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Fencing Covenant

Edgewater Developers Limited

Registered Proprietor

and

The Far North District Council

Council

Date

F 6 COV 50.

This **Fencing Covenant** is made on *7th day of April* 2006

between (1) **Edgewater Developers Limited (Registered Proprietor)**

and (2) **The Far North District Council (Council)**

Introduction

- A. The Registered Proprietor is registered as proprietor of all the land listed in Schedule 1 (**Land**).
- B. The Council has previously granted the Registered Proprietor consent to the construction of a subdivision on land of which the Land forms part. The subdivision scheme plan provides for reserves and local purpose accessways to be created that will vest in the Council (**Reserve**) and the Reserve will adjoin a number of sections in the subdivision, including the Land.
- C. It is a condition of the subdivision consent that the Registered Proprietor enter into and register a fencing covenant to indemnify the Council from having to contribute to the costs of erecting and maintaining any fencing between any part of the Land and the Reserve.
- D. In order to comply with this condition of the subdivision consent the Registered Proprietor now enters into this fencing covenant.

It is agreed

- 1. The Council, and its successors in title, shall not be liable to contribute towards the cost of or assist in the erection or maintenance of any fence or contribute to the cost of Work as defined in the Fencing Act 1978 (**Act**) on any dividing or boundary fence between the Land and the Reserve. The benefit of this covenant shall not enure for the benefit of any subsequent purchaser for value of the Reserve.
- 2. Pursuant to Section 5(2) of the Act, the burden of this fencing covenant shall run with the land and shall bind the Registered Proprietor and the Registered Proprietor's successors and assigns.
- 3. Pursuant to Section 6(2) of the Act, once registered this fencing covenant will not expire 12 years from the date of registration.

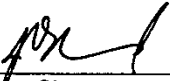


Execution

Executed as a fencing covenant.

SIGNED on behalf of **Edgewater Developers Limited** by its duly authorised attorney in the presence of:





Witness Signature

Attorney
Timothy Ian Mackenzie Strey

Print Name

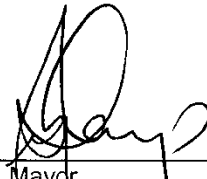
Print Name **James Vernon Edwards**
Solicitor


Occupation **Auckland**

Address

**THE COMMON SEAL of
The Far North District Council**
was hereunto affixed in the
presence of:





Mayor


Authorised person

Certificated correct for the purposes of the
Land Transfer Act 1952



Solicitor for the Registered Proprietor

Schedule of Registered Proprietor's Land

	Certificate of Title	Legal Description
1.	NA 252308	Lot 1 DP361931
2.	NA 252318	Lot 11 DP361931
3.	NA 252319	Lot 18 DP361931
4.	NA 252320	Lot 19 DP 361931
5.	NA 252321	Lot 20 DP 361931
6.	NA 252322	Lot 21 DP 361931
7.	NA 252323	Lot 22 DP 361931
8.	NA 252324	Lot 23 DP 361931
9.	NA 252325	Lot 24 DP 361931
10.	NA 252326	Lot 25 DP 361931
11.	NA 252328	Lot 85 DP361931
12.	NA 252329	Lot 86 DP361931
13.	NA 252336	Lot 93 DP361931
14.	NA 252337	Lot 94 DP361931
15.	NA 252338	Lot 95 DP361931
16.	NA 252339	Lot 96 DP361931
17.	NA 252340	Lot 97 DP361931
18.	NA 252342	Lot 99 DP361931
19.	NA 252343	Lot 100 DP361931
20.	NA 252344	Lot 101 DP361931

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, TIMOTHY IAN MACKENZIE STOREY of Auckland, **HEREBY CERTIFY:**

1. **THAT** by Deed dated the 14th day of February 1996, I was appointed Attorney of **EDGEWATER DEVELOPERS LIMITED** on the terms and subject to the conditions set out in that Deed, a copy of which is deposited at the Land Titles Office (North Auckland) C.961915.1.
2. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment.

SIGNED at Auckland this *7th* day of *April* 2006



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