

# **Attachment D**

**Voluntary Planning Agreement Detailed  
Design DA (D/2019/976)**

# PLANNING AGREEMENT

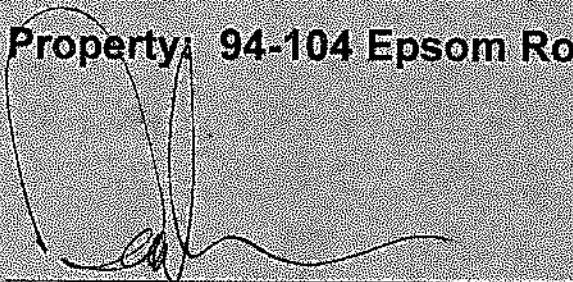
**The Council of the City of Sydney**  
(ABN 22 636 550 790)

and

**Karimbla Properties (No. 48) Pty Limited**  
(ACN 168 601 232)

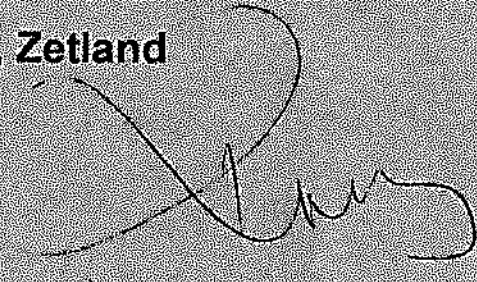
**Property: 94-104 Epsom Road, Zetland**

Sydney 2030 Green Global Connectives



Director  
Karimbla Properties (No. 48) Pty Limited  
**DAVID CREMONA**  
COMPANY DIRECTOR

Full Name (printed):



Director/Secretary  
Karimbla Properties (No. 48) Pty Limited  
**ROBYN McCULLY**

Full Name (printed):



Graham Jahn  
Director – City Planning, Development and  
Transport  
The Council of the City of Sydney  
Authorised delegate pursuant to section  
377 of the Local Government Act 1993

**The Council of the City of Sydney**  
Town Hall House  
456 Kent Street  
SYDNEY NSW 2000  
Ref: [S129588]

*city of villages*

## CONTENTS

CLAUSE	PAGE
1. INTERPRETATION .....	7
1.1 Definitions .....	7
1.2 Rules for interpreting this document .....	12
2. APPLICATION OF THE ACT AND THE REGULATION .....	13
2.1 Application of this document .....	13
2.2 Option .....	13
2.3 Public Benefits to be made by Developer .....	14
2.4 Application of sections 7.11, 7.12 and 7.24 of the Act .....	14
2.5 City rights .....	14
2.6 Explanatory note .....	14
3. OPERATION OF THIS PLANNING AGREEMENT .....	15
3.1 Commencement .....	15
4. WARRANTIES .....	15
4.1 Mutual warranties .....	15
4.2 Developer warranties .....	15
5. PUBLIC BENEFITS .....	16
5.1 Developer to provide Public Benefits .....	16
6. COMPLETION .....	16
6.1 Date of Completion .....	16
6.2 Developer completion notice .....	16
6.3 Inspection by the City .....	16
6.4 Non-completion of Public Benefits .....	17
7. INDEMNITY .....	18
8. DEFECTS LIABILITY .....	18
8.1 Security for Defects Liability Period .....	18
8.2 Defect in the Public Benefits .....	18
9. REGISTRATION AND CAVEAT .....	19
9.1 Registration of this document .....	19
9.2 Caveat .....	19
9.3 Release of this document .....	20
10. ENFORCEMENT .....	20
10.1 Developer to provide Guarantee .....	20
10.2 Adjustment of Guarantee Amount .....	20
10.3 Right of City to claim on Guarantee .....	20
10.4 Expenditure by the City .....	21
10.5 Top-up and return of Guarantee .....	22
10.6 Compulsory acquisition .....	22
11. DISPUTE RESOLUTION .....	23
11.1 Application .....	23
11.2 Negotiation .....	23
11.3 Not use information .....	23
11.4 Condition precedent to litigation .....	24

11.5	Summary or urgent relief .....	24
12.	TAXES AND GST .....	24
12.1	Responsibility for Taxes .....	24
12.2	GST free supply .....	24
12.3	Supply subject to GST .....	24
13.	DEALINGS .....	25
13.1	Dealing by the City .....	25
13.2	Dealing by the Developer .....	25
13.3	Extinguishment or creation of interests on Transfer Land .....	26
14.	TERMINATION .....	26
15.	CONFIDENTIALITY AND DISCLOSURES .....	27
15.1	Use and disclosure of Confidential Information .....	27
15.2	Disclosures to personnel and advisers .....	27
15.3	Disclosures required by law .....	27
15.4	Receiving party's return or destruction of documents .....	28
15.5	Security and control .....	28
15.6	Media releases .....	28
16.	NOTICES .....	28
17.	GENERAL .....	29
17.1	Governing law .....	29
17.2	Access to information .....	29
17.3	Liability for expenses .....	29
17.4	Relationship of parties .....	29
17.5	Giving effect to this document .....	30
17.6	Time for doing acts .....	30
17.7	Severance .....	30
17.8	Preservation of existing rights .....	30
17.9	No merger .....	30
17.10	Waiver of rights .....	30
17.11	Operation of this document .....	31
17.12	Operation of indemnities .....	31
17.13	Inconsistency with other documents .....	31
17.14	No fetter .....	31
17.15	Counterparts .....	31
1.	PUBLIC BENEFITS - OVERVIEW .....	35
2.	PAYMENT OF MONETARY CONTRIBUTION .....	35
2.1	Payment .....	35
2.2	Indexation .....	35
2.3	No trust .....	36
3.	TRANSFER LAND .....	36
3.1	Dedication of land – decision .....	36
3.2	Obligations on dedication .....	36
3.3	Obligations on transfer .....	36
4.	FINAL DESIGN OF THE DEVELOPER'S WORKS .....	37
4.1	Scope of Developer's Works .....	37
4.2	Final design of Developer's Works .....	38
4.3	Preparation of and changes to construction design drawings .....	39
5.	CONSTRUCTION OF DEVELOPER'S WORKS .....	40

5.1	Insurance .....	40
5.2	Approvals and consents.....	40
5.3	Construction work .....	40
5.4	Inspections by the City.....	41
6.	STANDARDS .....	41

**Schedules**

1	Agreement Details .....	32
2	Requirements under the Act and Regulation (clause 2).....	33
3	Public Benefits (clause 5).....	35

**THIS PLANNING AGREEMENT** is made on 1st May 2020

**BETWEEN:**

- (1) **The Council of the City of Sydney** ABN 22 636 550 790 of Town Hall House, 456 Kent Street, SYDNEY NSW 2000 (the **City**); and
- (2) **Karimbla Properties (No 48) Pty Limited** ACN 168 601 232 of Level 11 Meriton Tower, 528 Kent Street, SYDNEY NSW 2000 (the **Developer**).

**BACKGROUND**

- (A) The Landowner is the owner of the Land.
- (B) The Land is subject to an option deed (between the City and the Developer) for the Developer to purchase the Land.
- (C) The Developer intends to undertake the Development on the Land.
- (D) The Developer has offered to enter into this document with the City to provide the Public Benefits on the terms of this document.

**THE PARTIES AGREE AS FOLLOWS:**

**1. INTERPRETATION**

**1.1 Definitions**

The following definitions apply in this document.

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

**Adverse Affectation** has the same meaning as in Part 3 of Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2010 (NSW)*.

**Attributed Value** means the value the City and the Developer agree is to be attributed to each element of the Public Benefits as at the date of this document, as set out in clause 1 of Schedule 3 of this document.

**Authorisation** means:

- (a) an approval, authorisation, consent, declaration, exemption, permit, licence, notarisation or waiver, however it is described, and including any condition attached to it; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.

**City's Personal Information** means Personal Information to which the Developer, or any third party engaged by the Developer, has access directly or indirectly in connection with this document, including the Personal Information of any personnel, customer or supplier of the City (other than the Developer).

**City's Policies** means all policies and procedures relevant to the provision of the Public Benefits, as notified by the City in writing to the Developer.

**City's Representative** means the person named in Item 3 of Schedule 1 or his/her delegate.

**Completion** means the point at which the Developer's Works are complete except for minor defects:

- (a) the existence of which do not prevent the Developer's Works being reasonably capable of being used for their intended purpose;
- (b) which the Developer has grounds for not promptly rectifying; and
- (c) rectification of which will not affect the immediate and convenient use of the Developer's Works for their intended purpose.

**Completion Notice** means a notice issued by the Developer in accordance with clause 6.1.

**Confidential Information** means:

- (a) information of a party (**disclosing party**) that is:
  - (i) made available by or on behalf of the disclosing party to the other party (**receiving party**), or is otherwise obtained by or on behalf of the receiving party; and
  - (ii) by its nature confidential or the receiving party knows, or ought reasonably to know, is confidential.

Confidential Information may be made available or obtained directly or indirectly, and before, on or after the date of this document.

Confidential Information does not include information that:

- (a) is in or enters the public domain through no fault of the receiving party or any of its officers, employees or agents;
- (b) is or was made available to the receiving party by a person (other than the disclosing party) who is not or was not then under an obligation of confidence to the disclosing party in relation to that information; or
- (c) is or was developed by the receiving party independently of the disclosing party and any of its officers, employees or agents.

**Construction Certificate** has the same meaning as in the Act.

**Contamination** has the meaning given to that word in the *Contaminated Land Management Act 1997* (NSW).

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Dealing** means selling, transferring, assigning, novating, mortgaging, charging, or encumbering and, where appearing, **Deal** has the same meaning.

**Defect** means any error, omission, defect, non-conformity, discrepancy, shrinkage, blemish in appearance or other fault in the Public Benefits or any other matter which prevents the Public Benefits from complying with the terms of this document.

**Defects Liability Period** means in relation to the Public Benefits, the period of 12 months from the date on which the Developer's Works reach Completion.

**Developer's Representative** means the person named in Item 4 of Schedule 1 or his/her delegate.

**Developer's Works** means those parts of the Public Benefit described as "Developer's Works" in clause 1 of Schedule 3, to be delivered by the Developer in accordance with this document.

**Development** means the development of the Land by the Developer described at Item 2 of Schedule 1.

**Development Application** means the development application identified in Item 5 of Schedule 1 and includes all plans, reports models, photomontages, material boards (as amended supplemented) submitted to the consent authority before the determination of that Development Application.

**Development Consent** means the consent granted to the Development Application for the Development and includes all modifications made under section 4.55 of the Act.

**Dispute** means any dispute or difference between the parties arising out of, relating to or in connection with this document, including any dispute or difference as to the formation, validity, existence or termination of this document.

**Environmental Laws** means all laws and legislation relating to environmental protection, building, planning, health, safety or work health and safety matters and includes the following:

- (a) the *Work Health and Safety Act 2011* (NSW);
- (b) the *Protection of the Environment Operations Act 1997* (NSW); and
- (c) the *Contaminated Land Management Act 1997* (NSW).

**Government Agency** means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.



**Gross Floor Area** has the meaning given to that term in the *Sydney Local Environment Plan* in effect at the date of this document.

**GST** means the same as in the GST Act.

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

**Guarantee** means an irrevocable unconditional bank guarantee or documentary performance bond for the Guarantee Amount which must:

- (a) be denominated in Australian dollars;
- (b) be an unconditional undertaking;
- (c) be signed and issued by a bank licensed to carry on business in Australia, an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution, an insurer being Liberty Mutual Insurance Company or any other insurer authorised by APRA to conduct new or renewal insurance business in Australia having 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);
- (d) be issued on behalf of the Developer;
- (e) have no expiry or end date;
- (f) state the beneficiary as the City;
- (g) be irrevocable;
- (h) state the Guarantee Amount as the minimum amount required by this document to be lodged as security;
- (i) state the purpose of the security as required in accordance with this document; and
- (j) be on such other terms approved by the City.

**Guarantee Amount(s)** means a Guarantee or Guarantees for the total amount listed in Item 6 of Schedule 1 of this document.

**Guarantee Amount(s) Due Date** means the date or milestone by which the Developer must provide the Guarantee Amount to the City, set out at Item 7 of Schedule 1.

**Index Number** means the Consumer Price Index (Sydney all groups) published by the Australian Bureau of Statistics from time to time.

**Insolvency Event** means:

- (a) having a controller, receiver, manager, administrator, provisional liquidator, liquidator or analogous person appointed;
- (b) an application being made to a court for an order to appoint a controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property
- (c) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (d) an application being made to a court for an order for its winding up;
- (e) an order being made, or the person passing a resolution, for its winding up;
- (f) the person:
  - (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
  - (ii) being unable to pay its debts or otherwise insolvent;
- (g) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- (h) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or
- (i) any analogous event under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the other party.

**Land** means the land described in Item 1 of Schedule 1 of this document.

**Landowner** means the City.

**Laws** means all applicable laws, regulations, industry codes and standards, including all Environmental Laws.

**Monetary Contribution** means that part of the Public Benefits described as "Monetary Contribution" in clause 1 of Schedule 3 to be paid by the Developer to the City in accordance with this document.

**Occupation Certificate** has the same meaning as in the Act.

**Personal Information** has the meaning set out in the *Privacy Act 1988* (Cth).

**Personnel** means the Developer's officers, employees, agents, contractors or subcontractors.

**Planning Authority** has its meaning under the Act.

**Privacy Laws** means the *Privacy Act 1988* (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW), the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth) and any other applicable legislation, principles, industry codes and policies relating to the handling of Personal Information.

**Public Benefits** means the provision of benefits to the community by the Developer in the form and at the times specified in Schedule 3.

**Quantity Surveyor** means a qualified independent and practising quantity surveyor with at least five years' experience in the assessment of building and construction costs.

**Quantity Surveyor's Assessment** means the assessment by the Quantity Surveyor of the cost to deliver the Developer's Works.

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

**Standards** means the policies, procedures and standards for carrying out the Developer's Works, listed non-exhaustively at clause 6 of Schedule 3.

**Subdivision of Land** has the same meaning as in the Act.

**Tax** means a tax, levy, duty, rate, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge.

**Transfer Land** means land forming part of the Public Benefit that is to be either dedicated or transferred to the City in accordance with Schedule 3 of this document.

## 1.2 **Rules for interpreting this document**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

- (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

- (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
  - (c) A word which suggests one gender includes the other genders.
  - (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
  - (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
  - (f) A reference to **including** means "including, without limitation".
  - (g) A reference to **dollars** or **\$** is to an amount in Australian currency.
  - (h) A reference to **this document** includes the agreement recorded by this document.
  - (i) Words defined in the GST Act have the same meaning in clauses about GST.
  - (j) This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

## 2. **APPLICATION OF THE ACT AND THE REGULATION**

### 2.1 **Application of this document**

This document is a planning agreement within the meaning of section 7.4 of the Act and applies to:

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

### 2.2 **Option**

The parties acknowledge and agree that:

- (a) The Landowner is the owner of the Land at the date of this document.

- (b) On 15 March 2018 the Landowner and the Developer entered into a Put and Call Option Deed in relation to the Land.
- (c) The Developer, with the Landowner's consent, proposes to make a development application for the development on the Land.
- (d) The City is a party to this document solely in its capacity as a Public Authority. For the removal of doubt, the City (as Landowner) has no obligations under this document while the City remains the registered proprietor of the Land.
- (e) If:
  - (i) the Sale Contract does not complete so that the Developer does not become the owner of the Land; and
  - (ii) the Landowner transfers the Land to a third party,
 

the third party will be responsible for the obligations of the Developer and the Landowner under this document unless otherwise assigned under the terms of this document.

### 2.3 **Public Benefits to be made by Developer**

Clause 5 and Schedule 3 set out the details of the:

- (a) Public Benefits to be delivered by the Developer;
- (b) time or times by which the Developer must deliver the Public Benefits; and
- (c) manner in which the Developer must deliver the Public Benefits.

### 2.4 **Application of sections 7.11, 7.12 and 7.24 of the Act**

- (a) The application of sections 7.11, 7.12 and 7.24 of the Act are excluded to the extent set out in Items 5, 6 and 7 of Schedule 2 to this document.

### 2.5 **City rights**

This document does not impose an obligation on the City to:

- (a) grant Development Consent for the Development; or
- (b) exercise any function under the Act in relation to a change to an environmental planning instrument, including the making or revocation of an environmental planning instrument.

### 2.6 **Explanatory note**

The explanatory note prepared in accordance with clause 25E of the Regulation must not be used to assist in construing this document.

### 3. OPERATION OF THIS PLANNING AGREEMENT

#### 3.1 Commencement

This document will commence on the date of execution of this document by all parties to this document.

### 4. WARRANTIES

#### 4.1 Mutual warranties

Each party represents and warrants that:

- (a) (**power**) it has full legal capacity and power to enter into this document and to carry out the transactions that it contemplates;
- (b) (**corporate authority**) it has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;
- (c) (**Authorisations**) it holds each Authorisation that is necessary or desirable to:
  - (i) enable it to properly execute this document and to carry out the transactions that it contemplates;
  - (ii) ensure that this document is legal, valid, binding and admissible in evidence; or
  - (iii) enable it to properly carry on its business as it is now being conducted, and it is complying with any conditions to which any of these Authorisations is subject;
- (d) (**documents effective**) this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (e) (**solvency**) there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and
- (f) (**no controller**) no controller is currently appointed in relation to any of its property, or any property of any of its subsidiaries.

#### 4.2 Developer warranties

- (a) The Developer warrants to the City that, at the date of this document:
  - (i) it is legally authorised by the landowner to obtain all consents and approvals that are required by this document and do all things necessary to give effect to this document;

- (ii) all work performed by the Developer and the Personnel under this document will be performed with due care and skill and to a standard which is equal to or better than that which a well experienced person in the industry would expect to be provided by an organisation of the Developer's size and experience; and
  - (iii) it is not aware of any matter which may materially affect the Developer's ability to perform its obligations under this document.
- (b) The Developer warrants to the City that, prior to commencing delivery of the Public Benefits it will have obtained all Authorisations and insurances required under any Law to carry out its obligations under this document.

**5. PUBLIC BENEFITS**

**5.1 Developer to provide Public Benefits**

The Developer must, at its cost and risk, provide the Public Benefits to the City in accordance with this document.

**6. COMPLETION**

**6.1 Date of Completion**

The Developer must ensure that the Developer's Works reach Completion on or before the date or milestone referred to in clause 1 of Schedule 3 of this document.

**6.2 Developer completion notice**

When, in the reasonable opinion of the Developer, the Developer's Works have reached Completion, the Developer must notify the City's Representative in writing and must include in that notice:

- (a) a statement from the person with direct responsibility and supervision of that work that in their opinion the Developer's Works have reached Completion;
- (b) copies of any warranties, guarantees, maintenance information or other material reasonably required for the City to assume responsibility for the Developer's Works; and
- (c) at least three sets of the "as built" drawings of the Developer's Works, including one set in electronic format,

**(Completion Notice).** For the avoidance of doubt, the Developer can issue separate Completion Notices at separate times for different elements of the Developer's Works, however the Developer must ensure that Completion is achieved for the Developer's Works before the due date specified in Item 1 of Schedule 3.

**6.3 Inspection by the City**

- (a) The City's Representative must inspect the Developer's Works within 5 Business Days of the date that the Completion Notice is received by the City. The City's Representative may refuse to complete the inspection until the

Completion Notice has been issued with all required documentation attached in accordance with clause 6.2. Within 10 Business Days of the date of the inspection by the City's Representative, the City must by written notice to the Developer:

- (i) state that Completion has been achieved;
  - (ii) state that Completion has not been achieved and, if so, identify the Defects, errors or omissions which, in the opinion of the City's Representative, prevent Completion; or
  - (iii) issue a notice under clause 6.4(a).
- (b) Nothing in this clause 6.3, or any notice issued under this clause 6.3, will:
- (i) reduce or waive in any manner the Developer's responsibility to:
    - (A) deliver the Developer's Works in accordance with this document; or
    - (B) the Developer's responsibility to correct Defects, errors or omissions, whether or not these are identified by the City; or
  - (ii) create any liability for the City in relation to any defective aspect of the Developer's Works.

#### **6.4 Non-completion of Public Benefits**

- (a) If the Developer makes a request by notice in writing not to complete the Public Benefits (or any part of the Public Benefits):
- (i) the City may permit the Developer not to complete the Public Benefits (or any part of the Public Benefits) by issuing a notice in writing to the Developer stating that completion of the items identified in that notice is not required to fulfil the Developer's obligations under this document; and
  - (ii) the City may make a claim on the Guarantee in such amount as the City considers necessary to complete the portion of Public Benefit not being delivered by the Developer.
- (b) If the Developer fails to complete the whole of the Public Benefits in the form and to the standards required under the Development Consent or this document then the City may either:
- (i) complete the Public Benefits itself, including by exercising its right to compulsorily acquire the Transfer Land in accordance with clause 10.6 of this document; or
  - (ii) modify the Public Benefits to reasonably achieve the objectives identified in the Development Consent and this document,

and may recover all costs of and reasonably incidental to that work from the Developer. The City can claim on the Guarantee in order to exercise this right, in which case the provisions of clause 10 will apply. To the extent that



the City's costs exceed the amount of the Guarantee, the City can recover this amount from the Developer as a debt due and owing to the City.

- (c) If the City exercises its rights under this clause 6.4 to complete the Public Benefits, the Developer grants the City a licence for the period necessary for the City to access the Land to carry out, or procure the carrying out, of the Public Benefits.

## **7. INDEMNITY**

The Developer indemnifies the City against all damage, expense, loss or liability of any nature suffered or incurred by the City arising from any act or omission by the Developer (or any Personnel) in connection with the performance of the Developer's obligations under this document, except where the damage, expense, loss or liability suffered or incurred is caused by, or contributed to by, any wilful or negligent act or omission of the City (or any person engaged by the City).

## **8. DEFECTS LIABILITY**

### **8.1 Security for Defects Liability Period**

Until the expiry of the relevant Defects Liability Period, the City may retain from the Guarantee an amount equal to 10% of the Attributed Value of the Developer's Works as security for the Developer's performance of its obligations under this clause 8. The Developer must make any necessary arrangements to allow the provision of the Guarantee for the Defects Liability Period in accordance with this clause. The City must return the Guarantee to the Developer within 20 Business Days after the expiry of the relevant Defects Liability Period.

### **8.2 Defect in the Public Benefits**

- (a) If:
  - (i) the Developer is in breach of clause 4.2 of this document; or
  - (ii) the City notifies the Developer of a Defect in the Public Benefits within the Defects Liability Period,

then, following written notice from the City, the Developer must promptly correct or replace (at the Developer's expense) the defective elements of the Public Benefits.

- (b) If the Developer is unable or unwilling to comply with clause 8.2(a), or fails to rectify the Defect within three months of receiving notice from the City under clause 8.2(a), the City may:
  - (i) rectify the Defect itself;
  - (ii) make a claim on the Guarantee in accordance with clause 10 for the reasonable costs of the City in rectifying the Defect; and
  - (iii) to the extent the costs incurred to rectify the Defect exceeds the Guarantee, recover the reasonable costs from the Developer as a debt due and owing to the City.

- (c) If the City requires access to the Land to rectify any Defect, the Developer grants the City and its contractors a licence for such period as is necessary for the City and its contractors to access the Land to carry out, or procure the carrying out, of the rectification works.

## **9. REGISTRATION AND CAVEAT**

### **9.1 Registration of this document**

- (a) The Developer:
  - (i) consents to the registration of this document at the NSW Land Registry Services on the certificate of title to the Land;
  - (ii) warrants that it has obtained all consents to the registration of this document on the certificate of title to the Land; and
  - (iii) must within 10 Business Days of a written request from the City do all things necessary to allow the City to register this document on the certificate of title to the Land, including but not limited to:
    - (A) producing any documents or letters of consent required by the Registrar-General of the NSW Land Registry Services;
    - (B) providing the production slip number when the Developer produces the certificate of title to the Land at the NSW Land Registry Services; and
    - (C) providing the City with a cheque for registration fees payable in relation to registration of this document at NSW Land Registry Services.
  - (iv) The Developer and the City must act promptly in complying with and assisting to respond to any requisitions raised by the NSW Land Registry Services that relate to registration of this document.

### **9.2 Consent to Registration of this document by the City (as Landowner)**

- (a) The City (as Landowner) consents to the registration of this document and will comply with clause 9.1(a)(ii)(A) and (B).

### **9.3 Caveat**

- (a) The City may, at any time after the date of this document, register a caveat over the Land preventing any dealing with the Land that is inconsistent with this document. Provided that the City complies with this clause 9.3, the Developer must not object to the registration of this caveat and may not attempt to have the caveat removed from the certificate of title to the Land.
- (b) In exercising its rights under this clause 9.3 the City must do all things reasonably required to:
  - (i) remove the caveat from the Land once this document has been registered on the certificate of title to the Land; and

- (ii) consent to the registration of:
  - (A) this document; and
  - (B) any plan of consolidation, plan of subdivision or other dealing required by this document or the Development Consent or any other documents or plans required by the Developer which is not inconsistent and does not affect this document.

**9.4 Release of this document**

If the City is satisfied that the Developer has provided all Public Benefits and otherwise complied with this document then the City must promptly do all things reasonably required to remove this document from the certificate of title to the Land.

**10. ENFORCEMENT**

**10.1 Developer to provide Guarantee**

The Developer must deliver the Guarantee for the Guarantee Amount to the City by the Guarantee Amount Due Date.

**10.2 Adjustment of Guarantee Amount**

On each anniversary of the date of the Guarantee (the "Adjustment Date"), the Guarantee Amounts are to be adjusted to a revised amount by applying the following formula:

$$RGA = GA \times (A/B)$$

where:

**RGA** is the revised guarantee amount applicable from the relevant Adjustment Date

**GA** is the Guarantee Amount that is current on the relevant Adjustment Date

**A** is the Index Number most recently published before the relevant Adjustment Date

**B** is the Index Number most recently published:

- (i) before the date of the Guarantee for the first Adjustment Date; and
- (ii) before the preceding Adjustment Date for every subsequent Adjustment Date

If after the formula is applied the revised Guarantee Amount will be less than the amount held at the preceding Adjustment Date, the Guarantee Amount will not be adjusted.

**10.3 Right of City to claim on Guarantee**

- (a) The Developer agrees that the City may make an appropriation from the Guarantee in such amount as the City, acting reasonably, thinks appropriate if:

- (i) the Developer fails to comply with clause 4.2 of Schedule 3 of this document (provision of detailed design drawings and detailed costs estimate);
  - (ii) the Developer fails to comply with clause 2 of Schedule 3 (payment of Monetary Contribution);
  - (iii) the City allows the Developer not to complete the Public Benefits, or any part of them, in accordance with clause 6.4(a)(ii);
  - (iv) an Insolvency Event occurs in respect of the Developer;
  - (v) the Developer fails to deliver the Public Benefits in accordance with clause 6.4(b);
  - (vi) the Developer fails to rectify a Defect in accordance with clause 8.2 of this document;
  - (vii) the detailed designs for the Developer's Works are not finalised between the parties within 12 months of the date of issue of a Construction Certificate that approves the construction of any structures above the ground floor of the Development;
  - (viii) the Developer's Works do not reach Completion within 36 months of the date of issue of the first Construction Certificate in respect of the Development (or such later time as agreed by the City in writing); or
  - (ix) the City incurs any other expense or liability in exercising its rights and powers under this document.
- (b) Any amount of the Guarantee appropriated by the City in accordance with clause 10.2 must be applied only towards:
- (i) the costs and expenses incurred by the City rectifying any default by the Developer under this document; and
  - (ii) carrying out any works required to achieve the Public Benefits.

#### 10.4 **Expenditure by the City**

If the City claims on the Guarantee to Complete the Developer's Works, then the City:

- (a) is not required to expend more money than the Guarantee Amount and may elect not to carry out items of the Developer's Works to ensure that those works can be carried out for an amount equal to or less than the Guarantee Amount; or
- (b) may expend more than the Guarantee Amount. If the City expends more money than the Guarantee Amount then the amount in excess of the Guarantee Amount will be deemed to be a debt due and owing to the City by the Developer.

## 10.5 **Top-up and return of Guarantee**

- (a) If the City calls upon the Guarantee in accordance with this clause 10 then the Developer must immediately provide to the City a replacement Guarantee to ensure that, at all times until the Guarantee is released in accordance with paragraph (b), the City is in possession of a Guarantee for a face value equivalent to the Guarantee Amount.
- (b) If:
  - (i) the monies secured by the Guarantee have not been expended;
  - (ii) the City has concurred with Completion in accordance with clause 6.3(a)(i) of this document, taking into account any approved non-completion of Public Benefits approved by clause 6.4(a) of this document; and
  - (iii) the City has been provided with the security for the Defects Liability Period in accordance with clause 8.1,

then the City will promptly return the Guarantee to the Developer following the issue of a notice pursuant to clause 6.3(a)(i) of this document and in any event, no later than 20 Business Days after the date of the notice pursuant to clause 6.3(a)(i).

The Parties acknowledge and agree that the Guarantee may be provided by the Developer as 5 Guarantees (see Schedule 1) that will be released in accordance with this clause 10.5 and the table labelled 'Guarantee Staging' in Annexure A.

- (c) If, following expiry of the Defects Liability Period, the City is satisfied that all defects have been rectified in accordance with clause 8 then the City must promptly return to the Developer the portion of the Guarantee retained by the City as security for the Defects Liability Period and in any event, no later than 20 Business Days after the expiry of the Defects Liability Period.

## 10.6 **Compulsory acquisition**

If the Developer fails to transfer or dedicate the Transfer Land to the City in accordance with Schedule 3 of this document then the City may compulsorily acquire that land for the amount of \$1.00 in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*. The City and the Developer agree that:

- (a) this clause 10.6 is an agreement between the Developer and the City for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*;
- (b) in this clause 10.6 the Developer and the City have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition; and

- (c) the Developer must pay the City, promptly on demand, an amount equivalent to all costs incurred by the City in acquiring the whole or any part of the Transfer Land as contemplated by this clause 10.6.

## 11. DISPUTE RESOLUTION

### 11.1 Application

Any Dispute must be determined in accordance with the procedure in this clause 11.

### 11.2 Negotiation

- (a) If any Dispute arises, a party to the Dispute (**Referring Party**) may by giving notice to the other party or parties to the Dispute (**Dispute Notice**) refer the Dispute to the Developer's Representative and the City's Representative for resolution. The Dispute Notice must:

- (i) be in writing;
- (ii) state that it is given pursuant to this clause 11; and
- (iii) include or be accompanied by reasonable particulars of the Dispute including:
  - (A) a brief description of the circumstances in which the Dispute arose;
  - (B) references to any:
    - (aa) provisions of this document; and
    - (bb) acts or omissions of any person, relevant to the Dispute; and
  - (C) where applicable, the amount in dispute (whether monetary or any other commodity) and if not precisely known, the best estimate available.

- (b) Within 10 Business Days of the Referring Party issuing the Dispute Notice (**Resolution Period**), the Developer's Representative and the City's Representative must meet at least once to attempt to resolve the Dispute.

- (c) The Developer's Representative and the City's Representative may meet more than once to resolve a Dispute. The Developer's Representative and the City's Representative may meet in person, via telephone, videoconference, internet-based instant messaging or any other agreed means of instantaneous communication to effect the meeting.

### 11.3 Not use information

The purpose of any exchange of information or documents or the making of any offer of settlement under this clause 11 is to attempt to settle the Dispute. Neither party may use any information or documents obtained through any dispute

resolution process undertaken under this clause 11 for any purpose other than in an attempt to settle the Dispute.

#### 11.4 **Condition precedent to litigation**

Subject to clause 11.5, a party must not commence legal proceedings in respect of a Dispute unless:

- (a) a Dispute Notice has been given; and
- (b) the Resolution Period has expired.

#### 11.5 **Summary or urgent relief**

Nothing in this clause 11 will prevent a party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

### 12. **TAXES AND GST**

#### 12.1 **Responsibility for Taxes**

- (a) The Developer is responsible for any and all Taxes and other like liabilities which may arise under any Commonwealth, State or Territory legislation (as amended from time to time) as a result of or in connection with this document or the Public Benefits.
- (b) The Developer must indemnify the City in relation to any claims, liabilities and costs (including penalties and interest) arising as a result of any Tax or other like liability for which the Developer is responsible under clause 12.1(a).

#### 12.2 **GST free supply**

To the extent that Divisions 81 and 82 of the GST Law apply to a supply made under this document:

- (a) no additional amount will be payable by a party on account of GST; and
- (b) no tax invoices will be exchanged between the parties.

#### 12.3 **Supply subject to GST**

To the extent that clause 12.2 does not apply to a supply made under this document, this clause 12.3 will apply.

- (a) If one party (**Supplying Party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (**Receiving Party**) must also pay an amount (**GST Amount**) equal to the GST payable in respect of that supply.
- (b) Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.

- (c) If one party must indemnify or reimburse another party (**Payee**) for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit, but will be increased under clause 12.3(a) if the payment is consideration for a taxable supply.
- (d) If an adjustment event arises in respect of a taxable supply made by a Supplying Party, the GST Amount payable by the Receiving Party under clause 12.3(a) will be recalculated to reflect the adjustment event and a payment will be made by the Receiving Party to the Supplying Party, or by the Supplying Party to the Receiving Party, as the case requires.
- (e) The Developer will assume the City is not entitled to any input tax credit when calculating any amounts payable under this clause 12.3.
- (f) In this document:
  - (i) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably; and
  - (ii) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

### 13. **DEALINGS**

#### 13.1 **Dealing by the City**

- (a) The City may Deal with its interest in this document without the consent of the Developer if the Dealing is with a Government Agency. The City must give the Developer notice of the Dealing within five Business Days of the date of the Dealing.
- (b) The City may not otherwise Deal with its interest in this document without the consent of the Developer, such consent not to be unreasonably withheld or delayed.

#### 13.2 **Dealing by the Developer**

- (a) Prior to:
  - (i) registration of this document in accordance with clause 9; or
  - (ii) purchase of the land by the Developer,
 the Developer must not Deal with this document or the Land without:
  - (i) the prior written consent of the City; and
  - (ii) the City, the Developer and the third party the subject of the Dealing entering into a deed of consent to the Dealing on terms acceptable to the City.



- (b) Provided that the Developer is the owner of the Land, on and from registration of this document in accordance with clause 9:
  - (i) the Developer may Deal with this document without the consent of the City only as a result of the sale of the whole or part of the Land (without subdivision) to a purchaser(s) of the whole or part of the Land;
  - (ii) the Developer may register a plan of strata subdivision, and the City consents to this document remaining registered only on the certificate of title to the common property of the strata plan upon registration of the strata plan; and
  - (iii) the Developer must not otherwise Deal with this document to a third party that is not a purchaser of the whole or any part of the Land without:
    - (A) the prior written consent of the City; and
    - (B) the City, the Developer and the third party the subject of the Dealing entering into a deed of consent to the Dealing on terms acceptable to the City.
- (c) The Developer must pay the City's costs and expenses relating to any consent or documentation required due to the operation of this clause 13.2.

### 13.3 **Extinguishment or creation of interests on Transfer Land**

- (a) Prior to the dedication or transfer of the Transfer Land to the City, the Developer must:
  - (i) extinguish all leases and licences over the Transfer Land; and
  - (ii) use its best endeavours to extinguish all redundant encumbrances and those that, in the City's opinion, would unreasonably impede the intended use of all or any part of the Transfer Land.
- (b) The Developer must comply with any directions by the City relating to the Transfer Land, including but not limited to the creation of any encumbrances over the Transfer Land.

## 14. **TERMINATION**

- (a) The City may terminate this document by notice in writing to the Developer if the Development Consent lapses or is surrendered by the Developer.
- (b) If the City terminates this document then:
  - (i) the rights of each party that arose before the termination or which may arise at any future time for any breach or non-observance of obligations occurring prior to the termination are not affected;
  - (ii) the Developer must take all steps reasonably necessary to minimise any loss the each party may suffer as a result of the termination of this document;

- (iii) the City will return the Guarantee to the Developer after first deducting any amounts owing to the City or costs incurred by the City by operation of this document. If in exercising its rights under this document the City expends more money than the Guarantee Amount then the amount in excess of the Guarantee Amount will be deemed to be a debt due and owing to the City by the Developer; and
- (iv) the City will, at the Developer's cost, do all things reasonably required to remove this document from the certificate of title to the Land.

## 15. **CONFIDENTIALITY AND DISCLOSURES**

### 15.1 **Use and disclosure of Confidential Information**

A party (**receiving party**) which acquires Confidential Information of another party (**disclosing party**) must not:

- (a) use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this document; or
- (b) disclose any of the Confidential Information except in accordance with clauses 15.2 or 15.3.

### 15.2 **Disclosures to personnel and advisers**

- (a) The receiving party may disclose Confidential Information to an officer, employee, agent, contractor, or legal, financial or other professional adviser if:
  - (i) the disclosure is necessary to enable the receiving party to perform its obligations or to exercise its rights under this document; and
  - (ii) prior to disclosure, the receiving party informs the person of the receiving party's obligations in relation to the Confidential Information under this document and obtains an undertaking from the person to comply with those obligations.
- (b) The receiving party:
  - (i) must ensure that any person to whom Confidential Information is disclosed under clause 15.2(a) keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under clause 15.2(a); and
  - (ii) is liable for the actions of any officer, employee, agent, contractor or legal, financial or other professional adviser that causes a breach of the obligations set out in clause 15.2(b)(i).

### 15.3 **Disclosures required by law**

- (a) Subject to clause 15.3(b), the receiving party may disclose Confidential Information that the receiving party is required to disclose:
  - (i) by law or by order of any court or tribunal of competent jurisdiction; or

- (ii) by any Government Agency, stock exchange or other regulatory body.
- (b) If the receiving party is required to make a disclosure under clause 15.3(a), the receiving party must:
  - (i) to the extent possible, notify the disclosing party immediately it anticipates that it may be required to disclose any of the Confidential Information;
  - (ii) consult with and follow any reasonable directions from the disclosing party to minimise disclosure; and
  - (iii) if disclosure cannot be avoided:
    - (A) only disclose Confidential Information to the extent necessary to comply; and
    - (B) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

#### 15.4 **Receiving party's return or destruction of documents**

On termination of this document the receiving party must immediately:

- (a) deliver to the disclosing party all documents and other materials containing, recording or referring to Confidential Information; and
- (b) erase or destroy in another way all electronic and other intangible records containing, recording or referring to Confidential Information,

which are in the possession, power or control of the receiving party or of any person to whom the receiving party has given access.

#### 15.5 **Security and control**

The receiving party must:

- (a) keep effective control of the Confidential Information; and
- (b) ensure that the Confidential Information is kept secure from theft, loss, damage or unauthorised access or alteration.

#### 15.6 **Media releases**

The Developer must not issue any information, publication, document or article for publication in any media concerning this document or the Public Benefits without the City's prior written consent.

#### 16. **NOTICES**

- (a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it is sent by mail, it is taken to have been received 5 Business Days after it is posted. If it is sent by fax, it

is taken to have been received when the addressee actually receives it in full and in legible form.

- (b) A person's address and fax number are those set out in Schedule 1 for the City's Representative and the Developer's Representative, or as the person notifies the sender in writing from time to time.

## 17. GENERAL

### 17.1 Governing law

- (a) This document is governed by the laws of New South Wales.
- (b) Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.

### 17.2 Access to information

In accordance with section 121 of the *Government Information (Public Access) Act 2009 (NSW)*, the Developer agrees to allow the City immediate access to the following information contained in records held by the Developer:

- (a) information that relates directly to the delivery of the Public Benefits by the Developer;
- (b) information collected by the Developer from members of the public to whom the Developer provides, or offers to provide, services on behalf of the City; and
- (c) information received by the Developer from the City to enable the Developer to deliver the Public Benefits.

### 17.3 Liability for expenses

- (a) The Developer must pay its own and the City's expenses incurred in negotiating, executing, registering, releasing, administering and enforcing this document.
- (b) The Developer must pay for all reasonable costs and expenses associated with the preparation and giving of public notice of this document and the explanatory note prepared in accordance with the Regulations and for any consent the City is required to provide under this document.

### 17.4 Relationship of parties

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

#### **17.5 Giving effect to this document**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this document.

#### **17.6 Time for doing acts**

(a) If:

(i) the time for doing any act or thing required to be done; or

(ii) a notice period specified in this document,

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 5pm on the specified day, it is taken to have been done on the following Business Day.

#### **17.7 Severance**

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

#### **17.8 Preservation of existing rights**

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

#### **17.9 No merger**

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

#### **17.10 Waiver of rights**

A right may only be waived in writing, signed by the party giving the waiver, and:

(a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;

(b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and

(c) the exercise of a right does not prevent any further exercise of that right or of any other right.

#### **17.11 Operation of this document**

- (a) This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

#### **17.12 Operation of indemnities**

- (a) Each indemnity in this document survives the expiry or termination of this document.
- (b) A party may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.

#### **17.13 Inconsistency with other documents**

Unless the contrary intention is expressed, if there is an inconsistency between any of one or more of:

- (a) this document;
- (b) any Schedule to this document; and
- (c) the provisions of any other document of the Developer,

the order of precedence between them will be the order listed above, this document having the highest level of precedence.

#### **17.14 No fetter**

Nothing in this document in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.

#### **17.15 Counterparts**

This document may be executed in counterparts.

**SCHEDULE 1**

**Agreement Details**

ITEM	TERM	DESCRIPTION
1.	<b>Land</b>	Folio Identifier 2/1239679, known as 94-104 Epsom Road, ZETLAND, 2017
2.	<b>Development</b>	Demolition of existing structures, excavation and construction of two mixed use buildings including basement car parking and associated landscaping.  The total permitted Gross Floor Area of the Development on the Land is 26,210 square metres.
3.	<b>City's Representative</b>	Name: Director, Planning, Development and Transport  Address: Level 1, 456 Kent Street, Sydney NSW 2000  Fax number: +612 9265 9518
4.	<b>Developer's Representative</b>	Name: Karimbla Properties (No. 48) Pty Ltd  Address: Level 11, 528 Kent Street, Sydney NSW 2000  Fax number: 9287 2539
5.	<b>Development Application</b>	D/2019/976
6.	<b>Guarantee Amount</b>	A total amount of \$5,550,929.70 to be issued in the following five amounts with regard to the staging of the Developer's Works under Annexure A:  Guarantee 1: = \$1,611,341 Guarantee 2: = \$2,292,769 Guarantee 3: = \$47,934 Guarantee 4: = \$1,043,793 Guarantee 5: = \$555,093
7.	<b>Guarantee Amount Due Date</b>	Prior to the first Construction Certificate for the Developer's Works

## SCHEDULE 2

### Requirements under the Act and Regulation (clause 2)

The below table summarises how this document complies with the Act and Regulation.

ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
1.	<p><b>Planning instrument and/or development application</b> (section 7.4(1) of the Act)</p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument;</p> <p>(b) made, or proposes to make, a Development Application; or</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) No</p> <p>(b) Yes</p> <p>(c) No</p>
2.	<p><b>Description of land to which this document applies</b> (section 7.4(3)(a) of the Act)</p>	Item 1 of Schedule 1.
3.	<p><b>Description of change to the environmental planning instrument to which this document applies and/or the development to which this document applies</b> (section 7.4(3)(b) of the Act)</p>	The Development as described in clause 2.1.
4.	<p><b>The nature and extent of the provision to be made by the developer under this document, the time or times by which the provision is to be made and the manner in which the provision is to be made</b> (section 7.4(3)(c) of the Act)</p>	Schedule 3 and Annexure A.
5.	<p><b>Whether this document excludes (wholly or in part) or does not exclude the application of section 7.11, 7.12 or 7.24 to the development</b> (section 7.4(3)(d) of the Act)</p>	<p>Section 7.11 partially excluded</p> <p>Section 7.12 not excluded</p> <p>Section 7.24 not excluded</p>



ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
6.	<b>Applicability of section 7.11 of the Act</b> (section 7.4(3)(e) of the Act)	The application of section 7.11 of the Act is not excluded in respect of the Development and contributions (if any) under section 7.11 will be required to be paid and will include a reduction of \$3,660,047.20.
7.	<b>Consideration of benefits under this document if section 7.11 applies</b> (section 7.4(3)(e) of the Act)	Benefits are to be taken into consideration in determining a development contribution under section 7.11 of the Act and contributions (if any) will be reduced by an amount of \$3,660,047.20.
8.	<b>Mechanism for Dispute Resolution</b> (section 7.4(3)(f) of the Act)	Clause 11
9.	<b>Enforcement of this document</b> (section 7.4(3)(g) of the Act)	Clause 10
10.	<b>No obligation to grant consent or exercise functions</b> (section 7.4(9) of the Act)	Clause 2.5
11.	<b>Registration of this document</b> (section 7.6 of the Act)	Clause 9
12.	<b>Whether certain requirements of this document must be complied with before a construction certificate is issued</b> (clause 25E(2)(g) of the Regulation)	Provision of Guarantee
13.	<b>Whether certain requirements of this document must be complied with before a subdivision certificate is issued</b> (clause 25E(2)(g) of the Regulation)	Nil
14.	<b>Whether certain requirements of this document must be complied with before an occupation certificate is issued</b> (clause 25E(2)(g) of the Regulation)	Completion of Developer's Works and transfer of Transfer Land
15.	<b>Whether the explanatory note that accompanied exhibition of this document may be used to assist in construing this document</b> (clause 25E(7) of the Regulation)	Clause 2.6

### SCHEDULE 3

#### Public Benefits (clause 5)

#### 1. PUBLIC BENEFITS - OVERVIEW

The Developer must provide the Public Benefits in accordance with Schedule 3 and this document. The Attributed Value, timing of delivery and additional specifications relating to the Public Benefits is set out in the table below

	<b>Public Benefit</b>	<b>Attributed Value</b>	<b>Due date</b>	<b>Additional specifications</b>
1.	Monetary Contribution	\$Nil	Not applicable	Not applicable
2.	Transfer Land	\$625,240.00	After Completion but before the issue of the first or any Occupation Certificate of the final building for the Development.	An area of approximately 3,126 square metres for new roads and footpath widening. Plans showing the indicative location of the Transfer Land are contained in Annexure A to this document.
3.	Developer's Works	\$5,550,929.70	After Completion but before the issue of the first or any Occupation Certificate of the final building for the Development.	New roads, trunk drain and widened footpath constructed in accordance with Council's technical specifications. Plans and specifications showing the nature and extent of the required Developer's Works as at the date of this document are contained in Annexure A to this document.

#### 2. PAYMENT OF MONETARY CONTRIBUTION

##### 2.1 Payment

The Developer must pay the Monetary Contribution to the City on the date of this document in cash or by unendorsed bank cheque.

##### 2.2 Indexation

If the Monetary Contribution is not paid to the City on the date of this document then at the date of payment the Monetary Contribution must be indexed as follows:

**Monetary Contribution (to be provided) =**

**Monetary Contribution (as per item 1 of clause 1 above)            x**  
**(A/B)**

where:

- A** is the Index Number most recently published before the date the Monetary Contribution is to be paid
- B** is the Index Number most recently published before the date this agreement commenced in accordance with clause 3.1 of this document.

If after the formula is applied the Monetary Contribution will be less than the amount stated in item 1 of clause 1 above, the Monetary Contribution will not be adjusted.

### **2.3 No trust**

Nothing in this document creates any form of trust arrangement or fiduciary duty between the City and the Developer. Following receipt of the Monetary Contribution, the City is not required to separately account for the Monetary Contribution, report to the Developer regarding expenditure of the Monetary Contribution or comply with any request by the Developer to trace the Monetary Contribution.

## **3. TRANSFER LAND**

### **3.1 Dedication of land – decision**

The Developer must, at its cost, take all steps required to transfer the Transfer Land to the City by the due date specified in clause 1 of Schedule 3. As part of this obligation, the Developer must confirm with the City whether the Transfer Land is to be:

- (a) dedicated to the City on registration of a plan of subdivision; or
- (b) transferred to the City on registration of a transfer instrument.

### **3.2 Obligations on dedication**

The requirement for the Developer to dedicate the Transfer Land to the City is satisfied where a deposited plan is registered in the register of plans held with the Registrar-General that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW) or creates a public reserve or drainage reserve under the *Local Government Act 1993* (NSW).

### **3.3 Obligations on transfer**

- (a) The requirement for the Developer to transfer the Transfer Land to the City is satisfied where:
  - (i) the City is given:
    - (A) an instrument in registrable form under the *Real Property Act 1900* (NSW) duly executed by the Developer as transferor that

is effective to transfer the title to the Transfer Land to the City when executed by the City as transferee and registered;

- (B) the written consent to the registration of the transfer of any person whose consent is required to that registration; and
  - (C) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the transfer.
- (b) The Developer is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
  - (c) The Developer must ensure that the Transfer Land is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except for any encumbrances agreed in writing by the City in its absolute discretion.
  - (d) The Developer must indemnify and agree to keep indemnified the City against all claims made against the City as a result of any Contamination in, over, under or migrating from the whole or any part of the Transfer Land but only in relation to Contamination that existed on or before the date that the Transfer Land is dedicated to the City in accordance with the requirements of this clause.
  - (e) The Developer warrants that as at the date of this deed the Transfer Land is not subject to any Adverse Affectation and warrants as to those matters in Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2010* (NSW), unless otherwise notified to and agreed by the City in writing in its absolute discretion.

#### **4. FINAL DESIGN OF THE DEVELOPER'S WORKS**

##### **4.1 Scope of Developer's Works**

As at the date of this document, the nature and extent of the required Developer's Works is set out in Annexure A to this document. The parties agree that further design refinement of the Developer's Works may be necessary, having regard to:

- (a) the extent to which the design of the Developer's Works has been approved by the City;
- (b) conditions affecting the Developer's Works that were not reasonably capable of identification prior to the date of this document;
- (c) the extent of any refinement of the design of the Developer's Works permitted by this clause 3.3(e) of Schedule 3;
- (d) any modification to the Development Consent made and approved under section 4.55 of the Act or any other development consent granted that relates to the Developer's Works; and

- (e) the reasonable requirements of the City, including in regard to the Standards.

#### 4.2 Final design of Developer's Works

- (a) Within 3 months of the date of this document (or a later time approved by the City in writing) but prior to the issue of the first Construction Certificate for the Development, the Developer must submit to the City's Representative for approval:
  - (i) detailed design drawings of the Developer's Works that reflect the plans and specifications set out in Annexure A; and
  - (ii) a detailed costs estimate (certified by a Quantity Surveyor) setting out the estimated cost of the Developer's Works.
- (b) Within 30 Business Days after the City's Representative has received the detailed design drawings and detailed costs estimate, the City will inform the Developer in writing as to whether the detailed design drawings and costs estimate are approved. If the detailed design drawings or costs estimate are not approved, the City will inform the Developer in writing of what further information or modifications are required and the Developer will have a further 15 Business Days to re-submit the required information, following which the process outlined in this paragraph (b) will apply again.
- (c) Regarding the costs estimate, the Developer agrees that the City may:
  - (i) reject items included within the Quantity Surveyor's Assessment which are not directly related to the Developer's Works;
  - (ii) require substantiation for the costs of items where the amount estimated is considered by the City to be excessive;
  - (iii) require an adjustment to the costs estimate to reflect a variation to the design required under this clause 4.2 of Schedule 3.
- (d) If the Developer:
  - (i) fails to prepare the detailed design drawings or detailed costs estimate; or
  - (ii) does not provide further information or modify the detailed design drawings or detailed costs estimate,

in accordance with this clause 4.2 of Schedule 3, then the City may exercise its rights under clause 10 of this document in order to carry out the Developer's Works itself at the cost of the Developer.
- (e) The Developer agrees that the value of the Developer's Works may be adjusted following completion of the process set out in this clause 4.2 of Schedule 3. The Developer acknowledges that the scope of the Developer's Works will not change or reduce if the costs required to complete those works is greater than the amount estimated at the date of this document.

#### 4.3 Preparation of and changes to construction design drawings

- (a) Following approval of the detailed design drawings by the City in accordance with clause 4.2 of Schedule 3, the Developer must promptly:
  - (i) prepare construction design drawings that comply with the detailed design drawings; and
  - (ii) provide the City with a copy of the construction design drawings.
- (b) The City, acting reasonably, may by written notice to the Developer at any time, approve, vary or direct the Developer to vary the construction design drawings so that the Developer's Works reflect:
  - (i) the Standards;
  - (ii) a departure or discrepancy from the plans approved under clause 4.2 of Schedule 3; or
  - (iii) any other standard or specification for materials or methodology for carrying out works that is adopted by the City from time to time, provided that any direction given under this clause 4.3(b)(iii) of Schedule 3 does not significantly increase:
    - (A) the cost of that element of the Developer's Works; or
    - (B) the complexity of implementation of the Developer's Works that may lead to a significant delay in the completion of the Developer's Works.
- (c) Within 20 Business Days of receiving a notice from the City under clause 4.3(b) of Schedule 3, the Developer must:
  - (i) to the extent practicable, use reasonable endeavours to comply with the notice given by the City; or
  - (ii) if the Developer determines that the notice given by the City is unreasonable or impracticable, notify a dispute in accordance with clause 11 of this document.

If the Developer does not provide any response during the 20 Business Days after receiving a notice from the City under clause 4.3(b) of Schedule 3, it is deemed that the Developer accepts the notice given by the City and will take all steps required to comply with the notice.

- (d) The City does not assume or owe any duty of care to the Developer in reviewing any design drawings submitted to it under this clause 3.3(e) of Schedule 3 or for any errors, omissions or non-compliance with this document.
- (e) No participation by the City in the development of, the review of, or comments on any design drawings submitted by the Developer will lessen or otherwise affect the Developer's obligations under this document or

constitute an acknowledgement by the City that the Developer has complied with its obligations under this document.

## **5. CONSTRUCTION OF DEVELOPER'S WORKS**

### **5.1 Insurance**

- (a) From commencement of the Developer's Works until expiration of the Defects Liability Period, the Developer must effect and maintain (or cause to be effected and maintained under one or more policies of insurance and without requiring any risk to be double insured) the following insurances held with an insurer licensed by the Australian Prudential Regulation Authority or holding an investment grade rating from Standard & Poors, Moody's or Fitch:
- (i) worker's compensation insurance or registrations as required by Laws;
  - (ii) public liability insurance written on an occurrence basis with a limit of indemnity of not less than \$20,000,000 covering all aspects of the Developer's Works;
  - (iii) construction works insurance in relation to the Developer's Works; and
  - (iv) motor vehicle third party cover with a limit of indemnity of not less than \$20 million for each and every occurrence.
- (b) The Developer must submit a copy of all certificates of insurance to the City:
- (i) prior to commencing construction of the Developer's Works; and
  - (ii) promptly following a written request by the City, provided that such a request is not made more than twice in any 12 month period.

### **5.2 Approvals and consents**

The Developer must, at its cost, obtain all relevant approvals and consents for the Developer's Works, whether from the City or from any other relevant Government Agency, including any necessary road opening permits. Before commencing the Developer's Works, the Developer must give to the City copies of all approvals and consents for the Developer's Works, other than the Development Consent.

### **5.3 Construction work**

The Developer must, at its cost:

- (a) carry out and complete the Developer's Works in accordance with all approvals and consents relating to the Developer's Works, including any approval given by the City under this document;
- (b) ensure that all Developer's Works are constructed in a good and workmanlike manner, in accordance with the plans approved under this document so that the Developer's Works are structurally sound, fit for purpose and suitable for their intended use;

- (c) ensure that the Developer's Works are Complete by the due date specified in clause 1 of Schedule 3 and promptly after becoming aware advise the City's Representative of any significant delays in completing the Developer's Works or delays that may impact the delivery of the Public Benefits by the due date specified in Item 1 of Schedule 3; and
- (d) comply with all reasonable directions of the City in respect to construction of the Developer's Works.

#### 5.4 **Inspections by the City**

The City, as a party to this document and not in its role as a Government Agency, may:

- (a) inspect the Developer's Works during the course of construction at reasonable times and on reasonable notice; and
- (b) notify the Developer's Representative of any material or significant defect, error or omission relating to the construction or installation of the Developer's Works identified during or as the result of an inspection.

Any failure by the City to identify a Defect, error or omission will not be construed as amounting to an acceptance by the City of the Defect, error or omission.

#### 6. **STANDARDS**

The following list of Standards are included for information purposes only, and as a guide to the relevant standards for the general nature of the work identified as Developer's Works in this document. The City makes no representation or warranty as to the currency of the standards identified, or their application on the final design of the Developer's Works. The Developer must make its own enquiries regarding whether any standard has been replaced or supplemented. In the event that an Australian Standard prescribed a different level of material, finish, work or workmanship than those contained in a City standard, then the higher of the two standards will apply. If there is a conflict between City standards then the Developer must request the City nominate the correct and applicable City standard. The City's decision as to the applicable standard is final.

##### **Relevant Australian Standards – Verge Works, Through site links**

- AS 1725 Geotechnical Site Investigations
- AS 4455 Masonry Units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 3600 Concrete Structures
- AS 2876 Concrete kerbs and channels
- AS 1158 Road Lighting
- AS 1743 Road signs
- AS 4282 Control of the Obtrusive Effects of Outdoor lighting



- AS 3500 Plumbing and Drainage
- AS 3700 Masonry Structures
- AS 2890 Parking Facilities
- AS 1428 Design for Access and Mobility
- AS 4454 Composts, soil conditioners and mulches

**Relevant Australian Standards – Roads (including pedestrian areas)**

- AS 1725 Geotechnical Site investigations
- AS 4455 Masonry Units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 3600 Concrete Structures
- AS 2876 Concrete kerbs and channels
- AS 1158 Road Lighting
- AS 4282 Control of the Obtrusive Effects of Outdoor lighting
- AS 1428 Design for Access and Mobility
- AS 3500 Plumbing and Drainage
- AS 3700 Masonry Structures
- AS 2890 Parking Facilities
- AS 1742 Manual of uniform traffic control devices
- AS 1743 Road Signs

**City Standards (All Works)**

- City of Sydney Contaminated Lands DCP 2004
- Sydney Street Code 2013
- Sydney Lights Code 2013
- City of Sydney Access Policy
- Sydney Street Technical Specification and Drawings
- City of Sydney Street Tree Master Plan 2011

**EXECUTED** as a deed.

**Signed, sealed and delivered** for  
**THE COUNCIL OF THE CITY OF  
SYDNEY** (ABN 22 636 550 790) by  
its duly authorised officer, in the  
presence of:

Alisa Nicholson  
Signature of witness

Alisa Nicholson  
Name  
  
456 Kent Street, Sydney NSW 2000  
Address of witness

Graham Jattin AM  
Signature of officer  
  
GRAHAM JATTIN AM  
Name of officer

Authorised delegate pursuant to  
section 377 of the Local Government  
Act 1993

DIRECTOR OF CITY PLANNING  
DEVELOPMENT AND  
TRANSPORT  
Position of officer



**EXECUTED** by **KARIMBLA  
PROPERTIES (NO. 48) PTY  
LIMITED** ABN 91 168 601 232 in  
accordance with s127(1) of the  
Corporations Act 2001 (Cth):

David Cremona  
Signature of director  
  
**DAVID CREMONA  
COMPANY DIRECTOR**

Full Name (printed):

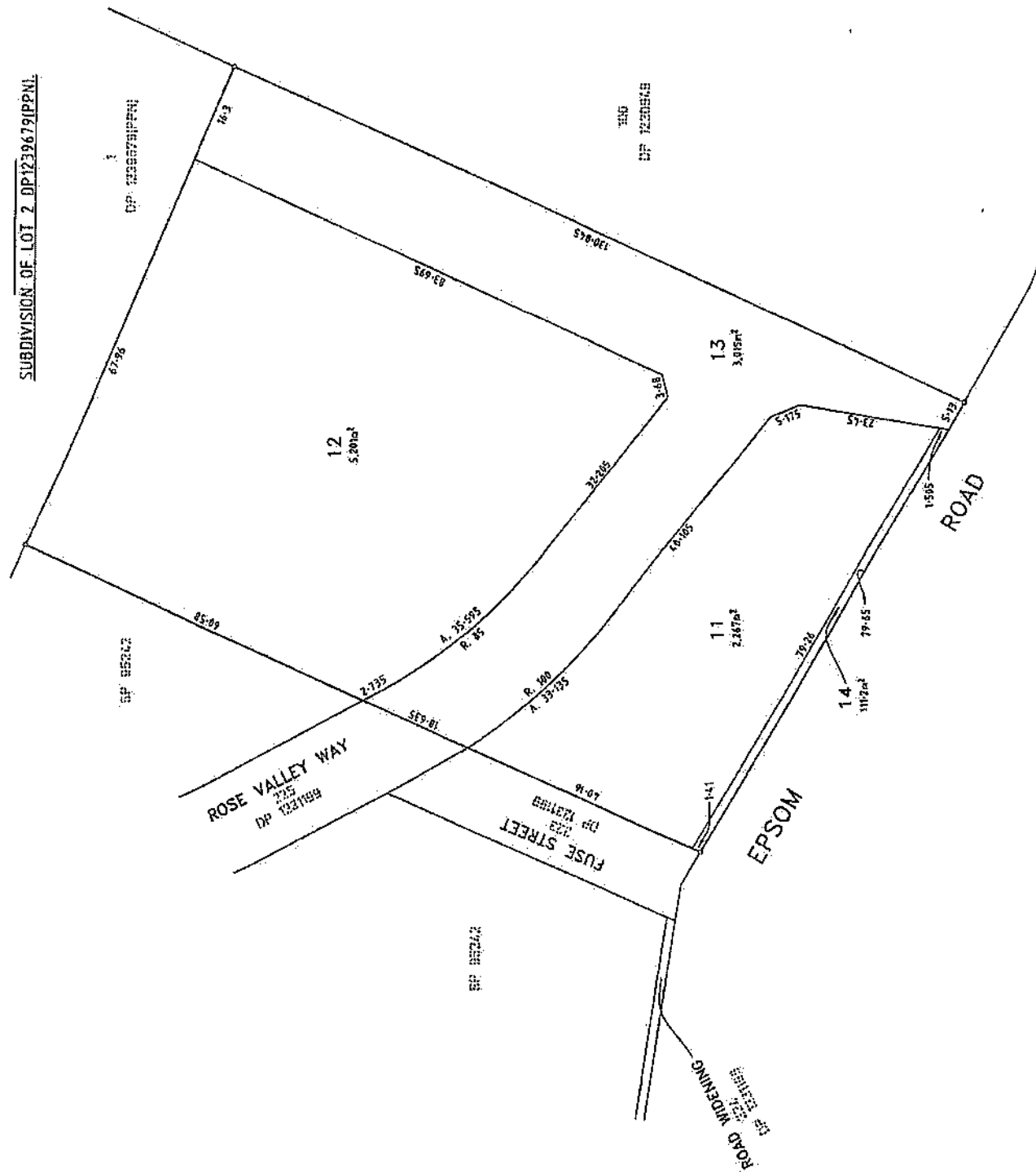
Robyn McCully  
Signature of director/secretary  
  
**ROBYN McCULLY**

Full Name (printed):

**ANNEXURE A**

**Public Benefits – additional plans and specifications**

SUBDIVISION OF LOT 2 DP1239679(PPN)



Transfer Land Plan Part 1

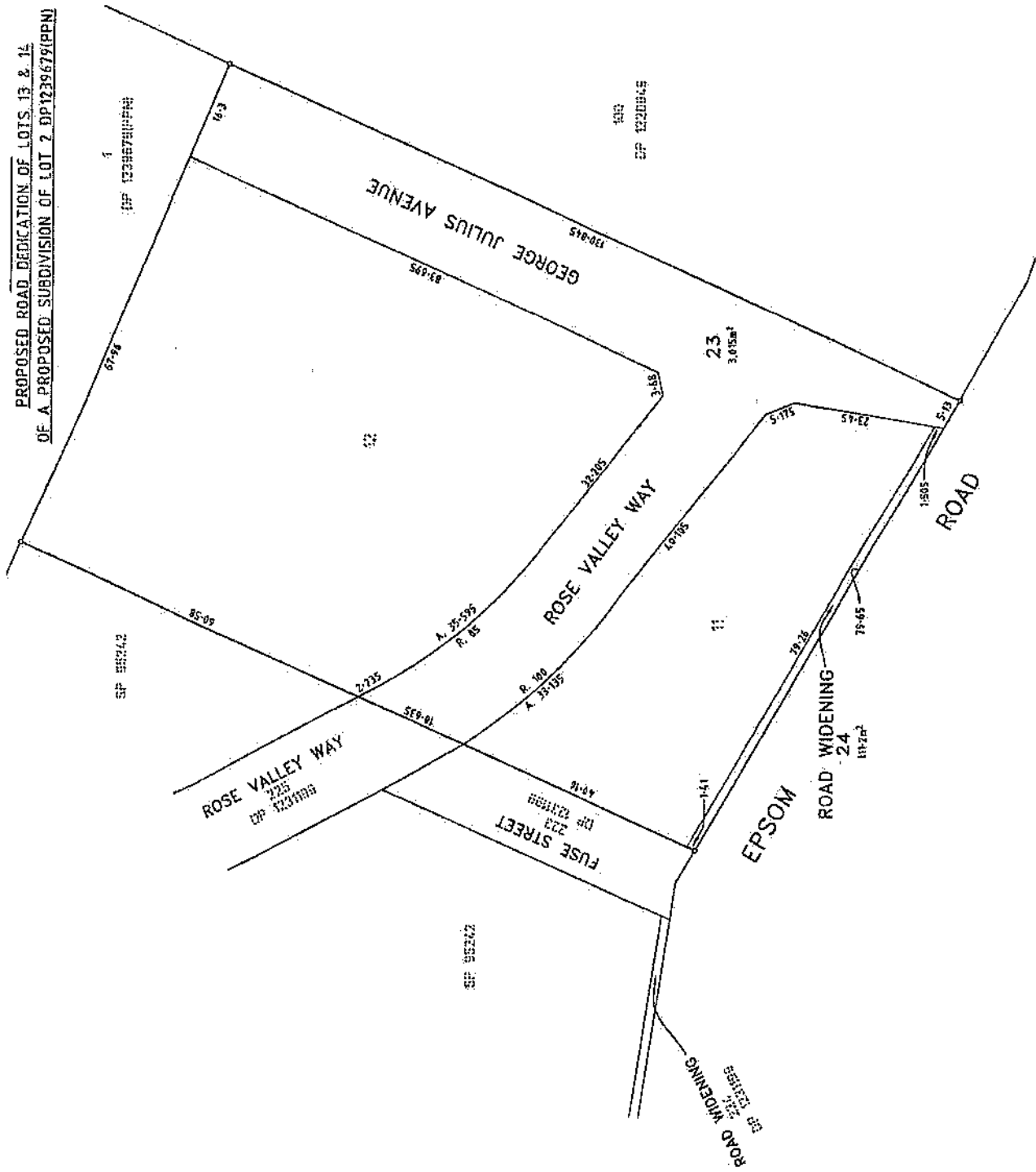
SHEET N°	1	OF	2	SHEET
DRAWN:	JT	SCALE:	1:500	
CHECKED:	WPT	DATE:	3/2/12	

CLIENT: MERITON GROUP  
 TITLE:  
 PLAN SHOWING THE CONCEPT OF THE PROPOSED  
 SUBDIVISION OF LOT 2 DP1239679(PPN)

JBW Surveyors Pty Ltd.  
 ACM 08118373  
 Level 7, 376 Bay Street Brighton-Le-Sands NSW 2215  
 Phone: (02) 9341 8100 Fax: (02) 9341 8100

GENERAL NOTES:  
 THE PURPOSE OF THIS PLAN IS TO SHOW THE CONCEPT OF A PROPOSED TWO STAGE  
 CONVERSION OF THE SUBJECT PROPERTY TO RESIDENTIAL DEVELOPMENT.  
 DIMENSIONS AND AREAS SHOWN ARE SUBJECT TO FINAL SURVEY  
 NO EXISTING EASEMENTS, RESTRICTIONS OR COVENANTS HAVE BEEN INVESTIGATED OR SHOWN  
 THE INFORMATION ON THIS PLAN HAS BEEN OBTAINED FROM THE BEST AVAILABLE SOURCES

PROPOSED ROAD DEDICATION OF LOTS 13 & 14  
OF A PROPOSED SUBDIVISION OF LOT 2 DP1239679(PPN)



Transfer Land Plan Part 2

<p>CLIENT: HERTON GROUP</p> <p>TITLE: PLAN SHOWING THE CONCEPT OF THE PROPOSED ROAD DEDICATION OF LOTS 13 &amp; 14 OF A PROPOSED SUBDIVISION OF LOT 2 DP1239679(PPN)</p>	SHEET N°	1	OF	2	SHEE.
	DRAWN:	JT	SCALE:	1:500	
	CHECKED:	WBY	DATE:	3/07/2	

JBW Surveyors Pty Ltd.

ACN 06163973  
Level 7, 374 Bay Street Brisbane, Qld 4000 NSW 2216  
Phone: 07 3251 5700 Fax: 07 3251 5700

GENERAL NOTES:  
THE PURPOSE OF THIS PLAN IS TO SHOW THE CONCEPT OF A PROPOSED TWO STAGE SUBDIVISION OF THE SUBJECT PROPERTY.  
CASEMENTS FOR ACCESS, SERVICES, SUPPORT, ETC TO BE CREATED AS REQUIRED.  
NO EXISTING EASEMENTS, RESTRICTIONS OR COVENANTS HAVE BEEN INVESTIGATED OR SHOWN.  
DIMENSIONS AND AREAS SHOWN ARE SUBJECT TO FINAL SURVEY.  
THE INFORMATION ON THIS DOCUMENT IS UNLAWFUL TO BE USED FOR ANY OTHER PURPOSE.

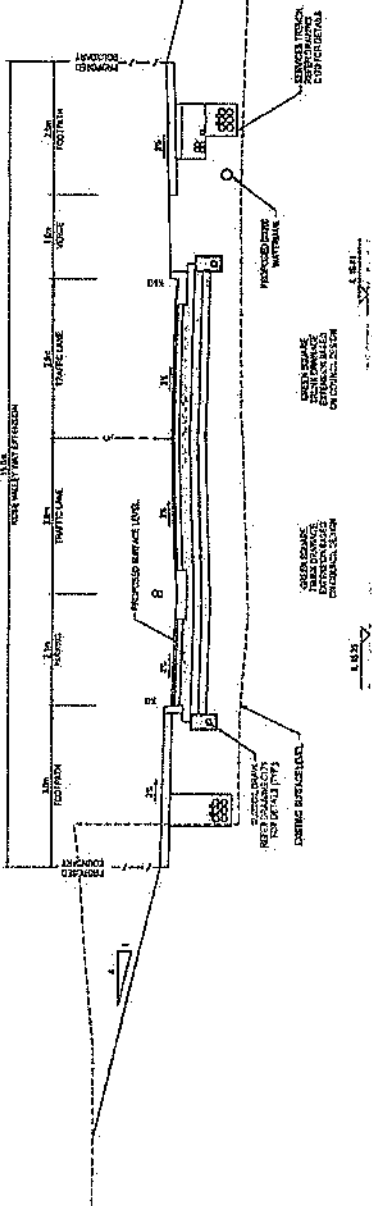






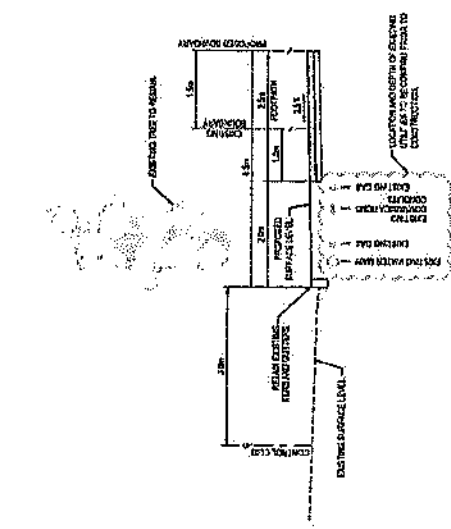


- NOTES**
1. ALL DIMENSIONS TO BE CONSIDERED AS APPROXIMATE UNLESS OTHERWISE SPECIFIED.
  2. REFER TO DRAWING FOR DIMENSIONS AND DETAILS.



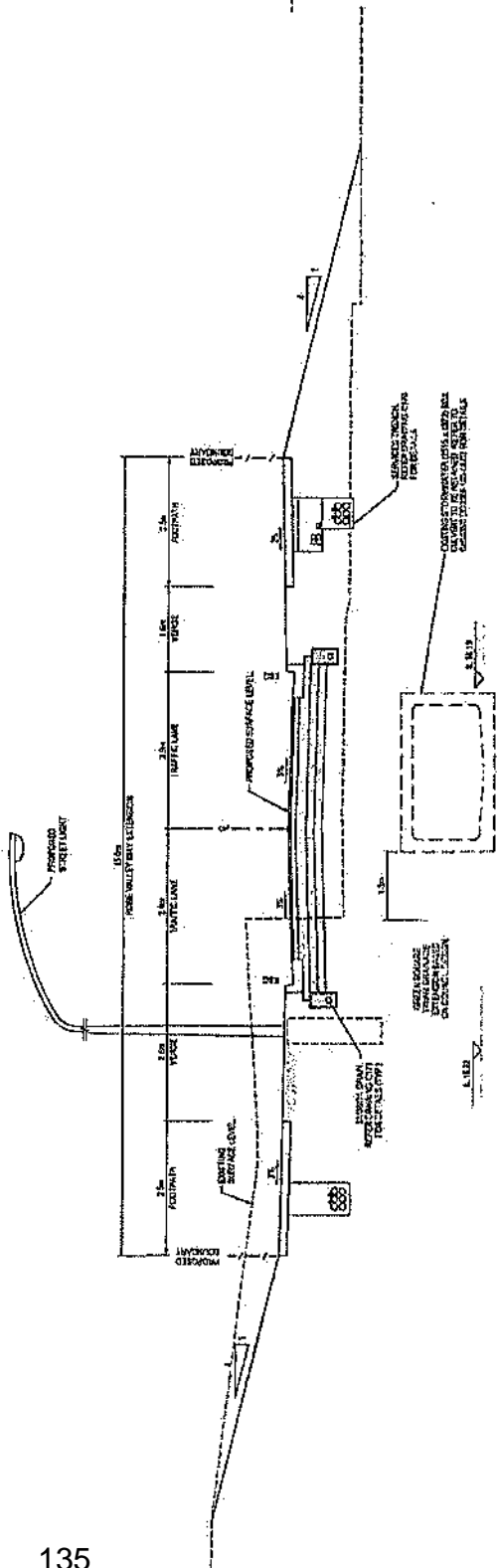
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SECTION 3  
1:50  
CIVIL



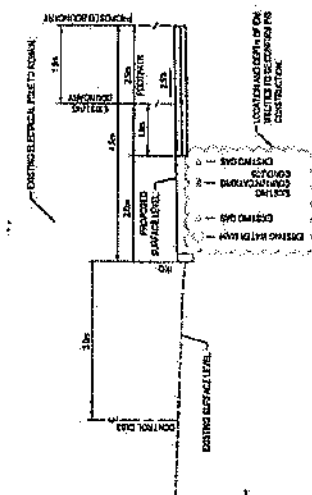
EPSOM ROAD (CONTROL MC003)

SECTION 5  
1:50  
CIVIL



ROSE VALLEY WAY (CONTROL MC002)

SECTION 4  
1:50  
CIVIL



EPSOM ROAD (CONTROL MC003)

SECTION 6  
1:50  
CIVIL

REV	DATE	DESCRIPTION

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

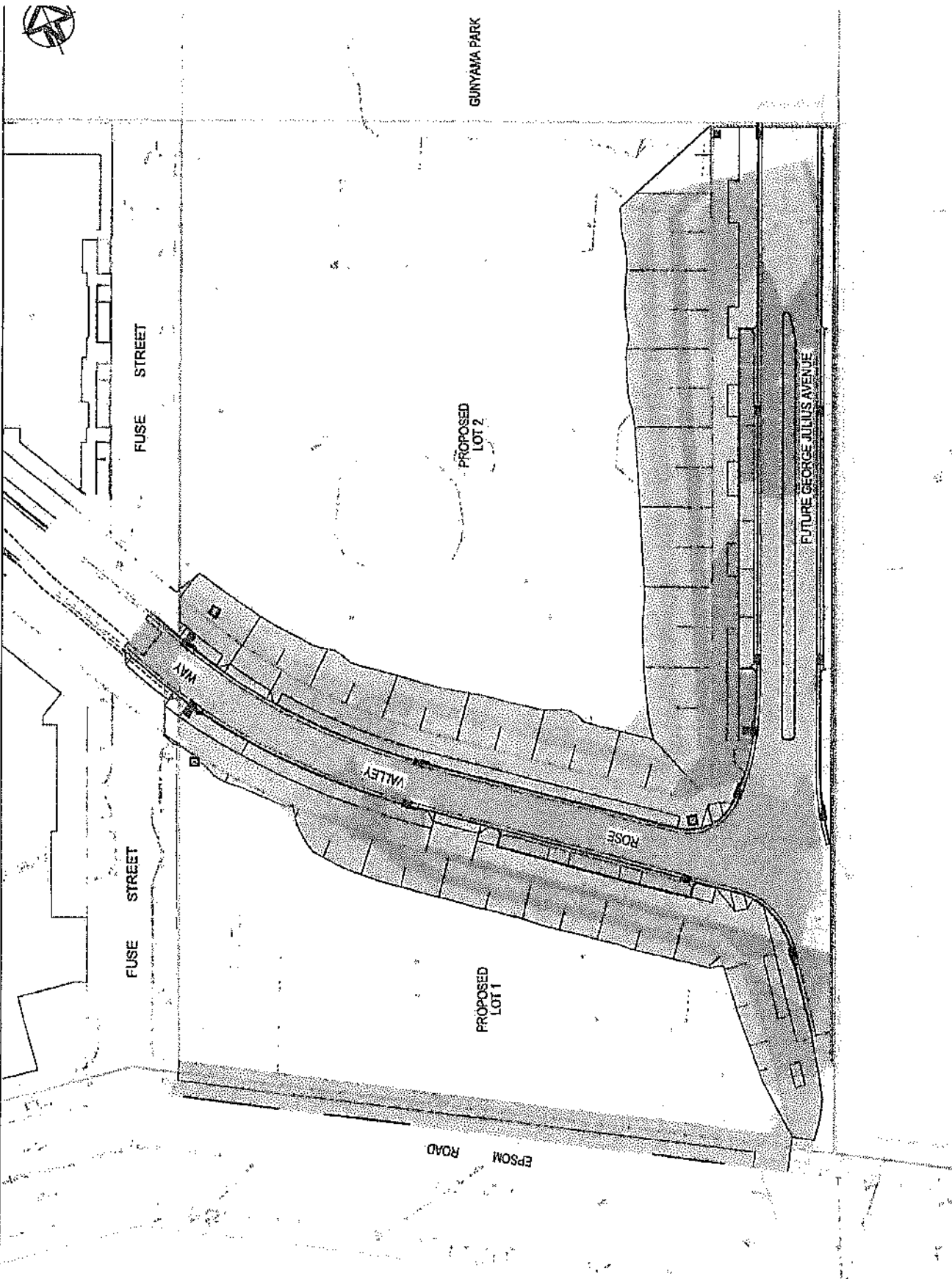
**KARIMBLA**  
CONSTRUCTION SERVICES (NSW)  
PTY LIMITED  
Level 11, 624 Macquarie Street, NSW 2000  
Tel: (02) 9237 2021 Fax: (02) 9237 2377  
Email: karimbla@karimbla.com.au

Scale	AS SHOWN	AS SHOWN	AS SHOWN

94-104 EPSOM ROAD  
ZETLAND

TYPICAL SECTIONS

at&i  
Preliminary Only



ALL DEPTH ARE GIVEN TO FINISH

DEPTH	AREA (sqm)	VOLUME (cu m)
0.00	115.00	0.00
0.05	115.00	5.75
0.10	115.00	11.50
0.15	115.00	17.25
0.20	115.00	23.00
0.25	115.00	28.75
0.30	115.00	34.50
0.35	115.00	40.25
0.40	115.00	46.00
0.45	115.00	51.75
0.50	115.00	57.50
0.55	115.00	63.25
0.60	115.00	69.00
0.65	115.00	74.75
0.70	115.00	80.50
0.75	115.00	86.25
0.80	115.00	92.00
0.85	115.00	97.75
0.90	115.00	103.50
0.95	115.00	109.25
1.00	115.00	115.00

**TOTAL EARTHWORKS VOLUMES**

ITEM	CUT (cu m)	FILL (cu m)	BALANCE (cu m)
TOTAL	0.00	3,957	3,270 (EXPORT)

NOTE: EARTHWORKS VOLUMES ARE BASED ON FINISH SURFACE LEVELS AND DO NOT TAKE INTO ACCOUNT THE VOLUMES OF MATERIAL TO BE REMOVED FOR THE EXISTING PAVEMENT AND UTILITIES. THE VOLUMES OF MATERIAL TO BE REMOVED FOR THE EXISTING PAVEMENT AND UTILITIES ARE NOT TAKEN INTO ACCOUNT FOR THE PURPOSES OF THIS REPORT. THE VOLUMES OF MATERIAL TO BE REMOVED FOR THE EXISTING PAVEMENT AND UTILITIES ARE NOT TAKEN INTO ACCOUNT FOR THE PURPOSES OF THIS REPORT. THE VOLUMES OF MATERIAL TO BE REMOVED FOR THE EXISTING PAVEMENT AND UTILITIES ARE NOT TAKEN INTO ACCOUNT FOR THE PURPOSES OF THIS REPORT.

Client: **KARIMBLA CONSTRUCTION SERVICES (NSW) PTY LIMITED**  
 14-16 T. W. HAY STREET, SYDNEY NSW 2000  
 Tel: 02 921 2888 Fax: 02 921 2777  
 Email: info@karimbla.com.au

Project: **94-104 EPSOM ROAD ZETLAND**  
 THE BULK EARTHWORKS CHITREI PLAN

Scale: 1:250 @ A1  
 Date: 01/03/2011  
 Drawn: MGA  
 Checked: MGA  
 Approved: MGA

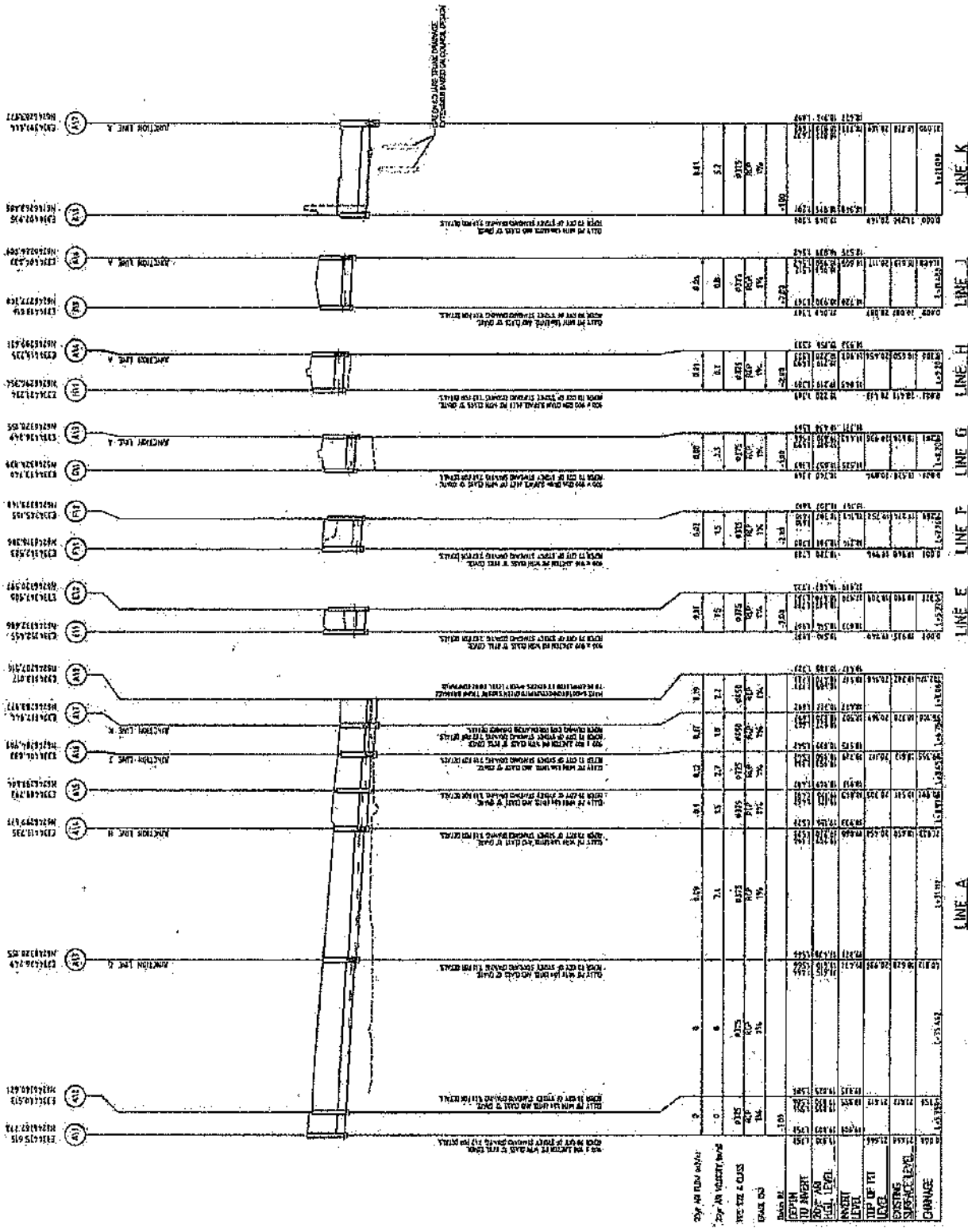
at&i  
 Civil Engineers and Project Managers  
 Level 7, 44 Avoca North Sydney NSW  
 Tel: 02 921 2777  
 Fax: 02 921 2777  
 Email: info@atand.com.au

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1:250 @ A1 1:500 @ A3







Client: **KARIMBLA CONSTRUCTION SERVICES (NSW) PTY LIMITED**  
 Level 11, 225 Macquarie Street, Sydney NSW 2000  
 Tel: (61) 2 9257 2254 Fax: (61) 2 9257 2271  
 Email: enquiries@karimbla.com.au

Project: **94-104 EPSOM ROAD ZETLAND**

Stormwater Drainage

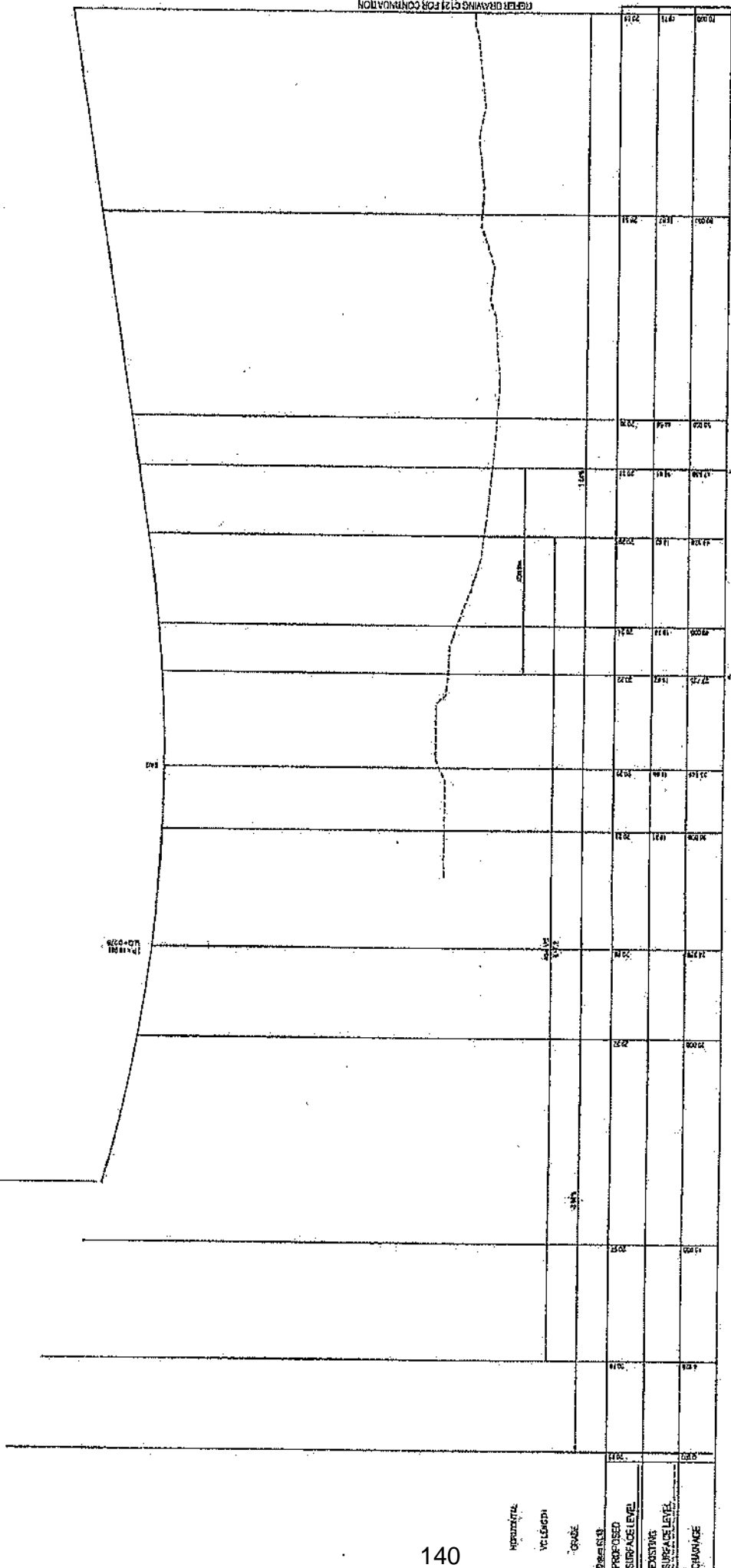
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at&I  
 1000 Macquarie Street, Sydney NSW 2000  
 Tel: (61) 2 9257 2254 Fax: (61) 2 9257 2271  
 Email: enquiries@atand.com.au

PRELIMINARY ONLY  
 Not for Construction

REFER DRAWINGS 5121 FOR CONTINUATION

RIDGE GEORGE JULIUS AVENUE



LONGITUDINAL SECTION GEORGE JULIUS AVENUE (CONTROL MCUT)

PROPOSED SURFACE LEVEL  
EXISTING SURFACE LEVEL  
GRADE

Station	Proposed Surface Level	Existing Surface Level	Grade
10+00	11.42	11.42	0.00%
10+10	11.42	11.42	0.00%
10+20	11.42	11.42	0.00%
10+30	11.42	11.42	0.00%
10+40	11.42	11.42	0.00%
10+50	11.42	11.42	0.00%
10+60	11.42	11.42	0.00%
10+70	11.42	11.42	0.00%
10+80	11.42	11.42	0.00%
10+90	11.42	11.42	0.00%
11+00	11.42	11.42	0.00%
11+10	11.42	11.42	0.00%
11+20	11.42	11.42	0.00%
11+30	11.42	11.42	0.00%
11+40	11.42	11.42	0.00%
11+50	11.42	11.42	0.00%
11+60	11.42	11.42	0.00%
11+70	11.42	11.42	0.00%
11+80	11.42	11.42	0.00%
11+90	11.42	11.42	0.00%
12+00	11.42	11.42	0.00%
12+10	11.42	11.42	0.00%
12+20	11.42	11.42	0.00%
12+30	11.42	11.42	0.00%
12+40	11.42	11.42	0.00%
12+50	11.42	11.42	0.00%
12+60	11.42	11.42	0.00%
12+70	11.42	11.42	0.00%
12+80	11.42	11.42	0.00%
12+90	11.42	11.42	0.00%
13+00	11.42	11.42	0.00%
13+10	11.42	11.42	0.00%
13+20	11.42	11.42	0.00%
13+30	11.42	11.42	0.00%
13+40	11.42	11.42	0.00%
13+50	11.42	11.42	0.00%
13+60	11.42	11.42	0.00%
13+70	11.42	11.42	0.00%
13+80	11.42	11.42	0.00%
13+90	11.42	11.42	0.00%
14+00	11.42	11.42	0.00%
14+10	11.42	11.42	0.00%
14+20	11.42	11.42	0.00%
14+30	11.42	11.42	0.00%
14+40	11.42	11.42	0.00%
14+50	11.42	11.42	0.00%
14+60	11.42	11.42	0.00%
14+70	11.42	11.42	0.00%
14+80	11.42	11.42	0.00%
14+90	11.42	11.42	0.00%
15+00	11.42	11.42	0.00%

**KARIMBLA**  
CONSTRUCTION SERVICES (NSW)  
PTY LIMITED  
Level 11, 628 K St, Chesham, Sydney NSW 2003  
Tel: (02) 821 3281 Fax: (02) 827 2771  
Email: info@karimbla.com.au

Client: **94-104 EPSOM ROAD ZETLAND**

Project: **THE GEORGE JULIUS AVENUE CONTROL LINE MCUT**

Scale: 1:100 @ A1  
Grid: 1/400 @ A1  
Sheet: 1/400 @ A1

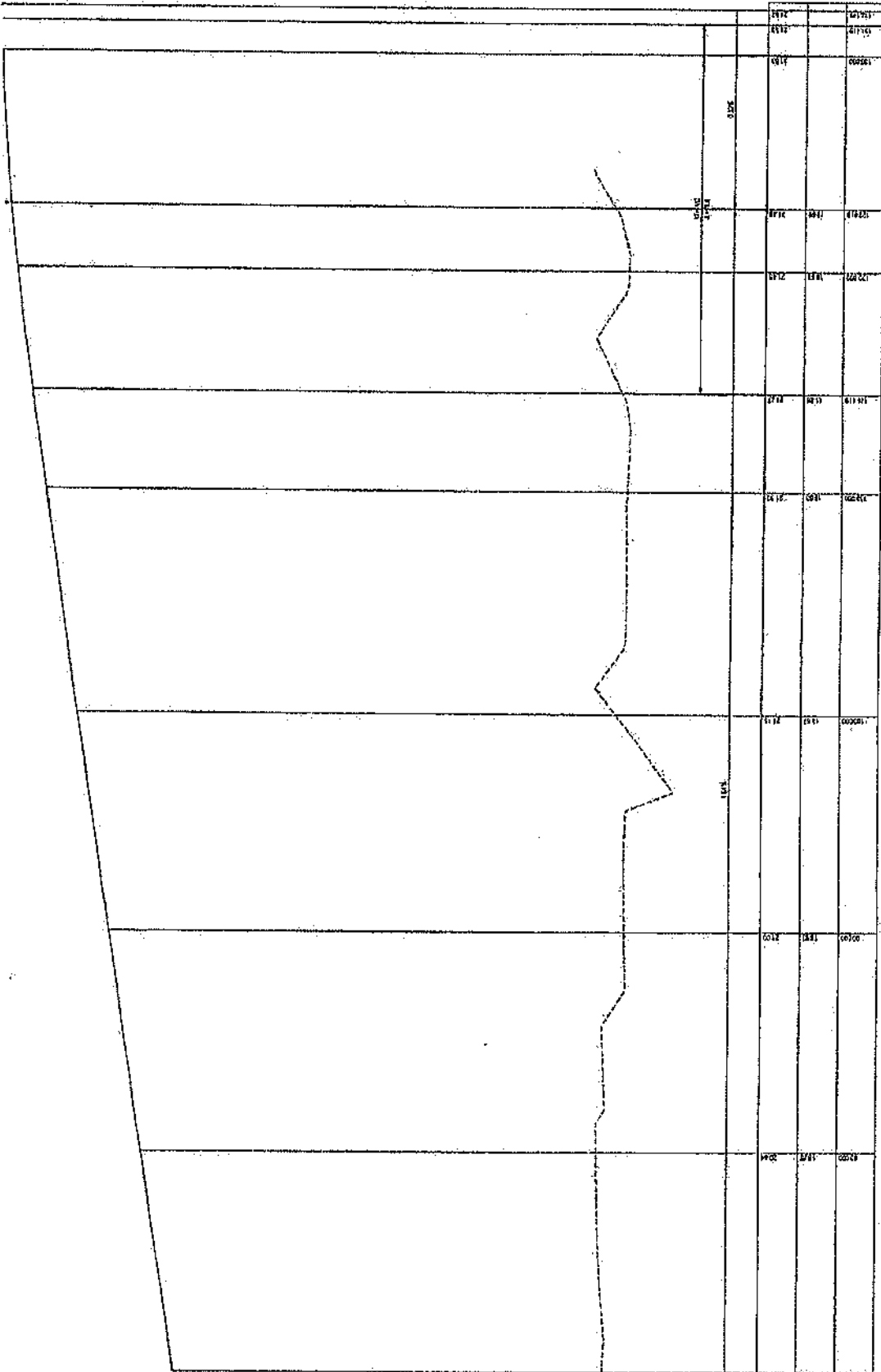
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Checked: [ ]  
Approved: [ ]

DATE: [ ]

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at&i  
Civil Engineering and Project Management  
Level 11, 628 K St, Chesham, Sydney NSW 2003  
Tel: (02) 821 3281 Fax: (02) 827 2771  
Email: info@karimbla.com.au

**PRELIMINARY ONLY**



REFER DRAWING 0120 FOR CONTINUATION

PROPOSED  
SURFACE LEVEL

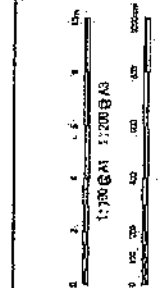
EXISTING  
SURFACE LEVEL

CHANGE

Station	Proposed Surface Level	Existing Surface Level	Change
10+00	100.00	100.00	0.00
11+00	101.00	101.00	0.00
12+00	102.00	102.00	0.00
13+00	103.00	103.00	0.00
14+00	104.00	104.00	0.00

LONGITUDINAL SECTION GEORGE JULIUS AVENUE (CONTROL M001)

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BY SCALE

Station	Proposed Surface Level	Existing Surface Level	Change
10+00	100.00	100.00	0.00
11+00	101.00	101.00	0.00
12+00	102.00	102.00	0.00
13+00	103.00	103.00	0.00
14+00	104.00	104.00	0.00

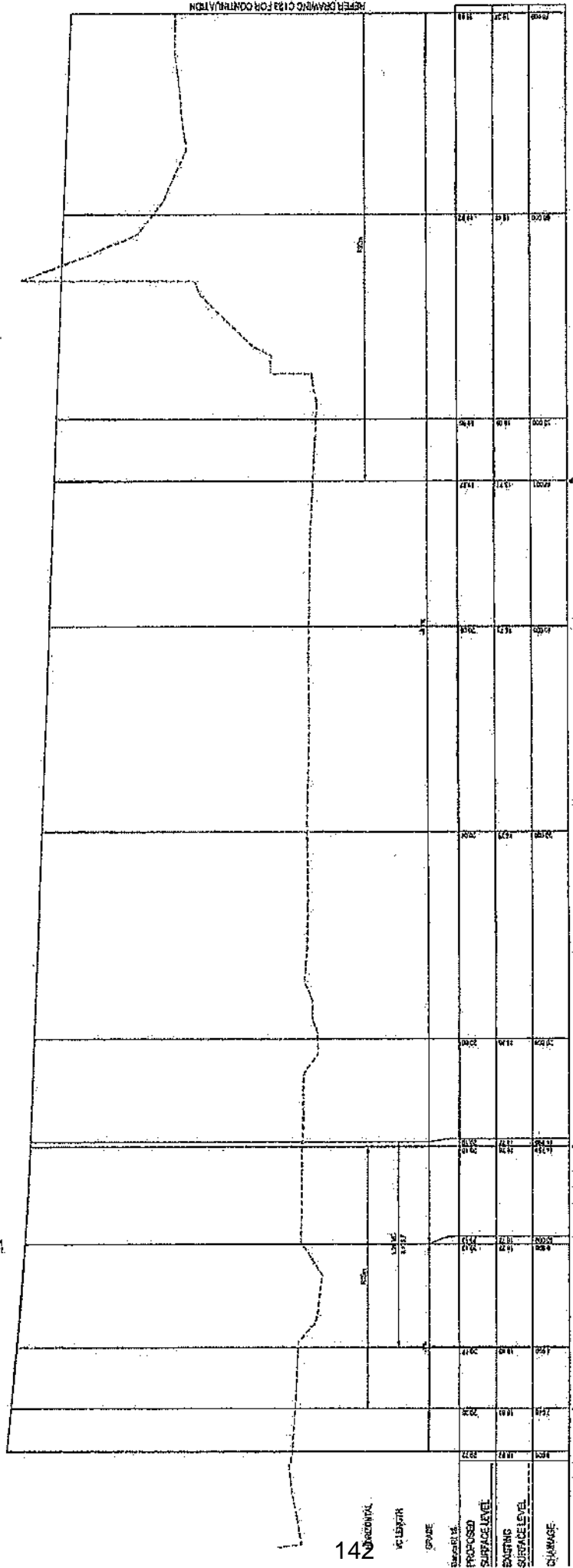
at&l  
Civil Engineering and Project Management  
Level 7, 153 Waterloo Street, Suite 701  
Windsor, ON N9A 1K7  
Tel: 519-253-1173  
Fax: 519-253-1152  
www.atandl.com

Project: 94-104 EPSOM ROAD ZETLAND  
Scale: 1:100 @ A1, 1:100 @ A1  
Client: MGA  
Contractor: JAD  
Status: Final

Checked: MGA  
Checked: JAD  
Approved: JAD

KARIMBLA CONSTRUCTION SERVICES (NSW) PTY LIMITED  
Level 11, 443 New South Street, Sydney NSW 2000  
Tel: (02) 9397 2777  
Email: karimbla@karimbla.com.au

PRELIMINARY ONLY



REFER DRAWING C123 FOR CONTINUATION

LONGITUDINAL SECTION ROSE VALLEY WAY (CONTROL MC02)  
SCALE: 1:100

Station	Proposed Surface Level	Existing Surface Level	Change
0+00	100.00	99.90	100
0+10	100.00	99.90	100
0+20	100.00	99.90	100
0+30	100.00	99.90	100
0+40	100.00	99.90	100
0+50	100.00	99.90	100
0+60	100.00	99.90	100
0+70	100.00	99.90	100
0+80	100.00	99.90	100
0+90	100.00	99.90	100
1+00	100.00	99.90	100

**KARIMBLA**  
CONSTRUCTION SERVICES (NSW)  
PTY LIMITED  
Level 11, 333 Home Street, Sydney NSW 2000  
Tel: (02) 9287 2422 Fax: (02) 9287 2777  
Email: info@karimbla.com.au

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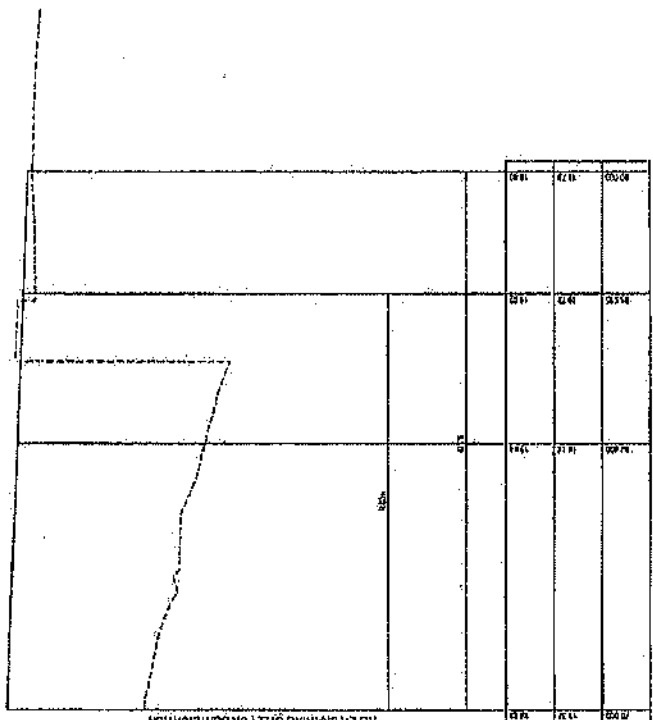
at&I  
Civil Engineers and Project Managers  
Level 11, 333 Home Street, Sydney NSW 2000  
Tel: (02) 9287 2422 Fax: (02) 9287 2777  
Email: info@atand.com.au

94-104 EPSOM ROAD  
ZETLAND

ROSE VALLEY WAY  
CONTROL LINE MC02

Scale: 1:100 @ 1 station




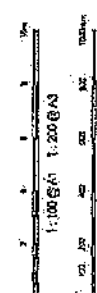


(REFER DRAWING C122 FOR CONTINUATION)

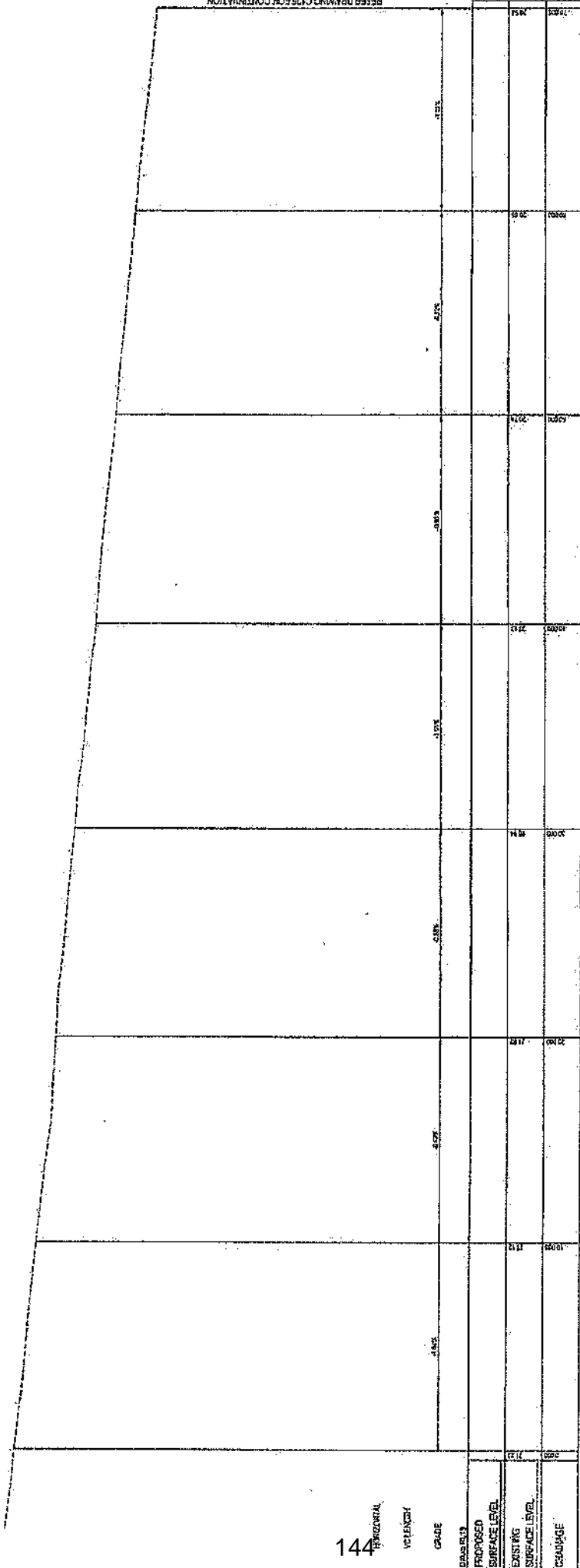
Hydrographical  
Kilometre  
GRADE

Station	Proposed Surface Level	Existing Surface Level	Drainage
0+00	2.10	2.10	
0+10	2.00	2.00	
0+20	1.90	1.90	
0+30	1.80	1.80	
0+40	1.70	1.70	
0+50	1.60	1.60	
0+60	1.50	1.50	
0+70	1.40	1.40	
0+80	1.30	1.30	
0+90	1.20	1.20	
1+00	1.10	1.10	

LONGITUDINAL SECTION ROSE VALLEY WAY (CONTROL MC02)

 <p>at&amp;i Civil Engineers and Project Managers Level 7, 125 Market Street Auckland 1010 New Zealand Tel: 09 308 8171 Fax: 09 308 8172 www.atand.co.nz</p>		<p>Project: 94-104 ERSOM ROAD ZETLAND</p>	
<p>Scale: 1:100 (S.A.) 1:100 (B.A.)</p>		<p>Drawn: [Name] Checked: [Name] Approved: [Name]</p>	
<p>Client: KARIMBLA CONSTRUCTION SERVICES (NSW) Level 11, 143 Kent Street, Sydney NSW 2000 Tel: 02 9257 2888 Fax: 02 9257 2777 kcs@kcs.com.au</p>		<p>Project: ROSE VALLEY WAY CONTROL LINE MC02</p>	
<p>THIS DRAWING CANNOT BE COPIED OR REPRODUCED IN ANY FORM OR USED FOR ANY OTHER PURPOSE OTHER THAN THAT ORIGINALLY INTENDED WITHOUT THE WRITTEN PERMISSION OF AT&amp;I.</p>			
<p>Scale: 1:100 (S.A.) 1:200 (B.A.)</p> 		<p>PRELIMINARY ONLY</p>	

REFER DRAWING CROSS FOR CONTINUATION



144

Horizontal

Vertical

Grade

PROPOSED SURFACE LEVEL

EXISTING SURFACE LEVEL

CHANGING

LONGITUDINAL SECTION EPSOM ROAD (CONTROL MCB3)

DATE: 15/05/2014

SCALE: 1:100 @ A1

1:200 @ A3

1:500 @ A4

1:1000 @ A5

1:2000 @ A6

1:5000 @ A7

1:10000 @ A8

1:20000 @ A9

1:50000 @ A10

1:100000 @ A11

1:200000 @ A12

1:500000 @ A13

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Scale: 1:100 @ A1, 1:200 @ A3, 1:500 @ A4, 1:1000 @ A5, 1:2000 @ A6, 1:5000 @ A7, 1:10000 @ A8, 1:20000 @ A9, 1:50000 @ A10, 1:100000 @ A11, 1:200000 @ A12, 1:500000 @ A13

BY: [Signature]

DATE: [Date]

PROJECT: 94-104 EPSOM ROAD ZETLAND

PROJECT: EPSOM ROAD CONTROL LINE MCB3

PROJECT: EPSOM ROAD CONTROL LINE MCB3

PROJECT: EPSOM ROAD CONTROL LINE MCB3

PROJECT: EPSOM ROAD CONTROL LINE MCB3

PROJECT: EPSOM ROAD CONTROL LINE MCB3

at&I  
Civil Engineers and Project Managers  
Level 11, 250 Kaula Road, Singapore  
Tel: 65 6343 1177  
Fax: 65 6343 1178  
Email: info@atand.com.sg

94-104 EPSOM ROAD  
ZETLAND

Scale: 1:100 @ A1  
1:200 @ A3  
1:500 @ A4  
1:1000 @ A5  
1:2000 @ A6  
1:5000 @ A7  
1:10000 @ A8  
1:20000 @ A9  
1:50000 @ A10  
1:100000 @ A11  
1:200000 @ A12  
1:500000 @ A13

KARIMBLA  
CONSTRUCTION SERVICES (NSW)  
PTY (LIMITED)  
Level 11, 250 Kaula Road, Singapore  
Tel: 65 6343 1177  
Fax: 65 6343 1178  
Email: info@karimbla.com.sg

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Scale: 1:100 @ A1, 1:200 @ A3, 1:500 @ A4, 1:1000 @ A5, 1:2000 @ A6, 1:5000 @ A7, 1:10000 @ A8, 1:20000 @ A9, 1:50000 @ A10, 1:100000 @ A11, 1:200000 @ A12, 1:500000 @ A13

BY: [Signature]

DATE: [Date]

PROJECT: 94-104 EPSOM ROAD ZETLAND

PROJECT: EPSOM ROAD CONTROL LINE MCB3

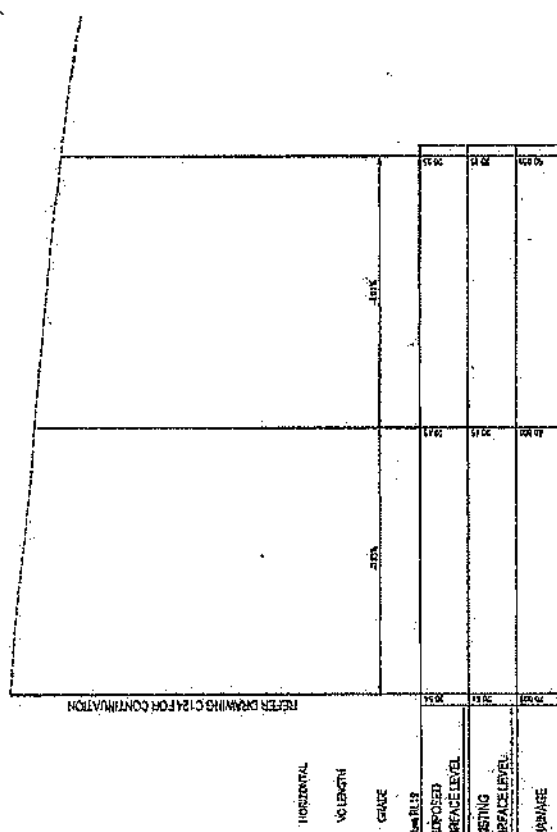
PROJECT: EPSOM ROAD CONTROL LINE MCB3

PROJECT: EPSOM ROAD CONTROL LINE MCB3

PROJECT: EPSOM ROAD CONTROL LINE MCB3

PROJECT: EPSOM ROAD CONTROL LINE MCB3

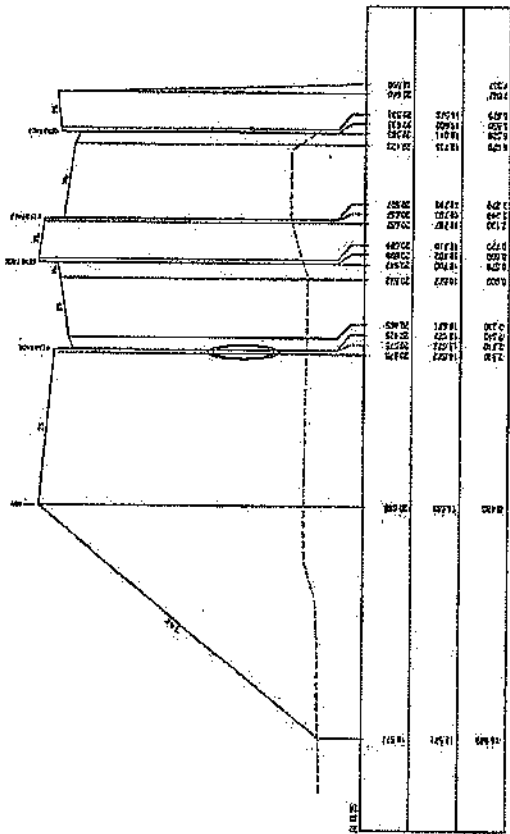
PRELIMINARY ONLY



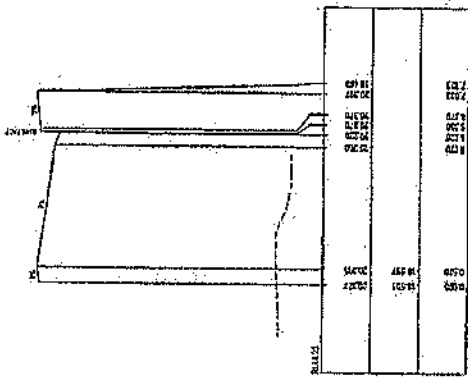
LONGITUDINAL SECTION EPSOM ROAD (CONTROL LINE MC03)

<p>THIS DRAWING CANNOT BE COPIED OR REPRODUCED IN ANY FORM OR USED FOR ANY OTHER PURPOSE OTHER THAN THAT ORIGINALLY INTENDED WITHOUT THE WRITTEN PERMISSION OF AT&amp;L</p>		<p><b>KARIMBLA</b> CONSTRUCTION SERVICES (NSW) PTY LIMITED Level 11, 2287 East Beach, Sydney NSW 2023 Tel: (02) 927 2884 Fax: (02) 927 2177 Email: karimbla@karimbla.com.au</p>		<p>Client: _____ Project: <b>94-104 EPSOM ROAD ZETLAND</b> Title: <b>EPSOM ROAD CONTROL LINE MC03</b></p>		<p>at&amp;l Chief Engineers and Project Managers 11-12/130 Pitt St, Sydney NSW 2000 Tel: (02) 927 2884 Fax: (02) 927 2177 www.atandl.com.au</p>	
Scale: 1:100 @ A1 1:100 @ A2	Drawn: _____	Checked: _____	Approved: _____	Project No: _____	Sheet No: _____	Revision: _____	
Author: MGA	Checker: AHD	Approver: _____	Project: _____	Client: _____	Project: _____	Revision: _____	
Project: _____	Client: _____	Project: _____	Client: _____	Project: _____	Client: _____	Project: _____	

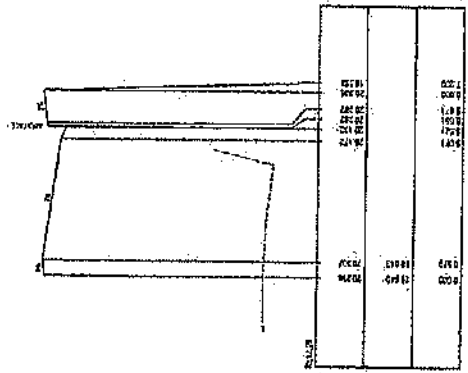




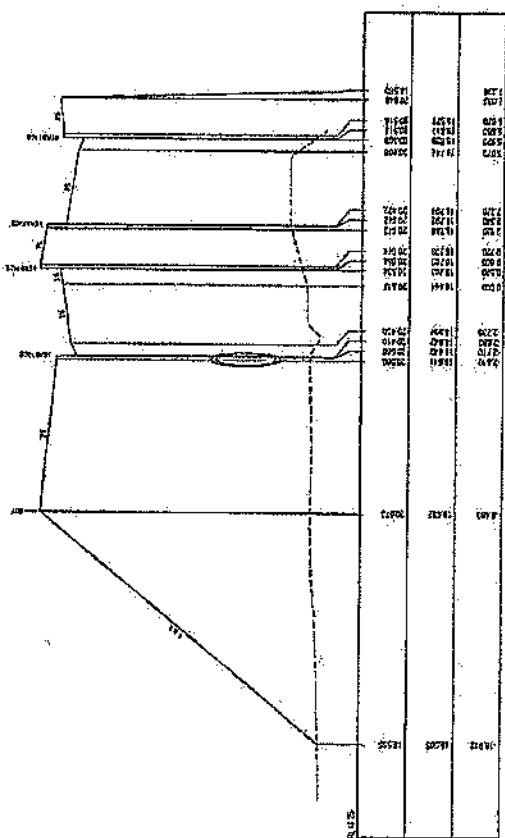
CH 80



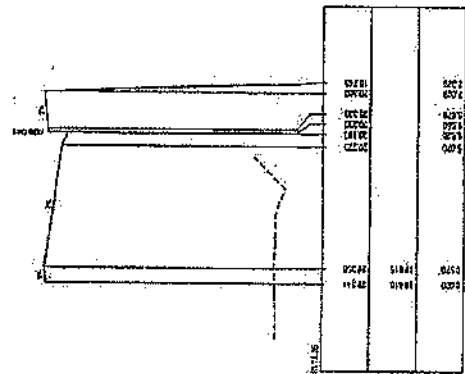
CH 50



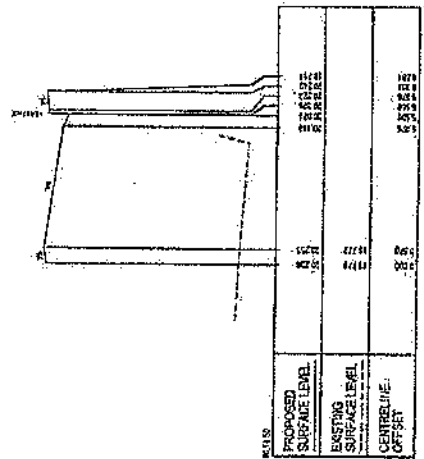
CH 44.328



CH 69.041



CH 47.63



CH 40

Scale: 1:20 @ A1  
1:100 @ A2

Drawn: [ ]  
Checked: [ ]  
Checked: [ ]  
Approved: [ ]

Client: KARIMBLA CONSTRUCTION SERVICES (MSM) PVT. LIMITED  
Level 31, 437 North Street, Singapore 050030  
Tel: (65) 6377 2333 Fax: (65) 6377 3777  
Email: karimbla@karimbla.com.sg

Contract: 94-104 EPSOM ROAD ZETLAND  
Project: GEORGE JULIUS AVENUE CONTROL MC01

Client: at&I  
Level 7, 123 Victoria Street, Singapore 068803  
Tel: (65) 6333 1122 Fax: (65) 6333 1122  
Email: info@atand.com.sg

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1:20 @ A1 1:40 @ A3

0 2.5 5.0 7.5 10.0

CH 44.328

CH 50

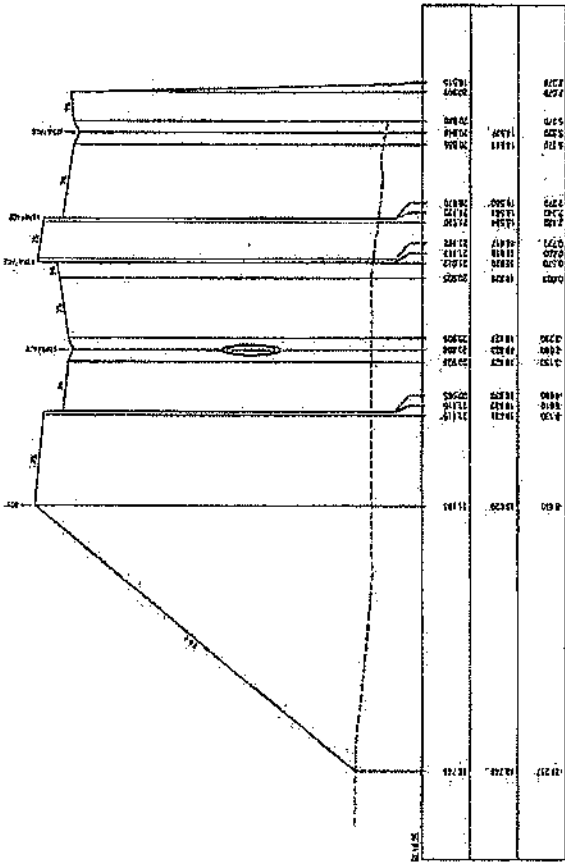
CH 80

CH 40

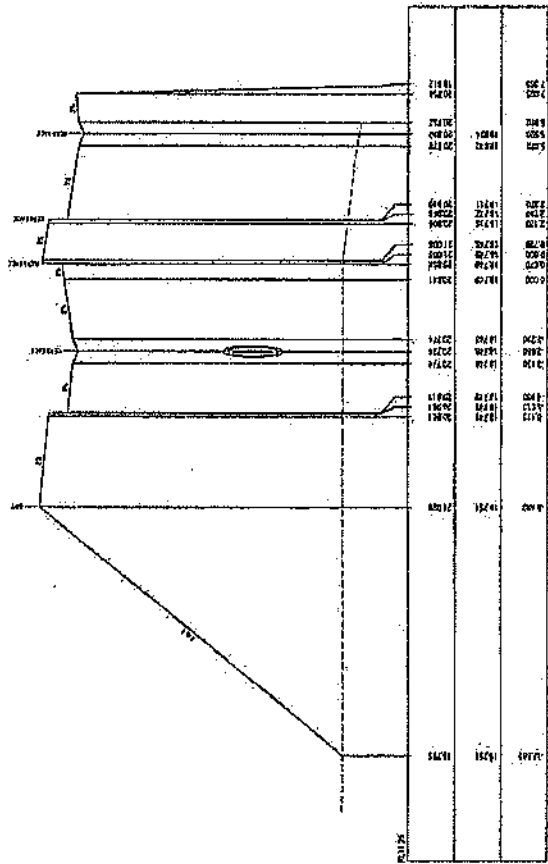
CH 47.63

CH 69.041

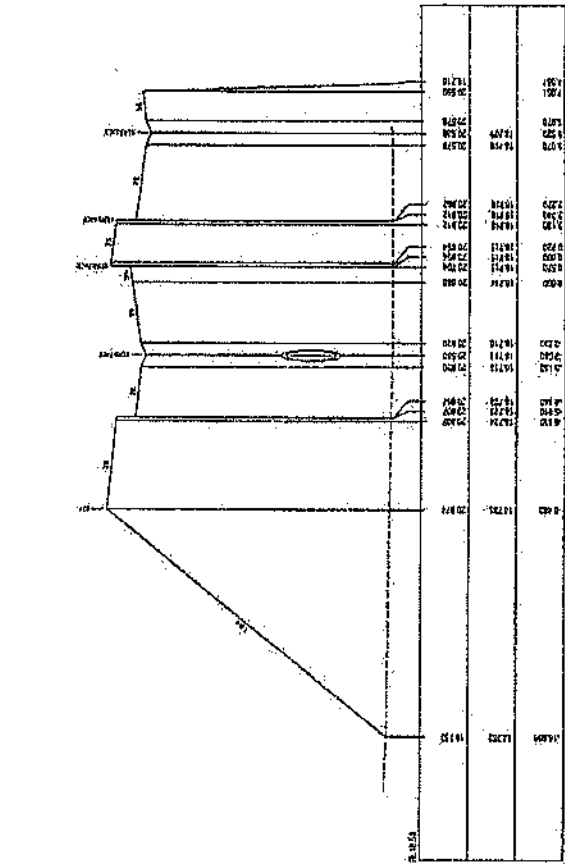
PRELIMINARY ONLY



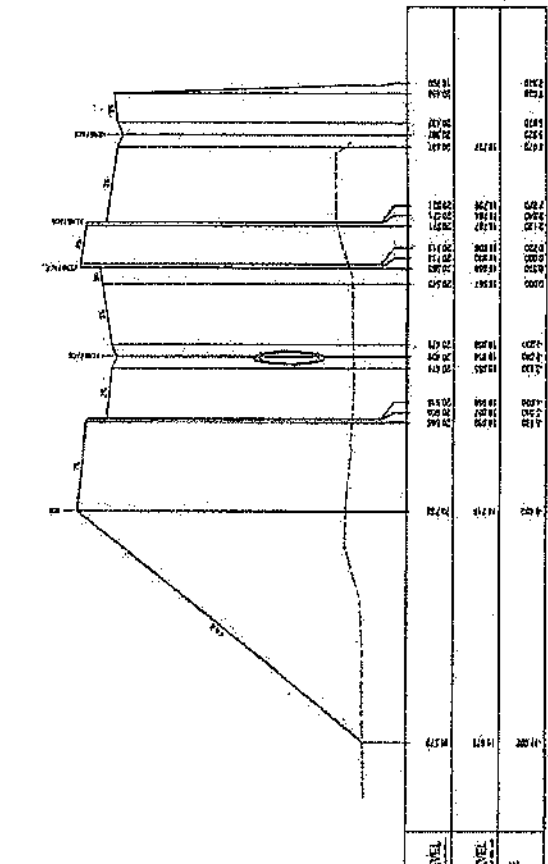
CH 90



CH 80



CH 70



CH 60.081

DATE	PROPOSED SURFACE LEVEL	EXISTING SURFACE LEVEL	CENTRELINE OFFSET
10.75	10.75	10.75	0.00
10.70	10.70	10.70	0.00
10.65	10.65	10.65	0.00
10.60	10.60	10.60	0.00
10.55	10.55	10.55	0.00
10.50	10.50	10.50	0.00
10.45	10.45	10.45	0.00
10.40	10.40	10.40	0.00
10.35	10.35	10.35	0.00
10.30	10.30	10.30	0.00
10.25	10.25	10.25	0.00
10.20	10.20	10.20	0.00
10.15	10.15	10.15	0.00
10.10	10.10	10.10	0.00
10.05	10.05	10.05	0.00
10.00	10.00	10.00	0.00

**KARIMBLA**  
CONSTRUCTION SERVICES (NSW)  
PTY LIMITED  
Level 11, 45 Kent Street, Sydney, NSW 2000.  
Tel: (02) 217 8844 Fax: (02) 217 8777  
Email: karimbla@karimbla.com.au

Client: CH8 Engineering and Project Management  
Project: 94-104 ERSCHM ROAD  
ZEILAND  
GEORGE JULIUS AVENUE  
CONTROL MC01

Scale: 1:20 @ A1  
1:100 @ A2

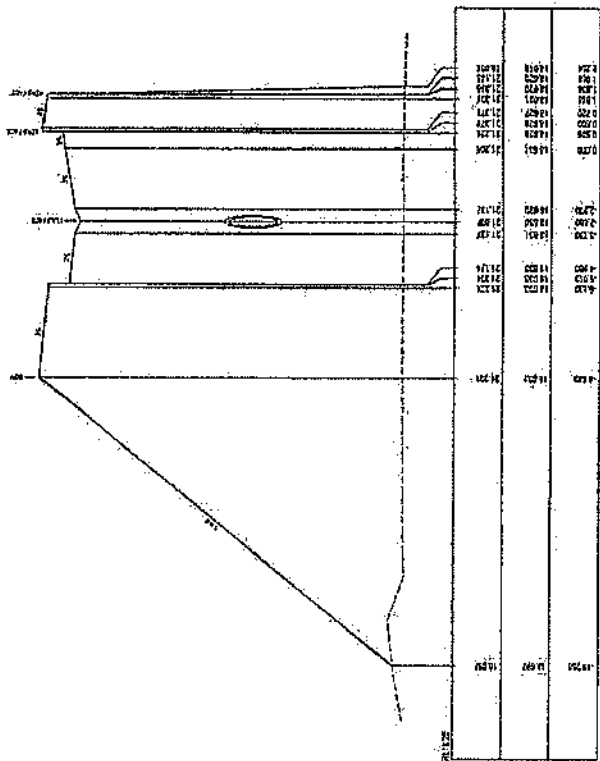
Drawn	420
Designed	420
Checked	420
Approved	

Drawn: MGA  
Checked: MGA  
Approved: MGA

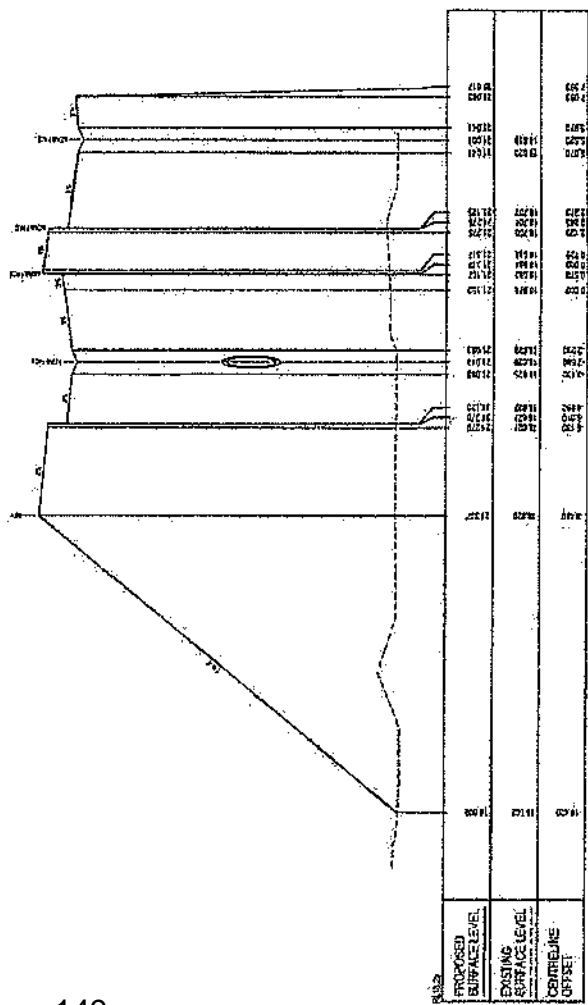
1:20 @ A1  
1:100 @ A2

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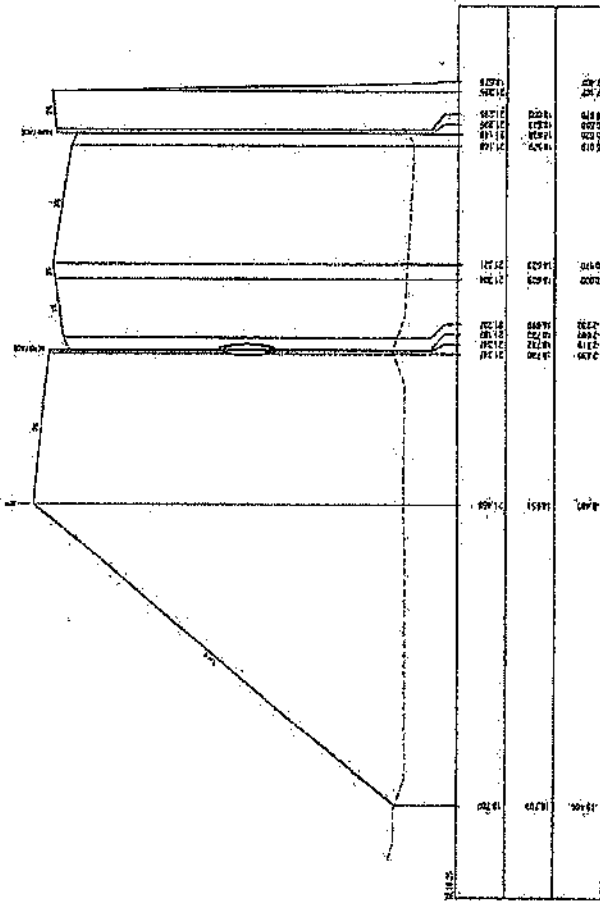
at&i  
PRELIMINARY ONLY



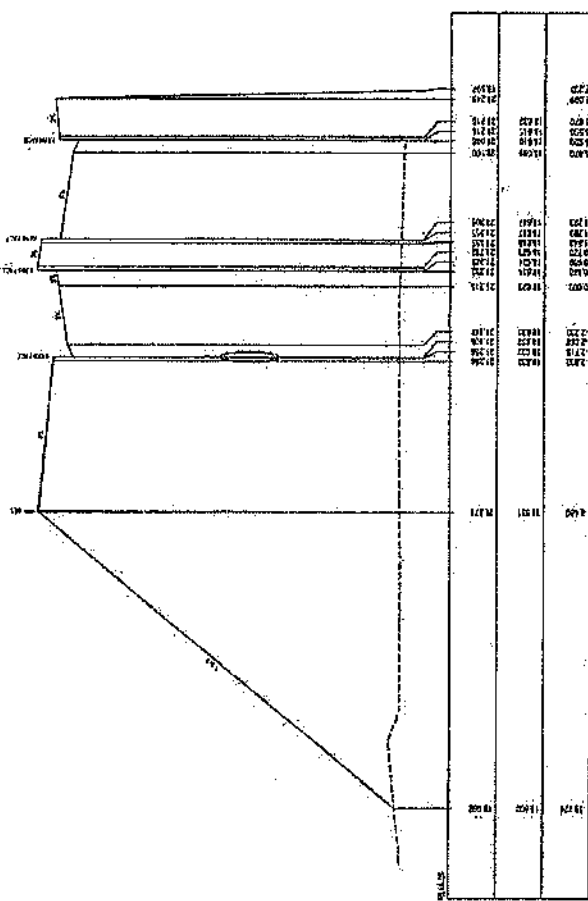
CH 103.8B7



CH 100



CH 110



CH 104.237

**KARIMBLA**  
CONSTRUCTION SERVICES (NSW)  
PTY LIMITED  
14/11, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Scale: 1:20 @ A1  
1:100 @ A1

Drawn: [ ]  
Checked: [ ]  
Approved: [ ]

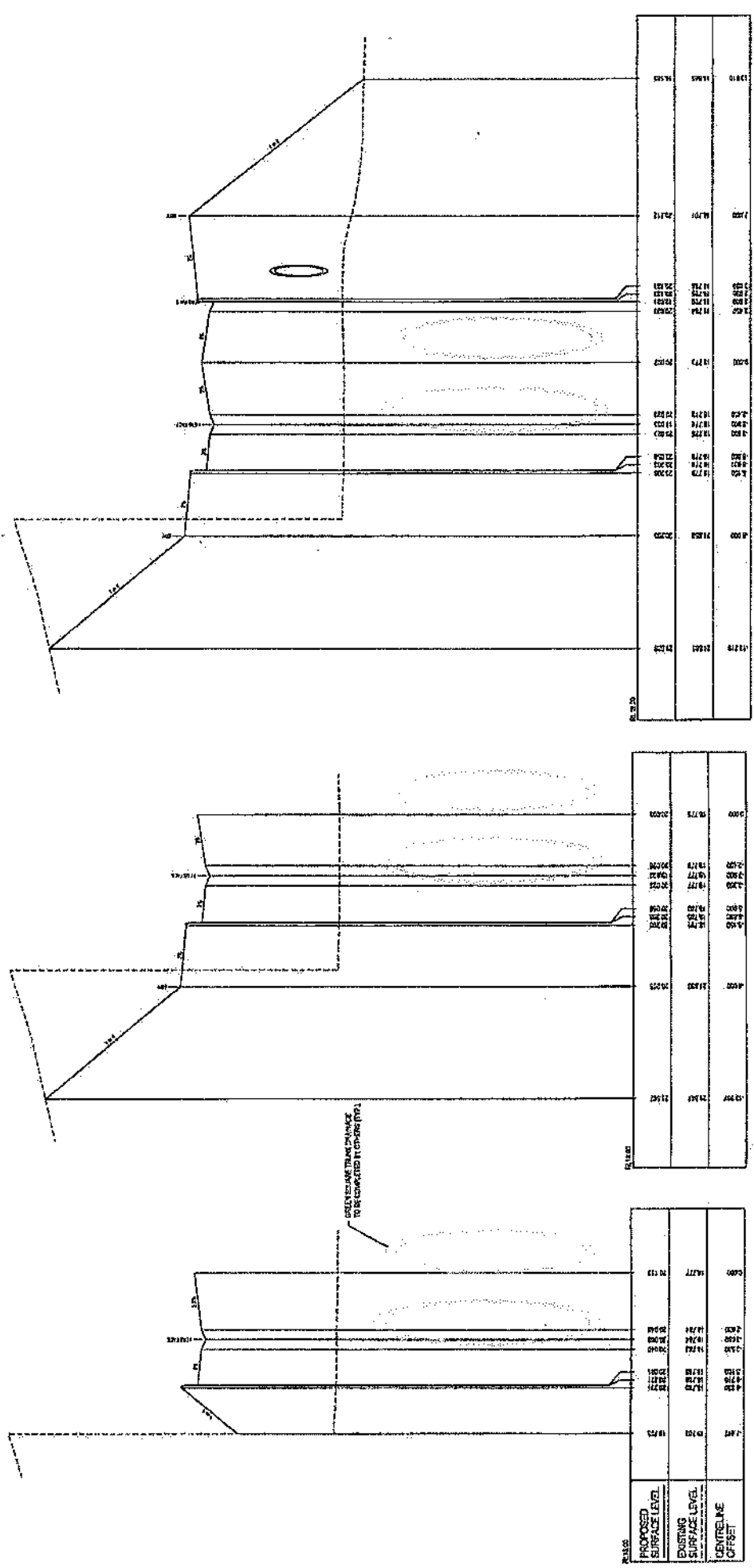
Project: 94-104 EPSOM ROAD  
ZETLAND

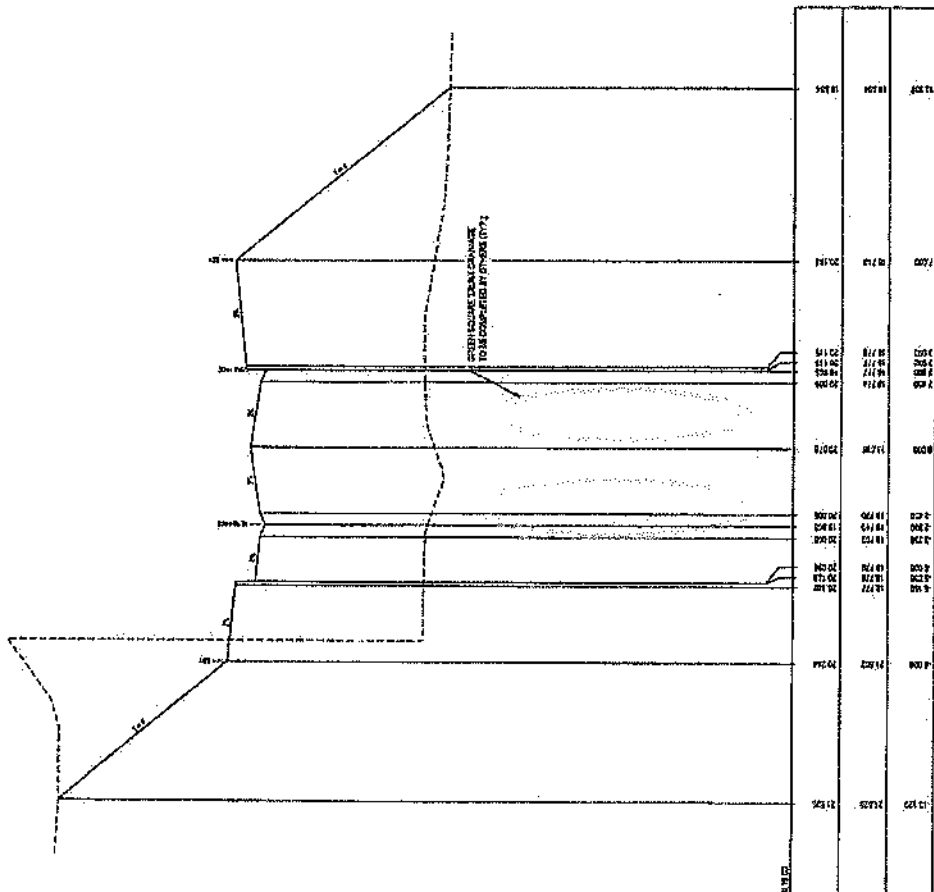
Client: GEORGE JULIUS AVENUE  
CONTROL MC01

at&I  
PRELIMINARY ONLY

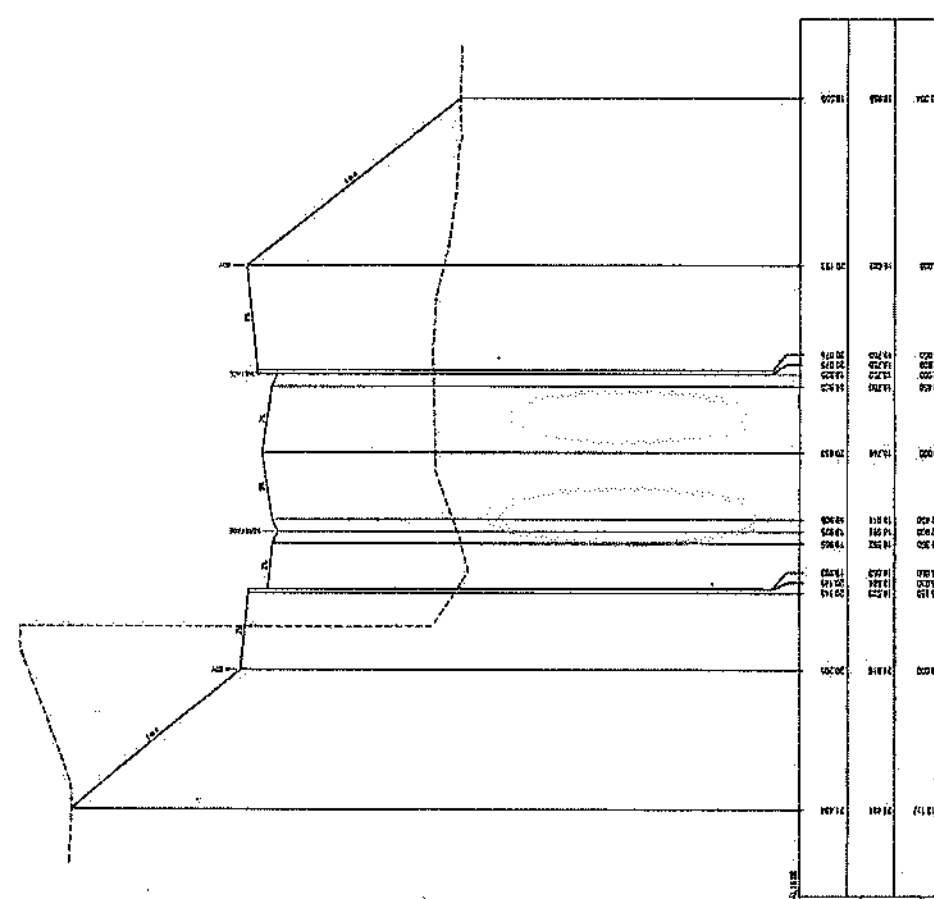








CH 20



CH 30

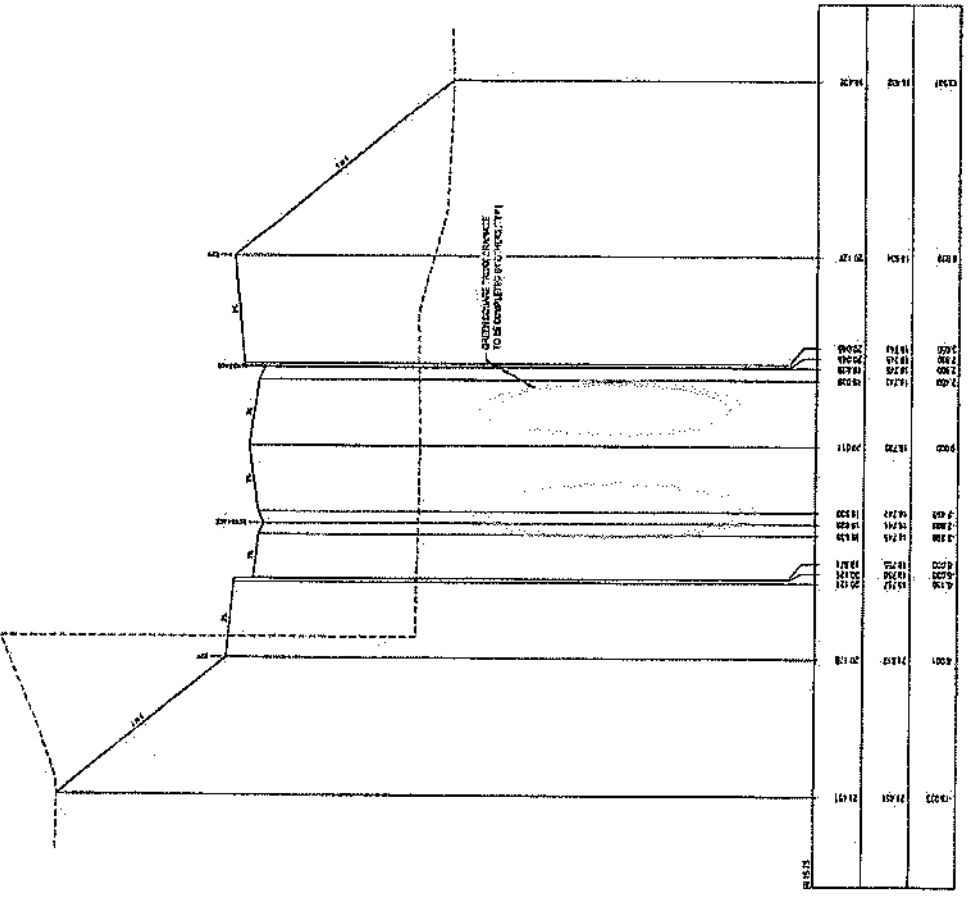
**KARIMBLA**  
CONSTRUCTION SERVICES (NSW)  
PTY LIMITED  
Level 11, 428 New Street, Sydney NSW 1500  
Tel: (02) 9247 3266 Fax: (02) 9247 2777  
Email: [kcs@karimbla.com.au](mailto:kcs@karimbla.com.au)

Scale: 1:20 @ A1  
1:100 @ A1  
1:500 @ A1  
1:1000 @ A1  
1:2000 @ A1  
1:4000 @ A1

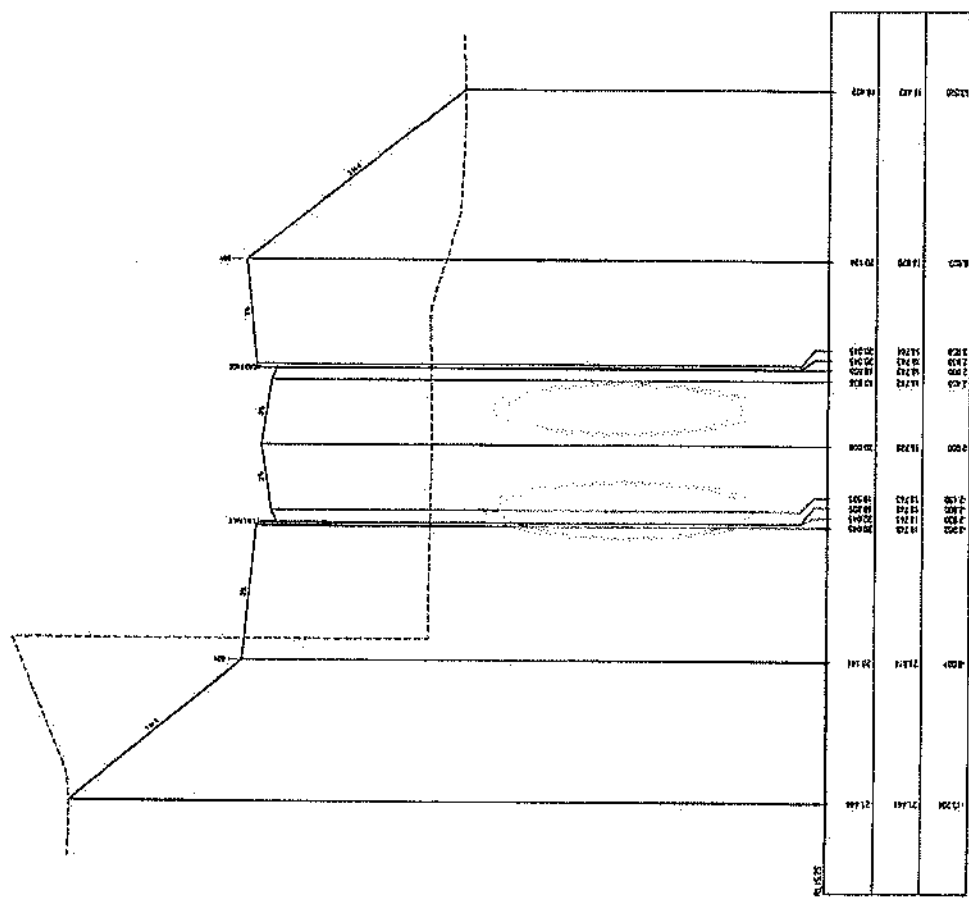
Client: **at&I**  
Level 2, 105 Water  
Avenue, Sydney NSW  
1500  
Tel: (02) 9247 1000  
Fax: (02) 9247 1000  
Email: [info@atand.com.au](mailto:info@atand.com.au)

Project: **94-104 EPSOM ROAD ZETLAND**  
**ROSE VALLEY WAY CONTROL MC02**

**PRELIMINARY ONLY**  
NOT FOR CONSTRUCTION



CH 36725



CH 37475

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CONSTRUCTION SERVICES (NSW)  
PTY LIMITED  
Level 15, 228 Kent Street, Sydney NSW 2000  
Tel: (02) 9337 3433 Fax: (02) 9337 2377  
Email: info@karibla.com.au

**at&l**  
Civil Engineers and Project Managers  
Level 2, 443 Newbridge Road, Sydney NSW 2000  
Tel: (02) 9337 3433 Fax: (02) 9337 2377  
Email: info@atandl.com.au

**94-104 EPSOM ROAD ZETLAND**

**ROSE VALLEY WAY CONTROL MECP**

Scale	Drawn		AEC	
	1:20 @ A1	1:100 @ A1	Designed	Checked
Scale	1:20 @ A1	1:100 @ A1	Designed	Checked
Drawn	MSA	AHD	Approved	

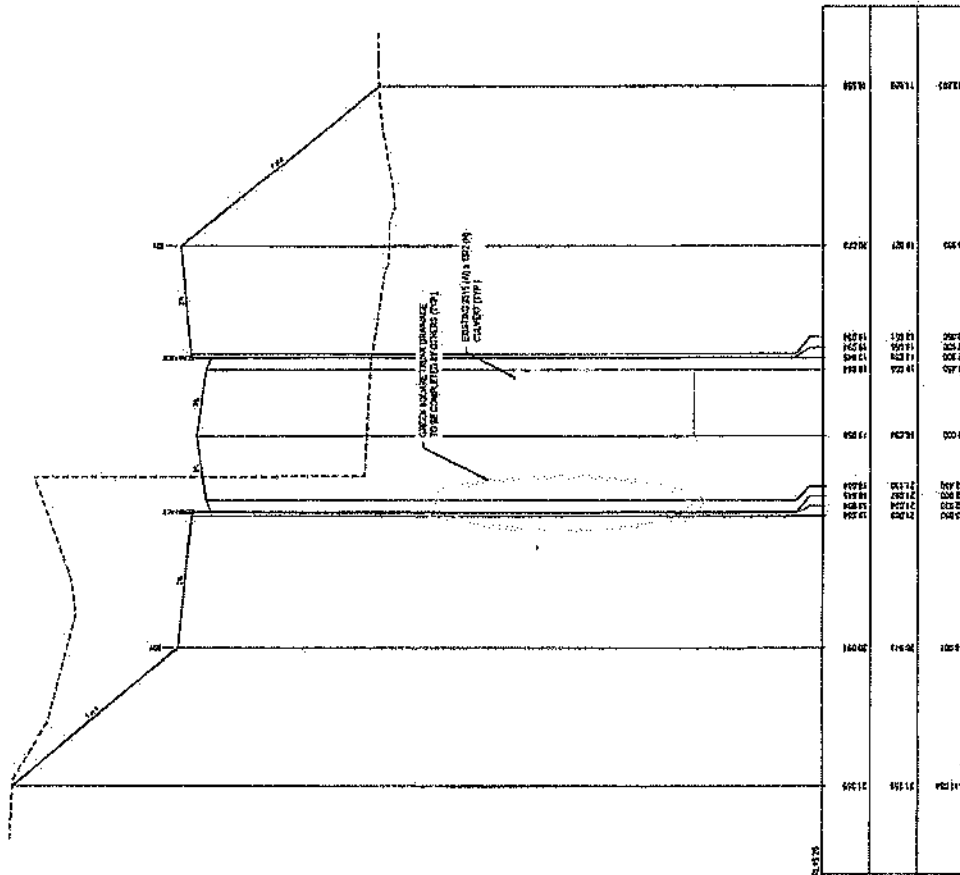
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1:20 @ A1 1:40 @ A1

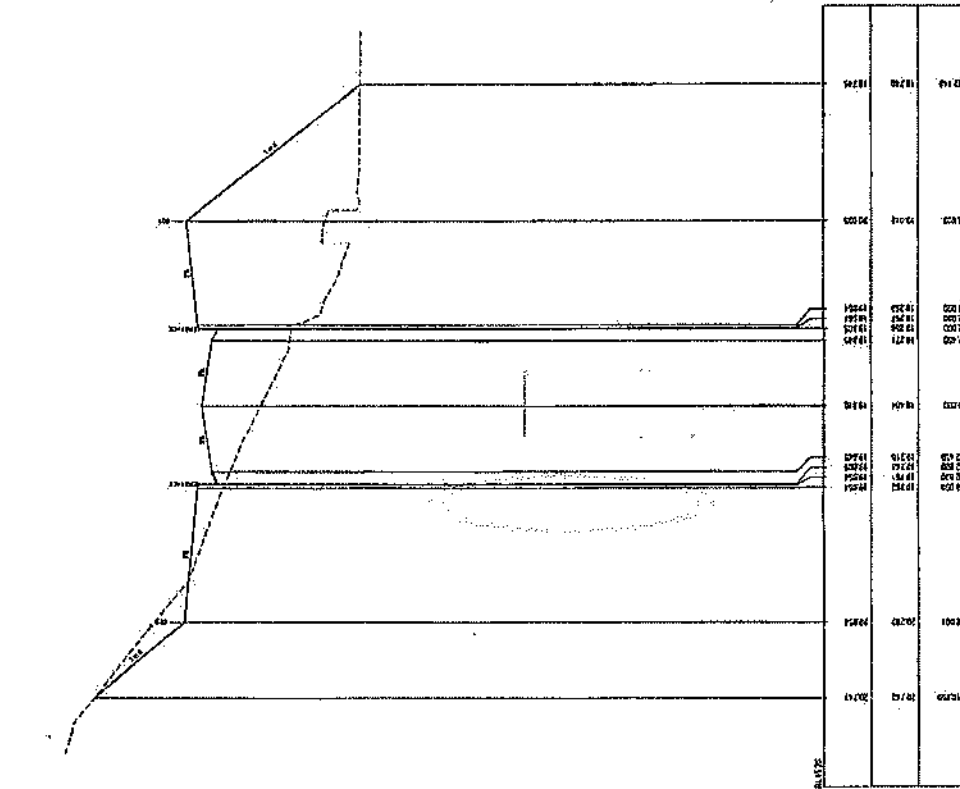
0 1 2 3 4 5 6 7 8 9 10

1:100 @ A1





CH 50



CH 60

**KARIMBLA**  
CONSTRUCTION SERVICES (RSBY)  
PTY LIMITED  
Level 11, 125 Lane Street, Sydney NSW 2000  
Tel: (61) 2 911 1811 Fax: (61) 2 911 7171  
Email: info@karimbla.com.au

Client: **at&I**  
Civil Engineers and Project Managers  
Level 2, 185 Water  
Road, Sydney NSW 2000  
Tel: (61) 2 911 1177  
Fax: (61) 2 911 1178  
Email: info@atandI.com.au

Project: **94-104 EPSOM ROAD  
ZETLAND**

This: **ROSE VALLEY WAY  
CONTROL MC02**

Scale: 1:20 @ A1  
1:100 @ A1

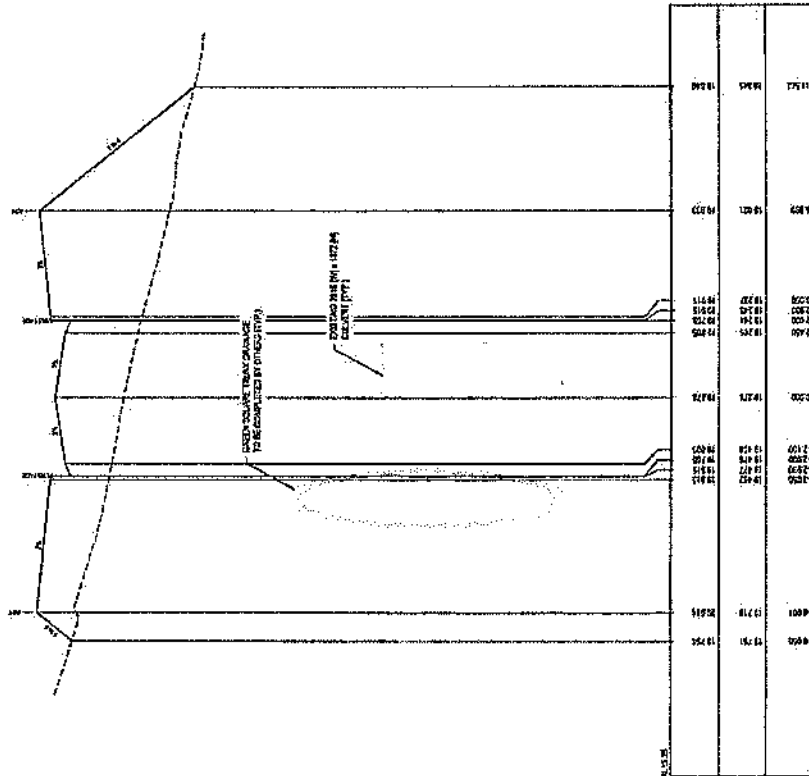
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Project: **AHD**

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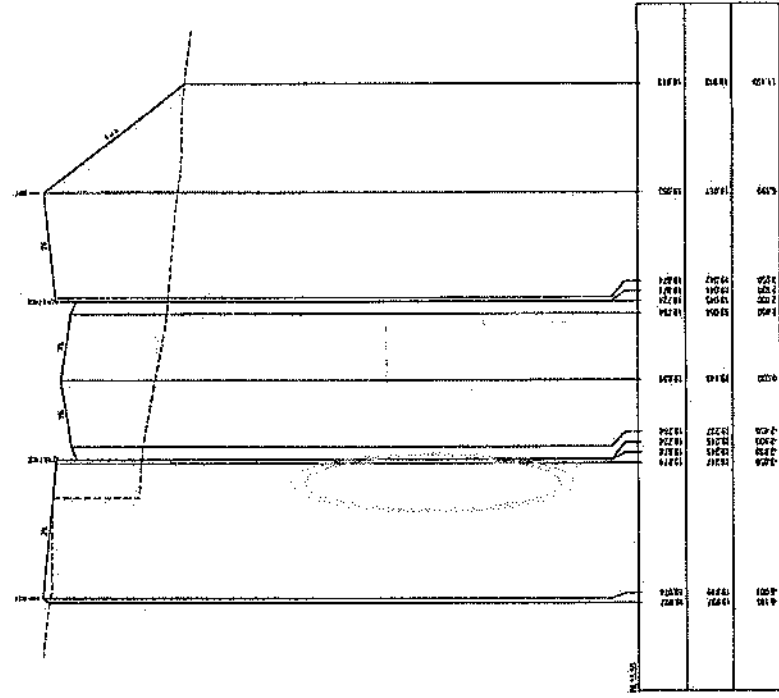
Author: [ ]  
Date: [ ]

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0 100 200 300 400 500  
1:20 @ A1 1:100 @ A1



CH 70



CH 80

**KARIMBLA**  
CONSTRUCTION SERVICES (NSW)  
PTY LIMITED  
Level 11, 222 June Street, Sydney NSW 2000  
Tel: (02) 8387 2388 Fax: (02) 9387 2177  
Email: info@karimbla.com.au

Client: **at&t**  
at&t Engineering and Project Services  
Level 2, 445 Under North Sydney Road  
North Sydney NSW 1585  
Tel: (02) 9387 2388 Fax: (02) 9387 2177  
Email: info@atandt.com.au

Scale: 1:20 @ A1  
1:100 @ A2

Client: **at&t**  
at&t Engineering and Project Services

Project: **94-104 EPSOM ROAD ZETLAND**

Drawn: **ADJ**  
Checked: **ADJ**  
Approved: **ADJ**

Scale: **1:20 @ A1**  
**1:100 @ A2**

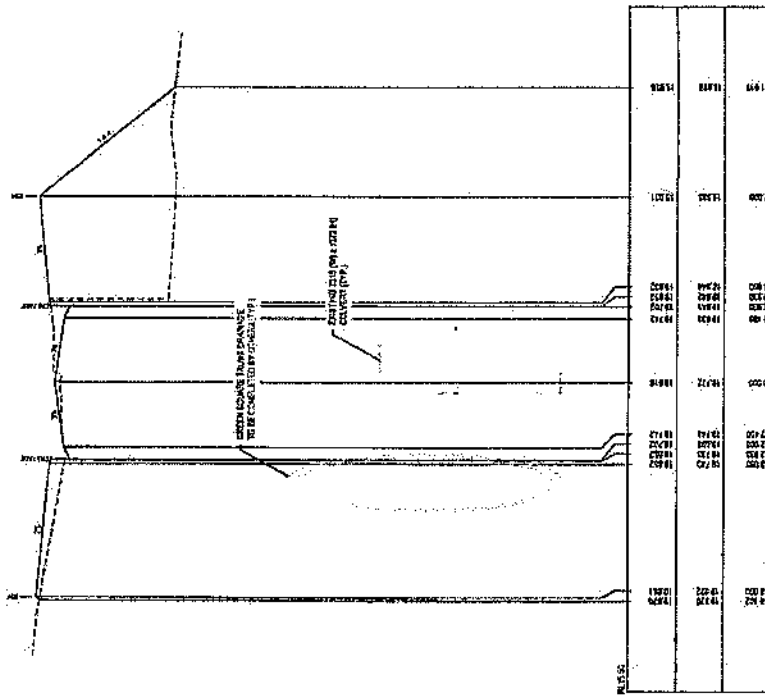
Client: **at&t**  
at&t Engineering and Project Services

Project: **94-104 EPSOM ROAD ZETLAND**

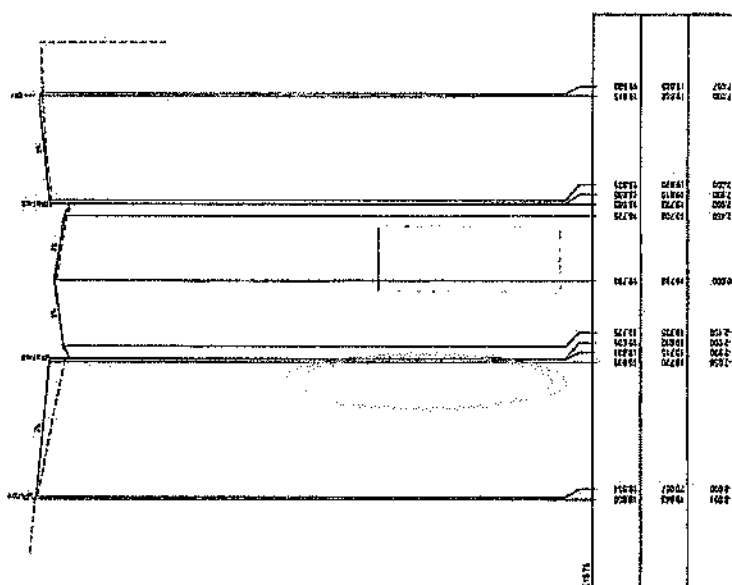
Drawn: **ADJ**  
Checked: **ADJ**  
Approved: **ADJ**

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Sheet: **CH 70**  
CH 70



CH 85.535



CH 90

**KARIMBLA**  
CONSTRUCTION SERVICES (NSW)  
PTY. LIMITED  
Level 11, 224 Kent Street, Sydney NSW 2000  
Tel: (02) 9227 7888 Fax: (02) 9227 2717  
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Chief Engineer and Project Manager  
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Tel: (02) 9227 7888 Fax: (02) 9227 2717  
Email: [info@atal.com.au](mailto:info@atal.com.au)

Scale: 1:20 @ A1  
1:100 @ A1

Drawn	Checked	Approved
MS	MS	MS

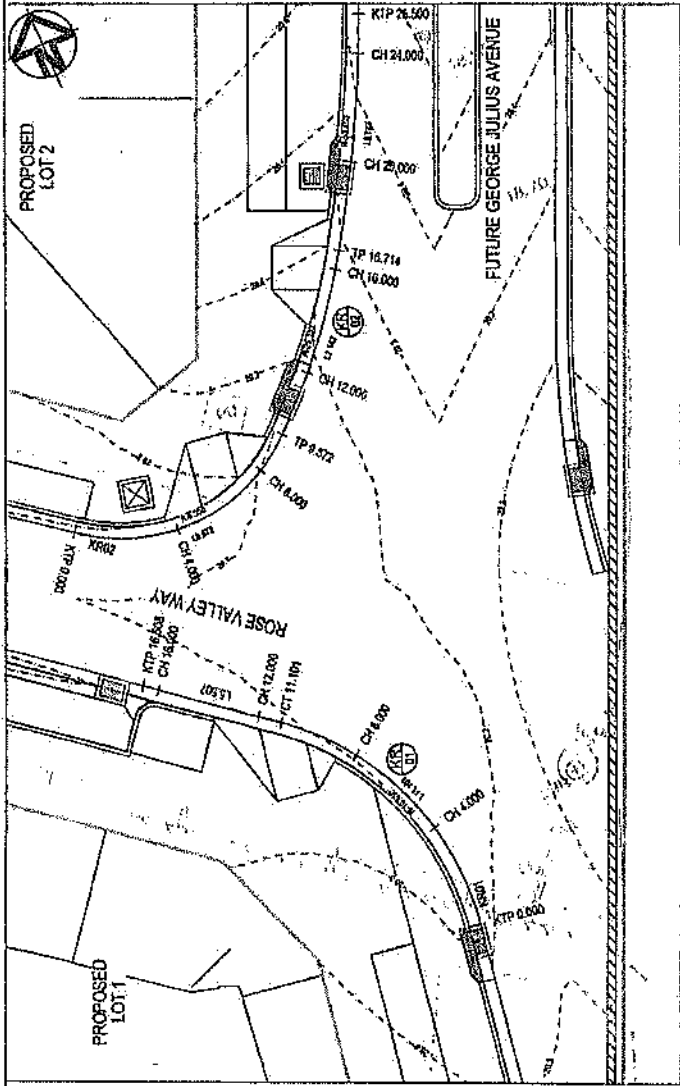
Scale: 1:20 @ A1  
1:100 @ A1

Project: 94-104 EPSOM ROAD  
ZETLAND  
ROSE VALLEY WAY  
CONTROL MC02

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Bar Scales  
0 50 100 150 200  
1:20 @ A1 1:40 @ A3

PRELIMINARY ONLY



PLAN  
SCALE 1:100

HORIZONTAL CURVE	PC	PT	PI	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
PROPOSED	16.200	16.714	17.228	17.742	18.256	18.770	19.284	19.798	20.312	20.826	21.340	21.854	22.368	22.882	23.396	23.910	24.424	24.938	25.452	25.966	26.480	26.994	27.508	28.022	28.536	29.050	29.564	30.078	30.592	31.106	31.620	32.134	32.648	33.162	33.676	34.190	34.704	35.218	35.732	36.246	36.760	37.274	37.788	38.302	38.816	39.330	39.844	40.358	40.872	41.386	41.900	42.414	42.928	43.442	43.956	44.470	44.984	45.498	46.012	46.526	47.040	47.554	48.068	48.582	49.096	49.610	50.124	50.638	51.152	51.666	52.180	52.694	53.208	53.722	54.236	54.750	55.264	55.778	56.292	56.806	57.320	57.834	58.348	58.862	59.376	59.890	60.404	60.918	61.432	61.946	62.460	62.974	63.488	64.002	64.516	65.030	65.544	66.058	66.572	67.086	67.600	68.114	68.628	69.142	69.656	70.170	70.684	71.198	71.712	72.226	72.740	73.254	73.768	74.282	74.796	75.310	75.824	76.338	76.852	77.366	77.880	78.394	78.908	79.422	79.936	80.450	80.964	81.478	81.992	82.506	83.020	83.534	84.048	84.562	85.076	85.590	86.104	86.618	87.132	87.646	88.160	88.674	89.188	89.702	90.216	90.730	91.244	91.758	92.272	92.786	93.300	93.814	94.328	94.842	95.356	95.870	96.384	96.898	97.412	97.926	98.440	98.954	99.468	99.982	100.496	101.010	101.524	102.038	102.552	103.066	103.580	104.094	104.608	105.122	105.636	106.150	106.664	107.178	107.692	108.206	108.720	109.234	109.748	110.262	110.776	111.290	111.804	112.318	112.832	113.346	113.860	114.374	114.888	115.402	115.916	116.430	116.944	117.458	117.972	118.486	119.000	119.514	120.028	120.542	121.056	121.570	122.084	122.598	123.112	123.626	124.140	124.654	125.168	125.682	126.196	126.710	127.224	127.738	128.252	128.766	129.280	129.794	130.308	130.822	131.336	131.850	132.364	132.878	133.392	133.906	134.420	134.934	135.448	135.962	136.476	136.990	137.504	138.018	138.532	139.046	139.560	140.074	140.588	141.102	141.616	142.130	142.644	143.158	143.672	144.186	144.700	145.214	145.728	146.242	146.756	147.270	147.784	148.298	148.812	149.326	149.840	150.354	150.868	151.382	151.896	152.410	152.924	153.438	153.952	154.466	154.980	155.494	156.008	156.522	157.036	157.550	158.064	158.578	159.092	159.606	160.120	160.634	161.148	161.662	162.176	162.690	163.204	163.718	164.232	164.746	165.260	165.774	166.288	166.802	167.316	167.830	168.344	168.858	169.372	169.886	170.400	170.914	171.428	171.942	172.456	172.970	173.484	173.998	174.512	175.026	175.540	176.054	176.568	177.082	177.596	178.110	178.624	179.138	179.652	180.166	180.680	181.194	181.708	182.222	182.736	183.250	183.764	184.278	184.792	185.306	185.820	186.334	186.848	187.362	187.876	188.390	188.904	189.418	189.932	190.446	190.960	191.474	191.988	192.502	193.016	193.530	194.044	194.558	195.072	195.586	196.100	196.614	197.128	197.642	198.156	198.670	199.184	199.698	200.212	200.726	201.240	201.754	202.268	202.782	203.296	203.810	204.324	204.838	205.352	205.866	206.380	206.894	207.408	207.922	208.436	208.950	209.464	209.978	210.492	211.006	211.520	212.034	212.548	213.062	213.576	214.090	214.604	215.118	215.632	216.146	216.660	217.174	217.688	218.202	218.716	219.230	219.744	220.258	220.772	221.286	221.800	222.314	222.828	223.342	223.856	224.370	224.884	225.398	225.912	226.426	226.940	227.454	227.968	228.482	228.996	229.510	230.024	230.538	231.052	231.566	232.080	232.594	233.108	233.622	234.136	234.650	235.164	235.678	236.192	236.706	237.220	237.734	238.248	238.762	239.276	239.790	240.304	240.818	241.332	241.846	242.360	242.874	243.388	243.902	244.416	244.930	245.444	245.958	246.472	246.986	247.500	248.014	248.528	249.042	249.556	250.070	250.584	251.098	251.612	252.126	252.640	253.154	253.668	254.182	254.696	255.210	255.724	256.238	256.752	257.266	257.780	258.294	258.808	259.322	259.836	260.350	260.864	261.378	261.892	262.406	262.920	263.434	263.948	264.462	264.976	265.490	266.004	266.518	267.032	267.546	268.060	268.574	269.088	269.602	270.116	270.630	271.144	271.658	272.172	272.686	273.200	273.714	274.228	274.742	275.256	275.770	276.284	276.798	277.312	277.826	278.340	278.854	279.368	279.882	280.396	280.910	281.424	281.938	282.452	282.966	283.480	283.994	284.508	285.022	285.536	286.050	286.564	287.078	287.592	288.106	288.620	289.134	289.648	290.162	290.676	291.190	291.704	292.218	292.732	293.246	293.760	294.274	294.788	295.302	295.816	296.330	296.844	297.358	297.872	298.386	298.900	299.414	299.928	300.442	300.956	301.470	301.984	302.498	303.012	303.526	304.040	304.554	305.068	305.582	306.096	306.610	307.124	307.638	308.152	308.666	309.180	309.694	310.208	310.722	311.236	311.750	312.264	312.778	313.292	313.806	314.320	314.834	315.348	315.862	316.376	316.890	317.404	317.918	318.432	318.946	319.460	319.974	320.488	321.002	321.516	322.030	322.544	323.058	323.572	324.086	324.600	325.114	325.628	326.142	326.656	327.170	327.684	328.198	328.712	329.226	329.740	330.254	330.768	331.282	331.796	332.310	332.824	333.338	333.852	334.366	334.880	335.394	335.908	336.422	336.936	337.450	337.964	338.478	338.992	339.506	340.020	340.534	341.048	341.562	342.076	342.590	343.104	343.618	344.132	344.646	345.160	345.674	346.188	346.702	347.216	347.730	348.244	348.758	349.272	349.786	350.300	350.814	351.328	351.842	352.356	352.870	353.384	353.898	354.412	354.926	355.440	355.954	356.468	356.982	357.496	358.010	358.524	359.038	359.552	360.066	360.580	361.094	361.608	362.122	362.636	363.150	363.664	364.178	364.692	365.206	365.720	366.234	366.748	367.262	367.776	368.290	368.804	369.318	369.832	370.346	370.860	371.374	371.888	372.402	372.916	373.430	373.944	374.458	374.972	375.486	376.000	376.514	377.028	377.542	378.056	378.570	379.084	379.598	380.112	380.626	381.140	381.654	382.168	382.682	383.196	383.710	384.224	384.738	385.252	385.766	386.280	386.794	387.308	387.822	388.336	388.850	389.364	389.878	390.392	390.906	391.420	391.934	392.448	392.962	393.476	393.990	394.504	395.018	395.532	396.046	396.560	397.074	397.588	398.102	398.616	399.130	399.644	400.158	400.672	401.186	401.700	402.214	402.728	403.242	403.756	404.270	404.784	405.298	405.812	406.326	406.840	407.354	407.868	408.382	408.896	409.410	409.924	410.438	410.952	411.466	411.980	412.494	413.008	413.522	414.036	414.550	415.064	415.578	416.092	416.606	417.120	417.634	418.148	418.662	419.176	419.690	420.204	420.718	421.232	421.746	422.260	422.774	423.288	423.802	424.316	424.830	425.344	425.858	426.372	426.886	427.400	427.914	428.428	428.942	429.456	429.970	430.484	430.998	431.512	432.026	432.540	433.054	433.568	434.082	434.596	435.110	435.624	436.138	436.652	437.166	437.680	438.194	438.708	439.222	439.736	440.250	440.764	441.278	441.792	442.306	442.820	443.334	443.848	444.362	444.876	445.390	445.904	446.418	446.932	447.446	447.960	448.474	448.988	449.502	450.016	450.530	451.044	451.558	452.072	452.586	453.100	453.614	454.128	454.642	455.156	455.670	456.184	456.698	457.212	457.726	458.240	458.754	459.268	459.782	460.296	460.810	461.324	461.838	462.352	462.866	463.380	463.894	464.408	464.922	465.436	465.950	466.464	466.978	467.492	468.006	468.520	469.034	469.548	470.062	470.576	471.090	471.604	472.118	472.632	473.146	473.660	474.174	474.688	475.202	475.716	476.230	476.744	477.258	477.772	478.286	478.800	479.314	479.828	480.342	480.856	481.370	481.884	482.398	482.912	483.426	483.940	484.454	484.968	485.482	485.996	486.510	487.024	487.538	488.052	488.566	489.080	489.594	490.108	490.622	491.136	491.650	492.164	492.678	493.192	493.706	494.220	494.734	495.248	495.7







**LEGEND**

**BARRIER LINES**

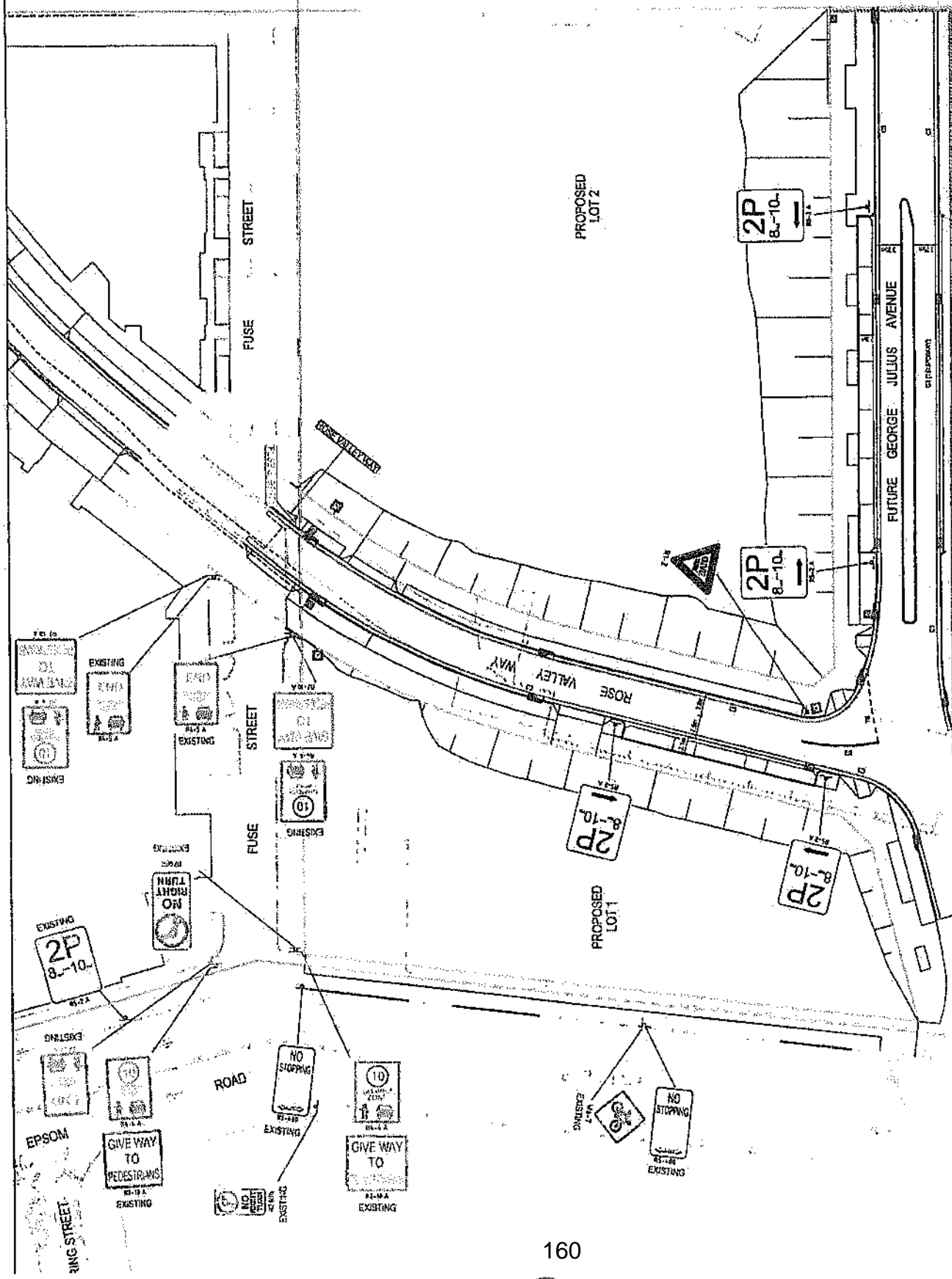
**TRANSVERSE LINES**

**GATEWAY LINE**

**CLEARWAY LINE**

**NOTES:**

1. ALL WORK TO BE IN ACCORDANCE WITH THE AUSTRALIAN STANDARDS AS APPLICABLE.
2. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE AUSTRALIAN STANDARDS AS APPLICABLE.
3. MATERIALS TO BE USED SHALL BE IN ACCORDANCE WITH THE AUSTRALIAN STANDARDS AS APPLICABLE.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED BUDGET.
6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED QUALITY STANDARDS.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED SAFETY STANDARDS.
8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED ENVIRONMENTAL STANDARDS.
9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED SOCIAL STANDARDS.
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED CULTURAL STANDARDS.



**at&t**  
Civil Engineers and Project Managers

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www.karimbla.com.au

**94-104 EPSOM ROAD**  
ZETLAND

**Project:** 94-104 EPSOM ROAD ZETLAND

**Scale:** 1:250 @ A1

**Drawn:** A1

**Checked:** MGA

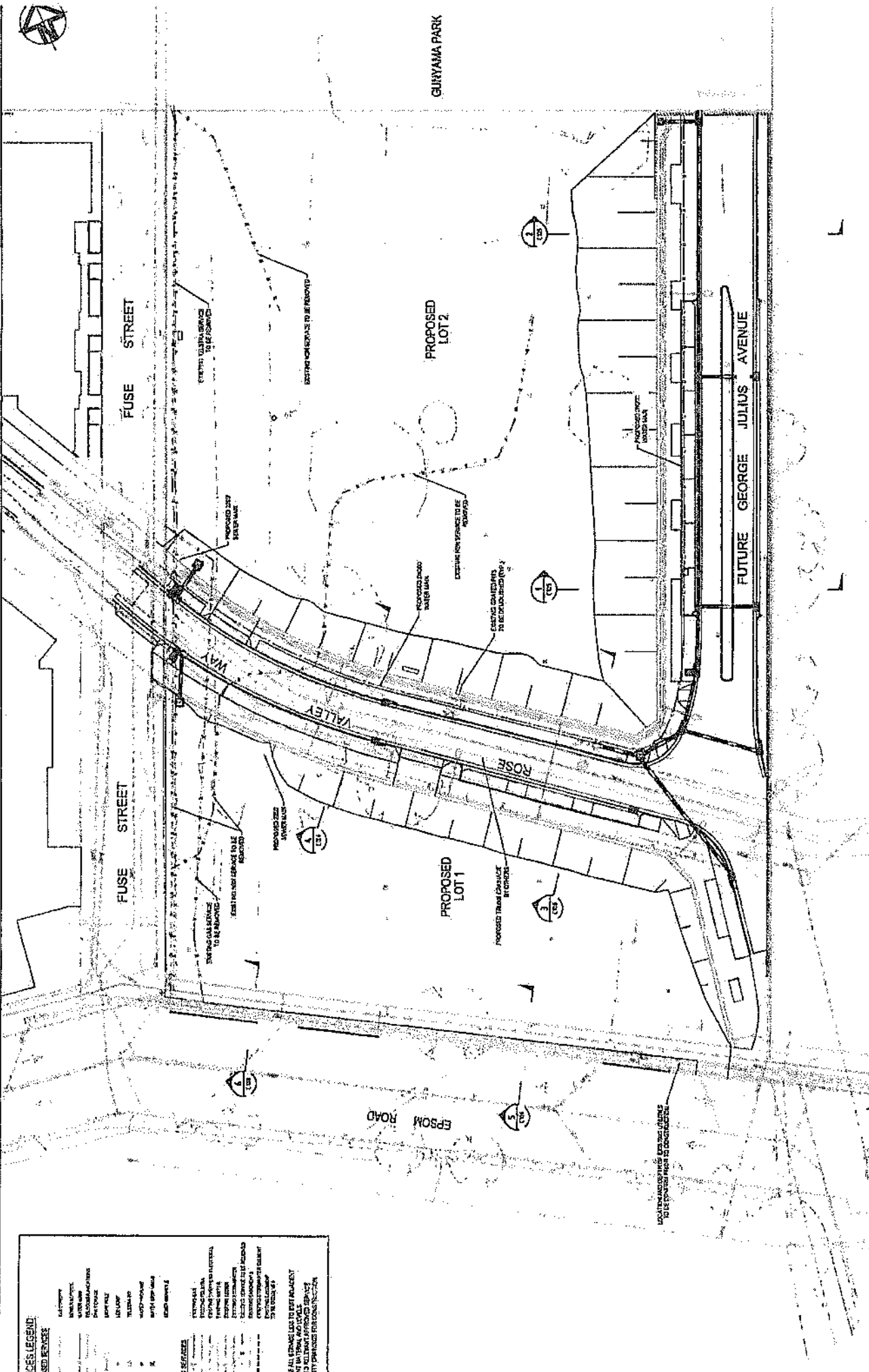
**Approved:** AHD

**Project Manager:** [Signature]

**Date:** [Date]

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**1:250 @ A1 1:500 @ A3**



GUYANA PARK

FUSE STREET

FUSE STREET

VALLEY WAY

ROSE

FUTURE GEORGE JULIUS AVENUE

PROPOSED LOT 2

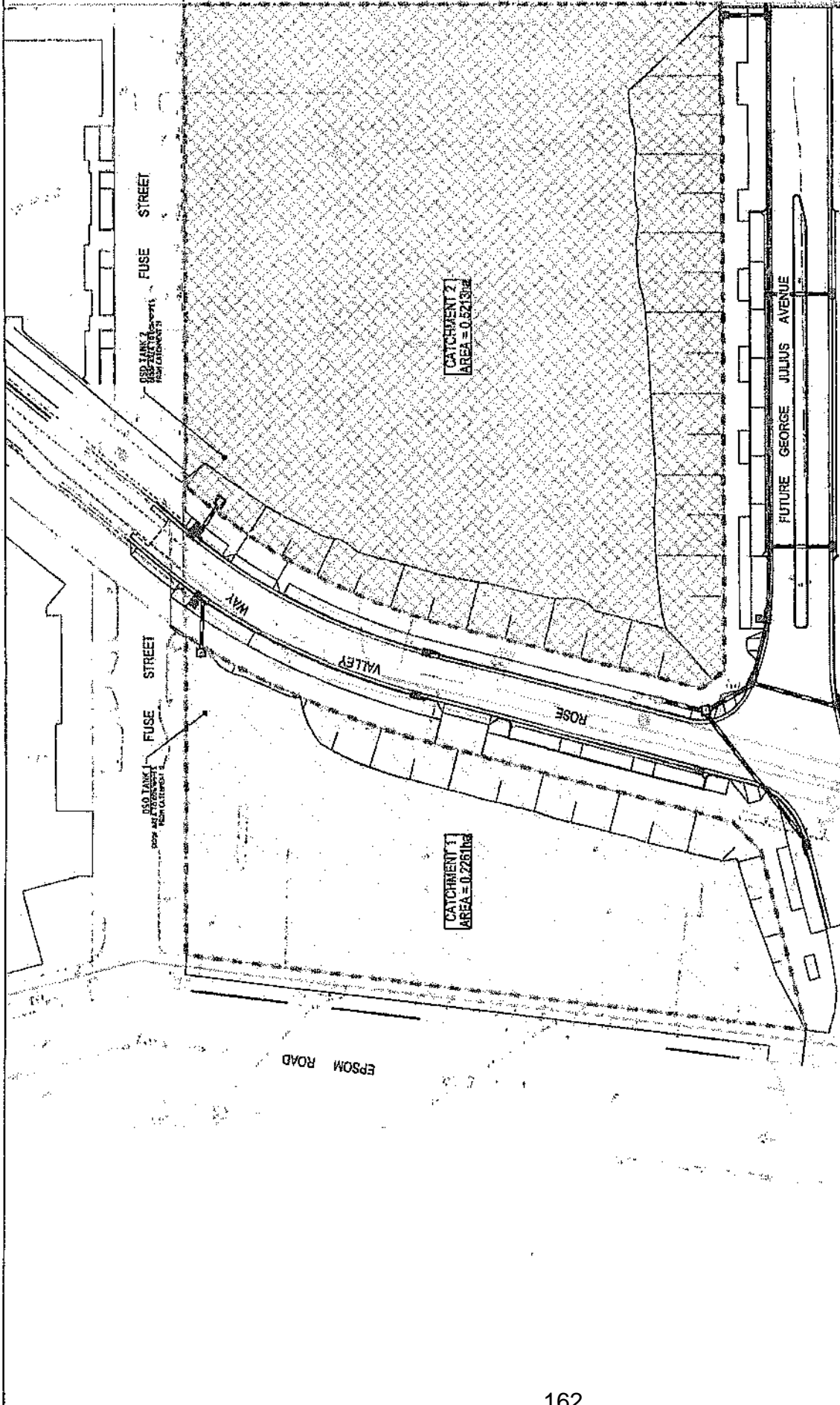
PROPOSED LOT 1

EPSOM ROAD

**SERVICES LEGEND:**  
**PROPOSED SERVICES**

- 1. WATER
- 2. SEWER
- 3. GAS
- 4. TELEPHONE
- 5. CABLE TV
- 6. POWER
- 7. FIBRE OPTIC
- 8. RAIL
- 9. AIR
- 10. ROAD
- 11. CANAL
- 12. DRAINAGE
- 13. FLOOD CONTROL
- 14. LANDSLIDE PROTECTION
- 15. OTHER

<p>Client: Engineers and Project Manager  <b>at&amp;I</b>          100/102/104/106/108/110/112/114/116/118/120/122/124/126/128/130/132/134/136/138/140/142/144/146/148/150/152/154/156/158/160/162/164/166/168/170/172/174/176/178/180/182/184/186/188/190/192/194/196/198/200/202/204/206/208/210/212/214/216/218/220/222/224/226/228/230/232/234/236/238/240/242/244/246/248/250/252/254/256/258/260/262/264/266/268/270/272/274/276/278/280/282/284/286/288/290/292/294/296/298/300/302/304/306/308/310/312/314/316/318/320/322/324/326/328/330/332/334/336/338/340/342/344/346/348/350/352/354/356/358/360/362/364/366/368/370/372/374/376/378/380/382/384/386/388/390/392/394/396/398/400/402/404/406/408/410/412/414/416/418/420/422/424/426/428/430/432/434/436/438/440/442/444/446/448/450/452/454/456/458/460/462/464/466/468/470/472/474/476/478/480/482/484/486/488/490/492/494/496/498/500/502/504/506/508/510/512/514/516/518/520/522/524/526/528/530/532/534/536/538/540/542/544/546/548/550/552/554/556/558/560/562/564/566/568/570/572/574/576/578/580/582/584/586/588/590/592/594/596/598/600/602/604/606/608/610/612/614/616/618/620/622/624/626/628/630/632/634/636/638/640/642/644/646/648/650/652/654/656/658/660/662/664/666/668/670/672/674/676/678/680/682/684/686/688/690/692/694/696/698/700/702/704/706/708/710/712/714/716/718/720/722/724/726/728/730/732/734/736/738/740/742/744/746/748/750/752/754/756/758/760/762/764/766/768/770/772/774/776/778/780/782/784/786/788/790/792/794/796/798/800/802/804/806/808/810/812/814/816/818/820/822/824/826/828/830/832/834/836/838/840/842/844/846/848/850/852/854/856/858/860/862/864/866/868/870/872/874/876/878/880/882/884/886/888/890/892/894/896/898/900/902/904/906/908/910/912/914/916/918/920/922/924/926/928/930/932/934/936/938/940/942/944/946/948/950/952/954/956/958/960/962/964/966/968/970/972/974/976/978/980/982/984/986/988/990/992/994/996/998/1000</p>		<p>Scale: 1:250 @ A1          Drawn: MGA          Checked: AHJ          Approved: [Signature]</p>	<p>Project: 94-104 EPSOM ROAD          ZETLAND</p>	<p>Services AND UTILITIES</p>
<p>Client: <b>KARIMBLA CONSTRUCTION SERVICES (NSW) PTY LIMITED</b>          Level 11, 128 West Street, Sydney NSW 2022          Tel: (02) 9237 2444 Fax: (02) 9237 2777          Email: info@karimbla.com.au</p>		<p>THIS DRAWING CANNOT BE COPIED OR REPRODUCED IN ANY FORM OR USED FOR ANY OTHER PURPOSE OTHER THAN THAT ORIGINALLY INTENDED WITHOUT THE WRITTEN PERMISSION OF AT&amp;I</p>		
<p>Scale: 1:250 @ A1 1:500 @ A3</p>		<p>PRELIMINARY ONLY</p>		



CATCHMENT 2  
AREA = 0.5213 ha

CATCHMENT 1  
AREA = 0.2261 ha

OLD TANK  
COPY AS SHOWN FROM CATCHMENT 2

OLD TANK  
COPY AS SHOWN FROM CATCHMENT 1

at&I  
PRELIMINARY ONLY

94-104 EPSOM ROAD  
ZETLAND

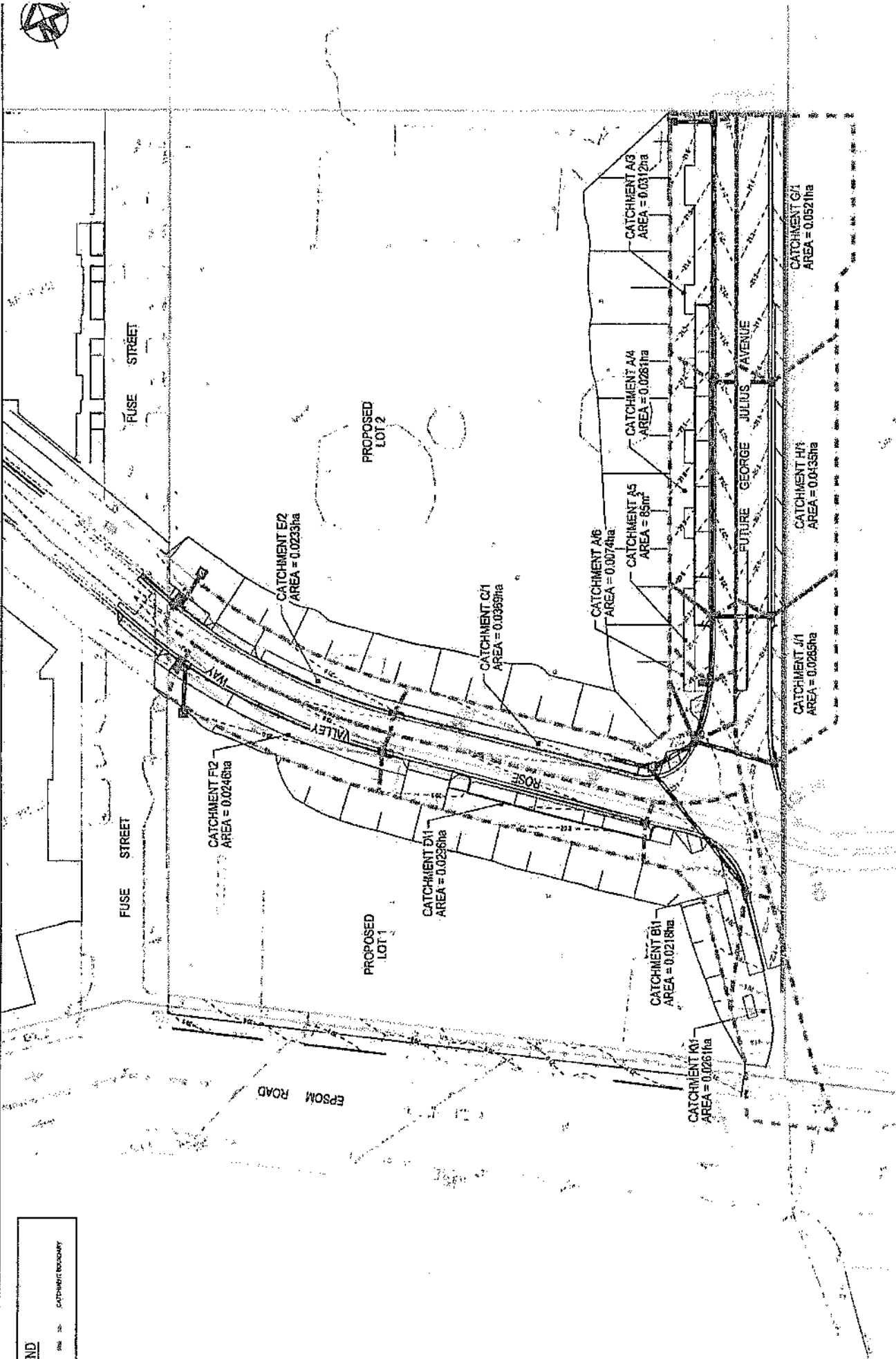
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Drawn	Design
Checked	Checked
Approved	Approved

**KARIMBELA**  
CONSTRUCTION SERVICES (Pty) Limited  
Level 11, 503 West Street, Rydges Tower 2008  
Tel: 021 533 2463 Fax: 021 533 2177  
Email: info@karimbela.com

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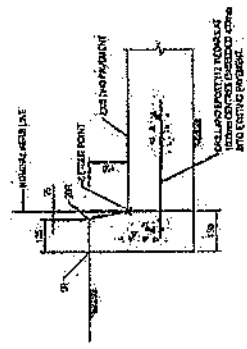
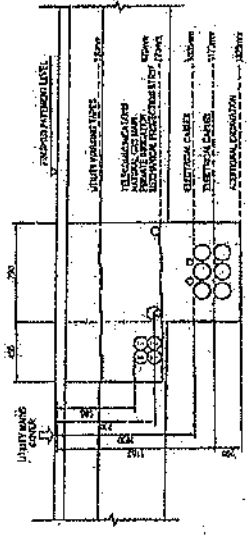
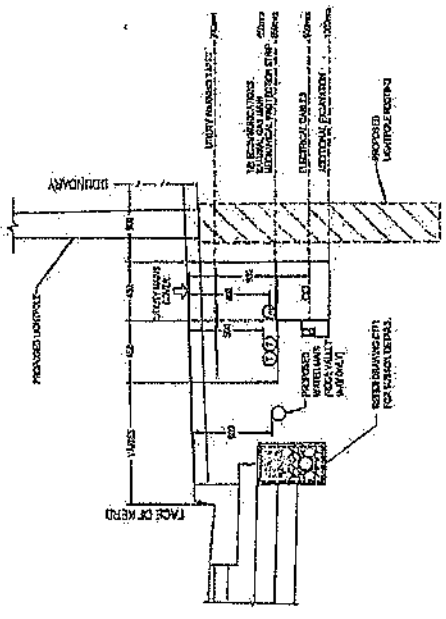
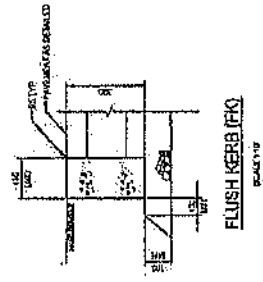
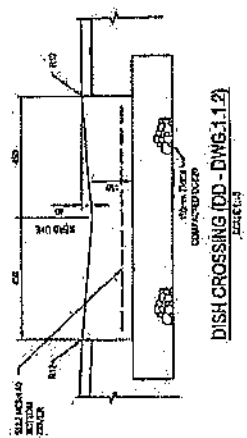
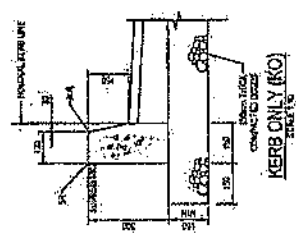
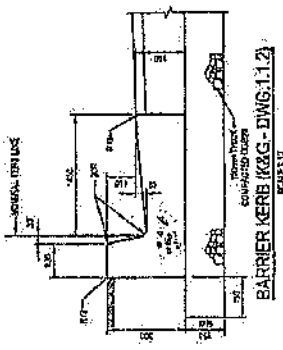
Scale	1:250 @ A1	1:500 @ A3
-------	------------	------------

Client	Project



**LEGEND**  
 --- CATCHMENT BOUNDARY

<p>Client</p> <p><b>KARIMBLA</b> CONSTRUCTION SERVICES (NSW) PTY LIMITED 11/111 BUNNAGE ROAD, BUNNAGE NSW 2150 TEL: (02) 937 2488 FAX: (02) 937 2777 EMAIL: k@karimbla.com.au</p>		<p>Series</p> <p>1: 250 @ A1</p>		<p>Drawn</p> <p>Checked</p> <p>Discussed</p> <p>Approved</p>		<p>Project</p> <p>94-104 EPSOM ROAD ZETLAND</p>		<p>at&amp;I Civil Engineers and Project Managers Level 2, 100 Water Amenity Centre 7th Floor 100 Water Amenity Centre Sydney NSW 2000 www.atandi.com.au</p>	
<p>Scale</p> <p>1: 250 @ A1</p>		<p>Grid</p> <p>MGA</p>		<p>Scale</p> <p>1: 250 @ A1</p>		<p>External</p> <p>EXTERNAL STORMWATER DRAINAGE</p>		<p>PRELIMINARY ONLY</p>	



TYPICAL ROAD CROSSING SERVICES TRENCH DETAIL

TYPICAL SERVICES TRENCH DETAIL

INTEGRAL KERB ONLY (K&G)

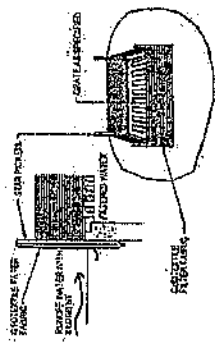
		94-104 EPSOM ROAD ZETLAND	
Scale: 1:250 @ A3		Project:	
Client: KARIMBLA CONSTRUCTION SERVICES (Pty) Limited Level 11, 120 Kool Street, Bryanston 4051 Tel: 021 557 1245 Fax: 021 557 1277 Email: info@karimbla.co.za	Design: MGA	Drawn: AHD	Date:
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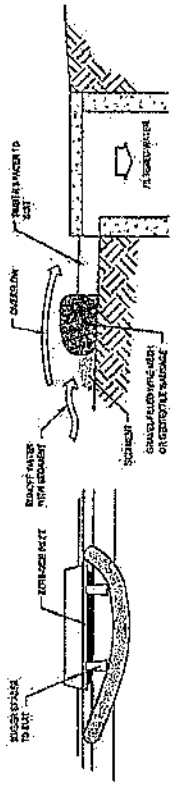




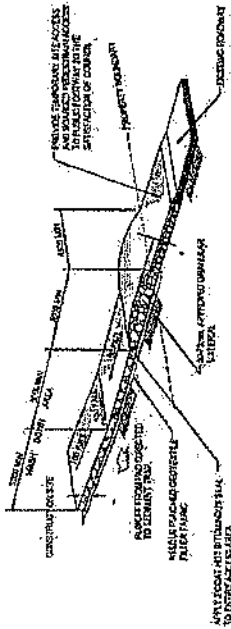




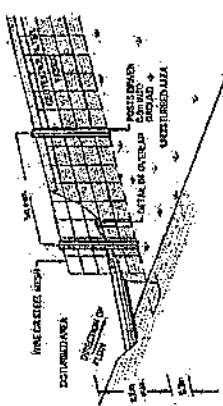
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N/S



**MESH AND GRAVEL INLET FILTER**  
N/S

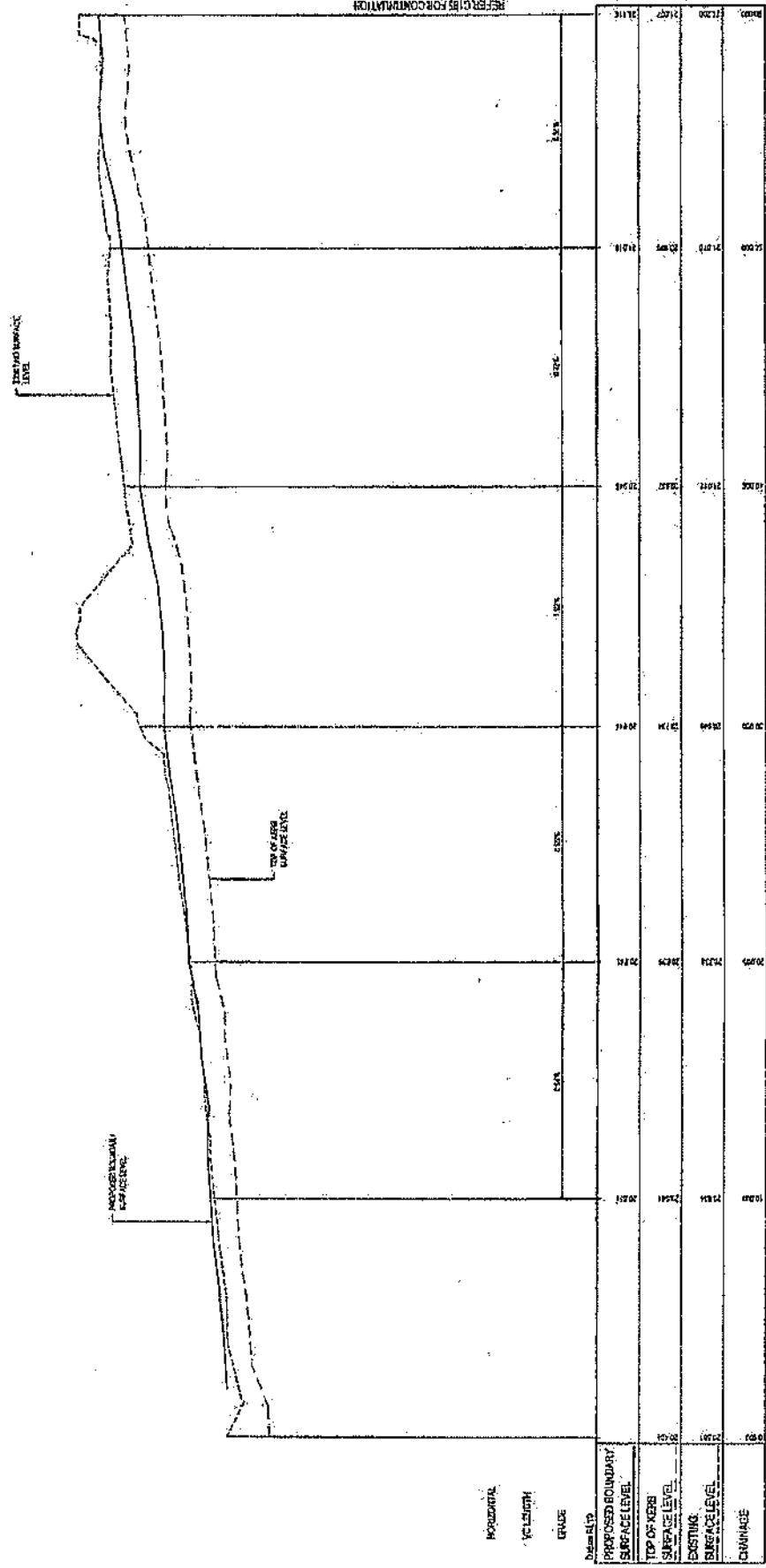


**STABILISED SITE ACCESS AND TRUCK WASH DOWN AREA**  
N/S



**SEDIMENT FENCE**  
N/S

<p>Client: <b>KARIMBLA CONSTRUCTION SERVICES (RS) PTY LIMITED</b> Level 11, 140 Macquarie Street, Sydney NSW 2000 Tel: (02) 8572 2824 Fax: (02) 8572 2777 Email: karimbla@karimbla.com.au</p>		<p>Project: <b>9A-104 EPSOM ROAD ZETLAND</b></p>		<p>Scale: <b>AS SHOWN</b></p>		<p>Drawn: <b>CSA</b></p>		<p>Checked: <b>MGA</b></p>		<p>Approved: <b>AND</b></p>		<p>at&amp;I Civil Engineers and Project Managers Level 7, 100 White Street, Sydney NSW 2000 Tel: (02) 9233 1177 Fax: (02) 9233 1172 www.atand.com.au</p>	
<p>THIS DRAWING CANNOT BE COPIED OR REPRODUCED IN ANY FORM OR USED FOR ANY OTHER PURPOSE OTHER THAN THAT ORIGINALLY INTENDED WITHOUT THE WRITTEN PERMISSION OF AT&amp;I.</p>		<p>Revision:</p>		<p>AS SHOWN</p>		<p>CSA</p>		<p>MGA</p>		<p>AND</p>		<p>PRELIMINARY ONLY</p>	
<p>DATE: 11/01/2024</p>		<p>PROJECT: 9A-104 EPSOM ROAD ZETLAND</p>		<p>SCALE: AS SHOWN</p>		<p>DRAWN: CSA</p>		<p>CHECKED: MGA</p>		<p>APPROVED: AND</p>		<p>at&amp;I</p>	
<p>DESCRIPTION: STABILISED SITE ACCESS AND TRUCK WASH DOWN AREA</p>		<p>DATE: 11/01/2024</p>		<p>PROJECT: 9A-104 EPSOM ROAD ZETLAND</p>		<p>SCALE: AS SHOWN</p>		<p>DRAWN: CSA</p>		<p>CHECKED: MGA</p>		<p>APPROVED: AND</p>	
<p>DATE: 11/01/2024</p>		<p>PROJECT: 9A-104 EPSOM ROAD ZETLAND</p>		<p>SCALE: AS SHOWN</p>		<p>DRAWN: CSA</p>		<p>CHECKED: MGA</p>		<p>APPROVED: AND</p>		<p>at&amp;I</p>	



REFER TO SHEETS FOR CONTINUATION

PD01 LONGITUDINAL SECTION  
 SCALE: 1:100 @ A1

PROPOSED BOUNDARY SURFACE LEVEL	TOP OF KERB SURFACE LEVEL	EXISTING SURFACE LEVEL	CANALISE
15.20	15.20	15.20	15.20
15.25	15.25	15.25	15.25
15.30	15.30	15.30	15.30
15.35	15.35	15.35	15.35
15.40	15.40	15.40	15.40
15.45	15.45	15.45	15.45
15.50	15.50	15.50	15.50
15.55	15.55	15.55	15.55
15.60	15.60	15.60	15.60
15.65	15.65	15.65	15.65
15.70	15.70	15.70	15.70
15.75	15.75	15.75	15.75
15.80	15.80	15.80	15.80
15.85	15.85	15.85	15.85
15.90	15.90	15.90	15.90
15.95	15.95	15.95	15.95
16.00	16.00	16.00	16.00
16.05	16.05	16.05	16.05
16.10	16.10	16.10	16.10
16.15	16.15	16.15	16.15
16.20	16.20	16.20	16.20
16.25	16.25	16.25	16.25
16.30	16.30	16.30	16.30
16.35	16.35	16.35	16.35
16.40	16.40	16.40	16.40
16.45	16.45	16.45	16.45
16.50	16.50	16.50	16.50
16.55	16.55	16.55	16.55
16.60	16.60	16.60	16.60
16.65	16.65	16.65	16.65
16.70	16.70	16.70	16.70
16.75	16.75	16.75	16.75
16.80	16.80	16.80	16.80
16.85	16.85	16.85	16.85
16.90	16.90	16.90	16.90
16.95	16.95	16.95	16.95
17.00	17.00	17.00	17.00
17.05	17.05	17.05	17.05
17.10	17.10	17.10	17.10
17.15	17.15	17.15	17.15
17.20	17.20	17.20	17.20
17.25	17.25	17.25	17.25
17.30	17.30	17.30	17.30
17.35	17.35	17.35	17.35
17.40	17.40	17.40	17.40
17.45	17.45	17.45	17.45
17.50	17.50	17.50	17.50
17.55	17.55	17.55	17.55
17.60	17.60	17.60	17.60
17.65	17.65	17.65	17.65
17.70	17.70	17.70	17.70
17.75	17.75	17.75	17.75
17.80	17.80	17.80	17.80
17.85	17.85	17.85	17.85
17.90	17.90	17.90	17.90
17.95	17.95	17.95	17.95
18.00	18.00	18.00	18.00

**KARIMBLA**  
 CONSTRUCTION SERVICES (NSW)  
 PTY LIMITED  
 Level 11, 225 North Street, Sydney NSW 2000  
 Tel: (02) 9237 2000 Fax: (02) 9237 2177  
 Email: info@karimbla.com.au

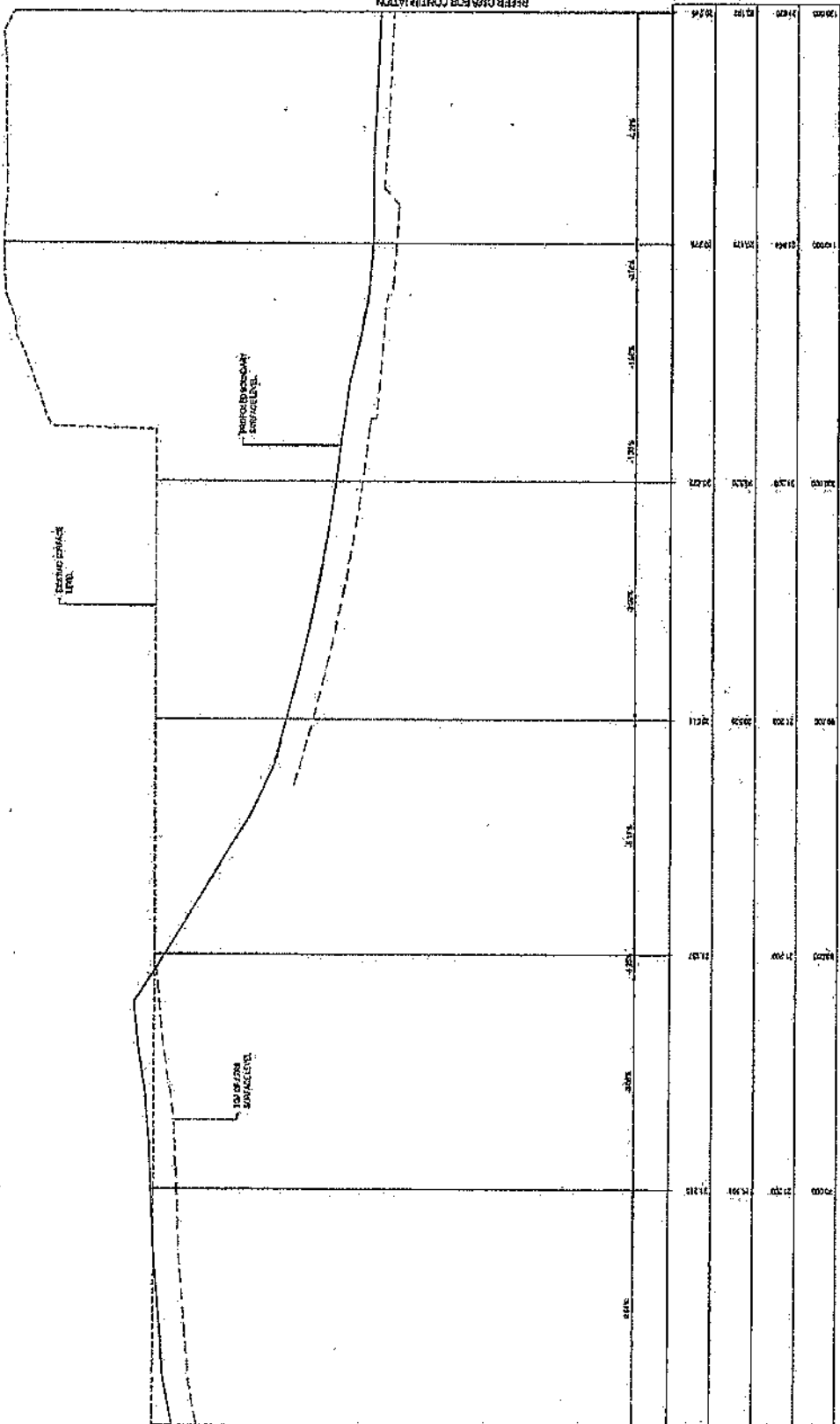
**at&I**  
 Civil Engineering and Project Management  
 Level 11, 225 North Street, Sydney NSW 2000  
 Tel: (02) 9237 2000 Fax: (02) 9237 2177  
 Email: info@atandI.com.au

Project: 84-104 EPSOM ROAD ZETLAND  
 Title: PUBLIC DOMAIN PD01 BOUNDARY  
 Scale: 1:100 @ A1  
 Date: 11/08/2011  
 Author: MGA  
 Checker: AHD  
 Approver: [Signature]

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Scale: 1:100 @ A1  
 0 10 20 30 40 50 60 70 80 90 100m

Scale: 1:100 @ A1  
 0 10 20 30 40 50 60 70 80 90 100m



REFER TO SHEET FOR CONTINUATION

REFER TO SHEET FOR CONTINUATION

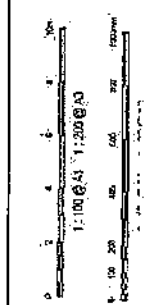
HORIZONTAL

VERTICAL

GRADE

DETAILS	STATION	PROPOSED GRADE	EXISTING GRADE	CHANGING
PROPOSED ROADWAY SURFACE LEVEL	1+00	2.00	2.00	0.00
TOP OF PAVEMENT SURFACE LEVEL	1+00	2.00	2.00	0.00
EXISTING SURFACE LEVEL	1+00	2.00	2.00	0.00
CHANGING	1+00	2.00	2.00	0.00

P001 LONGITUDINAL SECTION



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CONSTRUCTION SERVICES (NSW)  
PTY LIMITED  
Level 11, 228 Macquarie Street, Sydney NSW 2000  
Tel: (61) 2 924 243 Fax: (61) 2 924 272  
Email: karimbla@karimbla.com.au

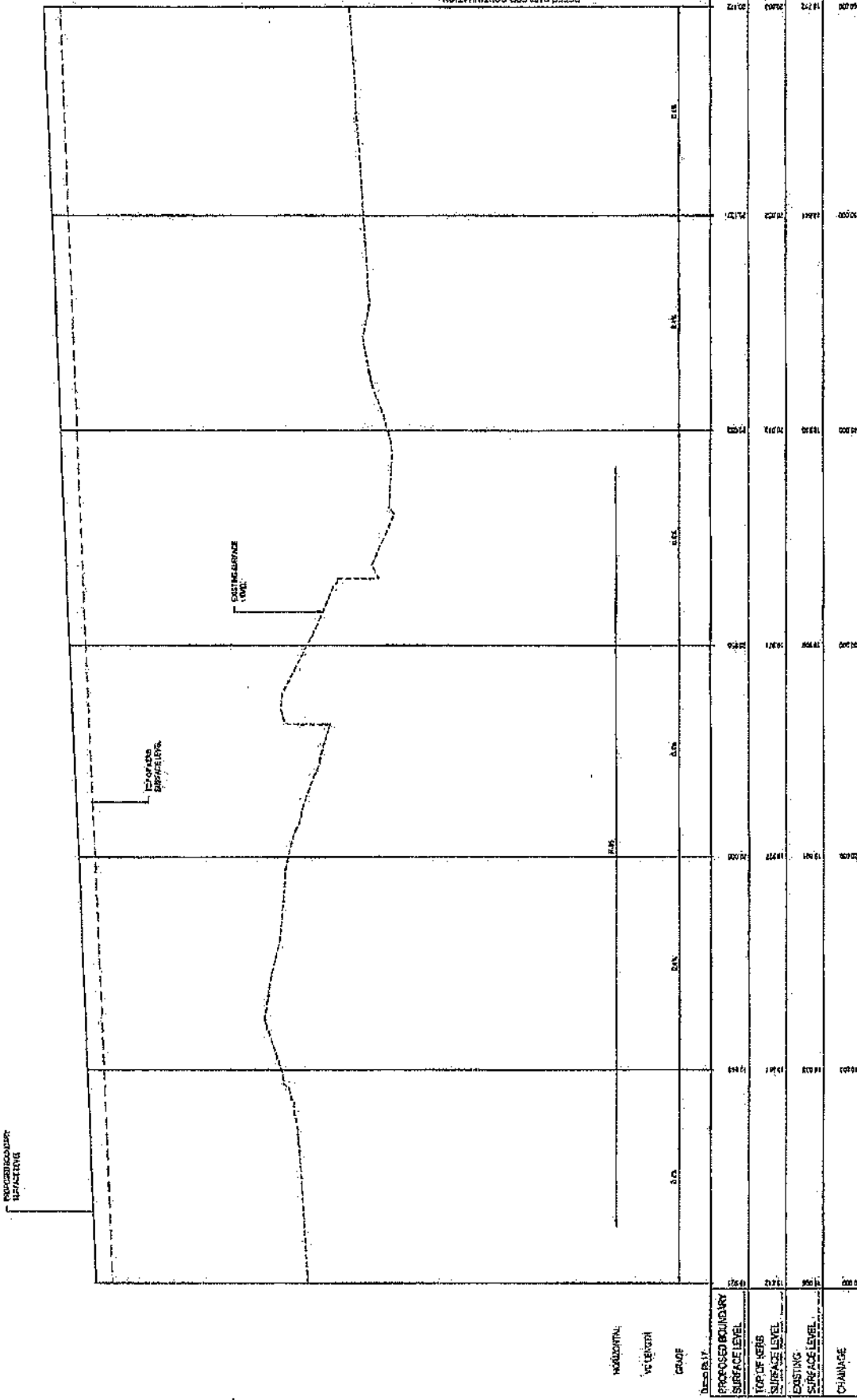
Scale	3:10 @ 1/4\"/>
Grid	MGA
Headed	AND
Station	AND

Project: 94-104 EPSOM ROAD ZETLAND  
Title: PUBLIC DOMAIN P001 BOUNDARY

Civil Engineers and Project Managers  
**at&i**  
Level 11, 228 Macquarie Street, Sydney NSW 2000  
Tel: (61) 2 924 243 Fax: (61) 2 924 272  
Email: karimbla@karimbla.com.au  
PRELIMINARY ONLY



REFER TO SHEET FOR CONTINUATION



**PD02 LONGITUDINAL SECTION**  
 1:100  
 1:1000

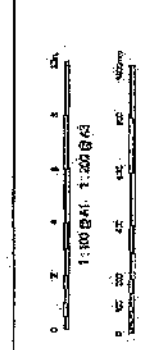
at&I  
 CIVIL ENGINEERS AND TRAFFIC PLANNERS  
 Level 1, 133 Midland  
 Avenue, West Perth  
 WA 6150  
 Tel: 08 9447 1772  
 Fax: 08 9447 1773  
 www.atandi.com.au

Project: **94-104 EPSON ROAD  
 ZETLAND**  
 Title: **PUBLIC DOMAIN  
 ROAD PROJECT**

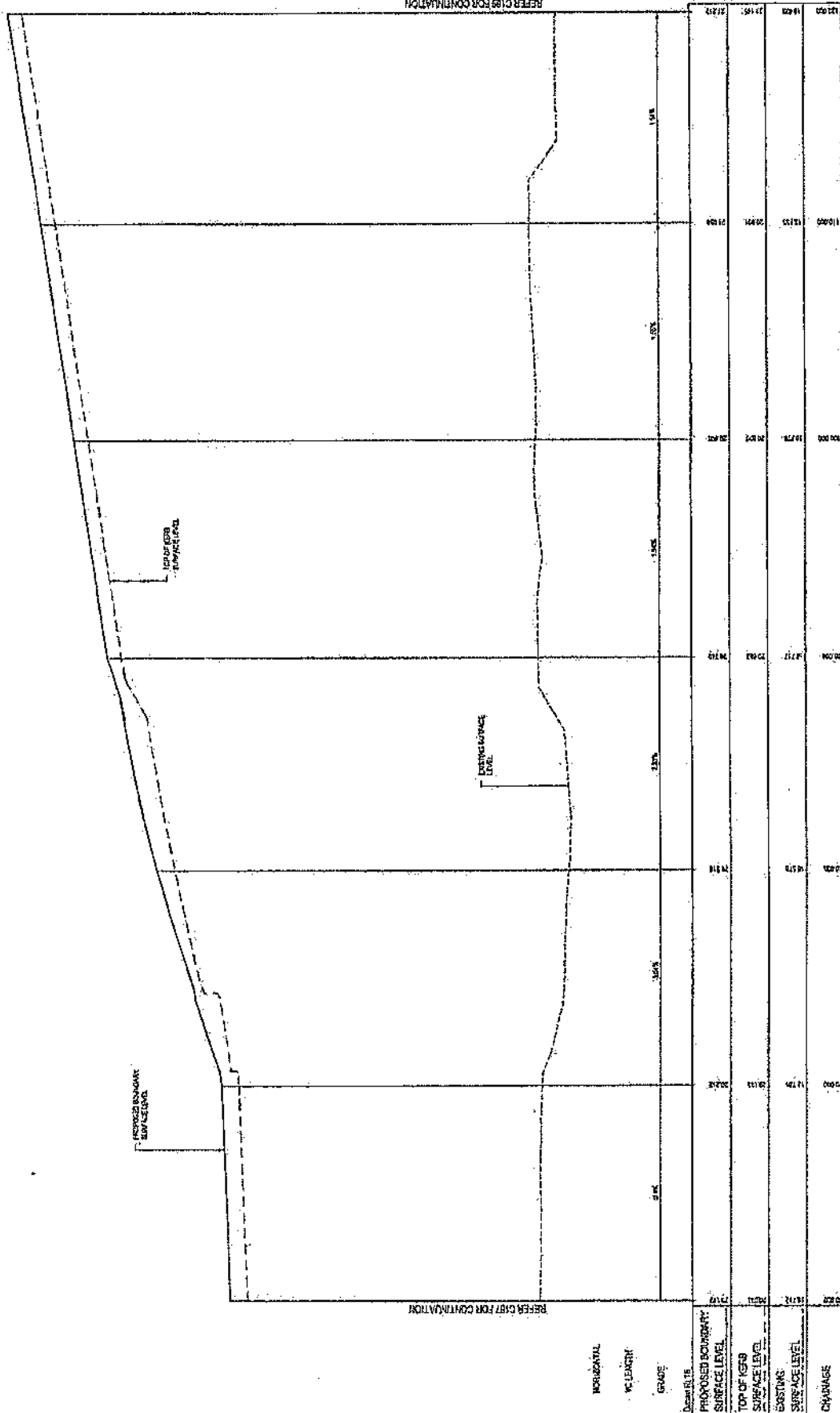
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Drawn:	Checked:	Approved:	QC:
Client:	MCA	AHD	
Project:			

**KARIMBLA**  
 CONSTRUCTION SERVICES (NSW)  
 Pty Limited  
 Level 11, 228 King Street, Sydney NSW 1500  
 Tel: (02) 9711 2486 Fax: (02) 9791 2771  
 Email: karimbla@karimbla.com.au

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Bar Date:	



PD02 LONGITUDINAL SECTION  
 94-104 ERSOM ROAD  
 ZETLAND

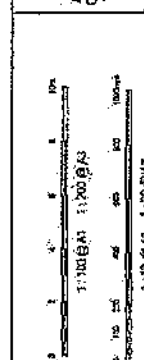
at&I  
 Civil Engineering and Project Management  
 10000 14th Street, Suite 100  
 Richmond, BC V6V 2G9  
 Tel: 604-273-8888 Fax: 604-273-1032  
 www.atandi.com

94-104 ERSOM ROAD  
 ZETLAND  
 PUBLIC DOMAIN  
 PD02 BOUNDARY

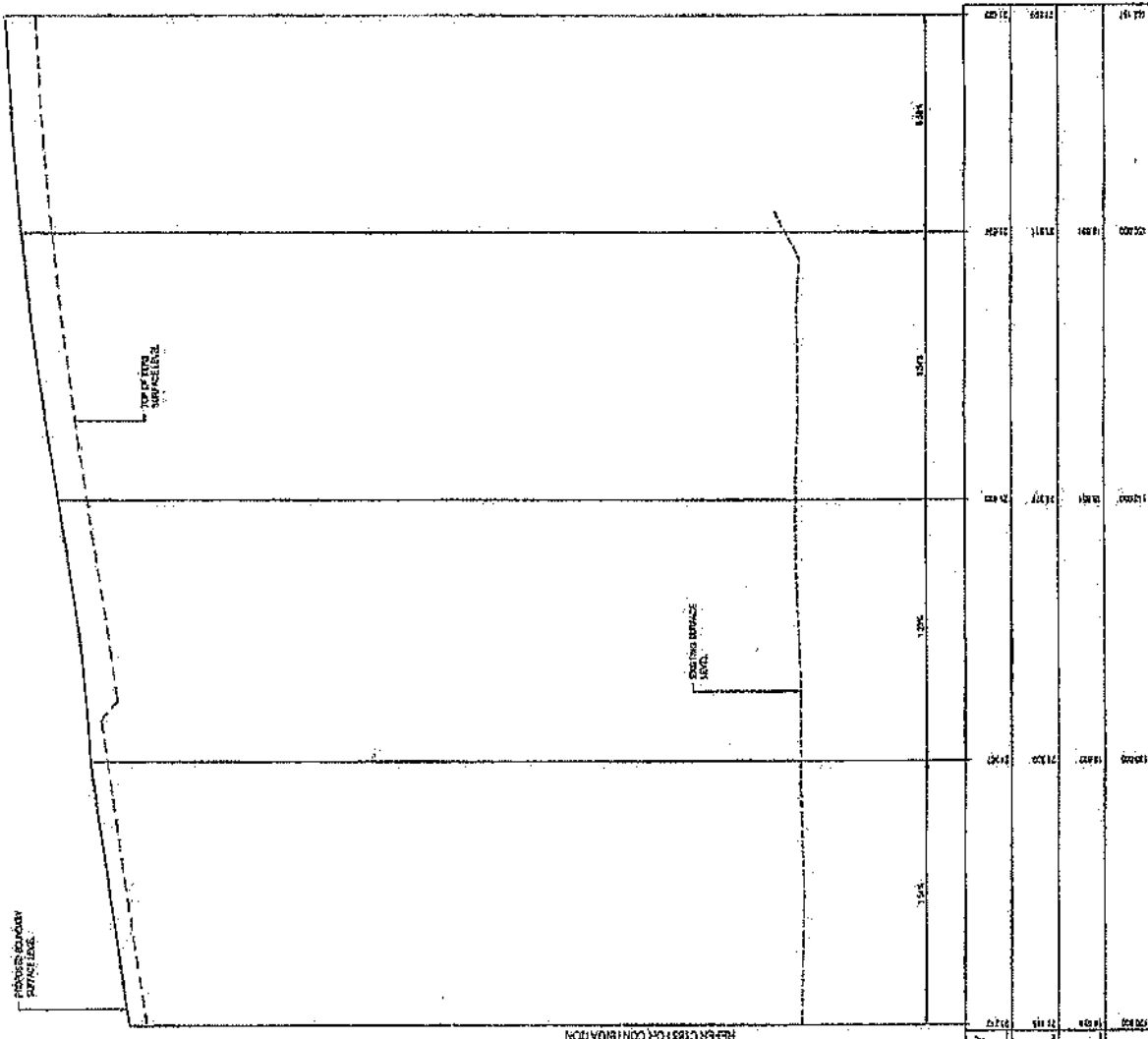
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Drawn:	MGA	MGA	MGA	MGA
Checked:	AMD	AMD	AMD	AMD
Approved:				

**KARIMBLA**  
 CONSTRUCTION SERVICES (NSW)  
 PTY LIMITED  
 Level 11, 122 Macquarie Street, Sydney NSW 2000  
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DATE	DESCRIPTION

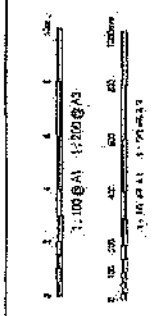


REFER TO SHEET FOR CONTINUATION

VERTICAL  
CURVE

Station	1+00	1+25	1+50	1+75	2+00
PROPOSED BOUNDARY SURFACE LEVEL	21.72	21.42	21.12	20.82	20.52
TOP OF PROPOSED SURFACE LEVEL	21.72	21.42	21.12	20.82	20.52
EXISTING SURFACE LEVEL	20.82	20.52	20.22	19.92	19.62
CHANGING					

**PD02 LONGITUDINAL SECTION**



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CONSTRUCTION SERVICES (PVT) LIMITED  
Level 21, 221 North Street, Sydney NSW 2000  
Tel: (02) 9237 7421 Fax: (02) 9237 2174  
Email: info@karimbla.com.au

Scale	1:100 @ A1	1:200 @ A3
Drawn	MGA	AHD
Checked		
Approved		

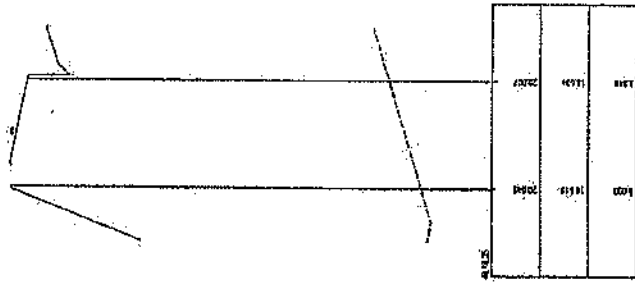
Project: **94-104 EPSOM ROAD ZETLAND**  
Title: **PUBLIC DOMAIN PD02 BOUNDARY**

at&i  
Civil Engineers and Project Managers  
Level 2, 155 Underwood Street, Sydney NSW 2000  
Tel: (02) 9237 7421 Fax: (02) 9237 2174  
Email: info@atand.com.au  
**PRELIMINARY ONLY**

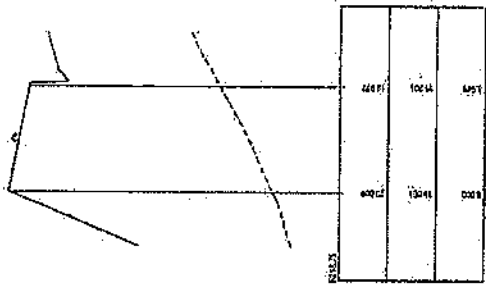




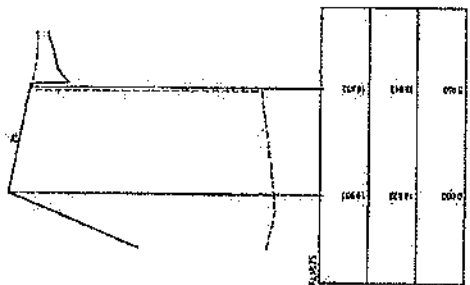




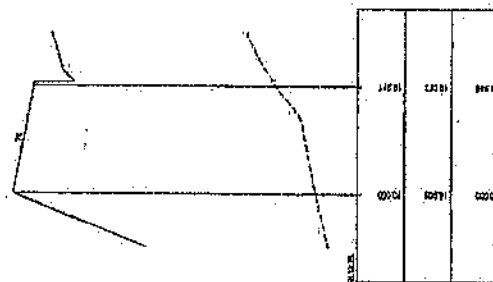
CH 30.2B



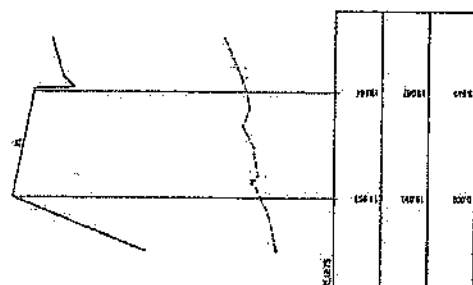
CH 20



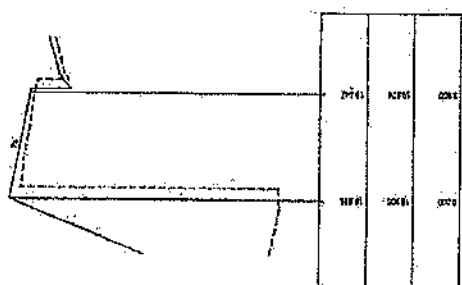
CH 2.671



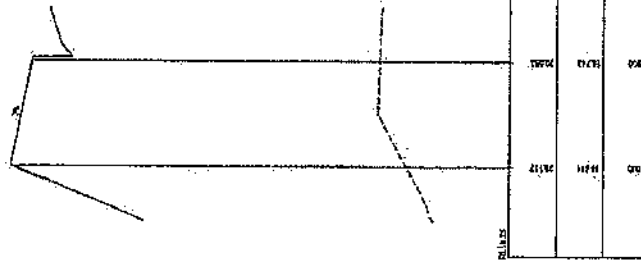
CH 30



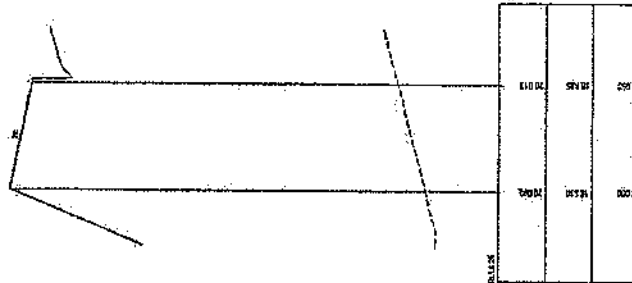
CH 10



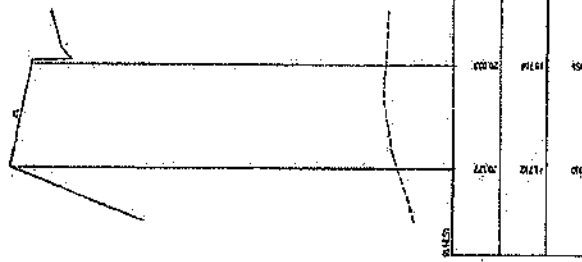
CH 0



CH 50



CH 40



CH 60

Civil Engineers and Project Managers  
 Level 7, 110 West  
 110 West Street  
 Adelaide SA 5000  
 Tel: 08 8237 1773  
 Fax: 08 8237 1774  
 Email: info@atandl.com.au

**at&l**  
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Scale: 1:10 @ A1  
 1:100 @ A1

Client: KARIMBLA CONSTRUCTION SERVICES (NSW) PTY LIMITED  
 Level 11, 120 West Street, Adelaide SA 5000  
 Tel: 08 8237 1773  
 Email: info@kcs.com.au

Project: 94-104 EPSOM ROAD  
 ZETLAND

Drawn: [ ]  
 Checked: [ ]  
 Approved: [ ]

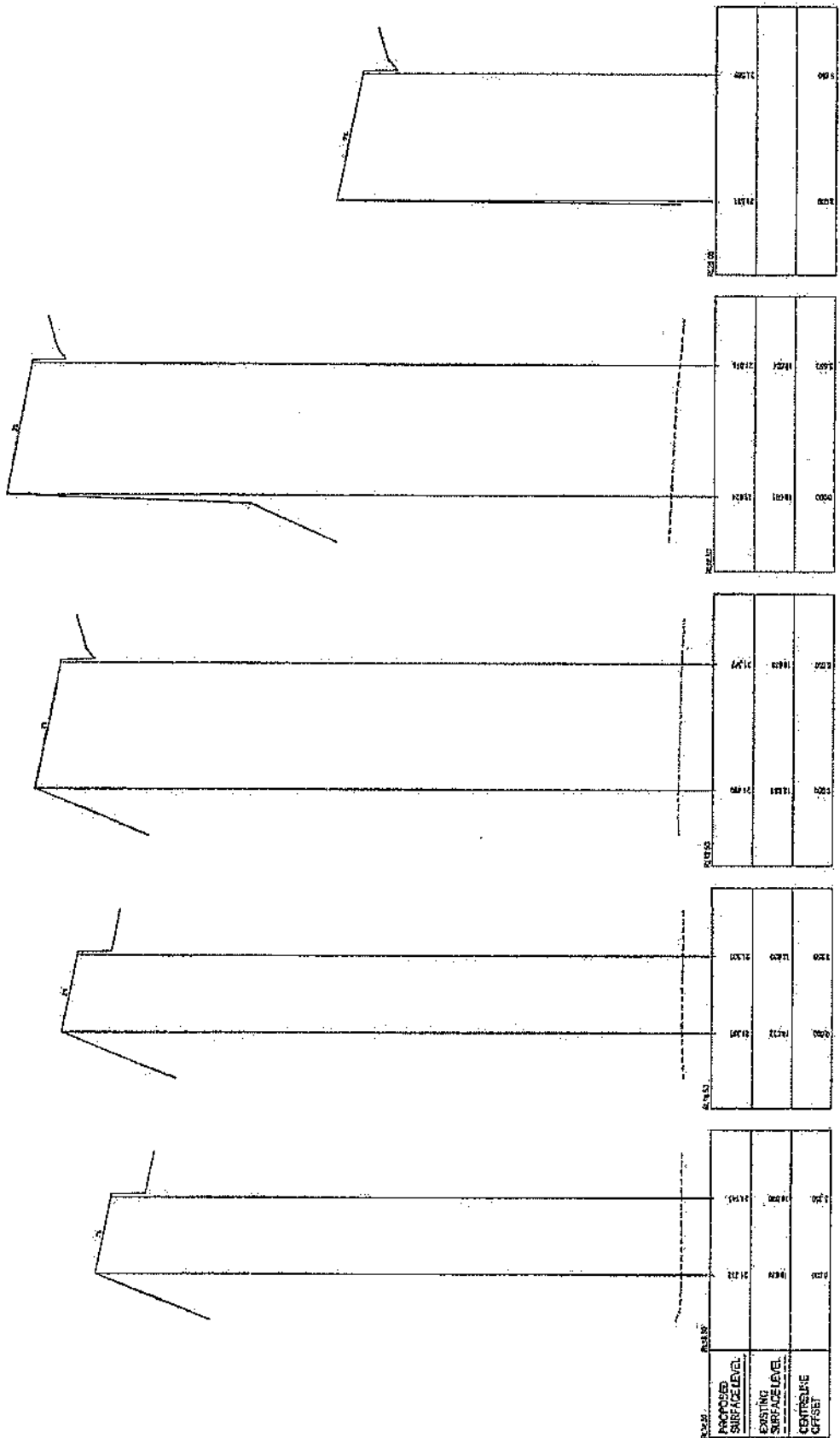
Public Domain  
 PD01 BOUNDARY

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Graphic Scale:  
 1:10 @ A1 1:20 @ A3  
 1:10 @ A1 1:20 @ A3  
 1:10 @ A1 1:20 @ A3





CH 150

CH 150

CH 140

CH 130

CH 120

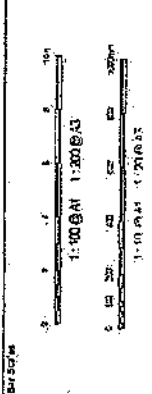
Lead Engineer and Project Managers  
**at&l**  
 94-104 EPSOM ROAD  
 ZETLAND  
 PUBLIC DOMAIN  
 P002 BOUNDARY

Project  
 94-104 EPSOM ROAD  
 ZETLAND  
 PUBLIC DOMAIN  
 P002 BOUNDARY

Scale: 1:100 @ A1  
 1:100 @ A1  
 1:100 @ A1  
 1:100 @ A1

**KARIMBLA**  
 CONSTRUCTION SERVICES (NSW)  
 PTY LIMITED  
 Level 11, 308-310 Street, Sydney, NSW 2000  
 Tel: (02) 9272 1111 Fax: (02) 9272 1111  
 Email: info@karimbla.com.au Website: www.karimbla.com.au

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**DEVELOPER'S WORKS**

Stage	Description
Stage 1	Drainage - Green Square Trunk Drainage Works
Stage 2	Base Roadworks (Rose Valley Way) - Road drainage, kerb and gutter and basecourse
Stage 3	Base Roadworks (George Julius Avenue) - Road drainage, kerb and gutter and basecourse
Stage 4	Final Roadworks - completion of public domain and final coat of road for both roads

**GUARANTEES**

Guarantee	Description / Representation	Guarantee Value	Guarantee Return
Guarantee 1	60% of the value of the Stage 1 works	\$1,611,341	Completion of the Stage 1 Works
Guarantee 2	30% of the value of the Stage 1 works; and 65% of the value of Stage 2 works	\$2,292,769	Completion of the Stage 2 Works
Guarantee 3	65% of the value of Stage 3 works	\$47,934	Completion of the Stage 3 Works
Guarantee 4	90% of the value of Stage 4 works 25% of the value of the Stage 2 and Stage 3 works	\$1,043,793	Completion of the Stage 4 Works
Guarantee 5	10% of value of all Developer's Works	\$555,093	Expiry of the Defects Liability Period
<b>TOTAL</b>		<b>\$5,550,930</b>	