

Our Reference:
Your Reference:
Contact:
Telephone

IMI255Vol.2 - SYDII/00255/02
MPII_0004
Stella Qu (DC)
8849 2520



Transport
Roads & Traffic
Authority



Manager-Industry
Mining & Industry Projects
NSW Department of Planning & Infrastructure
GPO Box 39
Sydney NSW 2001

Attention: Andrew Hartcher

**MAJOR PROJECT APPLICATION (MP II_0004) - CALTEX JET FUEL
PIPELINE UPGRADE PROJECT**

Dear Sir,

I refer to your correspondence received on 27 April 2011 (Ref: MPII_0004) with regard to the proposed Caltex Jet fuel pipeline upgrade project, which was referred to the Roads and Traffic Authority (RTA) for comment under Part 3A of the *Environmental Planning and Assessment Act 1979*.

The RTA has reviewed the submitted application and advises that the RTA, Council and Caltex were co-signatories to a Deed of Agreement (effectively a pipeline licence) dated 29th January 2003 (Copy attached). This Deed permits Caltex to lay, construct and operate a steel pipeline for the carriage of liquid jet fuel in, under and across parts of the Sydney road network including passing under General Holmes Drive.

Therefore, the RTA raises no objections to the proposed development provided any upgrade works are undertaken in accordance with the abovementioned Deed.

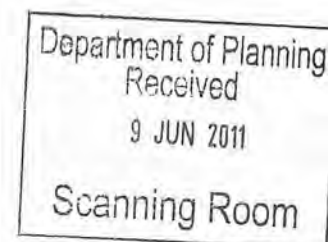
Further enquiries on this matter can be directed to the nominated Land Use & Transport Planner, Stella Qu on phone 8849 2520 or facsimile (02) 8849 2918.

Yours sincerely

A handwritten signature in blue ink, appearing to read "J Hall".

James Hall
Senior Land Use Planner
Transport Planning, Sydney Region

6 June 2011



DATED 29th JANUARY 2003

BETWEEN:

THE COUNCIL OF BOTANY

AND:

THE ROADS AND TRAFFIC
AUTHORITY

AND:

CALTEX AUSTRALIA PETROLEUM
PTY LIMITED

DEED OF AGREEMENT

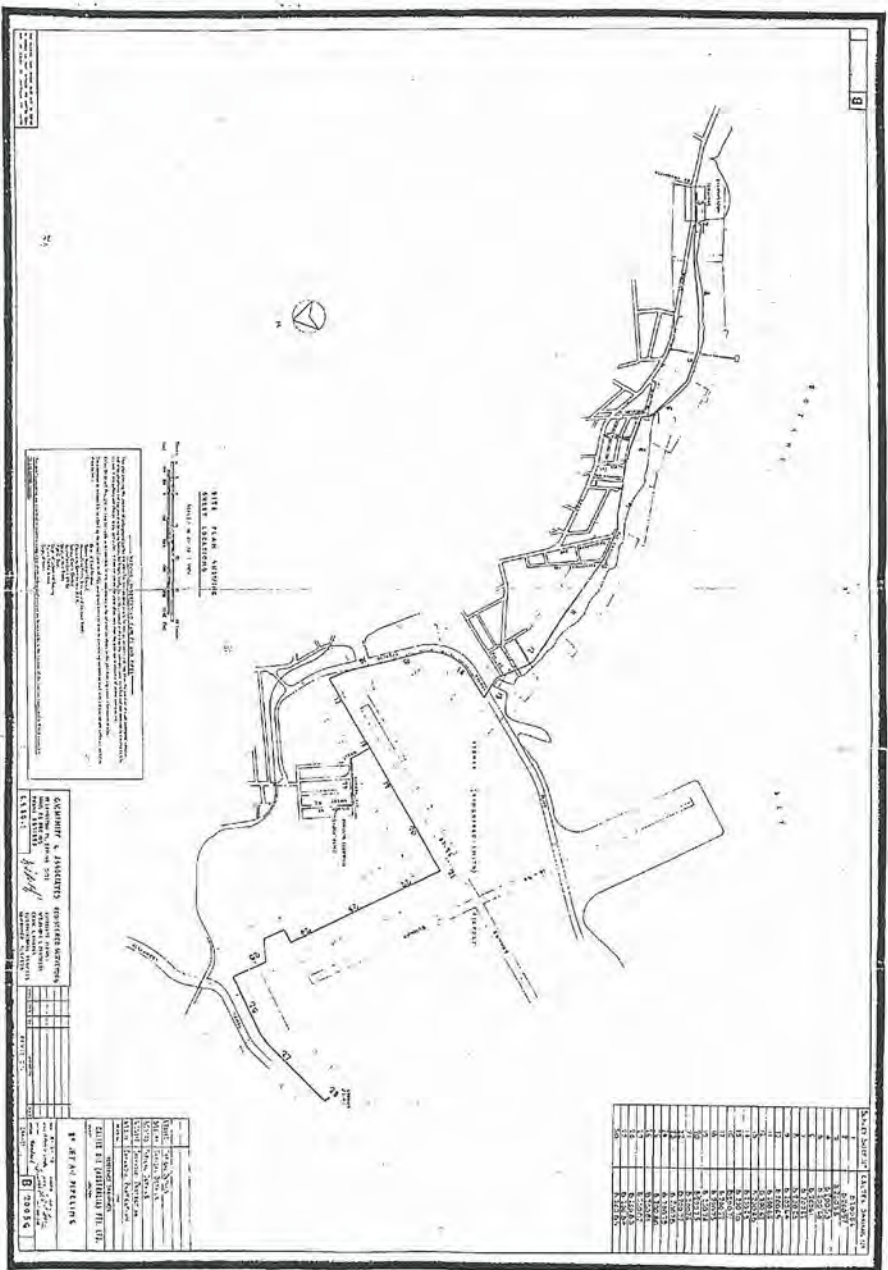
Messrs Houston Dearn O'Connor
Solicitors
Suites 3 & 4, 1st Floor
Murray Arcade
127 Burwood Road
BURWOOD 2134
DX 8565 BURWOOD
TEL: 9744 9247
FAX: 9744 6739

B2625.11

x [Signature]
x [Signature]

x [Signature] x SH

X SA
 X K
 X P
 X Q



DATED

27th May
~~20th June~~

1974.

B E T W E E N

CALTEX OIL (AUSTRALIA) PTY. LIMITED

of the first part

A N D

THE COUNCIL OF THE MUNICIPALITY OF
BOTANY

of the second part

A N D

THE COMMISSIONER FOR MAIN ROADS

of the third part

D E E D "A"

MESSRS. PIKE PIKE & FENWICK,



Solicitors,

64 Castlereagh Street,

SYDNEY, 2000.

Telephone: 233-4355

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x 

I, ANDREW FREDERICK SCHMIDT The
Commissioner for Main Roads have
hereunto affixed the official
seal of The Commissioner for Main
Roads in the presence of:

A. F. Schmidt

W. J. P.
Secretary.

14. THE COMPANY agrees that the crossings of the various Main, Secondary and County Roads will be made by under-road boring techniques unless otherwise approved by the Commissioner and the Council.

15. ANY notice required to be given to or served upon any of the parties hereto shall be in writing and either delivered to or sent by prepaid post to the party concerned at the address hereinafter mentioned and if sent by post shall be deemed to have been delivered on the day following the posting thereof. In the case of the Council the address shall be its Council Chambers or place of business for the time being. In the case of the Commissioner for Main Roads the address shall be at his office 309 Castlereagh Street, Sydney and in the case of the Company the address shall be its registered office.

16. THIS agreement shall run concurrently with two agreements of even date made between the Company of the one part and the Council of the other part in respect of the laying construction and maintenance of the pipeline hereinbefore referred to.

17. THE COMPANY shall pay the Council's legal costs_{of} and incidental to the preparation of this Deed.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals on the day and year first hereinbefore written.

THE COMMON SEAL of CALTEX OIL
(AUSTRALIA) PTY. LIMITED
hereunto affixed

Signed and sealed and delivered by
CLARENCE JOHN SUTTON as the
attorney of CALTEX OIL (AUSTRALIA)
PTY. LIMITED and I hereby declare that at
the time of the execution by me of this
instrument I have no notice of the revoca-
tion of the Power of Attorney dated
15 SEP 1969 to me registered in the
Miscellaneous Register in the Registrar-
General's Department No. 10915-2 (Land
Titles Office No. 2033), under the author-
ity of which I have executed the said
instrument in the presence of:

as the attorney of
CALTEX OIL (AUSTRALIA) PTY. LIMIT

THE COMMON SEAL of THE COUNCIL
OF THE MUNICIPALITY OF BOTANY was
hereunto affixed in pursuance of
a Resolution made the 9th day
of October 1974 in the presence
of:

Mayor

Town Clerk

SIGNED SEALED AND DELIVERED

--6--

or by reason of the Council and the Commissioner having entered into this Deed or having approved or directed or assented to anything done or purported to be done by the Company under this Deed AND that in respect of any matter covered by this indemnity the Council and the Commissioner shall be at liberty to pay satisfy defend compromise or settle any claim action or other proceedings which may be made threatened instituted commenced or prosecuted against the Council of the Commissioner and any amount paid by the Council of the Commissioner in accordance with this clause shall be repaid to it or him by the Company PROVIDED ALWAYS that immediately any claim is received by the Council or the Commissioner and before it or her shall take any action in regard thereto the Council of the Commissioner as the case may be receiving such claim shall advise the Company of full details of such claim and not settle or compromise the same without the consent of the Company and if the Company shall so design the Council and the Commissioner will upon being required so to do and at the expense of the Company reject oppose and defend any such claim action or proceeding AND THE COMPANY hereby waives any claim or redress of any kind which it may have by virtue of damage to the pipeline by the Council's servants or agents in the performance of work in or upon the Council's draining pipelines channels and roads AND THE COMPANY further waives any claims or redress of any kind which it may have against the Commissioner or the Department of Main Roads by virtue of damage to the pipeline by persons or vehicles using General Holmes Drive and acknowledges that the Commissioner and the Department of Main Roads are absolved from any responsibility in respect thereof PROVIDED ALWAYS that nothing in the foregoing shall exclude the Company from claiming or seeking redress in respect of damage to the pipeline caused by the negligent acts of the Council's servants the Commissioner or the Department of Main Roads (as the case may be.

- to the Company in writing specifying a reasonable time within which to comply with such requirements;
- (b) obtain from its contractors the names and telephone numbers of two persons who shall be available outside normal hours of business to attend to any direction of Council's Chief Engineer in respect of matters arising from the construction work provision of safety devices or other matters and shall make the names and telephone numbers available to the Council's Engineering Department and to the Mascot Police prior to the commencement of the work;
- (c) comply with the provisions of the Main Roads Act, 1924 (as amended), the Local Government Act, 1919 (as amended) and Ordinances thereunder and all relevant legislation and any conditions or requirements thereby imposed or made.

11. WHENEVER the Council or the Commissioner does any work under this Deed the costs whereof are payable by the Company, a Certificate of the Town Clerk for the Council or the Secretary for the time being of the Department for Main Roads shall be final and conclusive as to the cost of any such work and the Council or the Commissioner will provide the Company with full details of any such costs with such Certificate.

12. IF the Company shall commit any breach of the covenants or conditions contained in this deed and on its part to be observed and performed it shall be lawful for the Council or the Commissioner immediately thereupon to determine the permission hereby granted by notice in writing to the Company.

13. THE COMPANY will at all times indemnify and keep indemnified the Council and the Commissioner against all actions suits proceedings losses costs damages charges claims and demands in any way arising out of or by reason of anything done or omitted to be done by the Company in respect of the construction renewal repair and maintenance of the pipeline or of the existence or use thereof or

THE COMPANY AGREES that the Commissioner or the Council may carry out the work of renewal and reinstatement and make good all damage done to the roads hereinbefore mentioned at the expense of the company.

B. THE COMPANY shall during the construction of the pipeline chart all services encountered in their correct position and on completion of the work shall furnish to the Council a survey work-as-executed plan showing:

- (a) the location of the pipeline stops valves and other relevant items by offsets from permanent marks such as bolts set in the kerb or other approved means;
- (b) the reduced levels of the pipeline and its relationship to the surface at each boundary and on the centreline of the road and at any change in cover; and
- (c) the location of all services adjacent to or crossed by the pipeline.

9. THE COMPANY shall notify the Police Traffic Branch, the Department of Main Roads and the Council in respect of all road openings necessary to permit the replacements or repairs to the pipeline and shall pay the requisite road opening fees and restoration charges provided that in the case of an emergency the Company shall comply with the provisions of this Clause at the earliest possible time thereafter but shall advise the Police Traffic Branch immediately of any works which may interfere with traffic.

10. THE COMPANY shall:

- (a) maintain and at all times keep the work in a proper state of repair to the satisfaction of the Council and the Commissioner and to observe and carry out all reasonable requirements of the Council and of the Commissioner in connection with the location construction renewal or repair of the work which requirements shall be communicated

dollars (\$50.00) for the services rendered by the Council's Engineering staff in supervising the construction of that section of the pipeline which is the subject of the present agreement to ensure that it complies with the terms of the within agreement AND the Company HEREBY ACKNOWLEDGES THAT the said supervision relates to its performance of the terms of the within agreement and the protection of the Council's work and does not extend to the supervision of labour or materials used in the construction of the said pipeline which are the responsibility of the Company its agents and servants AND THAT the said supervision in no way relieves it of any of its obligations under the within agreement.

C 5. THE COMPANY shall alter the levels of the pipeline and modify and shift the same at its own expense should the Council and the Commissioner at any time require the pipeline in their roads or adjacent to their works to be so altered modified or shifted.

C 6. IF by reason of any work which the Council or the Commissioner desires to carry out it shall be necessary in the opinion of the Council or of the Commissioner to relocate any portion of the work or carry out any additional work for the safety and protection of the public the Company shall at its own expense relocate or carry out such additional work as shall be necessary and shall pay to the Council or the Commissioner as the case may be any additional cost or expenditure caused to the Council or the Commissioner by reason of the existence of the pipeline.

7. THE COMPANY shall remove or relocate the pipes and reinstate the surface to the satisfaction of the Commissioner his servants or agents and the Council within six (6) months from the receipt of a notification in writing from the Commissioner or the Council requiring the removal and reinstatement to be effected or within three (3) months from the expiration of the term of the within agreement including any renewed term PROVIDED THAT in the event of failure by the Company to effect the said removal and reinstatement after being so required by the Commissioner or the Council

liquid fuel for jet aircraft from the existing terminal of the Company at Botany Road, Banksmeadow within the Municipality of Botany to the Joint User Hydrant Installation and other installations at Sydney Airport AND for the purpose to pass under General Holmes Drive AND to retain maintain and operate the same for a period of twenty (20) years from the first day of July One thousand nine hundred and seventy four.

2. THE COUNCIL shall make an annual charge in respect of that portion of the pipeline which passes under General Holmes Drive in accordance with the provisions of Section 171 of the Local Government Act, 1919 (as amended) and any other statutory power it thereunto enabling in respect of all pipelines laid in or under a public road the said charge at the date hereof being fixed at fifteen cents (15¢) per lineal foot with a minimum charge of Twenty five dollars (\$25.00).

3. THE COMPANY shall pay to the Council prior to the commencement of the work a deposit of seven thousand five hundred dollars (\$7,500.00) being a sum determined jointly by the Council and the Department of Main Roads which sum shall be held by the Council in trust as security for damage to pavements surfaces pipelines channels drains and any services of the Council resulting from the construction of the pipeline and which sum is the same amount provided for in two deeds of even date made between the parties hereto and not an amount in addition thereto AND the Council shall be at liberty to apply the whole or part of the said deposit to the cost of restoration and reinstatement of any of the said pavements surfaces pipelines channels drains and services damaged during the construction and shall return the unexpended moneys to the Company on completion of the work BUT in the event that the cost of restoration and reinstatement shall exceed the deposit held by the Council the Company HEREBY UNDERTAKES to reimburse the Council for the deficiency.

4. THE COMPANY shall pay to the Council in pursuance of Section 167 of the Local Government Act, 1919 (as amended) a fee of fifty

THE COMMON SEAL of CALTEX ^{AUSTRALIA} _↑)
PETROLEUM PTY LIMITED (ACN)
000 032 128) was hereunto affixed)
by authority of the Board in the)
presence of:)



x S. Megawatt

Director

x _____

Secretary

18. The pipeline and all apparatus or works (as defined under the Pipelines Act, 1967) shall at all times remain the property of the Company notwithstanding that they may be built in or otherwise affixed to the soil.

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their seals the day and year first hereinbefore written.

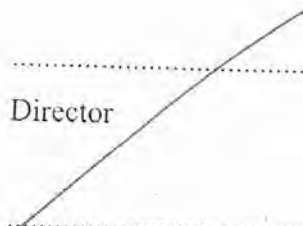
THE COMMON SEAL of THE CITY OF)
BOTANY BAY COUNCIL was hereunto duly)
affixed pursuant to a resolution of)
Council passed on the 27th day of)
April, 1994 before me:)


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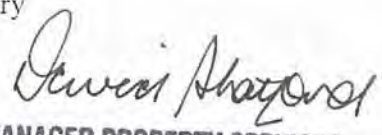
Mayor



.....
General Manager

THE COMMON SEAL of THE ROADS)
AND TRAFFIC AUTHORITY was)
hereunto affixed by authority)
of the Board in the presence)
of:)


.....
Director

Secretary


MANAGER PROPERTY SERVICES
Executed pursuant to
Delegation Book 4238 No 360

WITNESS: 
ROAD CORRIDORS MANAGER

Company from any Council, from the Roads and Traffic Authority or from the Minister for the time being administering the Crown Lands Acts, or from the owner or trustee of any other lands through which the Company's pipeline between the Company's terminal at Banksmeadow and the Joint User Hydrant Installation within Sydney Airport is laid, is terminated or ceases for any reason, or if the provisions of the Pipelines Act, 1967 as amended from time to time apply to the Company's pipeline.

16. The Council may determine this agreement by notice to the Company in the event that the Company commits any breach of the provisions herein to be performed by it and if such breach is capable of remedy the Company has failed to remedy such breach within a reasonable time after the Council has served a notice on the Company specifying the breach and the action to be taken by the Company to remedy the breach.
17. The Company shall not carry out any work on the pipeline which may affect General Holmes Drive or Foreshore Road without first obtaining the written approval of the Authority, such approval not to be unreasonably withheld, and shall during the carrying out of work comply with all appropriate statutory provisions and any direction of the Authority its servants or agents with respect to the management of traffic PROVIDED THAT in the event of an emergency which necessitates the immediate carrying out of work on the pipeline then the Company may execute such work without having previously obtained the approval of the Authority and in such case shall as soon as possible notify the Authority's Sydney Traffic Control Centre of the occurrence of such emergency and of any work done on a pipeline and/or General Holmes Drive and Foreshore Road as a result of such emergency. The address for the Sydney Traffic Control Centre is:

Level 1, 1 Oxford Street, Darlinghurst NSW 2010

Telephone: 9211 3000

Fax: 9283 4262.

negligent acts, omissions or default of the Council or the Authority or any officer, servant or agent of the Council or the Authority) in any way arising out of or by reason of anything done or omitted to be done by the Company in respect of the retention, renewal, repair and maintenance of the pipeline or of the existence or use thereof or by reason of the Council or the Authority having entered into this Deed or having approved or directed or assented to anything done or purported to be done by the Company under this Deed such Policy to be in the sum of not less than \$10,000,000.00 and the Company shall produce at any time when required by the Council or the Authority the last renewal receipt for payment of the premiums thereon.

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12. Any notice required to be given to or served upon any of the parties hereto shall be in writing and either delivered to or sent by prepaid post to the party concerned at the address hereinafter mentioned and if sent by post shall be deemed to have been delivered on the day following the posting thereof. In the case of the Council the address shall be its Council Chambers or place of business for the time being, in the case of the Company the address shall be its principal office in New South Wales and in the case of the Authority the address shall be its place of head office for the time being.
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13. The Company shall comply with the provisions of the Roads Act, 1993 and the Local Government Act, 1993 and Regulations thereunder and all relevant legislation and any conditions or requirements thereby imposed or made as they apply to the pipeline and to the extent that they are not modified by this Deed. The Company acknowledges that the consent given in accordance with Division 3 of the Roads Act, 1993 may be revoked in accordance with the provisions of Section 140 of the Roads Act, 1993.
14. The Company shall pay the Council's and the Authority's reasonable legal costs of and incidental to the preparation of this Deed.
15. The Company may by notice to the Council terminate this Agreement if any permission, easement, licence or authority which may have been obtained by the

10. The Company will at all times indemnify and keep indemnified the Council and the Authority against all action, suits, proceedings, losses, costs, damages, charges, claims and demands (excluding those arising out of the negligent acts, omissions or default of the Council or the Authority or any officer, servant or agent of the Council or the Authority) in any way arising out of or by reason of anything done or omitted to be done by the Company in respect of the retention, renewal, repair and maintenance of the pipeline or of the existence or use thereof or by reason of the Council or the Authority having entered into this Deed or having approved or directed or assented to anything done or purported to be done by the Company under this Deed AND that in respect of any matter covered by this indemnity the Council and the Authority shall be at liberty to pay, satisfy, defend, compromise or settle any claim, action or other proceedings which may be made, threatened, instituted, commenced or prosecuted against the Council or the Authority and any amount paid by the Council or the Authority in accordance with this clause shall be repaid to them by the Company PROVIDED ALWAYS that immediately any claim is received by the Council or the Authority and before they shall take any action in regard thereto they shall advise the Company of full details of such claim and not settle or compromise the same without the consent of the Company and if the Company shall so desire the Council and the Authority will upon being requested so to do and at the expense of the Company reject, oppose and defend any such claim, action or proceeding AND THE COMPANY hereby waives any claim or redress of any kind which it may have by virtue of damage to the pipeline by the Council's servants or agents in the performance of work in or upon the Council's drains, pipelines, channels and roads PROVIDED ALWAYS that nothing in the foregoing shall exclude the Company from claiming or seeking redress in respect of damage to the pipeline caused by the negligence of the Council's servants.
11. The Company shall take out a public risk insurance policy with a reputable insurance office approved by the Council and the Authority in the names of the Company, the Council and the Authority insuring them against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands (excluding those arising out of the

5. The Company shall ensure that any trench dug in connection with repair or replacement of the pipeline shall be back filled to the complete satisfaction of the Authority and of the Council and in this respect all trenches shall be back filled with clean sand and compacted at optimum moisture content with a mechanical rammer or similar.
6. The Company shall at its own expense alter the levels of the pipeline and modify and shift the same should the Council or the Authority at any time so require for the purpose of executing works within General Holmes Drive or Foreshore Road.
7. The Company shall remove or relocate the pipes and reinstate the surfaces to the satisfaction of Council's Director of Engineering and the Authority within 6 months from the expiration of the term of the within agreement including any renewed term PROVIDED THAT in the event of failure by the Company to effect the said removal and reinstatement after be so required by the Council or the Authority THE COMPANY AGREES that the Council or the Authority may carry out the work of renewal and reinstatement and make good all damage done to the roads hereinbefore mentioned at the expense of the Company.
8. This Agreement shall run concurrently with two Agreements each made on 7th October, 1998 between Ampol Petroleum Pty Limited (ACN 000 007 876) (now Caltex Petroleum Pty Limited (ACN 000 007 876)) of the one part and the Council of the other part in respect of the retention, maintenance and operation of the pipeline hereinbefore referred to.
9. The Company shall provide to Council and the Authority forthwith upon the execution of this Agreement the names and telephone numbers of two persons who shall be available outside normal hours of business to attend to any direction of the Council's Director of Engineering or of the Authority in respect of matters arising from the use, repair, replacement or operation of the pipeline.

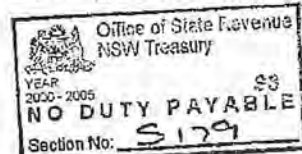
granting of such permission.

NOW THIS DEED WITNESSETH THAT:

1. The Council with the consent of the Authority as evidenced by its execution of this Deed and in pursuance of its powers under Section 138 of the Roads Act, 1993 and all other powers it thereunto lawfully enabling hereby grants to the Company and its successors permission to retain, maintain and operate the pipeline beneath General Holmes Drive and Foreshore Road for a period of twenty (20) years from the 1st July, 1994 and at any time to remove the whole or any part of it and if the Company so requires to replace the whole or any part of it.
2. The Company shall pay to the Council an annual charge to be levied by the Council in respect of that portion of the pipeline which passes under General Holmes Drive and Foreshore Road in accordance with the provisions of Section 611 of the Local Government Act, 1993 and any other statutory power it thereunto enabling in respect of all pipelines laid in or under a public road the said Charge being fixed for the first year commencing 1 July, 1994 at \$8.20 per lineal metre.
3. The Company shall be responsible for maintaining the pipeline in good and sufficient repair and the Company shall notify the Council and the Authority in advance and pay the requisite road opening fees and restoration charges in respect of all road openings required to permit replacements or repairs to the pipeline provided that in the case of an emergency the Company shall comply with the provisions of this Clause at the earliest possible time thereafter.
4. The Company shall supply adequate warning devices, barriers and signs to protect the public in accordance with the provisions of Australian Standard 1742.3 - 1985 (or any Standard replacing same from time to time) when undertaking any repair or replacement works in connection with the pipeline and shall ensure that provision shall be made for the safe passage of pedestrians over any trench.

THIS DEED made the 29th day of JANUARY, 2003

BETWEEN THE CITY OF BOTANY BAY COUNCIL of Council Chambers, Coward Street, Mascot in the State of New South Wales (hereinafter called "the Council") of the first part AND THE ROADS AND TRAFFIC AUTHORITY (hereinafter called "the Authority") of the second part AND CALTEX AUSTRALIA PETROLEUM PTY LIMITED (ACN 000 032 128) a Company incorporated in the State of New South Wales and having its principal office in Sydney at Level 12, MLC Centre, 19-29 Martin Place, Sydney in the said State (hereinafter called "the Company") of the third part.



WHEREAS by Deed dated the 23rd May, 1975 (hereinafter called "the original Deed") a true copy of which is annexed hereto and marked "A" the Council with the approval and concurrence of the Commissioner of Main Roads granted permission to Caltex Oil (Australia) Pty Limited ("Caltex Oil") to lay, construct and operate a 203 millimetre steel pipeline for the conveyance of liquid fuel for jet aircraft from the existing terminal of Caltex Oil at Botany Road, Banksmeadow within the Botany Council area to the Joint User Hydrant Installation and other installations at Sydney Airport and for this purpose to pass, inter alia, under General Holmes Drive as more particularly shown on the copy of Reference Drawing B20056 which is annexed and marked "B" and the drawings then produced to the Council by Caltex Oil AND to retain, maintain and operate the same for a period of twenty (20) years from the 1st July, 1974 AND WHEREAS General Holmes Drive is a classified main road vested in Fee Simple in the Council and controlled by the Authority AND WHEREAS the permission granted to Caltex Oil pursuant to the original Deed expired on the 30th of June, 1994 AND WHEREAS the pipeline passes under Foreshore Road, a classified main road vested in Fee Simple in the Council and controlled by the Authority, which was constructed after execution of the original Deed AND WHEREAS Caltex Oil (Australia) Pty Limited (ACN 000 007 876) changed its name to Ampol Petroleum Pty Limited (ACN 000 007 876) a wholly owned subsidiary of the Company and Ampol Petroleum Pty Limited (ACN 000 007 876) changed its name to Caltex Petroleum Pty Limited (ACN 000 007 876) AND WHEREAS the Company has applied to the Council for permission to retain, maintain and operate the said pipeline for a further period of twenty (20) years from the 1st July, 1994 AND WHEREAS the Council has agreed to grant such permission and the Authority has concurred in the

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