

## Planning Agreement

The Council of the City of Ryde  
*ABN 81 621 292 610*

Shepherds Bay Holdings Pty Ltd  
*ACN 617 579 665*

Sasco Developments Pty Limited  
*ACN 096 524 195*

DocuSigned by:  
*John Sassine*  
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DocuSigned by:  
*Joseph Sassine*  
E49304778512478...

DocuSigned by:  
*Wayne Rylands*  
358C3A502EEA4C9...

DocuSigned by:  
*Paul Kapetas*  
3AFF330042A44BE...

### Newcastle

Level 7, Sparke Helmore Building, 28 Honeysuckle Drive, Newcastle NSW 2300  
PO Box 812, Newcastle NSW 2300

t: +61 2 4924 7200 | f: +61 2 4924 7299 | [www.sparke.com.au](http://www.sparke.com.au)

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# Agreement

**Date** 20/3/2023

## Parties

### First party

**Name** The Council of the City of Ryde (**Council**)  
**ABN** 81 621 292 610  
**Contact** The General Manager  
**Telephone** 02 9952 8222

### Second party

**Name** Sasco Developments Pty Limited (**Sasco**)  
**ACN** 096 524 195  
**Contact** Joe Sassine  
**Telephone** 0411 121 298

### Third party

**Name** Shepherds Bay Holdings Pty Ltd (**Landowner**)  
**ACN** 617 579 655  
**Contact** Sid Sassine  
**Telephone** 02 8221 0957

## Background

- A. As at the date of this agreement, the Landowner is the owner of the Land.
- B. On 12 June 2020, Sasco lodged Development Application LDA2020/199 for Development Consent to carry out the Development on the Land.
- C. The Developer has made an offer to enter into this agreement to make contributions for public purposes if Development Consent is granted to the Development.

## 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;

**Appeal** means an appeal (including an application for any kind of leave to appeal) in a Court of competent jurisdiction against the decision of a lower court;

**Appeal Notice** means:

- (a) in proceedings in the Court of Appeal:
  - (i) an application for leave to Appeal;
  - (ii) a Notice of Intention to Appeal; or
  - (iii) if a valid Notice of Intention to Appeal has been lodged, a Notice of Appeal;and
- (b) in proceedings in the High Court, an application for Special Leave to Appeal.

**Approval** means any approvals, consents, certificates, permits, endorsements, licences, conditions, permissions or requirements (and any modifications or variations to them) which may be required by Law or by any Authority for the commencement and carrying out of any works required under this agreement or the Development and includes a Development Consent or other approval under the Act;

**Authority** means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person, agency or entity and includes a certifier accredited under the *Building and Development Certifiers Act 2018* (NSW);

**Bank Bill Swap Rate** means the average bid rate for Bills having a tenor of 90 days or 3 months published by the ASX as the Bank Bill Swap Rate, or any replacement rate calculated and published by the ASX;

**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 at its absolute discretion,
- to pay an amount or amounts of money to the Council on demand and containing terms and conditions reasonably acceptable to the Council;

**Bills** means a bill of exchange as defined in the *Bills of Exchange Act 1909* (Cth), but does not include a cheque;

**Bond** means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking with all the following requirements. It must:

- (a) be signed and 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;
- (b) have at all times an investment grade security rating from an industry recognised rating agency of at least:

- (i) BBB+ (Standard & Poors and Fitch);
- (ii) Baa 1 (Moody's); or
- (iii) bbb (Bests);
- (c) be issued on behalf of the Developer;
- (d) have no expiry or end date;
- (e) have the beneficiary as Council;
- (f) be irrevocable;
- (g) state either individually, or in total with other lodged compliant forms of Security, the relevant minimum amount required to be lodged as security; and
- (h) state the purpose of the deposit required in accordance with this Planning Agreement;

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

**Certificate** means a Construction Certificate, Occupation Certificate, Subdivision Works Certificate or Subdivision Certificate;

**Claim** means any claim, loss, liability, damage, proceeding, order, judgment or expense;

**Compliance Certificate** means a compliance certificate as defined under section 6.4 of the Act;

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

**Construction Terms** means the terms set out in Schedule 4;

**Contribution Item** means an item listed in the Contributions Schedule;

**Contributions** means the dedication of land and provision of material public benefits required under this agreement, the nature and extent of which are set out in the Contributions Schedule;

**Contributions Plan** has the same meaning as under the Act;

**Contributions Schedule** means Schedule 2;

**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;

**Developer** means Sasco, and the Landowner, jointly and severally;

**Development** is described in the Reference Schedule;

**Development Application** has the same meaning as in the Act;

**Development Consent** has the same meaning as in the Act and includes any Development Consent as modified;

**Emergency** means an unforeseen set of circumstances that Council reasonably considers is likely to give rise to an immediate risk to life, property or public health or safety.

**Explanatory note** means the explanatory note relating to and publicly notified with this agreement, as required by clause 25E of the Regulation;

**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;

**Insolvent** means the occurrence of any of the following:

- (a) a party is liquidated, whether compulsorily or voluntarily (other than for the purpose of amalgamation or reconstruction whilst solvent);
- (b) a party becomes unable to pay its debts as they fall due;
- (c) a party enters into any arrangement with creditors;
- (d) a party becomes subject to external administration within the meaning of Chapter 5 of the *Corporations Act 2001* (Cth), including having a receiver or administrator appointed over all or any part of its assets; or
- (e) anything analogous (such as analogous bankruptcy processes) or having a substantially similar effect to the events specified in clauses (a) to (d) above occurs in relation to a party, including the court appointment of a receiver.

**Interest Rate** in relation to the interest payable on any payment due under this agreement means the rate which is the Bank Bill Swap Rate plus a margin of 2% per annum;

**Land** is described in the Reference Schedule;

**Law** means:

- (a) any law applicable including legislation, rules, ordinances, codes, regulations, proclamations or 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);

**Legal Challenge** means proceedings in a Court in which a declaration is sought that the Instrument Change or the Development Consent or an Approval for the Development is invalid, and includes, but is not limited to, any proceedings in which such a declaration is sought which are heard on remitter from another Court following an Appeal;

**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 of the Act, and includes an Occupation Certificate issued for part of a building;

**Reference Schedule** means Schedule 1;

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

**Regulation** means the *Environmental Planning and Assessment Regulation 2021*;

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

**Security** means a Bank Guarantee or Bond;

**Strata Plan** means a strata plan, a strata plan of subdivision or a strata plan of consolidation that is registered in accordance with the *Strata Schemes Development Act 2015*;

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

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

**Suspension Expiry Date** means the date on which the Suspension Period ends;

**Suspension Period** means the period of time from and including the date on which a document initiating a Legal Challenge has been served on Council and the Developer and ending on:

- (a) subject to paragraphs (b) and (c), the date on which:
  - (i) the Legal Challenge is discontinued;
  - (ii) final orders (apart from any orders as to costs) are made in the Legal Challenge; or
  - (iii) for any other reason, the Legal Challenge no longer includes an application for a declaration that the Instrument Change, Development Consent or Approval for the Development is invalid;

whichever is earlier;

- (b) subject to paragraph (c), if an Appeal Notice is filed and served in connection with final orders in the Legal Challenge or an Appeal from the Legal Challenge (apart from any orders as to costs), the date on which:
  - (i) the Appeal is discontinued;
  - (ii) final orders (apart from any orders as to costs) are made in the Appeal; or
  - (iii) for any other reason, the Appeal no longer includes an appeal in respect of a Court decision regarding the validity of the Instrument Change, Development Consent or Approval,

whichever is earlier, unless the orders in the Appeal require the Legal Challenge to be remitted to another Court in relation to the validity of the Instrument Change, Development Consent or Approval for the Development, in which case paragraph (a) re-applies; or

- (c) the date which is 15 Business Days after the date on which the period of time allowed for filing an Appeal Notice described in paragraph (b) has expired, if no valid Appeal Notice has been filed and served by that first-mentioned date; and

**Works** means all works, including all design, engineering, survey, environmental assessment and construction works, required to deliver any Contribution required under this agreement consisting of the provision of a material public benefit.

## 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, CEO or managing director)** the president, CEO or managing director of a body or Authority means any person acting in that capacity;
- (g) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (h) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (i) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (j) **(singular)** the singular includes the plural and vice-versa;
- (k) **(gender)** words importing one gender include all other genders;
- (l) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (m) **(rules of construction)** neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (n) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;

- (o) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in , 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 Planning Agreement under the Act

- (a) The parties agree that this agreement is a planning agreement within the meaning of section 7.4 of the Act.
- (b) Schedule 6 of this agreement summarises the requirements for planning agreements under section 7.4 of the Act and the way this agreement addresses those requirements.

### 4 Application of this agreement

This agreement applies to:

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

### 5 Operation of this agreement

- (a) This agreement commences on and from the date it is executed by all parties.
- (b) The obligations to dedicate Land and undertake the Works under this agreement cease to operate in circumstances where:
  - (i) Development Consent DA2020/0199 lapses and the Council confirms in writing that it agrees the Development Consent has lapsed; or
  - (ii) there is a declaration by the Land and Environment Court that Development Consent DA2020/0199 has lapsed; or
  - (iii) Council accepts the surrender of Development Consent DA2020/0199 in accordance with the Regulation prior to any works which require the issue of a Construction Certificate having been undertaken on the Land.

## 6 Contributions to be made under this agreement

- (a) The Developer must deliver the Contributions to Council at the time and in the manner set out in the Contributions Schedule.
- (b) The parties acknowledge and agree that the Contributions serve the public purposes set out in the Contributions Schedule.
- (c) The Developer undertakes to deliver the Contributions in accordance with this agreement entirely at its own risk despite any variation over time to the value or cost of the Contributions, and the Developer is not relieved from the performance of its obligations under this agreement notwithstanding that the actual cost of carrying out the Works or the value of the Dedication Land may be different at the time of delivery to the cost or value anticipated at the date of this agreement.

## 7 Application of s 7.11, s 7.12 and s 7.24 of the Act

- (a) This agreement does not exclude the application of sections 7.11, 7.12 and 7.24 of the Act to the Development.
- (b) Contributions made under this agreement are to be taken into account when determining any development contribution under section 7.11 of the Act, in the value of \$1,872,048.00.

## 8 Registration of this agreement

### 8.1 *Interest*

The Landowner represents and warrants to the Council that on the date of this agreement it is the registered proprietor of the Land.

### 8.2 *Registration of this agreement*

- (a) The Developer agrees to promptly do all things that are necessary to procure the registration of this agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the Register of the Land in accordance with section 7.6 of the Act.
- (b) The Developer at its own expense will, promptly after the execution of this agreement, take all practical steps, and otherwise do anything that the Council reasonably requires to procure:
  - (i) the consent of each person who:
    - (A) has an estate or interest in the Land registered under the *Real Property Act 1900* (NSW); or
    - (B) is seized or possessed of an estate or interest in the Land,
  - (ii) the execution of any documents; and
  - (iii) the production of the relevant duplicate certificates of title or electronic equivalents,to enable the registration of this agreement in accordance with clause 8.2.



- (c) The Landowner consents to the registration of the agreement in accordance with this clause 8.2.
- (d) The Developer, at its own expense, will take all practical steps, and otherwise do anything that the Council reasonably requires:
  - (i) to procure the lodgement of this agreement with the Registrar-General as soon as reasonably practicable after this agreement comes into operation, but in any event, no later than 10 Business Days after that date; and
  - (ii) to procure the registration of this agreement by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this agreement is lodged for registration.

### **8.3 Removal from Register**

- (a) Once Council is satisfied the Developer has fully complied with all of its obligations under this agreement or any of the circumstances described in 5(b) occur, Council must within 20 Business Days of being requested to do so by the Developer:
  - (i) provide a full release and discharge of this agreement with respect to the whole of the Land and documentation required to remove the notation of this agreement on title to the Land; and
  - (ii) should the Council not already have done so, sign such documentation as is necessary to remove any caveat lodged by Council in relation to the Land pursuant to clause 8.4 of this agreement.
- (b) Despite clause 8.3(a), from time to time, the Developer may request a release and discharge of this Deed so that the Developer may remove the notation of this Deed from the Register for a part of the Land, and Council must provide a release and discharge within 20 Business Days, provided that:
  - (i) all obligations under clause 6 of this agreement have been met for the relevant part of the Land;
  - (ii) the Developer has provided Council with all Security required in accordance with clause 11.2 and any defects liability security required under the Construction Terms; and
  - (iii) the Developer is not otherwise in default of any of its obligations under this agreement, as determined by Council (acting reasonably) at the time of the Developer's request.
- (c) For the avoidance of doubt, a release under clause 8.3(b) does not operate as a release from any outstanding obligation under this agreement and is intended only to allow removal of the notation of this agreement from the Register for the relevant part of the Land.

### **8.4 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 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;

- (ii) Council may lodge a caveat restricting transfer of the Land to protect its rights under this agreement and the Landowner 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) Subject to clause 8.4(c), the Council will promptly, following registration of this agreement in accordance with clause 8.2, do all things reasonably necessary to remove the caveat from the title to the Land, including providing the Developer with any release required or executing forms to give effect to the removal of the caveat provided to it by the Developer, at the Developer's cost.
- (c) The Landowner acknowledges and agrees that it will not object to Council lodging a caveat in relation to the obligations set out in this agreement in the relevant folios of any land to be dedicated to Council under this agreement, once a plan of subdivision has been registered creating the relevant lot to be dedicated, nor will it seek to remove any such caveat lodged by Council.
- (d) The Landowner must notify Council within 10 Business Days of the registration of any plan of subdivision or Strata Plan that creates any lot, strata lot or stratum lot to be dedicated to Council under this agreement.

## 9 Review of this agreement

- (a) This agreement may be reviewed or modified. Any review or modification of this agreement will be conducted in the circumstances and in the manner determined by the parties.
- (b) No modification or review of this agreement will be of any force or effect unless it is in writing, exhibited in accordance with the Regulation and signed by the parties to this agreement.
- (c) 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.

## 10 Dispute Resolution

### 10.1 Reference to Dispute

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

### 10.2 Notice of Dispute

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

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

### 10.3 *Representatives of Parties to Meet*

- (a) The representatives of the parties must promptly (and in any event within 15 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:
  - (i) resolve the dispute during the course of that meeting,
  - (ii) agree that further material or expert determination in accordance with clause 10.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
  - (iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

### 10.4 *Further Notice if Not Settled*

If the dispute is not resolved within 15 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Determination Notice**) by mediation under clause 10.5 or by expert determination under clause 10.6.

### 10.5 *Mediation*

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

- (a) The parties must agree to the terms of reference of the mediation within 10 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 10 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) The mediator appointed pursuant to this clause 10.5 must:
  - (i) have reasonable qualifications and practical experience in the area of the dispute; and
  - (ii) have no interest or duty which conflicts or may conflict with his or her function as a mediator he or she being required to fully disclose any such interest or duty before his or her appointment;
- (d) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) The parties must within 10 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of Council is required to appoint a representative, Council must advise of the representative within 5 Business Days of the resolution);

- (f) The parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (g) In relation to costs and expenses:
  - (i) each party will bear its own professional and expert costs incurred in connection with the mediation; and
  - (ii) the costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

#### 10.6 *Expert determination*

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

- (a) the dispute must be determined by an independent expert in the relevant field:
  - (i) agreed upon and appointed jointly by the parties; and
  - (ii) in the event that no agreement is reached or no appointment is made within 10 Business Days of the agreement to refer the dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;
- (b) the expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) the determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) the expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (f) any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:
  - (i) within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
  - (ii) the determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

#### 10.7 *Litigation*

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

## 10.8 *No suspension of contractual obligations*

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

## 11 Enforcement

### 11.1 *Default*

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this agreement, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time (**Rectification Period**), not being less than 10 Business Days, except in the case of an Emergency.
- (b) In determining the Rectification Period, 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, except in the case of an Emergency, refer the dispute to dispute resolution under clause 10 of this agreement within 10 Business Days of receipt of the Default Notice.
- (d) If Council receives a Dispute Notice within the relevant time period of 10 Business Days, it cannot call on any Security or bond under clause 11.1(e) until such time as the dispute settlement mechanism has been carried out to completion and determined in favour of Council, subject to clause 11.2(c)(i) and except in circumstances of an Emergency.
- (e) Subject to clause 11.1(d), if the Developer fails to comply with a Default Notice within the Rectification Period

Council may perform the obligations the Developer has failed to fulfil in accordance with the Default Notice and do anything which the Developer should have done under this agreement in relation to the Developer's obligations the subject of the Default Notice, and may recover the cost of taking such action from the Developer, including by calling on any Security provided to Council under clause 11.2.

- (f) Without limiting clause 11.1(d), the Developer agrees that Council, its employees, agents and contractors, may when exercising its rights under that clause, enter onto the Land and do whatever is necessary to remedy the default, acting reasonably, subject to compliance with the reasonable directions of the Developer relating to work, health and safety and compliance with all Laws.
- (g) The Developer indemnifies and will keep the Council indemnified from and against all Claims and Damages reasonably incurred by Council or which Council may become liable in the exercise of the rights of the Council under this clause 11.1, except to the extent that such Claim or Damage is caused by Council's negligent act or omission or default, and Council may call on any Security provided to it under clause 11.2 to satisfy any Claim under this clause.

## 11.2 Security

- (a) The Developer must provide to Council Security for the delivery of the Contributions as specified in the Contributions Schedule.
- (b) Council may reject any Security provided by the Developer that is expressed as expiring on a certain date, in which case the Developer will be taken not to have satisfied its obligation to provide the Security under this agreement.
- (c) The Council may call on a Security provided under this clause if:
  - (i) the Developer has been issued with a Default Notice under clause 11.1, failed to rectify the default in accordance with that notice and, except in circumstances where Council reasonably considers that rectification is required urgently or in the case of an Emergency, if a Notice of Dispute has been issued under clause 11.1(c) after any dispute resolution has been completed; or
  - (ii) the Developer becomes Insolvent.
- (d) Within 20 Business Days of each anniversary of a Security provided under clause (a), the Developer must provide Council with one or more replacement Securities in an amount calculated in accordance with the following:

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

Where:

A is the amount of the replacement Security,

B is the amount of the Security to be replaced,

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

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

provided A is greater than B.

- (e) On receipt of a replacement Security provided under clause 11.2(d), the Council must release and return to the Developer, as directed, the Security that has been replaced as soon as reasonably practicable, and in any case within 10 Business Days.
- (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, and in any case within 10 Business Days.
- (g) Subject to this clause and the provisions of this agreement, the Council may apply the proceeds of a Security in satisfaction of:
  - (i) any obligation of the Developer under this agreement to which the Security applies, 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:
  - (i) the Developer has delivered the Contribution Item to which the Security applies to the Council's satisfaction; and
  - (ii) where Works are involved, the Developer has provided a Security under clause 9.13 of the Construction Terms for that item of Works.
- (i) For the avoidance of doubt, the Developer may direct Council in writing to continue to hold a Security provided under this clause 11.2 in satisfaction of the requirement to submit a Security under clause 9.13 of the Construction Terms.
- (j) The provision of a Security under this clause does not relieve the Developer from any of its obligations under this agreement.
- (k) Nothing in this clause 11.2 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.

### 11.3 *Compulsory Acquisition*

- (a) If the Landowner does not transfer or grant to Council the interests in land as required by this agreement (including dedication or transfer of any part of the Land and registration of any public access easement over part of the Land), the Council may compulsorily acquire the relevant interest in the 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* and may call upon any applicable Security provided under clause 11.2 to cover any costs, including legal costs, incurred by the Council on acquisition of the land.
- (b) If Council compulsorily acquires the relevant interests land, clause 11.3(a) constitutes an agreement for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991*.
- (c) Except as otherwise agreed between the Landowner and Council, the Landowner must ensure any land or interest to be acquired by Council is freed and discharged from all Encumbrances (other than Permitted Encumbrances) and affectations (including any charge or liability for rates, taxes, strata levies and charges), on the date of acquisition.
- (d) The Landowner indemnifies and keeps indemnified the Council against all Claims made against the Council by any person who has, or had prior to acquisition an interest (as defined in under s4(1) of the *Land Acquisition (Just Terms Compensation) Act 1991*) in the whole or any part of the relevant land acquired by the Council under clause 11.3(a).

- (e) The Landowner must pay the Council, within a reasonable time period specified by Council in writing, an amount equivalent to all reasonable costs, including legal costs, incurred by the Council acquiring the whole or any part of the relevant land or any interest in land under clause 11.3(a) that are not or cannot be recovered by calling on a Security.

#### **11.4 *Restriction on the issue of Certificates***

- (a) If the Contributions Schedule specifies that:

- (i) a Contribution Item; or
- (ii) a Security

must be delivered prior to the issue of a Certificate, in accordance with provisions of the Act and Regulation (Development Certification), the relevant Certificate must not be issued unless that Contribution Item or Security has been delivered.

- (b) If:

- (i) a Default Notice has been issued by Council under clause 11.1; and
- (ii) the Developer has failed to rectify the default; and
- (iii) if a Notice of Dispute under clause 11.1(c) has been issued, such default has not been resolved through the dispute resolution mechanisms set out in this agreement,

a Certificate must not be issued for any part of the Development until the default has been rectified in accordance with the obligations set out in this agreement or any dispute about the Default Notice has been finally resolved.

#### **11.5 *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:
  - (i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this agreement relates; and
  - (ii) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this agreement or any matter to which this agreement relates.

#### **11.6 *Overdue Payments***

- (a) The Developer agrees to pay interest to Council on any amount payable by it under this agreement from when the amount becomes due for payment, during the period it remains unpaid, on demand or at times determined by Council, calculated on daily balances and applying the Interest Rate.
- (b) Interest which is not paid when due for payment may be capitalised by Council at intervals which Council determines from time to time or, if no determination is made, then on the first day of each month.
- (c) Interest is payable on capitalised interest at the rate and in the manner referred to in this clause 11.6.



- (d) If a liability under this agreement becomes merged in a judgment or order, then the Developer agrees to pay interest to Council on the amount of that liability as an independent obligation.
- (e) Interest payable under clause 11.6(d) accrues from the date the liability becomes due for payment both before and after the judgment or order until it is paid, at a rate that is the higher of the rate payable under the judgment or order and the Interest Rate.
- (f) For the avoidance of doubt, if a liability under this agreement becomes merged in a judgment or order then the Developer will only be required to pay either interest payable under the judgment or order or interest calculated in accordance with this clause 11.6, but not both.

## 12 Assignment and Dealings

### 12.1 Assignment

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

### 12.2 Transfer of Land

- (a) The Landowner may not transfer, assign or dispose of the whole or any part of its right, title or interest 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:
  - (i) the Landowner satisfies the Council that the proposed Transferee is financially capable of complying with the Developer's obligations under this agreement;
  - (ii) the Landowner 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 under this agreement and to be bound by the terms and condition of this agreement as if the Transferee had executed this agreement;
  - (iv) the Transferee provides to the satisfaction of Council any Security required under clause 11.2 or under the Construction Terms to secure the outstanding obligations under this agreement;
  - (v) the Transferee provides to the satisfaction of Council copies of insurances or other documents required under this agreement for the carrying out of any Works;

- (vi) 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
- (vii) the Landowner and the Transferee pay the Council's reasonable costs in relation to the assignment.

## 13 Approvals and consents

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

## 14 No fetter

### 14.1 *Discretion*

This agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including, but not limited to, any statutory power or discretion of the Council relating to a Development Application, Planning Proposal or any other application for Approval (all referred to in this agreement as a "**Discretion**").

### 14.2 *No fetter*

- (a) Nothing in this agreement is to be construed as requiring an Authority to do anything that would cause it to be in breach of any of its obligations at Law.
- (b) Nothing in this Deed is to be construed as limiting or fettering in any way the exercise of Discretion.
- (c) Nothing in this Deed imposes any obligation on an Authority to grant any Development Consent or exercise any function or power under the Act in relation to a change, or a proposed change to an environmental planning instrument.
- (d) 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:
  - (i) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied,
  - (ii) 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
  - (iii) 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.

## 15 Notices

### 15.1 *Notices*

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

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

- (b) must be addressed and delivered to the intended recipient by hand, by prepaid post or by email at the address specified in the Reference Schedule, or at the address last notified by the intended recipient to the sender after the date of this agreement;
- (c) is taken to be given or made:
  - (i) in the case of hand delivery, when delivered;
  - (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
  - (iii) in the case of email when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address or when the Notice is first opened or read by the recipient, whichever occurs first.
- (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.

## 15.2 *Change of address*

If a party gives another party 3 Business Days' notice of a change of its address or email address, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or emailed to the latest address or email address.

# 16 General

## 16.1 *Relationship between parties*

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

## 16.2 *Schedules and Annexures*

The parties agree that all the Schedules and Annexures form part of this agreement and to agree to comply with the provisions of those Schedules and Annexures.

## 16.3 *Time for doing acts*

- (a) If the time for doing any act or thing required to be done or a notice period specified in this agreement expires on a day other than a Business Day, the time

for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5.00 pm on the specified day, it is taken to have been done on the following Business Day.

#### **16.4 Further assurances**

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

#### **16.5 Variation**

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

#### **16.6 Counterparts**

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

#### **16.7 Legal expenses, fees and taxes**

- (a) Each party is to pay their own costs and disbursements in connection with the drafting, negotiation, preparation, execution, carrying into effect, and registration of this agreement.
- (b) The Developer must pay or reimburse Council on demand for taxes and fees (including without limitation registration fees, fines and penalties in respect of fees which may be payable or determined to be payable in connection with this agreement or a payment or receipt or any transaction contemplated by this agreement.

#### **16.8 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.

#### **16.9 Representations and warranties**

- (a) Each party individually represents and warrants that:
  - (i) it has power to enter into this agreement and comply with its obligations under this agreement;
  - (ii) this agreement does not contravene its constituent documents (if any) or any law or obligations by which it is bound or to which any of its assets are subject, or cause a limitation on its powers or the powers of its officers to be exceeded;
  - (iii) it has in full force and effect the authorisations necessary for it to enter into this agreement, to comply with its obligations and to exercise its rights under this agreement and to allow this agreement to be enforced;
  - (iv) its obligations under this agreement are valid and binding and are enforceable against it in accordance with the terms of this agreement;

- (v) it does not any immunity from the jurisdiction of a court or from legal process; and
- (vi) it benefits by entering into this agreement to which it is a party.
- (b) Each party acknowledges that the other party has entered into this agreement in reliance on the representations and warranties in this clause.

#### **16.10 Severability**

- (a) 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.
- (b) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this agreement, but the rest of this agreement is not affected.

#### **16.11 Invalidity**

- (a) A word or provision must be read down if:
  - (i) this agreement is void, voidable, or unenforceable if it is not read down;
  - (ii) this agreement will not be void, voidable or unenforceable if it is read down; and
  - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
  - (i) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed; and
  - (ii) this agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this agreement has full effect even if clause 16.11(b) applies.

#### **16.12 Waiver**

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

#### **16.13 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) The parties agree, in accordance with Class Ruling CR2013/13 published by the Commissioner, that Contributions required to be made under this agreement are exempt from GST.
- (d) 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.
- (e) This clause will not merge on completion or termination of this agreement.

#### **16.14 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.

#### **16.15 Confidentiality**

The parties agree that the terms of this agreement are not confidential, and this agreement may be treated as a public agreement and exhibited or reported without restriction by any party.

#### **16.16 Release and Indemnity**

- (a) The Developer agrees that the obligation to provide the Contributions is at the risk of the Developer. The Developer releases the Council from any Claim incurred in connection with the Developer's obligation to provide the Contributions, except where arising and to the extent of any negligence or default of Council.
- (b) The Developer indemnifies the Council (to the extent that any Claim is made against it) against all Damages incurred, in connection with the Council reasonably enforcing the Developer's obligation to provide the Contributions in accordance with this agreement and / or the Council reasonably exercising the Council's rights under or by virtue of this agreement.
- (c) The indemnity in clause 16.16(b) is a continuing obligation, independent of the Developer's other obligations under this agreement and continues after this agreement ends.
- (d) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this clause.
- (e) A party must pay on demand any amount is must pay under an indemnity in this clause 16.16.

### **17 Suspension Period**

- (a) Subject to clauses 17(e) to (i), where a Legal Challenge is commenced, the parties' obligations under this agreement are immediately suspended and the Developer shall not have any obligation to make any Contributions under this agreement until the Suspension Expiry Date or where clause 17(e) applies.
- (b) Subject to clause 17(c), where any Legal Challenge is commenced or where the Court declares or orders the Instrument Change or any Approval to be invalid, the parties agree to:

- (i) meet, no later than 5 Business Days after the date of service of commencement of the Legal Challenge and after any declaration or order that the Approval is invalid, to discuss in good faith:
    - (A) the suspension of the parties' rights and obligations under this agreement; and
    - (B) their intentions in relation to that declaration or order, including without limitation, any intention to Appeal that declaration; and
  - (ii) consult regularly with each other in relation to any Appeal and must respond within a reasonable period to each other's questions, queries and enquiries and generally keep each other informed regarding progress of any such Appeal.
- (c) The parties will not be required to meet or consult pursuant to clause 17(b) in circumstances where any of the parties receives legal advice that it should not so meet or consult with the other party in connection with any such declaration or Appeal.
- (d) The parties agree that any discussions held between the parties under this clause 17 are confidential and that a common interest between them exists for the purposes of legal professional privilege in connection with those discussions.
- (e) Notwithstanding clause 17(a), the Developer may elect at its cost and risk to proceed with the Development, in which circumstances, clauses 17(a) and 17(b) will not apply and the Developer must continue to comply with all obligations under this agreement.
- (f) If this agreement is terminated as the result of any Appeal, the parties will meet in accordance with clause 17(b) to discuss any matters that may need to be addressed as a result of the commencement of any Works.
- (g) If any Approval is declared invalid, the parties will meet in accordance with clause 17(b) of this agreement to discuss their respective rights and obligations under this agreement as a consequence of that determination.
- (h) If the Developer elects to proceed with the Development notwithstanding the commencement of any Legal Challenge, then the Developer releases Council from, is liable for and indemnifies Council against all Claims incurred in connection with the Developer proceeding with the Development despite the Legal Challenge.
- (i) The parties agree that if this clause 17 applies and there is a suspension of the parties' obligations under this agreement, any Works that have been commenced, but not completed, will be left in a state that is safe to the public before those Works cease, notwithstanding the commencement of any Suspension Period.
- (j) This clause 17 will not merge on completion or termination of this agreement.

## Schedule 1

## Reference Schedule

Item	Reference Information
<b>Council Contact Details</b>	<p>Address: Level 1, Building 0, Binary Centre, 3 Richardson Place, North Ryde, NSW 2113</p> <p>Email: cityofryde@ryde.nsw.gov.au</p> <p>Contact: General Manager</p>
<b>Sasco Contact Details</b>	<p>Address: Suite 901 Level 9, 50 Clarence Street, Sydney NSW 2000</p> <p>Email: joe@sascodevelopments.com.au</p> <p>Contact: Joe Sassine</p>
<b>Landowner Contact Details</b>	<p>Address: Suite 901, Level 9, 50 Clarence Street, Sydney NSW 2000</p> <p>Email: joe@sascodevelopments.com.au</p> <p>Contact: Joe Sassine</p>
<b>Development</b>	<p>Demolition of existing structures on the Land and construction of a mixed use development comprising four buildings ranging in height, including basement car parking, residential apartments, a boarding house and commercial floor space, the subject of Development Application LDA2020/199.</p>
<b>Land</b>	<p>The following titles known as 1-20 Railway Road and 50 Constitution Road, Meadowbank as shown on the plan at Annexure A.</p> <ul style="list-style-type: none"> <li>• Lots 1 to 8 DP 13637</li> <li>• Lots 4-5 DP 7533</li> <li>• Lots 9-11 DP 7533</li> <li>• Lots 1-2 DP 384872</li> <li>• Lot 123 DP 771964</li> </ul>



## Schedule 2      Contributions Schedule

Contribution Item	Public Purpose	Nature and Extent	Timing	Manner of Delivery	Security Required	Timing of Security
Road works – Material Public Benefit	Public roads	The scope of the Works is set out in Schedule 3.	The Works are to be completed prior to the issue of the first Occupation Certificate for the Development.	Works are to be carried out and delivered in accordance with the Construction Terms and Schedule 3.  Maintenance of the Works after handover to Council is required in accordance with the Construction Terms.	\$1,022,048.00	Prior to the issue of the first Construction Certificate for works above ground level
Dedication of land	Public roads	Dedication to Council of (a) 417sqm of land unlimited in height or depth; and  (b) 267sqm of land in stratum, limited to a minimum depth of 1.2m from the finished footpath level,  as shown on the plan at Annexure B, at no cost to Council.	The relevant land is to be dedicated to Council prior to the issue of the first Occupation Certificate for the Development (and not before completion of the Works).	Land is to be dedicated to Council in accordance with Schedule 5.	Nil	N/A

## Schedule 3 Works

### 1 Scope of Works

Construction and extension of Faraday Lane so that it connects with Constitution Road, generally in accordance with the plans at Annexure C and including but not limited to all associated survey, engineering, construction, relocation of services, installation of services, lighting and public domain works.

All public domain works associated with the construction of the extension of Faraday Lane and the Development generally, including works in Underdale Lane, must be carried out in a manner that facilitates the through traffic arrangement from Constitution Road.

### 2 Manner of Delivery

2.1 The Developer will carry out the Works in accordance with this agreement, including the Construction Terms and any Development Consent granted for the Works.

2.2 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 Council issues a Compliance Certificate for the Works, or otherwise certifies in accordance with the Construction Terms that the Works have reached practical completion.

2.3 The Works or any part of the Works required under this agreement will be taken to have been delivered to Council when Council takes possession of and assumes responsibility for the work in accordance with the Construction Terms.

### 3 Access to Council owned land

3.1 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 to carry out any Works. Nothing in this clause creates or gives the Developer any estate or interest in any part of the Council owned or controlled land.

3.2 The Developer indemnifies the Council, its employees, officers, agents and contractors from and against all Claims and Damages arising 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 its obligations under this agreement, except to the extent such Claim or Damage arises either directly or indirectly as a result of the Council or its employees, officers, agents, contractors or workmen's negligence or default.

## Schedule 4 Construction terms

### 1 Interpretation

For the purposes of this Schedule 4, 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** has the same meaning as in the *Contaminated Land Management Act 1997*;

**Defects Liability Period** means in respect of each item of building works which together comprise the Works the period of 12 months from the date of Handover;

**Handover** means Council's acceptance of delivery and responsibility for the Works in accordance with clause 7.1 of this Schedule;

**Insurer** means an insurer that is licensed by the Australian Prudential Regulatory Authority (APRA) to operate in Australia or has an investment grade rating from an industry recognised rating agency such as Moodies, Standard & Poors or Bests;

**Maintain** means works to bring an item to a state of reasonable condition and in accordance with relevant standards applicable at the time of construction of the item, including repairing any damage;

**Maintained** and **Maintenance** have corresponding meanings;

**Practical Completion** means practical completion of Works in accordance with clause 6 of this Schedule;

**Remediation** has the same meaning as in the *Contaminated Land Management Act 1997*;

**Remediation Action Plan** means any plan approved by a Site Auditor for the remediation of any part of the Land, or land on which the Works will be located, including by way of adoption and implementation of an environmental management plan, if required for the purpose of obtaining any Approval;

**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;

**Site Auditor** has the same meaning as in the *Contaminated Land Management Act 1997*; and

**Standard Requirement** means a requirement in order to comply with the Building Code of Australia, any applicable Australian Standard, any requirement, standard or specification applied by an Authority, any applicable public domain manual or guidelines issued by Council and available on its website at the time the construction drawings are provided to Council under clause 3(a) of this Schedule, applicable planning controls and any other engineering requirement to ensure a work is functional and suitable for its intended purpose.

## **2 Approvals**

- 2.1 The Developer must at its cost and risk:
- (a) prepare all Applications and submit such applications to the relevant Authorities and obtain all Approvals necessary to carry out the Works; and
  - (b) comply with all conditions of Approvals for the Works.

## **3 Construction Drawings**

- (a) Prior to obtaining a Construction Certificate for the Works, or commencement of the Works, the Developer must provide construction drawings for the relevant item of Works to Council.
- (b) Council must provide a response to the Developer within 10 Business Days of the Developer providing the construction drawings, and
  - (i) Council may, by notice in writing and acting reasonably, approve, vary or direct a variation to the construction drawings to reflect a Standard Requirement; and
  - (ii) the Developer must comply with any direction given by Council under clause 3(b)(i) of this Schedule.
- (c) The Developer acknowledges and agrees that:
  - (i) Council may, but is not obliged to critically analyse the plans and specifications for the Works;
  - (ii) Council is not responsible for any errors, omissions or non-compliance with any Law or the requirement of any Authority by reason of agreeing to the plans and specifications for the Works;
  - (iii) Council is not liable for any Claim or Damage incurred by the Developer because of any defect in the design or construction of any part of the Works, other than a defect caused by Council; and
  - (iv) no comment, review or information supplied to the Developer by Council alters or alleviates the Developer's obligation to construct and complete the Works in accordance with this agreement.
- (d) For the avoidance of doubt:
  - (i) any approval of the construction drawings provided by Council under this agreement does not constitute the grant of any Construction Certificate or other building certification under the EPA Act; and
  - (ii) Council is not responsible for the costs of any variation in accordance with this clause.

## **4 Construction Phase**

- 4.1 The Developer must procure, at its cost and risk, the execution and completion of the Works, including the relocation of any Services, in a good and workmanlike manner and so that they are diligently progressed to Practical Completion, and in accordance with:
- (a) the Approvals;
  - (b) any Development Program provided to the Council under this Schedule;

- (c) the requirements of all Laws, including without limitation, workplace health and safety legislation; and
  - (d) its other obligations under this agreement.
- 4.2 The Developer must not commence construction of any Works until it has given Council copies of all Approvals necessary for the construction of the Works.
- 4.3 If the Developer or the employees or agents of the Developer damage any public utilities and Services or property on or adjacent to the Land, the Developer must promptly make good the damage and pay any compensation which the Law requires the Developer to pay.
- 4.4 The Developer must keep Council reasonably informed of progress of the Works and provide to Council such information about the Works as Council reasonably requests.
- 4.5 The Developer must procure the Works to be carried out:
  - (a) using good quality materials, which must be suitable for the purpose for which they are required under this agreement;
  - (b) in a proper and tradesmanlike manner;
  - (c) without the use of asbestos in any form;
  - (d) in compliance with relevant Australian Standards, the Building Code of Australia and any relevant manufacturers' standards; and
  - (e) so that the Works, when completed, are suitable for the purpose for which they are required as contemplated by the relevant Approvals.
- 4.6 The Developer must, at Council's request, provide Council with a copy of the development program for the Works and provide updates on the development program from time to time as the Development progresses.

## **5 Inspection**

- 5.1 Council may enter the Land to inspect the progress of the Works subject to:
  - (a) the terms of any Construction Contract (save for any clause of the Construction Contract which prevents Council from accessing the Land);
  - (b) giving reasonable notice to the Developer;
  - (c) complying with all reasonable directions of the Developer;
  - (d) exercising its rights under this clause entirely at its own risk in all respects; and
  - (e) being accompanied by the Developer or its nominee, or as otherwise agreed.
- 5.2 Council may, within 5 Business Days of carrying out an inspection, 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.

- 5.3 If the Developer is issued a direction to carry out further work under clause 5.2 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.
- 5.4 If the Developer fails to comply with a direction to carry out work given under clause 5.2 of this Schedule, the Council will be entitled to refuse to accept Practical Completion and Handover of the Works in accordance with this agreement.
- 5.5 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 5.2 of this Schedule does not constitute:
  - (a) acceptance by the Council that the Works comply with all Approvals and Laws; or
  - (b) an Approval by the Council in respect of the Works; or
  - (c) 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.

## 6 **Practical Completion**

- 6.1 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.
- 6.2 Within 10 Business Days of receipt of the notice under 7.1 of this Schedule, the Council will carry out an inspection of the Works and will, acting reasonably, either:
  - (a) provide written certification to the Developer that the Works have been completed; or
  - (b) notify the Developer of any additional information required or matters which must be addressed by the Developer prior to the certification being issued.
- 6.3 If the Developer is required to provide additional information or address any matters under clause 6.2(b) 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 6.1 of this Schedule for written certification that the Works have been completed.
- 6.4 Practical completion will be achieved in relation to the Works or any part of the Works when Council certifies that the Works have been completed in accordance with clause 6.2(a) of this Schedule.

## 7 **Handover**

- 7.1 Subject to clause 9 of this Schedule, Council will accept delivery of the Works and assume responsibility for the Works when they have reached Practical Completion and:
  - (a) following dedication to Council of any part of the Land on which the Works are located; or
  - (b) in the case of Works that are not located on land to be dedicated, when the Developer provides documentary evidence to Council that public access

easements permitting public access to the Works have been registered on title to the relevant part of the Land.

7.2 Prior to Handover of the Works, the Developer is responsible for:

- (a) the delivery and care of the Works;
- (b) providing all things and taking all measures reasonably within its control to protect people and property in relation to the Land where failure to do so may render the Council or the Developer liable under the Law; and
- (c) taking any urgent action in relation to the Land necessary to protect people and the consequences of any failure to take such action where failure to do so may render the Council or the Developer liable under the Law.

## 8 **Delivery of documents**

8.1 The Developer must as soon as practicable, and no later than 20 Business Days after Handover in respect of the Works or any part of the Works deliver to the Council, complete and legible copies of:

- (a) all "as built" full-sized drawings, specifications and relevant operation and service manuals;
- (b) 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
- (c) copies of all Approvals required for use of the land subject to the Works.

8.2 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.

## 9 **Defects Liability and Maintenance**

9.1 During the Defects Liability Period, the Developer must:

- (a) Maintain the Works or any part of the Works; and
- (b) rectify any defects in the Works, including any defects arising as a consequence of an absence or failure of support from land adjoining the land on which the Works are located.

9.2 The Developer must follow relevant Council policies and obtain all Approvals necessary to carry out any work required under clause 9.1.

9.3 During the Defects Liability Period, the Council (acting reasonably) may give to the Developer a notice (**Rectification Notice**) in writing that identifies a defect in the Works or a failure to Maintain the Works and specifies:

- (a) action required to be undertaken by the Developer to rectify the defect or Maintain the Works (**Rectification Works**); and
- (b) the date on which the Rectification Works must be completed (**Rectification Date**).

9.4 The Developer must comply with the Rectification Notice by:

- (a) procuring the performance of the Rectification Works by the Rectification Date, or such other date as agreed between the parties;
  - (b) keeping the Council reasonably informed of the action to be taken to rectify the defect; and
  - (c) carrying out the Rectification Works.
- 9.5 The Council must give the Developer and its contractors any access required to carry out the Rectification Works.
- 9.6 When the Developer considers that the Rectification Works are complete, the Developer must notify the Council and provide documentation, plans or invoices which establish that the Rectification Works were carried out.
- 9.7 The Council may inspect the Rectification Works within 15 Business Days of receiving a Notice from the Developer under clause 9.6 of this Schedule and, acting reasonably:
  - (a) issue a further Rectification Notice if it is not reasonably satisfied that the Rectification Works are complete; or
  - (b) notify the Developer in writing that it is satisfied the Rectification Works are complete.
- 9.8 The Developer must meet all costs of and incidental to the carrying out of any Rectification Works under clause 9 of this Schedule.
- 9.9 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:
  - (a) call upon any Security provided to the Council under clause 9.13 of this Schedule to meet its costs of carrying out Rectification Works; and
  - (b) recover as a debt due to the Council by the Developer in a court of competent jurisdiction, any difference between the amount of the Security and the costs incurred by the Council in carrying out Rectification Works.
- 9.10 The Developer indemnifies Council for all monies payable by the Developer to Council pursuant to clause 9.9 of this Schedule that are not satisfied by the calling up of a Security, provided that Council takes any reasonable action to mitigate the costs incurred and the indemnity excludes and costs arising due to the negligence of Council.
- 9.11 The Developer must request that Council inspect the Works 28 days prior to the end of the Defects Liability Period. The Council must inspect the Works within 10 Business Days after receiving the request from the Developer.
- 9.12 If, prior to the end of the Defects Liability Period:
  - (a) the Developer fails to request the inspection, or
  - (b) the Council does not carry out the inspection,the Council may extend the Defects Liability Period so that the inspection may be carried out.



**9.13 Security for Defects Liability**

- (a) Prior to the Practical Completion and Handover for each item of the Works the Developer must deliver to the Council Security in an amount equivalent to 2.5% of the construction costs for the particular item of Works.
- (b) Within 15 Business Days after the Defects Liability Period for a particular item of Works has expired Council must (if it has not called on it) return the Security provided under clause 9.13(a) for that item of Works (or any remaining balance of it) to the Developer.
- (c) Notwithstanding clause 9.13(b) of this Schedule, if during the Defects Liability Period for a particular item of Works, the Council issues a Rectification Notice and the Rectification Notice is not complied with, then the Council need not deliver the balance of any Security provided to it until the Rectification Works have been completed.

**10 Insurance**

- 10.1 Prior to the commencement of the construction of any of the Works, the Developer must ensure there is effected and maintained insurance policies covering risks, and on terms, reasonable acceptable to Council including:
  - (a) physical loss, damage or destruction of each item of the Works (including any associated temporary works)
  - (b) construction works insurance for the value of the Works;
  - (c) public risk insurance for at least \$20 million;
  - (d) workers compensation insurance as required by Law; and
  - (e) professional indemnity insurance with respect to design works only.
- 10.2 The policies must provide cover for the period from the date of the commencement of construction of the Works until the end of the Defects Liability Period for each and every aspect of the Works and during the Defects Liability Period, for the purpose of providing insurance cover in respect of the Developer's defect liability and maintenance obligations under this agreement.
- 10.3 The insurance cover under clause 10.1 of this Schedule in relation to any construction works insurance must be for an amount not less than the full insurable value of the Works on a full reinstatement and replacement basis (including extra costs of reinstatement, costs of demolition and removal of debris, and professional fees).
- 10.4 All insurances which the Developer is required by clause 10.1 of this Schedule to effect and maintain:
  - (a) must be with an Insurer; and
  - (b) must not in any respect limit or derogate from the liabilities or obligations of the Developer under this agreement.
- 10.5 The Developer must give Council certificates of insurance policies which are required by clause 10.1 of this Schedule, prior to the commencement of the Defects Liability Period, and otherwise whenever reasonably requested in writing by Council.
- 10.6 The Developer must punctually pay or procure that all premiums in respect of all insurances required under clause 10.1 of this Schedule be paid.

10.7 The Developer must:

- (a) not do or omit to do anything which if done or not done is likely to vitiate, impair, derogate or prejudice any insurance or is likely to prejudice any claim under any insurance policy required under this agreement;
- (b) if necessary, rectify or cause to be rectified anything which might prejudice any insurance cover;
- (c) reinstate or cause to be reinstated an insurance policy if it lapses;
- (d) immediately notify Council in writing if an insurer gives notice of cancellation in respect of any insurance policy; and
- (e) give full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any prejudice or affect any such insurance cover or the payment of all or any benefits under the insurance.

10.8 If all or any part of the Works are damaged or destroyed prior to Practical Completion and Handover:

- (a) all insurance proceeds in respect of that damage or destruction must be applied to repair or reinstate the Works, except if the damage or destruction is caused by Council;
- (b) if the insurance proceeds received under the insurances in respect of the damage or destruction are less than the cost of repairing or replacing the Works (or those insurances are void or unenforceable and there are no proceeds), the Developer must complete the repair and replacement of the Works using its own funds; and
- (c) if the insurance proceeds received under the insurances in respect of the damage or destruction exceed the costs of repairing or replacing the Works, the Developer will be entitled to keep the excess.

**11 Assignment of Warranties and Causes of Action**

- 11.1 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.
- 11.2 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.

**12 Indemnities**

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

**13 Intellectual Property Rights**

- 13.1 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 has or receives intellectual property rights for the Works, the Developer shall assign those intellectual property rights to Council or permit use thereof.

#### 14 **Contamination and Remediation**

- 14.1 The Developer must, at its cost, carry out any Remediation of any part of the Land to be dedicated to Council under this agreement in accordance with the *Contaminated Land Management Act 1997*, any Remediation Action Plan and any other legislation and guidelines relating to the Remediation.
- 14.2 Prior to dedication of any part of the Land to Council, the Developer must:
- (a) provide to Council a Site Audit Report or, as the case may be, a preliminary investigation report prepared by a Site Auditor, confirming that the land on which the Works are located is suitable for its intended purpose; and
  - (b) satisfy any conditions in the Site Auditor's statement, including any measures required to be implemented to ensure any ongoing monitoring obligations.
- 14.3 The Developer, to the fullest extent permitted by Law, indemnifies and releases the Council from any Claim which might arise from any contamination with respect to any part of the Land dedicated to Council under this agreement.
- 14.4 If Contamination is found on any land owned by Council or on any public road on which the Works are to be carried out, the Developer and Council must engage an appropriately qualified person to determine what Remediation, if any, would be required to ensure the land is suitable for its intended purpose.
- 14.5 The parties agree to share equally the costs of engaging the appropriately qualified person under clause 14.4 of this Schedule, unless otherwise agreed.
- 14.6 If Remediation of any land owned by Council or any public road is required, the parties must enter into discussions and, if required, dispute resolution under clause 10, to reach an agreement about carrying out the Remediation and the costs of any such Remediation and must act in good faith to resolve the completion of any Works required under this agreement.
- 14.7 For the purposes of this agreement and for the avoidance of doubt:
- (a) the Developer is not obliged to carry out Remediation of any Contamination contained within Council owned land, except if the Contamination has been caused or contributed to by the Developer or any current or past activities carried out on the Land. If the contamination has been contributed to, but not wholly caused by, the Developer or activities on the Land the cost of remediation to be borne by the Developer will be commensurate with the extent and type of remediation required for the contamination attributable to the Developer or activities on the Land; and
  - (b) the Remediation of any Contamination on Council owned land caused by the Developer or the Developer's works or any current or past activities carried out on the Land is the obligation of the Developer and must be carried out before any Works can be handed over and clauses 14.1 to 14.3 of this Schedule apply as if the relevant land was to be dedicated to Council under this agreement.

## Schedule 5 Land Dedication

### 1 Interpretation

- 1.1 For the purposes of this Schedule 5, 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:

**Contamination** has the same meaning as in the *Contaminated Land Management Act 1997*;

**Dedication Land** means land required to be dedicated to Council under this agreement;

**Encumbrance** means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention;
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;
- (c) right that a person (other than the owner) has to remove something from land (known as a *profit-à-prendre*), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,

or any agreement to create any of them or to allow them to exist;

**Permitted Encumbrance** means each of:

- (a) easements benefiting statutory authorities authorised by Approvals;
- (b) environmental management requirements imposed under an Approval;
- (c) an Encumbrance (other than a mortgage, charge, pledge, lien, security interest, title retention, contractual right of set-off, or any other security agreement or arrangement in favour of any person) the Council agrees in writing is a Permitted Encumbrance;

**Remediation** has the same meaning as in the *Contaminated Land Management Act 1997*;

**Remediation Action Plan** means any plan approved by a Site Auditor for the remediation of any part of the Land, or land on which the Works will be located, including by way of adoption and implementation of an environmental management plan, if required for the purpose of obtaining any Approval; and

**Site Auditor** has the same meaning as in the *Contaminated Land Management Act 1997*.

### 2 Manner of Delivery

- 2.1 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 Encumbrances, taxes, rates or charges except Permitted Encumbrances.
- 2.2 Any land dedicated to Council in stratum must:

- (a) be dedicated free of any stratum or strata levies or obligation to pay any such levies in the future; and
  - (b) be provided with adequate support from adjoining lots to ensure the land is suitable for its intended use.
- 2.3 The obligation to dedicate the Dedication Land will be taken to have been satisfied when the land has been 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*.
- 3 Contamination and Remediation**
- 3.1 The Developer must, at its cost, carry out any Remediation of the Land, the Dedication Land or any Easement site, in accordance with the *Contaminated Land Management Act 1997*, any Remediation Action Plan and any other legislation and guidelines relating to the Remediation.
- 3.2 Prior to dedication or transfer of any land or interest in land to Council, the Developer must:
  - (a) provide to Council a Site Audit Report or, as the case may be, a preliminary investigation report prepared by a Site Auditor, confirming that the relevant land is suitable for its intended purpose; and
  - (b) satisfy any conditions in the Site Auditor's statement, including any measures required to be implemented to ensure any ongoing monitoring obligations.
- 3.3 The Developer, to the fullest extent permitted by Law, indemnifies and releases the Council from any Claim which might arise from any contamination with respect to land or an interest in land transferred or dedicated to Council under this agreement.

## Schedule 6 Summary of requirements (section 7.4)

Subject and subsection of the Act	Planning Agreement
<b>Planning instrument and/or Development Application – Section 7.4(1)</b>  The Developer has: <ul style="list-style-type: none"> <li>(a) Sought a change to an environmental planning instrument <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</li> <li>(b) Made, or propose to make a Development Application <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>(c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</li> </ul>	
<b>Description of the land to which the planning Agreement applies – Section 7.4(3)(a)</b>	Refer to Schedule 1 and Annexure A
<b>A description of the change to the environmental planning instrument and / or development to which the Planning Agreement applies – Section 7.4(3)(b)</b>	Refer to Schedule 1
<b>The scope, timing and manner of delivery of contribution required by the Planning Agreement – Section 7.4(3)(c)</b>	Refer to Schedule 2
<b>Applicability of section 7.11 of the Act – Section 7.4(3)(d)</b>	Refer to clause 7
<b>Applicability of section 7.12 of the Act – Section 7.4(3)(d)</b>	Refer to clause 7
<b>Applicability of section 7.24 of the Act – Section 7.4(3)(d)</b>	Refer to clause 7
<b>Whether benefits are to be taken into consideration when determination development contributions – Section 7.4(3)(e)</b>	Refer to clause 7(b)
<b>Mechanism for dispute resolution – Section 7.4(3)(f)</b>	Refer to clause 10
<b>Enforcement of the Planning Agreement – Section 7.4(3)(g)</b>	Refer to clause 11
<b>Registration of the Planning Agreement – Section 7.4(3)(g)</b>	Refer to clause 7
<b>No obligation to grant consent or exercise functions – Section 7.4(9)</b>	Refer to clause 14 (no fetter)

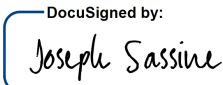
Executed as an agreement

Executed by **Sasco Developments Pty** )  
**Limited** ACN 096 524 195 in accordance )  
with section 127 of the *Corporations Act* )  
*2001* (Cth) by: )  
 )  
 )

DocuSigned by:  
  
E49304778512478...

Signature of Sole Director and Sole  
Secretary  
Joseph Hanna Sassine

Executed by **Shepherds Bay Holdings** )  
**Pty Ltd** ACN 617 579 665 in accordance )  
with section 127 of the *Corporations Act* )  
*2001* (Cth) by: )  
 )  
 )

DocuSigned by:  
  
E49304778512478...

Signature of Director  
Joseph Hanna Sassine

DocuSigned by:  
  
66A544AF83C44BD...

Signature of Director  
John Elias Sassine

**Signed** for and on behalf of **The Council** )  
**of the City of Ryde** ABN 81 621 292 610 )  
by its authorised delegate under section )  
377 of the *Local Government Act 1993* )  
(NSW), in the presence of: )  
 )  
 )  
 )  
 )

DocuSigned by:  
*Paul Kapetas*  
3AFF330042A44BE...

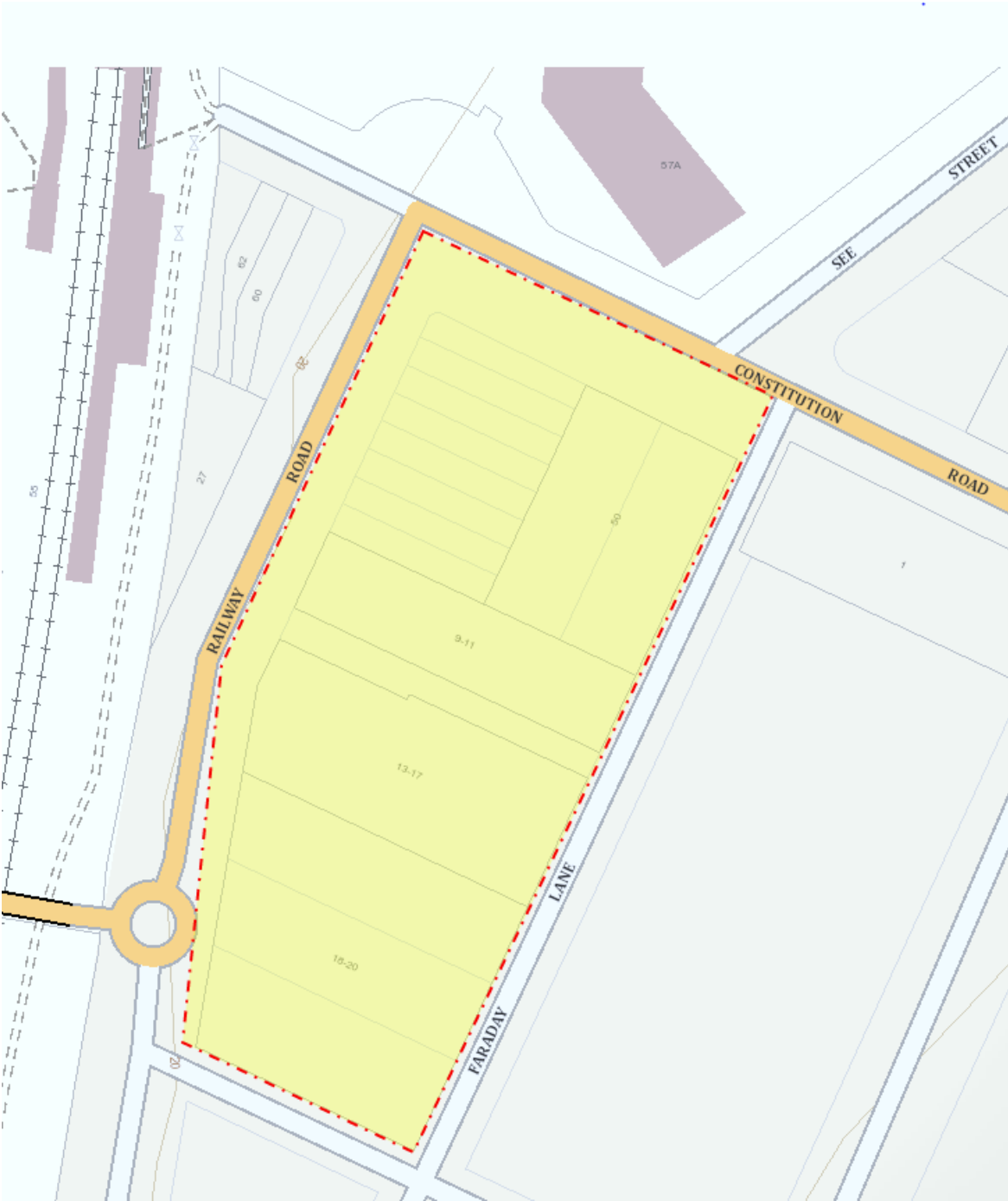
Signature of Witness  
Paul Kapetas

DocuSigned by:  
*Wayne Rylands*  
358C3A502EEA4C9...

Signature of Authorised Delegate  
Wayne Rylands  
Chief Executive Office



Annexure A      Plan showing Land



## Annexure B

## Plan showing Dedication Land





LEVEL 1  
SCALE 1:500@A3

REVISION		REVISION	
A	DEVELOPMENT APPLICATION - ADDITIONAL INFORMATION	CA	03.12.2020
B	DEVELOPMENT APPLICATION - ADDITIONAL INFORMATION	MC	26.11.2021
C	DEVELOPMENT APPLICATION - ADDITIONAL INFORMATION	MC	26.11.2021

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DRAWN	DATE	CHECKED	PLOT DATE	JOB NO.	SCALE
AA	26.11.2021	MC	26.11.2021	21022	1:500@A3

PROJECT  
RAILWAY ROAD  
27 RAILWAY RD  
MEADOWBANK NSW 2114

DRAWING TITLE  
LAND DEDICATION PLAN

**CURZON + PARTNERS**  
L 13, 234 GEORGE STREET  
SYDNEY NSW 2000  
T: +61 87055475  
CURZON AND PARTNERS PTY LTD ACN 649993377

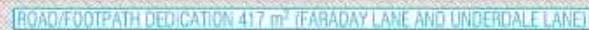
ISSUE PURPOSE  
DEVELOPMENT APPLICATION

REV: C

DRAWING NO.

**D603**





UNDER SAILING LAND IN BASEMENT 267 m<sup>2</sup>  
PROVIDES A MINIMUM OF 1M SERVICE ZONE  
BETWEEN UNDERSAILING LAND AND NEW  
FOOTPATH

SCALE 1:500@A3

CA	03.12.2020
MC	08.11.2021
MC	08.11.2021

CA	03.12.2020
MC	08.11.2021
MC	08.11.2021

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**CURZON + PARTNERS**  
L 13, 234 GEORGE STREET  
SYDNEY NSW 2000  
T: +61 87055475  
CURZON AND PARTNERS PTY LTD ACN 649993377

DRAWING TITLE  
LAND DEDICATION PLAN

REV. C  
DRAWING NO. D60

**D603\_1**



## Annexure C

## Plan showing Works



# PROPOSED DEVELOPMENT

## 1-20 RAILWAY ROAD, MEADOWBANK

### CIVIL WORKS PLANS

#### EXISTING SERVICES AND FEATURES

- THE CONTRACTOR SHALL ALLOW FOR THE CAPPING OFF, EXCAVATION, REMOVAL AND DISPOSAL IF REQUIRED OF ALL EXISTING SERVICES IN AREAS AFFECTED BY WORKS WITHIN THE CONTRACT AREA, AS SHOWN ON THE DRAWINGS UNLESS DIRECTED OTHERWISE BY THE SUPERINTENDENT.
- THE CONTRACTOR SHALL ENSURE THAT AT ALL TIMES SERVICES TO ALL BUILDINGS NOT AFFECTED BY THE WORKS ARE NOT DISRUPTED.
- PRIOR TO COMMENCEMENT OF ANY WORKS THE CONTRACTOR SHALL GAIN WRITTEN APPROVAL OF HIS PROGRAMME FOR THE RELOCATION/CONSTRUCTION OF TEMPORARY SERVICES.
- EXISTING BUILDINGS, EXTERNAL STRUCTURES, AND TREES SHOWN ON THESE DRAWINGS ARE FEATURES EXISTING PRIOR TO ANY DEMOLITION WORKS.
- CONTRACTOR SHALL CONSTRUCT TEMPORARY SERVICES TO MAINTAIN EXISTING SUPPLY TO BUILDINGS REMAINING IN OPERATION DURING WORKS TO THE SATISFACTION AND APPROVAL OF THE SUPERINTENDENT. ONCE DIVERSION IS IS COMPLETE AND COMMISSIONED THE CONTRACTOR SHALL REMOVE ALL SUCH TEMPORARY SERVICES AND MAKE GOOD TO THE SATISFACTION OF THE SUPERINTENDENT.
- INTERRUPTION TO SUPPLY OF EXISTING SERVICES SHALL BE DONE SO AS NOT TO CAUSE ANY INCONVENIENCE TO THE PRINCIPAL. CONTRACTOR TO GAIN APPROVAL OF SUPERINTENDENT FOR TIME OF INTERRUPTION.

#### SITeworks NOTES

- ORIGIN OF LEVELS - AUSTRALIAN HEIGHT DATUM (A.H.D.)
- CONTRACTOR MUST VERIFY ALL DIMENSIONS AND EXISTING LEVELS ON SITE PRIOR TO COMMENCEMENT OF WORK.
- ALL WORK IS TO BE UNDERTAKEN IN ACCORDANCE WITH THE DETAILS SHOWN ON THE DRAWINGS, THE SPECIFICATIONS AND THE DIRECTIONS OF THE PRINCIPAL'S REPRESENTATIVE.
- EXISTING SERVICES HAVE BEEN PLOTTED FROM SUPPLIED DATA AND AS SUCH THEIR ACCURACY CANNOT BE GUARANTEED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE LOCATION AND LEVEL OF ALL EXISTING SERVICES PRIOR TO THE COMMENCEMENT OF ANY WORK. ANY DISCREPANCIES SHALL BE REPORTED TO THE PRINCIPAL'S REPRESENTATIVE. CLEARANCES SHALL BE OBTAINED FROM THE RELEVANT SERVICE AUTHORITY.
- WHERE NEW WORKS ABUT EXISTING THE CONTRACTOR SHALL ENSURE THAT A SMOOTH EVEN PROFILE, FREE FROM ABRUPT CHANGES IS OBTAINED.
- THE CONTRACTOR SHALL ARRANGE ALL SURVEY SETOUT TO BE CARRIED OUT BY A REGISTERED SURVEYOR.
- CARE IS TO BE TAKEN WHEN EXCAVATING NEAR EXISTING SERVICES. NO MECHANICAL EXCAVATIONS ARE TO BE UNDERTAKEN OVER COMMUNICATIONS OR ELECTRICAL SERVICES. HAND EXCAVATE IN THESE AREAS.
- ALL SERVICE TRENCHES UNDER VEHICULAR PAVEMENTS SHALL BE BACKFILLED WITH AN APPROVED NON-NATURAL GRANULAR MATERIAL AND COMPACTED TO 98% STANDARD MAXIMUM DRY DENSITY IN ACCORDANCE WITH AS 1289.5.1.1.
- ALL TRENCH BACKFILL MATERIAL SHALL BE COMPACTED TO THE SAME DENSITY AS THE ADJACENT MATERIAL.
- ON COMPLETION OF PIPE INSTALLATION ALL DISTURBED AREAS MUST BE RESTORED TO ORIGINAL, INCLUDING KERBS, FOOTPATHS, CONCRETE AREAS, GRAVEL AND GRASSSED AREAS AND ROAD PAVEMENTS.
- PROVIDE 10mm ABLEFLEX JOINTS BETWEEN CONCRETE PAVEMENTS AND ALL BUILDINGS, WALLS, FOOTINGS, COLUMNS, KERBS, DISH DRAINS, GRATED DRAINS, BOLLARD FOOTINGS ETC
- CONTRACTOR TO OBTAIN ALL AUTHORITY APPROVALS.
- ALL BATTERS TO BE GRASSED LINED WITH MINIMUM 100 TOPSOIL AND APPROVED COUCH LAID AS TURF.
- MAKE SMOOTH TRANSITION TO EXISTING SERVICES AND MAKE GOOD.
- THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY DIVERSION DRAINS AND MOUNDS TO ENSURE THAT AT ALL TIMES EXPOSED SURFACES ARE FREE DRAINING AND WHERE NECESSARY EXCAVATE SUMPS AND PROVIDE PUMPING EQUIPMENT TO DRAIN EXPOSED AREAS.
- THESE PLANS SHALL BE READ IN CONJUNCTION WITH APPROVED ARCHITECTURAL, STRUCTURAL, HYDRAULIC AND ELECTRICAL DRAWINGS AND SPECIFICATIONS.
- TRENCHES THROUGH EXISTING ROAD AND CONCRETE PAVEMENTS SHALL BE SAWCUT TO FULL DEPTH OF CONCRETE AND A MIN 50mm IN BITUMINOUS PAVING.
- ON COMPLETION OF WORKS ALL DISTURBED AREAS MUST BE RESTORED TO ORIGINAL INCLUDING, BUT NOT LIMITED TO, KERBS, FOOTPATHS, CONCRETE AREAS, GRASS AND LANDSCAPED AREAS.

#### SUBGRADE PREPARATION

- REMOVE ALL TOPSOIL, VEGETABLE MATTER AND RUBBLE.
- PROOF ROLL NATURAL SURFACE.
- REMOVE ANY SOFT AREAS.
- PLACE APPROVED NON ORGANIC FILL WITH A MAXIMUM PARTICLE SIZE OF 75mm AND COMPACT IN 200mm MAX. THICK LAYERS. U.N.O.
- COMPACTION IS TO BE CARRIED OUT BY ROLLING AT OPTIMUM MOISTURE CONTENT TO OBTAIN A DENSITY EQUIVALENT TO 98% OF MAXIMUM DRY DENSITY WHEN TESTED BY THE STANDARD COMPACTION TEST. No. E1.1 FROM A.S. 1289.
- COMPACTION SHALL BE CARRIED OUT WITH A VIBRATING ROLLER WITH AT LEAST 10 TONNE STATIC WEIGHT OR OTHER APPROPRIATE EQUIPMENT.
- TESTING OF THE SUBGRADE SHALL BE CARRIED OUT BY AN APPROVED N.A.T.A. REGISTERED LABORATORY.

#### COMPACTION NOTES

- STRIP TOPSOIL TO EXPOSE NATURALLY OCCURRING MATERIAL AND STOCKPILE ON SITE FOR SELECTIVE RE-USE OR DISPOSE OFF-SITE AS DIRECTED BY THE SUPERINTENDENT.
- WHERE FILLING IS REQUIRED TO ACHIEVE DESIGN SUBGRADE PROOF ROLL. EXPOSED NATURAL SURFACE WITH A MINIMUM OF TEN PASSES OF A VIBRATING ROLLER (MINIMUM STATIC WEIGHT OF 10 TONNES) IN THE PRESENCE OF THE SUPERINTENDENT. REFER TO SPECIFICATION FOR DETAILS.
- ALL SOFT, WET OR UNSUITABLE MATERIAL TO BE REMOVED AS DIRECTED BY THE SUPERINTENDENT AND REPLACED WITH APPROVED MATERIAL SATISFYING THE REQUIREMENTS LISTED BELOW.
- ALL FILL MATERIAL SHALL BE FROM A SOURCE APPROVED BY THE SUPERINTENDENT AND SHALL COMPLY WITH THE FOLLOWING :
  - FREE FROM ORGANIC, PERISHABLE AND CONTAMINATED MATTER
  - MAXIMUM PARTICLE SIZE 75mm
  - PLASTICITY INDEX BETWEEN 2% AND 15%
- ALL FILL MATERIAL SHALL BE PLACED IN MAXIMUM 200MM THICK LAYERS AND COMPACTED AT OPTIMUM MOISTURE CONTENT (+ OR - 2%) TO ACHIEVE A DRY DENSITY DETERMINED IN ACCORDANCE WITH AS 1289 E1.1 OF NOT LESS THAN THE FOLLOWING STANDARD MINIMUM DRY DENSITY IN ACCORDANCE WITH AS 1289 E1.1 :

LOCATION	STANDARD DRY DENSITY
UNDER BUILDING SLABS	98%
AREAS OF SERVICE TRENCHES	98%
EXTERNAL PAVED AREAS, ROADS AND CARPARKS	98%
LANDSCAPED AREAS	90%
- THE CONTRACTOR SHALL PROGRAM THE EARTHWORKS OPERATION SO THAT THE WORKING AREAS ARE ADEQUATELY DRAINED DURING THE PERIOD OF CONSTRUCTION. THE SURFACE SHALL BE GRADED AND SEALED OFF TO REMOVE DEPRESSIONS, ROLLER MARKS AND SIMILAR WHICH WOULD ALLOW WATER TO POND AND PENETRATE THE UNDERLYING MATERIAL. ANY DAMAGE RESULTING FROM THE CONTRACTOR NOT OBSERVING THESE REQUIREMENTS SHALL BE RECTIFIED BY THE CONTRACTOR AT THEIR COST.
- TESTING OF THE SUBGRADE SHALL BE CARRIED OUT BY AN APPROVED NATA REGISTERED LABORATORY AT THE CONTRACTORS EXPENSE.

#### EROSION AND SEDIMENT CONTROL NOTES

##### GENERAL INSTRUCTIONS

- THIS PLAN IS TO BE READ IN CONJUNCTION WITH THE ENGINEERING PLANS, AND ANY OTHER PLANS OR WRITTEN INSTRUCTIONS THAT MAY BE ISSUED AND RELATING TO DEVELOPMENT AT THE SUBJECT SITE.
- THE SITE SUPERINTENDENT WILL ENSURE THAT ALL SOIL AND WATER MANAGEMENT WORKS ARE LOCATED AS INSTRUCTED IN THIS SPECIFICATION.
- ALL BUILDERS AND SUB-CONTRACTORS WILL BE INFORMED OF THEIR RESPONSIBILITIES IN MINIMISING THE POTENTIAL FOR SOIL EROSION AND POLLUTION TO DOWNSLOPE LANDS AND WATERWAYS.

##### CONSTRUCTION SEQUENCE

- THE SOIL EROSION POTENTIAL ON THIS SITE SHALL BE MINIMISED. HENCE WORKS SHALL BE UNDERTAKEN IN THE FOLLOWING SEQUENCE :
  - INSTALL SEDIMENT FENCES, TEMPORARY CONSTRUCTION EXIT AND SANDBAG KERB INLET SEDIMENT TRAP.
  - UNDERTAKE SITE DEVELOPMENT WORKS IN ACCORDANCE WITH THE ENGINEERING PLANS. PHASE DEVELOPMENT SO THAT LAND DISTURBANCE IS CONFINED TO AREAS OF WORKABLE SIZE.

##### EROSION CONTROL

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

##### FENCING

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

##### OTHER MATTERS

- ACCEPTABLE RECEPTORS WILL BE PROVIDED FOR CONCRETE AND MORTAR SLURRIES, PAINTS, ACID WASHINGS, LIGHT-WEIGHT WASTE MATERIALS AND LITTER.
- RECEPTORS FOR CONCRETE AND MORTAR SLURRIES, PAINTS, ACID WASHINGS, LIGHT-WEIGHT WASTE MATERIALS AND LITTER ARE TO BE EMPTIED AS NECESSARY. DISPOSAL OF WASTE SHALL BE IN A MANNER APPROVED BY THE SITE SUPERINTENDENT.

##### SITE INSPECTION & MAINTENANCE

- EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED AFTER RAINFALL EVENTS TO ENSURE THAT THEY OPERATE EFFECTIVELY. REPAIR AND OR MAINTENANCE SHALL BE UNDERTAKEN AS REQUIRED.

#### CONCRETE NOTES

##### GENERAL

- ALL WORKMANSHIP AND MATERIALS SHALL COMPLY WITH AS 3600 CURRENT EDITIONS WITH AMENDMENTS, AND THE ACSE CONCRETE SPECIFICATION EXCEPT WHERE VARIED BY THE CONTRACT DOCUMENTS.
- VERIFY ALL SETTING OUT DIMENSIONS WITH THE ARCHITECT AND/OR THE SURVEYOR.
- DO NOT OBTAIN DIMENSIONS BY SCALING THE DRAWINGS.
- IN CASE OF DOUBT - ASK.

##### DESIGN LOADS

- N/A

##### CONCRETE

- PLACE CONCRETE OF THE FOLLOWING CHARACTERISTIC COMPRESSIVE STRENGTH F'C AS DEFINED IN AS 3600 OR M.R. FORM 609. ADD WATER REDUCING ADMIXTURE EQUAL TO WRDA.

LOCATION	AS 3600 F'C MPa AT 28 DAYS	SPECIFIED SLUMP	NOMINAL AGG. SIZE
ALL KERB PITS ETC.	25	80	20
VEHICULAR PAVEMENTS	32	80	20

- ALL CONCRETE SHALL BE SUBJECT TO PROJECT CONTROL SAMPLE AND TESTING TO AS 3600.
- CONSOLIDATE BY VIBRATION.

##### REINFORCEMENT

- FIX REINFORCEMENT AS SHOWN ON DRAWINGS. THE TYPE AND GRADE IS INDICATED BY A SYMBOL AS SHOWN BELOW. ON THE DRAWING N IS FOLLOWED BY A NUMERAL WHICH INDICATES THE SIZE IN MILLIMETRES. A MARK NUMERAL (IF USED) FOLLOWS THIS NUMERAL.  
N. HOT ROLLED DEFORMED BAR, GRADE 410Y  
S. HOT ROLLED DEFORMED BAR, GRADE 230S  
R. PLAIN ROUND BAR, GRADE 230R  
SL. HARD DRAWN WIRE FABRIC.
- PROVIDE BAR SUPPORTS OR SPACERS TO GIVE THE FOLLOWING CONCRETE COVER TO ALL REINFORCEMENT UNLESS NOTED OTHERWISE.

##### FOOTINGS

- 75 BOTTOM, 65 TOP AND SIDES
- 20 TOP AND BOTTOM, 30 WHEN EXPOSED TO WEATHER.

##### BEAMS

- 50 BOTTOM AND SIDES (TO STIRRIPS) TOP COVER AS DETAILED
- 40 TO TIES AND SPIRALS 50 WHEN EXPOSED TO WEATHER

##### WALLS

- 25 GENERALLY 30 WHEN CAST IN FORMS BUT LATER EXPOSED TO WEATHER OR GROUND.
- 65 WHEN CAST DIRECTLY IN CONTACT WITH GROUND.

##### CURING

- CURE ALL CONCRETE IN ACCORDANCE TO THE METHOD PROVIDED IN THE SPECIFICATION.

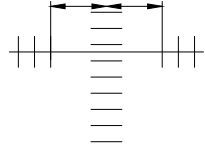
#### CONCRETE PAVEMENT JOINT NOTES

- |      |   |
|------|---|
| PJ1. | CONCRETE MIX PARAMETERS : <ul style="list-style-type: none"><li>MAXIMUM AGGREGATE SIZE 20mm</li><li>FLEXURAL STRENGTH AT 28 DAYS = 3.5MPa</li><li>FLEXURAL STRENGTH AT 90 DAYS = 3.85 MPa</li><li>MAXIMUM WATER / CEMENT RATIO = 0.55</li><li>MAXIMUM SHRINKAGE LIMIT = 650 MICRON (AS 1012 Pt 13)</li><li>MINIMUM CEMENT CONTENT = 300kg/m3</li><li>CEMENT TO BE TYPE "A" (NORMAL CEMENT) TO AS 1315</li><li>SLUMP = 50mm</li></ul>  |
| PJ2. | JOINT TO BE SAWN AS SOON AS CONCRETE HAS HARDENED SUFFICIENTLY THAT IT WILL NOT BE DAMAGED BY SAWING. IF AN UNPLANNED CRACK OCCURS THE CONTRACTOR SHALL REPLACE WHOLE SLABS EITHER SIDE OF THE UNPLANNED CRACK, UNLESS DIRECTED OTHERWISE.  |
| PJ3. | <ol style="list-style-type: none"><li>CONSTRUCT JOINTS AS DETAILED</li><li>CONSTRUCTION JOINTS WHERE REQUIRED BUT NOT SHOWN, SHALL BE LOCATED TO THE APPROVAL OF THE ENGINEER AND CONSTRUCTED AT THE CONTRACTORS EXPENSE.</li><li>ALL LONGITUDINAL CONSTRUCTION JOINTS SHALL BE FORMED AND INCLUDE DOWEL BARS AS SPECIFIED. ALL TRANSVERSE CONSTRUCTION JOINTS SHALL BE FORMED AND INCLUDE DOWEL BARS AS SPECIFIED.</li><li>BOND BREAKER TO BE TWO (2) UNIFORM COATS OF BITUMEN EMULSION ALL OVER THE EXPOSED SURFACE AND ON END.</li></ol> |
| PJ4. | DOWELS AND THE BARS TO MEET STRENGTH REQUIREMENTS OF STRUCTURAL GRADE STEEL IN ACCORDANCE AS 1302. DOWELS AND TIE BARS SHALL BE : <ul style="list-style-type: none"><li>STRAIGHT</li><li>TO LENGTH SPECIFIED</li><li>CLEAN AND FREE FROM MILL SCALE, RUST AND OIL</li><li>SAWN TO LENGTH NOT CROPPED.</li></ul>   |
| PJ5. | DIMENSIONS OF SEALANT RESERVOIR DEPENDANT ON THE SEALANT TYPE ADOPTED. ENGINEERS APPROVAL TO BE OBTAINED FOR SEALANT AND RESERVOIR DIMENSIONS AND DETAIL PROPOSED BY THE CONTRACTOR. REFER DETAIL "B" FOR TYPICAL ARRANGEMENT AND SEALANT.  |
| PJ6. | PRIOR TO THE PLACEMENT OF CONCRETE IN THE ADJACENT SLAB, SELF EXPANDING CORK FILLER SHALL BE ADHERED TO THE ALREADY CAST AND CLEANED CONCRETE FACE USING AN APPROVED WATERPROOF ADHESIVE. ADHESIVE SHALL BE LIBERALLY APPLIED TO THE FULL FACE OF THE CONCRETE SLAB TO BE COVERED BY THE FILLER, AND ON THE FULL FACE OF THE FILLER TO BE ADHERED.  |
| PJ7. | REFER TO COMPACTION NOTES FOR PREPARATION OF SUB-BASE AND SUB-GRADE.  |
| PJ8. | ALL WORK TO BE BROOM FINISH.  |

#### JOINTING NOTES

##### VEHICULAR PAVEMENT JOINTING

- ALL VEHICULAR PAVEMENT TO BE JOINTED AS SHOWN ON DRAWINGS.
- KEYED CONSTRUCTION JOINTS SHOULD GENERALLY BE LOCATED AT A MAXIMUM OF 6m CENTRES.
- SAWN JOINTS SHOULD GENERALLY BE LOCATED AT A MAXIMUM OF 6m CENTRES OR 1.5 x the SPACING OF KEYED JOINTS, WHERE KEY JOINT SPACING IS LESS THAN 4m, WITH DOWELLED EXPANSION JOINTS AT MAXIMUM OF 30m CENTRES.
- PROVIDE 10mm WIDE FULL DEPTH ISOLATION JOINTS BETWEEN BUILDINGS AND ALL CONCRETE OR UNIT PAVERS.
- WHERE DOWELLED JOINTS INTERSECT REMOVE DOWELS FROM LAST 1500mm FROM JOINT IN DIRECTION OF POUR.



##### PEDESTRIAN FOOTPATH JOINTING

- DOWELED JOINTS ARE TO BE LOCATED WHERE POSSIBLE AT TANGENT POINTS OF CURVES AND ELSEWHERE AT MAX 6.0m CENTRES.
- WHERE POSSIBLE JOINTS SHOULD BE LOCATED TO MATCH KERBING AND/OR ADJACENT PAVEMENT JOINTS.
- ALL RAMPED CROSSINGS SHALL BE DOWELED INTO ADJOINING PATH PAVEMENT

#### ASPHALTIC CONCRETE NOTES

- GENERAL
    - MINERAL AGGREGATES TO COMPLY WITH AUSTRALIAN STANDARDS
    - MINERAL FILLER TO COMPLY WITH AS 2357 MINERAL FILLERS OR ASPHALT.
    - BITUMEN BINDER SHALL COMPLY WITH AS 2008
  - MIX PROPORTIONS
    - JOB MIX - 10mm NOMINAL SIZE AGGREGATE. MINIMUM BITUMEN CONTENT BY MASS OF TOTAL MASS - 5.1%
    - MIX STABILITY - BETWEEN 16kN AND 36kN AS DETERMINED BY AS 2891
    - AIR VOIDS IN COMPACTED MIX - BETWEEN 4% AND 7% OF THE VOLUME OF THE MIX.
    - VOIDS FILLED IN BINDER - 65-80% OF AIR VOIDS IN THE TOTAL MINERAL AGGREGATE FILLED BY BINDER IN ACCORDANCE WITH AUSTRALIAN STANDARDS
  - PAVEMENT PREPARATION
    - THE EXISTING SURFACE TO BE SEALED SHALL BE DRY AND BROOMED BEFORE COMMENCEMENT OF WORK TO ENSURE COMPLETE REMOVAL OF ALL SUPERFICIAL FOREIGN MATTER.
    - ALL DEPRESSIONS OR UNEVEN AREAS ARE TO BE TACK-COATED AND BROUGHT UP TO GENERAL LEVEL OF PAVEMENT WITH ASPHALTIC CONCRETE BEFORE LAYING OF MAIN COURSE.
  - TACK COAT
    - THE WHOLE OF THE AREA TO BE SHEETED WITH ASPHALTIC CONCRETE SHALL BE LIGHTLY AND EVENLY COATED WITH RAPID SETTING BITUMEN COMPLYING WITH AUSTRALIAN STANDARDS. APPLICATION RATE FOR RESIDUAL BITUMEN SHALL BE 0.15 TO 0.30 LITRES/SQUARE METRE. APPLICATION SHALL BE BY MEANS OF A MECHANICAL SPRAYER WITH SPRAY BAR.
  - SPREADING
    - ALL ASPHALTIC CONCRETE SHALL BE SPREAD WITH A SELF PROPELLED PAVING MACHINE.
    - THE ASPHALTIC CONCRETE SHALL BE LAID AT A MIX TEMPERATURE AS SHOWN BELOW;

ROAD SURFACE TEMPERATURE IN SHADE (°C)	MIX TEMPERATURES (°C)
5 - 10	NOT PERMITTED
10 - 15	150
15 - 25	145
OVER 25	140
  - ASPHALTIC CONCRETE SHALL NOT BE LAID WHEN THE ROAD SURFACE IS WET OR WHEN COLD WINDS CHILL THE MIX ADVERSELY AFFECT SPREADING AND COMPACTION
  - THE MINIMUM COMPACTED THICKNESS IS 30mm OVER EXISTING SEALED PAVEMENTS AND 50mm OVER NEW PAVEMENTS
- JOINTS
    - THE NUMBER OF JOINTS BOTH LONGITUDINAL AND TRANSVERSE SHALL BE KEPT TO A MINIMUM.
    - THE DENSITY AND SURFACE FINISH AT JOINTS SHALL BE SIMILAR TO THOSE OF THE REMAINDER OF THE LAYER.
  - COMPACTION
    - ALL COMPACTION SHALL BE UNDERTAKEN USING SELF PROPELLED ROLLERS.
    - INITIAL ROLLING SHALL BE COMPLETE BEFORE THE MIX TEMPERATURE FALLS BELOW 105°C
    - SECONDARY ROLLING SHALL BE COMPLETED BEFORE THE MIX TEMPERATURE FALLS BELOW 60°C
    - MINIMUM CHARACTERISTICS VALUE OF RELATIVE COMPACTION OF A LOT WHEN TESTED IN ACCORDANCE WITH AS2150
  - FINISHED PAVEMENT PROPERTIES
    - FINISHED SURFACES SHALL BE SMOOTH, DENSE AND TRUE TO SHAPE AND SHALL NOT VARY MORE THAN 10mm FROM THE SPECIFIED PLAN LEVEL AT ANY POINT AND SHALL NOT DEVIATE FROM THE BOTTOM OF A 3m STRAIGHT EDGE LAID IN ANY DIRECTION BY MORE THAN 5mm.

#### ROADWORKS NOTES

- ALL BASECOURSE AND SUB-BASECOURSE MATERIALS SHALL CONFORM WITH AUSTRALIAN STANDARDS.
- ALL BASECOURSE AND SUB-BASE MATERIALS SHALL BE COMPACTED TO ACHIEVE A MINIMUM OF 100% STANDARD MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT OF +OR - 2% IN ACCORDANCE WITH AS1289 E1.1.
- ALL WEARING SURFACES SHALL BE ASPHALTIC CONCRETE LAID TO THE THICKNESS SPECIFIED AND IN ACCORDANCE WITH THE SPECIFICATION.
- CONCRETE FOR KERB SHALL HAVE A CONCRETE STRENGTH OF 20MPa AT 28 DAYS, MINIMUM SLUMP OF 60MM AND MAXIMUM AGGREGATE SIZE OF 40MM.

#### BITUMEN SEALANT NOTES

##### PAVEMENT PREPARATION

- THE SURFACE TO BE SEALED SHALL BE DRY AND BROOMED BEFORE COMMENCEMENT OF WORK TO ENSURE COMPLETE REMOVAL OF ALL SUPERFICIAL, FOREIGN AND LOOSE MATTER.
- IF APPROVED BY THE SUPERINTENDENT, ALL DEPRESSIONS OR UNEVEN AREAS ARE TO BE TACK-COATED AND BROUGHT TO GENERAL LEVEL OF PAVEMENT WITH ASPHALTIC CONCRETE BEFORE SEALING COMMENCES.

##### MATERIALS

- BINDER SHALL BE CLASS 170 TO AS 2008 OR APPROVED PROPRIETARY MATERIAL FOR PRIMING AND PRIME-SEALING.
- AGGREGATE SHAPE, DURABILITY AND WET TO DRY STRENGTH SHALL COMPLY TO AS 2758 FOR CLASS "N" AGGREGATES. A 20kg SAMPLE TO BE APPROVED BY THE SUPERINTENDENT PRIOR TO USE.
- AGGREGATES SHALL BE DELIVERED UNIFORMLY PRECOATED, EXCESSIVE PRECOATING WILL RESULT IN AGGREGATES BEING REJECTED.
- FOR TWO COAT FLUSH SEALS, THE SIZE OF THE AGGREGATE FOR THE SECOND COAT, WHILE NORMALLY HALF THAT OF THE FIRST COAT, SHALL BE DIMENSIONALLY COMPATIBLE WITH THAT OF THE FIRST COAT.

##### DESIGN

- DESIGN OF SPRAYED BITUMINOUS SEALS SHALL BE CARRIED OUT IN ACCORDANCE WITH THE AUSTRROADS (NASRA) PUBLICATION, "PRINCIPLES AND PRACTICE OF BITUMINOUS SURFACING, VOLUME 1 - SPRAYED WORK"
- WHERE NOT INDICATED ON THE DRAWINGS, PRIMES AND PRIMER-SEALS SHALL BE DESIGNED TO REMAIN INTACT UNTIL FINAL SEALING TAKES PLACE, HAVING REGARD FOR THE TRAFFIC AND CLIMATIC CONDITIONS PERTAINING.
- UNLESS OTHERWISE SPECIFIED, BINDER APPLICATION RATES SHALL BE SELECTED TO FILL 85% OF THE THEORETICAL VOIDS OF THE MAT.

##### PRIMER-SEALING

- A SINGLE COAT PRIMER-SEAL USING A SUITABLE CUT-BACK OR PROPRIETARY BINDER SHALL BE APPLIED TO BASECOURSE MATERIAL FOR PROTECTION OF PAVEMENT DURING CONSTRUCTION.

##### BITUMEN FLUSH SEALING

- BITUMEN FLUSH SEALS SHALL BE EITHER SINGLE OR DOUBLE COAT AS SHOWN ON THE DRAWINGS. I.E. [X] INDICATES A DOUBLE COAT FLUSH SEAL USING TWO APPLICATIONS OF BITUMEN AND AGGREGATE, THE FIRST AGGREGATE LAYER BEING OF 20mm NOMINAL SIZE, THE SECOND 10mm.
- BINDER SHALL BE CLASS 170 TO AS 2008.
- COVER AGGREGATE SHALL BE SPREAD IMMEDIATELY AFTER SPRAYING OF BINDER. IN NO CASE SHALL SPREADING BE DELAYED MORE THAN 8 MINUTES.
- ALL SPRAY RECORDS AND AGGREGATE SUPPLY TONNAGE AND LOOSE MATTER IF APPROVED BY THE SUPERINTENDENT, ALL DEPRESSIONS RECEIPTS SHALL BE RETAINED AND PASSED ONTO THE SUPERINTENDENT AS PART OF THE QUALITY ASSURANCE PROCEDURES.
- AGGREGATES SHALL BE DELIVERED UNIFORMLY PRECOATED, EXCESSIVE PRECOATING WILL RENDER AGGREGATES UNSUITABLE AND WILL BE REJECTED. APPLICATION RATES SHALL BE IN THE RANGE OF 3-10 L/M<sup>2</sup> OF AGGREGATE AND THE PRECOATING AGENT SHALL BE COMPATIBLE WITH THE SEALING AGGREGATE TO BE USED.
- SEALING TO BE CARRIED OUT IN THE PRESENCE OF THE CONSULTANT ENGINEER.

APPLICATION RATES:	BINDER L/m <sup>2</sup>	COVER SIZE mm	AGGREGATE RATE m <sup>3</sup> /m <sup>2</sup>
FIRST SEAL	1	14	80
SECOND SEAL	0.5	7	160
SINGLE SEAL OR RESEAL	0.8	10	120

- RECORDS, ALL SPRAY RECORDS AND AGGREGATE SUPPLY TONNAGE RECEIPTS SHALL BE RETAINED AND PASSED ON TO THE CONSULTING ENGINEER AS PART OF THE QUALITY ASSURANCE PROCEDURES.
- GENERALLY FLUSH SEALING SHALL BE CARRIED OUT COMPLETE AND IN ACCORDANCE WITH THE RELEVANT R.T.A. STANDARD.

#### LINEMARKING NOTES

- THE WORK SHALL INCLUDE ALL LINE MARKING TO ROADS, HARDSTANDS, PATHS, CARPARKS AND THE TRAFFICABLE AREAS.
- THE PAVEMENT MARKING AND PAINT SHALL BE IN ACCORDANCE WITH AS 1742.2 AND THE RELEVANT LOCAL AND STATE AUTHORITY GUIDELINES.
- PAINT SHALL BE TYPE 3, CLASS A AND THE COLOUR SHALL BE WHITE AND NOT SUBJECT TO DISCOLOURATION BY BITUMEN FROM THE ROAD SURFACE. EACH LINE SHALL BE 80mm WIDE, UNO IN LEGEND. ALL PAINT SHALL BE APPLIED BY MECHANICAL SPRAYER.
- LINE MARKING SHALL BE SPOTTED OUT AND APPROVED PRIOR TO SPRAYING.
- PAINT SHALL BE APPLIED AT A WET THICKNESS OF BETWEEN 0.35mm TO 0.40mm.
- ALL EXISTING PAVEMENT MARKING WHICH IS LOCATED ON EXISTING PAVEMENT TO BE RETAINED SHALL BE REMOVED BY GRINDING WHERE THE EXISTING MARKINGS ARE MADE REDUNDANT BY THE PROPOSED WORKS.

#### SCHEDULE OF DRAWINGS

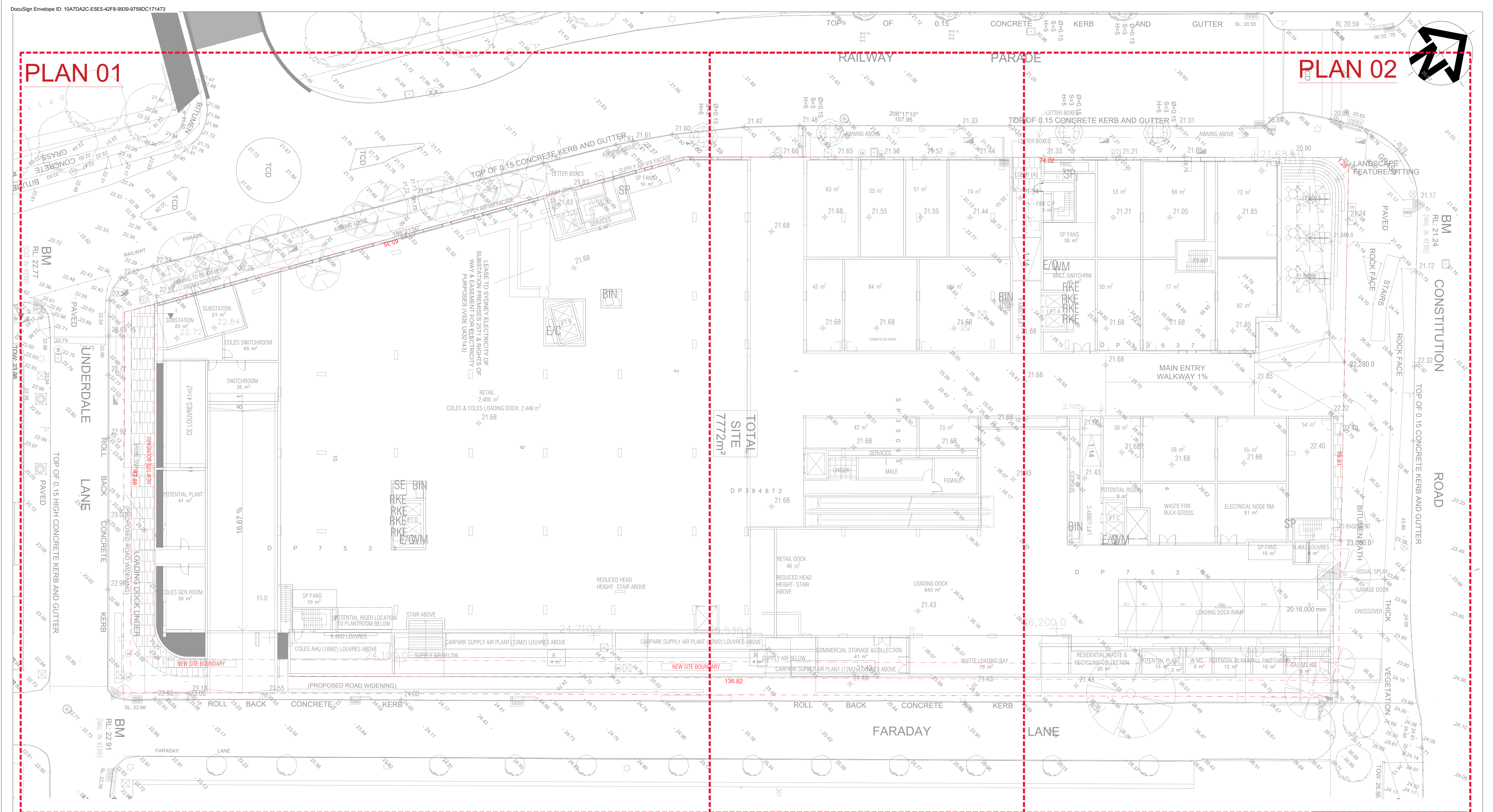
SHEET No	DESCRIPTION
COVER	GENERAL NOTES
CIV01	GENERAL ARRANGEMENT PLAN
CIV02	SERVICE AND UTILITY PLAN - PLAN01 (SHEET 1 OF 2)
CIV03	SERVICE AND UTILITY PLAN - PLAN01 (SHEET 2 OF 2)
CIV04	PUBLIC DOMAIN PLAN - PLAN01 (SHEET 1 OF 2)
CIV05	PUBLIC DOMAIN PLAN - PLAN01 (SHEET 2 OF 2)
CIV06	SWEPT PATH ANALYSIS
CIV07	PUBLIC DOMAIN ALIGNMENT CHAINAGE AND SPOT ELEVATION
CIV08	CUT AND FILL DETAILS
CIV09	UNDERDALE AND FARADAY LANE ROAD CENTRELINE LONG SECTION
CIV10	FARADAY LANE LIP OF GUTTER (LEFT) - LONGITUDINAL SECTION
CIV11	UNDERDALE LANE AND FARADAY LANE BOUNDARY LONG SECTION
CIV12	CROSS SECTIONS(SHEET 1 OF 5)
CIV13	CROSS SECTIONS(SHEET 2 OF 5)
CIV14	CROSS SECTIONS(SHEET 3 OF 5)
CIV15	CROSS SECTIONS(SHEET 4 OF 5)
CIV16	CROSS SECTIONS(SHEET 5 OF 5)
CIV17	COUNCIL STANDARD DRAWINGS - KERB RAMP AND PAVEMENT TYPE GRANITE
CIV18	COUNCIL STANDARD DRAWINGS - TREE PIT DETAIL AND TYPICAL PAVEMENT STRUCTURE LOCAL ROAD
CIV19	COUNCIL STANDARD DRAWINGS - HEAVY DUTY LAYBACK AND DRIVEWAY
CIV20	COUNCIL STANDARD DRAWINGS - RAISED PEDESTRIAN CROSSINGS TYPICAL SECTION
CIV21	TYPICAL DRAWING FOR SERVICE CONDUIT UNDER FOOTPATH



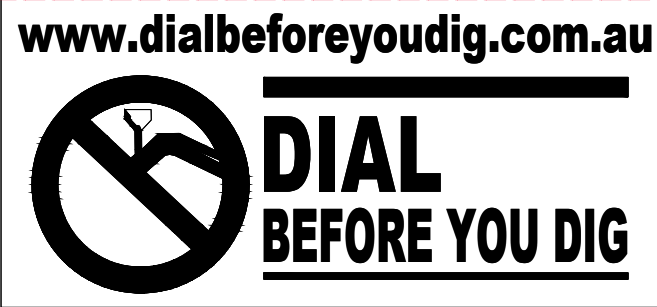
## ISSUE FOR DA APPROVAL

H	ISSUED FOR DA APPROVAL	04-05-2022		Phone: (02) 9745 5202	ARCHITECT <b>CURZON + PARTNERS</b> L 13, 234 GEORGE STREET SYDNEY NSW 2000 T: +61 87055475 CURZON AND PARTNERS PTY LTD ACN 649993377	PROJECT <b>PROPOSED DEVELOPMENT</b> 1-20 RAILWAY ROAD, MEADOWBANK	DRAWING TITLE <b>GENERAL NOTES</b>							
G	AMENDED AS PER COUNCIL MARKUP	28-04-2022		Fax: (02) 8004 7461			SCALES <b>AS SHOWN</b>	DESIGNED <b>DM</b>	DRAFTED <b>DM</b>					
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E	ISSUED FOR COUNCIL REVIEW	23-01-2022		Address: 4.03, 16 Railway Parade, Burwood NSW 2134			DRAWING NO. <b>A20022- COVER</b>	APPROVED <b>JM</b>	REVISION <b>H</b>					
D	ISSUED FOR COORDINATION	02-12-2021		Website: www.alphaengineering.com.au										
C	ISSUED FOR COORDINATION	29-11-2021		COPYRIGHT THIS DRAWING REMAINS THE PROPERTY OF ALPHA ENGINEERING & DEVELOPMENT AND MAY NOT BE ALTERED IN ANY WAY WITHOUT ALPHA ENGINEERING'S WRITTEN CONSENT										
B	ISSUED FOR COORDINATION	26-11-2021												
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GENERAL ARRANGEMENT PLAN  
SCALE 1:200 @ A1



ISSUE FOR DA APPROVAL

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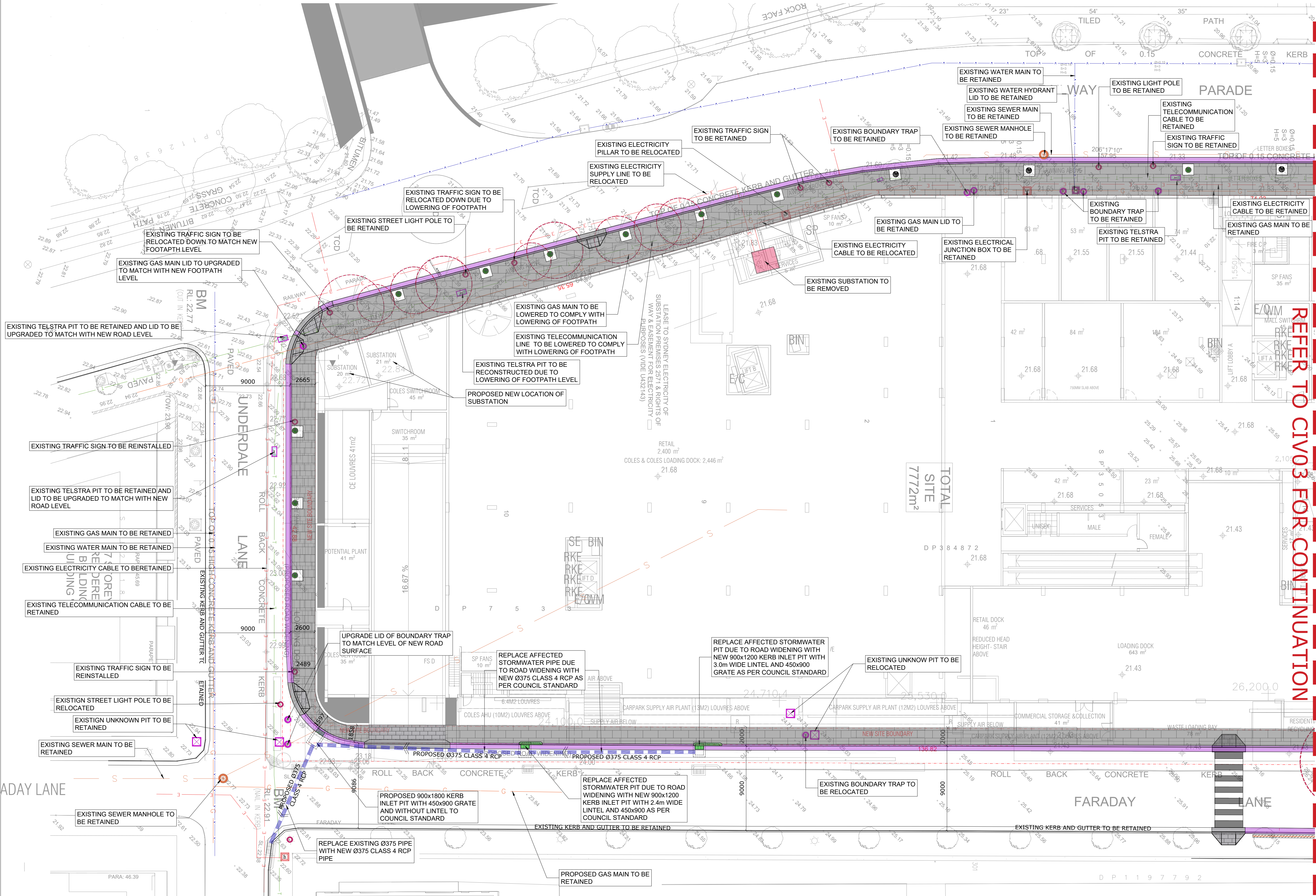
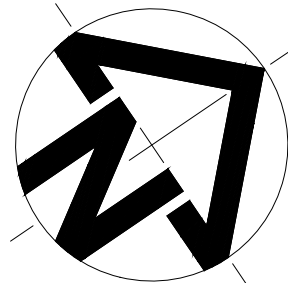
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PROJECT  
**PROPOSED DEVELOPMENT  
1-20 RAILWAY ROAD,  
MEADOWBANK**

DRAWING TITLE		
GENERAL ARRANGEMENT PLAN		
SCALES AS SHOWN	DESIGNED DM	DRAFTED DM
DRAWING NO. A20022- CIV01	APPROVED JM	REVISION H





LEGENDS

	GAS MAIN AS PER DBYD
	TELECOM CABLE AS PER DBYD
	SEWER MAIN
	WATER MAIN AS PER DBYD
	ELECTRICITY MAIN (DBYD)
	TELE COMMUNICATION PIT
	GAS MAIN INSPECTION LID
	WATER HYDRANT LID
	STREET LIGHT POLE
	POWER POLE
	TRAFFIC SIGN
	SEWER MANHOLE
	ELECTRICAL JUNCTION BOX
	ELECTRICAL PILLAR
	UNKNOWN PIT
	TRAFFIC LIGHT POLE
	PEDESTRIAN LIGHT POLE

LEGENDS ON TREES

	PROPOSED NEW TREE WITH TREE PIT AND TREE GRATE SURROUNDED BY GRANITE BANDING
	TREE TO BE REMOVED
	EXISTING TREE TO BE RETAINED

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SERVICE AND UTILITY PLAN - PLAN 01

SCALE 1:200 @ A1

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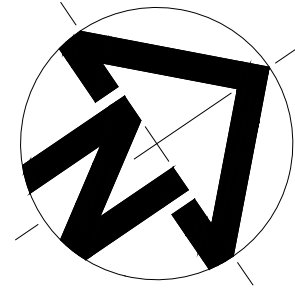
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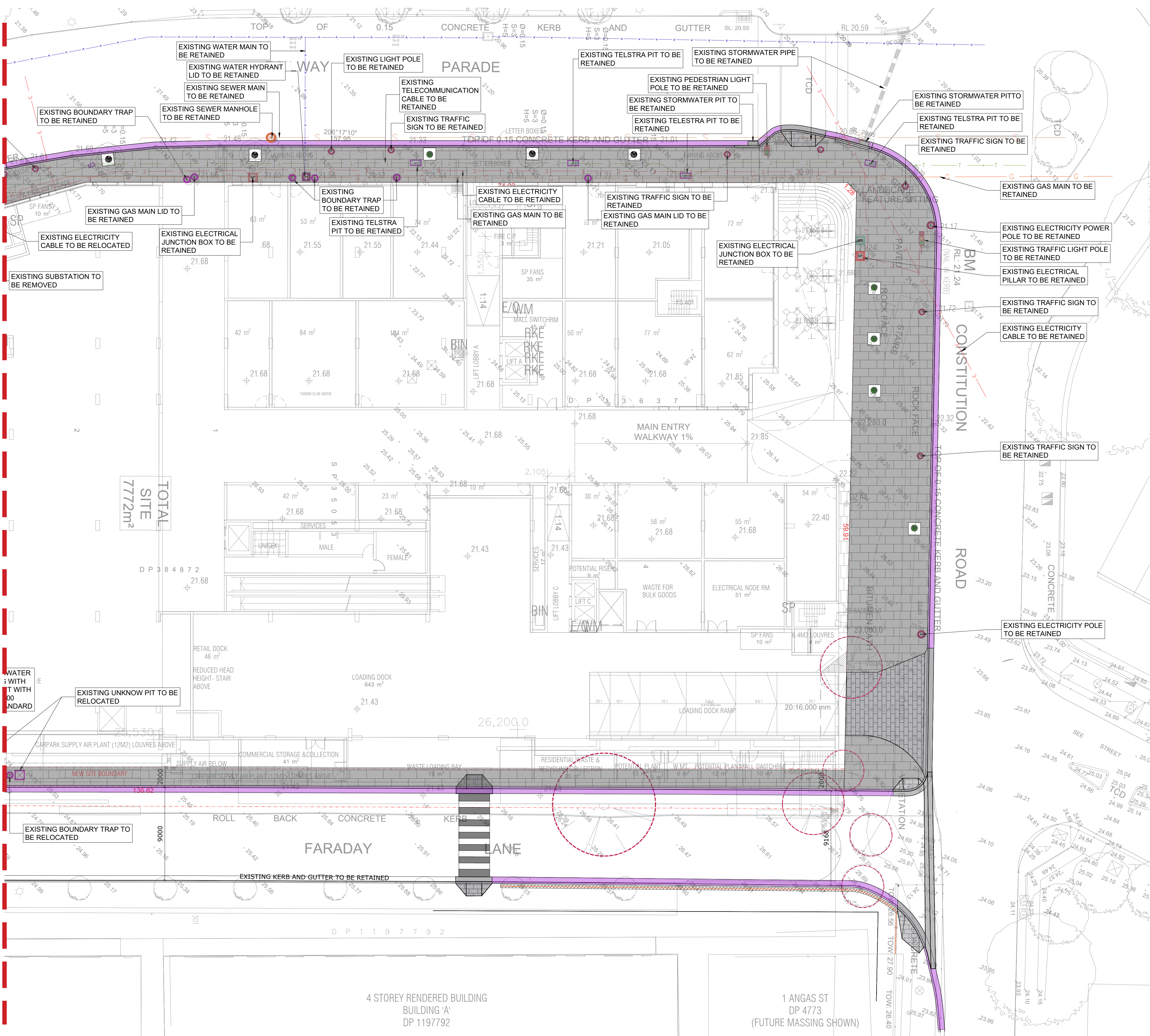
PROJECT  
**PROPOSED DEVELOPMENT**  
1-20 RAILWAY ROAD,  
MEADOWBANK

DRAWING TITLE		
SERVICE AND UTILITY PLAN - PLAN01 (SHEET 1 OF 2)		
SCALES AS SHOWN	DESIGNED DM	DRAFTED DM
DRAWING NO. A20022- CIV02	APPROVED JM	REVISION H





REFER TO CIV02 FOR CONTINUATION



LEGENDS

	GAS MAIN AS PER DBYD
	TELECOM CABLE AS PER DBYD
	SEWER MAIN
	WATER MAIN AS PER DBYD
	ELECTRICITY MAIN (DBYD)
	TELE COMMUNICATION PIT
	GAS MAIN INSPECTION LID
	WATER HYDRANT LID
	STREET LIGHT POLE
	POWER POLE
	TRAFFIC SIGN
	SEWER MANHOLE
	ELECTRICAL JUNCTION BOX
	ELECTRICAL PILLAR
	UNKNOWN PIT
	TRAFFIC LIGHT POLE
	PEDESTRIAN LIGHT POLE

LEGENDS ON TREES

	PROPOSED NEW TREE WITH TREE PIT AND TREE GRATE SURROUNDED BY GRANITE BANDING
	TREE TO BE REMOVED
	EXISTING TREE TO BE RETAINED



SERVICE AND UTILITY PLAN - PLAN 02

SCALE 1:200 @ A1

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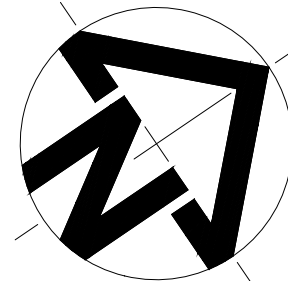
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PROJECT  
**PROPOSED DEVELOPMENT  
1-20 RAILWAY ROAD,  
MEADOWBANK**

DRAWING TITLE		
SERVICE AND UTILITY PLAN - PLAN02 (SHEET 2 OF 2)		
SCALES AS SHOWN	DESIGNED DM	DRAFTED DM
DRAWING NO. A20022- CIV03	APPROVED JM	REVISION H





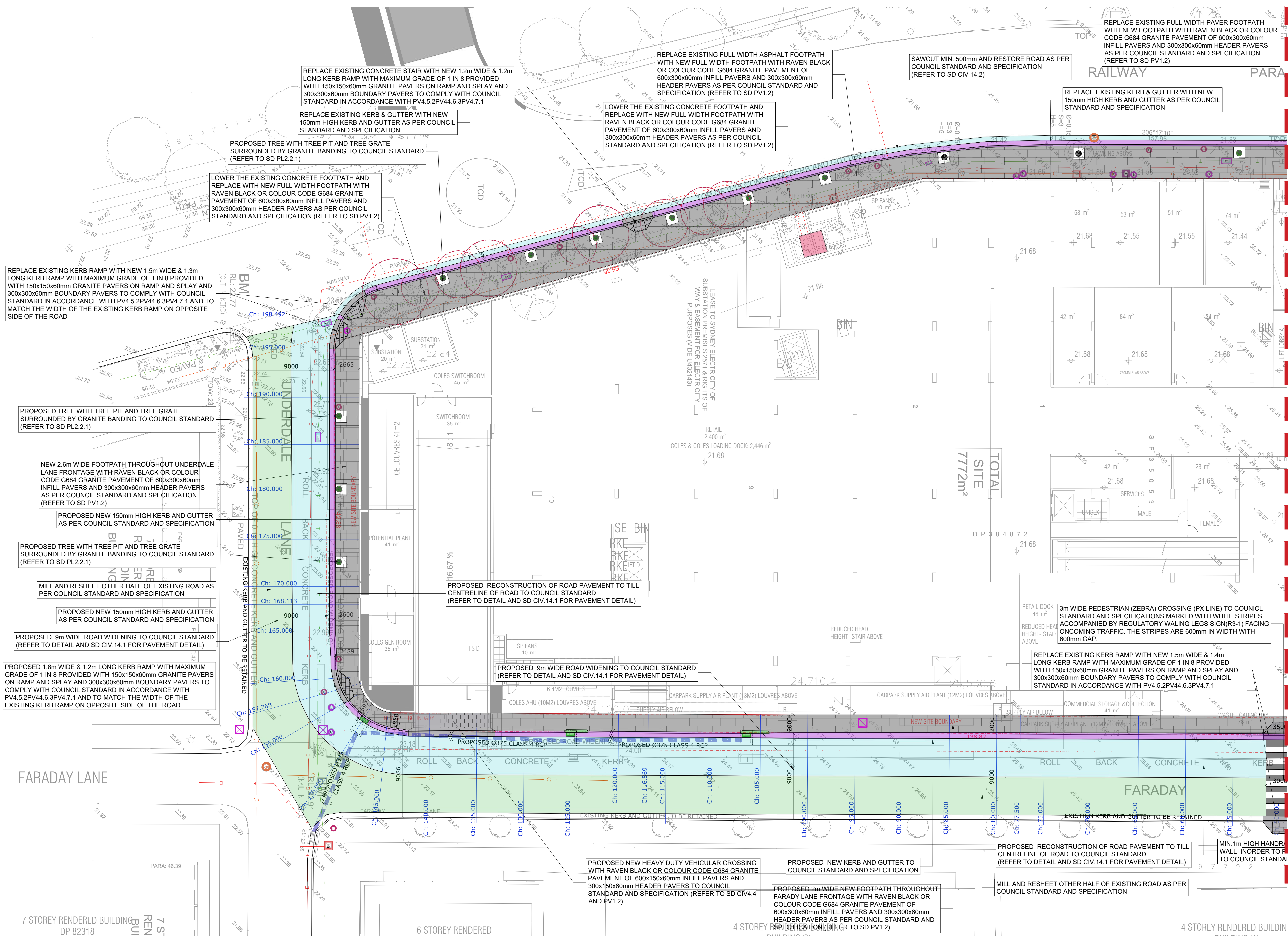
LEGENDS

	GAS MAIN AS PER DBYD
	TELECOM CABLE AS PER DBYD
	SEWER MAIN
	WATER MAIN AS PER DBYD
	ELECTRICITY MAIN (DBYD)
	TELE COMMUNICATION PIT
	GAS MAIN INSPECTION LID
	WATER HYDRANT LID
	STREET LIGHT POLE
	POWER POLE
	TRAFFIC SIGN
	SEWER MANHOLE
	ELECTRICAL JUNCTION BOX
	ELECTRICAL PILLAR
	UNKNOWN PIT
	TRAFFIC LIGHT POLE
	PEDESTRIAN LIGHT POLE

LEGENDS ON TREES

	PROPOSED NEW TREE WITH TREE PIT AND TREE GRATE SURROUNDED BY GRANITE BANDING
	TREE TO BE REMOVED
	EXISTING TREE TO BE RETAINED

REFER TO CIV05 FOR CONTINUATION



PUBLIC DOMAIN PLAN - PLAN 01

SCALE 1:200 @ A1

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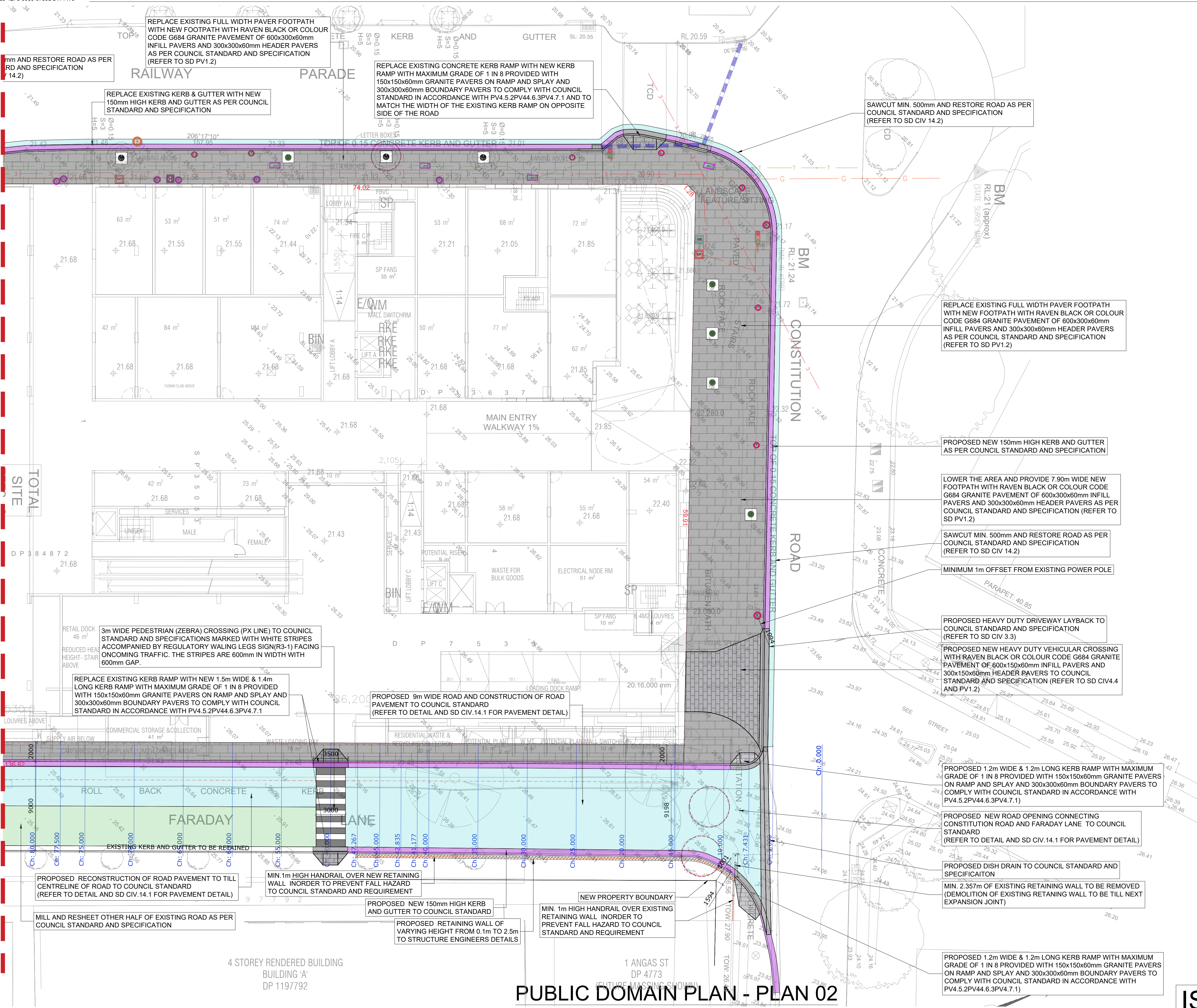
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PROJECT  
**PROPOSED DEVELOPMENT  
1-20 RAILWAY ROAD,  
MEADOWBANK**

DRAWING TITLE <b>PUBLIC DOMAIN PLAN - PLAN01 (SHEET 1 OF 2)</b>		
SCALES <b>AS SHOWN</b>	DESIGNED <b>DM</b>	DRAFTED <b>DM</b>
DRAWING NO. <b>A20022- CIV04</b>	APPROVED <b>JM</b>	REVISION <b>H</b>

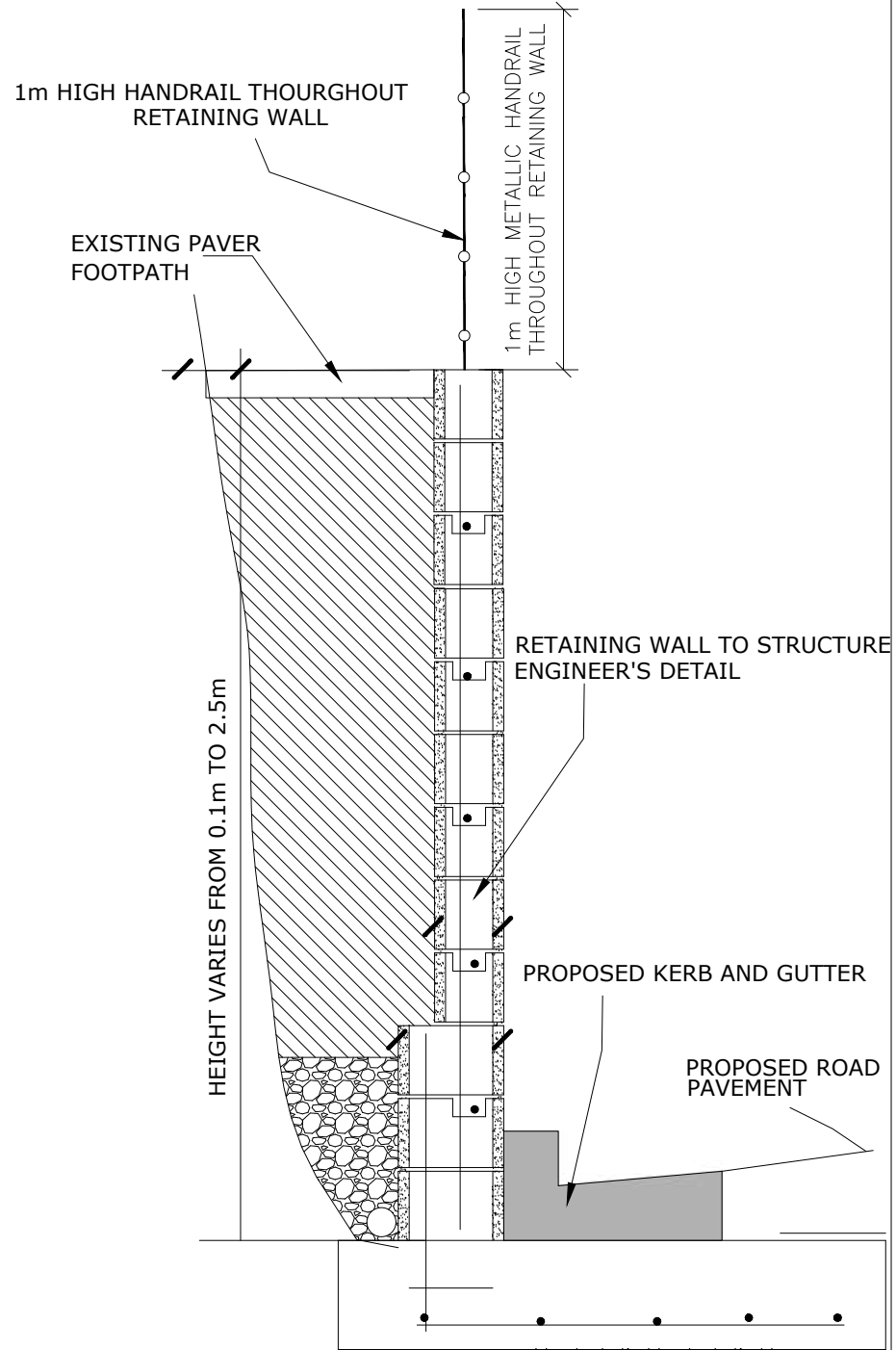


REFER TO CIV04 FOR CONTINUATION



LEGENDS	
	GAS MAIN AS PER DBYD
	TELECOM CABLE AS PER DBYD
	SEWER MAIN
	WATER MAIN AS PER DBYD
	ELECTRICITY MAIN (DBYD)
	TELE COMMUNICATION PIT
	GAS MAIN INSPECTION LID
	WATER HYDRANT LID
	STREET LIGHT POLE
	POWER POLE
	TRAFFIC SIGN
	SEWER MANHOLE
	ELECTRICAL JUNCTION BOX
	ELECIRICAL PILLAR
	UNKNOWN PIT
	TRAFFIC LIGHT POLE
	PEDESTRIAN LIGHT POLE

LEGENDS ON TREES	
	PROPOSED NEW TREE WITH TREE PIT AND TREE GRATE SURROUNDED BY GRANITE BANDING
	TREE TO BE REMOVED
	EXISTING TREE TO BE RETAINED



TYPICAL RETAINING WALL SECTION

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Phone: (02) 9745 5202  
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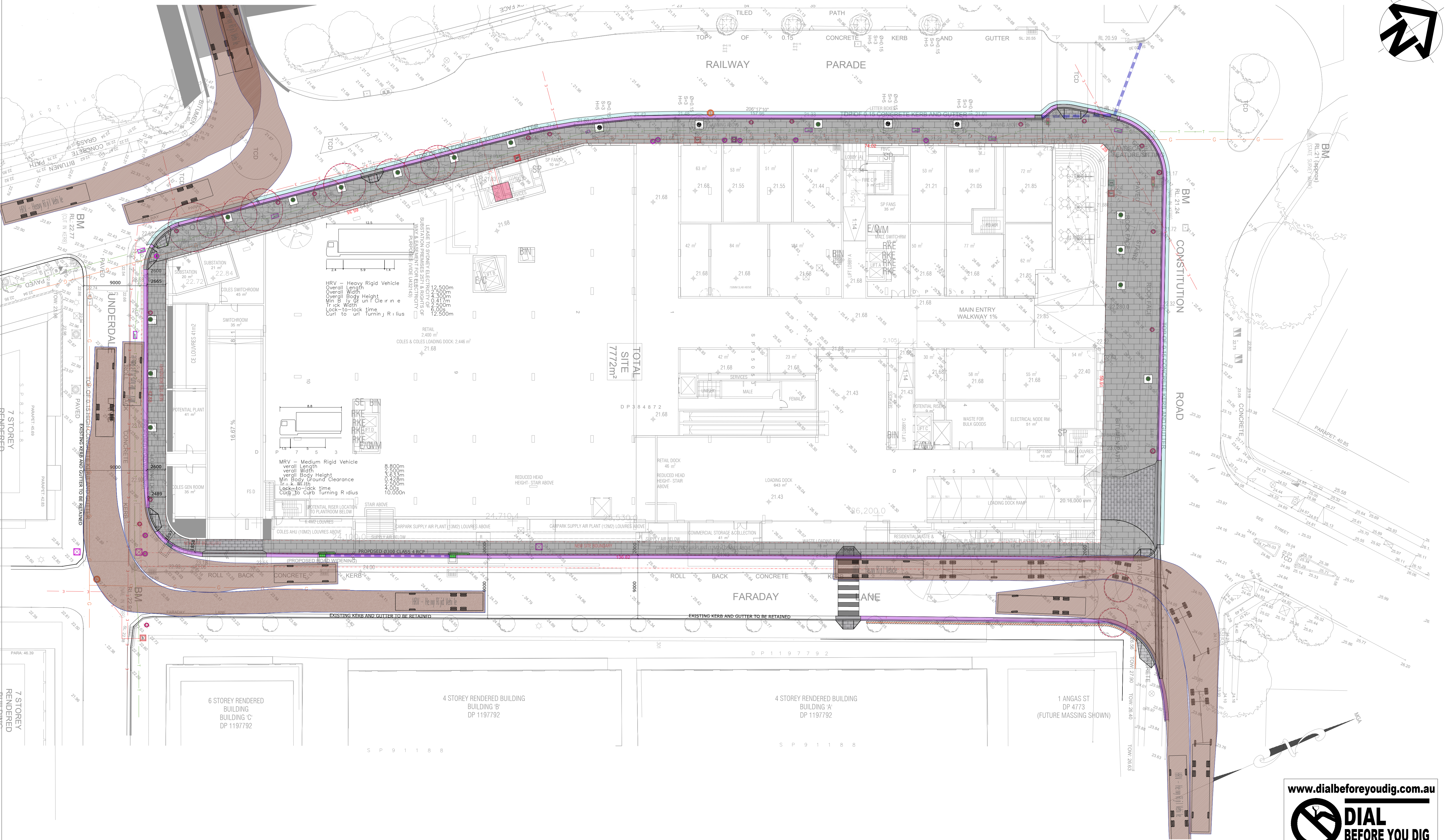
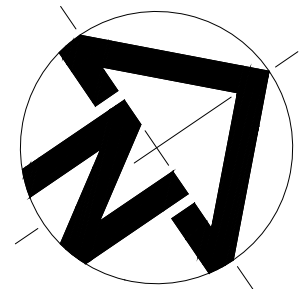
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PROJECT

**PROPOSED DEVELOPMENT**  
1-20 RAILWAY ROAD,  
MEADOWBANK

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PUBLIC DOMAIN PLAN - PLAN02 (SHEET 2 OF 2)		
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## SWEPT PATH ANALYSIS

SCALE 1:250 @ A1

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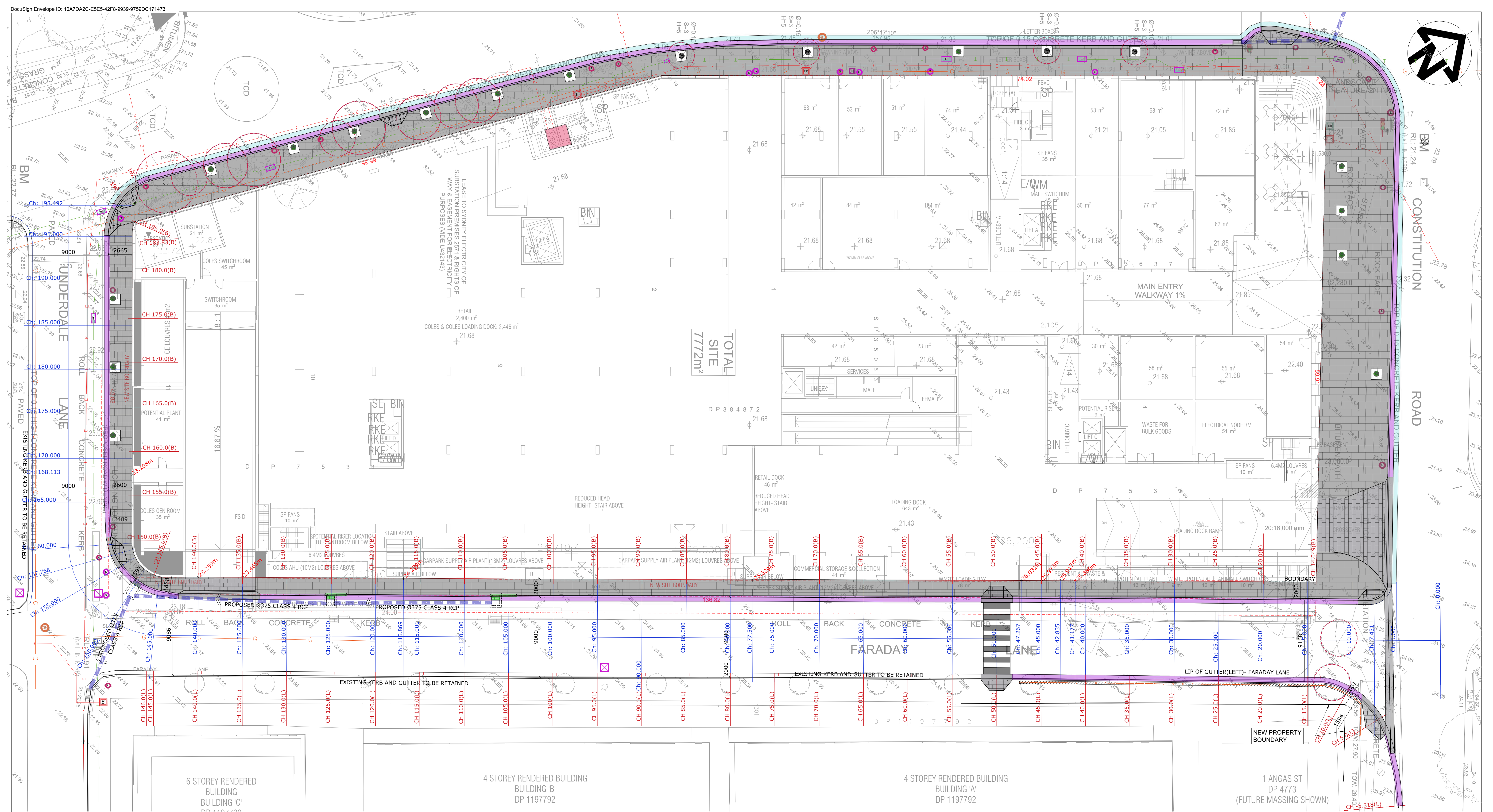
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PROJECT  
**PROPOSED DEVELOPMENT  
1-20 RAILWAY ROAD,  
MEADOWBANK**

DRAWING TITLE  
**SWEPT PATH ANALYSIS**

SCALES AS SHOWN	DESIGNED DM	DRAFTED DM
DRAWING NO. A20022- CIV06	APPROVED JM	REVISION H





PUBLIC DOMAIN ALIGNMENT CHAINAGE AND SPOT ELEVATION

SCALE 1:200 @ A1

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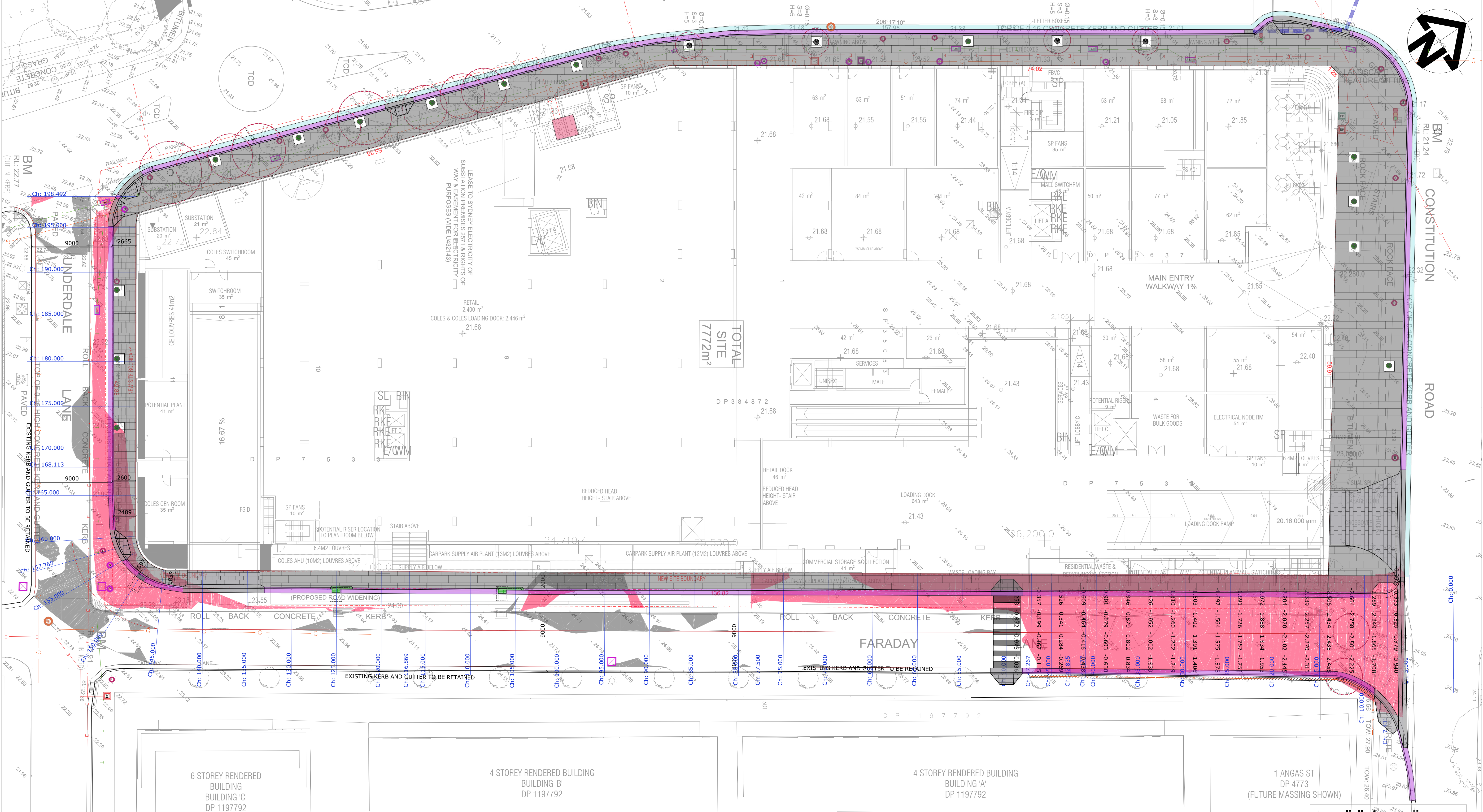
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PROJECT  
**PROPOSED DEVELOPMENT  
1-20 RAILWAY ROAD,  
MEADOWBANK**

DRAWING TITLE  
**PUBLIC DOMAIN ALIGNMENT CHAINAGE  
AND SPOT ELEVATION**

SCALES AS SHOWN	DESIGNED DM	DRAFTED DM
DRAWING NO. A20022- CIV07	APPROVED JM	REVISION H





## CUT AND FILL ANALYSIS

SCALE 1:200 @ A1

### Cut/Fill Summary

Name	Cut Factor	Fill Factor	2D Area	Cut	Fill	Net
Surface1	1.000	1.000	1797.271sq.m	719.978 Cu. M.	2.902 Cu. M.	717.076 Cu. M.<Cut>
Totals			1797.271sq.m	719.978 Cu. M.	2.902 Cu. M.	717.076 Cu. M.<Cut>

Surface Analysis: Elevation Ranges				
Number	Color	Minimum Elevation (m)	Maximum Elevation (m)	REMARKS
1		-2.918	-0.100	CUT
2		0.000	0.200	FILL

SPOT ELEVATION DENOTES CUT/FILL

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ISSUE FOR DA APPROVAL

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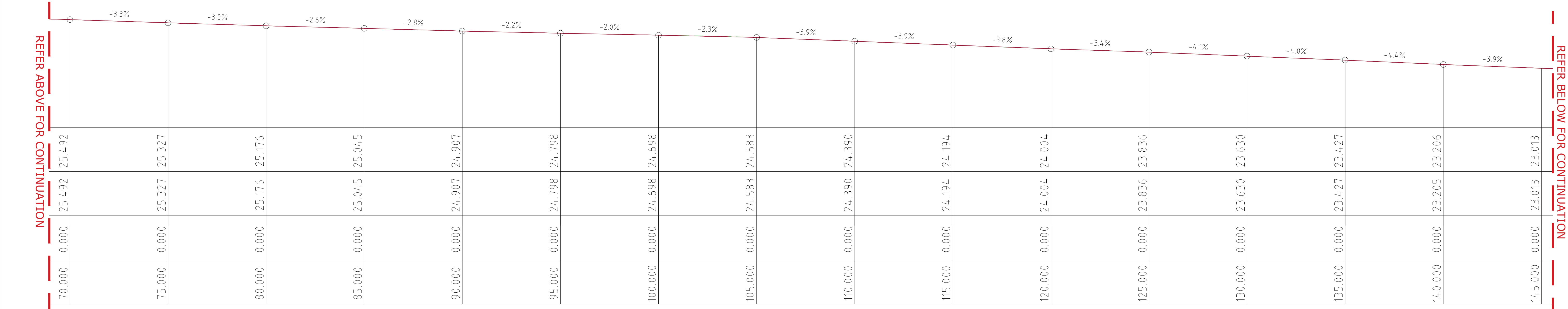
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PROJECT  
**PROPOSED DEVELOPMENT**  
**1-20 RAILWAY ROAD,**  
**MEADOWBANK**

DRAWING TITLE  
**CUT AND FILL DETAILS**

SCALES AS SHOWN	DESIGNED DM	DRAFTED DM
DRAWING NO. A20022- CIV08	APPROVED JM	REVISION H

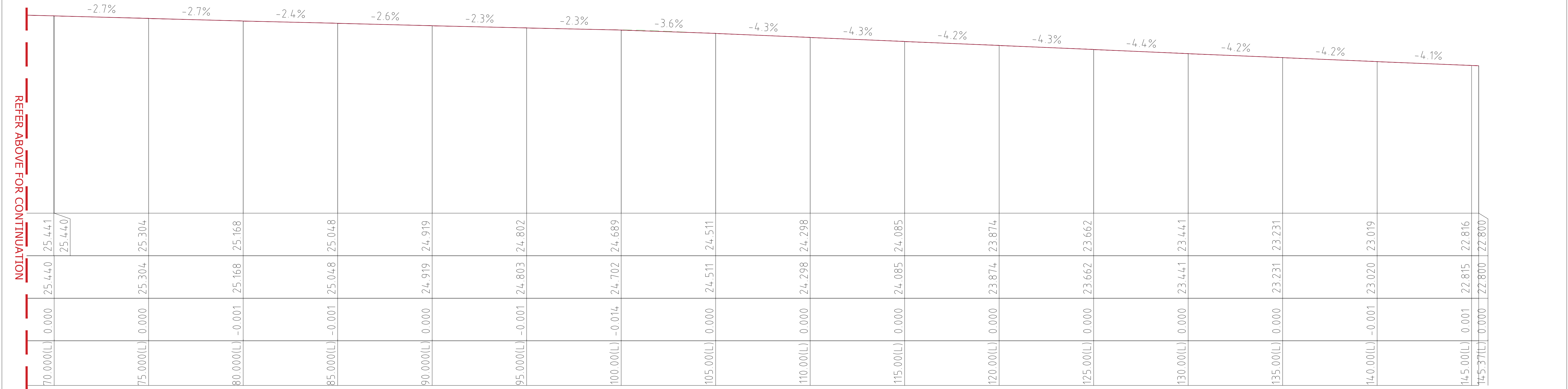
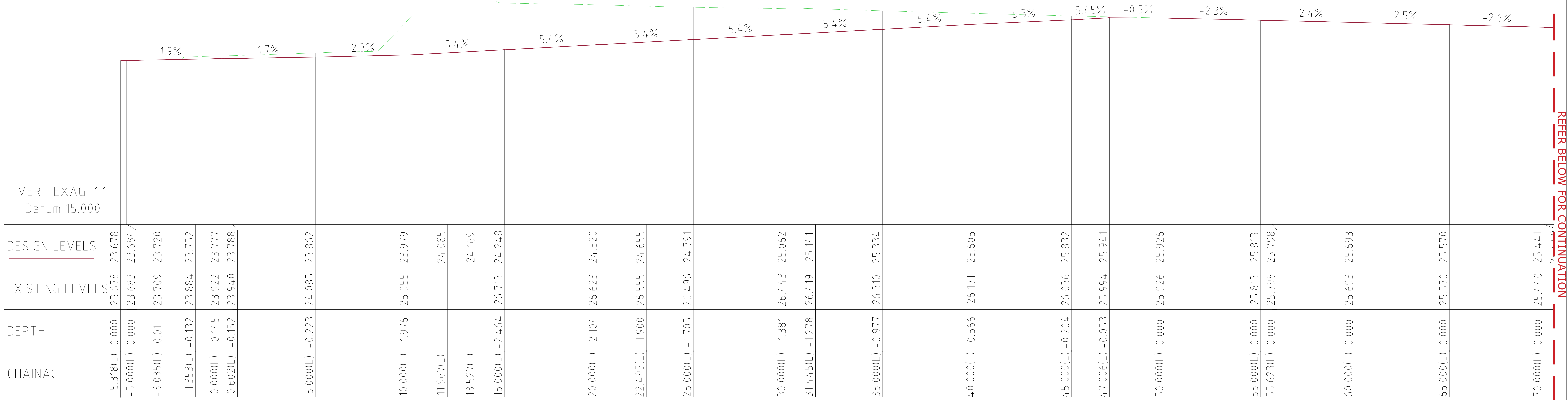




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G	AMENDED AS PER COUNCIL MARKUP	28-04-2022					UNDERDALE AND FARADAY LANE ROAD		
F	ISSUED FOR DA APPROVAL	28-01-2022					CENTRELINE LONG SECTION		
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REVISION	AMENDMENT	ISSUE DATE							





FARADAY LANE LIP OF GUTTER (LEFT) - LONGITUDINAL SECTION

SCALE 1:100 @ A1

H	ISSUED FOR DA APPROVAL	04-05-2022		Phone: (02) 9745 5202 Fax: (02) 8004 7461 Email: Info@alphaengineering.com.au Address: 4.03, 16 Railway Parade, Burwood NSW 2134 Website: www.alphaengineering.com.au  COPYRIGHT THIS DRAWING REMAINS THE PROPERTY OF ALPHA ENGINEERING & DEVELOPMENT & MAY NOT BE ALTERED IN ANY WAY WITHOUT ALPHA ENGINEERING'S WRITTEN CONSENT	ARCHITECT  <b>CURZON + PARTNERS</b> L 13, 234 GEORGE STREET SYDNEY NSW 2000 T: +61 87055475 CURZON AND PARTNERS PTY LTD ACN 649993377	PROJECT  PROPOSED DEVELOPMENT 1-20 RAILWAY ROAD, MEADOWBANK	DRAWING TITLE		
G	AMENDED AS PER COUNCIL MARKUP	28-04-2022					FARADAY LANE LIP OF GUTTER (LEFT) - LONGITUDINAL SECTION		
F	ISSUED FOR DA APPROVAL	28-01-2022							
E	ISSUED FOR COUNCIL REVIEW	23-01-2022							
D	ISSUED FOR COORDINATION	02-12-2021							
C	ISSUED FOR COORDINATION	29-11-2021							
B	ISSUED FOR COORDINATION	26-11-2021							
A	ISSUED FOR COORDINATION	24-11-2021							
REVISION	AMENDMENT	ISSUE DATE							





**ALPHA**  
ENGINEERING & DEVELOPMENT

Phone: (02) 9745 5202  
Fax: (02) 8004 7461  
Email: [Info@alphaengineering.com.au](mailto:Info@alphaengineering.com.au)  
Address: 4.03, 16 Railway Parade,  
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ARCHITECT

**CURZON + PARTNERS**  
L 13, 234 GEORGE STREET  
SYDNEY NSW 2000  
T: +61 87055475  
CURZON AND PARTNERS PTY LTD ACN 649993377

PROJECT  
PROPOSED DEVELOPMENT  
1-20 RAILWAY ROAD,  
MEADOWBANK

DRAWING TITLE

UNDERDALE LANE AND FARADAY LANE  
BOUNDARY LONG SECTION

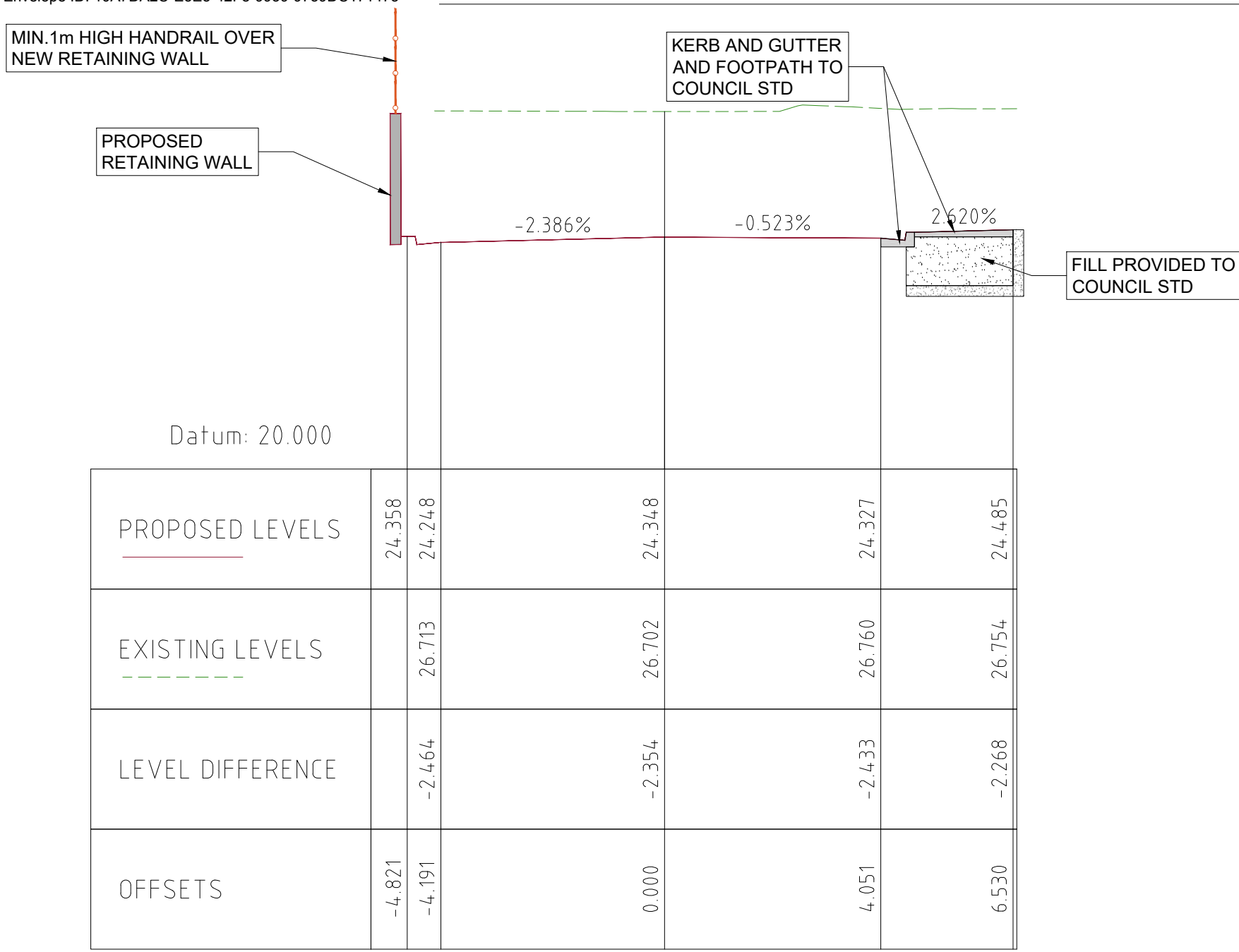
<p>SCALES AS SHOWN</p>	<p>DESIGNED DM</p>	<p>DRAFTED DM</p>
<p>DRAWING NO. A20022- CIV11</p>	<p>APPROVED JM</p>	<p>REVISION H</p>



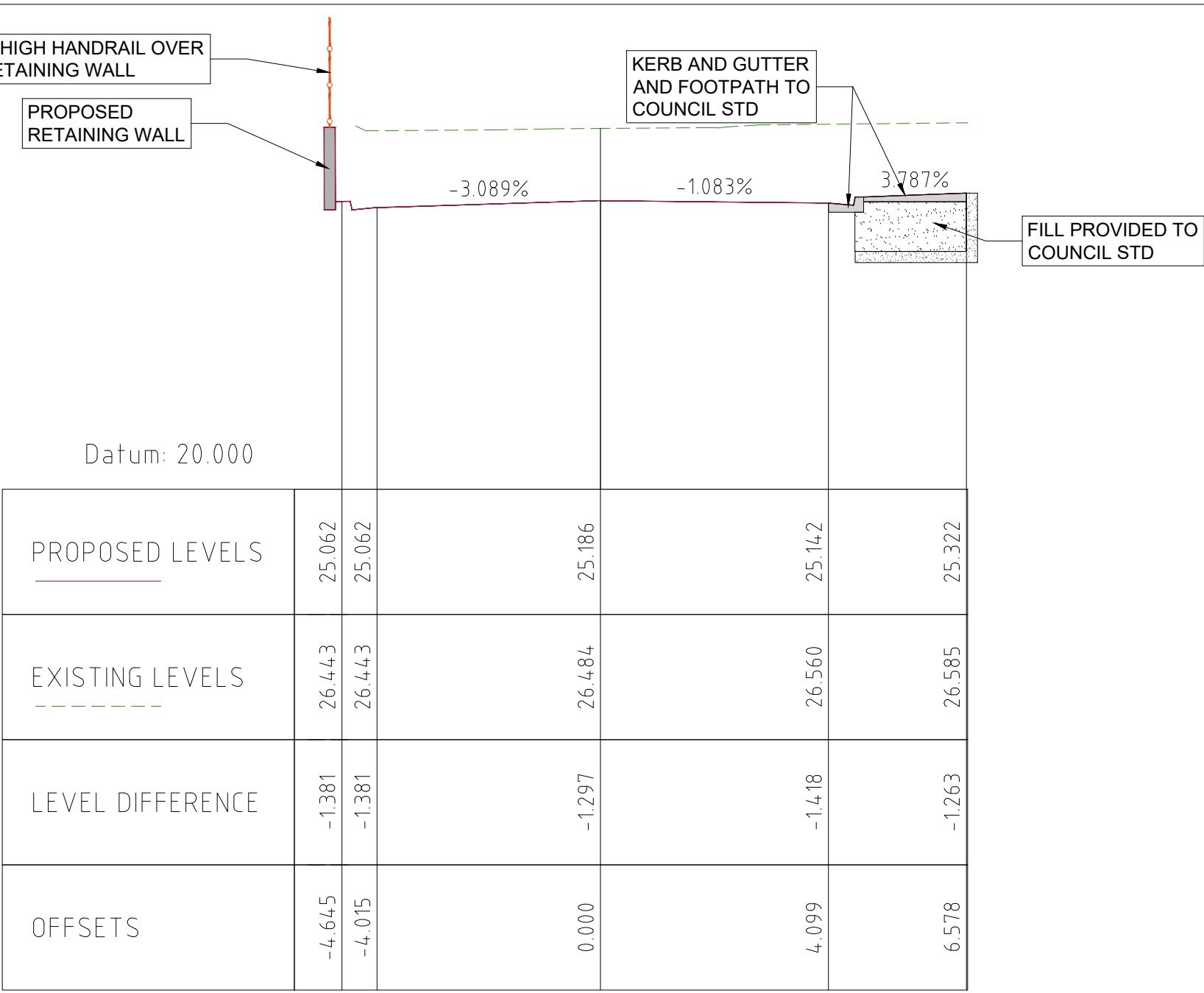
## UNDERDALE AND FARADAY LANE BOUNDARY - LONGITUDINAL SECTION

SCALE 1:100 @ A1

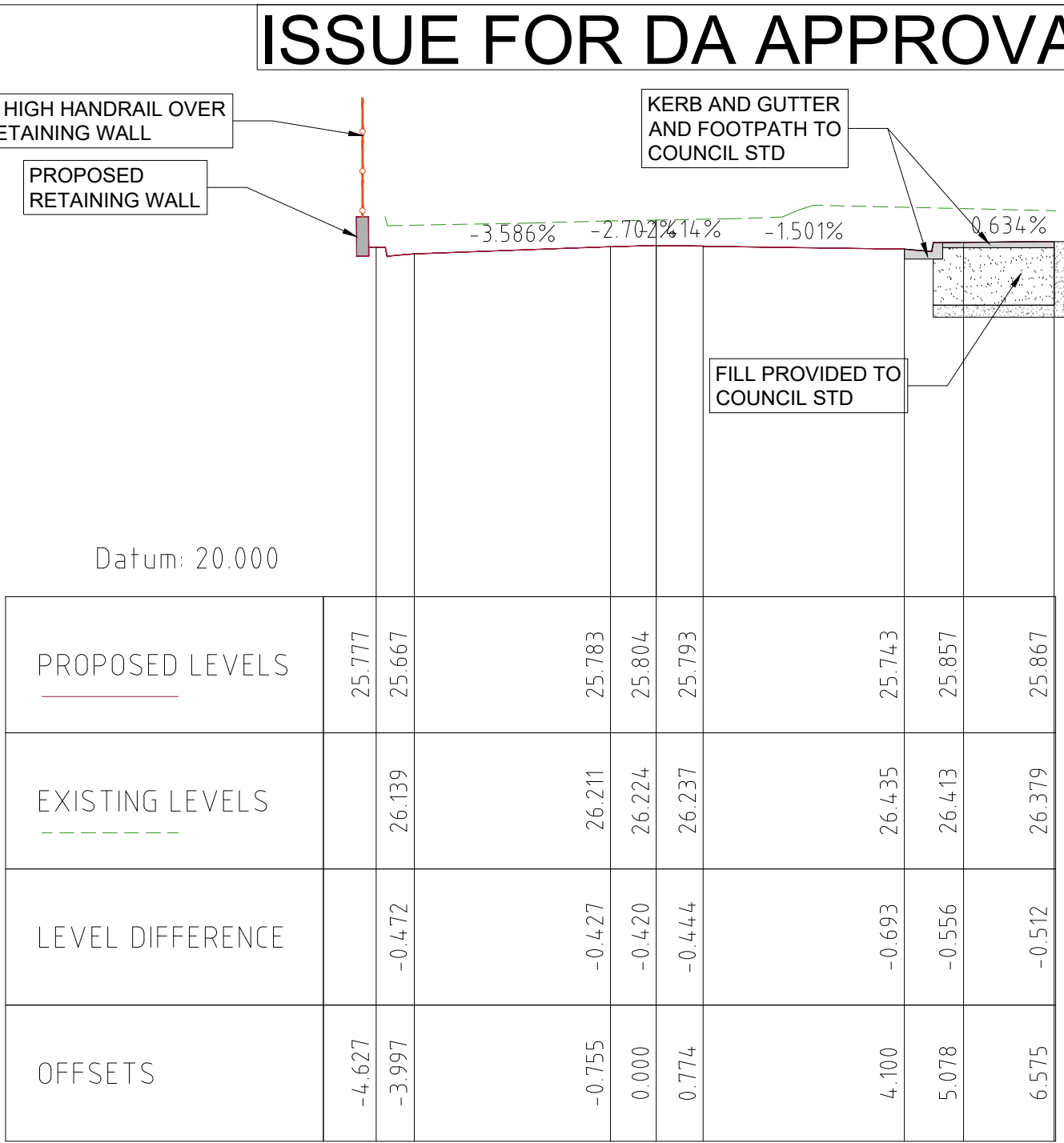
# ISSUE FOR DA APPROVAL



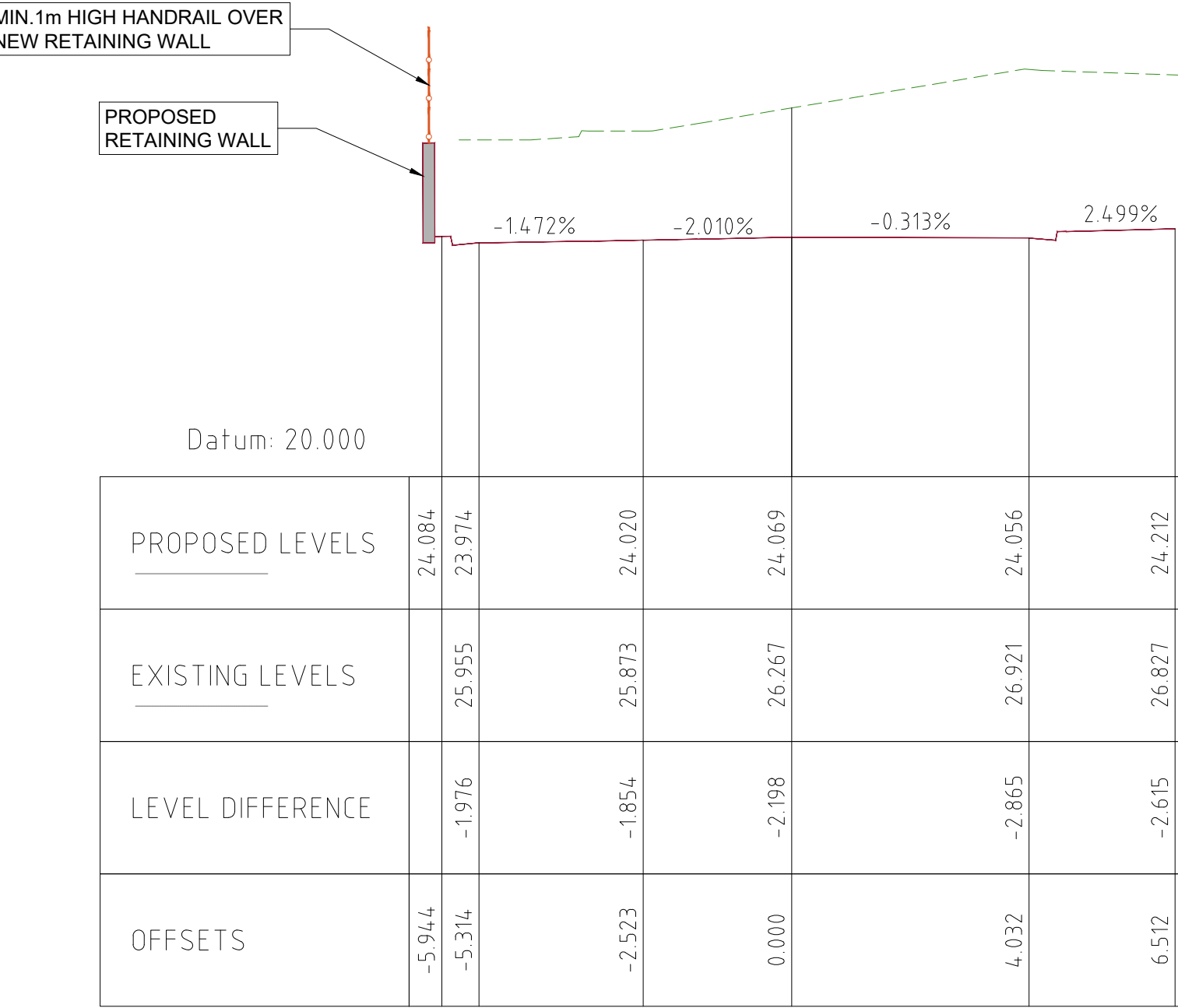
Chainage 15.000



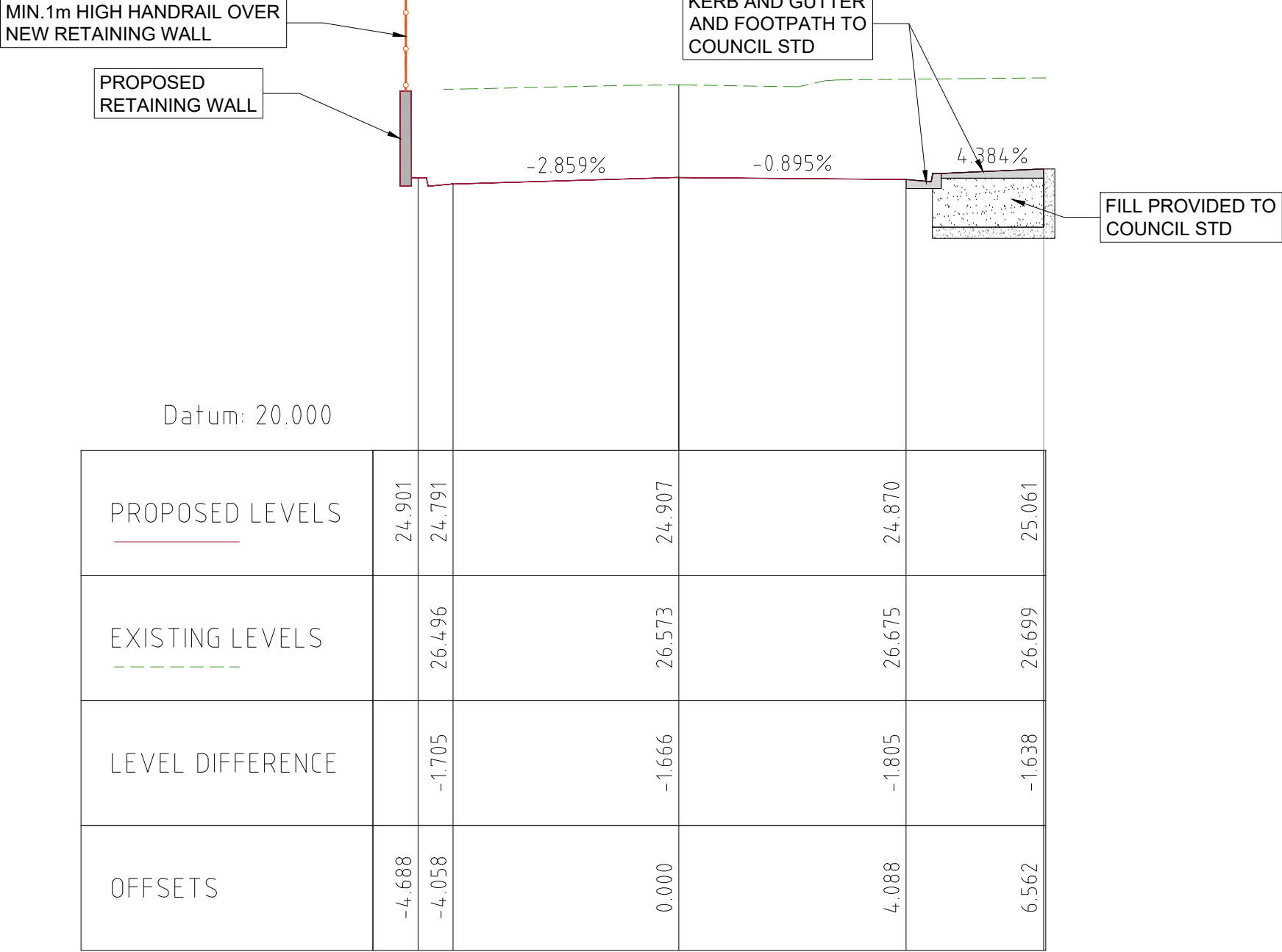
Chainage 30.000



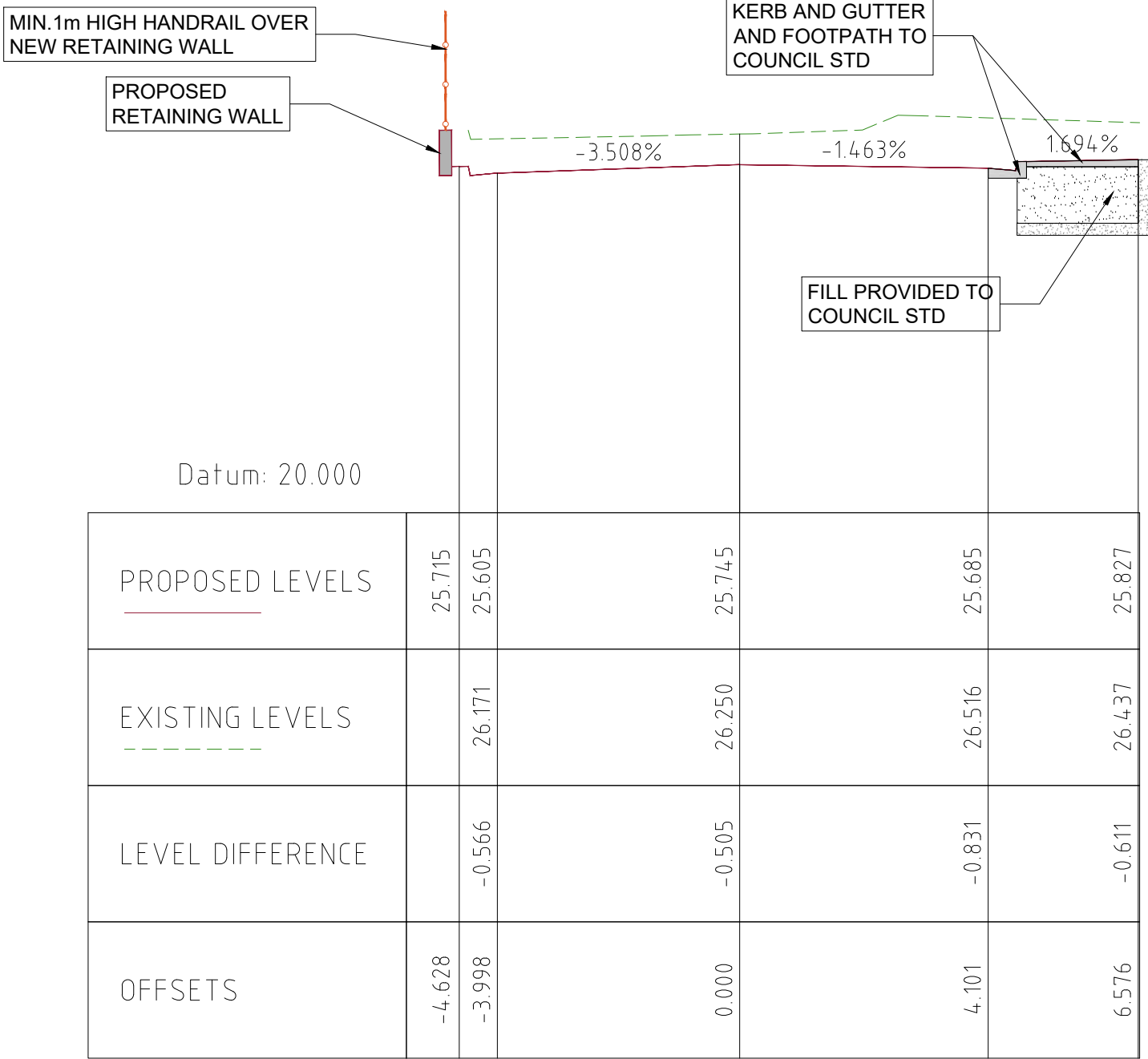
Chainage 41.177



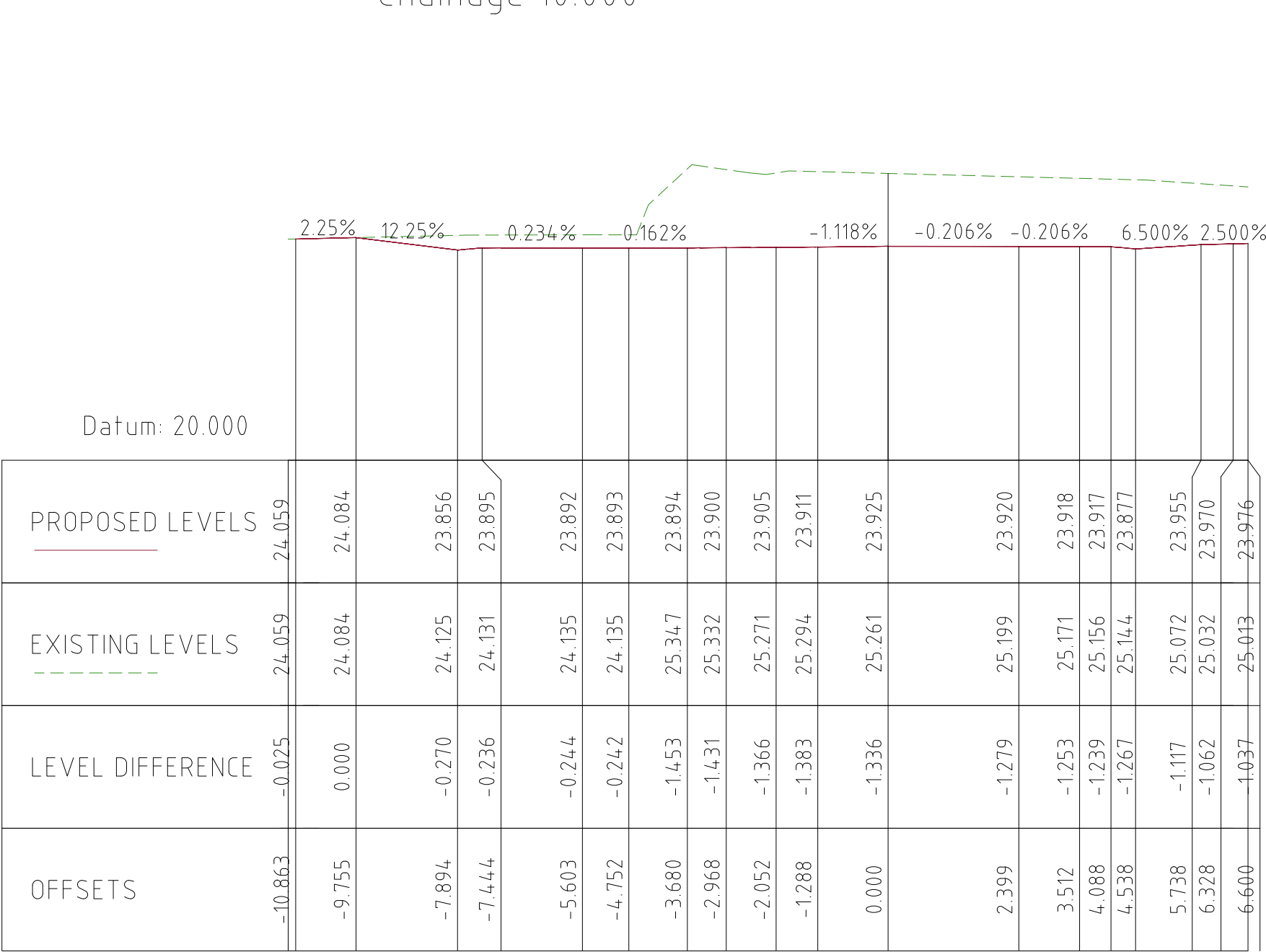
Chainage 10.000



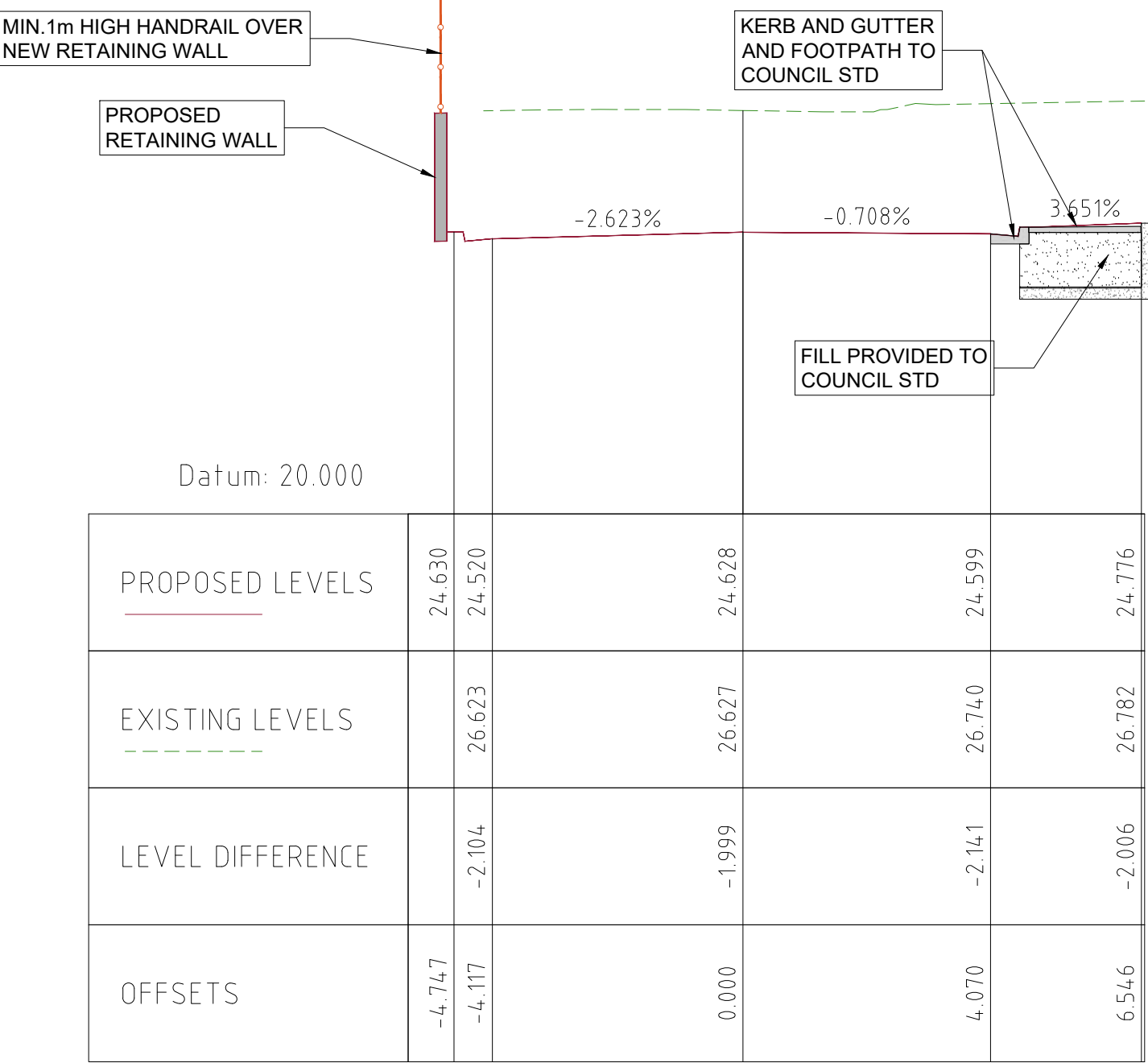
Chainage 25.000



Chainage 40.000



Chainage 07.431



Chainage 20.000

## CROSS SECTIONS

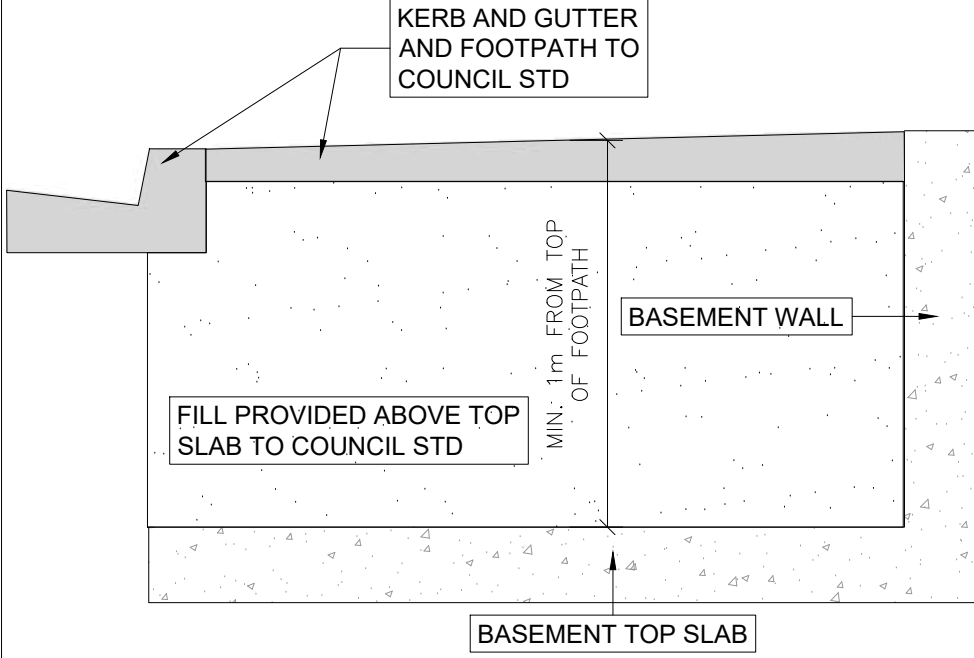
SCALE 1:100 @ A1

## ISSUE FOR DA APPROVAL

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NOTE:  
AREA TO BE REGISTERED IN STRATA AS COUNCIL PROPERTY UPTO DEPTH OF MINIMUM 1m ABOVE TOP SLAB OF BASEMENT SLAB IN FARADAY LANE IS INORDER TO SUPPORT STRUCTURE AND CIVIL DESIGN OF BUILDING.



### TYPICAL SECTION OF FOOTPATH ABOVE BASEMENT SLAB IN FARADAY LANE

SCALE 1:20 @ A1

H	ISSUED FOR DA APPROVAL	04-05-2022	
G	AMENDED AS PER COUNCIL MARKUP	28-04-2022	
F	ISSUED FOR DA APPROVAL	28-01-2022	
E	ISSUED FOR COUNCIL REVIEW	23-01-2022	
D	ISSUED FOR COORDINATION	02-12-2021	
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B	ISSUED FOR COORDINATION	26-11-2021	
A	ISSUED FOR COORDINATION	24-11-2021	
REV	AMENDMENT	ISSUE DATE	ISSUE



Phone: (02) 9745 5202  
Fax: (02) 8004 7461  
Email: Info@alphaengineering.com.au  
Address: 4.03, 16 Railway Parade,  
Burwood NSW 2134  
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CURZON AND PARTNERS PTY LTD ACN 649993377

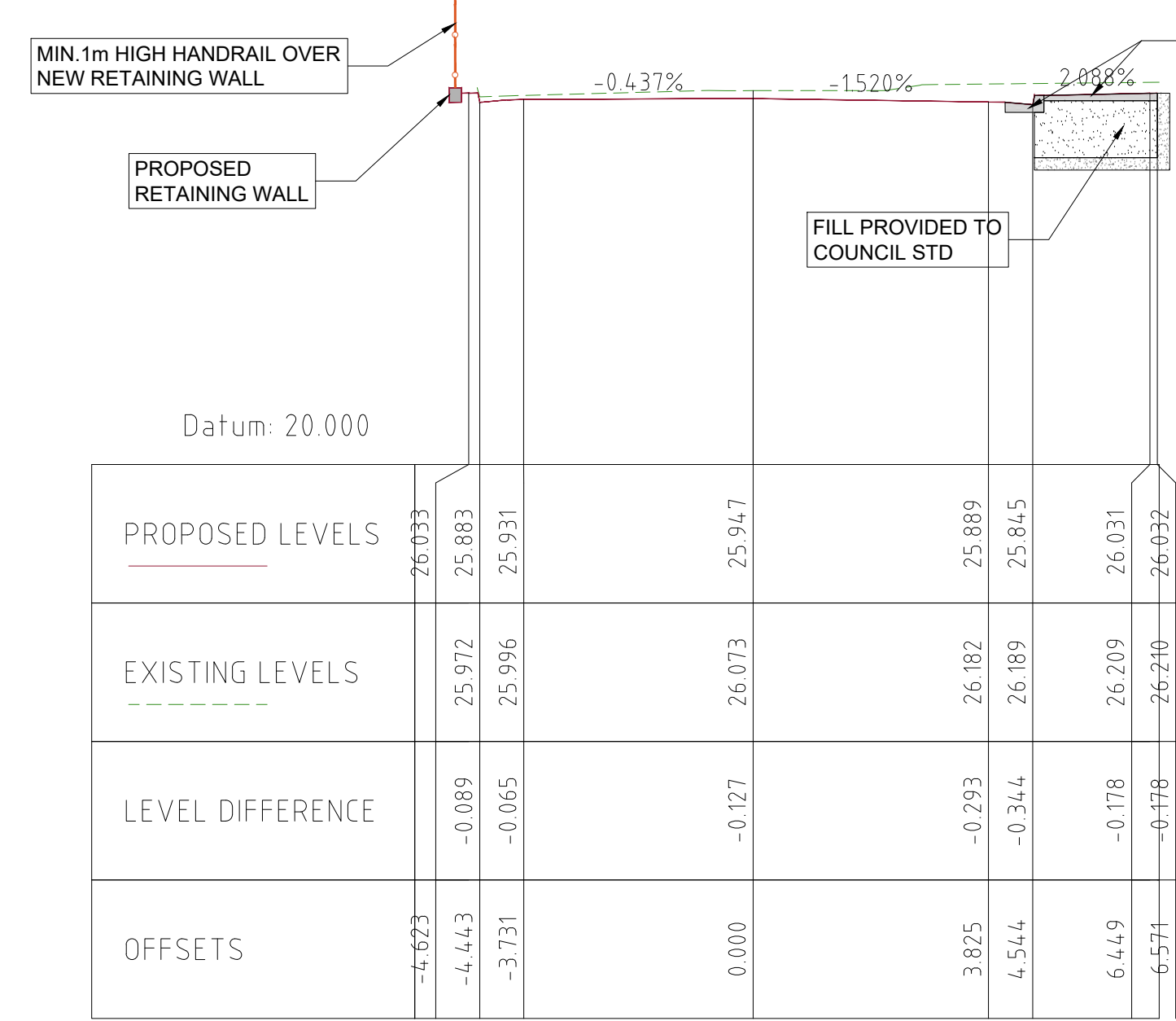
#### PROJECT

PROPOSED DEVELOPMENT  
1-20 RAILWAY ROAD,  
MEADOWBANK

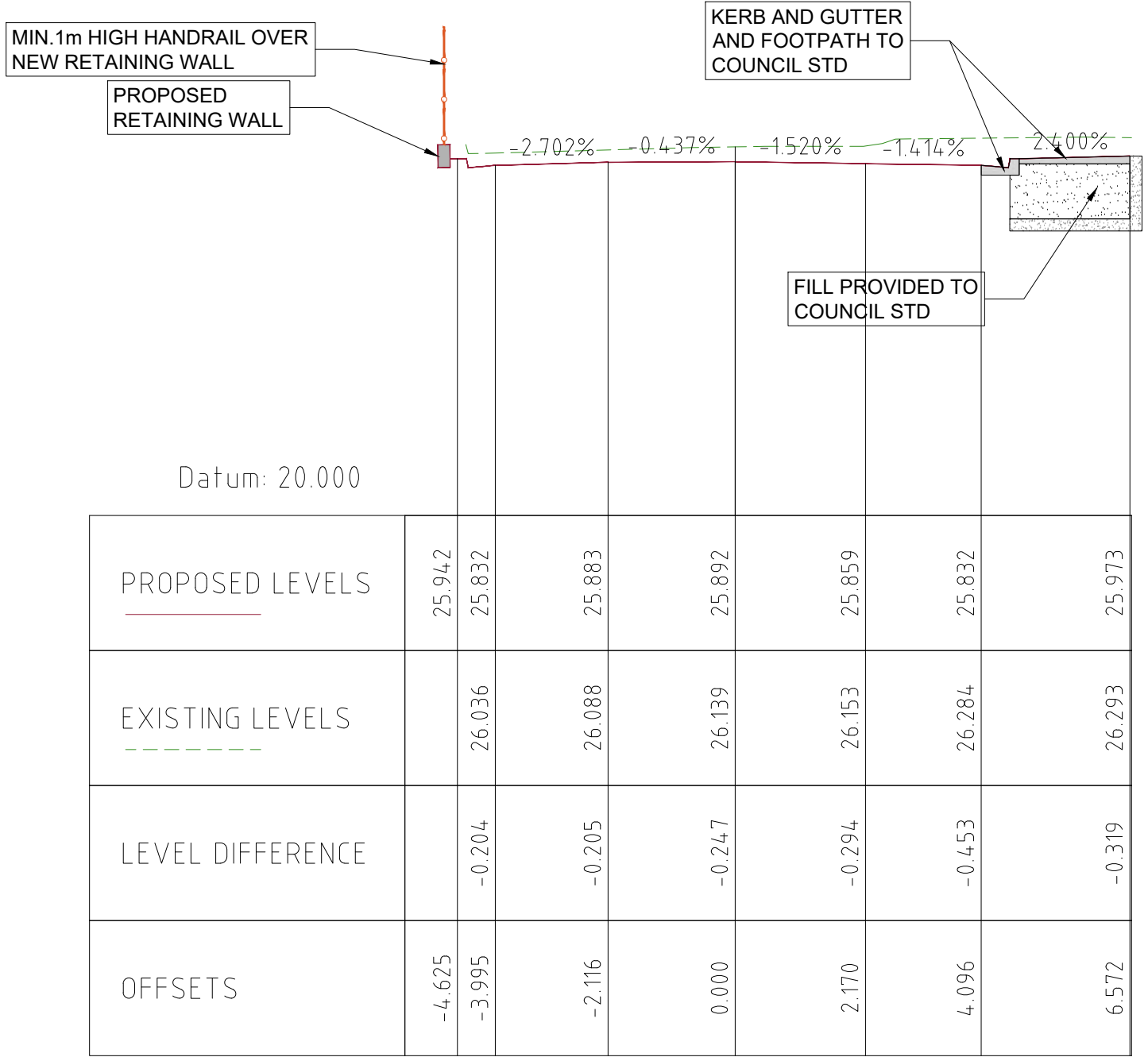
#### DRAWING TITLE CROSS SECTIONS(SHEET 1 OF 5)

SCALES AS SHOWN	DESIGNED DM	DRAFTED DM
DRAWING NO. A20022- CIV12	APPROVED JM	REVISION H

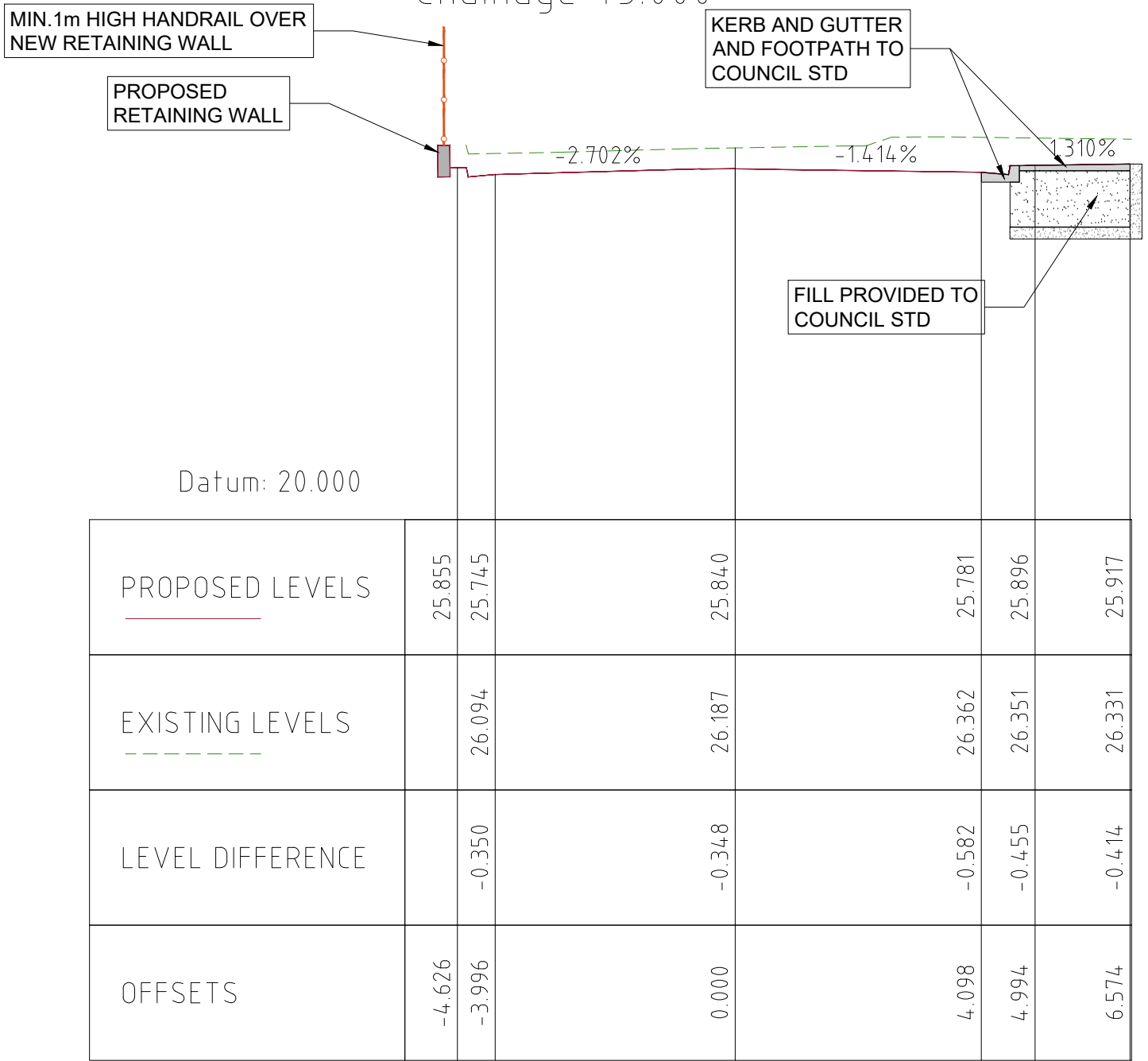




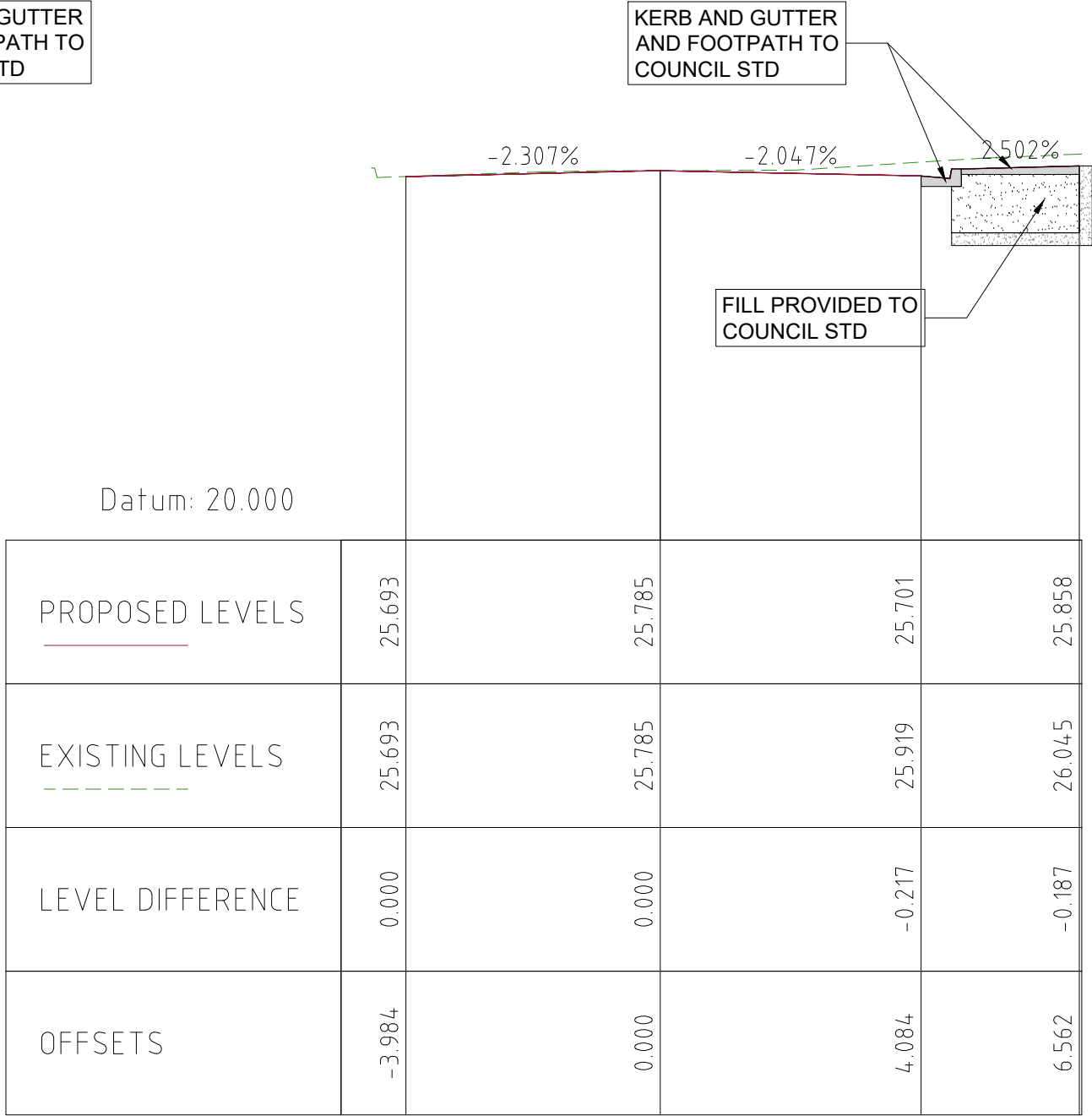
Chainage 47.267



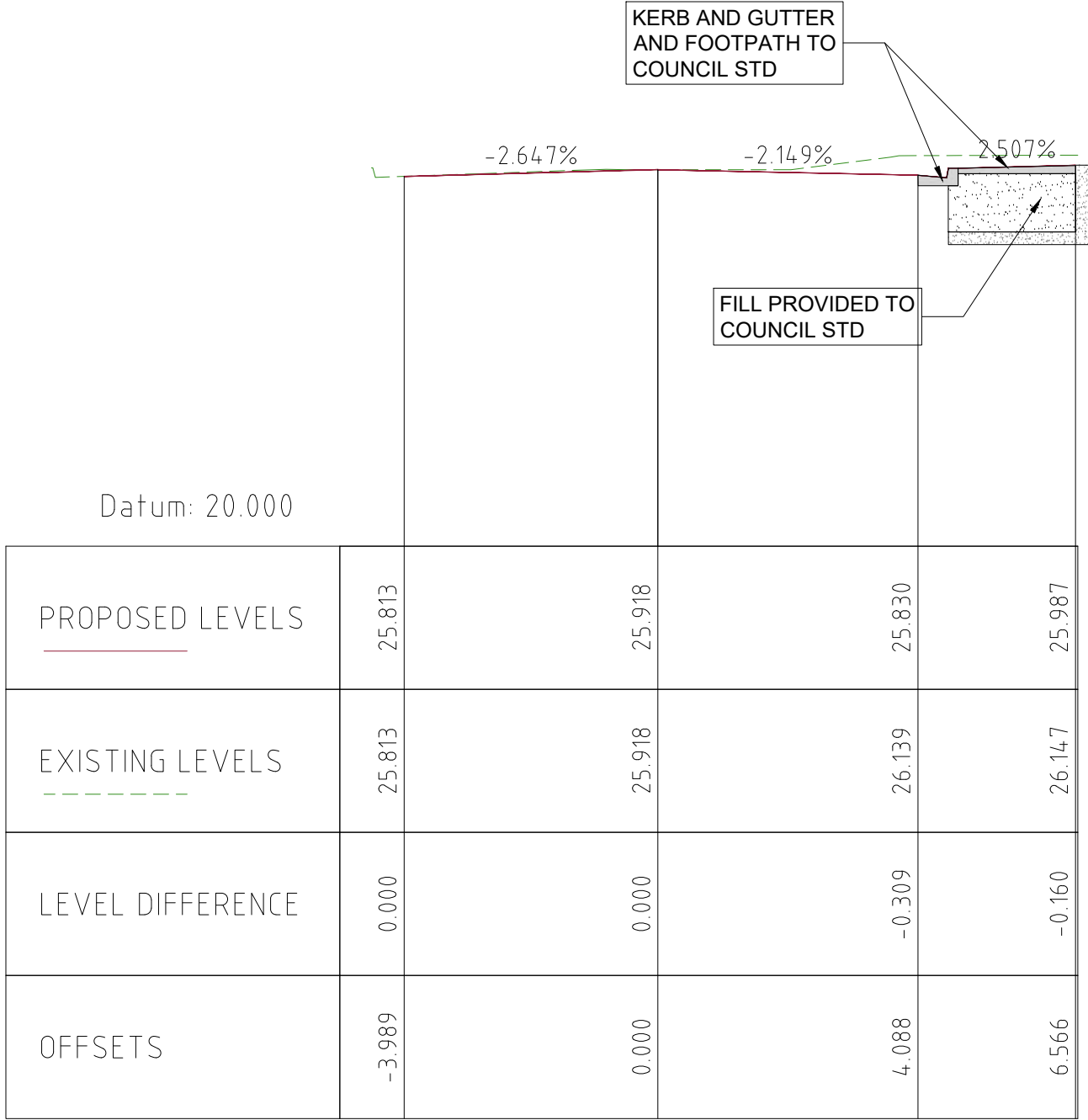
Chainage 45.000



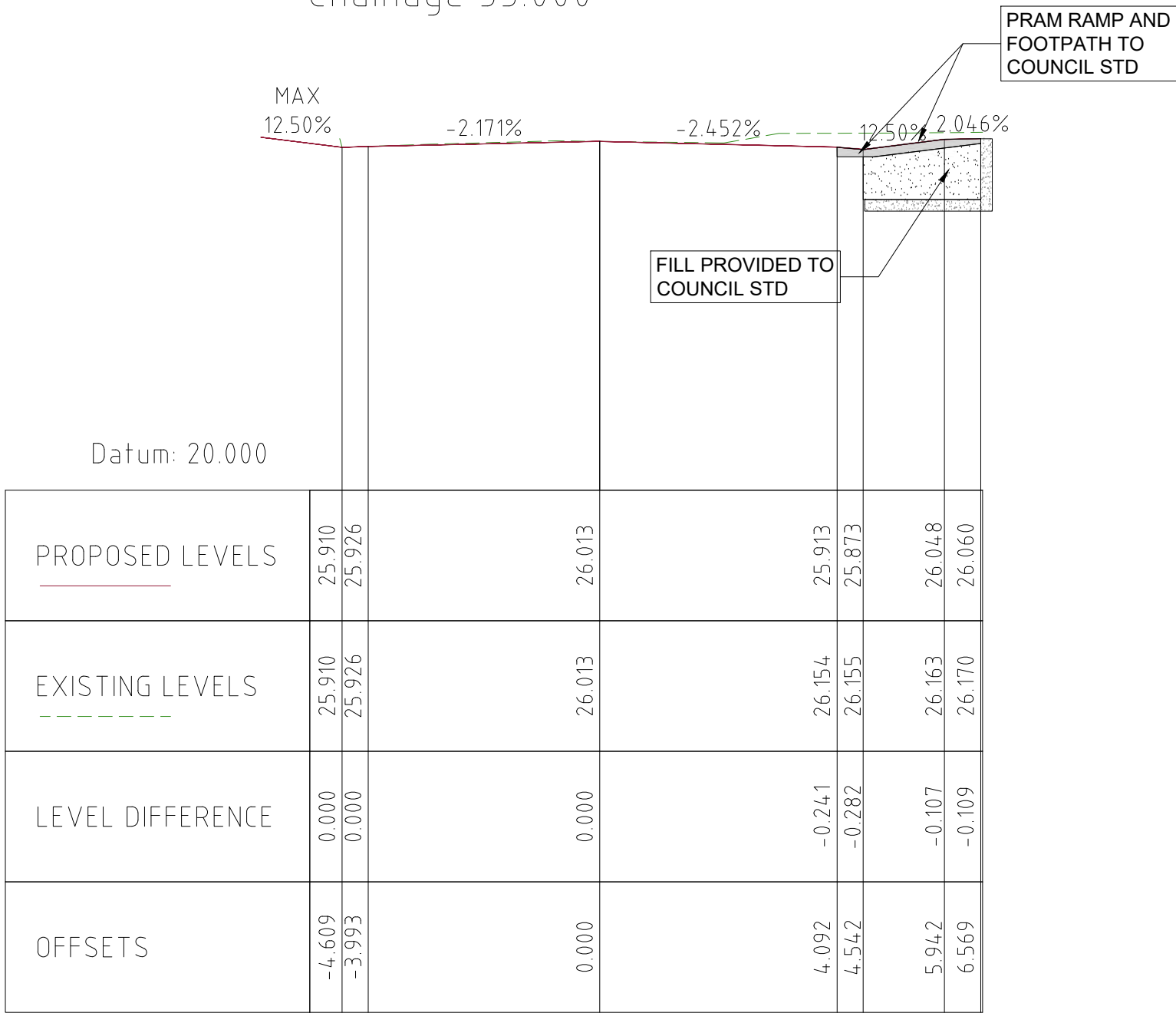
Chainage 42.835



Chainage 60.000



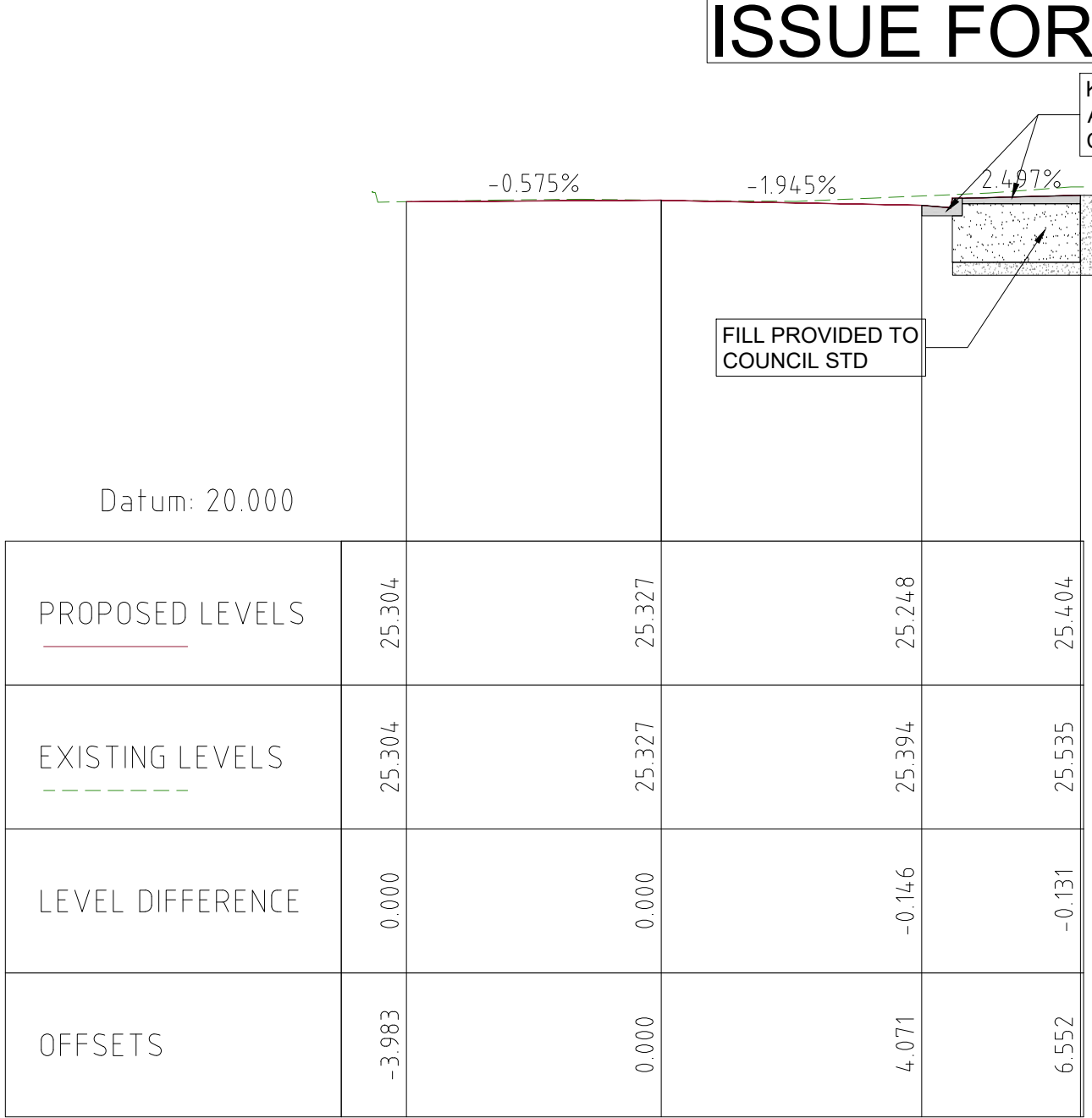
Chainage 55.000



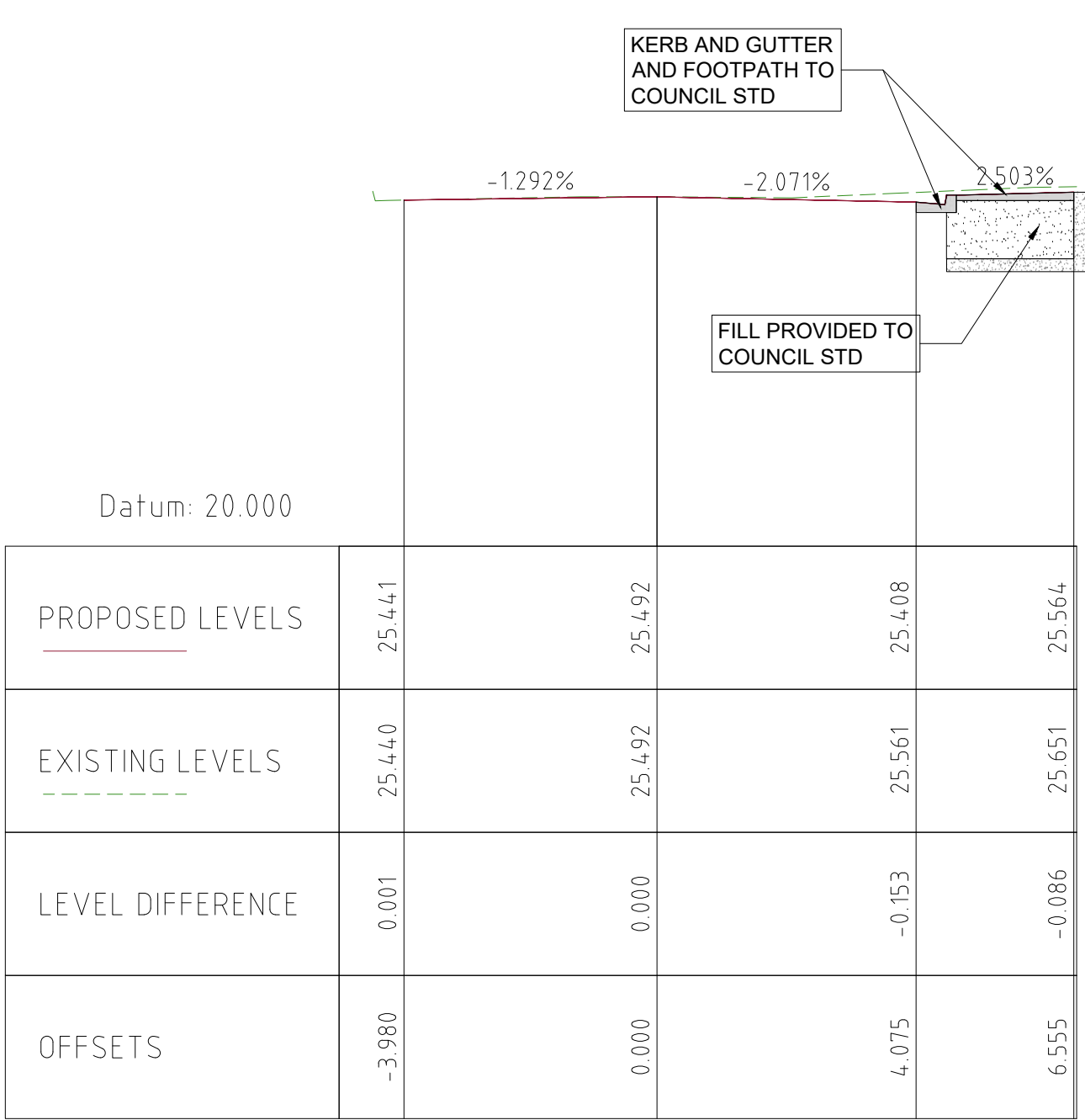
Chainage 50.000

## CROSS SECTIONS

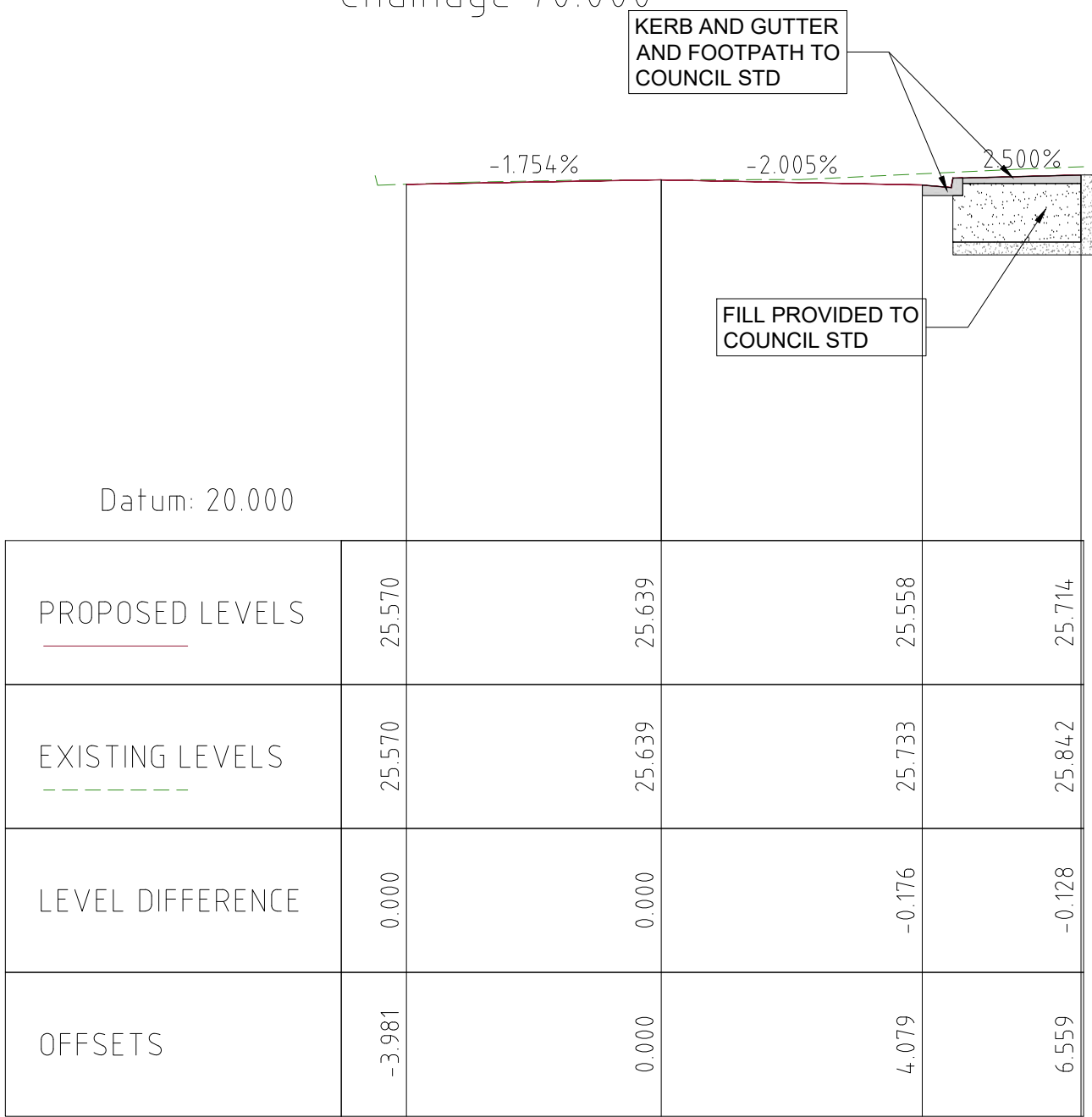
SCALE 1:100 @ A1



Chainage 75.000

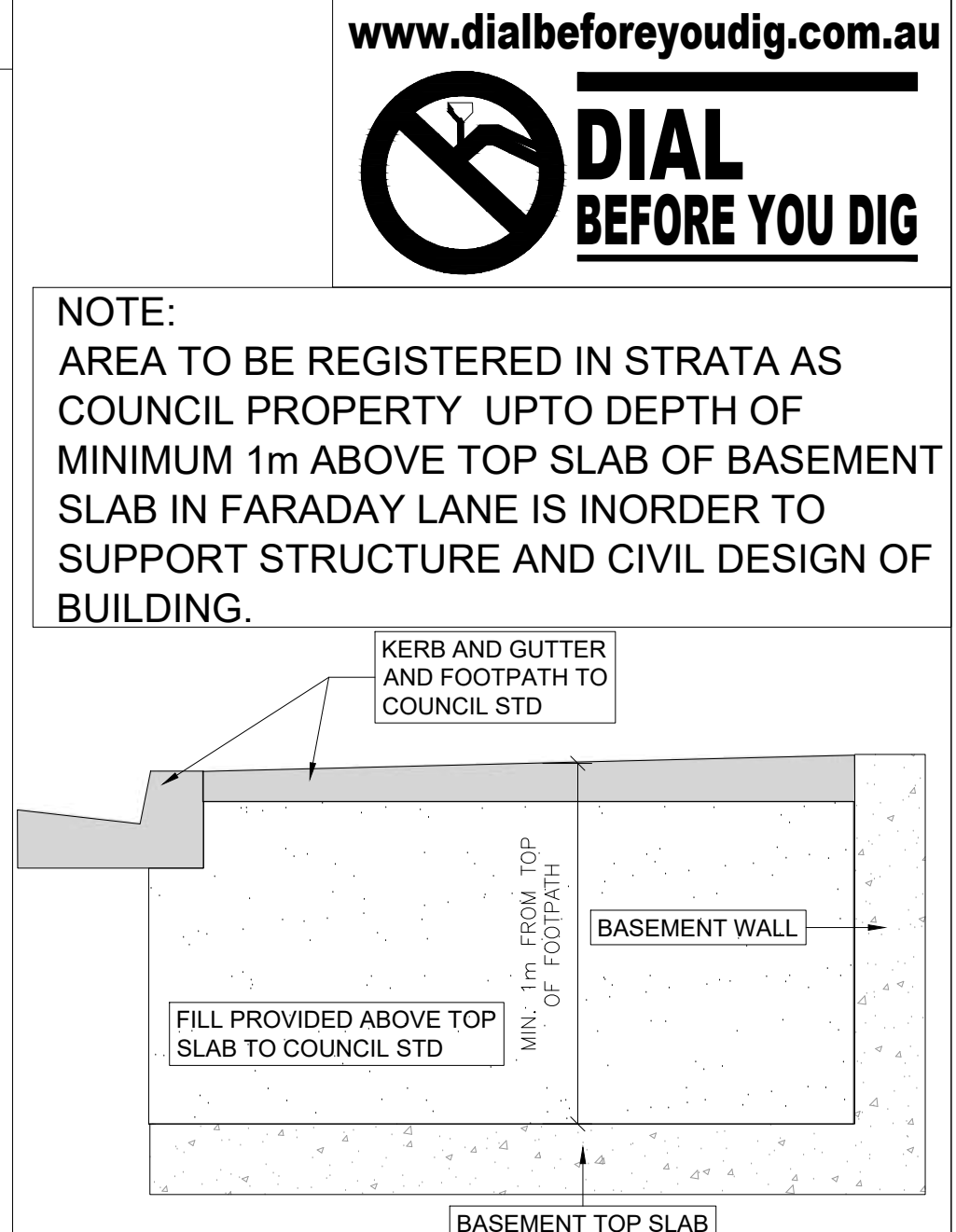


Chainage 70.000



Chainage 65.000

## ISSUE FOR DA APPROVAL



### TYPICAL SECTION OF FOOTPATH ABOVE BASEMENT SLAB IN FARADAY LANE

SCALE 1:20 @ A1

H	ISSUED FOR DA APPROVAL	04-05-2022	
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B	ISSUED FOR COORDINATION	26-11-2021	
A	ISSUED FOR COORDINATION	24-11-2021	
REV	AMENDMENT	ISSUE DATE	ISSUE



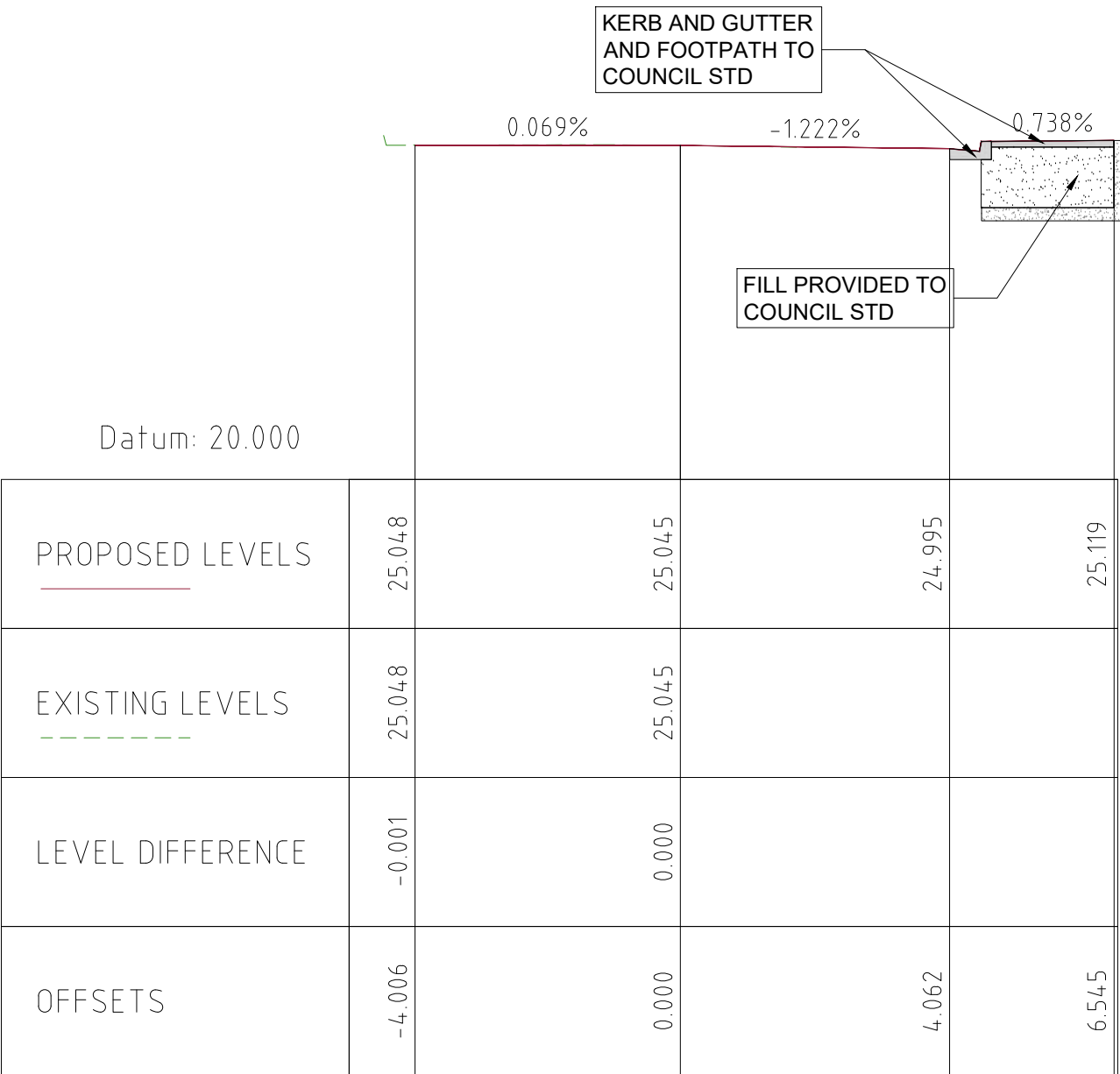
Phone: (02) 9745 5202  
Fax: (02) 8004 7461  
Email: [Info@alphaengineering.com.au](mailto:Info@alphaengineering.com.au)  
Address: 4.03, 16 Railway Parade,  
Burwood NSW 2134  
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**CURZON + PARTNERS**  
L 13, 234 GEORGE STREET  
SYDNEY NSW 2000  
T: +61 87055475  
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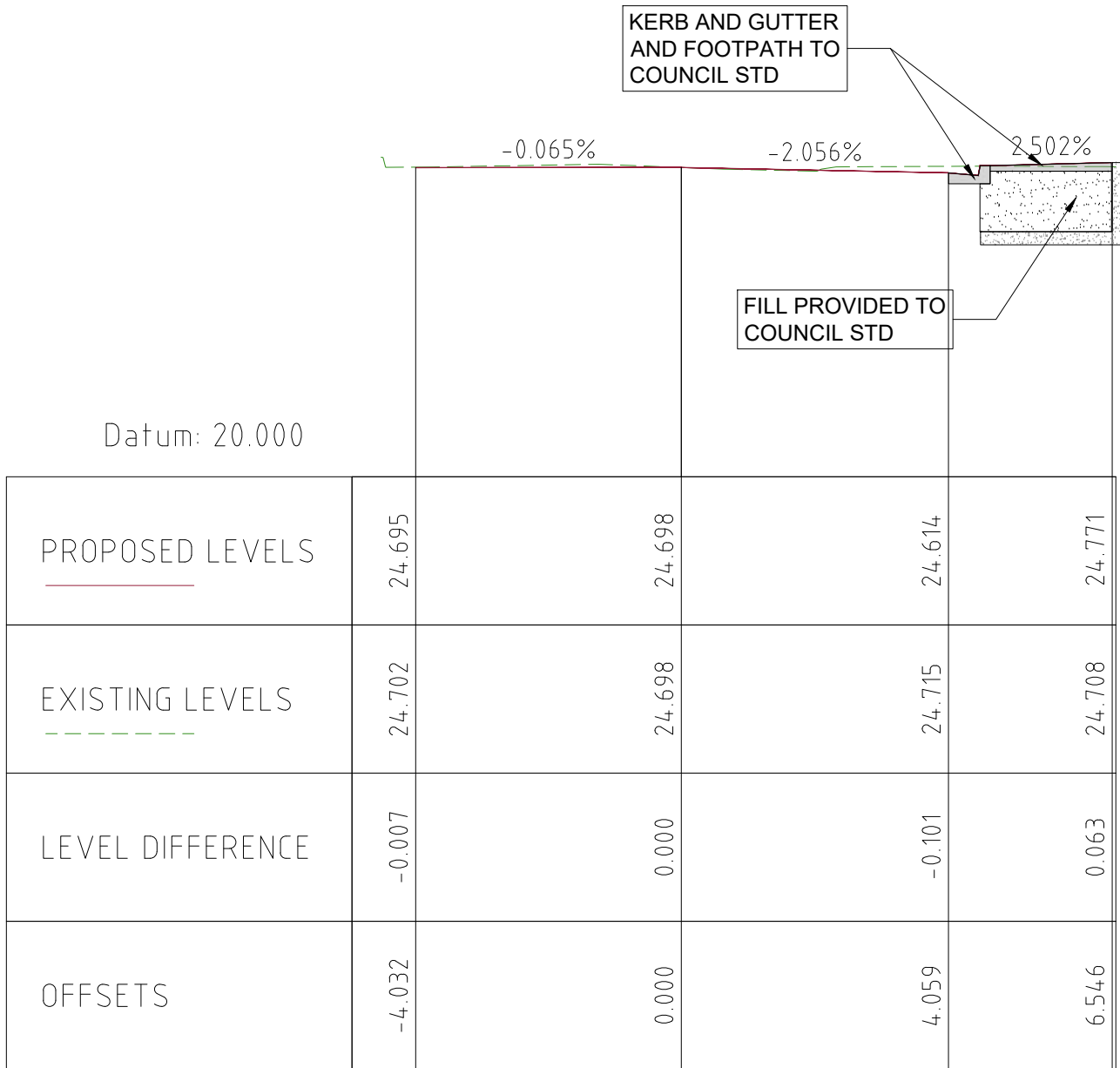
PROJECT  
**PROPOSED DEVELOPMENT**  
**1-20 RAILWAY ROAD,**  
**MEADOWBANK**

DRAWING TITLE  
**CROSS SECTIONS(SHEET 2 OF 5)**

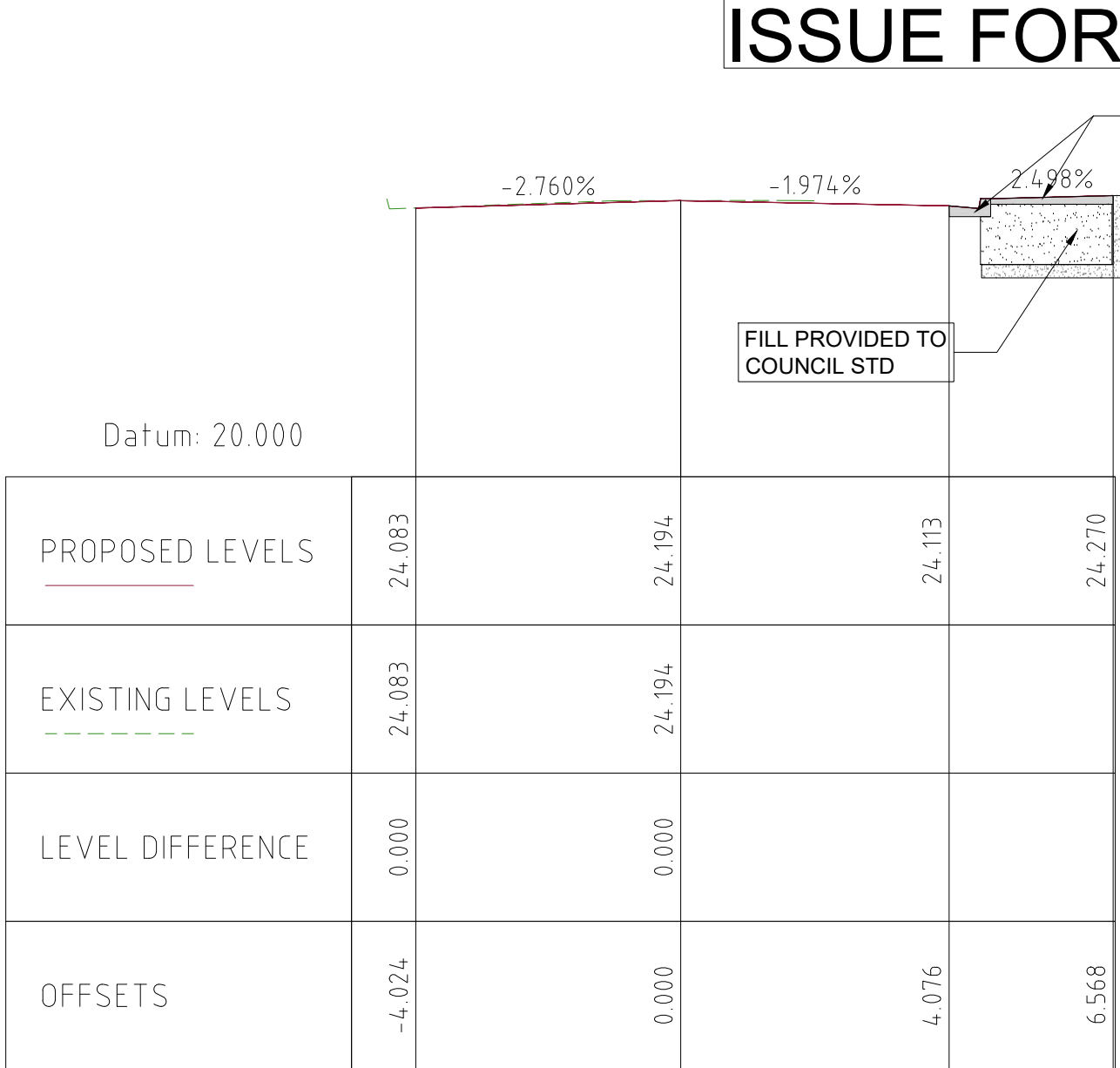
SCALES AS SHOWN	DESIGNED DM	DRAFTED DM
DRAWING NO. A20022- CIV13	APPROVED JM	REVISION H



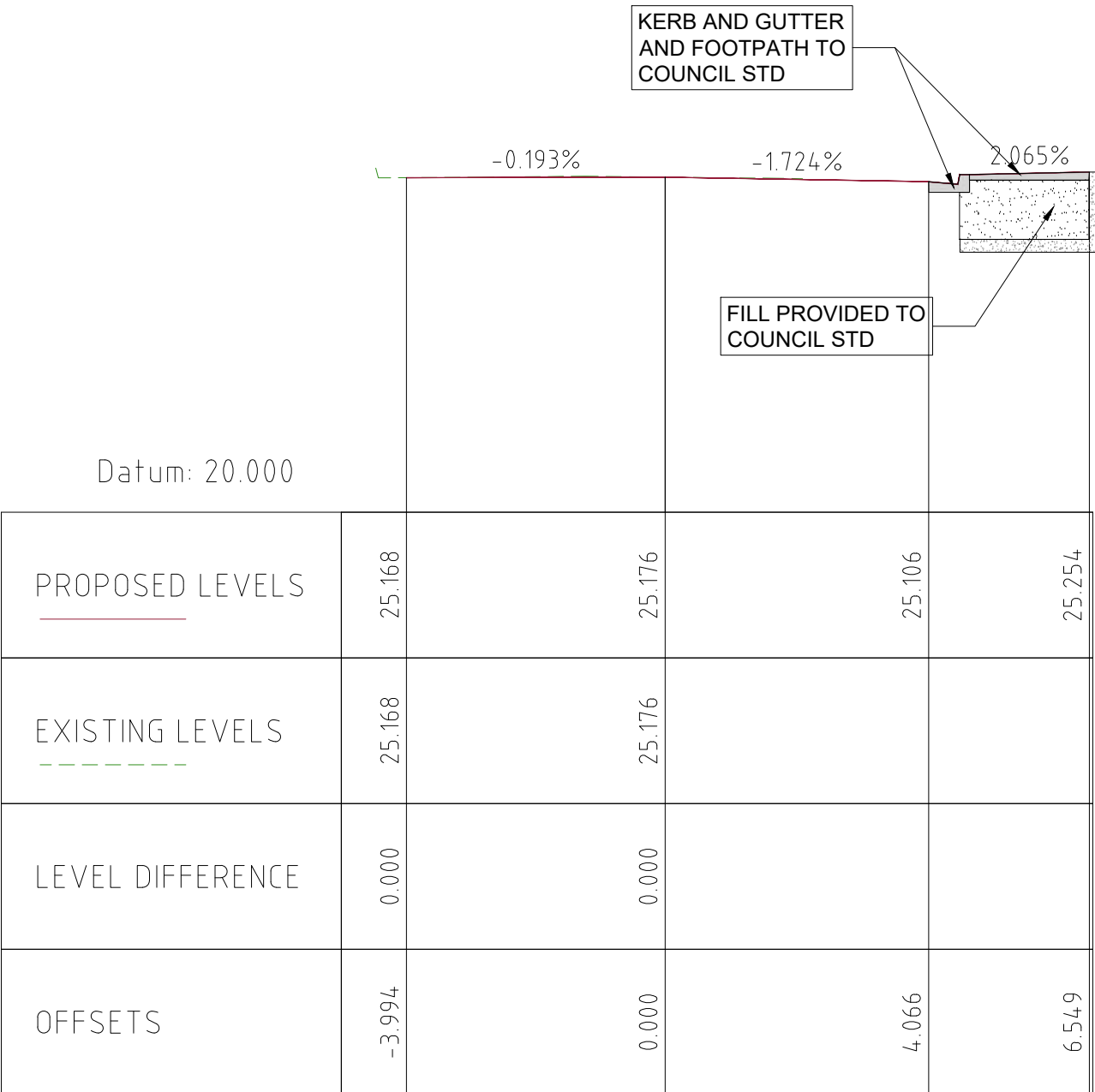
Chainage 85.000



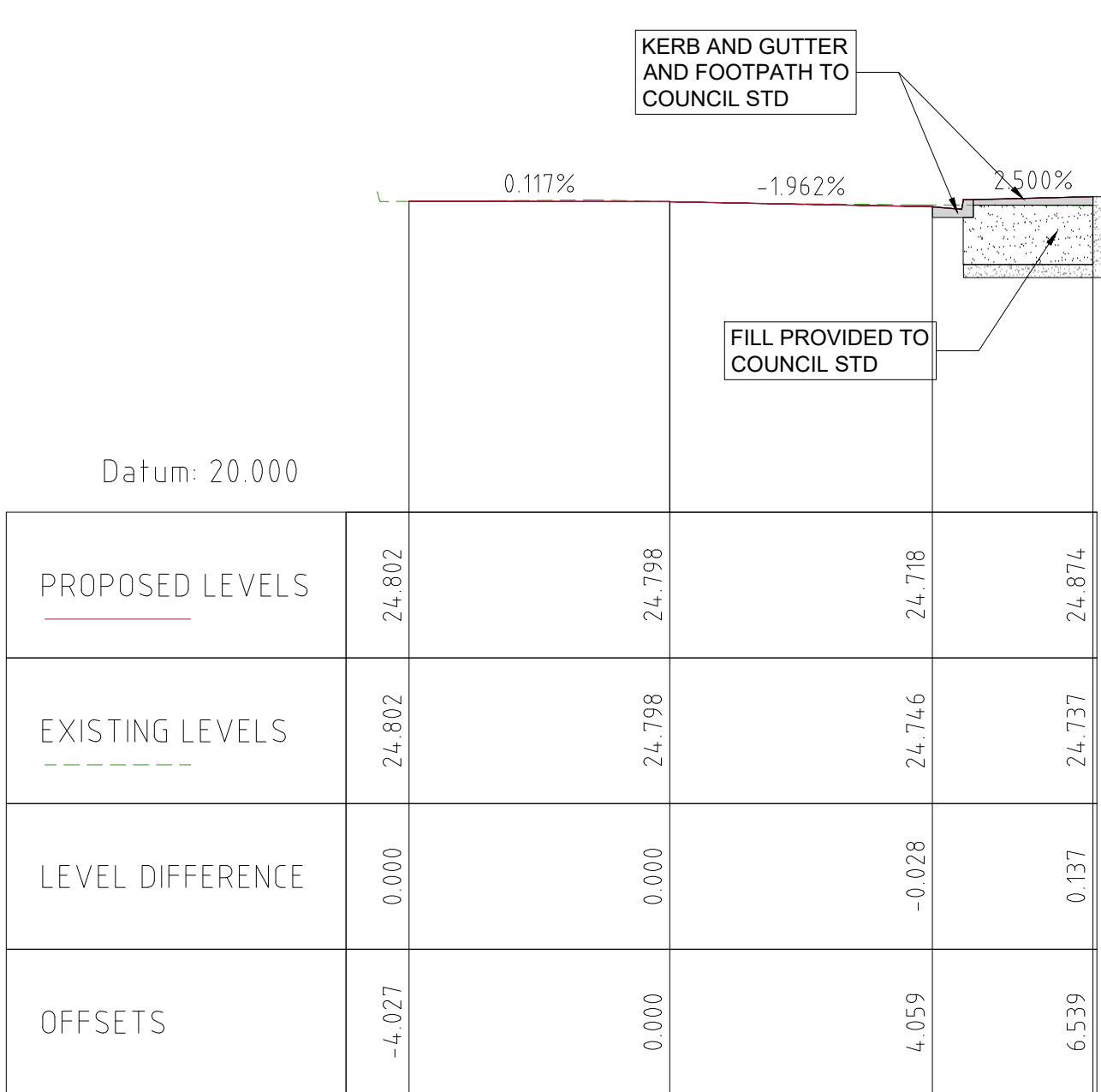
Chainage 100.000



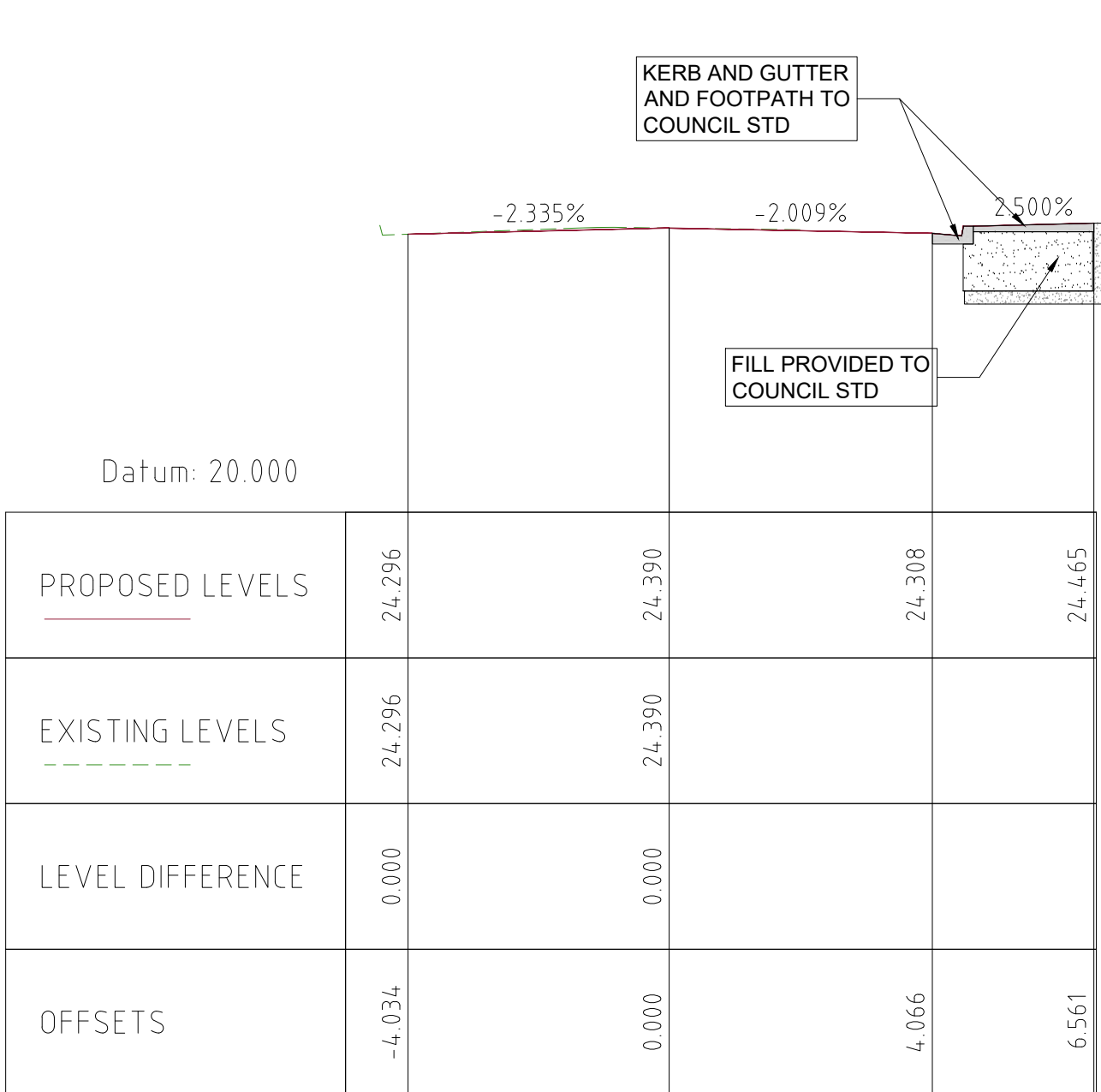
Chainage 115.000



Chainage 80.000



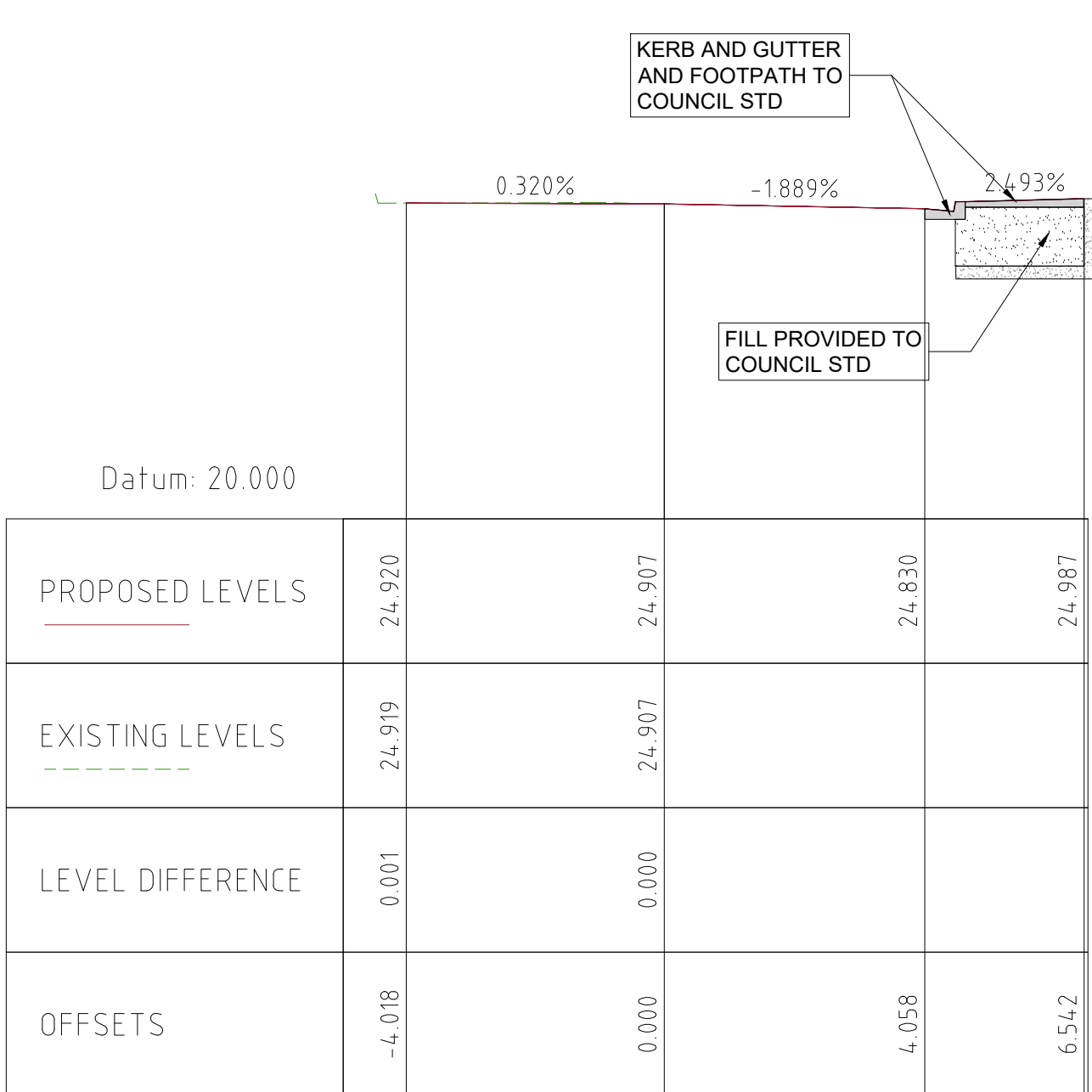
Chainage 95.000



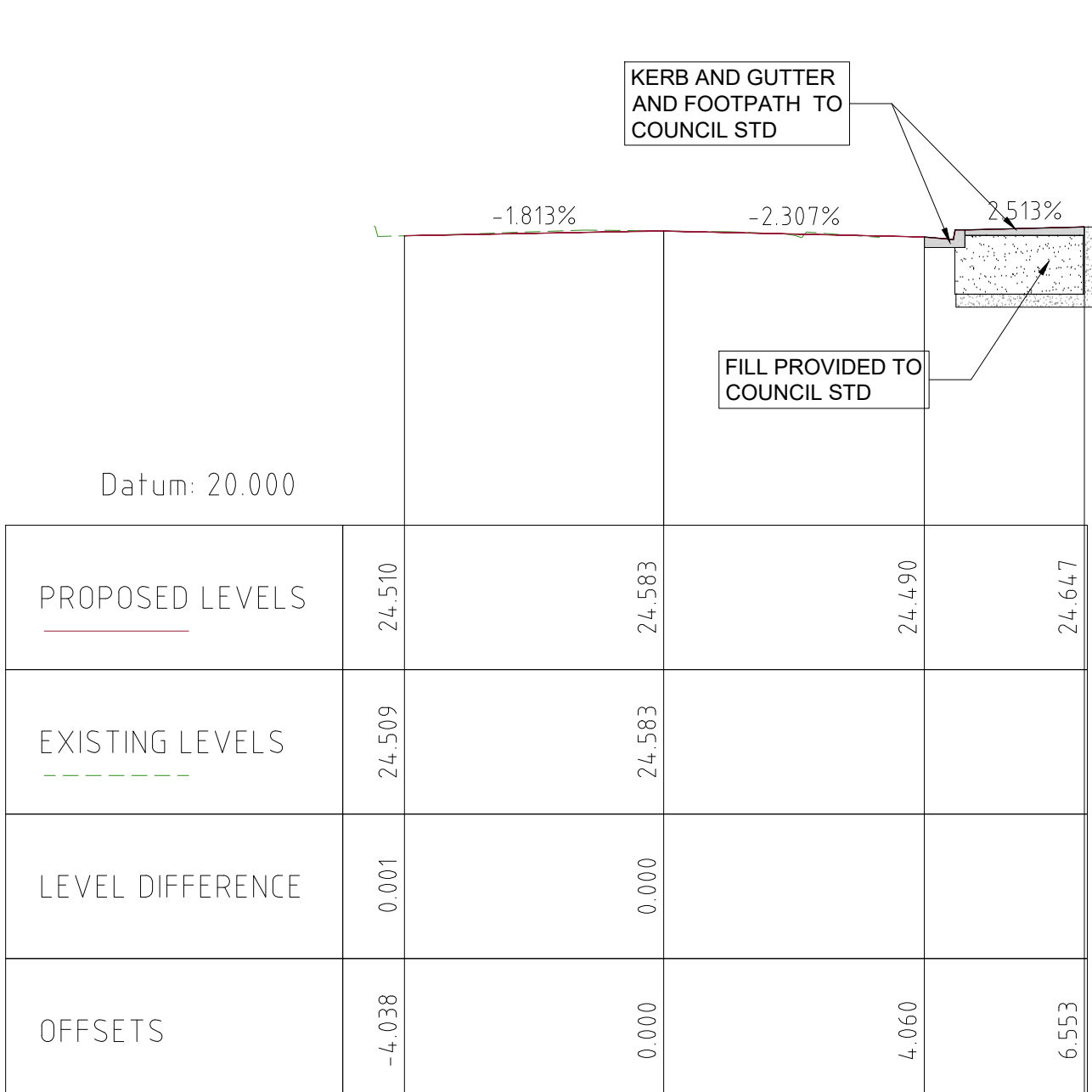
Chainage 110.000



Chainage 77.500



Chainage 90.000




Chainage 105.000

## CROSS SECTIONS

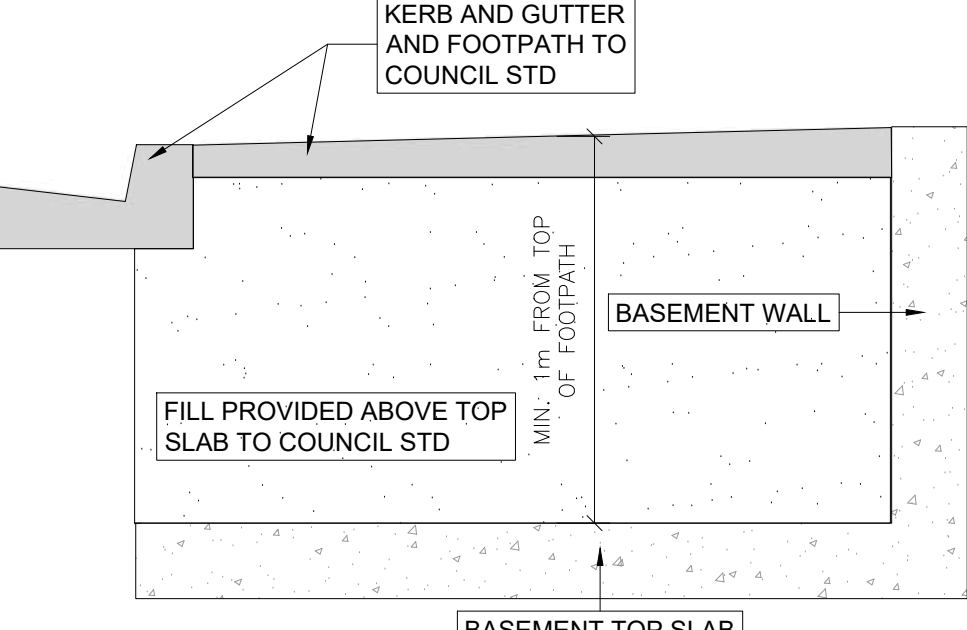
SCALE 1:100 @ A1

## ISSUE FOR DA APPROVAL



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NOTE:  
AREA TO BE REGISTERED IN STRATA AS COUNCIL PROPERTY UPTO DEPTH OF MINIMUM 1m ABOVE TOP SLAB OF BASEMENT SLAB IN FARADAY LANE IS INORDER TO SUPPORT STRUCTURE AND CIVIL DESIGN OF BUILDING.



## TYPICAL SECTION OF FOOTPATH ABOVE BASEMENT SLAB IN FARADAY LANE

SCALE 1:20 @ A1

H	ISSUED FOR DA APPROVAL	04-05-2022	
G	AMENDED AS PER COUNCIL MARKUP	28-04-2022	
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A	ISSUED FOR COORDINATION	24-11-2021	
REV	AMENDMENT	ISSUE DATE	ISSUE



Phone: (02) 9745 5202  
Fax: (02) 8004 7461  
Email: Info@alphaengineering.com.au  
Address: 4.03, 16 Railway Parade,  
Burwood NSW 2134  
Website: www.alphaengineering.com.au

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**CURZON + PARTNERS**  
L 13, 234 GEORGE STREET  
SYDNEY NSW 2000  
T: +61 87055475  
CURZON AND PARTNERS PTY LTD ACN 649993377

PROJECT

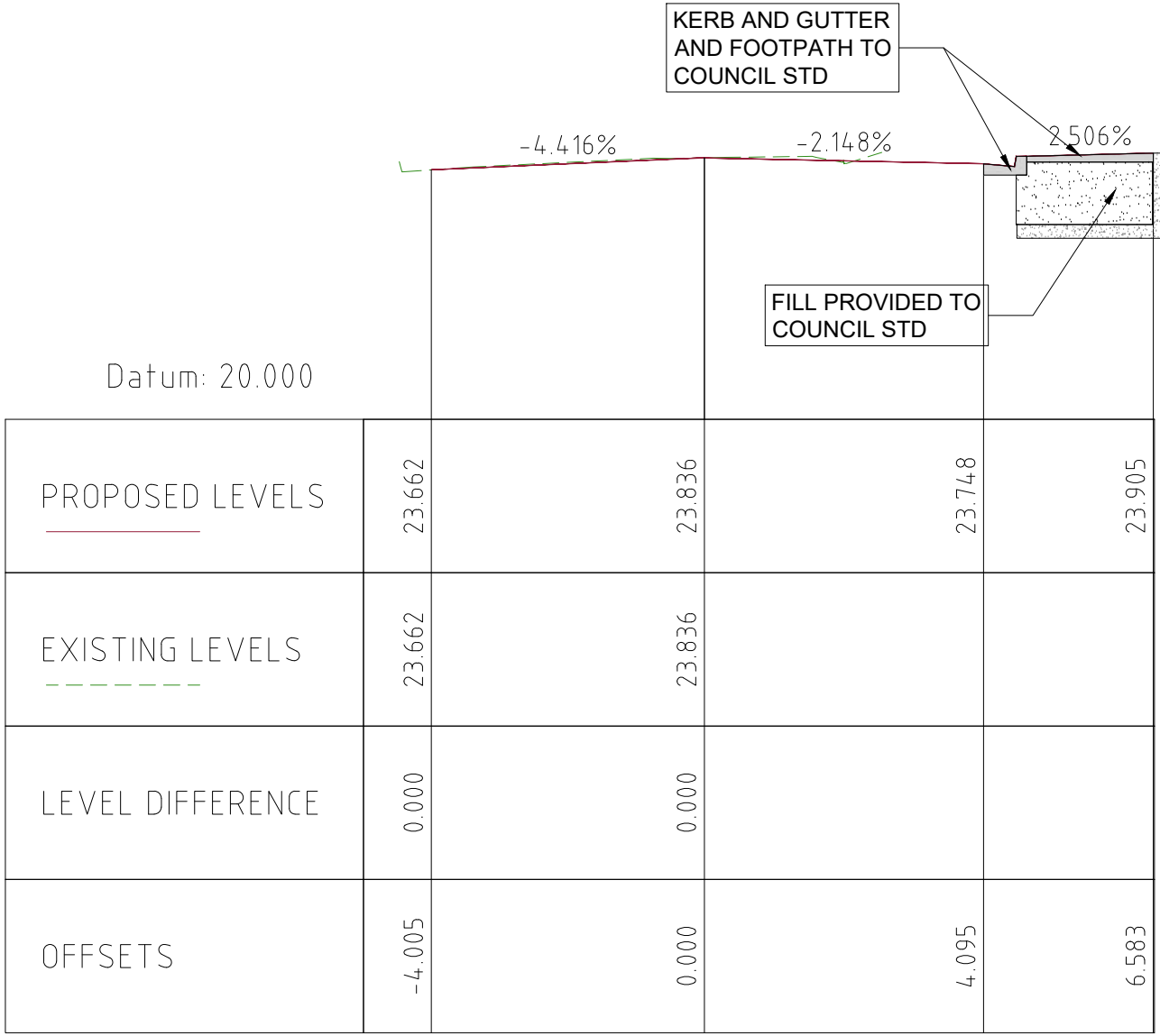
**PROPOSED DEVELOPMENT  
1-20 RAILWAY ROAD,  
MEADOWBANK**

DRAWING TITLE

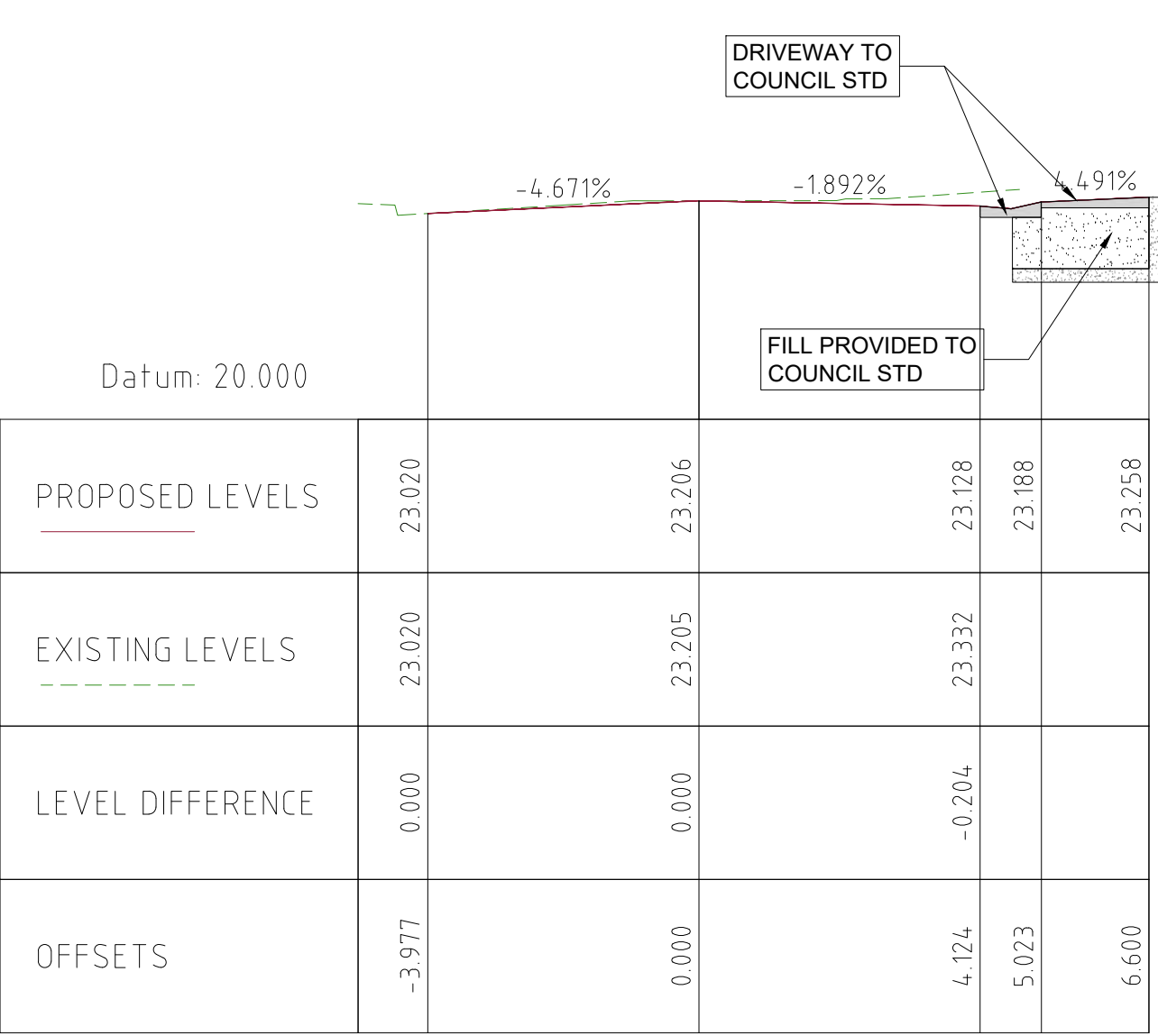
**CROSS SECTIONS(SHEET 3 OF 5)**

SCALES AS SHOWN	DESIGNED DM	DRAFTED DM
DRAWING NO. A20022- CIV14	APPROVED JM	REVISION H

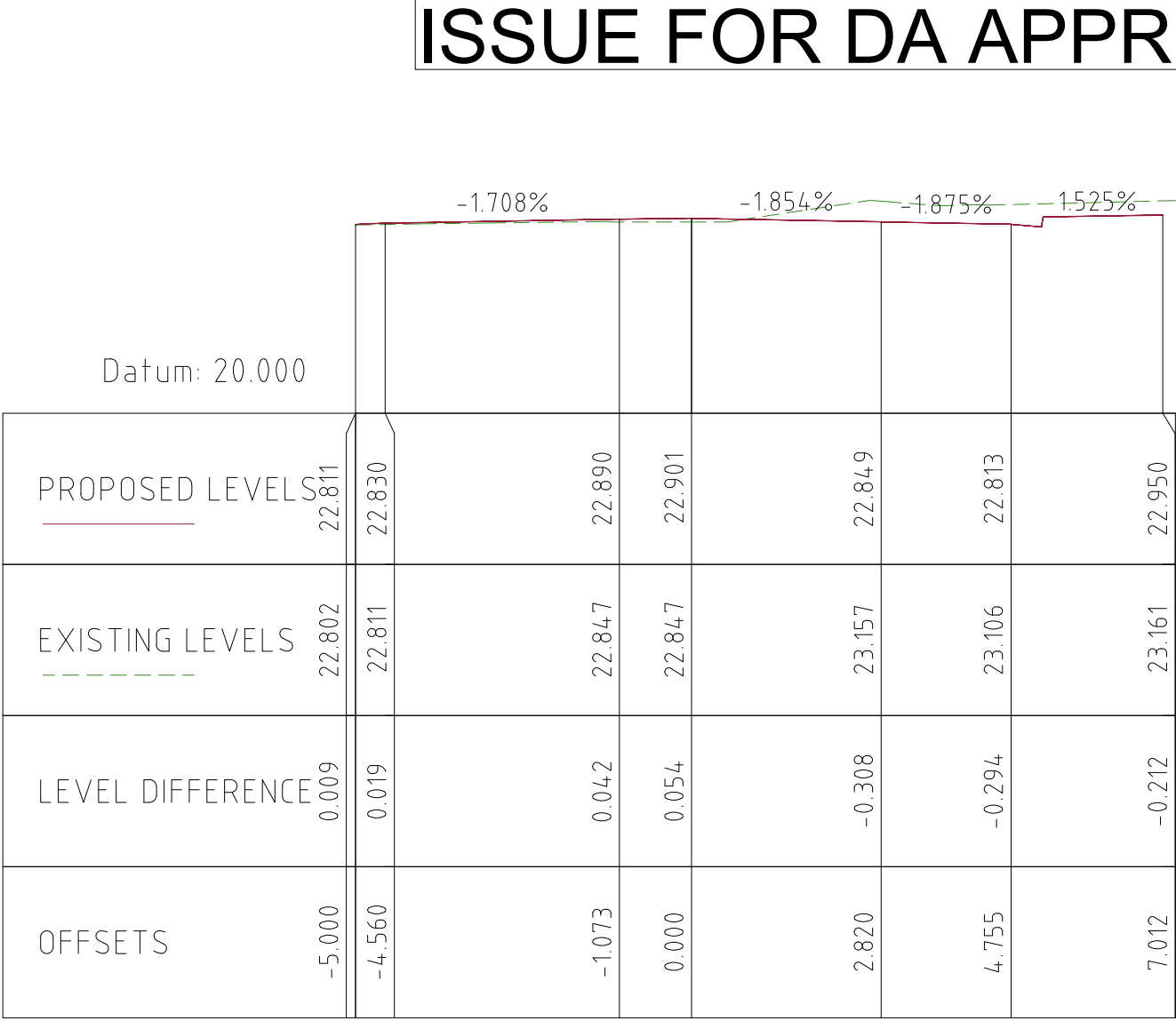




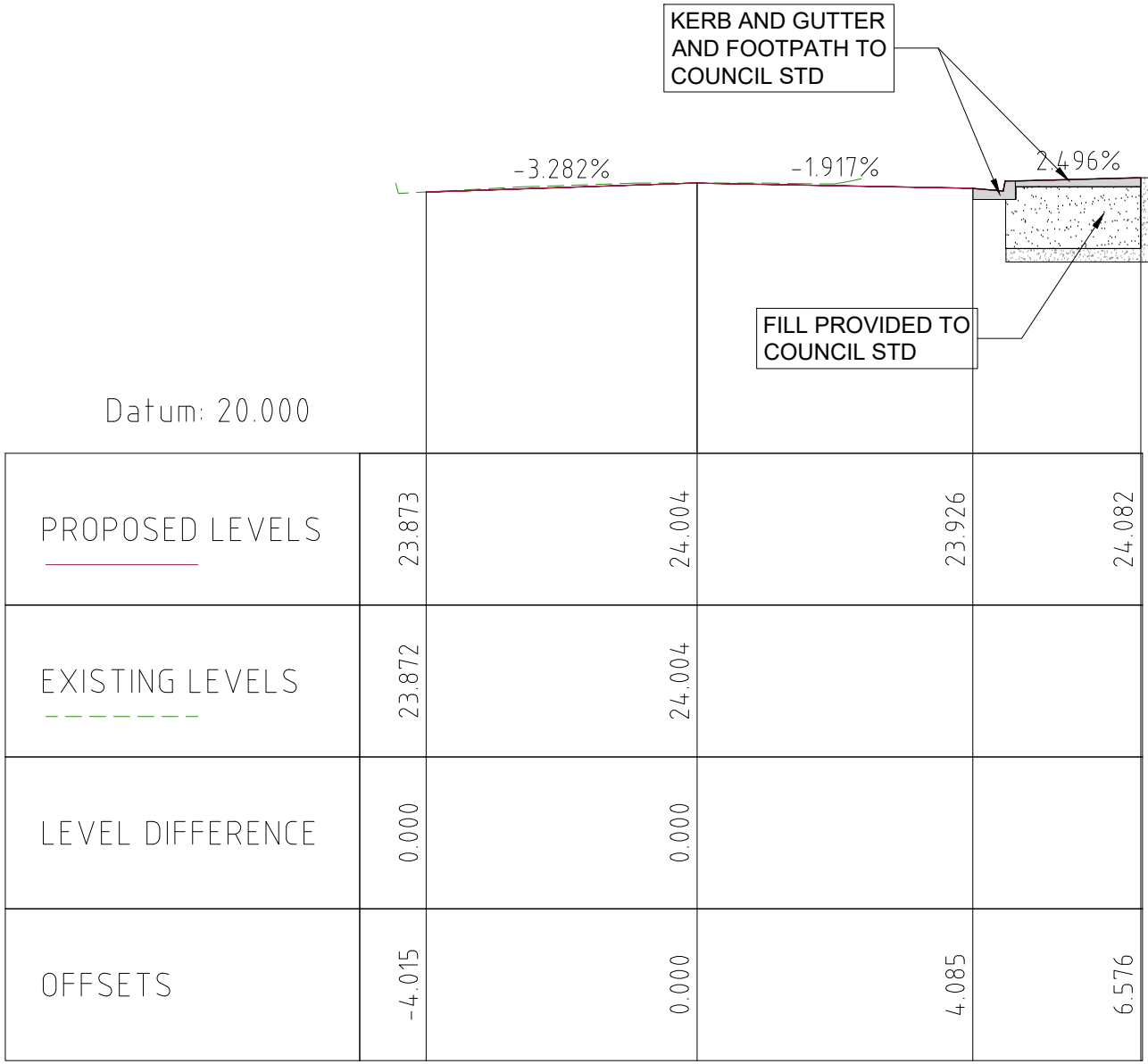
Chainage 125.000



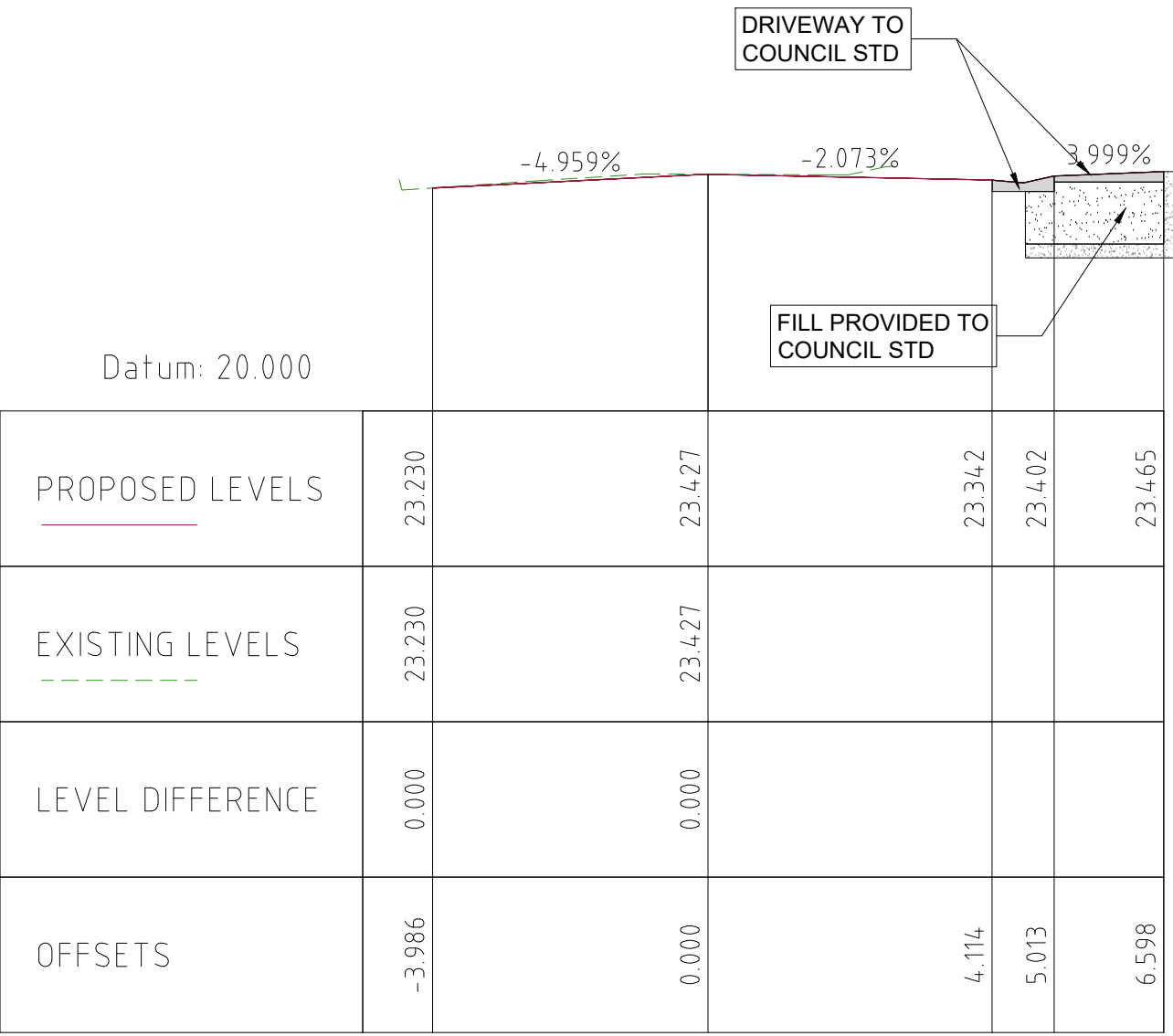
Chainage 140.000



Chainage 155.000



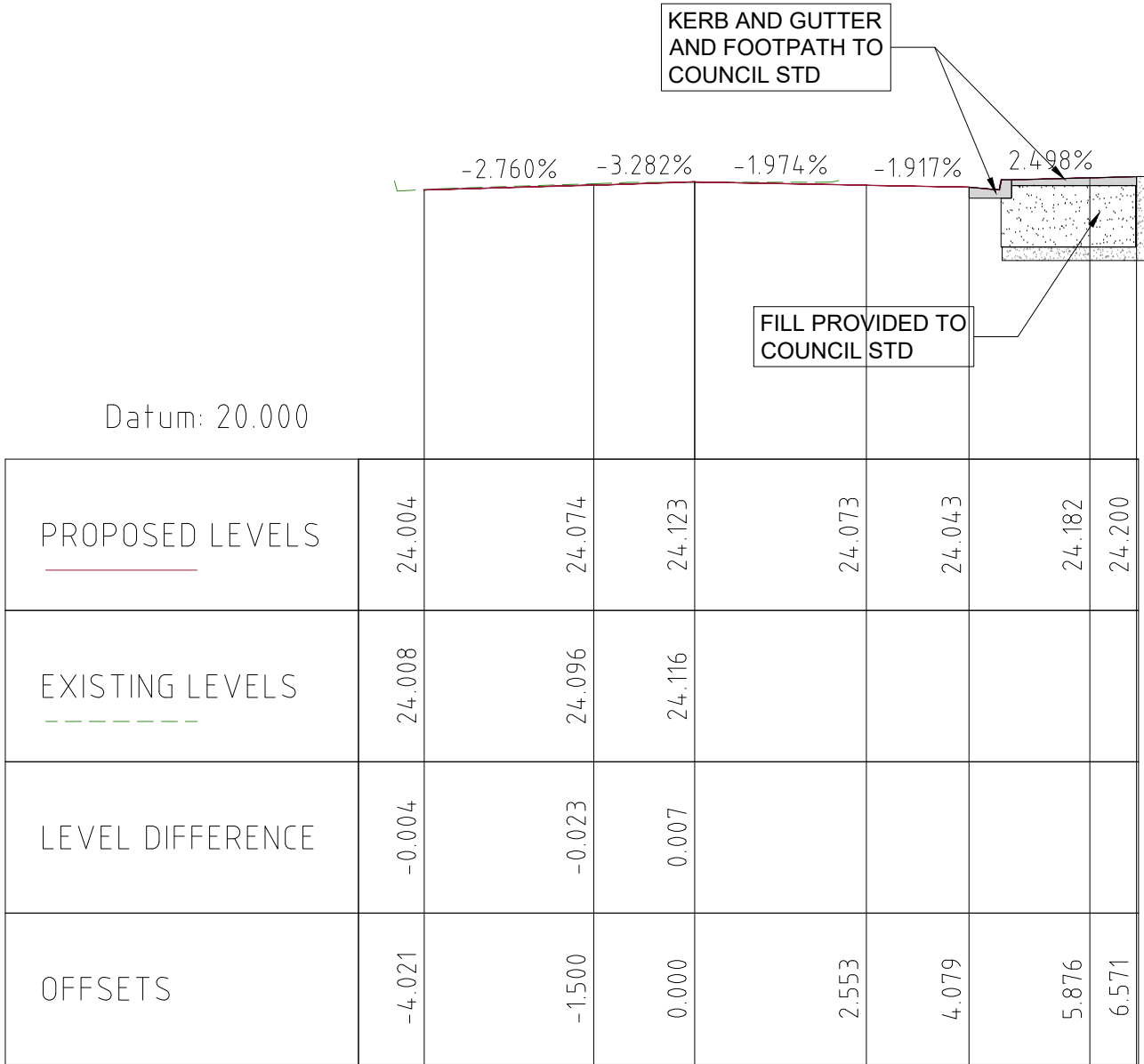
Chainage 120.000



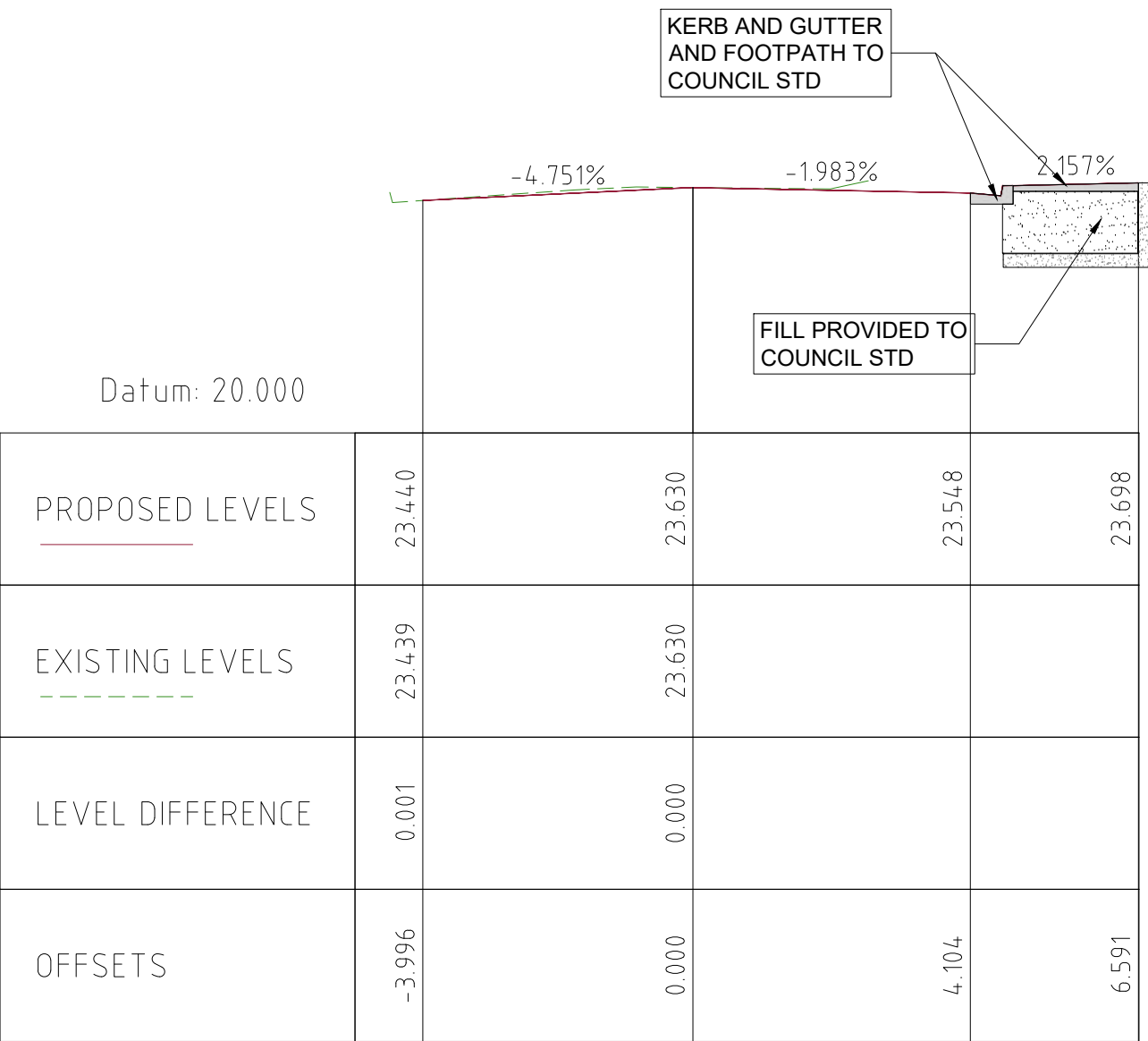
Chainage 135.000



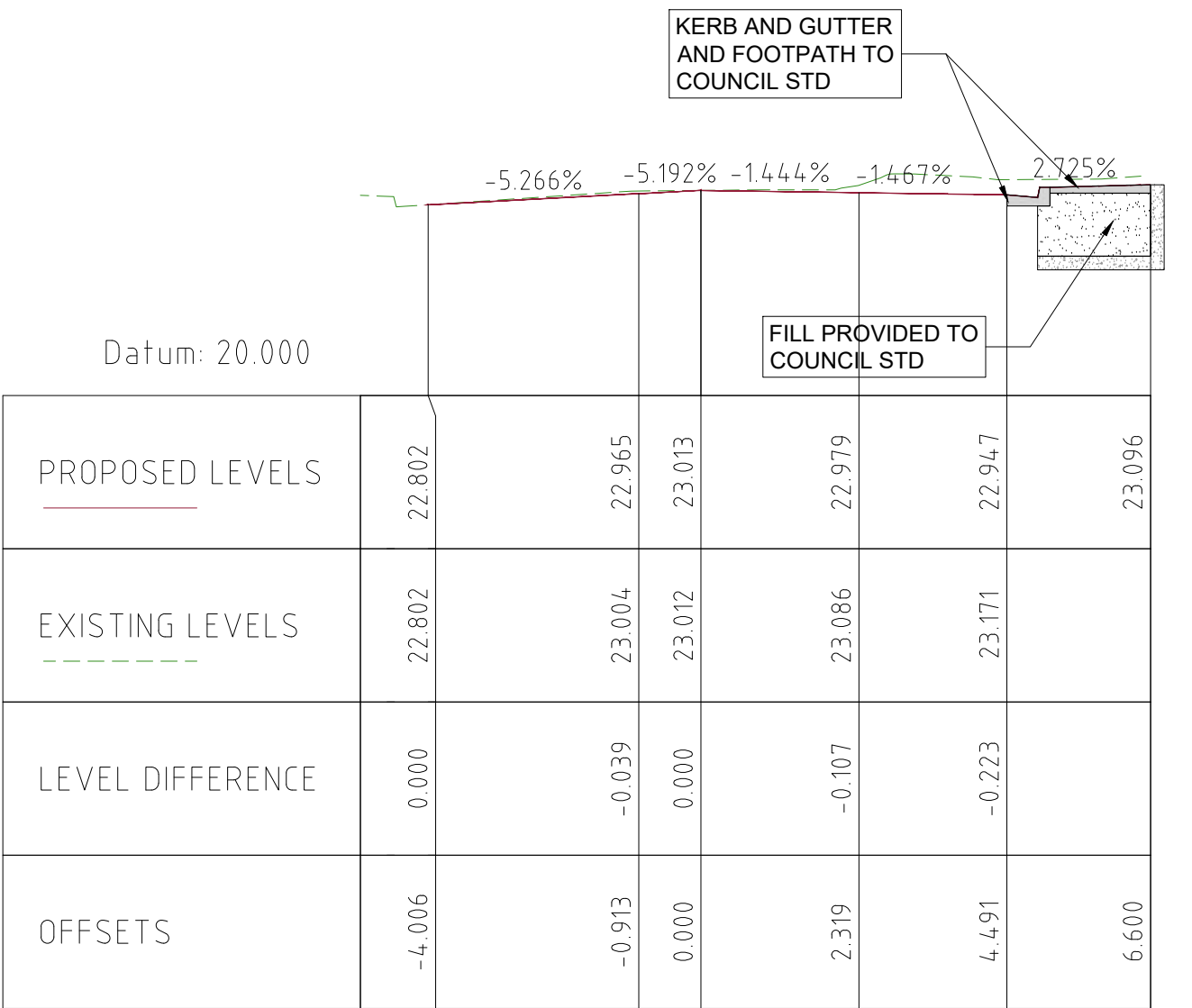
Chainage 150.000



Chainage 116.869



Chainage 130.000



Chainage 145.000

## CROSS SECTIONS

SCALE 1:100 @ A1

## ISSUE FOR DA APPROVAL

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NOTE:  
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TYPICAL SECTION OF FOOTPATH ABOVE BASEMENT SLAB IN FARADAY LANE			
SCALE 1:20 @ A1			
H	ISSUED FOR DA APPROVAL	04-05-2022	
G	AMENDED AS PER COUNCIL MARKUP	28-04-2022	
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A	ISSUED FOR COORDINATION	24-11-2021	
REV	AMENDMENT	ISSUE DATE	ISSUE

Phone: (02) 9745 5202  
Fax: (02) 8004 7461  
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**CURZON + PARTNERS**  
L 13, 234 GEORGE STREET  
SYDNEY NSW 2000  
T: +61 87055475  
CURZON AND PARTNERS PTY LTD ACN 649993377

PROJECT

**PROPOSED DEVELOPMENT**  
**1-20 RAILWAY ROAD,**  
**MEADOWBANK**

DRAWING TITLE

**CROSS SECTIONS(SHEET 4 OF 5)**

SCALES AS SHOWN	DESIGNED DM	DRAFTED DM
DRAWING NO. A20022- CIV15	APPROVED JM	REVISION H

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Datum: 20.000				
-2.085%      -2.402%      3.110%				
PROPOSED LEVELS	22.931		23.016	22.918
EXISTING LEVELS	22.932		23.016	23.161
LEVEL DIFFERENCE	-0.001		0.000	-0.243
OFFSETS	-4.050		0.000	4.062

Chainage 165.000

Datum: 20.000				
-2.034%      -1.135%      1.046%				
PROPOSED LEVELS	22.914		22.997	22.951
EXISTING LEVELS	22.913		22.997	
LEVEL DIFFERENCE	0.002		0.000	
OFFSETS	-4.048		0.000	4.049

Chainage 175.000

Datum: 20.000				
0.174%      -1.642%      1.816%				
PROPOSED LEVELS	22.770		22.762	22.696
EXISTING LEVELS	22.769		22.762	
LEVEL DIFFERENCE	0.001		0.000	
OFFSETS	-4.046		0.000	4.047

Chainage 190.000

Datum: 20.000				
-0.990%      -2.035%      -2.072%      12.03%      -1.00%				
PROPOSED LEVELS	22.896	22.942	22.877	22.852
EXISTING LEVELS	22.891	22.942	23.137	23.113
LEVEL DIFFERENCE	0.005	0.000	-0.259	-0.261
OFFSETS	-4.092	0.000	3.203	4.400

Chainage 160.000

Datum: 20.000				
-1.817%      -2.057%      2.560%				
PROPOSED LEVELS	22.947	23.021	22.937	23.110
EXISTING LEVELS	22.951	23.021	23.177	
LEVEL DIFFERENCE	-0.004	0.000	-0.239	
OFFSETS	-4.049	0.000	4.049	7.131

Chainage 170.000

Datum: 20.000				
-0.861%      -1.714%      2.000%				
PROPOSED LEVELS	22.832	22.867	22.798	22.957
EXISTING LEVELS	22.831	22.867		
LEVEL DIFFERENCE	0.002	0.000		
OFFSETS	-4.047	0.000	4.047	7.135

Chainage 185.000

Datum: 20.000				
-2.051%      1.742%      -1.731%      -1.942%      -1.974%      -10.066%      -15.79%				
PROPOSED LEVELS	22.825	22.839	22.869	22.889
EXISTING LEVELS	22.843	22.849	22.883	22.893
LEVEL DIFFERENCE	-0.018	-0.010	-0.013	-0.004
OFFSETS	-4.743	-4.617	-3.154	-2.024

Chainage 157.768

Datum: 20.000				
-2.085%      -1.817%      -2.057%      -2.141%      2.651%      2.560%				
PROPOSED LEVELS	22.941	22.973	23.019	22.967
EXISTING LEVELS	22.954	22.995	23.022	23.108
LEVEL DIFFERENCE	-0.013	-0.022	-0.003	-0.141
OFFSETS	-4.049	-2.521	0.000	2.521

Chainage 168.113

Datum: 20.000				
-1.729%      -1.632%      1.850%				
PROPOSED LEVELS	22.880	22.950	22.884	23.039
EXISTING LEVELS	22.887	22.950		
LEVEL DIFFERENCE	-0.007	0.000		
OFFSETS	-4.048	0.000	4.048	7.134

Chainage 180.000

CROSS SECTIONS

SCALE 1:100 @ A1

H	ISSUED FOR DA APPROVAL	04-05-2022	
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PROJECT

PROPOSED DEVELOPMENT  
1-20 RAILWAY ROAD,  
MEADOWBANK

DRAWING TITLE  
CROSS SECTIONS(SHEET 5 OF 5)

SCALES AS SHOWN	DESIGNED DM	DRAFTED DM
DRAWING NO. A20022- CIV16	APPROVED JM	REVISION H





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PROPOSED DEVELOPMENT  
1-20 RAILWAY ROAD,  
MEADOWBANK

DRAWING TITLE		
COUNCIL STANDARD DRAWINGS - KERB RAMP AND PAVEMENT TYPE GRANITE		
SCALES AS SHOWN	DESIGNED DM	DRAFTED DM
DRAWING NO. A20022- CIV17	APPROVED JM	REVISION H



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REVISION	AMENDMENT	ISSUE DATE



Phone: (02) 9745 5202  
Fax: (02) 8004 7461  
Email: [Info@alphaengineering.com.au](mailto:Info@alphaengineering.com.au)  
Address: 4.03, 16 Railway Parade,  
Burwood NSW 2134  
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ARCHITECT

**CURZON + PARTNERS**

L 13, 234 GEORGE STREET  
SYDNEY NSW 2000  
T: +61 87055475  
CURZON AND PARTNERS PTY LTD ACN 649993377

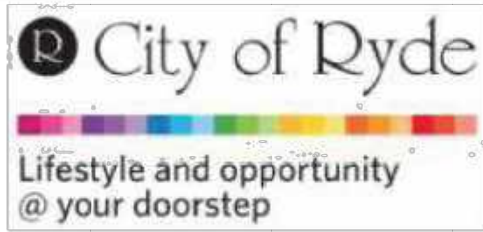
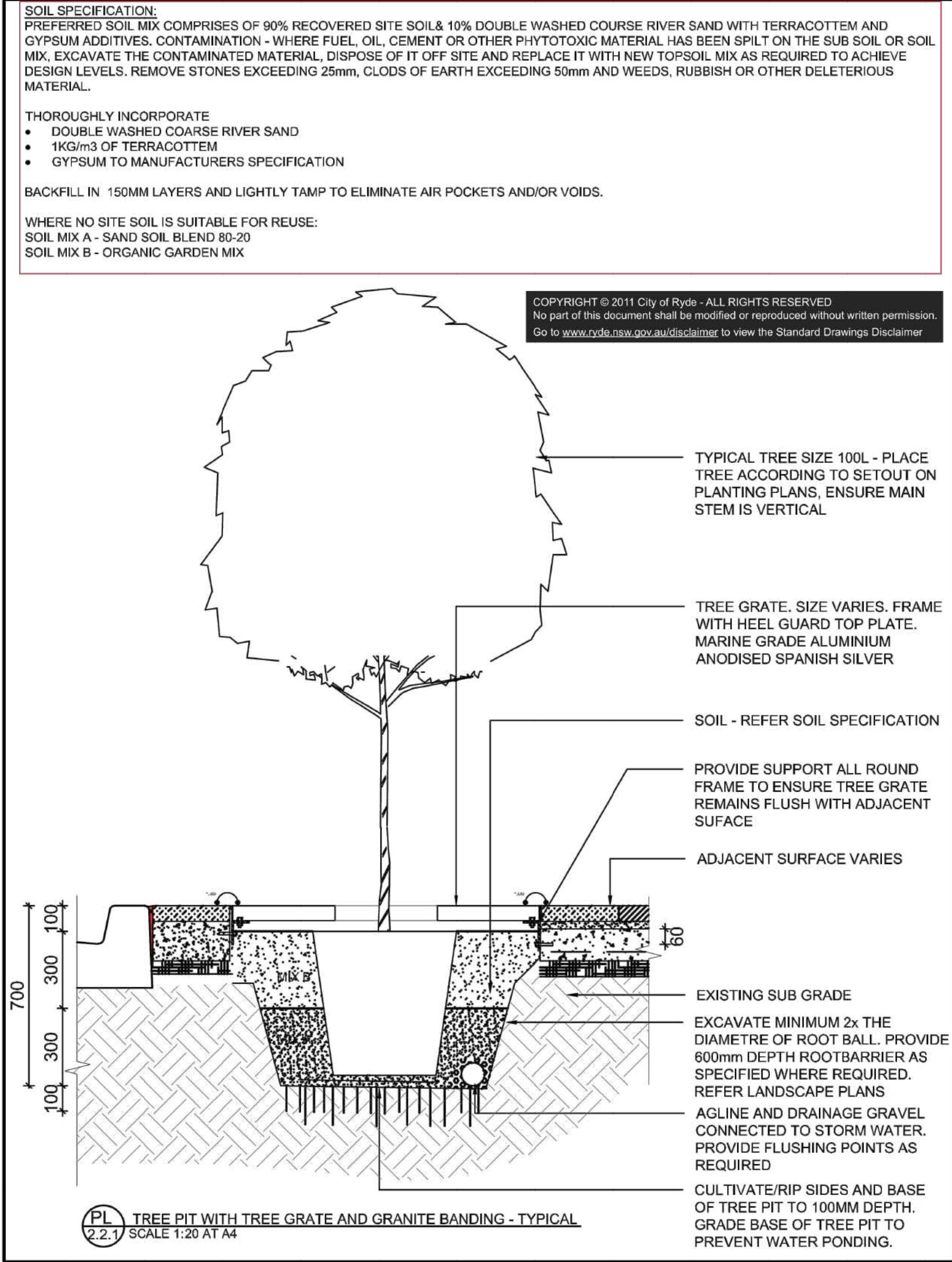
PROJECT

PROPOSED DEVELOPMENT  
1-20 RAILWAY ROAD,  
MEADOWBANK

DRAWING TITLE  
COUNCIL STANDARD DRAWINGS - TREE  
PIT DETAIL AND TYPICAL PAVEMENT  
STRUCTURE LOCAL ROAD

<p>SCALES</p> <p><b>AS SHOWN</b></p>	<p>DESIGNED</p> <p><b>DM</b></p>	<p>DRAFTED</p> <p><b>DM</b></p>
<p>DRAWING NO.</p> <p><b>A20022- CIV18</b></p>	<p>APPROVED</p> <p><b>JM</b></p>	<p>REVISION</p> <p><b>H</b></p>

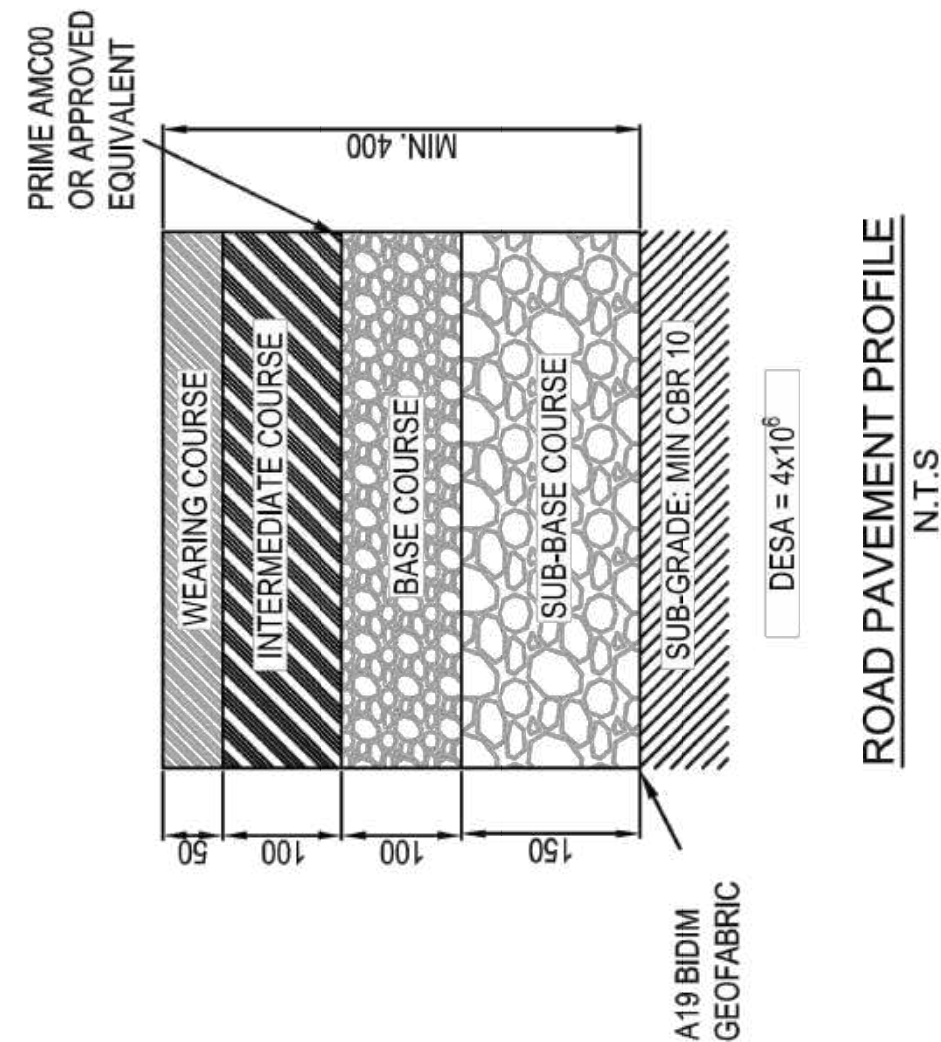
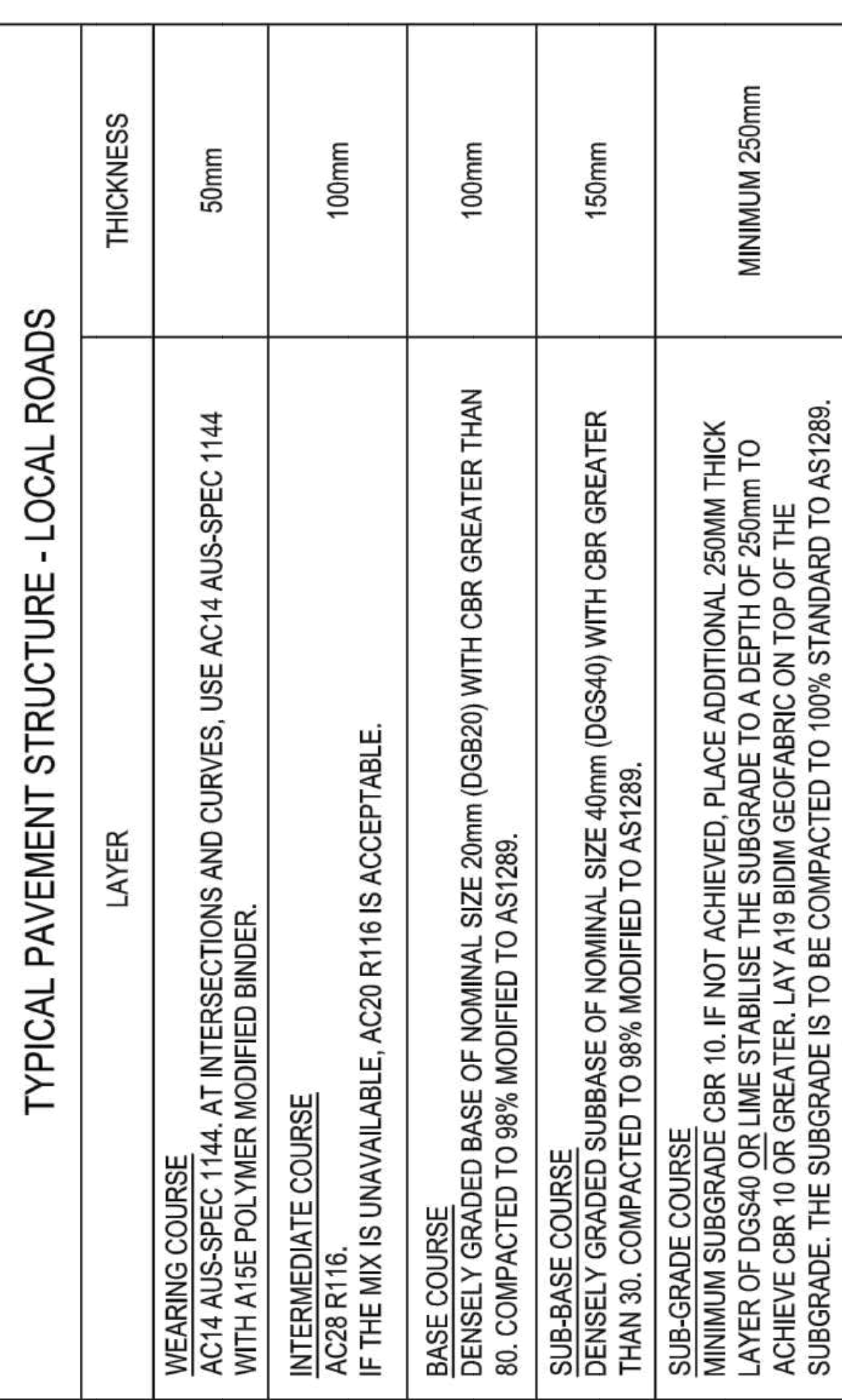
# ISSUE FOR DA APPROVAL



STANDARD DRAWING  
TREE PIT WITH TREE  
GRATE AND GRANITE  
BANDING - TYPICAL

APPROVED VP DESIGN MANAGER	DATE 15/12/17
DRAWING NUMBER	REVISION
PL2.2.1	B

ABN: 81 621 292 610 - LEVEL 1, BUILDING 0, BINARY CENTRE, 3 RICHARDSON PLACE, NORTH RYDE NSW 2113 - Email: [cityofryde@ryde.nsw.gov.au](mailto:cityofryde@ryde.nsw.gov.au) - Web: [www.ryde.nsw.gov.au](http://www.ryde.nsw.gov.au) - Tel: (02) 9952 8222 - Fax: (02) 9952 8070

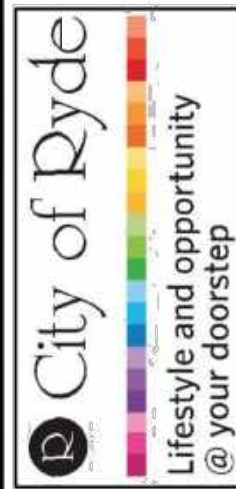


**NOTES:**

1. BASE AND SUB-BASE MATERIAL SHALL COMPLY WITH RMS QA SPECIFICATION 3061 GRANULAR BASE AND SUBBASE MATERIALS FOR SURFACED ROAD PAVEMENTS.
2. BASE AND SUB-BASE MATERIAL SHALL BE MANUFACTURED FROM HARD, DURABLE STONE FREE OF CLAY SLUMPS, ORGANIC MATTER AND DELETERIOUS SUBSTANCES, MATERIALS OF DIFFERENT TYPE OR FROM DIFFERENT SOURCES SHALL BE PLACED AND STORED SEPARATELY.
3. PLACE 150 BDM GEOPAPRIC UNDERNEATH THE SUB-BASE COURSE, TO SEPERATE SUB-GRADE AND GRANULAR MATERIALS.
4. DESIGN LIFE OF THE PAVEMENT SHALL BE A MINIMUM OF 40 YEARS WITH A GROWTH FACTOR OF 1.2.
5. PRIOR TO THE ISSUE FOR CONSTRUCTION CIVIL WORKS DRAWINGS, PAVEMENT DESIGN AND A GEOTECHNICAL REPORT SHALL BE SUBMITTED TO COUNCIL FOR APPROVAL.
6. DURING CONSTRUCTION EACH PAVEMENT LAYER IS TO BE TESTED FOR COMPLIANCE AND CERTIFIED BY THE ACCREDITED PROVIDER (NATA REGISTERED).
7. NOMINAL CROSS FALL OF PAVEMENT SHALL BE 3%.
8. MAXIMUM LONGITUDINAL GRADE OF THE ROAD SHALL BE 8%.

ALL PAVEMENT DESIGNS ARE SUBJECT TO GEOTECHNICAL INVESTIGATION BY AN ACCREDITED PROVIDER (NATA REGISTERED) AND THE DESIGNS TO BE CARRIED OUT IN ACCORDANCE WITH AUSTRROADS GUIDE TO PAVEMENT TECHNOLOGY - PART 2: PAVEMENT STRUCTURAL DESIGN (2017). DESIGN TO BE UNDERTAKEN BY A QUALIFIED CIVIL/GEOTECHNICAL ENGINEER AND ACCEPTED BY CITY OF RYDE COUNCIL.

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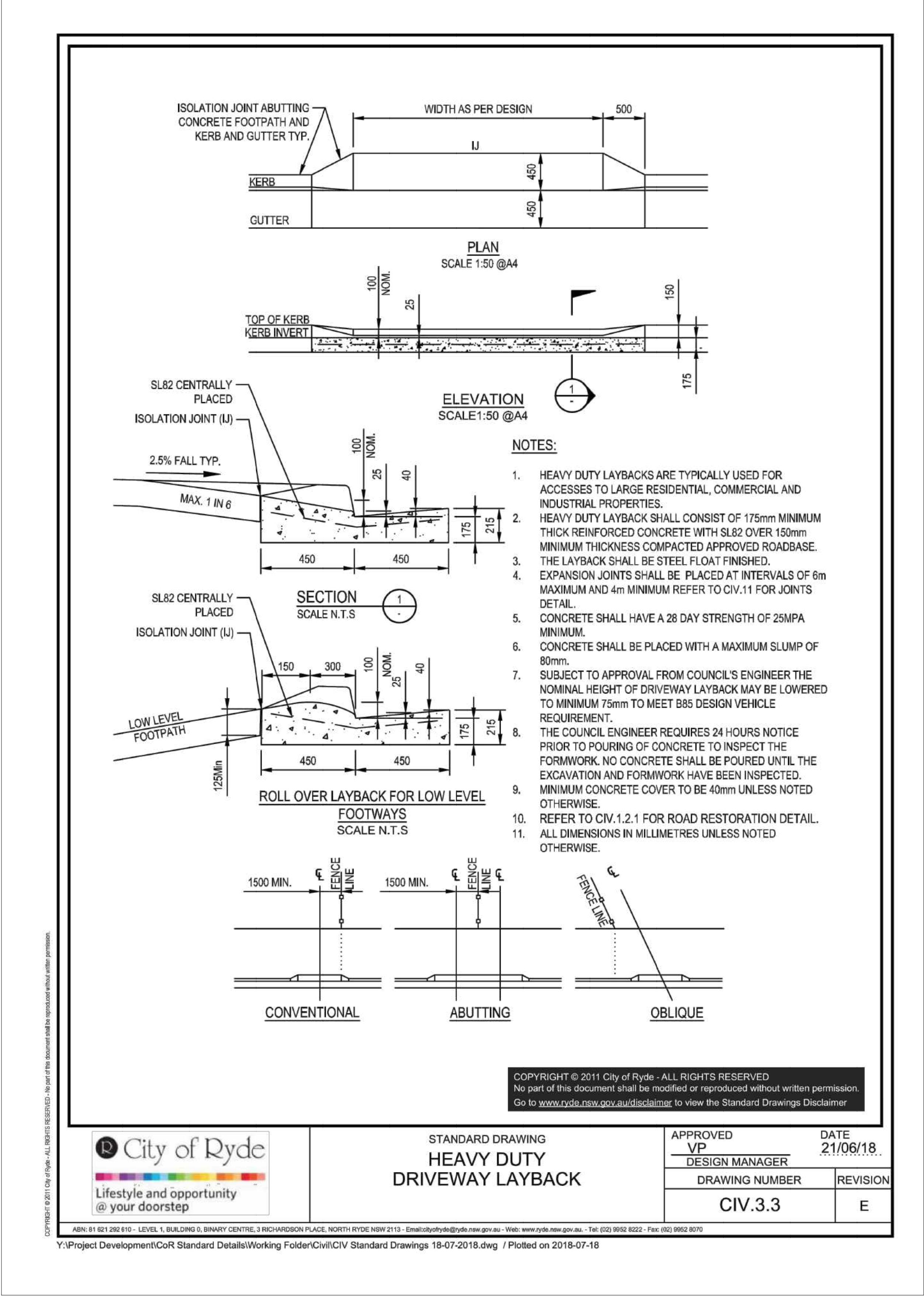
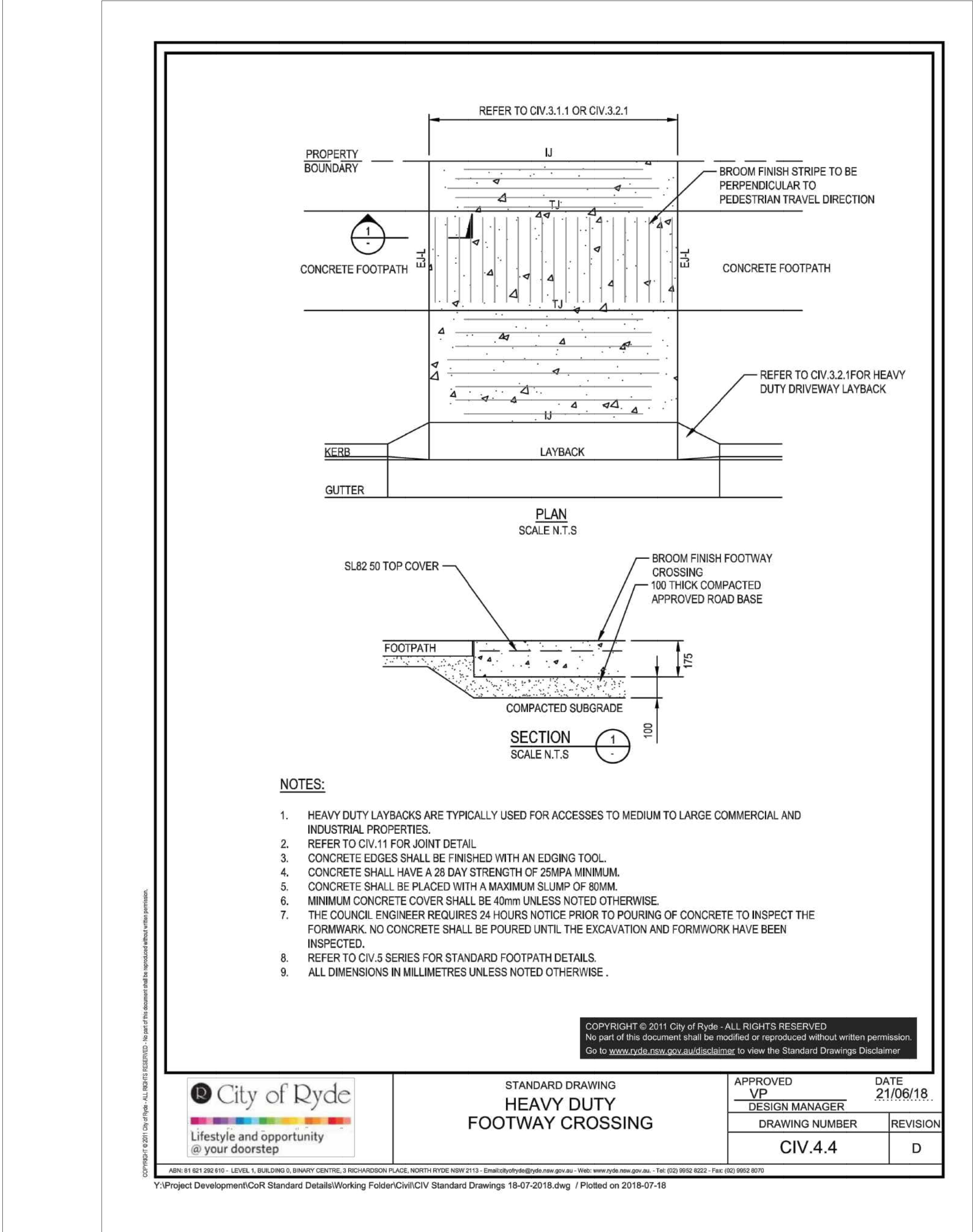
ASIN: 81 621 252 610  
LEVEL 1, BUILDING 0, BINARY CENTRE, 3  
RICHARDSON PLACE, NORTH RYDE NSW 2113  
Locked Bag 2059  
NORTH RYDE NSW 1670  
Email: [info@ryde.nsw.gov.au](mailto:info@ryde.nsw.gov.au)  
Web: [www.ryde.nsw.gov.au](http://www.ryde.nsw.gov.au)  
Tel: (02) 9652 6222  
Fax: (02) 9662 8070

# STANDARD DRAWING TYPICAL PAVEMENT STRUCTURE LOCAL ROADS

APPROVED VP	DATE 14.08.2019
DESIGN MANAGER	
DRAWING NUMBER	REVISION
CIV.14.1	B

Y:\Asset Systems\Publications\Standards\CoRStandards\Pavement\Structure\TM Standard Drawings 17-12-2017 TM.6.1.1 RevB.dwg / Plotted on 2019-08-14





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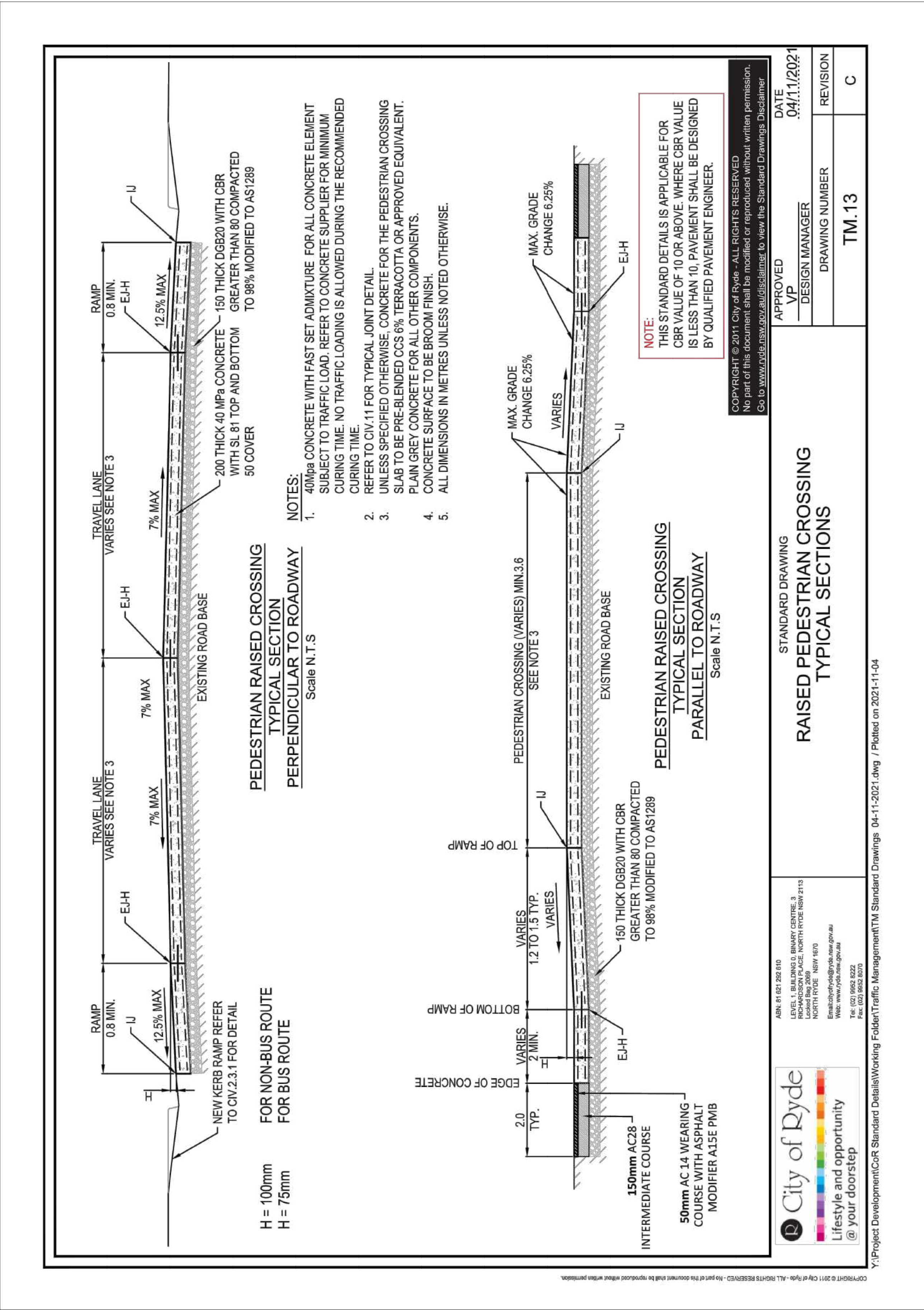
Phone: (02) 9745 5202  
Fax: (02) 8004 7461  
Email: [Info@alphaengineering.com.au](mailto:Info@alphaengineering.com.au)  
Address: 4.03, 16 Railway Parade,  
Burwood NSW 2134  
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ARCHITECT  
**CURZON + PARTNERS**  
L 13, 234 GEORGE STREET  
SYDNEY NSW 2000  
T: +61 87055475  
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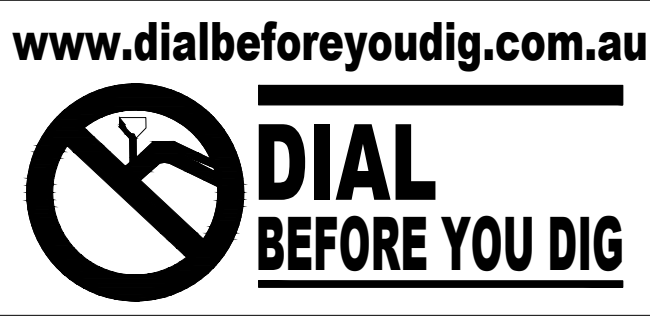
PROJECT  
**PROPOSED DEVELOPMENT  
1-20 RAILWAY ROAD,  
MEADOWBANK**

DRAWING TITLE		
COUNCIL STANDARD DRAWINGS - HEAVY DUTY LAYBACK AND DRIVEWAY		
SCALES AS SHOWN	DESIGNED DM	DRAFTED DM
DRAWING NO. A20022- CIV19	APPROVED JM	REVISION H





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Phone: (02) 9745 5202  
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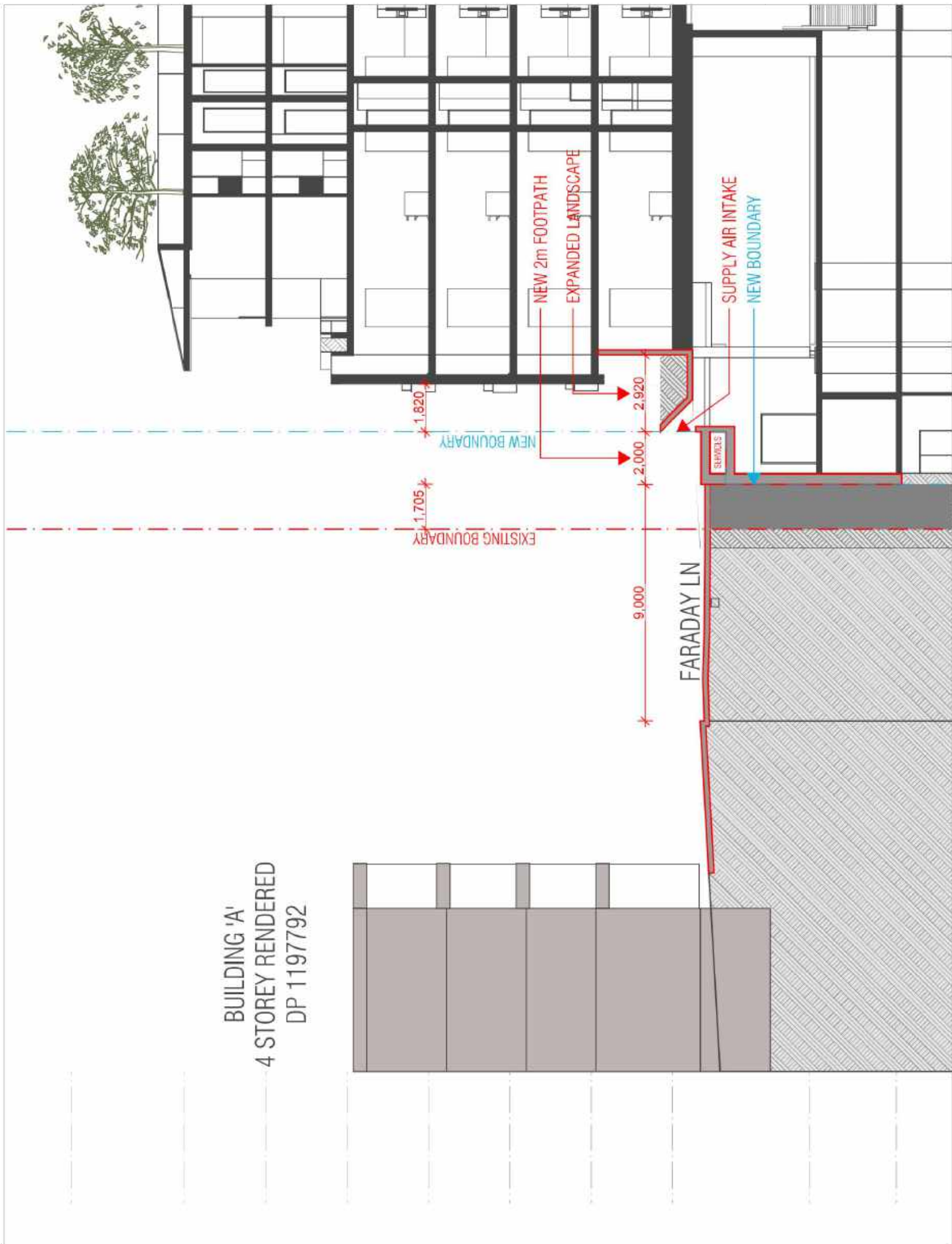
**CURZON + PARTNERS**  
L 13, 234 GEORGE STREET  
SYDNEY NSW 2000  
T: +61 87055475  
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PROJECT		DRAWING TITLE		
PROPOSED DEVELOPMENT 1-20 RAILWAY ROAD, MEADOWBANK		COUNCIL STANDARD DRAWINGS - RAISED PEDESTRIAN CROSSINGS TYPICAL SECTION		
		SCALES AS SHOWN	DESIGNED DM	DRAFTED DM
		DRAWING NO. A20022- CIV20	APPROVED JM	REVISION H



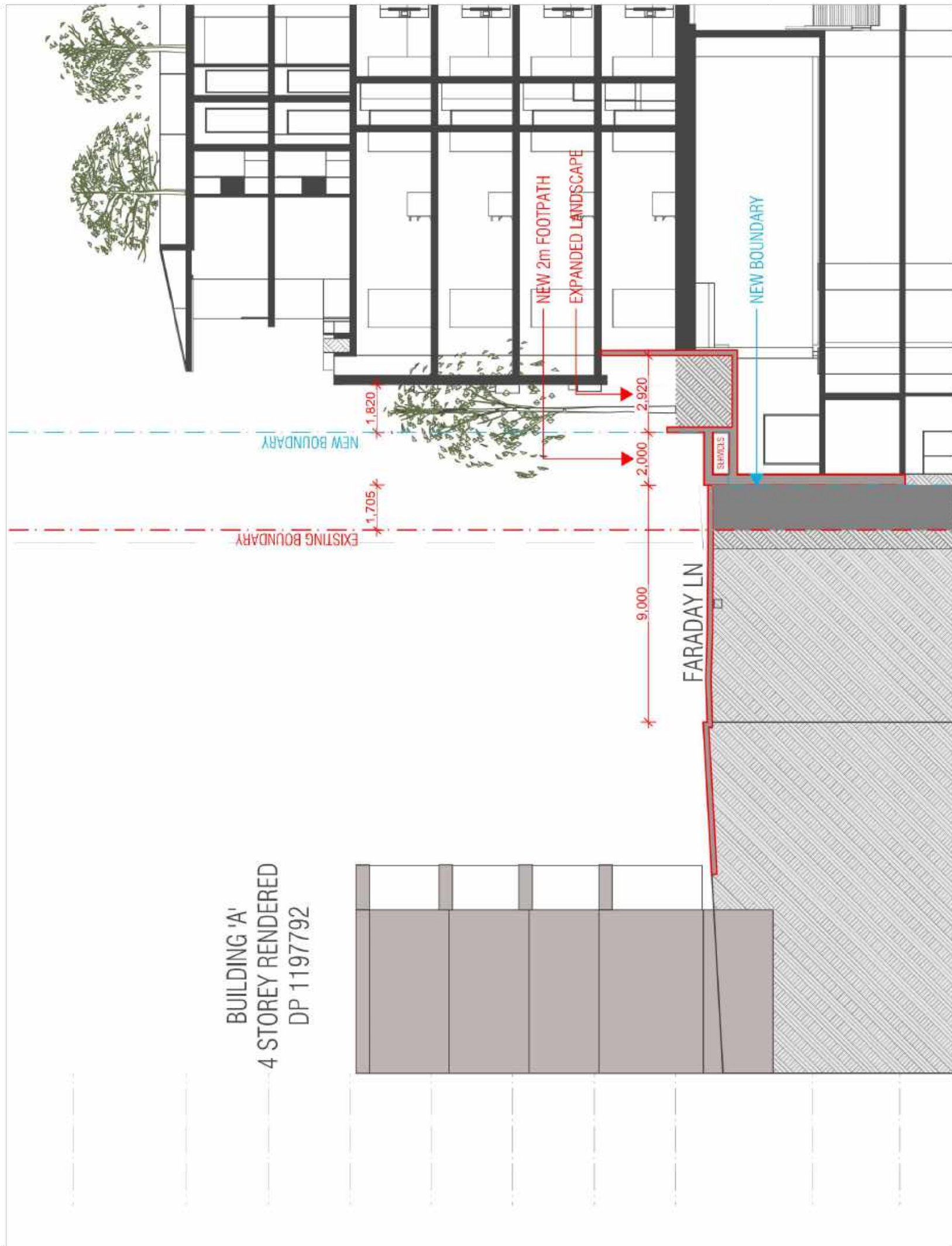


LEVEL 1 PLAN  
SCALE 1:200 @A3



SECTION H - FARADAY LN  
SCALE 1:200 @A3

SK 003



LANDSCAPE SECTION- FARADAY LN  
SCALE 1:200 @A3

SK 004



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Fax: (02) 8004 7461  
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ARCHITECT  
**CURZON + PARTNERS**  
L 13, 234 GEORGE STREET  
SYDNEY NSW 2000  
T: +61 87055475  
CURZON AND PARTNERS PTY LTD ACN 649993377

PROJECT  
**PROPOSED DEVELOPMENT  
1-20 RAILWAY ROAD,  
MEADOWBANK**

DRAWING TITLE  
**TYPICAL DRAWING FOR SERVICE  
CONDUIT UNDER FOOTPATH**

SCALES AS SHOWN	DESIGNED DM	DRAFTED DM
DRAWING NO. A20022- CIV21	APPROVED JM	REVISION H