



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




R.W. Muir
Registrar-General
of Land

Identifier **NA90A/610**
Land Registration District **North Auckland**
Date Issued 08 June 1992

Prior References

| | | |
|------------|------------|------------|
| GN A123556 | GN A466642 | GN A471654 |
| GN A534521 | PROC 16209 | PROC 18450 |

Estate Fee Simple
Area 2.6282 hectares more or less
Legal Description Lot 1-2 Deposited Plan 151178 and Section 1 Survey Office Plan 44422 and Section 1 Survey Office Plan 46532
Purpose For university purposes
Registered Owners
University of Auckland

Interests

Subject to an electricity easement (in gross) over part marked 'A' and an electricity cable access and supply purposes easement over part marked 'B and C' on DP 333807 in favour of Vector Limited created by Transfer 6615379.1 - 19.10.2005 at 9:00 am

9210599.2 Encumbrance to Auckland Transport - 12.11.2012 at 3:27 pm

9889372.1 Certificate under section 148 of the Nga Mana Whenua o Tamaki Makaurau Collective Redress Act 2014 that the within land is RFR land as defined in section 118 and is subject to Subpart 1 of Part 4 of the Act (which restricts disposal, including leasing of the land) - 10.11.2014 at 7:00 am

Subject to Section 11 of the Crown Minerals Act 1991

Subject to Part IV A of the Conservation Act 1987

Excluding coal and other minerals as set out in NAPR5/27, NAPR5/28, NAPR5/29, NAPR5/30, NAPR5/31, NAPR5/32, NAPR5/33, NAPR5/34, NAPR5/35, NAPR5/36, NAPR5/37, NAPR5/38, NAPR5/39, NAPR5/40, NAPR5/41, NAPR5/42, NAPR5/43, NAPR5/44, NAPR5/45, NAPR5/60, NAPR5/58, NAPR5/57, NAPR5/56, NAPR5/55, NAPR5/54, NAPR5/53, NAPR5/52, NAPR5/51, NAPR5/50, NAPR5/49, NAPR5/48, NAPR5/47 AND NAPR5/46

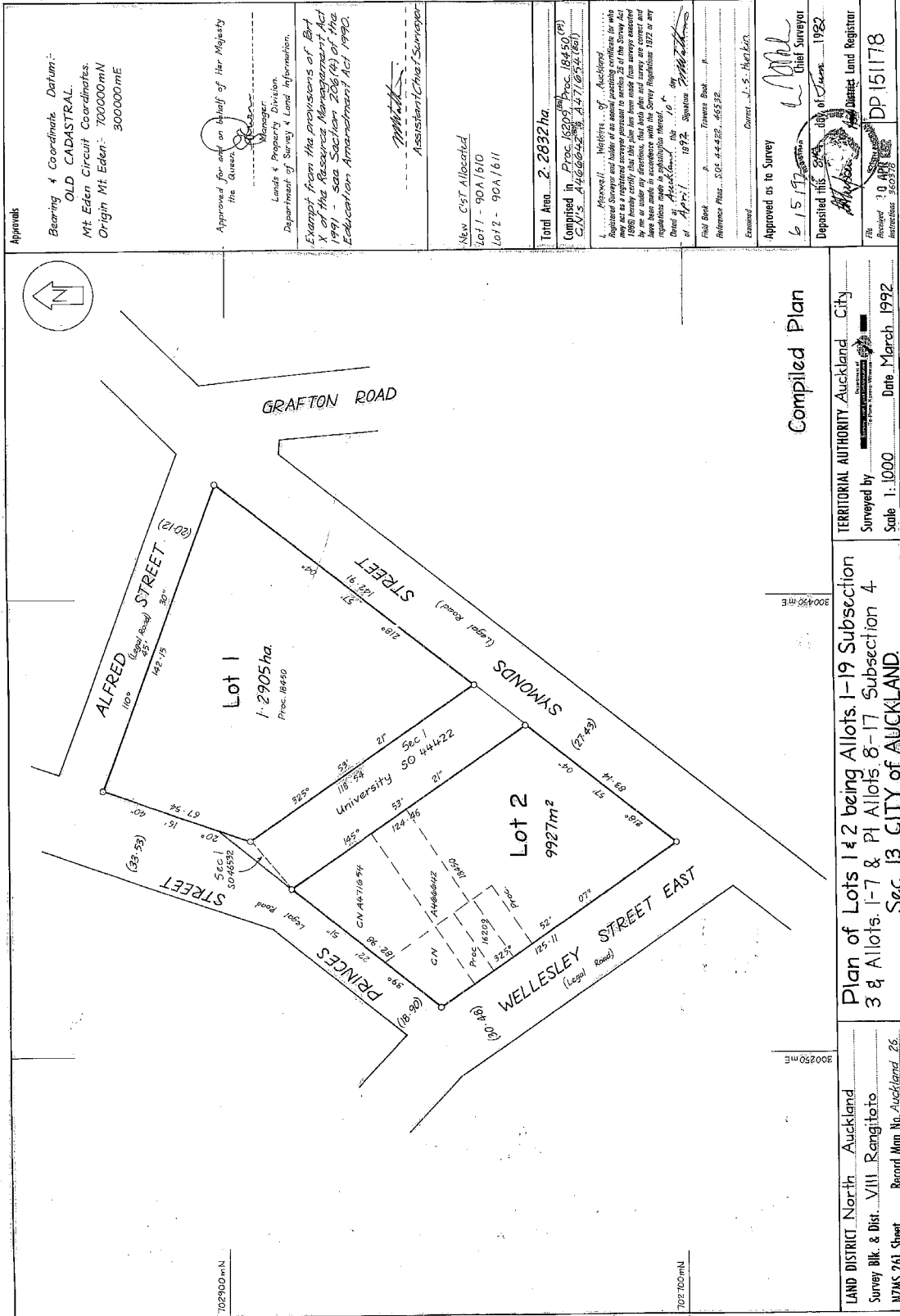
11625557.1 Encumbrance to Her Majesty the Queen - 2.12.2019 at 7:00 am

Subject to a right (in gross) to convey electricity over Lot 2 DP 151178 marked A, B and C on DP 506327 in favour of Vector Limited created by Easement Instrument 11652901.1 - 23.4.2020 at 10:39 am

Subject to a right (in gross) to convey electricity over part Section 1 SO 46532 marked A, Lot 1 DP 151178 marked B and Section 1 SO 44422 marked C all on DP 547256 in favour of Vector Limited created by Easement Instrument 11859461.1 - 30.7.2021 at 4:18 pm

12799696.1 CERTIFICATE PURSUANT TO SECTION 77 BUILDING ACT 2004 THAT THIS RECORD OF TITLE IS SUBJECT TO THE CONDITION IMPOSED UNDER SECTION 75(2) - 10.10.2023 at 2:02 pm

Subject to a right (in gross) to convey electricity over part Lot 1 DP 151178 marked A and B on DP 592136 in favour of Vector Limited created by Easement Instrument 12818404.2 - 19.2.2024 at 2:51 pm



610000mE
 610000mE

300450mE
 300450mE

702700mN
 702700mN

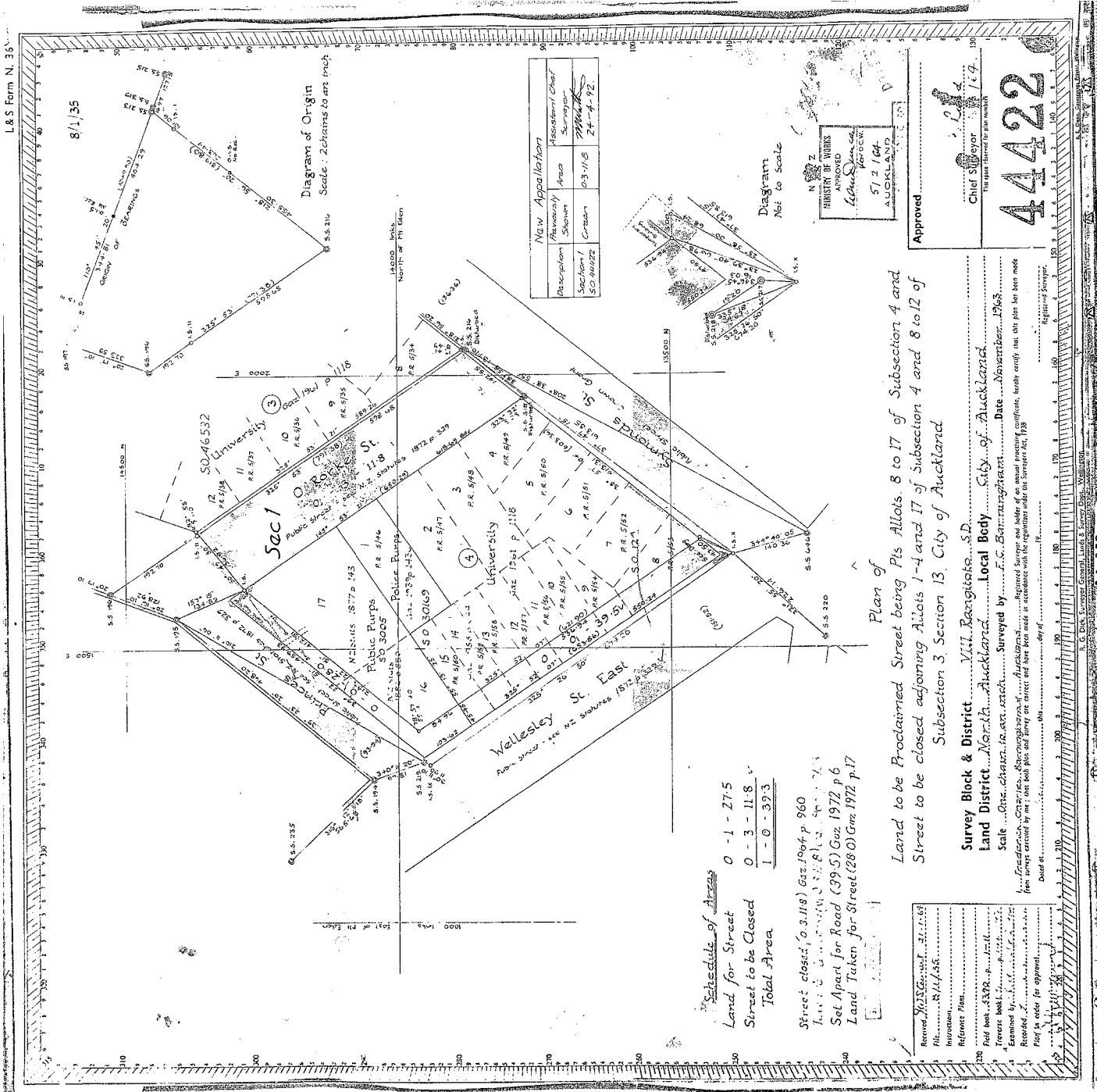
300450mE
 300450mE

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

27 JUN 1992

BY A. ROBERTSON, DIRECTOR GENERAL, SURVEY AND LAND INFORMATION, NEW ZEALAND

DOB1 FORM D55



| New Application | |
|-----------------|-----------------|
| Description | University Area |
| Station | 303-118 |
| Section | 1 |
| Created | 28-4-72 |
| Assistant Chief | W. M. M. M. |

MINISTRY OF WORKS
APPROVED
John D. ...
57 2 164
AUCKLAND

Approved

Chief Surveyor
44422

Schedule of Areas

| | |
|---------------------|--------------|
| Land for Street | 0 - 1 - 27.5 |
| Street to be Closed | 0 - 3 - 11.8 |
| Total Area | 1 - 0 - 39.3 |

Street closed (0.3.118) Gaz. 1966 p. 960
Set Apart for Road (39.5) Gaz. 1972 p. 6
Land Taken for Street (28.0) Gaz. 1972 p. 17

Plan of
Land to be Proclaimed Street being Pts Allots 8 to 17 of Subsection 4 and
Street to be closed adjoining Allots 1-4 and 17 of Subsection 4 and 8 to 12 of
Subsection 3, Section 13, City of Auckland

Survey Block & District...
Land District...
Scale...
Examined by...
Recorded...

| | |
|-----------------------------|--|
| Received | |
| Inspected | |
| Returned | |
| Filed | |
| Examined | |
| Recorded | |
| Filed in order for approval | |

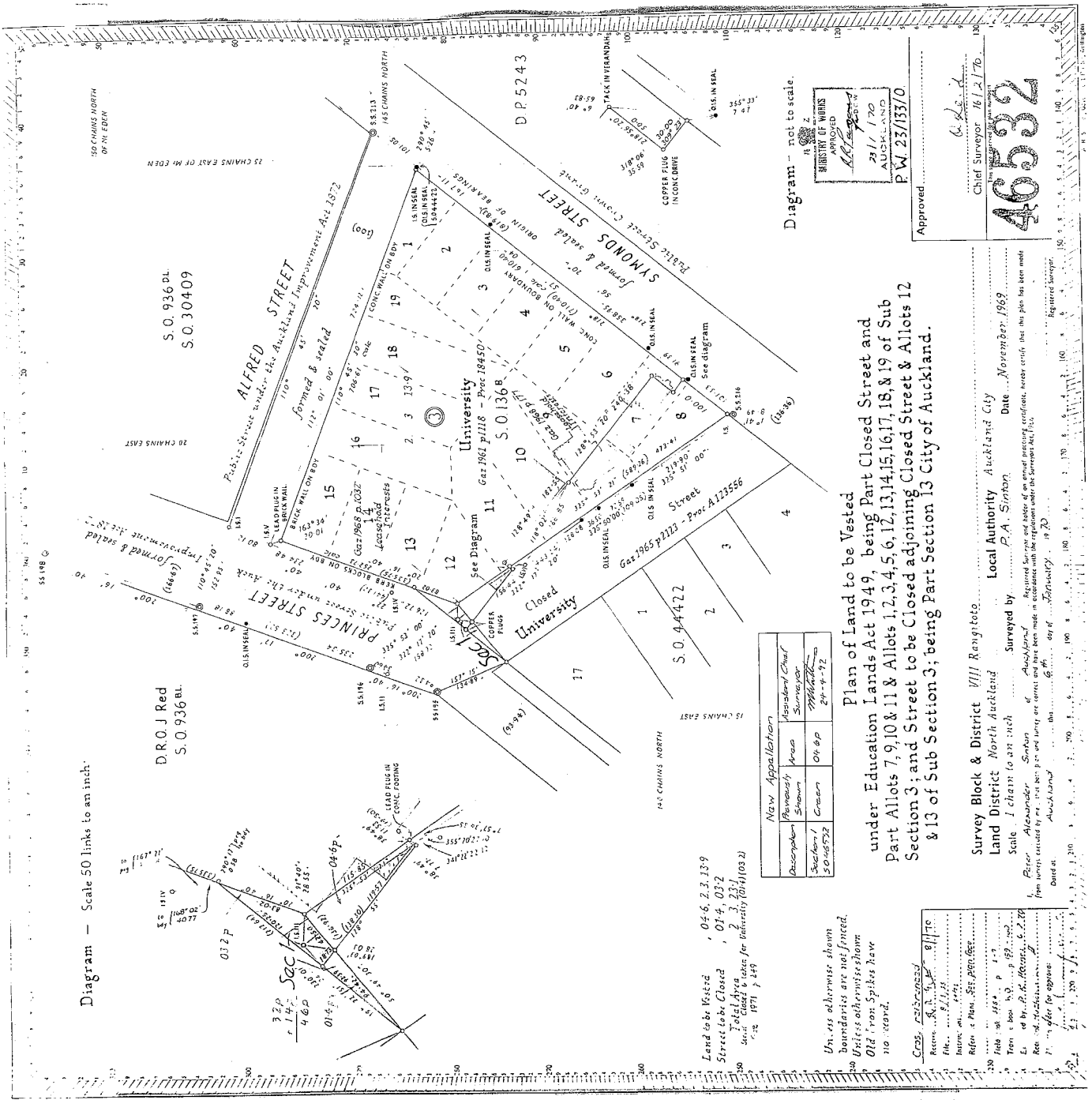


Diagram - Scale 50 links to an inch.

Diagram - not to scale.

APPROVED
 28/1/70
 AUCKLAND
 P.W. 23/133/0

Approved
 Chief Surveyor 16/12/70
 46532

Plan of Land to be Vested
 under Education Lands Act 1949, being Part Closed Street and
 Part Allots 7, 9, 10 & 11 & Allots 1, 2, 3, 4, 5, 6, 12, 13, 14, 15, 16, 17, 18, & 19 of Sub
 Section 3; and Street to be Closed adjoining Closed Street & Allots 12
 & 13 of Sub Section 3; being Part Section 13 City of Auckland.

Survey Block & District VIII Rangitoto
 Land District North Auckland
 Local Authority Auckland City
 Surveyed by P.A. Sinton Date November 1969
 Scale 1 chain to an inch
 River Alexander Sinton
 Auckland
 Date 6th February 1970
 Registered Surveyor

| New Appallation | |
|-----------------|-------------------------|
| Description | Unvested Chief Surveyor |
| Boundary | 04-6P |
| Section | 04-6P |
| Block | 04-6P |
| Sub-section | 04-6P |

Land to be Vested, 04-6, 2, 3, 13-9
 Street to be Closed, 01-4, 03-2
 Street to be Closed, 2, 3, 23-1
 Street to be Closed, for University (04-1) (03-2)
 1971 & 1971

Unless otherwise shown
 boundaries are not fenced.
 Unless otherwise shown
 Old Iron Spikes have
 no stand.

Cross referenced
 Plan No. 8/1/70
 File No. 8/1/70
 Date 1/7/70
 Ref. to Plan: SEE ABOVE

Transfer instrument
Section 90, Land Transfer Act 1952

TE 6615379.1 Transfer a

Cpy - 01/03, Pgs - 006, 20/10/05, 11:02



Land registration district

NORTH AUCKLAND

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

All/part

Area/description of part or stratum

NA90A/610

All

Transferor

Surname(s) must be underlined or in CAPITALS.

HER MAJESTY THE QUEEN for a University

Transferee

Surname(s) must be underlined or in CAPITALS.

VECTOR LIMITED

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

Electricity easement in gross for electricity supply purposes over area marked "A" on DP 333807 and for electricity cable access and supply purposes over areas marked "B & "C" on DP 333807

Operative clause

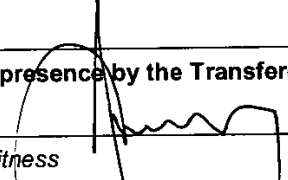

(continued on Annexure Schedules)

Pursuant to Section 48 Public Works Act 1981

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

Dated this 14th day of October 2005

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

| | |
|--|--|
| <p>ROSS JAMES SUTHERLAND</p> <p>For and on behalf of Her Majesty the Queen Acting pursuant to delegated authority from the Chief Executive of Land Information NZ pursuant to section 41 of the State Sector Act 1988</p> <p><u>Job A401283</u></p> | <p>Signed in my presence by the Transferor</p>  |
| | <p>Signature [common seal] of Transferor</p>  |

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


[Solicitor for] the Transferee

Annexure Schedule



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

transfer

Dated 14 October 2005

Page 1 of 4 pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or Interest or Easement to be created"

1. DEFINITIONS AND INTERPRETATION

In this memorandum unless the context otherwise requires:

- (a) **"Accommodation"** includes the foundation, floor, 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) **"Equipment"** includes the Substation and all pipes, ducting, cables (including fibre optic cables) and conducting media, transformers and all other equipment which is situated on, over or under the Permitted Area or which the Transferee requires to place on, over or under the Permitted Area.
- (d) **"Land"** is the land comprised and described in certificate of title NA90A/610 (North Auckland Registry).
- (e) **"Permitted Area"** means those parts of the Land marked "A", "B" and "C" on the Plan.
- (f) **"Permitted Use"** is for the transmission and conducting of electric current or for any other purpose reasonably required by the Transferee for the purposes of its business.
- (g) **"Plan"** is deposited plan 333807.
- (h) **"Rights"** are the full, free, uninterrupted and unrestricted ability and licence at all times to go on, over and under the Land and to go into and have access to the Building to enter the Permitted Area with or without vehicles, tools or machinery to:
 - (i) undertake Works; and
 - (ii) use the Equipment.
- (i) **"Substation"** is the distribution substation and/or switching station equipment installed or to be installed on that part of the Permitted Area marked "A".

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



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

Transfer

Dated 14 October 2005 Page 2 of 4 pages

(Continue in additional Annexure Schedule, if required.)

- (j) "Works" means constructing, laying, equipping, maintaining, inspecting, repairing, altering, renewing, replacing (with or without something substantially similar), upgrading, adding to, removing and operating the Equipment or any other works including but not limited to excavating trenches in which the Equipment will be placed, required to be undertaken by the Transferee in order that it may use the Permitted Area for the Permitted Use.
- (k) headings are included for convenience only and do not affect the interpretation of this memorandum.
- (l) words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa.
- (m) reference to the Transferee and Transferor is deemed to be a reference also to the Transferee's and Transferor's employees, workmen, engineers and agents.
- (n) reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation.
- (o) references to the parties includes reference to the parties' successors in title and assigns.

2. GRANT

The Transferor grants and the Transferee accepts the grant of this easement in gross to use the Permitted Area for the Permitted Use together with the right to exercise the Rights for all time on the basis that no power is implied for the Transferor to determine this easement in gross for any breach of its provisions (expressed or implied) or for any other cause the intention being that this easement in gross shall subsist until surrendered.

3. TRANSFEREE'S OBLIGATIONS

The Transferee shall:

- (a) in undertaking any Works cause as little damage as possible to the Land and to the Building and as little inconvenience as possible to the Transferor; 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.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

(Handwritten signatures and initials)

Annexure Schedule



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

Transfer

Dated 14 October 2005

Page 3 of 4 pages

(Continue in additional Annexure Schedule, if required.)

4. TRANSFEROR'S OBLIGATIONS

4.1 The Transferor shall not:

- (a) place or allow to be placed any buildings or other erections on the Permitted Area; or
- (b) allow any tree or shrub to grow on the Permitted Area; or
- (c) permit to be done any act on the Land or in the Building that interferes with or affects the Permitted Use or the exercise by the Transferee of the Rights; or
- (d) interfere with or allow any interference with the Equipment or cause or allow any damage to be done to the Equipment; or
- (e) grant any rights over the Permitted Area to any party other than the Transferee; or
- (f) enter that part of the Permitted Area marked "A" except for the purposes of carrying out maintenance on the Accommodation pursuant to clause 5.2.

4.2 The Transferor shall immediately at its cost make good any damage to the Accommodation and shall indemnify the Transferee against any loss, cost or damage caused or suffered as a result of any breach by the Transferor of its obligations described in clause 4.1.

4.3 Should the Transferor fail to observe or breach any of its obligations contained in this clause the Transferee may remedy any such failure to observe or breach and the Transferor shall reimburse the Transferee for the cost of any such remedy.

5. MAINTENANCE

5.1 The Transferee shall at its cost keep the Equipment in good and substantial repair although it shall not be liable for any loss, cost of damage caused to or suffered by the Transferor as a result of any failure to repair the Equipment.

5.2 The Transferor shall at its cost keep the Accommodation in good and substantial repair.

5.3 Should the Transferor fail to observe its obligations contained in clause 5.2 the Transferee may remedy any such failure to observe and the Transferor shall reimburse the Transferee for the cost of any such remedy.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

(Handwritten signatures and initials)

Annexure Schedule



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

Transfer

Dated 14 October 2005

Page 4 of 4 pages

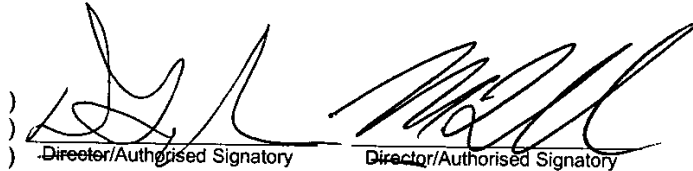
(Continue in additional Annexure Schedule, if required.)

6. OWNERSHIP

The Transferee retains ownership of the Equipment which does not become a fixture of the Building or form part of the Land.

EXECUTED

SIGNED for and on behalf of
VECTOR LIMITED
in the presence of


Director/Authorised Signatory Director/Authorised Signatory


Witness signature

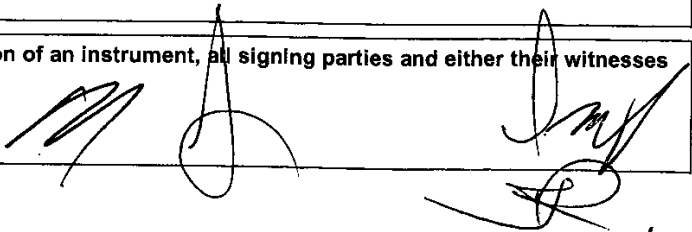
Tracey Ribechini
Full name

1/7 Mimosa Place
Address

ASSISTANT TO CEO
Occupation

Note: If two directors sign, no witness is necessary. If a director and authorised signatory sign, both signatures are to be witnessed. If the director and authorised signatory are not signing together, a separate witness will be necessary for each signature.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



Landonline User ID: **BUDDLEFAU**
 LODGING FIRM: **BUDDLE FINDLAY**
 Address: **PO BOX 1433**
AUCKLAND
 Uplifting Box Number: **POSTAL**
 ASSOCIATED FIRM:

HEREWITH
 Survey Plan (#)
 Title Plan (#)
 Traverse Sheets (#)
 Field Notes (#)
 Calc Sheets (#)
 Survey Report

Dealing / SUD Number:
 (LINZ Use only)

Priority Barcode/Date Stamp
 (LINZ use only)

Plan Number Pre-Allocated or
 to be Deposited:

Client Code / Ref: **VEC699 328 ACF**

TE 6615379.1 Transfer a
 Copy - 02/03.Pijs - 006.20/10/05.11:02

Copies
 (inc. original)
 DocID: 312160778

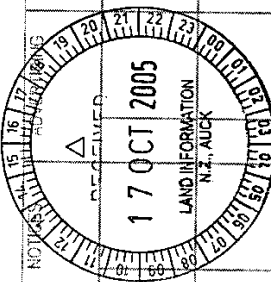
LAND INFORMATION
 NEW ZEALAND

19 OCT 2005

LAND TITLES SERVICES

Rejected Dealing Number:

Other (state)

| Priority Order | CT Ref: | Type of Instrument | Names of Parties | DOCUMENT OR SURVEY FEES | MULTI-TITLE FEES | NOTICES TO BE SERVED | NEW TITLES | OTHER | RE-SUBMISSION & PRIORITY FEE | FEES \$ GST INCLUSIVE |
|--|-----------|--------------------|------------------|-------------------------|------------------|----------------------|------------|-------|------------------------------|---|
| 1 | NA90A/610 | T | HMQ - VECTOR LTD | 50.00 | | | | | | \$50.00 |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
| 5 | | | | | | | | | | |
| 6 | | | | | | | | | | |
| <div style="text-align: center;">  </div> | | | | | | | | | | |
| Land Information New Zealand Lodgement Form <small>ALL INFORMATION (LINZ USE ONLY)</small> | | | | | | | | | | Subtotal (for this page) \$50.00 |
| Fees Receipt and Tax Invoice GST Registered Number 17-022-495 LINZ Form P005 | | | | | | | | | | Total for this dealing \$50.00 |
| Original Signatures? _____ | | | | | | | | | | Cash/Cheque enclosed for \$50.00 |



View Instrument Details

Instrument No 9210599.2
Status Registered
Date & Time Lodged 12 November 2012 15:27
Lodged By Ross, Alicia Marie
Instrument Type Encumbrance



Affected Computer Registers **Land District**
NA90A/610 North Auckland

Annexure Schedule: Contains 15 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 Joanna Dorothy Cassidy as Encumbrancer Representative on 09/11/2012 01:11 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 Michael Alastair John Wood as Encumbrancee Representative on 12/11/2012 02:16 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 |
|---|----------|-------------------------------------|
| NA90A/610 | All | |

Encumbrancer

Her Majesty the Queen for a University

Encumbrancee

Auckland Transport

Estate or interest to be encumbered *Insert e.g. Fee simple; Leasehold in Lease No. etc.*

Fee simple

Encumbrance Memorandum Number

N/A

Nature of security *State whether sum of money, annuity or rent charge and amount*

Rent charge of \$1.00 per annum

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 rent charge, to be raised and paid in accordance with the terms set out in this Encumbrance Instrument and ~~[above Encumbrance Memorandum]~~ ~~[Annexure Schedule(s)]~~ and so as to incorporate in this Encumbrance the terms and other provisions set out in this Encumbrance Instrument and 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 from the date of this encumbrance instrument
- 2 Payment date(s) – 1 June in each year if demanded prior to that date
- 3 Rate(s) of interest - Nil
- 4 Event(s) in which the sum, annuity or rent charge becomes payable – if demanded
- 5 Event(s) in which the sum, annuity or rent charge ceases to be payable – Refer Annexure Schedule

Covenants and conditions

Continue in Annexure Schedule(s), if required

Refer Annexure Schedule

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

Form L

Annexure Schedule

Page 1 of 13 Pages

Insert instrument type

Encumbrance Instrument

*Continue in additional Annexure Schedule, if required***1. DEFINITIONS AND INTERPRETATION****1.1 Definitions:** In this instrument, unless the context indicates otherwise:

Authorised Work means the accessibility ramp, stairs and associated planters constructed under, within and above the Road as is shown on the plans and specifications lodged by the Encumbrancer with the Encumbrancee (a copy of which plan is annexed in Schedule 3) and includes the raised access carriageway and its component parts, supporting and ancillary structures and fittings, all of which are deemed to be affixed to and form part of the soil of the road for the purposes of section 316 of the Local Government Act 1974;

Council means the Auckland Council and its successors;

Encumbrancee means Auckland Transport established under section 38 of the Local Government (Auckland Council) Act 2009 and its successors;

Encumbrancer means the person named as the Encumbrancer in this instrument, their agents, staff or contractors and includes the person for the time being registered as proprietor of the Land but only as long as he or she has an interest in the Land;

Land means the Encumbrancer's land comprised in computer freehold register NA90A/610 (North Auckland Registry);

Manager means the Encumbrancee's Manager, Property, or the officer with delegated authority to carry out the Encumbrancee's functions referred to in this encumbrance instrument; and

Road means Princes Street, Auckland and includes every public place, public or private service, culvert, drain, sewer pipe channel, kerb, footway, gate, building, tree, shrub, or other thing lying on, under, over or within its limits.

1.2 Interpretation: In this instrument, unless the context indicates otherwise:

(a) **Defined Expressions:** expressions defined in the main body of this instrument have the defined meaning throughout this instrument, including the background;

(b) **Headings:** clause and other headings are for ease of reference only and will not affect this instrument's interpretation;

(c) **Parties:** references to any party include that party's executors, administrators, successors and permitted assigns;

Form L

Annexure Schedule

Page 2 of 13 Pages

Insert instrument type

Encumbrance Instrument

- (d) **Persons:** references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
- (f) **Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this instrument. Each such schedule and attachment forms part of this instrument;
- (g) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it; and
- (h) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.

2. **BACKGROUND**

The Encumbrancer acknowledges and confirms the matters set out in Schedule 1

3. **COVENANTS**

The Encumbrancer covenants with the Encumbrancee to perform the obligations in the schedule 2.

Form L

Annexure Schedule

Page 3 of 13 Pages

Insert instrument type

Encumbrance Instrument

4. DISCHARGE OR REDEMPTION

4.1 In recognition of the background matters in Schedule 1, the Encumbrancer irrevocably covenants with the Encumbrancee for the Term that, for as long as all the Encumbrancer's Covenants are not fully performed:

4.1.1 the Encumbrancee will have no obligation to discharge this encumbrance instrument under section 97 of the Property Law Act 2007 or otherwise;

4.1.2 the Encumbrancer will not take any steps whatsoever, including, without limitation, pursuant to section 97 of the Property Law Act 2007 or section 115 of the Property Law Act 2007 to redeem or discharge this encumbrance instrument, or pursuant to section 317 of the Property Law Act 2007 to have this encumbrance instrument revoked, cancelled, surrendered, discharged, lapsed or otherwise removed from the title to the Land;

4.1.3 the Encumbrancer will not support any such steps being taken by a third party; and

4.1.4 the Encumbrancer surrenders and waives any right, entitlement or ability that the Encumbrancer may have to have this encumbrance instrument discharged, redeemed, revoked, cancelled, surrendered, discharged, lapsed or otherwise removed from the title to the Land.

4.2 To avoid any doubt:

4.2.1 if the Encumbrancer's Covenants are of a restrictive nature, for example by requiring the Encumbrancer not to do something, the performance of those obligations will require the Encumbrancer to observe and comply with those restrictions; and

4.2.2 where the Encumbrancer's Covenants are of a continuing nature, they will be treated as not having been fully performed for as long as they are capable of still being performed, observed or complied with.

5. COSTS

The Encumbrancer will pay all legal costs directly or indirectly attributable to the preparation, registration, enforcement and discharge of this encumbrance instrument.

Form L

Annexure Schedule

Page 4 of 13 Pages

Insert Instrument type

Encumbrance Instrument

6. IMPLIED TERMS

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 rent chargee or encumbrancee):

- 6.1 the Encumbrancee is entitled to none of the powers and remedies of encumbrancees by the Land Transfer Act 1952 and the Property Law Act 2007; and
- 6.2 no covenants by the Encumbrancer or its successors in title are implied in this encumbrance instrument other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.

Form L

Annexure Schedule

Page 5 of 13 Pages

Insert instrument type

Encumbrance Instrument

SCHEDULE 1

(Background)

1. The Encumbrancer is registered as proprietor of the Land, which is situated in the district of the Encumbrancee.
2. The Encumbrancer has requested the Encumbrancee to consent to the placing of a accessibility ramp, stairs and associated planters within the Road, being legal road to facilitate access to the building on the Land.
3. The Encumbrancee has agreed to consent to the application on the condition (amongst other things) that the Encumbrancer grants the rent charge and enters into the covenants in this encumbrance instrument.
4. The Encumbrancer acknowledges that the obligations of the Encumbrancer will be performed by the University of Auckland, as occupier of the Land, on behalf of the Encumbrancer.

Form L

Annexure Schedule

Page 6 of 13 Pages

Insert instrument type

Encumbrance Instrument

SCHEDULE 2**(Encumbrancer's Covenants)****1. CONSENT OF THE ENCUMBRANCEE**

- 1.1** The Encumbrancer must, before commencing any work of construction, maintenance or repair of the Authorised Work, obtain consent from the Manager in addition to any other regulatory consents required from the Encumbrancee. The Encumbrancer must include with the application:
- (a) engineering design drawings;
 - (b) a programme of works, which must include a safety management plan and a traffic management plan; and
 - (c) producer statements from a chartered professional engineer certifying that the design and construction of the Authorised Work within the road is sound.
- 1.2** The Encumbrancer must obtain a corridor access request from the Encumbrancee and submit a traffic management plan to the Encumbrancee prior to commencement of the works on the Road.

2. OTHER CONSENTS

- 2.1** The Encumbrancer must, a reasonable time before the works commence, notify all network utility operators, including but not limited to telecommunications, water, wastewater, storm water, electricity and gas of its intention to construct the Authorised Work on the Road.
- 2.2** The Encumbrancer must obtain and fully comply with all other necessary statutory and other consents and the requirements of the following parties:
- (a) all network utility operators, including but not limited to telecommunications, water, wastewater, storm water, electricity and gas;
 - (b) all owners of private property affected;
 - (c) all consents which may be required under the Resource Management Act 1991 and the Building Act 2004; and
 - (d) all consents and other documents required to enable registration of this encumbrance instrument with Land Information New Zealand as a first charge against the computer register to the Land.

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Annexure Schedule

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Encumbrance Instrument

3. CONDUCT OF WORK

- 3.1** The Encumbrancer must comply with the New Zealand Building Code and Council's Standard Conditions for Work in the Road in force at the time when carrying out any work in the Road. These conditions may be amended by the Council at any time.
- 3.2** Before commencing any work in the Road the Encumbrancer must ensure that its contractors have obtained and carry adequate public liability insurance cover (being at least \$1,000,000) to indemnify both the Encumbrancer and the Encumbrancee against public liability. The Encumbrancer must provide evidence of the contractor's public liability insurance to the Encumbrancee prior to the commencement of the works.
- 3.3** The Encumbrancer must not, without the prior written consent of the Manager, do anything or allow anything to be done which causes interruption to the passage of vehicular and pedestrian traffic using the Road. All work must be carried out continuously at times reasonably approved by the Manager, and is to be completed as soon as is reasonably possible.
- 3.4** The Encumbrancer must reinstate those parts of the Road not occupied by the Authorised Work to the satisfaction of the Encumbrancee immediately after completion of any works. No materials, plant or equipment should be abandoned or left in the Road but must be removed as soon as possible after the completion of the work.
- 3.5** The Encumbrancee may at all reasonable times inspect any construction, maintenance or repair of the Authorised Work. The Encumbrancer will pay all reasonable expenses incurred by the Encumbrancee in supervision or inspection of that construction, maintenance or repair.
- 3.6** The Encumbrancer will on or before 1 June in the fifth year after the date of this encumbrance instrument, and on each fifth anniversary of that date, arrange for an inspection of the Authorised Work by a suitably qualified engineer and provide a report by the engineer in a form satisfactory to the Encumbrancee as to the structural soundness and general state of repair of the Authorised Work. If the Encumbrancer fails to provide this report by the due date the Encumbrancee may arrange for an inspection and report by its own engineer for this purpose, the cost of which will be borne by the Encumbrancer. The Encumbrancer must carry out any works recommended in the report provided by its own or the Encumbrancee's engineer within one month of receiving the report.

Form L**Annexure Schedule**

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*Insert instrument type***Encumbrance Instrument**

3.7 The Encumbrancer must pay the cost of any alteration to or interference with power, gas, water, telephone, drainage or other services necessitated by the construction, repair, maintenance or use of the Authorised Work and will make good all damage done by the Encumbrancer to property belonging to or controlled by any person, firm, company, local authority, public body, or Government Department and will pay full compensation to all parties for any loss or damage caused by any interference by the Encumbrancer with that property or with those public services.

3.8 The Encumbrancer will be responsible for maintaining the reinstated road surface for 12 months following completion of the Authorised Work to the satisfaction of Encumbrancee. The Encumbrancee reserves the right to carry out any remedial work which it considers necessary, on written notice to the Encumbrancer, and to recover the cost of this work from the Encumbrancer, if it fails to maintain the road surface to the required standard.

4. MAINTENANCE AND REPAIR

4.1 The Encumbrancer must at all times maintain the Authorised Work and all equipment and fittings connected to it in good order and repair and keep the Authorised Work and those parts of the Road adjacent to the Authorised Work clean, tidy, safe and free from overgrowth and weeds so as to not obstruct pedestrians or restrict the visibility of pedestrians. The Encumbrancer must within a reasonable time, as stipulated by the Encumbrancee, comply with any notice to repair given to the Encumbrancer by the Encumbrancee and will promptly carry out all repairs and maintenance to the reasonable satisfaction of the Encumbrancee. If the Encumbrancer fails to maintain the Authorised Work and plantings and landscaped areas in that condition the Encumbrancee may on written notice undertake the repairs or maintenance and recover the costs incurred from the Encumbrancer.

4.2 Except in cases of emergency, the Encumbrancer must give written notice to the Encumbrancee setting out its intention to carry out any repairs and renewals at least seven days before any work is commenced. The Encumbrancer must supply to the Encumbrancee engineering design plans of all work to be carried out. In cases of emergency the Encumbrancer will give the Encumbrancee written notice setting out the nature of the repairs or renewals as soon as possible after the event rendering the urgent repairs or renewals necessary, with appropriate plans.

5. ALTERATIONS BY ENCUMBRANCER

If the Encumbrancer wishes to carry out any work not provided for in the plans previously approved by the Encumbrancee the Encumbrancer must obtain the Encumbrancee's written approval. This encumbrance instrument may be varied at the cost of the Encumbrancer to record any such approval and plans showing the location of the proposed work in relation to the Authorised Work are to be lodged with the Encumbrancee.

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6. ALTERATIONS REQUIRED BY ENCUMBRANCEE: NO PROPRIETARY INTEREST OR COMPENSATION

- 6.1** If at any time the Authorised Work gives rise to a public or private nuisance or in any way interferes with any other lawful work, or if the Encumbrancee considers removal or alteration necessary for safety, or for widening, realignment or reconstruction of the Road or for any other public work, then the Encumbrancee may on reasonable notice (being at least 15 working days) require the Encumbrancer to raise, lower, remove or otherwise alter the Authorised Work. If the Encumbrancer fails to do so within a reasonable time, the Encumbrancee may carry out the alterations itself at the Encumbrancer's cost.
- 6.2** The Encumbrancer acknowledges that nothing in this encumbrance instrument gives the Encumbrancer the right to encroach across the road frontage of any neighbouring property. If the Encumbrancee at any time is of the view that such an encroachment exists or has occurred, it may require the Encumbrancer at the Encumbrancer's cost to alter or remove the Authorised Work in such a way as to remove the encroachment.
- 6.3** Neither the consent given by the Encumbrancee for the construction of the Authorised Work, nor any provision of this encumbrance instrument, will be deemed to give the Encumbrancer any proprietary interest or other right, or give any expectation to the Encumbrancer as to the continued existence of the Authorised Work, nor will that consent or anything else in this encumbrance instrument prevent or limit the Encumbrancee from dealing with the Authorised Work, being part of the legal road, in any manner which it is lawfully empowered to do.
- 6.4** Notwithstanding clauses 6.1, 6.2 and 6.3, the Encumbrancee will provide the Encumbrancer with an opportunity for consultation before the removal or alteration is required, and will not in any event deprive the Encumbrancer of adequate vehicular and pedestrian access to the Land.
- 6.5** No compensation or damages will be payable to the Encumbrancer if the Encumbrancee requires the Authorised Work to be removed or altered, and the Encumbrancee may on reasonable grounds require that the removal or alteration be carried out at the cost of the Encumbrancer.

7. COMPLIANCE WITH STATUTORY REQUIREMENTS

The Encumbrancer will at its own expense comply with all Acts, by-laws and regulations including requisitions by any competent authority, in respect of the Authorised Work, to the extent that they relate to the Authorised Work and the Encumbrancer's use of it.

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8. PROVISION OF AS-BUILT PLANS

The Encumbrancer will provide "as built" plans of the Authorised Work to the Encumbrancee and any other authorities or persons as the Encumbrancee directs on completion of the Authorised Work and any subsequent alterations to it. The Encumbrancer must hold a copy of these plans and make them available to the Encumbrancee on request.

9. INDEMNITY

The Encumbrancer will indemnify the Encumbrancee against all legal liability for actions, proceedings, costs, claims and demands that may be made against the Encumbrancee for loss or damage caused by or arising out of or in connection with the Authorised Work and any act or omission of the Encumbrancer, its staff or contractors.

10. INSURANCE

The Encumbrancer must, until the Authorised Work is removed from the Road, at its own expense insure the Encumbrancee and the Encumbrancer against public risk for a reasonable amount as approved by the Encumbrancee, with an insurer approved by the Encumbrancee, which approval is not to be unreasonably withheld. The insurance policy is to stand in the joint names of the Encumbrancee and the Encumbrancer. The Encumbrancer's policy shall insure the Encumbrancee for liability arising out of the Encumbrancer's performance of this encumbrance. The Encumbrancee will not be responsible for any part of the insurance premiums.

11. SERVICE OF NOTICES

Any notice to be served by either party on the other may be signed by or on behalf of the party serving such notice by an officer, solicitor or attorney of or for that party and may be given by facsimile or delivering the same or sending it through the post in a pre-paid registered letter addressed to the party to be served at the registered office or principal place of business of the party to be served. If so posted, the notice will be deemed to have been served on the next working day following the date of posting, and if given by facsimile, the notice will be deemed to have been served on the completion of an error-free transmission, if sent on a working day, or otherwise on the next working day. In this clause the term **working day** means any day other than Saturday or Sunday that banks are usually open for business in Auckland.

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Annexure Schedule

Insert instrument type

Encumbrance Instrument

SCHEDULE 3

APPENDIX 1

Proposed Construction



| | | |
|-------------|---|--|
| eMap | <p>Copyright notice Copyright 2006-2016 TerraLink International Limited. Certain information on this report is sourced from LINZ. Crown copyright reserved.</p> | <p>Data Statement Accuracy of aerial imagery +/- 0.5m. Accuracy of property boundaries 1-3 Property boundaries and legal descriptions sourced from LINZ.</p> |
|-------------|---|--|

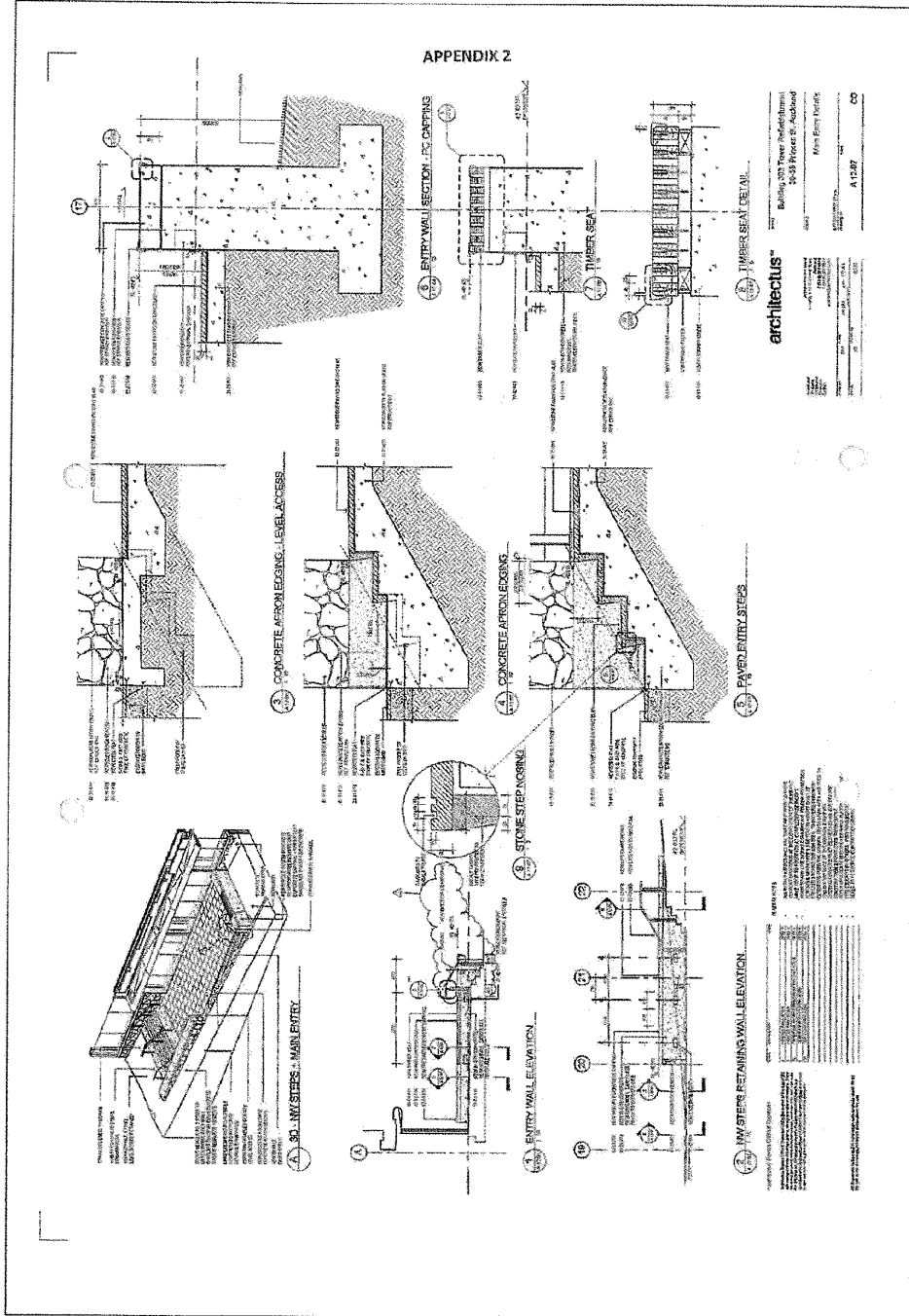
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APPENDIX 4

1. LIME TREE DET.

1.2000 CONCRETE SLAB WITH REINFORCEMENT
 1.0000 GRAVEL
 1.0000 SAND
 1.0000 ASPHALT
 1.0000 ASPHALT

2. ASH TREE DET.

1.2000 CONCRETE SLAB WITH REINFORCEMENT
 1.0000 GRAVEL
 1.0000 SAND
 1.0000 ASPHALT
 1.0000 ASPHALT

3. ASH TREE DET.

1.2000 CONCRETE SLAB WITH REINFORCEMENT
 1.0000 GRAVEL
 1.0000 SAND
 1.0000 ASPHALT
 1.0000 ASPHALT

EVANS JORDAN JUNCTION

architectus

Building 303, Tower 2, Riddick Street
 3038 Princes St, Auckland
 A/H Team - Upgrade Stand

Project: 22/01/2023
 Drawing: 22/01/2023
 Scale: A1:COI
 CO



**CERTIFICATE UNDER SECTION 148 OF THE
NGĀ MANA WHENUA O TĀMAKI MAKĀURAU
COLLECTIVE REDRESS ACT 2014
TO RECORD MEMORIALS FOR RFR LAND**

To: The Registrar-General of Land

TERESA BUCKTHOUGHT

Pursuant to the above section of the above Act, I,
HEREBY CERTIFY that the land identified in the Schedule is RFR land.

PLEASE record on each computer register in the Schedule that the land:

1. is RFR land as defined in section 118 of the above Act; and
2. is subject to Subpart 1 of Part 4 of the above Act (which restricts disposal, including leasing, of the land).

SCHEDULE

| Computer Register | Legal Description |
|--------------------------|--|
| NA47D/1151 | Lot 1 Deposited Plan 90735 |
| NA484/100 | Lot 9 Deposited Plan 31672, Part Deposited Plan 1162 |
| NA48A/369 | Lot 61 Deposited Plan 91551 |
| NA48D/1305 | Lot 1 Deposited Plan 92460 |
| NA49/177 | Part Allotment 22 District of Tamaki and Defined On Deposited Plan 410 |
| NA49A/368 | Flat 4 Deposited Plan 53838, Lot 2 Deposited Plan 42637 |
| NA49A/433 | Lot 17 Deposited Plan 71512 |
| NA49A/586 | Lot 27 Deposited Plan 19853 |
| NA49C/1180 | Flat 2 Deposited Plan 53838, Lot 2 Deposited Plan 42637 |
| NA49C/155 | Lot 213 Deposited Plan 48174 |
| NA49C/156 | Lot 214 Deposited Plan 48174 |
| NA49C/157 | Lot 215A Deposited Plan 48174 |
| NA49C/158 | Lot 215B Deposited Plan 48174 |
| NA49C/159 | Lot 216 Deposited Plan 48174 |
| NA49C/161 | Lot 229 Deposited Plan 48174 |
| NA49C/163 | Lot 236 Deposited Plan 48174 |
| NA49C/164 | Lot 238 Deposited Plan 48174 |

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|------------|---|
| NA49C/165 | Lot 248A Deposited Plan 48174 |
| NA49C/166 | Lot 248B Deposited Plan 48174 |
| NA49C/167 | Lot 250 Deposited Plan 48174 |
| NA4A/402 | Lot 2 Deposited Plan 52601 |
| NA4A/716 | Lot 1 Deposited Plan 52749 |
| NA4A/800 | Lot 63 Deposited Plan 53350 |
| NA4C/14 | Allotment 85 Section 13 Suburbs of Auckland |
| NA4C/502 | Lot 7 Deposited Plan 43466 |
| NA4C/715 | Part Allotment 5 Section 49 Village of Onehunga |
| NA500/70 | Part Allotment 56 and Part Allotment 57 Parish of Takapuna and Defined On Deposited Plan 18382, Part Allotment 56-57 Parish of Takapuna and Defined On Deposited Plan 18382 |
| NA504/187 | Part Allotment 53 Section 32 Village of Onehunga |
| NA504/188 | Lot 6 of a subdivision of allotment 53 of section 32 of the Village of Onehunga |
| NA504/189 | Lot 5 of a subdivision of allotment 53 of section 32 of the Village of Onehunga |
| NA505/200 | Part Lot 23 of a subdivision of Allotment 18 Section 11 Suburbs of Auckland |
| NA508/140 | Part Allotment 2 Section 13 Suburbs of Auckland |
| NA50B/227 | Lot 70 Deposited Plan 48597 |
| NA51B/260 | Lot 17 Deposited Plan 37881 |
| NA51B/822 | Allotment 537 Parish of Manurewa |
| NA51D/1297 | Lot 3 Deposited Plan 37881 |
| NA51D/1427 | Part Lot 2 Deposited Plan 26507 |
| NA51D/1480 | Lot 38 Deposited Plan 48914 |
| NA51D/262 | Lot 9 Deposited Plan 38363 |
| NA529/264 | Lot 20 Section 1 Deeds Plan 7 |
| NA52B/497 | Part Lot 9 Deposited Plan 14375 |
| NA52C/670 | Lot 1 Deposited Plan 96705 |
| NA52C/671 | Lot 2 Deposited Plan 96705 |
| NA52D/1358 | Lot 276 Deposited Plan 43139, Lot 276 Deposited Plan 51934 |
| NA52D/1401 | Lot 369C Parish of Waipipi |
| NA533/206 | Lot 3 Section 5 Village of Onehunga and Part Lot 4 Section 5 Village of Onehunga, Lot 3 and Part Lot 4 Section 5 Village of Onehunga |
| NA533/207 | Part Lot 4 Section 5 Village of Onehunga |
| NA535/115 | Lot 77 Deeds Plan 732 |
| NA535/119 | Part Lot 8 Section 6 and Part Lot 10 Section 6 Village of Onehunga, Part Lot 8 and Part Lot 10 Section 6 Village of Onehunga |
| NA535/120 | Lot 1 Deeds Plan 601 |
| NA535/122 | Lot 2 Deeds Plan 601 |
| NA535/30 | Lot 7 Section 6 Village of Onehunga |
| NA538/110 | Part Allotment 10 Section 11 Village of Onehunga |

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| NA538/111 | Part Allotment 10 Section 11 Village of Onehunga |
| NA53D/25 | Lot 18 Deposited Plan 97693 |
| NA541/12 | Allotment 93 Parish of Titirangi |
| NA54A/1360 | Lot 235 Deposited Plan 48174 |
| NA54A/1491 | Lot 7 Deposited Plan 37881 |
| NA54A/311 | Lot 4 Deposited Plan 37881 |
| NA54C/1384 | Flat 1 Deposited Plan 100445, Lot 1 Deposited Plan 95163 |
| NA54C/8 | Lot 2 Deposited Plan 99822 |
| NA54D/1031 | Allotment 60 Section 17 Suburbs of Auckland |
| NA54D/540 | Lot 15-16 and Part Lot 26 Deposited Plan 7078 and Part Lot 11 Deposited Plan 51671 |
| NA54D/786 | Lot 137 Deposited Plan 47965 |
| NA54D/787 | Lot 138 Deposited Plan 47965 |
| NA55A/103 | Part Mangatangi Block, Part Mangatangi Block and Part Mangatangi Block |
| NA55A/1143 | Lot 556 Deposited Plan 38963 |
| NA55A/291 | Lot 5A Deposited Plan 38015 |
| NA55C/627 | Lot 5 Deposited Plan 100705 |
| NA55D/768 | Lot 37 Deposited Plan 101417 |
| NA56/293 | Section 361 Parish of Waikomiti |
| NA561/207 | Part Allotment 56 Parish of Takapuna |
| NA564/141 | Part Allotment 30 Parish of Takapuna |
| NA56A/1091 | Lot 215 Deposited Plan 42513 |
| NA56A/70 | Part Lot 8 Deposited Plan 7398 |
| NA56B/100 | part Fairburns Old Land Claim 269A and Defined On Deposited Plan 1063 |
| NA56C/97 | Lot 2 Deposited Plan 102365 |
| NA57A/1128 | Lot 1 Deposited Plan 103778 |
| NA57D/819 | Lot 511 Deposited Plan 104815 |
| NA581/276 | Lot 8 Section 6 Deeds Plan 1369 |
| NA583/71 | Part Block VI Otahuhu Survey District |
| NA584/21 | Lot 1 Deeds Plan 1319 |
| NA584/44 | Lot 1-3 Section 8 Deeds Plan 1369 |
| NA584/45 | Lot 4-5 Section 8 Deeds Plan 1369 |
| NA58A/990 | Lot 165 Deposited Plan 105482 |
| NA58B/134 | Lot 13 Deposited Plan 37887 |
| NA58B/333 | Part Deposited Plan 9530 |
| NA58B/493 | Lot 213 Deposited Plan 42513 |
| NA58B/722 | Allotment 648 and Allotment 649 Parish of Takapuna and Part Allotment 30-31 Parish of Takapuna and Part Allotment 50 Town of Woodside and Lot 1 Deposited Plan 102107 and Lot 1 Deposited Plan 92435 and Lot 1 Deposited Plan 92438 and Lot 1 Deposited Plan 92441 and Lot 1 Deposited Plan 92442 and Lot 1 Deposited Plan 92443 and Lot 1 Deposited Plan 92437 and Lot 1 Deposited Plan 92436 and Lot 1-3 Deposited Plan 92439 and Lot 1 Deposited Plan 92440, |

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|----------------------|--|
| | Allotment 649, Allotment 649 and Part Allotment 30-31 Parish of Takapuna, Part Allotment 50 Town of Woodside, Lot 1 Deposited Plan 102107, Lot 1 Deposited Plan 92435, Lot 1 Deposited Plan 92438, Lot 1 Deposited Plan 92441, Lot 1 Deposited Plan 92442, Lot 1 Deposited Plan 92443, Lot 1 Deposited Plan 92437, Lot 1 Deposited Plan 92436, Lot 1-3 Deposited Plan 92439 and Lot 1 Deposited Plan 92440 |
| NA58D/16 | Flat 3 Deposited Plan 53838, Lot 2 Deposited Plan 42637 |
| NA58D/3 | Part Lot 16 Deposited Plan 3639 |
| NA58D/616 | Lot 3 Deposited Plan 33407 |
| NA590/285 | Lot 8 Deeds Plan O17 |
| NA590/290 | Lot 11 Deeds Plan O17 |
| NA590/292 | Lot 7 Deeds Plan O.17 |
| NA590/298 | Part Lot 10 Deeds Plan O.17 |
| NA594/216 | Lot 6 Deeds Plan 501 |
| NA594/220 | Lot 7 Deeds Plan 501 |
| NA595/94 | Allotment 6 Section 32 Village of Onehunga |
| NA595/96 | Allotment 7 Section 32 Village of Onehunga |
| NA596/289 | Part Allotment 46 Section 44 City of Auckland |
| NA596/290 | Part Allotment 46 Section 44 City of Auckland |
| NA596/291 | Part Allotment 46 Section 44 City of Auckland |
| NA59A/1199 | Lot 3 Deposited Plan 106093 |
| NA59D/1095 | Lot 174 Deposited Plan 107492 |
| NA5A/18 | Lot 8 Deposited Plan 43466 |
| NA5B/989 | Part Lot 1 Deposited Plan 36831 |
| NA5D/469 | Lot 60 Deposited Plan 54161 |
| NA5D/472 | Part Lot 56 Deposited Plan 53763 |
| NA601/200 | Lot 2 Deposited Plan 19099 |
| NA608/279 | Lot 30 Deposited Plan 8985 |
| NA60A/1051 | Lot 1 Deposited Plan 107968 |
| NA60C/1001 | Flat 1 Deposited Plan 108513 and Garage 1 Deposited Plan 108513, Part Lot 1 Deposited Plan 37119 |
| NA60D/877 | Lot 214 Deposited Plan 42513 |
| NA614/199 | Allotment 45 Section 2 Parish of Takapuna |
| NA61A/222 | Lot 19A Deposited Plan 48398 |
| NA61D/576 | Lot 6 Deposited Plan 50976 |
| NA621/252 | Lot 1476 Deposited Plan 22826 |
| NA624/164 | part of the Waitemata Harbour reclaimed from the sea and Defined On Deposited Plan 23202 |
| NA624/204 | Lot 6 Deposited Plan 10822 |
| NA626/60 | Lot 1466 Deposited Plan 22827 |
| NA62D/250 | Part Lot 43 Deposited Plan 4436 and Lot 134 Deposited Plan 111446 |
| NA62D/486 | Flat 1 Deposited Plan 111566, Lot 213 Deposited Plan 42513 |
| NA637/246 | Deposited Plan 22822 and Lot 1-5 Deposited Plan 22823 |
| NA63A/157 | Flat 1 Deposited Plan 111897, Lot 1 Deposited Plan 110781 |

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| NA63A/158 | Flat 2 Deposited Plan 111897, Lot 1 Deposited Plan 110781 |
| NA63A/159 | Flat 3 Deposited Plan 111897, Lot 1 Deposited Plan 110781 |
| NA63A/160 | Flat 4 Deposited Plan 111897, Lot 1 Deposited Plan 110781 |
| NA63A/161 | Flat 5 Deposited Plan 111897, Lot 1 Deposited Plan 110781 |
| NA63A/162 | Flat 6 Deposited Plan 111897, Lot 1 Deposited Plan 110781 |
| NA63A/74 | Lot 3 Deposited Plan 111858 |
| NA63C/588 | Lot 3 Deposited Plan 112222 |
| NA63C/589 | Lot 4 Deposited Plan 112222 |
| NA63C/904 | Flat 2 Deposited Plan 113220, Lot 3 Deposited Plan 62321 |
| NA63D/108 | Lot 2 Deposited Plan 113312 |
| NA63D/46 | Flat 1 Deposited Plan 113276, Lot 1 Deposited Plan 108119 |
| NA644/163 | Lot 165 and Part Lot 104 Deposited Plan 13311, Plantation Reserve lying between Hastings Street and Ramsgate Terrace all on Deposited Plan 13311 and Lot 94 Deposited Plan 18893 |
| NA64A/341 | Part Poupipi Block |
| NA64B/954 | Section 1 Survey Office Plan 60674 |
| NA65/189 | Lot 176-177 Section 10 Suburbs of Auckland |
| NA653/19 | Lot 199 Deposited Plan 22848 |
| NA65B/311 | Flat 3 Deposited Plan 114712, Lot 1 Deposited Plan 108119 |
| NA65B/876 | Flat 2 Deposited Plan 114976 and Carport 2 Deposited Plan 114976, Lot 1 Deposited Plan 37119 |
| NA65C/416 | Lot 1 Deposited Plan 115223 |
| NA65D/533 | Flat 2 Deposited Plan 115795 and Carport 2 Deposited Plan 115795 and Shed 2 Deposited Plan 115795, Flat 2 Deposited Plan 115795, Carport 2 Deposited Plan 115795 and Shed 2 Deposited Plan 115795, Lot 47 Deposited Plan 40380 |
| NA66/4 | Part Allotment 22 Parish of Waikomiti |
| NA663/242 | Lot 277 Deposited Plan 11378 |
| NA66A/637 | Lot 1 Deposited Plan 116242 |
| NA67/292 | Part Allotment 94 Parish of Waikomiti |
| NA671/94 | Lot 5 Deposited Plan 106274 |
| NA672/48 | Lot 4 Deposited Plan 106274 |
| NA673/206 | Lot 25 Block V Deposited Plan 10801 |
| NA675/158 | Lot 1 Deposited Plan 72800 |
| NA675/201 | Lot 647-652 and Lot 657-659 Deposited Plan 16353 |
| NA675/73 | Lot 25 Deposited Plan 19853 |
| NA679/199 | Lot 10 Deposited Plan 26431 |
| NA67B/943 | Allotment 57-58 Section 3 Suburbs of Auckland and that part of the subsoil below the levels specified on Survey Office Plan 47222 |
| NA67C/213 | Lot 4 Deposited Plan 118012 |
| NA67C/320 | Lot 32 Deposited Plan 38573 |
| NA67C/321 | Lot 33 Deposited Plan 38573 |
| NA67C/322 | Lot 34 Deposited Plan 38573 |
| NA67C/813 | Lot 4 Deposited Plan 40240 |

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|-----------|---|
| NA67C/979 | Part Lot 69 Survey Office Plan 23745 |
| NA67C/980 | Part Lot 70 Survey Office Plan 23745 |
| NA680/220 | Lot 11 Deposited Plan 26555 |
| NA681/202 | Lot 14 Deposited Plan 26555 |
| NA681/298 | Lot 13 Deposited Plan 26431 |
| NA682/103 | Deposited Plan 26617 |
| NA682/175 | Lot 216 Deposited Plan 18398 |
| NA68D/263 | Lot 3 Deposited Plan 119598 |
| NA692/231 | Deposited Plan 26859 |
| NA698/33 | Lot 1 Deposited Plan 20583 |
| NA69C/960 | Lot 95 Deposited Plan 120327 |
| NA6A/1488 | Lot 107 Deposited Plan 41516 |
| NA6A/280 | Lot 27 Deposited Plan 52537 |
| NA70/261 | Part Allotment 5, Part Allotment 7, Part Allotment 9 and Part Allotment 49 Section 16 Suburbs of Auckland |
| NA702/349 | Part Orere & Taupo |
| NA703/295 | Lot 2-3 and Lot 5-6 Deposited Plan 15387 |
| NA707/207 | Lot 20-27 Deposited Plan 16013 |
| NA70A/596 | Lot 289 Deposited Plan 50024 |
| NA711/372 | Lot 214 Deposited Plan 19098 |
| NA716/334 | Lot 3 Deposited Plan 26535 |
| NA71A/255 | Lot 1 Deposited Plan 121957 |
| NA71A/753 | Lot 1 Deposited Plan 122166 |
| NA72/220 | Lot 9A Deposited Plan 1318 |
| NA725/282 | Lot 1-2 Deposited Plan 28708 |
| NA728/67 | Lot 2-6 Deposited Plan 18001 |
| NA729/134 | Lot 1 Deposited Plan 19099 |
| NA729/151 | Lot 337 Deposited Plan 19327 |
| NA729/29 | Lot 4 Deposited Plan 20934 |
| NA72A/251 | Lot 14 Deposited Plan 123391, Lot 7 Deposited Plan 123391 |
| NA72A/739 | Lot 2 Deposited Plan 123634 |
| NA72D/266 | Flat 1 Deposited Plan 124692, Lot 16 Deposited Plan 35317 |
| NA72D/267 | Flat 2 Deposited Plan 124692, Lot 16 Deposited Plan 35317 |
| NA72D/73 | Flat 1 Deposited Plan 124598, Lot 538 Deposited Plan 19327 |
| NA733/275 | Lot 2 Deposited Plan 29799 |
| NA736/32 | Lot 353 Deposited Plan 22826 |
| NA73A/979 | Lot 1 Deposited Plan 125481 |
| NA73A/981 | Lot 3 Deposited Plan 125481 |
| NA73B/14 | Lot 2 Deposited Plan 125498 |
| NA744/165 | Lot 1 Deposited Plan 28962 |
| NA744/200 | Lot 1 Deposited Plan 30181 |
| NA748/51 | Lot 2-3 Deposited Plan 30239 |
| NA74D/473 | Lot 1 Deposited Plan 128290 |
| NA755/252 | Allotment 3-5 Section 1 Town of Cameron |
| NA758/114 | Part Allotment 3 Section 19 Village of Onehunga |
| NA759/43 | Allotment 4 Section 19 Village of Onehunga and Part |

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| | Allotment 2 Section 19 Village of Onehunga, Allotment 4 and Part Allotment 2 Section 19 Village of Onehunga |
| NA75B/748 | Lot 3 Deposited Plan 117690 |
| NA75C/536 | Allotment 698 Takapuna Parish |
| NA75D/327 | Flat 1 Deposited Plan 129195, Lot 2 Deposited Plan 122133, Lot 5 Deposited Plan 122133 |
| NA75D/328 | Flat 2 Deposited Plan 129195, Lot 2 Deposited Plan 122133, Lot 5 Deposited Plan 122133 |
| NA76/55 | Deposited Plan 1446 |
| NA762/220 | Part Allotment 18 Section 12 Suburbs of Auckland |
| NA768/117 | Part Allotment 79 Parish of Karaka, Part Allotment 79 and Allotment 307 Parish of Karaka |
| NA768/118 | Part Allotment 79 Parish of Karaka |
| NA768/119 | Part Allotment 4 Parish of Pukekohe |
| NA769/170 | North Western Portion Allotment 20 Parish of Waitakerei and South Western Portion Allotment 20 Parish of Waitakerei and Southern Portion Allotment 21 Parish of Waitakerei and Allotment 25-27 Parish of Waitakerei, North Western Portion Allotment 20 Parish of Waitakerei, South Western Portion Allotment 20 Parish of Waitakerei and Allotment 25-27 Parish of Waitakerei |
| NA76A/800 | Lot 2 Deposited Plan 129910 |
| NA76C/357 | Flat 1 Deposited Plan 130651, Lot 18 Deposited Plan 37881 |
| NA76C/611 | Lot 1 Deposited Plan 130763 |
| NA77/258 | Allotment 14 Section 33 City of Auckland and Defined On Deposited Plan 1513 |
| NA773/123 | Allotment 6 Section 33 Town of Auckland |
| NA774/86 | Part Allotment 3 and Part Allotment 5 Section 6 Village of Onehunga |
| NA775/11 | Part Allotment 2 Section 13 Suburbs of Auckland |
| NA777/50 | Lot 4 Deeds Plan 1060 |
| NA77D/52 | Allotment 395 Parish of Manurewa |
| NA77D/643 | Lot 76 Deposited Plan 139784 |
| NA780/8 | Part Allotment 17 Parish of Titirangi and Defined On Deposited Plan 20823, Part Allotment 17 Parish of Titirangi and Part Allotment 17 Parish of Titirangi and Defined On Deposited Plan 20823 |
| NA785/65 | Lot 41 Deposited Plan 21248 |
| NA788/13 | Lot 1 Deposited Plan 25002 |
| NA789/114 | Lot 492 Deposited Plan 19327 |
| NA78D/140 | Part Lot 71 Deposited Plan 11793 |
| NA78D/157 | Part Lot 1 Deposited Plan 54117 |
| NA78D/840 | Allotment 43 Section 5 Suburbs of Auckland |
| NA794/259 | Lot 1 Deposited Plan 21153 |
| NA798/245 | Lot 1 Deposited Plan 31082 |
| NA79A/795 | Lot 1 Deposited Plan 134100 |
| NA79C/172 | Lot 1 Deposited Plan 134719 |

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| NA79D/200 | Lot 1 Deposited Plan 135207 |
| NA79D/206 | Lot 3 Deposited Plan 135212 |
| NA7A/609 | Lot 43 Deposited Plan 52597 |
| NA7B/205 | Lot 91 Deposited Plan 46782 |
| NA7D/1113 | Lot 1-4 Deposited Plan 52401 |
| NA7D/244 | Lot 4 Deposited Plan 49029 |
| NA801/109 | Lot 458 Deposited Plan 19571 |
| NA80A/702 | Flat 2 Deposited Plan 135929, Lot 43 Deposited Plan 46547 |
| NA80B/274 | Flat 1 Deposited Plan 136241, Lot 98 Deposited Plan 46782 |
| NA80D/227 | Lot 1 Deposited Plan 48097 |
| NA80D/316 | Part Lot 1 Deeds Plan 425 |
| NA80D/444 | Lot 16-17 Deeds Plan S105 |
| NA80D/456 | Lot 38 Deposited Plan 50096 |
| NA80D/457 | Lot 39 Deposited Plan 50096 |
| NA80D/458 | Lot 40 Deposited Plan 50096 |
| NA80D/459 | Lot 41 Deposited Plan 50096 |
| NA819/67 | Part Lot 2-3 Deposited Plan 1318 |
| NA81B/48 | Lot 7 Deposited Plan 137013 |
| NA81C/108 | Flat 1 Deposited Plan 137491 and Carport 1 Deposited Plan 152403, Lot 60 Deposited Plan 44012 |
| NA824/102 | Lot 3 Deposited Plan 31644 |
| NA828/97 | Lot 103-104 Deposited Plan 16354 |
| NA82C/494 | Allotment 87, Allotment 116 and Allotment 119 Section 12 Suburbs of Auckland |
| NA82C/747 | Lot 1 Deposited Plan 22086 |
| NA82C/748 | Part Allotment 71 Section 32 City of Auckland |
| NA83B/527 | Lot 4 Deposited Plan 140374 |
| NA83B/792 | Lot 3 Deposited Plan 140461 |
| NA83C/975 | Flat 1 Deposited Plan 141043, Lot 64 Deposited Plan 46179 |
| NA83D/817 | Flat 1 Deposited Plan 141484, Lot 13 Deposited Plan 132737 |
| NA840/8 | Part Wharekawa No 1G Section 1 Block |
| NA852/123 | Lot 48 Deposited Plan 21413 |
| NA855/56 | Lot 1 Deposited Plan 33562 |
| NA85A/182 | Part Lot 2 Deeds Plan P22 |
| NA85A/869 | Lot 1 Deposited Plan 72023 |
| NA85A/935 | Lot 165 Deposited Plan 45557 |
| NA85A/936 | Part Allotment 48 Parish of Papakura |
| NA85A/937 | Part Allotment 48 Parish of Papakura |
| NA85A/941 | Part Lot 29-32 Deposited Plan 798 and Allotment 22 Suburbs of Auckland and Part Allotment 1, 3-4 Section 15 and Part Allotment 8 Section 15 and Part Allotment 14 Section 15 Suburbs of Auckland, Part Lot 29-32 Deposited Plan 798, Allotment 22 Suburbs of Auckland and Part Allotment 1, Part Allotment 3-4, Part Allotment 8 and Part Allotment 14 Section 15 Suburbs of Auckland |
| NA861/40 | Lot 5 Deeds Plan 1060 |

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| NA86A/165 | Lot 1 Deposited Plan 145005 |
| NA86A/25 | Lot 1 Deposited Plan 144912 |
| NA86C/485 | Flat 2 Deposited Plan 146017 and Carport 2 Deposited Plan 146017, Lot 18 Deposited Plan 37881 |
| NA86D/103 | Lot 52-53 and Lot 58 Deposited Plan 55184 and Part Lot 59 Deposited Plan 60001 |
| NA86D/104 | Lot 2 Deposited Plan 135655 and Part Lot 15-16 and Part Lot 17 Deposited Plan 24310 and Part Lot 454 Parish of Manurewa, Lot 2 Deposited Plan 135655 and Part Lot 15-16 and Part Lot 17 Deposited Plan 24310 and Part Lot 454 Parish of Manurewa, Lot 2 Deposited Plan 8653, Part Lot 17 Deposited Plan 24310 and Part Lot 15-17 and Part Lot 454 Parish of Manurewa |
| NA86D/105 | Lot 3 Deposited Plan 62987 |
| NA86D/809 | Lot 1 Deposited Plan 34030 |
| NA87/219 | Deposited Plan 1878 |
| NA87A/97 | Part Allotment 108-109 Section 6 Suburbs of Auckland |
| NA87C/814 | Lot 1 Deposited Plan 147114 |
| NA87C/820 | Lot 2 Deposited Plan 147116 |
| NA881/82 | Lot 354 Deposited Plan 22826 |
| NA883/184 | Lot 2-3 Deposited Plan 33766 |
| NA888/92 | Lot 105 and Lot 118-119 Deposited Plan 16354 |
| NA88B/199 | Lot 5 Deposited Plan 60756 and Lot 1-2 Deposited Plan 148383 |
| NA88C/321 | Part Lot 4 Deposited Plan 20168 and Part Lot 1 Deposited Plan 16507 |
| NA88C/322 | Lot 1, Lot 5-6 and Part Lot 4 Deposited Plan 20168, Lot 3 Deposited Plan 2902 and Lot 1-2 and Part Lot 3 Deposited Plan 23107 |
| NA88C/635 | Part Lot 43 Deposited Plan 4436 |
| NA88C/646 | Part Lot 44 Deposited Plan 4436 |
| NA88C/863 | Allotment 398 Parish of Manurewa |
| NA88C/864 | Lot 2 Deposited Plan 29613 |
| NA88C/865 | Lot 3 Deposited Plan 45483 |
| NA88C/866 | Part Allotment 31 Section 3 Small Lots Near Panmure |
| NA88C/867 | Part Lot 7 Deposited Plan 33444 |
| NA88C/872 | Part Deposited Plan 24700 |
| NA88C/879 | Allotment 12-13 Section 12 City of Auckland |
| NA88C/950 | Part Allotment 21 Section 3 Suburbs of Auckland |
| NA896/85 | Lot 57 Deposited Plan 18900 |
| NA897/135 | Lot 3 Deposited Plan 35034 |
| NA897/82 | Lot 5 Deposited Plan 34816 |
| NA899/208 | Lot 4 Deposited Plan 34816 |
| NA899/281 | Lot 20 Deposited Plan 34829 |
| NA89C/134 | Part Allotment 38 Parish of Takapuna |
| NA89C/261 | Part Allotment 1-2 Section 6 City of Auckland |

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| NA89C/383 | Part Lot 1 Deposited Plan 131569 |
| NA89C/518 | Lot 201 Deposited Plan 16354 |
| NA89C/588 | Lot 1-2 Deposited Plan 151179, Lot 1 Deposited Plan 152888, Section 1 Survey Office Plan 45036, Section 1 Survey Office Plan 52074 and Allotment 30-31 Survey Office Plan 49188 |
| NA89C/670 | Part Allotment 57 Parish of Titirangi |
| NA89C/671 | Part Lot 45 Deposited Plan 47828 |
| NA89C/672 | Part Lot 9 Deposited Plan 2270 |
| NA89C/741 | Part Lot 1 Deposited Plan 68887 |
| NA89C/745 | Lot 31 Deposited Plan 18342 |
| NA89C/889 | Lot 4 Deposited Plan 154556 |
| NA89C/928 | Lot 1 Deposited Plan 36380 |
| NA89D/156 | Lot 2 Deposited Plan 150385 |
| NA8A/409 | Lot 1 Deposited Plan 55316 |
| NA8D/102 | Lot 2 Deposited Plan 54734 |
| NA905/77 | Lot 1 Deposited Plan 34816 |
| NA907/198 | Allotment 217 Parish of Titirangi |
| NA90A/610 | Lot 1-2 Deposited Plan 151178, Lot 1-2 Deposited Plan 151178 and Section 1 Survey Office Plan 44422 and Section 1 Survey Office Plan 46532 |
| NA90B/394 | Lot 1 Deposited Plan 151550 |
| NA90D/103 | Allotment 11 and Allotment 26-45 Section 9 City of Auckland, Part Allotment 15-16 Section 10 City of Auckland, Part Allotment 18 Section 10 Deposited Plan 2811, Part Allotment 19 Section 10 City of Auckland, Marked A Survey Office Plan 55973, Defined On Deposited Plan 2452, Allotment 20 Section 10 City of Auckland, Lot 1-9 Deposited Plan 27319, Section 1 Survey Office Plan 46145, Section 1 Survey Office Plan 55970, Section 1 Survey Office Plan 53511, Lot 1-2 Deposited Plan 19659, Lot 18-23 Deposited Plan 27319 and Defined On Deposited Plan 2811 |
| NA90D/469 | Part Allotment 635 Parish of Takapuna |
| NA914/265 | Lot 15 Deposited Plan 35317 |
| NA91A/207 | Flat 2 Deposited Plan 152403 and Garage 2 Deposited Plan 152403, Lot 60 Deposited Plan 44012 |
| NA91A/899 | Lot 1-3 and Lot 5 Deposited Plan 152708 |
| NA91B/602 | Lot 1 Deposited Plan 153030 |
| NA91B/730 | Flat 2 Deposited Plan 153109, Lot 64 Deposited Plan 46179 |
| NA91C/20 | Lot 3 Deposited Plan 153275 |
| NA91C/243 | Lot 2 Deposited Plan 153395 |
| NA91C/435 | Lot 1-2 Deposited Plan 153488 |
| NA91C/858 | Lot 1 Deposited Plan 153731 |
| NA91D/162 | Lot 9 Deposited Plan 56889 |
| NA91D/329 | Lot 1 Deposited Plan 45781 |
| NA91D/710 | Lot 8 Deposited Plan 152752 |
| NA91D/74 | Deposited Plan 2861 |

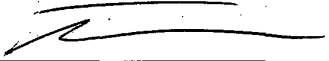
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| NA91D/818 | Part Deposited Plan 23351 |
| NA92B/61 | Lot 4 Deposited Plan 154337 |
| NA92C/386 | Lot 3 Deposited Plan 154926 |
| NA92D/699 | Lot 200 Deposited Plan 155302 |
| NA935/78 | Allotment 220 Parish of Titirangi |
| NA93C/182 | Deposited Plan 9776 |
| NA93C/183 | Lot 1 Deposited Plan 59000 |
| NA93C/184 | Lot 2 Deposited Plan 55466 |
| NA93C/185 | Lot 3 Deposited Plan 55466 |
| NA93C/501 | Allotment 197, Part Allotment 192-193, Part Allotment 196 and Part Allotment 507 Parish of Waikomiti and Part Lot 7 Deposited Plan 35549 |
| NA93C/639 | Lot 2 Deposited Plan 33238 and Lot 11 Deposited Plan 20656 and Part Lot 3-4, 9-10 Deposited Plan 20656 and Lot 6-7 Deposited Plan 23299 and Lot 47-50 Deposited Plan 23550 and Part Lot 43-46 Deposited Plan 23550 and Part Lot 2 Deposited Plan 22831 and Part Lot 42 Deposited Plan 177 and Part Lot 1, 6 Deposited Plan 23749, Lot 2 Deposited Plan 33238, Lot 11, Part Lot 3-4 and Part Lot 9-10 Deposited Plan 20656, Lot 6-7 Deposited Plan 23299, Lot 47-50 and Part Lot 43-46 Deposited Plan 23550, Part Lot 2 Deposited Plan 22831, Part Lot 42 Deposited Plan 177 and Part Lot 1 and Part Lot 6 Deposited Plan 23749 |
| NA93C/676 | Part Deposited Plan 9530 |
| NA93C/935 | Lot 1 Deposited Plan 165429 |
| NA93D/209 | Lot 2 Deposited Plan 55425 |
| NA93D/706 | Part Allotment 2 Parish of Opaheke |
| NA945/42 | Allotment 43-46 and Allotment 58-61 Section 8 Village of Drury |
| NA94B/269 | Lot 4 Deposited Plan 156885 |
| NA94D/559 | Lot 2 Deposited Plan 158062 |
| NA957/90 | Lot 6 Deposited Plan 36831 |
| NA95B/29 | Lot 6 Deposited Plan 158723, Lot 7 Deposited Plan 158723 |
| NA95C/252 | Lot 1-2 Deposited Plan 31889 |
| NA95C/951 | Section 1 Survey Office Plan 31679 |
| NA962/268 | Lot 13 Deposited Plan 37095 |
| NA96B/843 | Lot 2 Deposited Plan 160407 |
| NA96B/973 | Lot 21 Deposited Plan 160476 |
| NA96C/811 | Lot 3 Deposited Plan 160832 |
| NA970/207 | Part Allotment 24 Small Lots Near Onehunga |
| NA970/208 | Part Allotment 24 Small Lots Near Onehunga |
| NA974/199 | Section 676-680 Town of Orakei and Section 8 Block IX Rangitoto Survey District and Part Section 12 Block VIII and Part Section 9 Block IX Rangitoto Survey District and Orakei 4A 2B Block and Part Orakei 1G Block and Part Orakei 2A1 Block and Part Orakei 3A East Block and Part Orakei 3A2 East Block and Part Orakei 3A West Block and Part Orakei |

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| | 3A2 West Block and Part Orakei 3B1 Block and Part Orakei 3B2 Block and Part Orakei 3C Block and Part Orakei 3D Block and Part Orakei 3E Block and Part Orakei 3F1 Block and Part Orakei 3F2 Block and Part Orakei 3F3 Block and Part Orakei 4A1 Block and Part Orakei 4A3 Block and Part Orakei 4A4 Block and Part Orakei 4B Block and Part Orakei 4C2 Block, Section 676-680 Town of Orakei, Section 8 Block IX Rangitoto Survey District, Part Section 12 Block VIII- Rangitoto Survey District, Part Section 9 Block IX Rangitoto Survey District, Orakei 4A 2B Block, Part Orakei 1G Block, Part Orakei 2A1 Block, Part Orakei 3A East Block, Part Orakei 3A2 East Block, Part Orakei 3A West Block, Part Orakei 3A2 West Block, Part Orakei 3B1 Block, Part Orakei 3B2 Block, Part Orakei 3C Block, Part Orakei 3D Block, Part Orakei 3E Block, Part Orakei 3F1 Block, Part Orakei 3F2 Block, Part Orakei 3F3 Block, Part Orakei 4A1 Block, Part Orakei 4A3 Block, Part Orakei 4A4 Block, Part Orakei 4B Block and Part Orakei 4C2 Block |
| NA975/15 | Lot 4-9, Lot 17-19 and Part Lot 16 Deposited Plan 290 |
| NA975/186 | Lot 1 Deposited Plan 37516 |
| NA97B/249 | Lot 1 Deposited Plan 65125 |
| NA97B/683 | Lot 294 Deposited Plan 50024 |
| NA97B/819 | Lot 1 Deposited Plan 169758 |
| NA97B/869 | Lot 9 Deposited Plan 97274 |
| NA97C/82 | Lot 2 Deposited Plan 161722 |
| NA97D/264 | Unit C and Accessory Unit 32 Deposited Plan 159626 |
| NA97D/716 | Flat 2 Deposited Plan 162319, Shed 1 Deposited Plan 162319 and Water Tank 2-3 Deposited Plan 162319, Lot 1 Deposited Plan 162318 |
| NA980/5 | Lot 2 Deposited Plan 37585 |
| NA98A/235 | Flat 5 Deposited Plan 162562, Part Deposited Plan 9530 |
| NA98B/387 | Flat 1 Deposited Plan 162998, Lot 1-2 Deposited Plan 153488 |
| NA98B/705 | Lot 2 Deposited Plan 163157 |
| NA98C/702 | Lot 1 Deposited Plan 163598 |
| NA98D/516 | Lot 1 Deposited Plan 163933 |
| NA98D/740 | Lot 2 Deposited Plan 164069 |
| NA98D/831 | Lot 1 Deposited Plan 164120 |
| NA99B/57 | Lot 2 Deposited Plan 164644 |
| NA99C/230 | Allotment 8 Section 33 Town of Auckland |
| NA99C/231 | Part Lot 1 Deposited Plan 48232, Section 1 Survey Office Plan 67171, Part Lot 5 Deposited Plan 113772, Allotment 67 and Allotment 67A Section 32 City of Auckland, Lot 8 of Allotment 5 Section 13 City of Auckland, Lot 2 Deposited Plan 22086, Lot 1 Deposited Plan 45930 and Part Allotment 11 Section 33 City of Auckland |
| NA99C/232 | Part Lot 1 Deposited Plan 48232, Section 2 Survey Office |

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| | Plan 67171 and Allotment 9 Section 33 and Allotment 68, 70, 68A, 69A Section 32 City of Auckland and Part Allotment 65-66, 69, 71 Section 32 and Part Section 13 and Part Allotment 5, 12 Section 13 City of Auckland and Part Lot 1 Deposited Plan 48232, Section 2 Survey Office Plan 67171 and Allotment 9 Section 33 and Allotment 68, 70, 68A, 69A Section 32 City of Auckland and Part Allotment 65-66, 69, 71, 69 Section 32 and Part Section 13 and Part Allotment 5, 12, 12 Section 13 City of Auckland and Part Lot 1 Deposited Plan 48232, Section 2 Survey Office Plan 67171, Allotment 9 Section 33 City of Auckland, Allotment 68, Allotment 70, Allotment 68A, Allotment 69A, Part Allotment 65-66, Part Allotment 69 and Part Allotment 71 Section 32 City of Auckland, Part Section 13 City of Auckland, Part Allotment 5 and Part Allotment 12 Section 13 City of Auckland and Part Lot 1 Deposited Plan 48232 |
| NA99D/890 | Flat 7 Deposited Plan 165527 and Garage 7 Deposited Plan 165527, Lot 12-13 Deposited Plan 43466 |
| NA276/203 | Lot 5 Deposited Plan 9647 |
| NA708/197 | Deposited Plan 28190 |



 [~~MANAGER~~ / ADVISOR CROWN PROPERTY CLEARANCES
 Acting under the authority of the Chief Executive of
 Land Information New Zealand delegated under
 section 41 of the State Sector Act 1988]

NEW ZEALAND GAZETTE

Land Acquired for University Purposes, Auckland

Pursuant to sections 20 and 50 of the Public Works Act 1981, and to a delegation from the Minister for Land Information, Kerry McPhail, Land Information New Zealand, declares that, an agreement to that effect having been entered into, the lands described in the First Schedule to this notice are hereby acquired for university purposes, subject to Part 4A of the Conservation Act 1987, sections 10 and 11 of the Crown Minerals Act 1991, and subject to all existing Encumbrances on all Record of Titles, including caveat number 11400761.1 on RT NA89C/588, in the Second Column of the First Schedule, and excluding coal and other minerals as set out in the Third Column of the First Schedule, and shall vest in the University of Auckland, subject to the encumbrance in the Second Schedule to this notice, on the 14th day after the date of publication hereof in the *New Zealand Gazette*.

North Auckland Land District—Auckland

First Schedule

Land Acquired for University Purposes

| Area ha | Shown As | Location of section 19 of the Public Works Act 1928 Coal and Other Minerals |
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| 3.0776 | Part Allotment 1 Section 6 City of Auckland and Part Allotment 2 Section 6 Auckland City - Record of Title NA89C/261 | NA89/261 |
| 0.4947 | Lot 1 Deposited Plan 89603 - Record of Title NA46D/310 | NA769/292, NA216/202, NA244/295 |
| 3.8977 | Allotment 11, 26-45 Section 9 City of Auckland and Part Allotment 15-16 Section 10 Auckland City and Allotment 17 Section 10 Auckland City and Part Allotment 18 Section 10 Deposited Plan 2811 and Part Allotment 18 Section 10 Auckland City and Allotment 19-20 Section 10 Auckland City and Marked A Survey Office Plan 55973 and Defined On Deposited Plan 2452 and Lot 1-9 Deposited Plan 27319 and Section 1 Survey Office Plan 46145 and Section 1 Survey Office Plan 55970 and Section 1 Survey Office Plan 53511 and Lot 1-2 Deposited Plan 19659 and Lot 18-23 Deposited Plan 27319 and Defined On Deposited Plan 2811 - Record of Title NA90D/103 | NA769/287, NA90D/103, Proclamation 20323 and NA769/56, NA1078/108, Proclamation A431505 and NA769/56, Proclamation A431505 and NA769/56, NA1602/902, NA466/155, 459/46, NA1146/80, NA113/203, NA755/173, NA113/203, NA755/175, NA103/264, NA755/176 |
| 2.6282 | Lot 1-2 Deposited Plan 151178 and Section 1 Survey Office Plan 44422 and Section 1 Survey Office Plan 46532 - Record of Title NA90A/610 | NAPR5/27, NAPR5/28, NAPR5/29, NAPR5/30, NAPR5/31, NAPR5/32, NAPR5/33, NAPR5/34, NAPR5/35, NAPR5/36, NAPR5/37, NAPR5/38, NAPR5/39, NAPR5/40, NAPR5/41, NAPR5/42, NAPR5/43, NAPR5/44, NAPR5/45, PRNA5/60, PRNA5/58, PRNA5/57, PRNA5/56, PRNA5/55, PRNA5/54, PRNA5/53, PRNA5/52, PRNA5/51, PRNA5/50, PRNA5/49, PRNA5/48, PRNA5/47, PRNA5/46 |
| 0.8001 | Part Section SW 34 City of Auckland - Record of Title NA89C/584 | NA6/85 |

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NEW ZEALAND GAZETTE

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| 1.8205 | Lot 1-2 Deposited Plan 151179, Lot 1 Deposited Plan 152888, Section 1 Survey Office Plan 45036. Section 1 Survey Office Plan 52074 and Allotment 30-31 Survey Office Plan 49188 - Record of Title NA89C/588 | NAPR5/123, NAPR5/122, NAPR5/120, NAPR5/119, NAPR5/118, NAPR5/110, NAPR5/111, NAPR5/112, NAPR5/113, NAPR5/114, NAPR5/115, NAPR5/116, NAPR5/117, NA82/274 |
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Second Schedule

Encumbrance

For valuable consideration, the owner of all the land in the First Schedule, together with their heirs, successors and assigns ("Encumbrancer"), encumbers all of the lands in the First Schedule ("Land") for the benefit of Her Majesty The Queen ("Encumbrancee") for a term of 999 years from the publication date of this notice in the *New Zealand Gazette*, determinable under Clause 3 of this encumbrance with an annual rent charge of \$1.00 to be paid in January of each year if demanded, to secure compliance by the Encumbrancer with the covenants set out in this encumbrance:

1. The Encumbrancer acknowledges that the covenants in this encumbrance are of a permanent nature, and the Encumbrancer shall not be entitled to a discharge of the Encumbrance during the term, whether by payment of the total security or otherwise, except under clause 3 of this encumbrance.
2. The Encumbrancer covenants with the Encumbrancee that:
 - a. the Encumbrancer will only dispose of all or part of the Land in full compliance of its obligations under section 40 of the Public Works Act 1981; and
 - b. the Encumbrancer will advise the Encumbrancee of the proposed sale of all or part of the Land; and
 - c. if the Encumbrancer sells all or part of the Land before the expiration of five years from the date of publication of this notice in the *New Zealand Gazette*, the Encumbrancer shall pay 20% of the net proceeds of sale (or such lesser amount agreed by the Encumbrancee) to the Encumbrancee.
3. The rent-charge shall immediately determine and the Encumbrancer shall be entitled to a discharge of this encumbrance if:
 - a. the covenants expressed herein become obsolete or no longer enforceable; or
 - b. where any sunset provision is enacted amending section 40 of the Public Works Act 1981 which provision makes the term of this encumbrance redundant; or
 - c. the encumbrancee disposes of the Land in full compliance with its obligations under clause 2 of this encumbrance.
4. The Encumbrancer shall pay its own costs incurred during the course of this encumbrance.
5. Sections 73, 75 and 208 of the Land Transfer Act 2017, and sections 23, 289 and 301-302 of the Property Law Act 2007 shall apply to this Encumbrance but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent-chargee) the Encumbrancee shall not be entitled to any of the powers and remedies given to encumbrancees by the Land Transfer Act 2017 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 2017 or the Property Law Act 2007.
6. The Encumbrancer covenants with the Encumbrancee:
 - a. to pay all legal costs and disbursements in the execution, registration, enforcement and any ultimate release of this encumbrance, in respect of any consents sought by the Encumbrancer from the Encumbrancee to the registration of any instrument, and in respect of the performance and observance by the Encumbrancer of this encumbrance including legal costs on a solicitor/client basis; and
 - b. to otherwise indemnify the Encumbrancee against any claims, loss and expense of whatever kind incurred by the Encumbrancee as a consequence of the Encumbrancer failing to comply with this encumbrance.
7. No delay or failure by the Encumbrancee to enforce performance of any of the covenants set out in this encumbrance and no indulgence granted to the Encumbrancer by the Encumbrancee shall prejudice the rights of the Encumbrancee to enforce any of the covenants or provisions of the Encumbrance Instrument.

NEW ZEALAND GAZETTE

8. The Encumbrancee acknowledges that this encumbrance does not preclude the Encumbrancer from leasing (subject to compliance with any statutory constraints) or mortgaging or allowing security of whatever kind over the Land and consent from the Encumbrancee, except in any regulatory role, shall not be required.

9. The Encumbrancer:

a. acknowledges that this encumbrance:

- i. has been granted for valuable consideration received, in full compensation for the grant of this encumbrance; and
- ii. is intended to charge the Land and bind the Encumbrancer (and successors) to perform the Encumbrancer's obligations for the period of time set out in this encumbrance; and

b. therefore covenants with the Encumbrancee:

- i. not to seek to discharge, surrender, lapse, vary, amend, withdraw or remove in any manner whatsoever this encumbrance prior to the expiry of that period of time, whether by payment of the total security or otherwise, except under clause 3 of this encumbrance;
- ii. to preserve for the period of time set out in this encumbrance the integrity of the agreements in this encumbrance; and

always to act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement encumbrance) and/or easement or land covenant 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 the Encumbrancee.

Dated at Wellington this 14th day of November 2019.

KERRY McPHAIL, for the Minister for Land Information.

2019-In5288

18-11-2019 09:56

MANUAL DEALING LODGEMENT FORM

Landonline Firm Code: kward005
 Lodging Firm: WSP
 Private Individual: P O Box 1482
 Address: Christchurch
 Associated Firm:
 Client Code / Ref: 6-UOA01.01 - 346GD

Dealing/SUD Number:
(LINZ use only)

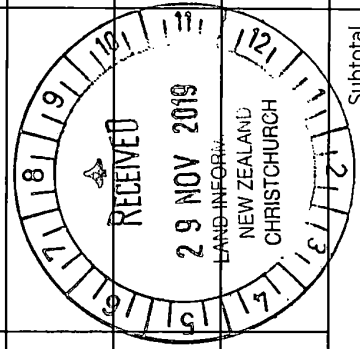
 Priority Barcode/Date Stamp
(LINZ use only)

GN 11625557.1 Gazette I
 Cpy - 02/03, Pgs - 004, 29/11/19, 15-31
Copies
 (inc. original)
 DocID: 216710063

Plan Number Pre-Allocated or
to be Deposited:
 Rejected Dealing Number:

Tax Statement included

| Priority Order | RT Ref | Type of Instrument | Names of Parties | Document Fees | Resubmission | Notices | FEES \$ GST INCLUSIVE |
|-----------------------------|---|--------------------|------------------|---------------|--------------|---------|-----------------------|
| 1 | NA89C/261, NA89C/588 NA46D/310, NA90A/610, NA90D/103, NA89C/584 | GN | HMQ - UoA | \$0.00 | | | \$0.00 |
| 2 | NA46D/310 | COV | HMQ - UoA | \$176.00 | | | \$176.00 |
| 3 | NA89C/261 | COV | HMQ - UoA | \$176.00 | | | \$176.00 |
| 4 | NA90D/103 | COV | HMQ - UoA | \$176.00 | | | \$176.00 |
| Subtotal | | | | | | | \$528.00 |
| Total for this dealing | | | | | | | \$528.00 |
| Less fees paid on Dealing # | | | | | | | \$528.00 |



Annotations (LINZ use only).
 Original Signatures? _____

Debit my Landonline account for
(Only available for Landonline customers)
 or Cash / Cheque enclosed for
(Only pay in cash if depositing in drop box at a LINZ processing centre)
 or Eft-pos payment due for
(Eft-pos only available if lodging the dealing in person at a LINZ processing centre)

*If the total payable is not updating please re-select your payment method



View Instrument Details

Instrument No 11652901.1
Status Registered
Date & Time Lodged 23 April 2020 10:39
Lodged By Burton, Crystalle Lee
Instrument Type Easement Instrument



| | |
|----------------------------------|----------------------|
| Affected Records of Title | Land District |
| NA90A/610 | North Auckland |

Annexure Schedule Contains 7 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Encumbrancee under Encumbrance 9210599.2 has consented to this transaction and I hold that consent

Signature

Signed by Jonathan Allan Simons as Grantor Representative on 20/04/2020 04:45 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Emily Rebecca Peacocke as Grantee Representative on 23/04/2020 09:57 AM

*** End of Report ***

Easement Instrument to Grant Easement
Section 109 Land Transfer Act 2017

Grantor

UNIVERSITY OF AUCKLAND

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, B and C on DP 506327 (Areas B and C are limited to the height limits as shown on the plan) | Lot 2 DP 151178 (RT NA90A/610) | 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 checked="" type="checkbox"/> | The Accommodation is owned by the Network Operator <input 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 109 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.



17 April 2020

Annette Stocker
Work Group Manager
WSP New Zealand Ltd.
12 Moorhouse Avenue
Christchurch 8011

By email: annette.stocker@wsp.com

Tēnā koe Annette,

Request for approval to grant an electrical easement at University of Auckland's 610 Wellesley Street/23 Symonds Street property pertaining to Lot 2 Deposited Plan 151178, comprised in record of title NA90A/610

I refer to your request, received on 1 April 2020, seeking consent on behalf of the University of Auckland for an easement on University land in accordance with s192(4)(a) of the Education Act 1989 (the Act).

I hold authority delegated by the Secretary for Education for decisions where tertiary education institutions seek to sell or otherwise dispose of assets or interests in assets under s192(4)(a) of the Act. I hereby grant consent to the University of Auckland to provide Vector Ltd the easement sought. There are no conditions attached to this consent.

Nāku noa, nā

A handwritten signature in blue ink, appearing to read "Katrina Sutich".

Katrina Sutich
Group Manager Graduate Achievement Vocations and Careers

Cc: Luke Howard (Acting Manager, Monitoring and Crown Ownership, TEC), Adrienne Cleland (Deputy Vice-Chancellor, Operations, University of Auckland)

Phone: Fax

education.govt.nz



View Instrument Details

Instrument No 11859461.1
Status Registered
Date & Time Lodged 30 July 2021 16:18
Lodged By Burton, Crystalle Lee
Instrument Type Easement Instrument



| | |
|----------------------------------|----------------------|
| Affected Records of Title | Land District |
| NA90A/610 | North Auckland |

Annexure Schedule Contains 8 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Encumbrancee under Encumbrance 9210599.2 has consented to this transaction and I hold that consent

Signature

Signed by Alastair James Pettiit as Grantor Representative on 12/05/2021 02:43 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Emily Rebecca Peacocke as Grantee Representative on 30/07/2021 04:12 PM

*** End of Report ***

Easement Instrument to Grant Easement
Section 109 Land Transfer Act 2017

Grantor

UNIVERSITY OF AUCKLAND

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 547256 | Section 1 SO 46532 (RT NA90A/610) | In Gross |
| | B on DP 547256 | Lot 1 DP 151178 (RT NA90A/610) | |
| | C on DP 547256 | Section 1 SO 44422 (RT NA90A/610) | |

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 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.

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

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.

6.5 Notwithstanding any other provisions of this easement, for so long as the Land is used as a public school or for education purposes, the Network Operator shall, when exercising all or any of its rights given to it pursuant to this easement, adhere to all reasonable instructions of the Landowner and any Board of Trustees of the public school on the Land to ensure the safe and efficient operation of the public school.

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 an industry participant (as defined in the Electricity Industry Act 2010) 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.

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

- (c) the Landowner acknowledges that the Accommodation is locked at all times by the Network Operator. If the Accommodation requires repair, 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.

14. ACKNOWLEDGEMENT

The Network Operator acknowledges that this grant of easement has been made pursuant to section 48 of the Public Works Act 1981 and that the right of termination on three months' notice without compensation is expressly excluded from the grant.

Approved for ADLS by Registrar-General of Land under No. 2018/6261

ANNEXURE SCHEDULE - CONSENT FORM

Regulation 6, Land Transfer Regulations 2018



Insert type of instrument

"Caveat", "Mortgage" etc

Encumbrance

Page 1 of 1 pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Auckland Transport

Encumbrance under Encumbrance 9210599.2

Consent

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [Section 109(3)] of the Land Transfer Act 2017]

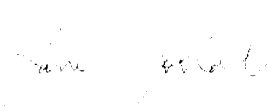
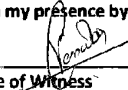
Without prejudice to the rights and powers existing under the interest of the Consentor

The Consentor hereby consents to:

1. **The registration of an easement over NA 90A/610 in favour of Vector Limited** as shown on LT 547256
- 2.
- 3.
- 4.
- 5.

Dated this 19th day of October 2020

Attestation

| | |
|---|--|
|  Signature of Consentor | Signed in my presence by the Consentor  Signature of Witness |
| | Witness to complete in BLOCK letters (unless legibly printed) Witness name Charmaine Vessaokar Occupation PA to GMs Property & Planning & Chief Engineer Address Auckland |

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 2017.

REF: 7029 – © AUCKLAND DISTRICT LAW SOCIETY INC. 2018

Approved for ADLS by Registrar-General of Land under No. 2018/6261

ANNEXURE SCHEDULE - CONSENT FORM

Regulation 6, Land Transfer Regulations 2018



Insert type of instrument

"Caveat", "Mortgage" etc

Easement

Page 1 of 1 pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

| | |
|------------------------------|--|
| <u>Her Majesty the Queen</u> | Encumbrance under Encumbrance 11625557.1 |
|------------------------------|--|

Consent

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [Section 109 (3) of the Land Transfer Act 2017]

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

The **Consentor** hereby consents to:

1. the registration of an easement over NA 90A/610 in favour of Vector Limited.
- 2.
- 3.
- 4.
- 5.

Dated this 11th day of November 2020

Attestation

| | |
|--|--|
| <p>For and on behalf of Her Majesty the Queen Acting pursuant to delegated authority from the Chief Executive of Land Information NZ pursuant of section 41 of the State Sector Act 1988</p> <p>JONATHAN WRIGHT</p> | <p>Signed in my presence by the Consentor</p> |
| | <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Kerry McPhail</p> <p>Occupation Crown Property Clearances Land Information New Zealand</p> <p>Address 155 The Terrace Wellington</p> |
| <p>Signature of Consentor</p> | |

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 2017.

View Instrument Details



Instrument No 12799696.1
Status Registered
Date & Time Lodged 10 October 2023 14:02
Lodged By Pearse, Matthew Namana
Instrument Type Building Act 2004 - Certificate Imposing Condition - s77(4)



| Affected Records of Title | Land District |
|---------------------------|----------------|
| NA90A/610 | North Auckland |

Annexure Schedule Contains 1 Pages.

Signature

Signed by Alastair James Pettitt as Territorial Authority Representative on 14/08/2023 04:52 PM

*** End of Report ***

Page 1 of 1 Building Consent BCO10294413-4-B Approved by Auckland Council

Certificate imposing condition under section 75(2)



Section 77(1) and section 77(4) of the Building Act 2004

Land Registration District(s): North Auckland

C77

Computer register(s) of land on which building work is to be carried out

| Unique identifier | All / Part | Legal description | Unique identifier(s) of Other Specified Allotment(s) to be included in any Transfer or Lease |
|-------------------|------------|---|--|
| NA90A/610 | All | Lot 1-2 Deposited Plan 151178 and Section 1 Survey Office Plan 44422 and Section 1 Survey Office Plan 46532 | NA90A/610 |

Full name and signature of all Registered Proprietor/s

| Full name (please print) <i>Surname to be underlined</i> | Signature | Signature date |
|--|-----------|----------------|
| Simon Neale Director Property Service, University of Auckland | | 20.03.2023 |
| | | |
| | | |
| | | |

A Building Consent is to be granted, subject to a condition under section 75 of the Building Act 2004, that the specified allotments must not be transferred or leased except in conjunction with (the) other allotment(s), as set out in the above table.

Dated this

10 day of July

2023

Signature:

Graeme Stokes

Name:

Jason Wang
Manager Project Assessment CentralGraeme Stokes
Team Leader Project Assessment

Designation / role:

Manager Project Assessment Central

Team Leader Project Assessment 1

Duly authorised to execute this form for and on behalf of the Auckland Council Building Consent Authority



View Instrument Details

Instrument No 12818404.2
Status Registered
Date & Time Lodged 19 February 2024 14:51
Lodged By Delzoppo, Kylie-Grace
Instrument Type Easement Instrument



| | |
|----------------------------------|----------------------|
| Affected Records of Title | Land District |
| NA90A/610 | North Auckland |

Annexure Schedule Contains 6 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- Caveat 12878955.1 is being withdrawn or removed or an application to lapse will be made, in a prior dealing or in same dealing
- I certify that the Encumbrancee under Encumbrance 9210599.2 has consented to this transaction and I hold that consent

Signature

Signed by Alastair James Pettitt as Grantor Representative on 22/01/2024 12:19 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 Briar Louise Shaw as Grantee Representative on 19/02/2024 11:59 AM

*** End of Report ***

Easement Instrument to Grant Easement
Section 109 Land Transfer Act 2017

Grantor

UNIVERSITY OF AUCKLAND

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 592136 (Note: Area A is subject to height limit – refer plan graphic for details) | Lot 1 DP 151178 (RT NA90A/610) | In Gross |
| | B on DP 592136 (Note: Area B is subject to height limit – refer plan graphic for details) | Lot 1 DP 151178 (RT NA90A/610) | |

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 checked="" type="checkbox"/> | The Accommodation is owned by the Network Operator <input 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); 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.

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.