



Easement instrument

Dated 21 - 5 . 04

Page 1 of 3 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land covenant to create rights and powers in respect of shared access allotment used for vehicular access to the properties of the Grantor and Grantee	Lot 15 Deposited Plan 317756 containing 461m2 (hereinafter referred to as "the access allotment")	69671 69672 69673 69674 69675 69676	69671 69672 69673 69674 69675 69676

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

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

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

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

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

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

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

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

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

~~[Annexure Schedule 2].~~

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

Annexure Schedule



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

Easement

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(Continue in additional Annexure Schedule, if required.)

LAND COVENANT

The Grantor **HEREBY COVENANTS WITH THE GRANTEE** and agrees for the benefit of each of the Dominant tenements and each of their registered proprietors from time to time that the Grantee will henceforth and always have and enjoy the rights and powers set out as follows to the end and intent that each of these rights and powers shall forever enure for the benefit of the Dominant tenements namely:

- (i) 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 access allotment
- (ii) The right to establish a driveway on the access allotment 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 access allotment; and any necessary rights of entry on the access allotment with or without machinery, plant and equipment
- (iii) The right to have the access allotment and in particular the driveway established thereon 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
- (iv) The right to a reasonable contribution from the other owners or occupiers sharing the use of the access allotment and the driveway thereon towards the cost of establishment, maintenance, upkeep and repair of the driveway to an appropriate standard for vehicular use. Unless otherwise agreed such costs shall be shared equally by the owners or occupiers sharing the use of any particular section of the driveway (but subject to paragraph (v))
- (v) The right to recover from the other owners or occupiers sharing the use of the access allotment and the driveway thereon 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

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

Annexure Schedule



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

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(Continue in additional Annexure Schedule, if required.)

AND THE GRANTOR AND THE GRANTEE AGREE that if a dispute in relation to the access allotment or the driveway thereon arises between the Grantor and the Grantee or between any parties who have a registered interest in the access allotment then:

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party or parties; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within one (1) calendar month of the written particulars being given (or any longer period agreed by the parties) :
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996 or any amendment or re-enactment thereof; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed upon by the parties or failing agreement, to be appointed by the President of the Auckland District Law Society

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Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Transfer

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

McVEAGH KENNEDY SOLICITORS NOMINEE COMPANY LIMITED	as Mortgagee under Mortgage 539181.5
---	---

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

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

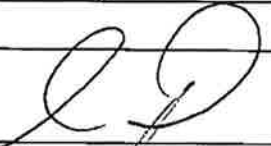
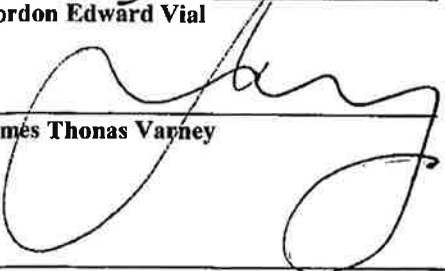
[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:
the creation of Land Covenant

Dated this 21st day of may **2004**

Attestation

 _____ Gordon Edward Vial	Signed in my presence by the Consentor by two of its directors Signature of Witness
 _____ James Thomas Varney	Witness to complete in BLOCK letters (unless legibly printed) Witness name
_____ Signature of Consentor	Occupation Address

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



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Dated

[]

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land covenant to create rights and powers in respect of building scheme	Lots 1 – 14 incl Deposited Plan 317756	69665	69665
		69666	69666
		69667	69667
		69668	69668
		69669	69669
		69670	69670
		69671	69671
		69672	69672
		69673	69673
		69674	69674
		68675	69675
		69676	69676
		69677	69677
69678	69678		

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Covenant provisions

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[Signature]

Annexure Schedule



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

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Page 2 of 2 Pages

(Continue in additional Annexure Schedule, if required.)

LAND COVENANT

The Grantor **HEREBY COVENANTS** with the Grantee and for the benefit in perpetuity each of the Dominant Tenements its successors in title and each of their registered proprietors from time to time and for the purpose of the formation of a building scheme for the benefit of such of the lots comprised in Deposited Plan 317756 to the intent that each of these rights powers and obligations shall forever enure for the benefit of the Dominant Tenements, that it will not do the following things:

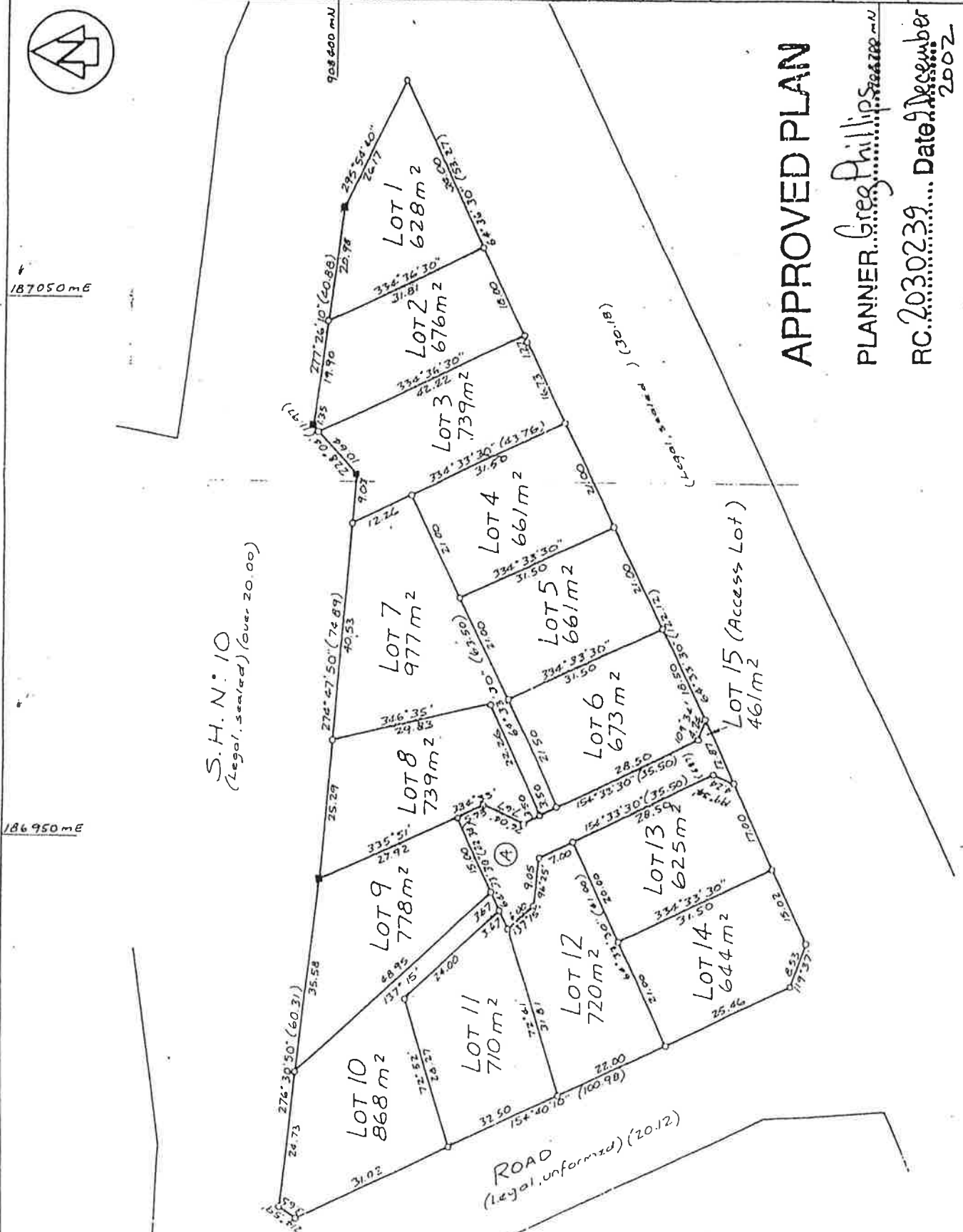
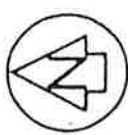
- (a) erect or place or permit to be erected or placed on the said land any building other than a new building and in the case of a dwelling house its value shall be not less than \$90,000.00.
- (b) fail to fully enclose and cover in the dwelling within 12 months of the laying of the foundations for the dwelling.
- (c) occupy or use as a residence the dwelling until it has been substantially completed.
- (d) erect or place or permit to be erected or placed upon the land any caravan, hut, tent or shed to be used as a dwelling for more than six weeks per year except such as may be used in conjunction with the construction of a permanent dwelling and which will be removed from the said land upon completion of the construction work for the permanent dwelling.
- (e) permit to be bought on to or remain on the land any materials, debris, rubbish, trade vehicles, trade equipment or trade signs other than may be reasonably necessary during the time building is in progress on the land.

AND if there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Purchaser may have to any person having the benefit of these covenants the Purchaser will on demand by the Vendor or any of the registered proprietors of any of the lots on the plan of subdivision of which the land sold herein forms part

- (i) pay to the person making such demand as liquidated damages the sum of **FIVE THOUSAND DOLLARS (\$5,000.00)** per month of a sum equal to the damage suffered as a result of the breach or non-observance of the foregoing covenants or any of them whichever is the greater, and
- (ii) cease operating in breach of the foregoing covenants, and
- (iii) remove or cause to be removed from the said land any building used erected or repaired in breach or non-observance of the said restrictive covenants, and
- (iv) replace any building material used or permitted to be used in breach or non-observance of the said restrictive covenants.

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GARY JOHNS INVESTMENT - WHOTALL ROAD - (278)



S.H.N: 10
(Legal, sealed) (over 20.00)

ROAD
(Legal, unformed) (20.12)

Approvals
I hereby certify that this plan was approved by the Far North District Council pursuant to Section 223 of the Resource Management Act 1991 on the 7th of September 1999, subject to the granting or reserving of the easement set out in the Memorandum hereon and subject to the amalgamation condition set out hereon.

P. Phillips
Authorized Officer
R.C. 1970756

Memorandum of Easements in Gross	
Propose	Shown
Electricity Supply	Top Energy Ltd
Telecom - Telecommunications	Telecom NZ Ltd

Amalgamation Condition
That Lot 15 hereon (Access) be held by six undivided one sixth shares by the owners of Lots 7, 8, 9, 10, 11, 12 hereon as tenants in common in the said shares and that individual beneficiaries of the be issued in accordance with New C.S.T. Allocation

- LOT 1 -
- LOT 2 -
- LOT 3 -
- LOT 4 -
- LOT 5 -
- LOT 6 -
- LOT 7 -
- LOT 8 -
- LOT 9 -
- LOT 10 -
- LOT 11 -
- LOT 12 -
- LOT 13 -
- LOT 14 -

Total Area... 10,560.00 ha

Comprised in C.T. 885/146 (All)

I, Donald Banning, Surveyor, being the registered Surveyor and holder of an annual practicing certificate who may act as a registered surveyor pursuant to section 25 of the Survey Act 1980, hereby certify that this plan has been made in accordance with the provisions of the Survey Act 1980 and that the survey is correct and has been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof. Dated at Kaipara, this 19th day of September 1999.

Field Book
Reference Plans
Examined
Approved as to Survey
Deposited this day of 19.....

Chief Surveyor
District Land Registrar

APPROVED PLAN

PLANNER: Greg Phillipps

RC.2030239 Date 9 November 2002

TERRITORIAL AUTHORITY Far North District
Surveyed by D.B. van Sturmer
Scale 1:500
Date August 1999

LOT 1-15 BEING A SUBDIVISION OF
SEC. 7, S.O. 64503.
RECORD MAP NO
Far North Auckland
& DIST. K. Manganui