

## Deed of Amendment

Ryde City Council  
*ABN 81 621 292 610*

Ryde Developments Pty Limited  
*ACN 151 612 921*

*The Owners – Strata Plan No. 86799*

**Newcastle**

Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300

PO Box 812, Newcastle NSW 2300

t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 | [www.sparke.com.au](http://www.sparke.com.au)

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# Deed

Date

9/6/16

## Parties

### First party

**Name** Ryde City Council (**Council**)  
**ABN** 81 621 292 610  
**Contact** General Counsel

### Second party

**Name** Ryde Developments Pty Limited (**Ryde Developments**)  
**ACN** 151 612 921  
**Contact**

### Third party

**Name** The Owners – Strata Plan No. 86799 (**Owners**)  
**Contact**

## Background

- A. Hayes was the owner of the Land.
- B. Hayes obtained the Development Consent.
- C. Hayes and Council entered into the VPA.
- D. Ryde Developments acquired the Land from Hayes.
- E. On or about 22 September 2011 Ryde Developments executed a deed poll for the benefit of Council whereby, amongst other things, Ryde Developments adopted the obligations of Hayes under the VPA.
- F. On 2 July 2012, Ryde Developments and Council entered into a deed to vary the terms of the VPA.
- G. On 3 July 2014, Ryde Developments and Council entered into a further deed to vary the terms of the VPA.
- H. Ryde Developments completed the Development and paid to Council a monetary contribution in accordance with clause 5 of the VPA.
- I. Ryde Development has not registered the Easement as required by the VPA.
- J. The Land has been subdivided by registration of Strata Plan SP86799.

- K. The Owners are now the registered proprietors of the common property for SP86799, including the land to be burdened by the Easement.
- L. The VPA is registered against the title to the common property for SP86799 and the Owners are bound by the VPA in accordance with section 93H(3) of the Act.
- M. Ryde Developments and Council now propose a further variation of the VPA to address the requirement to register the Easement and to accommodate a reimbursement to Ryde Developments for works that Council has accepted are its responsibility. The Owners have agreed to those variations in accordance with the terms and conditions of this deed.

## Operative part

### 1 Definitions

In this deed, unless context indicates a contrary intention:

**Act** means the *Environmental Planning and Assessment Act 1979*.

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

**Development** means the construction of a mixed residential / commercial development pursuant to the Development Consent.

**Development Consent** means consent LDA2010/0331.

**Easement** has the same meaning as in the VPA, as amended by this Deed.

**Hayes** means Hayes Holdings Pty Limited ACN 000 168 614

**Land** means land on which the development will be undertaken, being Lot 12 DP 4481 and Lot 1 DP 776768.

**Reconciliation Amount** has the same meaning as in clause 7A of the VPA, as amended by this Deed.

**VPA** means the planning agreement between Hayes and Council applicable to the Land entered into in connection with the Development Consent, as modified by the Deed entered into between Council and Ryde Developments on or about 2 July 2012 and the Deed entered into between Council and Ryde Developments on or about 3 July 2014.

### 2 Interpretation

In this deed, unless context indicates a contrary intention:

- (a) **(documents)** a reference to this deed or another document includes any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this deed;

- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this deed;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (g) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (h) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (i) **(singular)** the singular includes the plural and vice-versa;
- (j) **(gender)** words importing one gender include all other genders;
- (k) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (l) **(rules of construction)** neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (m) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (n) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere;
- (o) **(joint and several)** an agreement, representation, covenant, right or obligation:
  - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
  - (ii) on the part of two or more persons binds them jointly and severally;

- (p) **(writing)** a reference to a notice, consent, request, approval or other communication under this deed or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (q) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (r) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (s) **(month)** a reference to a month is a reference to a calendar month.
- (t) **(year)** a reference to a year is a reference to twelve consecutive calendar months.

### 3 Variation to VPA

The VPA is varied as follows:

- (a) In clause 1.1 insert the following clause after clause 1.1(c):
  - "(c1) **Council Works** means those parts of the Public Domain Works, which have been identified as the responsibility of the Council in the "Division of Final Costs" at Schedule 3."
- (b) Amend clause 1.1(g) so it reads:
  - "(g) **Easement** means an easement for right of public way being a right of pedestrian thoroughfare between Porter and Belmore Streets, 4 and 5 metres wide limited between R.L.20.50 AHD and R.L.21.10 AHD, consistent with the draft 88B Instrument and survey plan at Schedule 1."
- (c) In clause 1.1 insert the following after clause 1.1(m):
  - "(m1) **Paving Works** means the paving of the public domain on the corners of Constitution Avenue and Belmore Street, Ryde, previously forming part of the Public Domain Works."
- (d) Insert the following new clause 6.9 after clause 6.8:
  - "6.9 If the Developer fails to register the Easement, or the parties agree, the Council may (at the Developer's cost) take any action and do all things necessary to register the Easement, including accessing the land to be burdened by the Easement or any other part of the Land and may recover any costs it incurs in taking that action either:
    - (a) by deducting those costs from the Reconciliation Amount payable under clause 7A.3; or
    - (b) as a debt due and payable to it."

- (e) Insert the following new clause 7A after clause 7:

**7A. Reconciliation of Public Domain Works Costs**

- 7A.1 The parties acknowledge and agree that, in lieu of the Paving Works, the Developer has offered to pay a monetary contribution to Council in the sum of \$29,362.00 and the Council has accepted that offer.
- 7A.2 The parties acknowledge and agree that in carrying out the Public Domain Works, the Developer will have undertaken Council Works to the value of \$241,987.13 as set out in Schedule 3.
- 7A.3 Council agrees to pay to the Developer the sum of \$212,625.13 (**the Reconciliation Amount**) which is equivalent to the cost of the Council Works minus the monetary contribution payable by the Developer to Council in accordance with clause 7A.1.
- 7A.4 Council must pay the Reconciliation Amount to the Developer, within 10 Business Days of the Council being satisfied (acting reasonably), that the following has occurred:
- (a) The Easement has been registered in accordance with clause 6.
- (b) All other obligations of the Developer under this agreement have been satisfied."
- (f) Replace the draft 88B Instrument and survey plan at Schedule 1 of the VPA with the instrument and plan at Schedule 1 of this Deed.
- (g) Replace the plan at Schedule 2 of the VPA with the plan titled "VPA Works" at Schedule 2 of this Deed.
- (h) Insert a new Schedule 3, being the "Division of Final Costs" at Schedule 3 of this Deed.

## 4 Obligations of the Parties

### 4.1 *Outstanding obligations*

The parties agree and acknowledge that Ryde Developments has, in accordance with the VPA, paid the monetary contribution and completed the Public Works, including the Council Works and the only outstanding obligation under the VPA is the requirement to register the Easement in accordance with clause 6 of that agreement.

### 4.2 *Agreement by the Owners*

- (a) Subject to this clause 4.2, the Owners accept and acknowledge that the VPA is binding on and enforceable against the Owners as if the Owners had entered into the VPA and that all references to "the Developer" under the VPA shall be taken to be references to the Owners.
- (b) The Owners agree that, pursuant to clause 6.9 of the VPA as amended by this Deed the Council may take all actions and do all things

necessary to register the Easement, including accessing any part of the common property for SP86799.

- (c) For the purposes of the registration of the Easement in accordance with the VPA, the Owners agree to use their best endeavours to do the following in a timely manner after execution of this Deed:
  - (i) Meet and if necessary, arrange any special meeting of the Owners.
  - (ii) Carry any resolutions or special resolutions and execute any certificates as required by section 28(4) of the *Strata Schemes (Freehold Development) Act 1973*.
  - (iii) Execute all documents, including any dealings or forms, and do all things that Council requests to enable the Easement to be registered.
- (d) The Owners accept and acknowledge that they will be obliged under the terms of the Easement to maintain all works within the Easement as shown on the works-as-executed drawings at Schedule 4 of this Deed and to maintain public liability insurance with respect to the use of the Easement.
- (e) The Owners agree that any Reconciliation Amount payable under clause 7A of the VPA as amended by this Deed (minus any amounts the Council is entitled to deduct under clause 6.9 of the VPA or clause 5.7 of this Deed) will be payable by Council to Ryde Developments, and once that payment is made to Ryde Developments the Owners release and discharge Council from any obligation to pay amounts to "the Developer" under the VPA.

## 5 General

### 5.1 *Relationship between parties*

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



5.2 *Time for doing acts*

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

5.3 *Further assurances*

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

5.4 *Variation*

A provision of this deed can only be varied by a later written document executed by or on behalf of all parties.

5.5 *No assignment*

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

5.6 *Counterparts*

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

5.7 *Legal expenses and stamp duty*

- (a) Ryde Developments and the Owners will bear their own costs in connection with the negotiation, preparation and execution of this deed.
- (b) Ryde Developments will pay 50% of the reasonable legal costs and disbursements incurred by the Council in connection with the negotiation, preparation and execution of this deed to a maximum amount of \$2,500.00 plus GST, and for the avoidance of doubt, Council will bear the remainder of its costs.
- (c) Ryde Developments must pay the costs referred to in paragraph (b) of this clause within 5 Business Days of executing this Deed, or within 5 Business Days of receiving notice from the Council as to the amount of the costs, whichever is the later.
- (d) If Ryde Developments fails to pay the costs referred to in paragraph (b) of this clause:
  - (i) the Council will be entitled to withhold payment of the Reconciliation Amount payable under clause 7A of the VPA, until those costs are paid, or

- (ii) if Ryde Developments agrees, the Council may deduct the amount of the costs claimed by Council from the Reconciliation Amount.

**5.8 Invalidity**

- (a) A word or provision must be read down if:
  - (i) this deed is void, voidable, or unenforceable if it is not read down;
  - (ii) this deed will not be void, voidable or unenforceable if it is read down; and
  - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
  - (i) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed; and
  - (ii) this deed will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this deed has full effect even if clause 5.8(b)(i) or (ii) applies.

**5.9 Governing law and jurisdiction**

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

**5.10 Representations and Warranties**

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

## List of schedules

<b>Number</b>	<b>Description</b>	<b>Clause reference</b>
1	Draft 88B Instrument and survey plan for Easement for Schedule 1 of the VPA	Clause 3(f)
2	Brooks Projects Architects Plan Sk20d, "VPA Works" dated 2 December 2014 (Revision D) for Schedule 2 of the VPA	Clause 3(g)
3	Division of Final Costs for Schedule 3 of the VPA	Clause 3(h)
4	Works-as-executed drawings for Easement	Clause 4(d)

Schedule 1      88B Instrument and Survey Plan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A  
PRENDRE INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF  
THE CONVEYANCING ACT, 1919.**

(Sheet 1 of <sup>4</sup>~~7~~)

**Plan:**

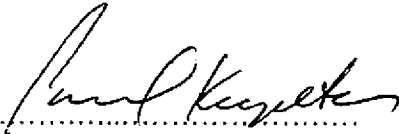
Plan of EASEMENT WITHIN  
COMMON PROPERTY, SP 86799

**Full name and address of  
proprietor of the land:**

**The Owners SP 86799**  
2 Porter Street,  
Ryde 2112

**PART 1**

<b>Number of Items</b>	<b>Identity of easement, restriction &amp; positive covenant referred to in abovementioned plan</b>	<b>Lot(s) Burdened</b>	<b>Authority Benefited</b>
1	Right of public footway 4 and 5 wide (limited in stratum)	COMMON PROPERTY/ SP 86799	THE COUNCIL OF THE CITY OF RYDE

  
.....  
Council of the City of Ryde  
Authorised Officer

**Plan:** Plan of EASEMENT WITHIN  
COMMON PROPERTY, SP 86799

**PART 2**

**1. Right of public Footway 4 & 5 wide (limited in stratum)**

The authority benefited and the public may:

- (a) by any reasonable means pass across each lot burdened at all times, but only within the site of this easement and only for the purpose of access between Belmore Street and Porter Street,
- (b) do anything necessary for that purpose including:
  - entering the lot burdened
  - taking anything on to the lot burdened.


**2. In exercising these powers the authority benefited and the public must:**

- cause as little inconvenience as practicable to the owner and any occupier of the Lot burdened.

**3 The owners of the lot burdened must (at their cost and risk):**

- (a) maintain an adequate public liability insurance policy for a minimum insured value of \$20 million with respect to the use of the easement by the public.
- (b) maintain all finishes, planting, landscaping and lighting within the site of the easement.

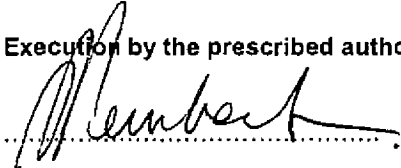
Name of Authority having power/ right to release, vary, modify the easement numbered 1 in the plan is COUNCIL OF THE CITY OF RYDE.

  
.....  
Council of the City of Ryde  
Authorised Officer

**Plan:**

Plan of EASEMENT WITHIN  
COMMON PROPERTY, SP 86799

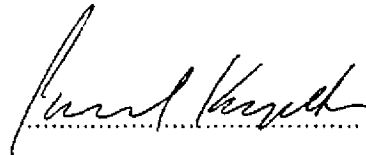
Execution by the prescribed authority



Signature of Witness

SUE PEMBERTON  
Name of Witness

1 DEVLIN STREET RYDE  
Address of Witness



Signature of Authorised officer

PAUL KAPETAS  
Name of Authorised Officer

GENERAL COUNCIL  
Position of Authorised Officer

~~Execution by the registered proprietor~~

~~Signature of Witness~~

~~Signature of Registered Proprietor/s~~

~~Name of Witness~~

~~Signature of Registered Proprietor/s~~

~~Consent of the lessee/mortgagee/chargee~~

~~Signature of Witness~~

~~Signature of Mortgagee~~

~~Name of Witness~~

**Plan:**

Plan of EASEMENT WITHIN  
COMMON PROPERTY, SP 86799

The common seal of the Owners-Strata Plan No. 86799 was herunto affixed on .....in the  
presence of

..... being the person(s) authorized by s.238 Strata Schemes  
Management Act 1996 to attest the

affixing of the seal.

.....

.....



DEPOSITED PLAN ADMINISTRATION SHEET

<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p> <p>Purpose:</p>	<p style="text-align: right;">Office Use Only</p>																		
<p><b>PLAN OF EASEMENT WITHIN COMMON PROPERTY S.P. 86799</b></p>	<p>LGA: RYDE</p> <p>Locality: RYDE</p> <p>Parish: HUNTERS HILLS</p> <p>County: CUMBERLAND</p>																		
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, ROLF CAMBRIDGE, OF ATS LAND SURVEYORS P/L..... of SUITE 3, 75 RYEDALE ROAD, WEST RYDE 2114..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 1/12/14</p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding ^ ..... ) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</del></p> <p>*(c) The land shown in this plan was compiled in accordance with the <del><i>Surveying and Spatial Information Regulation 2012</i></del>.</p> <p>Signature: <i>R. Cambridge</i> Dated: <i>2-10-15</i></p> <p>Surveyor ID: <i>147 720</i></p> <p>Datum Line: "X" - "Y" .....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / <del>*Steep Mountainous</del></p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>																		
<p style="text-align: center;">Subdivision Certificate</p> <p>I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey/compilation.</p> <table style="width:100%; border: none;"> <tr> <td>DP 4481</td> <td>DP 1080804</td> <td>DP 1175334</td> </tr> <tr> <td>DP 335616</td> <td>DP 1099888</td> <td></td> </tr> <tr> <td>DP 437180</td> <td>DP 1149359</td> <td></td> </tr> <tr> <td>DP 11918</td> <td>DP 1201870</td> <td></td> </tr> <tr> <td>DP 881488</td> <td>DP 1175334</td> <td></td> </tr> <tr> <td>DP 776768</td> <td>DP 1016850</td> <td></td> </tr> </table> <p style="text-align: right;">If space is insufficient continue on PLAN FORM 6A</p>	DP 4481	DP 1080804	DP 1175334	DP 335616	DP 1099888		DP 437180	DP 1149359		DP 11918	DP 1201870		DP 881488	DP 1175334		DP 776768	DP 1016850	
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DP 11918	DP 1201870																		
DP 881488	DP 1175334																		
DP 776768	DP 1016850																		
<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>	<p>Surveyor's Reference: 8690-EASEMENT</p>																		
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>																			

**DEPOSITED PLAN ADMINISTRATION SHEET**

Office Use Only	Office Use Only
<b>Registered:</b>  <b>PLAN OF EASEMENT WITHIN COMMON PROPERTY S.P. 86799</b>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
Subdivision Certificate number: .....	
Date of Endorsement: .....	

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
COMMON PROPERTY S.P. 86799	2	PORTER	STREET	RYDE

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1. RIGHT OF PUBLIC FOOTWAY 4 & 5 WIDE (LIMITED IN STRATUM)

The common seal of the Owners-Strata Plan No. 86799 was herunto affixed on .....in the presence of

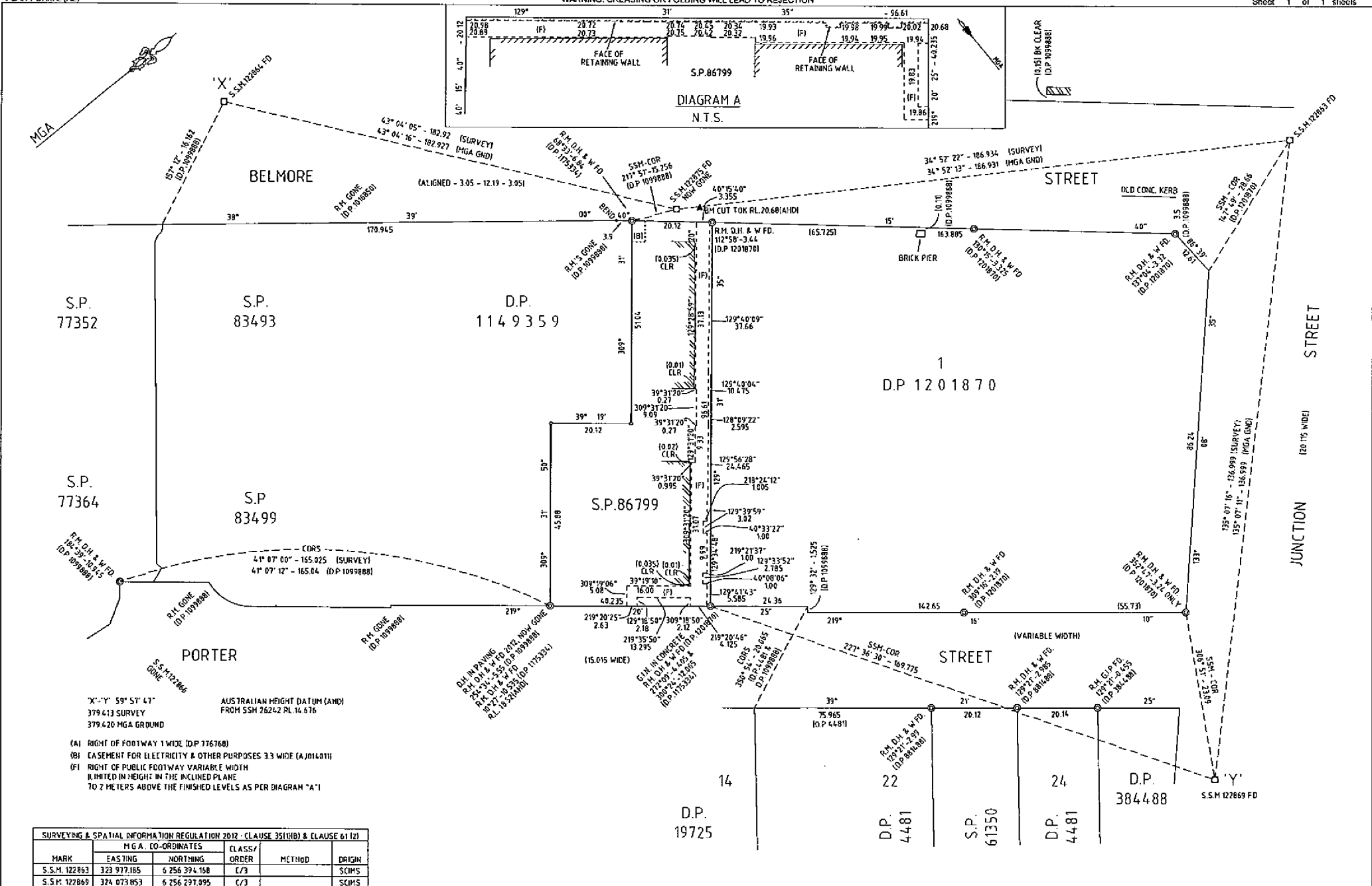
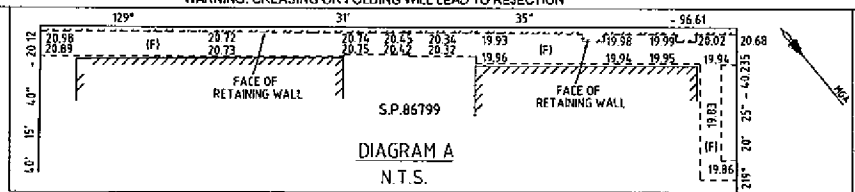
..... being the person(s) authorized by s.238 Strata Schemes Management Act 1996 to attest the

affixing of the seal.

.....  
 .....

If space is insufficient use additional annexure sheet

Surveyor's Reference: 8690\_EASEMENT



"X"-Y 59° 57' 41"  
379.413 SURVEY  
379.420 MGA GROUND

AUSTRALIAN HEIGHT DATUM (AHD)  
FROM SSH 2624.2 RL 16.676

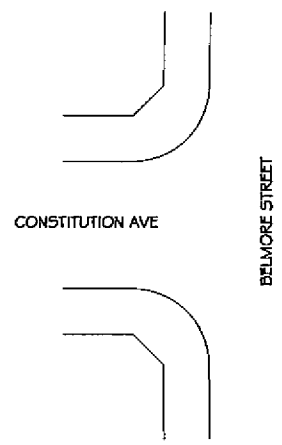
- (A) RIGHT OF FOOTWAY 1 WIDE (D.P. 776768)
- (B) CASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (A.1014011)
- (F) RIGHT OF PUBLIC FOOTWAY VARIABLE WIDTH LIMITED IN HEIGHT IN THE INCLINED PLANE TO 2 METERS ABOVE THE FINISHED LEVELS AS PER DIAGRAM "A"

SURVEYING & SPATIAL INFORMATION REGULATION 2012 - CLAUSE 35(HB) & CLAUSE 61(I2)					
MARK	M.G.A. CO-ORDINATES		CLASS/ORDER	METHOD	ORIGIN
S.S.M. 122863	323 977.165	6 256 394.168	C/3		SCIMS
S.S.M. 122869	324 073.853	6 256 297.095	C/3		SCIMS
S.S.M. 122864	323 745.396	6 256 107.118	C/3		SCIMS
S.S.M. 122875	323 870.315	6 256 240.804	C/3		SCIMS

MGA CO-ORDINATES ADAPTED FROM SCIMS AS AT 16th OCTOBER, 2014.  
COMBINED SCALE FACTOR 0.999977 ZONE 56

Surveyor: ROLF CAMBRIDGE Date of Survey: 11/11/2014 Surveyor's Ref: 8690 - Easement	PLAN OF EASEMENT WITHIN COMMON PROPERTY SP 86799	LGA: RYDE Locality: RYDE Subdivision No: Lengths are in metres. Reduction Ratio 1:600	Registered  DP
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BELMORE STREET

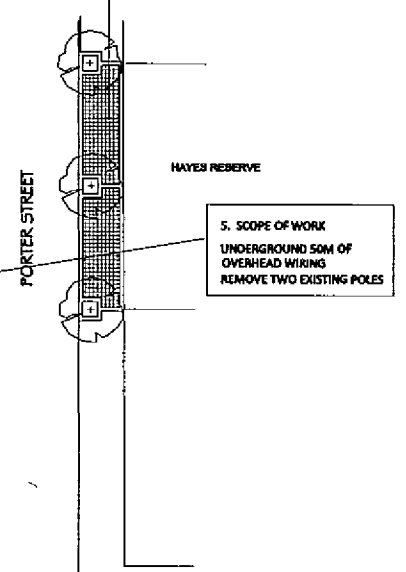
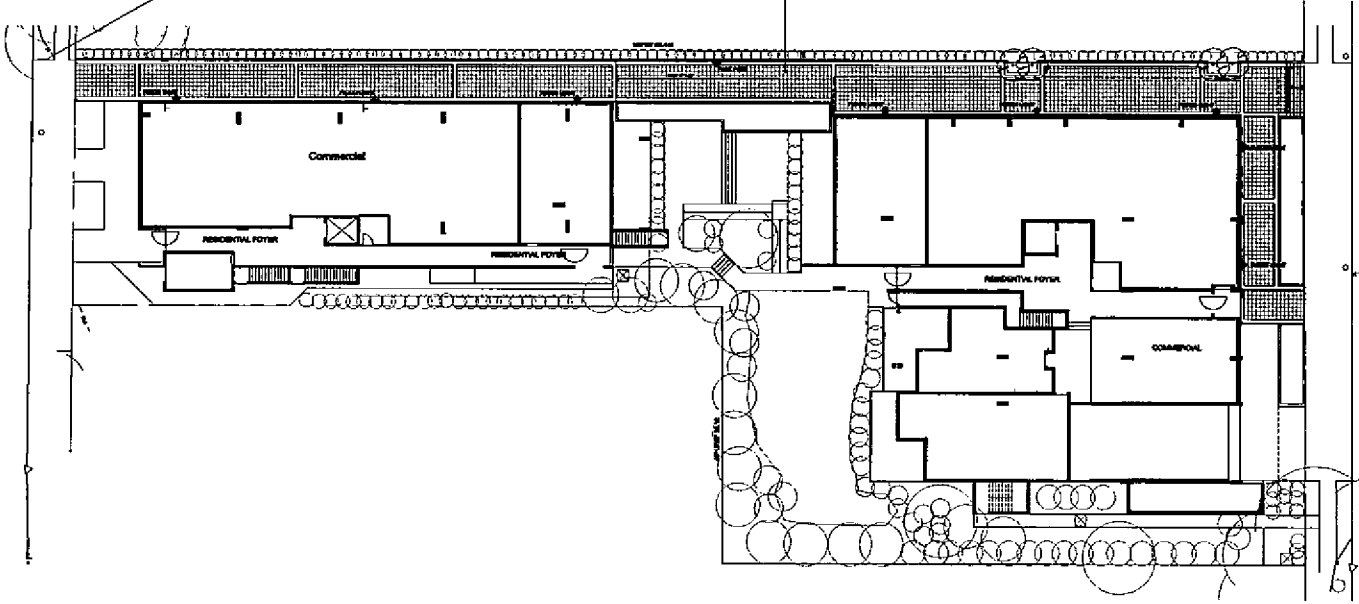
CONSTITUTION AVE

5. SCOPE OF WORK  
 UNDERGROUND 60M OF  
 OVERHEAD WIRING  
 ALLOW FOR 15M OF THIS  
 UNDERGROUNDING TO BE  
 ACROSS BELMORE ST  
 REMOVE TWO EXISTING POLES  
 ADD TWO NEW POLES

3. SCOPE OF WORK  
 EXTRA WORKS REQUIRED FOR COUNCIL  
 FINISHES TO RIGHT OF WAY (HIGHLIGHTED  
 IN RED)  
 600X300X60 GRANITE PAVERS - 317sqm  
 600X300X60 GRANITE BORDER - 210m  
 TWO 2400X3000 CONC BLOCK PLANTERS  
 FOUR MAGNOLIAS  
 EIGHT UNDER AWNING VANDAL PROOF  
 FLOOD LIGHTS

4. SCOPE OF WORK  
 600X300X60 GRANITE PAVERS  
 ON CONC SUBSTRATE - 50sqm  
 600X300X60 GRANITE BORDER  
 ON CONC SUBSTRATE - 48m  
 THREE 1200X1200 TREE BEDS  
 THREE STREET TREES

5. SCOPE OF WORK  
 UNDERGROUND 50M OF  
 OVERHEAD WIRING  
 REMOVE TWO EXISTING POLES



ISSUE	DATE	CLIENT	PROJECT	TITLE
D	02.12.14	REVISED FOR VPA	A.B.N. 62 306 483 112 8 KEITH CT CHERRYBROOK NSW 2126 Email: brooksprojects@bigpond.com Phone : (02) 94847611 Fax : (02) 94847611	<b>BROOKS PROJECTS</b> architects
C	21.11.14	REVISED FOR VPA		
B	25.10.10	REVISED FOR VPA		
SCALE:	1:200	Hayes Holdings Pty Ltd	MIXED USE RESIDENTIAL COMMERCIAL DEVELOPMENT 2-4 PORTER ST/80 BELMORE ST RYDE	VPA WORKS
DATE:	01.10.09			
REF:	BPA1002			Sk20d

Schedule 3

Division of Final Costs for Schedule 3 of the VPA

**Division of Final Costs**

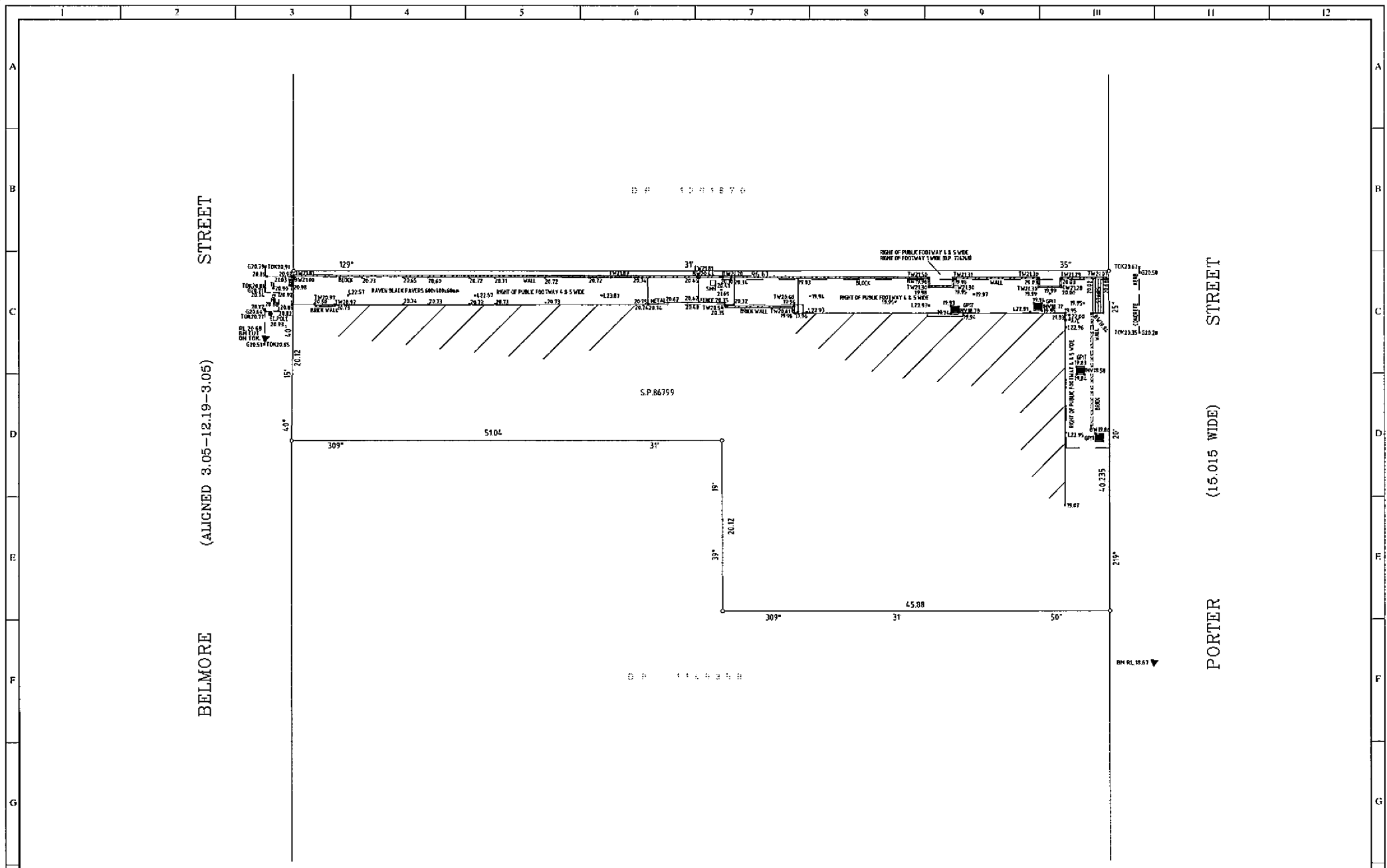
Excl GST

20-Nov-14

			Liability	
			Developer	CoR
Kiosk Installation	Switch Australia	\$75,600.00	\$75,600.00	\$0.00
Undergrounding of Electrical Assets Private Street Lighting Level 2 works (5 property reconnections)	Switch Australia	\$138,950.00	\$69,475.00	\$69,475.00
	Switch Australia	\$42,870.00	\$6,000.00	\$36,870.00
	Switch Australia	\$8,900.00	\$0.00	\$8,900.00
<b>Quote Total</b>		<b>\$266,320.00</b>	<b>\$151,075.00</b>	<b>\$115,245.00</b>
Variations	Simplex design - Kiosk	\$12,314.78	\$4,104.93	
	Simplex design - Shared works		\$4,104.93	\$4,104.93
	Simplex MFP lighting design	\$6,228.20	\$2,076.07	\$4,152.13
	Ausgrid Network contributions	\$29,114.90	\$14,557.45	\$14,557.45
	Optus cable redirections	\$7,829.44	\$3,914.72	\$3,914.72
	Switch Variation, Road Opening Licence	\$36,135.32	\$660.00	\$35,475.32
	Switch Variation, undergrounding services workaround and difference between Ausgrid/CoR pipe bedding	\$20,270.12	\$1,320.00	\$18,950.12
	Switch, Road Use Permit	\$3,716.27	\$0.00	\$3,716.27
	Switch, MFP foundations rock drilling	\$2,310.00	\$770.00	\$1,540.00
	Subtotal		\$384,239.03	\$182,583.09
Contractor's indirect costs and margin		\$76,847.81	\$36,516.62	\$40,331.19
<b>Actual Works Total</b>		<b>\$461,086.84</b>	<b>\$219,099.71</b>	<b>\$241,987.13</b>

RD Monetary Contribution	\$701,000.00	<b>PAYMENT</b>
Credit for corners landscaping	-\$29,362.00	
Actual Works on CoR behalf	\$241,987.13	
<b>CoR Cost of Works</b>	<b>\$212,625.13</b>	<b>REFUND</b>
<b>RD Net Monetary Contribution</b>	<b>\$488,374.87</b>	<b>NET PAYMENT</b>





**IMPORTANT NOTE:**  
 This plan is prepared from a combination of field survey and existing records for the purpose of designing new constructions on the land and should not be used for any other purpose.  
 The site boundaries shown herein were not marked by the author at the time of survey and have been determined by plan dimensions only and not by field measurement.  
 Services shown herein have been located where possible by field survey. It is not able where possible by field survey. If not able to be so located, known services have been plotted from the records of local authorities where available and have been noted accordingly on this plan.  
 Where such records either do not exist or are considered inadequate, a notation has been made hereon.  
 Prior to any construction, excavation or construction on the site, the owner and authority should be contacted to establish location of further underground services and detailed location of all services.  
 This note is an integral part of this plan.

**LEGEND:**  
 BM - BENCH MARK  
 RL - REDUCED LEVEL  
 FL - FINISHED LEVEL  
 C - CURB  
 BK - TOP OF KERB  
 FH - HIGH POINT  
 W - WATER METER  
 O - 75mm DIAMETER PIPE  
 P - 100mm DIAMETER PIPE  
 S - 150mm DIAMETER PIPE  
 S.P. - SURVEY POINT  
 S.P. - SURVEY POINT

**NOTES:**  
 1. ALL DIMENSIONS ARE IN METRES.  
 2. ALL BEARINGS ARE TRUE BEARINGS.  
 3. ALL DISTANCES ARE AS SHOWN.  
 4. ALL SERVICES SHOWN ARE AS LOCATED.  
 5. ALL SERVICES SHOWN ARE AS LOCATED.  
 6. ALL SERVICES SHOWN ARE AS LOCATED.  
 7. ALL SERVICES SHOWN ARE AS LOCATED.  
 8. ALL SERVICES SHOWN ARE AS LOCATED.  
 9. ALL SERVICES SHOWN ARE AS LOCATED.  
 10. ALL SERVICES SHOWN ARE AS LOCATED.  
 11. ALL SERVICES SHOWN ARE AS LOCATED.  
 12. ALL SERVICES SHOWN ARE AS LOCATED.

SCALE: 1:100  
 HORIZONTAL CURVES:  
 CURVED SYSTEM:  
 MARKS REPORTED:  
 COORDINATES:  
 M.G.A.  
 VERTICAL DATUM:  
 DATUM AHD  
 DATE: 25/09/2015

**ATS LAND & ENGINEERING SURVEYORS PTY. LTD.**  
 A. C. N. 003 402 426  
 Suite 3, 75 Ryedale Road, WEST RYDE 2114  
 (P.O. Box 335 GLADSTONE 1674)  
 Phone: (02) 9608 6854 Fax: (02) 9608 6853  
 E-Mail: ats@atsurveyors.com.au

**PROJECT:**  
 WORK AS EXECUTED PLAN OF THE PUBLIC RIGHT OF WAY AT No. 2-4 PORTER STREET, RYDE BEING SP 86799

**DATE:** 25-09-2015  
**SHEET 1 OF 1**  
**DRAWING No.:** R900-01  
**REV.:** A



Executed as a deed

**Signed, sealed and delivered by Ryde** )  
City Council's authorised delegate who )  
warrants that they are duly authorised to )  
execute this document on behalf of **Ryde** )  
**City Council** in accordance with a )  
resolution of the Council dated )  
in the presence of: )  
)  
)  
)  
)  
)  
)  
)



Signature of Witness



Signature of Authorised Delegate

*Cathy-Anne Vickey*

Print name of Witness

**Executed by Ryde Developments Pty** )  
**Limited** ACN 151 612 921 in accordance )  
with section 127 of the *Corporations Act* )  
*2001* (Cth) by: )  
)  
)  
)



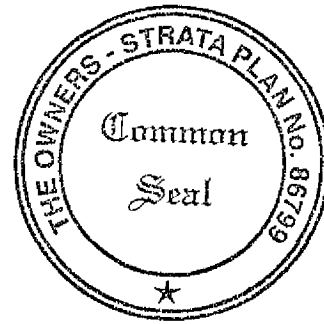
Signature of Sole Director and Sole  
Secretary

*DIAA GABRA*

Print name of Sole Director and Sole  
Secretary

Executed for and on behalf of The  
Owners – Strata Plan No. 86799 by:

)  
)  
)  
)  
)  
)



*W Pearson*

Signature of witness

*Glen Etridge*

Signature of person with authority to  
execute on behalf of the Owners

WARREN PEARSON

Print name of witness

GLEN ETRIDGE

Print name of person