



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




R. W. Muir
Registrar-General
of Land

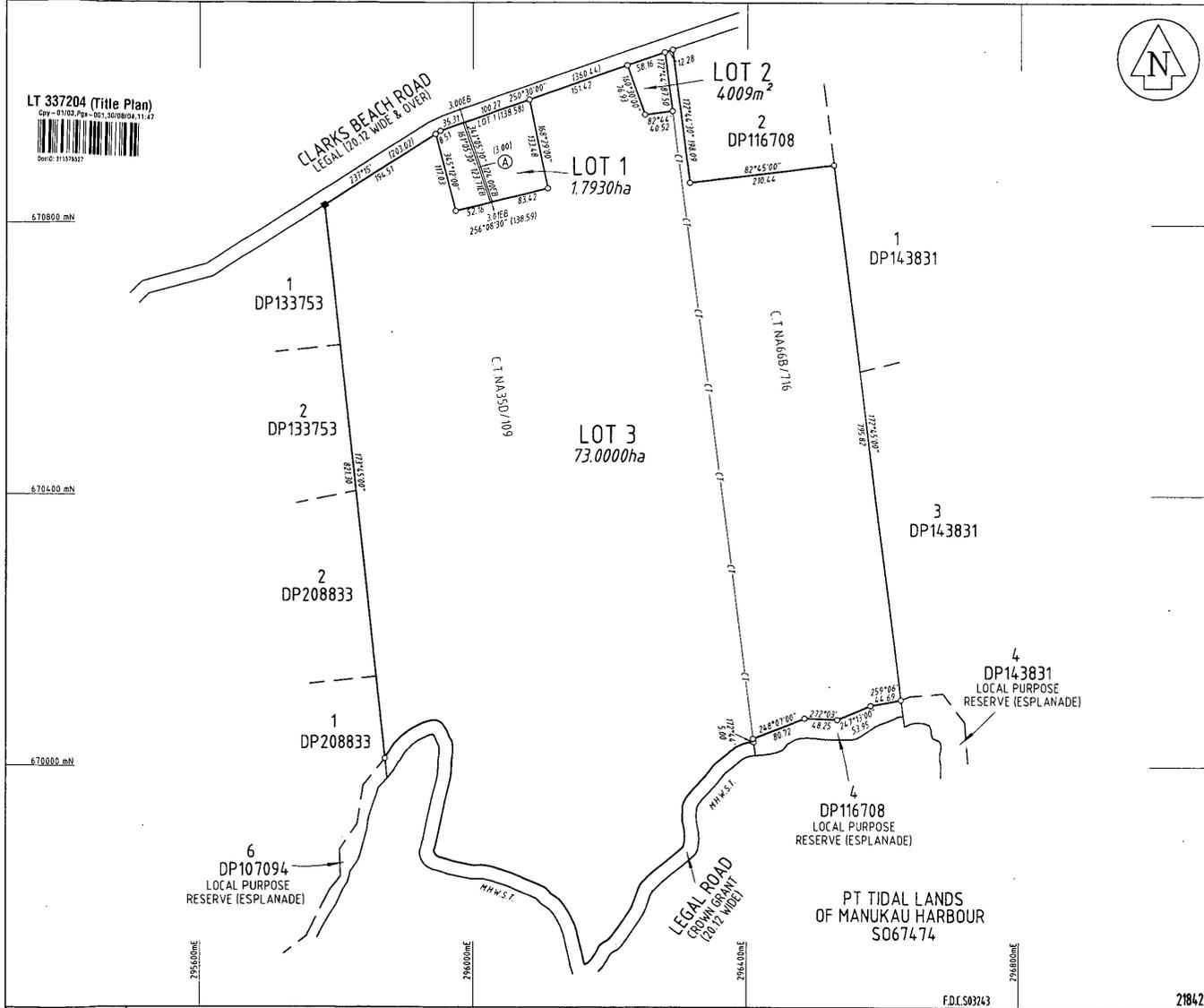
Identifier 152571
Land Registration District North Auckland
Date Issued 31 August 2004

Prior References
NA35D/109

Estate Fee Simple
Area 1.7930 hectares more or less
Legal Description Lot 1 Deposited Plan 337204
Registered Owners
Barry Robert Owen

Interests

Subject to a right to convey electricity over part marked A on DP 337204 created by Easement Instrument 6132590.3 - 31.8.2004 at 9:00 am
Land Covenant in Easement Instrument 6132590.4 - 31.8.2004 at 9:00 am



LT 337204 (Title Plan)
 Gov - 01/02/2004 - 001,20/08/04,31,47
 06/01/11378837



Approvals		REGISTERED OWNERS	
<i>S.R. Owen</i> OWENS ESTATES LIMITED			
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 ... JUNE ... 2004.			
<i>M. New</i> AUTHORISED OFFICER			
PROPOSED EASEMENT			
PURPOSE	SERVIENT TENEMENT	SHOWN	DOMINANT TENEMENT
RIGHT TO CONVEY ELECTRICITY	LOT 1	(A)	LOT 3
CLASS OF SURVEY			
LOTS 1 & 2 = CLASS II LOT 3 = CLASS III			
NEW C's T ALLOCATED			
LOT 1..... C.T.152571		LOT 2..... C.T.152572	
LOT 3..... C.T.152573			
Total Area		75.1939 ha	
Comprised in		C.T.NA66B/716 (A.L.L.) C.T.NA35D/109 (A.L.L.)	
I, NICOLE KATHARINE FRANCIS OF PUKERIOHE 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 <i>Nicole K</i>		Date 22-7-04	
Approved as to Survey by		Land Information New Zealand on 14 / 9 / 2004	
Deposited by		Land Information New Zealand on 31 / 8 / 2004	
File Received 30 JUL 2004		Instructions DP337204	

NORTH AUCKLAND LAND DISTRICT

LOTS 1 - 3 BEING A SUBDIVISION OF LOT 3 DP116708 AND WESTERN PART OF SECTION 29 PARISH OF WAIU

TERRITORIAL AUTHORITY FRANKLIN DISTRICT COUNCIL

Surveyed by THE SURVEYING COMPANY

Scale 1:4000 Date JUNE 2004

F.D.C.S03243 218422



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

Identifier **152573**
Land Registration District **North Auckland**
Date Issued 31 August 2004

Prior References

NA35D/109 NA66B/716

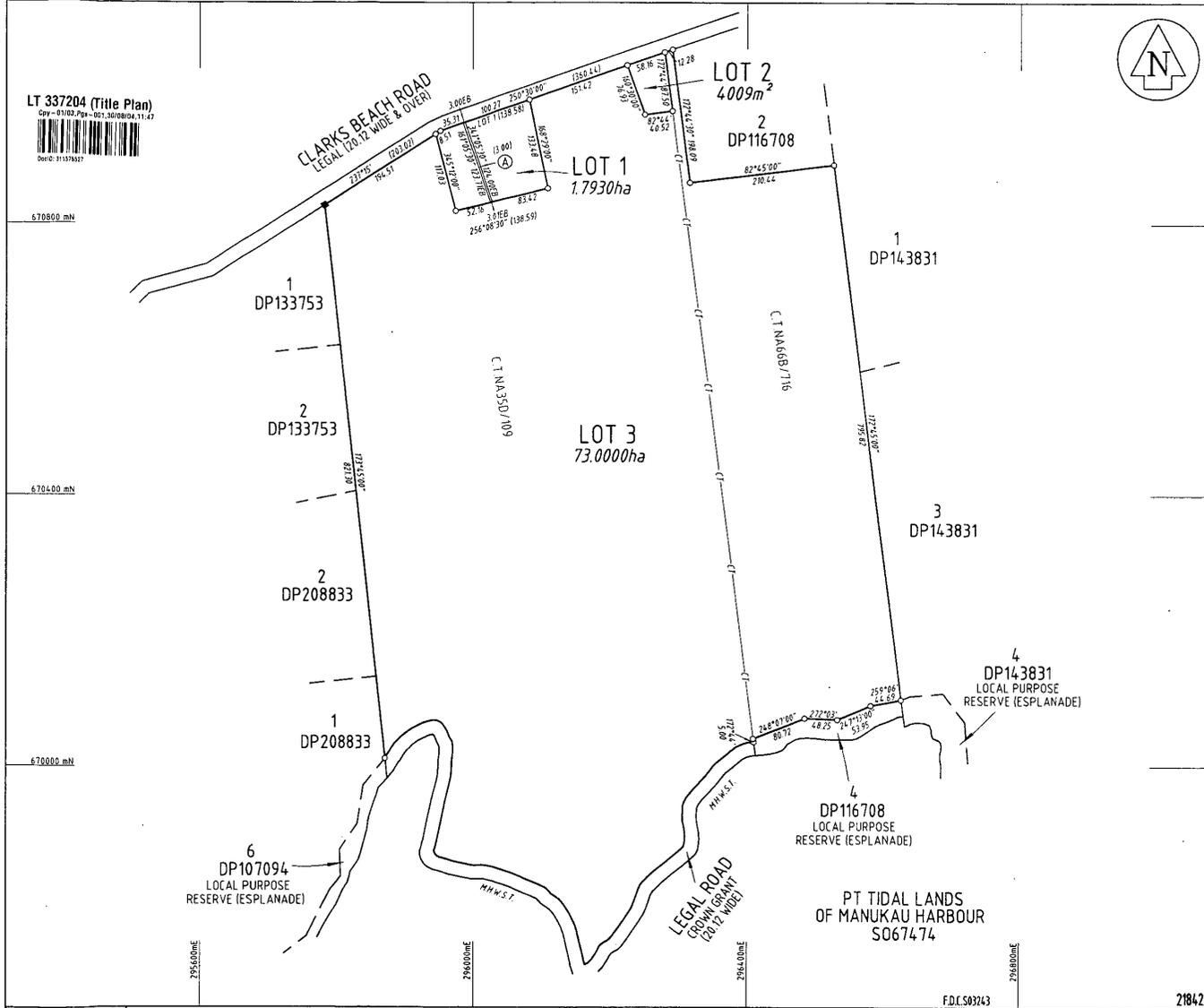
Estate Fee Simple
Area 73.0000 hectares more or less
Legal Description Lot 3 Deposited Plan 337204

Registered Owners

Daniel Elias Nakhle and Feroz Rahat Ali

Interests

Appurtenant hereto is a right to convey electricity created by Easement Instrument 6132590.3 - 31.8.2004 at 9:00 am
Land Covenant in Easement Instrument 6132590.4 - 31.8.2004 at 9:00 am
12541359.3 Mortgage to Westpac New Zealand Limited - 1.9.2022 at 3:23 pm



Approvals			
REGISTERED OWNER'S			
<i>S.R. Owen</i> OWENS ESTATES LIMITED			
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 ... JUNE ... 2004.			
[Signature] AUTHORISED OFFICER			
PROPOSED EASEMENT			
PURPOSE	SERVIENT TENEMENT	SHOWN	DOMINANT TENEMENT
RIGHT TO CONVEY ELECTRICITY	LOT 1	(A)	LOT 3
CLASS OF SURVEY			
LOTS 1 & 2 = CLASS II LOT 3 = CLASS III			
NEW C'S T ALLOCATED			
LOT 1..... C.T.152571		LOT 2..... C.T.152572	
LOT 3..... C.T.152573			
Total Area 75.1939 ha			
Comprised in C.T.NA66B/716 (A.L.L.) C.T.NA350/109 (A.L.L.)			
I, NICOLE KATHARINE FRANCIS OF PUKERIOHE 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 <i>Nicole K</i>		Date 22-7-04	
Approved as to Survey by			
Land Information New Zealand on		14 / 9 / 2004	
Deposited by			
Land Information New Zealand on		31 / 8 / 2004	
File Received 30 JUL 2004		Instructions	
DP337204			

NORTH AUCKLAND LAND DISTRICT

LOTS 1 - 3 BEING A SUBDIVISION OF LOT 3 DP116708 AND WESTERN PART OF SECTION 29 PARISH OF WAIU

TERRITORIAL AUTHORITY FRANKLIN DISTRICT COUNCIL

Surveyed by THE SURVEYING COMPANY

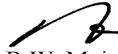
Scale 1:4000 Date JUNE 2004

F.D.C.S03243 218422



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

Identifier **1092346**
Land Registration District **North Auckland**
Date Issued 20 January 2023

Prior References
1052822

Estate Fee Simple
Area 28.8154 hectares more or less
Legal Description Lot 1020 Deposited Plan 578599 and Lot 1012, 1018 Deposited Plan 573987 and Lot 1001, 1003 Deposited Plan 560664 and Lot 801 Deposited Plan 526153 and Lot 200 Deposited Plan 567326

Registered Owners
Knight Investments Limited

Estate Fee Simple - 9/14 share
Area 847 square metres more or less
Legal Description Lot 300 Deposited Plan 526153

Registered Owners
Knight Investments Limited

Estate Fee Simple - 4/23 share
Area 760 square metres more or less
Legal Description Lot 100 Deposited Plan 560664

Registered Owners
Knight Investments Limited

Interests

11215438.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 28.11.2018 at 9:07 am (affects Lot 200 DP 567326 and Lots 100, 1001 and 1003 DP 560664)

Subject to a right (in gross) to convey telecommunications and computer media over part Lot 300 DP 526153 marked C on DP 526153 in favour of Chorus New Zealand Limited created by Easement Instrument 11215438.5 - 28.11.2018 at 9:07 am

Land Covenant in Easement Instrument 11215438.6 - 28.11.2018 at 9:07 am (affects Lots 1012 DP 573987, Lots 100, 1001, 1003 DP 560664, Lot 300, 801 DP 526153, Lot 200 DP 567326 and Lot 1020 DP 578599)

11322975.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Auckland Council - 18.12.2018 at 4:33 pm (affects Lot 1018 DP 573987)

12108484.1 Variation of Consent Notice 11215438.2 pursuant to Section 221(5) Resource Management Act 1991 - 30.8.2021 at 2:49 pm

Subject to a right (in gross) to convey telecommunications over Lot 100 DP 560664 marked A on DP 560664 in favour of Chorus New Zealand Limited created by Easement Instrument 12114978.2 - 23.12.2021 at 11:28 am

The easement created by Easement Instrument 12114978.2 is subject to Section 243(a) Resource Management Act 1991

Subject to a right of way (in gross) over Lot 100 DP 560664 marked A on DP 560664 in favour of the Auckland Council created by Easement Instrument 12114978.3 - 23.12.2021 at 11:28 am

The easement created by Easement Instrument 12114978.3 is subject to Section 243(a) Resource Management Act 1991

Subject to a right of way over Lot 100 DP 560664 marked A on DP 560664 created by Easement Instrument 12114978.8 - 23.12.2021 at 11:28 am

Appurtenant to Lots 1001, 1003 DP 560664 is a right of way created by Easement Instrument 12114978.8 - 23.12.2021 at 11:28 am

The easement created by Easement Instrument 12114978.8 is subject to Section 243(a) Resource Management Act 1991

12114978.9 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 23.12.2021 at 11:28 am (affects Lots 100 & 1001, 1003 DP 560664)

Subject to a maintenance easement over part Lot 1001 DP 560664 marked P and part Lot 1003 DP 560664 marked N, all on DP 560664 created by Easement Instrument 12114978.10 - 23.12.2021 at 11:28 am

The easement created by Easement Instrument 12114978.10 is subject to Section 243(a) Resource Management Act 1991

12538036.3 Mortgage to Westpac New Zealand Limited - 26.8.2022 at 4:08 pm (affects Lot 1012 DP 573987, Lot 100, 1001, 1003 DP 560664, Lot 300, 801 DP 526153, Lot 200 DP 567326 and Lot 1020 DP 578599)

12538036.4 Mortgage to Westpac New Zealand Limited - 26.8.2022 at 4:08 pm (affects Lot 1018 DP 573987)

Subject to a right of way (in gross) over part Lot 1012 DP 573987 marked J on DP 573987, over part Lot 1018 DP 573987 marked I on DP 573987 and over part Lot 1020 DP 578599 marked Z on DP 578599 in favour of Auckland Council created by Easement Instrument 12428145.8 - 28.10.2022 at 11:32 am

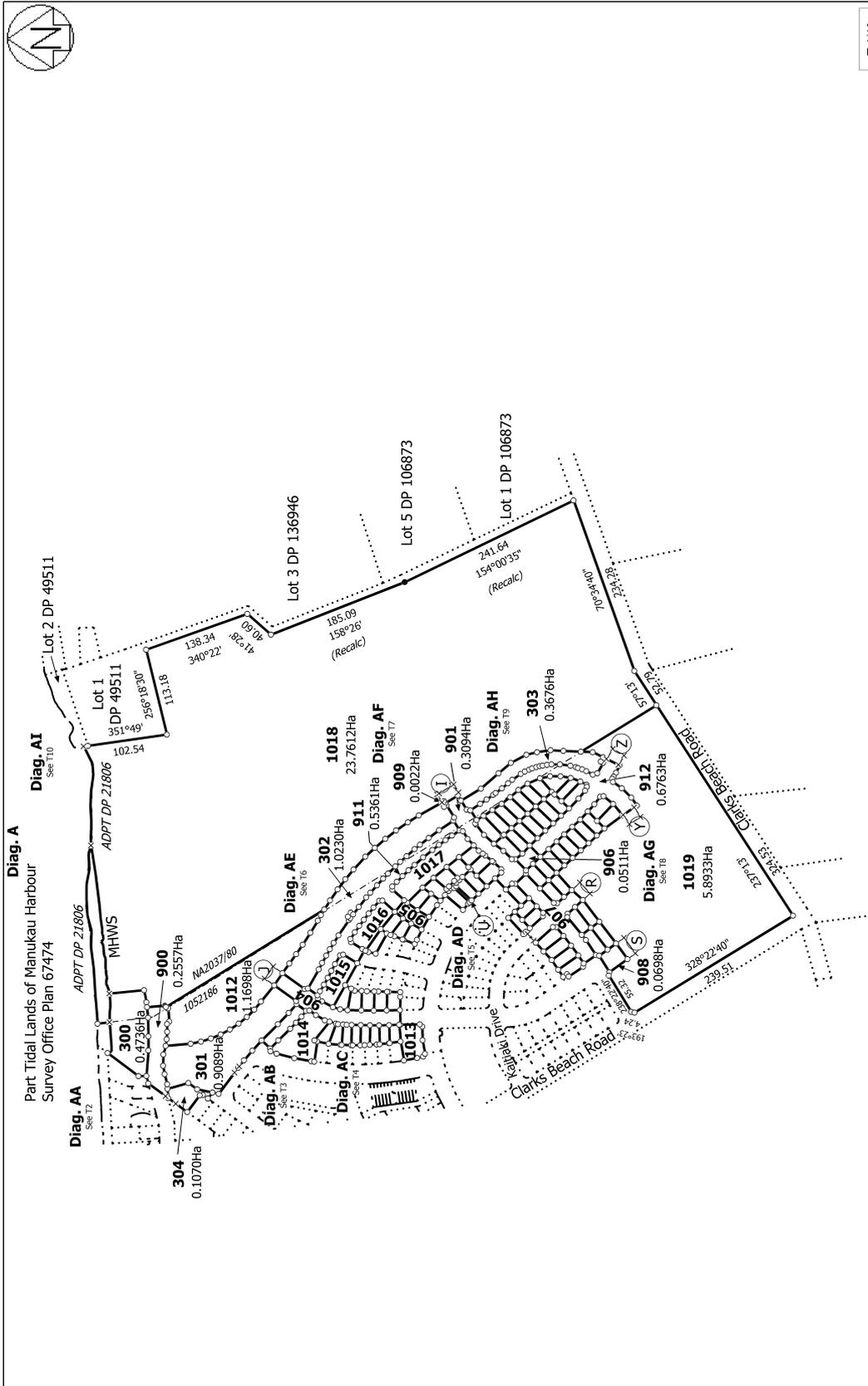
The easements created by Easement Instrument 12428145.8 are subject to Section 243 (a) Resource Management Act 1991

Subject to Section 241(2) and Sections 242(1) and (2) Resource Management Act 1991 (affects Lot 1012, 1018 DP 573987 and Lot 1020 DP 578599)

12597380.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 20.1.2023 at 3:33 pm (Affects Lot 1020 DP 578599)

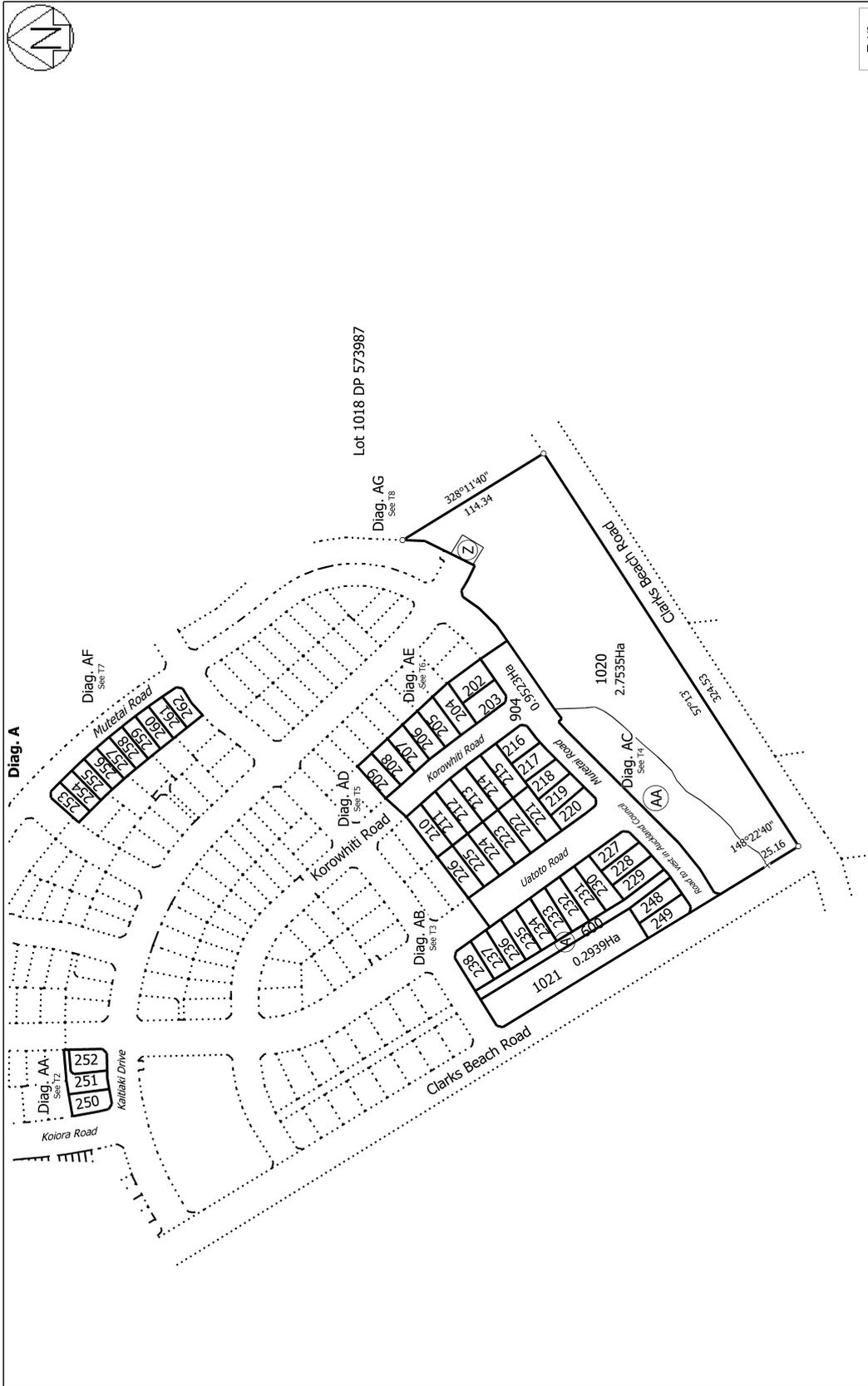
Subject to a right (in gross) to drain water over part Lot 1020 DP 578599 marked AA on DP 578599 in favour of Auckland Council created by Easement Instrument 12597380.5 - 20.1.2023 at 3:33 pm

The easements created by Easement Instrument 12597380.5 are subject to Section 243 (a) Resource Management Act 1991



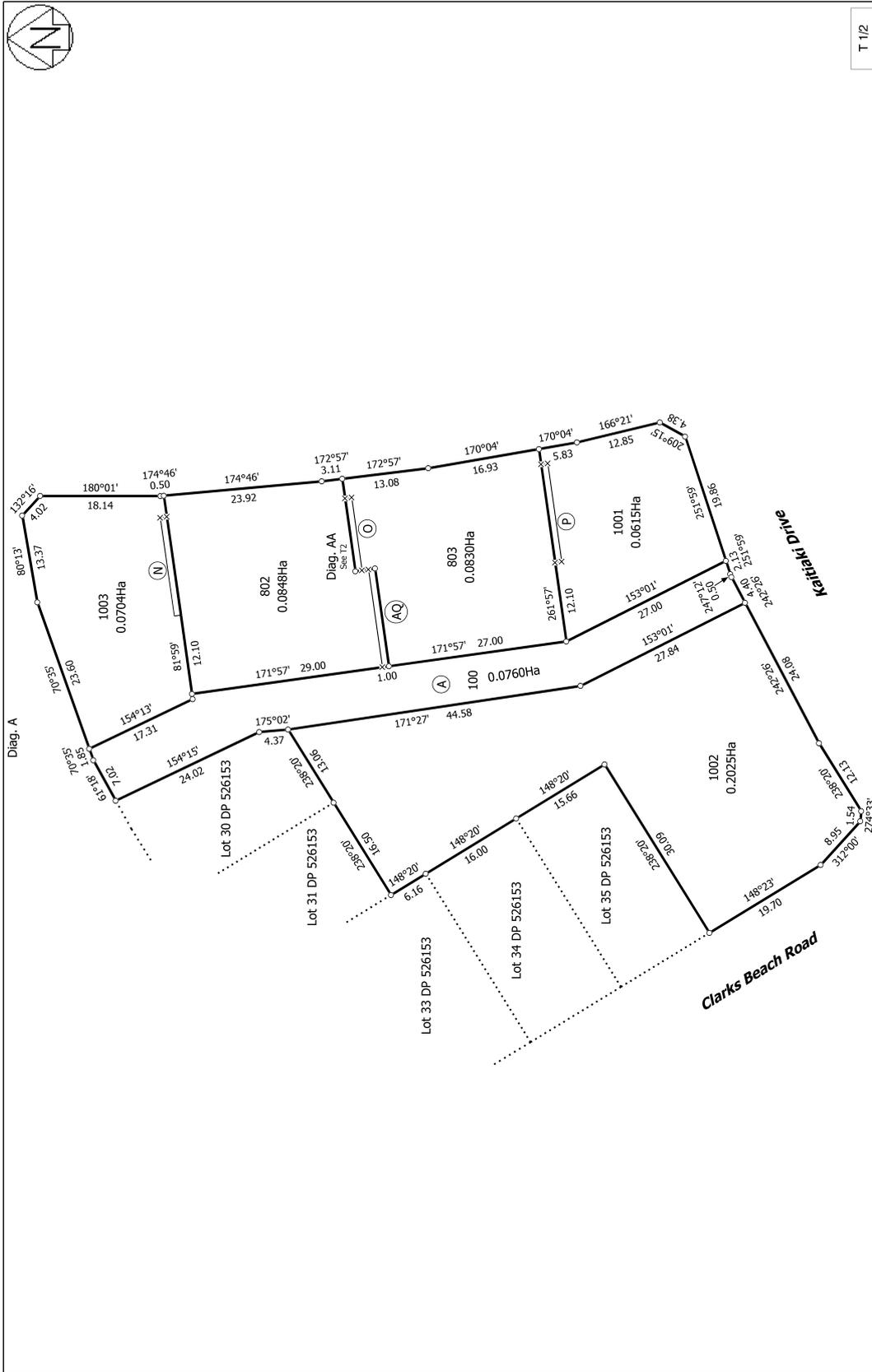
T 1/10

Land District: North Auckland	Surveyor: Campbell Lloyd Harvey Firm: Civilplan Consultants Limited	Title Plan LT 573987 Approved on: 9/11/2022
Digitally Generated Plan Generated on: 09/11/2022 12:58am Page 7 of 16		Lots 105 - 142, 179 - 201, 300 - 304, 600, 650-657, 900, 901, 904 - 912 and 1012 - 1019 Being a Subdivision of Lot 1004 DP 567326 and Part Lot 1 DP 21806



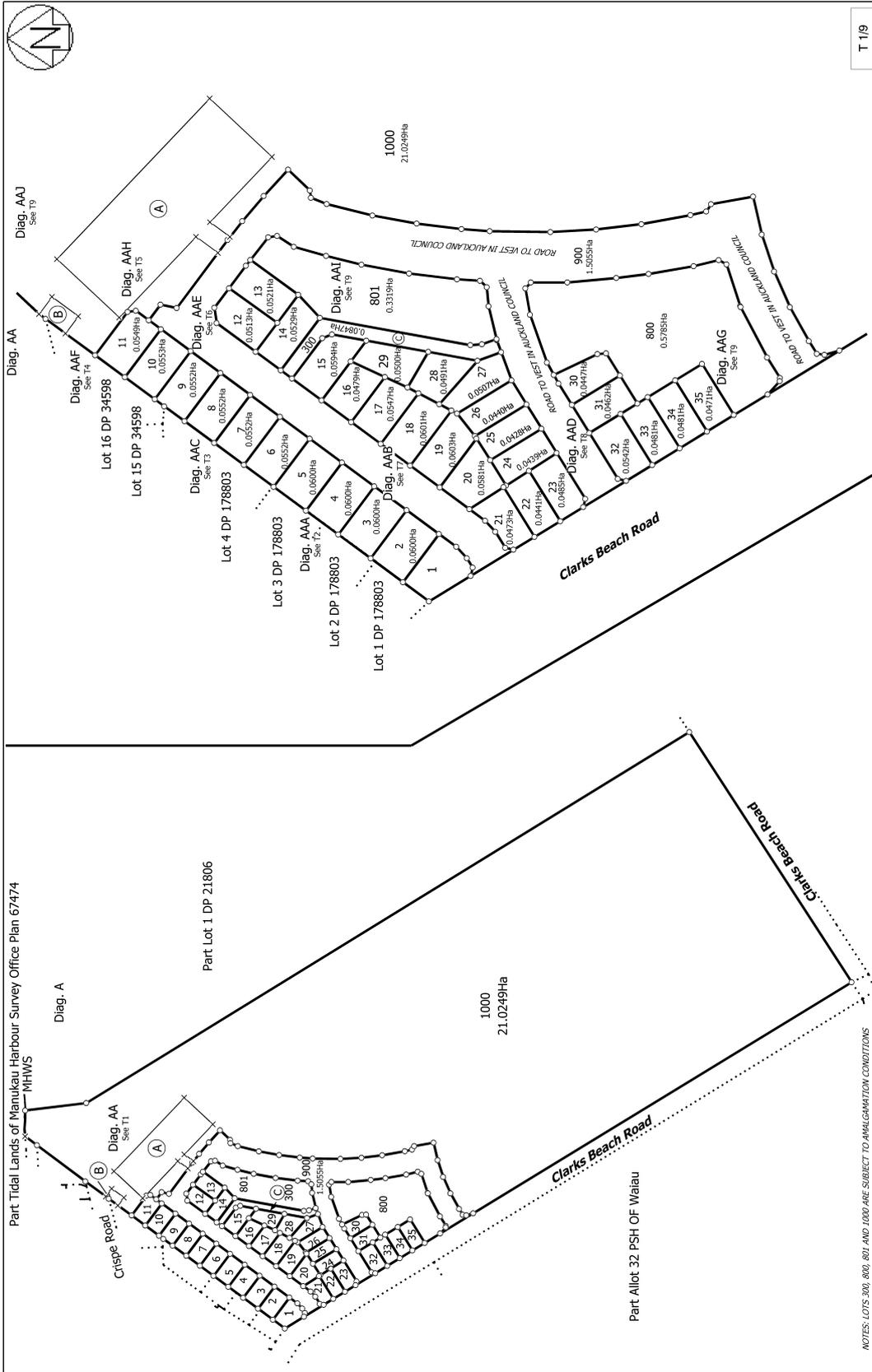
T 118

<p>Land District: North Auckland</p> <p>Digitally Generated Plan</p> <p>Generated on: 31/01/2023 4:33pm Page 4 of 11</p>	<p>Surveyor: Campbell Lloyd Harvey</p> <p>Firm: Civilplan Consultants Limited</p>	<p>Title Plan</p> <p>LT 578599</p> <p>Approved on: 31/01/2023</p>
<p>Lots 202-238, 248-262, 600, 904, 1020 and 1021 Being a Subdivision of Lots 1013, 1017 and 1019 DP 573987</p>		



T 112

<p>Land District: North Auckland</p> <p>Digitally Generated Plan</p> <p>Generated on: 20/01/2022 10:14am Page 3 of 4</p>	<p>Surveyor: Ronald Johannes Koenders</p> <p>Firm: Stewart Surveying Ltd</p>	<p>LOTS 100, 802, 803 AND 1001 TO 1003 BEING A SUBDIVISION OF LOT 800</p> <p>DP 526153</p>	<p>Title Plan</p> <p>LT 560664</p> <p>Approved on: 20/01/2022</p>
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T 19

Title Plan
 DP 526153

Surveyor: Ronald Johannes Koenders
 Firm: Stewart Surveying Ltd

LOTS 1-35, 300, 800, 801, 900, 1000 BEING A SUBDIVISION OF LOT 1 DP 527866

Land District: North Auckland
Digitally Generated Plan
 Generated on: 12/11/2018 03:58am Page 4 of 12

Deposited on: 28/11/2018

NOTES: LOTS 300, 800, 801 AND 1000 ARE SUBJECT TO AMALGAMATION CONDITIONS



**RECORD OF TITLE
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R. W. Muir
Registrar-General
of Land

Identifier **716504**
Land Registration District **North Auckland**
Date Issued 25 September 2019

Prior References

261640 688353

Estate Fee Simple
Area 4.9130 hectares more or less
Legal Description Lot 7 Deposited Plan 492607
Registered Owners
Byerley Park Limited

Interests

10098022.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 14.4.2016 at 12:35 pm (affects part formerly Lot 11 DP 485009)

11478639.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 25.9.2019 at 5:02 pm

Appurtenant hereto is a right of way created by Easement Instrument 11478639.9 - 25.9.2019 at 5:02 pm

The easements created by Easement Instrument 11478639.9 are subject to Section 243 (a) Resource Management Act 1991

11478639.11 Mortgage to Westpac New Zealand Limited - 25.9.2019 at 5:02 pm



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




R. W. Muir
Registrar-General
of Land

Identifier **804651**
Land Registration District **North Auckland**
Date Issued 18 October 2019

Prior References
716507

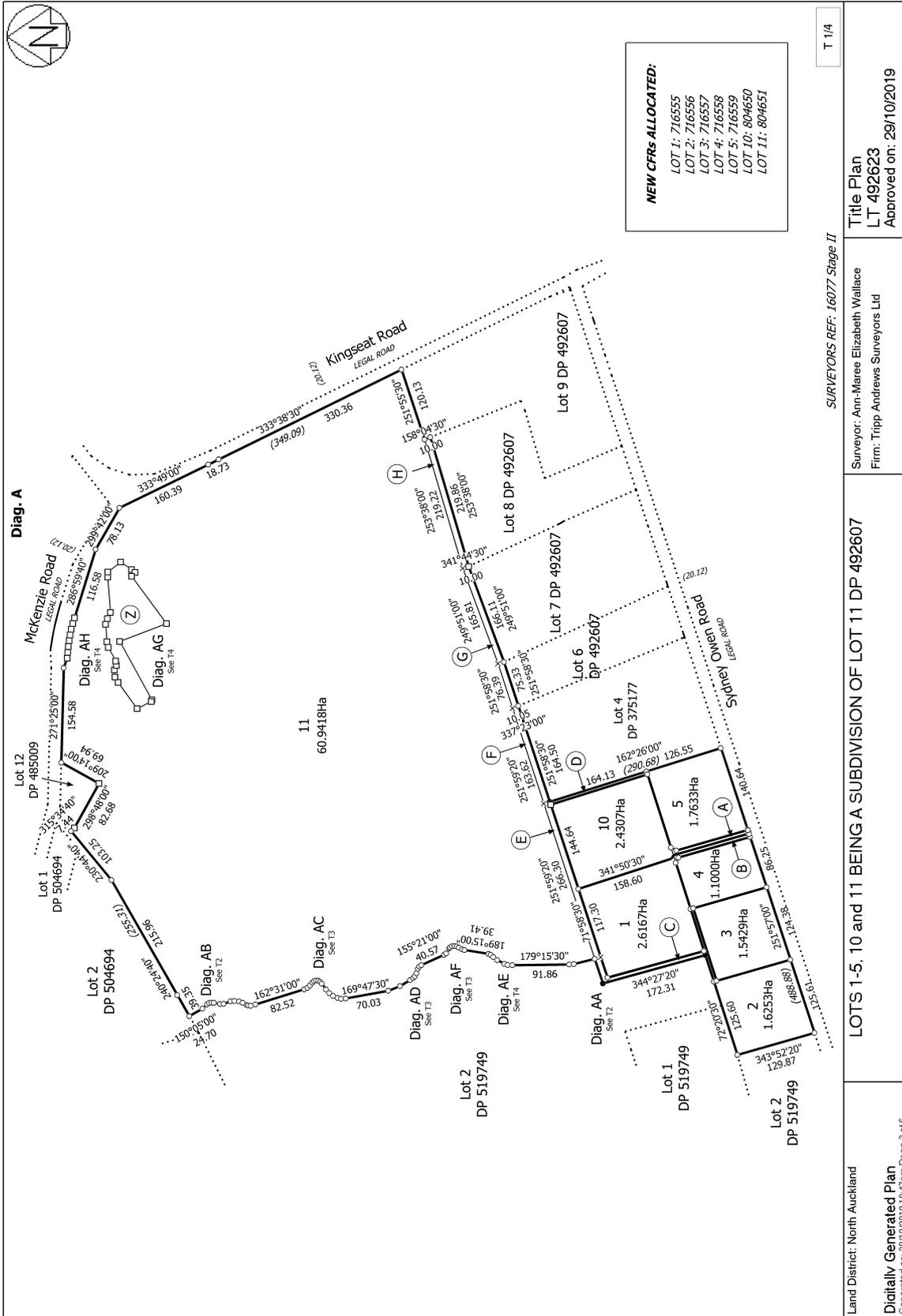
Estate Fee Simple
Area 60.9418 hectares more or less
Legal Description Lot 11 Deposited Plan 492623

Registered Owners

Byerley Park Limited as to a 61/76 share
Karaka Estate Limited as to a 15/76 share

Interests

10098022.3 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 14.4.2016 at 12:35 pm
10098022.5 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 14.4.2016 at 12:35 pm (affects part formerly Lot 11 DP 485009)
Subject to a right of way over parts marked F, G & H on DP 492623 created by Easement Instrument 11478639.9 - 25.9.2019 at 5:02 pm
The easements created by Easement Instrument 11478639.9 are subject to Section 243 (a) Resource Management Act 1991
11478639.10 Mortgage to Westpac New Zealand Limited - 25.9.2019 at 5:02 pm
Subject to a right of way over part marked C, D, E and F on DP 492623 created by Easement Instrument 11565729.3 - 18.10.2019 at 4:07 pm
The easements created by Easement Instrument 11565729.3 are subject to Section 243 (a) Resource Management Act 1991



T 1/4

SURVEYORS REF: 16077 Stage II

Land District: North Auckland
 Digitally Generated Plan
 Generated on: 29/10/2019 10:47 am Page 3 of 6

Surveyor: Ann-Maree Elizabeth Wallace
 Firm: Tripp Andrews Surveyors Ltd

Title Plan
 LT 492623
 Approved on: 29/10/2019

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

EI 6132590.3 Easement I

Cpy - 01/01, Pgs - 004, 31/08/04, 08:00

Land registration district

NORTH AUCKLAND



DocID: 311576740

Grantor

Surname(s) must be underlined or in CAPITALS.

OWENS ESTATES LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

OWENS ESTATES 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 9th day of **August** **2004**

Attestation

Director <u>SR Owen</u>	Signed in my presence by the Grantor
Director <u>N.P. Owen</u>	
Signature [common seal] of Grantor	
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
	Address

Director <u>SR Owen</u>	Signed in my presence by the Grantee
Director <u>N.P. Owen</u>	
Signature [common seal] of 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.

[Signature]

[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 9th August 2004

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)
Right to convey electricity	A DP337204	Lot 1 DP337204 C T NA152571	Lot 3 DP337204 C T NA152573

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

JRO RD 14 [Signature]



The National Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Kapua Katrina Gardiner**, Manager Lending Services of Auckland in New Zealand hereby certifies that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

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

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
4. 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 the ANZ National Bank Limited or otherwise.

DATED at Auckland this 20th day of August 2004


.....

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 19

Land registration district

NORTH AUCKLAND



EI 6132590.4 Easement I

Copy - 01/01, Pgs - 005, 31/08/04, 08:00



DocID: 311676742

Surname(s) must be underlined or in CAPITALS.

Grantor

OWENS ESTATES LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

OWENS ESTATES 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 9th day of **August** **2004**

Attestation

Director <u>N P Owen</u>	Signed in my presence by the Grantor _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
Director <u>SR Owen</u>	
Signature [common seal] of Grantor	

Director <u>N. P. Owen</u>	Signed in my presence by the Grantee _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
Director <u>SR Owen</u>	
Signature [common seal] of Grantee	

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

[Solicitor for] the Grantee

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

Annexure Schedule 1



Easement instrument

Dated

9th August 2004

Page

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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 covenants	Plan 337204	Lot 2 DP337204 C T NA152572	Lot 1 DP337204 C T NA152571 and Lot 3 DP337204 C T NA152573

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] [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

Annexure Schedule



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

Easement Instrument

Dated

9th August 2004

Page

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of

3

pages

(Continue in additional Annexure Schedule, if required.)

Provisions applying to the specified covenants

1. It is the Grantors intention to create for the benefit of all of the land comprising the dominant tenements over all of the land comprising the servient tenement the land covenants set out in the Schedule hereto to the end and intent that the servient tenement shall forever be bound by the stipulations and restrictions set out in the Schedule and that the owners and occupiers for the time being of the dominant tenements may enforce the observance of such stipulation against the owners or occupiers for the time being of the servient tenement.
2. The Grantor for itself and its successors in title so as to bind the servient tenement and for the benefit of the land comprised in the dominant tenements covenants and agrees with the Grantee and its successors in title to comply with and observe in the manner set out in the Schedule the covenants therein contained to run with the servient tenement in perpetuity for the benefit of the dominant tenements.

SCHEDULE

- a) Not to erect or allow to be erected on the servient tenement any building which has previously been lived in PROVIDED that this covenant shall not preclude the continued use of the existing dwelling or any extensions or additions to the existing dwelling;
- b) Not to place or erect or permit to be placed on erected on the servient tenement any caravan or shed for use and occupation as living accommodation nor to permit any garage on the servient tenement to be used for living accommodation;
- c) Not to use or permit to be used any second-hand materials for the exterior sheathing of any dwelling or other building erected on the servient tenement;
- d) Not to construct or use or permit to be constructed or used any track on the servient tenement for the purpose of motor vehicle racing or go-cart racing;
- e) Not to permit the uncontrolled growth of any noxious weeds on the servient tenement.

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

[Handwritten signatures and initials]



The National Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Kapua Katrina Gardiner**, Manager Lending Services of Auckland in New Zealand hereby certifies that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

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

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
4. 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 the ANZ National Bank Limited or otherwise.

DATED at Auckland this 20th day of August 2004

.....
Kapua Katrina Gardiner

View Instrument Details



Instrument No 11215438.2
Status Registered
Date & Time Lodged 28 November 2018 09:07
Lodged By Cameron, Carolyn Ann
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
843917	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Carolyn Ann Cameron as Territorial Authority Representative on 07/12/2018 02:19 PM

*** End of Report ***

In the matter of the Resource Management
Act 1991 (The Act)
and
in the matter of a subdivision of land in the
North Auckland Land
Registration District shown on
DP 526153

CONSENT NOTICE

(Pursuant to Section 221 of the Act)

I hereby certify that THE AUCKLAND COUNCIL granted its consent SUB60320763 to the subdivision of Pt Lot 1 DP 21806, Lot 1 DP 21134 shown on DP 526153 subject to conditions, including the requirement of the owners of Lots 800 and 1000 to comply with the following conditions on a continuing basis at no cost to the Council.

Condition 27 – Stormwater – Lot 1000 DP 526153 of Resource Consent SUB60320763

For the development of Lot 1000 DP 526153, no additional impervious surface shall be constructed in Catchment 1 (above that approved as part of SUB/2016/2485 and SUB60320763) until the permanent stormwater solution approved under BUN60078862 is completed to the satisfaction of Council.

Condition 28 – Affordability – Lot 800 DP 526153 of Resource Consent SUB60320763

Lot 800 DP 526153 is designated to provide for a minimum of 4 (and a maximum to be determined by the final yield of the subdivision of Lots 1-35, 800, and 801) affordable dwellings that meet the criteria set out in Chapter I – Clarks Beach Precinct under I450.6.3 – Relative Affordability by the date the application for section 224(c) certificate is lodged with Council.

The section 224(c) application for Stage 1 of the approved resource consent SUB60320763 was made in Council in 21 August 2018. As stipulated under I450.6.3(1) of Special Housing Chapter under AUP (OP), the consent holder confirmed that a minimum of 4 affordable lots (for a minimum of 4 affordable dwellings) can be provided within Lot 800 DP 526153.

The relevant date for determining affordability price at time of development of the affordable lots shall correspond with the date the 224(c) application for the relevant subdivision application for any

future development(s) on Lots 800 and 801 DP 52161853, unless authorised otherwise by a resource consent.

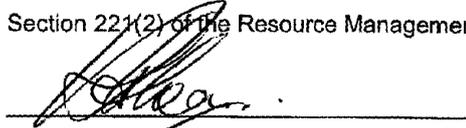
This consent notice ceases to have effect 3 years after the date of transfer of title to the first purchaser following the construction of a dwelling (should the superlot not be further subdivided).

Condition 29 – Affordability – Lot 1000 DP 526153 of Resource Consent SUB60320763

No dwellings shall be constructed on Lot 1000 DP526153 until activities associated with the construction of the dwellings identified as affordable dwellings (with respect to SUB60320763 on Lot 800 DP 526153 and/or Lot 801 DP 5216153) have commenced.

Dated at Manukau this ^{27th} day of *November* 2018.

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



Roger Low

Senior Subdivision Advisor

Authorised officer under delegated authority

View Instrument Details



Instrument No 11215438.5
Status Registered
Date & Time Lodged 28 November 2018 09:07
Lodged By Cameron, Carolyn Ann
Instrument Type Easement Instrument



Affected Computer Registers	Land District
843900	North Auckland
843901	North Auckland
843913	North Auckland
843914	North Auckland
843915	North Auckland
843917	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 11151144.4 has consented to this transaction and I hold that consent

Signature

Signed by Carolyn Ann Cameron as Grantor Representative on 06/11/2018 09:39 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 Carolyn Ann Cameron as Grantee Representative on 06/11/2018 09:39 AM

*** End of Report ***

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

Sections 90A and 90F, Land Transfer Act 1952

Grantor <i>Surname(s) must be underlined.</i>			
KNIGHT INVESTMENTS LIMITED			
Grantee <i>Surname(s) must be underlined.</i>			
CHORUS NEW ZEALAND LIMITED			
Grant of easement or <i>profit à prendre</i> or creation of covenant			
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or <i>profit(s) à prendre</i> set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).			
Schedule A <i>Continue in additional Annexure Schedule if required.</i>			
Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey telecommunications and computer media	"C" on DP 526153	Lot 300 on DP 526153 (Part CFRs 843900, 843901, 843913, 843914 and 843915 and 843917	Chorus New Zealand Limited (in gross)
Easements or <i>profits à prendre</i> rights and powers (including terms, covenants, and conditions) <i>Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>			
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 the Annexure Schedule.			
Covenant provisions <i>Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.</i>			
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.			

MNA-181751-24-35-V2




Annexure Schedule

Insert type of instrument

Easement

Dated

Page 2 of

Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Easement rights and powers":

1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 4 to the Land Transfer Regulations 2002 ("the Fourth Schedule") and where the terms of this easement are in conflict with either the Fourth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Servient Tenement, the terms of this easement shall prevail.

2 Grant of Easement

2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works in and under the Easement Land;
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Servient Tenement for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any accessways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Servient Tenement as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications and computer media without interruption or impediment,

provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way.

3 Grantee's Covenants

3.1 The Grantee shall be responsible for:

- (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
- (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Servient Tenement.

3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Servient Tenement and to any building or building improvement (including, without limitation, any interior fitout) located on the Servient Tenement.

3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Servient Tenement (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this

Annexure Schedule

Insert type of instrument

Easement Dated [] Page 3 of [] Pages

Continue in additional Annexure Schedule, if required.

easement as reasonably close as possible to the original condition of the Servient Tenement prior to such damage and to the reasonable satisfaction of the Grantor.

4 Access

4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Servient Tenement (including, for the avoidance of doubt, any areas of Common Property on the Servient Tenement) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.

4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Servient Tenement (except in the case of an Emergency, when notice will not be required). Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Servient Tenement and the Easement Land.

5 Grantor's Covenants

5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):

- (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor's cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
(b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
(c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
(d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

6 Removal

6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Servient Tenement.

Handwritten signature and initials

Annexure Schedule

Insert type of instrument

Easement Dated Page 4 of Pages

Continue in additional Annexure Schedule, if required.

6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

7 **Further Assurances**

7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.

8 **Telecommunications Act 2001 and End User Terms**

8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Servient Tenement, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.

9 **Definitions and interpretation**

9.1 In this easement:

- (a) **"Common Property"** has the same meaning ascribed to that term under the Unit Titles Act 2010.
- (b) **"Easement Land"** means that part of the Servient Tenement identified in Schedule A in this easement as Easement Land and those other parts of the Servient Tenement (including buildings) on which the Grantee has installed and located its Lines and Works.
- (c) **"Emergency"** means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.
- (d) **"Grantee"** means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.
- (e) **"Grantor"** includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.
- (f) **"Line"** and **"Works"** shall have the meanings ascribed to those terms under the Telecommunications Act 2001;

View Instrument Details



Instrument No 11215438.6
Status Registered
Date & Time Lodged 28 November 2018 09:07
Lodged By Cameron, Carolyn Ann
Instrument Type Easement Instrument



Affected Computer Registers	Land District
843887	North Auckland
843888	North Auckland
843889	North Auckland
843890	North Auckland
843891	North Auckland
843892	North Auckland
843893	North Auckland
843894	North Auckland
843895	North Auckland
843896	North Auckland
843897	North Auckland
843898	North Auckland
843899	North Auckland
843900	North Auckland
843901	North Auckland
843902	North Auckland
843903	North Auckland
843904	North Auckland
843905	North Auckland
843906	North Auckland
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843908	North Auckland
843909	North Auckland
843910	North Auckland
843911	North Auckland
843912	North Auckland
843913	North Auckland
843914	North Auckland
843915	North Auckland
843917	North Auckland
843918	North Auckland
843919	North Auckland
843920	North Auckland
843921	North Auckland
843922	North Auckland
843923	North Auckland

Annexure Schedule: Contains 7 Pages.

Grantor Certifications

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



Grantor Certifications

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

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

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

I certify that the Mortgagee under Mortgage 11151144.4 has consented to this transaction and I hold that consent

Signature

Signed by Carolyn Ann Cameron as Grantor Representative on 06/11/2018 10:22 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Carolyn Ann Cameron as Grantee Representative on 06/11/2018 10:22 AM

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

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

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

Grantor

KNIGHT INVESTMENTS LIMITED

Grantee

KNIGHT INVESTMENTS LIMITED

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

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

Schedule A

Continue in additional Annexure

Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Lot 1 – Lot 29 on DP 526153 (inclusive)	843887 – 843915 (inclusive)	843917 (Lot 800, Lot 801 and Lot 1000 on DP 526153)
	Lot 30 – Lot 35 on DP 526153 (inclusive)	843918 – 843923 (inclusive)	
	Lot 300 on DP 526153		

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

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

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

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

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

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

Covenant provisions

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

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

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

Annexure Schedule 2

ANNEXURE SCHEDULE 2**BACKGROUND**

- A. The Grantor is registered as proprietor of the Servient Tenement.
- B. The Grantee is registered as proprietor of the Dominant Tenement.
- C. The Grantor has agreed with the Grantee to accept restrictions upon the Servient Tenement for the benefit of the Dominant Tenement.

1. COVENANTS

- 1.1 The Grantor for itself and its successors in title to the Servient Tenement hereby covenants and agrees with the Grantee and its successors in title to the Lots, that:
 - (a) the Grantor will henceforth and at all times hereafter observe and perform the stipulations and restrictions contained in the First Schedule;
 - (b) the Grantor will ensure that all occupiers, employees, contractors, invitees and anyone or thing that is present on the Servient Tenement under the control of, or at the direction or invitation of the Grantor, observes and forms all relevant and applicable Covenants at all times;

to the end and intent that each of the stipulations and restrictions shall, in the manner and to the extent prescribed, enure for the benefit of, and be appurtenant to the Lots.

2. DEFINITION AND INTERPRETATION

- 2.1 In this Instrument the following terms shall have the meanings set out beside them:

"Covenants"	the covenants set out in this Instrument.
"Design Review Panel"	the panel established for the purposes of approving plans and specifications pursuant to the Covenant contained in paragraph 3 of the First Schedule, such panel to comprise at least one representative of Knight Investments and an independent urban design/landscape professional nominated by Knight Investments from time to time.
"Knight Investments"	Knight Investments Limited and any other entity nominated by Knight Investments (or its successor) by deed.
"Landscape Features"	includes all fences walls, windbreaks, washing lines, letterboxes, satellite dishes, street and/or house numbering and the design of that lettering or numbering, kerbs, footpaths, road frontages, planting of trees, shrubs and plants, driveways, driveway crossings, entranceways and concrete walls.
"Lots"	each of the Lots contained within each of the Identifiers referred to in the First Schedule as the Servient Tenement and includes any lots derived therefrom.
"Design Controls"	the design controls initially produced by Knight Investments and includes any amended guidelines or variations thereto published from time to time by Knight Investments.

"Relevant Authority" any Government, local, statutory or non-statutory authority or body having jurisdiction over the Subdivision.

"Subdivision" the development comprising the Lots, as may be extended by Knight Investments from time to time.

3. DISPUTES

3.1 Any dispute regarding the decision of the Design Review Panel shall be referred to an independent architect nominated by the President of the New Zealand Property Council (or its nominee or successor) whose decision shall be final. The relevant Grantor shall meet the costs of such determination.

4. REMEDY ON BREACH

4.1 If there should be any breach of any of the covenants contained in this Instrument and without prejudice to any other liability which the Grantor may have to the Grantee and any person or persons having the benefit of such covenants the Grantor will upon written demand being made by Knight Investments or the Grantee or any registered proprietor(s) of any other Lot:

(a) pay to the person making such demand as liquidated damages the sum of \$100 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made; and

(b) do or cause to be done anything necessary to remedy any such breach.

If the Grantor does not comply with paragraph 4.1(b) of this clause within a reasonable period of time after demand has been made then the Grantor hereby irrevocably authorises Knight Investments or the Grantee or the registered proprietor making demand together with their employees and agents to enter and remain upon the Lot to do anything necessary to remedy any breach at the Grantor's cost and without being liable for any damage or deterioration occasioned to the Lot in exercising these powers.

PROVIDED HOWEVER that none of Knight Investments, the Design Review Panel or the Grantee shall be required or obliged to enforce all or any of the covenants stipulations and restrictions contained in this Instrument nor be liable to the Grantor for any breach thereof by any registered proprietor of any other Lot.

5. GENERAL

5.1 The Grantor and the Grantee acknowledge and agree that:

5.2 This Instrument is subject to the Contract and Commercial Law Act 2017 and that the covenants contained in this Instrument are intended to create obligations on the Grantor, confer benefits on Knight Investments and are enforceable at the suit of Knight Investments as well as the Grantee.

5.3 Knight Investments may facilitate the observance of this Instrument by the Grantor by taking all necessary steps to enforce observance on behalf of any Grantee.

5.4 The Grantor acknowledges that the Grantee and Knight Investments shall not be liable to the Grantor for any loss, damage, claim or expenses (including where such loss, damage, claim and expenses arises from the approval or non-approval of an application under the Design Controls, any failure to meet the timeframes stated in the Design Controls) or performing any function under or in relation to the Design Controls or a failure to enforce the covenants set out in this Instrument.

- 5.5 The liability of any Grantor under this Instrument is limited to obligations and liabilities that accrued during the Grantors time as registered proprietor of the Servient Tenement and only in respect of the Servient Tenement owned by that Grantor. The Grantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered proprietor of the Servient Tenement (however, for the avoidance of doubt, any Grantor shall remain liable for any antecedent breach following the transfer of its interest in the Servient Tenement).

FIRST SCHEDULE

Except as otherwise first approved in writing by the Design Review Panel the Grantor shall:

Residential Use

1. Not use the lot or permit the same to be used other than for residential purposes and shall not use the lot or permit the same to be used for any trading, industrial or commercial purposes provided however it is acknowledged that use of any dwelling constructed on the lot for use as a home enterprise to the extent permitted by the unitary plan of the relevant authority will not be a breach of this covenant.
2. Ensure that the principal dwelling on the Lot has a gross floor area of not less than 160m², inclusive of attached garaging, but excluding outdoor living areas, pergolas and other like structures.

Structures

3. Notwithstanding anything to the contrary contained herein, not erect any structure (other than a Landscape Feature installed in accordance with the Design Controls) or make any alteration or addition thereto without the Design Review Panel having first approved in writing the plans (including site plans) and specifications for the same, which approval shall not be unreasonably withheld in the case of plans and specifications which comply with the Design Controls and these covenants.
4. Ensure that any dwelling on the Lot incorporates and contains all exterior sheathing and finishing including exterior painting before it is occupied as a residence.
5. Ensure that:
 - (a) the construction of any dwelling is completed within 12 months of commencement of site preparation for that dwelling; and
 - (b) all landscaping on the Lot is completed within 6 months of completion of the primary dwelling on that Lot.
6. Site and install Landscape Features only in accordance with the Design Controls.
7. Ensure that any power and telephone reticulation is located underground.
8. Not erect or place or permit to be erected or placed upon the Lot any temporary structure, caravan, vehicle, tent, hut or shed to be used for human habitation whether temporarily or otherwise except that which may be used in conjunction with the construction of the dwelling and which will be removed from the Lot upon completion of the dwelling.
9. Not erect any advertising sign or hoarding of a commercial nature provided that for so long as Knight Investments retains an interest in any Lot Knight Investments may erect and maintain on any Lot signage and other forms of display including a show home and/or sales office for the purposes of promoting the Subdivision provided that Knight Investments does not cause unreasonable interference to the use and enjoyment of any other Lot by the registered proprietor of that Lot.
10. Not park or allow to be parked any vehicle on the Lot in breach of the Design Controls.

Landscaping and maintenance

11. Landscape the Lot in accordance with the requirements set out in the Design Controls provided that no landscaping shall be commenced unless the Design Review Panel has first approved in writing the relevant landscaping plan, which approval shall not be unreasonably withheld in the case of a landscaping plan and specifications which are in compliance with the Design Controls.
12. Maintain the Lot (including all structures vegetation and landscaping thereon) in accordance with the requirements set out in the Design Controls and not allow grass or weeds to exceed 100mm in height. All planting must be watered and maintained to ensure healthy growth.

General

13. Not cut up or subdivide the Lot in accordance with the Resource Management Act 1991 or the Unit Titles Act 2010 or otherwise howsoever. For the avoidance of doubt this prohibition shall not apply to the super lots referred to in the Design Controls (if any) which are intended to be further subdivided.
14. Not amalgamate a Lot with any other Lot.
15. Not carry out on any Lot any Works, repairs or maintenance to any boat, trailer or other vehicle other than:
 - (a) Repairs or maintenance undertaken entirely within an enclosed garage (such that those work cannot be seen from outside of the Lot other than when the garage is temporarily being accessed); or
 - (b) Works, repairs or maintenance undertaken outside of a garage, which are minor in nature and in respect of which those works or repairs or maintenance periods exceed not more than two calendar weeks at any one time and not more than six calendar weeks in total in any consecutive twelve month period.

Costs

16. Not call upon the Grantee to pay for or contribute towards the cost or erection or maintenance of any boundary fence between the Lot and any adjoining land owned by the Grantee but this covenant shall not enure for the benefit of any subsequent registered proprietor of such adjoining land.
17. Promptly pay, prior to the release of the decision, all the costs of the Design Review Panel (including without limitation any disbursements or professional charges of a member of the Design Review Panel) relating to that Lot.



View Instrument Details

Instrument No 11322975.1
Status Registered
Date & Time Lodged 18 December 2018 16:33
Lodged By Witney, Rachael Claire
Instrument Type Compensation Certificate



Affected Records of Title	Land District
NA2037/80	North Auckland

Annexure Schedule: Contains 1 Page.

Signature

Signed by William Brian Barnes as Crown or Local Authority Representative on 18/12/2018 02:50 PM

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

137 Clarks Beach Road, Pukekohe

**COMPENSATION CERTIFICATE UNDER
SECTION 19 OF THE PUBLIC WORKS ACT 1981**

To: The Registrar General of Land
North Auckland Land Registration District

This Compensation Certificate is forwarded to you under section 19(1) of the Public Works Act 1981 to be registered against the computer registers to all land affected by it.

UNIQUE IDENTIFIER(S)	ALL/PART	AREA/DESCRIPTION OF PART OR STRATUM
NA2037/80	All	

File Reference:	19325
Brief particulars of the Agreement:	Agreement under section 17 of the Public Works Act 1981 dated 11 July 2018 between Knight Investments Limited as owner and Auckland Council by which the owner agreed for Auckland Council to acquire part of the above described land for a public work, namely public open space.
Name and address of each party (other than Auckland Council):	Name: Knight Investments Limited Address: Nakhle Group 420 Airfield Road RD2 Papakura 2582 Auckland Mortgagee Name: Bank of New Zealand Mortgagee Address: Level 4, 80 Queen Street, Auckland
Inspection location:	The offices of Simpson Grierson, Level 27, 88 Shortland Street, Auckland on Mondays to Fridays between 9.00 am to 1.00 pm and between 2.00 pm and 5.00 pm (Matter Number 2385016).
Hours for inspection:	9.00 am – 5.00 pm, Monday to Friday (except public holidays)

DATED this 18th day of December 2018

SIGNED for and on behalf of **AUCKLAND COUNCIL** under delegated authority



General Counsel (Acting)

View Instrument Details



Instrument No 12108484.1
Status Registered
Date & Time Lodged 30 August 2021 14:49
Lodged By Cameron, Carolyn Ann
Instrument Type Variation of Consent Notice Condition under s221(5) Resource Management Act 1991



Affected Records of Title	Land District
843917	North Auckland

Affected Instrument	Consent Notice under s221(4)(a) Resource Management Act 1991 11215438.2
----------------------------	---

Annexure Schedule	Contains 2 Pages.
--------------------------	-------------------

Signature

Signed by Carolyn Ann Cameron as Territorial Authority Representative on 02/08/2021 02:24 PM

*** End of Report ***

In the matter of Sections 221(3) and (5) of the Resource Management Act 1991 (The Act)
and
in the matter of Consent Notice **11215438.2** registered on the Computer Freehold Register Number 843917 (North Auckland Registry)

VARIATION OF CONSENT NOTICE

That pursuant to Sections 221(3) and (5) of the Resource Management Act 1991, THE AUCKLAND COUNCIL hereby varies the Consent Notice registered as **11215438.2** on the Computer Freehold Register of Lots 800, 801 and 1000 DP 526153 (Identifier: 843917) but without prejudice to the Council's rights, powers and remedies otherwise thereunder, to the following extent:

*Deletions shall be shown in ~~strike through~~, additions in italic and **bold**.*

Condition 27 – Stormwater – Lot 1000 DP 526153 of Resource Consent SUB60320763

For the development of Lot 1000 DP 526153, no additional impervious surface shall be constructed in Catchment 1 (above that approved as part of SUB/2016/2485 and SUB60320763 *and that which can be formed as of right across Lots 1 – 7 approved under BUN60233714*) until the permanent stormwater solution approved under BUN60078862 is completed to the satisfaction of Council.

Condition 28 – Affordability – Lot 800 DP 526153 of Resource Consent SUB60320763

~~Lot 800 DP 526153 is designated to provide for a minimum of 4 (and a maximum to be determined by the final yield of the subdivision of Lots 1-35, 800, and 801) affordable dwellings that meet the criteria set out in Chapter I – Clarke Beach Precinct under 1450.6.3 – Relative Affordability by the date the application for section 224(c) certificate is lodged with Council.~~

~~The section 224(c) application for Stage 1 of the approved resource consent SUB60320763 was made in Council in 21 August 2018. As stipulated under 1450.6.3(1) of Special Housing Chapter under AUP (OP), the consent holder confirmed that a minimum of 4 affordable lots (for a minimum of 4 affordable dwellings) can be provided within Lot 800 DP 526153.~~

~~The relevant date for determining affordability price at time of development of the affordable lots shall correspond with the date the 224(c) application for the relevant subdivision application for any future development(s) on Lots 800 and 801 DP 526153, unless authorised otherwise by a resource consent.~~

~~This consent notice ceases to have effect 3 years after the date of transfer of title to the first purchaser following the construction of a dwelling (should the superlot not be further subdivided).~~

Condition 28 shall remain applicable to Lot 800 DP 526153.

~~Condition 29 – Affordability – Lot 1000 DP 526153 of Resource Consent SUB60320763~~

~~No dwellings shall be constructed on Lot 1000 DP526153 until activities associated with the construction of the dwellings identified as affordable dwellings (with respect to SUB60320763 on Lot 800 DP 526153 and/or Lot 801 DP 5216153) have commenced.~~

Dated at Manukau this 14th day of July 2021.

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

MH Ali

Mohammed Ali (Senior Subdivision Advisor)

Authorised officer under delegated authority

Agreed by  _____

As Owner of the land in the Computer Freehold Register Number 843917



View Instrument Details

Instrument No 12114978.2
Status Registered
Date & Time Lodged 23 December 2021 11:28
Lodged By Cameron, Carolyn Ann
Instrument Type Easement Instrument



Affected Records of Title	Land District
987787	North Auckland

Annexure Schedule Contains 5 Pages.

Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 11151144.4 has consented to this transaction and I hold that consent

Signature

Signed by Carolyn Ann Cameron as Grantor Representative on 02/02/2022 12:07 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 Carolyn Ann Cameron as Grantee Representative on 02/02/2022 12:36 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*
Section 109, Land Transfer Act 2017

Grantor

Surname(s) must be underlined.

KNIGHT INVESTMENTS LIMITED

Grantee

Surname(s) must be underlined.

CHORUS NEW ZEALAND LIMITED

Grant of Easement or *Profit à prendre*

The Grantor , being the registered owner of the Burdened Land set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or <i>profit(s)</i> set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

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

Purpose of Easement, or <i>profit</i>	Shown (plan reference) All on LT 560664	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey telecommunications	A	987787 (Lot 100 DP 560664)	Chorus New Zealand Limited (in gross)

Easements or profits à prendre rights and powers (including terms, covenants and conditions)*Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required.*

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or 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 209 of the Land Transfer Act 2017. the provisions set out in the Annexure Schedule.
--

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Easement rights and powers":

1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 5 of the Land Transfer Regulations 2018 ("the Fifth Schedule") and where the terms of this easement are in conflict with either the Fifth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Burdened Land, the terms of this easement shall prevail.

2 Grant of Easement

2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works in and under (but not above the surface of) the Easement Land (and for the avoidance of doubt, the Grantor's consent shall be deemed for the purposes of clause 10(1)(b) of Schedule 5 of the Land Transfer Regulations 2018 by virtue of this easement);
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Burdened Land for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any access ways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Burdened Land as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications without interruption or impediment,

provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way

3 Grantee's Covenants

3.1 The Grantee shall be responsible for:

- (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
- (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Burdened Land.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Burdened Land and to any building or building improvement (including, without limitation, any interior fitout) located on the Burdened Land.

3.3 The Grantee will at the Grantee’s own cost repair and make good any damage to the Burdened Land (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee’s rights and powers under this easement as reasonably close as possible to the original condition of the Burdened Land prior to such damage and to the reasonable satisfaction of the Grantor.

4 Access

4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Burdened Land (including, for the avoidance of doubt, any areas of Common Property on the Burdened Land) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.

4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Burdened Land (except in the case of an Emergency, when notice will not be required) and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply. Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Burdened Land and the Easement Land.

5 Grantor’s Covenants

5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):

- (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor’s cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
- (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
- (c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or

Annexure Schedule

Insert type of instrument

Easement Dated Page of Pages

Continue in additional Annexure Schedule, if required.

- (d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

6 Removal

- 6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Burdened Land.
- 6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

7 Further Assurances

- 7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.

8 Telecommunications Act 2001 and End User Terms

- 8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Burdened Land, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.

9 Definitions and interpretation

- 9.1 In this easement:

- (a) "**Common Property**" has the same meaning ascribed to that term under the Unit Titles Act 2010.
- (b) "**Easement Land**" means that part of the Burdened Land identified in Schedule A in this easement as Easement Land and those other parts of the Burdened Land (including buildings) on which the Grantee has installed and located its Lines and Works.
- (c) "**Emergency**" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.
- (d) "**Grantee**" means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

- (e) **"Grantor"** includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.
- (f) **"Line"** and **"Works"** shall have the meanings ascribed to those terms under the Telecommunications Act 2001.



View Instrument Details

Instrument No 12114978.3
Status Registered
Date & Time Lodged 23 December 2021 11:28
Lodged By Cameron, Carolyn Ann
Instrument Type Easement Instrument



Affected Records of Title	Land District
987787	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 11151144.4 has consented to this transaction and I hold that consent

Signature

Signed by Carolyn Ann Cameron as Grantor Representative on 15/12/2021 12:51 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 Michael Alastair John Wood as Grantee Representative on 15/12/2021 02:22 PM

*** End of Report ***

Form 22

Easement Instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

KNIGHT INVESTMENTS LIMITED

Grantee

AUCKLAND COUNCIL

Grant of Easement or *Profit à prendre*

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

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

Purpose 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	A on DP 560664	987787 (Lot 100 DP560664)	In gross

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 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 209 of the Land Transfer Act 2017]~~

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

Insert instrument type

Easement Instrument to grant easement or profit à prendre

*Continue in additional Annexure Schedule, if required***1. DEFINITIONS**

In this instrument, unless the context indicates otherwise:

Burdened Land is the land owned by the Grantor being the burdened land described in Schedule A;

Easement Area means that part of the Burdened Land marked A on Deposited Plan 560664;

Inorganic Material includes any materials that the Grantee considers can be included in any inorganic collection service that it provides;

Recycling means any cardboard, newspapers, magazines, glass bottles, glass jars, plastic bottles, plastic containers, aluminium cans, milk cartons, juice cartons, steel cans and tin cans that are capable of being recycled as part of the Grantee's fortnightly recycling collection;

Rubbish means any waste material or refuse that the Grantor has collected in a rubbish bag issued by the Grantee or a rubbish bin provided by the Grantee; and

Vehicles means the Grantee's vehicles that is uses to collect Rubbish, Recycling and Inorganic Material as part of the Grantee's rubbish collection service;

2. GRANT OF RIGHT OF WAY EASEMENT

2.1 The Grantor grants to the Grantee, its employees, contractors, licensees and invitees (in common with the Grantor, the Grantor's tenants and any other person authorised by the Grantee) as an easement in gross the right forever to pass and repass at all times over and along the Easement Area:

2.1.1 on foot; and

2.1.2 with Vehicles laden or unladen,

for the purpose of collecting Rubbish, Recycling and Inorganic Material.

2.2 The Grantee also has the right, subject to clause 3, to enter and remain for a reasonable time on the Easement Area or any other parts of the Burdened Land as are reasonable to do anything else in the full exercise of its rights in this easement instrument, with the Grantee's agents, contractors and employees, and with or without tools, plant, equipment and Vehicles.

3. ACCESS

3.1 The Grantee may enter the Burdened Land without giving prior notice to the Grantor.

3.2 When obtaining access for the purposes of clause 2.2, the Grantee must cause as little disturbance as possible to the Grantor's use and enjoyment of the Burdened Land.

Insert instrument type

Easement Instrument to grant easement or profit à prendre

4. MAINTENANCE AND REPAIR

The Grantor is responsible for maintaining the surface of the Easement Area in a reasonable state of repair for the purposes that it is used for.

5. GRANTOR'S OBLIGATIONS

The Grantor may not:

- 5.1** place or allow any obstruction to the use of the right of way, whether by parked vehicle or otherwise; or
- 5.2** do anything or allow anything to be done which interferes with or adversely affects the rights of the Grantee under this easement instrument.

6. NO POWER TO TERMINATE

There is no implied power in this easement instrument for the Grantor to terminate the easement rights due to the Grantee breaching any term of this easement instrument or for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

7. STATUTORY RIGHTS AND POWERS

The rights in this easement instrument are in substitution for those rights set out in the Fourth Schedule to the Land Transfer Regulations 2002 and the rights set out in the Fifth Schedule to the Property Law Act 2007, but otherwise this easement does not affect any statutory powers which the Grantee may have.

8. DISPUTES

If any dispute arises between the Grantor and Grantee about the interpretation of this easement instrument or the parties' rights and obligations under this easement instrument which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. The arbitrator is to be appointed jointly by the parties, or if they cannot agree on one within 14 days, by the President for the time being of the New Zealand Law Society. The arbitration will be conducted under the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this instrument is to be treated as a submission to arbitration.

9. REGULATORY POSITION

This easement instrument does not bind the Grantee in its capacity as a regulatory authority in any way and any consent or agreement the Grantee gives under this easement instrument is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the Grantee is entitled to consider all applications to it without regard to this easement instrument. The Grantee will not be liable to the Grantor if, in its regulatory capacity, the Grantee declines or imposes conditions on, any consent or permission that the Grantor or anyone else seeks for any purpose associated with this easement instrument

View Instrument Details



Instrument No 12114978.8
Status Registered
Date & Time Lodged 23 December 2021 11:28
Lodged By Cameron, Carolyn Ann
Instrument Type Easement Instrument



Affected Records of Title	Land District
990982	North Auckland
990983	North Auckland
990984	North Auckland
997567	North Auckland

Annexure Schedule Contains 6 Pages.

Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 11151144.4 has consented to this transaction and I hold that consent

Signature

Signed by Carolyn Ann Cameron as Grantor Representative for Knight Investments Limited on 08/02/2022 11:28 AM

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 11151144.4 is being discharged/extinguished in a prior dealing or in the same dealing

Signature

Signed by Rangi-Marie Bobbie-Joe Butler as Grantor Representative for Thompson Murray Neil, Thompson Tracey Anne on 08/02/2022 04:06 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 Carolyn Ann Cameron as Grantee Representative for Knight Investments Limited on 08/02/2022 11:28 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 Rangi-Marie Bobbie-Joe Butler as Grantee Representative for Murray Neil Thompson, Tracey Anne Thompson on 08/02/2022 04:06 PM

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

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

KNIGHT INVESTMENTS LIMITED
MURRAY NEIL THOMPSON and TRACEY ANNE THOMPSON

Grantee

KNIGHT INVESTMENTS LIMITED
MURRAY NEIL THOMPSON and TRACEY ANNE THOMPSON

Grant of Easement or *Profit à prendre*

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title) (all inclusive)	Benefited Land (Record of Title) or in gross (all inclusive)
Right of Way	A on LT 560664	Part RT 990982-990984 and 997567 (Lot 100 DP 560664)	Part RT 990982 - 990984 (Lots 802, 803 and 1001-1003 on LT 560664) and Part RT 997567 (Lot 30 on DP526153)

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 **added to and varied by** the provisions set out in the Annexure Schedule

ANNEXURE SCHEDULE

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions: Unless the context otherwise requires, in this Instrument the following words shall have the meanings set out beside them:

“Access Notice”	a written notice issued by or on behalf of the relevant Grantor or Grantee for the purposes of exercising a right specified in this Instrument or for performing a positive covenant or other obligation under this Instrument and: <ul style="list-style-type: none">(a) specifying the purpose or purposes for which access is required and the nature of activities intended to be undertaken;(b) specifying the relevant right intended to be exercised, or the relevant obligation intended to be performed;(c) specifying the type and nature of materials and equipment required for the relevant purposes and the relevant activities intended to be undertaken;(d) specifying the days and times and the period or periods of time during which it is intended that the relevant activities be undertaken;(e) specifying the name and other personal details as are reasonably necessary to identify the persons who it is proposed will be undertaking the relevant activities;
“Benefited Land”	in relation to any easement, means the land described as such in Schedule A and being the land to which the relevant easement is appurtenant;
“Burdened Land”	in relation to each Easement, means the land described as such in Schedule A and being the land subject to the relevant Easement;
“Default Interest”	the interest rate charged by the Inland Revenue Department on the unpaid tax under the Tax Administration Act 1994 (or any successor act) during the period for which the interest rate for late payment is payable, plus 5% per annum;
“Easement”	an easement recorded in this Instrument;
“Grantee”	in relation to each Easement, means the relevant proprietor for the time being of the Benefited Land to which the relevant Easement is appurtenant and, if the context requires,

	includes agents, employees, contractors, tenants, licensees and other invitees of the Grantee;
“Grantor”	in relation to each Easement, means the relevant proprietor for the time being of the Burdened Land to which the relevant easement is subject and, if the context requires, includes the agents, employees, contractors and tenants of the Grantor;
“Lot”	the lots on the Plan or the relevant Lot as the case may require;
“Plan”	LT 560664;
“Regulations”	schedule 5 to the Land Transfer Regulations 2018;
“Right of Way Area”	those parts of the Lots described in Schedule A as being subject to a Right of Way;
“Right of Way Easement”	the rights recorded by this Instrument in relation to each Right of Way Area;

1.2 Interpretation: Unless the context otherwise requires, the following provisions are applicable to the construction and interpretation of this Instrument:

(a) General:

- (i) words denoting the singular shall include the plural and vice versa;
- (ii) one gender shall include the other gender;
- (iii) references to sections, clauses and schedules are references to sections, clauses and schedules in this Instrument;
- (iv) a reference to this Instrument includes all modifications and amendments to this Instrument from time to time; and
- (v) references to enactments, statutes, statutory requirements and regulatory controls include regulations made under any applicable statutes, notices under applicable statutes and regulations having an effect in law, and any amendments to such statutes and regulations and shall be deemed to include and also refer to any statutes and regulations (and any amendments to statutes and regulations) passed in substitution.

(b) Obligations:

- (i) A covenant specified in this Instrument whereby:
 - (i) a party undertakes to do something, includes an obligation to ensure that the relevant obligation is properly performed by a suitably qualified, competent and responsible person with the requisite skills, qualifications and experience necessary and appropriate in the circumstances and not to suffer, permit or cause a breach of that obligation to occur; and

- (ii) a party undertakes not to do something, includes an obligation not to authorise, permit or suffer a breach of that obligation, and to take all reasonable steps to prevent, restrain and, if necessary, remedy the consequences of a breach of that obligation.

2. GENERAL PROVISIONS

- 2.1 No power is implied in this Instrument to determine any Easement for breach of any provisions in this Instrument, it being the intention that all Easements shall subsist unless they are surrendered but without derogating from any other right or remedy available in the event of any breach.
- 2.2 The provisions of this Instrument, including rights, powers, terms, conditions, covenants and restrictions specified in this Instrument are in addition to those implied by statute including the Property Law Act 2007 and the Regulations. In the case of inconsistency:
 - (a) the terms set out in this Instrument shall prevail over the terms contained in the Regulations and the Property Law Act 2007; and
 - (b) the terms contained in the Regulations shall prevail over the terms contained in the Property Law Act 2007.
- 2.3 Unless otherwise specified, the easement rights and the obligations specified in this Instrument include all rights and powers reasonably required in the circumstances for the reasonable and proper exercise and enjoyment of the relevant right or obligation.
- 2.4 Where any work (including any building work) is undertaken pursuant to a right or obligation contained in this Instrument:
 - (a) the relevant Grantee or Grantor intending to carry out such work must first serve on the other party an Access Notice;
 - (b) all such work shall be carried out with all reasonable speed and in such a manner as to minimise disturbance, inconvenience or disruption to the other party. The person undertaking the relevant work, or on whose behalf the relevant work is undertaken, must leave the relevant area clean and tidy, to the extent reasonably possible, restored to its former state and condition and with all equipment, excess materials, debris and rubbish removed; and
 - (c) if damage is caused by any person entering onto or undertaking any inspections testing or works, that person shall be liable for all costs and expenses incurred in remedying the relevant damage and in compensating the person who has suffered such damage.
- 2.5 Any covenant or obligation on the part of two or more parties shall bind those persons jointly and severally.
- 2.6 Subject to clause 2.4(c) 2.7 and 2.8, the Grantee and the Grantor shall jointly be responsible for arranging the repair and maintenance of the Easement Facility and shall meet the costs of repair and maintenance in equal shares (including meeting any associated requirements of the local territorial authority and any other party having jurisdiction over the relevant areas) so as to keep the same in good order and repair and to prevent it becoming a danger or a nuisance.
- 2.7 The Grantor and Grantee must promptly carry out at that party's sole cost any repair or maintenance, (including any renewal or replacement of parts) to any Easement Facility that is attributable solely to an act or omission of that party. If the repair or

maintenance is only partly attributable to an act or omission by the Grantor or Grantee that party must pay the portion of the costs of the repair or maintenance that is reasonably attributable to that act or omission and the balance of those costs shall be payable in accordance with clause 2.6.

- 2.8 Notwithstanding clause 2.6, but subject to clause 2.7, any Grantee whose Lot does not have direct frontage onto the Right of Way Area shall only be required to make a reasonable contribution towards the maintenance, upkeep and repair of the Easement Facility having regard to the extent that that Grantee actually uses the Right of Way.
- 2.9 If either party ("Defaulting Party") fails to pay their share of costs payable pursuant to this Instrument interest shall accrue and be payable upon the sum outstanding at the Default Interest rate calculated from the date of default until payment is made in full together with any costs incurred by the payee.

3. RIGHT OF WAY EASEMENT

- 3.1 The provisions set out in the Regulations, which apply to a right of way shall apply to the Right of Way Easement.

View Instrument Details



Instrument No 12114978.9
Status Registered
Date & Time Lodged 23 December 2021 11:28
Lodged By Cameron, Carolyn Ann
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
990982	North Auckland
990983	North Auckland
990984	North Auckland
997567	North Auckland

Annexure Schedule Contains 2 Pages.

Signature

Signed by Carolyn Ann Cameron as Territorial Authority Representative on 02/02/2022 12:30 PM

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

In the matter of the Resource Management Act 1991 (The Act)
and
in the matter of a subdivision of land in the North Auckland Land Registration District shown on DP 560664

CONSENT NOTICE

(Pursuant to Section 221 of the Act)

I hereby certify that THE AUCKLAND COUNCIL granted its consent BUN60331922 to the subdivision of Lot 800 DP 526153 shown on DP 560664 subject to conditions, including the requirement of the owners of Lots 1001-1003 DP 560664 (inclusive) to comply with the following conditions on a continuing basis at no cost to the Council.

Condition 33 – Geotechnical (Lots 1001 – 1003 DP 560664 (inclusive)):

The recommendations contained in the Geotechnical Completion Report titled “Koiora Road, Clarks Beach for Knight Investments Limited” dated 18.02.2021 by Lander Geotechnical shall be continually upheld.

All buildings are to be designed and constructed in accordance with the recommendations of a suitably qualified engineer that is familiar with the site constraints and the contents and recommendations of the Geotechnical Completion Report.

Condition 34 – Stormwater (Lots 100 & 1001 – 1003 DP 560664 (inclusive)):

No additional impervious surface shall be constructed in Catchment 1 (above that approved as part of SUB/2016/2485, SUB60320763, BUN60331922 and LUC60331928-A / SUB60331926-A) until the permanent stormwater solution approved under BUN60078862 is completed to the satisfaction of Council.

Condition 35 – Yard Setback Restriction (Lots 1001 & 1003 DP 560664):

A two metre side yard setback applies along the northern boundary of Lot 1001 and the southern boundary of Lot 1003 DP 560664 for the first 20 metres from the Koiora Road frontage, instead of the regular one metre side setback as stipulated in the Mixed Housing Urban and Suburban Zone

standards. No building shall be erected within the two metre yard without the necessary resource consent from Council.

Dated at Manukau this 17th day of December 2021.

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

A handwritten signature in black ink, appearing to read 'Ken Berger', written in a cursive style.

Ken Berger - Senior Subdivision Advisor, Resource Consents – South.

Authorised officer under delegated authority

View Instrument Details



Instrument No 12114978.10
Status Registered
Date & Time Lodged 23 December 2021 11:28
Lodged By Cameron, Carolyn Ann
Instrument Type Easement Instrument



Affected Records of Title	Land District
990982	North Auckland
990983	North Auckland
990984	North Auckland

Annexure Schedule Contains 6 Pages.

Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 11151144.4 has consented to this transaction and I hold that consent

Signature

Signed by Carolyn Ann Cameron as Grantor Representative on 15/12/2021 11:51 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 Carolyn Ann Cameron as Grantee Representative on 15/12/2021 11:51 AM

*** End of Report ***

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

KNIGHT INVESTMENTS LIMITED

Grantee

KNIGHT INVESTMENTS LIMITED

Grant of Easement or *Profit à prendre*

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Easement, or <i>profit</i>	Shown (plan reference) All on DP 560664	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Maintenance	N	Lot 1003 DP 560664 (Part RT 990982)	Lot 802 DP 560664 (Part RT 990983)
	O	Lot 803 DP 560664 (Part RT 990984)	Lot 802 DP 560664 (Part RT 990983)
	P	Lot 1001 DP 560664 (Part RT 990892)	Lot 803 DP 560664 (Part RT 990984)
	AQ	Lot 802 DP 560664 (Part RT 990983)	Lot 803 DP 560664 (Part RT 990984)

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

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 **added to and varied by** the provisions set out in the Annexure Schedule

ANNEXURE SCHEDULE

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions: Unless the context otherwise requires, in this Instrument the following words shall have the meanings set out beside them:

“Access Notice”	a written notice issued by or on behalf of the relevant Grantor or Grantee for the purposes of exercising a right specified in this Instrument or for performing a positive covenant or other obligation under this Instrument and: <ul style="list-style-type: none">(a) specifying the purpose or purposes for which access is required and the nature of activities intended to be undertaken;(b) specifying the relevant right intended to be exercised, or the relevant obligation intended to be performed;(c) specifying the type and nature of materials and equipment required for the relevant purposes and the relevant activities intended to be undertaken;(d) specifying the days and times and the period or periods of time during which it is intended that the relevant activities be undertaken;(e) specifying the name and other personal details as are reasonably necessary to identify the persons who it is proposed will be undertaking the relevant activities;
“Benefited Land”	in relation to any easement, means the land described as such in Schedule A and being the land to which the relevant easement is appurtenant;
“Burdened Land”	in relation to each Easement, means the land described as such in Schedule A and being the land subject to the relevant Easement;
“Default Interest”	the interest rate charged by the Inland Revenue Department on the unpaid tax under the Tax Administration Act 1994 (or any successor act) during the period for which the interest rate for late payment is payable, plus 5% per annum;
“Easement”	an easement recorded in this Instrument;
“Grantee”	in relation to each Easement, means the relevant proprietor for the time being of the Benefited Land to which the relevant Easement

	is appurtenant and, if the context requires, includes agents, employees, contractors, tenants, licensees and other invitees of the Grantee;
“Grantor”	in relation to each Easement, means the relevant proprietor for the time being of the Burdened Land to which the relevant easement is subject and, if the context requires, includes the agents, employees, contractors and tenants of the Grantor;
“Instrument”	this easement Instrument as it may be varied from time to time;
“Lot”	the lots on the Plan or the relevant Lot as the case may require;
“Maintenance Area”	those parts of the Lots described in Schedule A as being subject to a Maintenance Easement;
“Maintenance Easement”	the rights recorded in this Instrument in relation to the Maintenance Area;
“Plan”	LT 560664;
“Regulations”	schedule 5 to the Land Transfer Regulations 2018.

1.2 Interpretation: Unless the context otherwise requires, the following provisions are applicable to the construction and interpretation of this Instrument:

- (a) General:
 - (i) words denoting the singular shall include the plural and vice versa;
 - (ii) one gender shall include the other gender;
 - (iii) references to sections, clauses and schedules are references to sections, clauses and schedules in this Instrument;
 - (iv) a reference to this Instrument includes all modifications and amendments to this Instrument from time to time; and
 - (v) references to enactments, statutes, statutory requirements and regulatory controls include regulations made under any applicable statutes, notices under applicable statutes and regulations having an effect in law, and any amendments to such statutes and regulations and shall be deemed to include and also refer to any statutes and regulations (and any amendments to statutes and regulations) passed in substitution.
- (b) Obligations:
 - (i) A covenant specified in this Instrument whereby:
 - (i) a party undertakes to do something, includes an obligation to ensure that the relevant obligation is properly performed by a suitably qualified, competent and responsible person with the

requisite skills, qualifications and experience necessary and appropriate in the circumstances and not to suffer, permit or cause a breach of that obligation to occur; and

- (ii) a party undertakes not to do something, includes an obligation not to authorise, permit or suffer a breach of that obligation, and to take all reasonable steps to prevent, restrain and, if necessary, remedy the consequences of a breach of that obligation.

2. GENERAL PROVISIONS

- 2.1 No power is implied in this Instrument to determine any Easement for breach of any provisions in this Instrument, it being the intention that all Easements shall subsist unless they are surrendered but without derogating from any other right or remedy available in the event of any breach.
- 2.2 The provisions of this Instrument, including rights, powers, terms, conditions, covenants and restrictions specified in this Instrument are in addition to those implied by statute including the Property Law Act 2007 (if applicable) and the Regulations. In the case of inconsistency:
 - (a) the terms set out in this Instrument shall prevail over the terms contained in the Regulations and the Property Law Act 2007 (both if applicable);
 - (b) the terms contained in the Regulations shall prevail over the terms contained in the Property Law Act 2007 (if applicable).
- 2.3 Unless otherwise specified, the easement rights and the obligations specified in this Instrument include all rights and powers reasonably required in the circumstances for the reasonable and proper exercise and enjoyment of the relevant right or obligation.
- 2.4 Where any work (including any building work) is undertaken pursuant to a right or obligation contained in this Instrument:
 - (a) the relevant Grantee or Grantor intending to carry out such work must first serve on the other party an Access Notice;
 - (b) all such work shall be carried out with all reasonable speed and in such a manner as to minimise disturbance, inconvenience or disruption to the other party. The person undertaking the relevant work, or on whose behalf the relevant work is undertaken, must leave the relevant area clean and tidy, to the extent reasonably possible, restored to its former state and condition and with all equipment, excess materials, debris and rubbish removed; and
 - (c) if damage is caused by any person entering onto or undertaking any inspections testing or works, that person shall be liable for all costs and expenses incurred in remedying the relevant damage and in compensating the person who has suffered such damage.
- 2.5 Any covenant or obligation on the part of two or more parties shall bind those persons jointly and severally.
- 2.6 The Grantee must promptly carry out at that party's sole cost any repair or maintenance, that is attributable solely to an act or omission of that party. If the repair or maintenance is only partly attributable to an act or omission by the Grantee, the Grantee must pay the portion of the costs of the repair or maintenance that is reasonably attributable to that act or omission.

- 2.7 If the Grantee fails to pay their share of costs payable pursuant to this Instrument interest shall accrue and be payable upon the sum outstanding at the Default Interest rate calculated from the date of default until payment is made in full together with any costs incurred by the payee.
- 2.8 The Grantor shall not obstruct the Easement Area or the Grantee's reasonable access to it.

3. MAINTENANCE EASEMENT

- 3.1 The Grantee shall have the right to enter onto the Burdened Land by the route most practicable to access the Maintenance Area at any time on giving reasonable notice (except in an emergency when no notice is required) with or without vehicles, tools, machinery, architects or engineers or workmen and remain thereon, for the purposes of doing all things reasonably necessary for the accessing, inspecting, maintaining, repairing or replacing of any part of any building or structure located on the Benefitted Land immediately adjoining the Easement Area.
- 3.2 The provisions contained in clauses 10-14 (inclusive) of the Regulations are otherwise implied into this Easement.



View Instrument Details

Instrument No 12428145.8
Status Registered
Date & Time Lodged 28 October 2022 11:32
Lodged By Cameron, Carolyn Ann
Instrument Type Easement Instrument



Affected Records of Title	Land District
1052822	North Auckland

Annexure Schedule Contains 5 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 12538036.4 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 12538036.3 has consented to this transaction and I hold that consent

Signature

Signed by Carolyn Ann Cameron as Grantor Representative on 27/10/2022 04:21 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 Michael Alastair John Wood as Grantee Representative on 28/10/2022 10:05 AM

*** End of Report ***

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE

(Section 109 Land Transfer Act 2017)

Grantor

KNIGHT INVESTMENTS LIMITED

Grantee

AUCKLAND COUNCIL

Grant of Easement, or Profit à prendre

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

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

Purpose (Nature and Extent) of Easement, or Profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	J on Deposited Plan 573987	1052822 (Lot 1012 Deposited Plan 573987)	In Gross
	I on Deposited Plan 573987	1052822 (Lot 1018 Deposited Plan 573987)	In Gross
	R, S, Y and Z on Deposited Plan 573987	1052822 (Lot 1019 Deposited Plan 573987)	In Gross

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

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

The implied rights and powers are hereby ~~varied~~ ~~negated~~ ~~added to~~ or [substituted] by the provisions set out in the Annexure Schedule.

Insert instrument type

Easement Instrument to grant easement or profit à prendre

*Continue in additional Annexure Schedule, if required***1. DEFINITIONS AND INTERPRETATION**

1.1 **Definitions:** In this instrument capitalised words have the meanings given to them as follows:

Easement Area means the areas that are shown as I, J, R, S, Y and Z on Deposited Plan 573987.

Easement Facility means the surface of the Easement Area which has been, or will be, constructed with concrete or asphalt, and that will vest in the Grantee as road in a later stage of the Grantor's development of the burdened land.

Grantee means Auckland Council and includes Auckland Council's agents, officers, workers and contractors and other invitees of the Grantee. Grantee also includes the general public for the purposes of clauses 2.1 and 2.2.

Grantor:

- (a) means the registered owner of the burdened land; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor.

2. RIGHT OF WAY

2.1 A right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.

2.2 The right to go over and along the Easement Area includes the right to go over and along that area:

- (a) on foot, with wheelchairs, prams and mobility scooters; and
- (b) with or without any kind of:
 - (i) tools, vehicles, machinery, or implements; or
 - (ii) domestic animal; or
 - (iii) disability assistance dog.

2.3 A right of way includes the rights to:

- (a) establish the Easement Facility, or to repair and maintain the surface of the Easement Area, and (if necessary, for any of those purposes) to alter the state of the Easement Area;
- (b) have the Easement Facility kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the Easement Area;
- (c) place reasonable signs, including approved Auckland Council way finding signs, and lighting at suitable places within and at each end of the Easement Facility in positions that are clearly visible and elsewhere at suitable places on the Easement Facility in order to identify the path or Easement Facility and to notify the public of the restrictions on the use of the Easement

Insert instrument type

Easement Instrument to grant easement or profit à prendre

Facility; and

- (d) install underground conduits and any other equipment required for and to convey electricity necessary to operate signs and lighting on the Easement Facility.

3. GENERAL RIGHTS

3.1 The easements referred to in this instrument include:

- (a) the right to use any Easement Facility already situated on the Easement Area;
- (b) if no suitable Easement Facility exists, the right to lay, install, and construct the Easement Facility as reasonably required by the Grantee (including the right to excavate land for the purpose of that construction); and
- (c) enter on the burdened land by any reasonable route and with all necessary tools, vehicles, equipment and materials to lay, install, construct or maintain the Easement Facility and to inspect it.

3.2 The Grantor must not do and must not allow to be done on the burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Facility.

3.3 The Grantor releases the Grantee from all liability of any nature for any claims, loss, costs and damages of any nature whatsoever, arising from the exercise or non-exercise by the Grantee of its rights and obligations under the easements created by this instrument.

4. REPAIR, MAINTENANCE, AND COSTS

4.1 The Grantor will at the Grantor cost arrange for the repair, maintenance and replacement of the Easement Facility and any signs and lighting at each end of and within the Easement Area when required, and will keep the Easement Facility in good, tidy, clean and safe order and condition at all times to the standard the Grantee reasonably requires, so that it provides a suitable clean and safe accessway.

5. RIGHTS OF ENTRY

5.1 For the purpose of performing any duty or in the exercise of any rights conferred under this instrument, the Grantee may:

- (a) enter on the burdened land by a reasonable route and with all necessary tools, vehicles, equipment and materials;
- (b) remain on the burdened land for a reasonable time for the sole purpose of completing the necessary work; and
- (c) leave any equipment or materials on the burdened land for a reasonable time if work is proceeding.

Insert instrument type

Easement Instrument to grant easement or profit à prendre

5.2 The Grantee must:

- (a) ensure that as little damage or disturbance as possible is caused to the burdened land or to the Grantor;
- (b) ensure that all work carried out in accordance with this clause 5 is performed in a skilful and competent manner and is completed promptly; and
- (c) immediately make good any damage done to the burdened land by restoring the surface of the land as nearly as possible to its former condition.

6. DEFAULT**6.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this instrument:**

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7-working days from service of the notice of default, the other party may meet the obligation;
- (b) if, at the expiry of the 7-working day period, the party in default has not met the obligation, the other party may:
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the burdened land;
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

7. DISPUTES**7.1 If a dispute in relation to an easement arises between parties who have a registered interest under the easement:**

- (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 under the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator agreed by the parties or, failing agreement, appointed by the President of the Auckland District Law Society.

Insert instrument type

Easement Instrument to grant easement or profit à prendre

8. REGULATORY

8.1 This instrument does not bind the Grantee in its capacity as a regulatory authority in any way, and any consent or agreement the Grantee gives under this instrument is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the Grantee is entitled to consider all applications to it without regard to this instrument. The Grantee will not be liable to the Grantor if, in its regulatory capacity, it declines or imposes conditions on, any consent or permission that the Grantor or anyone else seeks for any purpose associated with this instrument.

9. MISCELLANEOUS

9.1 The easements created by this instrument are not in substitution for, and their creation is without prejudice to any statutory rights, powers and limitations on liability of the Grantee, from time to time in respect of the burdened land.

9.2 The Grantor must not surrender, merge, modify, or extinguish the easements created by this instrument without the prior consent of the Grantee.

10. COSTS

The Grantor will pay the Grantee's reasonable legal costs and disbursements in respect of the preparation and registration of this instrument, and any consent or other matters arising in relation to it.



View Instrument Details

Instrument Type	Mortgage
Instrument No	12538036.3
Status	Registered
Date & Time Lodged	26 August 2022 16:08
Lodged By	Bradford, Joanna Louise

Affected Records of Title	Land District
1016691	North Auckland
1016692	North Auckland
1016693	North Auckland
1016694	North Auckland
1016695	North Auckland
1016696	North Auckland
1016697	North Auckland
1016698	North Auckland
1016699	North Auckland
1016700	North Auckland
1016701	North Auckland
1016702	North Auckland
1016705	North Auckland
1016709	North Auckland
1016710	North Auckland
1016711	North Auckland
1016712	North Auckland
1016713	North Auckland
1016715	North Auckland
1016716	North Auckland
1016717	North Auckland
1016718	North Auckland
1016719	North Auckland
1016720	North Auckland
1016721	North Auckland
1016722	North Auckland
1016723	North Auckland
1016724	North Auckland
1016725	North Auckland
1016726	North Auckland
1016727	North Auckland
1016728	North Auckland
1016730	North Auckland
1016731	North Auckland
1016732	North Auckland



View Instrument Details

Affected Records of Title	Land District
1016735	North Auckland
1016736	North Auckland
1016737	North Auckland
1016738	North Auckland
1016739	North Auckland
1016742	North Auckland
1016743	North Auckland
1016744	North Auckland
1016747	North Auckland
1016749	North Auckland
1016750	North Auckland
1016751	North Auckland
1033723	North Auckland
1033724	North Auckland
1033725	North Auckland
1033726	North Auckland
1033727	North Auckland
1052186	South Auckland
843897	North Auckland
987779	North Auckland
987780	North Auckland
987783	North Auckland
987784	North Auckland
992015	North Auckland
992016	North Auckland
992017	North Auckland
992018	North Auckland
992019	North Auckland
992020	North Auckland

Mortgagors

Knight Investments Limited

Mortgagees

Westpac New Zealand Limited

Share

Mortgage Details

Memorandum Number	2015/4325
Priority Amount \$	250,000,000 plus interest

This mortgage incorporates the provisions of the above memorandum registered pursuant to Section 209 of the Land Transfer Act 2017



View Instrument Details

Mortgagor Certifications

I certify that I have the authority to act for the Mortgagor 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 Lichelle Abigail Lapworth as Mortgagor Representative on 25/08/2022 12:00 PM

Mortgagee Certifications

I certify that I have the authority to act for the Mortgagee 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 Stuart Wyndham Evans as Mortgagee Representative on 24/08/2022 01:37 PM

*** End of Report ***



View Instrument Details

Instrument Type Mortgage
Instrument No 12538036.4
Status Registered
Date & Time Lodged 26 August 2022 16:08
Lodged By Bradford, Joanna Louise

Affected Records of Title **Land District**
NA2037/80 North Auckland

Mortgagors
Knight Investments Limited

Mortgagees	Share
Westpac New Zealand Limited	

Mortgage Details

Memorandum Number 2015/4325
Priority Amount \$ 250,000,000 plus interest

This mortgage incorporates the provisions of the above memorandum registered pursuant to Section 209 of the Land Transfer Act 2017

Mortgagor Certifications

- I certify that I have the authority to act for the Mortgagor 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 Lichelle Abigail Lapworth as Mortgagor Representative on 25/08/2022 12:00 PM

Mortgagee Certifications

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



View Instrument Details

Signature

Signed by Stuart Wyndham Evans as Mortgagee Representative on 24/08/2022 01:37 PM

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



View Instrument Details

Instrument No 12597380.2
Status Registered
Date & Time Lodged 20 January 2023 15:33
Lodged By Cameron, Carolyn Ann
Instrument Type Order for New Certificate of Title



Head Records of Title

1052822

Land DistrictsNorth Auckland

Registered Owners**Knight Investments Limited**

New titles(s)	Legal description
1071433	Lot 202 Deposited Plan 578599
1071434	Lot 203 Deposited Plan 578599
1071435	Lot 204 Deposited Plan 578599
1071436	Lot 205 Deposited Plan 578599
1071437	Lot 206 Deposited Plan 578599
1071438	Lot 207 Deposited Plan 578599
1071439	Lot 208 Deposited Plan 578599
1071440	Lot 209 Deposited Plan 578599
1071441	Lot 210 Deposited Plan 578599
1071442	Lot 211 Deposited Plan 578599
1071443	Lot 212 Deposited Plan 578599
1071444	Lot 213 Deposited Plan 578599
1071445	Lot 214 Deposited Plan 578599
1071446	Lot 215 Deposited Plan 578599
1071447	Lot 216 Deposited Plan 578599
1071448	Lot 217 Deposited Plan 578599
1071449	Lot 218 Deposited Plan 578599
1071450	Lot 219 Deposited Plan 578599
1071451	Lot 220 Deposited Plan 578599
1071452	Lot 221 Deposited Plan 578599
1071453	Lot 222 Deposited Plan 578599
1071454	Lot 223 Deposited Plan 578599
1071455	Lot 224 Deposited Plan 578599
1071456	Lot 225 Deposited Plan 578599
1071457	Lot 226 Deposited Plan 578599
1071458	Lot 227 Deposited Plan 578599
1071459	Lot 228 Deposited Plan 578599
1071460	Lot 229 Deposited Plan 578599 together with an undivided 1/29 share in lot 600 Deposited Plan 578599
1071461	Lot 230 Deposited Plan 578599 together with an undivided 1/29 share in lot 600 Deposited Plan 578599
1071462	Lot 231 Deposited Plan 578599 together with an undivided 1/29 share in lot 600 Deposited Plan 578599
1071463	Lot 232 Deposited Plan 578599 together with an undivided 1/29 share in lot 600 Deposited Plan 578599
1071464	Lot 233 Deposited Plan 578599 together with an undivided 1/29 share in lot 600 Deposited Plan 578599
1071465	lot 234 Deposited Plan 578599 together with an undivided 1/29 share in lot 600 Deposited Plan 578599
1071466	Lot 235 Deposited Plan 578599 together with an undivided 1/29 share in lot 600 Deposited Plan 578599

Registered Owners**Knight Investments Limited**

New titles(s)	Legal description
1071467	Lot 236 Deposited Plan 578599 together with an undivided 1/29 share in lot 600 Deposited Plan 578599
1071468	Lot 237 Deposited Plan 578599 together with an undivided 1/29 share in lot 600 Deposited Plan 578599
1071469	Lot 238 Deposited Plan 578599 together with an undivided 1/29 share in lot 600 Deposited Plan 578599
1071470	Lot 248 Deposited Plan 578599 together with an undivided 1/29 share in lot 600 Deposited Plan 578599
1071471	Lot 249 Deposited Plan 578599
1071472	Lot 250 Deposited Plan 578599
1092333	Lot 251 Deposited Plan 578599
1092334	Lot 252 Deposited Plan 578599
1092335	Lot 253 Deposited Plan 578599
1092336	Lot 254 Deposited Plan 578599
1092337	Lot 255 Deposited Plan 578599
1092338	Lot 256 Deposited Plan 578599
1092339	Lot 257 Deposited Plan 578599
1092340	Lot 258 Deposited Plan 578599
1092341	Lot 259 Deposited Plan 578599
1092342	Lot 260 Deposited Plan 578599
1092343	Lot 261 Deposited Plan 578599
1092344	Lot 262 Deposited Plan 578599
1092345	Lot 1021 Deposited Plan 578599 together with an undivided 18/29 share in lot 600 Deposited Plan 578599
1092346	Lot 1020 Deposited Plan 578599, lot 1012 and lot 1018 deposited plan 573987, lot 1001 and 1003 deposited plan 560664 and lot 801 deposited plan 526153 and lot 200 deposited plan 567326 together with a 9/14 share in lot 300 on deposited plan 526153 and a 4/23 share in lot 100 deposited plan 560664
1110244	lot 1014 deposited plan 573987
1110245	lot 1015 deposited plan 573987
1110246	lot 1016 deposited plan 573987

Annexure Schedule: Contains 3 Pages.

Signature

Signed by Carolyn Ann Cameron as Registered Owner Representative on 18/01/2023 04:51 PM

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

Annexure Schedule - Consent Form
Land Transfer Act 2017

2015/6250
APPROVED
Registrar General of Land

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

page 1 of 1 pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(e.g. Caveator under Caveat no./Mortgagee under Mortgage no.)

WESTPAC NEW ZEALAND LIMITED	MORTGAGEE PURSUANT TO MORTGAGE 12538036.3 and 12538036.4
-----------------------------	--

Pursuant to Section 109 and/or 110 of the Land Transfer Act 2017 and the Resource Management Act 1991

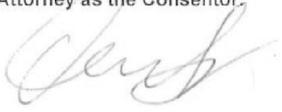
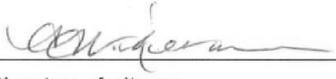
Without prejudice to the rights and powers existing under the interest of the Consentor

The Consentor hereby consents to:

1. The deposit of LT 578599
2. Partial surrender of easement 12428145.8 in favour of Auckland Council in respect of a right of way over areas R, S and Y on deposited plan 578599
3. Right to drain water easement in gross in favour of Auckland Council over area AA on DP 578599
4. Right to convey telecommunications easement in favour of Chorus New Zealand Limited over area A on Deposited plan 578599
5. Land covenant creating design guidelines
6. Land covenant relating to maintenance of lot 600 on DP 578599
7. Encumbrance – non objection
8. Consent notice.

Dated this 18 day of January 20 23

Attestation

<p>Signature WESTPAC NEW ZEALAND LIMITED by its Attorney as the Consentor:</p> <div style="text-align: center; margin-top: 20px;">  OLIVIA FRANCES HAY </div>	<p>Signature of witness</p> <div style="text-align: center; margin-top: 10px;">  <hr style="width: 100%;"/> </div> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness Name Anna Louisa Vickerman Occupation Bank Officer Westpac New Zealand Limited Address AUCKLAND</p>
--	---

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **OLIVIA FRANCES HAY**, of Auckland 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 Westpac on Takutai Square, 16 Takutai Square, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date of this certificate 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 Auckland

On this 18th day of January 2023



OLIVIA FRANCES HAY

View Instrument Details



Instrument No 12597380.3
Status Registered
Date & Time Lodged 20 January 2023 15:33
Lodged By Cameron, Carolyn Ann
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1071433	North Auckland
1071434	North Auckland
1071435	North Auckland
1071436	North Auckland
1071437	North Auckland
1071438	North Auckland
1071439	North Auckland
1071440	North Auckland
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1071463	North Auckland
1071464	North Auckland
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1071467	North Auckland
1071468	North Auckland
1071469	North Auckland
1071470	North Auckland
1071471	North Auckland
1071472	North Auckland
1092333	North Auckland
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1092340	North Auckland
1092341	North Auckland
1092342	North Auckland
1092343	North Auckland
1092344	North Auckland
1092345	North Auckland
1092346	North Auckland

Annexure Schedule Contains 3 Pages.

Signature

Signed by Carolyn Ann Cameron as Territorial Authority Representative on 18/01/2023 04:52 PM

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

In the matter of the Resource Management
and Act 1991 (The Act)

in the matter of a subdivision of land in the
North Auckland Land
Registration District shown on
DP 578599

CONSENT NOTICE

(Pursuant to Section 221 of the Act)

I hereby certify that THE AUCKLAND COUNCIL granted its consent BUN60391640 SUB60391643 (CCT90103959) to the subdivision of Lots 1013, 1017 and 1019 DP 573987 shown on DP 578599 subject to conditions, including the requirement of the owners of Lots 202 – 238 (inclusive), 248 – 262 (inclusive), 1020 and 1021 DP 578599 to comply with the following conditions on a continuing basis at no cost to the Council.

Condition 48 – Common Ownership of Asset – Lots 229 – 238 (inclusive), 248 and 1021 DP 578599

Lots 229 – 238 (inclusive), 248 and 1021 DP 578599 are served or serviced by a common vehicle access (Commonly Owned Access Lot), which is located within Lot 600 DP 578599. For so long as they are a registered proprietor of Lot 600 DP 578599, the owners of Lots 229 – 238 (inclusive), 248 and 1021 DP 578599 must be members of the established common entity that is jointly responsible and liable for the ongoing operation, maintenance and repair of the shared common vehicle access (Commonly Owned Access Lot) located within Lot 600 DP 578599.

Condition 60 – Restricted Future Development – Lot 1020 DP 578599

Lots 1012 and 1018 DP 573987 and Lot 1020 DP 578599 must remain amalgamated and no residential development which utilises or discharge flows into any existing wastewater connection must occur, until such time as sufficient wastewater network capacity can be confirmed by Watercare Services Limited or any other alternative as agreed in writing by Watercare Services Limited.

Conditions 61, 86 and 138 – Geotechnical Requirements – Lots 202 – 238 (inclusive), 248 – 262 (inclusive) and 1021 DP 578599

Any developments on Lots 202 – 238 (inclusive), 248 – 262 (inclusive) and 1021 DP 578599 shall adhere to the recommendations contained within the report titled '*Knight Investments Ltd Geotechnical Completion Report Stage 7, 137 Clarks Beach Road, Clarkes Beach*' prepared by Land Development & Engineering referenced J00318 and dated 25 October 2022.

Condition 62 – Development Restriction – Lots 229 – 238 (inclusive), 248 and 1021 DP 578599

For Lots 229 – 238 (inclusive), 248 and 1021 DP 57599, any fencing along the boundaries shared with the Commonly Owned Access Lot legally described as Lot 600 DP 578599 must be erected to a maximum height of 1.5 metres.

Condition 63 – Garage Design – Lots 230 – 237 (inclusive) and 1021 DP 578599

Any garaging/garage doors for the residential development within Lots 230 – 237 (inclusive) DP 578599 and 1021 DP 578599 shall not be required to comply with the minimum rear yard setback along the boundary in common with the Commonly Owned Access Lot (Lot 600 DP 578599) as prescribed under the Auckland Unitary Plan or any subsequent amendment thereof. This is to allow for the garaging/garage door to be zero-lot lined with the rear boundary.

Condition 64 – Garage Design – Lots 229, 238, 248 and 1021 DP 578599

Any garaging/garage doors for the residential development within Lots 229, 238, 248 and 1021 DP 578599 shall not be required to comply with the minimum side yard setback along the boundary in common with the Commonly Owned Access Lot (Lot 600 DP 578599) as prescribed under the Auckland Unitary Plan or any subsequent amendment thereof. This is to allow for the garaging/garage door to be zero-lot lined with the side boundary.

Condition 65 – Façade Design – Lots 229 – 238 (inclusive), 248 and 1021 DP 578599

The front façade of any dwelling on Lots 229 – 238 (inclusive), 248 and 1021 DP 578599 must be oriented towards the public street and must contain:

- 1) A main entrance door that is visible and accessible from the street.

Condition 66 – Motion Sensor Lighting – Lots 229 – 238 (inclusive), 248 and 1021 DP 578599

Motion sensor lighting shall be installed on the garage and/or dwelling on Lots 229 – 238 (inclusive), 248 and 1021 DP 578599 to provide security lighting for access from the Commonly Owned Access Lot (Lot 600 DP 578599). The sensor lighting shall be shown on plans submitted with the Building Consent application for new dwellings on Lots 229 – 238 (inclusive), 248 and 1021 DP 578599.

Condition 67 – Vehicle Access Restriction – Lots 227 and 230 – 238 (inclusive) DP 578599

For Lots 227 and 230 – 238 (inclusive) DP 578599, no vehicle access must be constructed directly to Uatoto Road, across the shared footpath.

Condition 68 – Vehicle Access Restriction – Lots 249 and 1021 DP 578599

For Lots 249 and 1021 DP 578599, no vehicle access must be constructed directly to Clarks Beach Road.

Condition 69 – Stormwater Management – Lots 202 – 238 (inclusive), 248, 249 and 1021 DP 578599

For Lots 202 – 238 (inclusive), 248, 249 and 1021 DP 578599:

Retention (volume reduction) of the first 5mm rainfall runoff depth volume generated from impervious areas, unless the individual lots owners can complete site specific in-situ percolation testing confirming that infiltration rate is less than 2mm/hr.

Detailed design to show compliance with this condition shall be provided to the satisfaction of the Council (which includes any impervious surface) for Lots 202 – 238 (inclusive), 248, 249 and 1021 DP 578599.

Condition 70 – Attenuation Basin – Lot 1020 DP 578599

The attenuation basin constructed alongside the stream corridor within Lot 1020 DP 578599 is an interim measure to limit flows downstream of the site until such time that future works and upgrades to the existing culvert are completed. The owner(s) of Lot 1020 DP 578599 must be responsible for the maintenance of the stormwater device.

Advice note:

At future development stage and at the completion of the culvert upgrades, the attenuation basin should be removed, and the stream/wetland margin must be planted, and the area identified as "Open Space Reserve Network" in the Precinct Plan – Clarks Beach shall be vested as drainage reserve.

Condition 71 – Affordability – Lot 1021 DP 578599

Lot 1021 DP 578599 is designated to provide for at least nine (9) affordable dwellings that meet the criteria set out in Chapter I – Clarks Beach Precinct under I450.6.3 – Relative Affordability.

The relevant date for determining affordability price for the nine (9) affordable dwellings required by SUB60391643 shall correspond with the date the 224(c) application is lodged with Council for the relevant subdivision application for any future development on Lot 1021 DP 578599, unless authorised otherwise by a resource consent.

The relevant subdivision application for any future development on Lot 1021 DP 578599 must specify that the dwellings (or any dwellings built on vacant sites identified for affordable housing) must be sold to first home buyers who intend to reside in the dwelling and retain ownership for three years from the date of first transfer. After three years of retained ownership, this consent notice shall cease to have effect.

Advice Note:

The relative affordable dwellings for Stage 7 is calculated on a theoretical yield of 94 dwellings which is anticipated based on future development of Lots 1014 – 1016 (inclusive) DP 573987 and 1021 DP 578599 exceeds 42 dwellings, the provision of relative affordable dwellings for Stage 7 may be subject to recalculation.

Condition 72 – Development Restriction – Lot 1020 DP 578599

No dwellings shall be constructed on Lot 1018 DP 573987 and Lot 1020 DP 578599 until activities associated with the construction of the dwellings identified as affordable dwellings (with respect to SUB60391643) have commenced.

Advice note:

The applicability of this consent notice should be addressed by the consent holder at each stage of the subsequent development of Lot 1018 DP 573987 and Lot 1020 DP 578599, and in line with the progress of the development of lots created under this consent.

Dated at Manukau this 9th day of January 2023.

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



M Ali (Senior Subdivision Advisor)

Authorised officer under delegated authority

View Instrument Details



Instrument No 12597380.5
Status Registered
Date & Time Lodged 20 January 2023 15:33
Lodged By Cameron, Carolyn Ann
Instrument Type Easement Instrument



Affected Records of Title	Land District
1092346	North Auckland

Annexure Schedule Contains 5 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 12538036.4 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 12538036.3 has consented to this transaction and I hold that consent

Signature

Signed by Carolyn Ann Cameron as Grantor Representative on 18/01/2023 03:33 PM

Grantee Certifications

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

Signature

Signed by Nicholas John Wilson as Grantee Representative on 20/01/2023 03:18 PM

*** End of Report ***

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE

(Section 109 Land Transfer Act 2017)

Grantor

KNIGHT INVESTMENTS LIMITED

Grantee

AUCKLAND COUNCIL

Grant of Easement, or *Profit à prendre*

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

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

Purpose (Nature and Extent) of Easement, or <i>Profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain water	AA on Deposited Plan 578599	1092346 (Lot 1020 Deposited Plan 578599)	In Gross

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

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

The implied rights and powers are hereby ~~varied~~ ~~negated~~ ~~added to~~ or [substituted] by the provisions set out in the Annexure Schedule.

Insert instrument type

Easement Instrument to grant easement or profit à prendre

*Continue in additional Annexure Schedule, if required***1. DEFINITIONS AND INTERPRETATION**

Definitions: In this instrument capitalised words have the meanings given to them as follows:

Drain means pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution.

Easement Area means the area that is shown as AA on Deposited Plan 578599.

Easement Facility means the:

- (a) surface of the Easement Area; and
- (b) Drains.

Grantee means Auckland Council and includes Auckland Council's agents, officers, workers and contractors and other invitees of the Grantee, which includes the general public.

Grantor:

- (a) means the registered owner of the burdened land; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor.

2. RIGHT TO DRAIN WATER (OVERLAND FLOWPATH)

- 2.1 A right to drain water (overland flowpath) includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights to drain, discharge and convey water (whether sourced from rain, springs, soakage, or seepage and whether accumulated on other land or from any public street) in any quantity through Drains in the Easement Area.
- 2.2 The Easement Facility referred to in clause 2.1 is the Easement Facility that exists or that may be constructed along the Easement Area as the Grantee determines from time to time.
- 2.3 The Grantee is not obliged by this easement to drain water through the Easement Facility. The Grantee is entitled at its discretion to discontinue and thereafter recommence the drainage of water through the same at any time and from time to time.
- 2.4 The Grantor must not alter the surface of the Easement Area and must ensure the Easement Area is unobstructed by buildings, earthworks, solid walls, vegetation, fences, or any other impediments to prevent the free flow of water over the surface of the Easement Area.

3. GENERAL RIGHTS

- 3.1 The easements in this instrument include:
 - (a) the right to use any Easement Facility already situated on the Easement Area for the purpose

Insert instrument type

Easement Instrument to grant easement or profit à prendre

of the easement granted;

- (b) if no suitable Easement Facility exists, the right to lay, install, and construct an Easement Facility as reasonably required by the Grantee (including the right to excavate land for the purpose of that construction); and
- (c) the right to enter onto the burdened land by any reasonable route and with all necessary tools, vehicles, equipment, to inspect the Easement Facility.

3.2 The Grantor must not do and must not allow to be done on the burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Facility.

3.3 Without limiting clause 3.2, the Grantor must not alter the surface of the Easement Area and must ensure the Easement Area is unobstructed by buildings, earthworks, solid walls, vegetation, fences, or any other impediments to prevent the free flow of water over the surface of the Easement Area.

3.4 The Grantor releases the Grantee from all liability of any nature for any claims, loss, costs and damages of any nature whatsoever, arising from the exercise or non-exercise by the Grantee of its rights and obligations under the easements created by this instrument.

3.5 To avoid doubt, the easement referred to in this instrument includes the right to convey any electricity necessary to operate a pump or other equipment that is part of the Drain.

4. REPAIR, MAINTENANCE, AND COSTS

4.1 The Grantor will repair and maintain the surface of the Easement Area in good order and condition to permit the free flow of stormwater through the Easement Area and so that it is and remains an overland flowpath channel through the Easement Area.

4.2 Subject to clause 4.1, if the Drains are not public Drains or are not owned by the Grantee, the Grantor is responsible for arranging the repair and replacement of the Drains so as to keep them in good working order to the satisfaction of the Grantee, and to prevent them from becoming a danger or nuisance.

4.3 If the Drains are public Drains or are owned by the Grantee, the Grantee is responsible for arranging the repair and replacement of the Drains, so as to keep them in good working order to the satisfaction of the Grantee, and to prevent them from becoming a danger or nuisance.

4.4 In no circumstances will the Grantee be responsible for maintaining the surface of the Easement Area.

5. RIGHTS OF ENTRY

5.1 For the purpose of performing any duty or in the exercise of any rights conferred under this instrument, the Grantee may:

- (a) enter onto the burdened land by a reasonable route and with all necessary tools, vehicles,

Insert instrument type

Easement Instrument to grant easement or profit à prendre

equipment and materials;

- (b) remain on the burdened land for a reasonable time for the sole purpose of completing the necessary work; and
- (c) leave any equipment or materials on the burdened land for a reasonable time if work is proceeding.

5.2 The Grantee must:

- (a) ensure that as little damage or disturbance as possible is caused to the burdened land or to the Grantor;
- (b) ensure that all work carried out in accordance with this clause 5 is performed in a skilful and competent manner and is completed promptly; and
- (c) immediately make good any damage done to the burdened land by restoring the surface of the land as nearly as possible to its former condition.

6. DEFAULT

If the Grantor or the Grantee does not meet any of their obligations under in this instrument:

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation;
- (b) if, at the expiry of the 7 working day period, the party in default has not met the obligation, the other party may:
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the burdened land;
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

7. DISPUTES

If a dispute in relation to an easement arises between parties who have a registered interest under the easement:

- (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

Insert instrument type

Easement Instrument to grant easement or profit à prendre

- (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 under the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator agreed by the parties or, failing agreement, appointed by the President of the Auckland District Law Society.

8. REGULATORY

The Grantee has entered into this instrument in its non-regulatory capacity. This instrument does not bind the Grantee in its capacity as a regulatory authority in any way and any consent or agreement the Grantee gives under this instrument is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the Grantee is entitled to consider all applications to it without regard to this instrument. The Grantee will not be liable to the Grantor if, in its regulatory capacity, the Grantee declines or imposes conditions on, any consent or permission that the Grantor or anyone else seeks for any purpose associated with this instrument.

9. MISCELLANEOUS

- 9.1 The easements created by this instrument are not in substitution for, and their creation is without prejudice to any statutory rights, powers and limitations on liability of the Grantee, from time to time in respect of the burdened land.
- 9.2 The Grantor must not surrender, merge, modify, or extinguish the easements created by this instrument without the prior consent of the Grantee.

10. COSTS

The Grantor will pay the Grantee's reasonable legal costs and disbursements in respect of the preparation and registration of this instrument, and any consent or other matters arising in relation to it.

View Instrument Details



Instrument No 10098022.3
Status Registered
Date & Time Lodged 14 April 2016 12:35
Lodged By Palmer, Stephen Samuel
Instrument Type Covenant (All types except Land covenants)



Affected Computer Registers **Land District**
688353 North Auckland

Annexure Schedule: Contains 8 Pages.

Signature

Signed by Stephen Samuel Palmer as Grantor/Grantee Representative on 14/04/2016 11:45 AM

*** End of Report ***

**GRANT OF CONSERVATION
COVENANT** under section 77 of the
Reserves Act 1977

**KARAKA ESTATE LIMITED (15/76
SHARE) AND BYERLEY PARK
LIMITED (61/76 SHARE)**

Owner

AUCKLAND COUNCIL

Council

**SIMPSON GRIERSON
SOLICITORS
AUCKLAND**

DEED DATED

21 March

2016

PARTIES

1. **KARAKA ESTATE LIMITED (15/76 SHARE) AND BYERLEY PARK LIMITED (61/76 SHARE) (Owner)**
2. **AUCKLAND COUNCIL (Council)**

BACKGROUND

- A. The Owner is registered as proprietor of the Land.
- B. The Owner has agreed to grant to the Council a conservation covenant over part of the Land under section 77 of the Reserves Act 1977.

THIS DEED RECORDS THAT:

1. DEFINITIONS AND INTERPRETATION

In this deed, unless the context indicates otherwise:

Council means Auckland Council and includes its successors as territorial authority of the district where the Land is situated and, where appropriate, its officers and agents;

Covenant Area means the area marked Z on Deposited Plan 485009;

Land means the land at McKenzie Road and Kingseat Road, Kingseat, being Lot 11 Deposited Plan 485009 being all the land in computer freehold register 688353 (North Auckland Registry); and

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

2. COVENANTS

As from the date of registration of this deed, the Owner covenants under section 77 of the Reserves Act 1977 that it will at the Owner's cost and to the Council's reasonable satisfaction comply with the covenants set out in the Schedule, affecting the Covenant Area.

3. COUNCIL'S ACCEPTANCE

- 3.1 The Council accepts the terms of this covenant, but without limiting any other rights or powers which the Council may have under any statute, bylaw or regulation except as expressly provided in this deed.
- 3.2 The Owner's liability under this deed will not be affected by any delay, extension of time or waiver by the Council, or by the Council failing to enforce any of the covenants.

4. BINDING ON SUCCESSORS

4.1 This covenant has effect in perpetuity and binds the Owner's successors in title as registered proprietors of the Land, but not so as to make the Owner personally liable for any breach of covenant committed after the Owner has parted with all interest in the Land.

4.2 A covenant by two or more persons binds those persons jointly and severally.

5. COSTS

The Owner is to pay the Council's reasonable legal costs in the preparation and execution of this covenant and any release or modification of it.

EXECUTED AND DELIVERED AS A DEED

SIGNED by **KARAKA ESTATE LIMITED**
(15/76 SHARE) as Owner by:

Daniel Elias Nakhle
Full name of director/authorised signatory

[Signature]
Signature of director/authorised signatory

Elias Yousef Nakhle
Full name of director/authorised signatory

[Signature]
Signature of director/authorised signatory

Witness:
(if other than two directors sign)

Signature of witness

Full name of witness

Occupation of witness

Address of witness

Grant of Conservation Covenant

Page 3

SIGNED by **BYERLEY PARK LIMITED**
(61/76 SHARE) as Owner by:

Daniel Elias Nakhle
Full name of director/authorised signatory

[Signature]
Signature of director/authorised signatory

Elias Youssef Nakhle
Full name of director/authorised signatory

[Signature]
Signature of director/authorised signatory

Witness:
(if other than two directors sign)

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED for and on behalf of the **AUCKLAND**
COUNCIL under delegated authority:

[Signature]
John Neary - Lead Consent and Performance
Specialist South
Richard Gibbs - Team Leader Resource Consents
(Pukekohe)

SCHEDULE

COVENANTS

1. To ensure the ongoing protection of the Covenant Area, the Owner must manage the Covenant Area with the purpose of:
 - eradicating feral cats, rabbits, pigs, deer, goats, possums and mustelids;
 - eradicating noxious weeds, exotics and environmental plant pests;
 - providing a suitable habitat for bird life;
 - encouraging plants that are a food source to bird life; and
 - encouraging the natural regeneration of native vegetation.
2. The Owner must not without the Council's prior written consent cause or permit any of the following to occur or be on the Covenant Area:
 - any domestic cats or dogs or grazing animals;
 - any building, structure or hoarding;
 - any excavation;
 - the pumping of any groundwater;
 - the planting or sowing of any exotic species;
 - the felling or removal of any indigenous tree or plant;
 - the entry by the general public; or
 - the accumulation of rubbish or other unsightly or offensive material.
3. The Owner must erect and maintain fencing in stockproof condition around the boundary of the Covenant Area so as to prevent entry to the Covenant Area by grazing animals. The standard of that fencing is to be a timber post and 3-rail fence with electric wires on the top two rails and is to be to Council's satisfaction in all respects.
4. The Owner may not grant any easements or concessions in respect of the Covenant Area.
5. The Owner may not do anything or permit anything to occur or to remain on the Covenant Area which in the Council's opinion is prejudicial to the aim and purpose of this Conservation Covenant.
6. If the Owner becomes aware of any damage to or any destruction of the natural vegetation, fauna, or landform, or of anything prejudicial to the aim and purpose of this Conservation Covenant occurring in the Covenant Area the Owner must immediately give written notice to the Council.
7. Any officer or authorised agent of the Council may obtain access onto the Land to examine and record the condition of the Covenant Area or to carry out protection

Grant of Conservation Covenant – Covenants

or maintenance work on the Covenant Area consistent with the objectives set out in this covenant. Before doing so, the Council or its officer or agent is to consult with the Owner.

8. 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.
9. The Owner must implement and maintain on an ongoing basis the recommendations in the report prepared by Kessels & Associates Limited titled "*Karaka Estates Ltd, Wetland Restoration Plan, 3 McKenzie Rd, Kingseat*" received by the Council on 20 January 2010. A copy of the report is available from the Council under consent numbers S09124 and S09134.
10. Any notice to be given by the Owner to the Council must be given in writing and may be sent by post or facsimile to the Council at the following address:

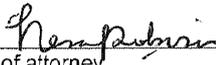
Auckland Council
Private Bag 92300
Auckland, 1142

CONSENT OF MORTGAGEE

WESTPAC NEW ZEALAND LIMITED being the mortgagee under mortgage no 7562225.3 (North Auckland Registry) consents to this covenant and undertakes that if it exercises any of its rights powers and remedies under that mortgage it will do so subject to this covenant.

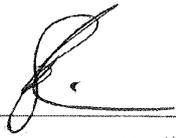
DATED this 21st day of March 2016

SIGNED on behalf of WESTPAC NEW ZEALAND LIMITED by its attorney:


Signature of attorney

Name of attorney **Nessa Robinson
Solicitor
Auckland**

Witness:*


Signature of witness

Full name of witness REBECCA MAY SHEPHERD
LEGAL EXECUTIVE
WESTPAC NEW ZEALAND LIMITED
LEGAL SERVICES UNIT
AUCKLAND

Occupation of witness

Address of witness

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

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **NESSA ANN ROBINSON**, of Auckland 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 Westpac on Takutai Square, 16 Takutai Square, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date of this certificate I am a Tier Two 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 Auckland

On this 21st day of March 2016



Nessa A Robinson

View Instrument Details



Instrument No 10098022.5
Status Registered
Date & Time Lodged 14 April 2016 12:35
Lodged By Palmer, Stephen Samuel
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers **Land District**
688353 North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Stephen Samuel Palmer as Territorial Authority Representative on 14/04/2016 11:48 AM

*** End of Report ***

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

1. **AUCKLAND COUNCIL (Council):**

- (a) gives notice that the Franklin District Council (being the predecessor of Auckland Council pursuant to section 35 of the Local Government (Tamaki Makaurau Reorganisation) Act 2009) granted a consent (file no. S09124) under the Resource Management Act 1991 on 15 February 2010;
- (b) gives notice that an independent commissioners' decision for consent number S09134 was issued on 18 October 2010;
- (c) issued a change of conditions to a resource consent (S09134 and S09124) under the Resource Management Act 1991 on 9 December 2010; and
- (d) granted a change/cancellation of consent conditions under the Resource Management Act 1991 on 24 February 2015,

for the subdivision of the land described in computer freehold registers 367270 and 261640 (now a subdivision of computer freehold register 367270 only) (all North Auckland Registry).

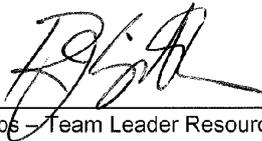
2. The consent is subject to the condition in the schedule which is to be complied with on a continuing basis and to the Council's satisfaction by the registered proprietors of Lot 11 on Deposited Plan 485009 (**Affected Lot**).

Dated the

7th day of April

2016

SIGNED for and on behalf of **AUCKLAND COUNCIL**
under delegated authority:



R Gibbs – Team Leader Resource Consents (Pukēkohe)

SCHEDULE
(the condition)

Restriction of Further Subdivision

No further subdivision of the Affected Lot is allowed under Rule 22.9 (Conservation Lot) of the Auckland Council District Plan (Franklin Section), Rule 22.11 (Environmental Lot) of the Auckland Council District Plan (Franklin Section, Plan Change 14) and any similar provisions of any district plan or plan change document.

View Instrument Details



Instrument No 10098022.5
Status Registered
Date & Time Lodged 14 April 2016 12:35
Lodged By Palmer, Stephen Samuel
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers **Land District**
688353 North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Stephen Samuel Palmer as Territorial Authority Representative on 14/04/2016 11:48 AM

*** End of Report ***

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- (b) gives notice that an independent commissioners' decision for consent number S09134 was issued on 18 October 2010;
- (c) issued a change of conditions to a resource consent (S09134 and S09124) under the Resource Management Act 1991 on 9 December 2010; and
- (d) granted a change/cancellation of consent conditions under the Resource Management Act 1991 on 24 February 2015,

for the subdivision of the land described in computer freehold registers 367270 and 261640 (now a subdivision of computer freehold register 367270 only) (all North Auckland Registry).

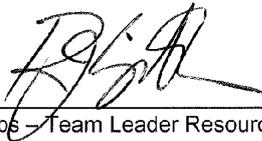
2. The consent is subject to the condition in the schedule which is to be complied with on a continuing basis and to the Council's satisfaction by the registered proprietors of Lot 11 on Deposited Plan 485009 (**Affected Lot**).

Dated the

7th day of April

2016

SIGNED for and on behalf of **AUCKLAND COUNCIL**
under delegated authority:



R Gibbs – Team Leader Resource Consents (Pukēkohe)

SCHEDULE
(the condition)

Restriction of Further Subdivision

No further subdivision of the Affected Lot is allowed under Rule 22.9 (Conservation Lot) of the Auckland Council District Plan (Franklin Section), Rule 22.11 (Environmental Lot) of the Auckland Council District Plan (Franklin Section, Plan Change 14) and any similar provisions of any district plan or plan change document.

View Instrument Details



Instrument No 11478639.7
Status Registered
Date & Time Lodged 25 September 2019 17:02
Lodged By Cameron, Carolyn Ann
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
716503	North Auckland
716504	North Auckland
716505	North Auckland

Annexure Schedule Contains 4 Pages.

Signature

Signed by Carolyn Ann Cameron as Territorial Authority Representative on 24/09/2019 11:15 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 492607

CONSENT NOTICE

(Pursuant to Section 221 of the Act)

AUCKLAND COUNCIL:

- (a) gives notice that the Franklin District Council (being the predecessor of Auckland Council pursuant to section 35 of the Local Government (Tamaki Makaurau Reorganisation) Act 2009) granted a consent (file no. S09124) under the Resource Management Act 1991 on 15 February 2010;
- (b) gives notice that an independent commissioners' decision for consent number S09134 was issued on 18 October 2010;
- (c) issued a change of conditions to a resource consent (S09124 and S09134) under the Resource Management Act 1991 on 9 December 2010;
- (d) granted a change/cancellation of consent conditions under the Resource Management Act 1991 on 24 February 2015,

for the subdivision of the land described in computer freehold registers 688353 and 261640 (all North Auckland Registry)

The consent is subject to the condition in the schedule which is to be complied with on a continuing basis and to the Council's satisfaction by the registered proprietors of Lots 6 to 8 on Deposited Plan 492607 (Stage Three of resource consent S09124 and S09134) at no cost to the Council.

Condition 2(g) - Fire Fighting Water Supplies on Lots 6 to 8 (inclusive)

- i. Upon construction of a habitable building upon the affected lot it is required that there be sufficient water volume, pressure and flows provided in accordance with NZFS Fire Fighting Water Supplies Code of Practice SNZ PAS 4509:2008 and that this water supply be accessible for fire-fighting purposes.
- ii. Water supply provided by way of tank storage must be located a safe distance away from the habitable dwelling in accordance with NZFS Fire Fighting Water Supplies Code of Practice SNZ PAS 4509:2008.

Condition 2(h) - Development of Lots 6 to 8 (inclusive)

- i. The Lot must be used for one or more purposes primarily related to the horse racing industry including (without limitation) the grazing, training or racing of horses.
- ii. The Lot may be used for a single residential building and associated outbuildings, provided such building is for the use and occupation of a person engaged in one or more of the purposes specified in condition 2(h)(i) above on the Lot.
- iii. Any dwelling located upon an affected lot shall only be located within the areas identified on the plan 'Byerley Park Limited, Proposed Subdivision Layout and Landscape Mitigation', prepared by Transurban Limited, reference: Issue B, and dated 11-2-2019. The floor area of the dwelling shall not exceed 300m².

Note: These sites have been selected as the lowest parts of each lot and the least visually prominent position when viewed off-site.

- iv. Any dwelling upon the Lot shall be restricted to a maximum of seven metres in height.
- v. Coverage of the Lot by buildings and impermeable surfaces shall not exceed 20% of the net site area of the Lot.
- vi. Shelter belt trees within the boundaries of the Lots identified as:
 - 'Existing Hedgerows' on the plan '*Proposed Subdivision of Lot 2 DP 391487 (Residue) and Lot 1 DP 363766*', prepared by Hodgson Planning Consultants Limited, file reference: DAN06001VH:S15; and
 - 'Recommended Shelter Belts' on the plan 'Byerley Park Limited, Proposed Subdivision Layout and Landscape Mitigation', prepared by Transurban Limited, reference: Issue B, and dated 11-2-2019.,

shall be retained and maintained for the purpose of providing screening of buildings from view off-site. For the avoidance of doubt, pruning and trimming of the shelter belt trees is anticipated as part of this condition.

Replacement planting shall be undertaken at the affected lot owners' expense with Karo (*Pittosporum crassifolium*) trees or similar vegetation to achieve the same screening effect. The planting shall be undertaken within the planting season immediately following the removal of the existing trees.

Note: Planting season to be generally between May and October of any year.

- vii. Any building on the Lots shall be subject to the following restrictions on colours:
- A. The exterior surfaces of buildings shall be finished in subdued, natural or dark colours that will blend in with the landscape. This includes natural or stained timber finishes, natural stone, solid masonry, brick, composite materials, metal panels and plaster finishes.
 - B. External wall colours may have a light reflectivity value (LRV) of no greater than 70%.
Note: LRV (reflectivity) is a two-digit number between 00 and 99 and is used to describe how dark or light a colour is, i.e. how much light is reflected by a surface. The higher the LRV the lighter the colour.
 - C. For house designs in which a dark coloured pitched roof greater than 35° is proposed, and where the roof effectively reads as 55% or more of the building elevation, condition 2(h)(vii)(B) above can be relaxed to allow the use of exterior colours that have a light reflectivity value of no more than 80%.
Note: The building elevation shall be measured off two dimensional elevations of the proposed building. The elevation shall comprise of the building face spanning from finished ground level to the roof ridge line.
 - D. Mirror glazing shall not be used for any portion of a building.
 - E. Roof colours shall be darker than external walls to assist in 'grounding' the built form. Roof top materials shall have a colour which has a reflectivity value of no more than 40%.

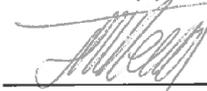
Condition 2(i) – Telecommunications

Cellular/wireless services are to be relied upon as the sole means of connection to a telecommunications network as no physical cabled connection is provided to Lots 6 to 8.

If a physical telephone connection (copper wire) is required by the landowner, the full cost of providing these services will be their responsibility. This cost may include the installation of equipment to the utility providers and Council requirements and any growth or other applicable charges.

Dated at Manukau this *9th* day of *SEPTEMBER* 2019.

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



Authorised officer under delegated authority

View Instrument Details



Instrument No 11478639.9
Status Registered
Date & Time Lodged 25 September 2019 17:02
Lodged By Cameron, Carolyn Ann
Instrument Type Easement Instrument



Affected Records of Title	Land District
716503	North Auckland
716504	North Auckland
716505	North Auckland
716506	North Auckland
716507	North Auckland

Annexure Schedule Contains 5 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Carolyn Ann Cameron as Grantor Representative on 16/10/2019 09:15 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 Carolyn Ann Cameron as Grantee Representative on 16/10/2019 09:15 AM

*** End of Report ***

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

KARAKA ESTATE LIMITED
BYERLEY PARK LIMITED

Grantee

KARAKA ESTATE LIMITED
BYERLEY PARK LIMITED

Grant of Easement or *Profit à prendre*

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

Schedule A

Annexure Schedule, if required

Continue in additional

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
	All on DP 492607	All on DP 492607	All on DP 492607 (all inclusive)
Right of Way	"F"	716507 (Lot 11 DP 492607)	Part 716503, 716504, 716505 and 716506 (Lots 6-9 on DP 492607)
	"G"	716507 (Lot 11 DP 492607)	Part 716503, 716504, 716505 and 716506 (Lots 6-9 on DP 492607)
	"H"	716507 (Lot 11 DP 492607)	716505 and 716506 (Lots 8 and 9 on DP 492607)

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 and added to by the provisions set out in Annexure Schedule

ANNEXURE SCHEDULE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: Unless the context otherwise requires, in this Instrument the following words shall have the meanings set out beside them:

“Access Notice”	<p>a written notice issued by or on behalf of the relevant Grantee for the purposes of exercising a right specified in this Instrument or for performing a positive covenant or other obligation under this Instrument and:</p> <ul style="list-style-type: none"> (a) specifying the purpose or purposes for which access is required and the nature of activities intended to be undertaken; (b) specifying the relevant right intended to be exercised, or the relevant obligation intended to be performed; (c) specifying the type and nature of materials and equipment required for the relevant purposes and the relevant activities intended to be undertaken; (d) specifying the days and times and the period or periods of time during which it is intended that the relevant activities be undertaken; (e) specifying the name and other personal details as are reasonably necessary to identify the persons who it is proposed will be undertaking the relevant activities.
“Benefited Land”	<p>in relation to any easement, means the land described as such in Schedule A and being the land to which the relevant easement is appurtenant.</p>
“Burdened Land”	<p>in relation to each Easement, means the land described as such in Schedule A and being the land subject to the relevant Easement.</p>
“Easement”	<p>an easement recorded in this Instrument.</p>
“Grantee”	<p>in relation to each Easement, means the relevant proprietor for the time being of the Benefited Land to which the relevant Easement is appurtenant and, if the context requires, includes agents, employees, contractors, tenants, licensees and other invitees of the Grantee.</p>
“Grantor”	<p>in relation to each Easement, means the relevant proprietor for the time being of the Burdened Land to which the relevant easement</p>

	is subject and, if the context requires, includes the agents, employees, contractors and tenants of the Grantor.
“Instrument”	this easement instrument as it may be varied from time to time.
“Lot”	the lots on the Plan or the relevant Lot as the case may require.
“Plan”	LT 492607.
“Regulations”	Schedule 5 to the Land Transfer Regulations 2018.
“Right of Way Area”	the areas shown in Schedule A as being subject to a right of way easement.
“Right of Way Easement”	the rights recorded in this instrument in relation to each Right of Way Area.

1.2 Interpretation: Unless the context otherwise requires, the following provisions are applicable to the construction and interpretation of this Instrument:

(a) General:

- (i) Words denoting the singular shall include the plural and vice versa;
- (ii) One gender shall include the other gender;
- (iii) References to sections, clauses and schedules are references to sections, clauses and schedules in this Instrument;
- (iv) A reference to this Instrument includes all modifications and amendments to this Instrument from time to time;
- (v) References to enactments, statutes, statutory requirements and regulatory controls include regulations made under any applicable statutes, notices under applicable statutes and regulations having an effect in law, and any amendments to such statutes and regulations and shall be deemed to include and also refer to any statutes and regulations (and any amendments to statutes and regulations) passed in substitution.

(b) Obligations:

- (i) A covenant specified in this Instrument whereby:
 - (i) a party undertakes to do something, includes an obligation to ensure that the relevant obligation is properly performed by a suitably qualified, competent and responsible person with the requisite skills, qualifications and experience necessary and appropriate in the circumstances and not to suffer, permit or cause a breach of that obligation to occur; and
 - (ii) A party undertakes not to do something, includes an obligation not to authorise, permit or suffer a breach of that obligation, and to take all reasonable steps to prevent, restrain and, if necessary, remedy the consequences of a breach of that obligation.

2. GENERAL PROVISIONS

- 2.1 No power is implied in this Instrument to determine any Easement for breach of any provisions in this Instrument, it being the intention that all Easements shall subsist unless they are surrendered but without derogating from any other right or remedy available in the event of any breach.
- 2.2 The provisions of this Instrument, including rights, powers, terms, conditions, covenants and restrictions specified in this Instrument are in addition to those implied by statute including the Property Law Act 2007 and the Regulations. In the case of inconsistency:
- (a) The terms set out in this Instrument shall prevail over the terms contained in the Regulations and the Property Law Act 2007; and
 - (b) The terms contained in the Property Law Act 2007 shall prevail over the terms contained in the Regulations.
- 2.3 Unless otherwise specified, the easement rights and the obligations specified in this Instrument include all rights and powers reasonably required in the circumstances for the reasonable and proper exercise and enjoyment of the relevant right or obligation.
- 2.4 Where any work (including any building work) is undertaken pursuant to a right or obligation contained in this Instrument:
- (a) The relevant Grantee or Grantor intending to carry out such work must first serve on the other party an Access Notice;
 - (b) All such work shall be carried out with all reasonable speed and in such a manner as to minimise disturbance, inconvenience or disruption to the other party. The person undertaking the relevant work, or on whose behalf the relevant work is undertaken, must leave the relevant area clean and tidy, to the extent reasonably possible, restored to its former state and condition and with all equipment, excess materials, debris and rubbish removed;
 - (c) If damage is caused by any person entering onto or undertaking any inspections testing or works, that person shall be liable for all costs and expenses incurred in remedying the relevant damage and in compensating the person who has suffered such damage.
- 2.5 Any covenant or obligation on the part of two or more parties shall bind those persons jointly and severally.

3. RIGHT OF WAY EASEMENT

- 3.1 Subject to clause 2.2, the provisions applying to the Right of Way Area shall be those set out in the Property Law Act 2007 and Regulations which are implied into a right of way easement.

View Instrument Details



Instrument No 11565729.3
Status Registered
Date & Time Lodged 18 October 2019 16:07
Lodged By Cameron, Carolyn Ann
Instrument Type Easement Instrument



Affected Records of Title	Land District
716555	North Auckland
716556	North Auckland
716557	North Auckland
716558	North Auckland
716559	North Auckland
804650	North Auckland
804651	North Auckland

Annexure Schedule Contains 6 Pages.

Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 11478639.10 has consented to this transaction and I hold that consent

Signature

Signed by Carolyn Ann Cameron as Grantor Representative on 18/10/2019 09:18 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Carolyn Ann Cameron as Grantee Representative on 18/10/2019 09:18 AM

*** End of Report ***

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

KARAKA ESTATE LIMITED AND BYERLEY PARK LIMITED

Grantee

KARAKA ESTATE LIMITED AND BYERLEY PARK LIMITED

Grant of Easement or *Profit à prendre*

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

Schedule A

Annexure Schedule, if required

Continue in additional

Purpose of Easement, or <i>profit</i>	Shown (plan reference) All on DP 492623	Burdened Land (Record of Title) (all inclusive)	Benefited Land (Record of Title) or in gross (all inclusive)
Right of way, right to convey electricity, right to convey telecommunications and right to convey water	"A"	804650 (Lots 10 on DP 492623)	716555, 716558 and 716559 (Lots 1, 4 and 5 on DP 492623)
	"B"	716555 (Lot 1 DP 492623)	716558, 716559 and 804650 (Lots 4, 5 and 10 on DP 492623)
Right of Way	"C"	804651 (Lot 11 DP 492623)	716555-716558 (Lots 1-4 on DP 492623)
	"D"	804651 (Lot 11 DP 492623)	716559 (Lot 5 DP 492623)
	"E" and "F"	804651 (Lot 11 DP 492623)	716555-716559 and 804650 being Lots 1-5 and 10 on DP 492607

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 and added to by the provisions set out in Annexure Schedule

ANNEXURE SCHEDULE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: Unless the context otherwise requires, in this Instrument the following words shall have the meanings set out beside them:

“Access Notice”	a written notice issued by or on behalf of the relevant Grantee for the purposes of exercising a right specified in this Instrument or for performing a positive covenant or other obligation under this Instrument and: <ul style="list-style-type: none">(a) specifying the purpose or purposes for which access is required and the nature of activities intended to be undertaken;(b) specifying the relevant right intended to be exercised, or the relevant obligation intended to be performed;(c) specifying the type and nature of materials and equipment required for the relevant purposes and the relevant activities intended to be undertaken;(d) specifying the days and times and the period or periods of time during which it is intended that the relevant activities be undertaken;(e) specifying the name and other personal details as are reasonably necessary to identify the persons who it is proposed will be undertaking the relevant activities.
“Benefited Land”	in relation to any easement, means the land described as such in Schedule A and being the land to which the relevant easement is appurtenant.
“Burdened Land”	in relation to each Easement, means the land described as such in Schedule A and being the land subject to the relevant Easement.
“Easement”	an easement recorded in this Instrument.
“Grantee”	in relation to each Easement, means the relevant proprietor for the time being of the Benefited Land to which the relevant Easement is appurtenant and, if the context requires, includes agents, employees, contractors, tenants, licensees and other invitees of the Grantee.
“Grantor”	in relation to each Easement, means the relevant proprietor for the time being of the Burdened Land to which the relevant easement is subject and, if the context requires, includes the agents,

	employees, contractors and tenants of the Grantor.
“Instrument”	this easement instrument as it may be varied from time to time.
“Lot”	the lots on the Plan or the relevant Lot as the case may require.
“Plan”	LT 492623.
“Regulations”	Schedule 5 to the Land Transfer Regulations 2018.
“Services Area”	those parts of the relevant Lots described in Schedule A as being subject to a right to convey electricity, a right to convey telecommunications and a right to convey water.
“Services Easement”	the rights recorded in this instrument in relation to each Services Area.
“Right of Way Area”	those parts of the relevant Lots described in Schedule A as being subject to a right of way.
“Right of Way Easement”	the rights recorded in this instrument in relation to each Right of Way Area.

1.2 Interpretation: Unless the context otherwise requires, the following provisions are applicable to the construction and interpretation of this Instrument:

(a) General:

- (i) Words denoting the singular shall include the plural and vice versa;
- (ii) One gender shall include the other gender;
- (iii) References to sections, clauses and schedules are references to sections, clauses and schedules in this Instrument;
- (iv) A reference to this Instrument includes all modifications and amendments to this Instrument from time to time;
- (v) References to enactments, statutes, statutory requirements and regulatory controls include regulations made under any applicable statutes, notices under applicable statutes and regulations having an effect in law, and any amendments to such statutes and regulations and shall be deemed to include and also refer to any statutes and regulations (and any amendments to statutes and regulations) passed in substitution.

(b) Obligations:

- (i) A covenant specified in this Instrument whereby:
 - (i) a party undertakes to do something, includes an obligation to ensure that the relevant obligation is properly performed by a suitably qualified, competent and responsible person with the requisite skills, qualifications and experience necessary and

appropriate in the circumstances and not to suffer, permit or cause a breach of that obligation to occur; and

- (ii) A party undertakes not to do something, includes an obligation not to authorise, permit or suffer a breach of that obligation, and to take all reasonable steps to prevent, restrain and, if necessary, remedy the consequences of a breach of that obligation.

2. GENERAL PROVISIONS

- 2.1 No power is implied in this Instrument to determine any Easement for breach of any provisions in this Instrument, it being the intention that all Easements shall subsist unless they are surrendered but without derogating from any other right or remedy available in the event of any breach.
- 2.2 The provisions of this Instrument, including rights, powers, terms, conditions, covenants and restrictions specified in this Instrument are in addition to those implied by statute including the Property Law Act 2007 and the Regulations. In the case of inconsistency:
 - (a) The terms set out in this Instrument shall prevail over the terms contained in the Regulations and the Property Law Act 2007; and
 - (b) The terms contained in the Property Law Act 2007 shall prevail over the terms contained in the Regulations.
- 2.3 Unless otherwise specified, the easement rights and the obligations specified in this Instrument include all rights and powers reasonably required in the circumstances for the reasonable and proper exercise and enjoyment of the relevant right or obligation.
- 2.4 Where any work (including any building work) is undertaken pursuant to a right or obligation contained in this Instrument:
 - (a) The relevant Grantee or Grantor intending to carry out such work must first serve on the other party an Access Notice;
 - (b) All such work shall be carried out with all reasonable speed and in such a manner as to minimise disturbance, inconvenience or disruption to the other party. The person undertaking the relevant work, or on whose behalf the relevant work is undertaken, must leave the relevant area clean and tidy, to the extent reasonably possible, restored to its former state and condition and with all equipment, excess materials, debris and rubbish removed;
 - (c) If damage is caused by any person entering onto or undertaking any inspections testing or works, that person shall be liable for all costs and expenses incurred in remedying the relevant damage and in compensating the person who has suffered such damage.
- 2.5 Any covenant or obligation on the part of two or more parties shall bind those persons jointly and severally.

3. SERVICES EASEMENTS

- 3.1 The provisions applying to each Services Area shall be those set out in the Regulations which are implied into the following classes of easement:
 - (a) a right to convey electricity;
 - (b) a right to convey telecommunications; and

(c) a right to convey water.

provided that, unless otherwise approved in writing by the Grantor, all easement facilities must be located and maintained under the surface of the easement area.

4. RIGHT OF WAY EASEMENT

4.1 Subject to clause 2.2, the provisions applying to each Right of Way Easement shall be those set out in the Property Law Act 2007 and the Regulations applicable to a right of way easement.