

STEVENSON AGGREGATES LTD – DRURY QUARRY: SUTTON BLOCK EXPANSION

REGISTERED INTERESTS SUMMARY TABLE

Instrument No.	Type of Instrument	Date Instrument registered	Applicable SAL title	Requirements	Implications from Sutton Block application
B967668.6	Land Covenant	15 March 1989	779147	<p>Affects Lot 1 DP 12667 only.</p> <p>For 999 years from 18 January 1989:</p> <ul style="list-style-type: none">SAL shall not cut down, damaged, or destroyed the native bush in the area marked 'A' and 'B; on the plan or suffer or permit the cutting down, damaging or destruction of any of such native vegetation and shall not do anything which would prejudice the health of such native bush.SAL is not deemed to have breached covenant if the native bush dies of natural causes not attributable to any act or default by or on behalf of the transferee.Lot 1 DP 12667 is a buffer between the quarry and the land within NA59C/220 and NA31B/519SAL shall not quarry on Lot 1 DP 12667, that is by means of an excavation, or system of excavations for the purpose of, or in connection with, the getting of stone or mineral (whether in its natural state or in solution or suspension) or products of stone or minerals and shall not apply to the relevant authority for a zoning change to permit quarrying	<p>None. Lot 1 DP 12667:</p> <ul style="list-style-type: none">is to remain vegetated;has not been zoned as Special Purpose Quarry Zone land; andwill not form part of the quarry pit. <p>See plan attached at Appendix A.</p>
9353472.1	Land Covenant	27 March 2013	779147 NA578/180 978840 NA573/82 NA135B/311	<p>Grantor (was Record of Title NA138A/215):</p> <ul style="list-style-type: none">Acknowledges and accepts that the dominant tenement (which includes the SAL titles listed in adjacent column) operates as a quarry and other activities including industrial activities, landfill and overburden disposal (Activities).Accepts that the Activities above result in and are likely to result in effects such as noise generation, dust reduced air quality, traffic movement, vibration, lights, disturbances, and	<p>NA138A/215 has been subdivided. Burdened land now relates to the following:</p> <ul style="list-style-type: none">1119000 – 1108 Ponga Road1119001 – 1676 Ponga Road896943 – 1604 Ponga Road896946 – 1598 Ponga Road961484 – 1676 Ponga Road

				<p>other effects which are unavoidable effects of such Activities and which may have effects beyond the boundaries of the dominant tenement. Such Activities may be carried out 24 hours a day, 7 days a week.</p> <p><u>No complaints covenant.</u></p> <ul style="list-style-type: none"> • Shall not at any time directly or indirectly make, lodge, be a party to or otherwise support in any way any submission, objection, application, proceedings, or appeal (whether pursuant to the RMA or any other statute or to any statutory amendment or replacement thereof) which has the effect of objecting to, limiting, prohibiting or restricting: <ul style="list-style-type: none"> ○ Any Activities or any other uses of the SAL land; ○ Any district or regional planning provisions applying to the SAL land relating to the Activities on the SAL land or any other uses of the SAL land; ○ Any application by SAL for any consent or approval to develop or operate Activities on the SAL land or any other uses of the SAL land. • Includes an indemnity for any breaches of the no complaints covenant. 	<p>Note all properties listed above were invited to make comments on the SAL application. SAL considers the no complaints covenant applies to the FTAA process.</p>
11197097.13	Right of Way easement	5 September 2018	779147	Series of right of ways shown in DP509838	DP509838 provided at Appendix B
11197097.14	Land Covenant	5 September 2018	779147 NA578/180 978840 NA573/82 NA482/210 NA135B/311	<p>Burdened land (included 57 Records of Title – see separate spreadsheet):</p> <ul style="list-style-type: none"> • Acknowledges and accepts that SAL entity operates a quarry and other activities including industrial activities, concrete production, landfill and overburden disposal, transport, farming, explosives storage, and other incidental activities (Activities) on the Dominant land (which includes all of the titles referred to in adjacent column). • Acknowledges and accepts that the SAL entity may in the future wish to expand the 	<p>Physical addresses of Burdened land listed at Appendix C.</p> <p>The following properties were invited to make comments on the SAL application:</p> <ul style="list-style-type: none"> • NA13A/200 – 206 Peach Hill Road • 978839 -206 Peach Hill Road • 978840 - 1189 Pongia Road • 906593 – 41 Bill Stevenson Drive • 779147 – 121 MacWhinney Drive • 1043137 – 32 Bill Stevenson Drive

				<p>scale of the Activities listed above on the Dominant land; and/or</p> <ul style="list-style-type: none">• Use the existing and future roads, infrastructure, and services servicing the Dominant land for the purpose associated with the Activities. <p>(together the Future Activities)</p> <ul style="list-style-type: none">• Accepts that the Activities or Future Activities may result in and are likely to result in effects such as noise generation, dust, reduced air quality, traffic movement (including heavy traffic movements, vibration, lights, disturbances, and other effects which are unavoidable effects of such activity and which may have effects beyond the boundary of the Dominant land (including, without limitation, as a result of traffic movements to and from the Dominant land outside the Dominant Land). Such activities may be carried out by the SAL entity 24 hours a day, 7 days a week <p><u>No complaints covenant.</u></p> <ul style="list-style-type: none">• Shall not at any time directly or indirectly make, lodge, be a party to or otherwise support in any way any submissions, objection, application, proceedings or appeal (whether pursuant to the RMA or other statute or any statutory amendment or replacement thereof) which has the effect of objecting to, limiting, prohibiting or restricting:<ul style="list-style-type: none">○ Any Activities or Future Activities;○ Any district or regional planning provisions applying or relating to the Activities or Future Activities; or○ An application by SAL for any consent or approval to develop or operate the Activities or Future Activities.• Shall not at any time directly or indirectly make a claim or demand or take any action or proceedings or be a party to or otherwise support in any way or allow to permit any	<p>SAL considers the no complaints covenant applies to the FTAA process.</p>
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				<p>action or proceedings for damages for nuisance of any nature directly or indirectly in any way arising from the Activities or Future Activities.</p> <ul style="list-style-type: none"> • Shall not at any time directly or indirectly take any other action (including making any complaint to any regulatory authority) in connection with the Activities or the Future Activities the effects of the same. • Grantor covenants that any interest in land owned or acquired by SAL entity in addition to the Dominant land within a 2km radius of 'X' on plan that is to be used for activities listed above, will have the benefit of the no complaints covenant (with requirement for the Grantor to immediately register land covenant on new titles). • Any land vested as Road under section 238 of the RMA shall have the no complaints covenant partially surrendered. • Provisions provided for reserve land. • Binds successors in title including tenants, agents, licensees and invitees. 	
11217369.3	Land Covenant	26 October 2018	779147 NA578/180 978840 NA573/82 NA482/210 NA135B/311	<p>Burdened land (Record of Title NA135B/289):</p> <ul style="list-style-type: none"> • Acknowledges and accepts that SAL entity operates a quarry and other activities including industrial activities, concrete production, landfill and overburden disposal, transport, farming, explosives storage, and other incidental activities (Activities) on the Dominant land (which includes all of the titles referred to in adjacent column). • Acknowledges and accepts that the SAL entity may in the future wish to expand the scale of the Activities listed above on the Dominant land; and/or • Use the existing and future roads, infrastructure, and services servicing the Dominant land for the purpose associated with the Activities. 	Burdened land is located at 158 Peach Hill Road, and is owned by Stevenson Holdings Ltd.

				<p>(together the Future Activities)</p> <ul style="list-style-type: none">• Accepts that the Activities or Future Activities may result in and are likely to result in effects such as noise generation, dust, reduced air quality, traffic movement (including heavy traffic movements, vibration, lights, disturbances, and other effects which are unavoidable effects of such activity and which may have effects beyond the boundary of the Dominant land (including, without limitation, as a result of traffic movements to and from the Dominant land outside the Dominant Land). Such activities may be carried out by the SAL entity 24 hours a day, 7 days a week <p><u>No complaints covenant.</u></p> <ul style="list-style-type: none">• Shall not at any time directly or indirectly make, lodge, be a party to or otherwise support in any way any submissions, objection, application, proceedings or appeal (whether pursuant to the RMA or other statute or any statutory amendment or replacement thereof) which has the effect of objecting to, limiting, prohibiting or restricting:<ul style="list-style-type: none">○ Any Activities or Future Activities;○ Any district or regional planning provisions applying or relating to the Activities or Future Activities; or○ An application by SAL for any consent or approval to develop or operate the Activities or Future Activities.• Shall not at any time directly or indirectly make a claim or demand or take any action or proceedings or be a party to or otherwise support in any way or allow to permit any action or proceedings for damages for nuisance of any nature directly or indirectly in any way arising from the Activities or Future Activities.• Shall not at any time directly or indirectly take any other action (including making any	
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				<p>complaint to any regulatory authority) in connection with the Activities or the Future Activities the effects of the same.</p> <ul style="list-style-type: none"> • Grantor covenants that any interest in land owned or acquired by SAL entity in addition to the Dominant land within a 2km radius of 'X' on plan that is to be used for activities listed above, will have the benefit of the no complaints covenant (with requirement for the Grantor to immediately register land covenant on new titles). • Any land vested as Road under section 238 of the RMA shall have the no complaints covenant partially surrendered. • Provisions provided for reserve land. • Binds successors in title including tenants, agents, licensees and invitees. 	
11268341.1	Land Covenant	31 October 2018	779147 NA578/180 978840 NA573/82 NA482/210 NA135B/311	<p>Burdened land (Record of Title NA113B/67):</p> <ul style="list-style-type: none"> • Acknowledges and accepts that SAL entity operates a quarry and other activities including industrial activities, concrete production, landfill and overburden disposal, transport, farming, explosives storage, and other incidental activities (Activities) on the Dominant land (which includes all of the titles referred to in adjacent column). • Acknowledges and accepts that the SAL entity may in the future wish to expand the scale of the Activities listed above on the Dominant land; and/or • Use the existing and future roads, infrastructure, and services servicing the Dominant land for the purpose associated with the Activities. <p>(together the Future Activities)</p> <ul style="list-style-type: none"> • Accepts that the Activities or Future Activities may result in and are likely to result in effects such as noise generation, dust, reduced air quality, traffic movement (including heavy traffic movements, vibration, lights, 	<p>Burdened land is located at 84 Peach Hill Road.</p> <p>SAL considers the no complaints covenant applies to the FTAA process.</p>

				<p>disturbances, and other effects which are unavoidable effects of such activity and which may have effects beyond the boundary of the Dominant land (including, without limitation, as a result of traffic movements to and from the Dominant land outside the Dominant Land). Such activities may be carried out by the SAL entity 24 hours a day, 7 days a week</p> <p><u>No complaints covenant.</u></p> <ul style="list-style-type: none">• Shall not at any time directly or indirectly make, lodge, be a party to or otherwise support in any way any submissions, objection, application, proceedings or appeal (whether pursuant to the RMA or other statute or any statutory amendment or replacement thereof) which has the effect of objecting to, limiting, prohibiting or restricting:<ul style="list-style-type: none">○ Any Activities or Future Activities;○ Any district or regional planning provisions applying or relating to the Activities or Future Activities; or○ An application by SAL for any consent or approval to develop or operate the Activities or Future Activities.• Shall not at any time directly or indirectly make a claim or demand or take any action or proceedings or be a party to or otherwise support in any way or allow to permit any action or proceedings for damages for nuisance of any nature directly or indirectly in any way arising from the Activities or Future Activities.• Shall not at any time directly or indirectly take any other action (including making any complaint to any regulatory authority) in connection with the Activities or the Future Activities the effects of the same.• Grantor covenants that any interest in land owned or acquired by SAL entity in addition to the Dominant land within a 2km radius of 'X'	
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				<p>on plan that is to be used for activities listed above, will have the benefit of the no complaints covenant (with requirement for the Grantor to immediately register land covenant on new titles).</p> <ul style="list-style-type: none"> Any land vested as Road under section 238 of the RMA shall have the no complaints covenant partially surrendered. Provisions provided for reserve land. Binds successors in title including tenants, agents, licensees and invitees. Right of First Refusal included – Grantors shall offer the land to SAL entity for purchase first. Binds successors in title including tenants, agents, licensees and invitees. 	
11335315.1	Land Covenant	31 January 2019	779147 NA578/180 978840 NA573/82 NA482/210 NA135B/311	<p>Burdened land must (was Record of Title 861359, 862310, 862311):</p> <ul style="list-style-type: none"> Acknowledges and accepts that SAL entity operates a quarry and other activities including industrial activities, concrete production, landfill and overburden disposal, transport, farming, explosives storage, and other incidental activities (Activities) on the Dominant land (which includes all of the titles referred to in adjacent column). Acknowledges and accepts that the SAL entity may in the future wish to expand the scale of the Activities listed above on the Dominant land; and/or Use the existing and future roads, infrastructure, and services servicing the Dominant land for the purpose associated with the Activities. <p>(together the Future Activities)</p> <ul style="list-style-type: none"> Accepts that the Activities or Future Activities may result in and are likely to result in effects such as noise generation, dust, reduced air quality, traffic movement (including heavy traffic movements, vibration, lights, 	<p>Burdened land is now:</p> <ul style="list-style-type: none"> 1035330 – 11 Toiowaka Road 1050978 – 19 Toiowaka Road 1050979 – 21 Toiowaka Road 1050980 – 23 Toiowaka Road 1239943 – Quarry Road 911181 – 1 Bill Stevenson Drive 972262 – 15 Toiowaka Road <p>SAL considers the no complaints covenant applies to the FTAA process.</p>

				<p>disturbances, and other effects which are unavoidable effects of such activity and which may have effects beyond the boundary of the Dominant land (including, without limitation, as a result of traffic movements to and from the Dominant land outside the Dominant Land). Such activities may be carried out by the SAL entity 24 hours a day, 7 days a week</p> <p><u>No complaints covenant.</u></p> <ul style="list-style-type: none">• Shall not at any time directly or indirectly make, lodge, be a party to or otherwise support in any way any submissions, objection, application, proceedings or appeal (whether pursuant to the RMA or other statute or any statutory amendment or replacement thereof) which has the effect of objecting to, limiting, prohibiting or restricting:<ul style="list-style-type: none">○ Any Activities or Future Activities;○ Any district or regional planning provisions applying or relating to the Activities or Future Activities; or○ An application by SAL for any consent or approval to develop or operate the Activities or Future Activities.• Shall not at any time directly or indirectly make a claim or demand or take any action or proceedings or be a party to or otherwise support in any way or allow to permit any action or proceedings for damages for nuisance of any nature directly or indirectly in any way arising from the Activities or Future Activities.• Shall not at any time directly or indirectly take any other action (including making any complaint to any regulatory authority) in connection with the Activities or the Future Activities the effects of the same.• Grantor covenants that any interest in land owned or acquired by SAL entity in addition to the Dominant land within a 2km radius of 'X'	
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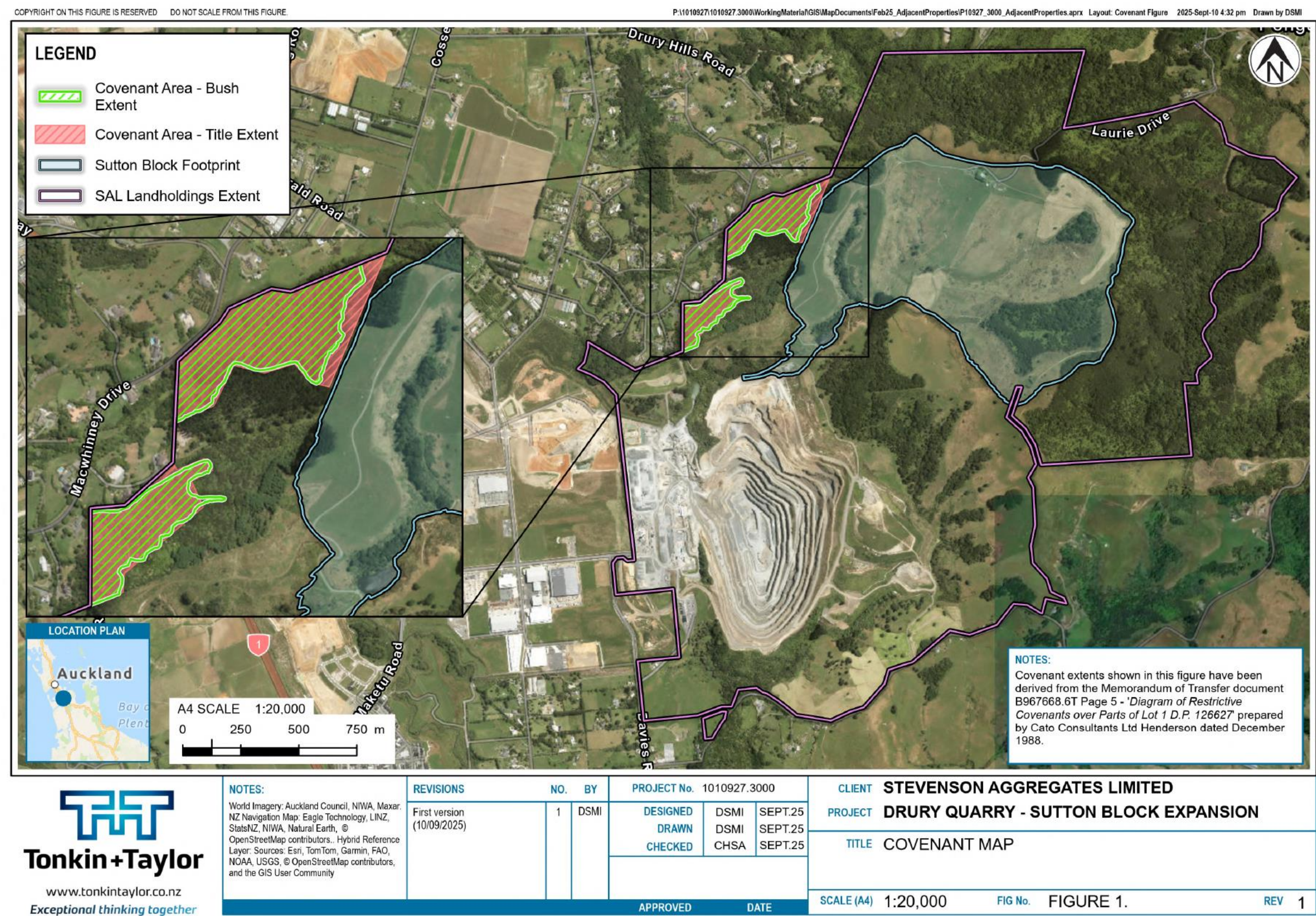
				<p>on plan that is to be used for activities listed above, will have the benefit of the no complaints covenant (with requirement for the Grantor to immediately register land covenant on new titles).</p> <ul style="list-style-type: none"> Any land vested as Road under section 238 of the RMA shall have the no complaints covenant partially surrendered. Provisions provided for reserve land. Binds successors in title including tenants, agents, licensees and invitees. 	
11332512.5	Land Covenant	31January 2019	779147 NA578/180 978840 NA573/82 NA482/210 NA135B/311	<p>Burdened land (was Record of Title 861360):</p> <p>Burdened land (included 57 Records of Title – see separate spreadsheet):</p> <ul style="list-style-type: none"> Acknowledges and accepts that SAL entity operates a quarry and other activities including industrial activities, concrete production, landfill and overburden disposal, transport, farming, explosives storage, and other incidental activities (Activities) on the Dominant land (which includes all of the titles referred to in adjacent column). Acknowledges and accepts that the SAL entity may in the future wish to expand the scale of the Activities listed above on the Dominant land; and/or Use the existing and future roads, infrastructure, and services servicing the Dominant land for the purpose associated with the Activities. <p>(together the Future Activities)</p> <ul style="list-style-type: none"> Accepts that the Activities or Future Activities may result in and are likely to result in effects such as noise generation, dust, reduced air quality, traffic movement (including heavy traffic movements, vibration, lights, disturbances, and other effects which are unavoidable effects of such activity and which may have effects beyond the boundary of the Dominant land (including, without limitation, 	<p>Physical addresses of Burdened land listed at Appendix D.</p> <p>SAL considers the no complaints covenant applies to the FTAA process.</p>

				<p>as a result of traffic movements to and from the Dominant land outside the Dominant Land). Such activities may be carried out by the SAL entity 24 hours a day, 7 days a week</p> <p><u>No complaints covenant.</u></p> <ul style="list-style-type: none">• Shall not at any time directly or indirectly make, lodge, be a party to or otherwise support in any way any submissions, objection, application, proceedings or appeal (whether pursuant to the RMA or other statute or any statutory amendment or replacement thereof) which has the effect of objecting to, limiting, prohibiting or restricting:<ul style="list-style-type: none">○ Any Activities or Future Activities;○ Any district or regional planning provisions applying or relating to the Activities or Future Activities; or○ An application by SAL for any consent or approval to develop or operate the Activities or Future Activities.• Shall not at any time directly or indirectly make a claim or demand or take any action or proceedings or be a party to or otherwise support in any way or allow to permit any action or proceedings for damages for nuisance of any nature directly or indirectly in any way arising from the Activities or Future Activities.• Shall not at any time directly or indirectly take any other action (including making any complaint to any regulatory authority) in connection with the Activities or the Future Activities the effects of the same.• Grantor covenants that any interest in land owned or acquired by SAL entity in addition to the Dominant land within a 2km radius of 'X' on plan that is to be used for activities listed above, will have the benefit of the no complaints covenant (with requirement for the	
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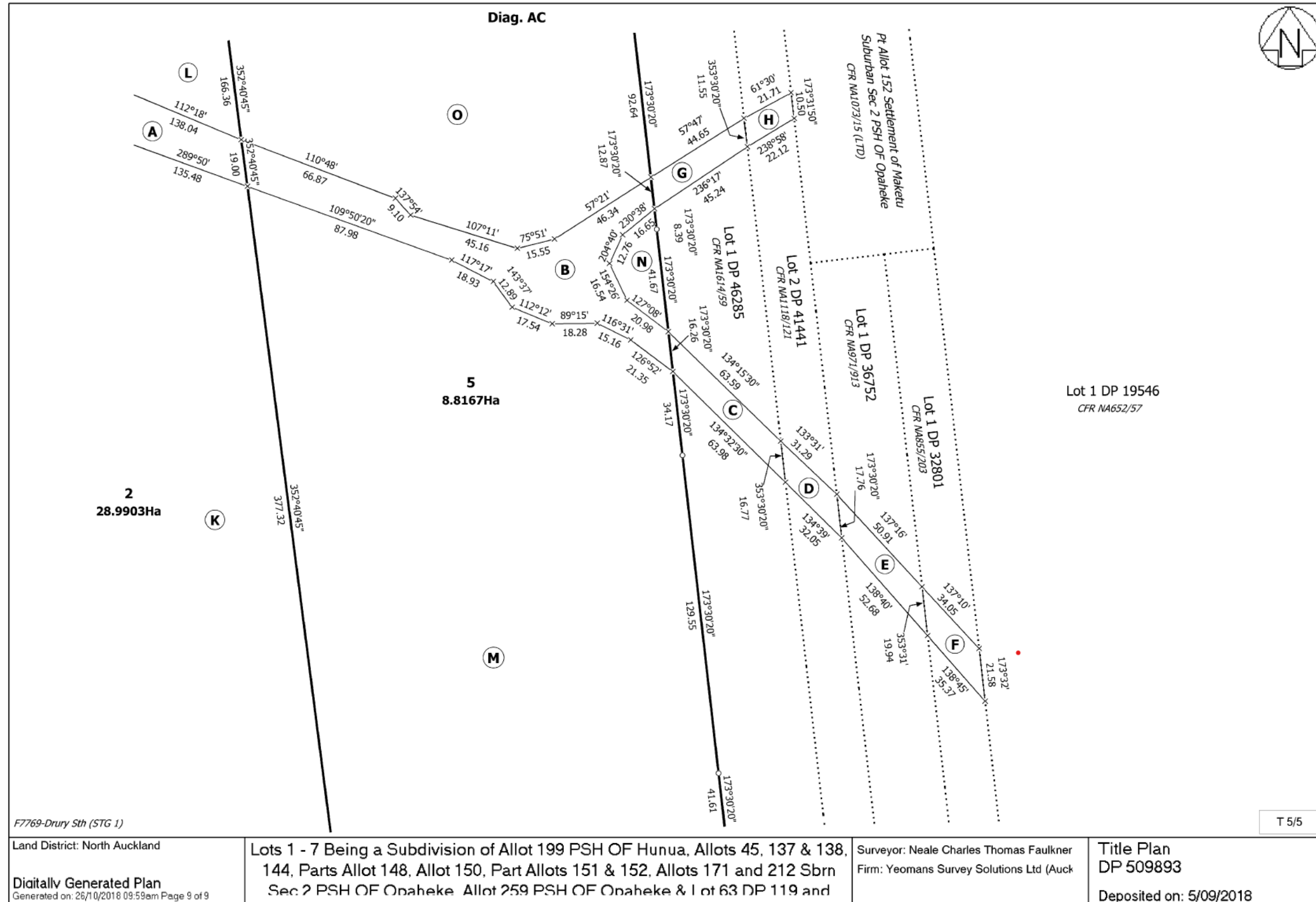
				<p>Grantor to immediately register land covenant on new titles).</p> <ul style="list-style-type: none"> Any land vested as Road under section 238 of the RMA shall have the no complaints covenant partially surrendered. Provisions provided for reserve land. Binds successors in title including tenants, agents, licensees and invitees. 	
11678574.1	Land Covenant	18 March 2020	779147	<p>Land covenant relating to LUC60325732 and stream works consent LUS60325733.</p> <ul style="list-style-type: none"> Requires the legal protection of the vegetation (mitigation planting and offset compensation), fencing of covenant area and the pest plant and animal control in accordance with conditions 7, 9, 11, 24, 29 and 31 of the resource consents. Requires vegetation maintenance in accordance with the Post Planting Maintenance and Management Measures for the Maintenance and Management Period (being 5 years or until the canopy closure of the enrichment planting has been achieved, whichever is longer. Period commences once all of the offset works required have been completed). Ecological Offset and Planting Plan included with the registered documents. Variation of covenant required if conditions 5, 7, 9, 11, 24, 29 and/or 31 are varied. Covenant expires earlier of: <ul style="list-style-type: none"> Resource consent lapsing; and Practical completion certificate or similar from Council in accordance with conditions 11 and/or 31. 	<p>LUC60325732 variation was approved by Council on 31 March 2025. This requires an updated Ecological Offset and Planting Plan. A variation to the land covenant will be required – works are underway to complete this work.</p>
322266	Water Right	18 June 1940	NA578/180	<p>The full and free right and liberty at all times to take sufficient water from the creek flowing through the SAL land for the reasonable domestic purpose of two dwelling houses erected or which may be erected.</p>	<p>Waihoehoe Stream located outside of Project footprint.</p> <p>See Appendix E</p>

517566	Fencing Agreement	26 November 1952	NA578/180	Fencing requirement not relevant to application.	
D616181.1	Consent Notice	26 June 2001	NA135B/311	<p>Lot 2 (SAL land).</p> <ul style="list-style-type: none"> SAL covenants to the Papakura District Council (now Auckland Council) that future development on each site, including buildings and impermeable surfaces must include provision for stormwater detention and disposal which must be designed in accordance with the specifications of the stormwater management plan of Earthtech Consulting Ltd dated 21 December 2000. Any future development digressing from that stormwater disposal plan must be supported by further specific engineering investigations and by calculations demonstrating that stormwater runoff from the site will not be increased significantly as a result of that proposed development. 	Groundwater and Surface water reports have been completed. Stormwater will be treated through Front of House facilities.
D616181.3	Conservation Covenant	26 June 2001	NA135B/311	<ul style="list-style-type: none"> Stands of native bush on Lot 2 DP 206902 are the subject of a Conservation Covenant with Papakura District Council and be protected under the provisions of the Reserves Act 1977 and that the said stand of native bush be protected with a stock proof fence. 	<p>Applies to Area Y on DP206902 which is located outside of the Project area.</p> <p>See Appendix F.</p>

Appendix A – Aerial photograph with Land Covenant area B967668.6 overlaid.



Appendix B – Right of Way plan DP 509893



Appendix C - Burdened land for Land Covenant 11197097.14

445 *Fitzgerald Road, Drury*
78 *Maketu Road, Drury*
2, 7, 11,14, 16, 18, 19, 21, 22, 23, 26 -27, 30 *Toiawaka Road, Drury*
3, 5, 7, 9 - 11, 13, 16 - 21, 23 *Talus Drive, Ramarama*
6, 8, 10 - 16, 18, 20, 23, 25, 29-32, 55 *Steppe Drive, Ramarama*
23, 25, 27 *Roslyn Farm Street, Ramarama*
20, 22 - 33, 35 - 41, 43, 53, 55, 57 - 69, 70, 72, 95 – 105, 107, 109, 111, 113, 115, 117, 119 *John Main Drive, Ramarama*
1, 3, 5, 8, 9, 13, 14, 18, 22, 26 *Jack Stevenson Road, Drury*
1, 2, 4, 4A, 6 - 9, 11, 13, 16, 20, 21, 25, 26, 32, 41 *Bill Stevenson Drive, Drury*
1, 31, 53, 75 *Waikura Road, Drury*
6, 11, 18-20 *Ross Stevenson Road, Drury*
1, 3 - 5, 7, 9, 11 *Kaihaukai Lane, Ramarama*
50 - 65, 67, 69 - 77, 79 – 94, 96 *Shepherds Bush Road, Ramarama*
2 – 8, 10, 12, 14, 16 *Lignite Street, Ramarama*
37, 65 *Harrison Road, Drury*
4,11 *Fitzgerald Road, Drury*
72, 84 *Maketu Road, Drury*
230, 296 *Quarry Road, Drury*
5, 12, 14, 15, 17, 18, 21 *Kaka Road, Drury*
6, 12 *Kereru Road, Drury*
201, 389 *Quarry Road, Drury*
121 *MacWhinney Drive, Drury*
5A, 7, 34 *McEldownie Road, Ramarama*
1, 4-13, 15, 17, 19 *Kohokohunui Lane, Ramarama*
1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25 *Waharau Lane, Ramarama*
3 – 20, 22 *Sierra Way, Ramarama*
3 – 17, 19 *Roslyn Farm Street, Ramarama*
84, 206 *Peach Hill Road, Ramarama*
1189 *Pongia Road, Hunua*
2 – 6, 8 *Miromiro Lane, Ramarama*
2 – 15, 17, 19, 21, 23, 25, 27 *Komako Lane, Ramarama*
77 *Davies Road, Ramarama, Drury*

Appendix C – burdened land for Land Covenant 11332512.5

39, 41, 43, 58, 60, 62, 64, 66, 68, 70, 72 *John Main Drive, Ramarama*
1, 4 – 13, 15, 17, 19 *Kohkohunui Lane, Ramarama*
3 *Waharau Lane, Ramarama*
10 *Talus Drive, Ramarama*
3 *Miromiro Lane, Ramarama*
29, 30 *Steppe Drive, Ramarama*
2 – 15, 17, 10, 21, 23, 25, 27 *Komako Lane, Ramarama*

Appendix E – topographic map extract showing Waihoehoe Stream

