



**RECORD OF TITLE**  
**UNDER LAND TRANSFER ACT 2017**  
**FREEHOLD**  
**Search Copy**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **SA66C/565**  
**Land Registration District** **South Auckland**  
**Date Issued** 19 April 1999

**Prior References**  
SA53C/979

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**Estate** Fee Simple  
**Area** 1.4005 hectares more or less  
**Legal Description** Lot 4 Deposited Plan South Auckland  
83808

**Registered Owners**  
Shani Catherine Forsyth and JCRB (Shiloh) Limited

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**Interests**

Subject to a right to convey water over part marked J on DPS 72882 created by Transfer B596715.2

The easements created by Transfer B596715.2 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto are water rights (limited as to duration) created by Transfer H389622 - 11.2.1982 at 10.43 am

B538333.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 19.4.1999 at 9.02 am

Appurtenant hereto is a right of way and right to drain stormwater and power, telephone, water supply and gas rights specified in Easement Certificate B538333.5 - 19.4.1999 at 9.02 am

Subject to a right of way and to power, telephone, water supply and gas rights over part marked B and right to drain stormwater over part marked E on DPS 83808 specified in Easement Certificate B538333.5 - 19.4.1999 at 9.02 am

Some of the easements specified in Easement Certificate B538333.5 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right to convey electricity and telecommunications and gas rights specified in Easement Certificate B596716.1 - produced 13.3.2000 at 12.58 pm and entered 15.3.2000 at 9.00 am

Subject to a right to convey water over parts marked A & B on DPS 88051 and over parts marked A, C, D & E on DPS 88051 specified in Easement Certificate B596716.1 - produced 13.3.2000 at 12.58 pm and entered 15.3.2000 at 9.00 am

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29 APR 1999

**H389622 TE**

# MEMORANDUM OF TRANSFER

AND GRANT OR RIGHT TO LAY AND MAINTAIN WATER PIPES  
AND CONVEY WATER FROM THE LAND OF THE GRANTOR

- (a) WHEREAS G.A. CLARKSON CONTRACTORS LIMITED a duly incorporated company having its registered office in Hamilton (hereinafter called "The Transferor") is

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 endorsed

hereon, in all those pieces of land situate in the Land Registration District of

South Auckland

containing FIRSTLY 4.7398 hectares

be the same a little more or less being Lot 1 on Deposited Plan S.16038 and being part Allotments 51, 52 and 241 of the Parish of Tamahere and being all the land comprised and described in Certificate of Title Volume 23C Folio 851 South Auckland Registry SUBJECT TO: - Fencing Covenant in Transfers S.353776 and S.363776 (hereinafter referred to as "the Transferor's firstly described land") and

SECONDLY, all that parcel of land containing 4.2744 hectares more or less being Lot 2 on Deposited Plan S.16038 and being part Allotment 53 Parish of Tamahere and being all of the land comprised and described in Certificate of Title Volume 23C Folio 852 South Auckland Registry SUBJECT TO: - Fencing Covenant in Transfer S.353776 and S.363776 (hereinafter referred to as "the Servient Tenement")

- (b) REGINALD ALLAN BARKER of Hamilton, Plumber and LAURETTA EUNICE BARKER his wife (hereinafter called "the Transferees") are registered as proprietors of an estate in fee simple subject similarly as aforesaid in all that piece of land situated in the Land Registration District of South Auckland containing 3.7660 hectares more or less, being Lot 2 on Deposited Plan S.12680 and being part Allotments 52 and 53 of the Parish of Tamahere and being all the land comprised and described in Certificate of Title Volume 10A Folio 119 SUBJECT TO: Fencing Covenant in Transfer S.462103 and to Memorandum of Mortgage H.161244.2 to the Waikato Savings Bank (hereinafter called "the Dominant Tenement")

- (c) The Transferor has for the consideration appearing below agreed to grant to the Transferee as an easement appurtenant to the Dominant Tenement a right to convey water from the spring upon the Servient Tenement for use on the Dominant Tenement ~~and the land adjoining the Dominant Tenement described as all that parcel of land containing 4.0469 hectares more or less being Lot 1 on Deposited Plan S.12091 and being parts Allotments 51 and 52 Parish of Tamahere and being all the land comprised and described in Certificate of Title Volume 8C Folio 896 South Auckland Registry~~ SUBJECT TO: Fencing Covenant created by Transfer S.363776 and to Mortgage S.505847 and having appurtenant thereto drainage easement created by Transfer S.353776 and for that purpose alone to

**D. Z. G. G. G. HP**

\*Conservation Act 1967.

TANNER, FITZGERALD & CO.  
BARRISTERS AND SOLICITORS

Partners:  
Keith William Tanner LL.M.  
Thomas Francis Purcell LL.B.  
John Campion LL.B.  
Edward Ole Kempthorne Blake LL.B.  
Michael Graeme Pocock LL.B.  
Timothy John Brears LL.B.

Consultant:  
John Redmond Fitzgerald

N.Z.I. Building  
Garden Place  
Hamilton, N.Z.

P.O. Box 95  
Telephone 394-983

TJB:MC  
8/115267

8th February 1982

The District Land Registrar  
Land Transfer Office  
HAMILTON

Attention Mr Hutcheson

Dear Sir

Rejection H.380480 - Barker and Clarkson

Referring to your letter of the 27th of January 1982, Messrs McCaw Smith & Arcus are now re-registering the transfer and you will note that we have inserted the alterations required. The easement has been made subject to the Water and Soil Conservation Act 1967 and reference to the land in CT 8C/898 has been deleted.

The surveyor has also re-checked the diagram and carried out any necessary alterations.

It may be that we could forfeit registration fees but we would ask these to be remitted in the circumstances, as we only just received the document back from the surveyors the other day.

Yours faithfully  
TANNER FITZGERALD & CO

Per 

T J BREARS

TANNER, FITZGERALD & CO.  
BARRISTERS AND SOLICITORS

Partners:  
Keith William Tanzer, LL.M.  
Thomas Francis Purcell, LL.B.  
John Campion, LL.B.  
Edward Oke Kempthorne Blackie, LL.B.  
Michael Graeme Pocock, LL.B.  
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John Redmond Fitzgerald

N ZI Building,  
Garden Place  
Hamilton, N.Z.

P.O. Box 95  
Telephone 394-983

TJB:MC  
8/115267

9 November 1981

The District Land Registrar  
Land Transfer Office  
HAMILTON

Dear Sir

CT 10A/1119

The Waikato Savings Bank were requested to allow McCaw Smith & Arcus to register the water easement instead of ourselves, but we should be grateful if you would treat this letter as authority for McCaw Smith to attend to registration.

Yours faithfully  
TANNER FITZGERALD & CO

per 

T J BREARS

Continuation Sheet

2. THE Transferee and their engineers and workmen, in the exercise of the right created by this instrument:-

- (a) Shall cause as little damage as possible to the surface of the Servient Tenement and at the cost of the Transferee effect all work with reasonable dispatch;
- (b) Shall restore the surface as nearly as possible in its former condition and shall replace the soil and consolidate and turf such surface to its proper level;
- (c) If necessary <sup>shall</sup> re-sow in English grasses with proper quantities of seed and manure for the full width and extent to which it has been disturbed or interfered with; and
- (d) Shall compensate the Transferor for all damage caused by any such work to any cultivation or crop or any kind for the time being sown or grown on or in the course of being harvested upon the Servient Tenement.

3. THE Transferees shall, at their own cost, (if they shall not have already done so) instal a pump, header tank and ancillary equipment in the shed marked "P" on the said plan attached hereto and shall at all times keep the said pump, tank and ancillary equipment in good repair and not permit them to do damage of any kind or become a nuisance by bursting, leakage or any cause whatsoever.

4. THAT should the flow of water from the spring be reduced to such a level that the Transferor (or the respective registered proprietors for the time being of the Transferor's firstly described land and the Servient Tenement) shall be unable to draw reasonable supplies for their domestic use and for any other purposes incidental to the use of both the Transferor's firstly described land and the Servient Tenement by the Transferor (or the respective registered proprietors for the time being of the Transferor's firstly described land and the Servient Tenement) including horticultural uses then the Transferees agree that the Transferor's (or the respective registered proprietors for the time being of the Transferor's firstly described land and the Servient Tenement) shall have the first right to withdraw whatever water may be necessary for those purposes until the supply of water returns to normal.

5. IF this Grant is (before due expiration) determined for any cause whatsoever, whether on the part of the Transferor or Transferee, the Transferee shall pay the costs of the preparation, stamping and registration of the necessary surrender PROVIDED THAT the Transferees at any time on giving three (3) calendar months' notice in writing on that behalf to the Transferor and on paying to the Transferor all damages, costs and other moneys if any payable under this Grant by the Transferee execute, stamp and register a Surrender of this Grant.

6. WHENEVER the Transferee defaults from the performance or observance of any of the other covenants or conditions expressed or implied on the part of the Transferee the Transferor may upon giving three (3) months' notice to the Transferee terminate this Grant and disconnect the pipeline from the spring but without releasing the Transferee from liability from any damages for any antecedent breach or default.

7. THE pipeline, pump, header and ancillary equipment installed by the Transferee shall remain the sole property of the Transferee who shall retain the sole right to remove the said pipeline on termination of this instrument.

8. THE water drawn from the said spring and conveyed along the said pipeline by the Transferee shall be used for the domestic use and for other purposes incidental to the ownership of only the following lands:-

- (a) The Dominant Tenement;

*L. J. E.*  
M. E. C.

- (b) The land adjoining the Dominant Tenement described as all that parcel of land containing 4.0469 hectares more or less being Lot 1 on Deposited Plan S.12091 and being parts Allotments 51 and 52 Parish of Tamahere and being all the land comprised and described in Certificate of Title Volume 8C Folio 898 South Auckland Registry SUBJECT TO Fencing Covenant created by Transfer S.363776 and to Mortgage S.505847 and having appurtenant thereto drainage easement created by Transfer S.353776.

9. THE Transferee shall pay to the Transferor one half of the following:-

- (a) The cost of electric power or any other form of energy required to operate the pumping system and for which the Transferor is liable to make payment to the relevant authority;
- (b) The maintenance of the said shed and any equipment required ~~jointly~~ jointly by the Transferor and the Transferee to operate the said system.

10. THE Transferees shall pay the costs of the Transferor and the Transferee of and incidental to the preparation, execution and registration of this Memorandum of Transfer.

11. THE easement created herein is subject to the provisions of the Water and\*  
IN WITNESS WHEREOF this Agreement has been executed this 17th day of September 1981 (One thousand nine hundred and eighty one)

THE COMMON SEAL of G.A. CLARKSON )  
CONTRACTORS LIMITED was hereunto )  
affixed in the presence of:- )

G.A. Clarkson Director  
My Attorney in relation



SIGNED by REGINALD ALLAN BARKER )  
and LAURETTA EUNICE BARKER in.. )  
the presence of: )

*[Handwritten signatures of Reginald Allan Barker and Lauretta Eunice Barker]*

*[Handwritten signatures of Reginald Allan Barker and Lauretta Eunice Barker]*

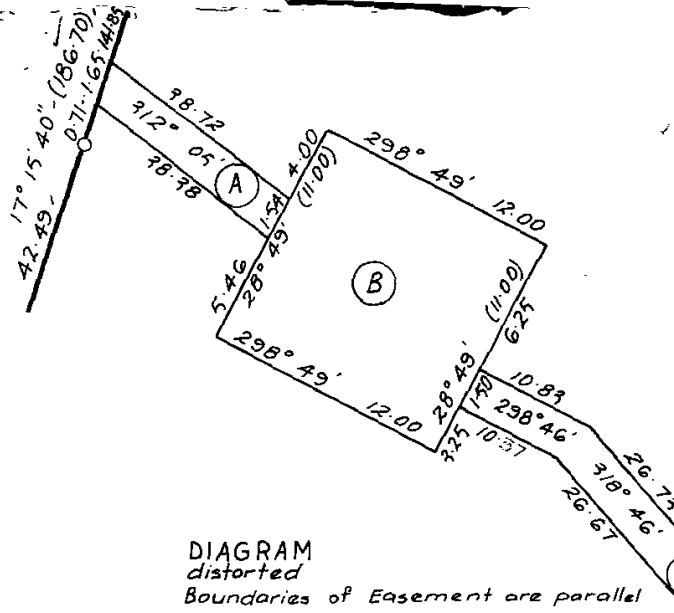
Water Easement over  
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being Pt Allots 52 & 53  
Parish of Tamahere  
Block III Hamilton SD

*B.H. Kneche*

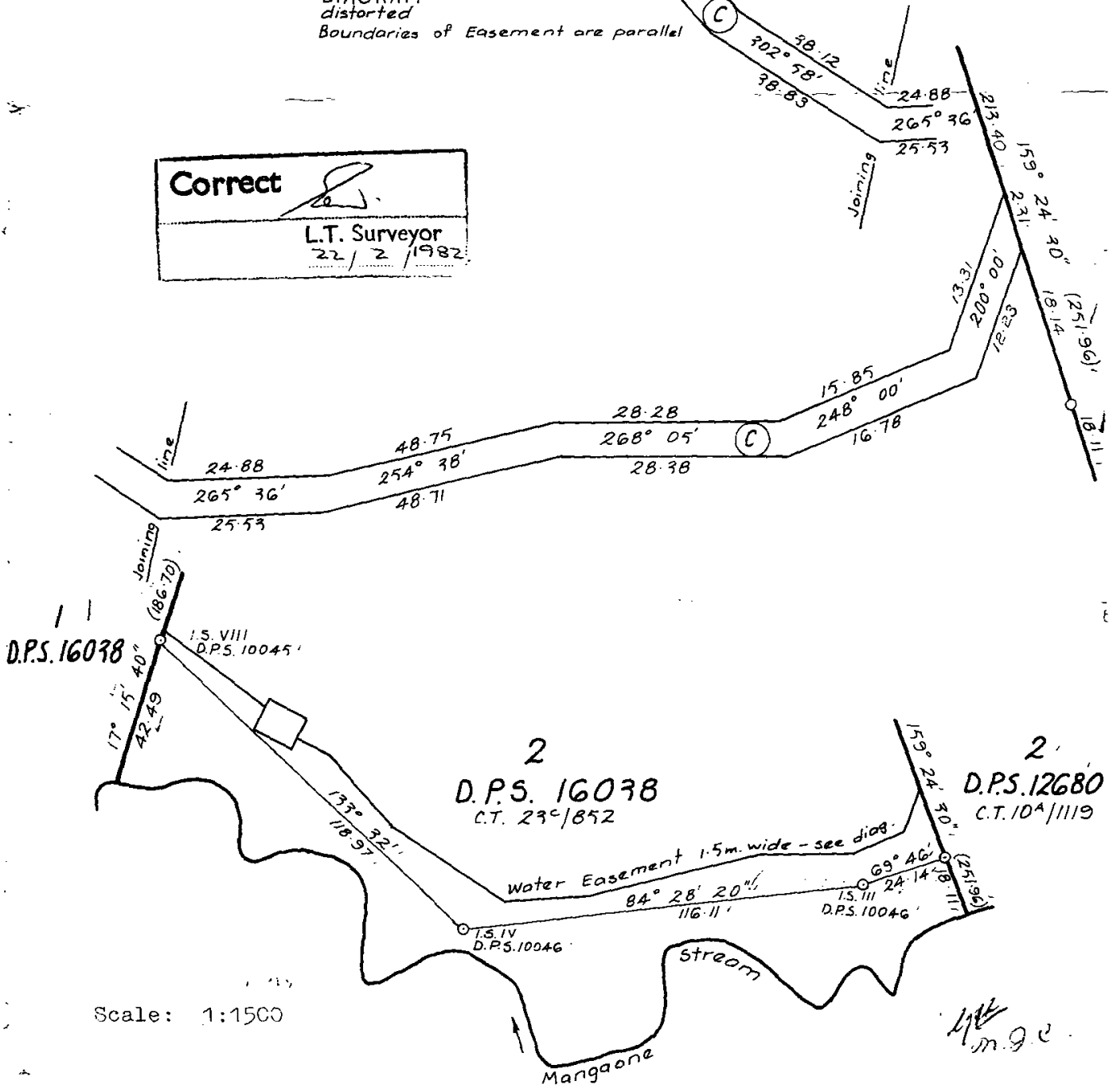
Registered Surveyor

11 February 1981

N



**Correct**  
*[Signature]*  
L.T. Surveyor  
22/2/1982



No.

Correct for the purpose of the Land Transfer Act.

# TRANSFER OF

AND GRANT OF RIGHT TO LAY AND MAINTAIN  
WATER PIPES AND CONVEY WATER FROM THE  
LAND OF THE GRANTOR

*S. J. Sanderson*  
Solicitor for Transferee.

G A CLARKSON CONTRACTORS LIMITED

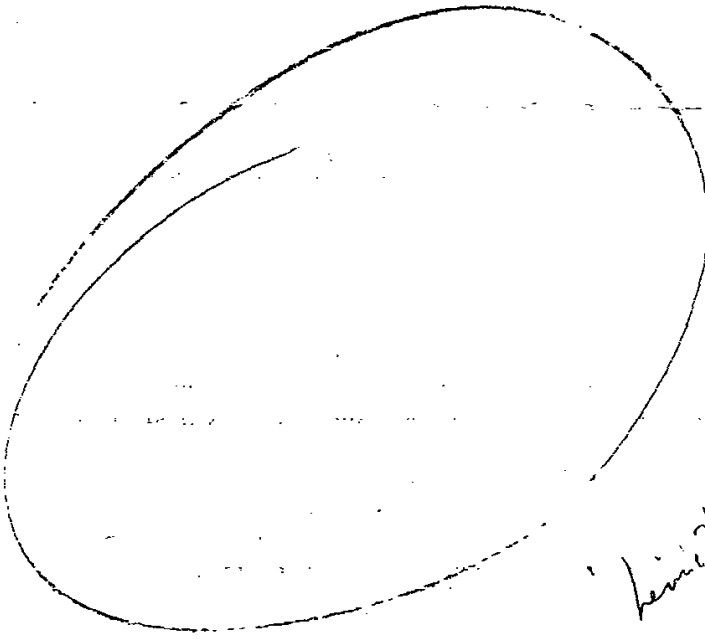
Transferor

BARKER, R A & L E

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.

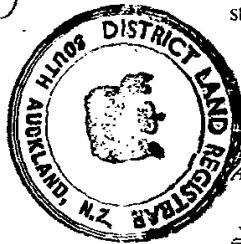


*limited as to duration*

*Consent*

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

*diagram fee.*



Assistant Land R

FEB 11 10 43 PM '82

District Land Registry  
Hamilton No. 2

230/852  
104/1119

H  
3 8 9 6 2 2

TANNER FITZGERALD & CO  
SOLICITORS  
HAMILTON

THE HAMILTON DISTRICT LAW SOCIETY

RICE PRINTERS

**B596715-2TE**

**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*

66C	565	All
-----	-----	-----

Transferor Surnames must be underlined

Reginald Allan Barker and Lauretta Eunice Barker

Transferee Surnames must be underlined

Alan Antony Woolley and Delphine Helena Woolley

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

Easement to convey water (continued on Page 2 Annexure Schedule)

Consideration


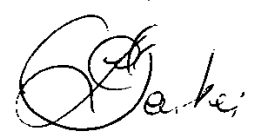
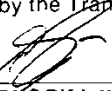
\$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE 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 27<sup>th</sup> day of Feb. 2000

Attestation

 	Signed in my presence by the Transferor
	Signature of Witness 
	<b>Witness to complete in BLOCK letters</b> (unless typewritten or legibly stamped)
	Witness name <u>David Connell</u>
	Occupation <u>Contractor</u>
	Address <u>Cedar Park Rd Tanchore.</u>
Signature, or common seal of Transferor	

**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 1971.  
(DELETE INAPPLICABLE CERTIFICATE)

## Annexure Schedule

TRANSFER

Dated

7/2/00

Page

2

of

2

Pages

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

1. The Transferee shall have a right to convey water (hereinafter called "the Easement") over that part of the Transferor's land contained in Certificate of Title 66C/565 marked "J" on Plan S.72882 to be forever appurtenant to all of the land contained in Certificate of Title 58C/632.

### 2. Rights and Powers in respect of the Easement

- (a) As set out in the Seventh Schedule to the Land Transfer Act 1952.
- (b) Dispute Resolution

If any difference or dispute arises relating to the terms of this easement certificate the parties will endeavour to resolve such difference or dispute by discussion and negotiation. If agreement is not reached then the parties will proceed to mediation and will agree on a suitable person to act as mediator. If the parties cannot agree on a mediator the president of the Waikato/Bay of Plenty Law Society (the PRESIDENT) will appoint a mediator.

The mediation will be in accordance with the mediation protocol of the Arbitrators' and Mediators' Institute of New Zealand Incorporated (the INSTITUTE). The mediation will be terminated by:

- (i) The signing of a settlement agreement by the parties; or
- (ii) Notice to the parties by the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified; or
- (iii) Notice by one or more of the parties to the mediator to the effect that further efforts at mediation are no longer justified; or
- (iv) The expiry of 60 working days from the mediator's appointment, unless the parties express their consent to an extension of the period.

If the mediation is terminated as provided above and the matter is still unresolved then the matter will be referred to and finally resolved by arbitration in accordance with the current arbitration protocol of the INSTITUTE. The arbitration will be by one arbitrator to be agreed on by the parties and if they fail to agree, then by an arbitrator to be appointed by the PRESIDENT.

mm587

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.

# TRANSFER

Land Transfer Act 1952

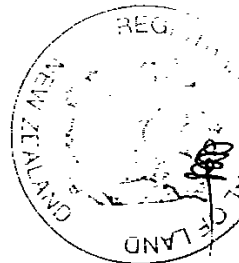
SUBJECT TO SECTION 243 (a)  
RESOURCE MANAGEMENT ACT 1991

for [signature]  
RGL

26  
8128  
1133

Law Firm Acting

Auckland District Law Society  
REF 4135



12.58 13.MAR.00 B 596715.2  
15-3-2000 at 9.00  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY SOUTH AUCKLAND  
FOR REGISTRAR - GENERAL OF LAND

PRODUCED  
ENTERED

This page is for Land Registry Office use only.  
(except for "Law Firm Acting")



3596716-1

Approved by the District Land Registrars: North Auckland 4221/75, South Auckland H.008116/1974, Canterbury 957768, Marlborough 75776, Gisborne 112239.9, Hawkes Bay 303051, Taranaki 217464.1, Wellington A038045, Westland 45629.

EC

## EASEMENT CERTIFICATE

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

~~XX~~ WE, Reginald Alan BARKER and Lauretta Eunice BARKER being the registered proprietors of the land firstly described in the Schedule; and  
Peter Campbell GILBERT and Gay GILBERT being the registered proprietors of the land secondly described in the Schedule

~~being the registered proprietor 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  
Nineteenth day of April 1999 under No. S.83808  
are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

### SCHEDULE

Firstly, Lots 3 and 4 DPS.83808, ~~DEPOSITED PLAN NO~~ Titles 66C/564 and 66C/565  
Secondly, Lot 1 DPS.72882, Title 66C/632

N.B. On no account should this margin be used

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 to convey water	Lot 4 DPS.83808	A on DPS.83808	Lot 1 DPS.72882 Lot 3 DPS.83808	58C/632 66C/564
		B on DPS.83808	Lot 1 DPS.72882	58C/632
		C, D & E on DPS.83808	Lot 3 DPS.83808	66C/564
Right to convey electricity, telecommunications and gas	Lot 3 DPS.83808	F & G on DPS.83808	Lot 4 DPS.83808	66C/565

N.B. On no account should this margin be used

*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:

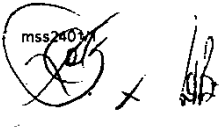
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*N.B. On no account should this margin be used*

**1. RIGHTS AND POWERS:**

- (a) The Right to Convey Water easement shall have the same rights and powers as set out in the Seventh Schedule to the Land Transfer Act 1952 that are applicable to a right to convey water easement.
- (b) The Right to Convey Electricity easement shall have the rights and powers as set out in clauses 2 and 5 of the Seventh Schedule to the Land Transfer Act 1952 subject to the word "electricity" being substituted for the word "water" wherever the same appears in the said clause 2 and subject to the words "wire, cables, conduits and associated fittings" being substituted for the words "line of pipes", "pipe or pipes" and "pipe lines" wherever the same appear in the said clause 5.
- (c) The Right to Convey Gas easement shall have the rights and powers as set out in clauses 2 and 5 to the Seventh Schedule to the Land Transfer Act 1952 subject to the word "gas" being substituted for the word "water" wherever the same appears in the said clause 2.
- (d) The Right to Convey Telecommunications easement shall have the rights and powers as set out in clauses 2 and 5 to the Seventh Schedule to the Land Transfer Act 1952 subject to the words "telecommunications equipment" being substituted for the word "water" wherever the same appears in the said clause 2 and subject to the words "wires, cables, conduits and associated fittings" being substituted for the words "line of pipes", "pipe or pipes" and "pipe lines" wherever the same appear in the said clause 5.

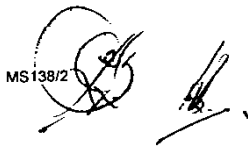
mss2403  


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

**RIGHT TO CONVEY WATER, RIGHT TO CONVEY ELECTRICITY, RIGHT TO CONVEY TELECOMMUNICATIONS AND RIGHT TO CONVEY GAS.**

- (a) The cost of maintenance of the pipes, pipelines, lines of pipe, wires, cables, conduits and any associated plant and fittings (referred to as the easement equipment) will be borne equally by the registered proprietors for the time being of the dominant tenements having the benefit of the relevant easement equipment except where such cost is occasioned by any wilful or negligent act or omission on the part of a registered proprietor of a dominant tenement or servient tenement or their agents, servants, contractors, permitted occupants, residents or invitees in which case such cost shall be borne by the registered proprietor of that tenement.
- (b) All easement equipment shall be laid underground.

MS138/2

A circular stamp with the text "MS138/2" is visible. Overlaid on the stamp is a handwritten signature. To the right of the stamp is another handwritten mark, possibly a date or initials.

N.B. On no account should this margin be used

N.B. On no account should this margin be used

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

See attached

Dated this

2nd

day of

June

19 2000

Signed by the above-named

REGINALD ALLAN BARKER and  
LAURETTA EUNICE BARKER

*Reginald Barker*

*Lauretta E. Barker*

in the presence of

Witness Signature : *C.F. Clark*

Witness *C.F. CLARK*

Occupation *Retired*

Address *Hamilton*

Signed by the above-named PETER CAMPBELL GILBERT  
and GAY GILBERT

in the presence of : Witness Signature : *Heidi Welham*

Witness name *Heidi Welham*

Occupation *Teacher*

Address : *32 Cedar Park Rd. Tamahere*

LT31

# EASEMENT CERTIFICATE

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

*Correct for purposes of the Land Transfer Act*

\_\_\_\_\_

*[Signature]*

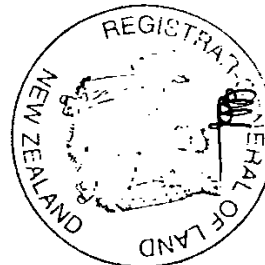
*(Solicitor for) the registered proprietor*

*N.B. On no account should this margin be used*

*N.B. On no account should this margin be used*

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

District \_\_\_\_\_ Land Registrar  
Assistant  
of the District of \_\_\_\_\_



**PRODUCED** 12.58 13.MAR00 B 596716.1  
**ENTERED** 15.3.2000 at 9.00  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY SOUTH AUCKLAND  
FOR REGISTRAR - GENERAL OF LAND

①  
B/C  
38  
10

*[Handwritten signature]*

LT31

Avon Publishing Ltd.,

Auckland 4

**REGISTER**



# B538333.5 EC

Approved by the District Land Registrars: North Auckland 4221/75, South Auckland H.008116/1974, Canterbury 957768, Marlborough 75776, Gisborne 112239.9, Hawkes Bay 303051, Taranaki 217464.1, Wellington A038045, Westland 45629.

## EASEMENT CERTIFICATE

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

I, WE, REGINALD ALLAN BARKER, Plumber and LAURETTA EUNICE BARKER, Married Woman, both of Hamilton

being the registered proprietor 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 19 99 under No. S.83808 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. 83808

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 2	A	Lot 4	66C/563 66C/564 66C/565
Power )				
Telephone )				
Water Supply )	Lot 4	B	Lot 2	
Gas )				
Right to drain stormwater				
Right to drain stormwater	Lot 3	D	Lots 2 & 4	
Right to drain stormwater	Lot 4	E	Lot 2	

N.B. On no account should this margin be used

N.B. On no account should this margin be used

*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:

The rights and powers set out in the attached Insert Sheets 1, 2, 3 & 3A ~~are in~~ addition to those set out in the Seventh Schedule of the Land Transfer Act 1952.

*N.B. On no account should this margin be used*

*N.B. On no account should this margin be used*

**INSERT SHEET 1**

**RIGHTS AND POWERS IN ADDITION TO THOSE SET OUT IN THE SEVENTH  
SCHEDULE TO THE LAND TRANSFER ACT 1952**

**1. ELECTRICITY SUPPLY EASEMENT:**

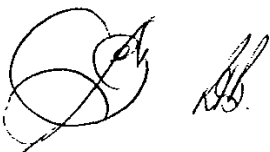
The following provisions shall apply to each electricity supply easement:

- (a) The right of the grantee and other authorised persons (in common with the grantor and all others having the like right) to lead and convey electricity and electric impulses, without interruption or impediment (except during any periods of necessary renewal or repair) from the public street adjoining the servient land by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the electricity supply area to the dominant land.;
- (b) The grantee shall be responsible for arranging:
  - (i) The installation of the electricity supply; and
  - (ii) The repair and maintenance of the electricity supply so as to keep it in good order, repair and condition and to prevent its becoming a danger or a nuisance.
- (c) The grantee shall also have the rights and powers set out in clauses 2 and 5 of the Seventh Schedule of the Land Transfer Act 1952 (the SCHEDULE) subject to:
  - (i) The word "water" in clause 2 of the SCHEDULE being substituted with the words "electricity and electric impulses".
  - (ii) The words "pipe" and "pipes" in clause 5 of the SCHEDULE being substituted with the words "conduits, cables or pipes".

**2. TELECOMMUNICATIONS SERVICE EASEMENT:**

The following provisions shall apply to each telecommunications easement:

- (a) The right for the grantee and other authorised persons (in common with the grantor and all others having the like right) to transmit telecommunications and similar services without interruption or impediment (except during any periods of necessary renewal and/or repair) from the public street adjoining the servient land by means of conduits, cables or pipes laid or to be laid under the surface and through the soil of the telecommunications service area to the dominant land;



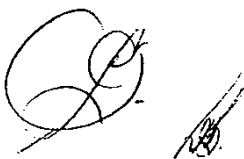
## **INSERT SHEET 2**

- (b) The grantee shall be responsible for arranging:
  - (i) The installation of the telecommunications service; and
  - (ii) The repair and maintenance of the telecommunications service so as to keep it in good order, repair and condition and to prevent its becoming a danger or a nuisance.
- (c) The grantee shall also have the rights and powers set out in clauses 2 and 5 of the Seventh Schedule of the Land Transfer Act 1952 (the SCHEDULE) subject to:
  - (i) The word "water" in clause 2 of the SCHEDULE being substituted with the words "telecommunications and telephonic impulses".
  - (ii) The words "pipe" and "pipes" in clause 5 of the SCHEDULE being substituted with the words "conduits, cables or pipes".

### **3. RIGHT OF WAY EASEMENT:**

The following provisions shall apply to each right of way easement:

- (a) The right for the grantee and other authorised persons (in common with the grantor and other authorised persons) to pass and repass:
  - (i) On foot with or without domestic animals of any kind; and
  - (ii) With motor and other vehicles, laden and unladen, machinery and implements of any kind for all purposes connected with the use and enjoyment of the dominant land over and along the right of way area:
- (b) The grantor and the grantee shall be equally responsible for the maintenance of the right of way in good repair and condition.

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### **INSERT SHEET 3**

#### **4. RIGHT TO DRAIN STORMWATER EASEMENT:**

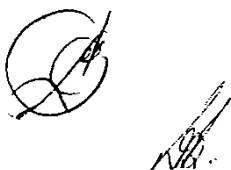
The following provisions shall apply to each right to drain stormwater easement:-

- (a) The right for the grantee and other authorised persons (in common with the grantor and all others having the like right) to drain stormwater (whether rain, tempest, spring, soakage or seepage water) in quantities in free and unimpeded flow except during any periods of necessary cleansing, renewal or repair from the dominant land through pipes and conduits laid or to be laid under the surface of and through the soil of the right to drain stormwater area to Lot 3 DPS.66957 adjoining the servient land;
- (b) In the event of the registered proprietor of Lot 2 DPS.83808 intending to utilise the right to drain stormwater easement then the registered proprietor of Lot 2 DPS.83808 shall be responsible for installing the necessary pipeline to enable them to utilise the easement.
- (c) While the registered proprietor of Lot 2 DPS.83808 does not utilise the right to drain stormwater easement, the registered proprietor of Lot 4 DPS.83808 shall be solely responsible for the maintenance of the stormwater drainage pipeline. In the event of the registered proprietor of Lot 2 DPS.83808 utilising the right to drain stormwater easement, then maintenance of the stormwater drainage pipeline shall be shared equally between the registered proprietors for the time being of Lots 2 and 4 DPS.83808.

#### **5. WATER SUPPLY EASEMENT:**

The following provisions shall apply to each water supply easement:

- (a) The right for the grantee and other authorised persons (in common with the grantor and all others having the like right) to convey and lead water in free and unimpeded flow (except during any periods of necessary cleansing, renewal and/or repair) from the public street adjoining the servient tenement through pipes and conduits laid or to be laid under the surface of and through the soil of the water supply area to the dominant tenement;
- (b) The grantee shall be responsible for arranging:
  - (i) The installation of the water supply; and
  - (ii) The repair and maintenance of the water supply so as to keep it in good order, repair and condition and to prevent its becoming a nuisance.



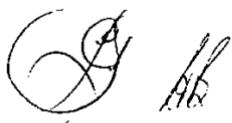
**INSERT SHEET 3A**

**3. GAS SUPPLY EASEMENT:**

The following provisions shall apply to each gas supply easement:

- (a) The right for the grantee and other authorised persons (in common with the grantor and all others having the like right) to convey and lead gas in free and unimpeded flow (except during any periods of necessary renewal and/or repair) from the public street adjoining the servient land by means of conduits or pipes laid or to be laid under the surface of and through the soil of the gas supply area to the dominant land;
- (b) The grantee shall be responsible for arranging:
  - (i) The installation of the gas supply; and
  - (ii) The repair and maintenance of the gas supply so as to keep it in good order, repair and condition and to prevent its becoming a nuisance.
- (c) The grantee shall also have the rights and powers set out in clauses 2 and 5 of the Seventh Schedule of the Land Transfer Act 1952 (the SCHEDULE) subject to:
  - (i) The word "water" in clause 2 of the SCHEDULE being substituted with the word "gas".
  - (ii) The words "pipe" and "pipes" in clause 5 of the SCHEDULE being substituted with the words "conduits or pipes".

A handwritten signature, possibly 'S. J.', is written in the bottom left corner of the page. Below the signature are the initials 'NS'.



**INSERT SHEET 4**

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

The following provisions are applicable to the easements recorded by this certificate:

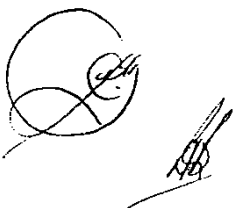
- (a) Each grant shall be for all time ("the term") from the date such easements are deemed to be created pursuant to section 90A(6) of the Land Transfer Act 1952.
- (b) No power is implied in respect of any easement for the grantor to determine the easement for breach of any provision in this certificate (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist ~~(for all time)~~ ~~(for the term)~~ unless it is surrendered.
- (c) If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this certificate the following provisions shall apply:
  - (i) The other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of seven days from service of the default notice the other party may perform such obligation;
  - (ii) If at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
    - (A) Perform such obligation; and
    - (B) For that purpose enter onto the relevant servient land or dominant land and carry out any work;
  - (iii) The defaulting party shall be liable to pay to the other party the costs of the default notice and the specified proportion of the costs incurred in performing such obligation;
  - (iv) The other party may recover from the defaulting party as a liquidated debt any moneys payable pursuant to this sub-clause.
- (d) The grantor shall not do any act which impedes, interferes with or restricts the rights of the grantee and other authorised persons in relation to any easements;
- (e) (i) The grantee may for the purpose of complying with any obligation of the grantee under this certificate in relation to any easement:



**INSERT SHEET 5**

- (A) Enter the servient land with or without agents, servants, contractors and work persons with all necessary tools, implements, machinery, vehicles or equipment;
  - (B) Remain on the servient land for such time as is reasonable for the purpose of performing such obligations:
- (ii) In exercising any rights under this sub-clause the grantee shall:
- (A) Cause no more damage, disturbance, inconvenience and interruption to the servient land and to its use than is reasonably necessary; and
  - (B) Forthwith make good any damage done to the servient land and to the occupier of the servient land.
- (f) Any dispute arising out of or relating to this contract may be referred to mediation, a dispute resolution process in which an independent mediator facilitates negotiation between the parties. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with a mediator to discuss whether mediation would be helpful in the circumstances. The parties will agree on a suitable person to act as mediator or will ask the Arbitrators' and Mediators' Institute of New Zealand Inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc.

Any dispute arising out of or relating to this contract which is not resolved by mediation shall be finally decided by arbitration in accordance with the Arbitration Act 1996.

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## INSERT SHEET 6

### INTERPRETATION

In these conditions unless the context otherwise requires:

"The certificate" means this easement certificate (including these conditions) as varied from time to time.

"These conditions" means these conditions as varied from time to time.

"Dominant land" in relation to any easement means the land described in the Schedule to which the relevant easement is appurtenant.

"Easement" means an easement recorded by the certificate.

"Electricity supply area" means that part of the land described in the Schedule as being subject to a power easement.

"Electricity supply easement" means the rights recorded by the certificate in relation to each electricity supply area.

"The grantee and other authorised persons" in relation to any easement means the grantee and the agents, servants, workpersons, tenants, licensees and invitees of the grantee and all other persons authorised or admitted by the grantee to enjoy the relevant easement and, where the context so admits, means any such persons.

"The grantee" in relation to any easement means the registered proprietor for the time being of the dominant land to which the relevant easement is appurtenant.

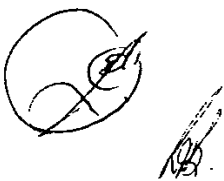
"The grantor and other authorised persons" in relation to any easement means the grantor and the agents, servants, work persons, tenants, licensees and invitees of the grantor and all other persons authorised or admitted by the grantor to enjoy the relevant easement and, where the context so admits, means any such persons.

"The grantor" in relation to any easement means the registered proprietor for the time being of the servient land to which the relevant easement is appurtenant.

"The plan" means Deposited Plan No. S.83808.

"Right of way area" means that part of the land described in the Schedule as being subject to a right of way easement.

"Right of way easement" means the rights recorded by the certificate in relation to each right of way.

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**INSERT SHEET 7**

"Right to drain stormwater area" means that part of the land described in the Schedule described as being subject to a right to drain storm water easement.

"Right to drain stormwater easement" means the rights recorded by the Certificate in relation to each right to drain stormwater.

"Telecommunications service area" means that part of the land described in the Schedule as being subject to a telephone easement.

"Telecommunications service easement" means the rights recorded by the certificate in relation to each telecommunications service area.

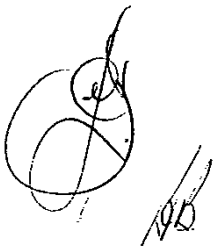
"Water supply area" means that part of the land described in the Schedule described as being subject to a water supply easement.

"Water supply easement" means the rights as recorded by the certificate in relation to each water supply area.

"Gas supply area" means that part of the land described in the Schedule as being subject to a gas easement.

"Gas supply easement" means the rights recorded by the certificate in relation to each gas supply area.

"Servient land" in relation to any easement means the land described in the First Schedule which is subject to the relevant easement.

A handwritten signature, possibly 'S. J.', is written in a cursive style. Below it, the initials 'V.D.' are written in a more straightforward, blocky style.

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

See insert sheets 4, 5, 6 and 7.

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N.B. On no account should this margin be used

Dated this 14th day of April 19 99

Signed by the above-named  
REGINALD ALLAN BARKER and  
LAURETTA EUNICE BARKER

In the presence of

Witness: .....  
STEPHEN BROOKER  
Occupation: ..... SOLICITOR .....  
HAMILTON  
Address: .....


*[Signature]*  
*[Signature]*

688888 13 APR 1999

# EASEMENT CERTIFICATE

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

*Correct for purposes of the Land Transfer Act*



*(Solicitor for) the registered proprietor*

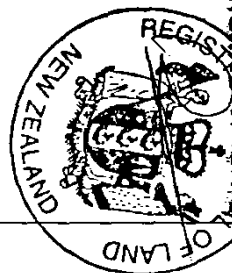
*N.B. On no account should this margin be used*

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

*N.B. On no account should this margin be used*

District Land Registrar  
Assistant  
of the District of .....

McCaw Lewis Chapman  
Solicitors  
HAMILTON (MSS)



PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY SOUTH AUCKLAND  
FOR REGISTRAR - GENERAL OFFICE OF LAND

9.02 19.APR.99 B 538333

B538333.3  
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 3 and 4 on Deposited Plan S.83808 being a subdivision of Lots 1 and 2 on Deposited Plan S.66957 comprised in Certificates of Title Volume 53C Folio 97B and Volume 53C Folio 979 (South Auckland Registry).

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

1. The vegetative cover and planting of gully slopes be maintained to assist in the control of surface erosion;
2. Any ponding of stormwater at the top of all slopes be prevented and there be no concentrated flows of stormwater, such as discharges from stormwater pipes, over the edge of gully slopes.
3. No fill, including inorganic or organic matter, be placed in the gully of the Mangoene Stream.
4. The gully areas be managed to conserve soil and control erosion of the gully embankments.
5. The owners and all subsequent owners of Lots 3 and 4 be advised of the above conditions.

**DATED** at Ngaruawahia this 9<sup>th</sup> day of December 1998

  
WARWICK LESLIE BENNETT  
Principal Administrative Officer

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PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY SOUTH AUCKLAND  
FOR REGISTRAR - GENERAL OF LAND

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