

Ashbourne- Instruments & Consent Cancellation Assessment.

In accordance with the Substantive Resource Consent application(s) the relevant subdivision consents have been applied for to enable the proposed development. This assessment and information is to be read in conjunction with the site wide subdivision that is being applied for under Volume 2 (Stage 0 vacant lot subdivision) and Volume 5 (Residential and Greenway). The below assessment sets out each relevant Consent Notice, the Record of Title relevant and an overview of the notice, what it is in reference to and an assessment that would be akin to s221(3) of the RMA.

CONSENT NOTICES

The following Consent Notices will need to be cancelled (or partially cancelled), which requires approval or consent (by Council) under section 221(3) of the Resource Management Act 1991 (**RMA**). S221(3) provides that Consent Notice conditions can be changed or cancelled (by Council upon application by the site owner). Copies of the Instruments and affected Titles are attached herewith.

1. **Consent Notice 7422421.2 - resolution 31st January 2007 (Chestnut Lane)**

Summary: Notice to owners that:

- (a) access must be sealed and upgraded to Council standards at their cost for future development of Lots 4 and 5.
- (b) Potable water supply must be provided before any new CCC is issued for Lots 1, 2, 4 and 5 (with min 25,000L storage).
- (c) Soil engineer report required and site specific sewage system design must be approved before Council will issue a CCC for any new dwellings on Lots 1, 2, 4 and 5.
- (d) Lots 4 and 5 have no electricity or telecommunications connections. Owners will need to arrange those at their cost prior to issue of CCC.

Note: This assumes development of single (rural) residential house as per Lot 4 and 5. This is no longer applicable, nor appropriate to retain. Houses have been built and CCC issued for Lots 1 and 2 and Lots 4 and 5 will be urbanised as a result of this Fast Track application. The development has proposed dwellings (through a landuse consent) over the land contained in Lots 4 and 5 with evidential geotechnical, proposed telecommunications and servicing provisions that ultimately makes this consent notice redundant for Lots 4 and 5. Removal is an administrative process in our view and no persons are adversely affected.

Assessment: This Consent Notice needs to be cancelled (in relation to Lots 4 and 5). Cancellation can be justified on the basis that:

- (a) Access will be provided by a sealed and upgraded road via Lot 1, without access being required to Lots 4 and 5 as these will ultimately be redundant post Fast Track approval which incorporates subdivision and subsequent s224c servicing conditions.
- (b) Potable water will be supplied through upgraded mains supply;
- (c) Wastewater connected to mains;
- (d) Geotech reports have been obtained as part of the substantive application;
- (e) Infrastructure Reports have been obtained as part of the substantive application also address utility supply and access;

- (f) Power and telecomms supplied through new connections and will be confirmed through s224c conditions of consent as BAU.

2. Consent Notice 7422421.3 (Chestnut Lane)

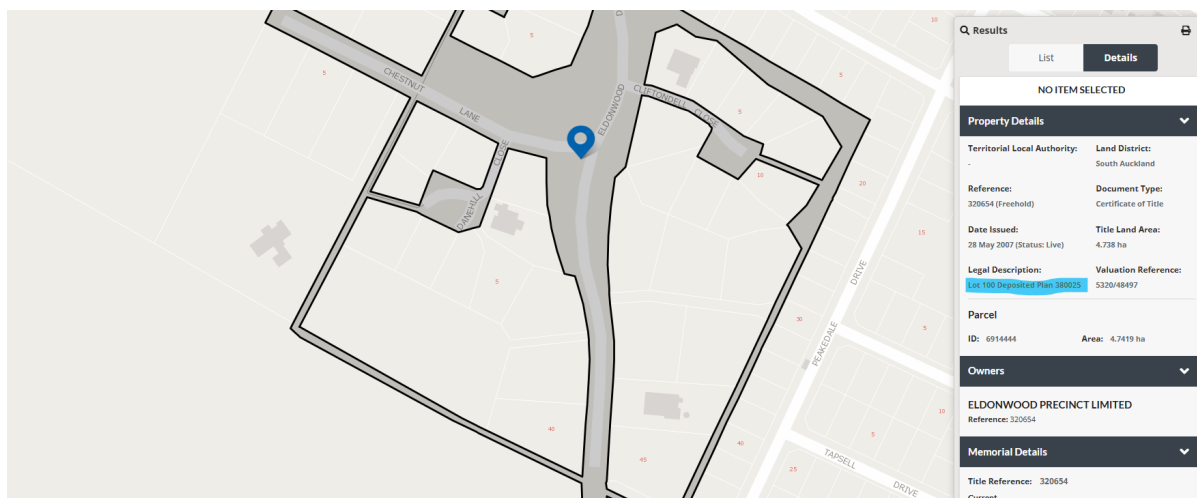
Summary: Notice to owners that Lots 1, 2 and 4 have no electricity or telecommunications connections. Each owner will need to arrange those at their cost prior to issue of CCC.

Note: This is no longer applicable, nor appropriate to retain. Houses have been built and CCC issued for Lots 1 and 2. Noting that these houses fall outside of the application site. Removal is an administrative process in our view and no persons are adversely affected.

Assessment: This Consent Notice needs to be cancelled (in relation to Lot 4 for a future building), noting that all services will be provided as per the proposed subdivision and subsequent titles that will be issued as a part of the subdivision consent and following s224c application(s). Cancellation post Fast Track consent(s) issue can be justified on the basis that power and telecomms will be supplied through new connections. Removal is an administrative process in our view and no persons are adversely affected.

3. 7390609.2 Consent Notice (Peakedale Drive)

Summary: Provides that ownership, use and maintenance of Lot 100 will be shared by the owners in the Eldonwood development. Lot 100 is the Eldonwood Road as per below outlined in grey.



Note: We do not intend to use Lot 100 as access to Lot 204 (our development). That ties in with the Surrender of **Easement Instrument 7390609.4** (below). The Consent Notice is no longer relevant as this will be a completely separate development that will not form part of the Eldonwood incorporated society. The solicitors of Eldonwood Precinct Limited have agreed in principle to a cancellation of this consent notice as it relates to Lot 204. (see attachment emails from Eldonwood Precinct Limited). Removal is an administrative process in our view and no persons are adversely affected.

Assessment: This Consent Notice can be cancelled (in relation to Lot 204) prior to s224c being obtained as a condition. Cancellation is justified on the basis that:

- (a) Access will be provided via Lot 6.
- (b) Eldon Precinct Ltd (owner of Lot 100) has agreed in principle to this cancellation; and
- (c) that MDL has surrendered its interest in Lot 100 (Easement Surrender noted below).

4. **Consent Notice 12244095.2 (247 Station Road) to be cancelled.**

Summary: Notice to owners that:

- (a) Lot 1 is in a rural zone and prohibits legal action by owners against rural activities on surrounding rural land;
- (b) No water supply for Lot 2;
- (c) Future development will require an upgrade to the RoW / Entrance;
- (d) No electricity supply to Lot 2;
- (e) No telecommunications supply to Lot 2; and
- (f) Retained right for subdivision (Small Rural Lot).

Note: This is no longer applicable, nor appropriate to retain. Removal is an administrative process in our view and no persons are adversely affected.

Solution: This Consent Notice needs to be cancelled and is redundant. Cancellation can be justified on the basis that:

- (a) access, water, power and telecomms will be supplied through new connections [detail included in the Masterplan];
- (b) subdivision is in alignment with re-zoning/Plan Change.
- (c) We relinquish the existing right for subdivision given the nature of the subdivision proposed by the Scheme Plan.

EASEMENT INSTRUMENTS

The following Easements will need to be surrendered, which requires approval or consent (by Council) under section 243(a) of the RMA. S243(f)(ii) provides that a certificate signed by the chief executive or other authorised officer of the territorial authority to the effect that the condition has been cancelled in whole or in part is required before an Easement Surrender can be recorded on a Title. This is a requirement of s224c conditions of the 'day zero' foundation subdivision.

1. **Easement Instrument 7422421.5 (Chestnut Lane)**

Summary: Provides right of way and a right to convey water, electricity, telecommunications and computer media down areas A and B into Lots 4 and 5 (as attached)

Note: this will not be used – access and services will be provided through the adjoining Lot 1, DPS65481 (127 Station Rd). Easements over area B can be surrendered but leave A (benefits adjoining owner on Lot 3).

Solution: Easement can be surrendered as a condition of approval (only as it relates to Lots 4 and 5 as dominant tenements). Also note Consent Notice 7422421.2 tied to Easements.

2. Easement Instrument 7422421.6 (Chestnut Lane)

Summary: Provides an in-gross right to convey electricity, telecommunications and computer media down areas A and B into Lots 4 and 5 to Eldon Station Limited.

Note: as per Easement Instrument 7422421.5 above – will not be used and is redundant.

Solution: Easement should be surrendered as a condition of approval. We have contacted Eldon Station Limited (now called RBS One Limited) and they have no objection in principle to surrendering the Easement, but this needs Council consent to be registered.

3. Easement Instrument 7422421.7 (Chestnut Lane)

Summary: Provides an in-gross right to convey water down areas A and B into Lots 4 and 5 to the local Utility Provider.

Note: as per Easement Instrument 7422421.5 above – will not be used and is redundant.

Solution: Easement can be surrendered as a condition of consent, but this needs Council consent to be registered.

4. Easement Instrument 7390609.4 (Peakedale Drive)

Summary: Provides Lot 25 DP 393306 and Lot 204 DP 535395 right of way, access (through Eldonwood to Station Road) and parking easements.

Note: Not using Lot 100 for ongoing access and not part of the RCA Application. Will come down on new Title(s), so easement to surrender.

Solution: Easement should be surrendered as a condition of approval. We have contacted Eldonwood Precinct Limited (owner of Lot 100 – servient tenement) and they have no objection in principle to surrendering the Easement, but this needs Council consent to be registered. Effected by either the Panel resolving in place of Council under s243(a) of the RMA or a direction from the Panel to Council to pass such a resolution.

5. Easement Instrument 7835210.3 (Peakedale Drive)

Summary: Provides Lot 204 DP 535395 (Lot 6 on the Scheme Plan) with a right of way, right to convey water, electricity, telecommunications and computer media through Lot 105 (which feeds into Lot 100)

Note: Unnecessary and creates a redundant notation on the new Title(s).

Solution: Easement to be surrendered as a condition of day zero 224c conditions. We have contacted Eldonwood Limited (owner of Lot 105 – servient tenement) and they have no objection in principle to surrendering the Easement.

6. Easement Instrument 12244095.3 (247 Station Rd)

Summary: Provides a right of way to Lot 2.

Note: will be replaced with alternate access, so redundant post Fast Track approval.

Solution: Easement to be surrendered as a condition of day zero 224c conditions. We will have control of both dominant and servient tenements.

26 May 2025

By Email: kate@osheaslaw.co.nz

O'Sheas
Barristers & Solicitors

Attn: Kate James

**Eldonwood Limited - Matamata Development Limited
Lot 4 and Lot 5 Chestnut Lane, and Lot 204 Peakedale Drive, Matamata**

We refer to the above transaction and to our email correspondence in early May regarding the accessway land owned by Eldonwood Precinct Limited (Lot 100 DP 380025 - RT 320654).

Thank you for providing the requested letter relating to our client's drainage plan, which has been included within our client's application.

Amalgamation of Lots 25 and 106 DP 393306 with Lot 100

We are now instructed to request agreement in principle to the amalgamation of Lots 25 and 106 DP 393306 with Lot 100 as per the **attached** proposed scheme plan and memorandum of easements.

Lots 25 and 106 are of course owned by Eldonwood Limited and are contained within RT 885183, which is being acquired by our client as part of this transaction.

Our client does not require any compensation for these two lots and will meet all reasonable costs associated with the proposed amalgamation, should this be agreed.

Surrender of Easement Instrument 7390609.4

We are also instructed to request agreement in principle from Eldonwood Precinct Limited (as owner of Lot 100, the servient tenement) to the partial surrender of Easement Instrument 7390609.4 as it relates to Lot 6 as shown on the proposed scheme plan (currently Lot 204). This easement currently benefits Lots 25 DP 393306 and Lot 204 DP 535395, both contained in RT 885183.

We are aware that the Council's consent to the surrender will be required, as the easement is subject to Section 243(a) Resource Management Act 1991.

Again, our client will meet all reasonable costs associated with the proposed surrender, should this be agreed.

Cancellation of Consent Notice 7390609.2

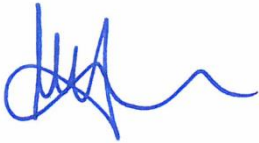
Finally, we are instructed to request agreement in principle from Eldonwood Precinct Limited (as owner of Lot 100) to the cancellation of Consent Notice 7390609.2 as it relates to Lot 6 (currently Lot 204). With the amalgamation of Lots 25 and 106 with Lot 100 and the partial surrender of Easement Instrument 7390609.4 (if agreed) the conditions imposed by the Consent Notice will no longer be relevant to the new Lot 6. (Our client will be obtaining alternative access to Station Road and will not need to use Lot 100 as an accessway.)

Again, our client will meet all reasonable costs associated with the proposed cancellation, should this be agreed.

Please take your client's instructions to confirm their agreement in principle to the above three matters. Copies of the relevant documents are **attached** for ease of reference. Once confirmed, we will prepare a draft deed documenting these arrangements for your review.

As always, please telephone should you wish to discuss. Otherwise, we look forward to your response.

Martelli McKegg



Melissa Clark

Partner

DDI: +64 9 300 7637

Email: melissa.clark@martellimckegg.co.nz

Mobile: +64 21 190 5108

Steph Wilson

From: Emilie Gee <Emilie@osheaslaw.co.nz>
Sent: Monday, 23 June 2025 4:11 pm
To: Melissa Clark
Cc: Eesha Karamchandani; Kate James
Subject: RE: Eldonwood Limited - Matamata Developments Limited

Some people who received this message don't often get email from emilie@osheaslaw.co.nz. [Learn why this is important](#)

Hi Melissa,

I am assisting my colleague Kate in this matter.

Our client has instructed us that it agrees to your client's proposals detailed in your letter dated 26 May 2025.

If you could please now prepare the draft deed documenting these arrangements for us to review.

We look forward to hearing from you.

Kind Regards,

Emilie Gee
Law Clerk

DDI: 07 595 0334 | 07 838 3109 | www.osheaslaw.co.nz
70 Rostrevor Street, Hamilton 3204
PO Box 460, Hamilton 3240 | DX GX 10052



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Please consider the environment before printing this email.

From: Melissa Clark <melissa.clark@martellimckegg.co.nz>
Sent: Tuesday, 17 June 2025 12:26 PM
To: Kate James <kate@osheaslaw.co.nz>
Cc: Mia Munro <Mia@osheaslaw.co.nz>; Eesha Karamchandani <Eesha.Karamchandani@martellimckegg.co.nz>
Subject: FW: Eldonwood Limited - Matamata Developments Limited

Hi Kate

Have you had an opportunity to seek instructions from your client on the various requests contained in our letter of 25 May?

We are instructed that our client wants to submit their fast-track application by the end of this month. A positive response from your client would obviously benefit both parties.

We look forward to hearing from you.

Kind regards,

Melissa Clark
Partner



DDI: +64 9 300 7637 | Mob: +64 21 190 5108
Tel: +64 9 379 7333 | Fax: +64 9 309 4112

Level 20
HSBC Tower
188 Quay Street
PO Box 5745, Victoria Street West
Auckland 1142, New Zealand
[email](#) | [web](#)

From: Melissa Clark

Sent: Monday, 26 May 2025 3:34 PM

To: Kate James <kate@osheaslaw.co.nz>

Cc: Mia Munro <mia@osheaslaw.co.nz>; Eesha Karamchandani <Eesha.Karamchandani@martellimckegg.co.nz>

Subject: Eldonwood Limited - Matamata Developments Limited

Hi Kate

Please see the attached letter and documents.

Kind regards,

Melissa Clark
Partner



DDI: +64 9 300 7637 | Mob: +64 21 190 5108
Tel: +64 9 379 7333 | Fax: +64 9 309 4112

Level 20
HSBC Tower
188 Quay Street
PO Box 5745, Victoria Street West
Auckland 1142, New Zealand
[email](#) | [web](#)

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

IN THE MATTER OF

Plan No. 380025 being the subdivision of Lot 2 DP 25682, Lot 2 DPS 5265, Lot 1 DPS 31399, Lot 3 DPS 64195 and Lot 4 DPS 64195 (CT SA52A/763); and Lot 2 DPS 64195 (CT SA52A/762).

AND

IN THE MATTER OF

Subdivision consent pursuant to Sections 104, 105, 108, 220 and 221 of the Resource Management Act 1991.

AND

IN THE MATTER OF

An authenticated copy of a resolution pursuant to Section 252 of the Local Government Act 1974.

Pursuant to Section 252(1)(a) of the Local Government Act 1974 the Matamata-Piako District Council hereby certifies that, by way of resolution passed under delegated authority on the 5th September 2006, the following condition was imposed on the consent for subdivision of Lot 2 DP 25682, Lot 2 DPS 5265, Lot 1 DPS 31399, Lot 3 DPS 64195 and Lot 4 DPS 64195 (CT SA52A/763); and Lot 2 DPS 64195 (CT SA52A/762) (File Ref: RCS 1488):

3. *That Lot 100 [DP 380025 (Certificate of Title SA320654)] shall, prior to the issue of a Section 224(c) Certificate and at all times thereafter, be owned, used and otherwise dealt with in accordance with the approved ownership and maintenance structure, and with any other applicable conditions of this consent. A consent notice pursuant to Section 221 of the Resource Management Act 1991 shall be registered against the certificate of title for Lots 100 and for Lots 1 [amalgamated Lots 1, 3, 4, 5, 6, 7, 8, 9, and 10] and 2 [of DP 373715] specifying this condition.*

The "approved ownership and maintenance structure" of Lot 100 was approved by Council in accordance with condition 2 of RCS 1488 (Stage 1A) and means:

The private road being Lot 100 Deposited Plan 380025 is to be held in the ownership of Eldonwood Limited is intended to be transferred to Eldonwood Precinct Limited but to no other company or other party without the prior written consent of Matamata-Piako District Council. The public is to be given access to the private road subject to the conditions in the easement instrument registered against the title to Lot 100 Deposited Plan 380025.

The cost of maintaining the private road Lot 100 Deposited Plan 380025 shall be met by levies on the residential lots in the subdivision and shall be secured by a land covenant and encumbrance in favour of Eldonwood Precinct Limited to be registered against each of the lots in each stage of the subdivision, together with a Memorandum of Encumbrance over the private road Lot 100 Deposited Plan 380025 in favour of Matamata-Piako District Council.

Dated at Te Aroha this 9th day of MAY 2007.



AUTHORISED OFFICER

File Ref: RCS 1488
RP376600CGB

CONSENT NOTICE PURSUANT TO SECTION 221
OF THE RESOURCE MANAGEMENT ACT 1991



CONO 7422421.2 Cons

Cpy - 01/01, Pgs - 002, 16/08/07, 14:47



DocID: 312911562

IN THE MATTER OF

Plan No. 384886 being the subdivision of Lot 2 DPS 57873.

AND

IN THE MATTER OF

Subdivision consent pursuant to Sections 104, 105, 108, 220 and 221 of the Resource Management Act 1991.

AND

IN THE MATTER OF

An authenticated copy of a resolution pursuant to Section 252 of the Local Government Act 1974.

Pursuant to Section 252 (1) (a) of the Local Government Act 1974 the Matamata-Piako District Council hereby certifies that, by way of resolution passed under delegated authority on the 31st day of January 2007, the following conditions were imposed on the consent for subdivision of Lot 2 DPS 57873 (File Ref: RCS 1605).


- That a consent notice pursuant to Section 221 of the Resource Management Act 1991 shall be registered against the title of Lot 5 to advise Owners that should access through Chestnut Lane to the said lot **not** be provided prior to the development of the said lot (including the construction of the first dwelling) the Right of Way access from Station Road shall be sealed and upgraded to Council's standard for the servicing of three rural-residential lots entirely at the cost of the Owner of the said lot.
- That a consent notice pursuant to Section 221 of the Resource Management Act 1991 shall be registered against the title of Lots 1, 2, 4 and 5 hereon to advise Owners that prior to the issue of a code of compliance certificate for the construction, erection or relocation of a dwelling upon the said lots, that a potable water supply shall be provided for domestic purposes and that the domestic supply be protected from cross contamination by non-domestic uses (eg stock troughs, farming activities, etc) **either** by means of adequate air gap separation **or** the installation of appropriate Council approved backflow prevention devices of high hazard rating **or** some other suitable means approved by Council. Should a roof catchment collection and storage system be utilised for domestic purposes then the storage capacity of the water tank shall be at least 25,000 litres.

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- That a consent notice pursuant to Section 221 of the Resource Management Act 1991 shall be registered against the title of Lots 1, 2, 4, and 5 to advise Owners that prior to the issue of a code of compliance certificate for the construction, erection or relocation of a dwelling on the said lots, a site and soils evaluation shall be undertaken by an appropriately qualified professional experienced in geotechnical (soils) engineering and that a site specific sewage system shall be designed, installed and maintained to meet Environment Waikato's Regional Plan permitted activity rule for the discharge of domestic sewage from new onsite systems.. Upon installation the Owner shall provide to Council a producer statement from the system installer certifying that the sewage system has been installed in accordance with the design requirements and that any alteration or modification to the system design has the written approval of the sewage system designer. The designer shall be required to provide approval for any pump or siphon component of the sewage system.
- That a consent notice pursuant to Section 221 of the Resource Management Act 1991 shall be registered against the title of Lot 5 to advise Owners that there are no electricity and/or telephone connections to the said lot and that prior to the issue of a code of compliance certificate for the construction, erection or relocation of a dwelling on the said lot connections will need to be established by the Owners entirely at their own cost.

Dated at Te Aroha this 18th day of April 2007.



AUTHORISED OFFICER

File Ref: RCS 1605
Surveyors Ref: 1390
RP374094RGH

CONSENT NOTICE PURSUANT TO SECTION 221
OF THE RESOURCE MANAGEMENT ACT 1991



CONO 7422421.3 Cons

Cpy - 01/01, Pgs - 001, 15/06/07, 14:47



DocID: 312911563

IN THE MATTER OF

Plan No. 384886 being the subdivision of Lot 2 DPS 57873.

AND

IN THE MATTER OF

Subdivision consent pursuant to Sections 104, 105, 108, 220 and 221 of the Resource Management Act 1991.

AND

IN THE MATTER OF

An authenticated copy of a resolution pursuant to Section 252 of the Local Government Act 1974.

Pursuant to Section 252 (1) (a) of the Local Government Act 1974 the Matamata-Piako District Council hereby certifies that, by way of resolution passed under delegated authority on the 31st day of January 2007, the following condition was imposed on the consent for subdivision of Lot 2 DPS 57873 (File Ref: RCS 1605).

- That a consent notice pursuant to Section 221 of the Resource Management Act 1991 be registered against the titles of Lots 1, 2, and 4 to advise Owners that there are no electricity and/or telephone connections to the said lots and that connections will need to be established at the time of building construction entirely at the cost in all matters to the Owners.

Dated at Te Aroha this 31st day of May 2007.

A handwritten signature in black ink, appearing to be 'MSJ', written over a horizontal line.
AUTHORISED OFFICER

File Ref: RCS 1605
Surveyors Ref: 1390
RP381205RGH



Matamata-Piako District Council, 35 Kenrick Street PO Box 266, Te Aroha 2971, Website: www.mpd.c.govt.nz
Email: info@mpdc.govt.nz, Fax: 07 884 8865, Morrinsville & Te Aroha Ph: 07 884 0060, Matamata Ph: 07 881 9050

View Instrument Details



Instrument No	12244095.2
Status	Registered
Date & Time Lodged	09 December 2021 08:41
Lodged By	Munro-Cross, Kylie Eileen
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Toitū Te Whenua
Land Information
New Zealand

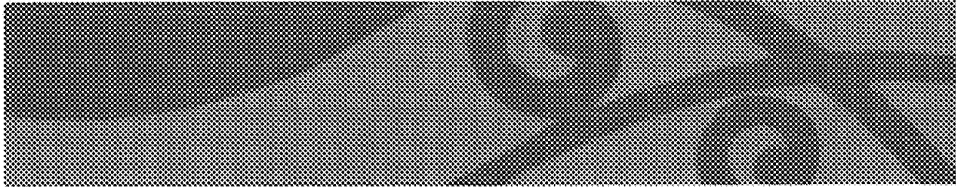
Affected Records of Title	Land District
1018184	South Auckland
1018185	South Auckland

Annexure Schedule Contains 2 Pages.

Signature

Signed by David John Parker as Territorial Authority Representative on 13/01/2022 03:28 PM

***** End of Report *****



Consent Notice

Pursuant to Section 221 of the Resource Management Act 1991

In the Matter of Plan Number 567678 being a subdivision of Lot 3 DPS 29877 and Lot 2 DP 20155

And

In the Matter of A subdivision consent pursuant to Sections 104, 108, 220 and 221 of the Resource Management Act 1991.

And

In the Matter of An authenticated copy of a resolution, pursuant to Section 252 of the Local Government Act 1974.

Where As –

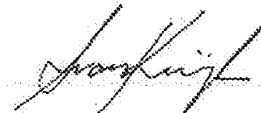
1. The Matamata-Piako District Council has pursuant to Section 252 of the Local Government Act 1974 and Sections 104, 108, 220 and 221 of the Resource Management Act 1991 granted to R A Hemmings Limited, a subdivision consent on the 15 April 2021 for subdivision of Lot 3 DPS 29877 and Lot 2 DP 20155 (File Ref: 101.2021.12215.1).
2. The subdivision to which consent has been granted is shown on land transfer plan 567678.
3. Pursuant to Sections 104, 108, 200 and 221 of the Resource Management Act 1991 it is a condition of said resource consent that:
 - That a Consent Notice pursuant to Section 221 of the Resource Management Act 1991 shall be entered against the computer freehold register of Lot 1 hereon to advise Owners that the said lot is located in a working rural environment and that the Owners and Occupiers must receive any effects of neighbouring lawfully established and operating rural activities without complaint or request for enforcement action. Owners and Occupiers of the said lot shall not participate in any legal or other action in opposition to lawfully established and operating rural activities on Rural zoned land in proximity to the said lot.
 - That a consent notice pursuant to Section 221 of the Resource Management Act 1991 must be entered on the computer freehold register for Lot 2 / Lot 2 DP 21055 (Amalgamated title) to advise future owners that at the time of subdivision, the said title did not have a water supply for either domestic or stock purposes.
 - That a consent notice pursuant to Section 221 of the Resource Management Act 1991 must be entered on the computer freehold register for Lot 2 / Lot 2 DP 21055 (Amalgamated title) to advise future owners that at the time of subdivision, vehicle access to the title (vehicle crossing and right of way) suitable for light vehicles was provided at the common road frontage of Part Lot 1 DP 21055 and Lot 2 DP 21055 and that any future development/use on the site other than a dwelling constructed on or relocated to Lot 2 DP 21055 may trigger the requirement for a new or upgraded vehicle entrance.

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- That a Consent Notice pursuant to Section 221 of the Resource Management Act 1991 shall be registered on the computer freehold register of Lot 2 / Lot 2 DP 21055 (Amalgamated title) advising that an electricity connection was not provided to the said title at the time of subdivision as per the Powerco letter held on Council file, reference CM 2403458. Should reticulated electricity services be required in future, these will need to be obtained via a new electricity connection to the network installed at a cost in all matters to the owner of the property at the time the connection is applied for.
- ★ That a Consent Notice pursuant to Section 221 of the Resource Management Act 1991 shall be registered on the computer freehold register of Lot 2 / Lot 2 DP 21055 (Amalgamated title) advising that a telecommunication connections was not provided to the title at the time of subdivision and that should telecommunication services be required thereafter, these will need to be obtained either via an alternative service (as identified in the correspondence from Netspeed, Lightwire, Spark and Vodafone held on Council file, reference CM 2403458) or via a copper or fibre telecommunications connection installed at a cost in all matters to the owner at the time that the connection is applied for.
- That a Consent Notice pursuant to Section 221 of the Resource Management Act 1991 shall be entered against the computer freehold register of Lot 2 to advise future Owners that the entitlement to apply for a subdivision of a Small Rural Lot in accordance with rule 6.1.4(b) of the Operative District Plan (dated 6 April 2018) has been retained on this lot.

This consent notice has been issued under delegation from the Matamata-Piako District Council, pursuant to section 34A of the Resource Management Act 1991, and in accordance with Council Resolution 7.4 dated 2 December 2020.

Dated at Te Aroha this 11th day of November 2021



Alyson van Kuijk
District Planner
Delegated Authority/Authorised Officer



Approved by Registrar-General of Land under No. 2002/6055

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 7390609.4 Easement I

Cpy - 01/02, Pgs - 009, 25/06/07, 14:31



DocID: 511725399

Grantor

Surname(s) must

ELDONWOOD LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

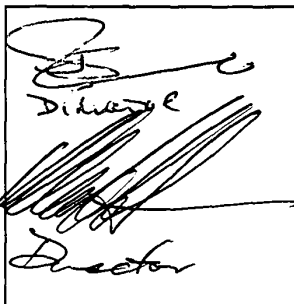
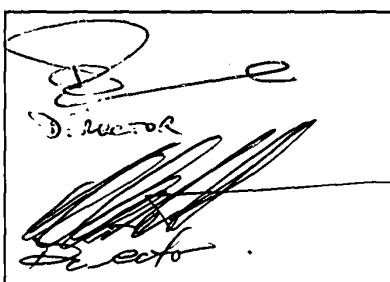
ELDONWOOD LIMITED

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 30th day of APRIL 2006 P

Attestation

 Director	Signed in my presence by the Grantor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantor	
 Director	Signed in my presence by the Grantee
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantee	

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

320652-654


[Solicitor for] the Grantee

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

Approved by Registrar-General of Land under No. 2002/6055
Annexure Schedule 1



Easement instrument

Dated

30 April 2007

Page

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6

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)
Right of Way, Access and Parking	Marked "A" Deposited Plan 380025	Lot 100 Deposited Plan 380025 (SA 320654)	Lots 1 and 3 to 10 Deposited Plan 380025 (SA 320652) Lot 2 Deposited Plan 380025 (SA 320653)

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

P

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

30 April 2007

Page

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of

6

Pages

(Continue in additional Annexure Schedule, if required.)

Schedule 2

INTRODUCTION

- A. The Grantor has subdivided the land comprised and described in Certificates of Title SA 52A/762 and SA 52A/763, the plan relating to the subdivision being lodged for deposit under number 380025 (South Auckland Registry) ("the Subdivision Plan") and proposes to subdivide further Lots 1 and 3 to 10 (inclusive) on the Subdivision Plan.
- B. Access to the lots is to be over a private road (being Lot 100 on the Subdivision Plan) and is to be effected by a right of way over that lot.
- C. The said Lot 100 is to comprise a paved carriageway ("the Carriageway"), an area designated for future development ("the Centre"), hamlet courtyards ("the Courtyards"), walkways and trails ("the Trails") and the balance on which there are to be pavements, grassed and planted areas, gardens and carparks ("the Balance Area").
- D. The Grantor wishes to create certain rights of way by this easement instrument and to provide for the use of carparks and to make certain other provisions for the management of the private road.

1. INTERPRETATION

- 1.1 In this easement except where a contrary intention appears from the context:

"**Association**" means the association incorporated or to be incorporated as Eldonwood Residents Association Incorporated.

"**Courtyard Carparks**" means those parts of the Courtyards in the centre of a cluster of proposed residential lots to be set aside for the parking of owners of such lots or occupiers of such lots or their respective invitees or visitors and a "**Courtyard Carpark Access**" means any access to Courtyard Carparks.

"**Fourth Schedule**" means the Fourth Schedule to the Land Transfer Regulations 2002.

"**General Carparks**" means those parts of the Private Road which may in the future be designated by the Grantor for the parking of vehicles but excludes Courtyard Carparks.

"**Grantee**" means the Grantee and the Grantee's successors in title to Lots and owners of any Lots resulting from any future subdivision of Lots and includes where the context admits occupiers of the Lots in question and invitees or visitors of any Owner or occupier.

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.

R

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated 30 April 2007

Page 3 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

"Grantor" includes any successor in title of the Grantor in respect of the private road.

"Lots" means the Lots (excluding Lot 100) on the Subdivision Plan and any Lots resulting from any future subdivision of those Lots.

"Ninth Schedule" means the Ninth Schedule of the Property Law Act 1952.

"Owner" means the owner for the time being of any Lot and where the context permits any occupier of that Lot and invitees and visitors of such owner or occupier.

"Private Road" means Lot 100 Deposited Plan 380025 (South Auckland Registry).

1.2 Plural and singular: gender

Words importing the singular number include the plural and vice versa and words denoting any gender shall include all genders.

1.3 Statutes and Regulations

References to any statutory provision include any statutory provision which amends or replaces it and any subordinate legislation made under it.

2 CONFLICT

2.1 Where there is conflict between the provisions of the Fourth Schedule and the Ninth Schedule the provisions of the Ninth Schedule shall prevail.

2.2 Where there is conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this easement instrument, the modifications shall prevail.

3 LIMITATION OF RIGHT OF WAY

3.1 So long as the Grantor maintains the Private Road the Grantee shall not have the rights referred to in paragraphs 2(a), (d) and (e) of the Ninth Schedule or the rights referred to in Clauses 6(3)(a) and 12 of the Fourth Schedule.

3.2 The right of way in terms of Clause 6 of the Fourth Schedule shall only be exercised over and along the Carriageway.

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.

P [Signatures]

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

30 April 2007

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Pages

(Continue in additional Annexure Schedule, if required.)

- 3.3 The right of way to be exercised over and along the Trails shall be exercised in terms of Clause 6 of the Fourth Schedule save that paragraph 6(2)(a) shall be deleted and replaced with the following

“(a) non-motorised cycle”.

- 3.4 No Owner who is not an Owner of a Lot adjoining the Courtyard in question shall exercise the right of way over or along a Courtyard or the relevant Courtyard Carpark Access but an Owner of a Lot adjoining the Courtyard in question may exercise such right of way and may at all times stop, park and leave vehicles on any Courtyard Carpark allocated to such Owner for that Owner's use.

- 3.5 The right of way to be exercised over the Centre shall be exercised in terms of Clause 6 of the Fourth Schedule save that

(a) to Clause 6.1 shall be added the words “but only by licence express or implied of the occupier of any building in the Centre;

(b) Clause 6.2 shall be deleted;

- 3.6 The right of way to be exercised over and along the Balance Area shall be exercised in terms of Clause 6 of the Fourth Schedule save that Clause 6.2 shall be deleted: and the right of way shall be subject to the Grantor's right to keep and maintain any grassed or planted area or garden on the Balance Area at any time.

- 3.7 The Grantor reserves the right to the Grantor and other persons to whom the Grantor may grant similar rights at all times to stop, park and leave vehicles on the Private Road (excluding the Carriageway) and the same shall not be construed in any way as being in derogation of the grant of the right of way or as interfering with the Grantee's use and enjoyment of the Grantee's right of way.

- 3.8 The Grantee shall exercise the rights hereby granted so as to cause no damage, injury, inconvenience, or disturbance to the Private Road or to the Grantor and all people claiming right under the Grantor or to Owners of other Lots and in the case of any damage or injury caused the Grantee shall forthwith at his own expense make good the same: and the Grantee shall keep the Grantor indemnified against all actions claims and demands whatsoever that may be lawfully brought or made against the Grantor by any person or persons by reason of anything done by the Grantee in exercise or purported exercise of the rights hereby granted.

- 3.9 The Grantee shall exercise the rights hereby granted entirely at its own risk in every respect and the Grantor shall have no liability to the Grantee for damage or loss suffered by it.

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.

X

Annexure Schedule



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

Easement

Dated

30 April 2007

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Pages

(Continue in additional Annexure Schedule, if required.)

4 CARPARKING

- 4.1 The Grantee shall have the right, subject to the provisions herein set out, to use the General Carpark for the parking of vehicles.
- 4.2 The Grantor reserves the right to allocate to any Owner a General Carpark adjoining his Lot and designated by the Grantor to be a carpark for such Owner's exclusive use and the Grantee shall not park on any General Carpark so designated and allocated.
- 4.3 The Grantee shall use the General Carparks only for the purposes of short term parking of cars which have a current warrant of fitness and motor vehicle registration, which are road worthy and are able at all times to be driven under their own power and which do not present any danger or risk to other vehicles or other persons using the Private Road.
- 4.4 The General Carparks shall not be used for any long term parking or for the parking of commercial vehicles, motor cycles, trailers, or vehicles other than cars as described in clause 4.3.
- 4.5 The Grantee shall not carry out any repairs or maintenance to a vehicle or clean any vehicle in the General Carparks.
- 4.6 The Grantee shall not do anything in the General Carparks or on the Private Road which would obstruct or interfere with other users of the Private Road.
- 4.7 The Grantee shall use all reasonable endeavours to avoid the spillage of oil or other deleterious or harmful substances on the General Carparks or any part of the Private Road.
- 4.8 The Grantee shall not park on Courtyard Carparks unless the Grantee is also the Owner of a Lot adjoining a Courtyard and the relevant Courtyard Carpark has been allocated by the Grantor to such Owner for that Owner's use. The provisions of clauses 4.3 to 4.7 (inclusive) shall apply with any necessary modification to the use of Courtyard Carparks.

5 REMOVAL OF VEHICLES

- 5.1 The Grantor may but shall not be required to remove from the General Carparks or the Courtyard Carparks any vehicle which has been parked contrary to the terms of this easement.

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.

R

Annexure Schedule



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

Easement

Dated

30 April 2007

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Pages

(Continue in additional Annexure Schedule, if required.)

6 DISCLAIMER AND INDEMNITY

- 6.1 The Grantor shall not be responsible to the Grantee for any loss or damage sustained by the Grantee in respect of any vehicle parked in the General Carparks or the Courtyard Carparks: and the Grantee shall indemnify the Grantor against any loss, damage or expense sustained or incurred as a result of any breach by the Grantee of the terms of this easement instrument.

7 REMEDIES FOR BREACH

- 7.1 The Grantor may terminate the Grantee's right to use the General Carparks or the Courtyard Carparks or any of them at any time without notice upon persistent breach by the Grantee of the terms of this easement with regard to their use. Persistent breach shall be deemed to have occurred where there have been four breaches of the terms of this easement with regard to the use of any carpark within any period of a calendar month. Waiver of or failure to act upon persistent breach shall not be construed as waiver of the Grantor's right to cancel in the event of subsequent persistent breach.

8 GRANTOR'S RULES AND REGULATIONS

- 8.1 The Grantor and the Association with the authority of the Grantor may issue any rules, regulations and procedures as to the identification of cars used by any persons entitled to park cars in the General Carparks and the Courtyard Carparks, the procedures to be followed as to the driving and parking in such carparks or on the Private Road, or any other matters which the Grantor may consider reasonably necessary for the control, safe use and enjoyment of such carparks and Private Road. The Grantee shall at all times comply with such rules, regulations and procedures.

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.

9

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Easement Instrument**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.)

BLANCHARD FINANCE LIMITED**Mortgagee under Mortgage No. 6785912.3****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 the within easement (being the right of way shown in the "Memorandum of Easement" on Deposited Plan No. 380025) and acknowledges that by virtue of such consent it is bound by such easement.

Dated this 30th day of April 2007**Attestation**

BLANCHARD FINANCE LIMITED by two of its directors

Director

Director

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

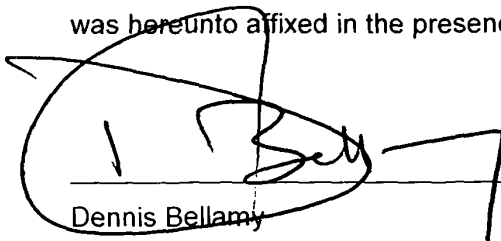
An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

IN THE MATTER OF Section 243 of the
Resource Management
Act 1991

MATAMATA PIAKO DISTRICT COUNCIL confirms and certifies that it is satisfied that the foregoing Easement Instrument fulfils its requirements in respect of the right of way easement in favour of Lots 1 through 10 mentioned in the Memorandum of Easement appearing on Plan 380025

DATED the 14th day of May 2007

THE COMMON SEAL of
MATAMATA PIAKO DISTRICT COUNCIL
was hereunto affixed in the presence of:



Dennis Bellamy
ENVIRONMENTAL SERVICES MANAGER

Sections 90A and 90F, Land Transfer Act 1952

Cpy – 01/01, Pgs – 004, 15/06/07, 14:47

SOUTH AUCKLAND



DocID: 312911565

DocID: 312911665
Surname(s) must be underlined or in CAPITALS.


ELDON STATION LIMITED

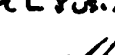
Surname(s) must be underlined or in CAPITALS.

ELDON STATION LIMITED

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 8th day of May 2007


M. L. Purnelli, Director



Signature [common seal] of Grantor

Address

Signature [common seal] of Grantee

Address

[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

Annexure Schedule 1

Easement instrument

Dated

8 May 2007

Page

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of

2

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)
	384886		
Right of way and right to convey water, electricity, telecommunications and computer media	A on Plan 384886 B on Plan 384886	Lot 3 on Plan 384886 (SA 339509) Lot 4 on Plan 384886 (SA 339510)	Lots 4 and 5 on Plan 384886 (SA 339510 and SA 339511) Lot 5 on Plan 384886 (SA 339511)

**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]~~ ~~[negated]~~ ~~[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

P

Annexure Schedule



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

Easement

Dated

28 May 2007

Page

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2

Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

1. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 ("the Fourth Schedule") and the Ninth Schedule to the Property Law Act 1952 ("the Ninth Schedule"), the provisions of the Ninth Schedule shall prevail.
2. 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 shall prevail.
3. The following additional provisions shall apply to the easements created by this Easement Instrument.
 - 3.1 Any maintenance, repair or replacement of any easement facility that is necessary because of any act, omission, neglect or fault of any particular registered proprietor whether of the dominant or servient tenement (the term "registered proprietor" to include the agents, employees, contractors, tenants, licensees, invitees and people under the control of that registered proprietor) shall be carried out promptly by that registered proprietor and at that registered proprietor's sole cost. Where the act, omission, neglect or fault is the partial cause of the maintenance, repair or replacement, the costs payable by the registered proprietor responsible shall be in proportion to the amount attributable to that act, omission, neglect or fault (with the balance payable in accordance with Clause 11 of the Fourth Schedule). For the avoidance of doubt the term "easement facility" shall in the case of the right of way include any driveway established on the stipulated area.
 - 3.2 An easement facility, except for any driveway, shall not be laid above the ground.

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.

P

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Easement Instrument**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.)

G H Securities Trustee Limited**Mortgagee under Mortgage No.7285706.2****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.

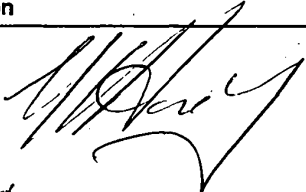
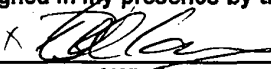
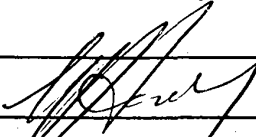
Pursuant to [section 238(2) of the Land Transfer Act 1952]

{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 the within easements and acknowledges that by virtue of such consent it is bound by such easements.Dated this 8th day of May 2007**Attestation**

 X GORDON JOHN HARRIS Director	Signed in my presence by the Consentor  Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name BRUCE ROBIN MANSON Occupation FINANCIAL SERVICES Address AUCKLAND
Signature of Consentor 	

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.

Approved by Registrar-General of Land under No. 2002/6055

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

EI 7422421.6 Easemen

Cpy - 01/01, Pgs - 004, 15/06/07, 14:47



DocID: 312911666



Land registration district

SOUTH AUCKLAND

Grantor

Surname(s) must be underlined or in CAPITALS.

ELDON STATION LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

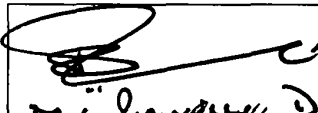

ELDON STATION LIMITED

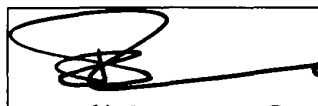

Grant* of easement or profit à prendre or creation or covenant

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).

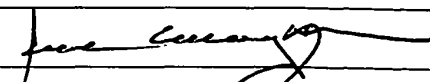
Dated this 8th day of may 2007

Attestation

 <u>M. L. Pinner, Director</u>  <u>Director</u>	Signed in my presence by the Grantor
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name
	Occupation
Address	
Signature [common seal] of Grantor	

 <u>M. L. Pinner, Director</u>  <u>Director</u>	Signed in my presence by the Grantee
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name
	Occupation
Address	
Signature [common seal] of Grantee	

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

Annexure Schedule 1

Easement instrument

Dated

9 May 2007

Page

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of

2

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)
	384886		
Right to convey Electricity	A on Plan 384886	Lot 3 on Plan 384886 (SA 339509)	In gross
Right to convey Electricity	B on Plan 384886	Lot 4 on Plan 384886 (SA 339510)	In gross
Right to convey Telecommunications and Computer Media	A on Plan 384886	Lot 3 on Plan 384886 (SA 339509)	In gross
Right to convey Telecommunications and Computer Media	B on Plan 384886	Lot 4 on Plan 384886 (SA 339510)	In gross

**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~~ ~~negated~~ ~~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

P

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

8 May 2007

Page

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of

2

Pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

1. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 ("the Fourth Schedule") and the modifications in this Easement Instrument, the modifications shall prevail.
2. The following additional provisions shall apply to the easements created by the Easement Instrument.
 - 2.1 Any maintenance, repair or replacement of any easement facility that is necessary because of any act, omission, neglect or fault of the grantor or the grantee ("person") (which includes the agents, employees, contractors, tenants, licensees, invitees and people under the control of that person) shall be carried out promptly by that person and at that person's sole cost. Where the act, omission, neglect or fault is the partial cause of the maintenance, repair or replacement, the costs payable by the person responsible shall be in proportion to the amount attributable to that act, omission, neglect or fault (with the balance payable in accordance with Clause 11 of the Fourth Schedule).
 - 2.2 An easement facility shall not be laid above the ground.

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.

P [Signature] [Signature]

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Easement Instrument**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.)

G H Securities Trustee Limited**Mortgagee under Mortgage No.7285706.2****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.

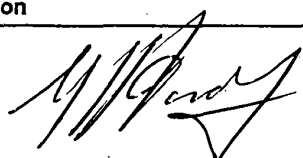

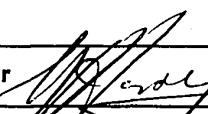
Pursuant to [section 238(2) of the Land Transfer Act 1952]

[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 the within easements and acknowledges that by virtue of such consent it is bound by such easements.Dated this 8th day of MAY 2007**Attestation**

 X Gordon John Hardy DIRECTOR	Signed in my presence by the Consentor X  Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>BRUCE PETER HANSON</u> Occupation <u>FINANCIAL SERVICES</u> Address <u>AUCKLAND</u>
Signature of Consentor 	

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.

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

2003/6180EF
Approved
Registrar-General of Land

Land registration district

SOUTH AUCKLAND

EI 7422421.7 Easemen

Cpy - 01/01, Pgs - 004, 15/08/07, 14:48



DocID: 312911667

Grantor

ELDON STATION LIMITED

Surname(s) must be underlined or in CAPITALS.

Grantee

MATAMATA-PIAKO DISTRICT COUNCIL

Surname(s) must be underlined or in CAPITALS.

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 6 day of May 2007

Attestation

M. L. SWINELLI
Director

Director

Signature [Common Seal]
of Grantor

Signed in my presence by the Grantor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Occupation:

Address:



D. J. McLeod
CHIEF EXECUTIVE OFFICER

Signature [Common Seal]
of Grantee

Signed in my presence by the Grantee

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Occupation:

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.

Annexure Schedule 1

2003/6180EF
Approved
Registrar-General of Land

Easement instrument

Dated 4 MAY 2007

Page 2 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)
	384886		
Right to Convey Water	A (DP 384886) B (DP 384886)	Lot 3 (339509) Lot 4 (339510)	In gross

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 provided 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] ~~[negated]~~ [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].~~

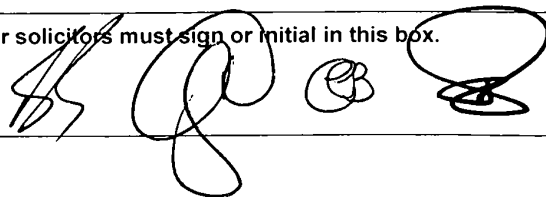
Covenant provisions*Delete phrases in [] and insert memorandum number as required.**Continue in additional Annexure Schedule if required*

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

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

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

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



Annexure Schedule 2

2003/5038EF
Approved
Registrar-General of Land

*Easement instrument

Dated 5 MAY 2007 Page 3 of 3 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

The implied rights and powers prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952 are varied negated and substituted by the following provisions:

1. Clause 12(6) of Schedule 4 to the Land Transfer Regulations 2002 is deleted.
2. The Grantee shall give the Grantor reasonable notice in writing of its intention to perform any work (including inspection) on the easement facility unless an extreme emergency requires immediate action.
3. The Grantee will from time to time repair, and make good all damage to fences hedges trees shrubs gates drains or other improvements in or upon the stipulated course or stipulated area, caused by the carrying out by the Grantee of any of the authorised work.
4. The Grantor will not do permit or cause or suffer anything which may in any way limit interfere with or detract from the exercise by the Grantee of any of the rights granted and in particular (but without being limited to such matters) the Grantor will not at any time:
 - (a) Build construct erect or place any building or structure (including any fence or gate) on the stipulated course or stipulated area, except as designed and constructed or performed with prior written consent from and to the satisfaction of the Grantee; or
 - (b) Deposit any fill or seal on the stipulated course or stipulated area; or
 - (c) Pave seal or plant or grow any trees or shrubs on the stipulated course or the stipulated area but will ensure that it is grassed and maintained in a neat and tidy condition provided however that the Grantor may pave or seal the stipulated course or stipulated area in order to construct vehicular driveways and crossings to the extent necessary only for access to and exit from adjoining properties constructed of materials and to dimensions and specifications first approved for that purpose by the Grantee; or
 - (d) Lay any pipes and cables for electricity gas and telephone through the stipulated area or stipulated course other than at a depth and location first approved by the Grantee.
5. Nothing contained in this grant of easement shall be deemed to abrogate or restrict any of the rights powers or remedies vested in the Grantee by any statute and in particular by the Land Drainage Act 1908, the Local Government Act 1974, the Public Works Act 1981, the Land Transfer Act 1952 and the Resource Management Act 1991 or any of them or any amendment thereof or any Act or Acts passed in substitution therefor.
6. Nothing herein contained or implied shall be deemed to compel the Grantee to use the easement facility prescribed or the stipulated course or stipulated area at any time and the Grantee may discontinue such use at will.

THE COMMON SEAL of)
MATAMATA-PIAKO DISTRICT COUNCIL)
was hereunto affixed in the presence of:)



Chief Executive Officer

Donald John McLeod

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.

[Handwritten signatures and initials]

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument

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.)

G H Securities Trustee Limited

Mortgagee under Mortgage No.7285706.2

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 _____]

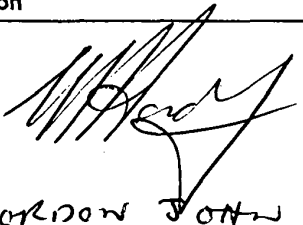

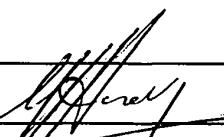
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the creation of the within easements and acknowledges that by virtue of such consent it is bound by such easements.

Dated this 8th day of may 2007

Attestation

<p>X  GORDON JOHN HARDY DIRECTOR</p>	<p>Signed in my presence by the Consentor X </p>
	<p>Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name BRUCE ROBIN MANSON Occupation FINANCIAL SERVICES Address AUCKLAND</p>
<p>Signature of Consentor </p>	

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.

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 7835210.3 Easemen

Cpy - 01/01, Pgs - 004, 03/08/08, 08:16



DocID: 313126160

Grantor

Surname(s) must be underlined or in CAPITALS.

ELDONWOOD LIMITED .

Grantee

Surname(s) must be underlined or in CAPITALS.

ELDONWOOD LIMITED

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 28th day of APRIL 2008

Attestation

Signed by **ELDONWOOD LIMITED**
by two of its directors:

Director

Director

Signature [common seal] of Grantor

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signed by **ELDONWOOD LIMITED**
by two of its directors:

Director

Director

Signature [common seal] of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

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

Annexure Schedule 1

Easement instrument

Dated

28 April 2008

Page

1

of

2

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)
Right of way, right to convey water, electricity, telecommunications and computer media	on plan 393306 marked X + B C	Lot 21 (SA 373551) Lot 105 (part SA 373555 SA 373556 SA 373558 SA 373560 and SA 373562) (Head RMC 347233) (pre-allocated RMCs)	Lot 19 (SA 373550) Lot 23 (SA 373552) Lot 29 (SA 373555) Lot 31 (SA 373556) Lot 33 (SA 373558) Lot 35 (SA 373560) Lot 37 (SA 373562) (continued over) <i>AL</i>

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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 Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are **[varied]** ~~[negative]~~ ~~[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

[Handwritten signatures and initials]

Annexure Schedule

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

Easement

Dated 28 April 2008

Page 2 of 2 Pages

(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference) on plan 393306 marked	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way, right to convey water, electricity, telecommunications and computer media	C	Lot 105 (part SA 373555 SA 373556 SA 373558 SA 373560 and SA 373562)	Lot 2 DP 380025 (part SA 373553)
Right to drain sewage	V	Lot 107 (part SA 373602) (preallocated was 347233)	Lot 32 (SA 373557)

Annexure Schedule 2

1. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 ("the Fourth Schedule") and the Fifth Schedule to the Property Law Act 2007 ("the Fifth Schedule"), the provisions of the Fifth Schedule shall prevail.
2. Where there is a conflict between the provisions of the Fourth Schedule and/or the Fifth Schedule and the modifications in this Easement Instrument, the modifications shall prevail.
3. The following additional provisions shall apply to the easements herein created.
 - 3.1 Any maintenance, repair or replacement of any easement facility on the servient or dominant land that is necessary because of any act, omission, neglect or fault of any particular registered proprietor (which includes the agents, employees, contractors, tenants, licensees, invitees and people under the control of that registered proprietor) shall be carried out promptly by that registered proprietor and at that registered proprietor's sole cost. Where the act, omission, neglect or fault is the partial cause of the maintenance, repair or replacement, the costs payable by the registered proprietor responsible shall be in proportion to the amount attributable to that act, omission, neglect or fault (with the balance payable in accordance with Clause 11 of the Fourth Schedule).

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.

[Signature]

[Signature]

[Signature]

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument

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.)

BLANCHARD FINANCE LIMITED

Mortgagee under Mortgage No. 6785912.3

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 the within easements (being easements shown in the "Memorandum of Easements" on Deposited Plan No. 393306 and acknowledges that by virtue of such consent it is bound by such easement.

Dated this **28th** day of **April** **2008**

Attestation

Signed by **BLANCHARD FINANCE LIMITED**
by two of its directors:



Director



Director

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature of Consentor

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.

View Instrument Details



Instrument No 12244095.3
Status Registered
Date & Time Lodged 09 December 2021 08:41
Lodged By Munro-Cross, Kylie Eileen
Instrument Type Easement Instrument



Affected Records of Title	Land District
1018185	South Auckland
SA658/159	South Auckland

Annexure Schedule Contains 4 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor 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 ☒
- I certify that the Mortgagee under Mortgage H143411.4 has consented to this transaction and I hold that consent ☒

Signature

Signed by David John Parker as Grantor Representative on 18/11/2021 05:11 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee 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 David John Parker as Grantee Representative on 18/11/2021 05:11 PM

*** End of Report ***

Form 22**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

Grantor

R. A. Hemmings Limited

Grantee

R. A. Hemmings Limited

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land 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, 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 Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	A on DP 567678	Part Lot 1 DP 21055 (RT SA658/159)	Lot 2 DP 21055 (RT 1018185)

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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007 (**Implied Rights**).

The implied rights and powers are hereby **[varied]** ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]

[the provisions set out in Annexure Schedule ____].

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form L

Annexure Schedule Page of Pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

If any conflict arises between the Implied Rights and the provisions set out in this Annexure Schedule, the provisions set out in this Annexure Schedule will prevail. The Implied Rights and powers are varied by the following:

1 Interpretation

In this Instrument unless the context otherwise requires:

Conditions means these conditions as they may be varied from time to time;

Costs means the costs of the installation, creation, establishment, repair, maintenance, operation and serving of any article, property or facility used or needed for the proper exercise of the rights created by this Instrument;

Benefited Land in relation to any easement means the land described in SCHEDULE A;

Burdened Land in relation to any Easement means the land described in SCHEDULE A which is subject to the relevant Easement;

Easement means an easement recorded by this Instrument;

Grantee in relation to each Easement means the registered owner for the time being of the Benefited Land;

Grantee and Other Authorised Persons in relation to any Easement means the Grantee and the agents, employees, contractors, tenants, licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant Easement and, where the context so admits, means any of those persons;

Grantor in relation to each Easement means the registered owner for the time being of the Burdened Land;

Grantor and Other Authorised Persons in relation to any Easement means the Grantor and the agents, employees, contractors, tenants, licensees and invitees of the Grantor and all other persons authorised or invited by the Grantor to enjoy the relevant Easement and, where the context so admits, means any of those persons;

Instrument means this easement instrument (including these Conditions) as it may be varied occasionally;

Plan means deposited plan number DP 567678 South Auckland Registry;

Right of Way Area means that part of the land described in SCHEDULE A as being subject to a Right of Way Easement;

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form L

Annexure Schedule Page of Pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Right of Way Easement means the rights recorded by this Instrument in relation to each right of way;

Specified Area means any part of the land specified in SCHEDULE A as being subject to an Easement;

Specified Proportion in relation to any party and any Costs means the proportion of those Costs payable by that party in accordance with this Instrument;

2 General provisions relating to Easements

The following provisions are applicable to the Easements recorded by this Instrument:

- (a) No power is implied in respect of any Easement for the Grantor to terminate the Easement for breach of any provision in this Instrument (whether express or implied) or for any other cause, it being the intention of the parties that each Easement will continue for all time unless it is surrendered.
- (b) If any party (**Defaulting Party**) neglects or refuses to perform or join with the other party (**Other Party**) in performing any obligation under this Instrument the following provisions will apply:
 - (i) the Other Party may serve on the Defaulting Party a written notice (**Default Notice**) requiring the Defaulting Party to perform or to join in performing the obligation and stating that, after the expiration of seven days from service of the Default Notice the other party may perform that obligation;
 - (ii) if at the expiry of the Default Notice the Defaulting Party still neglects or refuses to perform or join in performing the obligation the Other Party may:
 - (A) perform that obligation; and
 - (B) for that purpose enter the relevant Burdened Land or Benefited Land and carry out any work;
 - (iii) the Defaulting Party will be liable to pay to the Other Party the Costs of the Default Notice and the specified proportion of Costs incurred in performing that obligation;
 - (iv) the Other Party may recover from the Defaulting Party as a liquidated debt any money payable under this subclause.
- (c) The Grantor will not do any act which impedes, interferes with or restricts the rights of the Grantee and Other Authorised Persons in relation to any Easement.
- (d)
 - (i) The Grantee may for the purpose of complying with any obligation of the Grantee under this Instrument in relation to any Easement:

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form L

Annexure Schedule Page of Pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

- (A) enter the Burdened Land with or without agents, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment; and
- (B) remain on the Burdened Land for the time as is reasonable for the purpose of performing that obligation.
- (ii) In exercising any rights under this subclause the Grantee will:
 - (A) cause as little damage, disturbance, inconvenience and interruption to the Burdened Land and to the use of the Burdened Land as is reasonably necessary; and
 - (B) promptly make good any damage done to the Burdened Land and to the occupier of the Burdened Land.

3 Right of Way

The following provisions will apply to each right of way Easement:

- (a) The same rights and powers as set out in paragraph 6 of the Fifth Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007.
- (b) However where there is a conflict between the provisions of paragraph 6 of the Fifth Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule to the Property Law Act 2007 must prevail.

4 Continuation of rights, powers, terms, covenants and conditions of easements:

The easements described in Schedule A hereof shall include the terms set out in paragraphs 10, 11, 12, 13 and 14 of the Fifth Schedule to the Land Transfer Regulations 2018 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 benefited or burdened lands) 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 Fifth Schedule to the Land Transfer Regulations 2018 and the modifications in this Easement Instrument, the modifications in this Easement Instrument must prevail.



FW: Ashbourne FT Consent Notices

From Fraser McNutt <FraserM@barker.co.nz>

Date Mon 14/07/2025 4:36 PM

To Steph Wilson <StephW@barker.co.nz>

For file.

Kind regards,

FRASER MCNUTT

Partner/Waikato
Manager (MNZPI)

027 425 3902

FraserM@barker.co.nz



Urban & Environmental



298 Victoria Street,
Hamilton 3204

barker.co.nz



Kerikeri | Whangārei | Warkworth |
Auckland | **Hamilton** | Cambridge |
Tauranga | Havelock North | Wellington
|
Christchurch | Wānaka & Queenstown

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From: Nathan Sutherland <nsutherland@mpdc.govt.nz>

Sent: Monday, 14 July 2025 4:26 pm

To: Fraser McNutt <FraserM@barker.co.nz>

Cc: Caleb Pearson <CalebP@unitydevelopments.co.nz>

Subject: RE: Ashbourne FT Consent Notices

Hi Fraser

Thanks for the email. I can confirm that we would process a request to cancel any relevant consent notices or easements as provided for by the provisions of the Resource Management Act 1991.

If you need anything further, please do not hesitate to contact me.

Kind regards

Nathan Sutherland

Pou Whakamahere | Planning Manager

Te Kaunihera Ā-rohe o Matamata-Piako | Matamata-Piako District Council

35 Kenrick Street, PO Box 266, Te Aroha 3342

07 884 0060 ext 7750 | mpdc.govt.nz

From: Fraser McNutt <FraserM@barker.co.nz>
Sent: Friday, 11 July 2025 9:52
To: Nathan Sutherland <nsutherland@mpdc.govt.nz>
Cc: Caleb Pearson <CalebP@unitydevelopments.co.nz>
Subject: Ashbourne FT Consent Notices

ATTENTION! This e-mail originates from outside of the council. Do not open attachments or click links unless you are sure this e-mail comes from a known sender and you know the content is safe.

Good Morning Nathan.

Please see above, which constitutes our assessment and context related to our Substantive FT application for Ashbourne.

Our summary is that the relevant consent notices will not have an impact on the ability for a Panel to make decisions on the suite of consent applications which we intend to submit.

Consequentially we intend to provide a pathway for the consent notices to be surrendered on the relevant properties through the s224c process. At this point MPDC will have the certainty that an approved baseline of consents has been established which would, in my opinion warrant the administrative process of surrendering the CNs prior to issuing new titles. This would be a function that MPDC would provide.

What I am seeking, is an indication from you, knowing this context that you would indeed accept and process to a decision the surrendering of the relevant consent notices. The understanding of general compliance with all the other relevant conditions that relate to the s224c would obviously be a factor for MPDC and we acknowledge this.

Are you able to please respond to this email.

Many thanks

Kind regards,

FRASER MCNUTT

Partner/Waikato

Manager (MNZPI)

027 425 3902

FraserM@barker.co.nz

298 Victoria Street,
Hamilton 3204

barker.co.nz

Kerikeri | Whangārei | Warkworth |
Auckland | **Hamilton** | Cambridge |
Tauranga | Havelock North | Wellington
|
Christchurch | Wānaka & Queenstown

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