

528591.1 BLR

Survey Plan Relating to Scheme Plan  
of Subdivision No.W. 11441

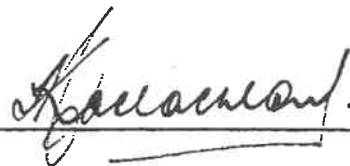
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W A I T E M A T A      C I T Y      C O U N C I L

I, Kenneth Maclachlan, Town Clerk of the Waitemata City Council hereby certify that the following resolution was passed at a meeting held on the 16th August 1976.

"That the Survey Plan of Subdivision relating to Scheme Plan No.W. 11441 of Subdivision of Part Lot 40, D.P. 76748 comprised in C.T. 33B/138 owned by Sunline Homes be approved under Section 351 of the Municipal Corporations Act 1954 and under Section 180 the Rights of Way shown thereon conditional upon the granting or reserving of the easements referred to in the Memorandum of Easements endorsed thereon and subject also to the conditions that no new buildings shall be erected nor shall any buildings be re-built or re-erected or be substantially re-built or re-erected on Lots 1 - 6, 26 - 35, within ten (10) metres of the middle line of Parma Place (Lot 37)."

Signed by Kenneth Maclachlan,  
Town Clerk of the Waitemata  
City Council on behalf of and  
by the authority of the said  
Council under Section 402 of the  
Municipal Corporations Act 1954.

  
\_\_\_\_\_



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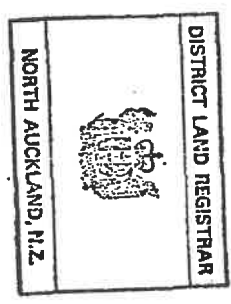
DISTRICT LAND REGISTRY  
AUCKLAND NO. :

DEC 8 2 01 PM '76

330/38

*Re. Transfer*

*AKR*



531911.2 EC

Approved by the District Land Registrars: North Auckland 422175, 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, SUN-LINE HOMES LIMITED a duly incorporated Company having its registered office at Auckland

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 North Auckland on the            day of            19            under No. 79126 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.

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	Pt Lot 29	A	Lots 30 and 31	36A/289
Right of Way	Pt Lot 30	B	Lots 29 and 31	36A/290
Right of Way	Pt Lot 31	C	Lots 29 and 30	36A/291

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:

*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:

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

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

Dated this 27<sup>th</sup> day of

January

1977

Signed by the above named

THE COMMON SEAL of SUN-LINE  
HOMES LIMITED was hereto  
affixed  
in the presence of



Witness *[Signature]*

Persons  
Authorised

Occupation *[Signature]*

Address

# 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

*R. T. Conger*  
(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 .....

RUSSELL McVEAGH MCKENZIE BARTLEET & CO  
SOLICITORS  
AUCKLAND



5319 12F

LT0 ⊗

D270408.4 EC

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

## EASEMENT CERTIFICATE

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

I/We MICHAEL DOUGLAS ALLAN

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 Auckland on the 19 day of 19 under No. 187493 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.

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		
Party wall	Lot 1	"A"	Lot 2	117C/223
	Lot 2	"B"	Lot 1	117C/232
Right to drain & supply water, power & telephone Drainage	Lot 1	"C"	Lot 2	

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: in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952

2 - 7 inclusive annexed

Handwritten signature or initials, possibly 'X' and 'B'.A short, curved handwritten mark or signature.



2. That subject to due and reasonable arrangement having been made with the occupier or occupiers for the time being of the areas immediately adjoining the boundary between the respective properties using the party walls marked "A" and "B" on Deposited Plan 187493 any registered proprietor thereof may (on giving to the other not less than three calendar months' notice in writing of his intention so to do):
  - i) pull down any existing wall so shown on the Deposited Plan 187493 or any part of that wall) and any other part of any building or buildings necessarily involved or required to be pulled down; and
  - ii) proceed with all reasonable expedition to build a suitable new party wall as for ordinary suitable and proper buildings not more than one storey in height and on the boundary-line between the properties using the same and along such length of it as may reasonably be required for any building any registered proprietor thereof may be erecting or contemplating erecting.
3. The registered proprietor building such new party wall shall take all reasonable care to interfere as little as reasonably possible with the comfort and convenience of the occupier or occupiers of the premises adjoining; and shall during building operations shore up in a proper and workmanlike manner and also make good any damage done to any part of the adjoining premises affected by the demolition and building operations.
4. The position and dimensions of any new party wall shall be such that the centre-line shall coincide with the true line of the boundary between the respective lands using the same as the boundary-lines are shown as "A" and "B" on Deposited Plan 187493
5. The maintenance and repair of any party wall under this Instrument (whether the existing wall or any wall erected in substitution for it or for part of it) shall be borne by the registered proprietor using the same equally; except that
  - i) Where the cost of erecting a new party wall has been borne in unequal shares in accordance with Clause 6 the cost of maintaining and repairing that wall shall be borne in the same shares; and
  - ii) Where it can be shown that any repairs or reinstatement have been rendered necessary by the act or default of one party alone, that party shall pay the whole cost.
6. Any new party wall shall in the first instance be paid for by the registered proprietor erecting it; and the registered proprietor shall before making use of it or of any part of it pay to the party so erecting that new wall a sum of money equal to one-half of the cost of the erection:
  - i) of it, or
  - ii) of the portion of it which is about to be used by that other

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party (due regard being had to the length and height of that portion).

7. Any dispute

i) as to what constitutes a suitable wall or

ii) as to the liability (or the proper sharing of liability) for the cost of erecting or maintaining or repairing any party wall

shall be determined by arbitration under the Arbitration Act 1908.

A handwritten signature or set of initials, possibly 'V' or 'A', written in dark ink. The signature is stylized and appears to be written over a horizontal line.

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

Dated this 7<sup>th</sup> day of May 1998

Signed by the above-named

MICHAEL DOUGLAS ALLAN

in the presence of

Witness .....

Occupation .....

Address .....

*Maureen D. Pearce*  
Legal Executive to  
Hazel Kelly Solicitors  
Auckland.

*Michael Douglas Allan*

**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*

*[Handwritten Signature]*  
Solicitor for the registered proprietor

112 11 MAY 98 D 270408  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTERED WITH  
ASST LAND REGISTRAR

4F EC - 30  
(1176/232 233)  
(Reg in dup)

HEUGH M. KELLY,  
SOLICITOR,  
AUCKLAND.



**LINZ COPY**



D 353523.5 VE

IN THE MATTER of the Land Transfer Act 1952

AND IN THE MATTER of Easement Certificate  
No. D. 270408.4 North Auckland Registry ✓

MEMORANDUM OF VARIATION OF EASEMENT

The terms, covenants, and conditions contained or implied in the easements contained in Easement Certificate No. D.270408.4 are hereby varied as follows:

Power and telephone

8. The following rights and powers are in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952.
- 8.1 The Grantee and the Grantee's other authorised persons have the right (in common with the Grantor and the Grantor's other authorised persons) to transmit electric current from the source or point of entry as the case may be across, through and under the land over which the Easement is created by means of underground electric wires, cables or other conductors of electricity and the rights set out in Clause 5 of the Seventh Schedule to the Land Transfer Act 1952 shall apply mutatis mutandis to this Easement as if the words "electric wires, cables or other conductors of electricity" were substituted for the words "pipes" therein and as if the words "electric wires, cables or other conductors of electricity" included any pipes or other coverings within which the same may be enclosed.
- 8.2 The Grantee and the Grantee's other authorised persons have the right (in common with the Grantor and the Grantor's other authorised persons) to transmit telephone and similar services across, through and under the land over which the Easement is created by means of underground wires, cables or other materials for the transmission of telephonic and telegraphic services and the rights set out in Clause 5 of the Seventh Schedule to the Land Transfer Act 1952 shall apply mutatis mutandis to this Easement as if the words "wires, cables or other materials for the transmission of telephonic and telegraphic services" were substituted for the word "pipes" therein and as if the words "wires cables or other materials for the transmission of telephonic and telegraphic services" included any pipes or other coverings within which the same may be enclosed.

S.A.P.  
P.W.E.  
D.A.

9. The terms conditions covenants or restrictions in respect of any of the above easements:
- 9.1 The cost of keeping the underground services herein defined in good order and condition including any consequential costs such as restoration of the surface of the land under which the underground services are located shall be borne by the party or parties for whose benefit the underground services operate in such proportions as shall be fair and reasonable in all the circumstances of each case unless any damage thereto shall be caused by the unilateral act of one party or their other authorised persons in which case such damage shall be made good at the cost of that party as the case may be.
- 9.2 Each registered proprietor of each Lot shall contribute to the maintenance, repair, and upkeep of each easement such amount as shall be fair and reasonable in all the circumstances of each case. Subject to the jurisdiction of the Court to resolve certain disputes as set out in Section 126F of the Property Law Act 1952, any dispute or difference arising relative to this provision shall be referred to arbitration under the Arbitration Act 1908 and its amendments or any enactment in substitution therefor.
- 9.3 In this document unless the context otherwise requires "other authorised persons" means the agents, employees, contractors, tenants, licensees and invitees of the Grantee or the Grantor as the case may be and all other persons authorised or invited by the Grantee or the Grantor as the case may be to enjoy the relevant easement and, where the context so admits, means any of such persons.

DATED this 3 day of July, 1998. ✓

SIGNED by BEATRICE MARY BENSON )  
as registered proprietor of the )  
easement in the presence of: )

*B. Benson.* ✓

0 

Vianney Louise Coster  
Solicitor  
Auckland ✓

SIGNED by GRANT WILLIAM CHAPMAN  
and DEBRA LEE CHAPMAN as  
registered proprietor of the  
easement in the presence of:

) G. W. Chapman ✓  
) D. L. Chapman ✓  
) ✓



MARK SISAM  
SOLICITOR  
AUCKLAND

✓

MORTGAGEE'S CONSENT

AMP/ERGO MORTGAGE AND SAVINGS LIMITED at Auckland the Mortgagee under Memorandum of Mortgage No. D.084788.3 (North Auckland Registry) HEREBY CONSENTS to the within variations to the easements in Easement Certificate No. D.270408.4 (North Auckland Registry)

DATED at Auckland this 24<sup>th</sup> day of June 1998

SIGNED for AMP/ERGO MORTGAGE AND SAVINGS LIMITED by its authorised officers  
Robyn Carol CURRIE

Noel John KIRKWOOD

in the presence of:



Kathryn Elsmore  
Legal Executive  
Auckland



TERRITORIAL AUTHORITY CONSENT  
(S.243(a)(iv) Resource Management Act 1991)

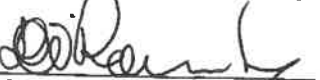
THE WAITAKRE CITY COUNCIL, being the territorial authority under the Local Government Act 1974 for the district in which the lands affected by Easement Certificate No.D270408.4 are situated HEREBY CONSENTS to the within variation of the said Easement Certificate No.D270408.4.

Dated at Waitakere City this 17<sup>th</sup> day of November 1998.

THE COMMON SEAL of THE WAITAKERE CITY COUNCIL was hereunto affixed in the presence of:



  
Chief Executive

  
General Manager: Support Services

✓



VARIATION OF EASEMENT D.270408.4

Correct for the purposes  
of the Land Transfer Act 1952

*[Handwritten signature]*

Solicitor for the registered  
proprietor

HEUGH M. KELLY,  
SOLICITOR,  
AUCKLAND.

2.2.9

... of easement



1247 02 FEB 99 D 353523  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH AUCKLAND  
1566 Rdgstr-Registrar of Land