

	Address	Legal Description	Title	Interests	Area (Hectares)
1	24 Horseshoe Bush Road, Dairy Flat	Lot 1 DP 62568	NA18C/792	Nil	4.0646
2	42 Horseshoe Bush Road, Dairy Flat	Lot 3 DP 466485	623129	Land Covenant in Easement Instrument 6721783.1	1.0000
3	46 Horseshoe Bush Road, Dairy Flat	Lot 2 DP 466485	623128	Land Covenant in Easement Instrument 6721783.1	1.0000
4	48 Horseshoe Bush Road, Dairy Flat	Lot 1 DP 466485	623127	Land Covenant in Easement Instrument 6721783.1	16.4770
5	61 Kahikatea Flat Road, Dairy Flat	Lot 1 DP 354161	221133	Land Covenant in Easement Instrument 6721783.1	4.6543
6	82 Horseshoe Bush Road, Dairy Flat	Lot 2 DP 136612	NA80C/225	Transfer 6040813.1	7.5434
7	77 Kahikatea Flat Road, Dairy Flat	Lot 7 DP 65688	NA22B/795	Nil	4.2391
8	100 Horseshoe Bush Road, Dairy Flat	Lot 2 DP 105762	NA59A/477	Nil	16.2480
9	Lot 1 DP 130668, Horseshoe Bush Road, Dairy Flat	Lot 1 DP 130668	NA76C/379	Nil	15.9080
10	Lot 3 DP 130668, Horseshoe Bush Road, Dairy Flat	Lot 3 DP 130668	NA76C/381	9519890.3 Consent Notice	6.7530
				Total	77.8874



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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **NA18C/792**
Land Registration District **North Auckland**
Date Issued 18 May 1970

Prior References
NA913/184

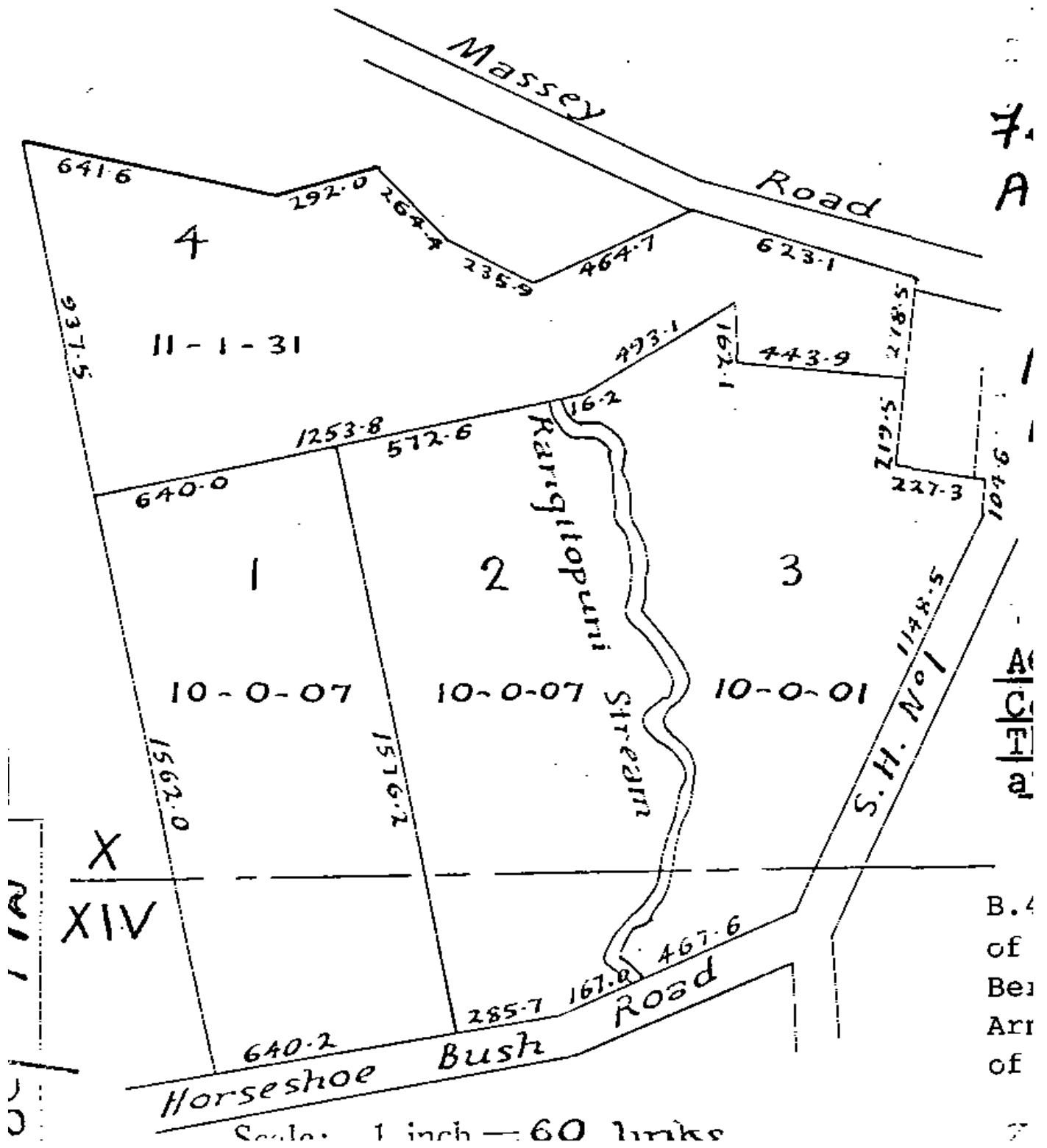
Estate Fee Simple
Area 4.0646 hectares more or less
Legal Description Lot 1 Deposited Plan 62568

Registered Owners

Ann Marie Neilson, Mark William Neilson and SWL Trustee Company (2018) Limited as to a 1/2 share
Ann Marie Neilson, Mark William Neilson and SWL Trustee Company (2018) Limited as to a 1/2 share

Interests

9066756.3 Mortgage to ANZ National Bank Limited - 18.5.2012 at 2:36 pm





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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **623129**
Land Registration District **North Auckland**
Date Issued 30 September 2013

Prior References

221134 NA80C/227

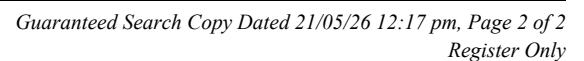
Estate Fee Simple
Area 1.0000 hectares more or less
Legal Description Lot 3 Deposited Plan 466485

Registered Owners

Grant Mervyn Good and Phillip Gerard Holt

Interests

Land Covenant in Easement Instrument 6721783.1 - 19.1.2006 at 9:00 am (Affects part formerly Lot 2 DP 354161)
9519890.9 Mortgage to Kiwibank Limited - 30.9.2013 at 5:14 pm





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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **623128**
Land Registration District **North Auckland**
Date Issued 30 September 2013

Prior References

221134 NA80C/227

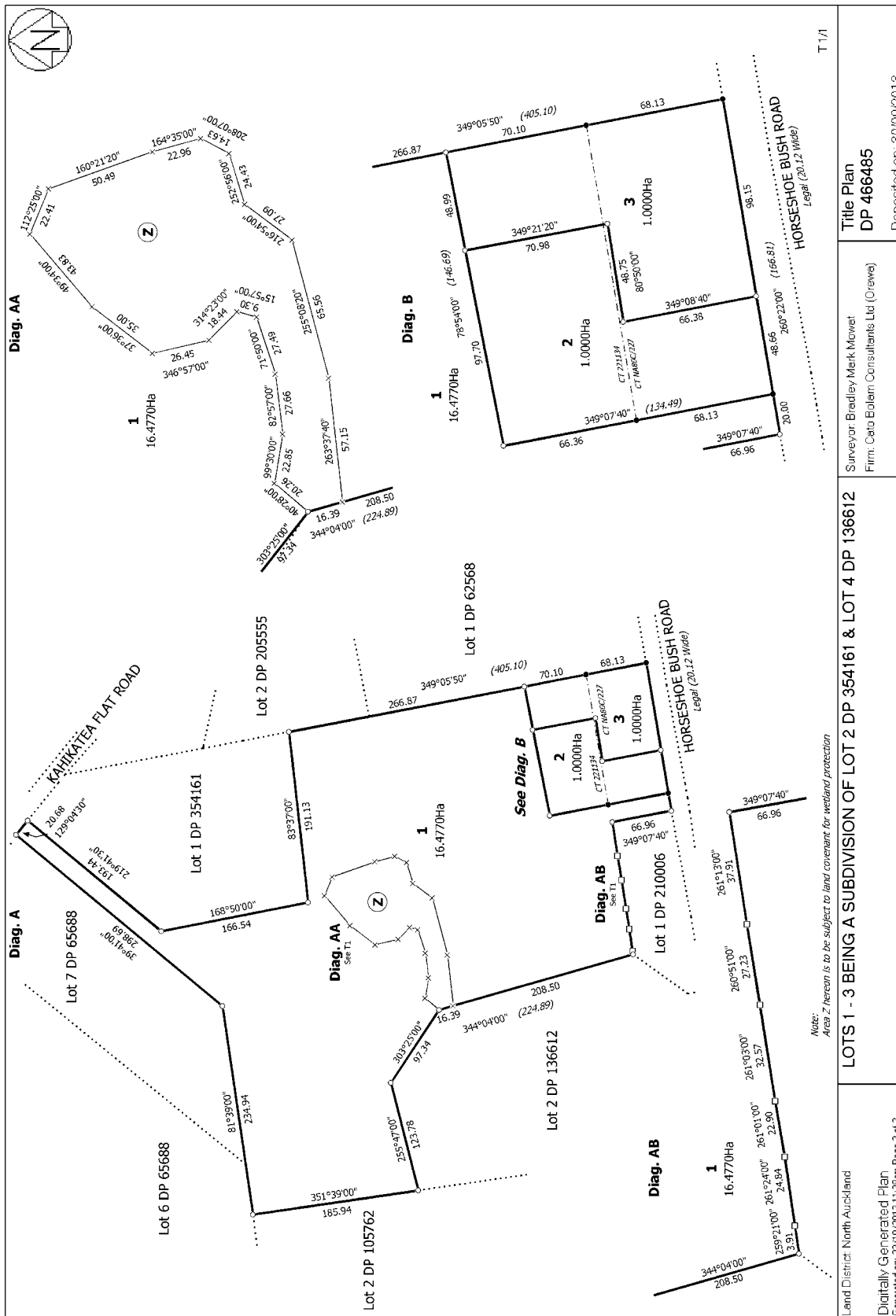
Estate Fee Simple
Area 1.0000 hectares more or less
Legal Description Lot 2 Deposited Plan 466485

Registered Owners

Damian James Crampton and Joanne Louise Crampton as to a 7/8 share
Damian James Crampton and Julie Anne Milliken as to a 1/8 share

Interests

Land Covenant in Easement Instrument 6721783.1 - 19.1.2006 at 9:00 am (Affects part formerly Lot 2 DP 354161)
11416551.3 Mortgage to ASB Bank Limited - 24.2.2020 at 11:19 am





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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

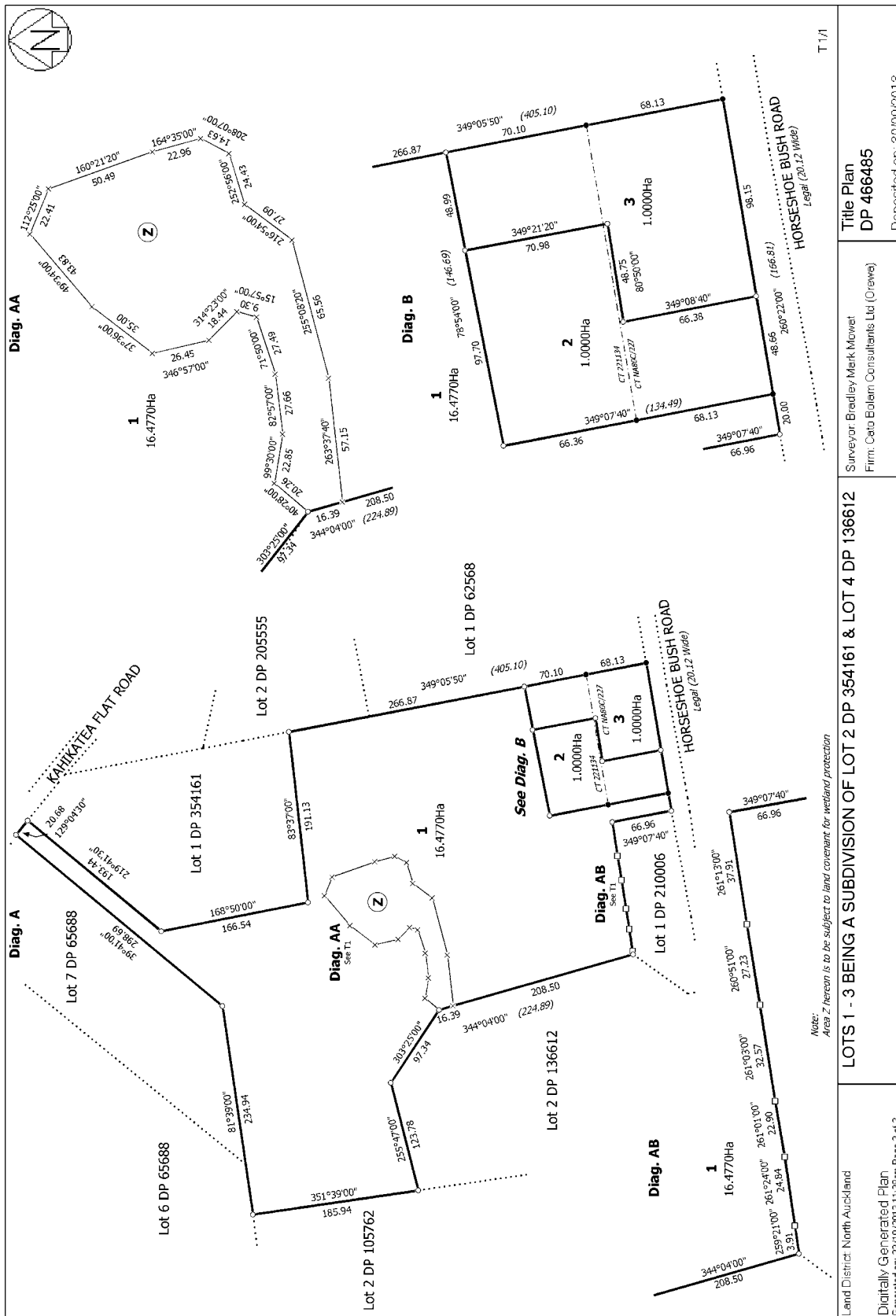
Identifier **623127**
Land Registration District **North Auckland**
Date Issued 30 September 2013

Prior References
221134

Estate Fee Simple
Area 16.4770 hectares more or less
Legal Description Lot 1 Deposited Plan 466485
Registered Owners
David Murray Taylor and Candace Selena Taylor

Interests

Land Covenant in Easement Instrument 6721783.1 - 19.1.2006 at 9:00 am
9519890.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 30.9.2013 at 5:14 pm
9519890.8 Mortgage to ASB Bank Limited - 30.9.2013 at 5:14 pm
Subject to a right (in gross) to convey electricity over part marked A on DP 473221 in favour of Vector Limited created by
Easement Instrument 10568381.1 - 20.2.2017 at 4:28 pm





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **221133**
Land Registration District **North Auckland**
Date Issued 10 November 2005

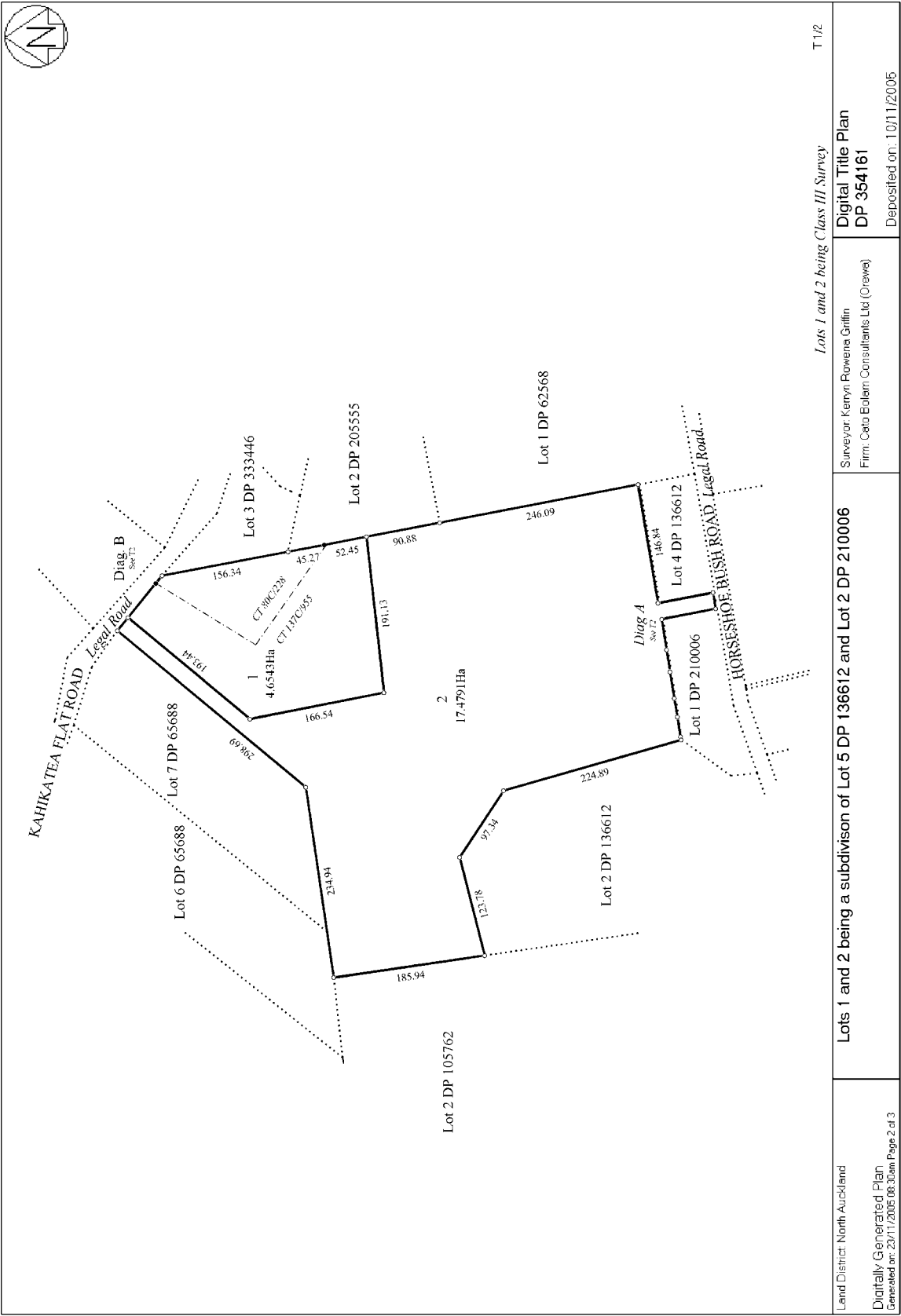
Prior References

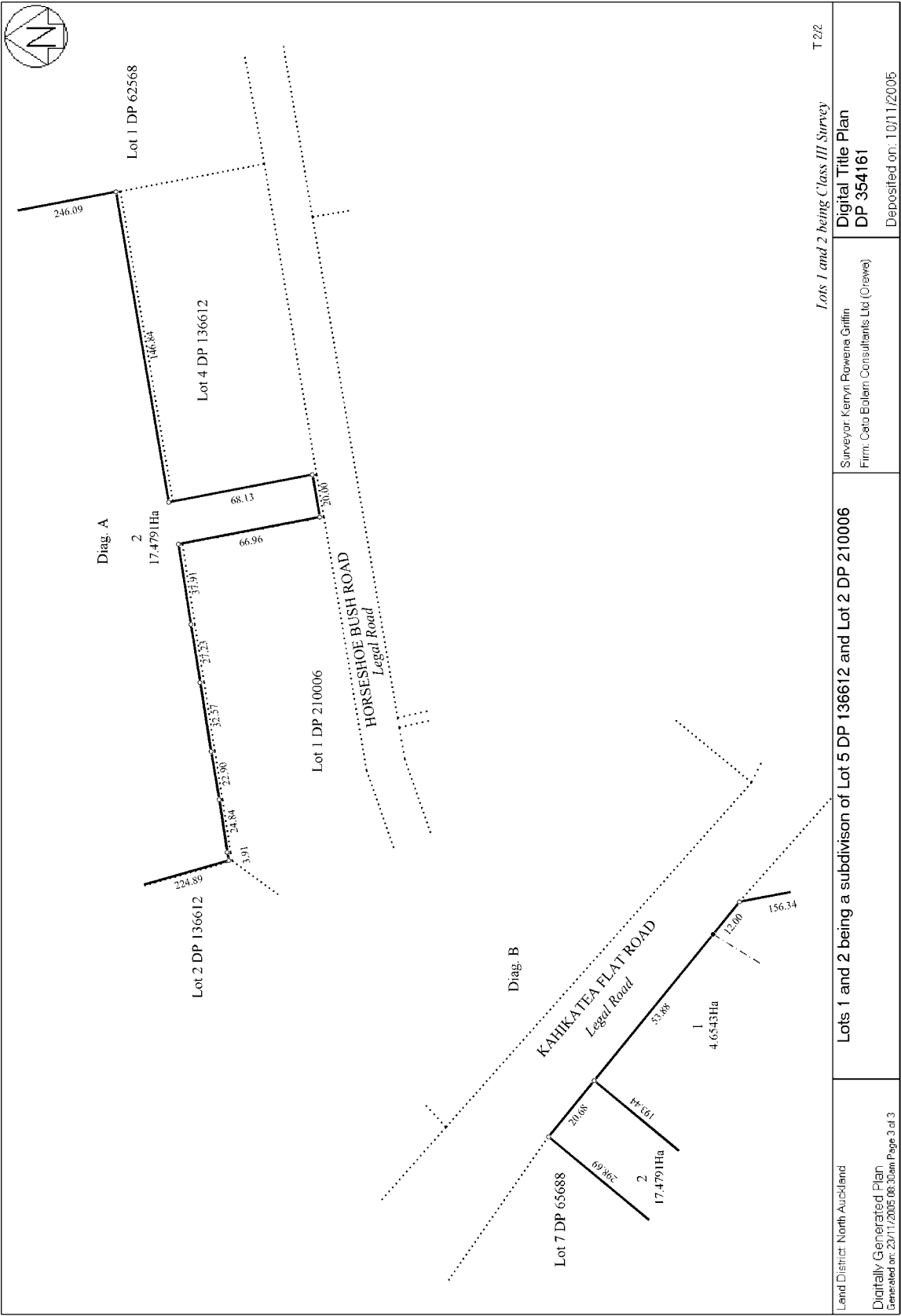
NA137C/955 NA80C/228

Estate Fee Simple
Area 4.6543 hectares more or less
Legal Description Lot 1 Deposited Plan 354161
Registered Owners
BBF Trustee Co Limited

Interests

Land Covenant in Easement Instrument 6721783.1 - 19.1.2006 at 9:00 am







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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R. W. Muir
Registrar-General
of Land

Identifier NA80C/225
Land Registration District North Auckland
Date Issued 10 May 1990

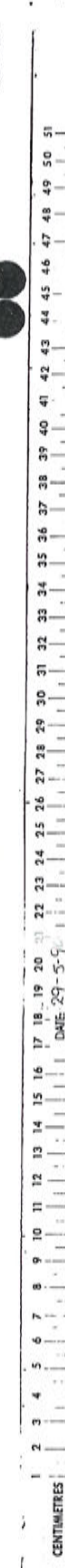
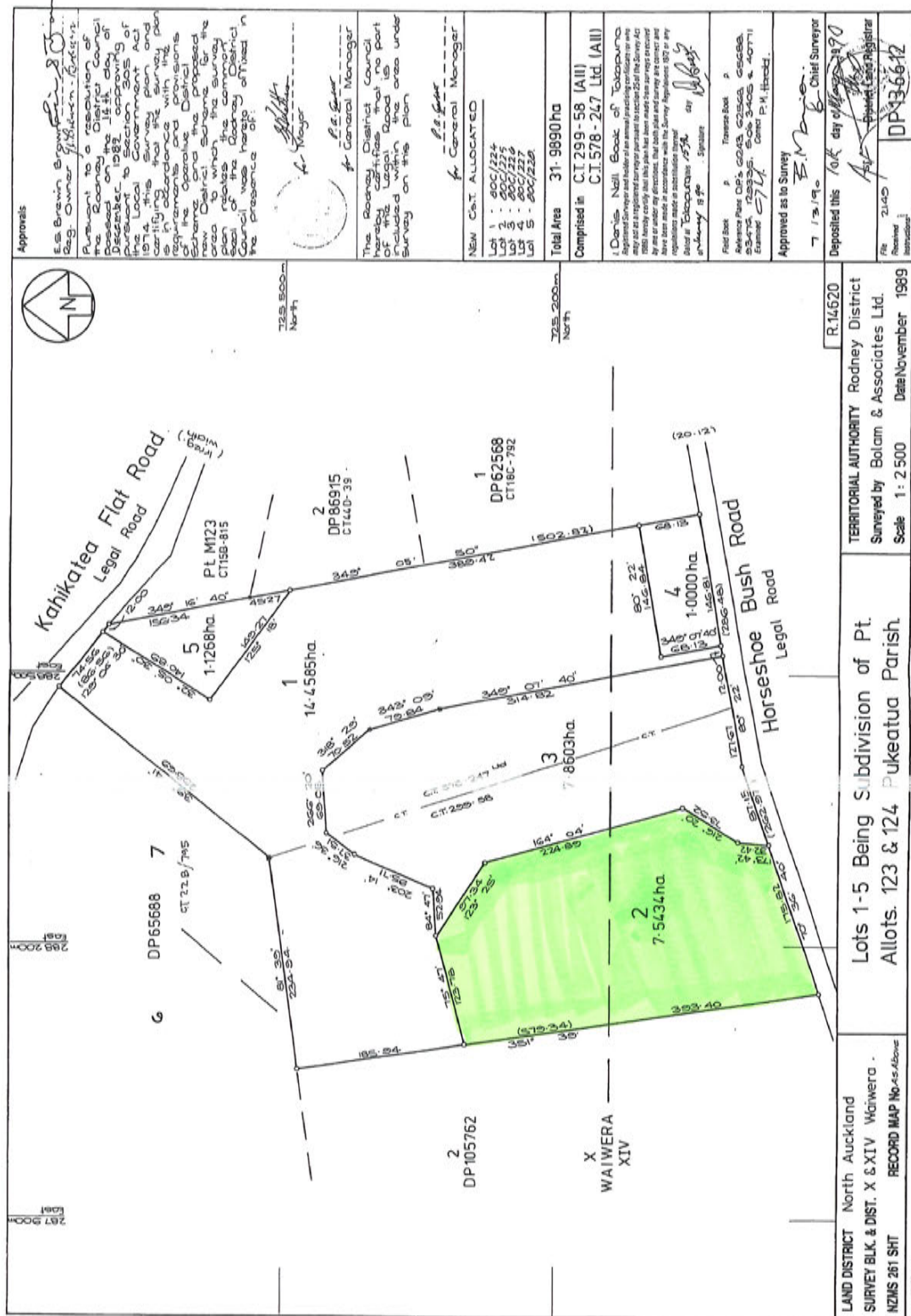
Prior References
NA299/58

Estate Fee Simple
Area 7.5434 hectares more or less
Legal Description Lot 2 Deposited Plan 136612

Registered Owners
Stuart Alfred Woolford and Murray Gordon Wells

Interests

Subject to a right to emit or discharge odour onto air created by Transfer 6040813.1 - 14.6.2004 at 9:00 am





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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier NA59A/477
Land Registration District North Auckland
Date Issued 30 July 1985

Prior References

NA49D/1224 NA49D/1225

Estate Fee Simple
Area 16.2480 hectares more or less
Legal Description Lot 2 Deposited Plan 105762

Registered Owners

John William Woolford and Shona Dorothy Woolford

Interests

Guaranteed Search Copy Dated 18/05/26 12:25 pm, Page 2 of 2
Register Only

"Lot 1"



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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R. W. Muir
Registrar-General
of Land

Identifier **NA76C/379**
Land Registration District **North Auckland**
Date Issued 08 May 1989

Prior References
NA59A/476

Estate Fee Simple
Area 15.9080 hectares more or less
Legal Description Lot 1 Deposited Plan 130668
Registered Owners
John William Woolford

Interests



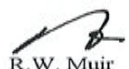
"LA 3"



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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **NA76C/381**
Land Registration District **North Auckland**
Date Issued 08 May 1989

Prior References
NA59A/476

Estate Fee Simple
Area 6.7530 hectares more or less
Legal Description Lot 3 Deposited Plan 130668
Registered Owners
John William Woolford

Interests



Approved by Registrar-General of Land under No. 2002/1026

Transfer instrument
Section 90, Land Transfer Act 1952



E 6040813.1 Grant of Ea

Cpy - 01/04, Pgs - 003, 14/06/04, 00:26



DocID: 311458801

Land registration district

NORTH AUCKLAND

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

NA80C/225

ALL

Transferor

Surname(s) must be underlined or in CAPITALS.

WASTE MANAGEMENT N.Z. LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

WASTE MANAGEMENT N.Z. LIMITED

Estate or interest to be transferred, or easement(s) or *profit(s) à prendre* to be created
State if fencing covenant imposed.

Easement for the rights to emit or discharge odour into air as described in the Annexure Schedule

Operative clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or *profit à prendre* is described above, that easement or *profit à prendre* is granted or created.

Dated this 3rd day of June 2004

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

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

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

[Solicitor for] the Transferee

Annexure Schedule



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

Transfer

Dated

3 June

Page

1

of

1

pages

(Continue in additional Annexure Schedule, if required.)

CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

**GRANT OF RIGHT TO EMIT OR DISCHARGE ODOUR FROM THE
LANDFILL INTO THE AIR**

Grant of Easement

The Transferor transfers and grants to the Transferee to be appurtenant to the said land until 29 August 2023 in relation to the Landfill operated on the land, an Easement for the right to emit or discharge odour into the air from the land at all times, where those emissions or discharges arise from the use of the land for the purpose of development, landfilling and ancillary purposes such as the storage, transfer, treatment or disposal of waste material, or for other waste management purposes or for composting organic material (notwithstanding the fact that such emission or discharge may not (absent this Easement) be expressly allowed by law) on to or over the land.

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.



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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**



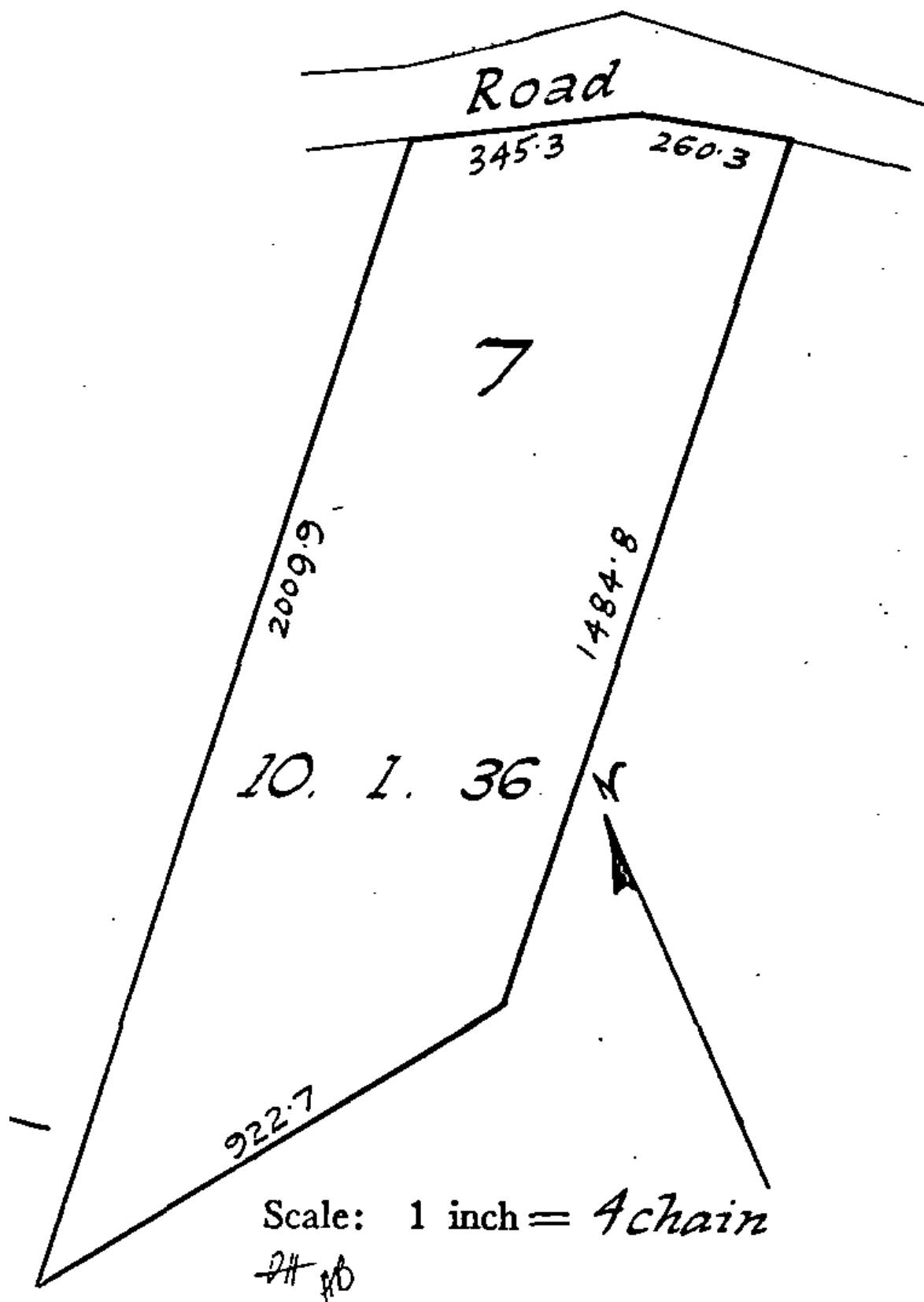

R.W. Muir
Registrar-General
of Land

Identifier **NA22B/795**
Land Registration District **North Auckland**
Date Issued 20 April 1972

Prior References
NA578/240

Estate Fee Simple
Area 4.2391 hectares more or less
Legal Description Lot 7 Deposited Plan 65688
Registered Owners
Chen Peng

Interests
12430704.3 Mortgage to Westpac New Zealand Limited - 28.4.2022 at 4:35 pm





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **NA59A/477**
Land Registration District **North Auckland**
Date Issued 30 July 1985

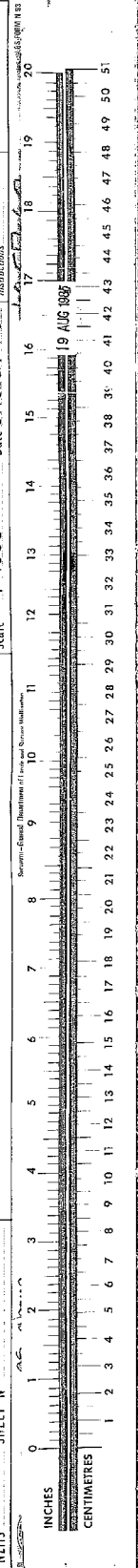
Prior References

NA49D/1224 NA49D/1225

Estate Fee Simple
Area 16.2480 hectares more or less
Legal Description Lot 2 Deposited Plan 105762
Registered Owners
John William Woolford and Shona Dorothy Woolford

Interests

Registered Proprietor: Pursuant to a resolution of the Rodney County Council passed on the 30th day of JANUARY 1985 approving pursuant to Section 305 of the Local Government Act 1974 this survey plan and certifying that the plan is in accordance with the requirements and provisions of the operative District Schemes in force for the area to which the survey plan relates at the date of approval of the scheme plan. The common seal of the Rodney County Council was affixed hereto in the presence of:		County Chairman: <i>[Signature]</i> County Manager: <i>[Signature]</i>	
New CoT Allocated: Lot 1 - 59A/475 Lot 2 - 59A/477		Datum: Old Cadastral Mt. Eden Circuit Coordinates Origin : Mt. Eden 3000000 mE	
Total Area: 52.0111 ha Comprised in All CoT: 450/1224, 450/1225		Field Book: <i>[Signature]</i> Reference Plans: OP 93476 Examined: <i>[Signature]</i> Approved as to Survey: <i>[Signature]</i> Chief Surveyor: <i>[Signature]</i> Deposited this 30th day of July 1985	
File No. 1052 Registered: 22 FEB 1985 Instructions: DP 105762		LOCAL AUTHORITY: RODNEY COUNTY Surveyed by: D.F. McKay & Associates Date: OCTOBER 1984 Scale: 1:4000	





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



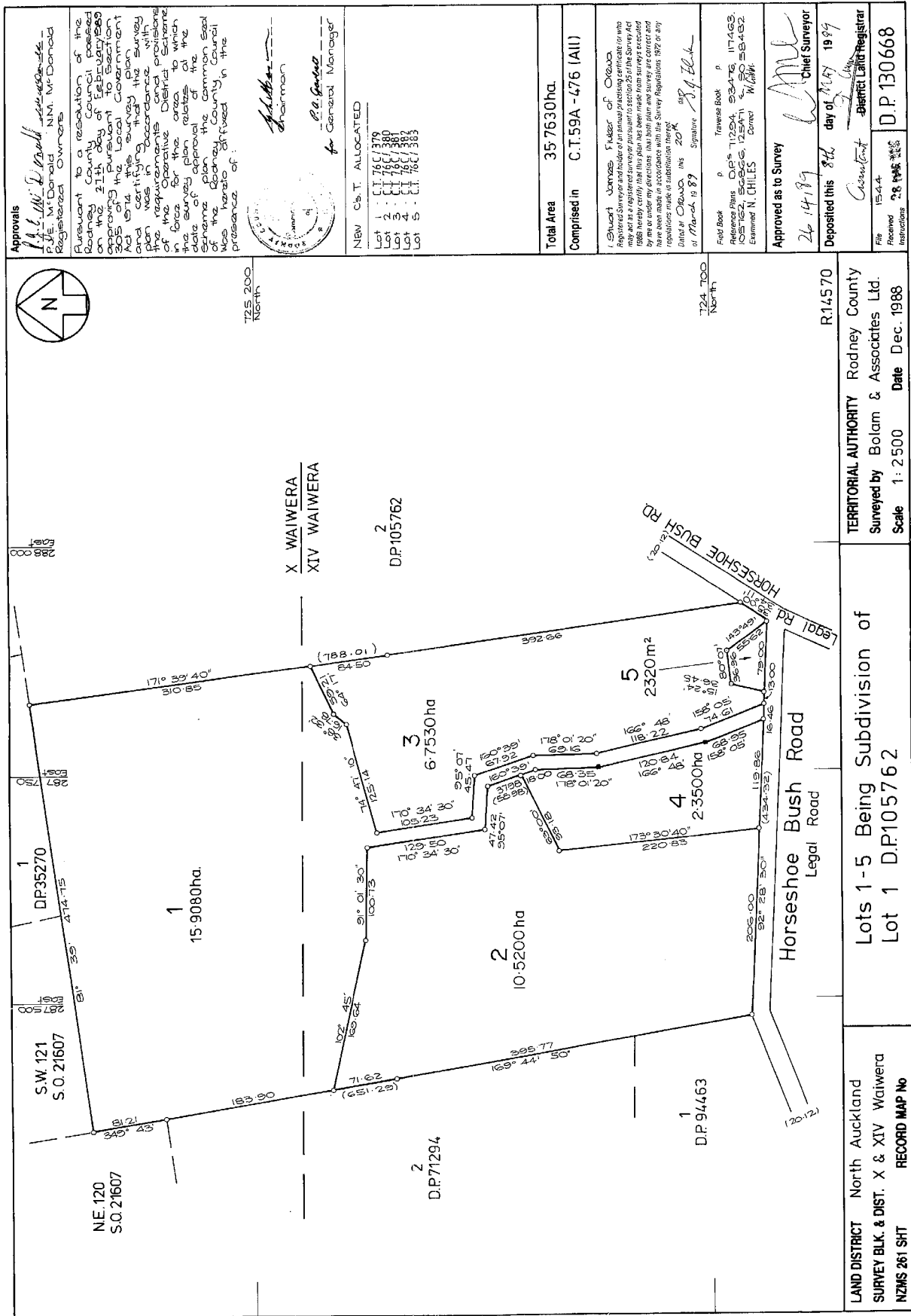

R.W. Muir
Registrar-General
of Land

Identifier **NA76C/379**
Land Registration District **North Auckland**
Date Issued 08 May 1989

Prior References
NA59A/476

Estate Fee Simple
Area 15.9080 hectares more or less
Legal Description Lot 1 Deposited Plan 130668
Registered Owners
John William Woolford

Interests





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



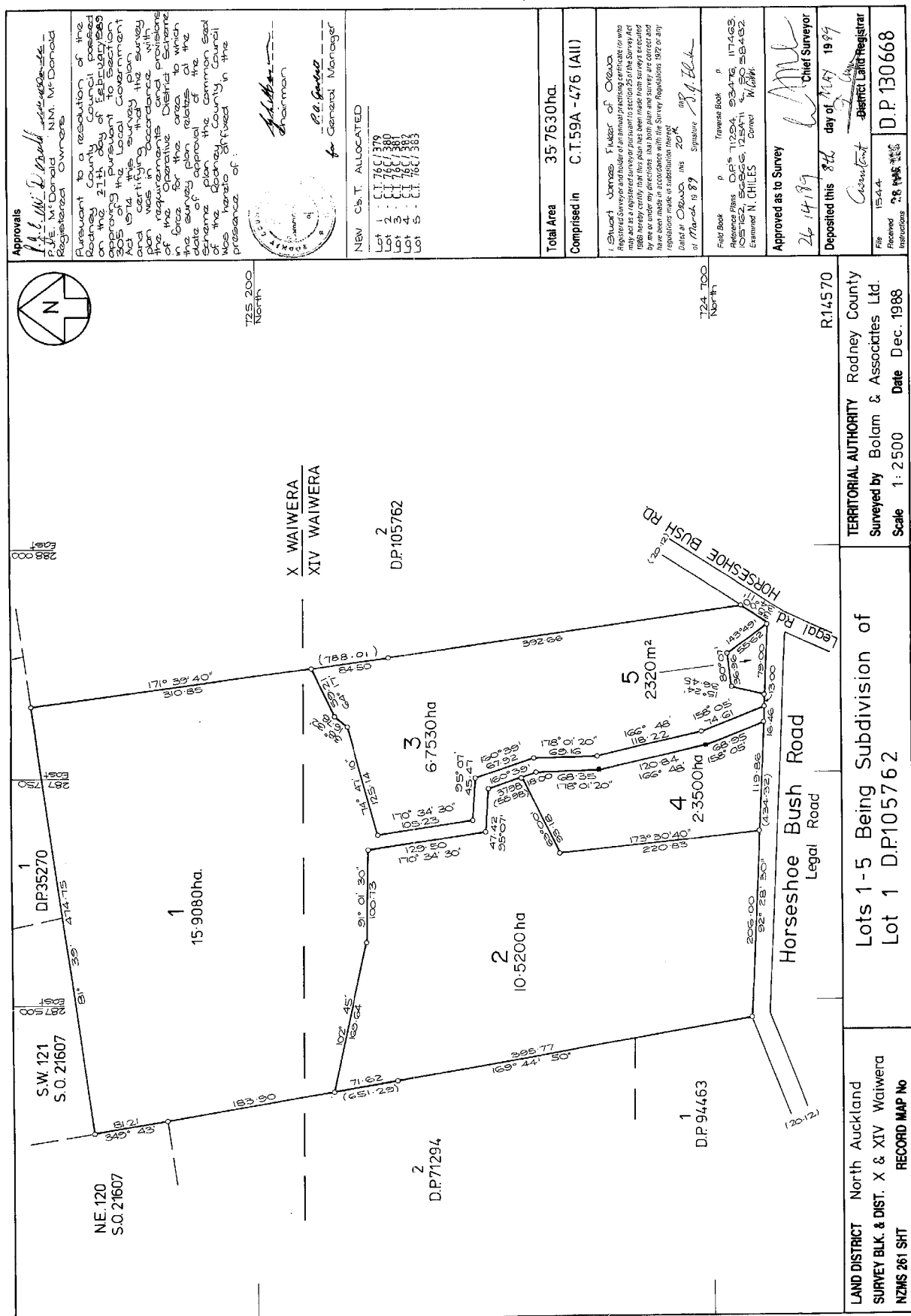

R.W. Muir
Registrar-General
of Land

Identifier **NA76C/381**
Land Registration District **North Auckland**
Date Issued 08 May 1989

Prior References
NA59A/476

Estate Fee Simple
Area 6.7530 hectares more or less
Legal Description Lot 3 Deposited Plan 130668
Registered Owners
John William Woolford

Interests



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 6721783.1 Easemen

Land registration district

NORTH AUCKLAND



Cpy - 01/04, Pgs - 007, 18/01/08, 13:12



DocID: 312291268

Grantor

Surname(s) must be underlined or in CAPITALS.

Eric Selwyn BREWIN-BROWN, Josephine Verna BREWIN-BROWN, Shelley Kay BREWIN-BROWN and MGI WILSON ELIOTT TRUSTEE COMPANY LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

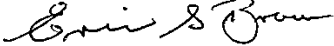
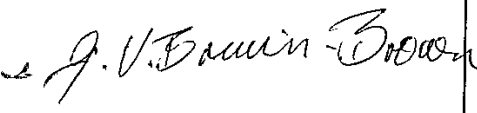
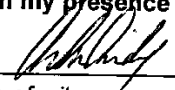
Eric Selwyn BREWIN-BROWN and Josephine Verna BREWIN-BROWN

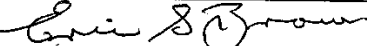
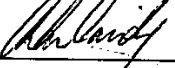
Grant* of easement or profit à prendre or creation or covenant

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).

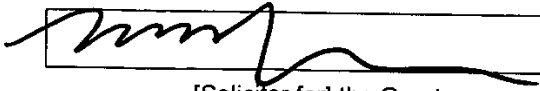
Dated this 30th day of November 2005

Attestation

 	Signed in my presence by the Grantor
	 Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>Andrew Cassidy</u>
	Occupation <u>Builder</u>
Signature [common seal] of Grantor	Address <u>14/3 Riverside Rd, Oreroa</u>

 	Signed in my presence by the Grantee
	 Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>Andrew Cassidy</u>
	Occupation <u>Builder</u>
Signature [common seal] of Grantee	Address <u>14/3 Riverside Rd, Oreroa</u>

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



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

Easement

Dated

Page 1 of 1 pages

(Continue in additional Annexure Schedule, if required.)

THE GRANTOR is the registered proprietor of Lot 2 DP 354161 ("the Servient Tenement") and the Grantee is the registered proprietor of Lot 1 DP 354161 ("the Dominant Tenement").

AND WHEREAS it is the Grantor's intention that the Servient Tenement be subject to a land covenant applicable to and for the benefit of the Dominant Tenement and that the owner or occupier for the time being of the Dominant Tenement shall be bound by the stipulations and restrictions set out in the First Schedule hereto and that the respective owners and occupiers for the time being of the Dominant Tenement may be able to enforce the observance of such stipulations and restrictions against the owners or occupiers for the time being of the Servient Tenement in equity or otherwise howsoever.

THE GRANTOR so as to bind the Servient Tenement and for the benefit of the Dominant Tenement hereto **DOTH HEREBY COVENANT AND AGREE** with the Grantee for the benefit of the Dominant Tenement that the Grantor will henceforth and at all times hereinafter observe and perform all the stipulations and restrictions contained in the First Schedule hereto **TO THE END AND INTENT** that each of the said stipulations and restrictions shall forever enure for the benefit of the Dominant Tenement.

FIRST SCHEDULE

The Grantor:

- (a) Not use the said land for the following purposes:
 - (i) A commercial piggery
 - (ii) A commercial poultry farm
 - (iii) Commercial dog kennels
 - (iv) Commercial or business activities generating sprays and/or noise

AND IF there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Grantor may have to any person having the benefit of these covenants then the Grantor will on demand by the Grantee or any of the registered proprietors of the Servient Tenement:

- (a) Pay to the person making such demand as liquidated damages the sum of \$10,000.00 or a sum equal to the damage suffered as a result of the breach or non-observance of the foregoing covenants or any of them whichever is the greater; and
- (b) Cease any operation in breach of the foregoing covenants; and
- (c) Remove or cause to be removed from the said land any building used or erected in breach or non-observance of the said restrictive covenants.

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: JAC, JUB-F, G3, RM, and others]

Annexure Schedule



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

Easement

Dated

30-11-05

Page

1

of

1

pages

(Continue in additional Annexure Schedule, if required.)

EXECUTED by SHELLEY KAY BREWIN-
BROWN in the presence of:

WITNESS:
Signature:

Andrew Cassidy

SKB-Brown

Print Name legibly:

Andrew Cassidy

Occupation:

Builder

Address:

14/3 Riverside Rd. Orewa.

EXECUTED for and on behalf of MGI
WILSON ELLIOTT TRUSTEE COMPANY
LIMITED by its directors:

M. Wilson
[Signature]

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.

JA Ac *SKB-B* *83* *SKB-B* *7* *Rm*

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement

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.)

ASB BANK LIMITED

As Mortgagee under Mortgage 6643911.7

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 within Easement Instrument

Dated this 22nd day of December 2005

Attestation

<i>Mary Magdaline McCormick</i> SIGNED by ASB BANK LIMITED by its Attorney MARY MAGDALINE MCCORMICK in the presence of: Witness: <i>Robyn Marshall</i> Bank Officer <u>ROBYN MARSHALL</u> AUCKLAND	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.

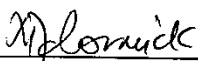
ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Mary Magdaline McCormick of Auckland, New Zealand, hereby certify:

1. THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of
Manager Security Alterations and Settlements, Lending Services, with
ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or
information of the revocation of that appointment by the winding up of
the said company or otherwise.



Mary Magdaline McCormick

SIGNED at Auckland this 22nd day of December 2005

Landonline User ID: **LAWFACTORLAW**

LODGING FIRM: **LAWFACTOR LIMITED**

Address:

18 / 01 / 06 (1)

Uplifting Box Number:

83

ASSOCIATED FIRM:

SZIGETVARY LAW

Client Code / Ref:

SBR 2/2

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

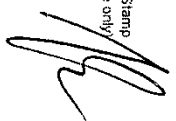
Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)



EI 6721783.1 Easemen

Copy - 02/04, Pgs - 007, 18/01/06, 13-12

Copies
(Inc. original)
DocID: 312291268

Plan Number Pre-Allocated or
to be Deposited:

Rejected Dealing Number:

Other (state)

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	221133, 221134	EI	BREWIN-BROWN & ORS TO BREWIN-BROWN & OR	50.00	1	\$2					\$52.00
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Original Signatures? _____

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Less Fees paid on Dealing #

Cash/Cheque enclosed for

Subtotal (for this page)

Total for this dealing

\$52.00

\$52.00



View Instrument Details

Instrument No	9519890.3
Status	Registered
Date & Time Lodged	30 September 2013 17:14
Lodged By	Hockly, Michael John
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
221134	North Auckland
NA80C/227	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Richard Worker as Territorial Authority Representative on 27/09/2013 09:55 AM

*** End of Report ***

IN THE MATTER

of a Plan lodged for
Deposit under
Number 466485

Pursuant to Section 221 of the Resource Management Act 1991 THE AUCKLAND COUNCIL HEREBY GIVES NOTICE that its subdivision consent given in respect of the land in the Second Schedule as shown on Land Transfer Plan 466485 is conditional inter alia upon the compliance on a continuing basis by the Subdivider and the subsequent owners of the land in the Third Schedule hereto with the conditions set forth in the First Schedule hereto.

FIRST SCHEDULE

wetland and buffer protection The wetland area to be protected within Lot 1 (Area Z) shall be protected in perpetuity to the satisfaction of the Consents Manager:

The owners or their successors in title for the time being, of the above lots:

- i. Shall preserve the native / exotic vegetation, wildlife habitats and the natural landscape within the protected bush, riparian and/or wetland areas; and
- ii. Shall maintain stock crossings and/or fish passage(s) in accordance with any easement(s) through the covenant areas; and
- iii. Shall not (without the prior written consent of the Council and then only in strict compliance with any conditions imposed by the Council) cut down, damage or destroy, or permit the cutting down, damage or destruction of the vegetation or wildlife habitats within the protected areas; and
- iv. Shall not do anything that would prejudice the health or ecological value of the protected areas, its long term viability and/or sustainability; and
- v. Shall control all invasive plants and animal pests within the protected areas, with particular reference being given to the approved weed and pest control plan; and
- vi. Shall exclude all livestock from the covenanted area and maintain a stock-proof fence as approved by the Council around the perimeter of the protected areas.

The owners shall be deemed not to be in breach of this covenant if any of the protected vegetation dies from natural fire and/or natural causes not attributable to any act or default by or on behalf of the owners and for which the owners are not responsible.

Note: Failure to comply with this condition may result in enforcement action being taken by the Council under the Resource Management Act 1991 to ensure full compliance and the continuing protection of the covenant area.

Note: Copies of the approved weed and animal pest control plan shall be held at the offices of the Auckland Council.

Note: A list of all current pest plants and animals can be found in the Auckland Regional Pest Management Strategy (ARPMS), available from the Council, which includes all plants identified in the National Pest Plant Accord (MAF)

Note: Any activity pertaining to maintenance of covenant areas, including any required or ancillary structure(s), i.e. culvert or fish passage, may require lodgement for Resource Consent.

Advice Note Where significant weed and animal populations persist, the consent holder may wish to consider Local Landcare Groups, or the employment of a professional contractor to assist with the ongoing management of the protected area.

telecommunications and power- Lot 1 The owners of Lot 1 are advised that no physical telecommunications or power connections have been provided to Lot 1 and if such services are required, the full cost of providing these services will be met by the owners for the time being. This cost may include the installation of equipment to the utility providers and Council requirements and any growth or other applicable charges.

monitoring The respective owners of Lot 1 shall pay to the Council the fair and reasonable costs incurred by the Council in monitoring ongoing conditions of consent as they apply to the Lots at not less than two-yearly intervals, unless required otherwise by a legitimate complaint. The respective owners will be advised of the costs, assessed under the Council's Schedule of Fees and Charges, as they fall due.

SECOND SCHEDULE

An estate in fee simple being Lot 2 DP 354161 & Lot 4 DP 136612 comprised in Certificate of Title NA80C/227 & 221134

THIRD SCHEDULE

Lot 1 DP 466485 totalling 16.4770 hectares in area.

DATED this 12th day of September 2013

SIGNED for and on behalf of
the AUCKLAND COUNCIL



Authorised Officer

RESOURCE CONSENT R59955

View Instrument Details



Instrument No 10568381.1
Status Registered
Date & Time Lodged 20 February 2017 16:28
Lodged By Dewson, Shona Joyce
Instrument Type Easement Instrument



Affected Computer Registers **Land District**
623127 North Auckland

Annexure Schedule: Contains 7 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 9519890.8 has consented to this transaction and I hold that consent ☒

Signature

Signed by George Peter Knapp as Grantor Representative on 26/01/2017 03:44 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 Emily Rebecca Peacocke as Grantee Representative on 17/02/2017 08:43 AM

*** End of Report ***

Instrument to grant easement ("easement")

(Sections 90A and 90F Land Transfer Act 1952)

Grantor**David Murray Taylor and Candace Selena Taylor****Grantee****Vector Limited****Grant of Easement**

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) set out in Schedule A, with the rights and powers or provisions set out in the Annex (s)

Schedule A*Continue in additional Annex, if required*

Purpose (Nature and extent) of easement	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Convey Electricity	A on DP 473221	Lot 1 DP 466485 CFR 623127	In Gross

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

The rights and powers implied in specified classes of easement under the Land Transfer Regulations 2002 shall not apply and are substituted by the provisions set out in the Annex.

Presence of Accommodation (select as applicable):There is no Accommodation ☐The Accommodation is owned by the Landowner ☐The Accommodation is owned by the Network Operator ☒

Annex

Page 1 of 4

*Insert instrument type***Easement Instrument to grant easement***(Continue in additional Annex, if required)***1. DEFINITIONS**

In this easement unless the context otherwise requires:

- (a) "Accommodation" means that building or other structure (if any) enclosing, supporting and/or surrounding the Substation (if any) from time to time including the foundation, floor, pole, walls or enclosure, canopy, ceiling, lighting, plug socket outlets, cable ducts, access doors or other provision for entry and exit of the Substation.
- (b) "Building" means the building or other improvements situated on the Land.
- (c) "Easement Land" means those parts of the Land specifically marked on the Plan and referred to in Schedule A of this easement.
- (d) "Emergency Situation" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity, gas or telecommunications and computer media.
- (e) "Equipment" includes the Substation and all pipes, ducting, cables (including fibre optic cables), meters and load management devices and conducting media, transformers, gas measurement systems, distribution systems and fittings (as defined in the Gas Act 1992) and all other equipment (owned by the Network Operator) which is situated on, in, over or under the Easement Land or which the Network Operator requires to place on, in, over or under the Easement Land to carry out the Permitted Uses.
- (f) "HSW Act" means the Health and Safety at Work Act 2015, any regulations under that Act, and any other approved codes of practice, standards or rules relating to health and safety.
- (g) "Land" means the servient tenement referred to in Schedule A of this easement.
- (h) "Landowner" means the Grantor under this easement, being initially the party specified as the Grantor on the first page of this easement of this easement.
- (i) "Network Operator" means the Grantee under this easement, being initially the party specified as the Grantee on the first page of this easement.
- (j) "Permitted Uses" means the purpose specified in Schedule A, being either the conveyance of electricity and/or gas and/or the conveyance of telecommunications and computer media in each case, for the benefit of the Land and any other land, and for any other purpose reasonably required by the Network Operator.
- (k) "Plan" is the deposited plan referred to in Schedule A of this easement.
- (l) "Rights" are the full, free, uninterrupted and unrestricted ability and licence (as reasonably required by the Network Operator) at all times to go on, over and under the Land and have access to and through the Building (if any) to enter the Easement Land with or without vehicles, tools or machinery to undertake Works and use the Equipment.
- (m) "Substation" means the distribution substation and/or transformer and/or switching equipment (if any) installed from time to time on the Easement Land.
- (n) "Working Day" means any day other than a Saturday, Sunday or statutory public holiday at the place where the Land is situated.
- (o) "Works" means any works (including but not limited to excavating trenches in which the Equipment will be placed and any other construction, maintenance, inspection, repair, upgrading and replacement works), required to be undertaken by the Network Operator in order that it may use the Easement Land for the Permitted Uses.
- (p) Headings are included for convenience only and do not affect the interpretation of this easement.
- (q) Words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.

Annex

Page 2 of 4

*Insert instrument type***Easement Instrument to grant easement***(Continue in additional Annex, if required)*

- (r) Reference to the Network Operator and Landowner is deemed to be a reference also to the Network Operator's and Landowner's employees, workmen, engineers and agents unless the context requires otherwise and, in the case of the Network Operator, to any person nominated by the Network Operator in accordance with clause 9.
- (s) Reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.
- (t) References to a party includes reference to that party's executors, administrators, successors in title and assigns.

2. GRANT

- 2.1 The Landowner grants and the Network Operator accepts the grant of this easement in gross to use the Easement Land for the Permitted Uses together with the right to exercise the Rights for all time.
- 2.2 The Landowner agrees that no power is implied for the Landowner to terminate this easement for any breach of its provisions (expressed or implied) or for any other cause, the intention being that this easement shall continue until surrendered.

3. NETWORK OPERATOR'S OBLIGATIONS

- 3.1 The Network Operator shall:
 - (a) In undertaking any Works cause as little damage as possible to the Land and Building and as little inconvenience as possible to the Landowner and/or the Landowner's tenants, licensees and other persons who have the right to use the Land and the Building; and
 - (b) following it undertaking any Works, in a good and workmanlike manner fill in any opening in the surface of the Land as soon as possible after the Works have been completed and restore the surface of the Land as nearly as possible to its former condition (unless otherwise agreed) and make good any damage to the Building caused through the undertaking of the Works.
- 3.2 The Network Operator shall provide the Landowner and/or the occupier for the time being of the Land, at least five (5) Working Days' notice prior to exercising the Rights except:
 - (a) in an Emergency Situation; or
 - (b) when operating or inspecting the Equipment or carrying out Works of a minor nature (that have come to the attention of the Network Operator in the course of such inspection or operation).

4. LANDOWNER'S OBLIGATIONS

- 4.1 The Landowner shall not (and shall not allow any other person to), without the prior written consent of the Network Operator:
 - (a) place or allow to be placed any further improvements or fencing or other erections, or allow any further trees or shrubs to grow on the Easement Land other than improvements, fences, erections, trees or shrubs in place as at the date of this easement or replacements for those improvements, fences, erections, trees or shrubs;
 - (b) carry out any act on the Land that interferes with or affects the Permitted Uses or the exercise by the Network Operator of the Rights. In particular, the Landowner shall, at its own cost, at all times keep an access route over the Land to the Easement Land clear and in good condition and promptly carry out any reinstatement works which become necessary from time to time;
 - (c) interfere with or cause any damage to be done to the Equipment;
 - (d) grant any rights over the Easement Land to any party other than the Network Operator except the easements referred to in the Memorandum and/or Schedule of Easements submitted to Land Information New Zealand with the Plan; or
 - (e) permit to be done any act on the Land that interferes with the Network Operator's:
 - (i) access to the Substation (if any) including personnel and Equipment access;
 - (ii) ventilation of the Substation and/or Accommodation (if any);
 - (iii) fire-rating of the Substation and/or Accommodation (if any); or
- 4.2 If the Landowner breaches any of its obligations contained in this clause 4 the Network Operator may remedy any such breach and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

Annex

Page 3 of 4

*Insert instrument type***Easement Instrument to grant easement***(Continue in additional Annex, if required)***5. MAINTENANCE**

The Network Operator shall, at its cost, keep the Equipment in good and substantial repair and shall be liable to the Landowner for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Equipment to the extent (but not greater than) specified in:

- (a) the Network Operator's then standard terms and conditions for the supply of distribution services as published and publicly notified on the Network Operator's official website from time to time (if applicable);
- (b) the direct agreement for the supply of distribution services between the Network Operator and the Landowner (if applicable); or
- (c) the Landowner's energy supply agreement with its retailer (to the extent the terms of such agreement are enforceable against the Landowner by the Network Operator).

6. HEALTH AND SAFETY

6.1 The Network Operator shall, while undertaking any Works, do so in accordance with its health and safety obligations and all applicable health and safety legislation and regulations. In particular, the Network Operator shall:

- (a) comply with the HSW Act;
- (b) ensure, so far as is reasonably practicable, the health and safety of its workers and those who are influenced or directed by it while carrying out work for it;
- (c) ensure the health and safety of other persons is not put at risk from work carried out by the Network Operator; and
- (d) ensure, so far as is reasonably practicable, that the way in which any Equipment is installed is without risks to the health and safety of any persons who:
 - (i) use or install such Equipment; or
 - (ii) are at or in the vicinity of the Landowner's workplace and may be affected by that use or activity.

6.2 Where the Landowner conducts a business or undertaking, the Landowner shall:

- (a) comply with the HSW Act;
- (b) in relation to any workplace under the Landowner's management or control:
 - (i) notify the Network Operator of any known hazards to which a worker or any person may be exposed;
 - (ii) ensure the workplace is without risks to the health and safety of any person.

6.3 The Landowner must notify the Network Operator of any known hazards or special health and safety requirements for the Land and the Network Operator shall use reasonable endeavours to comply with those.

6.4 The parties agree to work together to consult, co-operate and co-ordinate activities in order to meet each other's respective health and safety obligations under applicable legislation, regulations and this easement.

7. OWNERSHIP

The Network Operator retains ownership of the Equipment and the Landowner acknowledges that such Equipment does not form part of the Land.

8. IMPLIED RIGHTS AND POWERS

The rights and powers implied in certain easements pursuant to section 90D of the Land Transfer Act 1952 (and currently set out in Schedule 4 of the Land Transfer Regulations 2002) are, as between the Landowner and Network Operator, substituted and replaced by the terms set out in this easement.

9. NOMINATION OF NETWORK OPERATOR

The Network Operator may, by serving written notice on the Landowner (and without limiting the rights of the Network Operator pursuant to section 291 Property Law Act 2007) nominate any person to exercise (either together with the Network Operator or otherwise) any of the rights granted to the Network Operator.

Annex

Page 4 of 4

*Insert instrument type***Easement Instrument to grant easement***(Continue in additional Annex, if required)***10. LANDOWNER TO NOTIFY OCCUPIER**

The Landowner shall notify every occupier of the Land of the terms of this easement and shall make sure that any such occupier complies with the terms of this easement in order that the Network Operator can have the full use and benefit of the rights granted under this easement.

11. DISPUTES

11.1 If any dispute arises between the Landowner and the Network Operator concerning the rights created by this instrument and the parties are unable to resolve that dispute through good faith negotiations within 20 Working Days of beginning such negotiations:

- (a) to the extent that the dispute falls within the categories of dispute dealt with pursuant to the Electricity and Gas Complaints Commissioner Scheme (the "Scheme"), the Landowner may refer the dispute to the Scheme; and
- (b) to the extent that the dispute does not come within the provisions of clause 11.1(a) either party may refer the matter to the arbitration of a single arbitrator pursuant to the Arbitration Act 1996, such arbitrator to be agreed by the parties (within 10 Working Days), or failing that, appointed by the President for the time being of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration will be held in Auckland, New Zealand.

12. ACCOMMODATION OWNED BY LANDOWNER

12.1 Where Accommodation is owned by the Landowner (as indicated on the front page of this easement), the following provisions of this clause 12 shall apply:

- (a) the Landowner shall not enter that part of the Easement Land on which the Accommodation is situated except for the purposes of carrying out inspection of and maintenance of the Accommodation pursuant to clause 12(b) and 12(c).
- (b) the Landowner shall at its cost keep the Accommodation in good and substantial repair. If the Landowner fails to comply with this obligation then the Network Operator may remedy any such failure and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.
- (c) the Landowner acknowledges that the Accommodation is locked at all times by the Network Operator. If the Accommodation requires repair or the Network Operator reasonably suspects that the Accommodation requires repair, upon receiving notification from the Landowner the Network Operator agrees to, on reasonable notice (except in an Emergency Situation), accompany the Landowner to enter the Accommodation for the purpose of inspecting the Accommodation or carrying out repair, provided that the Landowner shall have the right to inspect the Accommodation without charge by the Network Operator no more than twice a year (other than in an Emergency Situation). The Landowner shall at all times ensure that:
 - (i) the ventilation to and from the Accommodation is not restricted; and
 - (ii) the fire resistance rating and fire protection measures of the Accommodation are maintained at the same levels as at the date of this easement.
- (d) if the Network Operator becomes aware of any want of repair or maintenance, the Network Operator shall notify the Landowner, provided that the Network Operator has no responsibility to carry out inspections of the Accommodation when it enters the Accommodation or otherwise.

13. ACCOMMODATION OWNED BY NETWORK OPERATOR

13.1 Where this easement states that there exists Accommodation owned by the Network Operator (as indicated on the front page of this easement) the following provisions of this clause 13 shall apply:

- (a) the Landowner shall not enter the Accommodation.
- (b) the Network Operator shall at its cost keep the Accommodation in good and substantial repair and shall be liable for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Accommodation to the extent set out in clause 5.
- (c) the Landowner acknowledges that the Accommodation does not form part of the Land.

ANNEXURE SCHEDULE - CONSENT FORM¹

Land Transfer Act 1952 section 238(2)

Person giving consent <i>Surname must be underlined</i>	Capacity and Interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i>
ASB Bank Limited	Mortgagee under Mortgage No: 9519890.8

Consent
Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]
 the Person giving consent hereby consents to:

the registration of the easement as shown on the area marked "A" on LT Plan 473221

Dated this 26 day of JANUARY 2017

Attestation  Ingrid Vanessa Maxwell of Auckland, in New Zealand Team Leader, Lending Cards & Customer Support ASB BANK LIMITED	Signed in my presence by the Person giving consent  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name JANETEE GAVERDER Occupation BANK TELLER Address AUCKLAND
Signature [Common seal] of Person giving consent	

¹ 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.



ASB BANK LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Ingrid Vanessa Maxwell of Auckland, New Zealand, hereby certify:

1. THAT by a Deed dated **3 February 2016** and deposited with Land Information New Zealand and registered number **10337898.1** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

General Manager, Lending Cards & Customer Support
Head of Lending Cards & Customer Support
Manager Lending Cards & Customer Support
Legal Executive, Lending Cards & Customer Support
General Manager, Retail & Business Credit
Executive Manager, Retail & Business Credit
Credit Recoveries Manager
Executive Manager Group Credit Structuring
2. THAT I hold the appointment of Acting Manager Lending Cards & Customer Support with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise

Ingrid Vanessa Maxwell

SIGNED at Auckland this 26 day of January 2017

A MEMBER OF THE COMMONWEALTH BANK OF AUSTRALIA GROUP

Lending Operations, ASB North Wharf, 12 Jellicoe Street, Auckland Central, Auckland 1010, P O Box 35, Shortland Street, Auckland 1140, New Zealand
Telephone +64 9 377 8930 Facsimile +64 9 630 3918 DX CX10087 Auckland DX Sort www.asb.co.nz