

CO27190.7 FA.

AN AGREEMENT made this 28th day of June, 198

BETWEEN NEIL CONSTRUCTION LIMITED at Auckland, (hereinafter together with successors in title called "the Subdivider")

A N D THE WAITEMATA CITY COUNCIL (hereinafter called "the Council")

WHEREAS:

- A. The Subdivider is registered as proprietor of the land described in Schedule A hereof (hereinafter referred to as "the Land").
- B. The Subdivider has requested the Council to approve a plan of subdivision of the Land in terms of a plan lodged for deposit under No. 131770 (North Auckland Registry) (hereinafter referred to as "the Plan").
- C. Each parcel of land described in Schedule B hereof has a common boundary or boundaries with land vested or to be vested in, or occupied by, the Council.
- D. The Council has approved the subdivision on the condition (inter alia) that the Subdivider enters into and executes this agreement.

NOW THIS AGREEMENT WITNESSES as follows:

1. THE Subdivider will not call upon the Council to erect or repair and the Council will not be liable for any contribution towards the costs of creating or maintaining any boundary or dividing fence between -

- a) any public reserve; or
- b) any other land vested or to be vested in or occupied by the Council;

and the land described in Schedule B hereof or any part thereof which adjoins public reserves vested or to be vested in or administered by the Council.

2. THE Subdivider hereby authorises the Council to complete Schedule B hereof by the insertion therein of the appropriate Certificate of Title references in respect of the allotments described therein and any other necessary description AND agrees to produce or otherwise make available for the Council the Titles to the allotments which are to be subject to this Agreement to enable registration of this Agreement against those Titles and to do everything to facilitate such registration AND further agrees that if this agreement shall not have been registered at such time as the Subdivider shall transfer title to the land referred to in Schedule B hereof or any part thereof then the Subdivider shall not transfer title to the said land or any part thereof unless such transfer(s) shall contain the fencing covenants evidenced by this agreement.

SCHEDULE A

An estate in fee simple in all that parcel of land containing 13.7469 hectares being part Lot 2 Deposited Plan 38030 and being part Allotments 267 and 268 Parish of Waikomiti and being all of the land comprised and described in Certificate of Title Volume 31B Folio 432 (Auckland Registry)

- SUBJECT TO:
1. Fencing covenant in Transfer 506926
 2. Transfer 410275.2 containing
 - 1) Limited profit a'prendre
 - 11) Purchasing covenant
 3. Fencing covenant in Transfer B.304344.2.

SCHEDULE B

Lots 29, 31, 32, 33, 45 and 46 Deposited Plan 131770 and being all of the land comprised and described in Certificates of Title 77A/934, 77A/936 to 77A/938 (inclusive) 77A/950 and 77A/951
SUBJECT TO AND TOGETHER WITH:

- 1) Transfer 506926
- ~~2) 410275.2~~
- 3) B304544.2.

DATED this 28th day of JUNE 1989

THE COMMON SEAL of NEIL)
CONSTRUCTION LIMITED was)
hereunto affixed in the)
presence of:)



[Handwritten Signature]
..... Director

[Handwritten Signature]
..... Secretary

4vr.ne13

AGREEMENT AS TO FENCING

NEIL CONSTRUCTION LIMITED

Subdivider

Correct for the Purposes of the
Land Transfer Act

WAITEMATA CITY COUNCIL

Solicitor for the Council

Council

Particulars entered in the Register as
shown in respect of the land referred
to herein

Assistant Land Registrar
North Auckland Land Registry

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR

2.53 09 AUG 89 C 027190

774/934, 935



TF

Fencing Agreement
in Dup \$40

KENSINGTON SWAN
SOLICITORS
AUCKLAND & WELLINGTON



STATEMENT OF PASSING OVER INFORMATION:

This information has been supplied to us by a third party. Accordingly, the Vendor and Austar Realty Limited are merely passing over this information as supplied to us by others. While we have passed on this information supplied by a third party, we have not checked, audited, or reviewed the records or documents and therefore to the maximum extent permitted by law neither the Vendor nor Austar Realty Limited or any of its salespersons or employees accept any responsibility for the accuracy of the materials. Intending purchasers are advised to conduct their own investigation.