



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




R.W. Muir
Registrar-General
of Land

Identifier **402386**
Land Registration District **North Auckland**
Date Issued 25 June 2008

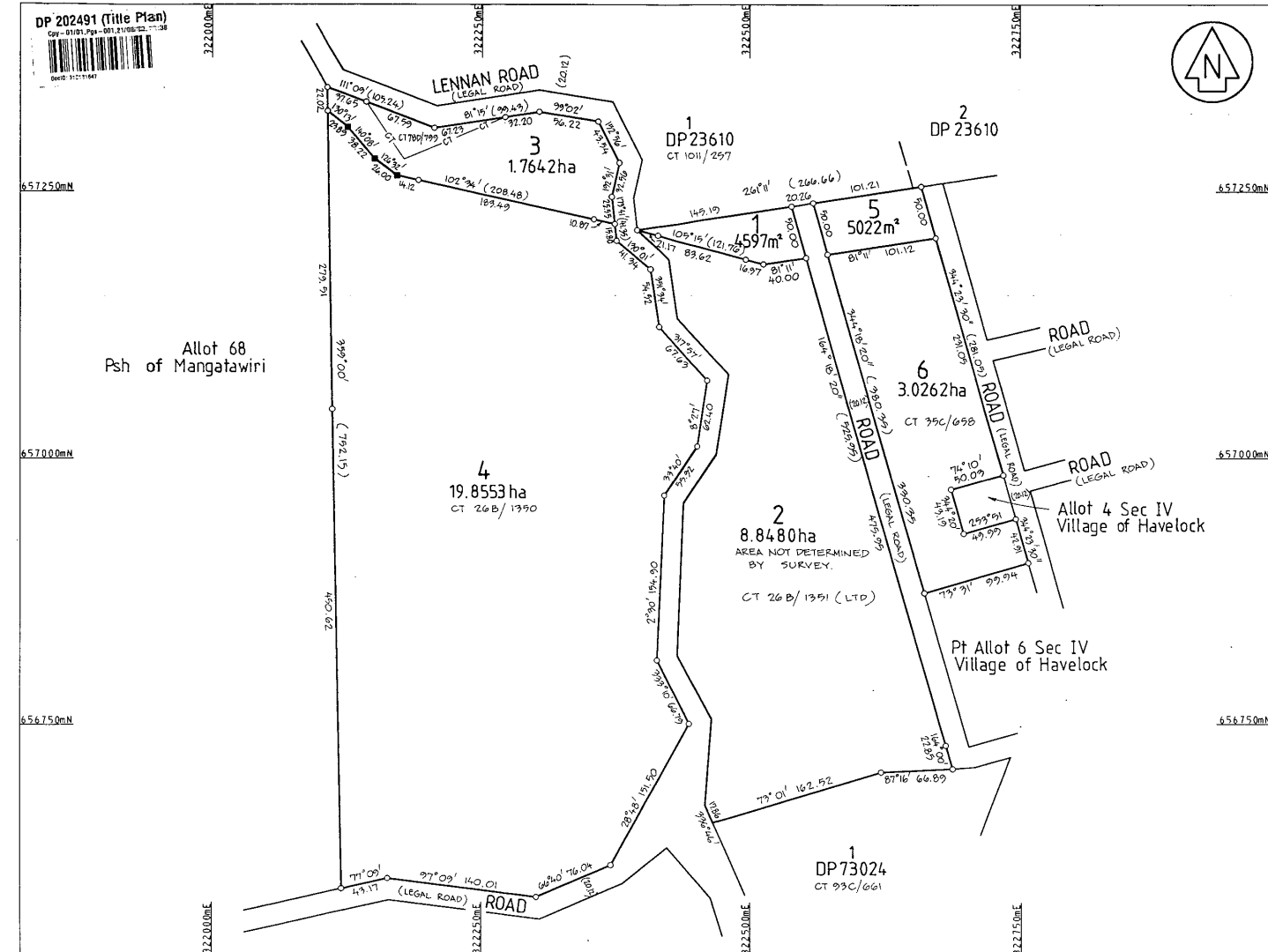
Prior References
NA131B/303 NA789/174

Estate Fee Simple
Area 230.2475 hectares more or less
Legal Description Lot 2 Deposited Plan 401106 and Lot 4
Deposited Plan 202491

Registered Owners
New Zealand Health Food Park Limited

Interests

Appurtenant hereto is a right of way created by Conveyance 252834 (R271/39) (affects part formerly CT NA789/174)
Appurtenant hereto is a right of way created by Transfer 97263 (affects part formerly CT NA789/174)
Land Covenant in Transfer 6038626.2 - 11.6.2004 at 9:00 am (affects part formerly CT NA131B/303)
Appurtenant hereto Lot 2 DP 401106 is a right of way and rights to convey water, electricity, telecommunications & computer media and a right to drain stormwater created by Easement Instrument 7857540.3 - 25.6.2008 at 9:00 am
Subject to Section 241(2) Resource Management Act 1991 (affects DP 401106)
Land Covenant in Deed 7857540.7 - 25.6.2008 at 9:00 am
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm
10921703.5 Mortgage to ANZ Bank New Zealand Limited - 6.10.2017 at 3:45 pm

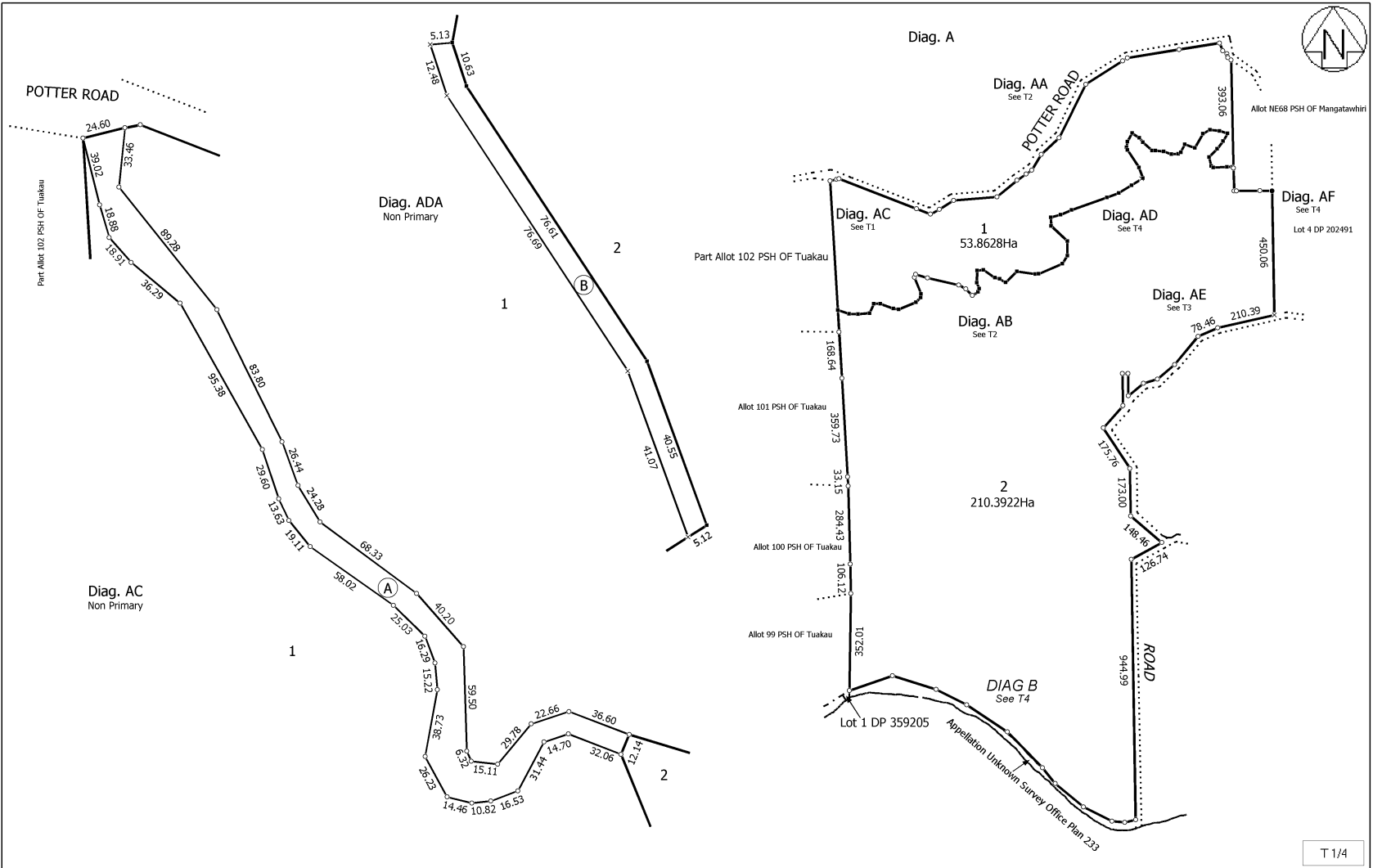


LAND DISTRICT NORTH AUCKLAND
SURVEY BLK. & DIST. I MARAMARUA
NZMS 261 SHT RECORD MAP No.

PLAN OF LOTS 1 - 6 BEING A SUBDIVISION OF
ALLOTS 52A & 69 PSH OF MANGATAWHIRI, ALLOT 18 SEC.
IV VILLAGE OF HAVELOCK AND LOT 4 DP 23610

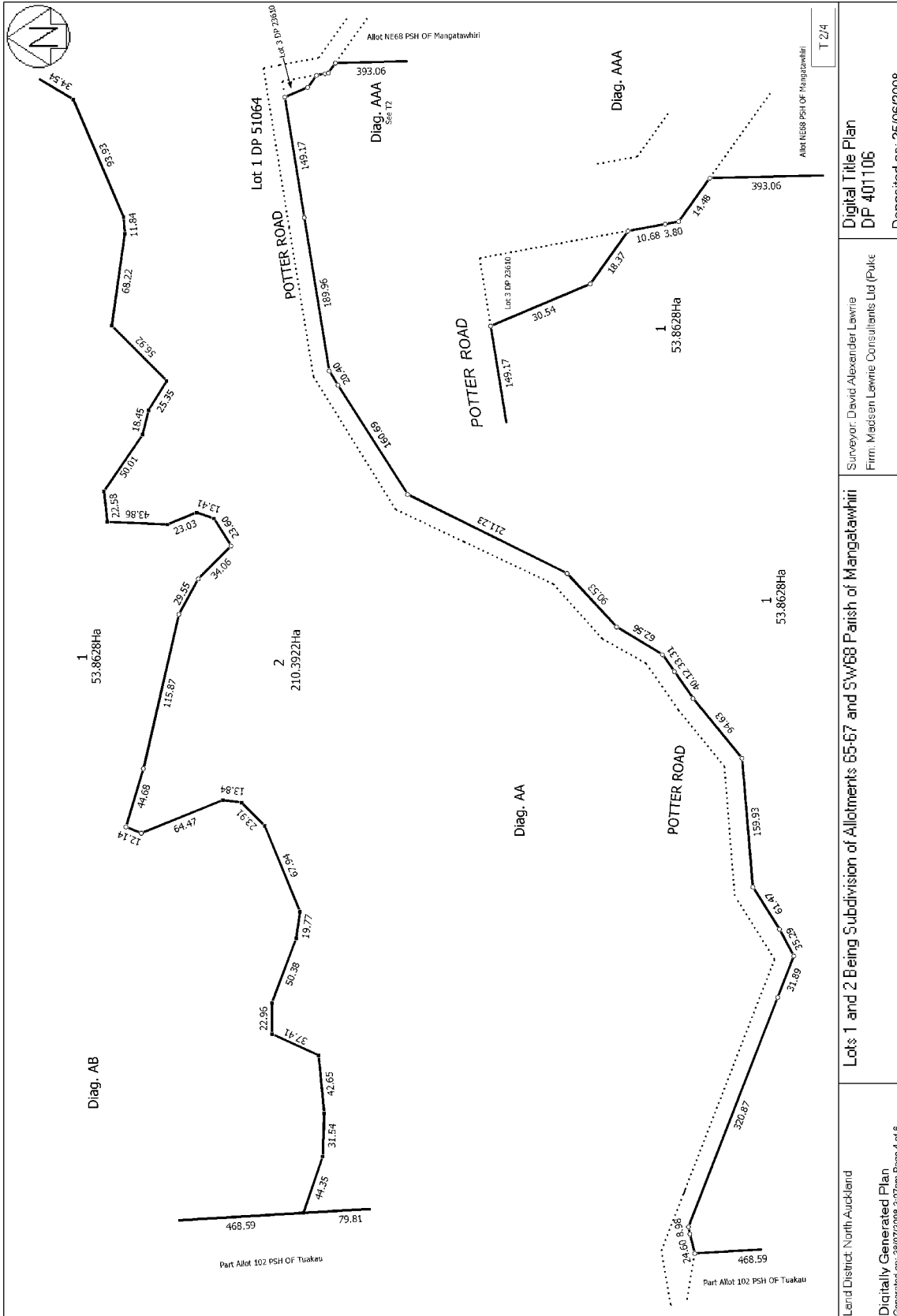
TERRITORIAL AUTHORITY FRANKLIN DISTRICT
Surveyed by FRASER THOMAS LTD
Scale 1 : 2500 Date APRIL 2000

Approvals	
I hereby certify that this plan was approved by the Franklin District Council pursuant to section 223 of the Resource Management Act 1991 on the 14th day of 12 2000 subject to the amalgamation conditions set out hereon, no further conditions imposed.	
<i>[Signature]</i> (Principal-Administrative-Officer/Authorised Officer)	
AMALGAMATION CONDITION That Lots 1 and 3 hereon be amalgamated with Lots 1 and 2 DP 23610 (CT1011/297) in terms of Section 220 (1)(b)(i) of the Resource Management Act 1991 and that one Certificate of Title be issued in accordance therewith. See D.L.R. ref. A 699177 That Lot 5 hereon be amalgamated with Lots 1 and 2 DP 23610 (CT1011/297) in terms of Section 220 (1)(b)(i) of the Resource Management Act 1991 and that one Certificate of Title be issued in accordance therewith. See D.L.R. ref. A 699177	
NEW C/S T ALLOCATED LOT 1 191 B / 301 LOT 2 191 B / 302 LOT 3 191 B / 301 LOT 4 191 B / 303 LOT 5 191 B / 304 LOT 6 191 B / 305 LOT 2 IS LIMITED AS TO PARCELS SUBJECT TO Part IVA of the Conservation Act 1987 (Part).	
Lots 1, 3 & 6 Class II Survey Lot 2 Class IV Survey Parcel Diagram Lot 4 Class IV Survey Regs. 26, 28 & 29.	
APPROVED AKLM 97/04	
Total Area 34.4556 ha	
Comprised in C'sT 26B/1351(LTD), 26B/1350, 35C/658 & 78D/799(all)	
I, GRAHAM JOHN DONALD being a person entitled to practise as a registered surveyor, certify that - a) The surveys to which this dataset relates are accurate and were undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1988. b) This dataset is accurate, and has been created in accordance with that Act and those Regulations.	
<i>[Signature]</i> 6 June 2000	
Field Book	Traverse Book
Reference Plans	
Examined	Correct
Approved as to Survey <i>[Signature]</i> 12/12/2000 Chief Surveyor	
Deposited this 12 day of December 2000 for Registrar-General of Land	
File 83974 Covered 29 NOV 2001 Instructions	DP 2024 91

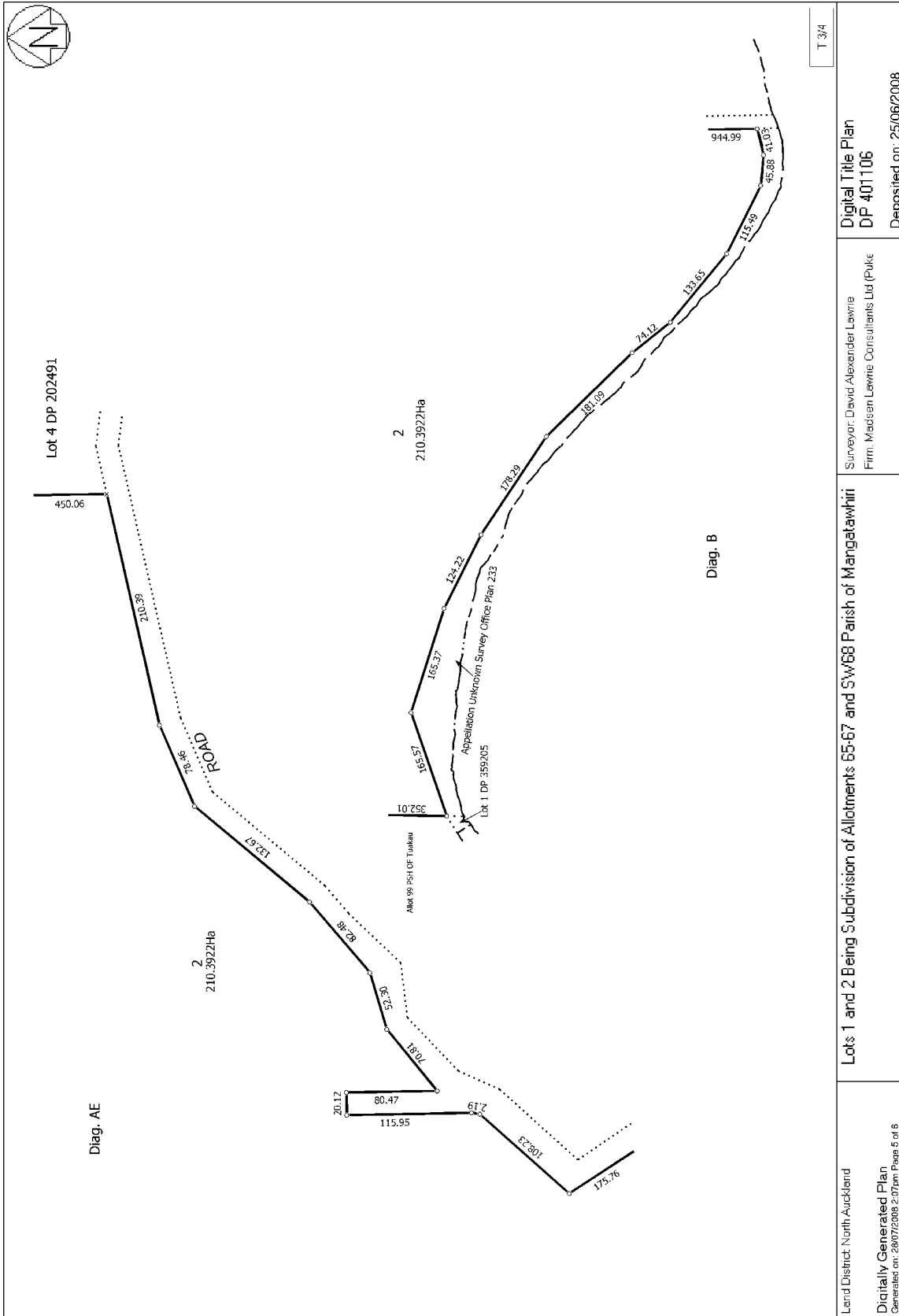


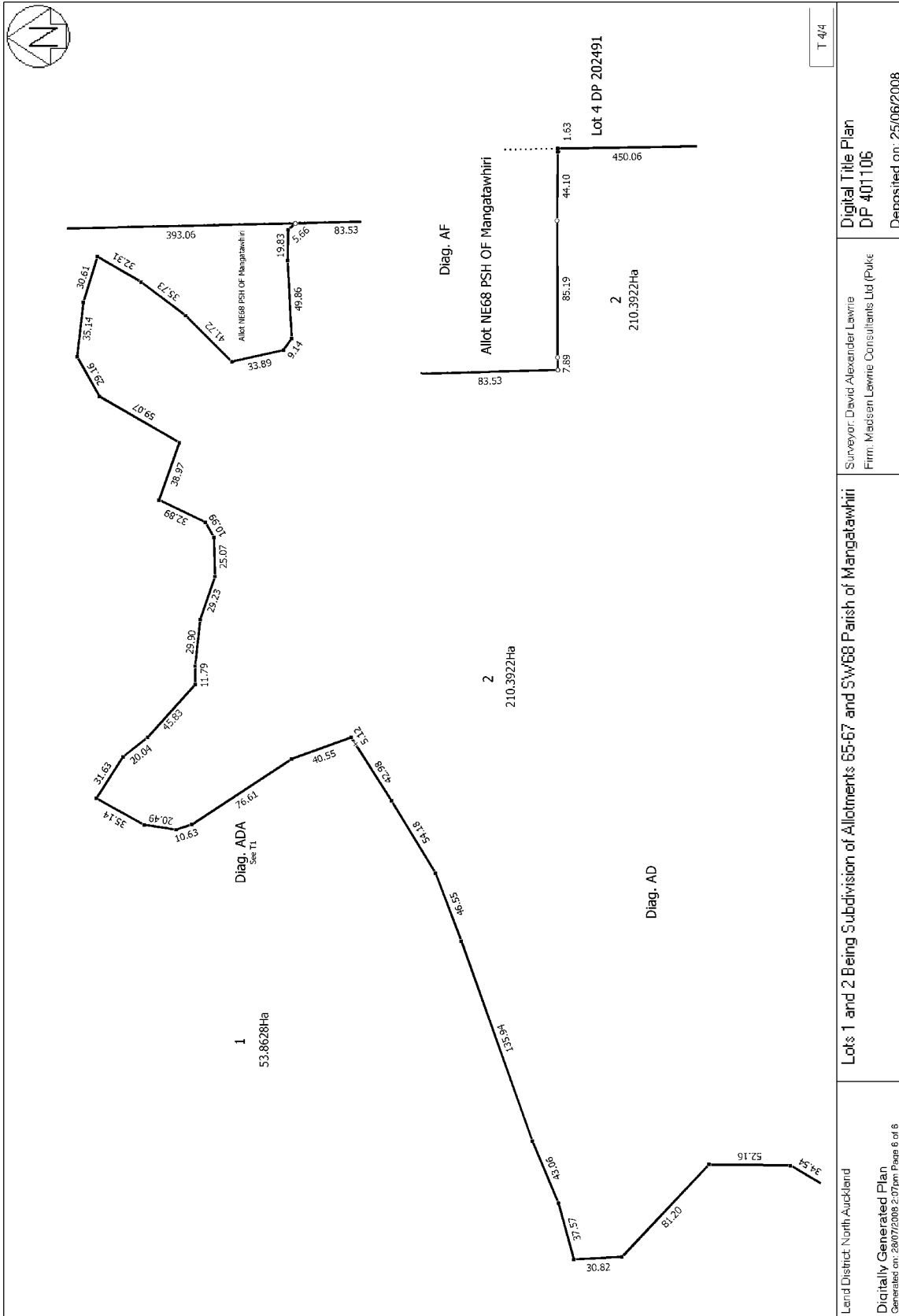
T 1/4

Land District North Auckland	Lots 1 and 2 Being Subdivision of Allotments 65-67 and S/W68 Parish of Mangatawhiri	Surveyor: David Alexander Lawrie	Digital Title Plan DP 401106
Digitally Generated Plan Generated on: 28/07/2008 2:07pm Page 3 of 6		Firm: Madsen Lawrie Consultants Ltd (Puke)	Deposited on: 25/06/2008



<p>Lot 1 DP 51064</p>	<p>Diag. AAA Site 12</p>	<p>Diag. AA</p>	<p>Diag. AB</p>	<p>Diag. AAA Site 12</p>	<p>Diag. AAA Site 12</p>
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RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
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R.W. Muir
Registrar-General
of Land

Identifier **549368**
Land Registration District **North Auckland**
Date Issued 06 April 2011

Prior References

NA131B/301 NA35C/660

Estate Fee Simple
Area 38.2804 hectares more or less
Legal Description Lot 1, 3, 5 Deposited Plan 202491 and Lot
1-2 Deposited Plan 23610 and Allotment 9
Section X Havelock Village

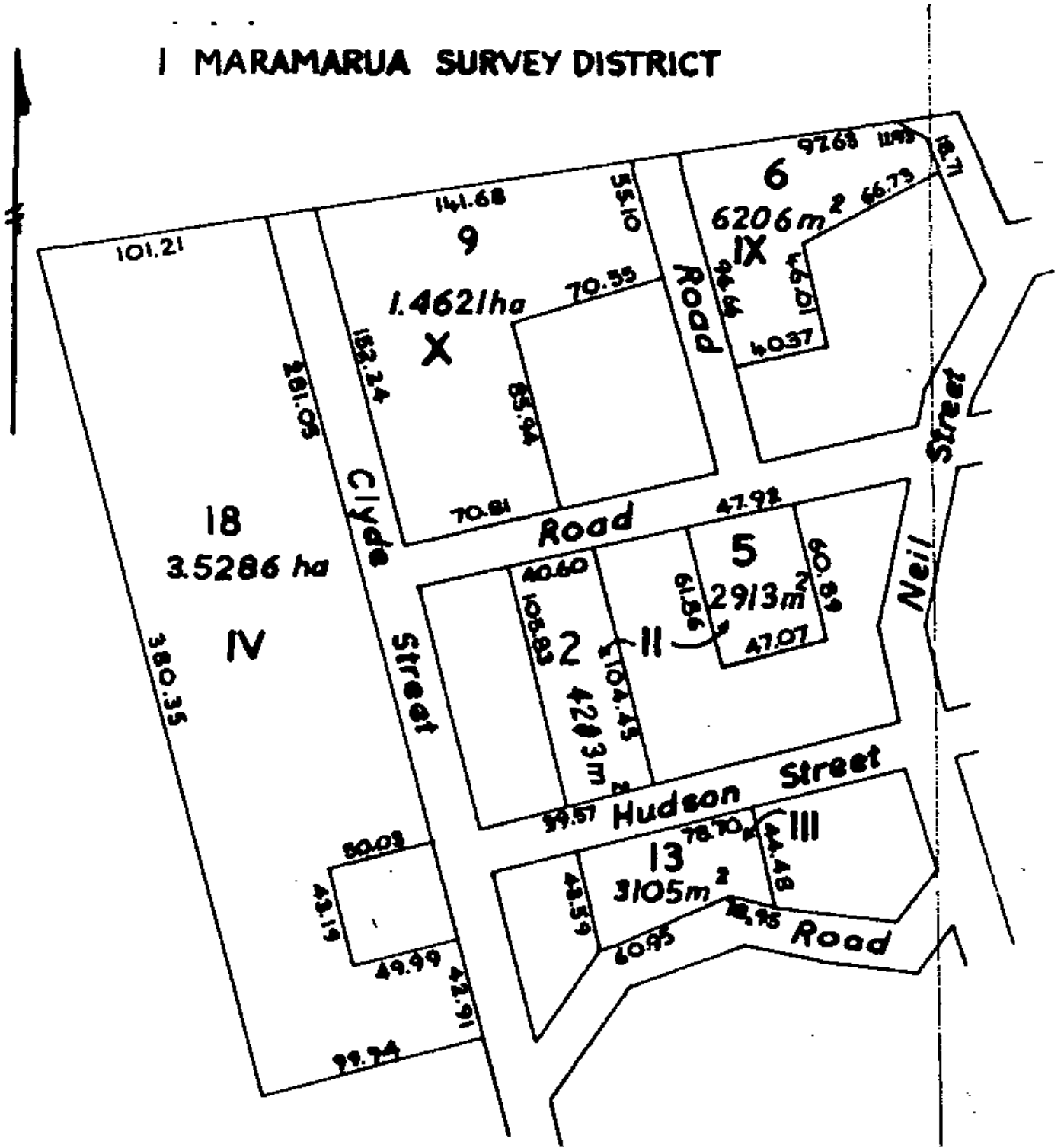
Registered Owners

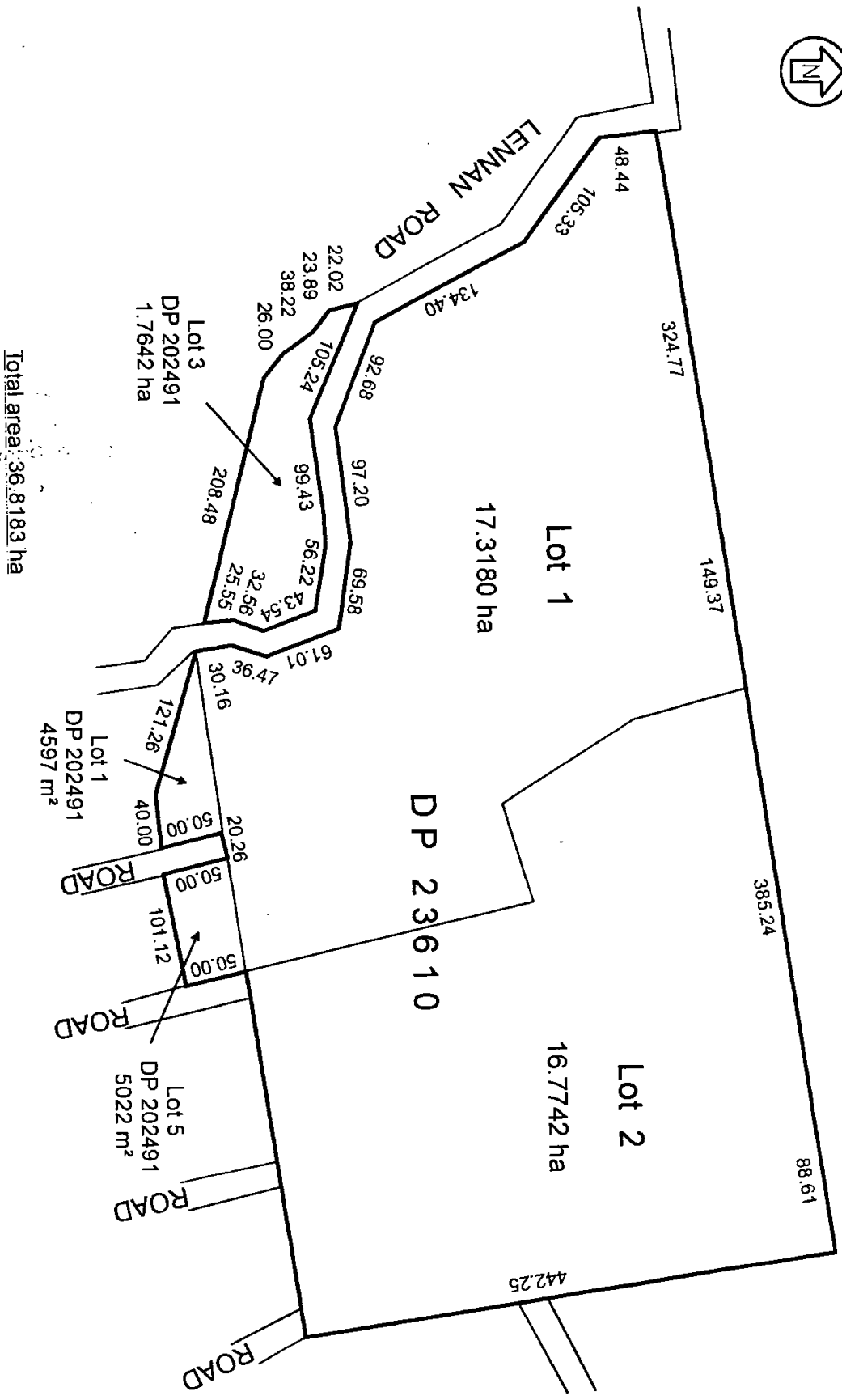
New Zealand Industrial Park Limited

Interests

Subject to Section 206 Land Act 1924 (affects part formerly in CT NA1011/257)
Subject to Section 8 Coal Mines Amendment Act 1950 (affects part formerly in CT NA1011/257)
Subject to Section 27B State-Owned Enterprises Act 1986 (which provides for the resumption of land on the recommendation of the Waitangi Tribunal and which does not provide for third parties, such as the owner of the land, to be heard in relation to the making of any such recommendation) (affects part formerly NA78D/799)
Subject to Part IV A Conservation Act 1987 (affects part formerly NA78D/799)
Subject to Section 11 Crown Minerals Act 1991(affects Lots 1 and 2 DP 23610)
Subject to Section 3 Petroleum Act 1937 (affects part formerly NA78D/799)
Subject to Section 8 Atomic Energy Act 1945 (affects part formerly NA78D/799)
Subject to Section 59 Land Act 1948 (affects part formerly NA35C/658 and NA35C/660)
Subject to Section 3 Geothermal Energy Act 1953 (affects part formerly NA78D/799)
Subject to Sections 6 and 8 Mining Act 1971 (affects part formerly NA78D/799)
Subject to Section 5 Coal Mines Act 1979 (affects part formerly NA78D/799)
Subject to Section 261 Coal Mines Act 1979 (affects part formerly NA78D/799)
Land Covenant in Deed 7857540.7 - 25.6.2008 at 9:00 am
Subject to Section 241(2) Resource Management Act 1991 (affects DP 438323)
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm
Land Covenant in Easement Instrument 9393632.3 - 28.6.2013 at 2:20 pm
13220001.1 CAVEAT BY HYNDS FOUNDATION - 12.2.2025 at 5:11 pm

I MARAMARUA SURVEY DISTRICT





Total area 36.8183 ha



CT 131B/301/
N1980





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier **1213151**
Land Registration District **North Auckland**
Date Issued 07 March 2025

Prior References
614851

Estate Fee Simple
Area 43.0592 hectares more or less
Legal Description Section 2 Survey Office Plan 513144 and
Lot 1 Deposited Plan 199997 and Lot 3
Deposited Plan 463893

Registered Owners
New Zealand Industrial Park Limited

Interests

Subject to Section 241(2) Resource Management Act 1991 (see DP 199997)
Subject to Section 206 Land Act 1924 (affects Lot 1 DP 199997 and Section 2 SO 513144)
Subject to Section 8 Coal Mines Amendment Act 1950 (affects Lot 1 DP 199997 and Section 2 SO 513144)
D036550.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 22.8.1996 at 11.01 am (affects Lot 1 DP 199997)
D036550.6 Bond pursuant to Section 108(2)(b) Resource Management Act 1991 - 22.8.1996 at 11.01 am (affects Lot 1 DP 199997)
Appurtenant to Lot 1 DP 199997 is a right of way and electricity and telephone rights created by Transfer D088573.3 - 20.1.1997 at 1.33 pm
Land Covenant in Deed D284105.4 - produced 23.6.1998 at 3.03 pm and entered 6.8.1998 at 9.00 am (affects part Lot 3 DP 463893 being part formerly Lot 1 DP 184589)
Land Covenant in Deed D284105.6 - produced 23.6.1998 at 3.03 and entered 6.8.1998 at 9.00 am (affects Lot 1 DP 199997)
Subject to a right of way over part Lot 1 DP 199997 marked A on DP 199997 created by Transfer D541257.3 - 14.9.2000 at 3.13 pm
The easements created by Transfer D541257.3 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Deed 7857540.7 - 25.6.2008 at 9:00 am
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm
Land Covenant in Easement Instrument 9393632.3 - 28.6.2013 at 2:20 pm (affects Lot 3 DP 463893)
Subject to Section 241(2) Resource Management Act 1991 (affects DP 463893)
Subject to a right (in gross) to convey gas over part Lot 3 DP 463893 marked C on DP 479019, over part Lot 1 DP 199997 marked D on DP 479019 and over part Section 2 SO 513144 marked B on DP 513144 in favour of Vector Limited created by Easement Instrument 9957943.1 - 30.1.2015 at 1:56 pm

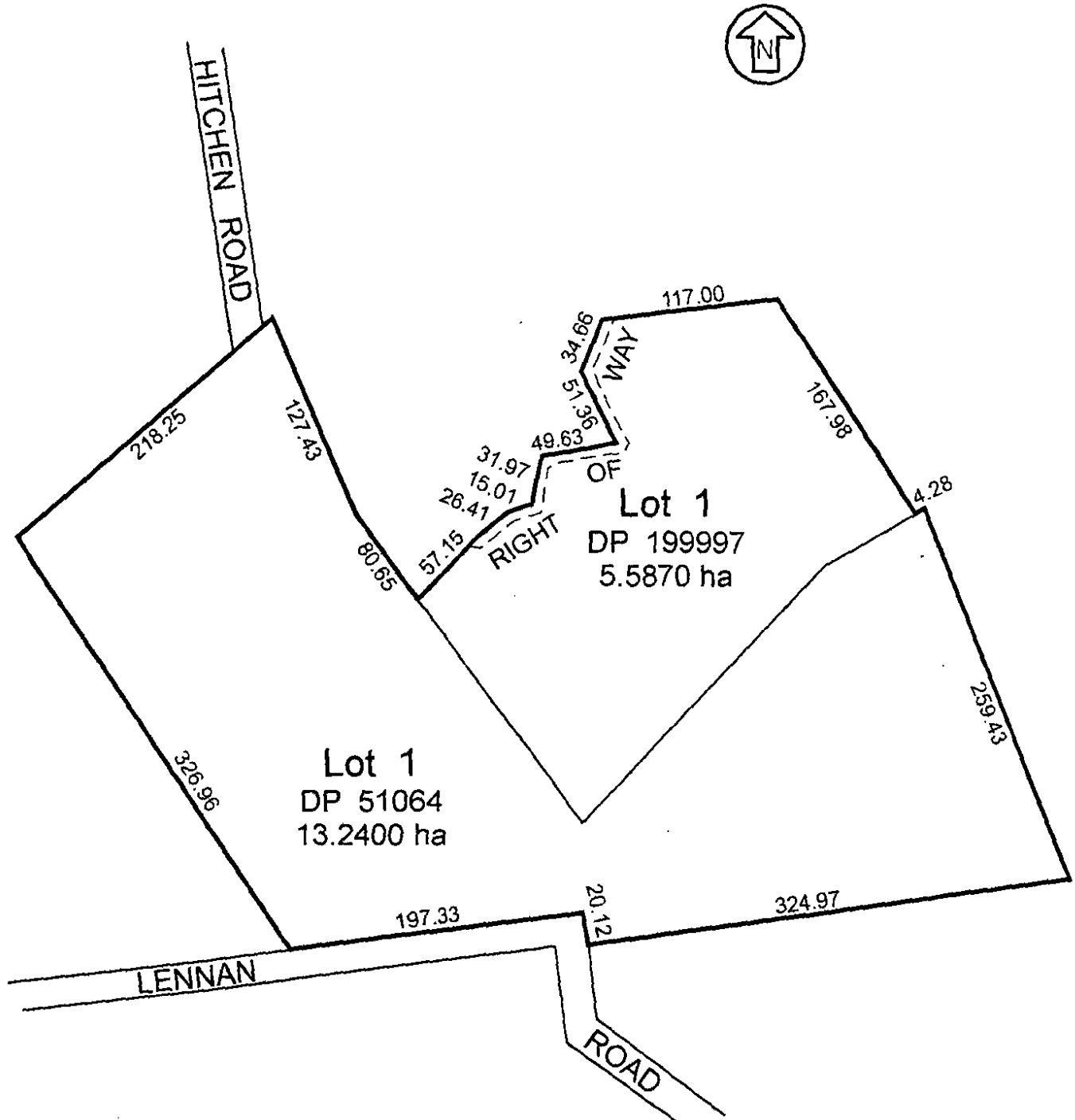
Subject to a right (in gross) to convey water over part Section 2 SO 513144 marked C, D and E on SO 513144 in favour of Waikato District Council created by Gazette Notice 10431934.1 - 16.5.2016 at 7:00 am

11286192.1 Court Order pursuant to Section 316 and 317 Property Law Act 2007 extinguishing Land Covenants D284105.4 and D541257.6 in so far as they affect Lot 1 DP 463893 contained in RT 614849 - 23.11.2018 at 11:18 am

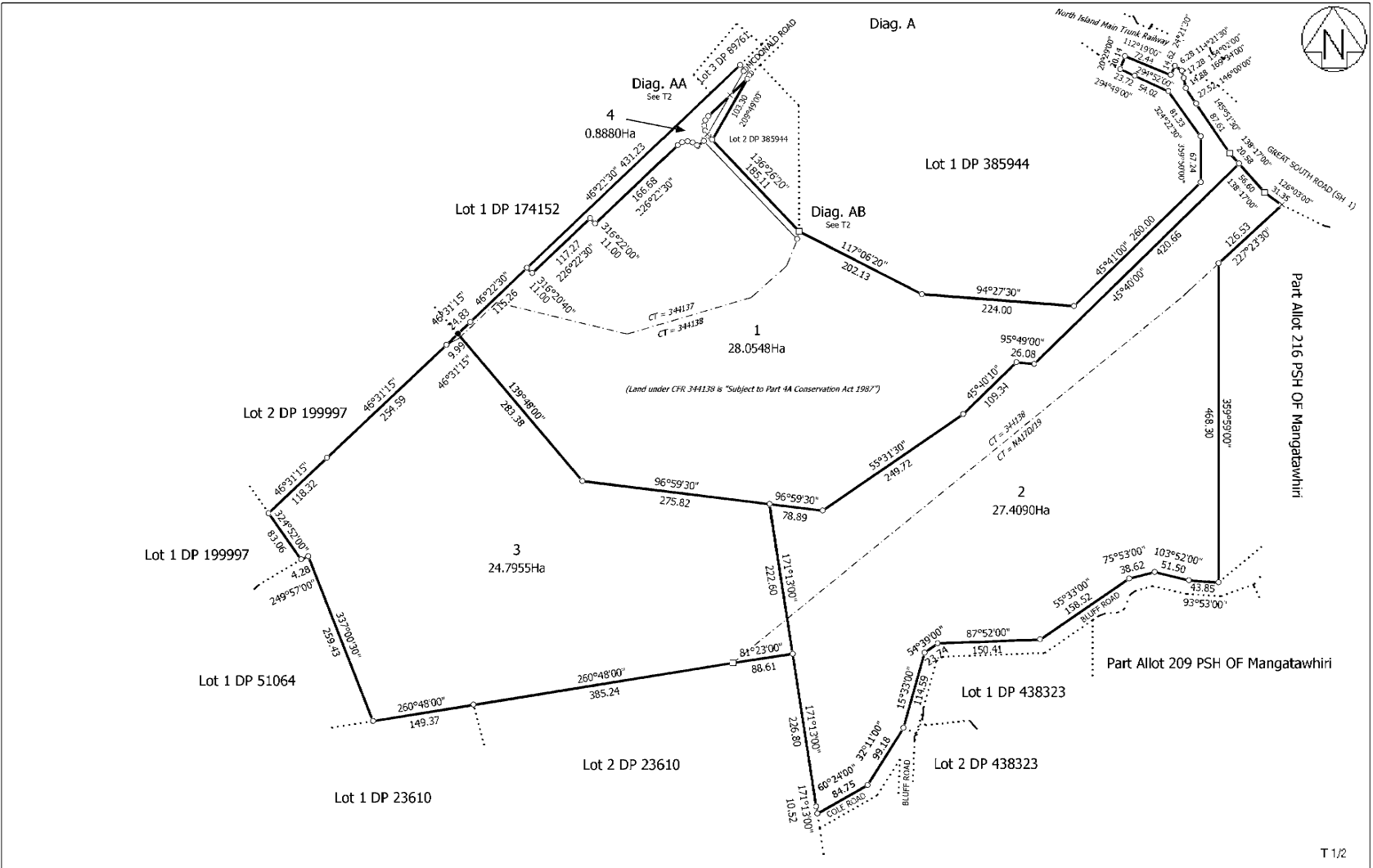
11914737.1 Revocation of Land Covenant D284105.4 as to RT 614849 appurtenant hereto - 13.11.2020 at 9:13 am

13220001.1 CAVEAT BY HYNDS FOUNDATION - 12.2.2025 at 5:11 pm

Subject to a right (in gross) to drain water over part Section 2 SO 513144 marked D and F on SO 513144 in favour of Waikato District Council created by Easement Instrument 13154617.5 - 7.3.2025 at 11:34 am



TOTAL CT AREA: 18.8270 ha



T 1/2

Land District North Auckland Digitally Generated Plan Generated on: 05/08/2013 2:36pm Page 4 of 5	Lots 1 - 4 being Subdivision of Lot 3 & 4 DP 385944 and Allotment 215 Parish of Mangatawhiri	Surveyor: Stephen Thomas Dobbie Firm: Terra Group NZ Limited trading as Te	Title Plan LT 463893 Approved on: 6/08/2013
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Title Plan - SO 513144

Survey Number SO 513144
Surveyor Reference 1718WDC
Surveyor Edward Doig Letford
Survey Firm Align Surveyors
Surveyor Declaration I Edward Doig Letford, being a licensed cadastral surveyor, certify that:
 (a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and
 (b) the survey was undertaken by me or under my personal direction.
 Declared on 28 Aug 2017 01:17 PM

Survey Details

Dataset Description SECTIONS 1 AND 2
Status Approved as to Survey
Land District North Auckland **Survey Class** Class B
Submitted Date 28/08/2017 **Survey Approval Date** 28/08/2017
Deposit Date

Territorial Authorities

Waikato District

Comprised In

CT 614851

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Area D Survey Office Plan 513144	Easement		
Area E Survey Office Plan 513144	Easement		
Area F Survey Office Plan 513144	Easement		
Area B Survey Office Plan 513144	Easement		
Section 1 Survey Office Plan 513144	Legalisation	0.5627 Ha	
Section 2 Survey Office Plan 513144	Fee Simple Title	12.6767 Ha	
Area A Survey Office Plan 513144	Easement		
Area C Survey Office Plan 513144	Easement		
Total Area		13.2394 Ha	



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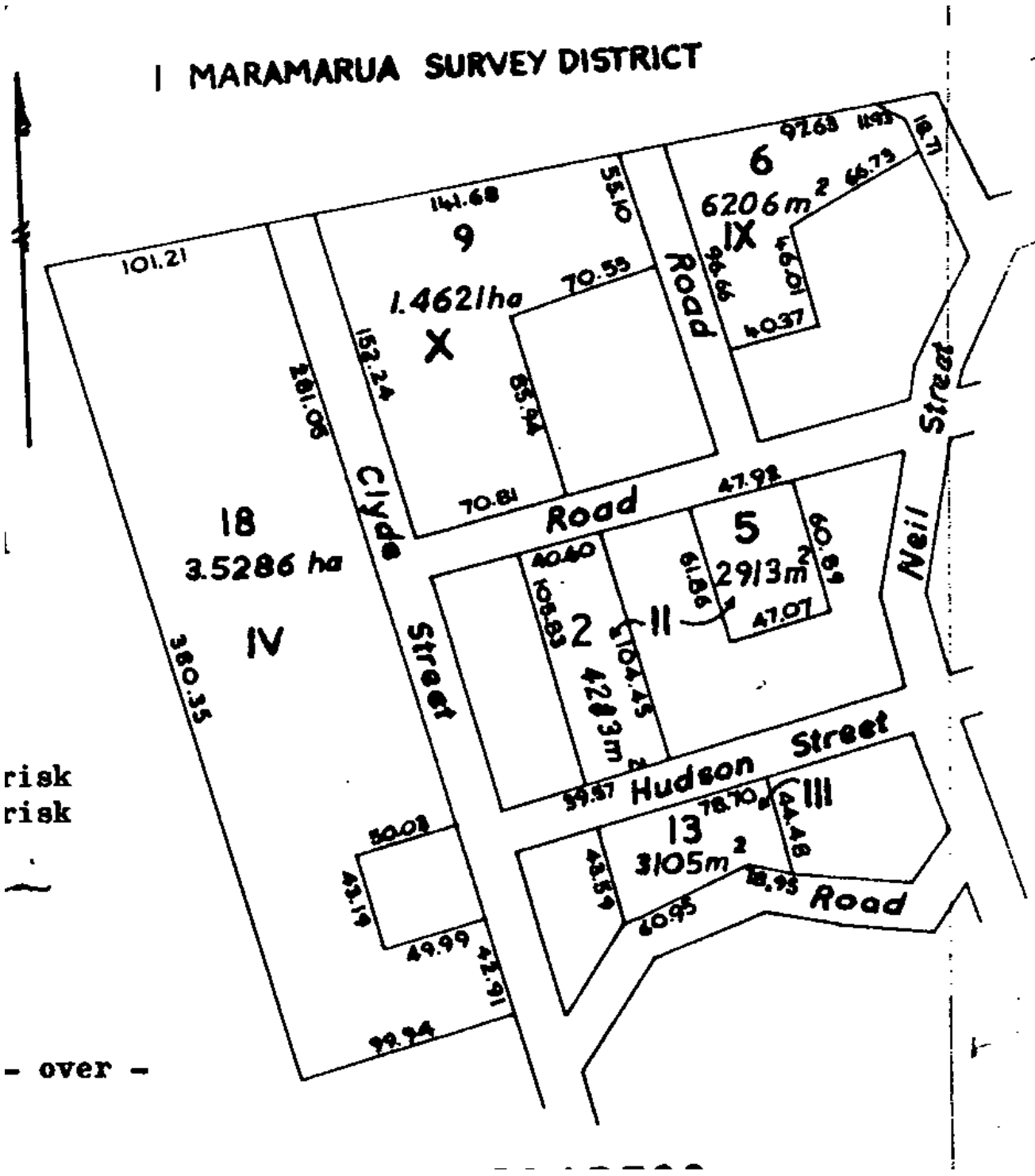
Identifier NA35C/655
Land Registration District North Auckland
Date Issued 14 March 1977

Prior References
NA13C/910

Estate Fee Simple
Area 4213 square metres more or less
Legal Description Allotment 2 Section II Havelock Village
Registered Owners
New Zealand Industrial Park Limited

Interests
Subject to Section 59 Land Act 1948
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm

MARAMARUA SURVEY DISTRICT



risk
risk

- over -



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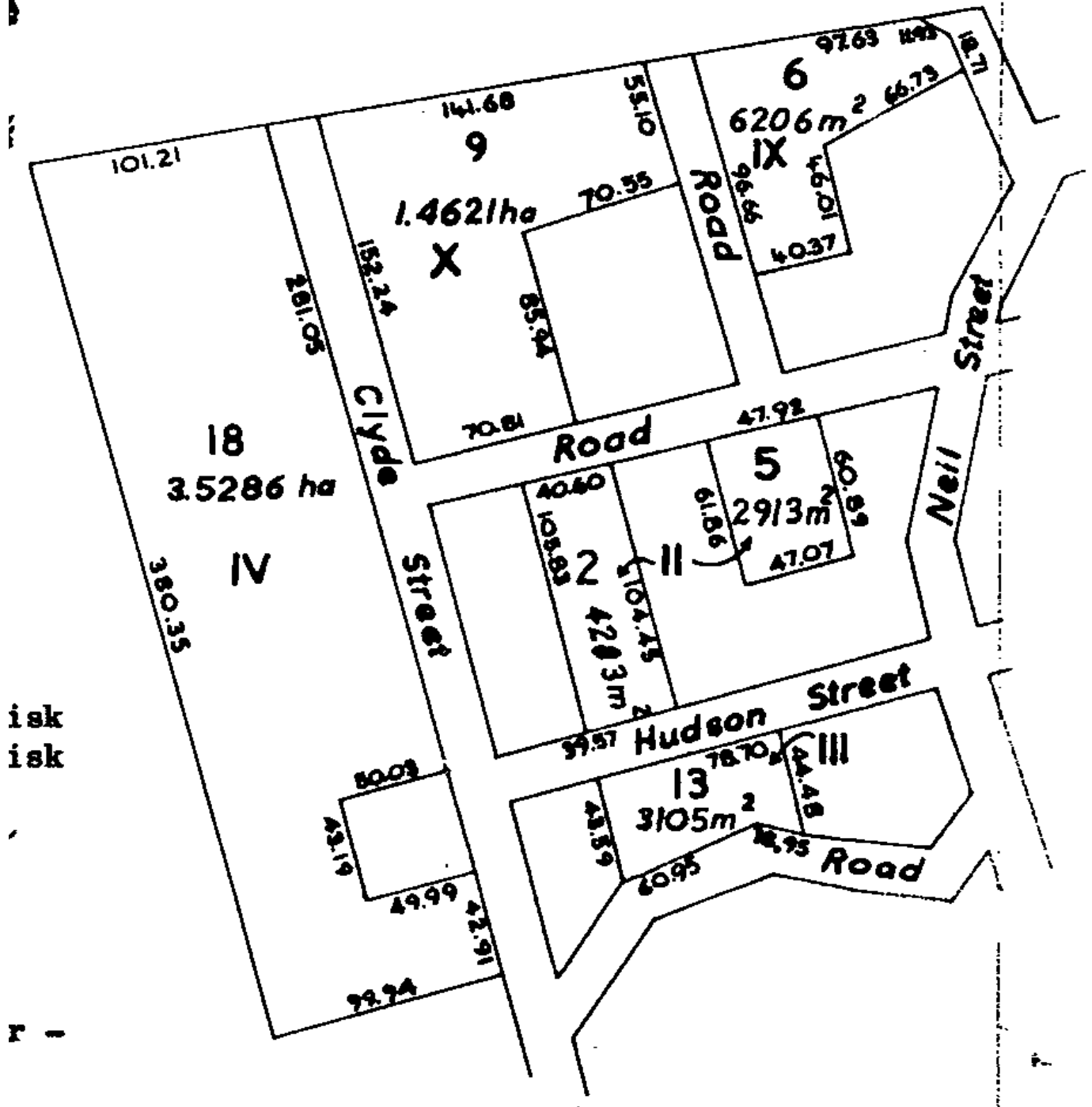
Identifier NA35C/659
Land Registration District North Auckland
Date Issued 14 March 1977

Prior References
NA13C/910

Estate Fee Simple
Area 6206 square metres more or less
Legal Description Allotment 6 Section IX Havelock Village
Registered Owners
New Zealand Industrial Park Limited

Interests
Subject to Section 59 Land Act 1948
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm

I MARAMARUA SURVEY DISTRICT



isk
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R -



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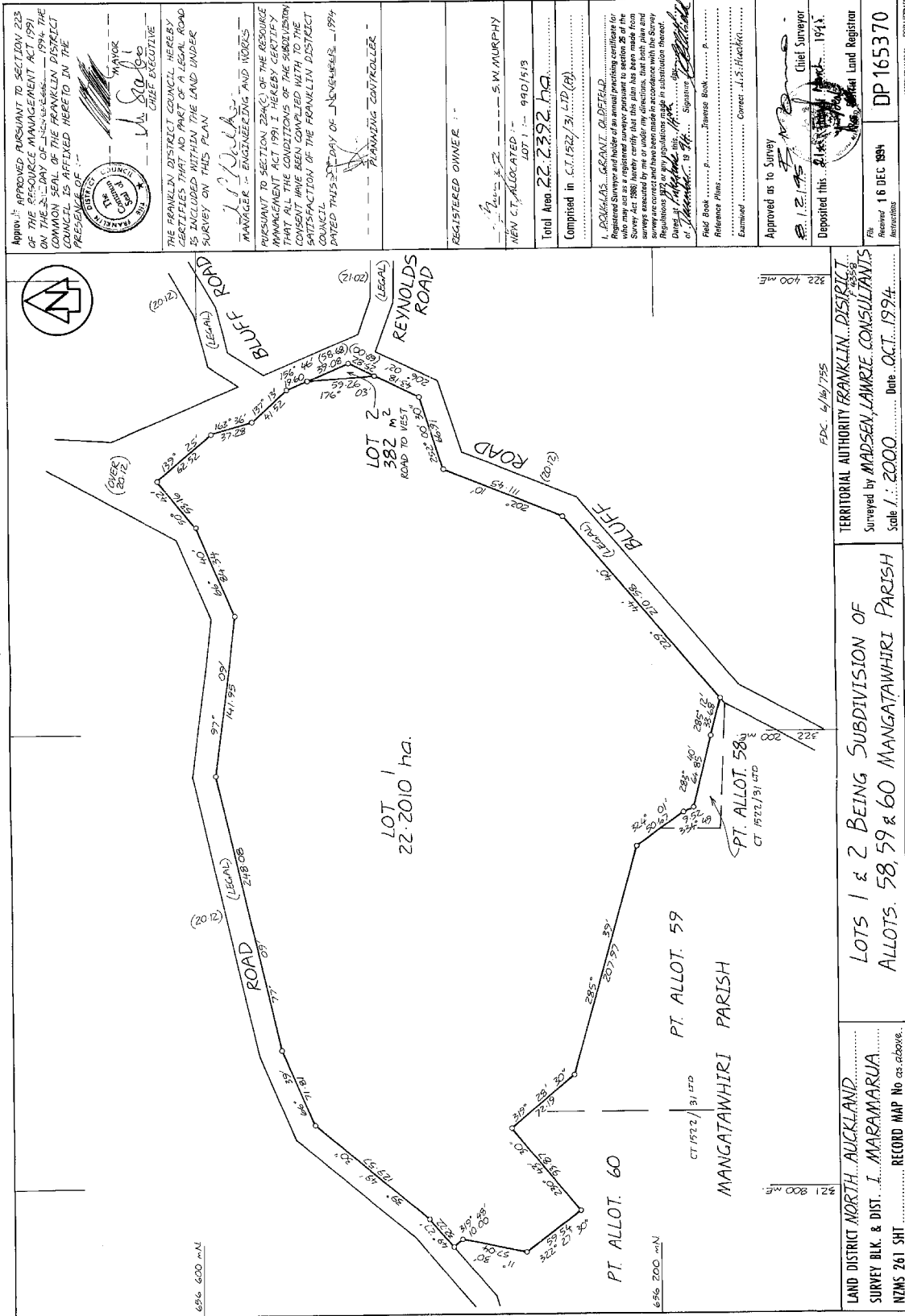
Identifier NA99D/513
Land Registration District North Auckland
Date Issued 21 March 1995

Prior References
NA1522/31

Estate Fee Simple
Area 22.2010 hectares more or less
Legal Description Lot 1 Deposited Plan 165370

Registered Owners
National Dairy Limited

Interests



APPROVED PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE PLAN OF THE FRANKLIN DISTRICT COUNCIL AS REFERRED HEREIN IN THE PRESENCE OF:-

[Signature]
MAYOR

[Signature]
CHIEF EXECUTIVE

THE FRANKLIN DISTRICT COUNCIL HEREBY CERTIFIES THAT NO PART OF A LEGAL ROAD IS INCLUDED WITHIN THE LAND UNDER SURVEY ON THIS PLAN

[Signature]
MANAGER - ENGINEERING AND WORKS

PURSUANT TO SECTION 224(C) OF THE RESOURCE MANAGEMENT ACT 1991 I HEREBY CERTIFY THAT ALL THE CONDITIONS OF THE SURVEY COMPLY WITH THE REQUIREMENTS OF THE CONVEYANCE ACT 1988 IN THE CONVEYANCE OF THE FRANKLIN DISTRICT COUNCIL DATED THIRTIETH DAY OF NOVEMBER 1994

[Signature]
PLANNING CONTROLLER

REGISTERED OWNER:-

[Signature]
S.M. MURPHY

NEW C.T. ALLOCATED:-
LOT 1:- 990/1513

Total Area 22.2322 ha

Completed in C.T. 1522/31 LTD (A)

I, DOUGLAS GRANT CALFIELD
Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 26 of the Survey Act 1988 hereby certify that this plan has been made from a survey conducted and has been made in accordance with the Survey Regulations 1977 or any regulations made in substitution thereof.

Dated at Auckland this 14th day of December 1994. Signature *[Signature]*

Field Book *[Blank]* p. *[Blank]* James Book *[Blank]* p. *[Blank]*

Reference Plans *[Blank]* Correct *[Blank]*

Examined *[Blank]* Correct *[Blank]*

Approved as to Survey *[Signature]*
Chief Surveyor

Deposited this 14th day of December 1994.

File No. DP 165370

Received 16 DEC 1994

Restrictions

W.A. REEVE, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, WELLINGTON

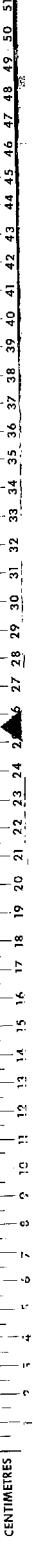
APPROVED COPY OF DOUGLAS GRANT CALFIELD

LAND DISTRICT NORTH AUCKLAND
SURVEY BLK. & DIST. I. MARAMARUA
RECORD MAP No. as above.

MANGATAWHIRI PARISH

LOTS 1 & 2 BEING SUBDIVISION OF ALLOTS. 58, 59 & 60 MANGATAWHIRI PARISH

TERRITORIAL AUTHORITY FRANKLIN DISTRICT
Surveyed by MADSEN, LAMBLE, CONSULIANIJS
Scale 1:2000 Date OCT. 1994.





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




R. W. Muir
Registrar-General
of Land

Identifier NA115B/242
Land Registration District North Auckland
Date Issued 03 March 1998

Prior References
NA35C/656 NA765/79

Estate Fee Simple
Area 5122 square metres more or less
Legal Description Lot 2 Deposited Plan 184553 and
Allotment 5 Section 11 Havelock Village

Registered Owners
New Zealand Industrial Park Limited

Interests
Subject to Section 241(2) Resource Management Act 1991
Subject to Section 59 Land Act 1948 (Affects part formerly in CT NA35C/656)
D231389.2 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - produced 23.12.1997 at 3.19 pm
and entered 3.3.1998 at 9.00 am
Land Covenant in Easement Instrument 9032139.1 - 4.5.2012 at 1:02 pm

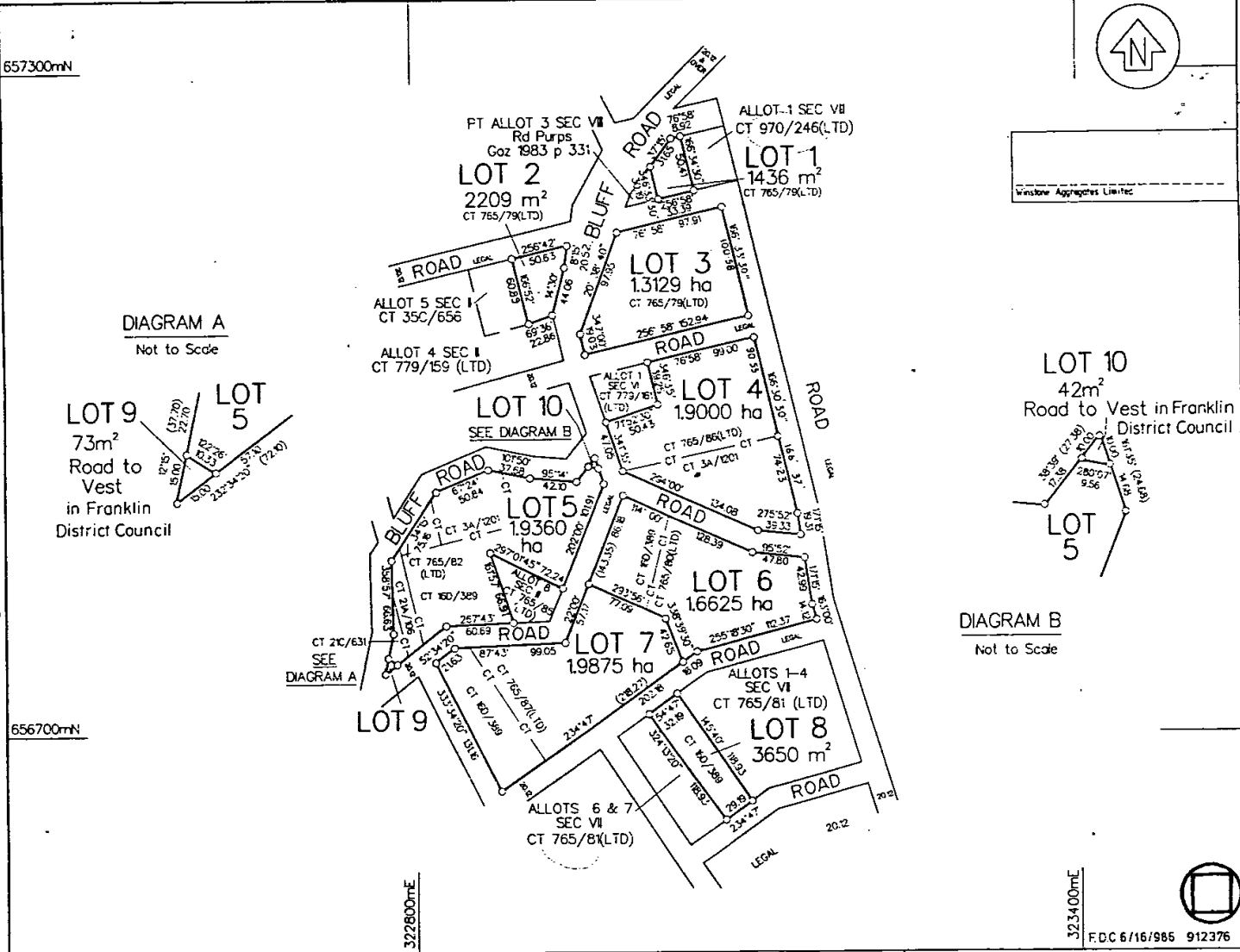


DIAGRAM A
Not to Scale

DIAGRAM B
Not to Scale



Registered Owners

M. Twining
M. TWINING

R. Twining
R. TWINING

Approved pursuant to Section 223 of the Resource Management Act 1991 on the 23rd day of August 1997 subject to the amalgamation conditions set out hereon and nothing but the owners have entered into a covenant with the Corporation of Franklin District Council pursuant to Section 220 of the above Act. The Corporation of Franklin District Council is of the opinion that the amalgamation of the above parcels is in the best interests of the community.

[Signature]
Executive Officer

AMALGAMATION CONDITIONS

That Lots 1 & 3 hereon be held in the same Certificate of Title.
That Lot 2 hereon be transferred to the owner of Allotment 5 Section I Havelock Village (CT 35C/656) and that one Certificate of Title be issued to include both parcels.
See A630570

COVENANT CONDITION

That the owners of Lot 8 hereon and the land in CT 765/81 shall not without the consent of Council transfer or lease any of those parcels or any part thereof except in conjunction with the other or others.
See A630570

The Franklin District Council hereby certifies that no part of a legal road is included within the area under survey on this plan.

NEW C'ST ALLOCATED

LOT 1: 115B/241	LOT 5: 115B/245
LOT 2: 115B/242	LOT 6: 115B/246
LOT 3: 115B/243	LOT 7: 115B/247
LOT 4: 115B/244	LOT 8: 115B/248

Total Area 9.5399 ha 765/82141(97)

Comprised in Cst 765/79 Ltd (part), 765/80 Ltd (All), 765/86 Ltd (All), 765/87 Ltd (All), 21C/631 (All), 21A/106(All), 3A/120X(All), 16D/389(All)

I, Clifford Robin Corbett of Auckland Registered Surveyor and holder of an annual practicing certificate (or one may act as a registered surveyor pursuant to section 25 of the Survey Act 1985) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1977 or any regulations made in substitution thereof.

Dated at Auckland the 24th day of June 1997. *[Signature]* Clifford R. Corbett

Field Book Reference *[Signature]* *[Signature]*

[Signature] J.S. Harker Surveyor

Approved as to Survey *[Signature]* Deputy Chief Surveyor

Deposited this 3 day of March 1998

[Signature] District Land Registrar

File Received 11 SEP 1997 DP 184553

LAND DISTRICT NORTH AUCKLAND
Survey Blk. & Dist. I MARAMARUA
NZMS 261 Sheet

LOTS 1-10 BEING A SUBDIVISION OF ALLOTS 1-3 SEC I, ALLOT 6 SEC II, ALLOTS 1, 11 & 12 SEC III, ALLOTS 21 & 22 SEC IV, ALLOTS 2-5 & 8-11 SEC V, ALLOTS 2-6 SEC VI, ALLOT 2 SEC VIII VILLAGE OF HAVELOCK & LOTS 4-12 DP 59557

TERRITORIAL AUTHORITY FRANKLIN DISTRICT
Surveyed by BRIAN FOOTE & ASSOCIATES
Scale 1:2500 Date JUNE 1997



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




R.W. Muir
Registrar-General
of Land

Identifier **NA128B/777**
Land Registration District **North Auckland**
Date Issued 14 September 2000

Prior References

NA106D/729

Estate Fee Simple
Area 16.0540 hectares more or less
Legal Description Lot 2 Deposited Plan 199997

Registered Owners

New Zealand Health Food Park Limited

Interests

Subject to Section 206 Land Act 1924

Subject to Section 8 Coal Mines Amendment Act 1950

D036550.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 22.8.1996 at 11.01 am

D036550.6 Bond pursuant to Section 108(1)(b) Resource Management Act 1991 - 22.8.1996 at 11.01 am

Appurtenant hereto is a right of way and electricity & telephone rights created by Transfer D088573.3 - 20.1.1997 at 1.33 pm

Subject to a right of way and to electricity & telephone rights over part marked C on DP 199997 created by Transfer D088573.3 - 20.1.1997 at 1.33 pm

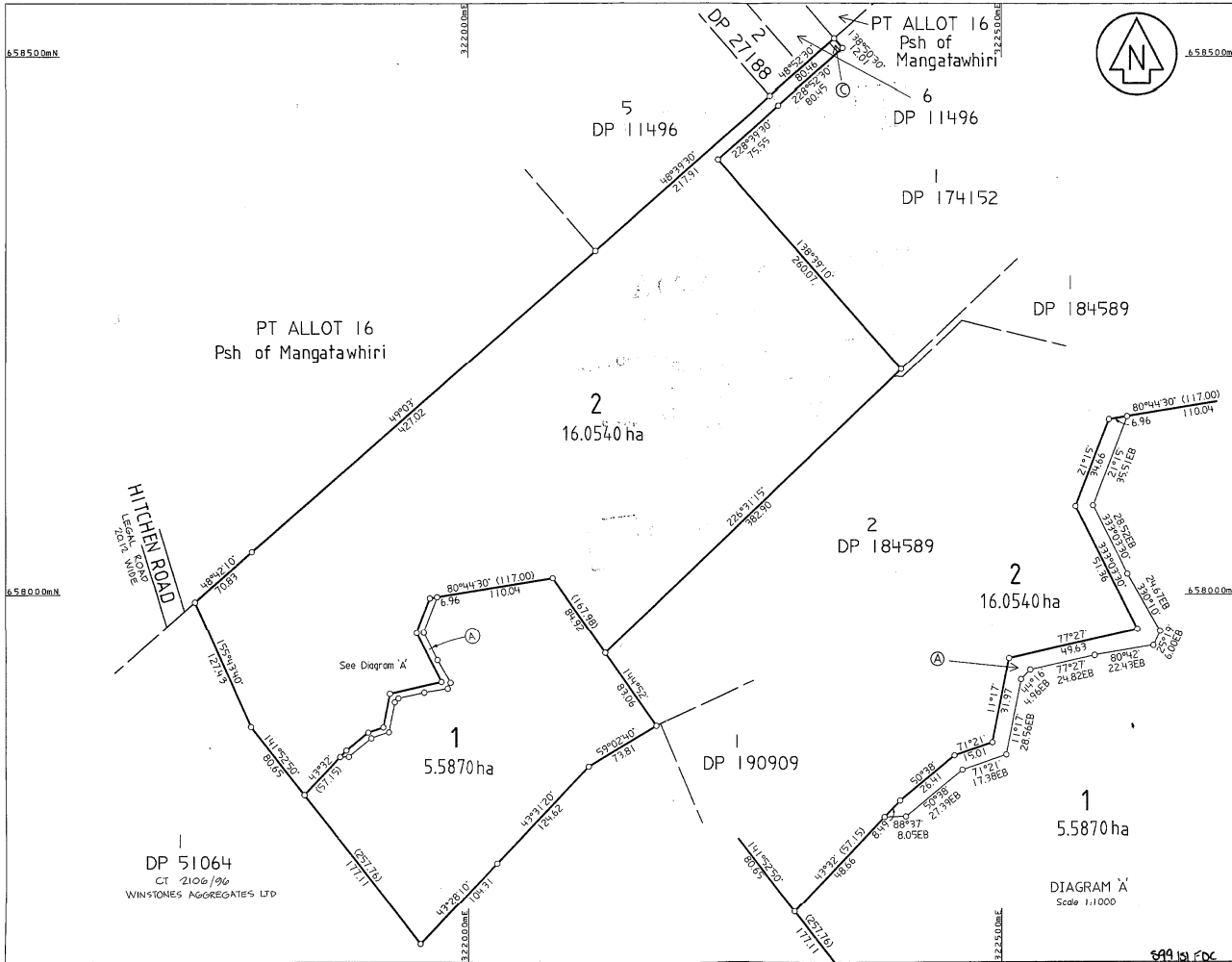
12398114.1 Resolution pursuant to Section 243(e) Resource Management Act 1991 cancelling the easement condition on plan DP 174152 described in Transfer D088573.3 - 20.2.1997 at 11:33 am

The easements created by Transfer D088573.3 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Deed D284105.6 - produced 23.6.1998 at 3.03 pm and entered 6.8.1998 at 9.00 am

Appurtenant hereto is a right of way created by Transfer D541257.3 - 14.9.2000 at 3.13 pm

The easements created by Transfer D541257.3 are subject to Section 243 (a) Resource Management Act 1991



LAND DISTRICT NORTH AUCKLAND
 SURVEY BLK. & DIST. I MARAMARUA
 NZMS 261 SHT RECORD MAP No.

PLAN OF LOTS 1 & 2 BEING A SUBDIVISION
 OF LOT 2 DP 174153

TERRITORIAL AUTHORITY FRANKLIN DISTRICT
 Surveyed by FRASER THOMAS LTD
 Scale 1 : 2500 Date NOV-DEC 1999

Approvals

I hereby certify that this plan was approved by the Franklin District Council pursuant to section 225 of the Resource Management Act 1991 on the 13th day of January 2000 subject to the granting or reserving of the easement set out in the Memorandum hereon and subject to the amalgamation condition set out hereon.

[Signature]
 (Principal Administrative Officer/Authorised Officer)

AMALGAMATION CONDITION
 That Lot 1 hereon be transferred to the owner of Lot 1 DP 51064 (CT 2106/96) and that one Certificate of Title be issued to include both parcels. See DLR ref A634690.

EXISTING EASEMENT			
Purpose	Shown	Created	
Right of Way, Electricity & Telephone	Ⓢ	D.080577.7	

MEMORANDUM OF EASEMENT			
Purpose	Shown	Servient Tenement	Dominant Tenement
Right of Way	Ⓐ	Lot 1 Hereon	Lot 2 Hereon

NEW CST ALLOCATED
 Lot 1 128B/776
 Lot 2 128B/777

Approved AKLM 97/04

Total Area 21.6410 ha
 Comprised in CT 106D/729 (All)

I, GRAHAM JOHN DONALD, Registered Surveyor and holder of an annual practising certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986, hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at PAPAETOE this 21st day of December 1999. *[Signature]*

Field Book p. Traverse Book p.
 Reference Plans

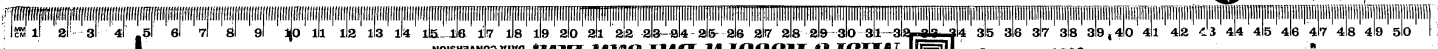
Examined Accredited Correct *[Signature]*

Approved as to Survey *[Signature]*
 21/3/2000 Chief Surveyor

Deposited this 14th day of September 2000
 for Registrar-General of Land *[Signature]*

File 83564
 Received 13 MAR 2000
 DP 199997

APPROVED AKLM 97/04





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




R.W. Muir
Registrar-General
of Land

Identifier **599274**
Land Registration District **North Auckland**
Date Issued 17 June 2013

Prior References
93913

Estate Fee Simple
Area 130.3502 hectares more or less
Legal Description Lot 2 Deposited Plan 459108
Registered Owners
Pokeno West Limited

Interests

Appurtenant to part (formerly Lot 6 DP 133200) is a water supply right created by Agreement 244193 (R 253/242) and re-registered by 252305 (R 266/318) - 13.11.1916 at 1:00 pm

Appurtenant to part (formerly Lot 6 DP 133200) are rights of way and power and telephone rights specified in Easement Certificate C125065.4 - 5.4.1990 at 10:57 am

Appurtenant to part (formerly Lot 6 DP 133200) are power and telephone rights specified in Easement Certificate C437953.1 - 8.12.1992 at 11:35 am

D348194.7 Conservation Covenant pursuant to Section 77 Reserves Act 1977 by the Franklin District Council - 14.1.1999 at 3:15 pm (affects part formerly Lot 2 DP 323377)

Subject to an electricity right (in gross) over part marked A on DP 459108 in favour of Counties Power Limited created by Transfer D694327.2 - 2.4.2002 at 9:00 am

Subject to a right to convey electricity and water over part marked G on DP 459108 created by Easement Instrument 5609239.10 - 4.6.2003 at 9:00 am

Appurtenant to part (formerly Lot 2 DP 211605) are rights of way and rights to convey electricity created by Easement Instrument 5609239.10 - 4.6.2003 at 9:00 am

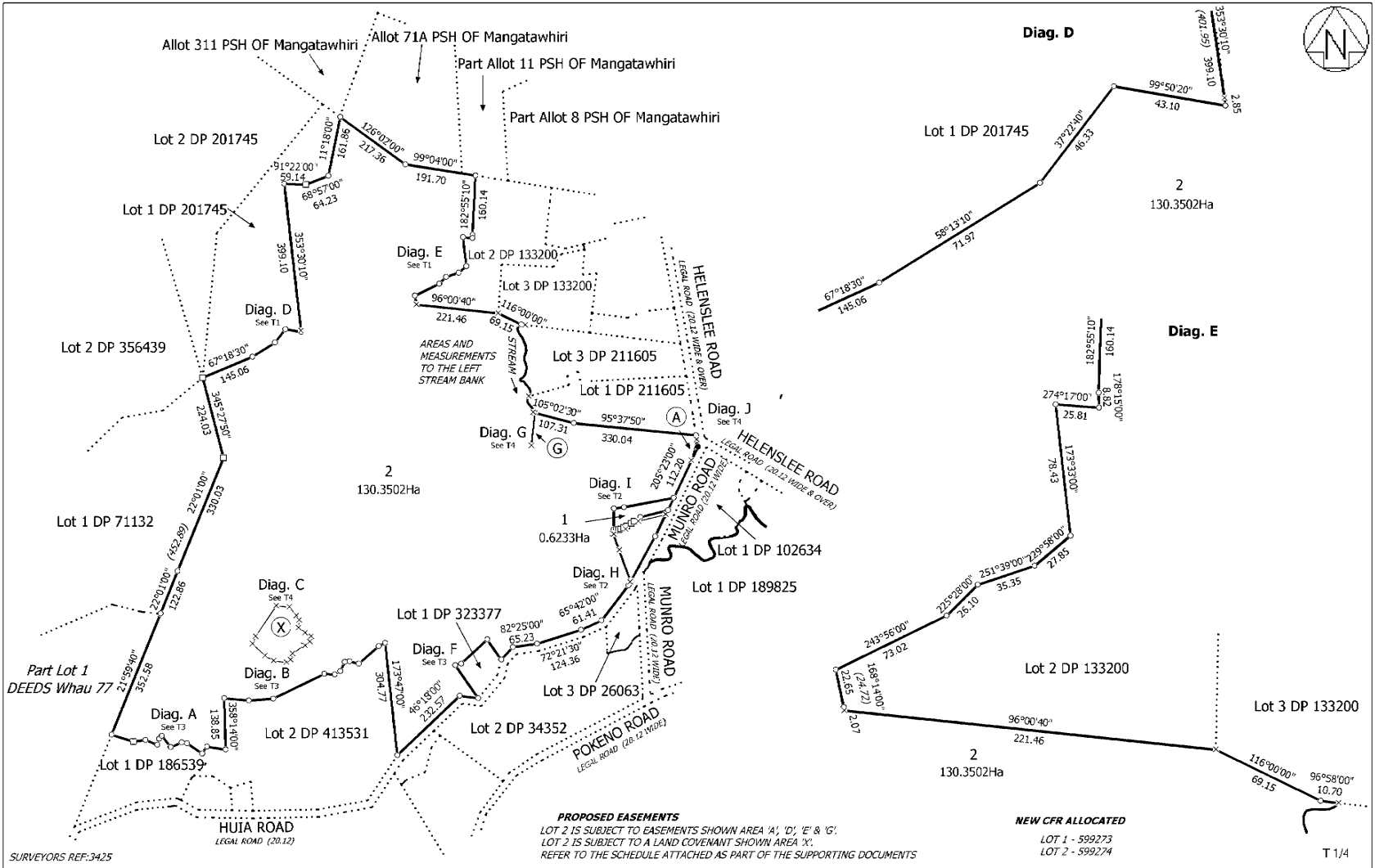
Appurtenant to part (formerly Lot 6 DP 133200) is a right of way and power and telephone easements created by Easement Instrument 5931465.4 - 12.3.2004 at 9:00 am

The power easement created by Easement Instrument 5931465.4 is subject to Section 243(a) Resource Management Act 1991 (see DP 133200)

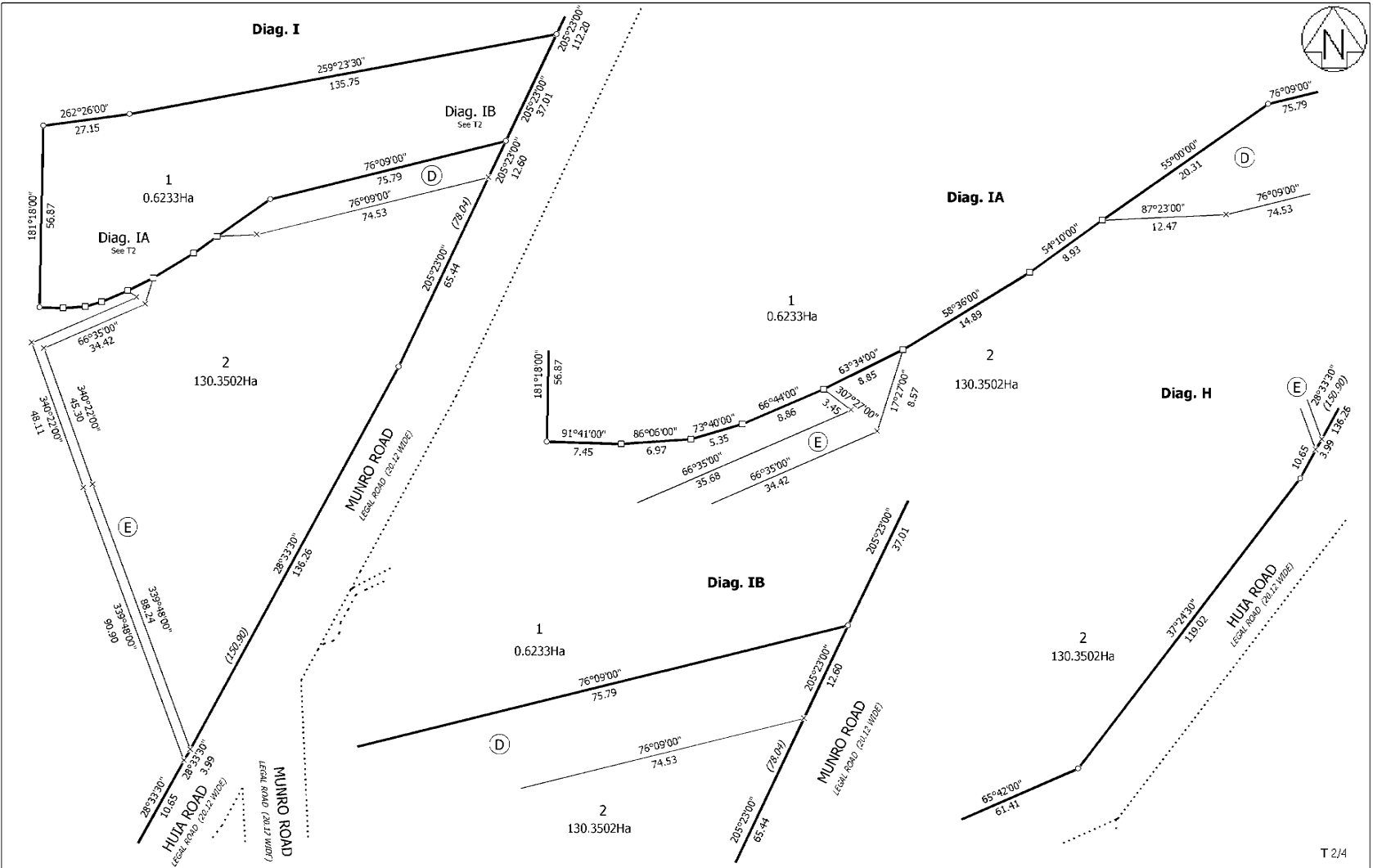
Subject to a right of way and a right to convey water, telecommunications and computer media over part marked D and a right to convey electricity over parts marked D & E on DP 459108 created by Easement Instrument 9386533.2 - 17.6.2013 at 1:27 pm

The right of way created by Easement Instrument 9386533.2 is subject to Section 243(a) Resource Management Act 1991 (see DP 459108)

13300035.4 Mortgage to ANZ Bank New Zealand Limited - 29.5.2025 at 4:15 pm

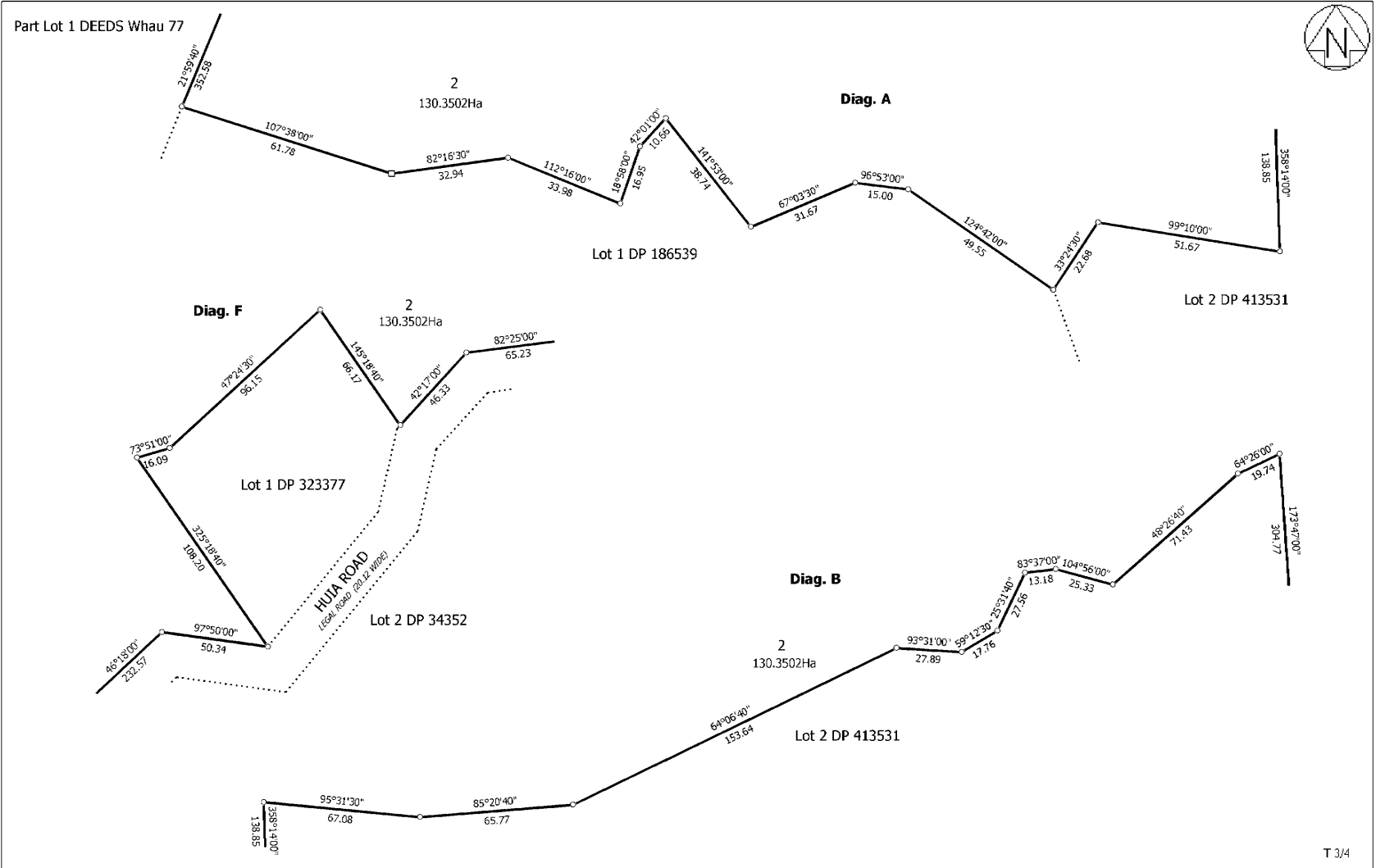


Land District North Auckland	Lots 1 and 2 being a Subdivision of Lot 2 DP 323377 and Lot 6 DP 133200	Surveyor: Ann-Maree Elizabeth Wallace	Title Plan DP 459108
Digitally Generated Plan Generated on: 17/07/2013 2:23pm Page 4 of 7	<p>PROPOSED EASEMENTS LOT 2 IS SUBJECT TO EASEMENTS SHOWN AREA 'A', 'D', 'E' & 'G'. LOT 2 IS SUBJECT TO A LAND COVENANT SHOWN AREA 'X'. REFER TO THE SCHEDULE ATTACHED AS PART OF THE SUPPORTING DOCUMENTS</p>	Firm: Tripp Andrews & Partners Ltd	NEW CFR ALLOCATED LOT 1 - 599273 LOT 2 - 599274 T 1/4



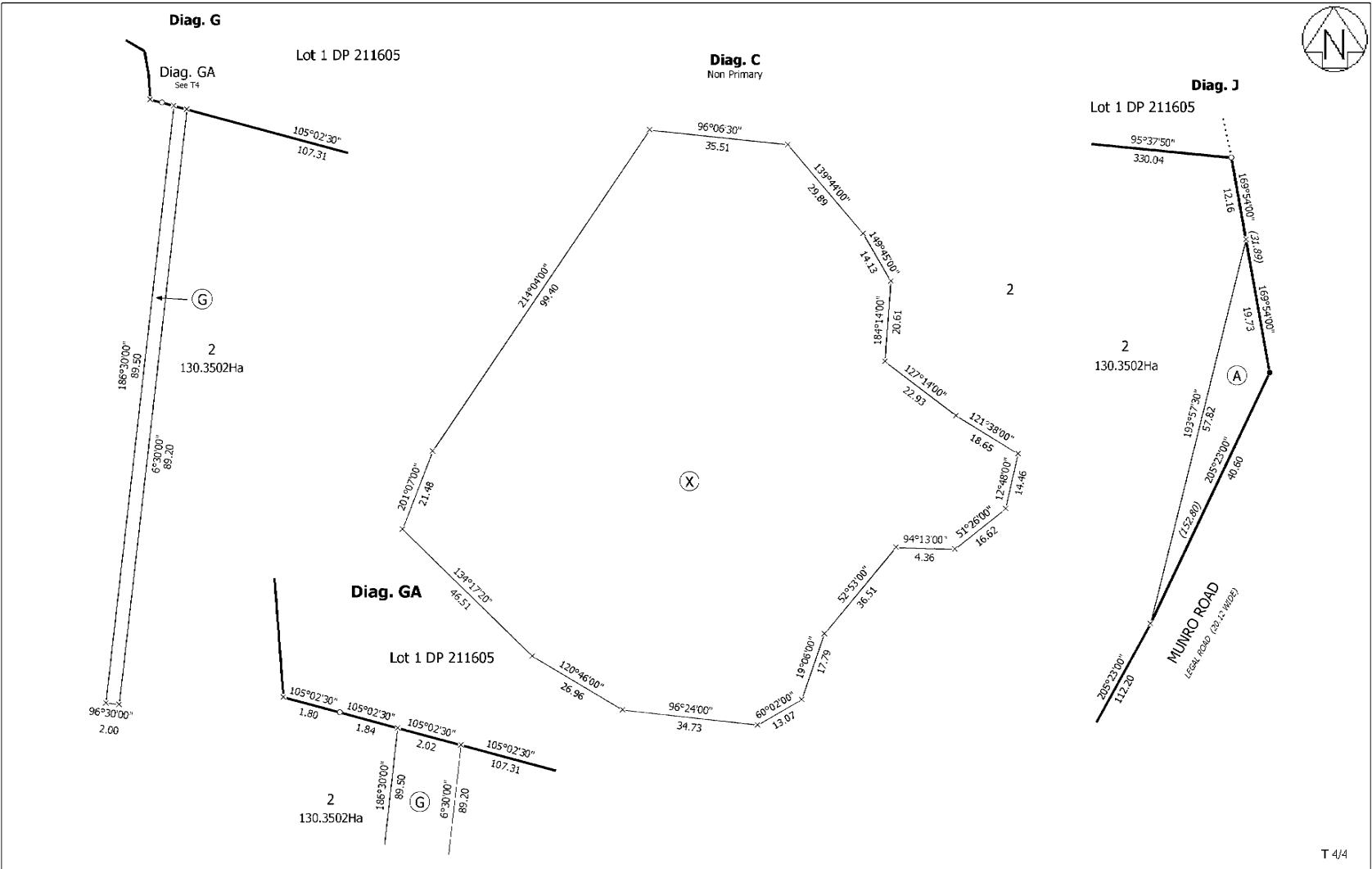
T 2/4

Land District North Auckland	Lots 1 and 2 being a Subdivision of Lot 2 DP 323377 and Lot 6 DP 133200	Surveyor: Ann-Maree Elizabeth Wallace	Title Plan DP 459108
Digitally Generated Plan Generated on: 17/07/2013 2:23pm Page 5 of 7		Firm: Tripp Andrews & Partners Ltd	Deposited on: 17/06/2013



T 3/4

<p>Land District North Auckland</p> <p>Digitally Generated Plan Generated on: 17/07/2013 2:23pm Page 6 of 7</p>	<p>Lots 1 and 2 being a Subdivision of Lot 2 DP 323377 and Lot 6 DP 133200</p>	<p>Surveyor: Ann-Maree Elizabeth Wallace Firm: Tripp Andrews & Partners Ltd</p>	<p>Title Plan DP 459108 Deposited on: 17/06/2013</p>
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Land District North Auckland Digitally Generated Plan Generated on: 17/07/2013 2:23pm Page 7 of 7	Lots 1 and 2 being a Subdivision of Lot 2 DP 323377 and Lot 6 DP 133200	Surveyor: Ann-Maree Elizabeth Wallace Firm: Tripp Andrews & Partners Ltd	Title Plan DP 459108 Deposited on: 17/06/2013
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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier **NA108B/664**
Land Registration District **North Auckland**
Date Issued 22 October 1996

Prior References

NA78B/941 NA78B/942

Estate Fee Simple
Area 1.5818 hectares more or less
Legal Description Lot 2 Deposited Plan 176087
Registered Owners
West Pokeno Limited

Interests

Appurtenant hereto are water supply rights created by Agreement 244193 (253/422)

Appurtenant hereto are water supply rights created by Agreement 252305 (R266/318)

Appurtenant hereto is a drainage right specified in Easement Certificate C125065.4 (affects part formerly in CT NA78B/942)

Subject to a power supply right over parts marked F and G on DP 176087 specified in Easement Certificate C125065.4

The easements specified in Easement Certificate C125065.4 are subject to Section 309 (1) (a) Local Government Act 1974
12312978.4 Mortgage to Yes Investment NZ Limited - 17.12.2021 at 11:46 am



Approved
K. C. Birch
 K. C. BIRCH
 B. R. DUNSMUIR
J. T. Calder
 J. T. CALDER
V. A. Dunsmuir
 V. A. DUNSMUIR

APPROVED PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE ... DAY OF ... 1996

THE COMMON SEAL OF THE FRANKLIN DISTRICT COUNCIL IS AFFIXED HERETO IN THE PRESENCE OF :



..... MAYOR
 CHIEF EXECUTIVE OFFICER

EXISTING EASEMENTS		
PURPOSE	SHOWN	CREATED BY
RIGHT OF WAY, POWER AND TELEPHONE	(B)	C186990, C193411, 2, C394944, C6379532, C704010, C705815, 2
RIGHT OF WAY	(H)	C186990, C193411, 2 & C394944, 1
WATER SUPPLY	(L) (M)	252305 (R2667318)
POWER SUPPLY	(F)	C. 394944, 1
POWER SUPPLY	(G)	C. 177549, 1

NEW C'ST ALLOCATED
 LOT 1: CT 108 B/663
 LOT 2: CT 108 B/664

Total Area 6.5195 ha
 Comprised in CT 788/941 (ALL)
 CT 788/942 (ALL)

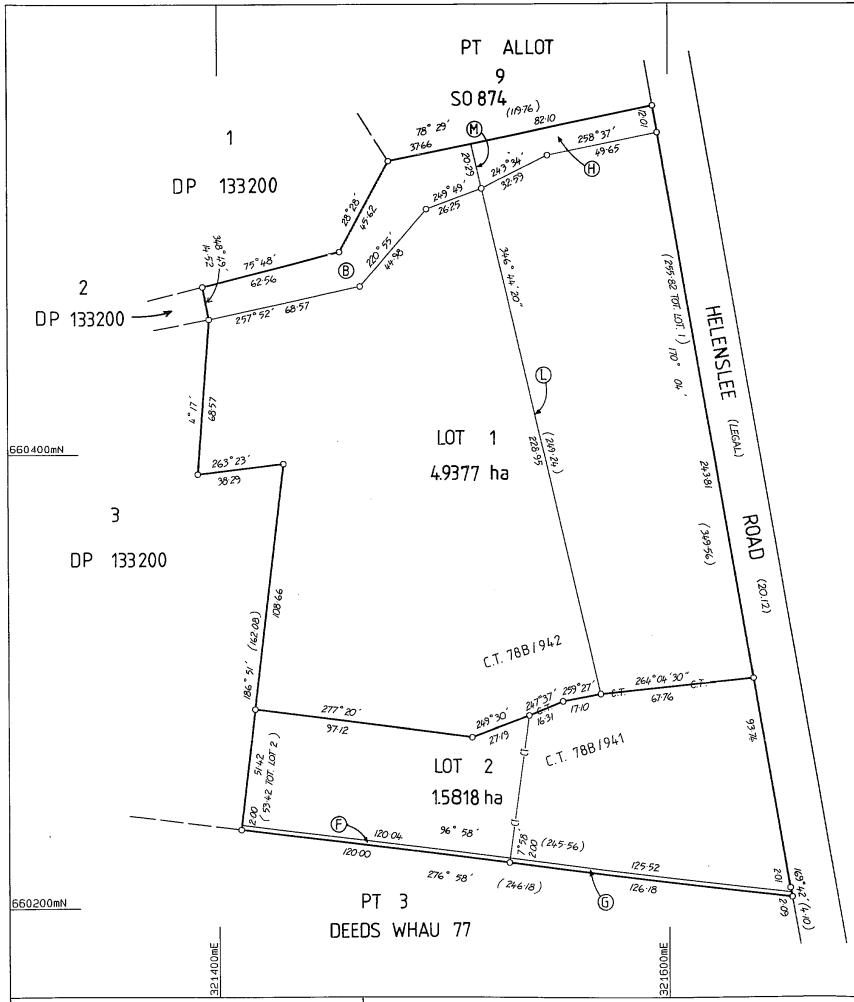
I, KEVIN CHARLES BIRCH
 Registered Surveyor and holder of an annual practising certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986 hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof, dated at ... this ... day of ... 1996
 Signature: *K. Birch*
 Field Book p. ... Traverse Book p. ...
 Reference Plans ...
 Examined: *Anna J. Angere* Correct *Anna J. Angere*

Approved as to Survey *W. L. Wick*
 ... 31.10.1996 Deputy Chief Surveyor

Deposited this 22nd day of October 1996
John District Land Registrar

File 519
 Received 24 JUL 1996
 Instructions DP 176087

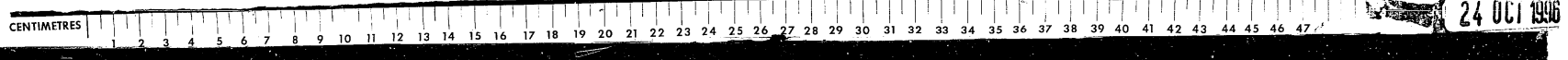
APPROVED AKLM 96/104



LAND DISTRICT NORTH AUCKLAND
 SURVEY BLK. & DIST. XIII OPAHEKE
 NZMS 261 SHT RECORD MAP No AS ABOVE

LOTS 1 & 2 BEING SUBDIVISION OF LOTS 4 & 5 DP 133200.

TERRITORIAL AUTHORITY FRANKLIN DISTRICT
 Surveyed by K. C. BIRCH SURVEYORS
 Scale 1 : 1250 Date MAY 1996



24 OCT 1996



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




R.W. Muir
Registrar-General
of Land

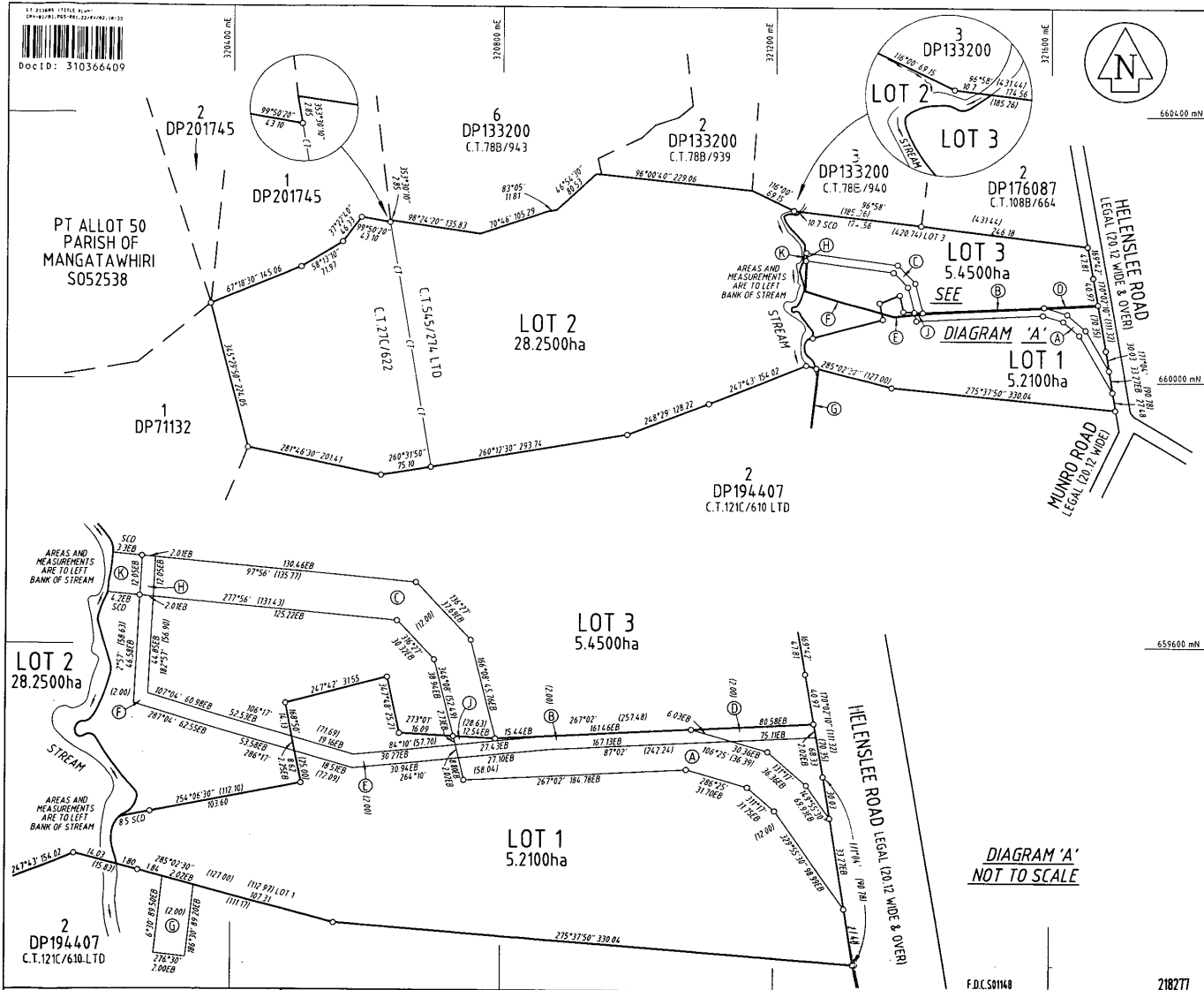
Identifier NA139C/495
Land Registration District North Auckland
Date Issued 04 June 2003

Prior References
NA545/274

Estate Fee Simple
Area 5.2100 hectares more or less
Legal Description Lot 1 Deposited Plan 211605
Registered Owners
West Pokeno Limited

Interests

Subject to a right of way over parts marked A, B and J, and a right to convey electricity over parts marked B, D and E on DP 211605 created by Easement Instrument 5609239.10 - 4.6.2003 at 9:00 am
Appurtenant hereto is a right to convey electricity and water created by Easement Instrument 5609239.10 - 4.6.2003 at 9:00 am
12321769.4 Mortgage to Yes Investment NZ Limited - 17.12.2021 at 4:05 pm
13277741.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by His Majesty the King - 14.4.2025 at 10:57 am



Approvals		REGISTERED OWNERS	
		E. G. Brown E.G. BROWN	
I HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE FRANKLIN DISTRICT COUNCIL PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE 28 TH DAY OF MARCH, 2002, AND THAT THE OWNERS HAVE ENTERED INTO A COVENANT PURSUANT TO SECTION 220(2)(a) OF THE SAID ACT (SEE A 636150)			
		[Signature] AUTHORISED OFFICER	
PROPOSED EASEMENTS			
PURPOSE	SERVIENT TENEMENT	SHOWN	DOMINANT TENEMENT
RIGHT OF WAY	LOT 1	(A)(B)(J)	LOT 2
	LOT 3	(H)(C)(K)	
RIGHT TO CONVEY ELECTRICITY	LOT 1	(B)(D)(E)	LOTS 2&3
	LOT 3	(F)(H)(K)	LOT 2
RIGHT TO CONVEY ELECTRICITY & WATER	LOT 2	(G)	LOT 1
	DP194407 C.T.121C/610 LTD		
COVENANT CONDITION			
THAT THE OWNERS OF LOT 2 HEREON AND THE LAND IN C.T.121C/610 SHALL NOT, WITHOUT THE CONSENT OF COUNCIL, TRANSFER OR LEASE ANY OF THOSE PARCELS OR ANY PART THEREOF EXCEPT IN CONJUNCTION WITH THE OTHER OR OTHERS. (A636150)			
THE FRANKLIN DISTRICT COUNCIL HEREBY CERTIFIES THAT NO PART OF A LEGAL ROAD IS INCLUDED WITHIN THE AREA UNDER SURVEY ON THIS PLAN			
		[Signature] AUTHORISED OFFICER	
CLASS OF SURVEY = CLASS III			
NEW C's T ALLOCATED			
LOT 1 C.T.139C/495 LOT 2 C.T.139C/496			
LOT 3 C.T.139C/497			
Total Area		38.9100ha	
Comprised in C.T.545/274 LTD.(ALL)			
C.T.27C/622 (ALL), C.T.121C/610 LTD.(EASEMENT ONLY)			
I, JOHN MELVILLE GASSON OF PUKOHU being a person entitled to practise as a Registered Surveyor, certify that:			
(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1998.			
(b) This dataset is accurate, and has been created in accordance with that Act and those Regulations.			
Dated at PUKOHU this 28 th day of April 2002			
		[Signature] Signature	
Field Book	p	Traverse Book	p
Reference Plans			
Examined	[Signature]	Cassett	Accredited
Approved as to Survey	[Signature] Chief Surveyor		
Deposited this	15/4/2002	day of	20
	4.6.2003		
File Received Instructions	-9 APR 2002		
	DP211605		

LAND DISTRICT NORTH AUCKLAND
 Survey Blk. & Dist.
 NZMS 261 Sheet Record Map No.

LOTS 1, 2 & 3 BEING A SUBDIVISION OF
 PT LOT 3 DEEDS WHAU 77 AND LOT 2 DP71132
 AND EASEMENT OVER LOT 2 DP194407

TERRITORIAL AUTHORITY FRANKLIN DISTRICT COUNCIL
 Surveyed by THE SURVEYING COMPANY
 Scale 1:4000 Date FEBRUARY 2002



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




R.W. Muir
Registrar-General
of Land

Identifier NA139C/497
Land Registration District North Auckland
Date Issued 04 June 2003

Prior References
NA545/274

Estate Fee Simple
Area 5.4500 hectares more or less
Legal Description Lot 3 Deposited Plan 211605
Registered Owners
West Pokeno Limited

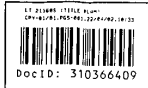
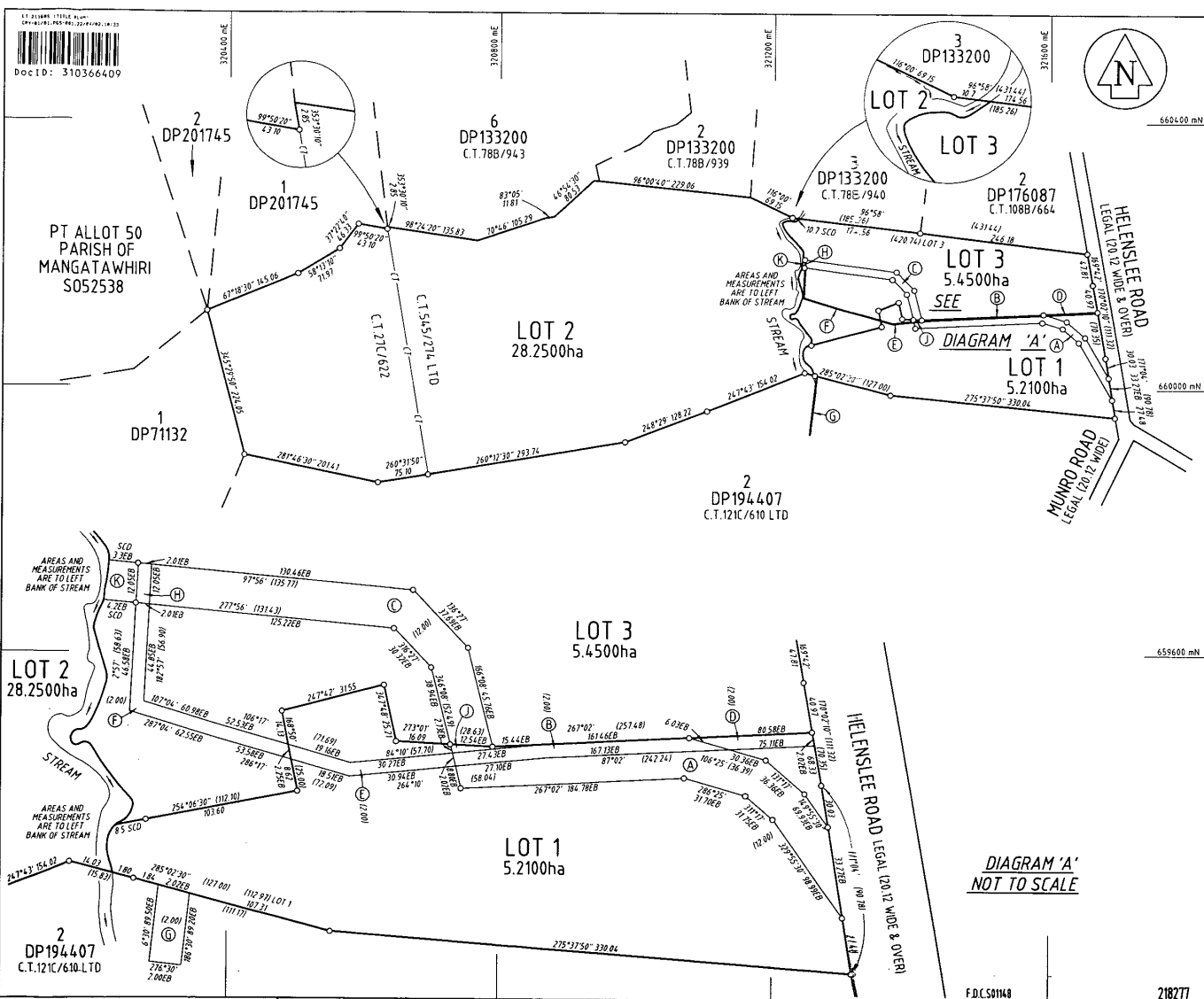
Interests

Subject to a right of way over parts marked H, C and K, and a right to convey electricity over parts marked F, H and K on DP 211605 created by Easement Instrument 5609239.10 - 4.6.2003 at 9:00 am

Appurtenant hereto is a right to convey electricity created by Easement Instrument 5609239.10 - 4.6.2003 at 9:00 am

12321769.4 Mortgage to Yes Investment NZ Limited - 17.12.2021 at 4:05 pm

13277741.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by His Majesty the King - 14.4.2025 at 10:57 am



Doc ID: 310366409

PT ALLOT 50
PARISH OF
MANGATAWHIRI
S052538

LOT 2
28.2500ha

LOT 2
28.2500ha

LOT 3
5.4500ha

LOT 1
5.2100ha

DIAGRAM 'A'
NOT TO SCALE

LAND DISTRICT NORTH AUCKLAND
Survey Blk. & Dist.
NZMS 261 Sheet Record Map No.

LOTS 1, 2 & 3 BEING A SUBDIVISION OF
PT LOT 3 DEEDS WHAU 77 AND LOT 2 DP71132
AND EASEMENT OVER LOT 2 DP194407

TERRITORIAL AUTHORITY FRANKLIN DISTRICT COUNCIL
Surveyed by THE SURVEYING COMPANY
Scale 1:4000 Date FEBRUARY 2002

Approvals REGISTERED OWNERS
E. G. Brown
E.G. BROWN

I HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE FRANKLIN DISTRICT COUNCIL PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE 28TH DAY OF MARCH, 2002, AND THAT THE OWNERS HAVE ENTERED INTO A COVENANT PURSUANT TO SECTION 220(2)(a) OF THE SAID ACT (SEE A 636150)

AUTHORISED OFFICER

PROPOSED EASEMENTS			
PURPOSE	SERVIENT TENEMENT	SHOWN	DOMINANT TENEMENT
RIGHT OF WAY	LOT 1	(A)(B)(J)	LOT 2
	LOT 3	(H)(C)(K)	
RIGHT TO CONVEY ELECTRICITY	LOT 1	(B)(D)(E)	LOTS 2&3
	LOT 3	(F)(H)(K)	
RIGHT TO CONVEY ELECTRICITY & WATER	LOT 2	(G)	LOT 1
	DP194407 C.T.121C/610 LTD	(I)	

COVENANT CONDITION
THAT THE OWNERS OF LOT 2 HEREON AND THE LAND IN C.T.121C/610 SHALL NOT, WITHOUT THE CONSENT OF COUNCIL, TRANSFER OR LEASE ANY OF THOSE PARCELS OR ANY PART THEREOF EXCEPT IN CONJUNCTION WITH THE OTHER OR OTHERS. (A636150)

THE FRANKLIN DISTRICT COUNCIL HEREBY CERTIFIES THAT NO PART OF A LEGAL ROAD IS INCLUDED WITHIN THE AREA UNDER SURVEY ON THIS PLAN

AUTHORISED OFFICER

CLASS OF SURVEY = CLASS III

NEW C's T ALLOCATED
LOT 1 C.T.139C/495 LOT 2 C.T.139C/496
LOT 3 C.T.139C/497

Total Area 38.9100ha
Comprised in C.T.545/274 LTD.(ALL)
C.T.27C/622 (ALL), C.T.121C/610 LTD.(EASEMENT ONLY)

JOHN MELVILLE GASSON OF PUNEKOE
being a person entitled to practise as a Registered Surveyor,
certify that -
(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1998.
(b) This dataset is accurate, and has been created in accordance with that Act and those Regulations.
Dated at PUNEKOE this 28th day of April 2002

Signature

Field Book p Traverse Book p
Reference Plans
Examined by [Signature] Correct Accredited

Approved as to Survey
15/4/2002 [Signature] Chief Surveyor

Deposited this day of 20
4.6.2003
File Received Instructions
9 APR 2002
DP211605



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




R. W. Muir
Registrar-General
of Land

Identifier 811242
Land Registration District North Auckland
Date Issued 10 September 2018

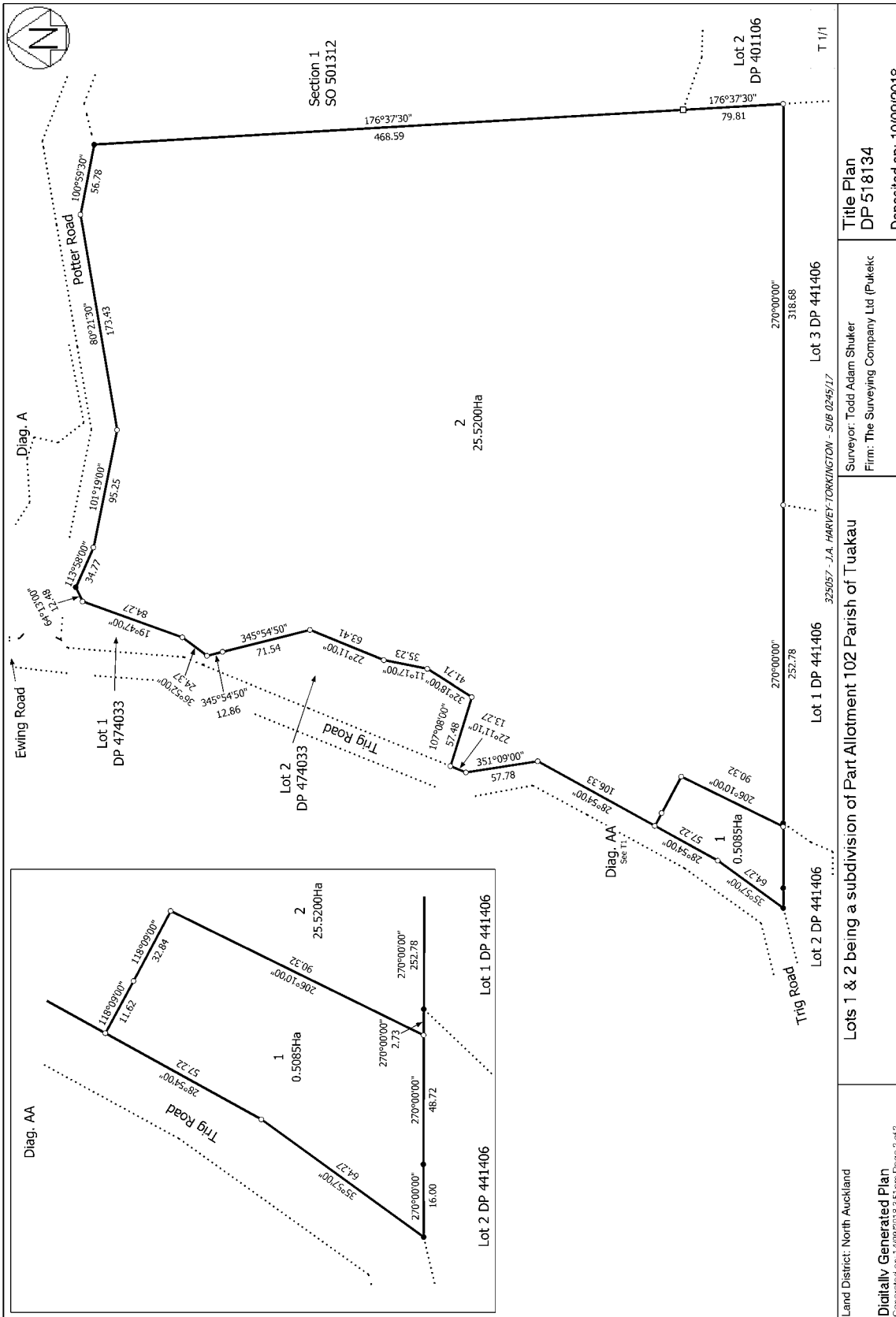
Prior References
NA58D/407

Estate Fee Simple
Area 25.5200 hectares more or less
Legal Description Lot 2 Deposited Plan 518134

Registered Owners
New Zealand Health Food Park Limited

Interests

11219476.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 10.9.2018 at 12:54 pm





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




R. W. Muir
Registrar-General
of Land

Identifier **549470**
Land Registration District **North Auckland**
Date Issued 23 December 2014

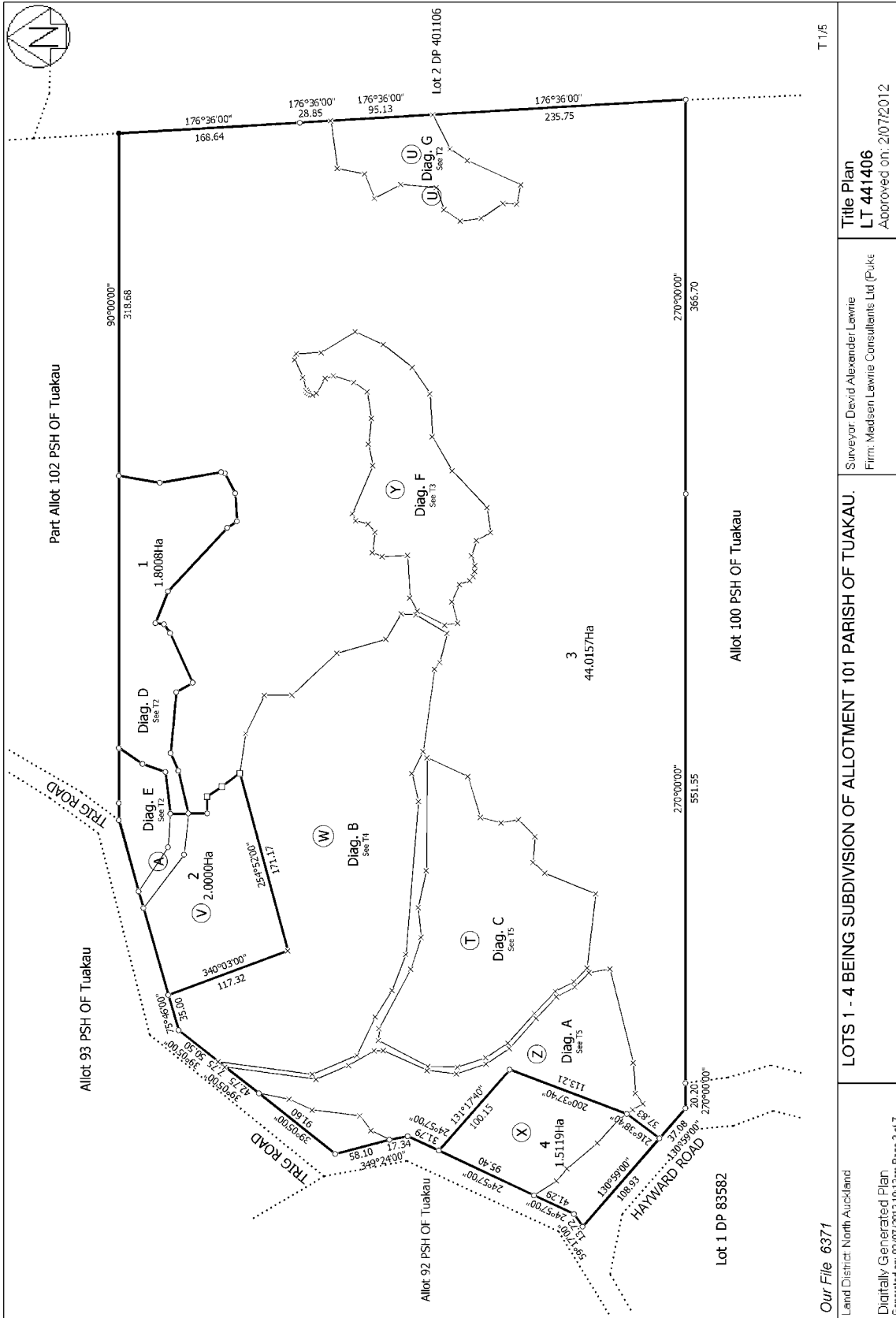
Prior References
NA46C/176

Estate Fee Simple
Area 44.0157 hectares more or less
Legal Description Lot 3 Deposited Plan 441406

Registered Owners
Yes Investment NZ Limited

Interests

9821779.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 23.12.2014 at 3:26 pm
9821779.2 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 23.12.2014 at 3:26 pm
9914917.1 Encumbrance to Waikato District Council - 27.1.2015 at 5:16 pm
13379762.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Watercare Services Limited -
12.8.2025 at 3:23 pm



Our File 6371

Land District: North Auckland
 Digitally Generated Plan
 Generated on: 02/07/2012 10:13am Page 3 of 7

LOTS 1 - 4 BEING SUBDIVISION OF ALLOTMENT 101 PARISH OF TUAKAU.

Surveyor: David Alexander Lawrie
 Firm: Madisen Lawrie Consultants Ltd (Puke)

Title Plan
 LT 441406
 Approved on: 2/07/2012

T 1/5



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




R. W. Muir
Registrar-General
of Land

Identifier **549471**
Land Registration District **North Auckland**
Date Issued 23 December 2014

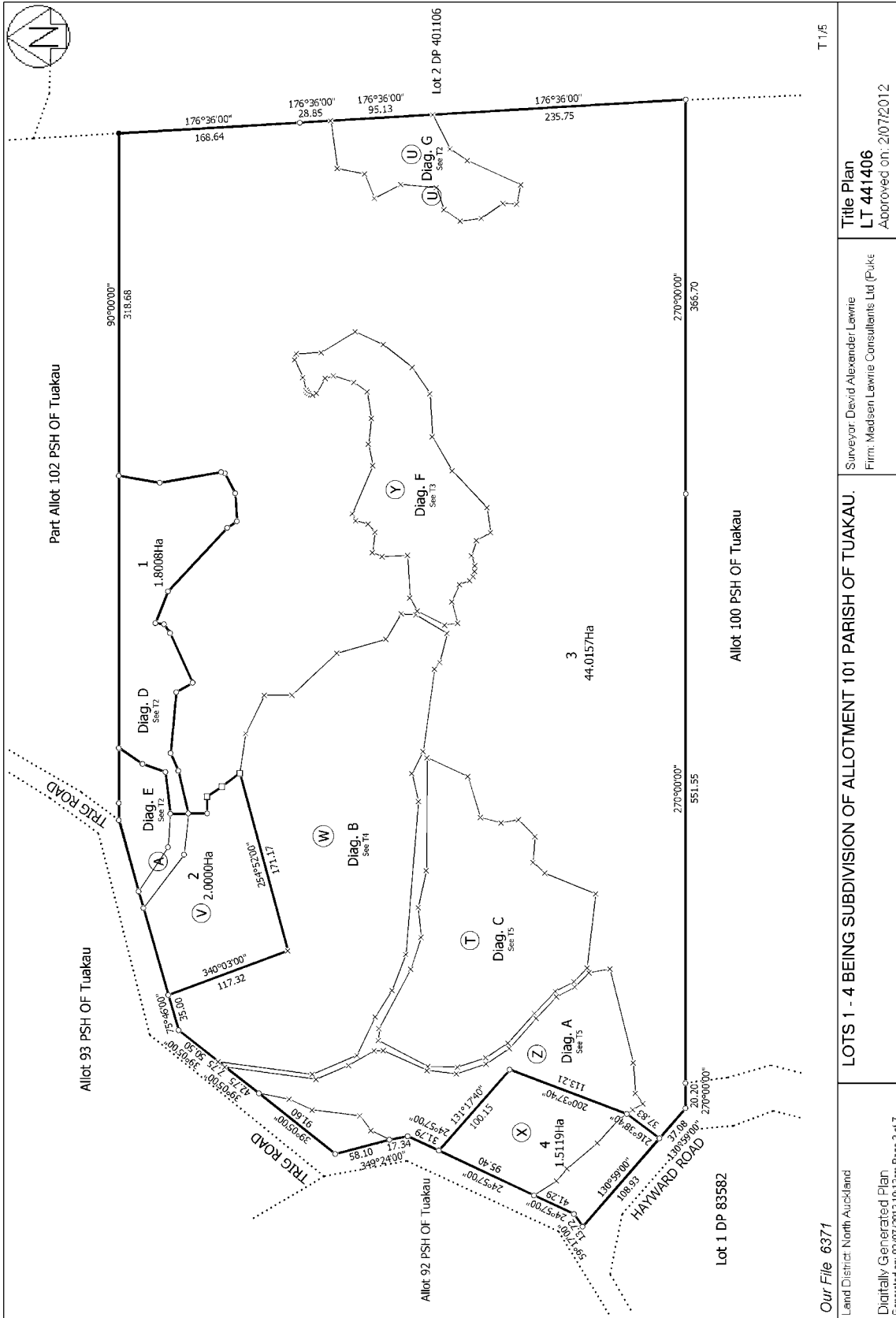
Prior References
NA46C/176

Estate Fee Simple
Area 1.5119 hectares more or less
Legal Description Lot 4 Deposited Plan 441406

Registered Owners
Yes Investment NZ Limited

Interests

9821779.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 23.12.2014 at 3:26 pm
9821779.2 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 23.12.2014 at 3:26 pm
9914917.1 Encumbrance to Waikato District Council - 27.1.2015 at 5:16 pm
Land Covenant (in gross) in favour of Watercare Services Limited created by Covenant Instrument 12311214.3 -
22.12.2021 at 8:39 am
12311214.4 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Watercare Services Limited -
22.12.2021 at 8:39 am



Our File 6371

Land District: North Auckland
Digitally Generated Plan
Generated on: 02/07/2012 10:13am Page 3 of 7

LOTS 1 - 4 BEING SUBDIVISION OF ALLOTMENT 101 PARISH OF TUAKAU.

Surveyor: David Alexander Lawrie
Firm: Madisen Lawrie Consultants Ltd (Puke)

Title Plan
LT 441406
Approved on: 2/07/2012

T 1/5



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




R. W. Muir
Registrar-General
of Land

Identifier **659109**
Land Registration District **North Auckland**
Date Issued 22 July 2019

Prior References
NA108B/891

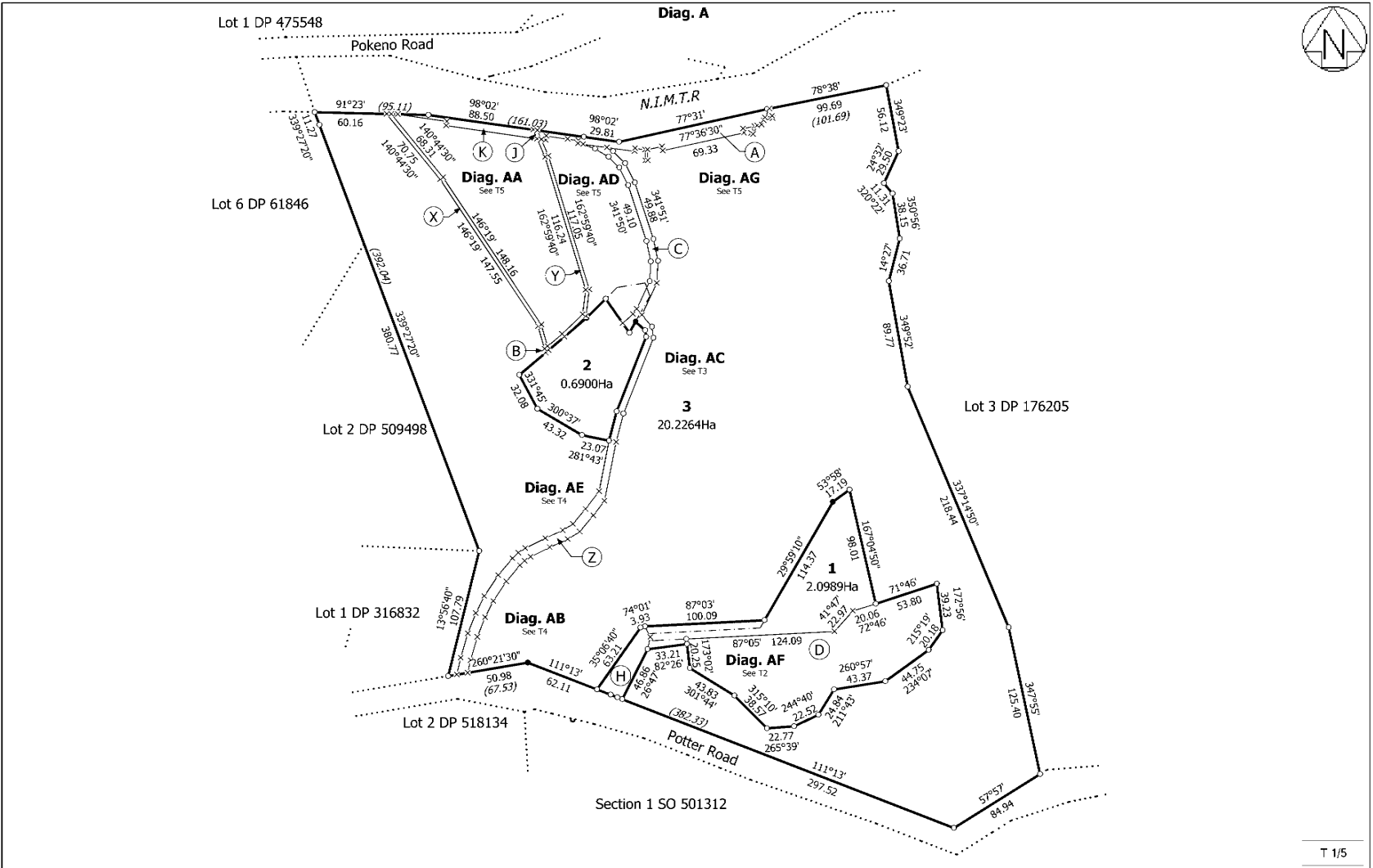
Estate Fee Simple
Area 6900 square metres more or less
Legal Description Lot 2 Deposited Plan 476640

Registered Owners
Todd Michael Cooke and Angela Michelle Cooke

Interests

Appurtenant hereto is a right of way, and a right to convey electricity and telecommunications created by Easement Instrument 11500660.5 - 22.7.2019 at 11:36 am

The easements created by Easement Instrument 11500660.5 are subject to Section 243 (a) Resource Management Act 1991



T 1/5

Land District: North Auckland	Lots 1-3 being subdivision of Lots 4-6 DP 176205	Surveyor: Toni Margaret Hill	Title Plan
Digitally Generated Plan Generated on: 10/12/2018 09:52am Page 3 of 7		Firm: Birch Surveyors Ltd	LT 476640 Approved on: 10/12/2018



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




R.W. Muir
Registrar-General
of Land

Identifier **659110**
Land Registration District **North Auckland**
Date Issued 22 July 2019

Prior References

NA108B/890 NA108B/891

Estate Fee Simple
Area 20.2264 hectares more or less
Legal Description Lot 3 Deposited Plan 476640

Registered Owners

Yes Investment NZ Limited

Interests

Subject to a right of way over the within land created by Conveyance 252834 (R.271/39) - 11.12.1916 at 3:00 pm

Subject to a right (in gross) to an electricity easement over part marked A, J and K on DP 476640 in favour of Counties Power Limited created by Transfer D670609.2 - 4.1.2002 at 9:00 am

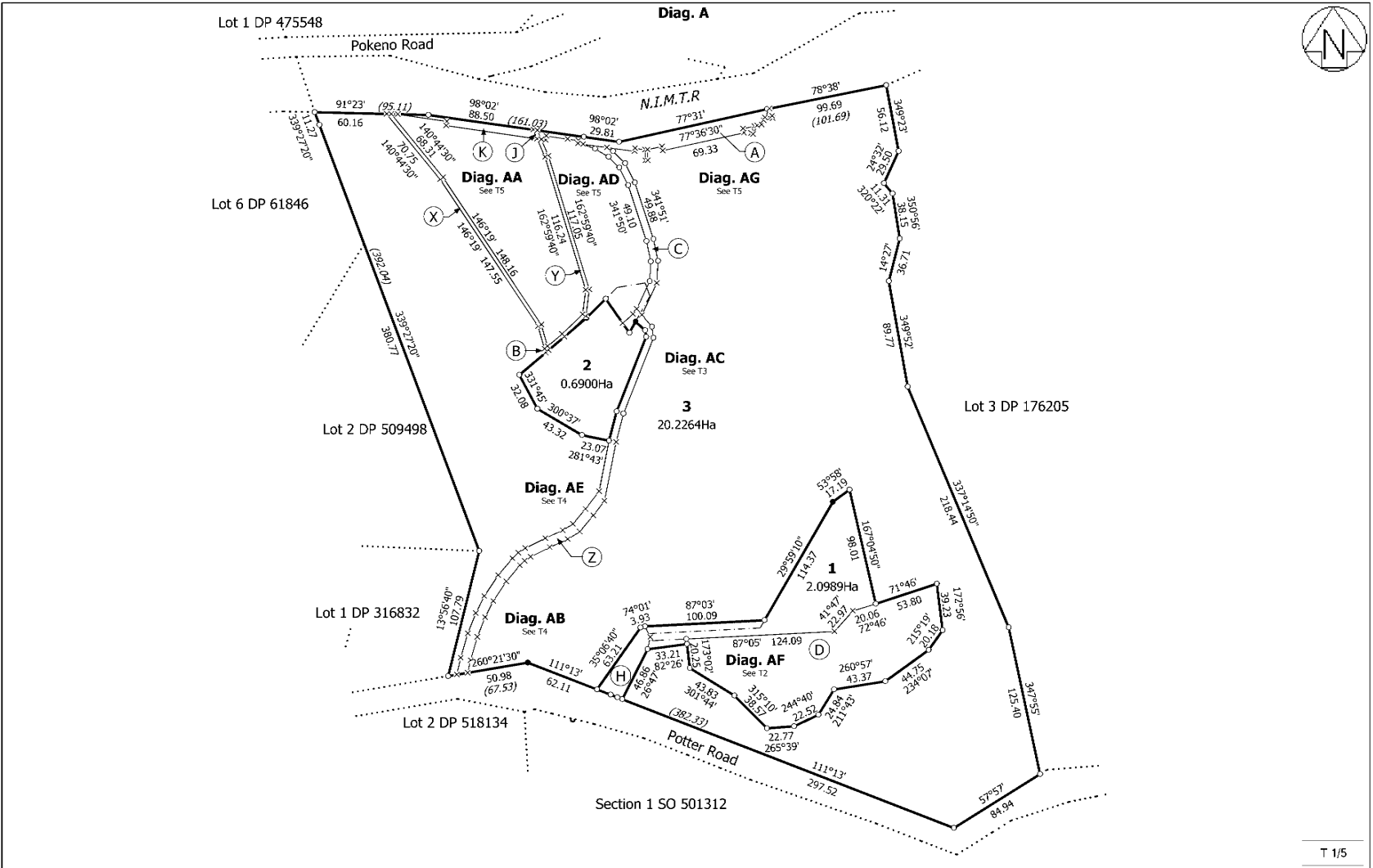
11500660.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 22.7.2019 at 11:36 am

Subject to a right of way over part marked Z, a right to convey electricity over part marked B and X, and a right to convey telecommunications over part marked B, J and Y all on DP 476640 created by Easement Instrument 11500660.5 - 22.7.2019 at 11:36 am

Appurtenant hereto is a right to convey electricity and telecommunications created by Easement Instrument 11500660.5 - 22.7.2019 at 11:36 am

Some of the easements created by Easement Instrument 11500660.5 are subject to Section 243 (a) Resource Management Act 1991 (See DP 476640)

Subject to a right (in gross) of way over part marked C and Z on DP 476640 in favour of Counties Power Limited created by Easement Instrument 11500660.6 - 22.7.2019 at 11:36 am



T 1/5

Land District: North Auckland	Lots 1-3 being subdivision of Lots 4-6 DP 176205	Surveyor: Toni Margaret Hill	Title Plan
Digitally Generated Plan Generated on: 10/12/2018 09:52am Page 3 of 7		Firm: Birch Surveyors Ltd	LT 476640 Approved on: 10/12/2018



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




R. W. Muir
Registrar-General
of Land

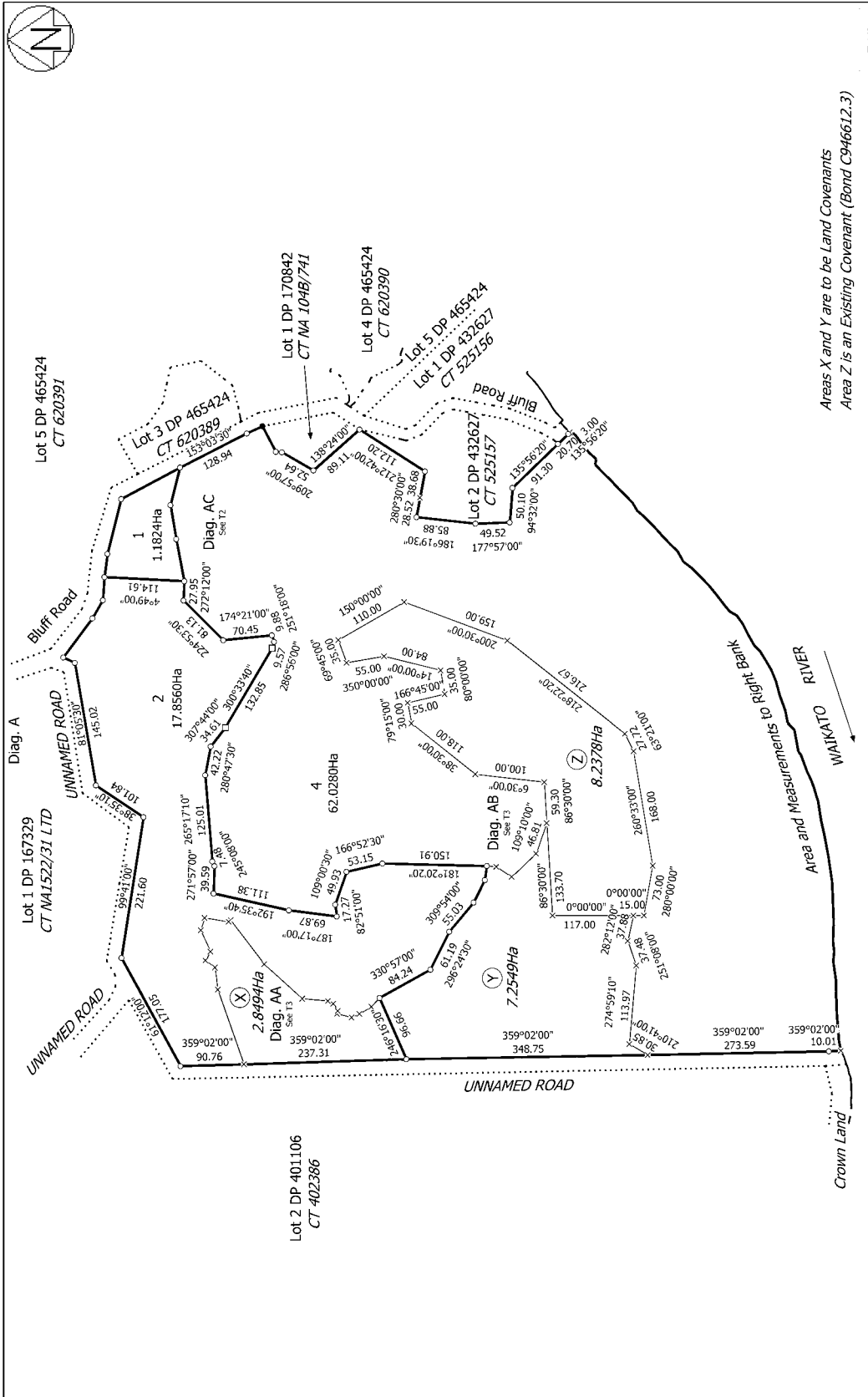
Identifier 660161
Land Registration District North Auckland
Date Issued 06 March 2017

Prior References
NA105B/43

Estate Fee Simple
Area 1.1824 hectares more or less
Legal Description Lot 1 Deposited Plan 476886

Registered Owners
New Zealand Health Food Park Limited

Interests



Areas X and Y are to be Land Covenants
Area Z is an Existing Covenant (Bond C946612.3)

T.13

<p>Land District: North Auckland Digitally Generated Plan Generated on: 30/07/2014 10:4am Page 3 of 5</p>	<p>Lots 1.2.4 Being Subdivision of Lot 1 DP 173053, Allotments 61 and 64 Parish of Maungatawhiri</p>	<p>Surveyor: Douglas Grant Okfield Firm: Madsen Lawrie Consultants Ltd (Puk)</p>	<p>Title Plan LT 476886 Approved on: 30/07/2014</p>
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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier **660162**
Land Registration District **North Auckland**
Date Issued 06 March 2017

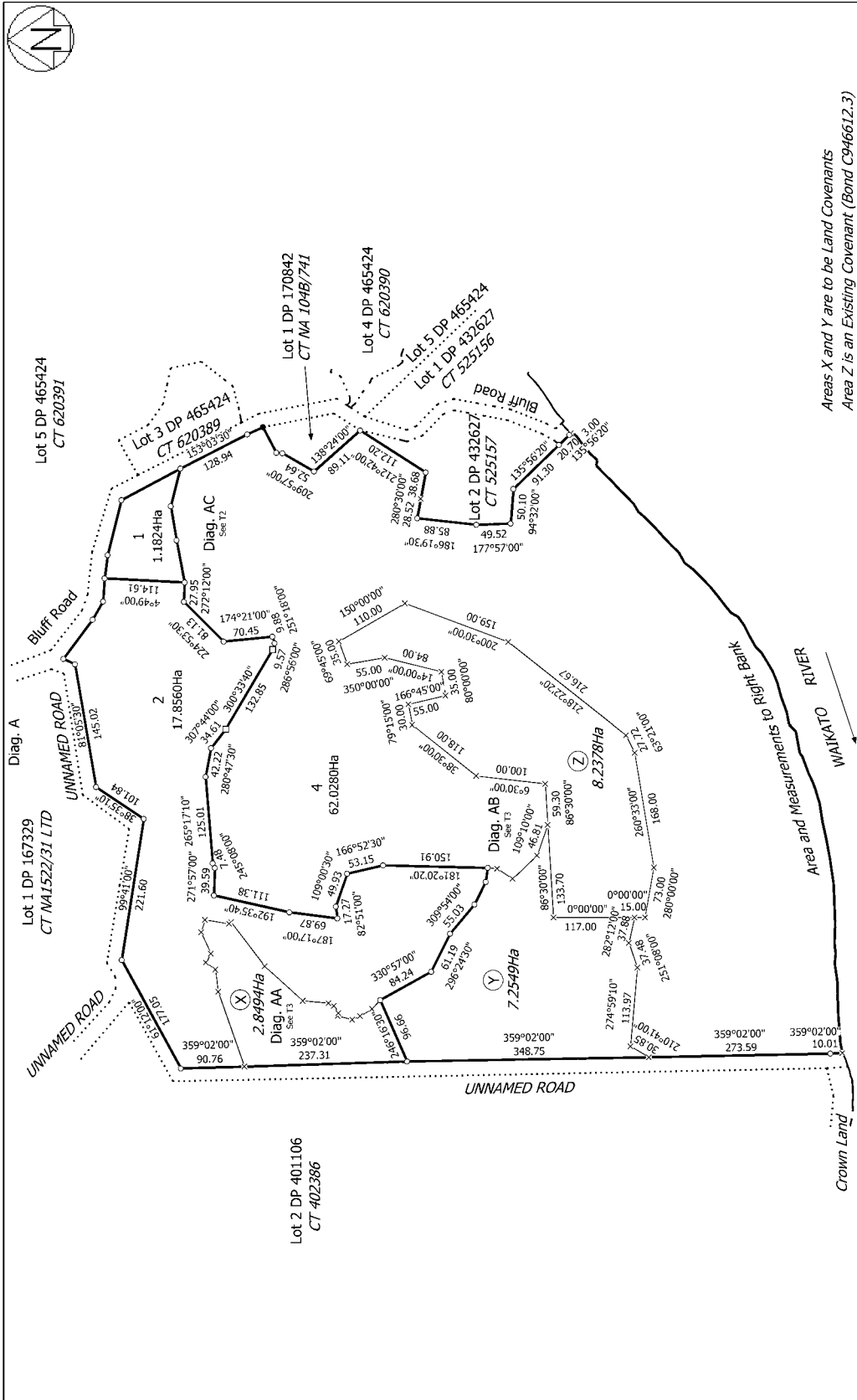
Prior References
NA105B/43

Estate Fee Simple
Area 17.8560 hectares more or less
Legal Description Lot 2 Deposited Plan 476886

Registered Owners
New Zealand Health Food Park Limited

Interests

10691561.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 6.3.2017 at 9:02 am
10691561.5 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 6.3.2017 at 9:02 am



T.13

Areas X and Y are to be Land Covenants
Area Z is an Existing Covenant (Bond C946612.3)

Title Plan
LT 476886
Approved on: 30/07/2014

Surveyor: Douglas Grant Okfield
Firm: Madsen Lawrie Consultants Ltd (Puk)

Lots 1.2.4 Being Subdivision of Lot 1 DP 173053, Allotments 61 and 64 Parish of Maungatawhiri

Land District: North Auckland
Digitally Generated Plan
Generated on: 30/07/2014 10:4am Page 3 of 5



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




R. W. Muir
Registrar-General
of Land

Identifier **660163**
Land Registration District **North Auckland**
Date Issued 06 March 2017

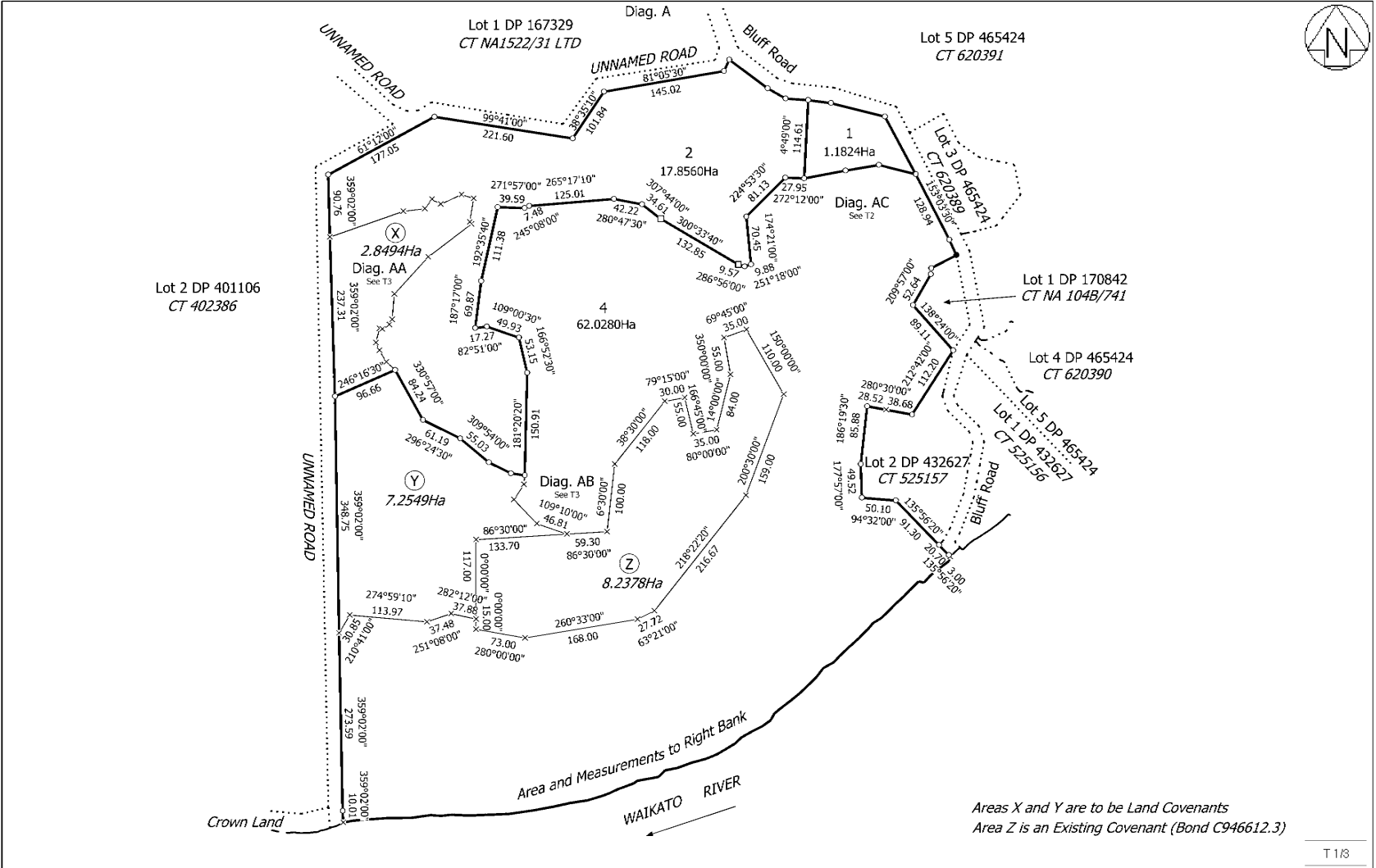
Prior References
NA105B/43

Estate Fee Simple
Area 62.0280 hectares more or less
Legal Description Lot 4 Deposited Plan 476886

Registered Owners
Yes Investment NZ Limited

Interests

C946612.3 Bond pursuant to Section 108(1)(b) Resource Management Act 1991 - 25.1.1996 at 11:47 am
10691561.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 6.3.2017 at 9:02 am
10691561.5 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 6.3.2017 at 9:02 am
13300035.3 Mortgage to ANZ Bank New Zealand Limited - 29.5.2025 at 4:15 pm



Areas X and Y are to be Land Covenants
 Area Z is an Existing Covenant (Bond C946612.3)

T 1/3

Land District: North Auckland Digitally Generated Plan Generated on: 30/07/2014 10:14am Page 3 of 5	Lots 1,2,4 Being Subdivision of Lot 1 DP 173053, Allotments 61 and 64 Parish of Maungatawhiri	Surveyor: Douglas Grant Oldfield Firm: Madsen Lawrie Consultants Ltd (Puk)	Title Plan LT 476886 Approved on: 30/07/2014
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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

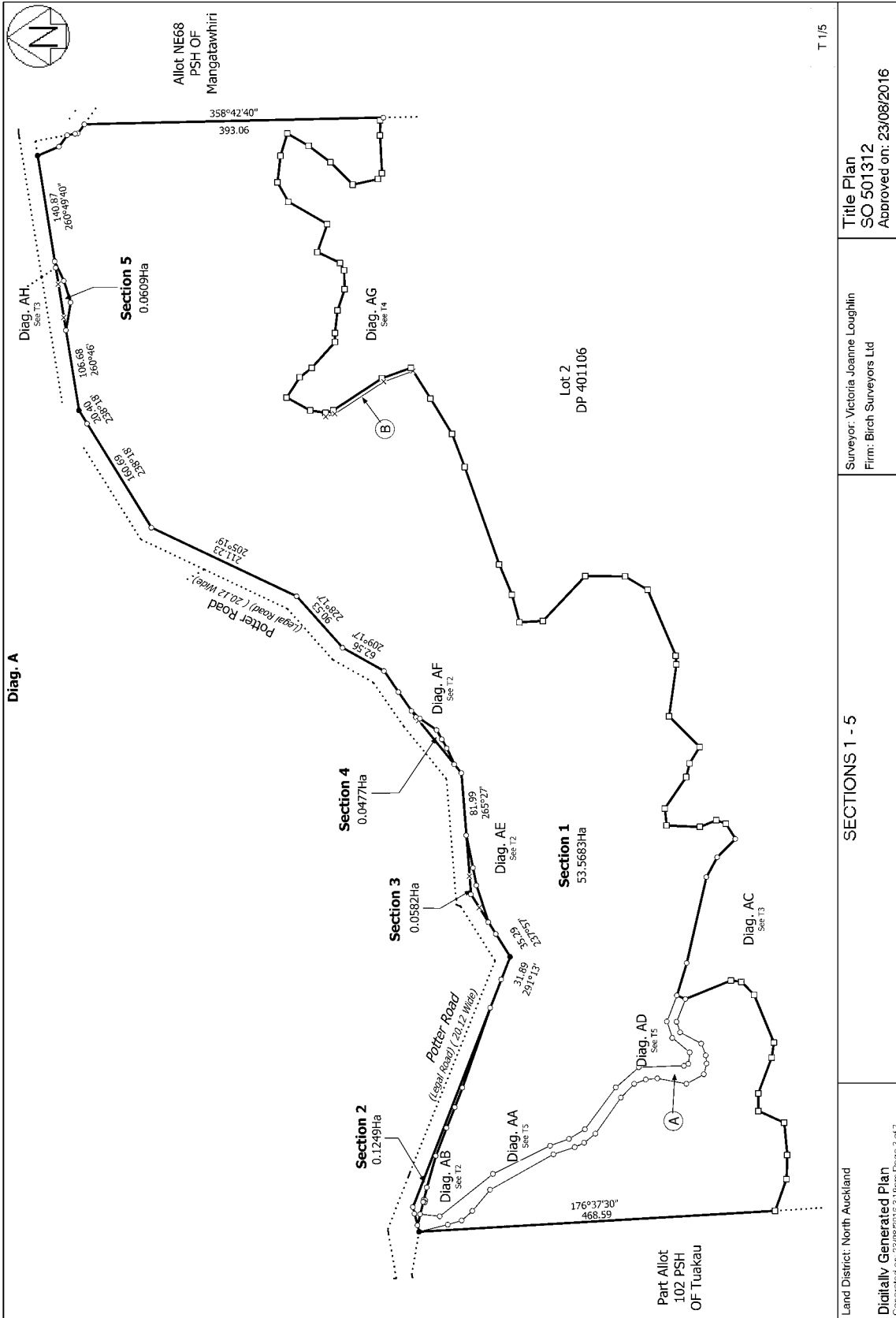
Identifier 770066
Land Registration District North Auckland
Date Issued 22 December 2016

Prior References
402385

Estate Fee Simple
Area 53.5683 hectares more or less
Legal Description Section 1 Survey Office Plan 501312
Registered Owners
Yes Investment NZ Limited

Interests

Appurtenant hereto is a right of way created by Conveyance 252834 (R271/39)
Appurtenant hereto is a right of way created by Transfer 97263 - 18.1.1916 at 2:50 pm
Subject to a right of way and rights to convey water, electricity, telecommunications & computer media over part marked A and a right to drain stormwater over part marked B all on SO 501312 created by Easement Instrument 7857540.3 - 25.6.2008 at 9:00 am
Land Covenant in Deed 7857540.7 - 25.6.2008 at 9:00 am
9467453.2 Surrender of Land Covenant appurtenant to Lot 4 DP 463893 created in Deed 7857540.7 - 26.7.2013 at 12:52 pm
10233946.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Waikato District Council - 28.10.2015 at 11:41 am





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




R. W. Muir
Registrar-General
of Land

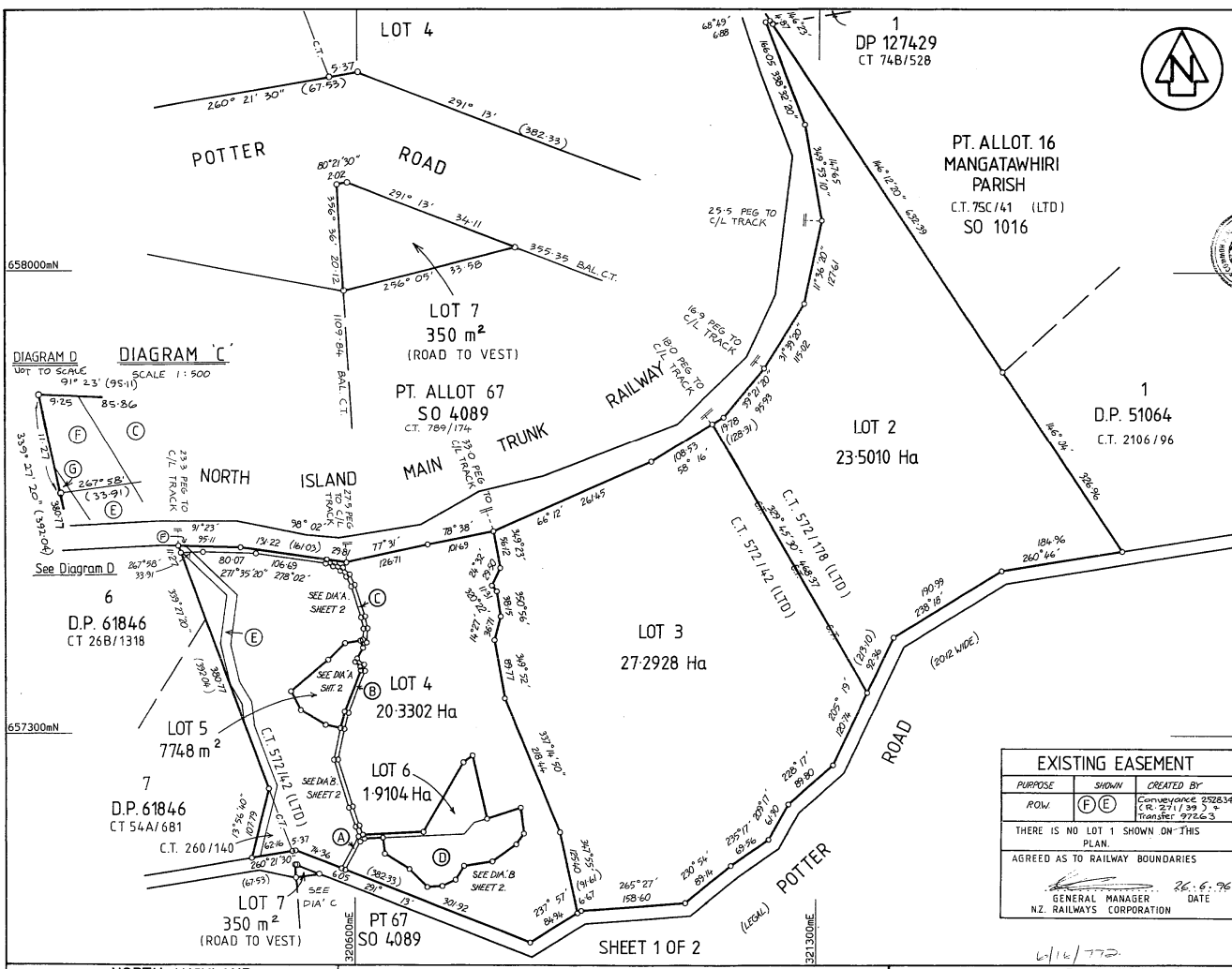
Identifier **NA108B/889**
Land Registration District **North Auckland**
Date Issued 25 November 1996

Prior References
NA572/42

Estate Fee Simple
Area 27.2928 hectares more or less
Legal Description Lot 3 Deposited Plan 176205

Registered Owners
New Zealand Health Food Park Limited

Interests



LAND DISTRICT NORTH AUCKLAND
 SURVEY BLK. & DIST. I MARAMARUA
 NZMS 261 SHT RECORD MAP No AS ABOVE

LOTS 2-7 BEING SUBDIVISION OF PTS ALLOT 10, ALLOT 67
 PARISH OF
 MANGATAWHIRI, & PT ALLOT 36 PARISH OF TUAKAU.

TERRITORIAL AUTHORITY FRANKLIN DISTRICT
 Surveyed by K.C. BIRCH SURVEYORS
 Scale 1:4000 Date OCTOBER 1995

Approved by *R.D. Taylor* DIRECTOR
 ROGER TAYLOR LIMITED DIRECTOR DIRECTOR
R.W. Schreurs G. J. M. SCHREURS B. M. SCHREURS

APPROVED PURSUANT TO SECTION 223 OF THE
 RESOURCE MANAGEMENT ACT 1991 ON THE
 10TH DAY OF MAY 1996 SUBJECT TO THE
 GRANTING OR RESERVING OF THE EASEMENTS
 SET OUT IN THE MEMORANDUM HEREON

THE COMMON SEAL OF THE FRANKLIN DISTRICT
 COUNCIL IS AFFIXED HERETO IN THE PRESENCE OF
[Signature] MAYOR
[Signature] CHIEF EXECUTIVE OFFICER

MEMORANDUM OF EASEMENTS

PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
ROW ELECTRICITY TELEPHONE	(A) (B) (C)	LOT 4	LOTS 5 & 6 HEREON LOT 5 HEREON

AREA SHOWN (D) TO BE SUBJECT TO LAND GOVERNMENT

NEW C.S.T. ALLOCATED
 LOT 2: 108B/888
 LOT 3: 108B/889
 LOT 4: 108B/890
 LOT 5: 108B/891
 LOT 6: 108B/892

THE FRANKLIN DISTRICT COUNCIL HEREBY CERTIFIES THAT NO PART OF A LEGAL ROAD IS INCLUDED WITHIN THE AREA UNDER SURVEY ON THIS PLAN.

[Signature] CHIEF DISTRICT ENGINEER

Total Area 73.8442 ha

Comprised in CT 572/42(LTD) (ALL), CT 789/174 (PT), CT 572/178(LTD) (PT), & CT 260/140 (ALL).

KEVIN CHARLES BIRCH
 Registered Surveyor and holder of an annual practising certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1980 hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at Waikeke this 24th day of July 1996

Field Book p. Traverse Book p.
 Reference Plans Examined [Signature] Correct [Signature]

EXISTING EASEMENT

PURPOSE	SHOWN	CREATED BY
ROW	(F)(E)	Conveyance 252834 CR 231/39 2 & Transfer 27263

THERE IS NO LOT 1 SHOWN ON THIS PLAN.

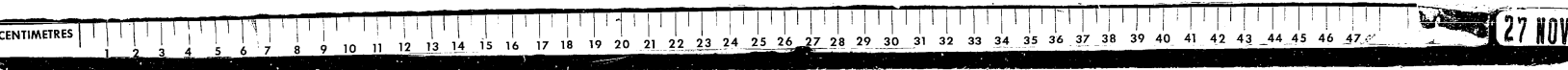
AGREED AS TO RAILWAY BOUNDARIES

[Signature] 26.6.96
 GENERAL MANAGER DATE
 NZ RAILWAYS CORPORATION

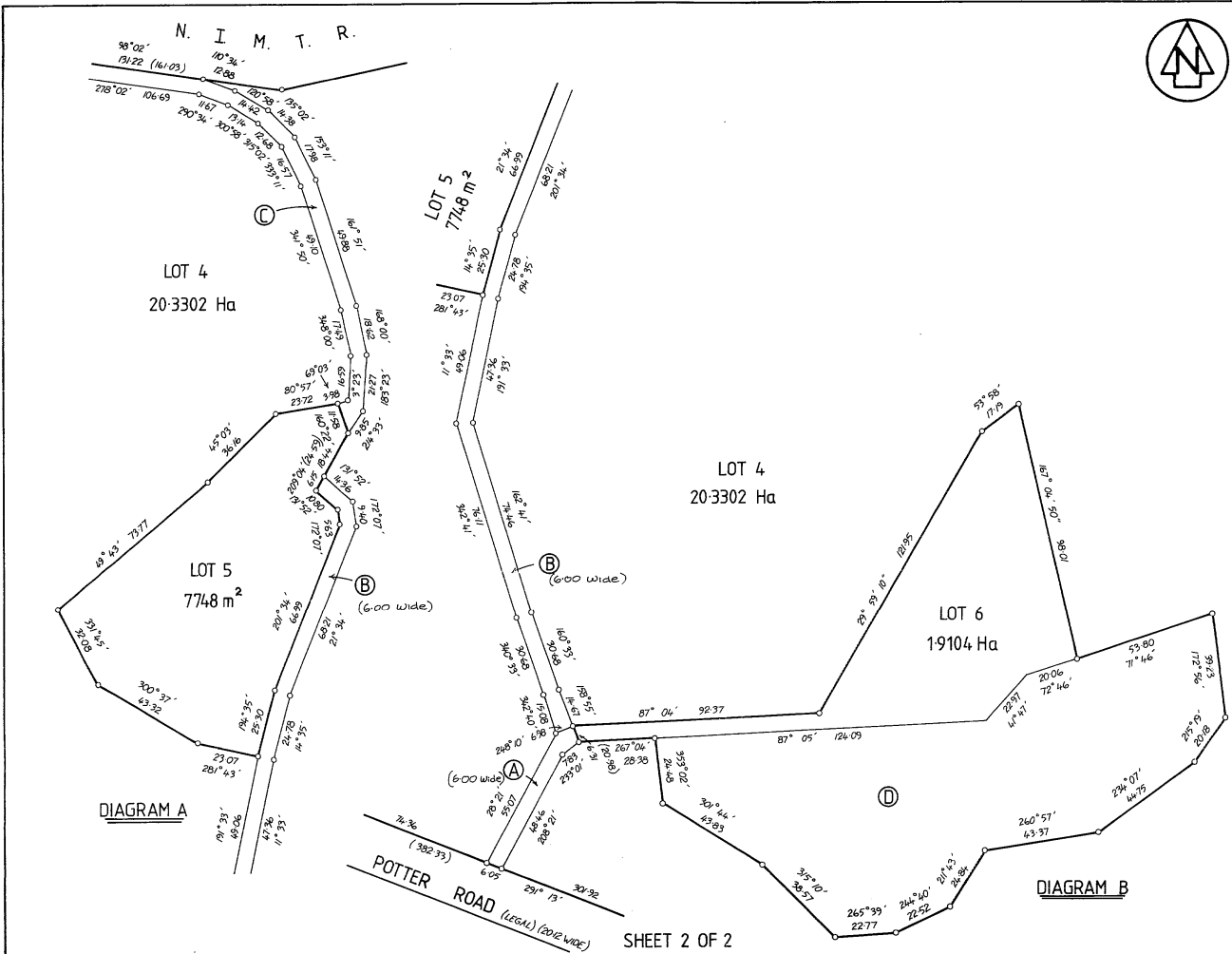
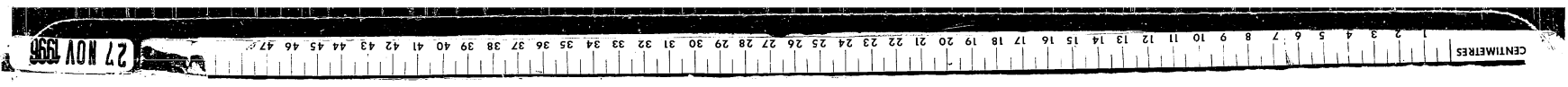
Approved as to Survey
 11.10.96 DEPUTY Chief Surveyor
[Signature]
 Deposited this 11th day of October 1995
[Signature] District Land Registrar

File No 30 JUL 1996
 Received Instructions DP 176205

SCALE APPROVED LM 9105 W.A. ROBERTSON, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND



27 NOV 1995



Approvals

Total Area

Comprised in

I, KEVIN CHARLES BIRCH
 Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1980) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
 Dated at Wellington this 24 day of July 1996
 of Survey Signature [Signature]

Field Book p. Traverse Book p.
 Reference Plans

Examined [Signature] Correct [Signature]

Approved as to Survey
11/10/96 DEPUTY Chief Surveyor [Signature]

Deposited this 24 day of July 1996
[Signature] District Land Registrar

File No
 Received 30 JUL 1996 DP 176205
 Instructions

LAND DISTRICT NORTH AUCKLAND
 SURVEY BLK. & DIST. I MARAMARUA
 NZMS 261 SH1 RECORD MAP no AS ABOVE

LOTS 2-7 BEING SUBDIVISION OF PTS ALLOT 10, ALLOT 67
 PARISH OF
 MANGATAWHIRI, & PT ALLOT 36 PARISH OF TUAKAU.

TERRITORIAL AUTHORITY FRANKLIN DISTRICT
 Surveyed by K.C. BIRCH SURVEYORS
 Scale 1:1000 Date OCTOBER 1995

C:\ACE APPROVED LM 9105 W.A. ROBERTSON, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND DOBU FORM 16



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Limited as to Parcels
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier NA970/34
Land Registration District North Auckland
Date Issued 04 August 1950

Prior References
DI 15A 212

Estate Fee Simple
Area 6.0703 hectares more or less
Legal Description North Western Portion of Allotment 54 and
North Eastern Portion of Allotment 68
Parish of Maungatawhiri

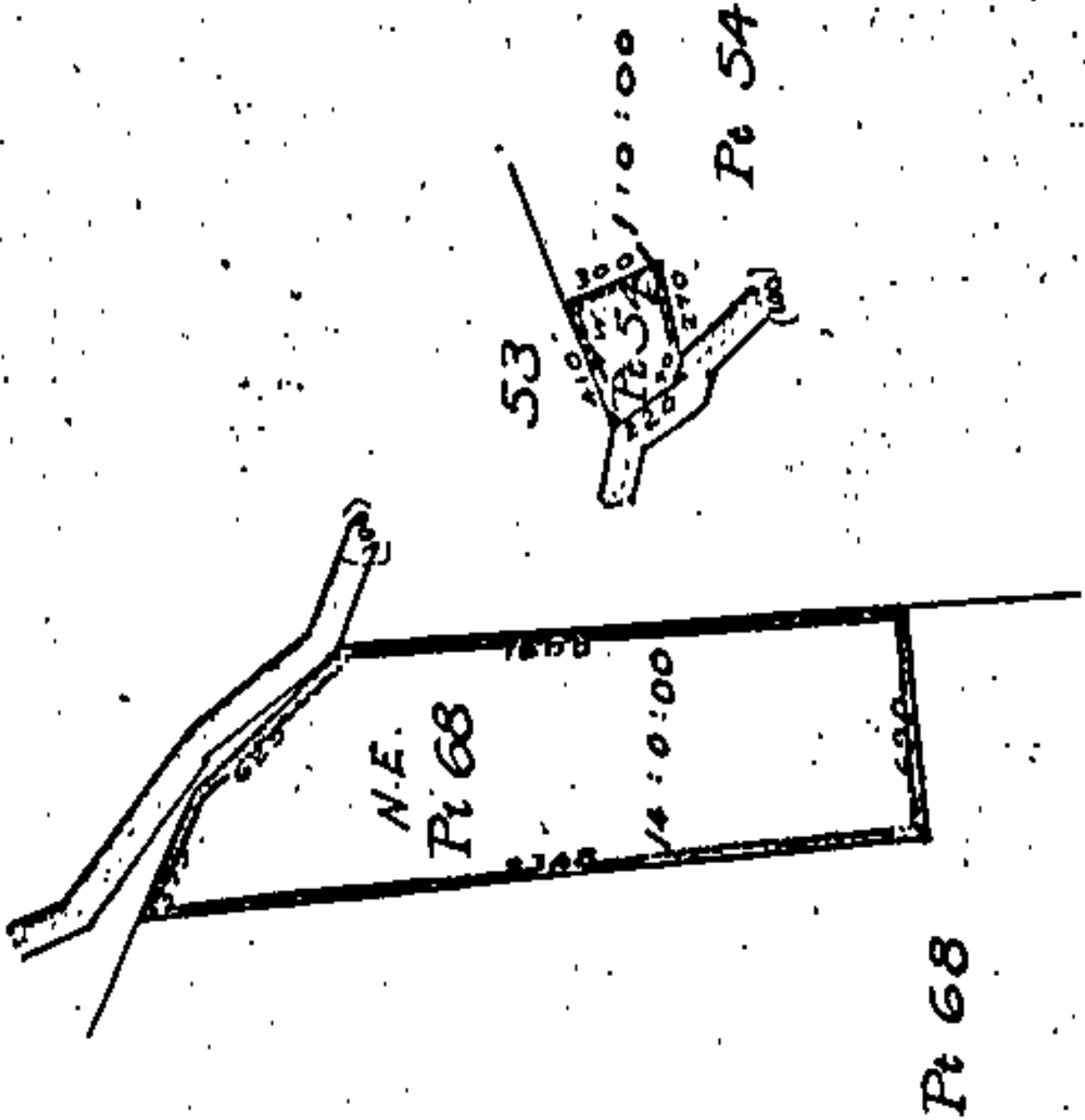
Registered Owners

Allana Marama Ryan as to a 0.0139 share
Froyle Ruhia Twiss as to a 0.0138 share
Henare Pumipi Rangitahi as to a 0.2500 share
Leighton Toa Rangitahi Takarangi as to a 0.0139 share
Martin Henare Takarangi as to a 0.0139 share
Rangiwaiata Tohu Rangitahi as to a 0.2500 share
Richard Hoani Takarangi as to a 0.0556 share
Simon Edwards as to a 0.0278 share
Evelyn Myrtle Takarangi, Huia Irene Tukia Broughton, Marion Mowatt, Mitzi Marie Madden (also known as Mitzie Marie Madden) as to a 0.0556 share
Tony Edwards as to a 0.0278 share
James Tamehana Olney as to a 0.0112 share
Louise Margaret Rose as to a 0.0111 share
Mary Arihia Kofoed as to a 0.0111 share
Trevor Tame Olney as to a 0.0111 share
Christina Tukia Mitchell as to a 0.0111 share
Trevor Takarangi Tame Olney as to a 0.0555 share
Janet Aira Lewis as to a 0.0185 share
Richard Hoani Wirihana Takarangi as to a 0.0185 share
Doreen Frances Mahi Ani as to a 0.0185 share
Teddy Takarangi Parker as to a 0.0185 share
Niki William Bentley Parker as to a 0.0186 share
Ngawai Richardson as to a 0.0185 share
Pine Adrian Takarangi as to a 0.0277 share
Keina Pryor Takarangi as to a 0.0278 share

Interests

The proprietors listed above hold the shares out of a total of 1.0000 shares

C819451.1 STATUS ORDER DETERMINING THE STATUS OF THE WITHIN LAND TO BE MAORI FREEHOLD
LAND - 8.3.1995 AT 9.01 AM





Report on Maori Land details for the following Record(s) of Title



Record(s) of Title

NA970/34

Identified as potentially Maori Freehold Land

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

TRANSFER
Land Transfer Act 1952

T 6038626.2 Transfer

Copy - 01/01, Pgs - 007, 10/06/04, 16:34



DocID: 311486369

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

NORTH AUCKLAND

Certificate of Title No.

All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

26B/1352

All

131B/305

All

131B/302 & 131B/303

All

Transferor Surnames must be underlined or in CAPITALS

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED

Transferee Surnames must be underlined or in CAPITALS

REBEL GASOLINE LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

Fee simple subject to a land covenant (continued on Annexure pages).

Consideration

~~\$523400.32~~ ~~\$450,000~~ ~~26~~ \$509664.21

LT 14

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 14th day of May 2004

Attestation

Director
Director

Signed in my presence by the Transferor
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

[Signature]
Solicitor for the Transferee

Annexure Schedule



TRANSFER

Dated

14 May 2004

Page

1

of

5

Pages

“Estate or Interest or Easement to be created” (continued)

The Transferee for itself and its successors in title to, and assigns and lessees of the land in Schedule C (the “Servient Land”) or any part of it, hereby covenants and agrees with the Transferor and the registered proprietors their successors in title and assigns and the occupiers and the operators of all of the land contained in the certificates of title described in Schedule B (the “Quarry Land”) or any part of it from time to time as a positive covenant for the benefit of the registered proprietors and users from time to time of the Quarry Land.

The Transferee will henceforth and at all times hereafter observe and perform all the stipulations and restrictions contained in Schedule A to the end and intent that such stipulations and restrictions shall forever enure for the benefit of, and be appurtenant to, the Quarry Land and the occupiers and operators of the Quarry Land for a term of 100 years from the date of this instrument or terminating on such earlier date as quarry operations on the Quarry Land shall cease **PROVIDED ALWAYS** that any party shall as regards this covenant be liable only in respect of breaches of this covenant which shall occur while it shall be the registered proprietor of the Servient Land or any part thereof.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Handwritten initials: LF 76

Handwritten signature: J. S. Sandt

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 14 May 2004

Page 2 of 5 Pages

[Empty rectangular box for the Annexure Schedule content]

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Handwritten initials: LF 14

Handwritten signatures and initials

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 14 May 2004

Page 3 of 5 Pages

SCHEDULE A

1. The Transferee is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees or tenants of any other users coming to use or having an interest in the Servient Land or any part thereof, of:
 - (a) The proximity of a working quarry and other land to be developed and used as a working quarry located upon the Quarry Land; and
 - (b) The usual incidences or quarrying including (but without limitation) noise, vibrations, earth movements, transport of materials, dust, and effective explosion ("Quarrying") which may have consequences beyond the boundaries of the Quarry Land.
2. The Transferee will allow the Transferor and its occupiers and operators to carry on the activities of Quarrying without interference or restraint from the Transferee.
3. The Transferee shall not make or bring any claim, writ, demand for damage, costs, expense or allege any liability whatever on the part of the Transferor and/or the quarry occupiers or operators arising out of or caused or contributed to by the fact that the Quarry Land is used by the Transferor, and/or its occupiers and operators of the Quarry Land for Quarrying provided that Quarrying is being carried out in compliance with clause 4 of this deed.
4. The Transferor and/or the occupiers and operators of the Quarry Land covenant with the Transferee, that for the remaining economic life of the quarry, that Quarrying on the Quarry Land will, subject to the proviso at the end of this clause, at all times be carried on in full compliance with the applicable rules of the Franklin District Council District Plan. Provided that such compliance is without prejudice to any existing use rights enjoyed by the Transferor and/or occupiers and operators of the quarry which may be inconsistent with District Plan requirements.
5. The Transferee shall not, as part of any application for a resource consent by the Transferor and/or the occupiers and operators of the Quarry Land related to the Quarrying use, or as part of any review of or change to the applicable District Plan, whether on the grounds of the effects of Quarrying on the use of the Servient Land or on any other ground, make any submission to apply to the Quarry Land any noise, dust and/or vibration standards or any other environmental controls, rules or policies, which are more stringent on the Quarry Land than those which apply currently or in the future, under the District Plan applicable to the Quarry Land or to the surrounding similarly zoned land.
6. The Transferee shall pay its solicitor's legal costs and disbursements directly or indirectly attributable to the perusal, execution and registration of this deed and its covenants together with the Transferor and/or the quarry occupiers' and operators' solicitor's legal costs and disbursements directly or indirectly attributable to the enforcement of this deed and its covenants.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

LY. 14

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 14 May 2004

Page 4 of 5 Pages

SCHEDULE B

"Quarry Land"

The following parcels of land (all North Auckland Registry)

18.8270 ha, Lot 1 DP 199997 and Lot 1 DP 51064, CT128B/779

56,8824 ha, Lot 2 DP 199998, Lot 2 DP 184589 and Lot 1 DP190909, CT 128B/779

18.4011 ha, Sections 1 and 2 SO67606, Lot 1 DP 19386 and Lot 1 DP 173185, CT 97B/957;

36.8183 ha, Lots 1, 3 and 5 DP202491 and lots 1 and 2 DP 23610, CT131B/301;

20.2165 ha, Section 215 Parish of Mangatawhiri, CT 17D/19;

6206 m² Allotment 6 Section IX Havelock Village, CT35C/659;

1.4621 ha Allotment 9 Section X Havelock Village, CT35C/660;

4213 m² Allotment 2 Section II Havelock Village, CT35C/655;

2913 m² Allotment 5 Section II Havelock Village, CT35C/656;

3105 m² Allotment 13 Section III Havelock Village, CT35C/657;

2833 m² Allotment 4 Section II Havelock Village, CT779/159;

4046 m² Allotment 1 Section III Havelock Village, CT765/82 (limited to parcels);

2024 m² Allotment 2 Section IX Havelock Village, CT541/52;

2.0880 ha, Lot 1, DP197574, CT126D/349;

1.0157 ha, Section 1 SO 69130 and Section 4 SO64520, CT 121C/122

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

dy 79

Annexure Schedule



Insert below

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

Transfer

Dated 14th May 2004

Page 5 of 5 Pages

SCHEDULE C

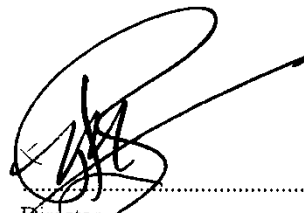
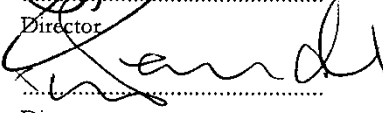
"Servient Land"

All that parcel of land situated at 206 Bluff Road and more particularly described by the following parcels of land:

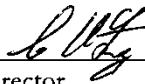
- 19.8553 ha being Lot 4 DP 202491
- 8.8480 ha being Lot 2 DP202491
- 3.0262 ha being Lot 6 DP 202491
- 6189 m² being Allotment 19 Section IV Havelock Village

"Attestation" (continued)

SIGNED by FLETCHER CONCRETE)
AND INFRASTRUCTURE LIMITED)
by)

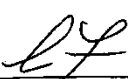


Director

Director

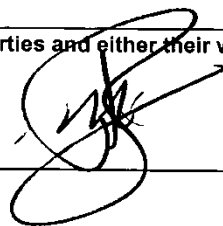
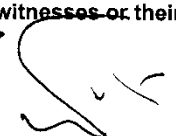
SIGNED by REBEL GASOLINE LIMITED)
by)


Director


Director

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Approved by Registrar-General
of Land under No. 1995/1004EF



TRANSFER

Land Transfer Act 1952

Law Firm Acting
Morrison Kent Barristers & Solicitors Wellington

Auckland District Law Society
REF: 4135 /2

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

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

EI 7857540.3 Easemen

Cpy - 01/01, Pgs - 009, 24/06/08, 11:52



DocID: 313139102



Land registration district

NORTH AUCKLAND

Grantor

Surname(s) must be underlined or in CAPITALS.

ROGER TAYLOR LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.


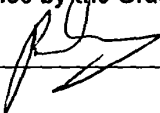
ROGER TAYLOR LIMITED


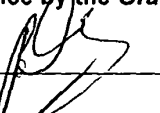
Grant* of easement or profit à prendre or creation or covenant

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).

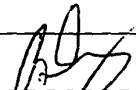
Dated this 6th day of June 2008

Attestation

 DIRECTOR	Signed in my presence by the Grantor  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name B.D. Lynch LL B Occupation Barrister & Solicitor Address Papakura N.Z.
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 B.D. Lynch LL B Occupation Barrister & Solicitor Address Papakura N.Z.
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.

Annexure Schedule 1



Easement instrument

Dated

[]

Page

1

of

5

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 and Right to convey water, electricity, telecommunications and computer media	A on DP 401106	(402385) 789/174	(402386) 789/174
Right to drain stormwater	B on DP 401106	(402385) 789/174	(402386) 789/174

Subject to Caut 6675479.1

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~~ ~~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

RAV

AT

Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



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

Caveat

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.)

BUSINESS FINANCE LIMITED	Caveator under Caveat 6675479.1
---------------------------------	--

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 _____ }


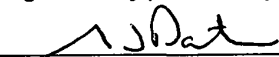

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

registration of the Easement Instrument with the easements to be created over the land in Certificate of Title NA402385 shown as A on Plan 401106 and B on Plan 401106

Dated this 26th day of May 2008

Attestation

 Leo Mark DAVIS Director	Signed in my presence by the Consentor  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Michael Ian PATON Occupation Manager Address Orewa
 Stephen Ellis COLE Director	
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.

Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



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

Mortgage

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.)

Bank of New Zealand	Mortgagee under mortgage D443694.2
----------------------------	---

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:
1) deposit of LT 401106; and
2) registration of all easements on LT 401106.

Dated this 28th day of May 2008

Attestation

	Signed in my presence by the Consentor
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Lorraine Peri Occupation Bank Officer 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.



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

Erin Lousie Jessie Price

I, **Quality Assurance Officer of** Auckland, New Zealand, Bank Officer, certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 14, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 28 May 2008

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

Erin Lousie Jessie Price

Annexure Schedule



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

Easement

Dated

Page

2

of

5

Pages

(Continue in additional Annexure Schedule, if required.)

1. In this easement instrument unless the context indicates otherwise:

1.1 the Dominant tenement is the land owned by the Grantee described in Schedule A; and

1.2 the Servient tenement is the land owned by the Grantor described in Schedule A.

SPECIFIC RIGHT AND POWERS

2. The Grantor grants to the Grantee the following respective rights and powers:

2.1 Right of Way: the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee, the Grantee's tenants, agents, workmen, licensees and invitees (in common with the Grantor, the Grantor's tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go, pass and repass on foot, with or without domestic animals of any kind, and with carriages, vehicles, motor vehicles, machinery and implements of any kind over and along the land over which the easement is granted, together with the additional rights specified in clause 3;

2.2 Right to Convey Water: the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee and the Grantee's tenants, agents, workmen, licensees and invitees (in common with the Grantor, the Grantor's tenants and any other persons lawfully entitled to do so) from time to time and at all times to take or convey water and lead water:

2.2.1 in a free and unimpeded flow (except where the flow is halted for any reasonable period necessary for essential clearing, renewal or repairs);

2.2.2 in any quantity, consistent with the rights of other persons having the same or similar rights from the course of supply or point of entry as the case may be; and

2.2.3 following the stipulated course (where a course is stipulated);

across the land over which the easement is granted, together with the additional rights specified in clause 3;

2.3 Right to Convey Electric Power: the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee, the Grantee's tenants, agents, workmen, licensees and invitees (in common with the Grantor, the Grantor's tenants and any other persons lawfully entitled so to do) from time to time and at all times by day and by night to take convey and lead electric power:

2.3.1 in free and unimpeded flow (except where the flow is halted for any reasonable period necessary for essential clearing, renewal or repairs);

2.3.2 in any quantity consistent with the rights of other persons having the same or similar rights from the course of supply or point of entry as the case may be; and

2.3.3 following the stipulated course (where a course is stipulated);

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.

A.T.

Annexure Schedule



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

Easement

Dated

Page 3 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

across the land over which the easement is granted, together with the additional rights specified in clause 3;

2.4 Telecommunications and Computer Media: the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee, the Grantee's tenants, agents, workmen, licensees and invitees (in common with the Grantor, the Grantor's tenants and any other persons lawfully entitled so to do) from time to time and at all times by day and by night to convey telephonic signals or messages, electronic impulses or signals and computer media (except when otherwise prevented for any reasonable period necessary for essential clearing, renewal or repairs), along the stipulated course (where a course is stipulated), across the land over which the easement is granted, together with the additional rights specified in clause 3; and

2.5 Right to Drain Stormwater: the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee and the Grantee's tenants, agents, workmen, licensees and invitees (in common with the Grantor, the Grantor's tenants and any other persons lawfully entitled to do so) from time to time and at all times to drain, discharge or convey stormwater:

2.5.1 in any quantity;

2.5.2 in free and unimpeded flow; and

2.5.3 along the stipulated course (where a course is stipulated);

across the land over which the easement is granted, together with the additional rights specified in clause 3.

3. The Grantee will have the following additional rights in respect of the easements:


3.1 the full, free, uninterrupted and unrestricted right, liberty and privilege for the Grantee and the Grantee's tenants, agents, workmen, licensees and invitees in common with the Grantor, the Grantor's tenants, and any other person lawfully entitled so to do:

3.1.1 to use any line of pipes, conduits, cables, wires and poles already laid, placed or erected on the stipulated course (where a course is stipulated) under, over or on the surface of the land over which the easement is granted or created, or any pipes, conduits, cables, wires and poles in replacement or in substitution for them;

3.1.2 to lay, place, erect and maintain or to have laid, placed, erected and maintained pipes, conduits, cables, wires and poles suitable for the purposes of the easement concerned under over or on the surface (as the parties decide) of the land over which the easement is granted and on the stipulated course (where a course is stipulated); and

3.1.3 with any tools, implements, machinery, vehicles or equipment of any kind necessary for the purpose, to enter on to the land over which the easement is granted (or, where only the position of the pipes, conduits, cables, wires or poles

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.

 AT

Annexure Schedule



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

Easement

Dated []

Page 4 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

is defined in the easement, on to that part of the Grantor's land and by any route which is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of:

- (a) laying, inspecting, cleansing, repairing, maintaining and renewing the pipes, conduits, cables, wires or poles; and
- (b) opening up the soil of that land to the extent necessary and reasonable in that regard, subject to the condition that:
 - (i) as little disturbance as possible is caused to the surface of the Grantor's land;
 - (ii) the surface is restored as nearly as possible to its original condition; and
 - (iii) any other damage done by reason of the above operations is made good.

4. The Grantee will have and enjoy easement rights over those parts of the Servient tenement referred to in Schedule A to be forever appurtenant to the dominant tenement (including each and every part of it) and on the following terms:

- 4.1 the grant will be in perpetuity;
- 4.2 no power is implied for the Grantor to determine the easement rights for breach of any provision in this easement instrument (whether express or implied) or for any other cause, it being the parties' intention that each easement will subsist in perpetuity unless surrendered;
- 4.3 the Grantor will not do any act which impedes, interferes with or restricts the rights of the Grantee or other authorised persons in relation to any easement right;
- 4.4 if any party neglects or refuses (defaulting party) to perform or join with the other party (other party) in performing any obligation under this transfer, the following provisions will apply:
 - 4.4.1 the other party may serve on the defaulting party a written notice (default notice) specifying the default and 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 the obligation;
 - 4.4.2 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 on to the land and carry out any required work;

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.

Annexure Schedule



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

Easement

Dated

Page 5 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

4.4.3 the defaulting party will be liable to pay to the other party the costs of the default notice and the specified proportion of the costs in performing its obligation within one month of receiving notice in writing of the costs;

4.4.4 the other party may recover any money payable under this sub-clause from the defaulting party as a liquidated debt.

4.5 If any dispute arises between the Grantor and Grantee, the parties will enter into negotiations in good faith to resolve the dispute. If any dispute is not capable of resolution following those negotiations, the parties will submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties cannot agree on an independent arbitrator, the parties will submit to the arbitration of an independent arbitrator appointed by the secretary for the time being of the New Zealand Law Society. That arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this easement instrument will be deemed submission to arbitration.

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.

COV 7857540.7 Covenz

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ROGER TAYLOR LIMITED
Covenantor

**FLETCHER CONCRETE AND
INFRASTRUCTURE LIMITED**
Covenantee

DEED OF LAND COVENANT

Correct for the purposes of the Land Transfer Act

.....
Solicitor for Covenantor

**TO: DISTRICT LAND REGISTRAR,
NORTH AUCKLAND LAND REGISTRY**

Please note the covenants contained in the within deed of land covenant against the certificate of title referred to in the First Schedule to this deed

.....
Solicitor for Covenantor

DEED dated the

6th

day of

June

2006

PARTIES

ROGER TAYLOR LIMITED together with its successors in title ("Covenantor")

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED ("Covenantee")

INTRODUCTION

- A. The Covenantor is registered as proprietor of the land described in Schedule 1 ("Servient Land").
- B. The Covenantee is the registered proprietor of the land described in Schedule 2 ("Land").
- C. The Covenantee and/or the occupiers and operators of the Land propose to carry out and will carry out various heavy industrial activities on the Land which result in or are likely to result in noise, vibration, earth movement, dust, effects of explosion and the usual incidences of quarrying which may have consequences beyond the boundaries of the Quarry Land, including in respect of the Servient Land.
- D. The Covenantor has agreed with the Covenantee to accept for itself and its successors in title to the Servient Land and any part of or interest in the Servient Land a requirement to comply with the terms of this Deed.



RT

COVENANTS

Now therefore the Covenantor for itself, its successors in title, assigns and lessees **hereby covenants and agrees** with the Covenantee, its successors in title and assigns and the occupiers and operators of the Land as a positive covenant for the benefit of the registered proprietors from time to time of the Land and the occupiers and operators of the Land and any part thereof that it will henceforth and at all times hereafter observe the stipulations and restrictions contained in Schedule 3 **to the end and intent** that such stipulations and restrictions shall enure for the benefit of the Land and the occupiers and operators of the Land for a term of 200 years from the date of this deed, or terminating on such earlier date as quarrying operations on the Land shall cease **provided always** that any party shall as regards this covenant be liable only in respect of breaches of this covenant which shall occur while it shall be the registered proprietor of the Servient Land or any part thereof.

EXECUTION

ROGER TAYLOR LIMITED by:

Signature of director

Name of director

Witness to execution:

Signature of witness

Name of witness

Occupation

City

R D Taylor


Signature of director/authorised signatory

ROGER DAVID TAYLOR

Name of director/authorised signatory

**B.D. Lynch LL B
Barrister & Solicitor
Papakura N.Z.**


FLETCHER CONCRETE AND
INFRASTRUCTURE LIMITED by:



Signature of director

Mark Zimm

Name of director

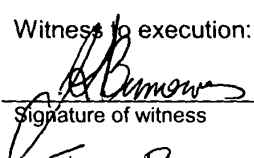


Signature of director/authorised signatory

William J Reed

Name of director/authorised signatory

Witness to execution:



Signature of witness

Jan Burrowes

Name of witness

Secretary

Occupation

Auckland

City


P.T.

SCHEDULE 1
(Servient Land)

54.0308 ha more or less being Lot 1 Deposited Plan 401106 being all the land comprised in computer freehold register 402385 (North Auckland Registry).

556 m² more or less being Lot 3 Deposited Plan 23610 being all the land comprised in computer freehold register NA78D/798 (North Auckland Registry).

subject to Cautat 6675479.1

Handwritten signature and initials. The signature is a large, stylized cursive mark. Below it, the initials 'RT' are written in a simple, blocky font.

SCHEDULE 2
(Land)

Lot 2 Deposited Plan 401106 being all the land comprised in computer freehold register 402386.

Lot 1 Deposited Plan 51064 and Lot 1 DP 199997 being all the land comprised in computer freehold register NA128B/776.

Lots 1, 3 and 5 Deposited Plan 202491 and Lots 1-2 Deposited Plan 23610 being all the land comprised in computer freehold register NA131B/301.

Lot 3 Deposited Plan 385944 being all the land comprised in computer freehold register 344137.

Lot 4 Deposited Plan 385944 being all the land comprised in computer freehold register 344138.

Section 215 Parish of Mangatawhiri being all the land comprised in computer freehold register NA17D/19.

Allotment 9 Section X Havelock Village being all the land comprised in computer freehold register NA35C/660.

All North Auckland Registry.

Handwritten signature and initials. The signature is a large, stylized cursive mark. Below it are the initials 'RT' written in a simple, blocky font.

SCHEDULE 3
(The Covenants)

1. The Covenantor is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees, tenants or any other users coming to use or having an interest in the Servient Land or any part thereof, of:
 - (a) the proximity of heavy industrial activities upon, or proposed to be operated upon, the Land; and
 - (b) the usual incidences of heavy industrial activities including (but without limitation) noise, vibrations, quarrying, earth movement, transport of materials, dust and the effects of explosion ("**Activities**") which may have consequences beyond the boundaries of the Land.
2. The Covenantor will allow the Covenantee and its occupiers and operators to carry on the Activities without interference or restraint from the Covenantor.
3. The Covenantor will not make or bring any claim, writ, demand for damages, costs, expense or allege any liability whatever on the part of the Covenantee and/or the occupiers or operators of heavy industrial activities on the Land arising out of or caused or contributed to by the fact that the Land is or will be used by the Covenantee, and/or the occupiers or operators, for the Activities provided that the Activities are being carried out in compliance with clause 4 of this deed.
4. The Covenantee and/or the occupiers and operators of the Land covenant with the Covenantor that, for the remaining economic life of the heavy industrial activities on the Land, the Activities will, subject to the proviso at the end of this clause, at all times be carried on in full compliance with the requirements of the Resource Management Act 1991, all relevant resource consents, permits, approvals, licences and any other environmental legislation, regulations and requirements, provided that such compliance is without prejudice to any existing use rights enjoyed by the Covenantee and/or occupiers and operators of the heavy industrial activities on the Land which may be inconsistent with those requirements.
5. The Covenantor will not, as part of any application for a resource consent by the Covenantee and/or the occupiers and operators of the Land related to the heavy industrial activities on the Land, or as part of any review of or change to the applicable District Plan, whether on the grounds of the effects of the Activities on the use of the Servient Land or on any other ground, make any submission seeking to apply to the Land any noise, dust and/or vibration standards or any other environmental controls, rules or policies, which are more stringent on the Land than those which apply currently or in the future, under the District Plan applicable to the Land or to the surrounding similarly zoned land.
6. The Covenantor will pay its solicitor's legal costs and disbursements directly or indirectly attributable to the perusal, execution and registration of this deed and its covenants together with the Covenantee's and/or the occupiers' and operators' solicitor's legal costs and disbursements directly or indirectly attributable to the enforcement of this deed and its covenants.
7. The Covenantee and/or the occupiers and operators will pay its solicitor's legal costs and disbursements directly or indirectly attributable to the preparation, perusal and execution of this deed and its covenants.

Two handwritten signatures are present at the bottom right of the page. The first signature is a large, stylized cursive mark. The second signature is smaller and includes the letters 'RT' at the end.

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Caveat

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.)

BUSINESS FINANCE LIMITED	Caveator under Caveat 6675479.1
---------------------------------	--

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 ~~the~~ ~~Act~~]

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

the Consentor hereby consents to:
registration of the Land Covenants to be registered over Lot 1 Plan 401106 being all the land in Computer Freehold Register NA402/385

Dated this 26th day of May 2008

Attestation

 Leo Mark DAVIS Director	Signed in my presence by the Consentor Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Michael Ian PATON Occupation Manager Address Orewa
 Stephen Ellis COLE Director	
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.

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Mortgage

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.)

BANK OF NEW ZEALAND	Mortgagee under Mortgage D443694.2
----------------------------	---

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:
registration of the Land Covenants over the land described as Lot 1 DP401106 comprised in Computer Freehold Register NA402385

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

Attestation

	Signed in my presence by the Consentor
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Lorraine Peri Occupation Bank Officer 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.



Bank of New Zealand

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

Erin Lousie Jessie Price

I, **Erin Lousie Jessie Price**, **Quality Assurance Officer of Auckland, New Zealand, Bank Officer**, certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 14, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 28 May 2008



Erin Lousie Jessie Price

View Instrument Details



Instrument No 9032139.1
Status Registered
Date & Time Lodged 04 May 2012 13:02
Lodged By Daniel, David Gloster
Instrument Type Easement Instrument



Affected Computer Registers	Land District
344137	North Auckland
344138	North Auckland
402386	North Auckland
541181	North Auckland
541182	North Auckland
549368	North Auckland
NA115B/242	North Auckland
NA121C/122	North Auckland
NA121C/123	North Auckland
NA126D/349	North Auckland
NA128B/776	North Auckland
NA131B/305	North Auckland
NA133C/57	North Auckland
NA17D/19	North Auckland
NA26B/1352	North Auckland
NA32C/764	North Auckland
NA32C/765	North Auckland
NA35C/655	North Auckland
NA35C/657	North Auckland
NA35C/659	North Auckland
NA541/52	North Auckland
NA54D/27	North Auckland
NA779/159	North Auckland
NA80D/989	North Auckland

Annexure Schedule: Contains 8 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

Signature

Signed by Gregory Neale Allen as Grantor Representative on 04/05/2012 09:18 AM

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

Grantee Certifications

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 Gregory Neale Allen as Grantee Representative on 04/05/2012 09:18 AM

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

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

Land registration district

North Auckland

Grantor

Surname(s) must be underlined

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED

Grantee

Surname(s) must be underlined

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED

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

day of

20

Attestation

	<p>Signed in my presence by the Grantor</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p>
Signature of Grantor	Address

	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p>
Signature of Grantee	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

Easement instrument Dated Page of pages

Schedule A *Continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenements (Identifier/CT or in gross)
Restrictive Covenants		541181	344137
		541182	344138
			402386
			549368
			NA115B/242
			NA121C/122
			NA121C/123
			NA126D/349
			NA128B/776
			NA131B/305
			NA133C/57
			NA17D/19
			NA26B/1352
			NA32C/764
			NA32C/765
			NA35C/655
			NA35C/657
			NA35C/659
			NA541/52
			NA54D/27
	NA779/159		
	NA80D/989		

Easements or *profit(s) 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.*

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 the Land Transfer Act 1952 and Annexure Schedule 2.

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

Annexure Schedule 2

1. Quarry Activities

The Grantee, its quarry operators or other occupiers of the Dominant tenements carry out, or may carry out, various activities including (without limitation) aggregate extraction, processing, importing of materials, distribution, disposal of overburden, rehabilitation activities and other ancillary or incidental activities to the quarrying of the Dominant tenements (**Quarry Activities**). The Quarry Activities result, or may result, in environmental effects including (without limitation) noise, vibrations, earth movement, wind borne distribution of aggregate particles, dust, the effects of transportation (including noise and vibration) on accessways and roads, the effects of dewatering processes, the effects of explosions (including ground vibration and airblast) and other incidental effects (**Quarry Effects**) and may have consequences beyond the boundaries of the Dominant tenements.

2. Covenants

The Grantor covenants and agrees with the intention to bind itself, its successors in title, assigns, lessees, licensees or occupiers of the Servient tenement for the benefit of the Grantee and future proprietors of the Dominant tenements that the Grantor will at all times observe and perform the restrictions contained in the First Schedule (**Covenants**) in respect of the Servient tenement to the intent that each of the restrictions will be forever appurtenant to the Dominant tenements from the date of this instrument.

3. Limited Liability

The Grantor and its successors in title will only be liable for breaches of the Covenants which occur while they are registered as proprietor of the Servient tenement.

4. Breach of Covenants

4.1 If the Grantor breaches or fails to observe any of the Covenants, the Grantor upon written demand being made by the Grantee (or the quarry operators or occupiers) will pay to the Grantee as liquidated damages the sum of \$200.00 (two hundred dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made.

4.2 The demand for, and payment of, damages under clause 4.1 is without prejudice to any other liability that the Grantor may have to the Grantee, other parties and any person or persons having the benefit of the Covenants.

5. Indemnity

The Grantor will indemnify and keep indemnified the Grantee:

- 5.1** against all liability for any actions, proceedings, costs, claims, expenses, complaints and demands that may be made against the Grantee, quarry operators or other occupiers of the Dominant tenements by any lessee, licensee, tenant or any other occupier or user of the Servient tenement for loss or damage caused by, arising out of or in connection with the quarry activities on and from the Dominant tenements; and
- 5.2** for any damage or loss the Grantee, quarry operators or other occupiers of the Dominant tenements suffer as a result of any breach of the Covenants by the Grantor or any lessee, licensee, tenant or any other occupier or user of the Servient tenement.

6. Resolution of Disputes

- 6.1** If any dispute, difference or question arises between the parties about:
- (a) the interpretation of this instrument;
 - (b) anything contained in or arising out of this instrument;
 - (c) the rights, liabilities or duties of the Grantor or the Grantee; or
 - (d) anything else relating to the relationship of the Grantor and the Grantee under this instrument (including claims in tort as well as in contract);

the parties may refer that matter to informal mediation, if all parties agree, having regard to the nature of the dispute or difference between them and the potential delays and costs which might arise if that matter is referred to arbitration.

- 6.2** The parties must try to agree on the mediator, who must be a senior solicitor or barrister practising in either Auckland or the district in which the Dominant tenements are situated. If they cannot agree, the President of the New Zealand Law Society (or his or her nominee) will nominate the mediator on any party's application. The mediator's decision will be final and binding on all parties.
- 6.3** If the parties do not agree to refer the dispute, difference or question to mediation under clause 6.1 within seven days of that dispute, difference or

question arising, then it will be referred to the arbitration of a single arbitrator under the Arbitration Act 1996.

6.4 The parties must try to agree on the arbitrator. If the parties cannot agree, the President of the New Zealand Law Society (or his or her nominee) will appoint the arbitrator on either party's application.

6.5 The parties must go to arbitration under this clause before they can begin any action at law (other than an application for injunctive relief).

7. Notices

7.1 Any notice or document required or authorised to be given under this instrument may be delivered or sent as follows:

(a) in any manner mentioned in sections 354-361 of the Property Law Act 2007; or

(b) by registered post addressed to the last known postal address of the party intended to be served.

7.2 Any notice or other document will be treated as given or served and received by the other party:

(a) when delivered by hand to that other party; or

(b) three days after being posted by registered post with postage prepaid to the last known postal address of the party intended to be served.

7.3 Any notice or document to be served or given may be signed by any attorney, officer, employee or solicitor for the party serving or giving the notice or by any other person authorised by that party.

7.4 For the purposes of this clause, and subject to subsequent amendment by any party by written notice to the other parties, the address for service of notices of each party is the residential address of each of the respective Dominant tenements.

FIRST SCHEDULE

1. Covenants

- 1.1 The Grantor is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees, tenants or any other users coming to use or having an interest in the Servient tenement or any part thereof, of the:
- (a) immediate proximity of the Dominant tenements that are used, or may be developed and used, as a working quarry; and
 - (b) the Quarry Effects that arise or may arise from the Quarrying Activities.
- 1.2 The Grantor will allow the Grantee, its quarry operators and other occupiers of the Dominant tenements to carry out (or to commence and carry out) Quarry Activities without interference or restraint from the Grantor or its lessees, licensees, tenants or any other users of the Servient tenement.
- 1.3 The Grantor will not make or bring any objection, claim, writ, demand for damages, costs, expenses or take any legal or other action or allege any liability whatsoever on the part of the Grantee, its quarry operators or other occupiers of the Dominant tenements arising out of, caused or contributed to by the fact that the Dominant tenements are or may be used by the Grantee, its quarry operators or other occupiers for Quarry Activities provided that, for the remaining economic life of the quarry, the Quarry Activities are carried out in compliance with:
- (a) the requirements of the Resource Management Act 1991; and
 - (b) all relevant resource consents, permits, approvals, licences and any other environmental legislation, regulations and requirements,
- except if such compliance is prejudicial to any existing use rights enjoyed by the Grantee, quarry operators or other occupiers of the Dominant tenements that may be inconsistent with those requirements.
- 1.4 The Grantor will not, as part of any application for a resource consent or any other approval or consent by the Grantee, its quarry operators or other occupiers of the Dominant tenements, or as part of any review of or change to the applicable District Plan, whether on the grounds of the effects that the Quarry Activities may have on the use of the Servient tenement or on any other ground, make, lodge or be party to any submission, application or proceeding (under the Resource Management Act 1991 or otherwise) with the Waikato District Council or the Waikato Regional Council or any other territorial or other

authority having jurisdiction seeking to apply to the Dominant tenements any controls on the Quarry Effects or any other environmental controls, rules or policies that have the effect of limiting the Quarry Activities or in opposition to any resource application made by the Grantee, its quarry operator or other occupiers of the Dominant tenements in relation to the undertaking of Quarry Activities on the Dominant tenements.

1.5 The Grantor will include in any lease, licence or other document granting possession of any part of the Servient tenement to a third party an obligation not to object to the Quarry Activities on the same terms as set out in this easement instrument.

1.6 For the avoidance of doubt, the Grantor will not aid, abet, support, counsel or procure any other person or entity to exercise any of the actions restricted in clauses 1.3 and 1.4 of these Covenants.

1.7 The Grantor must:

- (a) do all acts;
- (b) enter into and execute all documents, instruments when reasonably required by the Grantee or the quarry occupiers or operators; and
- (c) give or obtain any necessary consents,

that may be reasonably appropriate and required by the Grantee, its quarry operators or other occupiers of the Dominant tenements for any application for resource consent in relation to the Quarry Activities.

1.8 The Grantor will pay its solicitor's legal costs and disbursements directly or indirectly attributable to the perusal, execution and registration of this instrument and its covenants together with the Grantee's, its quarry operators' or other occupiers' solicitor's legal costs and disbursements directly or indirectly attributable to the enforcement of this easement instrument and these Covenants.

View Instrument Details



Instrument No 9393632.3
Status Registered
Date & Time Lodged 28 June 2013 14:20
Lodged By Hamilton, Trudy Joy
Instrument Type Easement Instrument



Affected Computer Registers	Land District
344135	North Auckland
344136	North Auckland
344137	North Auckland
344138	North Auckland
549368	North Auckland
NA126D/349	North Auckland
NA17D/19	North 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

Signature

Signed by Gregory Neale Allen as Grantor Representative on 28/06/2013 09:33 AM

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 Michael Alastair John Wood as Grantee Representative on 28/06/2013 11:39 AM

*** End of Report ***

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

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

Grantor

Fletcher Concrete and Infrastructure Limited

Grantee

Stuart P.C. Limited

Grant of Easement or *Profit à prendre* or Creation of 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)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		344137 344138 NA126D/349 NA17D/19 549368	344135 344136

Form B - continued

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 2002 and/or Schedule Five of the Property Law Act 2007

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

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

[~~the provisions set out in the Annexure Schedule~~]

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 Annexure Schedule~~]

Form L

Annexure Schedule

Insert instrument type

Easement Instrument to grant easement or profit a prendre, or create land covenant

Continue in additional Annexure Schedule, if required

INTRODUCTION

A. The Grantor is registered as proprietor of the Servient Tenement described in Schedule A (**Servient Land**).

B. The Grantee is the registered proprietor of the Dominant Tenement described in Schedule A (**Land**).

C. The Grantee and/or the occupiers and operators of the Land propose to carry out and will carry out various heavy industrial activities on the Land which result in or are likely to result in noise, vibration, earth movement, and dust, and the usual incidences of heavy industrial activities which may have consequences beyond the boundaries of the Land, including in respect of the Servient Land.

D. The Grantor has agreed with the Grantee to accept for itself and its successors in title to the Servient Land and any part of or interest in the Servient Land a requirement to comply with the terms of this instrument.

COVENANTS

Now therefore the Grantor for itself, its successors in title, assigns and lessees **hereby covenants and agrees** with the Grantee, its successors in title and assigns and the occupiers and operators of the Land as a positive covenant for the benefit of the registered proprietors from time to time of the Land and the occupiers and operators of the Land and any part thereof that it will henceforth and at all times hereafter observe the stipulations and restrictions contained in Schedule B **to the end and intent** that such stipulations and restrictions shall endure for the benefit of the Land and the occupiers and operators of the Land for a term of 194 years from the date of registration of this instrument, or terminating on such earlier date as heavy industrial activities on the Land shall cease **provided always** that any party shall as regards this covenant be liable only in respect of breaches of this covenant which shall occur while it shall be the registered proprietor of the Servient Land or any part thereof.

SCHEDULE B
(The Covenants)

1. The Grantor is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees, tenants or any other users coming to use or having an interest in the Servient Land or any part thereof, of:

(a) the proximity of heavy industrial activities located upon the Land; and

(b) the usual incidences of heavy industrial activities including (but without limitation) noise, vibrations, earth movement, transport of materials, and dust ("**Activities**") which may have consequences beyond the boundaries of the Land.

2. The Grantor will allow the Grantee and its occupiers and operators to carry on the Activities without interference or restraint from the Grantor.

Form L

Annexure Schedule

Page 2 of Pages

*Insert instrument type***Easement Instrument to grant easement or profit a prendre, or create land covenant**

3. The Grantor will not make or bring any claim, writ, demand for damages, costs, expense or allege any liability whatever on the part of the Grantee and/or the Quarry occupiers or operators arising out of or caused or contributed to by the fact that the Land is or will be used by the Grantee, and/or the occupiers or operators for Activities provided that the Activities are being carried out in compliance with clause 4 of Schedule B of this instrument.
4. The Grantee and/or the occupiers and operators of the Land covenant with the Grantor, that for the remaining economic life of the Activities, that the Activities on the Land will, subject to the proviso at the end of this clause, at all times be carried on in full compliance with the requirements of the Resource Management Act 1991, all relevant resource consents, permits, approvals, licences and any other environmental legislation, regulations and requirements, provided that such compliance is without prejudice to any existing use rights enjoyed by the Grantee and/or occupiers and operators of the Activities which may be inconsistent with those requirements.
5. The Grantor will not, as part of any application for a resource consent by the Grantee and/or the occupiers and operators of the Land related to the Activities use, or as part of any review of or change to the applicable District Plan, whether on the grounds of the effects of the Activities on the use of the Servient Land or on any other ground, make any submission seeking to apply to the Land any noise, dust and/or vibration standards or any other environmental controls, rules or policies, which are more stringent on the Land than those which apply currently or in the future, under the District Plan applicable to the Land or to the surrounding similarly zoned land.
6. The Grantor will pay its solicitor's legal costs and disbursements directly or indirectly attributable to the perusal, execution and registration of this instrument and its covenants together with the Grantee's and/or the Land occupiers' and operators' solicitor's legal costs and disbursements directly or indirectly attributable to the enforcement of this instrument and its covenants.
7. The Grantee and/or the Land occupiers and operators will pay its solicitor's legal costs and disbursements directly or indirectly attributable to the preparation, perusal and execution of this instrument and its covenants.



View Instrument Details

Instrument No 9467453.8
Status Registered
Date & Time Lodged 26 July 2013 12:52
Lodged By Lin, Yi-Ling
Instrument Type Order for New Certificate of Title



Affected Computer Registers	Land District
344137	North Auckland
344138	North Auckland
614849	North Auckland
614850	North Auckland
NA128B/776	North Auckland
NA17D/19	North Auckland
614851	North Auckland

Annexure Schedule: Contains 1 Page.

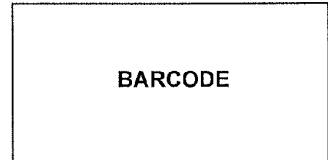
Signature

Signed by Sandra-Li Shirley Donaldson as Registered Proprietor Representative on 26/07/2013 09:12 AM

*** End of Report ***



Order for new Computer Register



To the Registrar – General of Land

Please issue a new computer register in the name of

FLETCHER CONCRETE AND INFRASTRUCTURE LIMITED

for

Lot(s)	Deposited Plan	Computer Register(s)
1	463893	614849
2	463893	614850
3	463893	614851 (together with Lot 1 DP 51064 and Lot 1 DP 199997 (NA128B/776))

being ~~*all/balance/part~~ of the land included in Computer Register(s)

NA17D/19, 344138, NA128B/776 and the balance of land included in 344137

for **North Auckland** Registration District

Dated this 24 day of July 20 13

[Solicitor for] the Registered Proprietor

*Delete as appropriate



View Instrument Details

Instrument No 9957943.1
Status Registered
Date & Time Lodged 30 January 2015 13:56
Lodged By Hollick, Lisa Marie
Instrument Type Easement Instrument



Affected Computer Registers **Land District**
614851 North 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 9505552.2 has consented to this transaction and I hold that consent

Signature

Signed by Kim-Shiree Hawkins as Grantor Representative on 30/01/2015 11:27 AM

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 Jenny Anne Armstrong as Grantee Representative on 30/01/2015 09:29 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*, or create land covenant

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

Grantor

Havelock Bluff Limited

Grantee

Vector Limited

Grant of Easement or *Profit à prendre* or Creation of 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)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Convey Gas	Marked (C) on DP 479019	Lot 3 DP 463893 CFR 614851	In Gross
	Marked (D) on DP 479019	Lot 1 DP 199997 CFR 614851	
	Marked (E) on DP 479019	Lot 1 DP 51064 CFR 614851	

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 ~~and/or Schedule Five of the Property Law Act 2007~~

The implied rights and powers are hereby substituted by the provisions set out in Annexure Schedule.

Covenant provisions

Continued in Annexure Schedule

Insert instrument type

Easement Instrument to grant easement or profit a prendre, or create land covenant

(Continue in additional Annexure Schedule, if required)

1. DEFINITIONS AND INTERPRETATION

1.1 In this instrument unless the context otherwise requires:

- (a) "Code of Conduct" means the Code of Conduct for Complaint Handling issued by the Electricity and Gas Complaints Commissioner Scheme (or replacement) applying to the land based activities of organisations (including the Grantee) involved in the transmission and distribution of electricity and gas, and with respect to which the Grantee has agreed to be bound (or such other code of conduct or dispute resolution mechanism by which the Grantee agrees to be bound and notifies the Grantor of).
- (b) "Building" means the building or other improvements (if any) 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 instrument.
- (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 gas.
- (e) "Equipment" includes all pipes, ducting, cables Gas Measurement Systems, Distribution Systems and Fittings (as defined in the Gas Act 1992) and all other equipment which is situated in or under the Easement Land or which the Grantee requires to place in or under the Easement Land to carry out the Permitted Uses.
- (f) "Land" means the servient tenement referred to in Schedule A of this instrument.
- (g) "Permitted Uses" are for the conveyance and supply of Gas (as defined in the Gas Act 1992).
- (h) "Plan" is the deposited plan referred to in Schedule A of this instrument.
- (i) "Rights" are the full, free, uninterrupted and unrestricted ability and licence (as reasonably required by the Grantee) 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 of any kind to:
 - (i) undertake Works; and
 - (ii) use the Equipment,

provided that, except in the event of an Emergency Situation or when operating or inspecting the Equipment or carrying out Works of a minor nature ancillary to such inspection, the Grantee shall provide the Grantor and/or the occupier for the time being of the Land at least five (5) Working Days' notice prior to exercising the Rights.

For the avoidance of doubt, the Grantor acknowledges that it agrees to the Grantee operating, inspecting or carrying out Works of a minor nature ancillary to such inspection without the provision of notice.

- (j) "Working Day" means any day of the week other than:
 - (i) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Waitangi Day and the Provincial Anniversary as observed at the place where the Land is situated; and
 - (ii) A day in the period commencing with 25 December in any year and ending with 5 January in the following year.

A Working Day shall be deemed to commence at 8.00 am and to terminate at 8.00pm.

- (k) "Works" means constructing, laying, equipping, maintaining, inspecting, repairing, altering, renewing, replacing (with or without something substantially similar), upgrading, adding to, removing and operating the Equipment or any other works, including but not limited to excavating trenches in which

Insert instrument type

Easement Instrument to grant easement or profit a prendre, or create land covenant

(Continue in additional Annexure Schedule, if required)

the Equipment will be placed, required to be undertaken by the Grantee in order that it may use the Easement Land for the Permitted Uses.

- (l) Headings are included for convenience only and do not affect the interpretation of this instrument.
- (m) Words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.
- (n) Reference to the Grantee and Grantor is deemed to be a reference also to the Grantee's and Grantor's employees, workmen, engineers and agents unless repugnant to the context and, in the case of the Grantee, to any person nominated by the Grantee in accordance with clause 8.
- (o) Reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.
- (p) Reference to the parties includes reference to the parties, executors, administrators, successors in title and assigns.

2. GRANT

The Grantor grants and the Grantee 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 on the basis that no power is implied for the Grantor to determine this easement in gross for any breach of its provisions (expressed or implied) or for any other cause, the intention being that this easement in gross shall subsist until surrendered.

3. GRANTEE'S OBLIGATIONS

3.1 The Grantee shall:

- (a) In undertaking any Works cause as little damage as possible to the Land and Building (if any) and as little inconvenience as possible to the Grantor and/or the Grantor's tenants, licensees and other persons who have the right to use the Land and Building (if any); 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 (including erections or fences) caused through the undertaking of the Works. If the Grantee is unable to reinstate any crops or grass situated on the Easement Land (as permitted in accordance with clause 4.1(b)) then the Grantee shall compensate the Grantor for damages caused to such crop or grass (whether ready for harvest or not).

4. GRANTOR'S OBLIGATIONS

4.1 The Grantor shall not (without the prior written consent of the Grantee not to be unreasonably withheld):

- (a) Place or allow to be placed any further building, fences or other erections on the Easement Land other than fences, driveways and erections in place as at the date of this instrument and replacements for those fences, driveways and erections; or
- (b) Allow any further tree or shrub to grow on the Easement Land other than trees and shrubs planted on the Easement Land at the date of this instrument and replacements for those trees and shrubs provided that the Grantor shall be permitted to grow crops and grass over the Easement Land; or
- (c) Disturb or permit to be disturbed the soil below a depth of 400 millimetres from the surface of the Easement Land or remove any soil from the Easement Land except to the extent reasonably necessary to maintain, install, repair, replace or renew the driveway and other equipment and services sharing the Easement Land; or
- (d) Permit to be done any act on the Easement Land that interferes with or affects the use of the Easement Land for the Permitted Uses or the exercise by the Grantee of the Rights; or

Insert instrument type

Easement Instrument to grant easement or profit a prendre, or create land covenant

(Continue in additional Annexure Schedule, if required)

- (e) Interfere with or allow any interference with the Equipment or cause or allow any damage to be done to the Equipment; or
- (f) Grant any rights over the Easement Land to any party other than the Grantee except the easements referred to in the Memorandum and/or Schedule of Easements submitted to Land Information New Zealand with the Plan.

4.2 Should the Grantor fail to observe or breach any of its obligations contained in this clause 4 the Grantee may remedy any such failure to observe or breach and the Grantor shall reimburse the Grantee for the cost of any such remedy.

5 MAINTENANCE

The Grantee shall, subject to any other written agreement between the Grantor and the Grantee, at its cost keep the Equipment in good and substantial repair.

6. OWNERSHIP

The Grantee retains ownership of the Equipment which does not form part of the Land.

7. 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 Grantor and Grantee, substituted and replaced by the terms set out in this instrument.

8. NOMINATION OF GRANTEE

The Grantee may, by serving written notice to that effect on the Grantor (and without prejudice to the rights of the Grantee pursuant to Section 291 Property Law Act 2007) nominate any person to exercise (either together with the Grantee or otherwise) any of the rights granted to the Grantee hereunder and may require the Grantor to grant to such person an easement substantially in the form of this instrument in respect of such rights.

9. GRANTOR TO NOTIFY OCCUPIER

The Grantor shall notify every occupier of the Land of the terms of this instrument and shall procure that any such occupier shall comply with the terms of this instrument as necessary for the Grantee to have the full use and benefit thereof.

10. DISPUTES

10.1 If any dispute arises between the Grantor and the Grantee concerning the rights created by this instrument and the parties are unable to resolve that dispute through good faith negotiations.

- (a) To the extent that the dispute falls within the categories of disputes dealt with pursuant to the Code of Conduct, the parties shall comply with the provisions of the Code of Conduct; and
- (b) To the extent that the dispute does not come within the provisions of clause 10.1(a) and if the dispute is not resolved within one (1) month of the date on which the parties begin their negotiations:
 - (i) the dispute shall be referred to a senior manager or executive of each of the Grantor and the Grantee who shall enter into negotiations in good faith to resolve the dispute; or
 - (ii) either party may refer the matter to arbitration pursuant to the Arbitration Act 1996.



View Instrument Details

Instrument Type	Caveat against dealings with land under Section 138 Land Transfer Act 2017
Instrument No	13220001.1
Status	Registered
Date & Time Lodged	12 February 2025 17:11
Lodged By	Wilson, Nicholas John

Affected Records of Title	Land District
549368	North Auckland
614851	North Auckland

Registered Owner

New Zealand Industrial Park Limited

Caveator

Hynds Foundation

Estate or Interest claimed

New Zealand Industrial Park Limited ("NZIPL"), Hynds Foundation ("HF") and other parties (which are related companies of NZIPL and HF) have entered into a deed of settlement dated 25 July 2023 ("Deed"). Pursuant to clause 4.1 of the Deed, NZIPL (as vendor) and HF (as purchaser) have agreed on the sale and purchase of parts of the land comprised in records of title 549368 and 614851.

Notice

Take notice that the Caveator forbids the registration of any instrument, or the recording of any matter in the register that transfers, charges, or prejudicially affects the estate or interest protected by this caveat until this caveat is withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of section 143 of the Land Transfer Act 2017.

Address for Service of Caveator

Simpson Grierson
C/- Hynds Foundation
nick.wilson@simpsongrierson.com

Address for Registered Owner

Buddle Findlay
C/- New Zealand Industrial Park Limited
Mathew.Gribben@buddlefindlay.com

Caveator Certifications

I certify that I have the authority to act for the Caveator 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



View Instrument Details

Caveator Certifications

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 Nicholas John Wilson as Caveator Representative on 20/02/2025 09:02 AM

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

DO36550.3C&NO

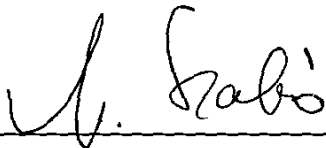
**CONSENT NOTICE ISSUED PURSUANT TO SECTIONS 221 AND 224 OF THE
RESOURCE MANAGEMENT ACT 1991**

1. **DAVID SCOTT HALL** and **GLENDA DORIS HALL** both of Pokeno, farmers as tenants in common in equal shares are registered proprietors of an estate in fee simple in the parcel of land described in the first schedule ("the land").
2. The owners have requested **THE FRANKLIN DISTRICT COUNCIL** ("the Council") to consent to a plan of subdivision of the land.
3. The Council granted a subdivision consent (file no: 6/17/47) under the Resource Management Act 1991 on 4 October 1995 for the owners to subdivide the land subject to the conditions set out in the third schedule which are to be complied with on a continuing basis by the owners and subsequent owners of that land described in the second schedule being a new lot in the subdivision.

THIS NOTICE is dated the 29th day of March 1996

SIGNED on behalf of and by the
authority of **The Franklin District
Council** under section 252(1)(a) of the
Local Government Act 1974:

plan 174153



M Szabo
Chief Executive

FIRST SCHEDULE
(the land)

All that parcel of land containing 42.8508 hectares more or less being parts allotments 309 and 310 Parish of Mangatawhiri and part of the said allotment 309 being more particularly described as Lot 2 Deposited Plan 89760 and being all the land comprised and described in Certificate of Title 52D/923 (North Auckland Registry)

SUBJECT TO: Section 206 Land Act 1924, Section 8 Coal Mines Amendment Act 1950 and Mortgages 956459.4 and C611566.2

SECOND SCHEDULE
(the new lots)

All that parcel of land containing 21.6420 hectares more or less being Lot 2 Deposited Plan
174153 and being all the land comprised and described in Certificate of Title 106E/729
(North Auckland Registry)

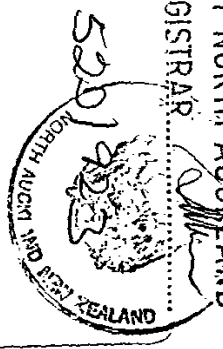
~~SUBJECT TO:~~

THIRD SCHEDULE
(the conditions)

The land described in the second schedule cannot be used for creating a bush/conservation
Lot under Rule 616.9 of the Franklin County Section of the Franklin District Transitional
District Plan or Rule 22.3 of the Proposed Franklin District Plan.

11.01 22.AUG96 D 036550

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
ASST. LAND REGISTRAR



3

DO36550-6BON

IN THIS BOND given this *8th* day of *July* 1996 the following expressions shall have the following meanings:

THE OWNERS: **DAVID SCOTT HALL** and **GLENDA DORIS HALL** both of Pokeno, farmers as tenants in common in equal shares

THE COUNCIL: **THE FRANKLIN DISTRICT COUNCIL** duly constituted under the Local Government Act 1974

THE SUM: **TWO THOUSAND DOLLARS (\$2,000)** per tree or bush to the maximum sum of **ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000)**

THE ESTATE: Fee simple

THE LAND: All that parcel of land containing 21.6420 hectares more or less being Lot 2 Deposited Plan 174153 and being all the land comprised and described in Certificate of Title 1060/729 (North Auckland Registry) **SUBJECT TO:** *MORTGAGES 611566.2 and 956459.4*

KNOW ALL MEN BY THESE PRESENTS that the owners are held and firmly bound to the Council in the sum to be paid to the Council for which payment well and truly to be made the owners bind themselves firmly by these presents.

NOW THE CONDITION of the above bond is that if the owners shall duly and punctually observe and perform all and singular the covenants agreements and stipulations and provisions contained and implied in the schedule below then this bond shall become void but otherwise shall remain in full force and effect.

S. H.
G. D. H.
K. S.

And the owners **HEREBY COVENANT** with the Council:

1. That in case of default being made in the performance and observance of the foregoing condition the sum shall be recoverable by the Council from the owners or when the owners are no longer the registered proprietors of the land then from the registered proprietors for the time being of the land as liquidated damages in any court of competent jurisdiction.
2. The owners shall pay the costs of the Council and its solicitors for the preparation and registration of these presents and for the preparation and registration of any

release hereof and any and all further costs incurred by the Council in exercising any of its rights powers or remedies hereunder.

3. In these presents where the context requires:
 - 3.1 The expression "the owners" and "the Council" shall include their respective executors, administrators, successors and assigns.
 - 3.2 Words importing one gender shall import all other genders.
 - 3.3 Words importing the plural or singular shall import the singular or plural respectively.
4. This bond shall create a continuing and running obligation on the part of the owners to observe and perform the said covenants agreements and stipulations contained and implied in the schedule below and payment of the sum or any part thereof shall not exonerate the owners from the continuous compliance with the said covenants agreements and stipulations and demand for such payment by the Council in respect of any breach hereof.

In witness of which this agreement has been executed.

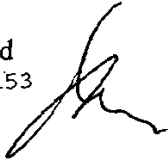
SCHEDULE

1. The owners covenant with the Council that during the term of 999 years from the date hereof the owners or their successors in title for the time being registered as proprietors of Lot 2 Deposited Plan No. 174153 a copy of which plan is annexed hereto shall preserve the natural landscape trees and areas of bush now thereon within that part of Lot 2 shown as the area outlined and shaded in green and marked "Z" on the said annexed copy of Deposited Plan No. 174153 and 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 any of such natural landscape trees or areas of bush or suffer or permit the cutting down damaging or destruction of any of such natural landscape trees or areas of bush and shall not do anything which would prejudice the health of any of such trees or bush except where such plants are a noxious plant as defined in section 4 of the Noxious Plants Act 1978 or any enactment in substitution therefor. The owners shall be deemed to be not in breach of this covenant if any of such trees or bush shall die from fire or natural causes not attributable to any act or default by or on behalf of the owners or for which the owners are responsible.
2. The owners shall not allow any stock to enter or graze the area outlined and shaded in green and marked "Z" on the annexed copy of Deposited Plan No. 174153 and shall erect and maintain around the said area a stock-proof fence. Such fence to be a 7-wire fence with posts no more than 5 metres apart and with a minimum of 5 battens

S. J.
E. J.
R. S.

between each post and otherwise as defined in clause 7 of the second schedule of the Fencing Act 1978.

3. The owners shall not allow or cause to be lit any fire in or around the area outlined and shaded in green and marked "Z" on the annexed copy Deposited Plan No. 174153 during such times as there may be a risk of the fire spreading into the said area.
4. That in the case of default being made in the performance and observance of the above covenants the sum of **TWO THOUSAND DOLLARS (\$2,000)** in respect of each tree or bush shall be recoverable by the Council upon demand from the owners or registered proprietors for the time being of the land as liquidated damages in any court of competent jurisdiction. The maximum sum recoverable by the Council shall not exceed the sum of **ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000)**.
5. The sum shall be reviewed on each anniversary of the date of this bond by multiplying the sum by the following fraction: $N1/B1$, where B1 is the Consumer Price Index in respect of the quarter ending immediately preceding the date of this bond and N1 is the Consumer Price Index in respect of the quarter immediately preceding the anniversary date on which the review takes place.
6. The owners will permit officers of the Council to enter upon the land at any reasonable time and from time to time to ensure that the owners have carried out the terms of this bond.

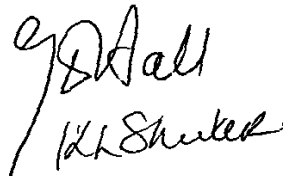
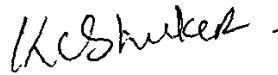


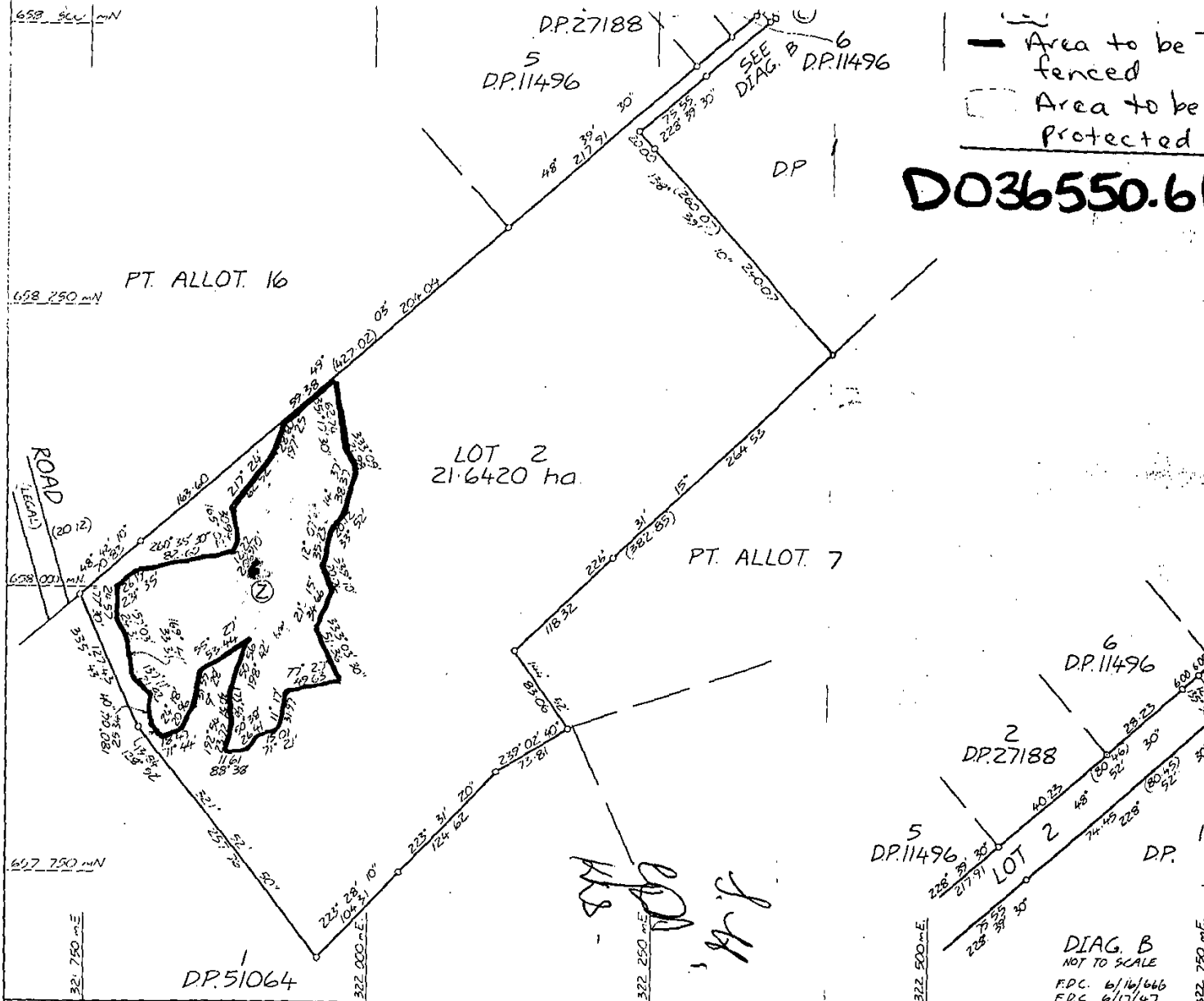
SIGNED by DAVID SCOTT HALL in the presence of:

KERRILL LYNN SHUKER
7 MARKET RD
POKENO
CHARGE NURSE DUTY MANAGER.

SIGNED by GLENDA DORIS HALL in the presence of:

KERRILL LYNN SHUKER
7 MARKET RD
POKENO,
CHARGE NURSE DUTY MANAGER.





Area to be fenced
 Area to be protected

D036550.6 Bon

RESOURCES MANAGEMENT ACT 1991
 THE 14th DAY OF MARCH 1996 SUBJECT
 TO THE GRANTING OF RESERVING OF THE
 EASEMENT SET OUT IN THE MEMORANDUM
 HERON THE COMMON SEAL OF THE FRANKLIN
 DISTRICT COUNCIL AS AFFIXED HERETO IN
 THE PRESENCE OF

[Signature]
 MAYOR
[Signature]
 CHIEF EXECUTIVE

MEMORANDUM OF EASEMENT			
PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
R.O.W.	©	LOT 2 HERON	LOT 1 DP.

AREA ② TO BE SUBJECT TO A LAND COVENANT

REGISTERED OWNERS:-
 B.S. & G.D. HALL

NEW C.T. ALLOCATED:-
 LOT 2:-

Total Area 21.6420 ha

Comprised in C.T. 529/223 (P)

I, DOUGLAS GRANT CURFIELD
 Registered Surveyor and holder of an annual practicing certificate for
 who may act as a registered surveyor pursuant to section 25 of the
 Survey Act 1988) hereby certify that this plan has been made from
 survey executed by me or under my directions, that both plan and
 survey are correct and have been made in accordance with the Survey
 Regulations 1972 or any regulations made in substitution thereof.
 Dated at this day
 of 19

Field Book p. Traverse Book p.
 Reference Plans
 Examined Correct

Approved as to Survey
 Chief Surveyor

Deposited this day of 19

District Land Registrar

LAND DISTRICT NORTH AUCKLAND
 SURVEY BLK. & DIST. I. MARAMARUA
 NZMS 261 SHT RECORD MAP No

LOT 2 BEING SUBDIVISION OF LOT 2 PP.89760
 & PT. ALLOT. 309 MANGATAWHIRI PARISH

TERRITORIAL AUTHORITY FRANKLIN DISTRICT
 Surveyed by MADSEN, LAWRIE CONSULTANTS
 Scale 1:2500 Date MARCH 1996

CONSENT OF MORTGAGEE

ANZ BANKING GROUP (NEW ZEALAND) LIMITED being the mortgagee under and by virtue of memorandum of mortgage no. C611566.2 (North Auckland Registry) **HEREBY CONSENTS** to the foregoing bond and undertakes that in the event of the mortgagee exercising any of the mortgagee's rights powers and remedies under the said mortgage it shall do so subject to the provisions of the foregoing bond.

DATED this *8th* day of *July* 1996

ANZ Banking Group
(New Zealand) Limited

By its Attorney *Yvonne Jane Barker*

Acting Manager
Securities



Mohammed Azad Khan
Bank Officer Auckland

S. H.
CFA
KS

ANZ BANKING GROUP (NEW ZEALAND) LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Yvonne June Bark of Auckland in New Zealand, Acting Manager Securities of ANZ Banking Group (New Zealand) Limited, hereby certify that:

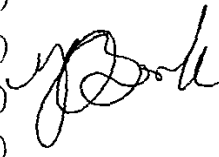
1. By deed dated 23 December 1994 I was, by virtue of my holding a specified office, appointed Local Attorney of ANZ Banking Group (New Zealand) Limited, a Company incorporated in New Zealand and having its head office at Wellington, on the terms and subject to the conditions set out in that deed.

Copies of that deed are deposited in the Land Transfer Offices listed below under the number shown alongside each of those offices:

North Auckland	C701595.1F	Nelson	345112.1
South Auckland	B250811.	Marlborough	177772.
Gisborne	G201332.1	Canterbury	A156447/1
Hawkes Bay	618733.1	Westland	100272.
Taranaki	417741.	Otago	873424.
Wellington	B413857.1	Southland	227623.1

2. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of ANZ Banking Group (New Zealand) Limited or otherwise.

SIGNED by the abovenamed
Local Attorney at Auckland
this 8th
day of July 19 96

)
)
) 
)

CONSENT OF MORTGAGEE

JOHN MORRISON HALL and **JUDITH ANNE HALL** being the mortgagee under and by virtue of memorandum of mortgage no. 956459.4 (North Auckland Registry) **HEREBY CONSENTS** to the foregoing bond and undertakes that in the event of the mortgagee exercising any of the mortgagee's rights powers and remedies under the said mortgage it shall do so subject to the provisions of the foregoing bond.


DATED this 22nd day of June 1996

SIGNED by **JOHN MORRISON HALL**
and **JUDITH ANNE HALL** in the
presence of:


ALAN WILLIAM JOHNSON

COMPANY DIRECTOR

302 ENSOR ST.
THAMES.


J Hall

BOND under section 108 Resource
Management Act 1991

Correct for the purposes of the Land
Transfer Act 1952



Solicitor for the Council

**DAVID SCOTT HALL and GLENDA
DORIS HALL**

The Owners

**THE FRANKLIN DISTRICT
COUNCIL**

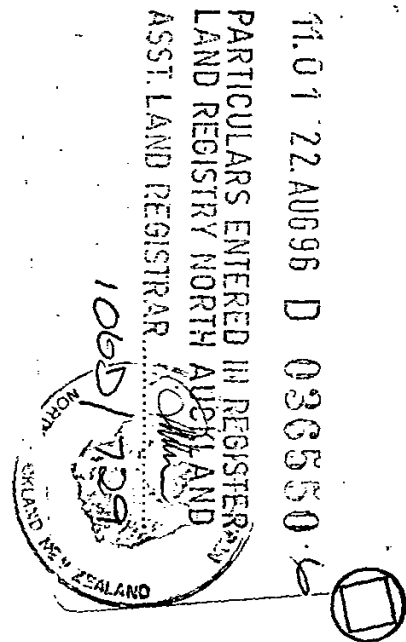
The Council

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

Assistant - Land Registrar North
Auckland

SIMPSON GRIERSON
SOLICITORS
AUCKLAND

AK960810.693s1p2v1+



D 088573.3 TE

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

South Auckland

Certificate of Title No. All or Part? Area and legal description — *Insert only when part or Stratum, CT*

106D	729	All	
------	-----	-----	--

01jdd1 13:34:54 18/10/1996 0000018629
 New Zealand Stamp Duty - Duty
 Self assessed duty - \$33,333,333.00

Transferor Surnames must be underlined

DAVID SCOTT HALL and GLENDA DORIS HALL, Sharemilkers, both of Pokeno

Transferee Surnames must be underlined

Builder
PAUL WILLIAM CLEAVER, ~~Electrician~~, and DIANE JANICE CLEAVER, his wife, both of Pokeno

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.*

Fee simple together with Electricity Easement, Telephone Easement, Right of Way Easement and reserving a Right of Way Easement (continued on pages 2 to 5 Annexure Schedules)

Consideration

Two hundred and eighteen thousand dollars (\$218,000.00)

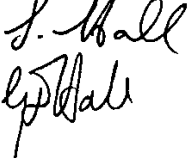

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 17 day of October 19 96

1986-40001212-196
 1986-40001212-196
 1986-40001212-196

Attestation

 	Signed in my presence by the Transferor
	Signature of Witness
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name <u>JOHN KEITH KENYON</u> Occupation <u>SOLICITOR</u> Address <u>AUCKLAND</u>

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952
 Certified that Part 11A of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply.
 Certified that no conveyance duty is payable by virtue of Section 241(1) of the Stamp and Cheque Duties Act 1952
 (DELETE IN APPLICABLE CERTIFICATE)


 Solicitor for the Transferee

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 7. 10. 96

Page 2 of 5 Pages

CONTINUATION OF ESTATE OR "EASEMENT TO BE CREATED"

A. ELECTRICITY EASEMENT

1053/501

The Transferor grants to the Transferee an easement ("Electricity Easement") over that part of Certificate of Title 276/219 marked "A" and "B" and "C" on Deposited Plan 174152 ("the first land") to be forever appurtenant to the land in Certificate of Title 106D/729 ("the second land") (in common with the Transferor and all other persons having the like right) to lead and convey electricity and electric impulses without interruption or impediment (except any periods of necessary renewal and/or repair) from the public street adjoining the first land by means of conduits, cables for pipes laid or to be laid under the surface of and through the soil of the first land to the second land; and

for the above purposes the Transferor and other authorised persons shall have the right:

- (a) To enter and re-enter on the first land on foot or by reasonable mode of transport;
- (b) To take on to the first land all necessary tools, materials, machinery and equipment;
- (c) To carry out on the first land such works as are required for the exercise of the powers and authorities hereby granted;

together with the right of ingress and egress or regress across the first land for the purposes of the Electricity Easement from the public street the second land.

B. TELEPHONE EASEMENT

The Transferor grants to the Transferee an easement ("Telephone Easement") over the first land (marked "A" and "B" and "C" on Deposited Plan 174152) to be forever appurtenant to the second land (in common with the Transferor and all other persons having the like right) to convey telephone and similar services without interruption or impediment (except during any periods of necessary renewal and/or repair) from the public street adjoining the first land by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the first land to the second land; and

for the above purposes the Transferor and other authorised persons shall have the right:

- (a) To enter and re-enter on the first land on foot or by reasonable mode of transport;
- (b) To take on to the first land all necessary tools, materials, machinery and equipment;
- (c) To carry out on the first land such works as are required for the exercise of the powers and authorities hereby granted;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

S. Hall *[Signature]* *[Signature]* *[Signature]*

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

7.10.96

Page

3

of

5

Pages

together with the right of ingress and egress or regress across the first land for the purposes of the Telephone Easement from the public street the second land.

C. RIGHT OF WAY EASEMENT

The Transferor grants to the Transferee an **easement of right of way** ("Right of Way Easement") over the first land (marked "A" and "B" on Deposited Plan 174152) to be forever appurtenant to the second land with the following rights and powers:

- (a) (Subject to the Terms, Conditions, Covenants and Restrictions Clause 3.2) the Transferee and other authorised persons have the right (in common with the Transferor and other authorised persons) to pass and re-pass on foot with or without domestic (including farming) animals of any kind; and
- (b) With motor and other vehicles laden and unladen, machinery and implements of any kind; for all purposes connected with the use and enjoyment of the second land over and along areas "A" and "B" or either of them.

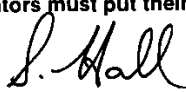
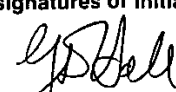
D. RIGHT OF WAY RESERVATION

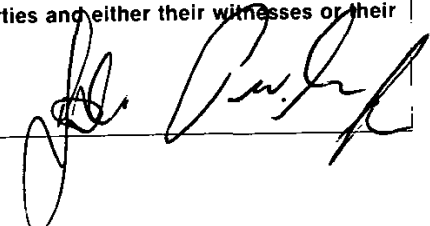
The Transferor reserves and shall have a right of way ("Reserved Right of Way Easement") over that part of Certificate of Title 106D/729 marked "C" on Deposited Plan 174153 to be forever appurtenant to the land in Certificate of Title 106D/727 ("Lot 1") with the rights and powers for the Transferor and other authorised persons to have the right (in common with the Transferor and other authorised persons) to pass and re-pass on foot with or without domestic (including farming) animals of any kind and with motor and other vehicles laden and unladen, machinery and implements of any kind for all purposes connected with the use and enjoyment of Lot 1, over and along Area "C".

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE ABOVE EASEMENTS**1. Electricity Easement**

The dominant owner shall be responsible for arranging the installation of the electricity supply and the repair and maintenance of the supply so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or nuisance.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 7.10.96

Page 4 of 5 Pages

2. Telephone Easement

The dominant owner shall be responsible for arranging the installation of the telephone service and the repair and maintenance of the telephone service so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or nuisance.

3. Right of Way Easements

3.1 In respect of each Right of Way Easement, the Dominant Owner shall be responsible for the formation of the Right of Way and exit for the Right of Way Easement.

3.2 The Right of Way Easement (not being the Reserved Right of Way Easement) shall be subject to the restriction that the area marked "A" on Deposited Plan 174152 shall be for the exclusive use of the Transferee and other authorised persons with the exception that the Transferor may use the said area for the purposes only of moving domestic (including farming) animals, only for so long as a Hall Family Member is or Members are the registered proprietors of Lot 1 Deposited Plan 174152, Lot 5 and Lot 6 Deposited Plan 11496 and Lot 2 Deposited Plan 27188 or any of those lots or their derivatives.

4. General (in relation to all easements)

4.1 In relation to all easements in this Transfer:

- (a) The Dominant Owner will in exercise of the rights and powers hereby granted take reasonable and proper care not to damage any property on the easements.
- (b) On completion of any works by the Dominant Owner pursuant to an easement when the Dominant Owner was required to open up the surface of the easement, the Dominant Owner shall restore the surface of the easement as nearly as possible to its former condition and replace the soil at the surface and turf (if any).
- (c) The Dominant Owner will repair any damage to fences, drains or other improvements in the vicinity of the easements caused by the Dominant Owner carrying out any work on the easements.
- (d) The Servient Owner shall not permit the growth of any trees, shrubs or other vegetation or the erection or establishment of any structure whatsoever on the easements which:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

Insert below "Mortgage", "Transfer", "Lease" etc

Transfer

Dated 7.12.96

Page 5 of 5 Pages

- (i) In the reasonable opinion of the Dominant Owner may impede an easement; or
 - (ii) Endanger or cause nuisance to the easement(s) or persons working on an easement in the course of their duties; or
 - (iii) Transgress any bylaw or any statutory regulation relating to any works on easement.
- (e) Except as otherwise provided herein the cost of any repair and maintenance on the easements shall be borne by the Dominant Owner and other authorised persons and the Servient Owner and other authorised persons in proportion to their use.
- (f) Any dispute as to terms or the interpretation of these easements shall be referred to a single arbitrator if one can be agreed upon otherwise to two arbitrators, one to be appointed by each party and their umpire to be appointed before proceeding in the reference pursuant to the provisions of the Arbitration Act 1908 and any amendments thereto.

4.2 The parties agree that the following definitions shall apply in this Transfer:

"Dominant Owner" means any or all registered proprietors of land having the benefit of an easement in relation to that easement

"Other Authorised Persons" means the agents, employees, contractors, tenants, licensees and invitees of the person and all other persons authorised or invited by the person to enjoy the relevant easement and, where the context so admits, means any of such persons

"Servient Owner" means any or all registered proprietors of a servient land subject to an easement in relation to that easement

"Hall Family Member" means David Scott Hall, Glenda Doris Hall, any of their children or grandchildren (or spouses of their children and grandchildren) (or any trust where the beneficiaries are a Hall family member or any company where the controlling shareholding is held by or for the beneficial ownership of a Hall family member.

Continuation of attestation.

SIGNED by the said PAUL WILLIAM CLEAVER and)
DIANE JANICE CLEAVER in the presence of:)

MCG1F0BB

Witness: Marie A. Offen
Legal Executive

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

TRANSFER


Land Transfer Act 1952

Law Firm Acting
MARTELLI McKEGG WELLS & CORMACK SOLICITORS AUCKLAND

Auckland District Law Society
REF: 4135

Transfer of
land
1008/129
1008/122
1008/129
1058/507

ASST. LAND REGISTRARS
LAND REGISTRY AUCKLAND
NEW ZEALAND



11.33 20.JAN97 D 088573 03

This page is for Land Registry Office use or
(except for "Law Firm Acting")



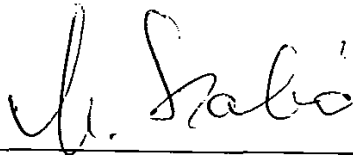
D231389.2 CONO

**CONSENT NOTICE ISSUED PURSUANT TO SECTIONS 221 AND 224 OF THE
RESOURCE MANAGEMENT ACT 1991**

1. **WINSTONE AGGREGATES LIMITED** at Auckland is registered proprietor of an estate in fee simple in the parcel of land described in the first schedule (the "Land").
2. **THE FRANKLIN DISTRICT COUNCIL** (the "Council") has consented to a plan of subdivision affecting the Land.
3. The Council granted a subdivision consent (file no. 6/16/986) under the Resource Management Act 1991 on 27 July 1995 for the owners to subdivide subject to the conditions set out in the second schedule which are to be complied with on a continuing basis by the owner and subsequent owners of the Land.

THIS NOTICE is dated the 13th day of October 1997

SIGNED on behalf of and by the
authority of **THE FRANKLIN
DISTRICT COUNCIL** under section
252(1)(a) of the Local Government Act
1974:



M Szabo
Chief Executive

FIRST SCHEDULE
(the Land)

~~/~~ All those parcels of land together containing 5122m² more or less being Lot 2 Deposited Plan
184553 and being allotment 5 Section II Havelock Village and being all the land
comprised and described in Certificate of Title (North Auckland Registry)
SUBJECT TO:

~~/~~ **SECOND SCHEDULE**
(the conditions)

No dwelling shall be permitted to be erected on the parcel of land described in the first schedule.

Produced
Exhiben

3.19 23 DEC 97 11 231389'2
9.00 3 months
PARTICULARS FUTURE
LAND REGIS
ASST LA
35010
767



[Handwritten signature]

② C221.825



D284105.4 Y

LAND COVENANT for noting against Land Transfer Register pursuant to section 126
Property Law Act 1952

IN THE MATTER of the Property Law Act
1952

A N D

IN THE MATTER of land registered under
the Land Transfer Act
1952

DEED dated the 30th day of April 19978

PARTIES

PAUL WILLIAM CLEAVER, builder and **DIANE JANICE CLEAVER**, his wife,
both of Pokeno (together with their successors in title) ("**Covenantor**")

WINSTONE AGGREGATES LIMITED at Auckland (together with its successors
in title) ("**Covenantee**")

INTRODUCTION

- A. The Covenantor is the registered proprietor of the land described in Schedule 1 ("**Cleaver Land**").
- B. The Covenantee is the registered proprietor of the land described in Schedule 2 ("**Quarry Land**").
- C. The Covenantee and/or the occupiers and operators of the Quarry Land propose to carry out and will carry out various quarrying activities on the Quarry Land which result in or are likely to result in noise, vibration, earth movement, dust, effects of explosion and the usual incidences of quarrying which may have consequences beyond the boundaries of the Quarry Land.
- D. The Covenantor has intended to erect a dwelling on land in the vicinity of the Quarry Land which will affect the ability of the occupiers and operators of the Quarry Land, to carry out quarrying on the Quarry Land.
- E. The occupier and operator of the Quarry Land has agreed to withdraw its application for an enforcement order preventing Cleaver from erecting a dwelling on land in the vicinity of the Quarry Land in consideration of (inter alia) the Covenantor agreeing to enter into this deed, and in further consideration of the provisions contained in an agreement between the Covenantor and the Covenantee dated

COVENANTS

Now therefore the Covenantor for themselves, their successors in title, assigns and lessees **hereby covenants and agrees** with the Covenantee, its successors in title and assigns and the occupiers and operators of the Quarry Land as a positive covenant for the benefit of the registered proprietors from time to time of the Quarry Land and the occupiers and operators of the Quarry Land and any part thereof that they will henceforth and at all times hereafter observe the stipulations and restrictions contained in Schedule 3 **to the end and intent** that such stipulations and restrictions shall enure for the benefit of the Quarry Land and the occupiers and operators of the Quarry Land for a term of 200 years from the date of this deed, or terminating on such earlier date as quarrying operations on the Quarry Land shall cease **provided always** that any party shall as regards this covenant be liable only in respect of breaches of this covenant which shall occur while it shall be the registered proprietor of the Cleaver Land or any part thereof.

IN WITNESS WHEREOF this deed has been executed the day and year first hereinbefore written.

SIGNED by **PAUL WILLIAM CLEAVER** in the presence of:



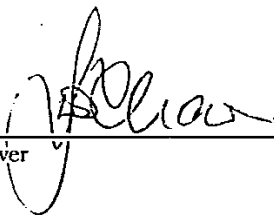
P W Cleaver

Witness to signature:

Raymond Paul Bowate
R. P. Bowate
Signature of witness

Farmer Contractor
Occupation
Hatted Road
Ramarama
City/town of residence

SIGNED by **DIANE JANICE CLEAVER** in the presence of:

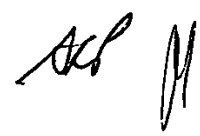


D J Cleaver

Witness to signature:

Raymond Paul Bowate
R. P. Bowate
Signature of witness

Farmer Contractor
Occupation
Hatted Road
Ramarama
City/town of residence



SIGNED by WINSTONE
AGGREGATES LIMITED by two
directors:



[Handwritten signature]

Signature of director

SCOTT LEONARD PATERSON
Name of director

[Handwritten signature]

Signature of ~~director~~ AUTHORIZED OFFICER

ROBERT ALAN LEONARD NYSSAN
Name of ~~director~~ AUTHORIZED OFFICER

SCHEDULE 1

(Cleaver Land)

4.1524 ha more or less being Lot 1 DP 184589, CT 114C/607

AP 4

SCHEDULE 2
(Quarry Land)

The following parcels of land:

- (a) 13.2400ha, Lot 1 DP 51064, CT 2106/96;
- (b) 39.9111ha, Lot 2 DP 19386 and part DP 5210, CT 449/46;
- (c) 34.0922ha, Lots 1 and 2 DP 23610, CT 1011/257;
- (d) 18.4011ha, Sections 1 & 2 SO 67606, Lot 1 DP 19386 and Lot 1 DP 173185, CT 97B/957;
- (e) 20.2165ha, Section 215 Parish of Mangatawhiri, CT 17D/19;
- (f) 3.5286ha, Allotment 18 Section IV Havelock Village, CT 35C/658;
- (g) 1.4621ha, Allotment 9 Section X Havelock Village, CT 35C/660;
- (h) 6206m², Allotment 6 Section IX Havelock Village, CT 35C/659;
- (i) 4213m², Allotment 2 Section II Havelock Village, CT 35C/655;
- (j) 2913m², Allotment 5 Section II Havelock Village, CT 35C/656;
- (k) 2833m², Allotment 4 Section II Havelock Village, CT 779/159;
- (l) 3105m², Allotment 13 Section III Havelock Village, CT 35C/657;
- (m) 4046m², Allotment 1 Section III Havelock Village, CT 765/82 (limited as to parcels);
- (n) 2024m², Allotment 2 Section IX Havelock Village, CT 541/52.

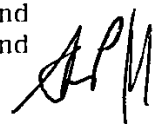
[to be amended prior to registration to include Block 2 and details of amalgamated certificate of title]

- (o) 8.4821 ha, Lot 2 DP 184589, CT 114C/608



SCHEDULE 3**(The Covenants)**

1. The Covenantor shall ensure that at all times during the term of this covenant, the Cleaver Land is used only for the purpose of grazing and/or lifestyle farming which use may include the erection of implement sheds and/or storage sheds, provided that any lifestyle farming will not interfere with the operation of the quarry on the Quarry Land. In particular but without limiting the generality of the foregoing, the Covenantor shall ensure that no additional dwelling is erected or placed on the Cleaver Land.
2. The Covenantor is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees or tenants or any other users coming to use or having an interest in the Cleaver Land or any part thereof, of:
 - (a) the proximity of a working quarry and other land to be developed and used as a working quarry located upon the Quarry Land; and
 - (b) the usual incidences of quarrying including (but without limitation) noise, vibrations, earth movement, transport of materials, dust, and effect of explosion ("**Quarrying**") which may have consequences beyond the boundaries of the Quarry Land.
3. The Covenantor will allow the Covenantee to carry on the activities of Quarrying without interference or restraint from the Covenantor.
4. The Covenantor shall not make or bring any claim, writ, demand for damages, costs, expenses or allege any liability whatever on the part of the Covenantee and/or the Quarry occupiers or operators arising out of or caused or contributed to by the fact that the Quarry Land is or will be used by the Covenantee, and/or the occupiers or operators for Quarrying provided that Quarrying is being carried out in compliance with clause 3 of this deed.
5. The Covenantee and/or the occupiers and operators of the Quarry Land covenant with the Covenantor, that for the remaining economic life of the quarry, that quarrying on the Quarry Land will, subject to the proviso at the end of this clause, at all times be carried on in full compliance with the applicable rules of the Franklin District Council District Plan. Provided that such compliance is without prejudice to any existing use right enjoyed by the Covenantee and/or occupiers and operators of the quarry which may be inconsistent with District Plan requirements.
6. The Covenantor shall not, as part of any application for a resource consent by the Covenantee and/or the occupiers and operators of the Quarry Land related to Quarrying use, or as part of any review of or change to the applicable district plan, whether on the grounds of the effects of Quarrying on the use of the Cleaver Land or on any other grounds, make any submission seeking to apply to the Quarry Land any noise, dust and/or vibration standards or any other environmental controls, rules or policies, which are more stringent on the Quarry Land than those which apply currently or in the future, under the district plan applicable to the Quarry Land or to the surrounding similarly zoned land.
7. The Covenantor shall pay its solicitors' legal costs and disbursements directly or indirectly attributable to the perusal, execution and registration of this deed and its covenants together with the Covenantee's and/or the Quarry occupiers and



operators' solicitors' legal costs and disbursements directly or indirectly attributable to the enforcement of this deed and its covenants.

8. The Covenantee and/or Quarry occupiers and operators shall pay its solicitors' legal costs and disbursements directly or indirectly attributable to the preparation perusal and execution of this deed and its covenants.

Handwritten signature or initials, possibly 'APU', in the bottom right corner of the page.

TO: The District Land Registrar
North Auckland Land Registry

Please note the land covenant contained within this deed against the fee simple title to the land described in Schedule 1.



Solicitor for the Covenantor

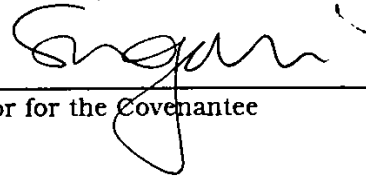


LAND COVENANT

Correct for the purposes of the Land
Transfer Act 1952

**PAUL WILLIAM CLEAVER & DIANE
JANICE CLEAVER**

Covenantor



Solicitor for the Covenantee

WINSTONE AGGREGATES LIMITED

Covenantee

Particulars entered in the Register as
shown in the First Schedule herein on
the date and the time stamped below

District/Assistant Land Registrar
of the District of North Auckland

2005/03/03 10:00 AM

RUSSELL McVEAGH McKENZIE BARTLEET & CO
SOLICITORS
AUCKLAND



LINZ COPY

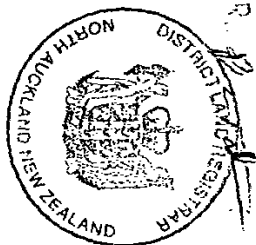
PRODUCED 3.03 23 JUN 98 D 284105.4

ENTERED

^{4.00} 6 Aug 98

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND

ASST LAND REGISTRAR



COVENANT WHICH WILL BE PLACED
ON EXISTING MORTGAGE

D284105.6 COV

LAND COVENANT for noting against Land Transfer Register pursuant to section 126
Property Law Act 1952

IN THE MATTER of the Property Law Act
1952

A N D

IN THE MATTER of land registered under
the Land Transfer Act
1952

DEED dated the 30th day of April 1998

PARTIES

PAUL WILLIAM CLEAVER, builder and **DIANE JANICE CLEAVER**, his wife,
both of Pokeno (together with their successors in title) ("**Covenantor**")

WINSTONE AGGREGATES LIMITED at Auckland (together with its successors
in title) ("**Covenantee**")

INTRODUCTION

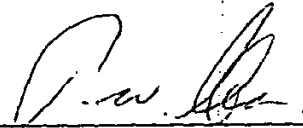
- A. The Covenantor is the registered proprietor of the land described in Schedule 1 ("**Cleaver Land**").
- B. The Covenantee is the registered proprietor of the land described in Schedule 2 ("**Quarry Land**").
- C. The Covenantee and/or the occupiers and operators of the Quarry Land propose to carry out and will carry out various quarrying activities on the Quarry Land which result in or are likely to result in noise, vibration, earth movement, dust, effects of explosion and the usual incidences of quarrying which may have consequences beyond the boundaries of the Quarry Land.
- D. The Covenantor has intended to erect a dwelling on the Cleaver Land which will affect the ability of the occupiers and operators of the Quarry Land, to carry out quarrying on the Quarry Land.
- E. The occupier and operator of the Quarry Land has agreed to withdraw its application for an enforcement order preventing Cleaver from erecting a dwelling on the Cleaver Land in consideration of (inter alia) the Covenantor agreeing to enter into this deed, and in further consideration of the provisions contained in an agreement between the Covenantor and the Covenantee dated
- F. The Covenantor's mortgagee's consent to registration of the covenants contained in this deed, is set out in Schedule 4.

COVENANTS

Now therefore the Covenantor for themselves, their successors in title, assigns and lessees **hereby covenants and agrees** with the Covenantee, its successors in title and assigns and the occupiers and operators of the Quarry Land as a positive covenant for the benefit of the registered proprietors from time to time of the Quarry Land and the occupiers and operators of the Quarry Land and any part thereof that they will henceforth and at all times hereafter observe the stipulations and restrictions contained in Schedule 3 **to the end and intent** that such stipulations and restrictions shall enure for the benefit of the Quarry Land and the occupiers and operators of the Quarry Land for a term of 200 years from the date of this deed, or terminating on such earlier date as quarrying operations on the Quarry Land shall cease **provided always** that any party shall as regards this covenant be liable only in respect of breaches of this covenant which shall occur while it shall be the registered proprietor of the Cleaver Land or any part thereof.

IN WITNESS WHEREOF this deed has been executed the day and year first hereinbefore written.

SIGNED by **PAUL WILLIAM CLEAVER** in the presence of:


P W Cleaver

Witness to signature:

Raymond Paul Bowden



Signature of witness

Farmer Contractor


Occupation

Matted Road

Ramarama

City/town of residence

SIGNED by **DIANE JANICE CLEAVER** in the presence of:


D J Cleaver

Witness to signature:

Raymond Paul Bowden



Signature of witness

Farmer Contractor

Occupation

Ramarama

City/town of residence



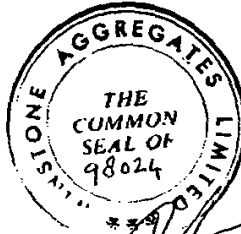
SIGNED by WINSTONE
AGGREGATES LIMITED by two
directors:

[Handwritten signature]

Signature of director

SCOT LEONARD PATERSON

Name of director



3

[Handwritten signature]
Signature of director AUTHORIZED OFFICER

ROBERT ALEC LONNAN NYSSAN

Name of director AUTHORIZED OFFICER

SCHEDULE 1**(Cleaver Land)**

21.4620ha more or less being Lot 2 DP 174153 being all the land comprised and described in CT 106D/729 (North Auckland Registry)

Subject to: Section 206 Land Act 1924
Section 8 Coal Mines Amendment Act 1950
Consent notice D.036550.3
Resolution D.036550.4
Bond D.036550.6
Mortgage D.088573.5

Subject to and together with easements created by Transfer D.088573.3.



SCHEDULE 2**(Quarry Land)**

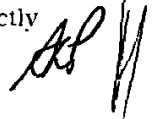
The following parcels of land:

- (a) 13.2400ha, Lot 1 DP 51064, CT 2106/96;
- (b) 39.9111ha, Lot 2 DP 19386 and part DP 5210, CT 449/46;
- (c) 34.0922ha, Lots 1 and 2 DP 23610, CT 1011/257;
- (d) 18.4011ha, Sections 1 & 2 SO 67606, Lot 1 DP 19386 and Lot 1 DP 173185, CT 97B/957;
- (e) 20.2165ha, Section 215 Parish of Mangatawhiri, CT 17D/19;
- (f) 3.5286ha, Allotment 18 Section IV Havelock Village, CT 35C/658;
- (g) 1.4621ha, Allotment 9 Section X Havelock Village, CT 35C/660;
- (h) 6206m², Allotment 6 Section IX Havelock Village, CT 35C/659;
- (i) 4213m², Allotment 2 Section II Havelock Village, CT 35C/655;
- (j) 2913m², Allotment 5 Section II Havelock Village, CT 35C/656;
- (k) 2833m², Allotment 4 Section II Havelock Village, CT 779/159;
- (l) 3105m², Allotment 13 Section III Havelock Village, CT 35C/657;
- (m) 4046m², Allotment 1 Section III Havelock Village, CT 765/82 (limited as to parcels);
- (n) 12.7071 ha, part Allotment 7 Parish of Mangatawhiri, CT 557/70 (limited as to parcels);
- (o) 2024m², Allotment 2 Section IX Havelock Village, CT 541/52;



SCHEDULE 3**(The Covenants)**

1. The Covenantor shall ensure that at all times during the term of this covenant, the Cleaver Land is used only for the purpose of planting and maintaining forestry and/or for grazing which use may include the erection of implement sheds and/or storage sheds. In particular but without limiting the generality of the foregoing, the Covenantor shall ensure that no dwelling is erected on the Cleaver Land.
2. The Covenantor is aware of, and will take all reasonable and appropriate steps to advise all purchasers, lessees, licensees or tenants or any other users coming to use or having an interest in the Cleaver Land or any part thereof, of:
 - (a) the proximity of a working quarry and other land to be developed and used as a working quarry located upon the Quarry Land; and
 - (b) the usual incidences of quarrying including (but without limitation) noise, vibrations, earth movement, transport of materials, dust, and effect of explosion ("**Quarrying**") which may have consequences beyond the boundaries of the Quarry Land.
3. The Covenantor will allow the Covenantee to carry on the activities of Quarrying without interference or restraint from the Covenantor.
4. The Covenantor shall not make or bring any claim, writ, demand for damages, costs, expenses or allege any liability whatever on the part of the Covenantee and/or the Quarry occupiers or operators arising out of or caused or contributed to by the fact that the Quarry Land is or will be used by the Covenantee, and/or the occupiers or operators for Quarrying provided that Quarrying is being carried out in compliance with clause 3 of this deed.
5. The Covenantee and/or the occupiers and operators of the Quarry Land covenant with the Covenantor, that for the remaining economic life of the quarry, that quarrying on the Quarry Land will, subject to the proviso at the end of this clause, at all times be carried on in full compliance with the applicable rules of the Franklin District Council District Plan. Provided that such compliance is without prejudice to any existing use right enjoyed by the Covenantee and/or occupiers and operators of the quarry which may be inconsistent with District Plan requirements.
6. The Covenantor shall not, as part of any application for a resource consent by the Covenantee and/or the occupiers and operators of the Quarry Land related to Quarrying use, or as part of any review of or change to the applicable district plan, whether on the grounds of the effects of Quarrying on the use of the Cleaver Land or on any other grounds, make any submission seeking to apply to the Quarry Land any noise, dust and/or vibration standards or any other environmental controls, rules or policies, which are more stringent on the Quarry Land than those which apply currently or in the future, under the district plan applicable to the Quarry Land or to the surrounding similarly zoned land.
7. The Covenantor shall pay its solicitors' legal costs and disbursements directly or indirectly attributable to the perusal, execution and registration of this deed and its covenants together with the Covenantee's and/or the Quarry occupiers and operators' solicitors' legal costs and disbursements directly or indirectly attributable to the enforcement of this deed and its covenants.



8. The Covenantee and/or Quarry occupiers and operators shall pay its solicitors' legal costs and disbursements directly or indirectly attributable to the preparation perusal and execution of this deed and its covenants.



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

WE John Henry LISTER and Simon Andrew MACKENZIE
both of Auckland in New Zealand, Bank Officers

HEREBY CERTIFY -

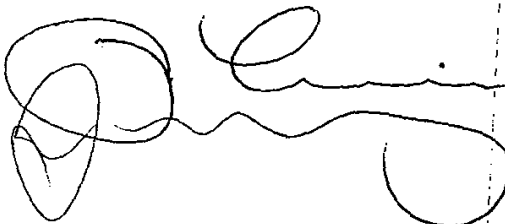
1. **THAT** by Deed dated the 10th July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1
BLENHEIM (Marlborough Registry) and there numbered 187102
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1
DUNEDIN (Otago Registry) and there numbered 915888
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1
HAMILTON (South Auckland Registry) and there numbered B.367046
HOKITIKA (Westland Registry) and there numbered 105721
INVERCARGILL (Southland Registry) and there numbered 244294.1
NAPIER (Hawke's Bay Registry) and there numbered 646199.1
NELSON (Nelson Registry) and there numbered 361557.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551
WELLINGTON (Wellington Registry) and there numbered 533510.1

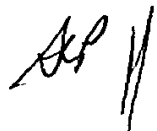
WESTPAC BANKING CORPORATION ARBN 007 457 141 incorporated in New South Wales, Australia ("Westpac") appointed us its Attorneys on the terms and subject to the conditions set out in that Deed and the attached document is executed by us under the powers conferred by that Deed.

2. **THAT** at the date of this certificate, we are Team Leader and Manager of a legal unit of Westpac.
3. **THAT** at the date of this certificate we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Westpac or otherwise.

SIGNED at Auckland)
this 25th day of)
July 1997)




7197

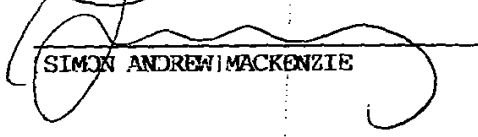


SCHEDULE 4

WESTPAC BANKING CORPORATION, the Mortgagee of the Cleaver Land under and by virtue of Mortgage D.088573.5 **HEREBY CONSENTS** to the registration of the land covenant contained within this deed, against CT 106D/729 (North Auckland Registry)


WESTPAC BANKING CORPORATION by its attorneys
~~and~~ in the presence of:



JOHN HENRY LISTER


SIMON ANDREW MACKENZIE

LYDIA VICTORIA STUBBINGS
Witness to signature:



Signature of witness

WESTPAC BANK OFFICER

Occupation

120 ALBERT STREET, AUCKLAND

City/town of residence



TO: The District Land Registrar
North Auckland Land Registry

Please note the land covenant contained within this deed against the fee simple title to the land described in Schedule 1.



Solicitor for the Covenantor



LAND COVENANT

Correct for the purposes of the Land Transfer Act 1952

**PAUL WILLIAM CLEAVER & DIANE
JANICE CLEAVER**

Covenantor

[Handwritten Signature]

Solicitor for the Covenantee

WINSTONE AGGREGATES LIMITED

Covenantee

Particulars entered in the Register as shown in the First Schedule herein on the date and the time stamped below

District/Assistant Land Registrar
of the District of North Auckland

RUSSELL McVEAGH McKENZIE BARTLEET & CO
SOLICITORS
AUCKLAND

[Handwritten initials]

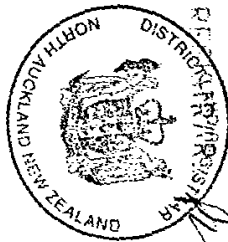
LINZ COPY



RECORDED 3.03 23 JUN 98 D 284105

ENTERED

9.00 6 Aug 98
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
ASST LAND REG



TRANSFER
Land Transfer Act 1952

0541257.3 TE



... there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used; no other format will be received.

Land Registration District

NORTH AUCKLAND

Certificate of Title No. All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

106D	729	Part	5.5870 hectares, Lot 1 DP 199997
------	-----	------	----------------------------------

Transferor Surnames must be underlined or in CAPITALS

Paul William CLEAVER and Diane Janice CLEAVER

Transferee Surnames must be underlined or in CAPITALS

WINSTONE AGGREGATES LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

Fee simple reserving right of way over the area marked "A" on DP199997 in favour of Lot 2 DP199997 being forever appurtenant to the land of the transferor contained in certificate of title 128B/777

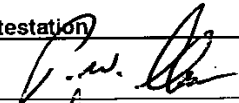
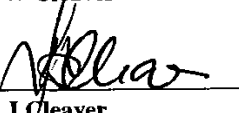
Consideration

In accordance with an agreement

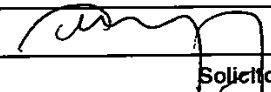
Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 25th day of July 2000

<p>Attestation</p> <p> P W Cleaver</p> <p> D J Cleaver</p> <p>Signature, or common seal of Transferor</p>	<p>Signed in my presence by the Transferor Signature of Witness</p> <hr/> <p>Witness to complete in BLOCK letters <i>(unless typewritten or legibly stamped)</i></p> <p>Witness name Marie A. Offen Occupation Legal Executive Address Takanini</p>
--	---

Certified correct for the purposes of the Land Transfer Act 1952
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)


Solicitor for the Transferee

Approved by Registrar-General
of Land under No. 1995/1003EF



TRANSFER

Land Transfer Act 1952

Law Firm Acting
Russell McVeagh PO Box 8 Auckland 51-53 Shortland Street Auckland

Auckland District Law Society
REF: 4*30 /2

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

Annexure Schedule



below
mortgage, "Transfer", "Lease" etc

Transfer

Dated 25 July 2000

Page 2 of 2 Pages

Signed by Winstone Aggregates
Limited by :

S E Paterson - Director

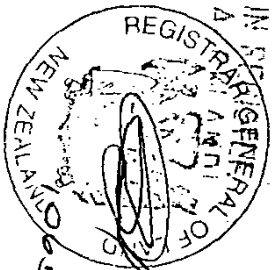
C B Scullin - Director

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

LMNZ COPY ©

3 13 14. SEP 00 D 541257.3

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH A
for REGIST.



060/725



97263 TE 01011870

cont. 96654

APPROVED BY THE DISTRICT LAND REGISTRAR, AUCKLAND. No. 69

Memorandum of Transfer

grant of Right of way and
affidavit to land in vol. 69

no. T. 69/183

Co. to Hayward by
a grant of right of
way over part of
the land in vol
69/183
above land

WHEREAS WILLIAM HENRY COAD of Whangarata in the Provincial District of Auckland in New Zealand Farmer

being registered as proprietor

of an estate in fee simple

subject, however, to such encumbrances, liens, and interests as are notified by memoranda underwritten or endorsed hereon, in that piece of land situated in the said Provincial District of Auckland containing 38 PERCHES more or less being ..

part of Allotment 36 of Parish of Tuakau and being part of the land in Certificate of Title Volume 102 Folio 185 of the Register Book in the Land Transfer Office at Auckland and part of the land in Memorandum of Transfer from George Proudfoot Ewing to the said William Henry ... Coad dated the 29th day of November 1916 registered in the Land Transfer Office at Auckland under Number 96654

AS the same is delineated by the plan drawn hereon edged green SECONDLY in all that piece or parcel of land in the Provincial District of Auckland being part of ALLOTMENT 10 of the Parish of Maungatawhiri his title to which is registered in the District Registry Office at Auckland AND ..

WHEREAS CHARLES EDWIN HAYWARD of Whangarata aforesaid Farmer is the Owner of Allotments 65, 66, 67 and part of Allotment 68 of Parish of Maungatawhiri and being the whole of the land in Certificate of Title Volume 69 Folio 183 of the said Register Book at Auckland AND WHEREAS it has been mutually agreed by and between the said William Henry Coad and the said Charles Edwin Hayward that the said Charles Edwin Hayward should have and be granted a full free and uninterrupted Right of Way in common with the Grantor and his executors administrators and assigns over all that piece or parcel of land firstly hereinbefore described and also over part of that piece or parcel of land Secondly hereinbefore described which is granted contemporaneously with the signing hereof by Deed of Grant... of even date herewith made between the same parties as are parties hereto

NOW THESE PRESENTS WITNESSETH in consideration of the payment by the said Charles Edwin Hayward to the said William Henry Coad as is acknowledged by the said Deed of Grant. HE the said William Henry Coad doth hereby give grant and transfer to the said Charles Edwin Hayward Subject .. however to the terms and conditions hereinafter appearing full free and uninterrupted right power and license from and after the date of these presents by day or by night to enter upon the said land firstly hereinbefore described and to pass and repass with or without waggons and other vehicles laden or unladen and with or without horses to and from the Auckland Marton Railway together with the like full and free right power and license for the heirs and assigns of the Grantee and his and their ..



69 / 183

agents and tenants as the owners and occupiers for the time being of the
said lots 65,66,67 and part of 68 Parish of Maungatawhiri and the ser-
vants work people and others from time to time employed in the service of
him and them respectively and at all times for ever hereafter at his
and their respective will and pleasure and for all such purposes afore-
said PROVIDED THAT the Right of Way hereby granted is intended to be
appurtenant only to the said Lots 65, 66, 67 and part of 68 of said Parish
of Maungatawhiri hereinbefore mentioned PROVIDED ALWAYS that in so
using the said Right of Way the Grantee shall shut all gates or rails
giving access thereto

Initial

~~by the said~~

IN WITNESS whereof we have hereunto subscribed our names
this *twenty seventh* day of *October* one thousand
nine hundred and sixteen

SIGNED by the said William Henry Coad }
in the presence of _____

W. H. Coad

✓

A. Wright
Whangarata
Post Master

SIGNED by the said Charles Edwin Hayward }
ward in the presence of _____

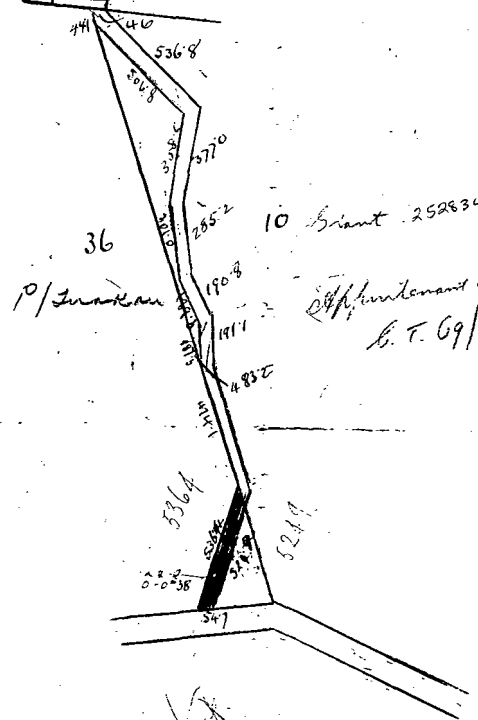
C. E. Hayward

✓

A. Wright
Whangarata
Post Master

97263 TE 01011870

From AK14. Railway to Marston.



10 Grant 252834 (R271.39)

P/Surman

W. F. G. 1831

0-0-38

54

No. 9726 1/2 Transfer of Easement

6/09/12
Correct for the purposes of the Land Transfer Act
W. G. Allen
Solicitor.

NORTH WILLIAM HENRY CO. Transferor

CHARLES EDWIN HAYWARD Transferee

Particulars entered in the Register Book, Vol. 69
Folio 183 sub A the 18th
day of JANUARY, 1916, at 2.50
o'clock. P.M.

Alfred ... 96652 (6/12/16) ...



Assistant District Land Registrar
Auckland.

Produce C.T. 69/183 & pay off
Plan ...
... 96652

18/10/12
3

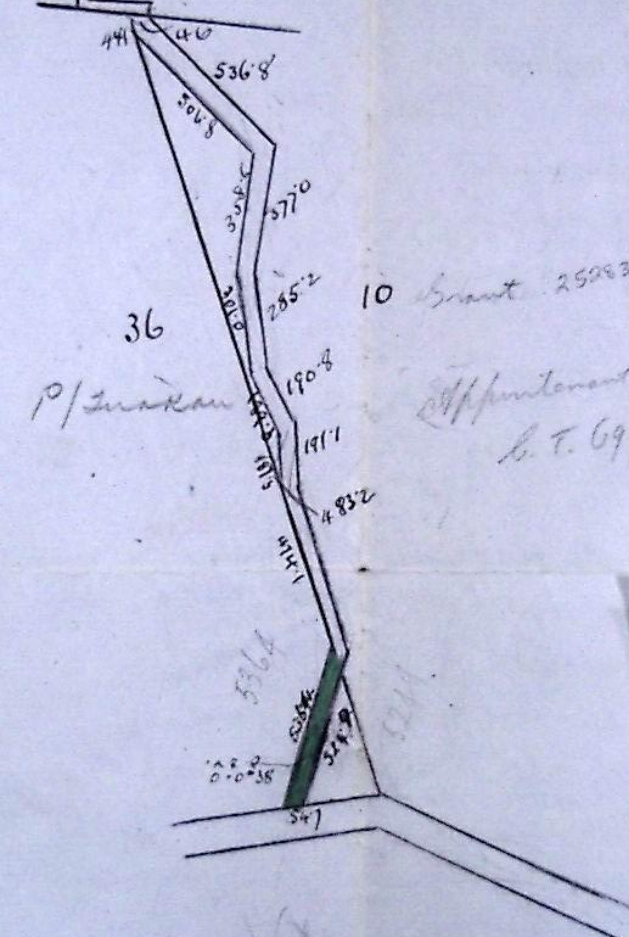
18/10/12

WALKER & PEAK,
Solicitors.

AUCKLAND.



From A.K.D. Railway to Marston.



36

P/Marston

10 Grant 252834 (R271.39)

1/1/1913 to
L.T. 69/1931

97263 TE
01011870

2.2.0
0.0.58

547

Signed
252834
The End

YH

252834 Stamps 12/6 4. No 16 10310

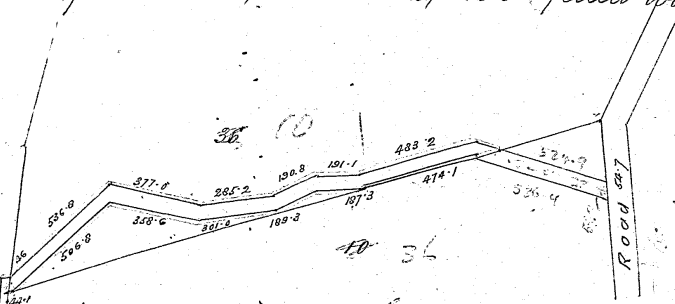
Received for Registration the 11th day of December 1916 at 3pm Arthur Jb Fletcher
By Reg S. Dated 29th October 1916 M. H. board to L. E. Hayward Grant of Rights
of Way over pt allot 10 parish of Manungatavini. yst261
G. G. R. Masam Saviour Pukukoto

This Deed

made the 24th day of October one thousand nine hundred and sixteen
Between William Henry board of Manungata farmer (hereinafter
called "the Grantor") of the one part and Charles Edwin Hayward of Manungata
farmer (hereinafter called the Grantee) of the other part Whereas the Vendor is the
Owner of part of allotment ten of the parish of Manungatavini more particularly
described in Conveyance registered in the Deeds Register office at Auckland
under number 230828. And whereas the Grantee is the owner of allotments 65
66 67 and part of allotment 68 of the parish of Manungatavini as more
particularly shown by the plan drawn hereon and edged red and being the

Walker & Peake
per J M
26/11/19

Railway to Wellington
From Auckland



whole of the land comprised in certificate
of Title Volume 689 folio 183 and whereas it
has been agreed by and between the
parties hereto that the Grantor shall have
full and free uninterrupted right of way
in common with the Grantor and his
executors administrators and assigns
through part of the Grantors land

described in the Schedule hereto. Now these presents witness that in consid-
eration of the sum of Twenty five pounds £25 paid by the Grantee to
the Grantor the receipt of which sum is hereby acknowledged the Grantor
doth hereby give and grant to the Grantee subject however to the terms
and conditions hereinafter appearing full and free and uninterrupted
right of way and license from and after the date of these presents by day
or by night to enter upon the said land described in the Schedule hereto
and to pass and repass with or without waggons and other Vehicles
laden or unladen and with or without horses to and from the aforesaid

W. Hayward

Vertical text on the right margin, possibly a list of names or a signature column.

Marsden Railway together with the like full and free right power and license for the heirs and assigns of the Grantee and his and their agents and tenants as the owners and occupiers for the time being of the said lots 65.66.67 and part of lot 68 of the parish of Mangakarohu and the servants work people and others from time to time employed in the service of him and them respectively and at all times for ever hereafter at his and their respective will and pleasure and for all such purposes aforesaid Provided that the right of way hereby granted is intended to be appurtenant only to the said lands hereinbefore mentioned Provided always that in so using the said Right of Way the Grantee shall shut all gates or rails giving access thereto *Witnessed in presence of the parties hereto have hereunto subscribed their names.*

The Schedule

All that parcel of land being part of allotment ten of the parish of Mangakarohu bounded commencing at a point 500 links from the South Western corner thereof in a northerly direction to the Marsden Railway 474.1 links 187.3 links ^{thence following the said railway in an easterly direction} 189.3 links 301.0 links 358.6 links 506.8 links and 441.2 links thence following 46 links thence in a southerly direction in a line 506.8 links 374.0 links 285.2 links 190.8 links 191.1 links ^{153.2 links thence to a point distant 46 links} in a southerly direction on the Western boundary line of said allotment ten to connect with a continuation of the said right of Way through part of allotment 36 granted by Memorandum of Transfer number six as the same is more particularly shown on the plan drawn hereon edged green

Signed by the said William Henry Coad in the presence of
 of J. & R. Massey Solicitor Puketapu
 Signed by the said Charles Edwin Hayward in the presence of
 of J. & R. Massey Solicitor Puketapu

W. H. Coad
 C. E. Hayward





Acquisition of Easement in Gross to Convey Water—Pokeno, Waikato District

Pursuant to sections 20 and 28 of the Public Works Act 1981, and to a delegation from the Minister for Land Information, Jessica Enoka, Land Information New Zealand, declares that, pursuant to an agreement to that effect having been entered into, an easement in gross for a right to convey water is hereby acquired over the land owned by Havelock Bluff Limited ("Grantor") and described in the First Schedule to this notice, in favour of the Waikato District Council ("Grantee"), upon the terms and conditions described in the Second Schedule to this notice, on the date of publication hereof in the *New Zealand Gazette*.

North Auckland Land District—Waikato District

First Schedule

Easement to be Acquired

Part Lot 1 DP 51064 (Part Computer Freehold Register 614851); marked "A" on SO 488637.

Second Schedule

Terms and Conditions of Easement to be Acquired

1. The implied rights and powers in Schedule 4 to the Land Transfer Regulations 2002 ("Regulation Schedule") are implied in this instrument and are varied by the provisions set out below under the heading "Modified Provisions".
2. Where there is a conflict between the Modified Provisions hereunder and the provisions of the Regulation Schedule, the Modifications must prevail.

Modified Provisions

Right to Convey Water

1. The Grantee shall have the full free uninterrupted and unrestricted right at all times hereafter:
 - a. to take and convey water in a free and unimpeded flow (except during periods of necessary cleaning and repairing) through the easement facility and over the servient land; and
 - b. to lay, make, construct, maintain, alter or repair the easement facility from time to time as the Grantee shall think fit.
2. The easement facility referred to in 1(a) and (b) is the easement facility laid or to be laid along the area marked "A" on SO 488637.

Rights and Powers Applying to All Easements Created by this Instrument

1. The term of this easement is for 1,000 years from 1 April 2015.
2. That subclause (a) of the definition of "easement facility" in clause 1 of Schedule 4 of the Regulation Schedule is varied by adding the word "valves" after the word "means" in the first line.
3. That, without derogating from clause 10(2) of Schedule 4 of the Regulation Schedule:
 - a. the Grantor shall not build, construct, erect or place any building or structure, including any gate or fence, nor undertake any work, including the creation of carparking or landscaping, nor deposit any fill on the easement facility or stipulated course or stipulated area except as designed, constructed or performed to the satisfaction of the Grantee;
 - b. the Grantor shall not grant any easement or any other right over the stipulated course or stipulated area without the prior written consent of the Grantee which the Grantee may refuse where, acting reasonably, it believes that the granting of such easement or other right may interfere with the rights granted pursuant to this easement, or may grant consent on such conditions as it may reasonably require, including as to the depth and location of any pipes, cables for electricity, gas and communication to be laid on, in or through the stipulated course or stipulated area; and
 - c. notwithstanding the provisions in clause 3(a) herein, the Grantor shall be entitled to grow grass, graze and crop the easement facility.
4. For the purpose of performing any duty or in the exercise of any rights implied in this easement instrument,

the Grantee may:

- a. enter upon the servient land by the most practicable route from the nearest public street across any part of the servient land;
 - b. remain on the servient land for a reasonable time for the purposes of completing any work;
 - c. bring on to the servient land such materials, tools, equipment, machinery, vehicles or other things which may be necessary for the purposes of completing the necessary work;
 - d. leave any vehicle or equipment on the servient land for a reasonable time if work is proceeding;
 - e. sink and make trenches and shafts on the stipulated area;
 - f. excavate any clay, gravel, shingle, stones and earth from the stipulated area;
 - g. inspect, maintain, cleanse, repair, extend, remove, enlarge or replace the easement facility; and
 - h. generally do and perform such acts and things in or upon the stipulated area as may be necessary or proper for or in relation to any of the purposes of this easement.
5. The Grantee shall:
- a. 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;
 - b. remove and carry away all surplus clay, gravel, shingle, stones and earth which may be excavated from the stipulated area;
 - c. upon the Grantee disturbing the surface of the stipulated area for any reason, without delay restore the same as nearly as possible to its original condition; and
 - d. repair and make good any damage which may be done to any fence, building or improvement, or to any part of the Grantor's land, in the exercise by the Grantee of any of the rights granted by this easement instrument, but the Grantee shall not be responsible for the cost of removing or damaging any fence, building or improvements or trees upon, or any tree roots growing within, the stipulated area, as prohibited under clause 3.
6. The Grantor reserves the right to claim any economic loss suffered for the disturbance to the Grantor's farming operation as a result of the Grantee's works undertaken in accordance with clauses 4 and 5 herein.
7. The Grantee shall obtain and comply with all statutory and regulatory consents required from time to time to exercise its rights under this easement and the Grantee will indemnify the Grantor in respect of all liabilities and direct damage or losses (including loss of profit) which the Grantor may incur in respect of any negligent act or omission by the Grantee or its employees, contractors, agents or invitees, or in respect of any wilful breach by the Grantee of any of its material obligations under this easement. The Grantee warrants and undertakes that it will:
- a. perform its operations in accordance with all applicable legislation, laws (including without limitation the Health and Safety in Employment Act 1992) and good industry practice in a proper and workmanlike manner;
 - b. supply at its own cost all materials and plant necessary to perform the operations;
 - c. ensure that all materials, machinery and plant used in the performance of the operations comply with the applicable statutory or industry or mandatory safety standards;
 - d. at its own cost make good any errors, defects or omissions to the operations; and
 - e. take all reasonable steps to mitigate any losses it may suffer or incur arising out of anything done or not done under or in connection with this easement.
8. All structures, plant and equipment made or installed by the Grantee on the easement land may at any time be removed by it provided that any damage caused by such removal shall immediately be remedied by the Grantee and the land shall be reinstated as nearly as possible to its former condition (unless otherwise agreed), including resowing of grass and reinstatement of fences and farm tracks.
9. Upon this easement instrument ceasing or being surrendered, the Grantee shall have the obligation within 12 months from such date (or such other date as agreed by the parties) to remove any improvements at its own expense and reinstate the easement land (as permitted in accordance with clause 3(c) herein) then the

Grantee shall compensate the Grantor for damages caused to such crop or grass (whether ready for harvest or not).

10. The easement facility and any other structures, plant or equipment erected or installed by the Grantee on the stipulated area shall be the property of the Grantee.
11. Nothing contained or implied in this easement instrument shall be construed so as:
 - a. to compel the Grantee to exercise all or any of the rights granted by this easement instrument at any time and the Grantee may commence, discontinue or resume the exercise of all or any such rights at will; and
 - b. to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by statute.

Dated at Wellington this 4th day of May 2016.

J. ENOKA, for the Minister for Land Information.

(LINZ CPC/2005/10908)

2016-ln2581

MANUAL DEALING LODGEMENT FORM

GN 10431934.1 Gazette I
 Copy - 04/04, Pgs - 004, 13/05/16, 12-49
Copies
 (inc. original)
 DocID: 516536396

Landonline Firm Code: Lyfestylelhera
 LODGING FIRM: Lyfestyle Research Limited
 Private Individual: _____
 Address: P O Box 532
Hamilton 3240

Dealing/SUD Number:
(LINZ use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number/Pre-Allocated or
to be Deposited: _____

Rejected Dealing Number: _____

ASSOCIATED FIRM: _____
 Client Code / Ref: RL 471

Tax Statement included

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture*	FEES \$ GST INCLUSIVE	
1	CFR614851	GN	Waikato District Council/Havelock Bluff Limited	\$0.00					
2				\$0.00					
3				\$0.00					
4				\$0.00					
<div style="border: 1px solid black; border-radius: 50%; width: 150px; height: 150px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <div style="text-align: center;"> <p>RECEIVED</p> <p>13 MAY 2016</p> </div> </div>									
								Subtotal	\$0.00
								Total for this dealing	\$0.00
								Less fees paid on Dealing # _____	
								Debit my Landonline account for <small>(Only available for Landonline customers)</small>	
								or Cash / Cheque enclosed for <small>(Only pay in cash if depositing in drop box at a LINZ processing centre)</small>	
								or Eft-pos payment due for <small>(Eft-pos only available if lodging the dealing in person at a LINZ processing centre)</small>	\$0.00

Land Information New Zealand Manual Dealing
Lodgement Form
Fees Receipt and Tax Invoice
GST Registered Number 17-022-895

LINZ Form P005
April 2016

Annotations (LINZ use only): _____

Original Signatures? _____

* Making a priority lodgement ensures the lodgement is entered into the LINZ work queue at the time and date it was handed over at the counter. Priority does not provide urgency in processing the dealing. For further details please reference the [manual.dealing.user.guide](#).



View Instrument Details

Instrument No 11286192.1
Status Registered
Date & Time Lodged 23 November 2018 11:18
Lodged By Jacobson, Peter Bruce
Instrument Type Court Order



Affected Records of Title	Land District
614849	North Auckland

Annexure Schedule: Contains 2 Pages.

Applicant Certifications

I certify this instrument is a correct copy of a sealed copy of the court order

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

Signature

Signed by Peter Bruce Jacobson as Applicant Representative on 23/11/2018 11:17 AM

*** End of Report ***

IN THE HIGH COURT OF NEW ZEALAND
I TE KOTI MATUA O AOTEAROA
HAMILTON REGISTRY
KIRIKIROA ROHE

CIV 2018-419-166

IN THE MATTER of ss 316 and 317 Property Law Act 2007

AND

IN THE MATTER of an application by **STONEHILL TRUSTEE LIMITED** for an Order Extinguishing or Modifying Covenants

BETWEEN **STONEHILL TRUSTEE LIMITED** an incorporated company having its registered office at Level 3, 40 Onehunga Mall, Onehunga, Auckland 1061

Applicant

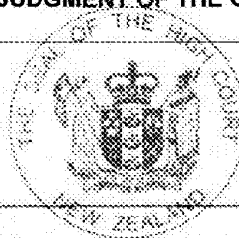
AND **NEW ZEALAND INDUSTRIAL PARK LIMITED** an incorporated company having its registered office at 291 East Tamaki Road, Otara, Auckland 2013

First Respondent

AND **YE QING** of 12 Averton Place, East Tamaki, Auckland 2013

Second Respondent

JUDGMENT OF THE COURT



Received by Email
Date: 13/11/18
Time: 15:39:00

Solicitors acting:

Bay Law Office
Solicitors
PO Box 48 042
Blockhouse Bay
Auckland

Telephone: (09) 627 8173
Facsimile: (09) 627 2155
Email: pjacobson@baylawoffice.co.nz
Solicitor acting: Peter Jacobson

Counsel Acting:

Suzanne Robertson QC
Bankside Chambers
Level 22, 88 Shortland Street
Auckland

Telephone: (09) 307 8778
Email: suzannerobertson@bankside.co.nz

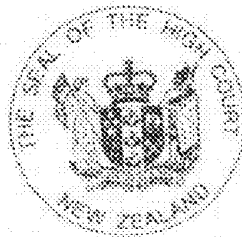
This proceeding was heard on Monday 29 October and Wednesday 31 October 2018 at Hamilton before the Honourable Justice Woolford, who having heard from Suzanne Robertson QC, counsel for the applicant, and David Broadmore, counsel for the respondent, and having heard the evidence adduced, gives judgment that:

1. Land Covenants D284105.4 and D541257.6 be modified so that they are extinguished in respect of Lot 1, Deposited Plan 463893 as comprised in Certificate of Title Identifier 614849.
2. Submissions on the issue of reasonable compensation and costs are to be filed by 10 December 2018.

DATE: 13 NOVEMBER 2018


Deputy Registrar

K. M. GREER
Deputy Registrar
High Court



View Instrument Details



Instrument No 11914737.1
Status Registered
Date & Time Lodged 13 November 2020 09:13
Lodged By Pearse, Matthew Namana
Instrument Type Partial Revocation of Land Covenant under s116(1)(c) LTA 2017



Affected Records of Title	Land District
614849	North Auckland
614851	North Auckland

Affected Instrument Deed D284105.4

Annexure Schedule Contains 1 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Jenny Peung Ali as Covenantor Representative on 12/11/2020 11:20 AM

Covenantee Certifications

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

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

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

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

Signature

Signed by Alastair James Pettitt as Covenantee Representative on 11/11/2020 12:15 PM

*** End of Report ***

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

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

Form 27

Covenant Instrument to revoke land covenant

(Section 116(1)(c) Land Transfer Act 2017)

Covenantor

Synlait Milk Limited

Covantee

New Zealand Industrial Park Limited

Revocation of covenant

The Covantee, being the registered owner of the benefited land(s) set out in Schedule A, revokes to the Covenantor the covenant(s) set out in Schedule A, and the Covenantor accepts the revocation of those covenant(s).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Covenant	Creating Instrument number	Burdened Land (Record of Title) ¹	Benefited Land (Record of Title) ² or in gross
Quarry	D284105.4	614849	NA35C/655 NA541/52 NA115B/242 NA779/159 NA35C/659 NA35C/657 NA131B/305 NA133C/57 549368 614851

¹ If only part of the covenant is to be revoked, include the full legal description which defines that part.

² If only part of the covenant is to be revoked, include the full legal description which defines that part.



View Instrument Details

Instrument No 12398114.1
Status Registered
Date & Time Lodged 13 April 2022 17:25
Lodged By Money, Paul
Instrument Type Revocation of Conditional Easement under s243 Resource Management Act 1991



Affected Records of Title	Land District
614851	North Auckland
629614	North Auckland
651380	North Auckland
651381	North Auckland
651383	North Auckland
651384	North Auckland
651385	North Auckland
716002	North Auckland
716004	North Auckland
735387	North Auckland
750658	North Auckland
750659	North Auckland
750660	North Auckland
814202	North Auckland
NA128B/777	North Auckland

Annexure Schedule Contains 1 Pages.

Territorial Authority Certifications

I certify that I have the authority to act for the Territorial Authority 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 Ivan Alexeevich Dorofeev as Territorial Authority Representative on 12/04/2022 02:42 PM

*** End of Report ***

NOTICE OF REVOCATION OF EXISTING EASEMENTS



www.waikatodistrict.govt.nz

The District Land Registrar

South Auckland Land Registry

Pursuant to sections 34A(1) and 243(e) of the Resource Management Act 1991 the Waikato District Council under delegated authority resolves fully revoke right of way and right to convey electricity and telephone marked 'XA' and 'YA' on DP 519003, created by easement instrument D088573.3, insofar as they relate to Lot 2 DP 199997 (RT NA128B/777), Lot 1 Deposited Plan 51064 and Lot 1 Deposited Plan 199997 and Lot 3 Deposited Plan 463893 (RT 614851), being all benefitting lots in respect of this easement instrument.

Pursuant to sections 34A(1) and 243(e) of the Resource Management Act 1991 the Waikato District Council under delegated authority resolves to fully revoke right of way and right to convey electricity and telephone marked 'YA' on DP 519003, created by easement instrument D492476.5, insofar as they relate to the following lots; RT 629614 - Lot 1 Deposited Plan 464145, RT 651380 - Lot 103 Deposited Plan 474115, RT 651381 - Lot 102 Deposited Plan 474115, RT 651383 - Lot 5 Deposited Plan 474115, RT 651384 - Lot 6 Deposited Plan 474115, RT 651385 - Lot 7 Deposited Plan 474115, RT 716002 - Lot 3 Deposited Plan 492007, RT 716004 - Lot 4 DP 492007, RT 735387 - Lot 1 Deposited Plan 497640, RT 750658 - Lot 11 Deposited Plan 501835, RT 750659 - Lot 12 Deposited Plan 501835, RT 750660 - Lot 1000 Deposited Plan 501835, being all benefitting lots in respect of this easement instrument.

DATED at Ngaruawahia this 6 April 2022

Signed for the Waikato District Council under delegated authority by:

A handwritten signature in black ink, appearing to read "D. McIntosh".

Consents Team Leader

Dated: 6 April 2022

Waikato District Council Reference: SUB0249/22

Applicant Reference: Pokeno Nutritional Park Limited



View Instrument Details

Instrument No	13154617.5
Status	Registered
Lodged By	Stradwick, Benjamin
Date & Time Lodged	07 Mar 2025 11:34
Instrument Type	Easement Instrument

Affected Records of Title	Land District
1213151	South Auckland

Annexure Schedule	Contains 6 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 Caveator under Caveat 13220001.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent

Signature

Signed by Alastair James Pettitt as Grantor Representative on 06/03/2025 05:00 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 Hadleigh Morton Yonge as Grantee Representative on 24/01/2025 10:14 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre***Section 109, Land Transfer Act 2017****Grantor**Surname(s) must be underlined.

New Zealand Industrial Park Limited

GranteeSurname(s) must be underlined.

Waikato District Council

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 (nature and extent) of easement or <i>profit(s) à prendre</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain water	Marked "D" and "F" on Survey Office Plan 513144	Section 2 Survey Office Plan 513144 (1213151)	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 2018 ~~and/or Schedule Five of the Property Law Act 2007.~~

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

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

The provisions set out in the Annexure Schedule.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

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of

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Pages

Continue in additional Annexure Schedule, if required.

1 INTERPRETATION

1.1 In this instrument, unless the context indicates otherwise:

- (a) *Burdened Land* means the land owned by the Grantor being the parcel of land over which this instrument is registered being Section 2 Survey Office Plan 513144.
- (b) *Easement Area* means that part of the Burdened Land marked "D" and "F" on Survey Office Plan 513144.
- (c) *Easement Facility* means pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution, but excluding, to avoid doubt, the Road.
- (d) *Grantee* means Waikato District Council and includes its successors and assigns and where appropriate its employees, agents, contractors, tenants and invitees.
- (e) *Grantor* means the registered owner of the Burdened Land and includes successors in title, agents, employees, contractors, tenants, licensees and other invitees of the Grantor.
- (f) *Regulation Schedule* means the Fifth Schedule to the Land Transfer Regulations 2018.
- (g) *Road* means the road that may be formed by the Grantor on the surface of the Easement Facility.
- (h) *Working Day* has the meaning given to it by the Property Law Act 2007.

1.2 The term of this instrument is one hundred (100) years from the date of its registration.

1.3 The meaning of any words in this Annexure Schedule not already defined shall be that given in clause 1 of the Regulation Schedule where applicable.

2 RIGHT TO DRAIN WATER

2.1 The Grantor grants to the Grantee, as an easement in gross, the full, uninterrupted and unrestricted right, liberty and privilege, from time to time and at all times, for the Grantee to:

- (a) convey water (whether sourced from rain, springs, soakage, seepage, or storage) in any quantity through the Easement Facility and along the Easement Area;
- (b) lay, place and maintain, or have laid, placed or maintained, a line of pipes of sufficient internal diameter and of suitable material for the purpose under the surface of the Easement Area;
- (c) enter on the Burdened Land with or without any tools, implements, machinery or equipment as is reasonably necessary in the circumstances and then remain on the Burdened Land for any reasonable time for the purpose of:
 - (i) laying, inspecting, cleansing, replacing, renewing and maintaining the Easement Facility provided that the Grantee shall ensure that all such works are carried out as expeditiously as possible;

Annexure Schedule

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

- (ii) laying, placing or constructing in, under, through and along the Easement Area controlling, monitoring and metering devices or equipment; and
- (iii) carrying out in or under the Easement Area anything that the Grantee may consider necessary, convenient or desirable to do for the exercise by the Grantee of its rights and interests herein granted; and
- (d) remove any shrubs or trees and open up the soil of the Easement Area to such extent as may be necessary and reasonable for the laying, inspecting, cleansing, repairing, renewing and/or maintaining of the Easement Facility provided that the Grantee shall cause as little disturbance as is possible to the surface of the Easement Area and that the surface shall be restored as nearly as reasonably possible to its original condition and any other damage done by reason of such operations shall be repaired by the Grantee.

- 2.2 To avoid doubt, the Grantee's rights under the right to drain water granted in clause 2.1 are limited to the footprint of the Easement Facility as defined in the Easement Area. The Grantee is not entitled to reconstruct, realign, or alter the Easement Area or the location of the Easement Facility in any manner within the Burdened Land.
- 2.3 The right to drain water without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the Easement Facility.
- 2.4 The Grantee may leave any vehicles or equipment on the Burdened Land for a reasonable period of time if work is proceeding.
- 2.5 The Grantor shall not be liable for any damages that may be caused to any vehicles or equipment placed by the Grantee on any part of the Burdened Land otherwise than through the wilful act or default of the Grantor or the Grantor's employees, contractors and other invitees.
- 2.6 The Grantee shall ensure that any work that it performs is carried out in a proper and workmanlike manner and at all times use reasonable care and skill when exercising the rights and powers set out in this instrument.
- 2.7 The Grantee has no obligation to direct, divert, detain, concentrate or convey water through, under, or over the Burdened Land continuously or at all.

3 ACCESS

- 3.1 When obtaining access to the Easement Area, the Grantee shall:
- (a) so far as is practicable, use existing driveways and other areas suitable for access;
 - (b) do as little damage as possible to the Burdened Land and any vegetation, fences or improvements on it;
 - (c) cause as little disturbance as possible to the Grantor's use and enjoyment of the Burdened Land;
 - (d) reinstate the surface of the Burdened Land as soon as possible after any work has been completed, and resurface it if necessary with appropriate materials so as to restore it as nearly as possible to its former condition; and
 - (e) repair any fences, retaining walls or other improvements on the Burdened Land damaged by the Grantee to reinstate them to their previous condition and replace any trees, shrubs and plants that have been destroyed or damaged.

Annexure Schedule

Insert type of instrument

Easement Dated Page of Pages

Continue in additional Annexure Schedule, if required.

4 GENERAL COVENANTS

4.1 The Grantor covenants with the Grantee that it shall not, at any time:

- (a) do or permit to be done anything on the Burdened Land that may damage or obstruct the Easement Facility or which may prevent the Grantee from obtaining reasonable access to the Easement Facility; and
- (b) permit, cause or suffer anything that 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 shall not:
 - (i) build, construct, erect or place any building or structure (including any fence or gate) on the Easement Area, without the prior written consent from and to the satisfaction of the Grantee;
 - (ii) alter the ground surface or contour of the Easement Facility or Easement Area;
 - (iii) undertake any work, including the creation of carparking, planting or landscaping, on the Easement Area, without the prior written consent of the Grantee;
 - (iv) pave, seal or plant or grow any trees or shrubs or allow any tree roots within the Easement Area, but shall ensure that it is grassed and maintained in a neat and tidy condition;
 - (v) deposit any fill or seal on the Easement Area; and
 - (vi) lay any pipes and cables for electricity, gas and telephone under and through the Easement Area other than at a depth and location first approved by the Grantee (if consent to such laying has not otherwise been obtained pursuant to clause 4.3),

except that the Grantor shall have the right to raise the surface level of the Easement Facility by forming the Road within the Easement Area, provided that the Grantor shall obtain the Grantee's prior written consent before undertaking any works related to the formation of the Road, and such consent shall not be unreasonably withheld or delayed by the Grantee where the Grantor can reasonably demonstrate that:

- (c) the Road shall be formed in accordance with any engineering plans approved by any regulatory authority pursuant to any subdivision consent; and
- (d) the effects of the relevant work to form the Road will not result in material damage or other adverse effects to the Easement Facility as set out in this instrument.

4.2 The Grantee covenants with the Grantor that the Grantee shall:

- (a) when exercising any of its rights contained in this instrument, take all reasonable care and skill to ensure that it does not interfere with the Grantor's activities on the Burdened Land, the use of the Easement Area by the Grantor or any existing services already laid in or under the Easement Area or any part of the Burdened Land;
- (b) consent to the surrender of this instrument to enable the vesting of the Road over the Easement Area where the Road has been formed in accordance with clause 4.1;
- (c) avoid causing unnecessary damage to the Burdened Land and the Easement Facility; and

Annexure Schedule

Insert type of instrument

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Dated

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Continue in additional Annexure Schedule, if required.

- (d) repair and make good all damage to fences, gates and structures upon the Burdened Land directly caused by the Grantee undertaking any works in furtherance of the rights, powers and privileges granted under this instrument.

4.3 Without derogating from clause 10(3) of the Regulation Schedule, the Grantor shall not grant any easement or any other right over the Easement Area without the prior written consent of the Grantee, which the Grantee may:

- (a) refuse where, acting reasonably, it believes that the granting of such easement or other right may interfere with the rights granted pursuant to this instrument; or
- (b) grant consent on such conditions as it may reasonably require, including as to the depth and location of any pipes, cables for electricity, gas and communication to be laid on, in or through the Easement Area.

5 REPAIR AND MAINTENANCE

5.1 The Grantee is responsible for the repair and maintenance of the Easement Facility so as to keep the Easement Facility in good order and to prevent it from becoming a nuisance or a danger. To avoid doubt, the Grantor has no responsibility for the repair or maintenance of the Easement Facility.

6 NO POWER TO TERMINATE

6.1 There is no implied power in this instrument for the Grantor to terminate the easement rights due to the Grantee breaching any term of this instrument or for any other reason.

7 OWNERSHIP

7.1 Any equipment that forms part of the Easement Facility shall be and remain the sole property of the Grantee.

8 STATUTORY RIGHTS

8.1 The rights and powers set out in this instrument are in addition to those set out in the Regulation Schedule, and where the terms of this instrument are in conflict with the Regulation Schedule, the terms and provisions of this instrument shall prevail.

9 DEFAULT

9.1 If either party fails (*defaulting party*) to perform or join with the other party (*other party*) in performing any obligation under this instrument, the following provisions shall apply:

- (a) The other party may serve a written notice on the defaulting party (*default notice*) specifying the default and requiring the defaulting party to perform or to join in performing the obligation and stating that, after the expiry of seven Working Days from service of the default notice, the other party may perform the obligation.
- (b) If after the expiry of seven Working Days from service of the default notice, the defaulting party has not performed or joined in performing the obligation, the other party may:
- (i) perform the obligation; and
- (ii) for that purpose, enter onto the Burdened Land.
- (c) The defaulting party shall pay to the other party the costs of:

Annexure Schedule

Insert type of instrument

Easement

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Pages

Continue in additional Annexure Schedule, if required.

(i) the default notice; and

(ii) the other party in performing the defaulting party's obligation,
within one month of receiving written notice of the other party's costs.

(d) The other party may recover any money payable under clause 9.1(c) from the defaulting party as a liquidated debt.

10 **DISPUTES**

10.1 If any dispute arises between the Grantor and the Grantee concerning the rights created by this instrument, the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within 20 Working Days from the date on which the parties begin their negotiations, the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties. If an arbitrator cannot be agreed on within 10 Working Days, then the parties shall submit to the arbitration of an independent arbitrator appointed by the President for the time being of the New Zealand Law Society. That arbitration shall be determined under the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

11 **GENERAL**

11.1 The Grantee shall immediately, after passing through any gates on the Burdened Land, close such of them as were closed and (if applicable) lock such of them as were locked immediately before such passing through. If locks are fitted on any gates, the necessary parties shall provide keys to the Grantee at the Grantee's expense. The Grantee shall ensure that the issue of keys to agents, employees, contractors, tenants, licensees and other invitees of the Grantee is appropriately controlled and that keys are utilised for the sole purpose of exercising the right to pass and repass over the Easement Facility.

12 **GRANTEE'S REGULATORY CAPACITY**

12.1 The Grantor acknowledges that:

- (a) all consents given by the Grantee to the Grantor under this instrument are given in the Grantee's capacity as a party to this instrument, and not in its regulatory capacity;
- (b) the Grantee is required to carry out its regulatory functions and the obligations of the Grantee under this instrument cannot fetter the Grantee undertaking such regulatory functions;
- (c) any decisions or actions by the Grantee in undertaking its regulatory functions shall not be treated as decisions or actions of the Grantee as a party to this instrument, and vice versa; and
- (d) to the extent that the lawful exercise of the Grantee's regulatory functions is inconsistent with this instrument, the exercise of those regulatory functions shall take precedence over this instrument and will not entitle the Grantor to any compensation, loss or damages for breach of the terms of this instrument.

EASEMENT CERTIFICATE

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

EI 5609239.10 Easement

Copy - 01/01, Pgs - 005, 03/06/03, 16:34

I/We **EDWARD GRANT BROWN and MAURICE DESMOND HAYES**



DocID 310807515

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **AUCKLAND** on the _____ day of **2002** under No. **211605** are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.



**SCHEDULE
DEPOSITED PLAN NO. 211605**

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of way	Lot 1 Lot 3	"A, B & J" "H, C & K"	Lot 2 Lot 2	1394/495 496 497.
Right to convey Electricity	Lot 1 Lot 3	"B, D & E" "F, H & K"	Lots 2 & 3 Lot 2	
Right to convey Electricity and Water	Lot 2 CT 121C/610	"G"	Lot 1	

E. G. B.

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:
- A. **Right of way easements**
The following provisions shall apply to each right of way easement:
- (a) The Grantee and other authorised persons have the right (in common with the Grantor and other authorised persons) for emergency purposes only for shifting the Grantee's stock to pass and re-pass:
 - (i) on foot with or without domestic animals of any kind; and
 - (ii) with motor and other vehicles, laden and unladen, machinery and implements of any kind for all purposes connected with the use and enjoyment of the dominant land over and along the right of way area.
 - (b) In relation to the right of way shown "A, B and J" on Deposited Plan 211605 the Grantee and Grantor shall be responsible for:
 - (i) the formation of the right of way; and
 - (ii) the maintenance of the right of way in good, clean order, repair and condition.
 - (c) In relation to the right of way shown "H, C and K" on Deposited Plan 211605 the Grantee shall be responsible for:
 - (i) the formation of the right of way; and
 - (ii) the maintenance of the right of way in good, clean order, repair and condition; and
 - (iii) the maintenance, repair and if necessary replacement of the bridge crossing the stream where the right of way adjoins Lot 2 and the maintenance, repair and replacement of any gates and fences thereto.
- B. **Right to convey electricity**
The following provisions shall apply to each energy supply easement:
- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to lead and convey electricity, electric impulses, gas and any other form of energy without interruption or impediment (except during any periods of necessary renewal and/or repair) from the public street adjoining the servient land by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the energy supply area to the dominant land.
 - (b) The Grantee shall be responsible for arranging:
 - (i) the installation of the energy supply; and
 - (ii) the repair and maintenance of the energy supply so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.

E.S.B.



Annexure Schedule

~~EASEMENT~~

~~MORTGAGE~~

~~Mortgage~~

Dated

Page

of

Pages

C. **Right to Convey Water**

The following provisions shall apply to each water supply easement:

- (a) The Grantee and other authorised persons have the right (in common with the Grantor and all others having the like right) to convey and lead water in free and unimpeded flow (except during any periods of necessary renewal and/or repair) from the public street adjoining the servient land by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the energy supply area to the dominant land.

- (b) The Grantee shall be responsible for arranging:
 - (i) the installation of the water supply; and

 - (ii) the repair and maintenance of the water supply so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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

Dated this 26th day of November 2002

Signed by the above-named

MAURICE DESMOND HAYES

in the presence of

Witness *A. Angela Curkren*
Occupation *Accounts clerk*
Address *45 Mame Road*
Papakura

Dated this 9th day of December 2002

Signed by the above-named

EDWARD GRANT BROWN

in the presence of

Witness *E. G. Brown*
Occupation *Solicitor*
Address *BRYAN JAMES SCOTT*

**SOLICITOR
PUKEKOHE**

Correct for the purposes of the Land Transfer Act 1952

[Signature]
(Solicitor for) the registered proprietor:

Approved by Registrar-General
of Land under No. 1998/6031

EASEMENT CERTIFICATE

Land Transfer Act 1952

Law Firm Acting
STURROCK MONTEITH & CO SOLICITORS PUKEKOHE

Auckland District Law Society
REF: 4050

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

10 EC 38

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

EI 5931465.4 Easement I

Cpy - 01/01.Pgs - 003.17/03/04.15:16



DocID: 311320RRR

Land registration district

North Auckland

Grantor

Surname(s) must be underlined.

Sharon Christine Harris-Scoble

Grantee

Surname(s) must be underlined.



Edward Grant Brown


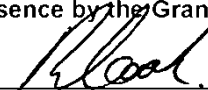
Grant* of easement or *profit à prendre* or creation or covenant

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).

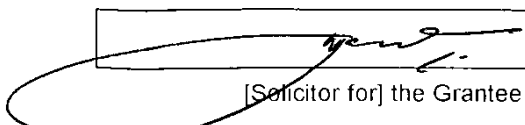
Dated this 24th day of February 2004

Attestation

	Signed in my presence by the Grantor
	
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name RICHARD COLIN COOK.
	Occupation FARRIER.
Signature [common seal] of Grantor	Address 145 HELENSLEE RD

	Signed in my presence by the Grantee
	
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name RICHARD COLIN COOK.
	Occupation FARRIER
Signature [common seal] of Grantee	Address 145 HELENSLEE RD.

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

Easement instrument

Dated

24 February 2004

Page

1

of

1

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 power and telephone	Area A on deposited plan 133200.	Lot 2 deposited plan 176087 certificate of title NA78B/939	Lot 6 deposited plan 133200 certificate of title NA78B/943

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

E. G. Brown


M. J. Harris-Scoble

CONSENT TO REGISTRATION OF EASEMENT

SOUTHERN CROSS BUILDING SOCIETY as Mortgagee under Mortgage D293811.2 consents to registration of an easement instrument where the registered proprietor of the land in Certificate of Title ("CT") NA78B/939 (Sharon Christine Harris-Scoble) grants to the registered proprietor of the land in CT NA78B/943 (Edward Grant Brown) right of way, power and telephone easement rights under that part of the land in CT78B/939 marked "A" on deposited plan 133200.

DATED 26 - January 2004

SIGNED by **SOUTHERN**)
CROSS BUILDING SOCIETY)


Alistair Rankin
Lending Analyst

View Instrument Details



Instrument No 9386533.2
Status Registered
Date & Time Lodged 17 June 2013 13:27
Lodged By Inder, Craig Wyles
Instrument Type Easement Instrument



Affected Computer Registers	Land District
599273	North Auckland
599274	North Auckland

Annexure Schedule: Contains 2 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 6017882.4 has consented to this transaction and I hold that consent

Signature

Signed by Craig Wyles Inder as Grantor Representative on 14/06/2013 04:33 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 Craig Wyles Inder as Grantee Representative on 14/06/2013 04:33 PM

*** End of Report ***

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

2009/6229EF APPROVED Registrar-General of Land
--

Grantor

Maurice Desmond Hayes

Grantee

Maurice Desmond Hayes

Grant of Easement or *Profit à prendre* or Creation of 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)

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	D (459108)	Lot 2 (599274)	Lot 1 (599273)
Right to Convey water, electricity, telecommunications and computer media	D (459108)	Lot 2 (599274)	Lot 1 (599273)
Right to convey electricity	E (459108)	Lot 2 (599274)	Lot 1 (599273)

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 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~[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 _____]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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 _____]~~



View Instrument Details

Instrument No 13277741.1
Status Registered
Lodged By Packer, Erin Lee
Date & Time Lodged 14 Apr 2025 10:57
Instrument Type Compensation Certificate

Affected Records of Title	Land District
NA139C/495	North Auckland
NA139C/497	North Auckland

Annexure Schedule Contains 1 Pages

Signature

Signed by Carolyn Anne Faulknor as Crown or Local Authority Representative on 14/04/2025 09:04 AM

*** End of Report ***

To Registrar-General of Land
South Auckland Land Registration District

**COMPENSATION CERTIFICATE UNDER
SECTION 19 OF THE PUBLIC WORKS ACT 1981**

Unique Identifier(s)	All/Part	Area/Description of part or stratum
NA139C/495 and NA139C/497	All	Lot 1 DP 211605 and Lot 3 DP 211605

This Compensation Certificate is forwarded to you under section 19(1) of the Public Works Act 1981 to be registered against the record(s) of title to all land affected by it.

File reference	CPC/2024/23089
Agreement reference	CPC/2024/23089
Date of agreement	4 April 2025
Inspection location	Land Information New Zealand Level 7, Radio New Zealand House 155 The Terrace, Wellington, 6145 Phone: (04) 460 0110
Hours for inspection	09.00 to 16.00, Monday to Friday (except public holidays)
Names/addresses of affected parties <i>[ie other than the Minister]</i>	West Pokeno Limited 14 Newark Place Otara Auckland 2013 Pokeno West Limited 14 Newark Place Otara Auckland 2013
Brief particulars	<ol style="list-style-type: none"> The agreement provides for the partial acquisition of 4.0373 hectares (subject to survey) over two titles (NA139C/495 and NA139C/497) for the construction of Pōkeno Primary School No. 2. Compensation payable by the Crown for the Required Land is broken down as follows: <ul style="list-style-type: none"> - Initial payment (deposit) \$ 7,600,000.00 Retention funds <u>\$11,000,000.00</u> Compensation \$18,600,000.00 plus GST (if any) - Additional Compensation \$ 25,000.00 (s72c PWA) - Additional Works Sum \$1,320,597.00 plus GST (if any)

Dated at Wellington this 4th day of April 2025 [year]

[enter below name and designation in BLOCK letters]

SZI MING LEE

For and on behalf of His Majesty The King acting pursuant to Delegated authority from the Chief Executive of Land Information NZ pursuant to Clause 2 of Schedule 6 of the Public Service Act 2020.

EASEMENT CERTIFICATE

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

I, ~~we~~ BARRY MYNCT TITCHMARSH of Pokeno, Farmer,

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the 19 day of 90 under No. 133200 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE
DEPOSITED PLAN NO. 133200.

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
✓ Right of Way	Lot 2	A	Lot 6	1008/236
✓ Power & Phone	Lot 5	B	Lots 1,2,3 & 6	" "
✓ Drainage	Lot 1	C	Lot 2	" "
✓ Drainage	Lot 3	D	Lot 2	" "
✓ Drainage	Lot 3	E	Lot 5	" "
✓ Power Supply	Lot 5	F	Lot 3	" "
✓ Power Supply	Lot 4	G	Lot 3	" "
✓ Right of Way	Lot 5	B & H	Lots 1-3, & 6	" "
✓ Telephone	Lot 2	A	Lot 6	" "

Lot 2
Power

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

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

Dated this 1st day of April 1990.

Signed by the above-named

BARRY MYNOT TITCHMARSH

B. M. Titchmarsh

in the presence of

Witness *B. Henry*

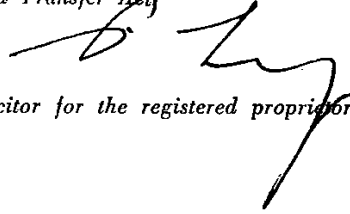
Occupation *Suit*

Address *As*

EASEMENT CERTIFICATE

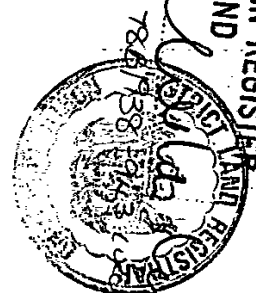
(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein.

*Correct for the purposes of the
Land Transfer Act*



Solicitor for the registered proprietor

10.57 05.APR.90 C 125065
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST LAND REGISTRAR



ROBB & BROWN,
Solicitors,
AUCKLAND.



Approved by the District Land Registrar, South Auckland No. 351560
 Approved by the District Land Registrar, North Auckland, No. 4380/81
 Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

CW37953-1 EC

EASEMENT CERTIFICATE

WE GARY ELLIOTT RUSSELL SONGHURST Driver and KERRY DAWN SONGHURST his
 (**IMPORTANT:** Registration of this certificate does not of itself create any of the easements specified
 herein). wife both of Manurewa (as to the land comprised in Certificate of Title 78B/942)
 AND I BARRY MYNOT TITCHMARSH of Pokeno Farmer (as to the land comprised in
 Certificate of Title ~~78B/938~~ and 78B/939 and 78B/940
 K/We AND I, EDWARD GRANT BROWN of Pokeno Farmer (as to the land comprised
 in Certificate of Title 78B/943)
 AND We, ANTHONY WILLIAM MILLS of Manurewa, Company Manager and PATRICIA
 ANN MILLS his wife (as the land land comprised in Certificate of Title
 78B/938)

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the
 easements specified in that Schedule, the servient tenements in relation to which are shown on a plan
 of survey deposited in the Land Registry Office at Auckland
 on the _____ day of _____ 1990 under No. 133200
 are the easements which it is intended shall be created by the operation of section 90A of the Land
 Transfer Act 1952.

SCHEDULE
 DEPOSITED PLAN NO. 133200

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Power and Telephone	Lot 2 DP 133200	A	Lots 1 and 3 DP 133200	78B/938 78B/939 78B/940
Power and Telephone	Lot 5 DP 133200	B	Lots 1, 3 & 6 DP 133200	78B/938 78B/940 78B/942 78B/943

Handwritten signatures and initials:
 [Signature] Pam
 CERD

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

ELECTRICITY AND TELEPHONE RIGHTS EASEMENTS:

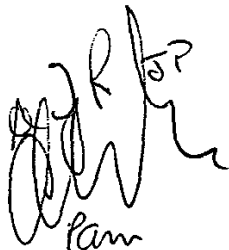
The full free uninterrupted and unrestricted right, liberty and privilege for the registered proprietors of the dominant tenements his servants, tenants and agents, workmen, licencees and invitees (in common with the registered proprietors of the servient tenements his tenants and any other person lawfully entitled so to do) from time to time and at all times:-

- (a) to transmit electric current in cables by aerial cables and/or pipes laid beneath the surface of the servient tenements; and
- (b) to transmit, emit or receive signs, signals, impulses, writing, images, sounds or intelligence of any kind by means of any electromagnetic system through aerial telephone wires and/or cables laid beneath the surface of the servient tenements.

TOGETHER WITH the full free and uninterrupted right from time to time and at all times for the registered proprietors of the dominant tenements and their servants tenants agents workmen licencees and invitees (in common with the registered proprietors of the servient tenements and any other person lawfully entitled) TO ENTER the servient tenements with or without vehicles, (laden or unladen) machinery, tools, equipment and materials for all or any of the following purposes namely:

- (a) making on the servient tenements any cuttings, fillings, grades, batters or other works and remaking or reopening the same;
- (b) laying out excavating and filling in trenches through and along and under the servient tenements and at any time thereafter reopening or re-excavating the same;
- (c) laying in such trenches at such depth and in such manner as the registered proprietors of the dominant tenements shall think fit underground electric wires, cables or other conductors of electricity or other equipment if necessary and any pipes and other coverings within which the grantee may desire to enclose the same; and telephone wires and any pipes within which the grantee may desire to enclose the same;
- (d) inspecting, altering, repairing and renewing and relaying or otherwise maintaining such wires, cables, conductors, pipes or other coverings enclosing the same;
- (e) doing and carrying out on the servient tenements all and any such acts, matters or things as the registered proprietors of the dominant tenements may consider necessary or desirable for the achievement of any of the foregoing purposes.

et. RD
E. G. B.


Pam

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, BOB DYKGRAAF of Pukekohe in New Zealand, BRANCH MANAGER
HEREBY CERTIFY:

1. THAT by Deed dated the 13th day of October 1989 copies of which are deposited in the Land Transfer Offices at:

Auckland	as No.	CO56526.1F
Blenheim	as No.	149027
Christchurch	as No.	835092.1
Dunedin	as No.	740456
Gisborne	as No.	G 176546.1
Hamilton	as No.	H 910602
Hokitika	as No.	083778
Invercargill	as No.	167718.1
Napier	as No.	517938.1
Nelson	as No.	292639
New Plymouth	as No.	365386
Wellington	as No.	B 039320

The Rural Bank Limited (formerly Rural Banking and Finance Corporation of New Zealand Limited as is evidenced by No. C236182.1 (Auckland Registry) an incorporated company having its registered office at Wellington (hereinafter called " the Bank ") appointed me it's Attorney with the powers and authorities specified in the said Deed.

2. THAT at the date hereof, I am BRANCH MANAGER of the Bank.

3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the Bank or otherwise.

SIGNED at Pukekohe

this 27th day of October)

3 9.2.)



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

ELECTRICITY AND TELEPHONE RIGHTS EASEMENTS:

The registered proprietor of the dominant tenements shall:-

- (a) Keep and maintain all the aerial wires and/or the underground wires, pipes and cables laid for the purposes of the above described easements in a good and efficient state of repair for the purposes for which the same are designed; and
- (b) Do as little damage as is practicable to the surface of the servient tenements consistent with the exercise of its rights hereunder and at the conclusion of any work will at its own cost make good in a proper and workmanlike manner any fences, buildings or other erections damaged or removed; and
- (c) At the conclusion of any work so far as may be reasonably practicable at its own cost restore the surface of the easement land to the condition in which it was immediately prior to the commencement of such work.

Dated this 17 day of Sep 1992

Signed by the above-named)
GARY ELLIOTT RUSSELL SONGHURST)
and KERRY DAWN SONGHURST in)
the presence of:)

C.R. Dean J.P.
FARMER
Box 39 Pokono 2336274

get [unclear]
[unclear]
[unclear]

Signed by the abovenamed)
ANTHONY WILLIAM MILLS &)
PATRICIA ANN MILLS in)
the presence of:)

A.G. Randles J.P.
FARMER
Box 39 Pokono 2336274
AG RANDES JP
MAINTAINANCE SUPERVISOR.
530 WEYMOUTH RD
WEYMOUTH
2076258.

Pamills

Signed by the above-named

BARRY MYNOT TITCHMARSH

B.M. Titchmarsh

in the presence of

Witness *[Signature]*

Occupation *[Signature]*

Address *[Signature]*

Signed by the above-named)
EDWARD GRANT BROWN in the)
presence of:)

C.R. Dean J.P.
FARMER
Box 39 Pokono
2336274

E.G. Brown

EASEMENT CERTIFICATE

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

Correct for the purposes of the Land Transfer Act

[Signature]
Solicitor for the registered proprietor

We **TRUST BANK AUCKLAND LIMITED** as Mortgagee under Mortgage No. C.394944.2 hereby consent to the within Easement



Seal of TRUST BANK AUCKLAND LIMITED hereunto affixed in the presence of:

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

~~We **RURAL BANKING AND FINANCE CORPORATION OF NEW ZEALAND LIMITED** as Mortgagee under Mortgage No. C.193411.3 hereby consent to the within Easement~~

It is hereby further certified that the said Rural Banking and Finance Corporation of New Zealand Limited has changed its name to The Rural Bank Limited as evidenced by No. C236162.1 (Auckland Registry)

It is hereby certified that the said Mortgage(s)/Instrument(s)/Debenture(s) has/have become vested in Rural Banking and Finance Corporation of New Zealand Limited by virtue of the provisions of the Rural Banking and Finance Corporation of New Zealand Act 1989.

We **WRIGHTSON FARMERS FINANCE LIMITED** as Mortgagee under Mortgage No. C.214295.1 hereby consent to the within Easement

Signed by The Rural Bank Limited by its Attorney

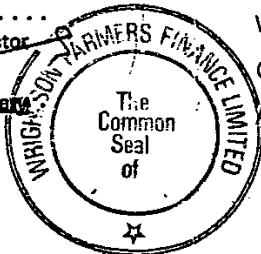
BOB DYKGRAAF
(Name in full)

[Signature]
Signature

The Common Seal of **WRIGHTSON FARMERS FINANCE LIMITED** was hereunto affixed in the presence of

Director

Secretary



In the presence of:
Witness: *[Signature]*
Occupation: **BANK OFFICER**
Address: **PXEKONE**



RICE CRAIG
SOLICITORS
PAPAKURA (MNR)

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. REGISTRAR
11.35 08 DEC 92 C 437953.1



CONSERVATION COVENANT

PURSUANT TO SECTION 77 OF THE RESERVES ACT 1977

BETWEEN PHILIP ARTHUR BELL of Papakura, Technical Service Officer and
JANENE FAY BELL his wife (together with their successors and
assignees called the "Owners")

AND THE FRANKLIN DISTRICT COUNCIL (the "Council")

BACKGROUND

- A. Section 77 of the Reserves Act provides that:
- (i) the Council may agree with any Owner or lessee of land that all or part of the land should be managed so as to preserve the natural environment or landscape amenity or wildlife or fresh water life or marine life habitat or historical value of the land;
 - (ii) the terms of such agreement may be recorded in a Conservation Covenant which is registered against the title to the land or the lease so as to bind the land or the lease and its Owner or lessee to the performance of the terms of the agreement in perpetuity.
- B. The Owners are registered as proprietors of an estate in fee simple in all that parcel of land containing 40.0685 hectares more or less being part Lot 1 Deeds Plan WHAU 77 being part allotments 9, 47 and 48 Parish of Mangatawhiri and being all the land comprised and described in Certificate of Title (North Auckland Registry)
SUBJECT TO: Mortgages C594419.4 and C594419.5.
- C. The Owners are undertaking a subdivision.
- D. The Owners have agreed to grant to the Council a Conservation Covenant in respect of that piece of land marked "A" on Deposited Plan 183758 referred to as the "covenant area" being part of the balance land shown on Deposited Plan 183758 to be managed with the following objectives:
- (a) To foster the natural regeneration of indigenous vegetation by natural means.
 - (b) To protect and enhance the scenic landscape values of the land.
 - (c) To protect wildlife and their habitats.

[Handwritten signatures and initials]

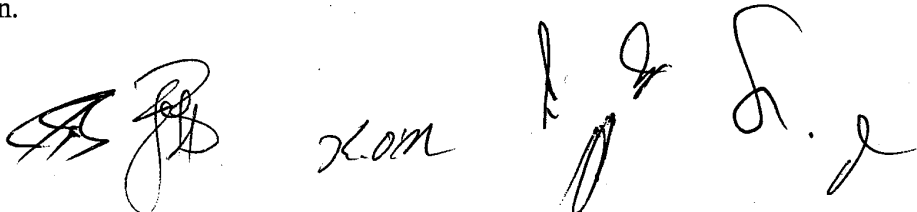
- (d) To protect the water and soil quality of the land.

NOW THEREFORE in consideration of the covenants and conditions hereinafter contained the Owners **HEREBY GRANT** to the Council a Conservation Covenant to the end and intent that the Covenant shall have effect in perpetuity and these presents witness that in pursuance of the agreement and by virtue of section 77 of the Reserves Act 1977 the Owners and the Council with intent so as to bind the land into whosoever's hands the same may come (but not so as to render the Owners personally liable in damages for any breach of covenant committed after they have parted with all interest in the property in respect of which such breach shall occur) mutually covenant at all times to observe and perform the respective duties and obligations imposed in the restrictions, stipulations and agreement contained in the Schedule hereto.

SCHEDULE

RESTRICTIONS, STIPULATIONS AND AGREEMENTS

1. **THE** Owners shall maintain the covenant area in a way that is in keeping with the principles set out in the management plan attached to this Conservation Covenant.
2. **NO** act or thing shall be done or placed or permitted to remain on the covenant area which in the opinion of the Council is prejudicial to the aim and purpose of this Conservation Covenant.
3. **THE** Owners shall not permit any fire, the erection of any building or structures or hoardings or allow any commercial or industrial development within the covenant area whether for the Owners purposes or for other private or public purposes except as may be authorised in writing by the Council.
4. **NO** exotic planting or seed sowing shall occur within the covenant area; and no bush, native trees or any indigenous plant shall be felled, removed or replaced by other species within the covenant area without the prior consent of the Council.
5. **THE** Owners shall erect fences to the Council's standards around the boundary of the covenant area, such fencing to be a 7-wire fence with posts no more than five metres apart and with a minimum of five battens between each post and otherwise as defined in clause 7 of the second schedule to the Fencing Act 1978, and maintain them in stockproof condition.
6. **THERE** shall be no keeping or grazing of livestock within the covenant area.
7. **THE** Owners will, so far as practicable:
 - 7.1 Keep the covenant area free from feral and domestic animals, rabbits and vermin.

The block contains several handwritten signatures and initials in black ink. From left to right, there is a signature that appears to be 'A. J. B.', the initials 'K.O.M.', a signature that looks like 'L. J.', and another signature that appears to be 'S. J.'. The signatures are written in a cursive, somewhat stylized hand.

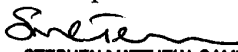
- 7.2 Keep the covenant area free from rubbish or other unsightly or offensive material.
8. **THE** general public shall be excluded from the covenant area.
9. **THE** Owners shall grant to the Council and any officer or duly authorised agent of the Council a right of access onto the land for the purposes of examining and recording the condition of the covenant area or for carrying out protection or maintenance work on the covenant area consistent with the objectives set out in this Conservation Covenant. Prior to exercising this right, the Council and officers or agents of the Council shall consult with the Owners in advance.
10. **NO** easements or concessions may be granted in respect of the covenant area without the prior approval of the Council.
11. **THE** restrictions, stipulations and agreements set forth in this schedule of the Conservation Covenant shall bind the Owners and the Owners' heirs, executors, successors and assignees in perpetuity.
12. **WHERE** there is more than one succeeding Owner of the fee simple title to the land, the covenants contained in this Conservation Covenant shall bind each Owner jointly and severally.
13. **IT** is recorded that a Conservation Covenant under the Reserves Act 1977 is subject to sections 93 to 105 of that Act, as far as they are applicable and they shall be read subject to this agreement.
14. **THAT** any consent, approval, authorisation or notice to be given by the Council shall be sufficient if given in writing signed by the General Manager of the Council and delivered or sent by post to the residential or official address of the Owners or to the solicitor acting on behalf of the Owners.
15. **THAT** the Owners shall pay the Council's reasonable legal costs in the preparation and execution of this Covenant.

The Council **HEREBY ACCEPTS** this Conservation Covenant subject to and together with the restrictions, stipulations and agreements set forth in the Schedule hereto.

In witness of which this covenant has been executed this 10th day of February 1998.

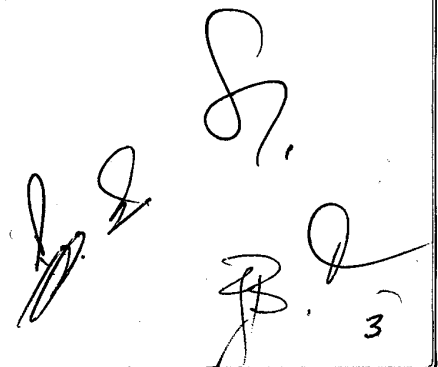
SIGNED by PHILIP ARTHUR BELL

in the presence of:



STEPHEN MATTHEW CAMERON TEMM
SOLICITOR
PAPAKURA



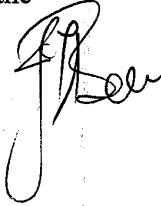
KOM



SIGNED by JANENE FAY BELL in the presence of:




STEPHEN MATTHEW CAMERON
SOLICITOR
PAPAKURA



THE COMMON SEAL of THE
FRANKLIN DISTRICT COUNCIL
was affixed in the presence of:



Mayor

Chief Executive Officer

MANAGEMENT PLAN

1. Maintain fencing in stockproof condition to prevent entry to the covenanted area by grazing animals.
2. Eradicate any feral cats and rabbits.
3. Eradicate noxious weeds and recognised environmental plant pests in terms of the Biosecurity Act 1993 and exotics where necessary to maintain and enhance the natural process of regeneration of the native vegetation.
4.
 - (a) Provide suitable habitat for bird life.
 - (b) Encourage plants that are a food source to bird life.
5. Manage the plant growth to encourage the regeneration of the native vegetation through its successive stages of natural regeneration.

Handwritten signatures and initials:
Korn
L.S.
S.
5



Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, Roger William Mitchell of Wellington and
JASON PAUL GOTLIEB of Wellington, New Zealand,


Bank Officers, severally certify that:

- By deed dated 25 May 1994 (the "Deed") we were, by virtue of being respectively a Second Authorised Officer and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
- Copies of the Deed are deposited in the Land Transfer Offices at:

Auckland	as No. C622693.1F	Blenheim	as No. 174983
Christchurch	as No. A124795.1	Dunedin	as No. 859913
Gisborne	as No. G198246.1	Hamilton	as No. B214884
Hokitika	as No. 098538	Invercargill	as No. 221983.1
Napier	as No. 609666.1	Nelson	as No. 339830.1
New Plymouth	as No. 412259	Wellington	as No. B363693.1
- We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
- At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Wellington

this 18 day of March 1998

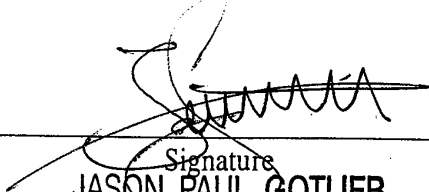


Signature
Roger William Mitchell

Name

SIGNED at Wellington

this 18 day of March 1998



Signature
JASON PAUL GOTLIEB


Name

48890019

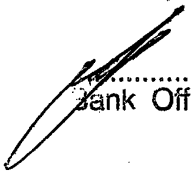
CONSENT OF MORTGAGEE

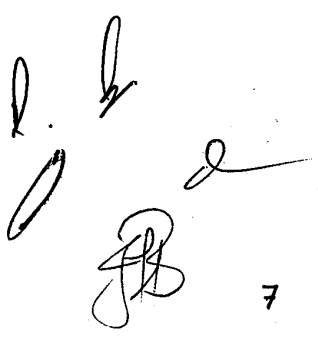
BANK OF NEW ZEALAND being the Mortgagee under and by virtue of Mortgage No. C594419.4 (North Auckland Registry) **HEREBY CONSENTS** to the terms of the foregoing covenant and undertakes that in the event that the mortgagee exercises any of its rights, powers or remedies under the said mortgage that it will do so subject to the terms of the foregoing covenant.

DATED this 18 day of March 1998

<i>SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorneys</i> 	<i>BANK OF NEW ZEALAND by its Attorneys:-</i> Roger William Mitchell JASON PAUL GOTLIEB
---	---

In the presence of: SIMON BASIL COCKS


Bank Officer, Wellington

48890310
204

7

CONSENT OF MORTGAGEE

KENNETH ALLEN O'NEALE being the Mortgagee under and by virtue of Mortgage No. C594419.5 (North Auckland Registry) **HEREBY CONSENTS** to the terms of the foregoing covenant and undertakes that in the event that the mortgagee exercises any of his rights, powers or remedies under the said mortgage that he will do so subject to the terms of the foregoing covenant.

DATED this *4th* day of *May* 1998

SIGNED by
KENNETH ALLEN O'NEALE
in the presence of:

K.A. O'Neale

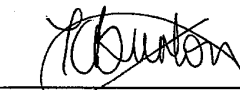
P J Rutherford

P J RUTHERFORD
SOLICITOR
PUKEKOHE

**GRANT OF CONSERVATION
COVENANT**

Correct for the purposes of the Land
Transfer Act 1952

Pursuant to section 77 of the Reserves
Act 1977



Solicitor for the Council

**PHILIP ARTHUR BELL and
JANENE FAY BELL**

The Covenantors


**THE FRANKLIN DISTRICT
COUNCIL**

The Council

SIMPSON GRIERSON
SOLICITORS
AUCKLAND

AK980130.025

LINZ COPY
3.15 14.JAN99 D 34819417
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
ASST. LAND REGISTRAR
DISTRICT OF FRANKLIN
AUCKLAND
NORTH AUCKLAND NEW ZEALAND



D 694327. 2 TE

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

North Auckland

Certificate of Title No.

Vol 121C fol 610

All or Part? Area and legal description — *Insert only when part or Stratum, CT*

All

Transferor *Surnames must be underlined*

MAURICE DESMOND HAYES (herein called "the Grantor")

Transferee *Surnames must be underlined*

COUNTIES POWER LIMITED at Pukekohe (herein called "the Grantee")

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.*

an electricity easement in gross on the terms and conditions and with the rights and powers set out in the attached annexure sheets

Consideration

THE PREMISES

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this

12

day of

March 2002

Attestation

Signed in my presence by the Transferor
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

CRAIG WYLES INDER

Occupation

Solicitor

Address

Papakura

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

REF: 4130

Solicitor for the Transferee

Approved by Registrar-General
of Land under No. 1995/1003

TRANSFER

Land Transfer Act 1952

Law Firm Acting
WEBB LAWYERS & PARTNERS SOLICITORS PUKEKOHE

Auckland District Law Society
REF 4130

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

TRANSFER

Dated 12 MARCH 2002

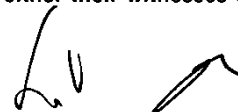
Page 2 of 7 Pages

MEMORANDUM OF TRANSFER

The Grantor being the registered proprietor of an estate in fee simple in the land described on the preceding page of this transfer for the consideration shown **HEREBY TRANSFERS AND GRANTS TO THE GRANTEE** the right to construct, maintain, repair, renew, replace and operate an Electricity Line over that part of the Land marked A on DP 209993 and further grant the following rights and powers over the Land and in respect of the Electricity Line and the Grantee and the Grantor covenant and undertake as follows:

1. The Grantee, together with its employees, agents and contractors may enter upon the Land with such vehicles, machinery, equipment and materials as is necessary or convenient for the Grantee to gain access and to exercise its rights and interests granted under this memorandum in respect of the Electricity Line provided that the Grantee and its employees, agents and contractors when entering upon the Land and when exercising any other rights and powers in respect of the Electricity Line shall so do in a manner which causes the least inconvenience to the Grantor's use and enjoyment of the Land and will follow all reasonable requests and directions of the Grantor as to the means of access to the Electricity Line by the Grantee over the Land and as to carrying out work on or for the Electricity Line.
2. Subject to the Grantee's right to construct, maintain, repair, renew, replace and operate the Electricity Line the Grantee shall promptly restore any part of the Land affected by the Grantee exercising any of its rights hereunder, as far as is reasonably practicable, to that existing before the Grantee exercised such rights.
3. The Electricity Line shall remain the property of the Grantee.
4. The Grantee will construct and operate the overhead portion of the Electricity Line so that the supporting poles will be situated on the road reserve adjacent to the Land and so that the clearance between the ground level of the Land and the lowest part of the Safety Clearance Zone immediately overhead is at least 3.5 metres.
5. The Grantee will, where practicable, give reasonable notice to the Grantor of the Grantee's intended entry onto the Land for any purposes permitted by this memorandum and the reason for that entry. In the case of routine inspection or maintenance of the Electricity Line at least 5 working days notice shall be given. In circumstances of urgency such as a threat to safety or the need to carry out urgent repairs, where it is not practicable to give a prior written notice, the Grantee shall give particulars of entry as soon as practicable after the work has been carried out, including the reason for not giving notice prior to entry onto the Land. For the purpose of this clause notice will be deemed to have been given the day after the date of posting to the Grantor's last known address.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

TRANSFER

Dated 12 MARCH 2002

Page 3 of 8 Pages

6. The Grantor will not plant or permit to be planted any trees, or other vegetation, which are likely, over time, to grow into the Safety Clearance Zone. The Grantee may trim and remove any trees or other vegetation from that part of the air space above the surface of the Land comprising the Safety Clearance Zone or the Trimming Zone.
7. The Grantor will not construct or permit to be constructed any building or other structures any part of which intrudes into the Safety Clearance Zone or which breaches any code of practice or regulation or other legal requirement relating to the safety distances applicable to electricity lines.
8. If any party ("the defaulting party") breaches any of its obligations under this memorandum and continues to do so after reasonable notice has been given to it by the other party, the other party may do anything necessary to remedy the breach and the defaulting party shall be liable to reimburse the other party for all its costs in remedying the breach.

9. **Definitions:**

"Safety Clearance Zone" means the airspace surrounding the conductors of the Electricity Line indicated on Diagram A annexed hereto;

"Trimming Zone" means the airspace surrounding the Safety Clearance Zone indicated on Diagram A annexed hereto;

"Electricity Line" means conductors for the transmission of up to 110 kilovolts of electricity (including separate circuits operating at more than one voltage) plus associated earth wires, situated above the ground and supported by poles (including associated foundations, stays and supports for the poles) and includes such poles and insulators, fastenings, fittings, cross arms, and equipment necessary or convenient for the safe and efficient construction, support, operation and protection of or safety of the electric line or any part of it or otherwise necessary or convenient for the transmission of electricity.


Diagram A

The Safety Clearance Zone comprises the airspace above line A, B, C, D.

The Trimming Zone comprises the airspace between the Safety Clearance Zone and line E, F, G, H.

The indicated measurements are in metres.

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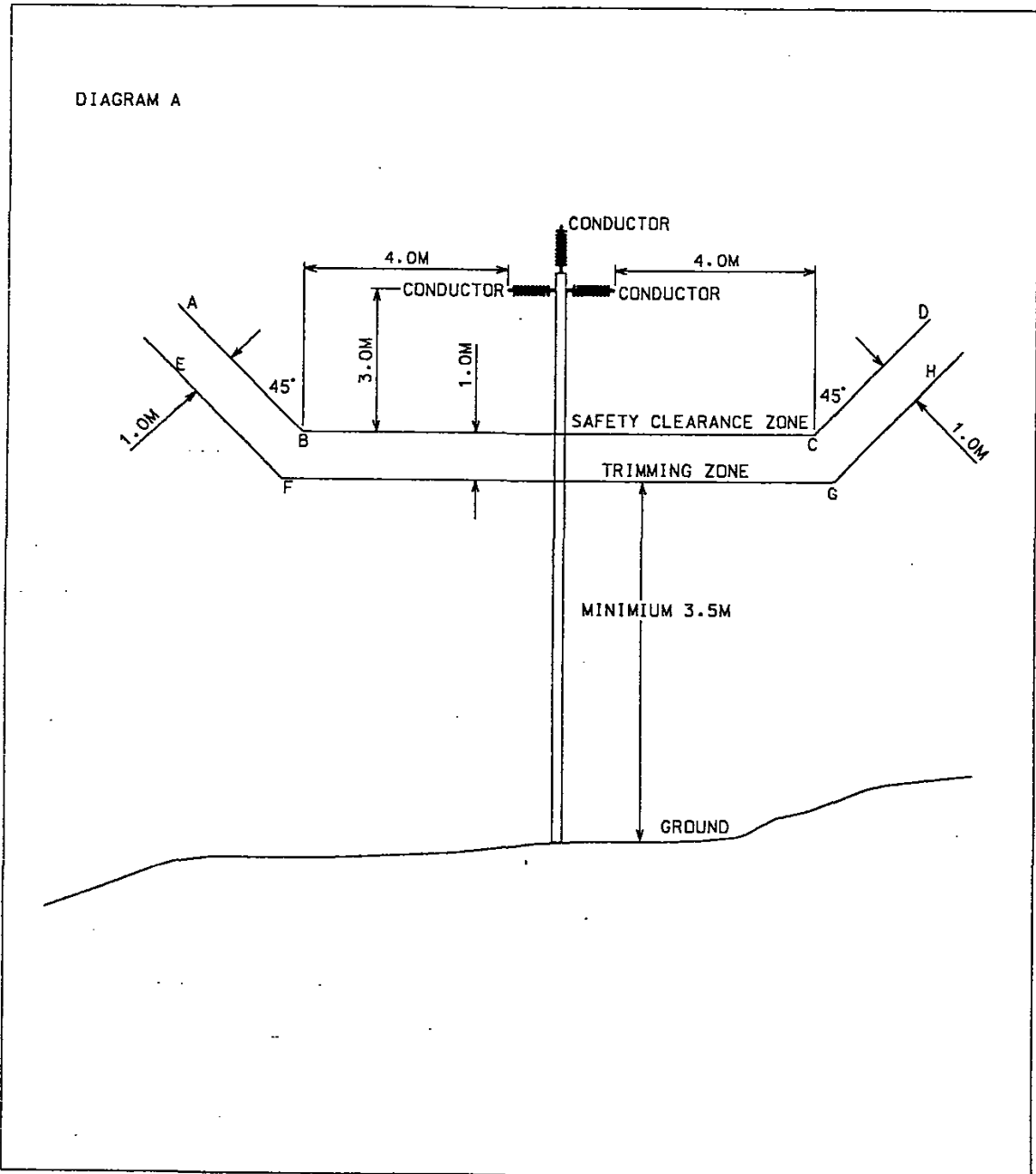
Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

TRANSFER

Dated 12 MARCH 2002

Page 4 of 8 Pages



If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Signature]

[Signature]

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

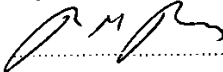
TRANSFER

Dated 12 MARCH 2002

Page 5 of 8 Pages

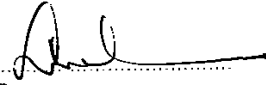
Continuation of Attestation

Signed by the Grantee


Acting CEO, Lumbia Power Ltd

in the presence of:-

Witness (Signature)



Name (In block letters)

ROBERT WILLIAM LACK

Occupation (In block letters)

J.P.

Address (In block letters)

PURKORHE

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

WE, Marianne Astrid Goudswaard
AND Derek Edward Lines
both of Hamilton in New Zealand, Bank Officers

HEREBY CERTIFY -

1. **THAT** by Deed dated the 10th July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1
BLenheim (Marlborough Registry) and there numbered 187102
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1
DUNEDIN (Otago Registry) and there numbered 915888
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1
HAMILTON (South Auckland Registry) and there numbered B.367046
HOKITIKA (Westland Registry) and there numbered 105721
INVERCARGILL (Southland Registry) and there numbered 244294.1
NAPIER (Hawke's Bay Registry) and there numbered 646199.1
NELSON (Nelson Registry) and there numbered 361557.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551
WELLINGTON (Wellington Registry) and there numbered 533510.1

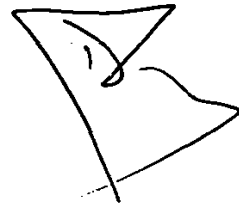
WESTPAC BANKING CORPORATION ARBN 007 457 141 incorporated in the New South Wales, Australia ("Westpac") appointed us its Attorneys on the terms and subject to the conditions set out in that Deed and the attached document is executed by us under the powers conferred by that Deed.

2. **THAT** as at the date of this certificate, we are a **Team Leader** of a legal unit and **Branch Service Officer** of a legal unit for Westpac respectively.

3. **THAT** at the date of this certificate we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **WESTPAC** or otherwise.

SIGNED at Hamilton
this 14th day of March
2002

)
)
)



Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

TRANSFER

Dated 12 MARCH 2002

Page 6 of 7 Pages

The WESTPAC BANKING CORPORATION the mortgagee under mortgage number D. 348194.15 hereby consents to the within transfer but without prejudice to its rights and remedies as mortgagee.

Dated this 14th day of March 2002

Executed by the mortgagee

in the presence of:-

EXECUTED by
WESTPAC BANKING CORPORATION
by its duly appointed attorneys:
MARIANNE ASTRID GOUDSWAARD

DEREK EDWARD LINES
Both BANK OFFICERS of HAMILTON
in the presence of:

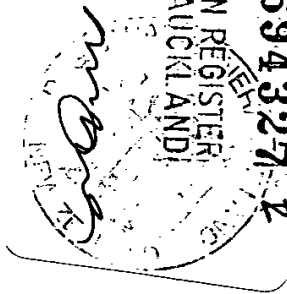
Witness Name:
Occupation:
Address:

GLENDAMARIE WENSOR
BANK OFFICER
HAMILTON

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



9:00 PM 02 APR 02 ID 694327
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND



Subject to an Easement
in gross over the property
held in fee simple in
land owned by the
limited liability company
D. 694327.2

Image Quality due
to Condition
of Original

252305 (R266/318) YEC

N^o. 252305
Received for Registration the
13th day of November 1916 at 1pm
Arthur H. Fletcher Dy. Registrar
20 A 64
15 A 140

Stamp
1/- 6246
Auckland
2 SP. 15

AN AGREEMENT made the 31st day of August One thousand
-----nine hundred and fifteen BETWEEN JOHN
MACFARLANE NORRIE of Pokeno in the Provincial District

(L.S.)

DATED 31st August 1915

JOHN M. NORRIE

WITH

A.G. DIPROSE

MEMORANDUM OF AGREEMENT

Russell Campbell & McVeagh
Auckland

of Auckland Farmer of the one part and ARTHUR GILBERT DIPROSE of Pokeno
aforesaid Farmer of the other part WHEREAS the said John Macfarlane
Norrie is the owner of part of the allotments numbered Eight and Nine
of the Parish of Maungatawhiri and the said Arthur Gilbert Diprose is
owner of ^{sic} the other part of the said Allotment Nine AND WHEREAS the
said parties have at their joint expense laid down pipes and a ram for
the purpose of obtaining supplies of water for their respective proper-
ties from the waterfall existing on the property of the said John
Macfarlane Norrie being part of the said allotment Eight AND WHEREAS
the said ram has been fixed on the property of the said Arthur Gilbert
Diprose being part of the said allotment Nine and pipes, have been laid
from the said waterfall to the said ram and from the said ram to tanks
on the respective properties of the said parties and the said parties
have agreed to execute this agreement for the purpose of setting out

the terms on which the said pipes and ram shall be maintained NOW THIS AGREEMENT WITNESSETH that each of
them the said John Macfarlane Norrie and Arthur Gilbert Diprose doth hereby for himself his executors
administrators and assigns and so as to bind the owners or owner for the time being of their respective
properties agree with the other of them his executors administrators and assigns.
A.G.D. J.M.N

1. T H A T the said parties shall at their joint expense at all times hereafter maintain in their present ^{sic} position in good and proper working order repair and condition the said pipes and ram

2. T H A T neither of the said parties will at any time hereafter divert or attempt to divert the water supply from the intake or pipes leading to the said ram or to interfere with the said supply in any manner to the detriment of the other of them.

3. T H A T should the said pipes or ram or any part or parts thereof respectively require repairing or removing at any time the same may be done by either of the parties hereto and the other shall pay to the party renewing or repairing the same one half of the cost of such work.

4. T H A T either of the said parties hereto shall be at liberty at all reasonable times with workmen and others to enter upon the land of the other of them for the purpose of inspecting repairing or renewing the said ram and pipes or any part or parts thereof respectively provided that the party so entering on the land of the other his workmen and servants shall use all reasonable care so as to damage or interfere with the property of the other as little as possible.

5. S H O U L D either party make default in payment of his share of the cost of any such renewing or repairing as aforesaid the other party shall be at liberty to recover the same by process of law J.M.N. A.G.D.

6. S H O U L D any difference or dispute arise between the parties touching or concerning any matter or thing herein contained or the construction of this agreement the same shall be referred to two arbitrators or their umpire in the manner prescribed and with the powers conferred by "The Arbitration Act 1908 " or any amendment thereof.

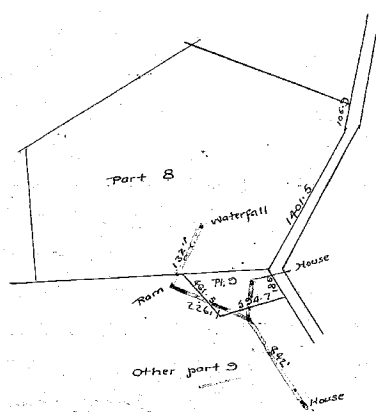
AS WITNESS the hands of the parties hereto.

SIGNED by the said John Macfarlane Norrie
 ----- in the presence of :- Thos. J.Hicks
 Farmer Pokeno

J.M.Norrie

SIGNED by the said Arthur Gilbert Diprose
 ----- in the presence of :- Thos.J.Hicks
 Farmer Pokeno

A.G.Diprose



The deed of which the above is a copy is attached to Deed of Assignment No. 252304 R 266-316

Compared copy & received No. 252305 this *6th* day of *June* 1916
John Macfarlane Norrie



View Instrument Details



Instrument No 9467453.2
Status Registered
Date & Time Lodged 26 July 2013 12:52
Lodged By Lin, Yi-Ling
Instrument Type Partial Surrender of Easement



Affected Computer Registers	Land District
344137	North Auckland
402385	North Auckland
NA78D/798	North Auckland

Affected Instrument Covenant (All types except Land covenants) 7857540.7

Annexure Schedule: Contains 1 Page.

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

Signature

Signed by Sandra-Li Shirley Donaldson as Grantor Representative on 26/07/2013 09:09 AM

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
- I certify that the territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority

Signature

Signed by Sandra-Li Shirley Donaldson as Grantee Representative on 26/07/2013 09:09 AM

*** End of Report ***

Form C

Easement instrument to partially surrender Easement or Profit à prendre or Land Covenant

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

Grantor

Roger Taylor Limited

Grantee

Fletcher Concrete and Infrastructure Limited

Surrender of Easement, Profit à prendre or Covenant

The Grantee, being the registered proprietor of the Dominant Tenement(s) set out in Schedule A, or being the Grantee in gross, hereby surrenders to the Grantor the easement(s), *profit(s) à prendre* or covenant(s) set out in Schedule A and the Grantor accepts the surrender of those easement(s), *profit(s) à prendre* or covenant(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Easement; Profit or Covenant	Creating Instrument number	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	7857540.7	402385 NA78D/798	Lot 4 Deposited Plan 463893 (being land formerly part of certificate of title 344137)



View Instrument Details

Instrument No	9821779.1
Status	Registered
Date & Time Lodged	23 December 2014 15:26
Lodged By	Scott, Bryan James
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
NA46C/176	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Bryan James Scott as Territorial Authority Representative on 23/12/2014 03:19 PM

*** End of Report ***

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



www.waikatodistrict.govt.nz ■

■
The Registrar General of Land
North Auckland Land Registry

IN THE MATTER

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

and

IN THE MATTER

of a subdivision Consent pursuant to Sections 105, 108,
220, and 221 of the Act

I, GAVIN JOHN ION Chief Executive of the WAIKATO DISTRICT COUNCIL, hereby certify that the Waikato District Council has granted its consent to the subdivision shown on Deposited Plan 441406, (and being the land described in the First Schedule), subject to certain conditions, including the requirement that the Owner (as defined in the Act) comply on a continuing basis with the conditions set out in the Second Schedule and that this Notice be registered against the Certificates of Title for Lots 2, 3 and 4 on Deposited Plan 441406

First Schedule

An estate in fee simple in all that parcel of land containing 49.3284 hectares more or less being Allotment 101 Parish of Tuakau and comprised in Certificate of Title NA46C/176 (North Auckland Registry)

Second Schedule

In respect of Lot 4

- I. The Owners of Lot 4 shall be advised that when any future development on this Lot is proposed, the following matters will need to be addressed at the time of application for building consent, prior to any development taking place:
 - (a) A design shall be submitted for a sealed property entrance, inclusive of stormwater controls, located in a position that provides a minimum of 60m sight visibility measured in accordance with figure 9 of the Hamilton Development Manual and provides a minimum separation distance to Trig Road of 30m. The entrance shall be designed and constructed in general accordance with drawing R29 of the Franklin District Council Code of Practice for Subdivision and Development to the satisfaction of the Council prior to occupation of any building/dwelling on the Lot.
 - (b) A design shall be submitted for the proposed new access route from the approved entrance to the building site, inclusive of a stormwater management system. The design shall be undertaken by a Chartered Professional Engineer/Geo-professional and shall include a geotechnical assessment of the route and an assessment of any overland flowpaths that might be affected by the proposed route, and any designs necessary to mitigate any geotechnical/stormwater limitations associated with the accessway, to the satisfaction of the Council, prior to occupation of any building/dwelling on the Lot.



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- (c) A Certificate of Completion of Development Works prepared by a Chartered Professional Engineer shall be provided to confirm that all works in terms of the approved designs submitted under conditions 1(a) and 1(b) of this consent notice have been carried out in accordance with the approved plans, appropriate standards and all relevant reports, prior to occupation of any building/dwelling on the Lot. The standard format for a Certificate of Completion of Development Works shall be as shown in the Franklin District Council Code of Practice for Subdivision and Development Edition 5 October 2010, Appendix B.

In respect of Lots 2 and 4

2. Any building/effluent disposal system and stormwater disposal system shall be designed and constructed in accordance with the recommendations of the Engineering Reports prepared by Chambers Consultants Limited dated 26 March 2007, reference number 060331 and dated 19 November 2007, reference number 070260 (NB Lot 4 is designated as Lot 1 on the site plan attached to this report) respectively. Copies of these reports can be obtained from the Waikato District Council.


In respect of Lots 2, 3 and 4

3. No further subdivision of these Lots shall be allowed under Rule 22.9 (Conservation Lot) of the Operative Franklin District Plan, Rule 22.11 (Environmental Lot) of Plan Change 14 to the Operative Franklin District Plan: Rural Plan Change, or any similar provision(s) of any District Plan or Plan Change document.

General Condition

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

DATED at Ngaruawahia this 30th day of May 2014


GAVIN JOHN ION
Chief Executive

FSUBS06217



View Instrument Details

Instrument No	9821779.2
Status	Registered
Date & Time Lodged	23 December 2014 15:26
Lodged By	Scott, Bryan James
Instrument Type	Covenant (All types except Land covenants)



Affected Computer Registers	Land District
NA46C/176	North Auckland

Annexure Schedule: Contains 16 Pages.

Signature

Signed by Bryan James Scott as Grantor/Grantee Representative on 23/12/2014 03:20 PM

*** End of Report ***

CONSERVATION COVENANT

(PURSUANT TO SECTION 77 OF THE RESERVES ACT 1977)

DATED the 11th day of August 2014

BETWEEN: DAVID ANTHONY SHATFORD and HELEN MARGARET SHATFORD both of Tuakau together with their executors, administrators and assigns and STURMON TRUSTEE SERVICES (NO. 2) LIMITED together with its administrators, liquidators and assigns (called "the Covenantor")

AND: WAIKATO DISTRICT COUNCIL a local authority under the Local Government Act 2002 (called "the Council").

BACKGROUND:

- A** THE Covenantor is registered as proprietor of an estate in fee simple in all those parcels of land containing First 2.0000 hectares more or less being Lot 2 Deposited Plan 441406 comprised in Computer Freehold Register 549469 And Secondly 44.0157 hectares more or less being Lot 3 Deposited Plan 441406 comprised in Computer Freehold Register 549470 And Thirdly 1.5119 hectares more or less being Lot 4 Deposited Plan 441406 comprised in Computer Freehold Register 549471, being a subdivision of Allotment 101 Parish of Tuakau comprised in Computer Freehold Register NA46C/176.
- B** THE Council is authorised by the Reserves Act 1977 (referred to as "the Act") to obtain conservation covenants in respect of any private land for the purpose of managing the said land so as to preserve the natural environment or landscape amenity or wildlife or fresh water marine life habitat or historical value.
- C** THE Covenantor has agreed to grant to the Council a conservation covenant for the purpose and intent of protecting and preserving certain areas of native bush and wetland situated on Lots 2, 3 and 4 Deposited Plan 441406 under resource consent number FSUBS06217 (called "the Land").
- D** THE areas of native bush and wetland in respect of which this covenant applies are areas of:
1. 3.2315 hectares more or less shown as area "T" on part Lot 3 on Deposited Plan 441406; and

2. 0.9292 hectares more or less shown as area "U" on part Lot 3 on Deposited Plan 441406; and
3. 1.4447 hectares more or less shown as area "V" on part Lot 2 on Deposited Plan 441406; and
4. 6.0204 hectares more or less shown as area "W" on part Lot 3 on Deposited Plan 441406; and
5. 1.0487 hectares more or less shown as area "X" on part Lot 4 on Deposited Plan 441406; and
6. 1.9734 hectares more or less shown as area "Y" on part Lot 3 on Deposited Plan 441406; and
7. 2.3494 hectares more or less shown as area "Z" on part Lot 3 on Deposited Plan 441406

(called "the conservation area").

THE PARTIES AGREE:

- 1 **THE** Covenantor hereby grants to the Council a conservation covenant which shall forever bind the land into whomsoever's hands the same may come (but not so as to render the Covenantor personally liable in damages for any breach of covenant committed in respect of the land after the Covenantor shall no longer be the registered proprietor of the land).
- 2 **THE** parties covenant at all times to observe and perform their respective duties and obligations imposed in the restrictions, stipulations and agreements contained herein.

THE COVENANTOR COVENANTS:

- 1 **THE** Covenantor shall preserve and protect the said conservation area. No act or thing shall be done or placed or permitted to be done or remain upon the land in the conservation area which in the opinion of the Council materially alters the actual appearance or condition of the land or is prejudicial to the land as a conservation area.
- 2 **NO** buildings or structures shall be constructed, erected or located within the conservation area.
- 3 **NO** native trees or plants shall be modified, felled, removed or replaced by other species or by a different mixture of species in the conservation area except with the previous written consent of the Council and such consent shall not be unreasonably

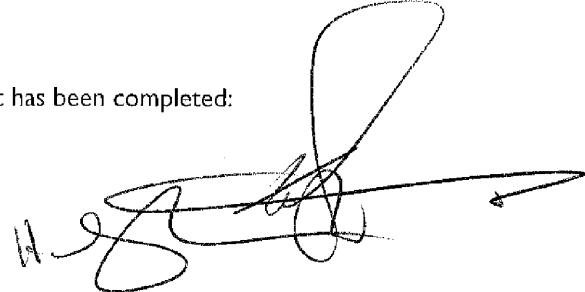
withheld if the Council is satisfied that the work is in accordance with the purpose and intent of the covenant specified in Clause C in the Background, hereto, **PROVIDED THAT** the following may be undertaken without the Council's consent:


- (a) **THE** removal of dead or diseased trees.
 - (b) **TREE** work carried out in accordance with sound arboricultural practice and which is necessary for the health and stability of the tree or the conservation area generally.
 - (c) **ENRICHMENT** planting using local native flora.
- 4 **THE** Covenantor shall not light or permit to be lit any fire within the conservation area or on any adjacent land owned or occupied by the Covenantor or under the Covenantor's control when there may be a risk of fire spreading into the protected area.
- 5 **THE** Covenantor shall keep the conservation area free of stock by means of a stock-proof fence and maintain the fence in good and substantial repair to the satisfaction of Council **PROVIDED THAT** the Covenantor may retain the two gates at the entrance of Trig Road and the two cattlestops at the track exists as shown on the attached approved plan prepared by Madsen Lawrie Consultants Limited dated 20 December 2011 ("the Approved Plan"). The tracks which separate the covenant areas shown as "Z", "T" and "W" on the Approved Plan are not required to be fenced. The standard of the fencing shall be a 7-wire fence with posts not more than five metres apart and with a minimum of five battens between each post and otherwise is to be as defined in paragraph 7 of the second schedule to the Fencing Act 1978.
- 6 **THE** Covenantor shall undertake plant pest control measures to ensure such plant pests do not prevent or significantly impair the growth of native seedlings, and shall seek to ensure that plant pest control measures do not adversely affect native species. The Covenantor shall furthermore implement and maintain on an ongoing basis the weed monitoring and control programme set out in Appendix I of the attached Compliance Report prepared by BFL Forestry and Environmental Services dated 30th March 2014 titled "*RE Resource Consent, Compliance Report – 71 Trig Road, Whangarata (Franklin Consent Application No CONSENTS\506217, and Waikato District CLR0183111)*" ("Appendix I of the Compliance Report")
- 7 **THE** Covenantor shall undertake animal pest control measures in accordance with Waikato Regional Council's operative regional pest management strategy. The Covenantor shall furthermore implement and maintain on an ongoing basis the animal and pest control programme set out in Appendix I of the Compliance Report
- 8 **THE** Covenantor shall not undertake any works on the land which would alter the natural water levels in the conservation area, including seasonal variations in water levels.

- 9 THE provisions of Section 77 and Sections 93 to 105 of the Reserves Act 1977 shall apply to this covenant.
- 10 THE Council, through its officers or agents, shall be permitted to enter at any reasonable time the conservation area, and any adjacent or nearby land in which the Covenantor has any interest, to determine whether the covenant is complied with.
- 11 IF at any time prior to registration hereof by the District Land Registrar, the Covenantor desires to sell or otherwise dispose of all or any part of the land such sale or disposition shall be made expressly subject to the restrictions, stipulations and agreements contained in this Conservation Covenant.
- 12 THE Council or Covenantor may at any time during the term of this covenant, by mutual agreement, carry out any works, improvements, or take any action either jointly or individually or vary the terms of this covenant to ensure the more appropriate preservation of the conservation area **PROVIDED HOWEVER** such agreement is not contrary to the purpose and intent of this covenant specified in Clause C in the Background hereto.
- 13 THE costs of the preparation, execution, registration and enforcement of this Covenant shall be borne by the Covenantor.

IN WITNESS OF WHICH this document has been completed:

SIGNED by **DAVID ANTHONY**)
SHATFORD and **HELEN MARGARET**)
SHATFORD in the presence of:)





 Witness Signature

Carolyn Bull

 Witness Name


76 Fairfield Road, Hamilton


 Address

Sales Support

 Occupation

SIGNED for **STURMON TRUSTEE SERVICES (NO.2) LIMITED** by:)
in the presence of:)


Bryan James Scott

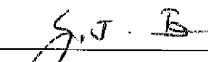

Witness Signature


Witness Name **REBECCA SUTTON
LAWYER
PUKEKOHE**

Address

Occupation

SIGNED for the **WAIKATO DISTRICT COUNCIL** by Gavin John Ion)
in the presence of:)


Gavin John Ion
Chief Executive


Witness Signature

T.C. OWEN
Witness Name

RD2, Te Kaniwhata
Address

Executive Assistant
Occupation

FSUBS06217

6371

BFL

Forestry and Environmental Services

Dan Madsen
 Madsen Lawrie Consultants Ltd
 PO Box 177
 Pukekohe 2340

30th March, 2014

Dear Dan,

RE Resource Consent, Compliance Report – 71 Trig Road, Whangarata (Franklin Consent Application No CONSENTS\S\06217, and Waikato District CLR0183/11).

The Franklin District Council in its Consent decision dated 21st July 2008 specified certain completion conditions associated with this Resource Application, namely;-

- That secure fencing be completed to standards set by Council, and
- That a programme of weed monitoring and control be prepared by a suitably qualified person in ecology.
- That a possum monitoring and control programme be similarly prepared.
- That a supplementary planting programme be prepared for the site to ensure all open areas are planted.
- That a certificate of compliance with these programmes be provided by a suitably qualified person.

Subsequently the site has been inspected by Council staff, most recently by Ms Katherine Overwater (letter dated 20 September 2012) confirming that the actions set out above were to be completed.

The planting, weed and pest control plans referred to have subsequently been completed (January 16th 2013) and a copy has been appended to this report for reference purposes and to ascertain the works that were to be completed.

Most recently (Tuesday 25th of March 2014) the site was inspected to confirm or otherwise advise on the implementation of the various planting and pest control plans.

2 Completion of Works required

While the inspection focused on the works required and specified by Council, opportunity was taken to examine the protected area more generally and observe progress with its development as a natural area. The proposed protected area adjoins some other native vegetation but is the major natural area in this locality. It is also a reasonably prominent landscape feature and provides valuable habitat and

BFL,
 383 Riddell Road, Glendowie,
 Auckland.
 Phone 021421291 or
 A/H 09 575 4056
 E-mail: thebergs@ihug.co.nz

Compliance report - Shatford.

refuge for certain species of birdlife, several of which were in evidence at the time of this inspection (fantail, tui, wax eye, kereru).

Notably all areas are in good condition/health and had responded to the quite severe summer conditions with good vegetative growth.



The forest canopy in the core forest areas is healthy with continuous cover and a well established understory.

In the wetland area along the base of the valley (below) a dense cover of sedges is established, with swamp maire (yellow-orange foliage) and kahikatea obvious.



The present status of the site is:-

1. Fencing (7 wire post and batten fences) of appropriate standard exist or are being completed around almost all boundaries....some minor repairs are required to a portion of the fence-line alongside the driveway to the house, although this is not an area frequented by livestock. However the area is essentially fully fenced to the required standard.

Compliance report – Shatford.

2. Programme of planting, weed and pest control - The management plans attached to this memo describes the ongoing operations to ensure that weed and pest monitoring and control is undertaken and the area is appropriately managed in the long term. These have been operative for significantly more than a year and their application is described below and illustrated by the photographs attached to this report.
3. Weed control including monitoring for and removal of woody weeds and ring-barking of the pines has been ongoing and dead trees are very much in evidence. Gorse has been quite broadly sprayed in the past and further spraying is not recommended, some residual damage to native species has occurred and to avoid further damage hand weeding around newly planted seedlings, etc is now preferable. Monitoring of those pines still not fully dead and around seedlings to ensure weed suppression doesn't occur should continue as per the monitoring and control plan.



New fences are of a high quality and exceed specification – having a single electrified wire on a runner on the outside. Weed control (gorse) on the margins has been comprehensive but further inside the stand additional control of gorse could be detrimental and should be deferred from this point.

4. Animal pest control is not an issue, at present with no evidence of animal pests identified in this locality; however possums in low numbers are almost certainly present, and baiting should continue as prescribed.
5. The supplementary planting plan has been effectively implemented but needs to be further applied this winter as gaps created by weed spraying now start to appear. These are not extensive however areas of dead and dying gorse are obvious and need to be checked for the presence of native seedlings and planting undertaken as prescribed where gaps still exist.
6. Overall the natural features of this site are responding well to their recent protection and the rehabilitation work already undertaken and there is widespread regeneration of native species evident in many places. This is a good pointer to the fact that over time full restoration will occur and that the areas will be excellent additions to the natural ecosystem of this region.

Compliance report - Shatford.



Ring-barking of old pines has allowed native vegetation (in this case a kahikatea tree) to come away and will ensure that a canopy of native trees exists over the entire site.

I am accordingly able to certify that the weed, animal pest and supplementary planting plans are being correctly implemented.

Please don't hesitate to give me a call if you require more information, or need any assistance with any aspect of this report.

Kind regards,


Peter Berg
Environmental Manager

Cc Messrs D&H Shatford

Compliance report – Shatford.

**APPENDIX 1 –Management Plans, Shatford, Trig Road -
(Including weed and pest control and supplementary
planting)...** (17 January 2013)

1. Fencing Programme

The District Plan of the former Franklin District Council prescribes a 7-wire, post and battened fence for environmental lots. The prescription further notes that fences should otherwise be in accordance with Clause 7 of the Second Schedule of the Fencing Act 1978, which does provide for some other forms of fence construction including a 10-wire high-tensile post and wire fence. In either case posts should be at 5m spacing, and with 5 battens per opening if battened i.e. a fence of boundary fence quality. No gates or other openings are permitted unless approved in advance.

The perimeter of the protected area was inspected on Thursday 31st of January 2013 and much of the boundary of the proposed covenanted areas was found to be well protected by fences of the required standard. Most of the fences are 7 wire post and battened fences (including some upgrading of existing fences).

While the fencing provision is accordingly being met, longer term periodic inspections are still required and it should particularly be noted that where protected areas include large trees storm events can lead to branch breakage and tree toppling, causing damage or breakage to fences. In these situations, especially where stock are being grazed in areas adjoining the protected area, fences should be walked and if necessary repaired as soon as practical after such events and certainly before stock are able to gain entry. Where sites are not immediately at risk of livestock access fences should still be checked as soon as practical after any such event and damage repaired, and certainly before livestock are brought back into the area. Fences are subject to wear and tear over time and should in every case be walked/inspected annually and any maintenance required undertaken.

Fencing prescriptions

- *Where ever new or replacement boundary fencing is required (including any stock exclusion zones) fences should be constructed to the standard set out in the Second Schedule of the Fencing Act 1978.*
- *The perimeter of all fences should be walked annually and all areas requiring maintenance noted and upgraded within a further period of 3 months.*
- *After any storm events boundaries should be checked as soon as possible, and any damage noted and repaired. Livestock should be removed from adjoining sites until repairs have been made.*

2. Weed Monitoring and Eradication Programme

Council in their Consent conditions require;-

“that a programme of weed monitoring and control be prepared....”

Parts of Areas V, W, X and Z especially around the more open stand edges have reverted through dense gorse and gorse is still present. This is now largely being overtaken by native plants and apart from scattered woolly nightshade and 2-3 barberry plants little else of significance exists inside the protected area. Nevertheless persistent woody weeds such as woolly nightshade, barberry and privet can be an issue in areas of native forest and should be

Compliance report – Shatford.

removed wherever they are found – and as these three species are common in this locality monitoring and removal if located is prescribed. Walking the protected area at least 3 monthly and particularly the perimeters should ensure any new plants are identified and are able to be removed....woody weeds such as these are easy to pull by hand when small but once established are more difficult. Generally it is easiest to cut larger plants but as they re-sprout cut stumps should be immediately treated by painting on herbicide such as glyphosate or Tordon Brushkiller. Vigilant is a gel formulation specially prepared for this sort of application, with enhanced stick-ability but must be applied while the stump is still freshly cut.

Considerable effort has been made to contain and control gorse around the margins of the forested areas and some relatively broad spraying has been undertaken. As the gorse is harbouring/encouraging the regrowth of native scrub species it is preferable that further gorse spraying ceases except where this is around newly planted seedlings in gaps where weeds have been removed – gorse can be an important nurse for native regrowth and attempts to eliminate it both slow the recovery process and can cause much more damage to native vegetation than its removal warrants.

A number of large old pine trees have been ring-barked and killed and the dead spars are an obvious feature. However a small number of trees have not yet succumbed and need to be checked to ensure the ring-barking has been fully successful.

Weed Monitoring and Control Prescription

- *Protected areas should be inspected at least four times per year and presence of weed species noted, including in particular seedlings of woody species such as barberry and woolly nightshade which are associated with this site. Edge areas should be given particular attention in this regard.*
- *Small seedlings are easily pulled by hand, and should be stacked to ensure they dry out, preferably off-site.*
- *Larger seedlings are best cut and the stumps immediately painted with a suitable herbicide to prevent resprouting.*
- *Monitoring should continue until a complete canopy of native species is in place and monitoring is not identifying any new weeds.*
- *Pine trees ring-barked but not yet fully dead should be inspected at 6-monthly intervals and any still with a green crown further debarked to ensure that they are completely dead.*
- *Monitoring and control operations shall conform to the Waikato District Council's Regional Pest Management Strategy, and aim to control any environmental weed species mentioned in the RPMS.*

3. Pest Animal Monitoring and Control Programme

Council in their Consent have requested the preparation of “*A programme for long term control of possums*”

A number of introduced animals have become pests in bush settings in New Zealand, although the size of the natural area and its location relative to other areas of native forest will have some bearing on the pest species likely to be present. The principal animal pest of native plants in most bush settings is the Australian possum, however in larger areas goats, deer and pigs may all be present.

Compliance report – Shatford.

During the inspection of the property no evidence of plant damage, animal tracking, etc was noted; however possums will certainly be present. It is accordingly recommended a programme of pest monitoring and control be implemented to ensure that pest animal populations in each case do not expand to reach damaging proportions.

A number of techniques developed by organisations such as the former Forest Service and more recently by the Department of Conservation provide information about animal population numbers, although in many cases the size and nature of the area being monitored may require those approaches to be modified to suit local conditions. For smaller areas maintaining a close watch and taking action when ever any significant sign of pest animals is noted is prudent.

Things to watch for include:-

- Evidence of the presence of pest animals – sighting, tracking, faecal pellets, results from trapping and hunting and so on.
- Damage resulting from the presence of pest animals – browsing of preferred species, bark damage and scratching, etc. Different pest animals have different browsing preferences so it is possible to get some measure of the species causing damage from an assessment of the species browsed.

Possums are herbivorous browsers and will often chew the bark and leading shoots of trees and shrubs causing at best malformation and at worst killing the plant. Monitoring usually involves checks for sign of damage, tracking (the animals often use the same “run” to visit feeding sites so tracks soon become quite evident), droppings, or sighting the animals themselves (usually visible at night using a torch or headlights).

Control of all animal pests should be routinely undertaken when monitoring identifies sign of their presence. Opening up of the understory, loss of species from some locations, lack of adequate natural regeneration of canopy species are all situations that need to be avoided. In this case and taking into account the area of protected forest involved the recommended control actions are:-

Possums - are usually controlled by one of three methods:-

- Shooting – night shooting using a spotlight to locate the animals is common practice, however care must be taken to ensure line of fire is safe (with shotguns a safe distance is generally about 250m).
- Trapping – live capture in baited traps is an option but involves disposal action and traps are also quite costly and must be checked daily. Using professional trappers is often a good alternative.
- Poisoning – bait stations with suitable poisons in cereal or scented baits are widely used where recovery of the carcass is not required. Some poisons require registered operators to place and maintain, however a range of effective poisons such as brodifacoum (PestOff) can be used safely by most land owners and no registration is required. Bait stations are usually weather proof and also if carefully placed inaccessible to birds, etc with the Philproof possum bait station most widely used around NZ. For long term control bait stations should be established at about 100m intervals along lines 100m apart and the location of the bait stations flagged (e.g. with coloured plastic tape), and baiting should preferably take place at least 4 times per year to ensure pest numbers are held to low levels. This is the method most commonly used by smaller landowners. In this case 6-7 bait stations should be established at recorded sites around the blocks and baited as prescribed.

Compliance report – Shatford.

Prescription for pest animal control

Possums: shall be controlled through an ongoing poisoning programme, with bait station lines set up along lines 100 meters apart with Philproof (or similar) bait stations. They should be flagged with tape to make them easy to find and their location recorded on an aerial photo or map. Poisoning is to be undertaken four times a year using a toxin designed for possums. PestCif possum bait (brodifacoum) is very suitable.

SCHEDULE OF PALATABLE NATIVE PLANTS

Plant	Goat Preference	Possum Preference	Deer Preference
(a) Ferns			
Hen and Chicken fern	H	M	L
Shining spleenwort	H	L	-
Kiekie	H	L	L
Kiokio	M	-	-
Wheki	M	L	-
Ponga	L	-	-
(b) Grasses and herbs			
Hook grass	M	-	L
Ranunculus sp	M	-	-
Stinging nettle	L	-	-
Clematis sp	M	L	-
Supple jack	H	H	M
Parsonia sp	L	H	-
(c) woody plants and trees			
Rewarewa	L	L	L
Coprosma sp.	H	L	H
Mahoe	H	M	M
Broadleaf	H	L	H
Olearia sp	H	-	M
Lancewood	H	L	M
Wineberry	H	H	M
Mapau	M	L	L
Tawa	L	M	L
Rata	L	H	L
Totara	L	M	-
Taraire	L	M	-
Kauri	-	L	-

H = high palatability, M = medium palatability, L = low palatability, - = not usually taken.

Recording

It is useful to keep a diary of weed and pest control activity, inspections and records of animal kills, etc as this is quite a long term activity and changes can be gradual at first. Photographs from 2-3 fixed points are also useful. However once freed of pest competition native plants develop relatively quickly and within a few years changes can be very apparent.

Compliance report - Shatford.

4. Supplementary Planting Plan

Where openings in the protected area exist, either as a consequence of weed control or failure of earlier plantings they should be replanted to avoid weeds, etc establishing instead. When choosing species to plant some factors to look for include:-

- Resistance to wind and bright light while establishing.
- Reasonable rapid growth to quickly cover the site.
- Good shelter for taller cover to establish under and grow through.

The planting programme should involve:-

1. Clearance of existing vegetation, especially grass and other annual weeds which can be a significant competitor for the first year or so – a combination of mechanical removal and herbicide will ensure a clean site for planting (note however that some native species appropriate to these areas do exist and should be permitted to remain where they occur).
2. Planting of cover species – in this case edge planting with species such as flax, manuka and kanuka in the most exposed areas will give good shelter to other plants, however none of these will tolerate much shade. Elsewhere species such as karamu, black matipo, koromiko and lemon wood provide good shelter and should be used. Planting at a maximum of 1.4m X 1.4m spacing, with reasonably tall but robust seedlings is recommended. Plants used should generally be of "local" origin where available (i.e. "eco-sourced") as they may be better adapted to local environments - although there is a growing body of evidence especially with species that are wind, water or bird dispersed that genetic variation between regions and ecotypes is no greater than that found naturally within the species.
3. Seedlings planted in this way will need to be weeded at least twice times during the first 12 months, until they are established and have outgrown any potential future grass/weed problem.
4. Once good cover is established seed of native tree species carried into these sites by birds will appear and complete the restoration programme.

Table 1 - NURSERIES ABLE TO SUPPLY MATERIAL FOR REVEGETATION IN FORMER FRANKLIN DISTRICT AND ADJACENT AREAS

NAME	ADDRESS	TELEPHONE
Mandeville Gardens	16 Main Road, Pukekawa	09 232 6889
Chris Parsons	89 Oram Road, R D 2, Mercer	09 232 6889
Kauri Park Nursery (Also provide planting services)	SH1 Kaiwaka	09 431 2125 (kauri.park.co.nz)
Tui Glen Nurseries Bryce & Janice Liddle	188 Jutland Road, Pukekohe	09 238 1219

Compliance report – Shattford.

Taupo Native Plant Nursery*	P O Box 437, Taupo (also Glenbrook)	07 378 5450
Naturally Native NZ Plants Ltd	352 Hillview Road, Ramarama	09 236 0475
*Can also supply small plants for growing on or planting on sites with high level of maintenance.		

- Seedling density and size recommended is set out in Table 2 below;-

Table 2- Schedule of planting mix and seedling size

Species to Plant	Common Name	%	Plant size	Comments
<i>Leptospermum scoparium</i>	mamuka	20-25	Root trainer containers	All sites, but wet tolerant and very suitable for wetland margins.
<i>Kunzea ericoides</i>	kanuka	20-30	Root trainer containers	All sites
<i>Phormium tenax</i>	Flax	5-10	Bare rooted - 30cm	On margins of wettest and windiest sites, throughout marshy sites, (good edge species in exposed situations)
<i>Cordyline australis</i>	Cabbage tree	4-5	PB2	Margins of wettest sites scattered in marshy areas.
<i>Coprosma robusta</i>	Karamu	10-15	PB2	All open sites, good fruiting
<i>Pittosporum eugenioides</i>	Lemonwood	10-15	PB2	All open sites
<i>P tenuifolia</i>	Matipo	0-5	PB2	More sheltered sites
<i>Hebe stricta</i>	Koromiko	10-15	PB2	All open sites
<i>Houheria populnea</i>	Lacebark	5-10	PB2	All open sites
<i>Pseudopanax arborea</i>	5 finger	0-5	PB2	All open sites
<i>Meliccytus ramiflorus</i>	Mahoe	5-10	PB2	All open sites
<i>Carex secta</i>		5-10	PB2	In and around areas of standing water, good for replacing grass in wetlands once the former is sprayed out.
<i>Juncus pallidus</i>	Wiwi	3-4	PB2	In and around areas of water logged soils and edges of standing water.
<i>Typha orientalis</i>	Raupo	3-4	PB2	In edges of ponds, etc.

- The best time for planting is either early spring (September or early October if the ground is still damp) or autumn (May - June once the ground has been dampened enough to avoid any late dry spells). Plants establish best if the ground is somewhat moist and warm – frosty periods can be severe on plants that have not yet adjusted to being shifted out of the relatively protected nursery situation.

Peter Berg

17 January 2013.



View Instrument Details

Instrument No 9914917.1
Status Registered
Date & Time Lodged 27 January 2015 17:16
Lodged By Scott, Bryan James
Instrument Type Encumbrance



Affected Computer Registers	Land District
549469	North Auckland
549470	North Auckland
549471	North Auckland

Annexure Schedule: Contains 3 Pages.

Encumbrancer Certifications

I certify that I have the authority to act for the Encumbrancer 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 Bryan James Scott as Encumbrancer Representative on 27/01/2015 05:13 PM

Encumbrancee Certifications

I certify that I have the authority to act for the Encumbrancee 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 Bryan James Scott as Encumbrancee Representative on 27/01/2015 05:13 PM

*** End of Report ***

Encumbrance Instrument
(Section 101 Land Transfer Act 1952)

Land registration district

South Auckland

Affected instrument Identifier and type (if applicable)549469
549470
549471**All/part**

All

Area/Description of part or stratum**Encumbrancer**DAVID ANTHONY SHATFORD and HELEN MARGARET SHATFORD and **STURMON TRUSTEE SERVICES (NO. 2) LIMITED****Encumbrancee**

Waikato District Council

Estate or interest to be encumbered*Insert e.g. Fee simple; Leasehold in Lease No. etc.*

Fee Simple

Encumbrance Memorandum Number

N/A

Nature of security*State whether sum of money, annuity or rentcharge and amount*

Annual rentcharge – refer clause 2 of Annexure Schedule B

Operative clause

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above certificate(s) of title or computer register(s) with the above rentcharge, to be raised and paid in accordance with the terms set out in the Annexure Schedules **and** so as to incorporate in this encumbrance the terms and other provisions set out in the Annexure Schedules for the better securing to the Encumbrancee the payments secured by this encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Annexure Schedule A – Terms

- 1 Length of term: 999 years from the date of this Encumbrance Instrument.
- 2 Payment date(s): Refer to clause 2 of Annexure Schedule B.
- 3 Event(s) in which the rentcharge becomes payable: Upon any breach of the Secured Obligations by the Encumbrancer.
- 4 Event(s) in which the rentcharge ceases to be payable: Upon the Encumbrancee giving written notice to the Encumbrancer that the encumbrance is no longer required.

Annexure Schedule B – Covenants and conditions

1. **Definitions**
 - 1.1 In this Instrument:
 - "Encumbrancee" means Waikato District Council and any successor authority having jurisdiction over the Land.
 - "Encumbrancer" means David Anthony Shatford and Helen Margaret Shatford and its successors as registered proprietor of the Land.
 - "Land" means the land specified on the front page of this Encumbrance Instrument.
 - "Secured Obligations" means the obligations secured by this Encumbrance Instrument as set out in Annexure Schedule D.

2. Encumbrance

2.1 The Encumbrancer:

- (a) Encumbers the Land for the benefit of the Encumbrancee for the Term with the sum of \$100.00 per annum to be paid to the Encumbrancee by the first day of June in each year if demanded by that date; and
- (b) Covenants with and for the benefit of the Encumbrancee that the Encumbrancer will perform and observe the Secured Obligations.

2.2 The intention of this Encumbrance is to secure the ongoing performance by the Encumbrancer of the Secured Obligations and the Encumbrancer shall only be entitled to a release of this Encumbrance upon it being established to the Encumbrancee's reasonable satisfaction that the covenants set out in this Encumbrance have become obsolete.

3. Discharge or Redemption

3.1 Any payment of the rent charge by the Encumbrancer does not release the Encumbrancer from or constitute the satisfaction of, the Encumbrancer's obligations under this Encumbrance Instrument.

3.2 The Encumbrancer irrevocably covenants with the Encumbrancee for the Term that, until the Secured Obligations become obsolete:

- (a) The Encumbrancee will have no obligation to discharge this Encumbrance under section 97 of the Property Law Act 2007 or otherwise;
- (b) The Encumbrancer will not take any steps whatsoever, including, without limitation, pursuant to section 97 of the Property Law Act 2007 or section 115 of the Property Law Act 2007 to redeem or discharge this Encumbrance, or pursuant to section 317 of the Property Law Act 2007 to have this Encumbrance revoked, cancelled, surrendered, discharged, lapsed or otherwise removed from the title to the Land;
- (c) The Encumbrancer will not support any such steps being taken by a third party; and
- (d) The Encumbrancer surrenders and waives any right, entitlement or ability that the Encumbrancer may have to have this Encumbrance discharged, redeemed, revoked, cancelled, surrendered, discharged, lapsed or otherwise removed from the title to the Land.

3.3 To avoid any doubt:

- (a) If the Secured Obligations are of a restrictive nature, for example by requiring the Encumbrancer not to do something, the performance of those obligations will require the Encumbrancer to observe and comply with those restrictions; and
- (b) Where the Secured Obligations are of a continuing nature, they will be treated as not having been fully performed for as long as they are capable of still being performed, observed or complied with.

3.4 Despite subclauses 3.1 to 3.3, the Encumbrancer will be entitled to a discharge of this Encumbrance Instrument and the Encumbrancee will discharge this Encumbrance Instrument if the Encumbrancee is satisfied (in its sole discretion) that the obligations and covenants set out in this Encumbrance Instrument have become obsolete. If the obligations and covenants set out in this Encumbrance Instrument have become obsolete in respect of part of the Land only then the Encumbrancer will only be entitled to a partial discharge of this Encumbrance Instrument.

4. Indemnity

4.1 The Encumbrancer hereby indemnifies and agrees to keep indemnified the Encumbrancee for all proceedings, costs, claims, demands, damages and other expenses arising out of and in connection to any breach of the covenants and restrictions contained and implied in this Encumbrance Instrument which occurred while the Encumbrancer was the registered proprietor of that part of the Land in respect of which any such breach occurs (or is alleged to occur).

5. Costs

- 5.1 The Encumbrancer will pay all costs arising out of and in connection to this Encumbrance including without limitation the Encumbrancee's solicitors' reasonable costs of the preparation, registration and discharge of this Encumbrance and the Encumbrancee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of this Encumbrance.

6. General

- 6.1 The Encumbrancer agrees that the powers, rights and remedies conferred upon and given to the Encumbrancee by this Encumbrance Instrument are in addition to and not in substitution for all other powers, rights and remedies conferred upon it by the Local Government Act 2002 (and 1974 provisions still in force), the Resource Management Act 1991, or any other Act, or statutory regulation or bylaws or provisions of the relevant district plan, and the exercise of any power, right or remedy under this Encumbrance Instrument will not prejudice the Encumbrancee's authority to exercise any such powers, rights or remedies.

Annexure Schedule C – Modification of statutory provisions

1. Notwithstanding anything else in this Encumbrance Instrument, the Encumbrancer shall as regards to the Secured Obligations be personally liable only in respect of the breaches of those Secured Obligations which occur while the Encumbrancer is the registered proprietor of the Land in respect of which any such breach occurs (or is alleged to occur).
2. Subject to the provisions of this Encumbrance Instrument, the Encumbrancee will be entitled to all of the powers and remedies given to any party entitled to the benefit of any encumbrance under the Land Transfer Act 1952 and the Property Law Act 2007, excluding the powers of sale given to a mortgagee.
3. The Encumbrancee's consent is not required for the registration of any instrument which ranks in priority behind this Instrument.

Annexure Schedule D – Secured Obligations

1. The Encumbrancer shall not sell the Land or grant any form of occupancy right in respect to the Land without first advising the proposed purchaser and occupier that:
- (a) No underground hardwire telecommunications reticulation is available to the boundary of the Land.
 - (b) Provision for a wireless telecommunication connection is available (details of both hardwire and alternative options are available within the subdivision consent application file FSUBS06217 held at Waikato District Council's Offices). The investigation has not taken into account site specific restraints such as type of device used, vegetation, house design, topography or other possible site constraints. The provision of some services may not be supported (i.e. fax, medical alarms and burglar alarms) and may be affected during power failure.

View Instrument Details



Instrument No 10691561.4
Status Registered
Date & Time Lodged 06 March 2017 09:02
Lodged By Inder, Craig Wyles
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
660162	North Auckland
660163	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Craig Wyles Inder as Territorial Authority Representative on 06/03/2017 09:01 AM

*** End of Report ***

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



www.waikatodistrict.govt.nz

The Registrar General of Land
North Auckland Land Registry

IN THE MATTER

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

and

IN THE MATTER

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

I, GAVIN JOHN ION, Chief Executive of the WAIKATO DISTRICT COUNCIL, hereby certify that the Waikato District Council has granted its consent to the subdivision shown on Deposited Plan 476886, (and being the land described in the First Schedule), subject to certain conditions, including the requirement that the Owner (as defined in the Act) comply on a continuing basis with the conditions set out in the Second Schedule and that this Notice be registered against the Computer Freehold Registers for Lots 2 and 4 on Deposited Plan 476886.

First Schedule

An estate in fee simple in all that parcel of land containing 68.5373 hectares more or less being Allotment 61 and Allotment 64 Parish of Maungatawhiri and Lot 1 Deposited Plan 173053 and being all the land comprised in Computer Freehold Register NA105B/43 (Limited as to Parcels).

Second Schedule

In respect of Lot 4

- I. The Owners of Lot 4 shall, at the time of application for building consent, ensure to the satisfaction of Council, that:
 - (a) A specific foundation design is undertaken by a suitably qualified competent Engineer in accordance with the restrictions and recommendations identified in the report titled "Geotechnical and Effluent Disposal Investigation Report Lot 4" prepared by Ground Consulting Limited dated 5 August 2013, reference number R1229-1, unless an alternative report for proposed foundation works, undertaken by a suitably qualified and competent Geo-professional, is approved in writing by the Council; and
 - (b) A specific on-site waste water design is carried out by a suitably qualified and experienced professional, in accordance with AS/NZS 1547:2012 (or subsequent update), the Waikato Regional Plan and the restrictions and recommendations identified in the report titled "Geotechnical and Effluent Disposal Investigation Report Lot 4" prepared by Ground Consulting Limited dated 5 August 2013, reference number R1229-1; and



www.waikatodistrict.govt.nz

- (c) A specific stormwater management design for all primary and secondary flows for all development on the Lot, considering all storm events, up to and including a 1% AEP storm event, adjusted for a plus 3 degree celsius increase in climate temperature (i.e. a 24% increase in precipitation) is prepared by a suitably qualified and competent Engineer, which complies with the rules of the Waikato District Plan – Franklin Section, the Franklin District Council Code of Practice for Subdivision and Development Edition 5 October 2010, and the restrictions and recommendations identified in the report titled "*Geotechnical and Effluent Disposal Investigation Report Lot 4*" prepared by Ground Consulting Limited dated 5 August 2013, reference number R1229-1. The design shall demonstrate hydrological neutrality at the property boundaries.

A copy of the Report prepared by Ground Consulting Limited can be obtained from the Waikato District Council.

2. The wastewater and stormwater systems designs approved under condition 1(b) and (c) of this Consent Notice, shall be installed prior to occupation of the building.


In respect of Lots 2 and 4

3. The Owners of Lots 2 and 4 shall be advised that the entitlements for Environmental Lots pursuant to Rule 22B.11.2 of the Operative Waikato District Plan (Franklin Section) have been utilised in full, by the creation of two rural lots under subdivision consent SUB0072/14.

General Condition

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

DATED at Ngaruawahia this 8th day of July 2014


GAVIN JOHN ION
Chief Executive

SUB0072/14

View Instrument Details



Instrument No 10691561.5
Status Registered
Date & Time Lodged 06 March 2017 09:02
Lodged By Inder, Craig Wyles
Instrument Type Covenant (All types except Land covenants)



Affected Computer Registers	Land District
660162	North Auckland
660163	North Auckland

Annexure Schedule: Contains 11 Pages.

Signature

Signed by Craig Wyles Inder as Grantor/Grantee Representative on 27/04/2017 03:59 PM

*** End of Report ***

CONSERVATION COVENANT

(PURSUANT TO SECTION 77 OF THE RESERVES ACT 1977)

DATED the 8th day of February 2017

BETWEEN: CHRISTINE MICHELLE SMITH and OWEN JAMES SMITH as executors, of the Estate of SHIRLEY RAEWYN SMITH (called "the Covenantor")

AND: WAIKATO DISTRICT COUNCIL a local authority under the Local Government Act 2002 (called "the Council").

BACKGROUND:

- A** THE Covenantor is registered as proprietor of an estate in fee simple in all that parcel of land containing First 17.8560 hectares more or less being Lot 2 on Deposited Plan 476886 comprised in Computer Freehold Register 660162 And Secondly 62.0280 hectares more or less being Lot 4 on Deposited Plan 476886 comprised in Computer Freehold Register 660163, being a subdivision of Allotment 61 and Allotment 64 Parish of Maungatawhiri and Lot 1 Deposited Plan 173053 comprised in Computer Freehold Register NAI05B/43.
- B** THE Council is authorised by the Reserves Act 1977 (referred to as "the Act") to obtain conservation covenants in respect of any private land for the purpose of managing the said land so as to preserve the natural environment or landscape amenity or wildlife or fresh water marine life habitat or historical value.
- C** THE Covenantor has agreed to grant to the Council a conservation covenant for the purpose and intent of protecting and preserving a certain area of native bush and wetland situated on Lots 2 and 4 Deposited Plan 476886 (called "the Land").
- D** THE area of native bush and wetland in respect of which this covenant applies is an area of First 2.8491 hectares more or less shown as area "X" on part Lot 2 Deposited Plan 476886 And Secondly 7.2549 hectares more or less shown as area "Y" on part of Lot 4 Deposited Plan 476886 (called "the conservation area").

THE PARTIES AGREE:

- 1** THE Covenantor hereby grants to the Council a conservation covenant which shall forever bind the land into whomsoever's hands the same may come (but not so as to render the Covenantor personally liable in damages for any breach of covenant committed in respect of the land after the Covenantor shall no longer be the registered proprietor of the land).
- 2** THE parties covenant at all times to observe and perform their respective duties and obligations imposed in the restrictions, stipulations and agreements contained herein.

THE COVENANTOR COVENANTS:

- 1** THE Covenantor shall preserve and protect the said conservation area. No act or thing shall be done or placed or permitted to be done or remain upon the land in the conservation area which in the opinion of the Council materially alters the actual appearance or condition of the land or is prejudicial to the land as a conservation area.

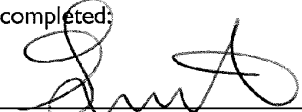
- 2 **NO** buildings or structures shall be constructed, erected or located within the conservation area.
- 3 **NO** native trees shall be modified, felled, removed or replaced by other species or by a different mixture of species in the conservation area except with the previous written consent of the Council and such consent shall not be unreasonably withheld if the Council is satisfied that the work is in accordance with the purpose and intent of the covenant specified in Clause C in the Background, hereto, **PROVIDED THAT** the following may be undertaken without the Council's consent:
 - (a) **THE** removal of dead or diseased trees.
 - (b) **TREE** work carried out in accordance with sound arboricultural practice and which is necessary for the health and stability of the tree or the conservation area generally.
 - (c) **ENRICHMENT** planting using local native flora.
- 4 **THE** Covenantor shall not light or permit to be lit any fire within the conservation area or on any adjacent land owned or occupied by the Covenantor or under the Covenantor's control when there may be a risk of fire spreading into the protected area.
- 5 **THE** Covenantor shall keep the conservation area free of stock by means of a stock-proof fence and maintain the fence in good and substantial repair to the satisfaction of Council. The standard of the fencing shall be a 7-wire fence with posts not more than five metres apart and with a minimum of five battens between each post and otherwise is to be as defined in paragraph 7 of the second schedule to the Fencing Act 1978.
- 6 **THE** Covenantor shall undertake plant pest control measures to ensure such plant pests do not prevent or significantly impair the growth of native seedlings, and shall seek to ensure that plant pest control measures do not adversely affect native species. The Covenantor shall furthermore implement and maintain on an ongoing basis the weed monitoring and control programme set out in Appendix I titled "Ecological Area Management Plan, Smith, 324 Bluff Road, Pokeno – October 2016" of the attached Report prepared by prepared by BFL" ("the Ecological Area Management Plan")
- 7 **THE** Covenantor shall undertake animal pest control measures in accordance with Waikato Regional Council's operative regional pest management strategy. The Covenantor shall furthermore implement and maintain on an ongoing basis the animal and pest control programme in the attached Ecological Area Management Plan.
- 8 **THE** Covenantor shall not undertake any works on the land which would alter the natural water levels in the conservation area, including seasonal variations in water levels.
- 9 **THE** provisions of Section 77 and Sections 93 to 105 of the Reserves Act 1977 shall apply to this covenant.
- 10 **THE** Council, through its officers or agents, shall be permitted to enter at any reasonable time the conservation area, and any adjacent or nearby land in which the Covenantor has any interest, to determine whether the covenant is complied with.
- 11 **IF** at any time prior to registration hereof by the District Land Registrar, the Covenantor desires to sell or otherwise dispose of all or any part of the land such sale

or disposition shall be made expressly subject to the restrictions, stipulations and agreements contained in this Conservation Covenant.

- 12 **THE** Council or Covenantor may at any time during the term of this covenant, by mutual agreement, carry out any works, improvements, or take any action either jointly or individually or vary the terms of this covenant to ensure the more appropriate preservation of the conservation area **PROVIDED HOWEVER** such agreement is not contrary to the purpose and intent of this covenant specified in Clause C in the Background hereto.
- 13 **THE** costs of the preparation, execution, registration and enforcement of this Covenant shall be borne by the Covenantor.

IN WITNESS OF WHICH this document has been completed:

SIGNED by **CHRISTINE MICHELLE SMITH** in the presence of:



Christine Michelle Smith

Witness Signature


Craig Wyles Inder

Witness Name Solicitor
Pukekohe

Address

Occupation

SIGNED by **OWEN JAMES SMITH** in the presence of:



Owen James Smith

Witness Signature

Janine Lillian Broth
Witness Name

227 Waipapa Rd, Kerikeri
Address

Company Director
Occupation

SIGNED for the **WAIKATO**)
DISTRICT COUNCIL by Gavin John Ion)
in the presence of:

G. J. B.
Gavin John Ion, Chief Executive

TKing
Witness Signature

Tracey King
Witness Name

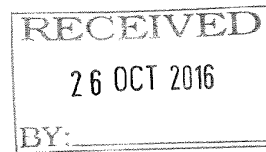
Hamilton
Address

Executive Assistant
Occupation

SUB0072/14

7027

BFL



David Lawrie
Madsen Lawrie Consultants Ltd
PO Box 177
Pukekohe 2340..

October 15th 2016.

Dear David

Re; Certificate of compliance, 324 Bluff Road, Pokeno. Waikato District Council Consent SUB 0072/14.

Thanks for the copy of Council's Consent dated 30 April 2014, for the Smith environmental covenant. I inspected the property and specifically the protected area on Friday the 14th October 2016.



The Smith protected area includes mature kahikatea swamp forest and mixed podocarps on hillsides. Gorse on some edges has been cleared to permit fencing but is also scheduled for further control where not harbouring native species.

The Consent includes certain completion conditions including;-

1. Completion of fences as prescribed by Council.
2. Preparation of an ecological management plan which is to include;-
 - a. Prescriptions for animal pest monitoring and control

BFL,
383 Riddell Road, Glendowie,
Auckland.
Phone 021421291 or
A/H 09 575 4056
E-mail thebergs@ihug.co.nz

✓ 5

b. Prescriptions for weed monitoring and control.

Each of these matters is addressed in more detail below;-

Fences

Council require all ecological covenant areas to be protected by a fence of boundary fence quality as defined by the second Schedule of the Fencing Act. Council further define this as meaning a 7 wire post and battened fence with 5 battens per 5m post span. In the case of the Smith property this standard has been met and exceeded with new fences as illustrated below, it has been noted that difficult topography and wetlands make erection of robust fences a matter for careful consideration and in all cases extra care has been taken ensure the best possible result is achieved. As well the Smith property is used for grazing cows and calves so careful placement of the bottom wires is important. All areas to be protected are accordingly ring fenced with fences meeting Council's requirement.



Difficult ground conditions have challenged fencing in places but fences meet or exceed Council's requirements.

Weed and Animal Pest Monitoring and Control Plan.

The Ecological Management Plan attached to this report as Appendix 1 covers the particular weed and animal pest control prescriptions for these protected areas.

Implementation

1. Weed monitoring and control – activity is being undertaken on a regular basis as prescribed in the Ecological Management Plan. The principal weed pests are gorse on some of the drier margins and woolly nightshade both of which were once abundant on the site. Much of the

woody weed presence has been successfully removed from the site prior to fencing, however with seed present in the soil it has been necessary to follow up and pull/cut new seedlings and generally remove these from the site. Some further small seedlings have reappeared with the spring but are also being controlled on a regular basis and there is no evidence that weeds are either becoming an issue or otherwise suppressing native regrowth.



Areas of gorse, etc along the edges of stands have been removed prior to raising fences, although ongoing monitoring and control will need to continue as prescribed.

2. Pest animal monitoring and control – While there is no evidence of presence of pest animals monitoring has continued and control has been undertaken as prescribed, mostly night shooting on a regular basis. It also appears that Waikato Council undertake their own control operations as numbered and flagged bait stations have been identified nearby and also probably contribute to lower possum numbers.

Certificate – I am accordingly able to certify that the fencing and fence upgrades required have been completed as prescribed by Council and that the various matters required by the ecological management plan have been implemented as required and are continuing.

Please advise if there are any matters relating to this report or related issues that need further clarification

Your faithfully

Peter Berg

Ecological Manager.

Cc Neil Smith, 324 Bluff Road, Pokeno.

APPENDIX 1

ECOLOGICAL AREA MANAGEMENT

PLAN, Smith, 324 Bluff Road, Pokeno –

October 2016.

1. Fencing Plan

The District Plan prescribes a stock proof fence for environmental lots. This is often taken to mean in accordance with Clause 7 of the Second Schedule of the Fencing Act 1978, which does provide for various forms of fence construction including a 10-wire high-tensile post and wire fence. In either case posts should be at 5m spacing, and with 5 battens per opening if battened – i.e. a fence of boundary fence quality. Because the sites to be protected include areas subject to flooding or very damp much of the year around some areas may require alternative construction to prevent livestock access including post and rail construction across wet areas, use of driven iron standards where setting of posts is not practical because of geology, topographic limitations, etc. At least some of these situations apply in this case.

Where protected areas include trees storm events can lead to branch breakage and tree toppling, causing damage or breakage to fences. In these situations, especially where stock are being grazed in areas adjoining the protected area, fences should be walked and if necessary repaired as soon as practical after such events and certainly before stock are able to gain entry. Where sites are not immediately at risk of livestock access fences should still be checked as soon as practical after any such event and damage repaired, and certainly before livestock are brought back into the area.

Fences are also subject to wear and tear over time and should in every case be walked/inspected annually (every 3 months for electric fences) and any maintenance required undertaken.

Fencing prescriptions

- *Where-ever new/ replacement boundary fencing is required fences should be constructed to the standard set out in the Second Schedule of the Fencing Act 1978 except where other difficulties dictate.*
- *The perimeter of all fences should be walked annually and all areas requiring maintenance noted and upgraded within a further period of 3 months.*
- *After any storm events boundaries should be checked as soon as possible, and any damage noted and repaired. Livestock should be removed from adjoining sites until repairs have been made.*

2. Weed Monitoring and Eradication Programme

Council generally require a programme of weed control and monitoring for ecological areas, including:-

- a. *Objectives and methods for ongoing control of all relevant weed species, and*
- b. *Details of frequency of monitoring and any control subsequently required.”*

Presently weeds issues are limited to quite widespread gorse on some drier hill slopes and scattered woolly nightshade – there has been regular weed control on this property for many years, while within the core forest area low light levels and very wet underfoot conditions prevent most weed species from germinating. However in any openings and at any time woody and annual weeds can reappear. Walking the area to be protected at least 3 monthly should ensure any pest plants that might appear are identified and are able to be removed....woody weeds are easy to pull by hand when small but once established are more difficult. Generally it is easiest to cut larger plants but as most species re-sprout cut stumps should be immediately treated by painting on herbicide such as glyphosate or Tordon Brushkiller. Vigilant is a gel formulation specially prepared for this sort of application, with enhanced stick-ability but must be applied while the stump is still freshly cut. Both gorse and woolly nightshade were recorded in nearby areas.

Table 1 – Weed plants to be removed.

<u>Botanical Name</u>	<u>Common name</u>	<u>Abundance</u>
Solanum mauritianum	Woolly nightshade	Scattered plants noted in locality.
Ulex europaeus	Gorse	Quite widespread patches on open drier slopes, but generally not present under native canopy. Clearing of fence lines has removed a large part of the problem and control is ongoing.

Table 2 – Weed treatments. Methods listed here should relate to the abundance of the weed plants on this site.

<u>Weed plant</u>	<u>Control method</u>	<u>Herbicides to be used</u>	<u>Comments</u>
Woody plants such as woolly nightshade	Cut and paint stump of larger plants, hand pull seedlings while ground is damp.	Vigilant gel, or Tordon Brushkiller	Cut stumps must be treated ASAP after cutting, and all stumps rechecked for sprouts at least once.
Gorse	1. Spray 2. Cut and paint stumps	1. Spray with Tordon Brushkiller or glyphosate at recommend'd label rates, penetrant recommend'd. 2. Vigilant gel	Cut stumps must be treated ASAP after cutting, and all stumps rechecked for sprouting periodically.

Weed Monitoring and Control Prescription

- Protected areas should be inspected at least four times per year and presence of weed species noted, including in particular seedlings of woody species such as woolly nightshade which is associated with nearby areas. Edge areas should be given particular attention in this regard.
- Small seedlings are easily pulled by hand, and should be stacked to ensure they dry out, preferably off-site.
- Larger seedlings are best cut and the stumps immediately painted with a suitable herbicide to prevent resprouting – e.g. Vigilant Gel.
- Herbaceous weeds such as blackberry can be controlled by spraying in the first instance – Tordon brushkiller at label rates is ideal for broad leaf species and Roundup for grasses including pampas. Once initial knock-down has been achieved smaller patches of regrowth can be eliminated by hand cutting or pulling, or grubbing out the roots with a light hoe or grubber.
- Monitoring and control operations shall otherwise conform to Council's weed management strategy, and aim to control any environmental weed species mentioned in the RPMS.

3. Pest Animal Monitoring and Control Programme

A number of introduced animals have become pests in bush settings in New Zealand, although the size of the natural areas and their location relative to other areas of native forest will have some bearing on the pest species likely to be present. The principal animal pest of native plants in most bush settings is the Australian possum which is a relatively broad-spectrum browser of native plants. During the inspection of the property no evidence of plant damage, animal tracking, etc was noted; however possums are almost certainly present and it is prudent to maintain low level control activity than have to deal with a significant outbreak in numbers. A number of techniques developed by organisations such as the Department of Conservation provide information about animal population numbers, although in many cases the size and nature of the area being monitored may require

those approaches to be modified to suit local conditions. For smaller areas maintaining a close watch and taking action whenever any significant sign of pest animals is noted is prudent.

Things to watch for include:-

- Evidence of the presence of pest animals – sighting, tracking, faecal pellets, results from trapping and hunting and so on.
- Damage resulting from the presence of pest animals – browsing of preferred species, bark damage and scratching, etc. Different pest animals have different browsing preferences so it is possible to get some measure of the species causing damage from an assessment of the species browsed.

Possums are herbivorous browsers and will often chew the bark and leading shoots of trees and shrubs causing at best malformation and at worst killing the plant. Monitoring usually involves checks for sign of damage, tracking (the animals often use the same “run” to visit feeding sites so tracks soon become quite evident), droppings, or sighting the animals themselves (usually visible at night using a torch or headlights).

Control of animal pests should be routinely undertaken when monitoring identifies sign of their presence. Opening up of the understory, loss of species from some locations, lack of adequate natural regeneration of canopy species are all situations that need to be avoided. In this case and taking into account the area of protected forest involved the recommended control actions are:-

Possums are usually controlled by one of three methods:-

- Shooting – night shooting using a spotlight to locate the animals is common practice, however care must be taken to ensure line of fire is safe (with shotguns a safe distance is generally about 250m).
- Trapping – live capture in baited traps is an option but involves disposal action and traps are also quite costly and must be checked daily. Using professional trappers is often a good alternative.
- Poisoning – bait stations with suitable poisons in cereal or scented baits are widely used where recovery of the carcass is not required. Some poisons require registered operators to place and maintain, however a range of effective poisons such as brodifacoum (PestOff) can be used safely by most land owners and no registration is required. Bait stations are usually weather proof and also if carefully placed inaccessible to birds, etc with the Philproof possum bait station most widely used around NZ. For long term control bait stations should be established at about 100m intervals along lines 100m apart and the location of the bait stations flagged (e.g. with coloured plastic tape), and baiting should preferably take place at least 4 times per year to ensure pest numbers are held to low levels. This is the method most commonly used by smaller landowners. In this case 2 -3 bait stations per block should be established at recorded sites and baited as prescribed.

Prescription for pest animal control

Possums: shall be controlled through an ongoing poisoning programme, with bait station lines set up along lines 100 meters apart with Philproof (or similar) bait stations. They should be flagged with tape to make them easy to find and their location recorded on an aerial photo or map. Poisoning is to be undertaken four times a year using a toxin designed for possums. PestOff possum bait (brodifacoum) is very suitable. All possum monitoring and control work should be referenced to and aligned with the work of the Awhitu Landcare group.

4. Recording

During monitoring and control operations it is useful to complete a brief record sheet/diary detailing the progress; both to guide further maintenance and note details of any operational activity. In this case a short entry along the following lines is suggested:-

Date	Area, e.g. bush, ecological corridor, etc.	Issue such as dead seedlings, browsing.	Cause e.g. possums, drought, weeds	Maintenance activity – work done	Other remedial action, e.g. planting– species	Estimate of ground cover achieved to date	Comments

					and numbers		
<i>Examples</i> 1 March 2014	<i>Scattered</i>	15	<i>Weed suppression</i>	<i>Tall grass sprayed with Roundup 3/3/12</i>	10 tea-tree	50%	
6 June 2014	<i>Area D</i>			<i>Possum bait stations re-baited</i>			3 dead possums identified

A photographic record commenced prior to planting and repeated at each inspection is a good way to demonstrate progress.

5 Timing

As discussed planting activity, releasing of seedlings from weeds and monitoring for pests needs to be regular and timely to ensure the progress on the planted site is not impeded in this way. The calendar illustrated below is a good guide to timing of operations and should be followed and the details recorded as set out in the Section immediately above.

Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2016									AP			
2017	WAP			WAP			WAP				WAP	
2018	WAP			WAP			WAP				WAP	
2019	WAP			WAP			WAP				WAP	
2020	WAP			WAP			WAP				WAP	

W = Weed monitoring and control as necessary.
 AP = animal pest control monitoring and control operations.



View Instrument Details

Instrument No 11219476.2
Status Registered
Date & Time Lodged 10 September 2018 12:54
Lodged By Hawkins, Kim-Shiree
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
811241	North Auckland
811242	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Kim-Shiree Hawkins as Territorial Authority Representative on 10/09/2018 12:54 PM

*** End of Report ***

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



www.waikatodistrict.govt.nz ■

The Registrar General of Land
North Auckland Land Registry

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

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

I, GAVIN JOHN ION Chief Executive of the WAIKATO DISTRICT COUNCIL, hereby certify that the Waikato District Council has granted its consent to the subdivision shown on Deposited Plan 518134, (and being the land described in the First Schedule), subject to certain conditions, including the requirement that the Owner (as defined in the Act) comply on a continuing basis with the conditions set out in the Second Schedule and that this Notice be registered against the Computer Freehold Registers for Lots 1 and 2 on Deposited Plan 518134.

First Schedule

An estate in fee simple in all that parcel of land containing 25.7951 hectares more or less being Part Allotment 102 Parish of Tuakau and being all of the land comprised and described in Computer Freehold Register SA58D/407.

Second Schedule

In respect of Lot 1

1. The Owners of Lot 1, shall at the time of application for building consent, ensure to the satisfaction of the Council that the restrictions and recommendations for foundation design and stormwater management and onsite wastewater disposal designs identified in the Geotechnical Assessment prepared by Ground Consulting Limited dated 8 February 2017, reference number R2946-1A ("the Geotechnical Assessment") are complied with, unless an alternative report, undertaken by a suitably qualified and experienced Engineer (Geo Professional), is approved in writing by the Council. A copy of the Geotechnical Assessment can be obtained from the Waikato District Council.

In respect of Lots 1 and 2

2. The Owners of Lots 1 and 2 shall be advised that the entitlements for Transferable Rural Lot Rights under the Operative Waikato District Plan (Franklin Section) have been utilised in part, by the creation of one rural lot under consent number SUB0245/17.

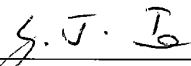


www.waikatodistrict.govt.nz ■

General Condition

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

DATED at Ngaruawahia this 8th day of December 2017



GAVIN JOHN ION
Chief Executive
SUB0245/17

[Cons 1 - 221]

View Instrument Details



Instrument No 11500660.4
Status Registered
Date & Time Lodged 22 July 2019 11:36
Lodged By Hawkins, Kim-Shiree
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
659110	North Auckland

Annexure Schedule Contains 1 Pages.

Signature

Signed by Kim-Shiree Hawkins as Territorial Authority Representative on 22/07/2019 11:35 AM

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

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



0800 492 452 • www.waikatodistrict.govt.nz

The Registrar General of Land
North Auckland Land Registry

IN THE MATTER

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

and

IN THE MATTER

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

I, GAVIN JOHN ION Chief Executive of the WAIKATO DISTRICT COUNCIL, hereby certify that the Waikato District Council has granted its consent to the subdivision shown on Deposited Plan 476640, (and being the land described in the First Schedule), subject to certain conditions, including the requirement that the Owner (as defined in the Act) comply on a continuing basis with the conditions set out in the Second Schedule and that this Notice be registered against the Record of Title for Lot 3 on Deposited Plan 476640.

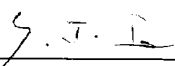
First Schedule

An estate in fee simple in all those parcels of land containing First 20.3302 hectares more or less being Lot 4 on Deposited Plan 176205 comprised in Record of Title NA108B/890 And Secondly 7748 square metres more or less being Lot 5 on Deposited Plan 176205 comprised in Record of Title NA108B/891 And Thirdly 1.9104 hectares more or less being Lot 6 on Deposited Plan 176205 comprised in Record of Title NA108B/892.

Second Schedule

1. The Owners of Lot 3 shall be advised that Lot 3 has been used for agricultural purposes that have the potential to lead to site contamination. Prior to undertaking any development, a preliminary and/or detailed site investigation carried out by a suitably qualified and experienced practitioner in accordance with the Ministry for the Environment Contaminated Land Management Guidelines No.1 *Reporting on Contaminated Sites in New Zealand*, may be required to meet the requirements of the Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations 2011.
2. The Owners shall pay the Council's costs and disbursements in respect of the preparation, execution, registration and enforcement of this Notice and the Council's conditions set out in this Notice and any variation or cancellation of them.

DATED at Ngaruawahia this 12th day of December 2018



GAVIN JOHN ION
Chief Executive
SUB0060114

View Instrument Details



Instrument No 11500660.5
Status Registered
Date & Time Lodged 22 July 2019 11:36
Lodged By Hawkins, Kim-Shiree
Instrument Type Easement Instrument



Affected Records of Title	Land District
659108	North Auckland
659109	North Auckland
659110	North Auckland

Annexure Schedule Contains 1 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 D221975.3 has consented to this transaction and I hold that consent

Signature

Signed by Kim-Shiree Hawkins as Grantor Representative on 22/07/2019 11:35 AM

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 Kim-Shiree Hawkins as Grantee Representative on 22/07/2019 11:35 AM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6266

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE

Sections 109 Land Transfer Act 2017

**Grantor**Gisbert Jozef Willem Schreurs as to a 1/2 share and Gemma Maria Schreurs as to a 1/2 share**Grantee**Gisbert Jozef Willem Schreurs as to a 1/2 share and Gemma Maria Schreurs as to a 1/2 share**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 (Nature and extent) 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	Z on DP 476640		
Right to convey telecommunications	B, J and Y on DP 476640	Lot 3 DP 476640 Record of Title 659110	Lot 2 DP 476640 Record of Title 659109
Right to convey electricity	B and X on DP 476640		
Right to convey electricity and telecommunications	H on DP 476640	Lot 1 DP 476640 Record of Title 659108	Lot 3 DP 476640 Record of Title 659110

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

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 _____]~~



View Instrument Details

Instrument No 11500660.6
Status Registered
Date & Time Lodged 22 July 2019 11:36
Lodged By Hawkins, Kim-Shiree
Instrument Type Easement Instrument



Affected Records of Title	Land District
659110	North Auckland

Annexure Schedule Contains 2 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 D221975.3 has consented to this transaction and I hold that consent

Signature

Signed by Kim-Shiree Hawkins as Grantor Representative on 22/07/2019 11:35 AM

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 Kim-Shiree Hawkins as Grantee Representative on 22/07/2019 11:35 AM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6266

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE

Sections 109 Land Transfer Act 2017



Grantor

Gisbert Jozef Willem Schreurs as to a 1/2 share and Gemma Maria Schreurs as to a 1/2 share

Grantee

Counties Power 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 (Nature and extent) of easement, or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	C and Z on DP 476640	Lot 3 DP 476640 Record of Title 659110	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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby ~~varied~~ ~~(negative)~~ ~~added to~~ or ~~substituted~~ by:

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

[the provisions set out in Annexure Schedule _____]

Annexure Schedule

Insert type of instrument

Easement	Dated		Page	1	of	1	Pages
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Continue in additional Annexure Schedule, if required.

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

The following applies to all easements created by this instrument:

1 Gates

- 1.1 The grantor will provide to the grantee all keys and security codes required to have access through any gates located at any time on the easement area.
- 1.2 After having access through any gates located on the easement area, the grantee will leave those gates as found.

2 Maintenance of easement facility

- 2.1 Clause 11 of the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 is replaced with the following:

11 Repair, maintenance and costs

- (1) The grantor is solely responsible for maintaining the easement facility, and for the associated costs, so as to keep the easement facility in good order and repair and to prevent it from becoming a danger or nuisance.
- (2) Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the grantor or the grantee must be promptly carried out by that grantor or grantee at its sole cost.
- (3) However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the grantor or grantee:
- (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission
- (b) the balance of those costs is payable in accordance with subclause (1).
- (4) The parties responsible for maintenance under subclause (1), (2) or (3) (as the case may be) must meet any associated requirements of the relevant local authority.



View Instrument Details

Instrument No 12311214.3
Status Registered
Date & Time Lodged 22 December 2021 08:39
Lodged By Trout, Joanna Louise
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
549471	North Auckland

Annexure Schedule Contains 3 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by John Richard Coltman as Covenantor Representative on 21/12/2021 02:45 PM

Covenantee Certifications

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

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

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

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

Signature

Signed by Hadleigh Morton Yonge as Covenantee Representative on 20/12/2021 04:52 PM

*** End of Report ***

Covenant instrument to note land covenant**Section 116(1)(a) & (b), Land Transfer Act 2017****Land registration district**

North Auckland

Covenantor*Surname(s) must be underlined.*

Mt Beasley Holdings Limited

Covantee*Surname(s) must be underlined.*

Watercare Services Limited

Grant of covenant

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

Schedule A*Continue in additional Annexure Schedule if required.*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title <i>or</i> in gross)
Land Covenant	Lot 4 Deposited Plan 441406	549471	In gross

**Covenant rights and powers
(including terms, covenants and
conditions)***Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

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

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

The Annexure Schedule.

Annexure Schedule

Insert type of instrument

Land covenant Dated Page of Pages

Continue in additional Annexure Schedule, if required.

BACKGROUND

- A The Covenantor is the registered owner of the burdened land described in Schedule A, being Lot 4 Deposited Plan 441406 comprised within record of title 549471 (**Land**).
- B The Covenantee is:
- (a) a council-controlled organisation as defined by the Local Government Act 2002;
 - (b) an Auckland water organisation as defined by section 4 of the Local Government (Auckland Council) Act 2009; and
 - (c) responsible for the supply of potable water and for the collection, treatment and disposal of wastewater.
- C The Covenantee was the former owner of the Land and has transferred it to the Covenantor pursuant to an agreement for sale and purchase dated 14 December 2021 (**Agreement**) on the basis that:
- (a) the Covenantee is granted an easement interest in the Land (**Easement**) to, amongst other things, facilitate its proposed works to install a pipeline through the Land (**Works**); and
 - (b) the Land be used by the Covenantor only for planting vegetation and accessing the Covenantor's adjoining land.
- D The Covenantor has agreed with the Covenantee to accept for itself and its successors in title to the Land, and any part of the interest in the Covenantor's Land, to only deal with the Land in the manner described in the First Schedule, and for no other purpose, in accordance with the terms of this land covenant.

COVENANTS

The Covenantor, for itself and its successors in title to the Covenantor's Land (or any part of it), hereby covenants, acknowledges and agrees with the Covenantee that the Covenantor will henceforth, and at all times hereafter, observe and perform all the stipulations and restrictions contained in the First Schedule to the end and intent that each of the stipulations and restrictions shall, in the manner and to the extent prescribed, be for the benefit of the Covenantee.

FIRST SCHEDULE

- 1 Subject to any further restrictions imposed by the Agreement and the Easement (which may or may not be registered), the Covenantor shall only use the Land:
- (a) for the purpose of accessing the Covenantor's adjoining land (more particularly described as Lot 3 Deposited Plan 441406 contained within record of title 549470),

Annexure Schedule

Insert type of instrument

Land covenant

Dated

Page

2

of

2

Pages

Continue in additional Annexure Schedule, if required.

including installing or constructing any necessary accessways on the Land (subject to **clause 2**); and

(b) for the purpose of maintaining, planting and removing vegetation.

2 Notwithstanding the Covenantor’s rights of access pursuant to **clause 1(a)**, the Covenantor shall not be permitted to construct any new entranceway from the public road to the Land, it being the intention of the parties that the Covenantor will forever use the entranceway in place at the date of registration of this land covenant, as shown on the **attached** plan and more particularly described in building consent number 1751/16. To avoid doubt, this **clause 2** shall not restrict the Covenantor’s right to install or construct any necessary accessways on the Land under **clause 1(a)**, provided that such accessways use the entranceway in accordance with this **clause 2**.

3 To avoid doubt, the Covenantor and the Covenantee acknowledge that this land covenant shall apply to any land that, at the date of registration of this land covenant, forms part of the Land, including for the purposes of any subsequent boundary adjustment or amalgamation of title in relation to the Land.

4 The Covenantor hereby covenants that it shall, at all times hereafter, save harmless and keep indemnified the Covenantee from all proceedings, costs, claims and demands in respect of breaches by the Covenantor of the covenants and restrictions herein contained and implied on behalf of the Covenantor that occurred while the Covenantor was the registered owner of the Covenantor’s Land.

5 The Covenantor cannot terminate this land covenant, it being the intention of the parties that the rights and obligations will continue forever.

View Instrument Details



Instrument No 12311214.4
Status Registered
Date & Time Lodged 22 December 2021 08:39
Lodged By Trout, Joanna Louise
Instrument Type Compensation Certificate



Affected Records of Title	Land District
549471	North Auckland

Annexure Schedule Contains 1 Pages.

Signature

Signed by Hadleigh Morton Yonge as Crown or Local Authority Representative on 20/12/2021 02:29 PM

*** End of Report ***

To Registrar-General of Land
North Auckland Land Registration District

COMPENSATION CERTIFICATE UNDER SECTION 19 OF THE PUBLIC WORKS ACT 1981

Unique Identifiers	All/Part	Area/Description of part or stratum
549471	All	

This compensation certificate is forwarded to you under section 19(1) of the Public Works Act 1981 to be registered against the record of title to the land affected by it.

File reference	1 Hayward Road, Tuakau – Agreement
Date of agreement	14 December 2021
Inspection location	Watercare Services Limited 73 Remuera Road Newmarket Auckland 1050 Phone: (09) 442 2222
Hours for inspection	Between 09.00 and 13.00, and between 14:00 and 17:00, Monday to Friday (except public holidays)
Names/addresses of affected parties	Mt Beasley Holdings Limited C/- Biz Solutions Limited Level 1, 46 Stanley Street Auckland 1010
Brief particulars	Agreement between Watercare Services Limited and Mt Beasley Holdings Limited for, amongst other things: <ol style="list-style-type: none"> 1. Watercare Services Limited to access the above described land to undertake works to install a pipeline as part of the Waikato No 2 Watermain Project; and 2. Mt Beasley Holdings Limited to grant an easement in gross to Watercare Services Limited for the right to convey water.

Dated at Auckland this 17th day of December 2021



For and on behalf of Watercare Services Limited by its Chief Executive



View Instrument Details

Instrument No	13379762.1
Status	Registered
Lodged By	Stradwick, Benjamin
Date & Time Lodged	12 Aug 2025 15:23
Instrument Type	Compensation Certificate

Affected Records of Title	Land District
549470	North Auckland

Annexure Schedule	Contains 1 Pages
--------------------------	------------------

Signature

Signed by Hadleigh Morton Yonge as Crown or Local Authority Representative on 12/08/2025 01:53 PM

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

To Registrar-General of Land
North Auckland Land Registration District

COMPENSATION CERTIFICATE UNDER SECTION 19 OF THE PUBLIC WORKS ACT 1981

Unique Identifiers	All/Part	Area/Description of part or stratum
549470	All	

This compensation certificate is forwarded to you under section 19(1) of the Public Works Act 1981 to be registered against the record of title to the land affected by it.

Date of agreement	14 December 2021
Inspection location	Watercare Services Limited 73 Remuera Road Newmarket Auckland 1050 Phone: (09) 442 2222
Hours for inspection	Between 09.00 and 13.00, and between 14:00 and 17:00, Monday to Friday (except public holidays)
Names/addresses of affected parties	Mt Beasley Holdings Limited C/- Biz Solutions Limited Level 1, 46 Stanley Street Auckland 1010
Brief particulars	<p>Agreement dated 14 December 2021 between Watercare Services Limited (being a local authority for the purposes of the Public Works Act 1981 by virtue of section 60 of the Local Government (Auckland Council) Act 2009) and Mt Beasley Holdings Limited for, amongst other things:</p> <ol style="list-style-type: none"> 1. Watercare Services Limited to access the above-described land to undertake works to install a pipeline as part of the Waikato No 2 Watermain Project; and 2. Mt Beasley Holdings Limited to grant an easement in gross to Watercare Services Limited for the right to convey water.

Dated at Auckland this eighth day of August 2025



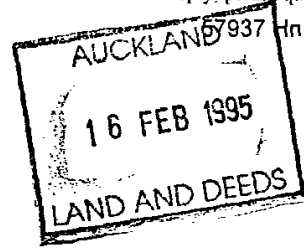
Jamie Sinclair
Chief Executive
Watercare Services Limited

C819451.1 MLC0
DEPARTMENT OF
JUSTICE
NEW ZEALAND

Maori Land Court

P.O. Box 620
Ground Floor
Medlab House
Cnr Anglesea and Knox Streets
Hamilton
Telephone: (7) 838 0970
Facsimile: (7) 838 0990

In reply, please quote



14 February 1995

District Land Registrar
Private Bag 92016
AUCKLAND

John

Tena koe

ALLOTMENT NE 68 MANGATAWHIRI PARISH BLOCK 1 MARAMARUA S D

Please find attached a certified copy of an Order pursuant to Section 18(1)(h)/93 with abstract for registration against CT 970/34.

I look forward to your reply.

Kia ora

D.F. Martin
for REGISTRAR

Encl

DMM.53

Tenau

Please register this Maori Land Court order.

Thanks

Alice Selinger

ORDER DETERMINING MAORI FREEHOLD LAND

Te Ture Whenua Maori Act 1993

Section 18(1)(h)

In the Maori Land Court
of New Zealand
Waikato-Maniapoto District

IN THE MATTER

of North Western Portion of Allotment
54 and the North Eastern Portion of
Allotment 68 of the Parish of
Maungatawhiri described in Certificate
of Title Volume 970 Folio 34

AT A SITTING of the Maori Land Court held at Hamilton on the 12th day of August 1994 before Glendyn Donald
Carter Esquire, Judge

UPON READING the application of **The Registrar** of the Maori Land Court, PO Box 620, HAMILTON and the
other material filed in support thereof:

AND FOLLOWING the actual course of the proceedings

NOW THEREFORE the Court, being satisfied upon all matters and things upon which it is required to be
satisfied **HEREBY DETERMINES** all the parcel of land known as **North Western Portion of Allotment 54 and
the North Eastern Portion of Allotment 68 of the Parish of Maungatawhiri** described in Certificate of Title
Volume 970 Folio 34 containing fifteen acres more or less is Maori Freehold Land pursuant to Section 18(1)(h) of
Te Ture Whenua Maori Act 1993

AS WITNESS the hand of the Judge and the Seal of the Court



Certified correct copy pursuant to Rule 67
of the Maori Land Court Rules 1994

OT1019

[Signature]
Registrar



9.01 08.MAR95 C819451

PARTICULARS ENTERED IN THE REGISTER'S
LAND REGISTER BY APPOINTMENT
ASST. CLERK

410/334
determining

— Court order lead to be
the within lead — 831745

at 9.31.95

Atk.

C946612.3
6 BON.
1997 the 75

IN THIS BOND given this 16th day of January following expressions shall have the following meanings:

THE OWNERS: ROSS ANTHONY BALEMI stockbuyer and LEIGH GLENNIS BALEMI Secretary/Nurse, both of Pokeno

THE COUNCIL: THE FRANKLIN DISTRICT COUNCIL duly constituted under the Local Government Act 1974

THE SUM: TWO THOUSAND DOLLARS (\$2,000) per tree or bush to the maximum sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000)

THE ESTATE: Fee simple

THE LAND: All that parcel of land containing 68.5373 hectares / more or less being parts Allotments 61, 62, 63 and 64 of the Parish of Maungatawhiri and being all the land comprised and described in residue Certificate of Title 573/294 (North Auckland Registry) **SUBJECT TO:**

[Handwritten signatures and initials]

KNOW ALL MEN BY THESE PRESENTS that the owners are held and firmly bound to the Council in the sum to be paid to the Council for which payment well and truly to be made the owners bind themselves firmly by these presents.

NOW THE CONDITION of the above bond is that if the owners shall duly and punctually observe and perform all and singular the covenants agreements and stipulations and provisions contained and implied in the schedule below then this bond shall become void but otherwise shall remain in full force and effect.

And the owners **HEREBY COVENANT** with the Council:

1. That in case of default being made in the performance and observance of the foregoing condition the sum shall be recoverable by the Council from the owners or when the owners are no longer the registered proprietors of the land then from the registered proprietors for the time being of the land as liquidated damages in any court of competent jurisdiction.
2. The owners shall pay the costs of the Council and its solicitors for the preparation and registration of these presents and for the preparation and registration of any

[Handwritten signatures and initials]

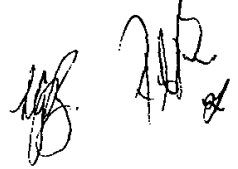
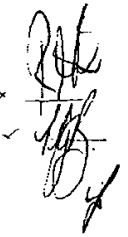
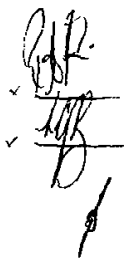
release hereof and any and all further costs incurred by the Council in exercising any of its rights powers or remedies hereunder.

3. In these presents where the context requires:
 - 3.1 The expression "the owners" and "the Council" shall include their respective executors, administrators, successors and assigns.
 - 3.2 Words importing one gender shall import all other genders.
 - 3.3 Words importing the plural or singular shall import the singular or plural respectively.
4. This bond shall create a continuing and running obligation on the part of the owners to observe and perform the said covenants agreements and stipulations contained and implied in the schedule below and payment of the sum or any part thereof shall not exonerate the owners from the continuous compliance with the said covenants agreements and stipulations and demand for such payment by the Council in respect of any breach hereof.

In witness of which this agreement has been executed.

SCHEDULE

1. The owners covenant with the Council that during the term of 999 years from the date hereof the owners or their successors in title for the time being registered as proprietors of the Land shall preserve the natural landscape trees and areas of bush now thereon within that part of the Land shown as the area shaded in green and marked "Z" on the annexed copy of Deposited Plan No. 170842 and 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 any of such natural landscape trees or areas of bush or suffer or permit the cutting down damaging or destruction of any of such natural landscape trees or areas of bush and shall not do anything which would prejudice the health of any of such trees or bush except where such plants are a noxious plant as defined in section 4 of the Noxious Plants Act 1978 or any enactment in substitution therefor. The owners shall be deemed to be not in breach of this covenant if any of such trees or bush shall die from fire or natural causes not attributable to any act or default by or on behalf of the owners or for which the owners are responsible.
2. The owners shall not intensively graze the area shaded in green and marked "Z" on the annexed copy of Deposited Plan No. 170842 . If stock should enter into the area shaded in green and marked "Z" on Deposited Plan No. 170842 and cause damage to the natural landscape trees and areas of bush thereon the owners shall not be liable under this bond for that damage if the said area was not being intensively grazed.



[Handwritten initials/signature]

3. The owners shall not allow or cause to be lit any fire in or around the area shaded in green and marked "Z" on the annexed copy Deposited Plan No. 170842 during such times as there may be a risk of the fire spreading into the said area.
4. That in the case of default being made in the performance and observance of the above covenants the sum of **TWO THOUSAND DOLLARS (\$2,000)** in respect of each tree or bush shall be recoverable by the Council upon demand from the owners or registered proprietors for the time being of the land as liquidated damages in any court of competent jurisdiction. The maximum sum recoverable by the Council shall not exceed the sum of **TWO HUNDRED THOUSAND DOLLARS (\$200,000)**.
5. The sum shall be reviewed on each anniversary of the date of this bond by multiplying the sum by the following fraction: $N1/B1$, where B1 is the Consumer Price Index in respect of the quarter ending immediately preceding the date of this bond and N1 is the Consumer Price Index in respect of the quarter immediately preceding the anniversary date on which the review takes place.
6. The owners will permit officers of the Council to enter upon the land at any reasonable time and from time to time to ensure that the owners have carried out the terms of this bond.

SIGNED by **ROSS ANTHONY BALEMI** in the presence of:

[Handwritten signature]

**T. G. NELSON PARKER
SOLICITOR
PAPAKURA**

[Handwritten signature]

SIGNED by **LEIGH GLENNIS BALEMI** in the presence of:

[Handwritten signature]

**T. G. NELSON PARKER
SOLICITOR
PAPAKURA**

[Handwritten signature]

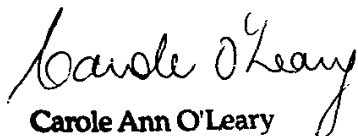
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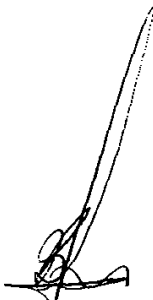
CONSENT OF MORTGAGEE

ANZ Banking Group (New Zealand) Limited being the mortgagee under and by virtue of memorandum of mortgage no.C.667690.3(North Auckland Registry) **HEREBY CONSENTS** to the foregoing bond and undertakes that in the event of the mortgagee exercising any of the mortgagee's rights powers and remedies under the said mortgage it shall do so subject to the provisions of the foregoing bond.

DATED this 11th day of January 1995

Signed by
ANZ BANKING GROUP (NEW ZEALAND) LIMITED
by its Attorney **IAN BRIAN JAMES**
in the presence of:


Carole Ann O'Leary
Bank Officer Auckland


SENIOR MANAGER

ANZ BANKING GROUP (NEW ZEALAND) LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Ian Brian JAMES of Auckland in New Zealand, a Senior Manager of ANZ Banking Group (New Zealand) Limited, hereby certify that:

1 By deed dated 23 December 1994 I was, by virtue of my holding a specified office, appointed Attorney of ANZ Banking Group (New Zealand) Limited, a Company incorporated in New Zealand and having its head office at Wellington, on the terms and subject to the conditions set out in that deed.

Copies of that deed are deposited in the Land Transfer Offices listed below under the number shown alongside each of those offices:

North Auckland	C701593.1F	Nelson	345112.1
South Auckland	B250811.	Marlborough	177772.
Gisborne	G201332.1	Canterbury	A156447/1
Hawkes Bay	618733.1	Westland	100272.
Taranaki	417741.	Otago	873424.
Wellington	B413857.1	Southland	227623.1

2 At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of ANZ Banking Group (New Zealand) Limited or otherwise.

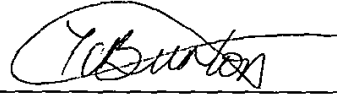
SIGNED by the abovenamed)
Attorney at Auckland)
this)
day of 11 JAN 1996 19)



REGISTERED IN DUPLICATE

BOND under section 108 Resource
Management Act 1991

Correct for the purposes of the Land
Transfer Act 1952



Solicitor for the Council

**ROSS ANTHONY BALEMI and
LEIGH GLENNIS BALEMI**

The Owners

**THE FRANKLIN DISTRICT
COUNCIL**

The Council

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

Assistant - Land Registrar North
Auckland

SIMPSON GRIERSON
SOLICITORS
AUCKLAND

AK953130.174

(L.T.O.)
11.47 25.JAN96 C 946612.36
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
ASST. LAND REGISTRAR
1058/43
Beal

D670609.2 TE

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

North Auckland

Certificate of Title No.

All or Part? Area and legal description — *Insert only when part or Stratum, CT*

Vol fol
~~100E~~ ~~661~~
108B 890 ✓

All

Transferor Surnames must be underlined

GISBERT JOSEPH WILLEN SCHREURS and GEMMA MARIA SCHREURS (herein called "the Grantors") ✓

Transferee Surnames must be underlined

COUNTIES POWER LIMITED at Pukekohe (herein called "the Grantee") ✓

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.*

an electricity easement in gross on the terms and conditions and with the rights and powers set out in the attached annexure sheets

Consideration

THE PREMISES

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR transfers to the transferee the TRANSFEROR'S estate and interest in the land in the above Certificate(s) of Title granted or created.

Dated this 22-1 day of November 2001 ✓

Attestation

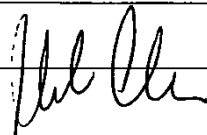
J.M. Schreurs
Gemma Schreurs
Signature, or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name JOHN FOSTER WHITE
Occupation SOLICITOR
Address PUKEKOHE

Subject to an electricity easement in gross over the part marked A DP209994 to Counties Power Limited created by transfer D-670609.2


Solicitor for the Transferee

Certified correct for the purposes of the Land Transfer Act 1952

Approved by Registrar-General
of Land under No. 1995/1003

TRANSFER

Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society
REF 4130

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 22. 11. 2001

Page 2 of 5 Pages

MEMORANDUM OF TRANSFER

The Grantors being the registered proprietor of an estate in fee simple in the land described on the preceding page of this transfer for the consideration shown **HEREBY TRANSFER AND GRANT TO THE GRANTEE** the right to construct, maintain, repair, renew, replace and operate an Electricity Line over that part of the Land marked A on DP 209994 and further grant the following rights and powers over the Land and in respect of the Electricity Line and the Grantee and the Grantors covenant and undertake as follows:

1. The Grantee, together with its employees, agents and contractors may enter upon the Land with such vehicles, machinery, equipment and materials as is necessary or convenient for the Grantee to gain access and to exercise its rights and interests granted under this memorandum in respect of the Electricity Line provided that the Grantee and its employees, agents and contractors when entering upon the Land and when exercising any other rights and powers in respect of the Electricity Line shall so do in a manner which causes the least inconvenience to the Grantors' use and enjoyment of the Land and will follow all reasonable requests and directions of the Grantors as to the means of access to the Electricity Line by the Grantee over the Land and as to carrying out work on or for the Electricity Line.
2. To enter upon the Land as provided in clause 1 the Grantee may use the private bridge which crosses the railway line between Pokeno Road and the land, provided that the Grantee will follow all reasonable requests and directions of the Grantors as to the maximum weight of any vehicle crossing the bridge.
3. Subject to the Grantee's right to construct, maintain, repair, renew, replace and operate the Electricity Line the Grantee shall promptly restore any part of the Land or the bridge referred to in clause 2 affected by the Grantee exercising any of its rights hereunder, as far as is reasonably practicable, to that existing before the Grantee exercised such rights.
4. The Electricity Line shall remain the property of the Grantee.
5. The Grantee will construct and operate the Electricity Line so that the clearance between the ground level of the Land and the lowest part of the Safety Clearance Zone immediately overhead is at least 3.5 metres in the case of 33 kilovolt conductors and at least 4.5 metres in the case of 110 kilovolt conductors.
6. The Grantee will, where practicable, give reasonable notice to the Grantors of the Grantee's intended entry onto the Land for any purposes permitted by this memorandum and the reason for that entry. In the case of routine inspection or maintenance of the Electricity Line at least 5 working days notice shall be given. In circumstances of urgency such as a threat to safety or the need to carry out urgent repairs, where it is not practicable to give a prior written notice, the Grantee shall give particulars of entry as soon as practicable after the work has been carried out, including the reason for not giving notice prior to entry onto the Land. For the purpose of this clause notice will be deemed to have been given the day after the date of posting to the Grantors' last known address.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

J.M.S. *R.W.S.* *[Signature]* *[Signature]* *A*

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

22.11.2001

Page

3

of

5

Pages

7. The Grantors will not plant or permit to be planted any trees, or other vegetation, which are likely, over time, to grow into the Safety Clearance Zone. The Grantee may trim and remove any trees or other vegetation from that part of the air space above the surface of the Land comprising the Safety Clearance Zone or the Trimming Zone.
8. The Grantors will not construct or permit to be constructed any building or other structures any part of which intrudes into the Safety Clearance Zone or which breaches any code of practice or regulation or other legal requirement relating to the safety distances applicable to electricity lines.
9. If any party ("the defaulting party") breaches any of its obligations under this memorandum and continues to do so after reasonable notice has been given to it by the other party, the other party may do anything necessary to remedy the breach and the defaulting party shall be liable to reimburse the other party for all its costs in remedying the breach.

10. **Definitions:**

"Safety Clearance Zone" means the airspace surrounding the conductors of the Electricity Line indicated on Diagram A annexed hereto;

"Trimming Zone" means the airspace surrounding the Safety Clearance Zone indicated on Diagram A annexed hereto;

"Electricity Line" means conductors for the transmission of electricity comprising either two circuits of up to 33 kilovolts each or one circuit of up to 110 kilovolts of electricity plus associated earth wires and communication wires, situated above the ground and supported by poles (including associated foundations, stays and supports for the poles) and includes such poles and insulators, fastenings, fittings, cross arms, and equipment necessary or convenient for the safe and efficient construction, support, operation and protection of or safety of the electric line or any part of it or otherwise necessary or convenient for the transmission of electricity, but excludes pylons.

Diagram A

The Safety Clearance Zone comprises the airspace above line A, B, C, D.

The Trimming Zone comprises the airspace between the Safety Clearance Zone and line E, F, G, H.

The indicated measurements are in metres.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

g m s. *R. H. S.* *J* *A*

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

22.11.2001

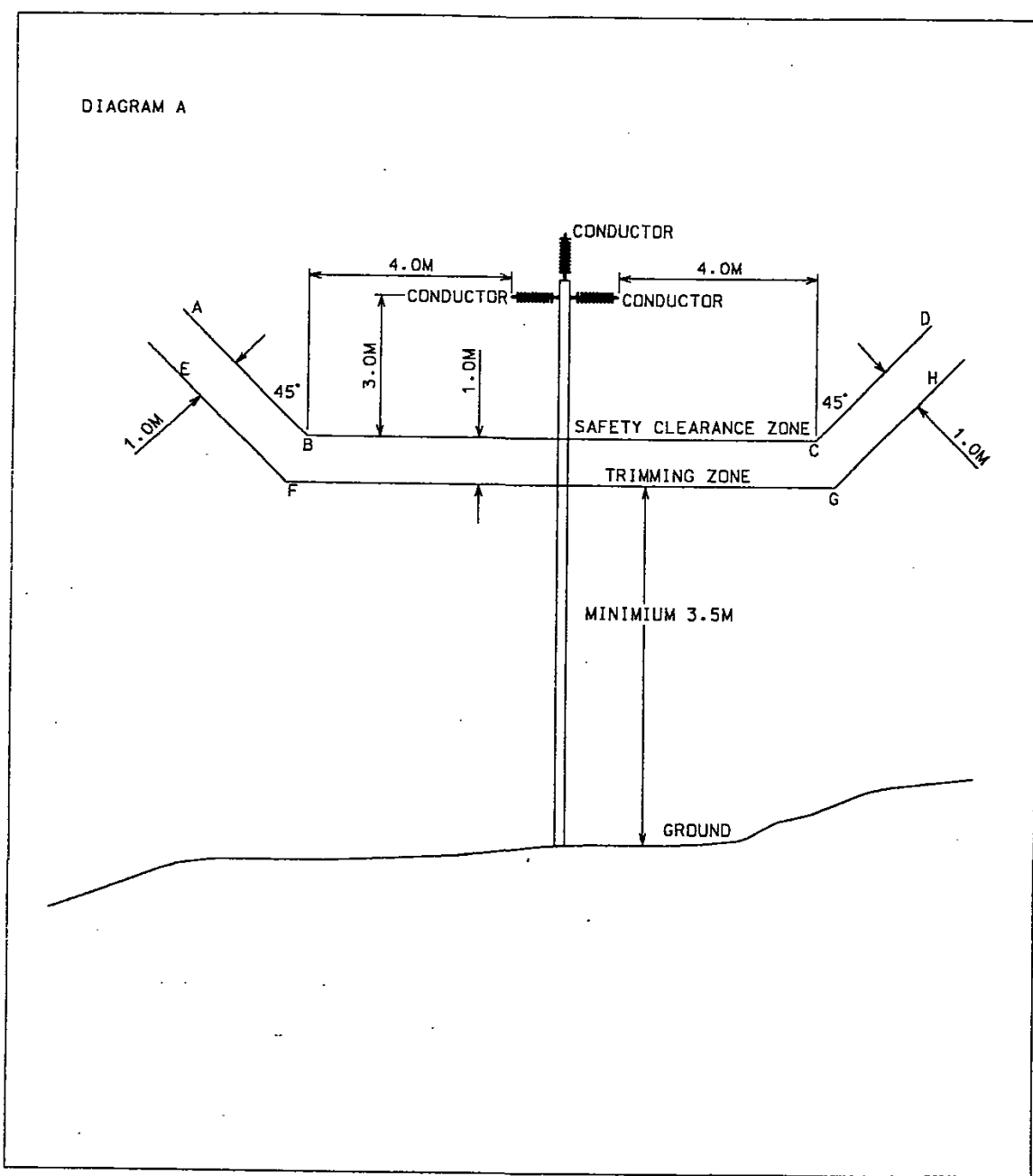
Page

4

of

5

Pages



If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

A.M.S.

R.S.D.

[Signature]

[Signature]

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

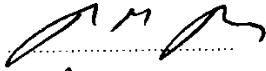
Transfer

Dated 22.11.2001

Page 5 of 5 Pages

Continuation of Attestation

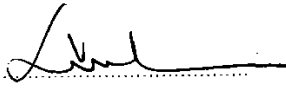
Signed by the Grantee



RICHARD RAY - ACTING C.E.O.

in the presence of:-

Witness (Signature)



Name (In block letters)

ROBERT WILLIAM LACK

Occupation (In block letters)

J.P.

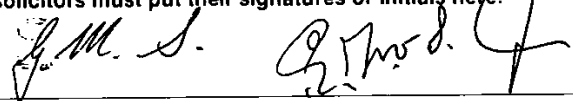
Address (In block letters)

PAIKIKOHE

COPIED FROM ORIGINAL

U :
2001

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



LINZ COPY

9.00 04 JAN 02 D 670609.2

**PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND**





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




R.W. Muir
Registrar-General
of Land

Identifier **716004**
Land Registration District **North Auckland**
Date Issued 25 January 2016

Prior References
629613

Estate Fee Simple
Area 2.0323 hectares more or less
Legal Description Lot 4 Deposited Plan 492007

Registered Owners
a2 Nutritionals NZ Limited

Interests

Subject to Section 206 Land Act 1924

Subject to Section 8 Coal Mines Amendment Act 1950

Appurtenant hereto is a right of way and electricity and telephone rights created by Transfer D088573.3 - 20.2.1997 at 11:33 am

Some of the easements created by Transfer D088573.3 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right of way and electricity and telephone rights created by Transfer D492476.5 - 31.3.2000 at 9:09 am

Land Covenant in Easement Instrument 9567007.4 - 15.11.2013 at 2:42 pm

10314964.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 25.1.2016 at 4:38 pm

Subject to a right (in gross) to drain water over part marked C on DP 492007 in favour of Waikato District Council created by Easement Instrument 10314964.3 - 25.1.2016 at 4:38 pm

The easements created by Easement Instrument 10314964.3 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 10314964.4 - 25.1.2016 at 4:38 pm

Fencing Covenant in Transfer 11233759.1 - 25.10.2018 at 9:52 am



View Instrument Details

Instrument No 9567007.4
Status Registered
Date & Time Lodged 15 November 2013 14:42
Lodged By Woolley, John
Instrument Type Easement Instrument



Affected Computer Registers	Land District
629613	North Auckland
629614	North Auckland

Annexure Schedule: Contains 9 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 8699480.13 has consented to this transaction and I hold that consent

Signature

Signed by John Woolley as Grantor Representative on 15/11/2013 12:41 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 John Woolley as Grantee Representative on 15/11/2013 12:41 PM

*** End of Report ***

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

Grantor

POKENO VILLAGE HOLDINGS LIMITED

Grantee

POKENO VILLAGE HOLDINGS LIMITED

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenant	(See attached annexure schedule)		

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 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby **[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]

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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]

ANNEXURE SCHEDULE 2

The Grantor when registered proprietor of the land formally contained in Unique Identifier 614852 subdivided the land into lots in the manner shown and defined on Deposited Plan 464145 ("the Plan").

It is the Grantor's intention to create a high quality industrial subdivision. To enable this to occur it is the Grantor's intention to create for the benefit of the land set out in Schedule A ("the Benefiting Lots") the land covenant set out in Schedule B over the land set out in Schedule C ("the Covenanting Lots").

And so as to bind the Covenanting Lots and for the benefit of the respective Benefiting Lots the Grantor **COVENANTS AND AGREES** in the manner set out in Schedule B so that the covenant runs with the Covenanting Lots set out in Schedule C for the benefit of Pokeno and each of the respective Benefiting Lots as described in Schedule A and in respect of the Yashili Covenants, for the benefit of Yashili and the Yashili Lot.

SCHEDULE A (Benefiting Lots/Dominant Tenement)

Lot Numbers	Certificate of Title
Lot 1 DP464145	629614
Lot 1003 DP464145	629613

SCHEDULE B

1. Intent of Scheme

1.1 The Grantor and the Grantee acknowledge and accept that:

The lots are or will be subject to a building scheme which will run with the land, applicable to and for the benefit of all the lots; and so that the owners and occupiers for the time being of each of the Covenanting Lots will be bound by the stipulations and restrictions contained in the covenants set out in this schedule.

2. Definitions

2.1 In this covenant unless the context otherwise requires:

"Design Guidelines" means the design guidelines for use and development of the Lot and the Land made from time to time;

"Land" means all of the land contained in Certificate of Title 614852 and includes all lots created from the subdivision of the land contained in that Certificate of Title;

"Lot" or **"Lots"** means any or all of the Lots referred to in Schedules A and C;

"Pokeno" means Pokeno Village Holdings Limited and includes its successors or nominated assigns and includes any appointed agent of Pokeno;

"Pokeno Subdivision" means the subdivision of the Land into an industrial (including commercial and trade/yard based retail) development comprising the Lots and further lots to be subdivided in staged development phases;

"Territorial Authority" means the Waikato Regional Council or any other authority having jurisdiction over the Land;

"Yashili" means Yashili New Zealand Dairy Co., Limited and includes its successors or nominated assigns as owner and occupier of the Yashili lot;

"Yashili's Business" means the business currently proposed by Yashili as a milk processing plant for paediatric milk formula products and nutrition food;

"Yashili Consents" means all consents required from the Territorial Authority and regulatory or statutory consents or approvals required to enable Yashili to carry out Yashili's Business and for the avoidance of doubt includes but is not limited to all land use consents, building consents and discharge consents required for these purposes;

"Yashili Covenants" means the covenants for the benefit of Yashili in clause 7 of this instrument;

"Yashili Lot" means Lot 1 Deposited Plan 464145.

3. Grantor's Covenants

3.1 The Grantor, for itself and its successors in title, covenants with and for the benefit of Pokeno (and in respect of the Yashili Covenants, Yashili) and all and any of:

- (a) The Grantee and its successors in title; and
- (b) The registered proprietors for the time being of the Benefiting Lots (including the Yashili Lot in respect of the Yashili Covenants), as set out in this document.

3.2 Pokeno reserves the right at any time to waive any of these covenants (but not the Yashili Covenants) and if called upon to do so the Grantee will sign any documentation required to give effect to this waiver and/or variation.

4. Building Scheme

4.1 The Grantor will not:

- (a) Erect or place or permit to be erected or placed on any Lot any structure not constructed in accordance with the Design Guidelines.
- (b) Erect or place or permit to be erected or placed on any Lot any building, office or structure or landscaping of any Lot without first obtaining the approval to the layout plans and construction materials thereof in compliance with the Design Guidelines.
- (c) Erect or place or permit or cause to be erected or placed upon any Lot any temporary building or structure whether purpose built or previously erected on other land except as may be necessary during the construction of permanent

buildings provided that all temporary buildings or structures will be removed from their Lot upon completion of the permanent buildings. The Grantor shall not permit or suffer on the Lot any bus, caravan, trailer or similar that is parked on anything other than a hardstand area.

4.2 In administering the Design Guidelines Pokeno must act reasonably and have regard to the role of the Design Committee which is to ensure the quality of the Pokeno Subdivision is maintained as a high quality and attractive business park.

5. Property Use

5.1 The Grantor shall:

- (a) Only use any buildings on the Lot for industrial (including commercial and trade/yard based retail) purposes or other permitted activity authorised under the district plan after buildings have been substantially completed in accordance with the terms of this covenant including a final signoff by Pokeno or its appointed agent and the requirements of the Territorial Authority;
- (b) Complete the landscaping of the Lot in accordance with plans preapproved by Pokeno prior to using any buildings on the Land for industrial (including commercial and trade/yard based retail) purposes or other permitted activity by providing lawns and/or paving, trees and shrubs;
- (c) Ensure that upon completion of any building on the Lot and prior to use of any building for industrial (including commercial and trade/yard based retail) purposes or other permitted activity:
 - (i) Any concrete on the footpath, kerb or driveway is reinstated to the same standard specification required by Pokeno of all Lots within the subdivision;
 - (ii) Ensure that any kerb entrance crossing shall be reinstated to the original saw cuts and kerb details as per the Territorial Authority's specifications;
 - (iii) At all times comply with any plans, conditions, consents or similar imposed on it by any Territorial Authority.

6. No Opposition

6.1 The Grantor shall not oppose, frustrate, object to, nor take any action or encourage others to oppose, frustrate, object or take any action that might, in any way, prevent or hinder Pokeno and/or the Territorial Authority from progressing or completing the Pokeno Subdivision. This covenant extends to and includes (but is not limited to) development planning, zone changes, resource consents, consent authority or Environment Court applications, building consent matters, any other consents, earthworks, developments and general work. The benefit of this covenant applies to any adjoining or neighbouring properties now or hereafter owned by Pokeno.

6.2 The Grantor will at the request of Pokeno provide written consents to any of the applications or matters referred to above, and to dispensations or consents required therewith or to progress and complete the Pokeno subdivision.

6.3 Notwithstanding any rights or powers granted or available to either the Grantor or the Grantee pursuant to the Resource Management Act 1991, the Land Transfer Act 1952 or the Property Law Act 2007, each of the Grantor and the Grantee (to the extent permitted by law) irrevocably waive in favour of Pokeno any rights of objection, requisition or requirement to provide consent in relation to the Pokeno Subdivision and by their execution of this Instrument irrevocably consent to any vesting, dedication, disposition or other dealing in relation to the Pokeno Subdivision. The provisions of this clause shall extend solely to Pokeno and shall be binding on the Grantor's and the Grantee's successors in title.

7. Yashili Covenants

7.1 The Grantor shall not directly or indirectly by cooperating with or assisting others lodge or submit or permit to be lodged or submitted with the Territorial Authority or any Court any objection to any application by Yashili for any Yashili Consents.

7.2 The Grantor must if required by Yashili provide its consent to any application by Yashili for any Yashili Consents.

7.3 The Grantor must not use, allow the use of, carry on or allow to be carried on any activity on the Land that may or will adversely impact on the operation of Yashili's Business. It is accepted that Yashili's Business is highly sensitive to certain activities which include air and water discharges.

7.4 Pokeno must if required by Yashili provide all reasonable assistance and cooperation as may be required by Yashili so as to enable Yashili to establish and carry on Yashili's Business.

7.5 Pokeno must keep, maintain and continue to promote the Land as a modern, well designed, prestigious, high quality and sought after industrial subdivision and must not carry on or allow any activity to be carried on the land that in any way detracts from this.

8. Fencing

8.1 Pokeno shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the Lot and any adjacent land of Pokeno but this provision shall not enure for the benefit of any subsequent purchaser or proprietor of the adjacent land.

9. Breach

9.1 If there is any breach or non-observance by the Grantor of any of the stipulations or restrictions contained in these covenants, then without prejudice to any other liability which the Grantor may have to Pokeno, Yashili (where applicable) or any other person or persons having the benefit of these covenants, the Grantor will upon written demand made by all or any of Pokeno, Yashili (where applicable) or any of the owners of the Benefiting Lots:

- (a) Immediately remedy the breach or non-observance;
- (b) Remove or cause to be removed any building or other structure erected or placed on any Lot in breach or non-observance of the foregoing covenants;

- (c) Replace any building materials used in breach or non-observance of the covenants; and
- (d) In addition pay to the person making such demand as liquidated damages the sum of \$250.00 per day for every day or part day that such breach or non-observance continues from and after the date upon which written demand is made provided that, where the Grantor is in breach of more than one provision of this covenant, the Grantor will not be liable under this provision to pay in the aggregate an amount in excess of \$250.00 per day during the continuance of the breach (or non-observance). The Grantor and Grantee agree that the sum of \$250.00 per day represents a genuine and realistic pre-estimation by them of the actual loss suffered by the person making demand.
- 9.2** In the event of any dispute which cannot be resolved by agreement between Pokeno, Yashili (where applicable) (or other owner of a Benefiting Lot or Dominant Tenement) and the Grantor as to any matter relating to the abovementioned restrictive covenants, the same shall be resolved by arbitration under the provisions of the Arbitration Act 1996 or any Act passed in substitution or amendment thereof by a single arbitrator appointed for that purpose by the nominee of the president of the New Zealand Law Society and the decision of that arbitrator shall be final and binding on the parties.
- 9.3** There shall be no obligation on Pokeno, Yashili (where applicable) or any other person or persons having the benefit of these covenants to take any steps to enforce these covenants.
- 9.4** If there is more than one Grantor for any servient lot the liability of the Grantors for the servient lot shall be joint and several.

SCHEDULE C
(Covenanted Lots/Servient Tenement)

Lot Numbers	Certificate of Title
Lot 1003 DP464145	629613
Lot 1 DP464145	629614

Approved by Registrar-General of Land under No. 2003/6150
Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



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

Deposit of Plan

Page of pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

<u>BANK OF NEW ZEALAND</u>	Mortgagee under Memorandum of Mortgage Number 8699480.13
----------------------------	--

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:

1. The deposit of plan number LT464145.
2. The vesting of Lot 112 on plan 464145 as road in the Waikato District Council.
3. The registration of an easement in gross in favour of Waikato District Council.
4. The registration of an Easement Instrument creating a Land Covenant.

Dated this 11th day of November 2013

Attestation

 Kieran Peter Ryan Kelly Ann Clarke	Signed in my presence by the Consentor
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Henry Fyffe Thomas Occupation BANKER 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.




**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

We, **Kieran Peter Ryan** , Director, Corporate & Institutional Banking
and **Kelly Ann Clarke** , Associate Director, Corporate & Institutional Banking
both of Auckland, New Zealand, Bank Officers, certify:


- 1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed us its attorneys.
- 2. A copy of the Deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508588.
- 3. That we have not received notice of any event revoking the power of attorney.

SIGNED at Auckland this 11 day of November 2013



Kieran Peter Ryan

SIGNED at Auckland this 11 day of November 2013



Kelly Ann Clarke

View Instrument Details



Instrument No 10314964.2
Status Registered
Date & Time Lodged 25 January 2016 16:38
Lodged By Singh, Babu Gyan
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
716002	North Auckland
716004	North Auckland

Annexure Schedule: Contains 1 Page.

Signature

Signed by John Woolley as Territorial Authority Representative on 22/01/2016 03:22 PM

*** End of Report ***

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



www.waikatodistrict.govt.nz

The Registrar General of Land
North Auckland Land Registry

IN THE MATTER

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

and

IN THE MATTER

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

I, GAVIN JOHN ION Chief Executive of the WAIKATO DISTRICT COUNCIL, hereby certify that the Waikato District Council has granted its consent to the subdivision shown on Deposited Plan 492007, (and being the land described in the First Schedule), subject to certain conditions, including the requirement that the Owner (as defined in the Act) comply on a continuing basis with the conditions set out in the Second Schedule and that this Notice be registered against the Computer Freehold Registers for Lots 3 and 4 on Deposited Plan 492007.

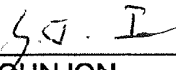
First Schedule

An estate in fee simple in all that parcel of land containing 4.3363 hectares more or less being Lot 1003 Deposited Plan 464145 and being all of the land comprised in Computer Freehold Register 629613

Second Schedule

1. The Owners of Lots 3 and 4 shall be advised that any building or addition to buildings shall be constructed in accordance with the Geotechnical Completion Report prepared by Coffey Geotechnics (NZ) Limited dated 7 September 2015, reference number GENAUCK14625AH titled "Gateway Industrial Subdivision Stage 1C, Lots 3 and 4 at Yashili Drive, Pokeno – Geotechnical Completion Report" ("the Report"). The Report recommends site specific geotechnical investigation for foundation design by a suitably qualified Chartered Professional Engineer, with appropriate geotechnical experience. A copy of the Report can be obtained from the Waikato District Council.
2. The Owners shall pay the Council's costs and disbursements in respect of the preparation, execution, registration and enforcement of this Notice and the Council's conditions set out in this Notice and any variation or cancellation of them.

DATED at Ngaruawahia this 3rd day of December 2015



GAVIN JOHN ION
Chief Executive
SUB0072/13.02 Stage 1C



View Instrument Details

Instrument No 10314964.3
Status Registered
Date & Time Lodged 25 January 2016 16:38
Lodged By Singh, Babu Gyan
Instrument Type Easement Instrument



Affected Computer Registers	Land District
716002	North Auckland
716004	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 8699480.13 has consented to this transaction and I hold that consent

Signature

Signed by John Woolley as Grantor Representative on 22/01/2016 03:23 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 John Woolley as Grantee Representative on 22/01/2016 03:24 PM

*** End of Report ***

Easement instrument to grant easement

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

Grantor

POKENO VILLAGE HOLDINGS LIMITED

Grantee

WAIKATO DISTRICT COUNCIL

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 Annexure Schedule(s).

Schedule A		<i>Continue in additional Annexure Schedule, if required</i>	
Purpose (nature and extent) of easement	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Drain Water	"B" Deposited Plan 492007	716002	In gross
	"C" Deposited Plan 492007	716004	In gross

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

Continue in additional Annexure Schedule, if required

1. The implied rights and powers in Schedule 4 to the Land Transfer Regulations 2002 ("Regulation Schedule") are implied in this instrument and are varied by the provisions set out in Annexure Schedule 2.
2. Where there is a conflict between the provisions set out in Annexure Schedule 2 ("the Modification") and the provisions of the said Fourth Schedule, the Modifications must prevail.



Annexure Schedule 2

Page 3 of Pages*insert instrument type***Easement instrument to grant easement***(continue in additional Annexure Schedule if required)***Right to Drain Water**

1. That clause 4 of the Regulation Schedule is negated as to subclauses (2) and (3) and in subclause (1):
 - (a) the words "from the dominant land" are omitted;
 - (b) the words "by piped drains" are added after the word "facility".
2. The Easement Facility referred to in 1 (a) and (b) above is the Easement Facility laid or to be laid along and including the area marked "B" and "C" on Deposited Plan 492007 ("Stipulated Area").

Rights and Powers Applying to the Easement created by this Instrument

1. The term of this easement is 1,000 years from the date of this Instrument.
2. That without derogating from clause 10(2) of the Regulation Schedule:
 - (a) The Grantor shall not build, construct or place any building or structure, nor plant deep-rooted trees, nor deposit any fill on the easement facility, except with the consent of the Grantee, and except as designed, constructed or performed to the satisfaction of the Grantee. Appropriately designed pavement, (including cut to fill – site works), may be constructed over the easement facility to provide for vehicle and/or pedestrian access and manoeuvring areas, on-site parking areas, and/or hardstand/storage areas;
 - (b) the Grantor shall not grant any easement or any other right over the stipulated course or stipulated area without the prior written consent of the Grantee which the Grantee may refuse where, acting reasonably, it believes that the granting of such easement or other right may interfere with the rights granted pursuant to this Instrument; or may grant consent on such conditions as it may reasonably require including as to the depth and location of any pipes, cables for electricity, gas and communication to be laid on in or through the stipulated course or stipulated area.
3. That clause 11(1) of the Regulation Schedule is negated. The Grantee is responsible for arranging the repair and maintenance of the easement facility and the stipulated course and for the associated costs, so as to keep the facility and stipulated course in good order and to prevent it from becoming a danger or nuisance.
4. For the purpose of performing any duty or in the exercise of any rights implied in this Easement instrument, the Grantee may:
 - (a) enter upon the servient land by the most practicable route from the nearest public street across any part of the servient land;

Annexure Schedule

Insert instrument type

Easement instrument to grant easement

- (b) remain on the servient land for a reasonable time for the purposes of completing any work;
 - (c) bring on to the servient land such materials, tools, equipment, machinery, vehicles or other things which may be necessary for the purposes of completing the necessary work;
 - (d) leave any vehicle or equipment on the servient land for a reasonable time if work is proceeding;
 - (e) sink and make trenches and shafts on the Stipulated Area;
 - (f) excavate any clay, gravel, shingle, stones and earth from the Stipulated Area;
 - (g) inspect, maintain, cleanse, repair, extend, remove, enlarge or replace the Easement Facility;
 - (h) generally do and perform such acts and things in or upon the Stipulated Area as may be necessary or proper for or in relation to any of the purposes of this easement.
5. The Grantee shall:
- (a) 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;
 - (b) remove and carry away all surplus clay, gravel, shingle, stones and earth which may be excavated from the Stipulated Area;
 - (c) upon the Grantee disturbing the surface of the Stipulated Area for any reason, without delay restore the same as nearly as possible to its original condition;
 - (d) repair and make good any damage which may be done to any fence, building or improvement, or to any part of the Grantor's land;
 - (e) in the exercise by the Grantee of any of the rights granted by this Easement Instrument but the Grantee shall not be responsible for the cost of removing or damaging any fence, building or improvements or trees upon, or any tree roots growing within, the Stipulated Area, as prohibited under clause 2.
6. The Easement Facility and any other structures, plant or equipment erected or installed by the Grantee on the Stipulated Area shall be the property of the Grantee.
7. Nothing contained or implied in this Easement Instrument shall be construed so as:

Annexure Schedule

Insert instrument type

Easement instrument to grant easement

- (a) to compel the Grantee to exercise all or any of the rights granted by this Easement Instrument at any time and the Grantee may commence, discontinue or resume the exercise of all or any such rights at will;
- (b) to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by statute.

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 Section 238(2)

Page of Pages

Person giving consent

Capacity and Interest of Person giving consent
Surname must be underlined (eg Caveator under Caveat no)

BANK OF NEW ZEALAND

As mortgagee under Memorandum of Mortgage Number 8699480.13

Consent

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


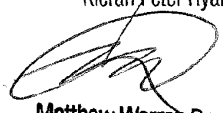
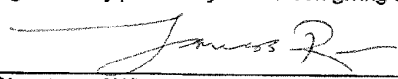
[Without prejudice to the rights and powers existing under the interest of the person giving consent]

the Person giving consent hereby consents to:

1. The deposit of Plan No. LT492007
2. The vesting of Lot 113 DP492007 for Road
3. Easement Instrument in favour of Waikato District Council
4. Easement Instrument to create general scheme covenant

Dated this 14th day of December 2015

Attestation

 Kieran Peter Ryan  Matthew Warren Bremner Binns	<p>Signed in my present by the Person giving consent</p>  _____ Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name James Robert Gordon Ross Occupation: Banker Address: Queen St. Auckland
Signature [Common seal] of Person giving consent	



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

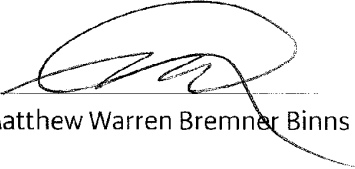
We, **Kieran Peter Ryan**, Director, Corporate & Institutional Banking
and **Matthew Warren Bremner Binns**, Manager, Corporate & Institutional Banking
both of Auckland, New Zealand, Bank Officers, certify:

- 1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed us its attorneys.
- 2. A copy of the Deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508588.
- 3. That we have not received notice of any event revoking the power of attorney.

SIGNED at Auckland this 14th day of December 2015


Kieran Peter Ryan

SIGNED at Auckland this 14th day of December 2015


Matthew Warren Bremner Binns



View Instrument Details

Instrument No 10314964.4
Status Registered
Date & Time Lodged 25 January 2016 16:38
Lodged By Singh, Babu Gyan
Instrument Type Easement Instrument



Affected Computer Registers	Land District
629614	North Auckland
716002	North Auckland
716004	North Auckland

Annexure Schedule: Contains 10 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
- Mortgage 10174780.2 does not affect the servient tenement, therefore the consent of the Mortgagee is not required
- I certify that the Mortgagee under Mortgage 8699480.13 has consented to this transaction and I hold that consent

Signature

Signed by John Woolley as Grantor Representative on 27/01/2016 12:43 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 John Woolley as Grantee Representative on 27/01/2016 12:44 PM

*** End of Report ***

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

Grantor

POKENO VILLAGE HOLDINGS LIMITED

Grantee

**POKENO VILLAGE HOLDINGS LIMITED AND
 YASHILI NEW ZEALAND DAIRY CO., LIMITED**

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenant	(See attached annexure schedule)		

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 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby **[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]

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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]

ANNEXURE SCHEDULE 2

The Grantor when registered proprietor of the land formerly contained in Unique Identifier 629613 subdivided the land into lots in the manner shown and defined on Deposited Plan 492007 ("the Plan").

It is the Grantor's intention to create a high quality industrial subdivision. To enable this to occur it is the Grantor's intention to create for the benefit of the land set out in Schedule A ("the Benefiting Lots") the land covenant set out in Schedule B over the land set out in Schedule C ("the Covenanting Lots").

And so as to bind the Covenanting Lots and for the benefit of the respective Benefiting Lots the Grantor **COVENANTS AND AGREES** in the manner set out in Schedule B so that the covenant runs with the Covenanting Lots set out in Schedule C for the benefit of Pokeno and each of the respective Benefiting Lots as described in Schedule A and in respect of the Yashili Covenants, for the benefit of Yashili and the Yashili Lot.

SCHEDULE A (Benefiting Lots/Dominant Tenement)

Lot Numbers	Certificates of Title
3 and 4 on DP492007	716002 and 716004
1 on DP464145	629614 (Yashili Lot)

SCHEDULE B

1. Intent of Scheme

1.1 The Grantor and the Grantee acknowledge and accept that:

The lots are or will be subject to a building scheme which will run with the land, applicable to and for the benefit of all the lots; and so that the owners and occupiers for the time being of each of the Covenanting Lots will be bound by the stipulations and restrictions contained in the covenants set out in this schedule.

2. Definitions

2.1 In this covenant unless the context otherwise requires:

"Design Guidelines" means the design guidelines for use and development of the Lot and the Land made from time to time;

"Land" means all of the land contained in Certificate of Title 629613 and includes all lots created from the subdivision of the land contained in that Certificate of Title;

"Lot" or **"Lots"** means any or all of the Lots referred to in Schedules A and C;

"Pokeno" means Pokeno Village Holdings Limited and includes its successors or nominated assigns and includes any appointed agent of Pokeno;

"Pokeno Subdivision" means the subdivision of the Land into an industrial (including commercial and trade/yard based retail) development comprising the Lots and further lots to be subdivided in staged development phases;

"Territorial Authority" means the Waikato District Council or any other authority having jurisdiction over the Land;

"Yashili" means Yashili New Zealand Dairy Co., Limited and includes its successors or nominated assigns as owner and occupier of the Yashili lot;

"Yashili's Business" means the business currently proposed by Yashili as a milk processing plant for paediatric milk formula products and nutrition food;

"Yashili Consents" means all consents required from the Territorial Authority and regulatory or statutory consents or approvals required to enable Yashili to carry out Yashili's Business and for the avoidance of doubt includes but is not limited to all land use consents, building consents and discharge consents required for these purposes;

"Yashili Covenants" means the covenants for the benefit of Yashili in clause 7 of this instrument;

"Yashili Lot" means Lot 1 Deposited Plan 464145.

3. Grantor's Covenants

3.1 The Grantor, for itself and its successors in title, covenants with and for the benefit of Pokeno (and in respect of the Yashili Covenants, Yashili) and all and any of:

- (a) The Grantee and its successors in title; and
- (b) The registered proprietors for the time being of the Benefiting Lots (including the Yashili Lot in respect of the Yashili Covenants), as set out in this document.

3.2 Pokeno reserves the right at any time to waive any of these covenants (but not the Yashili Covenants) and if called upon to do so the Grantee will sign any documentation required to give effect to this waiver and/or variation.

4. Building Scheme

4.1 The Grantor will not:

- (a) Erect or place or permit to be erected or placed on any Lot any structure not constructed in accordance with the Design Guidelines.
- (b) Erect or place or permit to be erected or placed on any Lot any building, office or structure or landscaping of any Lot without first obtaining the approval to the layout plans and construction materials thereof in compliance with the Design Guidelines.

- (c) Erect or place or permit or cause to be erected or placed upon any Lot any temporary building or structure whether purpose built or previously erected on other land except as may be necessary during the construction of permanent buildings provided that all temporary buildings or structures will be removed from their Lot upon completion of the permanent buildings. The Grantor shall not permit or suffer on the Lot any bus, caravan, trailer or similar that is parked on anything other than a hardstand area.

4.2 In administering the Design Guidelines Pokeno must act reasonably and have regard to the role of the Design Committee which is to ensure the quality of the Pokeno Subdivision is maintained as a high quality and attractive business park.

5. Property Use

5.1 The Grantor shall:

- (a) Only use any buildings on the Lot for industrial (including commercial and trade/yard based retail) purposes or other permitted activity authorised under the district plan after buildings have been substantially completed in accordance with the terms of this covenant including a final signoff by Pokeno or its appointed agent and the requirements of the Territorial Authority;
- (b) Complete the landscaping of the Lot in accordance with plans preapproved by Pokeno prior to using any buildings on the Land for industrial (including commercial and trade/yard based retail) purposes or other permitted activity by providing lawns and/or paving, trees and shrubs;
- (c) Ensure that upon completion of any building on the Lot and prior to use of any building for industrial (including commercial and trade/yard based retail) purposes or other permitted activity:
 - (i) Any concrete on the footpath, kerb or driveway is reinstated to the same standard specification required by Pokeno of all Lots within the subdivision;
 - (ii) Ensure that any kerb entrance crossing shall be reinstated to the original saw cuts and kerb details as per the Territorial Authority's specifications;
 - (iii) At all times comply with any plans, conditions, consents or similar imposed on it by any Territorial Authority.

6. No Opposition

6.1 The Grantor shall not oppose, frustrate, object to, nor take any action or encourage others to oppose, frustrate, object or take any action that might, in any way, prevent or hinder Pokeno and/or the Territorial Authority from progressing or completing the Pokeno Subdivision. This covenant extends to and includes (but is not limited to) development planning, zone changes, resource consents, consent authority or Environment Court applications, building consent matters, any other consents, earthworks, developments and general work. The benefit of this covenant applies to any adjoining or neighbouring properties now or hereafter owned by Pokeno.

6.2 The Grantor will at the request of Pokeno provide written consents to any of the applications or matters referred to above, and to dispensations or consents required therewith or to progress and complete the Pokeno subdivision.

6.3 Notwithstanding any rights or powers granted or available to either the Grantor or the Grantee pursuant to the Resource Management Act 1991, the Land Transfer Act 1952 or the Property Law Act 2007, each of the Grantor and the Grantee (to the extent permitted by law) irrevocably waive in favour of Pokeno any rights of objection, requisition or requirement to provide consent in relation to the Pokeno Subdivision and by their execution of this Instrument irrevocably consent to any vesting, dedication, disposition or other dealing in relation to the Pokeno Subdivision. The provisions of this clause shall extend solely to Pokeno and shall be binding on the Grantor's and the Grantee's successors in title.

7. Yashili Covenants

7.1 The Grantor shall not directly or indirectly by cooperating with or assisting others lodge or submit or permit to be lodged or submitted with the Territorial Authority or any Court any objection to any application by Yashili for any Yashili Consents.

7.2 The Grantor must if required by Yashili provide its consent to any application by Yashili for any Yashili Consents.

7.3 The Grantor must not use, allow the use of, carry on or allow to be carried on any activity on the Land that may or will adversely impact on the operation of Yashili's Business. It is accepted that Yashili's Business is highly sensitive to certain activities which include air and water discharges.

7.4 Pokeno must if required by Yashili provide all reasonable assistance and cooperation as may be required by Yashili so as to enable Yashili to establish and carry on Yashili's Business.

7.5 Pokeno must keep, maintain and continue to promote the Land as a modern, well designed, prestigious, high quality and sought after industrial subdivision and must not carry on or allow any activity to be carried on the land that in any way detracts from this.

8. Fencing

8.1 Pokeno shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the Lot and any adjacent land of Pokeno but this provision shall not enure for the benefit of any subsequent purchaser or proprietor of the adjacent land.

9. Breach

9.1 If there is any breach or non-observance by the Grantor of any of the stipulations or restrictions contained in these covenants, then without prejudice to any other liability which the Grantor may have to Pokeno, Yashili (where applicable) or any other person or persons having the benefit of these covenants, the Grantor will upon written demand made by all or any of Pokeno, Yashili (where applicable) or any of the owners of the Benefiting Lots:

(a) Immediately remedy the breach or non-observance;

- (b) Remove or cause to be removed any building or other structure erected or placed on any Lot in breach or non-observance of the foregoing covenants;
 - (c) Replace any building materials used in breach or non-observance of the covenants; and
 - (d) In addition pay to the person making such demand as liquidated damages the sum of \$250.00 per day for every day or part day that such breach or non-observance continues from and after the date upon which written demand is made provided that, where the Grantor is in breach of more than one provision of this covenant, the Grantor will not be liable under this provision to pay in the aggregate an amount in excess of \$250.00 per day during the continuance of the breach (or non-observance). The Grantor and Grantee agree that the sum of \$250.00 per day represents a genuine and realistic pre-estimation by them of the actual loss suffered by the person making demand.
- 9.2** In the event of any dispute which cannot be resolved by agreement between Pokeno, Yashili (where applicable) (or other owner of a Benefiting Lot or Dominant Tenement) and the Grantor as to any matter relating to the abovementioned restrictive covenants, the same shall be resolved by arbitration under the provisions of the Arbitration Act 1996 or any Act passed in substitution or amendment thereof by a single arbitrator appointed for that purpose by the nominee of the president of the New Zealand Law Society and the decision of that arbitrator shall be final and binding on the parties.
- 9.3** There shall be no obligation on Pokeno, Yashili (where applicable) or any other person or persons having the benefit of these covenants to take any steps to enforce these covenants.
- 9.4** If there is more than one Grantor for any servient lot the liability of the Grantors for the servient lot shall be joint and several.

SCHEDULE C
(Covenanted Lots/Servient Tenement)

Lot Numbers	Certificate of Title
3 and 4 on DP492007	716002 and 716004

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 Section 238(2)

Page of Pages

Person giving consent

Capacity and Interest of Person giving consent
Surname must be underlined (eg Caveator under Caveat no)

BANK OF NEW ZEALAND	As mortgagee under Memorandum of Mortgage Number 8699480.13
----------------------------	---



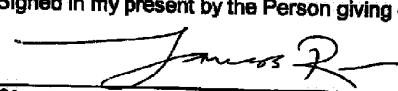
Consent

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

<p>[Without prejudice to the rights and powers existing under the interest of the person giving consent]</p> <p>the Person giving consent hereby consents to:</p> <ol style="list-style-type: none"> 1. The deposit of Plan No. LT492007 2. The vesting of Lot 113 DP492007 for Road 3. Easement Instrument in favour of Walkato District Council 4. Easement Instrument to create general scheme covenant
--

Dated this 14 th day of DECEMBER 2015

Attestation

<div style="text-align: center;">  Kieran Peter Ryan </div> <div style="text-align: center; margin-top: 20px;">  Matthew Warren Bremner Binns </div>	<p>Signed in my present by the Person giving consent</p> <div style="text-align: center;">  _____ Signature of Witness </div> <p><i>Witness to complete in BLOCK letters (unless legibly printed):</i></p> <p>Witness name James Robert Gordon Ross</p> <p>Occupation: Banker</p> <p>Address: Queen St. Auckland</p>
Signature [Common seal] of Person giving consent	

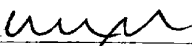


**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**


We, **Kieran Peter Ryan** , Director, Corporate & Institutional Banking
and **Matthew Warren Bremner Binns** , Manager, Corporate & Institutional Banking
both of Auckland, New Zealand, Bank Officers, certify:

- 1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed us its attorneys.
- 2. A copy of the Deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508588.
- 3. That we have not received notice of any event revoking the power of attorney.

SIGNED at Auckland this 14th day of DECEMBER 2015


Kieran Peter Ryan

SIGNED at Auckland this 14th day of DECEMBER 2015


Matthew Warren Bremner Binns

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 Section 239(2)

Page of Pages

Person giving consent

Capacity and Interest of Person giving consent
Surname must be underlined (eg Caveator under Caveat no)

POKENO VILLAGE HOLDINGS LIMITED	As registered proprietor of the land contained in Certificates of Title 629613
---------------------------------	--

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:

1. The deposit of Plan No. LT492007
2. The vesting of Lot 113 DP492007 for Road
3. Easement Instrument in favour of Waikato District Council
4. Easement Instrument to create general scheme covenant

Dated this 21st day of January 2016

Attestation

  Signature [Common seal] of Person giving consent	<p>Signed in my present by the Person giving consent</p> <p>_____ <i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):</i></p> <p>Witness name Occupation: Address:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Signature:</td> <td></td> </tr> <tr> <td>Name:</td> <td>Sonya Catherine Hansen</td> </tr> <tr> <td>Occupation:</td> <td>Accountant</td> </tr> <tr> <td>Address:</td> <td>8 Viking Avenue Hillsborough Auckland 1042</td> </tr> <tr> <td>Contact:</td> <td>0274406369</td> </tr> </table>	Signature:		Name:	Sonya Catherine Hansen	Occupation:	Accountant	Address:	8 Viking Avenue Hillsborough Auckland 1042	Contact:	0274406369
Signature:											
Name:	Sonya Catherine Hansen										
Occupation:	Accountant										
Address:	8 Viking Avenue Hillsborough Auckland 1042										
Contact:	0274406369										



View Instrument Details

Instrument Type	Transfer
Instrument No	11233759.1
Status	Registered
Date & Time Lodged	25 October 2018 09:52
Lodged By	Young, Claire Josephine Janet

Affected Computer Registers	Land District
716002	North Auckland
716004	North Auckland

Transferors

Yashili New Zealand Dairy Co., Limited

Transferees

Aotearoa Nutrients Limited

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Justin March as Transferor Representative on 19/10/2018 10:12 AM

Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Justin March as Transferee Representative on 19/10/2018 10:22 AM



View Instrument Details

*** End of Report ***



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **814202**
Land Registration District **North Auckland**
Date Issued 28 March 2018

Prior References

784838 805867

Estate Fee Simple
Area 4.8000 hectares more or less
Legal Description Lot 30 Deposited Plan 519003
Registered Owners
Louie International Limited

Interests

Subject to a right of way and to electricity and telephone rights over part marked YA and XA on DP 519003 created by Transfer D088573.3 - 20.2.1997 at 11.33 am

Subject to a right of way and to electricity and telephone rights over part marked YA on DP 519003 created by Transfer D492476.5 - 31.3.2000 at 9.09 am

12398114.1 Resolution pursuant to Section 243(e) Resource Management Act 1991 cancelling the easement condition D088573.3 on plan DP 519003 as to now marking XA and YA on DP 519003 appurtenant to RT NA128B/777 - Lot 2 DP 199997 and RT 614851 - Lot 1 DP 51064, Lot 1 DP 199997 and Lot 3 DP 463893 and as to easement condition D492476.5 on plan DP 174152 as to now marking YA on DP 519003 appurtenant to RT 629614 - Lot 1 DP 464145, RT 651380 - Lot 103 DP 474115, RT 651381 - Lot 102 DP 474115, RT 651383 - Lot 5 DP 474115, RT 651384 - Lot 6 DP 474115, RT 651385 - Lot 7 DP 474115, RT 716002 - Lot 3 DP 492007, RT 716004 - Lot 4 DP 492007, RT 735387 - Lot 1 DP 497640, RT 750658 - Lot 11 DP 501835, RT 750659 - Lot 12 DP 501835, RT 750660 - Lot 1000 DP 501835 described in Transfer D492476.5 - 13.4.2022 at 17:25 pm

10244472.4 Surrender of the right of way and electricity and telephone rights over part marked B on DP 174155 appurtenant to Lot 1006 DP 474115 created by Transfer D492476.5 - 8.12.2015 at 11:01 am

10543882.1 Revocation of the easement conditions on DP 174152 contained in the Territorial Authority approval for DP 498689 as to the easements marked A and B on DP 174152 over Lot 6 DP 11496 appurtenant to Lot 1001 DP 464145, Lot 8 DP 474115, Lot 1006 DP 493599, Lot 15 DP 493599 and Lot 2 DP 497640 - 2.9.2016 at 2:54 pm

11073366.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 28.3.2018 at 5:02 pm

Subject to a right (in gross) to drain sewage and water over part marked A, B and C on DP 519003 in favour of Waikato District Council created by Easement Instrument 11073366.3 - 28.3.2018 at 5:02 pm

The easements created by Easement Instrument 11073366.3 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity over part marked B on DP 519003 in favour of Counties Power Limited created by Easement Instrument 11073366.4 - 28.3.2018 at 5:02 pm

The easements created by Easement Instrument 11073366.4 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Easement Instrument 11073366.5 - 28.3.2018 at 5:02 pm



View Instrument Details

Instrument No 10244472.4
Status Registered
Date & Time Lodged 08 December 2015 11:01
Lodged By Singh, Babu Gyan
Instrument Type Partial Surrender of Easement



Affected Computer Registers	Land District
233412	North Auckland
651382	North Auckland

Affected Instrument Transfer and Grant of Easement D492476.5

Annexure Schedule: Contains 3 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

Signature

Signed by John Woolley as Grantor Representative on 16/12/2015 11:22 AM

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
- I certify that the territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority
- I certify that the Mortgagee under Mortgage 8699480.13 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 8699480.15 has consented to this transaction and I hold that consent

Signature

Signed by John Woolley as Grantee Representative on 16/12/2015 11:22 AM

*** End of Report ***

Form C

Easement instrument to partially surrender Easement or Profit à prendre or Land Covenant

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

Grantor

POKENO VILLAGE HOLDINGS LIMITED

Grantee

POKENO VILLAGE HOLDINGS LIMITED

Partial Surrender of Easement, Profit à prendre or Covenant

The Grantee, being the registered proprietor of the Dominant Tenement(s) set out in Schedule A, or being the Grantee in gross, hereby partially surrenders to the Grantor the easement(s), profit(s) à prendre or covenant(s) set out in Schedule A and the Grantor accepts the partial surrender of those easement(s), profit(s) à prendre or covenant(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Easement; <i>Profit or Covenant</i>	Creating Instrument number	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way and Electricity and Telephone Rights	D492476.5	CT 233412	CT 651382

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 Section 238(2)

Page of Pages

Person giving consent

Capacity and Interest of Person giving consent
Surname must be underlined (eg Caveator under Caveat no)

BANK OF NEW ZEALAND	Mortgages under Memorandum of Mortgage No. 8699480.13
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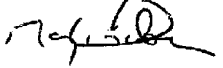
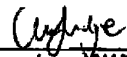
Consent

*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 partial surrender of easements created by Transfer D088573.3 and Transfer D492476.5 in respect of Lot 1006 Deposited Plan 474116 Certificate of Title 651382 (North Auckland Registry)

Dated this 21st day of April 2015

Attestation

 Kieran Peter Ryan  Noz Moyo-Majwabu	Signed in my present by the Person giving consent  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name Cameron Kenneth Judge Occupation: BANKER Address: Auckland
Signature [Common seal] of Person giving consent	




**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

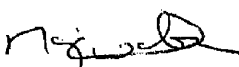
We, **Kieran Peter Ryan** , Director, Corporate & Institutional Banking
and **Noz Moyo-Majwabu** , Manager, Corporate & Institutional Banking
both of Auckland, New Zealand, Bank Officers, certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed us its attorneys.
2. A copy of the Deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508588.
3. That we have not received notice of any event revoking the power of attorney.

SIGNED at Auckland this 21st day of April 2015


Kieran Peter Ryan

SIGNED at Auckland this 21st day of April 2015


Noz Moyo-Majwabu



View Instrument Details

Instrument No 10543882.1
Status Registered
Date & Time Lodged 02 September 2016 14:54
Lodged By Singh, Babu Gyan
Instrument Type Order for New Certificate of Title



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers	Land District
720146	North Auckland
740035	North Auckland
740036	North Auckland
740037	North Auckland
740038	North Auckland
NA763/198	North Auckland

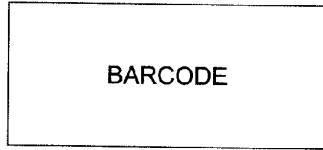
Annexure Schedule: Contains 4 Pages.

Signature

Signed by John Woolley as Registered Proprietor Representative on 02/09/2016 02:51 PM

*** End of Report ***

Order for new Computer Register



To the Registrar-General of Land
North Auckland

Please issue a new computer register in the name of

1. POKENO VILLAGE HOLDINGS LIMITED

for

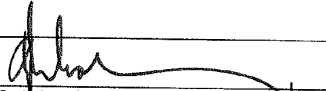
Lot(s)	Deposited Plan	Computer Register
16 to 18	498689	740035 to 740037
1006	498689	740038

being ~~*all/balance/part~~ of the land included in Computer Register(s)

720146 and NA763/198

for North Auckland Registration District

DATED this 17th day of August 2016


[Solicitor for] the Registered Proprietor

*Delete as appropriate

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 Section 238(2)

Page of Pages

Person giving consent	Capacity and Interest of Person giving consent <i>Surname must be underlined (eg Caveator under Caveat no)</i>
Waikato District Council	As Territorial Authority in charge of the Roads Surrounding the Land Comprised in Certificate of Title NA763/198

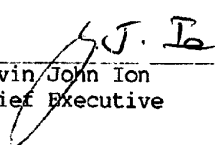

Consent
*Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required*

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

1. The deposit of Plan No. LT498689
2. The removal of the Limitation as to Parcels in relation to the land contained in Certificate of Title NA763/198
3. The issue of a guaranteed title for the land currently contained in Certificate of Title NA763/198

Dated this 30th day of August 2016

Attestation

 Gavin John Ion Chief Executive	Signed in my present by the Person giving consent
	 Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name <u>Tracey King</u> Occupation: <u>Executive Assistant</u> Address: <u>Hamilton</u>
Signature [Common seal] of Person giving consent	

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 Section 238(2)

Page of Pages

Person giving consent

Capacity and Interest of Person giving consent
Surname must be underlined (eg Caveator under Caveat no)

RAINBOW WATER LIMITED	As Registered Proprietor of Lot 2 Deposited Plan 199997 Certificate of Title NA128B/777
------------------------------	---

Consent

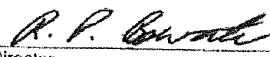
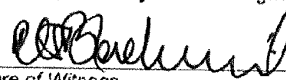
*Delete words in [] if inconsistent with the consent
 State full details of the matter for which consent is required*

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

1. The deposit of Plan No. LT498689
2. The removal of the Limitation as to Parcels in relation to the land contained in Certificate of Title NA763/198
3. The issue of a guaranteed title for the land currently contained in Certificate of Title NA763/198

Dated this 29th day of August 2016

Attestation

<p> _____ Director</p> <p>Director</p> <p>Signature [Common seal] of Person giving consent</p>	<p>Signed in my present by the Person giving consent</p> <p> _____ Signature of Witness</p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):</i></p> <p>Witness name Richard Holmes Blackwood Occupation: Barrister & Solicitor Address: Pukekohe New Zealand</p>
--	--

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 Section 238(2)

Page of Pages

Person giving consent

Capacity and Interest of Person giving consent
Surname must be underlined (eg Caveator under Caveat no)

RAINBOW WATER LIMITED	As Registered Proprietor of Lot 2 Deposited Plan 199997 Certificate of Title NA128B/777
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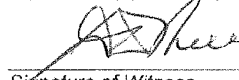
Consent

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

<p>[Without prejudice to the rights and powers existing under the interest of the person giving consent]</p> <p>the Person giving consent hereby consents to:</p> <ol style="list-style-type: none"> 1. The deposit of Plan No. LT498689 2. The removal of the Limitation as to Parcels in relation to the land contained in Certificate of Title NA763/198 3. The issue of a guaranteed title for the land currently contained in Certificate of Title NA763/198
--

Dated this	29 th	day of August	2016
------------	------------------	---------------	------

Attestation

 Director Director	Signed in my presence by the Person giving consent  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name Occupation: DAVID DOMINIC RICE Address: SOLICITOR PAPAURA
Signature [Common seal] of Person giving consent	



View Instrument Details

Instrument No 11073366.2
Status Registered
Date & Time Lodged 28 March 2018 17:02
Lodged By Singh, Babu Gyan
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
814202	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by John Woolley as Territorial Authority Representative on 28/03/2018 04:54 PM

*** End of Report ***

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



www.waikatodistrict.govt.nz

The Registrar General of Land
North Auckland Land Registry

IN THE MATTER

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

and

IN THE MATTER

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

I, GAVIN JOHN ION Chief Executive of the WAIKATO DISTRICT COUNCIL, hereby certify that the Waikato District Council has granted its consent to the subdivision shown on Deposited Plan 519003, (and being the land described in the First Schedule), subject to certain conditions, including the requirement that the Owner (as defined in the Act) comply on a continuing basis with the conditions set out in the Second Schedule and that this Notice be registered against the Computer Freehold Register for Lot 30 on Deposited Plan 519003.

First Schedule

Lot 2 on Deposited Plan 27188, Lots 5 and 6 on Deposited Plan 11496 and Lot 3 Deposited Plan 357421 being part of the land comprised and described in Computer Freehold Register 784838 and Section 3 Survey Office Plan 482298 being all of the land comprised and described in Computer Freehold Register 805867

Second Schedule

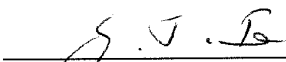
1. The Owners of Lot 30 shall, at the time of application for building consent, comply with the specific restrictions and recommendations for the construction of industrial buildings contained in the Geotechnical Completion Report prepared by Coffey Services (NZ) Limited, dated 12 March 2018, project number GENZAUCK14625AB titled "*DFH Joint Venture Limited Lot 30 Yashili Drive, Gateway Industrial Subdivision Stage 3, Pokeno*" ("the Geotechnical Completion Report"), unless a further Geotechnical Report compiled by a Geo-professional, is provided to, and approved by, the Council. A copy of the Geotechnical Completion Report can be obtained from the Waikato District Council.



www.waikatodistrict.govt.nz

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

DATED at Ngaruawahia this 15th day of March 2018



GAVIN JOHN ION
Chief Executive
SUB0215117 – Stage 3



View Instrument Details

Instrument No 11073366.3
Status Registered
Date & Time Lodged 28 March 2018 17:02
Lodged By Singh, Babu Gyan
Instrument Type Easement Instrument



Affected Computer Registers **Land District**
814202 North Auckland

Annexure Schedule: Contains 10 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 8699480.13 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 8699480.15 has consented to this transaction and I hold that consent

Signature

Signed by Dong-On Lee as Grantor Representative on 20/04/2018 03:53 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 Dong-On Lee as Grantee Representative on 20/04/2018 03:53 PM

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

Easement instrument to grant easement

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

Grantor

POKENO VILLAGE HOLDINGS LIMITED

Grantee

WAIKATO DISTRICT COUNCIL

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 Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (nature and extent) of easement	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or In gross
Right to Drain Sewage and Stormwater	"A", "B" and "C" on Deposited Plan 519003	814202	In gross

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

Continue in additional Annexure Schedule, if required

1. The implied rights and powers in Schedule 4 to the Land Transfer Regulations 2002 ("Regulation Schedule") are implied in this instrument and are varied by the provisions set out in Annexure Schedule 2.
2. Where there is a conflict between the provisions set out in Annexure Schedule 2 ("Modifications") and the provisions of the Regulation Schedule, the Modifications must prevail.

Annexure Schedule 2

Page of Pages*Insert instrument type***Easement instrument to grant easement***(continue in additional Annexure Schedule if required)***Right to Drain Stormwater**

1. Clause 4 of the Regulation Schedule is negatived as to subclauses (2) and (3) and in subclause (1):
 - (a) the words "from the dominant land" are omitted;
 - (b) the words "over, along and" are added before the word "through";
 - (c) the words "and to detain water as required upon" are inserted after the word "through";
 - (d) the words "by, including but not limited to, "piped drains" are added after the word "facility".
2. The easement facility (as that term is defined in the Regulation Schedule) referred to in this section is the easement facility laid or to be laid along the areas marked "A", "B" and "C" on Deposited Plan 519003, which the Grantee shall be responsible for repairing and maintaining so as to keep such easement facility in good order and repair and to prevent it from becoming a danger or nuisance.
3. Subject to the above and the rights and powers that apply to all easements created by this instrument, the rights and powers implied in the right to drain ~~stormwater~~ easement are those prescribed by the Regulation Schedule in respect of a right to drain water.

Right to Drain Sewage

1. The Grantee shall have the full free uninterrupted and unrestricted right at all times hereafter:
 - (a) to pump, convey and drain sewage in a free and unimpeded flow (except during periods of necessary cleaning and repairing) through the easement facility;
 - (b) to lay, make, construct, maintain, alter or repair the easement facility as the Grantee shall from time to time think fit.
2. The easement facility (as that term is defined in the Regulation Schedule) referred to in this section is the easement facility laid or to be laid along the areas marked "A", "B" and "C" on Deposited Plan 519003, which the Grantee shall be responsible for repairing and maintaining so as to keep such easement facility in good order and repair and to prevent it from becoming a danger or nuisance.

Annexure Schedule

Page of Pages*Insert instrument type***Easement instrument to grant easement**

3. Subclause (e) of the definition of "easement facility" in clause 1 of the Regulation Schedule is varied by adding the words "either of the same or different dimensions or materials whether at the same or different positions within the stipulated course or stipulated area and at the option of the Grantee may include pumping stations, metering and flow control devices of all types, telemetry and associated transmission and receiving equipment together with the right to convey electricity, telecommunication and computer media for the purposes of such monitoring and telemetry equipment" after the word "substitution".
4. Clause 5 of the Regulation Schedule is negated as to subclause (2) and in subclause (3) the words "as agreed by the Grantor at the time of installing the facility" are omitted.
5. Subject to the above and the rights and powers that apply to all easements created by this instrument, the rights and powers implied in the right to drain sewage easement are those prescribed by the Regulation Schedule in respect of a right to drain sewage.

Rights and Powers Applying to all Easements Created by this Instrument

1. The term of this easement is 1,000 years from the date of this Instrument.
2. Without derogating from clause 10(2) of the Regulation Schedule the Grantor shall not:
 - (a) grant any easement or any other right over the stipulated course or stipulated area without the prior written consent of the Grantee which the Grantee may refuse where, acting reasonably, it believes that the granting of such easement or other right may interfere with the rights granted pursuant to this Instrument; or may grant consent on such conditions as it may reasonably require including as to the depth and location of any pipes, cables for electricity, gas and communication to be laid on in or through the stipulated course or stipulated area.
 - (b) permit, cause or suffer, anything to be done 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 shall not, without the prior written consent of the Grantee:
 - (i) alter the ground surface or contour of the easement facility, stipulated course or stipulated area;
 - (ii) deposit any fill on the easement facility, stipulated course or stipulated area;
 - (iii) plant or grow any trees or shrubs or undertake any landscaping on the easement facility, stipulated course or stipulated area;

Annexure Schedule

Page of Pages*Insert Instrument type***Easement instrument to grant easement**

- (iv) build, construct, erect or place any building or structure (including any fence or gate) or pave or seal including the creation of carparking, on or within the easement facility, stipulated course or stipulated area;
 - (v) undertake any activity that will alter or impede the flow of water within, through or over the easement facility, stipulated course or stipulated area;
 - (c) The Grantor shall keep the easement facility, stipulated course or stipulated area clear and free at all times for the drainage of occasional flood waters.
3. Clause 11 of the Regulation Schedule is negatived. For the purpose of restoration of the surface after performing works on, or in the easement facility, the Grantee shall be required only to restore the surface soil and grass the same, and restore approved vehicle driveway and crossings to the standard prior to any such works.
4. For the purpose of performing any duty or in the exercise of any rights implied in this instrument, the Grantee may:
- (a) enter upon the servient land by the most practicable route from the nearest public street across any part of the servient land;
 - (b) remain on the servient land for a reasonable time for the purposes of completing any work;
 - (c) bring on to the servient land such materials, tools, equipment, machinery, vehicles or other things which may be necessary for the purposes of completing the necessary work;
 - (d) leave any vehicle or equipment on the servient land for a reasonable time if work is proceeding;
 - (e) sink and make trenches and shafts on the stipulated course or stipulated area;
 - (f) excavate any clay, gravel, shingle, stones and earth from the stipulated course or stipulated area;
 - (g) inspect, maintain, cleanse, repair, extend, remove, enlarge or replace the easement facility;
 - (h) generally do and perform such acts and things in or upon the stipulated area as may be necessary or proper for or in relation to any of the purposes of this Instrument.

Annexure Schedule

Page of Pages

Insert instrument type

Easement instrument to grant easement

5. The Grantee shall:

- (a) 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;
- (b) remove and carry away all surplus clay, gravel, shingle, stones and earth which may be excavated from the stipulated course or stipulated area;
- (c) repair and make good any damage which may be done to any fence, building or improvement, or to any part of the Grantor's land, in the exercise by the Grantee of any of the rights granted by this Instrument but the Grantee shall not be responsible for the cost of removing or damaging any fence, building or improvements or trees upon, or any tree roots growing within, the stipulated course or stipulated area, as prohibited under clause 2.

6. The easement facility and any other structures, plant or equipment erected or installed by the Grantee on the stipulated course or stipulated area shall be the property of the Grantee.

7. Nothing contained or implied in this Instrument shall be construed so as:

- (a) to compel the Grantee to exercise all or any of the rights granted by this Easement Instrument at any time and the Grantee may commence, discontinue or resume the exercise of all or any such rights at will;
- (b) to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by statute.

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 Section 238(2)

Page of Pages

Person giving consent

Capacity and Interest of Person giving consent
Surname must be underlined (eg Caveator under Caveat no)

BANK OF NEW ZEALAND	As Mortgagee under Memorandum of Mortgage No. 8699480.13
----------------------------	--



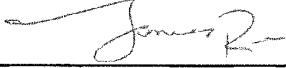
Consent

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

<p>[Without prejudice to the rights and powers existing under the interest of the person giving consent]</p> <p>the Person giving consent hereby consents to:</p> <ol style="list-style-type: none"> 1. Deposit of Plan LT 519003 2. Easement Instrument in favour of Countries Power Limited being Right to Convey Electricity 3. Easement Instrument in favour of Waikato District Council being Right to Drain Sewage and Storm Water 4. Easement Instrument creating General Scheme Covenant
--

Dated this	27 th	day of	February	2018
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Attestation

 <p style="text-align: center;">Kieran Peter Ryan</p>  <p style="text-align: center;">Alexander Carl Munkowits</p>	<p>Signed in my present by the Person giving consent</p>  <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed):</p> <p>Witness name James Robert Gordon Ross</p> <p>Occupation: Banker</p> <p>Address: Queen St. Auckland</p>
<p>Signature [Common seal] of Person giving consent</p>	



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

We, **Kieran Peter Ryan**, Client Director
and **Alexander Carl Munkowits**, Senior Associate, Institutional Banking
both of Auckland, New Zealand, Bank Officers, certify:

1. That by deed dated 8 May 2015, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed us its attorneys.
2. A copy of the deed is deposited with Land Information New Zealand under number PA 10097085.1.
3. That we have not received notice of any event revoking the power of attorney.

SIGNED at Auckland this 27th day of February 2018


Kieran Peter Ryan

SIGNED at Auckland this 27th day of February 2018


Alexander Carl Munkowits

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 Section 238(2)

Page of Pages

Person giving consent

Capacity and Interest of Person giving consent
Surname must be underlined (eg Caveator under Caveat no)

BANK OF NEW ZEALAND

As Mortgagee under Memorandum of
 Mortgage No. 8699480.15

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:

1. Deposit of Plan LT 519003
2. Easement Instrument in favour of Countries Power Limited being Right to Convey Electricity
3. Easement Instrument in favour of Waikato District Council being Right to Drain Sewage and Storm Water
4. Easement Instrument creating General Scheme Covenant

Dated this

27th

day of

February

2018

Attestation


 Kieran Peter Ryan

Signed in my present by the Person giving consent



Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed):

Witness name James Robert Gordon Ross

Occupation: **Banker**

Address: Queen St. Auckland


 Alexander Carl Munkowits

Signature [Common seal]
 of Person giving consent



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

We, **Kieran Peter Ryan**, Client Director
and **Alexander Carl Munkowits**, Senior Associate, Institutional Banking
both of Auckland, New Zealand, Bank Officers, certify:

1. That by deed dated 8 May 2015, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed us its attorneys.
2. A copy of the deed is deposited with Land Information New Zealand under number PA 10097085.1.
3. That we have not received notice of any event revoking the power of attorney.

SIGNED at Auckland this 27th day of February 2018


Kieran Peter Ryan

SIGNED at Auckland this 27th day of February 2018


Alexander Carl Munkowits



View Instrument Details

Instrument No 11073366.4
Status Registered
Date & Time Lodged 28 March 2018 17:02
Lodged By Singh, Babu Gyan
Instrument Type Easement Instrument



Affected Computer Registers **Land District**
814202 North Auckland

Annexure Schedule: Contains 12 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 8699480.13 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 8699480.15 has consented to this transaction and I hold that consent

Signature

Signed by John Woolley as Grantor Representative on 28/03/2018 04:56 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 John Woolley as Grantee Representative on 28/03/2018 04:57 PM

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

(ELECTRICITY KIOSK EASEMENT)

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

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

Grantor

POKENO VILLAGE HOLDINGS LIMITED

Grantee

COUNTIES POWER LIMITED

Grant of Easement or *Profit à prendre* or Creation of 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)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to convey electricity	"B" on DP519003	814202	In gross

(ELECTRICITY KIOSK EASEMENT)

Form B - continued

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 2002 and/or Schedule Five of the Property Law Act 2007

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

[~~Memorandum number #9=memorandum no (in figures) (if there is no number just leave a blank space)#, registered under section 155A of the Land Transfer Act 1952~~]

[the provisions set out in the Annexure Schedule]

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 #10=memorandum no (in figures) (if there is no number just leave a blank space)#, registered under section 155A of the Land Transfer Act 1952~~]

[the Annexure Schedule]

Form L

Annexure Schedule

Page 3 of 8 Pages

Insert instrument type

Easement Instrument to grant easement or profit a prendre, or create land covenant

Continue in additional Annexure Schedule, if required

**Annexure Schedule
Electricity Kiosk Easement**

1. DEFINITIONS

1.1 Additional Terms

"**Easement Area**" – means that part of the Land referred to in Schedule A.

"**Electrical works**" means all Lines, Works, Existing Works, Fittings and Associated Equipment, as those terms are defined in the Electricity Act and which are owned by the Grantee as Line Owner.

"**Electricity Act**" means the Electricity Act 1992;

"**Existing Works, Lines, Line Owner and Works**" have the same meanings as ascribed in the Electricity Act.

"**Grantee**" means Counties Power Limited and includes all its subsidiaries (within the meaning of sections 5 and 6 of the Companies Act 1993) and its successors and assignees and licensees, but does not include its tenants;

"**Grantor**" means the registered proprietor of the Land and their heirs, executors, administrators and assigns;

"**Land**" means the land owned by the Grantor and contained in Unique Identifier 814202 as referred to in Schedule A;

"**Normal Operating Voltage**" means voltage up to 22 kilovolts subject to usual operational variations and fluctuations;

"**Regulations**" means the regulations set out in the Fourth Schedule Land Transfer Regulations 2002;

"**Transformer**" means a transformer and any associated Works and an enclosure or kiosk erected by the Grantee above ground but does not include any poles or overhead lines.

Form L

Annexure Schedule

Page 4 of 8 Pages

Insert instrument type

Easement instrument to grant easement or profit a prendre, or create land covenant

Continue in additional Annexure Schedule, if required

1.2	Statutes: A reference to any statute or section of any statute or regulation includes any enactment or amendment or substitution for such statute, section or regulation;
1.3	Terms in Regulations: Terms which are defined in the Regulations have the meaning set out in the Regulations and are deemed imputed into this Instrument;
1.4	Terms in the Act: Terms which are defined in the Electricity Act are deemed imputed into this Instrument where such terms are used.
2.	GRANT OF ESTATE OR INTEREST AND MODIFICATION OF REGULATIONS
2.1	Terms: The terms of this Instrument are:
2.1.1	in addition to and not in substitution for any statutory rights and authorities which the Grantee may have at any time in respect of the Land under the Electricity Act; and
2.1.2	in addition to those rights and powers contained in the Regulations; and
2.1.3	where the terms of this Instrument are in conflict with either the Electricity Act or the Regulations, the terms of this Instrument will prevail.
2.2	Additional Terms Granted: In addition to the above rights and powers, the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times:
2.2.1	to install or construct the Electrical works over, along and through the Easement Area in accordance with the Regulations, provided however the Grantee will construct and install any Lines or Works that form part of the Electrical works so that:
(a)	they comply at all times with the requirements of the Electricity Act; and

Form L

Annexure Schedule

Page 5 of 8 Pages

Insert instrument type

Easement Instrument to grant easement or profit a prendre, or create land covenant

Continue in additional Annexure Schedule, if required

- (b) other than for the Transformer, they are underneath the surface of the ground of the Easement Area and are installed at a sufficient depth to comply with any safety regulations for underground lines; and
 - (c) the Grantee will ensure that the Lines and Works installed underground are clearly marked or identified in a manner so as to ensure compliance with any statutory regulations; and
 - (d) the Transformer is installed partly above ground and partly below ground on the stipulated course.
- 2.2.2 to enter and remain upon the Land in the manner as set out in the Regulations for the purposes set out in clause 2.2.1 and for the purposes of maintenance, repair, or replacement and to generally do and perform such acts upon the Easement Area and as otherwise may be necessary to enable the Grantee to receive the full free use and enjoyment of the rights and privileges granted under this Instrument;
- 2.2.3 to have, following the construction or installation of the Electrical works, the same rights in respect of the Electrical works and the Land as it would have under the Electricity Act to inspect, operate, maintain, upgrade and use the Lines and Works that comprise part of the Electrical works, once constructed, installed or erected, as if they were "Existing Works" under the Electricity Act provided however;
- (a) in using any Lines or Works the Grantee will (subject to its rights under the Electricity Act) ensure in respect of any Line that it is used so as not to exceed the Normal Operating Voltage; and
 - (b) the Existing Works other than the Transformer are installed underground in the manner set out in clause 2.2.1(b).

Form L

Annexure Schedule

Page 6 of 8 Pages

insert instrument type

Easement Instrument to grant easement or profit a prendre, or create land covenant

Continue in additional Annexure Schedule, if required

2.2.4 subject to the Grantee's obligations under this Instrument the right for the Grantee to use any existing gate in any boundary fence or other fence to move through the Land to the Easement Area, or between the Land and any adjacent land, or where no suitable gate exists, the Grantee may at its cost install steel framed gates in such fences and use them for this purpose. The Grantee will ensure that any gate it uses in accessing the Land or any adjoining land is left in the same condition as it was found, that is open, closed or locked;

Provided however that nothing herein shall compel the Grantee to exercise the above rights at any time.

2.3 **Access:** The Grantee must before exercising the right of entry in clause 2.2.2:

2.3.1 Make reasonable efforts to identify the Land owner or the Land occupier;

2.3.2 Give notice to the Land owner or the Land occupier in accordance with the Electricity Act;

2.3.3 Identify the work it intends to carry out.

The Grantor is not required by reason of the obligations in this clause to delay entry onto the Land from the date notified.

2.4 The Grantee, in entering the Land, will take reasonable steps to minimise inconvenience to the Land owner or the Land occupier, including:

2.4.1 The time of entry (unless this is not possible due to an emergency situation);

2.4.2 Leaving gates as they are found;

2.4.3 Driving in a safe manner and taking reasonable steps not to disturb stock; and

2.4.4 Avoiding access through specific areas identified by the Grantor unless necessary to access the Electrical Works.

The Grantee is not required to delay entry onto the Land or to pay any money or other consideration by reason of the obligations in this clause.

<p>2.5</p> <p>2.5.1</p> <p>2.5.2</p> <p>3</p> <p>3.1</p> <p>3.1.1</p> <p>3.1.2</p> <p>3.1.3</p> <p>3.1.4</p> <p>3.1.5</p> <p>3.2</p> <p>4.</p> <p>5.</p> <p>6.</p>	<p>When obtaining access to the Easement Area, the Grantee will:</p> <p>Complete the Electrical Works as soon as possible with as little damage as possible to the Land and any vegetation, fences or improvements on it; and</p> <p>Repair and make good all damage caused by the Grantee or the Grantee's Authorised Persons.</p> <p>GRANTOR'S OBLIGATIONS</p> <p>The Grantor will not, without the prior written permission of the Grantee (which will not be unreasonably withheld):</p> <p>On the Easement Area, or within the minimum distance from the Electrical Works as advised by the Grantee (having regard to the relevant codes of practice and statutory or regulatory requirements applicable from time to time), construct or permit the construction of any walls, buildings or structures, or carry out any earthworks or stockpiling, or remove or permit the removal of any soil, substance or material, or plant or permit to be planted any trees or other vegetation;</p> <p>Construct or permit the construction of any roads or driveways on the Easement Area except where the easement is over an access or right of way;</p> <p>Do or allow anything to be done which would interrupt or restrict the transmission of electrical energy or interfere with or affect the other rights of the Grantee under this easement;</p> <p>Impede the Grantee's access over the Land or the Easement Area to the Electrical Works.</p> <p>Erect fencing or gates on any part of the Easement Area or within the minimum distance from the Electrical Works as advised by the Grantee (having regard to the relevant codes of practice and statutory regulatory requirements applicable from time to time).</p> <p>The Grantor must not knowingly cause or permit flooding of the Easement Area.</p> <p>MAINTENANCE</p> <p>The Grantee is responsible for maintaining the Electrical Works in the Easement Area so that they do not become a nuisance or a danger.</p> <p>RIGHT OF GRANTEE TO LICENCE</p> <p>The Grantee may transfer, assign or licence all or any part of its estate or interest in the Land created by this Instrument and may grant any licence or right in respect of any such estate or interest.</p> <p>RETENTION OF OWNERSHIP</p> <p>Notwithstanding the degree of annexation of any part of the Easement facility to the Land, the Grantor acknowledges and agrees with the Grantee that the</p>
--	--

Electrical works remain in the ownership of the Grantee. No person, company, or other party has an interest in the Electrical works by reason only of having an interest in the Land

7. **DISPUTES**

If any dispute arises between the Grantor and the Grantee about the interpretation of this Instrument or the parties' rights and obligations under this Instrument which cannot be resolved by negotiation, the parties will submit the dispute for resolution in accordance with the dispute resolution requirements set out in the Regulations subject to the following modifications:

7.1 **Award of Costs:** If the dispute should proceed to arbitration, the arbitral tribunal shall determine the issue of payment of costs as calculated on a solicitor to client basis; and

7.2 **Right of Appeal:** Either the Grantor or the Grantee may appeal to the High Court or any other court of competent jurisdiction on any question of law arising out of any award made by the arbitral tribunal.

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 Section 238(2)

Page of Pages

Person giving consent

Capacity and Interest of Person giving consent
Surname must be underlined (eg Caveator under Caveat no)

BANK OF NEW ZEALAND	As Mortgagee under Memorandum of Mortgage No. 8699480.13
----------------------------	--



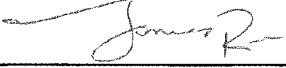
Consent

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

<p>[Without prejudice to the rights and powers existing under the interest of the person giving consent]</p> <p>the Person giving consent hereby consents to:</p> <ol style="list-style-type: none"> 1. Deposit of Plan LT 519003 2. Easement Instrument in favour of Countries Power Limited being Right to Convey Electricity 3. Easement Instrument in favour of Waikato District Council being Right to Drain Sewage and Storm Water 4. Easement Instrument creating General Scheme Covenant
--

Dated this	27 th	day of	February	2018
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Attestation

<p style="text-align: center;"> Kieran Peter Ryan</p> <p style="text-align: center;"> Alexander Carl Munkowits</p> <p style="text-align: center;">Signature [Common seal] of Person giving consent</p>	<p>Signed in my present by the Person giving consent</p> <p style="text-align: center;"></p> <p><i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):</i></p> <p>Witness name James Robert Gordon Ross</p> <p>Occupation: Banker</p> <p>Address: Queen St. Auckland</p>
--	--



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

We, **Kieran Peter Ryan**, Client Director
and **Alexander Carl Munkowits**, Senior Associate, Institutional Banking
both of Auckland, New Zealand, Bank Officers, certify:

1. That by deed dated 8 May 2015, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed us its attorneys.
2. A copy of the deed is deposited with Land Information New Zealand under number PA 10097085.1.
3. That we have not received notice of any event revoking the power of attorney.

SIGNED at Auckland this 27th day of February 2018


Kieran Peter Ryan

SIGNED at Auckland this 27th day of February 2018


Alexander Carl Munkowits

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 Section 238(2)

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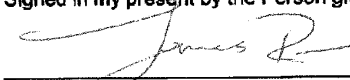
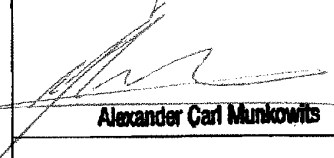
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Dated this 27th day of February 2018

Attestation

 Kieran Peter Ryan	Signed in my present by the Person giving consent  <i>Signature of Witness</i>
	<i>Witness to complete in BLOCK letters (unless legibly printed):</i> Witness name James Robert Gordon Ross Occupation: Banker Address: Queen St. Auckland
 Alexander Carl Munkowits	
Signature [Common seal] of Person giving consent	




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SIGNED at Auckland this 27th day of February 2018


Kieran Peter Ryan

SIGNED at Auckland this 27th day of February 2018


Alexander Carl Munkowits

View Instrument Details



Instrument No 11073366.5
Status Registered
Date & Time Lodged 28 March 2018 17:02
Lodged By Singh, Babu Gyan
Instrument Type Easement Instrument



Affected Computer Registers	Land District
629614	North Auckland
651386	North Auckland
814202	North Auckland

Annexure Schedule: Contains 11 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 8699480.13 has consented to this transaction and I hold that consent
- Mortgage 10724147.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required
- I certify that the Mortgagee under Mortgage 8699480.15 has consented to this transaction and I hold that consent

Signature

Signed by Dong-On Lee as Grantor Representative on 20/04/2018 03:54 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 Dong-On Lee as Grantee Representative on 20/04/2018 04:06 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*, or create land covenant

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

Grantor

POKENO VILLAGE HOLDINGS LIMITED

Grantee

**POKENO VILLAGE HOLDINGS LIMITED AND
YASHILI NEW ZEALAND DAIRY CO., LIMITED**

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenant	(Refer to Schedules A and C in attached annexure schedule 2)		

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 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby **[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 _____]

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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]

ANNEXURE SCHEDULE 2

The Grantor when registered proprietor of the land formerly contained in Unique Identifiers 784838 and 805867 subdivided the land into lots in the manner shown and defined on Deposited Plan 519003 ("the Plan").

It is the Grantor's intention to create a high quality industrial subdivision. To enable this to occur it is the Grantor's intention to create for the benefit of the land set out in Schedule A ("the Benefiting Lots") the land covenant set out in Schedule B over the land set out in Schedule C ("the Covenanting Lots").

And so as to bind the Covenanting Lots and for the benefit of the respective Benefiting Lots the Grantor **COVENANTS AND AGREES** in the manner set out in Schedule B so that the covenant runs with the Covenanting Lots set out in Schedule C for the benefit of Pokeno and each of the respective Benefiting Lots as described in Schedule A and in respect of the Yashili Covenants, for the benefit of Yashili and the Yashili Lot.

SCHEDULE A (Benefiting Lots/Dominant Tenement)

Lot Numbers	Certificates of Title
30 DP519003	814202
1 on DP464145	629614(Yashili Lot)
8 on DP474115	651386

SCHEDULE B

1. Intent of Scheme

1.1 The Grantor and the Grantee acknowledge and accept that:

The lots are or will be subject to a building scheme which will run with the land, applicable to and for the benefit of all the lots; and so that the owners and occupiers for the time being of each of the Covenanting Lots will be bound by the stipulations and restrictions contained in the covenants set out in this schedule.

2. Definitions

2.1 In this covenant unless the context otherwise requires:

"Design Guidelines" means the design guidelines for use and development of the Lot and the Land made from time to time;

"Land" means all of the land contained in Certificates of Title 784838 and 805867 and includes all lots created from the subdivision of the land contained in those Certificates of Title;

"Lot" or **"Lots"** means any or all of the Lots referred to in Schedules A and C;

"Pokeno" means Pokeno Village Holdings Limited and includes its successors or nominated assigns and includes any appointed agent of Pokeno;

"Pokeno Subdivision" means the subdivision of the Land into an industrial (including commercial and trade/yard based retail) development comprising the Lots and further lots to be subdivided in staged development phases;

"Territorial Authority" means the Waikato District Council or any other authority having jurisdiction over the Land;

"Yashili" means Yashili New Zealand Dairy Co., Limited and includes its successors or nominated assigns as owner and occupier of the Yashili lot;

"Yashili's Business" means the business currently proposed by Yashili as a milk processing plant for paediatric milk formula products and nutrition food;

"Yashili Consents" means all consents required from the Territorial Authority and regulatory or statutory consents or approvals required to enable Yashili to carry out Yashili's Business and for the avoidance of doubt includes but is not limited to all land use consents, building consents and discharge consents required for these purposes;

"Yashili Covenants" means the covenants for the benefit of Yashili in clause 7 of this instrument;

"Yashili Lot" means Lot 1 Deposited Plan 464145.

3. Grantor's Covenants

3.1 The Grantor, for itself and its successors in title, covenants with and for the benefit of Pokeno (and in respect of the Yashili Covenants, Yashili) and all and any of:

- (a) The Grantee and its successors in title; and
- (b) The registered proprietors for the time being of the Benefiting Lots (including the Yashili Lot in respect of the Yashili Covenants), as set out in this document.

3.2 Pokeno reserves the right at any time to waive any of these covenants (but not the Yashili Covenants) and if called upon to do so the Grantee will sign any documentation required to give effect to this waiver and/or variation.

4. Building Scheme

4.1 The Grantor will not:

- (a) Erect or place or permit to be erected or placed on any Lot any structure not constructed in accordance with the Design Guidelines.
- (b) Erect or place or permit to be erected or placed on any Lot any building, office or structure or landscaping of any Lot without first obtaining the approval to the layout plans and construction materials thereof in compliance with the Design Guidelines.

- (c) Erect or place or permit or cause to be erected or placed upon any Lot any temporary building or structure whether purpose built or previously erected on other land except as may be necessary during the construction of permanent buildings provided that all temporary buildings or structures will be removed from their Lot upon completion of the permanent buildings. The Grantor shall not permit or suffer on the Lot any bus, caravan, trailer or similar that is parked on anything other than a hardstand area.

4.2 In administering the Design Guidelines Pokeno must act reasonably and have regard to the role of the Design Committee which is to ensure the quality of the Pokeno Subdivision is maintained as a high quality and attractive business park.

5. Property Use

5.1 The Grantor shall:

- (a) Only use any buildings on the Lot for industrial (including commercial and trade/yard based retail) purposes or other permitted activity authorised under the district plan after buildings have been substantially completed in accordance with the terms of this covenant including a final signoff by Pokeno or its appointed agent and the requirements of the Territorial Authority;
- (b) Complete the landscaping of the Lot in accordance with plans preapproved by Pokeno prior to using any buildings on the Lot for industrial (including commercial and trade/yard based retail) purposes or other permitted activity by providing lawns and/or paving, trees and shrubs;
- (c) Ensure that upon completion of any building on the Lot and prior to use of any building for industrial (including commercial and trade/yard based retail) purposes or other permitted activity:
 - (i) Any concrete on the footpath, kerb or driveway is reinstated to the same standard specification required by Pokeno of all Lots within the subdivision;
 - (ii) Ensure that any kerb entrance crossing shall be reinstated to the original saw cuts and kerb details as per the Territorial Authority's specifications;
 - (iii) At all times comply with any plans, conditions, consents or similar imposed on it by any Territorial Authority.

6. No Opposition

6.1 The Grantor shall not oppose, frustrate, object to, nor take any action or encourage others to oppose, frustrate, object or take any action that might, in any way, prevent or hinder Pokeno and/or the Territorial Authority from progressing or completing the Pokeno Subdivision. This covenant extends to and includes (but is not limited to) development planning, zone changes, resource consents, consent authority or Environment Court applications, building consent matters, any other consents, earthworks, developments and general work. The benefit of this covenant applies to any adjoining or neighbouring properties now or hereafter owned by Pokeno.

6.2 The Grantor will at the request of Pokeno provide written consents to any of the applications or matters referred to above, and to dispensations or consents required therewith or to progress and complete the Pokeno subdivision.

6.3 Notwithstanding any rights or powers granted or available to either the Grantor or the Grantee pursuant to the Resource Management Act 1991, the Land Transfer Act 1952 or the Property Law Act 2007, each of the Grantor and the Grantee (to the extent permitted by law) irrevocably waive in favour of Pokeno any rights of objection, requisition or requirement to provide consent in relation to the Pokeno Subdivision and by their execution of this Instrument irrevocably consent to any vesting, dedication, disposition or other dealing in relation to the Pokeno Subdivision. The provisions of this clause shall extend solely to Pokeno and shall be binding on the Grantor's and the Grantee's successors in title.

7. Yashili Covenants

7.1 The Grantor shall not directly or indirectly by cooperating with or assisting others lodge or submit or permit to be lodged or submitted with the Territorial Authority or any Court any objection to any application by Yashili for any Yashili Consents.

7.2 The Grantor must if required by Yashili provide its consent to any application by Yashili for any Yashili Consents.

7.3 The Grantor must not use, allow the use of, carry on or allow to be carried on any activity on the Land that may or will adversely impact on the operation of Yashili's Business. It is accepted that Yashili's Business is highly sensitive to certain activities which include air and water discharges.

7.4 Pokeno must if required by Yashili provide all reasonable assistance and cooperation as may be required by Yashili so as to enable Yashili to establish and carry on Yashili's Business.

7.5 Pokeno must keep, maintain and continue to promote the Land as a modern, well designed, prestigious, high quality and sought after industrial subdivision and must not carry on or allow any activity to be carried on the land that in any way detracts from this.

8. Fencing

8.1 Pokeno shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the Lot and any adjacent land of Pokeno but this provision shall not enure for the benefit of any subsequent purchaser or proprietor of the adjacent land.

9. Breach

9.1 If there is any breach or non-observance by the Grantor of any of the stipulations or restrictions contained in these covenants, then without prejudice to any other liability which the Grantor may have to Pokeno, Yashili (where applicable) or any other person or persons having the benefit of these covenants, the Grantor will upon written demand made by all or any of Pokeno, Yashili (where applicable) or any of the owners of the Benefiting Lots:

- (a) Immediately remedy the breach or non-observance;

- (b) Remove or cause to be removed any building or other structure erected or placed on any Lot in breach or non-observance of the foregoing covenants;
 - (c) Replace any building materials used in breach or non-observance of the covenants; and
 - (d) In addition pay to the person making such demand as liquidated damages the sum of \$250.00 per day for every day or part day that such breach or non-observance continues from and after the date upon which written demand is made provided that, where the Grantor is in breach of more than one provision of this covenant, the Grantor will not be liable under this provision to pay in the aggregate an amount in excess of \$250.00 per day during the continuance of the breach (or non-observance). The Grantor and Grantee agree that the sum of \$250.00 per day represents a genuine and realistic pre-estimation by them of the actual loss suffered by the person making demand.
- 9.2** In the event of any dispute which cannot be resolved by agreement between Pokeno, Yashili (where applicable) (or other owner of a Benefiting Lot or Dominant Tenement) and the Grantor as to any matter relating to the abovementioned restrictive covenants, the same shall be resolved by arbitration under the provisions of the Arbitration Act 1996 or any Act passed in substitution or amendment thereof by a single arbitrator appointed for that purpose by the nominee of the president of the New Zealand Law Society and the decision of that arbitrator shall be final and binding on the parties.
- 9.3** There shall be no obligation on Pokeno, Yashili (where applicable) or any other person or persons having the benefit of these covenants to take any steps to enforce these covenants.
- 9.4** If there is more than one Grantor for any servient lot the liability of the Grantors for the servient lot shall be joint and several.

SCHEDULE C
(Covenanting Lots/Servient Tenement)

Lot Numbers	Certificate of Title
30 DP519003	814202
8 on DP474115	651386

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 Section 238(2)

Page of Pages

Person giving consent Capacity and Interest of Person giving consent
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As Mortgagee under Memorandum of Mortgage No. 8699480.13

Consent

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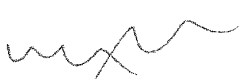

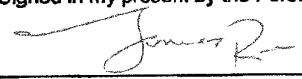
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3. Easement Instrument in favour of Waikato District Council being Right to Drain Sewage and Storm Water
4. Easement Instrument creating General Scheme Covenant

Dated this 27th day of February 2018

Attestation

 Kieran Peter Ryan  Alexander Carl Munkowits Signature [Common seal] of Person giving consent	Signed in my present by the Person giving consent  <hr/> Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name James Robert Gordon Ross Occupation: Banker Address: Queen St. Auckland
--	--



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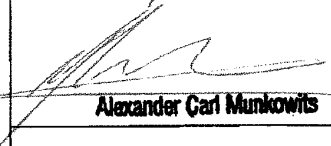

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SIGNED at Auckland this 27th day of February 2018


Kieran Peter Ryan

SIGNED at Auckland this 27th day of February 2018


Alexander Carl Munkowits

TRANSFER
Land Transfer Act 1952

D492476-S,
TE.



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

SOUTH AUCKLAND

Certificate of Title No. All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

106D	727	All	
------	-----	-----	--

Transferor Sumames must be underlined or in CAPITALS

David Scott HALL and Glenda Doris HALL

Transferee Sumames must be underlined or in CAPITALS

Jee Hing LEE

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

Fee simple together with electricity, telephone easements and a right of way easement (continued on attached annexure schedules)

Consideration

\$315,000.00 (plus GST)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 23rd day of March 2000

Attestation

<p><i>S. Hall</i></p> <p>David Scott Hall</p> <hr/> <p><i>GD Hall</i></p> <p>Glenda Doris Hall</p> <hr/> <p>Signature, or common seal of Transferor</p>	<p>Signed in my presence by the Transferor Signature of Witness</p> <p><i>[Signature]</i></p> <hr/> <p>Witness to complete in BLOCK letters (unless typewritten or legibly stamped)</p> <p>Witness name <u>J. C. DAWSON</u></p> <p>Occupation <u>SOLICITOR</u></p> <p>Address <u>AUCKLAND</u></p>
---	---

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

[Signature]
Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

23.3.2009

Page

1

of

4

Pages



Continuation of "Estate or Easement to be created"

(a) Electricity Easement. The Transferor grants to the Transferee an easement ("electricity easement") over that part of the Transferor's land contained in Certificate of Title 105B/501 marked "B" on deposited plan 174152 ("the First Land") to be forever appurtenant to the land in Certificate of Title 106D/727 ("the Second Land") (in common with the Transferor and all other persons having the like right) to lead and convey electricity and electric impulses without interruption or impediment (except any period of necessary renewal and/or repair) from the public street adjoining the First Land by means of conduits, cables for pipes laid or to be laid under the surface of and through the soil of the First Land to the Second Land; and

For the above purposes the above Transferee and other authorised persons shall have the right;

- (a) To enter and reenter on the First Land on foot or by reasonably mode of transport;
(b) To take onto the First Land all necessary tools, materials, machinery and equipment;
(c) To carry out on the First Land such works as are required for the exercise of the powers and authorities hereby granted;

together with the right of ingress and egress or regress across the First Land for the purposes of the electricity easement from the public street to the Second Land.

(b) Telephone Easement. The Transferor grants to the Transferee an easement ("telephone easement") over the First Land (marked "B") on deposited plan 174152 to be forever appurtenant to the Second Land (in common with the Transferor and all other persons having the like right) to convey telephone and similar services without interruption or impediment (except during any periods of necessary renewal and/or repair) from the public street adjoining the First Land by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the First Land to the Second Land; and

For the above purposes the Transferee and other authorised persons shall have the right:

- (a) To enter and reenter on the First Land on foot or by reasonable mode of transport;
(b) To take onto the First Land all necessary tools, material, machinery and equipment;
(c) To carry out on the First Land such works as are required for the exercise of the powers and authorities hereby granted;

together with the right of ingress and egress or regress across the First Land for the purposes of the telephone easement from the public street to the Second Land.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

J. H.

[Signature]

J. C. O.

[Signature]

Annexure Schedule



Insert below

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

Transfer *and easement*

Dated

23.3.2000

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(c) **Right of Way.** The Transferor grants to the Transferee an easement of right of way ("right of way easement") over the First Land (marked "B") on deposited plan 174152 to be forever appurtenant to the Second Land with the following rights and powers:

- (a) The Transferee and other authorised persons have the right (in common with the Transferor and other authorised persons) to pass and repass on foot with or without domestic (including farming) animals of any kind; and
- (b) With motor and other vehicles laden and unladen, machinery and implements of any kind;

For all purposes connected with the use and enjoyment of the Second Land over and along area B.

Terms, Conditions, Covenants or Restrictions in respect of the above Easements

1. **Electricity Easement.** The dominant owner shall be responsible for arranging the installation of the electricity supply and the repair and maintenance of the supply so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or nuisance.
2. **Telephone Easement.** The dominant owner shall be responsible for arranging the installation of the telephone service and the repair and maintenance of the telephone service so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance.
3. **Right of Way Easement.** The dominant owner shall be responsible for arranging the formation, service and repair and maintenance of the right of way so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or nuisance.
4. **General (in relation to all easements).**
 - 4.1 In relation to all easements in this transfer:
 - (a) The dominant owner will in exercise of the rights and powers hereby granted take reasonable and proper care not to damage any property on the easements;
 - (b) On completion of any works by the dominant owner pursuant to an easement when the dominant owner was required to open up the surface of the easement, the dominant owner shall restore the surface of the easement as nearly as possible to its former condition and replace the soil at the surface and turf (if any);

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S. H. *EPD* *J. C. O.* *AC*

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer *and easement*

Dated 23.3.2000

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- (c) The dominant owner will repair any damage to fences, drains or other improvements in the vicinity of the easements caused by the dominant owner carrying out any works on the easements;
- (d) The servient owner shall not permit the growth of any trees, shrubs or other vegetation or the erection or establishment of any structure whatsoever on the easements which:
 - (i) in the reasonable opinion of the dominant owner may impede an easement;
 - (ii) endanger or cause nuisance to the easements or persons working on an easement in the course of their duties;
 - (iii) transgress any bylaw or any statutory regulation relating to any works on an easement;
- (e) Except as otherwise provided herein the cost of any repair and maintenance on the easements shall be borne by the dominant owner and other authorised persons and the servient owner and other authorised persons in proportion to their use;
- (f) Any dispute as to the terms or the interpretation of these easements shall be referred to a single arbitrator if one can be agreed upon, otherwise two arbitrators, one to be appointed by each party and their umpire to be appointed before proceeding in the reference pursuant to the provisions of the Arbitration Act 1996 and any amendments thereto;

4.2 The parties agree that the following definitions shall apply in this transfer:

"Dominant Owner" means any or all registered proprietors of land having the benefit of an easement in relation to that easement.

"Other Authorised Persons" means the agents, employees, contractors, tenants, licensees and invitees of the person and all other persons authorised or invited by the person to enjoy the relevant easement and where the context so admits means any of such persons.

"Servient Owner" means any or all registered proprietors of a servient land subject to an easement in relation to that easement

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J.H. L.P.J. J.C.O. [Signature]

Annexure Schedule



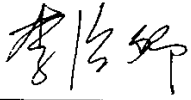
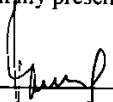
Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer *and easement*

Dated 23.3.2000

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Continuation of "ATTESTATION"

 Jee Hing Lee	Signed in my presence by the Transferee 
	Witness to complete in BLOCK letters below (unless typewritten or legibly stamped) Witness Name: JANE WONG Occupation: LEGAL EXECUTIVE TO LEO & KOO SOLICITORS Address: AUCKLAND
Signature(s) of Transferee	

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J.H. eph jco 李

Approved by Registrar-General
of Land under No. 1995/1004EF



TRANSFER

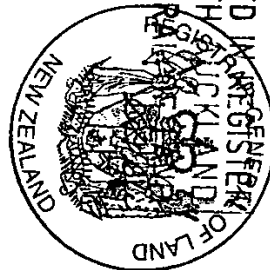
Land Transfer Act 1952

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PARTICULARS ENTERED IN THE GENERAL
LAND REGISTRY NORTH ISLAND
for REGISTRAR-GENERAL OF LAND
1062/727
1058/501



Law Firm Acting
MARTELLI McKEGG WELLS & CORMACK SOLICITORS AUCKLAND
LOO & KOO SOLICITORS AUCKLAND

Auckland District Law Society
REF: 4135 /4

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