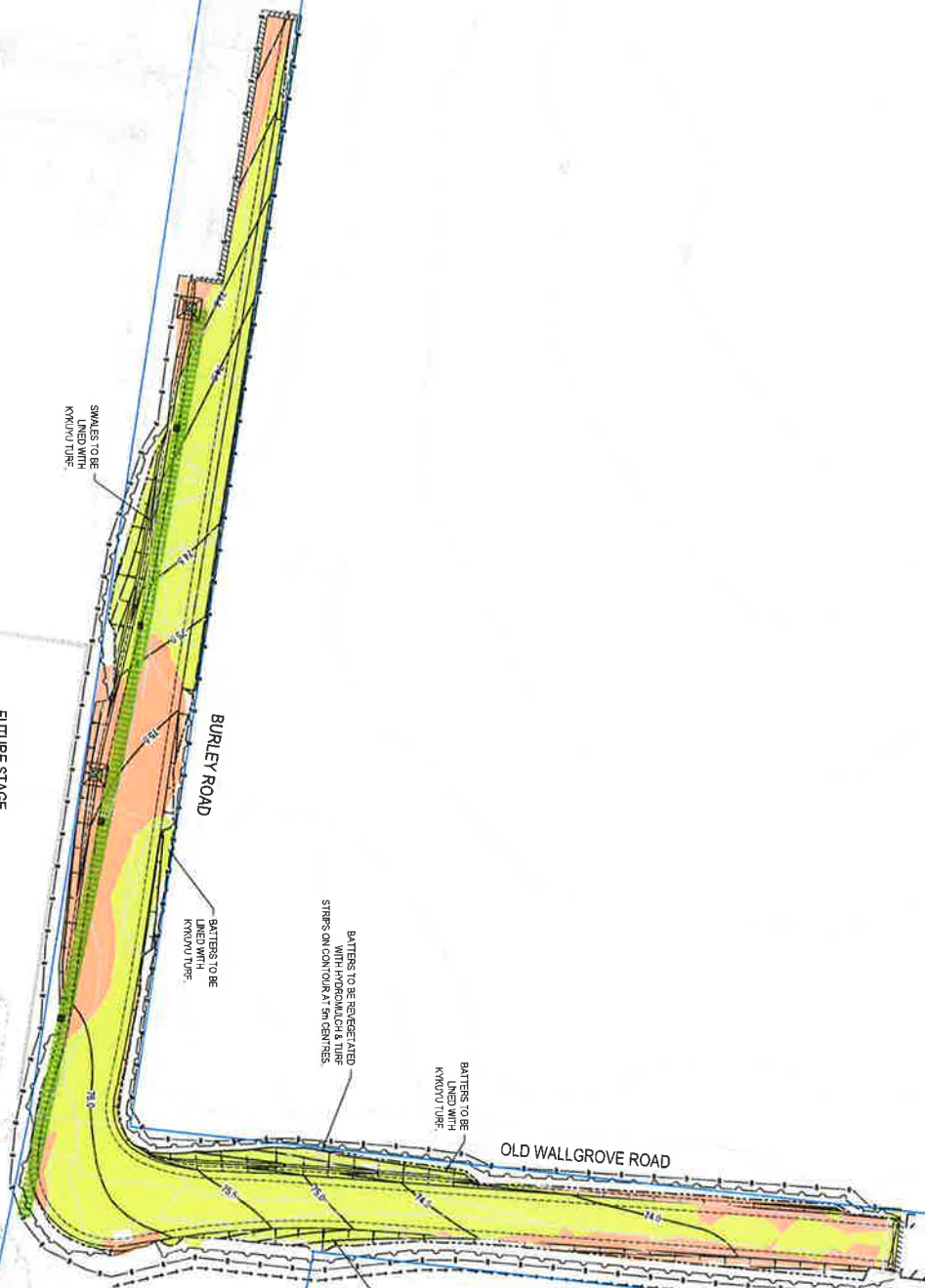
FOR ROAD ACT APPROVAL





STAGE 1  
REFER PLANS BY CALBRE CONSULTING - 1500115.

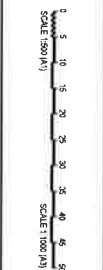
FUTURE STAGE



LEGEND	
	SEDIMENT FENCE (SD 5.4)
	BARRIER FENCE
	CATCH DRAIN/DIVERSION BANK (SD 5.9)
	STABILISED ACCESS POINT
	GEOTEXTILE INLET FILTER (SD 5.12)
	MESH & GRAVEL INLET FILTER (SD 5.11)
	STREAM BALE FILTER (SD 6.7)
	LEVEL SPREADER (SD 5.6)
	EXISTING CONTOUR (ORIGINAL NATURAL SURFACE)
	PROPOSED CONTOUR
	CUT AREA
	FILL AREA

FOR ROAD ACT APPROVAL

Revisions	
Rev	Description
01	Initial Design
02	Revised Design
03	Final Design



Author	STUART GREEN
Checked	STUART GREEN
Drawn	STUART GREEN
Date	15/01/15

Project	CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING
Client	CSR



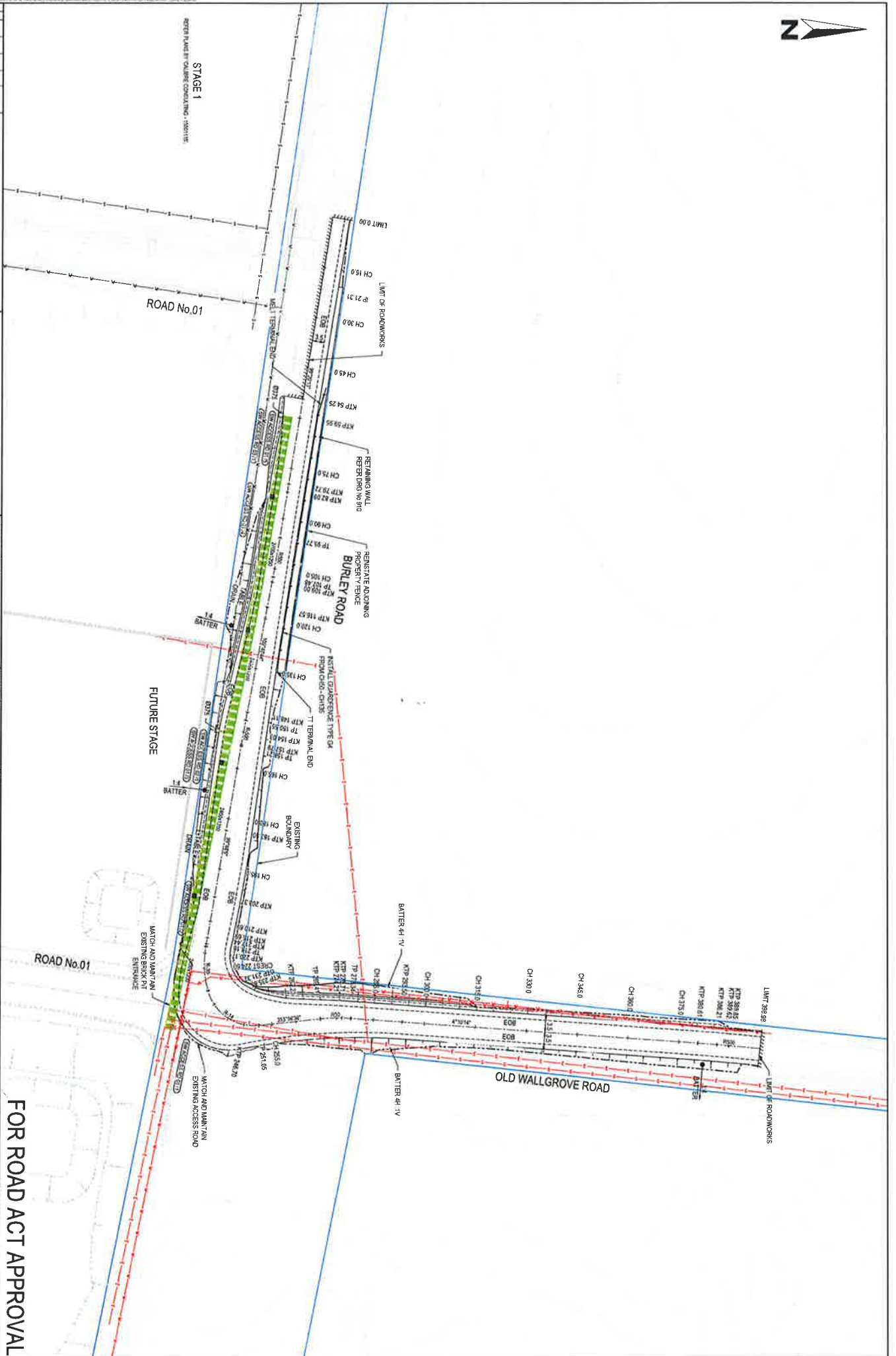
Project No.	1500115-15-16
Stage	ROAD
Draw No.	101
Revision	03











Revisions	By	Date	Description
1	AM	14/01/2016	ISSUED FOR ROAD ACT APPROVAL
2	AM	14/01/2016	ISSUED FOR ROAD ACT APPROVAL
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ALL DIMENSIONS TO BE OBTAINED ON SITE BY CONTRACTOR  
NOT TO SCALE  
NOT FOR CONSTRUCTION UNLESS STAMPED BY CERTIFYING  
AUTHORITY OR UNDER SUPERVISOR'S CONTROL

Drawn by: STUART GREEN  
Checked by: STUART GREEN  
Date: 14/01/2016

Project: CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING  
Road & Drainage Design

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Drawing title: ENGINEERING PLAN  
Project No: 15-00115-15-16  
Scale: RAA 301  
Date: 15/01/2016

FOR ROAD ACT APPROVAL









**PAVEMENT EVALUATION**  
- ALL ROAD PAVEMENT TO BE CONSTRUCTED IN ACCORDANCE WITH GEOTECHNICAL REPORT: GEOTECHNICAL PART 1 - APRIL 2016  
- REPORT NO. 16-001-001

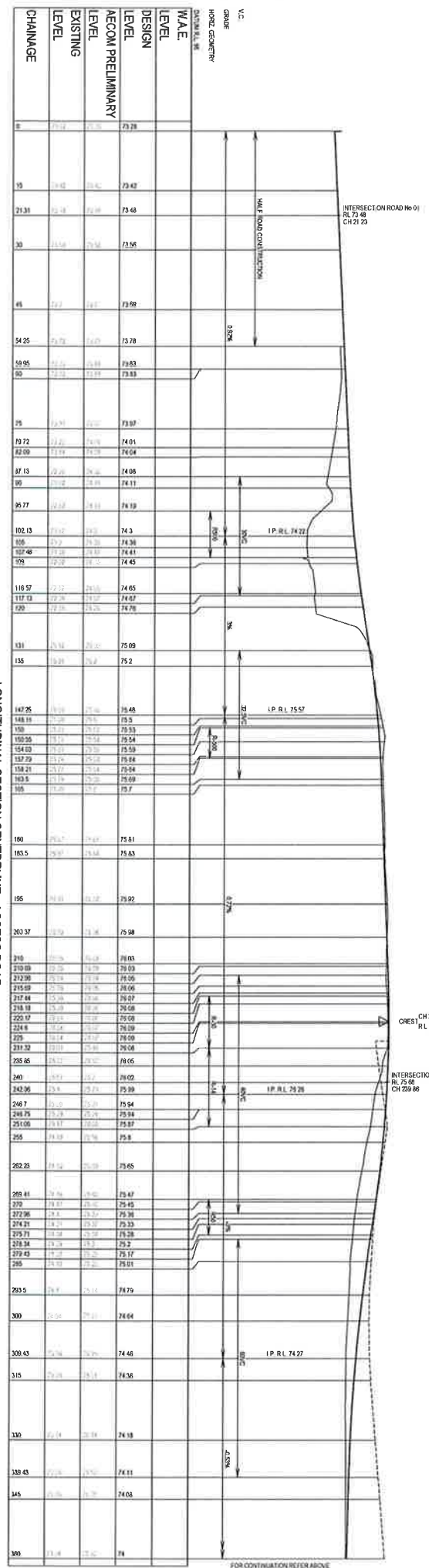
**LEGEND**

—	EXISTING LEVEL
—	DESIGN LEVEL
—	AECON PRELIMINARY LEVEL

V.L.	GRADE	4.5%
W.A.E.	W.A.E.	
DESIGN LEVEL	74	73.92
AECON PRELIMINARY LEVEL	74	73.85
EXISTING LEVEL	74	73.84
CHAINAGE	360	375

LONGITUDINAL SECTION CENTRELINE - ACCESS ROAD CONT.

SCALE 1:200 (H)  
SCALE 1:100 (V)



LONGITUDINAL SECTION CENTRELINE - ACCESS ROAD

SCALE 1:200 (H)  
SCALE 1:100 (V)

**FOR ROAD ACT APPROVAL**

0 1 2 3 4 5 6 7 8 9 10 SCALE 1:200 (H) 0 5 10 15 20 25 30 35 40 45 50 SCALE 1:100 (V)	ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR. DIMENSIONS FOR PAVEMENT CONSTRUCTION SHALL BE IN METERS. DIMENSIONS FOR UTILITY CONSTRUCTION SHALL BE IN METERS. DIMENSIONS FOR OTHER CONSTRUCTION SHALL BE IN METERS. DIMENSIONS FOR OTHER CONSTRUCTION SHALL BE IN METERS.	BY: STUART GREEN PROJECT: CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING DATE: 15/01/15	CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING ROAD & DRAINAGE DESIGN	15/01/15 15-16 ROAD ACT APPROVAL
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ROAD No.01

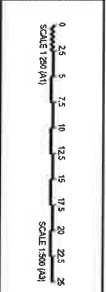
STAGE 1  
REFER PLANS BY CHAIRMAN CONSULTING - 15061115

FUTURE STAGE

FOR CONTINUATION REFER TO DWG. No 602

FOR ROAD ACT APPROVAL

Rev	By	Date	Description
01	AM	15/06/2015	ISSUED FOR ROAD ACT APPROVAL
02	AM	15/06/2015	ISSUED FOR ROAD ACT APPROVAL
03	AM	15/06/2015	ISSUED FOR ROAD ACT APPROVAL
04	AM	15/06/2015	ISSUED FOR ROAD ACT APPROVAL
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100	AM	15/06/2015	ISSUED FOR ROAD ACT APPROVAL



ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR  
CONTRACTOR TO BE RESPONSIBLE FOR ANY DISCREPANCIES  
BETWEEN DIMENSIONS AND DIMENSIONS ON DRAWING  
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BETWEEN DIMENSIONS AND DIMENSIONS ON DRAWING

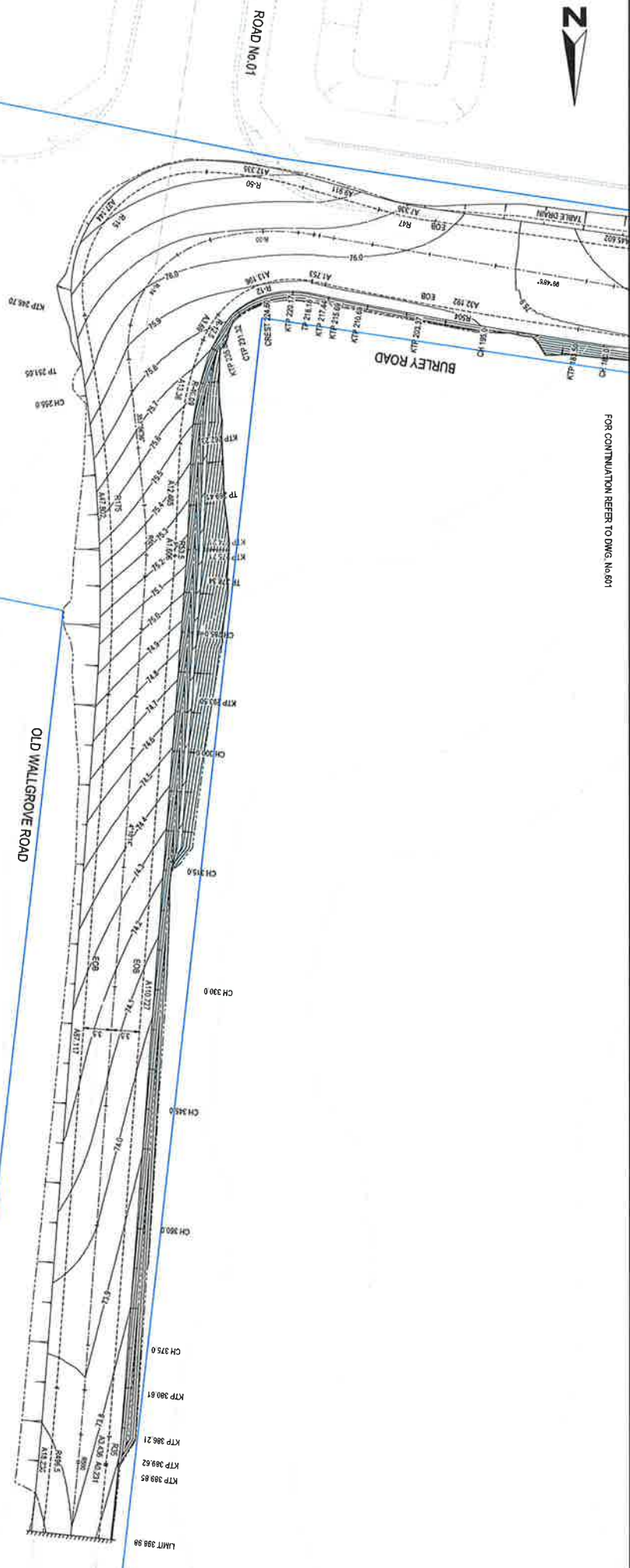
Authorised by road:  
STUART GREEN  
Roads Engineer  
Signature: [Signature]  
Date: [Date]

Project:  
CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING  
ROAD & DRAINAGE DESIGN



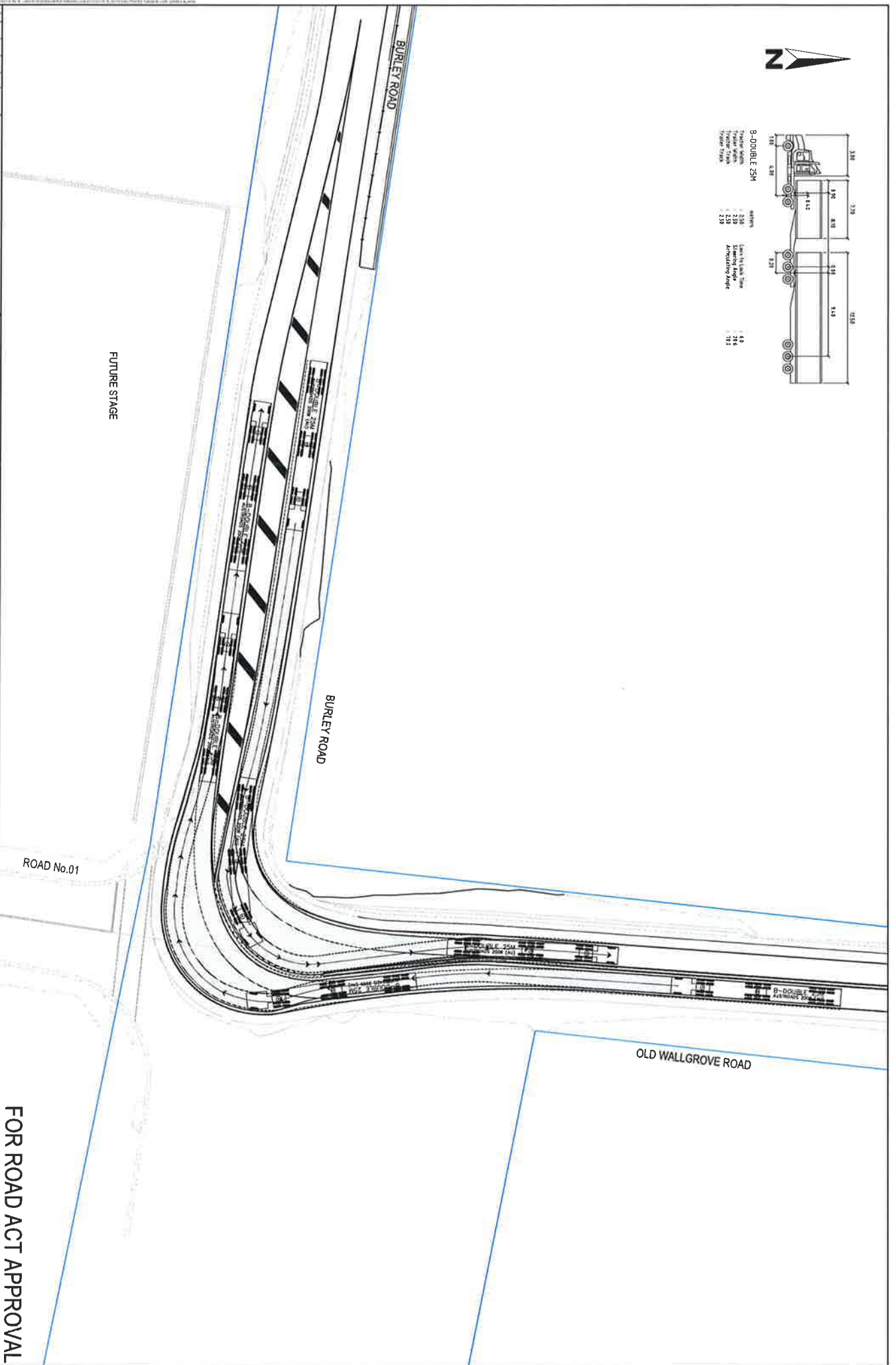
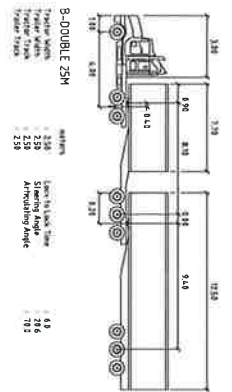
Access Road Alignment Plan  
01 OF 02  
Project: CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING  
Scale: RAA 801  
Date: 15-16





FOR ROAD ACT APPROVAL

[illegible]



FUTURE STAGE

BURLEY ROAD

OLD WALLGROVE ROAD

ROAD No.01

FOR ROAD ACT APPROVAL

CSR

CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING ROAD & DRAINAGE DESIGN



Project No: 15-001715-15-16  
Drawing No: R04 71C  
Scale: 1:1000

Drawn by: [Signature]  
Checked by: [Signature]  
Date: 03

Revisions	By	Date	Description
1	AM	01/01/2016	ISSUED FOR ROAD ACT APPROVAL
2	AM	01/01/2016	ISSUED FOR ROAD ACT APPROVAL
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Revision Details

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SCALE 1:500 (M)  
0 5 10 15 20 25 30 35 40 45 50  
SCALE 1:1000 (M)

ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR  
FOR CONSTRUCTION. DIMENSIONS FOR WHOLE ROADWORKS ONLY.  
DO NOT SCALE. DIMENSIONS FOR WHOLE ROADWORKS ONLY.  
AUTHORITY DIMENSIONS OVERWRITTEN NOTES.

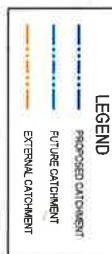
Authorised by: [Signature]  
by: STUART GREEN  
Roadwork Design  
Signature: [Signature]  
Date: [Date]

Project: CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING ROAD & DRAINAGE DESIGN

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Project No: 15-001715-15-16  
Drawing No: R04 71C  
Scale: 1:1000

Drawn by: [Signature]  
Checked by: [Signature]  
Date: 03



FOR ROAD ACT APPROVAL

[illegible]

ALL DIMENSIONS TO BE CHECKED ON SITE BY CONSTRUCTION PERSONS TO CONSTRUCTION. USE WRITTEN DIMENSIONS ONLY.  
DO NOT SCALE.  
NOT FOR CONSTRUCTION UNLESS STAMPED BY CERTIFIED AUTHORITY OR UNLESS OTHERWISE NOTED.

BY: **STUART GREEN**  
FIEAust COEng,  
Manager - Urban Development  
SICON

Project	CSR
CSR HORSLEY PARK - OLD WALL GROVE ROAD WIDENING ROAD & DRAINAGE DESIGN	



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Project No.	Sample	Material	Unit No.	Remarks
15-001115-15-16	-	RAA	801	C9





## DRAINS - HYDROLOGY/HYDRAULIC CALCULATION SHEET

#17	NAME	SEX	Age	Max Power Watt	Max Surface Temp (°C)	Max Torque (Nm)	Max Pressure (mmHg)	Max Oxygen (ml/min)	Comment
SW AC0535 00 0172	SW AC0535 00 0172	M	71.88	0	32.00	1.3	0	None	
SW AC0535 00 0174	SW AC0535 00 0174	M	71.67	0	3.21	2.51	0	None	
SW AC0535 00 0175	SW AC0535 00 0175	M	71.69	0	0.086	2.61	0	None	
SW AC0535 00 0176	SW AC0535 00 0176	M	71.6	0	0.086	2.61	0	None	
SW AC0535 00 0177	SW AC0535 00 0177	M	71.6	0	0.086	2.61	0	None	
SW AC0535 00 0178	SW AC0535 00 0178	M	72.07	3.261	4.38	0	0	None	
SW AC0535 00 0179	SW AC0535 00 0179	M	72.65	0	4.38	0	0	None	
SW AC0535 00 0180	SW AC0535 00 0180	M	72.33	0	3.65	0	0	None	
N 0172				0.276					

SUB-CATCHMENT DETAILS						Due to Storm
Name	Mean Flow (m <sup>3</sup> /s)	Peak Flow (m <sup>3</sup> /s)	Estimated Peak (m <sup>3</sup> /s)	Forecasted Peak (m <sup>3</sup> /s)	Storage	
C50W ACCESS RD D7.1	0.002	0.002	0.001	1	0	A&B 5 year, 20 minutes storm, average 2.1 mm/h, Zone 5
C50W ACCESS RD D7.2	0.008	0.008	0	5	20	A&B 5 year, 20 minutes storm, average 2.1 mm/h, Zone 5
C50W ACCESS RD D7.3	0.005	0.005	0.003	5	30	A&B 5 year, 20 minutes storm, average 2.1 mm/h, Zone 5
C50D3 LOT 7	3.521	3.521	0	5	10	A&B 5 year, 20 minutes storm, average 2.1 mm/h, Zone 5
C50D3 LOT 8	0.290	0.290	0.015	5	0	A&B 5 year, 20 minutes storm, average 2.1 mm/h, Zone 5

Name	Mean Q.1/25	Mean Q.0/5	Std. Q.	Mean D	Mean Dev	Mean Width	Mean V
F-5W ACCESS RD 0/1/5	0	0	0.1273	0	0	0	0
F-5W ACCESS RD 0/1/5	0	0	0.2311	0	0	0	0
F-5W ACCESS RD 0/1/5	0	0	0.1055	0	0	0	0

TYPE OF TREATMENT	Name	Time (min)	Time (h)	Time (days)	Time (years)
P 50W ACCT55 (0.05/0.1)		0.003	1.29	71.823	71.817
P 50W ACCT55 (0.05/0.1)		0.003	1.3	71.917	71.917
P 50W ACCT55 (0.05/0.1)		0.003	1.3	72.017	72.017
P 50W ACCT55 (0.05/0.1)		0.003	1.3	72.117	72.117
P 50W ACCT55 (0.05/0.1)		0.003	1.3	72.217	72.217
P 50W ACCT55 (0.05/0.1)		0.003	1.3	72.317	72.317
P 50W ACCT55 (0.05/0.1)		0.003	1.3	72.417	72.417
P 50W ACCT55 (0.05/0.1)		0.003	1.3	72.517	72.517
P 50W ACCT55 (0.05/0.1)		0.003	1.3	72.617	72.617
P 50W ACCT55 (0.05/0.1)		0.003	1.3	72.717	72.717
P 50W ACCT55 (0.05/0.1)		0.003	1.3	72.817	72.817
P 50W ACCT55 (0.05/0.1)		0.003	1.3	72.917	72.917
P 50W ACCT55 (0.05/0.1)		0.003	1.3	73.017	73.017
P 50W ACCT55 (0.05/0.1)		0.003	1.3	73.117	73.117
P 50W ACCT55 (0.05/0.1)		0.003	1.3	73.217	73.217
P 50W ACCT55 (0.05/0.1)		0.003	1.3	73.317	73.317
P 50W ACCT55 (0.05/0.1)		0.003	1.3	73.417	73.417
P 50W ACCT55 (0.05/0.1)		0.003	1.3	73.517	73.517
P 50W ACCT55 (0.05/0.1)		0.003	1.3	73.617	73.617
P 50W ACCT55 (0.05/0.1)		0.003	1.3	73.717	73.717
P 50W ACCT55 (0.05/0.1)		0.003	1.3	73.817	73.817
P 50W ACCT55 (0.05/0.1)		0.003	1.3	73.917	73.917
P 50W ACCT55 (0.05/0.1)		0.003	1.3	74.017	74.017
P 50W ACCT55 (0.05/0.1)		0.003	1.3	74.117	74.117
P 50W ACCT55 (0.05/0.1)		0.003	1.3	74.217	74.217
P 50W ACCT55 (0.05/0.1)		0.003	1.3	74.317	74.317
P 50W ACCT55 (0.05/0.1)		0.003	1.3	74.417	74.417
P 50W ACCT55 (0.05/0.1)		0.003	1.3	74.517	74.517
P 50W ACCT55 (0.05/0.1)		0.003	1.3	74.617	74.617
P 50W ACCT55 (0.05/0.1)		0.003	1.3	74.717	74.717
P 50W ACCT55 (0.05/0.1)		0.003	1.3	74.817	74.817
P 50W ACCT55 (0.05/0.1)		0.003	1.3	74.917	74.917
P 50W ACCT55 (0.05/0.1)		0.003	1.3	75.017	75.017
P 50W ACCT55 (0.05/0.1)		0.003	1.3	75.117	75.117
P 50W ACCT55 (0.05/0.1)		0.003	1.3	75.217	75.217
P 50W ACCT55 (0.05/0.1)		0.003	1.3	75.317	75.317
P 50W ACCT55 (0.05/0.1)		0.003	1.3	75.417	75.417
P 50W ACCT55 (0.05/0.1)		0.003	1.3	75.517	75.517
P 50W ACCT55 (0.05/0.1)		0.003	1.3	75.617	75.617
P 50W ACCT55 (0.05/0.1)		0.003	1.3	75.717	75.717
P 50W ACCT55 (0.05/0.1)		0.003	1.3	75.817	75.817
P 50W ACCT55 (0.05/0.1)		0.003	1.3	75.917	75.917
P 50W ACCT55 (0.05/0.1)		0.003	1.3	76.017	76.017
P 50W ACCT55 (0.05/0.1)		0.003	1.3	76.117	76.117
P 50W ACCT55 (0.05/0.1)		0.003	1.3	76.217	76.217
P 50W ACCT55 (0.05/0.1)		0.003	1.3	76.317	76.317
P 50W ACCT55 (0.05/0.1)		0.003	1.3	76.417	76.417
P 50W ACCT55 (0.05/0.1)		0.003	1.3	76.517	76.517
P 50W ACCT55 (0.05/0.1)		0.003	1.3	76.617	76.617
P 50W ACCT55 (0.05/0.1)		0.003	1.3	76.717	76.717
P 50W ACCT55 (0.05/0.1)		0.003	1.3	76.817	76.817
P 50W ACCT55 (0.05/0.1)		0.003	1.3	76.917	76.917
P 50W ACCT55 (0.05/0.1)		0.003	1.3	77.017	77.017
P 50W ACCT55 (0.05/0.1)		0.003	1.3	77.117	77.117
P 50W ACCT55 (0.05/0.1)		0.003	1.3	77.217	77.217
P 50W ACCT55 (0.05/0.1)		0.003	1.3	77.317	77.317

# DRAINS - HYDROLOGY/HYDRAULIC CALCULATION SHEET

HTT Node Details	Node Name	Max WGL	Max Period WGL	Max Surface Flow (mm/hr)	Min Flowrate (mm/hr)	Overflow (mm/hr)	Constraint
SW AGC535 02/01/1	SW AGC535	71.91	0	0.03	1.38	0	None
SW AGC535 02/01/2	SW AGC535	71.91	0	0	2.82	0	None
SW AGC535 02/01/3	SW AGC535	71.91	0	0	2.04	0	None
SW AGC535 02/01/4	SW AGC535	71.91	0	0	2.04	0	None
SW AGC535 02/01/5	SW AGC535	71.91	0	0.01	1.99	0.00	None
SW AGC535 02/01/6	SW AGC535	71.91	0	0	1.15	0	None
SW AGC535 02/01/7	SW AGC535	72.44	0	0	4.11	0	None
SW AGC535 02/01/8	SW AGC535	72.44	0	0	3.34	0	None
SW AGC535 02/01/9	SW AGC535	72.44	0	0.90	0	0	None

LIFE-CYCLES/TITLES						
Name	Mass	Period	Gravestd	Period	Gravestd	Supp.
	Flow Q	Mass Q	TC	TC	TC	TC
C.W. AKESSS 08-012	0.01	0.018	0.002	0.002	0.002	0
C.W. AKESSS 08-016	0.012	0.01	0.001	0.001	0.001	0
C.W. AKESSS 08-018	0.01	0.005	0.005	0.005	0.005	0
C.W. AKESSS 08-019	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-021	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-022	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-023	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-024	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-025	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-026	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-027	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-028	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-029	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-030	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-031	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-032	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-033	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-034	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-035	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-036	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-037	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-038	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-039	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-040	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-041	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-042	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-043	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-044	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-045	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-046	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-047	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-048	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-049	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-050	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-051	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-052	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-053	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-054	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-055	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-056	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-057	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-058	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-059	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-060	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-061	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-062	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-063	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-064	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-065	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-066	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-067	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-068	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-069	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-070	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-071	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-072	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-073	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-074	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-075	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-076	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-077	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-078	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-079	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-080	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-081	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-082	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-083	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-084	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-085	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-086	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-087	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-088	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-089	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-090	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-091	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-092	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-093	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-094	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-095	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-096	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-097	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-098	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-099	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-100	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-101	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-102	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-103	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-104	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-105	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-106	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-107	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-108	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-109	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-110	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-111	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-112	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-113	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-114	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-115	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-116	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-117	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-118	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-119	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-120	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-121	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-122	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-123	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-124	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-125	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-126	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-127	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-128	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-129	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-130	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-131	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-132	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-133	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-134	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-135	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-136	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-137	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-138	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-139	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-140	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-141	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-142	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-143	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-144	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-145	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-146	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-147	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-148	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-149	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-150	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-151	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-152	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-153	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-154	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-155	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-156	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-157	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-158	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-159	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-160	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-161	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-162	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-163	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-164	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-165	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-166	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-167	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-168	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-169	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-170	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-171	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-172	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-173	0.009	0.006	0.005	0.005	0.005	0
C.W. AKESSS 08-174						

OVERFLOW/DOCK DETAILS						
Name	Max D	Min D	Size D	Max D	Min D	Max V
479W-467533-NO-0213	0	0	0.03	0	0	
479W-467533-NO-0176	0.001	0.203	0.006	0.01	0.78	
479W-467533-NO-0171	0	0.005	0	0	0.78	

Due to Screen

4486 20 years, 20 minutes down, average 52.4 mm/h, 200x

[illegible]

# DRAINS - HYDROLOGY/HYDRAULIC CALCULATION SHEET

[illegible]


MATERIAL PROPERTIES									
Name	Bar	Paired	Grated	Paired	Grated	Supp.	Data to 50mm		
	Flow Q	Max Q	Max Q	TC	TC	beam			
	to total	to total	to total						
C 50W 20T55/50 0/0/1	0.004	0.004	0.004	5	10	0	AREA 300 mm <sup>2</sup> x 20 mm thick, 120 mm h, 50 mm l		
C 50W 20T55/50 0/0/1	0.004	0.004	0.004	5	10	0	AREA 300 mm <sup>2</sup> x 20 mm thick, 120 mm h, 50 mm l		
C 50W 20T55/50 0/0/1	0.004	0.004	0.004	5	10	0	AREA 300 mm <sup>2</sup> x 20 mm thick, 120 mm h, 50 mm l		
C 50T10 10T7	0.173	0.173	0	5	10	0	AREA 100 mm <sup>2</sup> x 20 mm thick, 120 mm h, 50 mm l		
C 50T10 10T7	0.173	0.173	0	5	10	0	AREA 100 mm <sup>2</sup> x 20 mm thick, 120 mm h, 50 mm l		
C 50T10 10T7	0.173	0.173	0	5	10	0	AREA 100 mm <sup>2</sup> x 20 mm thick, 120 mm h, 50 mm l		

OVERVIEW INDICATOR DETAILS					
Attribute	Max. Q. (Upper Q. 0.9)	Safe Q.	Mean Q.	Max. Dev.	Max. V.
TSMAACCS-00-001	0	0	0	0	0
TSMAACCS-00-016	0.002	0.005	0.019	0.01	0.38
TSMAACCS-00-017	0	0	0	0	0

At least 100 years, 20th-century, average 120 mm/y, Zone 2

Don't Exceed

[illegible]

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<p>DATE</p> <p>               5/         </p>	

Client	CSR
Project	CSR HORSLEY PARK - OLD WALL GROVE ROAD WIDENING ROAD & DRAINAGE DESIGN

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Drawing Title	
DRAINAGE CALCULATIONS	
Project Title	Supp. Information DWG NO.: NETWORK
15-001115.15-16	RAA 821 03





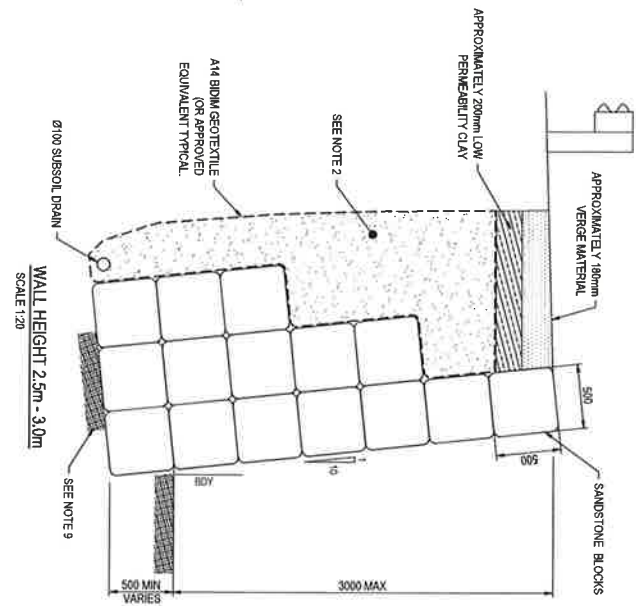
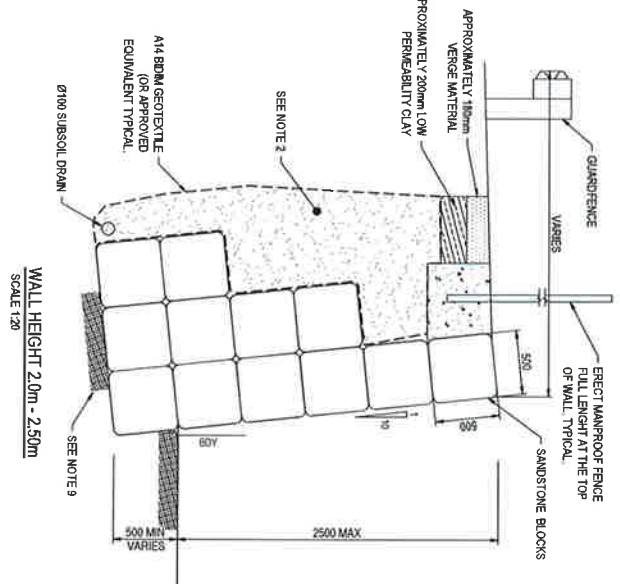
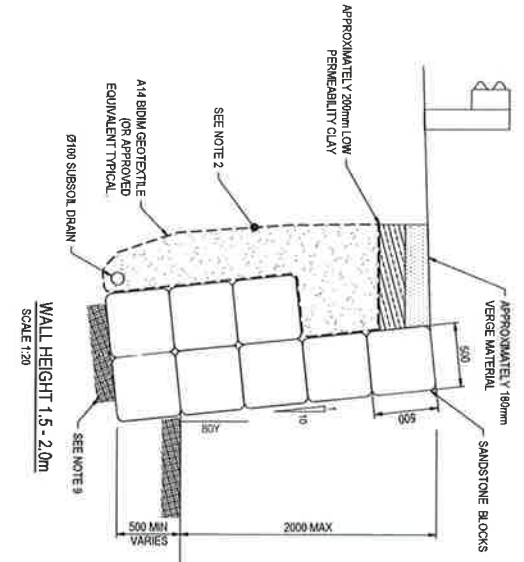
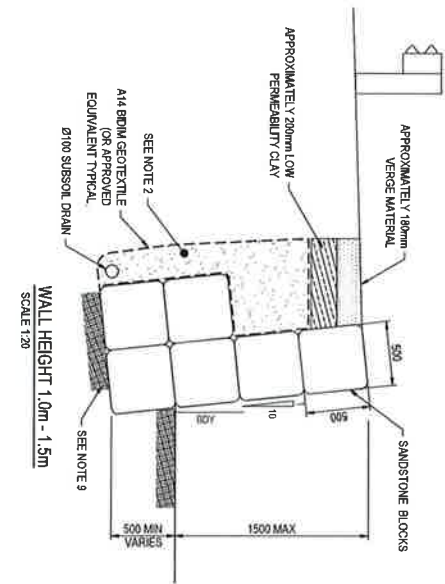
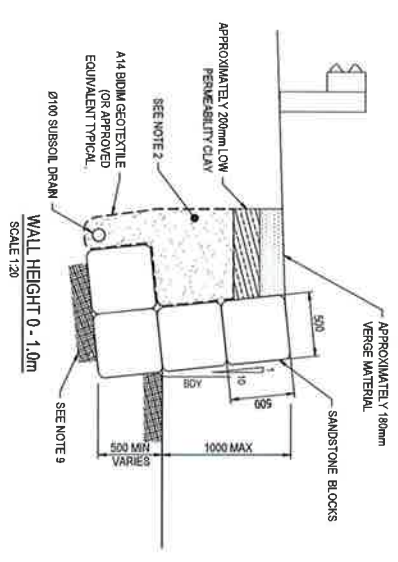






# BLOCK RETAINING WALL NOTES:

1. BLOCK WALL, DESIGNED AS PER AASHTO 2002
2. BACKFILL IS TO BE GRAVELLY FREE DRAINAGE COMPACTED.
3. SANDSTONE BLOCKS TO BE APPROVED FOR A SAFE BEARING CAPACITY OF 750 kPa PRIOR TO CONSTRUCTION TO BE
4. MADE THE SLOPE OF OF RETAINED MATERIAL IS BETWEEN 1:1 & 1:1.5 THE WALL BASE
5. BLOCKS TO BE SAND DRAINED SANDSTONE OR OTHER APPROVED MATERIAL AT LEAST 1:0
6. SOAKAWAY PLAN AREA
7. A COMPACTED 200mm SAND, GRAVEL, SANDSTONE TO BE INSTALLED AT THE BASE OF THE WALL.
8. SANDSTONE BLOCKS TO BE APPROVED FOR A SAFE BEARING CAPACITY OF 750 kPa PRIOR TO CONSTRUCTION TO BE
9. SANDSTONE BLOCKS TO BE APPROVED FOR A SAFE BEARING CAPACITY OF 750 kPa PRIOR TO CONSTRUCTION TO BE
10. SANDSTONE BLOCKS TO BE APPROVED FOR A SAFE BEARING CAPACITY OF 750 kPa PRIOR TO CONSTRUCTION TO BE
11. SANDSTONE BLOCKS TO BE APPROVED FOR A SAFE BEARING CAPACITY OF 750 kPa PRIOR TO CONSTRUCTION TO BE
12. SANDSTONE BLOCKS TO BE APPROVED FOR A SAFE BEARING CAPACITY OF 750 kPa PRIOR TO CONSTRUCTION TO BE



Authorised for issue:  
BY: RAYMOND WU  
BE (MILWAUKEE CIVIL ENGINEERING)  
SIGN: [Signature]  
DATE: 13/05/2016

## FOR ROAD ACT APPROVAL

Rev	By	Date	Description
1	AW	15/05/2016	ISSUED FOR ROAD ACT APPROVAL
2	AW	15/05/2016	ISSUED FOR ROAD ACT APPROVAL
3	AW	15/05/2016	ISSUED FOR ROAD ACT APPROVAL
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100	AW	15/05/2016	ISSUED FOR ROAD ACT APPROVAL

Execution page

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


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

  
.....  
Signature of witness

**JILLIAN HARDIMAN**

.....  
Name of witness in full

**Trinit 3, 39 Delhi Road**  
.....  
Address of witness **NOAH Ryde 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

  
.....  
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

**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)**

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.....	

**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.

**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



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

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 number 311 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 902 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.

**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.

## 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;
- (l) 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.

## 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:
  - (i) 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.**

- (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 (:
  - (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.

## 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.



## **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.

## **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.

## 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:
  - (i) 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

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;

- (ii) 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:
  - (i) 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.

## 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:
  - (i) details of all Development Consents, Construction Certificates, Complying Development Certificates and Subdivision Certificates issued in relation to the Development;
  - (ii) 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 non-compliance with this deed and the reason for the non-compliance;
  - (v) 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.



### **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.

**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;
  - (ii) 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;

- (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.

Requirement under the Act	This deed
<b>Planning instrument and/or development application – (section 93F(2))</b>  The Developer has: <ul style="list-style-type: none"> <li>(a) sought a change to an environmental planning instrument.</li> <li>(b) made, or proposes to make, a Development Application.</li> <li>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</li> </ul>	<ul style="list-style-type: none"> <li>(a) No</li> <li>(b) Yes</li> <li>(c) No</li> </ul>
<b>Description of land to which this deed applies – (section 93F(3)(a))</b>	See Schedule 3
<b>Description of development to which this deed applies – (section 93F(3)(b))</b>	See definition of Development in clause 1.1
<b>Description of change to the environmental planning instrument to which this deed applies – (section 93F(3)(b))</b>	N/A
<b>The scope, timing and manner of delivery of contribution required by this deed – (section 93F(3)(c))</b>	See Error! Reference source not found.
<b>Applicability of sections 94 and 94A of the Act – (section 93F(3)(d))</b>	The application of sections 94 and 94A of the Act is <b>not excluded</b> in respect of the Development.
<b>Applicability of section 94EF of the Act – (section 93F(3)(d))</b>	The application of section 94EF of the Act is <b>excluded</b> in respect of the Development.
<b>Consideration of benefits under this deed if section 94 applies – (section 93F(5))</b>	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.
<b>Mechanism for Dispute Resolution – (section 93F(3)(f))</b>	See clause 8
<b>Enforcement of this deed – (section 93F(3)(g))</b>	See clause 6
<b>No obligation to grant consent or exercise functions – (section 93F(10))</b>	See clause 13.13

Table 2 – Other matters

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



## Schedule 2

### Address for Service (clause 1.1)

#### Minister

**Contact:** The Secretary

**Address:** Department of Planning and Environment  
23-33 Bridge Street  
Sydney NSW 2000

**Facsimile No:** (02) 9228 6455

#### Developer

**Contact:** Wayne Pasalich

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

**Facsimile No:** N/A

**Schedule 3****Land (clause 1.1)**

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

## 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:

	<b>Development Contribution (subject to clause 4)</b>	<b>Timing</b>
	<b>Road Works</b> The Developer must carry out and complete the Road Works in clauses <b>2.1</b> and <b>2.2</b> of Schedule 4.	In accordance with the process set out in <b>clause 2</b> of this Schedule 4.
	<b>Monetary Contribution</b> 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 <b>clause 2.4</b> of Schedule 4) in accordance with <b>clause 3.1</b> of this Schedule 4.	Pursuant to <b>clause 5</b> 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

- (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

- (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
  - (iii) 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.

### 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 <b>clauses 2.4 and 4</b> of Schedule 4.	Pursuant to <b>clause 5</b> 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 <b>clauses 2.4 and 4</b> of Schedule 4.	Pursuant to <b>clause 5</b> 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 <b>clause 4</b> of Schedule 4.	Pursuant to <b>clause 5</b> 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.



## 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.
- (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 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;
  - (ii) 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
  - (iii) 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;
  - (i) enters into a WAD with the Roads Authority in relation to the Road Works in accordance with this deed;
  - (ii) provides security to the Roads Authority for the Estimated Cost Cap of the Road Works under the WAD; and
  - (iii) 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:
  - (i) 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.

#### 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)

If:

- (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

- (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:
  - (i) 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
  - (ii) 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
  - (ii) 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.

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

**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

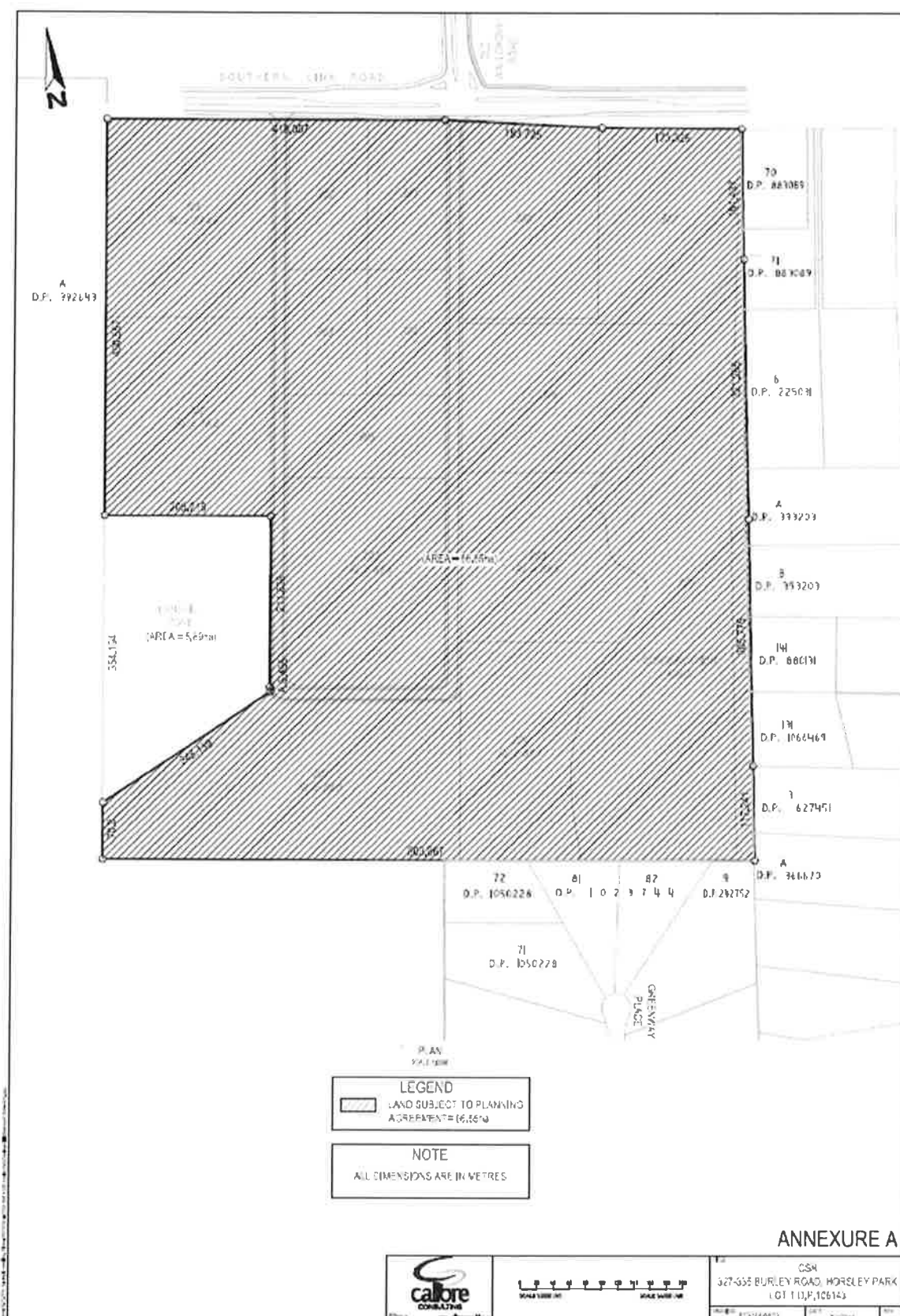
.....  
Name of attorney  
By executing this deed the attorney states  
that the attorney has received no notice of  
revocation of the power of attorney

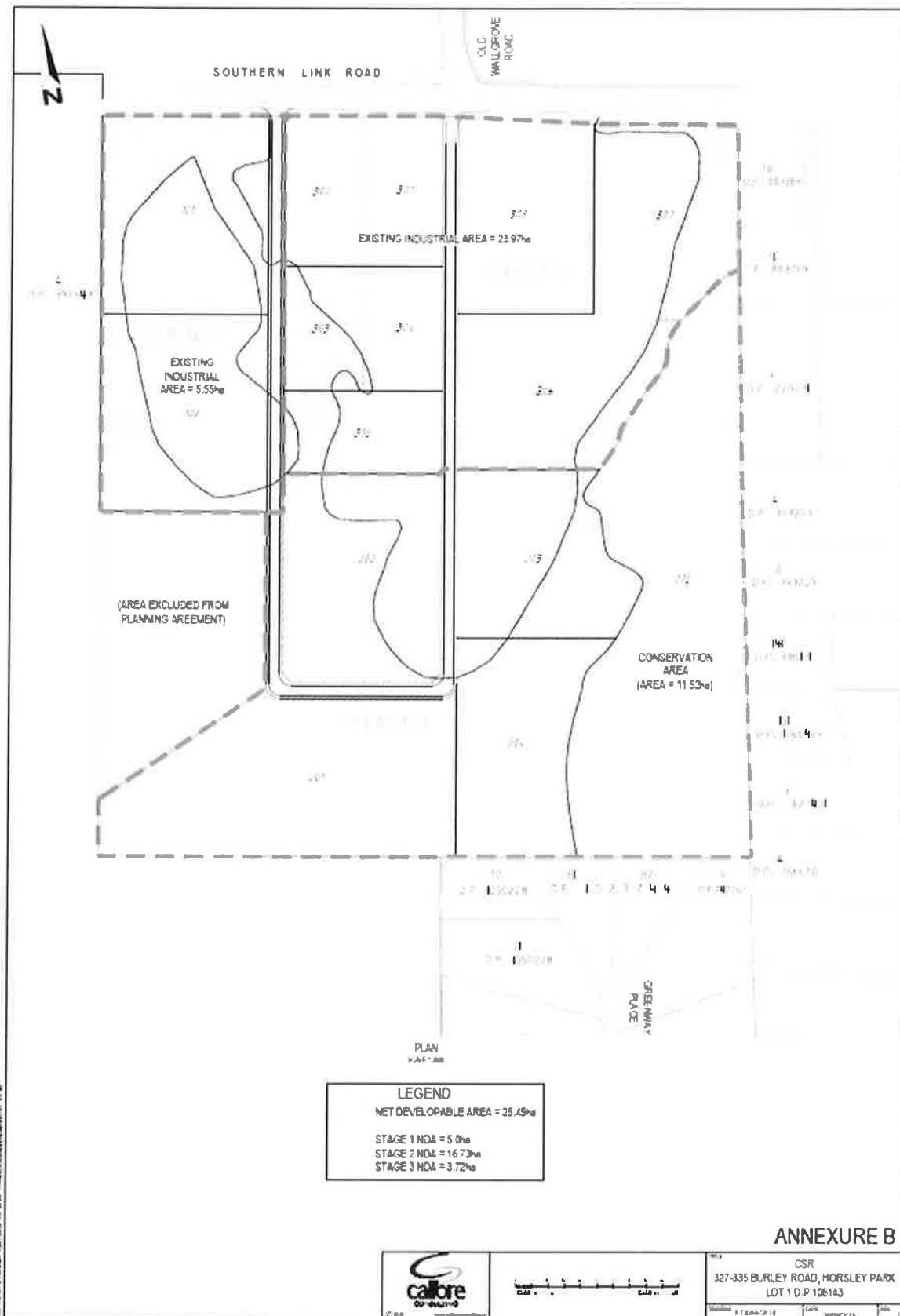
.....  
Address of witness

.....  
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

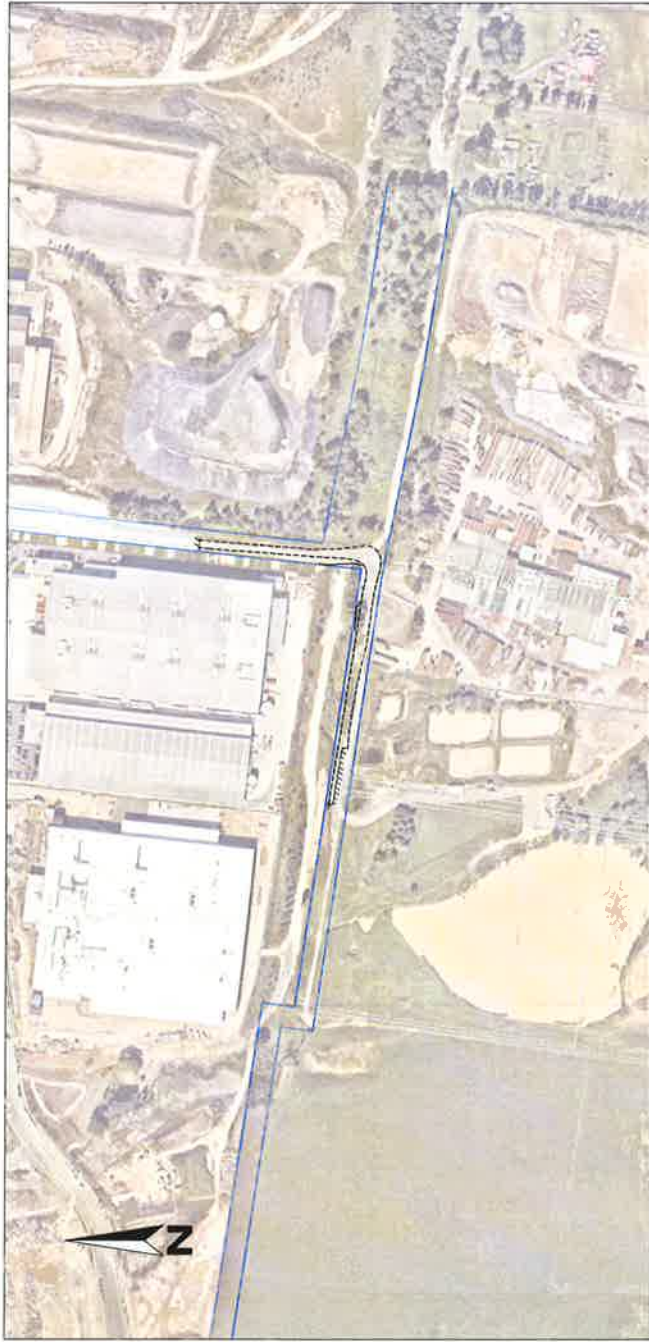






**ANNEXURE C**

DRAWING LIST	
No.	DRAWING TITLE
GENERAL	
000	COVER SHEET
001	GENERAL NOTES & LEGEND
002	GENERAL ARRANGEMENT PLAN
003	FUTURE WORKS PLAN
SEDIMENT & EROSION CONTROL	
101	SEDIMENT & EROSION CONTROL PLAN
102	SEDIMENT & EROSION CONTROL NOTES & DETAILS
SITE REGRADING	
201	SITE REGRADING PLAN
ENGINEERING PLAN	
301	ENGINEERING PLAN
311	LINE MARKING PLAN
ROAD CROSS SECTIONS	
501	ACCESS ROAD CROSS SECTIONS SHEET 01 OF 02
502	ACCESS ROAD CROSS SECTIONS SHEET 02 OF 02
ROAD LONGITUDINAL SECTIONS	
401	ACCESS ROAD LONGITUDINAL SECTION
INTERSECTION PLANS	
601	ACCESS ROAD ALIGNMENT PLAN 01 OF 02
602	ACCESS ROAD ALIGNMENT PLAN 02 OF 02
TRAFFIC MANAGEMENT	
700	TURNING PATHS
DRAINAGE	
NOT LAYOUT PLAN	
811	DRAINAGE LONGITUDINAL SECTIONS LINE No 01-03
821	DRAINAGE CALCULATIONS
STRUCTURAL	
901	TYPICAL STRUCTURAL PIT DETAILS
902	CULVERT BASE SLAB DETAILS
910	RETAINING WALL PLAN AND LONGITUDINAL SECTION
911	RETAINING WALL DETAILS



LGA FAIRFIELD COUNCIL  
 DA 893.1/2013  
 LOT 1, DP 106143

LOCALITY PLAN  
 NTS



## GENERAL

ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH FAIRFIELD COUNCIL'S ENGINEERING DESIGN AND ENGINEERING CONSTRUCTION SPECIFICATIONS AND TO THE REQUIREMENTS OF THE CERTIFYING AUTHORITY. INSPECTIONS BY CERTIFYING AUTHORITY ARE REQUIRED AT THE FOLLOWING STAGES AND THE WORKS APPROVED PRIOR TO CONTINUANCE OF ANY FUTURE WORK.

- A) FOLLOWING INSTALLATION OF EROSION AND SEDIMENT CONTROL STRUCTURES MEASURES
- B) PRIOR TO CASTING PRELINES, SUESSOL DRAINS AND DAMS
- C) PRIOR TO CASTING OF PITS AND OTHER CONCRETE STRUCTURES, INCLUDING KERB AND GUTTER BUT FOLLOWING PLACEMENT OF FOOTINGS, FORMWORK, AND REINFORCEMENT
- D) PRIOR TO LAYMENT OF SUB BASE AND ALL SUBSEQUENT PAVEMENT LAYERS, A PROOF ROLLER TEST OF EACH PAVEMENT LAYER IS REQUIRED

(E) FORMWORK PRIOR TO POURING CONCRETE IN PARKING AREA FOR FOOTPATH CROSSING AND OTHER ASSOCIATED WORK

(F) PRIOR TO BACKFILLING PUBLIC UTILITY CROSSINGS IN ROAD RESERVES

(G) FINAL INSPECTIONS AFTER ALL WORKS ARE COMPLETED AND WORKS AS EXECUTED PLANS HAVE BEEN SUBMITTED TO COUNCIL

NO TREES ARE TO BE REMOVED UNLESS APPROVAL IS GRANTED BY COUNCIL'S LANDSCAPE COMPLIANCE OFFICER OR AS AUTHORISED BY DEVELOPMENT CONSENT

MAKE SMOOTH JUNCTIONS WITH EXISTING WORKS

35 NO WORK IS TO BE CARRIED OUT ON COUNCIL PROPERTY OR ADJOINING PROPERTIES WITHOUT THE WRITTEN PERMISSION FROM THE OWNERS

36 VEHICULAR ACCESS AND ALL UTILITIES SERVICES ARE TO BE MAINTAINED AT ALL TIMES TO ADJOINING PROPERTIES AFFECTED BY CONSTRUCTION

ALL RUBBERISH BUILDINGS, SHEDS AND FENCES TO BE REMOVED TO SATISFACTION OF COUNCIL'S ENGINEER

COUNCIL ENGINEERS HAVE DISCRETION TO VARY, AS CONSIDERED NECESSARY, THE ENGINEERING REQUIREMENTS IN RESPECT OF A PARTICULAR SUBDIVISION OR DEVELOPMENT HAVING REGARD TO THE SITE CONTEXT

1. EARTHWORKS ARE TO BE CARRIED OUT TO THE SATISFACTION OF THE COUNCIL UNSUITABLE MATERIALS ARE TO BE REMOVED FROM ROADS AND LOTS PRIOR TO FILLING. THE CONTRACTOR IS TO ARRANGE AND MAKE AVAILABLE COMPACTION TESTING RESULTS FOR ALL AREAS THAT CONTAIN FILL IN EXCESS OF 200 MM.

COMPACTION OF EARTHWORKS SHALL CONTINUE UNTIL A DRY DENSITY RATIO OF 98% FOR SITE FILLING AND 100% FOR ROAD PAVEMENT SUBGRADES HAS BEEN ACHIEVED IN ACCORDANCE WITH TEST METHOD AS 1269 5.1.1. THE CONTROL TESTS OF EARTHWORKS SHALL BE IN ACCORDANCE WITH THE GUIDELINES IN AS 3786. GUIDELINES ON EARTHWORKS FOR COMMERCIAL AND RESIDENTIAL DEVELOPMENTS WHERE IT IS PROPOSED TO USE TEST METHOD AS 1269 5.1 TO DETERMINE THE FIELD DENSITY, A SAND REPLACEMENT METHOD SHALL BE USED TO CORROBORATE THE RESULTS.

THE SUITABLE QUALIFIED GEOTECHNICAL ENGINEER SHALL HAVE A LEVEL 1 RESPONSIBILITY FOR ALL FILLING AS DEFINED IN APPENDIX B ASS208 GUIDELINES ON EARTHWORKS FOR COMMERCIAL AND RESIDENTIAL DEVELOPMENTS, AND AT THE END OF THE WORKS SHALL CONFIRM THE EARTHWORKS COMPLY WITH THE REQUIREMENTS OF THE SPECIFICATION AND DRAWINGS BY WRITTEN NOTIFICATION

4 IN AREAS TO BE FILLED WHERE THE SLOPE OF THE NATURAL SURFACE EXCEEDS 100:40% BENCHES ARE TO BE CUT TO PREVENT SLIPPING OF THE PLACED FILL MATERIAL AS REQUIRED BY THE COUNCIL

5 ALL BATTERS ARE TO BE SCARIFIED TO A DEPTH OF 50 MM TO ASSIST WITH ADHESION OF TOP SOIL TO BATTER FACE

6 PROVIDE MINIMUM 150MM AND MAXIMUM 300MM TOPSOIL WITH ON FOOTPATHS FILLED AREAS AND ALL OTHER AREAS DISTURBED DURING CONSTRUCTION. TOPSOILED AREAS TO BE STABILISED WITH APPROVED VEGETATION A MAXIMUM OF 14 DAYS AFTER TOPSOILING AND ARE TO BE WATERED TO ENSURE GERMINATION

7 THE CONTRACTOR SHALL CONTROL, SEDIMENTATION, EROSION AND POLLUTION DURING CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT EDITION OF MANAGING URBAN STORMWATER SOILS AND CONSTRUCTION PRODUCED BY LANDCOM

8. A MINIMUM 1 METRE WIDE, CONTINUOUS STRIP OF COUGH GRASS SHALL BE PLACED BEHIND THE BACK OF ALL KERBS AND OTHER CONCRETE STRUCTURES IMMEDIATELY AFTER THE COMPLETION OF THE FOOTPATH GRADING OR OTHER ELEMENTS AS APPLICABLE AND SHALL BE MAINTAINED AND REPLACED AS REQUIRED DURING THE CONSTRUCTION MAINTENANCE PERIOD.

131 SURVEY SOURCED FROM  
SURVEYOR CARLIERE CONSULTING  
-D 1 M - HORSELEY PARK BRICK PLANT - MCA 236 SURVEY DATED 05 JUNE 2013

CG2 CONTRACTOR IS TO ENSURE THAT ALL WORKS ASSOCIATED WITH PROPERTY BOUNDARIES ARE TO BE SET OUT OR VERIFIED BY A REGISTERED SURVEYOR.

PIPES UP TO 7500 SHALL BE CONSTRUCTED WITH SPIGOT AND SOCKET RUBBER RING JOINTS AND BE OF FIBRE REINFORCED CONCRETE WHICH SHALL CONFORM RESPECTIVELY TO THE REQUIREMENTS OF AS 1130 AND AS 4269 WHERE FIBRE REINFORCED CONCRETE PIPES ARE TO BE USED. A PROPRIETARY COLLAR IS TO BE APPLIED OVER THE PIPE JOINTS

FIG 4. PIPES GREATER THAN 750Ø ARE TO BE CONSTRUCTED FROM SULPHATE RESISTANT CEMENT

[illegible]

## ROADWORKS

1 SUBGRADES AND SUBBASES ARE TO BE COMPACTED IN ACCORDANCE WITH COUNCIL'S CONSTRUCTION SPECIFICATION.

2 SUBSOL DRAINS TO BE PROVIDED ON BOTH SIDES OF ROADS (EXCEPT WHERE THERE IS STORMWATER DRAINAGE).

3 30 X 50 X 10 GALVANIZED STEEL KERB OUTLETS TO BE PLACED IN ALL KERB TYPES ON LOW SIDE OF LOTS PROVIDE SUITABLE ADAPTOR TO ALLOW CONNECTION OF 300MM DIAMETER STORMWATER PIPE.

4 UNLESS PERMEABILITATOR CROSSINGS ARE TO BE PROVIDED IN ALL KERB RETURNS AND WHERE REQUIRED BY COUNCIL.

5 SERVICE CONDUITS TO BE PLACED AS DIRECTED BY ALL PUBLIC UTILITY AUTHORITIES INCLUDING INTEGRAL ENERGY, TELEPHONE AND STORM WATER.

6 TECHNICAL SPECIFICATIONS AND SERVICES CROSSING EXISTING ROADS SHALL BE PROVIDED (FOR USING A TECHNICAL SPECIFICATION) SO AS NOT TO DAMAGE THE EXISTING SURFACE. ALL SERVICE CONDUITS UNDER PAVEMENTS MUST BE Laid TO A MINIMUM DEPTH OF 750 MM.

7 CONCRETE FOOTPATH CONTRIBUTION IS TO BE BONDED WITH COUNCIL. PENDING COMPLETION OF UTILITY SERVICES AND SURROUNDING DEVELOPINGS.

8 ALL PAVEMENTS ROADS MUST BE TEMPORARILY SEALED WITH A SINGLE COAT FLUSH SEAL.

9 ALL TEMPORARY ROADWAYS MUST BE SEALED WITH A SINGLE COAT FLUSH SEAL AND GUMMING CAP TO BE APPLIED IN TWO COATS AT THICK LAYERS. THE PAVING MATERIALS TO BE BONDED WITH THE COUNCIL AND PLACED FOLLOWING APPROVAL FROM COUNCIL.

10 SIGNPOSTING AND LINE MARKING SHALL CONFORM TO AS1742.2 TRAFFIC CONTROL DEVICES FOR GENERAL PURPOSES IN THE INTERSECTION OF PAVEMENT MARKERS TO CONFORM TO AS1905 REFLECTIVE CEMENT MATERIALS TO BE USED FOR ALL ROAD MARKING. ALL OTHER SIGNS TO BE REMOVED BY THE CONTRACTOR. CENTRAL ISLANDS OF ROUNDABOUTS AND ALL OTHER SIGNS TO BE REMOVED BY THE CONTRACTOR. ALL MARKING INSTALLATION SHALL OCCUR IN ACCORDANCE WITH THE PLAN APPROVED BY THE LOCAL TRAFFIC COMMITTEE.

11 ALL LOT AND HOUSE NUMBERS MUST BE STENCILED ON KERB FACE.

12 STREET SIGNS TO COUNCIL NUMBERS MUST BE INSTALLED BY THE CONTRACTOR.

## STORMWATER

ALL PILES TO BE SPOUT AND SOCKET RUBBER RING JOINED  
ALL LONGITUDINAL PIPELINES IN ROADS MUST BE LOCATED UNDER KERB AND GUTTER AND BE BACKFILLED WITH APPROVED GRANULAR MATERIAL UNLESS OTHERWISE APPROVED BY THE COUNCIL ENGINEER  
CRACKS IN PILES MUST BE BACKFILLED WITH APPROVED GRANULAR MATERIAL IN THREE OR MORE AREAS. THREE CRACKS IN EACH OF SURFACE DRAINAGE WARPPED IN GEOTEXTILE STOCKING MUST BE PROVIDED TALL DOWNS BEAM PITS  
ALL GULLY PITS TO COUNCIL'S STANDARD AND UNITS, CENTRALLY PLACED AT SAC PITS  
ALL PITS MUST BE REINFORCED AND STEEL ARMED. PROVIDE 8/20 REINFORCEMENT AND GALVANISED STEEL IRONS IN ALL PITS OVER 1.5 METRES DEEP AS MEASURED FROM THE TOP OF GRATE TO THE INVERT OF THE PIT  
CONCRETE IS TO HAVE MINIMUM COMPRESSIVE STRENGTH OF 32MPa AT 28 DAYS UNLESS OTHERWISE APPROVED BY THE COUNCIL ENGINEER  
ALL INTERFLOTMENT DRAINAGE MUST HAVE A MINIMUM PIPE DIAMETER OF 150MM AND A MINIMUM GRADE OF 1% UNLESS OTHERWISE APPROVED BY THE COUNCIL ENGINEER  
ALL INTERFLOTMENT DRAINAGE LINES MUST BE LAID CENTRALLY WITHIN DRAINAGE EASEMENTS INSPECTION PITS MUST BE PROVIDED AT ALL CHANGES OF GRADE AND DIRECTION  
INTERFLOTMENT DRAINAGE LINES MUST BE INSTALLED AFTER STONEY WATER SOVEREIGN LINES HAVE BEEN INSTALLED WHERE SEWER IS PROPOSED ADJACENT TO INTERFLOTMENT DRAINAGE LINES  
1% AEP OVERLAND FLOW PATHS MUST BE FORMED AND SHOWN ON WORKS AS EXECUTED DRAWINGS  
ALL PLANS (BOTH DESIGN AND WAD) ARE TO CLEARLY DELINEATE THE EXTENT/LOCATION OF FLOOD LINES INCLUDING THE 5% AEP, 1% AEP AND PAF  
ADEQUATE PROVISIONS ARE TO BE MADE TO PREVENT SCOURING AND SEDIMENTATION FOR ALL DRAINAGE WORKS IN ACCORDANCE WITH COUNCIL'S REQUIREMENTS  
PIT UNITS ARE TO BE STOCKILLED WITH APPLICABLE DISTINCTION STENCIL AVAILABLE FROM COUNCIL  
CATCH DRAINS MUST BE CONSTRUCTED AS REQUIRED BY THE APPROVED PLANS OR THE PRINCIPAL CERTIFYING AUTHORITY  
SOIL AND WATER MANAGEMENT PLANS ARE TO BE PREPARED FOR ALL DISTURBED SITES AND ADHERED TO AT ALL STAGES DURING THE CONSTRUCTION AND MAINTENANCE PERIODS.

LEGEND	DESCRIPTION	PORTING	FEATURE
STORMWATER INFLOW	STORMWATER DRAINAGE PITS		
STORMWATER INFLOW	DRAINAGE LINE No. 10		
STORMWATER INFLOW	DRAINAGE PIT No. 10		
STORMWATER INFLOW	CONCRETE TELECHAMBER		
STORMWATER INFLOW	SUBSOIL DRAIN		
STORMWATER INFLOW	150mm KERB AND GUTTER		EXIST K&G
STORMWATER INFLOW	RAIL KERB AND GUTTER		EXIST RK
STORMWATER INFLOW	KERB ONLY		EXIST KO
STORMWATER INFLOW	EDGE STRIP		EXIST ES
STORMWATER INFLOW	MOVABLE KERB		EXIST MK
STORMWATER INFLOW	DISH CROSSING		EXIST DC
STORMWATER INFLOW	VEHICULAR CROSSING		EXIST VC
STORMWATER INFLOW	PEDESTRIAN RAMP		EXIST PR
STORMWATER INFLOW	EDGE OF BITUMEN		EXIST EOB
STORMWATER INFLOW	ROAD PAVEMENT		EXIST EOB
STORMWATER INFLOW	BENCHMARK		BM 15 RL 102.1
STORMWATER INFLOW	BATTERS		
STORMWATER INFLOW	CONCRETE PATHWAY		
STORMWATER INFLOW	CONTOURS		
STORMWATER INFLOW	SITE REGARDING AREA		
STORMWATER INFLOW	SERVICE LINES		
STORMWATER INFLOW	SEWER, GAS, WATER		
STORMWATER INFLOW	ELECTRICITY		
STORMWATER INFLOW	COMMUNICATION LINES		
STORMWATER INFLOW	TELESTRA, FIBRE OPTIC		
STORMWATER INFLOW	OVER HEAD LINES AND POLES		
STORMWATER INFLOW	SERVICE PITS		
STORMWATER INFLOW	TELECOMPT, ACCESS CHAMBER		
STORMWATER INFLOW	HYDRANT, STOP VALVE, AIR VALVE		
STORMWATER INFLOW	UNIT OF ROAD CONSTRUCTION		
STORMWATER INFLOW	UNIT OF STAGE		
STORMWATER INFLOW	FENCE		
STORMWATER INFLOW	POST AND RAIL FENCE		
STORMWATER INFLOW	SECURITY FENCE		
STORMWATER INFLOW	LOT NUMBERS		D-1-0710
STORMWATER INFLOW	TREES TO REMAIN WITHIN SITE		
STORMWATER INFLOW	TREES TO REMOVED WITHIN SITE		
STORMWATER INFLOW	RETAINING WALL		
STORMWATER INFLOW	ROCK WALL		



## FOR ROAD ACT APPROVAL

Project No.	Design	Material	Design	Revision
5-00115	15-18	RAA	301	03



10

**PARK - OLD WALLGROVE ROAD WIDENING  
ROAD & DRAINAGE DESIGN**

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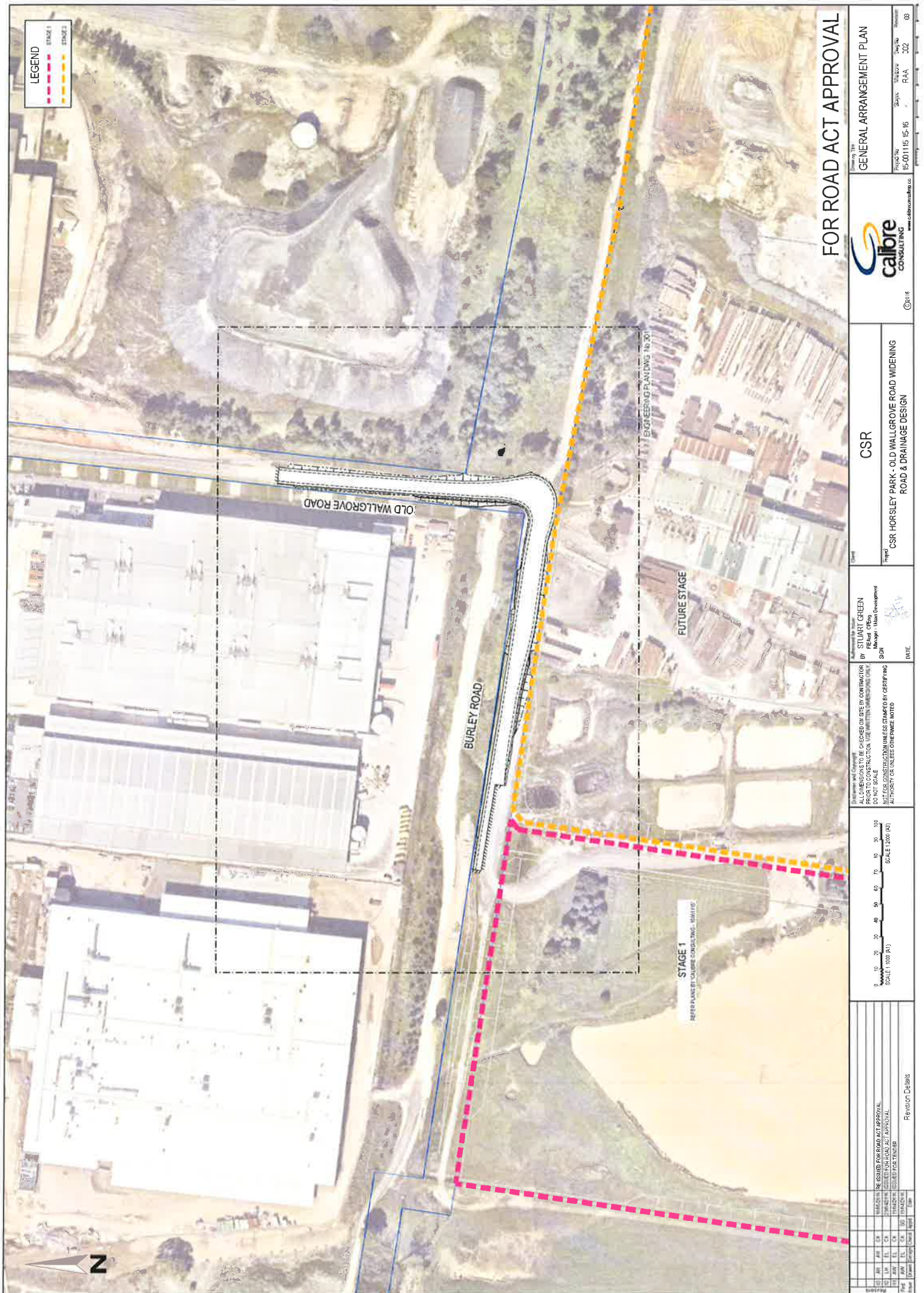
DATE \_\_\_\_\_

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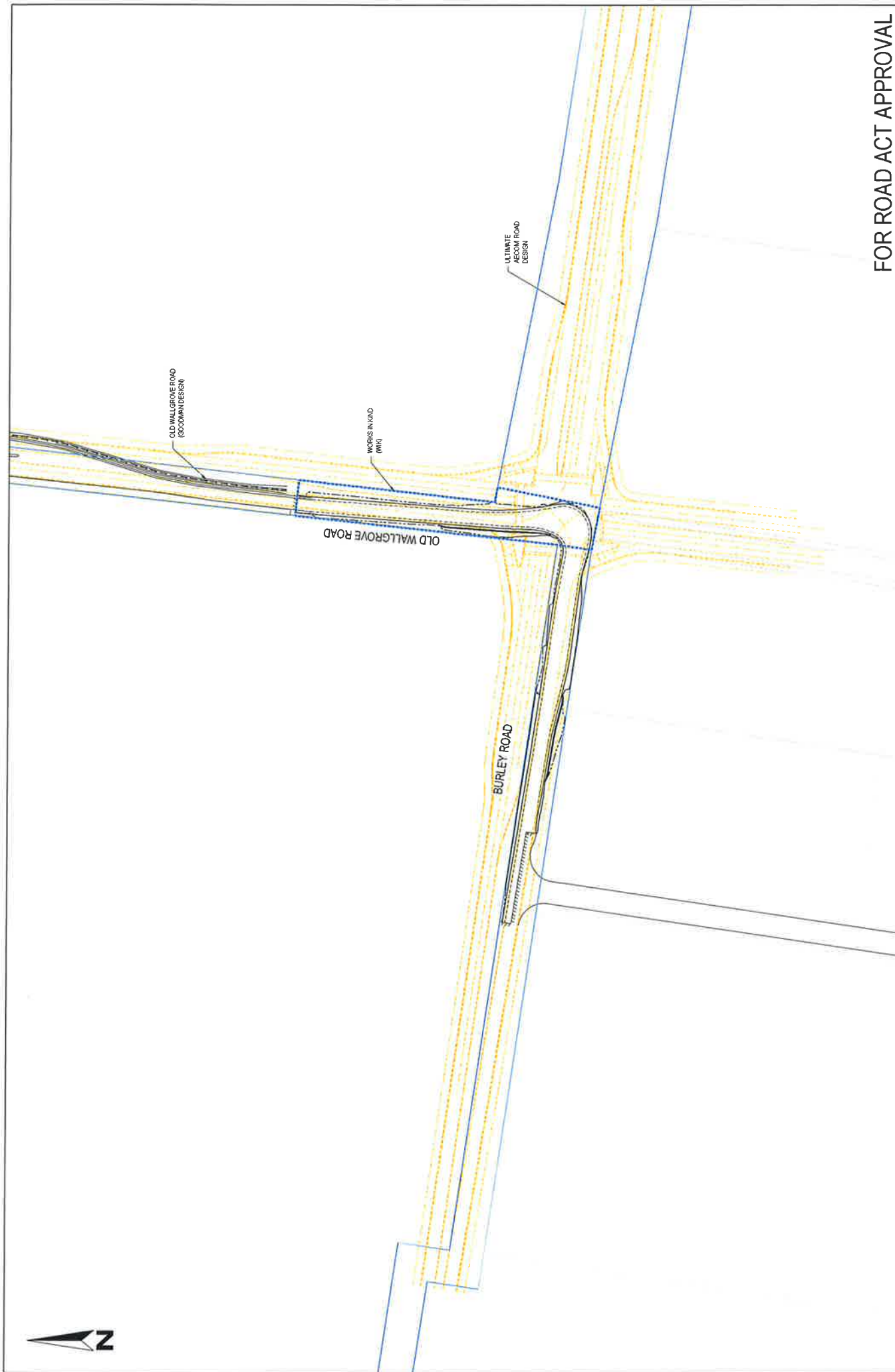
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# FOR ROAD ACT APPROVAL

 www.calibreconsulting.co		Drawing No: <b>FUTURE WORKS PLAN</b>	
Project No: <b>15-01115 15-16</b>		Stages: <b>RAA</b>	
Project Name: <b>CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING</b>		Drawing Title: <b>ROAD &amp; DRAINAGE DESIGN</b>	
Client: <b>CSR</b>		Date: <b>08</b>	
Approved for Issue BY: <b>STUART GREEN</b> Role: <b>Manager - Urban Development</b> Date: <b>15/11/16</b>		Scale and Accuracy: ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR PRIOR TO CONSTRUCTION. USE WRITTEN DIMENSIONS ONLY. DO NOT SCALE. NOT FOR CONSTRUCTION UNLESS STAMPED BY CERTIFYING AUTHORITY ON UNLESS OTHERWISE NOTED	
Scale: <b>1:1000 (M1)</b> Scale: <b>1:2000 (M2)</b>		Revision Details	



LEGEND	
	SEDIMENT FENCE (SD 5.9)
	BARRIER FENCE
	CATCH DRAIN DIVERSION BANK (SD 5.5)
	STABILISED ACCESS POINT
	GEOTEXTILE INLET FILTER (SD 6.12)
	NEB & GRAVEL INLET FILTER (SD 6.11)
	STRAW BALE FILTER (SD 6.7)
	LEVEL SPREADER (SD 5.6)
	EXISTING CONTOUR (ORIGINAL NATURAL SURFACE)
	PROPOSED CONTOUR
	OUT AREA
	FILL AREA

OLD WALLGROVE ROAD

BATTERS TO BE  
LINED WITH  
KYRUYU TURF

BATTERS TO BE REVEGETATED  
WITH HYDROMOLCH & TURF  
STRIPS ON CONTOUR AT 5M CENTRES

BURLEY ROAD

BATTERS TO BE  
LINED WITH  
KYRUYU TURF

SMALES TO BE  
LINED WITH  
KYRUYU TURF

BATTERS TO BE  
LINED WITH  
KYRUYU TURF

FUTURE STAGE

STAGE 1

REFER PLANS BY CALBRE CONSULTING - 15061149

# FOR ROAD ACT APPROVAL

SEDIMENT & EROSION CONTROL PLAN		Scale: 1:500
PROJECT: CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING ROAD & DRAINAGE DESIGN		Project No: 15-001115 15-00
DATE: 01/16		Author: RAA
DRAWN: 101		Check: 101
DESIGNED: 101		Reviewed: 101
APPROVED: 101		101
PROJECT: CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING ROAD & DRAINAGE DESIGN		Project No: 15-001115 15-00
DATE: 01/16		Author: RAA
DRAWN: 101		Check: 101
DESIGNED: 101		Reviewed: 101
APPROVED: 101		101

STUART GREEN  
RURAL OFFICE  
Manager Urban Development  
RUC

ALL CONSTRUCTION TO BE COMPLETED ON SITE BY CONTRACTOR  
PRIOR TO CONSTRUCTION OF MAIN DRAINAGE ONLY  
DO NOT SCALE: THIS PLAN IS FOR INFORMATION ONLY  
NOT TO BE USED FOR CONSTRUCTION OF ANY OTHER WORK

SCALE 1:500 (A1)

SCALE 1:1000 (A2)

Revision Details











STAGE 1  
REFER PLANS BY CALBRE CONSULTING / 150111/5

# FOR ROAD ACT APPROVAL

		ENGINEERING PLAN	
Project No. 15-01115-15-16		Scale: 30:1	
Project Name: CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING ROAD & DRAINAGE DESIGN		Revision Details	
Client: CSR		Author: STUART GREEN	
Project Manager: Stuart Green		Check: Stuart Green	
Date: 15/01/15		Scale: 30:1	



LINE MARKING TABLE

E1	LEFT HAND EDGE LINE ON GENERAL PURPOSE ROAD		WHITE	24	12
B9	1. ROAD LINES DURING CONSTRUCTION (SEPARATION LINE II) RESTRICTED RIGHT OF WAY DIRECTIONS 2. APPROACH TO MEDIAN ISLAND 3. APPROACH TO PEDESTRIAN CROSSING		WHITE	12	12
C1	SEPARATION OF TRAFFIC CATEGORIES ADJACENT TO TURNING LANE FREEWAY RAMP ADJACENT TO TURNING LANE FREEWAY RAMP OR FINISH OF AUXILIARY LANE		WHITE	18	12

NOTE:  
1 ALL LINE MARKING TO AS 17422

OLD WALLGROVE ROAD

BURLEY ROAD

FUTURE STAGE

STAGE 1  
REFER PLANS BY CALBRE CONSULTING 1501115

ROAD No.01

ROAD No.01

FOR ROAD ACT APPROVAL

Project No

15-01115-15-15

Client

RAA

Sheet No

311

Revision

03

Project Name

CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING  
ROAD & DRAINAGE DESIGN

Client

CSR

Project Manager

STUART GREEN

Project Engineer

STUART GREEN

Project Designer

STUART GREEN

Project Checker

STUART GREEN

Project Approver

STUART GREEN

Project Date

15-01115-15-15

Project Status

FOR ROAD ACT APPROVAL

Project No

15-01115-15-15

Client

RAA

Sheet No

311

Revision

03

Project Name

CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING  
ROAD & DRAINAGE DESIGN

Client

CSR

Project Manager

STUART GREEN

Project Engineer

STUART GREEN

Project Designer

STUART GREEN

Project Checker

STUART GREEN

Project Approver

STUART GREEN

Project Date

15-01115-15-15

Project Status

FOR ROAD ACT APPROVAL

Project No

15-01115-15-15

Client

RAA

Sheet No

311

Revision

03

Project Name

CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING  
ROAD & DRAINAGE DESIGN

Client

CSR

Project Manager

STUART GREEN

Project Engineer

STUART GREEN

Project Designer

STUART GREEN

Project Checker

STUART GREEN

Project Approver

STUART GREEN

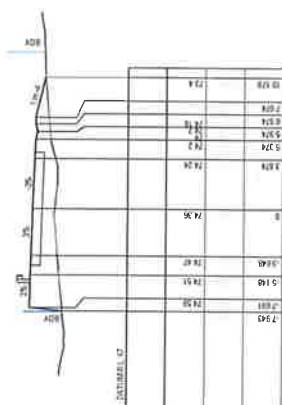
Project Date

15-01115-15-15

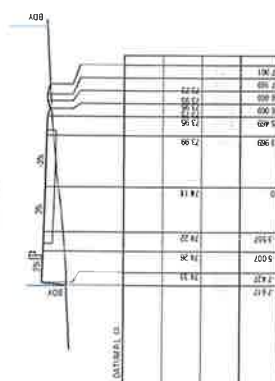
Project Status

FOR ROAD ACT APPROVAL

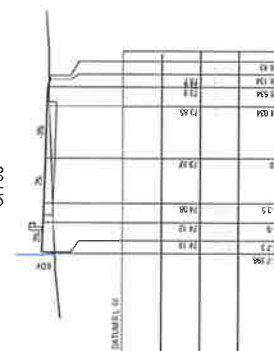
**A NOTE**  
OWNERS CONSTANT TO BE  
OBTAINED FOR BATTERY



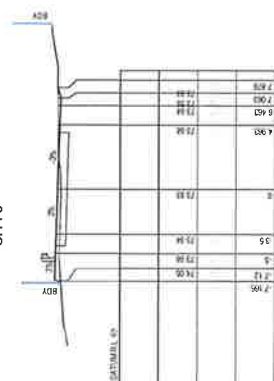
CH 105



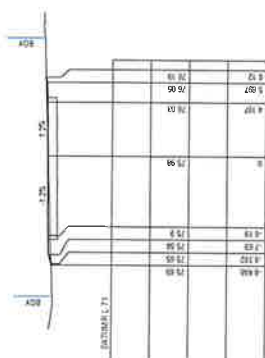
06 H3



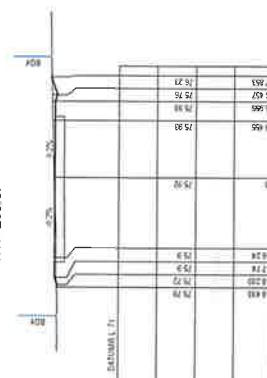
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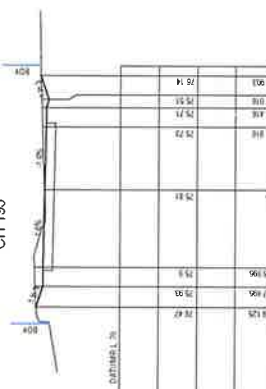
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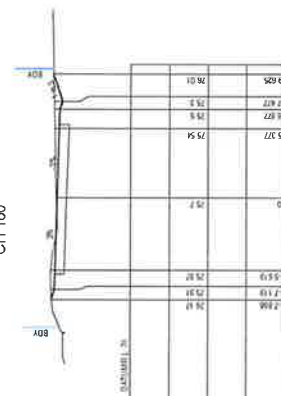
KTP 203 37



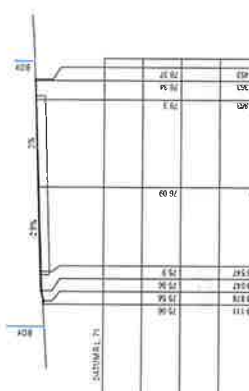
CH 195



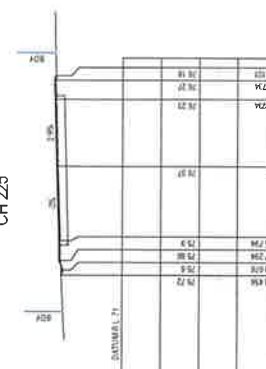
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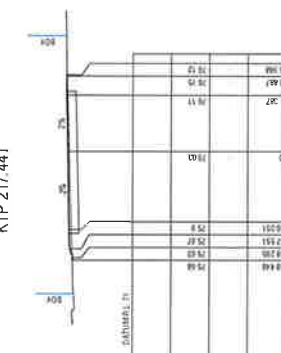
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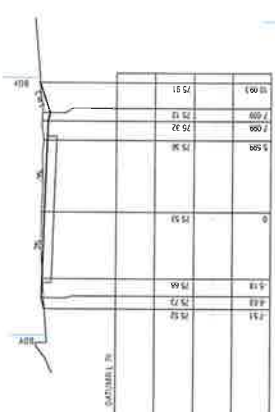
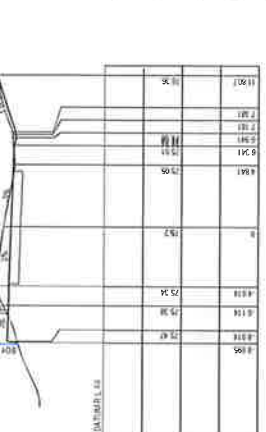
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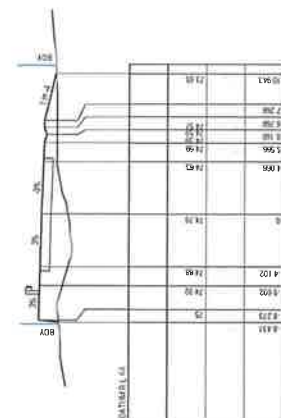
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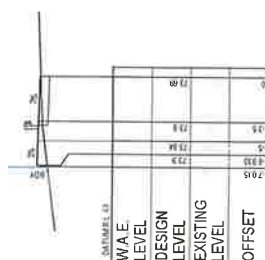
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$$\frac{CH}{150}$$


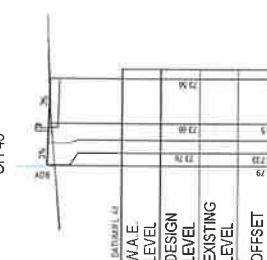
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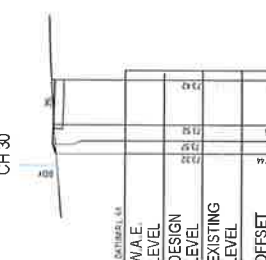
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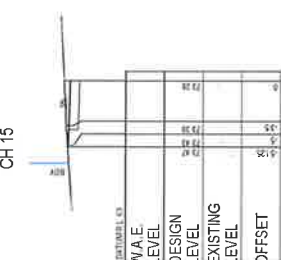
CH 45



2011



57  
58  
59



CHO

## FOR ROAD ACT APPROVAL

ACCESS ROAD CROSS SECTIONS  
SHEET 01 OF 02



CSR

**STUART GREEN**  
FIEAust CPEng  
Manager - Urban Development

ALL DIMENSIONS TO BE CHECKED ON DATE OF CONTRACTING  
PRIOR TO CONSTRUCTION. USE WRITTEN DIMENSIONS ONLY.  
DO NOT SCALE.

[illegible]





**PAVEMENT EVALUATION**  
 ALL ROAD PAVEMENT TO BE  
 CONSTRUCTED IN ACCORDANCE WITH  
 GEOTECHNICAL REPORT  
 DATED 15/01/15 BY  
 REPORT NO. LRW/REV1

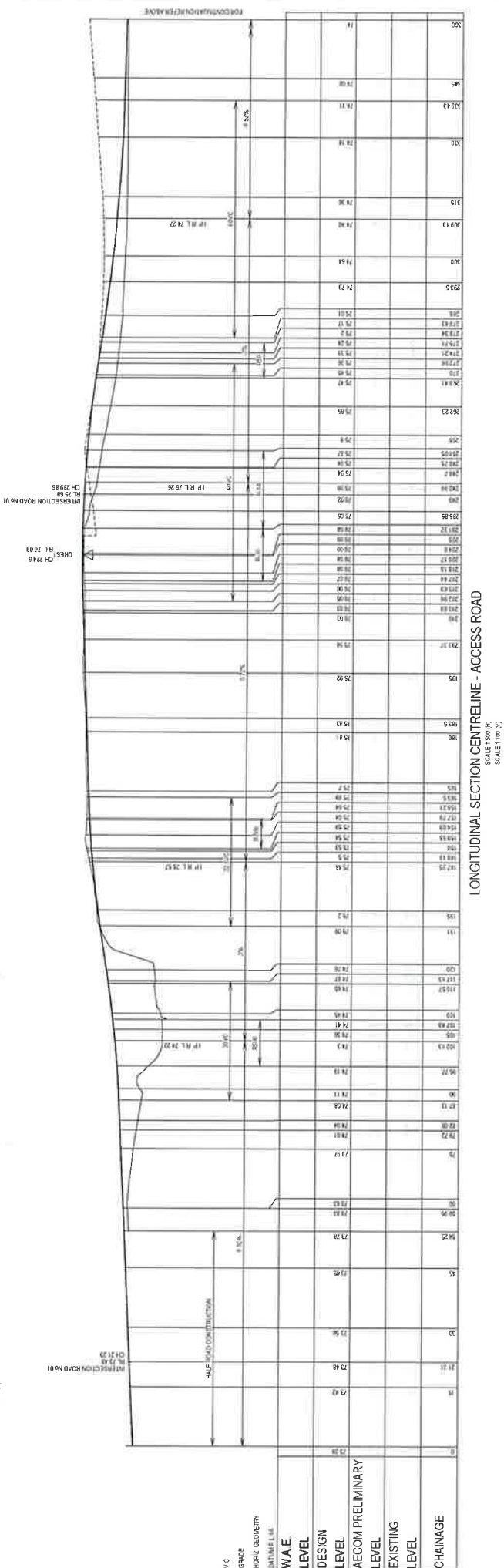
**LEGEND**  
 EXISTING LEVEL  
 DESIGN LEVEL  
 AECOM PRELIMINARY  
 LEVEL

REFER TO OLD  
 WALLGROVE ROAD  
 DESIGN FOR  
 CONSTRUCTION  
 BY OTHERS



LONGITUDINAL SECTION CENTRELINES - ACCESS ROAD CONT.

SCALE 1:500 (H)  
 SCALE 1:100 (V)

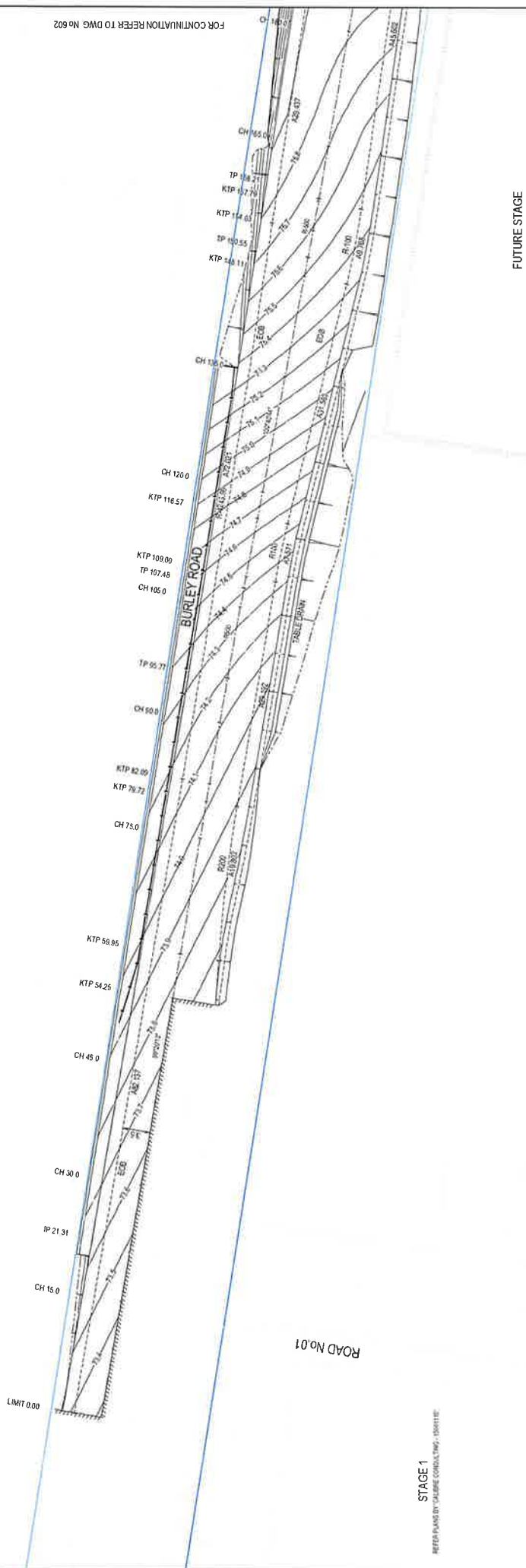


LONGITUDINAL SECTION CENTRELINES - ACCESS ROAD

SCALE 1:500 (H)  
 SCALE 1:100 (V)

FOR ROAD ACT APPROVAL

		<b>ACCESS ROAD LONGITUDINAL SECTION</b>	
<b>CSR</b>		<b>CSR HORSELEY PARK - OLD WALLGROVE ROAD WIDENING ROAD &amp; DRAINAGE DESIGN</b>	
<b>STUART GREEN</b> FEDERAL OFFICE Manager - Urban Development		DATE:	
ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR PRIOR TO CONSTRUCTION. USE METRIC DIMENSIONS ONLY.		AUTHORITY:	
SCALE 1:500 (H) SCALE 1:100 (V)		SCALE 1:500 (H) SCALE 1:100 (V)	
REVISION DETAILS		REVISION DETAILS	

STAGE I  
GREEN PLANTS BY CALAME CONDOL TNG - PHOTOMI

## FUTURE STAGE

## FOR ROAD ACT APPROVAL

Engineering Title  
ACCESS ROAD ALIGNMENT PLAN  
01 OF 02



CSR

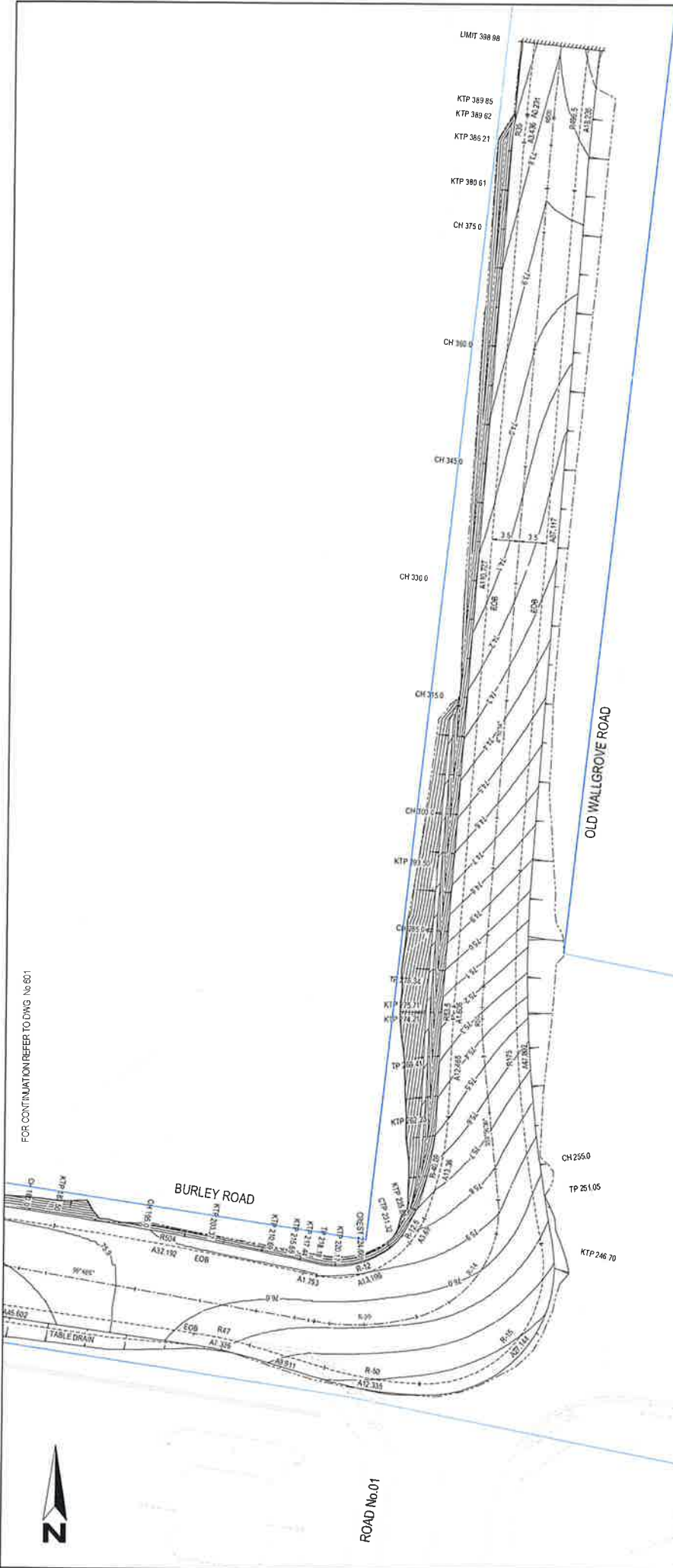
CSR HORSLEY PARK - OLD WALL GROVE ROAD WIDENING  
ROAD & DRAINAGE DESIGN

ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR  
PRIOR TO CONSTRUCTION. USE WRITTEN DIMENSIONS ONLY.  
DO NOT SCALE



Date		Description		Debit		Credit	
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2	1/2	Balance					
3	1/3	Balance					
4	1/4	Balance					
5	1/5	Balance					
6	1/6	Balance					
7	1/7	Balance					
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71	1/71	Balance					
	</						

FOR CONTINUATION REFER TO DWG No 801



# FOR ROAD ACT APPROVAL

Access Road Alignment Plan  
02 OF 02  
Project No: 15-00115-15-16  
Drawing No: RAA 602  
Revision: 03



CSR  
CSR HORSLEY PARK - OLD WALLGROVE ROAD WIDENING  
ROAD & DRAINAGE DESIGN

Author: STUART GREEN  
Reviewer: STUART GREEN  
Manager: STUART GREEN  
Date: 15/01/16

Check: STUART GREEN  
All dimensions to be checked on site by contractor.  
Refer to construction use written instructions only.  
Not for construction unless stamped by certifying authority or unless otherwise noted.



Revision Details			
No.	Description	By	Date
01	Issue for Approval	STUART GREEN	15/01/16
02	Issue for Construction	STUART GREEN	15/01/16
03	Issue for Construction	STUART GREEN	15/01/16





OLD WALL GROVE ROAD

BURLEY ROAD

FUTURE STAGE

FOR ROAD ACT APPROVAL



Project No	5-001115	15-16	Stages	RAA	Day No	710	Revision	03
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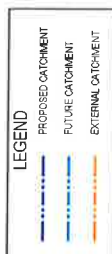
CSR

CSR HORSLEY PARK - OLD WALL GROVE ROAD WIDENING  
ROAD & DRAINAGE DESIGN

BY **STUART GREEN**  
FIEAUST, CPENG  
Manager, Urban Development

ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR  
SUBMIT TO CONSTRUCTION WITH WRITTEN DIMENSIONS ONLY  
DO NOT SCALE  
NOT FOR CONSTRUCTION UNLESS STAMPED BY CERTIFYING  
AUTHORITY OR UNLESS OTHERWISE NOTED

[illegible]

[illegible]

FOR ROAD ACT APPROVAL

## CATCHMENT PLAN



CSB

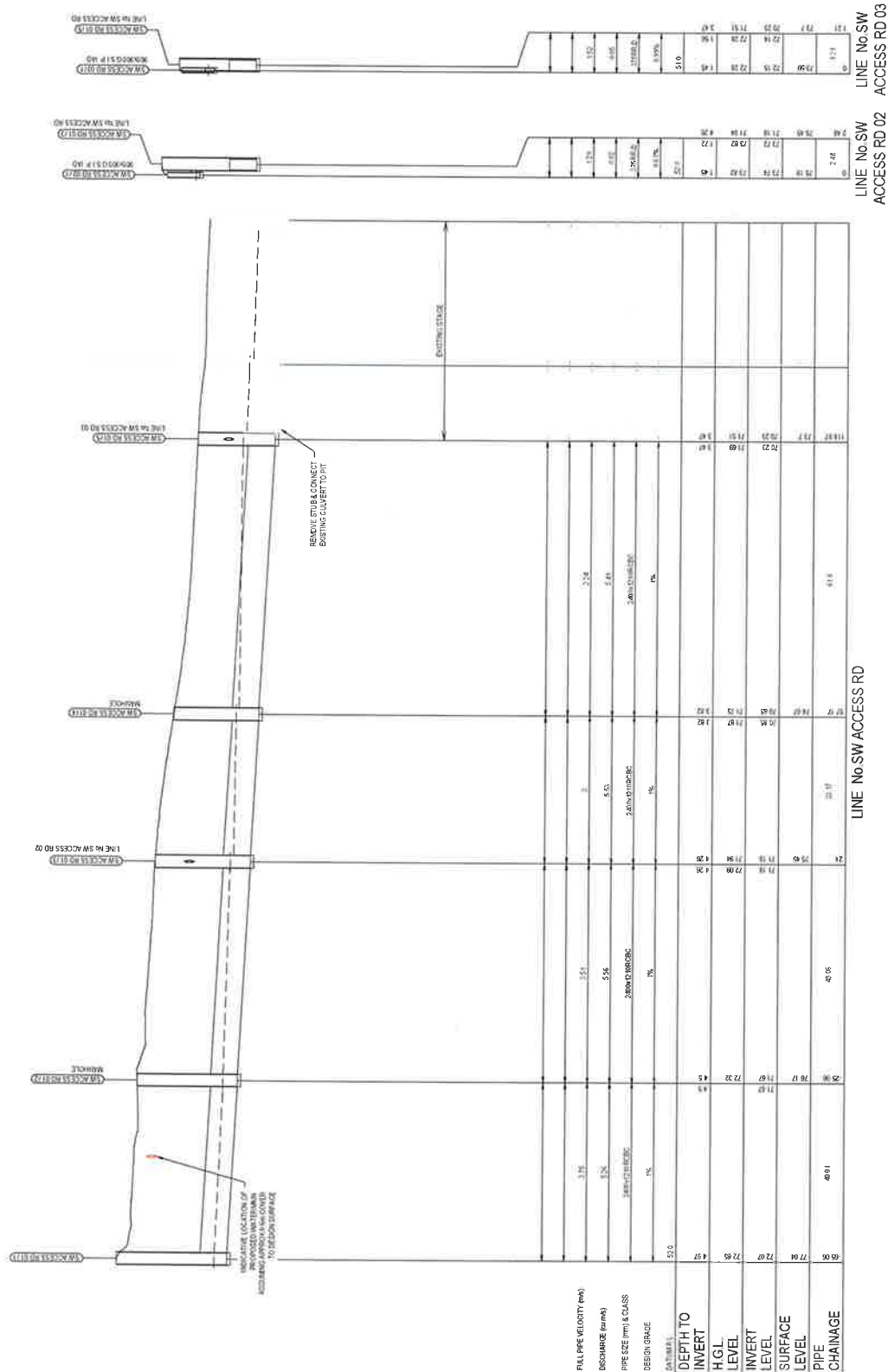
CSR HORSLEY PARK - OLD WALLGROVE ROAD WIDENING  
ROAD & DRAINAGE DESIGN

BY STUART GREEN  
FIEAust CPENG  
Managing Director (Operations)

All dimensions to be checked on site by contractor prior to construction. Use written quantities only.  
 DO NOT SCALE  
 NOT FOR CONSTRUCTION UNLESS STAMPED BY CERTIFIED  
 ENGINEER OR THE STATE OF ARIZONA



### Revision Details



### 5 YEAR ARI MINOR STORM EVENT

100 YEAR ARI MINOR STORM EVENT

## 100 YEAR ARIZONA MAJOR STORM EVENT

Account	12/31/2018	12/31/2017	12/31/2016	12/31/2015	12/31/2014	12/31/2013	12/31/2012	12/31/2011	12/31/2010	12/31/2009	12/31/2008	12/31/2007	12/31/2006	12/31/2005	12/31/2004	12/31/2003	12/31/2002	12/31/2001	12/31/2000	12/31/1999	12/31/1998	12/31/1997	12/31/1996	12/31/1995	12/31/1994	12/31/1993	12/31/1992	12/31/1991	12/31/1990	12/31/1989	12/31/1988	12/31/1987	12/31/1986	12/31/1985	12/31/1984	12/31/1983	12/31/1982	12/31/1981	12/31/1980	12/31/1979	12/31/1978	12/31/1977	12/31/1976	12/31/1975	12/31/1974	12/31/1973	12/31/1972	12/31/1971	12/31/1970	12/31/1969	12/31/1968	12/31/1967	12/31/1966	12/31/1965	12/31/1964	12/31/1963	12/31/1962	12/31/1961	12/31/1960	12/31/1959	12/31/1958	12/31/1957	12/31/1956	12/31/1955	12/31/1954	12/31/1953	12/31/1952	12/31/1951	12/31/1950	12/31/1949	12/31/1948	12/31/1947	12/31/1946	12/31/1945	12/31/1944	12/31/1943	12/31/1942	12/31/1941	12/31/1940	12/31/1939	12/31/1938	12/31/1937	12/31/1936	12/31/1935	12/31/1934	12/31/1933	12/31/1932	12/31/1931	12/31/1930	12/31/1929	12/31/1928	12/31/1927	12/31/1926	12/31/1925	12/31/1924	12/31/1923	12/31/1922	12/31/1921	12/31/1920	12/31/1919	12/31/1918	12/31/1917	12/31/1916	12/31/1915	12/31/1914	12/31/1913	12/31/1912	12/31/1911	12/31/1910	12/31/1909	12/31/1908	12/31/1907	12/31/1906	12/31/1905	12/31/1904	12/31/1903	12/31/1902	12/31/1901	12/31/1900	12/31/1899	12/31/1898	12/31/1897	12/31/1896	12/31/1895	12/31/1894	12/31/1893	12/31/1892	12/31/1891	12/31/1890	12/31/1889	12/31/1888	12/31/1887	12/31/1886	12/31/1885	12/31/1884	12/31/1883	12/31/1882	12/31/1881	12/31/1880	12/31/1879	12/31/1878	12/31/1877	12/31/1876	12/31/1875	12/31/1874	12/31/1873	12/31/1872	12/31/1871	12/31/1870	12/31/1869	12/31/1868	12/31/1867	12/31/1866	12/31/1865	12/31/1864	12/31/1863	12/31/1862	12/31/1861	12/31/1860	12/31/1859	12/31/1858	12/31/1857	12/31/1856	12/31/1855	12/31/1854	12/31/1853	12/31/1852	12/31/1851	12/31/1850	12/31/1849	12/31/1848	12/31/1847	12/31/1846	12/31/1845	12/31/1844	12/31/1843	12/31/1842	12/31/1841	12/31/1840	12/31/1839	12/31/1838	12/31/1837	12/31/1836	12/31/1835	12/31/1834	12/31/1833	12/31/1832	12/31/1831	12/31/1830	12/31/1829	12/31/1828	12/31/1827	12/31/1826	12/31/1825	12/31/1824	12/31/1823	12/31/1822	12/31/1821	12/31/1820	12/31/1819	12/31/1818	12/31/1817	12/31/1816	12/31/1815	12/31/1814	12/31/1813	12/31/1812	12/31/1811	12/31/1810	12/31/1809	12/31/1808	12/31/1807	12/31/1806	12/31/1805	12/31/1804	12/31/1803	12/31/1802	12/31/1801	12/31/1800	12/31/1799	12/31/1798	12/31/1797	12/31/1796	12/31/1795	12/31/1794	12/31/1793	12/31/1792	12/31/1791	12/31/1790	12/31/1789	12/31/1788	12/31/1787	12/31/1786	12/31/1785	12/31/1784	12/31/1783	12/31/1782	12/31/1781	12/31/1780	12/31/1779	12/31/1778	12/31/1777	12/31/1776	12/31/1775	12/31/1774	12/31/1773	12/31/1772	12/31/1771	12/31/1770	12/31/1769	12/31/1768	12/31/1767	12/31/1766	12/31/1765	12/31/1764</
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Client	CSR
Project	CSR HORSLEY PARK - OLD WALLGROVE ROAD WIDENING ROAD & DRAINAGE DESIGN

	Drawing Title			
	DRAINAGE CALCULATIONS			
Project No.	Design	Revision	Drawn By	Reviewed
15-00115-15-16		PAA-321		03

FOR ROAD ACT APPROVAL



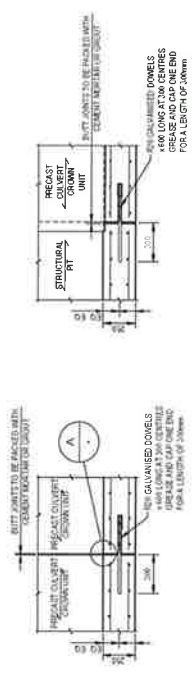


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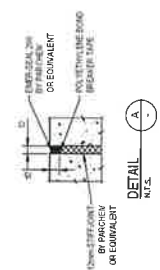
[illegible]

TO PROVIDE ALL INFORMATION TO ALL PARTS

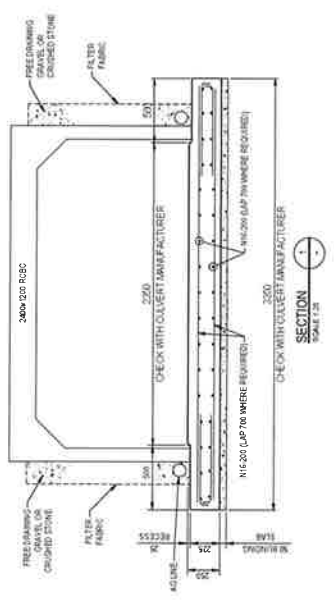
CUILVERT BASE HAVE BEEN DESIGNED FOR A ALLOWABLE BEARING PRESSURE OF 150 KPa, TO BE VERIFIED BY A GEOTECHNICAL ENGINEER PRIOR TO CONSTRUCTION.



TYPICAL CULVERT-PIT DOWEL JOINT



DETAIL  
N.T.S.



SECTION 101

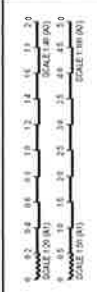
Project No.	Drawings	Sheet No.	Revision
15-001115	15-16	RAA	302 03

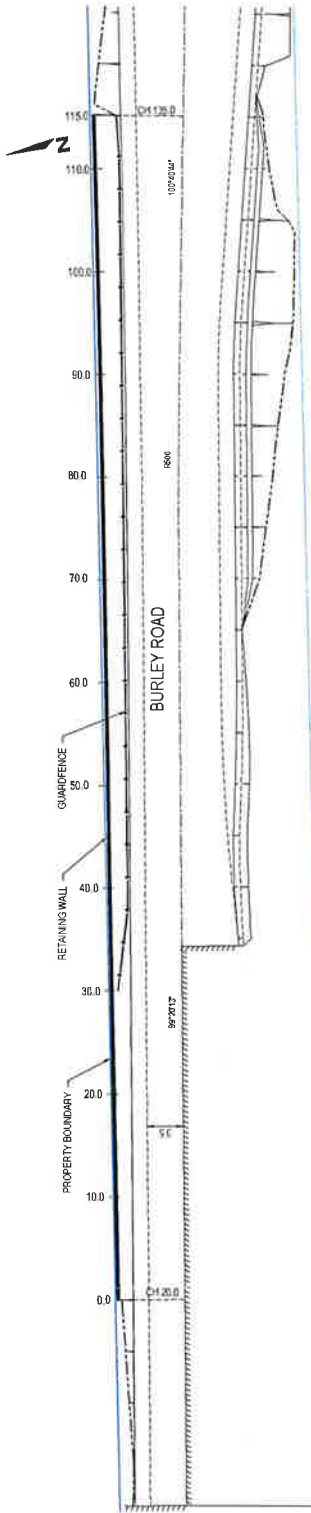


CSR	PARK - OLD WALLGROVE ROAD WIDENING ROAD & DRAINAGE DESIGN
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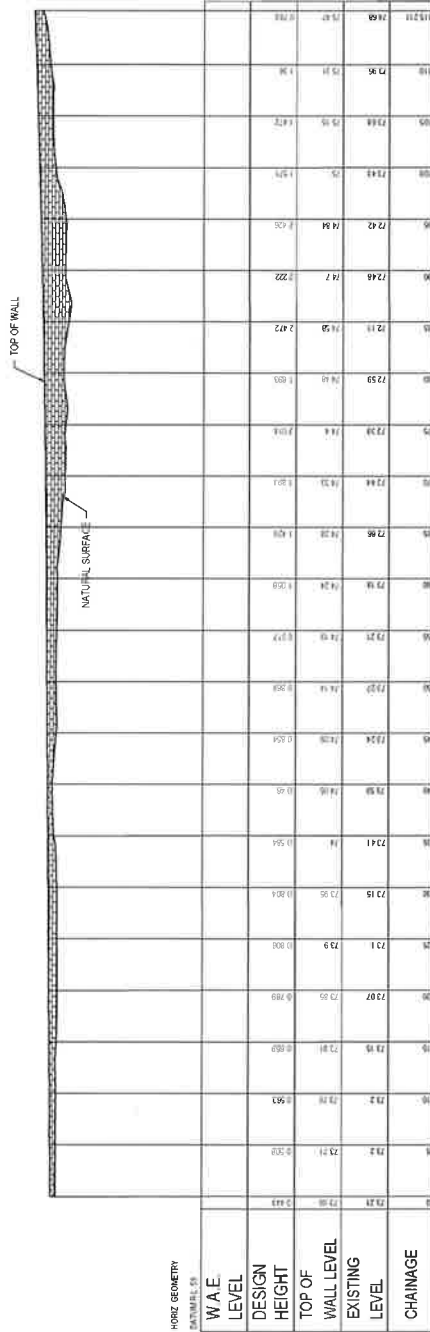
BY **STUART GREEN**  
FIEAust CPEng  
Manager - Urban Development  
DRAFT DATE

DO NOT SCALE  
NOT FOR CONSTRUCTION UNLESS STAMPED BY CERTIFYING  
AUTHORITY OR UNLESS OTHERWISE NOTED

[illegible]



RETAINING WALL - PLAN  
SCALE 1:250 (P)



LONGITUDINAL - RETAINING WALL  
SCALE 1:250 (P)

HORIZ GEOMETRY  
EARTHWORKS

W.A.E.	LEVEL	DESIGN	HEIGHT	TOP OF	WALL LEVEL	EXISTING	LEVEL	CHAINAGE
0.00	73.25	73.25	0.00	73.25	73.25	73.25	0.00	0.00
0.00	73.25	73.25	0.00	73.25	73.25	73.25	0.00	10.00
0.00	73.25	73.25	0.00	73.25	73.25	73.25	0.00	20.00
0.00	73.25	73.25	0.00	73.25	73.25	73.25	0.00	30.00
0.00	73.25	73.25	0.00	73.25	73.25	73.25	0.00	40.00
0.00	73.25	73.25	0.00	73.25	73.25	73.25	0.00	50.00
0.00	73.25	73.25	0.00	73.25	73.25	73.25	0.00	60.00
0.00	73.25	73.25	0.00	73.25	73.25	73.25	0.00	70.00
0.00	73.25	73.25	0.00	73.25	73.25	73.25	0.00	80.00
0.00	73.25	73.25	0.00	73.25	73.25	73.25	0.00	90.00
0.00	73.25	73.25	0.00	73.25	73.25	73.25	0.00	100.00
0.00	73.25	73.25	0.00	73.25	73.25	73.25	0.00	110.00
0.00	73.25	73.25	0.00	73.25	73.25	73.25	0.00	115.00

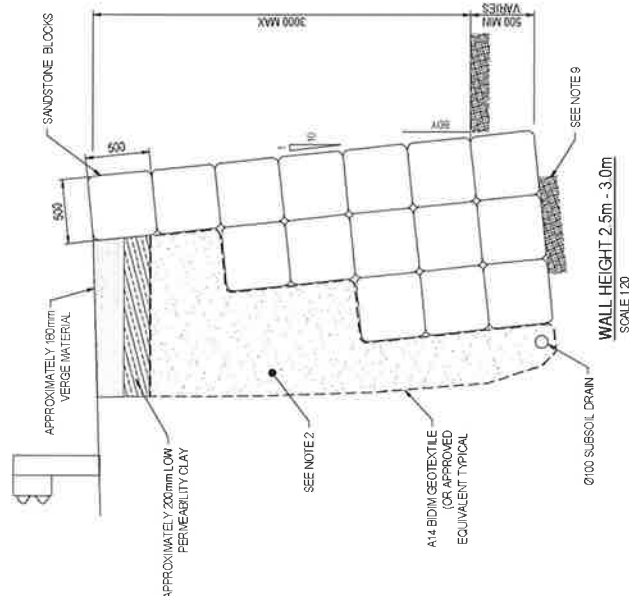
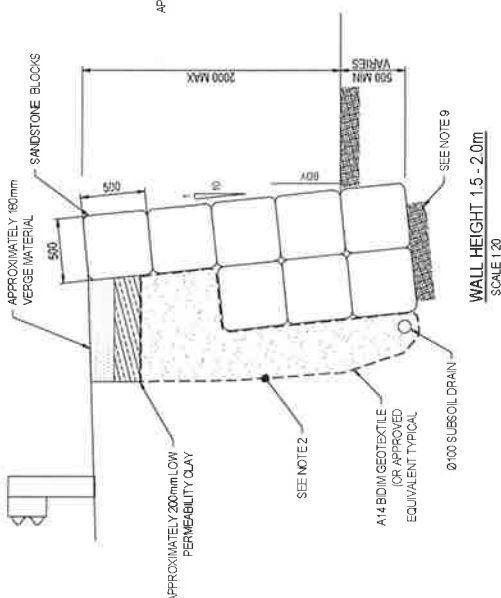
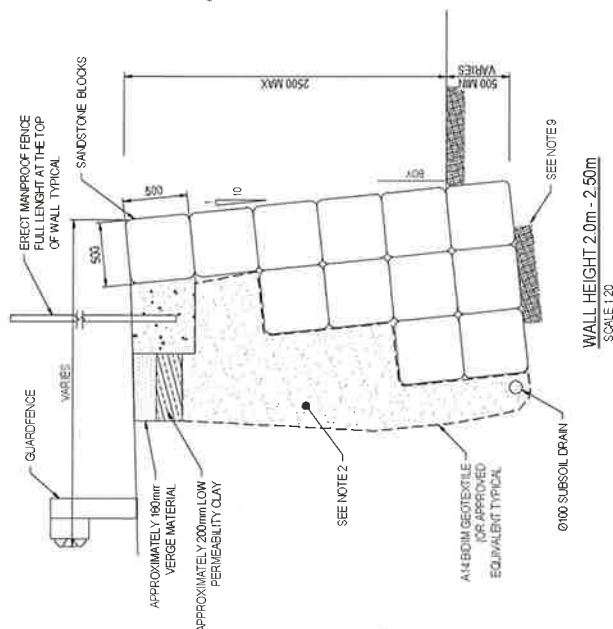
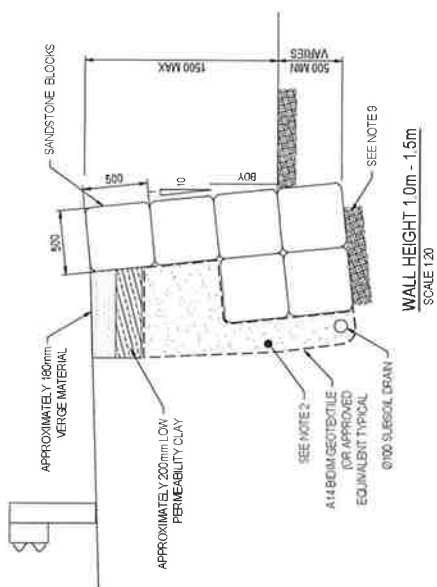
# FOR ROAD ACT APPROVAL

		<b>RETAINING WALL PLAN AND LONGITUDINAL SECTION</b>	
<b>CSR</b>		<b>CSR HORSELEY PARK - OLD WALLOROE ROAD WIDENING ROAD &amp; DRAINAGE DESIGN</b>	
<b>STUART GREEN</b> By: [Signature] Project Manager / User Development		DATE: [ ]	
ALL INFORMATION TO BE CHECKED ON SITE BY CONTRACTOR PRIOR TO CONSTRUCTION. USE WRITTEN DIMENSIONS ONLY. DO NOT SCALE. DIMENSIONS SHALL BE GIVEN IN METERS BY CERTIFYING ENGINEER OR ENGINEER IN CHARGE.		SCALE 1:10 (M) 	
Revision Details		Project No: 15-01115 Drawing No: RAA Date: 3/10 Revision: 03	

**BLOCK RETAINING WALL NOTES:**

- [illegible]

Authorised for Issue  
BY **RAYMOND WU**  
EE MEAS/US CPENG NPER (Structural)  
SIGN *[Signature]*  
DATE 13/05/2016



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## FOR ROAD ACT APPROVAL

[illegible]