

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

**Plan:** Plan of subdivision of Lot 7656 DP1267799  
and easement over Lot 7945 DP1272576  
covered by Subdivision Certificate No.

(Sheet 1 of 19 Sheets)

**Full name and address  
of the owner of the land:** Woorong Park Pty Ltd  
1 Stony Creek Road  
SHANES PARK NSW 2747

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for access and maintenance 0.9 wide (E2)	8301 8302 8303 8304 8305 8306 8307 8308 8309 8310 8311 8312 8316 8317 8318 8319 8324 8325 8326 8334 8335 8336 8337 8338 8339 8340	8302 8303 8304 8305 8306 8307 8308 8309 8310 8311 8312 8313 8315 8316 8319 8320 8329 8330 8331 8333 8334 8335 8336 8337 8338 8339

.....  
(Signatory) Woorong Park Pty. Ltd.

.....  
Authorised Person  
Blacktown City Council

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**Plan:** Plan of subdivision of Lot 7656 DP1267799  
and easement over Lot 7945 DP1272576  
covered by Subdivision Certificate No.

(Sheet 2 of 19 Sheets)

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. continued	Easement for access and maintenance 0.9 wide (E2)	8341 8342 8343 8344 8345 8346 8347 8348 8349 8350 8351 8352 8354 8356 8357 8358 8359 8360 8361 8362 8363 8364 8365 8366 8368 8369 8373 8374 8375 8376	8340 8341 8342 8343 8344 8345 8346 8347 8348 8349 8350 8383 8353 8357 8358 8359 8360 8361 8362 8363 8364 8365 8366 8367 8369 8370 8372 8373 8374 8375

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**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. continued	Easement for access and maintenance 0.9 wide (E2)	8377 8378 8379 8380 8381 8382 8383	8376 8377 8378 8379 8380 8381 8382
2.	Easement for access and maintenance 0.9 wide (E22)	8354 8355	8356 8356
3.	Easement for access and maintenance 1.5 wide (E21)	8318 8319	8327 8327
4.	Easement to drain water 1.5 wide (E1)	8316 8315 8314 8320 8319 8318 8323 8324 8325 8326 8332	8317 8316, 8317 8315-8317 incl 8321 8320, 8321 8319-8321 incl 8322 8322, 8323 8322-8324 incl 8322-8325 incl 8322-8326 incl

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**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
5.	Easement to drain water 3.5 wide (E6)	7945/1272576	Blacktown City Council
6.	Right of access 2.5 wide & variable (E4)	8322 8323 8324 8325	8323 8322 8325 8324
7.	Easement for services 2.5 wide & variable (E5)	8322 8323 8324 8325	8323 8322 8325 8324
8.	Positive covenant (P)	Pts. 8323-8326 incl, & Pts. 8333-8351 incl. desig. (P)	Blacktown City Council
9.	Restriction on the use of land	each lot except 8384	every other lot except 8384
10.	Restriction on the use of land	each lot except 8384	every other lot except 8384
11.	Positive covenant	8301-8383 incl	Blacktown City Council
12.	Restriction on the use of land	8301-8383 incl	Blacktown City Council
13.	Restriction on the use of land	8301-8383 incl	Blacktown City Council
14.	Restriction on the use of land	8303, 8304, 8306-8309 incl. 8311-8313 incl. 8353, 8357, 8358, 8360- 8363 incl.	Blacktown City Council

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**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
14. continued	Restriction on the use of land	8366, 8373, 8376-8379 incl. & 8381-8383 incl.	Blacktown City Council
15.	Restriction on the use of land	8301-8383 incl	Blacktown City Council
16.	Restriction on the use of land	8321-8326 incl	Every other Lot except 8384
17.	Easement for padmount substation 2.75 Wide (E3)	8371	Epsilon Distribution Ministerial Holding Corporation
18.	Restriction on the use of land (R1)	Pts. 8370, 8371 desig. (R1)	Epsilon Distribution Ministerial Holding Corporation
19.	Restriction on the use of land (R2)	Pts. 8370, 8371 desig. (R2)	Epsilon Distribution Ministerial Holding Corporation
20.	Restriction on the use of land (R)	Pts. 8325 & 8326 & Pts. 8333-8351 incl. desig. (R)	Every other Lot except 8384

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**Part 2 (Terms)**

**1. Terms of Easements for Access & Maintenance 0.9 wide (E2), (E22) numbered one & two and 1.5 wide (E21) numbered three in the abovementioned plan**

1.1 The owner of the lot benefited may:

- (a) use the easement site to assist in undertaking any works on the lot benefited including construction, repair, painting, landscaping and maintenance;
- (b) enter onto the lot burdened to inspect and survey any structure on the lot benefited; and
- (c) do anything reasonably necessary for those purposes, including:
  - entering the lot burdened;
  - taking anything on to the lot burdened; and
  - carrying out works within the site of this easement.

1.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvements on it;
- (d) restore the lot burdened as nearly as practicable to its former condition; and
- (e) make good any collateral damage.

1.3 The owner of the lot burdened must not :-

- (a) allow any building or other structure to be erected or placed on the easement site except an eave or gutter of the main building on the lot burdened or any permanent underground services to the main building;
- (b) carry out any excavation or filling greater than 500mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property.

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**Part 2 (Terms)**

The grant of this easement is made subject to the right of the owner of the lot burdened to carry out repairs and maintenance or improvements to any landscaping within the site of the easement including installing a security gate across the easement site from the building structure on the lot burdened.

The owner of the burdened lot and the owner of the benefited lot acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the easement for access and maintenance and any dispute is a civil matter to be resolved between the relevant parties"

**2. Terms of Easement to Drain Water 1.5 wide (E1) numbered four in the abovementioned plan**

Easement to Drain Water within the meaning of Part 3 of Schedule 8 of the Act as amended.

**3. Terms of Easement to Drain Water 3.5 wide (E6) numbered five in the abovementioned plan**

Easement to Drain Water within the meaning of Part 3 of Schedule 4A of the Act as amended.

**4. Terms of Right of Access 2.5 wide & variable (E4) numbered six in the abovementioned plan**

Right of Access within the meaning of Part 14 of Schedule 8 of the Act as amended.

**5. Terms of Easement for Services 2.5 wide & variable (E5) numbered seven in the abovementioned plan**

Easement for Services within the meaning of Part 11 of Schedule 8 of the Act as amended.

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**Part 2 (Terms)**

**6. Terms of Positive Covenant (P) numbered eight in the abovementioned plan**

6.1 The owners of the lots burdened covenant with Blacktown City Council (Council) to maintain and repair the retaining wall on the burdened lot(s) located within the area designated (P) in accordance with the following terms and conditions:

- (a) Each owner of a lot burdened will, at their cost, maintain and repair and keep the retaining wall maintained and repaired, so that the retaining wall functions in a safe and effective manner as determined by Council.
- (b) For the purpose of ensuring compliance with this covenant, Council may by its servants or agents at any reasonable time and upon giving an owner of a burdened lot not less than 2 days' notice (but at any time without notice in the case of an emergency), enter the land and view the state of construction, maintenance or repair of the retaining wall on the burdened lot and any works on the burdened lot.
- (c) By written notice Council may require each owner of a burdened lot to attend to any matter or carry out any work within such time as Council may require to ensure the proper and efficient performance of the retaining wall on that owner's burdened lot.
- (d) Section 88F(2)(a) of the Act will apply to any works performed under clause 6(c).
- (e) Pursuant to section 88F (3) of the Act, Council has the following additional powers:
  - (i) In the event that an owner of a burdened lot fails to comply with the terms of any written notice issued by Council as set out in 6(c) above, Council or
  - (ii) its authorised agents may enter that burdened lot with all necessary equipment and carry out any work which Council in its discretion considers reasonable;
  - (iii) Council may recover from each owner of a burdened lot:

.....  
(Signatory) Woorong Park Pty. Ltd.

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Blacktown City Council



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**Part 2 (Terms)**

1. any expense reasonably incurred by Council in exercising its powers under clause 6(e)(i) in respect of that owner's lot. For the purposes of this clause 6(e)(ii)(1) such expense will include, without limitation:
    - i. reasonable wages for Council's employees engaged in effecting, supervising and administering the works ; and
    - ii. any costs reasonably incurred by Council in connection with the works.
  2. legal costs on an indemnity basis for issuing any notice and for recovering any cost or expense (including any cost associated with registering a covenant charge on the relevant burdened lot pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act).
- (f) This covenant shall bind all persons who claim under the owners of the lots burdened as stipulated in Section 88E(5) of the Act.
- (g) For the purposes of this positive covenant "the Act" means the Conveyancing Act 1919 (NSW) (as amended from time to time).
- 7. Terms of Restriction on the Use of Land numbered nine in the abovementioned plan**
- 7.1 In this restriction on use of land, the following expressions have the following meaning:
- (a) Woorong Park means Woorong Park Pty Ltd ACN: 094 493 428 and each of its successors and assigns excluding purchasers on sale.
- 7.2 No dividing fence shall be erected on the lot burdened unless it is erected without expense of Woorong Park its successors and assigns other than purchasers on sale.
- 7.3 No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generally thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.

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**Part 2 (Terms)**

- 7.4 No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- 7.5 No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
- 7.6 No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
- 7.7 No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Woorong Park having been given to the registered proprietor of the lot burdened. The required approval may be given or withheld at the absolute discretion of Woorong Park BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the dwelling on the relevant lot burdened is for sale IF:-
- (a) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
  - (b) any such sign is painted and/or decorated in its entirety by a professional signwriter.
- 7.8 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used on connection with the erection of a dwelling on the relevant lot burdened.
- 7.9 No building shall be permitted to be constructed on the lot burdened not shall the construction of any building be permitted to continue on the lot burdened unless the lot burdened is maintained in clean and tidy condition as is practicable having regard to the nature of the construction on the lot burdened.
- 7.10 No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.

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**Part 2 (Terms)**

- 7.11 No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
- (a) not visible from any public road and/or place; or is
  - (b) screened from any public road and/or place in a manner approved by Woorong Park.
- 7.12 No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
- 7.13 No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
- 7.14 No visually obtrusive & unsightly items such as hot water storage tanks, rain water tanks, utility metres, roof and window mounted A/C units, condensers, solar roof collectors, A/C service lines, clotheslines, aerials, gardens sheds etc are not to be directly visible from the street/public places and should have a minimal visual impact on an adjacent dwelling including their private open space.
- 7.15 No shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens is to be constructed, installed or maintained on or in a lot burdened.
- 7.16 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view outside the lot burdened and do not omit odours.
- 7.17 No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened;
  - (b) in an area designated as being an area where a vehicle may be parked.

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**Part 2 (Terms)**

**Name of party empowered to release vary or modify terms of restriction numbered ten in the plan is Woorong Park Pty Ltd ACN: 094 493 428 whilst ever it owns any lot or any part of any lot in the plan.**

**8. Terms of Restriction on the Use of Land numbered ten in the abovementioned plan**

8.1 In this restriction on use of land, the following expressions have the following meaning:

- (a) Newpark Design Guidelines means design essentials for the carrying out of development on the land the subject of the plan published by Woorong Park from time to time;
- (b) Woorong Park Pty Ltd ACN: 094 493 428 and each of its successors and assigns excluding purchasers on sale.

8.2 No building shall be constructed on the lot burdened unless the dwelling to be constructed, external materials, colours and finishes including roof tiles and bricks of the dwelling, fencing and landscaping have been designed in accordance with the Newpark Design Guidelines.

8.3 No driveway shall be constructed on the lot burdened unless such driveway is constructed of materials and is of a colour which complies with the Newpark Design Guidelines.

8.4 No garage shall be erected forward of the main dwelling façade on the lot burdened unless the garage design complies with the Newpark Design Guidelines.

8.5 No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless it complies with the requirements of the Newpark Design Guidelines.

**Name of Party empowered to release vary or modify terms of restriction numbered eleven in the plan is Woorong Park ACN: 094 493 428 whilst ever it owns any lot or any part of any lot in the plan.**

.....  
(Signatory) Woorong Park Pty. Ltd.

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Authorised Person  
Blacktown City Council

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**Part 2 (Terms)**

**8. Terms of Positive Covenant numbered eleven in the abovementioned plan**

At the issue of Subdivision Certificate and in perpetuity the burdened Lot(s) shall be managed as Inner Protection Areas (IPA) as outlined within Section 4.1.3 and Appendix 5 of "Planning for Bush Fire Protection 2006" and the NSW Rural Fire Service's document "Standards for Asset Protection Zones".

**9. Terms of Restriction on the use of land numbered twelve in the abovementioned plan**

No building shall be constructed on the lot(s) hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternately on footings or slab designed by a Chartered Professional Engineer to the requirements and satisfaction of Blacktown City Council

**10. Terms of Restriction on the use of land numbered thirteen in the abovementioned plan**

No building shall be constructed on the lot(s) hereby burdened unless constructed on footings or slab designed by a Chartered Professional Engineer in accordance the Salinity Assessment Report prepared by XXXXX?  
to the requirements and satisfaction of Blacktown City Council

**11. Terms of Restriction on the use of land numbered fourteen in the abovementioned plan**

No building shall be constructed on the lot(s) hereby burdened unless constructed in accordance with the approved specified Building Envelope Plans Ref. X14419-P7-DA-3-1 Rev 9, sheet 10 of 17 dated 19 August 2020 held on file SPP-17-00046/MOD-20-00196.

**12. Terms of Restriction on the use of land numbered fifteen in the abovementioned plan**

The wall of any dwelling erected on the Lot(s) hereby burdened is not to be located within 900mm of the side boundary unless there is a registered maintenance easement on the adjoining property extending the length of the wall.

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**Part 2 (Terms)**

**13. Terms of Restriction on the Use of Land numbered sixteen in the abovementioned plan**

No dwellings will be permitted to be constructed or to remain on the lot(s) hereby burdened other than double storey dwellings.

**14. Terms of Easement for Padmount Substation (E3) 2.75 wide numbered seventeen in the abovementioned plan**

The terms set out in Section 1 of Memorandum N<sup>o</sup> AR578978 are incorporated into this document.

**15. Terms of Restriction on the Use of Land (R1) numbered eighteen in the abovementioned plan**

The terms set out in Section 8 of Memorandum No. AR578978 are incorporated into this document.

**16. Terms of Restriction on the Use of Land (R2) numbered nineteen in the abovementioned plan**

The terms set out in Section 9 of Memorandum No. AR578978 are incorporated into this Document

**17. Terms of Restriction on the Use of Land (R) numbered twenty in the abovementioned plan**

17.1 In this restriction on the use of land, the following expression has the following meaning

(a) Woorong Park Pty Ltd ACN: 094 493 428 (**Woorong Park**) and each of its successors and assigns.

17.2 Woorong Park has planted native Australian trees and shrubs (**vegetation**) in the area designated (R) between the retaining wall and the and the rear boundary of the lot burdened (**vegetation area**)

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**Part 2 (Terms)**

- 17.3 Subject to the terms of this restriction, the owner of the lot burdened must not damage or remove the vegetation planted in the vegetation area.
- 17.4 The owner of the lot burdened must, at all times, maintain the vegetation planted in the vegetation area, such maintenance is to include watering and keeping the vegetation area tidy and free of rubbish.
- 17.5 If any of the vegetation in the vegetation area dies, the owner of the lot burdened must replace it with the same of similar native Australian trees and shrubs, as placed by Woorong Park.
- 17.6 In the event the owner of the lot burdened does not comply with its obligations under this restriction, Woorong Park and its contractors may enter the vegetation area for the purpose of carrying out any necessary maintenance, planting or work required to be done under this restriction.
- 17.7 This restriction will be in effect for as long as Woorong Park owns:
- (a) a lot in the plan; or
  - (b) a lot in any subdivision of a residual lot in the plan; or
  - (c) any lot in the project known as "Newpark", Melonba.

**Name of Authority whose consent is required to release, vary or modify terms of Easements, Restrictions and Positive Covenants numbered one, two, three, four, five, eight & eleven to fifteen inclusive in the abovementioned plan**

Blacktown City Council.

**Name of Authority whose consent is required to release, vary or modify terms of Easements and Restrictions numbered seventeen, eighteen and nineteen in the abovementioned plan**

Epsilon Distribution Ministerial Holding Corporation

**Name of persons whose consent is required to release, vary or modify terms of Restrictions numbered sixteen and twenty in the abovementioned plan**

Woorong Park Pty Ltd.

.....  
(Signatory) Woorong Park Pty. Ltd.

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Authorised Person  
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(Sheet 16 of 19 Sheets)

I certify that the attorney signed this instrument in my presence

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to clause 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)

.....  
Signature of Witness

.....  
Signature of Attorney

.....  
Name of Witness

Name and position of Attorney:  
Manager Property and Fleet

.....  
Address of Witness:  
c/- Endeavour Energy  
51 Huntingwood Drive  
HUNTINGWOOD NSW 2148

Power of Attorney: Book                      N<sup>o</sup>

Signing on behalf of:  
Endeavour Energy Network Asset Partnership  
ABN 30 586 412 717

Endeavour Energy reference:  
.....

Date of signature: .....

.....  
(Signatory) Woorong Park Pty. Ltd.

.....  
Authorised Person  
Blacktown City Council



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and easement over Lot 7945 DP1272576  
covered by Subdivision Certificate No.

(Sheet 17 of 19 Sheets)

Executed on behalf of the Corporation named below  
by the authorised persons whose signatures appear  
below pursuant to the authority specified.

Corporation: Woorong Park Pty Ltd ACN 094 493 428  
Authority: Section 127 Corporations Act 2001

.....  
Signature of authorised person:

.....  
Name of authorised person:  
Office held: Sole Director / Secretary

.....  
.....  
Address of authorised person:

.....  
(Signatory) Woorong Park Pty. Ltd.

.....  
Authorised Person  
Blacktown City Council

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

**Plan:** Plan of subdivision of Lot 7656 DP1267799  
and easement over Lot 7945 DP1272576  
covered by Subdivision Certificate No.

(Sheet 18 of 19 Sheets)

Executed on behalf of the Corporation named below  
by the authorised persons whose signatures appear  
below pursuant to the authority specified.

Corporation: MCH Agency Services Pty Ltd ACN 636 392 928 being the  
Mortgagee under Mortgage numbers AR 288328 & AR472522

Authority: Section 127 Corporations Act 2001

.....  
Signature of authorised person:

.....  
Signature of authorised person:

.....  
Name of authorised person:  
Office held: Director

.....  
Name of authorised person:  
Office held: Director / Secretary

.....  
Address of authorised person:

.....  
Address of authorised person:

.....  
(Signatory) Woorong Park Pty. Ltd.

.....  
Authorised Person  
Blacktown City Council

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

**Plan:** Plan of subdivision of Lot 7656 DP1267799  
and easement over Lot 7945 DP1272576  
covered by Subdivision Certificate No.

(Sheet 19 of 19 Sheets)

Blacktown City Council by its authorised delegate  
pursuant to s.377 Local Govt. Act, 1993

.....  
Signature of delegate

.....  
Name of delegate

I certify that I am an eligible witness and that the delegate signed in my presence.

.....  
Signature of Witness

.....  
Name of Witness

.....  
Address of Witness

.....  
(Signatory) Woorong Park Pty. Ltd.

.....  
Authorised Person  
Blacktown City Council