

## Works in Kind Agreement

**Penrith City Council** 

ABN 43 794 422 563

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

Australand C & I Land Holdings Pty Limited (ACN 107 356 641) as trustee for the Frasers Property C&I Land Holdings (Kemps Creek No. 2) Trust (ABN 58 649 084 762)

(Landowner)

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# Agreement

## Date 28 November 2025

## **Parties**

First party

Name

Penrith City Council (Council)

ACN

43 794 422 563

Contact

The General Manager

**Telephone** 

02 4732 7777

Second party

Name

FPI Developments NSW Pty Limited (Developer)

ACN

648 326 676

Contact

Michaela Leerdam

Telephone

02 9767 2120

Third party

Name

Australand C & I Land Holdings Pty Ltd as trustee

for the Frasers Property C&I Land Holdings

(Kemps Creek No. 2) Trust (ABN 58 649 084 762)

(Landowner)

ACN

107 356 641

Contact

Michaela Leerdam

Telephone

02 9767 2120

## **Background**

- A. On 3 June 2025, the Consent was granted to carry out the Development on the Land.
- B. Condition A36 of the Consent requires the payment of monetary contributions to Council in accordance with the Contributions Plan.
- C. In accordance with section 7.11(5) of the Act, the Developer has offered to enter into this Agreement requiring it to carry out the Works, being Works in the Contributions Plan.
- D. Council has agreed to apply the value of the Works as a credit against the requirement to pay monetary contributions under condition A36 of the Consent..

## **Operative part**

#### 1 Definitions

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

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

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

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

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

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

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

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

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

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

Certificate of Practical Completion means the written certificate issued by the Council under clause 10.1(d) of Schedule 2 to the effect that, in the reasonable opinion of the Council, the Works, or part of the Works, have been completed to the Council's satisfaction.

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

**Consent** means State Significant Development Consent SSD-17552047, as may be modified from time to time.

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

Construction Terms means the terms set out in Schedule 2;

**Contributions Plan** means the Mamre Road Precinct Development Contributions Plan 2022 (effective from 4 April 2022) and Mamre Road Precinct Development Contributions Plan 2021 Background Report (March 2022);

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

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

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

**Dedication Land** means that part of the Land to be dedicated to Council in accordance with this agreement, as shown indicatively on the plan at Annexure C;

Development means the development the subject of the Consent, being:

- the construction and operation of eight warehouses with a total gross floor area of 153,343 square metres and a 14-lot Torrens title subdivision;
- (b) site preparation works include demolition of existing structures, site remediation, and bulk earthworks; and
- (c) supporting infrastructure works including construction and operation of stormwater management facilities comprising a series of basins, a naturalised trunk drainage channel, and on-lot infrastructure, one collector road, one local industrial road, and one estate road.

**Development Contributions** means development contributions required by a condition of the Consent imposed in accordance with section 7.11 of the Act;

GST has the same meaning as in the GST Law;

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

**Handover** means, with respect to any Works, the time Council takes possession of and assumes responsibility for the Works in accordance with the Construction Terms;

Insolvent means, in relation to a party:

- that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;
- (b) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;
- (c) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;
- (d) an application for the winding up of, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re amalgamation, is presented and not withdrawn or dismissed within [21] days (or such longer period agreed to by the parties), or an order is made or an effective

- resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;
- (e) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;
- (f) that is an individual, a creditor's petition or a debtor's petition is presented to the Official Receiver or analogous authority in relation to that party;
- (g) an execution or analogous process is levied or enforced against the property of that party;
- that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;
- (i) that party disposes of, or threatens to dispose of, a substantial part of its assets;
- that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts; or
- (k) that party is unable to pay the party's debts as and when they become due and payable.

Land means, which includes the Dedication Land:

- (a) Lot 33 DP258949;
- (b) Lots 24-28 DP255560; and
- (c) Lot 10 DP253503,

known as 155-251 Aldington Road, Kemps Creek;

#### Law means:

- (a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;
- (b) any Approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b);

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

Maintained and Maintenance have corresponding meanings.

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

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

Public Road has the same meaning as in the Roads Act 1993;

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

**Related Body Corporate** has the meaning given to that term in s 9 of the *Corporations Act 2001* (Cth);

Security has the meaning given to that term in clause 9.2(a);

**Subdivision Certificate** means a subdivision certificate defined under section 6.4 of the Act;

**Subdivision Works Certificate** means a subdivision works certificate defined under section 6.4 of the Act; and

Works means the work set out in Schedule 1.

## 2 Interpretation

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

- (a) (documents) a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (b) (references) a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;
- (c) (headings) clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;
- (d) (person) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) (party) a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) (president, General Manager, CEO or managing director) the president, General Manager, CEO or managing director of a body or Authority means any person acting in that capacity;
- (g) (requirements) a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (h) (including) including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (i) (corresponding meanings) a word that is derived from a defined word has a corresponding meaning;
- (j) (singular) the singular includes the plural and vice-versa;
- (k) (gender) words importing one gender include all other genders;
- (I) (parts) a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;

- (m) (rules of construction) neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (n) (legislation) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it:
- (o) (time and date) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in City or State, Australia, even if the obligation is to be performed elsewhere;
- (p) (joint and several) an agreement, representation, covenant, right or obligation:
  - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
  - (ii) on the part of two or more persons binds them jointly and severally;
- (q) (writing) a reference to a notice, consent, request, approval or other communication under this agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (r) (replacement bodies) a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (s) (Australian currency) a reference to dollars or \$ is to Australian currency;
- (t) (month) a reference to a month is a reference to a calendar month; and
- (u) (year) a reference to a year is a reference to twelve consecutive calendar months.
- 3 Application of this agreement

This agreement applies to the Land and the Development and any other land relevant to the Works.

4 Operation of this agreement

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

- 5 Works in Kind
- 5.1 Works
  - (a) The Developer will carry out the Works in accordance with this agreement, including the Construction Terms, and any Development Consent or other Approval granted for the Works.
  - (b) The Works or any part of the Works required under this agreement will be taken to have been completed for the purposes of this agreement when a Certificate of Practical Completion has been issued for those Works.
  - (c) The Works or any part of the Works required under this agreement will be taken to have been delivered to Council on Handover in accordance with the Construction Terms.

- (d) The Works must be delivered to the Council prior to the issue of any Occupation Certificate for the Development.
- (e) For the avoidance of doubt, any credit for the Works to be provided by Council in accordance with clause 6 will not take effect until Handover of the Works is complete in accordance with the Construction Terms.

#### 5.2 Dedication of Land

- (a) The Landowner acknowledges that Council does not own the land on which the Works are to be located and agrees to transfer or dedicate that land to Council in accordance with this agreement.
- (b) The Landowner must dedicate or cause to be transferred to the Council, at no cost to the Council, the Dedication Land freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over or in connection with the land, including but not limited to, municipal rates and charges, water rates and land tax.
- (c) The Landowner must take all steps, prepare all documents and meet all costs required to dedicate the Dedication Land including, but not limited to:
  - (i) removing any encumbrances on the title to the land;
  - (ii) creating an interest in land in favour of Council if required;
  - (iii) subdividing the Land to create a separate lot for the Dedication Land;
  - (iv) preparing and lodging documents for registration;
  - (v) obtaining the consent of any other parties to the registration of the relevant documents; and
  - (vi) attending to any requisition relating to any dealing or document lodged for registration.
- (d) The obligation to dedicate the Dedication Land will be taken to have been satisfied when the Dedication Land is dedicated to Council as Public Road by operation of the registration of a plan of subdivision in accordance with section 9 of the Roads Act 1993.

#### 5.3 Not used

#### 5.4 Maintenance and Rectification of Defects

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

#### 5.5 Access to Council owned land

- (a) The Council agrees to permit the Developer, upon receiving at least 10 Business Days' prior notice, to enter, pass through or occupy any Council owned or controlled land in order to enable the Developer to properly perform its obligations under this agreement. Nothing in this clause creates or gives the Developer any estate or interest in any part of the Council owned or controlled land.
- (b) The Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims in connection with the entry or access by the Developer to, or any presence of the Developer on, Council owned or controlled land for the purposes of performing their obligations under this

agreement, except to the extent such Claim arises either directly or indirectly as a result of the Council or its employees, officers, agents, contractors or workmen's negligence, default, act or omission.

## 6 Development Contributions

#### 6.1 Credit for Contributions

- (a) In consideration of the Developer performing its obligations under this agreement, Council agrees that the completion of the Works to the Council's satisfaction in accordance with this agreement will satisfy the requirement under condition A36 of the Consent to pay Development Contributions to the extent specified in this agreement.
- (b) For the purposes of clause 6.1(a) Council agrees to apply a credit against the amount of Development Contributions payable under the Consent to the value of the Works determined in accordance with clause 6.2.
- (c) For the avoidance of doubt, nothing in this agreement:
  - (i) requires Council to refund or repay any Development Contributions;
  - (ii) requires Council to pay any amount to the Developer if the value of the Works is more than the Development Contributions payable; or
  - (iii) exempts the Developer from paying the Development Contributions not subject to a credit in accordance with clause 6.1(b).

#### 6.2 Value of the Works

(a) The value of the Works for the purposes of clause 6.1 will be taken to be \$5,236,740.00, being the value attributed to those Works in the Contributions Plan, adjusted in accordance with CPI.

## 7 Review of this agreement

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

#### 8 Dispute Resolution

#### 8.1 Reference to Dispute

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

#### 8.2 Notice of Dispute

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

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

#### 8.3 Representatives of Parties to Meet

- (a) The representatives of the parties must promptly (and in any event within 10 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:
  - (i) resolve the dispute during the course of that meeting,
  - (ii) agree that further material or expert determination in accordance with clause 8.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
  - (iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

#### 8.4 Further Notice if Not Settled

If the dispute is not resolved within 20 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (Determination Notice) by mediation under clause 8.5 or by expert determination under clause 8.6.

#### 8.5 Mediation

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

- (a) The parties must agree to the terms of reference of the mediation within Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply;
- (b) The mediator will be agreed between the parties, or failing agreement within 20 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) The mediator appointed pursuant to this clause 8.5 must:
  - Have reasonable qualifications and practical experience in the area of the dispute; and
  - (ii) Have no interest or duty which conflicts or may conflict with his or her function as a mediator, he or she being required to fully disclose any such interest or duty before his or her appointment;

- (d) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties:
- (e) The parties must within 10 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 10 Business Days of the resolution);
- (f) The parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (g) In relation to costs and expenses:
  - (i) Each party will bear its own professional and expert costs incurred in connection with the mediation; and
  - (ii) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

#### 8.6 Expert determination

If the dispute is not resolved under clause 8.3 or clause 8.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

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

(ii) The determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

## 8.7 Litigation

If the dispute is not *finally* resolved in accordance with this clause 8, then either party is at liberty to litigate the dispute.

8.8 No suspension of contractual obligations

Subject to any interlocutory order obtained under clause 8.1, the referral to or undertaking of a dispute resolution process under this clause 8 does not suspend the parties' obligations under this agreement.

## 9 Enforcement and Security

#### 9.1 Default

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this agreement, it may give notice in writing to the other party (Default Notice) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days.
- (b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.
- (c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 8 of this agreement.

#### 9.2 Security

- (a) In this Agreement, **Security** means one or more Bank Guarantees, Bonds or cash deposits to be held by Council.
- (b) The Developer must provide to the Council Security in the amount of \$7,632,500.00, either:
  - (i) prior to the issue of a Construction Certificate or Subdivision Works Certificate for the Works; or
  - (ii) if a Construction Certificate or Subdivision Works Certificate for the Works has been issued prior to the commencement of this Agreement, within 10 Business Days' of commencement.
- (c) The Council may call on a Security provided under this clause if:
  - the Developer is in material or substantial breach of this agreement and has failed to rectify the breach within a reasonable period of time after having been given reasonable notice (which must not be less than 21 Business Days) in writing to do so in accordance with clause 9.1 of this agreement; or
  - (ii) the Developer becomes insolvent.
- (d) Within 20 Business Days of each anniversary of a Security provided under clause 9.2(a), the Developer must provide Council with one or more replacement

Securities (Replacement Security) in an amount calculated in accordance with the following:

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

Where:

A is the amount of the Replacement Security,

B is the amount of the Security to be replaced,

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

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

provided A is greater than B.

- (e) On receipt of a replacement Security provided under clause 9.2(d), the Council must release and return to the Developer, as directed, the Security that has been replaced as soon as reasonably practicable.
- (f) At any time following the provision of a Security under this clause, the Developer may provide the Council with one or more replacement Securities totalling the amount of all Securities required to be provided under this clause for the time being. On receipt of such replacement Security, the Council must release and return to the Developer, as directed, the Securities which it holds that have been replaced as soon as reasonably practicable.
- (g) Subject to this clause and the provisions of this agreement, the Council may apply the proceeds of a Security to satisfy:
  - (i) any obligation of the Developer under this agreement to deliver Contributions, and
  - (ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with this agreement.
- (h) The Council must promptly return a Security provided under this clause if requested by the Developer and:
  - Handover has occurred for an item of Works to which the Security relates;
     and
  - the Developer has provided a Bond or Bank Guarantee required under the Construction Terms for defects liability and maintenance of the item of Works; and
  - (iii) if the Security relates to other items of Works for which a Certificate of Practical Completion has not been issued, a replacement Security is provided by the Developer in an amount determined in accordance with clause 9.2(b).
- (i) For the avoidance of doubt, if it is practicable, Council may retain a component of the Security it holds for an item of Works that is equivalent to 25% of the value of the Works (determined in accordance with clause 6.2), in satisfaction of the

requirement to submit a Bank Guarantee or Bond under the Construction Terms for defects liability and maintenance.

- (j) Nothing in this clause 9.2 prevents or restricts the Council from taking any enforcement action in relation to:
  - (i) any obligation of the Developer under this agreement; or
  - (ii) any associated liability, loss, cost, charge or expense directly or indirectly incurred by the Council because of the failure by the Developer to comply with this agreement,

that is not or cannot be satisfied by calling on a Security.

#### 9.3 Caveat

- (a) The Landowner acknowledges and agrees that:
  - (i) when this agreement is executed, the Council is deemed to have acquired and the Landowner is deemed to have granted, an equitable estate and interest in the Dedication Land for the purposes of section 74F(1) of the Real Property Act 1900 (NSW) and consequently the Council will have a sufficient interest in the Land in respect of which to lodge a caveat over the Land notifying that interest; and
  - (ii) it will not object to the Council lodging a caveat in the relevant folios of the Register for the Land nor will it seek to remove any caveat lodged by the Council provided the caveat does not prevent registration of any dealing or plan other than a transfer.
- (b) When a separate lot is created for the Dedication Land, the Council may retain any caveat (or lodge a caveat) over the Dedication Land and must, at the Landowner's cost, register a withdrawal of any caveat in respect of the remainder of the Land.

### 9.4 Compulsory Acquisition

- (a) If the Landowner does not dedicate the Dedication Land to Council as required by this agreement, the Council may compulsorily acquire the relevant land, in which case the Landowner consents to the Council compulsorily acquiring that land for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedures in the Land Acquisition (Just Terms Compensation) Act 1991 may recover any costs, including legal costs, incurred by the Council on acquisition of the land from the Landowner.
- (b) Clause 9.4(a) constitutes an agreement for the purposes of section 30 of the Land Acquisition (Just Terms Compensation) Act 1991.
- (c) Except as otherwise agreed between the Landowner and Council, the Landowner must ensure the Dedication Land is freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, rights, charges, rates, strata levies and contracts, except as may be permitted by this agreement on the date that the Council will acquire the land in accordance with clause 9.4(a).
- (d) The Landowner indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the relevant land under clause 9.4(a).

(e) The Landowner must pay the Council, promptly on demand, an amount equivalent to all costs, including legal costs, incurred by the Council acquiring the whole or any part of the relevant land under clause 9.4(a) that are not or cannot be recovered by calling on a Security.

#### 9.5 General Enforcement

- (a) Without limiting any other remedies available to the parties, this agreement may be enforced by any party in any Court of competent jurisdiction.
- (b) Nothing in this agreement prevents:
  - a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this agreement relates; and
  - (ii) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this agreement or any matter to which this agreement relates.

## 10 Assignment and Dealings

## 10.1 Assignment

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

#### 10.2 Transfer of Land

- (a) The Developer and the Landowner may not transfer, assign or dispose of the whole or any part of their rights, title or interests in the Land (present or future) or in the Development to another person (Transferee) unless before it sells, transfers or disposes of that right, title or interest:
  - the Developer or Landowner (as applicable) satisfies the Council that the proposed Transferee is financially capable of complying with the Developer's or Landowner's (as applicable) obligations under this agreement;
  - (ii) the Developer or Landowner (as applicable) satisfies the Council that the rights of the Council will not be diminished or fettered in any way;
  - (iii) the Transferee delivers to the Council a novation deed signed by the Transferee in a form and of such substance as is acceptable to the Council containing provisions under which the Transferee agrees to comply with all the outstanding obligations of the Developer or Landowner (as applicable) under this agreement;
  - (iv) any default under any provisions of this agreement has been remedied or waived by the Council, on such conditions as the Council may determine, and

(v) the Council's reasonable costs in relation to the assignment are paid by the Developer, Landowner or Transferee.

## 11 Approvals and consents

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

### 12 No fetter

#### 12.1 Discretion

This agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including, but not limited to, any statutory power or discretion of the Council relating to the Consent (all referred to in this agreement as a "Discretion").

#### 12.2 No fetter

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

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

#### 13 Notices

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

(a) must be in writing and signed by a person duly authorised by the sender;

must be addressed as follows and delivered to the intended recipient by hand, by (b) prepaid post or by email at the address below, or at the address last notified by the intended recipient to the sender after the date of this agreement:

to Penrith City Council: PO Box 60, Penrith, NSW 2751 (i)

Fax: (02) 4732 7958

Email: council@penrith.city

Attention: The General Manager

to FPI Developments (ii) NSW Pty Limited or Australand C & I Land Holdings Pty Ltd as trustee for the Frasers Property C&I Land Holdings (Kemps Creek No. 2) Trust:

Level 15, 180 George Street, Sydney NSW 2000

Email: michaela.leerdam@frasersproperty.com.au Attention: Michaela Leerdam

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

#### 14 General

#### 14.1 Relationship between parties

- Nothing in this agreement:
  - (i) constitutes a partnership between the parties; or
  - except as expressly provided, makes a party an agent of another party for (ii) any purpose.
- (b) A party cannot in any way or for any purpose:
  - (i) bind another party; or
  - contract in the name of another party. (ii)
- If a party must fulfil an obligation and that party is dependent on another party, (c) then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

#### 14.2 Time for doing acts

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

#### 14.3 Further assurances

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

#### 14.4 Variation

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

#### 14.5 No assignment

A party cannot assign or otherwise transfer its rights under this agreement without the prior written consent of the other party.

### 14.6 Counterparts

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

## 14.7 Legal expenses, stamp duty and administration fees

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

#### 14.8 Entire agreement

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

#### 14.9 Representations and warranties

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

#### 14.10 Severability

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

#### 14.11 Invalidity

- (a) A word or provision must be read down if:
  - (i) this agreement is void, voidable, or unenforceable if it is not read down;
  - this agreement will not be void, voidable or unenforceable if it is read down;and
  - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
  - (i) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed; and
  - (ii) this agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this agreement has full effect even if clause 14.11(b) applies.

#### 14.12 Waiver

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

#### 14.13 GST

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

#### 14.14 Governing law and jurisdiction

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

## Schedule 1 Works

## 1 Scope of Works

Item	Specification	Timing	Offset value (before	
CR2 Collector Road	Road construction of approximately 619 metres in length, as generally shown on the plan at Annexure B.	Prior to the issue of any Occupation Certificate for the Development	s5,236,740	
RA5 Roundabout	Construction of one roundabout, as generally shown on the plan at Annexure B.	Prior to the issue of any Occupation Certificate for the Development	\$450,000	

#### Schedule 2 Construction terms

#### 1 Interpretation

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

**Builder** means any entity contracted under the Construction Contract to carry out the Works.

**Construction Contract** means the contract to carry out the Works (whether or not that is a contract for the Works only or forms part of a contract for the building of other components of the Development).

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

**Defects Liability and Maintenance Period** means the period of 12 months from the date on which Handover of the Works occurs.

**Detailed Design** means the final specifications and finishes for the Works prepared in accordance with clause 5.2 of this Schedule 2 and will include the design of the Works, the location for the Works and installation specifications.

Maintenance Schedule has the meaning given in clause 11.1(a) of this Schedule 2.

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

Superintendent means the Superintendent appointed under any Construction Contract.

#### 2 Requirements of Authorities and Approvals

- 2.1 These Construction Terms must be read and construed subject to:
  - (a) any requirements or conditions of the Consent;
  - (b) the requirements of and conditions imposed by all relevant Authorities and all Laws relating to the Works and the construction of the Works.
- 2.2 If the Developer requires any Approvals in order to carry out the obligations under this agreement, then the Developer will acquire all Approvals necessary to carry out the Works at its own cost.
- 2.3 The Developer must ensure that the Works carried out under this agreement are carried out:
  - in accordance with the Consent, all Approvals for the Works and the requirements of all Laws, including without limitation, work health and safety legislation; and
  - (b) in a good and workmanlike manner and so that they are diligently progressed until completion:

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

#### 3 Costs of Works

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

#### 4 Project Management and Contractor Engagement

- 4.1 The Developer will be responsible for managing the Works.
- 4.2 The Developer will ensure that any contractor it engages to carry out the Works agrees to:
  - (a) carry out the Developer's obligations in these Construction Terms as part of any Construction Contract; and
  - (b) request a Council representative to be present at each on-site meeting attended by the Superintendent and to ensure the Council representative is present at the meeting, unless otherwise agreed by the Council representative.

#### 5 Design Development

#### 5.1 Concept Design

Council and the Developer have worked in consultation with each other to prepare and agree the concept plans for the Works at Annexure B.

#### 5.2 Detailed Design

- (a) Prior to Works commencing the Developer must provide a copy of the draft Detailed Design to the Council for approval.
- (b) Within 15 Business Days of receiving the Detailed Design, Council will respond to the Developer with any suggested amendments to the Detailed Design.
- (c) Council and the Developer must work in consultation with each other to prepare and agree the Detailed Design and must both act reasonably and with due expedition in their consultations with each other.
- (d) If the Detailed Design is not completed and agreed within 30 Business Days of Council providing its suggested amendments in accordance with clause 5.2(b) of this Schedule, to avoid possible delays to the issue of a Certificate of Practical Completion, the Council will, in its sole discretion, be entitled to decide on any outstanding or undecided matter or item relating to areas that are to be accessible to the public, provided that any decision made by Council under this clause:
  - (i) is consistent with the obligation to carry out the Works under this agreement; and
  - (ii) is consistent with the Consent any other Approvals for the Works; and
  - (iii) does not materially and adversely affect the Development; and
  - (iv) is not unreasonable.
- 5.3 Any acceptance by the Council of the Detailed Design under this clause 5 is not to be taken as approval of or to any Subdivision Works Certificate for the Works.

#### 5.4 Good faith

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

#### 6 Carrying out of Works

#### 6.1 Communication

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

#### 6.2 Standard of Works

- (a) Unless otherwise provided, the Developer shall, and must cause the Builder to, use suitable new materials and proper and tradesmanlike workmanship when carrying out the Works.
- (b) The qualitative standard of the design and finishes for the Works must be no less than those described in the following documents:
  - (i) Any relevant Australian Standard;
  - (ii) Any relevant design standards or guidelines and any other requirements or policies applied by the Council from time to time in assessing the adequacy of any works or improvements proposed for the public domain or to be accessible to the public in accordance with this agreement.
- (c) The Developer will obtain any relevant standards (including design standards), specifications, or guidelines and any other requirements or policies referred to in clause 6.2(b)(ii) of this Schedule from Council if the Council fails to deliver them to the Developer.
- (d) The Developer may but is not obliged to reinstate any Works where damage or destruction is as a result of:
  - (i) Any act or omission of the Council or its employees, consultants or agents relating to any part of the Works under this agreement; or
  - (ii) The use or occupation by the Council or its employees, consultants or agents, Council's representatives or other contractor of the Council of any part of the Works.

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

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

#### 7 Variations

- (a) Notwithstanding any other provision of this agreement, the parties to this agreement may agree, in writing, to a variation to the Detailed Design, for the reasons of environmental conditions, changes as a result of Approval being granted, achieving cost efficiencies or for any other practical purpose.
- (b) The acceptance of a variation, for the purposes of this agreement, should not be unreasonably withheld by any party if the proposed amendment does not significantly affect the public benefit to be provided or the cost of carrying out the Works.
- (c) For the avoidance of doubt, clause 7(b)of this Schedule is not intended to fetter the Council's discretion when determining any application for or proposed modification to any Approval applying to the Works.

#### 8 Not used

#### 9 Inspection

- (a) On completion of the Detailed Design, the Council will provide a schedule of inspections to be undertaken by Council (Inspection Schedule) to occur at specified stages of the construction of the Works (Inspection Stage). If the Council does not provide the Inspection Schedule, the Developer must request the Inspection Schedule from the Council prior to the Works commencing.
- (b) Five Business Days prior to reaching an Inspection Stage as set out in the Inspection Schedule, the Developer must notify the Council of the proposed inspection date (Inspection Date).
- (c) On the Inspection Date, or other agreed date, the Developer must ensure that any employees, contractors, agents or representatives of Council have access to and may enter the Land to inspect the Works.
- (d) In addition to carrying out inspections in accordance with the Inspection Schedule, the Council and its employees, contractors, agents or representatives may enter the Land or any part of the Land on which the Works are located to inspect the progress of the Works, subject to:
  - the terms of the Construction Contract (save for any clause of the Construction Contract which prevents the Council from accessing the Land);
  - (ii) giving reasonable notice to the Developer;
  - (iii) complying with all reasonable directions of the Developer; and
  - (iv) being accompanied by the Developer or a nominee, or as otherwise agreed.
- (e) The Council may, acting reasonably, within 5 Business Days of carrying out an inspection (either under clause 9(c)or clause 9(d)of this Schedule), notify the Developer of any defect or non-compliance in the Works and direct the Developer to carry out work to rectify that defect or non-compliance within a reasonable period of time. Such work may include, but is not limited to:
  - (i) removal of defective or non-complying material;
  - (ii) demolishing defective or non-complying work;

- (iii) reconstructing, replacing or correcting any defective or non-complying work; and
- (iv) not delivering any defective or non-complying material to the site of the Works.
- (f) If the Developer is issued a direction to carry out further work under clause 9(e)of this Schedule, the Developer must, at its cost, rectify the defect or non-compliance specified in the Notice within the time period specified in the Notice, provided that it is reasonable having regard to the nature of the works.
- (g) If the Developer fails to comply with a direction to carry out work given under clause 9(e)of this Schedule, the Council will be entitled to refuse to accept that the Works (or the relevant part of the Works) meet the Council's standards and specifications and may refuse to issue a Certificate of Practical Completion, until the required Works have been completed to the Council's satisfaction, acting reasonably.
- (h) For the avoidance of doubt, any acceptance by the Council that the Developer has rectified a defect or non-compliance identified in a notice issued under clause 9(e)of this Schedule does not constitute:
  - (i) acceptance by the Council that the Works comply with all Approvals and Laws; or
  - (ii) an Approval by the Council in respect of the Works; or
  - (iii) an agreement or acknowledgment by the Council that the Works or the relevant part of the Works are complete and may be delivered to the Council in accordance with this agreement.

#### 10 Completion

#### 10.1 Practical Completion

- (a) When the Developer considers that the Works, or any part of the Works, are complete, the Developer must send a Notice to the Council accompanied by complete works as executed plans, any relevant certificates or consents of any public utility authority and a request for written certification from the Council that the Works are complete.
- (b) Within 10 Business Days of receipt of the notice under clause 10.1(a) of this Schedule 2, the Council will carry out an inspection of the Works and will, acting reasonably, either:
  - (i) provide written certification to the Developer that the Works have been completed; or
  - (ii) notify the Developer of any additional information required or matters which must be addressed by the Developer prior to the certification being issued.
- (c) If the Developer is required to provide additional information or address any matters under clause 10.1(b)(ii) of this Schedule, the Developer will provide that information to Council or address those matters within 10 Business Days of receiving the notice or within a reasonable period of time and make a further request under clause 10.1(a) of this Schedule 2 for written certification that the Works have been completed.

- (d) Practical completion will be achieved in relation to the Works or any part of the Works when a Certificate of Practical Completion has been issued for those Works.
- (e) Council will promptly issue a Certificate of Practical Completion for the Works after written certification has been provided to the Developer under cl 10.1(b)(i) and it is reasonably satisfied that no aspect of the Works reasonably requires completion, rectification or repair.

#### 10.2 Handover

- (a) The Developer is responsible for the delivery and care of the Works at all times prior to Handover of the Works.
- (b) Handover will occur and Council will assume responsibility for the Works following:
  - (i) dedication to Council of the land on which Works are located; or
  - (ii) if Works are carried out on land already owned by Council, on the issue of a Certificate of Practical Completion for those Works.

#### 10.3 Delivery of documents

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

### 10.4 Assignment of Warranties and Causes of Action

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

#### 11 Defects Liability and Maintenance

#### 11.1 Maintenance

- (a) Prior to the issue of a Certificate of Practical Completion for any part of the Works, the Developer must provide to the Council a maintenance schedule setting out the proposed maintenance works and estimated costs for the relevant part of the Works over the Defects Liability and Maintenance Period (Maintenance Schedule).
- (b) Within 10 Business Days of receiving the Maintenance Schedule, Council must issue a written notice to the Development advising of any changes it requires to the Maintenance Schedule, which changes must be reasonable and in accordance with Council's usual practice for maintaining works of the same type.
- (c) Within 5 Business Days of receiving the Council's notice under clause 11.1(b)of this Schedule, the Developer must provide to Council a final Maintenance Schedule incorporating the Council's changes.
- (d) The Works or any part of those works, must be Maintained by the Developer in accordance with the Maintenance Schedule for the Defects Liability and Maintenance Period.
- (e) The Developer must follow relevant Council policies and obtain all Approvals necessary to carry out the Maintenance required under this clause.
- (f) The Council must give the Developer and its contractors any access required to carry out Maintenance in accordance with the Maintenance Schedule.

#### 11.2 Defects Liability and Maintenance Period

- (a) During the Defects Liability and Maintenance Period, the Council (acting reasonably) may give to the Developer a notice (Rectification Notice) in writing that identifies a defect in the Works or any Maintenance requirement that has not been complied with.
- (b) The Rectification Notice must specify:
  - action required to be undertaken by the Developer to rectify the defect or Maintain the Works (Rectification Works); and
  - (ii) the date on which the defect must be rectified, or the Maintenance work completed (**Rectification Date**).
- (c) The Developer must comply with the Rectification Notice by:
  - (i) procuring the performance of the Rectification Works by the Rectification Date, or such other date as agreed between the parties;
  - (ii) keeping the Council reasonably informed of the action to be taken to rectify the defect or Maintain the Works; and
  - (iii) carrying out the Rectification Works.
- (d) The Council must give the Developer and its contractors any access required to carry out the Rectification Works.
- (e) When the Developer considers that the Rectification Works are complete, either the Developer must notify the Council and provide documentation, plans or invoices which establish that the Rectification Works were carried out.

- (f) The Council may inspect the Rectification Works within 15 Business Days of receiving a Notice from the Developer under clause 11.2(e)of this Schedule and, acting reasonably:
  - (i) issue a further Rectification Notice if it is not reasonably satisfied that the Rectification Works are complete; or
  - (ii) notify the Developer in writing that it is satisfied the Rectification Works are complete.
- (g) The Developer must meet all costs of and incidental to rectification of defects or Maintenance of Works under this clause 11.
- (h) If the Developer fails to comply with a Rectification Notice, then the Council may do such things or take such action as is necessary to carry out the Rectification Works, including accessing and occupying any part of the Land without further notice to the Developer, and may:
  - call upon any Bond or Bank Guarantee provided to the Council under clause 11.3 of this Schedule to meet its costs of carrying out Rectification Works; and
  - (ii) recover as a debt due to the Council by the Developer in a court of competent jurisdiction, any difference between the amount of the Bond or Bank Guarantee and the costs incurred by the Council in carrying out Rectification Works.
- (i) The Developer must request that Council inspect the Works 28 days prior to the end of the Defects Liability and Maintenance Period. The Council must inspect the Works at any time after receiving the request from the Developer and before to the end of the Defects Liability and Maintenance Period.
- (j) If, prior to the end of the Defects Liability and Maintenance Period:
  - (i) the Developer fails to request the inspection, or
  - (ii) the Council does not carry out the inspection,

the Council may extend the Defects Liability and Maintenance Period so that the inspection may be carried out.

#### 11.3 Security for Defects Liability

- (a) The Developer must deliver to the Council Security in accordance with clause 9.2 of this agreement.
- (b) The Developer advises and the Council acknowledges its awareness that the Security may be supplied by the Builder and form a part of the security held by the Developer from the Builder under the terms of the Construction Contract, provided that:
  - any Security provided by the Builder benefits the Council and satisfies the requirements of this agreement; and
  - (ii) the Developer procures an agreement from the Builder that the Council will be entitled to call on any Security provided by the Builder, in accordance with the terms of this agreement and the terms of any Construction Contract.

- (c) Within 10 Business Days after the Defects Liability and Maintenance Period for a particular item of Works has expired Council must (if it has not called on it) return the Security it holds for that item of Works (or any remaining balance of it) to the Developer.
- (d) Notwithstanding clause 11.3(c)of this Schedule, if during the Defects Liability and Maintenance Period for a particular item of Works, the Council issues a Rectification Notice, then the Council need not deliver the balance of any Security provided to it until the Rectification Notice has been complied with.

#### 12 Risk

The Developer undertakes the Works entirely at its own risk.

#### 13 Insurance

- (a) Prior to the commencement of the construction of any of the Works, the Developer must ensure the Builder effects and the Developer must produce evidence to the Council of the following insurances issued by an insurer approved by the Council (acting reasonably) in a form approved by the Council (acting reasonably):
  - (i) construction works insurance for the value of the Works;
  - (ii) public risk insurance for at least \$20 million;
  - (iii) workers compensation insurance as required by Law.
- (b) The Developer must provide evidence of currency of insurance required by clause 13(a) of this Schedule 2 upon request by the Council, acting reasonably, throughout the term of this agreement.

#### 14 Indemnities

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

#### 15 Intellectual Property Rights

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

#### 16 Risk of contamination

The Developer acknowledges and agrees:

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

#### 17 Plans

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

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

## Executed as an agreement

Executed for and on behalf of Penrith City Council by its authorised delegate in accordance with a resolution of the

Council dated [insert date]: 27 October 2025

Signature of Authorised Delegate Signature of witness

Print position: GENERAL MANAGER

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

DocuSigned by:

4C9D20541759420.

Signature of joint agent / attorney

Wde 66BBF2F0DD3D4FD.

DocuSigned by:

Signature of joint agent / attorney

Ian Barter

Warwick Eadie

Name of joint agent / attorney

Name of joint agent / attorney

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

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

DocuSigned by:

4C9D20541759420...

Signature of joint agent / attorney

Ian Barter

1- Nola

-66BBF2F0DD3D4FD.

DocuSigned by:

Signature of joint agent / attorney

Warwick Eadie

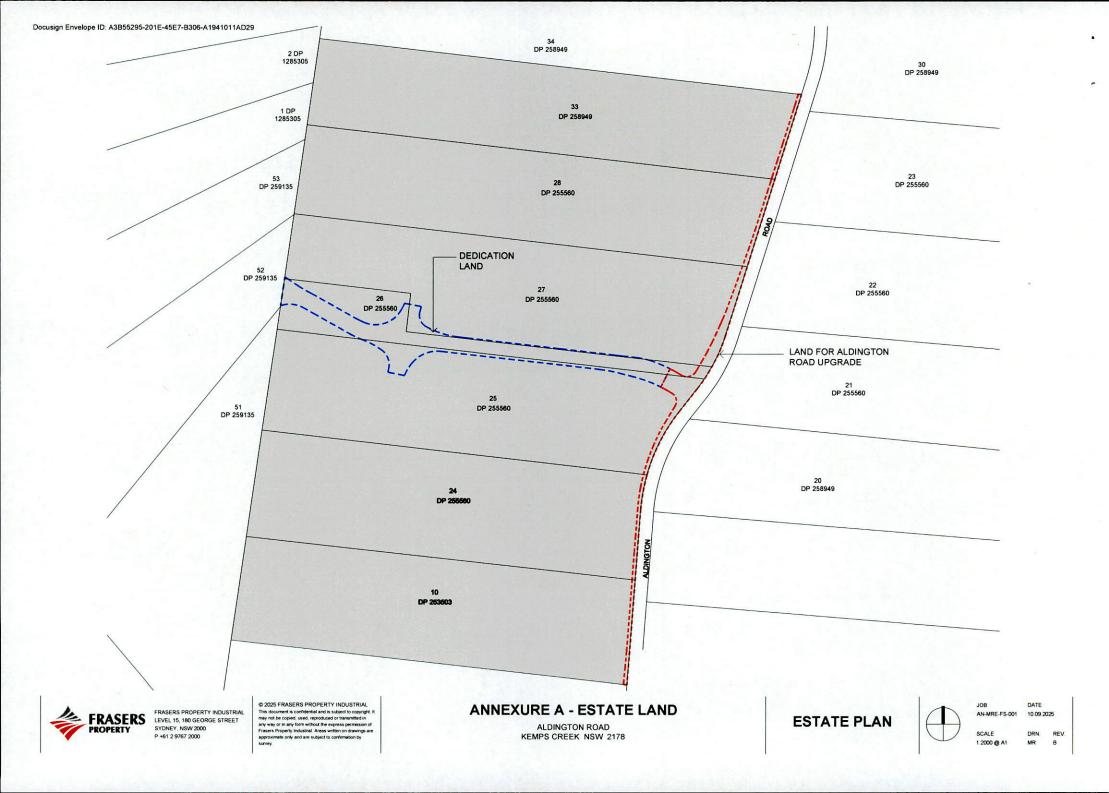
Name of joint agent / attorney

Name of joint agent / attorney

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

Sparke Helmore Lawyers

Annexure A Plan showing Land

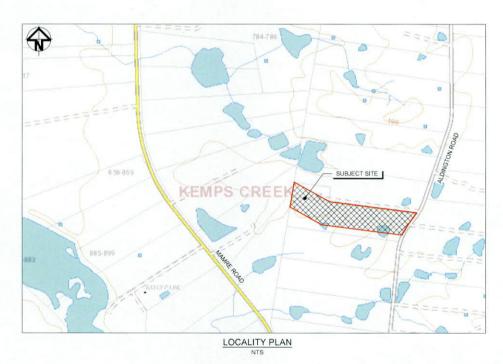


Sparke Helmore Lawyers

Annexure B Plans showing Works

## 155-251 ALDINGTON ROAD, KEMPS CREEK

# CIVIL WORKS PACKAGE WORKS IN KIND AGREEMENT



THIS DRAWING CANNOT BE COPIED OR REPRODUCED IN ANY FORM OR USED FOR ANY OTHER PURPOSE OTHER THAN THAT ORIGINALLY INTENDED WITHOUT THE WRITTEN PERMISSION OF AT&L



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	N.T.S.	Designed	OJ	
Grid	GDA 2020	Checked	AM	
Height Datum	AHD	Approved		٦.

**GDA2020** 

SSD-17552047 155-251 ALDINGTON ROAD KEMPS CREEK

COVER SHEET

Civil Engineers and Project Managers

Level 7, 153 Walker
North Sydney NSW.
Tel: 02 9439 1777
Feb: 02 9943 1777

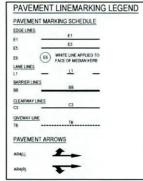
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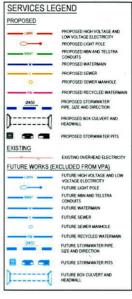
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Scales	Am 200an	Drawn	OJ	T
	N.T.S.	N,T,S. Designed	OJ	
Grid	GDA 2020	Checked	AM	
Height	ΔHD	Approved		_

**GDA2020** DRAWING LIST AND LEGENDS

SSD-17552047 155-251 ALDINGTON ROAD KEMPS CREEK

Level 7, 153 Walker Street North Sydney NSW 2060 ABN 96 130 882 405 Tel 02 9439 1777 Fax 02 9923 1055 www.atl.net.au info@atl.net.au FOR APPROVAL A1

#### SITEWORKS NOTES

- ORIGIN OF LEVELS REFER SURVEY NOTES.
- CONTRACTOR MUST VERIFY ALL DIMENSIONS AND EXISTING LEVELS ON SITE PRIOR TO COMMENCEMENT OF WORK. ANY DISCREPANCIES TO BE REPORTED TO AT & L.
- 3. MAKE SMOOTH CONNECTION WITH EXISTING WORKS
- ALL TRENCH BACKFILL MATERIAL SHALL BE COMPACTED TO THE SAME DENSITY AS THE ADJACENT MATERIAL
- ALL SERVICE TRENCHES UNDER VEHICULAR PAVEMENTS SHALL RE BACKFLLED WITH SAND TO 300mm ABOVE PIPE. WHERE PIPE IS UNDER PAVEMENTS BACKFLLE, REMAINDER OF TERNCH TO UNDERSIGE OF PAVEMENT WITH SAND OR APPROVED GRANULAR MATERIAL COMPACTED IN 150mm LAYERS TO SIMMAM 95% MODIFIED MAXIMUM DRY DENSITY IN ACCORDANCE WITH AS 1289 5.21. (IRA DEDISTITY DIRECTOR TO LESS THAN 75.
- PROVIDE 10mm WIDE EXPANSION JOINTS BETWEEN BUILDINGS AND ALL CONCRETE OR LIMIT PAVEMENTS.
- ASPHALTIC CONCRETE SHALL CONFORM TO TINSW SPECIFICATION
- ALL BASECOURSE MATERIAL SHALL BE KINEOUS ROCK QUARRIED MATERIAL TO COMPLY WITH THIS WE FORM MOST (LIMBOUND). THIS WE FORM MOST (LIMBOUND) COMPACTED TO MINIMAUM 49M MOORIFED DENSITY IN ACCORDANCE WITH AS 1286 \$2.1 FREQUENCY OF COMPACTION TESTING SHALL NOT BE LESS THAN 1 TEST PER 50m OF BASECOURSE MATERIAL, PLACED.
- ALL CLIB BASE COLIDSE MATERIAL SHALL BE ICHECURE DOOR OLIADRICO ALL SUB-BASE COURSE MATERIAL SHALL BE IGNEOUS ROCK QUARRIED MATERIAL TO COMPLY WITH INSW FORM 3051 JA 3051 A 34D COMPACTED TO MINMUM 99% MODIFIED DENSITY IN ACCORDANCE WITH A.S. 1289 5.2 FREQUENCY OF COMPACTION TESTING SHALL NOT BE LESS THAN 1 TES PER 50m<sup>3</sup> OF SUB-BASE COURSE MATERIAL PLACED.
- AS AN ALTERNATIVE TO THE USE OF IGNEOUS ROCK AS A SUB-BASE MATERIAL IN (9) A CERTIFIED RECYCLED CONCRETE MATERIAL
- SHOULD THE CONTRACTOR WISH TO USE A RECYCLED PRODUCT THE CONTRACTOR IS TO SEEK ACCEPTANCE OF THE PRODUCT FROM ATAL. THE PRICE DIFFERENCE BETWEEN AN IGNEOUS PRODUCT AND A RECYCLED PRODUCT SHALL BE CLEARLY INDICATED.
- 12 WHERE NOTED ON THE DRAWINGS THAT WORKS ARE TO BE CARRIED BY OTHERS, (eg. ADJUSTMENT OF SERVICES), THE CONTRACTOR
  SHALL BE RESPONSIBLE FOR THE CO-ORDINATION OF THESE WORKS.
- 13. ALL WORKS CARRIED OUT ADJACENT TO AND WITHIN TRANSGRID'S EASEMENT TO COMPLY WITH TRANSGRID'S GUIDELINES AND
- 14 ALL WORKS TO BE CONSTRUCTED IN ACCORDANCE WITH PENRITH CIT COUNCIL'S ENGINEERING CONSTRUCTION SPECIFICATION FOR CIVIL WORKS

#### SURVEY NOTES

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

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

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

- THE BOUNDARIES HAVE APPOROXIMATELY BEEN SURVEYED I ACCORDANCE WITH CLAUSE 9 OF THE SURVEYING & SPATIAL INFORMATION 2017
- ALL AREAS AND DIMENSIONS HAVE BEEN COMPILED FROM PLANS MADE AVAILABLE BY NSW LAND REGISTRY SERVICES AND ARE SUBJECT TO FINA
- ORIGIN OF COORDINATES HAS BEEN DERIVED USING GPS (GNSS) SURVEY
- ORIGIN OF LEVELS ON A.H.D. IS TAKEN FROM SSM33562 R.L. 43.021 (A.H.D.
- IN MAMRE ROAD USING GPS (GNSS) SURVEY METHODS CONTOUR INTERVAL 0.5 m
- COMTOUR INTERNAL 0.5 M.

  CONTOURS ARE RIDICATIVE ONLY. ONLY SPOT LEVELS SHOULD BE USED FOR CALCULATIONS OF QUANTITIES WITH CAUTION

  NO MASSINGATION OF UNDERGROOMS SERVICES HAS BEEN MADE. SERVICES HAVE BEEN HOTTED FROM RELEVANT AUTHORITIES INFORMATION AND WARE FOR TEEN SURVEYED, ALL RELEVANT AUTHORITIES SHOULD BE NOTIFIED PRIOR TO ANY EXCANATION ON OR MICED THE STEE.
- NEAR 146: SITE

  9: 47 DENOTES TREE SPREAD OF 8m, TRUNK DIAMETER OF 0.4m & APPROHEIGHT OF 7m
- HEIGHT OF 7/m.
  SHOWS APPROXIMATE POSITION OF ROAD LINEMARKING AND IS
  INDICATIVE ONLY
  BEARINGS SHOWN ARE MGA (MAP GRID OF AUSTRALIA) ADD APPROX. 1\*0
  FOR TRUE MORTH

#### DEWATERING

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

#### EXISTING UNDERGROUND SERVICES

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

#### CONCRETE NOTES

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

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

- CEMENT TYPE SHALL BE (ACSE SPECIFICATION) TYPE SL PROJECT CONTROL TESTING SHALL BE CARRIED OUT IN ACCORDANCE WITH AS 1379.
- NO ADMIXTURES SHALL BE USED IN CONCRETE UNLESS APPROVED IN WRITING BY AT & L.
- CLEAR CONCRETE COVER TO ALL REINFORCEMENT FOR DURABILITY SHALL BE 40mm TOP AND 70mm FOR EXTERNAL EDGES UNLESS NOTED OTHERWISE.
- ALL REINFORCEMENT SHALL BE FIRMLY SUPPORTED ON MILD STEEL PLASTIC TIPPED CHAIRS, PLASTIC CHAIRS OR CONCRETE CHAIRS AT NOT GREATER THAN 1m CENTRES BOTH WAYS, BARS SHALL BE TIED AT ALTERNATE INTERSECTIONS.
- THE FIRST-BED CONCRETE SHALL BE A DENSE HOMOGENEOUS MASS, COMPLETELY FILLING THE FORMINORY, THOROUGHLY EMBEDDING THE REINFORGEMENT AND FREE OF STONE POOLETS, ALL CONCRETE INCLUDING SLABS ON GROUND AND FOOTINGS SHALL BE COMPACTED AND CURED IN ACCORDANCE WITH TINSW.
- REINFORCEMENT SYMBOLS
- N DENOTES GRADE 450 N BARS TO AS 1302 GRADE N R DENOTES 230 R HOT ROLLED PLAIN BARS TO AS 1302

SL. DENOTES HARD-DRAWN WIRE REINFORCING FABRIC TO AS 1304 NUMBER OF BARS IN GROUP | | BAR GRADE AND TYPE

NOMINAL BAR SIZE IN mm J LSPACING IN mm

THE FIGURE FOLLOWING THE FABRIC SYMBOL SLIS THE REFERANCE NUMBER FOR FABRIC TO AS 1304.

FABRIC SHALL BE LAPPED IN ACCORDANCE WITH THE



#### DECOMMISSIONING / DEMOLITION

- DEMOLITION OF EXISTING DWELLING TO BE CONDUCTED IN DEMOLITION OF EXISTING DWILLING TO BE CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF AS2601-2001 - DEMOLITION OF STRUCTURES BY CONTRACTORS EXPERIENCED IN THIS CLASS OF WORK AND HOLDING REQUIRED CURRENT PERMITS AND LICENSES AS REQUIRED.
- EXISTING INTERNALS FENCING, CATTLE YARDS, UTILITIES AND OTHER REDUNDANT STRUCTURES TO BE DEMOLISHED AND REMOVED TO AN APPROVED WASTE MANAGEMENT FACILITY.
- DAM DECOMMISSIONING TO BE COMPLETED AS PER THE DAM DECOMMISSIONING PROCEDURE AS CONTAINED WITHIN THE CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN (CEMP).
- ALL EXISTING SERVICES (INCLUDING SEPTIC TANKS) SHALL BE REMOVED FROM SITE.
- ALL UNDERGROUND CABLES AND PIPES SHALL BE GRUBBED OUT AND CAPPED AT THE BOUNDARY OF THE SITE.

Bar Scales

CONTINUED ABOVE AND RIGHT

#### DECOMMISSIONING / DEMOLITION

- ALL OVERHEAD SERVICES SHALL BE REMOVED FROM WITHIN THE SITE BOUNDARY AND MADE SAFE AT THE TERMINATION LOCATION. ANY POLES SHALL BE REMOVED FROM THE SITE.
- ALL EXISTING SERVICES TO BE CONSIDERED AS LIVE UNTIL THE CONTRACTOR HAS TESTED AND CONFIRMED TO THE SUPERINTENDENT THAT THE SERVICES ARE DEAD / REDUNDANT.

#### KERBING NOTES

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

#### STORMWATER DRAINAGE NOTES

- STORMWATER DESIGN CRITERIA AVERAGE RECURRENCE INTERVAL:
  1.100 YEARS MAJOR STORM (OVERLAND FLOW
  1.20 YEARS MINOR STORM (PIPED NETWORK)
- (B) RAINFALL INTENSITIES.
  TIME OF CONCENTRATION 5 MINUTES
- 1.20 YEARS= 167 mm/tr
  RUNOFF COEFFICIENTS.
  ROOF AREAS. C 100 =1.0
  EXTERNAL PAVEMENTS C 100 =1.0 PIPES 300 DIA. AND LARGER TO BE REINFORCED CONCRETE CLASS '3'
  APPROVED SPIGOT AND SOCKET WITH RUBBER RING JOINTS. U.N.O. ALL
  ROAD CROSSINGS TO BE CLASS '4' U.N.O.
- PIPES UP TO 300 DIA SHALL BE SEWER GRADE uPVC WITH SOLVENT WELDED JOINTS.
- EQUIVALENT STRENGTH VCP OR FRC PIPES MAY BE USED, SUBJECT TO THE APPROVAL OF PENRITH CITY COUNCIL.
- ALL STORMWATER DRAINAGE LINES UNDER PROPOSED BUILDING SLABS TO BE JEVC PRESSURE PIPE GRADE 6 ENSURE ALL VERTICALS AND DOWNIPIPES ARE JEVC PRESSURE PIPE, GRADE 6 FOR A MIN OF 3.0m IN HEIGHT.
- HEIGHT 
  PRIEST DIS INSTALLED TO TYPE HS2 SUPPORT IN ACCORDANCE WITH AS 372'S IN ALL CASES BACKFUL TRENCH WITH 548M TO 300mm AROVE 
  PRIESE WHERE PIES IN SURDE PAVEMENTS BACKFUL REMAINDED OF 
  TERLICH TO LINGESTISSE OF PAVEMENT WITH 548M OR APPROVED 
  GRANALIFA METRICAL COMPACTES IN SOME LINGEST STATEMENT, WITH 528M ST 
  STANDARD AND MAN BIT TE SESTIT IN ACCORDANCE WITH AS 1288 S21. 
  (OR A DESISTIT AND DOCT FOR ILLESS THAN TO).
- ALL INTERNAL WORKS WITHIN PROPERTY BOUNDARIES ARE TO COMPLY WITH THE REQUIREMENTS OF AS 3500 3.1 (1998) AND AS/NZS 3500 3.2 (1998).
- ENLARGERS, CONNECTIONS AND JUNCTIONS TO BE PREFABRICATED FITTINGS WHERE PIPES ARE LESS THAN 300 DIA
- WHERE SUBSOIL DRAINS PASS UNDER FLOOR SLABS AND VEHICULAR PAVEMEN UNSLOTTED UPVC SEWER GRADE PIPE IS TO BE USED.
- CARE IS TO BE TAKEN WITH LEVELS OF STORMWATER LINES. GRADES SHOWN AR NOT TO BE REDUCED WITHOUT APPROVAL.
- GRATES AND COVERS SHALL CONFORM TO AS 3996 AND PENRITH CITY COUNCIL CONSTRUCTION SPECIFICATIONS.
- AT ALL TIMES DURING CONSTRUCTION OF STORMWATER PITS, ADEQUATE SAFET PROCEDURES SHALL BE TAKEN TO ENSURE AGAINST THE POSSIBILITY OF PERSONNEL FALLING DOWN PITS.
- ALL EXISTING STORMWATER DRAINAGE LINES AND PITS THAT ARE TO REMAIN AR TO BE INSPECTED AND CLEANED DURING THIS PROCESS ANY PART OF THE STORMWATER DRAINAGE SYSTEM THAT WARRANTS REPAIR SHALL BE REPORTED TO THE SUPERINTENDENT/ENGINEER FOR FURTHER DIRECTIONS.

- TO THE UPERINTENENT FAMILE OF THE PRINTER OF DIRECTIONS.

  ALL STORMMARTS THAN SAFE TO BE CAST INSTITUTE ACCORDING WITH THE STORMMARTS RETHAN AND SECRETARILY CAST INSTITUTE ACCORDING TO ACCORDING THE PRINTER OF THE PRINTER OF THE PRINTER OF THE FELL AND THE PRINTER OF THE PRINTER OF THE FELL AND THE PRINTER OF THE PRINTER
- THIS AND THE CONTROL OF CONTROL OT CONTROL OF CONTROL O
- OUT TO MANUFACTURERS REQUIREMENTS, IF REQUIRED, DEMOLITION SAMPS ARE NOT TO BE USED IN ANY CIRCUMSTANCES. SINGLE UNITS PREFERED BUT IF REQUIRED MINIMUM RISER DEPTH 600MM PIT INSTALLATION AND JOINTING PIPES TO PITS SHALL BE LINDERTAKEN IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.

#### STORMWATER DRAINAGE NOTES

- ANY DAMAGE TO THE STRUCTURAL INTEGRITY OF THE PRE-CAST PIT WILL BE REPARED AND STRUCTURAL WITERED TO THE SATISFACTION OF THE SUPERISTICATION FOR THE SUPERISTICATION FOR THE SUPERISTICATION SHALL BE CUT SO THAT IT IS FLUSH ALL PRE-CAST PIT PRE-EVENTIONS SHALL BE CUT SO THAT IT IS FLUSH ALL PRE-CAST PIT PRE-EVENTION SHALL BE CUT SO THAT IT IS FLUSH AND FOR THE STRUCTURATION TO SE WITH A NOW-SHOWN MORTAR WINE E. Q. LANNO 702 QUENABLE OF SIMULAR APPROVAD. SUPERIOR DAMAGE CLUSHOR AND ONCE THE SEMENTAL TO THE WINE PROPERTIES TO BE INSTALLED AT OWN CENTRES, AND AT ALL UPSTREAM PROPERTIES TO BE INSTALLED AT OWN CENTRES AND AT ALL UPSTREAM PROPERTIES. STORMATICE THE CONTROLLED AND ADMINISTRATION OF THE STRUCTURAL DECORPTIES OF THE STRUCTURAL DECORPTIES.

### EMBANKMENT CONSTRUCTION

#### SEQUENCE

- STRIP VEGETATION AND TOPSOIL FROM EMBANKMENT AREA AND STOCKPILE TOPSOIL FOR LATER USE. CUT BACK AREA TO FIRM GROUND.
- CONSTRUCT EMBANKMENT IN PRESENCE OF QUALIFIED AND EXPERIENCED GEOTECHNICAL ENGINEER IF NOT ROCK.
- IN THE CASE WHERE THE EMBANAMENT AREAS SHOW ANY FAILURE, THE CONTRACTOR IS TO ENGAGE A QUALIFIED AND EXPERIENCED GEOTECHNICAL ENGINEER TO DETERMINE THE CAUSE AND METHOD OF RECTIFICATION.
- COMPACT CLAY STABILISED WITH GYPSUM (3% BY DRY MASS, MINIMUM) AS APPROVED BY A QUALIFIED AND EXPERIENCED GEOTECHNICAL ENGINEER INTO THE CUT-OFF TRENCH OF LAYERS NOT EXCEEDING 150mm LOOSE THICKNESS TO A DRY DENSITY EQUIVALENT TO 98% OF THAT DETERMINED BY STANDARD COMPACTION (AS 1289.5.1.1) AND AT A MOISTURE CONTENT OF -2% TO +2% OF OPTIMUM MOISTURE CONTENT.
- GYPSHIM STARILISED NATURAL SOILS EXPOSED IN EMBANKMENT AREA WITH MINIMUM 3% GYPSUM BY DRY MASS AND COMPACT AS FOR #4. ALL TO THE APPROVAL OF A QUALIFIED AND EXPERIENCED GEOTECHNICAL
- CONSTRUCT BODY OF EMBANKMENT WITH CLAYEY MATERIAL WON FROM SITE. COMPACT THE CLAYEY MATERIAL APPROVED BY A QUALIFIED AND EXPERIENCED GEOTECHNICAL ENGINEER IN LAYERS NOT EXCEEDIN 150mm THICKNESS TO A DRY DENSITY EQUIVALENT TO 98% OF THAT DETERMINED BY STANDARD COMPACTION (AS 1289.5.1.1) AND AT A DETERMINED BY STANDARD COMPACTION (AS 1289-3.1, 1) AND AT A MOISTURE CONTENT OF -2% OF OPTIMUM MOSTURE CONTENT. MOST IMPORTANTLY, IF SHRINKAGE CRACKS OCCUR, AS DIRECTED BY A QUALIFIED AND EXPERIENCED GEOTECHNICAL ENGINEER.
- OVERFILL THE EMBANKMENT AND TRIM OFF, SO THAT THE ENTIRE BODY OF THE EMBANKMENT IS COMPACTED.
- TRIM THE EMBANKMENTS BATTERS TO THE OVERFILLED MATERIAL, STABILISE THE UPSTREAM CLAY BATTERS WITH WELL MIXED GYPSUM (3% BY DRY MASS, MINIMUM) AND COMPACT TO MIN, 98% STD -2% TO +2% OMC.
- RECOVER TOPSOIL FROM STOCKPILE AND SPREAD OVER EMBANNMENT AND CUT BATTERS (A THIN COVER OF TOPSOIL ONLY HAS BEEN NOMINATED), ONLY LIGHTLY TRACK-ROLL THE TOPSOIL AND THEN LANDSCAPE IN ACCORDANCE WITH THE LANDSCAPE AREA DRAWINGS.
- WATER AND FERTILISE LANDSCAPE AS REQUIRED BY CLIMACTIC CONDITIONS TO ENSURE THE LANDSCAPE IS SUCCESSFUL.
- AT THE COMPLETION OF WORK WRITTEN COMFIRMATION AND CERTIFICATION IS TO BE PROVIDED FROM A QUALIFIED AND EXPERIENCED GEOTECHNICAL ENGINEER THAT THE EMBARKMENTS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THESE DRAWMASS.

#### EARTHWORKS NOTES

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

#### **DESIGN & CERTIFICATION** REQUIREMENTS

- THE CONTRACTOR IS TO PROVIDE STRUCTURAL CERTIFICATION ON ALL STRUCTURAL ELEMENTS, INCLUDING DESIGN
  CERTIFICATION AND FINAL CONSTRUCTION CERTIFICATION.

- CERTIFICATION AND FINAL CONSTRUCTION CERTIFICATION THIS INCLUDES
  ALL RETAINING WALLS
  CULVERTS EXCLUDION BASE SLABS.
  HEADWALLS
  STORMMATER STRUCTURES
  ALL STRUCTURE, CERTIFICATIES MUST BE PROVIDED BY A
  SUTTABLY CULVERIES STRUCTURAL ENGINEER

#### CONSTRUCTION SPECIFICATION

- THESE DRAWINGS SHOULD BE READ IN CONJUCTION WITH PENRITH CITY
- WHERE THERE IS A CONFLICT THE FOLLOWING IS TO OCCUR
   1.1. NOTIFY THE DESIGN ENGINGEER AND/OR SUPERINTENDENT
   12. THE PENRITH CITY COUNCIL'S SPECIFICATION TAKES PRECEDENCE
- REFER PELLS SULLIVAN MEYNINK REPORT PSM3739-006S REV 6 (DATED 13 OCT 2020) FOR BULK EARTHWORKS SPECIFICATIONS.
- 4. REFER SITE IMAGE LANDSCAPE SPECIFICATION (CURRENT REVISION) FOR LANDSCAPE SPECIFICATION

REFORE YOU DIG www.bvda.com.au CONTRACTOR SHALL OBTAIN ALL CURRENT SERVICE AUTHORITY PLANS PRIOR TO

COMMENCEMENT OF WORK

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N.T.S. GDA 2020 AM

**GDA2020** 

**GENERAL NOTES** 

SSD-17552047

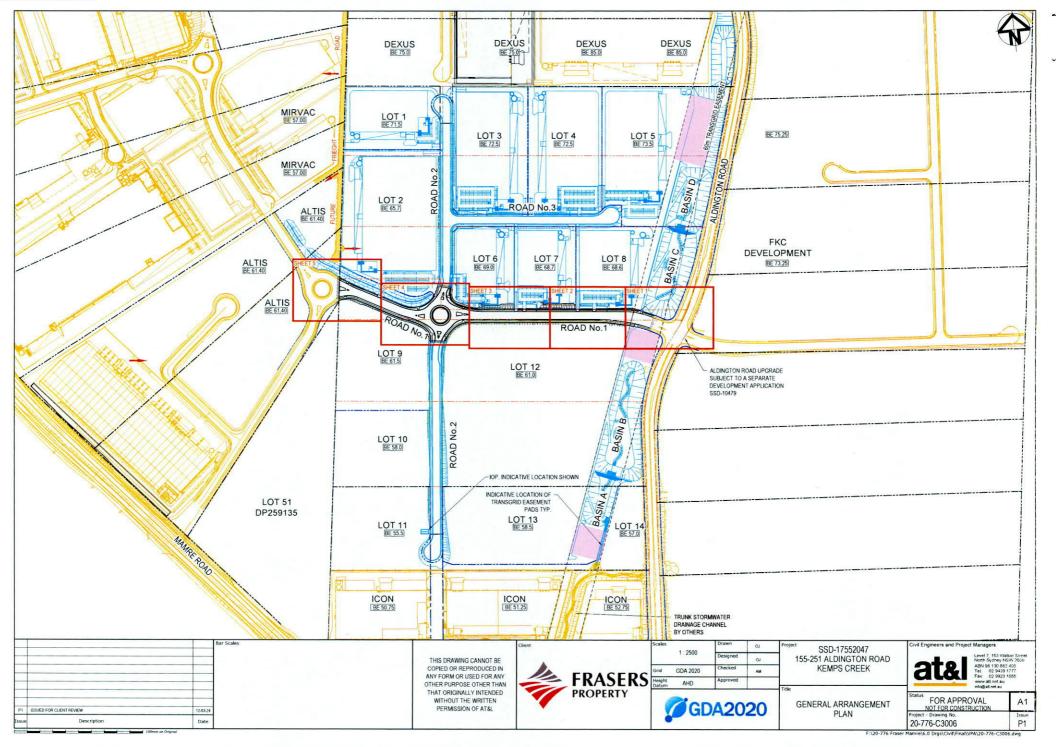
155-251 ALDINGTON ROAD

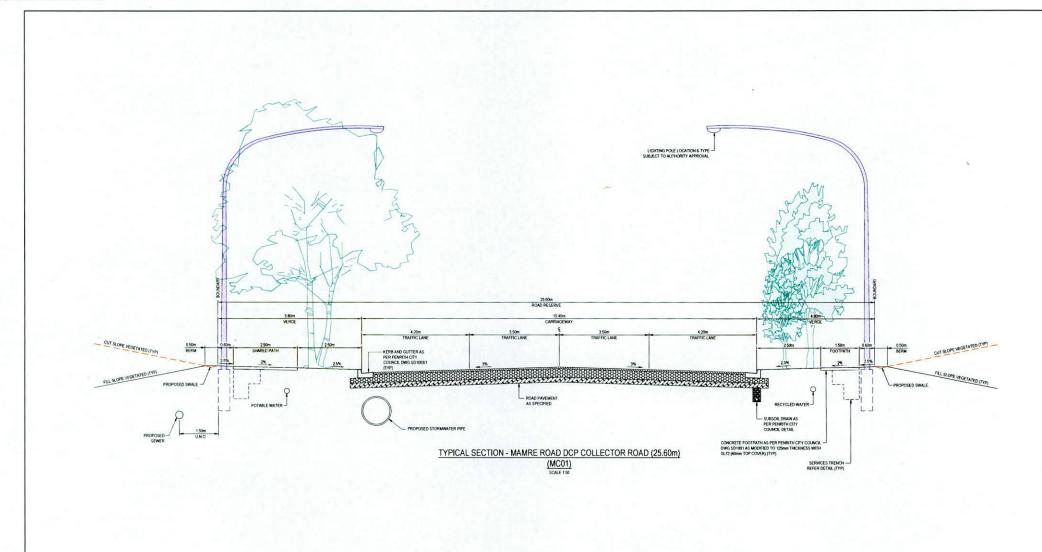
KEMPS CREEK

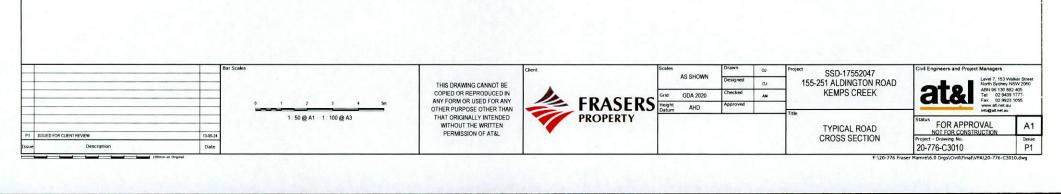
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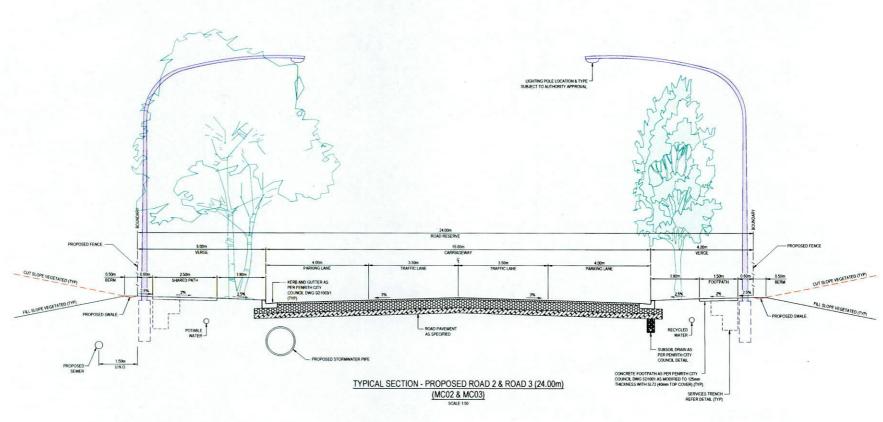
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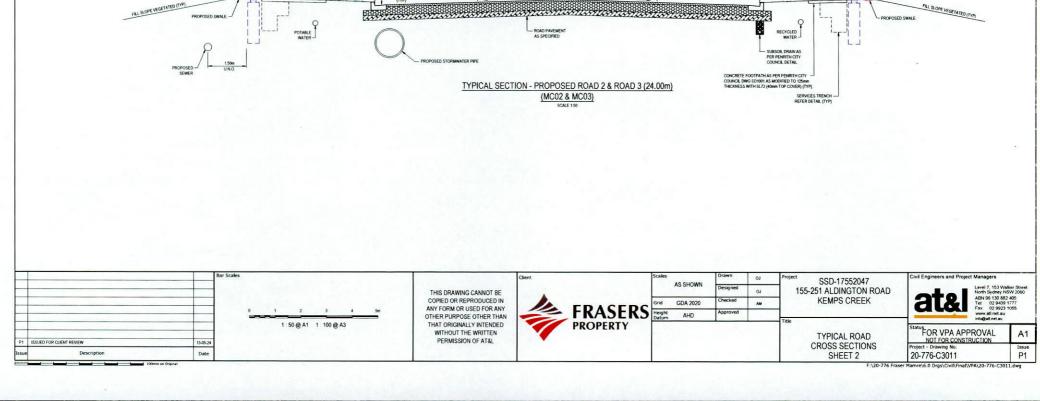
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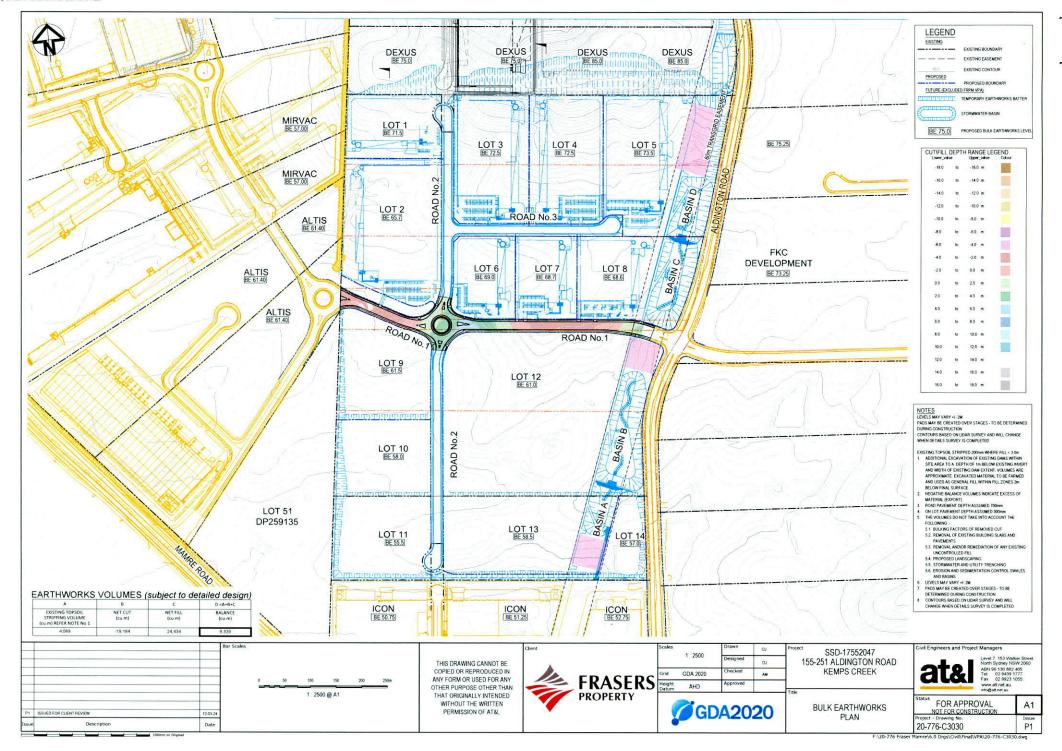


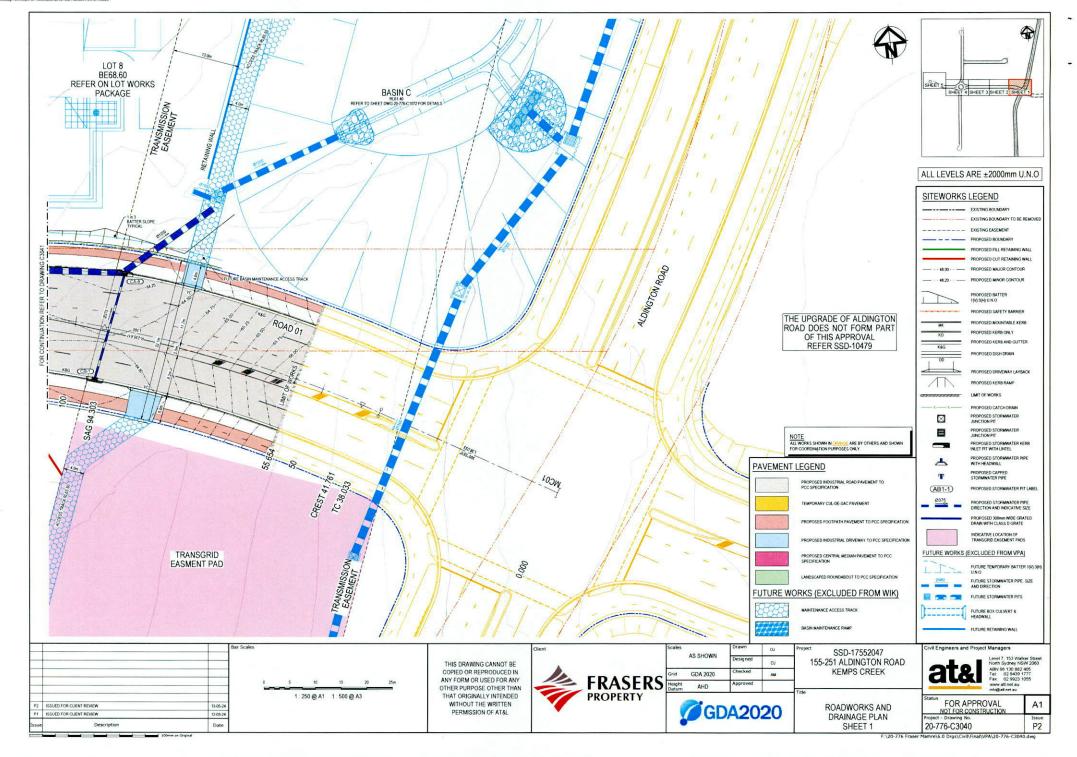


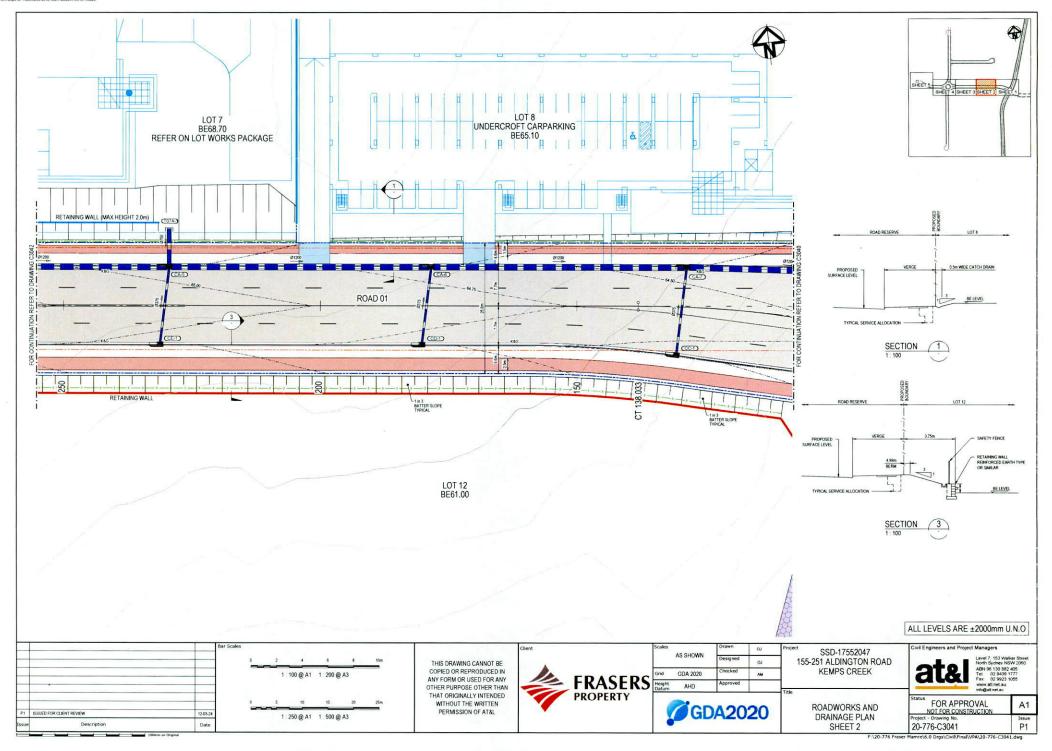


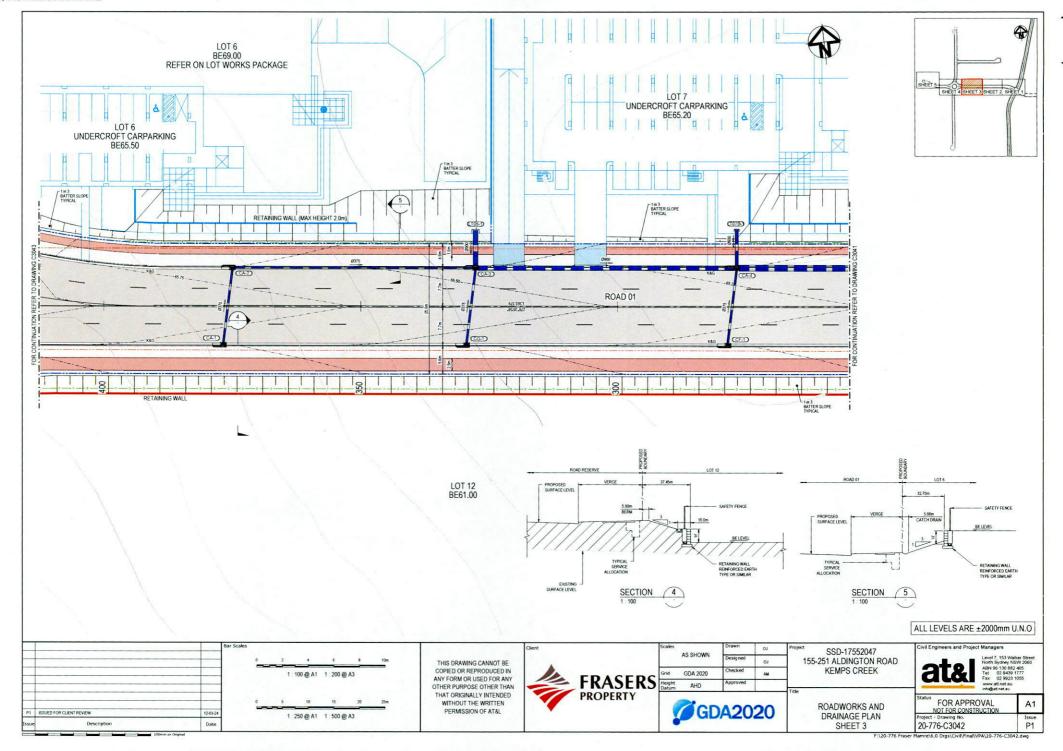


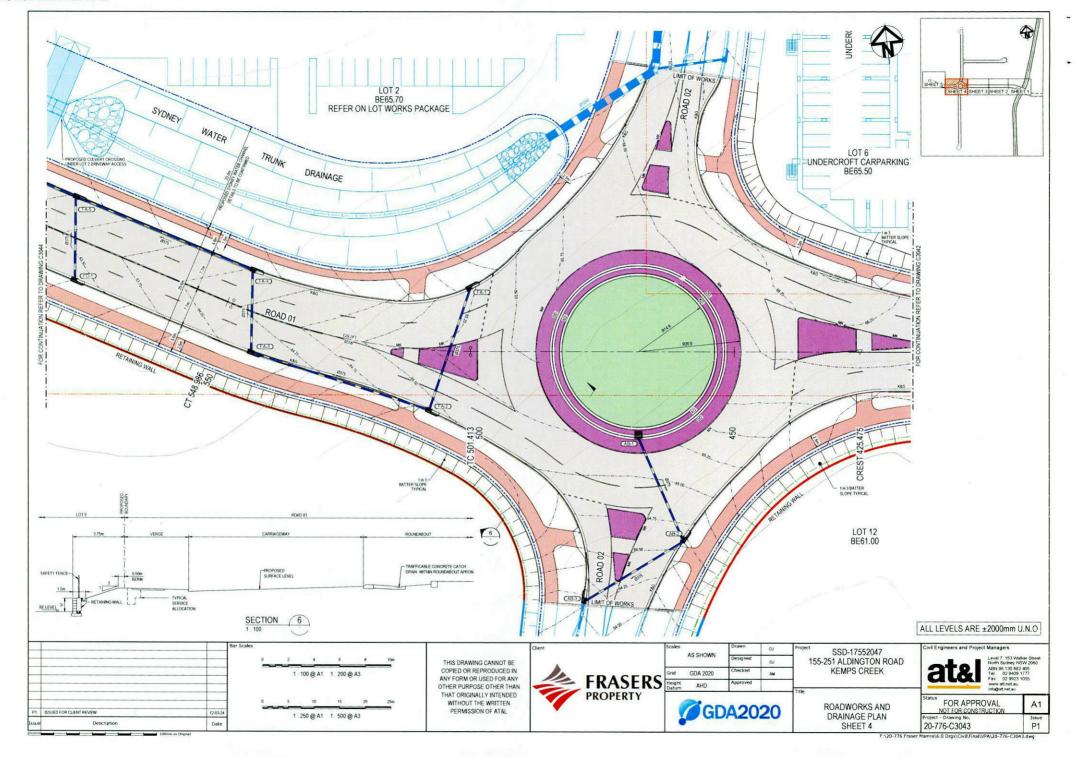


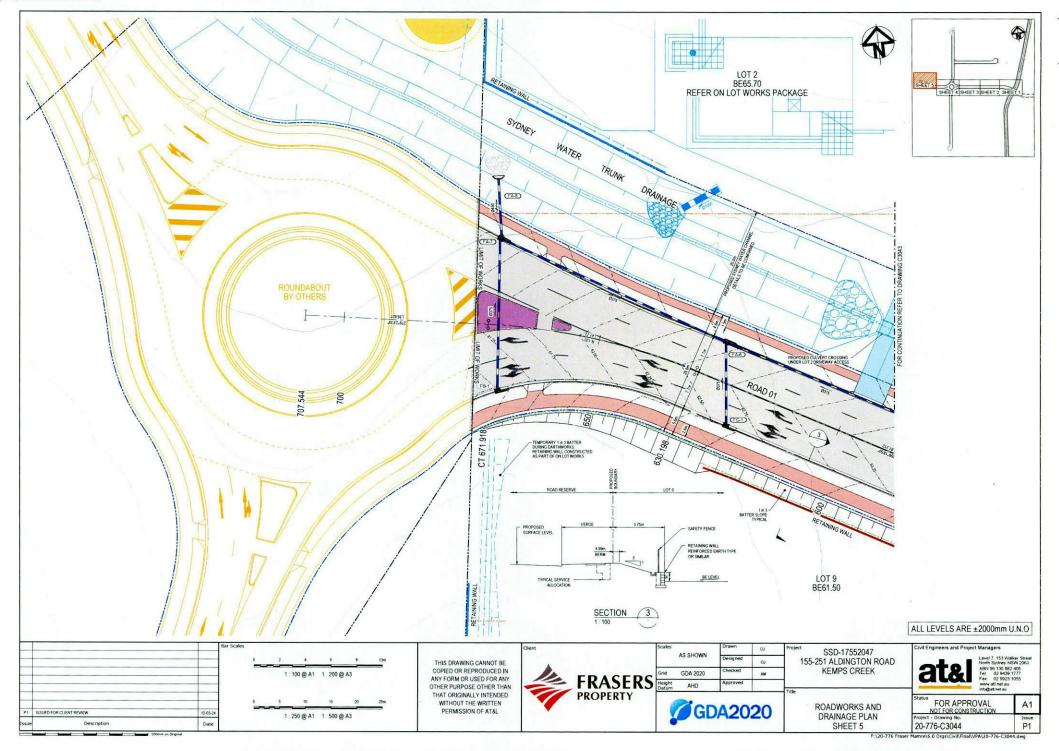


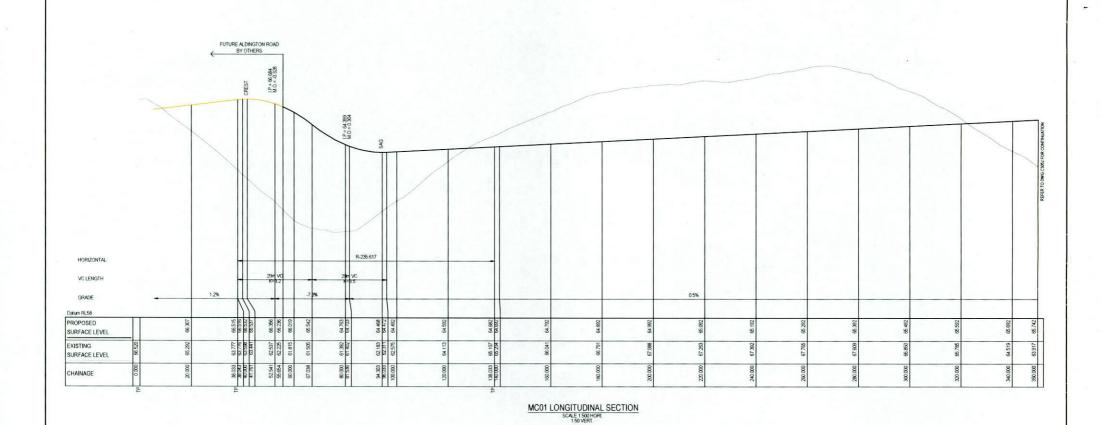












| Bar Scales | VERICAL | 0 1 2 3 4 5m | SCALE | 1:50 @ A1 1:100 @ A3 | HORZONTAL | 0 10 20 30 40 5cm | SCALE | 1:500 @ A1 1:1000 @ A3 | HORZONTAL | 1:500 @ A1 1:1000 @ A3 | HORZONTAL | 1:500 @ A1 1:1000 @ A3 | HORZONTAL | 1:500 @ A1 1:1000 @ A3 | HORZONTAL | 1:500 @ A1 1:1000 @ A3 | HORZONTAL | 1:500 @ A1 1:1000 @ A3 | HORZONTAL | 1:500 @ A1 1:1000 @ A3 | HORZONTAL | 1:500 @ A1 1:1000 @ A3 | HORZONTAL | 1:500 @ A1 1:1000 @ A3 | HORZONTAL | 1:500 @ A1 1:1000 @ A3 | HORZONTAL | 1:500 @ A1 1:1000 @ A3 | HORZONTAL | 1:500 @ A1 1:1000 @ A3 | HORZONTAL | 1:500 @ A1 1:1000 @ A3 | HORZONTAL | 1:500 @ A1 1:1000 @ A3 | HORZONTAL | 1:500 @ A1 1:1000 @ A3 | HORZONTAL |

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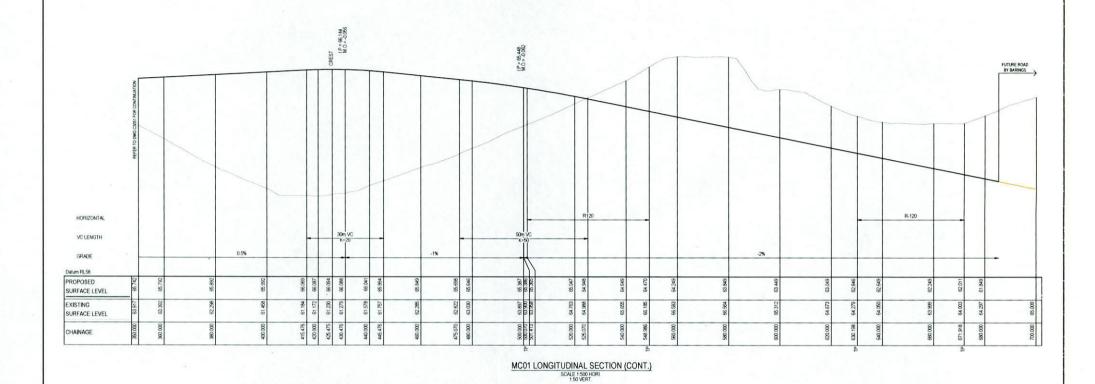
SSD-17552047 155-251 ALDINGTON ROAD KEMPS CREEK

ROAD (MC01) LONGITUDINAL SECTION SHEET 1 Level 7, 153 Walker Street
Level 7, 153 Walker Street
North Sychye MSW 2050
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1:50 @ A1 1:100 @ A3 1:500 @ A1 1:1000 @ A3 P1 ISSUED FOR CLIENT REVIEW

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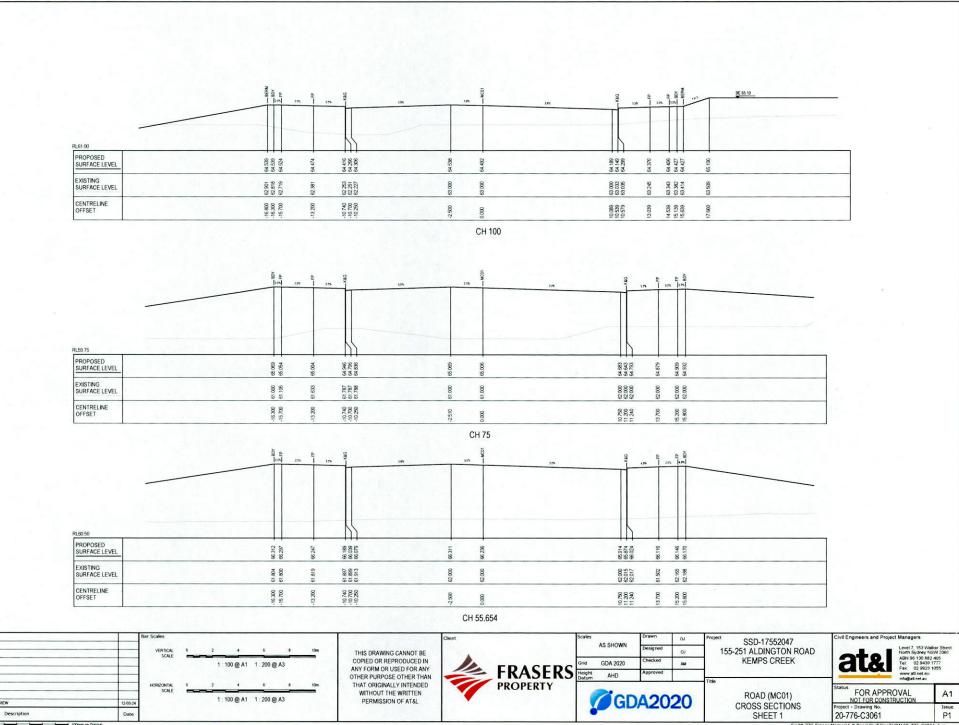
Level 7, 153 Walker Street North Sydney NSW 2060 ABN 96 130 882 405 Tet: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au info@atl.net.au

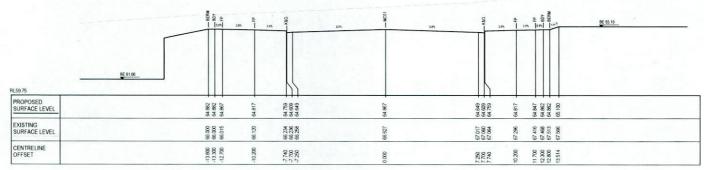
ROAD (MC01) LONGITUDINAL SECTION SHEET 2

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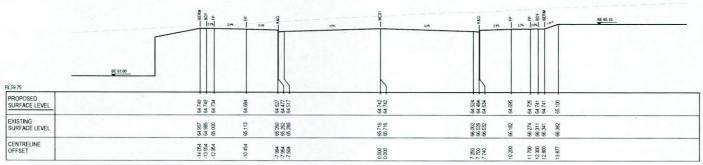
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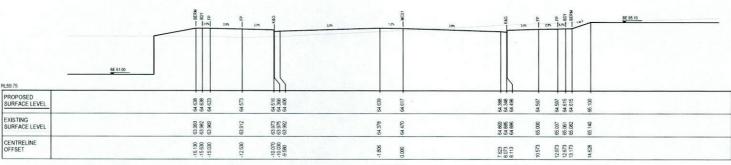




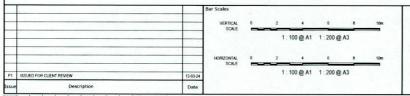
CH 175



CH 150



CH 125



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ROAD (MC01) CROSS SECTIONS SHEET 2

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155-251 ALDINGTON ROAD

KEMPS CREEK

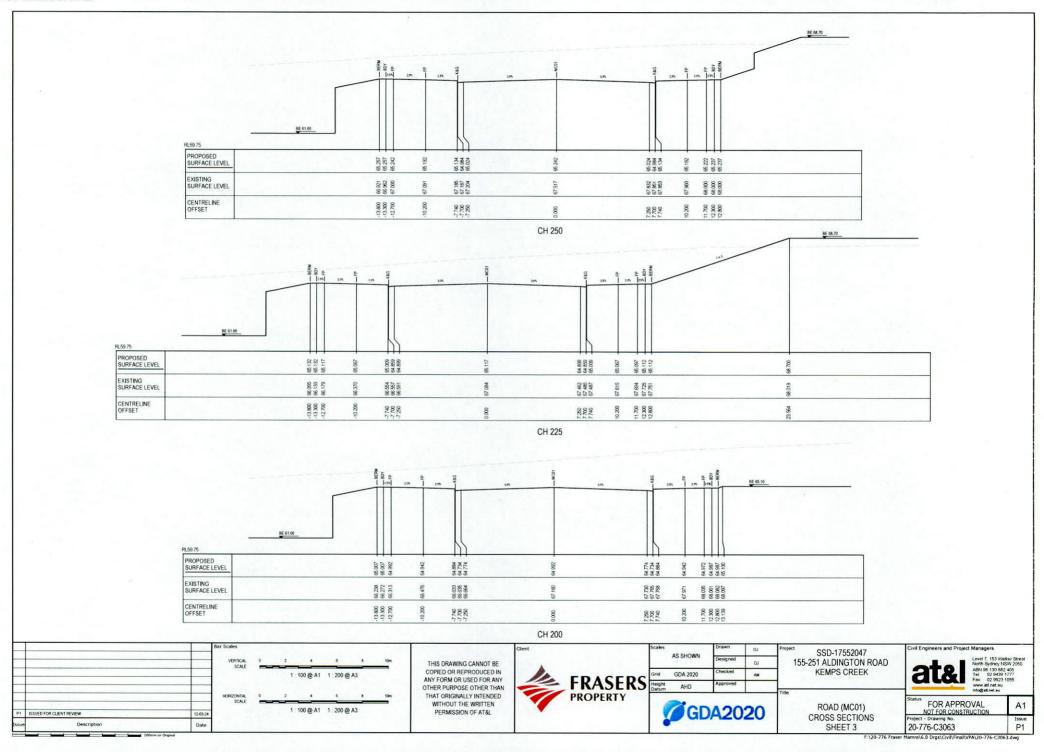
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Level 7, 153 Walker Street North Sydney NSW 2060 ABN 95 130 882 405 Tet: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au inlo@atl.net.au

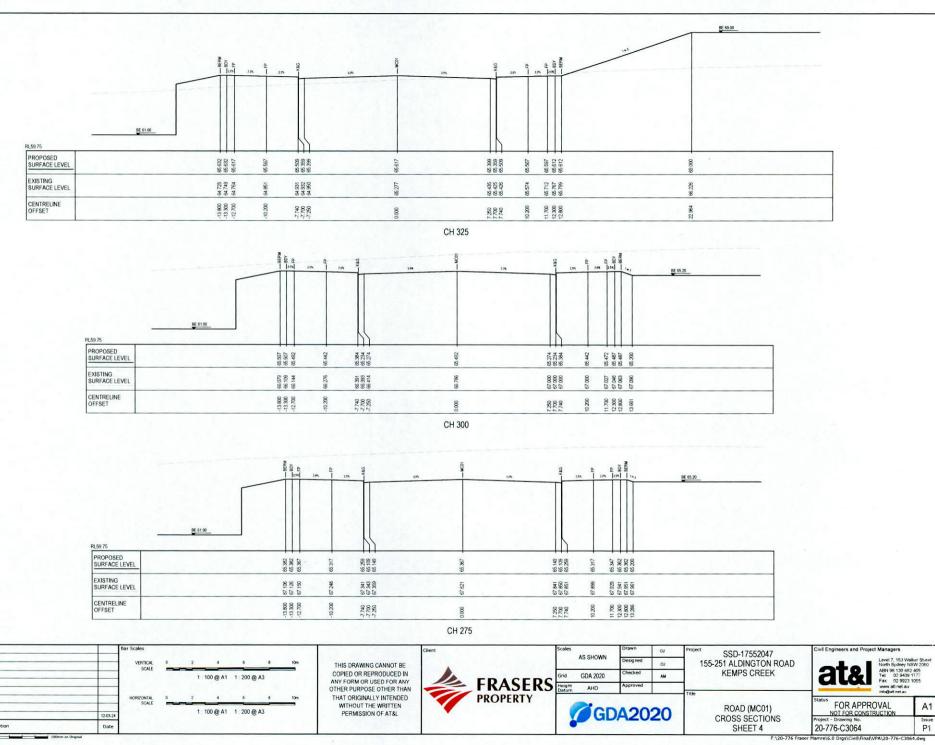
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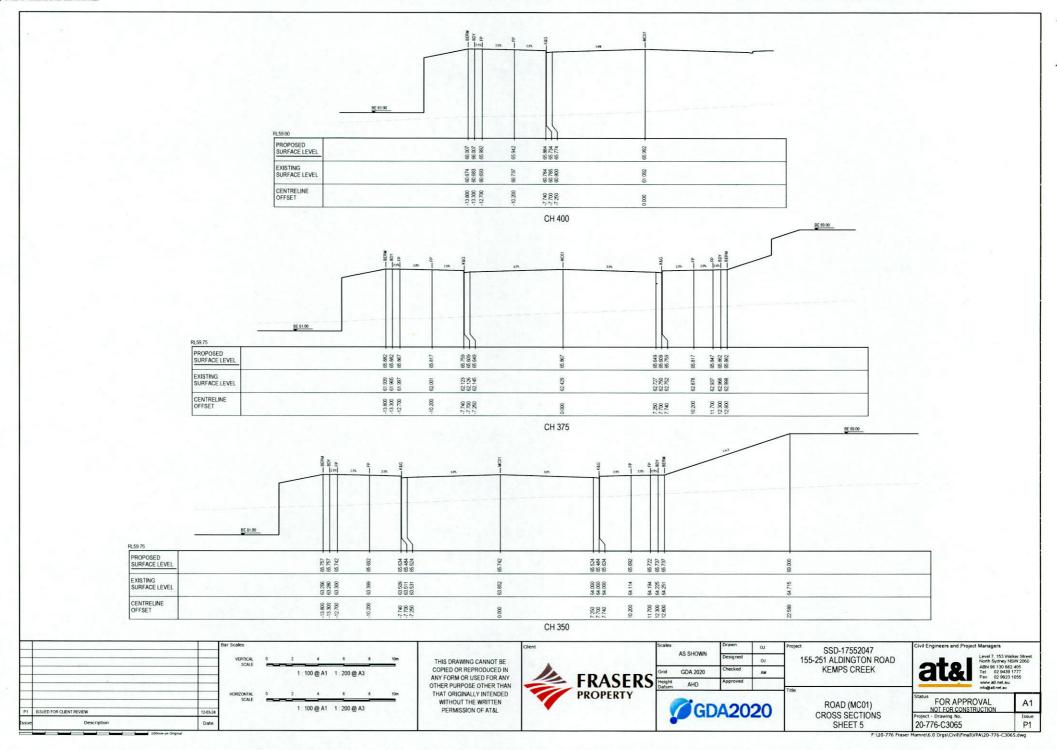
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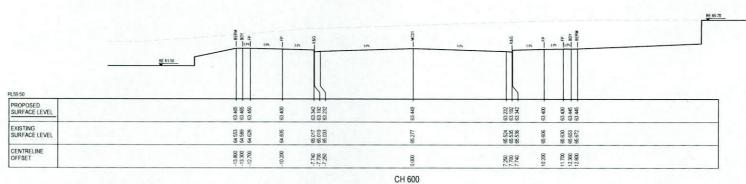
Project - Drawing No. Issue
20-776-C3062 P1

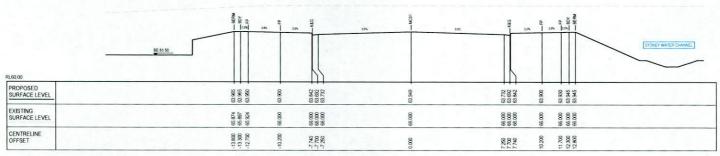


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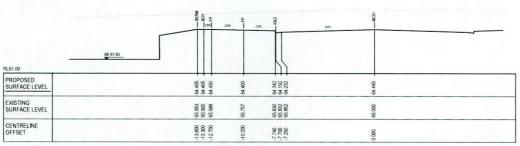








CH 575



CH 550

			Bar Scales				187		
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					1:	100 @ A1	1 : 200 @	A3	
			HORIZONTAL SCALE	0	2		6	8	10m
P1	ISSUED FOR CLIENT REVIEW	12-03-24			1:	100 @ A1	1 : 200 @	А3	
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ROAD (MC01) CROSS SECTIONS SHEET 6

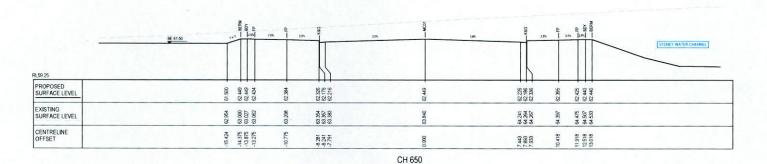
Civil Engineers and Project	Managers
atel	Level 7, 153 W North Sydney N ABN 96 130 88 Tel: 02 9439

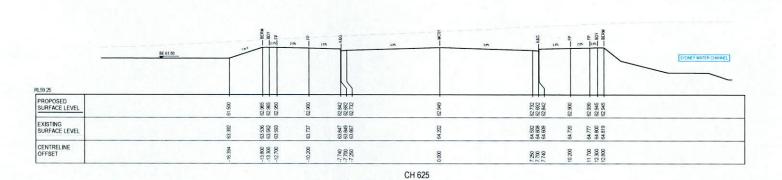
Level 7, 153 Walker Street
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VERTICAL SCALE 1:100 @ A1 1:200 @ A3 HORIZONTAL SCALE 1:100 @ A1 1:200 @ A3 P1 ISSUED FOR CLIENT REVIEW Description

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SSD-17552047 155-251 ALDINGTON ROAD KEMPS CREEK

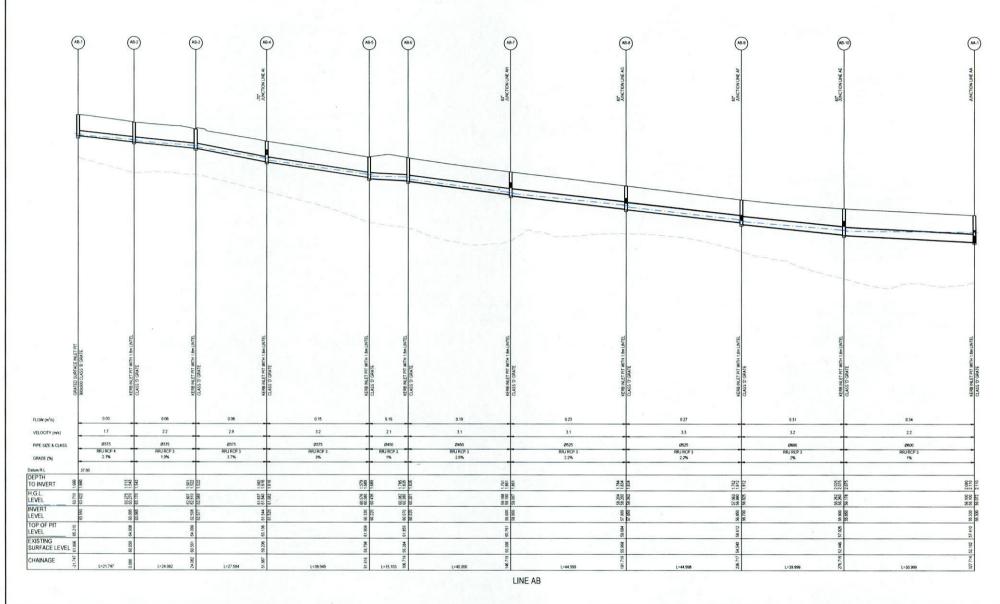
ROAD (MC01) CROSS SECTIONS SHEET 7

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

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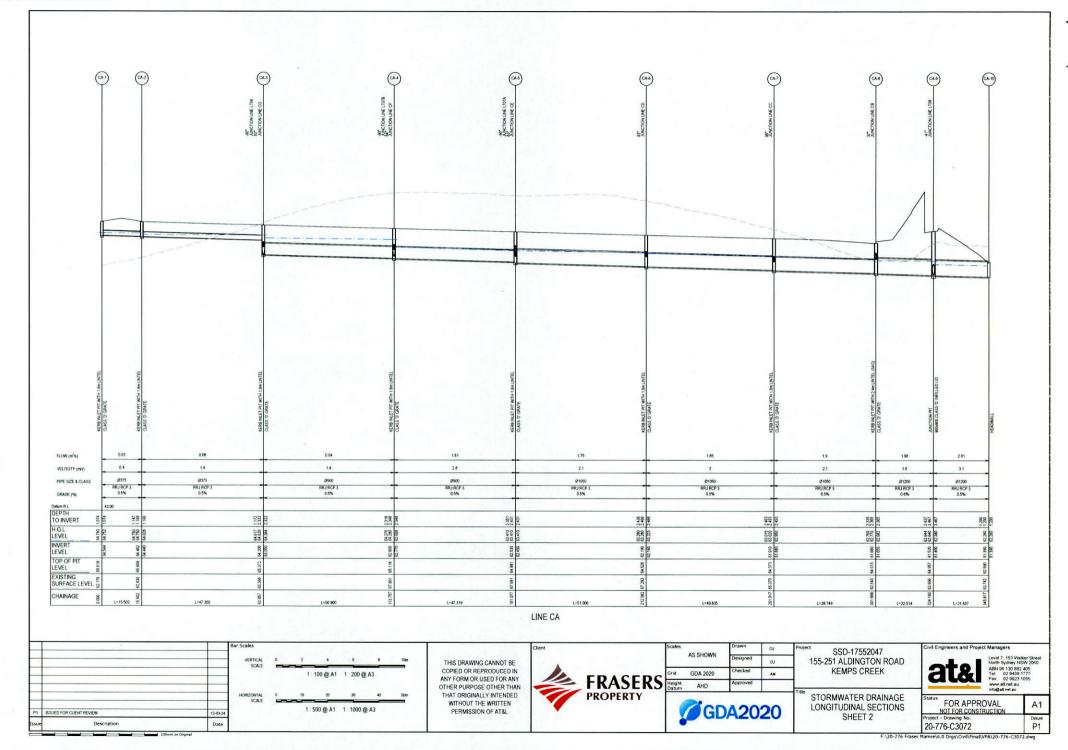
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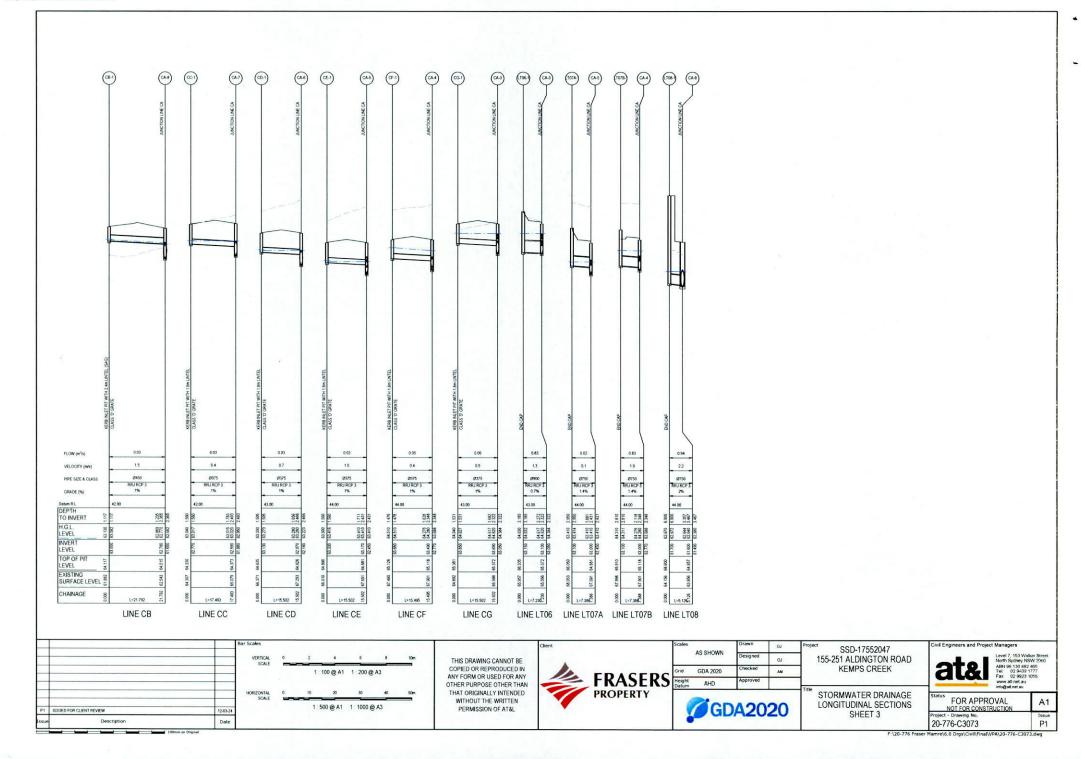
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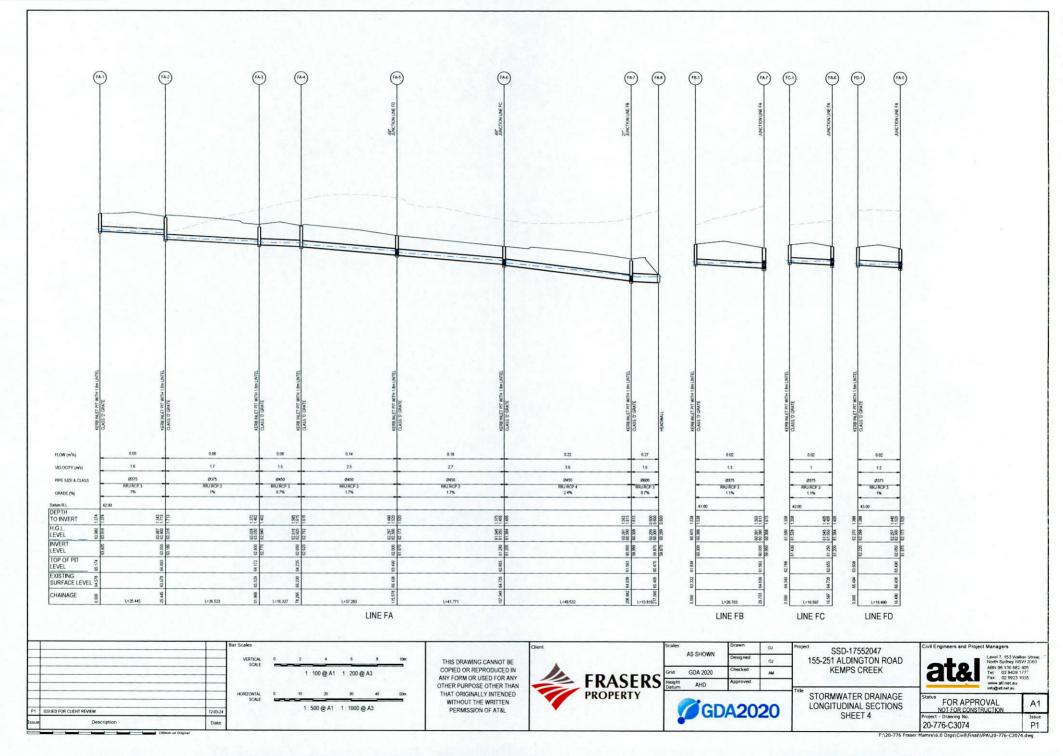
Civil Engineers and Proje	ect Managers
at&l	Level 7, 153 Walker St North Sydney NSW 20 ABN 96 130 882 405 Tel: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au info@atl.net.au

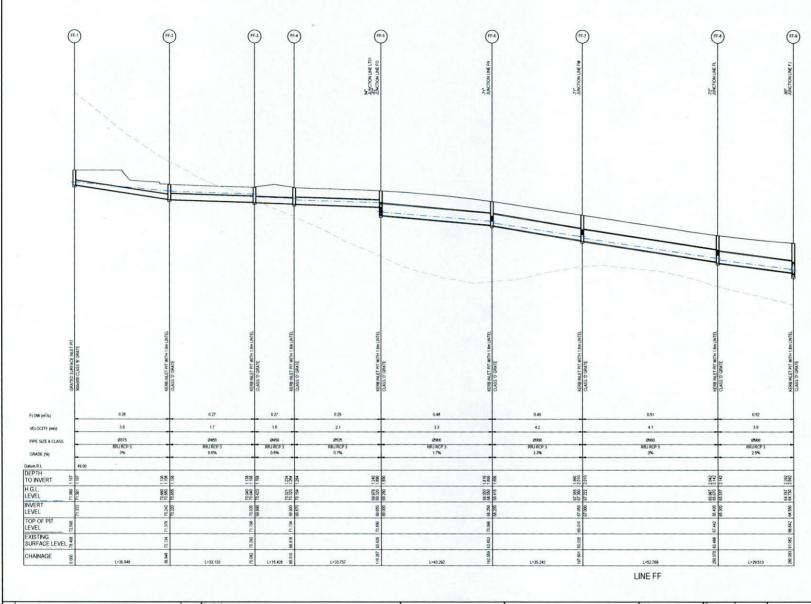
STORMWATER DRAINAGE LONGITUDINAL SECTIONS SHEET 1

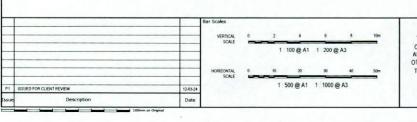
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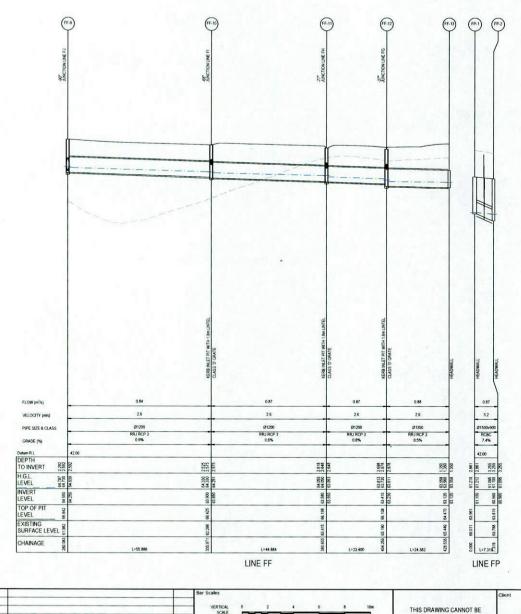
STORMWATER DRAINAGE LONGITUDINAL SECTIONS SHEET 5 attal Project Managers

attal Project Managers

Attal 7, 153, Valuer Street
North Sydney NSW 2000
Attal 09 130 882 498 1773
Tet 02 9439 1777
Fax: 02 9623 1055
www.stl.net au
infogar.net au
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Description



1:100@A1 1:200@A3

1:500 @ A1 1:1000 @ A3

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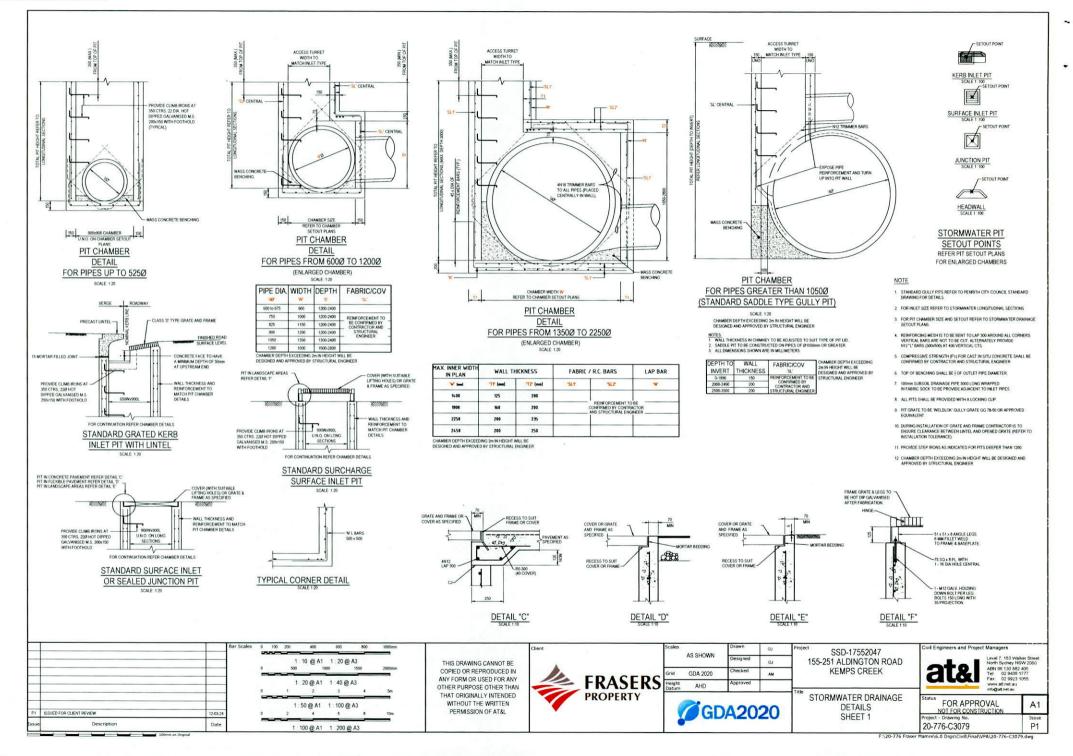
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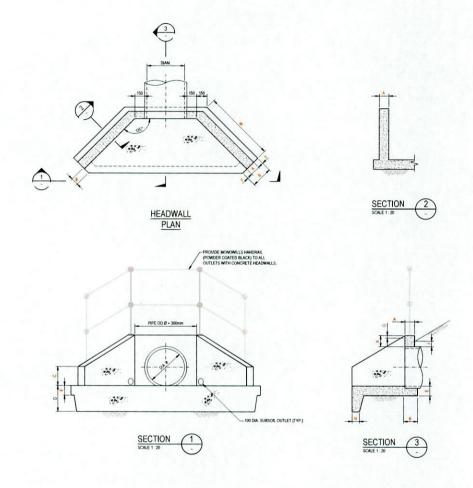
SSD-17552047 155-251 ALDINGTON ROAD KEMPS CREEK

STORMWATER DRAINAGE LONGITUDINAL SECTIONS SHEET 6

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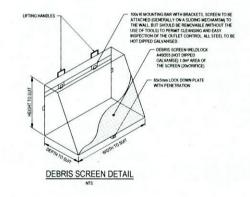




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PIPE DIAMETER	300	375	450	525	600	675	750	825	900	1050	1200	1350	1500	1650	18
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8	300	300	300	375	375	375	450	450	525	525	525	550	550	550	55
C	300	300	300	300	350	350	350	350	350	350	350	350	350	350	35
0	375	375	375	375	530	530	530	530	530	530	530	530	530	530	53
E	150	150	150	150	175	175	200	200	225	225	225	225	225	225	22
F	75	75	75	100	100	100	125	125	150	150	150	150	150	150	15
G	40	40	40	40	50	50	50	50	50	50	50	50	50	50	50
1	100	100	100	100	100	100	100	100	100	100	100	100	100	100	10
K	200	200	200	200	300	300	300	300	300	300	300	300	300	300	30
N	150	150	150	150	150	150	150	150	150	150	150	150	150	150	15
w	700	700	850	1000	1100	1300	1450	1600	1750	1950	2200	2500	2700	2800	290
W	1100	1200	1300	1400	1450	1500	1600	1650	1750	1900	2100	2250	2400	2500	260

NOTES

OwnPressive Strength (F4) FOR CAST UN-SITU CONCRETE TO BE A MINIMUM OF 20MPA T 28 DAYS.
25mm CHAMPER ON ALL EXPOSED SURFACES.
CONTRACTOR TO DESIGN AND PROVIDE STRUCTURAL CERTIFICATE FOR ALL PITS / END STRUCTURES.



			Bar Scales	0	500	1000	1500	2000mm	THIS DRAWING I COPIED OR REPP ANY FORM OR US
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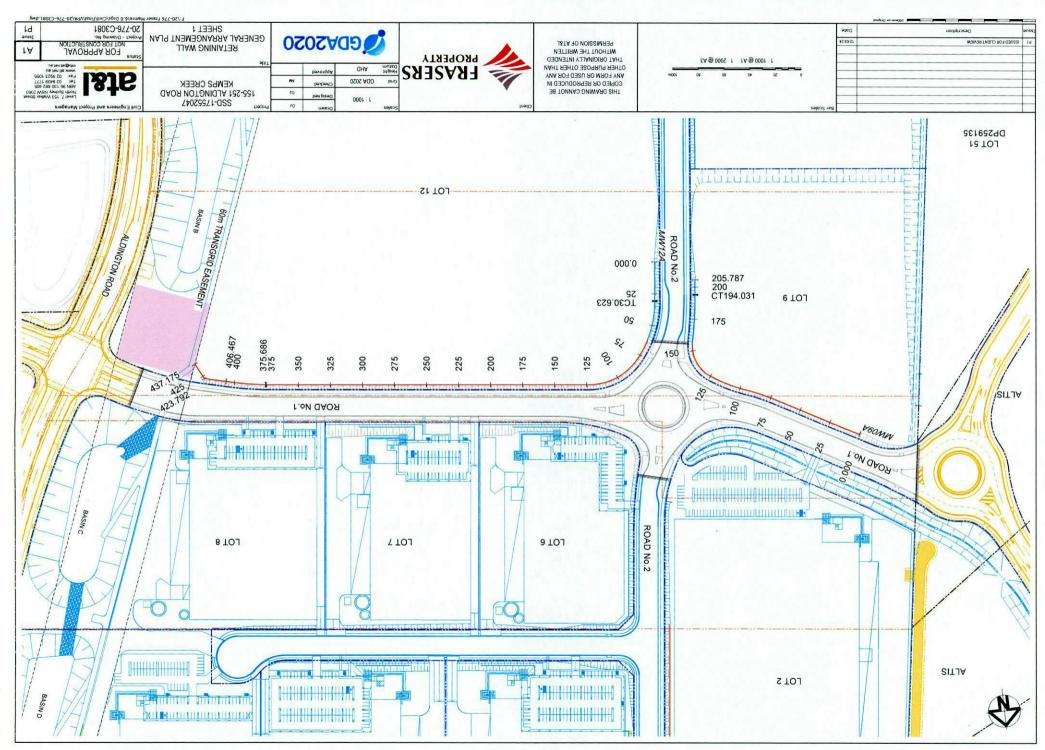
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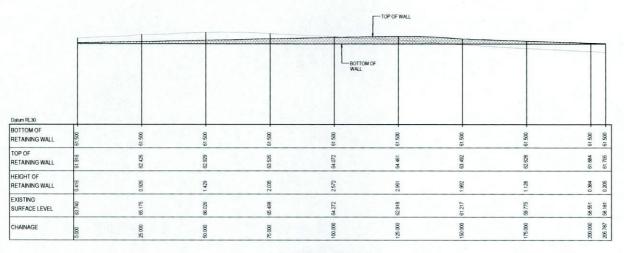
SSD-17552047 155-251 ALDINGTON ROAD KEMPS CREEK

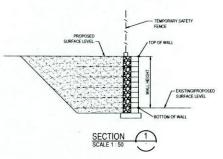
STORMWATER DRAINAGE DETAILS SHEET 2

Civil Engineers and Project	ct Managers
at&l	Level 7, 153 Walker: North Sydney NSW: ABN 95 130 852 405 Tel: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au

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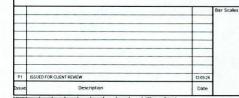


ALL FINISHED LEVELS ARE ±2000mm U.N.O

RETAINING WALL MW09A PROFILE SCALE 1:500 HORI. 1:500 VERT.

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	eres de la companya					BOTTO	DM OF							
iatum RL28 IOTTOM OF RETAINING WALL	8	8	8	8		8	8	8	8	8	8	8	8	
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RETAINING WALL MW12A PROFILE



1:50 @ A1 1:100 @ A3 1:500 @ A1 1:1000 @ A3

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Height Datum	AHD	Approved		
Datum		_		Title

SSD-17552047 155-251 ALDINGTON ROAD KEMPS CREEK

**PROFILES** 

SHEET 1

Civil Engineers and Project Managers

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A1

RETAINING WALL Project - Drawing No.

20-776-C3085

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RETAINING WALL MW12A PROFILE SCALE 1500 HORI. 1500 VERT.

ALL FINISHED LEVELS ARE ±2000mm U.N.O

			Bar Scales	0					
-				0	1	2	3	4	5m
					1:	50 @ A1	1:100@	A3	
				0	10	20	30	40	50m
					1:5	500 @ A1	1:1000 @	D A3	9
P1	ISSUED FOR CLIENT REVIEW	12-03-24							
ssue	Description	Date	17.0						

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		Designed	OJ	
Grid	GDA 2020	Checked	AM	7
Height Datum	AHD	Approved		٦.

SSD-17552047 155-251 ALDINGTON ROAD KEMPS CREEK

RETAINING WALL PROFILES

SHEET 2

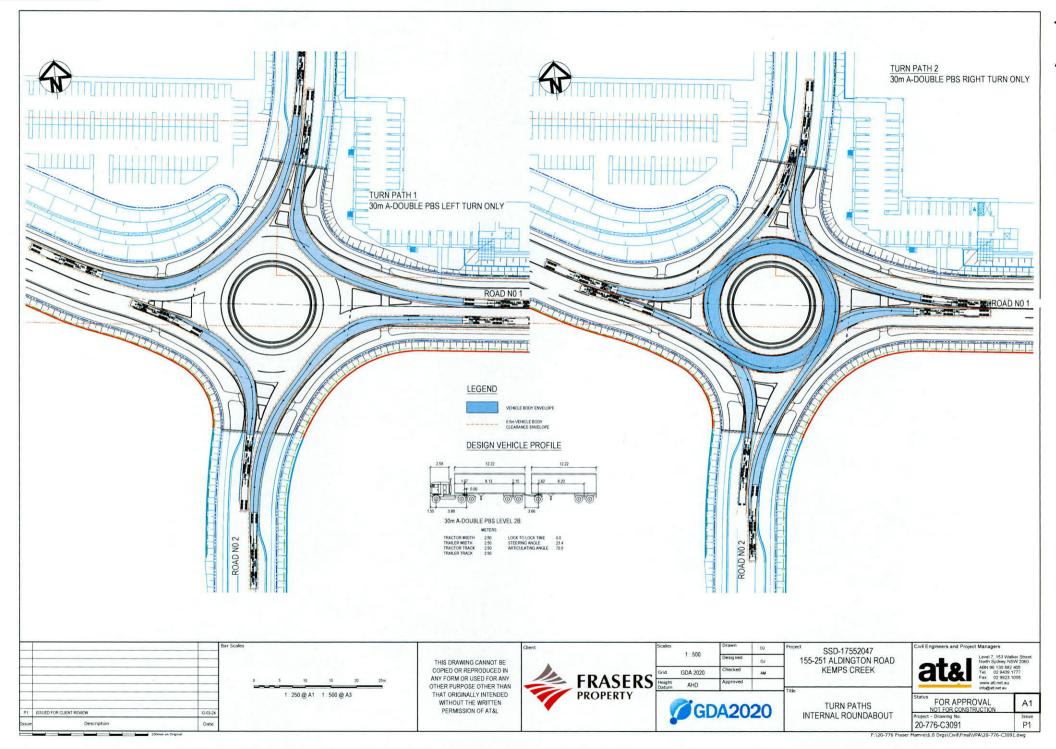
KEMPS CREEK

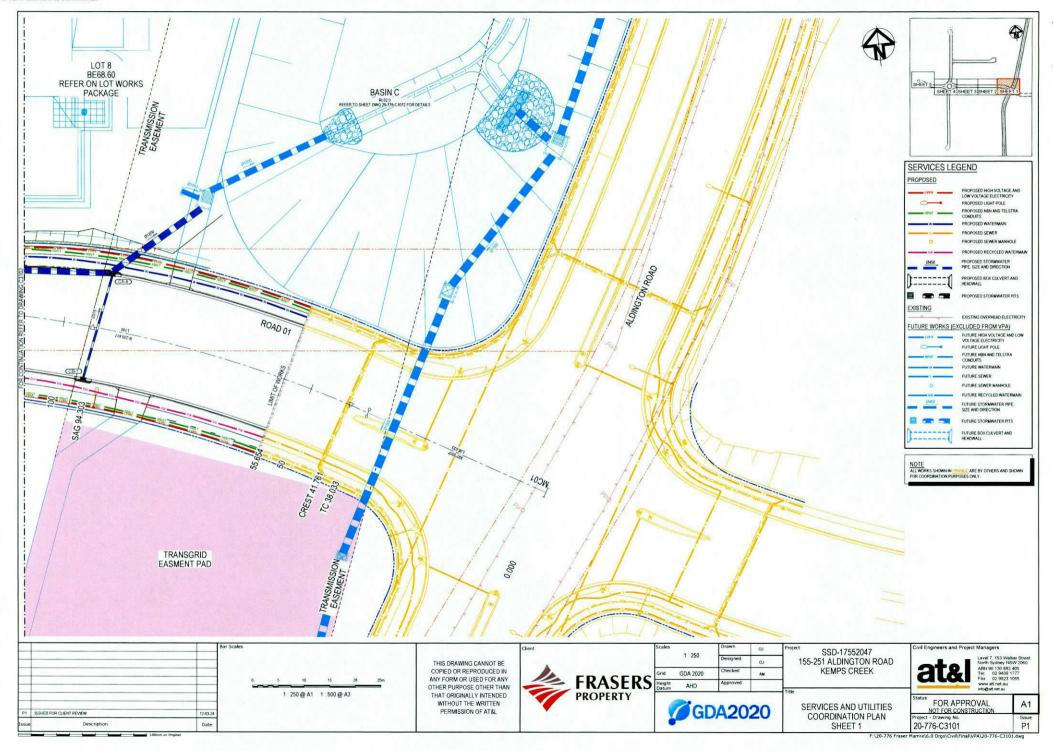
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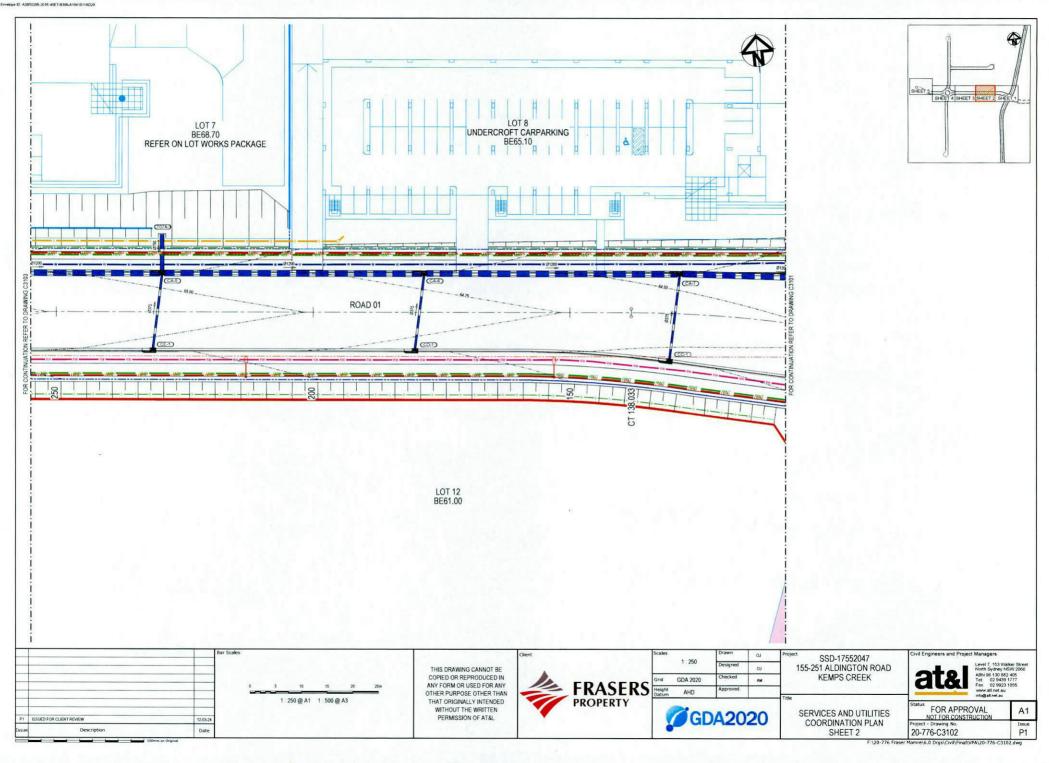
Level 7, 153 Walker Street North Sydney NSW 2050 ABN 96 130 882 405 Tel: 02 9439 1777 Fax: 02 9923 1055 www.atl.net.au info@atl.net.au

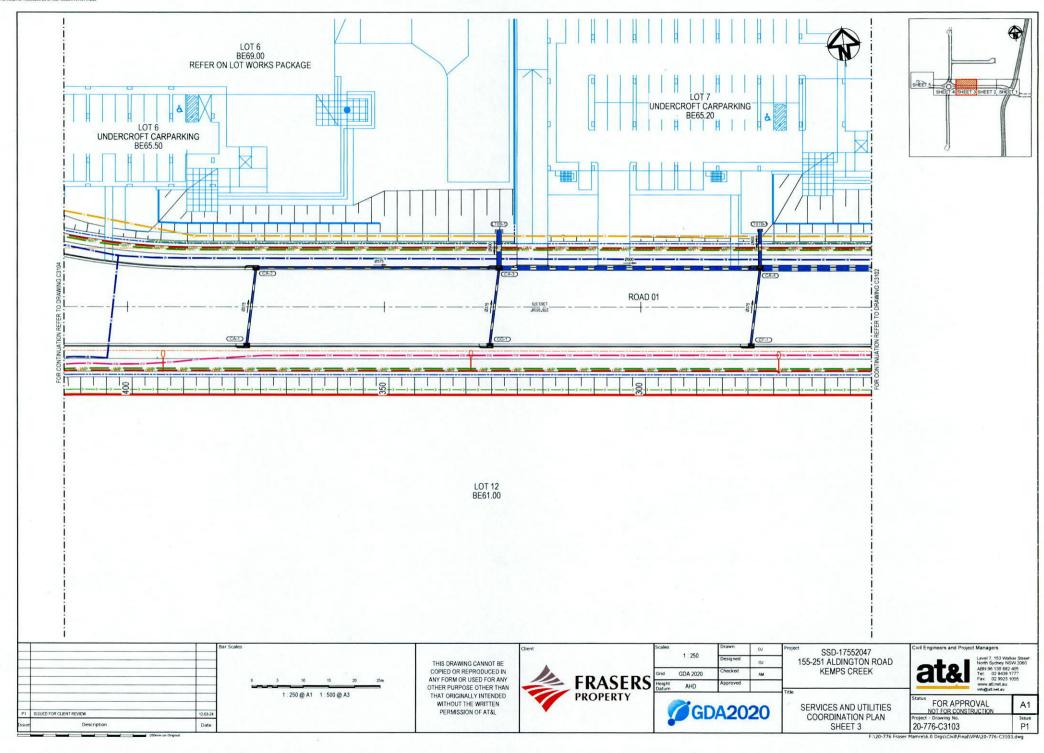
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20-776-C3086	P1

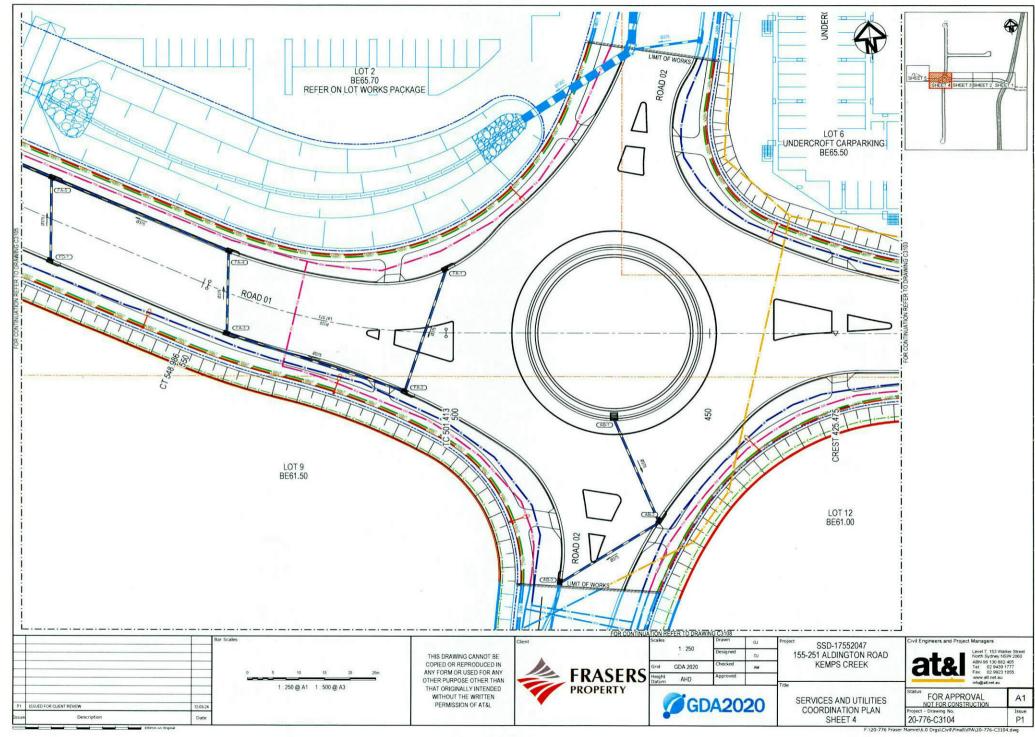
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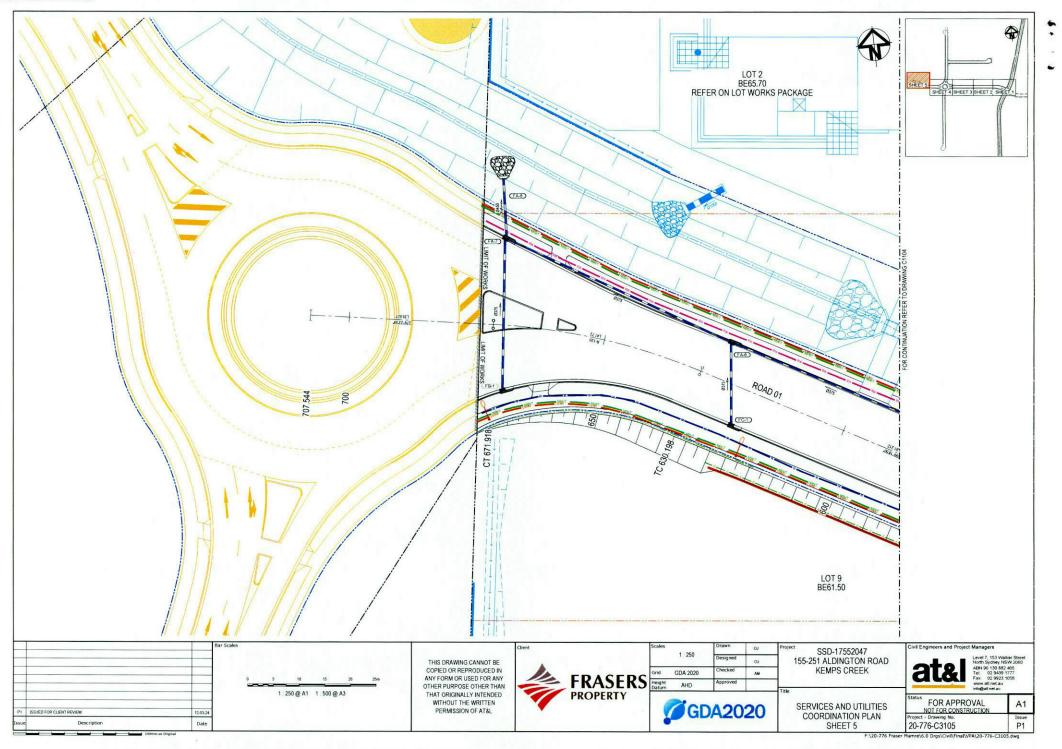


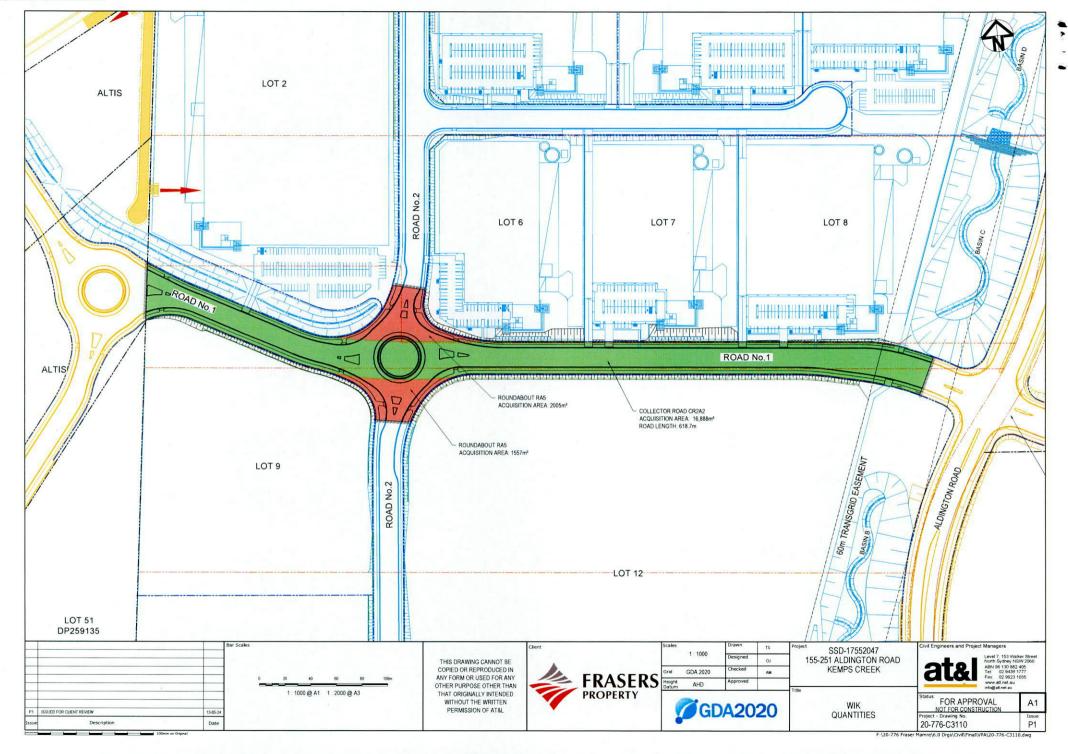












Annexure C

Plan showing Dedication Land

