

**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Historical Search Copy


R.W. Muir
Registrar-General
of Land

Identifier SA48C/911
Land Registration District South Auckland
Date Issued 24 June 1991

Prior References
SA47A/945

Estate	Fee Simple
Area	1.7083 hectares more or less
Legal Description	Lot 10 Deposited Plan South Auckland 57793

Original Proprietors
Barry Joseph Were, Wilhelmina Elisabeth Were and Andrew Robert Griffith

Interests

B026988.3 Building Line Restriction - 24.6.1991 at 2.15 pm

Subject to a right of way over part marked A on DPS 57793 specified in Easement Certificate B026988.5 - 24.6.1991 at 2.15 pm

Appurtenant hereto is a right of way specified in Easement Certificate B026988.5 - 24.6.1991 at 2.15 pm

The easements specified in Easement Certificate B026988.5 are subject to Section 309 (1) (a) Local Government Act 1974

Land Covenant in Transfer B059454.2 - 19.12.1991 at 11.11 am

B539539.3 Mortgage to ASB Bank Limited - 23.4.1999 at 2.04 pm

Subject to a right of way over part marked A on DP 341342 created by Easement Instrument 6411814.2 - 9.5.2005 at 9:00 am

The easements created by Easement Instrument 6411814.2 are subject to Section 243(a) Resource Management Act 1991

References

Prior C/T 47A/945

Land and Deeds 69

Transfer No.

N/C. Order No. B.026988.4



REGISTER

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 24th day of June one thousand nine hundred and ninety one under the seal of the District Land Registrar of the Land Registration District of SOUTH AUCKLAND

WITNESSETH that PINKLAN HOLDINGS LIMITED

is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 1.7083 HECTARES more or less situated in Block XVI Newcastle Survey District being Lot 10 on Deposited Plan S.57793



ASSISTANT LAND REGISTRAR

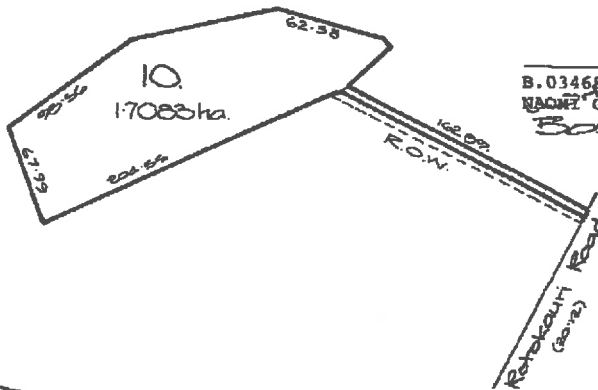
THIS CERTIFICATE IS AFFECTED BY THE FOLLOWING INTERESTS AS AT THE DATE OF ISSUE

Subject to a Building Line Restriction 20 metres from the middle line of the Right of Way fronting the within land imposed by B.026988.3

B.026988.5 Easement Certificate certifying the following Right of Way to be the easement intended to be created by the operation of Section 90A Land Transfer Act 1952 LOTS ON DPS.57793

Servient Tenement	Marked	Dominant Tenement
Lot 10 (Herein)	A	Lots 11 and 12 (C'sT 48C/912, 48C/913)
Lot 11 (CT 48C/912)	B	Lot 10 (Herein)

- 24.6.1991 at 2.15 o'c
Subject to Section 309(1)(a) Local Government Act 1974



B.034687 created by JOHN RAYMOND HIGGINS AND NAOMI GRACE HIGGINS - 2.8.1991 at 11.43 o'c B.059454 for A.L.R.

The easement referred to in Easement Certificate B.026988.5 relative to Lot 11 DPS.57793 (CT 48C/912) was created by Transfer B.058174

B.059454.2 Transfer to John Raymond Higgins of Hamilton company director and Naomi Grace Higgins his wife - 19.12.1991 at 11.11 o'c

for A.L.R.

Measurements are Metric

Hamilton City.

OVER . . .

REGISTER

CERTIFICATE OF TITLE No. 48C / 911

Land Covenant in Transfer B.059454.2

DISCHARGED for A.L.R.

B.092415 Mortgage to Bank of New Zealand
-16.7.1992 at 11.15 o'c

For [Signature]

B539539.2 Transfer to Barry Joseph
Were, Wilhelmina Elisabeth Were and
Andrew Robert Griffith

B539539.3 Mortgage to ASB Bank Limited

all 23.4.1999 at 2.04

[Signature]
for RGL



148781-48,000/5/90N K

Approved by Registrar-General of Land under No. 2002/6055

Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952 **EI 6411814.2 Easement I**

Land registration district

SOUTH AUCKLAND



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Grantor

Surname(s) must be underlined or in CAPITALS.

Wayne John COLLINSON, Miranda Margaret COLLINSON and Christopher David AULD
the registered proprietors of Lots 1 & 2 on DP 341342 (continued on annexure schedule)

Grantee

Surname(s) must be underlined or in CAPITALS.

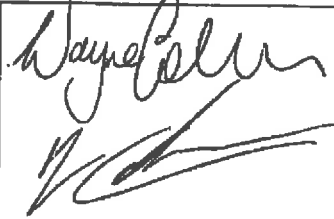
Wayne John COLLINSON, Miranda Margaret COLLINSON and Christopher David AULD

Grant* of easement or profit à prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).


Dated this 5th day of May 2005

Attestation



Signature [common seal] of Grantor

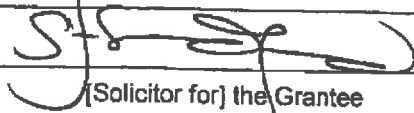
Signed in my presence by the Grantor and Grantee
Dorothy M. Auld
Signature of witness
Witness to complete in BLOCK letters (unless legibly printed)
Witness name Dorothy M Auld
Occupation Home Executive
Newton Road
Address RD 10 WHAWGAREI
NORTHLAND



Signature [common seal] of Grantee

Signed in my presence by the Grantee
& Grantor Christopher David Auld
Signature of witness Robyn Poole
Witness to complete in BLOCK letters (unless legibly printed)
Witness name ROBYN POOLE
Occupation RESEARCH ASSISTANT
Address 10 TOLE ST
PONSONBY AKL

Certified correct for the purposes of the Land Transfer Act 1952.


[Solicitor for] the Grantee

DEI 170074-075
SA/BCP/11-912
A50+4

*If the consent of any person is required for the grant, the specified consent form must be used.



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated

[Empty box for date]

Page 1 of 1 pages

(Continue in additional Annexure Schedule, if required.)

CONTINUATION OF GRANTOR

Gregory Stanton BENFELL and Diana May BENFELL as registered proprietors of Lot 11 on DP 57793 (SA48C/912) and Barry Joseph WERE, Wilhelmina Elisabeth WERE and Andrew Robert GRIFFITH as registered proprietors of Lot 10 on DPS 57793 (SA48C/911)

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

[Handwritten signatures and initials: GSB, J, BSW, J, WERE, GRIFFITH, etc.]

Approved by Registrar-General of Land under No. 2002/6055
Annexure Schedule 1



Easement instrument

Dated

[]

Page **1** of **5** pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way Right of Way	A on DP 341342 B on DP 341342	Lot 10 DPS 57793 482/911 Lot 11 DPS 57793 482/912	Lot 2 DP 341342 170015 Lot 2 DP 341342 170015
Right to Convey Electricity, Water	E on DP 341342	Lot 1 DP 341342 170014	Lot 2 DP 341342 170015

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Delete phrases in [] and insert memorandum number as required.
 Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are [varied] [negatived] [added to] or [substituted] by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

[the provisions set out in Annexure Schedule 2].

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
 Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

[Annexure Schedule 2].

All signing parties and either their witnesses or solicitors must sign or initial in this box

[Handwritten signatures and initials: J.B. Gibbs, RSW, M.A., J.S.N.]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated []

Page [] of 4 Pages

(Continue in additional Annexure Schedule, if required.)

RIGHTS AND POWERS

Right of Way

The same rights and powers as set out in paragraph 6 of the First Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952 except that:-

(a) Paragraph 2(c) of the said Ninth Schedule to the Property Law Act 1952 is deleted and substituted by the following provision:-

2(c)(i) The right to an equal contribution from other occupiers towards the cost of maintenance, upkeep and repair of the driveway to an appropriate standard provided however that where any maintenance, upkeep or repair is necessary because of any act or omission by the grantor or the grantee then such maintenance, upkeep or repair must be carried out promptly by that grantor or grantee at the sole cost of that grantor or grantee or in such proportion as relates to the act or omission.

2(c)(ii) The Grantee will:-

- (a) Seal and maintain that part of the easement facility that is from the dominant land to the present formed portion of the right of way within the areas "A" and "B" shown on Deposited Plan 341342.
- (b) Erect a gate between the easement facility and the dominant land.
- (c) Place a culvert pipe under the new formed portion of the easement facility formed by the Grantee and will maintain that culvert pipe so that it does not cause a nuisance to any Grantor.
- (d) Landscape, contour and maintain the bank portion of the easement facility which is to be removed by the Grantee to enable access to be gained to the easement facility from the dominant land.

(b) Paragraph 6.1 of the First Schedule to the Land Transfer Regulations 2002 is deleted and substituted by the following provision:-

6.1 A right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the easement facility from that point 66 metres from the Rotokauri Road entrance and that the Grantor and Grantee acknowledge that the use of the easement facility will be limited to one residential dwelling situated on the dominant land.

(c) Paragraph 6.2 of the First Schedule to the Land Transfer Regulations 2002 is deleted and substituted by the following provision:-

6.2 The right to go over and along the easement facility as defined in paragraph 6.1 as amended herein includes the right to go over and along the easement facility with or without any kind of:-

- (i) Vehicle, machinery or implement; or
- (ii) Domestic animal, or (if the servient land is rural land) farm animal

Provided however that the Grantee shall use the easement facility for residential use only to the intent that it may be used for service and delivery vehicles.

Right to Convey Electricity

The same rights and powers as set out in paragraph 7 of the Fourth Schedule to the Land Transfer Regulations 2002 provided however that in respect of the right to convey water the Grantee shall be solely responsible for the repair, maintenance and

All signing parties and either their witnesses or solicitors must sign or initial in this box

[Handwritten signatures and initials in a box]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page

of

4

Pages

(Continue in additional Annexure Schedule, if required.)

associated costs of the water pump situated on Lot 1 DP 341342 (shown on the said plan marked E) so as to keep the said water pump in good order and to prevent it from becoming a danger or nuisance.

Right to Convey Water

The same rights and powers as set out in paragraph 3 of the Fourth Schedule to the Land Transfer Regulations 2002.

Together with, in respect of all the said easements, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002 save that

- (a) Any maintenance, repair, or replacement of any easement facility in respect of any easement set out herein that is necessary because of any act or omission by the grantor of the grantee as defined in paragraph 1 of Schedule 4 to the Land Transfer Regulations 2002) must be carried out promptly by that grantor or grantee at the sale cost of that grantor or grantee, or in such proportion as relates to the act or omission.
- (b) All easement facilities in respect of the within easements, other than the easements of right of way, shall be placed under and within the ground comprising the stipulated course.
- (c) Where there is conflict between the rights, powers, terms, covenants or restrictions herein (the modifications) and the provisions of Schedule 4 to the Land Transfer Regulations 2002 and/or the provisions of the Ninth Schedule to the Property Law Act 1952 then the modifications shall prevail.

SIGNED by the Grantors
GREGORY STANTON BENFELL
and DIANA MAY BENFELL
in the presence of:-

Signature of witness

Witness name John Maverman
Occupation Solicitor
Address Hamilton

SIGNED by the Grantors BARRY JOSEPH
WERE and WILHELMINA ELISABETH
WERE in the presence of:-

Signature of witness

Witness name J.N. VELSEBOER
Occupation PENSIONER
Address 13 SHANNON PK
NAWTON

All signing parties and either their witnesses or solicitors must sign or initial in this box

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page of 4 Pages

(Continue in additional Annexure Schedule, if required.)

SIGNED by the Grantors
ANDREW ROBERT GRIFFITH
in the presence of:-

Signature of witness

Witness name

David Simpson

Occupation

Salesman

Address

660 River Rd,
Hamilton.

All signing parties and either their witnesses or solicitors must sign or initial in this box

3879330
WLLT

Approved by Registrar-General of Land under No. 2003/6150
Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



Insert type of instrument
"Caveat", "Mortgage" etc

[Empty box for instrument type]

Page **1** of **1** pages

Consentor
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ASB Bank Limited	Mortgagee under Mortgage B. 539539.3 in respect of CT 48C/911
-------------------------	--

Consent
Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~

~~section~~ _____ of the _____ Act _____

~~[Without prejudice to the rights and powers existing under the interest of the Consentor]~~

the Consentor hereby consents to:

Deposit of subdivisional plan DP 341342 including the easements set out on DP 341342

Dated this _____ day of **28 APR 2005**

Attestation

<p>SIGNED by ASB BANK LIMITED by its Attorney</p> <p><i>[Signature]</i> BRENDA ANNE WATERS</p> <p>in the presence of:</p> <p>Witness: GEORGE TAMARUA <i>[Signature]</i> Bank Officer, AUCKLAND</p>	<p>Signed in my presence by the Consentor</p> <p><i>[Signature]</i></p> <p>Signature of Witness _____</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name GEORGE TAMARUA</p> <p>Occupation _____</p> <p>Address Bank Officer AUCKLAND</p>
Signature of Consentor	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Brenda Anne Waters of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of
Manager Security Alterations and Settlements, Lending Services, with
ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or
information of the revocation of that appointment by the winding up of
the said company or otherwise.



Brenda Anne Waters

SIGNED at Auckland this day of 28 APR 2005 200

ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Mary Magdaline McCormick of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of
Manager Security Alterations and Settlements, Lending Services, with
ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or
information of the revocation of that appointment by the winding up of
the said company or otherwise.



Mary Magdaline McCormick

SIGNED at Auckland this *2nd* day of *may* 200*5*

Approved by Registrar-General of Land under No. 2003/6150
Annexure Schedule - Consent Form
 Land Transfer Act 1952 section 238(2)



Insert type of instrument
 "Caveat", "Mortgage" etc

[Empty box for instrument type]

Page **1** of **1** pages

Consentor
 Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
 (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ASB Bank Limited	Mortgagee under Mortgage B 584664.2 in respect of CT SA48C/912
-------------------------	---

Consent
 Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
 Delete words in [] if inconsistent with the consent.
 State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~

~~[section of the Act]~~

~~[Without prejudice to the rights and powers existing under the interest of the Consentor]~~

the Consentor hereby consents to:

Deposit of subdivisional plan DP 341342 including the easements set out on DP 341342

Dated this 2nd day of May 2005

Attestation

<p><i>Melomick</i> SIGNED by ASB BANK LIMITED by its Attorney MARY MAGDALINE MCCORMICK without prejudice to the rights and powers existing under the interest of the Consentor</p> <p>in the presence of: Witness: ROBYN MARSHALL Bank Officer, AUCKLAND</p>	<p>Signed in my presence by the Consentor</p> <p>_____ Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature of Consentor</p>	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

B059454.2T New Zealand

MEMORANDUM OF TRANSFER

(a) PINKLAN HOLDINGS LIMITED a duly incorporated company having its registered office at Hamilton (hereinafter called "the transferor") registered as the proprietor of an estate in fee simple

subject however, to such encumbrances, liens and interests as are notified by memoranda underwritten or enclosed hereon, in all that piece of land situate in the Land Registration District of South Auckland containing 1.7083 hectares

NEW ZEALAND STAMP DUTY ACT
09/12/9100334001 NON-ABLE 4.00

be the same a little more or less situated in Block XVI Newcastle Survey District being Lot 10 on Deposited Plan S.57793 and being all the land in Certificate of Title Volume 48C Folio 911 (South Auckland Registry) SUBJECT TO building line restriction imposed by B.026988.3 and Section 309(1)(a) Local Government Act 1974 and SUBJECT TO AND TOGETHER WITH the rights of way created by Easement Certificate B.026988.5 (in this instrument called "Lot 10")

(b) The transferor has subdivided part of the land previously comprised in Certificates of Title 656/27, 33B/181, 46D/354 and 46D/355 into Lots as shown on Deposited Plans S.57793, S.57794 and S.57795 (in this instrument called "the plans") with the intention that each of these Lots should be subject to and have the benefit of a building scheme and be subject in perpetuity to a covenant for the observance of the restrictive stipulations set forth in the First Schedule to this instrument by the owners and occupiers for the time being of the Lot so subject for the benefit of each of the others of those Lots that covenant to be enforceable by the owners and occupiers of each of those other Lots.

(c) By agreement for sale and purchase dated the 1st day of July 1991 the transferor agreed to sell and JOHN RAYMOND HIGGINS of Hamilton, company director and NAOMI GRACE HIGGINS his wife (in this instrument called "the transferee") agreed to purchase Lot 10 subject to the building scheme described in recital (b) and upon the conditions thereof the parties entered into the covenants contained in this transfer.

TRANSFER, MORTGAGE, LEASE, ASSIGNMENT and AGREEMENT stamp (for District) S. 57793 91
Dist. Commissioner of Land

NOW THEREFORE this instrument witnesses that in pursuance of the premises and
IN CONSIDERATION of the sum of EIGHTY FIVE THOUSAND DOLLARS (\$85,000.00)

~~(which sum includes \$_____ for chattels)~~

paid to (as acknowledged) by the transferee to the transferor the transferor transfers
to the transferee all its estate and interest in all that piece of land containing
1.7083 hectares more or less being Lot 10 on Deposited Plan S.57793 and being the
whole of the land comprised and described in Certificate of Title Volume 48C Folio
911 (South Auckland Registry)

~~(the receipt of which sum is hereby acknowledged) DO _____ HEREBY TRANSFER to the said _____~~

~~all _____ estate and interest in the said piece
of land above described _____~~

AND

- (i) The transferee covenants in respect of Lot 10 with the transferor for the benefit of every part of all the other lots which are shown on the plans (and which in this instrument are called "the other lots") and are more particularly described in the Second Schedule to this instrument to observe in perpetuity the restrictive stipulations to the intent that Lot 10 shall be forever subject to this covenant.
- (ii) The transferor covenants with the transferee:
- (a) To obtain from the transferee purchaser or lessee of each of the other lots execution of the like covenant in respect of that lot with the transferees for the benefit of every part of Lot 10 to observe in perpetuity the restrictive stipulations.
- (b) Generally to do all things necessary so as to ensure that the other lots together with Lot 10 shall be subject to the building scheme referred to in recital (b) to this instrument.
- (c) It is declared that the term "restrictive stipulations" where used in this instrument means the stipulations set forth in the First Schedule of this instrument.

~~(iii) The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor.~~

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FIRST SCHEDULE

- (1) Not to use or permit the property to be used for any purpose other than residential.
- (2) Not to erect or place on the property any caravan, tent, shed or other temporary structure of any kind.
- (3) Not to use in the erection or repair of any dwelling on the property any secondhand or used building materials in the walls, roof or other external surfaces.
- (4) Not to place any rubbish or fill over the edge of any gully on the property.
- (5) Not to erect or permit to be erected on the property any building other than a single dwelling house with an area of not less than 1450 square feet (excluding the garage or carport) together with any carport and/or garage or other building ancillary to a residential dwelling such dwelling and ancillary buildings excluding driveways, landscaping, fencing or other improvements to have a current contract replacement cost of not less than a base figure of \$125,000 including GST as at 1st January 1990 adjusted by movement of the New Zealand Institute of Valuers Modal Housing Cost Index from that date to the date of erection.
- (6) Not to personally reside in or occupy the said dwelling house until the exterior has been completed including all exterior cladding and (where applicable) exterior painting.
- (7) Not to lay, install, convey or reticulate or permit to be laid installed conveyed or reticulated any electric power or telephone or other cables, wires or services to the property hereby sold or to any part thereof or to any dwelling or building thereon except those which are laid installed reticulated or conveyed entirely underground.

SECOND SCHEDULE

FIRSTLY all those pieces of land containing together 11.9766 hectares more or less being Lots 1, 2, 3, 4 and 5 on Plan S.57794 being the land comprised in Certificates of Title 47D/596, 47D/597, 47D/598, 47D/599 and 47D/600 in the South Auckland Land Registry

SECONDLY all those pieces of land containing together 5.561 hectares more or less being Lots 6, 7, 8 and 9 on Deposited Plan S.57795 and being all the land comprised in Certificates of Title 47A/941, 47A/942, 47A/943 and 47A/944 in the South Auckland Land Registry

THIRDLY all those pieces of land containing together 14.5230 hectares more or less being Lots 11, 12, 13, 14, 15 and 16 on Plan S.57793 being parts of the land comprised in Certificates of Title 656/27 and 47A/945 in the South Auckland Land Registry

Sh

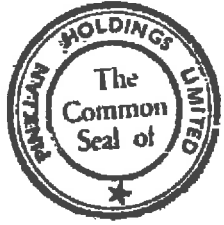
IN WITNESS WHEREOF these presents have been executed this 2nd
day of December One thousand nine hundred and ninety-one.

SIGNED by the abovenamed JOHN RAYMOND HIGGINS
and NAOMI GRACE HIGGINS as transferees
in the presence of

[Handwritten signature]
Naomi Grace Higgins

Witness: Arthur S.P.
Occupation: Legal Executive
Address: Manchester

THE COMMON SEAL of PINKLAN HOLDINGS
LIMITED was hereunto affixed in the
presence of:



[Handwritten signature].....Director

[Handwritten signature].....Director/Secretary

Ne

tenants-in

TRANSFER

Correct for the purposes of the Land Transfer Act:

Solicitor for Transferee/s.

..... PINKLAN HOLDINGS LIMITED..... Transferor

..... J R & N G HIGGINS..... Transferee

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

Solicitor for the Purchaser or Lessee

~~"I hereby certify, for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty or lease duty is payable on this instrument by reason of the application of Section 24(1) or 34(1) of the Act, and that the provisions of Sub Section 2 of that Section do not apply.~~

.....
Solicitor for Purchaser/Lessee

Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

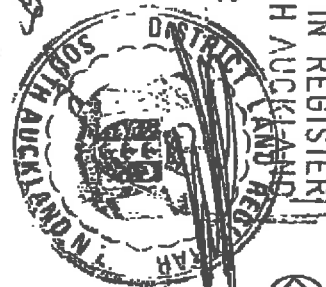
Assistant Land Registrar
of the District of South

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
ASST. LAND REGISTRAR

11.11.19 DEC 91 B 059454 - 2

486/911

Handwritten notes:
- 1/12
- 1/12



McKINNON GARBETT & CO
SOLICITORS
HAMILTON

HAMILTON DISTRICT LAW SOCIETY

Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

8026988-5 EC

EASEMENT CERTIFICATE

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

I/We PINKLAN HOLDINGS LIMITED at Hamilton

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Hamilton on the day of 19 under No. S57793 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

**SCHEDULE
 DEPOSITED PLAN NO. S57793**

Nature of Easement (e.g. Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Lot 10 DPS57793	Shown 'A'	Lots 11 & 12 DPS57793	47A/945 338/381 656/27
Right of Way	Lot 11 DPS57793	Shown 'B'	Lots 10 & 12 DPS57793	47A/945 338/381 656/27
Right of Way	Lot 14 DPS57793	Shown 'C'	Lots 13, 15, 16 DPS57793	47A/945 338/381 656/27
Right of Way	Lot 15 DPS57793	Shown 'D'	Lots 13, 14 & 16 DPS57793	47A/945 338/381 656/27
Right of Way	Lot 16 DPS57793	Shown 'E'	Lots 13, 14 & 15 DPS57793	47A/945 338/381 656/27

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

i. Rights and powers:

As per Seventh Schedule Land Transfer Act 1952

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

2.1 RIGHT OF WAY, (MAINTENANCE)

(i) The cost of maintaining and repairing the surface of the Right of Way and if necessary the cost of sealing or repairing seal, shall be borne and paid for by the Grantor and Grantee in equal shares, that is to say one ^{seventh} ~~part~~ each.

(ii) Where any need for maintenance and repair is directly attributable to the excessive and/or disproportionate use of the Right of Way by the Grantor or the Grantee the costs shall be apportioned between the Grantor and the Grantee (or borne by one of them if appropriate) in shares fairly commensurate with their respective use.

(iii) In the case of any dispute arising as to the need for sealing or desirability of repair or extent of repair necessary to any part of the surface of the Right of Way and/or the sharing of costs of or responsibility for such sealing or repair the same shall be referred to the decision of a single arbitrator to be nominated by the President for the time being of the Hamilton District Law Society and this provision shall be construed as a reference to arbitration accordingly in accordance with the Arbitration Act 1908.

Dated this 10th day of June

Signed by the above-named

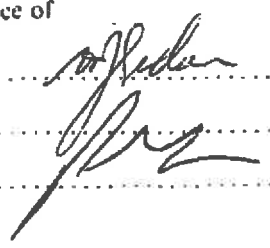
The Common Seal of PINKLAN HOLDINGS LIMITED was hereunto affixed

in the presence of

Witness.....

Occupation.....

Address.....



Director

Director



EASEMENT CERTIFICATE

(IMPORTANT): Registration of this certificate does not of itself create any of the easements specified herein.

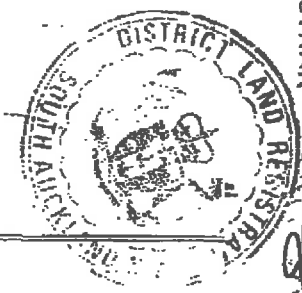
Correct for the purposes of the Land Transfer Act

Subject to Sect. 309(c)(2)
Local Government Act 1974
B. Lloyd
SPL

Wm. Dunning
Solicitor for the registered proprietor

2.15 24 JUN 91 B 026988.5

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
ASST. LAND REGISTRAR
656/27
338/81



EVANS BAILEY & CO
SOLICITORS
HAMILTON

SB026988.3BLR

EXELBY ROAD/ROKOKAURI ROAD - PROPOSED SUBDIVISION OF PART ALLOTMENT 107A AND PART ALLOTMENTS 112, 107 AND 154 PUKETE PARISH - PINKLAN HOLDINGS LTD (LTS 57793)

" A building line restriction 20 metres from the middle line of the 10 metre wide rights-of-way over Lots 10 and 11, and Lots 14, 15 and 16 LTS 57793 be imposed (this includes a 15 metre building line restriction from the northern boundary of Lot 12 and the southern boundary of Lot 13)."

The Hamilton City Council hereby imposes the said Building Line Restriction.

I hereby declare that the above is an extract from a resolution (lot numbers have been amended to agree with the Survey Plan) passed by the Hamilton City Council on 20 April 1989 being one condition of approval of the above-mentioned subdivision.

Dated at Hamilton, 20 June 1991.



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P.E. DANGERFIELD
CITY SECRETARY/ASSOCIATE TOWN CLERK

2.15 24 JUN 91 B 026988.3

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
ASST. LAND REGISTRAR

338/181
650/27

