

# City of Ryde

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Brooks Projects Architects  
C/- Peter Brooks  
8 Keith Court  
CHERRYBROOK NSW 2126

12 April 2011

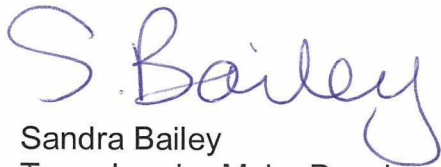
Dear Mr Brooks

**2 Porter St Ryde**  
**Local Development Application No. LDA2010/0331**

Please find enclosed your copy of the executed Voluntary Planning Agreement.

If you have any enquiries, please contact me on 9952 8209.

Yours faithfully



Sandra Bailey  
Team Leader Major Developments

# Voluntary Planning Agreement

**Ryde City Council**

and

**Hayes (Holdings) Pty Limited**

**HWL  
EBSWORTH**  
LAWYERS

Level 14, Australia Square  
264-278 George Street  
SYDNEY NSW 2000  
DX 129 SYDNEY  
ABN 37 246 549 189  
Tel: (02) 9334 8555  
Fax: 1300 369 656

[www.hwlebsworth.com.au](http://www.hwlebsworth.com.au)  
Ref: RKG:188388

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# Voluntary Planning Agreement

<b>Date</b>	
<b>Parties</b>	<p>Ryde City Council ABN 81 621 292 610 of 1 Devlin Street, Ryde, New South Wales</p> <p style="text-align: right;">(Council)</p> <p>Hayes (Holdings) Pty Limited ACN 000 168 614 of 2-4 Porter Street Ryde, New South Wales</p> <p style="text-align: right;">(Developer)</p>
<b>Background</b>	<p>A. <sup>9.7.10</sup> On [insert date] the Developer made the Development Application to the Council seeking Development Consent to carry out the Development on the Land.</p> <p>B. The Development Application was accompanied by an offer by the Developer to enter into this Agreement to provide public facilities and amenities if Development Consent in respect of the Development Application was granted and the Development Consent activated.</p>

## Agreement

### 1. Definitions and interpretation

#### 1.1 In this Agreement the following definitions apply:

- (a) **Act** means the Environmental Planning and Assessment Act 1979 (NSW).
- (b) **Commencement Date** means the day that Development Consent is granted for the Development.
- (c) **Contributions** means the land dedication, public domain works and licensed public area described at clauses 5.1, 6 and 7 of this Agreement, and as set out in the Schedules to this Agreement.
- (d) **Development** means the construction of a mixed residential/commercial development pursuant to development consent LDA2010/0331.
- (e) **Development Application** means the Developer's application or applications, including subsequent applications (including applications for Section 96 Modifications) for, or that relate to, the Development.

- (f) **Development Consent** means a development consent granted under the Act to the Development Application.
- (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.
- (h) **GST** has the same meaning as the GST Law.
- (i) **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
- (j) **Item of work** means an item of work described in Schedule 2 of this Agreement.
- (k) **Land** means the land on which the Development will be undertaken, being Lot 12 DP 4481 and Lot 1 DP 776768 and as described in the Development Application.
- (l) **LPMA** means the NSW Land & Property Management Authority.
- (m) **Party** means a party to this Agreement, including their successors and assigns.
- (n) **Public Domain Works** means, together, the Items of works listed in Schedule 2 to this Agreement.
- (o) **Regulation** mean the *Environmental Planning and Assessment Regulation 2000*.
- (p) **Section 96 Modification** means any modification pursuant to section 96 of the Act to the Development Consent granted in respect of the Development Application.
- (q) **Subdivision Certificate** means a subdivision certificate granted under the Act in respect of the Development.

## 1.2 Interpretations

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or reenactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.

- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Agreement includes the agreement recorded in this Agreement.
- (m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments form part of this Agreement.

## **2. Planning agreement under the Act**

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- 2.1 The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

## **3. Application of this Agreement**

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- 3.1 This Agreement is made in respect of the Development Application and applies to the Land.

## **4. Commencement**

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- 4.1 This Agreement is effective on and from the Commencement Date. The Voluntary Planning Agreement is to be executed prior to issue of Strata Subdivision approval by Council.

## **5. Provision of the Contributions**

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- 5.1 The developer will pay the Council a monetary contribution of \$600,000.00 prior to the issue of any Subdivision Certificate and any Occupation Certificate.
- 5.2 The amount specified in clause 5.1 above is in addition to any works to be undertaken at the Developer's expense as listed in Schedule 2 of the Voluntary Planning Agreement.

## **6. Easement**

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- 6.1 The Developer agrees to undertake and promptly do all things necessary to register the Easement in accordance with the requirements of the *Conveyancing Act 1919* and *Real Property Act 1900*.
- 6.2 The Easement is to benefit Ryde City Council in perpetuity.
- 6.3 The Developer agrees to register this Easement at no cost to Council.
- 6.4 The Easement shall be in a form reasonably approved by the council and shall contain such terms as would normally be included in an easement for a public pedestrian thoroughfare.
- 6.5 The Easement must make provision for the owner of the servient tenement to maintain all the works upon the Easement to a standard that at all times ensures public safety and amenity to the users thereof.

- 6.6 The Development must reasonably promptly provide the council with a first draft of the proposed sub-division plan to reflect the terms of this clause.
- 6.7 The Easement is to be registered prior to the release of final subdivision certificate.
- 6.8 Prior to the creation of the Easement by registration at the LPMA of a plan of subdivision, the Developer must give to the Council and members of the public authorised by the Council, at no cost to the Council, a licence or other right to use so much of the Land to be burdened by the Easement for the purposes of the Easement.

## **7. Public domain works**

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- 7.1 The Developer must procure the completion of each and every Item of Work listed at Schedule 2.
- 7.2 Council may refuse to issue a Subdivision Certificate and any Occupation Certificate if the relevant Item of Work listed at Schedule 2 has not been completed in accordance with this Agreement.
- 7.3 The Developer must ensure that the construction and completion of each Item of Work is done:
- (a) In accordance with the requirements of any Development Consent or approval issued by Council; and
  - (b) In accordance with any Australia Standards applicable to works of the same nature as each aspect of the relevant Item of Work; and
  - (c) All works describe in Schedule 2 must be undertaken in a proper and workmanlike manner to the final satisfaction of the Council as evidenced in writing.

## **8. Application of s94 and s94A of the Act to the Development**

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- 8.1 This Agreement excludes the operation of Section 94 and 94A of the Act to any Development Consent that is granted in respect of the Development Application.

## **9. Review of this Agreement**

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- 9.1 This Agreement may be varied or amended only by the express written approval of both parties and in compliance with the Act.

## **10. Dispute Resolution**

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### **10.1 Notice of Dispute**

If a party claims that a dispute has arisen under this Agreement ("**Claimant**"), it must give written notice to the other party ("**Respondent**") stating the matters in dispute and designating as its representative a person to negotiate the dispute ("**Claim Notice**"). No party may start court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute unless it has first complied with this clause 10.

### **10.2 Response to Notice**

Within 10 business days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

**10.3 Negotiation**

The nominated representatives must:

- (a) meet to discuss the matter in good faith within 5 business days after service by the Respondent of notice of its representative; and
- (b) use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

**10.4 Further Notice if not settled**

If the dispute is not resolved within 15 business days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute ("**Dispute Notice**") by mediation under clause 11.1 or by expert determination under clause 11.6.

**10.5 Mediation**

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

- (a) the parties must agree the terms of reference of the mediation within 5 business days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) the Mediator will be agreed between the parties, or failing agreement within 5 business days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) the Mediator appointed pursuant to this clause 11.5 must:
  - (i) have reasonable qualifications and practical experience in the area of the dispute; and
  - (ii) have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- (d) the Mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- (e) the parties must within 5 business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- (f) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- (g) in relation to costs and expenses:
  - (i) each party will bear their own professional and expert costs incurred in connection with the mediation; and
  - (ii) the costs of the Mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behavior in which case the Mediator may require the full costs of the mediation to be borne by that party or a percentage of those costs as the mediator determines to be reasonable in the circumstances.



**10.6 Expert determination**

If the dispute is not resolved under clause 11.3 or 11.5, the dispute may by agreement between the parties, both acting reasonably having regard to the nature of the dispute, be resolved by expert determination, in which event:

- (a) the dispute must be determined by an independent expert in the relevant field:
  - (i) agreed upon and appointed jointly by the Council and the Developer; or
  - (ii) in the event that no agreement is reached or appointment made within 30 business days, appointed on application of a party by the then current President of the Law Society of New South Wales;
- (b) the expert must be appointed in writing and the terms of appointment must not be inconsistent with this clause;
- (c) the determination of the dispute by such expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) the expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) each party will bear its own costs in connection with the process and the determination by the expert together with an equal proportion of the expert's fees and costs; and
- (f) any determination made by an expert pursuant to this clause is final and binding upon the parties except where the determination is in respect of or relates to termination or purported termination, of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal and any party may commence litigation in relation to the dispute if it has not been resolved within 20 business days of the expert giving his or her decision.

**10.7 Litigation**

If the dispute is not finally resolved in accordance with this clause 11 of either party is at liberty to litigate the dispute.

**10.8 Continue to perform obligations**

Each party must continue to perform its obligations under this Agreement, notwithstanding the existence of a dispute.

**11. Registration on Title**

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- 11.1 Prior to the issue of the first Construction Certificate for the Development, the Developer must register this Agreement on the relevant folios of the Torrens title register held by LPMA pertaining to the Land. The Developer shall be responsible for obtaining the consent of any mortgagee or other person with an interest in the Land to such registration.
- 11.2 Upon full satisfaction of the Developer's obligations under this Agreement the Council agrees to provide a release and discharge of this Agreement with respect to the Land or any lot, including a strata lot, created on subdivision of the Land, within 10 business days of receiving a request from the Developer and to do all things reasonably necessary, including execute any necessary document, to enable the Developer to remove the notation of this Agreement on the relevant folios of the Torrens title register held by LPMA pertaining to the Land.

**12. Termination**

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12.1 This Agreement terminates on the happening of any of the following events:

- (a) the lapse of the Development Consent; or
- (b) a declaration by a Court of competent jurisdiction that the Development Consent is invalid.

**13. Escalation**

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13.1 Despite any other provision of this Agreement Section 94 and 94A of the Act will apply to a Section 96 Modification or a subsequent Development Application in respect of the Development Consent granted in respect of the Development Application if

- (a) the effect of the Section 96 Modification is that the net usable floor area of the Development exceeds the net usable floor area applied for in the Development Application or the number of apartments in the residential component of the Development exceeds the number applied for in the Development Application; and,
- (b) where the total monetary value of the Contributions for the Development calculated in accordance with Council's Section 94 Contribution Plan exceeds \$500,000.00;

**14. Notices**

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14.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is In writing and sent in one of the following ways:

- (a) Delivered or posted to that Party at its address set out below.
- (b) Faxed to that Party at its fax number set out below.
- (c) Emailed to that Party at its email address set out below.

**Council**

Address: 1 Devlin Street, Ryde, NSW

Fax Number: 9952 8070

Email: cityofryde@ryde.nsw.gov.au

**Developer**

Attention: Mr Barry Hayes

Address: 79 Wharf Road Gladesville NSW

Fax Number: 0294847611

Email: mhayes@ihug.com.au

If a Party gives the other Party 5 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

- 14.2 Any notice, consent, information, application or request is to be treated as given or made at the following time:
- (a) If it is delivered, when it is left at the relevant address.
  - (b) If it is sent by post, 2 business days after it is posted.
  - (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 14.3 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

## **15. Approvals and consent**

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

## **16. Assignment and Dealings**

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- 16.1 The Developer must not sell, transfer, assign or novate or similarly deal with ("**Dealing**") its right, title or interest in the Land (if any) or its rights or obligations under this Agreement unless, prior to any such sale, transfer, assignment, charge, encumbrance or novation, the Developer:
- (a) gives the Council no less than 10 business days notice in writing of the proposed Dealing; and
  - (b) procures that the transferee, assignee or novatee executes and delivers to the Council prior to any such Dealing taking effect, a deed in favour of the Council in form and substance acceptable to the Council (acting reasonably) whereby:
    - (i) the transferee, assignee or novatee becomes contractually bound with the Council to perform all of the Developer's obligations (including obligations which may have arisen before the transfer, assignment or novation takes effect); and
    - (ii) the Developer is released from any obligations under or by virtue of this Agreement which at the time of any proposed assignment or novation contemplated by this clause are required to be performed or satisfied by the Developer at any time from or after the date on which that assignment or novation takes effect under this Agreement.

## **17. Costs**

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- 17.1 The Developer is to bear all costs associated with the negotiations and preparation of this Agreement.

## **18. Entire agreement**

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- 18.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier, document or anything said or done by another Party or by a director, officer agent or employee of that Party, before this Agreement was executed, except as permitted by law

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**19. Further acts**

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- 19.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

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**20. Governing law and jurisdiction**

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- 20.1 This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

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**21. Joint and individual liability and benefits**

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- 21.1 Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

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**22. No fetter**

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- 22.1 Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

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**23. Representations and warranties**

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

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**24. Severability**

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

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**25. Modification**

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- 25.1 No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

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**26. Waiver**

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

**27. GST**

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- 27.1 If any Party reasonably decides that it is liable to pay GST on a supply made to the other Party under this Agreement and the supply was not priced to include GST, then the recipient of the supply must pay an additional amount equal to the GST on that supply.
- 27.2 Subject to clause 28.3, if the transfer of the Dedicated Land is a taxable supply, Council will be liable for the payment of GST on that supply.
- 27.3 Where as a result of the operation of this clause the Council is required to pay GST to the Developer, the Developer shall not require the Council to remit such GST to the Developer until 7 days after receiving an input tax credit for that GST amount. On receipt of a tax invoice from the Developer, the Council must apply for the input tax credit as soon as practicable.

**28. Force majeure**

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- 28.1 If a Party is unable by reason of force majeure to carry out wholly or in part its obligations under this deed (other than an obligation to transfer land or make a payment), it must:
- (a) give to the other Party prompt notice of the force majeure with reasonably full particulars; and
  - (b) suggest an alternative method, if any, of satisfying its obligation under this deed.
- 28.2 If a Party is unable to satisfy its obligations under this deed by an alternative method, the obligations of the Parties, and any time periods, so far as they are affected by the force majeure are then suspended during continuance of the force majeure and any further period as may be reasonable in the circumstances.
- 28.3 The Party giving such notice under this clause must use all reasonable efforts and diligence to remove the force majeure or ameliorate its effects as quickly as practicable.
- 28.4 The Parties agree that any costs associated in ameliorating a force majeure event will be apportioned, if necessary, in such manner as may be fair and reasonable.
- 28.5 The Parties agree that this force majeure provision does not apply to an obligation of a Party to transfer land or to pay money.
- 28.6 If the Parties are unable to agree on the existence of an event of force majeure or the period during which the obligations of the Parties, and any
- 28.7 time periods, are suspended during the continuance of the force majeure, that dispute must be referred for determination under clause 11.
- 28.8 The Parties agree that force majeure includes the actual commencement of any legal proceedings by any person challenging the validity of the Development Consent or any provision of this Agreement.

**29. Compliance with laws**

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- 29.1 If a Law is changed or a new Law comes into force (both referred to as New Law) and the Developer is obliged by the New Law to do something or pay an amount which it is already contractually obliged to do or pay under this Agreement then, to the extent only that the relevant obligation is required under both the New Law and this Agreement, compliance with this Agreement will constitute compliance with the New Law.

**30. Confidentiality**

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

**Voluntary Planning Agreement**

HWL Ebsworth

**Executed as an Agreement**

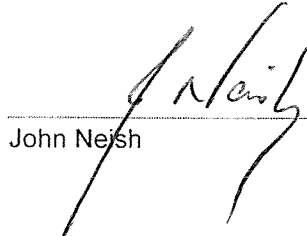
Signed by John Neish as attorney for Ryde City Council under Power of Attorney registered Book 449 No. 520 in the presence of:



Signature of witness

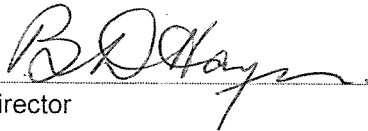


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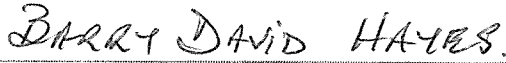


John Neish

Executed by Hayes (Holdings) Pty Limited in accordance with section 127 of the Corporations Act 2001 in the presence of:



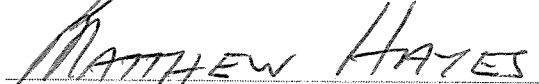
Secretary/Director



Name (please print)



Director



Name (please print)

**SCHEDULE 1**

[contains survey showing stratum lot]



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

Office Use Only

DRAFT

ISSUE B : 25-6-2010

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

Office Use Only

- 1. RIGHT OF PUBLIC FOOTWAY 4 AND 5 WIDE

Registered:

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF RIGHT OF PUBLIC FOOTWAY 4 AND 5 WIDE AFFECTING LOT 12 IN DP 4481 AND LOT 1 IN DP 776768

LGA: RYDE

Locality: RYDE

Parish: HUNTERS HILL

County: CUMBERLAND

Survey Certificate

I, GARY EDWARDS of GARY EDWARDS & ASSOCIATES PTY. LTD. P.O. Box 2572, NORTH PARRAMATTA 1750

a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: .

The survey relates to

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature .....Dated: 01-11-2010 Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: X'-Y'

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 4481 DP 776768

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

.....in approving this plan certify (Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed ..... set out herein (insert 'subdivision' or 'new road')

\* Authorised Person/\*General Manager/\*Accredited Certifier

Consent Authority: .....

Date of Endorsement: .....

Accreditation no: .....

Subdivision Certificate no: .....

File no: .....

\* Strike through inapplicable parts.

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference:2634-1

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF RIGHT OF PUBLIC FOOTWAY 4 AND 5  
WIDE AFFECTING LOT 12 IN DP 4481 AND LOT 1  
IN DP 776768

**DRAFT**

\*

Registered:

\*

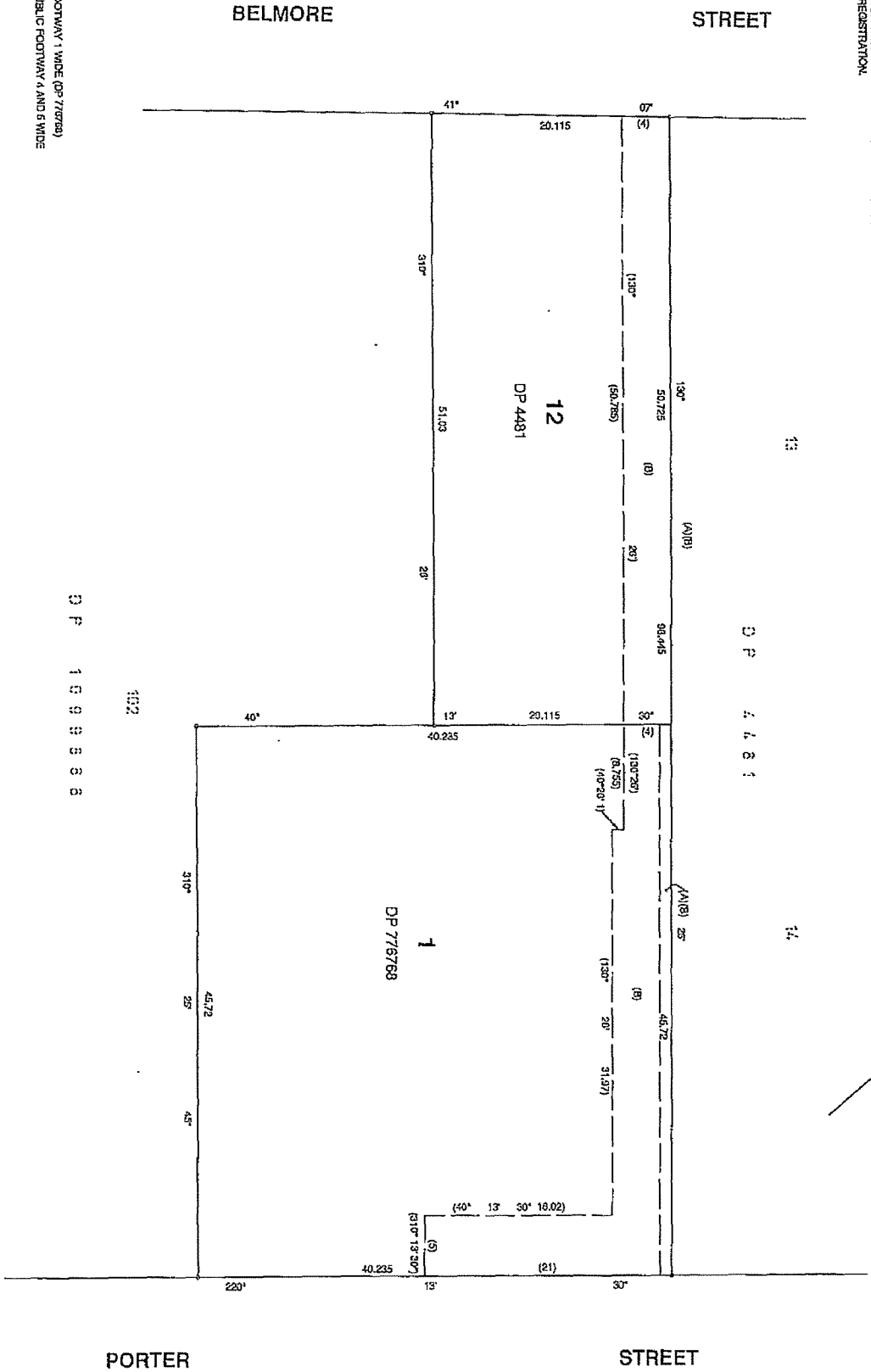
Subdivision Certificate No:

Date of Endorsement:

\* OFFICE USE ONLY

THIS PLAN IS PREPARED FROM OUR INTERPRETATION OF ARCHITECTURAL DRAWINGS AND CHANGES MAY OCCUR DURING CONSTRUCTION  
DIMENSIONS AND AREAS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY  
THIS PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY LAND AND PROPERTY INFORMATION. ALTERATIONS AND ADDITIONS WILL BE REQUIRED PRIOR TO ITS ACCEPTANCE AND RESUBMITTAL.

DRAFT PLAN  
SUBJECT TO  
FINAL SURVEY



- (A) RIGHT OF FOOTWAY 1 WIDE (DP 776768)
- (B) RIGHT OF PUBLIC FOOTWAY 4 AND 6 WIDE

DP 1099336

Surveyor: GARY EDWARDS Date of Survey: 1-11-2010 Surveyor's Ref: 2534-1	PLAN OF RIGHT OF PUBLIC FOOTWAY AFFECTING LOT 12 IN DP 4481 AND LOT 1 IN DP 776768	L.G.A.: RTOE Locality: RTOE Subdivision No: HUNTERS HILL Longitude and in metres. Reduction Ratio 1:250	Registered	DRAFT
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AMENDED: 1-11-2010

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of 2 sheets)

Plan: **DRAFT**

Plan of right of public footway 4 and 5 wide affecting  
Lot 12 in D.P. 4481 and Lot 1 in D.P. 776768

Full name and address of the  
owner of the land:

Hayes Holdings Pty Ltd  
.....  
.....

**PART 1**

No. of item shown in the intention panel on the plan	Identity of restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Right of public footway 4 and 5 wide	12/4481 1/776768	Ryde City Council

**PART 2**

**Item 1. Easement firstly referred to in the plan:**

1. The authority benefited may:

- a) allow the public by any reasonable means to pass across each lot burdened, but only within the site of this easement and only for the purpose of access between Belmore Street and Porter Street,
- b) allow the public to 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 public must:

- cause as little inconvenience as practicable to the lot burdened and any improvement on it.

3. The owners of the lot burdened must:

- a) maintain an adequate public liability insurance policy with respect to the use of the easement by the public,
- b) maintain all finishes, plantings and landscaping within the site of the easement.

Name of Authority having power to release, vary or modify the easement numbered 1 in the plan is **Ryde City Council**.

Approved by Ryde City Council

.....  
Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 2 of 2 sheets)

Plan:

Plan of right of public footway 4 and 5 wide affecting  
Lot 12 in D.P. 4481 and Lot 1 in D.P. 776768

**PART 2**

Executed by

Hayes Holdings Pty Ltd

ACN .....000168614.....

In accordance with s127 of

The Corporation Act 2001

Approved by Ryde City Council

.....  
Authorised Officer

## SCHEDULE 2

[contains list of public domain works to be constructed]

1. SCOPE OF WORK  
 600X300X60 GRANITE PAVERS  
 ON CONC SUBSTRATE - 35sqm  
 600X300X60 GRANITE BORDER  
 ON CONC SUBSTRATE - 33m  
 TWO 1200X1200 TREE BEDS  
 TWO STREET TREES

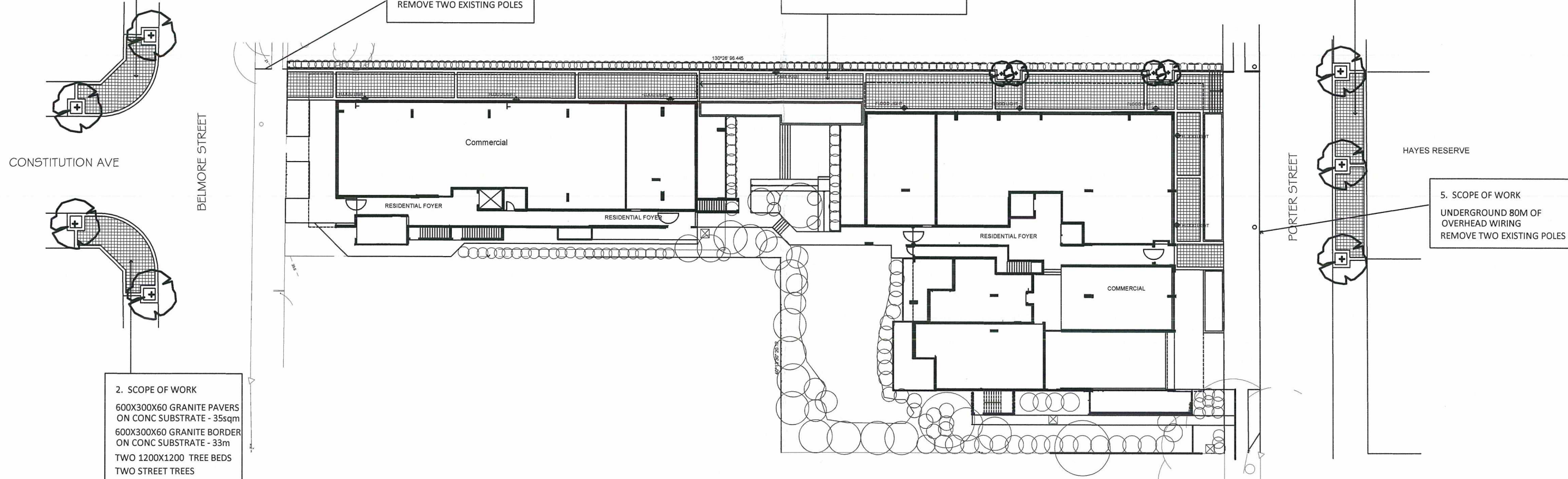
2. SCOPE OF WORK  
 600X300X60 GRANITE PAVERS  
 ON CONC SUBSTRATE - 35sqm  
 600X300X60 GRANITE BORDER  
 ON CONC SUBSTRATE - 33m  
 TWO 1200X1200 TREE BEDS  
 TWO STREET TREES

6. SCOPE OF WORK  
 UNDERGROUND 145M OF  
 OVERHEAD WIRING  
 ALLOW FOR 15M OF THIS  
 UNDERGROUNDING TO BE  
 ACROSS BELMORE ST  
 REMOVE TWO EXISTING POLES

3. SCOPE OF WORK  
 EXTRA WORKS REQUIRED FOR COUNCIL  
 FINISHES TO RIGHT OF WAY  
 600X300X60 GRANITE PAVERS - 317sqm  
 600X300X60 GRANITE BORDER - 210m  
 TWO 2400X1000 CONC BLOCK PLANTERS  
 FOUR MAGNOLIAS  
 ONE PARK POLE  
 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 80M OF  
 OVERHEAD WIRING  
 REMOVE TWO EXISTING POLES



A.B.N. 82 306 483 112  
 8 KEITH CT CHERRYBROOK NSW 2126  
 Email: brooksprojects@bigpond.com  
 Phone : (02) 94847611 Fax : (02) 94847611

**BROOKS PROJECTS**  
 architects

B 25.10.10 REVISED FOR VPA  
 ISSUE DATE CLIENT  
 SCALE: 1:200 Hayes Holdings Pty Ltd  
 DATE: 01.10.09  
 REF: BPA1002

PROJECT  
**MIXED USE RESIDENTIAL  
 COMMERCIAL DEVELOPMENT  
 2-4 PORTER ST/80 BELMORE ST  
 RYDE**

TITLE  
**VPA WORKS**

Sk20b