



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **149158**  
**Land Registration District** **North Auckland**  
**Date Issued** 25 November 2004

**Prior References**  
NA49B/892

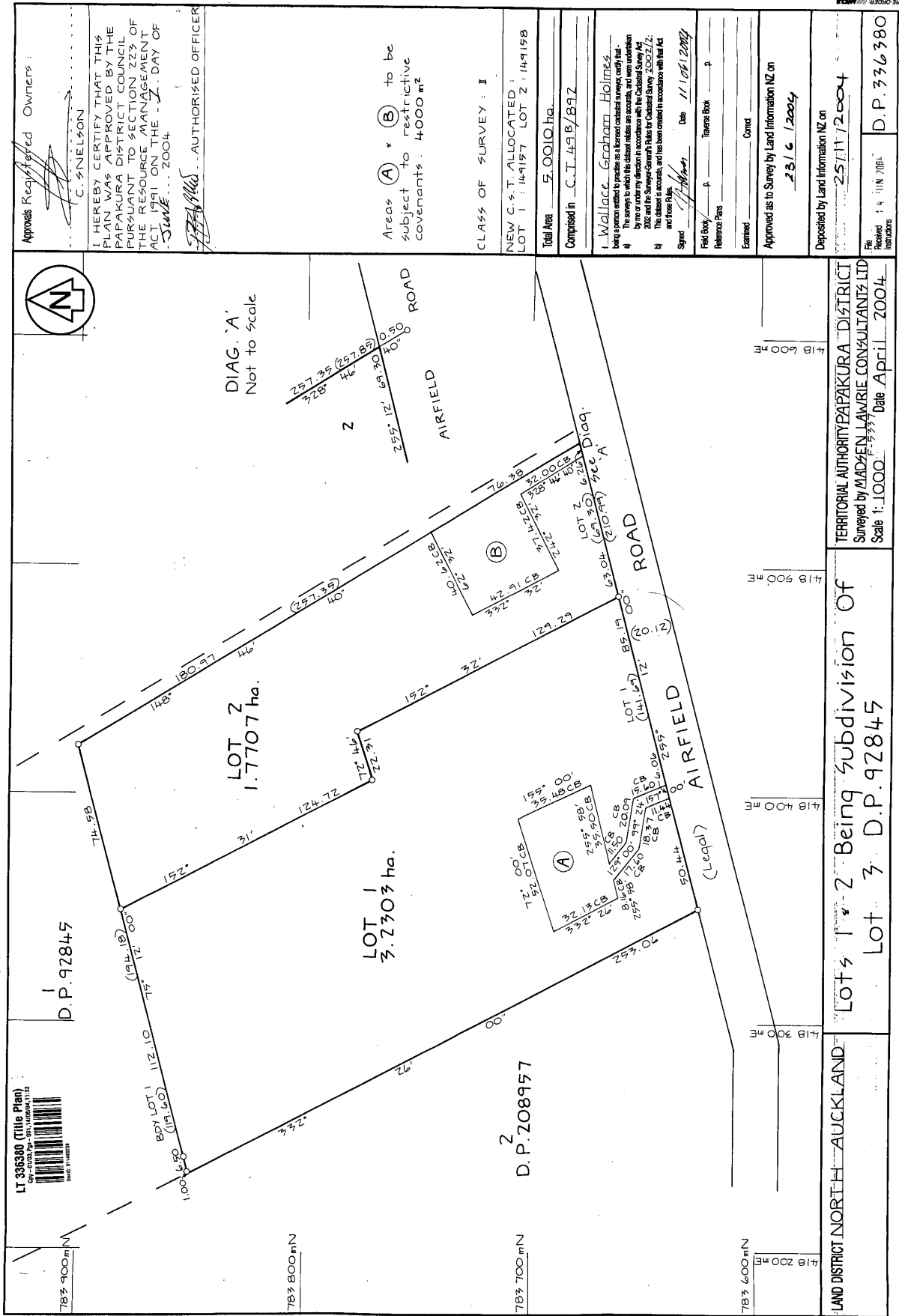
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**Estate** Fee Simple  
**Area** 1.7707 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 336380  
**Registered Owners**  
Grendizer Limited

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**Interests**

D579802.1 Certificate that a building consent has been issued in respect of a building on the land that is described in Section 36(2) Building Act 1991 - 14.2.2001 at 2:51 pm  
Land Covenant in Deed 6228272.2 - 25.11.2004 at 9:00 am  
6487462.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.7.2005 at 9:00 am



Approvals Required Owners:  
 C. SNELSON  
 I HEREBY CERTIFY THAT THIS PLAN HAS BEEN APPROVED BY THE PAPAKURA DISTRICT COUNCIL PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE 21 DAY OF June 2004  
 [Signature] AUTHORIZED OFFICER

Areas (A) \* (B) to be subject to restrictive covenants: 4000 m<sup>2</sup>

CLASS OF SURVEY: I

NEW C.S.T. ALLOCATED:  
 LOT 1: 149157 LOT 2: 149158

Total Area 5.0010 ha.  
 Comprised in C.T. 48/897

I, Wallace Graham Holmes being a person entitled to practice as a licensed cadastral surveyor, certify that the survey to which this document relates was accurately and lawfully undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General Rules for Cadastral Survey 2002/2. This document is accurate, and has been created in accordance with that Act and those Rules.

Signed: [Signature] Date: 11/06/2004

Field Book: p. p. Traverse Book: p. p.  
 Reference Pins: Examined: Correct

Approved as to Survey by Land Information NZ on 23/6/2004

Deposited by Land Information NZ on 25/11/2004

TERRITORIAL AUTHORITY PAPAKURA DISTRICT  
 Surveyed by M/AD/FEIN LAWRIE CONSULTANTS LTD  
 Scale 1:1000 Date April 2004

Lot 1 & 2 Being Subdivision of Lot 3 D.P. 92845

Lot 3 D.P. 92845

LAND DISTRICT NORTH AUCKLAND

LT 336380 (Title Plan)  
 City - 01024 (p. 01, 149004, 1133)  
 Date: 11/06/2004

DEED dated the 1st day of NOVEMBER 2004 2008

**PARTIES**

- 1. CHRISTOPHER SNELSON ("Covenantor")
- 2. ARDMORE AIRPORT LIMITED ("Covantee")

**COV 6228272.2 Covenan**  
 Cpy - 01/01, Pgs - 006, 24/11/04, 14:10  
  
 DocID: 311686722

**RECITAL OF FACTS**

- A. The Covenantor is registered as proprietor of the estate described in the first schedule ("Servient Land").
- B. The Covantee is registered as proprietor of the estates described in the second schedule ("Dominant Land").
- C. The Covenantor has agreed with the Covantee to accept restrictions upon the Servient Land for the benefit of the Dominant Land.

**COVENANTS**

- 1. The Covenantor for itself and its successors in title to the Servient Land hereby covenants and agrees with the Covantee and its successors in title to the Dominant Land, that the Covenantor will henceforth and at all times hereafter observe and perform the stipulations and restrictions contained in the Third Schedule to the end and intent that each of the stipulations and restrictions shall, in the manner and to the extent prescribed, forever enure for the benefit of, and be appurtenant to, the whole of the Dominant Land and every part thereof.
- 2. This deed shall be registered against the estate described in the First Schedule by the Covenantor forthwith following execution, and the provisions of this deed shall run forever in favour of the registered proprietor of the Dominant Land or any part thereof from time to time.

**FIRST SCHEDULE**

(Servient Land)

Certificate of Title	Lot and Deposited Plan Number
49B/892	Lot 3 Deposited Plan 92845

## SECOND SCHEDULE

(Dominant Land)

Certificate of Title	Lot and Deposited Plan Number
118B/694	Lot 1 DP190833
60A/721	Lot 1 DP107840
60A/722	Lot 2 DP107840
105A/18	Lot 1 DP171742
105A/441	Lot 22 DP171923
105A/442	Lot 41 DP171923
106C/574	Lot 200 DP173738
106C/575	Lot 201 DP173738
106C/576	Lot 202 DP173738
106C/577	Lot 203 DP173738
106C/578	Lot 204 DP173738
106C/579	Lot 205 DP173738
106C/582	Lot 208 DP173738
106C/583	Lot 209 DP173738
106C/584	Lot 300 DP173739
106C/585	Lot 301 DP173739
106C/586	Lot 302 DP173739
106C/587	Lot 303 DP173739
106C/588	Lot 304 DP173739
106C/591	Lot 307 DP173739
106C/592	Lot 1 DP173740
106C/593	Lot 2 DP173740
106C/594	Lot 3 DP173740
106C/595	Lot 4 DP173740
106C/596	Lot 5 DP173740
106C/597	Lot 6 DP173740
106C/598	Lot 7 DP173740
106C/601	Lot 11 DP173740
106C/602	Lot 13 DP173740
106C/603	Lot 10 DP173741
106C/604	Lot 14 DP173741
106C/605	Lot 15 DP173741
106C/606	Lot 16 DP173741
106C/607	Lot 17 DP173741
106C/608	Lot 18 DP173741
106C/609	Lot 19 DP173742
106C/610	Lot 20 DP173742
106C/611	Lot 21 DP173742
106C/612	Lot 25 DP173742
106C/613	Lot 30 DP173742
106C/614	Lot 31 DP173742
106C/615	Lot 32 DP173742
106C/616	Lot 33 DP173742
106C/617	Lot 34 DP173742
106C/618	Lot 35 DP173742
106C/619	Lot 36 DP173742
106C/620	Lot 37 DP173742
106C/621	Lot 38 DP173742
106C/622	Lot 26 DP173743
106C/623	Lot 27 DP173743
106C/624	Lot 28 DP173743
106C/625	Lot 29 DP173743
106C/626	Lot 39 DP173743
106C/627	Lot 40 DP173743
106C/628	Lot 42 DP173743

106C/629	Lot 43 DP173743
106C/630	Lot 44 DP173743
106C/631	Lot 45 DP173743
106C/632	Lot 46 DP173743
106C/633	Lot 47 DP173743
106C/634	Lot 48 DP173743
106C/635	Lot 49 DP173743
106C/636	Lot 50 DP173743
106C/637	Lot 51 DP173743
106C/638	Lot 52 DP173743
106C/639	Lot 53 DP173743
106C/640	Lot 54 DP173743
106C/641	Lot 55 DP173743
106C/642	Lot 56 DP173743
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106C/645	Lot 59 DP173743
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106C/652	Lot 67 DP173743
106C/653	Lot 68 DP173743
106C/654	Lot 69 DP173743
106C/655	Lot 70 DP173743
110A/129	Lot 71 DP178388
110A/130	Lot 72 DP178388
110A/131	Lot 73 DP178388
110A/132	Lot 74 DP178388
110A/133	Lot 75 DP178388
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110A/141	Lot 83 DP178388
110A/142	Lot 84 DP178388
110A/143	Lot 85 DP178388
110D/567	Lot 86 DP179798
110D/568	Lot 87 DP179798
110D/569	Lot 88 DP179798
110D/570	Lot 89 DP179798
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110D/579	Lot 113 DP179798
110D/580	Lot 114 DP179798
110D/581	Lot 115 DP179798
110D/582	Lot 116 DP179798
110D/583	Lot 117 DP179798

110D/584	Lot 118 DP179798
110D/585	Lot 119 DP179798
110D/586	Lot 120 DP179798
110D/587	Lot 121 DP179798
110D/588	Lot 122 DP179798
110D/589	Lot 123 DP179798
110D/590	Lot 124 DP179798
110D/591	Lot 125 DP179798
110D/592	Lot 126 DP179798
110D/593	Lot 127 DP179798
110D/594	Lot 128 DP179798
110D/595	Lot 129 DP179798
110D/596	Lot 141 DP179798
110D/597	Lot 142 DP179798
110D/598	Lot 143 DP179798
110D/599	Lot 144 DP179798
110D/600	Lot 145 DP179798
110D/601	Lot 146 DP179798
110D/602	Lot 147 DP179798
110D/603	Lot 148 DP179798
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110D/608	Lot 102 DP179799
110D/609	Lot 103 DP179799
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110D/616	Lot 110 DP179799
110D/617	Lot 111 DP179799
110D/618	Lot 112 DP179799
110D/619	Lot 130 DP179799
110D/620	Lot 131 DP179799
110D/621	Lot 132 DP179799
110D/622	Lot 133 DP179799
110D/623	Lot 134 DP179799
110D/624	Lot 135 DP179799
110D/625	Lot 136 DP179799
110D/626	Lot 137 DP179799
110D/627	Lot 138 DP179799
110D/628	Lot 139 DP179799
110D/629	Lot 140 DP179799
110D/630	Lot 305 DP179799
110D/631	Lot 306 DP179799
122A/944	Lot 8 DP192624
122A/945	Lot 9 DP192624
139B/167	Lot 206 DP211113
139B/168	Lot 207 DP211113

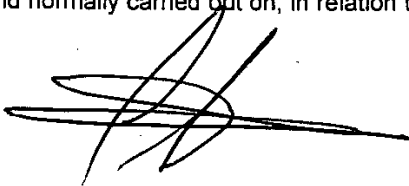
**THIRD SCHEDULE**

The Covenantor shall not at any time object in any way:

- (a) to the use of the Dominant Land as an airport (utilised by both fixed wing aircraft and helicopters); or
- (b) to any activities on the Dominant Land normally carried out on, in relation to, or in conjunction with an airport.

**SIGNED** by the Covenantor  
**CHRISTOPHER SNELSON**  
by:

] ] ]



\_\_\_\_\_  
Director *B.*



Witness signature

Witness name

**STEPHEN MATTHEW CAMERON TEMM**

**SOLICITOR**

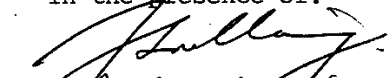
Witness occupation  
**PAKURA**

Witness address


**SIGNED** by the Covenantee  
**ARDMORE AIRPORT LIMITED**  
by:

] ] ]

In the presence of:

  
PETER SWAIN  
MANAGER  
AUCKLAND.

\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director/Authorised Signatory

**DEED OF LAND COVENANT**

relating to

**BETWEEN CHRISTOPHER SNELSON**

Covenantor

**AND ARDMORE AIRPORT LIMITED**

Covenantee

Correct for the purposes of the Land Transfer Act



\_\_\_\_\_  
Solicitor for the Covenantee

TO: The DLR

Please note the covenants contained in the within deed of land covenant against the certificates of title referred to in the first schedule of this deed



.....  
Solicitor for the Covenantee

BURTON & CO  
SOLICITORS  
AUCKLAND

**CONO 6487462.2 Cons**

Cpy - 01/01, Pgs - 001, 07/07/06, 10:17



DocID: 812010304

IN THE MATTER OF

Section 221 of the Resource  
Management Act 1991

BETWEEN

SNELSON Christopher  
Registered Proprietors

AND

THE PAKURA DISTRICT  
COUNCIL

The Council

CONSENT NOTICE UNDER SECTION 221 OF THE  
RESOURCE MANAGEMENT ACT 1991

In the Matter of Lots 1 & 2 on Deposited Plan 336380

THE PAKURA DISTRICT COUNCIL [the Territorial Authority] having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following conditions being registered against the Certificate of Title of Lots 1 & 2 and complied with as follows:

*Any residential and ancillary buildings, garages, paved tennis courts and swimming pools are to be confined to the residential curtilage area. Gardens and lawn tennis courts are not so confined.*

Dated at Papakura this 21st day of April 2005

.....  
Philip Barrett, Manager – Resource Consents  
Authorised Officer



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA604/186**  
**Land Registration District** **North Auckland**  
**Date Issued** 10 January 1930

**Prior References**  
NA517/154

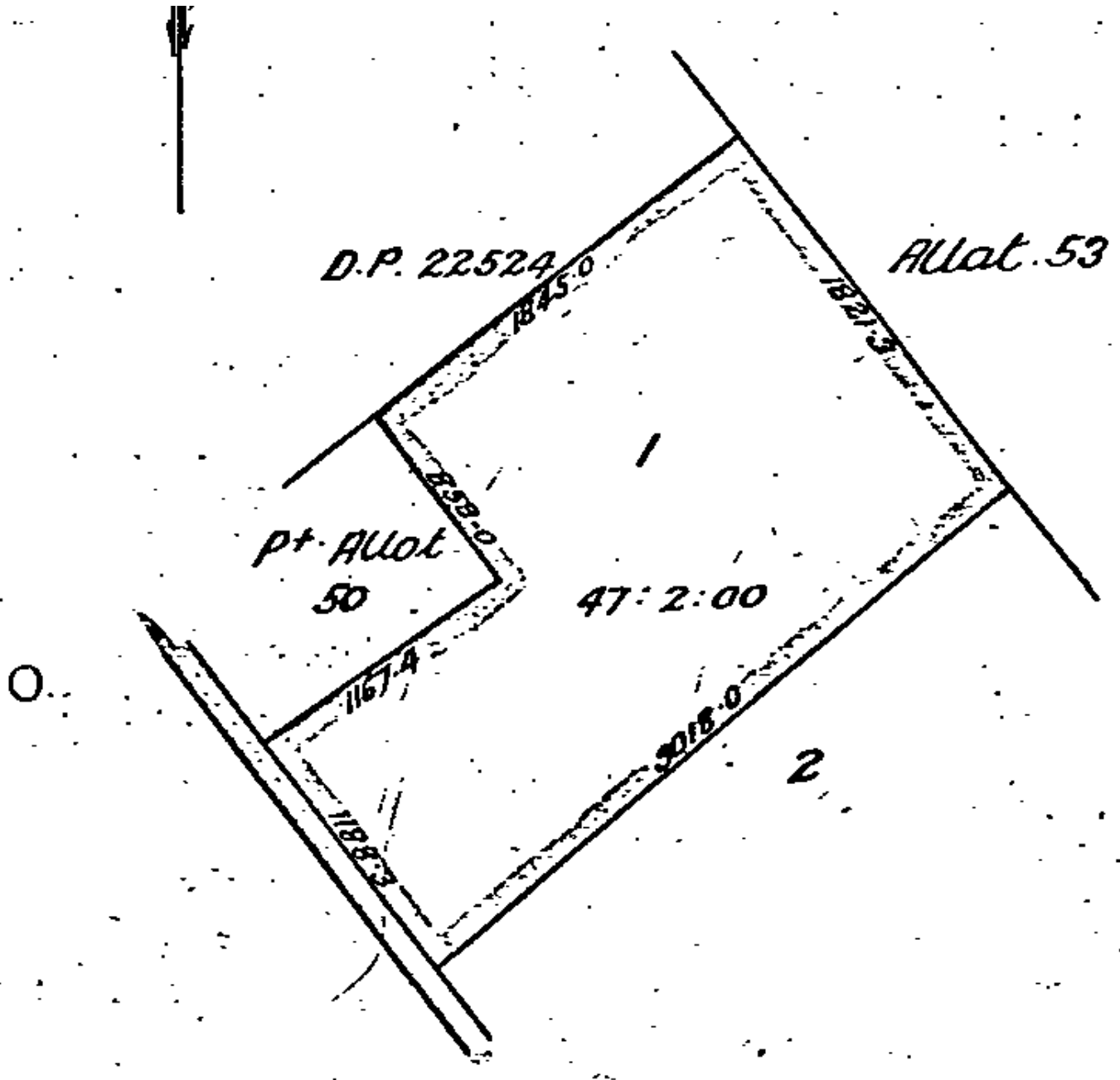
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**Estate** Fee Simple  
**Area** 19.2226 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 22687

**Registered Owners**  
John Kenneth Maclachlan, Julie-Anne Mary Maclachlan and Richard Alexander Riddell

---

**Interests**  
Fencing Agreement in Transfer 237375 - 10.1.1930





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA32B/7**  
**Land Registration District** **North Auckland**  
**Date Issued** 31 July 1975

**Prior References**  
NA413/273

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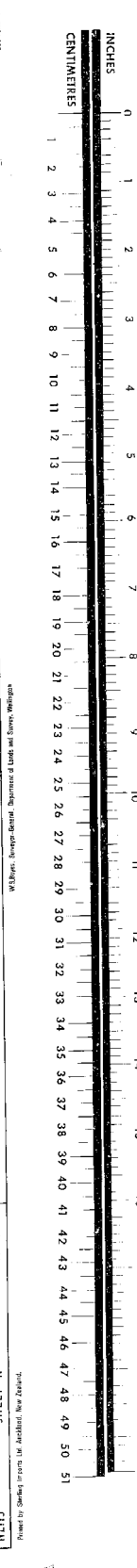
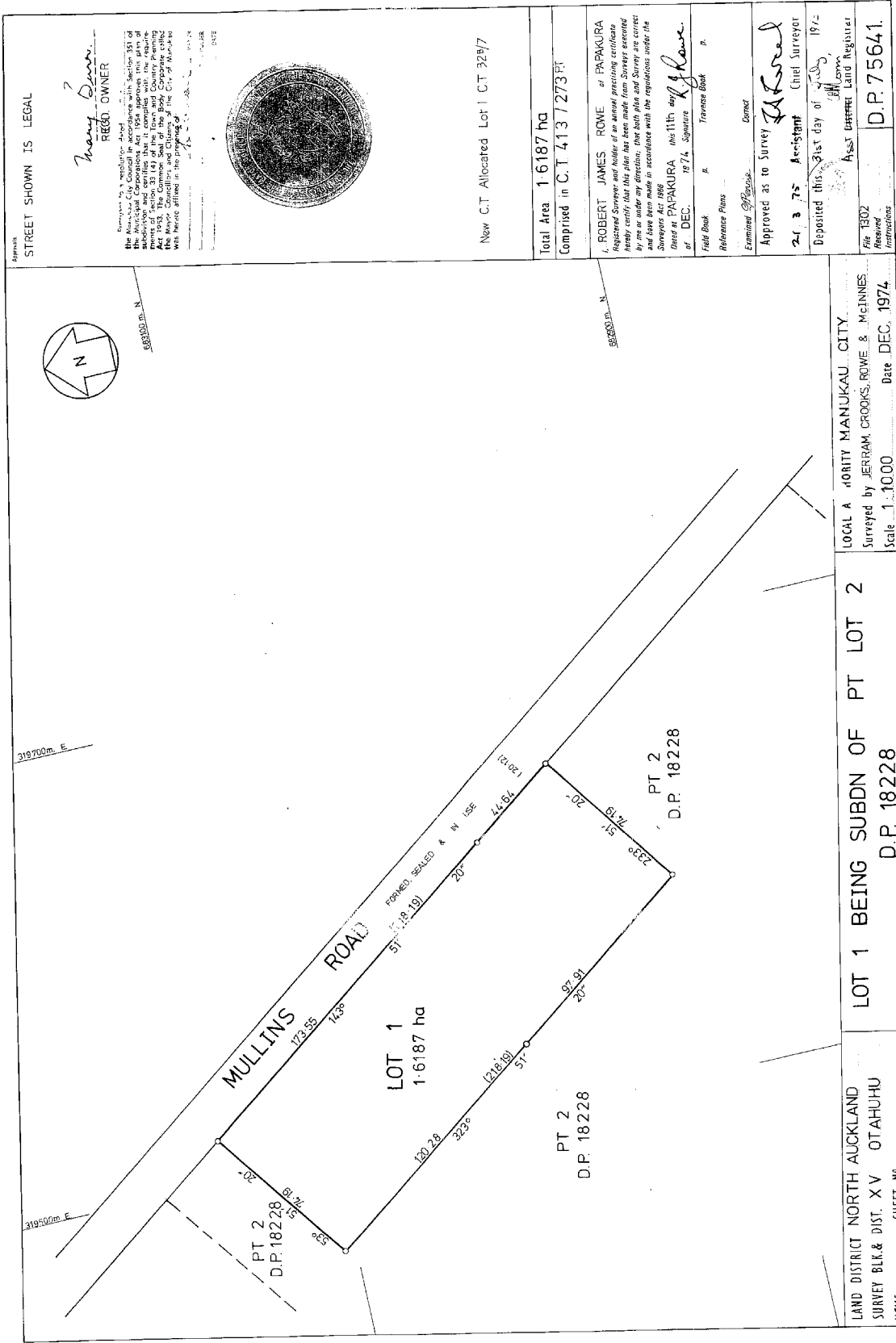
**Estate** Fee Simple  
**Area** 1.6187 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 75641

**Registered Owners**  
Linda Marie Ferguson

---

**Interests**

11894541.3 Mortgage to ANZ Bank New Zealand Limited - 16.10.2020 at 4:07 pm





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA49B/890  
**Land Registration District** North Auckland  
**Date Issued** 18 March 1981

**Prior References**  
NA313/129

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**Estate** Fee Simple  
**Area** 5.1799 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 92845

**Registered Owners**  
Daniel Elias Nakhle and Feroz Rahat Ali

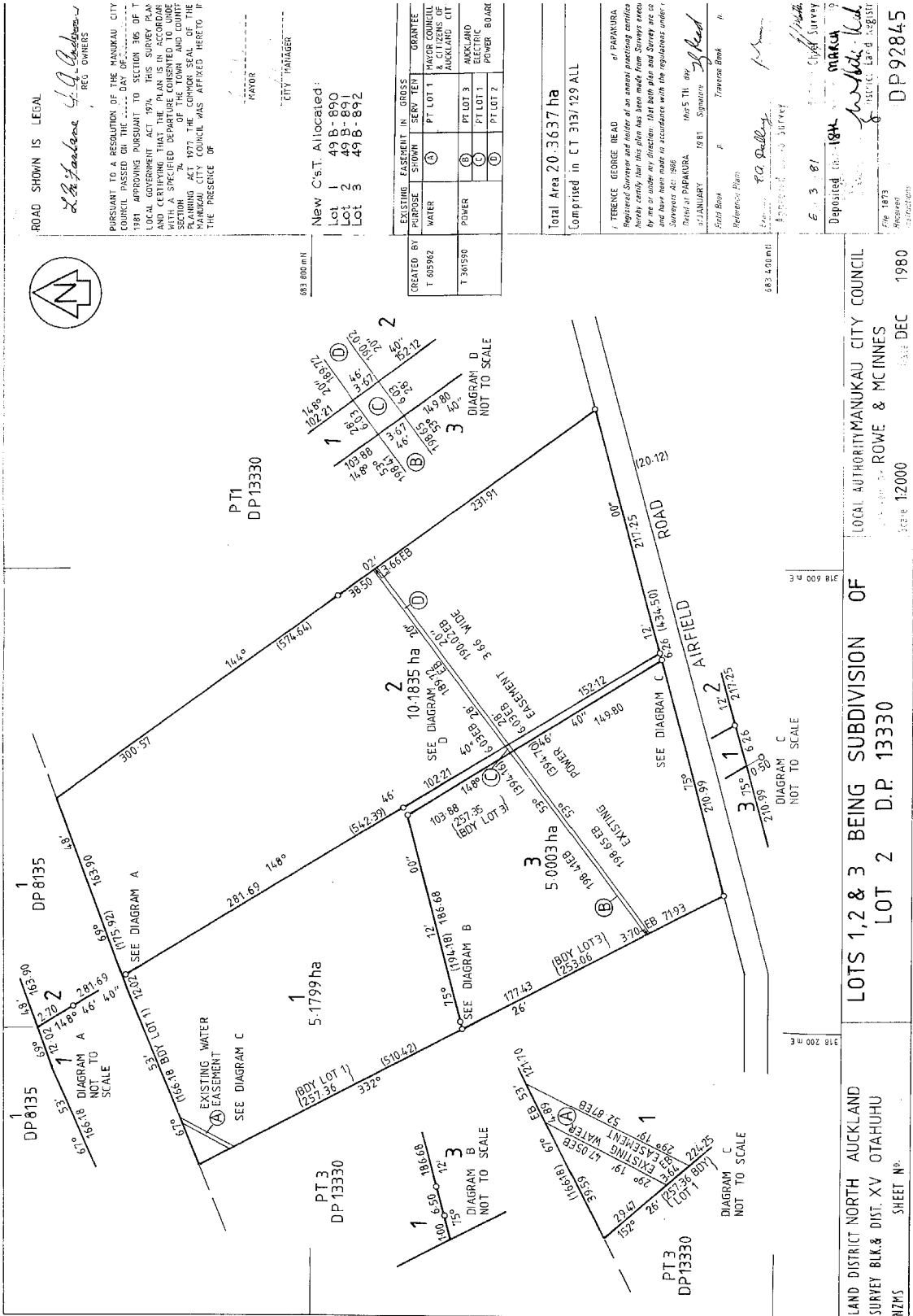
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**Interests**

Subject to a water right (in gross) over part marked A on DP 92845 in favour of The Auckland City Council created by Transfer 605962

Subject to a power right and other rights (in gross) over parts marked C on DP 92845 in favour of The Auckland Electric Power Board created by Transfer 361590

12542673.3 Mortgage to Westpac New Zealand Limited - 26.8.2022 at 4:05 pm



ROAD SHOWN IS LEGAL

PURSUANT TO A RESOLUTION OF THE MANUKAU CITY COUNCIL PASSED ON THE ... DAY OF ... 1981 APPROVING PURSUANT TO SECTION 396 OF THE LOCAL GOVERNMENT ACT 1974, THIS SURVEY PLAN AND CERTIFICATES HEREBY MADE AND APPROVED BY ME AS SURVEYOR AND AUTHORIZED TO DO SO UNDER SECTION 74 OF THE TOWN AND COUNTY PLANNING ACT 1977 THE COMMON SEAL OF THE MANUKAU CITY COUNCIL WAS AFFIXED HERETO IN THE PRESENCE OF

REG. OWNERS  
*L. G. ...*

MAYOR  
 CITY MANAGER

Scale: 1:12000

DATE OF PHOTOGRAPH: 1 APR 1981

LAND DISTRICT NORTH AUCKLAND  
 SURVEY BLK. & DIST. XV OTAHUHU  
 NZMS SHEET NO. DP13330

LOCAL AUTHORITY: MANUKAU CITY COUNCIL  
 ROWE & MCINNES  
 1980

DP 8135  
 DP 13330  
 DP 13330  
 DP 13330

LOT 1  
 LOT 2  
 LOT 3

EXISTING WATER EASEMENT  
 EXISTING WATER EASEMENT  
 EXISTING WATER EASEMENT

DIAGRAM A NOT TO SCALE  
 DIAGRAM B NOT TO SCALE  
 DIAGRAM C NOT TO SCALE  
 DIAGRAM D NOT TO SCALE

Scale: 1:12000

Scale: 1:12000

Scale: 1:12000

Scale: 1:12000



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA51A/1149  
**Land Registration District** North Auckland  
**Date Issued** 30 April 1982

**Prior References**  
NA38C/162 NA43B/37

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**Estate** Fee Simple  
**Area** 6.6561 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 95196 and Lot 1  
Deposited Plan 81758

**Registered Owners**  
Daniel Elias Nakhle and Feroz Rahat Ali

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**Interests**

Subject to Section 308 (4) Local Government Act 1974

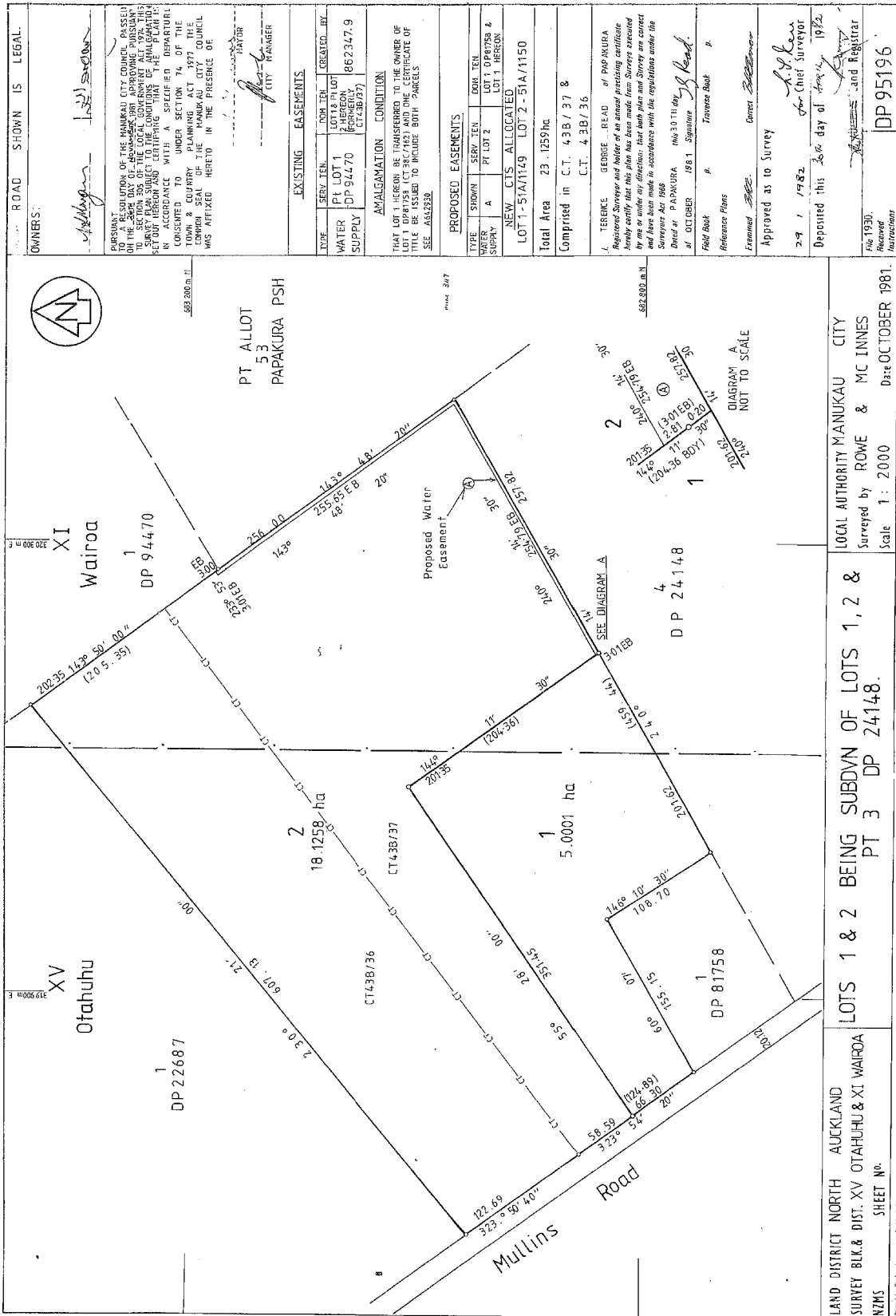
Appurtenant hereto are water supply rights created by Transfer 862347.7

Appurtenant hereto are water supply rights created by Transfer 862347.9

Appurtenant hereto is a water supply right specified in Easement Certificate B060323.9 - 30.4.1982 at 12.22 pm

D391463.1 Certificate that a building consent has been issued in respect of a building on the land that is described in Section 36(2) Building Act 1991 - 24.5.1999 at 1.06 pm (Affects Lot 1 DP 95116)

12636069.1 Mortgage to Westpac New Zealand Limited - 19.12.2022 at 5:30 pm



ROAD SHOWN IS LEGAL.

OWNERS: *[Signature]*

PURSUANT TO A RESOLUTION OF THE MANUKAU CITY COUNCIL PASSED ON THE 11th DAY OF MARCH 1981 AND IN ACCORDANCE WITH THE SURVEY PLAN SUBJECT TO THE CONDITIONS OF AMALGAMATION IN ACCORDANCE WITH THE SPECIFIC INDEMNITY AGREEMENT CONSENTED TO UNDER SECTION 74 OF THE TOWN & COUNTRY PLANNING ACT 1977 THE COMMON SEAL OF THE MANUKAU CITY COUNCIL WAS AFFIXED HERETO IN THE PRESENCE OF

PT ALLOT 53 PAKAKURA PSH

Wairoa

Otahuhu

Mullins Road

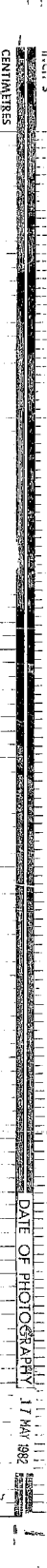
LOCAL AUTHORITY MANUKAU CITY  
 Surveyed by ROWE & MC INNES  
 Date: OCTOBER 1981.  
 Scale 1: 2000

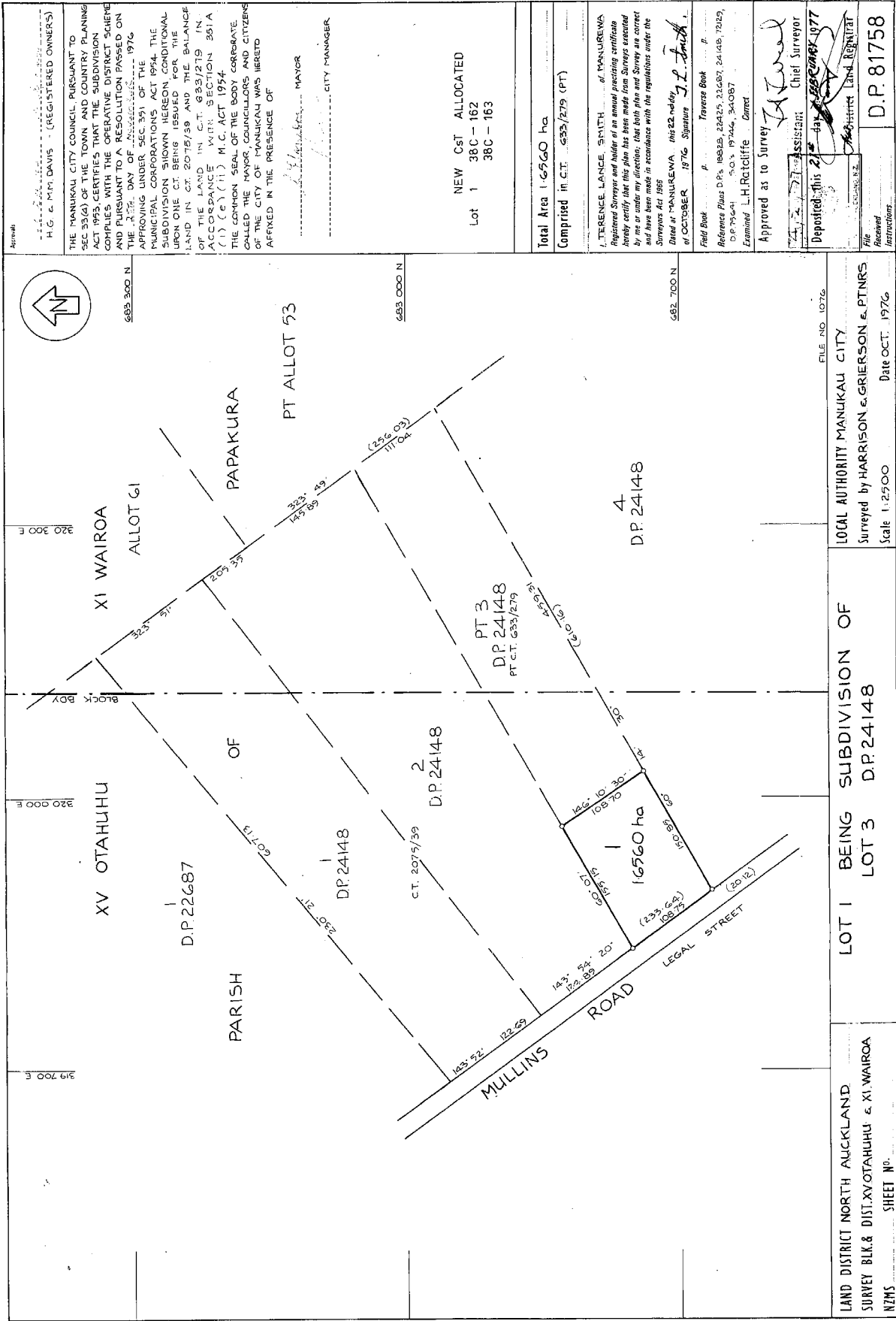
LAND DISTRICT NORTH AUCKLAND SURVEY BLK. & DIST. XV OTAHUHU & XI WAIROA  
 SHEET NO. DP 22687

LOTS 1 & 2 BEING SUBDIV OF LOTS 1, 2 & PT 3 DP 24148.

DATE OF PHOTOGRAPHY: 17 MAR 1982

Printed by Stirling Innes Ltd. Auckland, New Zealand





THE MANUKAU CITY COUNCIL PURSUANT TO SEC 33(6) OF THE TOWN AND COUNTRY PLANNING ACT 1976 CERTIFIES THAT THE SUBDIVISION COMPLETES WITH THE OPERATIVE DISTRICT SCHEME AND PURSUANT TO A RESOLUTION PASSED ON THE 27th DAY OF 1976 APPROVING UNDER SEC 391 OF THE MUNICIPAL CORPORATIONS ACT 1954 THE SUBDIVISION SHOWN HEREON CONDITIONAL UPON ONE CT BEING ISSUED FOR THE LAND IN CT 2075/39 AND THE BALANCE OF THE LAND IN CT 633/279 IN ACCORDANCE WITH SECTION 391A (1) (c) (i) M.C. ACT 1954. THE COMMON SEAL OF THE BODY CORPORATE CALLED THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF MANUKAU WAS HERETO AFFIXED IN THE PRESENCE OF

\_\_\_\_\_  
 MAYOR  
 \_\_\_\_\_ CITY MANAGER

NEW Cst ALLOCATED  
 Lot 1 38C - 162  
 38C - 163

Total Area 16560 ha  
 Comprised in C.T. 633/279 (PT)

TERENCE LANCE SMITH of MANUKAU  
 Registered Surveyor and holder of an annual practicing certificate  
 hereby certifies that this plan has been made from surveys executed by me or under my direction; that both plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act 1966

Dated at MANUKAU this 22nd day of OCTOBER 1976  
 Signature *T.L. Smith*

Field Book p. Traverse Book p.  
 Reference Plus D.P.s 10822, 22425, 22687, 24148, 7012, D.P. 75041  
 S.O.s. 1974/6, 34087  
 Examined L.H. Ratcliffe Deput

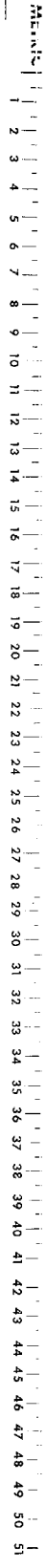
Approved as to Survey  
 \_\_\_\_\_ Chief Surveyor  
 \_\_\_\_\_ Assistant  
 Deposited this 22nd day of OCTOBER 1976  
 \_\_\_\_\_ CHIEF CLERK  
 \_\_\_\_\_ CHIEF LAND REGISTRAR  
 File \_\_\_\_\_  
 Received \_\_\_\_\_  
 Instructions \_\_\_\_\_  
 D.P. 81758

LOCAL AUTHORITY MANUKAU CITY  
 Surveyed by HARRISON GRIERSON & PTNRS  
 Scale 1:2500  
 Date OCT. 1976

LOT 1 BEING SUBDIVISION OF  
 LOT 3 D.P. 24148

LAND DISTRICT NORTH AUCKLAND  
 SURVEY BLK. & DIST. XV OTAHUHU & XI WAIROA  
 NZMS SHEET NO.

US FORM 18-2  
 W.S. Byers Survey-General, Department of Lands and Survey, Wellington  
 Printed by Printing House Ltd., Auckland, New Zealand





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA127C/914  
**Land Registration District** North Auckland  
**Date Issued** 04 July 2000

**Prior References**  
NA105B/350

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**Estate** Fee Simple  
**Area** 2.0000 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 198874  
**Registered Owners**  
David Ernst Von Elling and Lilla Iren Von Elling

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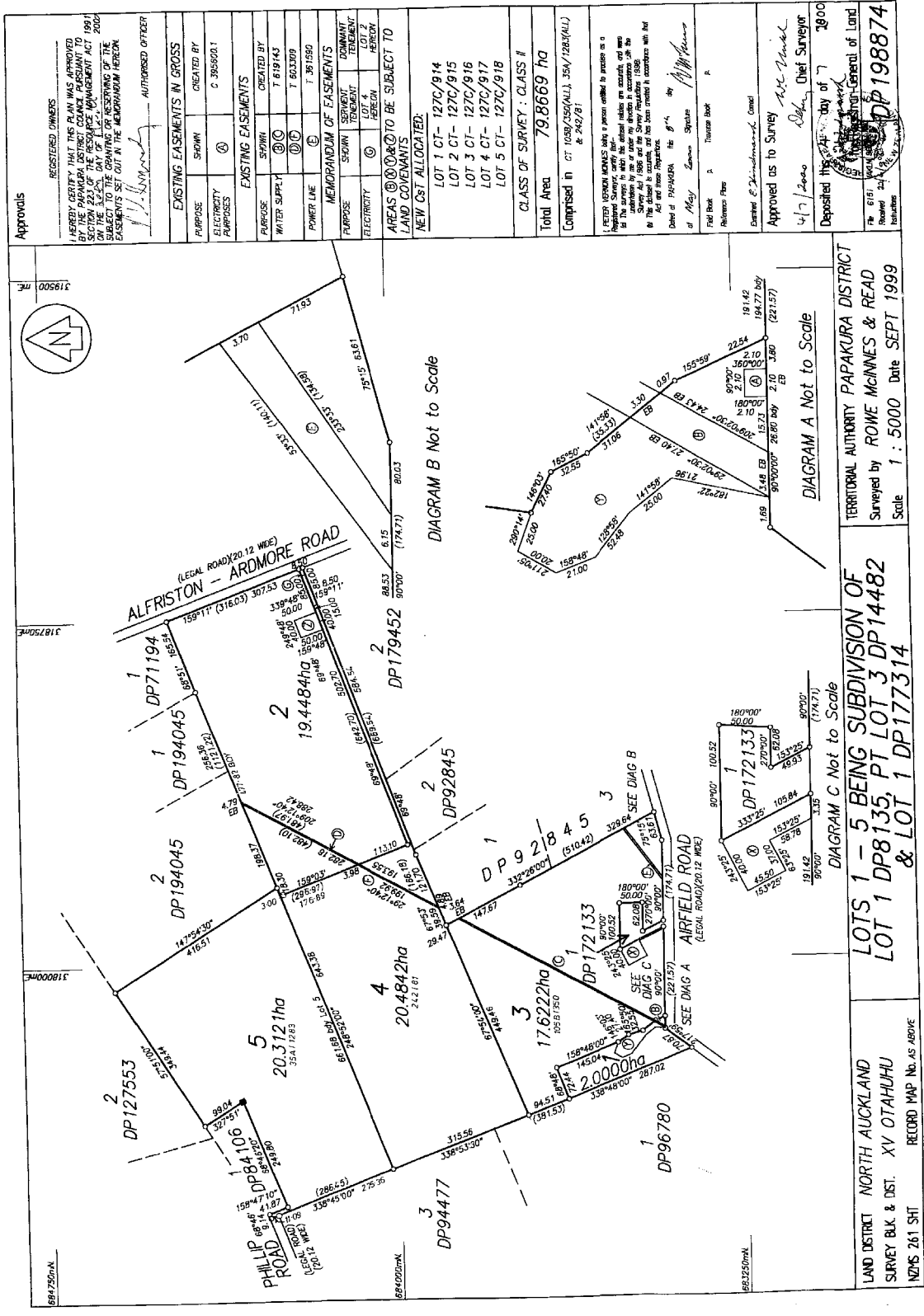
**Interests**

Subject to a water right (in gross) over part marked B on DP 198874 in favour of Auckland City Council created by Transfer 619143

Subject to an electricity right (in gross) over part marked A on DP 198874 in favour of Auckland Electric Power Board created by Transfer C395600.1

D517292.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 by Papakura District Council - produced 22.6.2000 at 3.41 pm and entered 4.7.2000 at 9.00 am

8714957.3 Mortgage to (now) ASB Bank Limited - 11.3.2011 at 4:43 pm



14 JUL 2000

LAND DISTRICT NORTH AUCKLAND  
SURVEY BLK. & DST. XV OTAHUHU  
NZMS 261 SHT RECORD MAP NO. 45 ABOVE

LOTS 1 - 5 BEING SUBDIVISION OF  
TERRITORIAL AUTHORITY PAPAOKURA DISTRICT  
Surveyed by ROWE McMINNES & READ  
Scale 1 : 5000 Date SEPT 1999

LOT 1 DP8135, PT LOT 3 DP14482  
& LOT 1 DP177314

DIAGRAM A Not to Scale

DIAGRAM B Not to Scale

DIAGRAM C Not to Scale





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA137A/419**  
**Land Registration District** **North Auckland**  
**Date Issued** 26 September 2001

**Prior References**  
NA105A/881      NA127C/916

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**Estate** Fee Simple  
**Area** 6017 square metres more or less  
**Legal Description** Lot 1 Deposited Plan 208957

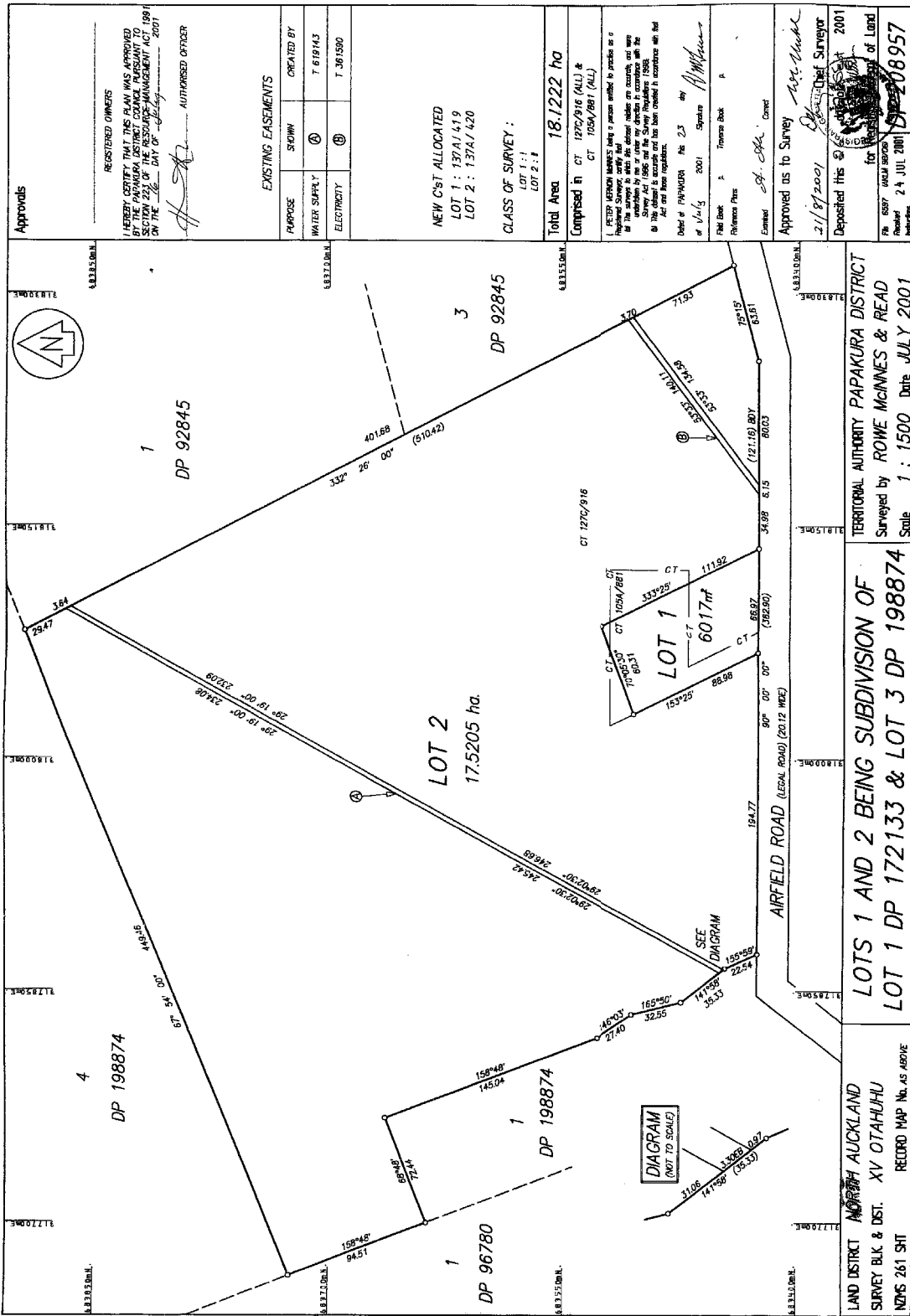
**Registered Owners**  
Onkar Singh and Parvinder Kaur

---

**Interests**

D517292.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - produced 22.6.2000 at 3:41 pm and entered 4.7.2000 at 9:00 am (affects part)

12810819.3 Mortgage to ANZ Bank New Zealand Limited - 23.8.2023 at 4:24 pm



DS17292.3 CONO

IN THE MATTER OF

Section 221 of the Resource  
Management Act 1991

BETWEEN

ARDMORE FARMS LIMITED, of  
Auckland

Registered Proprietor

AND

THE PAPA KURA DISTRICT  
COUNCIL

The Council

CONSENT NOTICE UNDER SECTION 221 OF THE  
RESOURCE MANAGEMENT ACT 1991

In the Matter of Lots 1 - 5 on Deposited Plan 198874

THE PAPA KURA DISTRICT COUNCIL the Territorial Authority having jurisdiction in respect of the above land, hereby gives notice that subdivision consent is granted subject to the following conditions being complied with as to Lots 2 - 5 on Deposited Plan 198874:

- (a) That the recommendations contained in the Geotechnical Investigation Report prepared by Geotek Services Limited, Referenced 943 and dated 11 August 1999, including information and recommendations relating to foundation design, slope stability and sanitary effluent disposal be continually upheld. Further favourable geotechnical investigation and design would be required to vary from the recommendations of that report, including specified building platform locations.
- (b) That future development on each site, including buildings and impermeable surfaces, is to include provision for stormwater detention/disposal which is to be designed in accordance with the specifications of the Stormwater Management Plan submitted by Rowe McInnes and Read dated 13 June 2000, Ref : 6151. Any future development digressing from that stormwater disposal plan will need to be supported by further specific engineering investigation and calculations demonstrating that stormwater runoff from the site will not be significantly increased as a result of the proposed development.
- (c) That residential buildings, residential ancillary buildings, garages, swimming pools, paved tennis courts but excluding lawn tennis courts and gardens, be restricted to the residential curtilage area shown on the title as covenant areas X, Y and Z. The location of this residential curtilage area may only be altered with the agreement of Council pursuant to section 221 of the Resource Management Act 1991 at no cost to Council. In order to decide whether to approve a relocation of the residential curtilage area the Council shall be satisfied that the altered residential curtilage area is in compliance with the criteria and rules of 7.1.5.2(f) of the Papakura District Plan (Operative June 1999) and that the total area of the residential curtilage area does not exceed 2000m<sup>2</sup>. Building outside of the residential curtilage area or an amended curtilage area not complying with rule 7.1.5.2 (f) of the Papakura District Plan (Operative June 1999) could not occur until a Non Complying Activity Land Use Resource Consent.

THE PAPAKURA DISTRICT COUNCIL the Territorial Authority having jurisdiction in respect of the above land, hereby gives notice that subdivision consent is granted subject to the following conditions being complied with as to Lots 1 - 3 on Deposited Plan 198874:

- (a) Lots 1 and 3 are subject to controls relating to the operation of Ardmore Aerodrome and ancillary industrial uses, as follows
- The height of buildings is subject to limitations for side and transitional approach surface and helicopter approach and departure paths.
  - Future habitable rooms shall be designed and constructed to ensure that the predicted internal noise environment does not exceed Ldn 45 dBA. A certificate or report confirming that this condition can be complied with shall be provided to accompany the Building Consent applications by a person suitably qualified and experienced in acoustic engineering to the satisfaction of Council. Reference is made to the noise contour diagram titled "FIGURE 8" unless future District Plans contain more restrictive controls.

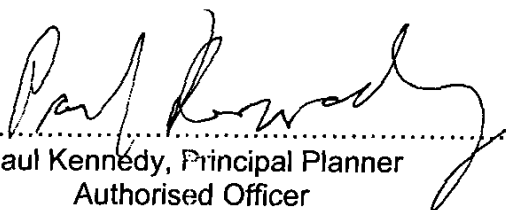
THE PAPAKURA DISTRICT COUNCIL the Territorial Authority having jurisdiction in respect of the above land, hereby gives notice that subdivision consent is granted subject to the following condition being complied with as to Lots 4 and 5 on Deposited Plan 198874:

- (a) That at the time of Building Consent approval for a residential development on Lots 4 and 5 a "residential curtilage area" of up to 2000m<sup>2</sup> complying with rule 7.1.5.2(f) of the Proposed Papakura District Plan shall be identified to the satisfaction of Council. Residential buildings, residential ancillary buildings, garages, swimming pools, paved tennis courts but excluding lawn tennis courts and gardens, be restricted to that residential curtilage area. This condition shall lapse if residential curtilage area rules are removed from future District Plans.

The conditions of the Consent Notice may be altered to reflect:

- (a) Alterations of the contents of engineering reports provided prior to approval pursuant to section 224 of the Resource Management Act 1991 and/or
- (b) The development of the site in accordance with an approved Building Consent issued subsequent to this resource consent.

Dated at Papakura this 15th day of June 2000

  
.....  
Paul Kennedy, Principal Planner  
Authorised Officer

# LINZ COPY



PRODUCED  
ENTERED

3.41 22 JUN 00 D 517292.3  
9.00 4.7.00

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH  
for REGISTRAR - GENERAL OF LAND



127c | 914  
105B | 350  
35A | 1283  
242 | 81



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** 149157  
**Land Registration District** North Auckland  
**Date Issued** 25 November 2004

**Prior References**  
NA49B/892

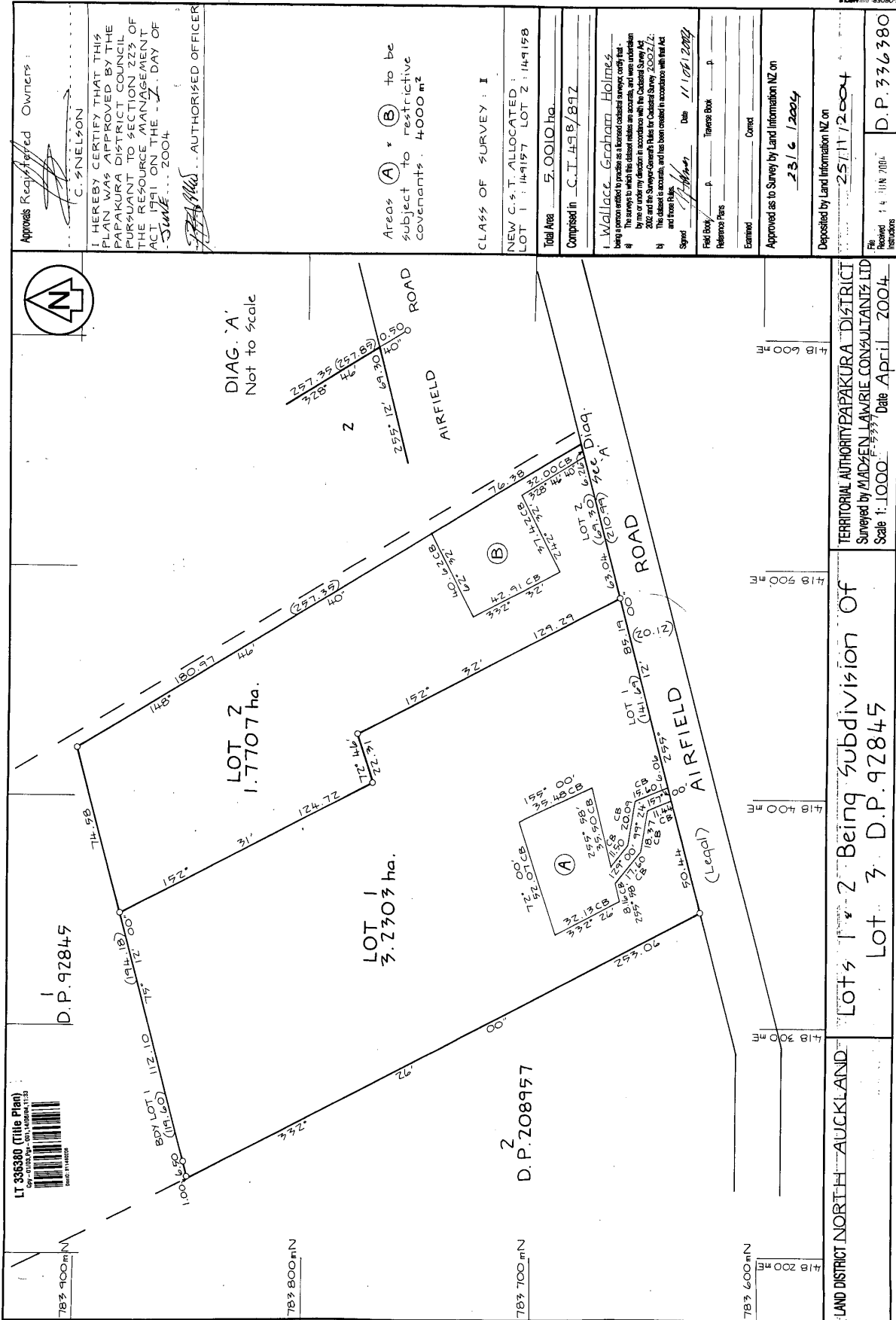
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**Estate** Fee Simple  
**Area** 3.2303 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 336380  
**Registered Owners**  
Grendizer Limited

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**Interests**

D579802.1 Certificate that a building consent has been issued in respect of a building on the land that is described in Section 36(2) Building Act 1991 - 14.2.2001 at 2:51 pm  
Land Covenant in Deed 6228272.2 - 25.11.2004 at 9:00 am  
6487462.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.7.2005 at 9:00 am  
13194889.3 Mortgage to Westpac New Zealand Limited - 20.12.2024 at 4:12 pm



Approvals Required Owners:  
C. SNELSON

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN APPROVED BY THE PAPAKURA DISTRICT COUNCIL PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE 21 DAY OF June 2004

*[Signature]* AUTHORIZED OFFICER

Areas (A) \* (B) to be subject to restrictive covenants: 4000 m<sup>2</sup>

CLASS OF SURVEY: I

NEW C.S.T. ALLOCATED:  
LOT 1: 149157 LOT 2: 149158

Total Area 5.0010 ha

Comprised in C.T. 48/897

I, Wallace Graham Holmes being a person entitled to practice as a licensed cadastral surveyor, certify that the survey to which this document relates was accurately and lawfully undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General Rules for Cadastral Survey 2002/2.

This document is accurate, and has been created in accordance with that Act and those Rules.

Signed *[Signature]* Date 11 Oct 2004

Field Book p. \_\_\_\_\_ Traverse Book p. \_\_\_\_\_

Reference Plans \_\_\_\_\_

Examined \_\_\_\_\_ Correct \_\_\_\_\_

Approved as to Survey by Land Information NZ on 23/6/2004

Deposited by Land Information NZ on 25/11/2004

File Received 14 JUN 2004

Instructions D.P. 336380

LAND DISTRICT NORTH AUCKLAND

Lot 1 & 2 Being Subdivision of TERRITORIAL AUTHORITY PAPAKURA DISTRICT

Lot 3 D.P. 92845 Surveyed by M/AD/SEN LAWRIE CONSULTANTS LTD Scale 1:1000 Date April 2004

AJ BRON, SURVEYOR GENERAL, LAND INFORMATION, NEW ZEALAND



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **1161568**  
**Land Registration District** **North Auckland**  
**Date Issued** 08 February 2024

**Prior References**

665494 665495

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**Estate** Fee Simple  
**Area** 12.3694 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 598608

**Registered Owners**

Daniel Elias Nakhle and Feroz Rahat Ali

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**Interests**

Appurtenant hereto is a water supply right created by Transfer 862347.9 - 13.8.1980 at 12:04 pm

Subject to a water supply right over part marked E,F, G on DP 598608 specified in Easement Certificate B060323.9 - 30.4.1982 at 12.22 pm

D605451.5 Consent Notice pursuant to Section 221 (1) Resource Management Act 1991 - produced 18.5.2001 at 1.15 pm and entered 22.6.2001 at 9.00 am (Affects part formerly Lot 2 DP 478631)

9816292.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 1.10.2014 at 12:21 pm (Affects part formerly Lot 1 DP 478631)

Subject to a right of way over part marked Z on DP 598608 created by Easement Instrument 12911359.8 - 8.2.2024 at 1:14 pm

The easements created by Easement Instrument 12911359.8 are subject to Section 243 (a) Resource Management Act 1991 12911359.9 Mortgage to Westpac New Zealand Limited - 8.2.2024 at 1:14 pm



D605451.5.

010

IN THE MATTER OF

Section 221 of the Resource  
Management Act 1991

BETWEEN

LINETTE ALISON MORGAN, of  
Auckland

Registered Proprietor

AND

THE PAPA KURA DISTRICT  
COUNCIL

The Council

CONSENT NOTICE UNDER SECTION 221 OF THE  
RESOURCE MANAGEMENT ACT 1991

In the Matter of Lots 1 and 2 on Deposited Plan 190663  
being a subdivision of Lot 2 DP 95196

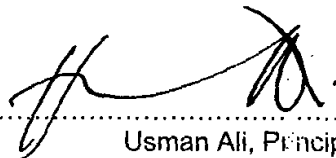
THE PAPA KURA DISTRICT COUNCIL the Territorial Authority having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following conditions being complied with as to Lots 1 and 2 on Deposited Plan 190663:

- That the information and recommendations contained in the geotechnical report prepared by Chambers Consultants Limited, referenced 970165 and dated 03 April 1997, be continually upheld with specific regard to recommendations for foundations of future buildings and stormwater disposal.

THE PAPA KURA DISTRICT COUNCIL the Territorial Authority having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following conditions being complied with as to Lot 1 on Deposited Plan 190663:

- That with respect to Lot 1, residential buildings, residential ancillary buildings, garages, swimming pools, paved tennis courts but excluding lawn tennis courts and gardens, be restricted to the residential curtilage area shown on the title as Land Covenant Area D.

Dated at Papakura this 20th day of April 2001



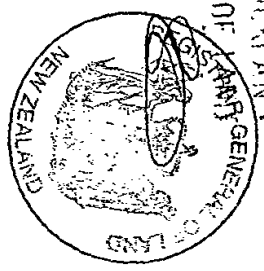
Usman Ali, Principal Planner  
Authorised Officer

Our File Ref: 16/98/35  
P90 Mullins Road

LINZ COPY



PRODUCED 1.15 18MAY01 D 6054511 05  
ENTERED 9:06 22.5.01  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NORTH ISLAND  
for REGISTRAR-GENERAL OF LAND



# View Instrument Details



**Instrument No** 9816292.2  
**Status** Registered  
**Date & Time Lodged** 01 October 2014 12:21  
**Lodged By** Wallace, Anne Michele  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



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Affected Computer Registers	Land District
NA120C/266	North Auckland
NA120C/267	North Auckland

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**Annexure Schedule:** Contains 1 Page.

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## Signature

Signed by Anthea Mary Coombes as Territorial Authority Representative on 01/10/2014 11:53 AM

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

<u>IN THE MATTER OF</u>	Section 221 of the Resource Management Act 1991
<u>BETWEEN</u>	J K Maclachlan Registered Proprietor
<u>AND</u>	The Auckland Council The Council

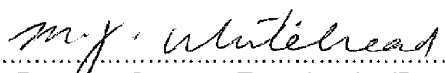
CONSENT NOTICE UNDER SECTION 221 OF THE  
RESOURCE MANAGEMENT ACT 1991

In the Matter of Lot 1 on Deposited Plan 478631

The Auckland Council having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following conditions being registered against the Certificate of Title for Lot 1 and complied with as follows:

- I. That the information and recommendations contained in the geotechnical report prepared by Chambers Consultants Limited, referenced 970165 and dated 03 April 1991, be continually upheld with specific regard to recommendations for foundations of future buildings and stormwater disposal.
- II. All residential buildings, ancillary buildings, garages, swimming pools and paved tennis courts shall be restricted to the residential curtilage area shown on the title as Land Covenant Area D.

Dated at Papakura this ...<sup>30<sup>th</sup></sup>...day of September 2014

  
.....  
Marian Whitehead - Resource Consents Team Leader (Papakura),  
Southern Resource Consenting  
Authorised Officer



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA134C/507**  
**Land Registration District** **North Auckland**  
**Date Issued** 04 July 2002

**Prior References**  
NA31C/493

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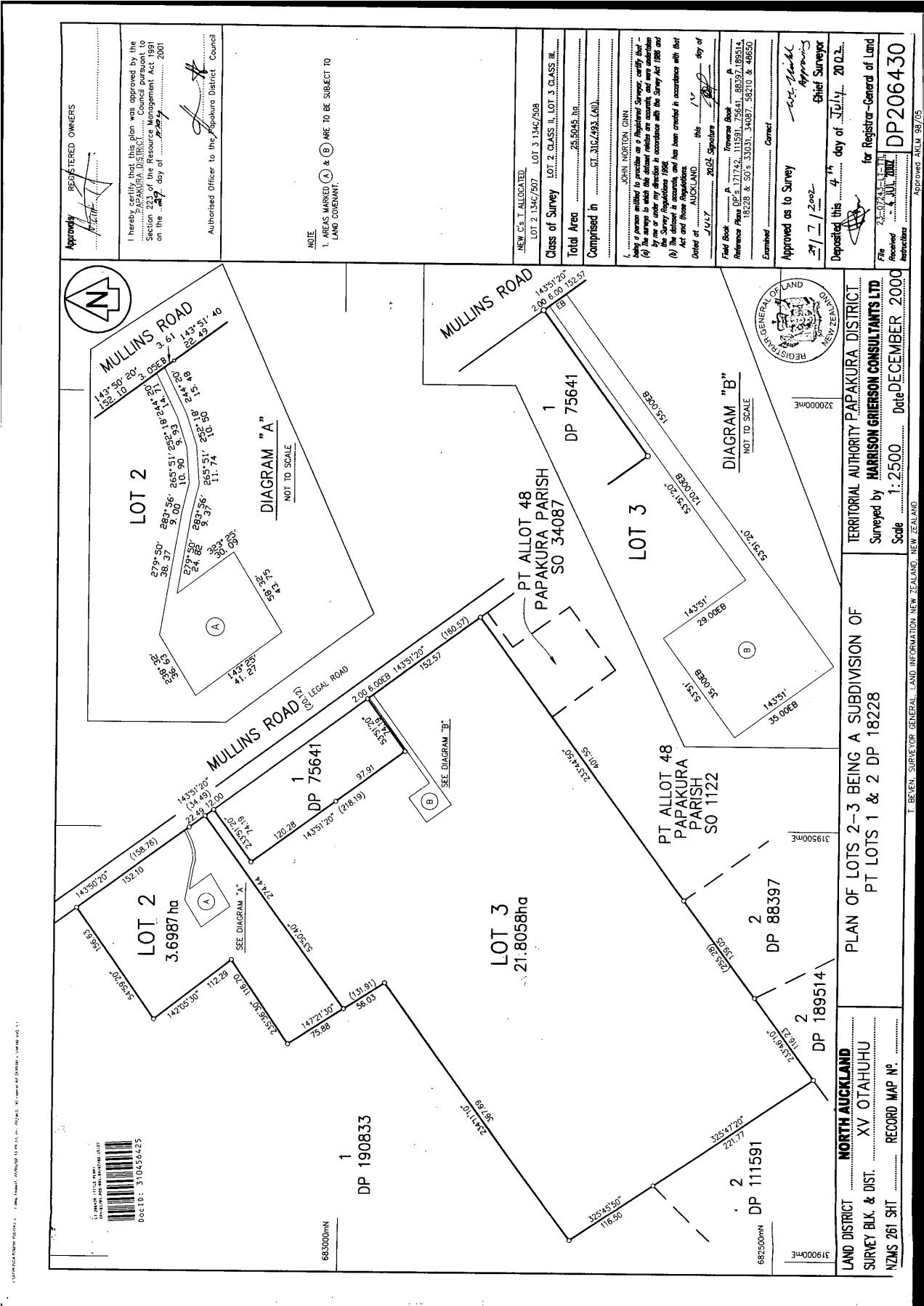
**Estate** Fee Simple  
**Area** 3.6987 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 206430

**Registered Owners**  
Stella Louise Savill and Sharyn Ann Savill

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**Interests**

Land Covenant in Deed 5274769.2 - 4.7.2002 at 12:17 pm  
5274769.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 4.7.2002 at 12:17 pm



Approxy REGISTERED OWNERS

I hereby certify that this plan was approved by the PAPAKURA DISTRICT COUNCIL in accordance with Section 223 of the Resource Management Act 1991 on the 27th day of July 2002.

Authorised Officer to the Papakura District Council

NOTE  
1. AREAS MARKED (A) & (B) ARE TO BE SUBJECT TO LAND COVENANT.

NEW C.S.T. ALLOCATED LOT 2 134C/507, LOT 3 134C/508  
Class of Survey LOT 2 CLASS II, LOT 3 CLASS III.  
Total Area 26.5045 ha  
Comprised in CT. 3162493 (ALL)

JOHN MORTON GNM  
I have examined the original survey plan and certify that it is correct in accordance with the Survey Act 1988 and the Survey Regulations 1988.  
(a) The subject is accurate, and has been created in accordance with the Order of the LAND REGISTRATION ACT 1988.  
(b) The subject is correct.  
Date of Survey 27/7/2002  
Day of Survey 17

Field Book A  
Reference Plans DP 111591, 111591, 75641, 88397, 189514, 18228 & SO 33031, 34087, 58210 & 48650  
Examined Correct

Approved as to Survey 27/7/2002  
Approved Chief Surveyor

Deposited this 4th day of July 2002  
for Registrar-General of Land  
File Number DP206430  
Approved AKLM 99/05

TERRITORIAL AUTHORITY PAPAKURA DISTRICT  
Surveyed by HARRISON GRIERSON CONSULTANTS LTD  
Scale 1:2500 Date DECEMBER 2000

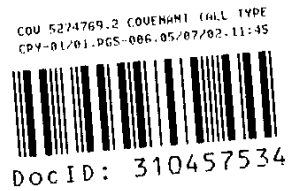
PLAN OF LOTS 2-3 BEING A SUBDIVISION OF  
PT LOTS 1 & 2 DP 18228

LAND DISTRICT NORTH AUCKLAND  
SURVEY BLK. & DIST. XV OTAHUHU  
NZMS 261 SH1 RECORD MAP NO.

DEED dated the 16TH day of August 2001

**PARTIES**

- 1. ARDMORE AIRPORT LIMITED ("Covenantor")
- 2. ARDMORE AIRPORT LIMITED ("Covenantee")



**RECITAL OF FACTS**

- A. The Covenantor is registered as proprietor of the estate described in the first schedule ("Servient Land").
- B. The Covenantee is registered as proprietor of the estates described in the second schedule ("Dominant Land").
- C. The Covenantor has agreed with the Covenantee to accept restrictions upon the Servient Land for the benefit of the Dominant Land.

**COVENANTS**

- 1. The Covenantor for itself and its successors in title to the Servient Land hereby covenants and agrees with the Covenantee and its successors in title to the Dominant Land, that the Covenantor will henceforth and at all times hereafter observe and perform the stipulations and restrictions contained in the Third Schedule to the end and intent that each of the stipulations and restrictions shall, in the manner and to the extent prescribed, forever enure for the benefit of, and be appurtenant to, the whole of the Dominant Land and every part thereof.
- 2. This deed shall be registered against the estate described in the First Schedule by the Covenantor forthwith following execution, and the provisions of this deed shall run forever in favour of the registered proprietor of the Dominant Land or any part thereof from time to time.

**FIRST SCHEDULE**

(Servient Land)

Certificate of Title	Lot and Deposited Plan Number
31C/493	Lots 1 and 2 DP18228

## SECOND SCHEDULE

(Dominant Land)

Certificate of Title	Lot and Deposited Plan Number
118B/694	Lot 1 DP190833
60A/721	Lot 1 DP107840
60A/722	Lot 2 DP107840
105A/441	Lot 22 DP171923
105A/442	Lot 41 DP171923
106C/574	Lot 200 DP173738
106C/575	Lot 201 DP173738
106C/576	Lot 202 DP173738
106C/577	Lot 203 DP173738
106C/578	Lot 204 DP173738
106C/579	Lot 205 DP173738
106C/580	Lot 206 DP173738
106C/581	Lot 207 DP173738
106C/582	Lot 208 DP173738
106C/583	Lot 209 DP173738
106C/584	Lot 300 DP173739
106C/585	Lot 301 DP173739
106C/586	Lot 302 DP173739
106C/587	Lot 303 DP173739
106C/588	Lot 304 DP173739
106C/591	Lot 307 DP173739
106C/592	Lot 1 DP173740
106C/593	Lot 2 DP173740
106C/594	Lot 3 DP173740
106C/595	Lot 4 DP173740
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106C/616	Lot 33 DP173742
106C/617	Lot 34 DP173742
106C/618	Lot 35 DP173742
106C/619	Lot 36 DP173742
106C/620	Lot 37 DP173742
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106C/623	Lot 27 DP173743
106C/624	Lot 28 DP173743
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110D/580	Lot 114 DP179798

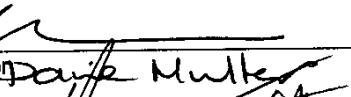

110D/581	Lot 115 DP179798
110D/582	Lot 116 DP179798
110D/583	Lot 117 DP179798
110D/584	Lot 118 DP179798
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110D/623	Lot 134 DP179799
110D/624	Lot 135 DP179799
110D/625	Lot 136 DP179799
110D/626	Lot 137 DP179799
110D/627	Lot 138 DP179799
110D/628	Lot 139 DP179799
110D/629	Lot 140 DP179799
110D/630	Lot 305 DP179799
110D/631	Lot 306 DP179799

**THIRD SCHEDULE**

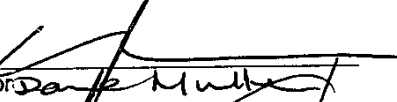
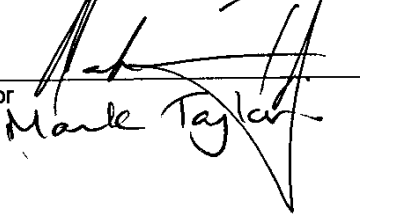
The Covenantor shall not at any time object in any way:

- (a) to the use of the Dominant Land as an airport (utilised by both fixed wing aircraft and helicopters); or
- (b) to any activities on the Dominant Land normally carried out on, in relation to, or in conjunction with an airport.

**SIGNED by the Covenantor**            ]  
**ARDMORE AIRPORT LIMITED**        ]  
by:    ]

Director   
Director 

**SIGNED by the Covenantee**        ]  
**ARDMORE AIRPORT LIMITED**        ]  
by:    ]

Director   
Director 

**DEED OF LAND COVENANT**

relating to

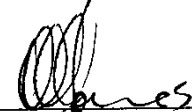
**BETWEEN ARDMORE AIRPORT LIMITED**

Covenantor

**AND ARDMORE AIRPORT LIMITED**

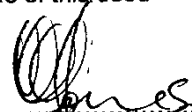
Covenantee

Correct for the purposes of the Land Transfer Act

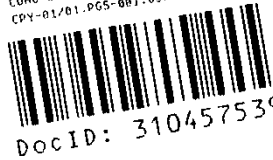
  
\_\_\_\_\_  
Solicitor for the Covenantee

TO: The DLR

Please note the covenants contained in the within deed of land covenant against the certificates of title referred to in the first schedule of this deed

  
.....  
Solicitor for the Covenantee

**BURTON & CO  
SOLICITORS  
AUCKLAND**



IN THE MATTER OF

Section 221 of the Resource  
Management Act 1991

BETWEEN

ARDMORE AIRPORT LIMITED  
of Wellington

Registered Proprietors

AND

THE PAPAKURA DISTRICT  
COUNCIL

The Council

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

In the Matter of Lots 2 and 3 on Deposited Plan 206430  
being subdivision of Pt Lots 1 and 2 DP 18228

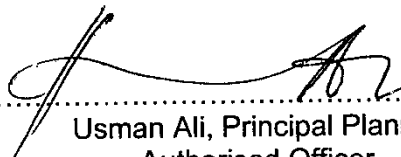
PAPAKURA DISTRICT COUNCIL, the Territorial Authority having jurisdiction in respect of the above land, hereby gives notice that subdivision consent is granted subject to the following conditions being complied with as to Lots 2 and 3 on Deposited Plan 206430:

- (a) That residential buildings, residential ancillary buildings, garages, swimming pools, paved tennis courts but excluding lawn tennis courts and gardens, be restricted to the residential curtilage area shown on the title as covenant area 'A' and 'B'.

PAPAKURA DISTRICT COUNCIL, the Territorial Authority having jurisdiction in respect of the above land, hereby gives notice that subdivision consent is granted subject to the following conditions being complied with as to Lot 3 on Deposited Plan 206430:

- (a) That the recommendations made in the geotechnical report prepared by Harrison Grierson Consultants Limited reference 23.07243.1 dated October 2000 shall be strictly adhered to.

Dated at Papakura this 29<sup>th</sup> day of May 2002

  
.....  
Usman Ali, Principal Planner  
Authorised Officer

Our File Ref: 16/00/070  
P - 41-57 Mullins Road



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA137A/420**  
**Land Registration District** **North Auckland**  
**Date Issued** 26 September 2001

**Prior References**

NA105A/881      NA127C/916

---

**Estate** Fee Simple  
**Area** 17.5205 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 208957

**Registered Owners**

Daniel Elias Nakhle and Feroz Rahat Ali

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**Interests**

Subject to a power line right (in gross) over part marked B on DP 208957 in favour of The Auckland Electric Power Board created by Transfer 361590

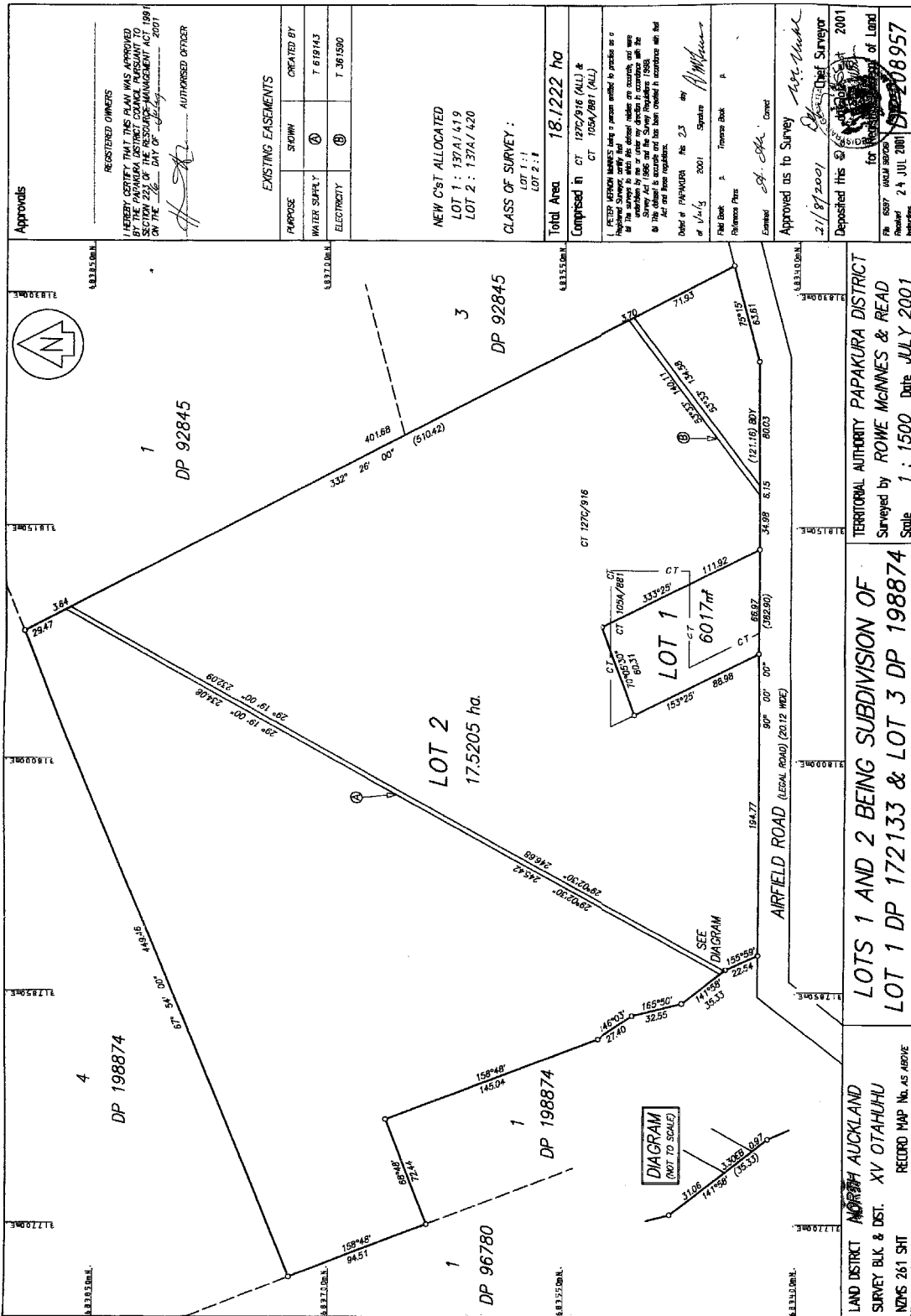
D517292.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - produced 22.6.2000 at 3.41 pm and entered 4.7.2000 at 9.00 am (affects part)

Subject to a right to convey water, telecommunications, computer media, electricity and gas and right to drain water over part marked C on DP 469754 created by Easement Instrument 9594770.1 - 17.1.2014 at 11:52 am

10063408.2 Mortgage to Westpac New Zealand Limited - 29.5.2015 at 11:56 am

10603774.2 Encumbrance to Watercare Services Limited - 12.5.2021 at 12:35 pm

10603774.3 Mortgage Priority Instrument making Encumbrance 10603774.2 first priority and Mortgage 10063408.2 second priority - 12.5.2021 at 12:35 pm



Micro Record Bureau Ltd. DATA CONVERSION 15 OCT 2001



# View Instrument Details

**Instrument No** 10603774.2  
**Status** Registered  
**Date & Time Lodged** 12 May 2021 12:35  
**Lodged By** Cameron, Carolyn Ann  
**Instrument Type** Encumbrance



---

<b>Affected Records of Title</b>	<b>Land District</b>
NA137A/420	North Auckland

---

**Annexure Schedule** Contains 4 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 Carolyn Ann Cameron as Encumbrancer Representative on 21/04/2021 03:50 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 Hadleigh Morton Yonge as Encumbrancee Representative on 10/05/2021 03:51 PM

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

**Encumbrance instrument**  
(Section 100 Land Transfer Act 2017)

**Land registration district**

North Auckland

Record of Title (unique identifier)	All/part	Area/description of part
NA137A/420	All	

**Encumbrancer** *Surname(s) must be underlined.*Daniel Elias Nakhle and Feroz Rahat Ali**Encumbrancee** *Surname(s) must be underlined.*

Watercare Services Limited

**Estate or interest to be encumbered** *Insert, eg, fee simple, leasehold in lease number, etc.*

Fee simple

**Encumbrance memorandum number**

N/A

**Nature of security** *State whether sum of money, annuity, or rentcharge, and amount.*

Rent charge of \$1.00 plus GST per annum

**Operative clause** *Delete words in [ ], as appropriate.*

The **Encumbrancer encumbers for the benefit of the Encumbrancee** the land in the above record of title(s) **with** the above sum of money, annuity, or rentcharge to be raised and paid in accordance with the terms set out in the ~~[above encumbrance memorandum]~~ [Annexure Schedule(s)] **and** so as to incorporate in this encumbrance the terms and other provisions set out in the ~~[above encumbrance memorandum]~~ ~~[and]~~ [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

**Annexure Schedule 1****Terms** *Continue on additional Annexure Schedule(s) if required.*

- 1 **Length of term:** 999 years
- 2 **Payment date(s):** 1 January each year if demanded by the Encumbrancee
- 3 **Rate(s) of interest:**
- 4 **Event(s) in which the sum, annuity, or rentcharge becomes payable:** Upon demand
- 5 **Event(s) in which the sum, annuity, or rentcharge ceases to be payable:**

**Covenants and conditions***Continue in Annexure Schedule if required*

See Annexure Schedule

**Modification of statutory provisions***Continue in additional Annexure Schedule if required*

Sections 23, 185, 203 – 205, 289, 302 – 306 and Schedule 4 of the Property Law Act 2007 and section 208 of the Land Transfer Act 2017 apply to this instrument but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rentchargee) the Encumbrancee is entitled to none of the powers and remedies given to encumbrances or mortgagees by the Land Transfer Act 2017 and the Property Law Act 2007.

## Annexure Schedule 2

## Insert type of instrument

Encumbrance

Dated

Page

1

of

3

Pages

Continue in additional Annexure Schedule, if required.

## Continuation of "Covenants and Conditions"

## 1 Definitions and interpretation

## 1.1 In this instrument:

- (a) *Agreement* means the Agreement for Sale and Purchase of a Pipe dated 1 November 2016 between the Encumbrancee and the Encumbrancer.
- (b) *Easement* means the registered water right (in gross) in respect of area A shown on Deposited Plan 208957 created by Transfer 619143, the benefit and burden of which has vested in the Encumbrancee by virtue of section 37 of the Local Government (Tamaki Makaurau Reorganisation) Act 2009.
- (c) *Encumbrancee* means Watercare Services Limited and includes its successors and assigns.
- (d) *Encumbrancer* means Daniel Elias Nakhle and Feroz Rahat Ali and any other registered owner of the Land from time to time.
- (e) *Land* means Lot 2 Deposited Plan 208957, comprised in Record of Title NA137A/420.
- (f) *Limited Amount* means the actual amount recoverable from the assets of the DE Nakhle Investment Trust from time to time.
- (g) *Pipe* means that part of the Encumbrancee's water pipeline located under the Land, as more particularly described in the Agreement and for which the Easement was granted.

## 2 Background

2.1 The Encumbrancer is the registered owner of the Land.

2.2 The Encumbrancee is:

- (a) a council controlled organisation as defined by the Local Government Act 2002 and is an Auckland water organisation as defined by section 4(1)(b)(ii) of the Local Government (Auckland Council) Act 2009; and
- (b) responsible for the supply of potable water and for the collection, treatment and disposal of wastewater,

and was the owner of the Pipe.

2.3 The Encumbrancee agreed to:

- (a) sell the Pipe to the Encumbrancer; and
- (b) partially surrender the Easement in respect of the Land,

upon the terms and conditions contained in the Agreement, one of which is that the Encumbrancer concurrently accepts for itself and its successors in title to the Land responsibility and liability for the Pipe in accordance with the terms of this encumbrance.

**Annexure Schedule 2****Insert type of instrument**

Encumbrance

Dated

Page

2

of

3

Pages

*Continue in additional Annexure Schedule, if required.***3 Intention of encumbrance**

- 3.1 The intention of this encumbrance is to secure the ongoing performance by the Encumbrancer of the obligations contained in the First Schedule and the Encumbrancee shall only be required to provide a discharge of this encumbrance in the circumstances described in clause 6.1.

**4 Covenants**

- 4.1 The Encumbrancer and its successors in title to the Land hereby covenant, acknowledge and agree with the Encumbrancee, as a positive covenant for the benefit of the Encumbrancee, that the Encumbrancer shall, at all times hereafter, observe and perform all of the stipulations and restrictions contained in the First Schedule to the end and intent that each of the stipulations and restrictions shall, in the matter and to the extent prescribed, forever be for the benefit of the Encumbrancee.

**5 Costs**

- 5.1 The Encumbrancer shall pay all reasonable costs directly or indirectly attributable to the preparation, registration, enforcement and discharge of this encumbrance and any documents associated with it.

**6 First charge**

- 6.1 This encumbrance shall rank as a first charge in respect of the Land and the Encumbrancer shall enter into a priority instrument with any chargeholder or mortgagee to reflect the same.

**7 Discharge of encumbrance**

- 7.1 The Encumbrancer shall be entitled to a discharge of this encumbrance at the request and cost of the Encumbrancer upon either the Pipe being removed from the Land or the Encumbrancee being reasonably satisfied that the covenants in this encumbrance have become obsolete.

**8 Registration of further instruments**

- 8.1 The Encumbrancee's consent to the registration of subsequent instruments (as defined in section 4 of the Property Law Act 2007) against the Record of Title to the Land shall not be required, provided that the registration of subsequent instruments does not detract from the impact of or seek to vary the terms and provisions of this encumbrance.

**9 Limitation of liability**

- 9.1 Feroz Rahat Ali is an independent trustee of the DE Nakhle Investment Trust. Provided that Feroz Rahat Ali has no right to or interest in any assets of the DE Nakhle Investment Trust, except in his capacity as a trustee of the DE Nakhle Investment Trust, Feroz Rahat Ali's liability under this encumbrance shall not be personal and unlimited but shall be limited to the Limited Amount. If the right of Feroz Rahat Ali to be indemnified from the assets of the DE Nakhle Investment Trust has been lost or impaired, Feroz Rahat Ali's liability shall become personal but limited to the extent of that part of the Limited Amount that cannot be recovered from any other person.

**Annexure Schedule 2**

**Insert type of instrument**

Encumbrance Dated [ ] Page 3 of 3 Pages

*Continue In additional Annexure Schedule, if required.*

**First Schedule**

- 1 The Encumbrancer acknowledges that the Pipe was sold to it by the Encumbrancee on an "as is where is" basis and that the Encumbrancee gave no warranties or guarantees as to:
  - (a) the ability of the Encumbrancer to remove the Pipe; and
  - (b) the condition of the Pipe,and the Encumbrancer accepts that it made its own enquiries and satisfied itself in this respect.
- 2 The Encumbrancer accepts responsibility and liability for the Pipe, and all risks associated with the existence and location of the Pipe.
- 3 The Encumbrancer shall indemnify and keep indemnified the Encumbrancee from and against any:
  - (a) liability that the Encumbrancee may suffer or incur or for which the Encumbrancee may become liable, including (but not limited to) any liability arising out of any consent or approval given to the Encumbrancee in respect of the Pipe or otherwise;
  - (b) loss, damage, cost, expense or charge incurred or sustained at any time by the Encumbrancee; and
  - (c) proceeding, action, claim, demand or other process in any jurisdiction against the Encumbrancee, arising directly or indirectly from:
    - (d) any failure or breach by the Encumbrancer in complying with any covenant imposed on the Encumbrancer under or in connection with this encumbrance; or
    - (e) the purchase of the Pipe by the Encumbrancer and its ongoing maintenance, alteration, relocation or removal and the maintenance of the ground in which the Pipe is situated and the surface of the ground under which the Pipe is situated.



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **149158**  
**Land Registration District** **North Auckland**  
**Date Issued** 25 November 2004

**Prior References**  
NA49B/892

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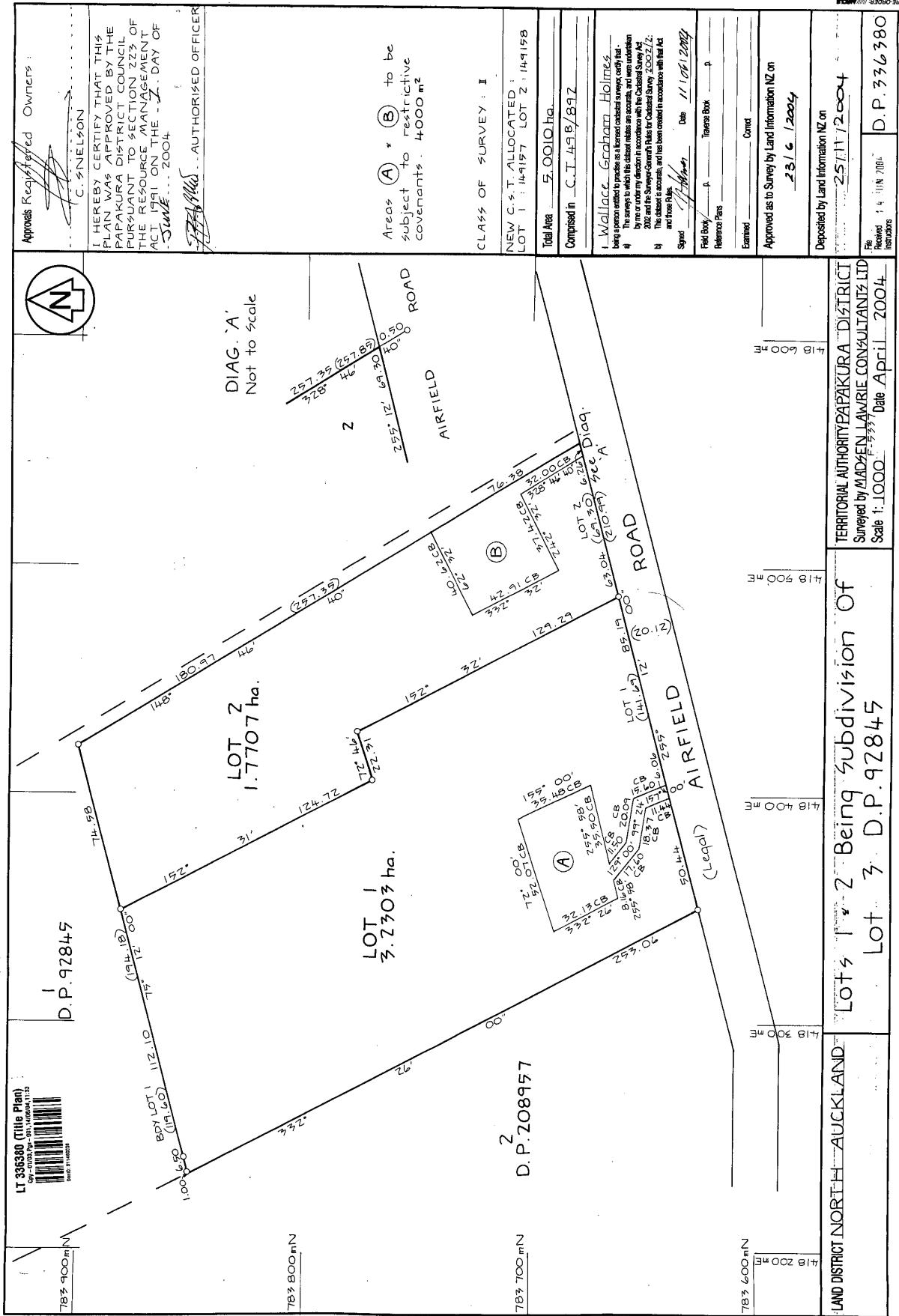
**Estate** Fee Simple  
**Area** 1.7707 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 336380

**Registered Owners**  
Zhaoxue Ma

---

**Interests**

D579802.1 Certificate that a building consent has been issued in respect of a building on the land that is described in Section 36(2) Building Act 1991 - 14.2.2001 at 2:51 pm  
Land Covenant in Deed 6228272.2 - 25.11.2004 at 9:00 am  
6487462.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 7.7.2005 at 9:00 am



Approvals Required Owners:  
 C. SNELSON  
 I HEREBY CERTIFY THAT THIS PLAN HAS BEEN APPROVED BY THE PAPAURA DISTRICT COUNCIL PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE 21 DAY OF June 2004  
 [Signature] AUTHORIZED OFFICER

Areas (A) \* (B) to be subject to restrictive covenants: 4000 m<sup>2</sup>

CLASS OF SURVEY: I

NEW C.S.T. ALLOCATED:  
 LOT 1: 149157 LOT 2: 149158

Total Area 5.0010 ha.  
 Comprised in C.T. 48/897

I, Wallace Graham Holmes being a person entitled to practice as a licensed cadastral surveyor, certify that the survey to which this document relates was made and was undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General Rules for Cadastral Survey 2002/2. This document is accurate, and has been created in accordance with that Act and those Rules.  
 Signed [Signature] Date 11/06/2004

Field Book: p. p. Traverse Book: p. p.  
 Reference Pins: Examined: Correct

Approved as to Survey by Land Information NZ on 23/6/2004

Deposited by Land Information NZ on 25/11/2004

File No. Received: 14 JUN 2004  
 D.P. 336380

LAND DISTRICT NORTH AUCKLAND

Lot 1 & 2 Being Subdivision of Lot 3 D.P. 92845

TERRITORIAL AUTHORITY PAPAURA DISTRICT  
 Surveyed by MADSEN LAWRIE CONSULTANTS LTD  
 Scale 1:1000 Date April 2004



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **1161569**  
**Land Registration District** **North Auckland**  
**Date Issued** 08 February 2024

**Prior References**  
665495

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**Estate** Fee Simple  
**Area** 5.7569 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 598608

**Registered Owners**  
Tawse Farming Limited

---

**Interests**

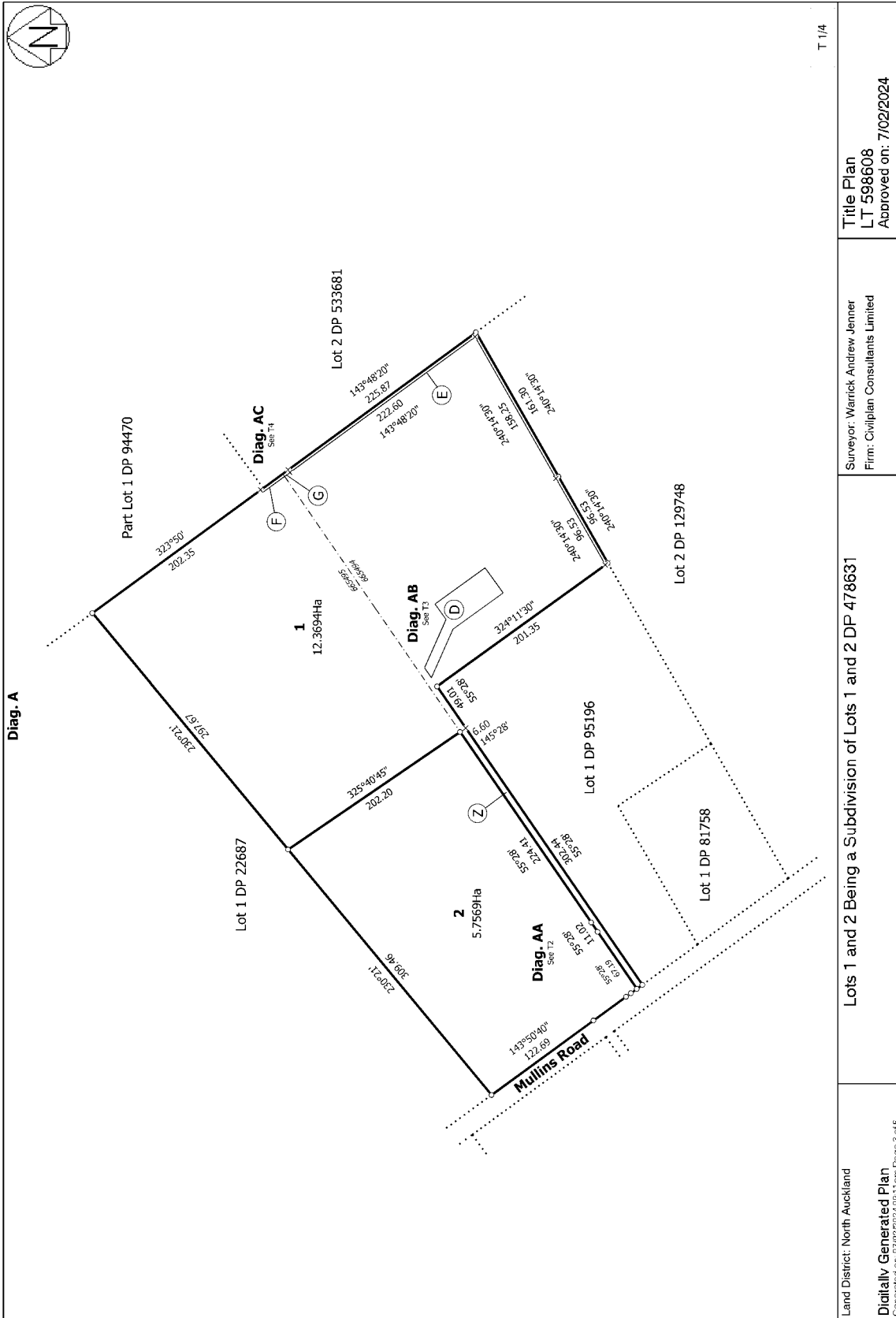
Appurtenant hereto is a water supply right created by Transfer 862347.9

D605451.5 Consent Notice pursuant to Section 221 (1) Resource Management Act 1991 - produced 18.5.2001 at 1:15 pm and entered 22.6.2001 at 9:00 am

Appurtenant hereto is a right of way created by Easement Instrument 12911359.8 - 8.2.2024 at 1:14 pm

The easements created by Easement Instrument 12911359.8 are subject to Section 243 (a) Resource Management Act 1991

12911359.10 Mortgage to ANZ Bank New Zealand Limited - 8.2.2024 at 1:14 pm



T 1/4

Land District: North Auckland  
 Digitally Generated Plan  
 Generated on: 07/02/2024 05:11 am Page 3 of 6

Surveyor: Warrick Andrew Jenner  
 Firm: Civilplan Consultants Limited

Lots 1 and 2 Being a Subdivision of Lots 1 and 2 DP 478631

Title Plan  
 LT 598608  
 Approved on: 7/02/2024



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA517/155  
**Land Registration District** North Auckland  
**Date Issued** 05 August 1929

**Prior References**  
DI 6A.639.

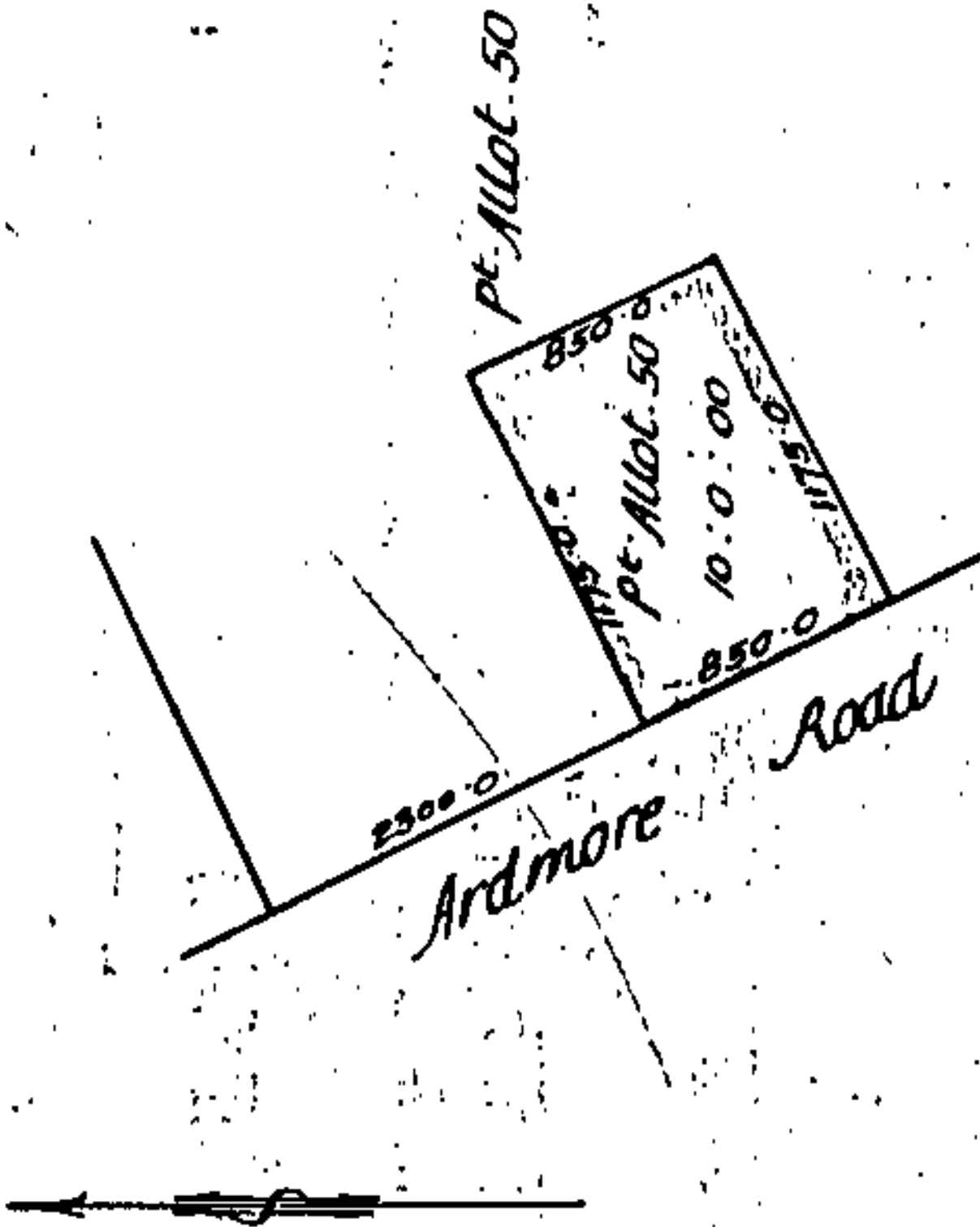
---

**Estate** Fee Simple  
**Area** 4.0469 hectares more or less  
**Legal Description** Part Allotment 50 Parish of Papakura  
**Registered Owners**  
Gavin Richard Miller and Lauresa Marlene Drayson

---

**Interests**

The above Certificate of Title is issued pursuant to the provisions of Section 23 of the Land Transfer (Compulsory Registration of Titles) Act 1924





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA82C/147  
**Land Registration District** North Auckland  
**Date Issued** 06 September 1990

**Prior References**  
NA24D/408

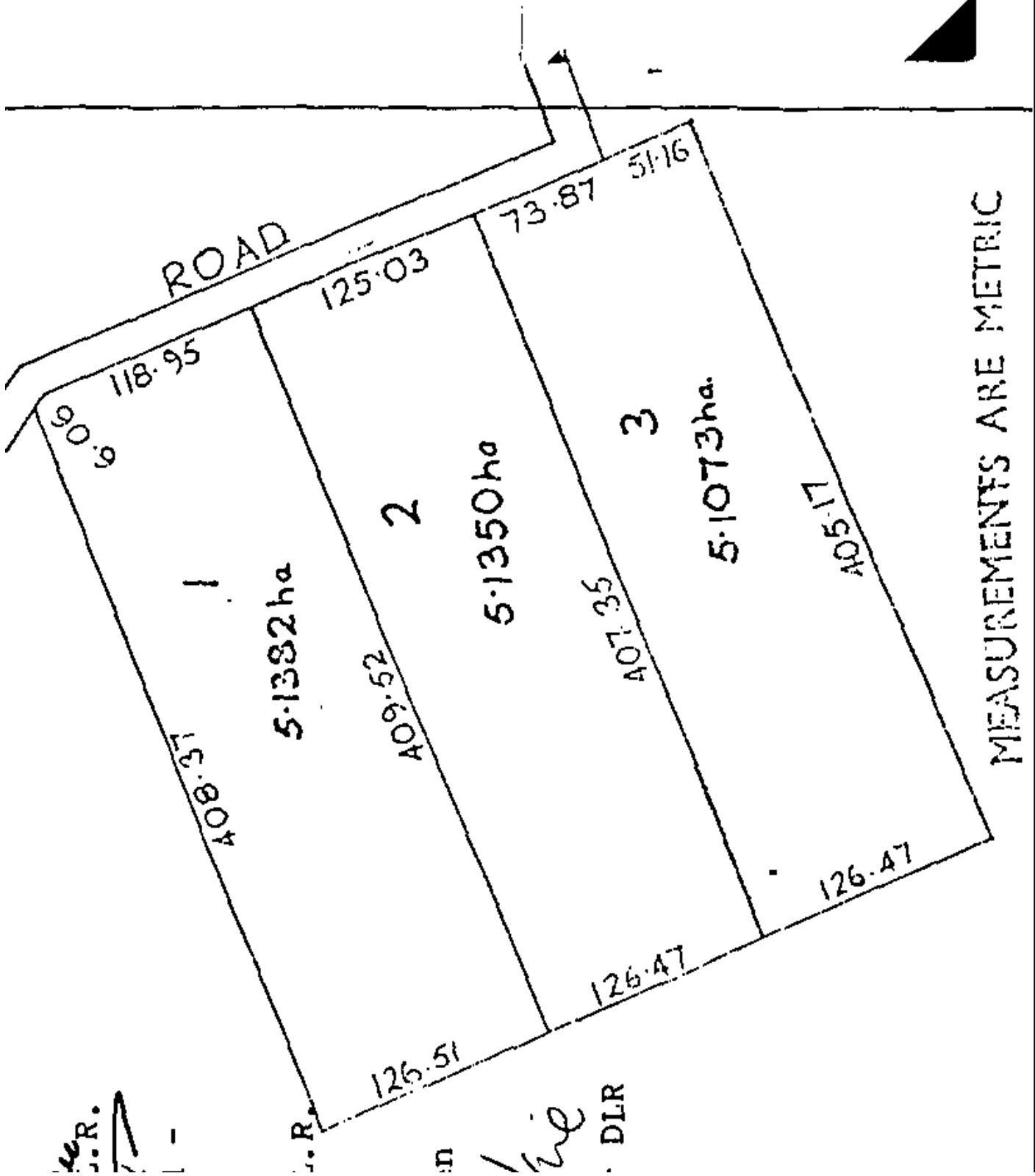
---

**Estate** Fee Simple  
**Area** 5.1382 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 11032  
**Registered Owners**  
Yue Ren Zhang, Wen Ru He and L K Trustee (No 2) Limited

---

**Interests**

Appurtenant hereto is a water supply right created by Transfer 643116.1  
Appurtenant hereto is a water supply right created by Transfer 860770.3





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA3D/118  
**Land Registration District** North Auckland  
**Date Issued** 18 May 1964

**Prior References**  
NA2057/86

---

**Estate** Fee Simple  
**Area** 5.1817 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 53136  
**Registered Owners**  
Dhindsa Trustees Limited

---

**Interests**

Subject to an electricity transmission right over part coloured blue on DP 53136 created by Deed of Easement 419327 (R.603/492)  
12537567.3 Mortgage to Bank of New Zealand - 18.8.2022 at 4:19 pm

170000  
96 01  
1-10-

0A5  
96  
28  
34

Hamlin Rd  
812.3

1397.3

1

12-3-08-7

1266.5

736.8

621.7



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA4B/238  
**Land Registration District** North Auckland  
**Date Issued** 10 August 1964

**Prior References**  
NA767/208

---

**Estate** Fee Simple  
**Area** 4.0590 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 53384

**Registered Owners**  
David Thomas Jones, Deborah Frances Jones and BDS Trustee 1004 Limited

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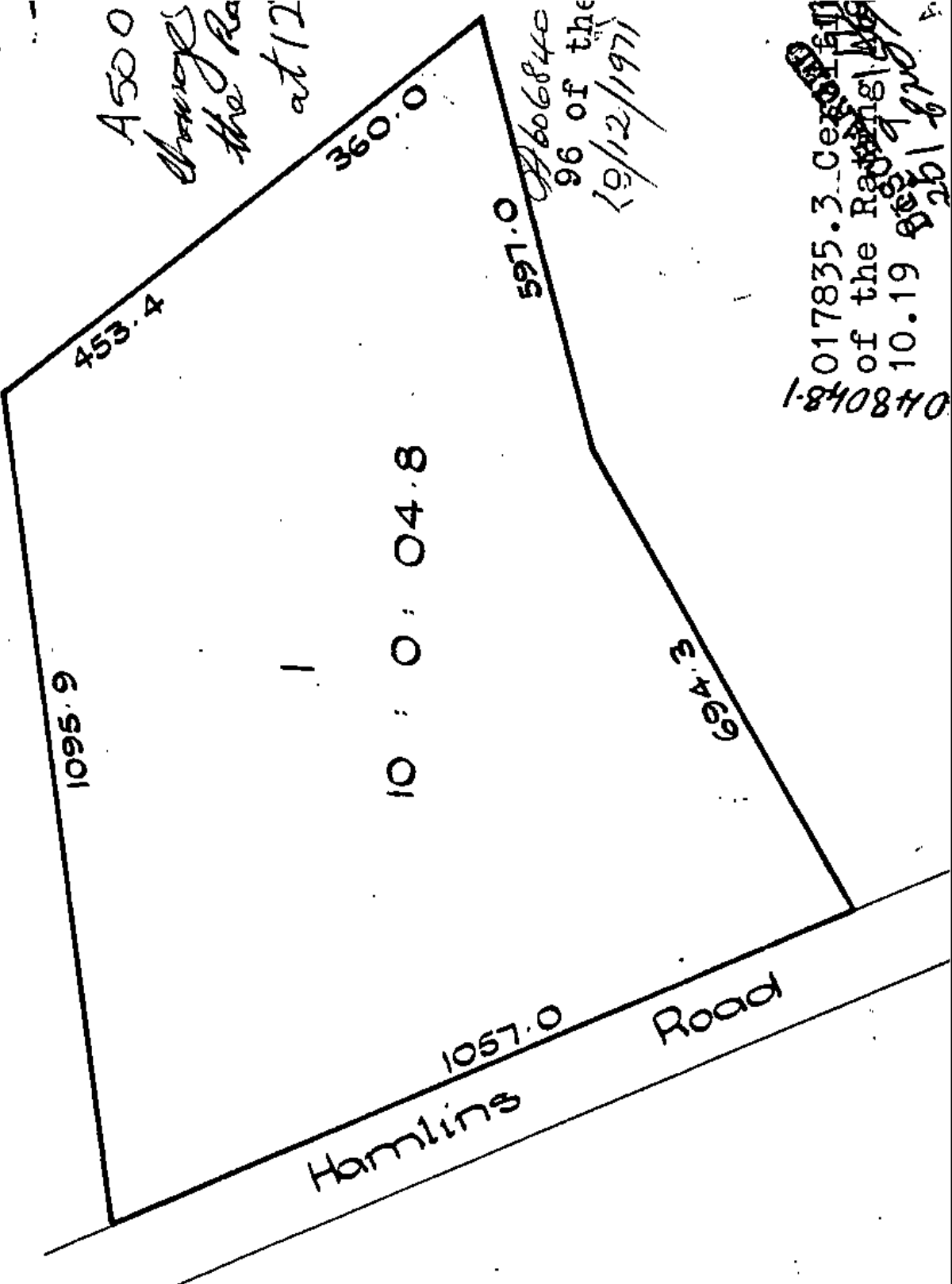
**Interests**

Appurtenant hereto is a water supply line right created by Transfer A90033  
12986474.2 Mortgage to The Co-operative Bank Limited - 17.4.2024 at 12:51 pm

60 Parish of Papia  
yellow on a plan  
Transfer A.90033  
by Transfer A.900

XV Otahuhu S.D.

A500  
change  
the Pa  
at 12



017835.3 Cert  
of the Registrar  
10.19 261 820



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA64D/880**  
**Land Registration District** **North Auckland**  
**Date Issued** 03 November 1987

**Prior References**  
NA52C/886

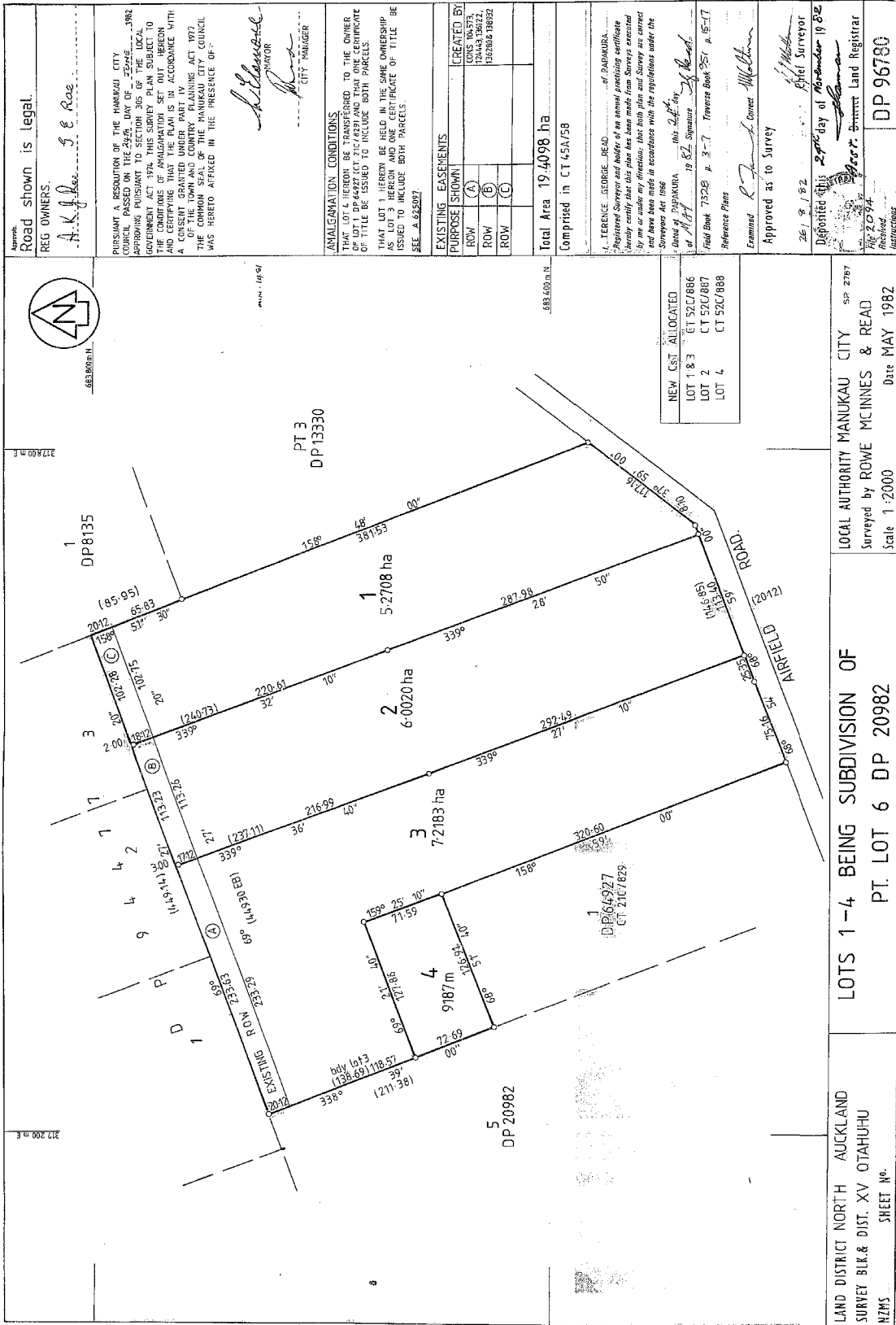
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**Estate** Fee Simple  
**Area** 5.2708 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 96780  
**Registered Owners**  
Shu-Cheng Chen

---

**Interests**

Subject to a right of way over part marked C on DP 96780 created by Conveyance 12443 (R44/508)  
Subject to a right of way over part marked C on DP 96780 created by Conveyance 136122 (R50/896)  
Subject to a right of way over part marked C on DP 96780 created by Conveyance 138932 (R56/282)  
Subject to a right of way over part marked C on DP 96780 created by Conveyance 104573 (R23/693)  
Subject to a right of way over part marked C on DP 96780 created by Conveyance 136280 (R51/735)



ROAD shown is legal.  
 Pursuant to a resolution of the Manukau City Council passed on the 24th day of December 1982 approving pursuant to section 305 of the Local Government Act 1974 this survey plan subject to the conditions of amalgamation set out hereon and certifying that the plan is in accordance with a certificate issued by the Planning Act 1977 of the Manukau City Council in accordance with the common seal of the Manukau City Council was hereto affixed in the presence of:-

*Richard George Read*  
 Mayor  
*John McInnes*  
 City Manager

**AMALGAMATION CONDITIONS**  
 THAT LOT 4 HERON BE TRANSFERRED TO THE OWNER OF LOT 1 DP 4927 CT 21C/429 AND THAT ONE CERTIFICATE OF TITLE BE ISSUED TO INCLUDE BOTH PARCELS.  
 THAT LOT 1 HERON BE HELD IN THE SAME OWNERSHIP AS LOT 3 HERON AND ONE CERTIFICATE OF TITLE BE ISSUED TO INCLUDE BOTH PARCELS.  
 SEE A 66207

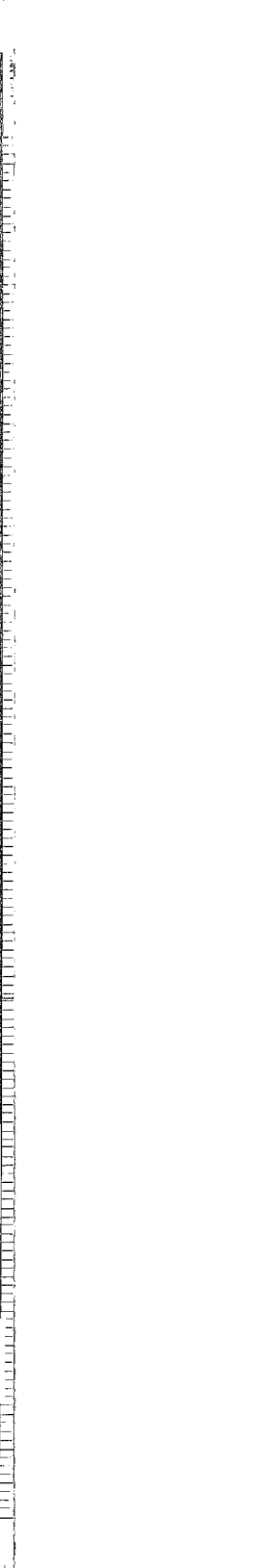
**EXISTING EASEMENTS**  
 PURPOSE SHOWN  
 ROW (A)  
 ROW (B)  
 ROW (C)

**CREATED BY**  
 LONS 104572, 124447, 138222, 152800, 16022

Total Area 19.4098 ha  
 Comprised in CT 45A/58

**REFERENCE GEORGE READ** of PAKAPAKA  
 Registered Surveyor and holder of an annual practicing certificate  
 hereby certify that this plan has been made from surveys executed  
 by me or under my direction; that both plan and survey are correct  
 and have been made in accordance with the regulations under the  
 Surveyors Act 1986

Date of Preparation this 24th day of December 1982  
 of Manukau  
 at Manukau  
 File No. 7328 p. 3-7  
 Reference Plans  
 Examined by *R. J. J. J. J.*  
 Approved as to Survey  
 26th day of December 1982  
 Deponent this 24th day of December 1982  
 Registered Land Registrar  
 File No. 2094  
 Instructions





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA63C/431**  
**Land Registration District** **North Auckland**  
**Date Issued** 14 August 1986

**Prior References**  
NA55C/1329

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**Estate** Fee Simple  
**Area** 9.0708 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 112997

**Registered Owners**  
Kyu Hyeun Park and Mi Sook Park

---

**Interests**  
5751474.3 Mortgage to Bank of New Zealand - 3.10.2003 at 9:00 am

Approvals ROAD SHOWN IS LEGAL. THE COMMON SEAL OF THE CITY OF MANUKAU CITY COUNCIL PASSED ON THE 27th DAY OF MAY 1986 APPROVING PURSUANT TO SECTION 385 OF THE LOCAL GOVERNMENT ACT 1974 THIS SURVEY PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS AND PROVISIONS OF THE OPERATIVE DISTRICT PLAN RELATES TO THE COMMON COUNCIL WAS AFFIXED HERETO IN THE PRESENCE OF:

*Diagrams*  
*Diagrams*  
 DIRECTOR

IN WITNESS WHEREOF THE COMMON COUNCIL HAS CAUSED THESE PLANS TO BE SIGNED AND SEALED AND AFFIXED HERETO IN THE PRESENCE OF:

*[Signature]*  
 MAYOR

*[Signature]*  
 COUNCIL MANAGER

NEW DIST ISSUED  
 LOT 1-63C/431  
 LOT 2-63C/432

Total Area **17,810.2 ha**  
 Comprised in C.T. **55C/1329 (444)**

**ROBERT STANES, ROYCE, OF RAMAKAU**, Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to the provisions of section 392 of the Surveyors Act 1959 hereby certifies that this plan has been prepared in accordance with the provisions of the Survey Act 1972. The survey was correct and has been made in accordance with the Survey Regulations 1972.

Dated at **Ramakau** this **21st** day of **May** 1986.

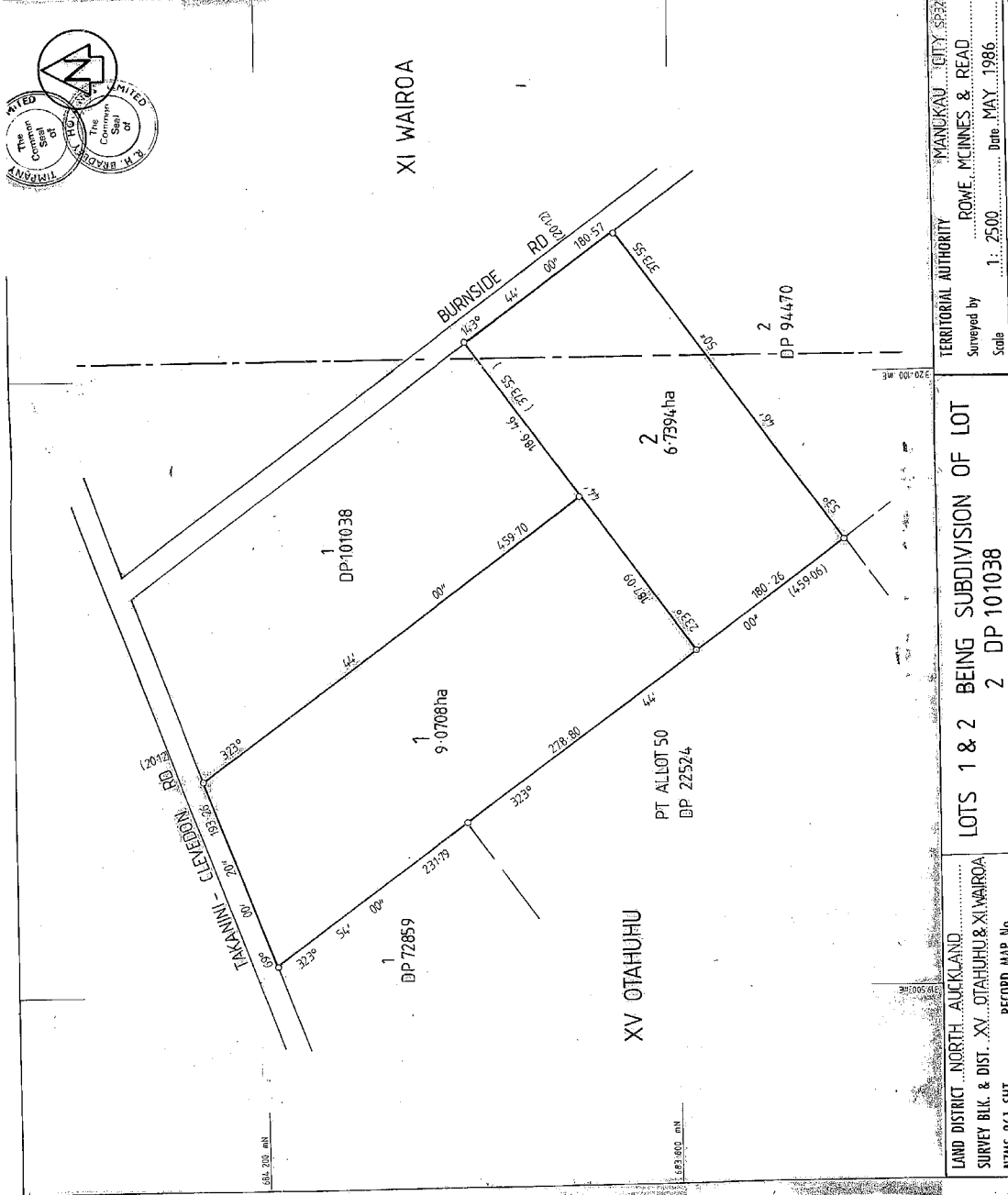
*[Signature]*  
 of **1986** **1986** **1986** **1986**  
 Field Book **1986** **1986** **1986** **1986**  
 Reference Plan **1986** **1986** **1986** **1986**

Examined **1986**  
 Director **1986**

Approved as to Survey  
**18.7.1986**  
 Chief Surveyor

Deposited this **19th** day of **August** 1986  
 Registrar

File **2385**  
 Received **20** 1986  
 DP-112997



LAND DISTRICT NORTH AUCKLAND  
 SURVEY BLK. & DIST. XV OTAHUHU & XI WAIROA  
 NZMS 261 SH1

RECORD MAP No

LOTS 1 & 2 BEING SUBDIVISION OF LOT 2 DP 101038

TERRITORIAL AUTHORITY MANUKAU CITY COUNCIL  
 Surveyed by ROWE, MCINNIS & READ  
 Scale 1:2500 Date MAY 1986

W. H. McINNIS, SURVEYOR GENERAL, STATEMENT OF LANDS AND SURVEY, WELLINGTON, NEW ZEALAND

Printed by Lithcraft Wellington, New Zealand

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51

18 SEP 1986



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA83D/616**  
**Land Registration District** **North Auckland**  
**Date Issued** 04 December 1990

**Prior References**  
NA515/234

---

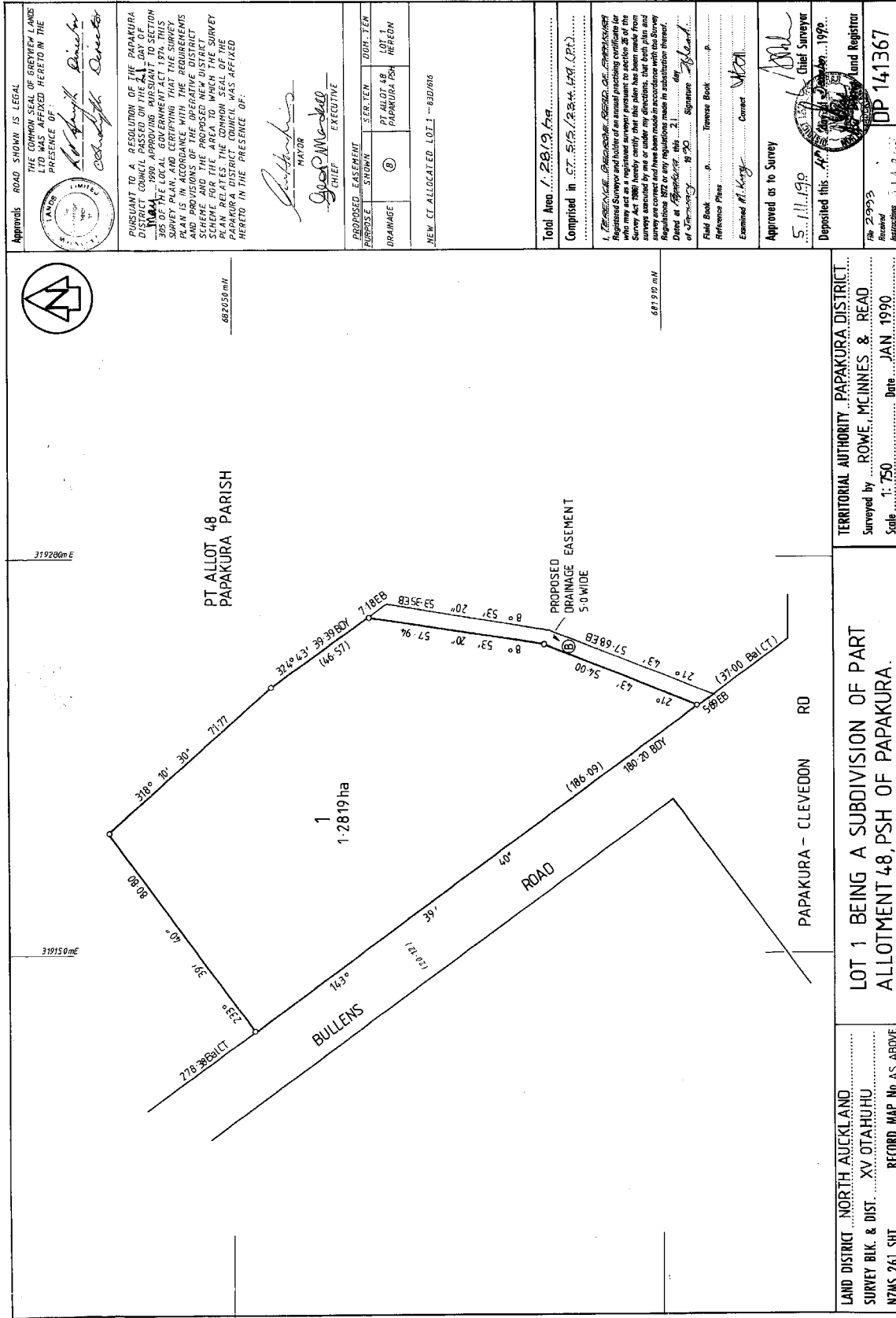
**Estate** Fee Simple  
**Area** 1.2819 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 141367

**Registered Owners**  
Jiaxie You and Ranchao Zhang

---

**Interests**

Appurtenant hereto are stream and maintenance rights specified in Easement Certificate D287889.6 - 1.7.1998 at 12:06 pm  
11354836.3 Mortgage to ANZ Bank New Zealand Limited - 18.2.2019 at 6:22 pm  
12029687.4 Variation of Mortgage 11354836.3 - 23.2.2021 at 4:03 pm  
12286383.1 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 1.11.2021 at 1:47 pm



APPROVALS: ROAD SHOWN IS LEGAL. THE COMMON SEAL OF GREYHAWK LANDS IS REQUIRED HEREIN IN THE PRESENCE OF *Adolph Director*

PURSUANT TO A RESOLUTION OF THE PAKAPURA DISTRICT COUNCIL APPROVED PURSUANT TO SECTION 305 OF THE LOCAL GOVERNMENT ACT 1974 THIS SURVEY PLAN, AND CERTIFYING THAT THE SURVEY AND PROVISIONS OF THE PROPOSED DRAINAGE EASEMENT SCHEME FOR THE AREA TO WHICH THE SURVEY PLAN RELATES, THE COMMON SEAL OF THE PAKAPURA DISTRICT COUNCIL WAS AFFIXED HERETO IN THE PRESENCE OF:

*Mayor*  
*Chief Executive*

**PROPOSED EASEMENT TABLE:**

PROPOSED EASEMENT	SER. TEN	DR. TEN
DRAINAGE	PT ALLOT 48 PAKAPURA PSH	LOT 1 HEREON

**Total Area: 28.13 ha**  
**Comprised in CT 515/234, 444, 445, 446**

I, *Robertson*, Registrar, do hereby certify that this plan has been made from surveys executed by me or under my direction, that the plan and survey are correct and have been made in accordance with the Survey Act 1980, and that the same have been prepared in duplicate. Dated at *Papakura* this *21* day of *February* 19*90*. Signature: *Robertson*

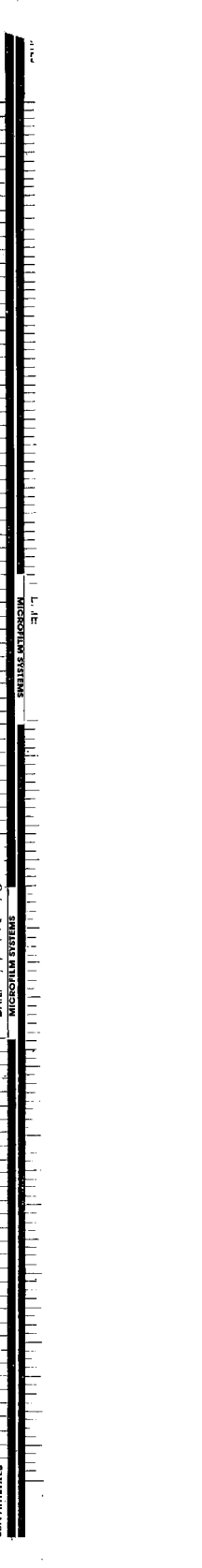
Field Book: *1757* Tenure Book: *p*  
Reference Plans: *Correct*  
Examined *11.1.1990* Correct *1757*

Approved as to Survey: *1757*  
5.11.1990 Chief Surveyor  
Deposited this *1757* day of *February* 19*90*.  
The *2993* Received  
Registered *3113*

LAND DISTRICT: NORTH AUCKLAND  
SURVEY BLK. & DIST.: XV OTAHUHU  
NZMS 261 SH1: RECORD MAP NO AS ABOVE

TERRITORIAL AUTHORITY: PAKAPURA DISTRICT  
Surveyed by: *POWE, MCINNES & READ*  
Scale: 1:750 Date: JAN 1990

W.A. ROBERTSON, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND



# View Instrument Details



**Instrument No** 12286383.1  
**Status** Registered  
**Date & Time Lodged** 01 November 2021 13:47  
**Lodged By** Flores, Louise Malaya Ombico  
**Instrument Type** Covenant (All types except Land covenants)



---

Affected Records of Title	Land District
NA83D/616	North Auckland

---

**Annexure Schedule** Contains 6 Pages.

---

## Signature

Signed by Michael Alastair John Wood as Grantor/Grantee Representative on 01/11/2021 01:43 PM

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

COVENANT UNDER SECTION 108  
RESOURCE MANAGEMENT ACT 1991

JIAXIE YOU AND RANCHAO ZHANG

The Owner

AUCKLAND COUNCIL

The Council

---

SIMPSON GRIERSON  
SOLICITORS  
AUCKLAND

24  
30.  
✓

DEED DATED

22/10/2021

**PARTIES**

1. JIAXIE YOU AND RANCHAO ZHANG (Owner)
2. AUCKLAND COUNCIL (Council)

**BACKGROUND**

- A. The Owner is the registered owner of the Land.
- B. Quick Earth Moving Limited applied to the Council for resource consent for a proposal described as "To establish a truck storage depot for four (4) trucks and operate an ancillary office facility" on the Land.
- C. The Council granted the Consent to Quick Earth Moving Limited on the condition, amongst other things, that the Owner enters into this covenant and registers it against the title to the Land.
- D. This deed is entered into as a covenant under section 108(2)(d) of the Resource Management Act 1991.

**THIS DEED RECORDS THAT:**

**1. DEFINITIONS AND INTERPRETATION**

---

In this deed, unless the context indicates otherwise:

**Consent** means resource consent LUC60318243 granted by the Council, dated 15 October 2018;

**Council** means Auckland Council and its successors as territorial authority of the district where the Land is situated;

**Land** means the land at 7 Bullens Road, Ardmore, being Lot 1 Deposited Plan 141367 being all the land comprised in record of title NA83D/616 (North Auckland Registry);

**Office** means the area marked "Ex Garage to be Converted to Office" on the Site Plan;

**Operative Date** means the date of registration of this deed at Land Information New Zealand;

**Owner** means the owner named in this deed and includes the Owner's successors but only as long as they are registered owner of the Land; and

**Site Plan** means the attached plan prepared by Topland (NZ) Ltd called "Site Plan", reference T18009 Sheet L01, dated 28 August 2018.

**2. COVENANTS**

---

- 2.1 The Owner accepts the requirements of the Council under the Resource Management Act 1991 as set out in the Consent.

22/10/2021

2.2 The Owner will from the Operative Date at the Owner's cost and to the Council's reasonable satisfaction comply with the covenants set out in the Schedule.

3. POWERS NOT AFFECTED

3.1 Nothing in this deed is to be treated as limiting any other rights or powers which the Council may have under any statute, bylaw or regulation except as expressly provided in this deed.

3.2 The Owner's liability under this deed will not be affected by any delay, extension of time, forbearance or waiver by the Council, or by any failure or neglect by the Council to enforce any of the covenants.

4. COSTS

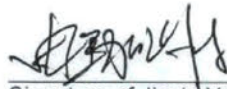
The Owner will meet the costs of preparing and registering this deed.

5. COPIES

Any copy of this deed that is received by facsimile or via email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this deed) may be relied on by any party and presented in evidence in any legal proceedings as though it were an original copy of this deed. This deed may be entered into on the basis of an exchange of facsimile, or PDF or other document reproduction format (in which case each party will deliver the original signed by it to the other party, if requested by that other party).

EXECUTED AND DELIVERED AS A DEED

SIGNED by JIAXIE YOU

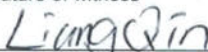


Signature of Jiaxie You


Witness:\*



Signature of witness



Full name of witness



Occupation of witness



Address of witness

\*The witness must not be a party to this deed.



SIGNED by RANCHAO ZHANG:

  
Signature of Ranchao Zhang

Witness:\*



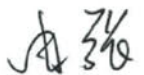
Signature of witness

Liang Din  
Full name of witness

Manager  
Occupation of witness

10 Giarni place, Karaka.  
Address of witness

\*The witness must not be a party to this deed.



**SCHEDULE**  
(covenants)

The Owner covenants that the:

1. Land is located within a flood hazard zone and as such, any building consents issued for the Office will be subject to the requirements of sections 71-73 of the Building Act 2004; and
2. Office will have a minimum floor level of RL 36.5 metres Land Information New Zealand Auckland Datum 1946.

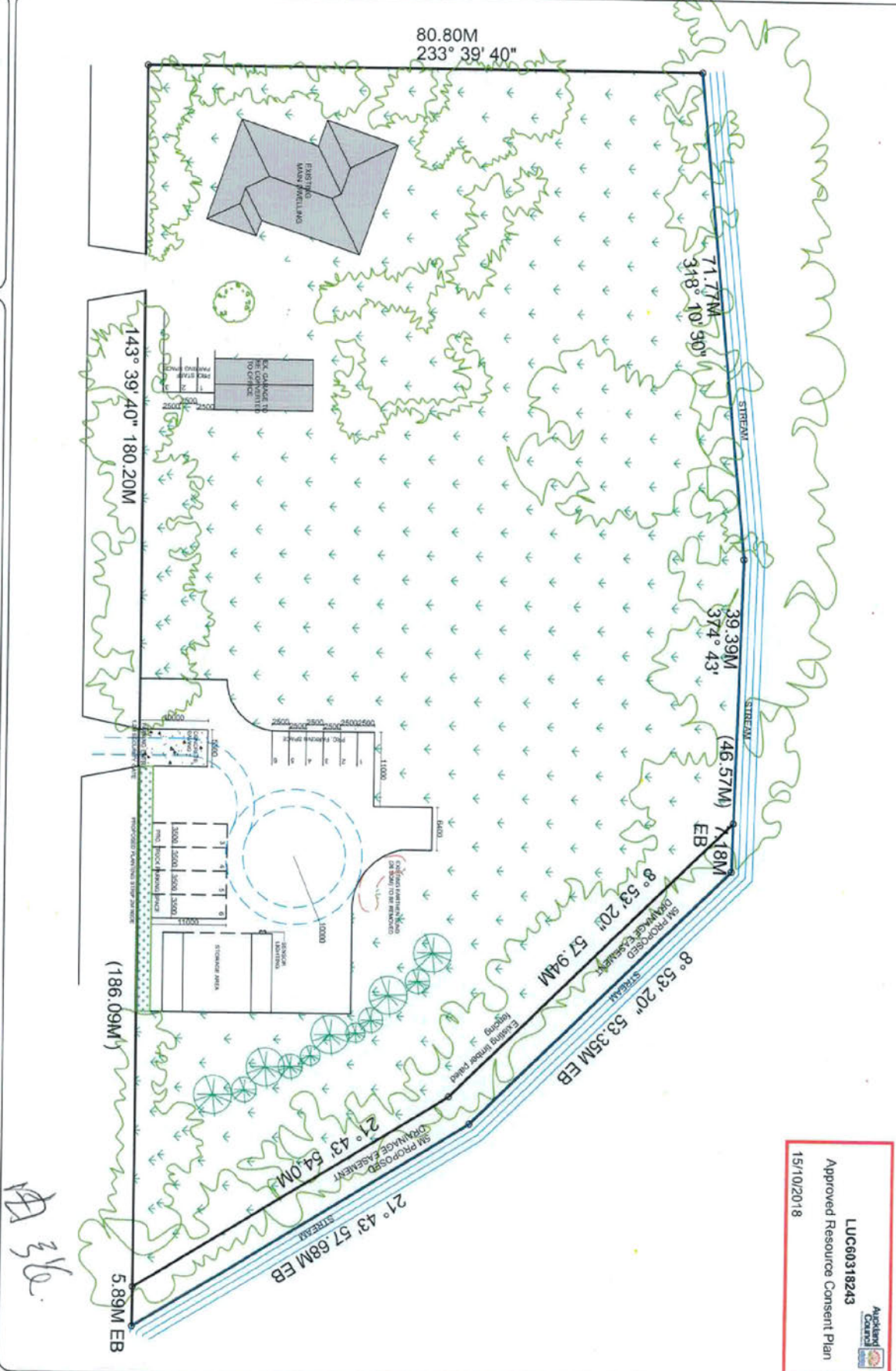
✓ 3/6

**Topland (NZ) Limited**  
 Telephone: 09-26531356  
 501 TT BAKER DR, 807 PARK TOWN CENTRE  
 P.O. BOX 10959/ NEW MARKET, AUCKLAND 1148

7 BULLENS ROAD, ARDMORE, AUCKLAND

**SITE PLAN**

DATE	NO.	BY	SCALE	PROJECT
28.08.2018	1	1:50000A3		
SHEET				L01
TOTAL				1
DRAWN				TT8029



**Auckland Council**  
 Approved Resource Consent Plan  
 LUC60318243  
 15/10/2018



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA99D/306  
**Land Registration District** North Auckland  
**Date Issued** 20 March 1995

**Prior References**  
NA55C/1328

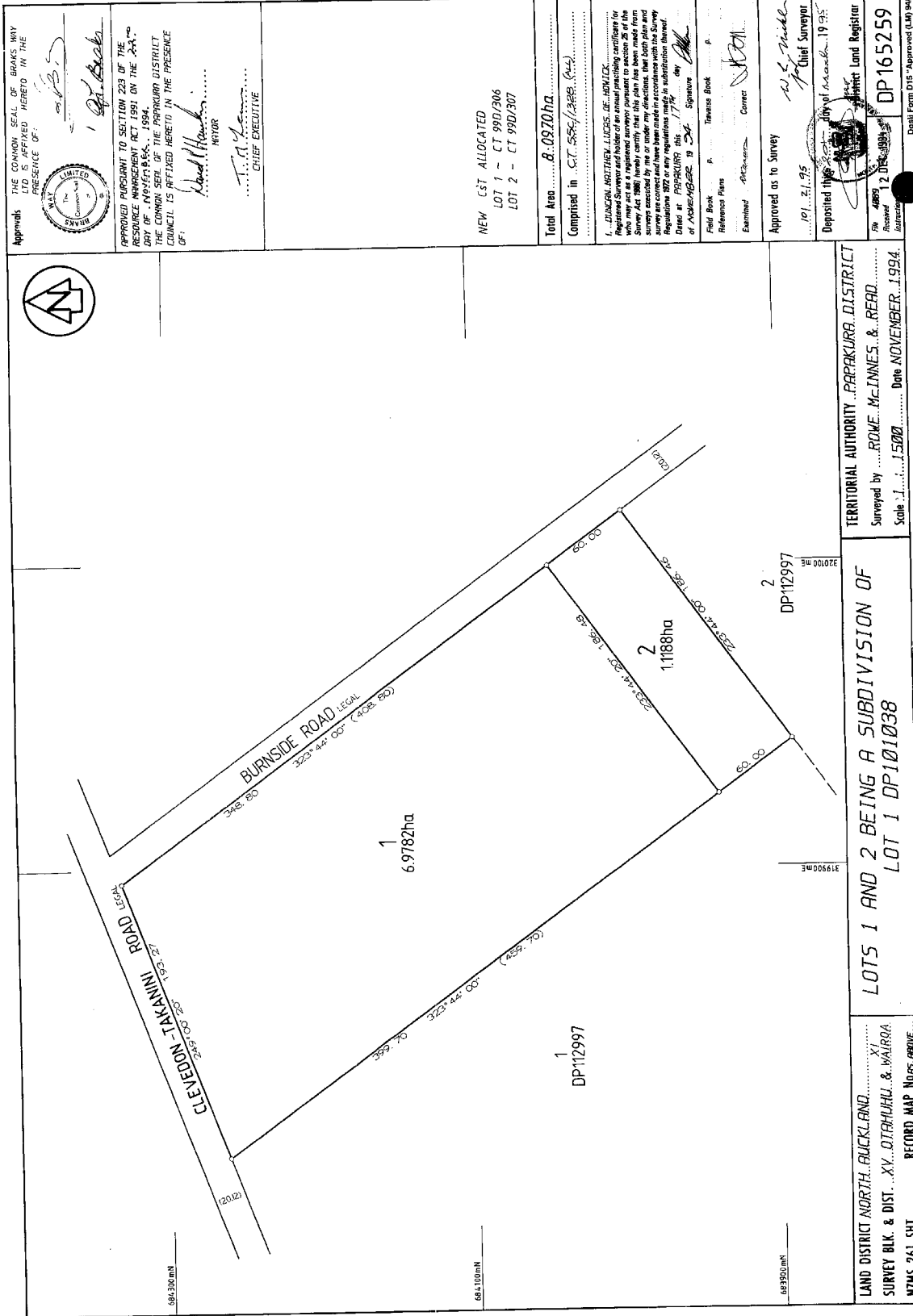
---

**Estate** Fee Simple  
**Area** 6.9782 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 165259  
**Registered Owners**  
Paul Anthony Lysaght and Joanna Susan McKenzie

---

**Interests**

Subject to a right to convey water over part marked A on DP 372463 created by Easement Instrument 7310126.1 - 5.4.2007 at 9:00 am  
8643835.3 Mortgage to Bank of New Zealand - 21.12.2010 at 2:18 pm  
10761422.1 Variation of Mortgage 8643835.3 - 13.4.2017 at 2:34 pm  
11249375.1 Variation of Mortgage 8643835.3 - 10.10.2018 at 3:15 pm



C993996.3 CONO

IN THE MATTER of Section 221 of  
the Resource  
Management Act  
1991

A N D

IN THE MATTER of a subdivision  
of part of the  
lands comprised  
and described in  
Certificates of  
Title Volume 499  
Folio 152 and  
Volume 71D Folio  
670 North Auckland  
Registry

CONSENT NOTICE UNDER SECTION  
221 OF THE RESOURCE MANAGEMENT ACT 1991

THE PAPAURA DISTRICT COUNCIL, the Territorial Authority having jurisdiction in respect of the above described land HEREBY GIVES NOTICE that subdivision consent to Plan DP 169281 is granted subject to conditions to be complied with on a continuing basis as to Lots 1, 2 and 3 on the said Plan by the subdividing owners and subsequent owners after the deposit of the said Plan.

The conditions are :

- (a) That should any further buildings, being those defined as such under the Building Act, require a building consent, then foundation, stormwater and sewerage disposal design shall be of a design recommended and certified by a suitably qualified and experienced Engineer with expertise in these matters.
- (b) No further dwellinghouses or residential accommodation of any kind shall be allowed on Lots 1, 2 or 3 unless a management report be submitted showing that in order to carry out the economic use of the property, further staff accommodation is necessary on the site. Any such further dwelling house or residential accommodation of any kind shall be subject to a discretionary activity application which may be with or without notice at the discretion of the Director of Regulation and Planning. Lot 1 and the land in Certificate of Title Volume 6A Folio 1289 are to be regarded as a single allotment for the above purpose.

DATED at Papakura this 27<sup>th</sup> day of SEPTEMBER 1995.

.....  
Principal Administrative Officer of The  
Papakura District Council under Section  
252 of the Local Government Act 1974

CA.040

IN THE MATTER of Section 221 of  
the Resource  
Management Act 1991

A N D

IN THE MATTER of a subdivision of  
part of the lands  
comprised and  
described in  
Certificates of  
Title Volume 499  
Folio 152 and  
Volume 71D Folio  
670 North Auckland  
Registry

---

CONSENT NOTICE UNDER  
SECTION 221 OF THE  
RESOURCE MANAGEMENT  
ACT 1991

---

habs 1, 2, 3

11.42 13.MAY 96 C 993996 3

*a/c*


*W 21/152*

*W 670*

DEPARTMENT OF THE LAND REGISTRY  
NEW ZEALAND

PARTICULARS ENTERED IN REGISTER

RICE CRAIG  
SOLICITORS  
PAPAKURA  
CA. 040





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA122B/150**  
**Land Registration District** **North Auckland**  
**Date Issued** 09 July 1999

**Prior References**

NA52C/886 NA52C/888

---

**Estate** Fee Simple  
**Area** 8.1740 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 192819

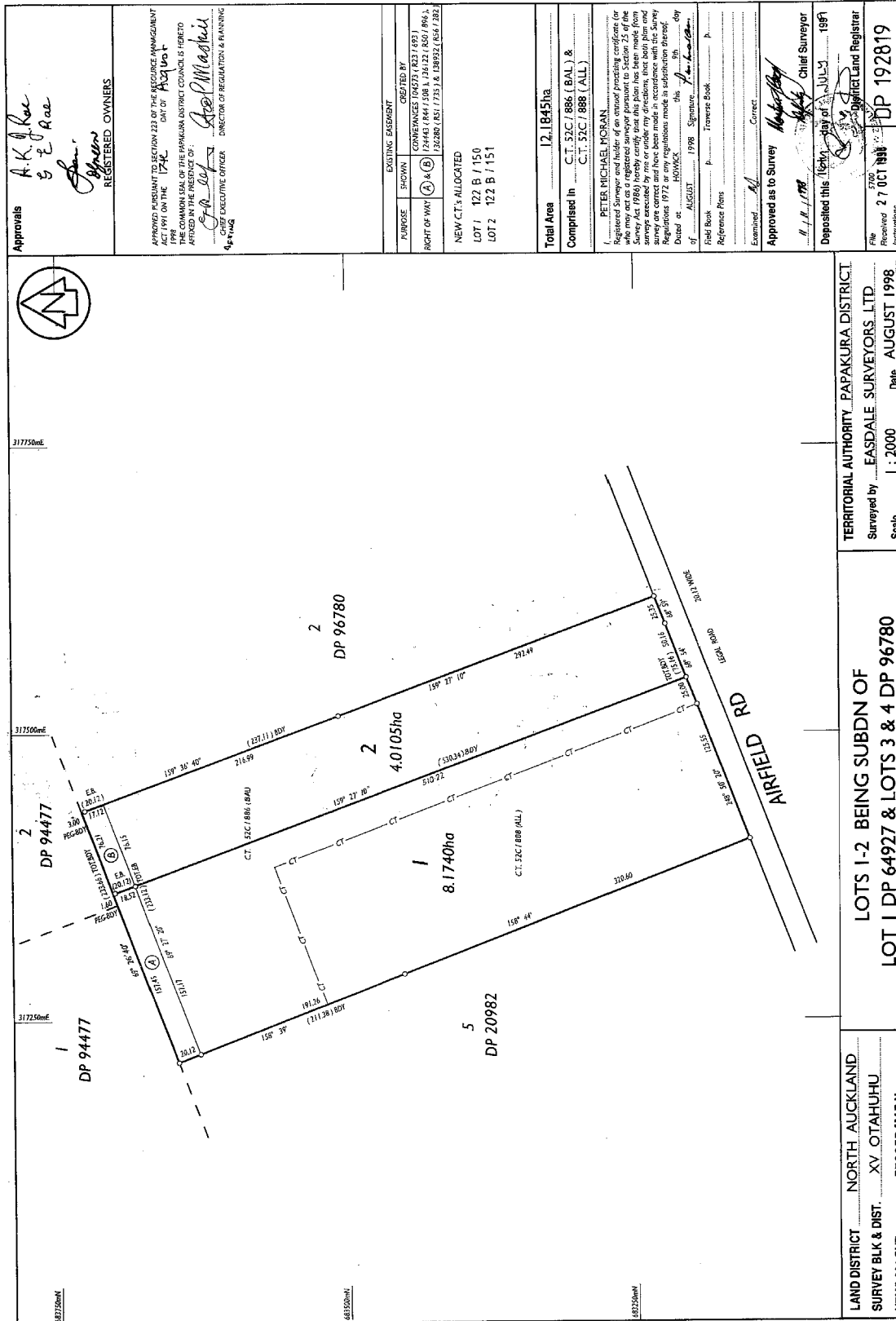
**Registered Owners**

John Newell Murdoch, Karlene Louise Murdoch and Murdoch Trustee Limited

---

**Interests**

Subject to a right of way over part marked A on DP 192819 created by Conveyance 136122 (R50/896)  
Subject to a right of way over part marked A on DP 192819 created by Conveyance 138932 (R56/282)  
Subject to a right of way over part marked A on DP 192819 created by Conveyance 104573 (R23/693)  
Subject to a right of way over part marked A on DP 192819 created by Conveyance 136280 (R51/735)  
Subject to a right of way over part marked A on DP 192819 created by Conveyance 124443 (R44/508)



LAND DISTRICT NORTH AUCKLAND  
 SURVEY BLK & DIST. XV OTAHUHU  
 NZMS 261 SH1 RECORD MAP No

TERRITORIAL AUTHORITY PAKAPURA DISTRICT  
 Surveyed by EASDALE SURVEYORS LTD  
 Scale 1:2000 Date AUGUST 1998

LOTS 1-2 BEING SUBDN OF  
 LOT 1 DP 64927 & LOTS 3 & 4 DP 96780

Approvals  
 A.K. Rae  
 S.E. Rae  
 J. Green  
 REGISTERED OWNERS

APPROVED PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE 17th DAY OF JULY 1998  
 IN THE COMMON SEAL OF THE PAKAPURA DISTRICT COUNCIL IS HEREBY AFFIXED IN THE PRESENCE OF:  
 P.A. [Signature]  
 C.E. [Signature]  
 EXECUTIVE OFFICER DIRECTOR OF REGULATION & PLANNING

EXISTING EASEMENT  
 PURPOSE HIGHWAY  
 SECTION 174(2)(b)  
 RIGHT OF WAY (A) & (B)  
 NEW C.T.'S ALLOCATED  
 LOT 1 122 B / 150  
 LOT 2 122 B / 151

CREATED BY  
 CONVEYANCES (104233 / 823 / 693)  
 (24443 / 844 / 508 / 1, 261 / 22 / 150) 896 &  
 (32280 / 151 / 733 / 1 & 188932 / 854 / 782)

Total Area 12.1845ha  
 Comprised In C.T. 52C / 886 (BAL) & C.T. 52C / 888 (ALL)

PETER MICHAEL MORAN  
 Registered Surveyor and holder of an annual practicing certificate for the year 1998  
 This plan has been made from surveys executed by me or under my direction, 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 Auckland this 17th day of July 1998  
 P.M. Moran  
 Signature  
 P. Moran  
 Traverse Book  
 Reference Plans  
 Examined Correct  
 Approved as to Survey  
 Deposited this 17th day of July 1998  
 Chief Surveyor  
 District Land Registrar  
 DP 192819

20 JUL 1998

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

**TRANSFER**  
Land Transfer Act 1952

**T 5497910.1 Transfer**

Cpy - 01/01, Pgs - 009, 21/02/03, 17:19



DocID: 310754401

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.

**46922**

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

**All**

Transferor Surnames must be underlined or in CAPITALS and Grantor

**Warren Franklin SIMPSON**

Transferee Surnames must be underlined or in CAPITALS and Grantee

**Terry Richard RUDELL and Elizabeth Kathrine RUDELL**

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 a right to drain storm water continued on page 3 annexure schedules**

Consideration



**\$265,000**

Operative Clause

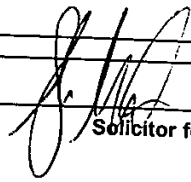
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this **11** day of **November 2002**

Attestation

	Signed in my presence by the Transferor Signature of Witness
	
Signature, or common seal of Transferor	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name <b>CM Simpson</b>
	Occupation <b>Law Clerk</b>
	Address <b>Papakura</b>

Certified correct for the purposes of the Land Transfer Act 1952

  
Solicitor for the Transferee

# Annexure Schedule

7

TRANSFER

Dated

11-11-02

Page

1

of

6

Pages



## Restrictive Covenants

1. The Transferees, for themselves and their executors and successors in title covenant:
  - (a) That they are aware that the existing water easement in respect of the town water supply pipeline on the instant property along the northern roadside boundary is for a width of 2 metres therefrom; and
  - (b) That it is for the sole benefit and use of the adjacent property of the Transferors; and
  - (c) In respect thereof they covenant that they will henceforth not cause the water supply to be interrupted at any time hereafter.
- 2.
- 2.1 The Transferees for themselves and their successors in title hereby covenants with and for the benefit of the Transferor his successors in title and the Burnside Road community for the purposes of creating a building scheme to take effect from the date of signing of this agreement and continuing thereafter until 31<sup>st</sup> day of December 2025 after which date this covenant shall be of no further effect:
  - (a) Not to erect any building other than a new dwelling house (or houses where permitted by the Papakura District Council) (including garages and such other buildings which would normally be appurtenant to a dwelling house and any such dwelling house shall have a floor area of not less than 160m<sup>2</sup>.
  - (b) To complete any buildings within 12 months of laying down the foundations for such buildings.
  - (c) Not to permit the property to be occupied or used as a residence unless the buildings on the property have been substantially completed in accordance with this covenant and the buildings meet the requirements of the local authority.
  - (d) Not to place on the land any form of temporary accommodation (eg caravan etc) other than a builder's shed for the purpose of the builder's usual day to day use. Such shed is to be removed upon completion of the dwelling.
  - (e) Not to erect any fences using galvanised iron or any sheet metal products.
  - (f) To keep and maintain in a neat and tidy condition the property and the Council owned land between the front boundary and the road kerb and in particular not permit or suffer any rubbish to accumulate or be placed upon the land. In the event that the Transferees shall fail to comply with the provisions of this Clause the Transferor may at his option enter upon the property for the purpose of remedying such breach and all costs of so doing shall be recoverable from the Transferees.

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 11-11-02

Page 2 of 3 Pages

7  
6

2.2 AND IF there should be any breach or non-observance of any of the foregoing covenants the Transferees will upon written demand being made by the Transferor or any of the registered proprietors of the lots:

- (a) Pay to the person making such demands as liquidated damages the sum of \$250.00 per day for every day that such breach or non-observance continues after the date upon which written demand has been made;
- (b) Remove or cause to be removed from the property any second hand or used dwelling, garage, carport, building or other structure erected or placed on the property in breach or non-observance of the foregoing covenants.

#### Attestation

As Transferee in the presence of:

KRISN. HOCKLEY  
Registered Legal Executive  
Fellow New Zealand Institute of Legal Executives Inc  
Fortune Manning Auckland  
Authorised to take Statutory Declarations

Terry Richard RUDELL

Elizabeth Kathrine RUDELL

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

11-11-02

Page

3

of

7

Pages

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

**EASEMENT: RIGHT TO DRAIN STORMWATER**

**Further Recitals**

**Definitions:**

3A In this transfer "storm water" is water

3. The Transferees shall have the right to drain storm water from the rooves of buildings on the Dominant Tenement over agreed portions of that part of the Transferor's land being Lot 2, DP 311910 marked "J" and "G" on the said plan contained in Certificate of Title 46923 to be forever appurtenant to the land transferred pursuant to the following rights and powers permitting the Transferees:-

3.1 to convey or drain stormwater from the roofs of buildings on the Dominant Tenement, at all times in a free and unimpeded flow

[A] when contained in a pipeline to be layed at the agreed location as described in Clause 4.2; and

[B] to convey the water into the existing drain on the Servient Tenement.

3.2 to install a pipeline in the area approved in writing by the Transferor to a depth agreed upon;

3.3 to maintain the water capacity of the pond or lake on the dominant Tenement as required in the local territorial authority's building approvals when building approvals were obtained (or as later amended by any further requirements, if any, made by it in that regard);

3.4 to enter on to the Servient Tenement (at such times, upon such notice and by such route as is reasonable in the circumstances) with any tools, equipment, machinery and vehicles as are necessary and to remain there for any reasonable time and to dig up the soil of the servient land to the extent necessary and reasonable, for the purpose of installing the pipeline,

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

11-11-02

Page

4

of

7

Pages

Continuation of estate or interest or easement to be created:

[A] conditional on the Transferee:

- (1) causing as little disturbance as is reasonably possible to the surface of the Servient Tenement and
- (2) undertaking to promptly restore the surface of the Servient Tenement as nearly as possible to its original condition and
- (3) shall restore any other consequential damage to the Servient Tenement.

[B] The Transferee acknowledges that prior to commencement of work pursuant to this easement they have been notified that the said easement area where this pipeline is to be installed is adjacent to a proposed lake area on the Servient Tenement and that it is intended by the Transferor that the lake is to be bordered by planting of trees on the Servient Tenement.

**GENERAL COVENANTS**

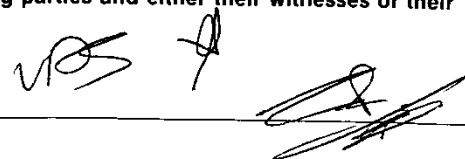
4. The grant of the rights contained herein shall be forever appurtenant to the dominant tenement.
5. No power is implied for the Transferor to terminate the rights contained herein for breach of any provision in this transfer by the Transferees or for any other cause it being the intention of the parties that the rights will continue forever unless surrendered.

**Conditions:**

6. The Transferees acknowledges that the right to convey stormwater along the pipeline and existing drain in the easement area is for the sole purpose of conveying stormwater collected from the roofed areas of buildings on the Dominant Tenement only (and not to generally drain the dominant tenement or any other land) and is on the following conditions:-

- 6.1 That the said water is stored in a separate catchment pond or lake on the dominant tenement approved by the territorial authority 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 11-11-02

Page 5 of 7 Pages

Continuation of estate or interest or easement to be created:

- [A] the overflow from which shall be vented to disperse the collected principally at approved levels into the adjacent protected bush area (but in a manner that it will not cause damage to the native bush), and
- [B] with the outflow operating into the Easement Area operating in the nature of an overflow, engineered at an approved height above the normal catchment area of the catchment point, into the pipeline to be constructed, linking with the existing drain on the easement area, and
- [C] which pond or lake on the Servient Tenement shall at all times be kept thoroughly watertight so that it does not leak onto the Servient Tenement nor into the proposed lake when built on the Servient Tenement.

**Costs: Pipeline**

- 6.2 That the costs of construction and maintenance of this easement pipeline on the easement area (only), up to, and into, the existing drain, shall be at the sole expense in all things of the Transferees and their successors in title and shall be strictly maintained at all times in good order and repair.

**Costs: Existing drain on easement area:-**

- 6.3 That the costs of maintaining the existing drain, (whether it is kept as an open drain or covered as a fully enclosed drain), shall be equally shared by the Transferor and the Transferees and their successors in title.

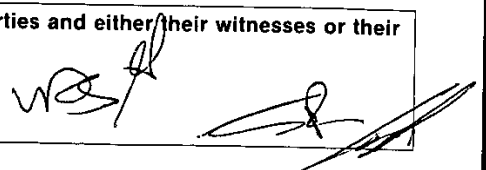
**Costs: Roadside drain:**

- 6.4 That the costs of maintaining the drain along the roadside boundary of the dominant tenement, shall be the Transferees and their successors in title, and shall be strictly maintained at all time to ensure an unimpeded flow.

**Annual review:**

- 6.5 That the parties will annually review what maintenance needs to be carried out.

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

11-11-02

Page

6

of

7

Pages

Continuation of estate or interest or easement to be created:

**Mediation and Arbitration provisions:**

7. If any outstanding issues arise between the Transferor and Transferees concerning the rights created by this transfer the parties shall enter into negotiations in good faith to resolve any outstanding issues. If the dispute is not resolved within one month of the date on which the parties begin their negotiations:
- 7.1 the parties shall submit to mediation by an LEADR trained mediator at the parties' joint cost, and
  - 7.2 if a mediated settlement is not reached, the parties will submit it to the arbitration of an independent arbitrator appointed jointly by the parties.
  - 7.3 If either the mediator or the arbitrator, as the case may be, cannot be agreed upon within 14 days in each case, the mediator and or arbitrator shall be appointed by the President for the time being of the Auckland District Law Society.
  - 7.4 Any 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 transfer shall be deemed a submission to arbitration.

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 11-11-02

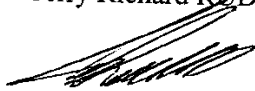
Page 7 of 7 Pages

[continued]

Further Attestation

As Transferees in the presence of:

Terry Richard RUDELL



Elizabeth Kathrine RUDELL

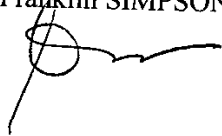


Further attestation

As Transferor in the presence of:



Warren Franklin SIMPSON



CMSimpson  
Law Clerk  
Papakura

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

GT - 46922

OT - \$128.00

Law Firm Acting
<b>FORTUNE MANNING</b> <b>AUCKLAND</b>

Auckland District Law Society  
REF: 4135 /2

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



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** 64462  
**Land Registration District** North Auckland  
**Date Issued** 06 March 2003

**Prior References**  
NA24D/409

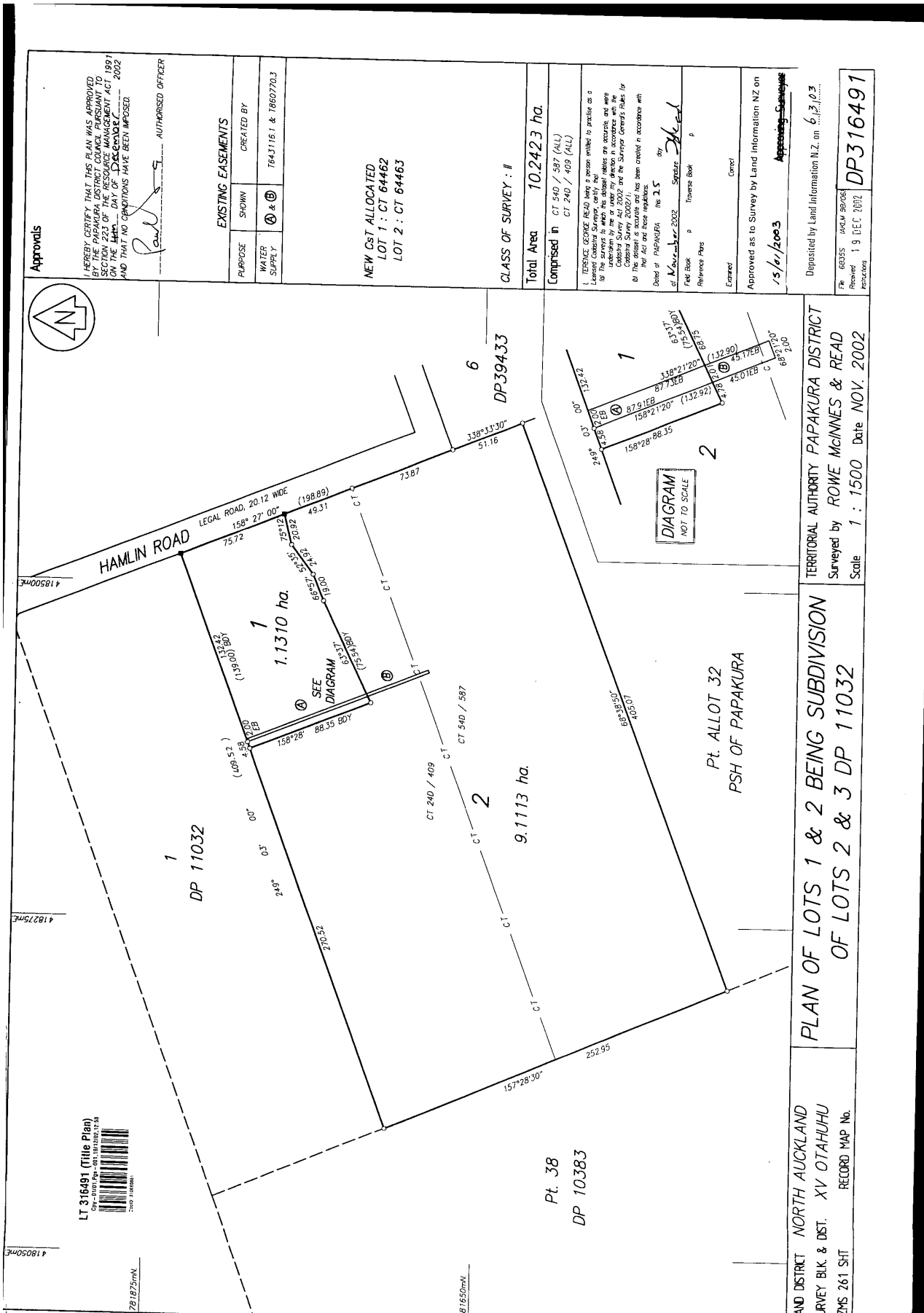
---

**Estate** Fee Simple  
**Area** 1.1310 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 316491

**Registered Owners**  
Lawrence Joseph Smith

---

**Interests**  
Subject to a water supply right over part marked A on DP 316491



**Approvals**

I HEREBY CERTIFY THAT THE PLAN WAS APPROVED BY THE PAPAURA DISTRICT COUNCIL UNDER SECTION 223 OF THE RESOURCE MANAGEMENT ACT ON THE 19th DAY OF DECEMBER 2002 AND THAT NO CONDITIONS HAVE BEEN IMPOSED.

*[Signature]* AUTHORIZED OFFICER

**EXISTING EASEMENTS**

PURPOSE	SHOWN	CREATED BY
WATER SUPPLY	ⓐ & ⓑ	T64J1161 & T86D270J3

**NEW Cst ALLOCATED**  
LOT 1 : CT 64462  
LOT 2 : CT 64463

**CLASS OF SURVEY : II**

**Total Area 10.2423 ha.**

**Comprised in**  
CT 540 / 587 (ALL)  
CT 240 / 409 (ALL)

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY A LICENSED SURVEYOR AND THAT THE SURVEYING INSTRUMENTS USED WERE CALIBRATED AND FOUND TO BE ACCURATE AND WERE USED IN ACCORDANCE WITH THE SURVEYING ACT 2002 AND THE SURVEYING REGULATIONS 2003. THE SURVEY WAS CONDUCTED ON THE 15th DAY OF NOVEMBER 2002.

Dated at PAPAURA the 15th day of November 2002

*[Signature]*  
Reference Plans

Approved as to Survey by Land Information NZ on 15/01/2003

Approved Subsequent

Deposited by Land Information NZ on 6/3/03

File 68355 IAKLM 99/064  
Received 19 DEC 2002  
DP316491

TERRITORIAL AUTHORITY PAPAURA DISTRICT  
Surveyed by ROWE McANNES & READ  
Scale 1 : 1500 Date NOV. 2002

PLAN OF LOTS 1 & 2 BEING SUBDIVISION  
OF LOTS 2 & 3 DP 11032

AND DISTRICT NORTH AUCKLAND  
URVEY BLK. & DST. XV OTAHUHU  
ZMS 261 SH1 RECORD MAP No.



LT 316491 (Title Plan)

Copy - 310107, Rev - 001, 18/07/2002, 12:14

781825mmK

781650mmK

Pt. 38  
DP 10383

DIAGRAM  
NOT TO SCALE



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **571995**  
**Land Registration District** **North Auckland**  
**Date Issued** 23 March 2012

**Prior References**  
NA119B/678

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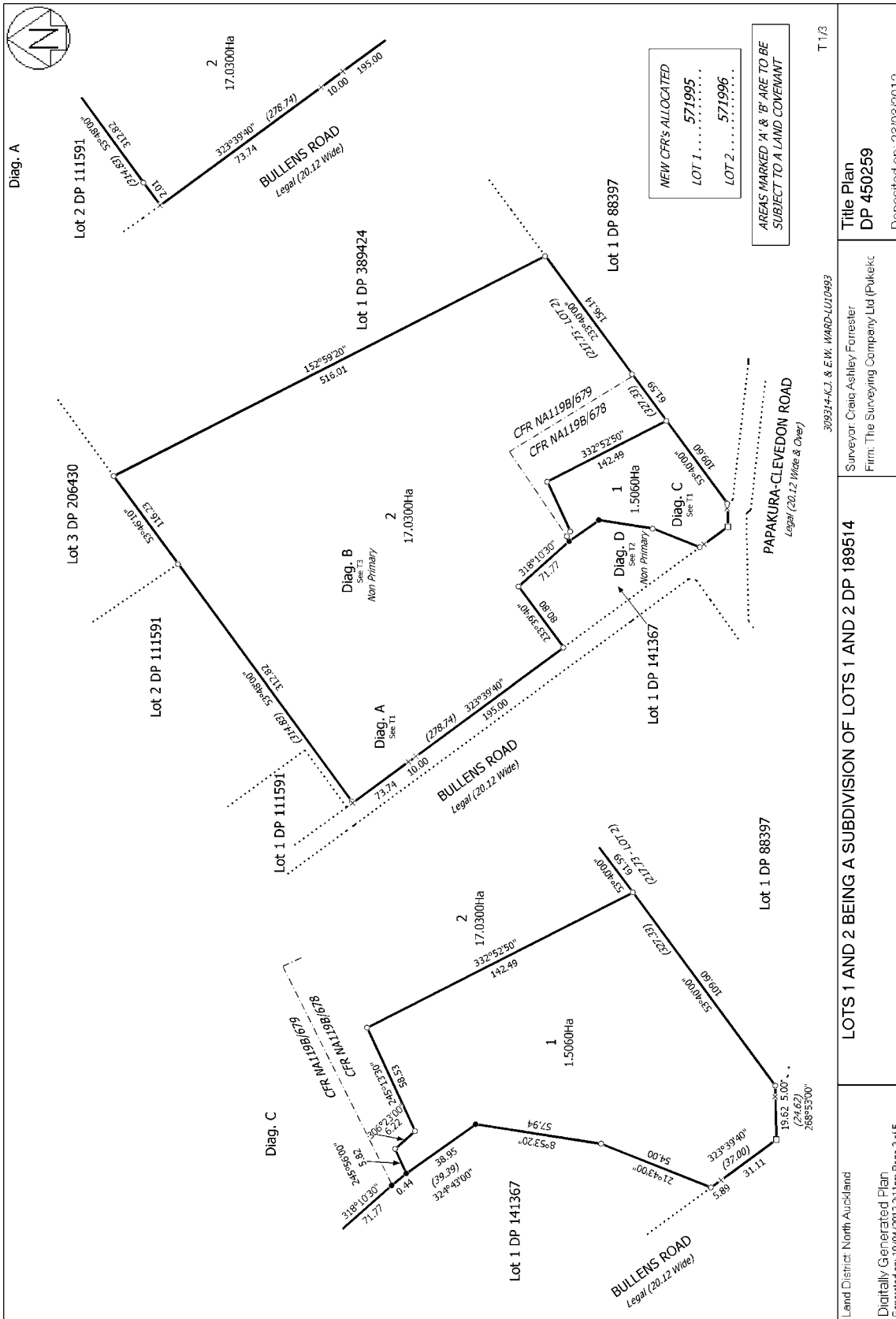
**Estate** Fee Simple  
**Area** 1.5060 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 450259

**Registered Owners**  
Nigel James Frost and Sarah Jane Frost

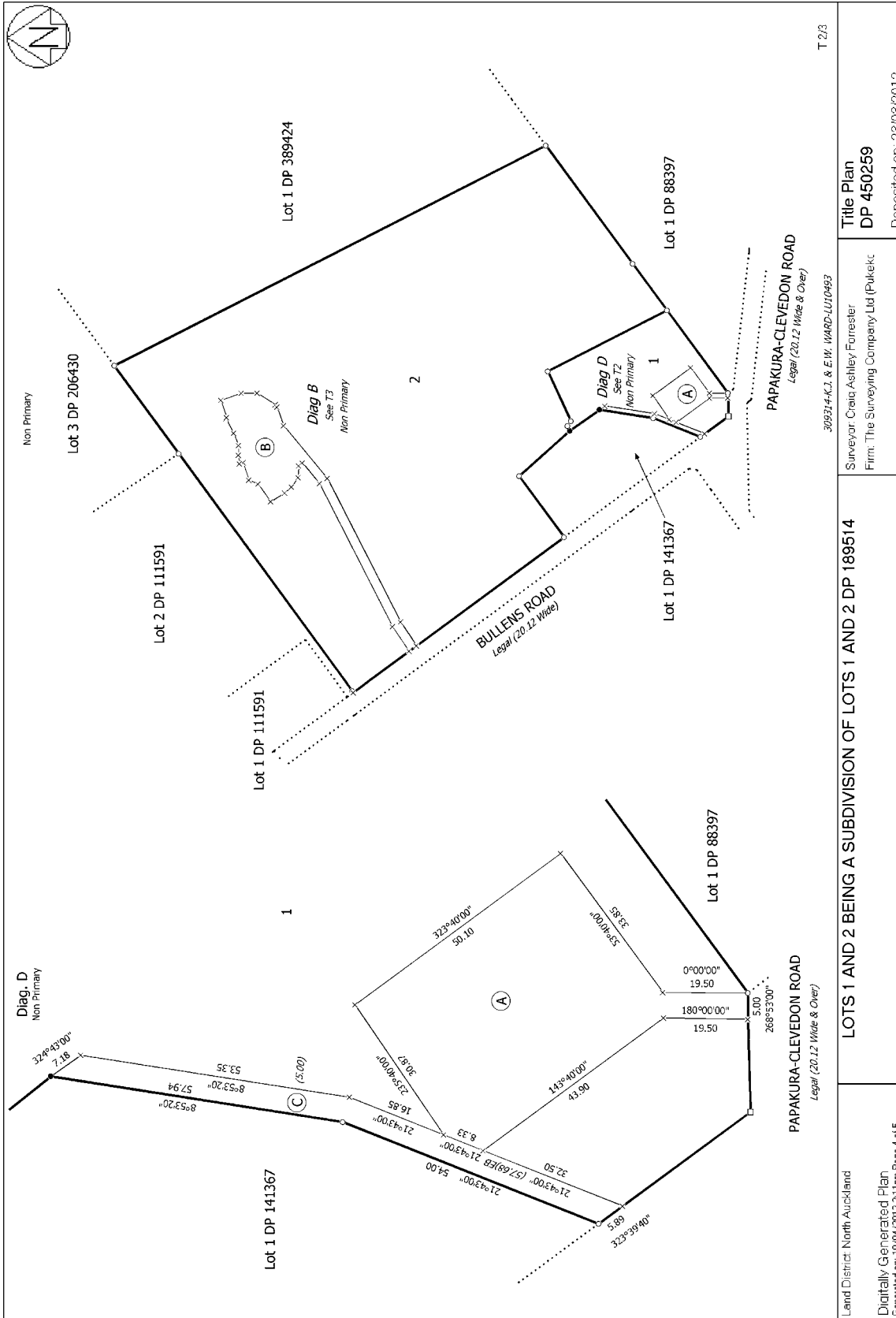
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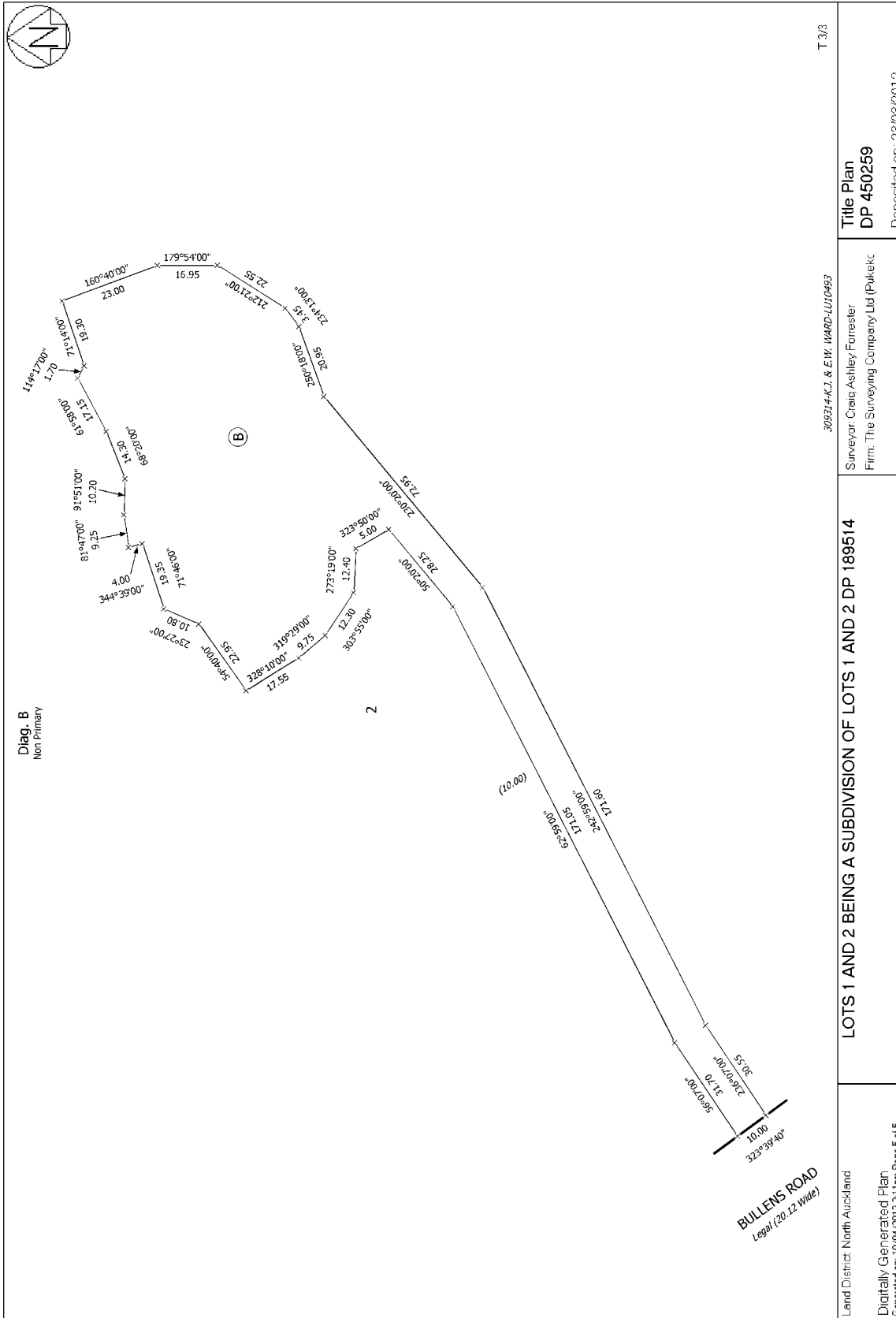
**Interests**

D287889.3 Consent Notice pursuant to Section 221 (1) Resource Management Act 1991 - 1.7.1998 at 12:06 pm  
Subject to a stream maintenance right over part marked C on DP 450259 specified in Easement Certificate D287889.6 - 1.7.1998 at 12:06 pm  
8991757.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 23.3.2012 at 8:44 am  
9046673.2 Mortgage to Westpac New Zealand Limited - 26.4.2012 at 3:47 pm



Land District: North Auckland Digitally Generated Plan Generated on: 10/04/2012 2:11 pm, Page 3 of 5	LOTS 1 AND 2 BEING A SUBDIVISION OF LOTS 1 AND 2 DP 189514	Title Plan DP 450259 Deposited on: 23/03/2012
Surveyor: Craig Ashley Forrester Firm: The Surveying Company Ltd (Pukek)		T 1/3





# View Instrument Details



**Instrument No** 8991757.5  
**Status** Registered  
**Date & Time Lodged** 23 March 2012 08:44  
**Lodged By** Palmer, Stephen Samuel  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



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**Affected Computer Registers**    **Land District**  
571995                                      North Auckland

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**Annexure Schedule:** Contains 1 Page.

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## Signature

Signed by Stephen Samuel Palmer as Territorial Authority Representative on 15/03/2012 06:40 PM

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

<u>IN THE MATTER OF</u>	Section 221 of the Resource Management Act 1991
<u>BETWEEN</u>	John Elizabeth Ward & Kevin John Ward
	Registered Proprietors
<u>AND</u>	The Auckland Council
	The Council

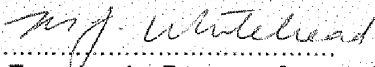
CONSENT NOTICE UNDER SECTION 221 OF THE  
RESOURCE MANAGEMENT ACT 1991

In the Matter of Lot 1 on Deposited Plan 450259

The Auckland Council having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following condition being registered against the Certificate of Title of Lot 1 and complied with as follows:

***The residential curtilage area for Lot 1 is restricted to the area marked "A" on the plan having an area of no more than 2000m<sup>2</sup>. Any residential and ancillary buildings, garages, paved tennis courts and swimming pools must be confined to the residential curtilage area shown.***

Dated at Papakura this ...<sup>6<sup>th</sup></sup>..... day of March 2012

  
.....  
Marian Whitehead, Team Leader Resource Consent Papakura  
Authorised Officer

D287889.3 COND

IN THE MATTER OF Section 221 of the Resource  
Management Act 1991

BETWEEN GREYVIEW LANDS LTD., of  
Auckland

Registered Proprietors

AND THE PAPA KURA DISTRICT  
COUNCIL

The Council

CONSENT NOTICE UNDER SECTION 221 OF THE  
RESOURCE MANAGEMENT ACT 1991

In the Matter of Lots 1 and 2 on Deposited Plan 189514  
being subdivision of Part Allotment 48 Parish of Papakura

THE PAPA KURA DISTRICT COUNCIL the Territorial Authority having jurisdiction in respect  
of the above land hereby gives notice that subdivision consent is granted subject to the  
following conditions being complied with as to Lots 1 and 2 on Deposited Plan 189514;

- That the recommendations contained in the geotechnical report prepared by  
Chambers Consultants Limited, referenced 980033 and dated 11 February 1998,  
be strictly adhered to.
- That any habitable floor level associated with any future dwelling to be erected on  
Lot 1 be located at a minimum 300 mm above the 1% AEP design flood level (As  
Joyce Group TA Services Limited for Papakura District Council hold any base  
calculations for flooding in this area, this design flood level shall be determined by  
a Registered Engineer/Surveyor experienced in stormwater and flood  
assessments).

Dated at Papakura this 03<sup>rd</sup> day of June 1998.



Principal Administrative Officer

Our File Ref: 16/98/31  
P803 Papakura-Clevedon Rd

14

1206 01 JUL 98 D 2878893

PARTICULARS OF THE  
AND R...

FOR AUG 1998  
132





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **647737**  
**Land Registration District** **North Auckland**  
**Date Issued** 03 March 2015

**Prior References**  
NA21A/286

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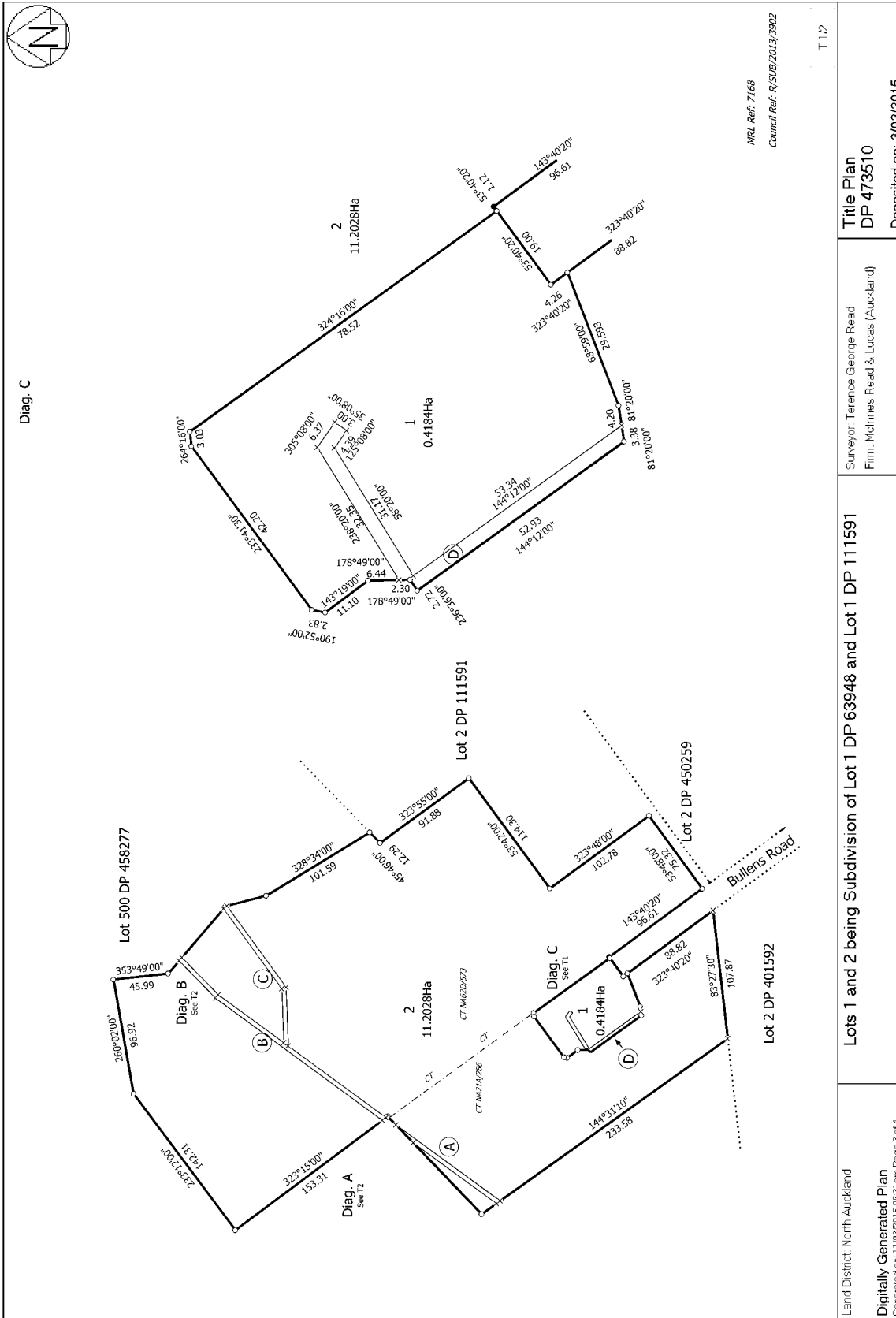
**Estate** Fee Simple  
**Area** 4184 square metres more or less  
**Legal Description** Lot 1 Deposited Plan 473510

**Registered Owners**  
Scott Richard Charles Harris and Natasha Ann Harris

---

**Interests**

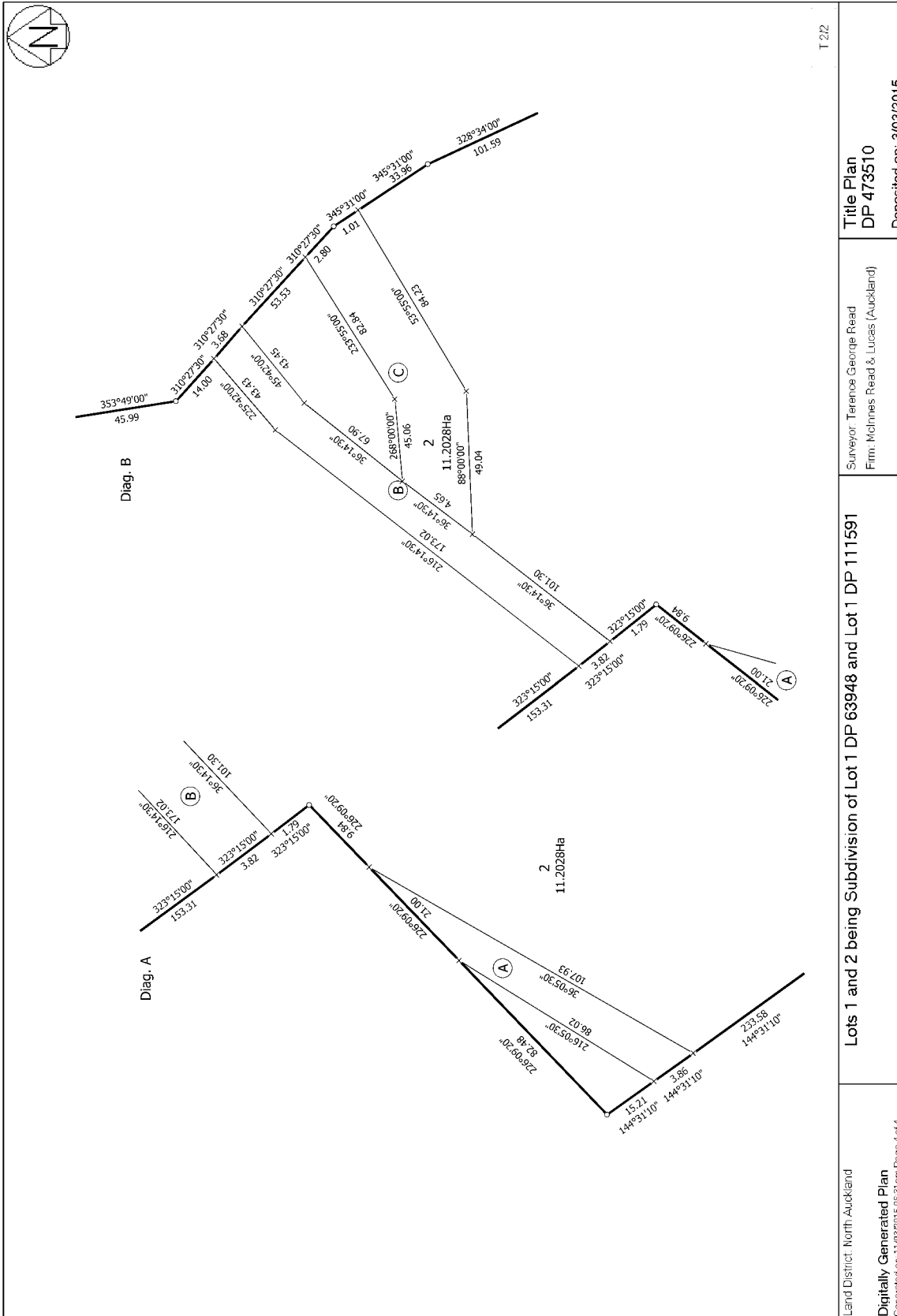
Subject to a right to convey water over part marked D on DP 473510 created by Easement Instrument 9964949.6 - 3.3.2015 at 1:23 pm  
9964949.7 Encumbrance to Leonard Evan Lipscombe and Margaret Ann Lipscombe - 3.3.2015 at 1:23 pm  
10038086.2 Mortgage to Bank of New Zealand - 22.4.2015 at 1:45 pm



MRL Ref: 7168  
Council Ref: R/SUB/2013/2902

T.12

Land District: North Auckland Digitally Generated Plan Generated on: 11/02/2015 06:37 am Page 3 of 4	Lots 1 and 2 being Subdivision of Lot 1 DP 63948 and Lot 1 DP 111591	Surveyor: Terence George Read Firm: Molines Read & Lucas (Auckland)	Title Plan DP 473510 Deposited on: 3/03/2015
--	--	--	--



# View Instrument Details



**Instrument No** 9964949.7  
**Status** Registered  
**Date & Time Lodged** 03 March 2015 13:23  
**Lodged By** Richards, Kay  
**Instrument Type** Encumbrance



---

**Affected Computer Registers**    **Land District**  
647737                                      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 Juanita Cassandra Maxwell as Encumbrancer Representative on 03/03/2015 12:30 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 Juanita Cassandra Maxwell as Encumbrancee Representative on 03/03/2015 12:30 PM

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

Form E

Encumbrance instrument

(Section 101 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
647737	All	

Encumbrancer

Leonard Evan Lipscombe and Margaret Ann Lipscombe

Encumbrancee

Leonard Evan Lipscombe and Margaret Ann Lipscombe

Estate or interest to be encumbered

*Insert e.g. Fee simple; Leasehold in Lease No. etc.*

Fee Simple

Encumbrance Memorandum Number

Not Applicable

Nature of security

*State whether sum of money, annuity or rentcharge and amount*

Annual rent charge of One Dollar (\$1.00)

Encumbrance

*Delete words in [ ], as appropriate*

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the above Encumbrance Memorandum and Annexure Schedule and so as to incorporate in this Encumbrance the terms and other provisions set out in the above Encumbrance Memorandum and Annexure Schedule for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Form E *continued*

**Terms**

- 1 Length of term : 999 years
- 2 Payment date(s) : 1st of June in each year if demand is made by the Encumbrancee to the Encumbrancer
- 3 Rate(s) of interest : Nil
- 4 Event(s) in which the sum, annuity or rent charge becomes payable : Written demand for payment being made by the Encumbrancee to the Encumbrancer
- 5 Consideration: \$1.00 (one dollar) per annum if demand is made by the Encumbrancee to the Encumbrancer

**Covenants and conditions**

*Continued in Annexure Schedule(s), if required*

The Encumbrancer is the registered proprietor of all the land in Certificate of Title 647737 ( the Title)

The Encumbrancer has subdivided the head titles NA 62D/573 and NA21A/286 under Plan No. 477125.

The Encumbrancers covenant and agree for themselves and their successors in title with the Encumbrancee that upon becoming the registered proprietor of the land in the aforesaid title that they would not object to any application for Resource consent to the Council in respect of a designated function centre situated on Lot 2 DP 473510.

The said covenants shall be enforced by the Encumbrancee.

The Encumbrancee shall have the right to full free uninterrupted and unrestricted right, liberty and privilege in gross for the Encumbrancee and its servants, employees, tenants, agents, licencees, contractors and invitees to emit noise from the Encumbrancee's estate provided however such emissions are in accordance with the Resource Management Act 1991 or any statutory amendment or replacement thereof and to allow the emissions to escape, pass over or settle (as the case may be) on the land within computer freehold register Identifier 647737 ("the servient land") in the course of the use of the Encumbrancee's estate with the intent that such Encumbrance shall run with the servient land.

The Encumbrance will allow the Encumbrancee to carry out on the Encumbrancee's estate all activities associated with a Function Centre (such activities called "Function Centre Activities") without interference or restraint from the Encumbrancer.

Form L

Annexure Schedule

Page of Pages

Insert instrument type

Encumbrance

Continue in additional Annexure Schedule, if required

The Encumbrancer shall not at any time make any claim or demand or take any action or proceedings or be a party to or otherwise support in any way or allow or permit any action or proceedings for damage for negligence (excluding gross negligence) nuisance or interference of any nature (including damage or nuisance arising out of negligence of the Encumbrancee or any of its servants, employees, tenants, agents, licencees, contractors and invitees) directly or indirectly in any way arising out of the Function Centre Activities or other use of the Encumbrance's estate in accordance with the Resource Management Act 1991 or any statutory amendment or replacement thereof.

- The Encumbrancee shall not at any time:
- (a) Make or lodge, or
  - (b) Be party to or otherwise support in any way; or
  - (c) Finance or contribute to the cost of

Any submission, application, proceeding or appeal which has the effect of limiting, prohibiting or restricting the continuance or recommencement by the Encumbrancee of its Function Centre Activities or other use of the Encumbrancee's estate in accordance with the Resource Management Act 1991 or any statutory amendment or replacement thereof.

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

(Empty box for modification of statutory provisions)



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA3D/117  
**Land Registration District** North Auckland  
**Date Issued** 18 May 1964

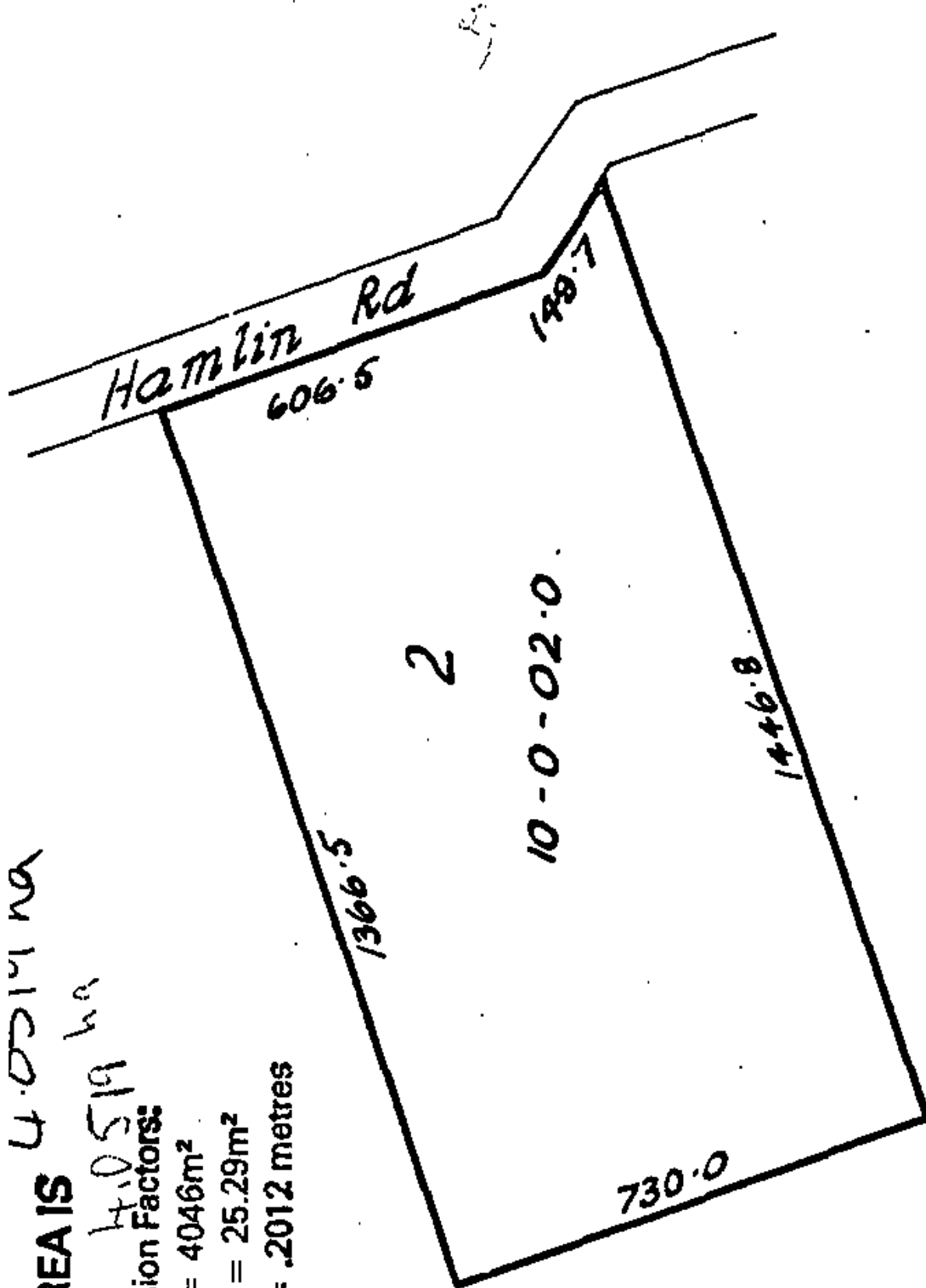
**Prior References**  
NA2057/86

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**Estate** Fee Simple  
**Area** 4.0519 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 53136  
**Registered Owners**  
Mei Dang Fong

---

**Interests**  
9135920.2 Mortgage to ANZ National Bank Limited - 20.8.2012 at 1:53 pm



AREA IS 4.0514 ha

4.0519 ha

Version Factors:

re = 4046m<sup>2</sup>

rch = 25.29m<sup>2</sup>

lk = .2012 metres



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA4B/239  
**Land Registration District** North Auckland  
**Date Issued** 10 August 1964

**Prior References**  
NA767/208

---

**Estate** Fee Simple  
**Area** 4.0868 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 53384

**Registered Owners**  
Neil Richard Smith, Elaine Mavis Smith and David John Graeme Cox

---

**Interests**

Appurtenant hereto is a water supply line right created by Transfer A90033  
066065.3 Mortgage to Australia and New Zealand Banking Group Limited - 31.5.1974 at 9.41 am

Appurtenant  
line over  
60 Paris  
coloured  
upon T  
creat

607.7

AE

Apr  
the  
at 12

Ab06840 C

96 of the  
10/12/1971

017835.3 Cert  
of the Rate  
10.19  
1-810840

597.0

2

10 : 0 : 15.8

1455.4

694.3

803.3

Hammins  
Road

Road



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA52C/887  
**Land Registration District** North Auckland  
**Date Issued** 24 November 1982

**Prior References**  
NA45A/58

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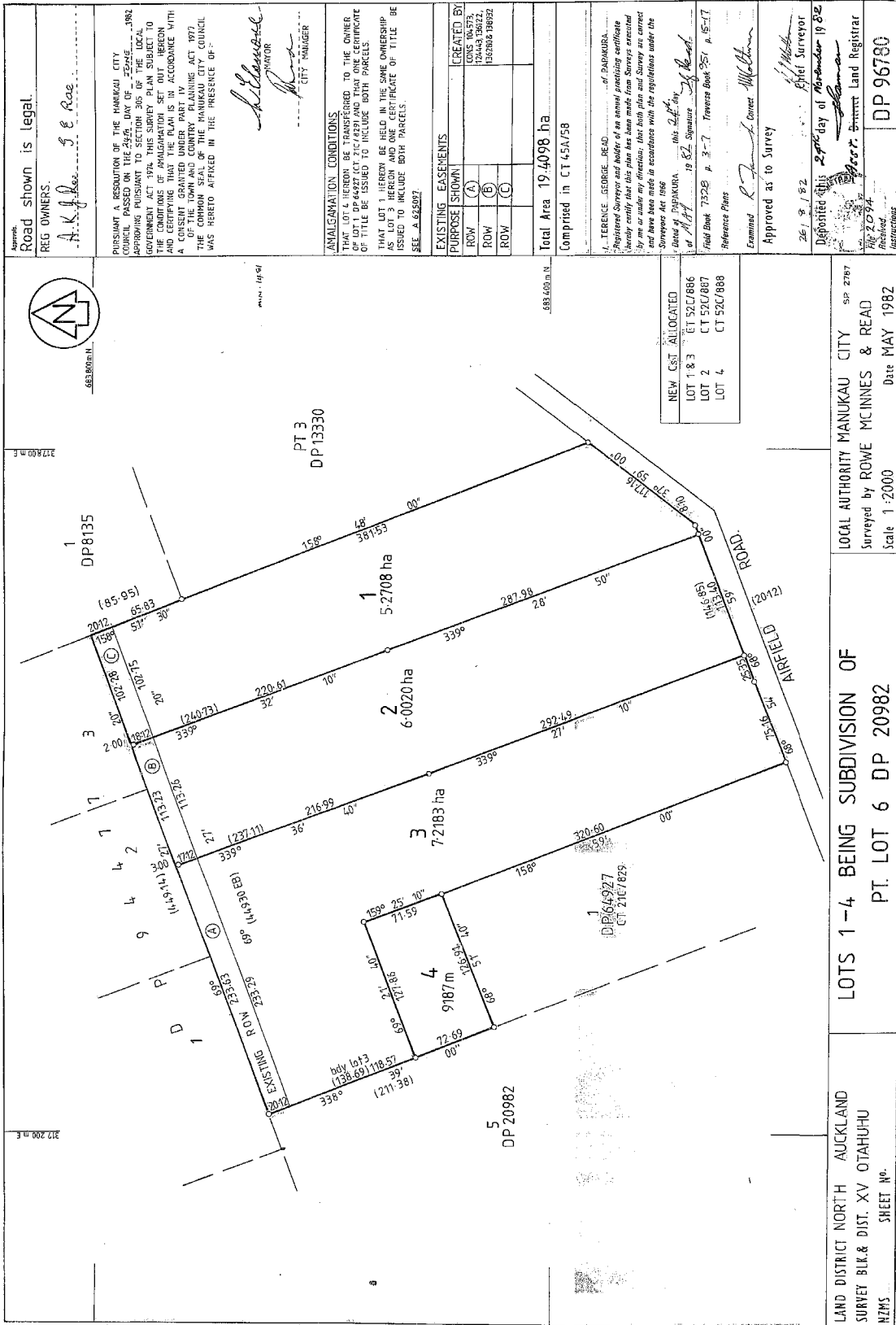
**Estate** Fee Simple  
**Area** 6.0020 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 96780

**Registered Owners**  
Spencer's Company Limited

---

**Interests**

Subject to a right of way over part marked B on DP 96780 created by Conveyance 136122 (R50/896)  
Subject to a right of way over part marked B on DP 96780 created by Conveyance 138932 (R56/282)  
Subject to a right of way over part marked B on DP 96780 created by Conveyance 104573 (R23/693)  
Subject to a right of way over part marked B on DP 96780 created by Conveyance 136280 (R51/735)  
Subject to a right of way over part marked B on DP 96780 created by Conveyance 124443 (R44/508)  
D497512.3 Mortgage to Bank of New Zealand - 17.4.2000 at 9.00 am  
D527473.1 Certificate that a building consent has been issued in respect of a building on the land that is described in Section 36(2) Building Act 1991 - 27.7.2000 at 3.17 pm  
12780835.2 Variation of Mortgage D497512.3 - 4.10.2023 at 5:05 pm  
12780835.3 Mortgage to Montgomery Martyn Spencer, Caroline Louise Spencer and Christopher Newton Spargo - 4.10.2023 at 5:05 pm



Remarks:  
 Road shown is legal.  
 REG OWNERS:  
 A. K. J. Rae  
 S E Rae

PURSUANT A RESOLUTION OF THE MANUKAU CITY COUNCIL PASSED ON THE 24th DAY OF DECEMBER 1982 APPROVING PURSUANT TO SECTION 305 OF THE LOCAL GOVERNMENT ACT 1974 THIS SURVEY PLAN SUBJECT TO THE CONDITIONS OF AMALGAMATION SET OUT HEREON AND CERTIFYING THAT THE PLAN IS IN ACCORDANCE WITH A CONDITION IMPOSED BY THE CITY PLANNING ACT 1977 AS PART OF THE COUNTRY PLANNING ACT 1977 THE COMMON SEAL OF THE MANUKAU CITY COUNCIL WAS HERETO AFFIXED IN THE PRESENCE OF:-

*Richard Hillhouse*  
 MAYOR

*John [Signature]*  
 CITY MANAGER

**AMALGAMATION CONDITIONS**  
 THAT LOT 4 HERON BE TRANSFERRED TO THE OWNER OF LOT 1 DP 4927 CT 21C/429 AND THAT ONE CERTIFICATE OF TITLE BE ISSUED TO INCLUDE BOTH PARCELS.  
 THAT LOT 1 HERON BE HELD IN THE SAME OWNERSHIP AS LOT 3 HERON AND ONE CERTIFICATE OF TITLE BE ISSUED TO INCLUDE BOTH PARCELS.  
 SEE A 66207

**EXISTING EASEMENTS**

PURPOSE SHOWN	CREATED BY
ROW (A)	LOIS 104572, 124447, 138222, 152800, 160222
ROW (B)	
ROW (C)	

Total Area 19.4098 ha  
 Comprised in CT 45A/58

A. FERRENCE GEORGE READ, of PAKAPAKA, Registered Surveyor and holder of an annual practicing certificate hereby certify that this plan has been made from surveys executed by me or under my direction; that both plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act 1986.

Date of Topokura this 24th day of December 1982  
 at Mt. 19 82 Signature *[Signature]*  
 Field Book 7328 p. 3-7. Traverse Book 351 p. 45-47  
 Reference Plans

Examined *[Signature]* Consent *[Signature]*  
 Approved as to Survey  
 26/12/82  
 Chief Surveyor

Disputed this 29th day of November 1982  
 Registered Land Registrar  
 File 2094  
 Attached Instructions

DP 96780

DATE OF PHOTOGRAPHY 2 DEC 1982



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA62D/574**  
**Land Registration District** **North Auckland**  
**Date Issued** 20 August 1986

**Prior References**  
NA21A/287

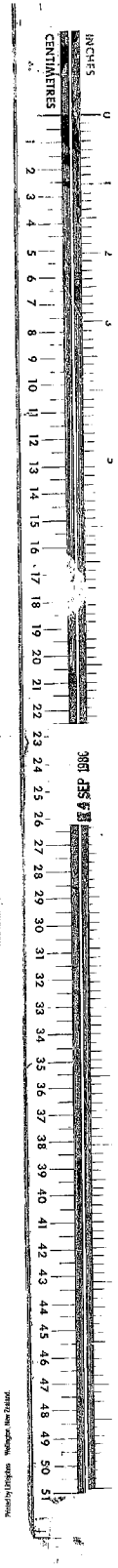
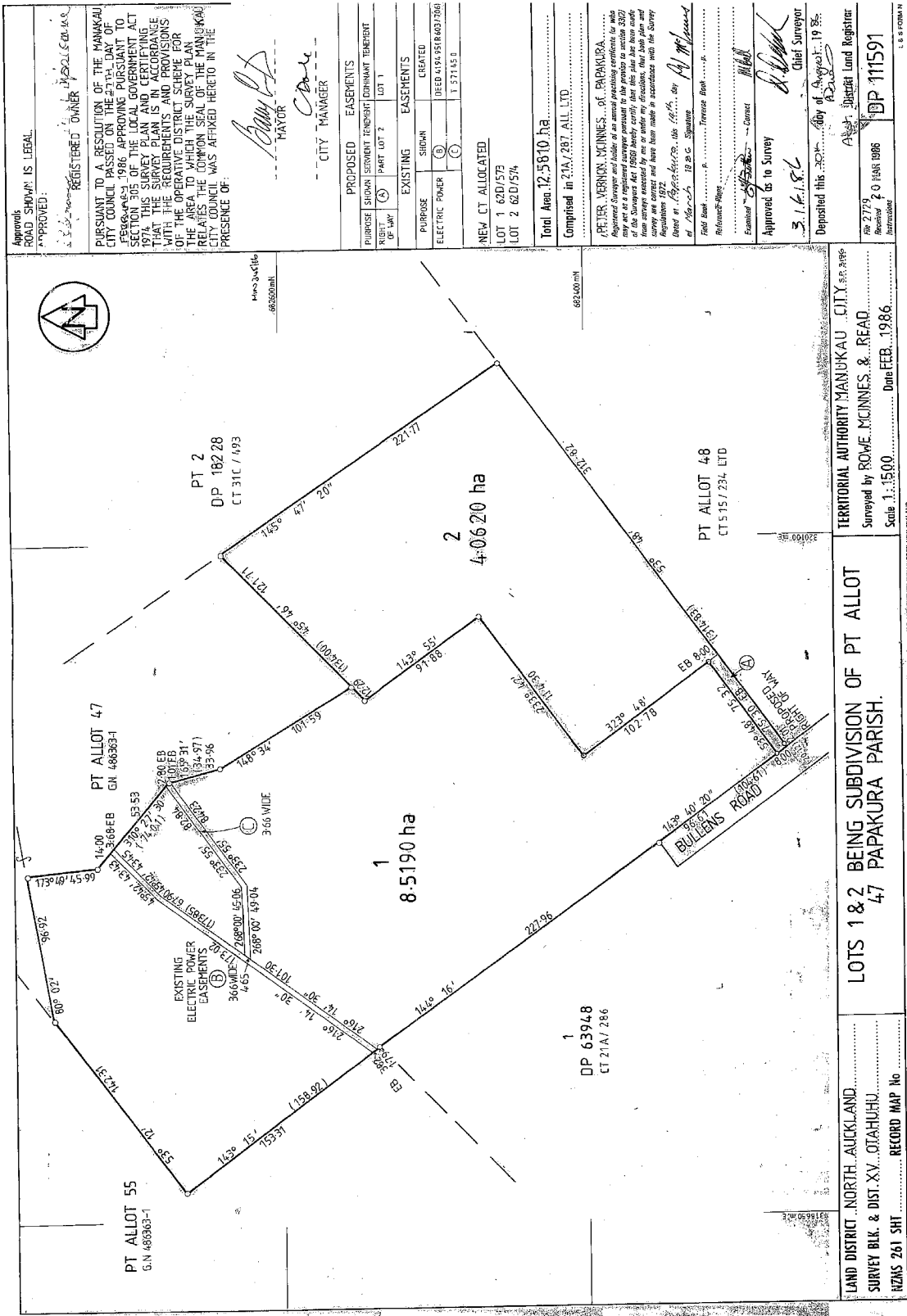
---

**Estate** Fee Simple  
**Area** 4.0620 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 111591  
**Registered Owners**  
A D Thompson Trustee Limited and Comac Trustees Limited

---

**Interests**

C067770.1 Encumbrance to Manukau City Council - 16.11.1989 at 10:07 am  
Subject to a right of way over part marked A on DP 111591 specified in Easement Certificate B678840.1 - 23.6.1987 at 2.26 pm  
11396210.3 Mortgage to ASB Bank Limited - 17.5.2019 at 4:12 pm



C 067770-1 ENC

MEMORANDUM OF ENCUMBRANCE

Encumbrancer: IVAN JAMES TREVOR STOTT of Auckland company director and ELIZABETH LILY STOTT his wife

(in this Memorandum called "the Encumbrancer")

Council: THE MANUKAU CITY COUNCIL

(in this Memorandum called "the Council")

WHEREAS:

- (1) The Encumbrancer is registered as proprietor of an estate in fee simple in the land described in the *Second Schedule*.
- (2) The land is situate in the district of the Council
- (3) As a result of the circumstances disclosed in the *Third Schedule* the Encumbrancer has agreed:—
  - (a) to grant and make the rent charge with the Council as set out, and subject to the conditions expressed, in the *First Schedule* and
  - (b) to enter into the covenants in the Council's favour as set out in the *Fourth Schedule*.

NOW THIS MEMORANDUM WITNESSES that the Encumbrancer ENCUMBERS the land for the benefit of the Council as set out in the *First Schedule* AND COVENANTS with the Council as set out in the *Fourth Schedule*.

IN WITNESS WHEREOF this Memorandum has been executed this 14<sup>th</sup> day of November

1989

SIGNED by  
~~THE COMMON SEAL of~~

IVAN JAMES TREVOR STOTT

ELIZABETH LILY STOTT

was affixed hereto  
in the presence of:—

*[Handwritten signatures of witnesses]*

Correct for the purposes of  
the Land Transfer Act 1952

*[Handwritten signature of solicitor]*

Solicitor for the  
Encumbrancee Council

**FIRST SCHEDULE**  
(Terms and Conditions of Encumbrance)

1. The term of the Encumbrance is 999 years commencing from the date hereof subject to earlier determination in the events provided in the *Fifth Schedule*.
2. The rent charge is ONE DOLLAR (\$1.00) to be paid to the Council by the 1st day of January in each year if demanded by that date. The first payment if so demanded is due on or before the 1st day of January next succeeding the date of this Memorandum.
- ~~2. The annual rent charge is \$ \_\_\_\_\_ to be paid to the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ and on the like day of \_\_\_\_\_ in every year thereafter PROVIDED ALWAYS that if during the period of 12 months immediately preceding the first day of \_\_\_\_\_ in each year there shall have been no breach by the Encumbrancer of any of the obligations covenants or agreements herein contained then the annual rent charge payable hereunder shall be deemed to have been paid and the Encumbrancer shall be entitled to an acknowledgement from the Council to that effect.~~
3. The covenants of the *Fourth Schedule* shall be enforceable only against the owners and occupiers for the time being of the land and not otherwise against the Encumbrancer and his successors in title.
4. Section 104 of the Property Law Act 1952 applies to this Memorandum of Encumbrance but otherwise (and without prejudice to the Council's rights of action at common law as a rent-chargee):
  - (a) The Council shall be entitled to none of the powers and remedies given to Encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952; and
  - (b) No covenants on the part of the Encumbrancer and his successors in title are implied in this Memorandum other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.
5. Insofar as the exercise of its discretion by the Council in the circumstances set out in the *Third Schedule* may amount to moneys worth provided by the Council within the meaning of Section 3(1)(a) of the Credit Contracts Act 1981 then the moneys worth so provided equates or exceeds the aggregate of the annual rent charge payable by the Encumbrancer during the term hereof.
6. In the event of the Encumbrancer wishing to enter into a mortgage or mortgages of the land to have priority to this Memorandum the Encumbrancer shall be entitled at his own cost in all things to a Memorandum of Priority granted by the Council in favour of any such mortgage or mortgages PROVIDED that the mortgagee thereunder consents to and acknowledges that it is bound by the covenants of this Memorandum for the poses of Section 105 of the Land Transfer Act 1952.
7. The Encumbrancer shall further pay to the Council forthwith upon demand an amount equal to any output tax payable by the Council under the Goods and Services Tax Act 1985 or any Act in amendment or substitution therefor in respect of taxable supplies made to the Encumbrancer directly or indirectly attributable to matters referred to in, or arising from, this Memorandum of Encumbrance.
8. In this Memorandum and its Schedules:—
  - (a) "the land" refers to that described in the *Second Schedule* and any part of it.
  - (b) "Schedule" refers to the several Schedules attached to this Memorandum.
  - (c) Words importing the singular number of plural number shall include the plural number and singular number respectively and words importing the masculine gender shall include the feminine or neuter gender.



**THE SECOND SCHEDULE (The Land)**

4.0620 hectares more or less being Lot 2 on Deposited Plan 111591 and being part Allotment 47 Parish of Papakura, and also being all the land comprised and described in Certificate of Title No. 62D/574 (Auckland Registry) SUBJECT TO:

- (1) Fencing covenant in Transfer A553901.
- (2) Right of Way in Easement Certificate B678840.1 created by Transfer B678840.2.
- (3) Mortgage B.725832.2.
- (4) Mortgage No. C.046385.1

**THIRD SCHEDULE (The Circumstances)**

Application has been made to the Council for a building permit in respect of a second household unit hereafter to be erected upon the land (hereinafter called "the New Home") and in support of such application the Encumbrancer has offered to enter into this Memorandum and the covenants of the Fourth Schedule which are desirable having regard to the necessity to remove from the land upon taking occupation of the New Home the household unit presently sited upon the land (hereinafter called "the Old Home") or convert the same to meet the requirements of the Council's District Scheme in respect thereof.

**FOURTH SCHEDULE (The Covenants)**

1. THAT the Encumbrancer shall forthwith upon issuance by the Council of a building permit in respect of the New Home proceed diligently in a good and workmanlike manner and in accordance with any conditions of such building permit and

to the satisfaction of the Council erect build or place upon the land the New Home in addition to the Old Home.

2. THE Encumbrancer shall within 2 years of the date of issuance of the aforementioned building permit, or within three months of entering into occupation of the new home, or upon the sale of the land (whichever is the earlier) demolish or remove the Old Home from the land or convert the same to a barn in accordance with the Council's District Scheme in respect thereof and thereafter cease to use the same for residential purposes.
  
3. THAT the Encumbrancer shall pay all legal costs and disbursements directly or indirectly attributable to the preparation execution registration enforcement and ultimate discharge of this Memorandum and its covenants

**FIFTH SCHEDULE (Events for Termination)**

Upon the Council being satisfied that the covenants of the Fourth Schedule have been duly performed and/or that the covenants have become obsolete unnecessary or no longer enforceable.

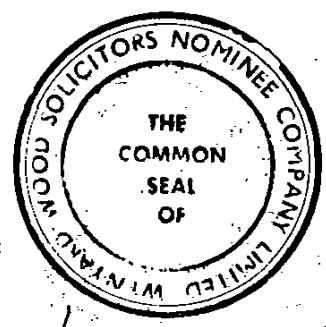
W.S.  
*[Handwritten signature]*

PRIOR MORTGAGEE'S CONSENT

WYNYARD WOOD SOLICITORS NOMINEE COMPANY LIMITED as ~~1/2~~  
Mortgagee of the land under and by virtue of  
Memorandum of Mortgage No. B725832.2/ and Mortgage No. C046385.1  
HEREBY CONSENTS  
TO AND ACKNOWLEDGES that it is bound by the  
above-written Memorandum of Encumbrance for the  
purposes of Section 105 of the Land Transfer Act 1952.

DATED this 14 day of November 1989

THE COMMON SEAL of )  
WYNYARD WOOD SOLICITORS )  
NOMINEE COMPANY LIMITED )  
was hereunto affixed )  
in the presence of:- )



*[Handwritten signatures and scribbles]*

*[Handwritten initials]*

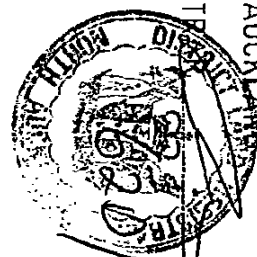
MEMORANDUM OF ENCUMBRANCE

I. J. T. & E. L. STOTT Encumbrancer

THE MANUKAU CITY COUNCIL Council

10.07 16.NOV89 C 067770 /

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND  
ASST. LAND REGISTRAR



574



**BRANDON · BROOKFIELD**  
SOLICITORS,  
AUCKLAND.



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA63C/432**  
**Land Registration District** **North Auckland**  
**Date Issued** 14 August 1986

**Prior References**  
NA55C/1329

---

**Estate** Fee Simple  
**Area** 6.7394 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 112997

**Registered Owners**  
Micheline Rita Birak, Tom Michael Fakhoury and Lody Michel Birak

---

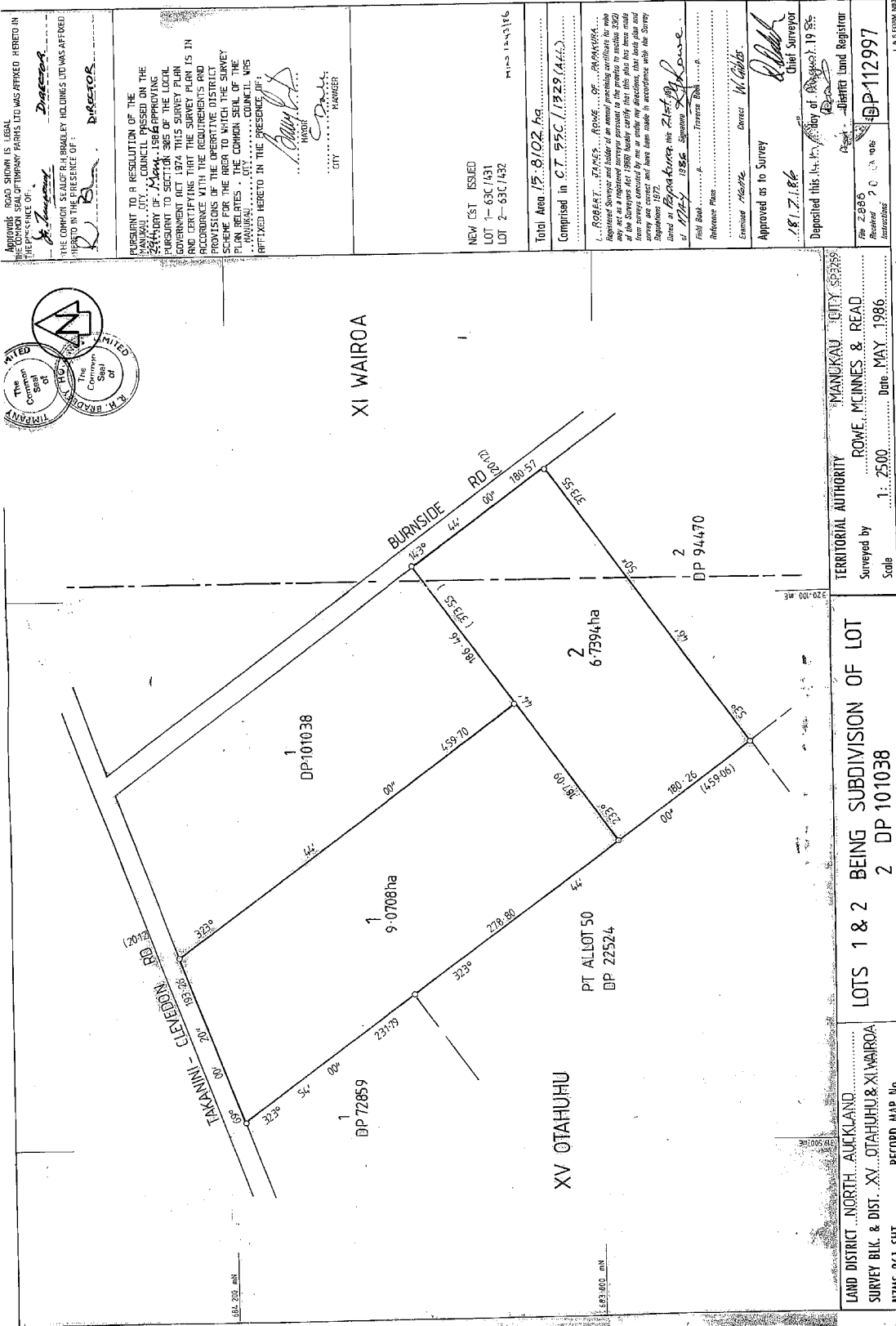
**Interests**

D316781.1 Certificate that a building consent has been issued in respect of a building on the land that is described in Section 36(2) Building Act 1991 - 2.10.1998 at 1:47 pm

Appurtenant hereto is a right to convey water created by Easement Instrument 7310126.1 - 5.4.2007 at 9:00 am

11037366.2 Mortgage to Westpac New Zealand Limited - 28.2.2018 at 2:23 pm

11680779.1 Variation of Mortgage 11037366.2 - 2.3.2020 at 7:48 am



APPROVED ROAD SHOWN IS LEGAL  
 THE COMMON SEAL OF THE CITY OF  
 MANUKAU IS AFFIXED HEREON IN  
 WITNESS WHEREOF THE COMMON SEAL  
 OF THE CITY OF MANUKAU IS AFFIXED  
 HEREON IN THE PRESENCE OF:

*Director*  
 DIRECTOR  
 DISTRICT

IN ACCORDANCE WITH A RESOLUTION OF THE  
 MANUKAU CITY COUNCIL PASSED ON THE  
 27th DAY OF MAY 1986 APPROVING  
 PURSUANT TO SECTION 385 OF THE LOCAL  
 GOVERNMENT ACT 1974 THIS SURVEY PLAN IS IN  
 ACCORDANCE WITH THE REQUIREMENTS AND  
 PROVISIONS OF THE OPERATIVE DISTRICT  
 PLANNING SCHEME FOR THE AREA TO WHICH THE SURVEY  
 PLAN RELATES. THE COMMON COUNCIL HAS  
 AFFIXED HERETO IN THE PRESENCE OF:

*Mayor*  
 MAYOR  
 CITY  
 MANAGER

NEW DIST ISSUED  
 LOT 1- 63C/1431  
 LOT 2- 63C/1432

Total Area 12.8102 ha  
 Comprised in C.T. 55C/1329 (1442)

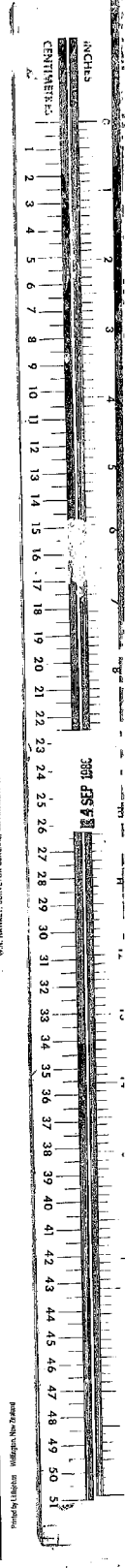
ROBERT STANES, ROYCE OF MANUKAU...  
 Registered Surveyor and holder of an annual practicing certificate for who  
 may act as a registered surveyor pursuant to the provisions of section 392  
 of the Surveyors Act 1959 hereby certify that this plan has been prepared  
 in accordance with the provisions of the Survey Act 1959 and that the  
 survey was correct and has been made in accordance with the Survey  
 Regulations 1972.  
 Dated at Manukau this 21st day of May 1986  
*Robert Stanes*  
 ROYCE  
 1285  
 Registered Surveyor

Field Book...  
 Reference Plan...  
 Approved as to Survey  
 18.7.1986  
 Deposited this 19th day of August 1986

Approved as to Survey  
 18.7.1986  
 Deposited this 19th day of August 1986

DP 112997  
 DP 2385  
 DP 94470

LAND DISTRICT NORTH AUCKLAND  
 SURVEY BLK. & DIST. XI OTAHUHU & XI WAIROA  
 NZMS 261 SH1  
 RECORD MAP No  
 TERRITORIAL AUTHORITY MANUKAU CITY  
 Surveyed by ROME MCINNIS & READ  
 Scale 1:2500  
 Date MAY 1986  
 LOTS 1 & 2 BEING SUBDIVISION OF LOT  
 2 DP 101038





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA99D/307  
**Land Registration District** North Auckland  
**Date Issued** 20 March 1995

**Prior References**  
NA55C/1328

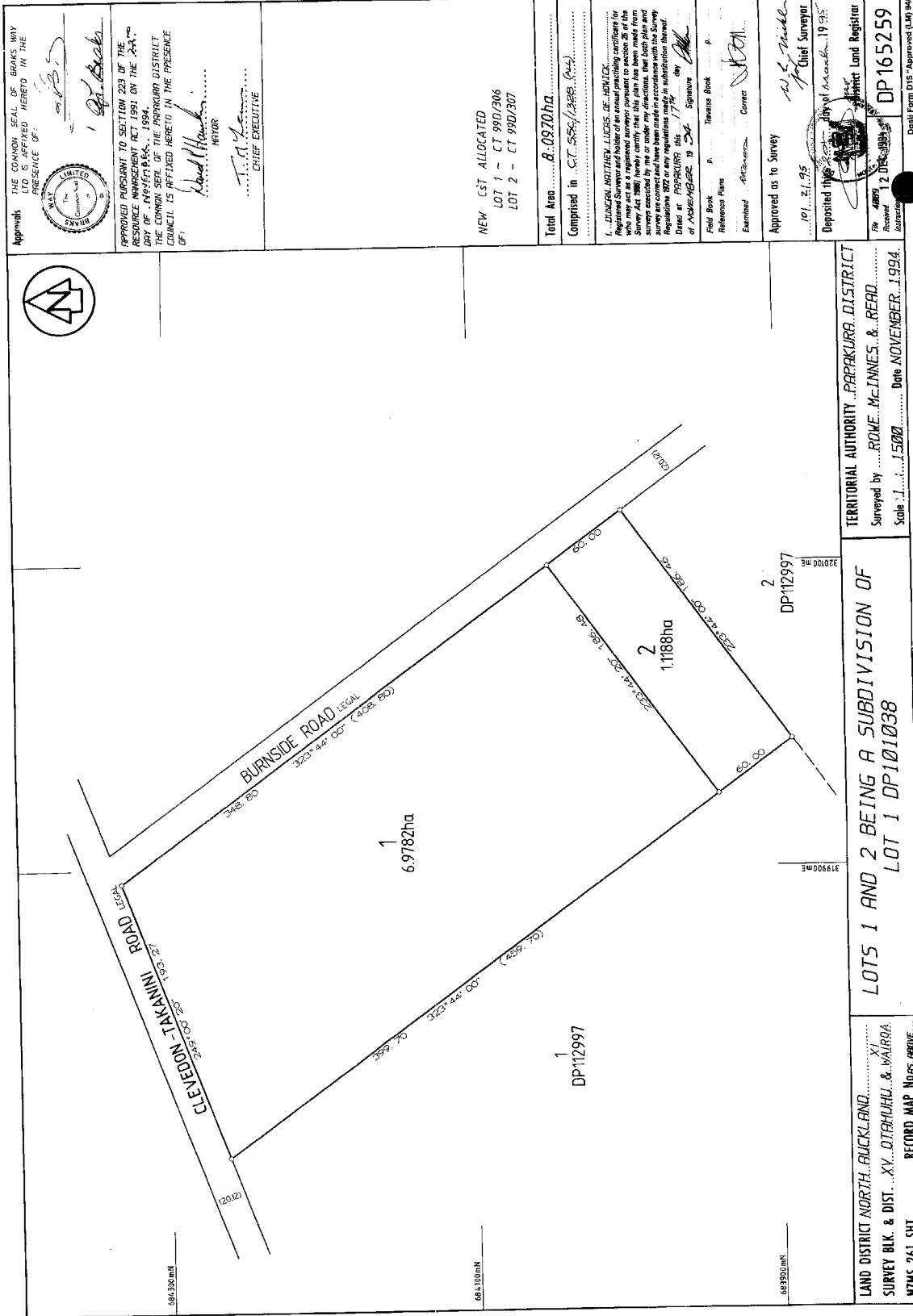
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**Estate** Fee Simple  
**Area** 1.1188 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 165259  
**Registered Owners**  
Royal Roses Limited

---

**Interests**

D489903.2 Mortgage to Chun-Chen Hsin and Shu-Ching Lu - 22.3.2000 at 2.39 pm  
D527458.1 Certificate under Section 36 (2) Building Act 1991 - 27.7.2000 at 3.17 pm  
Subject to a right to convey water over part marked B on DP 372463 created by Easement Instrument 7310126.1 - 5.4.2007 at 9:00 am  
Appurtenant hereto is a right to convey water created by Easement Instrument 7310126.1 - 5.4.2007 at 9:00 am



APPROVED PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE PART OF THE COMMISSIONER OF LAND REVENUE, THE PAPAKURU DISTRICT COUNCIL IS AFFIXED HERETO IN THE PRESENCE OF:

*[Signature]*  
MAYOR

*[Signature]*  
CHIEF EXECUTIVE

NEW CST ALLOCATED  
LOT 1 - CT 99D/306  
LOT 2 - CT 99D/307

Total Area ..... 8.0970ha  
Comprised in ..... CT 99D/306, 307

I, JUDITH MCKERROW, LICENSEE OF THE OFFICE OF THE SURVEYOR, HEREBY CERTIFY THAT THIS PLAN HAS BEEN MADE FROM SURVEYS CONDUCTED BY ME OR UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE SURVEY REGULATIONS 1972 OR ANY REGULATIONS MADE IN SUBSTITUTION THEREOF.

Dated at PAPAKURU this 17th day of NOVEMBER 1994

Field Book .....  
References Plans .....  
Examined .....  
Approved as to Survey .....  
Deposited this 19th day of March 1995

Chief Surveyor  
Territorial Land Registrar

DP165259

LAND DISTRICT NORTH-BUCKLAND, DISTRICT OF WAIROA  
SURVEY BLK. & DIST. XV. OIAHURU & WAIROA  
RECORD MAP No. 261 SH1

TERRITORIAL AUTHORITY - PAPAKURU DISTRICT  
Surveyed by ..... ROWE, McINNES & READ  
Scale 1:1500 Date NOVEMBER 1994

DP112997  
DP112997  
DP165259

1 6.9782ha  
2 1.1188ha

319900m  
320100m

684100m  
683900m

684300m

W.A. ROBERTSON, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA103A/936  
**Land Registration District** North Auckland  
**Date Issued** 13 May 1996

**Prior References**  
NA499/152

---

**Estate** Fee Simple  
**Area** 13.6208 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 169281  
**Registered Owners**  
Chamkaur Singh Dhillon and Harpreetpal Kaur Dhillon

---

**Interests**

Fencing Agreement in Transfer 235002

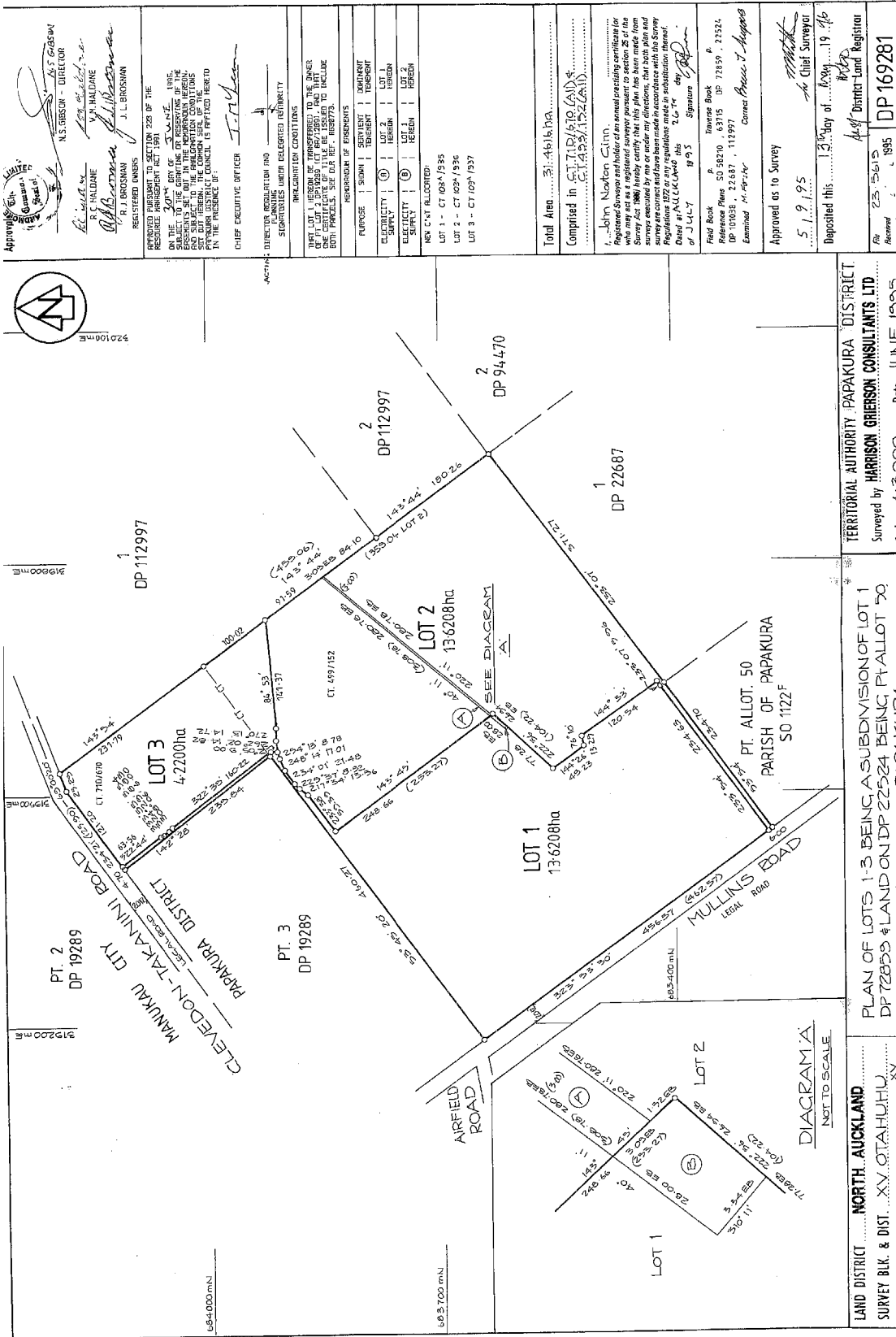
C993996.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.5.1996 at 11.42 am

Appurtenant hereto is an electricity supply right specified in Easement Certificate C993996.7 - 13.5.1996 at 11.42 am

Subject to an electricity supply right over part marked A on DP 169281 specified in Easement Certificate C993996.7 - 13.5.1996 at 11.42 am

The easements specified in Easement Certificate C993996.7 are subject to Section 243 (a) Resource Management Act 1991

12233480.2 Mortgage to Westpac New Zealand Limited - 23.9.2021 at 2:13 pm



Approved by  
 N.S. GIBSON - DIRECTOR  
 R.C. HALDANE  
 R.J. BRISMAN  
 REGISTERED SURVEYORS

ON THE 30<sup>TH</sup> DAY OF JUNE 1995  
 IN THE PRESENCE OF  
 R.C. HALDANE  
 R.J. BRISMAN  
 REGISTERED SURVEYORS

CHIEF EXECUTIVE OFFICER

DIRECTOR OF REGISTRATION AND  
 SIGNATURES UNDER DELEGATED AUTHORITY

INFLUENCE OF THE  
 TERRITORY OF THE  
 TERRITORY OF THE

REMARKS OF PREVIOUS  
 SURVEYS

NEW C.M.T. ALLOCATED:  
 LOT 1 - CT 084/935  
 LOT 2 - CT 084/936  
 LOT 3 - CT 091/937

Total Area: 31.4616 ha  
 Comprised in CT 718/519 (A) &  
 CT 423/132 (A1)

Registered Surveyor and holder of an annual practicing certificate for  
 the year ending 31.12.1995

John Norton Sinn  
 Registered Surveyor  
 Signature: [Signature]  
 Date: 19.06.1995

Field Book  
 Reference: SO 8270, 63715 DP 72859, 21524  
 DP 101938, 22687, 11997  
 Examined: [Signature]  
 Correct: Bruce J. Agard

Approved as to Survey  
 5.1.1995  
 Deposited this 19.06.1995  
 Chief Surveyor

Received  
 23.5.1995  
 DP 169281  
 Director Land Registrar

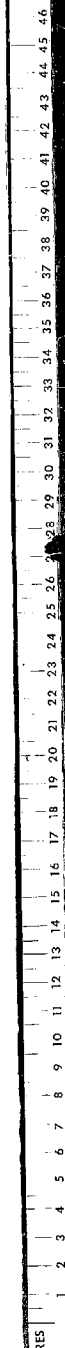
TERITORIAL AUTHORITY - PAPA KURA DISTRICT  
 Surveyed by HARRISON GRIERSON CONSULTANTS LTD  
 Scale 1:3,000 Date JUNE 1995

PLAN OF LOTS 1-3 BEING A SUBDIVISION OF LOT 1  
 DP 72859 & LAND ON DP 22524 BEING PT ALLOT 50  
 PARISH OF PAPA KURA

LAND DISTRICT NORTH AUCKLAND  
 SURVEY BLK. & DIST. XX OTAHUHU  
 NZMS 261 SHT  
 RECORD MAP No OTAHUHU

DIAGRAM A  
 NOT TO SCALE

30 MAY 1995





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA122B/151  
**Land Registration District** North Auckland  
**Date Issued** 09 July 1999

**Prior References**  
NA52C/886

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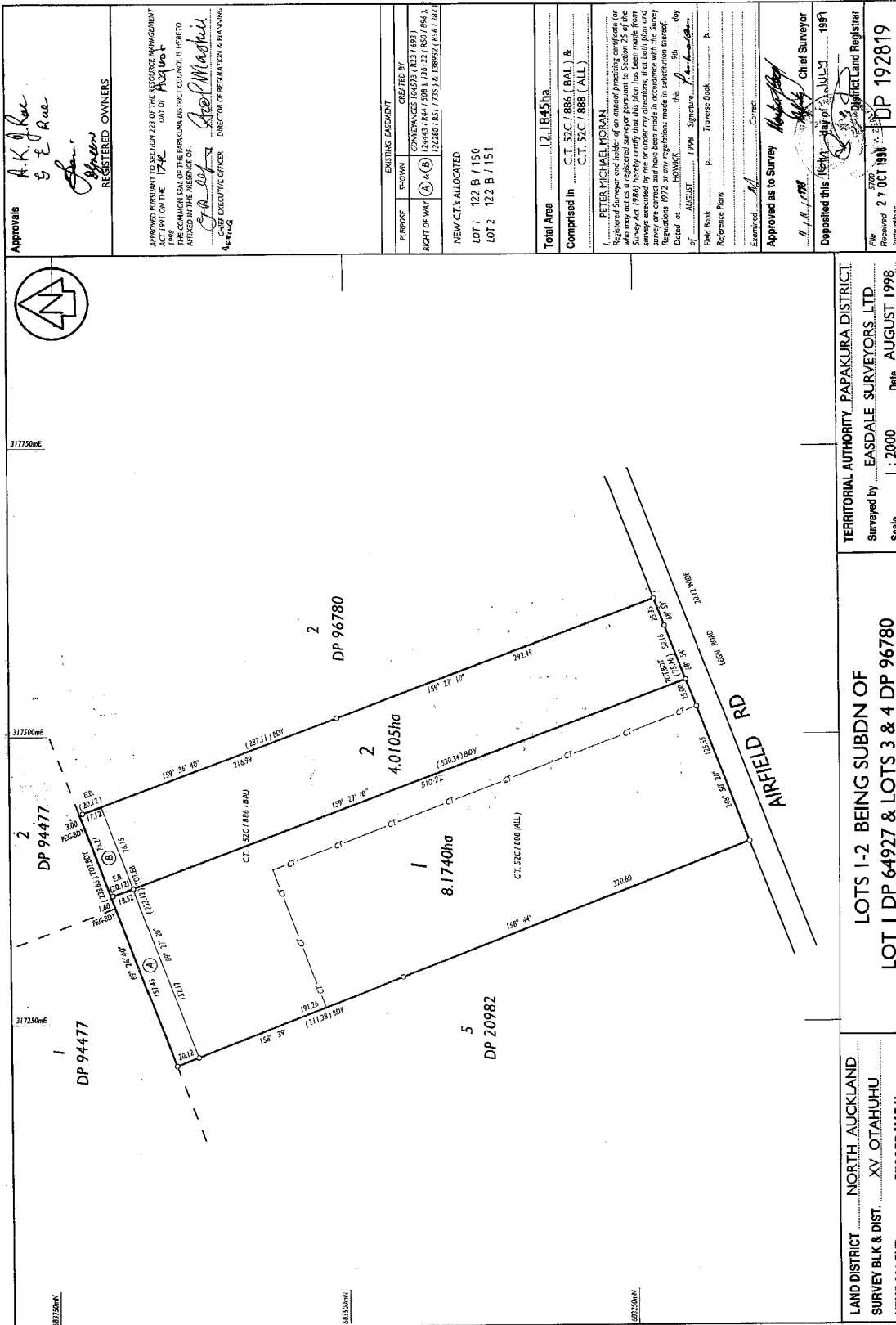
**Estate** Fee Simple  
**Area** 4.0105 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 192819

**Registered Owners**  
Mangumangupita Limited

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**Interests**

Subject to a right of way over part marked B on DP 192819 created by Conveyance 136122 (R50/896)  
Subject to a right of way over part marked B on DP 192819 created by Conveyance 138932 (R56/282)  
Subject to a right of way over part marked B on DP 192819 created by Conveyance 104573 (R23/693)  
Subject to a right of way over part marked B on DP 192819 created by Conveyance 136280 (R51/735)  
Subject to a right of way over part marked B on DP 192819 created by Conveyance 124443 (R44/508)



**Approvals**  
 A.K. Rae  
 S.E. Rae  
 J. Green  
 REGISTERED OWNERS

APPROVED PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE 17th DAY OF JULY 1998  
 IN THE COMMON SEAL OF THE PAKURANG DISTRICT COUNCIL IS HEREBY AFFIXED IN THE PRESENCE OF:  
 C.A. Lee  
 EXECUTIVE OFFICER  
 P. Mastell  
 DIRECTOR OF REGULATION & PLANNING

EXISTING EASEMENT	
PURPOSE	CREATED BY
SHOWN	CONVEYANCES 104533 (R23/693)
RIGHT OF WAY	124443 (R44/1508), 126122 (R50/896),
	132280 (R51/773), & 188932 (R54/782)

NEW C.T.'S ALLOCATED  
 LOT 1 122 B / 150  
 LOT 2 122 B / 151

**Total Area** 12.1845ha  
**Comprised In** C.T. 52C / 886 (BAL) & C.T. 52C / 888 (ALL)

PETER MICHAEL MORAN  
 Registered Surveyor and holder of an annual practicing certificate for the year 1998  
 This plan has been made from a traverse of the ground and from surveys executed by me or under my direction, 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 PAKURANG this 17th day of JULY 1998  
 P.M. Signature: Peter Moran  
 Field Book: Traverse Book  
 Reference Pins: Correct  
 Examined: Correct  
 Approved as to Survey: Correct  
 11.11.1998 Chief Surveyor

Deposited this 17th day of JULY 1998  
 District Land Registrar  
 File No. 27 OCT 1998  
 DP 192819

LAND DISTRICT NORTH AUCKLAND  
 SURVEY BLK & DIST. XV OTAHUHU  
 NZMS 261 SH1 RECORD MAP No.

TERRITORIAL AUTHORITY PAKURANG DISTRICT  
 Surveyed by EASDALE SURVEYORS LTD  
 Scale 1:2000 Date AUGUST 1998

LOTS 1-2 BEING SUBDN OF  
 LOT 1 DP 64927 & LOTS 3 & 4 DP 96780

20 JUL 1998

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** 46923  
**Land Registration District** North Auckland  
**Date Issued** 13 September 2002

**Prior References**  
NA80B/824

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**Estate** Fee Simple  
**Area** 9.8550 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 311910

**Registered Owners**

Christine Margaret Simpson as to a 1/2 share  
James Franklin Simpson and Carys Maria Simpson as to a 1/2 share as Executors

---

**Interests**

Subject to water supply rights over part marked H, I & J on DP 311910 created by Transfer B230399.1  
Appurtenant hereto is a water supply right created by Transfer B230399.1 (affects part)  
5344764.7 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 13.9.2002 at 2:27 pm  
Appurtenant hereto is a right to drain storm water created by Transfer 5497910.1 - 24.2.2003 at 9:00 am  
The easements created by Transfer 5497910.1 are subject to Section 243 (a) Resource Management Act 1991

**Approvals**  
 I HEREBY CERTIFY THAT THIS PLAN WAS APPROVED IN ACCORDANCE WITH THE RESOURCE MANAGEMENT ACT 1991 ON THE 22nd DAY OF AUGUST 2002 BY THE AUTHORIZED OFFICER  
 [Signature] AUTHORIZED OFFICER

EXISTING EASEMENTS	
PURPOSE	SHOWN
WATER SUPPLY	(A), (B), (D), (E), (F), (G), (H)

Areas marked (A) through (H) to be subject to Land Comments

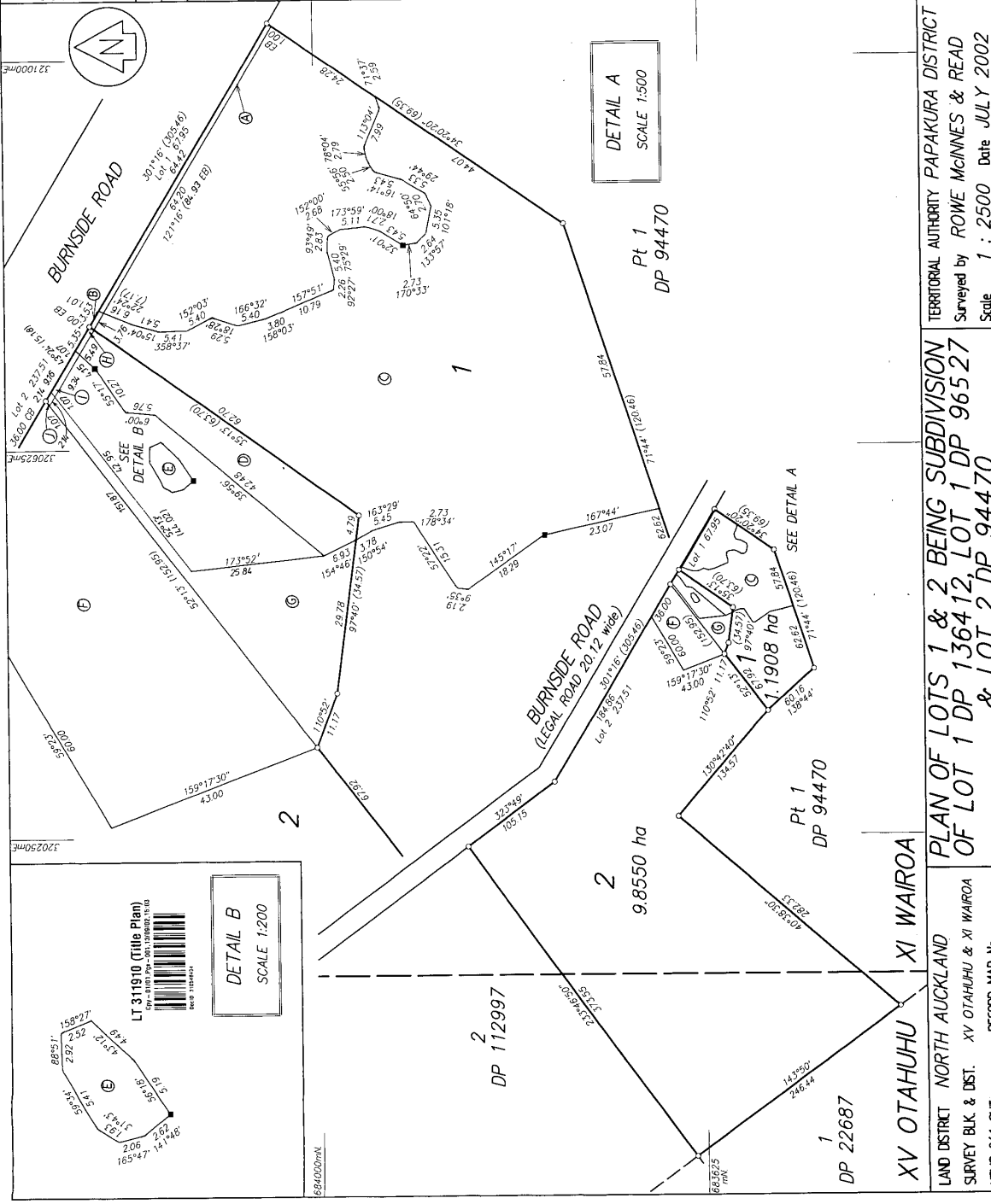
MEMORANDUM OF EASEMENTS			
PURPOSE	SHOWN	BOUNDARY TENEMENT	LOT
RIGHT TO DRAIN STORMWATER	(G) & (H)	HERLON	LOT 1 HERLON

**NEW CST ALLOCATED**  
 LOT 1: CT 46922  
 LOT 2: CT 46923

**CLASS OF SURVEY : II**

**Total Area 11,0458 ha**  
 Comprised in CT 602/824 (ALL)

1. METAL PILES being driven parallel to pasture as a Lessor Coastal Surveyor, certify that the surveys to which the allotment notes are attached, and were made in accordance with the Survey Act 2002 and the Surveyor General's Public Coast Survey 2002/1.  
 2. This allotment is accurate and has been created in accordance with the Act and these regulations.  
 Dated at Papakura, this 6th day of September 2002  
 [Signature] Surveyor General  
 Fide Book p. [ ]  
 Reference Plans [ ]  
 Easement [ ]  
 Approved as to Survey [Signature] Chief Surveyor  
 22/10/2002  
 Deposited this 27th day of Sept 2002  
 [Stamp] Surveyor-General of Land  
 DP311910



**XV OTAHUHU XI WAIROA**

LAND DISTRICT NORTH AUCKLAND  
 SURVEY BLK & DST. XV OTAHUHU & XI WAIROA  
 NZMS 261 SH1 RECORD MAP No.

**PLAN OF LOTS 1 & 2 BEING SUBDIVISION OF LOT 1 DP 136412, LOT 1 DP 96527 & LOT 2 DP 94470**

Surveyed by ROWE McINNES & READ  
 Scale 1 : 2500 Date JULY 2002

TERRITORIAL AUTHORITY PAPAOKURA DISTRICT



**DATED** 11 SEP 2002 2002

**BETWEEN** **WARREN FRANKLIN SIMPSON**  
**COVENANTOR**

**A N D** **THE PAKURA DISTRICT**  
**COUNCIL**  
**THE COUNCIL**

---

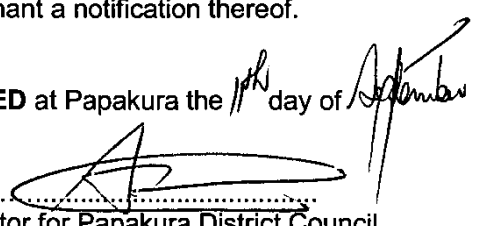
**DEED OF COVENANT FOR  
CONSERVATION OF NATIVE BUSH  
UNDER SECTION 77 OF THE  
RESERVES ACT 1977**

---

**To:** The District Land Registrar  
North Auckland Registry  
Auckland

**THE PAKURA DISTRICT COUNCIL DOTH  
HEREBY REQUEST** you to enter into the  
appropriate folium of the Register relating to the  
land that is subject to the burden of the within  
covenant a notification thereof.

**DATED** at Papakura the 11<sup>th</sup> day of September 2002

  
.....  
Solicitor for Papakura District Council

**RICE CRAIG  
SOLICITORS  
PAPAKURA**

**IN THE MATTER** of the Resource Management Act 1991  
**A N D**  
**IN THE MATTER** of the Reserves Act 1977  
**A N D**  
**IN THE MATTER** of the Land in Certificate of Title No. 46923 (North Auckland Registry) situated at Burnside Road, Ardmore  
**A N D**  
**IN THE MATTER** of provision for the management of that land to achieve the purposes of conservation  
**BETWEEN** **THE PAPA KURA DISTRICT COUNCIL**  
**TERRITORIAL AUTHORITY**  
**A N D** **WARREN FRANKLIN SIMPSON**  
**COVENANTOR**

**CONSERVATION COVENANTS**

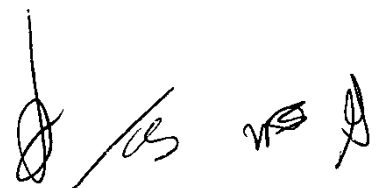
**WHEREAS WARREN FRANKLIN SIMPSON** of Papakura, Solicitor (hereinafter called "the Covenantor") is registered as proprietor of an estate of freehold in fee simple in all that parcel of land containing 9.8550 hectares more or less being Lot 2 Deposited Plan 311910 being part of Allotment 61 Parish of Papakura and being the whole of the land comprised and described in Certificate of Title No. 46923 (North Auckland Registry) Subject to Section 308(4) and (5) of the Local Government Act 1974 and together with and subject to Water Supply Easements created by Transfer B 230399.1 and to Consent Notice under Section 221 of the Resource Management Act 1991.

**AND WHEREAS** the said land is situated within the District of Papakura and is subject to the territorial authority of **THE PAPA KURA DISTRICT COUNCIL**

**AND WHEREAS THE PAPA KURA DISTRICT COUNCIL** has consented to the sub-division of the parcel of land whereof the said Lot 2 forms part subject to the condition that the stands of native bush thereon be the subject of a Conservation Covenant with the Council and be protected under the provisions of the Reserves Act 1977 and that the said stands of native bush be protected with stock-proof fences

**AND WHEREAS** the Covenantor to comply with the foregoing condition has agreed to grant a Conservation Covenant to the Council for the management of the land to achieve the purposes of conservation and in particular :


- (a) To protect the said stands of native bush



- (b) To foster the natural regeneration of indigenous vegetation by natural means
- (c) To protect and enhance the scenic landscape values of the land
- (d) To protect wildlife and its habitats, and
- (e) To protect the water and soil quality of the land.

**NOW THEREFORE** the Covenantor for himself and for his heirs successors and assigns **DOETH HEREBY COVENANT WITH AND FOR** the benefit of **THE PAPAURA DISTRICT COUNCIL** and its successors as follows:

- (a) Not to cut, trim, top, fell, maim nor injure any tree or plant growing within the covenant areas marked "D" and "E" on Deposited Plan 311910 (hereinafter called "the covenant areas") except as hereinafter provided.
- (b) So far as may be reasonably possible and in accordance with any national or regional pest management strategy under the Bio-Security Act 1993 to eradicate within the covenant areas all plant pests within the meaning of the Bio-Security Act 1993 and to eradicate in particular Wild Ginger, Woolly Nightshade, Tree Privet, Chinese Privet, Climbing Asparagus, Moth Plant, Japanese Honeysuckle, Himalayan Honeysuckle, Barberry, Gorse and Ragwort and any other trees or plants which may be agreed upon by the Covenantor and the Council as being undesirable trees or plants.
- (c) To initiate and maintain a weed monitoring programme including as a minimum a walk-through and hand removal on an annual basis of any shrub or climber weeds which attempt to establish themselves in the covenant areas.
- (d) Not to cause nor to permit nor knowingly to suffer any domestic livestock or feral animals to be within or to graze within the covenant areas and so far as may be reasonably possible to eradicate cats, rats, possums and other vermin and animal pests within the covenant areas and to keep the covenant areas free of infestation by cats, rats, possums and other vermin and animal pests.
- (e) At all times hereafter to erect, retain and maintain in good stock proof condition fences along the entire boundaries of the covenant areas, those fences to be of two rails at the top and three wires at the bottom, or of not less than seven wires, and the fence otherwise to be as described in clause 7 of the second schedule to the Fencing Act 1978.
- (f) Not to cause nor to permit nor knowingly to suffer to be lit any fire within the covenant areas.
- (g) Not to cause nor to permit nor knowingly to suffer rubbish or refuse or articles of any description or kind, decaying vegetation, tree branches, tree trunks, substances of any description or kind whatsoever earth sand rock shingle bark or similar materials to be deposited in any way or to allow any such deposited matter to remain upon the covenant areas excepting the natural dead or decaying materials from the native bush on the covenant areas or any part or parts thereof and in the event that any such articles or materials shall have been deposited to remove the same as directed by the Council or its officers.

Handwritten signatures and initials in black ink, located in the bottom right corner of the page. There are three distinct marks: a large stylized signature, a set of initials, and another signature.

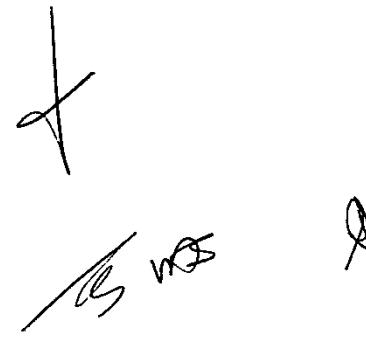
- (h) Not to cause nor to permit nor knowingly to suffer to be lit any fire on any adjacent land owned or occupied by the Covenantor or under his control when there may be any risk of fire spreading into the covenant areas.
- (i) To preserve the natural landscape within the covenant areas and not to cut down, nor to damage nor to destroy any of that natural landscape nor to permit damage thereto or destruction thereof.
- (j) To exclude the general public from the covenant areas.
- (k) Not to grant any easement or concession in respect of the covenant areas without the prior approval of the Council.
- (l) To permit **THE COUNCIL** and its officers at any reasonable time to enter upon the covenant areas or upon any adjacent or nearby parcels of land in which the Covenantor has any interest so as to ascertain whether these covenants are being complied with.
- (m) To pay the costs and disbursements of and incidental to this Deed of Covenant and the registration hereof and at the request of the Council or its solicitor or any officer or agent of the Council at the cost of the Covenantor to execute such further Deeds or Instruments and/or do such things as reasonably may be required to give proper effect to the intent of the Council that the said stands of native bush be protected in perpetuity.

**SUBJECT TO** the terms and restrictions of the Covenants above set out, Sections 93 to 105 of the Act as far as they are applicable and with the necessary modifications shall apply to the land in all respects as if it were a reserve.

The above covenants shall be enforceable only against the owners and occupiers for the time being of the respective parcels comprising the said lands and not otherwise against the Covenantor and his successors in title.

The Covenantor shall not be personally liable in damages for any breach of covenant in respect of any of the respective parcels of land which shall have taken place after he shall have parted with all interest in the land.

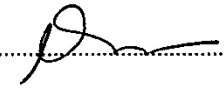
When there is more than one registered proprietor of the land each and every such registered proprietor shall be bound by these covenants jointly and severally.

Handwritten signatures and initials in black ink, including a large stylized signature, the initials 'MS', and a small circular mark.

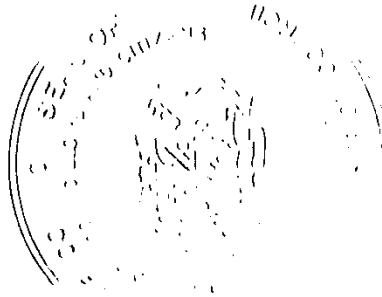
DATED this 11<sup>th</sup> day of September 2002.

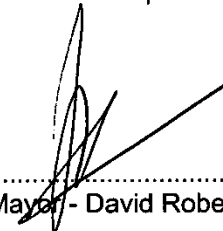
SIGNED by the abovenamed  
**WARREN FRANKLIN SIMPSON**  
in the presence of



.....  
Witness signature   
.....  
Full name C.M. Simpson  
.....  
Occupation Law Clerk  
.....  
Address Papakura

THE COMMON SEAL of )  
THE PAPA KURA DISTRICT )  
COUNCIL was hereunto )  
affixed in the presence of: )



  
.....  
Mayor - David Robert Buist

  
.....  
Chief Executive Officer  
Theresa Stratton



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **64463**  
**Land Registration District** **North Auckland**  
**Date Issued** 06 March 2003

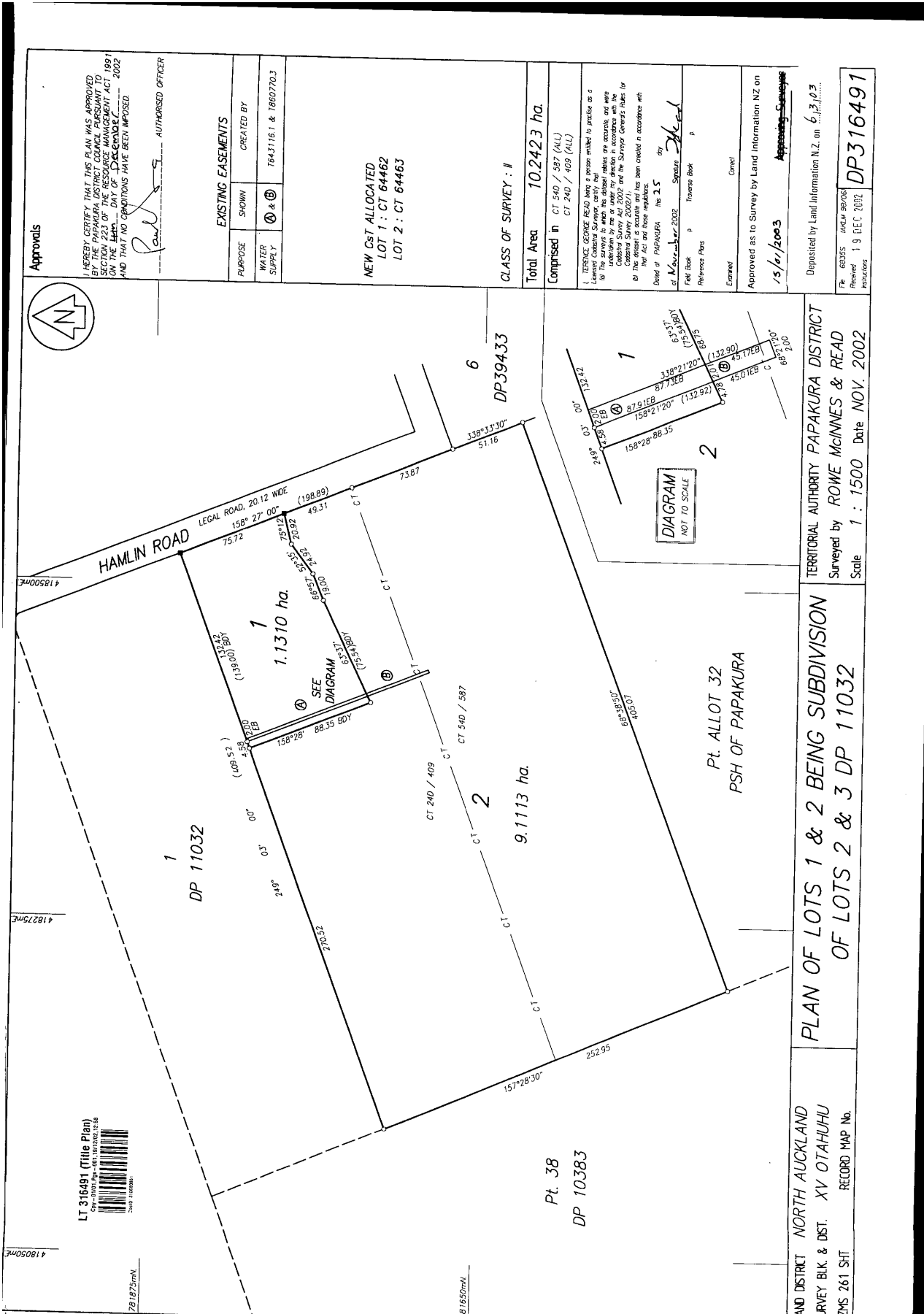
**Prior References**  
NA24D/409 NA54D/587

---

**Estate** Fee Simple  
**Area** 9.1113 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 316491  
**Registered Owners**  
Si Hao Li, Hong Ling and LK Trustee (No 93) Limited

---

**Interests**  
Subject to a water supply right over part marked B on DP 316491  
7811749.3 Mortgage to Westpac New Zealand Limited - 12.5.2008 at 10:29 am



**Approvals**

I HEREBY CERTIFY THAT THE PLAN WAS APPROVED BY THE PAPAKURA DISTRICT COUNCIL IN ACCORDANCE WITH SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE 19th DAY OF DECEMBER 2002 AND THAT NO CONDITIONS HAVE BEEN IMPOSED.

*[Signature]* AUTHORIZED OFFICER

EXISTING EASEMENTS	
PURPOSE	SHOWN
WATER SUPPLY	ⓐ & ⓑ
	764J1161 & 1860270J3

**NEW Cst ALLOCATED**  
 LOT 1 : CT 64462  
 LOT 2 : CT 64463

**CLASS OF SURVEY : II**

**Total Area 10.2423 ha.**  
 Comprised in CT 540 / 587 (ALL) CT 240 / 409 (ALL)

I HEREBY CERTIFY THAT I AM A PERSON ENTITLED TO PRACTISE AS A LICENSED SURVEYOR IN NEW ZEALAND AND THAT THE STRAITS AND ANGLES SHOWN ON THIS PLAN ARE ACCURATE AND WERE OBTAINED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE SURVEY ACT 2002 AND THE SURVEYORS GENERALS REGULATIONS 2002.

ⓐ The stratum is accurate and has been created in accordance with the Act and these regulations.

Dated at PAPAKURA, the 15 day of November 2002. *[Signature]*

Field Book Reference Plans Entered

Approved as to Survey by Land Information NZ on 15/01/2003 *[Signature]*

Deposited by Land Information NZ on 6/3/03

File 60355 IACLM 39/064  
 Received 19 DEC 2002  
 Referrals

**DP316491**

TERRITORIAL AUTHORITY PAPAOKURA DISTRICT  
 Surveyed by ROWE McINNES & READ  
 Scale 1 : 1500 Date NOV. 2002

PLAN OF LOTS 1 & 2 BEING SUBDIVISION OF LOTS 2 & 3 DP 11032

AND DISTRICT NORTH AUCKLAND  
 SURVEY BLK. & DIST. XV OTAHUHU  
 ZMS 261 SH1 RECORD MAP No.





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** 571996  
**Land Registration District** North Auckland  
**Date Issued** 23 March 2012

**Prior References**

NA119B/678 NA119B/679

---

**Estate** Fee Simple  
**Area** 17.0300 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 450259

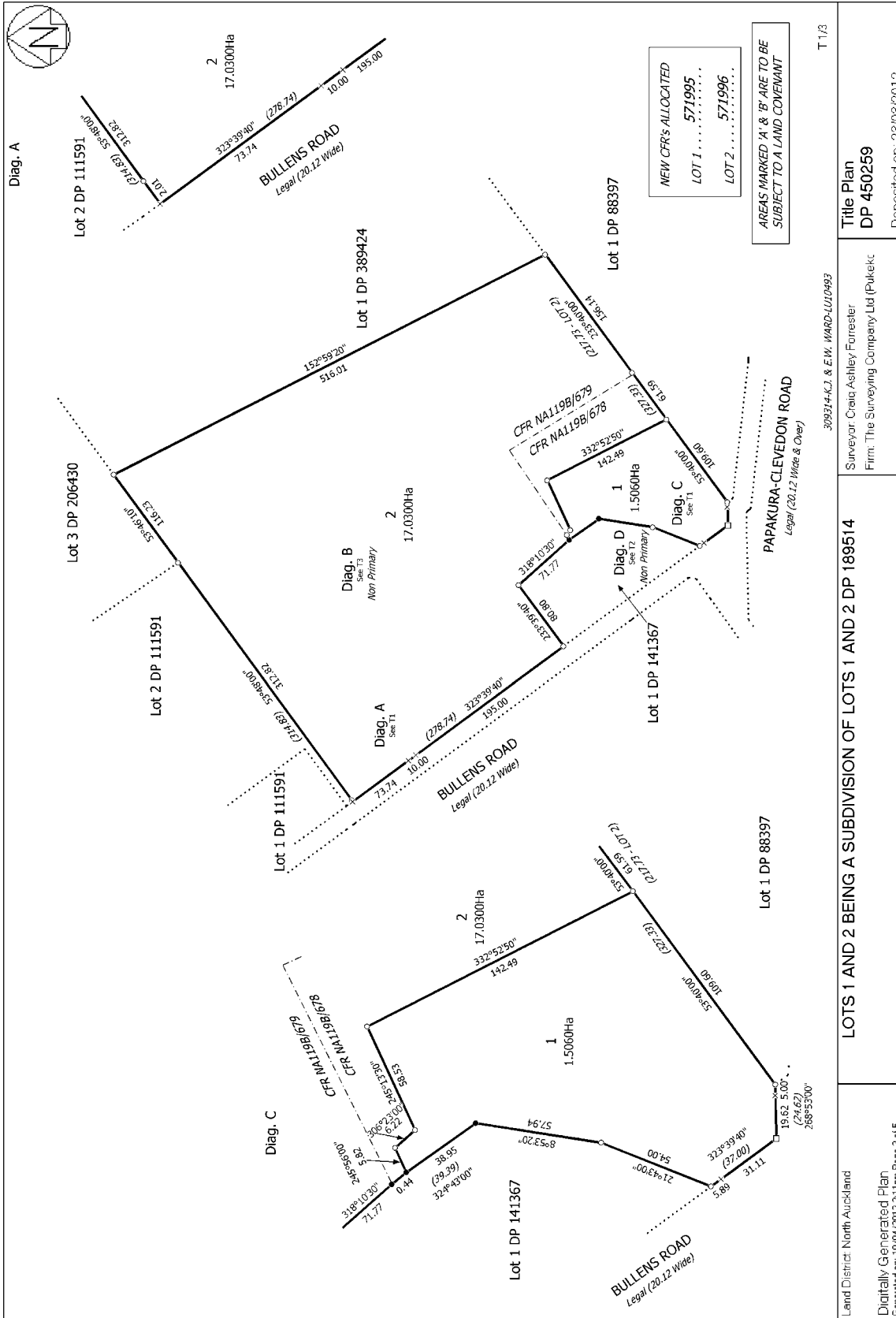
**Registered Owners**

Kevin John Ward and Joy Elizabeth Ward

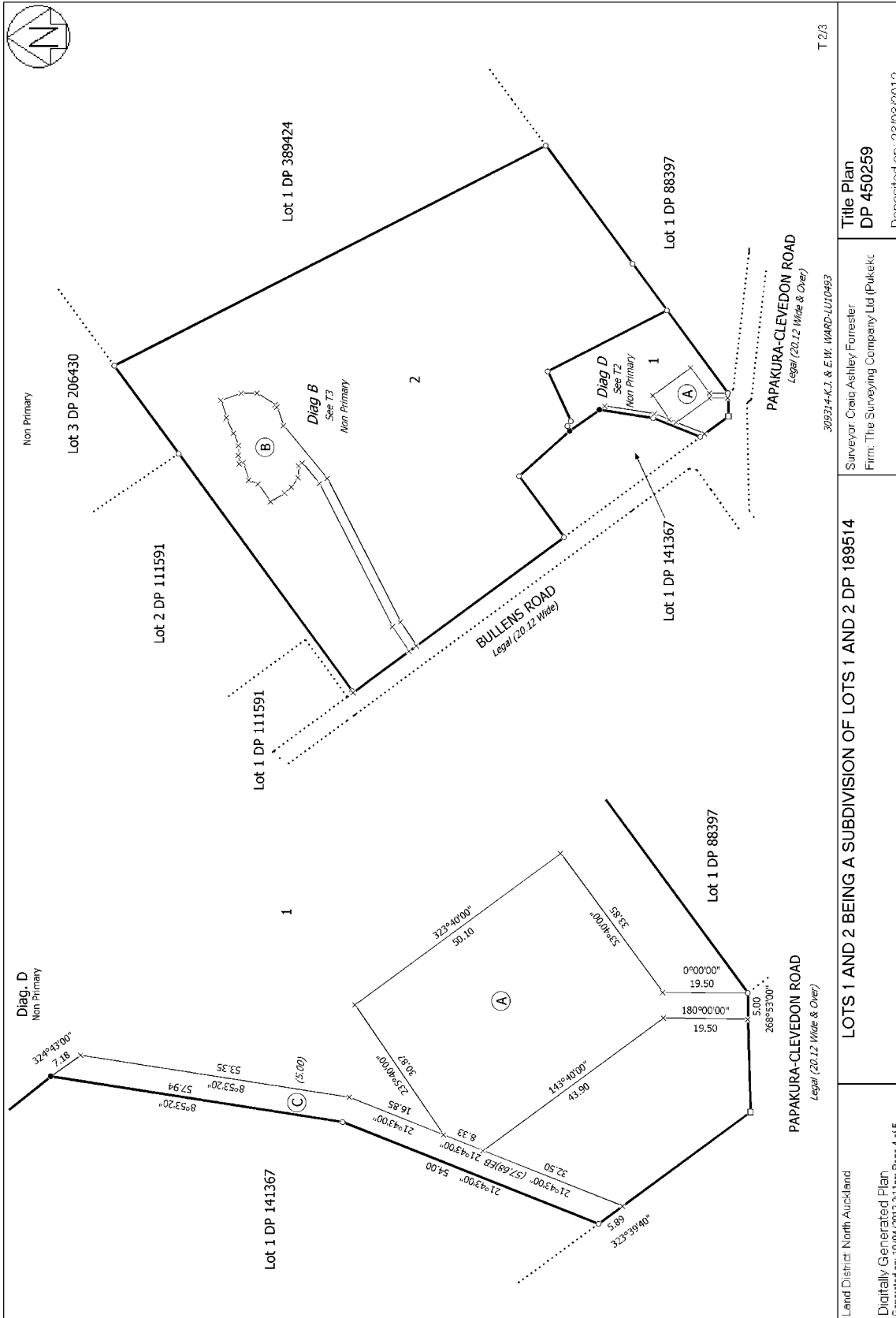
---

**Interests**

D287889.3 Consent Notice pursuant to Section 221 (1) Resource Management Act 1991 - 1.7.1998 at 12:06 pm  
D359464.1 Certificate that a building consent has been issued in respect of a building on the land that is described in Section 36(2) Building Act 1991 - 18.2.1999 at 2:00 pm (affects part formerly Lot 2 DP 189514)  
8991757.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 23.3.2012 at 8:44 am  
8991757.7 Mortgage to ANZ National Bank Limited - 23.3.2012 at 8:44 am



Land District: North Auckland Digitally Generated Plan Generated on: 10/04/2012 2:11 pm, Page 3 of 5	LOTS 1 AND 2 BEING A SUBDIVISION OF LOTS 1 AND 2 DP 189514	Title Plan DP 450259 Deposited on: 23/03/2012
Surveyor: Craig Ashley Forrester Firm: The Surveying Company Ltd (Pukek)		T.1/3







# View Instrument Details

**Instrument No** 8991757.6  
**Status** Registered  
**Date & Time Lodged** 23 March 2012 08:44  
**Lodged By** Palmer, Stephen Samuel  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



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**Affected Computer Registers**    **Land District**  
571996                                      North Auckland

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**Annexure Schedule:** Contains 1 Page.

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## Signature

Signed by Stephen Samuel Palmer as Territorial Authority Representative on 15/03/2012 06:40 PM

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

IN THE MATTER OF

Section 221 of the Resource  
Management Act 1991

BETWEEN

John Elizabeth Ward & Kevin  
John Ward

Registered Proprietors

AND

The Auckland Council

The Council

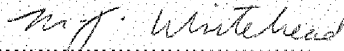
CONSENT NOTICE UNDER SECTION 221 OF THE  
RESOURCE MANAGEMENT ACT 1991

In the Matter of Lot 2 on Deposited Plan 450259

The Auckland Council having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following condition being registered against the Certificate of Title of Lot 2 and complied with as follows:

***The residential curtilage area for Lot 2 is restricted to the area marked "B" on the plan having an area of no more than 8500 m<sup>2</sup> including the accessway. Any residential and ancillary buildings, garages, paved tennis courts and swimming pools must be confined to the residential curtilage area shown.***

Dated at Papakura this ...<sup>th</sup>..... day of March 2012



.....  
Marian Whitehead, Team Leader Resource Consent Papakura  
Authorised Officer



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **647738**  
**Land Registration District** **North Auckland**  
**Date Issued** 03 March 2015

**Prior References**

NA21A/286      NA62D/573

---

**Estate** Fee Simple  
**Area** 11.2028 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 473510

**Registered Owners**

Leonard Evan Lipscombe as to a 1/2 share  
Margaret Ann Lipscombe as to a 1/2 share

---

**Interests**

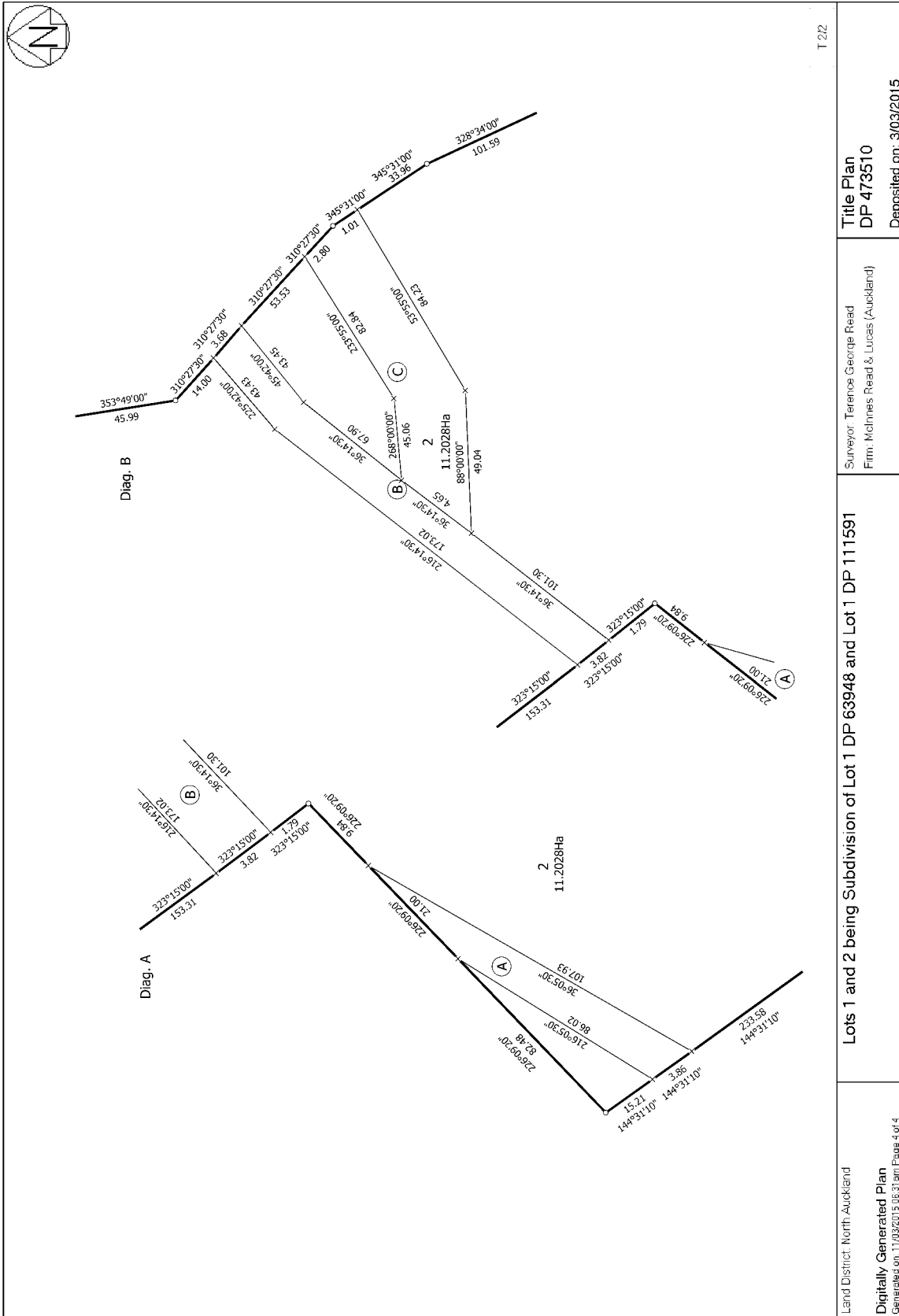
Subject to a electricity transmission right over part marked A, B on DP 473510 created by Outstanding Deed 419495 (R603/706) - 31.7.1944 at 10:20 am

Subject to an electricity transmission right (in gross) over part marked C on DP 473510 in favour of the Auckland Electric Power Board created by Transfer 571450 - 28.3.1956 at 10:55 am

Appurtenant to the part formerly Lot 1 DP 111591 is a right of way specified in Easement Certificate B678840.1 - 6.11.1990 at 2.31 pm

Appurtenant hereto is a right convey water created by Easement Instrument 9964949.6 - 3.3.2015 at 1:23 pm  
9964949.8 Mortgage to Bank of New Zealand - 3.3.2015 at 1:23 pm







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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **877536**  
**Land Registration District** **North Auckland**  
**Date Issued** 31 July 2020

**Prior References**  
NA47C/724

---

**Estate** Fee Simple  
**Area** 39.3676 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 533681

**Registered Owners**  
Patricia Catherine Green and John Patrick Green

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**Interests**

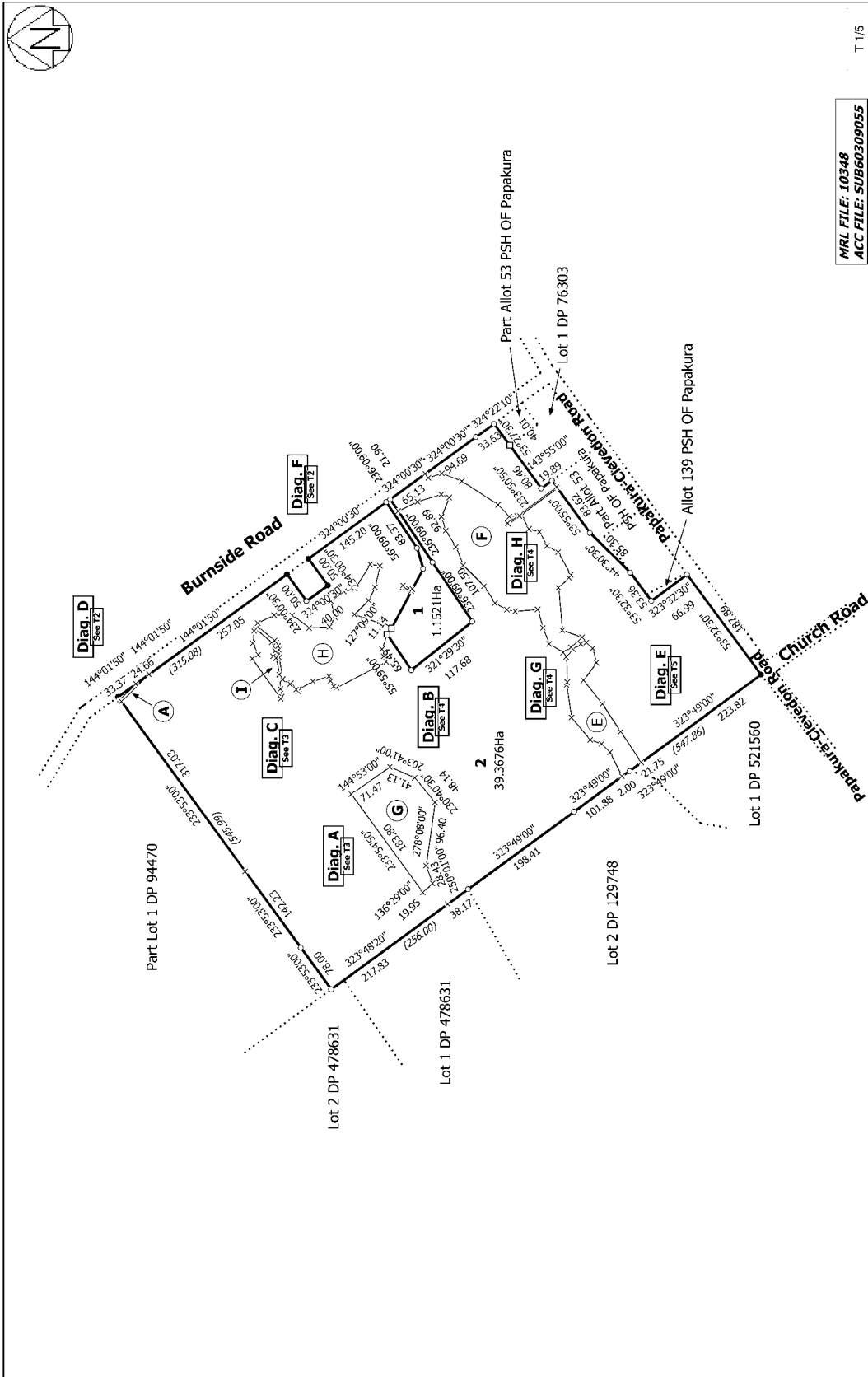
Subject to an electricity right (in gross) over part marked A on DP 533681 in favour of the Auckland Electric Power Board created by Transfer 604880 - 5.6.1958 at 10:24 am

Subject to a drainage right (in gross) over part marked B and C on DP 533681 in favour of Her Majesty the Queen created by Gazette Notice 175718.1 - 13.2.1975 at 11:02 am

Subject to a right to drain stormwater over part marked D on DP 533681 created by Easement Instrument 11743868.2 - 31.7.2020 at 4:21 pm

The easements created by Easement Instrument 11743868.2 are subject to Section 243 (a) Resource Management Act 1991 11743868.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 31.7.2020 at 4:21 pm

13279527.1 Mortgage to Westpac New Zealand Limited - 28.5.2025 at 2:48 pm



MRL FILE: 10348  
ACC FILE: SUB60309055

T 1/5

<p>Land District: North Auckland Digitally Generated Plan Generated on: 21/08/2020 08:28am Page 3 of 7</p>	<p>PLAN OF LOTS 1 and 2 BEING SUBDIVISION OF PART ALLOTMENT 53 PARISH OF PAKAPURA</p>	<p>Surveyor: Terence George Read Firm: McInnes Read &amp; Lucas (Auckland)</p>	<p>Title Plan LT 533681 Approved on: 21/08/2020</p>
--	---	--	---

# View Instrument Details



**Instrument No** 11743868.3  
**Status** Registered  
**Date & Time Lodged** 31 July 2020 16:21  
**Lodged By** Van Velthooven, Ben Andrew Hendrik  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



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<b>Affected Records of Title</b>	<b>Land District</b>
877535	North Auckland
877536	North Auckland

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**Annexure Schedule** Contains 2 Pages.

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## Signature

Signed by Benjamin Clarke Langdon as Territorial Authority Representative on 29/07/2020 12:30 PM

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

**In the matter** of the Resource Management  
Act 1991 (The Act)  
**and**  
**in the matter** of a subdivision of land in the  
North Auckland Land  
Registration District shown on  
DP 533681

## CONSENT NOTICE

(Pursuant to Section 221 of the Act)

I hereby certify that THE AUCKLAND COUNCIL granted its consent SUB60309055 (CCT90083849) to the subdivision of Part Allotment 53 Parish of Papakura shown on DP 533681 subject to conditions, including the requirement of the owners of Lots 1 and 2 DP 533681 to comply with the following conditions on a continuing basis at no cost to the Council.

### **Condition 13 – Geotechnical – Lot 1 DP 533681**

Any future residential building (including any ancillary structures) constructed on Lot 1 DP 533681 outside of the proposed building platform shown in the geotechnical investigation report and wastewater system design by Riley Consultants ref: 170074-B dated 18 May 2017 shall require further geotechnical report.

### **Condition 14 – Stormwater and Wastewater – Lots 1 and 2 DP 533681**

- a. The deep-bore soakage systems or any other stormwater system shall be constructed and maintained at all times, to the satisfaction of the Council and at no cost to the Council.
- b. The wastewater systems for Lots 1 and 2 DP 533681 shall be maintained at all times, to the satisfaction of the Council and at no cost to the Council.

### **Condition 19 – Protection and Maintenance of Bush Areas – Lot 2 DP 533681**

- a. The covenant areas identified as Bush Areas E, F, G, H and I on Lot 2 DP 533681 shall be protected and maintained by the owner(s) of Lot 2 DP 533681 in perpetuity in accordance with Condition 20 of SUB60309055. Accordingly, the covenant areas shall be continually fenced and kept free from livestock, invasive weeds and animal pests on a continuing basis. At no time shall the owner(s) of Lot 2 DP 533681 permit cutting, trimming, felling or otherwise injuring any tree located within the covenanted areas.

- b. The owner(s) of Lot 2 DP 533681 shall report to the Council to the satisfaction of the Council's Ecologist annually throughout the five years maintenance plan and replacement planting period utilising the 'annual monitoring field sheet' for Native Planting provided by AB Ecology Ltd.

**Condition 20 – Protection of Bush Area – Lot 2 DP 533681**

The protected bush areas shown as E, F, G, H and I on Lot 2 DP 533681 shall be:

- a. Permanently fenced with a stock proof-fence (Minimum seven wire post and batten fence with no gates) to prevent the access of stock into the protected areas; as per the fencing locations approved in the proposed scheme plan for Subdivision of 621 Papakura Clevedon Road, Ardmore (Refer to SUB60309055).
- b. Kept free of livestock, invasive weeds and pest animal in accordance with the reports titled 'Bush Ecological Significance report for Subdivision of 621 Papakura Clevedon Road, Ardmore' and 'Enhancement Planting Programme for the Bush Areas and Riparian Strip for Subdivision of 621 Papakura Clevedon Road, Ardmore' both authored by AB Ecology Ltd, October 2017.
- c. Kept free of livestock, invasive weeds and pest animal in accordance with the approved ecological management plan; Enhancement Planting Programme for the Bush Areas and Riparian Strip for Subdivision at 621 Papakura Clevedon Road, Ardmore, by AB Ecology Ltd, October 2017.
- d. Maintained in perpetuity and replacement planting shall be undertaken in accordance with the approved ecological management plan: Enhancement Planting Programme for the Bush Areas and Riparian Strip for Subdivision at 621 Papakura Clevedon Road, Ardmore, by AB Ecology Ltd, October 2017.
- e. Protected in perpetuity.

Dated at Manukau this 22<sup>nd</sup> day of July 2020.

Authenticated by the Council pursuant to  
Section 221(2) of the Resource Management Act 1991



---

Mohammed Ali (Senior Subdivision Advisor)  
**Authorised officer under delegated authority**



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA4B/240**  
**Land Registration District** **North Auckland**  
**Date Issued** 10 August 1964

**Prior References**  
NA767/208

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**Estate** Fee Simple  
**Area** 4.1564 hectares more or less  
**Legal Description** Lot 3 Deposited Plan 53384

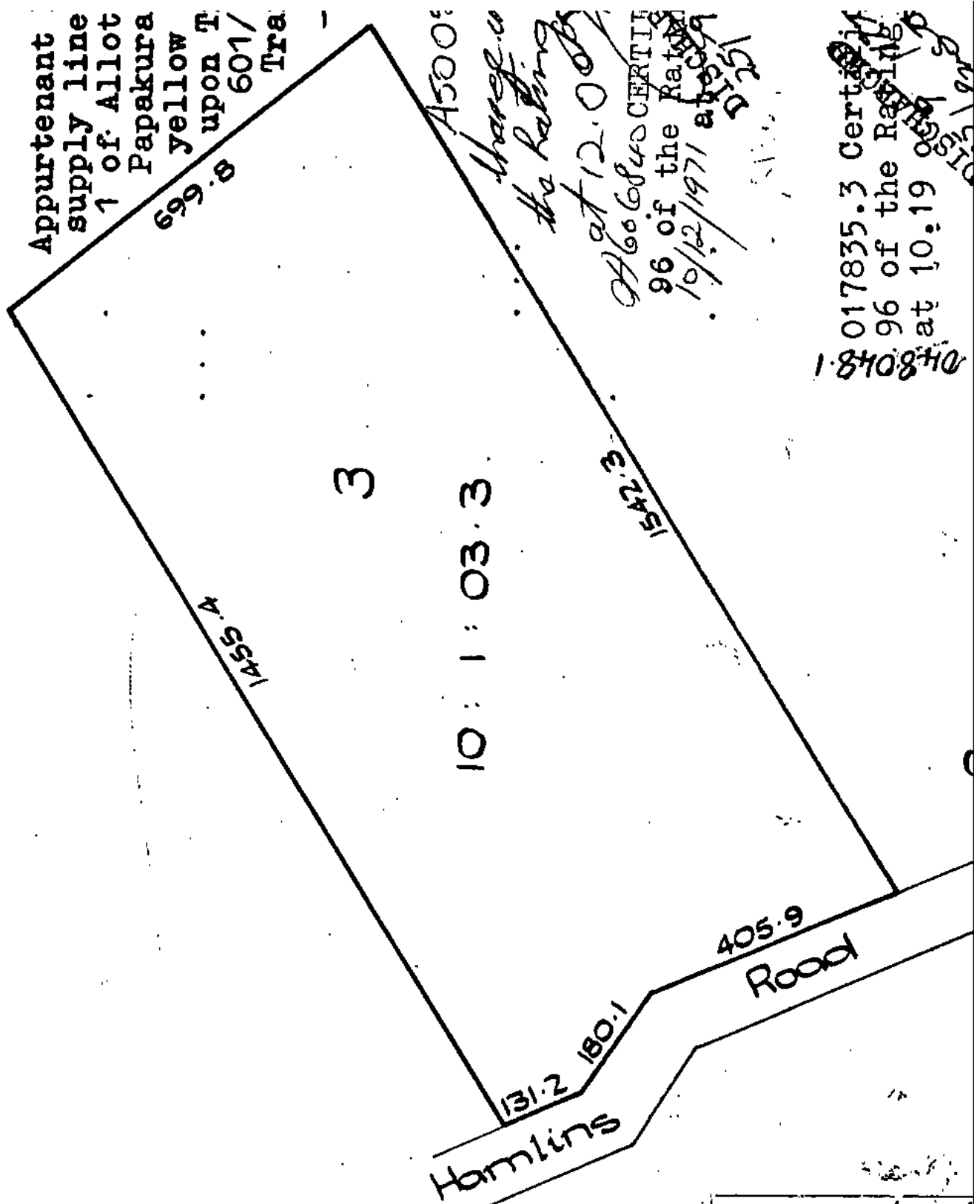
**Registered Owners**  
Housing New Zealand Limited

---

**Interests**

Appurtenant hereto is a water supply line right created by Transfer A90033

XV Otamutu S.D.





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA103A/937  
**Land Registration District** North Auckland  
**Date Issued** 13 May 1996

**Prior References**

NA499/152 NA71D/670

---

**Estate** Fee Simple  
**Area** 4.2200 hectares more or less  
**Legal Description** Lot 3 Deposited Plan 169281  
**Registered Owners**  
Sikka Trustee Limited

**Interests**

Fencing Agreement in Transfer 235002  
8272827.1 Encumbrance to Papakura District Council - 24.11.2009 at 9:15 am  
13303837.2 Mortgage to Bank of New Zealand - 24.10.2025 at 3:06 pm





# View Instrument Details

**Instrument No** 8272827.1  
**Status** Registered  
**Date & Time Lodged** 24 November 2009 09:15  
**Lodged By** Burns, Flora Baird  
**Instrument Type** Encumbrance



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**Affected Computer Registers**    **Land District**  
NA103A/937                            North Auckland

---

**Annexure Schedule:** Contains 26 Pages.

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## 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 Gordon Stuart Mackay as Encumbrancer Representative on 23/11/2009 11:38 AM

---

## 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 Gordon Stuart Mackay as Encumbrancee Representative on 23/11/2009 11:38 AM

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

**Form E**

**Encumbrance instrument**

(Section 101 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
NA103A/937	All	

**Encumbrancer**

**Robert Clouston HALDANE and Valerie May HALDANE**

**Encumbrancee**

**PAPAKURA DISTRICT COUNCIL**

**Estate or interest to be encumbered**

*Insert e.g. Fee simple; Leasehold in Lease No. etc.*

**Fee simple**

**Encumbrance Memorandum Number**

**Not applicable**

**Nature of security**

*State whether sum of money, annuity or rentcharge and amount*

**Ten Dollars (\$10.00) per annum and such other sums of money as are payable by the Encumbrancer to the Encumbrancee pursuant to this Encumbrance Instrument**

**Encumbrance**

*Delete words in [], as appropriate*

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the [above Encumbrance Memorandum] [Annexure Schedule(s)] and so as to incorporate in this Encumbrance the terms and other provisions set out in the [above Encumbrance Memorandum] [and] [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

**Form E** *continued*

**Terms**

1 Length of term	999 years
2 Payment date(s)	Ten (10) working days after written demand is made by the Encumbrancee to the Encumbrancer
3 Rate(s) of interest	Nil
4 Event(s) in which the sum, annuity or rentcharge becomes payable	Written demand for payment being made by the Encumbrancee to the Encumbrancer
5 <del>Event(s) in which the sum, annuity or rentcharge ceases to be payable</del>	

**Covenants and conditions**

*Continue in Annexure Schedule(s), if required*

**As attached**

**Modification of statutory provisions**

*Continue in Annexure Schedule(s), if required*

Sections 154 and 156 of the Land Transfer Act 1952, Sections 301, 302, 23(2) and 185 of the Property Law Act 2007 and Section 4 of the Contracts (Privity) Act 1982 shall apply to this Encumbrance Instrument but otherwise (and without prejudice to the Encumbrancer's rights of action at common law as a rent-chargee) the Encumbrancer shall not be entitled to any of the powers and remedies given to encumbrancers by the Land Transfer Act 1952 and the Encumbrancee and its successors and assigns shall not be entitled to any of the powers and remedies given to mortgagees under the Land Transfer Act 1952 or the Property Law Act 2007.



Form L

Annexure Schedule

Page 3 of 5 Pages

*Insert instrument type*

Encumbrance

*Continue in additional Annexure Schedule, if required***Covenants and Conditions (continued)****Background**

- A. The Encumbrancer is registered as proprietor of an estate in fee simple in the Land referred to in Schedule 1.
- B. The Encumbrancer, Papakura District Council together with its successors and assigns, is the territorial authority in whose district the Land is situated.
- C. The Encumbrancer has requested that the Encumbrancee approve a land use consent to use part of an existing accessory building as a second household unit and to construct a habitable building within a possible flood hazard area on the Land ("dwellings").
- D. The Encumbrancee has agreed to consent to retrospective land use consent on the condition that the Encumbrancer enters into this Encumbrance.
- E. The Encumbrancer has agreed to encumber the Land and enter into and register this Encumbrance against the Land to secure compliance with the covenants in this Encumbrance Instrument.

**Encumbrance**

- 1 In accordance with the stormwater management recommendations in the email from Churchill Timms Limited dated 17 November 2008, survey plan in relation to flood level prepared by Churchill Timms Limited and Papakura District Council's stormwater report dated August 1992 (all attached as Schedule 2) that the overland flow path on the Land is at all times kept clear of trees, vegetation, earth mounding and any other obstruction that would otherwise restrict the passage of surface flow.
- 2 That the dwellings located on the Land shall remain in common ownership and shall not be held in such a way (by way of a lease or any other means) that would enable the dwellings on the Land to be disposed of independent of the other dwelling.
- 3 The Encumbrancer jointly and severally encumbers the Land for the benefit of the Encumbrancee and its successors and assigns for a term of 999 years commencing on the date of this Encumbrance Instrument with an annual rent charge of \$10 plus GST (if any) per annum to be paid in arrears on the first date of March in each year (if demanded).
- 4 Despite anything contained in clause 3 of this instrument, for so long as the Encumbrancer fully complies with the obligations imposed upon it by the Encumbrancee under this instrument, then the rentcharge reserved by this Encumbrance Instrument shall be deemed paid.

Form L

Annexure Schedule

Page 4 of 5 Pages

*Insert instrument type*

**Encumbrance**

*Continue in additional Annexure Schedule, if required*

**Covenants and Conditions (continued)**

- 5 The Encumbrancer jointly and severally covenants for itself and its successors and assigns with the Encumbrancee and its successors and assigns to comply with and shall procure that all occupiers of the Land comply with the covenants in this Encumbrance.
- 6 Sections 203, 204 and 205 of the Property Law Act 2007 apply to this Encumbrance Instrument, but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rentchargee) the following applies:
  - 6.1 The Encumbrancee shall be entitled to none of the powers and remedies given to an encumbrancee by the Land Transfer Act 1952 and the Property Law Act 2007 including the powers of sale given to a mortgagee; and
  - 6.2 No covenants on the part of the Encumbrancer and its successors and assigns are implied in this Encumbrance Instrument other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.
- 7 Despite sections 203, 204 and 205 of the Property Law Act 2007, the liability of the Encumbrancer is limited to obligations and liabilities accruing in the period during which the Encumbrancer is the registered proprietor of the Land and ceases (except for any obligation or liability which has arisen during that period) on the date of registration of the transfer of the Land by that Encumbrancer to a subsequent registered proprietor.
- 8 This Encumbrance Instrument shall rank as a first charge in respect of the Land and the Encumbrancer shall enter into a deed of priority with any existing chargeholder or mortgagee to reflect this priority.
- 9 The Encumbrancer shall pay the Encumbrancee's legal costs and disbursements directly or indirectly attributable to the enforcement or attempted enforcement of the covenants contained in this Encumbrance Instrument.
- 10 The Encumbrancer will do all acts necessary to enable the Encumbrancee to register this Encumbrance Instrument, including obtaining all mortgagee or chargeholder consents. Following registration, the Encumbrancee will send to the Encumbrancer the relevant computer freehold registers confirming registration.
- 11 The parties agree that the intent of this Encumbrance Instrument is to secure the ongoing performance by the Encumbrancer of the covenants contained in this Encumbrance Instrument. Despite the rentcharge, this Encumbrance Instrument will bind the registered proprietor of the Land for the term of 999 years and is not to be discharged on payment of the rent charge specified in clause 3.

Form L

Annexure Schedule

Page 5 of 5 Pages

Insert instrument type

Encumbrance

Continue in additional Annexure Schedule, if required

**Covenants and Conditions (continued)**

**General**

1. The Encumbrancer will pay all legal costs attributable to the preparation, registration, enforcement and discharge of this Encumbrance.
2. This Encumbrance Instrument shall be binding on all transferees, tenants, lessees, mortgagees, chargeholders and their respective successors and title assigns of any estate or interest in the Land.
3. The Encumbrancer acknowledges that this Encumbrance Instrument has been granted for valuable consideration received for the grant of this Encumbrance Instrument.
4. The Encumbrancer and the Encumbrancee agree to always act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement encumbrance) and covenants whenever reasonably required by the Encumbrancee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give full force and effect to the intentions and understandings of the Encumbrancer and Encumbrancee.

**Schedule 1**

Lot	DP	Certificate of Title
3	169281	NA103A/937 (North Auckland Registry)

**Schedule 2**

- Email from Churchill Timms Limited dated 17 November 2008
- Survey Plan prepared by Churchill Timms Limited in relation to the flood level
- Papakura District Council's flood report dated August 1992

## SCHEDULE 2

**Jian Chen**

**From:** Admin1 - Churchill Timms Ltd [Admin1@churchilltimms.co.nz]  
**Sent:** Monday, 17 November 2008 12:44 p.m.  
**To:** Mark Towers  
**Subject:** Haldane - 45 Clevedon-Takanini Road  
**Attachments:** Calculation sheet.pdf

I detail the following:

- I have completed field inspections of the 450 & 900mm culverts under the Takanini-Clevedon Road. I confirm that these culverts have not been upgraded and consequently the road would be over-topped in a 1% AEP storm event. Overtopping of the road at these culverts would not adversely affect the subject site as the road levels are approximately 28.00m & 22.00m respectively and significantly below the existing floor level of 31.56m.

- Burnside Road: Clevedon-Takanini Road at the Burnside Road intersection provides an unrestricted path for overland flow ( $Q=6-7m^3/sec$ ) as collecting in the catchment above: Refer your e-mail dated 12 November.

Utilising Mannings formula:

$$Q = V.A$$

Where V = velocity &

A = cross-section area

$$V = 1/n (S^{1/2} \cdot R)$$

S = slope of path 0.14%

R = hydraulic radius / wetted perimeter

n = co-efficient = 0.02

$Q = 6.7\text{m}^3/\text{sec}$  at a depth of 0.20m above the road centreline over the 20.0m legal width of Clevedon-Takanini Road.

Centre-line level at Burnside Road = 30.43

Flow depth = 0.20

Flood RL = 30.63

Finished floor level = 31.56

Freeboard = 0.93m

In reality Burnside Road would not create a vertical barrier to the dispersal of overland flow. Any overland flow would disperse along Burnside Road between Clevedon-Takanini Road and the existing stream some 200m south-east of the road intersection.

- South-West of Dwelling to Mullens Road: The contributing catchment that would affect the subject dwelling is identified as 'Part Lot 3, DP 19289' at approximately 11.20ha.

As this property drains to the south-west and via the existing open drain, it is assumed that one third of this property would influence the subject site with overland flow.

$Q = c i a$

$c = 0.40$  (grass paddock)

$i = 0.40$  (1 in 100 year)

$a = 37,344\text{m}^2$  (1/3)

$Q = 600$  ltrs/sec approximated.

Assume this entire flow concentrates at the existing dwelling, where:

- dwelling width = 21.0m;
- flow depth = assume 0.15m;
- WP = 21.30
- cross-sectional area =  $3.15\text{m}^2$

- *slope: taken from centreline of Clevedon-Takanini Road to site: 0.16%*

Q calc = 1648 ltrs/sec which accommodates the 600 ltrs/sec calculated.

**Conclusion:**

We are of the opinion that the original contents of our report and response to the Section 92 request are valid and that the subject dwelling will not be affected by inundation in the event of a 1% AEP flood event and if our original recommendations are followed.

We await your confirmation as appropriate.

Regards,

Dave Timms

Director

Churchill Timms Ltd

P O Box 64246

Botany Downs

MANUKAU 2142

Ph: (09) 273 4182

Fax: (09) 273 4309

Email: [admin@churchilltimms.co.nz](mailto:admin@churchilltimms.co.nz)

Website: [www.churchilltimms.co.nz](http://www.churchilltimms.co.nz)



**FLOWPATH CALCULATION: WORST CASE: BURNSIDE ROAD**

0.20m above centreline. Flow quantity required: 6-7 cum/s

AVE SLOPE = 0.14 %  
 WETTED PERIMETER= 21 metres  
 CROSS SECTIONAL AREA= 6.99 square metres  
 ASSUME n= 0.020

USING MANNING'S FORMULA FOR UNIFORM FLOW:

Q = VA WHERE

V = VELOCITY AND A=CROSS SECTIONAL AREA

VELOCITY IS DETERMINED USING THE FORMULA:

$$V=1/n(S^{1/2} R )$$

S= SLOPE, R=HYDRAULIC RADIUS

(R=CROSS SECT AREA / WETTED PERIMETER)

HENCE:

VELOCITY = 0.90 m/sec

QUANTITY= 6281 l/sec

HENCE THE 100 YEAR OVERLAND FLOW EXCESS CAN BE  
 ACCOMMODATED.

**FLOWPATH CALCULATION: WORST CASE: SOUTH-WEST OF DWELLING**

Q required = 600 l/sec

AVE SLOPE = 0.14 %  
 WETTED PERIMETER= 21.3 metres  
 CROSS SECTIONAL AREA= 3.15 square metres  
 ASSUME n= 0.020

USING MANNING'S FORMULA FOR UNIFORM FLOW:

Q = VA WHERE

V = VELOCITY AND A=CROSS SECTIONAL AREA

VELOCITY IS DETERMINED USING THE FORMULA:

$$V=1/n(S^{1/2} R )$$

S= SLOPE, R=HYDRAULIC RADIUS

(R=CROSS SECT AREA / WETTED PERIMETER)

HENCE:

VELOCITY = 0.52 m/sec

QUANTITY= 1648 l/sec

HENCE THE 100 YEAR OVERLAND FLOW EXCESS CAN BE  
 ACCOMMODATED.



## SECTION 10

### UPPER TAITAIA STREAM CATCHMENT

#### CONTENTS

10.1	CATCHMENT DESCRIPTION	158
10.2	CATCHMENT ANALYSIS	163
10.3	STORMWATER MANAGEMENT RECOMMENDATIONS	169
10.4	SUMMARY	170
10.5	RECOMMENDATIONS	170

#### FIGURES

10-1	System Diagram	161
10-2	System Diagram, 100-year flows, existing and future development and existing drainage	164
10-3	System Diagram, 20-year flows, existing and future development and existing drainage	165
10-4	System Diagram, 5-year flows, existing and future development and existing drainage	166

#### DRAWINGS

10-1	CATCHMENT DRAINAGE PLAN
10-2	DRAINAGE CLASSIFICATION
10-3	STORMWATER MANAGEMENT RECOMMENDATIONS

## 10.1 CATCHMENT DESCRIPTION

### 10.1.1 Introduction

The Upper Taitaia Stream Catchment is located on Drawing 1-1 and shown in detail on Drawing 10-1. The Catchment is situated at the eastern side of the Papakura District, east of Ardmore Airfield. The Catchment drains from southwest to northeast discharging into the Taitaia Stream and then into the Wairoa River, which drains to the Firth of Thames.

The Catchment has a total area of approximately 16 square kilometres, 92% of which is in the Papakura District, while the other 8% lies in Manukau City. The Catchment is totally rural with a major portion being on steep ground.

### 10.1.2 Subcatchments and Existing Drainage

A catchment drainage plan for the Upper Taitaia Catchment is attached to this report as Drawing 10-1. For the purpose of this analysis the Catchment has been divided into nine subcatchments labelled A, B, D, F, H, J, L, N, P. A system diagram showing the relationship between the subcatchments is shown on Figure 10-1. The hydrological aspects of the subcatchments and the drainage system are described below.

#### To Petersons Road (Node 6), Subcatchment H

Subcatchment H comprises a very steep area draining to Petersons Bridge. The Ministry of Defence have a base off Petersons Road. The remainder of the area is rural, being predominantly used for farming.

The area is drained by a well defined channel capable of handling significant rainfall events. Petersons Road Bridge, at Node 6 at the downstream end of the Subcatchment is capable of passing extreme event flows. It was noted during field observations that the left hand bank is being undermined by the higher flows and this may become a hazard in future floods.

#### Ardmore Quarry Road to Papakura-Clevedon Road (Node 5), Subcatchment J

Subcatchment J comprises a steep area draining to a bridge on the Papakura-Clevedon Road known as the Creamery Bridge (Node 5). The area contains the Ministry of Defence's base which is accessible off Ardmore Quarry Road. There is a disused water storage dam approximately half the way up Ardmore Quarry Road. This dam belongs to the Ministry of Defence who have been advised by the Auckland Regional Council's Environment and Planning Division to take the dam out of service due to its state of disrepair. To comply with this the Ministry of Defence have opened the drain pipes at the base of the dam. In an extreme event inflow peaks will exceed the outflow capacity causing the flood waters to be held back and this will give some attenuation to the downstream flood flows. Due to the state of its embankment and spillway, the dam may be at risk of failure, .

857268

Papakura District Stormwater

August 1992

The main flow path through the Subcatchment is a well defined channel with adequate capacity for all likely rainfall events. Flows from Subcatchment H join with flows from Subcatchment J and these pass through Creamery Bridge which is a 3 metre high by 3.7 metre wide box culvert.

To Mullins Road (Node 4), Subcatchment F

Subcatchment F comprises a very flat area of land which falls to Mullins Road. The area is rural with farming being the predominant landuse.

The area is drained by the Mullins Road drain which has 300 mm diameter culverts parallel to the road at intervals along its length, and drains under Mullins Road via a 300 mm diameter culvert at Node 4.

Papakura-Clevedon Road (Node 5) to Burnsidess Road (Node 3), Subcatchment D

Subcatchment D comprises a relatively flat area which falls to the upper reaches of the Taitaia Stream. The main channel of the Stream flows from the southwest to the northeast through the area. The landuse in this catchment is rural.

The Stream in Subcatchment D drains Subcatchments H, J, F and D. At Burnsidess Road the flow passes through a 2.3 metre wide by 2.15 metre high box culvert. Auckland Regional Council water supply pipelines run perpendicular to the box culverts immediately upstream and downstream of the bridge. These restrict the capacity of the structure.

The Taitaia Stream has formed a distinct floodplain between Node 5 and Node 3. In extreme storm events the low lying land adjacent to the channel will be inundated.

Burnsidess Road (Node 3) to Parish Line Road (Node 2), Subcatchment B

Subcatchment B comprises a relatively flat area which falls south to the Taitaia Stream. The area is zoned rural and landuse is predominantly pastoral farming.

Flow from the area passes through the Parish Line Road culvert which is a 3.8 m wide by 3.0 m high box culvert. The Taitaia Stream has formed a floodplain between Node 3 and Node 2 and in extreme events the channel will overtop and flood the land adjacent to the channel.

Parish Line Road (Node 2) to the Papakura-Clevedon Road (Node 1), Subcatchment A

Subcatchment A comprises a flat area of land which drains steeply southwards to the Upper Taitaia Stream. The area is predominantly used for farming and horticultural activities.

Subcatchments H, J, F, D and B drain through Subcatchment A before joining flows from subcatchment L and Node 7 upstream of the Papakura-Clevedon Road Bridge (Node 1). When the capacity of the channel is exceeded flow spreads onto floodplains on both sides of the channel. These floodplains currently have a pastoral landuse.

857268

Papakura District Stormwater

August 1992

Creightons Road to Papakura-Clevedon Road (Node 7), Subcatchment L

Subcatchment L drains steep land, which falls from south to north and includes a small portion of the Hunua Ranges. Landuse in the area is rural.

The main flow path through the Subcatchment is a well defined channel with capacity for all expected rainfall events. Flows discharge under the Papakura-Clevedon Road through a 3.2 metre diameter corrugated metal culvert at Node 7.

Mullins Road to Takanini-Clevedon Road (Node 8), Subcatchment N

Subcatchment N consists of an area of relatively flat land that drains to the north to a tributary of the Taitaia Stream. The subcatchment is therefore outside the area defined as the Upper Taitaia Catchment, but has been analysed as part of this study. The area is rural with the predominant landuses being farming and horticulture.

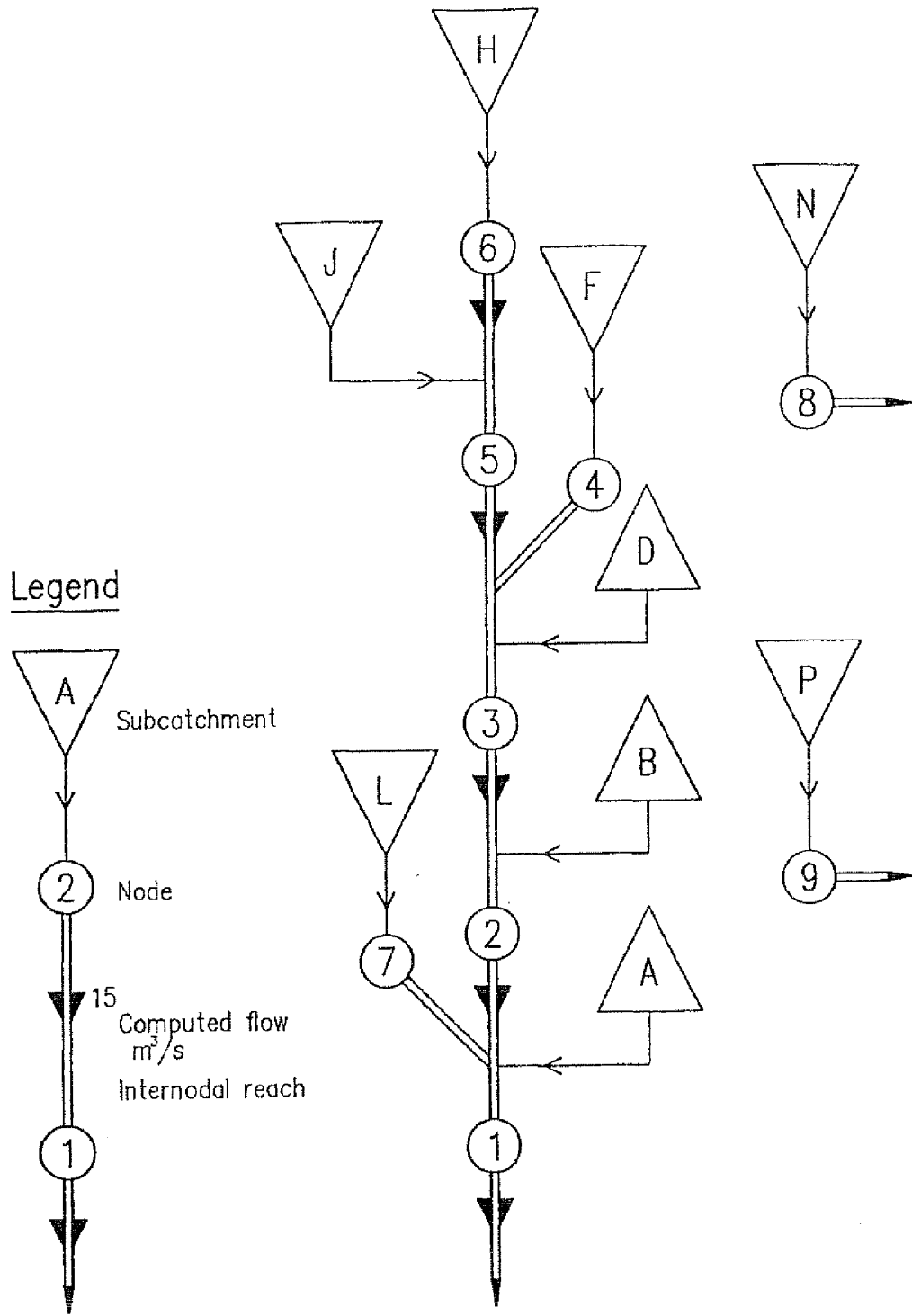
The subcatchment is drained by open channels which drain to 450 mm diameter and 900 mm diameter culverts under the Takanini-Clevedon Road. Flows in excess of the culvert capacities will overtop the Takanini-Clevedon Road as broad, shallow flows.

Takanini-Clevedon Road to Parish Line Road (Node 9), Subcatchment P

Subcatchment P consists of an area of relatively flat land that drains northwards to a tributary of the Taitaia Stream. The area is rural with the predominant landuse being farming and horticulture.

The area is drained by open channels which generally drain to an 800 mm diameter culvert under the Takanini-Clevedon Road. Flows in excess of the culvert will overtop the Takanini-Clevedon Road as broad, shallow flows. A smaller 300 mm diameter culvert diverts some of the flow under the road from the upper end of the subcatchment.





TAITAIA STREAM

Upper Taitaia Catchment  
System Diagram

Figure 10-1

### 10.1.3 Future Landuse

All land in the Catchment is zoned rural. The effects of future development under this zoning will be localised and will typically not affect the calculations of peak runoff in the main drainage systems. The flow calculations for the existing development are therefore also appropriate for the future development scenario.

### 10.1.4 Previous Flooding Problems

From discussion with local residents, Council staff and Council members it has been established that there has been frequent inundation of land and some interruption to traffic due to flooding in the past.

Creamery Bridge (Node 5), on the Papakura - Clevedon Road, has been overtopped in past flood events. In December 1988 the bridge was overtopped and a small portion of the Papakura-Clevedon Road was damaged by flood waters.

Burnsides Bridge (Node 3) was also overtopped in this 1988 storm and damage resulted to the twin box culvert. Replacement of the handrails on both sides of the Bridge was required. Parish Line Road Culvert (Node 2) has also been overtopped and the road made impassable in past flood events.

Natural flood plains are a feature of the area between Nodes 5 and 1. These areas are frequently flooded. The restricted capacity of the bridges on the roads which cross the floodplain adds to the frequency and extent of this flooding. However, these floodplain features have been formed by the process of flooding and they are therefore naturally floodprone.

The culvert in Subcatchment L, under Papakura-Clevedon Road near Creightons Road was increased in size approximately six years ago and it is reported that the road has not been overtopped since its replacement. There are wide flood plains in Subcatchment L with significant storage volume which will attenuate flood peaks in major events.



857268

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August 1992

## 10.2 CATCHMENT ANALYSIS

## 10.2.1 Subcatchment Time Parameters and Areas

Peak flows have been calculated at significant structures and node points on this drainage system. Flows have been calculated for 5, 20 and 100-year return periods using the Regional Flood Estimation Method.

Subcatchment	Area (ha)
A	127.3
B	107.6
D	139.8
F	33.2
H	246.0
J	283.9
L	503.1
N	121.3
P	56.3

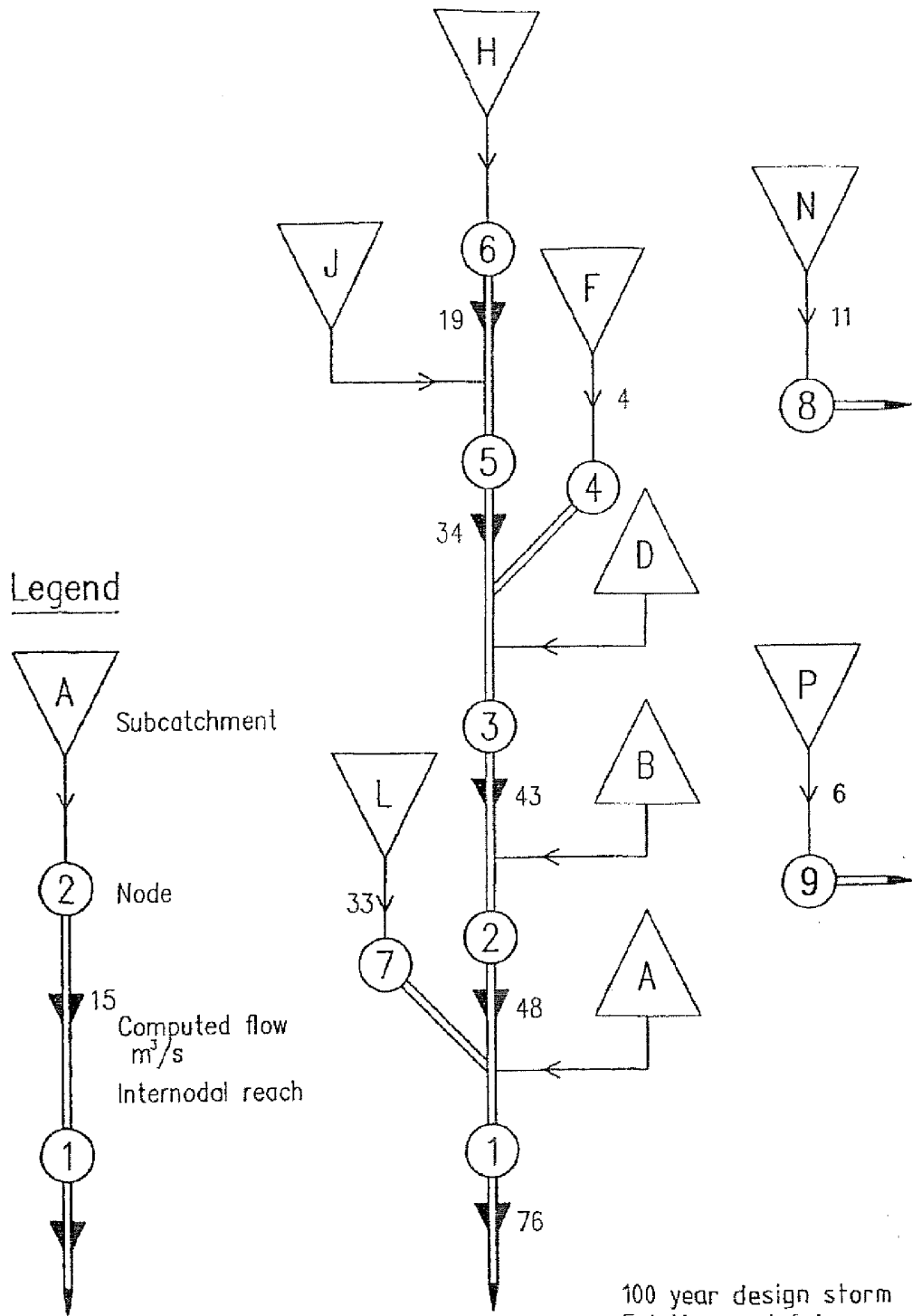
## 10.2.2 Peak Flows

The computed flows are shown on Figure 10-2, 10-3 and 10-4 and on Table 10-2 below.

Location/Description	Peak Flow (m <sup>3</sup> /s)			Pipe System Capacity (m <sup>3</sup> /s)
	5-yr	20-yr	100-yr	
Node 1, Papakura-Clevedon Road Bridge	37	55	76	84
Node 2, Parish Line Culvert	23	35	48	32
Node 3, Burnsidess Road Bridge	21	31	43	22
Node 4, Mullins Road Culvert	2	3	4	0.5
Node 5, Creamery Bridge	17	25	34	30
Node 6, Petersons Bridge	9	14	19	67
Node 7, Papakura-Clevedon Road Culvert	16	24	33	21
Node 8, Takanini-Clevedon Road Culvert	5	8	11	2
Node 9, Takanini-Clevedon Road Culvert	3	4	6	2

\* These capacities are based on the existing waterway area being clear of obstruction and a well maintained channel downstream and upstream of the structure.

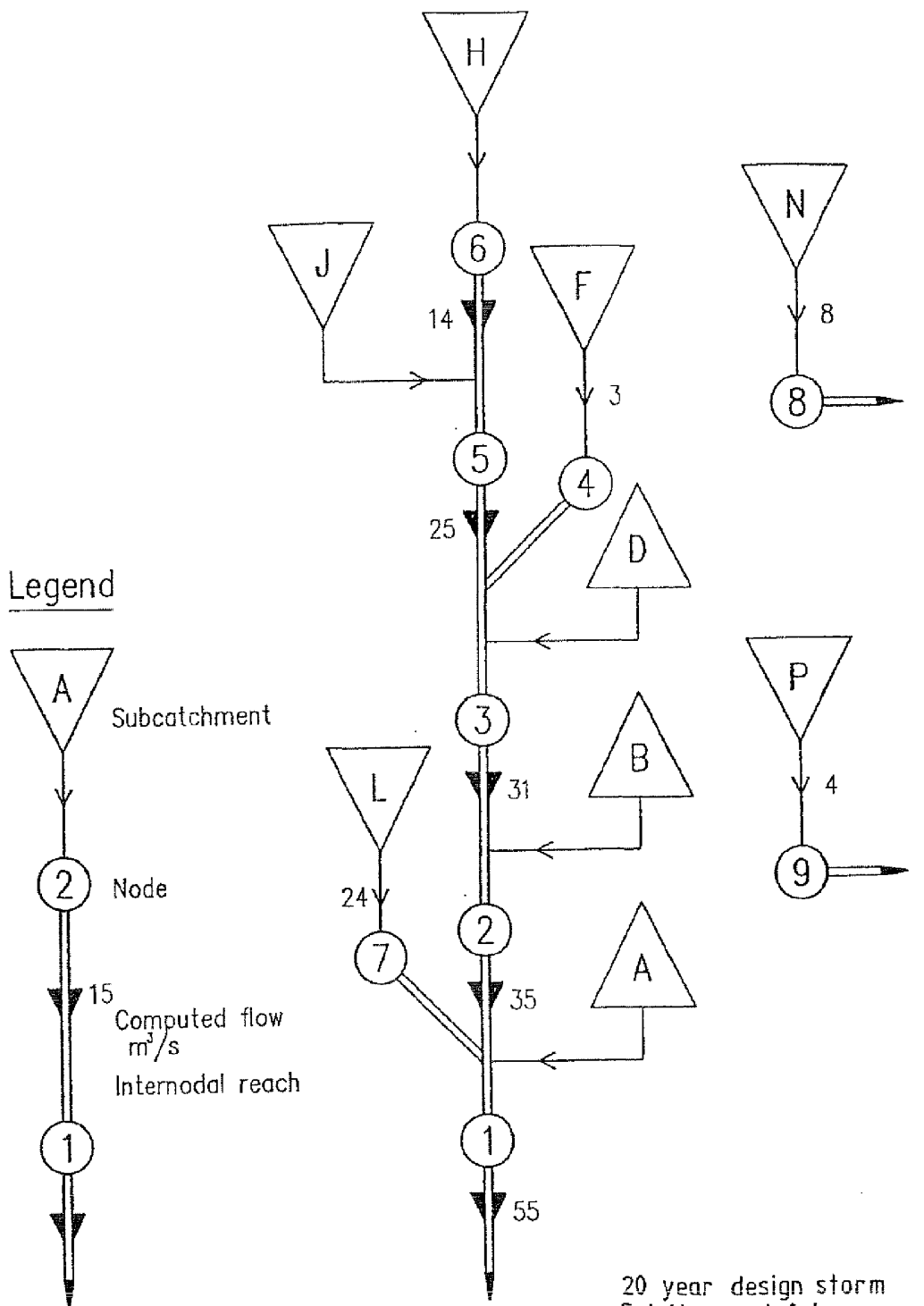
These results with their implications for flooding are discussed below.



TAITAIA STREAM  
Upper Taitaia Catchment  
 System Diagram

100 year design storm  
 Existing and future  
 catchment development  
 Existing drainage system

Figure 10-2

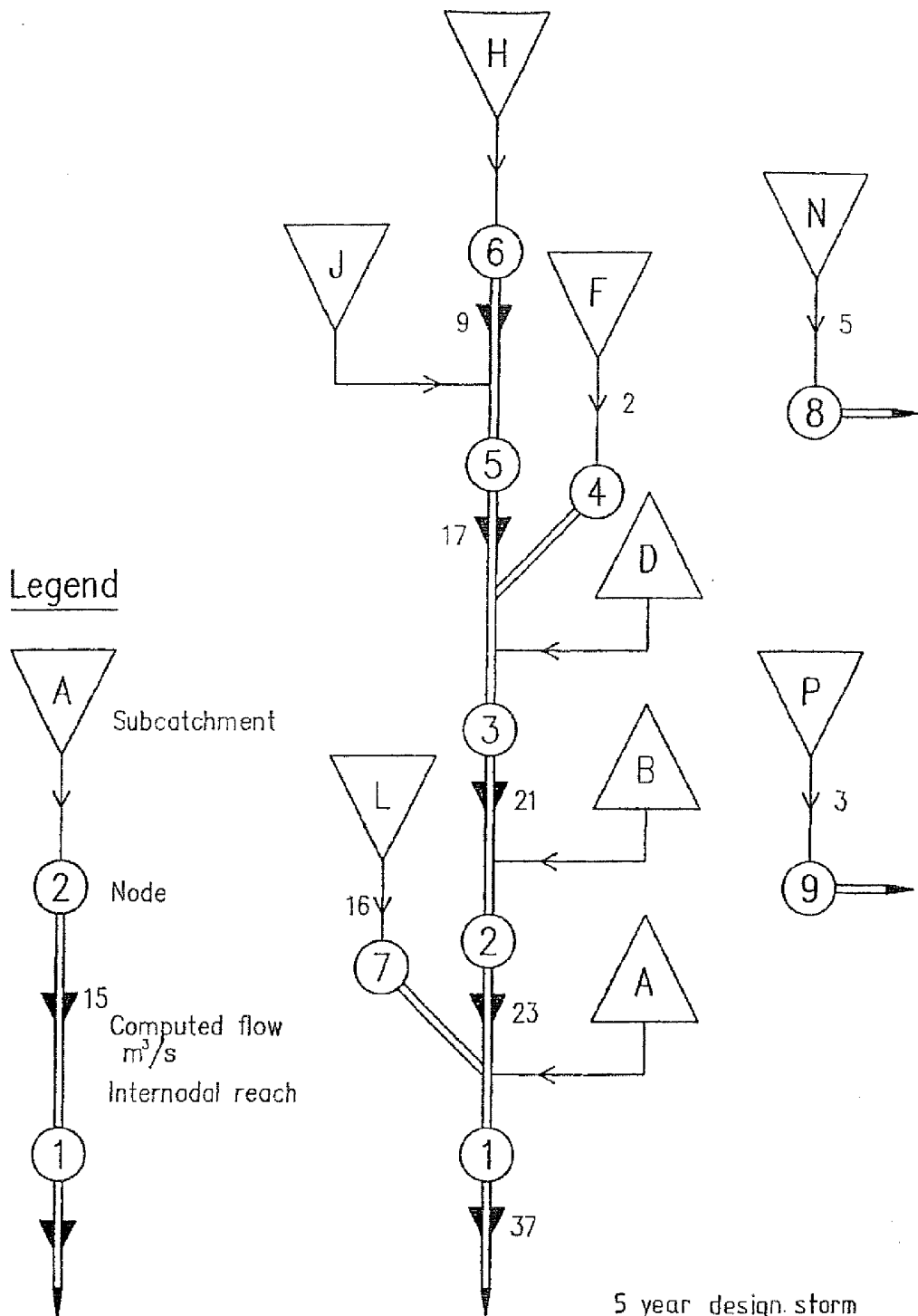


TAITAIA STREAM

Upper Taitaia Catchment System Diagram

20 year design storm  
Existing and future  
catchment development  
Existing drainage system

Figure 10-3  
*[Handwritten signature]*



TAITAIA STREAM

Upper Taitaia Catchment System Diagram

5 year design storm  
Existing and future  
catchment development  
Existing drainage system

Figure 10-4

19

857268

Papakura District Stormwater

August 1992

### 10.2.3 Summary of Drainage Problems

The areas described below are depicted on the Drainage Classification Drawing 10-2.

#### Node 1, Subcatchment A

In extreme events flood waters will overtop the banks of the Upper Taitaia Stream and spread across the floodplain. There are no houses sited in the floodplain. The floodplain is used for a pastoral landuse and it is therefore important that stock on the floodplain are able to get to higher ground.

#### Nodes 2 & 3, Subcatchment B and D

In extreme events flood waters will overtop both the Parish Line Road culvert and the Burnside's Road Bridge, making these roads impassable to traffic for a short time - probably less than 2 or 3 hours. Flooding on the floodplain upstream of these structures will occur. No houses are sited in the floodplain. The floodplains are used for a pastoral landuse and it is therefore important that stock is able to get to higher ground.

#### Node 4, Subcatchment F

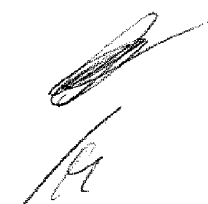
Extreme event flows are in excess of the capacity of the 300 mm diameter culvert passing under Mullins Road. The excess flow will overtop Mullins Road as a shallow flow which is unlikely to cause damage or obstruct traffic.

#### Node 5, Subcatchment J

In extreme events the capacity of the Creamery Bridge will be exceeded and the Papakura-Clevedon Road will be overtopped to the east of the Bridge. Such flooding would make the Papakura-Clevedon Road impassable to traffic at this point. Past flooding has been modified by detention of flood waters in the dam on Ardmore Quarry Road. This dam has now been taken out of use and is currently being kept empty. The dam is still intact and drainage is by way of pipes in the base of the dam. With the dam in its current state, the flood inflow will frequently exceed the outflow and flood water will be retained behind the dam, reducing the flood peak. However, the dam is in poor condition with woody vegetation on the embankment and a broken spillway. Continued operation of the dam could lead to failure resulting in considerable damage to downstream roads and bridges and also poses a risk to stock and human life.

#### Node 7, Subcatchment L

In events greater than the 20-year return period the capacity of the culvert at Node 7 will be exceeded and the Papakura-Clevedon Road will be overtopped. The road may become impassable at this point and damage to the road could occur. Flooding in the lower part of this subcatchment occurs on wide floodplains, which are currently used for pastoral activities.



857268

Papakura District Stormwater

August 1992

Nodes 8 and 9, Subcatchment N and P

In any storm event greater than approximately a 5-year return period the culverts on the Takanini-Clevedon Road will surcharge and water will overtop the road. The road will act as a broad crested weir resulting in relatively shallow depths of water, which are unlikely to block the road to traffic.

Handwritten signature and date '19'.

### 10.3 STORMWATER MANAGEMENT RECOMMENDATIONS

Two stormwater management options have been identified which would be appropriate to reduce the flood risk in the Upper Taitaia Catchment. Preliminary investigations of these options have been made to determine their feasibility and possible benefits.

#### 10.3.1 Channel Clearing and Maintenance

Regular channel clearing and maintenance throughout the Catchment, but in particular above and below critical bridge and culvert structures in the Catchment will reduce the severity and frequency of flood events. Channel clearing will increase the capacity of the existing channels in the Catchment, reducing the frequency and severity of flooding to the adjacent pastoral land. However, flooding of the floodplain areas shown on Drawing 10-2 appended to this report is inevitable in major rainfall events.

It is recommended that an inspection be carried out on an annual basis. This should be followed up with channel maintenance where required.

#### 10.3.2 Upgrade Drainage Structures

Flooding of the Takanini-Clevedon Road at Nodes 8 and 9 and Mullins Road at Node 4 could be reduced by upgrading the capacity of the existing culverts. Overtopping of the Road at these locations is unlikely to prevent the use of the road or cause major damage and is therefore not a high priority.

The remaining bridges and culverts in the Catchment have a capacity generally higher than the 20-year flood flow. Overtopping of these crossings will probably restrict traffic, and cause some damage in events greater than the 20-year event. It is considered that this return period capacity is appropriate to the landuse and the importance of road access in this area. Thus upgrading of these structures is not considered necessary in the foreseeable future.

#### 10.3.3 Maintain existing landuse in floodprone areas.

The existing landuse on the floodprone land is generally pastoral grazing. This is the most suitable landuse on floodplains as it will result in a minimum damage, provided stock are able to reach higher ground, and it maintains a clear and efficient waterway for flows out of the main channel.

It is therefore recommended that Papakura District Council encourage the continued use of the floodprone and possibly floodprone areas for pastoral grazing.

857268

Papakura District Stormwater

August 1992

#### 10.4 SUMMARY

The Upper Taitaia Stream Catchment has significant areas of natural floodplains. These areas currently have a pastoral landuse and this is the most appropriate use for land which is prone to flooding. This landuse should be maintained and encouraged in order to prevent creating future flooding problems.

A number of culverts and bridges in the Catchment will be overtopped by severe flood events. Some culvert capacities are exceeded by events less than the 5-year return period, however this will result in overtopping of the roads to a relatively shallow depth which will not impede traffic, create a significant hazard, or cause significant damage.

A number of larger structures will be overtopped by flows in excess of a 20-year storm event. It is considered that this level of risk of overtopping of the structures is appropriate to the significance of the roads in the area, taking into account current traffic volumes and surrounding landuse. Upgrading these structures is not likely to be advantageous from a cost-benefit point of view and is not recommended. It is noted, however, that the capacity of these structures can be significantly reduced by poor maintenance of the channels immediately upstream and downstream of the structures. An annual maintenance programme for these structures is therefore recommended.

#### 10.5 RECOMMENDATIONS

The following recommendations are summarised on Drawing 10-3 attached.

**10.5.1** That the Papakura Council include the drainage Classification Map appended to this report in the District Hazards Register.

**10.5.2** That all new development in floodprone areas comply with the recommended policies for the control of landuse in floodprone areas.

**10.5.3** That Papakura District Council undertake an annual inspection and where necessary maintenance of the main channel, bridges and culverts on the Taitaia Stream.

**10.5.4** That the Papakura District Council include works to increase the culvert capacity on the Takanini-Clevedon Road (Nodes 8 and 9) and Mullins Road (Node 4) in the works program.

**10.5.5** That the Papakura District Council ensure that the existing dam on Ardmore Quarry Road is thoroughly checked and appropriate remedial works are carried out in order to remove the risk the dam currently poses to downstream areas.

**10.5.6** That the Papakura District Council retain a rural zoning on all the floodplain areas identified in this study and encourage the continued use of the land for pastoral grazing.

**Annexure Schedule – Consent Form**

*Land Transfer Act 1952 Section 238(2)*

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

Mortgage

Page  of  pages

**Consentor**  
*Surname must in capitals or underlined*

**Capacity and Interest of Consentor**  
*(eg Caveator under Caveat no./Mortgagee Under Mortgage no.)*

ANZ NATIONAL BANK LIMITED	Mortgagee under mortgage 8215985.1
---------------------------	------------------------------------


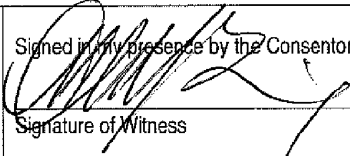
**Consent**

*Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.  
Delete words in [ ] if inconsistent with consent.  
State full details of the matter for which consent is required.*

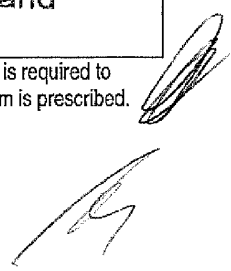
Pursuant to [section 238(2) of the Land Transfer Act 1952]  
[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_ ]  
[Without prejudice to the rights and powers existing under the interest of the Consentor] the mortgagee consents to the registration of the within encumbrance to the Papakura District Council

Dated this \_\_\_\_\_ day of **20 OCT 2009** 2009

**Attestation**

ANIL SURESH CHANDRA 	Signed in my presence by the Consentor 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <b>Yi-Ling Hsu</b> Occupation <b>Bank Officer Auckland</b> Address _____
Signature of Consentor	

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



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

I, **Anil Suresh Chandra** of **Auckland, New Zealand, Lending Services Officer, Lending Services Centre** of ANZ National Bank Limited, certify –

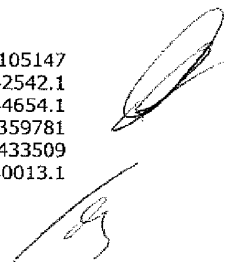
1. That by deed dated **28 June 1996**, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.



Signed at **Auckland** this day of 20 October 2009

Land Information New Zealand, Dealing Numbers:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA853/200**  
**Land Registration District** **North Auckland**  
**Date Issued** 22 May 1946

**Prior References**  
NA515/299

---

**Estate** Fee Simple  
**Area** 21.0209 hectares more or less  
**Legal Description** Lot 5 Deposited Plan 20982

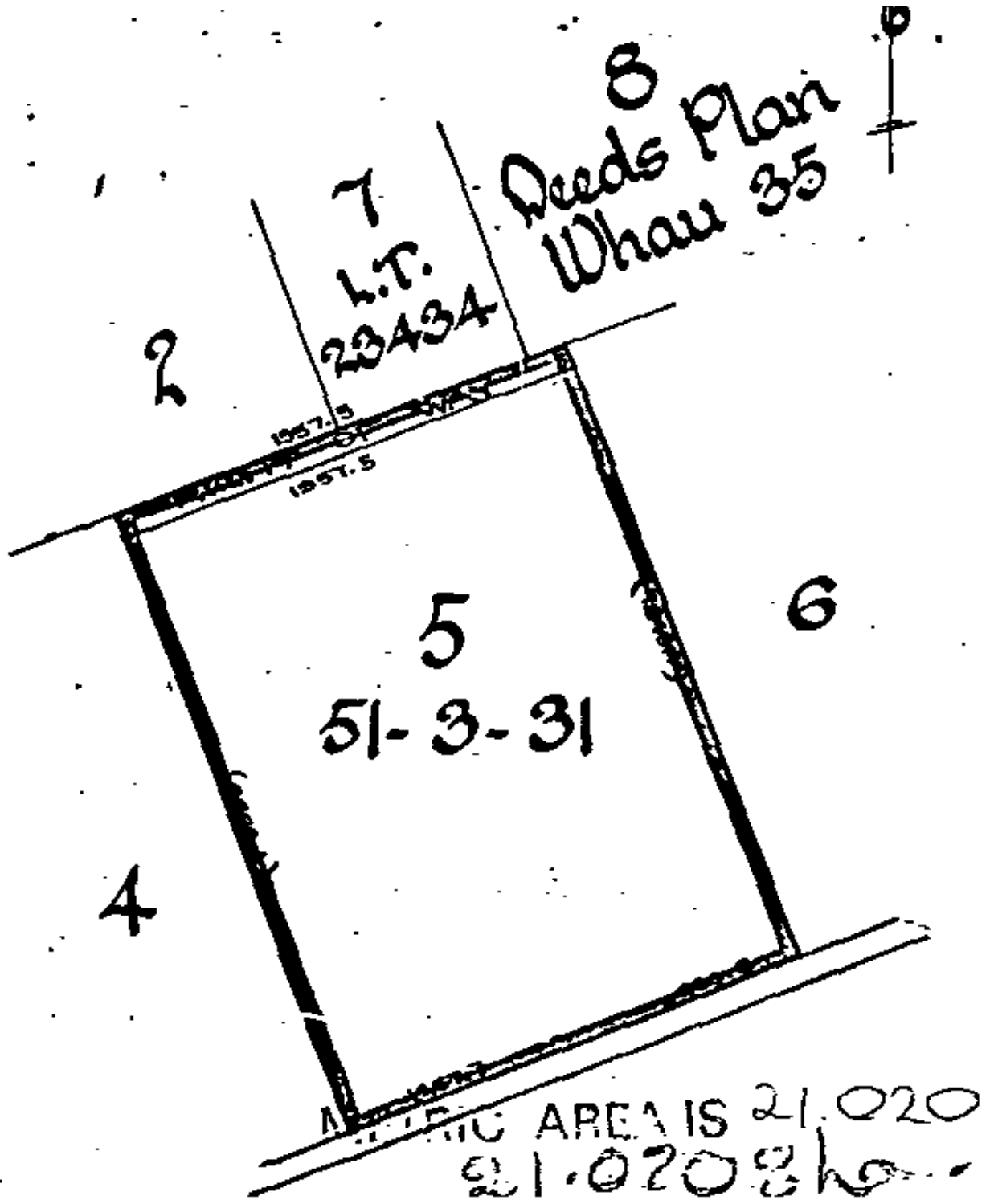
**Registered Owners**

John Newell Murdoch and Karlene Louise Murdoch as to a 1/4 share  
John Newell Murdoch, Karlene Louise Murdoch and Murdoch Trustee Limited as to a 3/4 share

---

**Interests**

Subject to a right of way over part created by Deed of Conveyance 136122 (R50/896)  
Subject to a right of way over part created by Deed of Conveyance 138932 (R56/282)  
Subject to a right of way over part created by Deed of Conveyance 104573 (R23/693)  
Subject to a right of way over part created by Deed of Conveyance 136280 (R51/735)  
Subject to a right of way over part created by Deed of Conveyance 124443 (R44/508)  
A302434 Partial Surrender of the right of way created by Conveyance 104573 (R23/693) - 26.7.1968  
941631.1 Proclamation defining the middle line of the Oaonui-Auckland pipeline - 22.6.1981 at 2.33 pm  
B245133.1 Pipeline Certificate pursuant to Section 71 of the Petroleum Act 1937 - 9.12.1983 at 9.41 am (affects part)





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA517/155**  
**Land Registration District** **North Auckland**  
**Date Issued** 05 August 1929

**Prior References**  
DI 6A.639.

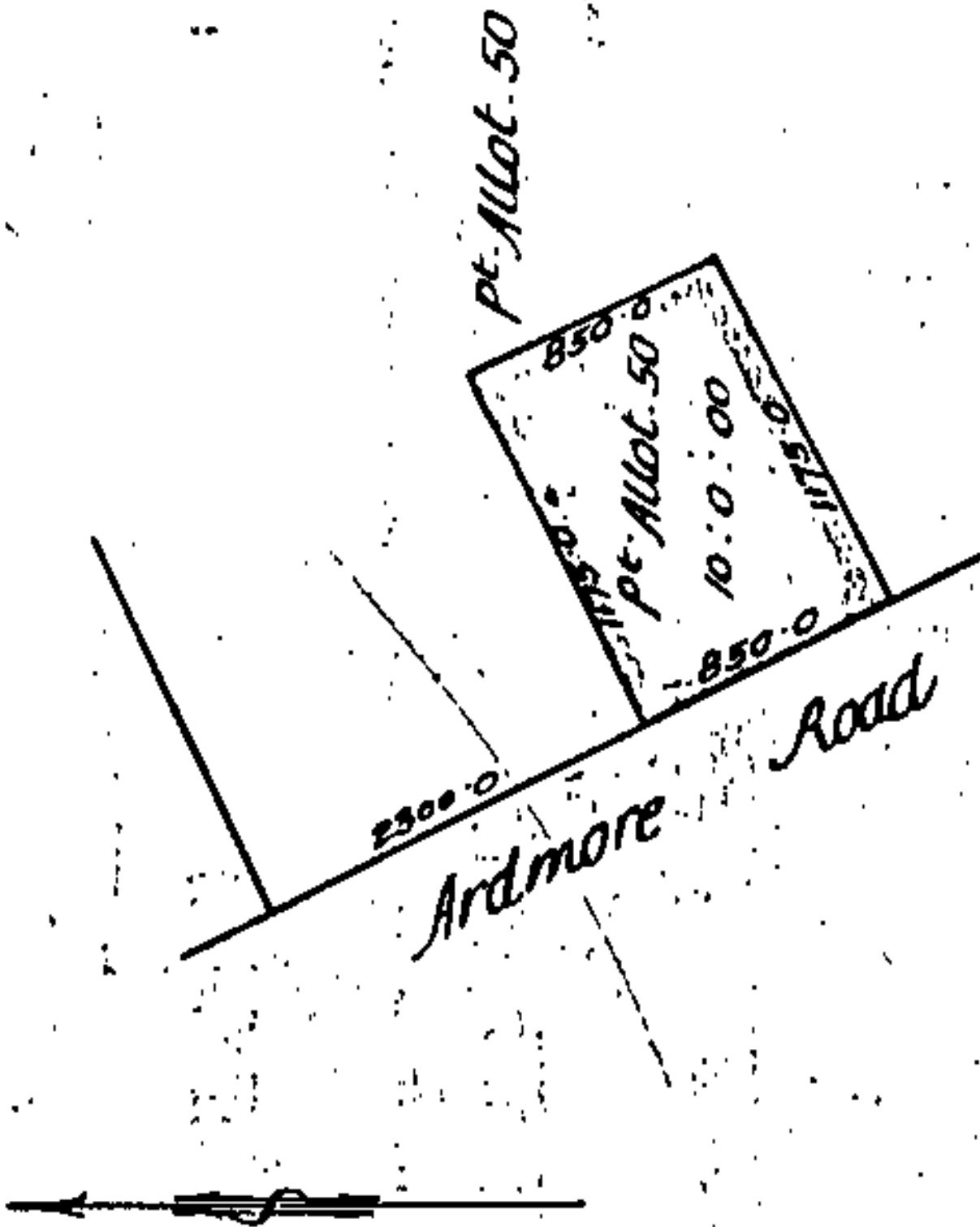
---

**Estate** Fee Simple  
**Area** 4.0469 hectares more or less  
**Legal Description** Part Allotment 50 Parish of Papakura  
**Registered Owners**  
Gavin Richard Miller and Lauresa Marlene Drayson

---

**Interests**

The above Certificate of Title is issued pursuant to the provisions of Section 23 of the Land Transfer (Compulsory Registration of Titles) Act 1924





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA50B/1087** **Part-Cancelled**  
**Land Registration District** **North Auckland**  
**Date Issued** 25 November 1982

**Prior References**  
NA50D/813

---

**Estate** Fee Simple  
**Area** 16.1947 hectares more or less  
**Legal Description** Part Lot 1 Deposited Plan 94470  
**Registered Owners**  
Anthony Grant Herlihy and Suzanne Herlihy

---

**Interests**

Subject to an electricity easement (in gross) over parts marked B & D on DP 94470 in favour of The Auckland Electric Power Board created by Transfer 602434 - 15.4.1958 at 9:40 am

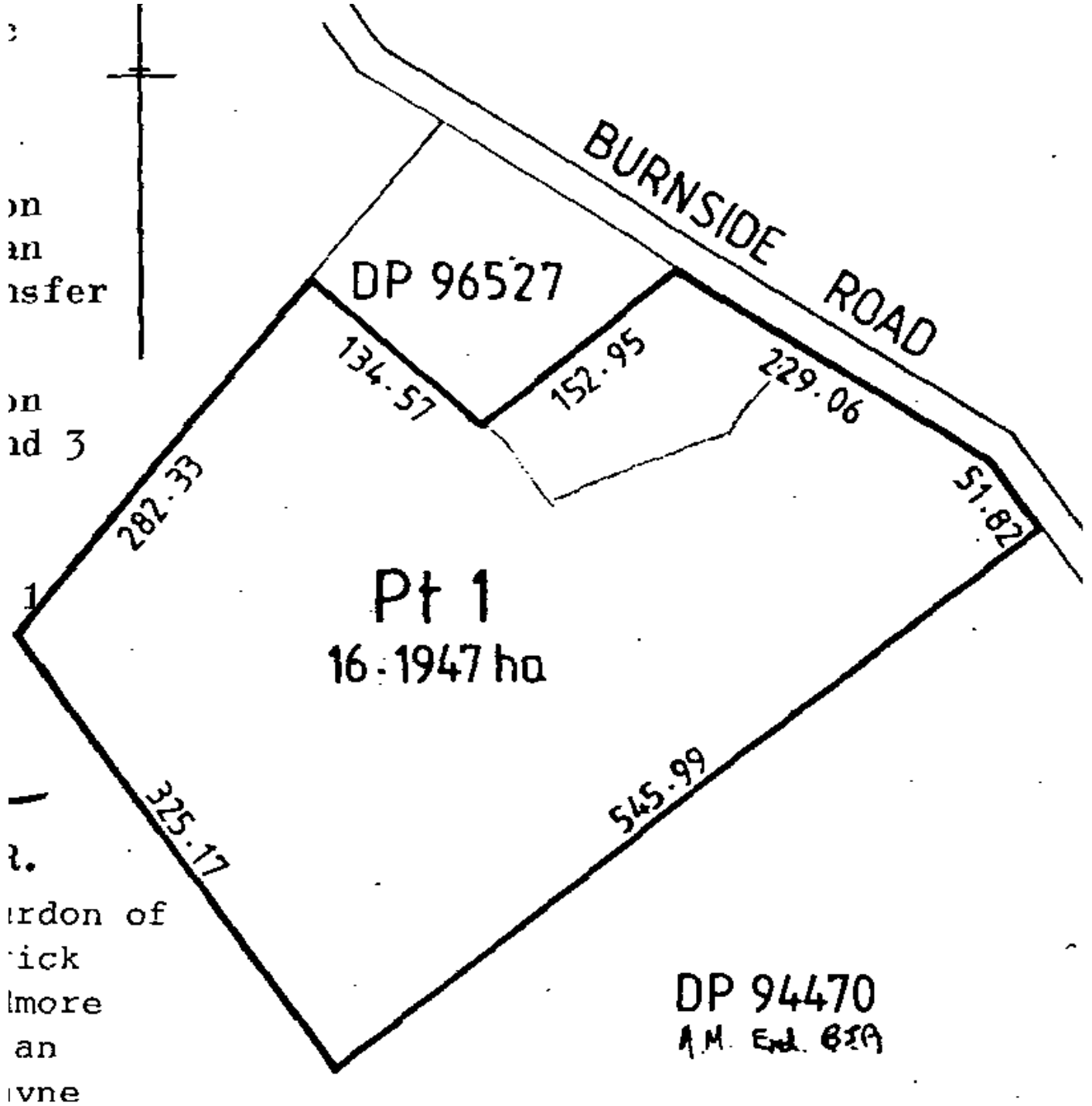
Subject to water supply easements over parts marked A, B & C on DP 94470 created by Transfer 862347.7 - 13.8.1980 at 12:04 pm

Subject to water supply easements over parts marked A, B & C on DP 94470 created by Transfer 862347.9 - 13.8.1980 at 12:04 pm

Subject to water supply rights over the all the within land created by Transfer B230399.1 - 25.11.1982

C132758.4 CT NA80B/824 issued for Lot 1 DP 136412 - 1.5.1990 at 1:38 pm

D597370.3 Mortgage of the residue to ASB Bank Limited - 20.4.2001 at 3:12 pm



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-2-V-68 12107 -BY \*\*\*\*\*100

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Approved by the District Land Registrar, Auckland, No. 2755

[New Zealand

# MEMORANDUM OF TRANSFER

WHEREAS SARAH MAY WEDDING of Alfriston Spinster and MARGARET PORTER of Alfriston Married Woman (hereinafter called "the Grantees") are being registered

as the proprietors of an estate in fee simple as tenants in common in equal shares subject, however, to such encumbrances, liens, and interests as are notified by memoranda

underwritten or endorsed hereon, in all that piece of Land containing SIXTY-ONE ACRES more or less being Lots 2 and 7 and part Lot 1 on Deeds Plan Whau 35 being part of Allotment 29 of the Parish of Papakura and being all of the land comprised and described in Certificate of Title Volume 516 Folio 6 Auckland Registry having appurtenant Rights of Way created by Conveyances 104573 (R23/693), 124443 (R44/508) and 136280 (R51/735) and subject to Fencing Covenants in Conveyances 104573 (R23/693), 124443 (R44/508) and 136280 (R51/735) and to Memorandum of Mortgage 221818 (hereinafter called "the dominant tenement")

AND WHEREAS the Grantees are also registered as proprietors of an estate in fee simple as tenants in common in equal shares in ALL THAT parcel of land containing ONE ROOD THIRTEEN DECIMAL THREE PERCHES more or less being Lot 1 shown on Deposited Plan 59030 being part of Allotment 29 of the Parish of Papakura and being part of the land comprised and described in Certificate of Title Volume 516 Folio 6 Auckland Registry having appurtenant Rights of Way created by Conveyances 104573 (R23/693), 124443 (R44/508) and 136280 (R51/735) and subject to Fencing Covenants in Conveyances 104573 (R23/693), 124443 (R44/508) and 136280 (R51/735) (hereinafter called "the first property")

AND WHEREAS the first property comprises part of the dominant tenement having been defined by a subdivision of the dominant tenement as appears on Deposited Plan 59030

AND WHEREAS ALEXANDER JAMES FLEMING WALKER of Takanini Farmer (hereinafter called "the first Grantor") is registered as proprietor of an estate in fee simple in ALL THAT parcel of land containing TWENTY-NINE ACRES AND THIRTY-ONE PERCHES more or less being part Lot 4 shown on Deposited Plan 20982 being part of Allotment 29 of the Parish of Papakura and being all the land comprised and described in Certificate of Title Volume 1145 Folio 89 Auckland Registry having appurtenant Rights of Way created by Conveyances 104573 (R23/693), 124443 (R44/508) 136122 (R50/896), 136280 (R51/735) and 138932 (R56/282) and subject to Fencing Agreement contained in Transfer 368594 and to Memoranda of Mortgage Nos. 536040 and 47700 (hereinafter called "the first servient tenement")

AND WHEREAS TOM BURR LIMITED a duly incorporated company having its registered office at Auckland (hereinafter called "the second Grantor") is registered as proprietor of (1) an estate in fee simple in ALL THAT parcel of land containing TWENTY-TWO ACRES TWO ROODS AND THIRTY-EIGHT PERCHES more or less being Lot 1 shown on Deposited Plan 42387 being portion of Allotment 29 of the Parish of Papakura and being all the land comprised and described in Certificate of Title Volume 1140 Folio 61 Auckland Registry Subject to Fencing Agreement contained in Transfer 368594 and having appurtenant Rights of Way created by Conveyances 104573 (R23/693), 124443 (R44/508), 136122 (R50/896), 136280 (R51/735) and 138932 (R56/282)

AND (2) an estate in fee simple in ALL THAT parcel of land containing FIFTY-ONE ACRES THREE ROODS AND TWENTY-SEVEN PERCHES more or less being Lot 3 shown on Deposited Plan 20982 and being portion of Allotment 29 of the Parish of Papakura and being the residue of the land comprised and described in Certificate of Title Volume 812 Folio 125 Auckland Registry Subject to Rights of Way created by Conveyance Nos. 104573 (R23/693), 124443 (R44/508), 136122 (R50/896), 136280 (R51/735) and 138932 (R56/282), Fencing Agreement contained in Transfer 368593, Proclamation 14111 (hereinafter called "the second servient tenement")

AND WHEREAS JOHN JOSEPH SULLIVAN of Auckland Medical Practitioner

3RD OR

**In consideration of**

(the receipt of which sum is hereby acknowledged)

**Do hereby Transfer** to the said

said piece of land above described ~~all~~ estate and interest in the

**In witness whereof** have hereunto subscribed name this  
day of one thousand nine hundred and

**Signed** by the above named

in the presence of

3rd OR

Rev

4th OR

Prod

(hereinafter called "the third Grantor") is registered as proprietor of an estate in fee simple in ALL THAT parcel of land containing FIFTY-ONE ACRES THREE ROODS AND THIRTY-ONE PERCHES more or less being Lot 5 shown on Deposited Plan 20982 being part of Allotment 29 of the Parish of Papakura and being all the land comprised and described in Certificate of Title Volume 853 Folio 200 Auckland Registry having appurtenant Rights of Way created by Conveyances 104573 (R23/693), 124443 (R44/508), 136122 (R50/896), 136280 (R51/735) and 138932 (R56/282) and subject to Memoranda of Mortgage Nos. A33297 and A38815 (hereinafter called "the third servient tenement")

AND WHEREAS JOSEPH CLIFFORD DONOGHUE of Takanini Farmer and JOSEPHINE DONOGHUE his wife (hereinafter called "the fourth Grantors") are registered as proprietors of an estate in fee simple in ALL THAT parcel of land containing FIFTY-SEVEN ACRES THREE ROODS AND THIRTY-SIX PERCHES more or less being part Lot 6 shown on Deposited Plan 20982 being part of Allotment 29 of the Parish of Papakura and being all the land comprised and described in Certificate of Title Volume 9B Folio 856 Auckland Registry Subject to a right of way over part shown coloured pink on Plan 20982 created by Conveyances Nos. 104573 (R23/693), 124443 (R44/508), 136122 (R50/896), 136280 (R51/735) and 138932 (R56/282), Fencing Covenant in Transfer 368883 and to Memorandum of Mortgage A168016 (hereinafter called "the fourth servient tenement")

AND WHEREAS the first second third and fourth servient tenements are all subject to a certain Right of Way created by Conveyance 104573 (R23/693) appurtenant to the dominant tenement and as such presently appurtenant to the first property

AND WHEREAS the Grantees and the first second third and fourth Grantors have agreed that the Right of Way created by Conveyance 104573 (R23/693) be surrendered in so far as it affects the first property while in no wise affecting the same in so far as it affects the remainder of the dominant tenement

NOW THEREFORE THIS MEMORANDUM OF TRANSFER WITNESSETH that in consideration of the premises the Grantees DO HEREBY TRANSFER AND SURRENDER to the first second third and fourth Grantors the easement of Right of Way created by Conveyance 104573 (R23/693) as it relates to the respective properties of the Grantors in so far as it affects the first property but without prejudice to the rights of the Grantees to the benefits of the said easement of right of way created by the said Conveyance in so far as it affects the remainder of the dominant tenement vested in the Grantees.

IN WITNESS WHEREOF these presents have been executed the 15<sup>th</sup> day of May One thousand nine hundred and sixty-eight.

SIGNED by the abovenamed SARAH MAY WEDDING as Grantee in the presence of:-

*[Handwritten signatures]*

*S.M. Wedding*

SIGNED by the abovenamed MARGARET PORTER as Grantee in the presence of:-

*[Handwritten signatures]*

*M. Porter*

A302434

406

No.

Correct for the purposes of the Land Transfer Act.  
and certify that the value of the interest  
surrendered does not exceed \$200.

**TRANSFER** BY WAY OF SURRENDER  
OF RIGHT OF WAY

Situated in

*[Signature]*

Solicitor for the Transferees.

S.M. WEDDING and M. PORTER **Grantees.**  
~~Transfer~~

A. J. F. WALKER & ORS. **Grantors.**  
~~Transfer~~

Particulars entered in the Register Book, Vol. 516

Folio 6 : 853/200 : 812/125 :  
1140/61 : 1145/89 : 98/856

the 26th day of July  
at 3.00 o'clock.



Assistant Land Registrar of  
the District of Auckland.

*86 1/2 1/2*

*2822*

*Charles Ennor*

*(1)*

LAND & DEEDS	
Nature:	<i>T</i>
Firm:	<i>Glaister</i>
26 JUL 1968	
Time:	<i>3</i>
Fee:	<i>2</i>
Abstract No.	<i>6503</i>

LAND & DEEDS	
Nature:	<i>Transfer</i>
Firm:	<i>Glaister Ennor</i>
26 JUL 1968	
Time:	<i>3</i>
Fee:	<i>\$6</i>
Abstract No.	<i>6503</i>

Total \$8.00 *[Signature]* *(3)*

GLAISTER, ENNOR & KIFF  
SOLICITORS  
AUCKLAND



# PIPELINE(S) EASEMENT CERTIFICATE

Under Section 71 of the Petroleum Act 1937

Pursuant to the provisions of the Petroleum Act 1937 (in this certificate referred to as the Act), the Minister of Energy hereby certifies that a pipeline(s) (as defined in Section 49 of the Act) is/are authorised to pass on, over or through the land described in the Schedule herein (in this certificate referred to as the said land) upon the following terms and conditions:

1. The parties interested (hereinafter called easement holders) and acting as or on behalf of the owner of the pipeline(s) are:

- (a) ~~Maui Development Ltd having its registered office at Wellington acting on behalf of the Maui petroleum mining companies as equitable owners~~
- (b) ~~Shell BP and Todd Oil Services Ltd having its registered office at Wellington acting as pipeline operator.~~
- (c) ~~The Natural Gas Corporation of New Zealand Ltd~~ <sup>Natural Gas Corporation Limited</sup> having its head office in Wellington acting as pipeline operator owner and operator.

2. The easement holders shall comply jointly and severally with the provisions of the Act and the regulations in force thereunder.

3. The pipeline(s) has/~~has~~ been placed along the line(s) delineated on the plan annexed hereto marked, "Centre Line Maui Gas Pipeline" - 12m Wide.

4. Upon the issue of this certificate the easement holders shall have the right of entry on the said land pursuant to subsection (6) of section 70 of the Act for the purpose of exercising the rights conferred on them by the Act and any regulations made thereunder and by the pipeline authorisation.

5. For the purposes of subsection ~~(1)~~<sup>(8)</sup> of Section 71 of the Act, this certificate shall apply to the strip of land shown on the said plan and not exceeding 20 metres in width under, upon or over which the pipeline(s) pass(es) (in this certificate referred to as the said strip) and each of the easement holders shall have the right from time to time after the issue hereof to remove from the said strip all cultivated or natural vegetation including trees and shrubs.

6. The owner or occupier of the said land shall have the right to use it (except for such use as may be reasonably held to interfere with the enjoyment of the rights of any of the parties interested in the pipeline(s) hereunder or under the Act or under the pipeline authorisation) but shall not erect any building, construction, or fence or plant any tree or shrub on the said strip, disturb the soil of the said strip below a depth of 0.4 metre from the surface or do, cause or permit anything to be done which would or could damage or endanger the pipeline(s) without the consent of the operator(s) of the pipeline(s) being first obtained. Any such consent shall not be unreasonably withheld.

7. All consents and notices required to be issued under the Petroleum Act 1937 shall be given to or sent to the pipeline operator(s).

8. Where the pipeline(s) is/~~is~~ below the surface of the ground, it is/~~they are~~ buried so that it/~~they~~ will not interfere with the ordinary cultivation of the said land and in maintaining, repairing, renewing, changing or removing the pipeline(s) the pipeline operator(s) shall restore the surface of the said land, as nearly as possible, to its former condition or state.

9. Such of the rights, easements, or obligations hereinbefore recited or referred to which place a burden on the said land or on the owner or occupier of the said land shall be binding on him the said owner or occupier his or their successors, executors, administrators, and assigns and such of them as place a burden on any of the easement holders shall be binding on them, their successors, administrators and assigns.

SO 56794 .....

SCHEDULE

Description of Land		Certificate of Title	
		Vol.	Folio
Passing through	Part Lot 4 DP 20982 being part Allotment 29 Parish of Papakura, Block XV Otahuhu Survey District	1145	89
Passing through	Part Lot 5 DP 20982 being part Allotment 29 of the Parish of Papakura, Block XV Otahuhu Survey District	853	200
ALL NORTH AUCKLAND LAND REGISTRY			

Dated at Wellington this 2nd day of August 1983

*[Signature]*  
A. B. SUMNER

Under powers delegated to him by the Minister of Energy under the provisions of section 9 and 10 of the Ministry of Energy Act 1977 and not revoked at the date of signing. Signed by .....

~~Under powers delegated to him by the Minister of Energy under the provisions of section 47 of the Petroleum Amendment Act 1975 and not revoked at the date of signing.~~

DP 63019

DP 20982

DIAGRAM 'C'  
NOT TO SCALE

PT 4  
DP 20982

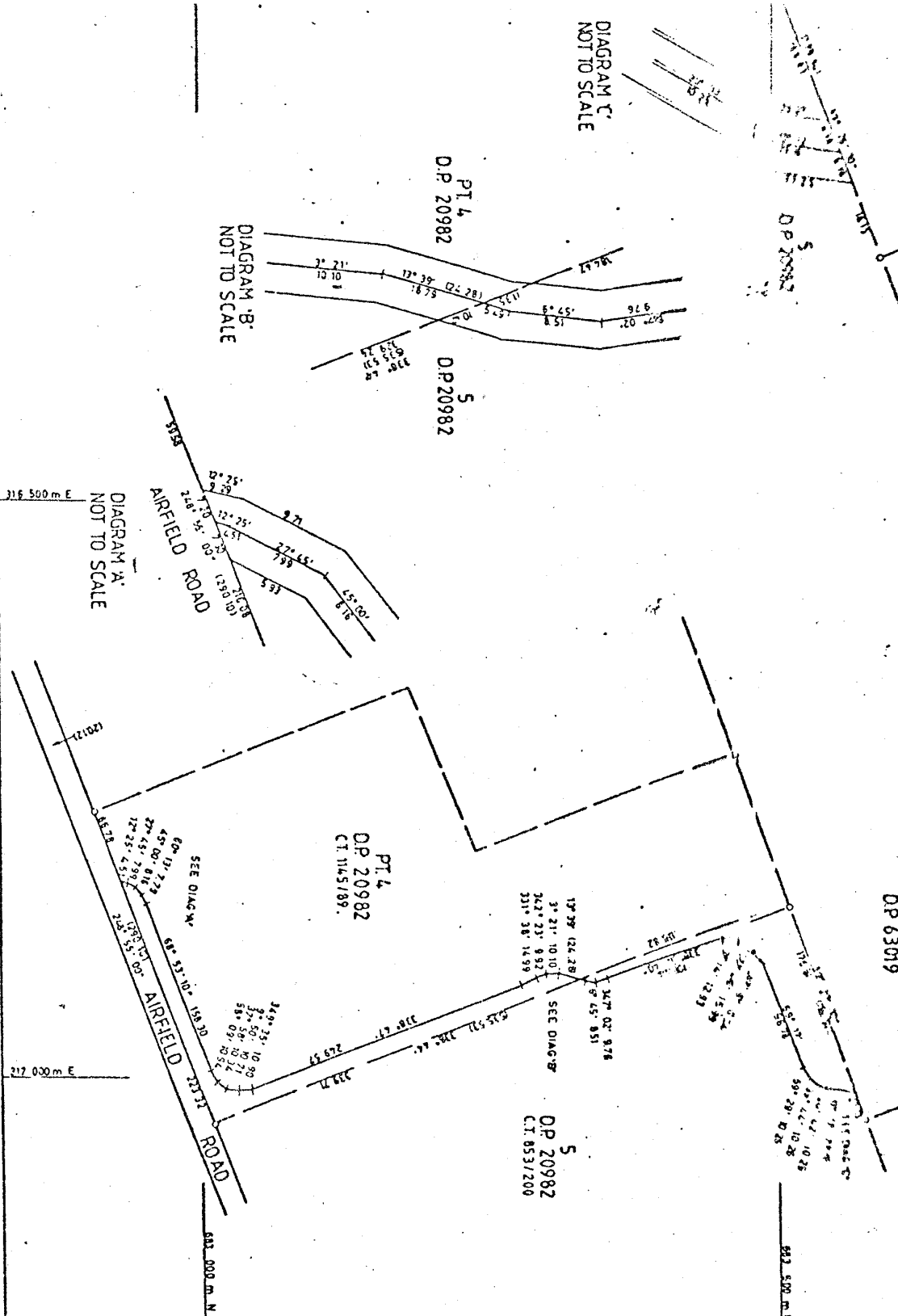
5  
DP 20982

DIAGRAM 'B'  
NOT TO SCALE

DIAGRAM 'A'  
NOT TO SCALE

DP 63019

ORO. WHAU 35

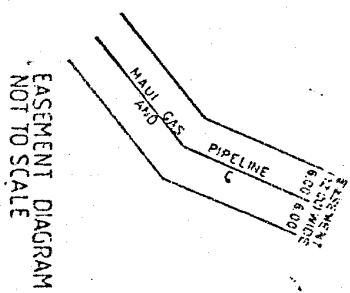


10 DISTRICT NORTH AUCKLAND  
EVERY B.K. & DIST. XV OTAHURU  
SHEET NO.

OAONU - AUCKLAND MAUI GAS PIPE - LINE  
WAIKATO RIVER TO MILL ROAD SECTION E.

LOCAL AUTHORITY HANUKAU CITY  
Surveyed by TRIPP ANDREWS & PARTNERS  
Date JAN - JUNE 1982

SCHEDULE OF SURVEY INSTRUMENTS	
PT 101/4	CT 1145/189
DP 20982	CT 853/200
PT 101/5	CT 853/200
DP 20982	CT 853/200



Total Area  
Comprised in CT 853/200 & 1145/189

I JOHN DEAN HOLLARD of AUCKLAND  
Registered Surveyor and holder of an annual practicing certificate  
hereby certify that this plan has been made from surveys executed  
by me or under my direction that both plan and survey are correct  
and have been made in accordance with the provisions under the  
Surveyors Act 1988  
Date of AIRKLAND this 17th day of June 1982  
J. Dean Hollard  
18 St. Simeons

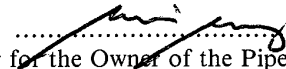
Examined N Cooper  
Approved as to Survey  
11/11/82  
Deposited this day of 19

District Land Registrar  
S.O. 56794

**PIPELINE EASEMENT CERTIFICATE**

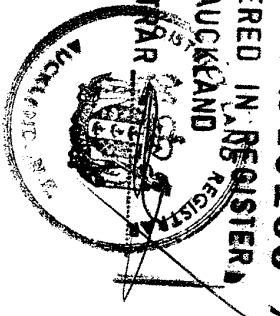
**Under section 71 of the Petroleum Act 1937**

Correct for the purposes of the Land Transfer Act

  
Solicitor for the Owner of the Pipeline

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

.....  
District Land Registrar  
Assistant  
of the District Taranaki  
South Auckland  
North Auckland  
Hawkes Bay  
Wellington

19.41 09 DEC 83 B 245133 .1  
PARTICULARS ENTERED IN REGISTER,  
LAND REGISTRY AUCKLAND  
ASST. LAND REGISTRAR  
1145/89  
653/200  


No.	Receipt of Instrument.	Nature of Instrument.	Parties.	Date	Where	Reference.	Signature.
492	419327 (R.603/492)	YEC					
419327							
	Received for Registration at 10.55 o'clock						
	7th Oct. 1943						
	H.H.Osmers, Deputy Registrar, Deeds,						
	Auckland Seal						
	Record:R603/492: Index: 28A.159						
	DATED 15th September 1943						
	FRANK KIRTON to THE AUCKLAND ELECTRIC-POWER BOARD						
	GRANT OF EASEMENT 28A.159						
	Nicholson, Gribbin, Rogerson & Nicholson,						
	Solicitors,						
	AUCKLAND						

N.Z. Stamp Duty 11/- 5 Oc. 43 Auckland Seal . . . . .

THIS DEED made the 15th day of September one thousand nine hundred and forty-three BETWEEN FRANK KIRTON of the Papakura in New Zealand Farmer (hereinafter called "the Grantor") of the one part AND THE AUCKLAND ELECTRIC-POWER BOARD a Body corporate duly incorporated under the Auckland Electric-power Board Act, 1921-22 (hereinafter called "the Grantee") of the other part WHEREAS the Grantor is seized of an estate in fee simple in ALL THAT parcel of land containing forty-four acres and three rods more or less being Lot nine of a subdivision of Allotment thirty of the Parish of Papakura AND WHEREAS the Grantee has requested the Grantor to grant unto it the easements and rights appurtenant thereto hereinafter contained over and in that portion of the above described land .. described in the Schedule hereto which the Grantor has agreed to do NOW THIS DEED WITNESSETH that in consideration of the sum of ELEVEN POUNDS paid by the Grantee to the Grantor ( the receipt whereof is hereby acknowledged) the Grantor-DOTH hereby GRANT unto the Grantee the full and free right liberty and license from time to time as occasion shall require and with men horses and vehicles to go upon ALL THAT piece of land ... described in the Schedule hereto for the purpose of erecting poles and carrying cables or wires thereon and transmitting electric current through such cables or wires and of repairing and renewing re-laying or removing any of such poles and cables or viewing the state or condition thereof PROVIDED that as little damage as ... possible shall be done to the surface of the said strip of land and any fences or other erections on the land of the Grantor being Lot nine of the subdivision of Allotment thirty of the Parish of Papakura and PROVIDED ALSO that any opening in such land shall be filled in as soon as possible after the necessary work for which such opening was made has been completed and the surface levelled off in a proper manner and all damages ... (if any) to fences or other erections made good and remedied in a proper and workmanlike manner AND the Grantor DOTH for himself and his executors administrators and assigns hereby COVENANT with the Board that he will not hereafter build upon or plant or allow trees to grow upon the said Lot nine of the subdivision of Allotment thirty of the Parish of Papakura so as to interfere with the said poles cables or wires or the access thereto. IN WITNESS whereof these presents have been executed the day and year first hereinbefore written

THE SCHEDULE

ALL THAT parcel of land being part of Lot nine of a subdivision of Allotment Thirty of the Parish of Papakura BOUNDED commencing at a point distant 2217.7 links along the south western boundary of the said Lot nine from the North west corner of the said Lot nine towards the north-west by another part of Lot nine by a line bearing 79 degrees 16 minutes and 30 seconds - 1396.45 links towards the north-east by a road 18.5 links Towards the south-east by another part of said Lot nine 1396.5 links and towards the south-west by Lot eight of the said subdivision 18.5 links to the commencing point BE the said several admeasurements a little more or less As the same is delineated by the plan drawn hereon and coloured pink. . . . .

SIGNED by the said FRANK KIRTON in the presence of: F. KIRTON  
H.D.Gillespie, Law Clerk, Auckland

THE STATE ADVANCES CORPORATION OF NEW ZEALAND the Mortgagee under and by virtue of Deed of Mortgage Number 360605 hereby consents to the within Grant of Easement. DATED this 22nd day of September 1943 . . . . .

THE COMMON SEAL OF THE STATE ADVANCES CORPORATION OF NEW ZEALAND was }  
by the authority of a resolution of a Committee of the Board of Management authorised by the said Board for the purpose hereunto affixed in the presence of:

SEAL

H.D.Parr Member of Board of Management  
E.B.Robinson (being an Officer appointed by the Board of Management).

(Plan next page)

Receipt of Instrument.

Nature of Instrument.

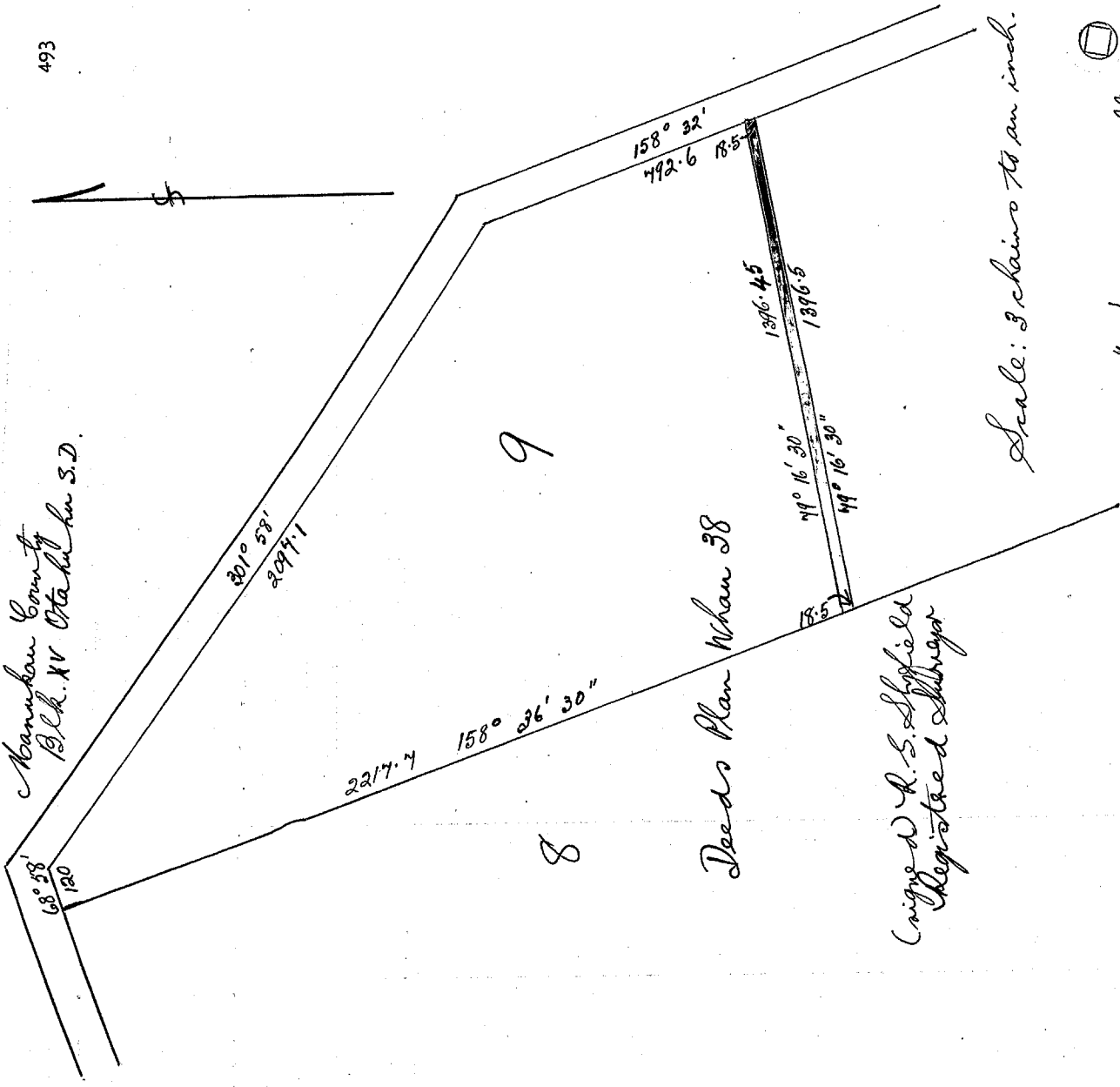
Parties.

Date of Instrument.

Where recorded.

Reference.

Signature.



Manitou County  
Blk. XV Otakuhia S.D.

493

Crigne W. R. S. Springfield  
Registered Surveyor

day of

March

19 44

Compared copy and received No. 419327 this second day of March 1944

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Image Quality due to Condition of Original  
Receipt of Instrument.

Name  
**419495 R603/706)**

Date  
Where recorded.  
Reference.  
**YEC**

11,000/1947  
Signature

706

4 1 9 4 9 5

Received for Registration at 10.20 a.m.  
31st July 1944  
H.H.Osmers, Deputy Registrar, Deeds,  
Auckland Seal  
Record: R603/706: Index: SA.468, 20A.66,  
DATED 12th July 1944  
A.J.BULLEN & ANOR. to THE AUCKLAND ELECTRIC-  
POWER BOARD  
DEED OF GRANT OF EASEMENT  
SA.468  
Micholson, Gribbin Rogerson & Nicholson,  
Solicitors,  
AUCKLAND.

N.Z. Stamp Duty 15/- 27 J1.44 Auckland Seal . . . . .  
T H I S D E E D made the 12th day of July one . .  
thousand nine hundred and forty-four BETWEEN ARTHUR THOMAS  
BULLEN Farmer and GERTRUDE HENRIETTA THOMAS BULLEN . . .  
Spinster both of Papakura in New Zealand (hereinafter . .  
called "the Grantors") of the one part AND THE AUCKLAND  
ELECTRIC-POWER BOARD a Body Corporate duly constituted under  
the provisions of the Auckland Electric-power Board Act  
1921-22, (hereinafter called "the Grantee") of the other  
part WHEREAS the Grantors are seized of an estate in fee  
simple in ALL THOSE parcels of land being parts of . . .

Allotments forty-seven and fifty-five of the Parish of Papakura AND WHEREAS the Grantee has requested the . .  
Grantors to grant to it the easement over portions of the said lands and rights appurtenant thereto herein-  
after contained which the Grantors have agreed to do NOW THIS DEED WITNESSETH that IN CONSIDERATION of the  
sum of TWENTY-TWO POUNDS (£22) paid to the Grantors by the Grantee (the receipt whereof is hereby acknowledged)  
the Grantors DO and each of them DO TH hereby GRANT unto the Grantee the full and free right liberty and . . .  
license to transmit across those parcels of land described in the Schedule hereto electric current through such  
cables or wires as may be necessary and for that purpose from time to time as occasion shall require and with  
men horses vehicles and material to go upon the said parcels of land described in the schedule hereto and to  
erect poles thereon to carry cables and wires and to repair renew relay or remove any of such poles cables or  
wires or to view the state and condition thereof PROVIDED that as little damage as possible shall be done to  
the surface of the said land and any fences or erections thereon and PROVIDED ALSO that any opening in such  
land shall be filled in as soon as possible after the necessary work for which such opening was made has been  
completed and the surface levelled off in a proper and workmanlike manner AND the Grantors DO for themselves  
and each of them and their and each of their executors administrators and assigns hereby COVENANT with the  
Grantee that they will not hereafter build upon or plant or allow trees to grow on the said land of the . . .  
Grantors so as to interfere with the said poles cables or wires or the access thereto. IN WITNESS . . .  
whereof these presents have been executed the day and year first hereinbefore written. . . . .

THE SCHEDULE.

ALL THOSE parcels of land being parts of Allotments forty-seven and fifty-five of the Parish of Papakura BOUNDED  
as shown on and delineated by the plan annexed hereto and coloured green. . . . .

SIGNED by the said ARTHUR THOMAS BULLEN in the presence of: A.T. BULLEN

J.Lauden, Ardmore, Farmer, Papakura

SIGNED by the said GERTRUDE HENRIETTA THOMAS BULLEN in the presence of: GERTRUDE H.T. BULLEN

J.Lauden. Farmer, Ardmore, Papakura.

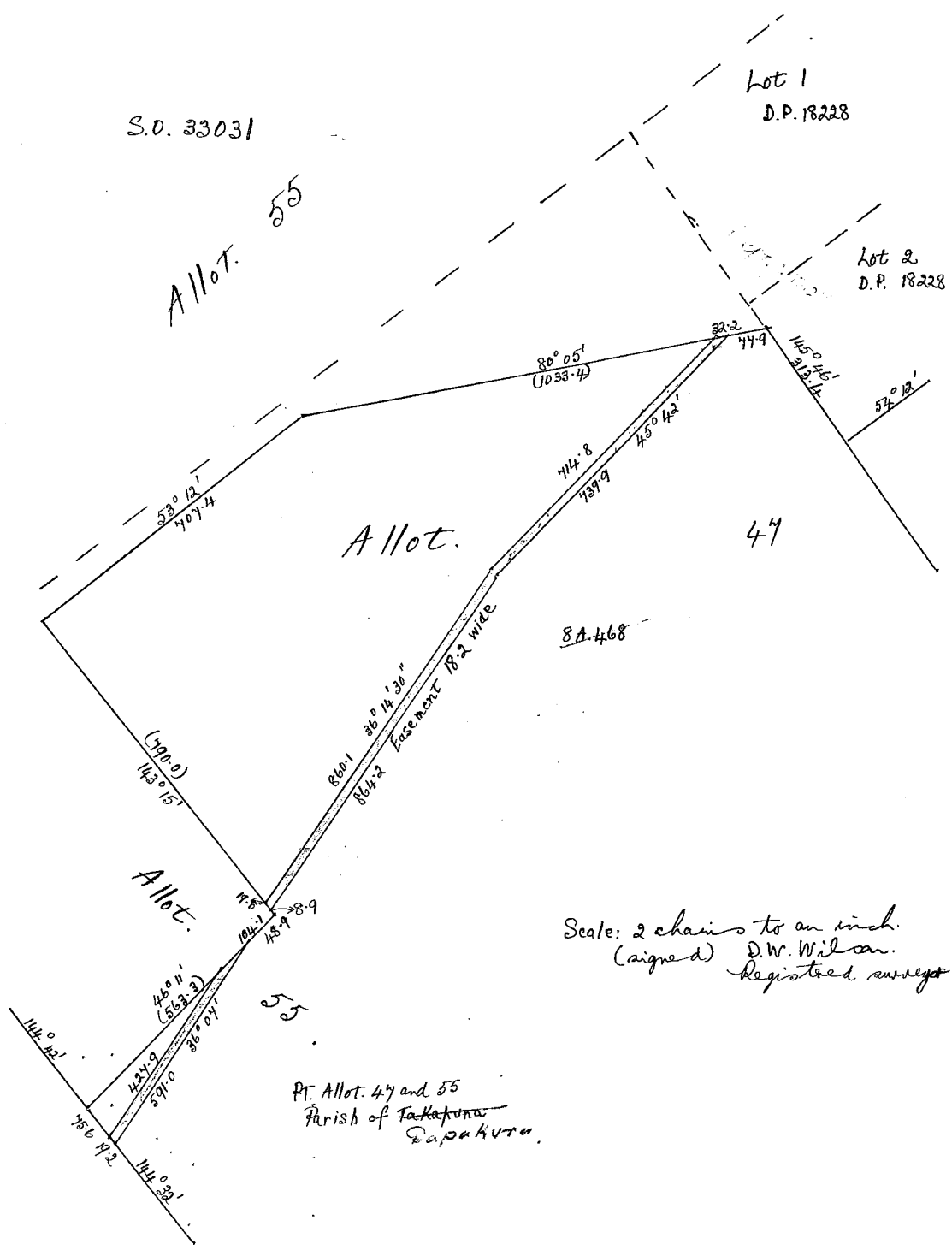
I ROBERT McCULLOUGH of Papatoetoe near Auckland Retired Farmer the Mortgagee under and by virtue of Deed of  
Mortgage 261538 do hereby consent to the within written Grant of Easement without prejudice however to my  
rights and remedies under the said Mortgage. DATED this 26th day of July one thousand nine hundred and forty-  
four. . . . .

SIGNED by the said ROBERT McCULLOUGH in the presence of: ROBERT McCULLOUGH

I.Kenneth Johnston, Solicitor, Auckland

(Plan next page)

707



Scale: 2 chains to an inch.  
 (signed) D.W. Wilson.  
 Registered surveyor

Pl. Allot. 44 and 45  
 Parish of Takapuna  
 Kaipara

Compared copy and received No. 419495 this 30th day of August 1900

Witness: Wm. Collins  
 Clerk to the Board of Magistrates, (Kaipara)

Remind.



Under the Land Transfer Act, 1952

**Memorandum of Transfer**

**571450 TE**  
**01011870**

*Stamped  
Auckland 14/3/56*

WHEREAS MURRAY LLOYD BULLEN of Ardmore Farmer \_\_\_\_\_  
(hereinafter referred to as "the Grantor") is \_\_\_\_\_  
\_\_\_\_\_ 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 Land District of Auckland containing THIRTY-FOUR ACRES (34)  
THREE RODS (3) SIXTEEN PERCHES (16) \_\_\_\_\_

more or less being part of Allotments 47 and 55 of the Parish of Papa-  
kura being all the land comprised in and described by Certificate .  
of Title Volume 945 Folio 225 Auckland Registry \_\_\_\_\_

*limited as  
to parcels*

SUBJECT to right-of-way created by Conveyance No.161688 (RS7/252) .  
and to an Easement in respect of the transmission of electric ...  
power over part of the said land created by outstanding Deed No. ..  
419495 (R603/706) and to Memorandum of Mortgage 348979 to the ..  
AUCKLAND SAVINGS BANK securing the principal sum of £1,300 and ..  
interest thereon as therein provided and to Proclamation 13226 ..  
taking the right to convey water over parts of the said land for ..  
defence purposes. \_\_\_\_\_

*J.C.*

AND WHEREAS the Grantor has agreed to grant an easement in gross .  
~~22~~ <sup>twelve</sup> feet wide to THE AUCKLAND ELECTRIC POWER BOARD a Body Corporate ..  
duly constituted under the provisions of the Auckland Electric ..  
Power Board Act 1921-22 (hereinafter called "the Grantee") to en- .  
able the Grantee to instal electric power lines and or cables ..  
thereon and/or thereunder. \_\_\_\_\_

NOW THEREFORE in pursuance of the said Agreement and in considera-  
tion of the premises the Grantor DOETH HEREBY TRANSFER AND GRANT .  
unto the Grantee as an easement in gross the full and free right .  
liberty (and license to transmit along that portion of the said ...  
land delineated by the plan endorsed hereon and therein coloured .  
yellow electric current through such cables or wires as may be ..  
necessary and for that purpose from time to time as occasion shall  
require and with men horses carts vehicles and material to go upon  
that portion of the said land above described coloured yellow on .

~~In consideration of~~

~~(the receipt of which sum is hereby acknowledged)~~

~~For hereby Transfer to the said~~

all----- estate and interest in the  
said piece-- of land above described

the plan endorsed hereon and to lay cables or erect wires thereon .  
and to repair and renew relay or remove any of such cables or wires  
and to view the state or condition thereof. \_\_\_\_\_

PROVIDED THAT as little damage as possible shall be done to the sur  
face of the said portion of the said land and any fences or other .  
erections thereon. \_\_\_\_\_

AND PROVIDED ALSO that any opening in such land shall be filled in  
as soon as possible after the necessary work for which such opening  
was made has been completed and the surface levelled off in a ..  
proper manner and all damage (if any) to fences or other erections  
made good and remedied in a proper and workmanlike manner. \_\_\_\_\_

In witness whereof I have hereunto subscribed my name this 12<sup>th</sup>  
day of *March* one thousand nine hundred and fifty-six

Signed by the above named

MURRAY LLOYD BULLEN \_\_\_\_\_

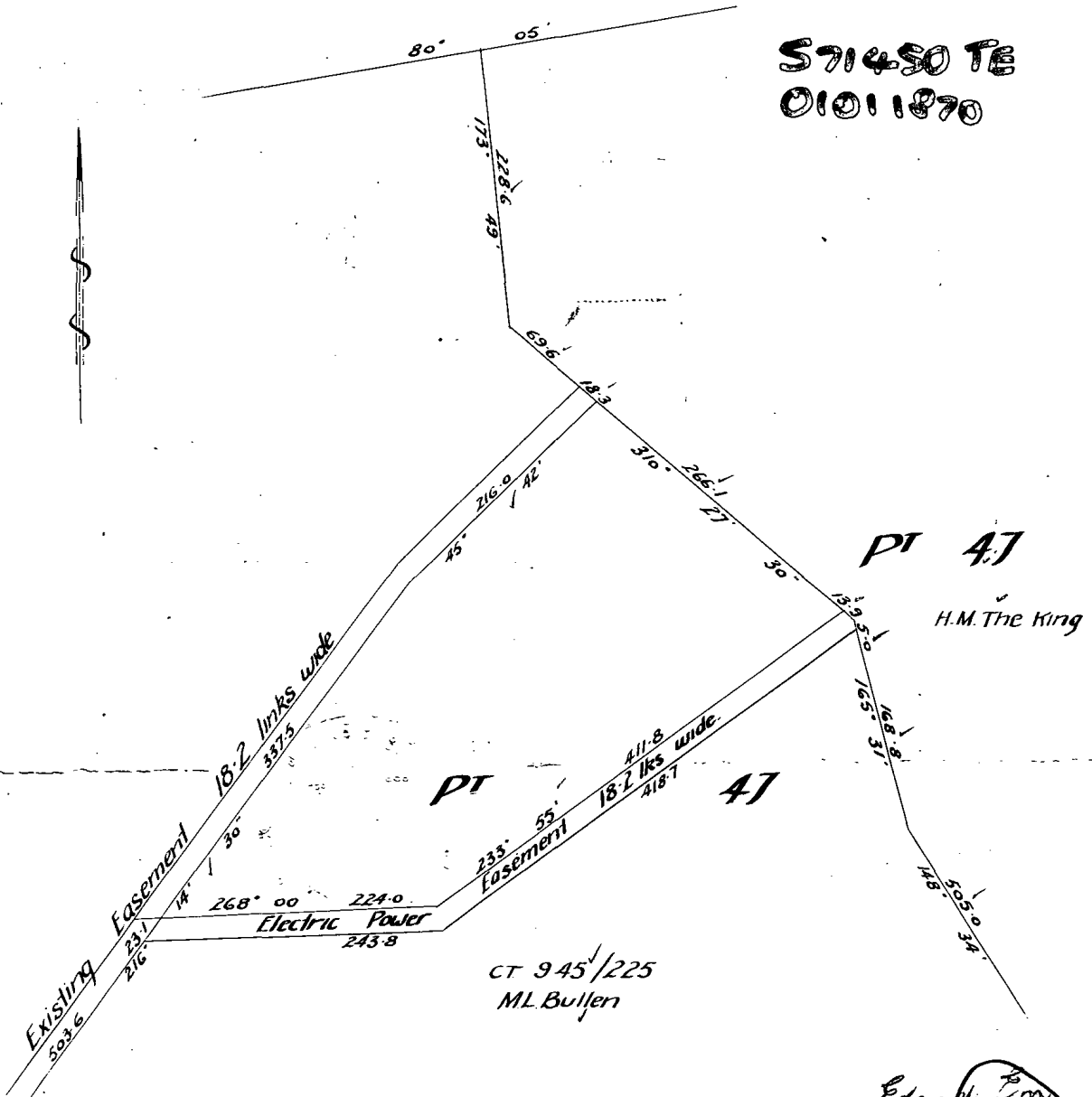
as Grantor \_\_\_\_\_

in the presence of \_\_\_\_\_

*M. L. Bullen*

*J. P. Coulter*  
*Asst. Public Relations Officer*  
*Blackland.*

S 71450 TE  
O 1011870



CT 945/225  
ML Bullen

*Edmund Egan*  
 Correct  
 Draughtsman  
 1/14/86

XV Otahuhu S.D.

**PLAN OF EASEMENT THROUGH PT. ALLOT. 47**  
**PARISH OF PAPA KURA**

SCALE : 1 Chain to an inch.

*W.E. Giffels Regd Surveyor*

No. 571450

TRANSFER OF EASEMENT

1/1  
Certificate that the value of the easement  
collected hereby is of the value of less than £50  
Correct for the purposes of the Land Transfer Act.

*a. J. Ford*  
Solicitor for the Transferee

CONSENT.

THE AUCKLAND SAVINGS BANK hereby consents to the grant of the within easement without prejudice to its rights powers and remedies under and by virtue of Memorandum of Mortgage No. 348979.

DATED this 13th day of March 1956.

THE COMMON SEAL of THE AUCKLAND SAVINGS BANK was hereunto affixed by order of the Board of Trustees thereof in the presence of:-

..... *W. J. Ross* ..... TRUSTEE  
..... *J. S. [Signature]* ..... MANAGER

MURRAY LLOYD BULLEN Grantor  
Transferor

THE AUCKLAND ELECTRIC POWER BOARD Grantee  
Transferee

Particulars entered in the Register-Book  
945/225  
the 28th day of March 1956  
at 10.55 o'clock



*J. Brundage*  
Assistant District Land Registrar  
of the District of Auckland.

Appeared before me at Auckland, the 12th day of March, 1956, Edgar Stanley Coulter of Auckland Assistant Public Relations Officer, a person known to me and of good repute, attesting witness to this Instrument, and acknowledged his signature to the same, and did further declare that Murray Lloyd Bullen the party executing the same, was personally known to him, the said Edgar Stanley Coulter and that the signature of this said Instrument is in the handwriting of the said Murray Lloyd Bullen.



REGISTERED IN TRIPLICATE

*Further 2/- request*

LAND & DEEDS  
Nature: Easement  
Firm: Nicholson, Gribbin, Rogerson & Co.  
Time: 28 MAR 1956  
Fee: 1/-  
Abstract No. 10820

LAND & DEEDS  
Nature: Easement  
Firm: Nicholson, Gribbin, Rogerson & Co.  
Time: 12 APR 1956  
Fee: 2/-  
Abstract No. 163.

NICHOLSON, GRIBBIN, ROGERSON & CO.  
SOLICITORS,  
AUCKLAND.  
Solicitors for the Transferee



619143TR  
01011870  
(New Zealand)

# Memorandum of Transfer

**I,** W H E R E A S RAYMOND CATER VERNER of Papakura Horse Trainer  
(hereinafter with his executors administrators and assigns called  
"the Transferor") , 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 all that piece of land containing 49 acres 2 roods 33 perches more or less being part of Lot 3 on Deposited Plan No. 13350, being portion of Allotment 39 Parish of Papakura and the residue of the land comprised and described in Certificate of Title Volume 313 folios 130 Auckland Registry SUBJECT to easement in favour of the Auckland Electric Power Board created by Transfer No. 361590, to fencing agreement in Transfer No. 573270 and to Mortgages Numbers ~~400899~~ and 426247 AND WHEREAS the Transferor has for valuable consideration agreed to grant to THE BODY CORPORATE called THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF AUCKLAND a municipal corporation duly constituted under the provisions of the Municipal Corporations Act 1954 (hereinafter with its successors and assigns called "the Transferee") as and in the nature of an easement in gross for ever the right to lay and maintain water pipes and mains through under and across that part of the said land being the piece of land of uniform width of 15.15 links shown coloured yellow on the plan hereon (hereinafter called "the said land") and to convey water through the same for and in connection with the waterworks system of the Transferee NOW THEREFORE in pursuance of the premises the Transferor DOTH HEREBY TRANSFER AND GRANT unto the Transferee in perpetuity an easement in gross to convey water through under and across the said land and for that purpose the full free and uninterrupted right liberty authority and license from time to time and at all times hereafter to lay construct relay reconstruct cleanse repair and maintain a water pipeline and main or any number of water pipelines and mains of such size and type as the Transferee shall think fit through the said land and for such purposes by its engineers surveyors servants agents employees workmen and contractors to enter upon and to pass and repass over the said land with or without horses or vehicles laden or unladen and materials machinery and implements to make on the said land any cuttings fillings grades batters or trenches and to reopen any such trenches and to lay construct place remove relay reconstruct cleanse repair and maintain any water pipes and mains or lay lift repair and relay any substitutional or additional pipes and mains and to do all and singular upon through under or across the said land such acts deeds matters and things as the Transferee its engineers surveyors servants agents employees workmen or contractors may consider necessary or desirable for or in any wise in connection with the laying constructing placing inspecting removing relaying reconstructing cleansing repairing and maintaining or using such water pipes and mains and the transmission of water through under and across the said land AND IN CONSIDERATION of the foregoing grant by the Transferor, the Transferee DOTH HEREBY COVENANT with the Transferor that it will:-

- (a) So far as practicable lay and relay such pipes and mains at a depth of not less than eighteen inches below the surface of the said land.
- (b) At all times repair and maintain all such pipes and mains as may be laid or constructed through under and across the said land in pursuance of these presents in a good and efficient state of repair for the purposes for which the same are designed and will prevent the same from becoming a nuisance.
- (c) Cause as little damage as possible to the surface of the said land.
- (d) Repair and make good all damage to fences gates or drains in upon or around the said land caused by the carrying out by the transferee of any of the works hereinbefore mentioned.
- (e) At the cost of the Transferee restore the surface of the said land as nearly as possible to its former condition or state and, as may be necessary, replace the soil thereof with the surface and turf thereof adjusted and consolidated to the appropriate level, and if necessary resow the same in suitable grasses not only immediately upon the said pipeline but also on either side thereof to the full extent that the soils shall have been disturbed in the course of the said works.
- (f) Either remove all surplus spoil or spread the same over the said land and adjoining land of the Transferor as may be agreed upon between the Transferor and the Transferee.

- (g) As an alternative to its obligations under the foregoing subclauses (e) and (f) hereof and in lieu of carrying out the work of reinstatement thereby envisaged, at its sole option pay and compensate the Transferor for all damage caused to the said land in carrying out any such works.
- (h) Pay and compensate the Transferor for all damage caused by any such works to any cultivation crop of any kind for the time being sown or growing, or in the course of harvesting on the said land.

AND for the consideration aforesaid the Transferor DOE HEREBY CONSENT with the Transferee:-

- (a) That he will not at any time hereafter do permit or suffer any act whereby the rights powers licences and liberties hereby granted to the Transferee may be interfered with or affected, or whereby the said pipelines and mains may be interfered with or damaged.
- (b) Nothing herein contained or implied shall be deemed to compel the Transferee to convey water through the said pipes and mains, and the Transferee may from time to time discontinue the conveyance of water through the same at will.

IN WITNESS WHEREOF these presents have been executed this 17<sup>th</sup> day of May One thousand nine hundred and fifty-eight.

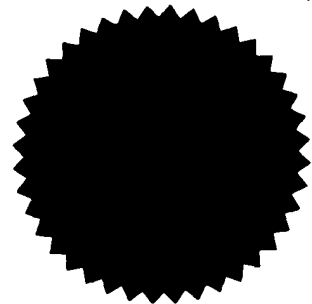
SIGNED by RAYMOND CATER VERNER ; R. C. Verner  
in the presence of:-

Beames  
Blunk & Sobie Sons  
Solitors  
Papakura

THE COMMON SEAL of THE BODY CORPORATE )  
called THE MAYOR COUNCILLORS AND )  
CITIZENS OF THE CITY OF AUCKLAND was )  
hereto affixed pursuant to a )  
resolution passed at a meeting of the )  
Auckland City Council held on the )  
17<sup>th</sup> day of May 1959 )  
in the presence of )

G. S. Smith Mayor

J. J. Williams Town Clerk.



I, MAUD EVA KING of Papakura, Widow, the Mortgagee of the within described land under and by virtue of Memorandum of Mortgage Number 426247 DO HEREBY CONSENT to the within written grant of easement.

DATED this 2<sup>nd</sup> day of May 1959.

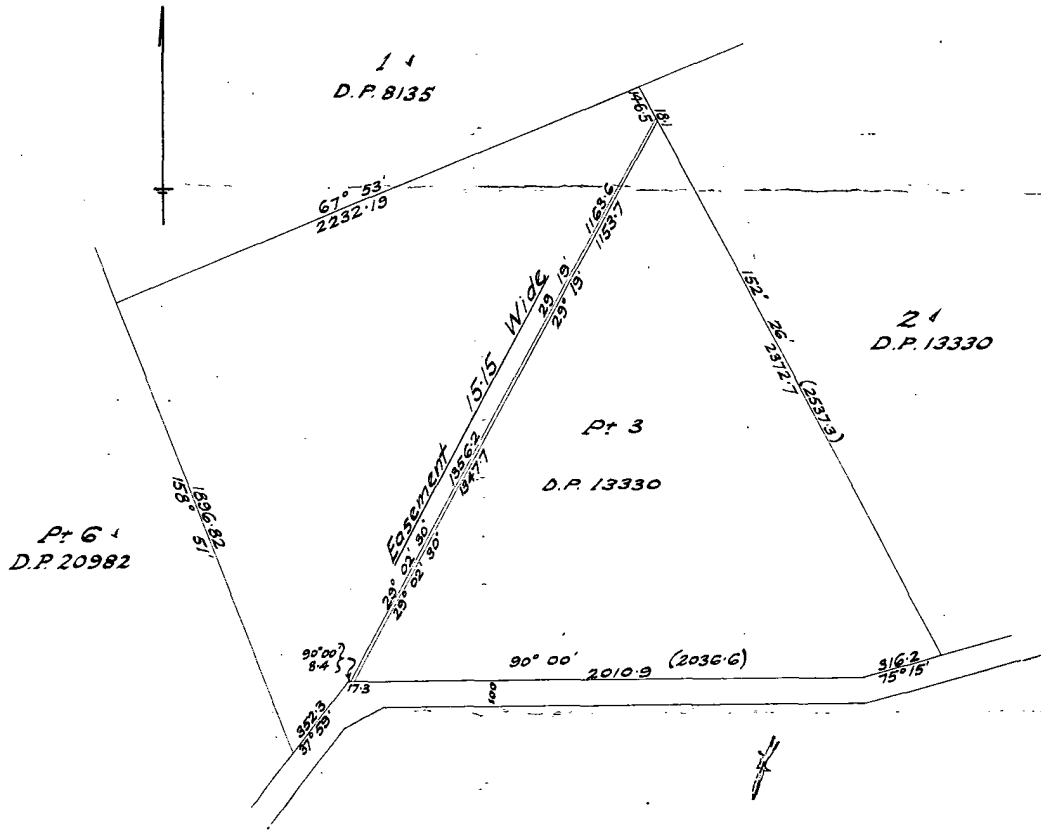
SIGNED by the said MAUD )  
EVA KING as Mortgagee . )  
in the presence of:- )

M. E. King

Beames  
Blunk & Sobie Sons  
Solitors  
Papakura

27/12/58

619143 TE  
01011870



Comprised in C.T.3/3/30(P)

PT LOT 3, D.P. 13330, BEING PT. ALLOT. 39, PAPA KURA PARISH

Scale - 5 chains to an inch

*[Signature]*  
 30.10.59

*[Signature]*  
 Registered Survey  
 27/11/57

619143

No.

TRANSFER of  
(by way of water easement)

Correct for the purposes of the Land Transfer Act.

RAYMOND CARTER VENNOR

Transferor

AUCKLAND CITY COUNCIL

Transferee

*[Signature]*  
Solicitor for Transferee.

THIS DEED IS IN TRIPLICATE

Particulars entered in the Register-Book, Vol. 313

Fol. 130

the 15<sup>th</sup> day of April

1959, at 11.30 o'clock.



*[Signature]*  
Assistant Land Registrar of the  
District of Auckland

*Transfer*  
*Butler White*  
15 APR 1959  
Time 11.20  
Date 1.4.59  
No. 337

BUTLER, WHITE & HANNA,  
SOLICITORS,  
AUCKLAND.



643116-1 TE

Approved by the District Land Registrars: North Auckland 4216:75, South Auckland H.008115:1974, Canterbury 957769, Marlborough 75777, Gisborne 112239.8, Hawkes Bay 303053, Taranaki 217464.4, Wellington A038044, Westland 45631.

# MEMORANDUM OF TRANSFER

TRANSFEROR

WILLIAM ALEXANDER McKEE of Ardmore, Farmer

being registered as proprietor of an estate set out in the schedule below subject to such encumbrances, liens, and interests as are notified by memorandum underwritten or endorsed hereon, in all that piece of land described in the schedule below.

## SCHEDULE A

Land Registry: North Auckland

C.T. or Document Ref.	Estate	Area	Lot No. & D.P. or other Legal Description
24D/699	fee simple	5.1073 hectares	Lot 3 on Deposited Plan 11032 and being part Allotment 32 Parish of Papakura

C.T. or Document Ref.

Encumbrances, liens, interests, and appurtenances

**SUBJECT** to water supply easement in favour of Lots 1 and 2 Plan 11032 set out in Easement Certificate

**TRANSFER, MORTGAGE, LEASE, ASSIGNMENT and AGREEMENT**  
 stamped with duty of \$1000 on 11/2/77  
 \$..... on .....  
*EBK*  
 Dist. Commissioner of Inland Revenue

in consideration of the sum of \$ 62,000.00

paid to the transferor by RANGINUI WILLIAM BIDOIS of Papakura, Real Estate Salesman

(hereinafter called the transferee) the receipt of which sum the transferor hereby acknowledges the transferor hereby transfers to the transferee all the estate and interest of the transferor in the land above described.

IN WITNESS WHEREOF these presents have been executed this 1st day of October 19 75.

SIGNED by the above-named WILLIAM ALEXANDER McKEE

) *W. A. McKee*  
)  
)

in the presence of

*D. S. Kie,  
Solicitor,  
Manurewa*

22 III 77 7468

- 000,000.40 PPY.

LT26

D.I. Stamp Duty HW

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N.B. On no account should this margin be used

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**MEMORANDUM OF TRANSFER**

*Transfer correct for the purposes of the Land Transfer Act*

*CRG*

of

*(Solicitor for) the transferee*

*I hereby certify that this transaction does not contravene the provisions of Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952.*

W.A. McKEE ..... Transferor

R.W. BIDOIS ..... Transferee

*(Solicitor for) the transferee*

*N.B. On no account should this margin be used*

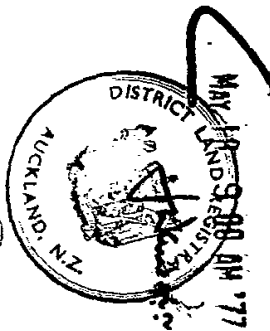
*N.B. On no account should this margin be used*

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

District .....  
Assistant Land Registrar  
of the District of .....

*① T  
\$10  
CT 242/699  
herath*

**RICE CRAIG SIMPSON GRAY & CO.,  
SOLICITORS  
PAPAKURA.**



**6431164  
242/699  
DISTRICT LAND REGISTRY  
AUCKLAND NO. 3**





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **680583**  
**Land Registration District** **North Auckland**  
**Date Issued** 22 June 2016

**Prior References**  
NA576/100

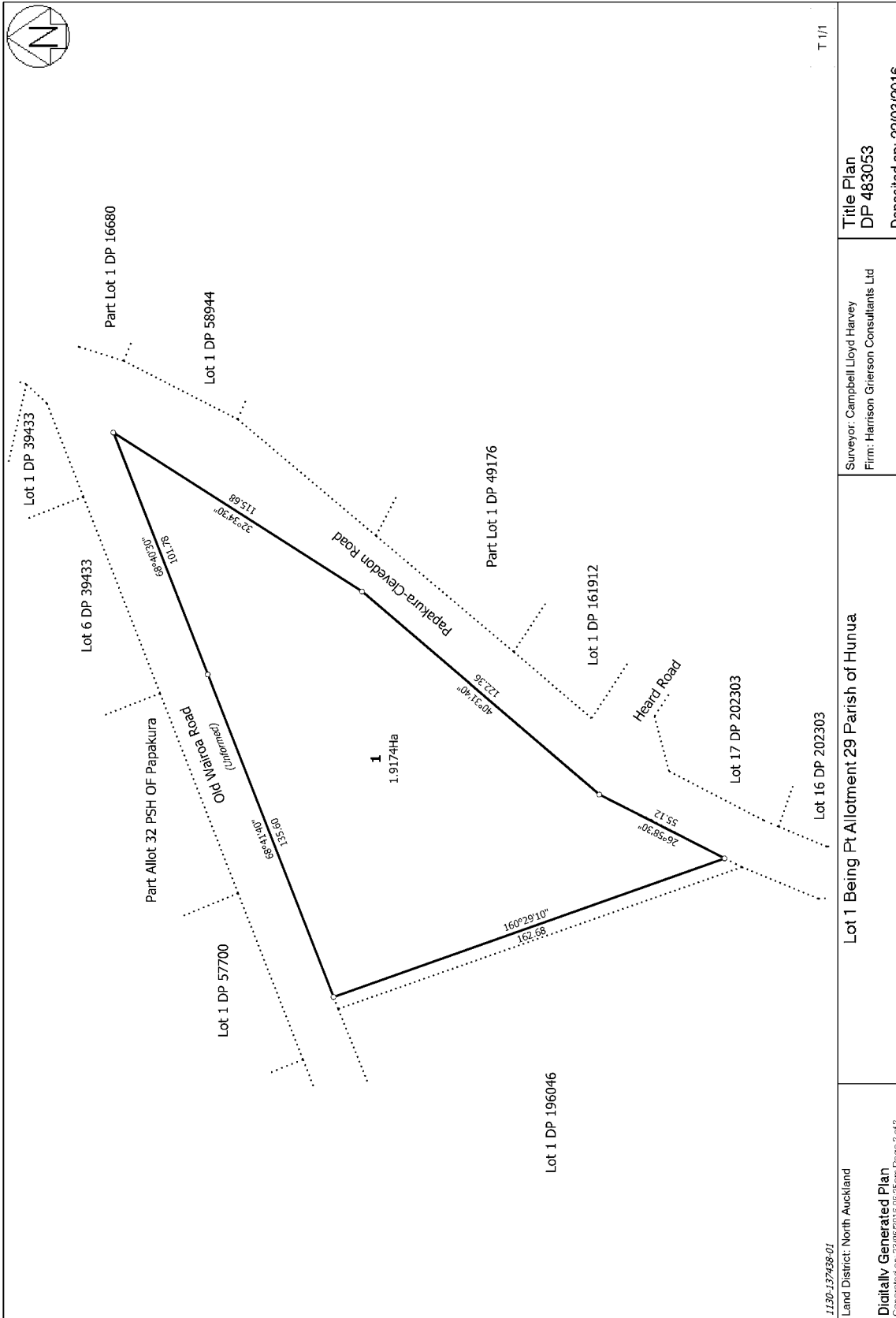
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**Estate** Fee Simple  
**Area** 1.9174 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 483053

**Registered Owners**  
Papakura Clevedon Road Development Limited

---

**Interests**  
5966198.3 Mortgage to ASB Bank Limited - 14.4.2004 at 9:00 am  
7810331.1 Variation of Mortgage 5966198.3 - 9.5.2008 at 9:00 am



860770-3TE

R. 60(1)

L.V.P. 16

ORDER OF LAND VALUATION COMMITTEE

In the Land Valuation Tribunal at Auckland

In the ~~Supreme~~ <sup>High</sup> Court of New Zealand

(Administrative Division)

No. L.V.P. 214/80

District  
Registry

IN THE MATTER of an application  
under the Land Settlement Promotion and Land  
Acquisition Act 1952 for consent to a **sale**  
of land

Between EDWARD CHARLES ATTWOOD and CLIFFORD STUART LYON Vendor/~~Lessor~~

and WARREN FOWLER Purchaser/~~Lessee~~

BEFORE THE AUCKLAND LAND VALUATION TRIBUNAL COMMITTEE

On reading the application of EDWARD CHARLES ATTWOOD and CLIFFORD STUART LYON  
for **CONSENT to a sale**

in respect of the land described in the schedule hereto

~~\*And on hearing-~~

Auckland Land Valuation Tribunal

IT IS ORDERED that\*(the consent of the ~~Administrative Division of the Supreme Court of New Zealand~~ be granted to the transaction \*pursuant to Part II (or Part HA or under both Part II and Part HA) of the Land Settlement Promotion and Land Acquisition Act 1952:

~~upon or subject to the following conditions-~~

SCHEDULE

An estate in fee simple being all that parcel of land containing 5.1382 hectares more or less being Lot 1 Deposited Plan 11032 and being part of Allotment 32 Parish of Papakura and being all the land comprised and described in Certificate of Title Volume 24D Folio 408 (North Auckland Registry)

Dated at Auckland this 24<sup>th</sup> day of June 19 80



High District  
Sealed at the office of the ~~Supreme~~ Court at  
this 30<sup>th</sup> day of July 19 80.

Solicitors for the applicant: Wood Ruck Gibbs & Green

M. S. WEBBY  
(Deputy) Registrar.

M. S. WEBBY  
(Deputy) Registrar.

\*Delete where not applicable.

### MEMORANDUM OF TRANSFER

EDWARD CHARLES ATTWOOD of Auckland, company director and CLIFFORD STUART LYON of Auckland, company director,  
being registered as proprietor of an estate in fee simple, as tenants in common in equal shares,  
in the land described in the schedule hereto and subject to such encumbrances liens and interests as are therein set out.

Registration District: North Auckland Schedule:

AREA	LOT AND DEPOSITED PLAN	LOCALITY	OTHER DESCRIPTION	TITLE REF.	
				Vol.	Fol.
5.1382 hectares more or less	LOT 1 DEPOSITED PLAN 11032	Manukau City	All Certificate of Title	24D	408

Vol.	CT Fol.	ENCUMBRANCES
		24D

In Consideration of the sum of ONE HUNDRED AND FORTY-FIVE THOUSAND DOLLARS (\$145,000-00c) (including chattels valued at \$7,000-00c)

paid to them by JOHN WARREN FOWLER of Auckland, Company Director,

(receipt of which sum is hereby acknowledged).

Do hereby Transfer to the said

John Warren Fowler

all their estate and interest in the said piece(s) of land above described

In witness whereof these presents have been executed this  
4th day of July 19 80.

Signed by the above named EDWARD CHARLES ATTWOOD and  
CLIFFORD STUART LYON

in the presence of

*Edward Charles Attwood*  
*Clifford Stuart Lyon*  
15 VII 80 4760 - 001,380.00 011  
*Charltonmen*  
Solicitor  
Auckland

N.B. On no account should this margin be used

N.B. On no account should this margin be used

No.

I hereby certify that this transaction does not contravene the provisions of Part 11A of the Land Settlement Promotion and Land Acquisition Act 1952.

# TRANSFER OF

freehold  
in Manukau City

SOLICITOR FOR THE TRANSFEREE

Correct for the purposes of the Land Transfer Act.

..... E.C. ATTWOOD and C.S. LYON ..... *Transferor*

SOLICITOR FOR THE TRANSFEREE

..... JOHN WARREN FOWLER ..... *Transferee*

*Particulars entered in Register as shown in the Schedule of Land herein on the date and at the time stamped below.*

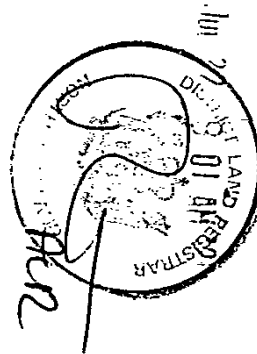
.....  
*District Registrar* North Auckland  
*Assistant of the District of*

③ SF T  
\$10

WOOD RUCK GIBBS & CO.,  
SOLICITORS,  
OTAHUHU,  
Auckland, 6.

Solicitor for the Transferee

THE LAW SOCIETY OF THE DISTRICT OF AUCKLAND



DIS.RICT LAND REGISTRY  
AUCKLAND NO. 7

244/466

860770.3



(Approved by the Registrar-General of Land, Wellington, No. 228594.2)

(Approved by the District Registrar, Auckland, No. 4203/74)

(New Zealand)

862347-7T6

Under the Land Transfer Act, 1952

12 IX 79 08 02  
000001-00 DIA  
(C)

# Memorandum of Transfer

WHEREAS HAROLD GEORGE DAVIS of Alfriston Farmer (hereinafter called "the Transferor")

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 Land District of North Auckland containing FIRST ~~63 acres 3 roods 15 perches~~ 25.8366 ha (~~63 a. 3 r. 15 p.~~)

more or less being Lot 4 of Allotment 61 of the Parish of Papakura being all the land comprised in Certificate of Title Volume 583 Folio 131 North Auckland Registry limited as to parcels and subject to Electricity Easement created by Transfer 602434 and to Rating Act Certificates Numbers ~~294454~~, 41129.4, 624176.3, and 550000.3. Limited as to parcels

SECONDLY all that parcel of land containing 14.7790 hectares more or less being Lot 2 and Part Lot 3 on Deposited Plan 24148 and being Part Allotment 50 Parish of Papakura and being all the land comprised in Certificate of Title Volume 43B and Folio 37 North Auckland Registry subject to Fencing Covenant in Transfer 252188 and Section 351(D)(E) of the Municipal Corporations Act 1954 (in this Transfer called "the servient tenement")

AND WHEREAS GRANT STEVEN SMURTHWAITE of Auckland Printer and SUZANNE SMURTHWAITE his wife (hereinafter called "the Transferees") are registered proprietors of all that parcel of land containing ~~1.6560~~ hectares more or less being Lot 1 on Deposited Plan 81758 and being part Allotment 50 Parish of Papakura being all the land comprised in Certificate of Title Volume 38C Folio 162 North Auckland Registry subject to Fencing Covenant in Transfer 252188 and subject to Fencing Covenant in Transfer 543102.4 and subject to Auckland Savings Bank 543102.5 and subject to Memorandum of Mortgage to Australian and New Zealand Banking Group Limited 554463.1 and subject to Mortgage to Australian and New Zealand Banking Group Limited 741979.1 and subject to Rating Certificate 549998.2 (hereinafter "the dominant tenement")

AND WHEREAS the Transferors have for the consideration hereinafter appearing agreed to grant to the Transferees an Easement appurtenant to the dominant tenement the right to convey water from Burnside Road and for all that purpose to lay and maintain a line of water pipe across the servient tenement to the boundary between the servient 25 millimeters in diameter.

tenement and the dominant tenement

NOW THEREFORE in pursuance of the agreement and in consideration of the sum of ONE DOLLAR (\$1.00) paid by the Transferees to the Transferor (the receipt whereof is hereby acknowledged) the Transferor doth hereby transfer and grant to the Transferees the full free and uninterrupted right liberty and privilege following to be an Easement subject as hereinafter appears wherever purtenant to the dominant tenement: -

1. To convey water through those parts of the servient tenement marked A, B, C (in this Transfer called "the servient land") on the plan attached hereto by means of pipes.
2. To lay place and maintain at a uniform depth of up to 0.5 metres or thereabouts from the ~~service~~ <sup>surface</sup> in and under the soil of the servient land ~~the~~ line of water pipes to the boundary between the servient tenement and the dominant tenement.
3. To enter upon the servient land with or without engineers workmen and with or without any necessary vehicles machines implements tools pipes and materials for the purpose of laying maintaining repairing and from time to time renewing the said pipeline and opening the soil of the servient land as may be necessary.

AND THE TRANSFEREES HEREBY COVENANT WITH THE TRANSFERORS AS FOLLOWS: -

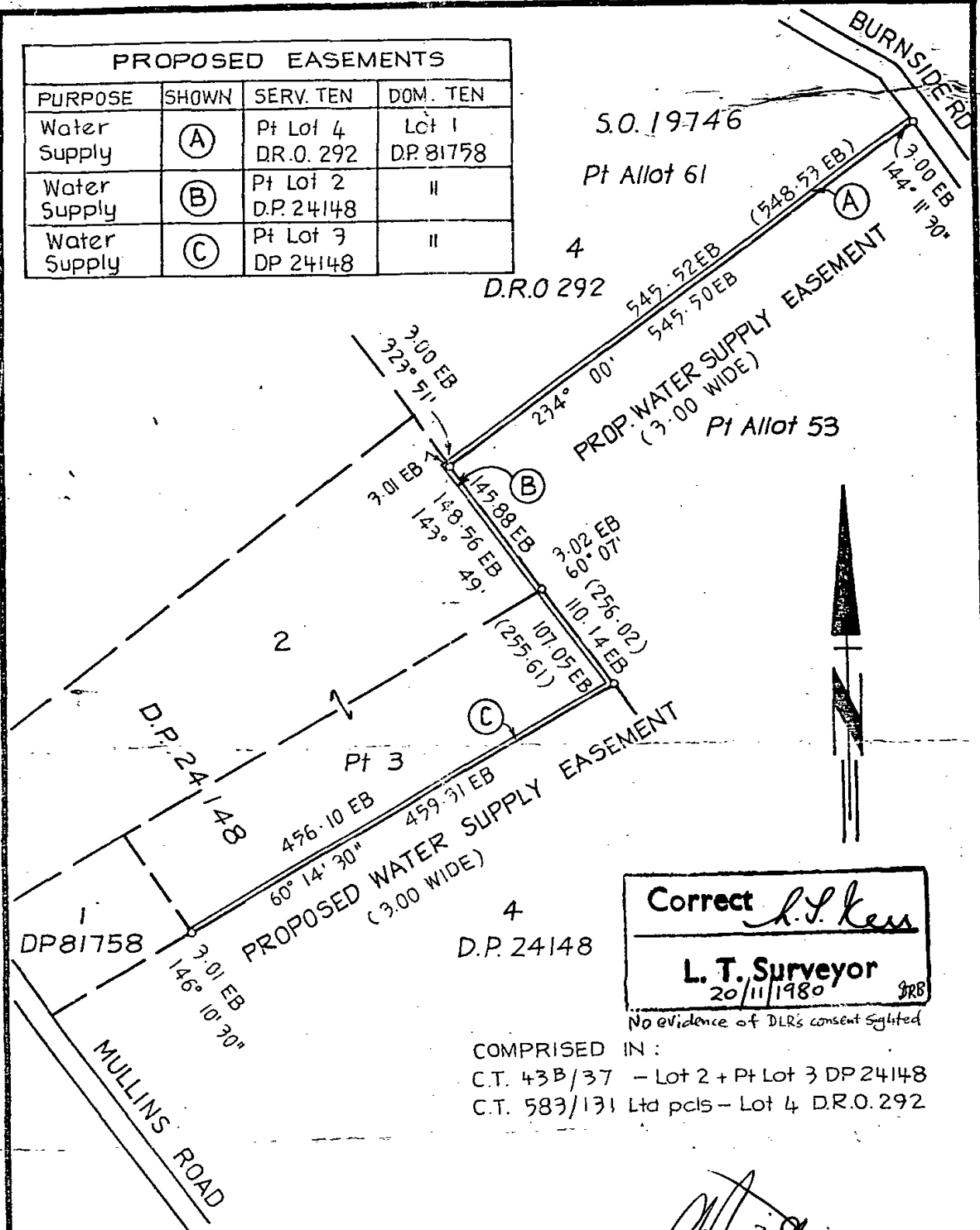
- A. The Transferees and their engineers and workmen in the exercise of all or any of the rights hereby granted shall cause as little damage as possible to be done to the ~~service~~ <sup>surface</sup> and freehold of the servient land and shall at the cost of the transferees effect all work with reasonable despatch and restore the said surface as nearly as possible to its then former condition or state as may be necessary shall replace the soil thereof with the surface and turf consolidated to its proper ~~levy~~ <sup>level</sup> and if necessary shall resow the soil in proper and suitable grasses with proper quantities of seed and manure for the full width and extent to which it has been disturbed or interfered with.
- B. The Transferees shall keep the pipes in good repair and shall not permit them to do damage of any kind or become a nuisance by bursting leakage or any cause whatsoever.
- C. The costs and expenses of so laying maintaining repairing and from time to time renewing the said pipeline and opening up the soil of the servient land and reinstating the soil of the servient land as hereinbefore provided shall be borne and paid by the Transferees.

AND THE TRANSFEROR HEREBY COVENANTS WITH THE TRANSFEREES THAT the Transferor shall not prevent interrupt or hinder or restrict: -

1. The free and unimpeded flow of water through the pipeline.
2. The full and free use and enjoyment by the Transferees of the rights and privileges hereby granted.

IT IS HEREBY AGREED AND DECLARED that the expressions "the Transferors" and "the Transferees" shall include their respective executors administrators and assigns.

PROPOSED EASEMENTS			
PURPOSE	SHOWN	SERV. TEN	DOM. TEN
Water Supply	(A)	Pt Lot 4 D.R.O. 292	Lot 1 D.P. 81758
Water Supply	(B)	Pt Lot 2 D.P. 24148	II
Water Supply	(C)	Pt Lot 3 D.P. 24148	II



Correct *L.T. Surveyor*  
**L. T. Surveyor**  
 20/11/1980 JRB

No evidence of DLR's consent sighted

COMPRISED IN :  
 C.T. 43B/37 - Lot 2 + Pt Lot 3 DP 24148  
 C.T. 583/131 Ltd pcls - Lot 4 D.R.O. 292

*[Handwritten signature]*

<b>PLAN SHOWING PROPOSED          WATER SUPPLY EASEMENT OVER</b> PT LOT 4 OF ALLOT 61, PARISH OF PAPA KURA AND PT LOTS 2 & 3 DP 24148. BEING PART ALLOT 50 PARISH OF PAPA KURA	<b>FRASER, THOMAS, GUNMAN, SHAW &amp; PARTNERS</b> CONSULTING ENGINEERS, REGISTERED SURVEYORS ARCHITECTS AND TOWN PLANNERS	
	DATE MARCH 1979	<b>80799</b>
	SCALE 1:5000 ✓	

~~In Consideration of~~

~~(the receipt of which sum is hereby acknowledged)~~

~~Do hereby Transfer --- to the said~~

~~all~~

~~estate and interest in the~~

~~said piece of land above described~~

In witness whereof these presents have been executed this

27<sup>th</sup>

day of

August

19 79.

Signed by the above named  
HAROLD GEORGE DAVIS  
as Transferor  
in the presence of

*[Signature]*  
Solicitor  
P. K. K. S. R.

*[Signature]*  
H. G. Davis

SIGNED by GRANT STEVEN  
SMURTHWAITE and SUZANNE  
SMURTHWAITE as  
Transferee in the  
presence of: -

*[Signature]*  
Wm. G. K. R.  
S. G. S. R.  
A. M. K. R.

*[Signature]*  
Grant Steven Smurthwaite  
Suzanne Smurthwaite

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act.

*[Handwritten Signature]*

Solicitor for the Transferee.

H.G. DAVIS

Transferor

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART 11A OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

*[Handwritten Signature]*

SOLICITOR FOR THE TRANSFEE

G.S. & S. SMURTHWAITE

Transferee

26449  
125 #2  
4

Particulars entered in the Registers set out in the Schedules herein at the day and hour endorsed below

Assistant Land Registrar  
of the District of

583/131=438/37

862347.9 Transfer granting a water supply easement over part herein appurtenant to Lot 1 Plan 81758 (C.T. 38C/162)-13.8.1980 at 12.00% A.L.R.

⇒ 38C/162

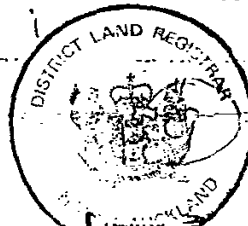
Appurtenant hereto is a water supply easement over part Lot 4. of Allotment 61 Parish of Papakura (C.T. 583/131) and part Lots 2 and 3 Plan 24148 (C.T. 438/37) created by Transfer 862347.9

A.L.R.

WEBB MORICE & PARTNERS  
SOLICITORS  
PUKEKOHE

Solicitors for the Transferee

THE LAW SOCIETY OF THE DISTRICT OF AUCKLAND  
Penrose Print—9501(S)



*[Handwritten Signature]*  
A.S.

DISTRICT LAND REGISTRY  
AUCKLAND NO. 7

583/131  
38C/162  
438/37

862347.9



(Approved by the Registrar-General of Land, Wellington, No. 228594.2)

(Approved by the District Registrar, Auckland, No. 4203/74)

(New Zealand)

862347.9 TE

Under the Land Transfer Act, 1952

# Memorandum of Transfer

WHEREAS HAROLD GEORGE DAVIS of Alfriston Farmer (in this Transfer called "the Transferor")

being registered as proprietor

xx

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 Land District of North Auckland containing ~~63 acres 3 roods 15 perches~~ 25.8366 ha

(~~63 a. 3 r. 15 p.~~)

more or less being Lot 4 of Allotment 61 of the Parish of Papakura and being all the land comprised in Certificate of Title Volume 583 Folio 131 North Auckland Registry limited as to parcels and subject to Electricity Easement created by Transfer 602434 and to Rating Act Certificates Numbers ~~294454.4~~, 41129.4, 624176.3, and 550000.3. (in this Transfer called "the servient tenement")

AND WHEREAS NEIL LEWIS MORGAN of Ardmore Farmer and LINETTE ALLISON MORGAN his wife (in this Transfer called "the Transferees") are registered proprietors of all that piece of land containing 14.7790 hectares more or less being Lot 2 and Part Lot 3 on Deposited Plan 24148 and being Part Allotment 50 Parish of Papakura being all of the land comprised in Certificate of Title Volume 43B Folio 37 North Auckland Registry subject to Fencing Covenant in Transfer 252188 and Section 351(3) of the Municipal Corporations Act 1954 (in this Transfer called "the dominant tenement")

AND WHEREAS the Transferor has for the consideration hereinafter appearing agreed to grant to the Transferees as an Easement appurtenant to the dominant tenement the right to convey water from Burnside Road and for that purpose to lay and maintain a line of water pipe 25 millimeters in diameter across the servient tenement to the boundary between the servient tenement and the dominant tenement.

NOW THEREFORE pursuant to the agreement and in consideration of the sum of ONE DOLLAR (\$1.00) paid by the Transferees to the Transferor (the receipt whereof is hereby acknowledged) the Transferor doth hereby transfer and grant to the Transferees the full free and uninterrupted right liberty and privilege following to be an easement subject as hereinafter appears forever appurtenant to the dominant tenement: -

1. To convey water through that part of the servient tenement marked A (in this transfer called "the servient land") on the plan attached hereto by means of pipes.
2. To lay place and maintain at a uniform depth of up to 0.5 metres or thereabouts from the surface in and under the soil of the servient land a line of water pipes to the boundary between the servient tenement and the dominant tenement.
3. To enter upon the servient land with or without engineers workmen and with or without any necessary vehicles machines implements tools pipes and materials for the purposes of laying maintaining repairing and from time to time renewing the said pipeline and opening up the soil of the servient land as may be necessary.

AND THE TRANSFEREES DO TH HEREBY COVENANT WITH THE TRANSFEROR AS FOLLOWS:-

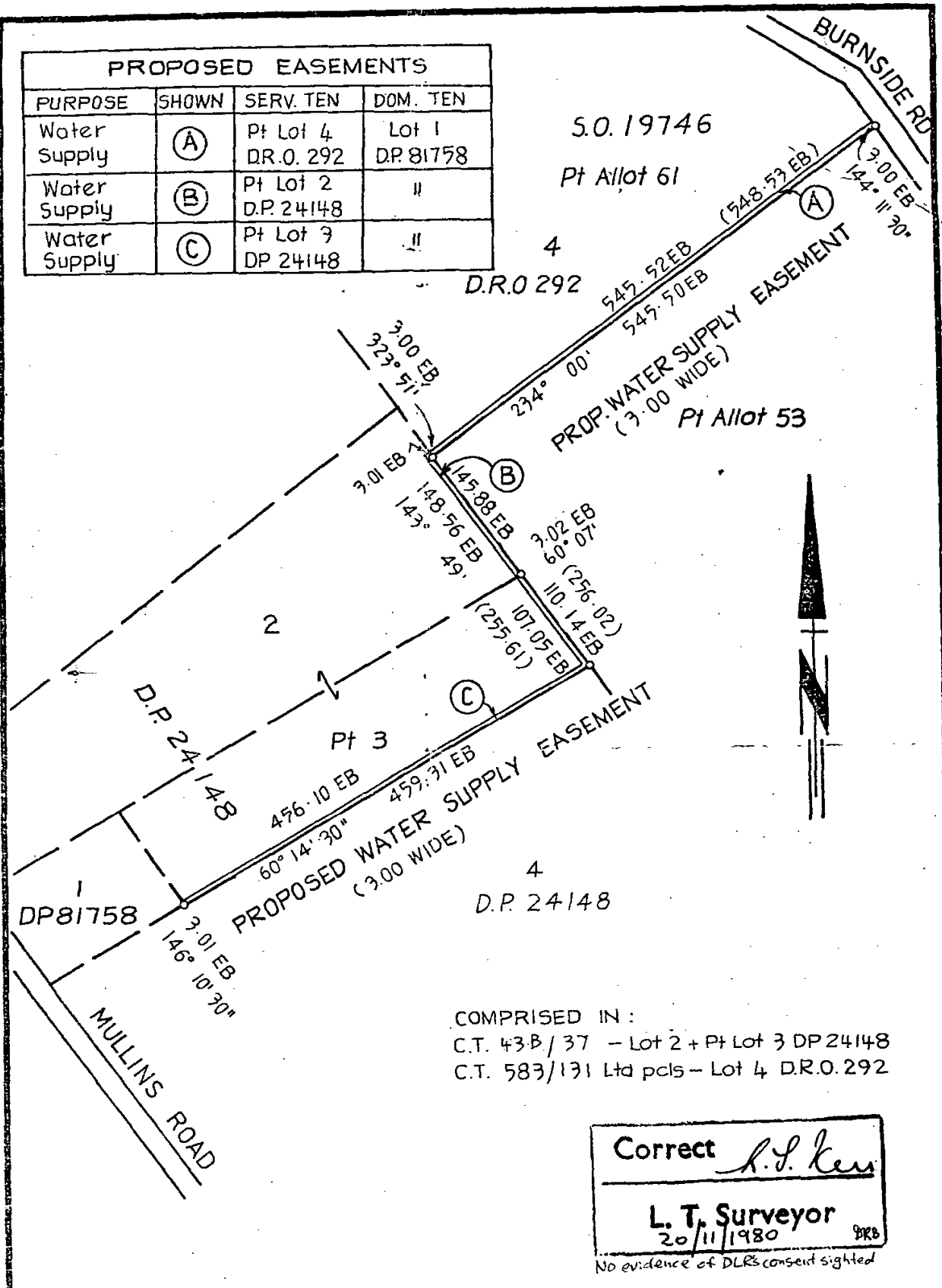
- A. The Transferees and their engineers and workmen in the exercise of all or any of the rights hereby granted shall cause as little damage as possible to be done to the service and freehold of the servient land and shall at the cost of the Transferees effect all work with reasonable despatch and restore the said surface as nearly as possible to its then former condition or state as may be necessary and shall replace the soil thereof with the surface and dirt consolidated to its proper level and if necessary shall resow the soil in proper and suitable grasses with proper quantities of seed and manure for the full width and extent to which it has been disturbed or interfered with.
- B. The Transferees shall keep the pipes in good repair and shall not permit them to do damage of any kind or become a nuisance by bursting leakage or any cause whatsoever.
- C. The cost and expenses of so laying maintaining repairing and from time to time renewing the said pipeline and opening up the soil of the servient land shall be borne and paid by the Transferees.

AND THE TRANSFEROR DO TH HEREBY COVENANT WITH THE TRANSFEREES that the Transferor shall not prevent hinder interrupt or restrict: -

1. The free and unimpeded flow of water through the pipeline.
2. The full and free use and enjoyment by the Transferees of the rights and privileges hereby granted.

IT IS HEREBY AGREED AND DECLARED that the expressions "the Transferor" and "the Transferees" shall include their respective executors administrators and assigns.

PROPOSED EASEMENTS			
PURPOSE	SHOWN	SERV. TEN	DOM. TEN
Water Supply	(A)	Pt Lot 4 DR.O. 292	Lot 1 D.P. 81758
Water Supply	(B)	Pt Lot 2 D.P. 24148	
Water Supply	(C)	Pt Lot 3 DP 24148	



S.O. 19746

Pt Allot 61

D.R.O 292

Pt Allot 53

D.P. 24148

COMPRISED IN :  
 C.T. 43B/37 - Lot 2 + Pt Lot 3 DP 24148  
 C.T. 583/131 Ltd pcls - Lot 4 D.R.O. 292

Correct *L.S. Ken*  
**L. T. Surveyor**  
 20/11/1980  
 No evidence of DLRs consent sighted

**PLAN SHOWING PROPOSED  
 WATER SUPPLY EASEMENT OVER**  
 PT LOT 4 OF ALLOT 61, PARISH OF PAPA KURA  
 AND PT LOTS 2 & 3 DP 24148 BEING PART  
 ALLOT 50 PARISH OF PAPA KURA

**FRASER, THOMAS, GUNMAN, SHAW & PARTNERS**  
 CONSULTING ENGINEERS, REGISTERED SURVEYORS  
 ARCHITECTS AND TOWN PLANNERS

DATE MARCH 1979  
 SCALE 1:5000

80799

~~In Consideration of~~

~~(the receipt of which sum is hereby acknowledged)~~

~~Do hereby Transfer --- to the said~~

~~all~~

~~estate and interest in the~~

~~said piece of land above described~~

In witness whereof these presents have been executed this 27<sup>th</sup> day of

*August*

19 79.

Signed by the above named

HAROLD GEORGE DAVIS  
as transferor  
in the presence of

*H G Davis*

*Witness  
Tukeloa*

SIGNED by NEIL LEWIS MORGAN  
and LINETTE ALLISON MORGAN  
as transferees in the  
presence of: -

*N Morgan*

*L Morgan*

*Neil Morgan  
Linette Morgan*

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act.

*[Handwritten Signature]*

Solicitor for the Transferee.

H.G. DAVIS ..... Transferor

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

*[Handwritten Signature]*

SOLICITOR FOR THE TRANSFEREE

N.L. & L.A. MORGAN ..... Transferee

26449  
25424

Particulars entered in the Registers set out in the Schedules herein at the day and hour endorsed below

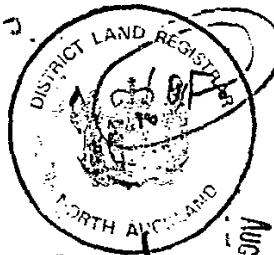
Assistant Land Registrar  
of the District of

⇒ 583/131

862347.10 Transfer granting a water supply easement over part herein appurtenant to Lot 2 and 3 Plan 24148 (C.T. 438/37) - 13 8 1980 at 12.04%

⇒ 438/37

Appurtenant hereto is a water supply easement over part Lot 4 of Allotment 61 Parish of Papakura (C.T. 583/131) created by Transfer 862347.10.



AUG 12 12 04 PM '80

DISTRICT LAND REGISTRY  
AUCKLAND NO. 3

583/131, 862347  
438/37

WEBB MORICE & PARTNERS  
SOLICITORS  
PUKEKOHE.

Solicitors for the Transferee

THE LAW SOCIETY OF THE DISTRICT OF AUCKLAND  
Penrose Print—9501(S)

*[Handwritten Signature]*  
ADS



905825.2 TE 2/26/67 m r \$1

Approved by the District Land Registrars: North Auckland 421775. South Auckland H.021029/1974. Canterbury 964771. Marlborough 77665. Gisborne 114178. Hawkes Bay 308258. Taranaki 218164.3. Wellington 057254.1 Westland 46475.3.

# MEMORANDUM OF TRANSFER

WHEREAS DOROTHY ALICE HALL of Ardmore Post and Telegraph Department Employee (hereinafter called "the party hereto of the first part")

being registered as the 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 all that piece of land containing

7 acres 2 roods 12 perches

be the same a little more or less being part Lot 1 on Deposited Plan No. 50029 and being all of the land comprised and described in Certificate of Title Volume 10A Folio 136 (North Auckland Registry) SUBJECT TO Mortgage No. A382136 (hereinafter called "the servient land")

AND WHEREAS AUDREY JOAN BYERS of Papakura, married woman (hereinafter called "the party hereto of the second part") is registered as proprietor of an estate in fee simple in all that parcel of land containing 14 acres 22.7 perches more or less being part Lot 1 on Deposited Plan No. 50029 and being all of the land comprised and described in Certificate of Title Volume 9A Folio 1276 (North Auckland Registry) (hereinafter called "the dominant land")

AND WHEREAS the parties hereto are desirous of granting the respective rights and easements and of entering into the respective covenants hereinafter set forth

NOW THIS TRANSFER WITNESSETH as follows:-

1. IN pursuance of the premises and in consideration of the several covenants on the restrictive parts of the part of the second part hereinafter contained (as is hereby acknowledged) the party of the first part doth hereby transfer and grant unto the party of the second part the full free-uninterrupted and unrestricted right, liberty and privilege for the party of the second part, his servants, tenants, agents, workmen, Licensees and invitees (in common with the party of the first part, his tenants and any other person lawfully entitled so to do) from time to time by day and by night to go pass and repass, with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery and implements of any kind, over and along that part of the servient lands shown marked with the letter "A" on Deposited Plan No. 89055 (North Auckland Registry) (hereinafter called "the said plan") to the intent that the Easement so created shall be forever appurtenant to the dominant tenement.

2. IT is hereby covenanted by each and every one of the parties hereto as follows:

2a) The party hereto of the first part shall in no way be responsible

0000000000  
5107  
0000000000

Servient

Dominant

N.B. On no account should this margin be used

N.B. On no account should this margin be used

RUNNING

DA  
A.G.B.  
[Handwritten initials and marks]

for any maintenance or repair of the said right of way all of which works and continuing expenses shall be the sole responsibility of the party hereto of the second part PROVIDED \* ~~HOWEVER that in the event of the party hereto of the first part using the said right of way or any portion thereof for vehicular movement then he shall be liable for a proportion of all future maintenance or repair based on his use thereof as calculated in proportion to the use thereof by the party hereto of the second part.~~

(b) The costs of an incidental to preparation stamping and registration of this transfer and grant together with the costs of preparation of the said plan shall be borne and paid by the party hereto of the second part.

2. THE several rights and obligations hereby created shall enure to the benefit of and shall bind the appropriate party hereto and their respective executors administrators and assigns.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ -1978

IN CONSIDERATION OF the sum of

paid to ===== by ==

the receipt of which sum ===== hereby acknowledge ===== DO ===== HEREBY TRANSFER to the said

PROVIDED HOWEVER that in the event of the party hereto of the second part no longer needing to use the easement hereby created then the party of the second part all ===== estate and interest in the said piece ===== of land will take such steps as are necessary to release and discharge the said easement at the cost of the party of the second part.

PROVIDED FURTHER that in the event of the party hereto of the first part transferring leasing or otherwise assigning her rights and interest in the servient land then the expenses of maintenance repair and up-grading of the right-of-way shall be borne equally by the dominant land and the servient land and any dispute arising or resulting thereto shall be referred to arbitration in accordance with the Arbitration Act 1908 or any amending or replacement Act.

N.B. On no account should this margin be used

N.B. On no account should this margin be used

A.G.B.  
[Handwritten initials]

N.B. On no account should this margin be used

IN WITNESS WHEREOF these presents have been executed this 13<sup>th</sup> day of November 1978

Signed by the abovenamed DOROTHY ALICE HALL

*D. A. Hall*

as transferor in the presence of:

Witness's Signature

*[Handwritten signature]*

Occupation

Address

SIGNED by the said AUDREY JOAN BYERS  
in the presence of:

) *A. J. Byers*  
)  
)

SIGNED by the said ERIC WILLIAM RUNNING  
and THELMA BOWENE RUNNING in the presence  
of:

) *J. R. Running*  
)  
)

*[Handwritten signatures: Eric William Running and Thelma Bowene Running]*

N.B. On no account should this margin be used

**MEMORANDUM OF TRANSFER**

*Transfer correct for the purposes of the Land Transfer Act*

of

*(Solicitor for) the transferee*

*I hereby certify that this transaction does not contravene the provisions of Part II A of the Land Settlement Promotion and Land Acquisition Act 1952.*

..... Transferor

..... Transferee

*(Solicitor for) the transferee*

NOTAMPROFIT

N.B. On no account should this margin be used

N.B. On no account should this margin be used

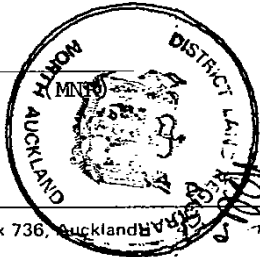
Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

District Land Registrar Assistant of the District of .....

IF YES \$10 CT 10A-136 10A-20720 9A-1276 herewith

10A/136 9A/1276

RICE CRAIG GRAY & CO Solicitors, PAPA KURA



NOV 20 12 01 PM '79

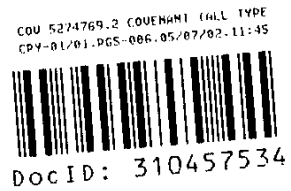
L.T.O. 905825



DEED dated the 16TH day of August 2001

**PARTIES**

- 1. ARDMORE AIRPORT LIMITED ("Covenantor")
- 2. ARDMORE AIRPORT LIMITED ("Covenantee")



**RECITAL OF FACTS**

- A. The Covenantor is registered as proprietor of the estate described in the first schedule ("Servient Land").
- B. The Covenantee is registered as proprietor of the estates described in the second schedule ("Dominant Land").
- C. The Covenantor has agreed with the Covenantee to accept restrictions upon the Servient Land for the benefit of the Dominant Land.

**COVENANTS**

- 1. The Covenantor for itself and its successors in title to the Servient Land hereby covenants and agrees with the Covenantee and its successors in title to the Dominant Land, that the Covenantor will henceforth and at all times hereafter observe and perform the stipulations and restrictions contained in the Third Schedule to the end and intent that each of the stipulations and restrictions shall, in the manner and to the extent prescribed, forever enure for the benefit of, and be appurtenant to, the whole of the Dominant Land and every part thereof.
- 2. This deed shall be registered against the estate described in the First Schedule by the Covenantor forthwith following execution, and the provisions of this deed shall run forever in favour of the registered proprietor of the Dominant Land or any part thereof from time to time.

**FIRST SCHEDULE**

(Servient Land)

Certificate of Title	Lot and Deposited Plan Number
31C/493	Lots 1 and 2 DP18228

## SECOND SCHEDULE

(Dominant Land)

Certificate of Title	Lot and Deposited Plan Number
118B/694	Lot 1 DP190833
60A/721	Lot 1 DP107840
60A/722	Lot 2 DP107840
105A/441	Lot 22 DP171923
105A/442	Lot 41 DP171923
106C/574	Lot 200 DP173738
106C/575	Lot 201 DP173738
106C/576	Lot 202 DP173738
106C/577	Lot 203 DP173738
106C/578	Lot 204 DP173738
106C/579	Lot 205 DP173738
106C/580	Lot 206 DP173738
106C/581	Lot 207 DP173738
106C/582	Lot 208 DP173738
106C/583	Lot 209 DP173738
106C/584	Lot 300 DP173739
106C/585	Lot 301 DP173739
106C/586	Lot 302 DP173739
106C/587	Lot 303 DP173739
106C/588	Lot 304 DP173739
106C/591	Lot 307 DP173739
106C/592	Lot 1 DP173740
106C/593	Lot 2 DP173740
106C/594	Lot 3 DP173740
106C/595	Lot 4 DP173740
106C/596	Lot 5 DP173740
106C/597	Lot 6 DP173740
106C/598	Lot 7 DP173740
106C/599	Lot 8 DP173740
106C/600	Lot 9 DP173740
106C/601	Lot 11 DP173740
106C/602	Lot 13 DP173740
106C/603	Lot 10 DP173741
106C/604	Lot 14 DP173741
106C/605	Lot 15 DP173741
106C/606	Lot 16 DP173741
106C/607	Lot 17 DP173741
106C/608	Lot 18 DP173741
106C/609	Lot 19 DP173742
106C/610	Lot 20 DP173742
106C/611	Lot 21 DP173742
106C/612	Lot 25 DP173742
106C/613	Lot 30 DP173742
106C/614	Lot 31 DP173742
106C/615	Lot 32 DP173742
106C/616	Lot 33 DP173742
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106C/618	Lot 35 DP173742
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106C/620	Lot 37 DP173742
106C/621	Lot 38 DP173742
106C/622	Lot 26 DP173743
106C/623	Lot 27 DP173743
106C/624	Lot 28 DP173743
106C/625	Lot 29 DP173743

106C/626	Lot 39 DP173743
106C/627	Lot 40 DP173743
106C/628	Lot 42 DP173743
106C/629	Lot 43 DP173743
106C/630	Lot 44 DP173743
106C/631	Lot 45 DP173743
106C/632	Lot 46 DP173743
106C/633	Lot 47 DP173743
106C/634	Lot 48 DP173743
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110D/576	Lot 95 DP179798
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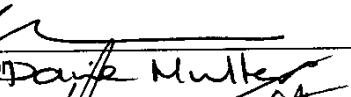

110D/581	Lot 115 DP179798
110D/582	Lot 116 DP179798
110D/583	Lot 117 DP179798
110D/584	Lot 118 DP179798
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110D/586	Lot 120 DP179798
110D/587	Lot 121 DP179798
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110D/622	Lot 133 DP179799
110D/623	Lot 134 DP179799
110D/624	Lot 135 DP179799
110D/625	Lot 136 DP179799
110D/626	Lot 137 DP179799
110D/627	Lot 138 DP179799
110D/628	Lot 139 DP179799
110D/629	Lot 140 DP179799
110D/630	Lot 305 DP179799
110D/631	Lot 306 DP179799

**THIRD SCHEDULE**

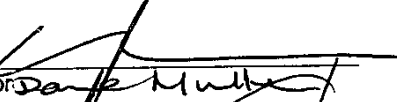
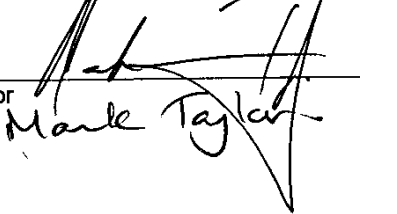
The Covenantor shall not at any time object in any way:

- (a) to the use of the Dominant Land as an airport (utilised by both fixed wing aircraft and helicopters); or
- (b) to any activities on the Dominant Land normally carried out on, in relation to, or in conjunction with an airport.

**SIGNED by the Covenantor**            ]  
**ARDMORE AIRPORT LIMITED**        ]  
by:    ]

Director   
Director 

**SIGNED by the Covenantee**        ]  
**ARDMORE AIRPORT LIMITED**        ]  
by:    ]

Director   
Director 

**DEED OF LAND COVENANT**

relating to

**BETWEEN ARDMORE AIRPORT LIMITED**

Covenantor

**AND ARDMORE AIRPORT LIMITED**

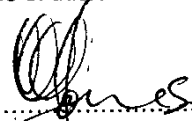
Covenantee

Correct for the purposes of the Land Transfer Act

  
\_\_\_\_\_  
Solicitor for the Covenantee

TO: The DLR

Please note the covenants contained in the within deed of land covenant against the certificates of title referred to in the first schedule of this deed

  
.....  
Solicitor for the Covenantee

**BURTON & CO  
SOLICITORS  
AUCKLAND**



DocID: 310457539

IN THE MATTER OF

Section 221 of the Resource  
Management Act 1991

BETWEEN

ARDMORE AIRPORT LIMITED  
of Wellington

Registered Proprietors

AND

THE PAPAKURA DISTRICT  
COUNCIL

The Council

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

In the Matter of Lots 2 and 3 on Deposited Plan 206430  
being subdivision of Pt Lots 1 and 2 DP 18228

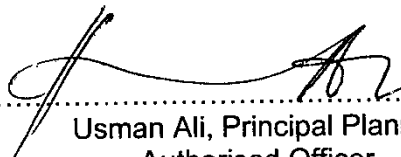
PAPAKURA DISTRICT COUNCIL, the Territorial Authority having jurisdiction in respect of the above land, hereby gives notice that subdivision consent is granted subject to the following conditions being complied with as to Lots 2 and 3 on Deposited Plan 206430:

- (a) That residential buildings, residential ancillary buildings, garages, swimming pools, paved tennis courts but excluding lawn tennis courts and gardens, be restricted to the residential curtilage area shown on the title as covenant area 'A' and 'B'.

PAPAKURA DISTRICT COUNCIL, the Territorial Authority having jurisdiction in respect of the above land, hereby gives notice that subdivision consent is granted subject to the following conditions being complied with as to Lot 3 on Deposited Plan 206430:

- (a) That the recommendations made in the geotechnical report prepared by Harrison Grierson Consultants Limited reference 23.07243.1 dated October 2000 shall be strictly adhered to.

Dated at Papakura this 29<sup>th</sup> day of May 2002

  
.....  
Usman Ali, Principal Planner  
Authorised Officer

Our File Ref: 16/00/070  
P - 41-57 Mullins Road

**TRANSFER**  
Land Transfer Act 1952

**T 5497910.1 Transfer**

Cpy - 01/01, Pgs - 009, 21/02/03, 17:19



DocID: 310754401

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.

**46922**

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

**All**

Transferor Surnames must be underlined or in CAPITALS and Grantor

**Warren Franklin SIMPSON**

Transferee Surnames must be underlined or in CAPITALS and Grantee

**Terry Richard RUDDELL and Elizabeth Kathrine RUDDELL**

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 a right to drain storm water continued on page 3 annexure schedules**

Consideration



**\$265,000**

Operative Clause

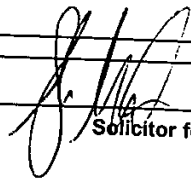
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this **11** day of **November 2002**

Attestation

	Signed in my presence by the Transferor Signature of Witness
	
Signature, or common seal of Transferor	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name <b>CM Simpson</b>
	Occupation <b>Law Clerk</b>
	Address <b>Papakura</b>

Certified correct for the purposes of the Land Transfer Act 1952

  
Solicitor for the Transferee

# Annexure Schedule

7

TRANSFER

Dated

11-11-02

Page

1

of

6

Pages



## Restrictive Covenants

1. The Transferees, for themselves and their executors and successors in title covenant:
  - (a) That they are aware that the existing water easement in respect of the town water supply pipeline on the instant property along the northern roadside boundary is for a width of 2 metres therefrom; and
  - (b) That it is for the sole benefit and use of the adjacent property of the Transferors; and
  - (c) In respect thereof they covenant that they will henceforth not cause the water supply to be interrupted at any time hereafter.
- 2.
- 2.1 The Transferees for themselves and their successors in title hereby covenants with and for the benefit of the Transferor his successors in title and the Burnside Road community for the purposes of creating a building scheme to take effect from the date of signing of this agreement and continuing thereafter until 31<sup>st</sup> day of December 2025 after which date this covenant shall be of no further effect:
  - (a) Not to erect any building other than a new dwelling house (or houses where permitted by the Papakura District Council) (including garages and such other buildings which would normally be appurtenant to a dwelling house and any such dwelling house shall have a floor area of not less than 160m<sup>2</sup>.
  - (b) To complete any buildings within 12 months of laying down the foundations for such buildings.
  - (c) Not to permit the property to be occupied or used as a residence unless the buildings on the property have been substantially completed in accordance with this covenant and the buildings meet the requirements of the local authority.
  - (d) Not to place on the land any form of temporary accommodation (eg caravan etc) other than a builder's shed for the purpose of the builder's usual day to day use. Such shed is to be removed upon completion of the dwelling.
  - (e) Not to erect any fences using galvanised iron or any sheet metal products.
  - (f) To keep and maintain in a neat and tidy condition the property and the Council owned land between the front boundary and the road kerb and in particular not permit or suffer any rubbish to accumulate or be placed upon the land. In the event that the Transferees shall fail to comply with the provisions of this Clause the Transferor may at his option enter upon the property for the purpose of remedying such breach and all costs of so doing shall be recoverable from the Transferees.

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

11-11-02

Page

2

of

3

Pages

7  
6

2.2 AND IF there should be any breach or non-observance of any of the foregoing covenants the Transferees will upon written demand being made by the Transferor or any of the registered proprietors of the lots:

- (a) Pay to the person making such demands as liquidated damages the sum of \$250.00 per day for every day that such breach or non-observance continues after the date upon which written demand has been made;
- (b) Remove or cause to be removed from the property any second hand or used dwelling, garage, carport, building or other structure erected or placed on the property in breach or non-observance of the foregoing covenants.

Attestation

As Transferee in the presence of:

KRISN. HOCKLEY  
Registered Legal Executive  
Fellow New Zealand Institute of Legal Executives Inc  
Fortune Manning Auckland  
Authorised to take Statutory Declarations

Terry Richard RUDELL

Elizabeth Kathrine RUDELL

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

11-11-02

Page

3

of

7

Pages

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

**EASEMENT: RIGHT TO DRAIN STORMWATER**

**Further Recitals**

**Definitions:**

3A In this transfer "storm water" is water

3. The Transferees shall have the right to drain storm water from the rooves of buildings on the Dominant Tenement over agreed portions of that part of the Transferor's land being Lot 2, DP 311910 marked "J" and "G" on the said plan contained in Certificate of Title 46923 to be forever appurtenant to the land transferred pursuant to the following rights and powers permitting the Transferees:-

3.1 to convey or drain stormwater from the roofs of buildings on the Dominant Tenement, at all times in a free and unimpeded flow

[A] when contained in a pipeline to be layed at the agreed location as described in Clause 4.2; and

[B] to convey the water into the existing drain on the Servient Tenement.

3.2 to install a pipeline in the area approved in writing by the Transferor to a depth agreed upon;

3.3 to maintain the water capacity of the pond or lake on the dominant Tenement as required in the local territorial authority's building approvals when building approvals were obtained (or as later amended by any further requirements, if any, made by it in that regard);

3.4 to enter on to the Servient Tenement (at such times, upon such notice and by such route as is reasonable in the circumstances) with any tools, equipment, machinery and vehicles as are necessary and to remain there for any reasonable time and to dig up the soil of the servient land to the extent necessary and reasonable, for the purpose of installing the pipeline,

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

11-11-02

Page

4

of

7

Pages

Continuation of estate or interest or easement to be created:

[A] conditional on the Transferee:

- (1) causing as little disturbance as is reasonably possible to the surface of the Servient Tenement and
- (2) undertaking to promptly restore the surface of the Servient Tenement as nearly as possible to its original condition and
- (3) shall restore any other consequential damage to the Servient Tenement.

[B] The Transferee acknowledges that prior to commencement of work pursuant to this easement they have been notified that the said easement area where this pipeline is to be installed is adjacent to a proposed lake area on the Servient Tenement and that it is intended by the Transferor that the lake is to be bordered by planting of trees on the Servient Tenement.

**GENERAL COVENANTS**

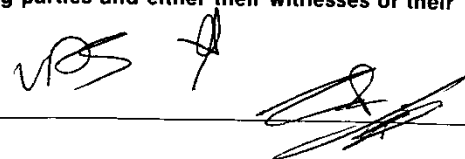
4. The grant of the rights contained herein shall be forever appurtenant to the dominant tenement.
5. No power is implied for the Transferor to terminate the rights contained herein for breach of any provision in this transfer by the Transferees or for any other cause it being the intention of the parties that the rights will continue forever unless surrendered.

**Conditions:**

6. The Transferees acknowledges that the right to convey stormwater along the pipeline and existing drain in the easement area is for the sole purpose of conveying stormwater collected from the roofed areas of buildings on the Dominant Tenement only (and not to generally drain the dominant tenement or any other land) and is on the following conditions:-

- 6.1 That the said water is stored in a separate catchment pond or lake on the dominant tenement approved by the territorial authority 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 11-11-02

Page 5 of 7 Pages

Continuation of estate or interest or easement to be created:

- [A] the overflow from which shall be vented to disperse the collected principally at approved levels into the adjacent protected bush area (but in a manner that it will not cause damage to the native bush), and
- [B] with the outflow operating into the Easement Area operating in the nature of an overflow, engineered at an approved height above the normal catchment area of the catchment point, into the pipeline to be constructed, linking with the existing drain on the easement area, and
- [C] which pond or lake on the Servient Tenement shall at all times be kept thoroughly watertight so that it does not leak onto the Servient Tenement nor into the proposed lake when built on the Servient Tenement.

**Costs: Pipeline**

- 6.2 That the costs of construction and maintenance of this easement pipeline on the easement area (only), up to, and into, the existing drain, shall be at the sole expense in all things of the Transferees and their successors in title and shall be strictly maintained at all times in good order and repair.

**Costs: Existing drain on easement area:-**

- 6.3 That the costs of maintaining the existing drain, (whether it is kept as an open drain or covered as a fully enclosed drain), shall be equally shared by the Transferor and the Transferees and their successors in title.

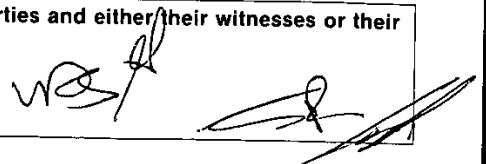
**Costs: Roadside drain:**

- 6.4 That the costs of maintaining the drain along the roadside boundary of the dominant tenement, shall be the Transferees and their successors in title, and shall be strictly maintained at all time to ensure an unimpeded flow.

**Annual review:**

- 6.5 That the parties will annually review what maintenance needs to be carried out.

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

11-11-02

Page

6

of

7

Pages

Continuation of estate or interest or easement to be created:

**Mediation and Arbitration provisions:**

7. If any outstanding issues arise between the Transferor and Transferees concerning the rights created by this transfer the parties shall enter into negotiations in good faith to resolve any outstanding issues. If the dispute is not resolved within one month of the date on which the parties begin their negotiations:
- 7.1 the parties shall submit to mediation by an LEADR trained mediator at the parties' joint cost, and
  - 7.2 if a mediated settlement is not reached, the parties will submit it to the arbitration of an independent arbitrator appointed jointly by the parties.
  - 7.3 If either the mediator or the arbitrator, as the case may be, cannot be agreed upon within 14 days in each case, the mediator and or arbitrator shall be appointed by the President for the time being of the Auckland District Law Society.
  - 7.4 Any 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 transfer shall be deemed a submission to arbitration.

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 11-11-02

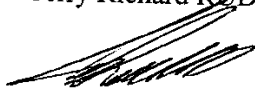
Page 7 of 7 Pages

[continued]

Further Attestation

As Transferees in the presence of:

Terry Richard RUDELL




Elizabeth Kathrine RUDELL

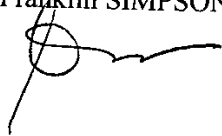


Further attestation

As Transferor in the presence of:



Warren Franklin SIMPSON



CMSimpson  
Law Clerk  
Papakura

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

GT - 46922

OT - \$128.00

Law Firm Acting
<b>FORTUNE MANNING</b> <b>AUCKLAND</b>

Auckland District Law Society  
REF: 4135 /2

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

DEED dated the 1st day of NOVEMBER 2004 2008

**PARTIES**

- 1. CHRISTOPHER SNELSON ("Covenantor")
- 2. ARDMORE AIRPORT LIMITED ("Covantee")

**COV 6228272.2 Covenan**  
 Cpy - 01/01, Pgs - 006, 24/11/04, 14:10  
  
 DocID: 311686722

**RECITAL OF FACTS**

- A. The Covenantor is registered as proprietor of the estate described in the first schedule ("Servient Land").
- B. The Covantee is registered as proprietor of the estates described in the second schedule ("Dominant Land").
- C. The Covenantor has agreed with the Covantee to accept restrictions upon the Servient Land for the benefit of the Dominant Land.

**COVENANTS**

- 1. The Covenantor for itself and its successors in title to the Servient Land hereby covenants and agrees with the Covantee and its successors in title to the Dominant Land, that the Covenantor will henceforth and at all times hereafter observe and perform the stipulations and restrictions contained in the Third Schedule to the end and intent that each of the stipulations and restrictions shall, in the manner and to the extent prescribed, forever enure for the benefit of, and be appurtenant to, the whole of the Dominant Land and every part thereof.
- 2. This deed shall be registered against the estate described in the First Schedule by the Covenantor forthwith following execution, and the provisions of this deed shall run forever in favour of the registered proprietor of the Dominant Land or any part thereof from time to time.

**FIRST SCHEDULE**

(Servient Land)

Certificate of Title	Lot and Deposited Plan Number
49B/892	Lot 3 Deposited Plan 92845

## SECOND SCHEDULE

(Dominant Land)

Certificate of Title	Lot and Deposited Plan Number
118B/694	Lot 1 DP190833
60A/721	Lot 1 DP107840
60A/722	Lot 2 DP107840
105A/18	Lot 1 DP171742
105A/441	Lot 22 DP171923
105A/442	Lot 41 DP171923
106C/574	Lot 200 DP173738
106C/575	Lot 201 DP173738
106C/576	Lot 202 DP173738
106C/577	Lot 203 DP173738
106C/578	Lot 204 DP173738
106C/579	Lot 205 DP173738
106C/582	Lot 208 DP173738
106C/583	Lot 209 DP173738
106C/584	Lot 300 DP173739
106C/585	Lot 301 DP173739
106C/586	Lot 302 DP173739
106C/587	Lot 303 DP173739
106C/588	Lot 304 DP173739
106C/591	Lot 307 DP173739
106C/592	Lot 1 DP173740
106C/593	Lot 2 DP173740
106C/594	Lot 3 DP173740
106C/595	Lot 4 DP173740
106C/596	Lot 5 DP173740
106C/597	Lot 6 DP173740
106C/598	Lot 7 DP173740
106C/601	Lot 11 DP173740
106C/602	Lot 13 DP173740
106C/603	Lot 10 DP173741
106C/604	Lot 14 DP173741
106C/605	Lot 15 DP173741
106C/606	Lot 16 DP173741
106C/607	Lot 17 DP173741
106C/608	Lot 18 DP173741
106C/609	Lot 19 DP173742
106C/610	Lot 20 DP173742
106C/611	Lot 21 DP173742
106C/612	Lot 25 DP173742
106C/613	Lot 30 DP173742
106C/614	Lot 31 DP173742
106C/615	Lot 32 DP173742
106C/616	Lot 33 DP173742
106C/617	Lot 34 DP173742
106C/618	Lot 35 DP173742
106C/619	Lot 36 DP173742
106C/620	Lot 37 DP173742
106C/621	Lot 38 DP173742
106C/622	Lot 26 DP173743
106C/623	Lot 27 DP173743
106C/624	Lot 28 DP173743
106C/625	Lot 29 DP173743
106C/626	Lot 39 DP173743
106C/627	Lot 40 DP173743
106C/628	Lot 42 DP173743

106C/629	Lot 43 DP173743
106C/630	Lot 44 DP173743
106C/631	Lot 45 DP173743
106C/632	Lot 46 DP173743
106C/633	Lot 47 DP173743
106C/634	Lot 48 DP173743
106C/635	Lot 49 DP173743
106C/636	Lot 50 DP173743
106C/637	Lot 51 DP173743
106C/638	Lot 52 DP173743
106C/639	Lot 53 DP173743
106C/640	Lot 54 DP173743
106C/641	Lot 55 DP173743
106C/642	Lot 56 DP173743
106C/643	Lot 57 DP173743
106C/644	Lot 58 DP173743
106C/645	Lot 59 DP173743
106C/646	Lot 60 DP173743
106C/647	Lot 61 DP173743
106C/648	Lot 62 DP173743
106C/649	Lot 63 DP173743
106C/650	Lot 64 DP173743
106C/651	Lot 65 DP173743
106C/652	Lot 67 DP173743
106C/653	Lot 68 DP173743
106C/654	Lot 69 DP173743
106C/655	Lot 70 DP173743
110A/129	Lot 71 DP178388
110A/130	Lot 72 DP178388
110A/131	Lot 73 DP178388
110A/132	Lot 74 DP178388
110A/133	Lot 75 DP178388
110A/134	Lot 76 DP178388
110A/135	Lot 77 DP178388
110A/136	Lot 78 DP178388
110A/137	Lot 79 DP178388
110A/138	Lot 80 DP178388
110A/139	Lot 81 DP178388
110A/140	Lot 82 DP178388
110A/141	Lot 83 DP178388
110A/142	Lot 84 DP178388
110A/143	Lot 85 DP178388
110D/567	Lot 86 DP179798
110D/568	Lot 87 DP179798
110D/569	Lot 88 DP179798
110D/570	Lot 89 DP179798
110D/571	Lot 90 DP179798
110D/572	Lot 91 DP179798
110D/573	Lot 92 DP179798
110D/574	Lot 93 DP179798
110D/575	Lot 94 DP179798
110D/576	Lot 95 DP179798
110D/577	Lot 96 DP179798
110D/578	Lot 97 DP179798
110D/579	Lot 113 DP179798
110D/580	Lot 114 DP179798
110D/581	Lot 115 DP179798
110D/582	Lot 116 DP179798
110D/583	Lot 117 DP179798

110D/584	Lot 118 DP179798
110D/585	Lot 119 DP179798
110D/586	Lot 120 DP179798
110D/587	Lot 121 DP179798
110D/588	Lot 122 DP179798
110D/589	Lot 123 DP179798
110D/590	Lot 124 DP179798
110D/591	Lot 125 DP179798
110D/592	Lot 126 DP179798
110D/593	Lot 127 DP179798
110D/594	Lot 128 DP179798
110D/595	Lot 129 DP179798
110D/596	Lot 141 DP179798
110D/597	Lot 142 DP179798
110D/598	Lot 143 DP179798
110D/599	Lot 144 DP179798
110D/600	Lot 145 DP179798
110D/601	Lot 146 DP179798
110D/602	Lot 147 DP179798
110D/603	Lot 148 DP179798
110D/604	Lot 98 DP179799
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110D/607	Lot 101 DP179799
110D/608	Lot 102 DP179799
110D/609	Lot 103 DP179799
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110D/615	Lot 109 DP179799
110D/616	Lot 110 DP179799
110D/617	Lot 111 DP179799
110D/618	Lot 112 DP179799
110D/619	Lot 130 DP179799
110D/620	Lot 131 DP179799
110D/621	Lot 132 DP179799
110D/622	Lot 133 DP179799
110D/623	Lot 134 DP179799
110D/624	Lot 135 DP179799
110D/625	Lot 136 DP179799
110D/626	Lot 137 DP179799
110D/627	Lot 138 DP179799
110D/628	Lot 139 DP179799
110D/629	Lot 140 DP179799
110D/630	Lot 305 DP179799
110D/631	Lot 306 DP179799
122A/944	Lot 8 DP192624
122A/945	Lot 9 DP192624
139B/167	Lot 206 DP211113
139B/168	Lot 207 DP211113

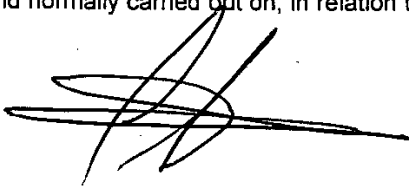
**THIRD SCHEDULE**

The Covenantor shall not at any time object in any way:

- (a) to the use of the Dominant Land as an airport (utilised by both fixed wing aircraft and helicopters); or
- (b) to any activities on the Dominant Land normally carried out on, in relation to, or in conjunction with an airport.

**SIGNED** by the Covenantor  
**CHRISTOPHER SNELSON**  
by:

] ] ]



\_\_\_\_\_  
Director *B.*



Witness signature

Witness name

**STEPHEN MATTHEW CAMERON TEMM**

**SOLICITOR**

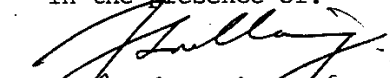
Witness occupation  
**PAKURA**

Witness address

**SIGNED** by the Covenantee  
**ARDMORE AIRPORT LIMITED**  
by:

] ] ]

In the presence of:

  
**PETER SWAIN**  
**MANAGER**  
**AUCKLAND.**

\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director/Authorised Signatory

**DEED OF LAND COVENANT**

relating to

**BETWEEN CHRISTOPHER SNELSON**

Covenantor

**AND ARDMORE AIRPORT LIMITED**

Covenantee

Correct for the purposes of the Land Transfer Act



\_\_\_\_\_  
Solicitor for the Covenantee

TO: The DLR

Please note the covenants contained in the within deed of land covenant against the certificates of title referred to in the first schedule of this deed



.....  
Solicitor for the Covenantee

BURTON & CO  
SOLICITORS  
AUCKLAND



# View Instrument Details

**Instrument No** 8497903.2  
**Status** Registered  
**Date & Time Lodged** 09 June 2010 12:36  
**Lodged By** Blackbourn, Tina May  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
114739	North Auckland
NA10A/136	North Auckland

---

**Annexure Schedule:** Contains 5 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 Christopher Maurice Lynch as Grantor Representative on 04/06/2010 08:49 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 Andrew Todd Franicevic as Grantee Representative on 09/06/2010 11:53 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)

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

**Grantor**

John Joseph Antunovich and Kathleen Eunice Antunovich
---

**Grantee**

Ardmore Airport Limited
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**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 <i>profit(s) à prendre</i> 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
Covenant		NA10A/136	114739

**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 \_\_\_\_\_]~~

Form L

Annexure Schedule

Page of Pages

Insert instrument type

[Empty rectangular box for instrument type]

**INTRODUCTION**

- A. The Grantor is registered as proprietor of the Servient Tenement.
- B. The Grantee is registered as proprietor of the Dominant Tenement.
- C. The Grantee operates the Ardmore Airport from the Dominant Tenement which results and is likely to result in Environmental Effects, which has and is likely to have consequences beyond the boundaries of the Dominant Tenement including upon the Servient Tenement.
- D. The Servient Tenement is identified as being subject to high levels of noise from operations at Ardmore Airport and the Grantor has accepted the Grantee's offer to make payment of a sum to be paid to the Grantee to enable the Grantee to mitigate the effects of such noise.
- E. In consideration of the Grantee's offer the Grantor has agreed with the Grantee to accept for itself and its successors in title to the Servient Tenement and any part or interest in the Servient Tenement an obligation not to object to Airport Activities or associated Environmental Effects in accordance with the terms of this Instrument.

**COVENANTS**

The Grantor for itself and its successors in title to the Servient Tenement, or any part of it hereby covenants, acknowledges and agrees with the Grantee as a covenant for the benefit of the Dominant Tenement that the Grantor will observe and perform all the stipulations and restrictions contained in Schedule B to the end and intent that each of the stipulations and restrictions shall, in the manner and to the extent prescribed forever enure for the benefit of and be appurtenant to the whole of the Dominant Tenement, every part thereof and any other land zoned or set aside for Airport Activities.

**SCHEDULE B  
(COVENANTS)**

- 1 Provided that the Grantee is acting within conditions and restrictions imposed on it in that regard under its designations and/or replacement designations and in accordance with the requirements of the relevant District Plan and/or replacement District Plans the Grantor covenants with the Grantee to observe at all times the following covenants given on the part of the Grantor:
  - 1.1 The Grantor and the occupiers of the Servient Tenement (from time to time) will not complain (directly or indirectly) about Aviation Activity or associated Environmental Effects at Ardmore Airport conducted in accordance and in compliance with AAL's Noise Management Plan, AAL's Operation Manual, Civil Aviation Authority's Rules and Regulations and the Civil Aviation Authority's publication "Good Aviation Practice" (or "GAP") at any time in respect of the Servient Tenement or in any other regard;
  - 1.2 The Grantor and the occupiers of the Servient Tenement (from time to time) shall not claim compensation in any manner whatsoever in relation to Aviation Activity or associated Environmental Effects at Ardmore Airport or in relation to the registration of this Instrument;
  - 1.3 The Grantor and the occupiers of the Servient Tenement (from time to time) at their own cost in all respects will at all times be responsible and comply with the requirements of the Papakura District Council (or relevant body that replaces this Council) to achieve noise attenuation within habitable rooms in the dwelling on the Servient Tenement as envisaged and/or referred to in the District Plan and/or replacement District Plans of the Papakura District Council (or relevant body that replaces this Council) which is or may become operative at any time;
  - 1.4 The Grantor and the occupiers of the Servient Tenement (from time to time) will not make nor lodge nor be a party to nor finance nor contribute to the cost of any submission, application or proceeding (under the Resource Management Act 1991) designed or intended to limit, prohibit or restrict in any way Aviation Activities or associated Environmental Effects with any relevant authority having jurisdiction over Aviation Activity at Ardmore Airport.
- 2 The parties agree that production of a copy of this Instrument to the Environment Court or any appropriate authority will be a complete defence to any complaint by the Grantor or any occupier of the Servient Tenement in relation to Aviation Activity or associated Environmental Effects. Such complaint will be deemed to be withdrawn on production of a copy of this Instrument.
- 3 The covenants contained in this Instrument shall run with the land and will be deemed an interest in land for the purposes of the Land Transfer Act 1952. This covenant will bind all transferees, assignees and successors in title, owners and occupiers of any estate or interest in the Servient Tenement.
- 4 If the Grantor breaches any of the terms contained in this Instrument the Grantee may at its sole discretion but not by limitation bring an action against the Grantor for specific performance of the terms of this Instrument and/or enforce their statutory rights.
- 5 If any dispute arises between the Grantee and the Grantor concerning the rights and obligations set out in this Instrument the parties will:
  - 5.1 Enter into negotiations in good faith to resolve the dispute;
  - 5.2 If the dispute is not resolved within one month of the date on which the parties begin their negotiations, submit the dispute to the arbitration of an independent arbitrator appointed jointly

by the parties;

5.3 If the parties cannot agree on that appointment within 14 days then the arbitration shall be carried out by an independent arbitrator appointed by the President of the New Zealand Law Society;

5.4 Such arbitration will be determined in accordance with the Arbitration Act 1996.

6 For the purposes of this Instrument the following words shall have the following meanings;

**Aviation Activities** means all customary commercial and leisure activities, works, uses and occupation carried on at or in the vicinity of Ardmore Airport at any time in accordance with prevailing practices and trends for the time being, whether involving the use of light or heavy machinery, aircraft, equipment, vehicles or otherwise including (without limitation):

6.1 The landing and take off of any aircraft;

6.2 The taxiing of aircraft associated with landing and take off and other surface movements of aircraft for the purpose of taking an aircraft from one part of the airport to another;

6.3 Aircraft flying along any flight path; or:

6.3.1 within the area designated for airport purposes within the District Plan from time to time;

6.3.2 in the Air Noise Boundaries shown in the District Plan from time to time; or

6.3.3 in the area of the Mandatory Broadcast Zone shown in the District Plan from time to time.

6.4 Engine testing.

6.5 Activities ancillary to or associated with any of the above whether conducted on the Dominant Tenement or elsewhere.

**Environmental Effects** includes, without limitation, noise and other effects arising from and ancillary to Aviation Activity on the Dominant Tenement.

7 The Grantor hereby covenants that it shall at all times hereafter save harmless and keep indemnified the Grantee from all proceedings, costs, claims and demands in respect of breaches by the Grantor of the covenants and restrictions contained and implied on behalf of the Grantor which occur while the Grantor is registered proprietor of the Servient Tenement.



# View Instrument Details

**Instrument No** 9964949.6  
**Status** Registered  
**Date & Time Lodged** 03 March 2015 13:23  
**Lodged By** Richards, Kay  
**Instrument Type** Easement Instrument



---

Affected Computer Registers	Land District
647737	North Auckland
647738	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

### Signature

Signed by Juanita Cassandra Maxwell as Grantor Representative on 03/03/2015 12:29 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 Juanita Cassandra Maxwell as Grantee Representative on 03/03/2015 12:29 PM

\*\*\* 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**

Leonard Evan Lipscombe and Margaret Ann Lipscombe

**Grantee**

Leonard Evan Lipscombe and Margaret Ann Lipscombe

**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 Water	"D" on DP 473510	Lot 1 DP 473510	Lot 2 DP 473510

**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] [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

<b>Instrument Type</b>	Caveat against dealings with land under Section 138 Land Transfer Act 2017
<b>Instrument No</b>	13461543.1
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	17 November 2025 17:18
<b>Lodged By</b>	Beveridge, Luke Lee

---

<b>Affected Records of Title</b>	<b>Land District</b>
NA134C/508	North Auckland

---

**Registered Owner**  
Chi Chung Yam

---

**Caveator**  
DNA MANAGEMENT LIMITED

---

**Estate or Interest claimed**  
Agreement for Sale and Purchase dated 20/08/2024 between the Registered Owner Chi Chung Yam as vendor and the Caveator DNA MANAGEMENT LIMITED as purchaser

---

**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**  
Queen City Law  
C/- Luke Beveridge  
law@queencitylaw.co.nz

---

**Address for Registered Owner**  
Chi Chung Yam  
New Zealand

---

**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

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



# View Instrument Details

## Signature

Signed by Luke Lee Beveridge as Caveator Representative on 17/11/2025 05:13 PM

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

(Approved by the District Land Registrar, Auckland, No. 3360)

(New Zealand)

(C)

Under the Land Transfer Act, 1952

## Memorandum of Transfer

WHEREAS GRAEME MORPETH of Papatoetoe, Sales Manager (who with his successors administrators and assigns is hereinafter termed "the .. Grantor") 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 those pieces of land situated in the Land District of Auckland containing EIGHT ACRES ONE ROOD .. TWENTY DECIMAL FIVE PERCHES (8 acres 1 rood 20.5 perches)

more or less being part of Lot 1 of Allotment 60 Parish of Papakura .. and being the residue of the land comprised and described in .. Certificate of Title Volume 601 Folio 51 Auckland Registry ~~subject to~~ (hereinafter called "the land firstly above described") *Mortgage A. 66 079*

AND WHEREAS REX GEORGE BYERS of Ardmore, Farmer (who with his .... successors administrators and assigns is hereinafter termed "the .. Grantee") 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 those .... pieces of land situated in the Land District of Auckland containing

- (a) TEN ACRES FOUR DECIMAL EIGHT PERCHES (10 acres 4.8 perches) .. more or less being Lot 1 on Deposited Plan Number 53384 and .. being all the land comprised and described in Certificate of .. Title Volume 4B Folio 238 Auckland Registry
  - (b) TEN ACRES FIFTEEN DECIMAL EIGHT PERCHES (10 acres 15.8 perches) more or less being Lot 2 on Deposited Plan Number 53384 and .. being all the land comprised and described in Certificate of .. Title Volume 4B Folio 239 Auckland Registry
  - (c) TEN ACRES ONE ROOD THREE DECIMAL THREE PERCHES (10 acres 1 ... rood 3.3 perches) more or less being Lot 3 on Deposited Plan .. Number 53384 and being all the land comprised and described in Certificate of Title Volume 4B Folio 240 Auckland Registry
  - (d) TEN ACRES TWO ROODS TWENTY-EIGHT DECIMAL SIX PERCHES (10 acres 2 roods 28.6 perches) more or less being Lot 4 on Deposited .. Plan Number 53384 and being all the land comprised and .. described in Certificate of Title Volume 4B Folio 241 Auckland Registry
  - (e) TEN ACRES THREE DECIMAL FIVE PERCHES (10 acres 3.5 perches) .. more or less being Lot 5 on Deposited Plan Number 53384 and .. being all the land comprised and described in Certificate of .. Title Volume 4B Folio 242 Auckland Registry (hereinafter call- ed "the land secondly above described") (the said lands A to E inclusive herein- after called "the land secondly above described" and subject to Mortgage No. 340540)
- AND WHEREAS by Agreement for Sale and Purchase dated the 21st day of October, 1964 made between the Grantor and AUDREY JOAN BYERS the Grantor for the consideration therein contained did undertake to .. execute an easement granting the Grantee the right to draw water .. from the said land firstly above described in the terms hereinafter set forth.

NOW THIS MEMORANDUM OF TRANSFER WITNESSETH as follows :

FOR consideration aforesaid and subject to the conditions herein-

after set forth the Grantor hereby grants to the Grantee the right to convey water for ordinary farming purposes, without waste, from the pump and tank and .. along the line coloured yellow on the plan endorsed hereon to the intent that the said right shall be forever appurtenant to the land of the Grantee secondly above described SUBJECT HOWEVER to the express conditions that the Grantee shall pay . to the Grantor a proportionate part of the electric power charges for the said .. pump plus a proportionate part of the repairs and maintenance of the said pump .. and all plant and fittings connected therewith such parts to be proportionate to the amount of water supplied and for this purpose two water meters are to be .. installed, one meter to record the supply to the land firstly above described ... owned by the Grantor and the other meter to record the supply to the land .. secondly above described owned by the Grantee. The cost of such meters is to be borne equally between the Grantor and the Grantee. The water is to be taken ... from the said pump without inconvenience to the Grantor by means of a 1 1/2" pipe ... that shall be taken along the line coloured yellow on the plan endorsed hereon. Should the water from the bore attached to the said pump dry up or be sufficient only for the reasonable requirements of the Grantor then the Grantor shall be ... under no liability or in any way responsible for such loss of supply or .. diminution of supply nor for any claim on account thereof by virtue of these .... presents.

- PROVIDED (1) that should the Grantee resubdivide any of the said lots secondly above described then this easement shall be surrendered in respect of such lot
- (2) that this easement shall be limited to one owner or occupier of each of the lots secondly above described such that the maximum number of suppliers from the said pump excluding the Grantor shall not exceed five.

IN WITNESS WHEREOF these presents have been executed this 26<sup>th</sup> day of March One thousand Nine hundred and Sixty-five.

SIGNED by the said GRAEME MORPETH }  
as Grantor in the presence of :

*Graeme Morpeth*

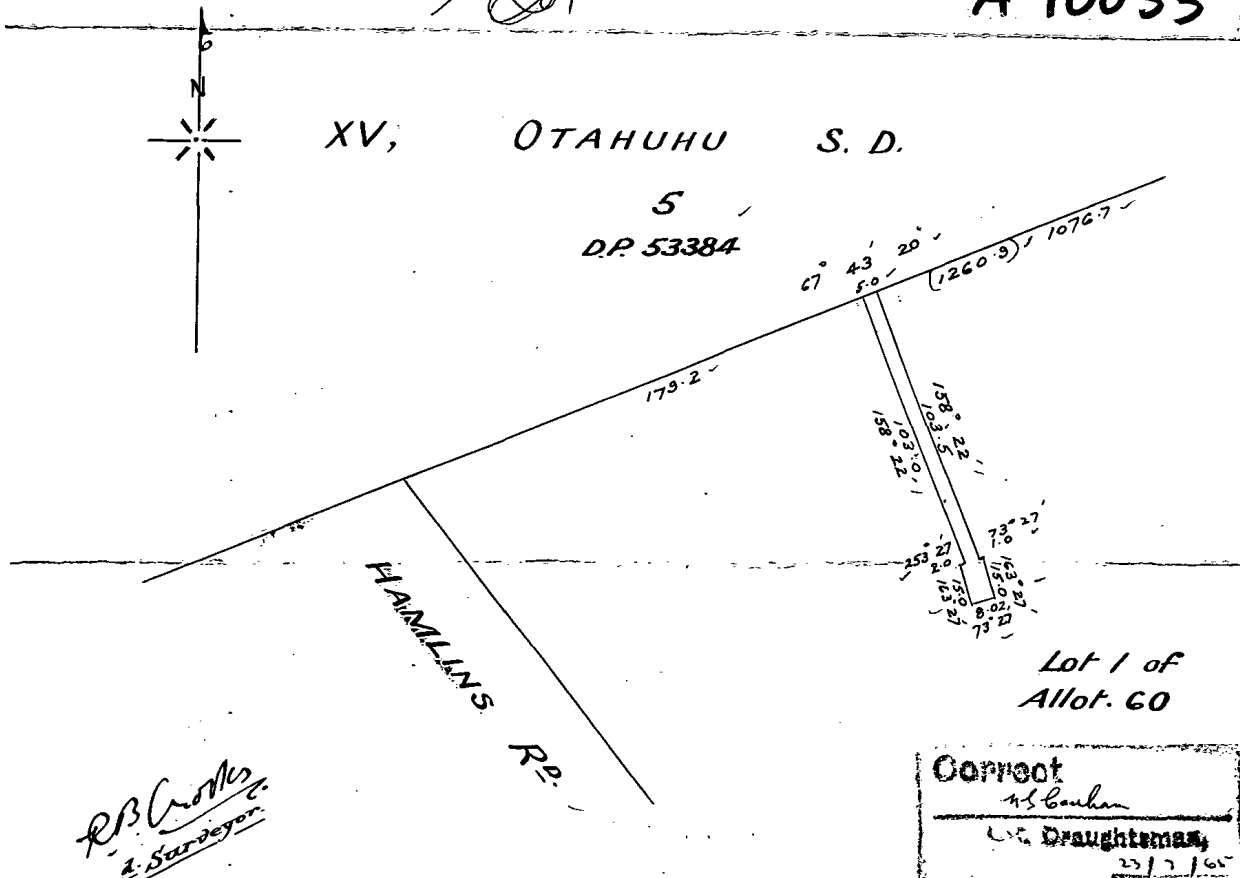
SIGNED by the said REX GEORGE ... }  
BYERS as Grantee in the presence. }  
of :

*As Agents to the said Crown Co.,  
Solicitors, Auckland*

*Rex George*

*Rex George*

**A 90033 TE**



*RBC Works  
Regd. Surveyor*

Plan of Water Easement over Pt. Lot 1 of Allot. 60, Parish of Papakura.  
Scale: 50 fms. = 1 Inch.

T 246079

In Consideration of

(the receipt of which sum is hereby acknowledged)

Do hereby Transfer to the said

said piece of land above described all estate and interest in the

In witness whereof

have hereunto subscribed

name this

day of

one thousand nine hundred and

Signed by the above named

in the presence of

A 90033

No.

Correct for the purposes of the Land Transfer Act.

TRANSFER OF

*[Signature]*  
Solicitor for the Transferee

GRAEME MORPETH Grantor  
Transferor

REX GEORGE BYERS Grantee  
Transferee

*Memorials and  
appurtenant memorials  
require amendment*

Particulars entered in the Register-Book Vol. 601  
Folio 51 4B / 238, 239, 240, 241, 242  
the 15 day of July 1965  
at 9.35 o'clock

*This is not a registrable  
encumbrance in its  
present form.*  
*[Signature]*



*[Signature]*  
Assistant Land Registrar  
of the District of Auckland *N.*



22384  
120 883

<b>LAND &amp; DEEDS</b>	
Nature:	<i>Gift</i>
Firm:	<i>AD Rice</i>
<b>15 JUL 1965</b>	
Time:	<i>9.35</i>
Fee: \$	<i>2:2:-</i>
Abstract No.	<i>4387</i>

S.D. RICE & SONS,  
SOLICITORS,  
PAPAKURA.

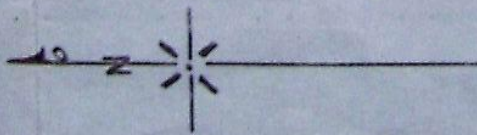
Solicitors for the Transferee



of :

*Handwritten signature*

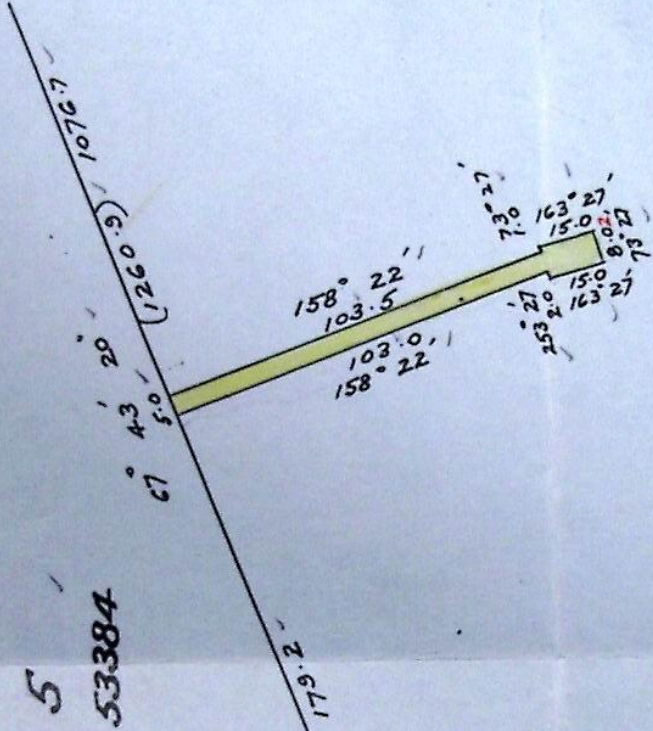
A 90033 TE



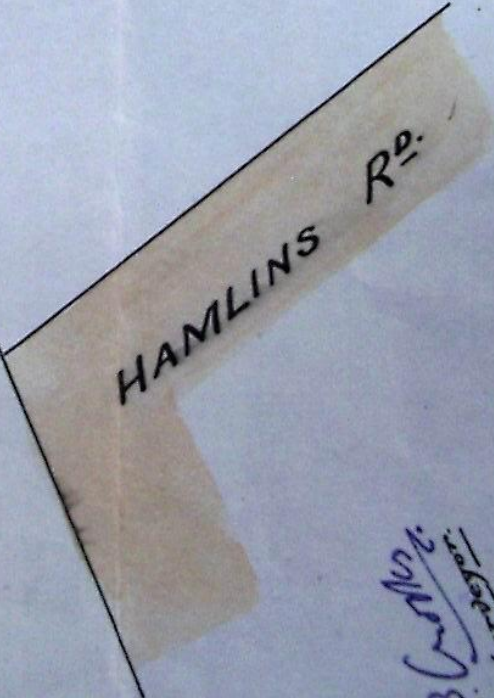
XV, OTAHUHU S. D.

5

D.P. 53384



Lot 1 of Allot. 60



HAMLINS RD.

Correct  
*M.S. Goulton*  
 L.V. Draughtsman  
 23/7/65

*R.B. Goulton*  
 Ref. A. 53384

Plan of Water Easement over Pt. Lot 1 of Allot. 60, Parish of Papakura.

A 206863 GN

Extract from N.Z. Gazette, 9 February 1967, No. 6, page 158

*Land Proclaimed as Street in Block XV, Otahuhu Survey District, in the City of Manukau*

PURSUANT to section 29 of the Public Works Amendment Act 1948, the Minister of Works hereby proclaims as street the land described in the Schedule hereto.

**SCHEDULE**

**NORTH AUCKLAND LAND DISTRICT**

48/241  
ALL that piece of land containing 2 perches situated in Block XV, Otahuhu Survey District, North Auckland R.D., being part Lot 4, D.P. 53384; as the same is more particularly delineated on the plan marked M.O.W. 20845 (S.O. 45140) deposited in the office of the Minister of Works at Wellington, and thereon coloured yellow.

Dated at Wellington this 15th day of December 1966.

PERCY B. ALLEN, Minister of Works.

(P.W. 51/4583; D.O. 15/6/0/45140)

R. E. OWEN, Government Printer, Wellington, New Zealand

A206863

PARTICULARS ENTERED IN THE REGISTER-BOOK  
VOL 4B FOLIO 241

THE 28<sup>TH</sup> DAY OF FEBRUARY 1967  
AT 9.10 O'CLOCK.

*W. A. B. R.*  
Assistant Land Registrar.  
NORTH. AUCKLAND



Recorded on DP 53384  
R 2664

*CB.*  
*rf*

Outstanding copy of E.T. 4B/241  
" " Noted 8/6/1967.  
" " M 340540 Noted 19.6.1967.

<b>&amp; DEEDS</b>
<i>Gazette N</i>
<i>M.O.W.</i>
28 FEB 1967
9.10
16377



B060323.9 EC

**EASEMENT CERTIFICATE**

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

X/We NEIL LEWIS MORGAN of Ardmore, Farmer and LINETTE ALLISON MORGAN his wife

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 1982 under No.95196 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. 95196

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 to convey water	Lot 2 DP95196	That portion of the Servient Tenement marked A on DP95196	Lot 1 DP95196 and Lot 1 DP81758	51A/1150 (formerly all CT 43B/36 & Part CT43B/37)  (Servient Tenement)  51A/1149 (formerly part CT 43B/37) and 38C/162  (Dominant Tenement)  North Auckland Land Registry

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 23<sup>rd</sup> day of April 19 82

Signed by the above-named NEIL LEWIS  
MORGAN and LINETTE ALLISON MORGAN

*Neil Morgan*  
*Linette Morgan*

in the presence of

Witness *Bob*  
Occupation *Director*  
Address *Wafakere*

# EASEMENT CERTIFICATE

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

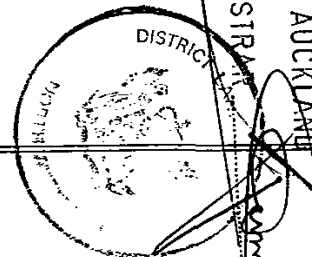
*Correct for the purposes of the  
Land Transfer Act*



*Solicitor for the registered proprietor*

Inder, Lynch, Conway & Co,  
Solicitors,  
PAPAKURA.

12.22 30 APR 82 B 060323.9  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND  
ASST. LAND REGISTRAR  
519/1149  
1150



B 230399.1 TE

Approved by the District Land Registrars: North Auckland 421715, South Auckland H.021029/1974, Canterbury 964771, Marlborough 77665, Gisborne 114178, Hawkes Bay 308258, Taranaki 218164.3, Wellington 057254.1 Westland 46475.3.

### MEMORANDUM OF TRANSFER

WHEREAS, NORMAN ROLAND CLARK of Ardmore, farmer and NORMA JEAN CLARK his wife (hereinafter referred to as "the Transferor")

~~N.Z. Stamp Duty~~ ~~AKV~~ ~~MORTGAGE LEASE~~  
ASSIGNMENT and AGREEMENT  
stamped with duty of  
\$ 1130 on 27/5/82  
on ~~1/100~~  
Revenue

26-X-82 3 2 1 5 4 - 00

being registered as the 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 all that piece of land containing

2.02 hectares  
be the same a little more or less

Lot 1 on Deposited Plan 96527 and being all the land in Certificate of Title Volume 52C Folio 139 North Auckland Registry

AND WHEREAS by Agreement for Sale and Purchase bearing date the 25th day of November 1981 the Transferor sold the above described piece of land to WARREN FRANKLIN SIMPSON of Papakura, Solicitor (called "the Transferee")

AND WHEREAS the Transferor has for the consideration appearing below agreed to grant to the Transferee as an Easement appurtenant to both the said Lot 1 D.P. 96527 and to the land described in Certificate of Title Volume 50D Folio 814 (North Auckland Registry) (both pieces of land herein called "the dominant tenement") the right to convey water supplied to the property of the Transferee over the whole of the land of the transferor contained in Certificate of Title Volume 50D Folio 813 (North Auckland Registry) <sup>(BU)</sup> excluding the land in Lot 1 on Land Transfer Plan 96527) and SUBJECT TO Electricity Easement created by Transfer 602434 AND to Water Supply Easements created by Transfers 862347.7 and 862347.9 (herein called "the servient tenement") and for that purpose to lay and maintain a line of water pipes from the eastern boundary of the servient tenement to the western boundary between the servient tenement and the dominant tenement and to the extent hereafter provided.

NOW THEREFORE in pursuance of the recited Agreement and in consideration of the sum of \$95,000.00 (which includes \$3,000.00 for chattels) (the receipt of which sum is hereby acknowledged) the Transferor hereby transfers to the Transferee all its estate or interest in the said Lot 1 Land Transfer Plan 96527 and for the consideration aforesaid the Transferor doth hereby transfer and grant to the transferee as an easement forever appurtenant to the said ~~lot~~ dominant tenement the full free uninterrupted and unrestricted right, liberty and privilege for the transferee and his tenants from time to time and at all times to take, convey and lead water in a free and unimpeded flow (except when the flow is halted for any

N.B. On no account should this margin be used

N.B. On no account should this margin be used

*Handwritten initials*

*bal*

reasonable period necessary for essential repairs and except when the flow is halted by the Manukau City Council and or Auckland Regional Authority) and in any quantity, consistent with the rights of other persons having the same or similar rights, on that part of the servient tenement abutting Burnsides Road for a total width of one metre measured from and running parallel to the <sup>eastern and eastern boundaries</sup> ~~north~~ ~~eastern~~ ~~boundary~~, and extending from the <sup>south</sup> ~~eastern~~ boundary to the western boundary of the servient tenement SUBJECT to the rights and powers contained in Clause 5 of the Seventh Schedule to the Land Transfer Act 1952

*N.B. On no account should this margin be used*

~~IN CONSIDERATION OF~~ the sum of

paid to \_\_\_\_\_ by \_\_\_\_\_

~~the receipt of which sum~~ \_\_\_\_\_ ~~hereby acknowledge~~ ~~DO~~ ~~HEREBY TRANSFER~~ to the said \_\_\_\_\_

~~all~~ \_\_\_\_\_ estate and interest in the said piece \_\_\_\_\_ of land

*N.B. On no account should this margin be used*

N.B. On no account should this margin be used

IN WITNESS WHEREOF these presents have been executed this

2) day of October 1982

Signed by the abovenamed  
NORMAN ROLAND CLARK and  
NORMA JEAN CLARK as transferor  
as transferor in the presence of:

*W. F. Simpson*  
*J. M. Clark*

Witness's Signature

Occupation

*Warren*  
*Legal Executive to Price Voulka*  
*Brebant & Hogan*

Address

*Solicitors*  
*Papakura*

SIGNED by the said WARREN  
FRANKLIN SIMPSON as transferee  
in the presence of:

*W. F. Simpson*

*W. F. Simpson*  
LAW CLERK TO W. F. SIMPSON  
SOLICITOR  
PAPAKURA.

N.B. On no account should this margin be used

ORDER OF LAND VALUATION TRIBUNAL

In the Auckland

Land Valuation Tribunal

No. LVP 634/81

IN THE MATTER of the Land Settlement  
Promotion and Land Acquisition Act 1952  
AND

IN THE MATTER of an application for consent  
to a sale of land.

Between NORMAN ROLAND CLARK and  
JEAN MARY CLARK

Vendor/Lessor

and WARREN FRANKLIN SIMPSON

Purchaser/Lessee

BEFORE THE AUCKLAND LAND VALUATION TRIBUNAL

On the application of NORMAN ROLAND CLARK and JEAN MARY CLARK  
for consent to sale  
in respect of the land described in the schedule hereto

\*Delete where not applicable

~~\*And in hearing:~~

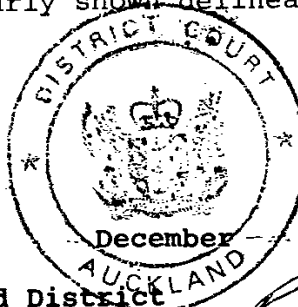
IT IS ORDERED that \*(the consent of the Auckland Land Valuation Tribunal  
be granted \*pursuant to Part II (or Part IIA or under both Part II and Part IIA) of the land  
Settlement Promotion and Land Acquisition Act 1952:

~~\*upon the following grounds:~~

SCHEDULE

2.02 hectares more or less being Lot 1 of a proposed subdivision  
of the vendors property described as Lot 1 Deposited Plan No.94470,  
- all C.T.50D/813 as is more particularly shown delineated on the  
attached plan

Dated at Auckland this 15th day of



19 81

Sealed at the office of the Auckland District  
Court this 6th day of January 1982.

(Deputy) Registrar.

Deputy Registrar.

Solicitors for the applicant: Price Voulk Brabant & Hogan

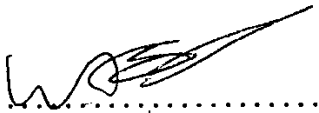
**MEMORANDUM OF TRANSFER**

of

N.R. & J.M. CLARK ..... Transferor

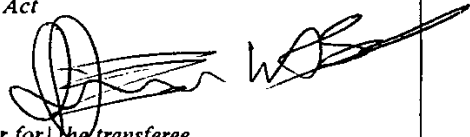
W.F. SIMPSON ..... Transferee

We request the amalgamation of Certificate of Title Volume 50D Folio 814 with the land herein transferred.


  
.....  
Solicitor for the Transferee

N.B. On no account should this margin be used.

Transfer correct for the purposes of the Land Transfer Act

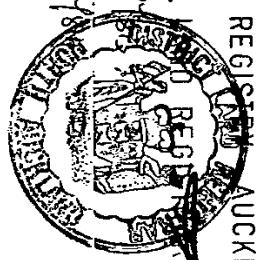
  
(Solicitor for) the transferee

I hereby certify that this transaction does not contravene the provisions of Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952.

  
(Solicitor for) the transferee

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

District ..... Land R  
Assistant  
of the District of ...

9.02 25 NOV 82 B230399.1  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTERED AUCKLAND  
ASST. LAND REGD  
Sd/-  
Sd/-  


N.B. On no account should this margin be used.

① T rep  
500/813 }  
500/814 } L.V. Ct Order  
W.F. SIMPSON  
SOLICITOR  
PAPAKURA

W.F. SIMPSON  
SOLICITOR  
PAPAKURA.



NH

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

**B678840.1EC**

### EASEMENT CERTIFICATE

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

We LEONARD EVAN LIPSCOMBE of Ardmore, Commercial Grower, and  
MARGARET ANN LIPSCOMBE his wife

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 20th day of August 1986 under No. 111591 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.

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	Part Lot 2	A	Lot 1	62D/573 Lot 1 62D/574 Lot 2

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 19<sup>th</sup> day of September 19 86 L.E. Lipscombe  
Signed by the above-named  
LEONARD EVAN LIPSCOMBE and  
MARGARET ANN LIPSCOMBE

in the presence of

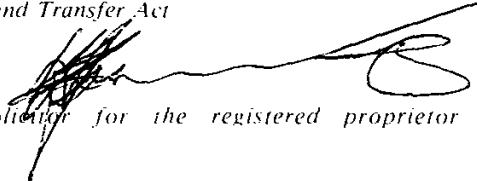
M. A. Lipscombe

Witness .....  
Occupation .....  
Address .....

**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*

226 23 JUNE 87 B C 20040  
PARTICIPANTS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND  
APR 1 1980 10 11 2002  
65 Million

62D/574  
62D/573

KENSINGTON SWAN  
SOLICITORS  
AUCKLAND & WELLINGTON.



Approved by the District Land Registrar, North Auckland, No. 4238/1975

C395600.1 TE

[New Zealand

Under the Land Transfer Act, 1952

## Transfer Creating Electricity Easement

WHEREAS ARDMORE FARMS LIMITED at Auckland

hereinafter called "the Grantor") is registered as proprietor of  
an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon in all that parcel of land situated in the Land District of North Auckland containing 20.1154 ha more or less being part Lot 3 Deposited Plan 13330 and being all the land comprised and described in Certificate of Title Volume:1B Folio 120

SUBJECT TO 1. Power Line Easement created by Transfer 361590  
2. Water easement created by Transfer 619143  
3. Fencing Covenant in Transfer 573270

AND WHEREAS the Grantor has agreed to grant to the AUCKLAND ELECTRIC POWER BOARD a Body Corporate duly constituted under the provisions of the Auckland Electric Power Board 1978 (hereinafter called "the Grantee") the rights interests and licences in respect of the said land hereinafter set forth

NOW THEREFORE IN CONSIDERATION of the sum of TEN CENTS (10¢) if demanded

the Grantor DOTH HEREBY TRANSFER AND GRANT unto the Grantee subject to the following covenants conditions and restrictions as an easement in gross the full free right liberty and licence TRANSMIT ELECTRIC CURRENT through over under and across

that portion of the said land marked "A" on Deposited Plan 152011

AND FOR THAT PURPOSE the Grantee its servants workmen and agents with or without vehicles laden or unladen and with tools machinery and equipment may from time to time and at all times on any occasion shall require enter upon the said parcel of land marked "A" as aforesaid and such other areas surrounding as may be necessary or convenient AND construct equip maintain repair alter renew and operate on the said parcel of land marked "A" such distribution substations and the machinery and equipment associated therewith as the Grantee may from time to time require

PROVIDED THAT the Grantee shall do as little damage as possible to the surface of the said land and any vegetation fences or erections thereon

AND PROVIDED ALSO that any opening in the surface of such land shall be filled in by the Grantee as soon as possible after the necessary work for which such opening was made has been completed and the surface levelled off in a proper manner and resurfaced if necessary to restore it to the condition it was in prior to the work being done and all damage (if any) to fences or other erections on the said land made good and restored to their prior condition in a proper and workmanlike manner

AND THE GRANTOR HEREBY COVENANTS WITH THE GRANTEE that the Grantor will not place any buildings or erections or plant or allow or suffer any tree or shrub on the said portion of the said land and will not at any time hereafter do permit or suffer to be done any act whereby the rights powers licences and liberties hereby granted to the Grantee may be interfered with or affected in any way.

IN WITNESS WHEREOF these presents have been executed this 10<sup>th</sup> day

One thousand nine hundred and ninety-two (1992).

*June*  
THE COMMON SEAL of ARDMORE FARMS )  
LIMITED was hereunto affixed )  
in the presence of :-



*[Signature]*

Director

*[Signature]*

Director/Secretary



Land Registry Office

In reply, please quote

Department of Justice  
Price Waterhouse Building  
41 Federal Street  
Private Bag 92016  
Auckland  
Telephone (9) 377-1499

8 July 1992

Notices Sent to:

1. Phillips Fox
2. Manukau City Council

PLAN DEPOSIT NOTICE

PLAN NO: 152011  
LODGED ON BEHALF OF: Ardmore Farms Limited  
BEING A PLAN OF: Proposed Easement in Gross over Pt Lot  
3 DP 13330  
IN: Airfield Road  
CERTIFICATE(S) OF TITLE: 1B/120  
SURVEYOR'S FILE REF: AEP2261  
SCHEME PLAN: -  
SIGNED BY: Ardmore Farms Limited  
DEPOSITED ON: 8.7.1992

Please use the following new title reference/s for all documents and dealings registered in terms of this plan:

Easement Only.



for District Land Registrar

NO:

Correct for the purposes of the Land Transf.

TRANSFER CREATING ELECTRICITY  
EASEMENT

..... ARDMORE FARMS LIMITED ..... Grantor

..... AUCKLAND ELECTRIC POWER BOARD, ..... Grantee

*W. Man*

Solicitor for the G

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND  
ASST. LAND REGISTRAR

10.03 17.JUL.92  
395500.1

Particulars entered in the Register as shown in  
Schedule of Land herein of the date and at the  
stamped below.

Assistant District Land Registrar of the District of North  
Auckland.



*CPD*

*Transfer party in  
electricity easement re  
Auckland Electric  
Power Board  
15/20/11  
made at the  
house of the  
Auckland Electric  
Power Board  
15.7*

PHILLIPS NICHOLSON FOX  
SOLICITORS  
AUCKLAND



D287889.3 COND

IN THE MATTER OF Section 221 of the Resource  
Management Act 1991

BETWEEN GREYVIEW LANDS LTD., of  
Auckland

Registered Proprietors

AND THE PAPA KURA DISTRICT  
COUNCIL

The Council

CONSENT NOTICE UNDER SECTION 221 OF THE  
RESOURCE MANAGEMENT ACT 1991

In the Matter of Lots 1 and 2 on Deposited Plan 189514  
being subdivision of Part Allotment 48 Parish of Papakura

THE PAPA KURA DISTRICT COUNCIL the Territorial Authority having jurisdiction in respect  
of the above land hereby gives notice that subdivision consent is granted subject to the  
following conditions being complied with as to Lots 1 and 2 on Deposited Plan 189514;

- That the recommendations contained in the geotechnical report prepared by  
Chambers Consultants Limited, referenced 980033 and dated 11 February 1998,  
be strictly adhered to.
- That any habitable floor level associated with any future dwelling to be erected on  
Lot 1 be located at a minimum 300 mm above the 1% AEP design flood level (As  
Joyce Group TA Services Limited for Papakura District Council hold any base  
calculations for flooding in this area, this design flood level shall be determined by  
a Registered Engineer/Surveyor experienced in stormwater and flood  
assessments).

Dated at Papakura this 03<sup>rd</sup> day of June 1998.



Principal Administrative Officer

Our File Ref: 16/98/31  
P803 Papakura-Clevedon Rd

14

1206 01 JUL 98 D 2878893

PARTICULARS OF THE  
AND R...

FOR AUG 1998  
132



D287889-6 EC

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

## EASEMENT CERTIFICATE

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

I/We PHILLIP GEORGE COLLIS Self Employed and PATRICIA JOYCE COLLIS  
Self Employed both of Manurewa and  
GREYVIEW LANDS LIMITED at Papatoetoe

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 \_\_\_\_\_ 1998 under No. 189514 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. 189514

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		
Stream Maintenance	Lot 1 DP 189514	"C"	Lot 1 DP 141367	119B/678 83D/616

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:

**1. Interpretation**

In this instrument unless the context otherwise requires:

"the certificate" means this easement certificate (including these conditions) as it may be varied from time to time.

"these conditions" means these conditions as they may be varied from time to time.

"costs" means the costs of the installation, creation, establishment, repair, maintenance, and serving of any article, property or facility used or needed for the proper exercise of the rights created by this certificate.

"dominant land" in relation to any easement means the land described in the first schedule to which the relevant easement is appurtenant.

"easement" means an easement recorded by this certificate.

"the Grantee" in relation to each easement means the registered proprietor for the time being of the dominant land which the relevant easement is appurtenant.

"the Grantee and other authorised persons" in relation to any easement means the Grantee and the agents, employees, contractors, tenants, licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant easement and, where the context so admits, means any of such persons.

"the Grantor" in relation to each easement means the registered proprietor for the time being of the servient land which is subject to the relevant easement.

"the Grantor and other authorised persons" in relation to any easement means the Grantor and the agents, employees, contractors, tenants, licensees and invitees of the Grantor and all other persons authorised or invited by the Grantor to enjoy the relevant easement and, where the context so admits, means any of such persons.

"the plan" means deposited plan No. <sup>189514</sup>~~140367~~ North Auckland Registry.

"servient land" in relation to any easement means the land described in the first schedule which is subject to the relevant easement.

"specified area" means any part of the land specified in the first schedule as being subject to an easement.

"specified proportion" in relation to any party and any costs means the proportion of such costs payable by such party in accordance with this certificate.

"water drainage area" means that part of the land described in the first schedule as being subject to a water drainage easement.

"water drainage easement" means the rights recorded by this certificate in relation to each water drainage area.

2. **General provisions relating to easements**

The following provisions are applicable to the easements recorded by this certificate:

- (a) Each grant shall be [for all time] ("the term") from the date such easements are deemed to be created pursuant to section 90A (6) of the Land Transfer Act 1952].
- (b) No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this certificate (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist [for all time] unless it is surrendered.
- (c) If any party ("the defaulting party") neglects or refuses to perform or join with the other party ("the other party") in performing any obligation under this certificate the following provisions shall apply:
  - (i) the other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of seven days from service of the default notice the other party may perform such obligation;
  - (ii) if at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
    - (A) perform such obligation; and
    - (B) for that purpose enter the relevant servient land or dominant land and carry out any work;
  - (iii) the defaulting party shall be liable to pay to the other party the costs of the default notice and the specified proportion of costs incurred in performing such obligation;
  - (iv) the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.
- (d) The Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to any easement.
- (e) (i) The Grantee may for the purpose of complying with any obligation of the Grantee under this certificate in relation to any easement:
  - (A) enter the servient land with or without agents, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment; and
  - (B) remain on the servient land for such time as is reasonable for the purpose of performing such obligation.
- (ii) In exercising any rights under this subclause the Grantee shall:
  - (A) cause as little damage, disturbance, inconvenience and interruption to the servient land and to the use of the servient land as is reasonably necessary; and
  - (B) forthwith make good any damage done to the servient land and to the occupier

Handwritten signatures and initials in the left margin, including a large signature at the top and several smaller initials below it.

of the servient land.

- (f) The parties shall pay all costs incurred in connection with the easements created by this certificate in the proportions recorded in the second schedule, unless the incurring of costs was caused by the deliberate act or omission of either the Grantor or the Grantee, in which case that party shall be responsible for the costs.

*[Handwritten signatures]*

**Right to service drain on land of Grantee**

1. The Grantee and other authorised persons has the right to come onto the area marked ~~XX~~ "c" on DP ~~181367~~ <sup>189514</sup> for the purposes of servicing the adjacent drain on the Grantee's property ("the Drain") on the following terms:

**Who:**

The Grantee and persons authorised by the Grantee, with or without machinery and equipment, materials and specialist services

**Permitted activity**

b. The following activity:

- i. repairing, maintaining, renewing, cleaning, deepening , widening and relaying of the Drain
- ii. the repair, renewal and making stock proof of fences enclosing the drains (in common with the Grantor)

**Permitted times:**

c. At least once a year, at a time chosen by the Grantee, and at all other times when an emergency situation occurs or is perceived by the Grantee or his nominee as likely to occur (so as to give at all times free and unimpeded flow of water).

**Restoration of property**

d. The Grantee shall cause minimum disruption to the servient tenement land and shall restore it promptly after exercising his rights under this easement.

- 2. Notwithstanding the foregoing, if any repair to or maintenance of the drains or fences is rendered necessary by the act, neglect or default of any of the parties or the parties' employees, contractors, agents, tenants, licensees or invitees then that party shall promptly carry out such repair and maintenance to the Drain and shall bear the whole cost of the work.
- 3. Any notice required to be given by either of the parties shall be in writing and shall be deemed to be duly given if dispatched in accordance with s 152 of the Property Law Act 1952
- 4. The Grantee shall be responsible for the costs of and incidental to the preparation, execution, stamping and registration of this instrument.
- 5. This easement shall subsist forever or until duly surrendered.

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

as attached

Signed by the above-named )  
GREYVIEW LANDS LIMITED by )  
its Directors )  
RANSOM NOEL SMYTH and )  
ANNE MORRELL SMYTH )  
in the presence of: )

*Ransom Noel Smyth*  
*Anne Morrell Smyth*

Witness *[Signature]*

Occupation ..... J.C.H. FLEMING  
Address ..... SOLICITOR  
AUCKLAND

Dated this *18th* day of *June* 19*98*

Signed by the above-named  
PHILLIP GEORGE COLLIS and  
PATRICIA JOYCE COLLIS

*[Signature]*  
*[Signature]*

in the presence of

Witness *[Signature]*

Occupation .....  
Address .....  
LAW CLERK TO W. F. SIMPSON  
SOLICITOR  
PAPAKURA

# 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*

FILED

1206

1206 01 JUL 98 D 2878889-6F

PARTICULARS ENTERED  
LAND REGISTER  
1206

1192/678  
835/612



Our Ref P51 Burnside Rd

To: The District Land Registrar  
Auckland Land Registry Office  
Department of Justice  
Private Bag  
AUCKLAND

PAPAKURA DISTRICT COUNCIL hereby gives notice that it has granted a building consent (Number 15091) to the owner of the land in the Schedule pursuant to the provisions of Section 36(2) of the Building Act 1991.

**SCHEDULE**

All that land as described on CT63C / 432  
as Lot 2 DP 112997

Signed this 25<sup>th</sup> day of September 1998

On behalf of Papakura District Council



.....  
T McLean  
CHIEF EXECUTIVE OFFICER

187313 0 000000 121  
187313 0 000000 121

LINZ COPY

1.47 02OCT98 D 316781.

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NO. 1000  
ASST LAND OFFICER



1030/432

P-114 Mullins Road

To: District Land Registrar  
North Auckland Land Registry Office  
Land Information NZ  
Private Bag 92016  
AUCKLAND

The Papakura District Council hereby gives notice that it has granted a building consent (Number 15707) to the owner of the land in the Schedule pursuant to the provisions of Section 36(2) of the Building Act 1991.

**SCHEDULE**

All that land described on CT51A/1149  
as Lot 1 DP 95196 fee simple

Signed on this 16<sup>TH</sup> day of March 1999  
on behalf of Papakura District Council



T McLean

CHIEF EXECUTIVE OFFICER

**C36 D391463.1 Certificate**

Cpy - 01/01, Pgs - 002, 30/08/11, 07:39



DocID: 612710208

LINZ COPY

1.06 24.MAY99 D 391463 . 1

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NEW ZEALAND  
GENERAL OF LAND

3-1

(*adjust* ~~1/10/00~~ 95116)



Land Transfer Office

53384

Deposited this 18th day

of June 1964

District Land Registrar



890 Chs. South of Mt. Eden

DP 50029

DP 53136

Lot 1  
10-0-04-8

Lot 2  
10-0-15-8

Lot 3  
10-1-03-3

Lot 4  
10-2-28-6

Lot 5  
10-0-03-5

Diagram A  
Not to Scale

Pt. Allot. 56  
C.T. 762/27 Ltd.  
I. B. Aplin

56

59

60

Pt. Allot. 56  
DP 3737  
C.T. 135/47  
I. B. Aplin

Pt. Lot 1  
of Allot. 60  
C.T. 601/51  
A. J. Byers

Diagram  
Not to Scale



Approved

A. J. Byers

Applicant or Registered Owner

This space reserved for plan number

53384

SUB<sup>DN.</sup> OF PT. ALLOT. 59, PAPAOKURA PH.

Comprised in C.T. 767/208 Ltd.

Survey Block & District XV, OTAHUHU.  
Land District N. AUCKLAND Local Body MANUKAU COUNTY.

Scale 3 Chs. to an Inch. Surveyed by Jerram & Crooks Date April, 1964.

Robert Geo. Bell Crooks of Papakura Registered Surveyor and holder of an annual practising certificate, do solemnly and sincerely declare that this plan has been made from surveys executed by me; that both plan and survey are correct, and have been made in accordance with the regulations under the Surveyors Act, 1938.

And I make this solemn declaration, conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.  
Declared at Papakura this 23rd day of April, 1964.

R. B. Crooks  
Registered Surveyor

Justice of the Peace, (or other person authorized to take a statutory declaration.)

Received  
Title Reference 767/208 parcels (P.M.)  
Referred to L. T. Surveyor

Area Lots 1 to 5  
A. R. P.  
51-0-16

Approved as to Survey

Chief Surveyor

Received  
Reference plans DP 1095, 53136, 50029, 39433, 3737, S.O. 33031  
Field book 387 p. 26-27  
Traverse book 78 p. 1-4  
Examined by 16/6/64  
Recorded on R 2664, A.B.  
Correct

L. T. Surveyor



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA4B/241  
**Land Registration District** North Auckland  
**Date Issued** 10 August 1964

**Part-Cancelled**

**Prior References**  
NA767/208

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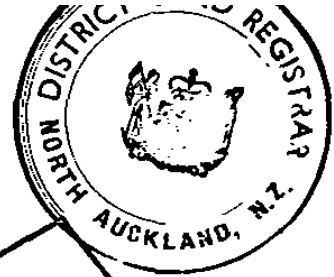
**Estate** Fee Simple  
**Area** 4.3215 hectares more or less  
**Legal Description** Lot 4 Deposited Plan 53384  
**Registered Owners**  
Nordan Investments Limited

---

**Interests**

Appurtenant hereto is a water supply line right created by Transfer A90033  
A206863 Gazette Notice proclaiming part as street - 28.2.1967 at 9.10 am

Image Quality due to Condition of Original



XV Otahuhu S.D.

10-2-28-6

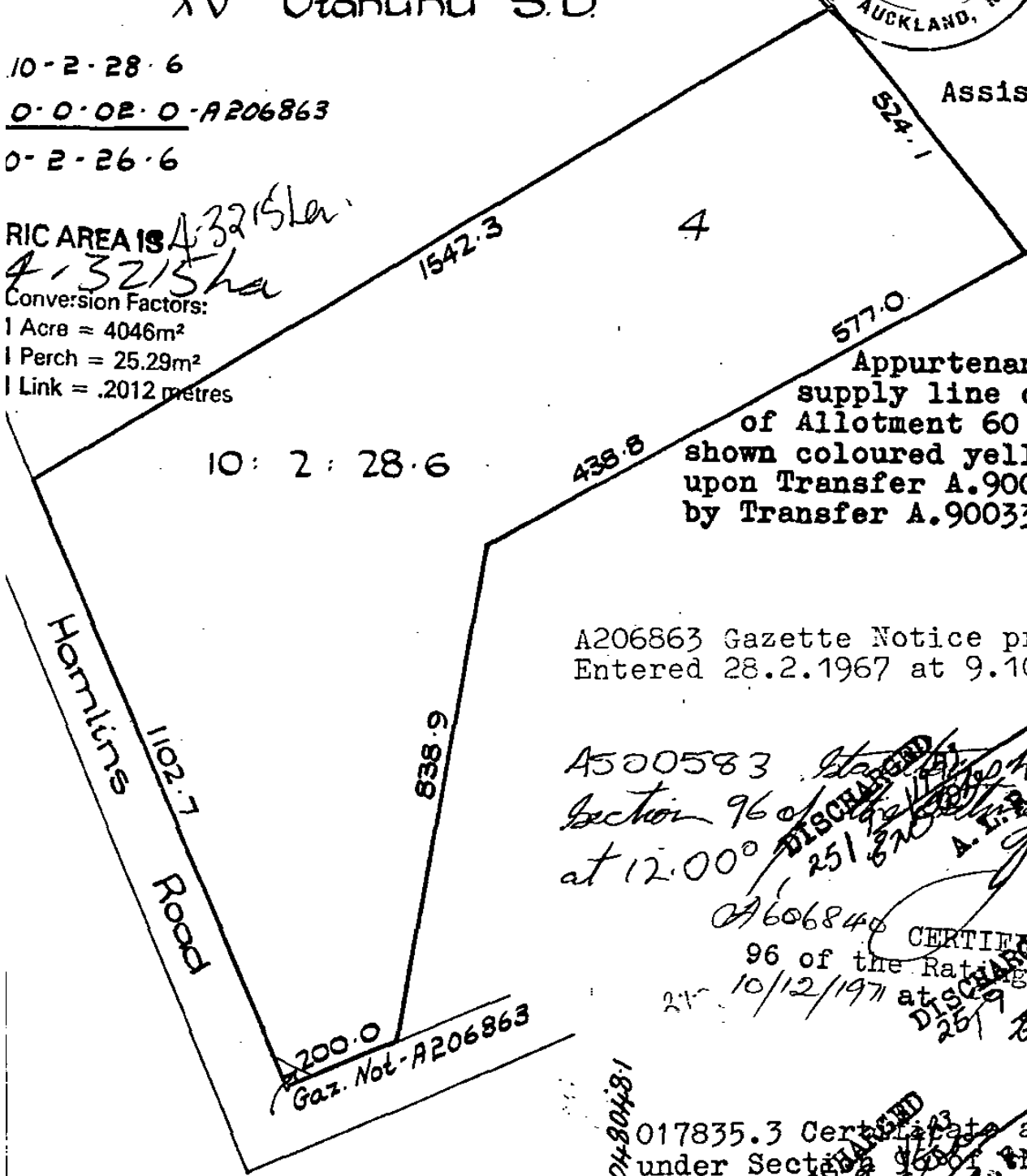
0-0-02-0-A206863

0-2-26-6

RIC AREA IS 4.3215ha  
4.3215ha  
Conversion Factors:  
1 Acre = 4046m<sup>2</sup>  
1 Perch = 25.29m<sup>2</sup>  
1 Link = .2012 metres

*KL*  
Assistant L

Mortg  
Clari  
Produ  
at 2.



Appurtenant here supply line over th of Allotment 60 Parish shown coloured yellow on upon Transfer A.90033(C. by Transfer A.90033.

A206863 Gazette Notice proclaimed Entered 28.2.1967 at 9.10 o'clock.

A500583 *State of hand*  
*Section 96 of the Rating Act*  
*at 12.00*  
*25/12/1971*  
*A. S. G.*  
01606840  
CERTIFIED  
96 of the Rating Act  
10/12/1971 at 12.00  
DISCHARGED  
25/12/1971  
A. S. G.

017835.3 Certificate against under Section 96 of the Rating Act



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA9A/1276  
**Land Registration District** North Auckland  
**Date Issued** 12 July 1966

**Prior References**  
NA2057/86 NA778/295

---

**Estate** Fee Simple  
**Area** 5.7230 hectares more or less  
**Legal Description** Part Lot 1 and Part Lot 2 Deposited Plan  
50029

**Registered Owners**  
Peter Nathley MacKenzie

---

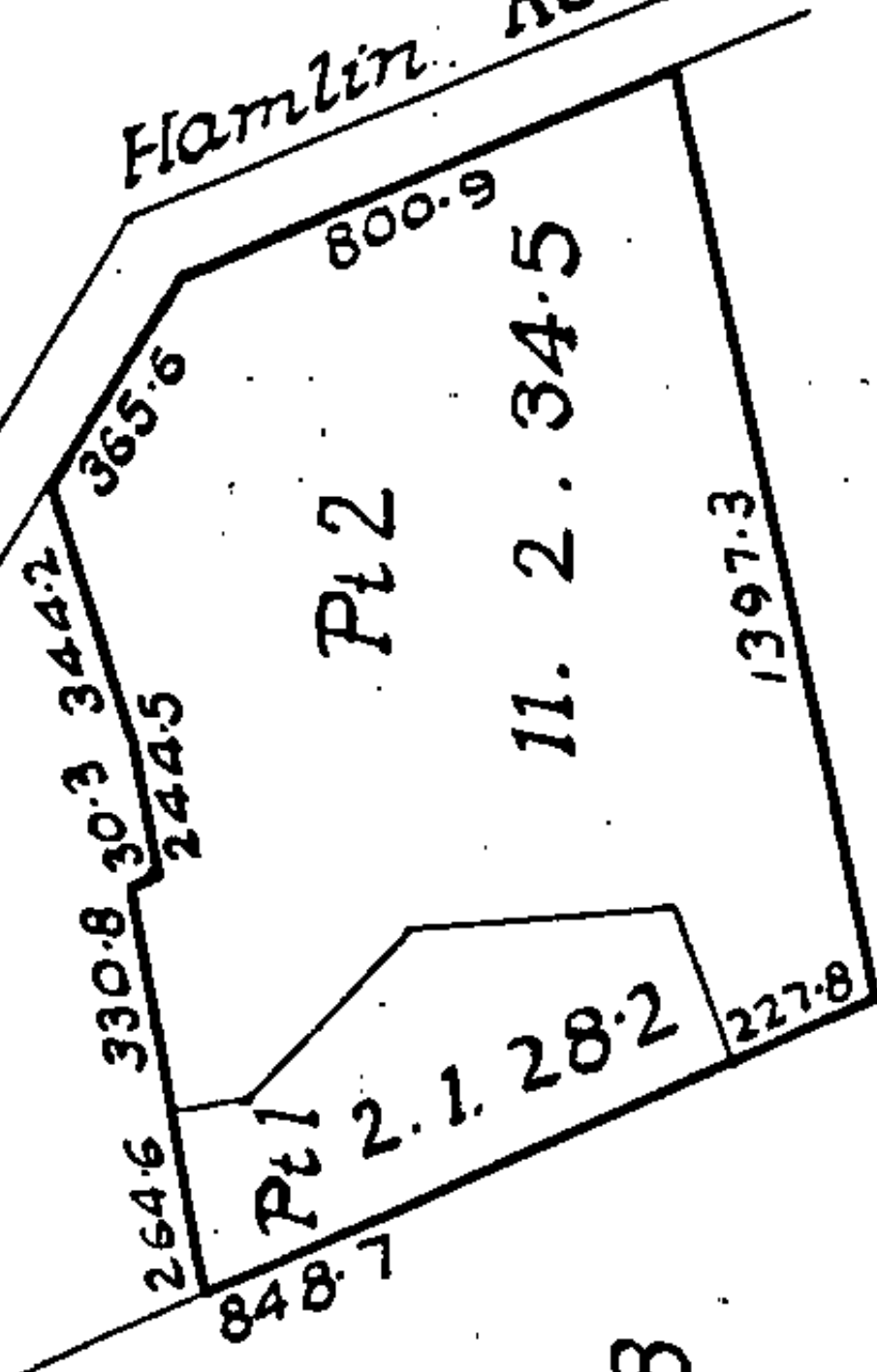
**Interests**  
Appurtenant hereto is a right of way created by Transfer 905825.2

34

2009

Hamlin Road

D.P. 50029



Pt 1

Pt 2

11. 2. 34.5

8

Deed Whau 38

1



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA10A/136**  
**Land Registration District** **North Auckland**  
**Date Issued** 02 November 1966

**Prior References**  
NA778/295

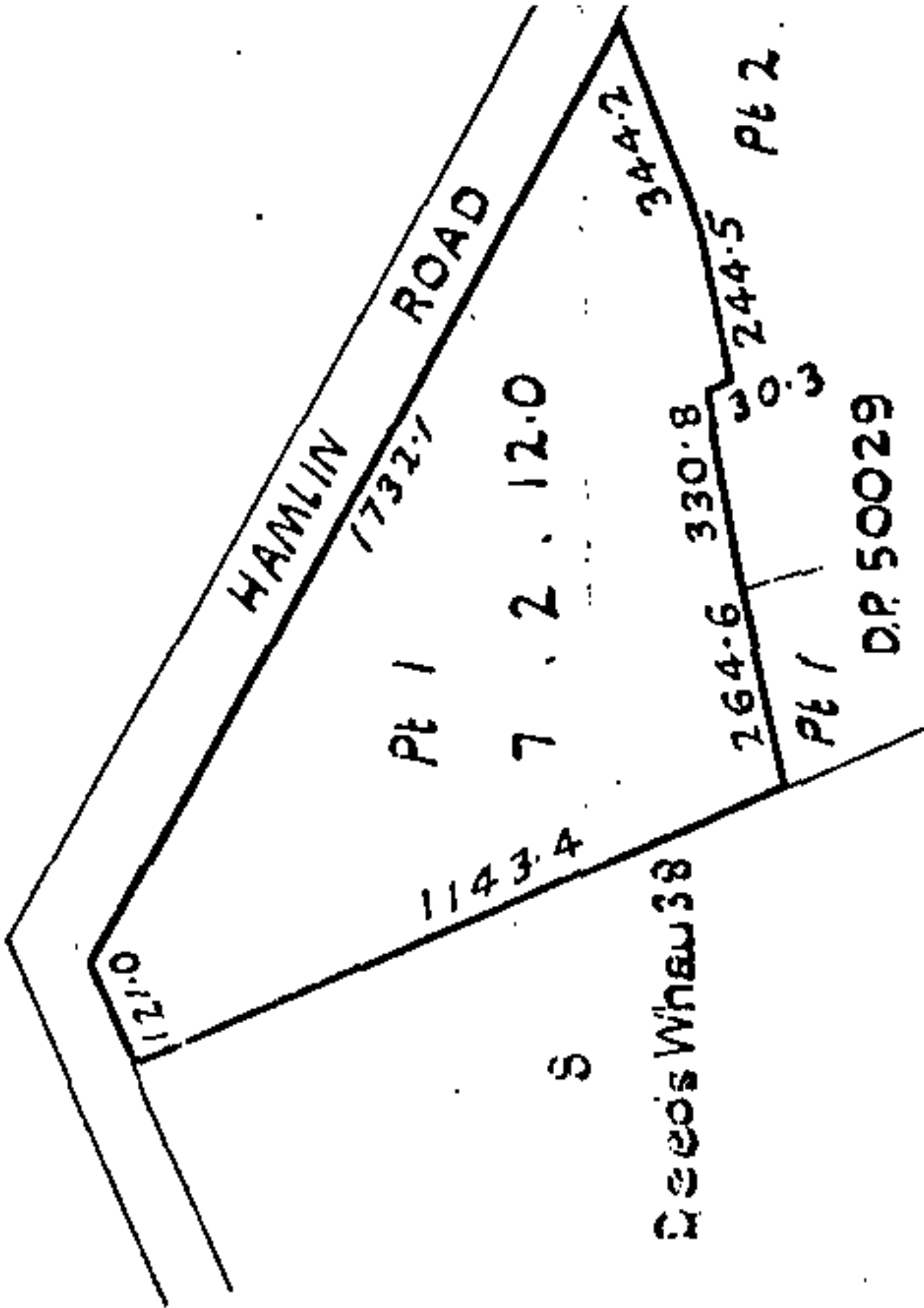
---

**Estate** Fee Simple  
**Area** 3.0655 hectares more or less  
**Legal Description** Part Lot 1 Deposited Plan 50029  
**Registered Owners**  
John Joseph Antunovich and Kathleen Eunice Antunovich

---

**Interests**

Subject to a right of way over part marked A on Plan 89055 created by Transfer 905825.2 - 20.11.1979 at 12.01 pm  
Land Covenant in Easement Instrument 8497903.2 - 9.6.2010 at 12:36 pm  
9389215.1 Mortgage to ASB Bank Limited - 6.5.2013 at 5:51 pm





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA26B/1366**  
**Land Registration District** **North Auckland**  
**Date Issued** 26 July 1973

**Prior References**  
NA23A/795

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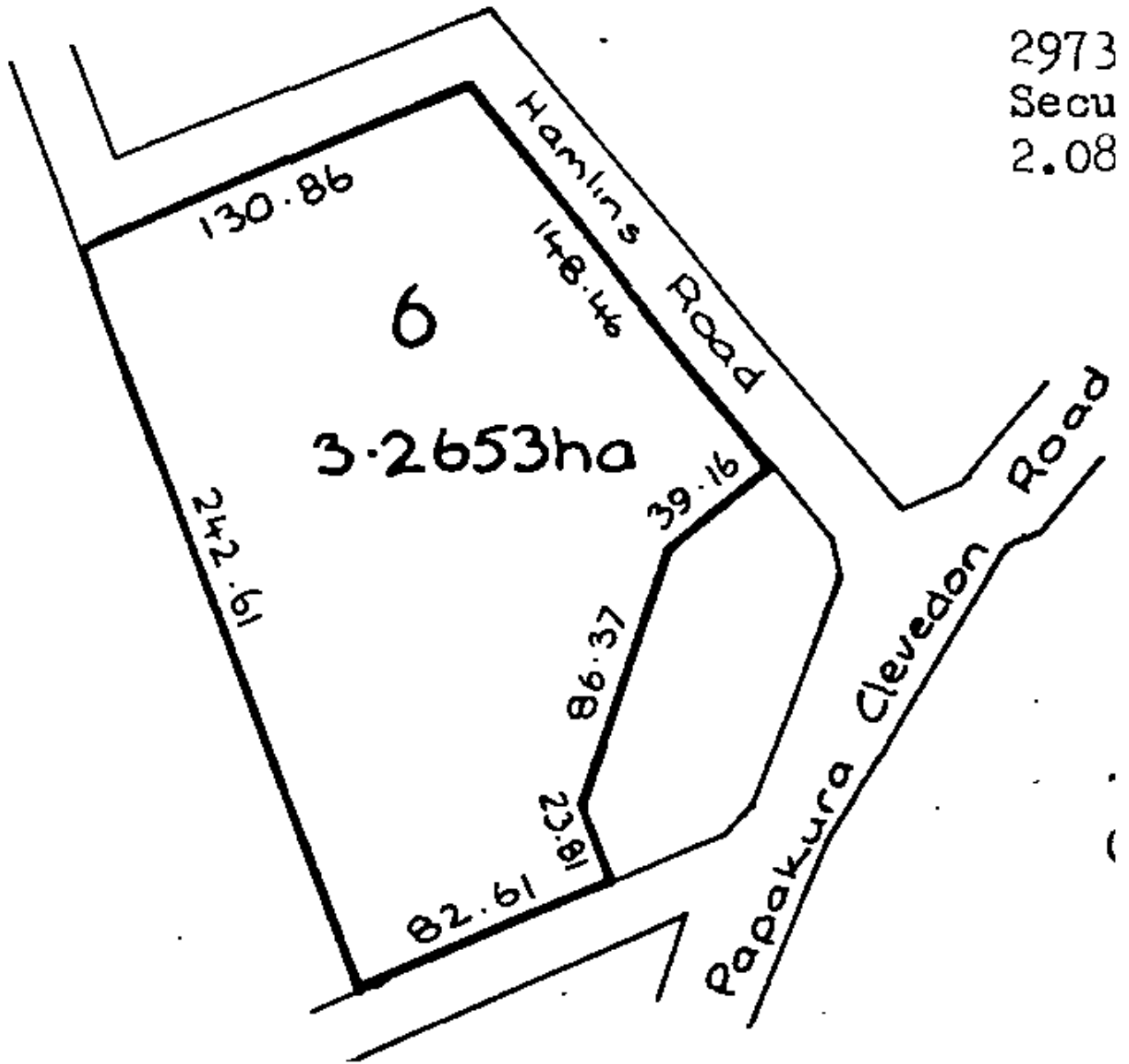
**Estate** Fee Simple  
**Area** 3.2653 hectares more or less  
**Legal Description** Lot 6 Deposited Plan 39433

**Registered Owners**  
Hamlin Road Trustee Limited

---

**Interests**  
K39521 Building Line Restriction  
7450121.4 Mortgage to ANZ National Bank Limited - 5.7.2007 at 9:00 am

# Manukau City



References  
Prior C/T 50A/602

Land and Deeds 69



# REGISTER

Transfer No.  
N/C. Order No. 993169.1

No. 503 / 814

## CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 3rd day of November one thousand nine hundred and eighty-one under the seal of the District Land Registrar of the Land Registration District of NORTH AUCKLAND

WITNESSETH that NORMAN ROLAND CLARK of Ardmore farmer and JEAN MARY CLARK his wife are seised of an estate in fee simple as tenants in common in equal shares

~~is seised of an estate in fee simple~~ (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 7.6324 hectares more or less being Lot 2 Deposited Plan 94470 and being part Allotment 61 Parish of Papakura

A 625177 applied under  
Sec 279 LG Act '74



*Penfites.*  
Assistant Land Registrar

Interests at date of issue:

972091.2 Mortgage to Harold George Davis -  
9.4.1981 at 9.00 o'c

DISCHARGED  
17/12/81  
A.L.R.

*Penfites.*  
A.L.R.

B.040565.2 Mortgage to The Commercial Bank  
of Australia Limited - 8.3.1982 at 9.00 o'c

A.L.R.

B.040565.1 Transfer to Warren Franklin  
Simpson of Papakura solicitor - 8.3.1982 at  
9.00 o'c

A.L.R.

B.040565.2 Mortgage to The Commercial Bank  
of Australia Limited - 8.3.1982 at 9.00 o'c

A.L.R.

Appurtenant hereto is a water supply easement  
over part Lot 1 Plan 94470 (C.T. 50D/813) created  
by Transfer B.230399.1.

*Shaman*  
A.L.R.

B.230399.1 (Cancelled and new amalgamated  
25.11.1982 (C.T. issued  
52C/139

*Shaman*  
A.L.R.

CANCELLED  
Duplicate Destroyed

Measurements are Metric

B017406.1

No. 503 / 814





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA63C/431  
**Land Registration District** North Auckland  
**Date Issued** 14 August 1986

**Prior References**  
NA55C/1329

---

**Estate** Fee Simple  
**Area** 9.0708 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 112997

**Registered Owners**  
Kyu Hyeun Park and Mi Sook Park

---

**Interests**  
5751474.3 Mortgage to Bank of New Zealand - 3.10.2003 at 9:00 am

Approvals ROAD SHOWN IS LEGAL. THE COMMON SEAL OF THE CITY OF MANUKAU CITY COUNCIL PASSED ON THE 27th DAY OF MAY 1986 APPROVING PURSUANT TO SECTION 385 OF THE LOCAL GOVERNMENT ACT 1974 THIS SURVEY PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS AND PROVISIONS OF THE OPERATIVE DISTRICT PLAN RELATES TO THE COMMON COUNCIL WAS AFFIXED HERETO IN THE PRESENCE OF:

*[Signature]*  
MAYOR

*[Signature]*  
CITY MANAGER

NEW CST ISSUED  
LOT 1- 63C/1431  
LOT 2- 63C/1432

Total Area **17,810.2 ha**  
Comprised in **C.T. 55C/1329 (144)**

**ROBERT STANES, ROYCE, OF RAMAKAU**, Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to the provisions of section 392 of the Surveyors Act 1989 hereby certifies that this plan has been prepared in accordance with the provisions of the Survey Act 1972. The survey was correct and has been made in accordance with the Survey Regulations 1972.

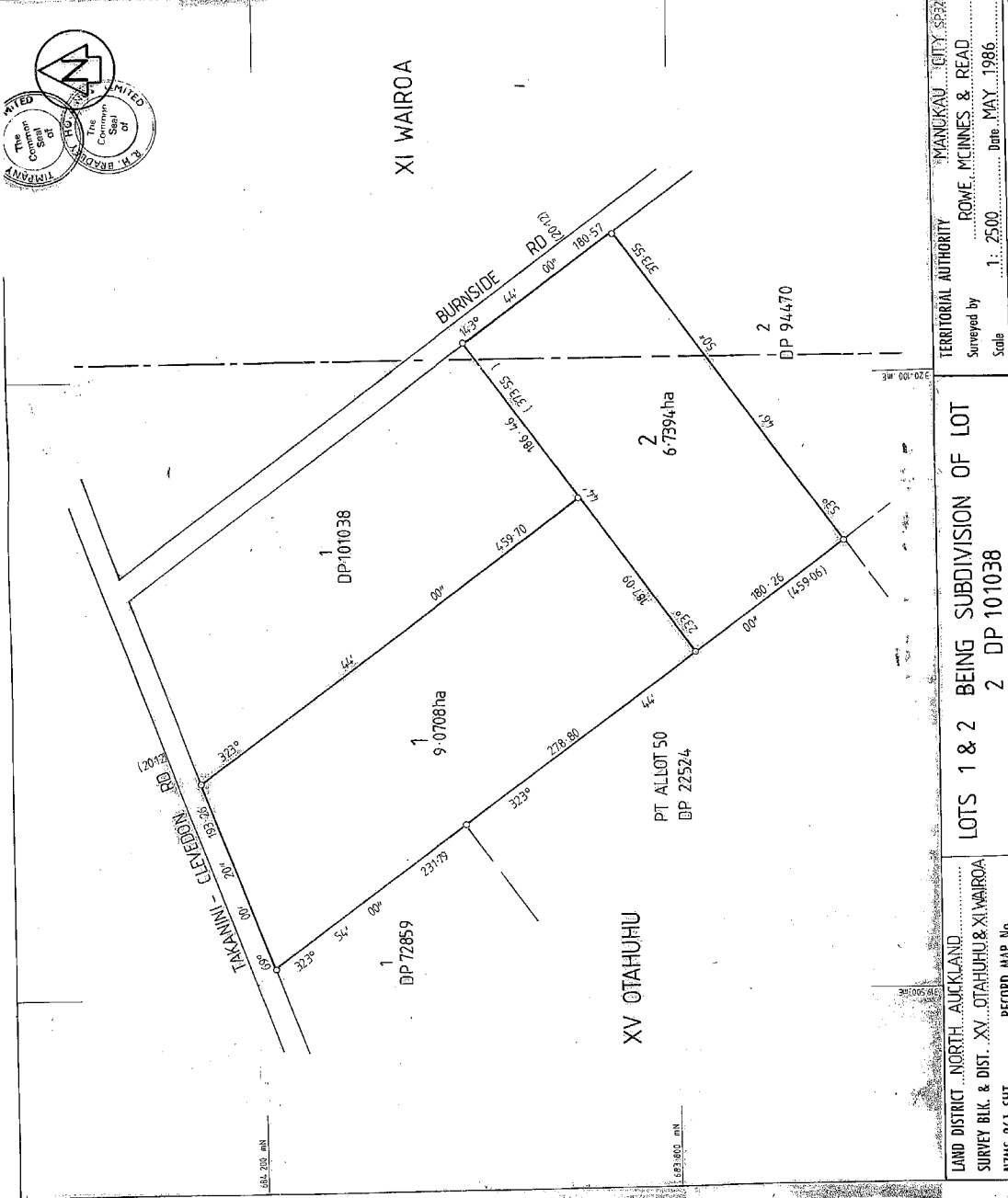
Dated at **Rangiora** this **21st** day of **August**, 1986.

*[Signature]*  
Field Book 1285  
Reference Plan

Examined *[Signature]*  
Approved as to Survey *[Signature]*  
18.7.1986  
Chief Surveyor

Deposited this **14th** day of **August**, 1986  
DP-112997

File Z-885  
Received 20 10 1986  
District Land Registrar

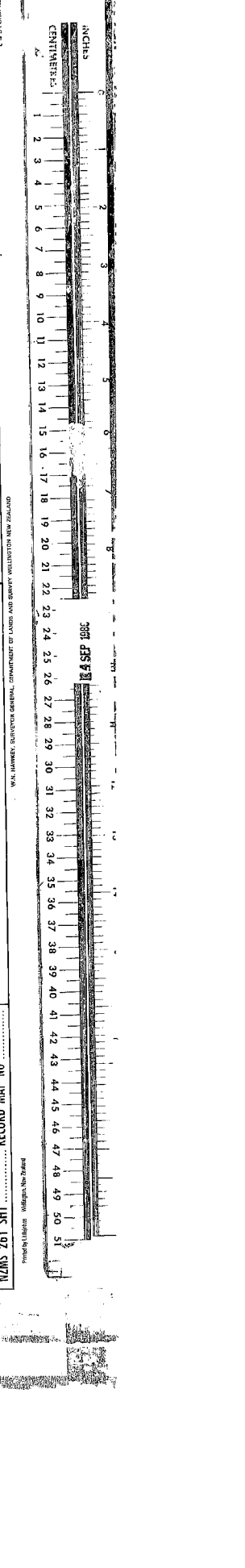


LAND DISTRICT NORTH AUCKLAND  
SURVEY BLK. & DIST. XV OTAHUHU & XI WAIROA  
RECORD MAP No

LOTS 1 & 2 BEING SUBDIVISION OF LOT 2 DP 101038

TERRITORIAL AUTHORITY MANUKAU CITY COUNCIL  
Surveyed by ROME, MCINNIS & READ  
Scale 1:2500 Date MAY 1986

Printed by Lithcraft Wellington, New Zealand





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA99D/306  
**Land Registration District** North Auckland  
**Date Issued** 20 March 1995

**Prior References**  
NA55C/1328

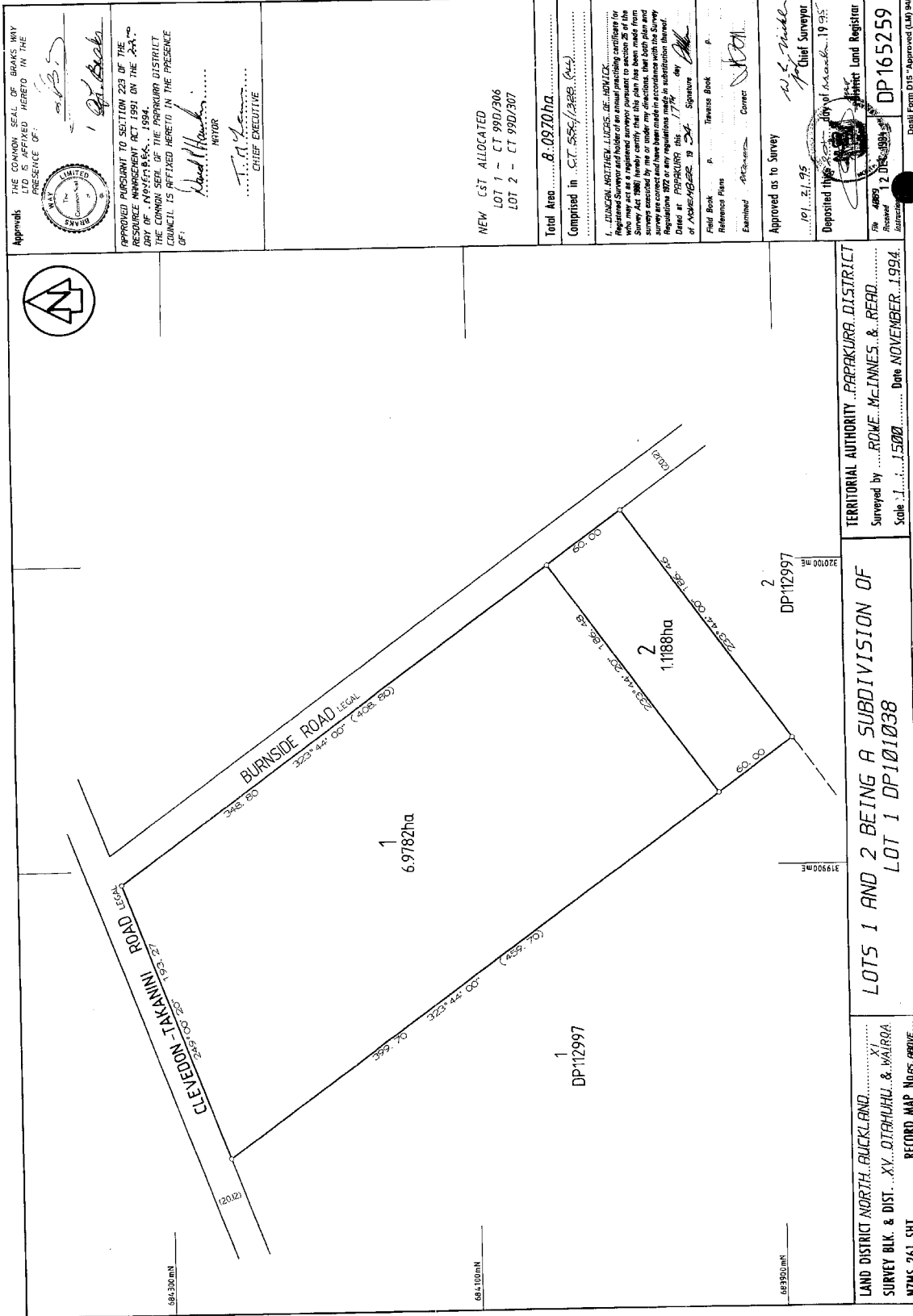
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**Estate** Fee Simple  
**Area** 6.9782 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 165259  
**Registered Owners**  
Paul Anthony Lysaght and Joanna Susan McKenzie

---

**Interests**

Subject to a right to convey water over part marked A on DP 372463 created by Easement Instrument 7310126.1 - 5.4.2007 at 9:00 am  
8643835.3 Mortgage to Bank of New Zealand - 21.12.2010 at 2:18 pm  
10761422.1 Variation of Mortgage 8643835.3 - 13.4.2017 at 2:34 pm  
11249375.1 Variation of Mortgage 8643835.3 - 10.10.2018 at 3:15 pm





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA99D/307  
**Land Registration District** North Auckland  
**Date Issued** 20 March 1995

**Prior References**  
NA55C/1328

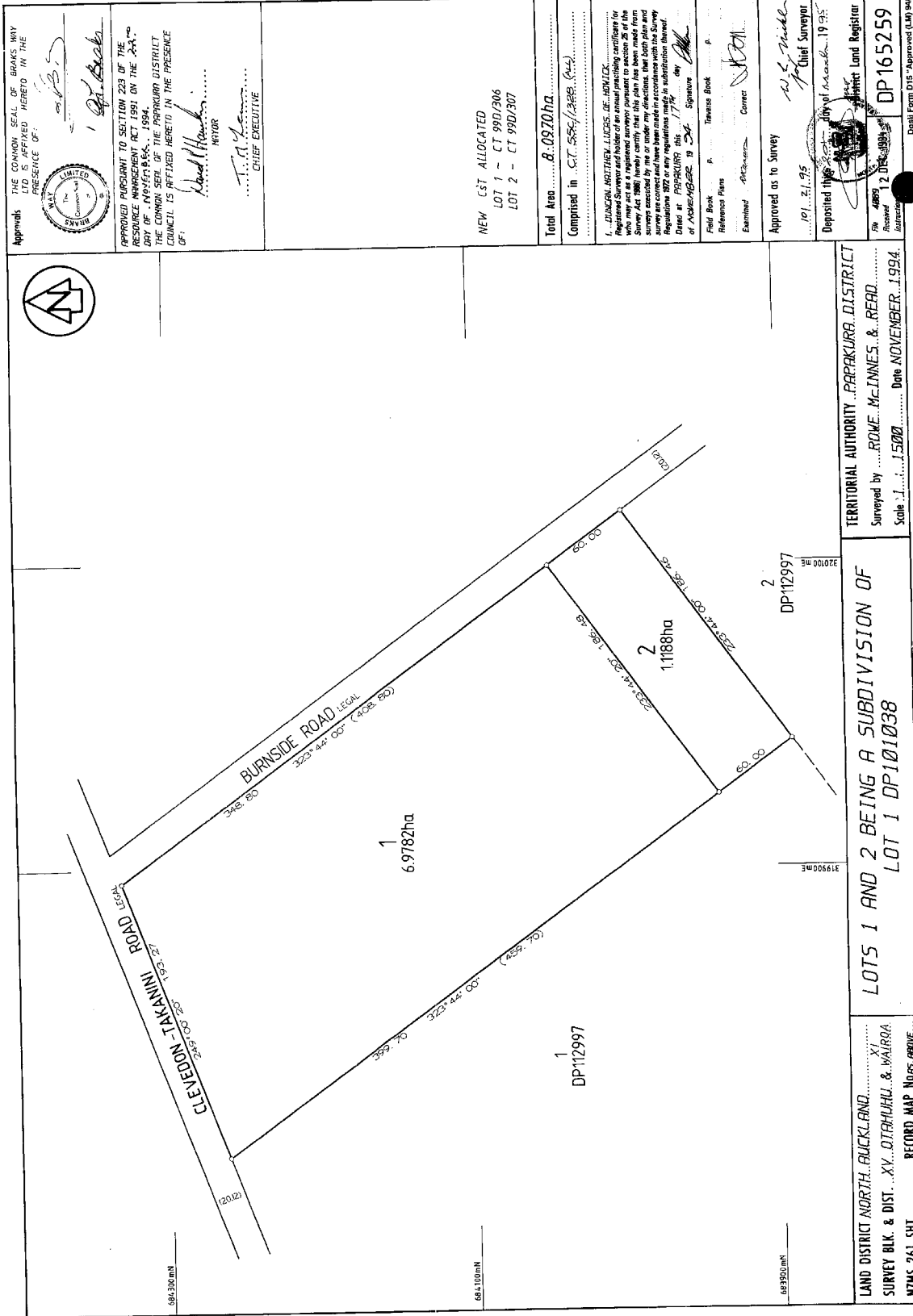
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**Estate** Fee Simple  
**Area** 1.1188 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 165259  
**Registered Owners**  
Royal Roses Limited

---

**Interests**

D489903.2 Mortgage to Chun-Chen Hsin and Shu-Ching Lu - 22.3.2000 at 2.39 pm  
D527458.1 Certificate under Section 36 (2) Building Act 1991 - 27.7.2000 at 3.17 pm  
Subject to a right to convey water over part marked B on DP 372463 created by Easement Instrument 7310126.1 - 5.4.2007 at 9:00 am  
Appurtenant hereto is a right to convey water created by Easement Instrument 7310126.1 - 5.4.2007 at 9:00 am



APPROVED PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE PART OF THE COMMISSIONER OF LAND REVENUE, THE PAPAKURU DISTRICT COUNCIL IS AFFIXED HERETO IN THE PRESENCE OF:

*[Signature]*  
MAYOR

*[Signature]*  
CHIEF EXECUTIVE

NEW CST ALLOCATED  
LOT 1 - CT 99D/306  
LOT 2 - CT 99D/307

Total Area ..... 8.0970ha  
Comprised in ..... CT 99D/306, 307

I, JUDITH MCKERROW, LICENSEE OF THE OFFICE OF THE SURVEYOR, HEREBY CERTIFY THAT THIS PLAN HAS BEEN MADE FROM SURVEYS CONDUCTED BY ME OR UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE SURVEY REGULATIONS 1972 OR ANY REGULATIONS MADE IN SUBSTITUTION THEREOF.

Dated at PAPAKURU this 17th day of NOVEMBER 1994

Field Book .....  
References Plans .....  
Examined .....  
Approved as to Survey .....  
Deposited this 19th day of NOVEMBER 1994

Chief Surveyor

TERRITORIAL AUTHORITY .. PAPAKURU DISTRICT  
Surveyed by .. ROWE, McINNES & READ  
Scale .. 1:1500 .. Date NOVEMBER 1994

LAND DISTRICT NORTH-BUCKLAND ..  
SURVEY BLK. & DIST. .. XI .. OIAHUHU .. & WAIROA  
NZAS 261 SH1 .. RECORD MAP No res above ..

DP112997  
DP112997  
DP165259





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA134C/507**  
**Land Registration District** **North Auckland**  
**Date Issued** 04 July 2002

**Prior References**  
NA31C/493

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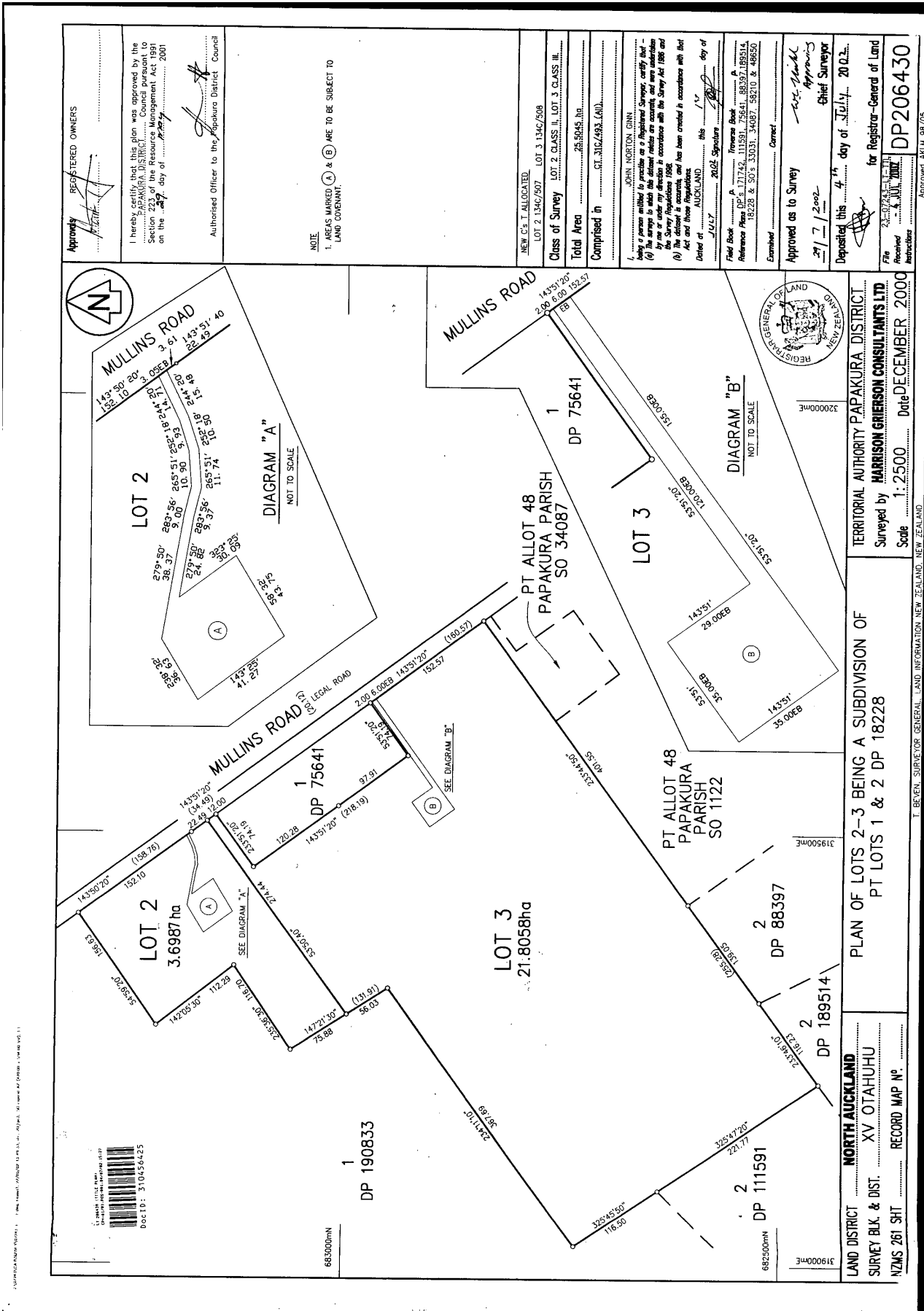
**Estate** Fee Simple  
**Area** 3.6987 hectares more or less  
**Legal Description** Lot 2 Deposited Plan 206430

**Registered Owners**  
Stella Louise Savill and Sharyn Ann Savill

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**Interests**

Land Covenant in Deed 5274769.2 - 4.7.2002 at 12:17 pm  
5274769.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 4.7.2002 at 12:17 pm



APPROVED REGISTERED OWNERS

I hereby certify that this plan was approved by the PAPAKURA DISTRICT COUNCIL in accordance with Section 223 of the Resource Management Act 1991 on the 27th day of July 2002.

Authorised Officer to the Papakura District Council

NOTE  
1. AREAS MARKED (A) & (B) ARE TO BE SUBJECT TO LAND COVENANT.

NEW C.S.T. ALLOCATED  
LOT 2 134C/507, LOT 3 134C/508

Class of Survey LOT 2, CLASS II, LOT 3, CLASS III.

Total Area 26.5045 ha

Comprised in CT. 3162/493 (ALL)

JOHN MORTON GNM  
I have examined the original survey plan and certify that it is a true and correct copy of the original plan as shown to me or under my direction in accordance with the Survey Act 1988 and the Survey Regulations 1996.  
(a) The subject is accurate, and has been created in accordance with the Order of the SURVEY ACT 1988.  
(b) The subject is accurate, and has been created in accordance with the Order of the SURVEY ACT 1988.

Order of the SURVEY ACT 1988 this 17th day of July 2002  
SIGNED Signature

Field Book A  
Reference Plans DP 111591, 111591, 75641, 88397, 189514, 18228 & SO 33031, 34037, 59210 & 48650

Examined Correct

Approved as to Survey  
27/7/2002  
Approved Chief Surveyor

Deposited this 4th day of July 2002  
for Registrar-General of Land  
27/7/2002  
DP206430

Approved AKLM 99/05

TERRITORIAL AUTHORITY PAPAKURA DISTRICT  
Surveyed by HARRISON GRIERSON CONSULTANTS LTD  
Scale 1:2500 Date DECEMBER 2000

PLAN OF LOTS 2-3 BEING A SUBDIVISION OF  
PT LOTS 1 & 2 DP 18228

LAND DISTRICT NORTH AUCKLAND  
SURVEY BLK. & DIST. XV OTAHUHU  
NZMS 261 SH1 RECORD MAP NO.





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **NA134C/508**  
**Land Registration District** **North Auckland**  
**Date Issued** 04 July 2002

**Prior References**  
NA31C/493

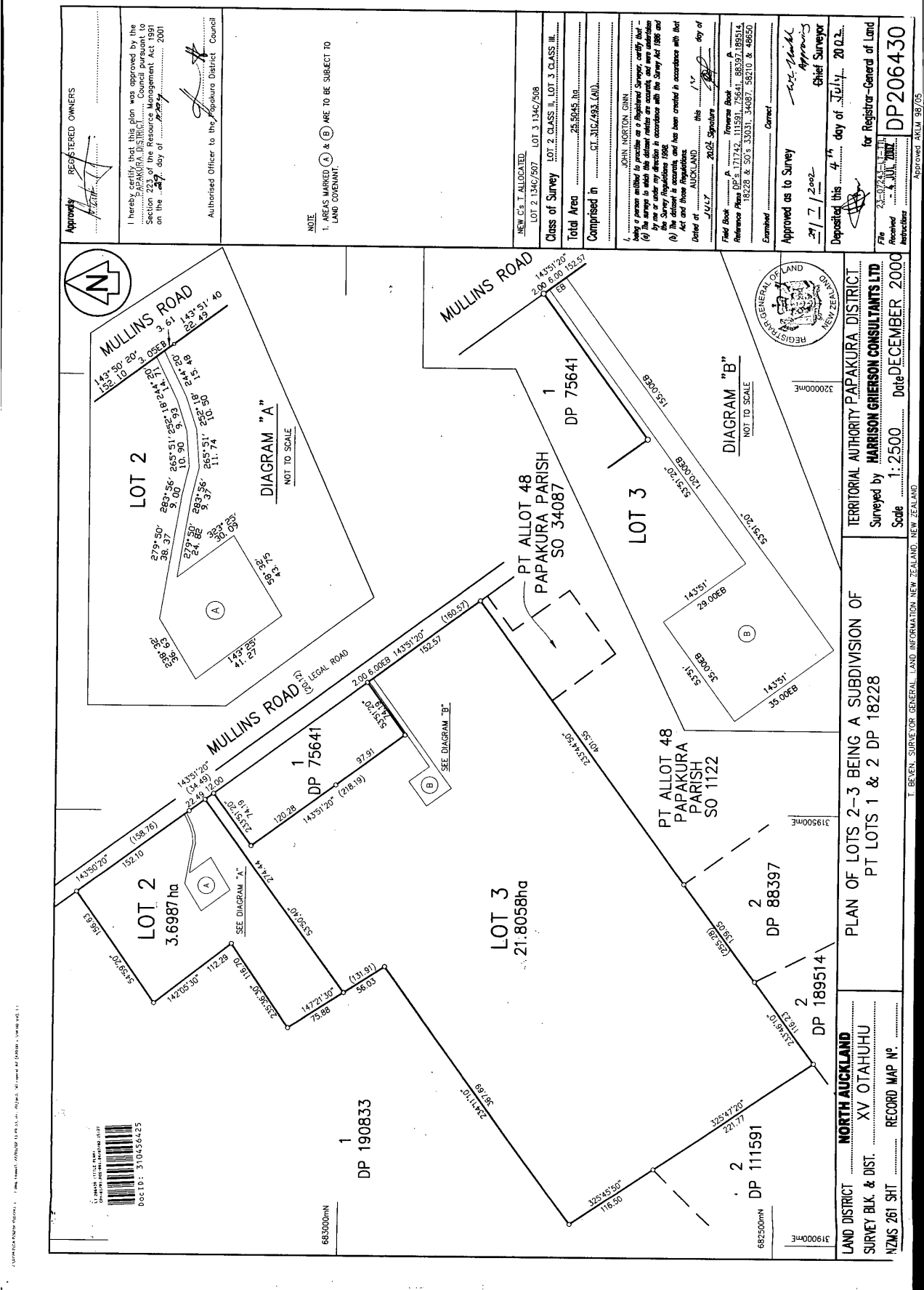
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**Estate** Fee Simple  
**Area** 21.8058 hectares more or less  
**Legal Description** Lot 3 Deposited Plan 206430  
**Registered Owners**  
Chi Chung Yam

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**Interests**

Land Covenant in Deed 5274769.2 - 4.7.2002 at 12:17 pm  
5274769.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 4.7.2002 at 12:17 pm  
13461543.1 CAVEAT BY DNA MANAGEMENT LIMITED - 17.11.2025 at 5:18 pm



Approxy REGISTERED OWNERS

I hereby certify that this plan was approved by the PAPAKURA DISTRICT COUNCIL in accordance with Section 223 of the Resource Management Act 1991 on the 27th day of July 2002.

Authorised Officer to the Papakura District Council

NOTE  
1. AREAS MARKED (A) & (B) ARE TO BE SUBJECT TO LAND COVENANT.

NEW C.S.T. ALLOCATED LOT 2 134C/507, LOT 3 134C/508  
Class of Survey LOT 2, CLASS II, LOT 3, CLASS III.  
Total Area 26.5045 ha  
Comprised in CT. 3162/493 (ALL)

JOHN MORTON GNM  
I have examined the original survey plan and certify that it is correct in accordance with the Survey Act 1988 and the Survey Regulations 1996.  
(a) The subject is accurate, and has been created in accordance with the Order of the SURVEY ACT 1988.  
(b) The subject is correct.  
Date of Survey 27/7/2002 this 1st day of August 2002  
Signature [Signature] Day of August 2002  
Field Book A  
Reference Plans DP 111591, 111591, 75641, 88397, 189514, 18228 & SO 33031, 34087, 58210 & 48650  
Examined Correct

Approved as to Survey 27/7/2002  
Approved Chief Surveyor [Signature]  
Deposited this 4th day of July 2002  
for Registrar-General of Land  
File Number DP206430  
Approved ARLM 99/05

TERRITORIAL AUTHORITY PAPAKURA DISTRICT  
Surveyed by HARRISON GRIERSON CONSULTANTS LTD  
Scale 1:2500 Date DECEMBER 2000

PLAN OF LOTS 2-3 BEING A SUBDIVISION OF  
PT LOTS 1 & 2 DP 18228

LAND DISTRICT NORTH AUCKLAND  
SURVEY BLK. & DIST. XV OTAHUHU  
NZMS 261 SH1 RECORD MAP NO.



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** NA517/155  
**Land Registration District** North Auckland  
**Date Issued** 05 August 1929

**Prior References**  
DI 6A.639.

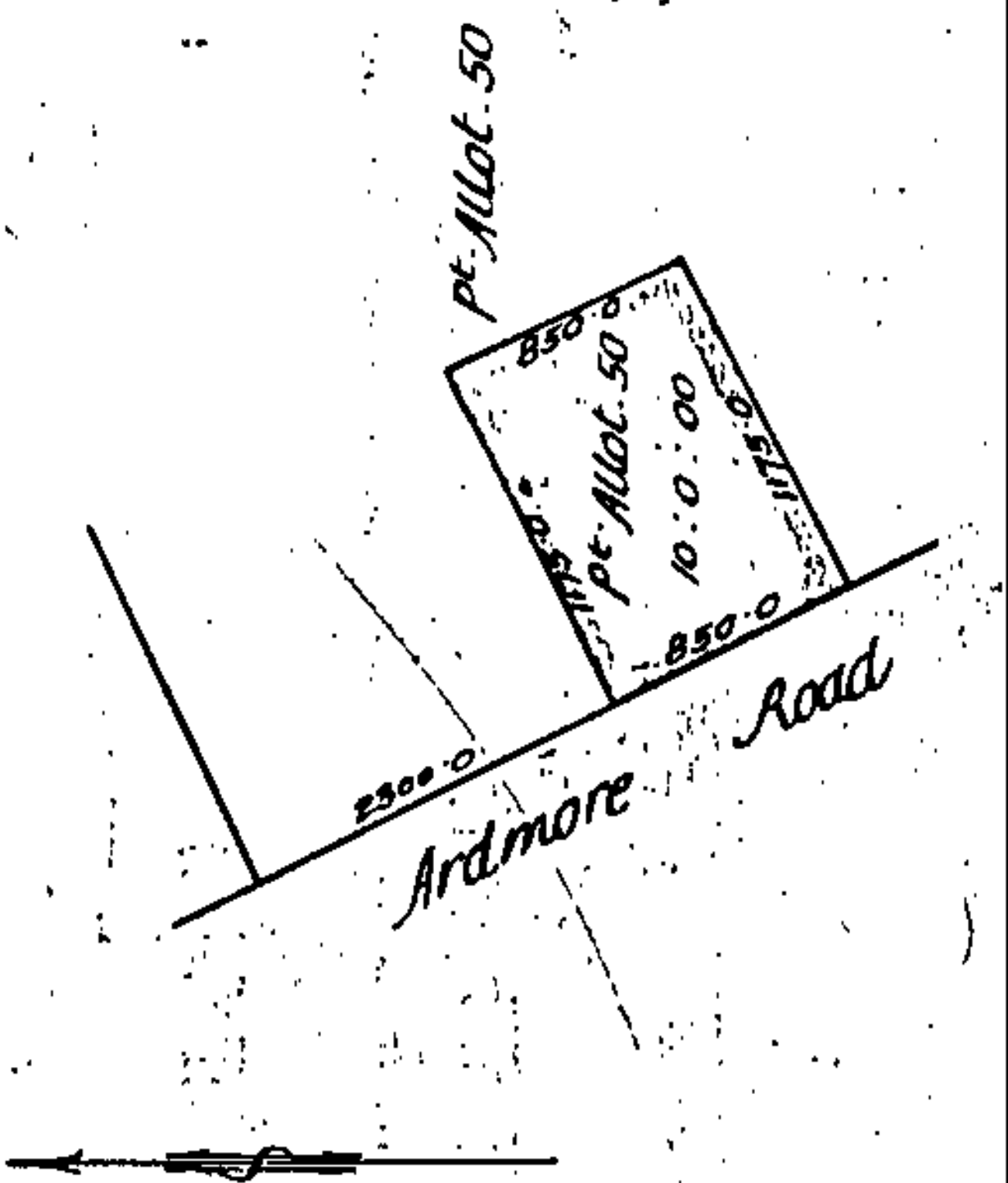
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**Estate** Fee Simple  
**Area** 4.0469 hectares more or less  
**Legal Description** Part Allotment 50 Parish of Papakura  
**Registered Owners**  
Gavin Richard Miller and Lauresa Marlene Drayson

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**Interests**

The above Certificate of Title is issued pursuant to the provisions of Section 23 of the Land Transfer (Compulsory Registration of Titles) Act 1924





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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **1072588**  
**Land Registration District** **North Auckland**  
**Date Issued** 30 September 2022

**Prior References**  
894499

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**Estate** Fee Simple  
**Area** 129.0628 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 578804  
**Registered Owners**  
Ardmore Airport Limited

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**Interests**

D068394.1 Lease of part formerly Lot 22 DP 171923 Term 50 years commencing on 4 April 1996 and terminating on 3 April 2046 CIR 648380 issued - 15.11.1996 at 2.36 pm  
Appurtenant to part formerly Lot 22 and 41 DP 171923 are rights of way specified in Easement Certificate D100533.1 - 23.1.1997 at 2.17 pm  
Subject to a right of way over parts marked P, KB, KC and CA on DP 578804 specified in Easement Certificate D100533.1 - 23.1.1997 at 2.17 pm  
Appurtenant to part formerly Lot 1 - 7, 11, 13, DP 173740, Lot 10, 14 - 18, DP 173741, Lot 19 - 21, 25, 30 - 38, DP 173742, Lot 26 - 29, 39, 40, 42 - 49 - 65, 67 - 70, DP 173743, Lot 1 - 2 DP 107840 and Lots 8 - 9 DP 192624 is a right of way specified in Easement Certificate D100533.2 - 23.1.1997 at 2.17 pm  
Subject to a right of way over parts marked P, KB, KC and CA on DP 578804 specified in Easement Certificate D100533.2 - 23.1.1997 at 2.17 pm  
Appurtenant to part formerly Lot 21, 25, 30 - 35 DP 173742, Lots 26 - 29 DP 173743, Lots 22 DP 171923, Lot 305 and 306 DP 179799 is a right of way specified in Easement Certificate D100533.10 - 23.1.1997 at 2.17 pm  
Subject to a right of way over parts marked L and M on DP 578804 specified in Easement Certificate D100533.10 - 23.1.1997 at 2.17 pm  
Appurtenant to parts formerly Lot 25 DP 173742, Lots 26 - 29, 39, 40, 42 - 65 and 67 - 70 DP 173743 is a right of way specified in Easement Certificate D100533.12 - 23.1.1997 at 2.17 pm  
Subject to a right of way over parts marked N, O, Q & R on DP 578804 specified in Easement Certificate D100533.12 - 23.1.1997 at 2.17 pm  
D314348.1 Lease of part formerly Lot 65 DP 173743 Term 50 years commencing on 1 May 1996 CT 491922 issued - 24.9.1998 at 3:44 pm  
D359462.1 Certificate that a building consent has been issued in respect of a building on the land that is described in Section 36(2) Building Act 1991 (affects part formerly Lot 9 DP 192624) - 18.2.1999 at 2.00 pm  
D416871.1 Lease of parts formerly Lots 30 & 32 DP 173742 Term 50 years commencing 1 October 1997 and terminating 30 September 2047 CT 381708 issued - 4.8.1999 at 3:32 pm  
Land Covenant in Deed D443430.1 (affects parts formerly Lots 71 - 85 DP 178388) - 26.10.1999 at 3.44 pm

D557630.1 Lease of part formerly Lot 300 DP 173739 Term 25 years commencing on 1 July 2000 CT 104312 issued (renewal clause) - 14.11.2000 at 3:27 pm

D557630.2 Lease of Lot 310 DP 205039 Term 25 years commencing on 1 July 2000 CT 328986 issued (renewal clause) - 14.11.2000 at 3:27 pm

D580479.1 Lease of Lot 55 DP 173743 Term 25 years commencing on 1 October 2000 CT 98469 issued - 16.2.2001 at 2:26 pm

D660954.1 Lease of part formerly Lot 63 DP 173743 Term 20 years commencing on 1.11.2001 and terminating on 31.10.2021 CT 215851 issued (renewal clause) - 28.11.2001 at 3:14 pm

D670082.1 Lease of part formerly Lot 307 DP 173739 Term 20 years commencing on 1 July 2001 and terminating on 30 June 2021 CIR 414731 issued (renewal clause) - 24.12.2001 at 1:25 pm

5263223.1 Certificate that a building consent has been issued in respect of a building on the land that is described in Section 36(2) Building Act 1991 (affects part formerly Lot 306 DP 179799) - 24.6.2002 at 3:22 pm

5505118.1 Lease of part formerly Lot 34 DP 173742 Term 20 years commencing on 1 August 2001 CT 77974 issued (renewal and purchasing clauses) - 3.3.2003 at 9:00 am

6001364.1 Variation of Lease D218610.1 - 12.5.2004 at 9:00 am

6737303.1 Lease in renewal of Lease B830334.1 of part formerly Lot 27 DP 173743 Term 21 years from and including 1 May 2005 CT 271406 issued - 1.2.2006 at 9:00 am

6897412.1 Lease of Lot 24 DP 357222 Term 19 years 1 month and 10 days commencing on 8 June 2006 and expiring on 17 July 2025 CT 292951 issued (renewal clause) - 8.6.2006 at 9:00 am

7039463.1 Variation of Lease D580479.1 - 21.9.2006 at 9:00 am

7039464.1 Variation of Lease D557630.1 - 21.9.2006 at 9:00 am

7046949.1 Lease of Lot 151 Deposited Plan 331135 Term 30 years commencing on the 1.7.2004 and expiring on 30.6.2034 CT 128181 issued (renewal clause) - 27.9.2006 at 9:00 am

7544206.1 Variation of Lease D152346.1 - 18.9.2007 at 9:00 am

7549737.1 Variation of Lease D416871.1 - 21.9.2007 at 9:00 am

7651415.1 Variation of Lease D660954.1 - 11.12.2007 at 9:00 am

7762650.1 Variation of Lease D670082.1 - 27.3.2008 at 9:00 am

7862321.1 Variation of Lease 6737303.1 - 27.6.2008 at 2:37 pm

7944546.1 Variation of Lease D152346.1 and extension of term - 23.9.2008 at 9:00 am

7944550.1 Variation of Lease D416871.1 - 23.9.2008 at 9:00 am

8190571.1 Variation of Lease D125355.1 - 10.6.2009 at 9:00 am

8247952.1 Variation of Lease 5505118.1 - 6.8.2009 at 9:00 am

8264681.1 Variation of Lease D314348.1 - 24.8.2009 at 9:00 am

8246597.2 Lease of part formerly Lot 58 DP 173743 Term 20 years commencing on 1.3.2009 and expiring on 28.2.2029 CIR 515639 issued. - 8.3.2010 at 11:54 am

Land Covenant in Easement Instrument 8497903.2 (affects part formerly Lot 4 DP 328158) - 9.6.2010 at 12:36 pm

Subject to a right of way over parts marked S & T on DP 578804 created by Easement Instrument 8555190.1 - 25.8.2010 at 10:54 am

Appurtenant to part formerly Lots 8 and 9 DP 192624 is a right of way created by Easement Instrument 8555190.1 - 25.8.2010 at 10:54 am

8650395.1 Variation of Lease D557630.1 - 22.2.2011 at 10:37 am

8668830.1 Variation of Lease D557630.2 - 24.2.2011 at 11:43 am

8715137.1 Variation of Lease D580479.1 - 28.3.2011 at 4:32 pm

8737514.1 Variation of Lease 8196603.1 - 15.8.2011 at 2:19 pm

8903924.1 Variation of Lease 5505118.1 - 13.3.2012 at 9:55 am

9430711.1 Variation of Lease D416871.1 - 6.11.2013 at 5:02 pm

8903969.1 Variation of Lease D314348.1 - 16.4.2014 at 1:22 pm

9697110.3 Lease of Areas 1200 and 1205 DP 465343 Term 10 years commencing on 1 June 2013 and expiring on 31 May 2023 CT 662789 issued - 17.7.2014 at 5:04 pm

8884477.1 Variation of Lease D670082.1 - 7.8.2014 at 3:18 pm

9818983.1 Lease of Area 1375 DP 465343 Term 20 years commencing on 1 January 2013 and expiring on 31 December 2033 CT 668397 issued (renewal clause) - 26.8.2014 at 4:28 pm

9818983.2 Variation of Lease 9818983.1 - 26.8.2014 at 4:28 pm

Land Covenant in Easement Instrument 9798490.1 - 4.11.2014 at 4:34 pm

9926014.1 Variation of Lease D314348.1 - 23.12.2014 at 10:46 am

9926245.1 Variation of Lease 7046949.1 - 29.5.2015 at 1:01 pm

10196353.1 Lease of Lot 5104 DP 465343 Term 10 years commencing on 1 October 2015 CT 716041 issued (renewal clause) - 1.10.2015 at 5:50 pm

10196353.2 Lease of Lot 5105 DP 465343 Term 10 years commencing on 1 October 2015 CT 716042 issued (renewal clause) - 1.10.2015 at 5:50 pm

10196873.1 Lease of Area 5103 DP 465353 Term 10 years commencing on 1.10.2015 CT 724318 issued (renewal clause) - 14.10.2015 at 5:03 pm

9764987.1 Variation of Lease 8246597.2 - 3.12.2015 at 5:04 pm

9675928.3 Lease of Area 1430 DP 465343 Term 20 years commencing on 1.6.2014 and expiring on 31.5.2034 CT 665963 issued - 31.5.2016 at 8:51 am

10484660.1 Mortgage to (now) Bank of China Limited - 30.6.2016 at 3:53 pm

10364138.1 Lease of Area 1260 Deposited Plan 465343 Term 10 years commencing on 1 February 2016 CIR 771766 issued - 25.1.2017 at 8:57 am

10701794.1 Variation of Lease 5005118.1 extending the term to 31.7.2031 - 17.2.2017 at 12:00 pm

10696718.1 Lease of Area 5163 Deposited Plan 502694 Term 10 years commencing on 1 April 2017 CIR 787707 issued (renewal clause) - 15.5.2017 at 8:38 am

10703481.2 Lease of Area 1540 Deposited Plan 465343 Term 17 years commencing 1 July 2017 CT 793555 issued - 16.6.2017 at 9:34 am

9799842.2 Lease of Area 1170 DP 465343 Term 15 years commencing on 1.7.2014 and expiring on 30.6.2029 CIR 666126 issued - 5.12.2017 at 11:49 am

11131049.1 Variation of Mortgage 10484660.1 - 31.5.2018 at 4:19 pm

11191153.1 Lease of Area 1570 DP 465343 Term 10 years commencing on 1.3.2015 and expiring on 28.2.2025 CT 852391 issued - 8.8.2018 at 4:43 pm

11196621.1 Lease of Area 5020 Deposited Plan 522740 Term 10 years commencing on 1.6.2018 CT 830046 issued (renewal clause) - 23.8.2018 at 3:29 pm

10968109.1 Variation of Lease 6737303.1 - 5.11.2018 at 4:24 pm

10358148.1 Variation of Lease D557630.2 - 5.11.2018 at 4:25 pm

11324946.2 Lease of Area 1090 Deposited Plan 465343 Term 10 years commencing on 18.1.2019 Record of Title 871056 issued (renewal clause) - 18.1.2019 at 2:22 pm

11508683.2 Lease of Area 1530 Deposited Plan 465343 Term 10 years commencing on 28 August 2019 Record of Title 908241 issued (renewal clause) - 28.8.2019 at 2:42 pm

11528074.1 Lease of Area 1520 Deposited Plan 465343 Term 10 years commencing on 30 August 2019 Record of Title 909984 issued (renewal clause) - 3.9.2019 at 11:20 am

11579483.1 Lease of Area 1160 DP 541890 Term commencing on 5 December 2019 to 17 January 2029 Record of Title 911244 issued (renewal clause) - 5.12.2019 at 8:41 am

11671772.1 Lease of Area 5162 Deposited Plan 502694 Term 10 years commencing on 1 March 2020 Record of Title 753578 issued (renewal clause) - 3.3.2020 at 8:18 am

11710824.1 Lease of Area 5161 Deposited Plan 502694 Term 10 years from 1 April 2020 Record of Title 753577 issued (renewal clause) - 1.4.2020 at 11:51 am

Subject to a right to convey electricity (in gross) over part marked CA and CB on DP 578804 in favour of Vector Limited

created by Easement Instrument 11728391.1 - 3.4.2020 at 9:32 am

11801365.1 Lease of Area 5100 Deposited Plan 550429 Term 10 years from 1 August 2020 Record of Title 948576 issued (renewal clause) - 19.8.2020 at 1:42 pm

11801367.1 Lease of Area 5030 Deposited Plan 522740 Term 10 years from 1 August 2020 Record of Title 830047 issued (renewal clause) - 4.9.2020 at 4:47 pm

11824459.1 Lease of Area 5102 Deposited Plan 550429 Term 10 years from 1 August 2020 Record of Title 948578 issued (renewal clause) - 16.9.2020 at 12:42 pm

11972115.1 Variation of Lease D557630.2 and extension of term to 30.6.2033 - 26.1.2021 at 9:15 am

11968651.1 Lease of Area 5037 Deposited Plan 522740 Term 10 years from 1 January 2021 Record of Title 830471 issued (renewal clause) - 9.2.2021 at 4:04 pm

11968621.1 Lease of Area 5101 Deposited Plan 550429 Term 10 years from 1 January 2021 Record of Title 948577 issued (renewal clause) - 9.3.2021 at 8:38 am

12013955.2 Lease of Lot 1 Deposited Plan 107840 Term 6 years from 1.3.2021 Record of Title 998561 issued (renewal clause) - 13.4.2021 at 9:10 am

12008436.1 Lease of Area 5106 Deposited Plan 558410 Term 10 years from 1.4.2021 Record of Title 980715 issued (renewal clause) - 20.4.2021 at 10:08 am

11885142.1 Variation of Lease D557630.1 and extension of term to 30.7.2033 - 30.4.2021 at 4:49 pm

12043827.1 Lease of Area 1560 Deposited Plan 465343 Term 10 years commencing on 1 April 2021 Record of Title 993314 issued (renewal clause) - 27.5.2021 at 1:02 pm

12134880.1 Lease of Lot 1410 Deposited Plan 465343 Term 10 years commencing on 1 June 2021 Record of Title 1000658 issued (renewal clause) - 3.6.2021 at 2:12 pm

12120537.1 Lease of Area 1080 Deposited Plan 561727 Term 10 years from 1 May 2021 Record of Title 994621 issued (renewal clause) - 30.6.2021 at 12:34 pm

12137903.1 Lease of Lot 25 Deposited Plan 440521 Term 10 years from 1 April 2021 and expiring 31 March 2031 Record of Title 1001202 issued - 21.7.2021 at 11:12 am

Subject to a right (in gross) to convey electricity over part marked DA and DB on DP 578804 in favour of Vector Limited created by Easement Instrument 12249041.1 - 30.11.2021 at 9:24 am

12210597.1 Lease of Area 1460 Deposited Plan 465343 Term 10 years commencing on 4 November 2021 Record of Title 1013131 issued (renewal clause) - 13.12.2021 at 8:07 am

12111071.1 Lease of Area 1485 Deposited Plan 569096 Term 10 years from 1.12.2021 Record of Title 1025267 issued (renewal clause) - 9.3.2022 at 4:20 pm

12223647.1 Lease of Area 1290 Deposited Plan 465343 Term 14 years from 1 June 2021 Record of Title 1015208 issued - 12.4.2022 at 10:18 am

12223647.2 Lease of Area 1295 Deposited Plan 465343 Term 14 years from 1 June 2021 Record of Title 1015209 issued - 12.4.2022 at 10:18 am

12241844.2 Lease of Area 3080 Deposited Plan 566360 Term 12 years 4 months from 1 February 2022 Record of Title 1013368 issued - 3.5.2022 at 11:48 am

12323746.2 Lease of Area 3090 Deposited Plan 566360 Term 11 years 9 months from 1 February 2022 Record of Title 1013369 issued - 4.5.2022 at 9:18 am

12399918.1 Lease of Area 1510 Deposited Plan 573400 Term 10 years from 1 April 2022 Record of Title 1044562 issued (renewal clause) - 16.5.2022 at 2:20 pm

12395745.1 Lease of Area 1450 Deposited Plan 465343 Term 25 years from 1 April 2022 Record of Title 1049046 issued - 22.6.2022 at 1:48 pm

12334224.1 Lease of Area 1500 Deposited Plan 573400 Term 10 years from 1 April 2022 Record of Title 1044561 issued (renewal clause) - 7.7.2022 at 1:34 pm

Appurtenant hereto are rights to drain sewage and rights to convey water created by Easement Instrument 12551349.13 - 30.9.2022 at 1:05 pm

The easements created by Easement Instrument 12551349.13 are subject to Section 243 (a) Resource Management Act 1991

12567262.1 Lease of Area 1050 DP 561727 Term 10 Years from 1 Oct 2022 (Right of Renewals), Record of Title 1091962 issued - 10.11.2022 at 9:07 am

12552973.2 Lease of Area 1420 DP 465343 Term 25 years from 1.9.2022 Record of Title 1088505 issued - 23.1.2023 at 10:57 am

12684571.1 Lease of Area 1670 DP 465343 Term 10 years from 1 January 2023 (right of renewal) Record of Title 1120996 issued - 8.6.2023 at 2:01 pm

12666648.1 Variation of Lease 9818983.1 - 15.6.2023 at 11:40 am

12572642.1 Lease of Area 1590 DP 465343 Term 20 years from 1 October 2022 Record of Title 1093681 issued - 31.7.2023 at 2:54 pm

12857778.1 Lease of Area 1390 DP 465343 Term 10 years from 1.11.2023 (right of renewal) Record of Title 1158043 issued - 6.12.2023 at 10:05 am

Subject to a right (in gross) to convey electricity over part marked A on DP 596354 in favour of Vector Limited created by Easement Instrument 12879916.1 - 9.2.2024 at 12:28 pm

12933606.1 Lease of Area 1040 Deposited Plan 465343 and Area 1048 Deposited Plan 561727 Term 10 years from 1.4.2024 (right of renewal) Record of Title 1170690 and 994618 issued. - 4.4.2024 at 10:21 am

12859780.1 Lease of Area 5155 DP 465343 Term 10 years from 1 October 2023 (right of renewal) Record of Title 1158421 issued - 7.6.2024 at 10:57 am

13005250.1 Variation of Lease 11324946.2 - 16.7.2024 at 11:59 am

13022831.1 Lease of Area 5107 DP 604624 Term 10 years from 1/7/2024 (right of renewal) Record of Title 1184936 issued - 1.8.2024 at 10:33 am

13058519.1 Variation of Lease 8246597.2 - 15.10.2024 at 9:25 am

13230284.2 Lease of Lot 4 DP 173743 Term 10 years from 1 April 2025 (right of renewal) Record of Title 1226474 issued - 31.3.2025 at 4:17 pm

13119912.2 Lease of Area 1380 DP 465343 Term 7 years and 6 months from 1 October 2024 (right of renewal) Record of Title 1206495 issued - 4.6.2025 at 2:51 pm

13225393.1 Lease of Area 1002 DP 612858 Term 10 years commencing 1 April 2025 (right of renewal) Record of Title 1219166 issued - 11.6.2025 at 1:54 pm

13225354.1 Lease of Area 1000 DP 612858 Term 10 years from 1 April 2025 (right of renewal) Record of Title 1219164 issued - 5.9.2025 at 11:48 am

13225378.1 Lease of Area 1001 DP 612858 Term 10 years from 1 April 2025 (right of renewal) Record of Title 1219165 issued - 5.9.2025 at 11:49 am

13263360.1 Lease of Area 1570 DP 465343 Term 5 years from 1 March 2025 (right of renewal) Record of Title 1232124 issued - 8.9.2025 at 3:45 pm

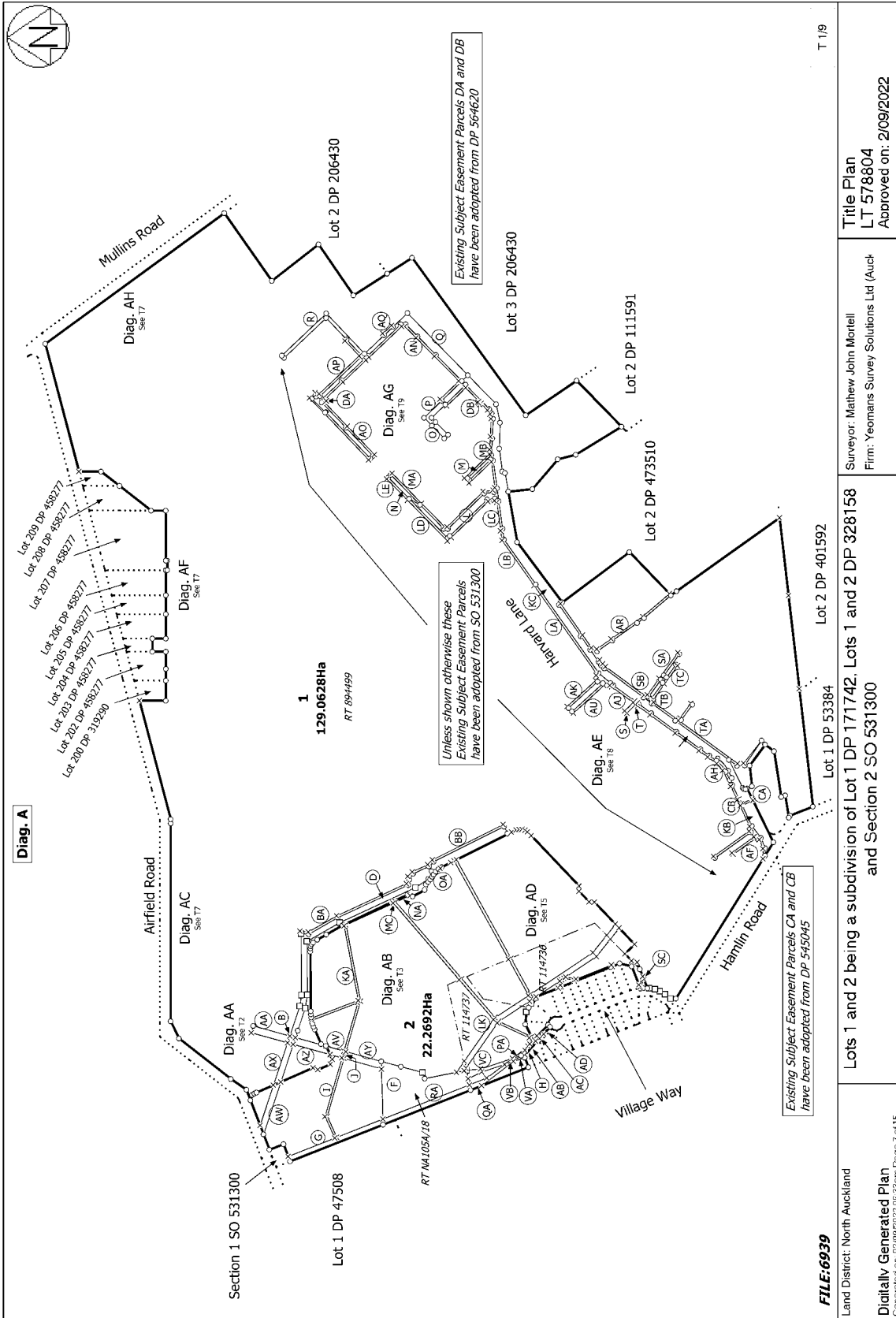
13359263.1 Lease of Lot 1060 DP 561727 Term 10 years from 1 July 2025 (right of renewal) Record of Title 1258046 issued - 9.9.2025 at 10:02 am

13359907.1 Variation of Lease 10196353.1 and extension of term to 30 September 2035 - 23.9.2025 at 11:27 am

13359907.2 Variation of Lease 10196353.2 and extension of term to 30 September 2035 - 23.9.2025 at 11:27 am

13457900.10 Surrender of the right to convey water marked I, J, KA, MC, NA, OA, PA, QA and VB on DP 578804 and the right to drain sewage over part marked F, LK and MC on DP 578804 created by Easement Instrument 12551349.13-19.11.2025 at 4:45 pm

13418678.1 Variation of Lease 5505118.1 - 24.11.2025 at 2:55 pm



FILE:6939

Land District: North Auckland

Digitally Generated Plan

Generated on: 02/09/2022 06:33am Page 7 of 15

Lots 1 and 2 being a subdivision of Lot 1 DP 171742, Lots 1 and 2 DP 328158 and Section 2 SO 531300

Surveyor: Mathew John Mortell  
Firm: Yeomans Survey Solutions Ltd (Auck)

Title Plan  
LT 578804  
Approved on: 2/09/2022

T 1/9



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **1072589**  
**Land Registration District** **North Auckland**  
**Date Issued** 30 September 2022

**Prior References**

114736                      114737                      894499  
NA105A/18

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**Estate**                      Fee Simple  
**Area**                      22.2692 hectares more or less  
**Legal Description**      Lot 2 Deposited Plan 578804

**Registered Owners**

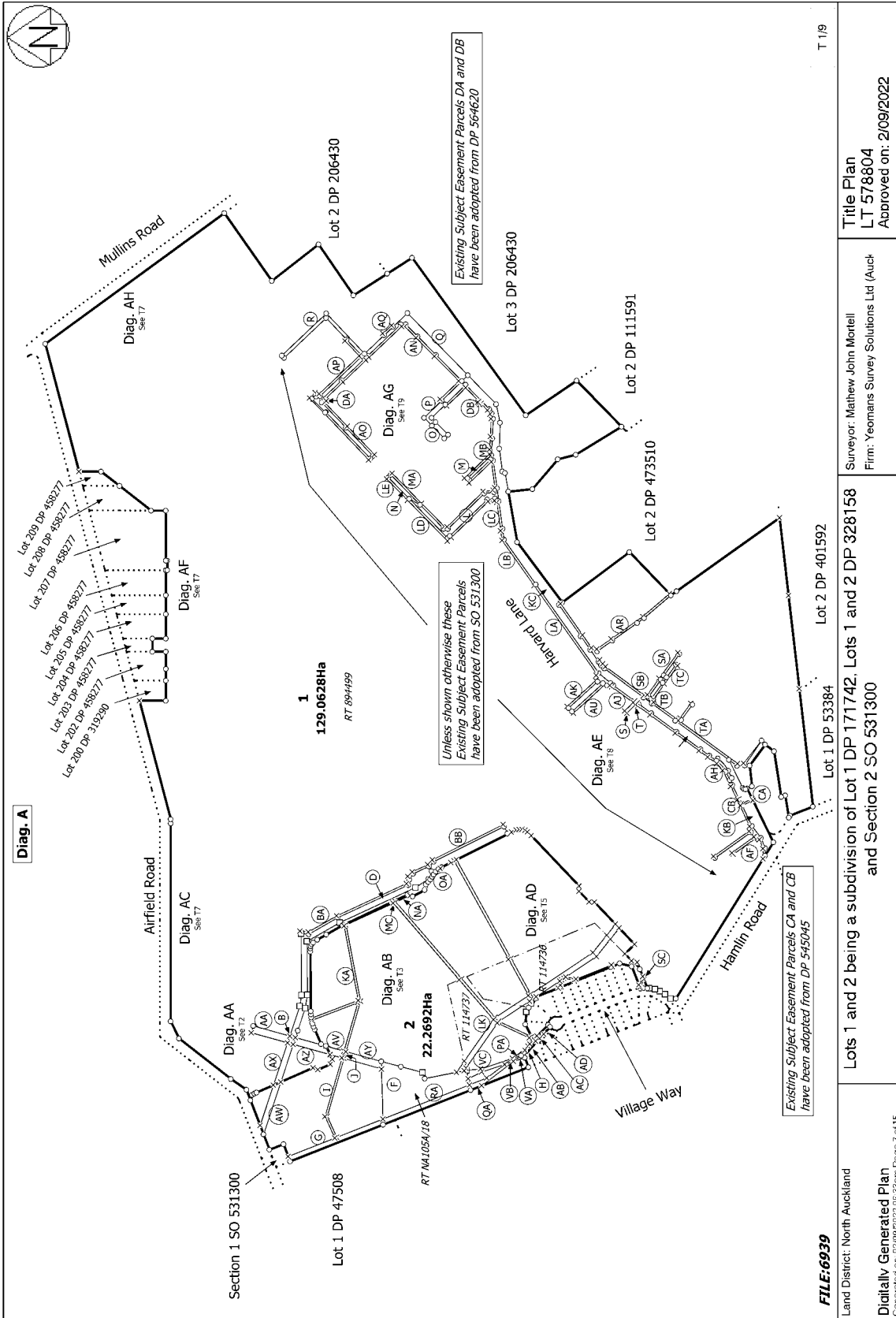
Ardmore Commercial Limited

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**Interests**

Appurtenant hereto are rights of way specified in Easement Certificate D007137.1 - 13.6.1996 at 2:34 pm  
The easements specified in Easement Certificate D007137.1 are subject to Section 243 (a) Resource Management Act 1991  
Subject to a right of way over parts marked AB, AC, AD and H on DP 578804 created by Transfer D067737.3 -  
14.11.1996 at 1:34 pm  
The easements created by Transfer D067737.3 are subject to Section 243 (a) Resource Management Act 1991  
6100001.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 (affects parts formerly Lot 1 and 2 DP  
328158) - 2.8.2004 at 9:00 am  
Land Covenant in Easement Instrument 8497903.2 (affects part formerly Lot 4 DP 328158) - 9.6.2010 at 12:36 pm  
8737564.1 Lease of part formerly Lot 1 DP 171742 in renewal of Lease D042660.1 Term 10 years commencing on  
1.9.2006 CT 559918 issued (renewal clause) - 7.7.2011 at 10:58 am  
Land Covenant in Easement Instrument 9798490.1 - 4.11.2014 at 4:34 pm  
12551349.2 Surrender of the right of way over parts marked V, AB, AC and AD on DP 328158 created by Easement  
Certificate D007137.1 - 30.9.2022 at 1:05 pm  
12551349.12 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 30.9.2022 at 1:05 pm  
Subject to are rights to drain sewage over part marked AB, AC, AD and RA and rights to convey water over part marked  
G, H, RA, SC, AC and AB all on DP 578804 created by Easement Instrument 12551349.13 - 30.9.2022 at 1:05 pm  
The easements created by Easement Instrument 12551349.13 are subject to Section 243 (a) Resource Management Act  
1991  
Subject to rights of way (in gross) over part marked RA rights to drain sewage (in gross) over part marked AB, AC, AD  
and RA and rights to convey water (in gross) over part marked G, H, RA, SC, AC and AB all on DP 578804 in favour of  
Ardmore Utilities Limited created by Easement Instrument 12551349.14 - 30.9.2022 at 1:05 pm  
The easements created by Easement Instrument 12551349.14 are subject to Section 243 (a) Resource Management Act  
1991

12989480.1 Lease of Area 10 Deposited Plan 601609 Term 22 years and 5 months commencing on 1.4.2024 ( right of renewal) Record of Title 1172770 issued - 16.5.2024 at 4:27 pm



FILE:6939

Land District: North Auckland

Digitally Generated Plan

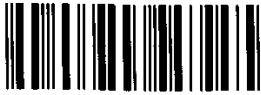
Generated on: 02/09/2022 06:33am Page 7 of 15

Lots 1 and 2 being a subdivision of Lot 1 DP 171742, Lots 1 and 2 DP 328158 and Section 2 SO 531300

Surveyor: Mathew John Mortell  
Firm: Yeomans Survey Solutions Ltd (Auck)

Title Plan  
LT 578804  
Approved on: 2/09/2022

T 1/9



IN THE MATTER OF

Section 221 of the Resource  
Management Act 1991

BETWEEN

ARDMORE AIRPORT LTD

Registered Proprietors

AND

THE PAKAKURA DISTRICT  
COUNCIL

The Council

CONSENT NOTICE UNDER SECTION 221 OF THE  
RESOURCE MANAGEMENT ACT 1991

In the Matter of Lots 1 & 2 on Deposited Plan 328158

THE PAKAKURA DISTRICT COUNCIL [the Territorial Authority] having jurisdiction in respect of the above land hereby gives notice that subdivision consent is granted subject to the following conditions being registered against the Certificate of Title of Lots 1 and 2 and complied with as follows:

That the recommendations contained in the Geotechnical Investigation Report prepared by Harrison Grierson Consultants Ltd, Reference 23.07421.1 and dated August 2003 specifying information and recommendations relating to foundation design and stormwater disposal be continually upheld.

Dated at Papakura this 9<sup>th</sup> day of February 2004

.....  
Greg Aitken, Acting Principal Planner  
Authorised Officer



# View Instrument Details

**Instrument No** 8497903.2  
**Status** Registered  
**Date & Time Lodged** 09 June 2010 12:36  
**Lodged By** Blackbourn, Tina May  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
114739	North Auckland
NA10A/136	North Auckland

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**Annexure Schedule:** Contains 5 Pages.

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## 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 Christopher Maurice Lynch as Grantor Representative on 04/06/2010 08:49 AM

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## 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 Andrew Todd Franicevic as Grantee Representative on 09/06/2010 11:53 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)

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

**Grantor**

John Joseph Antunovich and Kathleen Eunice Antunovich
---

**Grantee**

Ardmore Airport Limited
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**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 <i>profit(s) à prendre</i> 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
Covenant		NA10A/136	114739

**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 \_\_\_\_\_]~~

Form L

Annexure Schedule

Page of Pages

Insert instrument type

[Empty rectangular box for instrument type]

**INTRODUCTION**

- A. The Grantor is registered as proprietor of the Servient Tenement.
- B. The Grantee is registered as proprietor of the Dominant Tenement.
- C. The Grantee operates the Ardmore Airport from the Dominant Tenement which results and is likely to result in Environmental Effects, which has and is likely to have consequences beyond the boundaries of the Dominant Tenement including upon the Servient Tenement.
- D. The Servient Tenement is identified as being subject to high levels of noise from operations at Ardmore Airport and the Grantor has accepted the Grantee's offer to make payment of a sum to be paid to the Grantee to enable the Grantee to mitigate the effects of such noise.
- E. In consideration of the Grantee's offer the Grantor has agreed with the Grantee to accept for itself and its successors in title to the Servient Tenement and any part or interest in the Servient Tenement an obligation not to object to Airport Activities or associated Environmental Effects in accordance with the terms of this Instrument.

**COVENANTS**

The Grantor for itself and its successors in title to the Servient Tenement, or any part of it hereby covenants, acknowledges and agrees with the Grantee as a covenant for the benefit of the Dominant Tenement that the Grantor will observe and perform all the stipulations and restrictions contained in Schedule B to the end and intent that each of the stipulations and restrictions shall, in the manner and to the extent prescribed forever enure for the benefit of and be appurtenant to the whole of the Dominant Tenement, every part thereof and any other land zoned or set aside for Airport Activities.

**SCHEDULE B  
(COVENANTS)**

- 1 Provided that the Grantee is acting within conditions and restrictions imposed on it in that regard under its designations and/or replacement designations and in accordance with the requirements of the relevant District Plan and/or replacement District Plans the Grantor covenants with the Grantee to observe at all times the following covenants given on the part of the Grantor:
  - 1.1 The Grantor and the occupiers of the Servient Tenement (from time to time) will not complain (directly or indirectly) about Aviation Activity or associated Environmental Effects at Ardmore Airport conducted in accordance and in compliance with AAL's Noise Management Plan, AAL's Operation Manual, Civil Aviation Authority's Rules and Regulations and the Civil Aviation Authority's publication "Good Aviation Practice" (or "GAP") at any time in respect of the Servient Tenement or in any other regard;
  - 1.2 The Grantor and the occupiers of the Servient Tenement (from time to time) shall not claim compensation in any manner whatsoever in relation to Aviation Activity or associated Environmental Effects at Ardmore Airport or in relation to the registration of this Instrument;
  - 1.3 The Grantor and the occupiers of the Servient Tenement (from time to time) at their own cost in all respects will at all times be responsible and comply with the requirements of the Papakura District Council (or relevant body that replaces this Council) to achieve noise attenuation within habitable rooms in the dwelling on the Servient Tenement as envisaged and/or referred to in the District Plan and/or replacement District Plans of the Papakura District Council (or relevant body that replaces this Council) which is or may become operative at any time;
  - 1.4 The Grantor and the occupiers of the Servient Tenement (from time to time) will not make nor lodge nor be a party to nor finance nor contribute to the cost of any submission, application or proceeding (under the Resource Management Act 1991) designed or intended to limit, prohibit or restrict in any way Aviation Activities or associated Environmental Effects with any relevant authority having jurisdiction over Aviation Activity at Ardmore Airport.
- 2 The parties agree that production of a copy of this Instrument to the Environment Court or any appropriate authority will be a complete defence to any complaint by the Grantor or any occupier of the Servient Tenement in relation to Aviation Activity or associated Environmental Effects. Such complaint will be deemed to be withdrawn on production of a copy of this Instrument.
- 3 The covenants contained in this Instrument shall run with the land and will be deemed an interest in land for the purposes of the Land Transfer Act 1952. This covenant will bind all transferees, assignees and successors in title, owners and occupiers of any estate or interest in the Servient Tenement.
- 4 If the Grantor breaches any of the terms contained in this Instrument the Grantee may at its sole discretion but not by limitation bring an action against the Grantor for specific performance of the terms of this Instrument and/or enforce their statutory rights.
- 5 If any dispute arises between the Grantee and the Grantor concerning the rights and obligations set out in this Instrument the parties will:
  - 5.1 Enter into negotiations in good faith to resolve the dispute;
  - 5.2 If the dispute is not resolved within one month of the date on which the parties begin their negotiations, submit the dispute to the arbitration of an independent arbitrator appointed jointly

by the parties;

5.3 If the parties cannot agree on that appointment within 14 days then the arbitration shall be carried out by an independent arbitrator appointed by the President of the New Zealand Law Society;

5.4 Such arbitration will be determined in accordance with the Arbitration Act 1996.

6 For the purposes of this Instrument the following words shall have the following meanings;

**Aviation Activities** means all customary commercial and leisure activities, works, uses and occupation carried on at or in the vicinity of Ardmore Airport at any time in accordance with prevailing practices and trends for the time being, whether involving the use of light or heavy machinery, aircraft, equipment, vehicles or otherwise including (without limitation):

6.1 The landing and take off of any aircraft;

6.2 The taxiing of aircraft associated with landing and take off and other surface movements of aircraft for the purpose of taking an aircraft from one part of the airport to another;

6.3 Aircraft flying along any flight path; or:

6.3.1 within the area designated for airport purposes within the District Plan from time to time;

6.3.2 in the Air Noise Boundaries shown in the District Plan from time to time; or

6.3.3 in the area of the Mandatory Broadcast Zone shown in the District Plan from time to time.

6.4 Engine testing.

6.5 Activities ancillary to or associated with any of the above whether conducted on the Dominant Tenement or elsewhere.

**Environmental Effects** includes, without limitation, noise and other effects arising from and ancillary to Aviation Activity on the Dominant Tenement.

7 The Grantor hereby covenants that it shall at all times hereafter save harmless and keep indemnified the Grantee from all proceedings, costs, claims and demands in respect of breaches by the Grantor of the covenants and restrictions contained and implied on behalf of the Grantor which occur while the Grantor is registered proprietor of the Servient Tenement.



# View Instrument Details

**Instrument No** 8555190.1  
**Status** Registered  
**Date & Time Lodged** 25 August 2010 10:54  
**Lodged By** Campbell, Helen Margaret  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
NA122A/944	North Auckland
NA122A/945	North Auckland

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**Annexure Schedule:** Contains 2 Pages.

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## 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 Emma Elizabeth Bird as Grantor Representative on 25/08/2010 09:54 AM

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## 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 Emma Elizabeth Bird as Grantee Representative on 25/08/2010 09:54 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**

**ARDMORE AIRPORT LIMITED**

**Grantee**

**ARDMORE AIRPORT 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 of Way	Area A DP 432267	NA122A/944	NA122A/945
Right of Way	Area B DP 432267	NA122A/945	NA122A/944

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**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** 9798490.1  
**Status** Registered  
**Date & Time Lodged** 04 November 2014 16:34  
**Lodged By** Wilson, Nicholas James  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
114736	North Auckland
114737	North Auckland
597618	North Auckland
597619	North Auckland
597620	North Auckland
597621	North Auckland
597622	North Auckland
597623	North Auckland
597624	North Auckland
597625	North Auckland
597626	North Auckland
75931	North Auckland
NA105A/18	North Auckland
NA127C/915	North Auckland
NA127C/917	North Auckland
NA127C/918	North Auckland
NA40B/912	North Auckland

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**Annexure Schedule:** Contains 9 Pages.

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## 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 Julie Ruth Wilson as Grantor Representative on 04/11/2014 03:03 PM

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## 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

---

**Grantee Certifications**

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 James Wilson as Grantee Representative on 06/10/2014 02:44 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)

2009/6229EF  
APPROVED  
Registrar-General of Land

**Grantor**

Manukau Golf Club Incorporated

**Grantee**

Ardmore Airport 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		NA127C/915	75931
		NA127C/917	114736
		NA127C/918	114737
		NA40B/912	597618
			597619
			597620
			597621
			597622
			597623
			597624
			597625
		597626	
		NA105A/18	

**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 \_\_\_\_\_]~~

**ANNEXURE**

**THE MANUKAU GOLF CLUB INCORPORATED**

Grantor

**ARDMORE AIRPORT LIMITED**

Grantee

**DEED OF LAND COVENANT**

DEED dated the \_\_\_\_\_ day of \_\_\_\_\_ 2014

**PARTIES**

**THE MANUKAU GOLF CLUB INCORPORATED** together with their successors in title ("**Grantor**")

**ARDMORE AIRPORT LIMITED** together with its successors in title ("**Grantee**")

**INTRODUCTION**

- A. The Grantor is registered as proprietor of the Servient Land.
- B. The Grantee is registered as proprietor of the Dominant Land.
- C. The Grantee operates Ardmore Airport from the Dominant Land, which operation results in or is likely to result in certain external effects which have or are likely to have consequences beyond the boundaries of the Dominant Land, including upon the Servient Land.
- D. The Grantor has agreed to covenant with the Grantee on the terms set out in this Deed.

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Deed unless the context indicates otherwise:

"**Airport**" has the meaning ascribed to that term under the Airport Authorities Act 1966;

"**Airport Operations**" means all commercial and leisure activities, uses, prevailing practices and developments carried on at an Airport at any time including (without limitation) the operation of fixed wing and rotary aircraft, and whether involving the use of light or heavy machinery equipment, vehicles, aircraft or otherwise.

"**District Plan**" has the meaning ascribed to that term under the Resource Management Act 1991;

"**Dominant Land**" means the land more particularly described in the Second Schedule or any part of it

"**Grantor**" means the Grantor named in this Deed and includes its successors in title, assigns and administrators, the person(s) for the time being registered as proprietor of the Servient Land and any person claiming under the Grantor;

"**Habitation**" means habitation of a dwelling for residential, commercial, industrial or any other purposes;

"**Proposed Plan**" has the meaning ascribed to that term under the Resource Management Act 1991;

**“Servient Land”** means the land more particularly described in the First Schedule or any part of it.

**Defined Expressions:** expressions defined in the main body of this Deed have the defined meaning in whole of this Deed including the introduction;

**Headings:** section, clause and other headings are for ease of reference only and do not affect this Deed’s interpretation;

**Joint and Several liability:** an obligation by two or more persons means those persons jointly and severally;

**Negative obligations:** any obligation or covenant not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

**Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, association, trusts organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;

**Plural or singular** words importing the singular include the plural and vice versa;

**Statutes and Regulations:** references to any statutory provision includes any statutory provisions which amends or replaces it and any subordinate legislation made under it.

## 2. COVENANTS OF GRANTOR

- 1.1 The Grantor hereby covenants, acknowledges and agrees with the Grantee as a covenant for the benefit of the Dominant Land, that the Grantor will observe and perform all the stipulations and restrictions contained in the Third Schedule to the end and intent that each of the stipulations and restrictions shall, in the manner and to the extent prescribed, enure for the benefit of, and be appurtenant to, the whole of the Dominant Land or any part of it and the registered proprietor(s) for the time being of the Dominant Land.

**FIRST SCHEDULE**

(Servient Land)

<b>Legal Description</b>	<b>Identifier</b>
Lot 2 Deposited Plan 198874	NA127C/915
Lot 4 Deposited Plan 198874	NA127C/917
Lot 5 Deposited Plan 198874	NA127C/918
Lot 1 Deposited Plan 84106	NA40B/912
All North Auckland Land Registration District	

**SECOND SCHEDULE**

(Dominant Land)

<b>Legal Description</b>	<b>Identifier</b>
Lot 200 Deposited Plan 319290	75931
Lot 1 Deposited Plan 328158	114736
Lot 2 Deposited Plan 328158	114737
Lot 202 Deposited Plan 458277	597618
Lot 203 Deposited Plan 458277	597619
Lot 204 Deposited Plan 458277	597620
Lot 205 Deposited Plan 458277	597621
Lot 206 Deposited Plan 458277	597622
Lot 207 Deposited Plan 458277	597623
Lot 208 Deposited Plan 458277	597624
Lot 209 Deposited Plan 458277	597625
Lot 500 Deposited Plan 458277	597626
Lot 1 Deposited Plan 171742	NA105A/18
All North Auckland Land Registration District	

**THIRD SCHEDULE**

(Covenants)

The Grantor covenants with the Grantee as follows:

1. The Grantor acknowledges that:
  - (a) the Dominant Land is used as an Airport;
  - (b) the Servient Land is within an area of sufficient proximity to the Dominant Land so as to be affected by Airport Operations; and
  - (c) due to the nature of an Airport, the Servient Land is subject to certain external effects from time to time including (without limitation) levels of noise, odours and exhaust velocities as a result of the Airport Operations conducted from the Dominant Land;
2. The Grantor will allow the Grantee to carry on Airport Operations without interference or restraint from the Grantor and shall not object in any way:
  - (a) To the use of the Dominant Land as an Airport; or
  - (b) To any Airport Operations activities being carried out on or from the Dominant Land.
3. The Grantor will not nor permit any person claiming by or through the Grantor to object to, make, lodge, fund or be in anyway be a party to any submission, application, proceeding or appeal (whether pursuant to the Resource Management Act 1991 or otherwise) which limits, prohibits, restricts or which in anyway adversely affects the Airport or Airport Operations on the Dominant Land, including (without limitation) any action to require the Grantee to modify the Airport on or Airport Operations carried out on or from the Dominant Land.
4. The Grantor shall ensure and procure that all buildings used for Habitation on the Servient Tenement are fitted with appropriate acoustic insulation and mechanical ventilation to reduce external noise to achieve an internal design sound level of 40dBA Ldn (5 days) with windows and doors closed and with, if required, mechanical ventilation installed and operational.
5. The Grantor shall ensure and procure that the acoustic insulation of any building required by paragraph 4 is not modified in any way unless the Grantor has obtained the prior written approval of the Grantee.
6. The Grantee shall not unreasonably withhold or delay its approval under paragraph 5 where:
  - (a) such modification meets the requirements of the relevant District Plan or Proposed Plan for acoustic treatment measures to mitigate aircraft noise; or
  - (b) the Grantor is demolishing the building or removing it from the Servient Land;

- (c) the Grantor intends to upgrade or improve the acoustic insulation in the building or relevant parts of the building and such upgrade meets or exceeds the acoustic insulation standards set out in paragraph 4; or
  - (d) the proposed modifications will affect in any material way the mitigation of the effects of Airport Operations inside the building; or
  - (e) the building is no longer being used for Habitation ;
7. The Grantor shall pay the Grantee's reasonable costs in considering a request for approval under paragraph 5, such costs to be payable whether or not the proposed modifications actually proceed or approval pursuant to paragraph 5 is given.



# View Instrument Details

**Instrument No** 11728391.1  
**Status** Registered  
**Date & Time Lodged** 03 April 2020 09:32  
**Lodged By** Burton, Crystalle Lee  
**Instrument Type** Easement Instrument



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<b>Affected Records of Title</b>	<b>Land District</b>
894499	North Auckland

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**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 Mortgagee under Mortgage 10484660.1 has consented to this transaction and I hold that consent

## Signature

Signed by Alex Foo as Grantor Representative on 02/04/2020 12:15 PM

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## Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

## Signature

Signed by Emily Rebecca Peacocke as Grantee Representative on 03/04/2020 09:18 AM

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

**Easement Instrument to Grant Easement**  
Section 109 Land Transfer Act 2017

**Grantor**

**ARDMORE AIRPORT LIMITED**

**Grantee**

**VECTOR LIMITED**

**Grant of Easement**

**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) 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*

<b>Purpose of Easement</b>	<b>Easement Land Shown (plan reference)</b>	<b>Burdened Land (Record of Title)</b>	<b>Benefited Land (Record of Title) or in gross</b>
Right to convey Electricity	A and B on DP 545045	Section 2 SO 531300 (RT 894499)	In Gross

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

The rights and powers implied in specified classes of easement prescribed by the Land Transfer Regulations 2018 shall not apply and are substituted by the provisions set out in the Annexure Schedule.

**Presence of Accommodation (select as applicable):**

There is no Accommodation <input type="checkbox"/>	The Accommodation is owned by the Landowner <input type="checkbox"/>	The Accommodation is owned by the Network Operator <input checked="" type="checkbox"/>
--	--	--

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

In this easement unless the context otherwise requires:

“Accommodation” means that building or other structure (if any) enclosing, supporting and/or surrounding the Substation (if any) from time to time including the foundation, floor, pole, walls or enclosure, canopy, ceiling, lighting, plug socket outlets, cable ducts, access doors or other provision for entry and exit of the Substation.

“Building” means the building or other improvements situated on the Land.

“Easement Land” means those parts of the Land specifically marked on the Plan and referred to in Schedule A of this easement.

“Emergency Situation” means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity, gas or telecommunications and computer media.

“Equipment” includes the Substation and all pipes, ducting, cables (including fibre optic cables), meters and load management devices and conducting media, transformers, gas measurement systems, distribution systems and fittings (as defined in the Gas Act 1992) and all other equipment (owned by the Network Operator) which is situated on, in, over or under the Easement Land or which the Network Operator requires to place on, in, over or under the Easement Land to carry out the Permitted Uses.

“HSW Act” means the Health and Safety at Work Act 2015, any regulations under that Act, and any other approved codes of practice, standards or rules relating to health and safety.

“Land” means the burdened land referred to in Schedule A of this easement.

“Landowner” means the Grantor under this easement, being initially the party specified as the Grantor on the first page of this easement.

“Network Operator” means the Grantee under this easement, being initially the party specified as the Grantee on the first page of this easement.

“Permitted Uses” means the purpose specified in Schedule A, being either the conveyance of electricity and/or gas and/or the conveyance of telecommunications and computer media in each case, for the benefit of the Land and any other land, and for any other purpose reasonably required by the Network Operator.

“Plan” is the deposited plan referred to in Schedule A of this easement.

“Rights” are the full, free, uninterrupted and unrestricted ability and licence (as reasonably required by the Network Operator) at all times to go on, over and under the Land and have access to and through the Building (if any) to enter the Easement Land with or without vehicles, tools or machinery to undertake Works and use the Equipment.

“Substation” means the distribution substation and/or transformer and/or switching equipment (if any) installed from time to time on the Easement Land.

“Working Day” means any day other than a Saturday, Sunday or statutory public holiday at the place where the Land is situated.

“Works” means any works (including but not limited to excavating trenches in which the Equipment will be placed and any other construction, maintenance, inspection, repair, upgrading and replacement works), required to be undertaken by the Network Operator in order that it may use the Easement Land for the Permitted Uses.

Headings are included for convenience only and do not affect the interpretation of this easement.

Words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.

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

Reference to the Network Operator and Landowner is deemed to be a reference also to the Network Operator's and Landowner's employees, workmen, engineers and agents unless the context requires otherwise and, in the case of the Network Operator, to any person nominated by the Network Operator in accordance with clause 9.

Reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.

References to a party includes reference to that party's executors, administrators, successors in title and assigns.

**2. GRANT**

2.1 The Landowner grants and the Network Operator accepts the grant of this easement in gross to use the Easement Land for the Permitted Uses together with the right to exercise the Rights for all time.

2.2 The Landowner agrees that no power is implied for the Landowner to terminate this easement for any breach of its provisions (expressed or implied) or for any other cause, the intention being that this easement shall continue until surrendered.

**3. NETWORK OPERATOR'S OBLIGATIONS**

3.1 The Network Operator shall:

- (a) in undertaking any Works cause as little damage as possible to the Land and Building and as little inconvenience as possible to the Landowner and/or the Landowner's tenants, licensees and other persons who have the right to use the Land and the Building; and
- (b) following it undertaking any Works, in a good and workmanlike manner fill in any opening in the surface of the Land as soon as possible after the Works have been completed and restore the surface of the Land as nearly as possible to its former condition (unless otherwise agreed) and make good any damage to the Building caused through the undertaking of the Works.

3.2 The Network Operator shall provide the Landowner and/or the occupier for the time being of the Land, at least five (5) Working Days' notice prior to exercising the Rights except:

- (a) in an Emergency Situation; or
- (b) when operating or inspecting the Equipment or carrying out Works of a minor nature (that have come to the attention of the Network Operator in the course of such inspection or operation).

**4. LANDOWNER'S OBLIGATIONS**

4.1 The Landowner shall not (and shall not allow any other person to), without the prior written consent of the Network Operator:

- (a) place or allow to be placed any further improvements or fencing or other erections, or allow any further trees or shrubs to grow on the Easement Land other than improvements, fences, erections, trees or shrubs in place as at the date of this easement or replacements for those improvements, fences, erections, trees or shrubs;
- (b) carry out any act on the Land that interferes with or affects the Permitted Uses or the exercise by the Network Operator of the Rights. In particular, the Landowner shall, at its own cost, at all times keep an access route over the Land to the Easement Land clear and in good condition and promptly carry out any reinstatement works which become necessary from time to time;
- (c) interfere with or cause any damage to be done to the Equipment;
- (d) grant any rights over the Easement Land to any party other than the Network Operator except the easements referred to in the Memorandum and/or Schedule of Easements submitted to Land Information New Zealand with the Plan; or
- (e) permit to be done any act on the Land that interferes with the Network Operator's:
  - (i) access to the Substation (if any) including personnel and Equipment access;

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

(ii) ventilation of the Substation and/or Accommodation (if any);

(iii) fire-rating of the Substation and/or Accommodation (if any); or

4.2 If the Landowner breaches any of its obligations contained in this clause 4 the Network Operator may remedy any such breach and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

#### **5. MAINTENANCE**

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

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

#### **6. HEALTH AND SAFETY**

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

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

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

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

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

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

*Insert instrument type***Easement Instrument to grant easement***(Continue in additional Annex, if required)***7. OWNERSHIP**

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

**8. IMPLIED RIGHTS AND POWERS**

The rights and powers implied in certain easements pursuant to section 111 of the Land Transfer Act 2017 (and currently set out in Schedule 5 of the Land Transfer Regulations 2018) are, as between the Landowner and Network Operator, substituted and replaced by the terms set out in this easement.

**9. NOMINATION OF NETWORK OPERATOR**

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

**10. LANDOWNER TO NOTIFY OCCUPIER**

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

**11. DISPUTES**

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

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

**12. ACCOMMODATION OWNED BY LANDOWNER**

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

- (a) the Landowner shall not enter that part of the Easement Land on which the Accommodation is situated except for the purposes of carrying out inspection of and maintenance of the Accommodation pursuant to clause 12(b) and 12(c).
- (b) the Landowner shall at its cost keep the Accommodation in good and substantial repair. If the Landowner fails to comply with this obligation then the Network Operator may remedy any such failure and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.
- (c) the Landowner acknowledges that the Accommodation is locked at all times by the Network Operator. If the Accommodation requires repair or the Network Operator reasonably suspects that the Accommodation requires repair, upon receiving notification from the Landowner the Network Operator agrees to, on reasonable notice (except in an Emergency Situation), accompany the Landowner to enter the Accommodation for the purpose of inspecting the Accommodation or carrying out repair, provided that the Landowner shall have the right to inspect the Accommodation without charge by the Network Operator no more than twice a year (other than in an Emergency Situation). The Landowner shall at all times ensure that:
  - (i) the ventilation to and from the Accommodation is not restricted; and

*Insert instrument type*

**Easement Instrument to grant easement**

*(Continue in additional Annex, if required)*

(ii) the fire resistance rating and fire protection measures of the Accommodation are maintained at the same levels as at the date of this easement.

(d) if the Network Operator becomes aware of any want of repair or maintenance, the Network Operator shall notify the Landowner, provided that the Network Operator has no responsibility to carry out inspections of the Accommodation when it enters the Accommodation or otherwise.

**13. ACCOMMODATION OWNED BY NETWORK OPERATOR**

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

(a) the Landowner shall not enter the Accommodation.

(b) the Network Operator shall at its cost keep the Accommodation in good and substantial repair and shall be liable for any loss, cost or damage caused to or suffered by the Landowner as a result of any failure to repair the Accommodation to the extent set out in clause 5.

(c) the Landowner acknowledges that the Accommodation does not form part of the Land.



# View Instrument Details

**Instrument No** 12249041.1  
**Status** Registered  
**Date & Time Lodged** 30 November 2021 09:24  
**Lodged By** Vuleta, Carolyn Francis  
**Instrument Type** Easement Instrument



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<b>Affected Records of Title</b>	<b>Land District</b>
894499	North Auckland

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**Annexure Schedule** Contains 6 Pages.

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## 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 10484660.1 has consented to this transaction and I hold that consent

## Signature

Signed by Peter William Sargent as Grantor Representative on 16/11/2021 08:42 AM

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## 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 Gemma Anne Bodle as Grantee Representative on 30/11/2021 07:48 AM

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

**Easement Instrument to Grant Easement**  
Section 109 Land Transfer Act 2017

**Grantor**

**ARDMORE AIRPORT LIMITED**

**Grantee**

**VECTOR LIMITED**

**Grant of Easement**

**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) 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*

<b>Purpose of Easement</b>	<b>Easement Land Shown (plan reference)</b>	<b>Burdened Land (Record of Title)</b>	<b>Benefited Land (Record of Title) or in gross</b>
Right to convey Electricity	A and B on DP 564620	Section 2 SO 531300 (RT 894499)	In Gross

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

The rights and powers implied in specified classes of easement prescribed by the Land Transfer Regulations 2018 shall not apply and are substituted by the provisions set out in the Annexure Schedule.

**Presence of Accommodation (select as applicable):**

There is no Accommodation <input type="checkbox"/>	The Accommodation is owned by the Landowner <input type="checkbox"/>	The Accommodation is owned by the Network Operator <input checked="" type="checkbox"/>
--	--	--

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

In this easement unless the context otherwise requires:

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

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

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

**2. GRANT**

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

**3. NETWORK OPERATOR'S OBLIGATIONS**

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

**4. LANDOWNER'S OBLIGATIONS**

- 4.1 The Landowner shall not (and shall not allow any other person to), without the prior written consent of the Network Operator:
  - (a) place or allow to be placed any further improvements or fencing or other erections, or allow any further trees or shrubs to grow on the Easement Land other than improvements, fences, erections, trees or shrubs in place as at the date of this easement or replacements for those improvements, fences, erections, trees or shrubs;
  - (b) carry out any act on the Land that interferes with or affects the Permitted Uses or the exercise by the Network Operator of the Rights. In particular, the Landowner shall, at its own cost, at all times keep an access route over the Land to the Easement Land clear and in good condition and promptly carry out any reinstatement works which become necessary from time to time;
  - (c) interfere with or cause any damage to be done to the Equipment;
  - (d) grant any rights over the Easement Land to any party other than the Network Operator except the easements referred to in the Memorandum and/or Schedule of Easements submitted to Land Information New Zealand with the Plan; or

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

(e) permit to be done any act on the Land that interferes with the Network Operator's:

- (i) access to the Substation (if any) including personnel and Equipment access;
- (ii) ventilation of the Substation and/or Accommodation (if any);
- (iii) fire-rating of the Substation and/or Accommodation (if any); or

4.2 If the Landowner breaches any of its obligations contained in this clause 4 the Network Operator may remedy any such breach and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

#### **5. MAINTENANCE**

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

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

#### **6. HEALTH AND SAFETY**

6.1 The Network Operator shall, while undertaking any Works, do so in accordance with its health and safety obligations, including the HSW Act.

6.2 Where the Landowner conducts a business or undertaking, the Landowner shall comply with the HSW Act.

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

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

#### **7. OWNERSHIP**

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

#### **8. IMPLIED RIGHTS AND POWERS**

The rights and powers implied in certain easements pursuant to section 111 of the Land Transfer Act 2017 (and currently set out in Schedule 5 of the Land Transfer Regulations 2018) are, as between the Landowner and Network Operator, substituted and replaced by the terms set out in this easement.

#### **9. NOMINATION OF NETWORK OPERATOR**

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

*Insert instrument type*

Easement Instrument to grant easement

*(Continue in additional Annex, if required)***10. LANDOWNER TO NOTIFY OCCUPIER**

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

**11. DISPUTES**

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

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

**12. ACCOMMODATION OWNED BY LANDOWNER**

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

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

**13. ACCOMMODATION OWNED BY NETWORK OPERATOR**

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

- (a) the Landowner shall not enter the Accommodation.

*Insert instrument type*

**Easement Instrument to grant easement**

*(Continue in additional Annex, if required)*

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

# View Instrument Details



**Instrument No** 12551349.2  
**Status** Registered  
**Date & Time Lodged** 30 September 2022 13:05  
**Lodged By** Stephenson, Tomomi  
**Instrument Type** Partial Surrender of Easement



Affected Records of Title	Land District
114737	North Auckland
894499	North Auckland
NA105A/18	North Auckland

**Affected Instrument** Easement Certificate D007137.1

**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

## Signature

Signed by Peter William Sargent as Grantor Representative on 30/09/2022 12:42 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
- I certify that the territorial authority has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 10484660.1 has consented to this transaction and I hold that consent

## Signature

Signed by Peter William Sargent as Grantee Representative on 30/09/2022 12:42 PM

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

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

**Form 23**

**Easement instrument to surrender Easement or Profit à prendre**

(Section 109 Land Transfer Act 2017)

**Grantee**

**Ardmore Airport Limited**

**Grantor**

**Ardmore Airport Limited**

**Surrender of Easement, or Profit à prendre**

The Grantee, being the registered owner of the Benefited Land(s) set out in Schedule A, or being the Grantee in gross, hereby surrenders to the Grantor the easement(s), or *profit(s) à prendre* set out in Schedule A and the Grantor accepts the surrender of those easement(s), or *profit(s) à prendre*

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose of Easement, or Profit	Creating Instrument number	Burdened Land (Record of Title) <sup>1</sup>	Benefited Land (Record of Title) <sup>2</sup> or in gross
Right of Way	EC D007137.1	Area marked V, AB, AC and AD on DP 328158 (RT 114737)	Lot 1 DP 171742 (RT NA105A/18)
Drainage Right		Area marked B, AA and AB on DP 531300 (RT 894499)	Lot 1 DP 171742 (RT NA105A/18)

<sup>1</sup> If only part of the existing easement area is to be surrendered, include the full legal description or relevant easement marking and plan which defines that part.

<sup>2</sup> If only part of the benefited land is to be surrendered, include the full legal description of that part.

# View Instrument Details



**Instrument No** 12551349.12  
**Status** Registered  
**Date & Time Lodged** 30 September 2022 13:05  
**Lodged By** Stephenson, Tomomi  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



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Affected Records of Title	Land District
1072589	North Auckland

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**Annexure Schedule** Contains 3 Pages.

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## Signature

Signed by Peter William Sargent as Territorial Authority Representative on 30/09/2022 12:55 PM

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

In the matter of the Resource Management Act  
1991 (The Act)

and

In the matter of a subdivision of land in the  
North Auckland Land Registration  
District shown on DP 578804

## CONSENT NOTICE

(Pursuant to Section 221 of the Act)

I hereby certify that the AUCKLAND COUNCIL granted its consent under consent number SUB60387768 to the subdivision of Lot 1 DP 171742, Lots 1 and 2 DP 328158 and Section 2 SO 531300 shown on DP 578804 subject to conditions, including a requirement that the owners of Lot 2 DP 578804 comply with the following conditions on a continuing basis at no cost to the Council.

### Conditions 7, 10d and 10e – Wastewater (Affects Lot 2 DP 578804)

- (a) Prior to the construction of any new building occurring on Lot 2 DP 578804 ("the Lot"), an infrastructure report, including a receiving system capacity analysis, must be provided to the Council to confirm that the development can be appropriately serviced to the satisfaction of the Council. The infrastructure report must include comments on the provision of the public and private wastewater infrastructure as required by any code of practice required by the Council.
- (b) Prior to the occupation or use of any new building on the Lot, the Lot owner must design and construct connections to the public wastewater reticulation network to serve the Lot in accordance with the requirements of the wastewater utility provider. Detailed designs including any relevant drawings, plans and calculations must be submitted to and approved by the Council, at the time of application for building consent.

### Advice Note:

- *Acceptable forms of evidence from the wastewater utility providers include a Certificate of Acceptance.*
- *Alterations to the public wastewater reticulation network require Engineering Plan Approval. Additional approval is required from Watercare / Veolia as part of the Engineering Plan Approval Process.*
- *Public connections are to be constructed in accordance with the Water and Wastewater Code of Practice.*

10/11

- *Plans approved under resource consent do not constitute an Engineering Plan Approval and should not be used for the purposes of constructing public reticulation works in the absence of that approval.*

**Conditions 8 and 10f – Water Supply (Affects Lot 2 DP 578804)**

Prior to the occupation or use of any new building on the Lot, the consent holder must design and construct connections to the public water reticulation network to serve the Lot in accordance with the requirements of the water utility provider. Detailed designs including any relevant drawings, plans and calculations must be submitted to and approved by the Council, at the time of application for building consent.

**Advice Note:**

- *Alterations to the public water reticulation network require Engineering Plan Approval. Additional approval is required from Watercare / Veolia as part of the Engineering Plan Approval Process.*
- *Public water supply is required to ensure an acceptable water supply for the Lot, including for fire-fighting purposes.*
- *Public connections are to be constructed in accordance with the Water and Wastewater Code of Practice.*
- *Plans approved under resource consent do not constitute an Engineering Plan Approval and should not be used for the purposes of constructing public reticulation works in the absence of that approval.*

**Conditions 10a, 10b and 10c – On-site Stormwater Disposal (Affects Lot 2 DP 578804)**

- (a) Stormwater runoff disposal from the Lot must principally be by way of recharge soakage as primary treatment. The ongoing operation and maintenance of the soakage system / on site management system is the responsibility of the Lot owner.
- (b) Prior to the construction of any new building on the Lot, a comprehensive soakage report including soakage rate and analysis must be provided to the Council to support that development. If sufficient soakage rates cannot be achieved, an alternative solution for onsite stormwater management must be provided to the satisfaction of the Council.
- (c) Prior to the occupation or use of any building on the Lot, any necessary pipes and ancillary equipment are to be supplied and laid to provide individual stormwater private connection/s in accordance with the approved stormwater management solution (required by (b) above)

and connected to the approved soakage system and/or the Council approved outlet. Any necessary engineering approvals must be applied for prior to construction works commencing.

**Advice Note:**

- *This is due to Lot 2 being located on peat soil which is reliant to recharge of groundwater as means of stormwater disposal.*
- *Acceptable forms of evidence include Code Compliance Certificates.*
- *A building consent for these works will be required. At this time, detailed designs including any relevant drawings, plans and calculations must be submitted to and approved by the Council.*

**Condition 10g – Flooding (Affects Lot 2 DP 578804)**

Prior to future development of the Lot, a comprehensive flood model report must be carried out to provide adequate mitigation for the development on the Lot. The comprehensive flood model report must use the stormwater management plan prepared by McKenzie & Co. called "Stormwater Management Plan – Redevelopment Area, Ardmore Airport Ltd., Ardmore Airport, Papakura" Date: 03 May 2021 as supportive documentation for the report.

Dated at Manukau this *13<sup>th</sup>* day of *SEPTEMBER* 2022.

Authenticated by the Council pursuant to  
Section 221(2) of the Resource Management Act 1991



**Authorised officer under delegated authority**



# View Instrument Details

**Instrument No** 12551349.13  
**Status** Registered  
**Date & Time Lodged** 30 September 2022 13:05  
**Lodged By** Stephenson, Tomomi  
**Instrument Type** Easement Instrument



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Affected Records of Title	Land District
1072588	North Auckland
1072589	North Auckland

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**Annexure Schedule** Contains 1 Pages.

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## 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 10484660.1 has consented to this transaction and I hold that consent

## Signature

Signed by Peter William Sargent as Grantor Representative on 30/09/2022 12:56 PM

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## 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 Peter William Sargent as Grantee Representative on 30/09/2022 12:56 PM

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

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

**Form 22**

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

(Section 109 Land Transfer Act 2017)

**Grantor**

**Ardmore Airport Limited**

**Grantee**

**Ardmore Airport 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**  
*required*

*Continue in additional Annexure Schedule, if*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Drain Sewage	Area AB, AC, AD, F, LK, MC and RA on DP 578804	Lot 2 DP 578804 (RT 1072589)	Lot 1 DP 578804 (RT 1072588)
Right to Convey Water	Area G, H, I J, KA, MC, NA, OA, PA, QA, RA, SC, AC, AB and VB on DP 578804	Lot 2 DP 578804 (RT 1072589)	Lot 1 DP 578804 (RT 1072588)
Right to Drain Water	Area B, AA and AZ on DP 578804	Lot 1 DP 578804 (RT 1072588)	Lot 2 DP 578804 (RT 1072589)

**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



# View Instrument Details

**Instrument No** 12551349.14  
**Status** Registered  
**Date & Time Lodged** 30 September 2022 13:05  
**Lodged By** Stephenson, Tomomi  
**Instrument Type** Easement Instrument



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Affected Records of Title	Land District
1072588	North Auckland
1072589	North Auckland

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**Annexure Schedule** Contains 2 Pages.

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## 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 10484660.1 has consented to this transaction and I hold that consent

## Signature

Signed by Peter William Sargent as Grantor Representative on 30/09/2022 12:57 PM

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## 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 Peter William Sargent as Grantee Representative on 30/09/2022 12:57 PM

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

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

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

(Section 109 Land Transfer Act 2017)

**Grantor**

**Ardmore Airport Limited**

**Grantee**

**Ardmore Utilities 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**  
*required*

*Continue in additional Annexure Schedule, if*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	Area F, H, RA, AB, AC, AD, AW, VA, VB and VC on DP 578804	Lot 2 DP 578804 (RT 1072589)	Ardmore Utilities Limited (in gross)
Right to Drain Sewage	Area AB, AC, AD, F, LK, MC and RA on DP 578804	Lot 2 DP 578804 (RT 1072589)	
Right to Convey Water	Area G, H, I, J, KA, MC, NA, OA, PA, QA, RA, SC, AC, AB and VB ON DP 578804	Lot 2 DP 578804 (RT 1072589)	
Right to Drain Water	Area B, AA and AZ on DP 578804	Lot 1 DP 578804 (RT 1072588)	
Right to Drain Water	Area F, J, AV and AY on DP 577804	Lot 2 DP 578804 (RT 1072589)	

**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 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are hereby **added to** by:

The provisions set out in Annexure Schedule.

**Annexure Schedule**

**Insert type of instrument**

Easement

Dated

Page 2 of 2

Pages

*Continue in additional Annexure Schedule, if required*

**Continuation of "Easement rights and powers":**

The rights and powers in this easement are in addition to those rights and powers contained in Schedule 5 of the Land Transfer Regulations 2018 ("the Fifth Schedule") but with the following modifications or variations and where the terms of this easement are in conflict with either the Fifth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Burdened Land, the terms of this easement shall prevail:

- 1 Clause 12(3) of the Fifth Schedule "The grantee must ensure that as little damage or disturbance as possible is caused to the burdened land or to the grantor" shall not apply.
- 2 All pipes or conduits must be installed underground at an appropriate depth beneath the surface of the burdened land.
- 3 The Grantee shall in exercising the Grantee's rights in relation to each of the easements:
  - (i) take all reasonable steps to minimize disturbance to the Grantor; and
  - (ii) cause a little disturbance as is reasonably practicable to the surface of the Grantor's land; and
  - (iii) restore the surface of the Grantor's land as nearly as practicable to its original condition and repair any other damage caused in the exercise of the Grantor's right in relation to any of the easements.



# View Instrument Details

**Instrument No** 12879916.1  
**Status** Registered  
**Date & Time Lodged** 09 February 2024 12:28  
**Lodged By** Delzoppo, Kylie-Grace  
**Instrument Type** Easement Instrument



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<b>Affected Records of Title</b>	<b>Land District</b>
1072588	North Auckland

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**Annexure Schedule** Contains 5 Pages.

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## 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 10484660.1 has consented to this transaction and I hold that consent

## Signature

Signed by Peter William Sargent as Grantor Representative on 02/02/2024 10:03 AM

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## 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 Gemma Anne Bodle as Grantee Representative on 09/02/2024 11:51 AM

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

**Easement Instrument to Grant Easement**  
(Section 109 Land Transfer Act 2017)

**Grantor**

**ARDMORE AIRPORT LIMITED**

**Grantee**

**VECTOR LIMITED**

**Grant of Easement**

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

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose of Easement	Easement Land Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Electricity	A on DP 596354	Lot 1 DP 578804 (RT 1072588)	In Gross

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

The rights and powers implied in specified classes of easement prescribed by the Land Transfer Regulations 2018 shall not apply and are substituted by the provisions set out in the Annexure Schedule.

**Presence of Accommodation (select as applicable):**

There is no Accommodation <input checked="" type="checkbox"/>	The Accommodation is owned by the Landowner <input type="checkbox"/>	The Accommodation is owned by the Network Operator <input type="checkbox"/>
---	--	---

*Insert instrument type***Easement Instrument to Grant Easement***(Continue in additional Annexure Schedule, if required)***1. DEFINITIONS**

In this easement unless the context otherwise requires:

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

*Insert instrument type***Easement Instrument to Grant Easement***(Continue in additional Annexure Schedule, if required)*

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

**2. GRANT**

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

**3. NETWORK OPERATOR'S OBLIGATIONS**

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

**4. LANDOWNER'S OBLIGATIONS**

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

*Insert instrument type***Easement Instrument to Grant Easement***(Continue in additional Annexure Schedule, if required)*

- (i) access to the Substation (if any) including personnel and Equipment access;
- (ii) ventilation of the Substation and/or Accommodation (if any); or
- (iii) fire-rating of the Substation and/or Accommodation (if any).

4.2 If the Landowner breaches any of its obligations contained in this clause 4 the Network Operator may remedy any such breach and the Landowner shall reimburse the Network Operator (on demand) for the cost of any such remedy.

**5. MAINTENANCE**

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

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

**6. HEALTH AND SAFETY**

- 6.1 The Network Operator shall, while undertaking any Works, do so in accordance with its health and safety obligations, including the HSW Act.
- 6.2 Where the Landowner conducts a business or undertaking, the Landowner shall comply with the HSW Act.
- 6.3 The Landowner must notify the Network Operator of any known hazards or special health and safety requirements for the Land and the Network Operator shall use reasonable endeavours to comply with those.
- 6.4 The parties agree to work together to consult, co-operate and co-ordinate activities in order to meet each other's respective health and safety obligations under applicable legislation and this easement.

**7. OWNERSHIP**

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

**8. IMPLIED RIGHTS AND POWERS**

The rights and powers implied in certain easements pursuant to section 111 of the Land Transfer Act 2017 (and currently set out in Schedule 5 of the Land Transfer Regulations 2018) are, as between the Landowner and Network Operator, substituted and replaced by the terms set out in this easement.

**9. NOMINATION OF NETWORK OPERATOR**

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

**10. LANDOWNER TO NOTIFY OCCUPIER**

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

*Insert instrument type***Easement Instrument to Grant Easement***(Continue in additional Annexure Schedule, if required)***11. DISPUTES**

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

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

**12. ACCOMMODATION OWNED BY LANDOWNER**

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

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

**13. ACCOMMODATION OWNED BY NETWORK OPERATOR**

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

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



## View Instrument Details

**Instrument No** 13457900.10  
**Status** Registered  
**Lodged By** Wu, Xiaozhao  
**Date & Time Lodged** 19 Nov 2025 16:45  
**Instrument Type** Partial Surrender of Easement

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Affected Records of Title	Land District
1072589	North Auckland
1072588	North Auckland

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**Affected Instrument** Easement Instrument 12551349.13

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**Annexure Schedule** Contains 5 Pages

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### 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 Peter William Sargent as Grantor Representative on 19/11/2025 04:39 PM

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### 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

I certify that the Mortgagee under Mortgage 10484660.1 has consented to this transaction and I hold that consent

### Signature

Signed by Peter William Sargent as Grantee Representative on 19/11/2025 04:40 PM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6269

**EASEMENT INSTRUMENT TO PARTIALLY SURRENDER EASEMENT OR PROFIT À PRENDRE**

Section 109 Land Transfer Act 2017

**Grantor**

Ardmore Airport Limited

**Grantee**

Ardmore Commercial Limited

**Partial Surrender of Easement or *profit à prendre***

The Grantee, being the registered owner of the benefited land(s) set out in Schedule A, or being the Grantee in gross, hereby partially surrenders to the Grantor the easement(s) or *profit(s) à prendre* set out in Schedule A and the Grantor accepts the partial surrender of those easement(s) or *profit(s) à prendre*.

**Schedule A**

Continue in additional Annexure Schedule, if required

Purpose of Easement or <i>Profit</i>	Creating Instrument number	Burdened Land (Record of Title) <sup>1</sup>	Benefited Land (Record of Title) or in gross <sup>2</sup>
Right to drain water	EI12551349.13	Lot 1 DP 578804 (1072588) (areas B, AA and AZ on DP 578804)	Lot 2 DP 578804 (1072589)

<sup>1</sup> If only part of the existing easement area is to be surrendered, include the full legal description or relevant easement marking and plan which defines that part.

<sup>2</sup> If only part of the benefited land is to be surrendered, include the full legal description of that part.

Approved for ADLS by Registrar-General of Land under No. 2018/6269

**EASEMENT INSTRUMENT TO PARTIALLY SURRENDER EASEMENT OR PROFIT À PRENDRE**

Section 109 Land Transfer Act 2017

**Grantor**

Ardmore Commercial Limited

**Grantee**

Ardmore Airport Limited

**Partial Surrender of Easement or *profit à prendre***

The Grantee, being the registered owner of the benefited land(s) set out in Schedule A, or being the Grantee in gross, hereby partially surrenders to the Grantor the easement(s) or *profit(s) à prendre* set out in Schedule A and the Grantor accepts the partial surrender of those easement(s) or *profit(s) à prendre*.

**Schedule A**

Continue in additional Annexure Schedule, if required

Purpose of Easement or <i>Profit</i>	Creating Instrument number	Burdened Land (Record of Title) <sup>1</sup>	Benefited Land (Record of Title) or in gross <sup>2</sup>
Right to convey water	EI12551349.13	Lot 2 DP 578804 (1072589) (areas I, J, KA, MC, NA, OA, PA, QA, and VB on DP578804)	Lot 1 DP 578804 (1072588)

<sup>1</sup> If only part of the existing easement area is to be surrendered, include the full legal description or relevant easement marking and plan which defines that part.

<sup>2</sup> If only part of the benefited land is to be surrendered, include the full legal description of that part.

Approved for ADLS by Registrar-General of Land under No. 2018/6269

**EASEMENT INSTRUMENT TO PARTIALLY SURRENDER EASEMENT OR PROFIT À PRENDRE**

Section 109 Land Transfer Act 2017

**Grantor**

Ardmore Commercial Limited

**Grantee**

Ardmore Airport Limited

**Partial Surrender of Easement or *profit à prendre***

The Grantee, being the registered owner of the benefited land(s) set out in Schedule A, or being the Grantee in gross, hereby partially surrenders to the Grantor the easement(s) or *profit(s) à prendre* set out in Schedule A and the Grantor accepts the partial surrender of those easement(s) or *profit(s) à prendre*.

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

Purpose of Easement or <i>Profit</i>	Creating Instrument number	Burdened Land (Record of Title) <sup>1</sup>	Benefited Land (Record of Title) or in gross <sup>2</sup>
Right to Drain Sewage	EI12551349.13	Lot 2 DP 578804 (1072589) (areas marked F, LK, and MC on DP 578804)	Lot 1 DP 578804 (1072588)

<sup>1</sup> If only part of the existing easement area is to be surrendered, include the full legal description or relevant easement marking and plan which defines that part.

<sup>2</sup> If only part of the benefited land is to be surrendered, include the full legal description of that part.



Registrar General of Lands  
Land Information NZ

## **AUCKLAND COUNCIL**

### **CANCELLATION OF CONDITIONAL EASEMENTS**

#### **Subject Land RT 1072588**

Pursuant to Section 243(e) of the Resource Management Act 1991, I hereby certify that the Auckland Council has :-  
cancelled the condition as to the creation of Right of Way easements shown areas marked AX, B and D on DP 578804 in favour of Lot 2 DP 578804 created by Easement Certificate D100533.5, and  
partially cancelled the condition as to the creation of right to Drain Water easement shown area marked B, AA and AZ on DP 578804 in favour of Lot 2 DP 578804 created by E112551349.13, and  
partially cancelled the conditions as to the creation of right to Drain Water in Gross easement shown areas marked B, AA and AZ on DP 578804 in favour of Ardmore Utilities Limited created by E112551349.14.

Dated this 23rd day of September 2025.

.....  
Frank Lovering  
Authorised Officer  
Auckland Council  
CAE70026302



Registrar General of Lands  
Land Information NZ

## **AUCKLAND COUNCIL**

### **CANCELLATION OF CONDITIONAL EASEMENTS**

#### **Subject Land RT 1072589**

Pursuant to Section 243(e) of the Resource Management Act 1991, I hereby certify that the Auckland Council has :-

cancelled the condition as to the creation of Right of Way easement shown area marked AW on DP 578804 in favour of Lot 1 DP 578804 created by Easement Certificate D100533.5, and partially cancelled the conditions as to the creation of Right to Drain Sewage easement shown areas marked F, LK, and MC on DP 578804 in favour of Lot 1 DP 578804 created by EI12551349.13, and partially cancelled the conditions as to the creation of Right to Convey Water easement shown areas I, J, KA, MC, NA, OA, PA, QA and VB on DP 578804 in favour of Lot 1 DP 578804 created by EI12551349.13, and partially cancelled the conditions as to the creation of Right to Drain Water easement in gross shown F, J, AV and AY on DP 578804 in favour of Ardmore Utilities Limited created by EI12551349.14, and partially cancelled the conditions as to the creation of Right of Way easement in gross shown Areas F, H, AB, AC, AD, AW, VA, VB and VC on DP 578804 in favour of Ardmore Utilities Limited created by EI12551349.14, and partially cancelled the conditions as to the creation of Right to Convey Water easement in gross shown I, J, KA, MC, NA, OA, PA, QA and VB on DP 578804 in favour of Ardmore Utilities Limited created by EI12551349.14, and partially cancelled the conditions as to the creation of Right to Drain Sewage easement in gross shown F, LK and MC on DP 578804 in favour of Ardmore Utilities Limited created by EI2551349.14.

Dated this 23rd day of September 2025.

.....  
Frank Lovering  
Auckland Council  
Authorised Officer  
CAE70026302