



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




R. W. Muir
Registrar-General
of Land

Identifier 426386
Land Registration District South Auckland
Date Issued 29 August 2008

Prior References

SA64D/432

Estate Fee Simple
Area 22.5611 hectares more or less
Legal Description Lot 2 Deposited Plan 407508

Registered Owners

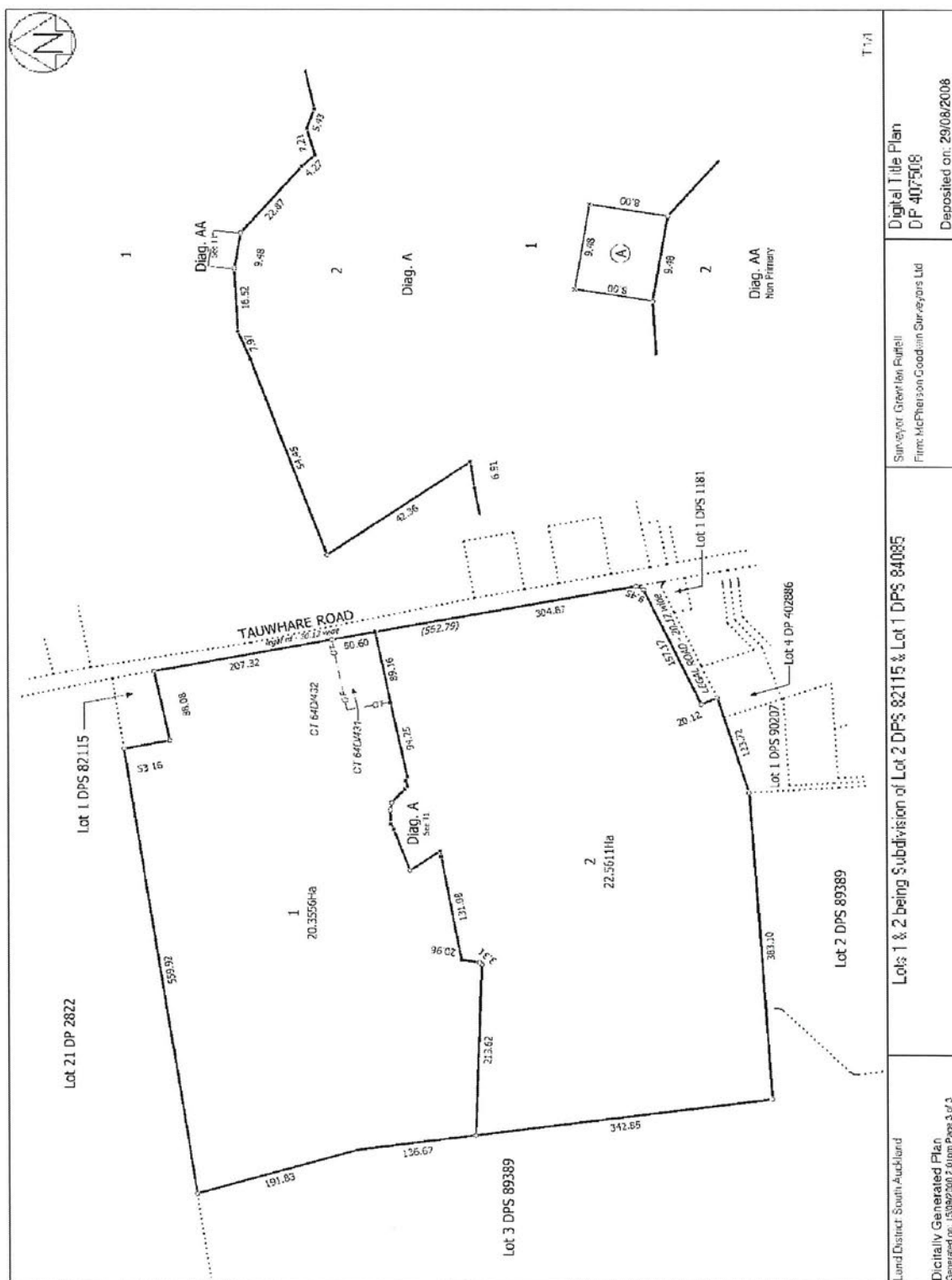
James Anthony Abraham Cleland, Carley Sandra Cleland and Nielsen Law Trustee (2010) Limited

Interests

Appurtenant hereto is a right to convey water and electricity created by Easement Instrument 7922691.2 - 29.8.2008 at 9:00 am

The easements created by Easement Instrument 7922691.2 are subject to Section 243 (a) Resource Management Act 1991

11437484.3 Mortgage to ANZ Bank New Zealand Limited - 31.5.2019 at 3:07 pm



Approved by Registrar-General of Land under No. 2007/6225

Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

SOUTH AUCKLAND



EI 7922691.2 Easement I

Cpy - 01/01, Pgs - 006, 29/08/08, 07:50



DocID: 511906329

Grantor

Surname(s) *mus.*

RCW Enterprises Limited (7/12 share) and Grant Andrew JENKINS and Tracey Lee JENKINS (5/12 share)

Grantee

Surname(s) must be underlined or in CAPITALS.

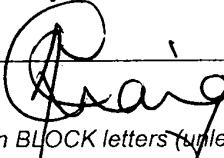
RCW Enterprises Limited (7/12 share) and Grant Andrew JENKINS and Tracey Lee JENKINS (5/12 share)

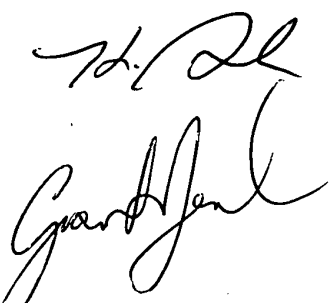
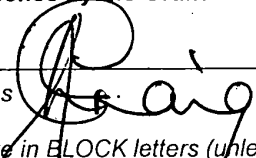
Grant* of easement or *profit à prendre* or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 11th day of August 2008

Attestation

	Signed in my presence by the Grantor
	Signature of witness 
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Joy Leah Craig
	Occupation Secretary
Signature [common seal] of Grantor	Address Morrinsville

	Signed in my presence by the Grantee
	Signature of witness 
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Joy Leah Craig
	Occupation Secretary
Signature [common seal] of Grantee	Address Morrinsville

Certified correct for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

426385
426386



Dated

Page	1	of	1	pages
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(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)
Right to Convey Water and Electricity	A on DP 407508	Lot 1 (CT426385)	Lot 2 (CT426386)

Continue in additional Annexure Schedule if required.

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

[the provisions set out in Annexure Schedule 2].

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

~~[Annexure Schedule 2].~~

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

All signing parties and either their witnesses or solicitors

Annexure Schedule



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

EASEMENT

Dated

Page 3 of 3 pages

(Continue in additional Annexure Schedule, if required.)

The easements described in Schedule A shall include the terms set out in paragraphs 10, 11, 12, 13 and 14 of Schedule 4 of the Land Transfer Regulations 2002 save that:

- a) Any maintenance, repair or replacement of any easement facility set out herein that is necessary because of any act or omission by any user (being either or all the owners of the dominant and servient tenement(s) of the easement facility (which includes any of their agents, employees, contractors, subcontractors or invitees of the user) must be carried out promptly by that user at the sole cost of that user or in such proportion as relates to the act or omission.
- b) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule must prevail.
- c) Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this Easement Instrument, the modifications must prevail.

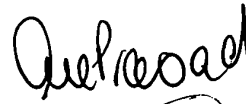
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

CONSENT OF MORTGAGEE

Rabobank New Zealand Limited being the mortgagee under Memorandum of Mortgage 5634586.3 (South Auckland Registry) **CONSENTS** to the herein Easement Instrument, but without prejudice to its rights, powers and remedies under the mortgage.

SIGNED by **RABOBANK NEW ZEALAND LIMITED**
by its attorneys

Manju Datt Prasad



and

Michael John Davis



in the presence of:



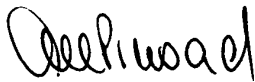
Sharon Lewis-Kuresa
Bank Officer
Wellington

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

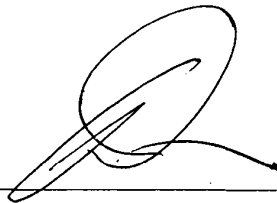
We, **Manju Datt Prasad** of Wellington in New Zealand, Senior Manager, and **Michael John Davis** of Wellington in New Zealand, Senior Manager , certify -

1. THAT by deed dated 18 April 2000 (Sup Doc 5944), Rabobank New Zealand Limited of Level 12, 80 The Terrace, Wellington appointed us its attorneys.
2. THAT we have not received notice of any event revoking the power of attorney.

SIGNED at Wellington on the **31st day of July 2008**



Manju Datt Prasad



Michael John Davis

CONSENT OF ENCUMBRANCEE

Waikato District Council being the Encumbrancee under Encumbrance 6130285.1 (South Auckland Registry) **CONSENTS** to the herein Easement Instrument, but without prejudice to its rights, powers and remedies under the Encumbrance.

DATED this 18th day of August 2008

SIGNED by the **WAIKATO DISTRICT COUNCIL** by

G. J. Io
Gavin John Io
Chief Executive

in the presence of:

Witness Signature: T. C. Owen

Witness Name: T. C. OWEN

Address: 135C TRAVERS RD, TE KAUWHATA

Occupation: Executive Secretary



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **426385**
Land Registration District **South Auckland**
Date Issued 29 August 2008

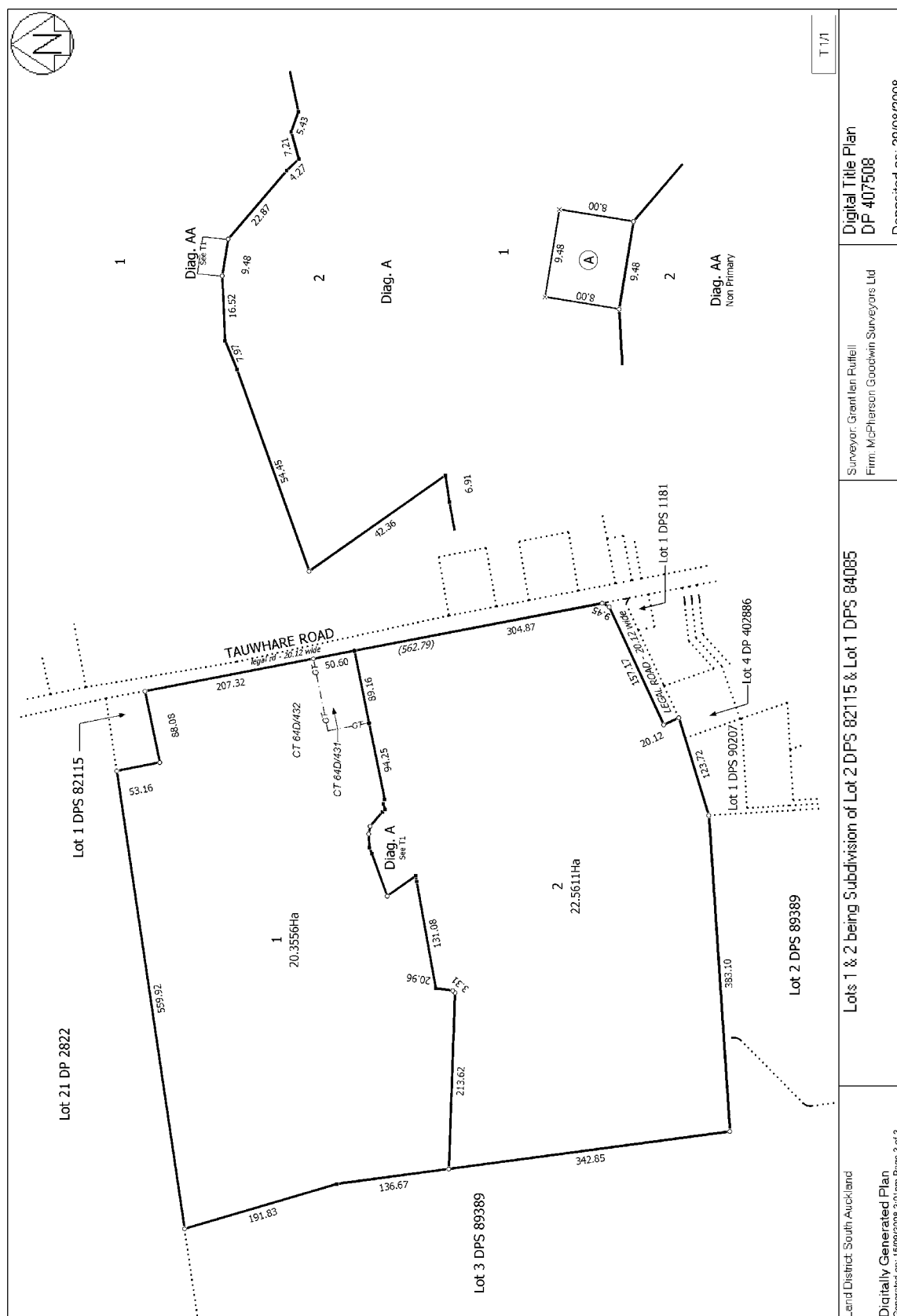
Prior References
SA64D/431 SA64D/432

Estate Fee Simple
Area 20.3556 hectares more or less
Legal Description Lot 1 Deposited Plan 407508
Registered Owners
Stan Land LP

Interests

Subject to a right to convey water and electricity over part marked A on DP 407508 created by Easement Instrument 7922691.2 - 29.8.2008 at 9:00 am

The easements created by Easement Instrument 7922691.2 are subject to Section 243 (a) Resource Management Act 1991 13235509.3 Mortgage to ANZ Bank New Zealand Limited - 28.2.2025 at 2:25 pm



Approved by Registrar-General of Land under No. 2007/6225

Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

SOUTH AUCKLAND



EI 7922691.2 Easement I

Cpy - 01/01, Pgs - 006, 29/08/08, 07:50



DocID: 511906329

Grantor

Surname(s) *mus.*

RCW Enterprises Limited (7/12 share) and Grant Andrew JENKINS and Tracey Lee JENKINS (5/12 share)

Grantee

Surname(s) must be underlined or in CAPITALS.

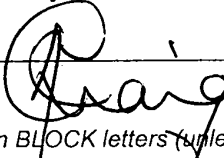
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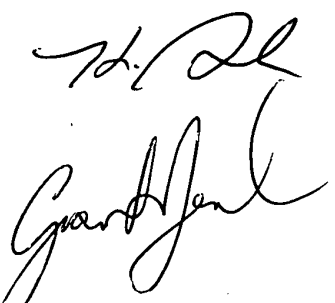
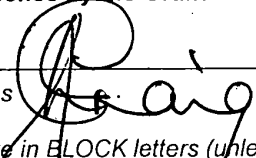
Grant* of easement or *profit à prendre* or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 11th day of August 2008

Attestation

	Signed in my presence by the Grantor
	Signature of witness 
	Witness to complete in BLOCK letters (unless legibly printed) Witness name
	Occupation
Signature [common seal] of Grantor	Joy Leah Craig Secretary Morrinsville Address

	Signed in my presence by the Grantee
	Signature of witness 
	Witness to complete in BLOCK letters (unless legibly printed) Witness name
	Occupation
Signature [common seal] of Grantee	Joy Leah Craig Secretary Morrinsville Address

Certified correct for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

426385
426386



Dated

Page	1	of	1	pages
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(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)
Right to Convey Water and Electricity	A on DP 407508	Lot 1 (CT426385)	Lot 2 (CT426386)

Continue in additional Annexure Schedule if required.

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

[the provisions set out in Annexure Schedule 2].

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

~~[Annexure Schedule 2].~~

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

All signing parties and either their witnesses or solicitors

Annexure Schedule



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

EASEMENT

Dated

Page

3

of

3

pages

(Continue in additional Annexure Schedule, if required.)

The easements described in Schedule A shall include the terms set out in paragraphs 10, 11, 12, 13 and 14 of Schedule 4 of the Land Transfer Regulations 2002 save that:

- a) Any maintenance, repair or replacement of any easement facility set out herein that is necessary because of any act or omission by any user (being either or all the owners of the dominant and servient tenement(s) of the easement facility (which includes any of their agents, employees, contractors, subcontractors or invitees of the user) must be carried out promptly by that user at the sole cost of that user or in such proportion as relates to the act or omission.
- b) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule must prevail.
- c) Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this Easement Instrument, the modifications must prevail.

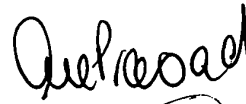
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

CONSENT OF MORTGAGEE

Rabobank New Zealand Limited being the mortgagee under Memorandum of Mortgage 5634586.3 (South Auckland Registry) **CONSENTS** to the herein Easement Instrument, but without prejudice to its rights, powers and remedies under the mortgage.

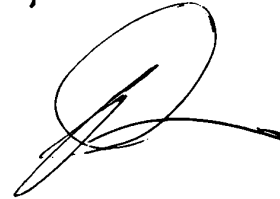
SIGNED by **RABOBANK NEW ZEALAND LIMITED**
by its attorneys

Manju Datt Prasad



and

Michael John Davis



in the presence of:



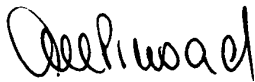
Sharon Lewis-Kuresa
Bank Officer
Wellington

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

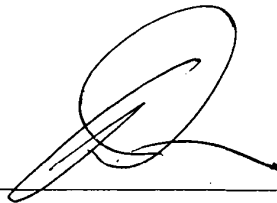
We, **Manju Datt Prasad** of Wellington in New Zealand, Senior Manager, and **Michael John Davis** of Wellington in New Zealand, Senior Manager , certify -

1. THAT by deed dated 18 April 2000 (Sup Doc 5944), Rabobank New Zealand Limited of Level 12, 80 The Terrace, Wellington appointed us its attorneys.
2. THAT we have not received notice of any event revoking the power of attorney.

SIGNED at Wellington on the **31st day of July 2008**



Manju Datt Prasad



Michael John Davis

CONSENT OF ENCUMBRANCEE

Waikato District Council being the Encumbrancee under Encumbrance 6130285.1 (South Auckland Registry) **CONSENTS** to the herein Easement Instrument, but without prejudice to its rights, powers and remedies under the Encumbrance.

DATED this 18th day of August 2008

SIGNED by the **WAIKATO DISTRICT COUNCIL** by

G. J. Ion
Gavin John Ion
Chief Executive

in the presence of:

Witness Signature: T. C. Owen

Witness Name: T. C. OWEN

Address: 135C TRAVERS RD, TE KAUWHATA

Occupation: Executive Secretary



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **937420**
Land Registration District **South Auckland**
Date Issued 19 February 2021

Prior References
SA70D/426

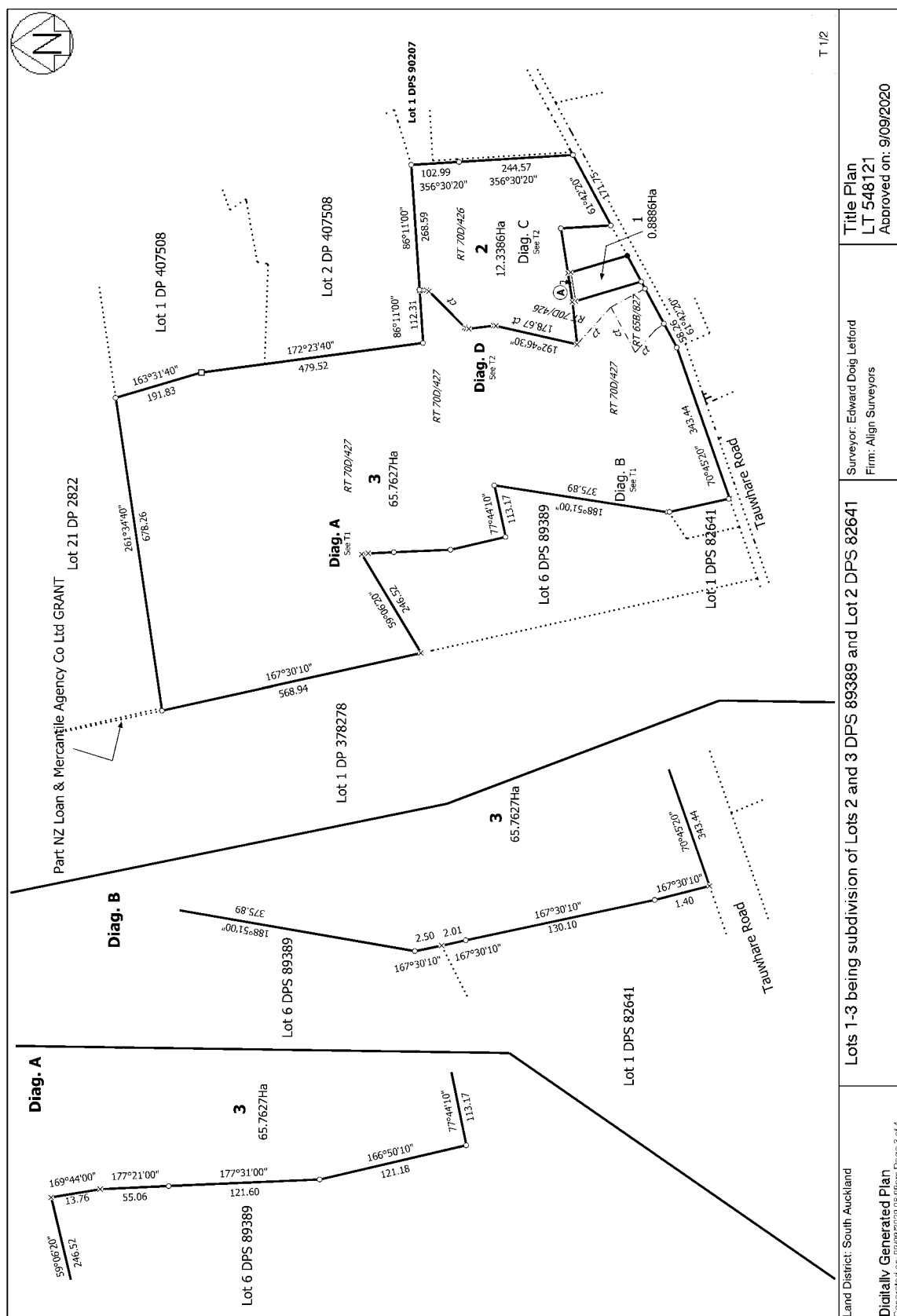
Estate Fee Simple
Area 12.3386 hectares more or less
Legal Description Lot 2 Deposited Plan 548121

Registered Owners

James Anthony Abraham Cleland, Carley Sandra Cleland and Nielsen Law Trustee (2010) Limited

Interests

11808391.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 19.2.2021 at 10:37 am
Land Covenant in Covenant Instrument 11808391.4 - 19.2.2021 at 10:37 am (Limited as to duration)
13078325.2 Mortgage to ANZ Bank New Zealand Limited - 28.2.2025 at 2:30 pm



View Instrument Details



Instrument No	11808391.1
Status	Registered
Date & Time Lodged	19 February 2021 10:37
Lodged By	Taylor, Lynette Dianne
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
SA70D/426	South Auckland

Annexure Schedule Contains 2 Pages.

Signature

Signed by Lynette Dianne Taylor as Territorial Authority Representative on 01/03/2021 01:39 PM

*** End of Report ***

**CONSENT NOTICE PURSUANT TO
SECTION 221
RESOURCE MANAGEMENT ACT 1991**



0800 492 452 • www.waikatodistrict.govt.nz

The Registrar General of Land
South Auckland Land Registry

IN THE MATTER

of a Consent Notice pursuant to Section 221 of the
Resource Management Act 1991 ("the Act")

and

IN THE MATTER

of a subdivision Consent pursuant to Sections 104,
108, 220, and 221 of the Act

I, TONY GRANT WHITTAKER Chief Operating Officer of the WAIKATO DISTRICT COUNCIL, hereby certify that the Waikato District Council has granted its consent to the subdivision shown on Deposited Plan 548121, (and being the land described in the First Schedule), subject to certain conditions, including the requirement that the Owner (as defined in the Act) comply on a continuing basis with the conditions set out in the Second Schedule and that this Notice be registered against the Records of Title for Lots 1 and 2 on Deposited Plan 548121.

First Schedule

An estate in fee simple in all those parcels of land containing First 8000 square metres more or less being Lot 2 Deposited Plan 582641 comprised in Record of Title SA65B/827 And Secondly 13.9293 hectares more or less being Lot 2 Deposited Plan 589389 comprised in Record of Title SA70D/426 And Thirdly 64.2577 hectares more or less being Lot 3 Deposited Plan 589389 comprised in Record of Title SA70D/427.

Second Schedule

1. The Owners of Lots 1 and 2 shall, at the time of application for building consent, ensure to the satisfaction of the Council that the restrictions and recommendations identified in the Geotechnical Report on Site Suitability and Hazard Assessment prepared by Titus Civil Consulting Engineers dated October 2018, reference number C1814 ("the Geotechnical Report") and the Calibrated Desktop Liquefaction Assessment prepared by Titus Civil Consulting Engineers dated November 2018, reference number C1814 ("the Liquefaction Assessment") for earthworks, foundation design, stormwater management and onsite wastewater disposal designs within the site are complied with, unless an alternative report(s), undertaken by a suitably qualified and experienced Engineer (Geo Professional), is approved in writing by the Council. A copy of the Geotechnical Report and the Liquefaction Assessment can be obtained from the Waikato District Council.



0800 492 452 • www.waikatodistrict.govt.nz

2. The Owners shall pay the Council's costs and disbursements in respect of the preparation, execution, registration and enforcement of this Notice and the Council's conditions set out in this Notice and any variation or cancellation of them.

DATED at Hamilton this 18th day of August 2020

SIGNED for the **WAIKATO DISTRICT**)
COUNCIL by Tony Grant Whittaker)
under delegated authority)

A handwritten signature in black ink, appearing to be "Tony Grant Whittaker", written over a horizontal line.

Tony Grant Whittaker
Chief Operating Officer

SUB0056/19

View Instrument Details



Instrument No 11808391.4
Status Registered
Date & Time Lodged 19 February 2021 10:37
Lodged By Taylor, Lynette Dianne
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
937419	South Auckland
937420	South Auckland
937421	South Auckland

Annexure Schedule Contains 5 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Lynette Dianne Taylor as Covenantor Representative on 19/02/2021 10:37 AM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Lynette Dianne Taylor as Covenantee Representative on 19/02/2021 10:37 AM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Stephen Anthony Main and Eltan (Main) Trustees Limited

Covenantee

Stephen Anthony Main and Eltan (Main) Trustees Limited

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional

Annexure Schedule, if required

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant A		Lot 1 DP 548121 (937419) and Lot 2 DP 548121 (937420)	Lot 2 DP 548121 (937420) and Lot 3 DP 548121 (937421)
Land Covenant B		Lot 1 DP 548121 (937419) and Lot 2 DP 548121 (937420)	Lot 2 DP 548121 (937420) and Lot 3 DP 548121 (937421)

Covenant rights and powers (including terms, covenants and conditions)

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 209 of the Land Transfer Act 2017}.~~

[Annexure Schedule].

Annexure Schedule

LAND/RESTRICTIVE COVENANTS

Covenant A

The Covenantor for itself and its successors in title so as to bind the burdened land, covenants with the Covenantee and its successors in title for the benefit of the benefitted land to observe and perform the following stipulations and restrictions:

- (1) Not to use the property or permit the property to be used for boarding and breeding kennels and at all times not to allow any roosters, pigs or donkeys or more than two dogs over the age of three months to be kept on the property.
- (2) Exterior cladding shall not include Fibre cement board, reflective glass, bitumen-coated soft board, monolithic cladding systems (plaster only on concrete and masonry) or tiled roofs.
- (3) Not to erect or place on the property, or allow to be erected, constructed or placed on the property any secondary dwelling, shed ancillary building or similar type structure that is not of a similar or harmonious design to the dwelling/house.
- (4) The following buildings/ business and/or business activities are not permitted on the property:
 - (a) Catteries
 - (b) Dog or breeding Kennels
 - (c) Poultry or Pig Farming
 - (d) Paint shops
 - (e) Dangerous goods store
 - (f) Bulk storage
 - (g) of cars for refurbishment, rebuilding and/or for sale (however the restoring, refurbishment or rebuilding of a car or vehicle as a hobby or non-business activity is permitted)
 - (h) Repair workshops (unless pre-approved and of a minor nature)
 - (i) Escort agency, brothel or any activity associated with the sex industry
 - (j) Private of public burial plots
- (5) The Covenantor is not permitted to store on the property:
 - (a) Tyres (unless prior approval is obtained from the Covenantee or their nominee)
 - (b) Scrap metal (unless prior approval is obtained from the Covenantee or their nominee)
 - (c) Rubbish

Covenant B

The covenants and conditions contained herein shall run with and be registered against the burdened land ("the property") in favour of Lots 2 & 3 DP548121 (RT's 937420 & 937421) the benefitted land ("the Covenantee's farming operations and/or farm land/property").

- (1) The boundary fences between the Lots and bordering the existing farm land will be standard seven wire batten fences.

- (2) The Covenantor acknowledges the property is in close proximity to the farming operation and other assets owned and operated by the Covenantant. The Covenantor further recognise that the operations on the benefitted land will at all times be accepted by owners and occupiers of the property. In addition:
- (a) The Covenantor covenants that it will not make any complaints, or provide submissions in support of any complaints and will use its best efforts to ensure that its tenants, agents, transferees, or assignees, also do not make any complaints to the local authorities namely the Local Authority or Waikato Regional Council or their successors, concerning effects on the environment of the Covenantant's farming operations. This includes any submission, application, proceeding, objection or appeal (either pursuant to the Resource Management Act 1991 or any replacement enactment or other statute or regulation) which has the effect of limiting, prohibiting or restricting the commencement, continuance, intensification or expansion by the Covenantant of the use of the benefitted land for farming operations, which include but will not be limited to:
- (i) The noise of the Covenantant's farming operations;
 - (ii) The odour of the Covenantant's farming operations;
 - (iii) The spray drift from the Covenantant's farming operations;
 - (iv) The spreading of fertiliser on the farm property by the Covenantant or a contractor acting on behalf of the Covenantant;
 - (v) The dust created by the Covenantant's operations;
 - (vi) The making of silage or hay by the Covenantant;
 - (vii) The cultivation of the benefitted land by the Covenantant including sowing and raising of crops by the Covenantant on the farm property;
 - (viii) The keeping of livestock on the benefitted land by the Covenantant;
 - (ix) Machinery, vehicular and livestock movements (either by truck or otherwise) associated with the Covenantant's farming operations.
 - (x) Any other environmental effects associated with the Covenantant's farming operations;
 - (xi) The use of Roads to move stock either by vehicle or on foot.

Provided that the Covenantant must at all times act within the provisions of the Resource Management Act 1991, any granted resource consents and any other statutory or regulatory authority.

- (b) The Covenantor hereby gives written approval for any variation or new resource consent application made by the Covenantant to enable farming operations, including intensification or expansion of farming operations on the benefitted land. The Covenantor shall provide any necessary further written approval to any such applications, if and when requested by the Covenantant.

BREACH OF LAND/RESTRICTIVE COVENANTS A & B

- 1.0 Should there be any breach or non-observance of any of the foregoing covenants within the land/restrictive covenants A & B above ("Covenants") by the Covenantor, without prejudice to any other liability which the Covenantor may have to any person having the benefits of the Covenants, the Covenantor will, on the receipt of a written demand by the Covenantant:
- (a) Pay to the Covenantant as liquidated damages the sum of **ONE HUNDRED DOLLARS per day** (\$100.00 per day) immediately upon receipt of a written demand for payment, from the Covenantor or the Covenantant's solicitors; and

- (b) Shall permanently remove or cause to be permanently removed from the property any improvement or structure so erected or repaired or remedy any other breach or non-observance of the foregoing covenants.

PROVIDED and it is further agreed and acknowledged that:

- (c) The Covenantor shall only have liability with respect the provisions of the Covenants while the Covenantor is a registered proprietor of the property.
- (d) If there is a default or defaults and if:
 - (i) such default is remedied within one month of notice in writing requiring the removal of such cause of default; and
 - (ii) the defaulting party pays all reasonable legal costs and other expenses incurred by the party enforcing the said covenants;

then the penal sum prescribed in clause 1.0 (a) shall be waived **PROVIDED THAT** this waiver shall not apply in respect of any subsequent default of a similar nature.

These covenants shall enure for a period of fifty (50) years from the date of registration of this easement instrument.