

COMPUTER FREEHOLD REGISTER  
UNDER LAND TRANSFER ACT 1952



Historical Search Copy

  
R. W. Muir  
Registrar-General  
of Land

**Identifier** SA64C/902  
**Land Registration District** South Auckland  
**Date Issued** 27 May 1998

**Prior References**  
SA11B/321

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**Estate** Fee Simple  
**Area** 1.1580 hectares more or less  
**Legal Description** Lot 3 Deposited Plan South Auckland  
79256

**Original Proprietors**  
Ronald Leslie Cross

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**Interests**

Land Covenant in Transfer S504356

B479382.4 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 27.5.1998 at 9.00 am

Subject to a right of way over part marked E and to electricity, gas & telecommunications rights over parts marked B, D & C on DPS 79256 specified in Easement Certificate B479382.7 - 27.5.1998 at 9.00 am

Appurtenant hereto is a right of way specified in Easement Certificate B479382.7 - 27.5.1998 at 9.00 am

Some of the easements specified in Easement Certificate B479382.7 are subject to Section 243 (a) Resource Management Act 1991 (See DPS 79256)

Land Covenant in Transfer B558502.3 - 29.7.1999 at 10.41 am

Fencing Covenant in Transfer B558502.3 - 29.7.1999 at 10.41 am

B558502.4 Mortgage to ASB Bank Limited - 29.7.1999 at 10.41 am

Appurtenant hereto is a right of way and electricity, water, gas & telecomm rights specified in Easement Certificate B633739.5 - 8.11.2000 at 3.50 pm

Some of the easements specified in Easement Certificate B633739.5 are subject to Section 243 (a) Resource Management Act 1991 (See DPS 83714)

5838290.1 Discharge of Mortgage B558502.4 - 15.12.2003 at 9:00 am

5838290.2 Transfer to Ronald Leslie Cross, Caroline Julie Garner and J W Trustees Limited (245/650 share), Caroline Julie Garner, Ronald Leslie Cross and J W Trustees Limited (200/650 share) and William Victor Kemp, Doris Kemp and Caroline Julie Garner (205/650 share) - 15.12.2003 at 9:00 am

5838290.3 Mortgage to ASB Bank Limited - 15.12.2003 at 9:00 am

8760248.1 Change of Name of Caroline Julie Garner to Caroline Julie Garner-Cross - 6.10.2011 at 11:35 am

8760248.2 Transmission of the 41/130 share of William Victor Kemp, Doris Kemp and Caroline Julie Garner-Cross to Doris Kemp and Caroline Julie Garner-Cross as survivors - 6.10.2011 at 11:35 am

Reference:  
Prior CT: 11B/321  
Document No.: B479382.5



REGISTER

LT69

64C/902

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT 1952

This Certificate dated the 27th day of May One Thousand Nine Hundred and Ninety Eight under the seal of the District Land Registrar of the Land Registration District of SOUTH AUCKLAND

WITNESSETH that CORY DEVELOPMENTS LIMITED

is seized of an estate in fee simple (subject to such reservations, restrictions, encumbrances and interests as are notified by memorial endorsed hereon) in the land hereinafter described, delineated on the plan hereon, by the several admeasurements a little more or less, that is to say: All that parcel of land containing 1.1580 hectares, more or less being 1 LOT 3 DEPOSITED PLANS S 79256



Land covenant in Transfer S504356

B479382.4 Consent Notice under Section 221(1) Resource Management Act 1991 by The Waikato District Council

B479382.7 Easement certificate affecting Lots on DPS 79256

NATURE	SERVIENT LAND	DOMINANT LAND
Electricity, Gas, & Telecommunications	3-B & D	2 CT 64C/901 4 CT 64C/903
Right of Way	3-C 1-A 3-E	4 3 1 CT 63A/700

The above Right of Way easements will be subject to Section 243(a) Resource Management Act 1991 when created

B633739.5 Easement Certificate affecting lots on DPS 83714

NATURE	SERVIENT LAND	DOMINANT LAND
Right of Way, electricity, water, gas & telecomm	1-A & D CT 66C/234 2-B & E CT 66C/235 3-C CT 66C/236	3 DPS 79256 3 DPS 79256 3 DPS 79256

The above right of way easement will be subject to Section 243(a) Resource Management Act 1991 when created - 8.11.2000 at 3.50

for RGL

B479382.8 Mortgage to ASB Finance Limited

B479382.9 Mortgage to Southern Cross Finance Limited

all produced 4.5.1998 at 2.38 and entered 27.5.1998 at 9.00

For DLR

B558502.3 Transfer to Ronald Leslie Cross

Land Covenant in Transfer B558502.3

Fencing Covenant in Transfer B558502.3

B558502.4 Mortgage to ASB Bank Limited

all 29.7.1999 at 10.41

for RGL

64C/902



30 DEN

5504356T

WHEREAS BROOKFIELD FARMS LIMITED a duly incorporated Company having its registered office at Hamilton (hereinafter called "the Transferor") is registered as proprietor of an estate in fee simple (subject, however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon,) IN all those pieces of land situated in the Provincial District of Auckland containing FIRSTLY: 13 acres 23 perches more or less being Lot 4 on Deposited Plan Number S.13603 and being the whole of the land comprised and described in Certificate of Title Volume 11B Folio 321 South Auckland Registry Subject to Fencing Covenant affecting part thereof contained in Transfer Number S.61993 (hereinafter called "the firstly described land") AND SECONDLY: 21 acres 1 rood 02.0 perches more or less being Lots 1 and 3 on the said Deposited Plan and being the whole of the land comprised and described in Certificates of Title Volume 11B Folio 318 and Volume 11B Folio 320 of the Register Books aforesaid Subject to Fencing Covenant contained in Transfer Number S.61993 And the said Lot 1 being subject also to Gazette Notice Number S.316513 declaring No. 1 State Highway (Awanui-Bluff) fronting the said land to be a limited access road (hereinafter called "the secondly described land")

AND WHEREAS ROBERT BUTON SEABROOK of Hamilton, Company Director, is registered as proprietor of an estate in fee simple (subject, however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon,) IN all that piece of land containing 16 acres 1 rood 24 perches more or less being Lot 1 on Deposited Plan Number S.10130 being part of Allotment 1 Parish of Tamahere and being the whole of the land comprised and described in Certificate of Title Volume 6C Folio 1394 South Auckland Registry Subject to Fencing Covenant contained in Transfer Number S.61993 and to Gazette Notice Number S.316510 declaring No. 1 State Highway fronting the said land to be a limited access road (hereinafter called "the thirdly described land")

AND WHEREAS STANLEY ARTHUR RICHARDSON of Hamilton, Licensed Motor Vehicle Dealer, is registered as proprietor of an estate in fee simple (subject, however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon,) IN all that piece of land containing 13 acres 0 roods 20.7 perches more or less being Lot 2 on Deposited Plan Number S.13603 being part of Allotment 1 of the Parish of Tamahere and being the whole of the land comprised and described in Certificate of Title Volume 11B Folio 319 South Auckland Registry Subject to Fencing Covenants contained in Transfers Numbers S.61993 and S.482894 And subject also to Restrictive Covenant contained in Transfer Number S.482894 (hereinafter called "the fourthly described land")

AND WHEREAS LLOYD HAIGH FRASER of Hamilton, Company Director, is registered as proprietor of an estate in fee simple (subject, however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon,) IN all that piece of land containing 10 acres 0 roods 05 perches more or less being Lot 5 on Deposited Plan Number S.13603 and being the whole of the land comprised and described in Certificate of Title Volume 11B Folio 322 South Auckland Registry Subject to Fencing Covenants contained in Transfers Numbers S.61993 and S.487116 And subject also to Restrictive Covenant contained in Transfer Number S.487116 (hereinafter called "the fifthly described land")

AND WHEREAS the Transferor has agreed to sell the firstly described land

Stamp: HAMILTON DIST. COMMISSIONERS  
Date: 11/3/06  
Amount: \$210 on 11/3/06  
Signature: [Handwritten]

[Handwritten initials]

*MSX*  
ROGER MELBOURNE LOVERIDGE of Hamilton, Auctioneer, (hereinafter called "the Transferee") for the sum of TWENTY-ONE THOUSAND DOLLARS (\$21,000.00) subject to the Transferee agreeing and covenanting with the Transferor AND the said Robert Button Seabrook AND the said Stanley Arthur Richardson AND the said Lloyd Haigh Fraser as hereinafter set out

*11/18/321*  
NOW THESE PRESENTS WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of \$21,000.00 paid by the Transferee to the Transferor (the receipt of which sum is hereby acknowledged) the Transferor DOETH HEREBY TRANSFER unto the Transferee all its estate and interest in the firstly described land TO THE END AND INTENT that the Transferee shall have and possess not only such estate but as included therewith the benefit in common with the others entitled thereto of the like covenants as are hereinafter set out entered into by the registered proprietors of the fourthly and fifthly described land with the Transferor prior to the execution of these presents for the observance of such covenants PROVIDED HOWEVER that the Transferor shall not be liable nor be called upon to pay for or contribute towards the cost of the erection or maintenance of any boundary or dividing fence between the land hereby transferred and any adjoining land owned by the Transferor but this proviso shall not enure for the benefit of any transferee or transferees of any such adjoining land and in further pursuance of the said Agreement the Transferee for himself his heirs, executors, administrators and assigns and them the registered proprietor or proprietors for the time being of the firstly described land DOETH HEREBY COVENANT AND AGREE with the Transferor the said Robert Button Seabrook and the said Stanley Arthur Richardson and the said Lloyd Haigh Fraser and them the registered proprietors for the time being of the secondly described land, the thirdly described land, the fourthly described land and the fifthly described land as follows:-

*Lots 123  
11/18/320  
388*

1. THAT he will not use the firstly described land or permit the same to be used for commercial poultry farming.
2. THAT he will not keep or permit to be kept upon the firstly described land any pigs.
3. THAT he will not use or permit to be used the firstly described land for the growing or cultivation of any vegetables fruit shrubs or trees which will be sold or dealt with other than on a wholesale basis.
4. THAT for so long as the said land shall be zoned rural under the District Scheme of Local Authority in whose District the firstly described land is situated he will not use or develop the firstly described land for any commercial purpose involving the sale of goods of any description to the public from the firstly described land.

To the intent that such restrictions shall be for the benefit of the secondly described land, the thirdly described land, the fourthly described land and the fifthly described land PROVIDED ALWAYS that the Transferee and the successors in title of the Transferee shall as regards such restrictions be liable only in respect of breaches thereof which shall occur while he or they shall be the registered proprietor of the land firstly described or part thereof in respect of which any such breach shall occur and for itself and its successors in title the Transferor hereby covenants with the Transferee and his successors in title that the Transferor will obtain from each and every one of the transferors hereafter of any part or parts of the secondly described land the like covenants as are contained herein on the part of the Transferee AND IT IS HEREBY AGREED AND DECLARED that the words "successors in title" as expressed in these presents shall have the meaning ascribed thereto in Section 63 of the Property Law Act 1952.

*MSX*  
IN WITNESS WHEREOF these presents have been executed the

*gwh* day

Where the declaration is made pursuant to section 35E of the Act.

*R.M.L.*

~~8 (a) I am a British subject, but not a New Zealand citizen (or, I am a British-protected person within the meaning of the British Nationality and New Zealand Citizenship Act 1948), and~~

~~(b) I have resided in New Zealand for not less than 24 years during the period immediately preceding the date of the transaction, and intend to continue to reside in New Zealand for a period of 3 years commencing on the date of the transaction.~~

9. The transaction is not subject to Part IIA of the Act because—

~~(a) The land is not designated or zoned for any public utility, amenity, or any proposed such purpose, under any operative regional planning scheme or district scheme under the Town and Country Planning Act 1953; and~~

~~(b) Is less than 5 acres (or is not less than 5 acres and is zoned for residential purposes under a proposed (operative) district scheme under Part IIA of the Act).~~

Or, where the purchaser or lessee is not a trustee Delete paragraphs not applicable

I am a New Zealand citizen, and so declare because

~~(a) Immediately before the date of commencement of the British Nationality and New Zealand Citizenship Act 1948 I was a British subject, and I was born within the territory to which that Act in New Zealand and would have been a New Zealand citizen if that Act had been in force at the time of my birth (or I was ordinarily resident in New Zealand at the commencement of that Act and had been so resident throughout the period immediately preceding the commencement of that Act).~~

~~(b) I am a person naturalised in New Zealand.~~

~~(c) I am registered as a New Zealand citizen.~~

~~(d) I am a New Zealand citizen by birth.~~

~~(e) I am a New Zealand citizen by descent.~~

*R.M.L.*

~~(f) I am the wife of a person who is qualified as a New Zealand citizen as set out in paragraph (a) above.~~

~~(g)~~

Or, where the purchaser or lessee is a trustee

~~I am the purchaser (lessee or trustee) under the following trust and every beneficiary under the trust is a New Zealand citizen for every beneficiary under the trust who is an individual is a New Zealand citizen and no beneficiary under the trust that is a body corporate is an overseas corporation as defined in section 35A of the Act.~~

*R.M.L.*

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

DECLARED at HAMILTON  
this 18/14 day of February 19 70  
before me—

*R.M. Lovelidge*

*[Signature]*

Justice of the Peace  
(Or Solicitor of the Supreme Court  
(Or other person authorized to take and receive statutory declarations).

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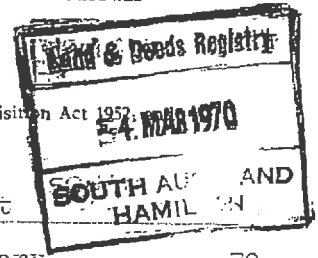
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per Bnk

Loveridge R m

(Form No. 1)

# STATUTORY DECLARATION TO BE MADE WHERE PURCHASER IS AN INDIVIDUAL



IN THE MATTER of the Land Settlement Promotion Act and Land Acquisition Act 1952  
IN THE MATTER

(a) Full name of the purchaser

of (a) sale of farm land under Agreement

(b) Full name of the vendor

dated the 18th day of February 1970

(c) Full name of the lessor

from (b) Brookfield Farms Limited as Vendor

(or Lessor) to (c) Roger Melbourne Loveridge

(d) Official description of land

as Purchaser (~~or Lessee~~) affecting all that parcel of land (d) containing 13acs. 14pchs. more or less being Lot 4 on the plan of subdivision part Allotment I Tamahere Parish

being all/part of the land comprised and described in certificate of title, Volume 11B folio 321 (South Auckland Land Registry).

(e) Full name, address, and occupation

I, (e) ROGER MELBOURNE LOVERIDGE of Hamilton,  
Auctioneer

solemnly and sincerely declare:—

1. That I am the purchaser (~~or lessee~~) above-named of the land above described
2. I have entered into the transaction solely on my behalf as the person beneficially entitled thereunder.
3. That I do not own, lease, hold or occupy in fee simple or under any tenure of more than one year's duration either severally, jointly, or in common with any other person, any farm land, as defined in the Land Settlement Promotion Act, 1952, outside a city or borough or town district, and that I have no estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.

(f) Delete clause not applicable.

*R.M.L.*

~~4. (F) That I am unmarried~~

~~Or~~

4. ( ) That my wife (~~or husband~~) does not own, lease, hold, or occupy in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person, any farm land, as so defined, outside a city or borough or town district, and that she (or he) has no estate or interest whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.

5. That no company of which I or my wife (~~husband~~) is a member, the members of which are less than ten in number, owns, leases, holds, or occupies in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person, any farm land as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust or will in any such farm land.

*R.M.L.*

6. That I have attained the age of 17 years. (~~Or That neither my father nor my mother owns, leases, holds, or occupies in fee simple or under any tenure of more than one year's duration, either severally, jointly, or in common with any other person, any farm land as so defined, outside a city or borough or town district, or has any estate or interest, whether legal or equitable and whether vested or contingent, under any trust, will, or intestacy, in any such farm land.~~)

7. That I have not since the passing of the above-mentioned Act (namely, the 16th day of October 1952) transferred, granted, leased, or otherwise disposed of any estate or interest in farm land, as so defined, to any person as a trustee for any person or created any trust in respect of any estate or interest in any such farm land.

W. G. ALLEN & CO. LTD., STATIONERS, AUCKLAND

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of *October* One thousand nine hundred and seventy.

THE COMMON SEAL of BROOKFIELD FARMS }  
LIMITED was hereunto affixed as  
Transferor in the presence of:-



*R. B. Overland*  
.....

SIGNED by the said ROGER MELBOURNE }  
LOVERIDGE as Transferee in the  
presence of:-

*R. M. Loveridge*

*Partnership,  
Solicitors,  
Hamilton.*



NO. **S** 504356

215 332-24

Correct for the purposes of the Land Transfer Act

TRANSFER OF fee-simple

BROOKFIELD FARMS LIMITED Transferor

*Cartwright*

Solicitor for the Transferee

R.M. LOVERIDGE 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.

Particulars entered in the Register Book

Vol. *11 B.* Folio *321*

.....  
Solicitor for the Purchaser

the *23<sup>rd</sup>* day of *DECEMBER* 19*40*

at *2.25* o'clock

*[Signature]*  
Assistant Land Registrar  
District of South Auckland



Rep.  
260  
6697

*am*  
*(1)*

CHAPMAN, FEENSTRA & CARTWRIGHT,  
SOLICITORS,  
HAMILTON.

LAND & DEEDS  
Nature: *T. & F. Fee*  
Firm: *Chapman Feenstra*  
**15 DEC 1940**  
Time: *2.25*  
Fee: *610*  
*4194*

*am*



B479382.4  
CONO



## CONSENT NOTICE PURSUANT TO SECTION 221 RESOURCE MANAGEMENT ACT 1991

The District Land Registrar  
South Auckland Land Registry

IN THE MATTER

of a Consent Notice pursuant to Section  
221 of the Resource Management Act 1991

and

IN THE MATTER

of a subdivision Consent pursuant to  
Sections 105, 108, 220, and 221 of the  
Resource Management Act 1991

PURSUANT to section 252(1)(a) of the Local Government Act 1974, I, WARWICK LESLIE BENNETT Chief Executive of THE WAIKATO DISTRICT COUNCIL, hereby certify that by way of delegated authority conferred on Council Officers under Section 34(4) of the Resource Management Act 1991 the following notice should be registered on the Certificate of Title for Lots 1 and 3 on Deposited Plan S. 79256 being a subdivision of Lots 3 and 4 on Deposited Plan S. 13603 comprised in Certificate of Titles Volume 11B Folio 320 and Volume 11B Folio 321 (South Auckland Registry).

THE Owner of the land (as defined in the Resource Management Act 1991) shall, on a continuing basis, ensure that:

- (a) No fill (including inorganic or organic matter) is to be placed in the gully of the Mangaone Stream.
- (b) No concentrated stormwater flows will be permitted to discharge over gully edges of the Mangaone Stream.
- (c) The gully areas are to be managed to conserve soil and control erosion of the gully embankments.

DATED at Ngaruawahia this 21st day of October 1997.

  
WARWICK LESLIE BENNETT  
Principal Administration Officer



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

B479382.7  
 EC

## EASEMENT CERTIFICATE

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

I/We **CORY DEVELOPMENTS LIMITED**

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. **S.79256** 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. **S.79256**

Nature of Easement (eg., 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		
Electricity, Gas, Water & Telecommuni- cations	Lot 1 hereon	A	Lots 2 & 4 hereon	63A/700 64C/901 64C/903
Electricity, Gas & Telecommuni- cations	Lot 3 hereon	B & D	Lots 2 & 4 hereon	64C/902 64C/901 64C/903
Electricity, Gas & Telecommuni- cations	Lot 3 hereon	C	Lot 4 hereon	64C/902 64C/903
Right of Way	Lot 1 hereon	A	Lot 3 & 4 hereon	63A/700 64C/902
Right of Way	Lot 3 hereon	E	Lot 1 hereon	63A/700 64C/902

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.

1. Rights and powers: See attached *B.C. Co.*

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**RIGHTS AND POWERS**

*(In addition to those set out in the Seventh Schedule to the Land Transfer Act 1952)*

**1. RIGHT TO CONVEY ELECTRICITY, GAS, and TELECOMMUNICATIONS**

The right to convey electricity, gas, and telecommunications, under the surface of the land over which the easement is granted with:

a. the rights and powers contained in clauses 2 and 5 of the Seventh Schedule to the Land Transfer Act 1952 amended to the extent necessary so as to refer to such rights and powers in particular as set out below:

(i) References to "water" shall be read and construed as references to Electricity, Gas, Telecommunications, or Water as the case may require and;

(ii) References to "pipes" or a "line of pipes" or "pipe line" shall be read and construed as references to electrical, gas, telecommunications devices or water pipes as the case may require and;

(iii) Sub-clause (b) of clause 5 of the Seventh Schedule shall be replaced with the following provision"

"Where no such (electrical, gas, or telecommunications as the case may require) devices exist, to lay, place and maintain or to have laid, placed and maintained, such devices of a sufficient capacity and of a suitable material for the purpose as the grantee considers necessary or convenient under the surface of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined".

(iv) The reference to "take, convey and lead" in clause 2 of the said Seventh Schedule shall be read and construed to include the right to operate, transmit, distribute and pump, move and transport electricity, gas, and telecommunications as the case may require.

(v) The words in brackets in clause 2 of the said Seventh Schedule shall be replaced with the following words "(except during any reasonable periods necessary for inspection, repair, renewal replacement or alteration)".

(vi) Reference to "flow" shall be read and construed as a reference to "manner".

b. The right notwithstanding anything contained elsewhere in these easements, to the extent that it is necessary for the proper functioning of the easements, to locate metering and inspection equipment (including manholes, valves, test pipes and meters) and supply points (including transformers, boxes and terminals) on or above the surface of the easement but not, in the reasonable period of the grantor, to an extent that they would interfere with the use of the land over which the easement is granted as a right of way as set out in this easement certificate or to a height or extent that they would detract from the overall appearance of any of the lots on Deposited Plan S79256.

*B.C. Co.*

For the purpose of these easements, the expression "devices" shall be read and construed, to include, lines, pipes, conduits, cables, terminals, supply points, transformers, manholes, boxes, valves or any other equipment considered necessary or desirable to take, convey and lead electricity, gas and telecommunications.

#### RIGHT OF WAY

The right of the grantee, the grantee's servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor), the grantor's tenants, and any other person lawfully entitled) at all times by day and by night, to go, pass and repass with or without vehicles, machinery, and implements of any kind, over and along the land over which the easement is granted.

- a. The following rights of the occupiers of the land for the benefit of which, and the land over which, the easement is granted:
  1. The right to establish a driveway, and to effect necessary repairs to any existing driveway, and to carry out any necessary maintenance and upkeep, where necessary altering the state of the land over which the easement is granted, and any necessary rights of entry on the land over which the easement is granted with or without machinery, plant and equipment;
  2. The right to have that land over which the easement is granted kept clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the driveway;
  3. The right to an equal contribution from other occupiers towards the costs of establishment, maintenance, upkeep, and repair of the driveway to an appropriate standard;
  4. The right to recover from the other occupiers the cost of repairs to the driveway occasioned by any wilful or negligent act, and all such costs occasioned by them, their agents, servants, contractors, permitted occupants, residents, or invitees arising out of the use of the driveway;
  5. Where work is carried out by one occupier on the land of an adjoining owner pursuant to paragraph 2 of this clause or to any order of a Court, the right of the latter owner or occupier to have the land restored as far as possible to its former condition after the completion of the work, subject to the right of contribution described in paragraph 3 of this clause.

#### RIGHT TO CONVEY WATER

The full, free, uninterrupted and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out below:

*B.A.L.*

- a. To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes.
- b. Where no such line of pipes exists, to lay, place and maintain, or to have laid, placed and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties may decide) of the land over which the easement is granted or created and long the line defined for the purpose where such a line has been so defined.
- c. In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created (or, where only the position of the pipe line is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing the pipe line or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

#### MAINTENANCE

Each of the users of the easement shall pay an equal proportion of the cost of installation and maintenance of the easement unless the cost is due to the use by one person alone (or predominantly by them) in which case they alone shall pay all of such costs (or an equitable proportion of such costs) whichever may be the case.

*B.C. Co.*



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

See attached *B.C. Co.*

Dated this *12<sup>th</sup>* day of *December* 19 *97*

Signed by the above-named  
CORY DEVELOPMENTS LIMITED

in the presence of

*DK*

*B.C. Coony*  
*Director*

Witness .....

Occupation ..... *Donna Knott* .....

Address ..... *Legal Executive* .....

..... *Hamilton* .....

# 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*

*The Right of Way easement is*  
SUBJECT TO SECTION 243 (a)

*Solicitor for the registered proprietor*

RESOURCE MANAGEMENT ACT 1991

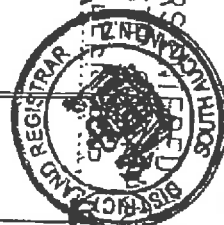
*[Signature]*  
for DLR

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*Row - 243 (a)*

*7 Dec*

SCHRAMM LAW  
SOLICITORS  
HAMILTON



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**TRANSFER**

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

**TRANSFER**  
Land Transfer Act 1952

*If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.*

Land Registration District

South Auckland

Certificate of Title No.    All or Part?    Area and legal description — *Insert only when part or Stratum, CT*

64C	902	All	
-----	-----	-----	--

Transferor Surnames must be underlined

Cory Developments Limited

Transferee Surnames must be underlined

Ronald Leslie Cross

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No. ....; Right of way etc.*

See annexure schedules

Consideration

One hundred and sixty five thousand dollars (\$165,000.00)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 8<sup>th</sup> day of July 1999

Attestation

<p><u>B. L. Casey</u> Director</p> <p><u>D. H. Cory</u> Director</p>	<p>Signed in my presence by the Transferor</p> <p>Signature of Witness <u>[Signature]</u></p>
	<p>Witness to complete in <b>BLOCK</b> letters (unless typewritten or legibly stamped)</p> <p>Witness name <u>SIMON KEITH ELLIS</u></p> <p>Occupation <u>SOLICITOR</u></p> <p>Address <u>HAMILTON</u></p>
<p>Signature, or common seal of Transferor</p>	

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

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1977  
(DELETE IN APPLICABLE CERTIFICATE)

[Signature]  
Solicitor for the Transferee

## Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

TRANSFER

dated

8 / 7 / 99

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### Continuation of "Estate or Interest or Easement to be created"

The Transferor is at the date of this transfer registered as proprietor of an estate in fee simple in all the land more particularly described in Schedule A hereinafter appearing (called "the Dominant Tenement").

The Transferee has agreed to enter into certain covenants in the form hereinafter appearing restricting the use of the land in Certificate of Title 64C/902 ("the said land") for the benefit of the other lots comprised in the Dominant Tenement.

The Transferee for himself and his successors entitled to the said land as servient tenement DOES HEREBY COVENANT AND AGREE with the Transferor for the benefit of the land comprised in the Dominant Tenement THAT:

- a. All dwellings on the said land shall:
  - i. have a floor area of at least 180 square metres (excluding attached or detached garage and carports and decking); and
  - ii. be constructed to a shape other than a simple rectangle and shall contain at least one roof break or full valley in the roof.
- b. At least 75% of the exterior cladding on the dwelling and ancillary buildings is to be constructed using any of the following materials:
  - Kiln dried clay bricks or concrete bricks
  - Stucco textured finish
  - Stone
  - Properly stained or painted and finished timber

and/or any other material approved by the registered proprietors from time to time of the land comprised in the Dominant Tenement.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

B.L. G.

D&C.



## Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

TRANSFER

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c. The roof on any dwelling and ancillary buildings must be constructed using the following materials or such other material approved by the registered proprietors from time to time of the land comprised in the Dominant Tenement:

- Colour Steel Long Run
- Colour Steel Tile
- Decramastic Tile
- Concrete Tile

d. No more than one dwelling plus ancillary buildings will be erected on Lots 2 and 4 in DPS.79256 and there will be no further subdivisions, boundary realignments, cross leasing or registration under the Unit Titles Act 1972 affecting the lots in DPS.79256. This shall not apply to:

- i. Lot 1 DPS.79256 which is to be further subdivided;
- ii. Lot 3 DPS 79256 which, if the District Scheme of the day allows, will be permitted to have no more than two dwellings on such original lot.

e. The land may not be used other than for residential purposes; and

f. The buildings on the said land shall not be used as residences unless the buildings on the said land have been substantially completed in accordance with the terms of this agreement and the buildings meet the requirements of the appropriate local authority; and

g. The design of all fences is to be approved by the registered proprietors from time to time of the land comprised in the Dominant Tenement and approval will not be unreasonably withheld if the fence is not constructed of corrugated iron; and

h. No building or associated works in the course of construction is to be left without substantial work being carried out for a period exceeding three (3) months and all construction of any such building including fencing and landscaping shall be completed within twelve (12) months from commencement of building construction; and

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

B.A. G

D4C.



### Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

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- i. No building other than a new residential home shall be erected or, if a relocatable home it shall only be a show home which has not been previously lived in; and
- j. No temporary building or structure shall be erected on the said land except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the property on completion of the work; and
- k. The driveway is to be constructed and finished in either:
  - Concrete
  - Hot mix tarseal
  - Cobblestones
  - Brick
  - Such other materials approved by the vendorwithin a full border structure and shall be completed prior to occupation of the dwelling; and
- l. Prior to construction and during construction of a dwelling on the said land the section is to be kept in a tidy and mown condition free of any rubbish; and
- m. No advertising or hoardings are to be erected on the said land without the prior consent of the registered proprietors from time to time of the land comprised in the Dominant Tenement; and
- n. That the Transferor will not cut down, destroy or damage any trees other than those that are diseased or dead without the prior consent of the registered proprietors from time to time of the land comprised in the Dominant Tenement who may require as a condition of such consent that any trees be replaced. The Transferee shall also replace any trees which are damaged or destroyed by natural event or occurrence including storm, fire and/or earthquake that are required to maintain the stability of the site (if stability not required then trees do not have to be replaced); and

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

R. E. S.

D40.



## Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

TRANSFER

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- o. The registered proprietors from time to time of the land comprised in the Dominant Tenement may consent to any variation or alteration of these covenants either on an individual or global basis if the value or enjoyment of the Transferee's land is not materially or adversely affected.
- p. The cost of remedying any of the Transferee's obligations hereunder by the registered proprietors from time to time of the land comprised in the Dominant Tenement shall be recoverable from the Transferee and until such costs are paid to the registered proprietors from time to time of the land comprised in the Dominant Tenement the same shall bear interest by way of liquidated damages at the rate of 14% per annum calculated on a daily basis.
- q. These covenants shall be enforceable by the Transferor only for a period of 2 years ending from the last settlement date of the last section to be sold. After this time the covenants shall continue for the benefit of and be enforceable by any of the registered proprietors from time to time of the land comprised in the Dominant Tenement for a further period of 15 years.

Should the Transferee fail to comply with these covenants the Transferee shall pay the registered proprietors from time to time of the land comprised in the Dominant Tenement as liquidated damages an amount equal to 10% of the then current market value of the said land payable by the Transferee to the registered proprietors from time to time of the land comprised in the Dominant Tenement immediately upon receipt of a written demand for the same from the registered proprietors from time to time of the land comprised in the Dominant Tenement or the solicitor for the registered proprietors from time to time of the land comprised in the Dominant Tenement.

TO THE INTENT that the restrictions upon the user of the Servient Tenement imposed by the foregoing covenants shall be forever appurtenant to each of the said lots comprising the Dominant Tenement for all purposes connected with the use and enjoyment thereof.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

B.A. S

S



D4C





### Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

TRANSFER

dated

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AND THE TRANSFEROR HEREBY COVENANTS with the Transferee that it will obtain from each and every one of the Transferees of any part of parts of the contained in Schedule A the like covenants as are contained herein on the part of the Transferee AND IN CONSIDERATION THEREFORE the Transferee HEREBY COVENANTS that he will at all times hereafter save harmless and keep indemnified the Transferor from all proceedings, costs, claims and demands in respect of breaches of the said restrictions occurring in respect of those parts of the land in Schedule A in respect of which the Transferor has executed a transfer and whether such transfer has been registered or not AND THE TRANSFEEE FURTHER COVENANTS that he will not call upon the Transferor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the said Land and the adjoining Lots 1, 2, and 4 on Deposited Plan S.79256 PROVIDED THAT this covenant shall not enure to the benefit of any subsequent purchaser of those adjoining Lots.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here

B. R. B

DHC



### Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

Transfer

dated

8/7/99

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pages

Continuation of "Estate or Interest or Easement to be created"

#### SCHEDULE A

1. 2.4495 hectares more or less being Lot 1 on Deposited Plan S.79256.
2. 5005 m<sup>2</sup> more or less being Lot 2 on Deposited Plan S.79256.
3. 5040 m<sup>2</sup> more or less being Lot 4 on Deposited Plan S.79256.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

B.G. 

DHC 





Annexure Schedule

TRANSFER

Dated

8 / 7 / 99

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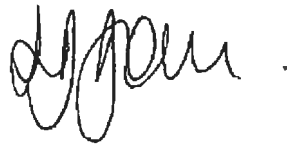
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Pages

Signed by the  
Transferee RONALD  
LESLIE CROSS in the  
presence of:



Witness Signature



Witness Name

LISA JANE JONES  
LEGAL EXECUTIVE TO  
ION WEBB  
SOLICITOR  
HAMILTON

Witness Occupation

Witness Address

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Approved by Registrar-General  
of Land under No. 1995/1004

# TRANSFER

Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society  
REF: 4135



16.7.23 JUL 99 B 550502.3  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY SOUTH AUCKLAND  
FOR REGISTRAR - GENERAL OF LAND

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(except for "Law Firm Acting")

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## EASEMENT CERTIFICATE

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

I/We **CORY DEVELOPMENTS LIMITED and RONALD LESLIE CROSS**

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 **SOUTH AUCKLAND** on the            day of            **2000** under No. **S83714** 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. S83714

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 1 DPS 83714	A & D	Lots 2 & 3 DPS 83714 & Lot 3 DPS 79256	66C/234 66C/235 66C/236 64C/902
Right of Way	Lot 2 DPS 83714	B & E	Lot 3 DPS 83714 & Lot 3 DPS 79256	66C/235 66C/236 64C/902
Right of Way	Lot 3 DPS 83714	C	Lot 3 DPS 79256	66C/236 64C/902
Right to Convey Stormwater	Lot 2 DPS 83714	F	Lot 1 DPS 83714	66C/235 66C/234
Electricity, Water, Gas & Telecomm	Lot 1 DPS 83714	A & D	Lots 2 & 3 DPS 83714 & Lot 3 DPS 79256	66C/234 66C/235 66C/236 64C/902
Electricity, Water, Gas & Telecomm	Lot 2 DPS 83714	B & E	Lot 3 DPS 83714 & Lot 3 DPS 79256	66C/235 66C/236 64C/902
Electricity, Water, Gas & Telecomm	Lot 3 DPS 83714	C	Lot 3 DPS 79256	66C/236 64C/902

B.L.C. JAC  
6



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.

1. Rights and powers:

**See attached**

*B. G. G.*  
*DAG / 6*



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

See attached

*B. G. Co.*  
*DAC*

Dated this 2 day of November 2000

Signed by the above-named *R. L. Cross* Executed by CORY DEVELOPMENTS LIMITED  
**RONALD LESLIE CROSS**

in the presence of

Witness *W. Webb* (W. Webb)

Occupation *Solicitor* (Solicitor)

Address *Reg. Co.* (Reg. Co.)

*B. G. Cooney* Director  
Full Name *BRIAN ALBERT CORY*

*D. Frances Cory* Director  
Full Name *DIANA FRANCES CORY*

Correct for the purposes of the Land Transfer Act 1952

*P. J. Penner*  
(Solicitor for) the registered proprietor:

## RIGHTS AND POWERS

### Right of way

The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952 subject to the provisions set out in this document.

### Right to Convey Stormwater

The rights and powers set out in clauses 3 and 5 of the Seventh Schedule to the Land Transfer Act 1952 subject to the provisions set out this document.

### Water Easement

The rights and powers set out in clauses 2 and 5 of the Seventh Schedule to the Land Transfer Act 1952 subject to the provisions set out in this document.

### Electricity Easement

The registered proprietors for the time being of the dominant tenement, the Electricity Supply Authority, their employees, contractors, agents and authorised persons having business with them concerning the receipt, transmission or distribution of electricity (in common with the registered proprietors for the time being of the servient tenement and their authorised persons) shall have the right for all time:

- a. to transmit, receive and distribute electricity through equipment, cables and wires installed on or in the electricity easement; and
- b. to install, maintain, inspect, repair, replace or add to electrical equipment on or in the electricity easement (including lines, conduits, cables, terminals, supply points, transformers, manholes, boxes or any other equipment the registered proprietor or proprietors of the dominant tenement (or registered proprietor or proprietors of the servient tenement) considers necessary or desirable for the receipt, transmission and distribution of electricity);
- c. to use the electrical equipment for the above purposes without interruption or impediment (except during any periods of inspection, repair, renewal, replacement or alteration);
- d. to remove all cultivated or natural vegetation including trees and shrubs in any way affecting the electricity easement

AND for the above purposes the registered proprietors for the time being of the dominant tenement who are entitled, the Electricity Supply Authority, their employees, contractors, agents or authorised persons having business with them concerning the receipt, transmission or distribution of electricity shall have the full free and unrestricted right:

- a. to enter and re-enter on the servient land on foot or by any reasonable mode of transport;

*B.A. Kosy*  
*DH Cony*



- b. to take onto the servient land all necessary tools, materials, machinery and equipment;
- c. to remain on the servient land for such time as is reasonable for the purpose of performing such obligation.

#### Gas Easement

The registered proprietors for the time being of the dominant tenement, the Natural Gas Corporation of New Zealand Limited or its successors, their employees, contractors and agents (in common with the registered proprietors for the time being of the servient tenement and their authorised persons) shall have the right for all time;

- a. to lay, construct, operate, inspect, maintain, repair, renew, change the size of and remove pipe lines and any appurtenances in, on or through the gas easement and to pump, move, convey and transport through or within the pipeline gas and gas products; and
- b. to install, maintain, inspect, repair, replace or add to gas pipelines and equipment on or in the gas easement;
- c. to remove all cultivated or natural vegetation including trees and shrubs in any way affecting the gas easement

AND for the above purposes shall have the full, free and unrestricted right:

- a. to enter and re-enter on the servient land on foot or by any reasonable mode of transport;
- b. to take onto the servient land all necessary tools, material, machinery and equipment;
- c. to remain on the servient land and to carry out on the gas easement any work which is required for the exercise of the rights and powers set out above.

#### Telecomm Easement

The registered proprietors for the time being of the dominant tenement shall have the right for all time hereafter for themselves, Telecom New Zealand Limited or its successors, ("Telecom"), their employees, contractors, agents and all persons having business with them concerning the receipt, transmission or distribution of telecommunications (in common with the registered proprietors for the time being of the servient tenement and their authorised persons) with or without vehicles laden or unladen and with materials, machinery and implements from time to time and at all times:

- a. to lay and maintain in and under the soil of the telecomm easement or as the case may be erect, construct and maintain on, over and under the telecomm easement any telecommunications, line or lines;
- b. to enter and remain upon the servient land for the purposes of laying, maintaining, inspecting, repairing, renewing, replacing or altering any telecommunications, line or lines on the telecomm easement as the case may be and opening up the soil of the telecomm easement and make any cuttings, fillings, grades, batters or trenches and to re-open the same and generally to do and perform such acts or things upon the telecomm easement as may be necessary to enable the registered proprietor of the dominant tenement (or the registered proprietor of the servient tenement) entitled so to

*B. G. Looney*  
*D. G. Looney*

- do to receive the full free use and enjoyment of the rights and privileges granted under this telecomm easement;
- c. to use the line or lines, for the purpose of telecommunications without interruption or impediment (except during any periods of inspection, repair, renewal, replacement or alteration);
  - d. to remove all cultivated or natural vegetation including trees and shrubs in any way affecting the telecomm easement

AND for the above purposes the registered proprietors for the time being of the dominant tenement who are entitled, Telecom, their employees, contractors or agents, and all persons having business with them concerning the receipt, transmission or distribution of telecommunications shall have the full, free and unrestricted right:

- a. to enter and re-enter the servient land on foot or by any reasonable mode of transport;
- b. to take on to the servient land all necessary tools, materials, machinery and equipment;
- c. to remain on the servient land for such time as is reasonable for the purpose of performing such obligation.

#### Definitions Relating to the Telecomm Easement

- i. **“telecommunications”** means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any electronic power supply whether underground or overground incidental to telecommunications;
- ii. **“line” or “lines”** means a wire or wires, cable or a conductor of any kind (including a fibre optic cable) used or intended to be used for telecommunications and includes any pole, tower, mast, insulator, casing, fixture (major or minor), tunnel, or other equipment or material used or intended to be used for supporting, enclosing, surrounding or protection of any such wire, wires, conductor, cable or fibre optic cable and also includes any part of a line and includes “existing line” as defined by the Telecommunications Act 1987 and its amendments.

B. G. Co.  
DHC

**TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF ANY OF THE ABOVE EASEMENTS:**

- a. The cost of repairing and maintaining the right of way, right to convey stormwater, electricity, water, gas and telecomm easements shall be payable in equal shares by those entitled to use the same for such purposes except where the need for repair or maintenance is directly attributable to the actions of one or some only of such registered proprietors the cost in that case shall be borne wholly by that proprietor or proprietors
- b. The registered proprietors for the time being of the servient tenement shall not permit the growth of any trees, shrubs or other vegetation or the erection or establishment of any building or structure which may interfere with or cause a nuisance to any of the easements and the use or repair and maintenance of such easements
- c. The registered proprietors for the time being of the dominant tenements will in the exercise of the powers hereby granted:
  - i. cause as little damage, disturbance, inconvenience and interruption to the servient land and to the use of the servient land as is reasonably necessary; and
  - ii. immediately make good any damage done to the servient land and to the occupier of the servient land.
- d. No power is implied in respect of any easement for any party to determine the easement for breach of any provisions in this certificate (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.

**Dispute Resolution**

1. If a party has any dispute with the other party in connection with this easement certificate:
  - a. That party will promptly give written particulars of the dispute to the other.
  - b. The parties will promptly meet together and in good faith try and resolve the dispute.
2. If the dispute is not resolved within 7 days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation.
3. A party must use the mediation procedure to resolve a dispute before commencing arbitration or legal proceedings.
4. The mediation procedure is:
  - a. The parties will appoint a mediator and if they fail to agree the mediator will be appointed by the president of the New Zealand Law Society or the president's nominee.
  - b. The parties must co-operate with the mediator in an effort to resolve the dispute.

*B. A. Le.*  
*DAC*

- c. The mediator may engage an appropriately qualified expert to give an opinion on technical matters. The cost will be a mediator's cost (clause 4(f)).
  - d. If the dispute is settled, the parties must sign a copy of the terms of the settlement.
  - e. If the dispute is not resolved within 14 days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation must cease.
  - f. Each party must pay a half share of the costs of the mediator's fee and costs including travel, room hire, refreshments etc.
5. The terms of settlement are binding on the parties and override the terms of the easement certificate if there is any conflict.
  6. The terms of settlement may be tendered in evidence in any mediation or legal proceedings.
  7. The parties agree that written statements given to the mediator or to one another, and any discussions between the parties or between the parties and the mediator during the mediation period are not admissible by the recipient in any arbitration or legal proceedings.
  8. Either party may commence legal proceedings when mediation ceases under clause 4(e).

R.A.G.  
DTC. / 6

Approved by Registrar-General  
of Land under No. 1998/6031EF



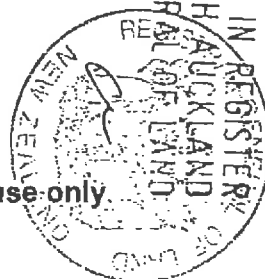
# EASEMENT CERTIFICATE

Land Transfer Act 1952

Law Firm Acting
Harkness Henry & Co Private Bag 3077 Hamilton

Auckland District Law Society  
REF. 4050 /4

3.50 08.NOV00 B 633739.5  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY SOUTH AUCKLAND  
FOR REGISTRAR - GENERAL OF LAND



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REGISTER

SEC 538