



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




R. W. Muir
Registrar-General
of Land

Identifier **151786**
Land Registration District **North Auckland**
Date Issued 12 March 2007

Prior References

NA1109/260 NA76D/978

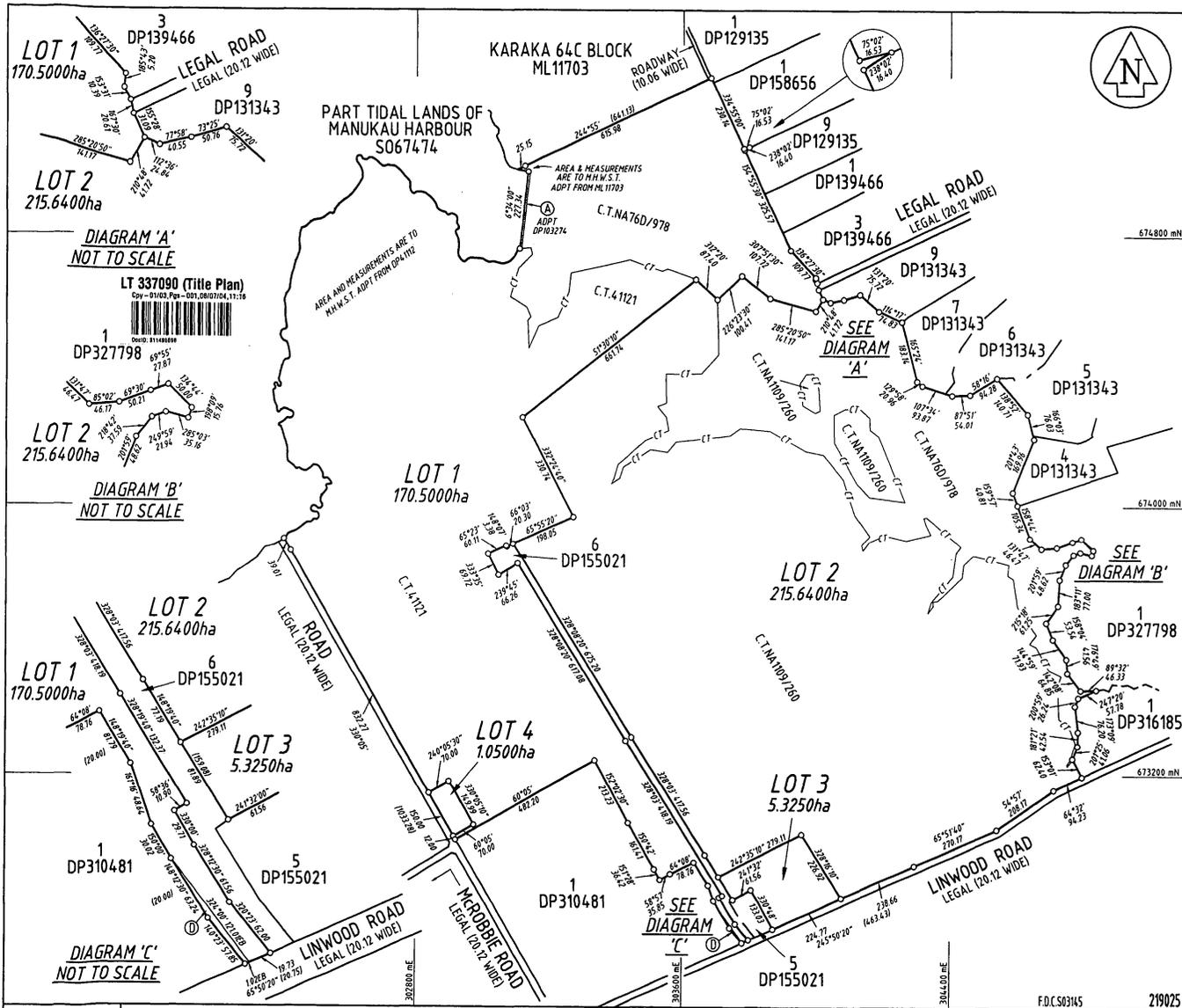
Estate Fee Simple
Area 215.6400 hectares more or less
Legal Description Lot 2 Deposited Plan 337090

Registered Owners

Karaka Centre Limited

Interests

Land Covenant in Easement Instrument 8082846.1 - 24.2.2009 at 9:00 am
Land Covenant in Easement Instrument 8902021.1 - 17.11.2011 at 10:37 am
9549650.4 Mortgage to ANZ Bank New Zealand Limited - 25.10.2013 at 4:40 pm



Approvals REGISTERED OWNERS
[Signature]
 YATES RECLAMATIONS LIMITED
 C.T. NA76D/978

[Signature]
 HERITAGE FARM LIMITED
 C.T.41121

[Signature]
 D.R. YATES FARMS LIMITED
 C.T. NA109/260

I HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE FRANKLIN DISTRICT COUNCIL PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991 ON THE ... DAY OF ... 2004.

[Signature]
 AUTHORIZED OFFICER

PURPOSE	SERVIENT TENEMENT	SHOWN	DOCUMENT
RIGHT TO CONVEY ELECTRICITY	LOT 1	Ⓛ	EI5451157.3

EXISTING CONSERVATION COVENANT		
DESCRIPTION	SHOWN	DOCUMENT
PART LOT 1 HERON	Ⓐ	8560296.4

CLASS OF SURVEY
 LOT 4 = CLASS II
 LOTS 1 - 3 = CLASS III

NEW C's T ALLOCATED

LOT 1 ... C.T.151785 ... LOT 2 ... C.T.151786 ...
 LOT 3 ... C.T.151787 ... LOT 4 ... C.T.151788 ...

Total Area 392.5150ha

Comprised in C.T. NA76D/978 (ALL)
 C.T. NA109/260 (ALL), C.T.41121 (ALL)

[Signature] BRIAN THOMAS DALY OF PUNEKOE
 being a person entitled to practise as a licensed cadastral surveyor, certify that -
 (a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2;
 (b) This dataset is accurate, and has been created in accordance with that Act and those Rules

Signature *[Signature]* Date 4th July 2004

NORTH AUCKLAND LAND DISTRICT

LOTS 1 - 4 BEING A SUBDIVISION OF PT LOT 1 DP103274, KARAKA 64E BLOCK, LOTS 10 & 11 DP131343, LOTS 4 - 6 DP4112 AND LOT 2 DP310481

TERRITORIAL AUTHORITY FRANKLIN DISTRICT COUNCIL

Surveyed by THE SURVEYING COMPANY

Scale 1:8000 Date NOVEMBER 2003

Approval as to Survey by Land Information New Zealand on 09/7/2004

Deposited by Land Information New Zealand on 12/13/2004

File Received 06 JUL 2004 Instructions DP337090

Approved AKLH 91/06



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R. W. Muir
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of Land

Identifier **468657**
Land Registration District **North Auckland**
Date Issued 29 February 2012

Prior References
451209

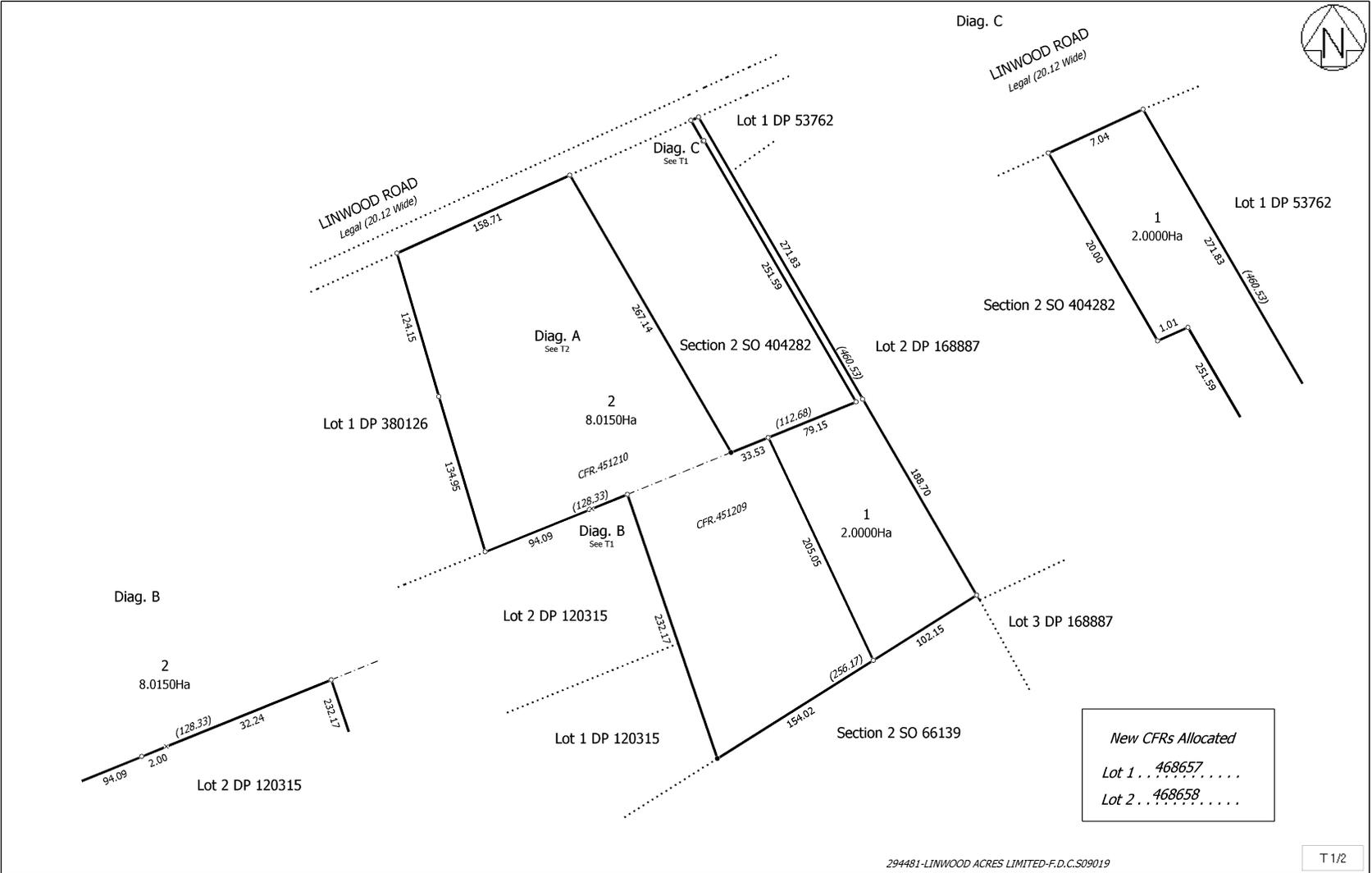
Estate Fee Simple
Area 2.0000 hectares more or less
Legal Description Lot 1 Deposited Plan 417814

Registered Owners
Kingseat Village Limited

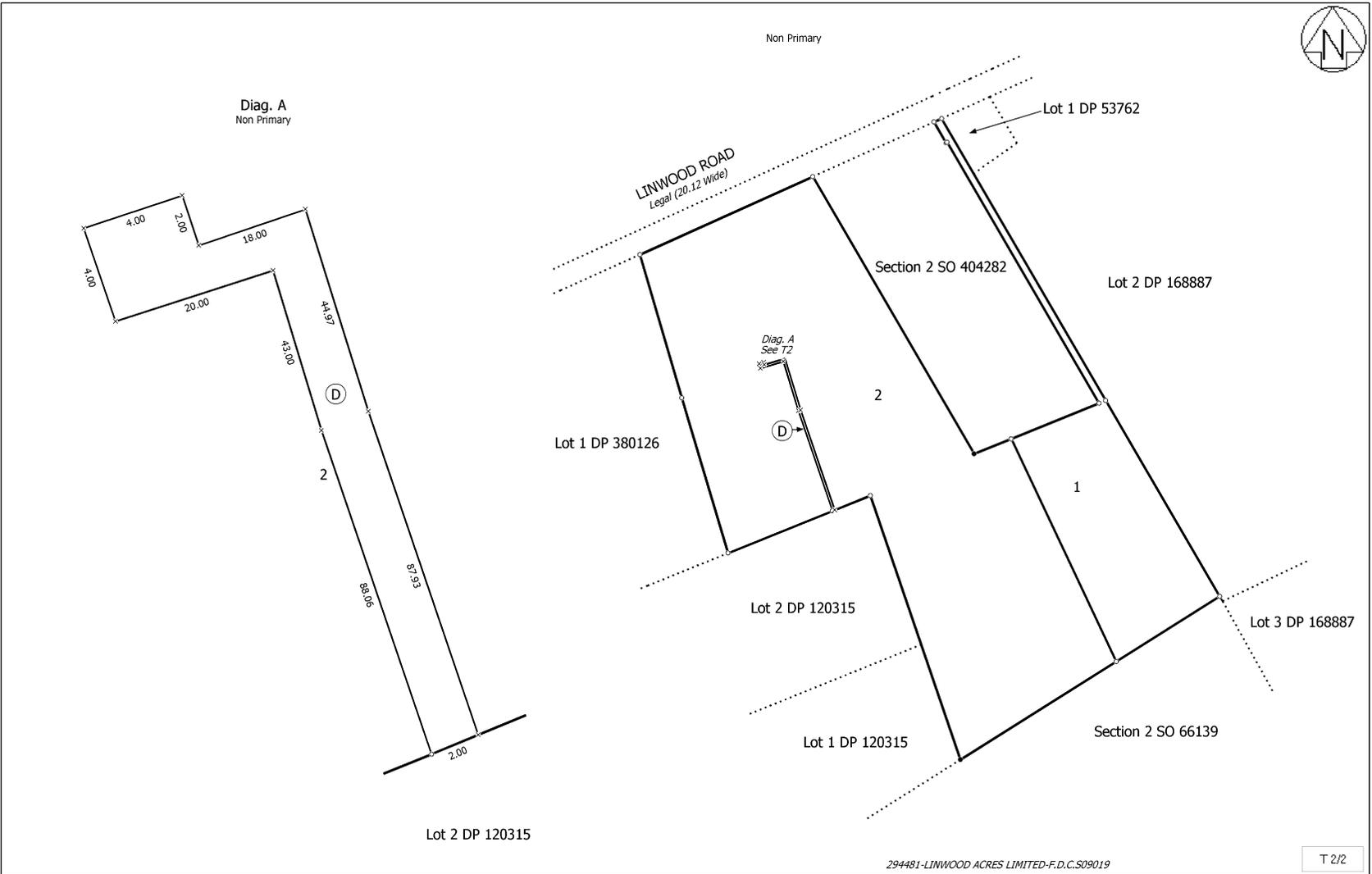
Interests

Appurtenant to part formerly Lot 1 DP 413639 is a water supply right specified in Easement Certificate B422360.2 - 7.6.1985 at 2.30 pm

Appurtenant to part formerly Lot 1 DP 413639 is a water supply easement created by Easement Instrument 7274834.5 - 14.3.2007 at 9:00 am



Land District North Auckland Digitally Generated Plan Generated on: 16/03/2012 1:09pm Page 3 of 4	Lots 1 and 2 Being a Subdivision of Lots 1 and 3 DP 413639 and Lot 2 DP 109340	294481-LINWOOD ACRES LIMITED-F.D.C.S09019 Surveyor: Craig Ashley Forrester Firm: The Surveying Company Ltd (Pukekohe)	Digital Title Plan DP 417814 Deposited on: 29/02/2012
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Land District North Auckland Digitally Generated Plan Generated on: 16/03/2012 1:09pm Page 4 of 4	Lots 1 and 2 Being a Subdivision of Lots 1 and 3 DP 413639 and Lot 2 DP 109340	294481-LINWOOD ACRES LIMITED-F.D.C.S09019 Surveyor: Craig Ashley Forrester Firm: The Surveying Company Ltd (Pukekohe)	Digital Title Plan DP 417814 Deposited on: 29/02/2012
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**RECORD OF TITLE
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R. W. Muir
Registrar-General
of Land

Identifier 550213
Land Registration District North Auckland
Date Issued 04 October 2011

Prior References
151787

Estate Fee Simple
Area 5.2430 hectares more or less
Legal Description Lot 2 Deposited Plan 441714

Registered Owners
Karaka Centre Limited

Interests

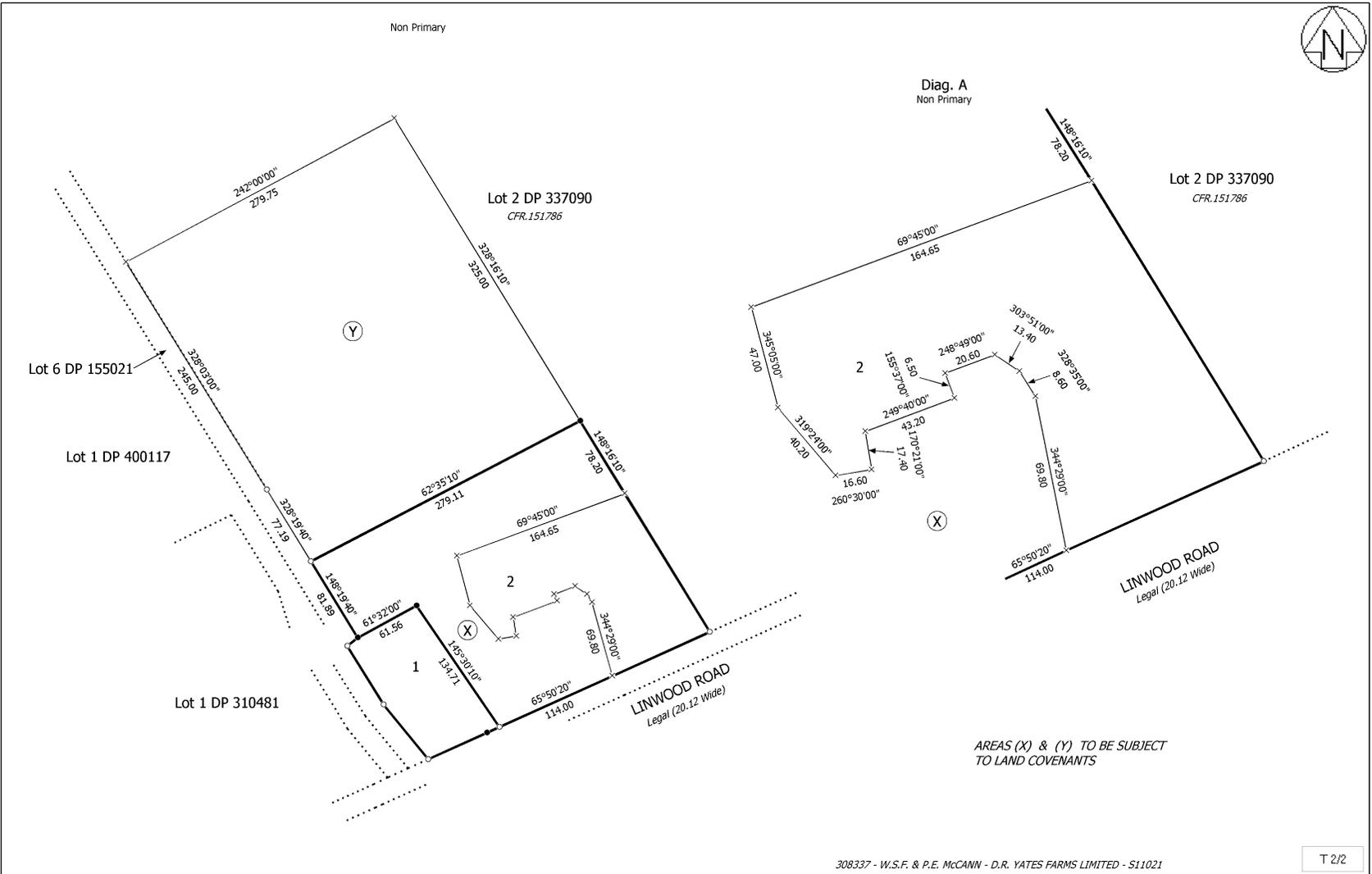
Land Covenant in Easement Instrument 8902021.1 - 17.11.2011 at 10:37 am
9549650.5 Mortgage to ANZ Bank New Zealand Limited - 25.10.2013 at 4:40 pm



308337 - W.S.F. & P.E. McCANN - D.R. YATES FARMS LIMITED - S11021

T 1/2

Land District North Auckland Digitally Generated Plan Generated on: 18/10/2011 2:13pm Page 2 of 3	LOTS 1 AND 2 BEING A SUBDIVISION OF LOT 5 DP 155021 AND LOT 3 DP 337090 AND COVENANT OVER LOT 2 DP 337090	Surveyor: Craig Ashley Forrester Firm: The Surveying Company Ltd (Pukekohe)	Title Plan DP 441714 Deposited on: 4/10/2011
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Land District North Auckland

Digitally Generated Plan
Generated on: 18/10/2011 2:13pm Page 3 of 3

LOTS 1 AND 2 BEING A SUBDIVISION OF LOT 5 DP 155021 AND LOT 3 DP 337090 AND COVENANT OVER LOT 2 DP 337090

Surveyor: Craig Ashley Forrester
Firm: The Surveying Company Ltd (Pukekohe)

Title Plan
DP 441714
Deposited on: 4/10/2011



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R.W. Muir
Registrar-General
of Land

Identifier **744109**
Land Registration District **North Auckland**
Date Issued 14 December 2016

Prior References

399118 NA92C/598

Estate Fee Simple
Area 13.9100 hectares more or less
Legal Description Lot 1 Deposited Plan 500236

Registered Owners

Karaka Lakeview Limited

Interests

Subject to a right to convey electricity over part marked D on DP 500236 created by Easement Instrument 5451157.3 - 3.1.2003 at 9:00 am

Appurtenant to part formerly Lot 2 DP 310481 is a right to convey electricity created by Easement Instrument 5451157.3 - 3.1.2003 at 9:00 am

The easements created by Easement Instrument 5451157.3 are subject to Section 243 (a) Resource Management Act 1991 7972294.9 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 2.12.2008 at 3:26 pm (affects part formerly Lot 1 DP 400117)

Land Covenant in Easement Instrument 7992056.1 - 12.12.2008 at 12:35 pm (affects part formerly Lot 1 DP 400117)

Land Covenant in Easement Instrument 7992056.2 - 12.12.2008 at 12:35 pm (affects part formerly Lot 1 DP 400117)

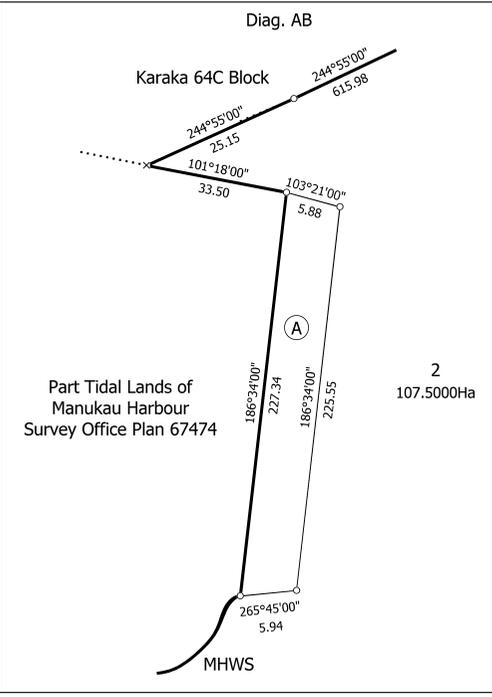
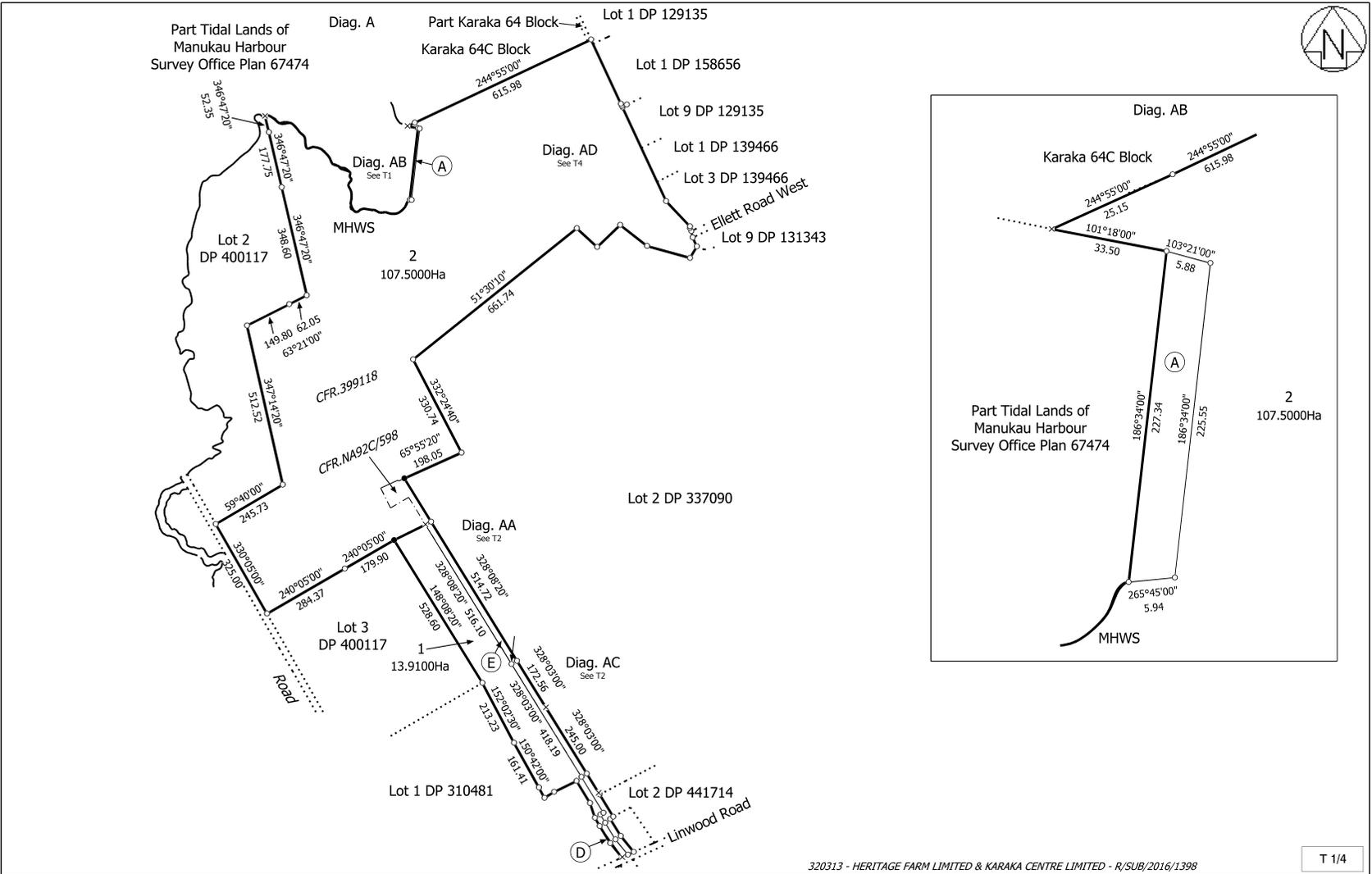
Land Covenant in Easement Instrument 8082846.1 - 24.2.2009 at 9:00 am (affects part formerly Lot 1 DP 400117)

Subject to a right of way, right to convey electricity, telecommunications and computer media over part marked E on DP 500236 created by Easement Instrument 10616311.10 - 14.12.2016 at 10:36 am

The easements created by Easement Instrument 10616311.10 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way, right to convey electricity and telecommunications over part marked E and F on FP 537875 created by Easement Instrument 11485272.3 - 22.10.2019 at 10:06 am

The easements created by Easement Instrument 11485272.3 are subject to Section 243 (a) Resource Management Act 1991



Land District: North Auckland	Lots 1 & 2 being a subdivision of Lot 6 DP 155021 and Lot 1 DP 400117	Surveyor: Todd Adam Shuker	Title Plan LT 500236
Digitally Generated Plan Generated on: 01/11/2016 11:35am Page 3 of 6		Firm: The Surveying Company Ltd (Pukek)	Approved on: 1/11/2016

320313 - HERITAGE FARM LIMITED & KARAKA CENTRE LIMITED - R/SUB/2016/1398

T 1/4



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R. W. Muir
Registrar-General
of Land

Identifier **895783**
Land Registration District **North Auckland**
Date Issued 22 October 2019

Prior References
399120

Estate Fee Simple
Area 31.3840 hectares more or less
Legal Description Lot 1 Deposited Plan 537875

Registered Owners
Kingseat Village Limited

Interests

Subject to a right to convey electricity over part marked A, B & C on DP 537875 created by Easement Instrument 5451157.3 - 3.1.2003 at 9:00 am

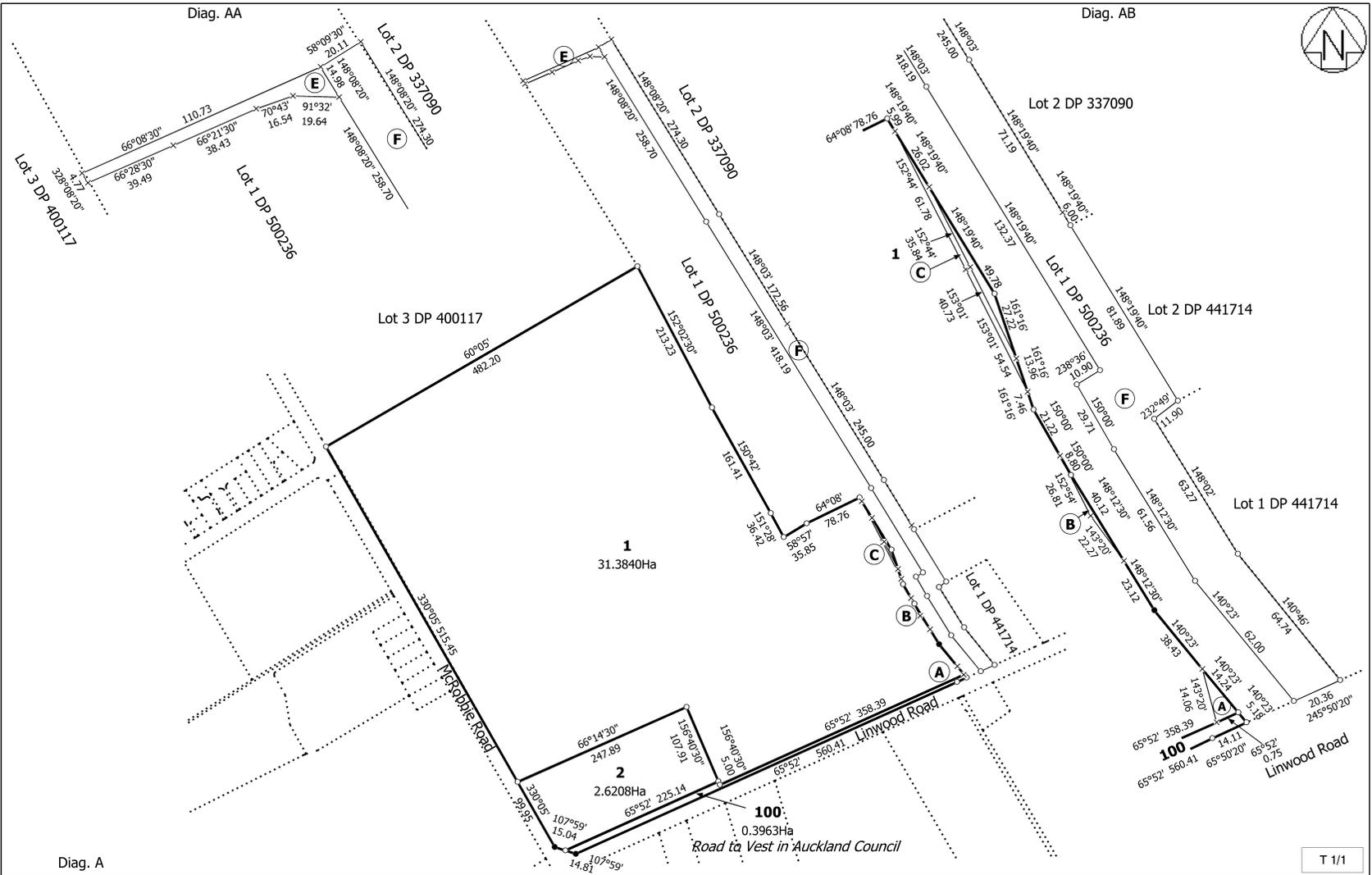
Appurtenant hereto is a right to convey electricity created by Easement Instrument 5451157.3 - 3.1.2003 at 9:00 am

The easements created by Easement Instrument 5451157.3 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 7992056.1 - 12.12.2008 at 12:35 pm (limited as to duration)

Land Covenant in Easement Instrument 7992056.2 - 12.12.2008 at 12:35 pm (limited as to duration)

11485272.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 22.10.2019 at 10:06 am



T 1/1

Land District: North Auckland	Lots 1, 2 and 100 Being a Subdivision of Lot 1 DP 310481 and Easements over Lot 1 DP 500236	Surveyor: Steven Robert Mills	Title Plan DP 537875
Digitally Generated Plan Generated on: 19/02/2020 11:17am Page 3 of 3		Firm: Harrison Grierson Consultants Ltd	Deposited on: 22/10/2019



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R. W. Muir
Registrar-General
of Land

Identifier **895784**
Land Registration District **North Auckland**
Date Issued 22 October 2019

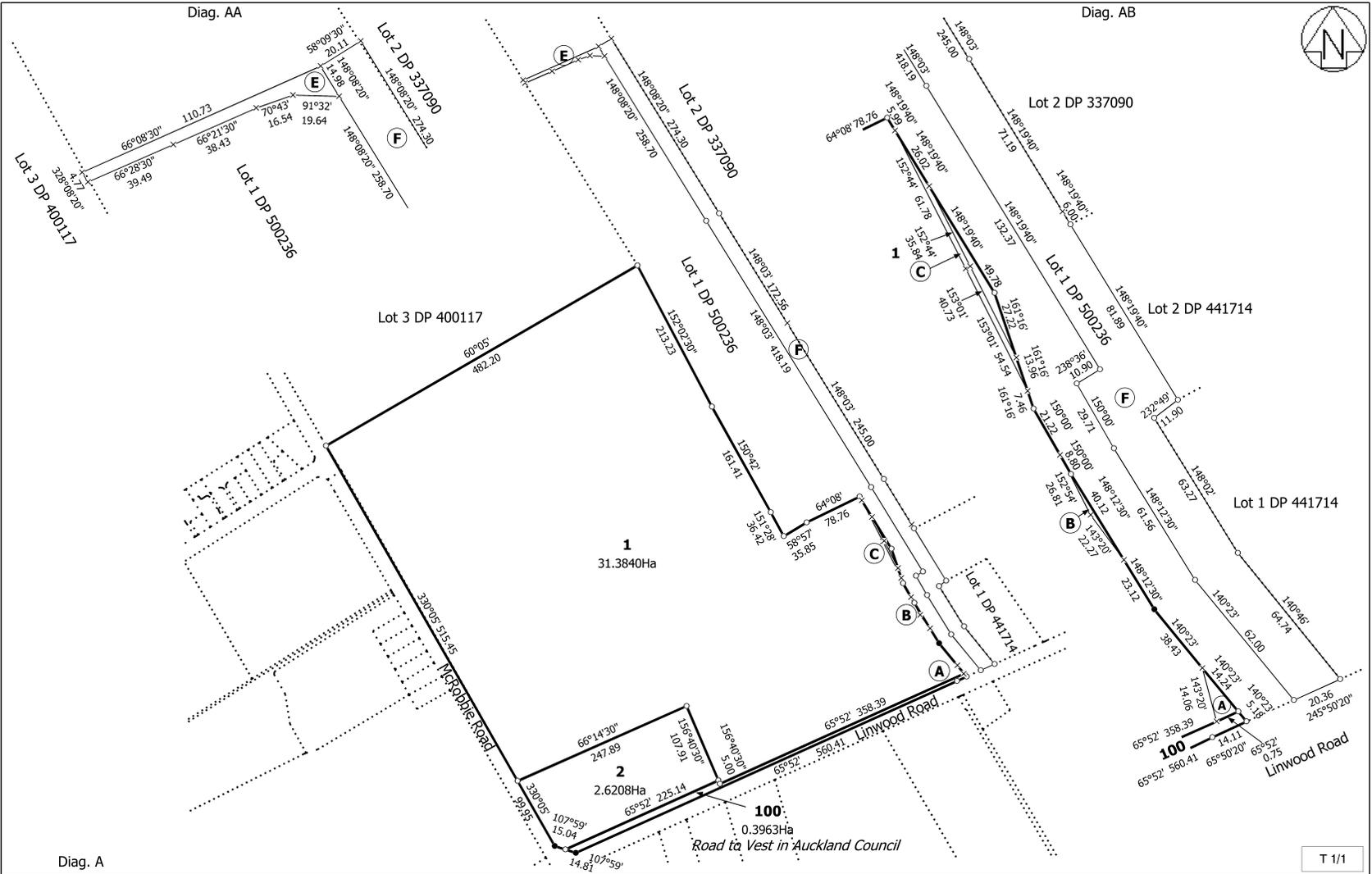
Prior References
399120

Estate Fee Simple
Area 2.6208 hectares more or less
Legal Description Lot 2 Deposited Plan 537875

Registered Owners
Kingseat Village Limited

Interests

Appurtenant hereto is a right to convey electricity created by Easement Instrument 5451157.3 - 3.1.2003 at 9:00 am
The easements created by Easement Instrument 5451157.3 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Easement Instrument 7992056.1 - 12.12.2008 at 12:35 pm (limited as to duration)
Land Covenant in Easement Instrument 7992056.2 - 12.12.2008 at 12:35 pm (limited as to duration)
11485272.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 22.10.2019 at 10:06 am



T 1/1

Land District: North Auckland	Lots 1, 2 and 100 Being a Subdivision of Lot 1 DP 310481 and Easements over Lot 1 DP 500236	Surveyor: Steven Robert Mills	Title Plan DP 537875
Digitally Generated Plan Generated on: 19/02/2020 11:17am Page 3 of 3		Firm: Harrison Grierson Consultants Ltd	Deposited on: 22/10/2019



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UNDER LAND TRANSFER ACT 2017
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R. W. Muir
Registrar-General
of Land

Identifier **895785**
Land Registration District **North Auckland**
Date Issued 22 October 2019

Prior References
399120

Estate Fee Simple
Area 25.0000 hectares more or less
Legal Description Lot 3 Deposited Plan 400117

Registered Owners
Kingseat Village Limited

Interests

Land Covenant in Easement Instrument 7992056.1 - 12.12.2008 at 12:35 pm (limited as to duration)

Land Covenant in Easement Instrument 7992056.2 - 12.12.2008 at 12:35 pm (limited as to duration)

Appurtenant hereto is a right of way, right to convey electricity and telecommunications created by Easement Instrument 11485272.3 - 22.10.2019 at 10:06 am

The easements created by Easement Instrument 11485272.3 are subject to Section 243 (a) Resource Management Act 1991



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

Identifier 998294
Land Registration District North Auckland
Date Issued 23 April 2021

Prior References
468658

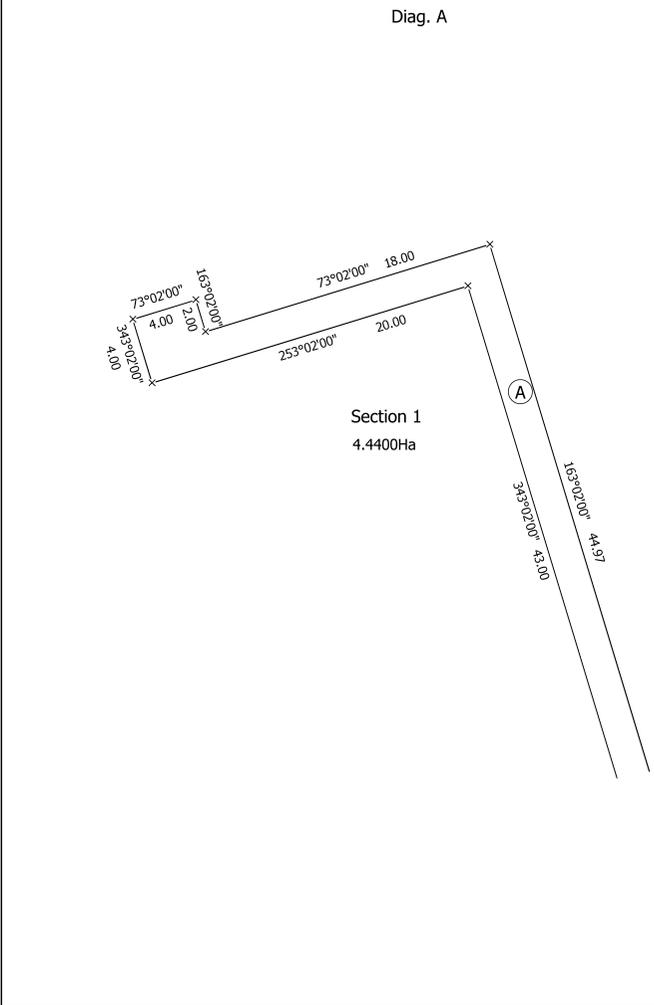
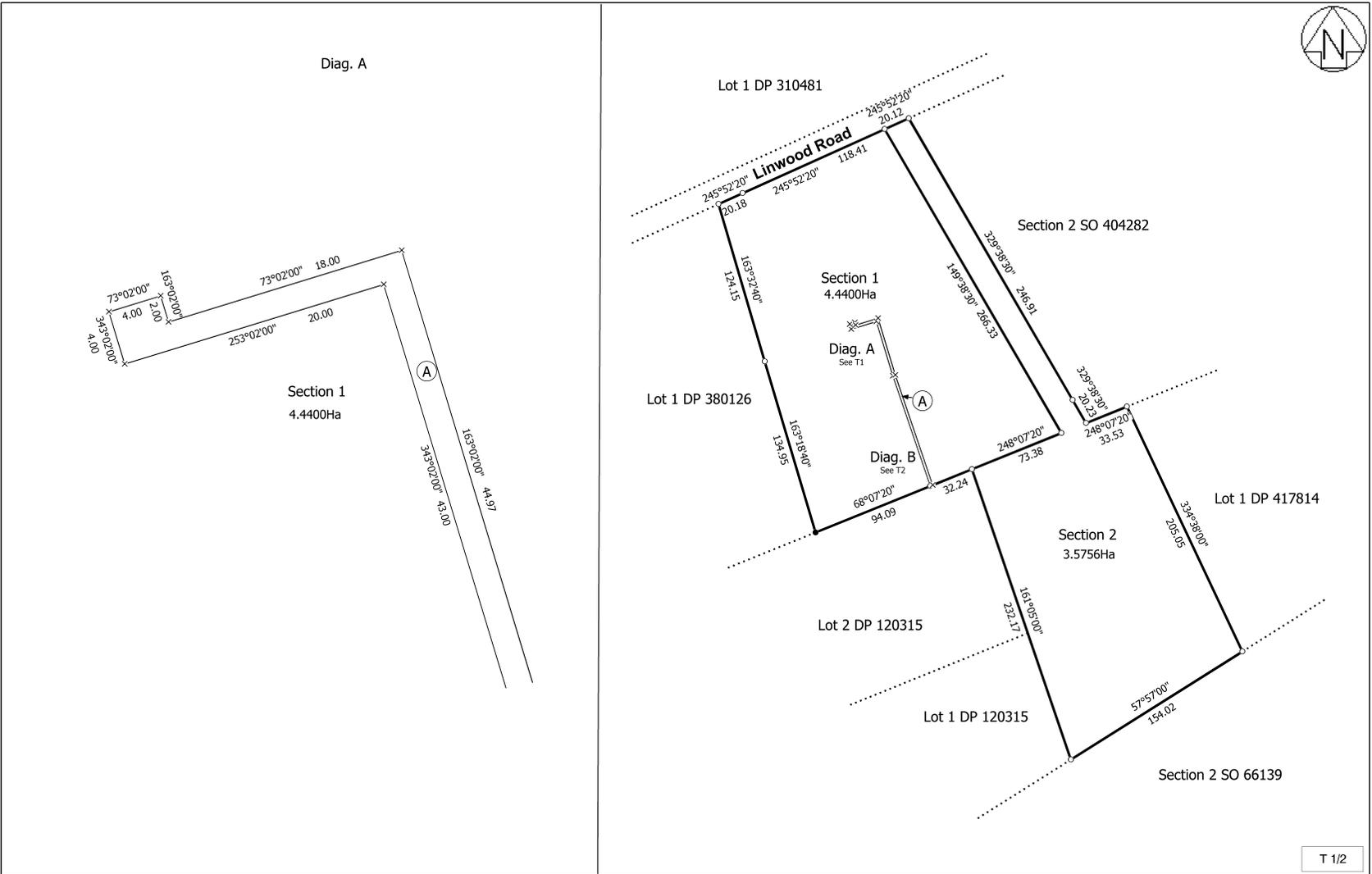
Estate Fee Simple
Area 3.5756 hectares more or less
Legal Description Section 2 Survey Office Plan 544696

Registered Owners
Kingseat Village Limited

Interests

Appurtenant to part formerly Lot 3 DP 413639 is a water supply right specified in Easement Certificate B422360.2 - 7.6.1985 at 2:30 pm

Appurtenant to part formerly Lot 3 DP 413639 is a water supply easement created by Easement Instrument 7274834.5 - 14.3.2007 at 9:00 am



Land District: North Auckland	Sections 1 & 2	Surveyor: Matthew Keith Adams	Title Plan SO 544696 Approved on: 21/01/2020
Digitally Generated Plan Generated on: 21/01/2020 09:14am Page 3 of 4		Firm: Envivo Limited	

T 1/2

Appellation			Landowner Name(s)	Area (hectares)	Interest	Comment
956	Linwood Road, Kingseat		Karaka Centre Limited	215.6552 Ha	Land Covenant in Easement Instrument 8082846.1 Land Covenant in Easement Instrument 8902021.1	Covenant relating to the ongoing use and maintenance of the dam. This will be accounted for within the detailed design. Covenant not allowing any buildings to be erected or plants to be planted within Area A and B to preserve views. The masterplan does not show any buildings or planting within this area.
996	Linwood Road, Kingseat		Karaka Centre Limited	5.2427 Ha	Land Covenant in Easement Instrument 8902021.1	Covenant not allowing any buildings to be erected or plants to be planted within Area A and B to preserve views. This will be accounted for within the detailed design. The masterplan does not show any buildings or planting within this area.
1012	Linwood Road, Kingseat, Auckland		Karaka Limited	Lakeview 13.9031 Ha	Subject to a right to convey electricity over part marked D on DP 500236 created by Easement Instrument 5451157.3 Appurtenant to part formerly Lot 2 DP 310481 is a right to convey electricity created by Easement Instrument 5451157.3 7972294.9 Consent Notice pursuant to Section 221 Resource Management Act 1991 Land Covenant in Easement Instrument 7992056.1 Land Covenant in Easement Instrument 7992056.2 Land Covenant in Easement Instrument 8082846.1	Registered interests include right to convey electricity shown as diagram D on title plan. This will be accounted for within the detailed design. There is a consent notice that the consent is subject to archeological covenants that must be complied with on an ongoing basis. This will be accounted for within the substantive application if successfully referred.

			<p>Subject to a right of way, right to convey electricity, telecommunications and computer media over part marked E on DP 500236 created by Easement Instrument 10616311.10</p> <p>Subject to a right of way, right to convey electricity and telecommunications over part marked E and F on FP 537875 created by Easement Instrument 11485272.3</p>	<p>No objections covenant – restricting the ability to make a submission objecting to a resource consent or plan change relating to the use, amalgamation, subdivision or development of the dominant tenement for use as lifestyle blocks or residential lots.</p> <p>Covenant relating to the ongoing use and maintenance of the dam. This will be accounted for within the detailed design.</p> <p>Registered interests include right to convey electricity, telecommunications and media as diagram E on title plan.. Right of way for use of a milk tanker to Linwood Road. Surrender clause applies if alternative access provided. This will be accounted for within the detailed design</p>
1016A Linwood Road, Kingseat, Auckland Lot 1 Deposited Plan 537875	Kingseat Village Limited	31.3327 Ha	<p>Subject to a right to convey electricity over part marked A, B & C on DP 537875 created by Easement Instrument 5451157.3</p> <p>Appurtenant hereto is a right to convey electricity created by Easement Instrument 5451157.3</p> <p>Land Covenant in Easement Instrument 7992056.1</p> <p>Land Covenant in Easement Instrument 7992056.2</p> <p>11485272.2 Consent Notice pursuant to Section 221 Resource Management Act 1991</p>	<p>Registered interests include right to convey electricity shown as diagram A, B and C on title plan. This will be accounted for within the detailed design.</p> <p>No objections covenant – restricting the ability to make a submission objecting to a resource consent or plan change relating to the use, amalgamation, subdivision or development of the dominant tenement for use as lifestyle blocks or residential lots.</p>

					Consent notice requiring new development on the site to be accompanied by a roading plan. Required road works must be undertaken concurrent with the development, completed or enabled in future by way of agreement with Council. This will be accounted for within the substantive application if successfully referred.
1016b Linwood Road, Kingseat, Auckland Lot 3 Deposited Plan 400117	Kingseat Limited	Village	24.9903 Ha	Land Covenant in Easement Instrument 7992056.1 Land Covenant in Easement Instrument 7992056.2 Appurtenant hereto is a right of way, right to convey electricity and telecommunications created by Easement Instrument 11485272.3	No objections covenant – restricting the ability to make a submission objecting to a resource consent or plan change relating to the use, amalgamation, subdivision or development of the dominant tenement for use as lifestyle blocks or residential lots. Right of way to Linwood Road. Surrender clause applies if alternative access provided. This will be accounted for within the detailed design.
1023 Linwood Road, Kingseat Lot 1 Deposited Plan 417814	Kingseat Limited	Village	1.9921ha	Appurtenant to part formerly Lot 1 DP 413639 is a water supply right specified in Easement Certificate B422360.2 Appurtenant to part formerly Lot 1 DP 413639 is a water supply easement created by Easement Instrument 7274834.5	Registered interests include water supply rights shown as diagram A and c on title plan. This will be accounted for within the detailed design.
1030 Linwood Road, Kingseat, Auckland	Kingseat Limited	Village	2.6205 Ha	Appurtenant hereto is a right to convey electricity created by Easement Instrument 5451157.3	Registered interests include right to convey electricity shown as diagram

<p>Lot 2 Deposited Plan 537875</p>			<p>Land Covenant in Easement Instrument 7992056.1 Land Covenant in Easement Instrument 7992056.2 11485272.2 Consent Notice pursuant to Section 221 Resource Management Act 1991</p>	<p>A, B, C and D on title plan. This will be accounted for within the detailed design.</p> <p>No objections covenant – restricting the ability to make a submission objecting to a resource consent or plan change relating to the use, amalgamation, subdivision or development of the dominant tenement for use as lifestyle blocks or residential lots.</p> <p>Consent notice requiring new development on the site to be accompanied by a roading plan. Required road works must be undertaken concurrent with the development, completed or enabled in future by way of agreement with Council. This will be accounted for within the substantive application if successfully referred.</p>
<p>1039 Linwood Road, Kingseat, Auckland SECT 2 SO 544696</p>	<p>Kingseat Village Limited</p>	<p>3.5751 Ha</p>	<p>Appurtenant to part formerly Lot 3 DP 413639 is a water supply right specified in Easement Certificate B422360.2</p> <p>Appurtenant to part formerly Lot 3 DP 413639 is a water supply easement created by Easement Instrument 7274834.5</p>	<p>Registered interests include water supply rights shown as diagram A and c on title plan. This will be accounted for within the detailed design.</p>

Approved by Registrar-General of Land under No. 2007/6225

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

Sections 90A and 90F, Land Transfer Act 1952

EI 8082846.1 Easement I

Cpy - 01/04, Pgs - 010, 24/02/09, 07:42

Land registration district

North Auckland



Grantor

Surname(s) must be underlined or in CAPITALS.

HERITAGE FARM LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

D R YATES FARMS LIMITED

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

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 29th day of November 20 08.

Attestation

<p>David Yates Director</p> <p>Cathy Yates Director</p>	Signed in my presence by the Grantor
	<p>_____ Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
Signature [common seal] of Grantor	

<p>David R. Yates DIRECTOR</p> <p>Patricia M. Yates Director</p>	Signed in my presence by the Grantee
	<p>_____ Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
Signature [common seal] of Grantee	

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

[Signature]

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

IF EI 60



Easement instrument

Dated

29 November

2008

Page

2

of

4

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land covenant	"A" on DP 400117	399118	151786

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

The implied rights and powers are **[varied] [negated] [added to] or [substituted]** by:

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

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
 Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

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

~~[Annexure Schedule 2].~~

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

[Handwritten signature]

Annexure Schedule

Insert type of instrument

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

Land Covenant

Dated

29 November 2008

2008

Page

3

of

4

pages

(Continue in additional Annexure Schedule, if required.)

Background

- A. Yates Reclamations Limited was the registered proprietor of the land formerly in certificate of title No. NA76D/978 which included the area lettered A on Deposited Plan 400117 ("the Covenant Area").
- B. Yates Reclamations Limited subdivided that land and transferred the part now in certificate of title No. 399118 to the grantor and the part now in certificate of title No. 151786 to the grantee.
- C. The benefit of the embankment and associated tide gate (together "the dam") constructed generally along the Covenant Area and the obligations associated with the dam are shared between the grantor and the grantee but the Covenant Area is now wholly contained within the land of the grantor ("the servient tenement").
- D. The grantor and grantee have agreed to enter into this land covenant to record the shared benefits and obligations associated with the dam and the Covenant Area.

Covenants and conditions

Shared Maintenance

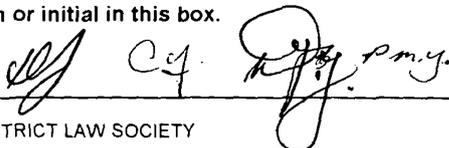
1. Notwithstanding the obligation imposed by deed of conservation covenant registered under No. B560296.4 on the grantor to maintain, repair and keep the dam in a sound and operative condition to the satisfaction of the Franklin District Council, the grantor and the grantee agree that:
 - (a) they will mutually fulfil those obligations and any other obligations under the deed of conservation covenant;
 - (b) they will bear equally between them the cost of maintaining, repairing and keeping the dam in a sound and operative condition as aforesaid and of fulfilling any other obligations under the deed of conservation covenant.

Rights of entry

2. For the purpose of performing any obligation or in the exercise of any rights conferred under this land covenant, the grantee may:
 - (a) Enter upon the servient tenement by a reasonable route with or without workers, materials and specialist services and with all necessary tools, vehicles, and equipment; and
 - (b) Remain on the servient tenement for a reasonable time for the sole purpose of completing the necessary work; and
 - (c) Leave any vehicles or equipment on the servient tenement for a reasonable time if work is proceeding.
3. The grantee must ensure that as little damage or disturbance as possible is caused to the servient tenement or to the grantor.
4. The grantee must ensure that all work is performed in a proper and workmanlike manner.
5. The grantee must ensure that all work is completed promptly.

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.

Tales
Special Clauses
July 2006



Annexure Schedule

Insert type of instrument

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

Land Covenant

Dated

29 November

2008

Page

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of

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pages

(Continue in additional Annexure Schedule, if required.)

6. The grantee must immediately make good any damage done to the servient tenement by restoring the surface of the land as nearly as possible to its former condition.
7. The grantee must compensate the grantor for all damages caused by the work to any crop (whether ready for harvest or not) or to any buildings, erections, or fences on the servient tenement.
8. The grantor must not do and must not allow to be done on the servient tenement anything that may interfere with or restrict the rights of the grantee or interfere with the efficient operation of the dam.

Acts of one party

9. The grantor or grantee must promptly carry out at that party's sole cost any repair and maintenance to the dam that is attributable solely to an act or omission by that party.
10. However if the repair and maintenance is only partly attributable to an act or omission by the grantor or grantee:
 - (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
 - (b) the balance of those costs is shared equally.

Default

11. If the grantor or the grantee does not meet the obligations implied or specified in this land covenant the party not in default may meet the obligations and may recover from the party in default its share of the costs of meeting the obligations.

Surrender

12. The grantee will deliver to the grantor a registrable surrender of the land covenant created by this instrument upon registration of an easement granting, as appurtenant to the dominant tenement, a right of way by a reasonably practicable route over the servient tenement for the purpose of gaining access to the dam to carry out the maintenance, repair and other obligations expressed in this instrument.

Disputes

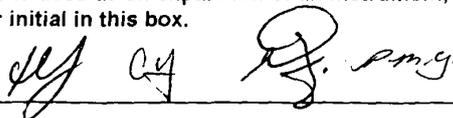
13. If a dispute in relation to this land covenant arises between the grantor and the grantee:
 - (a) The party initiating the dispute must provide full written particulars of the dispute to the other party; and
 - (b) The parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
 - (c) If the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the nominee of the President or a Vice-President of the New Zealand Law Society.

Definition

14. In this instrument, the expression "working day" has the meaning ascribed to that expression in Section 4 of the Property Law Act 2007.

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.

Valid
Special Clauses
July 2000



Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

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

Land Covenant - Easement Instrument

Page 1 of 3 pages

Consentor

Surname must be underlined

Capacity and Interest of Consentor

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

Westpac Banking Corporation	Mortgagee under Mortgage 7972294.10
-----------------------------	-------------------------------------

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

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

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section of the Act]

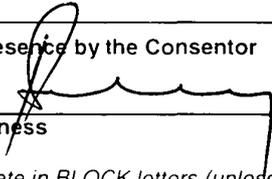
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to: registration of the within land covenant:

Grantor: Heritage Farm Limited
 Grantee: DR Yates Farms Limited
 Servient tenement: 399118
 Dominant tenement: 151786
 Covenant area: "A" on DP 400117

Dated this 18th day of February 2009.

Attestation

	Signed in my presence by the Consentor
	 Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Beverley Patricia Kelly Occupation BANK OFFICER Address WESTPAC CHRISTCHURCH
Signature of Consentor	

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

CERTIFICATE OF NON-REVOCAION OF POWER OF ATTORNEY

I, Lynda Maree Johnson , of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Lynda Maree Johnson

this 18 February 2009

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

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

Land Covenant - Easement Instrument

Page 2 of 3 pages

Consentor

Surname must be underlined

Capacity and Interest of Consentor

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

ASB Bank Limited	Mortgagee under Mortgage 7270806.13
------------------	-------------------------------------

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

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

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section of the Act]

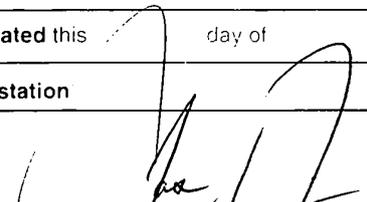
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to: registration of the within land covenant:

Grantor: Heritage Farm Limited
 Grantee: DR Yates Farms Limited
 Servient tenement: 399118
 Dominant tenement: 151786
 Covenant area: "A" on DP 400117

Dated this 30 day of DEC 2008 '20

Attestation

 SIGNED by ASB BANK LIMITED by its Attorney Jason Meihana Paranihi in the presence of: Witness: Bank Officer DEBBY HOLEY	Signed in my presence by the Consentor _____ Signature of Witness <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
	Signature of Consentor

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

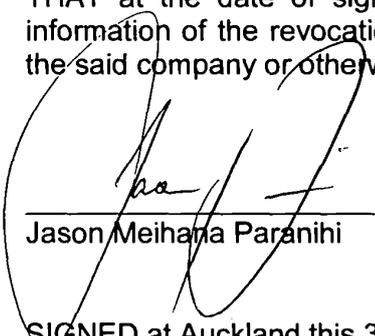
ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Jason Meihana Paranihi of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **29 April 2008** and deposited in the Land Information New Zealand office as **No. 7813922.1** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Lending Services
Manager Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Filing and Security Maintenance
Manager Loan Advancing
Chief Manager Lending Services
Senior Manager Debt Assessment and Recoveries
Manager Business Credit

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



Jason Meihana Paranihi

SIGNED at Auckland this 30 day of December 2008

Landonline UserID:

landinfonetha

LODGING FIRM:

Land Info Net Ltd - Hamilton

Address:

PO Box 9213 or DX GX10061

Hamilton

0508 534 251

Uplifting Box Number:

37

ASSOCIATED FIRM:

Client Code / Ref:

A75951 MPR-YAT 47663-7 - YATES

Other (State)

HERE WITH

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)

E1 8082846.1 Easement 1

Cpy - 03/04, Pgs - 010,24/02/09,07-42

Copies

(inc. original)

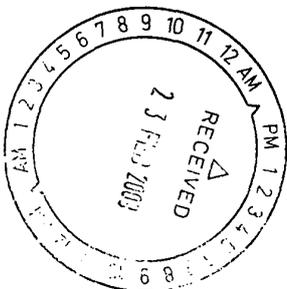
DocID: 511972894

Plan Number Pre-Allocated

or to be Deposited:

Rejected Dealing Number:

Priority Order	CT Ref	Type of Instrument	Name of Parties	DOCUMENTOR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION PRIORITY FEE	FEES & GST INCLUSIVE
1	399118 151786	EI	HERITAGE FARM LTD - DR YATES FARMS LTD	\$60.00							\$60.00



Fees Receipt and Tax Invoice

Land Information New Zealand lodgement Form

GST Registered Number 17-022-895

LINZ Form P005

Annotations (LINZ Use Only)

Original Signatures ?

rcs 0, pr 2

dw/lq

Subtotal (for this page)	\$0.00
Total for this dealing	\$60.00
Less Fees Paid on Dealing #	\$0.00
Please debit my landonline account for	\$60.00



View Instrument Details

Instrument No 8902021.1
Status Registered
Date & Time Lodged 17 November 2011 10:37
Lodged By Campbell, Helen Margaret
Instrument Type Easement Instrument



Affected Computer Registers	Land District
151786	North Auckland
550212	North Auckland
550213	North Auckland

Annexure Schedule: Contains 3 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- Mortgage C606885.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

Signature

Signed by Simon John Oldbury Jones as Grantor Representative on 16/11/2011 01:10 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 Simon John Oldbury Jones as Grantee Representative on 16/11/2011 01:11 PM

*** End of Report ***

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

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

D.R. Yates Farms Limited

Grantee

William Shaun Faris McCann and Philippa Elizabeth McCann

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

The **Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenant	A on DP 446004	550213 (Lot 2 DP 441714)	550212 (Lot 1 DP 441714)
Land covenant	B on DP 446004	151786 (Lot 2 DP 337090)	550212 (Lot 1 DP 441714)

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

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

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

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

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

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

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

~~[Annexure Schedule 2]~~

Annexure Schedule

Page of Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 2

1. The Grantor for itself and its successors in title covenants with the Grantee for the benefit of the Dominant Tenement as set out in the Schedule of Covenants.
2. The covenants shall bind the Servient Tenement and may be enforced by the registered proprietor for the time being of the Dominant Tenement provided that the Grantor for the time being will only be liable for any breach of covenant that occurs while the Grantor is the registered proprietor of the Servient Tenement.

SCHEDULE OF COVENANTS

- (a) The Grantor will not at any time erect, construct or permit to be erected or constructed, any building or structures whatsoever on that portion of the Servient Tenement marked A and B on Deposited Plan 446004;
- (b) The Grantor will not at any time plant or permit to be planted, any trees on that portion of the Servient Tenement marked A and B on Deposited Plan 446004 to the intent that the existing views enjoyed at the date of this Instrument by the Dominant Tenement shall be preserved.



EASEMENT CERTIFICATE

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

¶We DENNIS ROSS YATES and WILLIAM AUSTEN WALTERS as executors

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the _____ day of _____ under No. 310481 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE
DEPOSITED PLAN NO. 310481

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to convey electricity	Lot 1	A, B and C	Lot 2	41121 (Lot 2)
Right to convey electricity	Lot 2	D	Lot 1	41120 (Lot 1)

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

1. Rights and powers:

The rights and powers set out in Schedule 4 of the Land Transfer Regulations 2002 which are in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:
As set out in Schedule 4 of the Land Transfer Regulations 2002

Dated this 11th day of November 2002.

Signed by the above-named
DENNIS ROSS YATES and



WILLIAM AUSTEN WALTERS

in the presence of

Witness MPW Ward

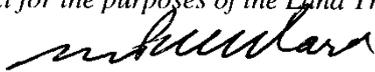
W.A. Walters

Occupation

Address

**M P W WARD
SOLICITOR
AUCKLAND**

Correct for the purposes of the Land Transfer Act 1952



(Solicitor for) the registered proprietor:

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

EASEMENT CERTIFICATE

Land Transfer Act 1952

Law Firm Acting
<div style="border: 1px dashed black; height: 100px;"></div>

Auckland District Law Society
REF: 4050

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

F 3 EC 28

View Instrument Details



Instrument No 7972294.9
Status Registered
Date & Time Lodged 02 December 2008 15:26
Lodged By McCarthy, Nancy Lyn
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers	Land District
399118	North Auckland
399119	North Auckland

Annexure Schedule: Contains 46 Pages.

Signature

Signed by Robert James Voulk as Territorial Authority Representative on 28/11/2008 04:26 PM

*** End of Report ***

RESULTS, CONTINUED

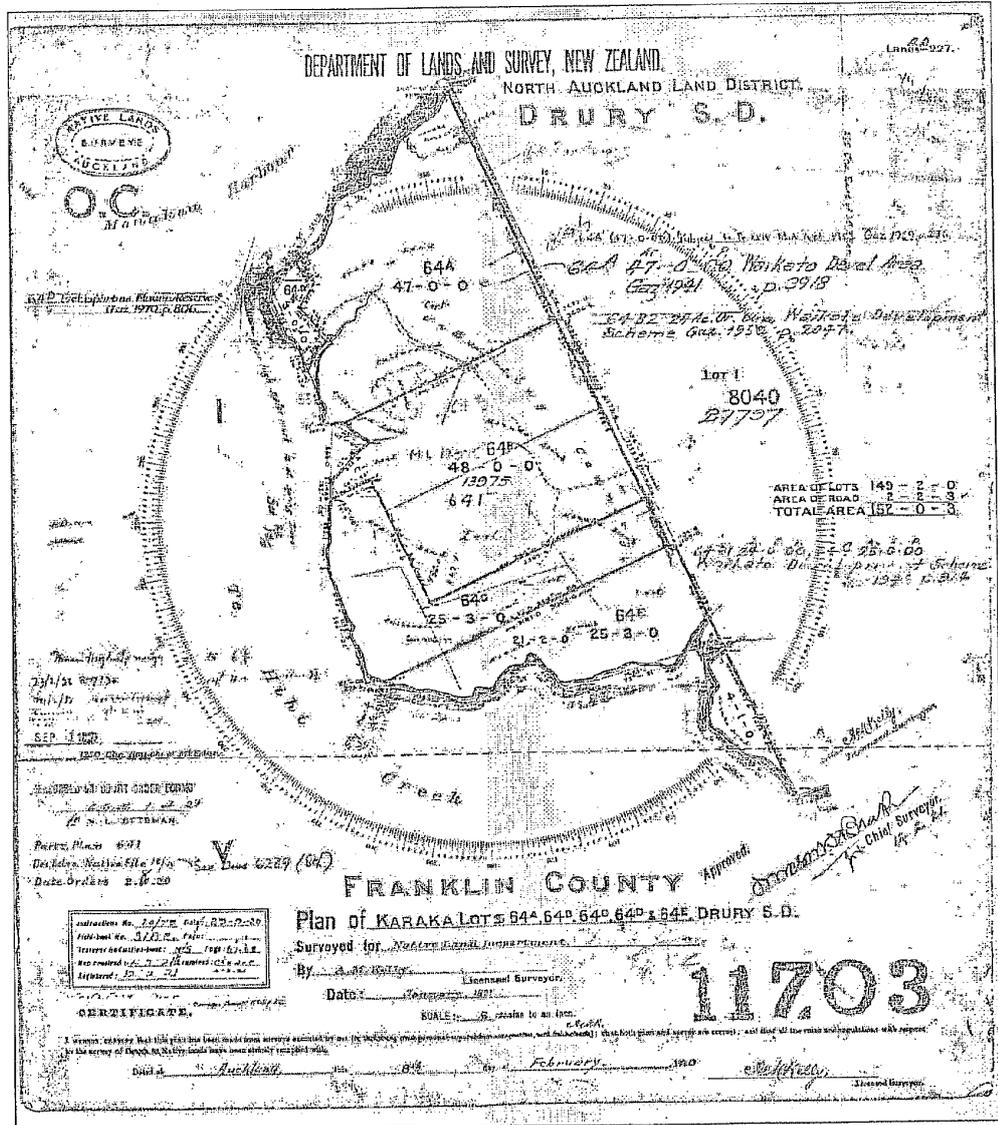


Figure 5. LINZ DP 11703 (1921)

Continued on next page

RESULTS, CONTINUED

Previous Archaeological Research

A search of the ARC's CHI indicated that no archaeological sites had previously been recorded on the property, and there was no evidence that the property had been archaeologically surveyed. Nearby, however, midden are recorded along the beachfront (and see Figure 1):

Along the coast between Clarke's beach and Seagrove Point are recorded thirteen midden. Cockles dominate the contents but mudsnail and scallops are also found. Sites N46-47/143-151² are very similar in their stratigraphic features and contents (Clarke 1983: 271).

The importance of the marine resources and their subsequent decline have been recorded in oral history:

Whatapaka marae is at the mouth of what is now called Clarks creek. Here kahawai, snapper, mullet, shark and stingray once abounded and the shellfish banks provided mussels, pipi, pupu and oysters. We were told of the plentiful supply that existed until comparatively recent times. ... It was said that there was virtually no shellfish to be obtained along the Poutawa bank now from Whatapaka to Clarks Beach (Finding of the Waitangi Tribunal on the Manukau Claim, 1985: 20).

The midden sites in this area would therefore be expected to reflect the wide range of marine resources available and it may even be possible to track the decline archaeologically.

Pa sites are found on the peninsula on the opposite side of Clarks Creek and further to the east around Karaka (Figure 1). These locations are suggestive of guarding of the inland waterways and other central gardening areas.

On the basis of sites previously recorded in the area, it appeared that midden sites would be the most likely type of archaeological feature to be found on the Yates Farm, with pa and other types of sites less probable. There are few good defendable areas on the Yates farm, although gardening may have been possible.

Continued on next page

² Imperial map numbers; Figure 1 shows metric map numbers.

RESULTS, CONTINUED

Field Survey

Kate Hill and Simon Bickler carried out two site visits. The first was on 23 March 2005 and involved a meeting with the owner of the property, Mr David Yates. Mr Yates provided an introduction to the family history of the property as well as guiding the archaeological survey to various areas of interest (see below). This initial survey included the area around the seawall and the block of land to the east of the seawall, as well as the coastal area around the north of the property. A follow-up visit was then conducted on 1 April 2005 to survey the remaining parts of the property proposed for development. The plot of land on the northern side of the seawall was also surveyed.

The original plan consisted of a number of proposed houses in the northern of the property with the remaining part of the block remaining a working farm. The new proposal (Figure 2) extends into parts of this farm but reduces the number of lots.

Seven new archaeological sites were located during the survey, and have been recorded under the NZ Archaeological Associated Site Recording Scheme. The sites are described in Table 1. Their locations are shown in Figure 6. Site record forms are appended to this report.

Ground visibility was mostly good, with the majority of paddocks in low grass. Conditions were dry and had been for some time, making the ground hard and often difficult to probe. The topsoil was generally shallow and the archaeological features identified just below the grass.

Lot 1

This allotment includes the main entrance up the driveway and farm track to the northern part of the property. Various buildings, including the Yates' house and other farm buildings, are located along the side of the track. This area is mostly modified and no archaeological sites were found near the road. It is considered unlikely that any would be found during development.

The allotment runs along a low-lying spur towards the east almost down to the stream. This spur would have overlooked the inlet before the land was reclaimed and is about 3-5m above sea level. Probing along the ridge identified two middens, R12/927 (Figure 7) and R12/928 (Figure 8). Both consisted of thin spreads of cockle midden along the ridge overlooking the reclaimed land. Other middens are also possible along the ridge above the reclaimed land. Further inland this likelihood diminishes.

Continued on next page

RESULTS, CONTINUED

**Lot 1
(continued)**

Another archaeological site was found to the northwest of this eastern ridge. This site, R12/926 (Figure 9) is similar to those found in neighbouring areas and consists of a thin layer of cockle midden on the ridge overlooking the mangrove. Midden is also found on the flat below and in some areas of slumping between. This site is unlikely to be affected by any buildings which are likely to be built at least 10m inland from the ridge top. However, planting in this area will have to be sensitive to the presence of the site and enhance its preservation.

The orientation of sites along the coast makes inland sites in this area less likely.

Carrying on to the north along the coastal ridge a further four archaeological sites, R12/922-925, were found. Three were found on the beach flat next to the mangrove and consist of thin layers of mostly cockle midden eroding from the bank. Scallor and mudsnail was also present in small quantities. R12/922 (Figure 10) features included burnt hangi stones and a firescoop (Figure 11) along the bank. More shell was also identified on the ridge top above this site. Nearby are concrete piles (Figure 12) which are the remains of lime crusher built in the mid 20th century for making fertilizer. The fourth site lay to the west in Lot 2.

Lot 2

This fourth site, R12/925 (Figure 13), is at the northern point of the property with the most desirable of views to the harbour. The scatter of midden is spread across the ridge overlooking the inlet. A vague depression was seen nearby but is not considered archaeological in nature. A thin scatter of more shell was found in slumping to the north and may represent the remains of further midden in this area.

No sites were found in the vicinity of the proposed house site in Lot 2.

Lot 3

This allotment was inspected but not surveyed in detail in 2005 as it was not part of the original subdivision. However, it is unlikely that any sites will be found in this area.

Continued on next page

Table 1.
Archaeological
sites found on the
property

Site	Type	Description	Easting	Northing
R12/922	Midden/ Historic	Cockle midden located along the flat area by the water as well as on the ridge top overlooking the flat. Probing suggested that the shell is scattered in these 2 locations over an area of approximately 3200m ² under or near to the surface and about 5-10cm thick. Cockle with some scallop and mudsnail in small amounts. Hangi stones and remains of fire scoop visible in section. The remains of some old machinery from the farm (early 20 th century) are also visible in the low tidal area.	2670042	6453684
R12/923	Midden	Shell midden in area of about 330m ² and up to 20cm thick eroding in flat above low tide mark. Cockle with some scallop and mudsnail in small amounts. Approximately 30m south of R12/922.	2670086	6453632
R12/924	Midden	Remains of a small cockle midden in an area of about 40m ² and about 10cm thick in places. A small stream leading into the mangroves cuts the site. Cockle with some scallop and mudsnail in small amounts.	2670099	6453564
R12/925	Midden	Shell midden covering an area of about 1650m ² . On top of spur looking over the inlet to the north. The shell is just below the surface and approximately 5cm thick. Cockle predominates with some scallop and mudsnail in small amounts. Some shell also appears to have slumped down the ridge nearby and this shell probably represents the remains of a larger site.	2669774	6453689
R12/926	Midden	Shell midden along flat near mangrove and ridge above covering approximately 1400m ² . Thin deposit under the surface and around 5cm thick and mostly cockle. Approximately 120m southwest of the end of the seawall.	2670172	6453552
R12/927	Midden	Small thin scatter of midden along low ridge overlooking flat reclaimed land in an area of around 100m ² . Mostly cockle. Approximately 50m west of R12/928.	2670484	6453413
R12/928	Midden	Thin scatter of shell midden on low ridge overlooking reclaimed land. Probing suggested an area of around 458m ² . About 5cm under the surface and about 5cm thick. Approximately 50m east of R12/927. Mostly cockle.	2670710	6453456

Continued on next page

RESULTS, CONTINUED

**Seawall,
Reclaimed
Land and the
Northeastern
Block**

The Yates family built a substantial seawall (Figure 14) at the north-eastern end of the property during the 1930s as described earlier. Although constructed in the 20th century, this feature should be considered of some heritage value and efforts made to preserve and enhance it. It is not impacted on by the current proposal, but remains an attractive historical feature of the property.

The land reclaimed behind the seawall is not considered to be of major archaeological potential and was not surveyed, as it is not directly impacted on by the proposed subdivision.

The block of land on the northern side of the seawall was surveyed. No definitive archaeological features were identified, although small fragments of shell were seen in areas that had slumped next to original water line. This area is not impacted on by the proposed subdivision.

**Remaining
Farm Land**

The land designated to remain as farmland at the western side of the property was not surveyed as it is not directly impacted on by the proposed subdivision. The area consists of relatively flat pasture and, given the very strong coastal orientation of sites found on the property (and in the region more generally), archaeological sites are not considered to be likely in this area. Various structures relating to the Yates farm were built here, including windmills and pumps, but these have mostly been dismantled.

Continued on next page

RESULTS CONTINUED

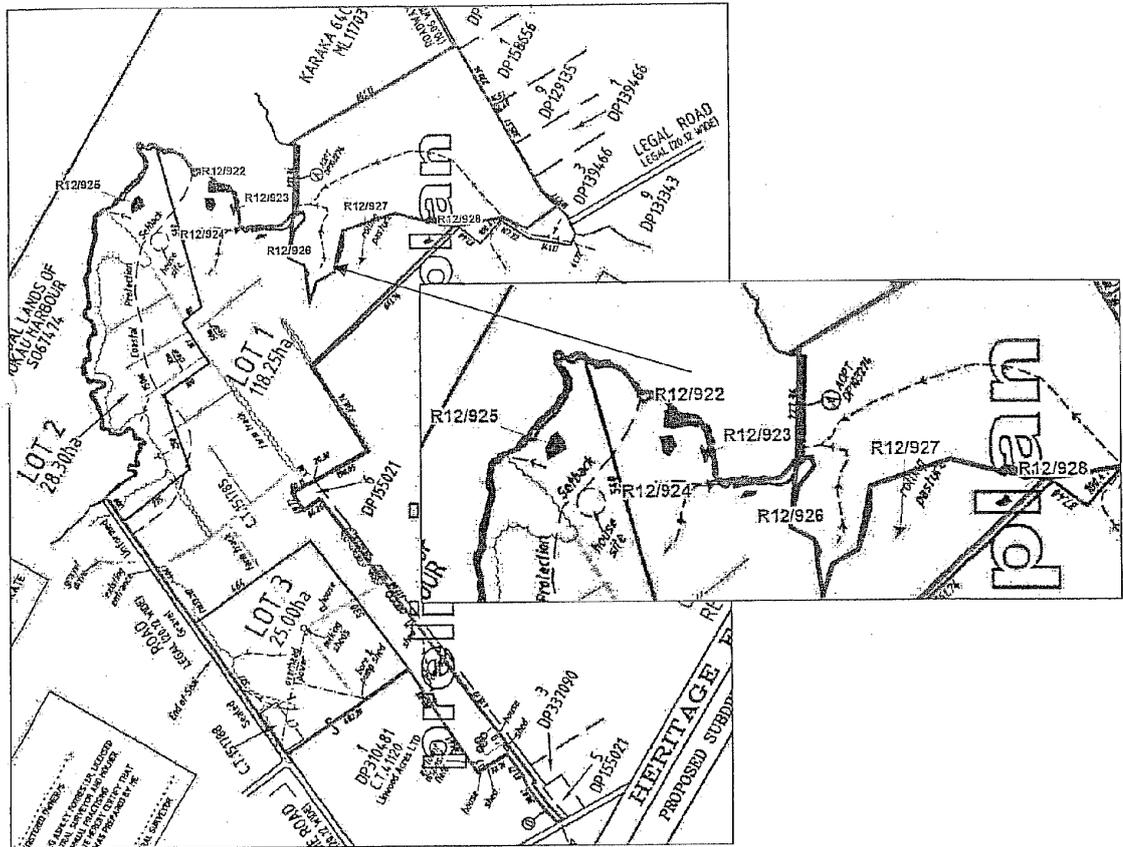


Figure 6. Location of archaeological sites in relation to proposed subdivision allotments

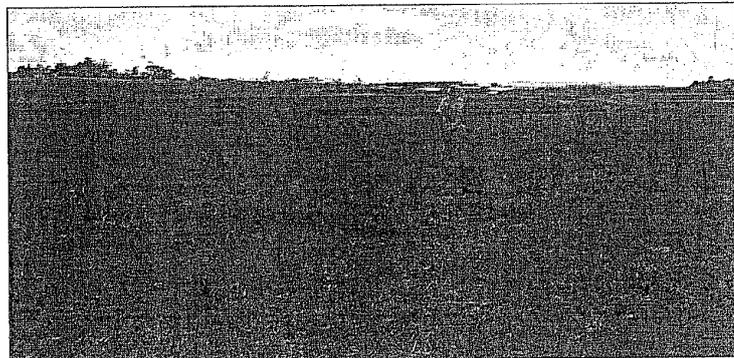


Figure 7. View of area of site R12/927

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RESULTS, CONTINUED

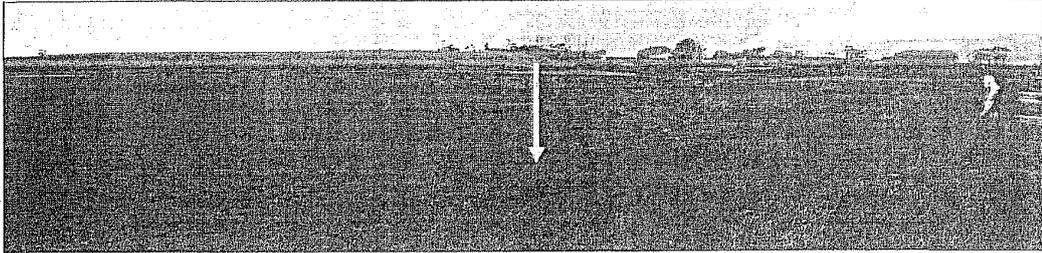


Figure 8. View of area of site R12/928 (looking east)

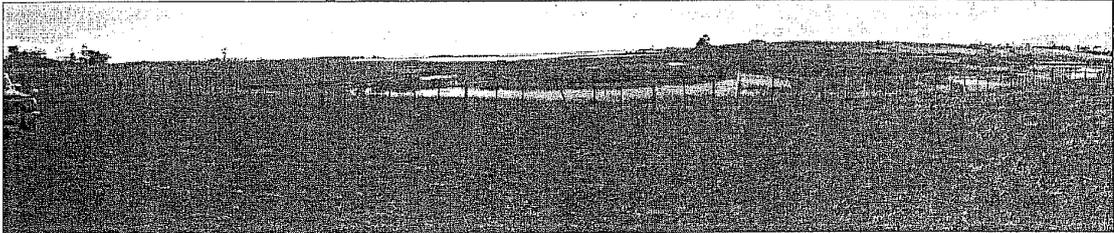


Figure 9. Upper area of midden R12/926 (looking north)



Figure 10. View of site R12/922



Figure 11. Close-up of shell in site R12/922



Figure 12. View of old lime crushing area

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RESULTS, CONTINUED

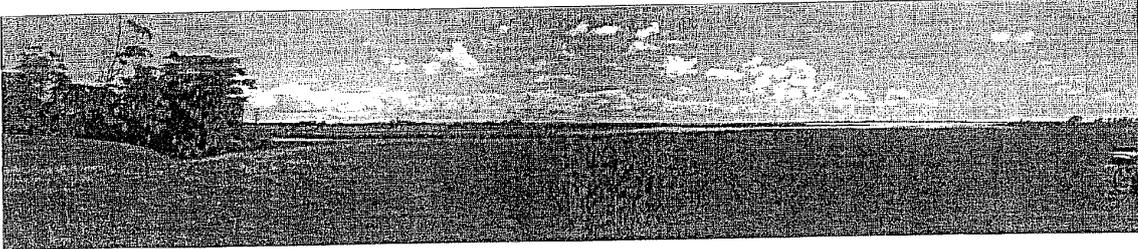


Figure 13. View of area of site R12/925 (looking north)

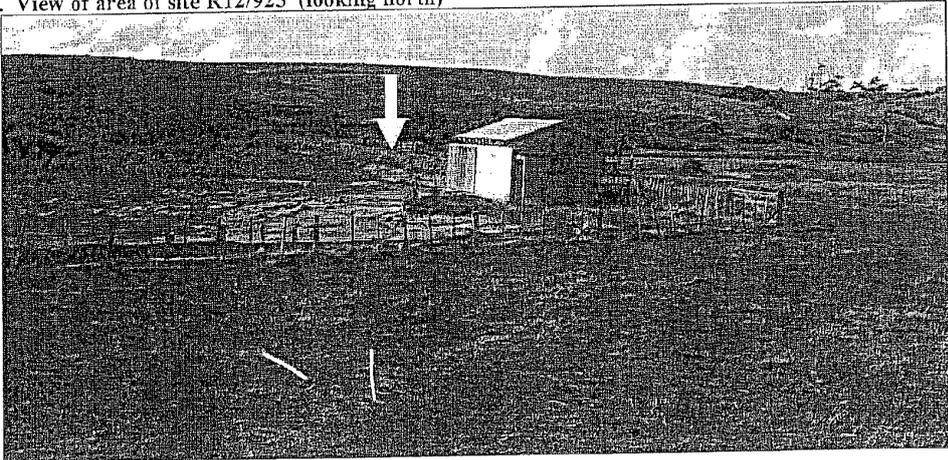


Figure 14. View of seawall

DISCUSSION AND CONCLUSION

Summary of Results

No archaeological sites had previously been recorded on the survey property. However, a total of seven new archaeological sites were found during the survey, the sites consisting of spreads of cockle midden. They were located along the present mangrove coastline or above the reclaimed area where the old coastline was located.

Significance and Archaeological Potential

The seven archaeological sites found during the survey fit the general pattern of sites found in the Manukau 'lowlands' (cf. Clarke 1983). They suggest relatively short term episodes of shellfish extraction with the possibility of some habitation occurring on the ridges above the mangrove swamps. While they contribute to the archaeological landscape and our knowledge of the area, they are not of high significance as archaeological sites. Habitation and gardening areas were probably concentrated elsewhere as indicated by the presence of pa sites to the east around Karaka and on the opposite side of Clarks Creek.

Further inland, the archaeological potential of the property appears to be limited, recorded archaeological sites being generally confined to the coastal areas.

General Considerations

This is an assessment of impact on archaeological values and does not include an assessment of Maori values. Such assessments can only be made by the tangata whenua.

It should be noted that archaeological survey techniques (based on visual inspection and minor sub-surface testing) cannot necessarily identify all sub-surface archaeological features, or detect wahi tapu and other sites of traditional significance to Maori, especially where these have no physical remains.

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

1. **FRANKLIN DISTRICT COUNCIL** ("Council") granted a consent (file no. S07013) under the Resource Management Act 1991 dated 8 October 2007 for the subdivision of the land described in computer freehold registers 151785, 151788 and 41120 (All North Auckland Registry).
2. The consent is subject to the covenants in the schedule which are to be complied with on a continuing basis by the registered proprietors and subsequent owners of Lots 1 and 2 Deposited Plan 400117 ("Affected Lots").

Dated the 23rd day of April 2008

SIGNED by **FRANKLIN DISTRICT
COUNCIL** by its Chief Executive under
delegated authority:



S Davis
Chief Executive

SCHEDULE

1. INTERPRETATION

In this consent notice unless the context indicates otherwise:

"**Archaeological Sites**" means the archaeological sites identified in the **attached** archaeological report prepared by Clough and Associates Limited titled "Yates Farm Linwood Road, Kingseat, Hingaia: Archaeological Assessment," prepared for Metro Planning Limited, dated December 2006; **and** shown on the **attached** plan prepared by the Surveying Company for Heritage Farm Limited, titled "Plan of Recorded Archaeological Sites on Lots 1 and 2 DP 400117, dated March 2007, file ref. 268863;

"**Covenant Areas**" means the Archaeological sites identified on the above plan; and

"**Owner**" means the owner of the Affected Lots and includes the Owner's successors in title as registered proprietors of the Affected Lots.

2. COVENANTS

The Covenant Areas contains Archaeological Sites which are required to be protected.

3. To ensure the ongoing protection of all parts of the Covenant Areas the Owner must not without the prior written consent of the Council do or allow any of the following to occur or be on the Covenant Areas:

- 3.1 any building, structure or hoarding;
- 3.2 any watering or feeding troughs;
- 3.3 any drains or pipes whether above ground or underground;
- 3.4 disturbance to the surface of the ground, including earthworks or excavation;
- 3.5 the planting or sowing of any trees or shrubs;
- 3.6 the accumulation of rubbish or other unsightly or offensive material;
- 3.7 discing, ploughing or drilling of the ground; and
- 3.8 anything that is likely to damage, destroy or in any way be detrimental to the preservation or enjoyment of the Covenant Areas.

4. The Covenant Areas may not be used for any purpose other than:

- 4.1 the protection of the Archaeological Sites located within the Covenant Areas; and
- 4.2 subject to clause 5, pasture for light stock grazing.

5. Stock may be grazed on the Covenant Areas, provided that the Owner follows responsible and accepted stock and pasture management practices that ensure that:

-
- 5.1 vegetation cover is maintained; and
- 5.2 there is no damage to the vegetation cover by pugging or any other means.
6. Notwithstanding clauses 5.1 and 5.2, the Owner must eradicate all noxious weeds and environmental plant and pest from the Covenant Areas and must thereafter keep the Covenant Areas free from all noxious weeds and environmental plant pests.
7. The Owner may not grant any easements or concessions in respect of the Covenant Areas.
8. The Owner may not do anything or allow anything to occur or to remain on the Covenant Areas which in the Council's opinion is prejudicial to the aim and purpose of this Consent Notice.
9. Any officer or authorised agent of the Council may obtain access onto the Land to examine and record the condition of the Covenant Areas or to carry out protection or maintenance work on the Covenant Areas consistent with the objectives set out in this consent notice. Before doing so, the Council or its officer or agent is to consult with the Owner.
10. Any consent, approval, authorisation or notice to be given by the Council may be given in writing signed by an officer of the Council holding delegated authority to do so, and may be sent by post or facsimile to the Owner's last known address or to the Owner's agent.
11. **POWERS NOT AFFECTED**
- 11.1 Nothing in this consent notice is to be treated as limiting any other rights or powers which the Council may have under any statute, bylaw or regulation except as expressly provided in this consent notice.
- 11.2 The Owner's liability under this consent notice will not be affected by any delay, extension of time, forbearance or waiver by the Council, or by any failure or neglect by the Council to enforce any of the covenants.

**Yates Farm Linwood Rd, Kingseat,
Hingaia:
Archaeological Assessment**

Prepared for
Metro Planning Ltd
Dave and Cathy Yates

By

Simon Bickler (PhD)
Kate Hill (MA)
Rod Clough (PhD)

December 2006

Clough & Associates Ltd
Heritage Consultants
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Email: heritage@clough.co.nz
www.clough.co.nz

EXECUTIVE SUMMARY

Summary

A farm in Kingsseat, south of Auckland, is being developed as a residential subdivision. The property, now owned by David and Cathy Yates, was once part of the Arthur Yates Seed Farm. Seven archaeological sites were identified on the property during an archaeological assessment in May 2005. The proposal involves dividing the property into three lots but there appear to be no direct impacts on the recorded archaeological sites by the subdivision as currently proposed. Future earthworks or landscaping on the allotments may be constrained by the presence of the sites and recommendations for any such works are provided below.

Specific recommendations

The current proposed subdivision avoids direct impact to archaeological sites on the property and therefore there are no significant constraints on the proposal on archaeological grounds.

The following precautionary recommendations are made with respect to works entailed with the building of a new house in Lot 2, and its amenities, as well as the possibility of future buildings on the properties:

- That all recorded archaeological sites are avoided (unless an application to the NZ Historic Places Trust has been granted).
- That recorded sites in the vicinity of any earthworks to be carried out are fenced off prior to works starting ensure that they are not accidentally damaged by heavy machinery.
- That no planting is carried out along the ridgelines or in the vicinity of archaeological sites without consulting the NZHPT to establish whether an Authority is required. Ideally planting should be designed so that the stability of sites is improved.
- That if any new house sites and amenities are proposed, that an assessment of effects on nearby archaeological sites will probably be required.
- That any earthworks undertaken near the coastline (in the coastal setback area) are monitored by an archaeologist.

Continued on next page

EXECUTIVE SUMMARY, CONTINUED

**General
recommendations**

The following are general recommendations:

- That if damage to recorded sites cannot be avoided an Authority should be obtained from the HPT prior to any work being carried out. (*Note that this is a legal requirement*).
 - That if additional archaeological sites are exposed during construction (e.g. intact shell midden, hangi, storage pits relating to Maori occupation or cobbled floors, brick or stone foundations and rubbish pits relating to 19th century European occupation), work should cease in the immediate vicinity and the HPT should be contacted.
 - That in the event of koiwi (human remains) being uncovered work should cease in the immediate vicinity and the HPT, NZ Police and tangata whenua should be contacted so that appropriate arrangements can be made.
 - That since archaeological survey cannot always detect sites of traditional significance to Maori such as wahi tapu the tangata whenua should be consulted regarding the possible existence of such sites on the property.
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INTRODUCTION

Project Background

A farm in Kingseat, Hingaia, south of Auckland, is being developed as a residential subdivision (Figure 1). The property, now owned by David and Cathy Yates, was once part of the Arthur Yates Seed Farm. The Yates had proposed to use part of the farm as a residential subdivision with 23 new houses and keep the remaining part of the property as a working farm, and commissioned an archaeological assessment in 2005 (Bickler, Hill & Clough May 2005). This identified seven archaeological sites on the property and indicated that some might be affected by the proposed subdivision. Since then a revised subdivision plan with 3 lots has been developed (Figure 2).

This report examines the impact of the subdivision proposal on the archaeological values of the property, and will form part of the required assessment of effects accompanying a resource consent application.

Methodology

A search of the Auckland Regional Council's (ARC) Cultural Heritage Inventory (CHI) was carried out to establish whether any archaeological sites had previously been recorded on or near the property. The property was then visually inspected. Probing and test pitting were carried out when possible sites were identified from surface features. Locations of sites were recorded with high resolution GPS.

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INTRODUCTION, CONTINUED

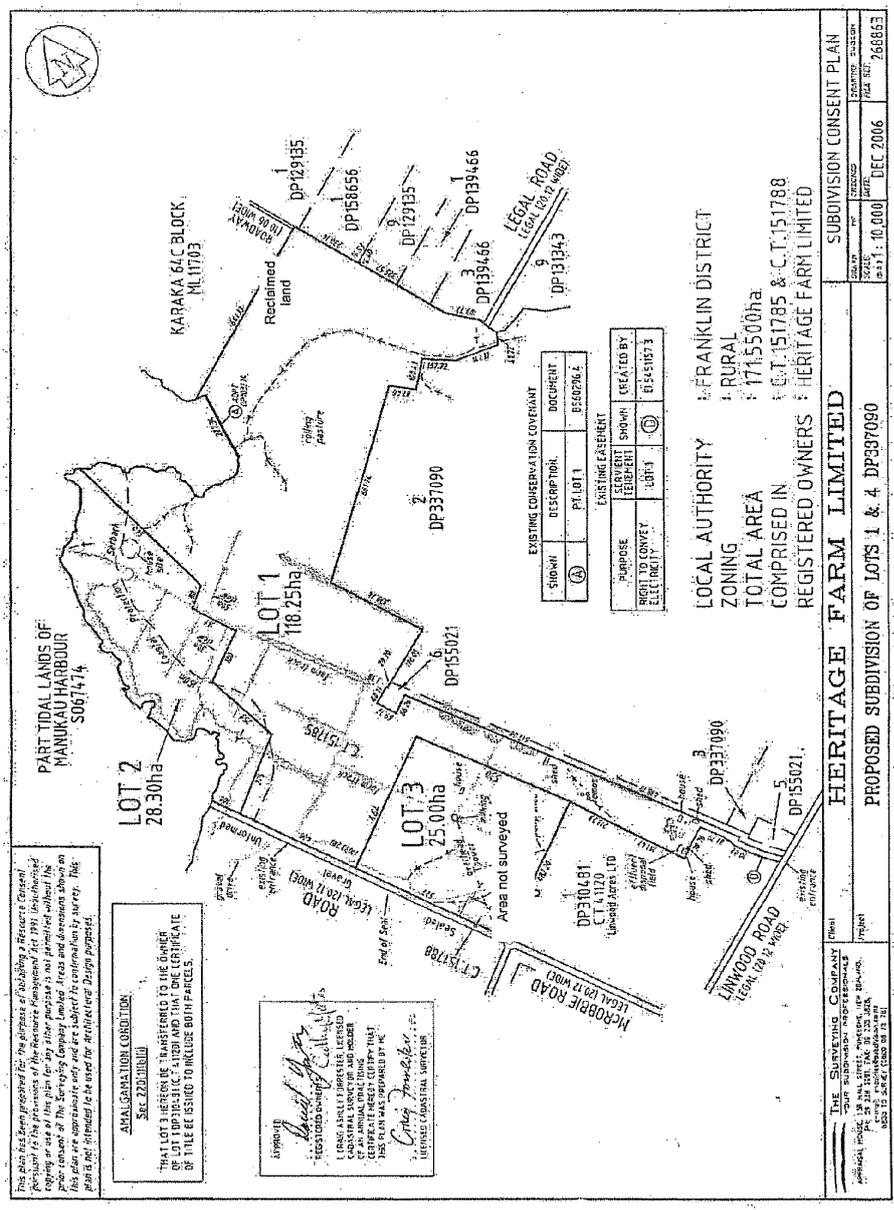


Figure 2. Proposed subdivision of the property

RESULTS

Historical Background – Tangata Whenua

The tangata whenua of the Te Hihi /Whatapaka area are Ngāti Tamaoho. Along with Ngāti Te Ata, Ngāti Tipa and Ngāti Paoa, Ngāti Tamaoho dominated the Franklin district at the time of the signing of the Treaty of Waitangi, in 1840. Although no definite tribal boundaries existed, Ngāti Tamaoho claimed the central area from the Patumahoe-Drury area to Pokeno and Mangatangi (Franklin District Website). Their ancestry is traced back to the Tainui canoe that came to rest at Kawhia, where some of the crew intermarried with the original inhabitants. The descendants of these unions are included in the Waikato-Tainui subtribes that currently occupy the Manukau area (Finding of the Waitangi Tribunal on the Manukau Claim, 1985).

For the Ngāti Tamaoho people of Whatapaka marae ... there is a special relationship with the Harbour. They claim descent from Papaka, who ... it is said, was put off the Tainui in the middle of the Manukau Harbour. He swam to the sand bar in the interior of the waters where he survived on the kaimoana ...of the harbour. In time Papaka became half man and half crab. His children left the waters in the form of man and intermarried with the local people... (Finding of the Waitangi Tribunal on the Manukau Claim, 1985: 20).

In 1822, Nga Puhī, armed with muskets and led by Hongi, Rewa and Patuone, had a devastating impact on the local tribes who scattered to escape the invaders. After a long period in the Waikato, the tribes eventually returned to take up their traditional occupancies (Finding of the Waitangi Tribunal on the Manukau Claim, 1985:21).

Historical Background – Paraheka (or Akitai Block)

On 19 January 1848, the Crown purchased the Block known as Paraheka/Akitai. Turton (Deed No.252) records the purchase as follows:

This deed ... is the consenting of us Chiefs and men of Te Akitai with the Queen of England on her own behalf. We the Chiefs and men of Akitai who claim the land described in this Deed do hereby consent to sell the said land to Queen Victoria in consideration of four Mares given to us Chiefs and men wherefore we make and give over to Queen Victoria and to her successors forever the said land with all rights thereto belonging (Turtons Deeds, in Special Collections, Auckland Public Library).

The boundaries, as described in the deed, cannot be clearly defined here as many of the Māori names are no longer in use. However, the Kingseat area is included (ref. Manukau's Journey) as is the 'Watapaka [sic.] Native Reserve' and a considerable block of land extending to the south and west of the Reserve.

Continued on next page

RESULTS, CONTINUED

**Historical
Background –
Paraheka (or
Akitai Block),
Continued**
Allotment 1A (Parish of Waiau)

This Allotment number relates to the earliest subdivision of the land and includes the north-western area of the proposed development. Allotment 1A juts into the eastern side of Whatapaka Creek, while its north-eastern boundary is situated on the western side of Te Hihi Creek.

In September 1854, the Crown Grant was issued to John Grant Johnson for the sum of £80.2s (LINZ, 1G-2632). Six years later, Johnson borrowed £60 from a William Dyer in order to make a '...road not exceeding 66ft. in width' (LINZ, 7M-585). Following various other financial transactions (see LINZ, DI- 7A/127) Johnson conveyed the land, by way of a £100 mortgage, to Edward Amphlett, an admiralty transport officer, in November 1867 (LINZ, 12M-677). Amphlett was issued the Certificate of Title on 16/12/1895 (LINZ, CT 76/238). What transpired in the interim is not recorded in the Deeds Index. A survey carried out for Amphlett in March 1894, shows that the property was, at that time, mostly in 'High Manuka Scrub', which would indicate that the land had not been cleared for farming (LINZ, DP1476, Figure 3). In February 1896, the property was transferred to Matthew Finlay, a farmer of Karaka, who in turn sold to John Jones, another farmer, in 1901 (LINZ, CT 76/238).

Allotment 2 (Parish of Waiau)

The Crown Grant, by Purchase, for this much larger piece of land, to the south of 1A, was issued to Charles Henry Delamain on 25/1/1855 (LINZ, R51-747). Delamain paid £269.6.5d for the 588 acres, which included the two islands in Te Hihi Creek. In March of the same year Delamain also acquired Allotments 10 and 16 on the other side of Te Hihi Creek (LINZ, DI-6A/211). Although those two blocks are not part of the development project they were conveyed, along with Allotment 2, to John Jones in 1904 (LINZ, R99-542). A later (1928) survey plan shows these same allotments with Allotment 2 now divided into two parts (LINZ, DP21902, Figure 4).

**The Yates
Purchase**

In 1911, an agreement for sale and purchase of Allotments 1A and 2, Parish of Waiau, and Allotments 10 and 16, Parish of Karaka was made between Jones and Arthur Yates & Co. Ltd (LINZ, R194-272). However, when the conveyance was finalised, in 1913, Allotment 1A was still on a separate title (LINZ, CT 76/238; LINZ, R221-239).

Continued on next page

RESULTS, CONTINUED

**Later
Subdivisions
of Yates
Purchase**

Various transfers of ownership and boundary changes took place within the Yates family, but are not discussed here (see CT 76/238 and CT 499/274 for early transactions). One significant family acquisition, however, is that of Karaka 64E purchased from its Māori owners in December 1921 (LINZ, CT 345/222). Karaka 64, prior to its subdivision, was Granted under the Native Lands Act, in June 1868, to Paora Te Iwi, Paratene te Taheke, Te Whirihana Takanini and Ihaka Takanini. The parcel of land consisted of 150 acres and 2 roods and included the shell bank offshore (LINZ, CG-9G-81). A January 1921 plan (LINZ, ML11703) of the entire Karaka Block 64, also known as Whatapaka, showing its subdivisions, indicates the main areas of cultivation as being predominantly in the northern part, in the vicinity of the Marae¹ (Lot 64D). There are, however, cultivations indicated in the area immediately north of Lot 64E which lies within the current development scheme.

**Arthur Yates
& Co. Ltd**

The Yates family involvement with the seed business can be traced back to 1826, when George Yates, the son of a cotton merchant, opened a shop in Manchester, trading in a wide variety of seeds. Samuel, George's eldest son, was soon put in charge of the thriving business and of his four sons, two would eventually come to set up shop in the Southern Hemisphere. The third son Arthur, an asthmatic, was the first to venture to New Zealand, having been advised that he should live in a healthier climate. Arriving in Dunedin in 1879, he moved north to the Hawke's Bay where he became a shepherd boy (*Auckland Star*, 11/9/1985:A15; *NZH, Supp.* 26/8/1958:2).

In June 1883, he opened his business at 40 Victoria Street, trading as Arthur Yates seedsman, moving shortly afterwards to number 46. Four years later he was joined by his younger brother Ernest and soon after the pair relocated to 89 Queen Street, on the corner of Exchange Lane. Arthur moved to Sydney in 1888, for health reasons, and set up business there. By 1906 the brothers had agreed to establish two distinct firms and, in 1911, the two resulting private companies were separately registered in Auckland and Sydney. Arthur's Australian business was known as 'Arthur Yates & Co. Pty. Ltd' while Ernest's Auckland concern was registered as 'Arthur Yates & Co. Ltd'. Both companies later went public. Meanwhile, in 1906, the Auckland headquarters were moved to 192 Queen Street but, by 1911, they had again relocated to a large new warehouse at 13 Albert Street (Auckland Institute & Museum, MS 1706 – Series 9, Box 38, item 106).

Continued on next page

¹ Lot 64D was Gazetted (*NZG*, 7 May 1970: 806) as '...a Māori reservation for the purpose of a meeting place and burial ground for the members of the Ngāti Tamaoho, Koheriki, and Ngaitai tribes and Maoris generally'.

RESULTS, CONTINUED

The Farm at Karaka

Arthur Yates & Co. Ltd had extensive holdings in various parts of the country at different times but, for the purposes of this report, it is only the farm at Karaka that is relevant. An undated plan of sale in the company's historical files, held in the Auckland Museum Library, describes how:

Messrs Arthur Yates & Co. Ltd., finding their seed farm at Buckland too small for their operations have bought over 2,000 acres in the Karaka and Waiiau Districts where their future seed farms will be located; and for the purpose of concentrating their operations they are now cutting up their Buckland Seed Farm... (Auckland Institute & Museum, MS 1706 – Series 9, Box 38, item 106).

Most of the other information relating to the Karaka farm comes from a conversation, with David Yates, the great-grandson of Ernest Yates. David described how the land had been in the family since it was purchased by the seed company 'around 1908' and was under development by 1912.

A panoramic photograph in the Yates family house shows the seed farm in the early days and has a caption which reads: 'The original farm comprised some 8200 acres of which F. Yates retained 1000 acres when the Company decided to move the seed growing elsewhere'. It seems that the land was not entirely suitable for this purpose so, eventually, the main seed growing operation was moved to Hawkes Bay. Subsequently, the property became a sheep and beef farm but, after 1977, David and his brother converted it to dairy.

In the early days a wharf, built by the family, was the unloading place for the major supplies for the farm, such as fertiliser, brought from Onehunga by scow. Near the wharf (to the west) was a crusher with a belt driven steam engine which ground lime rock for fertiliser. To the northwest again, just up on the raised area, were some 'early cottages' but although there is no sign of these now, some concrete remnants of what David described as a 'longdrop' can be seen nearby. Presumably, this would have been situated in an outhouse associated with the cottages. In those days, access to Papakura, which was the nearest settlement, was by a dirt track. The family had one of the first cars in the area, but in winter conditions were often so bad they had to resort to a team of horses to tow it home again.

The house that David Yates and his wife Cathy currently live in was built when he was three years old and has been his home ever since apart from a 10 year period following his marriage. The couple then moved to another cottage on the farm, but after 10 years they swapped homes with his mother and returned to the original house.

Continued on next page

RESULTS, CONTINUED

**Historical
Background –
The Seawall**

Sometime in the 1930s David's grandfather erected a seawall across the Te Hihi Creek to keep the tide out. The reclaimed land, initially converted to mudflats, was then planted in grass. During the construction of the dam spoil was removed in carts on a temporary tramline, a few twisted remnants of which can be seen in the area. Shortly after the completion of the seawall, a small boatshed was built from which David's father and uncle went sailing. It still stands today. The reclaimed land is ex-Harbour Board land which was leased from them until the late 1970s.

Associated with the farm were the usual cowsheds and horse stables. The latter 'used to be where the beehives are now'. Windmills were used to pump water for stock and were situated at various strategic points around the farm. None of these are standing today.

At one time the land was all in one title, but subsequently it was subdivided between David's father, Brian Yates, and uncle, Dennis Yates. In the days of the seed farm Ernest Yates donated some land for a school at Te Hihi for the workers' children. Some of the land on the property was purchased by David's grandfather from Māori. (Oral History - David Yates, 23/3/2005).

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RESULTS, CONTINUED

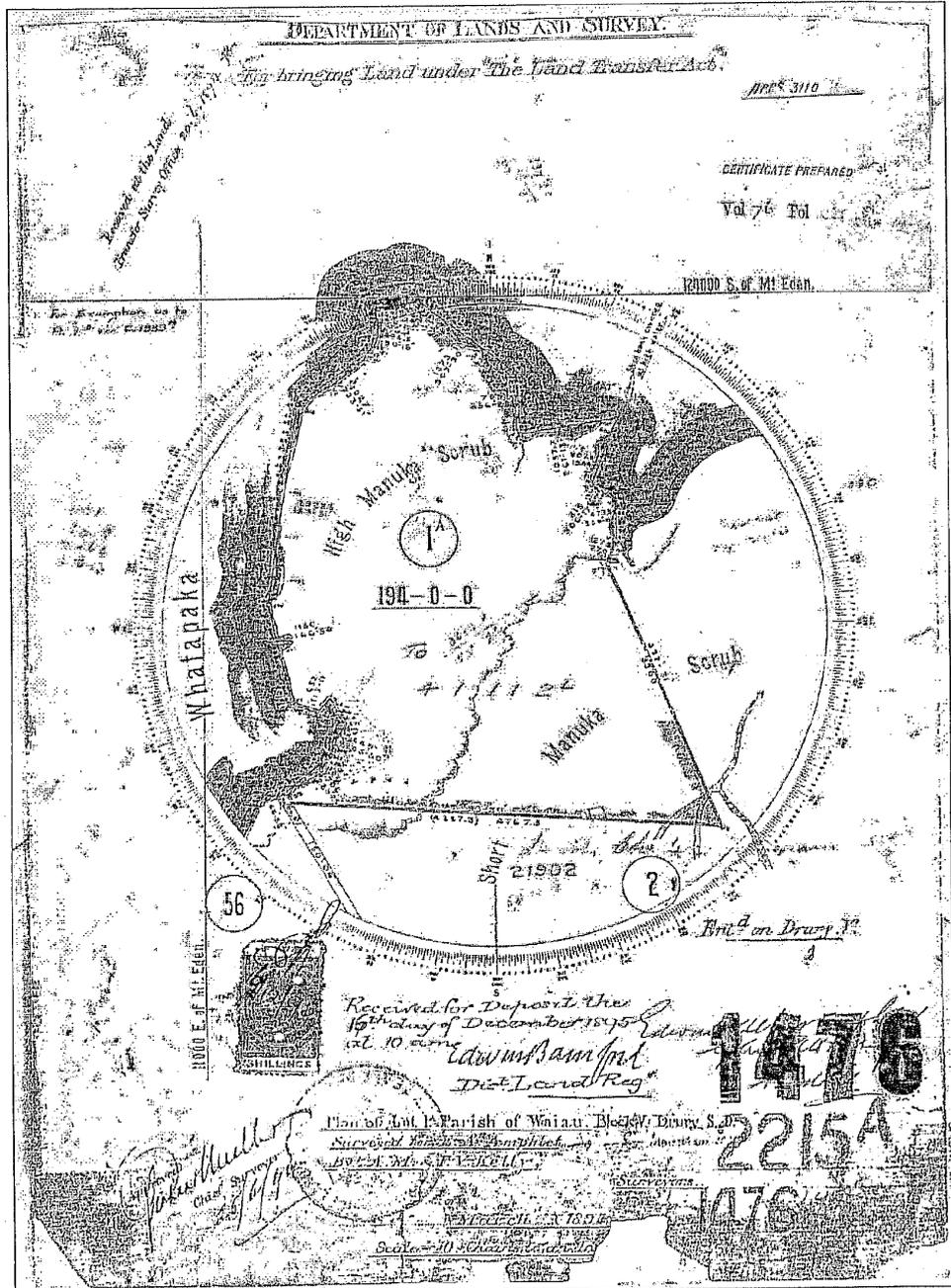


Figure 3. LINZ DP1476 (1894)

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DISCUSSION AND CONCLUSION, CONTINUED

Effects of Proposal

The current proposed subdivision avoids direct impact to archaeological sites on the property and therefore there are no significant constraints on the proposal on archaeological grounds.

However, there remains the possibility of future damage entailed with the building of a new house in Lot 2 and its amenities.

Damage to sites can result from:

- Earthworks in the vicinity of archaeological sites
- Planting along the ridge lines
- The possibility of additional sites occurring along the ridges and elsewhere.

In any area where archaeological sites have been recorded in the general vicinity it is possible that unrecorded subsurface remains may be exposed during development. This possibility can be mitigated by putting procedures in place ensuring that the NZ Historic Places Trust (HPT) is contacted should this occur.

Given the exposed nature of the property, it is likely that planting along the ridges will be carried out. Planting on archaeological sites will damage them and may not be carried out without the authority of the HPT. However, planting can be designed to minimise damage to the sites as well as to enhance them by provide stabilisation along the edge. This might involve the laying of additional topsoil above the sites and planting with native grasses or shallow rooting shrubs.

Strategies for Minimising Archaeological Impacts

The following general strategies are proposed for minimising impacts on archaeological values:

Avoidance: Archaeological sites should be fenced off to avoid damage from heavy machinery during earthworks in their vicinity

Attempts to avoid future impacts on the archaeological sites should also be made. Future owners should be provided with information on the presence of archaeological sites on their properties, and advised of their protected status under the Historic Places Act 1993. It is also suggested that historical information be made available to future owners, given the interesting history of the property.

Continued on next page

DISCUSSION AND CONCLUSION, CONTINUED

Strategies for Minimising Archaeological Impacts, Continued

Mitigation: If it is not possible to avoid damage to some sites, it is recommended that an application for an Authority to modify archaeological sites under Section 11 or 12 of the Historic Places Act 1993 is made to the HPT. If granted, this would require that appropriate archaeological mitigation investigations are carried out. Consultation with local iwi groups is required for HPT Authorities.

Planting on or near the sites along ridgelines should only be carried out in consultation with the HPT so that damage to sites can be avoided or mitigated. This would be required for any planting near sites R11/922, R11/925, R11/926 and R11/928. The HPT is likely to require that an Authority application is made.

Procedures should be set in place so that if any unrecorded archaeological sites are exposed during development, work should cease in the immediate vicinity and the HPT should be contacted. Alternatively, a precautionary application for modification of any additional sites could be made in order to avoid delays during construction work.

Monitoring of earthworks near coastal areas should also be carried out by a suitably qualified archaeologist, as this is the most likely location for further archaeological sites.

Historic Places Act

In addition to any requirements under the Resource Management Act 1991, the Historic Places Act 1993 protects all archaeological sites whether recorded or not, and they not be damaged or destroyed unless an Authority to modify an archaeological site has been issued by the New Zealand Historic Places Trust.

An archaeological site is defined by the Historic Places Act 1993, 2(a)(i) and 2(b) as: 'any place in New Zealand that was associated with human activity that occurred before 1900, and is or may be able through investigation by archaeological methods to provide evidence relating to the history of New Zealand'.

Authorities to modify archaeological sites can be applied for either under Section 11, in respect to a particular site or sites, or under Section 12, for all sites that may be present within a specified area. Applications made under Section 12 require approval by the Maori Heritage Council of the Historic Places Trust. The tangata whenua should be consulted regarding applications to modify or destroy archaeological sites which have Maori cultural associations.

Note that about 4 months should be allowed for the processing of authorities, which includes a statutory stand down period of 15 working days before an authority can be exercised.

RECOMMENDATIONS

Specific recommendations

The current proposed subdivision avoids direct impact to archaeological sites on the property and therefore there are no significant constraints on the proposal on archaeological grounds.

The following precautionary recommendations are made with respect to proposed works entailed with the building of a new house in Lot 2, and its amenities, as well as the possibility of future buildings on the properties:

- That all recorded archaeological sites are avoided (unless an application to the NZ Historic Places Trust has been granted).
 - That recorded sites in the vicinity of any earthworks to be carried out are fenced off prior to works starting ensure that they are not accidentally damaged by heavy machinery.
 - That no planting is carried out along the ridgelines or in the vicinity of archaeological sites without consulting the NZHPT to establish whether an Authority is required. Ideally planting should be designed so that the stability of sites is improved.
 - That if any new house sites and amenities are proposed, that an assessment of effects on nearby archaeological sites will probably be required.
 - That any earthworks undertaken near the coastline (in the coastal setback area) are monitored by an archaeologist.
-

General recommendations

The following are general recommendations:

- That if damage to recorded sites cannot be avoided an Authority should be obtained from the HPT prior to any work being carried out. (*Note that this is a legal requirement*).
 - That if additional archaeological sites are exposed during construction (e.g. intact shell midden, hangi, storage pits relating to Maori occupation or cobbled floors, brick or stone foundations and rubbish pits relating to 19th century European occupation), work should cease in the immediate vicinity and the HPT should be contacted.
 - That in the event of koiwi (human remains) being uncovered work should cease in the immediate vicinity and the HPT, NZ Police and tangata whenua should be contacted so that appropriate arrangements can be made.
 - That since archaeological survey cannot always detect sites of traditional significance to Maori such as wahi tapu the tangata whenua should be consulted regarding the possible existence of such sites on the property.
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Deeds Index: DI- 7A/127; DI-6A/211.

Deeds Record Books: 7M-585; 12M-677; R99-542; R194-272; R221-239.

Certificates of Title referred to in text : CT 76/238; CT 499/274; CT 345/222.

Plans referred to in text: DP-1476; DP-21902; ML-11703.

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Manukau Library website “Manukau’s Journey”

Oral History - David Yates, 23/3/2005

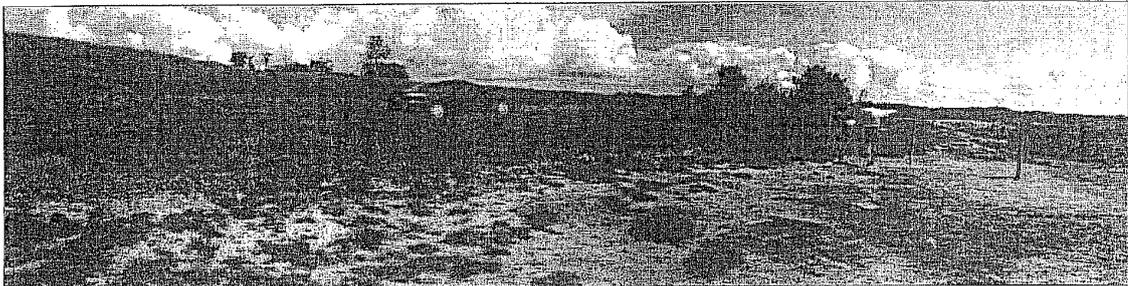
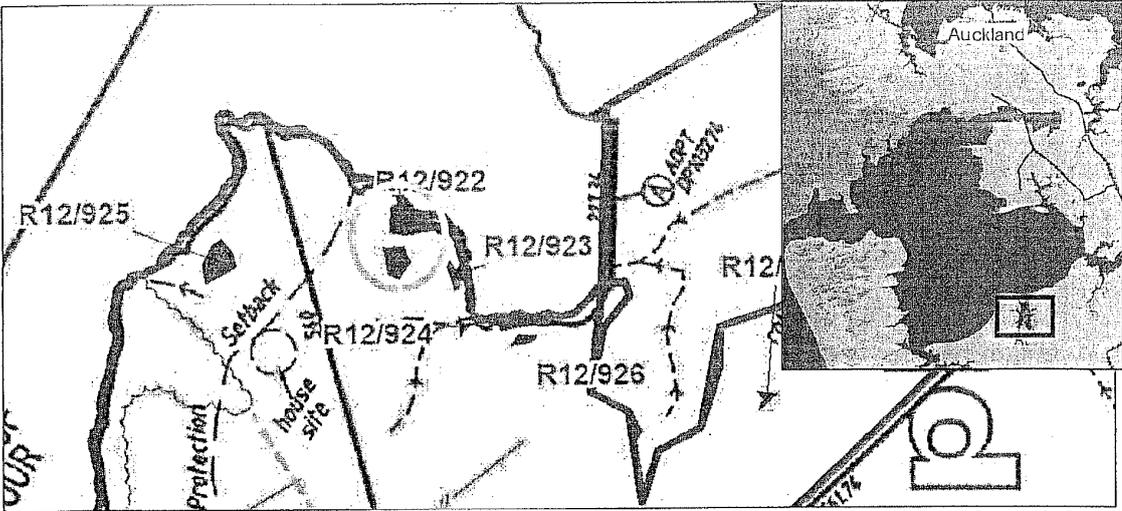
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Newspapers and Periodicals

Auckland Star, 11/9/1985:A15

New Zealand Herald, Supplement. 26/8/1958:2

R12/922, CONTINUED



View of site R12/922



Close-up of shell in site R12/922



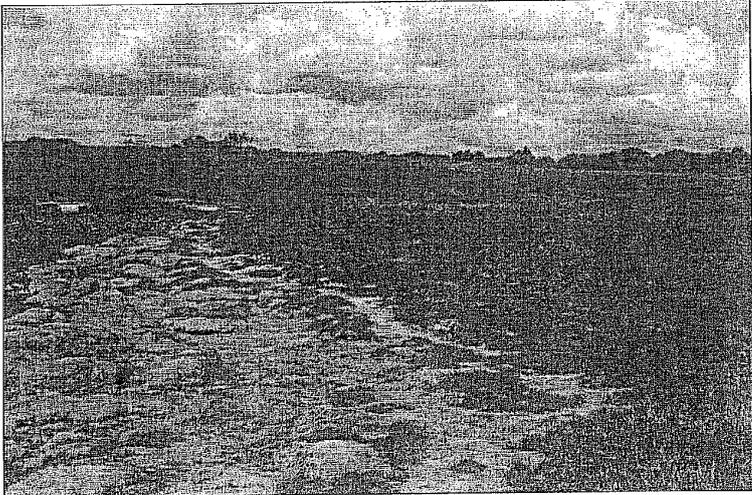
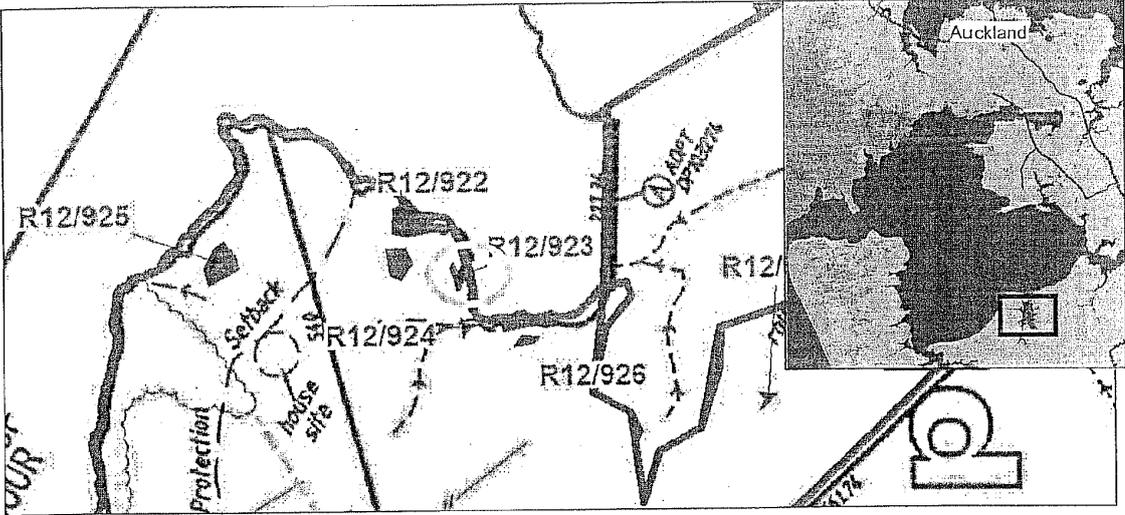
View of old lime crushing area

R12/923

NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION		NZAA METRIC SITE NUMBER: R12/923																		
SITE RECORD FORM (METRIC)		DATE VISITED: 23/3/2005																		
Metric map number: NZMS 260 R12		SITE TYPE: MIDDEN																		
Metric map name: PUKEKOHE		SITE NAME:																		
Metric map edition: Q12 & R12 Edition 2 November 1995																				
Grid Reference Easting	2 6 7 0 0 8 6	Northing	6 4 5 3 6 3 2																	
<p>1. Aids to relocation of site (attach a sketch map): General: Kingseat Manukau (Auckland). Farm is located at 1016 Linwood Rd. Access along main drive leading north. The site is located near the water at the northern end of the property</p> <p>2. State of site and possible future damage: Damage from tidal erosion and stock. Proposed subdivision to take place in area.</p>																				
<p>3. Description of site (Supply full details history local environment references sketches etc. If extra sheets are attached include a summary here):</p> <p>Cockle midden located along the flat area by the water approximately 50m south of R12/922. Probing suggested that the shell is scattered in these 2 locations over an area of approximately 320m² under or near to the surface and about 5-10cm thick. Cockle with some scallop and mudsnail in small amounts.</p> <p>Location determined with High Res. Trimble GPS</p>																				
<p>4. Owner: David and Kathy Yates Address: 1016 Linwood Rd Kingseat Auckland</p>		<p>Tenant/Manager: Address:</p>																		
<p>5. Nature of information (hearsay brief or extended visit etc.): Archaeological survey prior to proposed subdivision</p> <p>Photographs (reference numbers): Aerial photographs (reference numbers and clarity of site):</p>																				
<p>6. Reported by: Simon Bickler and Kate Hill Address: c/- Clough & Associates Ltd</p>		<p>Filekeeper: Date:</p>																		
<p>7. New Zealand Historic Places Trust (for office use)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td>Type of site</td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td rowspan="2">Present condition and future danger of destruction</td> </tr> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td>Local environment today</td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td>Land classification</td> <td colspan="3"></td> </tr> </table>						Type of site			Present condition and future danger of destruction			Local environment today					Land classification			
		Type of site			Present condition and future danger of destruction															
		Local environment today																		
		Land classification																		

Continued on next page

R12/923, CONTINUED



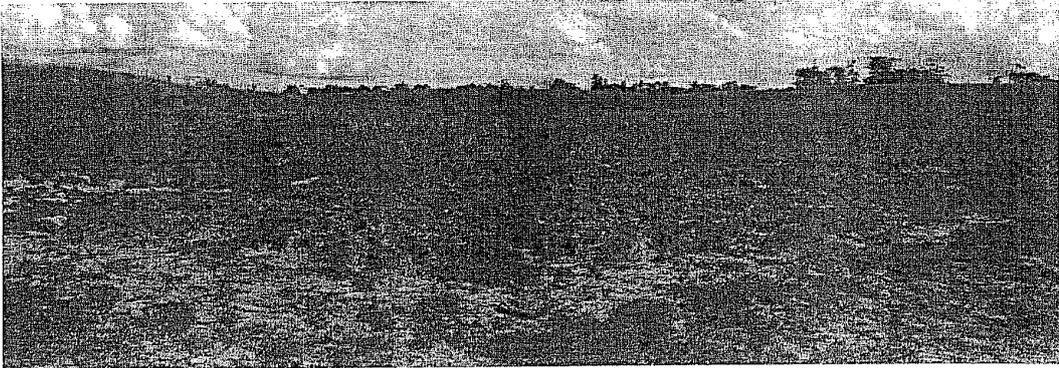
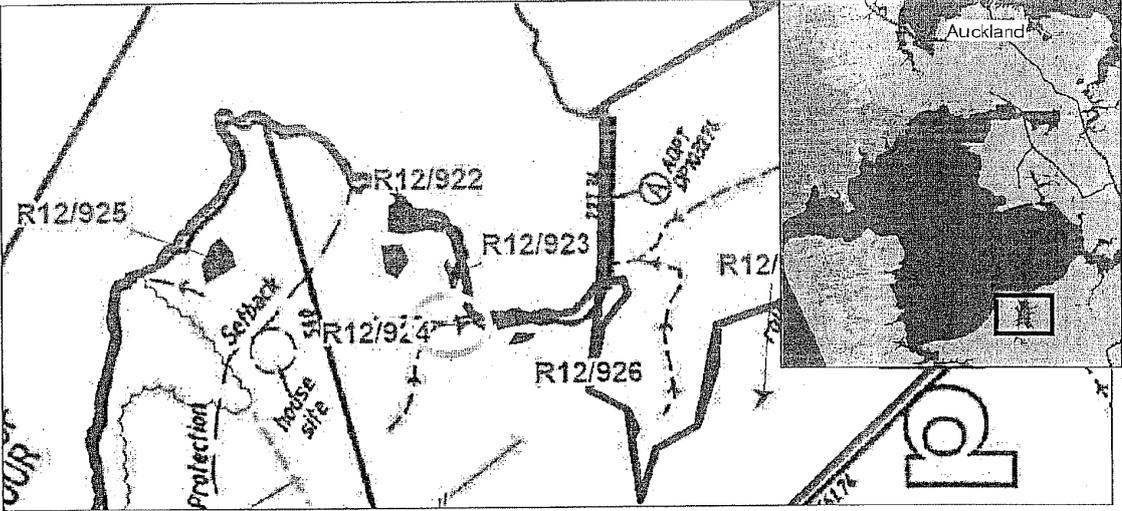
View of site looking south along bank

R12/924

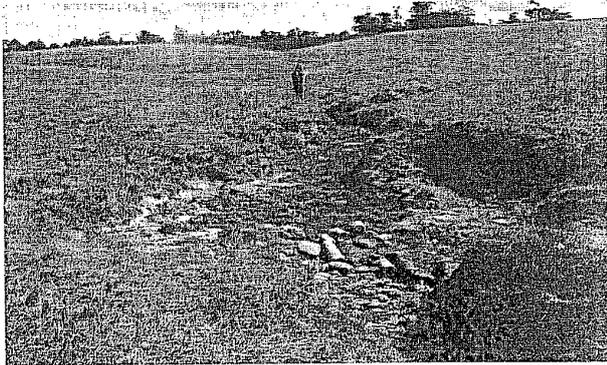
NEW ZEALAND ARCHAEOLOGICAL ASSOCIATION		NZAA METRIC SITE NUMBER: R12/924																		
SITE RECORD FORM (METRIC)		DATE VISITED: 23/3/2005																		
Metric map number: NZMS 260 R12		SITE TYPE: MIDDEN																		
Metric map name: PUKEKOHE		SITE NAME:																		
Metric map edition: Q12 & R12 Edition 2 November 1995																				
Grid Reference Easting	2 6 7 0 0 9 9	Northing	6 4 5 3 5 6 4																	
<p>1. Aids to relocation of site (attach a sketch map): General: Kingseat Manukau (Auckland). Farm is located at 1016 Linwood Rd. Access along main drive leading north. The site is located near the water at the northern end of the property</p> <p>2. State of site and possible future damage: Damage from tidal erosion and stock. Proposed subdivision to take place in area.</p>																				
<p>3. Description of site (Supply full details history local environment references sketches etc. If extra sheets are attached include a summary here): Cockle midden located along the flat area by the water approximately 140m south of R12/922 and 50m south of R12/923. A stream cuts through the site emptying out in the tidal flat. Probing suggested that the shell over an area of approximately 40m² under or near to the surface and about 5-10cm thick. Cockle with some scallop and mudsnail in small amounts.</p> <p>Location determined with High Res. Trimble GPS</p>																				
<p>4. Owner: David and Kathy Yates Address: 1016 Linwood Rd Kingseat Auckland</p>		<p>Tenant/Manager: Address:</p>																		
<p>5. Nature of information (hearsay brief or extended visit etc.): Archaeological survey prior to proposed subdivision Photographs (reference numbers): Aerial photographs (reference numbers and clarity of site):</p>																				
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		Type of site			Present condition and future danger of destruction															
		Local environment today																		
		Land classification																		

Continued on next page

R12/924, CONTINUED

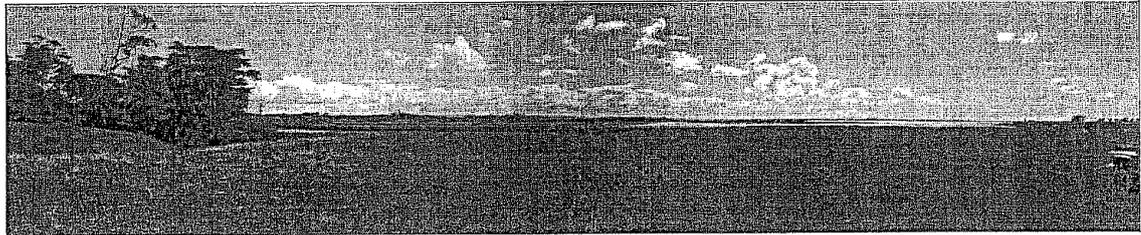
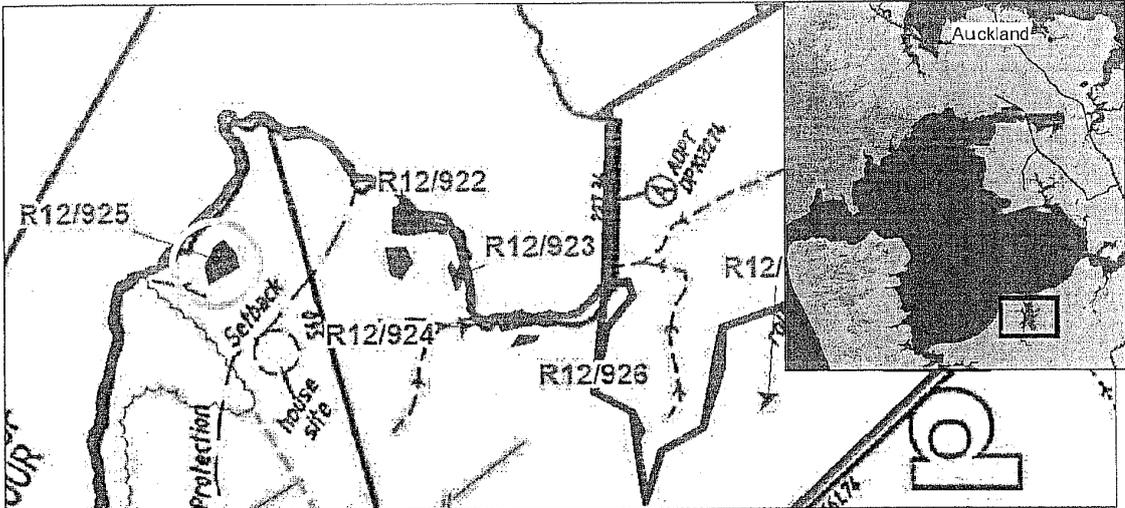


View of midden in section



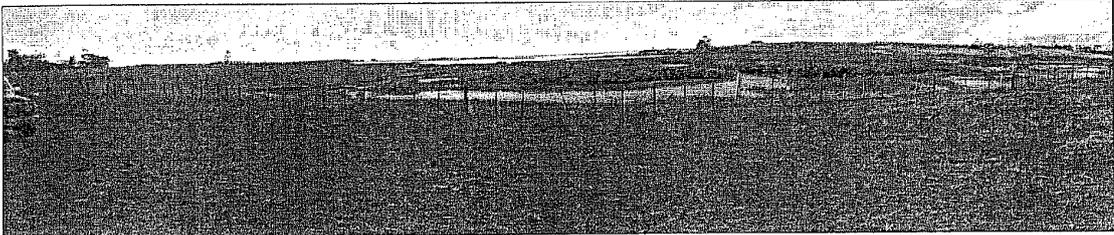
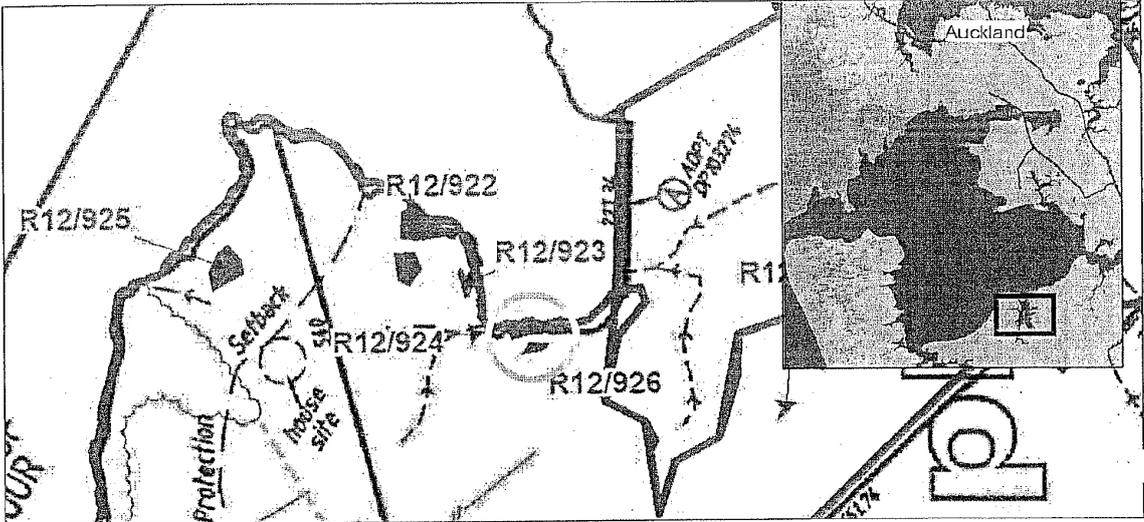
Stream through midden

R12/925, CONTINUED



View of area of site R12/925 (looking north)

R12/926, CONTINUED

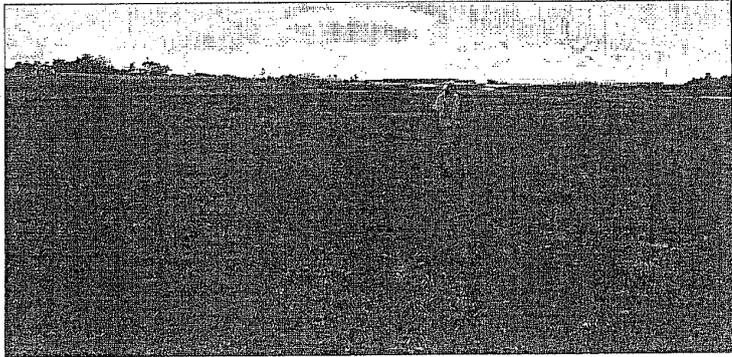
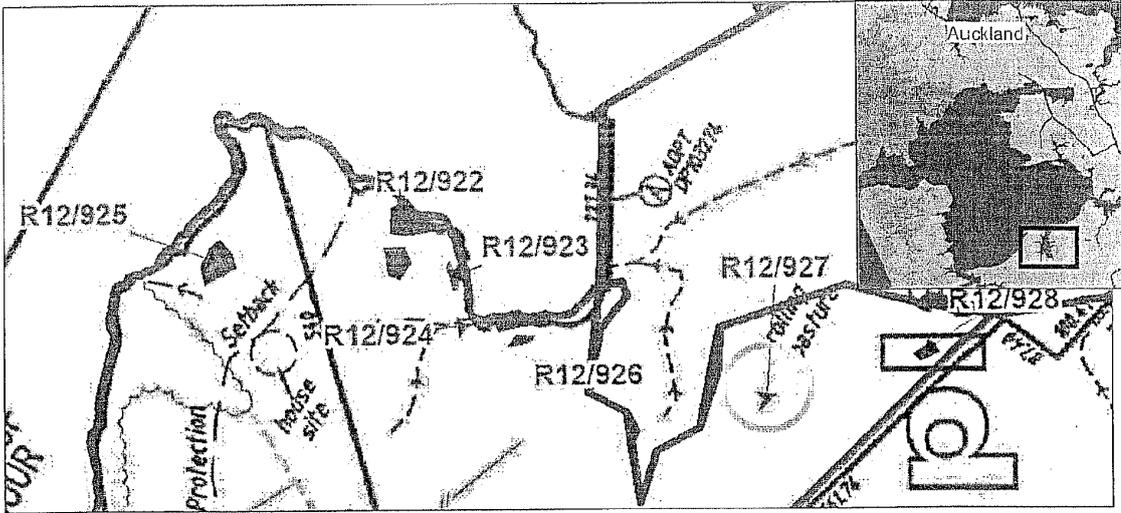


Upper area of midden R12/926



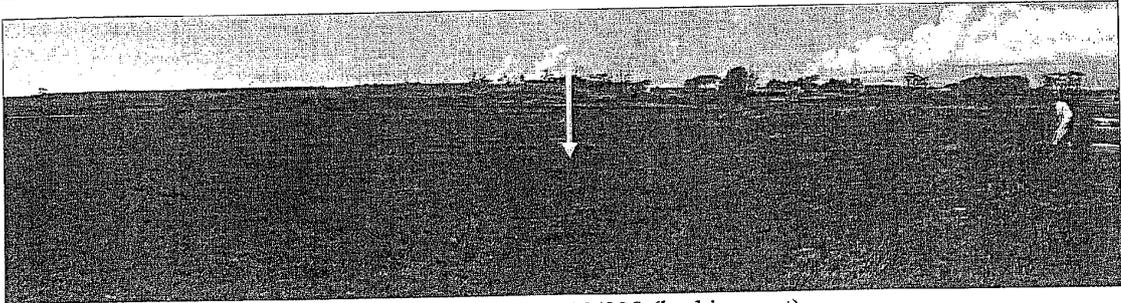
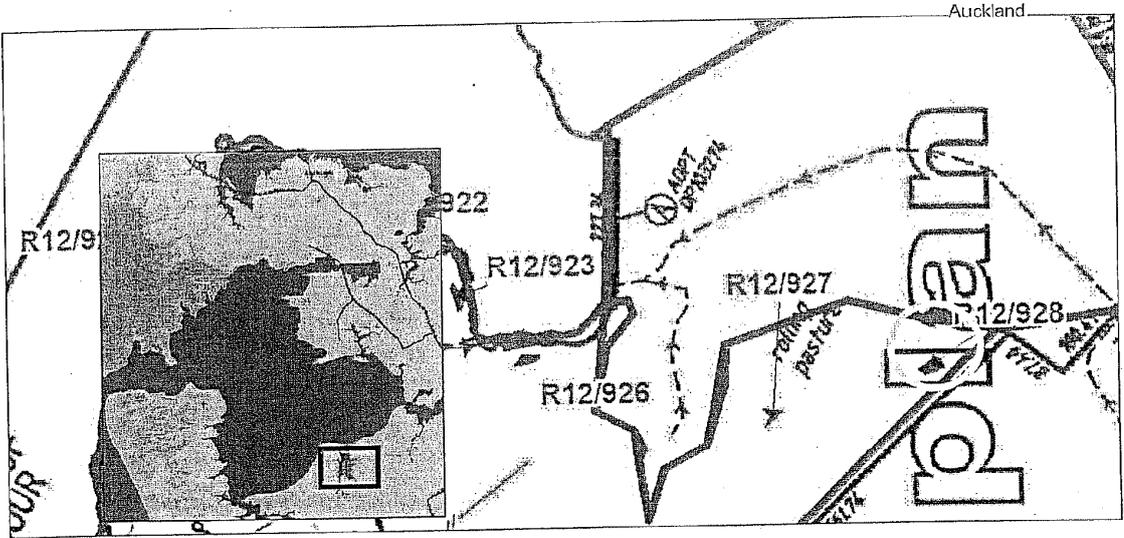
Lower area of site

R12/927, CONTINUED

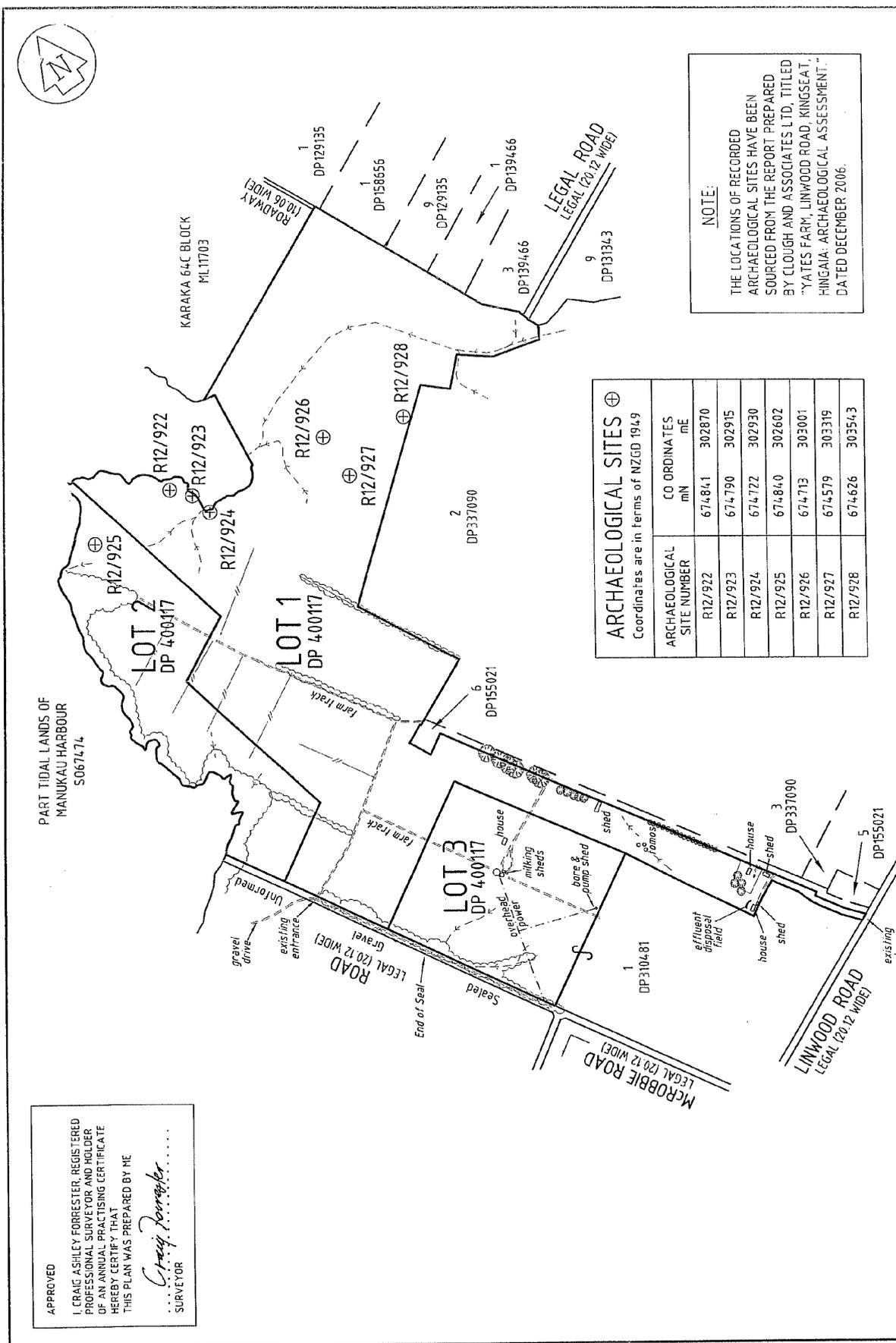


View of area of site R12/927

R12/928, CONTINUED



View of area of site R12/928 (looking east)



ARCHAEOLOGICAL SITES ⊕
Coordinates are in terms of NZGD 1949

ARCHAEOLOGICAL SITE NUMBER	CO ORDINATES mN	mE
R12/922	674841	302870
R12/923	674790	302915
R12/924	674722	302930
R12/925	674840	302602
R12/926	674713	303001
R12/927	674579	303319
R12/928	674626	303543

NOTE:
THE LOCATIONS OF RECORDED ARCHAEOLOGICAL SITES HAVE BEEN SOURCED FROM THE REPORT PREPARED BY CLOUGH AND ASSOCIATES LTD, TITLED "YATES FARM, LINWOOD ROAD, KINGSEAT, HINGAIA- ARCHAEOLOGICAL ASSESSMENT", DATED DECEMBER 2006.

APPROVED
I, CRAIG ASHLEY FORRESTER, REGISTERED PROFESSIONAL SURVEYOR AND HOLDER OF AN ANNUAL PRACTISING CERTIFICATE HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
Craig Forrester
SURVEYOR

HERITAGE FARM LIMITED

Client: THE SURVEYING COMPANY
Project: YOUR SUBDIVISION PROFESSIONALS
APPRAISAL HOUSE, 133 HALL STREET, PUKERIOE, NEW ZEALAND.
TEL: 04 455 4444, FAX: 04 455 4444

ARCHAEOLOGICAL SITE PLAN
DRAWN: M F
CHECKED: M F
SCALE: 1:1000
DATE: MARCH 2007
FILE REF: 949823

PROJECT: HERITAGE FARM LIMITED SITES ON LOTS 1 & 2 DP 400117

View Instrument Details



Instrument No 7992056.1
Status Registered
Date & Time Lodged 12 December 2008 12:35
Lodged By Kneebone, Sarah Anne
Instrument Type Easement Instrument



Affected Computer Registers	Land District
399118	North Auckland
399119	North Auckland
399120	North Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 7972294.10 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 7972294.12 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 7972294.11 has consented to this transaction and I hold that consent

Signature

Signed by Sarah Anne Kneebone as Grantor Representative on 12/12/2008 10:07 AM

Grantee Certifications

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

Signature

Signed by Robert James Voulk as Grantee Representative on 11/12/2008 03:26 PM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225
Easement instrument to grant easement or profit à prendre, or create land covenant
 Sections 90A and 90F, Land Transfer Act 1952

Land registration district
NORTH AUCKLAND



BARCODE

Grantor Surname(s) must be underlined or in CAPITALS.

Linwood Acres Limited

Grantee
 Heritage Farm Limited

Surname(s) must be underlined or in CAPITALS.

Grant of easement or profit à prendre or creation of covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 28th day of November 2008

Attestation	
Signature [common seal] of Grantor Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Occupation Address	Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Occupation Address
Signature [common seal] of Grantor <i>Collyer Yates (Director)</i> Signature [common seal] of Grantee <i>David Lee (Director)</i>	Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Occupation Address

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

[Solicitor for] the Grantee

[†]If the consent of any person is required for the grant, the specified consent form must be used.
 REF: 703 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225
Annexure Schedule 1



Easement Instrument Dated 28-11-08 Page 1 of 3 pages

Schedule A (Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant	Refer to Annexure Schedule 2	Identifier 399120	Identifiers 399138 and 399119

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

Delete phrases in [] and insert memorandum number as required.
 Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.
 The implied rights and powers are [varied] [negative] [added to] or [substituted] by:
 Memorandum number _____, registered under section 155A of the Land Transfer Act 1952;
 [the provisions set out in Annexure Schedule 2].

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
 Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:
 Memorandum number _____, registered under section 155A of the Land Transfer Act 1952;
 Annexure Schedule 2].

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

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

Easement

Dated 28-11-08

Page 2 of 3 Pages

(Continue in additional Annexure Schedule, if required.)



ANNEXURE SCHEDULE 2

Background

- A. The Grantor is registered as proprietor of the servient tenement.
- B. The Grantee is registered as proprietor of the dominant tenement.
- C. For valuable consideration, the Grantor has agreed to covenant for itself and its successors in title as the registered proprietor for the time being and from time to time to the servient tenement as provided in this Easement Instrument.

Covenants

1. The Grantor covenants for itself and its successors in title as the registered proprietor for the time being and from time to time of the servient tenement for the benefit of the Grantee as registered proprietor of the dominant tenement that the Grantor will not object to, make a submission objecting to, frustrate, hinder or prevent, or procure any one to object to, make a submission objecting to, frustrate, hinder or prevent, any application for a resource, land use or any other consent or a plan change applied for by the Grantee to any authority having jurisdiction that relates to the use, amalgamation, subdivision or development of the dominant tenement for use as lifestyle blocks or residential lots.
2. The Grantor acknowledges and agrees that damages are not an adequate remedy in the event of a breach by the Grantor of the covenants contained in this Easement Instrument, and without limiting any other rights at law or in equity available to the Grantee, a breach of any of the covenants in this Easement Instrument shall entitle the Grantee and the Grantee's successors in title to immediate injunctive relief.
3. Notwithstanding any rule of law or equity to the contrary,
 - (a) the covenants contained in this Easement Instrument have been made by the parties for themselves and their respective successors in title and any persons deriving title under them and shall have effect as if those successors and other persons were expressed. Accordingly, the rights accruing to the Grantee under this Easement Instrument shall be enforceable at the suit of the Grantee for so long as the Grantee shall remain a registered proprietor of the dominant tenement, and upon transfer of the dominant tenement to any third party, the rights of the Grantee shall be enforceable by the successor(s) in title.
 - (b) the covenants contained in this Easement Instrument shall be forever binding upon the Grantor and its successors in title as registered proprietor of the servient tenement, and shall endure forever for the benefit of the Grantee and its successors in title.
 - (c) notwithstanding the requirements of section 224(b)(i) of the Resource Management Act (as amended or replaced, or similar statutory or other provision) which requires 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.

CE. WJ

Approved by Registrar-General of Land under No. 20022/5032

Annexure Schedule

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

Easement

Dated

28-11-08

Page 3

of 3 Pages



(Continue in additional Annexure Schedule, if required.)

registered proprietor to seek the consent of all interest holders to a vesting of land as road or reserve (which would include a grantee under a land covenant), the Grantee agrees that it shall not be necessary for the Grantor to seek the consent of the Grantee to a vesting of any part of the servient land as road or reserve and that the consent of the Grantee shall be deemed to have been provided by virtue of this clause; and

(d) sections 23(2), 275 to 279, and 301 to 306 of the Property Law Act 2007 shall apply.

4. The Grantor shall have liability under this Easement Instrument only in respect of breaches that occur while the Grantor is registered proprietor of the servient tenement. Should any part of the servient tenement be subdivided, then the liability of the registered proprietor of any subdivided lot shall be limited only to any breaches occurring on that subdivided lot only and not for any breach occurring on any other part of the servient tenement.

5. The covenants in this easement instrument shall expire on the 30th November 2033.

6. This Easement Instrument is governed by and shall be construed in accordance with the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.

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.

af *af*



View Instrument Details

Instrument No 7992056.2
Status Registered
Date & Time Lodged 12 December 2008 12:35
Lodged By Kneebone, Sarah Anne
Instrument Type Easement Instrument



Affected Computer Registers	Land District
399118	North Auckland
399119	North Auckland
399120	North Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 7972294.10 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 7972294.12 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 7972294.11 has consented to this transaction and I hold that consent

Signature

Signed by Robert James Voulk as Grantor Representative on 11/12/2008 03:26 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 Sarah Anne Kneebone as Grantee Representative on 12/12/2008 10:07 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/8225
Easement instrument to grant easement or profit à prendre, or create land covenant
 Sections 90A and 90F, Land Transfer Act 1952

Land registration district
NORTH AUCKLAND



Barcode
BARCODE

Grantor
Heritage Farm Limited
 Surname(s) must be underlined or in CAPITALS.

Grantee
Linwood Acres Limited
 Surname(s) must be underlined or in CAPITALS.

Grant of easement or profit à prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 28th day of November 2008

Attestation

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

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

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

[Solicitor for] the Grantee

¹If the consent of any person is required for the grant, the specified consent form must be used.
 REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225
Annexure Schedule 1



Easement Instrument Dated 28-11-08 Page 1 of 3 pages

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant	Refer Annexure Schedule 2	Identifiers 399118 and 399119	Identifier 399120

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

Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.
 The implied rights and powers are [varied] [negative] [added to] or [substituted] by:
 [Memorandum number _____], registered under section 155A of the Land Transfer Act 1952;
 [the provisions set out in Annexure Schedule 2].

Covenant provisions

Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:
 [Memorandum number _____], registered under section 155A of the Land Transfer Act 1952;
 [Annexure Schedule 2].

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

CF. WJ

Approved by Registrar-General of Land under No. 2002/5032

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

Easement

Dated 28-11-08

Page 2 of 3 Pages

(Continue in additional Annexure Schedule, if required.)



ANNEXURE SCHEDULE 2

Background

- A. The Grantor is registered as proprietor of the dominant tenement.
- B. The Grantee is registered as proprietor of the dominant tenement.
- C. For valuable consideration, the Grantor has agreed to covenant for itself and its successors in title as the registered proprietor for the time being and from time to time of the servient tenement as provided in this Easement Instrument.

Covenants

1. The Grantor covenants for itself and its successors in title as the registered proprietor for the time being and from time to time of the servient tenement for the benefit of the Grantee as registered proprietor of the dominant tenement that the Grantor will not object to, make a submission objecting to, frustrate, hinder or prevent, or procure any one to object to, make a submission objecting to, frustrate, hinder or prevent, any application for a resource, land use or any other consent or a plan change applied for by the Grantee to any authority having jurisdiction that relates to the use, amalgamation, subdivision or development of the dominant tenement for use as lifestyle blocks or residential lots.
2. The Grantor acknowledges and agrees that damages are not an adequate remedy in the event of a breach by the Grantor of the covenants contained in this Easement Instrument, and without limiting any other rights at law or in equity available to the Grantee, a breach of any of the covenants in this Easement Instrument shall entitle the Grantee and the Grantee's successors in title to immediate injunctive relief.
3. Notwithstanding any rule of law or equity to the contrary,
 - (a) the covenants contained in this Easement Instrument have been made by the parties for themselves and their respective successors in title and any persons deriving title under them and shall have effect as if those successors and other persons were expressed. Accordingly, the rights accruing to the Grantee under this Easement Instrument shall be enforceable at the suit of the Grantee for so long as the Grantee shall remain a registered proprietor of the dominant tenement, and upon transfer of the dominant tenement to any third party, the rights of the Grantee shall be enforceable by the successor(s) in title;
 - (b) the covenants contained in this Easement Instrument shall be forever binding upon the Grantor and its successors in title as registered proprietor of the servient tenement, and shall endure forever for the benefit of the Grantee and its successors in title;
 - (c) notwithstanding the requirements of section 224(b)(i) of the Resource Management Act (as amended or replaced, or similar statutory or other provision) which requires 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.

CF *MB*

Approved by Registrar-General of Land under No. 2002/5032

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

Annexure Schedule

Easement

Dated

28-11-08

Page

3

of

3

Pages



(Continue in additional Annexure Schedule, if required.)

registered proprietor to seek the consent of all interest holders to a vesting of land as road or reserve (which would include a grantee under a land covenant), the Grantee agrees that it shall not be necessary for the Grantor to seek the consent of the Grantee to a vesting of any part of the servient land as road or reserve and that the consent of the Grantee shall be deemed to have been provided by virtue of this clause; and

(d) sections 23(2), 275 to 279, and 301 to 306 of the Property Law Act 2007 shall apply.

4. The Grantor shall have liability under this Easement Instrument only in respect of breaches that occur while the Grantor is registered proprietor of the servient tenement. Should any part of the servient tenement be subdivided, then the liability of the registered proprietor of any subdivided lot shall be limited only to any breaches occurring on that subdivided lot only and not for any breach occurring on any other part of the servient tenement.

5. The covenants in this easement instrument shall expire on the 30th November 2033.

6. This Easement Instrument is governed by and shall be construed in accordance with the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.

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.

CF *MB*



View Instrument Details

Instrument No 10616311.10
Status Registered
Date & Time Lodged 14 December 2016 10:36
Lodged By Tan, Jacintha
Instrument Type Easement Instrument



Affected Computer Registers	Land District
744109	North Auckland
744110	North Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- Mortgage 9549650.4 is being discharged/extinguished in a prior dealing or in the same dealing

Signature

Signed by Jacintha Tan as Grantor Representative on 13/12/2016 10:55 AM

Grantee Certifications

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

Signature

Signed by Robert James Voulk as Grantee Representative on 09/12/2016 11:04 AM

*** End of Report ***

Form B

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

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

Grantor

KARAKA LAKEVIEW LIMITED

Grantee

HERITAGE FARM LIMITED

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

The **Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement, <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way, Right to Convey Electricity, Right to Convey Telecommunications and Computer Media	E on DP 500236	Lot 1 on DP 500236 in Identifier 744109	Lot 2 on DP 500236 in Identifier 744110

Form B - continued

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

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

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

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

[the provisions set out in the Annexure Schedule]

Covenant provisions

Delete phrases in [] and insert Memorandum number as required; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

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

[~~the Annexure Schedule~~]

Form L

Annexure Schedule

Page 1 of 3 Pages

*Insert instrument type***Easement Instrument to grant easement or profit a prendre, or create land covenant***Continue in additional Annexure Schedule, if required***1. GRANTEE'S ACKNOWLEDGEMENTS AND COVENANTS**

Notwithstanding that the easements granted under this Easement Instrument are subject to section 243 of the Resource Management Act 1991,

- 1.1** the Grantee agrees that the grant of the easements contained in this Easement Instrument shall be subject to the Grantor's right to form a public road over the easement area or such part or parts thereof as required by the Grantor, subject to alternative access being provided to the Grantee for continued access to the dominant tenement if any part of the easement area is not available for use by the Grantee.
- 1.2** The Grantee acknowledges that during the term of the grant, the Grantor and/or its related entities may be carrying out subdivision and development works on the servient tenement (including the easement area) or on land adjoining the dominant tenement and/or the servient tenement.
- 1.3** The grant of the easements contained in this Easement Instrument is intended for a term from the date of this Easement Instrument until such time as the Grantee has road access from Linwood Road, that is adequate for use by a milk tanker to gain access up to a point along the common boundary between the servient tenement and the dominant tenement. For clarity, the Grantee acknowledges that this does not necessarily mean that a public road will be formed over the easement area, but rather that the Grantee has access from Linwood Road that meets the following criteria:
- a. is adequate for use by a milk tanker, and
 - b. ends at any point along the common boundary between the servient tenement and the dominant tenement

("Alternative Access").

At any time when Alternative Access is available to the Grantee, the Grantee will, if required by the Grantor, execute an easement surrender instrument in respect of the easements.

The Grantor may require the Grantee to progressively surrender the easements as it is likely that the Alternative Access will be constructed on a staged basis and may require access to be achieved via a combination of public road and easement. In such a case, the Grantor may require that the Grantee executes an easement surrender instrument to partially surrender the easements over those parts of the easement area that can be replaced by use of the Alternative Access or any part of the Alternative Access.

Whenever the Grantor requires the Grantee to surrender the easement area or each part of the easement area, the Grantor will apply to the territorial authority for a revocation of the easements over the easement area or relevant part of the easement area, so that the surrender or partial surrender may be effected. The Grantee agrees that it will not object to, make a submission objecting to, frustrate, hinder or prevent, or procure any one to object to, make a submission

Form L

Annexure Schedule

Page 2 of 3 Pages

Insert instrument type

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

objecting to, frustrate, hinder or prevent, any such application by the Grantee.

The Grantee shall not be required to execute a surrender of all or part of the easement unless the Alternative Access provided to the Grantee is by registered easement or public road or a combination of both.

2. CONSENT OF GRANTEE TO VESTING

Without limiting the foregoing, the Grantee hereby consents to the vesting of the easement area or any part thereof as a public road. Any person (including, without limitation, the Grantor's lawyer) certifying and signing any dealing in Landonline for registration may rely upon this clause as the Grantee's consent to the vesting of the easement area or any part thereof as a public road.

View Instrument Details



Instrument No 11485272.3
Status Registered
Date & Time Lodged 22 October 2019 10:06
Lodged By Tan, Jacintha
Instrument Type Easement Instrument



Affected Records of Title	Land District
744109	North Auckland
895785	North Auckland

Annexure Schedule Contains 3 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 10616311.11 has consented to this transaction and I hold that consent

Signature

Signed by Jacintha Tan as Grantor Representative on 22/10/2019 10:01 AM

Grantee Certifications

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

Signature

Signed by Jacintha Tan as Grantee Representative on 22/10/2019 10:01 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

KARAKA LAKEVIEW LIMITED

Grantee

KINGSEAT VILLAGE LIMITED

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

The **Grantor** being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

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

Purpose (Nature and extent) of easement or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title or in gross)
Right of Way, Right to Convey Electricity, Right to Convey Telecommunications	E and F on DP 537875	Lot 1 on DP 500236 in Identifier 744109	Lot 3 on DP 400117 in Identifier 895785

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

[~~Memorandum number~~, registered under section 209 of the Land Transfer Act 2017]

[the provisions set out in the Annexure Schedule]

Annexure Schedule

1. GRANTEE'S ACKNOWLEDGEMENTS AND COVENANTS

Notwithstanding that the easements granted under this Easement Instrument are subject to section 243 of the Resource Management Act 1991,

- 1.1** the Grantee agrees that the grant of the easements contained in this Easement Instrument shall be subject to the Grantor's right to form a public road over the easement area or such part or parts thereof as required by the Grantor, subject to alternative access being provided to the Grantee for continued access to the benefited land if any part of the easement area is not available for use by the Grantee.
- 1.2** The Grantee acknowledges that during the term of the grant, the Grantor and/or its related entities may be carrying out subdivision and development works on the burdened land (including the easement area) or on land adjoining the benefited land and/or the burdened land.
- 1.3** The grant of the easements contained in this Easement Instrument is intended for a term from the date of this Easement Instrument until such time as the Grantee has road access from Linwood Road. For clarity, the Grantee acknowledges that this does not necessarily mean that a public road will be formed over the easement area, but rather that the Grantee has access from Linwood Road ("**Alternative Access**").

At any time when Alternative Access is available to the Grantee, the Grantee will, if required by the Grantor, execute an easement surrender instrument in respect of the easements.

The Grantor may require the Grantee to progressively surrender the easements as it is likely that the Alternative Access will be constructed on a staged basis and may require access to be achieved via a combination of public road and easement. In such a case, the Grantor may require that the Grantee executes an easement surrender instrument to partially surrender the easements over those parts of the easement area that can be replaced by use of the Alternative Access or any part of the Alternative Access.

Whenever the Grantor requires the Grantee to surrender the easement area or each part of the easement area, the Grantor will apply to the territorial authority for a revocation of the easements over the easement area or relevant part of the easement area, so that the surrender or partial surrender may be effected. The Grantee agrees that it will not object to, make a submission objecting to, frustrate, hinder or prevent, or procure any one to object to, make a submission objecting to, frustrate, hinder or prevent, any such application by the Grantee.

The Grantee shall not be required to execute a surrender of all or part of the easement unless the Alternative Access provided to the Grantee is by registered easement or public road or a combination of both.

2. CONSENT OF GRANTEE TO VESTING

Without limiting the foregoing, the Grantee hereby consents to the vesting of the easement area or any part thereof as a public road. Any person (including, without limitation, the Grantor's lawyer) certifying and signing any dealing in Landonline for registration may rely upon this clause as the Grantee's consent to the vesting of the easement area or any part thereof as a public road.

ANNEXURE SCHEDULE - CONSENT FORM'

Land Transfer Act 2017

<p>Person giving consent <i>Surname must be underlined</i></p> <p><u>Heritage Farm Limited</u></p>	<p>Capacity and Interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i></p> <p>Mortgagee under Mortgage 10616311.11 of the land in Identifier 744109 (North Auckland Registry).</p>
---	--

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

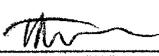
[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the **Person giving consent hereby consents to**

the within easement instrument to create right of way over "E" and "F" on Plan 537875.

Dated this 18th day of July 2019

Attestation

 <p>Signature [Common seal] of Person giving consent</p>	<p>Signed in my presence by the Person giving consent</p>  <p>Signature of Witness</p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):</i></p> <p>Witness name TRACY THOMSON</p> <p>Occupation KNOWLEDGE SPECIALIST</p> <p>Address 1016 LINWOOD ROAD KARAKA.</p>
---	--

View Instrument Details



Instrument No 11485272.2
Status Registered
Date & Time Lodged 22 October 2019 10:06
Lodged By Tan, Jacintha
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
895783	North Auckland
895784	North Auckland

Annexure Schedule Contains 2 Pages.

Signature

Signed by Jacintha Tan as Territorial Authority Representative on 22/10/2019 10:01 AM

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

In the matter of the Resource Management
Act 1991 (The Act)
and
in the matter of a subdivision of land in the
North Auckland Land
Registration District shown on
DP 537875

CONSENT NOTICE

(Pursuant to Section 221 of the Act)

I hereby certify that THE AUCKLAND COUNCIL granted its consent SUB60333422 to the subdivision of Lot 1 DP 310481 shown on DP 537875 subject to conditions, including the requirement of the owners of Lots 1 and 2 (inclusive) DP 537875 to comply with the following condition on a continuing basis at no cost to the Council.

Condition 4a – Roading Works (Affects Lot 2 DP 537875)

1. Any development, including new buildings on the affected Lot shall be accompanied by a Roading Plan prepared to the satisfaction of the Council for the relevant section of public road adjoining the frontage of the affected Lot that is identified as 'Road A' on Precinct Plan 9 under Chapter I418 Kingseat Precinct of the Auckland Unitary Plan (Operative in Part) or any equivalent district plan provision. The Roading Plan shall include the intersection of Linwood and Kingseat Roads with McRobbie Road.
2. Required road works associated with the above mentioned section of the public road must either:
 - a. Be proposed to be undertaken concurrent with the development proposed on the affected Lot in accordance with the approved Roading Plan to the centreline of the adjoining public road, or
 - b. Be otherwise enabled in the future by way of a mutually agreed roading infrastructure development agreement between the Council and the applicant, or
 - c. Have already been completed

Condition 4b – Infrastructure Servicing (Affects Lots 1 and 2 (inclusive) DP 537875)

In the event that public wastewater, stormwater, water supply, electricity, and/or telecommunication services connections are not available at/or within the boundary of any part of the affected Lots, the owner shall provide connections to these services to the satisfaction of, and at no cost, to the Council.

Dated at Manukau this 27th day of August 2019.

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



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

B422360-2 EC

Approved by the District Land Registrars: North Auckland 4221/75. South Auckland H.008116/1974. Canterbury 957768. Marlborough 75776. Gisborne 112239.9. Hawkes Bay 303051. Taranaki 217464.1. Wellington A038045. Westland 45629.

EASEMENT CERTIFICATE

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

I, JOSEPH LESLIE GILLIES of Papakura, Retired and
CONSTANCE GILLIES His wife

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the 3rd day of August 19 84 under No. 102662 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE
DEPOSITED PLAN NO. 102662

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right to convey water	part Lot 1 DP 102662	Marked "A" on D.P. 102662	Lot 2 D.P. 102662	56C/589 (Servient tenement) 56C/860 (Dominant tenement)

N.B. On no account should this margin be used

N.B. On no account should this margin be used

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

1. Rights and powers:

The rights and powers are as set out in the Seventh Schedule to the Land Transfer Act 1952.

N.B. On no account should this margin be used

N.B. On no account should this margin be used

EASEMENT CERTIFICATE

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

Correct for purposes of the Land Transfer Act

(Solicitor for) the registered proprietor

N.B. On no account should this margin be used

N.B. On no account should this margin be used

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

District
Land Registrar
Assistant
of the District of

5cc/859
5cc/860

Gillman

2000 JUL 85 L 422260 2

RICE CRAIG HERBERT & CO.
SOLICITORS, PAKAKURA (GAC)



CERTIFICATE OF NON REVOCATION OF POWER OF
ATTORNEY

I, GARY ALLAN CRAIG of Papakura, Solicitor

HEREBY CERTIFY :

1. THAT by deed dated 29th September 1983.
(a copy of which Deed is deposited in the Land Transfer
Office at Auckland Under No. B287581.3)

JOSEPH LESLIE GILLIES of South Auckland, Farmer
appointed me his attorney on the terms and subject to
the conditions set out in the said Deed.

2. THAT at the date hereof I have not received any
notice or information of the revocation of that
appointment by the death of the said

JOSEPH LESLIE GILLIES
or otherwise.

SIGNED at Papakura
19.85

this 30th day of May



Full
copy

10. 6. 85

CERTIFICATE OF NON REVOCATION OF POWER OF
ATTORNEY

I, GARY ALLAN CRAIG of Papakura, Solicitor

HEREBY CERTIFY :

1. THAT by deed dated 29th September 1983
(a copy of which Deed is deposited in the Land Transfer
Office at Auckland Under No. B287581.2)

CONSTANCE GILLIES of South Auckland, Farmer

appointed me his attorney on the terms and subject to
the conditions set out in the said Deed.

2. THAT at the date hereof I have not received any
notice or information of the revocation of that
appointment by the death of the said

CONSTANCE GILLIES
or otherwise.

SIGNED at
1985

this 30th day of May



Full
CB

10. 6. 85

Approved by Registrar-General of Land under No. 2002/6055

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

Land registration district

NORTH AUCKLAND



EI 7274834.5 Easemen

Copy - 01/01.Pgs - 002.19/03/07.07:43



Grantor

Surname(s) *mu*

Paramjit Singh PABLA AND Kuldip PABLA

Grantee

Surname(s) must be underlined or in CAPITALS.

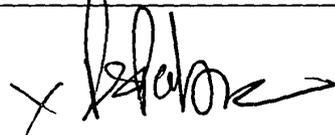
Pamela Gaye HALLAM

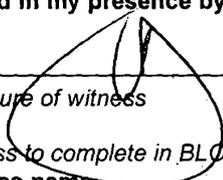
Grant* of easement or profit à prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

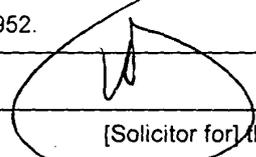
Dated this 9 day of March 2007

Attestation

 	<p>Signed in my presence by the Grantor</p> 
	<p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name KANTILAL BALU</p> <p>Occupation BARRISTER & SOLICITOR</p> <p>Address AUCKLAND</p>
<p>Signature [common seal] of Grantor</p>	

	<p>Signed in my presence by the Grantee</p> 
	<p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name DIANA JANE JENKIN</p> <p>Occupation Solicitor</p> <p>Address AUCKLAND</p>
<p>Signature [common seal] of Grantee</p>	

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



[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1



Easement instrument

Dated

9/3 2007

Page

2

of

2

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Water Supply	(A) (C)	Lot 1 DP 380126 NA321087	Lot 2 DP 380126 NA321088

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

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~[varied]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~{Memorandum number _____, registered under section 155A of the Land Transfer Act 1952}~~

~~{the provisions set out in Annexure Schedule 2}~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~{Memorandum number _____, registered under section 155A of the Land Transfer Act 1952}~~

~~{Annexure Schedule 2}~~

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

[Handwritten signatures: Kuldip, J. Gallon, K.B.]



Title Plan - DP 537875

Survey Number DP 537875
Surveyor Reference 1120-145260-01 Linwood Rd
Surveyor Steven Robert Mills
Survey Firm Harrison Grierson Consultants Ltd
Surveyor Declaration I Steven Robert Mills, being a licensed cadastral surveyor, certify that:
(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and
(b) the survey was undertaken by me or under my personal direction.
Declared on 21 Oct 2019 12:47 PM

Survey Details

Dataset Description Lots 1, 2 and 100 Being a Subdivision of Lot 1 DP 310481 and Easements over Lot 1 DP 500236
Status Deposited
Land District North Auckland
Submitted Date 21/10/2019
Survey Class Class B
Survey Approval Date 22/10/2019
Deposit Date 22/10/2019

Territorial Authorities

Auckland Council

Comprised In

RT 399120
RT 744109

Created Parcels

Parcels	Parcel Intent	Area	RT Reference
Lot 1 Deposited Plan 537875	Fee Simple Title	31.3840 Ha	895783
Lot 2 Deposited Plan 537875	Fee Simple Title	2.6208 Ha	895784
	Road	0.3963 Ha	
Area A Deposited Plan 537875	Easement		
Area B Deposited Plan 537875	Easement		
Area C Deposited Plan 537875	Easement		
Area E Deposited Plan 537875	Easement		
Area F Deposited Plan 537875	Easement		
Total Area		34.4011 Ha	

Schedule / Memorandum

Land Registration District

North Auckland

Survey Number

LT 537875

Territorial Authority (the Council)

Auckland Council

Memorandum of Easements

Last Edited: 27 Jun 2019 11:55:22

<u>Purpose</u>	<u>Shown</u>	<u>Servient Tenement (Burdened Land)</u>	<u>Dominant Tenement (Benefited Land)</u>
Right of Way	E, F	Lot 1 DP 500236	Lot 3 DP 400117
Right to convey electricity	E, F	Lot 1 DP 500236	Lot 3 DP 400117
Right to convey telecommunications	E, F	Lot 1 DP 500236	Lot 3 DP 400117

Schedule of Existing Easements

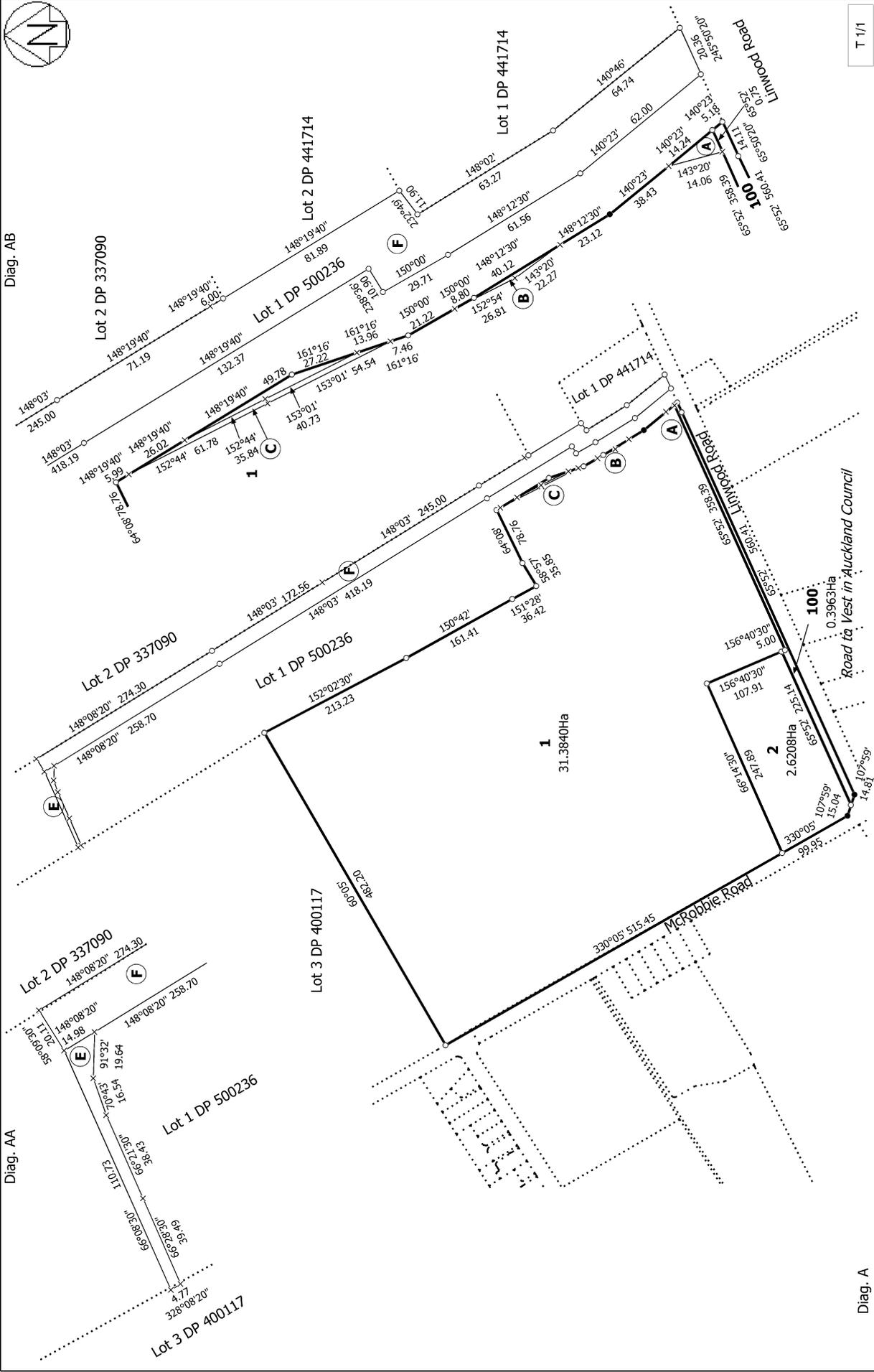
Last Edited: 27 Jun 2019 11:56:25

<u>Purpose</u>	<u>Shown</u>	<u>Servient Tenement (Burdened Land)</u>	<u>Creating Document Reference</u>
Right to convey electricity	A, B, C	Lot 1	EI 5451157.3



Diag. AB

Diag. AA



T 1/1

Diag. A

Land District: North Auckland

Lots 1, 2 and 100 Being a Subdivision of Lot 1 DP 310481 and Easements over Lot 1 DP 500236

Surveyor: Steven Robert Mills

Title Plan DP 537875

Deposited on: 22/10/2019

Digitally Generated Plan

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